

# An Analysis of the Debt-Slave Law in the Book of the Covenant

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## 1. Introduction

An important introductory section in the Book of the Covenant (Exo 20:22-23:33), the debt-slave law (Exo 21:2-11), presents something of a challenge to biblical scholars who have struggled to explain the relationship between the Hebrew male slave and female slave on the basis of ancient Near Eastern parallels as well as intertextual approaches. The casuistic laws in the debt-slave law (“if-then” forms) evidently reflect numerous characteristics of ancient Near Eastern law codes, especially the Code of Hammurabi in the second millennium B.C.E. For this reason, scholars have historically not only insisted on the antiquity of the debt-slave law but focused on the compositional history of Exodus. On the other hand, scholars have also noted the intertextual relationships of three laws among the debt-slave laws (Exo 21:2-11; Deu 15:12-18; Lev 25:39-46). These three laws have mutually enabled scholars to examine other aspects of the Hebrew slave laws: the manumission for the Hebrew female slave (Deu 15:12) and the Jubilee year for slaves (Lev 25:40).<sup>1)</sup>

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1) For discussion of ancient Near Eastern parallels studies in Exo 21:2-11, see esp. D. P. Wright, *Inventing God's Law: How the Covenant Code of the Bible Used and Revised the Laws of Hammurabi* (New York: Oxford University Press, 2009); B. M. Levinson, “*The Right*

Although such scholars' endeavors to define characteristics of the debt-slave law have shed light on understanding how law functions in ancient Israel, they only apply their interpretative methodologies to other slave laws rather than other intertextual narratives in the Hebrew Bible. More recently, scholars have discerned relationships between the debt-slave laws and other intertextual narratives. In his article, "The Three Laws on the Release of Slaves," Calum Carmichael argues that in the debt-slave law, Moses looks back to Jacob's problems when serving the Aramean Laban, as described in the Book of Genesis.<sup>2)</sup> In light of the Jacob narrative, Carmichael interprets the female servant as Leah, and thus interprets v. 8a of the debt-slave law as follows: "she is a woman for whom he has no liking and she is not designated as his wife."<sup>3)</sup> It is noteworthy of a good model for understanding the text through the views of other narratives.

In this paper, as I consider these intertextual allusions in debt-slave law, I argue that the debt-slave law in Exodus 21:2-11, apparent in David Carr's "oral-written memorized forms"<sup>4)</sup>, denotes one particular narrative element concerning the Hebrew slave's strong feelings towards his family. It is significant that the chiasmic structure in Exodus 21:2-11 and "if-then" stipulations reflect "oral-written memorized forms," such as the Code of Hammurabi in ancient Israel's educated enculturation curriculum. However, the debt-slave law does not simply preserve "oral-written memorize forms," but describes its setting by using the Hebrew slave's own voice: "I loved my owner,

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*Chorale*": *Studies in Biblical Law and Interpretation* (Tübingen: Mohr Siebeck, 2008); J. Van Seters, *A Law Book for the Diaspora* (New York: Oxford University Press, 2003); S. M. Paul, *Studies in the Book of the Covenant in the light of Cuneiform and Biblical Law* (Leiden: E.J. Brill, 1970). Many commentaries note the intertextual relationships, e.g., B. S. Childs, *The book of Exodus: a critical, theological commentary* (Philadelphia: Westminster Press, 1974); W. H. Propp, *Exodus 19-40: A New Translation with Introduction and Commentary*, Anchor Bible 2 (New York: Doubleday, 2006). See the analyses of Exo 21:2-11 from the perspective of Wisdom-Laws in B. S. Jackson, *Wisdom-Laws: A Study of the Mishpatim of Exodus 21:1-22:16* (New York: Oxford University Press, 2006); C. Pressler, "Wives and Daughters, Bond and Free: Views of Women in the Slave Laws of Exodus 21:2-11", V. H. Matthews, B. M. Levinson, and T. Frymer-Kensky, eds., *Gender and Law in the Hebrew Bible and the Ancient Near East* (New York: T & T Clark, 2004).

2) C. Carmichael, "The Three Laws on the Release of Slaves (Ex 21,2-11; Dtn 15,12-18; Lev 25:39-46)", *ZAW* 112 (2000), 509-525.

3) *Ibid.*, 516.

4) D. M. Carr, *Writing on the Tablet of the Heart* (New York: Oxford University Press, 2005).

my wife, and my children! I shall not go out free!” (Exo 21:5). This paper proceeds in four stages; first, on the basis of critical notes, it translates the debt-slave law, second, it examines the literary form and setting of Exodus 21:2-11 within the larger literary framework of the Book of the Covenant (Exo 20:22-23:33), third, it identifies and examines a number of intertextual relationships between Exodus 21:2-11 and texts from the Hebrew slave laws in Leviticus and Deuteronomy; finally, it not only draws conclusions concerning how these intertextual interpretations complement each other, but also reveals the role of narrative in the law.

## 2. Translation and Critical Notes of Exodus 21:1-11

1 And-these the-laws that you-shall-put before-them<sup>5)</sup>

2 **When** you (masculine sg.)-acquire a Hebrew male-servant, six years he-shall-serve / but in-the-seventh he-shall-go-out **as a free man without-compensation**

3 If **he-alone** will-come, **he-alone** will-go-out / if a-husband-of a-woman is **he** and his woman shall-go-out with-him

4 If his-owner will-give-him a-wife and she-will-bear him sons or daughters / the-wife and her-children, she-will-be belong-to her-owner and-he-will-go-out **he-alone**

5 and-if the-servant **will surely say**, “I-loved, my-owner, my-wife, and-my-children / I-shall-not-go-out **free**”

6 and his-owner **shall-bring-him** to the-God and-**he-shall-bring-him** to the-door or to the-door-post and his-owner shall-pierce his-ear with-awl and-he-shall-serve-him for-life (forever)

7 and-when a-man shall-sell his-daughter as a-slave to-say / she-shall-not-go-out as the-male-servant go-out

8 If disagreeable in-eyes-of her-owner who he-did-not-designate-her (concubine) and-he-shall-let-her-be-redeemed / to a foreign people

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5) According to Phyllis Trible’s method, she uses hyphens to join the English words that convey the one Hebrew word. P. Trible, *Rhetorical Criticism: Context, Method, and the Book of Jonah* (Minneapolis: Fortress, 1994).

he-shall-not-rule (no right) to-sell-her for-his-treacherous-act against-her  
 9 and-if for-his-son he-shall-designate-her / like-law-of daughters  
 he-shall-do to-her

10 If another-woman, he-will-take for him / her-food, her-clothing,  
 and her-oil he-shall-not-diminish

11 and-if these three he-will-not-do for-her / and-she-will-go-out  
**without-compensation** without silver

21:1 The Samaritan Pentateuch, the Vulgate, and other English translations omit the *waw* conjunctive, except the LXX (καὶ). Given the fact that the present casuistic law is located between two apodictic laws (Exo 20:23-26; 22:18[17]-23:19), I translate verse 1a as “and these laws that you shall put before them.”

21:2 Verses 2a and 2b have a peculiar syntactic structure: “in the X year he shall / in the X year he shall.” By locating specific years before verbs, it helps readers to easily memorize these verses. The LXX follows the structure of the MT.

The Samaritan Pentateuch, the LXX, the Peshitta, the Vulgate add a suffix second masculine singular suffix: “he shall serve **you**.” Thus, it seems to clarify the identity of the object “you” as “master.” But this addition would be redundant, since the verb in verse 2b also has no direct object.

I translate “לְחַפְּשִׁי,” as “as a free man.” As Bruce Waltke points out, the “indirect object” *lamed* marks the so-called dative goal.<sup>6)</sup> The *lamed* mark can be used when a person altered his or her status.

21:3 While the MT includes the third person masculine singular suffix of “נָה,” the Samaritan Pentateuch uses plural form of “נָה.” Perhaps, the Samaritan Pentateuch attempts to substitute plural “servants” rather than a single “servant” by adding *yodh* and *waw*.

The LXX, the Syriac, and the Pseudo-Jonathan Targum insert the conjunction “and” before “if” perhaps because the content of verse 2a is closely connected with verse 2b.

21:4 In verse 4a, many manuscripts, the LXX, the Syriac, and the Vulgate

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6) B. K. Waltke and M. O'Connor, *An Introduction to Biblical Hebrew Syntax* (Winona Lake, Indiana: Eisenbrauns, 1990), 209.

begin with the conjunction “and” rather than “if.”

The Samaritan Pentateuch, the LXX, the Syriac, and the Vulgata have “his servant” rather than “her servant.” These translations might have done this to maintain “his servant” of verse 4a.

I translate verse 4b<sub>a</sub> as “the-wife and her-children, she-will-be (third imperfect feminine singular) belong-to her-owner.” Many translations and commentaries render this as “the wife and her children shall belong to her owner.” This ignores the singular form of the verb “be.” Evidently, according to verse 4b<sub>a</sub>, the female servant belongs to her owner but does not know the position of her children. If only their mother belongs to their owner, it might be assumed that her children would leave without their mother.

21:5 The Syriac omits the *waw* conjunction before “if.”

21:6 In verse 6a, the LXX inserts “to the law court” before “to God.” This translation clarifies the setting of the text.

21:7 The LXX translates verse 7 as “And if any one sells his daughter as a domestic, she shall not depart as the maid-servants depart.” The LXX not only specifies “a female servant (אִמָּה)” as “a domestic servant (οἰκέτις),” but also changes “the male servants (הַעֲבָדִים)” into “the female servant (αἱ δοῦλαι).” According to Deuteronomy 15:2, the author announces the freedom of Hebrew male servant and female servant after their work for six years. The LXX might harmonize its translation with the interpretation of Deuteronomy.

21:8 In the MT Kethib, verse 8a<sub>β</sub> appears as יַעֲרֶה (he didn’t designate her). By contrast, in לֹא the LXX, the Targum, and the Vulgata, verse 8a<sub>β</sub> appears as “לֹא יַעֲרֶה” (for himself he designated her). From the context of the debt-slave law, prior to the contract between the female slave’s father and the owner, she becomes a maidservant for her owner (v. 7a). In other words, without the owner’s designation, she cannot work. For this reason, the translation of the LXX uses “for himself he designated her.” I follow, however, the MT’s Kethib reading. Analyzing this verb through intertextual narratives, especially Jacob’s narrative, the displeasing female servant echoes Leah’s appearance before Jacob.

21:10 The Hebrew noun “עֲנֻתָהּ” is a *hapax legomena*, therefore its original meaning is unclear. *BDB* defines the noun as “her marriage

rights,” which refers to the female servant’s social status as a concubine.<sup>7)</sup> In order to elucidate the role of the female servant, *HALOT* specifies “marriage rights” as “sexual intercourse.”<sup>8)</sup> On the basis of Shalom Paul’s comparative analysis, I translate “ענתה” as “her oil.” When Shalom Paul compares the debt-slave law with the Lipit-Ishtar Law Code, he notes the essential items for the minimal support of a woman to be: grain, oil, and clothing. Therefore, he assumes the Hebrew noun “ענתה” as “her oil.”<sup>9)</sup> *HALOT*, in the Akkadian text, also introduces the three basic items for supporting a woman: food, ointment, and a garment.<sup>10)</sup>

### 3. Demarcation and Structure

Scholars argue that the literary form of the Book of the Covenant is comprised of three major segments that guide the Israelite daily life under YHWH God’s laws: 1) Exodus 20:22-26, which focuses on the first apodictic laws for the Israelite religious practices at their altar; 2) Exodus 21:1-22:17[16], which focuses on the casuistic law for the resolution of specific issues; and 3) Exodus 22:18[17]-23:33, which focuses on the second apodictic laws for the Israelite religious festivals and humanitarian supports. In particular, Albrecht Alt highlights this structure, since the coexistence of two different laws provides the *Sitz im Leben* of Israelite laws. On the basis of this structure, he argues that the casuistic laws reflect the Canaanite laws, but the two apodictic laws relate to the original Israelite cultic setting.<sup>11)</sup>

However, a closer examination demonstrates how the two different laws are closely synonymous. Of course, “*mišpāṭîm*, If-then” forms in casuistic laws are unique when these laws are compared to apodictic laws. Nevertheless, the book’s literary features reveal their close connection. For example, the deity

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7) *BDB*, 773.

8) *HALOT*, 855.

9) S. M. Paul, *Studies in the Book of the Covenant in the light of Cuneiform and Biblical Law*, 56-57.

10) *HALOT*, 855.

11) A. Alt, *Essays on Old Testament History and Religion* (Garden City, NY: Doubleday and Co., 1968), 173-222.

God occurs in both laws (Exo 21:6; 22:28[27]). While the role of God is “an arbitrator in the court” in Exodus 21:6, the role of God is a chiefdom for the Israelite in Exodus 22:28[27]. Furthermore, the deity YHWH in the Prologue (Exo 20:22) reoccurs as YHWH God in the Epilogue (Exo 23:25). Regardless of the redactionist’s additions, it is apparent that the deity God in these two different laws extends to YHWH God in the Epilogue.

The literary form of the Book of the Covenant may be presented as follows:

### Structure of Exodus 20:22-23:33

I. Prologue: <b>YHWH</b> ’s Word from the Heaven	Exo 20:22
II. Apodictic Laws I	20:23-26
A. Prohibition of Idolatry (second masculine plural)	20:23
B. The Altar Law (second masculine singular)	20:24-26
III. Casuistic Laws ( <i>mišpāṭim</i> , “ <i>kī</i> and ‘ <i>im</i> ” forms)	21:1-22:17[16]
A. Introduction	21:1
B. Debt-Slavery Law: <b>God</b> as a lawgiver (v. 6)	21:2-11
C. Asylum Law	21:12-14
D. Child Rebellion Law	21:15-17
E. Bodily Injury Law (vv. 23b-27, <i>Lex Talionis</i> )	21:18-27
F. The Goring Ox Law	21:28-36
G. The Law of Animal Theft	22:1[21:37]-22:4[3]
H. The Law of Compensation for Damages	22:5[4]-15[14]
I. The Law of Seduction	22:16[15]-17[16]
IV. Apodictic Laws II	22:18[17]-23:19
A. Prohibition of Idolatry	22:18[17]-20[19]
B. Protection Law for the Weak: the stranger, the widow, the orphan, and the poor	22:21[20]-27[26]
C. The Law for the lawyer: <b>God</b> as <i>nāšī’</i>	22:28[27]
D. Ritual Laws: the Holiness of offering, and the Holiness of People (v. 30 second masculine plural)	22:29[28]-31[30]
E. The Law of integrity in the court	23:1-3
F. Humanitarian Support for the Enemy	23:4-5
G. Prohibition of the injustice of the poor, the	23:6-9

- false witness, bribes, and the oppression of the stranger
- H. The Ritual Observances: the Sabbath year, 23:10-19  
the Sabbath day, the Religious Calendar, and the Holiness of Offering
- V. Epilogue: Promises and Warnings from **YHWH God** 23:20-33
- A. Promise I: The Protection of Messenger 23:20-23  
against Enemies  
(v. 21 Your transgression, suffix second masculine plural to v. 22 second masculine singular)
- B. Warnings: Prohibition of Idolatry, Worship of **YHWH God** 23:24-25
- C. Promise II: Fertility, Terror, Plague (צָרָעָה) 23:26-31  
against Enemies
- D. Warning: Prohibition of Covenant with gods 23:32-33

Exodus 21:2-11 comprises the second major segment of the Book of Covenant, which presents stipulations for debt-slave laws. The salient literary features in debt-slave laws are “*kī* and *’im*” forms. Two *kī* clauses not only function as the initial protasis which introduces two different slave laws, but also functions as a demarcation which separates the debt-slave laws (Exo 21:2a, 21:7a). One specific *kī* clause begins new stipulations for the Hebrew male servant (Exo 21:2-6). Where another *kī* clause provides stipulations for the female servant (Exo 21:7-11). However, by adding the *waw* conjunctive before verse 7, two different *kī* clauses are connected each other.

In the two different *kī* clauses, *’im* forms consist of subunits for debt-slave laws. In the first *kī* clause, *’im* forms consist of four protasis subunits. At the outset of the first *kī* clause, the first stipulation emphasizes the manumission of the Hebrew slave in the seventh year. But as we follow four *’im* forms, the debt-slave becomes “a permanent slave for his owner and family.” On the other hand, at the outset of the second *kī* clause, the first stipulation highlights the legal restrictions of the female

servant. But as we follow another four *'im* forms, the owner not only supports his female servant economically, but also announces her redemption. It is noteworthy that the combination section of the waw conjunctive and the *'im* form changes slaves' social status (Exo 21:5, 11).

Finally, the debt-slave law employs two *inclusios*: the repetition of “חנם (without compensation)” and the contrast of three different properties. First, the Hebrew adjective “חנם (without compensation)” found in the first protasis for the Hebrew male servant, occurs again in the last apodosis for the female servant (Exo 21:2, 11). Second, two different slaves require three precious properties. In verse 5, the Hebrew male slave chooses to become a permanent chattel for his owner because of three precious properties: his owner, his wife, and his children. Third, as found in verse 11, the owner should support his female servant with three supports: her food, her clothing, and her oil.

The following diagram illustrates the formal structure of Exodus 21:2-11.

### Structure of Exodus 21:2-11

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|---|---------|
| I. Casuistic Law for the Hebrew Servant (עבד עברי)  | 21:2-6  |
| A. First Protasis for the Servant: The sabbatical year for the Servant (הפשי) and no compensation (חנם) | 21:2    |
| B. Stipulation I for the unmarried Servant  | 21:3a   |
| C. Stipulation II for the married Servant(Husband, בעל): The manumission for the wife                   | 21:3b   |
| D. Stipulation III for the Servant: Properties belong to the Owner – Wife, Children (Owner, אדני)       | 21:4    |
| E. The Voice of the Servant (ואם)   | 21:5    |
| F. Stipulation IV for the Servant: the Process of Permanent Servant                                     | 21:6    |
| II. Casuistic Law for the Female Servant (אמה)  | 21:7-11 |
| A. Second Protasis for the Female Servant: the Prohibition of the sabbatical year                       | 21:7    |
| B. Stipulation I for the Female Servant: the concubine for the  |         |

Owner (Owner, אֲדֹנָי)	21:8
C. Stipulation II for the Female Servant: the concubine for the Owner's son	21:9
D. Stipulation III for the Female Servant: Three Supports (מִן) (Food, Garment, the conjugal rights or oil)	21:10
E. Stipulation IV for the Female Servant: The manumission and no compensation (מִן)	21:11

Overall, the debt-slave laws have “*kî* and *'im*” forms, which facilitate readers to memorize stipulations for the Hebrew servant and the female servant. In this respect, these forms accurately explain David Carr’s “oral-written memorized forms,” although stipulations for the debt-slave laws have no numerical order.<sup>12)</sup> The two *kî* clauses enable readers to distinguish two main paragraphs and the four *'im* clauses functions as four subunits in one large paragraph.

#### 4. Genre and Language

Casuistic laws for debt-slave are the genre of this passage, classified in the critical division of the *mišpā'îm* (21:1-22:17[16]). In the passage, ten protases and apodoses contain third person singular form, which reflects the basic characteristics of ancient Near Eastern law codes, especially the Code of Hammurabi in the second millennium B.C.E. For example, Hammurabi’s casuistic laws prescribe the matter of fact enslavement of debtors as follows:

117: If an obligation came due against a seignior and he sold (the services of) his wife, his son, or his daughter, or he has been bound over to service, they shall work (in) the house of their purchaser or oblige for three years, with their freedom reestablished in the fourth year.<sup>13)</sup>

Just as Hammurabi’s casuistic law 117 elucidates the end of the slaves’

12) D. M. Carr, *Writing on the Tablet of the Heart*, 168.

13) J. B. Pritchard, ed., *The Ancient Near East. Volume 1: An Anthology of Texts and Pictures*, 3rd ed. (Princeton, N.J.: Princeton Univ. Pr., 2011), 165.

obligation, so the debt-slave laws stipulate the duty and the date of the Hebrew slave.

However, based on the differences between the two kinds of laws, scholars have made some assumptions. One of the differences between the two laws is the use of second person singular form of Exodus 21:2. To resolve this stylistic difference, Albrecht Alt proposes the use of the nip'al form of the verb *mkv* attested in the corresponding manumission laws of Deuteronomy and the Holiness Code (Deu 15:12a; Lev 25:39a) as follows: כִּי יִמְכַר אִישׁ עִבְרִי "If a Hebrew man is sold."<sup>14</sup> More recently, David Wright argues that the usage of second person form is actually original to Exodus 21 rather than redactional supplementation. He further insists that second singular form in Exodus 21:2 comes from the influence of the preceding altar laws, which use verbs in second person (20:24-26).<sup>15</sup> Thus, he stresses that scribes borrowed from Hammurabi's casuistic laws but revised creatively its forms to make connections to other apodictic laws.

Although, these scholars missed the fact that the debt-slave laws in verse 5 belongs to a peculiar genre: personal confession before the public. Regardless of redactional elements, the author of debt-slave laws seems to emphasize verse 5 through the combination of an infinitive absolute and a finite verb of the same root: וְאִם אָמַר אָמַר "and if he surely says."<sup>16</sup> Furthermore, verse 5 highlights the Hebrew slave's own voice by using the first person singular form: "I love my owner, my wife, and my sons! I will not go out free!" This emotional sentence reflects the Hebrew slave's decision to become a permanent chattel beyond stipulations for the debt-slave laws.

## 5. Setting

Scholars have long noted that stipulations of debt-slave laws were garnered in the pre-exilic period rather than exilic period. Van Seters argues that the historical setting of the Covenant Code reflects the Judean community after the

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14) B. M. Levinson, "The "Effected Object" in Contractual Legal Language: The Semantics of "If you purchase a Hebrew Slave" (Exod. XXI 2)", *JT* 56 (2006), 485-504.

15) D. P. Wright, *Inventing God's Law*, 326.

16) R. J. Williams, *Williams' Hebrew Syntax*, J. C. Beckman, rev., 3rd ed. (Toronto: University of Toronto Press, 2007), 85 §205.

exilic period. From the historical setting of Nehemiah 5:1-13, Van Seters insists that the Covenant Code was written later than the Hebrew legal tradition of Deuteronomy (Deu 15:12-18).<sup>17)</sup> In contrast to Van Seters' hypothesis, David Wright and Bernard Levinson argue that the Covenant Code's composition would be 740 to around 640 B.C.E. since in the Neo-Assyrian period. Assyrian culture and ideology influenced the formulation of laws in the Judean society.<sup>18)</sup> For instance, the cultural impact of the Neo-Assyrian period can be proved by the evidence of the Black Obelisk. The Black Obelisk portrays Jehu prostrate at the Assyrian king, Shalmaneser III (858-824)'s feet.<sup>19)</sup> As David Carr points out, Hammurabi's laws in Assyrian education enculturation curriculum influenced the Hebrew Scripture.<sup>20)</sup>

However, some textual evidence reflects the historical setting of the debt-slave laws further earlier. First, in Exodus 21:2 the Hebrew noun “עֶבֶרִי עֶבְרִי (Hebrew slave)” provides us with clues to identify the antiquity of the text. Brevard Childs insists that the term “Hebrew slave” does not designate an ethnic group, and was intended to be a pejorative designation of a legal or social status within the Ancient Near Eastern society of the second millennium.<sup>21)</sup> I agree with his argument because after the announcement of debt-slave laws, the usage of “עֶבֶרִי (Hebrew)” mainly occurs in the period's early foundation of the Israelite kingdoms (1 Sam 4:6, 9; 13:3, 7, 19; 14:11, 21; 29:3).<sup>22)</sup> In these texts, by using “עֶבֶרִי (Hebrew),” the Philistines call the Israelite pejoratively. It is apparent that the term “Hebrew” was used for socially inferior groups. Second, in Exodus 22:28[27], the Hebrew noun “נְשִׂיאַ (chieftain)” depicts the early tribal social system. Nahum Sarna insists that the Hebrew noun “נְשִׂיאַ” can be translated as “chieftain, not a king,” since the background of Exodus 21-22 is rural and the way of life uncomplicated.<sup>23)</sup> And in the context of the Book of the

17) J. Van Seters, *A Law Book for the Diaspora*, 93-95.

18) See D. P. Wright, “Inventing God's Law: How the Covenant Code of the Bible Used and Revised the Laws of Hammurabi”, 98-99; B. M. Levinson, “*The Right Chorale*”: *Studies in Biblical Law and Interpretation*, 330.

19) B. W. Anderson, *The Living World of the Old Testament* (Harlow, Essex: Longman, 1993), 284.

20) D. M. Carr, *Writing on the Tablet of the Heart*, 137.

21) B. S. Childs, *The book of Exodus*, 468.

22) Jer 34:9, 14 reflects the memory of the debt-slave law for the post exilic community.

23) N. M. Sarna, *Exploring Exodus: The Origins of Biblical Israel* (New York: Schocken Books, 1996), 161.

Covenant, the historical setting of the debt-slave laws would be rural rather than urbanized situation. Alt also argues that the time of the adoption of Canaanite law must lie in the generations between the entry and the foundation of the Israelite kingdoms in Palestine, when the Israelite first came into close contact with the Canaanites.<sup>24)</sup> Third, the debt slave laws were established in the process of developing nations. The historical setting of slave laws depicts the earliest stage of economic growth in a small chiefdom. Without economic stability, the owner could not manage his domestic chattel in his house. The context of the Book of Covenant gives us some vestiges of the early kingdom of Israel although extra-biblical evidence is scanty.

## 6. Intertextual Analysis

Discussion may now turn to the intertextual aspects of Exodus 21:2-11, Deuteronomy 15:12-18, and Leviticus 25:39-45.

The first major instance of an intertextual reading in these passages occurs in Exodus 21:2, “when you buy a Hebrew male servant, six years he shall serve / but in the seventh he shall go out free without compensation.” Within the context of Exodus 21:2-11, the verse presents one of Yahweh’s instructions to the Hebrew male servant concerning his freedom after six years. Specifically, the verse does not depict any economic support from his owner. Furthermore, there is no stipulation for the female servant’s freedom after six years.

On the other hand, the language of Deuteronomy elucidates several issues of Exodus’ debt slave laws.

Deuteronomy 15:12-18

12 When your brother the Hebrew man or the Hebrew woman will be sold to you, and he shall serve you six years and in the seventh year you shall let him go free from you 13 and when you will let him go free from you. You shall not let him go empty handed 14 You shall surely make necklace for him from your flock and from your threshing floor and from your wine vat that the LORD your God blessed you, you shall give to him 15 and you shall remember that you were a servant in the land of

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24) A. Alt, *Essays on Old Testament History and Religion*, 129.

Egypt and YHWH your God redeemed you therefore I am commanding you this word today. 16 and it will be happen when he shall say to you I will not go out from you for he loved you and your house since it was good to him with you 17 and you shall take an awl and you shall set in his ear and in the door and he shall be belong to you a servant forever and also to your female servant you shall do the same. 18 You shall not be harden in your eyes when you send him your hired servant six years and the LORD your God blessed you in all that you will do

First, the Deuteronomistic slave law adds stipulations for the Hebrew woman. In Exodus 21:7, the debt-slave law prohibits the Hebrew woman from leaving her owner. However, the Deuteronomistic slave law gives a chance to the Hebrew woman to leave her enslavement after her six years work. Second, the Deuteronomistic slave law allows the Hebrew male slave to be compensated from the property of his owner. In Exodus 21:2, 11, the Hebrew male servant and female servant leaves their home without compensation. But according to the Deutronomistic slave law, they can receive economic support from their owner. In this respect, the Deuteronomistic slave law not only interprets the debt-slave law in the Book of the Covenant, but also inserts new interpretation in their text in order to apply in their historical setting.

A similar concern for stipulations of the Hebrew servants occurs in Leviticus 25:39-45.

Leviticus 25:39-45

39 If your brother was impoverished under your authority, sold to you, do not make him work as a slave. 40 He shall remain under you as a resident hireling he shall work under you until the jubilee year 41 Then he and his children with him shall be released from your authority. He shall return to his kin group and return to his ancestral holding 42 For they are my slaves, whom I freed from the land of Egypt, they shall not be sold as slaves are sold 43 You shall not rule over him with harshness. You shall fear your God 44 Male and female slaves as you may have from the nations around about you, from them that you may buy male and female slaves. 45 Also from among the children of residents who live under your sway, from them you shall buy, or from their kin groups that are under your sway, whom they begot in your land. These shall become your property.

In Leviticus 25:39-45, the Leviticus slave law reveals different perspectives from both the Exodus slave law and the Deuteronomistic slave law but complements them. The Leviticus slave law protects an Israelite brother, who is a father and has sons. The Leviticus slave law regards an Israelite slave as a brother, who needs economic support from his other brothers. The Leviticus slave enables the Israelite to buy their servants from their kin groups. By avoiding to use the Hebrew noun “עֶבֶד עִבְרִי (Hebrew slave),” the Leviticus slave clarifies the kind of brother. The brother is a father and has sons but has to dwell with his owner. In contrast to this, the Exodus slave law suggests different cases. An unmarried slave should leave alone (Exo 21:3a). A slave who is married before he becomes a slave, but without children, will be free after six years together with his wife (Exo 21:3b). A slave married by his owner while he is a slave, will be free after six years, but must leave his wife and children with his owner (Exo 21:4). Comparing these stipulations to the Leviticus slave law, the Leviticus slave law does consider the case where a debt-slave is bought and sold together with his children. They no longer serve for six years, but can leave until the Jubilee year. Therefore, it is assumed that the Leviticus slave law functions as a supplement to the Exodus slave law.

Overall, three different laws (Exo 21:2-11; Deu 15:12-18; Lev 25:39-45) reflect their different historical setting but complement each other. Apart from the priority over other laws, each slave law mutually explains and completes each stipulation.

## **7. Interpretation of Exodus 21:2-11**

In this section, I will interpret the debt-slave law and explain the function of the debt-slave law in Exodus 21:2-11. In Exodus 21:2-11, two slave laws symmetrically contrasts each other. In Exodus 21:2, the Hebrew slave is to be released at the end of six years. On the other hand, in Exodus 21:7, the female slave who was sold by her father could not go free. Instead, the subunits of the law in Exodus 21:7-11 open the opportunity for the enslaved daughter. Without offering three properties (food, garment, and oil) for the owner’s concubine, the

owner has to release her without her work for six years. My main focus of interpretation on the debt-law is to answer why scribes use this symmetric structure. Among this symmetric structure, the slave's own voice in Exodus 21:5 is the key to understanding their intention.

First, scribes attempt to unify their identity by using the contrast between the Hebrew male servant and a foreign people. As I discussed the concept of the Hebrew noun “עֶבֶד עִבְרִי” (Hebrew slave)” in the historical setting, it refers to economically marginalized Israelites. But the contrast between the economically marginalized Hebrew servant and the Hebrew noun “עַם נָכְרִי” (a foreign people)” (Exo 21:8) also reflects the ethnicity of “עֶבֶד עִבְרִי” (Hebrew slave).” In Exodus 21:8, although the owner's concubine was displeasing to him, he redeems his concubine and cannot be allowed to sell her to a foreign people. This stipulation brings negative images to foreign people. In contrast to this, in Exodus 21:4a, the owner gives his maidservant (or maybe concubine) to the Hebrew slave except sending the Hebrew servant's family with him after his work for six years (Exo 21:4b). If so, why did scribes of the Book of the Covenant compare the Hebrew servant with foreign people but not allow his family to be sent with him? Since a foreign person has no relationship with the owner, giving his concubine would contaminate the owner's purity. For example, Nehemiah's social historical setting fit this situation. In Nehemiah 5:1-10, Nehemiah tried to stop the debt-slave among the Judean community. In particular, in Nehemiah 5:8, Nehemiah has negative feelings toward foreigners who bought the Jews. From this intertextual interpretation, scribes prohibit owner's female servants from giving a foreign people, insofar as the debt-slave law infringes the identity of the Judean society.

Second, the Hebrew slave's personal confession before the court highlights the observance of God's law. In light of casuistic laws of Exodus, it is rare to find a phrase by the narrator with emotion except Exodus 21:5. After the Hebrew slave speaks out his emotional confession before his owner, he was brought to the door or doorpost, and his owner pierces his ear with an awl. Then, he becomes a permanent chattel for his owner. This process echoes prophets' announcement towards his people. For example, Zechariah describes the Israelites behavior as follows: “Zechariah 7:12a and-their-hearts they-made flint against-listening the-instruction and-the-words which YHWH of-hosts sent

by-his-spirit in-the-hand-of-the-earlier prophets.” The Israelite did not open their heart before YHWH. They are not willing to listen to the instruction of YHWH.

## 8. Conclusion

In conclusion, as I have analyzed the form, structure, genre, setting, and intertextual interpretation for the debt-law in Exodus 21:2-11, I found that the slave’s own voice evidently reflects scribes’ intentionality for their community, although personal confession is peculiar within the caustic laws (Exo 21:1-22:17[16]). In one sense, the slave’s own voice reflects Carol Newsom’s concept, a polyphonic voice in the text.<sup>25)</sup> Perhaps, scribes’ historical setting has had impact on his writing, but their independent voice for the Judean community still remains in the Hebrew Scriptures. As the Israelite became God’s faithful servants in Sinai narrative, the owner of the Hebrew servant is evidently related to the image of God. The Israelite as God’s faithful servant must confess their love through the process of a permanent chattel for God.

### <Keywords>

Oral-Written memorized forms, The Debt-Slave Law, The Book of the Covenant, Form critical approach, Intertextual Approach.

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25) C. A. Newsom, “The Book of Job as Polyphonic Text”, *JSOT* 97 (2002), 87–108.

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<Abstract>

## **An Analysis of the Debt-Slave Law in the Book of the Covenant**

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An important introductory section in the Book of the Covenant (Exo 20:22-23:33), the debt-slave law (Exo 21:2-11), presents a challenge to biblical scholars who have struggled to explain the relationship between the Hebrew male slave and female slave based on ancient Near Eastern parallels as well as intertextual approaches. The casuistic laws in the debt-slave law (“if-then” forms) evidently reflect numerous characteristics of ancient Near Eastern law codes, particularly the Code of Hammurabi from the second millennium BCE. As a result, scholars have historically not only insisted on the antiquity of the debt-slave law but have also focused on the compositional history of Exodus. Additionally, scholars have also noted the intertextual relationships of three laws among the debt-slave laws (Exo 21:2-11; Deu 15:12-18; Lev 25:39-46). These laws together have enabled scholars to examine other aspects of the Hebrew slave laws: the manumission for the Hebrew female slave (Deu 15:12) and the Jubilee year for all slaves (Lev 25:40). Although scholarly endeavors to define characteristics of the debt-slave law have shed light on understanding how law functions in ancient Israel, they only apply their interpretative methodologies to other slave laws rather than other intertextual narratives in the Hebrew Bible. In this paper, as I consider these intertextual allusions in debt-slave law, I argue that the debt-slave law in Exodus 21:2-11, apparent in David Carr’s “oral-written memorized forms,” denotes one particular narrative element concerning the Hebrew slave’s strong feelings towards his family. It is significant that the chiasmic structure in Exodus 21:2-11 and “if-then” stipulations reflect “oral-written memorized forms,” as found in the Code of Hammurabi, in ancient Israel’s educated enculturation curriculum. However, the debt-slave law does not simply preserve “oral-written memorize forms,” but also describes its setting by using the Hebrew slave’s own voice: “I loved my

owner, my wife, and my children! I shall not go out free!” (Exo 21:5). This paper proceeds in four stages; first, on the basis of critical notes, it translates the debt-slave law; second, it examines the literary form and setting of Exodus 21:2-11 within the larger literary framework of the Book of the Covenant (Exo 20:22-23:33); third, it identifies and examines a number of intertextual relationships between Exodus 21:2-11 and texts from the Hebrew slave laws in Leviticus and Deuteronomy; finally, it not only draws conclusions concerning how these intertextual interpretations complement each other, but also reveals the role of narrative in the law.