

## ŠATTIWAZA'S DECLARATION (CTH 52)

### RECONSIDERED\*

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Since its publication in 1916, the so-called “Šattiwaza-Šuppiluliuma treaty” (CTH 52) gained considerable attention as an important source for historical reconstruction. But, strange as it may seem, no due attention was devoted to its legal aspects, and particularly to its unique form and nature. In the following lecture, I will try to show that this document, which is no more than a supplement to the treaty of CTH 51, reflects high rate of suspicion toward Šattiwaza, and it is a question whether we may regard it as a favorable treaty.

Let us start with the question what kind of document is CTH 52. Contrary to the widely accepted practice to regard this document as a “treaty”, it is no more than a “binding”. The essence of a contract or a treaty is the binding *promise*. And one of the essential requirements of a promise, hence of a contract or treaty, is the *specification* of its terms. In the present document, Šattiwaza and the Hurrians made only one promise: to observe “the words of this treaty and the oath” (rev. 44-53). But no details are given regarding these “words of this treaty”, nor are provisions to be observed included. It is obvious, then, that this promise of Šattiwaza refers to the terms specified in CTH 51, the treaty drawn up to Šattiwaza, while CTH 52 is no more than a *supplement* to that treaty. It will be proper to regard it as a mere “binding”, in the sense of something that imposes one or more legal duties on a person or institution. It is “binding”, because it includes an oath to observe the terms specified in CTH 51, and because Šattiwaza's declaration in the prologue committed

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him to its specific version of the historical facts, and to the promise he gave to Šuppiluliuma, included therein (obv. 28-30).

Regarding the question who drew up this document, one should agree with G. Beckman, that "both treaties were composed by the Hittite chancellery on behalf of the Great King" (1996: 37). First, not all the sections of *CTH* 52 present Šattiwaza as the speaker. The first set of curses and blessings (rev. 25-39) is formulated in the *second person*, and it is clearly a dictation by the Hittite party, as is also the "tablet clause" (rev. 7ff.). Moreover, the whole section of the curses and blessings (rev. 8-39), duplicates the parallel set of *CTH* 51.I: A rev. 38-53, 58-75, and the list of the Mittanian divine witnesses (rev. 40-43) duplicates the parallel list of *CTH* 51.I: A rev. 54-58. Second, even in the sections in which Šattiwaza is the speaker, one can hardly find any statement granting him any special advantage that would support the conclusion that he had dictated it, or even had only some impact on it in his favor.

Turning to some peculiarities of the section of curses and blessings, its second set of curses and blessings (rev. 44-62) is formulated in the *first person*, as a declaration made by Šattiwaza and the Hurrians, and is preceded by a list of only *Mittanian* divinities (rev. 40-43). Namely, *it was addressed only to Šattiwaza's and the Hurrians' own divinities*. Formulation of this section in the *first person* is unique in the available Hittite treaties, but it is found in the Hittite "oaths of the office" by which Hittite dignitaries were sworn in. This indicates that one of the reasons for the drafting of *CTH* 52 was to make Šattiwaza undertake a more binding commitment than that of the regular vassal kings. On the other hand, addressing this declaration to only the Mittanian gods indicates that the Hittites did not want the historical facts detailed in this declaration to be presented to the Hittite gods. This, because it refers to Šuppiluliuma's help to Šattiwaza, which constituted a violation of his treaty with Artatama (see below).

This would accord with another peculiarity in this document that is found in the "tablet clause". Although the beginning of the reverse side is extremely damaged, the traces indicate that this clause started in line 7, and required the deposit of a copy of this document *only* before the Storm-god, Lord of the *kurinnu* of Kahat, in *Mittani*. This stands in sharp contrast to the requirement made in *CTH* 51.I: A, rev. 35-36, according to which its copies should be placed both in Mittani and Hatti. The reason for this seems to be the same as that of addressing this declaration only to the Mittanian gods. In any event, however, it indicates that *CTH* 52 was deemed by its drafters as differing in its function from the treaty.

As for the prologue of *CTH* 52, it does not duplicate that of *CTH* 51, but rather complements it, by providing details that were deliberately omitted in *CTH* 51. To this prologue, the drafters transferred all the facts and assertions, which for one reason or another could not be presented in the prologue of *CTH* 51, but which

Hittite interests required that they be declared and acknowledged by Šattiwaza. These include: (1) A reserved accusation against Artatama, followed by a detailed accusation against Šuttarna (1-14a); (2) the circumstances that forced Šattiwaza to seek refuge by Šuppiluliuma (14b-17), followed by a description of Šattiwaza's flight and his submission to Šuppiluliuma (18-21); (3) A description of the favorable treatment Šattiwaza has experienced in Hatti and the favors Šuppiluliuma conferred on him (22-36a), as well as of the promises Šattiwaza made to Šuppiluliuma (28-30), and (4) A detailed account of the Hittite campaign against Šuttarna.

The transfer of these to *CTH* 52 was done no doubt because of the problem that faced the drafters: how to reconcile their reference to the still valid treaty that Šuppiluliuma had concluded with Artatama (*CTH* 51.I: A obv. 1-2; note that they do not declare this treaty as void) with the favors extended to Šattiwaza, the archenemy of Artatama's son. The solution was to transfer all the details about these favors to the "Declaration of Šattiwaza" (*CTH* 52), while retaining in *CTH* 51.I: A obv. 56 only a laconic reference to them, the minimum needed to provide the consideration, or the *causa*, for Šattiwaza's submission. By declaring these favors, Šattiwaza acknowledged, by his own words, his obligation of gratitude for all of them, and this - without committing the Hittites to this version of facts and occurrences. At the same time, his accusations against Artatama, and particularly against Šuttarna, justified the favors done to him, and confirmed the Hittite argument that all these favors were done in order to save Mittani (*CTH* 51.I: A, 57). This justification, in turn, deprived him from raising in the future accusations against Šuppiluliuma - in order to besmirch his image in the eyes of the gods - of violating his treaty with Artatama.

In view of all these efforts and maneuvers to circumvent the problem posed by the treaty with Artatama, one is left wondering why at all was that treaty mentioned in *CTH* 51? The more so, as that treaty with Artatama is not mentioned anymore in that document, and even Artatama and Šuttarna are hardly mentioned there, contrary to the significant role they played in *CTH* 52. The only reasonable answer is that Šuppiluliuma doubted either the credibility of Šattiwaza or his ability to effectively control Mittani, and preferred to leave an opening to switch sides and help Šuttarna against Šattiwaza. By declaring in *CTH* 51 that he has a valid treaty with Artatama, Šuppiluliuma provided an implicit, post factum, justification for not helping Šattiwaza to defeat Šuttarna. More important, however, is that by that reference he also created an opening to renew his connection with Artatama or Šuttarna without having to fear of being accused by Šattiwaza for violating the present treaty. Before going on with this thesis, I need to revert to the description of the Hittite campaign against Šuttarna.

The end of the description of this campaign is missing. Yet, from *CTH* 51.I: A obv. 59-60, which declares Šattiwaza as the king of Mittani and Šuppiluliuma's daughter as its queen, it is at least clear that the campaign had succeeded in installing Šattiwaza on the throne of Mittani. The little that has survived in HT 21+*KUB* VII 80 (Friedrich 1924): lines 14-20, seems to indicate an unexpected turn in the campaign, as a result of which it had to be stopped. The double reference to the fact that the Hittite army suffered starvation because the environment of Pakarripa was a wasteland (lines 8-10, 19), seems to provide an excuse for the decision to stop the expedition. The statement in HT lines 14-15, that Šuttarna filled up the towns under his control with every thing needed, seems to serve the same end: it meant to emphasize that in view of the starvation of the army, and the capability of the cities under Šuttarna's control to endure a long siege, there was no sense to continue the expedition. Line 19 seems to contain the beginning of Šattiwaza's decision to stop the campaign in view of the starvation that effected the army. If this impression is correct, then it is significant that the document put the responsibility for stopping the expedition before achieving its main goal on Šattiwaza. In such a case, it was important for the Hittite drafters that Šattiwaza would admit by his own words that it was he who stopped the campaign, removing thereby any fault from the Hittites for not fulfilling their promise to him. It may be noted, for that matter, that actually nowhere in *CTH* 51 or 52 is there any mention of a promise given to Šattiwaza that either Šuttarna or Artatama would be dethroned.

Let us return now to the thesis that the reference to the treaty concluded between Šuppiluliuma and Artatama was intended to leave an opening for Šuppiluliuma to switch sides and help Šuttarna against Šattiwaza. This thesis is supported in the first place by Šattiwaza's promise to Šuppiluliuma to the effect that the present position of Artatama will not be changed and, as for himself, he is content with the position of *tertennūtu* (*CTH* 52.I: obv. 28-30). Such an arrangement not only was unthinkable on the part of Šattiwaza, but also out of question for Šuppiluliuma. For it means that Šattiwaza, instead of being subordinated only to Šuppiluliuma, would be subordinated as well to another sovereign king, to Artatama; the more so, as this Artatama was at that time in all probability under Assyrian influence, if not authority. Yet, this promise was made by Šattiwaza to Šuppiluliuma, i.e., the only one who was bound by it was rather Šattiwaza, while Šuppiluliuma was free to decide whether or not to demand its fulfillment. This "promise" was, then, a device to circumvent the legal problem posed by the treaty with Artatama, on the one hand, and to leave an opening for the Hittites to change their policy toward Šuttarna, on the other. At the same time, it also served to forestall the possibility that Šattiwaza would raise an accusation against Šuppiluliuma, for violating his treaty with Artatama. In such a case, this "promise" would stand against it. As for Artatama, let

me add parenthetically, that contrary to my previous opinion, I tend now to follow Goetze (1957: 66-68) and understand this designation as referring to a real situation, according to which Artatama was still alive, and still ruled as "King of the Hurri Land" over a certain territory in northern or northeastern Mesopotamia under the aegis of Assyria. As was suggested by Wilhelm (1989: 38), Artatama might have been then still considered as the nominal king of all the Hurrian territory, of which Mittani, though the most important, was only a part, while Šuttarna, upon seizing the throne of Mittani, acted under the authority of Artatama. This would better explain why *CTH* 51.I: A, obv. 49 speaks about the god Teššub as having decided the case of *Artatama* and not of Šuttarna.

A second support for the above thesis, regarding the reference to the treaty with Artatama, is the implied accusation against Šattiwaza for killing his father. In *CTH* 51.I: A obv. 48 we are told that "At that time, his son plotted with his servants, and he slew his father, Tušratta, the king." We are not told who was this son, and, since no other son is mentioned throughout this prologue, the inevitable conclusion of the reader is that this son was in fact Šattiwaza. This reference was, however, by no means unavoidable. The drafters could have simply said that Tušratta was murdered by his servants, without any reference to the role of his son in this plot. If they nevertheless made this reference, hinting thereby that Šattiwaza was the one who killed his father, it should have been done for some purpose. By implying that Šattiwaza killed his father Tušratta, the drafters had very likely in mind to maintain the possibility of openly accusing Šattiwaza for the murder, should he repudiate his treaty. If this were to happen, such an accusation would blacken Šattiwaza's image in the eyes of the gods and depict him as a sinner, and this, in turn, would bring the gods to reject his own accusation against the Hittites.

All the above facts seem to indicate a mistrust of Šattiwaza by the Hittite court, and evoke doubts whether we may concur with the quite general opinion that Šattiwaza was granted a favorable treaty. The two following facts seem to strengthen these doubts. First, it may be noted that this treaty does not promise the kingship over Mittani to the son and the grandson of Šattiwaza; at least in the surviving sections of this treaty. *CTH* 51 does stipulate that the offspring of Šattiwaza and the offspring of Šuppiluliuma's daughter shall in the future be equals in the land of Mittani (*CTH* 51.I: A obv. 63); that the people of Mittani would in the future not oppose the offspring of Šattiwaza and of Šuppiluliuma's daughter (lines 64-65); and that the sons and grandsons of Šattiwaza shall be recognized as brothers and equals to Šuppiluliuma's grandsons (66-67). Nothing is said, however, that they would in the future exercise the kingship in the land of Mittani. Indeed, the lower portion of text A is missing. Yet, taking into account the place of such a promise in the treaties

of Šunaššura, Duppi-Teššub, Alakšandu, Bentešina and Kurunta, one would have expected such a promise to appear before the break, in connection to what was said and promised in the previous lines A obv. 59-67, and particularly following line 63, where it stipulates the status of the offspring of Šattiwaza and Šuppiluliuma's daughter.

Further on, while the treaty does promise the kingship of Mittani to Šattiwaza (A obv. 59ff.), there is no mention, at least in its parts that survived, of any military protection that Šuppiluliuma would extend to Šattiwaza in the event of an external military attack or internal revolution against him. This again stands contrary to what we find in many vassal-treaties and edicts. Indeed, what has survived of the first lines of the reverse does suggest that a case of an attack upon Šattiwaza or Mittani had been dealt with. Yet, what has survived in line 7 of the reverse suggests that, whatever promise was made to Šattiwaza in this provision, it should have been quite limited in scope.

Thus, although by no means can we rule out the possibility that the above-mentioned promises were given to Šattiwaza, there is still some reason to suspect it. At least it should make us more cautious in regarding this treaty as granting to Šattiwaza much higher status than that granted to the ordinary subordinated kings. If these observations would be proved valid, it would mean that the Hittites did not want to commit themselves to a later generation, and preferred to leave an opening to transfer their support to Šuttarna or to another figure.

### References

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