

SYMBOLAE OSLOENSES FASC. SUPPLET. XXIV

THREE DEMOTIC PAPYRI
IN THE BROOKLYN MUSEUM

*A Contribution to the Study of Contracts
and their Instruments
in Ptolemaic Egypt*

BY

RICHARD HOLTON PIERCE

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PREFACE

The following study is a somewhat altered version of a doctoral dissertation accepted at Brown University in June, 1963, as partial fulfillment of the requirements for the degree of Doctor of Philosophy in the Department of Egyptology.¹ I am indebted to Dr. Bernard V. Bothmer of the Brooklyn Museum for permission to publish the Brooklyn Papyri which form the basis of this study and for supplying photographs and other essential information. I am also beholdng to the authorities of the British Museum for photographs of unpublished papyri and to Professors M. Malinine and G. Botti through whom photographs of other papyri became available to me.

Prof. George R. Hughes sent me some valuable comments on important details. Prof. A. J. Sachs directed me to some useful references and saved me from considerable wasted effort by advice regarding Mesopotamian legal sources. In addition I am much indebted to Prof. A. L. Boegehold for many thought-provoking conversations, for not a few references, and for having read and commented upon sizable portions of the original dissertation.

To my already lengthy list of creditors it is a pleasure to add Prof. Knut Kleve, whose friendly and constant assistance places me permanently in debt to him, *Norges Almenvitenskapelige Forskningsråd*, which has borne the cost of publication, and the authorities of the *Symbolae Osloenses* who have permitted me to publish this study in their supplementary series.

Finally, I wish to record my lasting gratitude to Prof. R. A. Parker, my respected teacher. He it was who brought the Brooklyn Papyri to my attention and generously relinquished to me his right of publication.

¹ The original dissertation was reviewed by Prof. Erwin Seidl, 1965, pp. 241–244, and through his kindness came to the attention of other specialists in the field of ancient law. Cf. Seidl, 1964, pp. 477 and 509; P(estman), 1966, p. 641; Modrzejewski, 1967, p. 162; and *Annual Egyptological Bibliography 1965* (Leiden, 1969) no. 65383.

SIGNS AND ABBREVIATIONS

- < Derives from.
 > Develops into.
 [] In transliterations and translations of demotic texts and in Greek texts and translations of Greek texts: enclosing damaged words or parts of words restored by modern writers.
 □ □ Enclosing words the reading or translation of which is open to question.
 () In transliterations, enclosing words not written by the scribe but probably present in the spoken language; in translations, enclosing words added by the modern writer to clarify the sense. In Greek texts, enclosing words abbreviated or represented by sigla.
 < > Enclosing words omitted in error by the scribe.
 { } Enclosing words to be deleted.
 ' ' Enclosing words added above the line by the scribe by way of correction.
 · Beneath a Greek letter, indicating that the letter is damaged.
 abn. abnormal.
Aegyptus. *Aegyptus. Rivista italiana di egittologia e di papirologia.* Milano.
 Aram. Aramaic.
AJSL. *The American Journal of Semitic Languages and Literatures.* Chicago.
ASAF. *Service des Antiquités. Annales.* Le Caire.
 BCH. *Bulletin de Correspondance Hellénique.* Paris.
C.d'E. *Chronique d'Égypte. Bulletin périodique de la Fondation égyptologique Reine Elisabeth.* Bruxelles.
 Dem. Demotic.
 Gr. Greek.
 hier. hieratic.
I.G. *Inscriptiones Graecae. Consilio et auctoritate Academiae Litterarum Regiae Borussiae editae.* Vols. 1-. Berlin, 1873-.
JE. *The Journal of Egyptian Archaeology.* London.
JHS. *Journal of Hellenic Studies.* London.
LSJ. *A Greek-English Lexicon* compiled by H. Liddell and R. Scott. *A New Edition, etc.* Oxford, 1940. 9th ed.

- Mizraim.* *Mizraim. Journal of Papyrology, Egyptology, History of Ancient Laws and Their Relations to the Civilizations of Bible Lands.* New York.
- OGIS* W. Dittenberger. *Oriens Graeci Inscriptiones Selectae.* Vols. 1–2. Leipzig, 1903, 1905.
- P.** Papyrus.
- RE* *Realenzyklopädie der klassischen Altertumswissenschaft.* Stuttgart.
- SEG* *Supplementum Epigraphicum Graecum.* Leyden.
- SIG* W. Dittenberger. *Sylloge Inscriptionum Graecarum.* 2nd ed. (Leipzig, 1898–1901), 3rd ed. (Leipzig, 1915–1924.)
- Wb.* A. Erman and H. Grapow. *Wörterbuch der ägyptischen Sprache.* Vols. 1–5 and supplements. (Leipzig, 1926–1950).
- ZAS* *Zeitschrift für ägyptische Sprache und Altertumskunde.* Leipzig.
- ZSS.RA.* *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte. Romanistische Abteilung.* Weimar.

Unless otherwise indicated, the abbreviations for the Greek papyri are those employed by the *Berichtigungsliste der griechischen Papyrusurkunden aus Aegypten.* Vols. 1–5 (Berlin-Leipzig; Leiden, 1922–1969).

INTRODUCTION

The three demotic papyri published here are the property of the Brooklyn Museum and bear the numbers 37.1796 E, 37.1802 E, and 37.1803 E. All formerly belonged to the New York Historical Society and at that time were numbered 378, 380, and 379 respectively.¹

According to the records of the Brooklyn Museum Henry Abbott acquired his papyri in Egypt between 1832 and 1852.² The Museum's records also indicate that numbers 37.1802 E and 37.1803 E came from Saqqara and that the provenience of 37.1796 E was unknown.

In fact, all three Brooklyn papyri and demotic papyrus number 22 of the *Bibliotheca Apostolica del Vaticano* belong to the same archive and doubtless are of the same provenience.

In all four texts the same man is creditor, all were drawn up within a space of two days, and all were registered in the Anubieion at Saqqara.³

I have been unable to uncover any information about the discovery of these documents; but insofar as they have no evident connection

¹ *New York Historical Society*, 1915, p. 21. The Catalogue erroneously describes the papyri as recording sales of land.

² For information about Abbott consult Dawson, 1951, p. 1; Wilson, 1964, pp. 35, 39, and 213; and Adler, 1893, pp. XXI–XXXIV, esp. pp. XXXII–XXXIII.

³ The Vatican papyrus was formerly in the Vatican Museum. The number here cited is that assigned to it in the catalogue of demotic papyri in the *Bibliotheca Apostolica* prepared by Prof. G. Botti. A hand-copy and translation of this text were published by E. Revillout, 1883, pp. 25–26 and pls. 6–7. Revillout also published a translation of the body of this text in 1886, p. 85, and in 1903, pp. 1301–1303. The dating formula was discussed by Spiegelberg, 1903, pp. 13–14.

with the other demotic papyri found in the vicinity of Memphis, they may constitute a separate find.¹

The Brooklyn papyri have long been known to demotists, notice of their existence and contents having been furnished by E. Revillout in 1883.² Both W. Spiegelberg and Sir Herbert Thompson had reproductions of them which they used for the compilation of their demotic dictionaries.³ K. Sethe also made use of them in his exemplary publication of demotic texts recording sureties: but apparently he had only Revillout's hand-copies on which to rely. The Greek docketts have been examined by E. Revillout, A. S. Hunt, E. Goodspeed, U. Wilcken, and H. C. Youtie.⁴

¹ For a survey of the Greek and demotic papyri from the Memphite area which date to the Ptolemaic period consult Wilcken, 1927, pp. 1–6; Preisendanz, 1933, pp. 80–83; and Calderini, 1933, pp. 674–689.

² Revillout, 1883, pp. 26–27 and pl. 7. He provided a hand-copy and translation of dem. pap. Brooklyn 37. 1802E. The numbers he gave for the papyri are those assigned to them in the catalogue of Abbott's collection; *Abbott Collection*, 1853, p. 28. Number 373 is dem. pap. Brooklyn 37. 1796E, number 374 is dem. pap. Brooklyn 37. 1803E, and number 375 is dem. pap. Brooklyn 37. 1802E. See also Revillout, 1903, pp. 1303–1304.

³ Spiegelberg, 1930, p. 56 and n. 3. Thompson had photographs which had been sent to him by N. J. Reich.

⁴ Wilcken, 1927, p. 619. Prof. R. A. Parker informed me that photographs of the docketts had been submitted to Youtie.

Chapter I

DEMOTIC PAPYRUS BROOKLYN 37.1796E

Description:

Dem. P. Brooklyn 37.1796E documents a sale with deferred delivery, dated February 15, 108 B. C., and in all likelihood comes from Saqqara (*v.* Introduction). The main text is written on the *recto*, parallel with the fibers. The signatures of the witnesses on the *verso* are written across the fibers. The papyrus, as preserved, has a maximum height of 27.6 cm. and a maximum breadth of 14.9 cm.

*Transcription:*¹

1. [h₃.t-sp¹ 9.t² tpy pr.t³ sw] c_rk_y⁴ (n)⁵ n₃ Pr-[c₃.w⁶ K]wp]tr[₃ irm Ptwlmys]
2. [n₃ ntr.w mr-mw.t⁷ nty lk hb⁸] w^cb⁹ ₃lgs₃ntrs irm n₃ n[tr.w nty lk h]b irm
3. [n₃ ntr.w sn.w irm n₃ ntr.w] mn_h.w¹⁰ irm n₃ ntr.w mr-it=w irm n₃ ntr.w nty pr.(w) irm p₃ ntr
4. [nty it=f¹¹ irm p₃ ntr] mr-mw.t irm p₃ ntr mn_h mr-it=f¹² [irm p₃ ntr mn_h¹³] irm t₃ ntr.t
5. [mr-mw.]t irm [n₃ ntr.w mr-mw.t nty] lk hb Ptwlmys s₃ Pr-c₃ Ptwlmys⁹
6. [irm t₃ w^cb.t¹⁴ (n)] t₃ [Pr-c₃.t K]wptr₃ t₃ ntr.t¹⁵ mn_h.t nty mr-mw.t [nty lk hb] t₃ mr-hp¹⁶

¹ The restorations in the dating formula of dem. P. Brooklyn 37.1796E are based on the parallel dating formulae in dem. P. Brooklyn 37.1802E and 37.1803E and in dem. P. Vat. 22. For a discussion of the dating formula of dem. P. Vat. 22 consult W. Spiegelberg, 1903, pp. 13–14.

7. [t3 nb . t kn]y¹⁷ [irm 3yrvw p3]lw¹⁸ (n) 2Is . t c3 . t r _____¹⁹ mw . t
ntr irm t3 w^cb . [t (n) 3rsyn3] t3 mr-it=s
8. irm [t3] f3y [klm²⁰ (n) t3] Pr-c3 . t Klwptr3 t3 ntr . t mnh . t nty
mr-mw . t nty lk hb
9. t3 mr-hp t3 nb . t kny irm t3 f3y mw²¹ (n) t3 Pr-c3 . t Kl[wptr3 t3
ntr . t
10. mnh . t [nty mr-mw . t nty lk hb] t3 mr-hp t3 nb . t kny irm t3 f3y tn
(n) nb m-b3h
11. [3rsyn3 t3 mr-sn] irm t3 f3y . t sp kny m-b3h B3r[nyg3] t3 mnh . t
12. [nty] hpr n R^c-[kd . t]²² dd²³ wy^{c24} rmt (n)²⁵ Pr-^c _____²⁶ (n) p3
t3 (n) W'n-^c _____²⁷ Dd-hr-p3-hb²⁸
13. s3 Hr-m-hb m[w . t]f [T3-(nt)-w3] n swty²⁹ rmt (n) Pr-hn-^cInp³⁰
nty hr n3 shn . w n Mn-nfr³¹⁻³²
14. Hr-m-hy³³ s3 Hr-^cInp mw . t=f <T3-(nt)->wn-bs dy=k n=y³⁴ swn³⁵ (n)
r _____ r _____³⁶ rkrmyⁿ³⁷
15. 6 1/2 1/4 t3y=w p3y r _____ r _____ r 3 1/4 1/8 (r)
r _____ r _____ rkrmy[n]^r 6 1/2 1/4 cn³²
16. (n)³⁸ r^c-wh3³⁹ sp=y st (n) dr . t=k⁴⁰ h3 . t=y mty [n-im=w (n) iwty] sp nb
mtw=y
17. mh=k⁴¹ (n) n3 pr . w nty hry pr . w dr=w iw=w w^cb⁴² (n) iwty sn-nw (n)
t3 i[yp] . t⁴³ (n) hft-h (n) Pr-hn-^cInp
18. nty wd3 irm p3y=s gst⁴⁴ nty wd3 iw=w hy=w iw=w f3y=w iw=w
swty=w r dr . t=k (n) p3y=k
19. c . wy⁴⁵ nty (n) Pr-hn-^cInp s3^c h3 . t-sp 9 . t tpy smw ibd 2 smw⁴⁶ r ibd
[2 (n) t3 rnp . t] nty hry (n) w3 (n)
20. sp ip nb mdt nb (n) p3 t3 n3 pr . w⁴⁷ n-im=w nty iw bn iw=y [dy . t st]
n=k (n) p3y=w sw n dy . t⁴⁸ nty hry
21. iw=y dy . t st n=k irm p3y=w 1 r 1 1/2⁴⁹ (n) p3 ibd nty m-s3f⁵⁰ n htr (n)
iwty mn⁵¹ g3 w^c hrw
22. hn hrw 2 (n) sw nb n mdw irm=y⁵² (r)-db3 . t=w nty i(w)=k (r) ir=f m-s3
p3y-w sw dy . t nty hry³²
23. bn⁵³ iw=y rh dy . t n=k ky sw r-r=w⁵⁴ bn iw=y rh dd dy=y n=k
24. pr n-im=w (n) iwty iw⁵⁵ nty nb nty mtw=y hn^c n3 nty iw=y dy . t hpr=w
t3 iw . t⁵⁶ (n) p3 ip
25. (n) p3 sh nty hry bn⁵⁷ iw=y rh dd ir=y n=k r h mdt nb nty hry r p3 sh
nty hry (n) dr . t=k p3y=k rd⁵⁸
26. p3 nty nh^t r mdt nb nty iw=f (r) dd=w⁵⁹ irm=y (n) rn (n) mdt nb nty
hry mtw=y ir=w (r) hrw=f⁶⁰ (n) htr

27. (n) iwty m[n iw s]dm-cš (n) p3 bik Ꞁ < rmt (n) > Ꞁ Ꞁ _____ Ꞁ⁶¹ p3
 dny (n) Ꞁ p3 tš Ꞁ nty hry-³²
28. Hr-m-[hy]⁶² s3 Wn-nfr mw.t:f T3-šry.t-(n)-Hr dd⁶³ i-iry⁶⁴ mdt nb
 nty hry h3.t:y
29. mt[y n-im=w] i(w)=k m-s3-y⁶⁵ (n) ir n=k (r) h mdt nb nty hry (r) h
 p3 nty sh hry n htr (n) iwty mn⁶⁶
30. iw=w dd [(n) p3 s 2 i](w)=k m-s3 p3.v=k mr⁶⁷ n-im=n (n) p3 s 2 r ir n=k
 p3 hp
31. (n) p3 sh [nty hry i(w)=k] nr hpr m-s3=n (n) p3 s 2 i(w)=k⁶⁸ hpr sh⁶⁹
 P3-dy-Wsir⁷⁰ s3 Nht=w

The Greek Docket:

Ἐτους θ̄ τ[ῖ]βι λ̄ ἀναγέ;ρ(απται) ἐν τῶι Ἄν(ουβιεῖωι) δ̄ι[Ἑρα]
 κ̄λ̄ε[ῖ]δου⁷¹

The Witnesses (on the verso):

1. Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
2. Hr- Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
3. P3 (-n) Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
4. Hr- Ꞁ nfr Ꞁ (s3) P3-dy-Ꞁ Nit Ꞁ (= witness no. 5 of dem. P.
 Brooklyn 37.1803 E)
5. Ꞁ Hr- _____ Ꞁ (s3) Ꞁ _____ Ꞁ (= witness no. 6 of dem. P.
 Brooklyn 37.1803 E)
6. P3- Ꞁ _____ Ꞁ (s3) Hr- Ꞁ _____ Ꞁ
7. P3- Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
8. Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
9. Ꞁ P3-dy- _____ Ꞁ (s3) Ꞁ _____ Ꞁ
10. P3- Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
11. Ꞁ Ty- Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ
12. Ꞁ _____ Ꞁ (s3) Ꞁ _____ Ꞁ

Translation:

1. [Regnal-year¹ nine², first month of winter³], last [day]⁴, of the
 Ki[ngs.⁶ Kleopa]tr[a and Ptolem]aios.
2. [the mother-loving⁷ gods who cause sorrow to cease⁸], (and of)
 the priest⁹ (of) Alexandros and the g[ods who cause sor]row [to
 cease] and
3. [the brother and sister gods and the] beneficent¹⁰ [gods] and the
 father-loving gods and the gods who are come forth and the god

4. [who honored his father,¹¹ and the] mother-loving [god] and the young father-loving god¹² [and the beneficent¹³ god] and the
5. [mother-lov]ing goddess and [the mother-loving gods who] cause sorrow to cease. (who is) Ptolemaios, son of king Ptolemaios,⁹
6. [and of the priestess¹⁴ of] the [Queen. K]leopatra, the beneficent goddess¹⁵ who loves her mother (and) [who causes sorrow to cease]. the lover of justice¹⁶,
7. [the mistress of vic]tory¹⁷. [and of the *hieros polos*¹⁸ of Isis, the great, Ꞗ _____¹⁹, mother of god, and of the prieste[ss of Arsinoe]. the lover of her father.
8. and of [the] bearer [of the crown²⁰ of the] Queen, Kleopatra, the beneficent goddess who loves her mother (and) who causes sorrow to cease.
9. the lover of justice, the mistress of victory, and of the bearer of fire²¹ of the Queen, K[le]opatra, the
10. beneficent goddess [who loves her mother (and) who causes sorrow to cease], the lover of justice, the mistress of victory, and of the bearer of the golden basket before
11. [Arsinoe, the brother-loving], and of the bearer of the prize of victory before Ber[enik]e, the beneficent.
12. [who] are in Ra[kote].²² The farmer²⁴ and resident of²⁵ Per-Ꞗ _____²⁶ (in) the district of Wen-Ꞗ _____²⁷ Teosphib²⁸,
13. the son of Harmais and whose mother is Tawe, has said²³ to the merchant²⁹ and resident of Perhenanup³⁰ which is under (the supervision of) the oikonomoi of Memphis^{31,32}
14. Harmakhis, the son of Herienupis (and) whose mother is Tagombes,³³ "You have given to me³⁴ the price (of)
15. six and three quarters Ꞗ _____ Ꞗ (of) Ꞗ _____ Ꞗ _____ Ꞗ,^{36,37} their half being three and three eighths Ꞗ _____ Ꞗ (of) Ꞗ _____ Ꞗ _____ Ꞗ. (making) six and three quarters Ꞗ _____ Ꞗ (of) Ꞗ _____ Ꞗ _____ Ꞗ again, -³²
16. subject to³⁸ claim.³⁹ I have received them from you.⁴⁰ My heart is satisfied [with them, there being no] remainder at all. I shall
17. pay⁴¹ to you the seed grain which is (specified) above in full, all the seed grain being pure⁴², unadulterated, (measured) by the *oipe*-measure⁴³ (of) the dromos (of) Perhenanup
18. which is sound together with its Ꞗstriker⁴⁴ which is sound, measured, transported, and delivered to you. (to) your

19. house⁴⁵ which is (in) Perhenanup, by regnal-year nine, first month of summer (or) second month of summer.⁴⁶ making [two] months [(of) the year] which is (specified) above, without receiving
20. any credit (or) anything in the world. (As for) the seed-grain⁴⁷ thereof which I shall not [deliver] to you (in) its term for delivery⁴⁸ which is (specified) above,
21. I shall deliver it to you increased by one half (in) the month after it,⁵⁰ necessarily (and) without delay⁵¹, (or) on one day
22. within two days (of) any day of discussing with me⁵² about it which you will do after its term for delivery which is (specified) above.⁻³²
23. I shall not⁵³ be able to set for you another term with respect to them.⁵⁴ I shall not be able to say, 'I have given you
24. seed grain thereof,' without a receipt.⁵⁵ All that is mine together with that which I shall acquire is the security⁵⁶ (of) the right
25. (of) the instrument which is above. I shall not be able to say, 'I have performed for you in accordance with everything which is (specified) above,' while the instrument which is above is in your hand. Your representative⁵⁸
26. is the one who is to be believed with regard to everything which he will say⁵⁹ to me (in) the name (of) everything which is (specified) above; and I shall perform them (at) his bidding⁶⁰. necessarily (and)
27. without delay." The servant of the falcon (and) Ⲁ <resident of> Ⲁ Ⲁ _____⁶¹ the town (of) Ⲁ the district⁷ which is (specified) above ⁻³²
28. Harm[akhis]⁶², the son of Onnophris (and) whose mother is Tsherenhap, has (also) said,⁶³ "Do⁶⁴ everything which is (specified) above. My heart
29. is satisfied therewith]. You have a claim against me⁶⁵ to perform for you in accordance with everything which is (specified) above (and) in accordance with what is written above, necessarily (and) without delay."⁶⁶
30. They [both] have said, "You have a claim against whomever of the two of us you desire⁶⁷, to perform for you the right
31. (of) the instrument [which is above. If you] desire to lay claim against both of us, (then) you⁶⁸ will (lay claim)." Written by⁶⁹ Petosiris⁷⁰ the son of Nakhtu.

The Greek Docket:

In year nine. [on the thirtieth of] T[ybi. (it was) registered in the An(ubicion)] by [Hera]klei[des].

The Witnesses (on the verso):

There are the remains of the names of 12 witnesses, but I am unable to read them.

Commentary:

§ 1. For the discussion concerning reading of the group ⲉⲓ consult E. Edel, 1949, pp. 35–39 and 1955, §§ 412–413; Gardiner, 1949, pp. 165–171; G. Mattha, 1962, pp. 17–20; and J. von Beckerath, 1969, pp. 88–91.

In the demotic writings of “regnal year” at the beginning of legal instruments the tick which represents the notch on the year stick (ⲉ) underwent an elaboration which ultimately produced a group that can be transcribed as ⲉ or, in extreme cases, even as ⲉⲓ. Griffith, 1909, III p. 254 n. 1, who first pointed out this phenomenon, suggested that it began only as a “showy writing” but “gradually took the form of the demotic ⲉⲓ . . . in accordance with the etymology and sound of the word *h-sp*.”

Spiegelberg, 1912, p. 126, was inclined to read the group as the definite article ⲉ but subsequently, 1913, p. 138 and n. 3, at the suggestion of Sethe, read ⲉ which he held was the feminine ending of an earlier ⲉⲓ.

§ 2. The restoration of the year date is based on the parallel texts, dem. P. Brooklyn 37.1803E/1 and dem. P. Vat. 22/1. The Greek docket is badly damaged and the reading of the year number as “9” is not absolutely certain although the traces do not argue against this reading.

§ 3. The restoration of *tpy pr. t*,¹ “firs tmonth of winter”, is based on the parallel dates in the other Brooklyn papyri and in dem P. Vat. 22. These dates are secured by the Greek dockets.

By the time our texts were drawn up the months had acquired names derived from festivals and were no longer linked to the seasons (v. Gardiner, 1957, p. 205 n. 10). Probably the group transliterated

¹ The demotic writings of *pr.t* and of *šmw* are sometimes difficult to distinguish. V. Sethe, 1918: 2, pp. 290–291, and Sottas, 1921, p. 5.

tpy pr.t was read as the Egyptian prototype of the Greek month name *Tῦβη*.¹

§ 4a. There is no doubt as to the reading of *ϵrky*, “last”, even though the corresponding date in the Greek docket is in lacuna and cannot support it.

§ 4b. It is not certain that *sw*, “day of the month,” should be read before *ϵrky* (*v. Edel*, 1955, § 420). In Coptic the last day of the month was written simply *λλκε*. On the reading *sw* for *o* in dates consult Gardiner, 1957, p. 203 and note 3.

§ 4c. Griffith, 1909, III p. 33, observed that the day of the month “never” occurred in the dating formulae of demotic instruments “until late in the Ptolemaic age.” This statement should be qualified. The following demotic instruments give the day of the month:

- a) dem. P. Louvre E 706 (Psammetik II),
- b) dem. P. Lille 27 (*v. Malinine*, 1950–1951, p. 34; reign of Artaxerxes III?),
- c) dem. P. Louvre 2430 (Darius III),
- d) dem. P. Louvre 2440 (Alexander IV),
- e) dem. P. Zenon 3 and 4 (Ptolemy II),
- f) dem. P. Lille 4 (Ptolemy II),
- g) dem. O. BM 5865 (Ptolemy II),
- h) dem. P. Louvre 3263 (Ptolemy III), and
- i) dem. P. BM 10026 and 10591 (Ptolemy V).

From the reign of Ptolemy VI on the day of the month was regularly recorded. When no day is given, it is assumed that the first day of the month was meant. *V. Glanville*, 1939, I p. xxvii note 4, and *Amir*, 1959, p. 73 n. 1.

§ 5. The genitival *n* is written out in dem. P. Cairo Jour. 34662/1 (129/8 B.C.) and dem. P. BM 10075/1 (64/3 B.C.).

§ 6. In dem. P. Brooklyn 37.1802I/1 and 37.1803E/1 the plural determinative follows the group for *ϵnh*, *wdʒ*, *snb*. “life, prosperity, and health”: and this shows that the group was no longer read. For this reason I have omitted it from my transliteration.

§ 7. Several of the cult names of the Ptolemies are formed in Greek

¹ J. Černý, 1943, pp. 173–181.

by a compound the first element of which is *φιλ-* or *φιλο-* (e.g. *φιλά-δελφος*, *φιλοπάτωρ*, *φιλομήτωρ* and their plural forms).¹ The *φιλ-/φιλο-* element is translated into demotic by a form of the verb *mr*, “to love”, followed by the appropriate noun. The morphology of the verb *mr* is invariable, but the nouns appear in various constructions. The following are the variant demotic forms of the Greek cult names compounded with *φιλ-/φιλο-* which are known to me:

A. *φιλοπάτωρ*, “the father-loving”

1. *Θεὸς φιλοπάτωρ*

a. *p*3 *ntr mr-It* (dem. P. Cairo 30603/1)

b. *p*3 *ntr mr-It=f* (dem. P. Reinach 4/5 and dem. P. Frankfort, 1. 2)

2. *Ἀρσινόη φιλοπάτωρ*

a. *t*3 *mr-It* (dem. P. Berlin 13593/2 and dem. P. Cairo 30607/2)

b. *t*3 *mr-It=s* (dem. P. BM 10624/10, dem. P. Mich. 4200/5)

c. *t*3 *mr-It=w* (dem. P. Hamburg 1/3, by error of the notary)

3. *Θεοὶ φιλοπάτορες*

a. *n*3 *ntr. w mr-It* (dem. P. Cairo 30607/2)

b. *n*3 *ntr. w mr-It=w* (dem. P. Turin 2129/1 and dem. P. Loeb 62/2)²

B. *φιλομήτωρ*, “the mother-loving”

1. *Θεὸς φιλομήτωρ*

a. *p*3 *ntr mr-mw.t* (dem. P. Cairo 30603/1)

b. *p*3 *ntr mr-mw.t=f* (dem. P. Frankfort, 1. 2)

2. *Θεὰ φιλομήτωρ*

a. *t*3 *ntr.t mr-mw.t* (dem. P. Brooklyn 37.1803 E/4)

b. *t*3 *ntr.t nty mr mw.t* (dem. P. Brooklyn 37.1803 E/5)

3. *Θεοὶ φιλομήτορες*

a. *n*3 *ntr. w mr-mw.t* (dem. P. Cairo 30603/1,2)

b. *n*3 *ntr. w mr-mw.t=w* (dem. P. Reinach 4/6 and dem. P. Cairo 31079/4)

¹ V. Normann, 1952, and Landfester, 1966.

² V. Griffith, 1909, III p. 271 n. 8.

- c. $n\bar{z}$ *ntr. w mr-* $t\bar{z}y=w/n\bar{z}y=w$ *mw.t* (it is impossible to distinguish $n\bar{z}y=w$ and $t\bar{z}y=w$ in the demotic writings; the editors read $n\bar{z}y=w$ in dem. P. BM 10591 rt. 10/17 and $t\bar{z}y=w$ in dem. P. BM 10593/1 and 10594/1)

C. *φιλάδελφος*, “brother-loving”

1. *θεός φιλάδελφος*
 - a. $p\bar{z}$ *ntr mr-sn* (dem. P. BM 10075/1 and dem. P. Louvre 2417)
 - b. $p\bar{z}$ *ntr mr-sn. w* (dem. P. Cairo 50149/2 by error of the notary)
2. *Ἀρσινόη φιλάδελφος*
 - a. $t\bar{z}$ *mr-sn* (dem. P. Cairo 30601/1 and dem. P. Lille 21/4)
 - b. $t\bar{z}$ *mr-sn.t* (the idiosyncrasy of a single notary, v. Lüdderikens, 1960, p. 219 n. 612)

In the demotic renderings of *φιλοπάτωρ* and *φιλομήτωρ* the second element either stands alone or is in the *status pronominalis* (having the suffixes *f* or *s*). By analogy it would be reasonable to construe the *w* which frequently appears in the demotic renderings of *φιλοπάτορες* and *φιλομήτορες* as the 3rd pers. pl. suffix pronoun; and this conclusion is supported by the renderings *mr- n̄z=w/t̄z̄y=w mw.t* (v. B, 3, c *supra*).¹

The verb-form *mr* poses difficulties. Spiegelberg, 1925, § 244 pp. 112–113, reservedly suggested that *mr* be construed as the demotic equivalent of the Coptic *participium conjunctum* (henceforth abbreviated *p.c.*) *μαι-*. He made direct reference only to *mr-sn* (**ΜΑΙΣΟΝ*) and to *mr-it* (**ΜΑΙΕΙΩΤ*).

Since the *p.c.* is morphologically discernible only in Coptic, any discussion of the *p.c.* must begin with the Coptic usage.

It is commonly asserted in the grammars that the second element in a Coptic *p.c.* construction has no article, and none of the recent Coptic

¹ Griffith, 1909, III p. 271 n. 8, construed the *w* of *mr-it=w* as the suffix pronoun on the analogy of *mr-it=f*; but since he was unaware of examples of the rendering *mr-mw.t=f*, he construed the *w* of *mr-mw.t=w* as the plural determinative (v. *op. cit.* p. 353 and p. 271 n. 8).

grammars cite any examples with the article.¹ Stern also said that no article was used, but in a footnote he observed that because **MAI-** was so commonly employed it could take the definite article.² Later W. Hengstenberg called attention to examples of the Coptic *p. c.* constructions whose second elements were determined by either the definite or the possessive article.³ He observed that the articles indicated that all the nouns were plural and that nouns that have a morphologically distinct plural form never employ that plural form unless the definite or possessive article precedes it. He concluded that the employment of the article was indispensable if a plural noun were to be constructed with a *p. c.*⁴ There are, however, very few examples upon which to base any conclusions. Since most Coptic nouns do not have distinct plural forms, it is impossible to ascertain their grammatical number if no article precedes them or if they are not referred to in a context which indicates their number. The sense of some of the examples cited by Hengstenberg requires the article: **MAINEPAPHI** means "one who loves *The Scriptures*" not "one who loves writings (as such)", and **OYAMNEQCKIM** refers to a man "who eats his (own) grey hairs" not "one who (regularly) eats grey hairs". The demonstrable facts are (1) that the definite or possessive article is used with plural nouns as the second elements of *p. c.* constructions, (2) that the indefinite articles are not used in *p. c.* constructions, and (3) that no morphologically distinct plural nouns stand alone as second elements in *p. c.* constructions.

There are also a few examples in Crum, 1939, of *p. c.* constructions in which the singular definite or possessive article is employed:

¹ Till, 1961, § 80, says that the second element usually takes no article; but he cites no examples with the article. Steindorff, 1951, says categorically that no article is used; and Mallon-Malinine and Plumley cite no examples with the article. Lexa, 1947-51, § 533 p. 475, and Ort-Geuthner, 1936, § 273 p. 141, both state that the article is not used in either Coptic or demotic.

² Stern, 1880, p. 80 n. 1. He regarded **MAI-** as an exceptional case.

³ Hengstenberg, 1936, p. 145.

⁴ He so formulated his rule that it could be interpreted as permitting the use of indefinite article with plural nouns. Neither his examples nor those cited by Crum under 49 different *p. c.* nor the examples given in the grammars furnish a single instance of the use of the indefinite articles, and it appears therefore that they were not used in this construction.

ΜΑΙΠΕΥΖΑΙ,
 ΜΑΙΠΕΥΜΤΟΝ,
 ΜΑΣΤΠΕΝΜΤΟΝ, and
 ΜΑΙΠΕΧΣ.

Finally, I have found in Crum, 1939, the following instances of nouns in the *status pronominalis* in *p. c.* constructions:

ΜΑΙΪΑΣϞ,
 ΜΑΙΤΑΕΙΟϞ,
 ΜΑΙΖΗΤΣ,
 ΛΑΪΗΤϞ,
 ΤΑΜΡΩϞ,
 ΨΑΜΡΕΤϞ (var. ΨΑΜΟΥΡΗΤΕ),
 ΒΑΛΠΧΩϞ,
 ΒΑΛΠΖΡΑϞ, and
 ΚΑΚΖΡΑϞ.

The absolute forms ΖΘ and ΖΗ also occur in *p. c.* constructions: ΒΑΤΖΘ, ΨΑΒΕΖΘ, ΚΑΚΖΘ, ΛΑΒΖΗ, and ΜΑΙΖΗ; and it is therefore clear that the suffixes were not a grammatical necessity. Moreover, since nouns determined by definite and possessive articles are used with *p. c.*, there is no obvious reason why nouns determined by suffix pronouns should not also be used in this construction. As was the case with nouns with no article, it is impossible to ascertain whether the nouns with suffixes are to be construed as singular or plural. In conclusion, then, the Coptic *p. c.* is constructed either with nouns with no article or with determined nouns.

An examination of the demotic renderings of the Greek φιλ-/φιλο-compounds reveals that all the nouns which follow *mr* are either determined by possessive articles or suffix pronouns or have no article. These nouns would, therefore, be permissible second elements in Coptic *p. c.* constructions. Further, in the writing *t* *mr sn t* (= φιλάδελφος, C.2.b above) which occurs in several documents written by the same notary it is most unlikely that by placing a *t* after *sn* the notary meant to write *sn.t*, "sister," and to denote Arsinoe as "the sister-loving". *Mr-sn* is better construed as a compound of which *t* is the feminine determinative; and if *mr-sn* is a compound, then it is probable that all the demotic epithets formed with *mr* are also compounds. Lastly,

it may be noted that the Coptic *p.c.* $\mathfrak{M}\mathfrak{A}\mathfrak{I}$ (< *mr*) is commonly used to translate *φιλο-* (Crum, 1939, p. 156b). It is, therefore, probable that *mr* is to be construed as a demotic *p.c.*

§ 8 a) The verb *lk*, "to cause to cease," is an infinitive in the demotic construction which is the ancestor of the Coptic Present I. Presumably it is in the *status constructus*, which is permissible in the Coptic Present I for verbs whose direct objects have no article. Thus *nty lk lb* (* $\epsilon\tau\lambda\beta\rho\eta\nu\epsilon\text{:A}$) should mean "who are causing sorrow to cease".

This epithet appears in dating formulae from Memphis¹ and from Gebelên (dem. P. Ryl. 16/1 [152 B.C.] and dem. P. Adler 1/1 [125 B.C.]).

b) In the dating formulae of other texts $\Sigma\omega\tau\tilde{\eta}\rho\epsilon\zeta$ was translated by *nty nhm*, "who save". I have examples from the Fayûm (e.g. dem. P. BM 10622/3 [173 B.C.] and dem. P. Cairo 31079/3 [106/5 B.C.]) and from Gebelên (e.g. dem. P. Ryl. 17/1 [118 B.C.] and 18/1 [117 B.C.]); but as yet I have found no occurrences in documents from Memphis.

c) In dem. P. BM 10589/1 (157 B.C.) from Siut, the writing $n\tilde{z} ntr. w \lceil Sw(tr) \rceil$ is used to render $\theta\epsilon\omicron\iota \Sigma\omega\tau\tilde{\eta}\rho\epsilon\zeta$.

§ 9. a) The phrase $w^{cb} \tilde{z}lgs\tilde{z}ntrws$ (variant texts give $p\tilde{z} w^{cb} \tilde{z}lgs\tilde{z}ntrws$) corresponds to $\epsilon\varphi^2 \dot{\iota}\epsilon\rho\acute{\epsilon}\omega\zeta$ 'Αλεξάνδρου, "in the time of the priest of Alexander". When the name of the priest is given the phrase may be construed as a circumstantial sentence:

$w^{cb} \tilde{z}lgs\tilde{z}ntrws$ --- NN, or
 NN $n w^{cb} \tilde{z}lgs\tilde{z}ntrws$ ---,
 "NN being priest of Alexander ---".

In many texts the circumstantial *hw* is written before w^{cb} (e.g. dem. P. Loeb 62/1-3 and dem. P. Cairo 30601/1). In a number of texts in which the priest is named, no circumstantial *hw* is written even though the designations of the other Alexandrian priests and priestesses are introduced by the circumstantial *hw* (e.g. dem. P. Lille 21/2, dem. P. N.Y. Hist. Soc. 373a/1 [= dem. P. Brooklyn acc. no. 37.1839F-A], and dem. P. BM 10624/2). In dem. P. BM 10593/1 w^{cb} is preceded by *hw*, but no priest is named. Since none of the other priests and priest-

¹ *V.*, in addition to the Brooklyn papyri published here and dem. P. Vat. 22/2, dem. P. Brooklyn 37.1839E-A/1 (200 B.C.), dem. P. Leyden 373a/1 (131/130 B.C.), and dem. P. Cairo 30602/1 (115 B.C.).

esses are named in this document, it is likely that the *hw* was written erroneously rather than that the name was omitted.

When the priest of Alexander is not named, it appears that *w^{cb}* should be taken as coordinate with the *Pr-ꜥ3* (or *Pr-ꜥ3.w*) that precedes. This is supported by the frequent occurrence of the coordinating preposition *irm*, “together with,” before *w^{cb}* (e.g. dem. P. Ryl. 17/1, dem. P. Turin 2129/1, and dem. P. Strassburg 56/2).

b) On the priest of Alexander consult Ijsewijn, 1961, pp. 134–136.

A fundamental study of the Ptolemaic royal cult and its Pharaonic background is Nock, 1930, pp. 1–62, esp. pp. 4–16.

c) In dem. P. Brooklyn 37.1796E/5 the priest of Alexander is named and is none other than king Ptolemy IX Soter II himself. He is also named as priest of Alexander in this year (regnal year 9) in the Greek dating formula to Gr. P. Lond. 3.881/2 (pp. 11–12) from Gebelèn. Our text provides the first demotic dating formula yet attested in which Soter II is named as priest of Alexander in this year; and it should be added to Glanville and Skeat’s list, 1954, p. 57.¹

d) The only other demotic dating formulae hitherto noted as naming Soter II as priest of Alexander are dem. P. Cairo 30602/1–2 and 30603/1–2 of regnal year 2.² There are, however, good reasons for thinking that he is named in several other demotic papyri which have escaped notice.

In their discussion of the dating formulae of the joint reign of Kleopatra III and Soter II, Otto and Bengtson, 1938, p. 137 n. 5, observed that in several demotic papyri Kleopatra III and Soter II (the *θεοὶ φιλομήτορες σωτήρες*) are omitted from the list of deified Ptolemies or are referred to only by the mixed designation “Philomētores Sōtēr” instead of “Philomētores Sōtēres,” and that in other demotic papyri Soter II alone is listed (*θεὸς φιλομήτωρ σωτήρ*). On the basis of those demotic texts in which “the god Philomētōr Sōtēr” is listed but not the “gods Philometores Soterēs” Otto and Bengtson, *op. cit.* pp. 126–127 and p. 137, postulated the existence of an official (and hence

¹ For the designation of Soter II as *Ptḥlmys s3 pr-ꜥ3 Ptḥlmys*, “Ptolemaios son of king Ptolemaios,” compare Gr. P. Tebt. 3.810: [Πτολεμαίου τοῦ γνηνομένου] ἑ: βασιλέως Πτολεμαίου καὶ βασιλίσσης [Κλεοπάτρας τῆς γυναικὸς π]ρεσβυτάτου. V. Skeat, 1954, p. 54(47), and Otto and Bengtson, 1938, p. 46 n. 2.

² I base this statement on Glanville and Skeat’s list (*op. cit.* 56–57) and on Otto and Bengtson, *op. cit.* p. 136 and 137 n. 5.

presumably Greek) dating formula in which only Soter II was enumerated among the deified Ptolemies.

As examples of the omission of "the gods Philomētores Sōtēres" from the lists in which the "god Philomētōr Sōtēr" appears they cited dem. P. Turin [Reich. 1936. pls. 3-4, lines 2-5], dem. P. Field Mus. (= No. 31323 Acc. No. 126) lines 2-5, and dem. P. Berlin 3103/2-4. As an example of the omission of both "the gods Philometores Soterēs" and the "god Philomētōr Sōtēr" from the list during the joint reign they cited dem. P. Ryl. 24/2-4. As examples of the "mixed" form, "the gods Philomētores Sōtēr", they cited dem. P. Ryl. 22/1 and dem. P. Cairo 50126/1-2 and 50128/24. Lastly, they emphasized that at the beginning of dem. P. Cairo 30602/1 Kleopatra III and Soter II are designated "the kings Kleopatra and Ptolemaios, the god (*sic*) Philomētōr Sōtēr" ($n\text{ḏ}$ Pr- $\epsilon\text{ḏ}$.w $\text{Ḳ}lwptr\text{ḏ}$ lrm $Ptwlm\text{y}\text{s}$ $p\text{ḏ}$ ntr $mr-mw.t$ nty lk $h\text{b}$) while in dem. P. Cairo 30603/1 written on the same date and by the same notary they are designated "the kings Kleopatra and Ptolemaios, the gods (*sic*) Philomētores Sōtēres".

Let it be stated at the outset that the designation in dem. P. Cairo 30602/1 is unique and that all the other demotic formulae of this reign known to me refer at the same point in the dating formula to "the gods Philomētores Sōtēres". The fact that the sister document dem. P. Cairo 30603/1 conforms to the normal usage is alone sufficient to regard "the god" in dem. P. Cairo 30602/1 as a *lapsus calami*.

In dem. P. Ryl. 22/1-2 we find the mixed form "the gods Philomētores, the Sōtēr" ($n\text{ḏ}$ $ntr.w$ $mr-mw.t$ w $p\text{ḏ}$ $Swt\text{r}$). Otto and Bengtson's other examples are dem. P. Cairo 50126/1, "the gods Philomētores, Sōtēr" ($n\text{ḏ}$ $ntr.w$ $mr-mw.t$ w $n\text{ḥ}m$) and dem. P. Cairo 50128/2-4 (the same). But in both these texts one should read not $n\text{ḥ}m$ but nty $n\text{ḥ}m$ (*cf.* dem. P. Cairo 50126/2 and 50128/2 where the editor read the same group as nty $n\text{ḥ}m$). Thus dem. P. Ryl. 22/1 stands alone as the representative for the "mixed" form.

There remain the lists in which "the gods Philomētores Sōtēres" are omitted but the "god Philomētōr Sōtēr" appears and the single instance in which both are omitted. Dem. P. Ryl. 24/2-4 is the only text in which all mention of Kleopatra III and Soter II is omitted from the list of the deified Ptolemies; but it should be observed that "the king Ptolemy, the god Philomētōr Sōtēr" immediately precedes the list.

In dem. P. Berlin 3103, dem. P. Turin, and dem. P. Field Mus., cited above. "the gods Philomētores Sōtēres" are omitted from the list but the "god Philomētōr Sōtēr" appears both at the end of the list and immediately before the beginning of the list. Immediately preceding "the Philomētōr, the Sōtēr" ($p\bar{3} mr-mw.t=f p\bar{3} Swtr$) in the lists of these texts there occur "the gods Euergetai". Until the death of Euergetēs II (June 28, 116 B.C.) the list regularly ended with "the gods Euergetai" ($n\bar{3} ntr.w mnh.w$); whereas after that date one usually finds "the god Euergetēs, the gods Philomētores" ($p\bar{3} ntr mnh, n\bar{3} ntr.w mr-mw.t=w$) closing the list. In the case of dem. P. Ryl. 24/2-4 the list ends with $n\bar{3} ntr.w mnh.w$. The year date of this text is in lacuna: but Griffith, the editor, brought forth compelling reasons for restoring "regnal year 4", which would date the document to July 15, 113 B.C. (*i.e.* only three years after the death of Euergetes II). It would not be at all surprising if the scribe had simply continued to reproduce the old list from the the reign of Euergetes for several years after his death.

Now it is known from the Greek papyri that Soter II functioned as priest of Alexander and of the deified Ptolemies during regnal years 2-6, 8-9, and 11 of his joint reign with Kleopatra III. Dem. P. Berlin 3103 (year 4) and dem. P. Field Mus. (year 9) date to years in which Soter II is known to have functioned as priest. The date of dem. P. Ryl. 22 is lost in lacuna; and dem. P. Turin (year 10) dates to a year for which we have no evidence. It will be noted that in all three texts whose dates are assured "the god Philomētōr Sōtēr" follows the name Ptolemaios at the beginning of the dating formula and at the end of the list of deified Ptolemies. In all three cases "the gods Euergetai" ($n\bar{3} ntr.w mnh.w$), which came at the end of the list during the reign of Euergetes II, immediately precede "the god Philomētōr Sōtēr". I suggest, therefore, that "the god Philomētōr Sōtēr" at the end of the list is not to be taken as another deified Ptolemy but as the name of the priest of Alexander and the deified Ptolemies, *i.e.* Soter II himself. Dem. P. Ryl. 22/1 ends its list of the deified Ptolemies with "the gods Euergetai, the gods Philomētores, the Sōtēr" ($n\bar{3} ntr.w mnh.w, n\bar{3} ntr.w mr-mw.t=w, p\bar{3} Swtr$); and dem. P. Cairo 50126/1-2 ends its list with "the god Euergetes and the gods Philometores Soterēs, the Soter" ($p\bar{3} ntr mnh irm n\bar{3} ntr.w mr-mw.t=w nty nhm p\bar{3} swtr$). Thus dem. P. Ryl. 22 still has the "gods Euergetai" ($n\bar{3} ntr.w mnh.w$), who ended the old list before Euergetes' death, but has added "the

gods Philomētores" ($n\bar{3}$ *ntr. w mr-mw. t=w*). Dem. P. Cairo 50126/1–2 has made the change from "the gods Euergetai" ($n\bar{3}$ *ntr. w mmh. w*) to "the god Euergetēs" ($p\bar{3}$ *ntr mmh*) as well as having added the full cult title of Kleopatra III and Soter II, "the gods Philometores Soterēs" ($n\bar{3}$ *ntr. w mr-mw. t=w nty nhm*). At the end of both lists appears $p\bar{3}$ *swtr*; and I suggest that this too is a designation of Soter II as priest rather than an addition to the list. I lay great emphasis on the fact that whereas Soter II is well attested in the Greek papyri as the priest he is *nowhere listed separately* among the deified Ptolemies during his joint reign with Kleopatra III.

I suggest the following explanation for the phenomena observed by Otto and Bengtson:

- 1) After the death of Euergetes II (June 28. 116 B.C.) Soter II was associated with Kleopatra III and became priest of Alexander and could therefore be named as priest in the dating formulae.
- 2) By April 6, 115 B.C. (dem. P. Cairo 30603/1–2)¹ "the gods Philometores Soterēs" had been added to the list of the deified Ptolemies; but some of the Egyptian notaries had not yet effected the change from "the gods Euergetai" to the "god Euergetes" (dem. P. Ryl. 20/1–2 [Oct. 29, 116 B.C.], dem. P. Cairo 30602/2 and 30603/2 [both April 6, 115 B.C.]).
- 3) Some of the Egyptian notaries continued to employ the dating formula that was published at the beginning of the joint reign of Soter II and Kleopatra III which ended with "the gods Euergetai", omitted "the gods Philometores Soterēs", and named Soter II ($p\bar{3}$ *ntr mr-mw. t=f p\bar{3} *swtr*) as Priest of Alexander (dem. P. Berlin 3103, dem. P. Turin, and dem. P. Field Mus.).*
- 4) Dem. P. Ryl. 24/2–4 (and dem. P. Adler 3/3) followed the dating formula used before the beginning of the joint reign and also did not name the priest of Alexander and the deified Ptolemies.

Thus if our conclusions be accepted, we have demotic texts which name Soter II as the priest of Alexander and of the deified Ptolemies in the following forms:

¹ Dem. P. Cairo 30603 still has "the gods Euergetai"; but by year 3 (dem. P. Cairo 50128 [March 11, 114 B.C.] and *cf.* Gr. P. Grenf. I.25) some of the Egyptian notaries had effected the change from the "gods Euergetai" to "the god Euergetes".

“king Ptolemaios, the god Philomētōr Sōtēr” (dem. P. Cairo 30602/2 and 30603/2)

“Ptolemaios son of Pharaoh Ptolemaios” (dem. P. Brooklyn 37.1796 E/5)

“the Philometor, the Sōtēr” (dem. P. Berlin 3103/4, dem. P. Turin line 5, and dem. P. Field Mus line 5), and

“the Sōtēr” (dem. P. Ryl. 22/1 and dem. P. Cairo 50126/2).

To the list of priests published by Skeat, 1954, pp. 56–57, may be added the following demotic examples of Soter II as priest of Alexander and the deified Ptolemies for regnal years 4, 8, 9, and 10 of the joint reign of Kleopatra III and Soter II:

year 4 (dem. P. Berlin 3103/4)

year 8 (dem. P. Frankfurt [Lüddeckens, 1960, Doc 41] line 2)

year 9 (dem. P. Brooklyn 37.1796 E/5)

year 10 (dem. P. Turin, line 5).

§ 10. The epithet *mnḥ*, “beneficent,” was applied to Egyptian rulers long before the Ptolemaic period. *V. Posener*, 1956, p. 32 note 6 and 1957, p. 123. For the Hellenistic concept of *εὐεργέτης*, of which *mnḥ* in the dating formulae is a rendering consult Otto and Bengtson, 1938, p. 42 n. 7 and p. 48 n. 3.

§ 11. *P3 ntr nty tn it=f* is a translation of the Greek *Εὐπάτωρ*, the cult name of the eldest son of Ptolemy VI and Kleopatra II.¹ Variants of this cult name read *p3 ntr r-tn it=f* (*v. Griffith*, 1909, III p. 273 n. 1 and p. 142 n. 7) and *p3 ntr nty tn it=f* (dem. P. Adler 21/2).

The construction of *tn* is a puzzle. It might be construed as a relative form, “whom his father honored,” or as an archaic participle, “who honored his father”.² Were it not for the variant *r-tn*, *tn* might even be construed as a *participium conjunctum*, “honored of his father”. In the construction *nty tn it=f*, which *Griffith*, 1939, p. 100, translated by

¹ *V. Volkman*, 1959, cols. 1719–1720. In dem. P. Ryl. 16/3 (152 B.C.) a priest of Eupator is named: *iw Lwsny3s s3 Hyrnwms n wcb n Pr-c3 Ptlwmys* [“*p3 y w*”] *šry c3 ntr 3wptr*, “Lysanias son of Hieronimos being priest of King Ptolemaios [“their”] eldest son, the god Eupator”.

² *V. Griffith*, 1908, p. 104 n. 3.

“whose father was distinguished”. *tn* could as well be construed as an infinitive in the Present I relative construction in which case the construction would be translated by “who honors his father”.

I see no way to solve the problem with certainty; and *faut de mieux* I translate $p\bar{z}$ *ntr tn it=f* as “the god who honored his father”. One cannot argue on the basis of the Greek *Εἰπάτωρ* since there is no way of knowing how the Egyptians understood that epithet.

§ 12. Spiegelberg, 1903, p. 13 n. 6, has suggested that *mnh* is restricted to Memphite dating formulae; and I have found no examples in dating formulae not from Memphis. In addition to the Brooklyn papyri $p\bar{z}$ *ntr mnh* is found in dem. P. Vat. 22/4, dem. P. Cairo 30602/1, 30603/1 and dem. P. N.Y. Hist. Soc. 373a [= dem. P. Brooklyn acc. no. 37.1839 E–A], all from Memphis.

Variant formulae in non-Memphite dating formulae replace *mnh* by *hwn* (e.g. dem. P. Ryl. 21/3, 22/2, 23/1, 24/3, 27/2 and dem. P. Strassburg 7/1. 9/3, 43/2, 44/2) or by *bry* (e.g. dem. P. Cairo 31079/4, 31254/3, 50126/2, 50128/3 and dem. P. Michigan 4244.6b and 5d/2). *Mnh*, *hwn*, and *bry* all mean “young” or “young man”.

The Greek prototype appears either as *θεὸς νέος φιλοπάτωρ* (e.g. Gr. P. Brussels E 7155/3 and Gr. P. Reinach 14/5, 20/5) or as *θεὸς φιλοπάτωρ νέος* (e.g. Gr. P. Grenf. 1.25 col. 2/5; 27 col. 2/3; Gr. P. Lond. 3.881/4; and Gr. P. BGU 3.995/4–5).

The significance of the introduction of *θεὸς νέος φιλοπάτωρ* into the series of deified Ptolemies is discussed by Otto and Bengtson, 1938, pp. 110–112. In their discussion of the demotic translations of this title (*v. op. cit.* p. 110 n. 4) they speak of “the formula *mnh*- (var. *hwn* var. *bry*) *ntr*,” apparently in imitation of the practice adopted by Spiegelberg, 1903, p. 13 n. 5. It must be stressed, however, that in the texts *ntr* always comes first. Otto and Bengtson suggest that the demotic translation *hwn*- (var. *bry*, *mnh*) *ntr* may have been influenced by “the ancient concept *hwn-ntr* as a designation for the young king (v. A. Wb. III p. 52)”. It may be that the association of the notion *hwn*, “youth,” with the king, which also occurs in the demotic text of the Raphia decree of Philopator (Cairo 50048/1), *Hr hwn kn*, “the valiant young Horus,” might have encouraged the translators to employ *hwn*. The *Wörterbuch* reference cited is, however, to *hwn ntry*, “the divine youth”; and the influence cannot be conceived as mechanically as Otto and Bengtson imply. Moreover, it does not explain why *mnh* and *bry*

should also have been used. It seems more likely that all three demotic words were felt to be synonymous and were therefore used interchangeably to render $\nu\acute{\epsilon}\omicron\varsigma$. Otto and Bengtson also commented on the apparent fluctuation in the demotic translations of $\nu\acute{\epsilon}\omicron\varsigma$ as “youth” or “new” (*sic*), which they attributed to a failure on the part of the demotic notaries to understand the Greek construction. They appear to have been misled by the practice of demotists of translating hwn , brv , or mnh at one time by “youth” and at another time by “young” or “new”. Since all three words are interchangeable in the same position in the formula, it is probable that they all represent the same part of speech and were synonymous. The inconsistencies in translation arise from the difficulty in determining the part of speech involved and in the syntax of the formula. These words may be nouns, adjectives, or substantivized adjectives. Their construction may be that of attributive adjectives, nouns in apposition, or limitative genitives. I have found no evidence which would enable a definitive choice between the foregoing alternatives; but I am inclined to regard all three as synonymous nouns in apposition with *ntr*.

§ 13. Ptolemy VIII Euergetes II ($p\beta$ *ntr mnh*) never appeared in association with a consort in the dating formulae promulgated after his death. *V. Otto and Bengtson, 1938, p. 136.*

§ 14. The priestess ($\epsilon\rho\rho\epsilon\acute{\iota}\alpha$) of Kleopatra III was introduced along with the $\sigma\tau\epsilon\phi\alpha\nu\eta\phi\acute{\omicron}\rho\omicron\varsigma$ ($f\beta y klm$) and the $\phi\omega\sigma\phi\acute{\omicron}\rho\omicron\varsigma$ ($f\beta y mnw$) shortly after the death of Kleopatra II – at the latest in March, 115 B. C. *V. Otto and Bengtson, op. cit. pp. 152–153.*

§ 15. On Kleopatra III as the goddess Philometor Soteira ($\phi\iota\lambda\omicron\mu\eta\tau\omicron\rho\sigma\acute{\omicron}\tau\epsilon\iota\rho\alpha$; $nty mr-mw.t nty lk hb$) see the long note by Otto and Bengtson, *op. cit. p. 140 n. 2*, where a number of Greek and demotic examples are cited. They refer to dem. P. N. Y. Hist. Soc. 375, which is now dem. P. Brooklyn 37.1802E and is published in this study.

§ 16. “The lover of justice” ($t\beta$ *mr-hp*) is a translation of the epithet $\Delta\iota\kappa\alpha\iota\sigma\acute{\omicron}\nu\eta$. In dem. P. Cairo 31079/6.7 and 31254/6.7 the translation “the mistress of justice” ($t\beta$ *nb.t hp*) is used. For the development of the epithet $\Delta\iota\kappa\alpha\iota\sigma\acute{\omicron}\nu\eta$ and its possible connections with the cult of Isis consult Otto and Bengtson *op. cit. pp. 40 n. 4, 140 sqq., 143 sqq., and 150.*

§ 17. The epithet “mistress of victory” ($t\beta$ *nb.t kny*), a translation of $\nu\iota\kappa\eta\phi\acute{\omicron}\rho\omicron\varsigma$, has been discussed by Spiegelberg, 1906, p. 202. Both the

Greek and demotic epithets have been analyzed by Otto and Bengtson *op. cit.* p. 150 n. 2 (and *v. index s.v. νικηφόρος*).

§ 18. The priest's title *ἱερός πῶλος*, "the sacred foal," was borrowed directly into demotic and, to the best of my knowledge, was never translated. The office and title have been discussed at length by Otto and Bengtson, *op. cit.* *index s.v. ἱερός πῶλος*. They furnish a full bibliography up to 1937; and on page 71, note 3, they supply a list of the occurrences of the title in the Greek and demotic papyri. Otto, 1939, p. 9 n. 1 and p. 33, supplemented this list; and further information can be obtained by consulting Ijsewijn, 1961, pp. 137–138.

The demotic transliterations offer a number of variants; but the only ones worthy of note are those which treat *ἱερός πῶλος* as two words, as to the Brooklyn papyri, and those which treat it as one word (*e.g.* dem. P. Leyden 373a/1 and dem. P. Cairo 30609/1).

§ 19. The epithet which follows "Isis the great" (*Ἰς.τ εἰ.τ*) poses difficulties. In addition to the Brooklyn papyri this epithet occurs in the Memphite papyri dem. P. Vat. 22/7, dem. P. Cairo 30602/2, 30603/2, and probably in dem. P. Boulaq (= Revillout, 1880, p. 402). Other texts offer the following variants:


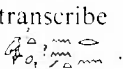

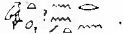
Ἰς.τ τῆ ἡνω.τ τῆ μη.τ ηῖ ντρ.ω, "Isis, the mistress, the mother of the gods," (dem. P. Cairo 30609/1 and 30608/1)

Ἰς.τ εἰ.τ μη.τ ντρ, "Isis the great, mother of god," (dem. P. Cairo 30628/4–5)

Ἰς.τ τῆ εἰ.τ τῆ μη.τ η ηῖ ντρ.ω, "Isis, the great, the mother of the gods," (dem. P. Cairo 50128/4, 50126/2, 31254/5, and 31079/6).

The Greek dating formulae offer no assistance since they give the epitheta of Isis either as *Ἰσις μεγάλη μήτηρ θεῶν* (*e.g.* Gr. P. Strassburg 2.81 and Gr. P. Grenf. 1.25) or as *Ἰσις μήτηρ θεῶν μεγάλη* (*e.g.* Gr. P. Reinach 10, 14, 15, 16, 20, and Gr. P. Brussels E 7155).

With great reservation I propose that *Ῥνη.τ*, "Renenetet," be read. The association of Isis with Renenetet is known from other sources of this period (*v.* Erichsen, 1954, p. 250 and Wilhelm, 1953, pp. 71 *sqq.*). Of particular interest is the association of Isis with Renenetet (*Ἐρμουῖθις*) in the Greek hymns in the entrance to the forecourt of the Temple of Isis at Medinet Mâdi in the Fayûm (*v.* SEG 8.548–551 = SB 5.8138–8139). These hymns date to the first decades of the 1st century B. C.

There are two writings of this epithet, one¹  which I transcribe , and another²  which I transcribe .

§ 20. $F\bar{z}y klm$, "bearer of the crown," is a translation of the Greek στεφανηφόρος. Cf. the Coptic ϩαικλϩⲙ (Crum, 1939 p. 105a and 622b). See also Isjewijn, 1961, pp. 138–139.

§ 21. The reading of this translation of the title ϩⲟⲥϩⲟⲣⲟⲥ was established by Spiegelberg, 1903, p. 14 n. 1. This translation and the variant $T\bar{z}f\bar{z}y wnyw$ were discussed by Otto and Bengtson, 1938, p. 156 n. 2. See also Ziegler, 1941, col. 656 n. 13.

§ 22. From the broad uniformity of the dating formulae both in the Greek and in the demotic papyri it is clear that they derive from officially published prototypes.³ The exact procedure for publication remains unknown, however. The occurrence of minor local variations in both the Greek and demotic formulae (e.g. the restriction of $p\bar{z} ntr hwn$, "the youthful god," to Memphite dating formulae and the omission of the name of Kleopatra III from a number of dating formulae from Pathyris) indicates that the official prototypes may have been given their final form in the local administrative offices.

Were there any laws or edicts which required the notaries to employ these lengthy formulae? In many instruments the dating formulae are much abbreviated, and I have been unable to discover any plausible explanation for this phenomenon within the documents themselves (e.g. their form or the type of arrangement they record), or in their geographical distribution.

23. The form and translation of the dd which introduces legal declarations had been much discussed. Griffith,⁴ under the influence of Greek translations of the demotic ($\lambda\acute{\epsilon}\gamma\epsilon\iota$, present tense), suggested the possibility that dd was an archaic survival of the imperfective $sdm=f$ and should be translated as a present tense. Sethe, 1920, pp. 6–7, opposed this view and held that the demotic $dd NN$ arose out of⁵ the

¹ V. dem. P. Brooklyn 37.1796E/7, dem. P. Cairo 30602/2, and 30603/2.

² V. dem. P. Brooklyn 37.1802E/7, 37.1803E/5, and dem. Vat. 22/7.

³ The demotic term for these formulae was nhb . V. Erichsen, 1954, p. 225.

⁴ V. Griffith, 1909, III p. 256 n.1. This interpretation was followed by Partsch, 1913, p. 7* n. 5. In 1908, p. 104, Griffith construed this same dd as a past tense.

⁵ Sethe's view has recently been reaffirmed by Polotsky, 1964, pp. 273–274, to the puzzlement of Vergote, 1965, pp. 348 ff.

*dd.t.n NN*¹ which sometimes introduces declarations in Late Egyptian legal texts and which is perfective (= past, for Sethe) in meaning. This view was accepted by Spiegelberg, 1925, § 120, who admitted of no examples of demotic *sdm=f* with present meaning.²

In Late Egyptian and abnormal hieratic legal texts the date is often followed by the words *hrw pn*, "on this day," followed by *dd NN*.³ In such legal texts *hrw pn* is also followed by other verbs, e.g. *ck* and *iry*, which are clearly infinitives.⁴ Since in *dd NN* the subject of *dd* follows directly after the verb, *dd* cannot be an infinitive: for the subject of an infinitive is not introduced by a direct genitive in Late Egyptian or demotic.⁵ *Hrw pn* is also followed by the *sdm.n=f* neutre relative form, *dd.t.n*; and the demotic *dd* might on analogy be interpreted as the lineal descendant of this form. But I have found no examples of the

¹ For *dd.t.n* consult Gardiner, 1905 p. 13 n. 2, and 1956, p. 12; and Peet, 1930, p. 22.

² Lexa, 1947–1951, 413 pp. 348–349, cites apparent examples of demotic *sdm=f* expressing the present tense; but he does not include the legal expression with *dd* under discussion. His examples are not above suspicion. For example, no. 10 on n. 348 (Ryl. IX 5/8), *bw rh=(y) st*, is probably the aorist, which is constructed with the perfective *sdm=f* (cf. Coptic $\text{ME}\Psi\text{AK}$).

³ V. Malinine, 1953, p. 9 (2). Within the corpus of abnormal hieratic texts some have *hrw pn* (e.g. abn. hier. P. Vat. 10574/2, abn. hier. P. Louvre E 3228/2, and abn. hier. P. Turin 248/2) and some do not (e.g. abn. hier. P. Louvre E. 3228c, E 3168, and abn. hier. P. BM 10113/1); but the latter appear to be mere abridgements of the former with no change in the form *dd*.

⁴ In the Will of Naunakhte, col. 1/4, *hrw pn ir.t h3ry n 3h.t s in NN*, *ir.t* is a feminine infinitive with its logical subject introduced by *in*. In the abnormal hieratic texts, Louvre 7849+7857 A and B, the phrase *hrw pn ck i pr* (of NN) *i-ir NN*, *ck* is the infinitive form with its logical subject introduced by *i-ir*, which sets the action in past time.

⁵ V. Sethe, 1899–1902, II, §§ 581–598; Erman, 1933, § 415; and Spiegelberg, 1925, §§ 230–234. Lexa, 1947–51, III, p. 506, top, cites two alleged examples in which the subject of an infinitive is introduced by a suffix pronoun in the direct genitive. The first example, Ryl. IX 19/11, *t3 wnw.t n ph=k n t3y 3c.t* is irrelevant since it is the result of a free translation. P. Mag. LL. 11/4, *r-pry nu hr wt=f* may not belong in this category either. *Wt* may as well be the feminine substantive, "seed", as an infinitive, "engendrement". In Canopus T 40–41, *hr wtb n3y=f hC.w m-dr p3 sw-'Is.t, n3y=f hC.w* is the object of *wtb*; and the subject subject is introduced by *m-dr*.

prothetic yodh before *dd*, which would bridge the gap between the Middle Egyptian *sdm·n=f* relative form and the demotic *dd*.¹

It seems the best course to construe *dd* as the *sdm=f* form with past meaning as is the normal demotic usage.

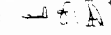
The Greek translations with *λέγει* need not militate against translating *dd* as a past tense. They were done "to the best of the abilities" (*κατὰ δύνάτον*) of the translators. But *λέγει* may be understood as an example of the *praesens pro praeterito*² and may be compared with a statement such as "Plato says" in English in which the use of the present is dictated by the psychological attitude of the speaker. The Greek translators may, alternatively, have meant only "A (herein) says to B" without particular reference to the tense of the demotic verb. Lastly, the Greek translators may have assimilated the demotic *dd NN* to the *ὁμολογῆι* (present tense) which commonly introduces declarations in Greek instruments – the assimilation being effected without reference to the tense of the demotic verb.³

§ 24. The demotic *wy^c*, "farmer," is the forerunner of the Coptic *oyoeie* (Crum, 1939, p. 473), "farmer", "husbandman." Griffith, 1909, III p. 284 n. 1 and p. 340, and Sethe (*op. Spiegelberg*, 1921, p. 175) suggested that *wy^c* derives from *ḥwꜣy*, "harvest," (*Wb.* 1.171.18–21). Glanville, 1932, p. 158 (4), observed that *wy^c* is attested in demotic and Coptic only as a substantive and that *ḥwꜣy* is only attested as a verb in earlier stages of Egyptian. He proposed that the title *wy^c*, "farmer," evolved out of a **pꜣ i-ir wy^c* (for which read **pꜣ ir wy^c*) through a form *i-ir wy^c* which he supposed to exist in dem. P. BM

¹ If demotic *dd* were a relative form used independently as a substantive. "what NN said", I think the definite article would be required (*cf. pꜣ (i)-dd* Coptic *πρεξε-*).

² Schwyzer-Debrunner, 1959, II p. 272 at the bottom of the page, who make special reference to E. Kieckers, *Sprachw. Miscellen* No. 23, who gives examples of *λέγει* and *φῆσι* in citations with past meaning. See also Kühner-Gerth, 1898, II. I, p. 134, Ann. I and pp. 135–136, who speak of "Handlungen, die zwar der Vergangenheit angehören, aber in ihren Wirkungen noch im Augenblicke des Sprechens fort dauern" (*op. cit.* p. 135).

³ I am following Sethe's subtle suggestion, 1920, p. 7. It is, of course, quite possible that *ὁμολογῆι* is itself a *praesens pro praeterito*: and one might justifiably wonder whether the homologies are really to be understood strictly as "gegenwärtige Parteierklärungen" as Schwarz, 1913, p. 3, asserted.

10616. His remarks are pointless, however, since the *i-ir* of dem. P. BM 10616 belongs with the verb *qđ* which immediately precedes it. The construction reads *qđ i-ir wj^c NN* and should be translated “statement which the farmer NN made”. This construction is employed to introduce the witness copies in dem. P. BM 10616 and does not exist in the original. Gardiner, 1941, p. 21 n. 5, has produced an 18th dynasty title  (cf. the title βασιλικός γεωργός of the Greek papyri), “reaper of his Majesty,” which may be the ancestor of the demotic *wj^c*.

For further discussion of *wj^c* consult Sethe, 1920, pp. 7 (§ 5), 36 (§ 30), and 281 (§ 52a); Hughes, 1952, p. 46; and Lüddeckens, 1960, p. 234.

§ 25. The occurrence of the designation *rmt (n) + (nomen loci)*, “resident of (*nomen loci*),” in the Brooklyn papyri and in dem. P. Vat. 22/12,13 has been noted by Jelinkova, 1959, p. 64 (7). She adds to the list of Memphite occurrences dem. P. BM 10075/1, dem. P. Cairo 30602/4 and 30603/4,5. The expression *he-rmt*, which she cites in the same note, does not exist. The passage in question should be read *šwt rmt (n) Pr-Wsir-Ḥp* (cf. Hughes, 1956, p. 82, col. A, no. 14); and in fact the *rmt* of her *he-rmt* is the same *rmt* which she quotes in her note as occurring in the phrase *rmt Pr-Wsir (sic)* in dem. P. Cairo 30603/4.

Spiegelberg, 1925, § 28, stated that he knew of no examples of *rmt + (nomen loci)* in which the genitival *n* is written; but Lexa, 1947–51, § 256.9 cites II Kh. 5/30, *n3 rmt.w n Kmy*, where the *n* is written (checked on photo). The Coptic descendant of this construction sometimes uses the *status constructus* of ϣωμε (<*rmt*) with *nomina locorum* and sometimes uses ϣ̄̄̄̄ (<*rmt n*) (v. Crum, 1939 p. 295b). *Wh.*, 2,423.8, cites many examples of *rmt + (nomen loci)* from earlier periods.

Lüddeckens, 1960, pp. 235–236, argues that *rmt + (nomen loci)* was a military title which corresponded to the longer *rmt . . . iw=f sh r* (*nomen loci*). He attributes the idea that *rmt + (nomen loci)* was a military title to Spiegelberg, 1930, pp. 59–60, who, he says, observed that this phrase was replaced in some papyri by *gl-šry n* (*nomen loci*), “soldier of (*nomen loci*)”. This is not precisely what Spiegelberg said, however. He identified in the Greek designations ἀφώντισσα and ἀφώντις (Gr. P. BGU 6.1249/2,7 [148/7 B.C.]) the demotic *nomen*

loci ϣηϛ and observed that one of the men so designated (Ἐσαροῦρηϛ Πετοσίριος ἀφωντέϛ ἄμισθοϛ) appears in dem. P. Berlin 13596/1 (149/8 B.C.) under the title *gl-šry n ϣηϛ*, “soldier of Aphōnt”. Spiegelberg thought that Aphōnt was a fortress near Elephantine and that the title *gl-šry n ϣηϛ* confirmed Wilcken’s suggestion (1922, p. 46 n. 4) that ἀφωντέϛ was a military title. He did not, however, produce any examples of the replacement of *rmt n ϣηϛ* by *gl-šry n ϣηϛ*; nor does Lüddeckens.

The fact that Aphōnt was a military settlement does not warrant the conclusion that everyone designated “man of Aphōnt” was a soldier and that *rmt* + (*nomen loci*) was a military title. Indeed, the occurrence of the feminine designation ἀφώντισσα indicates that not everyone who bore that designation was a soldier.

In the Brooklyn papyri the designation *rmt* + (*nomen loci*) is applied to farmers (ωϣ), servants of the falcon (*sdm-ϣ n p3 bik*), and merchants (šwϛ). Moreover, in several instances the *nomen loci* is the temple precinct of *Pr-hn-ᶓInp*, which was no military settlement.





In all probability the phrase *rmt* + (*nomen loci*) means no more than “resident of” and is equivalent to ἀπό + (*nomen loci* in the genitive), “from (*nomen loci*)” of the Greek papyri.¹

26. The reading of this place name is uncertain. One might possibly read *Pr-ᶓηϛ*. The name occurs in dem. P. Brooklyn 37.1796 E/12,27; 37.1803 E/10, and dem. P. Vat. 22/12. The writing in dem. P. Brooklyn 37.1796 E/27 looks different from that in line 12 of the same text; but the locality is described as the one “which is written above”. Moreover, the place in line 27 must be the same one described in dem. P. Brooklyn 37.1803 E/10; for the same man is referred to in both passages.

27. The reading *Wn-ᶓfr* is barely possible. I have no hieroglyphic or demotic texts which could establish the reading or fix the locality. This name occurs in dem. P. Brooklyn 37.1796 E/12, 37.1803 E/10,


¹ Spiegelberg, 1901, p. 71* and pp. 31–32, cites the equation *p3 rmt P3-Swn*, “the resident of Psōn,” with ἀπό ψώνεϛ “from Psōn;” and Crum, 1939, p. 295 b, cites the equivalents ΡΜΤΑΡΑΒΙΑ. Ἀράβισσα and ΡΕΜΡΑΒΑΩΝ – ἀπό Γαβουϛ (Jer. 35/1). For the function of these “home-styles”, see E. Bickermann, 1926, 216–39 and the objections to B.’s conclusions by E. Schönbauer, 1929, 345/59.

was translated by *μεταβολεύς* in Gr. P. Casati 5/4 (= Gr. P. Paris 5/4). On the basis of this translation he first rendered the title as "money changer" (followed now by Erichsen, 1954, p. 498): but he later altered his translation, *op. cit.* p. 291 n. 4, to "trader," or "huckster" when he was informed was that this was the proper meaning of *μεταβιολεύς*. It appears that the translation "trader" for *μεταβολεύς* is, indeed, more exact.¹ The Greek translation of *šwty* as *μεταβολεύς* may be taken as supporting evidence for Hughes' reading of *šwty* as *šwty*: for there can be no doubt that the persons designated *šwty* were traders and merchants.

Montet, 1925, p. 320 n. 1, thought that he had discovered an Old Kingdom writing of *šwty*, "merchant," in a group which he read as ; and his view has recently been reaffirmed by A. Theodorides, 1958, p. 77 and n. 55. This group occurs in the legend over a scene of barter in the tomb of Fetekta (*v. Porter-Moss*, 1931, p. 97), which W. S. Smith, 1949, p. 205, says probably dates to the 6th Dynasty. The scene and text are reproduced by Lepsius, 1849-59, ii, 96, and by Maspero, 1900, plate facing p. 256, whose copy may be independent of Lepsius'. Two standing figures, bearing articles for trade, are depicted advancing toward a seated figure. Over the second of the standing figures, who carries two kinds of fans (*cf. Steindorff*, 1913, fig. 133 and Jéquier, 1921, pp. 296-297), there is the following text, the end of which may be in lacuna:  [... I read the beginning of this passage as *mk nf.t*, "behold a fan;" but I am unable to interpret what follows. The sign which both Lepsius and Maspero give as  is Montet's . I doubt, however, if Montet's interpretation is even remotely possible: and I think that the likelihood of the entire group's being a writing of *šwty* may be safely eliminated.²

šwty.w, then, are first attested in texts of the New Kingdom where they are said to "fare downstream and upstream . . . carrying goods from one town to another and supplying him that has not" (Lansing 4/8-9 *apud* Caminos, 1954, p. 384). It is significant that already at their earliest occurrence the *šwty.w* are found attached to temples just as

¹ *F. LSJ* p. 1110b and Preisigke, 1925-31, *s.v.* *μεταβολή* and *μετάβολος*.

² A. Erman, 1919, p. 49, interpreted the sign in question as .

happens in the demotic texts.¹ That a *šwt*y might specialize in a particular commodity may be inferred from the juxtaposition of the occupational titles “trader and wine vendor” (*šwt t3y irp*) in dem. P. Leyden 374a/5 (v. Sethe, 1920, p. 735). *Šwt* survives in Coptic as $\omega\Upsilon\tau:\epsilon\omega\Upsilon\tau$ (Crum, 1939, p. 590), “trader,” “merchant”.

§ 30. The place name *Pr-hn-2Inp*, which is quite common in the Memphite papyri, has hitherto been read simply *Pr-2Inp*; but this reading ignores the sign which is clearly written between *pr* and ²*Inp*.² That this sign is a writing of *hn* (a ligature of \triangle from $\overline{\overline{\overline{\square}}}$) is at once apparent if the Ptolemaic writings of *hn*, “jug,” or “chest,” cited by Erichsen, 1954, p. 277, be compared with it.

Pr-hn-2Inp is the demotic writing of a place name which is well attested in hieroglyphic texts from the Memphite region, e.g. Louvre Serapeum Stele 328 (3689): $\square\overline{\overline{\overline{\square}}}\overline{\overline{\overline{\square}}}$.³ Gauthier, 1925–31, II, p. 109, placed *Pr-hn-2Inp* in the vicinity of Memphis; and de Meulenaere, 1960, pp. 103–104, has localized it in the complex of structures to the east of the Great Serapeum of Memphis, known as the Anubieion in the Greek papyri.

De Meulenaere has set forth good reasons for locating the temples *Pr-hn-2Inp*, *Pr-Wsir-Ḥp*, and *Pr-Wsir-rwd-ist* within the same complex. He also observed that the toponym *T3-dhn.t* appears to embrace the Anubieion, *Pr-Wsir-Ḥp*, and *Pr-Wsir-rwd-istwt*; and he tentatively proposed the equation of *T3-dhn.t* and the Anubieion. He omits *Pr-hn-2Inp* from his list of sites to be included within *T3-dhn.t*; yet since he has shown that *Pr-hn-2Inp*, *Pr-Wsir-Ḥp*, and *Pr-Wsir-rwd-istwt* probably belonged to the same complex, it is likely that *Pr-hn-2Inp* should

¹ V. Kees, 1933, pp. 103–104, and Théodoridès, 1958, pp. 100 *sqq.*, who furnishes an ample bibliography. For examples of the association of *šwt.w* with temples and in the service of gods see, in addition to the Brooklyn papyri, dem. P. BM 10616 B2, B3, B4. A4: *šwt b3k H.t-Ḥr*; dem P. Cairo 30602/4 and 30603/4,5,9,14: *šwt rmt Pr-Wsir-Ḥp*; and dem. P. Bibl. Nat. 219a/1: *šwt b3k Ḥr-hnt-Ḥt*.

² For the reading *Pr-2Inp* see most recently Jelinkova, 1959, pp. 64–65. The reading goes back to Revillout and had been accepted by Spiegelberg. Thompson was not satisfied with this reading as is indicated by his notes in his manuscript dictionary where he suggested the reading *Pr-iry- Inp*.

³ V. H. de Meulenaere, 1960, p. 94 and pp. 103–104, who cites a number of occurrences of this name. The sacred “chest of Anubis” is known from a number of sources (r. *Wb.* 2.491.19).

also be included within T_3 -*dhn.t*. Were it not for the facts that *Pr-hn-²Inp*, *Pr-Wsir-Ḥp*, and *Pr-Wsir-rwd-iswt* seem to be on an equal footing and that the Greek designation Anubieion appears to apply to a large complex which was contrasted with the Great Serapeum, there would be a strong temptation to identify *Pr-hn-²Inp*, "The house of the chest of Anubis," with the Anubieion. A solution of the topographical problems connected with the Anubieion must await the systematic excavation of the site.

§ 31. The designation *nty hr n3 shn.w n Mn-nfr* has recently been discussed by Jelinkova, 1959, pp. 65–68; but her exposition is weakened by her failure to consider the study of *shn* undertaken by Peremans and van't Dack, 1953, pp. 95–104, who identified the demotic *shn* with the Greek *οἰκονόμος*. I adopt this identification and translate *nty hr n3 shn.w n Mn-nfr* by "which is under (the supervision of) the *oikonomoi* of Memphis".

§ 32. The notary in this papyrus occasionally employed a filler-stroke at the end of some of the lines. I have indicated this stroke in my transcription by a dash (–).

§ 33. a) This same *Ḥr-m-ḥy* is the creditor in dem. P. Brooklyn 37.1802E, 37.1803E, and dem. P. Vat. 22. I do not know of his occurrence in any other papyri.

Jelinkova, 1959 p. 68 (13), gives occurrences of the name *Ḥr-m-ḥy* and declares it possible to interpret the writing either as *Ḥr-m-ḥyt* or as *Ḥr-nty-ḥy*. There can be no doubt that the former interpretation is correct; for in the Vienna Stele No. 155 (Wreszinski, 1906 pls. 2 and 5) the same name is given in hieroglyphs as *Ḥr-m-³h.t* and in demotic as *Ḥr-m-ḥy*. Cf. Ranke, 1935, 247.17, and Preisigke, 1922, col. 50 *s.v.* Ἀρμάζις.

b) For the name *Ḥr-²Inp* consult Ranke, 1935, 230.9. The Greek form is Ἐπινοῦπις. V. Griffith, 1909, III p. 278 n. 1, and Preisigke, 1922, col. 103.

c) For the name T_3 -(*nt*)-*wn-bs* see Ranke, 1935, 359.5 and 1949–52, 395. In the Greek forms of this name, Ταρομβήης, Ταῦομβήης *etc.*,¹ Egyptian *w* appears either as *v̄* or *γ*, a phenomenon which is attested

¹ Preisigke, 1922, col. 404; Vergote, 1945, p. 16 and note 4; and J. Hopfner, 1946, p. 18.

in other Egyptian names as well.¹ The spellings with upsilon pose no difficulty, but the substitution of gamma for wāw appears at first sight anomalous.

Specialists in Greek have tended to regard gamma as intrusive and, by implication, to seek an explanation for its presence within the structure of Greek phonology.²

In fact, a satisfactory explanation must consider the synchronic phonetic values both of wāw and of gamma. Egyptian wāw (> Coptic ⲟϣ) was a voiced labio-velar spirant; and according to Vergote Greek, which lacked an equivalent phoneme, employed instead its voiced velopalatal stop, gamma, as a near approximation.³

It is, however, not unlikely that the spirantization of gamma, the rule in modern Greek, was already under way during the Hellenistic Period: and in this case gamma would have approximated the value of wāw as closely as did the back vowel upsilon.⁴

<T₃(m)-> is emended on the basis of dem. P. Brooklyn 37.1802E/15, 37.1803E/11, and dem. P. Vat. 22/14.

§ 34. The function in the legal papyri of the formula *dy=k n=y mn*, "you have given to me such and such a thing," and of its Greek parallels is discussed in Chapter V below.

This formula was also adopted for use in the Aramaic papyri from Elephantine⁵ where it appears in Aram. P. Cowley 10/3 (456 B.C.), "you have given me as a loan (*zph*), etc.," and in Aram. P. Cowley 11/x+1 (455 B.C.), "you have given me, etc.," both of which are loans. The earliest occurrences of this formula in Egyptian texts are dem. P. Louvre E9293/2-3 (499 B.C.) and dem. P. Loeb 48/2 (498 B.C.); but the statement made in the petition in the Karnak Juridical Stele, line 17, *rdi·n=i nbw dbn 60 . . . n=i-imy m swd.t n NX*, "I gave sixty deben of gold . . . which was my own property, as a [loan], to

¹ The earliest discussion I have found of the substitution of gamma for wāw in the Greek spellings of Egyptian names is that by Hess, 1890, pp. 1-2. See also Spiegelberg, 1908:2, p. 26 note 3.

² Mayser, 1906, pp. 167-168, under the heading "Umfaltung eines inlautenden γ" (Anaptyxis); and H. I. Bell, 1948, p. 95 n. 6: "epenthetic γ".

³ Vergote, 1945, p. 17; and Worrell, 1934, p. 84 *et passim*.

⁴ Mayser, *op. cit.*, p. 168; Schwyzler-Debrunner, 1959, I, pp. 204-210; and Debrunner, 1954, p. 106.

⁵ V. Malinine, 1950, p. 2, who refers to A. Cowley, 1923, p. 29.

NN." may hint at the existence of a corresponding formula of receipt.

The *sdm=f* form *dy=k* is perfective in meaning as is normal usage in demotic (*v. Spiegelberg*, 1925, § 120, and *Lexa*, 1947–51, III, § 411 p. 346). In Gr. P. Leyden P (= UPZ 2.177/8), a translation of dem. P. Berlin 5507, the demotic *sdm=f* form *dy=y*, "I have given," is translated into Greek as ἔδωκα.

For other uses of the verb *dy.t*, "to give," in the demotic legal papyri consult *Sethe*, 1920, index, *s.v. dj*.

For the preposition *n* indicating the recipient consult *Spiegelberg*, 1925, §§ 266–268, and *Lexa*, 1947–51, V, § 905 p. 733.

§ 35. *swn* in the sense of "sale price" is attested since the Middle Kingdom (*v. Wb.* 4.68.6–8) and appears in Coptic as **COYEN^B** (*Crum*, 1939, p. 369b), "value," "price". It corresponds to the Greek *τιμή* (*cf. Rosetta*, dem. 17, *swn (n) n3 šs-nsu*, "the value of the byssos-cloth" = *Rosetta*, Gr. 29–30, τὰς τιμὰς τῶν . . . βισσίνων ὁθ[ορί]ων). According to *Sethe*, 1920, p. 118, *swn* is better translated "value" than "price". The former meaning leads naturally to the latter, however; and in the instruments of sale (*sh db3 hd*) the translation "price" fits nicely.

The idiom *iry swn*, "to engage in trade," (since *M. K. v. Wb.* 4.68.4–5) hints at a root meaning such as "exchange value" or "worth in trade". By contrast the underlying notion in the Greek *τιμή* seems to be that of "honor", "esteem," and thence "value" (*cf. τιμάω*, "to honor," "to prize").

Sethe, 1920, p. 305, noted that *swn* is always used without the definite article, a phenomenon which he observed in Coptic as well. He held this to be a peculiarity of substantives which took the suffix pronouns. I have found no contradictory examples in demotic; but *Crum*, 1939, p. 369b, cites **πCOYENQ** in a Bohairic text of the life of Pakhomius.

It is worthy of note that in the Greek sales with deferred delivery of the form *ἠμολογεῖ ὁ δεῖνα ἔχειν παρὰ τοῦ δεῖνα*, *τιμή* never occurs with the definite article. In the sales with deferred delivery of the form *ἠπέδοτο* — — *ἠποδότω*, on the other hand, *τιμή* is used with the definite article.

§ 36. The words which follow *dy=k n=y swn (n)*, "you have given to me the price of," pose serious problems. Since they specify what was to be delivered and since this is referred to in lines 17 and 20 as "seed grain" (*pr.w*), it follows that the unread words should denote a kind of grain.

The first two signs, ρ , may possibly be taken as a writing of *rtb*, "artaba" (v. Erichson, 1954, p. 259); in which case the next group, ρ , might be a writing of *sw*, "wheat".

The next sign, ξ , looks like the flesh determinative that appears in the writing of $h_3.t$, "heart," in lines 16 and 28. It could also be a writing of *sp-sm*. I have also considered the possibility that the sign is a corrupt writing of w_3d , "fresh," which was used to describe the wheat in dem. P. Brooklyn 37.1802E/15–16, 37.1803E/12, and dem. P. Vat. 22/14–15. It will be noted, however, that in the texts cited w_3d was not written when the half of the quantity was reckoned; but the unread sign is written when the half was reckoned in our passage.

§ 37. The word which follows ξ may be read as *klyn*, *krmyn*, or *ky.s*. As for the signs at the end of the writing of this word in line 14 (ρ), one can transcribe them as ρ ; or one can assume an *n* (ρ) was ligatured to the plant determinative (ρ). On the analogy of the use of w_3d in the other Brooklyn papyri I am inclined to regard the word as either an adjective or a substantive constructed as a limiting genitive. The spelling suggests that it may be a loan word from Greek.

§ 38. $R^c-w_3h_3$, when used in the receipt-paragraphs, was preceded by the prepositions *n* (v. dem. P. Reinach 3/7–8 and dem. P. Loeb 62/7–11) or *r* (v. dem. P. BM 10560/18–20). Since it is an established fact that the preposition *n* was frequently not written in demotic, it seems that *n* should be read before $r^c-w_3h_3$ when no preposition is written (v. dem. P. Brooklyn 37.1796E/16, 37.1802E/12, 37.1803E/12, and dem. P. Cairo 30610/7).

I construe this *n* as the demotic descendant of the *m* of predication; and I regard it as the same *n* which was commonly used in the legal texts to indicate the nature of the items handed over.¹ Thus we find money given:

- a) $n s^c n h_3$, "as an endowment," (v. dem. P. Bibl. Nat. 219a/2),
- b) $n h_3 n i r n-y h m.t$, "as money of being a wife for me," (v. dem. P. BM 10607/3), and
- c) $n h_3 n h_3.t p_3 h r w$, "as money before its day" (v. dem. P. Cairo 30613/11).

¹ V. Pestman, 1961, p. 106 n. 6.

In like manner, in receipts in the Greek papyri the purpose for which money was handed over was indicated by prepositional phrases (e.g. ἐν δαείῳ, “as a loan.” ἐκ προδόματος, “in advance”).

Seidl¹ has pointed out that the demotic *n* could as well be translated “for” “or on account of”; and the use of the preposition *r* in place of *n* before *r^c-whj* indicates that the phrase was meant to indicate the purpose for which the money was given.²

§ 39. I know of the following published examples of *r^c-whj*:

- 1) dem. P. Brooklyn 37.1796E/14–16 (108 B.C.)

dy=k n=y sw n . . . (n) r^c-whj . . . mtw=y mh=k (n) n₃ pr. w nty hry . . .

“You have given to me the price of . . . as a *r^c-whj* . . . and I shall pay you in full the aforementioned grain . . .”.

- 2) dem. P. Brooklyn 37.1802E/15–16

same form as preceding example.

- 3) dem. P. Brooklyn 37.1803E/11–12

same form as preceding example.

- 4) dem. P. BM 10560/18–20 (temp. Ptol. V):

dy=k n=y rtb n sw 2 . . . r r^c-whj . . . mtw=k t₃y.t=w mtw=y šp=w n=k n ip hm n₃ hrw nty hry,

“You have given to me 2 artabae of wheat . . . to be a *r^c-whj* . . . You will take them; and I shall credit them to your account during the days aforementioned,”

- 5) dem. P. Reinach 3/7–8 (temp. Kleopatra III):

wn-mtw=k rtb n sw 50 . . . i-ir-n=n n r^c-whj n d₃d₃ ms mtw=n dy. t st n=k . . .,

“You have 50 artabae of naked wheat . . . against us as a *r^c-whj*, consisting of principal and interest. We shall give it to you . . .”.

- 6) dem. P. Turin 174,14 (127/6 B.C.):

tw=y wy r-r=k (n) p₃ hp (n) p₃ sh (n) r^c-whj i-ir=k irm s-hm.t NN n h₃.t-sp 44 . . . r h₃ 1440 . . . iw p₃y=w hw hm=w . . . r dy.t st n h₃.t-sp 45 . . .”

¹ V. Nims, 1958, p. 241 (i).

² I take *r* to be the *r* of purpose or of futurity (v. Gardiner, 1957, § 163, 4). In Coptic ΟΥΨΑΠ, “loan,” was introduced by Ε (<*r*) to indicate the purpose for which money or goods were handed over.

"I am far from you with regard to the right of the instrument of $r^c-w\dot{h}\ddot{z}$ which you and the woman NN made in regnal year 44 . . . concerning 1440 (deben) of money . . . with their expenses included in them . . . in order to give them in regnal-year 45 . . ."

- 7) dem. P. Loeb 62/7-11 (*temp.* Ptol. V):

[$dy\ n=y\ wy^c$] NN $hd\ 70$. . . $n\ r^c-w\dot{h}\ddot{z}=f\ r\ p\ddot{z}\ d\ddot{z}\ d\ddot{z}\ ms$. . . $\dot{i}w=f\ hpr$
 $r\ dy=y\ n=f\ p\ddot{z}\ hd\ 70$. . . $\ddot{s}\ddot{z}[^c\ h\ddot{z}.t-sp\ 8$. . . ,

"[The farmer] NN [gave to me] 70 (deben) of money . . . as a $r^c-w\dot{h}\ddot{z}=f$ including the principal and interest . . . If it happens that I have not given to him the 70 (deben) of money . . . b[y regnal-year 8 . . .",

- 8) dem. P. Cairo 30610/6 7 (66/5 B.C.):

$dy=k\ n=n\ rth\ (n)\ sw\ 4$. . . $n\ d\ddot{z}\ d\ddot{z}\ ms\ (n)\ r^c-w\dot{h}\ddot{z}=f$. . . $mtw=n\ dy.t$
 $st\ n=k$

"You have given to us 4 artabae of wheat . . . consisting of principal and interest as a $r^c-w\dot{h}\ddot{z}=f$. . . We shall give it to you . . .,"

- 9) dem. P. Loeb 38 rt/5-6 (early Ptolemaic):

$p\ddot{z}\ r^c-w\dot{h}\ddot{z}\ r-in.t=w\ n\ ibd\ 4\ pr.t\ sw\ 13\ r\ ibd\ 4\ pr.t\ sw\ 1$ [. . .

[] $p\ddot{z}\ r^c-w\dot{h}\ddot{z}$ [] $rth\ n\ sw\ 2/3^1$,

"The $r^c-w\dot{h}\ddot{z}$ which they received from the fourth month of winter day 13 to the fourth month of winter day 1 [. . .

[] the $r^c-w\dot{h}\ddot{z}$ [] $2/3$ artaba of wheat."

- 10) dem. P. BM 10413/9-10 = Revillout, 1880, pp. 303-311:

$ht\ ht\ nb\ n\ pr$ [] $r\ nb\ p\ddot{z}\ r^c-w\dot{h}\ddot{z}\ (n)\ p\ddot{z}\ h\dot{y}r$,

"every household furnishing [] every door, the $r^c-w\dot{h}\ddot{z}$ in the street,"

- 11) dem. P. Amherst 39 col. 1/8²:

"the house in Jeme, $p\ddot{z}\ r^c-w\dot{h}\ddot{z}=f\ n\ p\ddot{z}\ h\dot{y}r$, all of everything".

- 12) Dem. P. Moscow 123/2,3

$hn\ p\ddot{z}y=(y)\ r^c-w\dot{h}\ddot{z}\ n\ p\ddot{z}\ h\dot{y}r$,

"in my $r^c-w\dot{h}\ddot{z}$ in the street."

¹ I owe this reference to Prof. G. R. Hughes; and I also owe to him the reading $rth\ n\ sw\ 2/3$.

² I owe this reference to Prof. G. R. Hughes. It is also cited in Spiegelberg's manuscript dictionary. It is tempting to connect $n\ p\ddot{z}\ h\dot{y}r$ with the phrase $\dot{e}v\ \dot{a}v\dot{u}\ddot{q}$ which occurs in a number of documents of the Roman period from Oxyrhynchus. See Preisigke 1915. p. 4.

13) Dem. P. Michaelides, pl. 12. A/5

$n r^c-w\dot{h}\ddot{z} \dot{k}d. t 2.$

“as a $r^c-w\dot{h}\ddot{z}$, 2 $\dot{k}\dot{i}\ddot{t}\ddot{e}$.”

In addition to these examples I have found in Spiegelberg's manuscript dictionary the following citations which I have been unable to verify:

14) Dem. P. Amherst 4 (= P. Michigan unpubl.):

$\dot{h}\dot{i}\dot{h}\dot{t} \dot{n}b \dot{n} \dot{p}r r^c-w\dot{h}\ddot{z} \dot{n} \dot{p}\ddot{z} \dot{h}\dot{y}r.$

“every household furnishing, a $r^c-w\dot{h}\ddot{z}$ in the street.”

15) Dem. P. Hamburg, 13/7

16) Dem. Ostr. Strassburg 581 (*bis*).

Lastly, Malinine. 1967, p. 82, refers to the following unpublished-example:

17) Dem. P. Cairo $\frac{24|11}{62|3}$ line 3. (176/5 B.C.)

$R^c-w\dot{h}\ddot{z}$ is, then, used in conjunction with the formula $dy=k n=y mn$, which acknowledges the receipt of bailments and debts, and with the formula $wn-mtw=k mn \dot{i}-\dot{i}r-n=y$, which is an abstract acknowledgement of indebtedness.¹ $R^c-w\dot{h}\ddot{z}$ can be used of debts which include both principal and interest (*v.* examples 5, 6, 7, and 8 *supra*). In all the contexts in which $r^c-w\dot{h}\ddot{z}$ is employed and which afford sufficient information for a judgement, what is handed over is not what is returned (it may be of the same *genus*, but it is not of the same *species*). In the case of sales with deferred delivery, money is handed over but merchandise must be returned; and in example 4, the wheat received was never returned.

Let us now consider the translations previously proposed for $r^c-w\dot{h}\ddot{z}$. As early as 1879 Revillout translated $r^c-w\dot{h}\ddot{z}$ as “claim” (*créance*) and held that a $\dot{s}h(n) r^c-w\dot{h}\ddot{z}$ was a promissory note (*écrit/billet de créance*).² In 1905 W. Spiegelberg translated $r^c-w\dot{h}\ddot{z}$ in example 5 as “acknowledgement

¹ For the formula $dy=k n=y mn$, *v.* *supra* § 34. For $wn-mtw=k mn \dot{i}-\dot{i}r-n=y$ consult Seidl, 1962, p. 133.

² *V.* Revillout, 1879, p. 86, and 1880, p. 310 and p. 493. H. Brugsch, 1867-1882, *s.v. ab*, had read the demotic verb $w\dot{h}\ddot{z}$ as $\ddot{z}b$; and it may be that Revillout was aware that this reading was incorrect (*v.* Revillout, 1880, p. 493). Griffith, 1900, p. 91, explicitly rejected Brugsch's reading and proposed the correct reading $w\dot{h}\ddot{z}$. In 1883 Revillout, 1883, p. 26, translated $r^c-w\dot{h}\ddot{z}$ in dem. P. Brooklyn 37.1802E/16 by “claim” (*créance*).

of debt" (*reconnaissance de dette, billet*), a translation which was approved of by Sethe (1920).¹ In 1948 C. F. Nims translated $p\beta\ \delta h\ n\ r^c-w\beta\beta$ of example 6 as "document of debt".² In 1952 G. R. Hughes noted the association of $r^c-w\beta\beta$ with loans; and in 1960 C. F. Nims adopted the translation "loan" for $r^c-w\beta\beta$.³ Malinine,⁴ in his publication of dem. P. Moscow 123, emphasized that $r^c-w\beta\beta$ is an action noun ("action d'exiger où réclamer"); and in the rest of his commentary he showed sober restraint in his rendering of this term.

In seeking to define $r^c-w\beta\beta$ the possible distinctions between loans at interest, loans for consumption, loans for use, and deposits must be kept in mind. In the terminology of Greek law the words *δάνειον*, *χρησις*, and *ἔρανος* are all used of loans at interest and loans for consumption with no apparent nuance distinguishing them.⁵ There was, however, a broad terminological distinction between the three words for loan on the one hand and the words for deposit on the other (*παραθήκη, παρακαταθήκη*). In addition to these terms the word *arrha* (*ἀρράβων*) was used of earnest-money which was put down to secure agreements and which might or might not be returned later.

I have examined the Coptic terms given by Crum in his indices which correspond to the Greek terms just mentioned; and in no instance have I found that the same Coptic word was used to cover more than one of the meanings distinguished in the Greek terminology. Thus $\text{OY}\Psi\text{A}\Pi$ ¹ corresponds to *δάνειον*⁶ and *χρησις*, BOEIAE to *παραθήκη* and *παρακαταθήκη*, and APHB ⁷ to *ἀρράβων*. Since the Coptic words are not loan words from Greek, it seems reasonable to expect that

¹ V. W. Spiegelberg, 1905, p. 200 (= p. 30 of separate printing). Sethe, 1920, p. 294 n. 3, said that Spiegelberg translated $r^c-w\beta\beta$ as (claim) *Schuldforderung*.

² C. F. Nims, 1948, p. 252.

³ Malinine, 1967, pp. 82–83.

⁴ V. G. R. Hughes, 1952, p. 89 n. 25, and Nims, 1960, p. 272. Nims attributed the translation "loan" to E. Seidl.

⁵ J. Cvetler, 1934, a work to which I have been unable to gain access, and 1935, pp. 129–132, made an effort to distinguish the difference between *δάνειον* and *χρησις*. Pringsheim, 1950, pp. 513–514, has doubts about the validity of his findings.

⁶ V. Caminos, 1954, p. 395, for the derivation of $\text{OY}\Psi\text{A}\Pi$ from *wšby*.

⁷ I suspect that the word $\text{r}b\tau$ in the so-called $\text{r}b\tau$ -documents is related to the coptic APHB and denotes the person who holds the documents which evidence the good faith of the parties to the agreements.

the distinctions they represent were recognized in contemporary Egyptian legal thought and perhaps also in the legal thought of earlier times.

Now r^c-wh_3 is a composite *nomen actionis* compounded of the prefix r^c and the infinitive wh_3 , "to seek," "to demand". The prefix r^c is itself a composite of r , "activity," and c , "arm," and translated literally means "activity of the arm" and hence "activity".¹ In compounds r^c denotes a condition or state of activity. e.g. $r^c-3tp=f$, "the condition of loading it".² Compounds of this type are well attested in both demotic⁴ and Coptic⁵.

The verb wh_3 , "to seek," "to demand," sometimes has in legal texts the technical meaning of "to claim (what is owing)"⁶; and this is evidently the connotation of wh_3 in r^c-wh_3 . R^c-wh_3 should mean an "action of claiming" and hence a "claim".⁷ The phrase $n/r r^c-wh_3$ I translate by "as a claim" which I take to mean "subject to claim". I avoid the translation "on demand" since this would imply that a deposit had been received which could be reclaimed whenever the depositor wished. In examples 1-8 repayment is set for a fixed term; and in example 4 the creditor may never have been paid back what he handed over.⁸

I do not think that the translation "debt" for r^c-wh_3 does justice to the force of wh_3 in the compound. R^c-wh_3 expresses an active assertion of title as does *claim*; whereas "debt" is a passive expression for "what

1 *V. Wb.* 2.394.11-395.5.

2 Concerning r , "activity," "action," and r^c with the same meaning consult H. Junker, 1941 pp. 3-7, and Edel, 1955, § 259. According to Sethe, 1910, pp. 149-150, r^c is a substantive, the basic meaning of which must have been "limit" or "end".

3 *V. Gardiner*, 1957, p. 577; Erman, 1933, § 439; and Caminos, 1954, index s.v. r^c .

4 *V. W. Spiegelberg*, 1902, pp. 224-225 and 1925, § 33; and Lexa, 1947-1951, p. 234.

5 *V. Sethe*, 1910, p. 150, and Crum, 1939, p. 287, s.v. $\rho\alpha$.

6 *V. Erichsen*, 1954, p. 98; Spiegelberg, 1905, p. 200 (= p. 30 of the separate printing), Sethe, 1920, p. 294 n. 3; Gardiner, 1951:2, p. 118, note e; and Théodoridès, 1967, p. 114, n. 6.

7 I use "claim" in the technical sense of the assertion of a title to any debt, privilege, or other thing in the possession of another.

8 I understand this text as recording either a partial payment of rent in advance or the payment of earnest-money. cf. Gr. P. PSI 390/5 (iii B.C.) $\epsilon\chi\omega \acute{\alpha}\rho\tau\acute{\alpha}\beta\alpha\varsigma \times \acute{\alpha}\varsigma \pi\rho\sigma\delta\acute{\epsilon}\xi\omicron\mu\alpha\iota \epsilon\iota\varsigma \tau\acute{o} \cdot \tau\epsilon$.

is owed". The translation "loan" is too restrictive since $r^c-w\eta\zeta$ can be applied to a debt for price or to an advance payment of rent.

A search for a precise Greek equivalent to $r^c-w\eta\zeta$ has met with little success. In the Greek sales with deferred delivery the price is sometimes called a *δάνειον*. In other texts it is called a *προχρηία* or a *χρηήσις*.¹ If any of these terms corresponds to $r^c-w\eta\zeta$, it is likely to be *δάνειον*; but I cannot prove such a correspondence. Moreover, the establishment of such a correspondence would not clear up the difficulties connected with the use of $r^c-w\eta\zeta$: for *δάνειον*, while often translated "loan," is frequently used to denote credit arrangements which extend beyond the strict limits of loan.²

§ 40. For convenience I have termed the clauses $\xi p=y st (n) \underline{dr. t=k}$ $\dot{i}w \eta\zeta. t=y mty n-im=w \dot{i}w=w mh (n) \dot{i}wty sp nb$, "I have received them from your hand, my heart being satisfied with them, they being complete and with no remainder at all," the paragraph of receipt of Type II. They occur together as a unit very frequently after the clause of satisfaction, the formulae of receipt $\underline{dy=k n=y mn}$, "you have given to me such and such," and $\underline{tw=y mh n mn}$, "I have been paid such and such in full," and in the receipts which begin $\dot{i}w n \xi p (n) \underline{dr. t NN}$, "payment received from the hand of NN". This group of clauses is composed of a clause of receipt, a clause of approval, and two clauses descriptive of the state of what was received.

The order of the clauses is only fixed with regard to $\xi p=y st (n) \underline{dr. t=k}$ which invariably comes first. The normal order is for the clause of approval to follow with the two descriptive clauses following in the order $\dot{i}w=w mh (n) \dot{i}wty sp nb$.³ Occasionally the descriptive clauses precede the clause of approval.⁴

In the clause $\xi p=y st (n) \underline{dr. t=k}$, the subject also occurs in the 1st

¹ For *δάνειον* v. Gr. P. Reinach 10/32 (111 B.C.) and Gr. P. Oslo Inv. 1440 (A.D. 91) line 18. For *προχρηία* v. Gr. P. PSI 10.1122/21 (A.D. vi). For *χρηήσις* v. Gr. P. BGU 4.1015 (A.D. 222/223).

² V. Mitteis. 1891, p. 474; Weiss, 1923, p. 440 n. 6; and Seidl, 1962, p. 474.

³ This order is already attested in the reign of Amasis. V. dem. P. Louvre 7838/5-6, abn. hier. P. Louvre 7847/8-9, and dem. P. Ryl. 12/4.

⁴ F. Revillout, 1880, pp. 303-307 and dem. P. Louvre 2429/2. In Gr. P. Leyden P (= Gr. P. UPZ 177/32-34) the clauses appear in this order and are translated into Greek: [ἐ]δεξάμην παρὰ σοῦ τὴν τούτω[ν τιμὴν ἐκ πλῆρους] ἀνεῖ πάντος [ἐπι]ολόγου. Ἀπ[ι]υδόκησάς με. This is a translation of dem. P. Berlin 5507/32-33.

person plural and the third person plural. *St* is sometimes replaced by the designation of the thing received, and the name of the person who handed over what was received occasionally replaces the suffix pronouns after *dr.t*.

The clause of approval is sometimes constructed as a circumstantial clause introduced by the particle *iw/r*.¹ This clause is used independently in dem. P. Cairo 30657/4, a release, and in one of the standard forms by which the approval of persons with vested interests in agreements was expressed.²

In dem. P. Hauswaldt 7a/6-7 and in the Brooklyn papyri the clause *iw=w mh* has been omitted from the paragraph of receipt; and it is not at all uncommon for the *nb* after *sp* to be omitted.

For an evaluation of this paragraph of receipt consult Chapter V below.

§ 41. For *mh* consult Erichsen, 1954, pp. 171-172; *Wb.* 2,118.10; and Crum, 1939, pp. 208-210 *s.v.* $\text{M}\text{OY}\text{Z}$. The verb *mh* frequently takes a direct object which indicates the person paid and introduces by the preposition *n(<m)* the thing paid. Thus I translate *mtw=y mh=k (n) n3 pr.w nty hry* (*lit.* "I shall fill you with the above-mentioned seed-grain") by "I shall pay the above-mentioned seed-grain in full".

The use of the verb *mh* to describe the payment of the grain is noteworthy; for in the instruments which record a loan of grain or acknowledge a debt of grain the verb *dy.t*, "to give," was used to denote the repayment.³ Of the instruments which record a loan or a debt of money all but one (dem. P. Cairo 50123/4) use *dy.t* in the promise to repay.

The fact that *mh* is used in some leases to describe the act of paying the rent⁴ while *dy.t* is used in other leases⁵ indicates that no subtlety

¹ *V.* dem. P. BM 10560/19 (190 B.C.) and dem. P. Cairo 50129/5 (86 B.C.).

² *V.* Sethe, 1920, pp. 683 *sqq.*

³ All five of the grain loans which begin with the formula *dy=k n=y mn* use *dy.t* for the repayment. In 12 of the instruments which acknowledge a debt for grain by the formula *wn-mtw=k mn i-tr-n=y*, *dy.t* is used, and in two other texts of this type the editors restored *dy.t*. In two texts which record promises to pay grain and which employ the formula *iw=s mtw=k r c.wy=y* the verb *dy.t* is also employed.

⁴ *V.* dem. P. Berlin 3102/15 and dem. P. Reinach 5/20.

⁵ *V.* dem. P. Reinach 1/6 and 4/13.

of meaning was inherent in the use of *mḥ* and *dḥ.t* in promises to make payment.

§ 42. The earliest occurrence of the formulae which specify the quality of grain to be repaid in the legal instruments is dem. P. Loeb 3, which dates to 306/5 B. C. L. Wenger, 1932, p. 344, noted the correspondence between these formulae and the Hellenistic Greek formulae *νέος, καθαρός, ἄδολος, ἄβωλος* and raised the question as to whether the Greek formulae could be traced back to the Egyptian.¹ The occurrence of the Egyptian formulae at such an early date strongly argues against their having been patterned on the Greek. As for the Greek formulae, little of substance can be said about them since the types of documents in which they could be expected to occur have not been preserved outside Egypt. It is not out of the question to postulate that the order in which the clauses occur in the Greek documents from Egypt may have been influenced by the order of the corresponding Egyptian formulae; but if so, it would not justify any conclusions as to the origins of the formulae.

§ 43. Since there were a great many measures (both dry and liquid) of varying capacities available in Ptolemaic Egypt, it was essential that the measure by which repayment was to be made be specified. Moreover, the government used both receiving and spending measures, the receiving measure being substantially larger; and no doubt this usage was imitated in other quarters.² The use of standard measures kept in the dromoi of Temples is attested in both the demotic and Greek papyri.³

The *oipe*-measure (Coptic *ⲟⲓⲡⲉ*) is common in the demotic papyri but, as far as I have been able to determine, only occurs in the Greek papyri (*ἰφι*) during the Byzantine period.⁴

¹ Wenger said that Sethe, 1920, p. 218 *sqq.*, broached the subject. This statement is somewhat misleading. Sethe did make an effort to determine the correspondences between the demotic and Greek formulae, but he did not raise the question of origins.

² V. Grenfell and Hunt, 1906, pp. 228–230. In dem. P. BM 10560/14 (unpubl.) the *ks (n) šp (n) Pr-ⲉ*}, "receiving measure of Pharaoh," is mentioned. V. Taubenschlag, 1955, p. 344.

³ Sethe, 1920, p. 227 § 27b. cites our text and dem. P. Cairo 30610/10; and Preisigke, 1931, col. 362. cites examples from the Greek papyri.

⁴ V. Erichsen, 1954, p. 29. Preisigke, 1931, p. 362 gives citations from the Greek papyri.

§ 44. The word *gst* is well attested in Egyptian with the meaning "scribe's palette".¹ There are also several demotic texts in which a *gst* is connected with grain measures:

a) dem. P. Brooklyn 37.1796E/16–18:

mtw=y mh=k (n) n3 pr. w nty hxy pr. w dr=w iw=w w^cb (n) iwty sn-uw (n) t3 i[yp].t (n) hft-h (n) Pr-hn-²Inp nty wd3 irm p3y=s gst nty wd3,
 "I shall repay you in full the grain which is (specified) above, all the grain being pure and unadulterated, (measured) by the *o[ip]*-measure of the dromos of Perhenanupis, which is sound, together with its *gst*, which is sound."

b) dem. P. Brooklyn 37.1802E/18–19:

(n) t3 iyp.t (n) hft-h (n) ²Inp nty wd3 irm p3y=s gst nty wd3,
 "by the *oipe*-measure of the dromos of Anubis, which is sound, together with its *gst*, which is sound."

c) dem. P. Brooklyn 37.1803E/14–15:

same as preceding example.

d) dem. P. Vat. 22/17–18:

same as the preceding example.

e) dem. P. BM 10560/15:

iw=w hy=w n p3 ks (n) sp Pr-^c3 irm p3y=f gst nty wd3,
 "they being measured by the receiving measure of the king together with its *gst*, which is sound."

f) dem. P. Loeb 60/10:

iw=w hy (n) t3 ip.t (n) sp (n) Pr-^c3 nty wd3 irm p3y=s gst,
 "they being measured by the receiving *oipe*-measure of the King, which is sound, together with its *gst*."

g) dem. P. Reinach 1/11–12:

mtw=y dy.t n=k rtb (n) sw 100 — — n p3y=w smw n gst (n) r^c-hy (n) h3.t-sp 8.t ibd 2 smw n t3y=k iyp.t.
 "I shall give to you 100 artabae of wheat — — as their rent Γ of Γ *gst* of measuring, in regnal-year 8 second month of summer, by your *oipe*-measure."

h) dem. P. Loeb 61/11:

The word *gst* is preceded by the word *ks*. "measure," but I am unable to read the rest of the passage.

¹ *V. Wb.*, 5.207.11–17 s.v. *gstj*, and I. Richsen, 1954, p. 593 s.v. *gst*.

The Greek papyri refer to the use of a “striker,” *σκυτάλη*, to level grain heaped up in measures.¹ In particular the *σκυτάλη* is mentioned in contexts comparable to those in which the demotic word *gst* appears²:

- 1) Gr. P. Tebt. 3.823/14-16 (185 B.C.):

μέτρῳ τῷ συνβεβλημένῳ πρὸς τὸ χαλκοῦ(ν) καὶ σκυτάλη δικαίᾳ ἀτόλῳ

“by a measure tested against the (standard) bronze (measure) and by a just and fair striker.”

- 2) Gr. P. Amherst 2.43/9-10 (173 B.C.):

μέτρῳ δικαίῳ τῷ πρὸς τὸ βασιλικὸν χαλκοῦν μετρήσει καὶ σκυτάλη [δ]ικαίῳ,

“by a just measure (tested) against the royal bronze (standard), by a just measurement and striker.”

- 3) Gr. P. BGU 4.1142/6-8 (25/24 B.C.):

μέτρῳ Ἑρμοῦς καὶ σκ[υ]τάλη [δ]ικαίῳ,

“by the measure of Hermes and by just striker.”

Was the *gst* the Egyptian equivalent of the Greek *σκυτάλη*? The tomb paintings³ portray scribes with their palettes in hand as they reckon the harvest; and perhaps they were in the habit of using the palettes to strike the measures.⁴

§ 45. Sethe. 1920, p. 227 § 31, gives a number of examples including ours. of instruments which stipulate that delivery must be made to the creditor's house. V. Weber, 1932, p. 102 n. 1. for Greek instruments which contain the same stipulation.

In his discussion of the clauses which specify the place of delivery Weber, *op. cit.* pp. 102-104, declared it probable that the formulaic expression of the obligation to deliver to a specific place in the Egyptian documents may have penetrated into the Greek documents; but he

¹ For accounts of the *σκυτάλη* as a striker in the lexicographers consult Iulius Pollux, *Onomastikon* 4.170 *s.v.* *μέτρων ὀνόματα*, and Suda 719, *s.v.* *σκυταλίδες*.

² Numerous examples are cited in Preisigke, 1927, 471-472. V. LSJ⁹ p. 1617b *s.v.* *σκυτάλη*.

³ V. Klebs, 1934, pp. 16-18. and the references cited there.

⁴ For possible pictures of strikers in an Old Kingdom tomb consult Quibell, 1913, p. 26 and plate 17. V. Aldred, 1961, pp. 80-81 and Gardiner, 1957. sign list aa 29. I owe these references to Prof. R. A. Parker.

took care to note the existence of the conception of an obligation to deliver in Attic law.

For clauses governing the discharge of obligations in the Greek papyri see J. Modrzejewski, 1953–1954, pp. 211–229.

§ 46. The designation of a term for delivery which consists of two months is unusual.¹ I know of no parallels in the Greek papyri. In dem. P. BM 10560/14–15 (unpubl., 190 B.C.) a lessee is required to pay his rent in wheat which was to be delivered to the lessor's house (n) ἡ².t-sp 16 tpy šmw ibd 2 smw, "in regnal-year 16 in the first or second month of summer".

The implications of this arrangement are somewhat obscure. If it was just intended to grant the debtor more time to make payment, why was the term not expressed by s³ ibd 2 šmw, "by the second month of summer"? The use of ἕως, "up to," "until," would indicate that the debtor was technically permitted to make delivery at any time before the term.

If it be assumed that a debtor promised to pay his creditor by (s³ or r hn r) a certain term, did this mean that he was entitled to repay whenever he chose until the term was reached? It is not difficult to envision situations in which this would be to a creditor's disadvantage. For instance, the unexpected delivery of a large debt of perishable goods might find the creditor without storage facilities and might result in considerable expense for him.

In the Greek papyri the terms were indicated by the prepositions ἐν, "in," and ἕως, "up to." It seems that ἐν (e.g. ἐν μηνὶ δεῖνα) defined both the *terminus a quo* and the *terminus ante quem*, while ἕως only defined the *terminus ante quem*.

In the demotic papyri r hn r and s³ correspond to ἕως; and n corresponds to ἐν.³

§ 47. a) The use of paragraphs of penalty, which provide for an additional term (*Nachfrist*) within which a debt plus a stipulated penalty had to be paid, was a common means in both the Greek and

¹ For a general discussion of terms in the papyri see R. Tauben-schlag, 1948, pp. 353–356.

² Apparently these expressions mean the same thing. V. Glanville, 1939, p. 13 (f). In dem. P. Adler 3/8 and 6/8 the preposition r is used to indicate the *terminus ante quem*.

³ In dem. P. Reinach 3/9: (n) ἡ².t-sp 10.t ibd ὡ šmw.

demotic papyri for stimulating the prompt discharge of obligations.¹ These paragraphs of penalty are found in demotic loans (*e.g.* dem. P. BM 10425/8), sales with deferred delivery (*e.g.* dem. P. Vat. 22/22–24), acknowledgements of indebtedness (*e.g.* dem. P. Zenon 1/11), and leases (*e.g.* dem. P. Berlin 3102/10). The penalty clauses, which involve an agreement to pay a greater sum to secure a less sum, are to be distinguished from the paragraphs which cover non-aggression and non-performance and which commonly include the promise of payment of money to creditors; for these frequently stipulate the payment of a mulct to the state.²

Primarily the penalty was designed to secure the obligations to pay (*dy.t*); and this obligation was always mentioned. Some instruments (*e.g.* dem. P. Brooklyn 37.1802E/21 and dem. P. Vat. 22 13) also covered the obligation to meet all the conditions of payment (*ir*) by the inclusion of the clause *r h p3 nty sh hry*, “in accordance with what is written above”. It is quite possible that it went without saying that the penalty went into effect if payment were not made under the conditions specified; but as we shall see below (Chapter VII) there was a tendency to treat an obligation to pay and an obligation to perform separately. Dem. P. Brooklyn 37.1803E includes both a paragraph of penalty and a paragraph covering non-performance; while dem. P. Brooklyn 37. 1796E has neither the phrase *r h p3 nty sh hry* in the paragraph of penalty nor a separate paragraph covering non-performance.

If the original obligation were to pay grain or the like, it was not uncommon for the penalty to convert the debt into a debt for money.³ Otherwise, the original debt was increased by one half (the *ἡμισυλία* of

¹ For penalties in the Greek papyri consult A. Berger, 1911, *passim*; Weber, 1932, p. 140 *sqq.*; and Seidl, 1962, p. 163.

² I prefer the term *mulct* to *fine*. A fine is paid at the end (*finis*) of a transaction, suit, or prosecution. The demotic texts which provide for a payment to the state also included the so-called *clausula salvatoria*, which stated that the original debt remained in force even after the payment to the state was made. *V. Black*, 1951, p. 7–9, and Taubenschlag, 1955, p. 300.

³ This practice is attested in both loans (*e.g.* dem. P. Leyden 376/22) and leases (*e.g.* dem. P. Reinach 4/18). The Greek papyri also employ this expedient; *cf.* Gr. P. Amherst 43 11–12 (a grain loan) and Gr. P. Cornell 2/12–14 Gr. P. Hibeh 1.84a/7–9 (both sales with deferred delivery).

the Greek papyri) or began to accumulate interest at a stipulated rate.¹

b) Other texts which record penalties for failure to repay grain on time introduce the paragraph by *iw=y tm dy.t st n=k, etc.*, “if I do not give it to you, etc.” (e.g. dem. P. Louvre E9293 [499 B.C.], dem. P. Loeb 3 [306/5 B.C.], and dem. P. Cairo 30610 [66/5 B.C.]), or by *iw=f hpr r bn-pw[=y dy.t] n=k, etc.*, “if it happens that I have not given to you, etc.” (e.g. dem. P. Cairo 50122 [la. Ptol.]).

Compare the beginning of the penalty in the Brooklyn papyri with that in Gr. P. Merton 6 (77 B.C.) and Gr. P. Amherst 43 (173 B.C.):

ἦς δ' ἂν ἀρτάβης μὴ ἀποδώσι καθὰ γέγραπται ἀποτεισάτωσαν κτλ.

“(the price) of every artaba which they do not repay in accordance with what has been written let them pay, etc.”

§ 48. V. Sethe, 1920, index p. 802 *s.v.* *ssw n dj.t*, and p. 30 where he cites our passage.

§ 49. The expression *l r l 1/2* is found in demotic as early as the reign of Darius I in dem. P. Ryl. 9, col. 6/2: *l-lr-s hpr iw nfr P3-t3-rsy m-šs lr p3y-f hḏ p3y=f bd.t l r l 1/2*, “It so happens that Ptores has been in excellent condition; its silver and its spelt have increased by one half (*lit.* made 1 and 1/2)”. I have found no examples of the use of this expression in the legal instruments before the Ptolemaic period. The demotic phrase *lrm p3y=f l r l 1/2* corresponds to the ubiquitous Greek expression *σὺν τῆι ἡμιολίαι*, “with the additional one half”.² The employment of both the Greek and demotic expressions was discussed at length by Berger, 1911, pp. 14–26, who concluded that the use of the demotic expression in the legal instruments was modeled on the Greek.

§ 50. The time allotted for the repayment of the debt plus penalty varies from instrument to instrument. The following is a list of the terms which I have found set in paragraphs of penalty in demotic texts:³

¹ Dem. P. Brooklyn 37.1803 E/22, 37.1802 E/17, and 37.1796 E/21 increase the debt by one half; and dem. P. Louvre E9293/5 provides for the accumulation of interest.

² For a discussion of the *ἡμιολία* in the Greek papyri consult Lewis, 1945, pp. 126–127, and Schulthess, 1918, cols. 905–906.

³ Sethe, 1920, pp. 30–32, discussed a number of terms set in demotic instruments but did not restrict himself to penalty clauses; and his list does not include all the examples listed here.

- a) a debt for grain is converted into a debt for money but no additional term for payment is set (e.g. dem. P. Cairo 30610/12),
- b) the debt accumulates interest from the date due but no term for repayment is set (e.g. dem. P. Louvre E9293/5),
- c) the penalty must be paid on the day the debt falls due (e.g. dem. P. Loeb 55/x+4: p_3^2 hrw (n) rn=f),
- d) the penalty must be paid on the day after the debt falls due (e.g. dem. P. BM 10523/2: p_3^2 hrw nty m-s $_3^2$ hrw (n) rn=f),
- e) the penalty must be paid within five days after the debt falls due (e.g. dem. P. Cairo 50123/7: hn hrw 5),
- f) the penalty must be paid within ten days after the debt falls due (e.g. dem. P. Berlin 3110/5),
- g) the penalty must be paid in the same month as the debt falls due (e.g. dem. P. Zenon 1/11: p_3^2 ibd n rn=f),
- h) the penalty must be paid in the month following the month in which the debt falls due (e.g. dem. P. BM 10425 8),¹
- i) the penalty must be paid within two days of demand by the creditor once the term for the repayment of the original debt has passed (e.g. dem. P. Brooklyn 37.1803E 22), and
- j) the penalty must be paid in the month following that in which the debt falls due or within two days of demand by the creditor once the term for repayment of the original debt has passed (e.g. dem. P. Vat. 22/23–24).

A similar variety of terms is to be found in the Greek penalties, but I am not able to cite exact parallels for each demotic example given above.

§ 51. For a discussion of the clause n htr (n) twty mn consult Chapter VI.

§ 52. The idiom mdw irm ΔN r-d b_3^2 mn, “to speak with someone about something,” is a technical expression for discussion in a legal context; and the force of the mdw is stronger than that of simply “speaking”.² On the other hand, to translate mdw by “to dispute,” or the like seems too forceful for the present context; and for want of a better translation I have chosen the translation “to discuss”.

¹ This is by far the most common arrangement.

² V. Sethe, 1920, pp. 391–392.

§ 53. a) I term this paragraph “the paragraph of non-postponement of performance”. The sense is clear. The debtor is not to be able to gain further postponement beyond that already granted in the paragraph of penalty.¹

Sottas, 1921, p. 34 (18), has pointed out *μη ἔχοντός μου ἐ[κ]ξουσίαν χρόνον ἔτερον [κ]τη[σ]εσθαι*. “I not having the power to acquire a further period” (Gr. P. Oxy. 2.259/17–19, A. D. 23). and *ἄνευ πάσης ὑπερθέσεως*. “without any postponement” (cf. Preisigke, 1927. II. 3, 647–648), as parallel clauses in the Greek papyri. It is interesting that (*n*) *ἰwtj mn*. “without delay,” was occasionally translated into Greek as *ἄνευ ὑπερθέσεως*; and, indeed, there seems to be little difference between (*n*) *ἰwtj mn* and the paragraph of non-postponement of performance.

The earliest example of this paragraph is dated 337 B. C. (dem. P. Libbey). The paragraph occurs in marriage documents, acknowledgements of indebtedness, sales with deferred delivery, leases, and instruments of surety.

b) For a grammatical analysis of this paragraph consult Sethe, 1920 pp. 76–78.

§ 54. There is some question as to how the suffix =w of *r-r=w* (εΡΡΩΥ should be understood. Sethe, 1920, pp. 77–78, considered it the simplest and most likely solution to make it refer back to what was owed and to translate the phrase as “with respect to them” or “for them”.

Sethe also considered it possible that the construction was impersonal and that one should translate *r-r=w* by “thereto”. In dem. P. Libbey, line 3, however =w is replaced by =f and this indicates that the pronoun was not used impersonally. The passage in question reads:

*p3v=k sw (n) dd n=y nty i(w)=k (r) ir=f my šp h (n) p3 sh nty hrj r
k y dm^c iw=y dy. t šp n=f iw=y lr mdt nb nty hrj hr p3 sh n rn=f iw=y
dy. t mh=f n mtr s 16 iw=y dy. t s n=k iw bn iw=y rh dy. t n=k k y sw
hrw r-r=f (n) iwtj dd knb. t nb mdt nb (n) [p3] t3,*

¹ In dem. P. Cairo 30701/x+1-3 (Fayûm, 203 B. C.) this paragraph also contains the clause *mtw=y dy. t st n=k n-īm=f (n) htr (n) iwtj mn*, “and I shall give it to you within it (*i. e.* the term), necessarily and without delay”. The presence of the executive clause (*n*) *htr (n) iwtj mn* shows that the paragraph applies to the period after the expiration of the initial term set for performance.

"On the day on which you shall say to me, 'Let a copy of the above instrument be made on another papyrus,' I shall cause it to be made; I shall record everything above in the instrument in question; and I shall cause it to be witnessed by 16 persons, I not being able to appoint for you another term with respect to it, without disputing any title or anything in the world."

The antecedent of $\neq f$ is evidently the copy which was to be made.

In the Brooklyn papyri $\neq w$ should refer back to the $n_3 pr. w$ which begins the paragraph of penalty.

§ 55. The writing is clear on the photographs. Sethe, 1920, p. 194, relying on Revillout's hand copies, read sh , "writing," instead of $\dot{i}w$ in dem. P. Vat. 22/25 and in dem. P. Brooklyn 37.1802E/24. The writing is, in fact, the same as that in dem. P. Cairo 30625/12 where on the photograph Sethe read $\dot{i}w$ without hesitation.

This word has previously been read $\dot{i}sw$. This reading was first proposed by Spiegelberg, 1905, pp. 186-187 (= pp. 16-17 of the separate printing of the demotic texts), who connected it with the Coptic feminine substantive $\alpha\text{COY}^{\text{S}}:\epsilon\text{COY}^{\text{A}}$, "price," "value" (Crum, 1939, p. 18). Griffith, 1909, III p. 279 n. 2, regarded this reading as "probably correct" but was not entirely convinced: while Sethe, 1920, p. 194, adopted the reading and etymology without reservation. It should be noted, however, that the demotic word is masculine (*cf.* (n) $\dot{i}wty \dot{i}w \dot{i}w\neq f \text{ }^c h^c r f$); whereas the Coptic word is feminine. For this reason Erichsen, 1954, p. 44, made two separate entries, one for $\dot{i}sw$, masc. "receipt, quittance (payment)," and another for $\dot{i}swy.(t)$, fem. "compensation," "reward," "price". For $\dot{i}swy.(t)$ he proposed the etymology αCOY . Malinine, 1955, pp. 498-499, proposed the reading $\dot{i}w$ (ⲓ) for Erichsen's $\dot{i}sw$ and suggested that the word was a form of the verb $\dot{i}w$, "to come (for the purpose of making a payment)". The similarity between the writing of the verb $\dot{i}w$ and the word formerly read $\dot{i}sw$ is, to my mind, such as to render Malinine's reading entirely convincing: and I adopt it here without reservation. Malinine's reading disposes of the problem of the masculine $\dot{i}sw$ and the feminine αCOY . We have in demotic two distinct words. $\dot{i}w$, "payment," "receipt," and $\dot{i}swy.(t)$ (*cf.* *Wb.* 1.131), "compensation," "reward," "price"; and it was the latter which was the ancestor of the Coptic αCOY .

Two years after Malinine's proposals were published there appeared a review of Erichsen's *Glossar* by Prof. G. R. Hughes, 1957, p. 58, in which the word *isw* was discussed. The reading *isw* was retained; but as no mention was made of Malinine's reading, it is possible that the review had been completed before Prof. Hughes had access to it. Prof. Hughes argued that "payment" was the primary meaning of *iw* and that "receipt" or "quittance" was a secondary meaning.¹ His evidence is convincing and gains added plausibility in the light of Malinine's discovery. That a "coming (to make payment)" should have been extended in meaning to denote the document which attested to the "coming" would be a natural development.²

Prof. Hughes made specific mention of the use of *iw* in the paragraph governing evidence of payment. He translated (*n*) *iwtj iw iw=f^ch^c rj* as "without payment which is provable"; but he cited with apparent approval Sethe's, 1920, p. 194, assertion that in those instances where *iw=f^ch^c rj* is omitted *iw* must mean "receipt". That a debtor should not assert that he had made payment without actually having done so would have been, Sethe argued, self-evident. Perhaps this is true; but one should be wary, when handling legal texts, of arguing from the "self-evident". More convincing to me is the fact, observed by Sethe, that *iw* in the paragraphs of this type is sometimes followed by the plant determinative which was regularly used with words denoting documents. Noteworthy too is the fact that all the occurrences of the plant determinative with *iw* which I have found in this formula³ occur when *iw=f^ch^c rj* is omitted. I do not think it wise, however, to postulate two distinct clauses, one stipulating provable payment, and the other requiring a written receipt. I regard the clause without *iw=f^ch^c rj* as an abbreviated form of the longer clause.

¹ Sethe, 1920, p. 194, had suggested that "receipt" *may have been* the older meaning; and Malinine, *op. cit.* p. 498, seems to have thought this more likely than not.

² Cf. *shn*, "to entrust" (*Wb.* 4.216), "to lease" (Erichsen, 1954, p. 448), and *shn*, "instrument of lease" (Erichsen, 1954, p. 448).

³ I have 15 texts in which the writing of *iw* is well enough preserved to permit a judgement. Of these 7 omitted *iw=f^ch^c rj*; and of these 7 five used the plant determinative after *iw*. The five texts are dem. P. Brooklyn 37.1796E/24, 37.1802E/24, 37.1803E/18, dem. P. Vat. 22/25, and dem. P. Cairo 30625/10.

For a discussion of the legal significance of these provisions consult Chapter VII below.

§ 56. For a discussion of this paragraph and other provisions for securities in the demotic instruments consult Chapter VI.

§ 57. For a discussion of this paragraph consult Chapter VIII.

§ 58. The substantive *rd* (< *rwḏw*), “representative,” is attested since the Middle Kingdom.¹ Persons so designated are found throughout the entire period during which the word is attested representing the king², temples³, and private persons.⁴

Of particular interest are the examples where a *rwḏw* functioned as a representative in a lawsuit. In the Karnak Juridical Stele (Dynasty 17)⁵ a petitioner declared *īy· n=ī m rwḏw n sꜣ-ny-sw. t imy-r gs-pr Sbk-nht*, “I have come as the representative of the prince and overseer of the temple Sobknakht”. The representative then made Sobknakht’s petition and acted on his behalf throughout the entire proceedings. In two records of disputes about shares of inheritances (*pzš. t*) from the Rameside period persons appear in court as the representatives of their brothers and sisters (*m rwḏw n šn. w=f*).⁶

I have been unable to discover any later examples of a *rwḏw* functioning as a representative in a lawsuit. It is possible, however, that *rd* in the paragraph of credibility was used with the same technical sense of “representative (in a lawsuit)”. There is no indication, however, that the persons who functioned as legal representatives were professional lawyers.⁷

There is no evidence known to me which indicates how the *rd* of

¹ *V. Wb.* 2.413.12-26; Sethe, 1920, pp. 56–57; and Erichsen, 1954, pp. 256–257. The earliest examples cited by the *Wb.* are 18th Dynasty; but Middle Kingdom examples are given by Griffith, 1896, pp. 195–204, line 13 of plate, and by Anthes, 1930, p. 110.

² *V. Wb.* 2.413.14 and Sethe, 1920, p. 57.

³ *V. Helck*, 1958, p. 116 n. 3; Caminos, 1954, p. 159; and Thompson, 1913, p. 58, No. 32/7; and Mattha, 1945, No. 187, note to lines 1 and 2.

⁴ *V. Helck, l.c.*, and Gardiner, 1905, p. 13 (10).

⁵ *V. Lacau*, 1949.

⁶ *V. Mes*, N. 3 and N.8, and hier. P. Berlin 3047/8.

⁷ On professional lawyers in the Graeco-Roman period consult Taubenschlag, 1951, pp. 188–192.

a private person was appointed at this period or whether there were documents of a special form drawn up to evidence the appointment.¹

The reading of the verb *nht* (> $\text{N}\Delta\text{Z}\text{T}\text{E}$, Crum, 1939 p. 246). "to trust," "to rely upon," "to believe," was established by Spiegelberg, 1924. pp. 24–30.

§ 59. For *qd irm* with the technical sense of "to assert a claim against consult Sethe. 1920. pp. 59 and 171. and Gardiner. 1962. p. 60 n. 10.

§ 60. For *r hrw*, "at the bidding of," (*lit.* "at the voice of"), consult Sethe. 1920, pp. 59–60; Erichsen, 1954, p. 366; and Sottas, 1921. p. 21 (15). Rabbinowitz, 1956, pp. 296–370. according to his wont, saw the demotic idiom as an example of Hebrew influence in Egyptian law.

§ 61. In dem. P. Brooklyn 37.1803E/9–10 the same man is described as a *sdm*- cz *n p3 bik rmt (n) Pr*- r _____ r (*n*) *p3 ts (n) Wn*- r _____ r , "servant of the falcon (and) resident of Per- r _____ r in the district of Wen- r _____ r ". In the present passage I construe *p3 dmy (n) p3 ts nty hry*, "the town of the district which is (specified) above," as being in apposition with the preceding place-name.²

The place-name ought to be the *Pr*- r _____ r in line 12, but there is no room between *bik* and the following signs for *Pr*-. Moreover, the signs of the name that are preserved do not correspond with the writing in line 12.

One also expects to find *rmt* preceding the place name, and perhaps it should be restored after *bik*. Cf. dem. P. BM 10075/6: *lw swt rmt (n) p3 dmy nty hry* — — — *qd*, "the merchant and resident of the town which is (specified) above — — — having said".

§ 62. This same Harmakhis was the vendor in dem. P. Brooklyn 37.1803E/9–10.

§ 63. For clarity I have translated this paragraph and the one following as sentences. They are, in fact, circumstantial clauses

¹ Taubenschlag, 1955, pp. 307–312, collected the evidence for representation in the legal practice of Graeco-Roman Egypt; and on p. 307 he provided a bibliography. Gr. P. Berol. inv. nr. 13410 (A.D. 116) is a bilingual text in Greek and demotic which documents the appointment of a representative ($\epsilon\pi\iota\tau\rho\pi\omicron\varsigma$) to negotiate a sale. Both parties are Egyptians. See Rabel, 1933, pp. 374–380.

² There can be no doubt that the word is a place-name since it ends with the determinative of place-names.

which are subordinate to the opening sentence of the body of the instrument from which they derive their past tense. The construction is as follows: "A has said to B ---, C saying ---, (and) they both saying ---."

§ 64. For the imperative *i-iry* consult Sethe, 1920, p. 718 n. 2.

§ 65. *Lit.* "you are after me for doing, etc." For the idiomatic meaning "to have a claim against" for *m-s* consult, Spiegelberg, 1899, pp. 43-46; Erichsen, 1954, pp. 404-405; and Malinine, 1947, pp. 116-117.

§ 66. I take it that the persons who made a declaration of this form were sureties rather than guarantors. *V.* Partsch, 1920, p. 712 and 748-763. The evidence for sureties and guarantors requires a reexamination. There is a distinct possibility that this form of suretyship and the paragraph which established the primary debtor and his surety as individually and jointly liable were introduced during the Ptolemaic period.

§ 67. For a philological commentary on this paragraph consult Sethe, 1920, p. 87 § 43 and p. 243 § 63. A juristic analysis was furnished by Partsch, 1920, p. 540 *sqq.*

§ 68. I follow Lexa, 1947-51, 517 § 586, in seeing no justification for transliterating the group 𐤀𐤓𐤕 as *ir-k*.¹ In the tables of writings furnished by R. J. Williams² there is a clear difference between the sign which appears in the writing of the second person singular masculine of the Present II and which on historical and palaeographical grounds must be read as *ir* and the sign which appears in the writings of the second person singular masculine in the Circumstantial, Present I, and Future III. In dem. P Ryl. IX Williams transliterated 𐤀𐤓𐤕 in the Circumstantial, Present I, and Future III as *i(w)=k*; but in the other texts used for his tables he transliterated what is plainly the same group as *ir=k*. Historically this is not justifiable since the verb *ir* was not used as an auxiliary to form the second person singular masculine of these tenses; and the palaeographical difference between the sign which represents *ir* in the Present II and the sign read *ir* in the Circum-

¹ Sethe had already raised objections to this transliteration. *V.* Sethe, 1920, p. 87 § 43 a.

² *V.* Williams, 1948, pp. 223-235.

stantial, Present I, and Future III argues against adopting the same literation for both signs.¹

Already in Ramesside and abnormal hieratic texts the writing of the second person singular masculine, *i(w)=k*, shows peculiar ligatures²; and it is likely that the demotic sign *i(w)*, 𐤛 , is to be explained on the basis of these or similar ligatures. It is clear, moreover, that the hieratic and abnormal hieratic ligatures do not involve a writing of the verb *ir*.

The usual ligature in hieratic 𐤛 (𐤛) suggests two possible transcriptions for the demotic 𐤛 . The initial 𐤛 of the hieratic could easily give rise to the demotic 𐤛 , which is commonly made up of two strokes as is the hieratic. In this case the 𐤛 would have been lost; and one should transcribe the group as 𐤛 . Alternatively the 𐤛 may have been lost leaving the ligature 𐤛 , the upper portion of which, 𐤛 , could easily have given rise to the 𐤛 or 𐤛 which appear as variants of 𐤛 in the writings of the Circumstantial, Present I, and Future III. I prefer to transcribe the group as 𐤛 and to transliterate it as *i(w)=k*.³

§ 69. The Egyptian notaries were called *μονογράφοι* by the Greeks (*v. Preisigke, 1929, III, 2 p. 134.*)⁴ According to Gr. P. Ryl. 4.572 (ii B.C.) the notaries in the Arsinoite nome were selected by a committee composed of the strategos of the nome, the epistates, the epistates of the watch, the oikonomos, and the royal scribe from a list of candidates submitted by the epistatai of the priests, chief-priests, and laokritai. The successful candidates were required to take an oath in the name of the king not to charge fees in excess of those fixed by the government. According to Gr. P. BGU 6.1214 (ii B.C.) the fees were set at 20 drachmae (of copper) for an instrument of sale and instru-

¹ Williams' tables for the Present II and for the Circumstantial indicate that the same writing was used for the 2nd pers. sg. m. of both these tenses in the *Family Archive*. In fact, the writing he cited for the Present II is a circumstantial: (dem. P. BM 10591 rt. 9/3) *i-ir=y ir n=k p₃ sh pš r t₃y=k dny.t nty hry r-i(w)=k wy r-hr=y etc.* "It is with respect to your portion which is (specified) above that I have made the instrument of partition, you being far, etc."

² *V. Parker, 1962, p. 54.*

³ The writing of demotic *i(w)=s* as 𐤛 , in which the initial 𐤛 is composed of the same two strokes as 𐤛 favors this transcription.

⁴ I have not been able to see Schubart's article, 1914/1915, pp. 94-98.

ment of withdrawal and 10 drachmae (of copper) for any other kind of instrument. It was required that these fees be posted in full view before the temples and in other conspicuous places.¹

§ 70. I know of this notary only from dem. P. Brooklyn 37.1796E. He is not listed in Peremans and van't Dack, 1956, pp. 273–293.

§ 71. The docket is virtually illegible, and I place little confidence in my reading of the traces at the end. For the significance of the dockets consult Chapter XI below.

¹ Guéraud, 1931, p. 134. maintains that *μονογράφος* was not restricted to those who wrote contracts in Egyptian.

Chapter II

DEMOTIC PAPYRUS BROOKLYN 37. 1802E

Description:

Dem. P. Brooklyn 37.1802E is a sale with deferred delivery, dated February 14, 108 B.C., and comes from Saqqara (r. Introduction). The main text is written on the *recto*, parallel with the fibers. The signatures of the witnesses on the *verso* are written across the fibers. The papyrus, as preserved, has a maximum height of 34 cm. and a maximum breadth of 16,9 cm.

Transcription:

1. $\text{h}\bar{3}.t\text{-}sp [9.t^1 tpy p]r.t sw^2 29 (n)^3 n\bar{3} Pr\text{-}\bar{c}\bar{3}.w \bar{K}lwptr\bar{3} \bar{i}rm Ptwlmys$
2. $n\bar{3} ntr.w [mr\text{-}mw.t^4 nty] lk hb w\bar{3}b^5 \bar{3}lgsntrs n\bar{3} ntr.w nty lk hb \bar{i}rm$
3. $n\bar{3} ntr.w [sn.w \bar{i}rm] n\bar{3} ntr.w mn\bar{h}.w \bar{i}rm n\bar{3} ntr.w mr\text{-}\bar{i}t=w \{ \bar{i}rm n\bar{3} ntr.w mr\text{-}\bar{i}t=w \}$
4. $\bar{i}rm n\bar{3} ntr.w [nty pr.(w)] \bar{i}rm p\bar{3} ntr tny \bar{i}t=f \bar{i}rm p\bar{3} ntr mr\text{-}mw.t \bar{i}rm p\bar{3} ntr mn\bar{h} mr\text{-}\bar{i}t=f^6$
5. $\bar{i}rm p\bar{3} ntr [mn\bar{h}] \bar{i}rm t\bar{3} ntr.t mr\text{-}mw.t \bar{i}rm n\bar{3} ntr.w mr\text{-}mw.t nty lk hb \bar{i}rm t\bar{3} w^c b.(t)$
6. $(n) t\bar{3} Pr\text{-}\bar{c}\bar{3}.t [\bar{K}l]wptr\bar{3} t\bar{3} ntr.t mn\bar{h}.t nty mr\text{-}mw.t nty lk hb t\bar{3} mr\text{-}hp$
7. $t\bar{3} nb.t k\bar{n}y [i]rm \bar{3}yrw p\bar{3}lw n \bar{3}Is.t \bar{c}\bar{3}.t \bar{r} \text{-----} \bar{r}^7 mw.t ntr \bar{i}rm t\bar{3} w^c b.(t)$
8. $(n) \bar{3}rsyn\bar{3} t\bar{3} mr\text{-}\bar{i}t=s \bar{i}rm t\bar{3} f\bar{3}y klm (n) t\bar{3} Pr\text{-}\bar{c}\bar{3}.t \bar{K}lwptr\bar{3} t\bar{3}$
9. $ntr.t mn\bar{h}.t nty mr\text{-}mw.t nty lk hb t\bar{3} mr\text{-}hp t\bar{3} nb.t k\bar{n}y \bar{i}rm t\bar{3} f\bar{3}y$
10. $mnw (n) t\bar{3} Pr\text{-}\bar{c}\bar{3}.t \bar{K}lwpr\bar{3} t\bar{3} ntr.t mn\bar{h}.t nty mr\text{-}mw.t nty lk hb$
11. $t\bar{3} mr\text{-}hp t\bar{3} nb.t k\bar{n}y \bar{i}rm t\bar{3} f\bar{3}y tn (n) nb m\text{-}b\bar{3}h \bar{3}rsny t\bar{3} mr\text{-}sn$

12. *irm t3 f3y sp kny m-b3h B3rnyg3 t3 mnh.t nty hpr (n) RC-kd.t*
 13. *dd s-hm.t T3-Tfny.t s3.t P3-(n)-Sy mw.t=s Hr=w8-15*
 14. *n swty rmt (n) Pr-hn-2Inp nty hr n3 shn.w n Mn-nfr9 Hr-m-hy10*
<s3> Hr-2Inp. mw.t=f
 15. *T3-(nt)-wn-bs dy=k11 n=y sw n rtb (n) sw w3d12 3 1/2 t3y=w psy rtb*
(n) sw 1 hnC 1/2 1/4
 16. *dmd rtb (n) sw w3d 3 1/2 Cn (n) rC-wl313 sp=y st (n) dr.t=k14 h3.t=y*
mtv.w n-im=w
 17. *(n) iwty sp nb mtw=y mh=k (n) n3 pr.w nty hry pr dr=w iw=w wCb (n)*
iwty sn-nw iw=w hy=w -15
 18. *iw=w f3y=w iw=w swty r dr.t=k r p3y=k C.wy nty (n) Pr-hn-2Inp (n)*
t3 iypy.t
 19. *(n) hft-h (n) 2Inp nty wd3 irm p3y=s gst16 nty wd3 (n) iwty hy hmy*
(n)17 w8 n
 20. *sp ip nb mdt nb (n) p3 t3 s3C18 h3.t-sp 9.t tpy smw ibd 2 smw r ibd 2*
(n) t3 rnp.t nty hry
 21. *n3 pr.w n-im=w nty iw bn iw=y dy.t st n=k (n) p3y=w sw (n) dy.t nty*
hry r h p3 nty sh hry iw=y dy.t st n=k
 22. *irm p3y=w 1 r 1 1/2 hn19 p3 hrw 2 n sw nb n mdw irm=y (r)-db3.t=w*
nty i(w)=k (r) ir=f m-s3
 23. *p3y=w sw (n) dy.t nty hry r h p3 nty sh hry n htr (n) iwty mn bn*
iw=y rh dd dy=y n=k pr
 24. *n-im=w (n) iwty iw20 bn iw-y rh dy.t n=k ky sw hrw r-r=w nty nb*
nty mtw=y hnC n3 nty iw=y
 25. *dy.t hpr=w t3 iwty.t (n) p3 hp n t3 sC.t nty hry p3y=k rd p3 nty nhf21*
(r) mdt nb
 26. *nty iw=f (r) dd.f[=w i]rm=y (n) rn (n) mdt nb nty hry mtw=y ir=w r*
hrw=f n htr (n) iwty mn sh P3-iry22
 27. *s3 Hm-sw*

*The Greek Docket:*²³

Ἔτους θ' Τιβη κθ' ἀναγέ:ρ(απται) ἐν τῶι [A]ν(ουβελῶι) δι' Ἡρακλειδου

The Witnesses (on the verso):

1. Hr-Γ _____^Γ (s3) Γ _____^Γ
2. Hr-Γ s3-2Is.t^Γ (s3) Γ Hr-_____^Γ
3. Hr-Γ _____^Γ (s3) P3-dy-Wsir
4. Nhf=Γ w^Γ (s3) Nht-Γ Hp^Γ

5. *Hr-m-ḥy* (s3) *Iy-m-ḥtp*
6. *P3-dy-Is.t* (s3) *P3-dy*
7. *N3-nfr-Pth* (s3) *Hr*
8. *Iy* (s3)
9. *P3-dy* (s3)
10. *P3-dy-Hr* (s3) *P3-šry(-n)-Hp*
11. *Hr* (s3)
12. *Iy-m-ḥtp* (s3)

Translation:

1. Regnal-year [nine¹, first month of win]ter², day 29 (of) the kings, Kleopatra and Ptolemaios,
2. the [mother-loving⁴] gods [who] cause sorrow to cease, (and of the) priest⁵ of Alexandros, the gods who cause sorrow to cease, and
3. the [brother and sister] gods, [and] the beneficent gods, and the father-loving gods {the father-loving gods}
4. and the gods [who are come forth], and the god who honored his father, and the mother-loving god, and the young father-loving god⁶,
5. and the [beneficent] god, and the mother-loving goddess, and the mother-loving gods who cause sorrow to cease, and (of) the priestess
6. (of) the Queen, [Kl]eopatra, the beneficent goddess who loves her mother (and) who causes sorrow to cease, the lover of justice,
7. the mistress of victory, [a]nd (of) the *hieros polos* of Isis, the great, _____, mother of god, and (of) the priestess
8. (of) Arsinoe, the lover of her father, and (of) the bearer of the crown (of) the Queen, Kleopatra, the
9. beneficent goddess who loves her mother (and) who causes sorrow to cease, the lover of justice, the mistress of victory, and (of) the bearer of
10. fire (of) the Queen, Kleopatra, the beneficent goddess who loves her mother (and) who causes sorrow to cease,
11. the lover of justice, the mistress of victory, and (of) the bearer of the golden basket before Arsinoe, the brother-loving,
12. and (of) the bearer of the prize of victory before Berenike, the beneficent, who are (in) Rakote.
13. The woman Tetfenis, daughter of Pasais, (and) whose mother is Herieus,⁸ has said -¹⁵

14. to the merchant and resident of Perhenanup, which is under (the supervision of) the oikonomoi of Memphis,⁹ Harmakhis, (son) of Herienupis, (and) whose mother is
15. Tagombēs, "You have given¹¹ to me the price of three and one half artabae of fresh wheat¹², their half being one and three quarters artabae of wheat,
16. (making) a total of three and one half artabae of fresh wheat again, subject to claim.¹³ I have received them from you.¹⁴ My heart is satisfied with them,
17. there being no remainder at all. I shall pay to you the seed grain which is (specified) above in full, all the seed being pure, unadulterated, measured, -¹⁵
18. transported, and delivered to you, to your house which is in Perhenanup, (measured) by the *oipe*-measure
19. of the dromos of Anubis which is sound together with its ⌈striker¹⁶ which is sound, without cost or transportation charge,¹⁷ and without
20. receiving any credit or anything in the world, by¹⁸ regnal-year nine, first month of summer (or) second month of summer, making two months in the year which is (specified) above.
21. (As for) the seed grain thereof which I shall not deliver to you by its term for delivery which is (specified) above in accordance with what is written above, I shall deliver it to you
22. increased by one half, within¹⁹ two days of any day of discussing with me about it which you will do after
23. its term for delivery which is (specified) above, in accordance with what is written above, necessarily (and) without delay. I shall not be able to say, 'I have given to you seed grain
24. thereof', without a receipt,²⁰ I shall not be able to set for you another term for (the delivery of) it. All that is mine together with all that I shall
25. acquire is the security of the right of the instrument which is above. Your representative is the one who is to be believed²¹ with regard to everything
26. which he will say [to] me in the name of everything which is (specified) above; and I shall perform it at his bidding, necessarily (and) without delay." Written be Paury,²²
27. son of Khemsu.

*The Greek Docket:*²³

In year nine, on the twenty-ninth of Tybi, (it was) registered in the An(ubieion) by Heraklides.

The Witnesses (on the verso):

1. Har-␣_____␣ (son of) ␣_____␣
2. Har␣siese␣ (son of) ␣Har-_____␣
3. ␣Haro␣ (son of) Petosiris
4. Nakht␣u␣ (son of) Nakhtap
5. Harmakhis (son of) Imhotep
6. Pete␣ese␣ (son of) ␣Pady␣
7. Nanoufrptah (son of) Har-␣_____␣
8. ␣I-_____␣ (son of) ␣_____␣
9. Pet-␣_____␣ (son of) ␣_____␣
10. Petchor (son of) Pshen␣hap␣
11. Hor ␣(son of)␣ ␣_____␣
12. Imhotep (son of) ␣_____␣

Commentary:

§ 1. The year number is secured by the Greek docket. *V.* p. 18

§ 2 *supra.*

§ 2. The month is secured by the Greek docket. *V.* p. 18 § 3 *supra.*

§ 3. *V.* p. 19 § 5 *supra.*

§ 4. *V.* p. 19 *sqq.* § 7 *supra.*

§ 5. *V.* p. 24 § 9. a *supra.*

§ 6. *V.* p. 30 § 12 *supra.*

§ 7. *V.* p. 32 § 19 *supra.*

§ 8. a) I know this woman only from the present document. *Tfn. t* was rendered in Greek as – τφηνις (*v. Lexa.* 1947–51, pp. 77 no. 20). On the formation of personal names by prefixing the definite article to a divine name consult Spiegelberg, 1901, p. 37, who cites our text.

b) The name *P3-(n)-Sy* apparently means “He of Sais” and may be the demotic form of the name *P3-n-␣s3w␣* cited by Ranke, 1935, 110.20.

c) For the reading *Hr=w* (= *␣Eφινς*) see Mattha, 1945, p. 84 (note to line 8) and 1957, p. 9 [*v. Janssen*, 1958, No. 57346]. *V.* Ranke, 1935, 230.5. and Preisigke. 1922, col. 103.

§ 9. *V.* pp. 40-41, §§ 30 and 31.

§ 10. *V.* p. 41 § 33 *supra.*

§ 11. *V.* p. 42 § 34 and chapter V *infra*.

§ 12. For $w\bar{z}d$, "fresh," "raw," "green," see Erichsen, 1954, pp. 104–105. The verb $\sigma\gamma\omega\tau$ survives in Coptic but is, according to Crum, 1939, p. 493, rare. In demotic $w\bar{z}d$ is used of plants in dem. P. Mag. 5/32, "green rushes," ($km\ w\bar{z}d$); and in dem. P. Berlin 8769 col. 3/12, a list of plants used in magical concoctions, $w\bar{z}d$ is applied to an unidentified plant. To the best of my knowledge, $w\bar{z}d$ is applied to naked wheat (*sw*) only in dem. P. Brooklyn 37.1802E, 37.1803E and dem. P. Vat. 22/14, 15. In other texts (*e.g.* dem. P. Loeb 3/9 [306/5 B.C.] and dem. P. Reinach 1/12 [110 B.C.]) *sw* is said to be *nfr*, "good," "young".

In some of the Greek papyri which record debts for wheat (*e.g.* Gr. P. Reinach 10/14 (111 B.C.) and Gr. P. Oxy. 1639/6 [i B.C.]) naked wheat ($\pi\nu\rho\acute{o}\varsigma$) is described as $\sigma\tau\epsilon\rho\epsilon\acute{o}\varsigma$, "hard-(kerneled)," which Grenfell and Hunt, 1920, p. 60, and Preisigke, 1927, col. 485, interpreted as meaning "ripe". More commonly naked wheat is described as "new" ($\nu\acute{\epsilon}\omicron\varsigma$).

Spiegelberg, 1905, p. 183 (=p. 13 of the separate printing of the demotic texts), equated *sw nfr* with $\pi\nu\rho\acute{o}\varsigma\ \nu\acute{\epsilon}\omicron\varsigma$. In 1899: 2, pp. 33–34, on the other hand, he had identified *sw* as the equivalent of $\pi\nu\rho\acute{o}\varsigma\ \nu\acute{\epsilon}\omicron\varsigma$. Sethe, 1920, p. 216, said that $\pi\nu\rho\acute{o}\varsigma\ \nu\acute{\epsilon}\omicron\varsigma$ corresponds to *pr*, "seed," and referred to Spiegelberg's discussion in 1899.

There can be no doubt that *sw* corresponds to $\pi\nu\rho\acute{o}\varsigma$; for in the bilingual receipt, dem. P. Zenon 24, *sw* translates $\pi\nu\rho\acute{o}\varsigma$. In Coptic Bible translations coyo (<*sw*) also translates $\pi\nu\rho\acute{o}\varsigma$; but it is just as frequently a translation of $\sigma\acute{\iota}\tau\omicron\varsigma$. $\Pi\nu\rho\acute{o}\varsigma$ was the standard term for naked wheat, whereas $\sigma\acute{\iota}\tau\omicron\varsigma$ was a broad term for food grain.¹

Spiegelberg based his equation of *sw* and $\pi\nu\rho\acute{o}\varsigma\ \nu\acute{\epsilon}\omicron\varsigma$ upon an analysis of dem. P. Berlin 3103, the crucial passage of which follows:

*wn-mtw=k rtb (n) it 3 — — i-ir-n=y (n) rn (n) n3 pr.w r-dy=k n=y
mtw=y dy.t n=k p3y=k rtb (n) it 3 — — — n sw iw=f w^cb (n) iwty
sn-nw — — —*

"You have 3 artabae of barley — — against me in the name of the seed which you gave me, and I shall give to you 3 artabae of barley — — as *sw* which is pure and unadulterated — —."

¹ *V.* Jasny, 1944, pp. 53–54, and Moritz, 1955, pp. 129–141.

He compared this text with some Greek grain loans in which naked wheat (*πυρόζ*) was loaned and new naked wheat (*πυρόζ νέος*) was to be repaid. Spiegelberg had been unable to read the name of the variety of grain loaned in the text under consideration: but the reading *it*, "barley," is quite certain.¹ Thus a comparison between dem. P. Berlin 3103 and the Greek loans of naked wheat is not feasible. We have barley loaned; and barley in the form of *sw* had to be returned.²

It was pointed out above that *σῖτος* was a general term for food grains. In Gr. P. Hibeh 84a/6 naked wheat (*πυρόζ*) is referred to as *σῖτος*. In Gr. P. Hibeh 2.210/9 spelt (*δλυρα*) is referred to as *σῖτος*. In Gr. P. Hibeh 1.87/12 naked wheat (*πυρόζ*) and barley (*κριθή*) are referred to collectively as *σῖτος*. Lastly, in Gr. P. Hibeh 1.85/16 barley (*κριθή*) and spelt (*δλυρα*) are collectively referred to as *σῖτος*. Thus we find *σῖτος* standing for naked wheat, spelt, naked wheat and barley, and barley and spelt. Since *σῖτος* was a general term for grain and since the different grains differed in their relative values, *σῖτος* never appears in the loan itself in instruments which document a loan of grain.³

In dem. P. Cairo 30610/9 and in dem. P. Loeb 3/9 a loan of naked wheat (*sw*) is referred to as *sw*. In dem. P. Berlin 3103/8 a loan of barley is referred to as *sw*. I know of no examples in which spelt is loaned, and hence I have no evidence as to whether it too was referred to as *sw*. In the first example it would be perfectly permissible to translate *sw* in both instances as "naked wheat"; but in the second example

¹ Cf. the writings of *it* in dem. P. Adler 20/6-7.

² The *n* before *sw* I take to be the demotic descendant of the *m* of predication. V. Sethe, 1920, p. 218.

³ During the Ptolemaic period the Greek papyri show that naked wheat, barley, and spelt stood in relative value to one another in the ratio of 5:3:2 respectively. Malinine has successfully demonstrated that the ratio of 3:2 (barley to spelt) is also attested in the demotic papyri as early as 486 B.C., 1950, pl. 2.; and Parker, 1962, p. 52, has discovered this ratio in the 22nd. Dynasty. Oertel, 1931, pp. 577-579, has shown that this ratio was used not only in direct conversions from one kind of grain to another, but also in the relative cash prices. Malinine's effort to establish the ratio of naked wheat to barley misses the mark, since dem. P. Adler 20 will not support the weight of this arguments. The naked wheat and barley are separate elements of a two-part loan. The penalty prices fixed for the same loan in Gr. P. Adler 15 cannot be relied on as expressions of the relative value of the two grains.

one cannot have barley referred to as naked wheat. It is, therefore, evident that *sw* can function in the demotic texts as *σῖτος* functions in the Greek texts, *i.e.* it may serve as a general term for grain. This conclusion is supported by the fact that *COYŌ* (<*sw*) in Coptic serves as a translation for *σῖτος* as well as for *πυρόζ*. We must, therefore, translate the passage in dem. P. Berlin 3103 discussed above as follows:

“You have three artabae of barley — — — against me in the name of the seed which you gave me, and I shall give to you your three artabae of barley — — — as grain which is pure and unadulterated — — —”.

We are now in a position to reject the equation of *sw* and *πυρόζ νέος*; but since *sw* can also mean “naked wheat” (*πυρόζ*), the equation of *sw nfr* and *πυρόζ νέος* must be examined. Moreover, in this context we must also consider Sethe’s equation of *pr*. “seed,” and *πυρόζ νέος*. We may begin by observing that *sw nfr* only refers back to “naked wheat” in the examples presently attested; and that the equation of *sw nfr* with *πυρόζ νέος* cannot be rejected on the grounds that *sw ntr* sometimes refers to a grain other than naked wheat.¹ While, then, it sometimes happens that the grain to be returned in a loan is required to be *sw nfr*, it is much more common to require that the grain loaned be returned as seed (*pr*). Moreover, *pr* does not refer to a specific variety of grain but is applied to both *sw* and *it* (*e.g.* dem. P. Ryl. 21/16 and dem. P. Adler 6/8). Finally, it should be noted that *nfr* is only applied to *sw* and never, to the best of my knowledge, to *pr*.

In the Greek papyri it is the rule to stipulate that the grain loaned be returned as “new” (*νέος*) grain. Thus in Gr. P. Oxy. 1639, a loan of the price of “hard keneled naked wheat” (*πυρόζ στερεός*) must be returned as “new hard keneled naked wheat” (*πυρόζ στερεός νέος*). Loans of barley and spelt are rare in the Greek papyri, and in the examples known to me the loan is referred back to simply as *σῖτος*. I know of no instances in which either *σῖτος* or *κριθή* or *ὄλυρα* are described as “new” (*νέος*); but in view of the fact that there are a very limited number of examples available to me I attach no significance

¹ The combination *sw nfr* is known to me from dem. P. Loeb 3/9, dem. P. Cairo 30610/9, dem. P. Reinach 1/12, and dem. P. Reinach 3/9.

to this fact. I see no reason why *κριθή* and *ἄλιρα* could not be described as "new".

On the basis of the frequency with which grain loaned in demotic texts are required to be returned as *pr*, "seed," and the frequency with which the grains loaned in Greek texts are required to be returned "new" (*νέος*). I suggest the equation of *pr* with the Greek combination (*nomen frumenti*) plus the appropriate form of *νέος*. In support of this proposal I note that *pr* in the demotic loans is in the majority of examples known to me followed by *ἰw=w w^{cb}*, "they being pure"; while the grains described as *νέοι* in the Greek loans are generally described as *καθαροί*, "pure". Thus I adopt Sethe's equation of *pr* and *πυρός νέος* only for those texts in which naked wheat is loaned. When barley is loaned, *pr* should be the equivalent of *κριθή νέα*; and although I know of no examples of Greek loans in which *κριθή νέα* or *ἄλιρα νέα* occur, I expect that these will eventually turn up.

As for *sw nfr*, it too is followed by *ἰw=w w^{cb}* in all the examples cited above; and I think it quite possible that *sw nfr* and *pr* may amount to the same thing. Since, however, *sw nfr* always refers back to naked wheat (*sw*), I take it that *sw nfr* is the exact equivalent of *πυρός νέος*. It is just possible, however, that the sense of *nfr* is more akin to the *καλός* which is sometimes applied to grains in loans of the Roman and Byzantine periods in Egypt. Thus in Coptic P. Ryl. 204 we have **COYO ENANOYOCY**. The equation of **ENANOYOCY** and *καλοί* is established by Coptic P. Vienna K 4912/31 in which *ἐν κούφοις νέοις καλοῖς* is translated by **ΝΚΟΥΦΩΝ ΝΒΒΡΕ ΕΝΑΝΟΥΟY**. It will be noted that **ΒΡΡΕ** serves for *νέοι* and that **ΕΝΑΝΟΥΟY** (<*ἰw-n₃-nfr=w*) serves for *καλοί*.

Only *sw w₃d* remains unexamined. In the Brooklyn papyri and in dem. P. Vat. 22 *sw w₃d* is referred to in the paragraph governing delivery simply as "the aforementioned seed" (*n₃ pr. w nty hry*). Thus there can be little difference between *sw w₃d* and seed; and possibly there is no difference at all. I was for some time tempted to equate *sw w₃d* and *πυρός στερεός*, "hard kernerled naked wheat"; but while I still consider this correspondence possible. I also consider it possible that *πυρός στερεός* may designate a special variety of naked wheat and not simply ripe naked wheat.

To sum up, we have assured correspondence of *sw* with both *πυρός* and *σίτος* and of *pr* with (*nomen frumenti*) plus the appropriate form

of νέος, the probable correspondence of *sw nfr* with *πυρὸς νέος*, and the possible correspondence of *w3d* with *πυρὸς στερεός*.

About the origins of the Greek and demotic grain formulae little of substance can be said. The earliest Egyptian documentation is very scanty; and on the Greek side our earliest evidence is restricted to documents which come from Egypt. The most interesting fact yet brought to light is the existence of the fixed ratio of value between barley and spelt in pre-Ptolemaic Egyptian documents.

§ 13. *V.* p. 44 *sqq.* §§38 and 39 *supra*.

§ 14. *V.* p. 50 § 40 *supra*.

§ 15. *V.* p. 41 § 32 *supra*.

§ 16. *V.* p. 53 *sqq.* § 44.

§ 17. *V.* Sethe, 1920, p. 228. *Cf.* **ΝΑΤΖΗΜΕ**, "free of freight" (Crum p. 676a). The equivalent Greek expression is *τοῖς ἰδίοις ἀναλώμασι*, "at one's own expense," (*V.* Preisigke, 1925, col. 97).

§ 18. *V.* p. 55 § 46 *supra*.

§ 19. *V.* p. 55 § 47 *supra*.

§ 20. *V.* p. 59 § 53 *supra*.

§ 23. For a bibliography of this docket consult Wilcken, 1927, p. 619. For a general discussion of the dockets of this type consult Chapter XI *infra*.

§ 22. The same notary drew up dem. P. Brooklyn 37.1803E and dem. P. Vat. 22. I know of him from no other documents.

§ 21. *V.* p. 62 *sqq.* §§ 58–60.

Chapter III

DEMOTIC PAPYRUS BROOKLYN 37.1803E

Description:

Dem. P. Brooklyn 37.1803E is a sale with deferred delivery, dated February 14, 108 B.C., and comes from Saqqara (*v.* Introduction). The main text is written on the *recto*, parallel with the fibers. The signatures of the witnesses on the *verso* are written across the fibers. The papyrus, as preserved, has a maximum height of 34 cm. and a maximum breadth of 25 cm.

Transcription:

1. $h\bar{z}.t-sp\ 9.t\ [tpy\ pr.t\ sw\ 29^1\ (n)\ n\bar{z}\ Pr-]^{c_3}.w\ K\bar{l}wptr\bar{z}\ \bar{i}rm\ [Pt]wlm\bar{y}s\ [n\bar{z}]\ ntr.w\ mr-mw.t$
2. $nty\ lk\ h\bar{b}\ w^{c_b^2}\ [z]gsntrs\ n\bar{z}\ ntr.w\ nty\ lk\ [h\bar{b}]\ \bar{i}rm\ n\bar{z}\ ntr.w\ sn.w\ \bar{i}rm\ n\bar{z}\ ntr.w\ mn\bar{h}.w\ \bar{i}rm\ n\bar{z}\ ntr.w$
3. $mr-\bar{i}t=w\ \bar{i}rm\ n\bar{z}\ ntr.w\ nty\ pr.(w)\ \bar{i}rm\ p\bar{z}\ ntr\ tny\ \bar{i}t=f\ \bar{i}rm\ p\bar{z}\ ntr\ [mr]-mw.t\ \bar{i}rm\ p\bar{z}\ ntr\ mn\bar{h}\ mr-\bar{i}t=f\ \bar{i}rm$
4. $p\bar{z}\ ntr\ mn\bar{h}\ \bar{i}rm\ t\bar{z}\ ntr.t\ mr-mw.t\ \bar{i}rm\ n\bar{z}\ ntr.w\ mr-mw.t\ nty\ l[k\ h\bar{b}\ \bar{i}rm]\ t\bar{z}\ w^{c_b}.t\ (n)\ t\bar{z}\ Pr-c_3.t\ K\bar{l}wptr\bar{z}$
5. $t\bar{z}\ ntr.t\ mn\bar{h}.t\ nty\ mr-mw.t\ nty\ lk\ h\bar{b}\ t\bar{z}\ mr-hp\ t\bar{z}\ nb.t\ [kny]\ \bar{i}rm\ \bar{z}yrvw\ p\bar{z}lw\ n\ 2Is.t\ c_3.t\ \ulcorner\ \text{-----}\ \urcorner^3$
6. $mw.t\ ntr\ \bar{i}rm\ t\bar{z}\ w^{c_b}.t\ \bar{z}rsyn\bar{z}\ t\bar{z}\ mr-\bar{i}t=s\ \bar{i}rm\ t\bar{z}\ f\bar{z}y\ klm\ (n)\ t\bar{z}\ Pr-c_3.t\ K\bar{l}wptr\bar{z}\ t\bar{z}\ ntr.t$
7. $mn\bar{h}.t\ nty\ mr-mw.t\ nty\ lk\ h\bar{b}\ t\bar{z}\ mr-hp\ t\bar{z}\ nb.t\ kny\ \bar{i}rm\ t\bar{z}\ f\bar{z}y\ mnw\ (n)\ t\bar{z}\ Pr-c_3.t\ K\bar{l}wptr\bar{z}$
8. $t\bar{z}\ ntr.t\ mn\bar{h}.t\ nty\ mr-mw.t\ nty\ lk\ h\bar{b}\ t\bar{z}\ mr-hp\ t\bar{z}\ nb.t\ kny\ \bar{i}rm\ t\bar{z}\ f\bar{z}y\ tn\ (n)\ nb\ m-b\bar{z}h\ \bar{z}rsyn\bar{z}$
9. $t\bar{z}\ mr-sn\ \bar{i}rm\ t\bar{z}\ f\bar{z}y\ sp\ kny\ m-b\bar{z}h\ B\bar{z}rnyg\bar{z}\ t\bar{z}\ mn\bar{h}.t\ nty\ hpr\ (n)\ R^c-kd.t\ dd\ sqm-c\bar{s}\ n$

10. $p\beta$ bik⁴ rmt (n) Pr- Γ _____⁵⁷ (n) $p\beta$ t ζ (n) Wn- Γ _____⁶⁷ Hr-
m-hy⁷ s β Wn-nfr mw. t=f <T β >-šry. t-(n)-Hp n šwty
11. rmt (n) Pr-hn-²Inp nty hr n β shn. w n Mn-nfr⁸ Hr-m-hy s β Hr-²Inp
mw. t=f T β -(nt)-wn-bs dy=k n=y sw n
12. rtb (n) sw w β d⁹ 14 t β y=w pšy rtb (n) sw ⁷ dmd rtb (n) sw w β d 14 ζ n
(n) r^c-wh β ¹⁰ šp-y st (n) dr. t=k
13. h β . t=y mty. w n-im=w (n) iwty sp nb mtw=y mh=k (n) n β pr. w nty
hry pr. w dr=w iw=w w^cb (n) iwty sn-nw iw=w hy=w
14. iw=w f β y=w [iw=w] swty r dr. t=k r p β y=k ζ . wy nty (n) Pr-hn-²Inp (n)
t β ipy. t (n) hft-h (n) ²Inp
15. nty wd β irm p β y=s gst nty wd β (n) iwty hy hmy (n) wš (n) šp ip nb
mdt nb (n) p β t β s β ^{c10} h β . t-sp 9. t tpy šmw
16. [ibd 2 šmw r ibd 2 (n) t β rnp. t nty hry] n β pr. w n-im=w nty iw bn
iw=y dy. t st n=k (n) p β y=w sw (n) dy. t nty hry r h p β nty sh hry iw=v
dy. t st n=k
17. irm p β y=w 1 r 1 1/2 hn hrw 2 (n) sw nb n mdw irm=y (r)-db β . t=w
nty i(w)=k (r) ir=f m-s β p β y=w sw (n) dy. t nty hry r h p β nty
18. sh hry n htr (n) iwty mn bn iw=y rh dd dy=y n=k pr n-im=w (n)
iwty iw bn iw=y rh dy. t n=k ky sw hrw r-r=w
19. iw=y tm ir n=k r h mdt nb [nty hry] r h p β nty sh hry iw=y r dy. t
hd (n) wth 2 r str 10. t r hd (n) wth 2 ζ n r n β g11. w¹¹ n β wtn. w
20. (n) n β Pr- ζ . w nty ζ nh dt hn 5 (n) p β ibd (n) rn=f n htr (n) iwty mn
iw=y wy. k r-r=k n-im=w i(w)=k m-s β y r mh=k
21. (n) n β pr. w nty hry ζ n n htr (n) iwty mu¹² nty nb mtw=y hn^c n β nty
iw=v dy. t hpr=w t β iw.y. t (n) p β hp (n) t β s^c. t nty hry p β y=k
22. rd p β nty nht r mdt nb nty iw=f dd-w irm=y (n) rn (n) mdt nb nty hry
mtw=y ir=w r hrw=f n htr (n) iwty mn
23. iw s-hm. t <T β >-šry. t-(n)-Hp s β . t Hr-m-hy mw. t=s T β - Γ _____⁷¹³
p β y=f mw. t dd i-iry mdt nb nty hry h β . t=y mty. w n-im=w
24. i(w)=k m-s β y (n) ir n=k r h mdt nb nty hry r h p β nty sh hry n htr
(n) iwty mn iw=w dd n p β s 2 i(w)=k m-s β p β y=k mr. t
25. n-im=n (n) p β s 2 n ir n=k p β hp (n) p β sh nty hry i(w)=k mr hpr m-
s β =n (n) p β s 2 i(w)=k hpr sh P β -iry s β Hm-sw

The Greek Docket.¹⁴

*Ετους θ Τιβη κθ ἀναγέγρα(α)πται ἐν τοῖν Ἀ(ουβ)εῖοι) δι² Ἐρακί εἰ-
δοι.

The Witnesses (on the verso):

1. Hr- [] (s3) []
2. Hr- [] (s3) []
3. Hr- [] (s3) [] (= witness no. 1 of dem. P. Brooklyn 37.18021)
4. P3-dy-Wsîr (s3) []-t3,wy-[]
5. Hr-[nfr] (s3) P3-dy-[Nî.t] (= witness no. 4 of dem. P. Brooklyn 37.1796 E)
6. [Hr-[] (s3) [] (= witness no. 5 of dem. P. Brooklyn 37.1796 E)
7. [] (s3) []
8. P3-dy-[] (s3) []
9. P3-dy-Hr-[] (s3) []
10. [] (s3) []
11. Hr- [] (s3) []
12. [] (s3) Nî.t-nbzf

Translation:

1. Regnal-year nine, [first month of winter, day 29¹ (of) the Ki]ngs, Kleopatra and [Pt]olemaios, [the] mother-loving gods
2. who cause sorrow to cease, (and of the) priest² of [Alexandros], the gods who cause [sorrow] to cease, and the brother and sister gods, and the beneficent gods, and the
3. father-loving gods, and the gods who are come forth, and the god who honored his father, and the mother-[loving] god, and the young father-loving god, and
4. the beneficent god, and the mother-loving goddess, and the mother-loving gods who ca[use sorrow to cease, and (of) the priestess (of) the Queen, Kleopatra,
5. the beneficent goddess who loves her mother, (and) who causes sorrow to cease, the lover of justice, the mistress of [victory], and (of) the *hieros polos* of Isis, the great, []³,
6. mother of god, and (of) the priestess of Arsinoe, the lover of her father, and (of) the bearer of the crown (of) the Queen, Kleopatra, the
7. beneficent goddess who loves her mother (and) who causes sorrow to cease, the lover of justice, the mistress of victory, and (of) the bearer of fire (of) the Queen, Kleopatra,

8. the beneficent goddess who loves her mother (and) who causes sorrow to cease. the lover of justice. the mistress of victory, and (of) the bearer of the golden basket before Arsinoe,
9. the brother-loving, and (of) the bearer of the prize of victory before Berenike. the beneficent, who are (in) Rakote. The servant of
10. the falcon⁴ (and) resident of Per-ⲓ_____ⲓ⁵ (in) the district of Wen-ⲓ_____ⲓ⁶ Harmakhis,⁷ the son of Onnophris (and) whose mother is Tsherenhap has said to the merchant
11. (and) resident of Perhenanup, which is under (the supervision of) the oikonomoi of Memphis⁸, Harmakhis, son of Herienupis, (and) whose mother is Tagombes. "You have given to me the price of
12. fourteen artabae of fresh⁹ wheat, their half being seven artabae of wheat, (making) a total of fourteen artabae of fresh wheat again, subject to claim.¹⁰ I have received them from you.
13. My heart is satisfied with them, there being no remainder at all. I shall pay to you the seed grain which is (specified) above in full, all the seed grain being pure, unadulterated, measured,
14. transported, (and) [del]ivered to you, to your house which is (in) Perhenanup. (measured by) the *oipe*-measure (of) the dromos (of) Anubis
15. which is sound together with its ⲓstrikerⲓ which is sound, without cost or transportation charge, (and) without receiving any credit (or) anything (in) the world, by¹⁰ regnal-year nine, first month of summer
16. [(or) second month of summer, making two months (in) the year which is (specified) above.] (As for) the seed grain thereof which I shall not deliver to you by its term for delivery which is (specified) above, in accordance with what is written above, I shall deliver it to you
17. increased by one half, within two days of any day of discussing with me about it which you will do after its term for delivery which is (specified) above, in accordance with what is written above,
18. necessarily (and) without delay. I shall not be able to say, "I have given to you seed grain thereof," without a receipt. I shall not be able to set for you another term for (the delivery of) it.
19. If I do not perform for you in accordance with everything [which is (specified) above] (and) in accordance with what is written above.

I shall give two (deben) of refined silver, being ten staters, being two (deben) of refined silver again, for the burnt offerings (and)¹¹ the libations

20. (of) the kings. who live forever, within five days of the month in question, necessarily (and) without delay, I having no claim against you with respect to them, (and) you still having a claim against me to pay you in full
21. the seed grain which is (specified) above, necessarily (and) without delay¹². All that is mine together with what I shall acquire is the security (of) the right (of) the instrument which is above. Your
22. representative is the one who is to be believed with regard to everything which he will say to me (in) the name (of) everything which is (specified) above; and I shall perform it at his bidding, necessarily (and) without delay.”
23. The woman Tasherenhap, the daughter of Harmakhis, (and) whose mother is Ta-ⲓ_____ⲓ¹³, his mother, has (also) said, “Do everything which is (specified) above. My heart is satisfied therewith.
24. You have a claim against me to perform for you in accordance with everything which is (specified) above (and) in accordance with what is written above, necessarily (and) without delay.” They both have said, “You have a claim against whomever of
25. of the two of us you desire to perform for you the right (of) the instrument which is above. If you desire to lay claim against both of us, (then) you will (lay claim).” Written by Païry the son of Khemsu.

*The Greek Docket:*¹⁴

In year nine, on the twenty-ninth of Tybi (it) was registered in the An(ubieion) by Herakleides.

The Witnesses (on the verso):

There are the names of 12 witnesses on the verso, but I am unable to read them.

Commentary:

§ 1. The month and day are restored on the basis of the Greek docket. *V.* p. 18 *sqq.* §§ 2 and 3.

§ 2. *V.* p. 24 § 9a *supra.*

§ 3. *V.* p. 32 § 19 *supra*.

§ 4. In addition to its occurrence in dem. P. Brooklyn 37.1803E/9 the title "servant of the falcon" is found in several other Memphite texts, e.g. dem. P. Brooklyn 37.17961/27, dem. P. Louvre 3266 and 3268 (c. Revillout, 1882. p. 91 n. 3 and pl. 35), and dem. P. Innsbruck, line 9. In all the examples cited *sgm-cš* is limited by a genitive construction, a practice already common in occurrences of the title from the 18th Dynasty.¹

Is it possible that *pš blk* may be connected with the cult of Nectanebo II? His cult was maintained in the Anubieion during the Ptolemaic period; and he bore the epithet *pš blk*, "the falcon".²

§ 5. *V.* p. 37 § 26 *supra*.

§ 6. *V.* p. 37 § 27 *supra*.

§ 7. *V.* p. 63 § 62.


§ 8. *V.* pp. 40 §§ 30 and 31 *supra*.

§ 9. *V.* pp. 72-76 § 12 *supra*.

§ 10. *V.* pp. 45-50 §39 *supra*.

§ 11. For philological comments on this paragraph consult Sethe, 1920, pp. 199-200. For juristic comments consult Chapter X.

§ 12. Sethe, 1920, p. 200 § 81, took the *clausula salvatoria* which follows the mulct as a sentence rather than a clause. The writings in dem. P. Adler 27/11-15 (*hw l(w)=k [m-sš-y]*), dem. P. Heidelberg 723/22 *sqq.* (*hw l(w)=k m-sš*), and dem. P. Wiss. Ges. 18/4-8 (*hw tw-tn m-sš-y*) indicate that the construction is that of a circumstantial clause.

§ 13. The reading of this name is uncertain. The initial sign is certainly *Tš* ()₁. The following sign may be a writing of *dy* or of the reed-leaf *i*. The slight curvature toward the left at the bottom of the stroke favors interpreting it as a reed-leaf. The following group might be read as *htp*, but I can make no sense out of the name if I adopt that reading. At the end of the name appears the divine determinative followed by the sign which this scribe uses to determine feminine names (*cf.* the sign at the end of <*Tš-(m)-*>*wn-bs* in line 11).

§ 14. For a bibliography of this docket consult Wilcken, 1927, p. 619. For a general discussion of the dockets of this type consult Chapter XI *infra*.

¹ *V.* Gauthier, 1917, pp. 163-167; Bruyère, 1930, pp. 69-88; and *Wb.* 4,390.1-4.

² *V.* Meulenaere, 1960, p. 94.

Chapter IV

THE PLACE OF THE BROOKLYN PAPYRI IN THE CORPUS OF DEMOTIC INSTRUMENTS

It is important for purposes of analysis to maintain, the distinction between a *contract* and the *instrument* which documented it. The contract was concerned more with defining the arrangement intended by the parties than was the instrument, which is best understood in the light of eventual litigation to obtain enforcement of the contract. In other words, the contract determined the legal relationship of the parties; while the instrument was concerned with sanctioning that relationship.

Since the task in hand is a study of the Brooklyn papyri, I do not feel justified in entering upon a discussion of the procedural function of Egyptian instruments; but the same reason compels me to consider the specific type of agreement those texts record. I shall conduct my analysis with three specific ends in view:

- a) to discover the basis in fact of the agreements,
- b) to ascertain their economic function, and
- c) to establish the nature of any special legal construction to which they may conform.

The contracting parties declared that they had received the unspecified price or value (*swt*) of a specified quantity of grain (*i. e.* of fungibles); and they undertook to deliver that grain by a set term and under agreed conditions. The "price" was given "as a claim" (against the recipient); and were the phrase "the price of" omitted from the text of the instruments, they would be indistinguishable from a familiar category of demotic instruments which we recognize as embodying loans.¹

¹ See, *e. g.*, example 4 on page 45; and example 8 on page 46.

Yet, as the wording of the texts stands, it was the price that was received; but grain was to be delivered. Thus the contract was fulfilled by delivery as agreed, and it is indicative of this fact that all the provisions recorded in the instruments which cover a possible breach of contract concern the grain and not the price. In fact, it would have been impossible to ascertain the amount of the "price" paid from an examination of the instrument itself. That the quantity of grain alone was specified is further evidence of the paramount position it occupied in the minds of the notaries.

The instruments have no trapezite dockets, nor do they provide information which can prove conclusively that any "price" was paid. There are, however, some grounds for regarding the payment of a price (though perhaps not the full current market price) as a matter of fact; although it must be admitted that certainty is not attainable. In both the Brooklyn papyri and the sister document, Vatican 22, the creditor is the same "merchant" Harmakhis. On the 29th of Tybi Teospahib, a second Harmakhis, and Tetfenis entered into separate agreements with this merchant; and all three agreements were documented by the same notary, Paury. On the day following Teospahib concluded a second agreement, with Harmakhis (the debtor) as his surety; and this agreement was documented by a different notary. The quantity of grain purchased by the merchant amounted to more than 25 artabae, which is no small amount if it be reckoned that an aroura of land yielded roughly 10-12 artabae of wheat and that it took about a dozen artabae of wheat *per annum* to sustain the average adult.²

All the agreements were entered into in mid-February, 108 B.C.; and the term for delivery fell between May 17th and July 17th of the same year. The sowing season for wheat (*Triticum sativum*) in the vicinity of Memphis fell in November of the preceding year; and the harvest would fall about the beginning of April.³ With due allowance for fluctuations in the arrival of the inundation at Memphis and the resultant change in the times of sowing and harvest, it is evident that the period described by the terms for delivery falls at the harvest and

² V. Préaux, 1939, pp. 133-134.

³ V. Wilkinson, 1883, p. 398 and Schnebel, 1925, pp. 160-167.

allows ample time for the harvesting and threshing of the grain and the payment of the taxes.¹

Given these facts, I envision two possible economic situations which might have given rise to our agreements. On the one hand, the debtors may have been hard pressed for ready money; for the instruments were drawn up midway in the growing season, and the debtors' resources might have been exhausted. The merchant might have been persuaded to lend them some money or perhaps to extend them credit against the purchase of his wares on the understanding that he defer the repayment until the harvest and accept it in kind. In this event, it is likely that the produce to be delivered would have been worth substantially more than the value of the loan or of the sum credited. Otherwise, the merchant would have been making loans at little or no interest. Moreover, if no allowance were made for depreciation in the price of grain, he would run the risk that at the harvest a bumper crop might force the price of grain so far down that he would actually be losing money on his loan.

An alternative proposal would be to regard the merchant as a dealer in grain and to see him as the initiator of the agreements. In this case his advance payment of the "price" of grain to be delivered at the harvest would constitute speculation on the grain market. The payment was made in February, midway in the growing season, at a time when the seed would have sprouted and the young grain could have indicated to a practiced eye the yield likely at the harvest. At this time an offer of cash against future delivery could have been quite attractive. The speculator would be in a position to offer a price below that he might expect to be current on the open market at the harvest in return for providing the producer with a guaranteed market.² The producer would insure himself against a possible glut on the market; the speculator could anticipate – barring the unforeseen – a return on his in-

¹ Since the 3rd. century B. C., it was the practice of the Ptolemies to sequester the entire harvest until all the rents and taxes due the state were paid. Préaux, 1939, pp. 126–128. This would have had to be taken into consideration when setting the term for delivery.

² F. Welles, 1947, p. 94. On the grain market in Ptolemaic Egypt consult Préaux, 1939, pp. 137–142.

vestment. In the former case we are confronted with loans, in the latter with sales with deferred delivery.¹

The texts admit both interpretations, and I see no way to decide between them. In favor of the possibility of speculation is the fact that were it desired merely to convert a debt in money into a debt in kind an existing instrumental formulary like that of dem. P. Louvre 2420² would have sufficed. Moreover, it is difficult to understand why the notion of "price" should have been introduced into the paragraph of receipt if an ordinary loan were intended. Lastly, the liberal terms set for delivery indicate that the creditor was more interested in securing delivery of the grain than in obtaining speedy repayment of a debt, in which both capital and interest were lumped together, or in collecting the penalties stipulated for failure to deliver on time.³

The demotic texts do not stand in isolation but are paralleled by a large number of Greek texts which are variously described as "sales on delivery", "sales with deferred delivery", "prenumerative sales" (Pränumerationskäufe), "contracts for delivery", or *dationes in solutum*.

To date I have collected about 100 Greek documents which come from Egypt and which record the receipt of a price (*τιμή*) and promise the delivery of goods. They range in date from 285/4 B.C. (Gr. P. Hibeh 1.84a) to the beginning of the 7th century A.D. (Gr. P. Edfu 2, A.D. 619). In every instance the goods to be delivered were fungibles (grains, seeds, oils, etc.).

The texts have been divided into three groups according to their treatment of the price and the goods:⁴

- 1) those which specify both the price paid and the quantity of goods to be delivered,

¹ Revillout, 1883, p. 27 ("vente à terme") and 1903, p. 1305 ("achats à terme") was the first to point out the existence of demotic instruments embodying this kind of arrangement; but his discovery was overlooked in subsequent discussions of Egyptian law and of sales with deferred delivery. V. Seidl, 1965, p. 241.

² Cf. dem. P. BM 10523 and dem. P. Loeb 49a.

³ See Montevecchi, 1944, p. 140 *sqq.*, and Arangio-Ruiz; 1927, p. 64 *sqq.*

⁴ V. Montevecchi, 1944, p. 134. I have found no exceptions to her formulation.

- 2) those which specify the price paid but make the quantity of goods to be delivered dependent upon the market price current at the term for delivery, and
- 3) those which do not specify the price paid but do specify the quantity of goods to be delivered.

The development of the forms of these instruments has been discussed at length by F. Pringsheim.¹ His discussion must be understood in the light of his doctrine that the Greeks regarded an agreement of sale as creating a duty but no liability, *i.e.* that the simple agreement to buy and to sell was not enforceable and could not support claims either to payment of price or to delivery of goods. It must be kept in mind that Pringsheim distinguishes the "contract of sale", *i.e.* the agreement to buy and to sell, from the sale which he treats as "a transaction complete in itself"². Hence the vendor's liability in the event of failure to warrant the sale against eviction and secret defects is based not on the contract but on "the vendor's failure to defend the right of his transfere against interference",³ *i.e.* the liability effectively derives from the transaction not from the contract.⁴ Since Greek instruments of sale viewed sale as a transaction, they could not support claims to payment of price or to delivery of goods.⁵

¹ *V. Pringsheim*, 1950, pp. 268–286.

² *V. ibid.* p. 179. Pringsheim has summed up his thesis on pp. 90–92. His main evidence is presented in chapters V and VI. The significance of this doctrine may be appreciated by contrasting the Greek and Roman contracts of sale. The Roman contract of sale, by virtue of the simple agreement of the parties, created an obligation to pay price and to deliver merchandise and rendered the parties liable for breach of contract. *Cf. F. Schulz*, 1951, p. 526.

³ *V. Pringsheim*, 1950, p. 429.

⁴ *V. ibid.* p. 429 n. 2.

⁵ These instruments were restricted to the documentation of sales of real property (including slaves and cattle); for only such property could be identified with certainty. The instrument of sale established (or helped to establish) the purchaser's right of possession and ownership by evidencing the transacted sale. If the purchaser were prevented from exercising his right, his claim in court was not for delivery or transfer but for the warranty which arose from the transaction. In the case of goods which could not be identified with certainty the warranty would be ineffectual, and the instrument futile. If proof of payment or of delivery were desired, this could be obtained through the issuance of a receipt.

Thus, "since the Greek law of sale did not provide for the enforcement of a promise to deliver recourse was had to the law of loan, as being more appropriate to a promise of generic goods."¹

The earliest presently known Greek instrument from Egypt which records a cash payment with deferred delivery is Gr. P. Hibeh 1.84a (285/4 B.C.), which because of its very early date and the places of origin of the contracting parties can, according to Pringsheim, "almost be regarded as a Greek contract from the mainland."² The body of the text begins with a formula typical of instruments of sale: "A sold to B thirty artabae of wheat, and A has the price from B at the same time as the instrument (was handed over)" (*ἀπέδοτο Α Β[dat.] πρῶν ἀρτάβας τριάκοντα καὶ τὴν τιμὴν ἀπέχει Α παρὰ Β ἅμα τῇ συγγραφῇ*), but continues with the formulae appropriate to loans, "Let A repay the grain to B ---. If he should not pay, let A pay as a penalty to B --- and let B possess the right of execution ---. Let this contract be valid ---" (*Ἀποδότω δὲ Α τὸν σῖτον Β[dat.] --- Ἐὰν δὲ μὴ ἀποδοῖ ἀποτεισάτω Α Β[dat.] --- καὶ ἡ πρᾶξις ἔστω Β [dat.] --- ἡ δὲ συγγραφὴ ἥδε κυρία ἔστω ---*). According to Pringsheim, the notary who established the prototype for the instruments of this construction began to write down a contract of sale: but since the goods were to be delivered later and since the standard instrument of sale did not provide any means for expressing an obligation to deliver, he resorted to the formulae of loan. Strictly speaking, both forms were incorrectly applied, "that of sale because delivery was postponed, that of loan because A did not receive 30 artabae". In contrast to contracts of sale the amount of the price was not mentioned although its receipt was acknowledged.³

In addition to instruments of this form there were employed objectively and subjectively styled homologies. Two objectively styled homo-

¹ *V. ibid.* p. 269. The law of loans was also used to secure the enforcement of promises to pay price in sales on credit, *v. ibid.* pp. 244-268.

² *V. ibid.* p. 270.

³ Documents of this form are attested from Tebtynis (Gr. P. Tebt. 1.109, 93 B.C.), Akoris (Gr. P. Reinach 10, 111 B.C. [as restored by Pringsheim, 1950, pp. 271-272]), and el-Hibeh (Gr. P. Hibeh 1.84a, 285 B.C.). It should be noted that all these documents are typical Greek six-witness instruments and as far as can be ascertained were entrusted to a syngraphophylax for safekeeping.

logies survive which date to the Ptolemaic period (Gr. P. Hibeh 2.210 [ca. 250 B.C.] and Gr. P. Cornell 2 [248 B.C.]). The beginning and end of Gr. P. Hibeh 2.210 are lost; and Gr. P. Cornell 2 begins with a dating formula while the end is lost. In addition to these Ptolemaic examples there survive a number of similar texts which date to the Roman period and which begin with a dating formula and conclude with the signature of the obligated party. The manner of expressing the obligation to deliver in Gr. P. Cornell 2 is lost; but in Gr. P. Hibeh 2.210 the 3rd pers. sg. imperative *ἀποδώτω* introduced the obligation to deliver. The articulation of the imperative expressing the obligation with the preceding acknowledgement was improved upon in the texts of the Roman period by incorporating it into a relative clause of which the antecedent was the thing to be delivered (e.g. Gr. P. Athens 23/11–16: *τιμὴν οἴνου* --- *κεραμίων* --- *ὄν καὶ τὴν ἀπόδοσιν ποιησάσθωσαν κτλ.*). Of the instruments of this form Gr. P. Cornell 2, Gr. P. Geneva 8, Gr. P. Athens 24, and Gr. P. SB 7667 give the amount of the price paid; while Gr. P. Hibeh 2.210, Gr. P. SB 7466, Gr. P. Hamb. 71, and Gr. P. Athens 23 do not. The scheme of these texts is that of *συγγραφαί* as opposed to *χειρόγραφα*.

By far the largest number of sales with deferred delivery were documented as cheirographs, the earliest example (Gr. P. Reinach 30) dating to the 2nd century B.C. and the latest to the 7th century A.D. None of the Ptolemaic examples of these instruments specify the price paid; but several texts of the Roman and Byzantine periods do.¹

In all the homologies, whether objectively or subjectively styled, the receipt for the price and the promise to repay were constructed in terms commonly used for loans. In loans of this type the debtor acknowledged the receipt of the loan by the formula *ὁμολογεῖ/ὁμολογοῦμεν ἔχειν/ἔσχηκέναι παρὰ σοῦ* or *ὁμολογεῖ/ὁμολογοῦσιν ἔχειν/ἔσχηκέναι παρὰ τοῦ δεῖνα* and expressed the obligation to repay by a relative clause whose antecedent was the thing owed (e.g. *ἀρτάβας* --- *ἄς καὶ ἀποδώσει* ---).

If the word for "price" (*τιμὴ*) and any modifiers thereof (other than

¹ V. Gr. P. Baden 25 (A.D. i), Gr. P. Amherst 2.150 (A.D. 592), and Gr. P. BGU 3.839 (Byz.).

the specification of the thing for which the price was paid) were deleted from the paragraph which records the receipts, and if the substantive which denotes the merchandise were altered from a genitive limiting *τιμῆ* to an accusative object of *ἔχειν*, the resulting text would be indistinguishable from homologies which record ordinary loans. The clauses which express the obligation to repay (*i. e.* to deliver) only refer to the merchandise; and the price is not mentioned. Indeed, it is quite likely that some texts of which the beginnings are lost and which have been classified as homologies of loans are actually contracts for delivery.

There are, then, two main types of Greek sales with deferred delivery, one which began with the formulae appropriate to sales but concluded with the formulae appropriate to loans and another which employed throughout formulae appropriate to loans.

There is an evident and striking parallelism between the Greek sales with deferred delivery which were constructed as homologies and the Brooklyn demotic papyri. In both, formulae appropriate to loans prevail. In particular the Greek *ὁμολογῶ ἔχειν παρὰ σοῦ* exactly corresponded in function to the demotic formula *dy-k n-y mn* (*v. infra* Chapter V). Indeed, the wording of the Greek and demotic texts is such that they could be virtual translations of one another.

One difference is to be noted, however; namely, the presence in the demotic sales with deferred delivery, dem. P. Brooklyn 37. 1803E and dem. P. Vat. 22, of the mulct to be paid to the state in the event of a breach of contract. To the best of my knowledge such a mulct never appeared in the Greek sales with deferred delivery. I have endeavored to show below (*v.* Chapter X), however, that the mulct was originally a Greek institution which was received into Egyptian law during the Ptolemaic period. Its appearance in the demotic sales with deferred delivery was probably an extension of its application by the Egyptian notaries.

There has been considerable debate among specialists concerning the legal interpretation of the Greek texts. In particular several scholars have emphasized the distinction between those texts in which the price paid was specified and those in which it was not. In the latter, they maintained, no price had actually been paid. They held that these texts (which are the parallels to the demotic instruments under consideration) had been so formulated as to substitute a payment in *naturalia* for a pre-existing debt and that they should therefore be classi-

fied as *dationes in solutum*.¹ This interpretation involves the following assumptions concerning the economic facts and the legal construction:

- a) that the price referred to in the texts was a fiction and actually represented a debt which had existed before the parties concluded the agreement recorded,
- b) that the *datio in solutum* (under whatever name) was recognized in the law of Ptolemaic Egypt as a distinct kind of contract with special consequences and sanctions, and
- c) that the Ptolemaic equivalent of a *datio in solutum* would have taken the form recorded in the texts under discussion.

The foundation for assumption *a* was undermined by Grenfell and Hunt (1920, pp. 56–57), who observed that the omission of a specified price was not uncommon in ordinary instruments of sale. They demonstrated that failure to specify price in the texts under consideration was no proof that price had not been paid by reference to Gr. P. Oxy. 1639 in which no price is specified but in which the paragraph of receipt records that the price had been paid through a bank. The text also contains a docket by which the payment was confirmed. They also showed that the text of Gr. P. Grad. 10 (215/4 B.C.), which fits the definition of a true *datio in solutum*, developed into a sale rather than into a loan as do the texts under discussion.

It must be admitted, however, that if a text makes no reference to the amount of the price paid and gives no indication of how payment was made, the possibility remains that the receipt of the price may be a fiction. Yet, if the possibility of a fiction be admitted in this case, why should it not also be admitted even when the price is specified?

¹ This idea seems to go back to Preisigke's commentary to Gr. P. Strassburg I (Preisigke, 1906, p. 9), which he described as "a satisfaction of debt by delivery of produce". This view was repeated by Rabel, 1907, pp. 314–315 and 315 n. 5, who while expressing himself most cautiously, suggested the term *datio in solutum*. P. M. Meyer, 1916, p. 46, came out strongly in favor of this interpretation but later reversed himself (*ib.*, 1911–1924, p. 229, introduction to papyrus no. 71). De Francisci, 1920, pp. 303–306, also opted for the *datio in solutum* interpretation; while other scholars (Wilcken, 1909, p. 253, and Bell, 1917, pp. 16–17 and 234–235) reserved judgement. Vigorous opponents include Wenger, 1907, p. 316 and 1917, cols 1299–1300; Grenfell and Hunt, 1920, pp. 56–57; and Arangio-Ruiz, 1927, p. 65 *sqq.*

The weaknesses of assumptions *b* and *c* were neatly exposed by Arangio-Ruiz (1927, pp. 64-68), who reviewed the problem on the basis of a strict definition of *datio in solutum* as employed in Roman law. He argued that:

- 1) *datio in solutum* was based on effective delivery at once or within a brief interval of an object which substituted for the object of obligation, whereas the instruments under discussion would be substituting a future delivery for a present obligation,
- 2) true and proper *dationes in solutum* are found in the papyri, and they involve the immediate substitution required by definition, and
- 3) the evidence of absence of specified price is entirely negative, and there is no positive evidence which can be adduced from the texts in support of interpreting them as *dationes in solutum*.

I have found no material in the literature on *datio in solutum* in Roman law¹ which contradicts Arangio-Ruiz's employment of that term, and I accept his argumentation.

The currently prevailing view sees all such instruments as recording sales with deferred delivery constructed as loans irrespective of whether the price is specified or not.² In fact, it would probably be less conducive to misunderstanding if one were to classify such texts as recording *loans of price*.

The argumentation against interpreting the Greek texts just discussed as records of *dationes in solutum* is equally valid for the parallel demotic papyri. Moreover, whether one regards the demotic contracts as having been formulated with a specifically legal construction must depend in large measure upon one's interpretation of the word $r^c-w\dot{h}\dot{z}$, which defines the nature of the price received. I have attempted to justify the translation "claim" for $r^c-w\dot{h}\dot{z}$ in my commentary (*v. supra*, pp. 44-50).

If one follows H. J. Wolff's advice (1953, p. 422) and recognizes the existence of a conscious juristic category when a fixed substantial

¹ See, e.g., Steiner, 1914; Solazzi, 1935, pp. 148 *sqq.*; and Schulz, 1951, pp. 629-630.

² *V. Pringsheim*, 1950, p. 275, note 4. The bibliography is extensive. Most relevant discussions are cited by Taubenschlag 1955, p. 336, notes 2 and 3.

expression has been coined for it, then there is a strong presumption in favor of treating $r^c-w\dot{h}\ddot{z}$ as a juristic category in Egyptian law. Moreover, $r^c-w\dot{h}\ddot{z}$ is an action noun; and the systematizing thrust of this class of substantives in legal thinking has been handsomely illustrated by D. Daube (1969, pp. 11, 36–37, and 43).

One might, then, conclude that the demotic contracts were sales with deferred delivery constructed as “claims” within the framework of contemporary Egyptian law – a category which would roughly correspond to $\delta\acute{\alpha}\nu\alpha\iota\omicron\nu$ in Greek texts and to the modern notion of “credit”.

The problem is not, however, fully solved. The Greek and demotic instruments are very similar in their wording and internal structure. There are no early- or pre-Ptolemaic prototypes for the demotic texts,¹ whereas the Greek instruments are found early in the Ptolemaic period, display an internal development in their formularies, and may well derive from pre-Ptolemaic Greek usage. These facts suggest that the demotic instruments were modelled on their Greek counterparts. In this case, however, $r^c-w\dot{h}\ddot{z}$ may have been an *ad hoc* translation from Greek and hence not a product of systematic juristic thought.

Indeed, even if $r^c-w\dot{h}\ddot{z}$ should prove to have been a specifically Egyptian technical term, it is more likely to have been a crude pigeon-hole than a precise juristic concept. The markedly casuistic form in which surviving Egyptian laws are cast does not encourage the assumption that the Egyptians who tended to legal affairs were actively engaged in refining their technical vocabulary or in building a carefully integrated structure of juristic acts and resultant rights and liabilities. Whether or not a specifically juristic construction underlies the demotic texts remains an open question.

¹ Théodoridès, 1962, pp. 99–100, claims to have discovered a sale with deferred delivery (“vente à terme”) in the Karnak juridical Stele (Dyn. XVII). That text is radically different from the demotic texts both in wording and construction and can scarcely be the sole surviving representative for a Pharaonic legal tradition which might have been the source for the demotic contracts of the Ptolemaic period.

Chapter V

RECEIPTS IN DEMOTIC INSTRUMENTS

For the purposes of the present discussion receipts (*i.e.* written receipts) ought to be understood in terms of their legal effects. Unfortunately the legal effects of ancient receipts can in most cases only be inferred from their wording; and that wording may not be an adequate reflection of their legal force.

Receipts may be evidential (*Beweisquittung*) or dispositive (*dispositive Quittung*), the difference being that the former evidences payment whereas the latter is the legal equivalent of payment and may substitute for it.¹ A receipt may be dispositive with respect to the obligation which gave rise to the payment received. Such receipts might, for instance, extinguish an obligation to pay which had given rise to a series of installment payments, each of which might have been evidentially receipted without affecting the original obligation to pay.² Receipts may be given not only at the termination of legal transactions, but also at their inception. Finally, it is quite possible that not all the types of receipts that may be identified within a given legal system fall into the same category within the terminology of that system.

It is the aim of the ensuing discussion to demonstrate the existence of specialized formulae for receipts in the demotic and Greek papyri

¹ There is an extensive literature on dispositive receipts in Hellenistic Greek law and especially on such receipts in the law of Graeco-Roman Egypt. *V.* Schwarz, 1920, pp. 97-147 and especially p. 103 n. 1 with the references cited there; E. Weiss, 1923, p. 442; and Taubenschlag, 1955, p. 420 and note 5.

² For dispositive documents of this type see Schwarz, 1920, pp. 102-103, 140-147, and especially pp. 144-145. On the legal analysis of obligation and performance see Chapter VIII.

from Egypt. to define their spheres of application, and to examine the terminology used to designate them. The discussion is confined to problems arising directly out of a consideration of the Brooklyn papyri, and no effort has been made to treat exhaustively all of the formulae and terms for receipts.

The Formula $dy=k n=y mn$:

The formula $dy=k n=y mn$, "you have given to me such and such," occurs in the Brooklyn papyri and is attested in demotic legal texts from the 26th Dynasty into the Roman period.¹ During the Ptolemaic period it seems to have been the legal equivalent of the Greek formulae of receipt which employed the verb ἔχειν. This equivalence is strikingly demonstrated by a series of Greek ἔχειν-receipts² which are drawn up in the form of double-documents and which record the loan of tools and money to agricultural laborers.³ Each document has a demotic subscript in which the same loan is recorded by the formula $dy=k n=y mn$. Since it is the Greek text which is protected by the double documentation, it must be the original upon which the demotic subscript is based. The subscripts are not *verbatim* translations of the Greek. They have the format of ordinary demotic instruments, and it seems likely that they were regarded as legally equivalent to their Greek prototypes.

In the class of Greek leases known as *prodomatic* leases ($< \pi\rho\acute{o}\delta\omicron\mu\alpha$, "that which is given in advance")⁴, the lease was drawn up by the lessor who acknowledged – in addition to the granting of the lease – the

¹ *V.* dem. P. Berlin 13571 (ca. 589 B.C.), dem. P. Louvre E9293/2 (*temp.* Darius I), dem. P. Zenon 16/2 (*temp.* Ptolemy II), dem. P. Cairo 30610/6 (66/5 B.C.), and Mattha, 1945, No. 207 (year 8 of Vespasian).

² These receipts are dem. P. Zenon 16/2 (258/7 B.C.), 18/2, 19/2, 20/4, and 21/2 (all 257/6) B.C.).

³ The acknowledgements are in the form: ὁμολογεῖ ὁ δεῖνα ἔχειν παρὰ τοῦ δεῖνα. Note particularly Gr. P. PCZ 1.59113/6, 14 (257 B.C.) and 1.59118 (256 B.C.) which are double documents exactly like those under discussion and which expressly state that the tools and money were credits (δάνεια)! For a discussion of double-documents see Bilabel, 1924, pp. 153–173 and 1925, pp. 93–113.

⁴ For *πρόδομα* see LSJ⁹ p. 1457 b; Preisigke, 1927, cols. 367–368; *ib.* 1915, p. 146; and J. Partsch, 1927, p. 77 *sqq.* The demotic equivalent of *πρόδομα* is *hd (n) h3.t p3 hrw*, "money before its day", or more simply *hd (n) h3.t*, "money in advance". *V.* Hughes, 1952, p. 89; Sethe, 1918, pp. 294–295; and *ib.*, 1920, p. 147; Geginat, 1964, p. 43, n. 3. Neither the Greek nor the demotic terms are restricted to advances of rent.

receipt of all or of a part of the rent due from the lessee.¹ When the rent was advanced in part, the verb employed in the clause of receipt was ἔχειν²; when the rent was advanced in full, the verb employed was ἀπέχειν.³ Such leases are parallel in demotic. When the rent was advanced in part, the receipt was acknowledged by the formula $d\eta=k n=y mn$ ⁴; when the rent was advanced in full, the receipt as acknowledged by the formula $m\eta=k \tau=y$, "you have paid me in full".⁵

Separate receipts were also issued for partial or full payments of rent in advance; and in the Greek texts the same distinction between ἔχειν⁶ and ἀπέχειν⁷ receipts appears. At present, however, there is not sufficient demotic material for a comparison of separate receipts for rents paid in advance.⁸

¹ For a recent discussion of *μισθώσεις προδομικαί* see Herrmann, 1958, pp. 229–235 and especially pp. 243–244. It may be that the demotic practice of including a prodomatic receipt within leases was patterned after the Greek usage. To the best of my knowledge the practice is not attested in demotic or Greek texts before the Ptolemaic period; but it is attested in Greek texts outside Egypt (v. the example cited by *LSJ*⁹, *l.c.*, and in particular *JHS* 11.122, a Roman lease from Ceraunus near Cos). In Greek law the *πρόδομα* seems to have been regarded as a form of earnest-money (v. Hes., *Lex.*, s.v. ἀρραβίων); but note Naber's remark, 1932, p. 248, that "πρόδομα non totum est arrha . . . non totum mutuum . . .". All the demotic examples of prodomatic leases known to me come from the Fayūm, a district in which strong Greek influence is to be expected. *V.* Kunkel, 1928, pp. 661 *sqq.* and Pringsheim, 1950, p. 302 n. 6 and p. 314 n. 7.

² *V.*, e.g., Gr. P. BGU 6.1262/16–21 (216/5 B.C.); and Gr. P. Frankfurt 1.30–32 (214/3 B.C.).

³ *V.* e.g., Gr. P. Tebt. 3.1,815 frg. 2/58–59 (228–221 B.C.); Gr. P. BGU 6.1269/9 (ii B.C.); Gr. P. BGU 2.636/19–20 (A.D. 20); Gr. P. Mich. 2.311/19–22 (A.D. 34); Gr. P. Mich. 2.121 rt II i, vi III viii, x, xi, xiv IV v (A.D. 42); Gr. P. BGU 2.526/20 22 (A.D. 86); Gr. P. Flor. 20/26–29 (A.D. 127); and Gr. P. Lond. 3.842/17–19 (A.D. 140).

⁴ *V.* dem. P. BM 10560/18–20 (*temp.* Ptolemy V).

⁵ *V.* dem. P. Cairo 31079/18 (105 B.C.), 30615/7–8 (98/7 B.C.), 30613/10 12 (*temp.* Ptol. X), and dem. P. Botti, lines 10–13 (year 34 of Augustus). *V.* Gr. P. Tebt. 1.42 (ca. 114 B.C.), a petition involving an alleged *πρόδομα*.

⁶ *V.* Gr. P. Hibeh 1.99/6–15 (270/69 B.C.); Gr. P. Hamb. 2.189/5–6 (215 B.C.); and Gr. P. BGU 6.1265/6 (214/3 B.C.).

⁷ *V.* Gr. P. SB 6303/5–6 (216/5 B.C.); Gr. P. Lond. 2.139/3 4 (A.D. 48); and Gr. P. BGU 3.708/3 (A.D. 164/5).

⁸ I know of no demotic receipts for partial payments of rent in advance. dem. P. Cairo 30614/4 (88 B.C.) is an example of a separate receipt for the full payment of rent in advance.

There are a number of Greek texts, ranging in date from 228 B. C. to A. D. 260, which record the receipt (*ἔχαιν*) of a dowry (*φερνή*) and sometimes also of paraphernalia (*παράφερνα*).¹ The dowry generally consisted of money but sometimes included objects of an appraised value: the paraphernalia consisted of objects which were often assigned no value.² It was stipulated that the dowry and the paraphernalia be returned in the event of a divorce.³

The demotic equivalent of the *φερνή* was the *ḥd n ἱr ḥm.t*, "money of being wife"; and like the Greek *φερνή* the *ḥd n ἱr ḥm.t* had to be returned if there was a divorce. The receipt of the *ḥd n ἱr ḥm.t* was acknowledged by the formula *dy=k n=y mn*.⁴ The receipt of the demotic equivalent of the *παράφερνα*, the *nkt.w n s-ḥm.t*,⁵ was indicated by

¹ *V.*, e.g., Gr. P. Tebt. 3.1.815 frg. 4 rt col. 1 (228–221 B. C.); Gr. P. BGU 6.1283 (216/5 B. C.); Gr. P. Gen. 21 (ii B. C.); Gr. P. Tebt. 1.104 (92 B. C.); Gr. P. Tebt. 2.386 (12 B. C.); and Gr. P. Oxy. 10.1273 (A. D. 260).

² Gr. P. Tebt. 2.386 (12 B. C.), Gr. P. Rainer 24 (A. D. 136) and 22 (A. D. ii) and 28 (A. D. 184) and 27 (A. D. 190) and 21 (A. D. 230) include objects in the dowry. Gr. P. Mich. 2.121 rt col II ii, iv Col III i, vii, xii and col. IV i, iii, iv (A. D. 42) maintains a distinction between the dowry (money) and the paraphernalia (objects which are said to be unappraised; *ἄνευ διατιμήσεως*). *V.* Castelli, 1913, and Gerner, 1954. Wolff, 1955, pp. 335–347, maintains that the Greek parapherna was unevaluated whereas its Egyptian parallel and model was always evaluated. Gr. P. Cairo Boak, 21 (A. D. 296) refers to Roman ordinances which required that doweries committed to writing be evaluated by a goldsmith and a tailor.

³ If divorce took place, the ex-husband received a receipt for the return of the dowry and paraphernalia. *V.* e.g., Gr. P. Mich. 2.121 rt col II iv (A. D. 42), which is a receipt for the return of both dowry and paraphernalia, and Gr. P. Lond. 2. 178 (A. D. 145).

⁴ Dem. P. BM 10607 (ca. 186 B. C.) and Dem. P. Cairo 50129 (86 B. C.), both of which come from the Fayûm, specify a sum of money as *ḥd n ἱr ḥm.t*. Probably the money acknowledged by the *dy=k n=y mn* formula in dem. P. BM 10120A (517 B. C., Thebes) and in dem. P. BM 10609 (190–186 B. C., Fayûm) is also *ḥd n ἱr ḥm.t*; but it is not specified as such. Pestman, 1961, Diagram B, includes the sums of money receipt of which is acknowledged in dem. P. Leyden 373a (131 B. C., Memphis), dem. P. BM 10229 (78 B. C., Memphis), and dem. P. BM 10593 (172 B. C., Siut) in the category of *ḥd n ἱr ḥm.t*; but they are not called such in the texts. Moreover, these texts differ in form from those previously discussed.

⁵ The equation of the parapherna and the *nkt.w n s-ḥm.t* was already suggested by Wessely, 1891, p. 52 *sq.* and has been endorsed subsequently by Castelli, Seidl, Wolff, and Pestman among others. See, for example, Seidl, 1933, pp. 77–81; and Pestman, 1961, p. 106 n. 5.

listing the items received after the dowry. The list was introduced by the formula *tw-s p3 wn n n3y=t nkt. w n s-hm.t r-in.t r p3y=y 9. wy irm=t*, "here is the list of your feminine articles which you have brought to my house with you".¹ Once again the parallel application of the *ēxeiv*-receipt and the *dy=k n=y mn* formula appears, this time in the receipts for dowries.

The parallelism between the demotic formula *dy=k n=y mn* and the Greek receipts for loans of the form *ὁμολογεῖ ὁ δεῖνα ἔχειν παρὰ τοῦ δεῖνα* has already been pointed out in the case of the Zenon receipts. These receipts were, however, of a special type which did not set forth explicitly the obligation to repay. There is, however, a very large number of Greek loans which employ the same formula of receipt as do the Zenon texts but which also document the recipient's promise to repay.² Parallel to these there is also a category of demotic loans which acknowledge the receipt of the loan by the formula *dy=k n=y mn*.³

Finally, the Brooklyn demotic papyri published in this monograph and dem. P. Vat. 22 are parallels of the very large class of Greek instruments which records sales with deferred delivery. The commonest type of Greek sale with deferred delivery employed the same type of *ēxeiv*-receipt just discussed; and the demotic sales with deferred delivery employed the formula *dy=k n=y mn*. (v. Chapter IV).

To sum up, then, the Greek receipts which employ the verb *ēxeiv* and the demotic receipts which employ the formula *dy=k n=y mn* have been found in the same legal contexts in receipts for loans, instruments of loan, prodomatic leases, and receipts for dowries. The feature common to all these documents is that they give evidence of an outstanding

¹ E. Pestman, 1961, p. 23. A17.

² Almost every published collection of Greek papyri from Egypt includes one or more loans of this form. *V.*, e.g., Gr. P. BGU 6.1228 (258/7 B.C.); Gr. P. Reinach 28 (ii B.C.); Gr. P. Tebt. 110 (92 or 59 B.C.); Gr. P. Hamb. 2 (A.D. 51); Gr. P. BGU 1,272 (A.D. 138); Gr. P. Oslo 2,37 (A.D. 295); and Gr. P. Oslo 2,41 (A.D. 331). These loans are all in the homological style and can be contrasted with *dáveta* in the protocol style. *V.*, e.g., Gr. P. PCZ 59001 (263 B.C.) Gr. P. Amherst 2,43 (173 B.C.); and Gr. P. SB 7532 (74 B.C.).

³ *V.* dem. P. Loeb 48 (498 B.C.); dem. P. Cairo 50199 (ii-i B.C.); dem. P. Cairo 50123 (ii-i B.C.); dem. P. Louvre E9293 (499 B.C.); dem. P. Loeb 3 (306/5 B.C.); dem. P. Cairo 30610 (66/5 B.C.); and dem. P. Cairo 50122 (ii-i B.C.).

obligation resulting from the receipt recorded. They were, therefore, especially suited for the acknowledgement of bailments and debts.¹

The Greek ἀπέχειν-Receipt and Its Demotic Counterparts:

The demotic equivalents of the Greek receipts which employ the verb ἀπέχειν are the formulae $m\bar{h}=k \text{ } \bar{t}=y$, "you have paid me in full," and $tw=y \text{ } m\bar{h} \text{ } n \text{ } mn$. "I have been paid such and such in full". In tax receipts the demotic $tw=y \text{ } m\bar{h} \text{ } n \text{ } mn$ is equivalent to the Greek ἀπέχειν-receipt.² In the prodromatic leases the full payment of rent in advance is documented by the ἀπέχειν-receipt in Greek and by the formula $m\bar{h}=k \text{ } \bar{t}=y$ followed by the formula $d\bar{y}=k \text{ } m\bar{t}\bar{y} \text{ } h\bar{z}\bar{t}=y \text{ } n \text{ } h\bar{d}$. "you have caused my heart to be satisfied with money", in demotic.

The formula $m\bar{h}=k \text{ } \bar{t}=y$ followed by the paragraph of satisfaction $d\bar{y}=k \text{ } m\bar{t}\bar{y} \text{ } h\bar{z}\bar{t}=y \text{ } n \text{ } mn$ occurs during the period of Ptolemaic rule at the beginning of demotic sales ($sh \text{ } db\bar{z} \text{ } h\bar{d}$).³ The $m\bar{h}=k \text{ } \bar{t}=y$ clause is parallel to the Greek ἀπέχειν-receipt. One cannot, however, make the paragraph of satisfaction parallel to the Greek ἀπέχειν-receipts in those sales in which $m\bar{h}=k \text{ } \bar{t}=y$ does not occur; for to be satisfied with a price is not the same as to have received it. Moreover, the actual payment of price in a sale was not of such great importance for the conveyance of title in Egyptian law as it was in Greek law. In Greek law there was no sale and no conveyance of title without the payment of price; and sale was a transaction not a contract.⁴ In Egyptian law, however, there is evidence to indicate that sale was a binding agreement which resulted

¹ There is one exception to the parallelism between the ἔχειν-receipts and the demotic formula $d\bar{y}=k \text{ } n=y \text{ } mn$. The demotic formula occurs in sales ($sh \text{ } db\bar{z} \text{ } h\bar{d}$) in acknowledgements of the receipt of price: $d\bar{y}=k \text{ } n=y \text{ } sw\bar{n} \text{ } n \text{ } h\bar{d}$, "you have given me the cash price" (e.g. dem. P. Hauswaldt 7a/7). In Greek sales the ἔχειν-receipt is never used to acknowledge the receipt of price. It is just possible that in the demotic sales, which were contracts and not transactions, the receipt of the price was regarded as establishing the vendor's obligation to surrender the purchase. The $d\bar{y}=k \text{ } n=y \text{ } mn$ formula also occurs in the prodromatic lease dem. P. Cairo 31079 (105 B.C.). The form of the receipt in this lease is exactly the same as that in the demotic sales. The assimilation of prodromatic leases involving the full payment of rent in advance to sales is also attested in the Greek papyri. U. Hermann, 1958, p. 222 *sqq.*

² V. Spiegelberg, 1918, pp. 117 and 120, and Wängstedt, 1954, Nos. 38-40.

³ V. Spiegelberg, 1909, p. 7 and add dem. P. Hauswaldt 7a/1.

⁴ V. Pringsheim, 1950, pp. 90-92.

in an obligation to pay the price and to surrender the title.¹ The primacy of place given to the paragraph of satisfaction follows logically from the fact that it was indispensable for the contract. The insertion of the *mḥ=k* *ḥ=y* formula before the paragraph of satisfaction may have taken place under the influence of the Greek conception of sale.

The Greek ἔχειν- and ἀπέχειν-Receipts:

It is evident from the preceding discussion that there was a distinction between the Greek ἔχειν- and ἀπέχειν-receipts in their application.² An examination of scores of Greek receipts of the Ptolemaic and Roman periods has yielded certain broad patterns of application for these verbs.³ When an instrument documents the receipt of property or money as a bailment or a debt and also documents the obligation

¹ Hier. P. Kahon II,1 (Middle Kingdom) records a petition by an heir of an unpaid vendor for the payment of the sale price agreed upon. It is significant that the petition was not directed toward recovery of the priesthood sold by *imy.t-pr* (cf. Harari, 1959, p. 181, for Dyn. IV). This indicates that the formal agreement to buy and to sell was binding even though the price had not been paid. Further, the Hermopolis Law Code (*temp.* Philadelphos) provided a remedy for an unpaid vendor by which he could recover the sale price through usufruct of the property sold; but the sale was binding. Once the vendor had recovered the price, the property was returned to the purchaser (*v.* Mattha, 1941, pp. 301–303). The employment of a declaration of satisfaction in the demotic sales is itself an indication that the sale may have been regarded as a binding agreement.

² As far as I know the only juristic study of Greek receipts employing ἔχειν and ἀπέχειν is that of H. Erman, 1901, pp. 77–84. He was aware of a difference in meaning between these two verbs in the receipts, but he sought to find the origin in the Greek concept of loan and repayment rather than in the function of the formulae of receipt themselves. Præaux, 1954, pp. 139–146, has attempted to prove that the ostraca which employ ἔχω and ἀπέχω in receipts do not support the theory that verbal prefixes endowed verbs in the present tense with an aorist aspect. Her study is very informative as regards philological details but is not concerned with defining the juristic function of receipts which employ those verbs.

³ I have examined each example that has come to my attention with a view toward establishing the function of the receipt in each case. There are so many examples that it would require too much space within the framework of the present study to set forth the argumentation for determining the function of each receipt. I believe that the results which I have set forth are valid in general and that the exceptions are so few as not to warrant a wholesale rejection of the results; and I have been at pains to put forth those exceptional cases which I regard as most striking.

to repay, the verb employed to express the receipt is ἔχειν. When an instrument documents the receipt of property or money as the payment of taxes, rents, debts, or price, the verb employed is ἀπέχειν. These usages apply strictly to receipts of the forms:

ὁμολογεῖ ὁ δεῖνα ἔχειν παρὰ τοῦ δεῖνα
 ὁμολογῶ ἔχειν παρὰ σοῦ
 ἔχει
 ἔχω
 ὁμολογεῖ ὁ δεῖνα ἀπέχειν παρὰ τοῦ δεῖνα
 ὁμολογῶ ἀπέχειν παρὰ σοῦ
 ἀπέχει
 ἀπέχω

During the Roman period the perfect infinitive active of ἔχειν and ἀπέχειν gradually replaced the present infinitives in receipts which employed infinitive forms of those verbs. The change in tense, for which I can offer no satisfactory explanation, did not obscure the distinction in function observed with respect to these verbs. Also during the Roman period there appear receipts which employ the second aorist active indicative ἔσχον. These receipts were employed in the manner of ἀπέχειν-receipts and not in the manner of ἔχειν-receipts as might be anticipated.¹ Préaux² sees the change in the ostraca as the result of an administrative change in the collection of taxes; and in this case, one may suggest that the practise spread to the formulae of private documents.

In Gr. P. PCZ 2.59265 (251 B.C.) ἀπέχειν is applied to the receipt of a loan from the creditor. It is expressly stated, however, that there was instrument of indebtedness (συγγραφή δανείου) which was on deposit with a syngraphophylax. Although the obligation to repay is mentioned in this receipt, it is clear from the mention of the instrument of indebtedness that the receipt was not intended to secure the obligation to repay. The receipt could only prove that the loan had actually been made and was not a legal fiction; but it could not prove that the

¹ Indeed, in Gr. P. Fayûm 88 (A.D.) iii such an ἔσχον-receipt is denoted an ἀποχή and records a payment of rent in full.

² Préaux, 1954, pp. 145-146.

loan had not been repaid. That was the function of the instrument of indebtedness. The function of the receipt was only to evidence the payment of the loan by the creditor.

This text is, therefore, most helpful in indicating the specialized function of the ἀπέχειν-receipt, which was only to evidence payment; it was the function of an ἔχειν-receipt to evidence an outstanding obligation.

There are several other receipts which merit special attention. In three ostraca of the Ptolemaic period¹ tax collectors use an ἔχειν-receipt to acknowledge the receipt of taxes. These receipts appear to contradict the rule that ἔχειν evidences a receipt which imposes an obligation upon the recipient. It is possible, however, that these were not receipts issued by the royal bank but receipts issued by local tax collectors whose duty it was to deliver the taxes to the royal bank. There exist both demotic and Greek receipts in which such an obligation is acknowledged explicitly by tax collectors.²

In Gr. P. PCZ 2.59258 (252 B.C.) a lessor issues an ἔχειν-receipt to an agent of the lessee for the payment of a year's rent in kind. The rent amounted to forty artabae of wheat: yet as a receipt for such a sizable quantity of grain we have a simple unwitnessed cheirograph. I suggest that the receipt was only issued to the agent only as proof of delivery and that a homological ἀπέχειν-receipt would subsequently have been issued in the name of the lessee himself.³ I suggest that the verb ἔχειν was used because the lessor was receiving the rent in trust from the agent until such time as a witnessed receipt had been issued.

Lastly, note should be taken of those receipts for rents which employ the verb ἔχειν. In Gr. P. Hibeh 1.99 (270/69 B.C.) we have a

¹ V. Wilcken, 1899, Nos. 343 (255/4 B.C.), 1029 (Ptol.), and 1523 (127/6 B.C.).

² Mattha. 1945, pp. 10 and 14, cites both Greek and demotic examples. His remark that *wn* in these receipts "corresponds to ἔχω and the like in the Greek tax-collectors' receipts" is imprecise. The Greek equivalent of the demotic receipt of the form *wn hēd --- r-dy=k st n-y*, "there is such and such an amount of money --- which you have given to me," is probably the receipt of the form ἔστιν ὃ ἔχομεν παρὰ τοῦ δαίνα κτλ., which is attested in Gr. P. PSI 4.370 (250/49 B.C.).

³ As examples of homological ἀπέχειν-receipts for rents I cite Gr. P. Lond. 2.157 (A.D. iii) and Gr. P. Fouad 1.56 (A.D. 79).

receipt of the form $\delta\mu[\omicron\lambda\omicron]γε\acute{\iota} - - - \acute{\epsilon}\chiε[ιν] - - - \acute{\epsilon}\varsigma \tau\acute{\alpha} \acute{\epsilon}\kappa\phi\omicron\rho\iota\alpha$. I think the verb $\acute{\epsilon}\chiειν$ was used because the payment had been made *toward* the rent and that the lessor was under an obligation to credit the sum paid against the total due.

The difference in meaning between $\acute{\epsilon}\chiειν$ and $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ obviously lies in the prefix $\acute{\alpha}\pi\omicron-$. The root of this prefix had the semantic connotation of "separation" and "distance"; and this underlying meaning is evidenced by the preposition $\acute{\alpha}\pi\omicron$, the adverb $\acute{\alpha}\pi\omicron$, and the adjective $\acute{\alpha}\pi\iota\omicron\varsigma$.¹ The translation of $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ as "to have *or* receive in full" which is given by *LSJ*⁹, p. 227, does not seem to do full justice to the force of the verb; and the general practice of translating both $\acute{\epsilon}\chiειν$ and $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ in receipts as "to have *or* receive" obscures the difference in meaning that distinguishes them. The difference between them surely does not lie in the possibility that what was "had" was not had in full but that what was "had away" was "had away in full".² We have $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ -receipts for the partial return of dowries, for example. I suggest that the best that can be done in English to preserve the distinction is to translate $\acute{\epsilon}\chiειν$ by "to receive" and $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ by "to have been paid". One may "receive" things in trust; but one is "paid" the rent or one's salary and takes it *away*.

The Demotic Term iw:

The noun *iw* (*v. supra* p. 60 § 55) occurs in the Brooklyn papyri. Depending upon the context, *iw* may be translated "receipt", "payment", or "release". It is a common term in the legal papyri and is a standard element in the contractual clauses governing evidence of payment (*v. Chapter VIII*); but the number of documents which call themselves *iw* is small. A listing follows with the formulae of receipt characteristic of each:

- a) dem. Ostr. Louvre 7989 (A.D. 29/30) and Wångstedt, 1954, No. 48 (A.D. 28/29) of the form *r-in NN mn*;

¹ *V. Juret*, 1942, pp. 327-328; *Boi-aq.* 1938, p. 69; *Ernout and Meillet*, 1959, pp. 1 and 2.

² *Deissmann*, 1923, pp. 88-90, has made this point. He rendered $\acute{\alpha}\pi\acute{\epsilon}\chiειν$ by "Ich habe Weg" and interpreted this to mean that the speaker had "absolut keinen Anspruch mehr".

- b) dem. Ostr. Berlin 6366 (*temp.* Claudius) of the form $tw=y mh n mn$;
 c) dem. P. Lille 21 (238 B.C.) of the form $dy=k mty h_2^y . t=y n p_2^y h_2^d$
 $n mn, šp=y p_2^y h_2^d - - - n dr . t=k - - - , h_2^y . t=y mty n-im=w, iw=w$
 $mh (n) iwty sp nb^1$; and
 d) dem. P. BM 10528/3 (291 B.C.) of the form $tw=n wy . t r=f n mn^2$.

The list is short but will probably be augmented in the future.³ The formula of example *a* is attested in the Ptolemaic period in the variant form *in NN mn*.⁴ The formula of example *b* is attested in the Ptolemaic period (*e.g.* Mattha. 1945, No. 272 [ii-i B.C.], and dem. P. Adler 24 [89 B.C.]); but there are no instances in which it is designated a *iw*. In all probability, however, the term *iw* could be applied to all types of receipts in the list in both the Ptolemaic and Roman periods.

Examples *a*, *b*, and *c* are receipts for the payment of taxes; and example *d* occurs in a request for a receipt.

It is noteworthy that texts called *iw* should include the paragraph of satisfaction. $dy=k mty h_2^y . t=y n mn$, "you have caused my heart to be satisfied as to such and such"; for this paragraph is the characteristic introduction to demotic sales ($sh db_2^y h_2^d$). It should be observed, however, that not all demotic sales include the paragraph of receipt of Type II (*v. supra* p. 50 §40) and that in sales where this paragraph occurs it is commonly separated from the paragraph of satisfaction. The explanation for this phenomenon appears to lie in the nature of the paragraph of satisfaction and in the legal construction of Egyptian sales. The inclusion of the paragraph of satisfaction in sales ($sh db_2^y h_2^d$) seems to have been intended only to evidence the vendor's agreement to the sale and his acceptance of the sale price and not to evidence the actual payment of the price (*v. supra* p. 100 and note 1). The inclusion of the paragraph of receipt of Type II in some sales but not

¹ This is Sottas' restoration (1921, p. 46). The space suits and is too large for a simple $dy=k n=y$. Cf. dem. P. Lille 30/1.

² *V.* Hughes, 1940, pp. 255-256, and Hughes, 1957, p. 58.

³ Greek receipts which employ the formula $\epsilon\tau\alpha\kappa\tau\alpha\iota\ \omicron\ \delta\epsilon\iota\upsilon\alpha$ are also called *iw* in demotic subscripts, *e.g.* Gr. P. BGU 6.1377 (136 B.C.), 6.1309 (i B.C.), Wilcken, 1899, No. 356. *V.* Mattha, 1945, No. 71 (18 B.C.).

⁴ It may be that dem. Ostr. Med. Habu 7 (ii-i B.C.) is a Ptolemaic example of the formula *r-in NN mn*. Miss. Lichtheim's hand copy of Ostr. 8 shows a mark before *in* similar to that in Ostr. 7; but the mark in Ostr. 8 is untransliterated.

in others suggests that it may have given the evidence of payment and that its omission from a *sh dbꜣ hd* may indicate that the price had not been paid at the time the contract of sale was concluded. This possibility seems to gain some support from an examination of those documents which include the paragraph of satisfaction but which are not sales.

In dem. P. Lille 21 (238 B.C.), cited above as example *c*, we have a receipt for the payment of taxes which includes both the paragraph of satisfaction and the paragraph of receipt of Type II. There are also three other receipts (not designated *hw* and therefore not included in the list) which contain the paragraph of satisfaction and also include the paragraph of receipt of Type II. These are:

- 1) abn. hier. P. Louvre 7847 (552/1 B.C.)¹, which records the receipt of land which had been jointly farmed and was passing into the possession of one of the joint holders;
- 2) dem. P. Lille 30 (iii B.C.), a receipt for money, apparently made out by a mason for services and materials²; and
- 3) dem. P. Cairo 30614 (89/8 B.C.), a receipt for rent.²

There are also a number of texts which begin with the paragraph of satisfaction but do not include the paragraph of receipt of Type II. In these a husband acknowledges the receipt of a sum of money from his wife as an endowment (*scnh*) or as the price of all his possessions.³ It is improbable that the sums of money received in the instruments of endowment were handed over in every case; and in the case of the sales in marriage settlements, it is even more unlikely that the husband actually received from his wife the price of all his possessions. The purpose of these documents was clearly to establish the wife's claim to maintenance and her rights in her husband's property. The omission

¹ This text is written in "abnormal" hieratic but employs formulae typical of demotic legal texts but not otherwise attested in "abnormal" hieratic texts.

² The text begins *mh=k t=y*, "you have paid me in full".

³ Examples of endowment documents are dem. P. ORINST 17481; dem. P. Mich. 4526 A1; dem. P. Cairo 30607, 30608, 30616b; dem. P. Bibl. Nat. 224; dem. P. Heidelberg 10; and dem. P. Mich. 347. Examples of sales of husbands' property are dem. P. Leyden I 381; dem. P. Cairo 30609; and dem. P. Bibl. Nat. 225.

of the paragraph of receipt of Type II can scarcely be a scribal idiosyncrasy or oversight in so many documents from so many different parts of Egypt. The paragraph of satisfaction apparently sufficed to make the agreements binding upon the husband just as it was sufficient to make an ordinary contract of sale binding upon the vendor.

Some receipts for the full payment of rents in prodomatic leases¹ also include the paragraph of satisfaction, but it is always accompanied by the formula $m\bar{h}=k \text{ } \bar{t}=v$ and the paragraph of receipt of Type II. In the case of rents it is more likely that the lessor had received the money than that his declaration of satisfaction was needed for the validity of the lease. The fact that we also have receipts for the partial payments indicates that the receipts were only included when a payment had actually been made. I suspect that the paragraph of satisfaction was introduced into the receipt for the full payment of rent in advance because leases of this type had been assimilated to sales. (*V. supra* p. 98 n. 2). The assimilation of such leases to sales seems to be based on the fact that by paying up the lease in advance the lessee in a sense gained title to the property for the duration of the lease. The paragraph of satisfaction may, therefore, have been introduced on the analogy of the instruments of sale. But whatever the reasons for its introduction, the important point for our discussion is that the paragraph of satisfaction does not of itself constitute a receipt.

Lastly, the paragraph of satisfaction, without the paragraph of receipt of Type II, occurs in dem. P. Cairo 30657 (537 B.C.), which appears to be a release from responsibility for a deposit.² Since no mention is made of the actual receipt of the deposit, it may very well be that it was not returned. The paragraph of satisfaction was apparently sufficient to release the deposittee from any further liability.

With regard to the paragraph of satisfaction, then, it appears to have been sufficient to create a binding agreement but not *per se* to have been evidence of payment without the presence of the paragraph of receipt of Type II. The only text which contains the paragraph of sa-

¹ *V. dem. P. Cairo 30613/11-12, 30615/15, and dem. P. Botti.*

² This is the interpretation proposed by M. Malinine. 1958, p. 200. The text is not without obscure points, but Malinine's interpretation fits the data. The text does not state what the responsibility for which the release was given was, but it was probably either to return the deposit or to make good its loss.

tisfaction and is called a *iw* also contains the paragraph of receipt of Type II.

In example *d* a receipt (*iw*) was requested for money which had been sent to an oikonomos. The request was expressed as follows:

mtw=tn ir n=y iw r-r=f dd tw=n wy. t r-r=f n p3 hd ---,

“You will make for me a receipt for it, saying, ‘We are far from him (*i.e.* you) with regard to the money ---.”

The formula *tw=y wy r-r=k n mn* is the salient characteristic of the instruments of withdrawal (*sh n wy = σπυγγραφὴ ἀποστασίου*); and it is of great interest to discover that these could be classed as receipts.

There are two instruments of withdrawal known to me in which claims to the fulfillment of obligations to pay are renounced.¹ Although the fact that the payment had been made in full (*mh*) is recorded in both instruments, it is the renunciation of claim to the obligation which is emphasized. Moreover, in the Louvre² there is a text which combines the formulae *tw=y wy r-r=k n mn* and *tw=y mh n mn* to acknowledge the receipt of an inheritance by a legatee. In the Louvre text and in dem. P. Turin 174,14 the promise not to challenge the payment is secured by contractual penalties; and in the Louvre text this promise is reinforced by a mulct to be paid to the “burnt offerings and libations of the king and queen”. All three texts are parallel to the dispositive receipts recognized by A. B. Schwarz (*v. supra* p. 96 n. 2) in the Greek papyri; for they evidence payment, extinguish the obligation to pay, and employ mulcts to reinforce the promise not to challenge the payment.³

The fact that a *sh n wy* could be classified as a *iw* is also of importance for the problem of the Egyptian bipartite documentation of sales by means of a *sh db3 hd* and a *sh n wy*. We have already suggested that the le-

¹ These texts are dem. P. Adler 20 (93 B.C.) and dem. P. Turin 174,14 (127/6 B.C.). In both instances the obligations arose out of instruments of loan.

² *V. Revillout*, 1880, pp. 303–307 (125/4 B.C.).

³ In particular the mulct dedicated to the offerings of the king is a detail common to both the Greek and demotic papyri. For the occurrence of this mulct in the Greek texts consult A. B. Schwarz, 1920, pp. 100–101. It appears that mulcts of this type were borrowed into Egyptian law from Greek law. (*V. Chapter X infra*).

gal effect of a declaration of satisfaction in the *sh dbꜣ hꜣ* was not to evidence the payment of the price but to establish the purchaser's title. The Egyptian sales do not document the sale of fungibles but only of real property (including cattle and slaves). According to the Hermopolis Law Code (*v. supra* p. 100 n. 1) an unpaid vendor in a sale of real property was provided the legal remedy of retention by which he could obtain the usufruct of the property sold until he had recovered the price due. If, however, a purchaser could produce a *sh n wy* by which the vendor renounced any claims against or right in the property sold, would this document not successfully prevent the vendor from executing a retention upon the property sold? I suggest that it would and that there would be a strong impulse for all purchasers who had paid the sale price to seek to have a *sh n wy* drawn up at the same time that the *sh dbꜣ hꜣ* was drawn up even if it should be stated in the *sh dbꜣ hꜣ* that the price had been paid. The *sh n wy* would certainly be a powerful protection for the purchaser's right to the unhampered enjoyment of his purchase. Whether there were other remedies available to the unpaid vendor in a sale of real property one cannot say at present, but it seems clear from the Hermopolis Code that an Egyptian contract of sale produced an enforceable obligation to pay price.

Presumably a *sh n wy* could be included in the category of *hw* because it could effectively cancel obligations to pay.

The common denominator among the texts called *hw* is that they were drawn up to give evidence of payment or to substitute for payment. It seems, therefore, that those texts which included receipts but which were drawn up to evidence outstanding obligations would not have been called *hw*.

The Greek Term ἀποχή:

The Greek term for receipt, ἀποχή, is rare in Ptolemaic¹ but relatively common in Roman papyri.² I have collected 39 texts which call them-

¹ I have but three examples: Gr. P. Hibeh 1.162 (230/229 B.C.); Gr. P. Reinach 1.12 (111/110 B.C.) and 1.30 (110 B.C.).

² I have over 50 examples. For the meaning "receipt" for ἀποχή see LSJ⁹ p. 227; Preisigke, 1925, cols. 201–202 and 1915, p. 31 and 1910, p. 230; and Wilcken, 1899, p. 58. In certain contexts ἀποχή means "distance" or "abstinence". The term appears as a loan word in demotic, *tꜣ ꜣpwkh*, in Thompson, 1913, Gr. Ostr. 95 (A.D. ii).

Evidently the instrument pledged is none other than the instrument in which the surrender of the pledges is recorded.¹ If the debtor defaulted, the instrument would serve to evidence the creditor's right to retain the pledge. Presumably the debtor would not need a receipt for the pledge since its return would be a condition for the repayment of the debt.

A creditor might, however, demand as security for a debt pledges whose value exceeded that of the total debt incurred. Indeed, this would be desirable from the creditor's viewpoint since, if forced to dispose of the pledges to recover his debt, he might run the risk that he could not sell the pledge for a high enough price. I consider it probable, therefore, that, even though no receipts for pledges are known to me among the demotic papyri, such were occasionally issued to protect debtors against their creditors' retaining pledges in lieu of accepting repayment.

That disputes about pledges did arise is well evidenced by dem. P. Ryl. 36 (90 B.C.). The situation is not entirely clear, but it is evident that a creditor was in the possession of some pledges. It seems that a debt had been partially repaid and that a dispute had arisen over precisely how much money was secured by each pledge. Apparently 200 deben were owed, and 100 had been repaid. The creditor was in possession of three pledges and claimed that all three were required to secure the balance of the debt. The defendant argued that no part of the balance was secured by (*lit.*, "on the head of", *r d3d3*) a mirror which was among the pledges. The defendant was ordered to swear to her allegation; but the creditor proposed as an alternative that if the defendant would pay 35 deben down and 25 deben later, he would surrender the contested pledge and regard the entire matter as settled.²

In the Instructions of Onchsheshonqy (dem. P. BM 10500, col. 16/21) the following advice is given:

m-ir dy. t hq r ms. t iw mn iw. t (n)-dr. t=k,

¹ See also Pestman, *op. cit.* p. 109 and note 62.

² V. Sethe-Partsch, 1920, pp. 388-409 and pp. 673-679, who provide the earlier bibliography on p. 385. The interpretation adopted here is that of Seidl, 1962, p. 139. For another interpretation consult Kaplony-Heckel, 1963, pp. 289-290.

"Do not loan money at interest when there is no security in your hand."

I take it that the passage refers to the actual possession of the securities in preference to Glanville's less specific rendering, "without security".¹

For the seizure of pledges we have the testimony of the instruments which established the regulations of Egyptian cult societies. A recurrent provision in these instruments empowered the societies' representatives to enter the homes of members delinquent in the payment of their dues and to bring away pledges for the money owed:

*r p3 rd (n) p3 c . wy r sm r p3 y=f c . wy iw=f in t3 iwy . t (n) n3 hd . w
(n) rn=w.*

"and the representative of the House will enter his (*i.e.*, the delinquent member's) home and will bring the security of the money in question."²

Instruments were also pledged. In dem. P. Berlin 3108 (98 B.C.) a certain Montuemhet acknowledged to one Nakhtmont a debt which consisted of several objects.³ He promised to hand over these objects by a fixed term. He also stipulated that, if the term were reached (without his having handed over the objects), Nakhtmont would withdraw the security of the objects (*mtw=k st3 . t iwy . t n n3 nkt nty sh hry*, "you will withdraw the pledge of the things which are written above") while the debtor would have renounced his claim to an instrument

¹ *V.* Glanville, 1955, p. 39, and Stricker, 1958, p. 69: "Leen geen geld uit tegen rente, zonder dat Gij een onderpand in Uw hand hebt."

² *V.* dem. P. Cairo 30605/7 (157/6 B.C.), 30606/7-8 (158/7 B.C.), 31179/8 (148/7 B.C.), dem. P. Hamburg 1/7 (151 B.C.), and dem. P. Prague line 9 (137 B.C.). In corresponding Greek papyri the president of the cult was empowered to seize (*ἐνεχειράσειν*) the persons of delinquent members and the persons of their slaves. *V. Gr. P.* Mich. 2.244/10-12 (A.D. 43) and 2.245/37-42 (A.D. 47).

³ The debt was described as an *c_{kr}*, a word which is ἀπαξ λεγόμενον. Sethe, 1920, p. 494 (followed by Erichsen, 1954, p. 74) suggested that *c_{kr}* means something like "deposit". Seidl, 1962, p. 138 and n. 8, has recently suggested that *c_{kr}* was related to an Aramaic word *3kr*, "loss," "forfeiture," as a source for which he cited only Aram. P. Kraeling 7/25. No such word is to be found at that reference; nor have I been able to discover any such word in Hebrew or in the indices to Cowley and Kraeling. The passage cited by Seidl does contain the word *3kd*. Has there been a confusion of *d* and *r*?

of sale (*sh dbꜣ hd*) which he had drawn up for Nakhtmont.¹ Evidently here, as in dem. P. Adler 10 cited above, the instrument was itself a pledge which remained in the creditor's possession. By releasing the instrument of sale the debtor would confirm the conveyance of title and relinquish all right to the property sold.

In addition to the demotic examples we have a reference to the surrender of instruments as security in Gr. P. BGU 4.1148 (13 B. C., from Alexandria). Part of the arrangements attendant upon the extinguishment of a debt was the return of documents relating to the title to properties which had secured the debt (including the documents "of previous owners" *προκτητικ(άς)*). The extinguishment was based upon the sequestration (*κατοχή*) of properties *ἀκολουθῶς τοῖς τῆς χώρας νόμοις*], "according to the laws of the country" (*i.e.* according to native Egyptian law).²

The surrender of documents as security for debts brings us into the sphere of liens: for, while the instruments were held by the creditor as pledges, it was the property title to which was embodied in the instruments which was the ultimate security for the debt. By surrendering the documents the debtor was granting the creditor a claim to the property or the right to lay a charge upon it. Nor was this practice limited to the surrender of instruments of sale. In dem. Ostr. BM 25487/9-10 marriage documents were tendered as security.

The surrender of title deeds would also have aided a creditor to prevent the debtor's disposing of property which secured a debt before that debt were extinguished.³

¹ For *stꜣ*, "redeem" (*i.e.* withdrawal of securities by the debtor) consult Sethe, 1920, p. 312 and *ASAE* 22 (1922) p. 270: **ΕΠΙΔΗ ΔΙΟΥΩΖ ΟΥΖΑΤΗΡ ΝΒΕΝΙΤΕ ΖΑΖΤΗΚ ΝΕΟΥ ΜΠΙΘΜΘΟΜ ΝCOTQ ΕΙC ΖΗΤΤΕ ΔΙΑΠ- ΟCΤΑCΕ ΜΜΟQ ΝΑΚ**, "Whereas I deposited an iron hammer with you as a pledge and have been unable to redeem it, behold I have made it over to you." In dem. P. RyI. 31 (119/8 B. C.?) the payment of money was acknowledged and accompanied by the circumstantial clause *hw i(w)=k stꜣ npꜣy=k e. wy*, "you having redeemed your house".

² Whether the Egyptian practice of handing over title deeds to properties put up as security had any influence upon a similar usage in the *ἀπάλλαγμα* of the Roman period is a question which needs further consideration. V. Taubenschlag, 1955, p. 275, who provides a bibliography.

³ This is probably why the creditor in Gr. P. BGU 1148 was in possession of the title deeds which were being returned.

Conditional sales contracts (a form of lien):

Conveyances, conditional upon the debtor's default, were also employed to secure debts. An instrument of sale was incorporated into the text of an instrument which recorded the debt. All the instruments of this type known to me (10 examples) have the following form:

- 1) date
- 2) record of acknowledgement
- 3) acknowledgement of indebtedness (always using the formula *wn-mtw=k mn i-ir-n=y*, "you have such and such against me")
- 4) promise to repay by a fixed term
- 5) a conditional sentence, the protasis of which envisions the debtor's default, while the apodosis consists of the complete text of an instrument of sale (*sh db₃ hd*) including a warranty and the consent of persons possessing rights in the property sold (*v. e.g.*, dem. P. BM 10525/2 *sqq.*, "If I fail to pay you the money ---, (then) you have caused my heart to be satisfied. *etc.*")
- 6) signature of the notary
- 7) names of the witnesses

The drawing up of such a conditional sales-contract necessitated the payment of a sales-tax, which amounted to 2% of the sale price.¹ The suspensive nature of the conveyance was recognized by the tax authorities; and they only charged 2% instead of the normal 5% of the sale price.²

If a debtor defaulted, he gave to the creditor an instrument of withdrawal (*sh n wv*), which protected the creditor against any effort by the debtor to contest the conveyance. In dem. P. Hauswaldt 18a (212/211 B.C.) we have a demotic conditional sales contract of the type under discussion; and in dem. P. Hauswaldt 18b, dated

¹ In Gr. P. Lond. 3.1201 the tax was paid two months after the term set for the repayment of the loan. In Gr. P. Lond. 3.1202 the tax was paid 23 days after the instrument was drawn up.

² The amount of the sales tax is given in the Greek dockets cited in the preceding note. The same two per cent. sales tax is recorded for a *συγγραφή ἐποθήκης* "an instrument of security," dated A.D. 79 (Gr. P. Oxy. 2.243/45-49). *V. Schwarz*, 1911, pp. 35-36 and 58-61; and 1937, p. 256.

one year later, we have the debtor's instrument of withdrawal (*sh n wy*).¹

If the debt were repaid on time, the entire instrument which embodied the conditional sale was crossed out and thereby cancelled. Apparently it was unnecessary for the creditor to write up a release (*sh n wy*) from the conditional sale since it had not gone into effect.

The conditional sales-contracts include no provisions for execution against the debtor or his property in the event of default; and it is evident that when the sale went into effect, it constituted a forfeiture which extinguished the debt.

Whether other measures were taken (e.g. registration of the lien) during the course of the transaction is at present unknown.

In dem. P. BM 10425/10-14 (ii B.C.) a debtor acknowledged his indebtedness and made the following statement:

*dy=y n=k p3y=(y) c. wy — — n iwyt. t n-im=w sc-tw=y mh=w n=k r
ln r p3 sw hrw nty hry. iw=y tm mh=w n=k, l(w)=k m-s3=y n ir n=k
sh db3 hd r p3y=(y) c. wy nty hry n p3 ibd m-s3 p3 ibd (n) rn=f n
htr (n) iwty mn*

"I have given to you my house — — as security for it (i.e., the debt) until I have paid it to you by the above term. If I do not pay it to you, you have a claim upon me to make for you an instrument of sale for my house, which is (specified) above, in the month after the month in question, necessarily (and) without delay."

What the debtor meant by "I have given" is not clear. Was the creditor in possession of the house? Did the debtor mean only that the house had been set aside as security? If the creditor was not in possession of the house, then his debt was secured only by the debtor's obligation to sell.

¹ U. Sethe-Partsch, 1920, pp. 246-287. In dem. P. Adler 22 (90 B.C.) we have another such *sh n wy*. Lines 12-13 should be read as *tw=n wy i-hr=tn n p3 hp n p3y [sh] db3-hd r-ir n=tn [VN] p3y=(y) it*, "We are far from you with regard to the right of that [instrument] of sale which my (sic) father [NN] made for you". Dem. P. Loeb 63 (la. Pt.1.) may also be a *sh n wy* of this type (r. line 7).

The Trustee (c_rb_t):¹

The agreements (*lm*) made before a trustee (*c_rb_t*) occupy a position somewhere between a lien and a mortgage. According to such agreements a debtor surrendered instruments to his creditor on the condition that, if the debt were repaid promptly, the instruments would be returned. An instrument (*ŝ^c. t (n) lm*) was drawn up in which the parties acknowledged their agreement before a third person, called a trustee (*c_rb_t*); and the instrument of agreement was entrusted to the trustee. If the debtor paid promptly, then the trustee was obligated to surrender the instrument of agreement to the debtor; and the creditor relinquished all claim against the trustee for that instrument.² If the debtor defaulted, then the trustee was obligated to surrender the instrument of agreement to the creditor; and the debtor relinquished all claim against the trustee for that instrument.³

The instruments which the debtor surrendered to the creditor clearly constituted a security for the debt. They evidently made no reference to the reasons for which they had been drawn up and handed over to the creditor; and the instrument of agreement in the possession of the trustee was apparently the only evidence that the creditor was not entitled to the immediate exercise of the rights documented in the securities.

It is also evident that the instrument of agreement was the only evidence of the debtor's indebtedness. No mention was made of a separate acknowledgement of indebtedness; and no provision was made for the return of any such document to the debtor if he made prompt repayment. The instrument of agreement passed into the creditor's possession if the debtor defaulted; and if there had also been a separate acknowledgement of indebtedness in the creditor's possession.

¹ The explanation of the roll of the *c_rb_t* and the significance of the *ŝ^c. t (n) lm* was the achievement of Prof. C. F. Nims, who set forth his discovery in his doctoral dissertation at the Univ. of Chicago. C. F. Nims, 1938, pp. 78-82 and 1960, pp. 266-276.

² *V. dem. P. Loeb 62/12: [iw=f wy r p3] c_rb_t -- (n) n3 h[n.w] nty iw n dr. t=f --- iw=w dy. t n= n-lm=w (n) p3 hrw (n) rn=f (n) h'r (n) iwtv mn*, "[he (*i. e.* the creditor) being far from the] trustee --- with regard to the [agreements] which are in his possession --- they (*i. e.* the agreements) being given to me (*i. e.* the debtor) on the day in question (*i. e.* the day on which repayment is made), necessarily (and) without delay." *Cf. dem. P. Mich. 4526.B1/x+1-x+2.*

³ *V. dem. P. Loeb 62/17-18 and dem. P. Mich. 4526.B1/x+10.*

the debtor would have had no way to prove that the forfeiture of his securities had extinguished his debt unless such an acknowledgement of indebtedness were returned. He would have been in danger of being pressed for repayment of the debt in addition to having forfeited his securities.

The trustee occupied a place in the arrangement not unlike that of the Greek *συγγραφοφύλαξ* (keeper of the instrument).¹ Like the *συγγραφοφύλαξ* the demotic trustee did not actively participate in the agreement. His duties were set forth in the declarations of the debtor and the creditor; but no declaration by the trustee was recorded.

It is possible that in Gr. P. Enteuxis 52 (= Gr. P. Magd. 30 [219/8 B.C.]) we have a Greek petition which refers to an Egyptian arrangement of this type. The petitioner alleged:

“I am being wronged by Paōs — —. For I placed as a deposit with his father Pete[...] an Egyptian contract which Pekhysios drew up for me for the rent of 74 artabae of wheat which he owed me for year three. (The deposit was made) on the condition that if he (*i.e.* Pekhysios) did not repay me, I should recover the instrument from him (*i.e.* Paōs’ father). Now Paōs’ father, Pete[...] has died — — and Paōs, his son, is in possession of the instrument. Although requested by me . . . he does not hand it over.”

Clearly Pekhysios had not repaid the debt. Otherwise, the petitioner would have no right to petition for the return of the instrument which was on deposit. I suggest that the “Egyptian instrument” on deposit may have been a *ἔγ. τ (n) ἰμ* of the type under discussion and that Paos’ father may have been a trustee (*ἑρβτ*). That no mention was made in the petition of any documents in the possession of the creditor does not invalidate this interpretation since the creditor’s petition was concerned only with the recovery of the instrument on deposit. A study of other Greek texts which use the term *μεσιδίον* and etymologically related words (*e.g.* *μεσίτης*, *μεσιδίω*, and *μεσιτεία*) may furnish further useful information.

In dem. P. Michigan 4526.B1 the instruments surrendered by the

¹ V. Seidl, 1955, p. 430 and Lotter, 1952, pp. 217–222 [v. Seidl, 1962, p. 60].

debtor to the creditor were an instrument of sale (*sh db3 hq*) and an instrument of withdrawal (*sh n wy*). If the debtor did not pay on time, the creditor gained full control of the instruments, which were made out in his name. He would thereby become owner of the property sold. During the term allotted for repayment of the debt who was owner of the property? The answer is indicated in lines x + 5 and x + 6 of the *sc. t (n) hm*. The debtor there declares that if she defaults, "I shall be far from them (*i.e.* the creditor and the trustee) with respect to my part share whose measurements and boundaries are written above (*i.e.* the property conveyed by the *sh db3 hq* and the *sh n wy*): and he (*i.e.* the creditor) shall pay its (*i.e.* the part share's) one twentieth to the bank of Pharaoh, l.p.h., on one day within ten days after the aforementioned term (for repayment of the debt)". The one twentieth is the five per cent. sales tax which the Ptolemies levied upon all conveyances of real property.¹ Thus no sales tax had been paid when the instruments had been drawn up, and it is most unlikely that any conveyance would have been effective without the payment of some tax. It will be recalled that a two per cent. sales tax was paid on conditional sales contracts (*v. supra* p. 114).

Dem. P. Ryl. 19 (118 B.C.) furnishes the text of a demotic instrument of sale (*sh db3 hq*) and a Greek trapezite docket recording the payment of a sales tax in 113 B.C. In dem. P. Ryl. 24 (113 B.C.) is recorded the text of an instrument of withdrawal (*sh n wy*) drawn up in 113 B.C. by the sisters of the vendors in dem. P. Ryl. 19 on behalf of the purchaser in that same document. Griffith (1909, III pp. 147 and 276) restored the crucial passage in dem. P. Ryl. 24 as follows:

*tw=n wy r-r=k n p3 hp n p3y sh 2 [r-ir=k n Hr-m-hb s3] Hr hn^c Šlh
s3 Hr mw.t=w T3-Γ3k⁷ n3y=n sn.w etc.,*

"We are far from you with respect to the right of those two in-

¹ On the five per cent. sales tax consult Préaux, 1939, pp. 331-336. The tax was known as the *εγκύκλιον*, *έλος άνής*, *τέλος*, or *ίκουσή*. Cf. dem. P. Berlin 3112/7 (175 B.C., Thebes), which contains a subscription to a copy of a *sh (n) db3-hq* stating: *wf=w p3y=f 1/20 (r) p3 shn (n) Pr-c3*, "its 5% has been paid to the Royal Bank". Dem. P. Berlin 3111/5-6 (176 B.C., Thebes) contains a demotic trapezite docket recording a similar payment; and dem. P. Berlin 3098+5507 (147 B.C., Thebes) *ma*: record another such payment.

struments [which you made for Harmahi son of] Hor and Shleh son of Hor, their mother being Ta-Γ_____, etc.”

I propose that the passage be restored:

tw=n wy r-r=k n p3 hp n p3,y sh 2 [i-ir n=k Hr-m-hb s3] Hr hm^c Shh s3 Hr.

“We are far from you with regard to the right of those two instruments [which Harmahi son of]Hor and Shleh son of Hor --- [made for you].”

As I envision the situation, the brothers drew up in 118 B.C. an instrument of sale (*sh db3 hd*) and an instrument of withdrawal (*sh n wy*), of which we now possess only the instrument of sale. Five years later in 113 B. C., the sales tax on the property sold was paid; and the sisters of the vendors renounced through a *sh n wy* (i. e. dem. P. Ryl. 24) any claims which they possessed against that property. The five year interval between the drawing up of the instruments of sale and withdrawal and the payment of the sales tax and the renunciation of claims by the vendors' sisters suggests that we have here an agreement similar to that recorded in dem. P. Mich. 4526.B1. The property sold was actually put up as security for a debt. Evidently the debtors defaulted, for five years later the sales tax was paid and the conveyance confirmed. Thus, I see in dem. P Ryl. 24 not a release from a sale (so Griffith, 1909, III p. 148) but a confirmation of a sale. Moreover, since the sales tax was not paid at the time the sale was drawn up, I do not think it proper to term the arrangement a mortgage.

Mortgages:

Another form of Egyptian security more closely approximates a mortgage in that the conveyance of the security was absolute in form but did not immediately extinguish the debt. In this case the debtor had the right to redeem the conveyance. The term for redemption may have corresponded with the term for the repayment of the debt which the mortgage secured.

Such mortgages were recorded in instruments which had a distinctive format. On the right hand side of the papyrus was a Greek protocol loan (*ἐδάνεισεν ὁ δέϊνα*). On the left side and on the upper portion of the

papyrus were a demotic instrument of sale (*sh db3 hd*) and a demotic instrument of withdrawal (*sh n wy*); and below these was a Greek homological sale (*ὁμολογῶ πεπρακέναι*).¹ The borrower in the loan was the vendor in the sale.

<i>sh n wy</i>	<i>sh db3 hd</i>	Greek Loan
Greek Sale		

Demotic mortgages apparently required a reconveyance or release by the creditor if the debt were repaid; for the conveyance went into effect immediately. In dem. P. Philadelphia 20 (237 B.C.) a release (*sh n wy*) of claim to an instrument of sale (*sh db3 hd*) and an instrument of withdrawal (*sh n wy*) is recorded.

In dem. P. Adler 20 (July 5, 93 B.C.) a release (*sh n wy*) was issued for an instrument of sale (*sh db3 hd*) which had been drawn up in the town hall of Pathyris seven years earlier (October 31, 100 B.C.).² The sale had secured a debt contracted in the same year (100/99 B.C.) the Greek (!) instrument of which survives (Gr. P. Adler 15). The precise date on which the loan was drawn up is lost in lacuna; but the debt was to be repaid "in the month of Pakhōn of the same 15th year" (*i.e.* between May 15 and June 13 of 99 B.C.). In all probability the loan and the sale were drawn up on the same day (*i.e.* October 31, 100 B.C.). Since the release was effected through a demotic *sh n wy*, presumably the sale was also in demotic. In this instance the possibility of redemption continued to exist long after the term set for the repayment of the

¹ On these texts consult Johnson, 1915, pp. 176-179, 403 and p. 424, and Taubenschlag, 1955, p. 272. All the texts of this form date to the 1st Century, A.D.

² Griffith, 1939, pp. 98-99, translated (*n*) *p3 3rgn* (*n*) *Pr-H.t-Hr* by "for (?) the archon of Phathor" or "in the office of (?) the archon of Phathor". The demotic *3rgn* is the Greek ἀρχεῖον, and (*n*) *p3 3rgn* (*n*) *Pr-H.t-Hr* corresponds to ἐπι τοῦ ἐν Παθύρει ἀρχείου. The ἀρχεῖον was the office of the agoranomos before whom the sales in Pathyris were drawn up (*v.* Gr. P. Adler 1/7 and 3/9). For a Greek release from a mortgage from Pathyris consult Gr. P. Heidelberg 1278/5-7 (111 B.C.): ἐπελύσατο --- ὄνην ψιλῶ τόπων --- ὃ ἐπέθετο --- κατὰ συγγραφὴν ὄνης ἐν πίστει ἐπὶ τοῦ ἐν Παθύρει ἀρχείου ἐφ' Ἡλιοδώρου ἀγορανόμου, "NN has redeemed --- a sale of vacant ground --- which he put down as security --- according to a sale on trust at the town hall in Pathyris in the presence of Heliodōros the agoranomos ---". See also Pierce, 1964, pp. 170-173.

debt had expired (the release is dated July 5, 93 B. C.). The arrangement evidenced by these papyri clearly foreshadows the Graeco-demotic mortgages of the Roman period and may even correspond exactly with them.

Problems connected with Egyptian mortgages and conditional sales:

The Egyptian mortgages have several noteworthy details. In the first place, neither the loan nor the sale made any reference to one another or to the fact that the sale was a mortgage; and were it not for the fact of their disposition on the same papyrus, there would be no compelling reason to regard them as closely related. Moreover, the Greek loans included a clause which granted the creditor the right of execution against the debtor and his property.¹ Likewise the Greek loan Gr. P. Adler 15/20–24 discussed above, which was also secured by a mortgage, granted the creditor the right of execution against the debtor and his property. It will be remembered that the conditional sales contracts made no such provision; for, when the sale went into force, the debt was extinguished.

Among the Greek papyri from the Grapheion of Tebtynis are several instruments and copies of instruments of the Roman period which are similar to the Egyptian mortgages.² On one side of the papyrus is recorded the receipt of a loan (*ἔχω τὸ δάνειον*); on the other is a homological record of sale (*ὁμολογῶ πεπρακέναι*) of exactly the same form as that which occurs below the demotic *sh dbz hd* and *sh n wy* in the mortgages. In other documents from the same collection³ we find demotic instruments of sale (*sh dbz hd*) and withdrawal (*sh n wy*) placed side by side – as in the mortgages – with a Greek homological record of sale below. The Greek sale is of the same type as that found in the mortgages. The Greek homologies which appear below the demotic texts sometimes refer to the fact that the sale was effected by demotic documents (*κατὰ Αἰγυπτίας συνγραφάς*, Gr. P. Mich. 5.249/1

¹ *V.* Gr. P. Ryl. 2.160d/18–21 and Gr. P. B.G.U. 3.910/26–27.

² These are Gr. P. Mich. 5.328 (A. D. 29), 329–330 (A. D. 40), 332 (A. D. 48), and 335 (A. D. 56). *Cf.* Gr. P. Ryl 160c (A. D. 32) which is of the same form.

³ *V.* Gr. P. Mich. 5.308 (A. D. i), 253 (A. D. 30), 249 (A. D. 18), and 250 (A. D. 18).

and 250/2–3) but not always (Gr. P. Mich. 5.253).¹ Other Greek homological sales affirm that the conveyance was effected through the homology itself (*κατὰ τήνδε τὴν ὁμολογίαν ταύτην*, Gr. P. Mich. 5.254–255/1 and 295/1; *κατὰ τήνδε τὴν πρᾶσιν ταύτην*, Gr. P. Mich. 5.307). Of the papyri which contain a Greek sale and loan side by side, three (Gr. P. Mich. 5.328, 329–330, and 335) make no reference to the instrument of sale; and one (Gr. P. Mich. 5.332/1–2) records that the sale was effected through the homology itself. Considering the intermingling of demotic and Greek material from this archive the possibility cannot be excluded that the three other instruments may have involved demotic sales.

That the Michigan combined sales and loans represent a form of security is proved by docketts on the verso of two of them (Gr. P. Mich. 5.332 and 335) in which they are called *ὑποθήκαι*, “securities”. They differ from the Graeco-demotic mortgages, however, in that the acknowledgement of the loan makes no provision for execution against the debtor’s person or property. In this respect they are nearer to the demotic conditional sales contracts than to mortgages.

The editors of the Michigan papyri concluded that they were examples of *ὄναι ἐν πίστει*, sales on trust.² This may be so, but it is not beyond doubt. There is no assurance that the term *ὑποθήκη* included *ὄναι ἐν πίστει*; and there is no Greek text known to me which calls itself an *ὄνη ἐν πίστει*. A. B. Schwarz, whose studies on Greek securities must weigh heavily in any discussion of this problem, was inclined to regard *ὑποθήκη* as restricted in application; and he noted a tendency for it to be applied to securities which did not require a reconveyance but not to securities open to redemption which did require a reconveyance.³ On the other hand, Seidl, in his presentation of securities in the law of Ptolemaic Egypt, tended to treat the term *ὑποθήκη* as if it applied to any form of security which did not pass into the possession

¹ There also separate copies of Greek homologies which occurred below demotic instruments; and these also refer to the fact that the sale was effected through Egyptian documents. *V.* Gr. P. Mich. 5.293/2, 294/1, 296/2 *et al.*

² A bibliography on the *ὄνη ἐν πίστει* is given by Taubenschlag, 1955, p. 272. *V.* also Pringsheim, 1950, index of Greek words s.v. *ὄνη ἐν πίστει*; Mitteis, 1912, pp. 141–165; and Rostovtzeff, 1931, pp. 14 *sqq.*

³ *V.* Schwarz, 1937, pp. 245–272 and especially p. 251.

of the creditor before default.¹ The sources on this problem require a systematic reworking which is not within the scope of this discussion. One point may be noted, however. In Gr. P. Heidelberg 1278 (111 B.C.) a release is issued for an *ὄνη ἐν πίστει*: and the property mortgaged is described as that which the debtor had "put down as security" (*ὄν ἐπέθετο*).² The use of *ὑποτιθέσθαι* may indicate that the term *ὑποθήκη* could properly be applied to an *ὄνη ἐν πίστει*. But even if an *ὄνη ἐν πίστει* could be termed a *ὑποθήκη*, this does not prove that the Michigan documents record *ὄναι ἐν πίστει*.³

On the basis of the evidence available to me I see no way to establish the relationship, if any exist, between the Michigan Greek security sales and the mixed Graeco-demotic mortgages or between those security sales and the *ὄνη ἐν πίστει*. It is not impossible that the Michigan texts represent a conditional sales contract similar to the Egyptian one. Both were termed *ὑποθήκη*, and both omitted any provision for execution against the debtor's person or property.

As for the appearance of a provision for execution in the loans of the Graeco-demotic mortgages, it may be that the creditor had a choice between accepting the conveyance in final payment of the debt and proceeding against the entire property of the debtor. In several Greek papyri the creditor is presented with just this choice.⁴ This provision is a feature of loans which stipulate that if repayment is not made on time, the possession and ownership of the property put up as security remains (*μένειν*) with the creditor. It is also agreed that instead of

¹ F. Seidl, 1962, pp. 140-141.

² Schwarz, 1937, p. 251 n.1. regarded this and similar examples as indicating that the distinction between forfeiture securities and conveyance by way of security was not always carefully maintained in the texts.

³ Two common assumptions about the *ὄνη ἐν πίστει* require reexamination: 1) that the *ὄνη ἐν πίστει* corresponded to the mainland *πρῶσις ἐπὶ λύσει* (v. Taubenschlag, 1955, pp. 272-273) and 2) that the designation was restricted to a specific form of security.

⁴ V. Gr. P. BGU 4.1158/12-15 and the texts cited in the following note. By way of contrast the Greek loans secured *ἐφ' ὑποθήκη* either make no provision for execution against the debtor or only grant this mode of execution if the value of the property put up as security was in some way reduced (*ὅταν δέ τις κίνδυνος γένηται*). V. Gr. P. Tebt. 3.1.817 (182 B.C.), Gr. P. Hamburg 28 (ii B.C.), Gr. P. Strassburg 52/10-12 (A.D. 151), and Gr. P. Flor. 1/10-11 (A.D. 153). V. Johnson, 1915, pp. 178-179.

accepting the security as repayment of the debt the creditor may, if he chooses, proceed against the debtor and against all his property.¹ The Greek *ὑπόθηγμα* security of the Roman period also provided for specific securities and for a general right of execution.² The minimal effect of all the arrangements discussed in this paragraph would have been to prevent the debtor from alienating properties against which a creditor might desire to proceed if the debtor defaulted. In contrast to the demotic conditional sales contracts and the Greek security-sales in the Michigan papyri, the creditor was not restricted to a particular security.

General liability of debtor's property:

Hitherto the discussion has dealt with agreements which designated specific properties as security for debts. The most common form of security in the demotic papyri was, however, an agreement by the debtor that all his property would be the security for his debt. I have termed the paragraph which embodied this agreement "the paragraph of general security" since the liability was not that of any particular piece of property but applied to each item equally.

The paragraph of general security occurs in all three of the Brooklyn papyri which are the subject of this study, and we shall employ them as representative examples:

*nty nb nty mtw=y hnc n3 nty lw=y dy.t hpr=w t3 lwy.t (n) p3 hp (n)
p3 sh nty hry*

"All that is mine together with that which I shall acquire is the security for the right of the instrument which is above."³

Other texts provide variations in detail. Thus *nkt nb*, "everything," is commonly inserted between *nty nb* and *nty mtw=y* (e.g. dem. P. BM 10523/2-3 [295 B.C.] and dem. P. Eleph. 6/28-29 [225 B.C.]); and in dem. P. BM 10591 rt. VI 21- VII 5 (181 B.C.) the *nty* before *mtw=y*

¹ V. Gr. P. Oxy. 3.506/43-49 (v. Schwarz, 1937, p. 260) and Gr. P. Oslo 2.40A/18-21.

² V. Gr. P. Varsovie 10/13-15 (A.D. 156) and Gr. P. Lond. 2.311/17-18 (A.D. 149).

³ V. dem. P. Brooklyn 37.1796E/24-25, and 37.1803E/21. In the last two texts *sh* is replaced by *sc.t*.

is omitted. In one papyrus only (dem. P. Adler 25/21–23 [89 B.C.]) *hn^c n3 nty iw=y dy.t hpr w*, “together with all that I shall acquire,” is omitted; but this may be a scribal oversight as it is unique among the 45 examples of this paragraph which I have studied. In place of *(n) p3 hp (n) p3 sh nty hry*, “for the right of the instrument which is above,” there are a large number of variants: but nothing is gained by enumerating them since they are simply specific references to the type of agreement in which they occur. A few texts supplement the paragraph by the clause *s^c-tw=y ir r h. i=w (n) htr (n) iwty mn*, “until I have acted in accordance therewith, necessarily (and) without delay”. (V. Chapter VII).

The grammatical construction of the paragraph as it appears in the Brooklyn papyri and in numerous other instruments may be interpreted as a nominal sentence with nominal subject and nominal predicate in direct juxtaposition.¹ In a number of texts, however, the preposition *n*, the demotic descendant of the old *m* of predication, occurs before *t3 iwty.t*.² In this case the construction is that of a non-verbal sentence with adverbial predicate. Lastly, in two texts from Siut (dem. P. BM 10593/6–7 and 10594 [both 172 B.C.]) and one from Tebtynis (dem. P. Cairo 30604/9[233/232 B.C.]) the construction is that of a nominal sentence the subject of which is in front extraposition and is resumed by the demonstrative pronoun *n3w* which functions as the grammatical subject. Thus in dem. P. Cairo 30604/9 we have:

*nty nb nkt nb nty mtw=y hn^c n3 nty iw=y dy.t hpr=w t3 iwty.t n p3
hp n p3 sh nty hry n3w*

“(As for) all and everything which is mine together with that which I shall acquire, they are the security for the right of the instrument which is above.”

The earliest example of the paragraph known to me occurs in dem. P. ORINST 17481/2–3 (365 B.C.), and the latest example occurs in dem. P. Mich. 346/6 (A.D. 21). Both are instruments of endowment (*sh n s^cnh*).

¹ V. Spiegelberg, 1925. § 444; Lexa, 1947–1951, VI, p. 879 *sqq.*; and Sethe 1916, pp. 24–29.

² V., e.g., dem. P. Adler 4/11–12 (110 B.C.), 11/17–18 (100/99 B.C.), dem. P. ORINST 17481/2–3 (365 B.C.). I have a total of 14 examples.

A different formula for the general liability of property is found in early demotic texts (*e.g.* dem. P. Berlin 3110/7-8 [498 B.C.]):

*iw=f hpr m-s3=(y) (n) n3 iw.y. (t) nty iw mr=f s mtw=(y) [nb] nb pr. t
3h. t b3k b3k. t ih 3 h4 hm. t hbs nhh nkt nb nty nb mtw=(y) n p3 t3
mtw=f t3.y. t=w n=f (r)-d3. t=w 3c-tw=f mh=w n p3.y=f h4 nty hry hn^c
n3.y=w ms. wt iw=w msy*

"He shall have claim against me for the securities desired from me, each and every one, grain, land, male slave, female slave, cow, ass, silver, copper, clothing, oil, everything in the world that is mine; and he shall take them on account of it (*i.e.* the debt) until he has recovered his money which is (specified) above together with its accumulated interest."¹

Specific references to the demotic paragraph of general security occur in the Greek papyri. In Gr. P. Tor. 13/12 (147 B.C.) an order for execution issued by the Greek court of the Khrematistai cited an instrument of endowment (*συγγραφήν τροφίτιν*) in which the debtors indicated that "all their property was security for the right of the instrument" (*τὰ υπάρχοντα αὐτῶν ὑποκειῖσθαι πρὸς τὸ δίκαιον τῆς συγγραφῆς*).² In Gr. P. BGU 8,1826/27-31 (52/1 B.C.), a petition, the following is recorded:

[σημαινούσης παρατεθεῖσθαι] αὐτὸν ἀπὸ συγγραφ[ῆς Αἰγυπτίας τροφίτιδος ἣν ἡγορεύετο κυρία]ν εἶναι ὅσα ἔχει καὶ ὅσα] ἐὰν ἐπικτήσῃται κτλ.,

"[and she indicates that] he [put up (as security)], on the basis of [an Egyptian] instrument [of endowment], which he publicly declared [to be] authoritative, [whatever he has and whatever] he should acquire thereafter *etc.*"³

Again, in Gr. P. Tebt. 3.1,776/10-11 (*ca.* ii B.C.), a woman petitioned an *oikonomos* on the basis of an Egyptian instrument of endowment

¹ A similar provision occurs in the Aramaic papyri from Elephantine. *V. Aram.* P. Cowley 10/7-11 (456 B.C.).

² The Greek text is given by Mitteis, 1912, p. 25 no. 29, 1. Sethe-Partsch, 1920, p. 577, and Taubenschlag, 1937, p. 250.

³ *V. Taubenschlag, op. cit.* p. 251; and Pestman, 1961, pp. 134-135.

(συγγραφήν Αἰγυπτίαν τ[ροφ]ίτην) drawn up according to native law (κατὰ τοὺς τῆς χώρας νο[μο]υς) and alleged that the agreement was secured by all her husband's property (καὶ πρὸς ταῦτα καὶ τῆ[ν τρο]φήν μου ὑποκειμ[έ]νω) τῶν ὑπαρχόντων ὡτ[ὶ] παύ[ε]ται). On the basis of the paragraph of general security the petitioner sought to prevent her husband from putting up as security to the crown a house which belonged to him.

It is clear from these citations that the paragraph was not taken lightly. That the Greek tax-court of the Khrematistai should have cited it when issuing a decision is striking evidence of its efficacy at law. Moreover, it is most instructive that petition should have been made on the basis of this paragraph to prevent a debtor from alienating specific property. It was also pointed out in the same petition that several persons had refused to buy the property because the petitioner had refused to give her consent to the sale. It should be observed, however, that all the citations were from documents of endowment arising out of marriage settlements. It may be that a wife's claim against her husband's property was more easily defended than the claims of other creditors: and some caution should be exercised in drawing general conclusions from this material as to the broad effect of the paragraph.¹

In dem. P. BM 10523/2-3 (295 B.C.), an acknowledgement of a debt of money, the paragraph of general security included specific mention of a house, the boundaries and condition of which were recorded; and in this respect the text is unique. It runs as follows:

*nty nb nkt nb nty mtw=y hnc n3 nty iw=y dy. t hpr=w n iw=y. t (n) n3 y=k
hd. w nty hry (n) sw nb nty hry. p3 y=w wn: p3 y=(y) c. wy — — hnc
nty nb nty mtw=y hnc n3 nty iw=y dy. t hpr=w*

"All and everything that is mine together with that which I shall acquire is security for your money which is mentioned above on every day which is above. Their list: my house — — together with all that is mine together with that which I shall acquire."

¹ Sethe-Partsch, 1920, pp. 572-590, discussed at some length the problems involved in this paragraph. I. Segrè, 1928, pp. 37-41. On the paragraph in marriage documents see Lüddeckens, 1960, pp. 321-323, and Pestman, 1961, p. 38 *sqq.*

Perhaps it is on the basis of some such specific provision as this that the petitioner in Gr. P. Tebt. 3.1.776 sought – by referring to a paragraph of general security – to prevent her husband from disposing of specific property.

Parallel clauses in the Greek papyri, which render all the debtor's property liable for debts, are well attested¹; and they also occur in Coptic documents.²

Personal liability:

The problem of personal liability and enslavement for debts in native Egyptian law is one not easily solved. The oft-cited passage in Diodoros (1.79.3) according to which king Bokkhoris forbade personal liability for debts led Revillout to far-reaching conclusions about the progressive nature of the Egyptian law of obligations.³

Whatever may have been the case in Pharaonic times, however, there can be no doubt that the Ptolemies permitted execution against the persons of debtors at least in the case of debts to the crown.⁴ Moreover, there is frequent mention in the Greek private instruments of the right of execution against the persons of debtors.⁵ But while the Greek executive clauses frequently made provision for execution against a debtor's person, it was not invariably the case that this was done.⁶

There occurs in the demotic papyri of the Persian and Ptolemaic periods⁷ a paragraph which I think should be taken as expressing a personal liability. As a representative example I cite dem. P. Berlin 3110/9 (498 B.C.):

¹ For a bibliography consult Wenger, 1953, p. 797, and Préaux, 1958, p. 103 n. 2. V. Seidl, 1962, p. 141. Examples of Greek clauses granting execution against all a debtor's property are quoted in chapter VII *infra*.

² V. Steinwenter, 1955, p. *sqq.*, and Sottas, 1921, p. 21 (16).

³ V. Sethe-Partsch, 1920, p. 565 and n. 1, and Griffith, 1909, III, p. 51 and n. 1. Sethe-Partsch provide the earlier bibliography. Diodoros complicated matters by alleging that Bokkhoris' legislation had influenced the Solonian *σεισάγθεια*.

⁴ V. Seidl, 1962, p. 11 and 14.

⁵ V. Wenger, 1953, p. 797 n. 677; Lewald, 1910; Woess, 1931, p. 426 *sqq.*; and Liebesny, 1936, pp. 275–288.

⁶ V. Wenger, 1953, p. 797 n. 677.

⁷ I have two examples from the Persian period and eleven from the Ptolemaic.

*i-ir n3y hq nty hry hnc n3y=w ms. wt iw=w msy hpr i-d3d3=(y) hnc
n3y=(y) hrd. w*

"This money which is (specified) above together with its accumulated interest will be on my head together with (those of) my children."¹

Reveillout, 1903, p. 1240, regarded it as the primary function of this paragraph to assure that the debt would survive the debtor's death. Sethe, 1920, p. 242, saw in it a general affirmation of the answerability of the debtor, of his legal successors, and in some cases of his surety. Seidl, 1956, p. 69, regarded it as recording the liability of heirs for debts.

It should be noted that all the clauses affirm that the debt shall be to on the debtor's head. In dem. P. Cairo 30604/9 (233/232 B. C.), a nursing contract, the female debtor declared only that the debt should be upon her head. Moreover, in two documents (dem. P. Loeb 48/5-7 [498 B. C.] and dem. P. Chrest. dém., pp. 300-302 [218 B. C.]) the debt is said to be not only upon the heads of the debtor and of his children but also upon his entire property. In dem. P. Leyden 376/28-29 (127 B. C.) the debt is said to be on the heads of the debtor, of his surety, and of all his children. Thus it is clear that the paragraph was not primarily concerned with assuring the persistence of the debt beyond the lifetime of the debtor.

Eight of the eleven Ptolemaic occurrences of this paragraph immediately precede the paragraph of general security, which established the liability of the debtor's property. Moreover, in dem. P. Loeb 48/5-7 (498 B. C.) the early demotic paragraph of general security is actually incorporated into the paragraph under discussion.

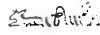
I suggest therefore that the paragraph under discussion be termed "the paragraph of personal liability". Since it is well attested in the Ptolemaic period, I further suggest that it be regarded as the demotic analogue of the Greek phrase within the praxis-clause which established the liability of the debtor and of his sureties. The omission of any mention of the debtor's children in the Greek praxis-clause is noteworthy and may represent a substantial difference between Egyptian and Greek legal practice.² It is also possible, however, that the prac-

¹ For a philological analysis of this sentence consult Sethe, 1920, pp. 240-242.

² V. Taubenschlag, 1955, pp. 218-219 for a bibliography on the Greek usage.

tical effect at law was essentially the same for both the Greek and demotic provisions.¹

The demotic term iwꜣ.t:

In hier. P. Mayer A 3/7-9. of the New Kingdom there occurs a word  which Gardiner (1952, p. 111) proposed to translate as "substitute" and linked to the demotic term *iwꜣ.t*. "pledge". "security". The passage in question may be translated as follows:

"Fourth month of summer, day 17. Taking the testimony of the rest of the tomb-robbers. Amūn-khaw, son of Soped-Ḥmose¹, an ergastulum slave, was brought. He was brought as a *iwꜣ* for Pawerō, son of Kaka. He was examined by beating. Making a twisting of his feet and hands. The oath-by-the-king, l.p.h., was administered to him, not to speak falsehood. His statement was heard. The magistrates said, 'As for the brother of his wife, don't bring him for him.' He was dismissed and set at liberty."

It seems that since the authorities were unable to apprehend Pawero, they seized Amun-khaw, a near relative, as a replacement. Apparently the magistrates decided that his relationship to the fugitive was not close enough to warrant his being detained in the fugitive's stead. It would not be going too far in this context to translate *iwꜣ* as "hostage" since the prisoner had been seized by the state in lieu of a suspected criminal.²

Gardiner also noted the occurrence of a word *iwꜣ.y.t* in some Middle Kingdom papyri from Illahun and in the New Kingdom papyrus Anastasi VI.³ Unfortunately not all the Middle kingdom papyri have

¹ V. Scidl, 1962, p. 103. The law of Ptolemaic Egypt, while recognizing personal liability for debt, made numerous exceptions to protect the revenues of the state; and it must have been rather unusual for the personal liability of a debtor to have resulted in the complete loss of his freedom.

² Compare the instruments of surety from the Ptolemaic period in which a person not himself liable for a debt assumes that liability in order to obtain the temporary release of an imprisoned debtor. If the surety did not produce the prisoner on demand, he was liable in the prisoner's stead.

³ V. Scharff, 1924, p. 27; *Wb.* 1.49.17; and Caminos, 1954, pp. 285, 288, and 292.

been published; and of those which are published almost all appear only in transcription. In hier. P. Berlin 10016 (*v.* Möller 1909–1912, I, pl. 5, No 2 for a photo) there is a letter between the lines of which the recipient made a preliminary draft of his reply. He referred to information previously received:

“You caused *iwꜣw* to be brought, but they have not been received. Behold, \ulcorner take away half thereof \urcorner [\ulcorner from Hetep \urcorner]-Sesostriis, justified. Please cause three *iwꜣw* thereof to be brought.”

As I am unable to interpret the second sentence, I can offer no satisfactory explanation for the passage. It may be noted, however, that the verb *nḥm*, “take away,” implies forcible seizure (*v.* *Wb.* 2.295.12 *sqq.*).

In hier. P. Berlin 10021/4a,5a instructions were sent for certain persons to be fetched, and two of these persons were in prison (*m ḥnrt*) at the time. A reply sketched between the lines of the letter includes the following: “If the woman (*sic*) is not found, let their *iwꜣw* be brought; and have the *iwꜣy.t* of the embalmer *Sꜣ-ḥpw-mꜣ* brought.” The other texts are completely unpublished. According to Scharff, hier. P. Berlin 10067 gives instructions for the imprisonment (?) of the mother of a woman who was probably referred to previously in the same text as the *iwꜣy.t* of a phyle-priest. In hier. P. Berlin 10091/1 instructions were issued for the release (*šfḥy*) of a *iwꜣy.t*.

Lastly, in P. Anastasi VI of the New Kingdom mention is made of *iwꜣiꜣ.t* in a particularly obscure letter of complaints. In col. 2, lines 9–10, the writer declared, “It was from Pernebethotep that he seized the weavers; and (then) he seized another two *iwꜣiꜣ.t* from me.” In col. 3, lines 2–3, we learn that two military scribes were sent “and they seized another two *iwꜣiꜣ.t* from Pasekhem.” In col. 3, lines 7–8, the writer complained that his persecutor “did not bring me a *iwꜣiꜣ.t* for the man in his possession.”

The contexts in which the words discussed occur indicate that persons so designated were no mere replacements or substitutes. They were to be found in prisons, they were subject to seizure, they underwent judicial interrogation. Moreover, if Scharff’s reading is correct, the verb *šfḥ* was used to express the release of such persons; and this verb meant essentially to loosen (bonds). I suggest, therefore, that

these people were human "pledges" seized as hostages for persons subject to some liability.

Scharff linked the Middle Kingdom *iwꜣy.t* to the verb *iwꜣ* (*Wb.* 1.49.16) which apparently means "to take away". I regard all the words discussed as related to one another and to the demotic *iwꜣy.t*, "pledge," Scharff's etymology is well suited to the underlying idea of the Egyptian pledge, and I am inclined to accept it.

According to Crum's citations the Coptic *εγω* most often translated or was translated by the Greek *ἐνθήκη*, which was the technical term for a "pledge" which passed into the possession of a creditor. Thus even into the Coptic period the Egyptian notion of a security was basically that of something held by a creditor.

The meanings of both the Coptic and demotic words were, however, extended to cover securities not actually in the possession of a creditor but liable to seizure.

Summation:

The demotic texts have revealed that there was available to creditors under Egyptian law a wide spectrum of securities, ranging from a general liability of the debtor's property and/or person to the absolute but redeemable conveyance of specific properties. A progression from promises to convey in the event of default through conditional conveyances to absolute conveyances has been traced. This progression was reflected in the structure of the sales tax. Promises to convey were not of course subject to the sales tax; but conditional sales were subject to a two per cent. sales tax and mortgages to a full five per cent.¹

¹ If the taxes levied against Greek mortgages reflect a general policy of taxation, then the reconveyance of properties mortgaged under Egyptian law would also have been subject to the five per cent. sales tax. In Gr. P. Heidelberg Inv. 23 we have a release (*ἐπιλύσις*) from a mortgage; and in Gr. P. BGU 3.995 we have a complete instrument of sale by which the mortgagee conveyed to the mortgagor the same property mentioned in Gr. P. Heidelberg Inv. 23. For this reconveyance the full five per cent. tax was charged.

Chapter VII

THE EXECUTIVE CLAUSE

The phrase n htr (n) iwty mn:

The phrase *n htr (n) iwty mn* was rendered in the Greek translations of demotic instruments by *ἐπ'ἀνάγκον*, "necessarily," *ἐπ'ἀνάγκον ἀνεπιεικέως*, "necessarily (and) without consideration," and *ἀνεπιεικέως καὶ ἀναμφίλεκτον*, "without consideration and without dispute".¹

The demotic phrase is sometimes followed by the phrase *(n) iwty sh nb*, "without any blow"² or by *(n) iwty dd knb.t nb mdt nb n pꜣ tꜣ irm=k*, "without citing any title or anything in the world against you".³ In still other instruments *n htr* stands alone in paragraphs where normally the phrase *n htr (n) iwty mn* occurs.⁴ Lastly, *(n) iwty sh nb* sometimes stands alone in paragraphs where *n htr (n) iwty mn* usually stands.⁵ It seems, therefore, that all these phrases and their various combinations signified essentially the same thing. It may be that the accumulation was the result of a process which saw the creation of new phrases to cover the same meaning as phrases already existing while at the same time the earlier phrases continued to be used. The phrase *(n) iwty dd knb.t nb mdt nb n pꜣ tꜣ irm=k* and its variants were already common in the pre-Ptolemaic papyri,⁶ and I know of one

¹ *V.* Griffith, 1909, III pp. 121–122; Sethe, 1920, p. 32; and Pestman, 1961, p. 72 n. 1.

² *V.* dem. P. Adler 11/20, 25/20; dem. P. BM 10523/4; dem. P. Elephantine 6/34; and dem. P. Ryl. 21/30.

³ *V.* dem. P. Ryl. 10/3–4 (315 B.C.).

⁴ *V.* dem. P. Lille 1/16, 2/10, 8/7, and 9/26 (all iii B.C.).

⁵ *V.* Pestman, 1961, p. 72 n. 1.

⁶ *V.* abn. hier. P. BM 10113/7; dem. P. Louvre E7833/11, E7839/11, and dem. P. Berlin 3078/6.

example of (n) *iwty sh nb* from the period of Persian domination.¹ On the other hand, *n htr (n) iwty mn* does not occur before the Ptolemaic Period.

The meaning of *n htr (n) iwty mn* and in particular of *n htr* has been a matter for discussion. Revillout and Spiegelberg had translated *n htr* by "compulsorily," "forcibly," (*de force, zwangsweise*); and more recently Erichsen, 1954, p. 343, has accepted the meaning "compulsion" for *htr* and "by necessity and without delay" for *n htr (n) iwty mn*. Sethe, on the other hand, held that *htr* originally meant "obligation" or "liability" but that it would not bear the weight of the translation "compulsorily", which he described as misleading. He interpreted the phrase *n htr (n) iwty mn* as meaning only that the debtor's performance would be unconditional, prompt, and *of his own free will* (*aus freien Stücken*); and he declared that the whole phrase would best be translated "unconditionally and immediately". He further observed that although two different instruments of surety contained the same paragraph of penalty and the same paragraph establishing the liability of joint debtors, *n htr (n) iwty mn* occurred in one (dem. P. Cairo 30647/13, 19) but not in the other (dem. P. Cairo 30697+30780/10-11, 14-15). He therefore concluded that the phrase was "purely formulaic" and had "hardly any practical significance".²

In view of the importance of the meaning of this phrase for the juristic assessment of its function it is worth while to consider Sethe's arguments. Two objections may be raised against his conclusions. In the first place, it does not follow necessarily that if one debtor agrees to something in a particular paragraph but another debtor does not then the first debtor's agreement was without practical significance.

Secondly, Sethe seems to have gone too far in denying that the notions of constraint or force were latent in *htr*. He saw in the demotic substantive *htr* the ancestor of Coptic $\text{ⲉ}\omega\text{ⲧ}^{\text{BF}}$ (Crum, 1939, p. 722), "necessity"; and he regarded another Coptic $\text{ⲉ}\omega\text{ⲧ}^{\text{BF}}$ (Crum, 1939, p. 722), "tax," "tribute," as a secondary derivative from the same root. He derived both these words and the word $\text{ⲉ}\rho\text{ⲟ}\text{ⲡ}^{\text{S}\Lambda 2}$ (Crum, 1939, p. 726a), "necessity," from the root $\sqrt{\text{htr}}$, "to join together," (*Wb.*

¹ *V.* dem. P. Louvre 2430 (year 2 of Darius III) in a clause of consent (Sethe-Partsch, 1920, pp. 686-693).

² *V.* Sethe, 1920, pp. 32-35.

3.202.2-3) from which derives the Coptic $\text{ϩ}\overline{\omega}\overline{\tau}\overline{\rho}$, "to join together", "to double," $\text{ϩ}\overline{\alpha}\overline{\tau}\overline{\rho}\overline{\epsilon}$, "twins," and $\text{ϩ}\overline{\tau}\overline{\omega}$, "horse". The noun ḥtr (> $\text{ϩ}\overline{\omega}\overline{\tau}$), "tax," and the verb ḥtr , "to tax," are already well attested in Middle Egyptian (*Wb.* 3.200-201) and are much more common than is ḥtr , "to join together". If these words all derive from a common root $\sqrt{\text{ḥtr}}$, then its semantic connotation ought to involve the idea of necessity. If, however, the original sense of the root which gave rise to ḥtr ($\text{ϩ}\overline{\omega}\overline{\tau}\overline{\rho}$) should prove to be that of "doubling" rather than of "joining together" (cf. $\text{ϩ}\overline{\alpha}\overline{\tau}\overline{\rho}\overline{\epsilon}$, "twins"), then it would be necessary to postulate two distinct roots: $\sqrt{\text{ḥtr}}$ from which derive $\text{ϩ}\overline{\omega}\overline{\tau}$, "necessity," $\text{ϩ}\overline{\omega}\overline{\tau}$, "tax," $\text{ϩ}\overline{\tau}\overline{\omega}$, "necessity," and the ḥtr of our phrase and $\sqrt{\text{ḥtr}}$ from which derive $\text{ϩ}\overline{\omega}\overline{\tau}\overline{\rho}$, "to join together," "to double," $\text{ϩ}\overline{\alpha}\overline{\tau}\overline{\rho}\overline{\epsilon}$, "twins," and $\text{ϩ}\overline{\tau}\overline{\omega}$, "horse".

Moreover, if the original meaning of the demotic ḥtr be "obligation" (*Verbindlichkeit, obligatio*) as Sethe proposed, 1920, p. 33, then ḥtr can scarcely have indicated free will on the part of the person obligated. As obligation is the bond of law (*iuris vinculum*) which compels a man to act in a prescribed manner and renders him liable for failure to do so. It is in effect "legal necessity", and it might not be too wide of the mark to translate $n \text{ḥtr}$ in legal contexts by "obligatorily".

The Coptic $\text{ϩ}\overline{\omega}\overline{\tau}$, "necessity," to which Sethe linked the demotic ḥtr certainly does not imply free will. The passages cited by Crum, 1939, p. 722, $\text{ϩ}\overline{\omega}\overline{\tau}$ $\text{ⲛⲧⲉⲩⲁⲬⲈⲘ ⲧⲡⲓ ⲙⲢⲙⲟⲩ}$, "it is necessary that he discover the taste of death," and $\text{ϩ}\overline{\omega}\overline{\tau}$ ⲈⲢⲟ ⲛⲧⲈⲘⲟⲩ , "you (fem.) must die," involve not free will but its opposite, *i.e.* necessity. Moreover, the Greek translations of $n \text{ḥtr}$ as ἐπανάγκων , "necessarily," accord with a translation "compulsorily": for a man who acts ἐπανάγκων does so whether he wants to or not.

Thus when a debtor promises to perform $n \text{ḥtr}$, "necessarily," "compulsorily," he does not mean that he will do so of his own free will but that he will have no other choice than to do so.

The function of $n \text{ḥtr}$ (n) ḥwty mn:

In the preceding discussion we have seen that a Greek, when called upon to translate $n \text{ḥtr}$ (n) ḥwty mn , chose Greek terms which he felt most closely approximated the meaning of the demotic. The fact that a Greek translator understood the demotic phrase to mean "necessarily" does not, however, tell us what the legal function of the clause was.

J. Partsch, in a discussion based upon Sethe's translation and commentary, argued that *n htr (n) iwty mn* represented the clause of immediate execution (*die Klausel der sofortigen Vollstreckbarkeit*), which granted the creditor the right of execution without intervening procedure.¹ In so doing he rejected Sethe's conclusion that the clause was of no practical significance. Partsch also sought for parallels to this clause in the Greek papyri. He observed that in the Greek instruments of surety of the 3rd Century B.C. the granting of immediate execution was accomplished by the phrase *πρὸς βασιλικά*, "for the fiscus," or by adding *ἀναντίλεκτος*, "undisputable";² Partsch concluded that *n htr (n) iwty mn* could not be a rendering of either Greek expression, but he regarded it and *ἀναντίλεκτος* as indicating essentially the same thing.

Partsch further suggested that the Egyptian phrase was imitated in the Hellenistic phrases *ἄνευ ὑπερθέσεως καὶ εἰρησιλογίας*, "without postponement and excuse," and *ἐπάναγκον — — ἀνυπερθέτως*, "necessarily — — without postponement"; and he pronounced the Greek clauses "mere flowery phrases" and "worthy predecessors to the turpitude of the Byzantines".³

In the year following the publication of the *Bürgschaftsurkunden* (1921) Sottas' publication of the Lille demotic papyri appeared, and he too noted the correspondence of *(n) iwty mn* with *ἀνυπερθέτως* and *ἄνευ πάσης ὑπερθέσεως*.⁴

In 1932 L. Wenger took note of Sethe's discussion of *n htr (n) iwty mn*, but he made no mention of either Partsch's or Sottas' comments.⁵ He too noted the correspondence of *(n) iwty mn* and *ἄνευ ὑπερθέσεως* and further held that the phrase *ἄνευ δίκης καὶ κρίσεως* should not be excluded from consideration.⁶

¹ V. Partsch, 1920, pp. 544–547.

² V. *op. cit.* p. 545 n. 1.

³ San Nicolò, 1931, p. 170 n. 2, took exception to Partsch's evaluation of the Greek clauses and held that it was no longer possible to regard them as empty words. Cf. Pringsheim, 1924, pp. 502–513.

⁴ V. Sottas, 1921, p. 21 (5).

⁵ Wenger, 1932, p. 345. Wenger even went so far as to declare that Sethe's reference to the Greek "parallel" *ἐπάναγκον* was to the point. Indeed it was; for *ἐπάναγκον* was a Greek translation of *n htr (n) iwty mn*!

⁶ For *ἄνευ δίκης καὶ κρίσεως* consult San Nicolò, 1931, pp. 170–171; Kutschler, 1954, p. 239 *sqq.*; and Seidl, 1962, p. 102.

In the second edition of his *Ptolemäische Rechtsgeschichte* Seidl returned to the problem of *n htr (n) iwty mn* and came to conclusions not overly far removed from those of Partsch. He too decided that it was a clause of execution¹; but he concluded that it corresponded to the Greek *καθάπερ ἐγ δίκης*, "as if on the basis of a lawsuit".² To the Greek execution *πρὸς βασιλικά* he paralleled the demotic *r h mdt (n) Pr-ε3*, "in accordance with an affair of Pharaoh".³ Finally he observed that the clauses *ὡς πρὸς βασιλικά*, *καθάπερ ἐγ δίκης*, and *n htr (n) iwty mn* probably all had roughly the same purport and declared "wir finden Darlehen einschliesslich Kreditkaufes, daneben Eheurkunden, aber auch andere."⁴

Since the data available to me tend to support Seidl's conclusions, I think it would not be superfluous to offer it for consideration. Before presenting this material, however, I suggest that the clause *πρὸς βασιλικά* be included among the parallels to *n htr (n) iwty mn*. When Partsch first discussed the demotic clause, he confined himself to a consideration of the instruments which documented obligations to the state. He observed that in these texts *n htr (n) iwty mn* paralleled the Greek clauses by which the debtor subjected himself to administrative execution: and he correctly stated that the debtor's liability was expressed either by *ἀναντίλεκτος* or by *πρὸς βασιλικά*. That he chose to establish a correspondence only between *n htr (n) iwty mn* and *ἀναντίλεκτος* may have been the result of linguistic considerations; but the fact is that the parallel clause in all the demotic instruments involving obligations to the state, with the exception of the single

¹ Seidl expresses himself with perceptive caution on the problem of the practical effects of the executive clauses.

² In its most developed form (Gr. P. Eleph. 1/12-13, 311/310 B. C.) the clause reads *καθάπερ ἐγ δίκης κατὰ νόμον τέλος ἐχοῦσης*, "as if on the basis of a lawsuit completed in conformity with the law". Cf. Dem. 35.12. *καθάπερ δίκην ὠφληκότεων καὶ ὑπερημέρων ὄντων*, and I. G. 12.7 No. 67/47-48 (Amorgos, ii B. C.) *καθάπερ ἐγ δίκης τέλος ἐχοῦσης κατὰ τὸ σῆμβολον τὸ Ναξί[των κ]αὶ Ἀρκεσινέων*.

³ The only example he cites of the expression *r h mdt Pr-ε3* as a clause of execution occurs in dem. P. Lille 7/6-9 (Ghoran, iii B. C.): *nty nb nty mtw=y hnt n3 nty iw=y dy.t hpr=w t3 iwyt (n) n3 hq.w nty hry r h mdt Pr-ε3*. As Seidl correctly notes, 1962, p. 101 n. 2, *r h mdt* is not clearly legible on the photo reproduced by Sottas, 1921, pl. 3; but there is no reason to doubt his reading.

⁴ V, Seidl, 1962, p. 102.

example, dem. P. Lille 7/8-9 (in which *r h mdt Pr-ε* was used for *πρὸς βασιλικά*), is *n htr (n) iwty mn*.¹ I think, therefore, that *n htr (n) iwty mn* must also be regarded as the functional parallel to *πρὸς βασιλικά*.

The employment of n htr (n) iwty mn:

Of the 35 demotic instruments known to me, which record loans, debts, or sales with deferred delivery and which are well enough preserved to warrant consideration, 27 employ the clause *n htr (n) iwty mn* (with or without *(n) iwty sh nb*).² This clause is never employed in any of the 27 texts in the paragraphs governing the initial repayment. Twenty-six texts contain paragraphs of penalty³; and 24 of these employ *n htr (n) iwty mn* (always without *(n) iwty sh nb*).⁴ Fifteen of the 27 texts contain the paragraph of credibility (*v. Chapter IX infra*); and of the 15 all but one (dem. P. Field Mus. Acc. No. 126) contain *n htr (n) iwty mn* (with or without *(n) iwty sh nb*).⁵ Also among the 27 texts there are 19 examples of the paragraph of general security (*v. supra p. 124*); and of these only 4 employ *n htr (n) iwty mn* (with or without *(n) iwty sh nb*).⁶ Other paragraphs which contain these clauses are those which stipulate the payment of mulcts to the state (dem. P. Brooklyn 37.1803E and dem. P. Vat. 22), those promising not to necessitate the creditor to lodge a complaint against the debtor (dem. P. Louvre 2436b and dem. P. Field Mus. Acc. No. 126), those containing the clause *i(w)=k m-s₂-y (n) mn*⁷, and one (dem. P. Zenon 1) containing a royal oath.

¹ *V.*, e.g., dem. P. Cairo 30647/13,19 (a royal lease), 30781/7 (a royal lease), and dem. P. Lille 1/26 (a surety for a prisoner).

² Of the 8 texts which do not employ this clause, 2 are pre-Ptolemaic (dem. P. Loeb 48 and dem. Louvre E9293); and 5 are of the form *A p₃ nty dd n B* (dem. P. Cairo 50119, 50120, 50122, 50123, and dem. P. Adler 3). The remaining text is dem. P. Cairo 50128. There is an evident tendency to avoid the use of this clause in instruments of the form *A p₃ nty dd n B*. Of the 35 instruments mentioned, 6 are of this form; and only dem. P. Adler 12 employs the clause.

³ Only dem. P. Adler 12 contains no paragraph of penalty.

⁴ The exceptions are dem. P. Adler 6 and 25.

⁵ Seven add *(n) iwty sh nb*.

⁶ Dem. P. Adler 6 omits *(n) iwty sh nb*; while dem. P. Adler 25, dem. P. Louvre 2436a and 2436b include it.

⁷ These are dem. P. Brooklyn 37.1796E, 37.1803E, dem. P. Vat. 22, dem. P. BM 10425, and dem. P. Adler 12.

It is significant that the original obligation involved in the agreements was not reinforced by *n htr (n) iwty mn*. That clause became operative only after the debtor had defaulted and a penalty was levied against him. This does not mean, however, that original obligations were never reinforced by *n htr (n) iwty mn*. In dem. P. Cairo 30698 (*ca.* 202 B.C.), a surety to the state for prisoners promised to produce the prisoners when called upon to do so; and his performance was reinforced by *n htr (n) iwty mn*. Since the obligation was to the state, it is understandable that it was to be fulfilled “necessarily (and) without delay” without the stipulation of an extended term and penalty. In contracts between private persons, however, the clause *n htr (n) iwty mn* did not become operative until the term allotted for the original performance had passed. Normally – 26 of 27 examples – the instruments stipulated the extended term for the repayment of the debt and a fixed penalty; and the paragraphs recording this stipulation were reinforced by the clause *n htr (n) iwty mn*.

It is most probable, therefore, that any paragraph *in a private instrument* that contains *n htr (n) iwty mn* did not become operative until the expiration of the original term.

As was noted above, the paragraph of credibility was regularly reinforced by *n htr (n) iwty mn* (with or without *(n) iwty sh nb*). In all I have collected 31 examples of this paragraph; and all but one (dem. P. Field Mus. Acc. No. 126) contain the clause under consideration. By way of contrast only 6 of 46 examples of the paragraph of general security include the clause.¹ All these six occurrences of the clause are introduced by *š^c-tw=y ir r h. f=w*, “until I have acted in accordance with them (*i. e.* the conditions of the agreement),” which was added at the end of the paragraph. Seven other paragraphs contain *š^c-tw=y ir r h. f=w* but not our clause, and it is therefore unlikely that the presence or absence of our clause was influenced by the presence or absence of *š^c-tw=y ir r h. f=w*. In five of the six texts containing this paragraph reinforced by *n htr (n) iwty mn* there occurs no paragraph of credibility; and in the other text (dem. P. Cairo 30781) the paragraph of general security follows the paragraph of credibility contrary to the normal or-

¹ The six examples are dem. P. Adler 4 and 25, dem. P. Cairo 30782 and 30781, and dem. P. Louvre 2436 a and b.

der in texts containing both paragraphs.¹ That these two paragraphs are closely connected is further indicated by dem. P. BM 10320/9 (177/6 B.C.), a lease in which the paragraph of credibility immediately follows the paragraph of general security and is linked to it by the circumstantial *ἰω*.

It appears, then, that both the paragraphs of general security and the paragraph of credibility were somehow related and that – because they contained the clause *n htr (n) ἰωτι; mm* – they did not become operative until the expiration of the period allotted for the performance of the obligations recorded in the instruments which contain them.

The Greek parallels:

If we turn now to the Greek papyri in search of parallels, the paragraph governing execution (*πρᾶξις*) immediately stands out. I quote several examples of this paragraph taken from texts which come either from Egypt or from the Greek mainland and islands.

A. Dem. 35.14, a maritime loan:

ἐὰν δὲ μὴ ἀποδώσιν ἐν τῷ συγκεκριμένῳ χρόνῳ, τὰ ὑποκείμενα τοῖς δανείσασιν ἐξέστω ὑποθεῖναι καὶ ἀποδοῦσθαι τῆς ὑπαρχούσης τιμῆς, καὶ ἐὰν τι ἐλλείπῃ τοῦ ἀργυρίου ὃ δεῖ γενέσθαι τοῖς δανείσασιν κατὰ τὴν συγγραφὴν, παρὰ Ἀρτέμωνος καὶ Ἀπολλοδώρου ἔστω ἡ πρᾶξις τοῖς δανείσασιν καὶ ἐκ τῶν τούτων ἀπάντων καὶ ἐγγείων καὶ ναυτικῶν πανταχοῦ ὅπου ἂν ᾖσιν καθάπερ δίκην ὀφληκῶτων καὶ ὑπερημέρων ὄντων καὶ ἐνὶ ἑκατέρῳ τῶν δανεισάντων καὶ ἀμφοτέροις.

“If they (*scil.* the debtors) do not repay in the agreed time, let the creditors be empowered to dispose of the pledges and to be paid the current price; and if any of the money owed to the creditors in accordance with the instrument be lacking, let the creditors – each of the creditors individually and both jointly – have the right of execution against Artemōn and Apollodōros and from all their property both on land and at sea wheresoever it may be in accordance with a lawsuit involving overdue debts.”

¹ In 11 loans, acknowledgements of indebtedness, or sales with deferred delivery which contain both paragraphs, the paragraph of general security always precedes; and in 9 of these examples the paragraph of credibility follows directly after the paragraph of general security.

- B. *I.G.* 7.3172/104–112. loan of Nikarēta, Boeotia, 222/220 B.C. :
 εἰάν δέ μὴ ἀποδώσ[ι]. πραχθήσονται κατὰ τὸν νόμον. Ἡ δὲ πρῶξις
 ἔστω ἕκ τε αὐτῶν τῶν δανεισαμένων καὶ ἕκ τῶν ἐγγύων καὶ ἐξ ἐνό[ς]
 καὶ ἕκ πλειόνων καὶ ἕκ πάντων καὶ ἕκ τῶν ὑπαρχόντων αὐτοῖς
 πραττούσῃ ὅν ἂν τρόπον βούληται.
 “If they (*scil.* the debtors) do not repay, let them be subject to
 execution in accordance with the law. Let her (*scil.* Nikarēta) have
 the right of execution – proceeding howsoever she wishes – against
 both the debtors themselves and against their sureties, both
 singly, and in combination, and *en masse*, and against their
 property.”
- C. *Gr. P.* Eleph. 1/10–13, marriage, 311/310 B.C. :
 εἰάν δέ τι ποῶν τοῦτων ἀλίσκηται Ἡρακλείδης καὶ ἐπιδείξει Δημητρία
 ἐναντίον ἀνδρῶν τριῶν, οὓς ἂν δοκιμάζωσιν ἀμφοτέροι, ἀποδότω
 Ἡρακλείδης Δημητρίαί τῆμ φερνήν ἣν προσηνέγκατο + Ἄ καὶ
 προσαποτισάτω ἀργυρίου Ἀλεξανδρείου + Ἄ . Ἡ δὲ πρῶξις ἔστω
 καθάπερ ἐγ δίκης κατὰ νόμον τέλος ἐχούσης Δημητρίαί καὶ τοῖς μετὰ
 Δημητρίας πράσσωσιν ἕκ τε αὐτοῦ Ἡρακλείδου καὶ τῶν Ἡρακλείδου
 πάντων καὶ ἐγγύων καὶ ναυτῶν.
 “If Herakleidēs is caught doing any of these things and Dēmētria
 proves it before three men acceptable to both, let Herakleidēs
 return to Dēmētria the dowry of 1000 drachmae of silver which
 she brought and pay an additional sum of 1000 drachmae of
 Alexandrian silver. Let the right of execution lie with Dēmētria
 and those proceeding with Dēmētria as if on the basis of a lawsuit
 completed in conformity with the law both against Herakleidēs
 himself and against all Herakleidēs’ property both on land and at
 sea.
- D. *Gr. P.* PCZ 3.59340/5 *sq.*, a lease, 247 B.C. :
 [ἡ δὲ] π[ρῶ]ξις[ι] ἔσ[τ]ο Ἰάσον[ι] καὶ ἄλλοι τῶι πράσσωσι περὶ
 αὐτοῦ ἕκ τε [αὐτῶν καὶ τῶν ἐγγύων καὶ ἕκ τῶν ὑπαρχόντων] αὐ[τ]-
 οῖ[ς] πάντων κατὰ τὸ διά[γ]ραμμα.
 “Let the right of execution lie with Jason and anyone else pro-
 ceeding on his behalf both from them (*scil.* the debtors) and
 their sureties and from all their property in accordance with
 the decree.

F. Gr. P. Reinach 28/14-18, Ioan, late ii B. C. :

τῆς [πράξεως οὔσης] σοί τε καὶ τοῖς [παρὰ σοῦ ἐξ ἐμοῦ τε καὶ ἐκ
τῶν [ὑπαρχόντων ἐ]μο[ί] πάντων καθάπερ ἐγὼ δίκης]

“the right of execution resting with you and those with you both
against me and against all my property as if on the basis of a law-
suit.”

It is evident from these examples that the Greek paragraph of execution contains several elements which were the subjects of separate paragraphs in demotic instruments. Thus the paragraph of general security corresponds to the Greek ἐκ τῶν τούτων ἀπάντων καὶ ἐγγράφων καὶ ναυτικῶν πανταχοῦ ὅπου ἂν ᾶσι and its variants; and the paragraph of credibility corresponds to the Greek ἢ πράξις ἔστω τῷ δεῖνα καὶ ἄλλω τῷ πράσονται περὶ αὐτοῦ. It will be noted that in the Greek paragraph of execution the executive clauses (καθάπερ ἐγὼ δίκης, etc.) are so articulated as to apply to all the constituent elements of that paragraph; and it is therefore noteworthy that the clause *n htr (n) iwty mn* (with or without *(n) iwty sh nb*) occurs in the demotic paragraphs which correspond to the separate elements of the Greek paragraph of execution. Finally, it should be noted that the Greek executive clause did not become operative in contracts between private persons until the initial term for performance had passed and a subsequent term and penalty had become operative.

If we turn now to the paragraphs which stipulate the payment of mulcts to the state, we find that the Greek paragraphs regularly contain a so-called *clausula salvatoria*, which stipulated that the payment of the mulct in no way lessened the debtor's obligation to fulfill his agreement (e.g. καὶ μηδὲν ἦσσον ἐπάναγκον ποιείτω κατὰ τὰ προγεγραμμένα. “and let it be no less necessary that he act in accordance with the afore-written.” Gr. P. Tor. 4/27-28).¹ The corresponding demotic clause is of the form *i(w)=k m-s3-y n mn c n n htr (n) iwty mn*, “while you still have a claim against me for such and such, necessarily (and) without delay”.² Here we find a parallelism in function of *n htr (n) iwty mn* and ἐπάναγκον that was suggested by the Greek translations

¹ On the *clausula salvatoria* consult Taubenschlag, 1955, p. 300.

² V. dem. P. Adler 22/23, 27/15, dem. P. Berlin 3105/18, and dem. P. Lille 29/28.

of *n htr (n) iwty mn* by *ἐπάναγκον*. Other Greek texts (e.g., Gr. P. Leyden O/28 and Gr. P. BGU 8.1733/22) append the paragraph of execution to the paragraph which stipulates the payment of the mulct and thereby secure the enforcement of all outstanding obligations by an execution *καθάπερ ἐγ δίκης*. In this case *n htr (n) iwty mn* corresponds to *καθάπερ ἐγ δίκης*.

In conclusion, then, we have furnished a number of examples in which *n htr (n) iwty mn* (with or without *(n) iwty sh nb*) is parallel to Greek executive clauses. It seems, therefore, that the demotic clause is also an executive clause. While the Greek notaries had at their disposal a number of expressions for compulsory performance, it appears that their Egyptian counterparts confined themselves to a single clause when it was desired to indicate compulsory performance.¹ The precise effect of the executive clauses in an instrument is still not clear: but they probably accelerated the process by which one obtained execution.

¹ The use of *r h mdt Pr-ᜪ* for *πρὸς βασιλικά* is a *ἅπαξ λεγόμενον*. Very rarely the older expression *(n) iwty dd knb.t* and its variants were used in place of *n htr (n) iwty mn*.

Chapter VIII

PARAGRAPHS GOVERNING EVIDENCE OF PAYMENT AND OF PERFORMANCE

The earliest example of a paragraph governing evidence of payment reads as follows:

bn iw=y rh dd dy=(y) n=k mn iw p₂y sh n-dr.t=k

"I shall not be able to say, 'I have given to you such and such', while this instrument is in your hand."¹

I know of only two examples of paragraphs of this form which date to the Ptolemaic period.² The most common form of paragraph governing evidence of payment (I have 22 examples) is restricted to the Ptolemaic period and reads as follows:

bn iw=y rh dd dy=y n=k mn (n) iwty iw (7 examples) or

bn iw=y rh dd dy=y n=k mn (n) iwty iw iw=f^c h^c rt (15 examples).

"I shall not be able to say, 'I have given to you such and such', without a receipt." or

"I shall not be able to say, 'I have given you such and such', without a valid receipt."

¹ *V.* dem. P. Loeb 48/8-9 (Gebelen, 498 B.C.), dem. P. Berlin 3110/9 (Thebes, 498 B.C.), and dem. P. Louvre E9293/8-9 (Thebes, 499 B.C.). The same paragraph is found nearly *verbatim* in an Aramaic papyrus from Elephantine (Aram. P. Cowley 10/11-12 [456 B.C.]: *w-l² 2-kl 2mr l-k'lni'šlm-t-k b-ksp-k w-mrbyt-h w-spr-2 znh b-yd-k*, "I shall not be able to say to you that I have paid you your money and its interest while this instrument is in your hand").

² These are dem. P. Leyden 373a/6 (Memphis, 130 B.C.) and dem. P. Louvre 2429/3-4 (Thebes, 232 B.C. ?).

Beginning in the Ptolemaic period we also find the following paragraph:

bn iw=y rh dd ir=y n=k mn iw p3 sh nty hry n-dr.t=k,

“I shall not be able to say, ‘I have performed for you such and such’, while the above instrument is in your hand.” (I have 19 examples).

We also find the following combinations of paragraphs:

A. dem. P. Louvre 2429/3–4 (Thebes, 232 B.C.?):

bn iw=y rh dd dy=y n=t hq hl nty nb (n) p3 t3 n-im=w (n) ivty iw [iw=f^ch^c r^t] ir=y n=t p3 hp (n) p3 sh nty hry iw p3 sh nty hry n-dr.t=k,

“I shall not be able to say, ‘I have given to you money, penalty, (or) anything in the world of them,’ without a [valid] receipt (or), ‘I have performed for you the right of the above instrument,’ while the above instrument is in your hand.”

B. dem. P. BM 10607/5–6 and 10609/4 (Fayûm, 190–186 B.C.):

bn iw=y rh dd n=t dy=y n=t hq.w nty hry nty nb (n) p3 t3 n rn (n) p3 sh nty hry dy st n=t rmt nb (n) p3 t3 n rn=y ir=y n=t p3 hp (n) p3 sh nty hry (iw) p3 sh [nty hry] n-dr.t=t,

“I shall not be able to say to you, ‘I have given to you the moneys which are (specified) above (or) anything in the world in the name of the above instrument,’ (or), ‘any man in the world gave them to you in my name,’ (or), ‘I have performed for you the right of the above instrument,’ (while) the [above] instrument is in your hand.”

C. dem. P. Reinach 3/16–17 (Tehne, ii B.C.):

bn iw=n rh dd dy=n n=k n3 sw nty hry ir=n n=k p3 hp n p3 sh nty hry [r p3 sh nty hry] n-dr.t=k,

“We shall not be able to say, ‘We have given to you the wheat which is (specified) above,’ (or), ‘we have performed for you the right of the above instrument,’ [while the above instrument] is in your hand.”

Originally it appears that to prove payment it was required that the instrument which embodied the debt be no longer in the possession of the creditor. Later, apparently near the beginning of the Ptolemaic

period, new requirements were formulated according to which proof of payment necessitated the production of a valid receipt while proof of performance necessitated that the instrument of indebtedness be no longer in the possession of the creditor. There is implicit in this formulation a legal distinction between payment (*dare*) and performance (*facere*) which is of considerable interest.

Partsch¹ discussed the paragraphs governing evidence of payment and of performance (*Beweisklauseln*) in his commentary to the demotic instruments of surety. He stressed the importance of the creditor's possession of the instrument as evidence for the existence of debt in ancient law in general and made particular reference to 4th Century Attic law.² He was unaware of any exact parallels to the demotic paragraphs in the Greek sources but cited Greek clauses which performed similar functions. In two receipts for dowries, Gr. P. BGU 1.251/8 (Fayûm, A. D. 81) and Gr. P. BGU 1.183/9-10 (Fayûm, A. D. 85), the recipient subjected himself to a penalty for failure to return the dowry on demand and to execution against himself and his property *καθάπερ ἐγὼ δίκης*; and he agreed that "so long as the instrument remains in circulation (?) it is valid" (*μενούσης ἐπὶ χώρας τῆς συγγραφῆς ἀπερίλυτον εἶναι*). In Gr. P. Oxy. 3.506/15-16 (A. D. 143), a loan, it was stipulated that the debtors shall pay interest at fixed intervals and that "the creditor is to be trusted concerning everything for which the debtors do not produce his written receipt" (*τῆς πίστεως περὶ τὸν δεδανεικότα οὐσης περὶ ὧν ἐὰν μὴ ἐπιφέρωσι αὐτοῦ αἱ δεδανεισαμένα ῥάμματα*). Lastly, according to Partsch's interpretation, the following Greek clauses in the Alexandrian papyri should be understood as "*Beweisklauseln*":

ἀκύρων οὐσῶν καὶ ἐὰν ἐπενέγκωσιν πίστεων πασῶν,

"all (documents of) immunity which they (*scil.* the debtors) may produce being unauthoritative" (*e.g.* Gr. P. BGU 4.1155/38-39),
and

καὶ μὴ ἐπιφέρειν πίστεις ἢ ἀκύρους εἶναι,

"and not to produce (documents of) immunity, or that (if the debtor does) they are unauthoritative."

¹ V. Partsch, 1920, pp. 557-561.

² Dem. 25.69 was of particular importance for his discussion.

Recently Seidl¹ has reconsidered the evidence for rules for proof in the Greek and Egyptian papyri of the Ptolemaic period and has detected in both a greater emphasis upon the establishment of criteria for proof of indebtedness in lawsuits than upon actual discharge of obligations. He concluded that "as far as its structure is concerned Ptolemaic law recognizes no 'extinction of obligations'".² It should be noted, however, that Seidl had much more material available for Egyptian usage than for Greek. Moreover, much of his data is derived from legal instruments; and while the parties to agreements were no doubt much concerned with the establishment of rules for proof of payment and performance, we cannot be certain to what degree the courts were bound to abide by these rules. It is quite certain that the Greek courts had much greater freedom to weigh evidence than did the native courts.

Of particular interest is the emergence during the Roman period of clauses in the Greek papyri from Egypt whose relationship to the demotic paragraphs under discussion is apparent not only in their sense but also in their very wording. The earliest example, Gr. P. Oxy. 8.1130, is dated A. D. 484 and documents a loan of money. The debtor acknowledged his indebtedness and then promised (lines 15-20):

---ἐπάναγκες ἀποδώ[σ]ω σοι---ἀνυπερθέτως καὶ ἄνευ πάσης ἀντιλογίας. καὶ ἐπὶ τούτοις οὐκ ἐξέσ(εσ)θαι μοι λέγειν δεδω[κ]έναι τι ἐκ τοῦ προϋ. γραμμένου χρέους χωρὶς ἐνγραφουῦς ἐντάγιον ἢ οὖν ἀποχῆ(ς) ἢ πρὸ ἀνακωμιτῆς καὶ λητρόσε[ως] τοῦδὲ μου γραμματιοῦ---

"--- I shall repay you necessarily --- without postponement and without any dispute; and on these terms, (*viz.*) that it shall not be possible for me to say that I have given any part of the aforementioned loan, without a written document or receipt or before the recovery and annulment of this my instrument ---".

The other example occurs in another acknowledgement of indebtedness, Gr. P. Stud. Pal. 20.139, dated A. D. 531.³

¹ V. Seidl, 1948, pp. 197-202.

² V. *op. cit.* p. 200.

³ V. Wenger, 1923, pp. 34-35.

---[καὶ μὴ ἐξεῖναι μοι λέγειν δεδοκέναι [σ]οι τι χω[ρ]εῖς ἐγγράφου σου ὑποδείξεως ἢ γούν ἀνακομιδῆς τοῦδε ἡμῶν γραμμ(ατείου)---
 “--- and that it shall not be possible for me to say that I have given to you anything, without evidence in writing from you or (without) the recovery of this our instrument ---”.

The question at once arises as to the influence of Roman law on these arrangements. Strictly interpreted, these formulae require that even if the debtor has actually paid his debt and can prove it on other grounds he will not be freed from debt unless he can produce a receipt or the original instrument of indebtedness. In effect, extinguishment did not depend upon performance. Such a conception was alien to Classical Roman law. “Under classical law due performance extinguished any obligation *ipso iure*, no formal or informal release or acquittal being required.”¹ Reliance on rules governing proof and upon written evidence was, however, deeply ingrained in the legal thought of the inhabitants of the Eastern Provinces of the Empire: and several *responsa* in the name of the emperors were issued specifically to reaffirm the classical conception of extinguishment. Thus in A. D. 205 it was declared that “*Si exsoluta est pecunia, nihil obest veritati, quod cautio integra maneat apud creditorem,*” “If the money has been repaid, it is in no way prejudicial to the truth that the instrument of indebtedness remain uncanceled in the possession of the creditor.” Again, in A. D. 262 the emperors Valerianus and Gallienus informed a certain Metrodoros: “*Si potes probare omnem pecuniam exsolutam creditori tuo, cautio tua quae apud heredem eius remansit inanis est,*” “If you are able to prove that all the money has been paid, your acknowledgement of indebtedness which remains in the possession of his heir is void.” By the time of Justinian’s codification (A. D. 528), however, strict rules for proof of extinguishment had been introduced. If a debt had been acknowledged in writing, proof of payment required a written receipt (*securitas*) or five witnesses.² The influence of peregrine legal concepts on post-classical Roman law is well known, and it is most probable that the formulae we have cited above are a manifestation of the resurgence of peregrine usage which was later recognized as valid in

¹ V. F. Schulz, 1951, p. 629 § 1073.

² V. Kaser, 1959, pp. 319–120, and *Cod. iust.* 4.20.18.

the Codex Iustinianus. Indeed, it is possible that the citation in the Codex for the year A. D. 528 was only the restatement of an earlier regulation.

If, as seems likely, the formulae are not of Roman origin, where do they come from? Although no such formulae are attested in earlier Greek papyri, a Greek source cannot be excluded. Rules for proof as opposed to the free evaluation of evidence were not unknown to the Greeks,¹ and the mode of expression employed in the formulae conforms to good Greek usage.² In a Greek papyrus from Alexandria (!) dated 18 B. C. (Gr. P. BGU 4.1127.20) we find a prohibition against making a specific statement:

καὶ μῆ ἐξίναί τῶι Ἀπολλωνίῳ λέγειν, “οὐκέτι παραχωρ[ῶ]”,
 “and that Apollōnios is not able to say, ‘I am no longer making
 a transfer of title.’”

Yet in view of the existence of formulae in the demotic and Aramaic papyri which correspond almost *verbatim* to those which appear in the Greek papyri of the Roman period, the possibility of a non-Greek source cannot be excluded; and we cannot affirm with E. Weiss that the formulae of the Roman papyri are certainly “an echo of an early Hellenic concept”.³

It will be recalled (*v. supra* p. 144 n. 1) that the earliest type of demotic paragraph governing evidence of payment occurs almost *verbatim* in an Aramaic papyrus dating to 456 B. C., *i. e.* 43 years later than the earliest demotic example. J. Rabinowitz⁴ has contended that “there is a strong probability that the Aramaic version is the original”. He claimed that the sense of “I shall not be able” (dem. *bn ἰνεϑ rh;* aram. *lʿ ʿ-kl*) is “I shall not be allowed”. He endeavored to show that the Hebrew *ykl* when coupled with the negative *lʿ* was a technical legal idiom and that “the sense of *not being allowed, not having autho-*

¹ V. Seidl, 1962, p. 96.

² Statements to the effect that something shall or shall not be possible (*ἐξίναί*) for a contracting party are well attested in the Greek papyri and in *I. G.* 12.7.59 we find *ἐξίστω παράσθαι Πραξικλεῖ* (the inscription is variously dated between iv and ii B. C.).

³ V. Weiss, 1923, p. 367 n. 34.

⁴ V. Rabinowitz, 1956, pp. 104-106.

riety is a Hebraism".¹ He then proceeded to argue that although the formula governing proof of performance does not occur in the Aramaic papyri, "it, too, was apparently copied from an Aramaic model".² Finally, he alleged to have discovered yet "another Aramaism" in the clause which refers to a receipt "which stands on its feet" (*iw=f^ch^c r^l*). He informed us that in the terminology of the Talmud the word *qyw^m*, "which literally means a *causing to stand*", was used in Aramaic and Talmudic sources in the sense of *confirmation* (of documents). He noted the expression *str mqwym*, "a document which has been made to stand", in Talmudic terminology and says "This is probably meaning of the word (*sic!*) which has puzzled Egyptologists and which Sethe-Partsch render as *bestätigt*."³ It too is an Aramaism we are assured.

The facility with which "Aramaisms" rolled from Rabinowitz's pen has already drawn criticism from other scholars, and there is no need to elaborate upon the great risks involved in attempting to draw broad conclusions from the limited material available.⁴ A restrained examination of some of the problems involved in comparing the Aramaic and demotic documents found in Egypt has been presented by R. Yaron.⁵

In one case Rabinowitz postulated an "Aramaic" source for a common Egyptian formula and yet could not even cite parallels in the Aramaic texts. As for the possibility that "not being able" is a Hebraism, I cannot make pronouncements on Hebrew legal terminology. It is at least as likely – if not more so, given the place of origin of the Aramaic texts – that the Aramaic formula was modeled on the demotic as *vice versa*.

¹ *V. op. cit.* p. 105.

² *V. op. cit.* p. 105.

³ *V. op. cit.* p. 105.

⁴ For references to criticisms of Rabinowitz's work consult Yaron, 1961, p. 98 note 1; and note in particular Yaron's critique, 1959, 308–331. See also Nörr, 1961, p. 97 note 24.

⁵ F. Yaron, 1961, pp. 99–113.

Chapter IX

THE PARAGRAPH OF CREDIBILITY

Perhaps the most perplexing paragraph in the Brooklyn papyri is the following:

*p3y=k rd p3 nty nhṯ (r) mdt nb nty iw=f (r) ḏd.t=w irm=y (n) rn (n)
mdt nb nty hry mtw=y ir=w r hrw=f n htr (n) iwty mn*

“Your representative is the one who is to be believed with regard to everything which he will discuss with me in the name of everything which is (specified) above; and I shall perform them at his bidding, necessarily (and) without delay.”¹

Before analyzing the paragraph it is necessary to introduce several major variants which must be taken into consideration:

A. *iw p3y=k rmt nhṯ r-r=w mtw=y dy.t st n=k* (dem. P. Ryl. 8/7–8, 562 B.C.), “and your man is to be believed with regard to them; and I shall give them to you.”

B. *mtw=k p3y=k rd gr p3 nty nhṯ [r mdt] nb nty iw=f ḏd[.t=w irm]=n
[n] rn (n) [m]dt [nb] nty hry mtw=n ir=w (r) hrw=f (n) [htr] (n) iwty mn
(n) iwty [s]h nb*

“You or your representative is the one that is to be believed [with regard to] every[thing] which he will dis[cuss with] us [in] the name of [everyth]ing which is (specified) above; and we shall perform

¹ V. dem. P. Brooklyn 37.1796E/25–27, 37.1802E/25–26, and 37.1803E/21–22,

² V. dem. P. Eleph. 6/32–34 (225 B.C.), dem. P. Cairo 30781/5–7 (203 B.C.) and 30780/6–8 (203 B.C.).

them at his bidding, [necessarily] (and) without delay (and) without any [bl]ow.”

- C. $p\bar{3}y=t$ rd $p\bar{3}$ nty $nh\bar{t}$ r $t\bar{3}$ $w\bar{d}\bar{3}.t$ $[n]$ $p\bar{3}y=t$ $^c k$ hbs nty $i(w)=s$ r hpr r
 c . $wy=y$ $mtw=y$ $dy.t$ st $n=t$ hr $rnp.t$ nb n htr (n) $i\bar{w}ty$ mn (n) $i\bar{w}ty$ $\bar{d}\bar{d}$
 $knb.t$ nb mdt nb n $p\bar{3}$ $t\bar{3}$ $\bar{i}rm=t$,¹

“Your representative is the one that is to be believed with regard to the arrears [of] your maintenance which will be my responsibility; and I shall give it to you every year, necessarily (and) without delay (and) without disputing any title or anything in the world with you.”

- D. $mtw=t$ $t\bar{3}$ nty $nh\bar{t}$. w (r) $t\bar{3}$ $w\bar{d}\bar{3}.t$ (n) $p\bar{3}y=t$ $^c k$ hbs nty $i(w)=s$ hpr (r)
 c . $wy=y$ $mtw=y$ $dy.t$ st $n=t$,²

“You are the one who is to be believed with regard to the arrears of your maintenance which will be my responsibility; and I shall give it to you.”

- E. $mtw=t$ $(t\bar{3})$ nty $nh\bar{t}$ r - $hr=y$ n - $\bar{i}m=w$ (n) $i\bar{w}ty$ $\bar{d}\bar{d}$ $knb.t$ nb mdt nb n $p\bar{3}$
 $t\bar{3}$ $\bar{i}rm=t$,³

“You are the one who is to be believed against me with regard to them, without disputing any title or anything in the world with you.”

It will have been observed that one element remains constant in all examples quoted; namely, the assertion that someone is to be believed. For this reason I propose to designate these paragraphs “paragraphs of credibility”.

Of the marriage documents collected by Lüddeckens, 1960, 42 contain paragraphs of the types illustrated; and of the 42 only 2 (dem. P. Ryl. 10/3–4 [315 B.C.] and dem. P. Louvre 2429/4–5 [232 B.C.]) are concerned with representatives. All the others are concerned with a wife’s (*i. e.* a creditor’s) credibility. Moreover, the two exceptional paragraphs are only concerned with the credibility of the wife’s representative and make no reference to the wife’s credibility. On the

¹ *V.* dem. P. Ryl. 10/3–4 (315 B.C.).

² *V.*, *e. g.*, dem. P. BM 10607/5 (*ca.* 186 B.C.). I have 25 examples.

³ *V.*, *e. g.*, dem. P. Ryl. 20/9 (116 B.C.). I have 14 examples.

other hand, in documents not concerned with marriage settlements there is not one example of a paragraph of credibility which is not concerned with a representative; and only three examples make any reference to the creditor's credibility (*v. p.* 151 n. 2).

In the light of these facts it seems desirable to divide the paragraphs of credibility into two main categories:

- 1) those concerned with establishing the credibility of wives in marriage settlements, and
- 2) those concerned with establishing the crediability of representatives (with or without creditors).

The credibility of wives:

Let us first consider those paragraphs which establish the credibility of wives. These fall into two distinct groups:

- a) those in which a wife is to be believed with regard to arrears of maintenance (example D above), and
- b) those in which a wife is to be believed with regard to her "feminine articles" (*nkt. w n s-hm.t*) (example E).

These groups differ in several details. Those of group *a* include a promise of performance which is never reinforced by the executive clause *n htr (n) iwty mn* (with or without (*n) iwty sh nb*). Those of group *b*, all of which come from Hermonthis or Gebelên, omit any promise of performance by the debtor and reinforce the wife's credibility with the clause (*n) iwty dd knb.t nb mdt nb n pꜣ tꜣ irm=t*, "without disputing any title or anything in the world with you".

Lastly, there is one example of a paragraph establishing the credibility of a wife which fits into neither group (dem. P. Cairo 50129/11 [86 B. C.]):

mtw=t tꜣ nty nhꜣ (r) mdt nb nty iw iw=t dd irm=y (n) rn (n) mdt nb nty hry mtw=y ir=w r hrw=t (n) htr.t.

"You are the one that is to be believed with regard to everything which you will discuss with me in the name of everything that is (specified) above; and I will perform them at you bidding, necessarily."

The credibility of representatives:

Let us now consider those paragraphs which establish the credibility of representatives. These fall into two categories:

- 1) those which establish the credibility of representatives and of creditors (examples *A* and *B* supra), and
- 2) those which establish the credibility of representatives only.

With the exception of example *A*, which because of its very early date (562 B.C.) may be treated apart, and example *C*, the following details are constant in the paragraphs of both categories:

- a) the employment of *r mdt nb nt; iw:f r qd. t-w irm=y n rn n mdt nb nt; hrv*, "with regard to everything which he will discuss with me in the name of everything which is (specified) above," to describe the matters with regard to which credibility was to be established.
- b) a promise by the debtor to perform *r hrv*, "at the bidding of," the representative, and
- c) the reinforcement of the debtor's promise to perform by *n htr (n) iwty mn*, "necessarily (and) without delay".

Example *C* occurs in a marriage document and established the representative's credibility with regard to possible arrears of maintenance. It will be noted, however, that, unlike the similar paragraphs which established a wife's credibility (example *D*), this paragraph reinforced the debtor's promise to perform by means of the executive clause, "necessarily (and) without delay".

If the paragraphs of type (*a*) which concern wives be compared with those which concern representatives in the light of the preceding analysis, it emerges that in the latter the debtor's promise to perform is *always* reinforced by the executive clause. In the former, however, only one example of this paragraph reinforced the debtor's promise by means of the executive clause. Does the difference with regard to the employment of the executive clause result from the nature of the agreements or does it depend upon the fact that in one case representatives were involved and in the other wives?

In all the examples of paragraphs concerned with representatives – save one – the words which follow the verb *nhf* are invariable: *r mdt nb*

nty ḏw=f r ḏd. t=w irm=y n rn n mdt nb nty ḥry mtw=y ir=w r ḥrw=f n ḥtr (n) *iwt y mn*, "with regard to everything which he will discuss with me in the name of everything which is (specified) above; and I shall perform them at his bidding, necessarily (and) without delay". Moreover, in all these paragraphs the executive clause is employed.

In dem. P. Cairo 50129/11 (quoted on p. 153), which concerns a wife, the only detail in which it differs from the paragraph concerned with representatives is the initial phrase *mtw=t t3 nty nḥt*, "you are the one that is to be believed". Further, it is *only* this detail which puts it into the class of texts concerned with wives. It is possible, I suggest, that the notary of this document inadvertently slipped into the phrase *r mdt nb* after writing the verb *nḥt* and thereafter wrote out the paragraph as if it were that concerned with representatives. The executive clause, would then, have appeared only because it was a fixed element in the paragraph involving representatives. That the presence of the executive clause may have been connected with the fact that as representative was involved may also be supported by the fact that in dem. P. Ryl. 10 (example *C supra*), which concerns a representative, the executive clause was employed even though the standard formulae of the paragraph concerned with representatives had been replaced by formulae typical of the paragraph concerned with wives of type *a* (p. 153 *supra*) in which the executive clause never appears.

It should be observed, however, that the two exceptional examples just discussed may be the sole surviving examples of two distinct paragraphs. It should not, however, be held that it is too mechanical a solution to assert that the presence or absence of certain provisions in a given paragraph may have been the result of a notary's having unconsciously slipped into a different formulae. The legal texts clearly reveal that the notaries operated within a framework of standardized paragraphs and clauses in which fixed elements predominated. Given such a system, lapses of the type postulated could hardly have failed to occur from time to time.

Possible parallel clauses in the Greek papyri:

Spiegelberg, 1905, p. 214, raised the question as to whether this paragraph might correspond to the Greek *πρᾶξις*-clause, which established the creditor's right to accelerated execution. Griffith, 1909, III, p. 59 n. 6 and p. 51 n. 3, adopted the view that the Greek and demotic

provisions did correspond: and Sethe, 1920, p. 56, subsequently took the same position. These interpretations were, however, based upon the mistaken reading of the verb *nhj*, "to trust," "to believe," as *t3y htr*, which was taken to mean "to take compulsion," or the like. When Spiegelberg, 1925; 2, pp. 24-29, succeeded in establishing *nhj* as the correct reading of the verb, the earlier interpretations of the paragraph were to a large degree invalidated. Spiegelberg undertook to reevaluate it and concluded that its effect was to assure that any action taken by a creditor or his representative with regard to any aspect of the transaction would be legally effective (*rechtswirksam*). Recently Seidl, 1962, p. 144 and n. 4, has suggested a comparison of the demotic paragraphs with the Greek *κρῖα*-clause by which the debtor agreed that the instrument recording his indebtedness should be authoritative wherever produced and for whomsoever should produce it.

There are in the Greek *κρῖα*-clause certain variable elements. Thus in one text it may be stipulated that an instrument be authoritative everywhere produced by the contracting parties or their agents "as if the agreement had been made in that place".¹ Other texts provide that the instrument be authoritative wherever produced and for whomsoever should produce it.² In many documents the clause is reduced to the simple assertion that the instrument was authoritative. Finally, it should be noted that the *κρῖα*-clause was not employed in every instrument. When dealing with formulae of this sort not too much emphasis should be laid upon the abbreviated form since it is quite likely that the abbreviated forms were understood as having the same purport as some of the fuller forms. It does seem, however, that the constant element of the *κρῖα*-clause was precisely the assertion that the instrument was to be authoritative.³

In its simplest form, then, the *κρῖα*-clause regarded the instrument and only secondarily and in expanded form the bearer of that instrument. By contrast the central concern of the Egyptian paragraphs

¹ J. Gr. P. Eleph. 1/13-15 (311/310 B.C.).

² J. Gr. P. Eleph. 2/15-16 (285/284 B.C.).

³ On the Greek *κρῖα*-clause see the study by Hässler, 1960. My study of the demotic material was completed before I had access to Hässler's book. If I understand him correctly, our views of the Greek material correspond; and accordingly I cite his study in support of my argumentation, which remains unaltered.

of credibility was the assertion that the creditor or his representative was to be believed. Hence I reject an equation of these formulae although I admit that there appears to be some correspondence between the Greek conception of authoritativeness and the Egyptian notion of credibility.

I have, however, suggested above (v. p. 142) that several elements of the Greek *πρᾶξις*-clause corresponded to separate paragraphs in the demotic instruments and that the paragraph of credibility when concerned with representatives may have corresponded to the phrases in the *πρᾶξις*-clause which granted the right of execution to persons proceeding on behalf of a creditor (*ἀλλὰ τῶι πράσσουντι περὶ αὐτοῦ; τοῖς παρὰ τοῦ δεῖνα*). There are several reasons for preferring a correspondence with the *πρᾶξις*-clause in preference to a correspondence with the *κυρία*-clause. Most important is the presence of the executive clause *n htr (n) iwtj nm* as a fixed element in the paragraphs concerned with the credibility of representatives. It has been shown above that the Egyptian executive clause corresponded to the Greek phrases *καθάπερ ἐγ δίκης, etc.*; and the Greek phrases are typical of the *πρᾶξις*-clause and never, to the best of my knowledge, appear in the *κυρία*-clause.

Moreover, the paragraph of general security is closely related to the paragraph establishing the credibility of representatives. In twelve instances, it immediately precedes the paragraph of credibility and in four other cases only a single paragraph intervenes. Lastly, as was pointed out above (v. p. 140) the presence or absence of the demotic executive clause in the paragraph of general security seems to be a function of the presence or absence of the paragraph of credibility of representatives in the same instrument.

It should also be noted that the demotic word for representative (*rd*) has an early history of use as a technical term for "representative in a lawsuit" and that the idiom *ḏd irm*, "to discuss with," was used as a technical expression for discussion in a legal context. The paragraph would be affirming that the representative was to be believed in proceedings aimed at obtaining the enforcement of the conditions of the agreement.

If our suggestion prove well-founded, we have a set of demotic paragraphs each of which corresponds to one of the possible elements of the Greek *πρᾶξις*-clause:

- 1) the paragraph of general security would correspond to the Greek right of execution against all the debtor's property (*ἐκ τῶν ὑπαρχόντων πάντων*)
- 2) the paragraph of personal liability would correspond to the Greek right of execution against the debtor (*ἐκ τοῦ δεῖνα*),
- 3) the paragraph of the credibility of representatives would correspond to the Greek right of execution for those proceeding on behalf of the creditor, and
- 4) the executive clause would correspond to the Greek *καθάπερ ἐν δίκῃς et sim.*

Chapter X

THE PARAGRAPH OF MULCT

Of all the paragraphs which occur in the Brooklyn papyri none is of greater interest for the history of the reception of Greek institutions into native Egyptian law than that which prescribes a mulct to be paid to the burnt offerings and libations of the kings (*fr. dem. P. Brooklyn 37.1803 E/19-21*).

Ever since Lumbroso noted the existence of mulcts to the crown in private legal instruments from Egypt and included them among the sources of Ptolemaic revenue, there has been general agreement as to their function.¹ They were evidently designed to involve the state in the execution of private debts and thereby, on the one hand, to accelerate that process for the creditors and, on the other, to provide yet another means for enriching the crown.

That the demotic and Greek mulcts were related to one another is a conclusion latent in the discussions of several scholars and explicit in those of others. Thus E. Revillout expressed the opinion that the mulcts in the demotic instruments were not Egyptian and that they had been introduced in the reign of Euergetes II Philometor² in order to subject debtors to the jurisdiction of the officials who superintended the revenues of the crown.³

By 1897, however, Revillout had formulated his fantastic theory of

¹ V. Lumbroso, 1870, pp. 313-314. *cf.* Revillout, 1886, pp. 205-206; Bouché-Leclercq, 1906, p. 160; and Préaux, 1939, p. 408.

² V. Revillout, 1881-1882:2, p. 254.

³ Revillout, 1886, p. 206. *Cf. ib.*, 1903, p. 1301.

the Chaldaean origin of the mulet to the crown and had ceased to contribute to the study of the problem.⁸

In the meantime L. Mitteis had produced a discussion of the mulets to the crown, which to this day merits the attention of serious students. He concluded that the mulet found in the papyri from Egypt was "among the Egyptians ancient national law, which already appears in the demotic and Greek documents of the Ptolemaic period".¹ In 1905 Th. Reinach independently proposed the equation of the Greek and demotic mulets.²

Then, in 1911, A. Berger building on the foundations laid by Mitteis, undertook an extensive study of penalty clauses in the Greek papyri. In this study he devoted considerable space to the mulets and also took into account the demotic papyri, with regard to which he had the advice of W. Spiegelberg.³ While Berger's collections of examples substantially increased the sources available for the study of mulets, his conclusions advanced little beyond those of his predecessors. In particular, he regarded his researches as having fully confirmed Mitteis' findings; for he regarded it as certain that the mulet was an institution of ancient Egypt.⁴ Berger was decisively influenced by the occurrence of mulets in demotic texts: but he did add the qualification that the mulets were only attested *during the Ptolemaic and Roman periods*.⁵

K. Latte, in his study of sacral legal forms among the Greeks (1920), brought the mulets in the Greek papyri into connexion with the sacral fines recorded in inscriptions from the Greek homeland, and therefore held them to be a Greek institution.⁶ In 1927, in the course of a discussion of the jurisdiction of associations in Hellenistic Egypt, M. San Nicolò returned to the mulet in a lengthy footnote, which by virtue of its precision, documentation, and economy I regard as the best statement yet made on the mulets in the Graeco-Egyptian papyri.⁷ He

¹ V. Mitteis, 1891, p. 59 *cf.* pp. 528, 529, 531 and 532.

² V. Reinach, 1905, p. 209 n. 4.

³ Berger, 1911, p. 37 n. 2, and *cf.* pp. 36-38, 93 *sqq.* and *passim*.

⁴ Berger, 1911, pp. 96 and 100.

⁵ Berger evidently reasoned that whatever appeared in demotic texts could only be of Egyptian origin; and in this approach he was and has not been alone.

⁶ V. Latte, 1920, p. 60.

⁷ V. San Nicolò, 1927, p. 284 n. 127.

⁸ V. Revillout, 1897, pp. 116-117.

fully appreciated the relationship of the Greek and Egyptian mulcts and concluded that they were probably a Graeco-Hellenistic institution. Unfortunately the fact that San Nicolò buried his remarks in an out-of-the-way footnote has resulted in their having been overlooked. Subsequently R. Taubenschlag declared that the mulcts were elements of both Greek and native Egyptian law. He added them to a list of other clauses which secured contracts and were – so he held – also native to both Greek and Egyptian law; and he concluded that the co-existence of such parallel but independent clauses left no room for mutual influences between the two systems.¹

The purpose of the present discussion is to demonstrate the Greek origin of the demotic mulcts to the crown in private legal instruments, to study the special forms taken by both the Greek and demotic mulcts, and to examine some aspects of the mulct as a legal institution.

The Greek mulcts in the Papyri from Egypt:

The mulcts to the crown fall into two main groups:

- a) those which specify the payment of a specific sum to the contracting party whose interests have been harmed and an equivalent sum to the state, and
- b) those which provide for the payment of a specific sum (generally reckoned in copper money) to the injured party and another sum (generally reckoned in silver money) to the state.

As a rule the sum paid to the state in case *b* was in the ratio of 20 drachmae of silver to the state for every talent of copper paid to the injured party.² There are also examples of texts which only provide for the payment of a mulct to the crown.

The sums paid to the crown were described as:

- 1) being “consecrated” to the kings (*ἱεραὶ βασιλεῦσι; ἱεραὶ τοῖς βασιλεῦσι*),

¹ V. Taubenschlag, 1936, as reproduced in *ib.*, 1959, pp. 590–591. This is part of his general thesis that it was the Egyptian law of obligations that was least affected by Greek influences.

² V. Berger, 1911, p. 33.

- 2) being "consecrated to the royal treasury" (*ἱεραὶ εἰς τὸ βασιλικόν*),
- 3) being consecrated to the king and queen, and
- 4) being paid to the royal treasury (*εἰς τὸ βασιλικόν*).

After the Roman conquest the "royal treasury" (*τὸ βασιλικόν*) was replaced by the "public treasury" (*τὸ δημόσιον*). The earliest mulct known to me in the papyri refers simply to the money as being "consecrated" (*ἱεραὶ*) without specifying to whom. Evidently the consecration of money to the kings and payment of money to their private treasury amounted to the same thing.¹

The demotic mulcts:

The mulcts to the crown in the demotic texts were said to be given:

- 1) "for the burnt offerings and libations of the kings" (*r n3 gll.w n3 wtn.w n n3 Pr-c3.w*),
- 2) "for the burnt offerings of the king" (*r n3 gll.w n Pr-c3*),
- 3) "for the burnt offerings of the kings" (*r n3 gll.w n n3 Pr-c3.w*),
- 4) "to the king" (*n Pr-c3*),
- 5) "to the kings" (*n n3 Pr-c3.w*).

The demotic papyri provide both for the payment of specific sums to injured parties and an equal sum to the crown and for the payment of specific sums to the injured parties and different sums to the crown. In dem. P. Vienna 26 the injured party was to be paid 5 talents (*krkr*) of copper and the state 5 deben of silver. Thus the ratio was one deben of silver for every talent of copper; and since one deben equalled 20 drachmae, we have the same ratio in the demotic text as appeared in the Greek papyri (*viz.* 20 drachmae of silver for every talent of copper).²

The identity of the Greek and demotic mulcts:

It will have been observed that both the Greek and demotic mulcts exhibit the same variations with respect to the sums of money to be paid and that in particular the same ratio of 20 drachmae of silver

¹ On the *βασιλικόν* as the royal treasury consult Welles, 1934, p. 321. On the equivalence of the two expressions see Grenfell, 1896, p. 116.

² The same ratio appears in dem. P. Wiss. Ges. 16/11=Gr. P. Giss. 1.36/27-8.

court of the Khrematistai in which some members of an embalmers' guild accused others of their company of having violated the terms of the Egyptian instrument (*Αἴγυπτίαν συγγραφὴν*, col. i, line 3) which regulated the guild. One of the provisions of that instrument was cited in the plea (11. 5–7):

δί' ἧς ἐπάναγκες τὸν παραβησόμενον ἢ ἀντιποιησόμεν[ο]ν τῶν ἀποδικεσταλμένων ἐκάστωι ἀποτεῖσαι τῶι ἔθνει ἐπίτιμον χαλκοῦ νομισμα[τος]. . . καὶ εἰς τὸ βασιλικὸν τὰ ἴσα.

“through which (it was established) that the one who should violate or oppose the arrangements established for each necessarily pay to the society a penalty of [_____] of coined copper (money) and to the royal treasury an equal sum.”

A number of demotic instruments which establish the regulations of Egyptian societies survive; and the stipulation of a penalty to the society and a mulct to the crown is a recurrent detail. Thus in dem. P. Berlin 3115 col. 3/13–15 (end ii B.C.) we read:

pꜣ rmt nb mtw=f šm pꜣ bnr nꜣy hn.w iw=f dy.t krkr 2 r Pr-ꜣꜣ iw=f dy.t krkr 2 m-bꜣh Dmꜣ iw=w dy.t m-sꜣ r dy.t ἱr=f r h mdt nb nty sh ḥry

“As for any man who shall go outside these agreements, he shall give two talents to Pharaoh; and he shall give two talents to Djême, there also being a claim to cause him to act in accordance with everything that is written above.”

Other texts provide for the payment of mulcts “for the burnt offerings and libations of the kings” (v. dem. P. Cairo 30619 a+b/10-11 (138/7 B.C.) and dem. P. Prague, lines 27–28 (138/7 B.C.)) or “for the burnt offerings and libations of king Ptolemaios, may he live [eternally, son of] Ptolemaios together with Berenike, the Queen, together with Arsinoe, the Brother and Sister gods, etc.” (v. dem. P. Lille 29/26–28 [223 B.C.]). Although there survive no Greek instruments of the Ptolemaic period which preserve the mulct to the crown, there are several Greek instruments of the early Roman period which provide for the payment of a mulct “to the public treasury” (εἰς τὸ δημόσιον, v. Gr. P. Mich. 2.245/24–26).

In the light of this evidence there can be no other reasonable conclusion than that the demotic and Greek mulcts represent one and the same institution and that they should be studied conjointly.

The age of the mulcts in the Graeco-Egyptian papyri:

There has been general agreement, based upon the available sources, that the mulcts to the crown first appeared in private legal instruments from Egypt during the middle of the 2nd Century B.C.¹ Actually the earliest Greek text known to me which records such a mulct is a release for a house sold for debts dated 192 B.C. (Gr. P. Tebt. 3.1.816/31), the next earliest example being dated 162 B.C. (Gr. P. Leyden C/9-14). The earliest demotic provision in an instrument for a mulct to the crown is dated 223 B.C. (dem. P. Lille 29/26-28), the next earliest example which is securely dated being dem. P. Loeb 62/18-20 of 175/4 B.C. Thus, while it may well be that the use of mulcts in private instruments became more common during the 2nd. Century B.C., its origins certainly reach back into the 3rd Century B.C.

The burnt offerings and libations:

An examination of the expression "the burnt offerings and libations" of the kings in other contexts indicates that these mulcts may have been developed rather early in the 3rd. Century B.C.

The demotic "burnt offerings and libations" (*nꜣ gll.w nꜣ wtn.w*) plainly correspond to the Greek "sacrifices and libations" (*θυσίαι και σπονδαί*); and this correspondence is assured by the Rosetta Decree of 196 B.C. (dem. lines 29 and 30 = Greek lines 48 and 50) where *gll wtn* renders *θυσίαι και σπονδαί*. According to this decree the Egyptian temples were obligated to make sacrifices and pour libations on behalf of the royal house, and there survive several texts which refer to this obligation.² Thus the Greek inscription *OGIS* 139/12 (mid ii B.C.)

¹ This was already stated to be the case with the demotic papyri by E. Revilout (*v. supra* p. 159). V. Berger, 1911, p. 36, and Préaux, 1939, p. 408.

² This obligation dates to 265/4 B.C. when Ptolemy II had decreed that the apomoira tax, which originally had been paid to the temples, should be collected by the state and expended upon the new cult of Arsinoë Philadelphos. (*cf.* Gr. P. Revenue Laws 36/19 and Kortenbeutel, 1940, cols. 43-44, *s.r.* Apomoira. On the religious significance of sacrifices and burnt offerings in Egyptian cults of the Late Period see Junker, 1910, pp. 69-77.

from the temple of Isis at Philae preserves a petition to the king in which the priests alleged that the wrongs they suffered had resulted in the diminution of the temple's resources and that they "were in danger of not having the usual funds for the sacrifices and libations which take place on behalf of you (*i.e.* the king) and your children"; and sacrifices and libations are mentioned in Gr. P. Gurob 10/5 ff. (iii B.C.), a petition which refers to thefts from temples and probably plays on the same theme. In dem. P. BM 10591 vo ii/3-6. (1st half ii B.C.) the priests of Isis of Syene petitioned the strategos of the Theban nome for the registration of a small vineyard which, they alleged, was the source of income for the burnt offerings and libations of the king and his sister and his brother. Again in Gr. P. BGU 4.1200/10-13 a petition declared that a certain property yielded a sum of money "for the sacrifices and libations [due] to the god and master Cae[sar] Augustus". Evidently the petitioners hoped that their requests would receive a favourable hearing if they could convince the authorities that a decision favourable to them would benefit the crown:¹ and this is precisely the reason for the employment in private instruments of promises to pay sums for the burnt offerings and libations of the kings.

The use of the expression "sacrifice and libation" as a euphemism for the payment of taxes to the royal treasury by temples and other land owners is already attested in Gr. P. Revenue laws 36/3-19 (264/3 B.C.).² Moreover, its appearance in the Revenue Laws strongly suggests that the provision is of Greek origin.

The differentiation of the mulcts:

As was stated previously, the mulcts in the Greek papyri fall into several groups; but to the best of my knowledge no one has yet been able to account for these groups. There is, however, some indication that their differentiation was neither a matter of local variations nor entirely fortuitous. Thus all those texts known to me (21 examples) which prescribe the consecration of 20 drachmae of silver to the kings

¹ For the topos in petitions concerning injuries done to the cultic interests of the king see Collomp, 1926, pp. 119 ff., 123, and 207.

² *V. Grenfell*, 1896, p. 116. *Cf.* Gr. P. Hal. 1/245 (Alexandria, iii B.C.) for the "consecration" of a 5 per cent. sales tax on conveyances to the deified Alexander. *Cf. S. Eitrem*, 1937, pp. 26-48.

(*ἱεραὶ τοῖς βασιλεῦσι δραχμαί*) for every talent of copper paid to the injured party document executed contracts, *i. e.* they record completed transactions such as sales and repayments of debts. The mulcts were introduced into the instruments to guard against any attempt to overturn the agreement (*ἔφοδος; ἐπελθεῖν*). These paragraphs are often worded so as to apply to anyone who made such an attempt, but it seems from other texts that the provision was really directed against whichever of the contracting parties might take such actions. Consider the following texts:

A. Gr. P. S. B. 1.5865 (109 B. C.):

ὅς δ' ἂν ἐπ' ἄλλῃ ἄκυρος ἔστω καὶ προσαποτεισάτω ἐπίτιμον παραρῆμα χαλκοῦ ἅλαντα πέντε καὶ ἱεράς βασιλεῦσι ἀργυρίου ἐπισήμου δραχμὰς ἑκατὸν κτλ.,

“As for whoever may take action, let it (*scil.* the action) be without effect; and let him pay forthwith a penalty of five talents of copper and one hundred drachmae of coined silver consecrated to the kings, *etc.*”

B. Gr. P. Leyden C/9–14 (162 B. C.):

Ἐάν τέ τις ἐπὶ σὲ ἐπελθῆ ἀποστήσω αὐτὸν ἐπάναγκον καὶ ἀνεπιεικὲς καὶ ἡ ἔφοδος μου ἄκυρος ἔστω καὶ προσαποτίσω σοὶ τὴν τε τιμὴν οὗ ἔχω παρὰ σοῦ σὺν ἡμιολία καὶ ἱεράς τῷ βασιλῆϊ καὶ βασιλίσσης ἀργυρίου δραχμὰς ἴκοσι,

“If anyone takes action against you, I shall remove him necessarily and without consideration; and let my (*sic*) action be without effect; and I shall pay to you in addition the price of what I have from you increased by one half and twenty drachmae of silver consecrated to the king and queen.”

C. Gr. P. BGU 6.1249/9–13 (148 7 B. C.):

ἐὰν δὲ ἐπ' ἄλλῃ [ἢ ἄλλ]ος τι[ς] ὑπ[ε]ρ αὐτῆς [ἢ] τ' ἔφοδ[ος] αὐτοῖς ἄκυρ[ος] ἔστω καὶ προσαποτεισάτω Ἰσιᾶς [Ἐσαροῆρει καὶ Τα] ὅτι ἐπ[ί]τιμον [χαλκοῦ τ]άλαν[τα π]έν[τε καὶ ἱ]εράς βασιλεῦσιν [ἀργυρίου ἐπισήμου] δρ[αχμὰς] ρ κτλ.,

“If she takes action [or any]one els[e] on her be[half], let [the] acti[on] be without effect for them; and let Isias pay in addition

[to Esaroēris and Tag]ōtis a pen[alt]y of f[iv]e [t]alent[s of copper and 100¹ drachm]ae of [coine]d [silver con]secrated to the kings, *etc.*”

D. Gr. P. Strassb. 2.85/26–28 (113 B. C.):

εἰ δὲ μὴ ἄκυρος ἔστω καὶ προσαποτεισάτω ὁ μὴ ἐνμένον τῷ ἐνμένοντι ἐπιτί(μον) παραχρῆ(μα) χα(λκοῦ) (τάλαντα) κε καὶ τοῖς βασιλεῦσι ἀργυ(ρίου) ἐπι(σήμου) (δραχμᾶς) φ, κτλ.,

“If not, let it (*scil.* the action) be without effect: and let the one who does not abide (by the agreement) pay in addition to the one who does a penalty forthwith of 25 talents of copper and to the kings 500 drachmae of coined silver, *etc.*”

In the texts which prescribe the payment of a sum of money to the injured party and an equal sum to the royal treasury (*εἰς τὸ βασιλικόν*) there is no such consistency; and we find both executed and executive (*i. e.* agreements involving outstanding promises) contracts employing mulcts. Thus while four¹ of the five texts of this type available to me protect executed contracts against lawsuits (*ἔφοδος*); the other text², a loan, provides for the payment of a mulct for failure to make prompt repayment. It should be noted that none of these texts can date much before the beginning of the 1st Century B. C.

In three Reinach papyri (Gr. P. Reinach 14, 13, and 15) there occurs a mulct of the form *εἰς τὸ βασιλικὸν ἱεραὶ . . . δραχμαί*, “drachmae consecrated to the royal treasury,” which is a mixture of the formula *ἱεραὶ τοῖς βασιλεῦσι δραχμαί*, “drachmae consecrated to the kings,” and the formula *εἰς τὸ βασιλικὸν δραχμαί*, “drachmae to the royal treasury”. Two of these mulcts secure debts and were to be paid if the debtor failed to make prompt repayment; whereas the other appears in a receipt for the repayment of a debt of grain and was to be paid if a lawsuit (*ἔφοδος*) were instituted. All these texts date to the years 111–109 B. C.

Finally there are four other texts which prescribe the payment of a mulct to the crown (*εἰς τὸ βασιλικόν*). Two of these Gr. P. Tebt. 156 [91 B. C.] and Gr. P. BGU 6.1282/16–18 [ii/i B. C.] provide only for a

¹ V. Gr. P. BGU 8.1732/13–16, 8.1733/22, 8.1734/18–23 (all Ia, Ptol.), and Gr. P. Oxy. 1644/21–27 (63/2 B. C.).

² V. Gr. P. Tebt. 1.110 (92 or 59 B. C.).

mulet without any penalty for the injured party; and both secure executive contracts. The other two texts Gr. P. Leyden O/18–28 and Gr. P. Lond. 2.220 col. ii/14 *sqq.* [133 B.C.] provide both for a penalty to the injured party and for a mulet; and one of these secured a loan and was to be paid if the debt were not repaid on time. All these texts date later than the mid 2nd century B.C.

It seems likely that the oldest form of mulet in the Greek papyri was that consecrated to the kings and that it was originally designed to prevent lawsuits aimed at overturning executed contracts.¹ Subsequently an effort seems to have been made to adapt the mulet so as to have it apply to executive contracts though it should be noted that only six examples of such mulets are attested among the 34 examples of Greek mulets which I have collected. Moreover, all the Ptolemaic mulets which appear in executive contracts date to the last years of the 2nd century or later.

If one turns to the various forms of mulets in the demotic texts, no trace whatever of any system underlying them can be discerned. They are, however, more common in executed contracts (25 examples) than in executive contracts (11 examples); but in contrast to the Greek mulets they appear in executive contracts from the beginning (*v.* Dem. P. Lille 29 [223 B.C.]).

The existence of mulets to the crown outside Egypt:

Although there survive very few ancient Greek legal instruments which do not come from Egypt, there are two such documents which preserve provisions for mulets to the crown.² One of these is a Greek conveyance from Avroman in Persian Kurdistan (*i. e.* from the ancient Parthian kingdom), which the editor dated to 23/2 B.C. (lines 18–25):

καὶ μὴ ἐξέστω τῷ Βαράκει μηδὲ τῷ ἀδελφῷ αὐτοῦ μηδὲ τοῖς ἐγγύοις αὐτῶν μηδὲ ἄλλῳ μηθενὶ ἐπεὶ αὐτῶν ἐγβαλεῖν τὸν Γαθάκην ἐκ τῆς ἀργυροωνήτου ἀμπέλου μήτε αὐτῶν μηδὲ τὸ [ἔγ]γ[υ]α α[ὐτοῦ]

¹ V. Taubenschlag, 1947, pp. 49–61.

² Grenfell and Hunt, 1901, p. 62, observed that the clause in 3rd century B.C. testaments which appointed the King, the Queen, and their descendants executors was later replaced by a clause which prescribed for those who attempted to upset the will a mulet consecrated to the kings.

ὅς ἂν δὲ ἐγβάλῃ ἢ ἄλλον ἐγβαλλομένον μὴ καταστὰς διεξί[ξ]ῃ καὶ μὴ καθαρὰ ποιήσῃ [ἔ]σται ἄκίρος καὶ προσοποτείσ[ει] [ἦ]ν ἔλαβεν τεμὴν διπλ[ῆ]ν καὶ ἄλλας ἐπιτείμιου δραχμῶς [ς κα]ὶ τῷ βασιλεῖ τὰς ἴσας,

“and let it not be possible for Barakēs or his brother or their descendants or anyone else on their behalf to evict Gathakēs from the vineyard purchased, neither him nor h[is heir]s. As for whosoever evicts or – when another evicts – fails to stand forth, conduct [the] lawsuit, and make discharge, it (*scil.* the eviction) [will] be without effect: and he (*scil.* the evictor or the one who fails to make defence) shall pay in addi[tion] twofold the price he received and another penalty of [200] drachmae [an]d a like sum to the king.”¹

The other text is a Greek parchment from Dura Europas which is dated A. D. 121 (Pg. Dura 10/20–21):

[ἔ]ὰν [δὲ μὴ] ἀ[ν]ανεόσῃται ἐκτείσεν τῷ Φραάτει ἐπίτιμον ἀργυρίου δραχ[μῶς τετ]ρακο[σίας εἰ]ς δὲ τὸ βασιλικὸν τὰς ἴσα[ς]

“[I]f he does [not] make a renewal, he will pay to Phraates a penalty of four hund[red drac]hmae of silver and [t]o the royal treasury an equal [sum].”

Furthermore, among the corpus of Byzantine Greek legal instruments from southern Italy and Sicily are a number of texts which provide for the payment of mulcts to the state or to the royal vestry, (*εἰς τὸ δημόσιον. εἰς τὸ βασιλικὸν ὑστάριον*), which are similar to those from Egypt. Other such mulcts are found in texts from Athos which date to the early 14th Century A. D.²

In view of the wide distribution of these mulcts in time and space, it is most unlikely that they were received into Greek law from native Egyptian law.

There is also some evidence that the mulcts in the Greek papyri may be related to mulcts which appear in inscriptions from the Greek mainland, the islands, and the western littoral of Asia Minor. In a number of Athenian decrees from the end of the fifth century and from

¹ *V. JHS* 35 (1915) p. 22 *sqq.* For the date consult Rostovtzeff, 1931, p. 41.

² Ferrari, 1910, pp. 36–38, 54, and 98 n. 1.

the fourth century B. C. it was stipulated that whoever failed to obey the decree or proposed or put to a vote any motion rescinding the decree should owe a specified sum of money “consecrated to Athena” (*δραχμαὶ ἱεραὶ τῇ Ἀθηνᾷ*). For example, an Athenian decree concerning the equipment and dispatch of a naval force included the following provision (SIG³ 1.104, prob. 428 B. C.):

[ἐὰν δὲ τις μὴ ποιήσῃ] κατὰ ταῦτα, ὀφείλ[ειν χιλιάς δραχμὰς αὐτὸν ἱεράς τῇ Ἀθηνᾷ],
 “[If anyone does not act] in accordance with this, (it is decreed) that he ow[e one thousand drachmae] consecrated to [Athena].”

In another Athenian decree which granted a lease one reads:¹

[ἐὰν δέ τις εἴπη[ι ἢ ἐνομήσῃ ὡς δεῖ ἀφελ]έσθαι ὀφείλ[ειν αἱ τὸν χιλιάς δραχμὰς] τῇ Ἀθηνᾷ,
 “[I]f anyone says [or puts to a vote that one must with]draw (the lease), (it is decreed) that [he] ow[e one thousand drachmae] to Athena.”

In an Elean decree from Olympia it is declared (Schwyzer, 1923, No. 413/5–7, c. 500 B. C.):

αἱ δὲ μὴ συνέαν τάλαντόν κ' ἀργύρο: ἀποτίνοιαν: τοῖσι ἰσὶ Ὀλυμπίοι: τοὶ κα(δ)δαλῆμενοι: λατρεῖόμενον.
 “If they do not come together, those who broke the treaty shall pay a talent of silver to Zeus of Olympia as an offering.”²

A treaty inscription from Eretria (Collitz, 1877–1915, III 5307) which dates to the end of the fourth century B. C. provided:

Ὅποτεροι ὁ ἄμ παραβαίνωριν τὰς συνθήκας ἀποτίνειν τὰ δέκα τάλαντα τῶν δὲ δέκα τάλάντων τὸ ἐπιδύκατον ἱερὸν εἶναι τοῦ Ἀπόλλωνος,
 “that whichever (of the contracting states) transgresses the treaty shall pay the ten talents and that of the ten talents one tenth be the sacred (property) of Apollo.”

¹ V. Roberts and Gardner, 1905, p. 123. The text dates *ca.* 330 B. C.

² For an up to date text, translation and commentary consult Bengtson, 1962, pp. 8–9.

In a sacral law from Chios, forbidding the pasturing of animals in a sacred grove, it was stipulated: (SIG³ 3.986, v/iv B. C.)

ἦν δὲ ποιμαίνῃ [ἢ ὑ]φορβῆι ἢ βοκολίῃ [ὁ ἰ]δόν καταείπατο πρ[ὸς]
τὸς βασιλείας ἀγ[νώδς] πρὸς τὸ θεῶ. τῶι δὲ [πο]ιμαίνοντι ἢ ὑφορβέοντι
ἢ βοκολέοντι ἡμίεκτον ἴθυνα ἔστω κατὰ κτήνος ἕκαστον. ἦν δὲ
κοπρέδων ἀλ[ί]σκηται πέντε στατήρας ὀφειλέτω ἀγνώδς πρὸς τὸ θεῶ.
ἢ δὲ ὁ ἰδὼν μὴ κατείπει πέντε στατήρας ὀφειλ[έ]τω [ἰ]ερός τῶι
θεῶι---

“If anyone pastures sheep or cattle, let the one who sees denounce (him) to the kings in piety to the god. For the one who pastures sheep or swine or cattle let the penalty be 2/10 of a stater for each beast. If he be caught leaving dung, let him owe five staters in piety to the god. If the one who sees does not denounce, let him owe five staters consecrated to the god ---.”

Lastly in a decree from Thasos we read:¹

ὅς δ' ἂν παρὰ ταῦτα εἴπηι ἢ ἐπερωτήσῃ ἢ ἐπιψηφίσῃ τὰ τε δόξαντα
ἄκρυα ἔστω καὶ χιλίους στατήρας ὀφειλέτω ἱεροῦς Ἀπόλλωνι τῶι
Πυθίῳ χιλίους δὲ τῆι πόλει---

“Whoever, in breach of these (provisions), speaks or questions or puts to a vote, let the decisions be without effect; and let him owe one thousand staters consecrated to Pythian Apollo and one thousand to the city ---.”

Similar provisions appear in inscriptions which set forth the regulations for cult societies. Consider the following examples:

a) *I. G.* 2.610/36 (2nd half iv B. C.):

ὅς δ' ἂν ἐπιδημῶν Ἀθήνη[σ]ι καὶ ὑγιαίνων μὴ συνβάλλῃται ὀφειλέτω:
Γ Γ: ἱεράς τῆι θεῶι,

“Whoever is resident in Athens and is in good health and does not attend the meetings, let him owe 2 drachmae consecrated to the goddess.”

b) Michel, 1900, 978/21–24 (281/280 B. C.):

Ἐὰν δὲ ὁ ἱερεὺς μὴ στεφανόσσει ἢ μὴ ἀνείπει καθάπερ γέγραπται
ἀποτινέτω [] δραχμὰς παραχρῆμι ἱεράς τ[ῆ] Μητρὶ τῶν θεῶν,

¹ *V. Larfeldt*, 1914, pp. 532–533 (iii B. C.).

“If the priest does not perform the crowning or does not make proclamation in accordance with what has been written, let him pay [50] drachmae forthwith, consecrated to the Mother of the Gods.”

Since, then, it was a widespread practice among the Greeks to secure their international treaties by the introduction of a mulct to be paid to a divinity, it would not be at all surprising that in agreements (as it were treaties) between private persons the same divine sanctions should have been introduced. In the Athenian decree cited above (pp. 171), which records an agreement between a private person and the state, just such a mulct was employed.

Moreover, at Athens the agreements by which the members of societies were obligated to abide by the societies' rules stipulated the payment of mulcts which were to be “consecrated” to the patron deity of the society. In Egypt the members of societies were subjected to mulcts which were payable to the “burnt offerings and libations of the king”. It should be noted, however, that in Egypt the Ptolemaic kings were officially gods and that one of the duties of the societies was to perform rites on behalf of the king!¹

Particular attention should be paid to the phraseology of the Greek mulcts. In the inscriptions the transgressor shall “owe” (*ὀφείλω*) or “pay” (*ἀποτίνω*) a sum which is to be consecrated (*ἱερόσ*) to a divinity. In the papyri the transgressor shall “pay” (*ἀποτίνω*) or “pay in addition” (*προσποτίνω*) a sum of money “consecrated” (*ἱερόσ*) to the divine king. Moreover, it will be recalled that it is precisely the mulcts of this form that are the most common in the papyri and appear to be the oldest. Lastly, whereas in the papyri the mulct is regularly introduced to guard against legal steps aimed at overturning the agreement, in the inscriptions the mulct is commonly directed against those who might take legal steps to invalidate decrees or treaties; and there is an evident parallelism between taking legal steps to overturn public decrees and suing for the purpose of undoing private transactions.

¹ Compare the rules of an Attic cult society of the early 2nd century A. D. which provided for making *θυσίαι καὶ σπονδαί* for Dionysos, all the other gods, and for *τοῖς κοινῶς ἐνεργέταις Ῥωμαίοις*. V. SIG³ 705/45 (A. D. 112).

The Tenths:

In a number of inscriptions it was decreed that the mulet consecrated to the god be one tenth (τὸ ἐπιδέκατον) of the total paid. In addition to the example cited above (p. 171) one may note the decree cited by Andocides, *de Mysteriis* 96, which was supposed to have been promulgated in Athens in 411/410 B.C.:¹

Ἐάν τις δημοκρατίαν καταλύῃ τὴν Ἀθηνησιν ἢ ἀρχὴν τινα ἄρχῃ καταλελυμένης τῆς δημοκρατίας πολέμιος ἔστω Ἀθηναίων καὶ νηποινεὶ τεθνάτω καὶ τὰ χρήματ' αὐτοῦ δημοσία ἔστω καὶ τῆς θεοῦ τὸ ἐπιδέκατον,

“If anyone overthrows the democracy at Athens or governs if the democracy has been overthrown, let him be an enemy of the Athenians, let him die unavenged, and let his property be forfeit to the state, one tenth belonging to the goddess.”

Particular attention should also be paid to the following text, which indicates that an ἐπιδέκατον was deposited by litigating parties before the trial of their case (*J. G.* 5(2). 357/58–60, iii B.C.):

εἰ δ[ὲ] ὁ μὲν παρκαταβ[άλη] τὸ ἐπιδέκατον ὁ δὲ μὴ παρκαταβάλη τὸ ἐπιδέκατον ὑπακούων [ὁ] παρκαταβαλλόμενος τὸ ἐπιδέκατον νικήτω τὰν δίκαν.

“Of on[e] pers[on] depo[sits the] tenth, but the other fails to comply and to deposit the t[enth]. let [the one] who depos[its the t]enth win the suit.”

In the Greek papyri there are several texts which refer to the payment of an ἐπιδέκατον in connection with lawsuits. In Gr. P. Leyden F (126/5 B.C.) a certain Alexander and his associates who collected the lawyer's tax and the tenth issued a receipt for the tenth of a judgement.²

¹ Prof. M. W. Edwards first called my attention to this passage. Compare the decree of banishment from Amphipolis (SIG³ 194/11, 357/356 B.C.): καὶ ἢ μ πο ἄλισκονται πάσχειν αὐτὸς ὡς πολέμιος καὶ νηποινεὶ τεθνάται τὰ δὲ χρήματ' αὐτῶν δημοσία εἶναι τὸ δ' ἐπιδέκατον ἱρὸν τὸ Ἀπόλλωνος καὶ τὸ Στρυμόνος, “If ever they are captured, (it is decreed) that they be treated as enemies, that they die unavenged, and that their property be forfeit to the state, one tenth being the sacred property of Apollo and of Strymon”.

² For the lawyer's tax and the tenth consult Wilcken, 1899, No. 1537 (ii B.C.). *V.* also Gr. P. Hibeh 1.32/9 (246 B.C.).

In Gr. P. Hibeh 1.92/17–20 (263 B.C.), a contract of surety, it was stipulated:

ἐὰν δὲ μὴ παραδῶνται κατὰ τὰ γεγραμμένα ἀποτεισάτωσαν τὰς τε τρι[α]κοσ[ί]ας δραχμὰς καὶ τὰ ἐπιδέκτα κ[α]τὰ τ[ὰ] γινόμενα,
 “If they do not surrender (the prisoner) in accordance with what has been written, let them pay the three hundred drachmae and the tenths (!) and the costs.”

Further, Gr. P. Lille 1.29/6–12 (iii B.C.) records the text of a law concerning lawsuits involving slaves; and it reads in part:

καὶ ἂν καταδικασθῇ ἡ δίκη, τότε ἐπιδέκτων ἢ ἐπιπεντεκαίδεκάτων ἀποτινέτω ὁ κύριος, καὶ ἡ πράξις συντελεσθῶ κατὰ τοὺς νόμους τοὺς περὶ τῶν οἰκετῶν ὄντας, πλὴν ὧν τὸ διάγραμμα ἀπαγορεύει.
 “If the suit is lost, then let the owner (of the slave) pay the tenths or the fifteenths; and let the execution be effected according to the laws concerning slaves, excepting those means forbidden by the edict.”¹

Of especial interest is Gr. P. Amherst 33 (157 B.C.), a petition to the king (*ἐντευξις*) in which it was alleged that the petitioner's opponents in a lawsuit before the tax-court of the *Khrematistai* availed themselves of the services of professional lawyers. The petitioner cited a law which rendered lawyers who participated in proceedings concerning revenues (*προσοδικὰς κρίσεις*, l. 18) to the detriment of the state's income (*ἐπιβλάβῃ τῶν προσόδων*, l. 19) liable for a twofold *ἐπιδέκτων*. The law also provided that such lawyers be barred from further practice (*τούτοις μηκέτι ἐξείνα[ι] συνηγοῦσαι*, l. 20).² The same papyrus contains instructions, issued in the king's name, for the enforcement of the law; and it was ordered that if the accused lawyers ever again entered into practice, they should be arrested and their property confiscated.

It will be recalled that the most common form of mulet which appears in the Ptolemaic papyri provided for the payment of 20 drachmae of silver to the state for every talent of copper paid to the injured party.

¹ For the tenths and fifteenths consult Gr. P. Hal. 1/63.

² The law, as cited, is rather interesting. It does not forbid the participation of lawyers in cases involving revenues; but it is directed only against lawyers who participated in such cases *to the detriment* the revenues.

This formula occurs over a long period and is well attested during the period of the Ptolemaic copper inflation when the ratio of value between the drachma of silver and the drachma of copper rose sharply. The ratio of the formula did not alter, however; and the real value of the sum paid to the state rose sharply in comparison to that paid to the injured party. For example, one drachma of silver was worth sixty drachmae of copper at the end of the third century B.C.; and at the ratio of 20 drachmae of silver per talent of copper, the state would have received twenty per cent. of the sum paid to the injured party. By the second half of the second century B.C. one drachma of silver was worth up to 500 drachmae of copper; and at that time the state would have received the equivalent of 10,000 drachmae of copper for each talent (= 6000 drachmae) of copper paid to the injured party, *i.e.* the state would receive 4000 drachmae more than the injured party.

It stands to reason that if one seeks to establish the percentage of the sum paid to the injured party which was also paid to the state, the formula must be interpreted in the light of its earliest occurrence; for since it remained invariable, it must have reflected the relative value of the silver and copper drachma at the time of its introduction. Until c. 215 B.C. the rate of exchange was one to one; and the state would have received only .33 per cent. of the penalty paid to the injured party. After c. 215 B.C. the rate of exchange between the silver and copper drachma was one to sixty, and the state would have received 20 per cent. of the penalty. Once the inflation set in, the percentage would no longer have been an even figure since the inflation did not progress evenly.¹ Now 20 per cent. is two tenths; and as we have seen (p. 175) tenths are sums which were commonly involved in lawsuits and penalties throughout the Greek world.

I suggest, therefore, that the mulct which amounted to 20 drachmae of silver for every talent of copper was introduced during the period when one drachma of silver was worth sixty drachmae of copper and that the mulct was intended to be two tenths (*διπλοῖν τὸ ἐπιδέκατον*) of the penalty paid to the injured party.

To date the earliest example of the ratio of 20 drachmae of silver to one talent of copper in the Greek papyri is Gr. P. Tor. 4/22-28 of

¹ Data on the Ptolemaic copper inflation is conveniently collected by Reekmans, 1951, pp. 64-119.

126 B.C.; but the ratio appears in dem. P. Wiss. Ges. 16/11–12 and in the Greek translation of that document (Gr. P. Giss. 1.36/27–28) which date to 135 B.C. If my theory be correct, then papyri with this ratio may one day be uncovered which date to the end of the 3rd century B.C. or to the early years of the second century B.C.; but the ratio ought not to appear in texts which antedate the beginning of the period during which one drachma of silver was worth sixty drachmae of copper.

It must be kept in mind that the entire theory is based on the working hypothesis that the ratio of 20 drachmae of silver for every talent of copper was intended to fix the mulct to the state as a definite percentage of the penalty paid to the injured party. If this can be shown to be unreasonable or untrue, the theory collapses entirely.

The Mulct a Greek Institution:

When all the data introduced above are taken into consideration, the conclusion that the mulct to the crown in the Greek and demotic papyri from Egypt is of Greek origin is virtually assured. The identity of the Greek and demotic mulcts is established by the similarity of their construction and function, by the appearance in both of the provision for the payment of twenty drachmae of silver to the state for every talent of copper paid to the injured party, and by the Greek translations of demotic mulcts. Even the employment in the demotic texts of the phrase "the burnt offerings and libations of the king" appears to be derived from the Greek expression *θυσίαι καὶ σπονδαί*, "sacrifices and libations," which is already attested in the revenue laws of Philadelphos.

As for the Greek mulcts, their extensive temporal and geographical distribution (from the beginning of the second century B.C. until the 14th century A.D. and from Persian Kurdistan to Sicily) make it all but certain that they are a Greek institution. Moreover, mulcts similar in form to those in the private instruments are attested in inscriptions from the Greek mainland from as early as the sixth century B.C.¹

¹ Outside Greek law the use of mulcts to a king or a temple to secure private agreements is attested in cuneiform tablets from Alalakh and in Late Assyrian texts. They were not employed in Sumerian or Babylonian tablets. V. San Nicolò, 1931, pp. 190–191; Köhler and Ungnad, 1911, Nos. 552, 554, and 557; and A. L. Oppenheim, 1955, p. 199.

By contrast, there is nothing in the Egyptian sources before the Ptolemaic period which can be connected with the mulcts in the demotic papyri; and those mulcts are not attested until long after the establishment of Greek rule in Egypt.

If it be true that the mulct in the demotic papyri is of Greek origin, then it may have been introduced in order to maintain the correspondence between the effective provisions in the Greek and demotic instruments which we outlined above (*v.* p. 157). If such a correspondence did exist, it would go a long way toward explaining how two systems of law (*i. e.* Greek and Egyptian) could continue to exist side by side for several centuries without the one being supplanted by the other.¹ If the same variety of effective contractual provisions was available to contracting parties in both Greek and Egyptian instruments, then their choice of an instrument would be based on other grounds such as linguistic preference.

¹ For a clear statement of the problem consult H. J. Wolff, 1960, pp. 191–223.

Chapter XI

GREEK ARCHIVAL DOCKETS ON DEMOTIC INSTRUMENTS

Greek docket are found appended to demotic instruments beginning with the reign of Ptolemy II Philadelphos.¹ These dockets can be divided into two major classes:²

- A. "trapezite" dockets emanating from the royal banks, which attested the payment of the tax on conveyances (*ἐγκλικιον*), and
- B. "archival" dockets emanating from public archives, which record the deposition or registration of the instrument.³

Since the Brooklyn papyri exhibit only archival dockets, I confine my discussion to dockets of this type.

The archival dockets:

The archival dockets have been divided by Wilcken, 1927, p. 603

¹ Reich, 1938, p. 23, Doc. 14 (264 B. C.), p. 24, Doc. 16 (251 B. C.), and Wilcken, 1927, p. 616 no. 126 (256 B. C.). I know of no examples earlier than these.

² I omit from consideration those dockets which give an abstract of the demotic text to which they are appended.

³ The distinction is based on that proposed by Peyron, 1826, pp. 144-160, who, however, misunderstood the "trapezite" dockets and believed that they recorded an act of registration through the royal banks rather than the payment of a tax. *V.* Wilcken, 1894, p. 725, and 1927, p. 596 and n. 1. I have chosen the term "archival" docket in preference to the designation "grapheion" docket (which originated with Peyron and was adopted by Wilcken) inasmuch as the *γραφεῖον*, as it existed in Egypt, was a special archive developed under the later Ptolemies and perpetuated by the Romans whereas there existed another archive, the *κιβωτιῶς*, (whose existence is evidenced by a group of dockets unknown to Peyron) which cannot be identified with the *γραφεῖον*.

sqq., into two groups: those dating before 146 B.C., and those dating from 146 B.C. on.¹

The earlier archival dockets:

The documents of the earlier group are characterized by the formula *πέπτωκεν εἰς κιβωτὸν τὸ συνάλλαγμα* or more briefly *πέπτωκεν εἰς κιβωτόν*.² Since the first examples of these dockets to come to light were of the abbreviated form, they were interpreted by Revillout³ as recording payments to the royal bank associated with the registration of the instrument. The discovery of the full form of the formula by Grenfell and Hunt⁴ made it clear that the subject of *πέπτωκεν* was τὸ *συνάλλαγμα*, "the agreement," rather than a sum of money and that the formula should be rendered "the agreement has been deposited in the (official) chest," *i.e.* in the appropriate public archive.⁵ The extension of the meaning of *κιβωτός*, "box," "chest," (and incidentally of its diminutive *κιβώτιον*) to denote an archive is not restricted to Ptolemaic Egypt but occurred throughout the Hellenistic world.⁶ The

¹ Grenfell and Hunt, 1907, p. 35, state that dockets of the earlier group are found only during the third century B.C.; and I have found no evidence to the contrary. There is, then, roughly a fifty year hiatus between the latest dockets of the earlier group and the earliest dockets of the later group. Demotic documents are not wanting from this 50 year span and the absence of dockets cannot be readily explained as being due to lack evidence. It should be recalled, however, that the fifty years of the hiatus (*c.a.* 200–146 B.C.) were a period of foreign invasion and domestic upheaval; and the practice of submitting instruments for registration may have been curtailed or discontinued under the pressure of events. The bulk of our documentation comes from Upper Egypt which was particularly affected by these events.

² Wilcken, 1927, p. 604.

³ Revillout, 1881–1882, pp. 114–115. Wilcken, 1899, p. 19, at first accepted Revillout's explanation and interpreted *πέπτωκεν εἰς κιβωτόν* as being the same as *πέπτωκεν ἐπὶ τὴν τράπεζαν*.

⁴ *V.* Grenfell and Hunt, 1907, pp. 35–36.

⁵ *Πίπτειν* is treated as the passive of *καταβάλλειν* which was a technical term for the deposition of documents. *V.* Wilcken, 1927, p. 605, and LSJ⁹ p. 884, who cite examples from outside of Egypt. On the absence of an article before *κιβωτός*, see Ziebarth, 1900, p. 508.

⁶ *V.* Keil, 1902, p. 305 n. 1; Ziebarth, 1900, pp. 506–509 (a Delian inscription, late ii B.C.); Wilhelm, 1909, p. 291; Partsch, 1921, p. 152 notes 1 and 2; von Woess, 1924, pp. 16–17 and p. 17 n. 1; and Plaumann, 1913, pp. 308–313.

name of the official "through" whom the agreement was deposited was introduced by the preposition *διά*.¹ The dockets make no direct reference to the contracting parties.

Although the dockets make no direct reference to the payment of any fee, the docket on dem. P. Cairo 10262 (*cf.* dem. P. Lille 21) indicates that tax collectors (*τελῶναι*) sometimes participated in the procedure of deposition; and it is therefore probable that the deposition was accompanied by the payment of a fee.²

Unfortunately the procedure of deposition and its purpose are not directly referred to in sources other than the dockets themselves; and the more closely scrutinizes the dockets the less informative they become. The technical phrase *πέπτωκεν εἰς κιβωτόν*, "it has fallen into the box," does not *per se* indicate whether the deposition was temporary or permanent; nor is it clear whether *τὸ συνάλλαγμα* refers to the original instrument drawn up by the contracting parties or to a copy or abstract retained by the archive.³

Wilcken⁴ has theorized that *two* documents were involved in the deposition. One, a copy of the instrument, he supposed to have been retained by the archive; the other, the original instrument, he supposed to have been returned to the contracting parties with the docket appended to it. If this be so, then *πέπτωκεν εἰς κιβωτόν* may refer either to the initial submission of both documents (subsumed under the term *τὸ συνάλλαγμα*) or *τὸ συνάλλαγμα* may refer to the copy.

It is by no means certain, however, that there were two documents. Wilcken's opinion appears to be based on the analogy of his interpretation of Gr. P. Paris 65 according to which two documents were used in the registrations after 146 B.C.⁵ His interpretation rests upon his understanding of the verb *εἰκονίζειν* in line 12 of that text; and as we

¹ In one instance this official is said to be a tax collector (dem. P. Lille 21) and in another an agent of an *oikonomos* (Reich, 1938, p. 24 doc. 16).

² This was first suggested by Grenfell and Hunt, 1907, p. 36, and was adopted by Wilcken, 1927, p. 605, who sought confirmation in his interpretation of P. Lille 1 (3), 54–57 [pp. 606–607]. Préaux, 1939, p. 320, also opts for a fee.

³ Wilcken, 1927, p. 606, was of the opinion that if a translation or an abstract of the demotic instrument were meant this would have been made clear.

⁴ *V.* Wilcken, 1927, p. 606.

⁵ *V. l.c.* Wilcken nowhere produced any contemporary evidence for the use of copies in the third century B.C. deposition.

shall see below his findings are not conclusive. Moreover, even if Gr. P. Paris 65 can be shown to prove the submission of copies to archives, this information is only relevant for the period from 146 B. C. onwards.¹ It cannot be used to prove that copies of instruments were deposited in archives before that date.

It is just as likely – and at present equally unprovable – that there was but one document, the original instrument. This might have been stored in the archive for safe-keeping; or it might only have been retained long enough to record the desired data and to collect any fees charged and then have been returned with the docket appended.² In either case τὸ συνάλλαγμα would refer to the original instrument to which the docket was appended; and the article might be taken to have a demonstrative force, viz. “this agreement”.

At present, however, there is not sufficient data for drawing any conclusions as to the procedures involved in the deposition recorded by the earlier group of dockets.

As for the reason why the deposition was instituted, there is no evidence; but in all likelihood the advantage of the state was served. Wilcken³ thought that it was motivated chiefly by the state's desire to keep the economic activities of the natives under surveillance, and he relegated financial considerations to second place. Préaux⁴ regarded the deposition as primarily a means for preserving the instruments. But the evidence for deposition is restricted to demotic texts: and why should the same care not have been taken to preserve Greek instruments? I am inclined to think that the deposition was just another means of enriching the state by charging a deposition fee and that financial considerations were paramount.⁵ In favor of

¹ Gr. P. Paris 65 is concerned with *innovations* introduced in that year.

² If there was really only one document submitted, it was probably returned since it is stipulated in a number of demotic instruments that the debtor cannot claim performance of his obligations so long as the instrument is in the possession of the creditor. *V.* Chapter VIII *supra*.

³ *V.* Wilcken, 1927, p. 609.

⁴ *I.* Préaux, 1939, p. 320.

⁵ Keil, 1902, p. 305 n. 1, discussed the development of a system of compulsory registration of private contracts by the financially distressed Hellenistic Greek cities as a source of revenue. *Cf.* also E. Weiss, 1923, p. 392.

Wilcken's view, however, is the fact that the evidence is confined to demotic instruments.

One last unsolved problem may be noted in connection with the earlier group of dockets; namely, why dockets do not appear on all the demotic instruments which were drawn up during the period when the dockets were in use. There is no observable difference (*e.g.* the lack of the names of witnesses) between those demotic instruments which have dockets and those which do not. Wilcken suggested that this was the result of some persons having omitted to make deposition in order to avoid the payment of the fee, which he regarded as obligatory.¹ Préaux, on the other hand, regarded the existence of instruments without dockets as indicating that deposition was optional.²

The Later Dockets:

The dockets which date from 146 B.C. onwards are more varied in their formulae, which show local divergences as well as variant forms within the same locality.³ A recurrent feature in all localities is, however, the reference to the "registration" (*ἀναγράφειν*, *lit.* "writing up") of the instruments or to their reception into the "register" (*ἀναγραφὴ*).⁴

These dockets have long⁵ been identified with the subscripts (*ὑπογραφαί*) which are referred to in Gr. P. Paris 65 as having been appended to demotic instruments. This papyrus (dated February 8, 145 B.C.) provides the text of a reply sent by the official Paniskos to a request by a subordinate for information about the procedure recently adopted

¹ *V.* Wilcken, 1927, p. 609. According to his reconstruction, the contracting parties derived no advantage from the deposition. He reasoned that the deposition must therefore have been obligatory; otherwise no one would have bothered to make deposit.

² *V.* Préaux, 1939, p. 321.

³ Consult the schematic presentation of the variants given by Wilcken, 1927, pp. 609–610.

⁴ On the "registration" of decrees "in the public archives" in Athens consult the recent discussion by G. Klaffenbach, 1960. I owe this reference to Prof. A. L. Boegehold. Consult the comments on Klaffenbach's study made by J. and L. Robert, 1961, pp. 140–141. For the fourth century B.C. references to "registration" (*ἀναγράφειν*) of private contracts see Aristotle, *Polit.* VI, 5, 8, 4 (p. 1321b) and Theophrastos *apud* Stobaeus, *Florilegium* 44, 22.

⁵ Peyron, 1826, p. 151.

for the deposition of Egyptian instruments in the district of Perithebas.¹ The procedure is given as follows (ll. 11–18):

τὸ ἐπενοχθισόμενον ἡμῖν γεγραμμένον συνάλαμα ὑπὸ τοῦ μονογράφου εἰκονίζεν τούτων τῶν σινηλλαχότας καὶ ἦν πεπρήσθηται οἰκονομίαν καὶ τὰ ὀνόματα αὐτῶν πατρόθεν ἐντάσσειν καὶ ὑπογράφειν ἡμᾶς ἐντεταχέναι εἰς χρηματισμὸν δηλώσαντες τὸν τε χρόνον ἐν ᾧ ὑπογράφ[ά]θαμεν ἐπενοχθείση τῆς συγγραφῆς καὶ τὸν δι' αὐτῆς τῆς συγγραφῆς χρόνον.

“To make an abstract of the agreement which has been written by the notary and is to be submitted to us, and to register the parties to the agreement and the arrangement they have made and their patronymics, and to subscribe that we have registered in the public records, setting forth both the date on which we subscribed – the contract having been submitted – and the date given in the contract itself.”

The translation of this passage presents serious difficulties. One is the meaning of *εἰκονίζεν*, which may be taken to mean “to make a copy”² or “to make an abstract”.³ *Εἰκονίζεν* was also the verb used to denote the description of individuals for official purposes.⁴ Such descriptions set forth the distinguishing characteristics of the persons described but did not go into more detail than was necessary for identification. Perhaps the same sort of description was to be made of the demotic contracts which were to be registered. It is known that Greek abstracts (*εἰρόμενα*) of Greek and demotic instruments were kept in the gra-

¹ *V. Gr. P. Paris* 65 3–5: *τὴν γινομένην οἰκονομίαν ὅπερ ἐῶ[ν] ἐν τῷ Περιθέβας τιθεμένων Αἰγυπτίων συναλλαγμάτων*. I take this to mean “the Egyptian agreements deposited in Perithebas,” (so Préaux, 1939, p. 321) and not, as did Hunt and Edgar, 1936, p. 565, “Egyptian agreements drawn up in Perithebas”. The root meaning of *τιθέναι* is “to put” or “to place” (physically); and it is attested with the meaning “to deposit” (of documents) in inscriptions from Delphi (*v. BCH* 22 [1898] p. 95, no. 90/18, and Collitz, 1877–1915, 2322/17. The compound verbs *κατατίθεσθαι* and *ἀποκατατίθεσθαι*, were also used with the meaning “to deposit”; *v. Keil*, 1902, p. 305 n.1.

² This is the view supported by Wilcken, 1927, pp. 597–8, and adopted by Préaux, 1939, p. 322 and n.1. The earlier bibliography is given by Wilcken.

³ This is the meaning adopted by Hunt and Edgar, 1936, p. 565, and by Preisigke, 1915, p. 66.

⁴ *LSJ*⁹, p. 484b and Preisigke, 1915, p. 66.

pheion at Tebtynis in the early first century A. D.¹; and perhaps *εἰκονίζειν* refers to a similar practice in the Ptolemaic period.

Another problem is who was thought to perform the *εἰκονίζειν*. All the authorities are agreed that *ὑπὸ τοῦ μονογράφου*, "by the notary," expresses the agent of the perf. pass. part. *γεγραμμένον*, "written".² But why, asked Wilcken, should Paniskos have bothered to state the self-evident fact that the instrument had been drawn up by the notary? According to his interpretation, Paniskos wished to express ("*ausdrücken wollte*") that the *εἰκονίζειν* was to be done by the same notary who had drawn up the instrument; and he suggested that one understand an *αὐτόν*, "he," (*i. e.* the notary) before *εἰκονίζειν*. He pointed out that the fut. pass. part. *ἐπινεχθῆσόμενον*, "which is to be submitted," indicates that the *εἰκονίζειν* took place before submission.

The argument based on the fut. pass. part. is quite strong and is reinforced by the presence in line 17 of the genitive absolute *ἐπινεχθείσης τῆς συγγραφῆς*, "the instrument having been submitted". It is possible, however, that the use of the future passive participle may only indicate that as far as the registry was concerned the submission did not take place until the preliminary *εἰκονίζειν* had been accomplished.

I prefer to follow Préaux in regarding the subject of *εἰκονίζειν*, and of *ἐντάσσειν* and *ὑπογράφειν* as well,³ as indeterminate and in regarding these three verbs as direct quotations from the orders to which Paniskos was referring. To construe the notary as the subject of *εἰκονίζειν* seems to me to overcomplicate the syntax and meaning of the sentence.

At all events there can be little doubt that the subscriptions mentioned in Gr. P. Paris 65 are none other than the archival dockets found on demotic instruments after 146 B. C.⁴

¹ V. Husselman, 1944, p. 5.

² V. Wilcken, *op. cit.* p. 597; Préaux, *op. cit.* p. 322 n.1.; and Hunt and Edgar, 1936, p. 565.

³ Wilcken, *op. cit.* p. 598, took the notary to be the subject of *ἐντάσσειν* and construed the *ἡμῶς* of line 15 as the subject of *ὑπογράφειν*.

⁴ It should be noted that the wording of Gr. P. Paris 65 envisions the possibility that the date of registration and the date appearing on the instrument might differ. To the best of my knowledge all the dockets of this period are of the same data as the instruments on which they appear.

Another text which merits attention in connection with the later dockets is Gr. P. Tor. 1 col. 4/13–15 (117 B.C.) which cites a royal decree:

ὁσαύτως δὲ καὶ προστάγματος ἀντίγραφον περὶ τοῦ τὰ μὴ ἀναγεγραμμένα Αἰγυπτία συναλλάγματα ἄκυρα εἶναι

“and likewise (he read) also a copy of a decree to the effect that unregistered Egyptian agreements are without (legal) effect.”

According to Wilcken¹ the decree cited was only a single paragraph from a larger decree which reorganized the processing of demotic instruments and from which the regulations in Paniskos' letter derived.

Wilcken theorized that the registration was optional rather than obligatory. He reasoned that since the law decreed that unregistered instruments were ineffectual, there would have been no need to make registration compulsory. Anyone who went to the trouble and expense of having an agreement drawn up in the first place would not want to run the risk of its being ineffectual through lack of registration. On the other hand, Gr. P. Paris 65 envisions the possibility that the instrument would not have been registered on the same day it was drawn up. Wilcken suggested that those who felt that there would be no need to produce their instruments in court would have omitted the registration and have avoided the payment of the fee. Unless there was a statute of limitations (for which there is no evidence) the instruments could have been registered whenever it was thought needful. On this basis, one may account for the large number of demotic instruments from this period which have no archival dockets.

In effect, the reform as Wilcken imagined it was partly a matter of procedure and partly a more subtle way of stimulating the registration of demotic instruments. Whereas the earlier registration was obligatory but of no benefit to the contracting parties, the new registration was essential to the validity of the instruments and therefore did not need to be obligatory. Wilcken² also pointed out that beginning in the late second century B.C. the same forms of docket as appear on demotic instruments also appear on Greek instruments; and he concluded that both

¹ V. Wilcken, *op. cit.* pp. 600–601.

² V. *op. cit.* p. 614.

Greek and demotic instruments then underwent the same kind of registration. Since his examination of the evidence indicated that this special form of registration was not used for Greek instruments before 146 B.C., he concluded that the *ἀναγραφή*-registration of both Greek and demotic instruments was established in 146 B.C. by the same royal decree.

Wilcken sought to characterize the earlier and later periods of dockets on demotic instruments by contrasting an earlier "deposition" with a later "registration"; and insofar as these terms are restricted to the dockets themselves, this distinction works well enough. Wilcken did not, however, exclude the possibility that the procedure attendant upon the earlier "deposition" might be termed a *registration*; but he preferred to avoid the use of this term lest it lead to the equation of the procedures underlying the earlier and later dockets.¹

It appears, however, that Wilcken's terminology has led to a misunderstanding. In Préaux's² discussion of Wilcken's assertion that an *ἀναγραφή*-registration of Greek instruments did not exist prior to 146 B.C. in Egypt she says, "Il fond son opinion sur une donnée qu'il a établie en étudiant les souscriptions d'enregistrement que l'on trouve sur les contrats démotiques, à savoir qu'il n'y a pas d'enregistrement avant l'an 146. Cette methode déductive est dangereuse en principe . . .". This is not a fair statement of Wilcken's position. He did not deny the existence of any sort of registration even for demotic contracts prior to 146 B.C.; what he did deny was the existence of the special form of *ἀναγραφή*-registration, which he had reconstructed, before that date.³ Nor were Wilcken's conclusions regarding the evidence for the registration of Greek contracts prior to 146 B.C. based on deductions from the demotic evidence. Indeed he said explicitly that there was no *a priori* reason to expect that the *ἀναγραφή*-registration had not been employed for Greek instruments prior to 146 B.C.⁴ His conclu-

¹ *V. op. cit.* p. 608: "Wir können also von einer archivalischen Büchführung sprechen – vielleicht auch von einer Registrierung, wiewohl ich den Ausdruck lieber vermeiden möchte, da er leicht irreführen könnte".

² *V. Préaux*, 1939, pp. 318–319.

³ His position was correctly appreciated by Pringsheim, 1950, p. 515. Whether an *ἀναγραφή*-registration of Greek instruments really did exist prior to 146 need not concern us here.

⁴ *V. Wilcken op. cit.* p. 614.

sions were based upon his assessment of the Greek texts; and he expressed himself as follows: "Wir haben jedenfalls kein *sicheres* Zeugnis für die Anagraphierung der Sechszegenurkunden vor dem Jahre 146 gefunden."

It is clear that the depositions and registrations evidenced by the Greek dockets on demotic instruments were Greek institutions. The dockets are always in Greek, and the terminology was that common to archives throughout the Hellenistic world. The registration of private agreements and transactions is already attested in the Greek mainland in the fourth century B. C. and was extensively developed during the third and second centuries B. C. by the impoverished Greek cities as a source of revenue.¹

I know of no dockets on Egyptian instruments in demotic which can be linked to an act of registration. Malinine² has termed the ends of three lines of abnormal hieratic on the right hand margin of abn. hier. P. Louvre E 3228c "la formule d'enregistrement". He did not elaborate upon this statement, and it is just as likely that the lines were only a summary of the contents of the papyrus.⁴

The use of registers was by no means unknown to the Egyptians of pre-Ptolemaic times, however; and they resorted to them when disputes over property rights arose.³ Indeed, it has even been suggested that paucity of private instruments before the 25th Dynasty was due to an extensive reliance upon official registers to document private transactions in preference to private documentation.⁵

A preliminary collection of data for the use of archives and registers in Pharaonic Egypt indicates that a detailed study of this subject would amply reward the labor expended.

¹ V. Busolt, 1920, pp. 489-490. The evidence for the introduction by the Ptolemies of Greek methods of registration has been abundantly and convincingly presented by J. Partsch, 1921, p. 77 *sqq.* See also H. J. Wolff, 1948, pp. 17-96.

² V. Malinine, 1951, pp. 158-159.

³ A useful introduction to the pre-Ptolemaic evidence for the registration of deeds has been furnished by W. Edgerton, 1934, pp. 298-301.

⁴ This is the opinion of Seidl, 1968, p. 24.

⁵ V. W. Spiegelberg, 1925:2, pp. 34-35. This view was cited approvingly by Edgerton, *op. cit.* p. 301. Sethe's theory (1918, p. 377) that the *ἄγραφος γάμος* was a marriage recorded in a public register is no longer tenable. V. Wolff, 1939, p. 48.

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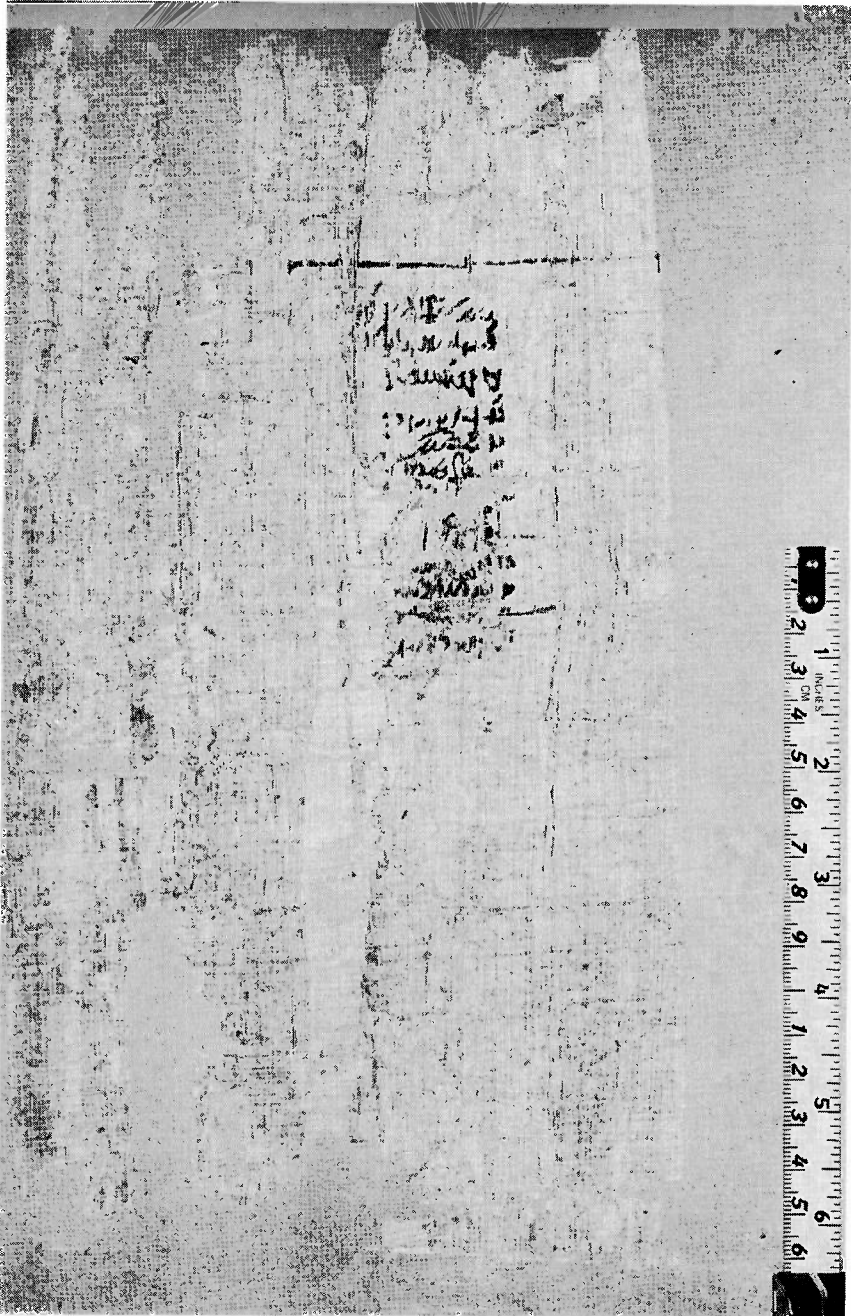
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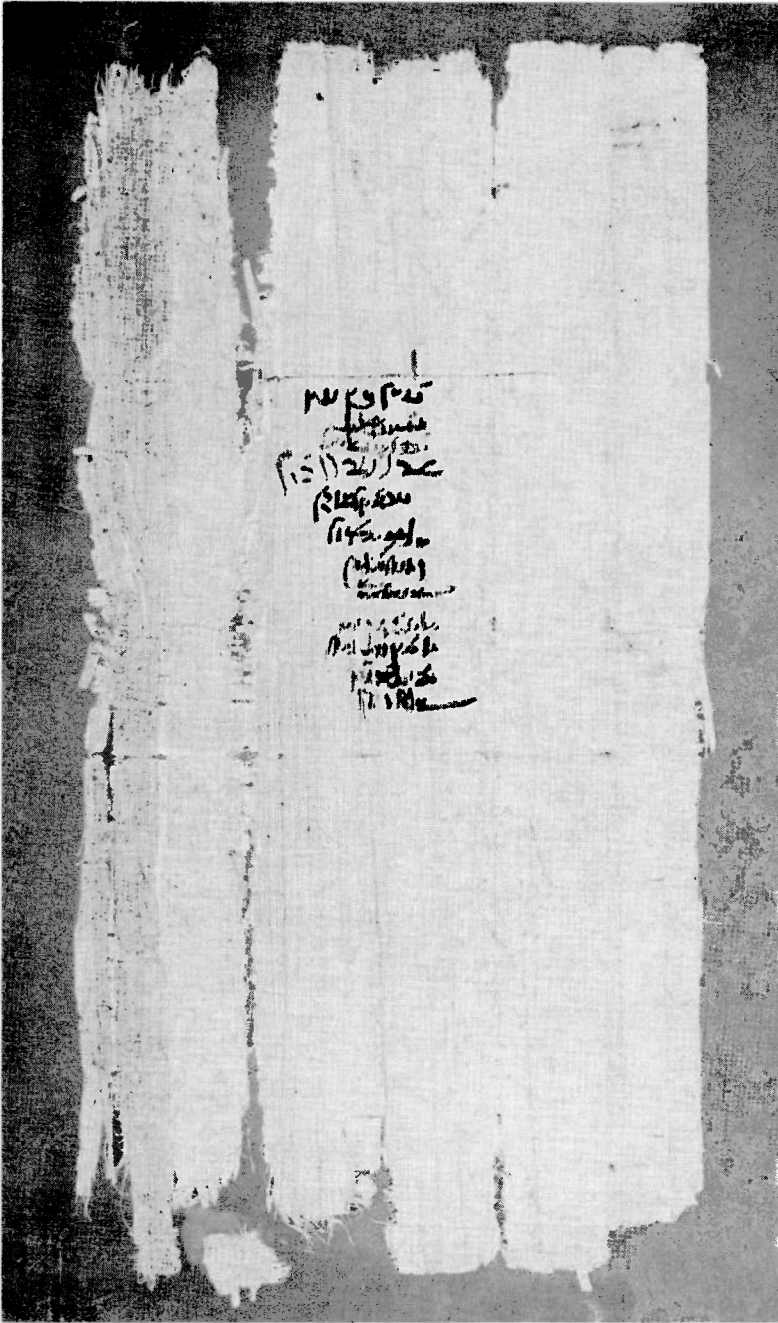
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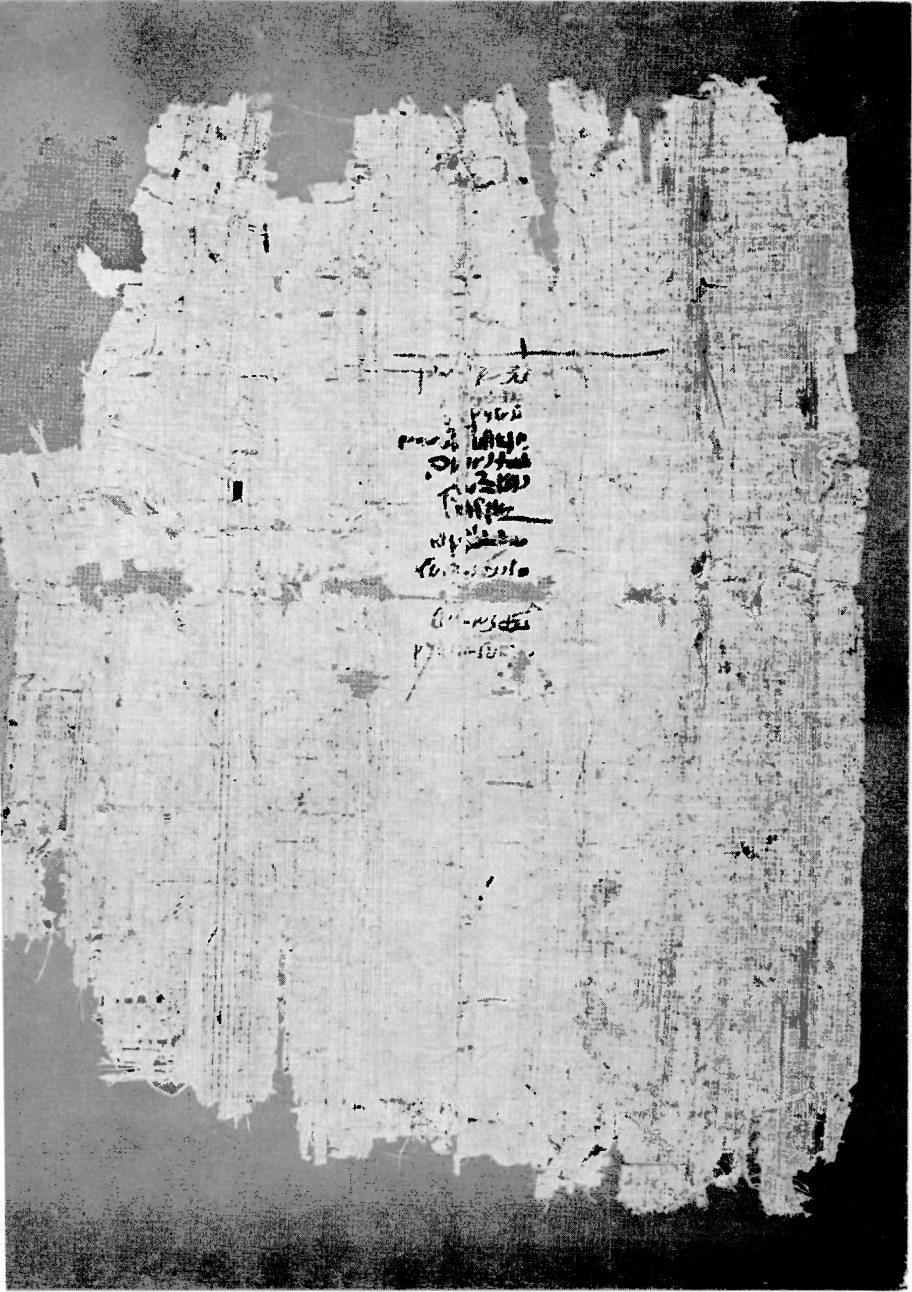
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