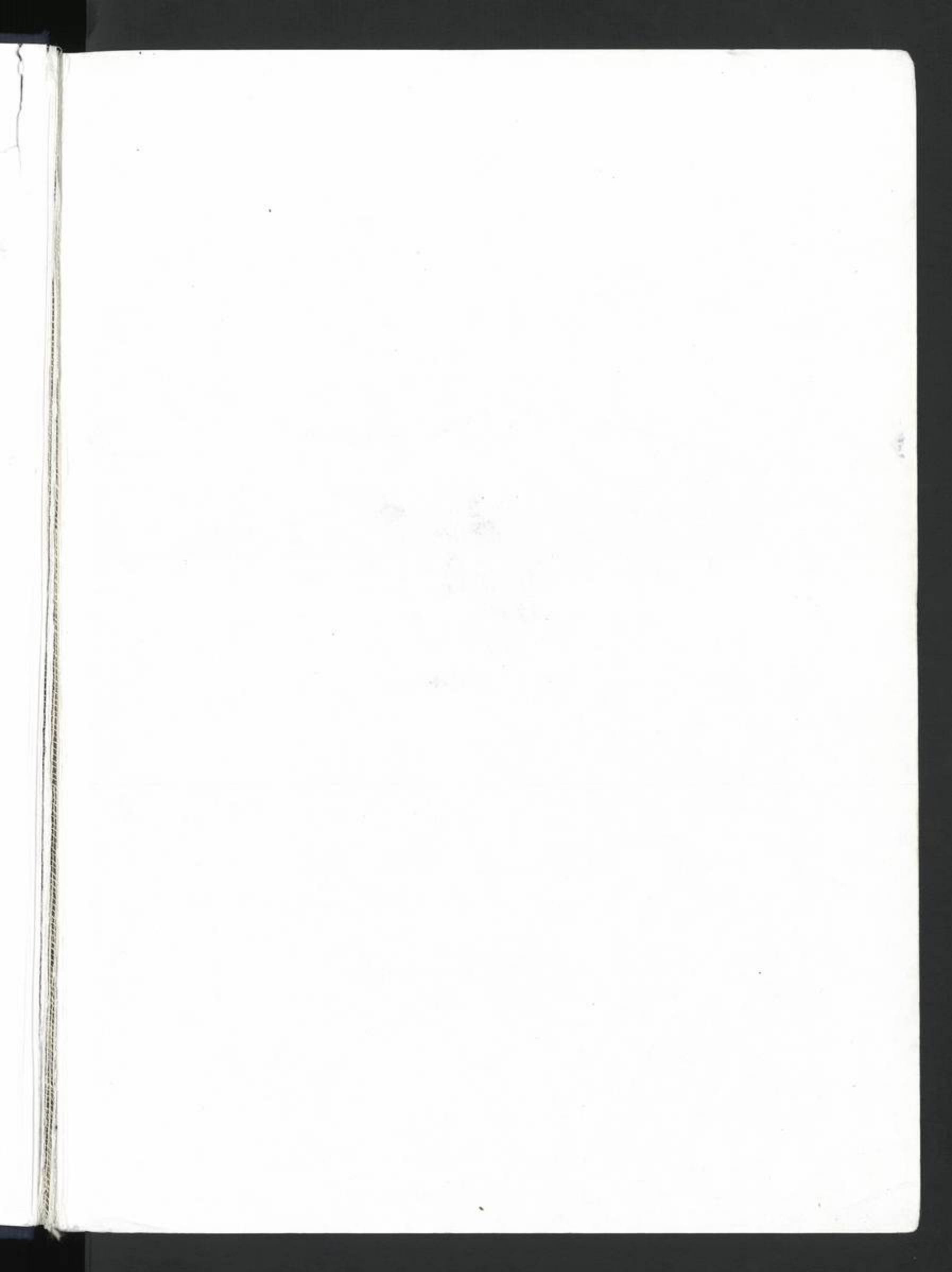
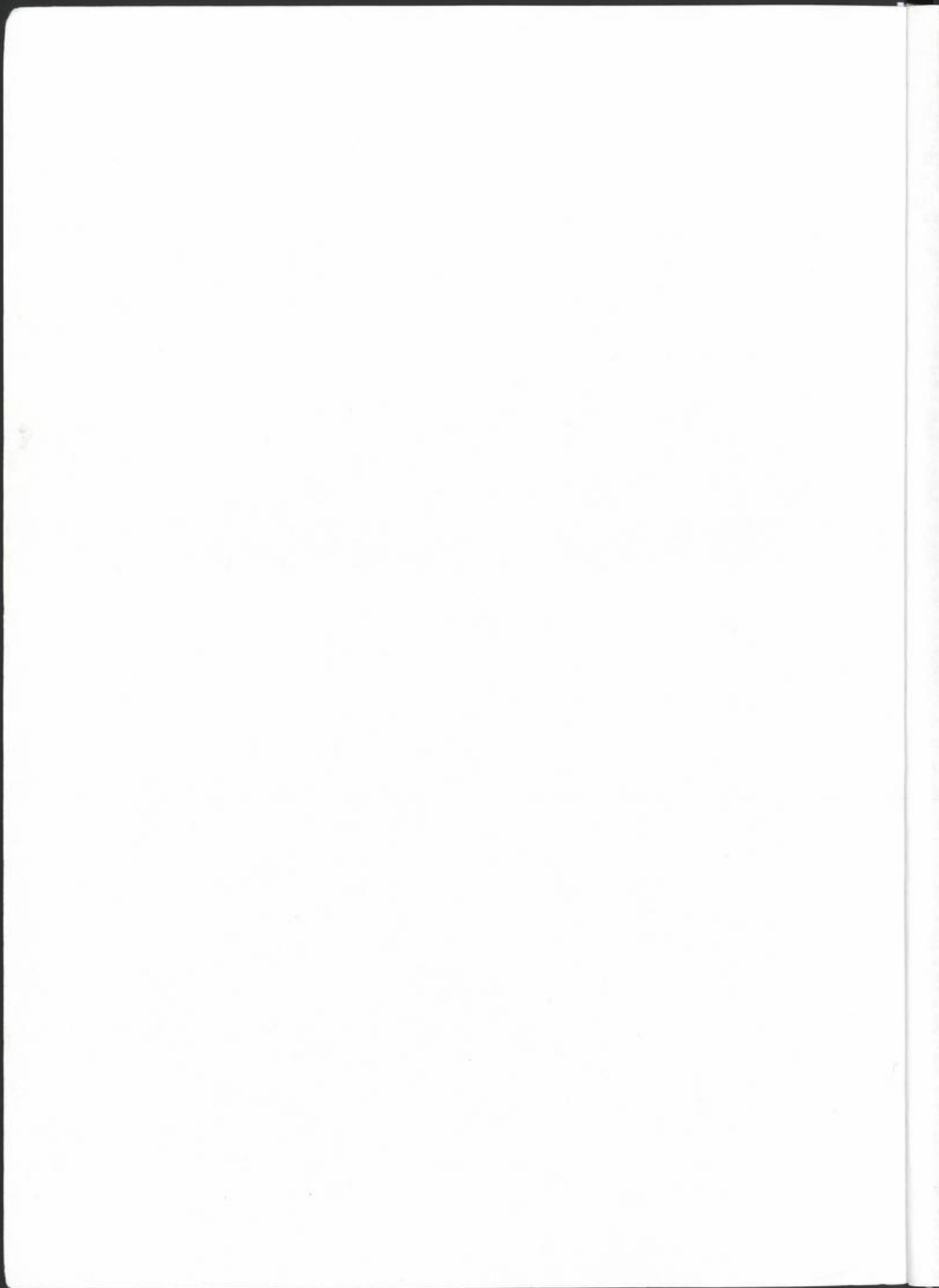




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THE ELEPHANTINE PAPYRI IN ENGLISH

THREE MILLENNIA OF CROSS-CULTURAL
CONTINUITY AND CHANGE

BY

BEZALEL PORTEN

With

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Leslie S.B. MacCoull, Sarah Clackson

and contributions by

Simon Hopkins and Ramon Katzoff



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Errata

- A 2, note 6, line nine: Instead of "see note 32", read "see note 3".
- A 2, note 36, line four: Instead of "Hwi-b3qt", read "Hwi-b3qt".
- A 2, note 43, line three: Instead of "see note 32", read "see note 3".
- A 2, note 57, line one: Instead of "see note 32", read "see note 3".
- A 4, publication section, line three: Instead of "12994", read "1994".
- A 5, note 38, line one: Instead of "d3iw", read "d3iw".
- A 5, note 57, line two: Instead of "n#rw", read "ntrw".
- A 5, translation of Charge XVI, lines two to three: Instead of "Penanuq[et] [...] ⁸⁸ every charge ⁸⁹ which will be uttered [in order to prevent(?)] ⁹⁰", read "Penanuq[et] [in order to prevent(?)] ⁸⁸ every charge ⁸⁹ which will be uttered [...]. ⁹⁰".
- A 6, note 15, line one: Instead of "γῆ βασιλική", read "γῆ βασιλική".
- A 9, note 44, line one: Instead of "wh3", read "wh3".
- A 10, note 29, line four: Instead of "krkr, krkr", read "krkr, krk".

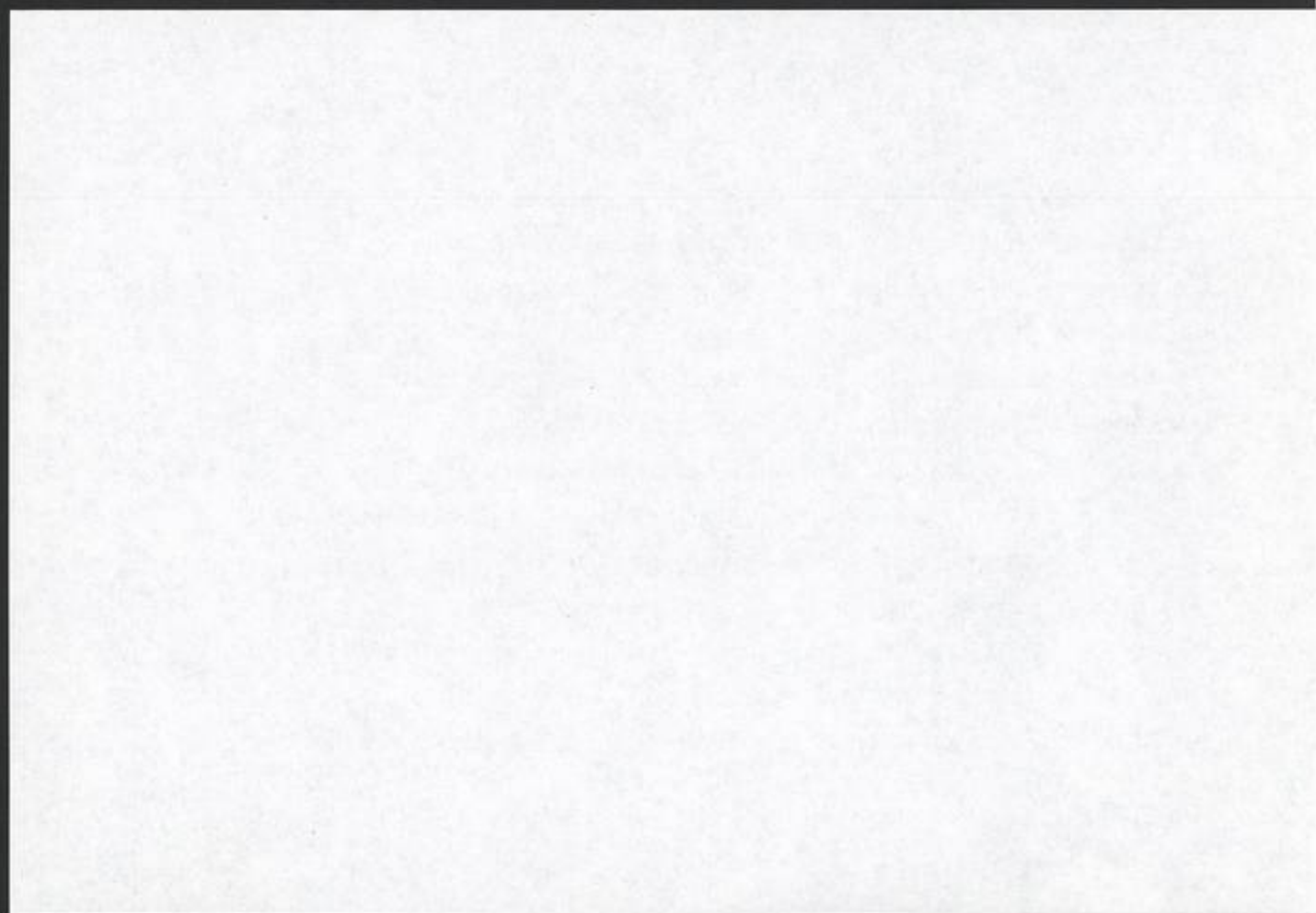


TABLE OF CONTENTS

FORWARD	xi
SIGLA AND ABBREVIATIONS	xiv
INTRODUCTION	1
CHRONOLOGY	28
I HIERATIC TEXTS [A1-10] - Günter Vittmann	30-73
Introduction	30
A1 Currying Favor and Soliciting Support (ca. 2200-2150 BCE) - <i>P. Berlin</i> 8869	32
A2 Transferring Possession of Servant (ca. 18 th -17 th century BCE) - <i>P. Berlin</i> 10470 ..	35
A3 Military Despatch (ca. 1840 BCE) - <i>P. British Museum</i> 10752.....	41
A4 Complaint re Bad Honey (first half of 12 th century BCE) - <i>P. Louvre E.</i> 27151	43
A5 Charges Against Several Officials (ca. 1150 BCE) - <i>P. Turin</i> 1887	45
A6 Protest Against Unjustified Tax Demands (ca. 1100 BCE) - <i>P. Valençay</i> 1	57
A7 Participation in Nubian Campaign (ca. 1073 BCE) - <i>P. Turin</i> 1972.....	60
A8 Letter from Nubian Campaign (ca. 1073 BCE) - <i>P. Turin</i> 1973.....	64
A9 Letter re Children and Father (ca. 1073 BCE) - <i>P. Bibliothèque Nationale</i> 196,III	68
A10 Medical Prescriptions (ca. 3 rd century BCE) - <i>P. Berlin</i> 10456.....	71
II ARAMAIC TEXTS [B1-52] - Bezalel Porten	74-276
Introduction	74
1. The Makkibanit Letters [B1-7] (late 6 th -early 5 th century BCE)	89-106
B1 Letter re Garments and Oil - <i>TAD</i> A2.1	89
B2 Letter re 6½ Shekels, Wool, Oil, and Beams - <i>TAD</i> A2.2.....	93
B3 Letter re Welfare of Relative - <i>TAD</i> A2.3	96
B4 Letter re Skins, Beams, and Oil - <i>TAD</i> A2.4	99
B5 Letter re Vessels, Oil, and a Snake Bite - <i>TAD</i> A2.5.....	102
B6 Letter re 6½ Shekels, Wool, and a Trip - <i>TAD</i> A2.6	104
B7 Letter re the Children - <i>TAD</i> A2.7	106
2. Miscellaneous Letters [B8-12]	107-124
B8 Salary, Garments, and Journey (first quarter of 5 th century) - <i>TAD</i> A3.3	107
B9 Transporting, Borrowing, and Selling (last quarter of 5 th century) - <i>TAD</i> A3.8	110
B10 Fragmentary Letter re a Share (November 6, 427 BCE) - <i>TAD</i> A6.1	113
B11 Authorization of Boat Repair (January 12, 411 BCE) - <i>TAD</i> A6.2	115
B12 Letter re Boat, Silver, Grain (end 5 th -early 4 th century BCE) - <i>TAD</i> A3.10.....	123
3. The Jedaniah Archive [B13-22] (late 5 th century BCE)	125-151
B13 The Passover Letter (419/18 BCE) - <i>TAD</i> A4.1	125
B14 Report of Conflict and Request for Assistance (late 5 th century BCE) - <i>TAD</i> A4.2 ...	127
B15 Recommendation to Aid Two Benefactors (late 5 th century BCE) - <i>TAD</i> A4.3	130
B16 Imprisonment of Jewish Leaders (last decade of 5 th century BCE) - <i>TAD</i> A4.4	133

B17	Petition for Reconstruction of Temple(?) (410 BCE or slightly later) - TAD A4.5	135
B18	Fragmentary Letter re Egyptians Imprisoned (ca. 410 BCE) - TAD A4.6	138
B19	Request for Letter of Recommendation (I) (November 25, 407 BCE) - TAD A4.7	139
B20	Request for Letter of Recommendation (II) (November 25, 407 BCE) - TADA4.8	145
B21	Recommendation for Reconstruction of Temple (after 407 BCE) - TAD A4.9	148
B22	Offer of Payment for Reconstruction of Temple (after 407 BCE) - TAD A4.10	150
4.	The Mibtahiah Archive [B23-33] (471-410 BCE)	152-201
B23	Grant of a Built Wall (September 12, 471 BCE) - TAD B2.1	152
B24	Withdrawal from Land (January 2, 464 BCE [night]) - TAD B2.2	158
B25	Bequest of House to Daughter (December 1, 459 BCE) - TAD B2.3	163
B26	Grant of Usufruct to Son-in-law (December 1, 459 BCE) - TAD B2.4	172
B27	Fragment from Betrothal Contract (Ca. 459 or 449 BCE) - TAD B2.5	176
B28	Document of Wifehood (October 14, 449 BCE [night]) - TAD B2.6	177
B29	Grant of House to Daughter (November 17, 446 BCE [night]) - TAD B2.7	184
B30	Withdrawal from Goods (August 26, 440 BCE [night]) - TAD B2.8	188
B31	Withdrawal from Goods (September 2-30, 420 BCE) - TAD B2.9	191
B32	Withdrawal from House (December 16, 416 BCE [night]) - TAD B2.10	195
B33	Apportionment of Slaves (February 10, 410 BCE [night]) - TAD B2.11	199
5.	The Ananiah Archive [B34-46] (456-402 BCE)	202-254
B34	Loan of Silver (December 13, 456 BCE [night]) - TAD B3.1	202
B35	Withdrawal from <i>hyr'</i> (July 6, 451 BCE [night]) - TAD B3.2	205
B36	Document of Wifehood (August 9, 449 BCE [night]) - TAD B3.3	208
B37	Sale of Abandoned Property (September 14, 437 BCE [night]) - TAD B3.4	212
B38	Bequest of Apartment to Wife (October 30, 434 BCE) - TAD B3.5	216
B39	Testamentary Manumission (June 12, 427 BCE) - TAD B3.6	220
B40	A Life Estate of Usufruct (July 11, 420 BCE) - TAD B3.7	223
B41	Document of Wifehood (October 2-30, 420 BCE) - TAD B3.8	226
B42	Adoption (September 22/October 22, 416 BCE) - TAD B3.9	234
B43	Bequest in Contemplation of Death (Nov. 25, 404 BCE [night]) - TAD B3.10	237
B44	Dowry Addendum (March 9, 402 BCE) - TAD B3.11	242
B45	Sale of Apartment to Son-in-law (December 13, 402 BCE) - TAD B3.12	246
B46	Loan of Grain (December 2-31, 402 BCE) - TAD B3.13	252
6.	Miscellaneous Contracts [B47-52] (495-400 BCE)	255-267
B47	Exchange of Inherited Shares (October 22, 495 BCE) - TAD B5.1	255
B48	Loan of Silver (ca. 487 BCE) - TAD B4.2	257
B49	Mutual Quitclaim (last quarter 5 th century BCE) - TAD B5.5	259
B50	Obligation to Make Judicial Declaration (January 18, 401 BCE) - TAD B7.2	262
B51	Debt Acknowledgment (June 21, 400 BCE) - TAD B4.6	264
B52	Oath Text (late 5 th century BCE) - TAD B7.3	266
	Prosopography - Yun, Sungduk	268
III	DEMOTIC TEXTS [C1-37] - Cary J. Martin	277-385
	Introduction	277
1.	Letters [C1-23] (492 BCE - 11 CE)	289-335
1a.	The Eskhnumpemet Papers [C1-3] (492 BCE)	289
	C1 Procedures for Appointing a <i>Lesonis</i> (April 21, 492 BCE) - P. Berlin 13540	290

C2	Acknowledgment of Receipt of Money (June 7, 492 BCE) - <i>P. Berlin</i> 13572	292
C3	Appointment of a New <i>Lesonis</i> (December 25, 492 BCE) - <i>P. Berlin</i> 13539	294
C4	Warning About a Delivery of Grain (October 5, 486 BCE) - <i>P. Loeb</i> 1	296
C5	A Delivery of Wine (January 12, 303 BCE) - <i>P. Berlin</i> 13568	298
C6	Instructions Regarding Payment (May 16, 298 BCE) - <i>P. Berlin</i> 15520	300
1b.	The Paudjaemtoues Letters [C7-10] (230-229 BCE)	301
C7	The Removal of Grain (September 13, 230 BCE) - <i>P. Berlin</i> 13619	302
C8	Letter from a Man in Detention (November 9, 229 BCE) - <i>P. Berlin</i> 15516	304
C9	Letter of Explanation (November 18, 229 BCE) - <i>P. Berlin</i> 15519	306
C10	Report of Misfortunes (December 22, 229 BCE) - <i>P. Berlin</i> 13579	308
1c.	The Eskhnumpemet II Papers [C11-14] (219-205 BCE)	310
C11	Payment for <i>Lesonis</i> Appointment (August 11, 219 BCE) - <i>P. Berlin</i> 13543	311
C12	Collection of Taxes (April 2, 216 or March 29, 199 BCE) - <i>P. Berlin</i> 15522	313
C13	Recall of Priest From Alexandria (August 10, 216 BCE) - <i>P. Berlin</i> 13565	315
C14	Delivery of Some Money (November 9, 205 BCE) - <i>P. Berlin</i> 15521	317
C15	Admonition From a Pious Man (April 23, 187 BCE) - <i>P. Berlin</i> 15527	319
C16	Causing Strife and Choosing a Wife (Ptolemaic) - <i>P. Berlin</i> 13538	321
C17	Advising Conciliation (Ptolemaic) - <i>P. Berlin</i> 13544	324
C18	Feeding the Sacred Falcons (Ptolemaic) - <i>P. Berlin</i> 13547	326
C19	Denial of Receipt of Money (Ptolemaic) - <i>P. Berlin</i> 13587	327
C20	Complaint re Consultation of an Oracle (Ptolemaic) - <i>P. Berlin</i> 15607	329
C21	Promise to Pay (Ptolemaic) - <i>P. Berlin</i> 15609	330
C22	Delivery of Cereals (Ptolemaic) - <i>P. Padua</i>	331
C23	Report on the Completion of Work (March 11, 11 CE) - <i>P. Berlin</i> 15518	334
2.	Report [C24]	336
C24	Report on a Strike of Quarrymen (558/557 BCE) - <i>P. Berlin</i> 13616	336
3.	Divine Communications [C25-26]	338-345
C25	Oracle Question (Ptolemaic) - <i>P. Berlin</i> 13584	338
C26	Message from a Deity (Ptolemaic) - <i>P. Dodgson</i>	339
4.	Contracts [C27-34] (537-2 BCE)	346-373
C27	Matrimonial Property Arrangements (537 BCE) - <i>P. Berlin</i> 13614	346
C28	Bequest of Stipends to Daughter (Nov 24-Dec 23, 510 BCE) - <i>P. Wien</i> D 10150	348
C29	Exchange of Stipends between Priests (Jan 15-Feb 13, 460) - <i>P. Wien</i> D 10151	351
C30	Transfer of Stipends (May 17-June 15, 349 BCE) - <i>P. Moscow</i> 135	356
C31	Withdrawal after Lawsuit (Oct. 23-Nov. 21, 245 BCE) - <i>P. Berlin</i> 13554	360
C32	Tax-Farming Joint Venture (July 18-Aug 16, 236) - <i>P. Berlin</i> 13535+23677	363
C33	Matrimonial Property Arrangements (Oct 12-Nov 10, 198) - <i>P. Berlin</i> 13593	366
C34	Transfer of House-Shares (February 22, 2 BCE) - <i>P. Berlin</i> 13534	371
5.	Receipt and Lists [C35-37]	374-377
C35	Receipt for Myrrh (July 21-August 19, 487 BCE) - <i>P. Berlin</i> 13582	374
C36	List of Names and Contributions (Ptolemaic) - <i>P. Berlin</i> 13541	376
C37	List of Names (Ptolemaic) - <i>P. Berlin</i> 15774	377
	Prosopography	378
IV	GREEK TEXTS [D1-52] - J. Joel Farber	386-568
	Introduction - Bezalel Porten and J. Joel Farber	386

1. Ptolemaic [D1-10] (310-136 BCE)	407-425
D1 Elegiac Drinking Song (end of 4 th century BCE) - <i>BKT</i> V.2 62	407
D2 Matrimonial Arrangements (August/September, 310 BCE) - <i>P. Eleph.</i> 1	408
D3 Will (June 29-July 28, 284 BCE) - <i>P. Eleph.</i> 2	412
D4 Appointment of a Guardian (July 21, 283 BCE) - <i>P. Eleph.</i> 4	414
D5 Appointment of a Guardian (February 14, 282 BCE) - <i>P. Eleph.</i> 3	416
D6 Accounting of an Inheritance (March 23, 281 BCE) - <i>P. Eleph.</i> 5	417
D7 Military Despatch (first half of 3 rd century BCE) - <i>SB</i> I 5111	419
D8 Petition (February 24-March 24, 137 BCE) - <i>BGU</i> VI 1247	420
D9 Report on the Delivery of a Summons (December 29, 137 BCE) - <i>BGU</i> VI 1248	422
D10 Settlement (January 4, 136 BCE) - <i>BGU</i> VI 1249	424
2. Roman [D11-17]	426-437
D11 Sale of a Slave (16/15 BCE) - <i>P. Stras.</i> I 79	426
D12 Tax Receipt (September 8, 88 CE) - <i>BGU</i> XIV 2378	428
D13 Distribution of an Estate (June 16, 131 CE) - <i>P. Wisc.</i> I 14	429
D14 Purchase of Room Shares (25 April/13 September, 153 CE) - <i>P. Paris</i> 17	431
D15 Verification (after 160 CE) - <i>SB</i> VI 9227+9228	434
D16 Letter (late 2 nd century CE) - <i>BGU</i> XIV 2418	436
D17 Letter (late 3 rd century CE) - <i>SB</i> VI 9230	437
3. Byzantine [D18-52] (355-613 CE)	438-549
D18 Manumission (January 12, 355 CE) - <i>P. Edmonstone</i>	438
D19 Petition (425-450 CE) - <i>P. Leid.</i> Z	441
D20 Sale of Room and Courtyard (April 26, 493) - <i>P. Münch.</i> 15+ <i>P. Lond.</i> V 1855	443
D21 Sale of a Court With Easement (after 493 CE) - <i>P. Münch.</i> 16	447
D22 Sale of a House (March 7-15, 530 CE) - <i>P. Lond.</i> V 1722	451
D23 Gift in Contemplation of Death (ca. 540 CE) - <i>P. Münch.</i> 8+ <i>P. Lond.</i> V 1857	455
D24 Sale of an Earring (February 3, 549 CE) - <i>P. Lond.</i> V 1720	459
D25 Sale of a Symposion (ca. 550 CE) - <i>P. Lond.</i> V 1734	461
D26 Debt Acknowledgment (January 26-February 4, 556 CE) - <i>P. Lond.</i> V 1719	464
D27 Debt Acknowledgment (May 26-June 24, 557 CE) - <i>P. Lond.</i> V 1721	466
D28 Debt Acknowledgment (March 27, 573 or 558 CE) - <i>P. Rein.</i> II 107	467
D29 Arbitration of Dispute Over Legacy (March 11, 574 CE) - <i>P. Münch.</i> 1	469
D30 Antichretic Loan (September 7, 577 CE) - <i>P. Lond.</i> V 1723	474
D31 Enrollment of a New Recruit (May-October 6, 578 CE) - <i>P. Münch.</i> 2	477
D32 Sale of House-Share (578-582 CE) - <i>P. Lond.</i> V 1724	480
D33 Debt Acknowledgment (March 6, 580 CE) - <i>P. Münch.</i> 3+ <i>P. Lond.</i> V 1725	484
D34 Sale of Boat (581 CE) - <i>P. Münch.</i> 4/5 + <i>P. Lond.</i> V 1726	486
D35 Resolution of Legacy Dispute (June 7?, 583) - <i>P. Münch.</i> 6+ <i>P. Lond.</i> V 1849	491
D36 Settlement of Legacy Dispute (June 23, 583) - <i>P. Münch.</i> 7+ <i>P. Lond.</i> V 1860	495
D37 Gift of Share in Contemplation of Death (March 12, 584 CE) - <i>P. Lond.</i> V 1729	500
D38 Will (August 13, 583-August 12, 584 CE) - <i>P. Lond.</i> V 1727	503
D39 Resolution of Dispute Over Legacy (March 8, 585 CE) - <i>P. Lond.</i> V 1728	506
D40 Sale of House Shares (May 30, 585) - <i>P. Münch.</i> 9+ <i>P. Lond.</i> V 1734 (protocol)	508
D41 Transfer of House-Share (August 22, 585 CE) - <i>P. Lond.</i> V 1730	513
D42 Resolution of Dispute Over Payment (September 20, 585 CE) - <i>P. Lond.</i> V 1731	515

TABLE OF CONTENTS

ix

D43	Transfer of Share of Notes (January 28, 586 CE) - <i>P. Münch.</i> 10	518
D44	Surety Bond (August 16, 586 or 601 CE) - <i>P. Lond.</i> V 1732	520
D45	Sale of House-Share (October 7, 586 CE) - <i>P. Münch.</i> 11	522
D46	Sale of House-Share (August 13, 590-August 12, 591 CE) - <i>P. Münch.</i> 12	526
D47	Sale of Half-Share of a Courtyard (January 18, 594 CE) - <i>P. Münch.</i> 13	530
D48	Arbitration of Dispute over Legacy (February 15, 594 CE) - <i>P. Münch.</i> 14	535
D49	Sale of House-Shares (March 6, 594 CE) - <i>P. Lond.</i> V 1733	540
D50	Sale of House-Share (late 6 th century CE) - <i>P. Lond.</i> V 1735+1851 (frag.)	544
D51	Loan of Gold (February 25, 611 CE) - <i>P. Lond.</i> V 1736	546
D52	Secured Loan of Gold (February 9, 613 CE) - <i>P. Lond.</i> V 1737	548
	Prosopography - J. Joel Farber and Andrew Wolpert	550
V	COPTIC TEXTS [B1-20] - Leslie S.B. MacCoull and Sarah J. Clackson	569-602
	Introductions	569
E1	Letter about a Dispute - <i>ST</i> 181	575
E2	Document about a Debt - <i>British Library Or.</i> 6943(12)	577
E3	Acknowledgment of Debt Settlement - <i>ST</i> 96	579
E4	Debt Acknowledgment - <i>KSB I</i> 025	581
E5	Debt Acknowledgment (April 4) - <i>KSB I</i> 024	582
E6	Debt Acknowledgment (July 29, 2 nd indiction) - <i>KSB I</i> 026	583
E7	Loan (September 17, 5 th indiction) - <i>KSB I</i> 028	584
E8	Repayment and Debt Acknowledgment (May 25, 10 th indiction) - <i>KSB I</i> 030	585
E9	Debt Acknowledgment (February 25, 11 th indiction) - <i>KSB I</i> 027	587
E10	Debt Acknowledgment (September 30, 15 th indiction) - <i>KSB I</i> 035	588
E11	Debt Acknowledgment - <i>KSB I</i> 031	590
E12	Debt Acknowledgment - <i>KSB I</i> 032	591
E13	Debt Acknowledgment - <i>KSB I</i> 029	592
E14	Loan - <i>KSB I</i> 034	593
E15	Loan - <i>KSB I</i> 235	594
E16	Loan - <i>KSB I</i> 033	595
E17	Debt Acknowledgment - <i>ST</i> 91	596
E18	Two Fragmentary Orders (?) - Cairo Egyptian Museum J. 68678	598
E19	Apprenticeship Contract - <i>VC</i> 19	600
E20	Fragment of an Account of Payments - Hall p. 88 No. 5	601
VI	ARABIC TEXTS [F1-2] - Simon Hopkins	603-607
F1	Land-Tax Agreement (August 10-September 7, 883 CE) - <i>P. Hamburg A.P.</i> 5	603
F2	Nuptial Gift Agreement (7/8 January, 948 CE) - <i>P. Or. Inst.</i> 10552 recto	605
VII	LATIN TEXTS [G1-2] - Ranon Katzoff	608-609
G1	List of Soldiers and Letter (second half of 3 rd century CE) - <i>Ch.L.A.</i> XI 481	608
G2	List of Soldiers (second half of 3 rd century CE) - <i>Ch.L.A.</i> XI 482	609
	INDEX	610
	LIST OF PLATES	
	PLATE 1. Aramaic Document of Wifhood (<i>TAD</i> B2.6 [B28])	
	PLATE 2. Aramaic Document of Wifhood (<i>TAD</i> B3.3 [B36])	
	PLATE 3. Aramaic Loan Document (<i>TAD</i> B4.2 [B48])	
	PLATE 4. Demotic Oracle (<i>P. Dodgson</i> [C26])	
	PLATE 5. Demotic Matrimonial Arrangements (<i>P. Berlin</i> 13614 [C27])	

- PLATE 6. Greek Matrimonial Arrangements (*P. Eleph. 1* [D2])
PLATE 7. Greek Will (*P. Eleph. 2* [D3])
PLATE 8. Greek Military Despatch (*SB 1 5111* [D7])
PLATE 9. Greek Manumission (*P. Edmonstone* [D18])
PLATE 10. Greek Arbitration (*P. Münch. 1* [D29])
PLATE 11. Arabic Nuptial Agreement (*P. Or. Inst. 10552r* [F2])

FORWARD

The twin forts, mainland Syene and the island of Elephantine, were a triple border — geological, ethnic, and political. Aswan is the region of the first cataract, a home to Nubians, and a springboard for commercial and military expeditions into the south, in ancient as in modern times. Prized all over Egypt for its red granite that went into making statues, sarcophagi, and building blocks, the quarry on the east bank is noted for the 41.75 m, 1168 ton Unfinished Obelisk¹ while the cliffs on the west bank display the Tombs of the Nobles, St Simeon's Monastery, and the contemporary Mausoleum of the Aga Khan. Among the significant finds on the island are the Twelfth Dynasty shrine of the divinized Hekaib, a Sixth Dynasty nomarch, the standing pillars of Alexander II in the Temple of Khnum, the Greco-Roman Khnum-eum with its gilded rams, and the Roman period Nilometer. At the time that the forerunner of the present High Dam was being built and improved (1891-1902, 1907-12, 1928-34), dealers and scholars were discovering on the ancient mounds hundreds of papyri and ostraca in a half-dozen scripts and tongues — hieratic, demotic, Aramaic, Greek, Latin, Coptic, and Arabic.² The Aramaic documents told of the existence of a Jewish Temple in the fifth century BCE, but its site has yet to be discovered.

This book brings together 175 of these documents, spanning three thousand years. Most of them are presented here in English *translation* for the first time. Each document is descriptively *titled* for quick reference. It is *headed* by a tabular listing of its vital statistics (date, size, parties, objects), *introduced* by a brief analytical abstract of its contents and significance, and liberally *annotated* with philological, legal or epistolical, and general comments, and numerous cross-references. Our translations take their cue from the ancient legal scribe, who composed his document using fixed formulae and technical terms that lay ready to hand. Thus, we have employed a *literal*, word-for-word translation, rendering each legal or technical term the same way each time it occurs. To aid the modern reader we introduce a system of *paragraphing* with descriptive marginal *captions* for each clause or topical section at the same time that we apply *superscript* numeration of the lines in order to facilitate reference to the original. Unlike other anthologies of multi-lingual ancient texts, where the editor serves only as collector, I have played an active role in translating most of the documents, heavily edited several successive drafts, and worked to maintain uniformity of style and consistency of translation and annotation throughout the entire collection. The sensitive reader is thus able to trace continuity and change in cultural patterns across three millennia.

Just as the publication of the Aramaic Mibtahiah archive, acquired on the antiquities market in 1904 and published in large format in 1906, was the stimulus

¹ R. Engelbach, *The Aswan Obelisk* (Cairo, 1922)

² Convenient summaries are L. Habachi and H. Riad, *Aswan* (Cairo, 1959); J. Kamil, *Upper Egypt* (London, 1983), 35-49; V. Seton-Williams and P. Stocks, *Blue Guide Egypt* (London, 1988), 624-633.

for the German and French expeditions of 1906-1909, so my work on the Aramaic *Archives from Elephantine*, published in 1968, was the stimulus for this present collection. I assiduously collated every Aramaic text and in conjunction with the palaeographer Ada Yardeni have issued three (out of four) volumes of *Textbook of Aramaic Documents from Ancient Egypt* (1986, 1989, 1993), with Hebrew and English translation. Her keen eye has yielded many improved readings which her sure hand has validated in full-size copy. This edition serves as the basis for the Aramaic texts included here and the method of translation (literal, literate, and literary) and annotation employed there has been extended to all the other text groups in this collection.

At the same time that I was preparing the Aramaic *Textbook* I was meeting annually with the late George R. Hughes of the Oriental Institute, University of Chicago, to translate and annotate the demotic texts. After completing twenty-five documents, I fortuitously met Cary Martin, a demotist trained at the University of London. He reworked all the translations, expanded the commentary, added twelve more documents, prepared a prosopography, and wrote an introduction.³ We corresponded extensively and met together briefly during my annual trips abroad. I painstakingly read and edited several successive drafts.

The most intimate collaboration took place with J. Joel Farber, now emeritus at Franklin and Marshall College in Lancaster, Pennsylvania. This, too, was a fortuitous nexus. It began in 1980 with Farber drawing up draft translations and commentary of the Greek texts and my editing. We then met annually for a week or so at a time, for a month each in 1989 and 1991, and for the fall of 1993, when we jointly wrote the introduction to the Greek texts. Scrupulous care was taken throughout to translate each legal phrase the same way each time and to cross-reference all occurrences. Followed up by collation of the texts in the British Museum in October, 1986 and 1987, this approach yielded the unexpected redating of five documents and the relocation of an important fragment.⁴ Most significantly, the mutual stimulation generated by our close collaboration was ample warrant for a procedure that brought together two specialists from distinct but related fields. We have been additionally fortunate in obtaining helpful comments from numerous colleagues, particularly Diana Delia, James Keenan, Joseph Mèlèze Modrzejewski, John Oates, William Willis, and especially the late John Shelton, who reviewed the whole Greek section and whose many observations are recorded *ad locum*. The prosopography was prepared with the able assistance of Farber's student Andrew Wolpert.

The Fourth International Congress of Demotists that met at the Oriental Institute, University of Chicago in September, 1990 was an occasion for organizing a special session on late antiquity to clarify many of the questions that arose in conjunction with the Paternouthis archive. While Farber spoke on family disputes, Geneviève Husson lectured on houses, James G. Keenan on the army, and Leslie S.B. MacCoull on Christianity.⁵ To expand the linguistic horizon of our anthology, we made excep-

³ *P. Berlin* 15520 (C6), 13619 (C7), 15516 (C8), 15519 (C9), 13543 (C11), 13587 (C19), 15609 (C21); *P. Padua* (C22); *P. Dodgson* (C26); *P. Moscow* 135 (C30); *P. Berlin* 13541 (C36), 15774 (C37).

⁴ J.J. Farber and B. Porten, *BASP* 23 (1986), 81-98.

⁵ Essays published in *BASP* 27 (1990), 111-162.

tion to our concentration on papyri and asked MacCoull for a translation and commentary of the published Coptic ostraca. These, too, went through several drafts and a joint introduction was written together with Farber. The translation was further edited, with MacCoull's agreement, by Sarah J. Clackson of Cambridge. She added three papyri,⁶ associated with the Greek Paternouthis archive, and four ostraca.⁷

While documents in all the above language groups appeared together in archives or in museum collections, hieratic papyri from Elephantine were never considered a self-contained or homogeneous collection. Nonetheless, they extend the chronological horizon by some fifteen hundred years and so their inclusion was greatly to be desired. But it was not easy to find, on such short notice, a scholar capable and willing to undertake the task. Christopher Eyre of the University of Liverpool kindly supplied me with a list of documents and Günter Vittmann of the University of Würzburg did the translation and commentary in record time.

At the last minute, certain Arabic and Latin documents from Elephantine/Syene came to my attention. The former were translated by Simon Hopkins and the latter were treated by Ranon Katzoff. My student Yun, Sungduk prepared the Aramaic prosopography.

The final task of editing was mine. This meant adding cross-references from one document group to another and writing an overall introduction that sought to highlight features of continuity and change.

Working intensely and individually with five different collaborators over extended periods of time has convinced me of the benefits to be gained from joint labor and extensive consultation. We are most grateful to Dr. F.Th. Dijkema of E.J. Brill Publishing House who saw right away what was not obvious to many others — that three millennia of Elephantine is a significant cultural phenomenon worthy of inclusion in a single volume. It was through the admirable computer skill of Mrs. Ronit Nikolsky that the documents spanning this long period were united and formatted into camera-ready copy. Communication with Brill during this period was handled most proficiently via e-mail through Patricia Radder, Editorial Assistant for Ancient Near Eastern and Asian Studies. Special commendation is due my student-typists, especially Julie Lieb and Randal Slavens who labored so assiduously and aimed so conscientiously at the goal of zero typos. I hope we all succeeded. Finally, appreciation is expressed to various bodies who over the years extended financial assistance — research funds from Franklin and Marshall College and the Hebrew University, the Federman Fund of the Hebrew University, and the Institute for the Study of Aramaic Papyri.

Bezalel Porten
Jerusalem

15 Ab, 5756 that is July 31, 1996

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⁶ ST 181 (E1), 96 (E3), *Br. Library Or.* 6943(12) (E2)

⁷ ST 91 (E17), *Egyptian Museum Cairo J.* 68678 published by R. Englebach 38 (1938), 47-51 (E18), *VC* 19 (E19), *Hall Pl.* 88 No 5 (E20).

SIGLA OF TRANSLATED TEXTS

- BGU VI = W. Schubart and E. Kühn, *Papyri und Ostraka der Ptolemäerzeit* (Berlin, 1922).
- BGU XIV = W. M. Brashear, *Ptolemäische Urkunden aus Mumienkartonage* (Berlin, 1980).
- BKOE = F. Hintze, "Berliner koptische Ostraka aus Elephantine," *ZÄS* 104 (1977), 97-112.
- BKT V = *Berliner Klassikertexte*, V. W. Schubart and U. von Wilamowitz-Moellendorff, eds., *Griechische Dichterfragmente* (Berlin, 1907).
- Ch.L.A. = A. Bruckner and R. Marichal, eds., *Chartae Latinae Antiquiores* XI (Dietikon-Zurich, 1979).
- S.J. Clackson, "Four Coptic Papyri from the Patermouthis Archive in the British Library," *BASP* 32 (1995), 97-116.
- R. Engelbach, "A Coptic Ostrakon Mentioning Ieb (Elephantine)," *ASAE* 38 (1938), 47-51.
- KSB I = M.R.M. Hasitzka ed., *Koptisches Sammelbuch I* (MPER n. F. 23; Vienna, 1993).
- P. Hamburg = A. Dietrich, *Arabischer Papyri aus der Hamburger Staats- und Universitäts-Bibliothek* (Leipzig, 1937), No. 14.
- P. Leid. Z = D. Feissel and K. Worp, "La requête d'Appion, évêque de Syène, à Théodose II: P. Leid. Z révisé," *OMRO* 68 (1988), 97-108.
- P. Lond. V = H.I. Bell, *Greek Papyri in the British Museum* V (London, 1917).
- P. Münch. = A. Heisenberg and L. Wenger, *Byzantinische Papyri der Bayerischen Staatsbibliothek München*, 2nd edition by Dieter Hagedorn (Stuttgart, 1986. The original, 1914 edition is designated *P. Monac.*)
- P. Or. Inst. = N. Abbott, "Arabic Marriage Contracts among Copts," *ZDMG* 95 (1941), 59-77.
- P. Paris = J.A. Letronne, W. Brunet de Presle, and E. Egger, *Notices et textes des papyrus du Musée du Louvre et de la Bibliothèque Impériale* (Paris, 1865).
- P. Rein. II 107 = Paul Collart, "Les Papyrus Théodore Reinach, Tome II," *BIFAO* 39 (1940), 68-69.
- P. Stras. I = F. Preisigke, *Griechische Papyrus der kaiserlichen Universitäts- und Landesbibliothek zu Strassburg*, I (Leipzig, 1912).
- P. Wisc. I = P. J. Sijpesteijn, *The Wisconsin Papyri I* (Leiden, 1967) = *Papyrologica Lugduno-Batava* XVI.
- SB = *Sammelbuch griechischer Urkunden aus Aegypten*. In progress since 1913.
- ST = W.E. Crum, *Short Texts from Coptic Ostraca and Papyri* (Oxford, 1921).
- TAD = B. Porten and A. Yardeni, *Textbook of Aramaic Documents from Ancient Egypt*. (Jerusalem), 1986 (= TAD A); 1989 (= TAD B); 1993 (= TAD C).
- VC = W.E. Crum, *Varia Coptica* (Aberdeen, 1939), No. 19.

ABBREVIATIONS

- ÄAT = *Ägypten und Altes Testament* (Wiesbaden)
 AfP = *Archiv für Papyrusforschung*
 ÄgAbh = *Ägyptologische Abhandlungen* (Wiesbaden)
 AION = *Annali dell'Istituto Universitario Orientale di Napoli*
 AJT = *The American Journal of Theology*
 Anc. Soc. = *Ancient Society* (Leuven)
 ArOr = *Archiv Orientalní*
 ASAE = *Annales du Service des Antiquités de l'Égypte* (Cairo)
 AV = Deutsches Archäologisches Institut, Abteilung Kairo, *Archäologische Veröffentlichungen* (Mainz)
 BA = *Biblical Archaeologist*
 Bal. = P.E. Kahle, *Bala'izah. Coptic texts from Deir el-Bala'izah in Upper Egypt* (2 vols, London, 1954)
 BASOR = *Bulletin of the American Schools of Oriental Research*
 BASP = *Bulletin of the American Society of Papyrologists*
 BdÉ = *Bibliothèque d'Étude* (Cairo)
 BIFAO = *Bulletin de l'Institut Français d'Archéologie Orientale* (Cairo)
 BM = W.E. Crum, *Catalogue of the Coptic Manuscripts in the British Museum* (London, 1905)
 BO = *Bibliotheca Orientalis* (Leiden)
 BSEG = *Bulletin de la Société d'Égyptologie Genève* (Geneva)
 CAH VII/1 = *The Cambridge Ancient History, VII/1*, ed. F.W. Walbank e.a. (Cambridge, 1984)
 CdÉ = *Chronique d'Égypte* (Brussels)
 J. Černý, CED = J. Černý, *Coptic Etymological Dictionary* (Cambridge, 1976)
 CH = Code of Hammurabi. G.R. Driver and J.C. Miles, *The Babylonian Laws* (Oxford, 1952-1955)
 CKÄ = S. Timm, *Das christlich-koptische Ägypten in arabischer Zeit. Eine Sammlung christlicher Stätten in Ägypten in arabischer Zeit unter Ausschluß von Alexandria, Kairo, des Apa-Mena-Klosters (Der Abu Mina), der Sketis (Wadi n-Natrun) und der Sinai-Region*. 6 vols. (Wiesbaden, 1984-1992)
 CIS = *Corpus Inscriptionum Semiticarum*
 W. Clarysse, *Pros. Ptol. IX* = W. Clarysse, *Prosopographia Ptolemaica IX* (Leuven, 1981) = *Studia Hellenistica* 25
 CPR VII = H. Zilliacus, J. Frösen, P. Hohti, J. Kaimio, M. Kaimio eds., *Griechische Texte IV*, (Vienna, 1979)
 Crum CD = Crum, W.E., *A Coptic Dictionary* (Oxford, 1939)
 Demot. Nb. = *Demotisches Namenbuch*, ed. E. Lüdeckens et al. (Wiesbaden, 1980-)
 Dict. = A. Berger, *Encyclopedic Dictionary of Roman Law* (Philadelphia, 1953)
 W. Erichsen, *Glossar* = W. Erichsen, *Demotisches Glossar* (Copenhagen, 1954)
 FIRA III = *Fontes Iuris Romani Antejustiniani, pars tertia, Negotia*, ed. V. Arangio-Ruiz (2nd ed.; Florence 1943. Reprinted Florence, 1969)
 A. Gardiner, *Grammar* = A.H. Gardiner, *Egyptian Grammar*, 3rd edition (Oxford, 1957)
 GM = *Göttinger Miscellen. Beiträge zur ägyptologischen Diskussion* (Göttingen)
 G. Husson, OIKIA = G. Husson, *OIKIA, Le vocabulaire de la maison privée en Égypte d'après les papyrus grecs* (Paris, 1983)

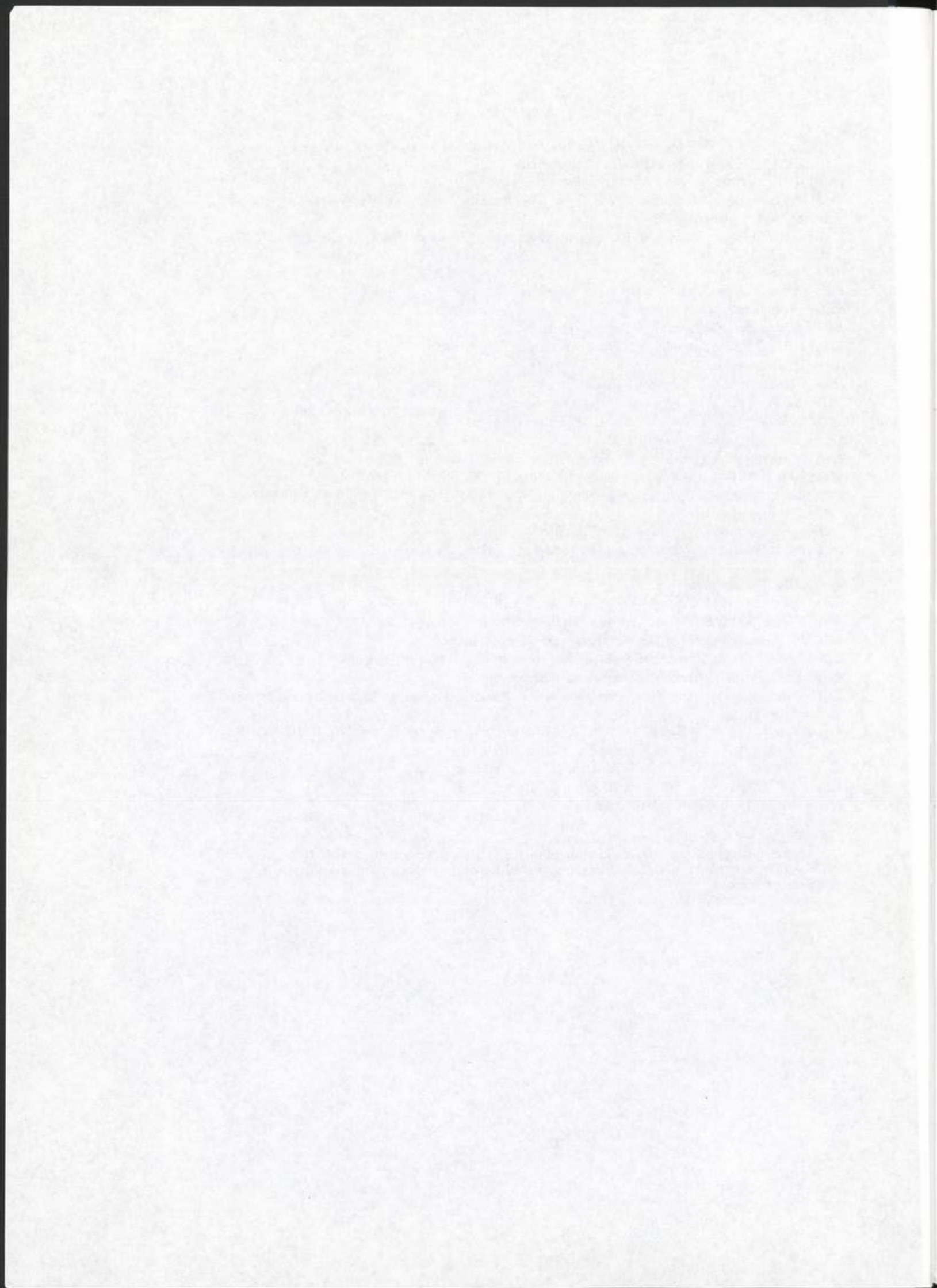
- G. Husson, "Houses" = G. Husson, "Houses in Syene in the Paternouthis Archive," *BASP* 27 (1990), 123-136
- Hall = H.R. Hall, *Coptic and Greek Texts of the Christian Period from Ostraca, Stelae etc in the British Museum* (London, 1905)
- Heuser, PN = G. Heuser, *Die Personennamen der Kopten. I Untersuchungen* (Studien zur Epigraphik und Papyruskunde 1.2. Leipzig, 1929)
- HSCP = *Harvard Studies in Comparative Philology* (Boston)
- H.-W. = A. Heisenberg and L. Wenger, *Byzantinische Papyri der Bayerischen Staatsbibliothek München* (Leipzig, 1914)
- ILR = *Israel Law Review* (Jerusalem)
- IOS = *Israel Oriental Studies*
- JAOS = *Journal of the American Oriental Society*
- JARCE = *Journal of the American Research Center in Egypt* (New York)
- JEA = *Journal of Egyptian Archaeology* (London)
- JESHO = *Journal of the Economic and Social History of the Orient* (Leiden)
- JJP = *Journal of Juristic Papyrology*
- JNES = *Journal of Near Eastern Studies* (Chicago)
- JRAS = *Journal of the Royal Asiatic Society* (London)
- JRS = *Journal of Roman Studies*
- JS = John Shelton in a personal communication to the editor
- JSSEA = *Journal of the Society for the Study of Egyptian Antiquities* (Toronto)
- KAI = H. Donner and W. Röllig, *Kanaanäische und aramäische Inschriften* (Wiesbaden, 1968)
- LÄ = W. Helck and E. Otto, *Lexicon der Ägyptologie* (Wiesbaden, 1975-)
- Late Ramesside Letters = see bibliography for A7 (J. Černý; E.F. Wente)
- LE = Laws of Eshnuna.
- LGRE = R. Taubenschlag, *The Law of Greco-Roman Egypt in the Light of the Papyri*, (2nd ed.; Warsaw, 1955)
- LRE = A.H.M. Jones, *The Later Roman Empire, 284-602* (Norman, 1964)
- LSJ = H.G. Liddell, R. Scott, and H.S. Jones, *A Greek-English Lexicon* (9th edition; Oxford, 1940), with Supplement by E.A. Barker (Oxford, 1968)
- MacCoull = L.S.B. MacCoull, "Christianity at Syene/Elephantine/Philae," *BASP* 27 (1990) 151-162
- MAI = *Mémoires présentés par divers savants à l'Académie des Inscriptions et Belles-Lettres*
- MAL = Middle Assyrian Laws. G.R. Driver and J.C. Miles, *The Assyrian Laws* (Oxford, 1935)
- MÄS = *Münchener Ägyptologische Studien* (Munich - Berlin)
- Maspero, Org. = J. Maspero, *Organisation militaire de l'Égypte byzantine* (Paris, 1912)
- MD(A)JK = *Mitteilungen des Deutschen Archäologischen Instituts Kairo* (Mainz)
- Mitteis, Chrest. = L. Mitteis and U. Wilcken, *Grundzüge und Chrestomathie de Papyruskunde* II, 2 (Leiden, 1912)
- OBO = *Orbis Biblicus et Orientalis* (Freiburg [Switzerland] - Göttingen)
- OLA = *Orientalia Lovaniensia Analecta* (Louvain)
- OLP = *Orientalia Lovaniensia Periodica* (Louvain)
- OMH = E. Stefanski and M. Lichtheim, *Coptic Ostraca from Medinet Habu* (University of Chicago Oriental Institute publication 71; Chicago, 1952)
- OMRO = *Oudheidkundige Mededelingen uit het Rijksmuseum van Oudheden te Leiden* (Leiden)
- O. Wilck. = U. Wilcken, *Griechische Ostraka aus Aegypten und Nubien* (2 vols.; Leipzig/Berlin, 1899)
- Pestman = P. W. Pestman, *The New Papyrological Primer* (2nd ed; Leiden, 1994)
- P. Flor. XIX = M. Capasso, G. Messeri, R. Pintaudi eds, *Miscellanea papyrologica in occasione del bicentenario dell'edizione della Charta Borgiana* (Florence, 1990)
- P. Oxy. = *The Oxyrhynchus Papyri* (London, 1898-)

- Preisigke, *WB* = F. Preisigke and E. Kiessling, *Wörterbuch der griechischen Papyrusurkunden* (Berlin, 1925-1931), in progress + two supplements
- PSBA* = *Proceedings of the Society of Biblical Archaeology*
- P. Sta. Xyla* = B.G. Mandilaras, *P. Sta. Xyla. The Byzantine papyri of the Greek Papyrological Society* vol. 1 (Athens, 1993)
- H. Ranke, *Personennamen* = H. Ranke, *Die ägyptischen Personennamen*, three volumes (Glückstadt, 1935-1977)
- RB* = *Revue Biblique*
- RdÉ* = *Revue d'Égyptologie* (Paris)
- RÉG* = *Revue des études grecques*
- RÉS* = *Répertoire d'épigraphie sémitique* (Paris)
- RIDA* = *Revue Internationale des Droits de l'Antiquité* (Brussels)
- RS* = *Revue Semitique.*
- RSO* = *Rivista di Studi Orientali* (Rome)
- SAK* = *Studien zur altägyptischen Kultur* (Hamburg)
- SAOC* = *Studies in Ancient Oriental Civilization* (Chicago)
- SEL* = *Studi epigrafici e linguistici*
- Select Papyri* = A. S. Hunt and C. C. Edgar, *Select Papyri* (London, 1932)
- SPBM* = H.I. Bell, "Syene Papyri in the British Museum," *Klio* 13 (1913) 160-174
- ST 439* = L. S. B. MacCoull, "Further Notes on ST 439 (= *P. Lond.* V. 1720v)," *ZPE* 96 (1993), 229-234 plus plate VI
- TSBA* = *Transactions of the Society of Biblical Archaeology*
- UPZ II* = U. Wilcken, *Urkunden der Ptolemäerzeit (ältere Funde)*, II, *Papyri aus Oberägypten* (Berlin, 1957)
- VT* = *Vetus Testamentum*
- Wb* = A. Erman and H. Grapow, *Wörterbuch der ägyptischen Sprache* (Berlin, 1928-1963)
- Wolff = H. J. Wolff, *Das Recht der griechischen Papyri Agyptens* (Munich, 1978), II
- WZKM* = *Wiener Zeitschrift für die Kunde des Morgenlandes*
- ZÄS* = *Zeitschrift für ägyptische Sprache und Altertumskunde* (Berlin - Leipzig)
- ZAW* = *Zeitschrift für die alttestamentliche Wissenschaft*
- K.-Th. Zauzich, *Ägyptische Handschriften* = K.-Th. Zauzich, *Ägyptische Handschriften*, 2 (Wiesbaden, 1971)
- K.-Th. Zauzich, *DPB I* = K.-Th. Zauzich, *Demotische Papyri aus den Staatlichen Museen zu Berlin, I, Papyri von der Insel Elephantine* (Berlin, 1978)
- K.-Th. Zauzich, *DPB III* = K.-Th. Zauzich, *Demotische Papyri aus den Staatlichen Museen zu Berlin, III, Papyri von der Insel Elephantine* (Berlin, 1993)
- ZPE* = *Zeitschrift für Papyrologie und Epigraphik*

{ } = word(s) redundantly written by the scribe

< > = word(s) supplied by editor on the assumption they were unintentionally omitted by the scribe

() = resolution of a symbol or abbreviation; also used for whole English words supplied by editor to complete the sense.



INTRODUCTION

Discovery

The papyrus (sc)roll was in Egypt what the clay tablet was in Mesopotamia — the main material on which were written matters secular and sacred, mundane and magnificent, evanescent and everlasting. The papyrus reed continues to grow in the marshes of the Nile and is manufactured into sheets which are painted with ancient Egyptian scenes and sold in abundance to eager tourists. In Egypt's dry climate, papyrus, like the pyramids, seems to last forever. Scavenging the land for ancient papyrus engaged peasant, dealer, and scholar as vast amounts of material found their way into the leading museums and libraries of the Middle East, Europe, and the United States. Though the island of Elephantine, opposite Aswan (ancient Syene), did not yield the most numerous texts it did yield documents in no less than seven languages and scripts — hieratic, Aramaic, demotic, Greek, Latin, Coptic, and Arabic.

For almost 90 years (1815-1904) individual pieces from Elephantine made their way into the hands of travelers, collectors, dealers, scholars, and museums. Italy was in the forefront of this process through the vigorous activities of the legendary Giovanni Battista Belzoni and Bernardino Drovetti. In 1819 some Aramaic letters and a demotic letter acquired by Belzoni were presented to the Museo Civico di Padova¹ and in 1824 three hieratic pieces arrived in Turin as part of the Drovetti Collection.² Their find site is unknown but the first is a charge sheet against the Elephantine Khnum priests and the latter two belong to the Butehamun correspondence and were probably sent from Elephantine. A third letter belonging to that correspondence was bought in 1817 or 1818 by Frédéric Cailliaud for the Bibliothèque Nationale³ and in 1821 the library acquired a Greek conveyance document from a traveler named Casati.⁴ In 1828 the famous merchant and Swedish consul Giovanni Anastasi acquired, allegedly at Philae but presumably at Elephantine, on behalf of the Rijksmuseum van Oudheden in Leiden, a 5th century Greek petition to Emperor Theodosius.⁵ While these pieces became known, respectively, by the names of the acquiring

¹ E. Bresciani, *RSO* 35 (1960), 11-24 = Padua 1 (*TAD* A3.3 [B8] -3; E. Bresciani, *RSO* 37 (1962), 161-165 = *P. Padua* (C22).

² T.E. Peet, *JEA* 10 (1924), 116-127 = *P. Turin* 1887 (A5); J. Černý, *Late Ramesside Letters* (Brussels, 1939), 2-5, 7-8 = *P. Turin* 1972-1973 (A7-8).

³ J. Černý, *Late Ramesside Letters*, xv = *P. Bibliothèque Nationale* 196, III (A9).

⁴ *P. Paris* 17 (D14).

⁵ D. Feissel and K.A. Worp, *OMRO* 68 (1988), 97-108 = *P. Leiden* Z (D19).

museums or museum locations (*P. Turin*, *P. Bibliothèque Nationale*, *P. Paris*, *P. Leiden*), other pieces remained in the hands of private collectors and carried the names of their original owners. A Greek manumission document was acquired in 1819 by Sir Archibald Edmonstone and is still in the hands of a private collector.⁶ A Ramesside hieratic letter from the collection of the Duke of Valençay, now in the private collection of Jean Morel in the château of Fins, parish of Dun le Poëlier, Indre, France, may have been acquired originally by Count Eustache Tyszkiewicz in 1862-63.⁷ In January, 1881 Elkanah Armitage acquired a demotic papyrus on Elephantine which he presented to Aquila Dodgson.⁸ And so we have *P. Edmonstone*, *P. Valençay*, and *P. Dodgson*, even though the latter has long since passed into the hands of the Ashmolean Museum in Oxford.

The really big finds were made in the last decade of the 19th and first decade of the 20th century, both by purchase and excavation, and major collections of papyri and/or ostraca are now in Berlin, Brooklyn, Cairo, London, Munich, and Paris. Each acquisition is a story unto itself. In the case of Brooklyn, the first turned out to be last. For the period January 26-February 13, 1903 the American Egyptologist and collector Charles Edwin Wilbour wrote in his diary "all these pap. from Kom, shown me by three separate women at different times."⁹ These included a dozen Aramaic documents from the Anani archive,¹⁰ but Wilbour died in 1897 and they did not pass into the hands of the Brooklyn Museum until fifty years later when his daughter Theodora passed away, and were only published in 1953. Meanwhile, other papyri, Aramaic and Greek, continued to turn up on the antiquities market, at first singly, and then as whole archives. The German scholars Reitzenstein and Wilhelm Spiegelberg acquired the first identifiable Aramaic papyrus from Elephantine in 1898-99 and presented it to the (now-named) Bibliothèque Nationale et Universitaire of Strasbourg.¹¹ Shortly thereafter, in January, 1901 the English scholar Archibald Henry Sayce "rescued," as he put it, from the hands of *sebakh* diggers an Aramaic papyrus, broken in three parts, and three Aramaic ostraca¹² which he donated to the Bodleian Library in Oxford.¹³ He encouraged the Director General of the Antiquities Service, Gaston Maspero to excavate on the mound in search for more Aramaic texts and a brief dig was undertaken in the spring of 1904, resulting in the discovery of Greek and demotic fragments but no Aramaic material. At the same time, the British benefactors Lady William Cecil and Mr. (later Sir) Robert Mond acquired from a dealer in Aswan eleven Aramaic papyri from the Mibtahiah archive. Mond had intended to present them to the British Museum but was prevailed upon by Howard Carter, Inspector of Antiquities for Upper Egypt, to give them to the Egyptian

⁶ R.S. Bagnall and K.A. Worp, *BASP* 15 (1978), 235-236 = *P. Edmonstone* (D18).

⁷ M. Dewachter, "L'égypte dans les collections de l'Indre," *Carobrias* 4 (Chabris, 1981), 13, 20-21 = *P. Valençay* II (A6).

⁸ F. Ll. Griffith, *PSBA* 31 (1909), 100-101 = *P. Dodgson* (C26).

⁹ E.G. Kraeling, *The Brooklyn Museum Aramaic Papyri* (New Haven, 1953), 10

¹⁰ *TAD* B3.2-13 (B35-46).

¹¹ J. Euting, *MAI* Series 1, 11/2 (1903), 297-311 = *TAD* A4.5 (B17).

¹² *The Expositor* Series 8, 37/2, 97

¹³ A.E. Cowley, *PSBA* 25 (1903), 202-208 = *TAD* B4.2 (B48).

Museum in Cairo, which now has nine of these documents.¹⁴ The tenth was acquired by the Bodleian.¹⁵ Their publication in large format in 1906 by Sayce and Arthur Ernest Cowley¹⁶ caused a sensation and led to an intensive scholarly search for more Aramaic papyri. In this race the Germans were the big winners and the French came away with a consolation prize.

When one speaks of Elephantine papyri, one automatically thinks of the Staatliche (formerly Königlichen) Museen zu Berlin since it has the largest collection, with texts in all of the representative languages. Early, and even later, acquisitions were made through purchase. One was at Luxor through Abd el-Megid of a bilingual family archive which included three Greek legal texts¹⁷ and an important demotic matrimonial document. In 1896 three hieratic papyri of the Sixth Dynasty were likewise acquired at Luxor¹⁸ and the early 1930's saw the acquisition of a unique hieratic leather document.¹⁹ While Sayce had believed that the Cecil-Mond papyri were discovered at Assuan (as the name was then spelled), Otto Rubensohn of the Berlin Museum felt that they were found on the island. He won the confidence of the dealer and *sebakh* diggers and was led to the true find spot at the western edge of the mound.²⁰ Rubensohn quickly sought and received from Gaston Maspero excavation rights at the site. The Germans worked at Elephantine for three seasons, two under the direction of Rubensohn (January 30-March 3, 1906; December 10, 1906-February 22, 1907) and the third under Friedrich Zucker (October 18, 1907-January 2, 1908). On December 29, 1906, the French stepped in and were assigned by Maspero the eastern side of the mound. They conducted four campaigns, the first two under the direction of Charles Clermont-Ganneau (four months during the winter of 1906-1907 and five months during the winter of 1907-1908), the third under Joseph-Étienne Gautier (five months during the winter of 1908-1909), and the fourth under Jean Clédat (four months in the winter of 1910-1911). Both expeditions kept daily records and so for the first time there was a scholarly account of excavated Elephantine papyri. The German report was published by Wolfgang Müller in 1980-82.²¹ The French papers were deposited in the Académie des Inscriptions et Belles-Lettres of the Institut de France in Paris and only occasional selections have been published.²²

The daily logs of the German campaigns reported the discovery of papyri and ostraca, but made no exact record of their locus, so that, with only a few exceptions, it is not possible to say in what context any particular piece was found. To the credit of the German scholars is the alacrity with which they published the Aramaic, and

¹⁴ TAD B2.2-4, 6-11 (B24-26, 28-33).

¹⁵ TAD B2.1 (B23).

¹⁶ *Aramaic Papyri Discovered at Assuan* (London, 1906).

¹⁷ BGU VI 1247 = P. Berlin 11307 (D8), 1248 = 11306 (D9), 1249 = 11309 (D10).

¹⁸ *Hieratische Papyrus aus den Königlichen Museen zu Berlin 3* (Leipzig, 1911) = P. Berlin 8869 (A1), 9010, 10523.

¹⁹ A.H. Gardiner *apud* P.C. Smither, *JEA* 34 (1948), 31-34 = P. Berlin 10470 (A2).

²⁰ W. Honroth, O. Rubensohn, F. Zucker, *ZÄS* 46 (1909), 14.

²¹ *Forschungen und Berichte 20/21, 22* (Staatliche Museen zu Berlin, Berlin, 1980, 1982), 75-88, 7-50.

²² J.-B. Chabot, *Journal des Savants* (1944), 87-92, 136-142.

some of the Greek, papyri; but most of the demotic, hieratic, and Coptic texts still (1996) await publication. Demotic papyri were discovered on the very first day of work and then every day for more than a week thereafter. On February 12, 1906 they found in a 32 cm tall oval jar in a house on the southwestern edge of the mound five Greek rolls,²³ four of which were wrapped in a papyrus on which was written a drinking song;²⁴ a second find was made on February 18. The first Aramaic papyri were discovered on New Years day, 1907 in the rubble of a room at the northern edge of the mound, a half meter beneath the surface. Three pieces,²⁵ historically the most significant of all the Aramaic documents, were published the same year by Eduard Sachau.²⁶ In his final publication of 1911, with full commentary and life-size plates, he juxtaposed a fourth piece²⁷ that undoubtedly belonged to the same subject, but judging by its acquisition number (*P. Berlin* 13472) was not found together with the three original pieces (*P. Berlin* 13495-13497).²⁸ The latter were found adjacent to the spot where the earlier Mibtahiah family archive had been found, but where was the former found and why was it separated from its related documents? On almost every other day during the next two weeks of January, Rubensohn reported the discovery of Aramaic papyri in the same northern house complex, which he dubbed the "Aramaic quarter." But only once or twice, when the piece is distinctive, can we relate the journal entry to a published item. Thus on January 9 he discovered what turned out to be the only tied and sealed Aramaic document of the excavation, a loan contract²⁹ that we have associated with the Ananiah archive.³⁰ Altogether sixty-one inventoried papyri, several hundred fragments, numerous ostraca and jar inscriptions were uncovered in this second campaign. In 1907 nine Greek and demotic pieces, including two contained herein,³¹ were transferred to the Egyptian Museum in Cairo³² and on May 1, 1912 most of the Aramaic papyri and some of the ostraca and jar inscriptions, and a Greek fragment,³³ were transferred there and all were given new inventory numbers. Of the eighteen Aramaic pieces from the Rubensohn excavations included in this collection, eight and one-half are in Berlin³⁴ and nine and one-half are in Cairo.³⁵ Of the pieces translated herein, two of

²³ *P. Eleph.* 1-5 (D2-6).

²⁴ The four were *P. Eleph.* 1-4 (D2-5) and the wrapping was *BKT* V.2 62 (D1).

²⁵ *TAD* A4.7-9 (B19-21).

²⁶ *Drei aramäische Papyrusurkunden aus Elephantine* (second printing, Berlin, 1908).

²⁷ *TAD* A4.10 (B22).

²⁸ E. Sachau, *Aramäische Papyrus und Ostraka aus einer jüdischen Militär-Kolonie zu Elephantine* (Leipzig, 1911).

²⁹ *TAD* B3.1 (B34) = E. Sachau, *Aramäische Papyrus*, Pl. 28.

³⁰ *TAD* B3.1-13 (B34-46).

³¹ *P. Eleph.* 3 (= Cairo J. 39461 and SR2938), 4 (D5-4).

³² W. Müller, *Staatliche Museen zu Berlin: Forschungen und Berichte* 20/21 (Berlin, 1980), 79-80.

³³ Published by Sachau along with this letter were two small finger-nail size fragments, the "front" of one of which was believed to have Aramaic writing. Both the presence of Aramaic and the relation of the fragments to the larger piece are uncertain and the piece belongs with the Greek papyri. It appeared in *SB* I 5111, was reproduced by A.E. Cowley, *Aramaic Papyri*, No. 30 and bears the Cairo numbers SR3463 = J. 43500 (D7).

³⁴ *TAD* A3.10 (B12 [published in 1970]); 4.1 (B13), 4.4 (B16 [Cowley 56]), 4.6-7 (B18-19), 4.9 (B21); B5.1 (B47); 4.6 (B51); 7.3 (B52).

³⁵ *TAD* A3.8 (B9); 6.1-2 (B10-11); 4.2-4 (B14-16 [Cowley 34]), 4.8 (B20), 4.10 (B22); B5.5 (B49); 7.2 (B50).

the Coptic ostraca were known to have been found during the first Rubensohn campaign;³⁶ three Coptic ostraca,³⁷ at least fifteen of the demotic pieces,³⁸ and two Latin fragments³⁹ came from Rubensohn's second campaign; and two Greek papyri came from the Zucker campaign.⁴⁰ The discovery date of another ten demotic papyri,⁴¹ the hieratic medical papyrus,⁴² and eight Coptic ostraca⁴³ is uncertain.

Digging on the eastern side of the mound, the French discovered several hundred Aramaic, demotic, Greek, Coptic, and Arabic ostraca,⁴⁴ five Greek papyri of the Roman period now in the Académie des Inscriptions, and in 1907 a hieratic papyrus ("near the wall of the room of the rams and near the place where we found statues") of the Twentieth Dynasty accessioned by the Louvre in December, 1975. The ostraca are divided between the Egyptian Museum in Cairo and the Académie des Inscriptions et Belles-Lettres in Paris. Prior to the Clermont-Ganneau excavations a big collection of Greek and demotic papyri were acquired by Théodore Reinach in 1901/1902 and these are now in the Sorbonne. One is an IOU of a blacksmith from Syene.⁴⁵

The British Museum acquired Elephantine ostraca from the Rev. Greville Chester in the years 1875, 1876 (two Aramaic)⁴⁶ and after 1877 (Coptic).⁴⁷ Further accessions came with the discovery in 1898 by James Edward Quibell in the Memphis Ramesseum of the Middle Kingdom hieratic "Semna Despatches," one of which was sent from Elephantine.⁴⁸ While the representatives of the Königl. Museen in Berlin and the Académie des Inscriptions in Paris were hard at work *excavating* for papyri, the British and Bavarians *bought* between them thirty-two documents from the Byzantine Paternosters family archive.⁴⁹ More than half were acquired, apparently in Luxor, by Robert de Rustafjaell⁵⁰ for the British Museum in February 1907,⁵¹ while the other half was purchased in Cairo for the Bavarian Königl. Hof- und Staatsbibliothek in Munich at the end of 1908 by Friedrich Zucker, who had

³⁶ F. Hintze, *ZÄS* 104 (1977), 102, 108 = *KSB* I 028 (E7), I 034 (E14).

³⁷ F. Hintze, *ZÄS* 104 (1977), 101, 104, 107 = *KSB* I 027 (E9), I 029 (E13), I 033 (E16).

³⁸ *P. Berlin* 13540 (C1), 13572 (C2), 13539 (C3), 13568 (C5), 13579 (C10), 13543 (C11), 13538 (C16), 13544 (C17), 13547 (C18), 13587 (C19), 13584 (C25), 13554 (C31), 13534 (C34), 13582 (C35), 13541 (C36).

³⁹ *Ch.L.A.* XI 481-482 (G1-2).

⁴⁰ *P. Berlin* 21690 = *BGU XIV* 2378 (D12), *P. Berlin* 21738 = *BGU XIV* 2418 (D16).

⁴¹ *P. Berlin* 15520 (C6), 13619 (C7), 15516 (C8), 15519 (C9), 15521 (C14), 15527 (C15), 15523 (C23), 13616 (C24), 13614 (C27), 15774 (C37).

⁴² W. Westendorf, *Festschrift zum 150. Jährigen Bestehen des Berliner Ägyptischen Museums* (Berlin, 1974), 247-254 = *P. Berlin* 10456 (A10).

⁴³ *KSB* I 024-026 (E4-6), I 030-032 (E8, 11-12), I 035 (E10), I 235 (E15).

⁴⁴ R. Engelbach, *ASAE* 38 (1938), 47.

⁴⁵ *P. Rein* II 107 (D28).

⁴⁶ *CIS* II/1 138-139 (not published here).

⁴⁷ Information from M. Bierbriar of the Museum.

⁴⁸ *JEA* 31 (1945), 3-10 = *P. BM* 10752, rt. 4 (A3).

⁴⁹ *D20-27, 29-52*.

⁵⁰ *The Light of Egypt* (London, 1909), 3-4.

⁵¹ *P. London* V 1720-1737 plus many fragments (D20, 22-27, 30, 32-42, 44, 49-52).

excavated at Elephantine earlier that year.⁵² As it turned out, the number of texts was less than the sum of its parts, since several documents had come apart and half or so of a papyrus went to London, while the other part ended up in Munich.⁵³ Rustafjaell also acquired Coptic papyri at the same time and these are now in the British Library.⁵⁴

Besides the major Elephantine collections in Berlin, Brooklyn, Cairo, and Paris, individual pieces were acquired by almost a dozen museums and libraries stretching from Moscow to Chicago. In 1909 the Pushkin Museum in *Moscow* acquired a demotic papyrus as part of the collection of the Egyptologist Vladimir S. Golenischeff.⁵⁵ The Papyrussammlung der Österreichischen Nationalbibliothek in *Vienna* acquired, probably from Jakob Krall in 1899, four demotic pieces, two of which are reproduced here.⁵⁶ A batch of Arabic papyri were acquired by the Staats- und Universitätsbibliothek of *Hamburg* in 1910/1911 and one is published here.⁵⁷ One of the Greek papyri in the Bibliothèque Nationale et Universitaire de *Strasbourg* was written in Syene.⁵⁸ In 1920 James Henry Breasted purchased from Mohareb Todrous at Luxor for the Oriental Institute of the University of *Chicago* an Arabic reddish brown leather (parchment).⁵⁹ In January, 1927 Spiegelberg acquired for the Staatliche Sammlung Ägyptischer Kunst in *Munich* a demotic papyrus which became known by the name of the benefactor Dr. James Loeb.⁶⁰ The *Bristol* Museum and Art Gallery acquired a Coptic ostrakon from F.F. Tuckett in 1930.⁶¹ In Oxford an Aramaic papyrus from the Cecil-Mond acquisition was deposited in the *Bodleian* Library⁶² while Sayce gave it a Coptic ostrakon in 1914;⁶³ the demotic *P. Dodgson* was presented to the *Ashmolean* Museum in 1932 by the children of the owner.⁶⁴ In November, 1945 Sami Gabr discovered in Tuna el-Gebel (Hermopolis West) eight Aramaic letters which were deposited in the Department of Archaeology of the

⁵² *Byzantinische Papyri in der K. Hof- und Staatsbibliothek zu München* (Leipzig, 1914; 2nd edition by Dieter Hagedorn. Stuttgart, 1986.) = *P. Münch* 1-16 (D20-21, 23, 29, 31, 33-36, 40, 43, 45-48).

⁵³ *P. Münch* 15+P. *Lond.* V 1855 (D20), *P. Münch* 8+P. *Lond.* V 1857 (D23), *P. Münch* 3+P. *Lond.* V 1725 (D32), *P. Münch* 4/5+P. *Lond.* V 1726 (D34), *P. Münch* 6+P. *Lond.* V 1849 (D35), *P. Münch* 7+P. *Lond.* V 1860 (D36), *P. Münch* 9+P. *Lond.* V 1734 (protocol) (D41).

⁵⁴ British Library *Or.* 6943(2-5) (E1), 6943(12) (E2), 6943(1) (E3). See S.J. Clackson, *BASP* 32 (1995), 97.

⁵⁵ M. Malinine, *RdÉ* 26 (1974), 34-51 = *P. Moscow* 135 (C30).

⁵⁶ H. Loebenstein in *Festschrift zum 100-jährigen Bestehen der Papyrussammlung der ÖNB PAPYRUS ERZ-HERZOG RAINER* (Vienna, 1983), 15-16 = *P. Wien* D 10150-10151 (C28-29). Reference supplied by Hermann Harrauer.

⁵⁷ A. Dietrich, *Arabische Papyri aus der Hamburger Staats- und Universitäts-Bibliothek* (Leipzig, 1937 [Abhandlungen für die Kunde des Morgenlandes XXII/3]), No.14 = *P. Hamburg* A.P. 5 (F1).

⁵⁸ *Griechische Papyrus der kaiserlichen Universitäts- und Landesbibliothek zu Strassburg* (Leipzig, 1912), 220-224 = *P. Stras.* 179 (D11).

⁵⁹ N. Abbot, *ZDMG* 95 (1941), 59-81 = *P. Or. Inst.* 10552 r (F2).

⁶⁰ W. Spiegelberg, *Drei demotische Schreiben aus der Korrespondenz des Pherendates* (Berlin, 1928), 3, 13-20 = *P. Loeb* 1 (C4).

⁶¹ *VC* 19 (E19).

⁶² *TAD* B2.1 (B23).

⁶³ *ST* 91 (E17).

⁶⁴ F. de Cenival, *RdÉ* 38 (1987), 3 = *P. Ashmolean Museum Oxford* 1932-1159 (C26); communication of Helen Whitehouse (1 March, 1996).

University of *Cairo*.⁶⁵ In March/April, 1926 Bernard P. Grenfell and Francis W. Kelsey acquired seventy-seven Greek papyri, including one from Elephantine,⁶⁶ for the University of *Wisconsin*, Madison.

Publication

Altogether there are 175 documents in this collection — 10 hieratic, 52 Aramaic, 37 demotic, 52 Greek, 20 Coptic, 2 Arabic, and 2 Latin. Many pieces appear here for the first time in English translation and substantive commentary. Different disciplines have different traditions of publication and not all the texts received equal treatment by their initial editors, nor were they all published with due dispatch. The enthusiasm generated by the discoveries and acquisitions of 1906-1908 created a momentum that led to early, and even immediate, publication. The first two Greek "Finds," the Aramaic texts, the Byzantine Paternosters archive, and a dozen or so demotic documents fared best. Texts acquired individually, particularly those bought in the early part of the 19th century when their various scripts or contents were not adequately understood, either received inadequate transcription or lay around for decades before being published. Such a fate also befell the Berlin demotic papyri.

All the Aramaic documents were published with translation and substantial commentary. Julius Euting published the Strasbourg Aramaic papyrus three/four years after its discovery (1898-1899, 1903); Eduard Sachau published all the Rubensohn Aramaic finds four years after their discovery (1907, 1911); Emil G. Kraeling published the Brooklyn Museum papyri six years after they reached him, but sixty years after their discovery (1893, 1947, 1953); Edda Bresciani published the Padua letters some 145 years after their discovery (1815-19, 1960); and Bresciani and Murad Kamil published the Hermopolis letters twenty-one years after their discovery (1945, 1966). In 1923 Arthur Ernest Cowley brought together all the then known Aramaic papyri (eighty-seven items in all) in a single volume with English translation and brief commentary.⁶⁷ For thirty years, until the publication of the Brooklyn documents, Cowley was synonymous with Aramaic papyri. Since 1986 a new edition of these documents, with handcopy made at source and English and Hebrew translation, is being produced by Bezalel Porten and Ada Yardeni.⁶⁸ All Aramaic texts herein are cited according to this edition. Fragmentary texts, lists, accounts, literary, and historical texts have not been included.

The first demotic papyrus in this collection to be published was P. Dodgson, by Eugene Revillout in 1883 and Francis Llewellyn Griffith in 1909.⁶⁹ In the course of

⁶⁵ *Atti della Accademia Nazionale dei Lincei. Memorie. Classe di Scienze morali, storiche e filologiche* VIII/XII (Rome, 1966), 361-428 = TAD A2.1-7 (B1-7).

⁶⁶ P.J. Sijpesteijn, *The Wisconsin Papyri I* (Leiden, 1967) = P. Wisc. 114 (D13).

⁶⁷ *Aramaic Papyri of the Fifth Century B.C.* (Oxford, 1923).

⁶⁸ *Textbook of Aramaic Documents from Ancient Egypt Newly Copied, Edited and Translated into Hebrew and English* (Department of the History of the Jewish People, Hebrew University, Jerusalem, 1986, 1989, 1993), I (= TAD A), II (= TAD B), III (= TAD C).

⁶⁹ E. Revillout, *TSBA* 8 (1883), 1ff; F. Ll. Griffith, *PSBA* 31 (1909), 100-109, 289-291.

fifty years only some twenty demotic papyri from the Berlin excavations were published, by Wilhelm Spiegelberg and Wolja Erichsen. The former edited, with translation and commentary, thirteen Rubensohn papyri a year or two after their discovery (1906/1907, 1908)⁷⁰ and three more Berlin papyri as well as *P. Loeb* twenty years later (1926, 1928). Erichsen published six Berlin papyri in the years 1939, 1941, 1950, 1955, and 1957.⁷¹ But the person who was to be for the Elephantine demotic papyri what Cowley had been for the Aramaic papyri was Karl-Theodor Zauzich. In 1971 he issued a catalogue itemizing 333 Berlin demotic papyri,⁷² twenty of which he subsequently published with translation and brief commentary in 1978⁷³ and another twenty-nine in 1993.⁷⁴ The four non-Berlin pieces were published in the dozen years between 1962 and 1974, many decades after their original discovery — the Padua papyrus by Edda Bresciani (1819, 1962),⁷⁵ the two Vienna papyri by Erichsen and Erich Lüddeckens (1899, 1963 and 1965),⁷⁶ and the Moscow papyrus by Michel Malinine (1909, 1974).⁷⁷ Our collection includes two of Spiegelberg's early texts (the rest did not derive from Elephantine), the eight subsequently published by Spiegelberg and Erichsen, the twenty in Zauzich's first publication, and the six held by libraries and museums other than Berlin. With the exception of *P. Dodgson*, all of these thirty-seven texts appear here for the first time in English translation, with original commentary.

As indicated, most of the texts that emerged during the fecund years 1906-1908 received early publication — the first two major finds of Greek papyri by Rubensohn a year after their discovery, with introduction and commentary, but no translation (1906-1907);⁷⁸ the Munich half of the Paternouthis archive by August Heisenberg and Leopold Wenger six years after its acquisition, with translation and full commentary (1908, 1914);⁷⁹ the British Museum half by Harold Idris Bell ten years after its acquisition, with textual notes and no translation (1907, 1917).⁸⁰ A Rubensohn fragment was published by Sachau in 1911 and then by Friedrich Preisigke in 1915.⁸¹ The three Abd el-Megid texts from Berlin were published in 1922 by W. Schubart and E. Kühn⁸² and two from the 1907-1908 Zucker campaign were not published until 1980, by William Brashear.⁸³ The other eight papyri are distributed

⁷⁰ *Demotische Papyrus von der Insel Elephantine I* (Leipzig, 1908).

⁷¹ For easy reference to all these publications see K.-Th. Zauzich, *Demotische Papyri aus den Staatliche Museen zu Berlin* (Berlin, 1978), I, page ix (= *DPI I*).

⁷² E. Lüddeckens and K.-Th. Zauzich, *Ägyptische Handschriften* (Wiesbaden, 1971).

⁷³ *DPI I*.

⁷⁴ *DPI III*.

⁷⁵ *RSO* 37 (1962), 161-165 (*C22*).

⁷⁶ (*C28-29*).

⁷⁷ *RdÉ* 26 (1974), 34-51 = *P. Moscow* 135 (*C30*).

⁷⁸ *Elephantine-Papyri* (Berlin, 1907) = *P. Eleph.* 1-5 (*D2-6*).

⁷⁹ *Byzantinische Papyriin der K. Hof- und Staatsbibliothek zu München* (Leipzig, 1914; 2nd edition by Dieter Hagedorn, Stuttgart, 1986.) = *P. Münch* 1-16 (*D20-21, 23, 29, 31, 33-36, 40, 43, 45-48*).

⁸⁰ *Greek Papyri in the British Museum, Catalogue, with Texts V* (London, 1917) = *P. London V* 1720-1737 plus many fragments (*D20, 22-27, 30, 32-42, 44, 49-52*).

⁸¹ *SB* I 5111 (*D7*).

⁸² *BGU VI* 1247 = *P. Berlin* 11307 (*D8*), 1248 = 11306 (*D9*), 1249 = 11309 (*D10*).

⁸³ *P. Berlin* 21690 = *BGU XIV* 2378 (*D11*), *P. Berlin* 21738 = *BGU XIV* 2418 (*D16*).

among four cities and were published one by one, some shortly after their discovery and others years later and often reedited — the Strasbourg papyrus by Preisigke, with commentary but no translation; ([discovery date unknown]1912);⁸⁴ five in Paris, two of the Clermont-Ganneau papyri at the Académie des Inscriptions by A. Bataille (1907-1908, 1950-51 [commentary and translation]),⁸⁵ one from the Reinach collection in the Sorbonne by P. Collart (1901/1902, 1940 [brief commentary and translation]),⁸⁶ one in the Bibliothèque Nationale, first by M. Saint-Martin a year after its acquisition (1821-1822) and then again over forty years later by Jean Antoine Letronne and others (1865),⁸⁷ and *P. Edmonstone* in a lithographic facsimile by Thomas Young (1819, 1828) and restudied from a new photograph by Roger S. Bagnall and Klaas A. Worp (1978);⁸⁸ the Wisconsin papyrus by P.J. Sijpesteijn (1926, 1967 [commentary and translation]);⁸⁹ and the Leiden papyrus (bought 1828) by a series of scholars (1828; 1850-51, 1885, 1888, 1901), culminating in the detailed study by D. Feissel and K.A. Worp (1988).⁹⁰

The hieratic papyri waited longest for their publication. It took 100-115 years for the Turin pieces from the Drovetti Collection to be properly published — one by Thomas Eric Peet⁹¹ and two by Jaroslav Černý (1824, 1924, 1939).⁹² *P. Valençay* was published almost ninety years after its initial acquisition, by Sir Alan Gardiner (1862-63, 1951).⁹³ The Butehamun letters were published almost eighty years after their acquisition, by Spiegelberg (1817-18, 1895).⁹⁴ The Clermont-Ganneau papyrus did not appear until seventy years after its discovery (1907, 1978), when it was published by Paule Posener-Kriéger,⁹⁵ and the Berlin medical papyrus fragment waited more than sixty-five years for its publication by Wolfhart Westendorff (1906-1908, 1974).⁹⁶ Three pieces that had long lain idle were published by Paul C. Smither one right after the other, two posthumously — the Middle Kingdom "Semna Despatches" almost fifty years after their discovery (1898, 1945);⁹⁷ a Berlin letter, initially transcribed by Georg C.J. Möller, forty-six years after purchase (1896; 1911,

⁸⁴ *Griechische Papyrus der kaiserlichen Universitäts- und Landesbibliothek zu Strassburg* (Leipzig, 1912), 220-224 = *P. Stras.* 179 (D11).

⁸⁵ A. Bataille, *JJP* 4 (1950), 327-339 = *SB* VI 9227+9228 (D15); *idem*, *Aegyptus* 31 (1951) = *SB* VI 9230 (D17).

⁸⁶ *BIFAO* 39 (1940) = *P. Rein.* II 107 (D28).

⁸⁷ *Notices et textes des papyrus du Musée du Louvre et de la Bibliothèque Impériale* (Paris, 1865) = *P. Paris* 17 (D14).

⁸⁸ *Hieroglyphics: Collected by the Egyptian Society* II (London, 1828), Pl. 46; *BASP* 15 (1978), 235-236 (D18).

⁸⁹ P.J. Sijpesteijn, *The Wisconsin Papyri I* (Leiden, 1967) = *P. Wisc.* I 14 (D13).

⁹⁰ D. Feissel and K.A. Worp, *OMRO* 68 (1988), 97-108 = *P. Leiden Z* (D19).

⁹¹ *JEA* 10 (1924), 116-127 = *P. Turin* 1887 (A5).

⁹² *Late Ramesside Letters*, 2-5, 7-8 = *P. Turin* 1972-1973 (A7-8).

⁹³ *RdÉ* 6 (1951), 115-124 (A6).

⁹⁴ *Correspondences du temps des rois-prêtres* in *Notices et extraits des manuscrits de la Bibliothèque Nationale* 34/2 (Paris, 1895), 52-53 = *P. Bibliothèque Nationale* 196, III (A9).

⁹⁵ *JEA* 64 (1978), 84-87 = *P. Louvre E.* 27151 (A4).

⁹⁶ In *Festschrift zum 150 jährigen Bestehen des Berliner Ägyptischen Museums* (Berlin, 1974), 247-254 = *P. Berlin* 10456 (A10).

⁹⁷ *JEA* 31 (1945), 3-10 = *P. BM* 10752, rt. 4 (A3).

1942);⁹⁸ and a Berlin leather piece less than twenty years after acquisition (early 1930's, 1948).⁹⁹ Some forty Elephantine hieratic pieces in the Berlin Museum have been catalogued and still await publication.¹⁰⁰

The Coptic, Arabic, and Latin texts had a mixed fate. A Coptic ostrakon given the British Museum after 1877 was published by Henry Reginald Holland Hall in 1905¹⁰¹ while one of the ostraca discovered by Clermont-Ganneau and Clédat was published thirty years later by Reginald Engelbach in 1938.¹⁰² Two of three papyrus fragments acquired by Rustafjaell were published fourteen years later by Walter Ewing Crum in transcription but not until almost ninety years after their acquisition with translation and commentary by Sarah Clackson, who added a third piece (1907, 1921, 1995).¹⁰³ It took some seventy years until Fritz Hintze published but thirteen of the sixty-some ostraca unearthed by the Germans (1907-1908, 1977).¹⁰⁴ A piece bequeathed the Bristol Museum in 1930 was published by Crum in 1939.¹⁰⁵ Both the British and Bristol Museum pieces are translated here for the first time. The two Arabic pieces, the one in Chicago and the other in Hamburg, were published, respectively, twenty-one (1920, 1941)¹⁰⁶ and twenty-six/twenty-seven years (1910/-1911, 1937)¹⁰⁷ later. The two Latin fragments discovered by Rubensohn were published seventy-two years later (1907, 1979).¹⁰⁸

Continuity and Change

These hundreds of papyri were disinterred singly and in groups over a period of a century and a quarter. As the mode of their burial was unknown, so the site of their disinterment remains a mystery. All we know is that they lay in close proximity to each other in the ground, both laterally and horizontally. Brought once more to light, many remained together in museum and library storerooms. But in publication they went their separate ways. With notable exceptions, they became disassociated from Elephantine and aligned with their respective language groups. Only the Aramaic papyri remained firmly associated with their place of origin. The time has come to

⁹⁸ G. Möller, *Hieratische Papyrus aus den Königlichen Museen zu Berlin* III (Leipzig, 1911), Pls. II-III = *P. Berlin* 8869; P.C. Smither, *JEA* 28 (1942), 16-19 (A1).

⁹⁹ *JEA* 34 (1948), 31-34 = *P. Berlin* 10470 (A2).

¹⁰⁰ G. Burkard and H.-W. Fischer-Elfert, *Ägyptische Handschriften*, Teil 4 (Stuttgart, 1994), *passim*.

¹⁰¹ *Coptic and Greek Texts of the Christian Period from Ostraca, Stelae etc. in the British Museum* (London, 1905), Pl. 88, No. 5 = *British Museum* EA inv. no. 14173 (E20).

¹⁰² R. Engelbach, *ASAE* 38 (1938), 47-51 (E18).

¹⁰³ W.E. Crum, *Short Texts from Coptic Ostraca and Papyri* (Oxford, 1921); S. Clackson, *BASP* 32 (1995), 97-116 = *ST* 181 (E1), 96 (E3), *Br. Library Or.* 6943(12) (E2).

¹⁰⁴ *ZÄS* 104 (1977), 97-112 = *KSB* I 024-034, 235 (E4-16); a catalogue of all the Berlin Coptic ostraca was prepared by W. Beltz, *AfP* 27 (1980), 141-163.

¹⁰⁵ *Varia Coptica* (Aberdeen, 1939), No. 19 = *Bristol Museum and Art Gallery* inv. H4124 (E19).

¹⁰⁶ N. Abbott, *ZDMG* 95 (1941), 59-77 = *P. Or. Inst.* r 10552 (F2).

¹⁰⁷ A. Dietrich: *Arabische Papyri aus der Hamburger Staats- und Universitäts-Bibliothek* (Leipzig, 1937 [Abhandlungen für die Kunde des Morgenlandes XXII/3]), No. 14 = *P. Hamburg* A.P. 5 (F1).

¹⁰⁸ *Ch.L.A.* XI 481-482 (G1-2).

restore the other papyri to their roots, to bring the specialists together, and break down the linguistic barriers.

It is the hallmark of the specialist to have but passing knowledge of matters beyond his field of specialization. Such confinement is not always a matter of narrow-mindedness but of necessity born of abundance. There is just too much to learn and too little time to do it. Better to know a lot about a little than a little about a lot. Yet the tension is polar. The more we know about our surroundings the better we understand ourselves. Cultural surroundings are both lateral and horizontal, diachronic and synchronic, where we came from and where we're heading. Ancient Elephantine and Syene provide a rare opportunity to trace through papyri the evolution of a society for nigh unto three thousand years from the Pharaonic Sixth Dynasty down through the fourth century of Islam. To be sure, events proceed along a time line but in the land where permanence overrides change, the later is often but a replay of the earlier. As we move back and forth along this time line we are struck more by the recurrent than the unique.

The Papyrus

The clearest example of continuity is the manner in which the scribes wrote their documents. The scroll that had originally been written in columns along the horizontal fibers was now "rotated through ninety degrees," i.e. a *transversa charta*, to give rise to a "rotulus" whose recto was written across, i.e. perpendicular to, the vertical fibers and whose verso was written along, that is parallel to, the horizontal fibers.¹⁰⁹ This mode of writing characterized the four hieratic letters of the Twentieth Dynasty;¹¹⁰ almost all the Aramaic letters and contracts; three demotic letters from the Persian period, one from the early Roman period, and a Ptolemaic double document;¹¹¹ eleven Greek documents from 310 BCE to after 160 CE;¹¹² most of the Byzantine Paternouthis documents (493-613 CE); and one Coptic debt settlement.¹¹³ For the most part, it was typology of piece that determined which documents were written parallel to the fibers: petitions, sometimes written in columns — two Aramaic documents,¹¹⁴ a Greek document of 137 BCE, and one of 425-450 CE;¹¹⁵ an Aramaic memorandum and oath text;¹¹⁶ some Aramaic¹¹⁷ and all Byzantine deeds of

¹⁰⁹ J. Černý, *Paper and Books in Ancient Egypt* (London, 1952), 21-22; E. Turner, *The Terms Recto and Verso: The Anatomy of the Papyrus Roll* (Papyrologica Bruxellensi, 16. Actes du XV^e Congrès International de Papyrologie. Brussels, 1978), 26-33.

¹¹⁰ *P. Valençay* 1 (A6); *P. Turin* 1972-1973 (A7-8); *P. Bibliothèque Nationale* 196, III (A9).

¹¹¹ *P. Berlin* 13540 (C1), 13539 (C3); *P. Loeb* 1 (C4); *P. Berlin* 15518 (C23); *P. Berlin* 13535+23677 (C32).

¹¹² *P. Eleph.* 1-5 (D2-6); *SB* I 5111 (D7); *BGU* VI 1248 (D9); *P. Stras.* 179 (D11); *BGU* XIV 2378 (D12); *P. Wisc.* 1 14 (D13); *SB* VI 19230 (D17).

¹¹³ *ST* 96 (E3).

¹¹⁴ *TAD* A4.5 (B17 [2 columns]), 4.10 (B22).

¹¹⁵ *BGU* VII 1247 (D8); *P. Leid. Z.* (D19 [2 columns]).

¹¹⁶ *TAD* A4.9 (B21); B7.3 (B52).

¹¹⁷ *TAD* B7.2 (B51); 4.6 (B51).

obligation.¹¹⁸ The usual height/width of the scrolls from which these pieces were cut varied with the period. The normal height of the papyrus roll in the New Kingdom (and earlier) was ca. 42 cm.¹¹⁹ One of our early hieratic texts was 41 cm¹²⁰ while all the others were 18-22 cm, that is the size of a half scroll. The four earliest Greek papyri were also written on sheets from large scrolls of 35-42 cm.¹²¹ During the Persian period demotic and some Aramaic letters measured 27-28 cm¹²² but most of the Aramaic letters and contracts were written on sheets averaging 32 cm. This was the average of the Byzantine Patermouthis documents as well. The demotic contracts, with one exception, and the Ptolemaic demotic letters followed a different tradition. Both were written parallel to the fibers, the letters on thin strips averaging 6-8 cm width from rolls of 32-38 cm height and the contracts in a single column on sheets that varied between 26 cm¹²³ and 220 cm¹²⁴ wide, with a variety of heights as well. The exception is a double document.¹²⁵ Written perpendicular to the fibers like the four early Greek double documents, it came from a scroll of 22 cm, i.e. about half the size of those Greek documents.

Away from Home — Wisdom and Encouragement

Our collection opens with a single Old Kingdom letter written by a court nobleman to the Troop Commander (*imy-rꜥ mšꜥ*). This title recurs in the Aramaic papyri of the fifth century BCE (רַב חַיִל)¹²⁶ and, with variation, in the Ptolemaic demotic papyri (*hry-mšꜥ*).¹²⁷ Elephantine/Syene thus appear throughout as military garrisons. A sapiential sheen shines through the Old Kingdom writer's censorious remarks about the machinations of a local rival — "Better is it ... to love the justified than the continually crooked."¹²⁸ Nuggets of wisdom are also to be found in a stylish Ptolemaic letter — "He says things with his mouth which are not in his heart ... there is no man except a man with his brother."¹²⁹ It is the soldiers of these border fortresses who figure prominently in the Jewish Aramaic and Christian Byzantine papyri and virtually the only literary composition to turn up among the Aramaic documents was the wisdom piece, *The Words of Ahiqar*.¹³⁰

Border problems recurred continuously — in the Old Kingdom letter, in a collection of Middle Kingdom military despatches, in an Achaemenid demotic letter,

¹¹⁸ *P. Lond.* V.1720 (D24), 1719 (D26), 1721 (D27); *P. Rein.* II 107 (D28); *P. Lond.* V.1723 (D30); *P. Münch.* 3 (D33), 10 (D43); *P. Lond.* V.1736 (D51), 1737 (D52).

¹¹⁹ J. Černý, *JEA* 31 (1945), 30, n. 5.

¹²⁰ *P. Turin* 1887 (A5).

¹²¹ *P. Eleph.* 1-4 (D2-5).

¹²² *TAD* A4.1 (B13); *P. Berlin* 13540 (C1), 13572 (C2), 13539 (C3); *P. Loeb* 1 (C4).

¹²³ *P. Berlin* 13534 (C34).

¹²⁴ *P. Moscow* 135 (C30).

¹²⁵ *P. Berlin* 13535 + 23677 (C32).

¹²⁶ *TAD* A4.3:3 (B15), 4.7:7 (B19), 4.8:6 (B20); B2.9:5 (B31), 2.10:2, 4 (B32), 3.9:2-3 (B42).

¹²⁷ *P. Berlin* 13538.16 (C16).

¹²⁸ *P. Berlin* 8869 (A1).

¹²⁹ *P. Berlin* 13544.15-17, 26-27 (C17).

¹³⁰ Not included in this collection.

in a fragmentary Ptolemaic letter, and in a Byzantine petition. A request by a few starving Nubians to enter into Pharaoh's service was denied;¹³¹ a complaint addressed to the Persian governor of Tshetres ("The Southern Land") asserted that lax transportation procedures enabled brigands to make off with grain;¹³² an official reported to Ptolemy the defensive measures he was taking against an Ethiopian siege;¹³³ and bishop Appion complained to emperors Theodosius and Valentinianus of the failure of the army to protect church property from the incursions of the Blemmyes and Nobadae.¹³⁴ The Aramaic Makkibanit letters between soldiers on duty in Memphis and their families in Luxor and Syene echo the hieratic correspondence from the reign of Ramesses XI at the end of the Twentieth Dynasty between Thutmose (and a companion), writing from Elephantine and on campaign in Nubia, to his son Butehamun in Thebes; and these in turn are echoed by a second century Roman period letter. In a smooth blend of public matters and private affairs the New Kingdom correspondents urged and lamented: "give your attention to the small children ... do not be anxious about me ... give your attention to the men of the army;¹³⁵ [write] me about your condition, whether good or bad ... [I do not] sleep either night or day, my heart longing for you;¹³⁶ you shall look after the children; do not do wrong to them."¹³⁷ Six centuries later, Makkibanit and Nabusha wrote to their family in Upper Egypt: "do not be concerned about us ... we are concerned about you;¹³⁸ and what is this that a letter you have not dispatched to me?!"¹³⁹ I am relying upon you; do look after those children."¹⁴⁰ Seven centuries latter, a man wrote to his brother in a Greek letter, "All in the family and those with us are faring well. Watch over (5 named persons) and all the rest."¹⁴¹ Leaving home on military duty created anxieties in all ages. Those away from home prayed for safe reunion and called upon their correspondents to do likewise. "I blessed you by Ptaḥ that he may let me behold your face in peace," wrote the Aramean soldier stationed in Memphis to his family in Syene.¹⁴² A father on campaign in Nubia in the late New Kingdom wrote to his son back in Thebes, "Please tell Amun (and) the gods of the Temple to bring me back alive from the war also."¹⁴³ The second century CE correspondent preferred self-help to prayer — "You would most of all bestow (a favor on us) by taking care of your life in order that we may embrace a healthy you."¹⁴⁴ As the Aramean Makkibanit reiterated the assurance "do not be concerned" so the Ptolemaic Khnum devotee Pau-

¹³¹ *P. British Museum* 10752, r. col. 4 (A3).

¹³² *P. Loeb* 1 (C4).

¹³³ *SB I 5111* (D7).

¹³⁴ *P. Leid. Z* (D19).

¹³⁵ *P. Turin* 1972 (A7).

¹³⁶ *P. Turin* 1973 (A8).

¹³⁷ *P. Bibliothèque Nationale* 196, III (A9).

¹³⁸ *TAD A2.1:7-8* (B1).

¹³⁹ *TAD A2.5:7-8* (B5).

¹⁴⁰ *TAD A2.7:2-3* (B7).

¹⁴¹ *BGU XIV* 2418.14-19 (D16).

¹⁴² See on *TAD A2.1:2* (B1).

¹⁴³ *P. Turin* 1972.17-18 (A7).

¹⁴⁴ *BGU XIV* 2418.11-13 (D16).

djaemtoues repeatedly cautioned against the heart being "bitter."¹⁴⁵ In the second half of the 3rd century CE Ktesia availed herself of a discarded Latin list of soldiers to write on the back a Greek letter to her husband at home in Elephantine, mentioning the children, registering requests, and concluding with "I pray for your good health."¹⁴⁶

Boats and Boatmen

The natural means of transportation of people and cargo to and from Elephantine/Syene was by Nile boat¹⁴⁷ and boatmen figure prominently throughout our documents. The skilled pilot who navigated the rapids of the cataract region was called "boatman of the (rough) waters" (מִיָּא קִשְׁיָא) in Aramaic¹⁴⁸ and "boatman of the bad water" (*mw byn*) in demotic.¹⁴⁹ Of the eight demotic contracts in our collection, one (concerning matrimonial property) was drawn up in 537 BCE by the cataract boatman Hapertais. Other titles encountered were "boat's captain" (Egyptian *hry wsh*),¹⁵⁰ "boatman" (Aramaic מִלֵּחַ), "boatman (ναύτης) of Syene"¹⁵¹ or "boatman (νεφ, *nef*) of Elephantine"¹⁵² In the Persian period, these boatmen lived among the Jews and near the Jewish Temple.¹⁵³ Both then and later, the "trade," as it was called in the Byzantine documents, was passed on from father to son and its members intermarried and did business with each other. In the 470's to 450's BCE the occupation passed from Peftuauneit to Espemet; in the 570's CE from Dios to Iakobos¹⁵⁴ and from Iakobos to Ioannes in the 580's.¹⁵⁵ Ioannes' sister Kako was married to the "boatman of Syene" Patermouthis,¹⁵⁶ who had purchased a half-share of a boat from his father-in-law and in a suit over the inheritance had to yield a quarter-share to his brother-in-law Ioannes.¹⁵⁷ In a subsequent dispute between the brothers-in-law Ioannes acted through the boatman Psere, who served as his guarantor.¹⁵⁸ Still called "boatman," both Ioannes and Patermouthis became soldiers in the regiment of Elephantine¹⁵⁹ and possessed considerable property which was bought, sold, inherited, disputed, and recorded in the documents that constituted the

¹⁴⁵ P. Berlin 13619.11-12 (C7), 15516.x+4-5, 19-20 (C8), 15519.3-4 (C9).

¹⁴⁶ Ch.L.A XI 481 (G1)

¹⁴⁷ P. Turin 1972.5 (A7).

¹⁴⁸ TAD B 2.2:10-11 (B24), 2.3:7-8 (B25); 3.12:20 (B44).

¹⁴⁹ P. Berlin 13614.1 (C27).

¹⁵⁰ P. Turin 1887 vs.1.9 (A5).

¹⁵¹ P. Lond. V 1735.7 (D33), etc.

¹⁵² Cairo Egyptian Museum J. 68678.1 (E18).

¹⁵³ Peftuauneit and his son Espemet were neighbors of Mahseiah son of Jedaniah (TAD B 2.2:10-11 [B24], 2.3:7-8 [B25]) and the brothers Pahe/Pakhoi and Pameṭ sons of (the woman?) Tawe were neighbors of Ananiah son of Azariah (3.12:20 [B44]).

¹⁵⁴ P. Münch. 1. 11-13 (D29).

¹⁵⁵ P. Lond. V 1725.7 (D33).

¹⁵⁶ P. Lond. V 1727.4-5 (D38), etc.

¹⁵⁷ P. Münch. 7.32-35 (D36).

¹⁵⁸ P. Münch. 14.9-10, 99-100 (D48).

¹⁵⁹ P. Lond. 1730.4-5 (D41); P. Münch. 10.6-7 (D43).

Patermouthis archive.¹⁶⁰ One document in that archive shows that selling a sizable boat was like selling a house, and the price was much the same.¹⁶¹ The archive concludes with two documents showing that the aged Patermouthis had taken loans from the boatman Ioannes son of Pituron.¹⁶²

Government and temple were also involved in the shipping business. The government both owned boats and taxed transport. During the Achaemenid period there were boats in the hands of Persians — Mithradates the “boatholder” (נופתא)¹⁶³ and Armantidata the boat’s “master” (מריה), the latter sharing ownership with Spentadata.¹⁶⁴ The actual running of the boats was carried out by Egyptians — Psamsineit in the first instance and Ḥori and Peṭemachis in the latter. The repair of such a government boat was an involved bureaucratic procedure that entailed correspondence back and forth with the satrap Arsames. The boat-transport tax was a staple source of revenue and in a Coptic ostrakon, Makarios acknowledged that he owed the *praepositus* eight carats for this tax, called *naulon*, and for the *diplon*.¹⁶⁵ One of Egypt’s well-known scandals involved a skipper in the employ of the temple of Khnum during the days of Ramesses III-V (ca. 1150 BCE). Formerly a merchant and superintendent of the carriers of gold, Khnumnakht was charged with transporting grain from holdings in the north to the Elephantine temple. While doing so, he was accused of conniving with the scribes, inspectors and cultivators of the House of Khnum to embezzle annually for a dozen years large quantities of grain and of committing other felonious acts.¹⁶⁶

Authority Comes from Above

Under the Persians Egypt was ruled by a satrap and his tasks included appointment of the *lesonis* (demotic *mr-šn*), an important temple administrative official. The Khnum priests were rebuked by Pherendates for proposing candidates whose qualifications did not meet the regulations laid down by Darius.¹⁶⁷ In the third century BCE it was the chief of the Thebaid who bore responsibility for this appointment and the governor of Tshetres was in a position to further a particular person’s candidature in return for handsome payment.¹⁶⁸ In the earlier period it was the Vizier who acted as the representative of Pharaoh and one of the charges leveled against the Khnum priests during the time of Ramesses V involved their efforts to undo the appointment by the Vizier Neferrenpet of Bakenkhonsu as prophet of Khnum.¹⁶⁹ This same Pharaoh would send his Overseer of the Treasury, Khaemtir, to inspect the

¹⁶⁰ D28-52.

¹⁶¹ P. Münch. 4 (D34).

¹⁶² P. Lond. V 1736-1737 (D51-52).

¹⁶³ TAD A6.2:2 (B11).

¹⁶⁴ TAD A3.10:2 (B12).

¹⁶⁵ KSB I 035 (E10).

¹⁶⁶ P. Turin 1887v I-II (A5).

¹⁶⁷ P. Berlin 13540 (C1), 13539 (C3).

¹⁶⁸ P. Berlin 13543 (C11).

¹⁶⁹ P. Turin 1887.I.12-14 (A5).

Treasury of the House of Khnum¹⁷⁰ while the Persian Darius instructed the satrap Arsames about the Jewish observance of Passover.¹⁷¹ In the Late Middle Kingdom or Second Intermediate Period the Vizier Amenemhet directed the Reporter of Elephantine Heqaib in the procedures necessary for the title transfer of a slave-woman¹⁷² and in like fashion the satrap Arsames wrote through his Jewish Chancellor Anani a detailed letter to an Egyptian official at Elephantine about the repair of a boat.¹⁷³ Taxes were a natural source of contention between the central and local authorities. In a late Twentieth Dynasty letter mayor Meriunu of Elephantine vehemently rejected two tax demands by the Chief Tax Collector.¹⁷⁴ But a half-century earlier, a temple official in Karnak complained to then mayor Mentuherkhepeshef about the despatch from him of bad quality honey.¹⁷⁵ This same mayor was also accused of accepting a bribe in the indictment against the Khnum priests.¹⁷⁶ In their travails with these priests centuries later the Elephantine Jews complained that they were bested because the Egyptians proffered bribes.¹⁷⁷ As intimated, money, promised in writing and paid in installments, could buy one a priestly office.¹⁷⁸

The Banalities of Khnum

Some twenty letters between one Khnum priest and another grace our collection from early in Persian rule (492 BCE)¹⁷⁹ to early in Roman rule (11 CE).¹⁸⁰ For 500 years these priests and their companions were writing back and forth and it is as if the topics were timeless. First and foremost was the problem of grain — brigands threatened a government delivery in 492;¹⁸¹ ca. 230 BCE 256 artabas of barley were removed from the houses of Khnum servants because they should not have been there in the first place;¹⁸² ca. 216 or 199 the chief of the Thebaid wrote the *lesonis* to collect the emmer tax on the basis of last year's crop survey;¹⁸³ an undated private Ptolemaic letter requested barley, bread, and emmer and gave the price of wheat as 4½ kite per artaba.¹⁸⁴ Then there were questions of money — a promise to pay 2 kite¹⁸⁵ and a denial on oath of the receipt of 4½ kite,¹⁸⁶ both small amounts. Primarily,

¹⁷⁰ *P. Turin* 1887.II.1 (A5).

¹⁷¹ *TAD* A4.1 (B13).

¹⁷² *P. Berlin* 10470 (A2).

¹⁷³ *TAD* A6.2 (B11).

¹⁷⁴ *P. Valençay* II (A6).

¹⁷⁵ *P. Louvre* E 27151 (A4).

¹⁷⁶ *P. Turin* 1887.vsl.2-3 (A5).

¹⁷⁷ *TAD* A4.2:4 (B14).

¹⁷⁸ *P. Berlin* 13543 (C11).

¹⁷⁹ *P. Berlin* 13572 (C2).

¹⁸⁰ *P. Berlin* 15518 (C23).

¹⁸¹ *P. Loeb* 1 (C4).

¹⁸² *P. Berlin* 13619 (C7).

¹⁸³ *P. Berlin* 15522 (C12).

¹⁸⁴ *P. Padua* 1-7 (C22).

¹⁸⁵ *P. Berlin* 15609 (C21).

¹⁸⁶ *P. Berlin* 13587 (C19).

the letters concerned personal matters — a report that nothing was the matter with the young ones and the men;¹⁸⁷ instructions to look after PN upon his arrival;¹⁸⁸ advice not to get overwrought in a personal quarrel;¹⁸⁹ and a request to consult the oracle on the choice of a spouse.¹⁹⁰ Affairs of the Temple were mentioned infrequently — Paudjaemtoues reported the orders of the prophet of Khnum not to interfere with the temple-domain of Khnum.¹⁹¹ Unique were the one-line question posed to Khnum, "If a *wab*-priest is the one who took away the money (in) year 6, let this letter be brought to me"¹⁹² and the sixty-nine line judgment mediated by the deified Espememt-son-of-Khnum: "Offending the god (is) what you have done."¹⁹³ Only one or two references were of historical import — the mission of a *wab*-priest sent to Alexandria to present garlands before Pharaoh (Ptolemy IV) on the first anniversary of his victory at Raphia on June 22, 217 over Antiochus III¹⁹⁴ and mention of damage to temples and flight southward, which may recall the rebellion at the time of Ptolemy V, with the letter being dated April 23, 187 BCE.¹⁹⁵

The Evil of Khnum

Khnum himself was depicted as an active agent — the Jewish scribe Mauziah wrote to his colleague Jedaniah "that Khnum is against us since Hananiah has been in Egypt"¹⁹⁶ whereas Paudjaemtoues was convinced that "Khnum did not cause them [= evil things] to arrive by his hand."¹⁹⁷ The most remarkable New Kingdom document, dating to the time of Ramesses IV and V, is a detailed indictment of certain Khnum priests and boatmen for engaging in acts of violence and large-scale and continuous embezzlement in collusion with scribes and inspectors.¹⁹⁸ It is the latter-day descendants of these priests who connived with the local Persian governor to destroy the Jewish Temple. Rough fellows they were!

Khnum vs YHW — the Jews (and others) Come and Go

It was in the first of these five centuries of static priestly comings and goings that we find the most dramatic events in Elephantine's 3000 years of papyrologically

¹⁸⁷ P. Berlin 13579.x+13-14 (C10).

¹⁸⁸ P. Berlin 13579.x+15-16 (C10).

¹⁸⁹ P. Berlin 13544.11-28 (C17).

¹⁹⁰ P. Berlin 13538.25-33 (C16).

¹⁹¹ P. Berlin 13619.4-6 (C7).

¹⁹² P. Berlin 13584 (C25).

¹⁹³ P. Dodgson 10 (C26).

¹⁹⁴ P. Berlin 13565 (C13).

¹⁹⁵ P. Berlin 15527 (C15). To be sure, the topics surveyed by K.-Th. Zauzich in his overview of the 330 Elephantine demotic papyri (E. Van 't Dack, P. Van Dessel and W. Van Gucht, eds., *Egypt and the Hellenistic World* [Leuven, 1983], 421-435) are more numerous than those synopsized on the basis of the twenty published texts here reproduced, but I do not think that full publication will affect the basic thesis that the material is essentially timeless and ahistorical.

¹⁹⁶ TAD A4.3:7 (B15).

¹⁹⁷ P. Berlin 13579. x+3-4 (C10).

¹⁹⁸ P. Turin 1887 (A5).

documented history. Between 495 and 399 BCE there is evidence for a Jewish garrison with a full-size Temple right next to a shrine of Khnum.¹⁹⁹ Egypt under Persia was a cosmopolitan country. In the Elephantine fortress alone there were Babylonians, Bactrians, Caspians, Khwarezmians, Medes, and Persians besides Arameans and Jews. As the Jews had their shrine to YHW the Arameans had shrines on Syene to Banit, Bethel, Nabu, and the Queen of Heaven. On the basis of onomastic data, the Arameans and Egyptians intermingled easily. The Jews shunned Egyptian names but the prime figure in a family archive, Mib/ptahiah daughter of Mahseiah had an Egyptian husband, Eshor son of Djeḥo.²⁰⁰ Though the Jewish shrine was established with Pharaonic authorization and probably subsidy and its existence was confirmed by the Persian conquerors, in the last decades of the century it found itself in conflict with the Khnum priests to the point where they bribed the local Persian Chief (*frataraka*) to allow them to destroy it in 410.²⁰¹ Though permission was sought, and may have been granted, to rebuild it,²⁰² the colony disappeared from sight shortly thereafter as suddenly as it had appeared. It left no traces in any transmitted historical texts. In the land of the unchanging the dramatic proved to be evanescent.

Blending of Legal Traditions

The language, religion, and names of the Jews differed from their Egyptian neighbors, but their legal procedures and formulary bear striking similarity. Though we cannot yet explain the phenomenon of "Who gave to whom?"²⁰³ we must conclude that in matters legal the Jews and Arameans fit into their Egyptian environment rather snugly. Whereas the demotic contracts constitute a little over 20% of the thirty-seven demotic texts here published, the Aramaic contracts constitute almost 60% of the total Aramaic selection of fifty-two documents. If thirty documents are ample material to ascertain schemata and verify formulae, eight may not be, particularly if they are of different types. Comparison, nonetheless, shows how much the demotic and Aramaic conveyances had in common. Both followed an identical schema — an objective framework (Date, Parties; Scribe, Witnesses) encasing a subjective core (Transfer, Investiture, Warranty/Waiver). Variations were slight. As indigenous documents, the demotic contracts noted only the Egyptian calendar, whereas the Jewish/Aramean scribes, writing in the *lingua franca* of the Persian Empire, added for most of the fifth century a synchronous Babylonian date. The Egyptians regularly designated the parties by both patronym and matronym; the Jews added the matronym only when the patronym was insufficient.²⁰⁴ The Jewish scribe added to his signature the statement that the document was written "at the instruction of" the

¹⁹⁹ TAD B3.4:8 (B37), 3.5:10 (B38).

²⁰⁰ TAD B2.6 (B28).

²⁰¹ TAD A4.7-8 (B19-20).

²⁰² TAD A4.9-10 (B21-22).

²⁰³ B. Porten, "Aramaic-Demotic Equivalents: Who is the Borrower and Who the Lender?" in J. Johnson, *Life in a Multi-Cultural Society* (SAOC No. 51. Chicago, 1992), 259-264

²⁰⁴ TAD B2.9:3 (B31), 2.10:3 (B32).

alienor. In both documents the witnesses appeared in multiples of four; in the demotic they signed on the back while in the Aramaic ones they signed "herein/within," immediately after the scribal signature. In fact, this very notation indicated an awareness of, and deviation from, demotic practice.

The subjective core told a tale in past-present-and-future: "I gave you this property; it is yours; I guarantee your rights to it." Even though only two of the demotic contracts,²⁰⁵ like all the Aramaic ones, stem from the Persian period, the identity of certain additional sub-clauses and selected terminology is striking — Pedigree clause indicating that the property had been bought from a third party;²⁰⁶ denial in the Investiture clause of the right of anyone else, including stated family members, to "control" the property;²⁰⁷ Reaffirmation clause affirming that despite penalty attendant upon failed suit the property remained in the hands of the alienee;²⁰⁸ a Document Transfer clause noting the transfer of all relevant, previous documents;²⁰⁹ injunction against producing an "old or new document" in contradiction to the present one;²¹⁰ and the promise under certain circumstances to "cleanse" the property of challenge.²¹¹

A thousand years after the earliest dated Aramaic contract (495 BCE)²¹² there appeared the first contract in the Byzantine Patermouthis archive (493 CE).²¹³ While the language and formulary of these documents are in every way Greek, careful examination shows them to be a highly developed form of the earlier Aramaic/demotic contract. Most telling is the remark of two sisters at the end of a contract, "When it was read aloud and translated for us into the Egyptian language and pleased (us), we expressed acknowledgment and executed (it)."²¹⁴ Not only does this statement indicate that at least some of the parties to all these documents did not know Greek but also that the documents could be readily translated into Coptic and easily comprehended therein. If Coptic and Greek were so freely interchangeable and Coptic was but the latest phase of the Egyptian language, then it should not be surprising to find numerous echoes of the earlier Aramaic/demotic documents in the later Patermouthis archive. The basic schema of the earlier document was preserved but expanded in keeping with Christian sensibilities and requirements of Roman law. Unlike the Aramaic documents, which knew only the exculpatory oath,²¹⁵ some dozen Byzantine contracts employed an oath also in the Transfer and final clauses.²¹⁶ The cross or staurogram regularly opened the first line of a document and prefixed the names of signatories and witnesses. In the last decades of the sixth century the

²⁰⁵ *P. Wien* D 10150-10151 (C28-29).

²⁰⁶ *P. Wien* D 10151.1-2 (C29); *TAD* B2.7:3 (B29), B3.12:3-4, 12 (B45).

²⁰⁷ *P. Wien* D 10151.3 (C29); *TAD* B2.3:10-11 (B25).

²⁰⁸ *P. Wien* D10151.4 (C29) and on *TAD* B2.1:7-8 (B23).

²⁰⁹ *P. Wien* D10151.4 6 (C29); *TAD* B2.7: 6-7 (B29), 3.12:31-32 (B45).

²¹⁰ *P. Wien* D10151.7 (C29) and *TAD* B2.3:16 (B25).

²¹¹ *P. Wien* D10151.7 (C29); *TAD* B3.2:29 (B35), 3.4:19-23 (B37).

²¹² *TAD* B5.1 (B47).

²¹³ *P. Münch* 15+*P. Lond.* V 1855 (D20).

²¹⁴ *P. Münch.* 13.71-72 (D47).

²¹⁵ *TAD* B2.2:4-7 (B24), 2.8:4-7 (B30); B7.2 (B50), 7.3 (B52).

²¹⁶ See *infra*.

Christian superscription $\text{X}\text{M}\Gamma$ and subsequently the invocation "In the name of our lord and master, Jesus Christ, our god and savior" appeared at the beginning of the contract²¹⁷ and throughout the century an Acknowledgment and a Signatory clause appeared at the end.²¹⁸ The date preserved the Egyptian month name, as found in the Aramaic contracts, and this was usually followed by the place name (usually Syene), as in the later Aramaic contracts.²¹⁹ The Parties clause, like the one in the Aramaic (and demotic) contracts, defined the persons according to their occupation and residence/origin— a Jew or Aramean was "PN₁ son of PN₂, Jew/Aramean of Elephantine/Syene of the detachment of PN₃" while his Byzantine counterpart would have been something like "PN₁ son of PN₂ and his mother PN₃, sol(dier) of the regiment of Elephantine, originating in Syene."²²⁰ Since he was a native Egyptian there was no need to attach an ethnicon to his name. Unlike the Aramaic/demotic contracts, the syntax of the Byzantine clause was that of a letter — "PN₁ to PN₂, greetings."

The Transfer clause in the conveyance bore all the features familiar from the Aramaic/demotic documents — Description, Pedigree, Boundaries, Price. The main difference in this, and the subsequent clauses, was that the Aramaic/demotic documents were terse, whereas the Byzantine were verbose, almost to a fault. An Aramaic statement of sale simply stated, "We sold and gave you (a house)"²²¹ while the Byzantine elaborated as only lawyers are capable of doing,

We acknowledge by this, our written security of purchase, willingly and convinced without any guile or fear or force or deception or compulsion or deceit or any sort of malice or maliciousness or any defect or mean intention or any circumvention of the law, at the same time swearing by the ... Trinity ... and by the Emperors, that we have sold to you today and transferred in accordance with the law of sale and for eternal possession and every most complete right of ownership (a house).²²²

The Aramaic Investiture clause affirmed, "You control that house and (so do) your children after you and anyone whom you desire to give (it) to"²²³ while the parallel Byzantine clause expounded,

We acknowledge that you hereafter control and own this (house) and (you may) sell and resell and dwell in and settle in and build and build upon; acquire (and) use in any way pleasing to you, unimpeded and without hindrance by anyone in our name or close kin to us in family."²²⁴

²¹⁷ *P. Münch* 1 (D29), 4 (D34), 7 (D36); *P. Münch* 13 (D47), 14 (D48); *P. Lond.* V 1733 (D49), [1736 (D51)].

²¹⁸ See on *P. Münch* 15.14 (D20).

²¹⁹ See on *TAD* B2.9:1 (B31).

²²⁰ *P. Lond.* V 1730.7 (D41).

²²¹ *TAD* B3.4:3-4 (B37).

²²² *P. Lond.* V 1724.9-22 (D32).

²²³ *TAD* B3.4:11-12 (B37).

²²⁴ *P. Lond.* V 1724.51-56 (D32).

Both the Aramaic and the Byzantine documents distinguished between suits brought by the alienor or someone acting in his name and third-party suits. The formulation of these clauses was flexible and fluid in both languages and ellipses applied.²²⁵ While the emphasis in the Aramaic was on the inclusiveness of covered parties, the Greek was concerned about the various contingencies of suit (*italicized*). Nonetheless, and despite different formulation, we see that the Greek has followed the same basic threefold pattern as the Aramaic (Waiver-Penalty-Reaffirmation), as shown by a juxtaposition of two representative documents:

Waiver of Suit

ARAMAIC

I shall not be able — I, Jedaniah or my children, or woman or man of mine — I shall not be able to institute against you suit or process. Moreover, we shall not be able to bring (suit) against son or daughter of yours, brother or sister, woman or man of yours, or a person to whom you sell that house or to whom you give (it) in affection — (to bring [suit]) in my name, I, Jedaniah, or in the name of children or woman or man of mine.²²⁶

GREEK

(in order that I may) not sue you — nor shall I sue — nor (may) anyone else in my name, *now or on any occasion, in any way, on any pretext*. None of my heirs or children or descendants or those closest to my family, on my father's or mother's (side), will be able to bring action against you *or sue (you) or initiate arbitration against you* on account of this case.²²⁷

Penalty

And if we, or our sons or our daughters, or a person who is ours ... bring (suit) against you or bring (suit) against your sons or your daughters, or a person who is yours — whoever shall bring sui[it] about it shall give you, or your sons or whomever they bring (suit) against, the penalty of silver, ten karsh by the stone(-weight)s of the king ...²²⁸

And it shall not avail the man who presumes to sue you *or contend with you or violate or undermine this deed of sale*, but he shall provide, as penalty for the violation, double the aforesaid price.²²⁹

²²⁵ On "intentional ellipsis" in the Aramaic documents see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 48-49.

²²⁶ TAD B2.10:9-12 (B32).

²²⁷ P. Münch 11.51-55 (D45).

²²⁸ TAD B2.10:12-15 (B32).

²²⁹ P. Münch 11.57-58 (D45).

Reaffirmation

and the house is likewise yours and nothing (shall) prevail against forever and your children's after you ... what is written herein in this deed of without suit.²³⁰ sale, but besides he (shall) unwillingly abide by it as if it had been done in a public archive, because by me it had been thus decided, compulsion or force or deception or any guile not being present, to have sold to you the aforementioned (house) ... a(nd) I have received from you the full a(nd) set price....²³¹

Whereas the Jewish/Aramean scribes limited use of the third-party Warranty (= Defension) clause to cases of unclear title, such as abandoned property,²³² the Greek scribes employed it as a regular feature, usually assimilating the Penalty and Reaffirmation clause to the Warranty clause. All three text groups, Aramaic, demotic, and Greek, used the same technical terms here and in the earlier Investiture clause — “control” (ט״לשׁ = *ir sh̄y* = κυριεύειν)²³³ and “cleanse” (לצפ = *w'b* = καθαροποιεῖν)²³⁴ — to cleanse the object in the Aramaic and demotic traditions but the document in the Greek tradition. Among other common features in the three traditions we may note the Document Transfer clause²³⁵ and the fact that the witnesses signed their own names. But the extent of literacy remains an uncertainty. Most of the witnesses were soldiers but none of the eight members of the Board of Leading Men of the Elephantine regiment²³⁶ and none of the parties to the Byzantine contracts were able to sign their own names and many may not even have understood the Greek language of the contracts, whereas Aramaic was the spoken language of the Jews and Arameans, as witnessed by their personal letters on papyrus and ostraca. Noticeably, one high-ranking soldier in the regiment of Syene wrote his own Coptic loan contract.²³⁷

Conveying Houses

As intimated, the dominant legal contract was the conveyance. Among the few demotic contracts in our collection were three that dealt with the assignment of

²³⁰ TAD B2.10:16-17 (B32).

²³¹ P. Münch 11.58-64 (D45).

²³² TAD B3.28-9 (B35), 3.4:19-23 (B37).

²³³ The Aramaic term is translated “have right to” in these documents (TAD B2.3:11 [B11], *et al.*); P. Wien D 10151:3 (C29); P. Münch. 8:21 (D23) *et al.*

²³⁴ TAD B3.2:9 (B35), 3.4:20 (B37); P. Wien D 10151:6 (C29); P. Münch. 15.12 (D20).

²³⁵ TAD B2.3:23-27 (B25), 2.7:6-7 (B29); 3.12:31-32 (B45); P. Wien D 10151.4-6 (C29); P. Münch, 16.13-14 (D21).

²³⁶ P. Münch. 2 (D31).

²³⁷ KSB I 025 (E4).

stipends,²³⁸ and two with realty.²³⁹ One of the two realty documents, drawn up in the early Roman period, included the sale of a one-ninth share of a house located in the "upper quarter."²⁴⁰ Half of the documents in the Aramaic family archives and two-thirds in the Byzantine archive concerned houses. The transfer of shares as such is not attested in the Aramaic documents but is well-known in the Byzantine contracts. In the former, one father conveyed on separate occasions two houses to his daughter²⁴¹ while another bestowed rooms in his own purchased house to his wife and daughter and later sold the remainder to his son-in-law.²⁴² The houses were adjacent to the Jewish Temple and two of them measured 145 and 159 sq cubits, respectively;²⁴³ mention was barely made of a second floor. All the Byzantine houses were located in the "southern part of the fortress," ran four stories high, were sold or bequeathed in whole or in part, e.g. a courtyard or a living room (symposion), and might be divided up into half-shares or fifth-shares. Both the Aramaic and Byzantine documents described the houses by their four neighbors, but the Byzantine documents never recorded measurements. One noteworthy feature held in common was a bequest made in exchange for old-age support.²⁴⁴

Getting Married

Each of the traditions — Egyptian, Aramaic, Greek, and Arabic — had documents related to marriage. In demotic it was *sh n hm.t*, lit. "writing of a wife;"²⁴⁵ in Aramaic, ספר אנה, "document of wifehood;"²⁴⁶ and in Greek, "contract of cohabitation" (συνουκισία).²⁴⁷ None constituted or established the marriage; all regulated matters of personal status and property within the marriage. Both Aramaic and demotic documents indicated the prior existence of children. The boatman Hapertais had been previously married and wanted to insure that his earlier children shared his inheritance equally with his future children.²⁴⁸ The royal builder Eshor, on the other hand, promised his Jewish wife Mibtahiah that he had no other wife or children beside her and their mutual offspring.²⁴⁹ Both the Egyptian Petosiri and the Jewish Anani already had children from their present wife and the "writing/document of wife(hood)" guaranteed their status.²⁵⁰ Nuptial gift and/or dowry figured prominently in all the contracts. The Jewish grooms gave a *mohar* of ten shekels for a young

²³⁸ P. Wien D 10150 (C28), 10151 (C29); P. Moscow 135 (C30).

²³⁹ P. Berlin 13554 (C31), 13534 (C34).

²⁴⁰ P. Berlin 13534.4-5 (C34).

²⁴¹ TAD B2.3 (B25), 2.7 (B29).

²⁴² TAD B3.4-5 (B37-38), 3.7, 10-12 (B40, 43-45).

²⁴³ TAD B, Figs. 2, 6.

²⁴⁴ TAD B3.10:17-18 (B43); P. Lond. V 1729:8-24 (D37), 1730:8-17 (D41).

²⁴⁵ P. Berlin 13614 (C27), 13593 (C33).

²⁴⁶ TAD B3.3:17 (B30).

²⁴⁷ P. Eleph. 1.2 (D2).

²⁴⁸ P. Berlin 13614.2 (C27).

²⁴⁹ TAD B2.6:32-33 (B28).

²⁵⁰ P. Berlin 13593.3 (C33); TAD B3.3:13-14 (B36).

bride, five for a widow, and nothing for a handmaiden.²⁵¹ The Egyptian Petosiri gave his bride three deben (= 30 *kite*);²⁵² while the Copt Theodor presented his with an extravagant gift of ninety gold dinars. Payment was often deferred, in whole or in part. Theodor paid fifteen dinars up front and promised the balance within a year;²⁵³ the boatman Iakob son of Kostantios promised to pay his wife Mariam three gold *solidi* "whenever you may wish;"²⁵⁴ and Menahem son of Shallum acknowledged to Salluah a debt of two shekels as "part of the silver and goods which (are written) on your document of wifhood."²⁵⁵ The dowries of the brides depended, of course, upon their status and means and included only personal possessions. The Jewish handmaiden Tamet had barely the clothes on her back and, after much haggling, her master Meshullam was persuaded to add fifteen shekels in cash.²⁵⁶ Her emancipated daughter was endowed by her adoptive brother Zaccur to the tune of 78½ shekels, the widow Mibtahiah had only 65½ shekels, while the Egyptian Tshenese had 1.15 deben of gold, 87.8 deben of garments, household objects and cash, and 58.5 deben of copper objects.²⁵⁷ In each case the bridal gift was included in the dowry. Demetria's clothing and jewelry were evaluated at 1000 drachma, but her husband Leptines gave no nuptial gift.²⁵⁸ Except for the Egyptian contracts, a parent or someone else in charge of the bride was the one who gave her in marriage. Ešor approached the widow Mibtahiah's father; Anani son of Azariah, Tamet's master Meshullam; Anani son of Haggai, Jehoishma's adoptive brother Zaccur; and the Copt Theodor son of Samuel, Dbly(n) Adlāy's father.²⁵⁹ The Greek Herakleides took his bride Demetria from her father and mother.²⁶⁰ In the Egyptian contracts, the groom negotiated directly with the bride — the boatman Hapertais with Tshenyah and the soldier(?) Petosiri with Tshenese. "I made you as wife," is what each man said.²⁶¹

Beyond the matters of nuptial gift and dowry, the different traditions went their separate ways, though certain features were held in common. The Aramaic documents regulated the disposition of the deceased's property if the couple were childless and of the dowry cum *mohar* in case of repudiation by either spouse,²⁶² while the demotic contract had a clause similar to the latter in case of divorce.²⁶³ Both traditions guaranteed the widow against removal and expulsion from the (deceased) husband's property.²⁶⁴ The Greek and one of the Aramaic contracts forbade the hus-

²⁵¹ TAD B3.8:4-5 (B41); 2.6:4-5 (B28); 3.3 (B36).

²⁵² P. Berlin 13593.4 (C33).

²⁵³ P. Or. Inst. 10552r.3-7 (F2). This document was written according to Muslim formulary but the parties are Christian Copts.

²⁵⁴ P. Lond. V 1725.10-15 + P. Münch. 3.1-3 (D33).

²⁵⁵ Alternately, this obligation may be pursuant to divorce; see discussion in introduction to TAD B4.6 (B51).

²⁵⁶ TAD B3.3 (B36).

²⁵⁷ TAD B3.8:15-17 (B41); 2.6:13-15 (B28); P. Berlin 13593.6, 8 (C33).

²⁵⁸ P. Eleph. 1.4 (D2).

²⁵⁹ TAD B2.6:2-3 (B28); 3:2-3 (B36); 8:2 (B41); P. Or. Inst. 10552r.2-3 (F2).

²⁶⁰ P. Eleph. 1.2-3 (D2).

²⁶¹ P. Eleph. 13614.1 (C27), P. Eleph. 13593.2-3 (C33).

²⁶² TAD B2.6:17-29 (B28); 3.3:7-13 (B36), 3.8:21-30, 34-36 (B41).

²⁶³ P. Berlin 13593.7 (C33).

²⁶⁴ TAD B2.6:29-30, 35,-36 (B28); P. Berlin 13593.7-8 (C33).

band to take another wife and the Aramaic forbade the woman to have another husband.²⁶⁵ If Demetria was found guilty of "dealing deceitfully" (i.e. committing adultery), she lost her dowry; if either Anani or Jehoishma denied the other "the law of one or two of his/her colleagues' wives/husbands" (i.e. conjugal rights) (s)he had to pay the other "silver of hatred" (i.e. repudiation).²⁶⁶ Theodor gave "his guarantee and his pledge ... concerning good companionship and friendly relations;" Herakleides promised to provide Demetria "everything pertaining to a free wife" and she agreed to reside wherever her father and husband decided.²⁶⁷

Taking Loans

Throughout the ages, people were borrowing money and other objects. Their contracts were IOU's, drawn up by the borrower on behalf of the lender. They were of two kinds — loans and debt acknowledgments. The straightforward loan stated (in Aramaic) "(I came to you ... and) you gave me" *x* silver/grain;²⁶⁸ (in Greek) "I have gotten and borrowed from you today" *x solidi*;²⁶⁹ (in Coptic) "I have received (from you[r hand])" such-and-such items.²⁷⁰ The debt acknowledgment, on the other hand, did not state that money or goods were handed over but simply affirmed (in Aramaic) "You have (a claim) on me" for *x* silver;²⁷¹ (in Greek) "I acknowledge that I have and owe to you" *x solidi*;²⁷² (in Coptic on ostraca) "I acknowledge that I owe you" *x* carats/*solidi*²⁷³ or simply "I/he owes you/PN" such-and-such.²⁷⁴ The sums lent were not large; as spelled out in the Greek loans they were "for my essential needs" — 3½-4 shekels or 3½-4 *solidi*; in the Coptic loans, even smaller amounts — between 1 carat and 1½ *solidi*.²⁷⁵ Other items lent included grain, *ouonchis*, and "three cots to sleep on."²⁷⁶ The terms of the loans varied considerably. The Aramaic grain loan was to be returned (without interest?) on payday with a twenty-day grace period; failure to repay resulted in a ten-shekel penalty.²⁷⁷ The money loans were for a year or less, at 5% monthly interest, payable each month; failure to repay the loan on time would result, in one case, in seizure of property as pledge, and in another, in the doubling of outstanding interest and principal. In the latter case, delinquent interest was added to the principal and likewise bore interest.²⁷⁸ The Byzantine silver

²⁶⁵ *P. Eleph.* 1.8 (D2); *TAD B3.8:33-34, 36-37* (B41).

²⁶⁶ *P. Eleph.* 1.6-7 (D2); *TAD B3.8:37-40* (B41).

²⁶⁷ *P. Eleph.* 1.4-6 (D2).

²⁶⁸ *TAD B3.1:3-4* (B34), 3.13:2-3 (B46); 4.2:1-2 (B48);

²⁶⁹ *P. Lond V* 1723.7-10 (D30), 1736.8-12 (D51), 1737.6-9 (D52).

²⁷⁰ *KSB I* 034.3-4 (E14), 235.3-4 (E15) ["three cots ... so I may sleep on them"], 035.3-4 (E16).

²⁷¹ *TAD B4.6:3-4* (B51);

²⁷² *P. Lond V* 1719.7-8 (D26), 1721.1-6 (D27); *P. Rein.* II 107.3 (D28);

²⁷³ *KSB I* 025.3-5 (E4), 024.5-7 (E5), 026.2-4 (E6), 027.2-4 (E9).

²⁷⁴ *KSB I* 035.1-6 (E10), 031.1-3 (E11), 032.1-3 (E12); cf. *KSB I* 029.1-3 (E13) ["they write owing together to"]; *ST* 91.2-3 (E17).

²⁷⁵ *KSB I* 029.7 (E13), 031.4 (E11).

²⁷⁶ *TAD B3.13:2-3* (B46); *KSB I* 034.3 (E14), 235.3-6 (E15), 033.3-4 (E16).

²⁷⁷ *TAD B3.13:3-8* (B46).

²⁷⁸ *TAD B3.1:4-11* (B34); 4.2:4-10 (B48)

loans bore a moderate $8\frac{1}{2}$ or $12\frac{1}{2}$ annual interest, payable monthly or annually, and the principal was due "whenever you may wish." All of the debtor's property or stated items were pledged toward repayment.²⁷⁹ An antichretic loan assigned the creditor "authority, ownership, sway, and use" over a quarter-share of an inherited house until the loan was repaid.²⁸⁰ The thirteen Coptic deeds of obligation on ostraca show how common it was to borrow small sums of money; these deeds never mentioned interest and the repayment period might be on demand, at the time of the inundation,²⁸¹ or when one of the parties came north or south.²⁸² Of particular note is an acknowledgment drawn up by the Board of the Leaders of Elephantine and the whole fort for the creditor Paham son of Abraham, and witnessed by the deacon Daeid. The borrowers had deducted a third from Paham's one-*solidus* loan to them as his contribution for support of the poor and promised to repay the other two-thirds whenever he so requested.²⁸³

What's in a Name?

Most ancient names were theophorous. Containing a divine element, they serve as a clue to which deity or deities the name-bearer gives obeisance. The original language of the name (e.g. an Egyptian name in Aramaic or a Hebrew name in Greek) is likewise an indication of identity or degree of acculturation. The names in the Aramaic Makkibanit correspondence are about evenly divided between originally Egyptian and Aramean names, indicating onomastic assimilation. Their theophorous names included the deities Banit, Bethel, and Nabu, the deities with temples in Syene.²⁸⁴ The Jewish names, on the other hand, were virtually all Hebrew, indicating a cultural distancing on at least one level. These names go back to the pre-exilic period and bear marked similarity to the contemporary names in the province of Judah, with a significant exception — absence of names from Israel's early history which reappeared at the time in Judah. Among the popular Jewish names were Ananiah, Azariah, Gemariah, Hosea, Jedaniah, Mahseiah, Mauziah, Menahem, Micaiah, Nathan, Shelemiah, Uriah, and Zechariah. But there was no one named Amram, Benjamin, Bezalel, Daniel, Eleazar, Eliezer, Gershom, Ishmael, Joseph, Judah, Manasseh, Phinehas, Simeon,²⁸⁵ to say nothing of Abraham, Isaac, and Jacob. Yet it was the names of the Patriarchs that were so popular among the Byzantine Christian soldiers one thousand years later. They showed a marked affinity for a small number of Biblical Hebrew names in Grecized form — Abraamios/Abraamos/Abraam, Ananias, Apa Ioseph, Aron, Elias, Iakkobos/Iakobos/Iakob/lakybis, Ioannes/Ioannis/ Ioanes, Iosephios/Iosephis/Ioseph, Isakios/Isakos/Isak, Lazaros, Mariam/Maria, Rachel, Ro-

²⁷⁹ *P. Lond.* V 1736.13-18 (D51), 1737.10-18 (D52).

²⁸⁰ *P. Lond.* V 1723.11-18 (D29).

²⁸¹ *KSB* I 031.4 (E11), 032.4 (E12).

²⁸² *KSB* I 026.6 (E6), 027.6 (E9).

²⁸³ *KSB* I 030 (E8).

²⁸⁴ *TAD* A2.1.1, 2.1, 3.1, 4.1 (B1-4).

²⁸⁵ For references to these early names that reappeared in Ezra and Nehemiah see B. Porten, *Archives from Elephantine* (Berkeley, 1968), 148.

ben, and Sousanna. The Coptic documents added the names Daueid (David), Iezekias, and Mouses. Noticeably, the selection of Greek and Roman names was several times greater than the Hebrew names, but each was borne by only one or two persons. The Egyptian names in the Aramaic documents were clearly representative since almost all appeared in the demotic texts. By the Byzantine period, however, name patterns had clearly changed since only a handful of the 170 names in the demotic texts reappeared among the sixty Egyptian names in the Greek documents — Paesi/Paeis, Pamet, Petikhnun/Patechnoumios, Pshenese/Psennesios. Gone were such popular names as Eshor, Hor, Horoudja, Pakhnun, and Petosiri. In Muslim times the Copts continued their traditional naming practice, preferring (originally) Hebrew (Ibrāhīm, Samuel, and Yuḥannis) and “Christian” Latin and Greek (Buqtor, Theodor) names.

Transcription of Names

On the spelling of personal names we have adopted different procedures. West Semitic personal names in the Aramaic documents are generally normalized on the model of such and similar names in the RSV Bible translation. Names in the Greek, Coptic, and Arabic texts are transliterated precisely from their respective languages in order to preserve something of the flavor of the original. Thus we transcribe Abraamios and Abraam, but not Abraham, which is not found at all in Greek. But it is in Coptic. We also seek to convey something of the original flavor of Latin loanwords in Greek. In the hieratic and demotic texts we follow a more or less conventional transcription according to widespread Egyptological practice, reproducing the consonants and supplying traditional vocalization. Transcription of Egyptian names in Aramaic documents, on the other hand, strives to reflect actual pronunciation.²⁸⁶ Aside from vocalic variation, certain consonants (such as *ḥeth* and *ṭeth*) are specially marked in the Aramaic corpus but not in the hieratic or demotic, e.g. Aramaic Eshor but demotic Eshor, Aramaic Petosiri but demotic Petosiri. When this Petosiri²⁸⁷ appears in a Greek document his name is written Petoseiris.²⁸⁸ We have tried to preserve in transliteration, in the text or in notes, all titles, ranks, and specialties.

Document citation varies slightly among the different disciplines — while Biblical and Aramaic citations separate document and line number by a colon (:), e.g. *TAD* A4.2[document]:3[line], the other disciplines use a period (.), e.g. *P. Münch* 11.1 (Greek), *P. Turin* 1972.1 (hieratic), *P. Berlin* 13614.1 (demotic), *BL Or.* 6943(12).4 (Coptic), *P. Hamburg* A.P 5.3 (Arabic).

²⁸⁶ All these transcriptions were provided by G. Vittmann, who also reviewed and edited the demotic names.

²⁸⁷ *P. Berlin* 13593.2 (C33).

²⁸⁸ *BGU Vi* 1247.2 (D8).

CHRONOLOGY OF DOCUMENTS¹

Old Kingdom (ca. 2575-2134 BCE)

6th Dynasty (ca. 2323-2150 BCE) - (A1)

Middle Kingdom (ca. 2040-1640 BCE)/Second Intermediate Period (ca. 1640-1532 BCE) - (A2)

12th Dynasty (ca. 1991-1783 BCE)

1844-1797 Amenemhet III - (A3)

New Kingdom (ca. 1550-1070 BCE)

20th Dynasty (ca. 1185-1070 BCE)

1182-1151 Ramesses III - (A4?)

1151-1145 Ramesses IV - (A4?)

1145-1140 Ramesses V - (A4?, 5)

1100-1070 Ramesses XI - (A6-9)

Late Period (712-332 BCE)

26th Dynasty (664-525 BCE)

570-526 Amasis - (C24, 27)

27th Dynasty (525-404 BCE) Persian

521-486 Darius I - (B1-7, 47-48; C1-4, 28, 35)

485-465 Xerxes - (B8, 23)

464-424 Artaxerxes I - (B10, 24-30, 34-39; C29)

423-405 Darius II - (B9, 11, 13-22, 33, 40-42, 49)

404-359 Artaxerxes II - (B12, 43-46, 50, 52)

28th Dynasty (404-399)

404-399 Amyrtaios - (B51 [12 June, 400: earliest recognition date in Elephantine])

30th Dynasty (380-343 BCE)

360-343 Nectanebo II - (C30)

Greek Period (332-31 BCE).

Macedonian Dynasty (332-304 BCE)

316-304 Alexander IV - (D2)

Ptolemaic Dynasty (304-30 BCE) - (A10; C16-22, 25-26, 36-37)

304-284 Ptolemy I Soter I - (C5-6; D1)

285-246 Ptolemy II - (D3-7)

246-221 Ptolemy III Euergetes I - (C7-10, 31-33)

221-205 Ptolemy IV Philopator - (C1-14)

205-180 Ptolemy V Epiphanes - (C15)

145-116 Ptolemy VIII - (D8-10)

¹ See J. Baines and J. Målek, *Atlas of Ancient Egypt* (Oxford, 1984), 36-37; V. Seton-Williams and P. Stocks, *Blue Guide Egypt* (London, 1988), 29; R.A. Parker and W.H. Dubberstein, *Babylonian Chronology* (Providence, 1956), 30-35; R.S. Bagnall and K.A. Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen, 1978), 72-94.

Roman Period (30 BCE-324 CE)

- 30 BCE-14 CE Augustus - (C23, 34; D11)
- 81-96 Domitian - (D12)
- 117-138 Hadrian - (D13)
- 138-161 Antoninus Pius - (D14-15)
- 192-211 Septimius Severus - (D16)
- 284-304 Diocletian - (D17?, G1-2?)

Byzantine Period (324-641 CE)

- 337-361 Constantius II - (D18)
- 401-449 Theodosius II - (D19)
- 424-454 Valentinianus III - (D19)
- 490-517 Anastasius - (D20-21)
- 527-565 Justinianus - (D22-27, 28?)
- 565-578 Justinus II - (D28?, 29-31)
- 578-582 Tiberius II - (D32-34)
- 582-602 Maurice - (D35-50; E1-3?)
- 610-641 Heraclius - (D51-52; E1-20?)

Muslim Period (641-)

Ṭūlūnid Dynasty (868-905 CE)

- 868-904 Aḥmed ibn Ṭūlūn - (F1)

Fāṭimid Dynasty (909-1171 CE)

- 946-953 al-Manṣūr - (F2)

THE HIERATIC TEXTS

Günter Vittmann

INTRODUCTION

The ten hieratic documents herein presented elucidate different aspects of life and civilization at Elephantine and its environs through two millennia of Egyptian history. Three are from the Old and Middle Kingdoms, six from the New Kingdom, and one from the Ptolemaic period.

The earliest source comes from the end of the Old Kingdom. It is a letter between peers, from Count Iru to Count Merirenakht, or simply Re, general at Elephantine. It casts deep aspersion upon a third high official, who is accused of robbery and exploitation. He is Count Sabni, probably identical with the local grandee of that name whose magnificent tomb can still be admired, along with others, on the hills of the west bank overlooking the island.¹

The leather roll which was written about half a millennium later is one of the most difficult ancient Egyptian administrative documents that has come down to us and only recently has it been properly understood. A servantwoman was to be transferred from private to public service, and this change of possessory rights engaged both the local and central administration in a protracted procedure. It took lots of back-and-forth between the office of Hekaib, Reporter of Elephantine, and the office of Amenemhet, the Vizier at Thebes, before the affair was finally settled.²

Slightly earlier in date are the so-called "Semna Despatches." Numbering eight in all, Despatch No. 5 was sent by an anonymous frontier official from Elephantine to the Theban authorities. He reports that he has turned back a group of Nubians who wished to pass the border in order to escape starvation which threatened them at home.³ The border post decision was in keeping with a royal command.

The following six documents lead us towards the end of the New Kingdom. The zenith of the Egyptian "Empire" has long since passed; the political and economic situation has become unstable. A temple official from Karnak complains to Mentuherkhepeset, Mayor of Elephantine, that the latter had sent him bad quality honey.⁴ To be sure, such an occurrence might have happened at any time and ordinarily should not be overestimated. However, the next source, the famous "Turin Indictment Papyrus,"

¹ *P. Berlin* 8869 (A1).

² *P. Berlin* 10470 (A2).

³ *P. British Museum* 10752, sheet 4 (A3).

⁴ *P. Louvre* E.27151 (A4).

shows that this mayor was not adverse to accepting bribes.⁵ The document, a multi-column accusation perhaps drawn up by one Qakhepesh, presents a vivid picture of how the situation in a provincial temple had deteriorated. Charges of theft, sacrilege, assault and battery, adultery, etc. are leveled against a minor priest of Khnum, Penanuket, and grave charges of embezzlement are brought against Khnumnakht, captain of one of the temple's grain boats. The accusations are by no means an isolated testimony of a serious *crise des valeurs*⁶ but have a certain contemporary ring to them.

Compared with the above events, the next source appears innocuous. It is a complaint to the Chief Tax-master about unjustified tax demands.⁷ Not a complaint of the toiling farmer but of the local Mayor, a successor of the scoundrel mentioned in the two preceding documents. Either the central administration is trying to squeeze out more than its due or the local official is trying to pay less than he should.

From the very end of the New Kingdom dates a large corpus of letters which form the so-called correspondence of Thutmose, Scribe of the Necropolis, and his better known son Butehamun (the ruins of his house in Medinet Habu can be seen to this day). We selected three letters⁸ which bear some relation to Elephantine and Nubia. Times had not become better — the letters are connected to the war waged by the General Paiankh against the rebellious Panehesi, then Viceroy of Kush. But they also deal with private matters, the details of which are not always clear to the modern reader. They issue instructions, make requests, pray for a safe return and ask that the recipients do likewise. The letters display an elaborate Egyptian epistolary style with all its unavoidable formulae.

The final piece in the variegated mosaic is a text without parallel in the published corpus of Elephantine papyri. It is a fragmentary medical papyrus from about the 3rd century BCE with several prescriptions against cough.⁹ Possibly, it formed part of the local temple library, the House of Life, where magical, religious and medical texts were composed and preserved.

⁵ P. Turin 1887v.I.2-3 (A5).

⁶ Cf. the stimulating chapter "La crise des valeurs au Nouvel Empire" in P. Vernus, *Affaires et scandales sous les Ramsès* (Paris, 1993), 159-196.

⁷ P. Valençay 1 (A6).

⁸ P. Turin 1972, 1973 (A7-8); P. Bibliothèque Nationale 196,III (A9).

⁹ P. Berlin 10456 (A10).

A 1

P. Berlin 8869

CURRYING FAVOR AND SOLICITING SUPPORT

- DATE: Late 6th Dynasty, ca. 2200-2150 BCE
 SIZE: 17.5 cm wide by 20.5 cm high
 LINES: 14 (= 10 perpendicular to the fibers on the recto, writing being vertical, and 1 parallel to the fibers [= line 2], writing being horizontal; 2 on verso parallel to the fibers, writing being vertical, plus 1-line address [sender = vertical line; addressee = two small parallel lines]); folded from left to right
 PLACE: Elephantine
 PARTIES: From the count Iru to the general Merirenakht
 SCRIBE: Iru, the sender(?)
 PUBLICATION: G. Möller, *Hieratische Papyrus aus den Königlichen Museen zu Berlin*, III (Berlin, 1911), Pls. 2-3 (facsimile); translations P. C. Smither, *JEA* 28 (1942), 16-19; A. Roccati, *La littérature historique sous l'Ancien Empire* (Paris, 1982), 288-289; E. Wente, *Letters from Ancient Egypt* (Atlanta, 1990), 58, No. 67; physical description and summary of contents G. Burkard - H.-W. Fischer-Elfert, *Ägyptische Handschriften*, Teil 4 (Stuttgart, 1994), 54-55, No. 76

Iru wrote to his colleague, the "general" Merirenakht, in reply to a previous letter whose details are not mentioned. He was afraid that the "general" might hush up the criminal actions of Count Sabni, of which Iru himself has been a victim. So, while reminding the addressee of his former goodwill in a juridical matter, Iru tried to win him over for joint proceedings against Sabni.

RECTO

Internal Address ¹The Count, seal-bearer of the King of Lower-Egypt, sole companion, seal-bearer of the God,¹ Iru² (to)³ the sole [com]panion, lector-priest, Sobekhotep's⁴ son K[ahot]ep's⁵ son, the general,⁶ Merirenak[ht]:⁷

¹ This sequence of titles designates, until the Late Period, a high rank, not a real function; cf. K. Baer, *Rank and Title in the Old Kingdom* (Chicago, 1960). "Count" is a conventional rendering of *ḥṣty-ꜥ*.

² Or read *Irw-rmꜥw* with Wente?

³ In line 1 the sender was mentioned; line 2 introduces the addressee and is written horizontally. This has only recently been recognized independently by E. Wente, *Letters from Ancient Egypt*, 58 and E. Eichler, *GM* 123 (1991), 22-23.

⁴ Written *Sbk-ḥṣty*; analogously *Kꜥ-ḥṣty*; cf. for the final *y* E. Edel, *Die Felsengräber der Qubbet el Hawa bei Assuan*, II/1,2 (Wiesbaden, 1970), 53-65; L. Bland - J. Málek, *OLP* 8 (1977), 122; J. Leclant, *Montouemhat (BdÉ 35; Cairo, 1961)*, 249-250.

⁵ E. Wente reads Khnumhotpe.

⁶ *imy-rꜥ mꜥꜥ*; literally "commander of troops," a high military rank. A list of the bearers of this title in the Old Kingdom and the First Intermediate Period was recently compiled by P.-M. Chevereau, *RdÉ* 38 (1987), 14-23.

⁷ This proper name is formed with the throne name of Phiops I, second ruler of the 6th Dynasty. For the use of "inverted filiations" (C *ꜥꜥ* B *ꜥꜥ* A = "A son of B son of C") in the late Old and the Middle Kingdoms cf. Gardiner, *Grammar*, §85, H.G. Fischer, *JARCE* 10 (1973), 6 and n. 13.

Report I

³"Your brother there⁸ gave his [attenti]on⁹ to the report about the business concerning which Your Scribe¹⁰ sent the sole companion and overseer of the house¹¹ Hotep in order that ⁴your brother there might not do anything which Your Scribe dislikes.

"Now, if Your Scribe has sent¹² [to] your brother there ⁵that Your Scribe might ex[p]ose the robbery which has been done against your bro[ther], the matter is in (its right) place.¹³ But if ⁶Your Scribe ⁵has done ⁶this in order to break up the fighting because of Your [Scribe's] seeing two foreign countries¹⁴ [...] ¹⁵you[r] br[other there] [...] ¹⁶... ⁷then your brother there will see whether [Your] Scribe loves¹⁷ the Count, seal-bearer of the King of Lower Egypt, [sole companion] and overseer of prophets Sabni¹⁸ ⁸more than your brother there. Better is it, however, to love the justified¹⁹ more than the continually crooked.²⁰ This is [cert]ainly a case for attending²¹ ⁹to every transgression of this Count. He is not one who ea[ts from] his (own) [pr]operty.²² But ¹⁰Your Scribe ⁹vouched²³ ¹⁰for your brother there in the Court of Hor[us],²⁴ and accordingly [Your] Scribe and your [bro]ther there will

⁸ *sn.k im*, i.e. the writer himself, "showing that he is on terms of equality with his correspondent" (P. Smither, *JEA* 28 [1942], 18[c]), thus contrasting the expression *bsk im* "the servant there" in other letters, e.g. in *P. BM* 10752.IV.10 (A3). Cf. also E. Eichler, *GM* 123 (1991), 26.

⁹ Literally, "his [han]ds"(?) (*{wy}.fy*).

¹⁰ *ss.k im* is a polite expression designating the addressee in epistolary style; cf. P. Smither, *JEA* 28 (1942), 18 (c); *idem*, *JEA* 31 (1945), 7 (in the "Semna Despatches"); E. Eichler, *GM* 123 (1991), 25.

¹¹ *imy-rj pr*, a kind of *majordomo*, "steward."

¹² I.e., "has written," the same verb (*hsh*) being used as before where it referred to the actual sending of someone. For Aramaic *mlw* = "send" (a letter, i.e. write) see *TAD* A2.2:6 (B2).

¹³ I.e., "it's O.K." For *m stf* "in its right place," cf. *Wb* IV, 5, 14.

¹⁴ I.e., Medja and Wawat mentioned in line 12.

¹⁵ I group lost; after the lacuna *dt* is preserved.

¹⁶ I group lost.

¹⁷ Conventional translation of *mri*, which basically means "to elect, to prefer," often in a legal sense. For the use of *mri A r B* "to prefer someone(or something) to another," cf. A. H. Gardiner - K. Sethe, *Egyptian Letters to the Dead* (London, 1928), 16 (note to I 8). Aramaic contracts regularly employ the term *mrh*, "love" with the sense of "prefer one heir to another;" see on *TAD* B2.3:9-10 (B25).

¹⁸ Possibly identical with the famous Count Sabni, owner of tomb No. 26 in the necropolis of Qubbet el-Hawa - Aswan; cf. A. Roccati, *Littérature historique*, 216-220.

¹⁹ *ms'-hrw* "true of voice," mostly referring to the dead who successfully passed through the Judgment of the Dead, here designs the righteous in general. The basic meaning of *ms'* is probably "even, straight," hence *ms't* ("Maat") as a fundamental concept of Egyptian civilization; cf. J. Assmann, *Ma'at. Gerechtigkeit und Unsterblichkeit im Alten Ägypten* (Munich, 1990).

²⁰ "Crooked" (*hsh*) is he who does not do what is "right" ("Maat"); cf. preceding note. The sentence looks like a proverbial statement; cf. the "better"-proverbs in demotic discussed by M. Lichtheim in H.-J. Thissen - K.-Th. Zauzich, ed., *Grammata Demotika. Festschrift für Erich Lüddeckens* (Würzburg, 1984), 129-131. For aphorisms in a demotic letter see *P. Berlin* 13544.15-17, 25-27 (C17).

²¹ Lit., "standing upon ..." (*h' hr*).

²² For the sense of *wnm ist*, cf. P. Smither, *JEA* 28 (1942), 18-19 (k), and for *wnm* "to eat" having the juridical connotation "to be usufructuary," cf. A. Roccati, *RSO* 42 (1967), 326 (a).

²³ *shiqq*, lit. "to make bright." The text obviously alludes to a lawsuit in which the writer had been accused and received legal support by the addressee; cf. H. Willems, *JNES* 50 (1991), 186 (h).

²⁴ "Officials who failed to comply with the Royal Charters of Immunity were punished in the Court of Horus" (Horus referring, of course, to the King); see P. Smither, *JEA* 28 (1942), 19 (m). On this institution (in Egyptian *wsht nt Hr* [in the present instance], *shw n Hr*), see also H. Goedicke, *Königliche Dekrete aus dem Alten Reich* (*ÄgAbh* 14; Wiesbaden, 1967), 109-110.

act¹¹together²⁵ in order that this Count may not brush aside²⁶ the robbery which he has done.

VERSO

Report II

¹²"Moreover, the sole companion and overseer of the house Hotep has seen that your brother there is not taking a stand against(?)²⁷ the troops of Medja and Wawat²⁸ ¹³in order that your brother there [might not] do what [Your Scribe] dislikes."

External Address

¹⁴Iru (to the) Count, sole companion and overseer of the prophets, Re.²⁹

²⁵ Literally, "to be as one thing" (*wnn m iht wʿt*).

²⁶ Literally, "to lay to the ground" (*wšh r t*).

²⁷ Thus rendered by E. Wente (but without a question mark). One would then, however, expect *ʿhʿ r*, not *ʿhʿ n*. The difficulty of this passage is reflected by the translations of P. Smither (... "I did not wait for the troops") and A. Roccati ("je n'ai pris charge de la troupe").

²⁸ Two countries in Nubia; cf. K. Zibelius, *Afrikanische Orts- und Völkernamen in hieroglyphischen und hieratischen Texten* (Wiesbaden, 1972), 133-137 (for *Md̄*, *Md̄ȳw*) and 101-104 (for *W̄wat*); see also on *P. BM 10752.7 (A3)* and *P. Turin 1973.25 (A8)*. For Egypt and Nubia in the Old Kingdom, cf. literature quoted by J. Osing, *MDIK* 29 (1973), 116 n. 36; A.R. Schulman, *JSSEA* 9 (1978/79), 81-84; H.S. Smith - L.L. Giddy in F. Geus - F. Thill, ed., *Mélanges offerts à Jean Vercoutter* (Paris, 1985), 317-324; T.N. Savel'eva, *Meroe* 4 (1989), 159-166 (in Russian; English abstract p. 261-263).

²⁹ Taking with E. Wente *Rʿ* as an abbreviation of *Mry-rʿ-nht* (the usual interpretation of this line [still adhered to by E. Eichler, *GM* 123 [1991], 23] is "The Count, sole companion and overseer of the prophets of Re, Iru"). According to H. Ranke, *Personennamen*, I, 217, *ʿRʿ* is not attested earlier than Middle Kingdom. As is customary in Middle Kingdom letters, the names of the correspondents are written facing each other, as if conversing; cf. e.g., U. Luft, *Das Archiv von Illahun. Briefe*, I (Berlin, 1992), *P. Berlin* 10038B/C.

A2

Leather Roll P. Berlin 10470

PROCEDURES FOR TEMPORARY(?) TRANSFER OF POSSESSION OF THE SERVANTWOMAN SENBET

- DATE: Late Middle Kingdom/Second Intermediate Period (13th to 17th Dynasties), ca 18th to 17th century BCE
- SIZE: 38 cm wide by 20 cm high
- LINES: 46+x (= x+17+x [column 1] + x+17+x [column 2] + x+12+x [column 3])
- PLACE: Elephantine or Thebes
- SENDER: Heqaib, the reporter of Elephantine
- SCRIBE: Not stated
- PUBLICATION: P. C. Smither, *JEA* 34 (1948), 31-34; W. Helck, *Historisch-biographische Texte der 2. Zwischenzeit und neue Texte der 18. Dynastie* (Wiesbaden, 1975), 50-54, No. 69; translation and juridical commentary A. Théodoridès, *RIDA*, 3^e série, VI (1959), 131-154; translation and new interpretation W. Helck, *ZÄS* 115 (1988), 35-39; discussions and comments S. Quirke, *The Administration of Egypt in the Late Middle Kingdom. The Hieratic Documents* (Whitstable, 1990), 203-207; physical description and summary of contents G. Burkard - H.-W. Fischer-Elfert, *Ägyptische Handschriften*, Teil 4 (Stuttgart, 1994), 60-61, No. 83

This fragmentary roll is concerned with the case of the female servant Senbet which was dealt with both at the Vizier's Bureau (at Thebes) and at the Reporter's Bureau at Elephantine; therefore it must come from one of these two towns. On the basis of a petition of an official acting on behalf of the city, Senbet is to be transferred to the "city" with the consent of her previous masters. The purpose of this procedure is not stated, but there is sufficient reason to presume with S. Quirke that it is "a record of agreement between the state and a group of people at Elephantine on temporary labor to be performed by a servantwoman."¹

The document reflects the complicated procedures which were necessary in this affair:

- Itfensneb had drawn up a petition on behalf of the "city" (of Elephantine) regarding the transfer of Senbet to the "city." Consequently, a record was made by the former owners for the Bureau of the Reporter of Elephantine, a duplicate being sent to the Bureau of the Vizier ("Section A").
- In reply to this, the Vizier Amenemhat informed the Reporter of Elephantine about the further steps to be taken in this matter: the previous owners of the servantwoman would have to be asked formally whether they agreed, and they would also have to take an oath ("Section B").
- The next stage was the interrogation of the owners by the Reporter and the sending of a record to the Vizier's Bureau. This part of our document ("Section C") is totally destroyed but may be reconstructed on the base of the next section.
- The agents of the owners having agreed to the petition of Itfensneb, the Bureau of the Vizier issued an order to the Reporter to have them take a formal oath ("Section D").
- The Reporter of Elephantine acknowledged the receipt of the letter mentioned in Section D ("Section E").
- All parties were questioned in the Bureau of the Reporter of Elephantine whether they agreed to the transfer of the servantwoman Senbet to the "city." They did so on oath; their names were registered in the document. Report was made to the Bureau of the Vizier ("Section F").

It is worth mentioning that Senbet had to be informed about each stage of the proceedings.

¹ S. Quirke, *Administration*, 205. According to W. Helck, *ZÄS* 115 (1988), 35-39 (also *idem*, *LÄ* V, 984) it was nothing else than emancipation from slavery, but in the light of Quirke's new readings of some crucial passages this interpretation has lost its philological supports.

Other related documents that illustrate the administrative organization and legal procedures of this period are the copies of two royal decrees in *P. Brooklyn* 35.1446,² the so-called "Stèle juridique" (Cairo J. 52453) from Karnak,³ and *P. Kahun*, Pl. 13.⁴

The following translation and commentary of this extremely difficult document have profited greatly from both W. Helck's penetrating restorations and S. Quirke's recent investigations.

Column I

SECTION A

Heading ^{x+1}[Copy of the record]⁵ brought from the Bu[reau of the Reporter⁶ of Elephantine Heqaib].

Presentation of Case [Record of the] peop[le⁷ of Elephantine to] ^{x+2}the Rep[orter of Elephantine He]qaib: Behold, [the copy] of this re[cord is brought to you] in order to let you know⁸ that ^{x+3}the master of the *tem*⁹ Itfesenb son of Heqaib¹⁰ ^{x+2}[said to] them¹¹ ^{x+3}[saying, "A servantwo]man¹² of¹³ the serfs¹⁴ of the people of Elephantine is Sen-

² W.C. Hayes, *A Papyrus of the Late Middle Kingdom in the Brooklyn Museum* (Brooklyn, 1955), 71-85; W. Helck, *Historisch-biographische Texte*, Nos. 16 and 17; E. Wente, *Letters from Ancient Egypt* (Atlanta, 1990), Nos. 11 and 12; S. Quirke, *Administration*, 140-146.

³ P. Lacau, *Une stèle juridique de Karnak (Supplément aux ASAE 13; Cairo, 1949)*; W. Helck, *Historisch-biographische Texte*, No. 98.

⁴ F. Ll. Griffith, *Hieratic Papyri from Kahun and Gurob* (London, 1898), Pl. 13: 9-18 (sale of four servantwomen) and 13:19-38 (testamentary transmission of an office); for the latter document, cf. the convenient text reproduction in K. Sethe, *Ägyptische Lesestücke* (Leipzig, 1928), 91-92 (c) and translation by R.B. Parkinson, *Voices from Ancient Egypt* (London, 1991), 110-111 (No. 37).

⁵ For *mity n snn* which is to be restored here and in the next line, cf. S. Quirke, *Administration*, 35. See also *P. BM 10752. IV.6 (A3)*.

⁶ The "Reporter" (*whmw*) possessed the highest administrative authority besides the Mayor; cf. W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 77; 139; W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches* (Leiden, 1958), 59-61; 240-241; D. Franke, *Das Heiligtum des Heqaib auf Elephantine* (Heidelberg, 1994), 46; 55. For the "Bureau of the Reporter" (*h n whmw*), cf. F. Ll. Griffith, *Hieratic Papyri from Kahun and Gurob*, Pl. 11 (cf. K. Sethe, *Lesestücke*, 90:18-19; translation of the document R.B. Parkinson, *Voices from Ancient Egypt*, 108-110); the royal decrees of *P. Brooklyn* 35.1446, W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 71-72 and Pls. V-VI (= W. Helck, *Historisch-biographische Texte*, Nos. 16 and 17; E. Wente, *Letters from Ancient Egypt* [Atlanta, 1990], Nos. 11 and 12); "Stèle juridique" (see note 32): 11; 15. In the Reporter's Bureau the public records were filed; cf. S. Quirke, *Administration*, 167.

⁷ A collective of some persons. We do not know who and how many they were, but Heqaib son of Bebisbenbet mentioned below (III.x+5) was most probably one of them.

⁸ A very similar introduction was used in the royal decrees of *P. Brooklyn* 35.1446 cited in the introduction.

⁹ For the title *hry n tm* (or *tm*), cf. W.A. Ward, *Index of Egyptian Administrative and Religious Titles of the Middle Kingdom* (Beirut, 1982), 128 Nos. 1087 (translated "Chief of ...") and 1088; O.D. Berlev, *BiOr* 52 (1995), 641, who proposes the interpretation "landsurveyor." According to the present document, he acts on behalf of the city as was seen already by A. Théodoridès, *RIDA*, 3^e sér., VI (1959), 134. Compare the *hry tm n Niwt-rsyt* "chief of the *tm* of the Southern City" in W. Ward, *Index*, No. 1088! It is possible but by no means certain that this *tm* is identical with *tm*, *tm* "mat," "cadaster;" cf. for the latter G.P.F. van den Boorn, *The Duties of the Vizier. Civil Administration in the Early New Kingdom* (London - New York, 1988), 57-61.

¹⁰ Heqaib (*Hq-ib*) was a current name at that time; cf. H. Ranke, *Personennamen*, 256, 3-6; L. Habachi, *Elephantine IV. The Sanctuary of Heqaib* (AV 33; Mainz, 1985), *passim*.

¹¹ I.e., probably the members of the local administration or of the court of justice, the *djadjat* (*djdt*).

¹² *hmt*.

¹³ I.e., "among," "forming part of."

¹⁴ *dt*, cf. for this word and its different meaning in similar contexts J.J. Poppelkin, *Privateigentum in der Vorstellung der Ägypter des Alten Reiches* (German translation from Russian by R. Müller-

bet, ^{x+4}daughter of Senmut,¹⁵ but she is (also) the ser[vant]woman who 'co]vers'¹⁶ a Royal servant.¹⁷ Make me live,¹⁸ my lord,¹⁹ and let her title²⁰ be given [to m]e, ^{x+5}(i.e.) to the city,²¹ with the consent²² of her owners,²³ [so he said.]

Resolution:²⁴ To be done with the consent of her owners. ^{x+6}So runs²⁵ what he²⁶ has reported. This is sent [to let] them²⁷ know it.

You²⁸ should act accordingly in order that the King's House²⁹ be content with you.³⁰

Wollermann, Tübingen 1986); O. D. Berlev, *The Working Population of Egypt in the Period of the Middle Kingdom* (in Russian; Moscow, 1972), 172-262; W. Helck, ZÄS 115 (1988), 38 (d). Helck assumes that *dt*-persons were prisoners or foreign slaves allotted by the State to the household of officials.

¹⁵ A male name; cf. H. Ranke, *Personennamen*, 309, 3.

¹⁶ Note that *hmt* is preceded by the definite article. *hbs* is not an abbreviated writing of *hbswt* "wife" but a verbal form ("she who clothes/covers") with the following *hm-nswt* as its object; see next note.

¹⁷ The reading *hm-nswt* was established by S. Quirke, *Administration*, 203 (pace W. Helck, ZÄS 115 [1988], 36, who assumed here a personal name *Nmt*). On p. 206 S. Quirke suggests that "*n hmt hbs hm-nswt* might denote the servantwoman who is registered to cover the *hm-nswt* who would normally perform the temporary state labor for his master(s)." He wonders if "the document here records the bureaucratic procedure taken by the state to use the labor of a servantwoman in place of the normal work substitute for a group of men (in one household?)." For *hm-nswt*, cf. W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 90-91 ("they were ordinary servants, or household slaves"); O.D. Berlev, *The Working Population*, 7-27.

¹⁸ The alleged examples for a proper name *S'nhw* here and in W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 71 and pl. V, insertion B:10 are to be dismissed; cf. S. Quirke, *Administration*, 142. He recognized that here we deal with "a formula for petitioning a superior:" *s'nh wi py.i nb* "redeem me, my lord, (and ...)."

¹⁹ This must be the Reporter of Elephantine himself.

²⁰ "her title" (*dt.t.s*) in the sense of "the possessory title to her;" cf. W. Helck, ZÄS 115 (1988), 38 (h).

²¹ Cf. above on "master of the *tem*" in I.x+3!

²² *m hri*.

²³ Literally, "her lords" (*ny.s n nbw*); for the construction cf. A. Gardiner, *Grammar*, §113, 1. "The masters of Senbet offer no resistance to the petition, either because they benefit from the transfer through a complementary contract of payment, or because the transfer is not permanent" (S. Quirke, *Administration*, 205.)

²⁴ *qn* as a juridical term means "conclusion" of an affair (or as a verb, "to conclude"), "resolution;" cf. W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 60-61; B. Menu, *BIFAO* 77 (1977), 94.

²⁵ *hrwy.fy* closes quotations; cf. also P. BM 10752: IV.10 (A3); A. Gardiner, *Grammar*, §437; W. Helck, *Altägyptische Aktenkunde des 3. und 2. Jahrtausends v. Chr.* (MÄS 31; Berlin, 1974), 130 (gg).

²⁶ I.e., the "Reporter." It is also possible, however, to follow W. Helck in reading *ni smy nf* "what has been reported to him (i.e., to Itefseneb)" instead of *ni smi.nf*.

²⁷ The staff of the local administration of Elephantine.

²⁸ The Reporter addresses the responsible official of the Vizier's Bureau.

²⁹ The "State;" cf. W. Helck, ZÄS 115 (1988), 39 (l).

³⁰ For the reading *htp hr.k*, cf. W. Helck, ZÄS 115 (1988), 39 (m). A similar statement is found in P. Kahun, Pl. 29 (= K. Sethe, *Lesestücke*, 97:21-22): *ki ir.tw hft iry r wn ki n hqi hr hst.k* "So it shall be done accordingly in order that the *Ka* of the Ruler might continue to favor you" (E. Wente, *Letters from Ancient Egypt*, No. 98).

SECTION B

Heading	^{x+7} Copy of the leather roll ³¹ which was brought from the Bureau of the [Vizi]er, ³² which this(?) master of the <i>tem</i> Itefseneb brought as he who was se[nt on accou]nt of it.
Order of Vizier	^{x+8} The overseer of the City, Vizier, overseer of the Six Great Houses, ³³ Amen-[em]het, ³⁴ who orders to the Reporter of Elephantine, Heqaib. He says to ^{x+9} this effect: "An order of the Bureau of the Vizier was issued ³⁵ in year 1, first month of the summer season, day 27 in the time of the <i>Khu-baq</i> , ³⁶ life, prosperity, and health. ^{x+10} The order concerning the petition ³⁷ which the master of the <i>tem</i> It[ef]seneb son of Heqaib made, saying, 'A servantwoman of the serfs ^{x+11} of the people of Elephantine is Senbet, daughter of Senmut, but she is (also) the servantwoman who 'covers' a Royal servant. Make me live, ^{x+12} my lord, and let her be given to me, (i.e.) to the city, with the consent of her owners,' so he said. Resolution: To be done ^{x+13} with the consent of her owners. So run the orders."
Legal Instructions	Now the leather roll has been brought to you from the Bureau of the Vizier in order that every instruction ³⁸ might be known from it ^{x+14} ... ³⁹ Now they ⁴⁰ are (to be) questioned ⁴¹ about it, they approving ⁴² of it likewise and being caused to swear concerning it. ^{x+15} Now the servantwoman Senbet is (to

³¹ For the use of leather rolls, cf. *LÄ* IV, 936-937. The Persian period Arsames letters were written on leather (*TAD* A6.3-16).

³² Affairs of this kind had to be submitted to the Vizier. This was common also with sales of slaves, and testaments. For the Bureau of the Vizier (*ḥꜣ n ꜥꜣꜣ*) and his activities, cf. W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches*, 50-64; G.P.F. van den Boorn, *The Duties of the Vizier*, 324-325. In the "Stèle juridique" discussed by W. Helck on p. 58-59, the proceedings also go back and forth between the Bureau of the Reporter and that of the Vizier.

³³ A title held by the Vizier with reference to the courts of justice; cf. W.C. Hayes, *A Papyrus of the Late Middle Kingdom*, 74; W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches* (Leiden, 1958), 73; K. Jansen-Winkel, *Ägyptische Biographien der 22. und 23. Dynastie* (*ÄAT* 8; Wiesbaden, 1985), I, 209 n. 20; N. Strudwick, *The Administration of Egypt in the Old Kingdom* (London, 1985), 176-198.

³⁴ Not known from other sources. A list of Viziers of the Second Intermediate Period is given by S. Quirke in *idem*, ed., *Middle Kingdom Studies* (Whitstable, 1991), 132-133.

³⁵ For *ꜣꜣ* "to issue (an order)," cf. W. Hayes, *A Papyrus of the Late Middle Kingdom*, 35-36; W. Helck, *Aktenkunde*, 127.

³⁶ *Ḥwi-bꜣꜣ* is a title of the living King in the Second Intermediate Period ("the bright protected one"?); cf. P.C. Smither, *JEA* 34 (1948), 33-34 (both documents in W. Helck, *Historisch-biographische Texte*, Nos. 13 and 98). Which one of those ephemeral pharaohs is meant we do not know. P. Lacau, *Une stèle juridique*, 29 compares *Ḥwi-bꜣꜣ*, the "Horus name" of Tachos (30th Dynasty).

³⁷ The infinitive is used as a noun. For the juridical use of *sꜣꜣ*, cf. N. Shupak, *JNES* 51 (1992), 10-11.

³⁸ *mꜣꜣw* (with the determinative of the "walking legs").

³⁹ Here begins an instruction issued by the Vizier's Bureau about the necessary steps to be taken in the procedure. The first words of line 1.x+14 (*rdi n.k in.tw m[one group lost] ḥꜣꜣ.s*) are difficult to translate ("being given to you and brought as [...] on account of it"?).

⁴⁰ The former owners of Senbet.

⁴¹ The past reference assumed by A. Gardiner, *JEA* 34 (1948), 32 n. 8 contradicts the fact that the actual report about interrogation (*wšd*) and oath (*ꜣꜣ* "to swear") is communicated only afterwards. - For the manifold use of the particle *mk* ("behold!") in Middle Kingdom letters, cf. J. Johnson in *Studien zu Sprache und Religion Ägyptens zu Ehren von Wolfhart Westendorf*, I (Göttingen, 1984), 71-85.

⁴² For *hnn* "to approve, to ratify," cf. W. Helck, *Aktenkunde*, 130 (bb).

be) infor[med]⁴³ of what has been o[rdered]. Now (a letter) is (to be) sent⁴⁴ in order to let know⁴⁵ the ^{x+16}Mayor of Elephantine [...].⁴⁶

This is sent to let [you] know. You [sh]all act according to all that has been ordered; you shall act in accordance with ^{x+17}[the] repor[t of] this [leathe]r [...].⁴⁷

SECTION C

Heading

[Copy of the record brought from the Bureau of the Reporter of Elephantine Heqaib to the Bureau of the Vizier:]

Record

[Now, the agents of the people of Elephantine have been questioned about what you have written, and they said, "We agree to the giving of the servantwoman Senbet to the city with the consent of her owners, in accordance with the petition made by our brother, the master of the *tem* Itefseneb concerning her."]⁴⁸

Column II

^{x+2}Such is what has been found.⁴⁹ (This is) to gladden (your) heart because of it [...].⁵⁰

SECTION D

Agreement of Agents

^{x+3}The report of this leather roll has been brought from the Bureau of the Vizier, ^{x+4}saying, "Behold, the agents⁵¹ of the people ^{x+5}about whom you sent⁵² ^{x+4}have been questioned. ^{x+5}They said, 'We agree ^{x+6}to the giving of the servantwoman Senbet to the city, with the consent of [her owners], ^{x+7}in accordance with the petition made by our brother,⁵³ the [master] of the *tem* ^{x+8}Itefseneb concerning her.

Instruction for Oath

Now they shall be caused to swear concerning it, and you are he who shall inform ^{x+9}the servantwoman Senbet of what has been ordered. ^{x+10}You shall act accordingly in the [Bureau] of the Reporter [of Elephantine]."

⁴³ *rdi m hr* "to inform," "to bring to the knowledge of ..." (with the implication that one has to conform!), "to give an order to ...," literally, "to give/put in the head;" cf. *Wb* III, 128, 10-12; R.O. Faulkner, *A Concise Dictionary of Middle Egyptian* (Oxford, 1962), 174; "Stèle juridique" (see note 32):12; 18; 20-21.

⁴⁴ W. Helck, *ZÄS* 115 (1988), 37 translates *mk hib* "Siehe, schreibe," but *mk* is never used in conjunction with the imperative.

⁴⁵ I.e. to inform.

⁴⁶ Certainly, the name of the *hsty-c n ibw* stood in the lacuna. For the office of a Mayor of Elephantine in the Second Intermediate Period (it had been vacant for some time, as we know from inscriptional evidence), cf. D. Franke, *Das Heiligtum des Heqaib*, 46.

⁴⁷ Most of this line is destroyed.

⁴⁸ The restoration of the lost passage is due to W. Helck, *ZÄS* 115 (1988), 37, who based himself on the extensive quotations in section D. It goes without saying that this restoration can only be approximate.

⁴⁹ For the use of *gmi* as a juridical term, cf. P. Lacau, *Une stèle juridique*, 28.

⁵⁰ The translation by W. Helck, *ZÄS* 115 (1988), 37 "Es bestand darüber Einverständnis" is problematical as *swd ib* never has this sense but is used as an epistolary formula. A free rendering would be "to communicate, to inform," sometimes also "to greet;" cf. A.M. Bakir, *Egyptian Epistolography from the Eighteenth to the Twenty-first Dynasty* (*BdÉ* 48; Cairo, 1970), 41-46. In our case, it seems to refer to the Vizier. Cf. also *P. BM 10752.IV.8 (A3)*.

⁵¹ "Agents" or "mandataries" (*rwḏw*) of the masters of Senbet had to be sent as "personal substitutes in business" to the Vizier's Bureau at Thebes; cf. S. Quirke, *Administration*, 206. For this term, cf. also on *P. Turin 1887vs. 1.4 (A5)*.

⁵² I.e., "wrote" (*hib*).

⁵³ *sn* has here the sense of "colleague;" cf. on *P. Bibliothèque Nationale 196, III.15 (A9)*.

SECTION E

Statement of Reporter ^{x+11}The Reporter of Elephantine [Heqa]ib said: "[I] am hearing ^{x+12}that about which you⁵⁴ have sent⁵⁵ from the Bureau of the Vizier, saying, 'Now [what] ^{x+13}has been [ordered] ^{x+12}is (to be) brought ^{x+13}[to the knowledge] of the servant-woman Senbet, [daughter of Senmut]. ^{x+14}[Now] the men who have [co]me from the ^{x+15}Head [of Upper Egypt]⁵⁶ ^{x+14}are (to be) [qu]estioned ^{x+15}in order to cause them to swear it lest they say, ^{x+16}[We] ag[ree, and then they withdraw(?)⁵⁷ ...' ...]

Column III

SECTION F

Agreement of all Parties ^{x+1}[...] ^{x+2}[...] ^{x+3}man⁵⁸ of Elephantine [...]...⁵⁹ ^{x+4}the master of the *tem*, Heqaib's son Itefseneb, ... ^{x+5}man of Elephantine, Heqaib son of Bebisenbet⁶⁰ ^{x+6}have been questioned, saying, "Do you agree to the ^{x+7}giving of the servant-woman Senbet to the city in accordance with what petitioned ^{x+8}your brother,⁶¹ the master of the *tem*, Heqaib's son Itefseneb concerning her?" ^{x+9}They said: "We agree to it."⁶²

Oath Then they were caused to swear concerning it ^{x+10}in [the Bureau of the Reporter of Elephantine.⁶³ Then] they [swore] concerning it. Then <what had been ordered> was brought to ^{x+11}the knowledge of t[he] ser[vant]woman S[en]b[et] likewise.

Magistrates Present List of names of the board ^{x+12}of men hearing⁶⁴ (the case): Reporter of Elephantine⁶⁵

⁵⁴ The anonymous official who despatched the leather roll mentioned in section D (II.x+3) on behalf of the Vizier's Bureau; cf. S. Quirke, *Administration*, 207.

⁵⁵ Cf. the similar formula *sdm.n.i* (our text has [iw.i] hr sdm) n hsb.n.k hr.s r-dd in P. Kahun, Pl. XXXIV:50-51; also P. Cairo JE 71583 (formerly P. Berlin 10022); U. Luft, *Die chronologische Fixierung des ägyptischen Mittleren Reiches nach dem Tempelarchiv von Illahun* (Vienna, 1992), 137 and Pl. 32.

⁵⁶ The geographical term *Tp-šm'* or *Tp-rsy* roughly covers the area between Abydos and Elephantine; cf. A. Gardiner, *JEA* 43 (1957), 6-9. In our case, it clearly refers to Elephantine.

⁵⁷ Cf. "Stèle juridique" (see note 32):21: iw.tw r rdt 'rq.sn hr.s m 'nh n nb 'nh wds snb ssw 'nn.sn st hr[.s] r [n]hh "One shall make them swear concerning it with an oath of the Lord, life, prosperity, health, lest they withdraw from it in eternity." ssw, literally "beware lest," may simply mean "lest," "in order that not ...;" cf. R.A. Caminos, *The Chronicle of the Prince Osorkon* (Rome, 1958), 53 (e).

⁵⁸ The reading *s* ("man") instead of *spit*, here and in line x+5, was recognized by S. Quirke, *Administration*, 211 (5). "Man of Elephantine" designates the provenance.

⁵⁹ Some illegible traces.

⁶⁰ One of the previous owners of Senbet.

⁶¹ I.e., in accordance with the petition of your brother.

⁶² Cf. the very similar description of this procedure, comprising interrogation, consent, and oath, in F. Griffith, *Hieratic Papyri from Kahun and Gurob*, Pl. 13 (= K. Sethe, *Lesestücke*, 91:15-22).

⁶³ For this restoration, cf. W. Helck, *ZÄS* 115 (1988), 38 (where the brackets have been forgotten) and 39 (u).

⁶⁴ *didit sdmyw*; cf. S. Quirke, *Administration*, 53-55.

⁶⁵ S. Quirke, *Administration*, 211-212 n. 5 ventures a reading *Tiw(?)n...* as a proper name. - The rest is lost.

A3

P. British Museum 10752, Column 4

A MILITARY DESPATCH FROM ELEPHANTINE

(NO. 5 FROM THE "SEMNA DESPATCHES")

- DATE: Year 3 of an unnamed king, probably Amenemhet III (late 12th Dynasty), ca. 1840 BCE
- SIZE: 27.5 cm wide by 15 cm high (text size is 16.7 cm wide by 6.6 cm high)¹
- LINES: 7, parallel to the fibers on the recto, perpendicular to the joins
- SENDER: Frontier officials in Semna and several other Nubian fortresses (No. 5 is from Elephantine) to the Theban authorities
- SCRIBE: Not stated
- PUBLICATION: P. Smither, *JEA* 31 (1945), 3-10; E. Wente, *Letters from Ancient Egypt*, Nos. 79-83 (for the despatch from Elephantine, see No. 82); general discussion S. Quirke, *The Administration of Egypt in the Late Middle Kingdom* (Whitstable, 1990), 187-188; 191-193

This document was found in the tomb of a magician (probably of the 13th Dynasty) who secondarily used the verso. It is a report to the authorities about the trading activities of *Nehesiu* ("Nubians") and *Medjaiu*, who came to the Egyptian border fortresses in Nubia and elsewhere. It contains eight despatches in all and No. 5, translated here, was sent from Elephantine. A group of Nubians sought to enter Egypt "in order to serve the Palace." In their home in the desert starvation was waiting for them, but in accordance with standing policy the unnamed Egyptian official immediately sent them back.

Column 4

- Heading ⁶Copy of a document² which was brought to him³ as (something) brought from the fort[ress of] Elephantine, as (something) sent by a fort[ress to] (another) fortress.
- Report ⁷(For) the gladdening of your heart⁴ — may you be healthy and living!⁵ — to the effect: Two *Medj[a]i*-men⁶, three *Medjai*-women, and two infants⁷ ⁸descended from the desert in year 3, third month of the winter season, day 27.⁸ They said: "We have come in order to serve ⁹the Palace,⁹ life, health, and prosperity." It was

¹ Information supplied by Carol A.R. Andrews of the Department of Egyptian Antiquities, The British Museum.

² *mity n snn*; cf. on P. Berlin 10470.I.x+1 (A2). The entire heading is written in red.

³ An unnamed official at Thebes.

⁴ I.e., "for your information;" cf. on Berlin P. 10470.II.x+2 (A2).

⁵ For the idiomatic expression *snbty nhty* meaning "if you please," cf. P. Smither, *JEA* 31 (1945), 9 n.13. One of the Aramaic epistolary salutations was *לך שלח ויך שלח*, "(Blessings of) welfare [= health] and life I sent you" (*TAD* A2.4:5 [B5], 2.7:1 [B7]).

⁶ The *Md̄iyw*, a population with Negroid features and probably related to the so-called "Pan-graves civilization," were originally living East of Aswan or in Lower Nubia, but in the Middle Kingdom they occupied the whole Eastern desert between the Nile and the Red Sea; cf. G. Posener, *ZAS* 83 (1958), 38-43; Y. Koenig, *RdE* 41 (1990), 105-106. An inscription of that period recently published by P. Vernus, *RdE* 37 (1986), 141-144 brings into relief their life as cattle breeders. See also on P. Berlin 8869.12 (A1). For a positive role of the *Md̄iyw* (in P. Boulaq 18 and elsewhere), cf. S. Quirke, *The Administration of Egypt*, 21-22.

⁷ *hry-ꜥ*; see H. Goedicke, *JEA* 47 (1961), 154.

⁸ The group for "20" is partly damaged.

⁹ *pr-ꜥ* ("Pharaoh").

asked about the condi[tion of the de]sert. Then they said: "We did not hear anything, ¹⁰but the desert¹⁰ is dying from hunger,"¹¹ so the[y] said. [Th]en the servant here¹² caused (them) to be dismissed to their desert ¹¹on this day.¹³ Then one of th[e] *Medjai*-women said: "Would that be given to me my ¹²*Medjai*-man ..."¹⁴ Then the *Medjai*-man said: "It is he who has brought himself who barter[s]"(?).¹⁵

¹⁰ I.e., the people living in the desert.

¹¹ For this subject, cf. J. Vandier, *La famine dans l'Égypte ancienne* (Paris, 1936); T.G.H. James, *Pharaoh's People* (London, 1984), German edition *Pharaos Volk* (Zurich - Munich, 1988), 118-120; J. Vercouter, in *Mélanges Gamal eddin Mokhtar*, II (*BdÉ* 97; Cairo, 1985), 327-337.

¹² I.e., the writer.

¹³ This procedure is in accordance with "the royal command of the smaller Semnah stela (*Berlin* 14753) that only a Nubian who had come to trade at Yeḡen [*Iqn* = Mirgissa, G.V.], farther north, or on special official business, might pass north of Ḥḡḡ, usually taken to be the Semnah district, and that no boats or herds or flocks of the Nubians might in any case pass the frontier" (P. Smither, *JEA* 31 [1945], 4). For Egyptian presence in Lower Nubia in the Middle Kingdom, Egypt's defensive measures, and trade relations with Nubia, cf. B.J. Kemp in B.G. Trigger and others, *Ancient Egypt. A Social History* (Cambridge, 1983), 130-136.

¹⁴ According to P. Smither, *JEA* 31 (1945), 9 n. 14 the expected phrase *m it tn* ("in this moment") "does not seem a possible reading."

¹⁵ If correctly translated, the sense of *in iny sw swn* might be "it is only one who has presented himself (as a foreigner presents his gifts?) who is able to barter." If anything is lost of the text of this despatch it must have stood at the lost beginning of column 5.

COMPLAINT RE RECEIPT OF BAD HONEY

DATE: 20th Dynasty (Ramesses III to V [ca. 1182-1140 BCE])
 SIZE: 22 cm wide by 21.3 cm high
 LINES: 14 (= 11, parallel to the fibers on the recto; on verso, 2 lines plus 1-line address)
 PARTIES: From Khay of the house of Harakhty to Mentuherkhepeshef, Mayor of Elephantine
 SCRIBE: Khay, the sender(?)
 PUBLICATION: P. Posener-Kriéger, *JEA* 64 (1978), 84-87, Pls. XIV and XIVA; E. Wente, *Letters from Ancient Egypt* No. 153; B.M. Bryan - D. Lorton, eds., *Essays in Egyptology in Honor of Hans Goedicke* (San Antonio, 1994), 235-236

Khay, probably an official associated with the roof temple of Harakhty in Karnak,¹ complained to the Mayor of Elephantine about the bad quality of honey sent by the latter for the divine offering, and asked him to look for a better one or, alternatively, to send some incense. He also asked him to send logs of dry sycamore wood.

RECTO

Internal Address ¹[...] Khay of the House of Harakhty² inquires after the condi[tion of]³ the Mayor Mentuherkhepeshef⁴ ²of Elephantine.

Salutation “[In life, prosperity and] health and in the favor of Amun-Re, King of the gods. I speak to Amun-³Re-Har[akhty], when he rises and sets, to Harakhty and to ⁴his ³Ennead ⁴to grant that you may be healthy, to grant that you may live and to grant that you may be in the favor of Harakhty, your lord ⁵who looks after you.

Report “And further: I opened the jars of honey which you have brought to the god, ⁶and I took out 10 *hin*⁵ of honey⁶ from it for the divine offering, (but) I found ⁷that they were all full of ointment (in the shape of) bricks.⁷ I sealed it again and ⁸caused it to be brought back to you to the South.

Instructions I “If it is someone else who gave it to you, let him see it. ⁹And look if you will find a good one, and send it to me. Then ¹⁰Re shall grant that you may be healthy. But if there is none, you shall send the *menet-jar* ¹¹of incense by the hand of the *wab*-priest Netjermose until you find honey.

¹ For this sanctuary and its cult cf. the literature quoted by P. Posener-Kriéger, *JEA* 64 (1978), 85 n. 8; G. Vittmann, *Priester und Beamte im Theben der Spätzeit* (Wien, 1978), 85 n. 8.

² See preceding note.

³ *nd hrt n*; for this current introductory formula cf. A.M. Bakir, *Egyptian Epistolography* (BdÉ 48; Cairo, 1970), 46-47; 96-97.

⁴ Cf. Mentuher[...] in the address on the verso, which may be safely restored as Mentuherkhepeshef. This person is known as Mayor of Elephantine from *P. Turin* 1887vs. I.2-3 (A5), where he also appeared in a rather unfavorable light.

⁵ Ca. 5 liters.

⁶ Honey was destined mainly for the king and the divine offerings, but not for common use; see L. Klebs, *Die Reliefs und Malereien des neuen Reiches*, I (Heidelberg, 1934), 61-62; P. Posener-Kriéger, *JEA* 64 (1978), 86 (g). Cf. also F. Hoffmann, *Imkerfreund* 8 (1994), 4-9; H. Chouliara-Raños, *L'abeille et le miel en Égypte d'après les papyrus grecs* (Jannina, 1989); reviewed by H. Cuvigny, *CdÉ* 65 (1990), 180-181.

⁷ Cf. P. Posener-Kriéger, *JEA* 64 (1978), 86 (h), where literal evidence is quoted.

Instructions II	“And send VERSO ¹² me the timbers of dry sycamore wood. ⁸
Welfare	“Then Amun shall grant that you may be healthy, and then Harakhty shall grant ¹³ that you may live long. May your health be good in the presence of Harakhty!”
External Address	¹⁴ [...] Khay of the House of Harakhty to the Mayor Mentuher[khepeshef of Elephantine].

⁸ The sycamore (*Ficus sycomorus*) did not grow wild but was cultivated by cuttings. Its wood was used for furniture, statues, coffins, and in ship building; cf. B. Germer, *LÄ VI*, 114; N. Baum, *Arbres et arbustes de l'Égypte ancienne* (OLA 31, Leuven, 1988), 18-87.

A5

P. Turin 1887

("Turin Indictment Papyrus")

CHARGES AGAINST SEVERAL OFFICIALS

- DATE: Post 4 Ramesses V = ca. 1150 BCE¹
SIZE: 134 cm wide by 41 cm high
LINES: 73+x (= 2+x+31, perpendicular to the fibers on the recto [= ends of two lines on the top+x {col 0}+14 lines {col 1}+17 lines {col 2}]; on verso, 40 lines parallel to the fibers [= 13 lines {col 1}+16 lines {col 2}+11 lines {col 3}])
COMPLAINANT: The god's father Qakhepeshe?
SCRIBE: Not stated
PUBLICATION: E. Pleyte - F. Rossi, *Papyrus de Turin* (Leiden, 1869-1876), Pls. LI-LX (facsimiles);² hieroglyphic transcription A. Gardiner, *Ramesside Administrative Documents* (Oxford, 1948), 73-82, No. XXV; translation T. E. Peet, *JEA* 10 (1924), 116-127; A. H. Gardiner, *JEA* 27 (1941), 60-62 (section C only); A.J. Peden, *The Reign of Ramesses IV* (Warminster, 1994), 109-116; cf. also P. Vernus, *Affaires et scandales sous les Ramsès* (Paris, 1993), 124-139 (partial translations)

The larger part ("Section A") of this highly important document is concerned with the crimes committed by Penanuquet, a *wab*-priest of the Temple of Khnum of Elephantine. Seventeen charges are specified without any recognizable order: offenses against the property of the temple, transgression of cultic prescriptions, adultery, bodily injuries and mutilations, felonious attempts to muzzle his opponent, the god's father Qakhepeshe, etc. After a very damaged part containing accusations against some unnamed persons ("Section B") charges are raised against a ship's captain named Khnumnakht ("Section C"), who connived with the scribes, inspectors and cultivators of the House of Khnum to embezzle more than 6000 sacks of grain that were destined for the Khnum Temple over a ten-year period (1151-1142 BCE). Only a small portion of the regular annual delivery of 700 sacks actually reached the temple. Additional charges of violence and arson are leveled against him and others.

Sections A and C of this document bear a strong resemblance to the famous *P. Salt* 124, which contains the indictments against the foreman Paneb.³

SECTION A

RECTO

Column I

Heading

¹The charges⁴ which are against the *wab*-priest Penanuquet who is (also) called Sed, of the House of Khnum.⁵

¹ For date see *vs.ii.14*.

² Characterized as "extremely poor" by Gardiner, *Ramesside Administrative Documents*, xxiii.

³ J. Černý, *JEA* 15 (1929), 243-258; cf. also P. Vernus, *Affaires*, 101-121.

⁴ *sh* "charge" (*r* "against"), cf. A.G. McDowell, *Jurisdiction in the Workmen's Community of Deir el-Medīna* (Leiden, 1990), 16-18. For a different explanation, see P. Vernus, *Affaires*, 225 n. 6.

⁵ *pr-Hnm* in the sense of "Domain of Khnum" comprising the Temple with its property and estate. For recent archeological investigations in the Area of the Temple of Khnum, cf. W. Kaiser and others, *MDIK* 51 (1995), 99-187 *passim*. For the cults of Elephantine in the New Kingdom, their economic situation and their clergy, cf. W. Helck, *Materialien zur Wirtschaftsgeschichte des Neuen Reiches*, I (*Abhandlungen*

- Charge I ²Charge concerning the black cow which was with him: She bore five calves to Mnevis.⁶ He brought them (away) and made use of them in the field. He parted with them,⁷ brought them to the south, and sold them to the *wab*-priests.
- Charge II ³Charge concerning the great calf of Mnevis which was with him. He parted with it, gave it to some *Medjai*⁸ of the Fortress of Bigeh, and received its price from them.
- Charge III ⁴Charge concerning his going to the City⁹ and receiving (there) certain documents¹⁰ for him,¹¹ whom Re did not allow to be inspector forever.¹² He brought them to the south in order to lay them before Khnum, but he did not accept them.¹³
- Charge IV ⁵Charge concerning his making love¹⁴ with the citizeness Mutnemeh daughter of Pasekhti, while she was married with¹⁵ the fisherman Thotemheb son of Pentawer.
- Charge V ⁶Charge concerning his making love with Tabes, daughter of Shuy, while she was a married woman.¹⁶
- Charge VI ⁷Charge concerning the stealing of an *udjat*-eye¹⁷ in the House of Khnum. He disposed of it together with him who had stolen it.

der Akademie der Wissenschaften und der Literatur, Geistes- und Sozialwissenschaftliche Klasse, Jahrgang 1960, No. 10; Mainz, 1961), 935-937 (= 153-155).

⁶ The sacred bull of Heliopolis; cf. L. Kákósy, *LÄ* III, 165-167; M. Moursi, *SAK* 10 (1983), 247-267. So, the offenses imputed to the accused in Charge I and II weighed particularly heavy. M. Moursi (p. 258) assumes that the Mnevis bull was venerated also in other temples with parts dedicated to the Sun cult as at Thebes, This and Amarna; our instance allows the addition of Elephantine.

⁷ Lit., "he cut off his hand with them." For the interpretation, cf. P. Vernus, *Affaires*, 224 n. 87 who follows Peet.

⁸ *mḏjyw*; a kind of desert police; cf. on *P. Turin* 1973.25 (A8).

⁹ Le. Thebes, the "City" *par excellence*.

¹⁰ We do not know to what kind of documents (*mḏjw*t) this cryptic statement refers; cf. the suggestions made by T.E. Peet, *JEA* 10 (1924), 125. Cf. also Charge VII and M. Römer, *Gottes- und Priesterherrschaft in Ägypten am Ende des Neuen Reiches* (ÄAT 21; Wiesbaden 1994), 510.

¹¹ Obviously, Penanuquet himself.

¹² For this phrase, cf. (with parallels) P. Vernus, *RdÉ* 26 (1974), 121-123; see also R. K. Ritner, *The Mechanics of Ancient Egyptian Magical Practice* (SAOC 54; Chicago 1993), 194 and n. 897.

¹³ Lit., "he (Khnum) did not consent regarding them." *hn* "to bow, to nod (compliance)" is the technical term for the positive answer of the deity in oracular practice; cf. J. Černý in R.A. Parker, *A Saite Oracle Papyrus from Thebes* (Providence, 1962), 44.

¹⁴ *nk*, for this term cf. J.J. Janssen in J.H. Kamstra and others, ed., *Funerary Symbols and Religion. Essays Dedicated to Professor M.S.H.G. Heerma van Vos* (Kampen, 1988), 52-59; S. Schreiber, in D. Mendel - U. Claudi, eds., *Ägypten im afro-orientalischen Kontext. Gedenkschrift Peter Behrens* (Cologne, 1991), 315-335 (on the sexual vocabulary of the Egyptians), esp. 322-326.

¹⁵ Lit., "while she was as a wife with ..."

¹⁶ *hmt ḥwty* (no personal determinative!) is probably not "the wife of Ahauti" as most translated, but rather the Late Egyptian equivalent of the older *hmt ḥy* "married woman;" cf. for the latter H.-W. Fischer-Elfert, *GM* 112 (1989), 26, n. 11. The meaning of the two terms was already proposed by *Wb* III, 77, 16-17.

¹⁷ A very common amulet representing the eye of Horus.

- Charge VII ⁸Charge concerning the handing over to the temple of a chest with two witness-documents(?)¹⁸ in it by the prophet Bakenkhonsu.¹⁹ He²⁰ opened it and took out one witness-document(?) of it. He laid it before Khnum, and he assented²¹ to it.
- Charge VIII ⁹Charge concerning his coming to the inside of the Fortress²² when he had done (only) seven days of drinking natron.²³ The scribe of the Treasury Mentuherkhepesh(ef) caused ¹⁰this prophet of Khnum²⁴ ⁹to take an oath by the Lord, l(ife), p(rosperity), h(ealth), ¹⁰saying: "I will not allow him²⁵ to enter with the god,²⁶ until <he> completes his days of drinking natron." But he did not listen, and he entered ¹¹with the god, although he had (still) three days of drinking natron (to do).²⁷
- Charge IX ¹²Charge concerning making the *wab*-priest Bakenkhonsu prophet of Khnum by the Vizier Neferrhenpet.²⁸ This *wab*-priest²⁹ said to the *wab*-priest Nebwenenef:³⁰ "If only³¹ we had three other *wab*-priests, ¹³so that we might induce the god to throw

¹⁸ The reading *mtrw* "witness" > "witness-document" (fully written and afterwards abbreviated) was proposed by W.A. Ward, *SAK* 9 (1981), 365-367. Cf. also M. Römer, *Gottes- und Priesterherrschaft*, 510.

¹⁹ Probably the same man is attested in a graffito from Sehel as High Priest of Khnum under Ramesses IV; cf. S. Sauneron, *RdÉ* 7 (1950), 60-62 (with reference to J. De Morgan and others, *Catalogue des monuments et inscriptions de l'Égypte Antique*, I [Vienna, 1894], 93, No. 132).

²⁰ Penanuqet; cf. P. Vernus, *Affaires*, 138 and 230 n. 93. W.A. Ward, *SAK* 9 (1981), 366-367 imputes the offense - "apparently his unauthorized use of an oracle" (p. 367) - to Bakenkhonsu himself but this would not be in line with the other charges of Section A which all refer to Penanuqet (cf. Heading). Apart from this, the point seems to be that Penanuqet in opening the chest and presenting it to the god illegally arrogated a claim due to the prophet, who was superior in hierarchy!

²¹ For reading and interpretation (*hmn?*, *hnn?*) cf. the different opinions expressed by A. Gardiner, *Ramesside Administrative Documents*, 75a, 3^{a-b}; W.A. Ward, *SAK* 9 (1981), 367; P. Vernus, *Affaires*, 230 n. 94.

²² "The fortress is doubtless that of Elephantine, within which the temple of Khnum lay" (T.E. Peet, *JEA* 10 [1924], 125). In 1.3 the Fortress of Bigeh was mentioned. For *htm* as a "sealed place" not always designating a fortress, cf. D. Valbelle in *Hommages à Jean Leclant*, IV (*BdÉ* 106/4; Cairo, 1994), 384-385. One might wonder whether in our instance *htm* is a term for the temple as a sacred "enclosure" (cf. P. Vernus, *Affaires*, 136: "enclos"), but such a usage cannot be corroborated by parallels.

²³ From our documents it may be concluded that for obtaining the state of ritual purity prescribed for entering the temple the priest had to drink natron for ten days (cf. the complementary line 1.11). Our document is unique in offering this detailed information. For the use of natron in Ancient Egypt as a "purifying agent, particularly of the mouth," cf. J. R. Harris, *Lexicographical Studies in Ancient Egyptian Minerals* (Berlin, 1961), 195-196, where our instance is not quoted, however.

²⁴ I.e., Bakenkhonsu; cf. 1.8 and 12.

²⁵ I.e., Penanuqet.

²⁶ This obviously refers to the divine image which was to be carried back to the sanctuary. P. Vernus, *Affaires*, 229 n. 76 takes *q hr* as a variant for *q hr* "dû sans doute au fait qu'à l'intérieur du temple, les prêtres se trouvent au pied des effigies ou des emblèmes du dieu."

²⁷ Cf. above on 1.9.

²⁸ Known as Vizier from the reign of Ramesses IV until that of Ramesses VI, cf. W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches* (Leiden - Cologne, 1958), 333-335.

²⁹ I.e., again Penanuqet.

³⁰ This individual is known from several graffiti of Sehel and surroundings. From these we learn that he succeeded even in becoming First Prophet of Khnum, Satis and Anukis, and all gods of Lower Nubia; cf. S. Sauneron, *RdÉ* 7 (1950), 57-60.

³¹ For this interpretation of *bsy* cf. J. Černý - S.I. Groll, *A Late Egyptian Grammar* (Rome, 1975), 566; P. Vernus, *Affaires*, 137 and 229 n. 86.

out this son of this merchant!"³² He was examined and it was found³³ that he had said it indeed. He was made to take an oath by the Lord, l.p.h., not to enter the temple, but he gave ¹⁴his 'things'³⁴ to this prophet³⁵ saying: "Let me enter with the god." This prophet accepted his 'things' and let him enter with the god.

Column II

Charge X ¹Charge concerning Pharaoh's, l.p.h., sending the Overseer of the Treasury Khaemtir³⁶ to inspect the Treasury of the House of Khnum.³⁷ This *wab*-priest stole 60 loin-cloths³⁸ from the Treasury of the House of Khnum. And when one [came to s]earch for them, ²one found 34(?) of them with him, he having disposed of the other ones.

Charge XI ³Charge concerning the cutting off of the ear of Sekhatuemnefer son of Baksetit by this *wab*-priest, without the knowledge of Pharaoh, l.p.h.³⁹

³² For *šwty* "merchant," used in this context to disparage Bakenkhonsu, cf. P. Vernus, *Affaires*, 211 n. 259; M. Römer, *SAK* 19 (1992), 269-284, esp. 283-284 who sets forth the ambivalent position of merchants: they are both appreciated and held in contempt. The recent translation of A.J. Peden, *Ramesses IV*, 111: "We will induct three other *wab*-priests and cause the god to dismiss this son of Pashuty" (following Peet) is mistaken; it was already corrected by S. Sauneron, *RdÉ* 7 (1950), 57. At any rate, the general context is more or less clear: several candidates proposed by the priests to the vizier (as representative of the King) should be presented to the god, who elects one by oracular decision; to be sure, he was expected not to choose a vile "son of a merchant" but someone of priestly lineage! Cf. the report about the election of the First Prophet of Amun Nebwenenef (reign of Ramesses II) by the god himself; K. Sethe, *ZÄS* 44 (1907), 30-35. For manipulation of oracles and attempts to avoid them, cf. K. Kuhlmann in *The Intellectual Heritage of Egypt. Studies Presented to László Kákósy (Studia Aegyptiaca XIV; Budapest, 1992)*, 367-372, and for oracular practice in the New Kingdom in detail A.G. McDowell, *Jurisdiction*, 107-141; M. Römer, *Gottes- und Priesterherrschaft. - In the Achaemenid period, the satrap acted as representative of the Persian emperor in appointment of priestly officials (P. Berlin 13540 [C1])*.

³³ For the juridical use of *gmi*, cf. on *P. Berlin* 10470.II.x+2 (A2).

³⁴ I.e., a bribe, a *baksheesh*; cf. for the Egyptian terms P. Vernus, *Affaires*, 245-248. Bribery was common in Egyptian affairs throughout history; see on *TAD* A4.2:4-5 (B14).

³⁵ Bakenkhonsu.

³⁶ For this official, cf. S. Sauneron, *RdÉ* 7 (1950), 53-57; W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches*, 519-520.

³⁷ Temple inspections were performed from time to time by high government officials on behalf of the King, i.e. the "State;" cf. W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches*, 186-187; *idem*, *LÄ* VI, 386-387; A. Spalinger, *JARCE* 28 (1991), 21-39; P. Grandet, *RdÉ* 41 (1990), 95-99.

³⁸ This translation for *ḏiw* is not absolutely certain; cf. J.J. Janssen, *JEA* 77 (1991), 85 (f); P. Vernus, *Affaires*, 228 n. 57.

³⁹ Punishment by mutilation was a royal prerogative; cf. for Penanuqet's offense P. Vernus, *Affaires*, 127, and for mutilation the literature quoted there p. 226 n. 27.

Charge XII

⁴Charge concerning the sending out of the retainer⁴⁰ Pakhar-the-younger and the retainer Patjauemdikhonsu by the Vizier Neferrenpet,⁴¹ saying: "Bring⁴² the god's father⁴³ Qakhepesh [...]"⁴⁴ ⁵The retainers found me⁴⁵ as I was serving⁴⁶ a monthly duty of the first phyle.⁴⁷ The retainers left me and said: "We⁴⁸ shall not take you while [you] are serving a monthly duty,"⁴⁹ so they said [to me]. ⁶And this *wab*-priest⁵⁰ gave them a loin-cloth of fine cloth, a folding-stool,⁵¹ two pairs of sandals, two pairs of elephant tusks(?),⁵² 100 bundles of palm-leaves,⁵³ 1000 *h[qq]*-fruits,⁵⁴ [...] ⁵⁵gutted fish, and [br]ead and beer likewise. ⁷He said to them: "Do not release him." H[e spent] 15 days without having fulfil[led] (his) ser]vice⁵⁶ [for the] great

⁴⁰ In the New Kingdom, the *šmsww* (literally "followers") were generally employed as carriers of oral or written messages, but they could fulfill also other functions; cf. J. Černý, *JEA* 33 (1947), 54; R.A. Caminos, *Late-Egyptian Miscellanies*, 3; M. Valloggia, *Recherche sur les "messagers" (wpwtyw) dans les sources égyptiennes profanes* (Paris, 1976), 215-219; Y. Koenig, in *Hommages à Serge Sauneron (BdÉ 81; Cairo, 1979)*, I, 205-206.

⁴¹ Cf. above on I.12.

⁴² "To bring" (*ini*) is used here in its juridical sense; cf. A.G. McDowell, *Jurisdiction*, 15-16.

⁴³ In the priestly hierarchy of this time (as also in the Late Period), the "god's fathers" come after the "prophets," but before the *wab*-priests. Cf. H. Kees, *ZAS* 86 (1961), 115-125, and the concise remarks by R.A. Parker, *A Saite Oracle Papyrus from Thebes* (Providence, 1962), 30.

⁴⁴ Perhaps nothing lost. – Qakhepesh is to submit to the Vizier's interrogation, surely at the slanderous instigation of Penanuqet who wants to get rid of the troublesome fellow.

⁴⁵ Note the sudden shift to the first person. Qakhepesh, who is probably the author of the complaints against the criminal priest, at this point abandons the "objective," impersonal style. Cf. similarly Turin Strike Papyrus: III.12-13 (A. Gardiner, *Ramesse Administrative Documents*, 56.16) and P. Vernus, *Affaires*, 125. A later parallel is found in the Early Demotic P. Rylands 9 (cf. F.Ll. Griffith, *Catalogue of the Demotic Papyri in the John Rylands Library*, Manchester - London, 1909), where Peteese in his long report (beginning in V.13) refers to himself in the third person, but towards the end (XIX.4) changes to the first person.

⁴⁶ Literally, "standing" (*ḥ*); cf. *Wb* I, 219, 19. Phraseological continuity speaks for the traditional interpretation of *ḥ m šbd* ("enter on monthly duties") in the Illahun Papyri of the Middle Kingdom (not "to enter service on the monthly festival" as favored by M. Müller, *GM* 150 [1996], 15 [e]).

⁴⁷ Until 238 BCE, there were four (afterwards five) "phylae" at each temple. Priests served their duties in turn.

⁴⁸ Literally, "they."

⁴⁹ From this "we may safely infer that a very considerable sanctity surrounded a priest during his month of service" (T.E. Peet, *JEA* 10 [1924], 126).

⁵⁰ Penanuqet.

⁵¹ For this piece of furniture (*isbt*) cf. now M.-C. Bruwier in C. Cannuyer - J.-M. Kruchten, eds., *Individu, société et spiritualité dans l'Égypte pharaonique et copte. Mélanges égyptologiques offerts au Professeur Aristide Théodoridès* (Ath - Bruxelles - Mons, 1993), 29-57.

⁵² *kmr* "tusks," "ivory;" cf. J.E. Hoch, *Semitic Words in Egyptian Texts of the New Kingdom and Third Intermediate Period* (Princeton, 1994), 321 (463). It was, however, equated with *krmt*, a kind of bracelet of Nubian origin by L. Christophe, *GM* 96 (1989), 27-29.

⁵³ According to J.J. Janssen, *JEA* 77 (1991), 85 (k), *ḥw* ("palm-leaves") is a "Nubian product imported through Elephantine." It is generally measured, as in the present case, in *mrw*-bundles.

⁵⁴ *ḥqq* was perhaps "the fruit or seed of the argun palm;" cf. J.J. Janssen, *JEA* 77 (1991), 85 (j). It is mentioned frequently in ostraca and papyri. P. Vernus, *Affaires*, 125 translates "mille noix-doum;" A.J. Peden, *Ramesse IV*, 111 "1000 *ḥyy* fruit."

⁵⁵ "A number is lost in the lacuna" (A. Gardiner, *Ramesse Administrative Documents* 76a, 11^b).

⁵⁶ *iri ḥnw* probably refers to cultic obligations neglected by Qakhepesh; cf. *Wb* III, 102, 16-17; S. Sauneron, *MDIK* 16 (1958), 275.

[superi]ors(?)⁵⁷ of the House of Khnu[m ...].⁵⁸ ⁸And the⁵⁹ ...⁶⁰ o[f](?) the House of Amun who contr[ols] every [...] ⁶¹moored at [...] ⁶²resting-place⁶³ [...] ⁶⁴in the water of Egypt, while it is I who [...] ⁶⁵the god, i[n](?) the hou[se](?) [...] ⁶⁶He made them release him [...].⁶⁷

Charge XIII ¹⁰Charge concerning the man's setting fire⁶⁸ to the house of the byssus-worker Mut[ne]fre[t. She cam]e to speak to him.⁶⁹ He blind[ed] her], ¹¹and he blinded Baksetit, her daughter, likewise. They remain [bl]ind to this day. Not [...].⁷⁰

Charge XIV ¹²Charge concerning the quarrel⁷¹ which this *wab*-priest began with the herdsman Pakamen of the House of [Khnum]. He⁷² answered, saying to him [...].⁷³ ¹³After three months, Djadja⁷⁴ reached heaven,⁷⁵ there being no charge ...⁷⁶, one having said it ... [...].⁷⁷

Charge XV
ca. 1151 BCE ¹⁴Charge concerning their⁷⁸ handing over 20 oxen to this *wab*-priest in year 1 of King Heqamaatre Setepenamun,⁷⁹ [the] great [god]. They seized oxen in his possession and [...].⁸⁰ ¹⁵And he brought them from above(?),⁸¹ and he gave the oxen in/as ..., ⁸²he having given [...] ⁸³the superior in/as ...⁸⁴ oxen also.⁸⁵

⁵⁷ Following the tentative restoration of A. Gardiner, *Ramesseide Administrative Documents*, 76.13; cf. textual note 76a, 13^c (with explicit rejection of *ntrw* "gods" or *nhw* "lords"). A.J. Peden, *Ramesse IV*, 111 translates "[officials]."

⁵⁸ Ten or more groups lost.

⁵⁹ Singular (*pr*).

⁶⁰ An undeciphered damaged group which should contain a title or the name of an institution.

⁶¹ Three or four groups lost.

⁶² About five groups lost.

⁶³ *hnt*; cf. *Wb* III, 288, 11-15 (including *hnrw*); L.H. Lesko, *A Dictionary of Late Egyptian*, II, (Providence, 1984), 179 (lists an example written *hnt* as variant of *hnrw* "resting place," "chapel," "abode" etc.).

⁶⁴ Very long lacuna.

⁶⁵ About six groups lost.

⁶⁶ Two or three groups lost.

⁶⁷ Very long lacuna.

⁶⁸ Probably an act of revenge; cf. similarly *P. Rylands* 9.IV.20 (above on II.5).

⁶⁹ I.e., she wanted to call him to account.

⁷⁰ Perhaps not much lost.

⁷¹ We are not informed about the contents of this quarrel.

⁷² Pakamen?

⁷³ Perhaps not much lost.

⁷⁴ An unknown man whose connection with this affair cannot be determined.

⁷⁵ *ph r pt* (or perhaps rather *ph pt*) is apparently a euphemistic expression for "to die" unknown to *Wb*.

⁷⁶ This passage (*iw hn wšbt t n dit i.dd.s pr ...*) is obscure. A.J. Peden, *Ramesse IV*, 112 translates "without having answered which they had been allowed to say(?)." For *wšbt* "charge," cf. below on II.16.

⁷⁷ Perhaps not much lost.

⁷⁸ A group of unknown persons, or simply for the passive.

⁷⁹ Throne name of Ramesses IV (ca. 1151-1145).

⁸⁰ Perhaps not much lost.

⁸¹ P. Vernus, *Affaires*, 128 translates to the contrary "il les amena en haut," but the text has *m-hry*. Or is this an inaccuracy for *r-hry*?

⁸² Unknown word (*msb*). A.J. Peden, *Ramesse IV*, 112 "in return(?)."

⁸³ Three groups lost.

⁸⁴ An unintelligible passage. *bw-ms* (without determinative) is unknown; A.J. Peden, *Ramesse IV*, 112 takes it as a corruption of the previous *msb*. In fact, one feels that something must be wrong in the manuscript.

⁸⁵ Penanuqet had misused cattle belonging to the Temple.

- Charge XVI ¹⁶Charge concerning the giving of 20 *deben*⁸⁶ copper and 20 loin-cloths of fine cloth to this (other) *wab*-priest⁸⁷ by the *wab*-priest Penanuq[et] [...] ⁸⁸ every charge⁸⁹ which will be uttered [in order to prevent(?)].⁹⁰
- Charge XVII ¹⁷Charge concerning this *wab*-priest's⁹¹ proceeding to sta[nd] in front of this god.⁹² "If he⁹³ (really) does one good (thing) to a man, [may] he do it to you," so he said to him.⁹⁴ And he stood [...].⁹⁵

SECTION B

VERSO

Column I

- Charge I ¹[Charge concerning] their⁹⁶ stealing [a] large [mount]ing of copper⁹⁷ from the bark of Khnum. They sold it.
- Charge II ²[Charge concerning] their stealing [5 cloa]ks and 10 *rwg*-garments⁹⁸ of [smooth cloth], total 15, from the [H]ouse of Anukis,⁹⁹ Mistress of Syene. The Scribe of the Treasury Mentuherkhepeshef,¹⁰⁰ who was performing the office of Mayor of Elephantine, examined them¹⁰¹ and found them¹⁰² in their possession.¹⁰³ ³They [had] given them to Amenrekh,¹⁰⁴ [a] craftsman of the Place of Truth,¹⁰⁵ and they ha[d] re]ceived their price. This mayor took "things"¹⁰⁶ from them and let them (go).

⁸⁶ 1 *deben* = 91 grams.

⁸⁷ He ought to have been introduced previously in the text but we do not see where. Usually, it is Penanuqet himself who is referred to in this manner.

⁸⁸ Three groups lost.

⁸⁹ *wšbt*; cf. M. Green, *GM* 41 (1980), 43-45.

⁹⁰ Amount of loss unknown.

⁹¹ Penanuqet.

⁹² The god Khnum.

⁹³ The god.

⁹⁴ Perhaps the anonymous *wab*-priest mentioned in the preceding line. Obviously, Penanuqet approached the litter of the god which was being carried in procession, and made ironical remarks about the efficacy of oracles. The proper understanding of this whole passage was disclosed by P. Vernus, *Affaires*, 139. A.J. Peden, *Ramesses IV*, 112 translates "And if he made an upright man, [let] him be one for you".

⁹⁵ Amount of loss unknown.

⁹⁶ A group of unknown persons.

⁹⁷ "of copper" is a supralinear addition.

⁹⁸ The identification of this piece of clothing (perhaps "sash" or "shawl") is not certain; cf. J.J. Janssen, *JEA* 77 (1991), 89 (ff).

⁹⁹ For Anukis, goddess of the cataract region, and for her Temple at Syene which is known only from this text, and her clergy, cf. W. Helck, *Materialien zur Wirtschaftsgeschichte des Neuen Reiches*, I, 937 (= 155); D. Valbelle, *Satis et Anoukis* (Mainz, 1981), esp. 21 (168); 107 §28; 125.

¹⁰⁰ On this dubious person, see P. Louvre E. 27151 (A4).

¹⁰¹ It is not quite clear whether the suffix refers to the stolen objects (the absence of which would have been discovered in an inspection of the temple inventory) or to the thieves.

¹⁰² The stolen garments.

¹⁰³ This seems illogical since the objects had been sold already. But *gmi* may mean also "to find out; to perceive;" so it is perhaps better to translate "he realized that they (the stolen objects) had been in their possession, they having given them to A;" see also on P. Berlin 10470.II.x+2 (A2). However, in Charge IV of this section the same phrase is to be understood literally.

¹⁰⁴ For the identity of this person see P. Vernus, *Affaires*, 227, n. 45.

¹⁰⁵ *St-mš'ṯ*, name of Deir el-Medineh, the settlement of the workers who built the royal tombs on the western side of Thebes. It is not surprising that the thieves sold their booty far away from Elephantine.

¹⁰⁶ I.e., a bribe, see above on I.13.

Charge III ⁴[Charge concerning their] opening [a] storehouse of the House of Khnum which was under the seal of the inspectors¹⁰⁷ of the granary who inspect for the House of Amun(?).¹⁰⁸ They stole 180 sacks¹⁰⁹ of grain from it.

Charge IV ⁵[Charge] concerning the opening of the [...] of the Hou[se of Khn]um. [They stole] [...] of *rwḏ*-garments. The prophet¹¹¹ found them in their possession, and he took them (back) without doing anything against them.

Charge V ⁶[Charge concerning ...]¹¹² [fil]led with the clothes of the god's fathers and the *wab*-priests in which [they carry] the god. [They] were found in their possession.

SECTION C

Charge I ⁷[Charge concerning ... Usermaatre Meriamun]¹¹³ l.p.h., the great god. The cultivator [...] ¹¹⁴[the] seed in order to give their 700 sacks¹¹⁵ of grain to Khnum, Lord of Elephantine, here in the Southern Region.¹¹⁶ One set about to transport them by boat¹¹⁷ ⁸[...] ¹¹⁸[to Eleph]antine. They were transported by boat and [brought] in full into the Granary of the god, and they were taken from him¹¹⁹ every year.

ca. 1155 BCE Now in year 28 of ⁹[King Usermaatre Meriamun,¹²⁰ l.p.h., the great god, sickness befell(?)]¹²¹ this boat's captain¹²² and he died. And [...] ¹²³Merihu,¹²⁴ who was prophet of the House of Khnum, brought the merchant and superintendent

¹⁰⁷ For *rwḏw* "controller, inspector, agent, *wakl*, authorities of an institution," cf. J.-M. Kruchten in E. Lipiński, ed., *State and Temple Economy in the Ancient Near East*, II (Leuven, 1979), 517-525; A.G. McDowell, *Jurisdiction in the Workmen's Community of Deir el-Medīna*, 59-65. See also on P. Berlin. 10470.II.x+3 (A2).

¹⁰⁸ For the unclear writing of the god's name, see A. Gardiner, *Ramesseid Administrative Documents*, 78a, 9^{b-c}.

¹⁰⁹ Ca. 13,838 liters. One *ḥr* ("sack") is tantamount to 76.88 liters of grain; cf. J. J. Janssen, *Commodity Prices from the Ramesseid Period* (Leiden, 1975), 109.

¹¹⁰ Two or three groups lost.

¹¹¹ Probably the prophet Bakenkhonsu occurring in SECTION A, Charges VII-IX.

¹¹² At least fourteen groups are lost, then one reads *ṣ-ty* as a part of an unidentifiable word (a container for clothes?), and after this there is room for three groups.

¹¹³ Fourteen or more groups lost. The lacuna contained the names of King Ramesses III (ca. 1182-1151 BCE).

¹¹⁴ 3 groups lost.

¹¹⁵ Ca. 55,816 liters.

¹¹⁶ *ṣ-rsy*.

¹¹⁷ The ships were under the direct control of the Khnum Temple; cf. S.L.D. Katary, *Land Tenure in the Ramesseid Period* (New York - London, 1989), 193. For transport of grains by boat, as was normal in Egypt, cf. A. Gardiner, *JEA* 27 (1941), 19-73 *passim*; S. Katary, *Land Tenure* 184-196; E.W. Castle, *JESHO* 35 (1992), 239-277; J.J. Janssen, *BSEG* 18 (1994), 41-47.

¹¹⁸ Fourteen or more groups lost.

¹¹⁹ *ṣzp n* "to take from," the suffix probably referring to the boat's captain mentioned afterwards; cf. A. Gardiner, *JEA* 27 (1941), 60 n.7.

¹²⁰ Ramesses III.

¹²¹ Five or six groups lost. For the restoration, cf. A. Gardiner, *JEA* 27 (1941), 61.

¹²² The predecessor of the fraudulent Khnumnakht. For the title *ḥry wsh* (and compounds) cf. D. Jones, *A Glossary of Ancient Egyptian Nautical Titles and Terms* (London - New York, 1988), 86-87 (158-164).

¹²³ An unread group, then two groups lost, after this *r (?) + n*.

¹²⁴ The title "Overseer of Cattle" is used here as a proper name (cf. A. Gardiner, *Ramesseid Administrative Documents*, 87).

[of the carriers of gold¹²⁵ Khnumnakht. He appointed him¹²⁶ ¹⁰[boat's captain ...]¹²⁷ grain there in the Northern Region,¹²⁸ and he started [transporting] it by boat.

ca. 1151 BCE Now in year 1 of King Heqamaatre Setepenamun,¹²⁹ l.p.h., the great god, he embezzled a large amount of grain. Now this boat's captain¹³⁰ ¹⁴[...] ¹³¹he took 40 *deben*¹³² of [...] ¹³³[from the Treas]ury of Khnum, '... making 7 *deben*¹³⁴ of gold.¹³⁵ (And so) the gold was not in the Treasury of Khnum. Now, what he had embezzled¹³⁶ of the grain was not in the Granary of Khnum, for he had stolen ¹²[...] ¹³⁷from them(?) [...] ¹³⁸... of the 15(?) men of the boat of Khnum, they being with him and his own or[de]rs.

ca. 1151 BCE ¹³[Year 1 of King Heqamaatre Setepenamun, l.p.h., the great god, transport]ed(?) to Elephantine by the hand of the boat's captain [Khnumnakht(?)],¹³⁹ 100¹⁴⁰ sacks. Deficit, 600 (sacks).

Column II

ca. 1150 BCE ¹Year 2 of King Heqamaatre Setepenamun, l.p.h., the great god, 130 sacks. Deficit, 570 (sacks).

ca. 1149 BCE ²Year 3 of King Heqamaatre Setepenamun, l.p.h., the great god, 700¹⁴¹ sacks; he did not bring (any) of them to the Granary.

ca. 1148 BCE ³Year 4 of King Heqamaatre Setepenamun, l.p.h., the great god, 700 sacks. Arrived in the boat of the (Sacred) Staff¹⁴² by the hand of the sailor Panakhtta,¹⁴³ 20 sacks. Deficit, 680 (sacks).

¹²⁵ For *fy nb*, cf. also its verbal use in *P. Valençay* 1.13 (A6).

¹²⁶ Literally, "he put him (i.e., Khnumnakht) to be ..."

¹²⁷ Fourteen or more groups lost.

¹²⁸ *ꜥ-mḥty*. So the Temple of Khnum had holdings even in the North of the country!

¹²⁹ Ramesses IV (ca. 1151-1145 BCE).

¹³⁰ Khnumnakht.

¹³¹ Fourteen or more groups lost.

¹³² Ca. 3.640 kilograms (1 *deben* = 91 grams).

¹³³ Three groups lost.

¹³⁴ Ca. 0.64 kilograms.

¹³⁵ An "extremely obscure supralinear addition" (A. Gardiner, *Ramesside Administrative Documents*, 79a, 10^{a-b}).

¹³⁶ Literally, "his embezzlement."

¹³⁷ 14 or more groups lost.

¹³⁸ A blank space of about 23 cm.

¹³⁹ A. Gardiner, *Ramesside Administrative Documents*, 79a, 15a-b: "Scarcely room for a personal name, but this seems indispensable."

¹⁴⁰ Underlining is used for numbers written in red. They regularly refer to emmer (*bdt*); cf. A. Gardiner, *JEA* 27 (1941), 26-27.

¹⁴¹ Not underlined in the publication, but see the translation of A. Gardiner, *JEA* 27 (1941), 61 ("700" in italics).

¹⁴² For the cult of the Holy Staff, cf. S. Sauneron, *BIFAO* 58 (1958), 37; J.J. Janssen, *OMRO* 58 (1977), 222-223 with n. 17; H. Satzinger, *Jahrbuch der Kunsthistorischen Sammlungen in Wien* 77 (1981), 9-43. This sacred emblem was especially venerated in Elephantine as may be inferred from the frequent occurrence of the proper name *Ns-pi-mtr* (= 𐤎𐤔𐤏𐤓 in the Aramaic documents [e.g. *TAD* B2.2:10 [B24]); cf. *Demotisches Namenbuch*, 9th fascicle (Wiesbaden, 1989), 664-666.

¹⁴³ He is mentioned again in *vs.iii.2* and *4*, where two charges are leveled against him.

- ca. 1147 BCE ⁴Year 5 of King Heqamaatre Setepenamun, l.p.h., the great god, 700 sacks. Arrived for the divine offering of the (Sacred) Staffs¹⁴⁴ of Khnum, 20 sacks. Deficit, 680 (sacks).
- ca. 1146 BCE ⁵Year 6 of King Heqamaatre Setepenamun, l.p.h., the great god, 700 sacks; he did not bring them.
- ca. 1145 BCE ⁶Year 1 of Pharaoh,¹⁴⁵ l.p.h., 700 sacks; he did not bring them.
- ca. 1144 BCE ⁷Year 2 of Pharaoh, l.p.h., 700 sacks; arrived by the hand of the boat's captain Khnumnakht, 186 sacks. Deficit, 514 sacks.
- ca. 1143 BCE ⁸Year 3 of Pharaoh, l.p.h., 700 sacks; arrived by the hand of this boat's captain, 120 sacks. Deficit, 580 (sacks).
- ⁹Total: grain for the House of Khnum, Lord of Elephantine, in respect to which this boat's captain combined¹⁴⁶ with the scribes, the inspectors¹⁴⁷ and the cultivators¹¹⁴⁸ of the House of Khnum, they¹⁴⁹ embezzling it and disposing of it in their own family,¹⁵⁰ 5004 sacks.¹⁵¹
- ¹⁰Now, as for ...,¹⁵² who (usually) took(?) his grain, he sits on the top of the granary and has no grain.¹⁵³
- Charge II
ca. 1151-1142 BCE ¹²Charge concerning this boat's captain-of-the-House-of-Khnum's exacting of taxes¹⁵⁴ to the value¹⁵⁵ of 50 sacks (from) Remet son of Penanuqet,¹⁵⁶ and to the value of 50 sacks (from) ¹³Pawekhed son of Patjauemabu, total 2 (men), makes 100 sacks, from year 1 of King Heqamaatre Setepen(amun), l.p.h., the great god, until ¹⁴year 4 of Pharaoh, l.p.h., makes 1000 sacks.¹⁵⁷ He made use of them in his own family and did not bring (any) of them to the Granary of Khnum.

¹⁴⁴ Here unexpectedly the plural is used, but cf. similarly below, vs.III.2.

¹⁴⁵ This and the next two dates must refer to Ramesses V, the ruling Pharaoh and successor of Ramesses IV.

¹⁴⁶ Lit., "made one arm."

¹⁴⁷ Cf. above on vs.I.4.

¹⁴⁸ For the change in the numbering of lines 11 and 10, see below on vs.II.10.

¹⁴⁹ Plural corrected from the singular.

¹⁵⁰ Cf. P. Vernus, *Affaires*, 134: "en en disposant dans leurs propres champs de relations" and his comment p. 228 n. 69. A.J. Peden, *Ramesses IV*, 115 still renders *m nry.w h'w n h't.w* as "for their own use," thus following T.E. Peet, *JEA* 10 (1924), 123.

¹⁵¹ The number is erroneous; the sum should correctly be 5724 (ca. 440,061 liters).

¹⁵² A personal name for which A. Gardiner, *JEA* 27 (1941), 61 n. 9 had proposed the reading *T'w-mdi-hnm*(?); one would expect the definite article *p* in the beginning, but see his *Ramesside Administrative Documents*, 80a, 15^{a-b}, with facsimile.

¹⁵³ As a consequence of Khnumnakht's fraudulent doings the granary was empty. According to A. Gardiner, *Ramesside Administrative Documents*, 80 "Vs.2.10 has been intercalated between ll. 9-11 as an afterthought."

¹⁵⁴ "Taxes" is a conventional rendering for *bkw* "products of work," "owed services." However the existence of "taxes" (German "Steuern") in the proper sense is contested by some scholars, e.g. M. Römer, *Gottes- und Priesterherrschaft* (discussion of *bkw* p. 382-411 passim).

¹⁵⁵ *fy* "loading" (as a verb "to carry") may also be rendered less literally as "amount;" cf. A. Gardiner, *JEA* 27 (1941), 62 n. 3.

¹⁵⁶ Probably different from the *wah*-priest Penanuqet of SECTION A

¹⁵⁷ The yearly amount of 100 sacks levied from the two men during the six regnal years of Ramesses IV and the first four years of his successor Ramesses V - i.e., the period between ca. 1151 and 1142 BCE - yields the indicated total of 1000 sacks.

- Charge III ¹⁵Charge concerning the burning of a boat of the House of Khnum together with its mast and its equipment by this boat's captain of the House of Khnum. ¹⁶He gave his 'things'¹⁵⁸ to the inspectors¹⁵⁹ of the House of Khnum, and they did not send¹⁶⁰ concerning it. There is nothing until today.¹⁶¹
- Column III**
- Charge IV ¹Charge concerning his causing the citizeness¹⁶² Tarep[it] to produce abortion¹⁶³ [...].¹⁶⁴
- Charge V ²Charge concerning the giving of the (Holy) Staffs¹⁶⁵ of Khnum by the sailor Panakhtta¹⁶⁶ [...].¹⁶⁷ ³He gave his 'things' to the inspectors, and they did not send concerning [it]¹⁶⁸ [...].¹⁶⁹
- Charge VI ⁴Charge concerning the debauching¹⁷⁰ by Panakhtta, this sailor [...].¹⁷¹ ⁵a cultivator of the House of Khnum, Lord of Elephantine, who is (in) the town of Pa- [...].¹⁷²
- Charge VII ⁶Charge concerning the opening of this ch[est](?)¹⁷³ by the *wab*-priest Paiiri [...].¹⁷⁴ ⁷for he did it continually. That which he found ... [...].¹⁷⁵
- Charge VIII ⁸Charge concerning the sending by the prophet Thothotep of the House of Mont[hu] [...].¹⁷⁶ ⁹who was performing the duties of the office of prophet of the House of Khnum¹⁷⁷ [...].¹⁷⁸ ¹⁰letter in their hand from the temple scribe

¹⁵⁸ See above on I.13.

¹⁵⁹ See above on vs.I.4.

¹⁶⁰ I.e., make a report.

¹⁶¹ For the meaning of *bn sw*, cf. P. Vernus, *RdÉ* 36 (1985), 158. The meaning of the sentence is of course, as A.J. Peden, *Rameses IV*, 116 freely translates, "Nothing has happened to this day."

¹⁶² *nht*.

¹⁶³ For abortion in Ancient Egypt, cf. P. Vernus, *Affaires*, 126 and literature quoted there p. 226, notes 18; 22; 23.

¹⁶⁴ Amount of loss unknown.

¹⁶⁵ Cf. above on vs.II.3.

¹⁶⁶ Panakhtta is certainly the man already mentioned in vs.II.3.

¹⁶⁷ Amount of loss unknown.

¹⁶⁸ Cf. the almost identical phrase in vs.II.16.

¹⁶⁹ Perhaps little or nothing lost.

¹⁷⁰ *h'* "to debauch, to violate," a rare word; cf. *Wb* III, 364, 4; L.H. Lesko, *A Dictionary of Late Egyptian*, II, 202.

¹⁷¹ Amount of loss uncertain. In the lacuna must have stood the name of Panakhtta's victim, perhaps not the wife of the "cultivator of the House of Khnum" but the latter himself. For the interpretation of this passage as a possible case for homosexuality, cf. R.B. Parkinson, *JEA* 81 (1995), 66.

¹⁷² Amount of loss unknown.

¹⁷³ Provided the beginning of the word be really *g'* as tentatively proposed by Gardiner, one may restore it as *g'yt* "chapel, shrine," or *g'wt* "chest, box" (cf. L.H. Lesko, *A Dictionary of Late Egyptian*, IV [Providence, 1989], 50, 52). In any case, it seems certain that some cultic transgression is alluded to.

¹⁷⁴ Amount of loss unknown.

¹⁷⁵ Amount of loss unknown.

¹⁷⁶ Amount of loss unknown.

¹⁷⁷ For this passage, cf. S. Sauneron, *RdÉ* 7 (1950), 59-60.

¹⁷⁸ Amount of loss unknown.

Thotemheb. They slaughtered [...] ¹⁷⁹ 11 caused their hides ¹⁸⁰ to come forth for *corvée* ¹⁸¹ and [...]. ¹⁸²

¹⁷⁹ Amount of loss unknown.

¹⁸⁰ An Aramaic letter requested "skins enough for a leather garment" (*TAD* A2.4:7-8 [B4]). For leather manufacture, cf. R. Drenkhahn, *LÄ* III, 959-960. Egyptian leather was highly appreciated in antiquity; cf. W. Habermann, *Rheinisches Museum für Philologie* 133 (1990), 138-143.

¹⁸¹ *bḥ* "corvée, requisition, enforced labor;" cf. *Wb* I, 468, 7-8; W. Helck, *LÄ* II, 333-334; S.P. Vleeming, *Papyrus Reinhardt. An Egyptian Land List from the Tenth Century B.C.* (Berlin, 1993), 51-54.

¹⁸² Amount of loss unknown. Owing to these lacunae, the nature of the whole charge escapes us.

A 6

P. Valençay 1

PROTEST AGAINST UNJUSTIFIED TAX DEMANDS

- DATE: Late 20th Dynasty (Ramesses XI), ca. 1100 BCE
 SIZE: Ca. 22 cm wide by 22 cm high
 LINES: 22 (= 11, perpendicular to the fibers on the recto; 11 on verso parallel to the fibers);
 folded from bottom to top
 PARTIES: From Meriunu, the Mayor of Elephantine, to the Chief Tax-master Menmaatrenakht
 SCRIBE: Not stated
 PUBLICATION: A. Gardiner, *Ramesseid Administrative Documents* (Oxford, 1948), 72-73; *idem*,
RdÉ 6 (1951), 115-124; translations also U. Kaplony-Heckel in O. Kaiser, ed.,
Texte aus der Umwelt des Alten Testaments, I (Gütersloh, 1982-1985), 224-
 225; E. Wente, *Letters from Ancient Egypt* (Atlanta, 1990), No. 156; detailed
 discussion S.L.D. Katary, *Land Tenure in the Ramesseid Period* (London -
 New York, 1989, 207-216

Meriunu, the Mayor of Elephantine, wrote to the Chief Tax-master Menmaatrenakht protesting against two tax claims raised by a Scribe of the Estate of the Votaress of Amun who obviously had been authorized by the Chief Tax-master to collect grain on behalf of the government. One of these claims was for 100 *khar* from a field of *kha-en-ta-land* in the "Island of Ombos." He swore that it was not cultivated by him but by some private persons who made their payments directly to the Royal Treasury. The second claim concerned a field in the region of Edfu. Meriunu also swore that this field was barely cultivated; the whole harvest of 40 *khar* had been handed over to the scribe Patjauemdiamun.

Other complaints of this kind, likewise from the New Kingdom, have been preserved in *P. Bologna* 1094.VI.4 and *P. Anastasi* 5.XXVII.3-7.¹

RECTO

- Internal Address ¹[May] Amun [favor] Menmaatrenakht.² The Mayor Meriunu³ of Elephantine
 gladdens the heart:⁴
 Salutation ²"In life, prosperity and health, and in the favor of Amun-Re, King of the Gods.
 [I speak] ⁶every single day⁵ ²to [Amun-Re-]Harakhty, ³when he rises and sets, to
 Khnum, Satis, Anukis, and all gods of Elephantine: 'Keep healthy⁶ the ⁴Chief Tax-

¹ Texts A. Gardiner, *Late-Egyptian Miscellanies* (*BiblAeg* 7; Brussels, 1937), 6 and 71-72; translations R.A. Caminos, *Late-Egyptian Miscellanies* (London, 1954), 18 and 273-274. For the Bologna papyrus, see also S. Katary, *Land Tenure in the Ramesseid Period*, 216-220.

² For this official, whose name is formed with the throne name of Ramesses XI and who is known from other sources as "Overseer of the Treasury" and "Overseer of the Granaries," cf. A. Gardiner, *RdE* 6 (1951), 123; W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches* (Leiden - Cologne, 1958), 417-418.

³ For the name, cf. K.A. Kitchen, *Orientalia* 29 (1960), 78.

⁴ I.e., "sends a communication" (*swd; ib*). For this introductory formula, cf. A.M. Bakir, *Egyptian Epistolography from the Eighteenth to the Twenty-First Dynasty* (*BdÉ* 48; Cairo, 1970), 42-46; 95-96.

⁵ Literally, "every day, every day."

⁶ For the use of *ssnb* "to make/keep healthy" (a person of high rank), cf. A. Gardiner, *RdE* 6 (1951), 118 (c); A.M. Bakir, *Egyptian Epistolography*, 64.

master,⁷ give him life, prosperity and health, a long life and a great and beautiful old age, give him favor in the presence of ⁵Amun-Re, King of the gods, his good lord, and in the presence of Pharaoh, l.p.h., his good lord.⁸

Report I

⁶"To this effect: The scribe Patjauemdiamun of the House⁹ of the Votaress of Amun¹⁰ has come. ⁷He has arrived in Elephantine in order to demand the grain which has been fixed¹¹ for the House of the Votaress of Amun ⁸and he said: 'Let 100 sacks¹² of barley¹³ be given,' so he said to me, although there are no fields bearing ⁹this amount.¹⁴ He said to me: 'It is because of a field of *kha-en-ta-land*¹⁵ ¹⁰of the Island¹⁶ of Ombos¹⁷ ⁹that it is demanded from you,' ¹⁰so they(!) said to me, although I had not tilled¹⁸ (any) field ¹¹of *kha-en-ta-land* of the Island of Ombos.

Oath

"As Amun endures, as the Ruler, l.p.h., endures, if there should be found **VERSO** ¹²a single field of *kha-en-ta-land* which I have tilled in the Island of Ombos, ¹³it is from me that this grain ¹²shall be collected.¹⁹

⁷ For this title (? *n št*), see H.-W. Fischer-Elfert, *Miscellanea Aegyptologica. Wolfgang Helck zum 75. Geburtstag* (Hamburg, 1989), 44-46; *idem*, *Enchoria* 18 (1991), 28-29; 34-36 (list of sources); J.J. Janssen, *JEA* 77 (1991), 83-84 (b).

⁸ For a comparable manifold Salutation addressed to a high official by the Jews of Elephantine cf. *TAD* A4.7:1-3 (B19), 4.8:1-3 (B20).

⁹ *pr*, in the current sense of "estate."

¹⁰ For an outline of the history of the institution of the Divine Votaress (and Divine Wife) of Amun, always a queen or princess with high cultic functions, cf. E. Graefe, *Untersuchungen zur Verwaltung und Geschichte der Institution der Gottesgemahlin des Amun vom Beginn des Neuen Reiches bis zur Spätzeit* (ÄgAbh 37; Wiesbaden, 1981), vol. I, 101-112, and for the present instance especially 106.

¹¹ For *tkš* as a special term for "to fix (taxes)," "to assess," see (with a new example) H.W. Fischer-Elfert, *Miscellanea Aegyptologica*, 48 (d). In our case, the grain had been "fixed" for the Estate of the Votaress of Amun to collect on behalf of the government, a subsidy for the Votaress probably being included; cf. S. Katary, *Land Tenure in the Ramesside Period*, 209-210.

¹² Ca. 7,688 liters; cf. on *P. Turin* 1887vs.I.4 (A5).

¹³ *it-m-it* "barley as barley," i.e., real barley, as opposed to *it* which had assumed the general meaning "grain;" cf. A.H. Gardiner, *JEA* 27 (1941), 24 n. 3.

¹⁴ Literally, "fields with (*hr*) them," to wit, the demanded amount.

¹⁵ *ḥi-n-t*, more currently *ḥi-t*, designs land belonging to the Pharaoh similar to the γῆ βασιλικῆ of the Greek documents; cf. A.H. Gardiner, *The Wilbour Papyrus*, II: *Commentary* (Oxford, 1952), 165-196; W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches*, 129-133; S. Katary, *Land Tenure in the Ramesside Period*, 318 (index). S. Katary p. 214 estimates the size of the plot in the *gezira* of Ombos at 20 *arouras*, i.e. with a yield of 5 *khar* per *aroura* as was to be expected for so-called *qyt*-land ("high land").

¹⁶ The (Egyptian-)Arabic word *gezira* (lit. "island") corresponds in its usage to Egyptian *iw* in its wider sense, i.e. an area of cultivable land; cf. A.H. Gardiner, *The Wilbour Papyrus. Commentary*, 27.

¹⁷ *Nbyt* is probably the modern Kom Ombo, ca. 30 kilometers north of Elephantine.

¹⁸ *skš* "to plow, to till, to cultivate;" cf. R.A. Caminos, *Late-Egyptian Miscellanies*, 13; M. Römer, *Gottes- und Priesterherrschaft in Ägypten am Ende des Neuen Reiches* (ÄAT 21; Wiesbaden, 1994), 447-448 (§490).

¹⁹ For the construction, cf. (with this and two more examples) P.J. Frandsen, *An Outline of the Late Egyptian Verbal System* (Copenhagen, 1974), 137-138 (g). The interpretation as a "second aorist" by C. Sturtewagen in S. Israelit-Groll, ed., *Studies in Egyptology Presented to Miriam Lichtheim* (Jerusalem, 1990), II, 942 is surely erroneous.

- Explanation ¹³"It is a field of some *nemehiu*²⁰ who deliver gold²¹ to the Treasury ¹⁴of Pharaoh, l.p.h., which those *nemehiu* have tilled, and they regularly²² hand over its gold to ¹⁵the Treasury of Pharaoh,²³ whereas I never touched²⁴ a field thereof.
- Report II ¹⁶"They²⁵ told me (about) the affair of another ¹⁶field in the region of Edfu which had not been flooded, and it was (only) four *arouras*²⁶ of land ¹⁷which had been flooded in it and upon which I had put one man and one yoke (of oxen) who tilled ¹⁸the scrap²⁷ of land which they found in it. And when harvest came, they brought to me ¹⁹40 sacks²⁸ of barley from it, and I guarded them firmly, not touching a single ²⁰*oipe*²⁹ thereof. (Rather), I handed them over to the scribe Patjauemdiamun, it being (just) 40 sacks. ²¹And I swore regarding them with a firm oath, saying: 'I have not touched (even) a single *oipe* ²²(or) a single half-*oipe* thereof.'
- ²³"And I have sent <in order to> inform³⁰ the Chief Tax-master."

²⁰ The exact meaning of *nmhy*, *nmh* has not yet been definitively established. Mostly, it is understood as "private person," "private owner" (of small holdings) or also "private possessor;" cf. S. Katary, *Land Tenure in the Ramesside Period*, 211-212. At any rate, they occupy a low social position; cf. M. Römer, *Gottes- und Priesterherrschaft*, 412-451.

²¹ *fi*, literally "to carry." For *fi nbw* "to carry gold," cf. R.A. Caminos, *Late-Egyptian Miscellanies*, 386-387. *nbw* "gold" stands for *hd* "silver" in its general sense of "currency." *De facto*, the payments were of course made in grain.

²² For this force of *h*, literally "to stand," cf. A. Gardiner, *RdE* 6 (1951), 131 (p).

²³ It has been argued that *nmh*-persons who cultivated land had to pay taxes not only to the Granary but also to the Royal Treasury; cf. - with reference to this document - W. Helck, *Zur Verwaltung des Mittleren und Neuen Reiches*, 183. This was recently disputed by M. Römer, *Gottes- und Priesterherrschaft in Ägypten*, 421-422 (§§458-459) who stresses that it was the state of fields, not that of its cultivator, which was the decisive factor for taxation.

²⁴ *hn*, lit. "to approach."

²⁵ Perhaps an implicit reference to the scribe Patjauemdiamun mentioned above (and also below), and his attendants.

²⁶ Ca. 10,940 square meters (1 *aroura* corresponds to ca. 2,735 square meters; cf. A. Gardiner, *Egyptian Grammar* §266, 3).

²⁷ For *nkt* "thing, something" in the deprecatory sense of "scrap, trifle," cf. S.P. Vleeming, *The Gooseherds of Hou (Studia Demotica 3; Leuven, 1991)*, 85 (pp) with literature; also M. Römer, *SAK* 19 (1992), 276 n. 85.

²⁸ Ca. 3,075 liters. The corresponding yield of 10 *khar* per *aroura* was expected from so-called *nhb*-land ("fresh land"); cf. S. Katary, *Land Tenure in the Ramesside Period*, 214.

²⁹ 1 *oipe* is the fourth part of 1 *khar*, i.e. 19.22 liters.

³⁰ In Egyptian *iw.i hb <r> dit 'm*; cf. for this and similar formulae A.M. Bakir, *Egyptian Epistolography*, 67-68; 105-106. A comparable expression concluded an official Aramaic petition (*TAD* A4.7:28-29 [B19], 4.8:27 [B20]).

A7

P. Turin 1972

PARTICIPATION IN NUBIAN CAMPAIGN AND PERSONAL INSTRUCTIONS

DATE:	28 Ramesses XI (= ca. 1073 BCE) ¹
SIZE:	21 cm wide by 19 cm high
LINES:	21+ (= 14, perpendicular to the fibers on the recto; 7+ on verso parallel to the fibers); folded from bottom to top
PLACE:	Deir el-Medineh (Elephantine)
PARTIES:	From the scribe of the Necropolis Thutmose in Elephantine to the scribe Butehamun, the songstress of Amun Shedemduat in Thebes, and several workmen
SCRIBE:	Thutmose, the sender(?)
PUBLICATION:	J. Černý, <i>Late Ramesside Letters</i> (<i>Bibliotheca Aegyptiaca</i> 9; Brussels, 1939), No. 4; E. F. Wente, <i>Late Ramesside Letters</i> (<i>SAOC</i> 33; Chicago, 1967), No. 4; E. Wente, <i>Letters from Ancient Egypt</i> (Atlanta, 1990), No. 308; J.J. Janssen, <i>Late Ramesside Letters and Communications</i> (= <i>Hieratic Papyri in the British Museum</i> , VI; London, 1991), Pl. 94 (photograph)

Our documents **A7-9** form part of the correspondence of Thutmose and his famous son Butehamun who served as scribes of the Theban Royal Necropolis at the end of the 20th Dynasty. In the first of the three letters (**A7**), which relate to the Nubian War between the general Paiankh and Panehesi, Viceroy of Kush, Thutmose reports to Butehamun that he has met his superior (certainly the general Paiankh) at Elephantine. He arrived there with a boat which had picked him up at Edfu. The superior informed him of his intention to go up to Nubia to encounter Panehesi, surely expecting Thutmose to accompany him in this campaign. The superior gave him provisions and treated him well, so there was no need to worry. But his request of the addressees that they pray to Amun to bring him back safe – in one instance with explicit reference to the warlike troubles – clearly indicates that he did not feel too secure. He also gave instructions to care for different persons. Appended to Thutmose's letter is an obscure message of the scribe Qenkhnum to Butehamun and some other person.

RECTO

Internal Address I	¹ The scribe Thutmose of the Necropolis ² to the scribe Butehamun ³ (and) the songstress of Amun Shed[emduat]. ⁴
Salutation I	² "In life, prosperity, and health, (and in) the favor of Amun-Re, King of the gods. I speak ⁴ every day ² to the gods of the country ⁵ to grant yo[u] life, prosperity,

¹ For the date of this and the next two documents (**A8-9**) see E.F. Wente, *Late Ramesside Letters*, 12

² I.e., the Royal Necropolis in the Valley of the Kings. For the person, cf. E. Wente, *Late Ramesside Letters*, 1-15.

³ For this person (son of the aforementioned Thutmose) cf. E. Wente, *Late Ramesside Letters*, 5-15; K. Jansen-Winkel, *GM* 139 (1994), 35-40; also *idem*, *ZÄS* 122 (1995), 73-74.

⁴ It is not clear whether this woman, who also occurs in other letters of the corpus (cf. J. Černý, *Late Ramesside Letters*, 79 [119]), was really Butehamun's wife. For K. Jansen-Winkel, *GM* 139 (1994), 38 this assumption is highly improbable; he rather believes that she was a widowed sister. He admits, however, that she could have been his wife whom he married after the death of his first(?) spouse Ikhtai.

⁵ *nī nīrw n pī ḥ* probably has the general sense of "all gods of Egypt;" cf. the invocation of "Atum, the lord of the country" in *P. BM 10326.3* (*Late Ramesside Letters*, No. 9). Less probably it might be understood, however, as an abbreviation for "the gods of the land in which you are" (i.e., the gods of Nubia); see *P. Phillips vs.5* (*Late Ramesside Letters*, No.15, and E. Wente's remark).

and health, a lo]ng [life] ³and a great and beautiful old age, to grant you many favors and to grant that [I] may return [and] fill (my) [embr]ace ⁴with you.⁶

SECTION A

Report

"And further to the effect: I have reached my superior.⁷ Indeed I found ⁵that he had caused a *tsm*-boat⁸ to come in order to take me. They found me in the midst of ⁶Edfu. I met him at the town of Elephantine, and he said to me: 'Another time you shall not come,'⁹ ⁷(so) he said to me. He gave me bread and beer¹⁰ according to my previous custom, and he said to me: 'May ⁸Monthu ⁷favor (you).'¹¹ ⁸Now we are moored at Elephantine,¹² and he keeps saying, 'I shall go up ⁹to encounter¹³ Panehesi¹⁴ at the (place) where he is,' (so) he keeps saying.

Instructions I

"Please tell Amun (Lord) of the Thrones of the Two Lands,¹⁵ my Lord, ¹⁰to bring me back safe,¹⁶ and give your attention to the small children (and) servants of Shedemdu[at] ¹¹and <give> some oil¹⁷ to let the children¹⁸ of the Southern Re

⁶ For the idiomatic expression *mḥ qny m*, see A.M. Bakir, *Egyptian Epistolography* (BdÉ 48; Cairo, 1970), 63; 102. Cf. also the salutation in the Aramaic private letters - "I blessed you by Ptah that he may let me behold your face in peace" (see on TAD A2.1:2 [B1]).

⁷ General (and later also High Priest of Amun) Paiankh, who was generally considered son and successor of the High Priest of Amun and "general" Herihor. Recently, however, K. Jansen-Winkel, ZÄS 119 (1992), 22-31 has made a strong case for Paiankh having rather been Herihor's father-in-law and predecessor!

⁸ This kind of boat is unknown from other sources; cf. D. Jones, *A Glossary of Ancient Egyptian Nautical Titles and Terms* (London, 1988), 149 (83).

⁹ Does this mean that the "superior" comforts Thutmose in reassuring him that he will not employ him for another warlike enterprise in the future?

¹⁰ Details are offered in P. BM 10326.10-11 (*Late Ramesside Letters*, No. 9).

¹¹ For this formula, see A. Gardiner, RdÉ 6 (1951), 117-118(a): "this ingratiating ejaculation is uttered in hopeful anticipation of benefits yet to come." As may be concluded from our example, the phrase could also be used by someone of higher rank.

¹² It is also possible to take the statement "now we are moored at Elephantine" with J.P. Frandsen, *An Outline of the Late Egyptian Verbal System* (Copenhagen, 1974), 62 (Ex. 7) as a continuation of the preceding direct speech.

¹³ *ph* ("to reach", "to meet") is used in its well-known hostile sense (following W. Edgerton's proposal in E. Wente, *Late Ramesside Letters*, 25 [g]), cf. *Wb* I, 534, 5-7.

¹⁴ Surely the rebellious Viceroy ("King's son") of Kush Panehesi, who fought with Paiankh and was obviously defeated; cf. E. Wente, *Late Ramesside Letters*, 12-13; K. A. Kitchen, *The Third Intermediate Period in Egypt* (Warminster, 1973), 247-248; G. Bohleke, *GM* 85 (1985), 13-24 *passim*; K. Zibelius-Chen, *SAK* 16 (1989), 331-332; K. Jansen-Winkel, ZÄS 119 (1992), 24-31.

¹⁵ I.e., Amun of Karnak, "The Thrones of the Two Lands" (*nswt-ḥwy*) generally being understood as a name of the famous city. A curious interpretation ("lord of the *nswt*-property holders of the Two Lands") was recently put forward by H. Goedicke in U. Luft, ed., *The Intellectual Heritage of Egypt. Studies Presented to László Kákósy* (*Studia Aegyptiaca* 14; Budapest, 1992), 197-203. Occurrences in J. Černý, *Late Ramesside Letters* are listed by A.M. Bakir, *Egyptian Epistolography*, 57 n. 5.

¹⁶ For the construction (literally, "Please tell the Amun ..., 'bring me back safe!'", see D. Sweeney in S. Israelit-Groll, ed., *Studies in Egyptology Presented to Miriam Lichtheim* (Jerusalem, 1990), II, 950. - There are prayers to Amun in which the god is entreated to bring one home; cf. H. Guksch, *MDIK* 50 (1994), 101-104, with references.

¹⁷ *sgnn* "is used for anointing and lighting but not for eating;" E. Wente, *Late Ramesside Letters*, 25 (k).

¹⁸ *ḳdw* may also mean "servants," but it is not evident to whom this passage refers.

- gion(?)¹⁹ consume²⁰ it. Do not let ¹²them lack! And give your attention²¹ <to> this daughter of Khonsumose; do not neglect her either!
- Instructions II "And ¹³do not be anxious about me.²² My superior has done every good for me.²³ And you shall give ¹⁴your attention <to> the men of the army. Do not let them run away, and do not let them be hungry."
- VERSO**
- SECTION B ¹⁵Another matter²⁴ for the workm[en] Amenhotep, Heramenpenaf, Pabi, Pentawemet, ¹⁶Sedjaa,²⁵ Shedsuamun, Irimut, Isis, Bak(et)amun, Ikhtai,²⁶ (and) the overseer of the ergastulum²⁷ ¹⁷Penpawenher, to wit:
- Instructions III "Please tell Amun (and) the gods of the Temple²⁸ to bring me back alive ¹⁸from the war²⁹ also."

¹⁹ *c-rsy*, designation of Upper Egypt; cf. E. Wente, *Late Ramesside Letters*, 26 (i), but see the textual remark of J. Černý, *Late Ramesside Letters*, 8a, 3^{a-b}.

²⁰ The word for "to eat" (*wnm*) is used in a wider sense. For another example where *wnm* is not to be understood too literally, cf. on *P. Berlin* 8869.9 (A1).

²¹ For this formula (*mtw.k dit hr.k n ...*), cf. A.M. Bakir, *Egyptian Epistolography*, 81, 104. Aramaic and Greek letters issued instructions to look after enumerated persons, particularly children, *BGU* XIV 2418.16-19 (D15) and on *TAD* A2.3:11 (B3).

²² Literally, "do not put your heart behind me" (*m dit hsty.k m-si.i*); cf. A.M. Bakir, *Egyptian Epistolography*, 78-79; 104. The Aramaic Makkibanit letters regularly reassure their recipients "Do not worry about us" (see on *TAD* A2.1:7-8 [B1]).

²³ Cf. above, line 7.

²⁴ Literally, "another saying" (*ky dd*).

²⁵ The masculine proper name *Sd'* has a foreign appearance; cf., with other examples, T. Schneider, *Asiatische Personennamen in ägyptischen Quellen des Neuen Reiches* (OBO 114; Freiburg [Switzerland] - Göttingen, 1992), 196 and 332 (N 416).

²⁶ The latter four are women. Several of these individuals occur elsewhere in the corpus; cf. J. Černý, *Late Ramesside Letters*, 75-80, Nos. 17 [*'Imn-htp*]; 105 [*Hr-imn-pn'f*]; 45 [*Pi-by* or similarly]; 51 [*Pi-n-ti-wmt*]; 118 [*Sd'*]; 23 [*Iry-mwt*]; 2 [*ist*]; 37 [*Bik(t)-imn*].

²⁷ *hry šn'*, the *šn'* being not so much a "magazine" as it is often translated, but rather a "place of production for the processing of basic foodstuffs;" cf. D. Polz, *ZÄS* 117, 1990, 43-60 (the quotation p. 47; our example is missing in his list).

²⁸ "The Temple" (*t hwt*) designates the Mortuary Temple of Ramesses III in Medinet Habu; see J. Černý, *JEA* 26 (1940), 127-130. It may eventually refer also to other temples; cf. J.J. Clère, in *Ägypten und Kusch* (*Festschrift Hintze*; Berlin, 1977), 107-113.

²⁹ Or "from the enemy," which makes no difference in meaning.

SECTION C

- Internal Address II The scribe Qenkhnum³⁰ to the scribe Butehamun (and) Amenpa¹⁹nefer.³¹
- Salutation II "I speak to Amun every single day to give you life, prosperity, and health.
- Instructions IV And further: "Tell Amenpanefer to s[e]nd ²⁰a letter about what has been done,
saying: 'Let the man³² receive it from him.'"(?)³³
- SECTION D ²¹Another matter³⁴ for the scribe Butehamun (and) Heramenpenaf [...].³⁵

³⁰ The same man is also known with his fuller title of "scribe of the general;" cf. J. Černý, *Late Ramesside Letters*, 79 (125).

³¹ For the uncertain identity of this person; cf. J. Černý, *Late Ramesside Letters*, 75 (10).

³² Possibly Thutmose himself; cf. E. Wente, *Late Ramesside Letters*, 27.

³³ "him" could refer to Amenpanefer ("confusion through *oratio obliqua*;" cf. E. Wente, *Late Ramesside Letters*, 27). The whole passage is now rendered differently by E. Wente, *Letters from Ancient Egypt*, 186: "Tell Amenpanefer to write a letter. Need I mention for you to engage(?) the man to receive it for him?" The older translation seems to yield better sense, however.

³⁴ Cf. note on line 15.

³⁵ Several lines have been washed away.

A 8

P. Turin 1973

LETTER FROM NUBIAN CAMPAIGN

DATE: 28 Ramesses XI (= ca. 1073 BCE)¹
 SIZE: 18 cm wide by 22.5 cm high
 LINES: 29 (= 15, perpendicular to the fibers on the recto; 14 on verso parallel to the fibers, including 1-line address); folded from bottom to top
 PLACE: Deir el-Medineh
 PARTIES: From the scribe of the Necropolis Thutmose in Nubia to the scribe Butehamun and the songstress of Amun Shedemduat
 SCRIBE: Thutmose, the sender(?)
 PUBLICATION: J. Černý, *Late Ramesside Letters*, No. 2; E. Wente, *Late Ramesside Letters*, No. 2; E. Wente, *Letters from Ancient Egypt*, No. 311; J.J. Janssen, *Late Ramesside Letters*, Pls. 95-96

Thutmose was already in Nubia accompanying his superior (the general Paiankh [see A7]) in the Nubian campaign. He desired to get news from home, exhorted the addressees to pray to Amun to grant him safe return, and added a reminder to some workmen not to neglect some Nubian(?) policeman.

RECTO

Internal Address ¹The scribe Thutmose of the Necropolis to the scribe Buteh[amun of the Necropolis (and) the songstress of Amun Shedemduat].²
 Salutation ²"In life, prosperity, and health, (and in) the favor of Amun-Re, King of the gods, who resides in Elephantine.³ [I speak to Amun-Re, King of the gods, and (to) the gods] ³of the mountains⁴ in which I am to grant [that I may be brought back] [...] ⁵and fill (my) embrace with you⁶ while I am alive.
 SECTION A
 Report ⁴"To the effect: [...] ⁵in the fourth month of the winter season, day 21, with [me] my superior⁸ [...] ⁹safe likewise. There is no fault with them,¹⁰ the[re] is

¹ See note to Date line in *P. Turin 1972 (A7)*.

² For the parties see on *P. Turin 1972.1 (A7)*.

³ This epithet (in Egyptian *hry-ib sbw*) only means that Amun was one of the gods venerated at Elephantine. His appearance in this context is probably motivated by the Theban origin of the scribe Thutmose.

⁴ A 5th century BCE Aramaic graffito on a 12th Dynasty stela found in Wadi el-Hudi, south of Elephantine, reads, "Blessed is he who wrote this inscription before the gods of the mountain and the god of Egypt that they may grant me welfare and favor (שלם ורחמן) ...;" N. Aïmé-Giron, *ASAE* 39 (1939), 357-362.

⁵ About thirteen groups lost.

⁶ See on *P. Turin 1972.4 (A7)*.

⁷ About fifteen groups lost.

⁸ The general Paiankh, see introduction to *P. Turin 1972 (A7)*.

⁹ About fifteen groups lost.

¹⁰ It is unclear to whom the suffix might refer.

	not] [...]. ¹¹ ⁷ And I left him ¹² in Elephantine next to Hereret ¹³ in order to cause [...] ¹⁴
Welfare	⁸ "How are you? ¹⁵ How are Hemetsheri(t), ¹⁶ her ¹⁷ little girl, the scribe [...] ¹⁸ ⁹ the scribe Amenhotep, ¹⁹ Takamen the younger, Shedsumut, (and) the men who [...] ²⁰
Complaint	"What is] ¹⁰ your ²¹ spending (the time) until today without having caused (even) a single (letter)] to be brought [to me] ²²
Instructions I	Send] ²³ ¹¹ to me (about) your ²⁴ condition, whether (it is) good or bad, by the hand of the men who will co[me] [...] ²⁵ ¹² and they shall give it ²⁶ to the scribe Qenkhnum. ²⁷ He will cause it to be brought up to me [...] ²⁸ [by the hand of] ¹³ the men who come up from Elephantine. ²⁹ Indeed the ³⁰ [...] ³¹ do not [...] ³² ¹⁴ and your ³³ letter will cause my heart to be great ³⁴ (at) th[e] words [...] ³⁵ ¹⁵ beginning(?). And do not neglect them and se[nd] ...[...] ³⁶ VERSO ¹⁶ to this small girl of Hemetsheri.

¹¹ About thirteen groups lost.

¹² It is unclear to whom the suffix might refer.

¹³ Hereret (*Hrrt*, "Flower") was the wife of the general Paiankh and mother of Nedjemet. The latter was to become the wife of Paiankh's successor Herihor; cf. convincingly K. Jansen-Winkel, *ZÄS* 119 (1992), 25. For other occurrences of this lady, cf. J. Černý, *Late Ramesside Letters*, 78 (108).

¹⁴ About eight groups lost.

¹⁵ *hr* 'tn. For *hr/hy* 'k as a synonym of *hr/hy* qd.k, cf. R.A. Caminos, *Late-Egyptian Miscellanies* (London, 1954), 342; H. Buchberger, *SAK* 18 (1991), 58.

¹⁶ This woman is found frequently in these letters; cf. J. Černý, *Late Ramesside Letters*, 78 (92). She also was "songstress of Amun."

¹⁷ The suffix refers to Hemetsheri as may be concluded from line 16.

¹⁸ About eight groups lost.

¹⁹ The scribe Amenhotep and the next two persons (Takamen is a woman) appear in the same order and in identical context also in *P. Turin* 2026.7 (*Late Ramesside Letters*, No. 50).

²⁰ About eight groups lost.

²¹ Singular! So, the question is directed to Butehamun alone.

²² For a similar complaint, cf. *P. Leiden* 369.7 (*Late Ramesside Letters*, No. 1). Aramean soldiers on the road also wrote in complaint that they had not received a single letter (*TAD* A2.5:7 [B5]).

²³ I.e., write.

²⁴ Plural.

²⁵ About seven groups lost.

²⁶ The letter expected by Thutmose.

²⁷ For this person, see on *P. Turin* 1972.18 (A7).

²⁸ About five groups lost.

²⁹ Letters and personal items were regularly delivered by travelers headed in the direction of the recipient; cf. A.M. Bakir, *Egyptian Epistolography* (*BdÉ* 48; Cairo, 1970), 29-31; W. Helck, *LÄ* IV, 1080-1081; *TAD* A2.1:9-10 [A1], A2.2:12-13 [A2]).

³⁰ The plural article.

³¹ About eight groups lost.

³² Part of the lacuna indicated in the precedent note.

³³ Again singular, because the letter is supposed to be written by Butehamun himself.

³⁴ I.e. probably simply "your letter will make me happy." For this metaphor cf. E. Wente, *Late Ramesside Letters*, 20 (c).

³⁵ About eight groups lost.

³⁶ About eight groups lost.

- Instructions II "Moreover, do not [neglect taking water³⁷ to Amun of the Thrones of the] 17Two Lands,³⁸ and tell him to bring me back <from> Yar,³⁹ the (place) where I am. And [... I do not(?)]⁴⁰ 18sleep at night (and by) day, and my heart is longing for you.⁴¹ And do not [neglect taking water to] 19Amun, United with Eternity,⁴² and speak to him: 'Will you bring him⁴³ back safe?'⁴⁴ Moreover, do not [neglect sending] 20me a letter. And do not show neglect⁴⁵ to your orders [...]"⁴⁶
- SECTION B 21Another matter⁴⁷ for the workmen Amenhotep, Bak(et)amun,⁴⁸ Henutaat⁴⁹ [...].⁵⁰
- Salutation II "[I tell] 22Horus of Bak⁵¹ every single day to give you life, prosperity, and health.
- Instructions III "Please tell Amun [...],⁵² 23Amun of the Beautiful Encounter,⁵³ (and) Merit-seger⁵⁴ to bring me back alive, and I shall fill [my] embra[ce with you in the fore]court⁵⁵ 24of Amun of the Thrones of the Two Lands.

³⁷ For this restoration here and in line 18, cf. E. Wente, *Late Ramesside Letters*, 21 (d).

³⁸ Cf. on *P. Turin* 1972.9 (A7).

³⁹ *Yr*, a toponym occurring several times in these letters; cf. J. Černý, *Late Ramesside Letters*, 80 (2). As it appears in different geographical contexts, E. Wente, *Late Ramesside Letters*, 19 (j) assumed "that Yar is not a genuine geographic locality but is used figuratively, perhaps corresponding to English 'hellhole.'"

⁴⁰ About eight groups lost.

⁴¹ Or "I being anxious about you;" literally, "my heart being behind you" (*iw ḥty.i m-s.tn*). Cf. A.M. Bakir, *Egyptian Epistolography*, 78-79; 104.

⁴² I.e., Amun of the Mortuary Temple of Ramesses III at Medinet Habu.

⁴³ Literally, "me," with the usual confusion between *oratio obliqua* and *oratio recta*; cf. D. Sweeney in S. Israelit-Groll, ed., *Studies in Egyptology Presented to Miriam Lichtheim* (Jerusalem, 1990), II, 950 and n. 23.

⁴⁴ See *P. Bibliothèque Nationale* 196,III.16-17 (A9), *P. Berlin* 15607 (C20).

⁴⁵ Literally, "throw (or lay) slackness" (*ḥꜣ nni*).

⁴⁶ About eight groups lost?

⁴⁷ See *P. Turin* 1972.15 (A7).

⁴⁸ For Amenhotep and Bak(et)amun, cf. *P. Turin* 1972.15-16 (A7).

⁴⁹ A female name (*Hnwt-ḥt*).

⁵⁰ About five groups lost.

⁵¹ Horus of *Bk* (i.e. Kuban in Nubia) is also invoked in *P. BM* 10326.3 (*Late Ramesside Letters*, No. 9).

⁵² About eight groups lost.

⁵³ For this particular form of Amun in Deir el-Medineh (*Imn n ḥn nfr*) see the literature quoted by E. Wente, *Late Ramesside Letters*, 21 (i). Cf. also *P. Phillips* 7 (*Late Ramesside Letters*, No. 15); *P. Turin* 1971.6 (No. 16).

⁵⁴ Protective goddess of Deir el-Medineh, venerated in the form of a serpent. Her name means "She who loves silence."

⁵⁵ *wh* often, as in this case, designates the area in front of the pylon, which was accessible to the lay public; cf. C. Wallet-Lebrun, *GM* 85 (1985), 67-88; J. Quaegebeur in C. Cannuyer - J.-M. Kruchten, ed., *Individu, société et spiritualité dans l'Égypte pharaonique et copte. Mélanges égyptologiques offerts au Professeur Aristide Théodoridès* (Ath - Bruxelles - Mons, 1993), 204 and n. 17.

- Instructions IV ²⁵“And do not neglect the *medjai*⁵⁶ [Kasa(?)]⁵⁷ ²⁶and give him an order seeing that a matter [...] ⁵⁸ ²⁷and say to him: ‘There is no man employed(?)⁵⁹ [...]’⁶⁰ ²⁸... with my superior.⁶¹ There is no [...]”⁶²
- External Address ²⁹The scribe Tjari⁶³ of the Necropolis to the scribe B[utehamun of the Necropolis and the songstress of Amun Shedemduat].

⁵⁶ Originally an inhabitant of Medja, a region of Nubia (cf. on *P. Berlin* 8869.12 [A1] and *P. BM* 10752.IV.7 [A3]), “later semi-military desert police” (R.O. Faulkner, *A Concise Dictionary of Middle Egyptian* [Oxford, 1962], 123), not necessarily always of Nubian stock; cf. A.H. Gardiner, *Ancient Egyptian Onomastica* (Oxford, 1947), I, 73*-89*; II, 269*-272*); A. G. McDowell, *Jurisdiction in the Workmen’s Community of Deir el-Medīna* (Leiden, 1990), 51-55.

⁵⁷ This restoration was plausibly suggested by E. Wente, *Late Ramesside Letters*, 10 because of the concern expressed for a certain *medjai* Kasa (also Kasai) in *P. BM* 10326vs.5-6 (*Late Ramesside Letters*, No. 9); *P. Turin* 1971vs.5 (No. 16); *P. Turin* 2026.21-22 (No. 50).

⁵⁸ About fifteen groups lost.

⁵⁹ Or, “no man orders;” E. Wente, *Late Ramesside Letters*, 21 (m).

⁶⁰ About fifteen groups lost.

⁶¹ The general Paiankh, see on *P. Turin* 1972.4 (A7).

⁶² About fifteen groups lost.

⁶³ *Tjry* is the nickname of Thutmose, the sender; cf. J. Černý, *Late Ramesside Letters*, 79-80 (143) and E. Wente, *Late Ramesside Letters*, 7 n. 25.

A9

P. Bibliothèque Nationale 196, III
 LETTER RE CHILDREN AND FATHER,
 A SPEAR AND DATE-SYRUP(?),
 PREVIOUS LETTERS, AND AN ORACLE

DATE: 28 Ramesses XI (= ca. 1073 BCE)¹
 SIZE: 20 cm wide by 18 cm high
 LINES: 22 (= 11, perpendicular to the fibers on the recto; 11 on verso parallel to the fibers, including 1-line address); folded from bottom to top
 PLACE: Deir el-Medineh
 PARTIES: From Patahutres, the musician of the general, in Elephantine, to the scribe Butehamun and four other persons, all residing in Thebes
 SCRIBE: Not stated; probably not the sender himself²
 PUBLICATION: J. Černý, *Late Ramesside Letters*, No. 31; E. Wente, *Late Ramesside Letters*, No. 31; idem, *Letters from Ancient Egypt*, No. 321; J.J. Janssen, *Late Ramesside Letters*, Pls. 72-73

Patahutres, the "musician of the general (Paiankh)," wrote from Elephantine to the well-known scribe Butehamun (SECTION B) and four other persons, two of them women (SECTION A), in Western Thebes. Firstly, a woman was asked to take care of the children and the sender's father, to have a spear made, and to prepare a certain amount of date-syrup(?). Secondly, Butehamon was informed about some previous letters which Patahutres had received from the addressee's father. The details are not very clear, but we gather that the god Khnum was questioned about the welfare of someone and gave a positive reply.

RECTO

Internal Address ¹The musician³ of the general⁴ Patahu[tres]⁵ to [...]⁶ ²[... of]⁷ Amun, the scribe Butehamun⁸ [...],⁹ ³the ...¹⁰ Akhmenu, the craftsman [...],¹¹ [the chantress of

¹ See note to Date line in *P. Turin* 1972 (A7).

² Cf. below on line 15, where there is an indirect allusion to a scribe commissioned by the sender.

³ I assume that *hsw*, "singer" is here rather to be taken in a wider sense as "musician;" its bearer would then have been a member of general Paiankh's "military chapel." Perhaps he was a drummer accompanying his lord in war as did a certain Emhab earlier in the Second Intermediate Period (cf. J. Baines, *JEA* 72 [1986], 41-53); cf. Bohairic-Coptic $\rho\omega\epsilon$ "drum;" W.E. Crum, *A Coptic Dictionary* (Oxford, 1939), 710a. For evidence of "military music" in Egypt, cf. E. Hickmann, *LÄ* IV, 239-241.

⁴ Paiankh; see on *P. Turin* 1972.4 (A7).

⁵ This individual wrote also *Late Ramesside Letters*, No. 17 (*P. Geneva* D 192) to Butehamun's father Thutmose. He is mentioned as one of the addressees in *Late Ramesside Letters*, No. 8 (*P. Geneva* D 407). For the name ("He of the Temple [of Medinet Habu] is vigilant") and similar formations, cf. E. Edel, *Enchoria* 18 (1991), 179-182.

⁶ Nearly a half line lost.

⁷ About two groups lost.

⁸ See on *P. Turin* 1972.2 (A7).

⁹ A half-line lost.

¹⁰ A sign following a lacuna and read *mḥnk* "confidant" by E. Wente, *Late Ramesside Letters*, 67 (b) "with great hesitation." As this title occurs to the best of my knowledge only in the Old (and Middle) Kingdom and the Saite Period (usually with additional *nsw* "of the king;" cf. among others R. Sayed, *Documents relatifs à Saïs et ses divinités* [BdÉ 69; Cairo, 1975], 83 [f]; H. Altenmüller, *BSEG* 9/10 [1984/85], 24-25; 27) this proposal is highly dubious. One might think of the Hermonthite priestly title

Amun-Re], ⁴King of the Gods, Hem(et)sheri(t), (and) the chan[tress of Amun Shedemduat].¹²

Salutation “[In life, prosperity, and health and in the favor of] ⁵Amun-Re, King of the Gods. To this effect: I speak ⁷everyday ⁵to Amun-Re-Harakhty, when he r[ises] and ⁶sets, to Khnum, Satis, Anukis, and all gods of Elephantine to grant ⁷you life, prosperity, and health, a long life and a great and beautiful old age.

SECTION A

Instructions I “And further: ⁸You¹³ shall look after the children.¹⁴ Do not do wron[g] ⁹to them, and do not neglect my father.¹⁵

Instructions II “And you shall ¹⁰cause this spear¹⁶ which (I) said ‘Let it be made’ to be made,
Instructions III ¹¹“and cause some date-(syrup?)¹⁷ to be made so that it makes **VERSO** ¹²one *mdqt-jar*¹⁸ (full) before his¹⁹ arrival.²⁰

SECTION B

Report I A matter²¹ for the scribe Butehamun.
¹³“To this effect: Your father²² has caused the letter²³ to be brought to me, saying, ‘Cause ¹⁴them²⁴ to take it to you.’²⁵ And he sent²⁶ to me, saying, ‘As for all letters which your ¹⁵brother²⁷ ¹⁴caused ¹⁵to be brought to me, your name²⁸ is on

hnk(-nww) now briefly discussed by H. De Meulenaere, *BO* 48 (1991), 466, but this is not very convincing either. In the other places where this individual seems to occur (cf. J. Černý, *Late Ramesside Letters*, 75 [1]) he is not given any title at all.

¹¹ About one-quarter line lost.

¹² Restoration according to *P. Geneva D 192.2 (Late Ramesside Letters, No. 17)*.

¹³ Here and in lines 10-11 a woman, probably either Hemsheri or Shedemduat, is addressed.

¹⁴ Identical instructions appear in the 5th century BCE Aramaic letters (*TAD A 2.7:2-3 [B7]*).

¹⁵ The name of the father of Patahutres is nowhere indicated.

¹⁶ This was probably to be used in the Nubian campaign of the general Paiankh; cf. other references to spears in *P. Geneva D 407*, note on top of recto (*Late Ramesside Letters*, No. 8); *P. BM 10326vs.8* (No. 9); *P. Bibliothèque Nationale 196,II.5-10* (No. 10); *P. Turin 1971.14vs.5* (No. 16). Spears were employed both in warfare and in hunting; cf. W. Decker, *LÄ V*, 1124-1125.

¹⁷ E. Wente translates *hnr* “confections,” but see P.J. Frandsen, *An Outline of the Late Egyptian Verbal System* (Copenhagen, 1974), 144 (Ex. 18) and 277, n. 16.

¹⁸ For this term (Babylonian *maziqda*), cf. J. Quaegebeur, *Ancient Society* 21 (1990), 254-258; J.E. Hoch, *Semitic Words in Egyptian Texts of the New Kingdom and Third Intermediate Period* (Princeton, 1994), 180 (243).

¹⁹ Does this refer to the general Paiankh?

²⁰ *r-hnt.f*, literally “before him.”

²¹ Literally, “speaking to.”

²² The scribe of the necropolis Thutmose; cf. on *P. Turin 1972.1 (A7)*.

²³ We are not told any details about this previous letter.

²⁴ This expresses perhaps passive meaning; cf. E. Wente, *Late Ramesside letters*, 68 (h).

²⁵ I.e., to Butehamun, to whom Patahutres was expected to forward the said letter.

²⁶ I.e., wrote.

²⁷ I.e., Butehamun. “Brother” need not always be taken in a literal sense; it may eventually also be applied to members of the same generation or also “colleagues;” cf. e.g. M. L. Bierbrier, *JEA* 66 (1980), 104; H.-W. Fischer-Elfert, *Die satirische Streitschrift des Papyrus Anastasi I. Übersetzung und Kommentar (ÄgAbh 44; Wiesbaden, 1986)*, 29 (a). Cf. for this use also Leather Roll *P. Berlin 10470.II.x+7 (A2)*; and see on *TAD A2.1:2 (B1)*.

²⁸ I.e., Patahutres, to whom Thutmose had forwarded Butehamun's letters. “Your name is on them” (*rn.k r.w*) seems to imply, “You are the addressee of all those letters.” See the Aramaic statement “a letter you have not sent in his name” (*TAD A2.3:5-6 [B3]*).

	them,' (so) he said. 'Have one of them made ²⁹ so that ¹⁶ it can be taken to him,' ³⁰ (so) he said.
Report II ³¹	"Now, I have caused him ³² to be laid before Khnum. ³³ He ³⁴ said 'He will ¹⁷ prosper,' (so) he said to the songstress of Amun [Tui]a(?) and the scribe Hori. It i[s] ¹⁸ every brother of mine who turns the face ³⁵ (to) my ³⁶ [...] ³⁷ to them.
Instructions IV	"Receive Taimedja ³⁸ [...] ³⁹ ²⁰ [send to me] ⁴⁰ about the children [...] ⁴¹ ²¹ before Khnum. ⁴² He ⁴³ has said, 'I shall seek(?) ⁴⁴ [...]." ⁴⁵
External Address	²² The musician Patahutres [...]. ⁴⁶

²⁹ The reading *im iry.tw w^c im* (instead of *im iry w^c im* which underlies E. Wente's translation of the whole sentence "Have someone there take them to him") is due to D. Sweeney; see next note. If correctly understood, this means that Patahutres shall reply to one of the aforesaid letters. The passive construction ("have one of them made") seems to imply that Patahutres was to make use of the services of a professional scribe.

³⁰ I.e., Butehamun. Cf. line 2 and note on *P. Turin* 1972.1 (A7). For the interpretation of personal pronouns in the quotations of Report I, cf. D. Sweeney in S. Israelit-Groll, ed., *Studies in Egyptology Presented to Miriam Lichtheim* (Jerusalem, 1990), II, 965-966.

³¹ This may be closely linked to Report I and should perhaps not be separated from it.

³² I.e., presumably Butehamun's father Thutmose; cf. line 13. "Him" is a brachylogy for "his matter" or concretely, "his document;" cf. next note. Other examples for "to lay (someone) before the god" are to be found in *P. BM* 10326.16-17 (*Late Ramesside Letters*, No. 9); *P. Turin*, unnumbered. 10 (No. 13); *P. BM* 10417 vs.3 (No. 14).

³³ The meaning of the sentence is that an oracular question (or rather two, as usually formulated in positive and negative manner) was presented to the god; cf. J. Černý in R. A. Parker, *A Saite Oracle Papyrus from Thebes in the Brooklyn Museum* (Providence, 1962), 45. For *wih m-bih* in this context, cf. also J.-M. Kruchten, *Le grand texte oraculaire de Djéhoutymose* (*Monographies Reine Élisabeth* 5; Brussels, 1986), 80; 81; 89. For other oracles among our documents see *P. Turin* 1973.19 (A8) and *P. Berlin* 15607 (C20).

³⁴ The god Khnum.

³⁵ For *wih hr*, cf. R.O. Faulkner, *JEA* 31 (1945), 41 (8) (in the "Installation of the Vizier," line 3); J.F. Borghouts, *OMRO* 51 (1970), 42.

³⁶ Plural possessive article of first person singular (*ny.i*).

³⁷ A half-line lost.

³⁸ Some unknown woman. Usually this is taken as a personal name, but perhaps we should translate "this *medjai*-woman;" cf. on *P. Turin* 1973.25 (A8).

³⁹ A half-line lost.

⁴⁰ Mostly lost.

⁴¹ A half-line lost.

⁴² Apparently another oracle question is referred to; cf. M. Römer, *Gottes- und Priesterherrschaft in Ägypten am Ende des Neuen Reiches* (ÄAT 21; Wiesbaden, 1994), 512.

⁴³ I.e., Khnum, who surely consents to a previous request.

⁴⁴ For *wih* "to examine (a matter)" with reference to the god (as subject), cf. J.-M. Kruchten, *Le grand texte oraculaire*, 83-86.

⁴⁵ A half-line lost.

⁴⁶ A half-line lost.

A10

P. Berlin 10456

("Papyrus Rubensohn")

MEDICAL PRESCRIPTIONS

DATE:	Ca. 3 rd century BCE
SIZE:	14 cm wide by 24 cm high
LINES:	20, parallel to the fibers on the recto ¹
PROVENANCE:	Elephantine
SCRIBE:	Not stated
PUBLICATION:	W. Westendorf in <i>Festschrift Ägyptisches Museum Berlin</i> (Berlin, 1974), 247-254, Pl. 33; physical description and summary of contents G. Burkard - H.-W. Fischer-Elfert, <i>Ägyptische Handschriften</i> , Teil 4 (Stuttgart, 1994), 220-221, No. 328

This important fragment (there are others in Berlin which have not yet been published) occupies a singular place among the documents presented in our anthology. Unfortunately, the right part of the papyrus is lost, and therefore hardly a single prescription is completely preserved. The extant remains show clearly, however, that the prescriptions were mostly destined for treating cough.² Interestingly enough, cough was considered a disturbance of the inner organs and treated as such.

Language and structure of this very late medical text conform to old traditions, but the orthography widely reflects contemporaneous usage. The manuscript testifies to the fact that Egyptian medicine³ did not, in the Late Period, degenerate into pure magic but developed further along "scientific" lines.⁴ For the time being, it is not yet possible, however, to appreciate exactly the impact of Pharaonic upon Coptic medicine.

Prescription x+1 ¹[...] sweet beer, 25 ro,⁶ [...] to be cooked, to be mashed, to be drunk for 4 days.⁸ If he does not feel better on account of it, you shall do fo[r h]lim ²[...] do not give (too) much [...]⁹ As to this remedy, it is not useful to give fat

¹ Information supplied by Ingeborg Müller of the Staatliche Museen zu Berlin.

² The older prescriptions against cough are conveniently assembled in H. Grapow, ed., *Grundriß* (see next note), vol. 4 (Berlin, 1958), 161-168 (translation); vol. 5 (Berlin, 1958), 283-294.

³ The fundamental work on this subject is H. Grapow, ed., *Grundriß der Medizin der Alten Ägypter*, 9 volumes (Berlin, 1954-1973). Intended for the general reader is the book of W. Westendorf, *Erwachen der Heilkunst. Medizin im Alten Ägypten* (Zurich - München, 1992); he is one of the best experts in this field.

⁴ Cf. especially the notable collection of prescriptions fragmentarily preserved in the demotic Vienna Medical Papyrus of the Roman Period, E.A.E. Reymond, *A Medical Book from Crocodilopolis. P. Vindob. D. 6257 (Mitteilungen aus der Papyrussammlung der Österreichischen Nationalbibliothek)*, vol. X; Vienna, 1976). A highly important production of the Late Period is a treatise on serpents and serpent bites in hieratic writing; see S. Sauneron, *Un traité égyptien d'ophiologie. Papyrus du Brooklyn Museum N° 47.218.48 et .85* (Cairo, 1989), which inevitably includes some magical sections.

⁵ The extent of the lacuna in the beginning of each line cannot be determined.

⁶ Underlining is used for words written in red. One *ro* (*rs*) was the 320th part of the *heqat* (*ḥqt*; a grain-measure equivalent to about 4.50 liters), i.e. ca. 0.014 liters.

⁷ About three groups lost.

⁸ Lit. "on 4 days" (*r hrw 4*). Four days was the usual duration of treatment; cf. W. Westendorf, *Erwachen der Heilkunst*, 57.

⁹ About two or three groups lost.

- Prescription x+II ³[...] his cough which is [...]¹⁰ [expect]orations(?) of vomit because of his/its¹¹ coming while [...]¹² [folod(?) in [his] throat
- Prescription x+III ⁴[...] collection of prescriptions¹³ of the physician: flour of wheat, $\frac{1}{4}$;¹⁴ flour of barley, $\frac{1}{4}$; flour of dates,¹⁵ $\frac{1}{8}$; *gengenet*,¹⁶ $\frac{1}{8}$; goose-fat, $2 \frac{1}{2}$ *ro*;
- Prescription x+IV ⁵[... *he*]at(?): *gengenet*, $\frac{1}{8}$; flour of wheat, $\frac{1}{4}$; flour of dates, $\frac{1}{4}$; flour of barley, $\frac{1}{8}$; gum-resin, $\frac{1}{4}$ (?)⁶[...] to be cooked; to be exposed to dew in night; to be taken thereof 10 *ro*; to put on it *gengenet*, $\frac{1}{8}$, (and) goose-fat, $\frac{1}{8}$; honey, $\frac{1}{8}$; to be mashed ⁷[...] honey, $\frac{1}{8}$; to be drunk for 4 days in finger's warmth.¹⁷
- Prescription x+V Another (remedy) for the liver(?): *gengenet*, $\frac{1}{4}$; flour of
- Prescription x+VI ⁸[...] remedy for expelling cough in the breast: *nehedet*(?),¹⁸ $\frac{1}{8}$; to be ground fine over sweet beer, 20 *ro*;
- Prescription x+VII ⁹[... another (remedy) for expelling cough of the lungs: ochre,¹⁹ $\frac{1}{32}$; gum-resin, $\frac{1}{32}$; leaves²⁰ of Nile acacia,²¹ $\frac{1}{32}$; incense ¹⁰[...],²² $\frac{1}{4}$; to be cooked; to be eaten for 4 days.
- Prescription x+VIII Remedy for expelling the cough: flour of *pesedj*²³ [...], $\frac{1}{8}$; dates ¹¹[...], $\frac{1}{8}$; fruits of juniper, $\frac{1}{16}$; honey, $\frac{1}{32}$; m[ilk](?), 25 *ro*; to be mashed; [to be drunk fo]r 4 [d]ays.
- Prescription x+IX Another (remedy): minium²⁴ of ¹²[Geheset ...] for 4 days.
- Prescription x+X Another (remedy) of expelling cough in the breast (and in) the lungs: [minium(?) of] Geheset;²⁵ to be ground fine
- Prescription x+XI ¹³[... Remedy for ...] the heart: fresh dates, $\frac{1}{8}$; honey, $\frac{1}{8}$; water; [to be mashed; to be drunk fo]r 4 [day]s.
- Prescription x+XII Another (remedy): dry dates, $\frac{1}{8}$

¹⁰ One group lost.

¹¹ It is not clear whether the pronoun refers to the patient or to the vomit.

¹² About two groups lost.

¹³ "Collection of prescriptions" as a rendering of *dmd(t)*; cf. S. Schott, *Bücher und Bibliotheken im Alten Ägypten. Verzeichnis der Buch- und Spruchtitel und der Termini technici* (Wiesbaden, 1990), 533 (index).

¹⁴ For the interpretation of the fractions, cf. W. Westendorf, *Erwachen der Heilkunst*, 62-63; 261.

¹⁵ For dates in Egypt, cf. A. Spalinger, *SAK* 15 (1988), 255-276.

¹⁶ This drug (*gngnt*), which was used exclusively as internal purgative cannot be identified; cf. H. v. Deines - H. Grapow, *Wörterbuch der ägyptischen Drogennamen* [Berlin, 1959], 538-539; R. Germer, *Untersuchung über Arzneimittelpflanzen im Alten Ägypten* (Hamburg, 1979), 340-341.

¹⁷ I.e., not too hot and not too cold; cf. W. Westendorf, in *Fs Äg. Mus. Berlin*, 252 (k).

¹⁸ The identification of *nḥdt*, if the reading be correct, is wholly uncertain; cf. R. Germer, *Arzneimittelpflanzen*, 178-179.

¹⁹ *sty*; cf. H. v. Deines - H. Grapow, *Drogennamen*, 467-469.

²⁰ Read *drđ*; cf. H. v. Deines - H. Grapow, *Drogennamen*, 601-603.

²¹ *šndt*, *Acacia nilotica*; cf. R. Germer, *Arzneimittelpflanzen*, 34-37; *eadem*, *Flora des pharaonischen Ägypten* (Deutsches Archäologisches Institut Kairo, Sonderschriften, vol. 14; Mainz, 1985), 90-91.

²² The "pot" determinative is preserved; so some liquid was mentioned.

²³ For *psđ*, cf. R. Germer, *Arzneimittelpflanzen*, 271-275 (not to be defined).

²⁴ *prš*; cf. H. v. Deines - H. Grapow, *Drogennamen*, 203-204.

²⁵ *Gḥst*; cf. W. Westendorf, in *Fs Äg. Mus. Berlin*, 252 (q).

- Prescription x+XIII ¹⁴[... Remedy for a man who is suffering from cough, his voice being hoar[s]le: dates, 1/32; shenfet²⁶ ¹⁵[...] fat, as they²⁷ are fresh; to be taken and a portion thereof to be chewed in finger's warmth
- Prescription x+XIV ¹⁶[.....]... lungs: wine, 2 1/2 ro; salt of Lower Egypt, 1/64; to be drunk in the morning; to be vomited at noon
- Prescription x+XV ¹⁷[...] of the flesh of a bull and(?) the tripe (of the bull); then he who is suffering from heat²⁸ shall drink it.
- Prescription x+XVI Another (remedy): milk, 25 ro; colocynths²⁹ ¹⁸[...], 1/64; cumin, 1/64; goose-fat, 1/8; sweet beer, 25 ro; honey, 1/16; to be cooked, to be mashed; to be drunk for 4 days.
- Prescription x+XVII Another (remedy): ochre, 1/32 ¹⁹[...] to be mashed; to be drunk for 4 days.
- Prescription x+XVIII Another (remedy): nesti,³⁰ 1/8; incense, 1/64; cumin, 1/64; figs, 1/8; ished-fruit³¹ ²⁰[...], 1/8; to be ground fine; to be joined therewith.
- Prescription x+XIX Another (remedy): groats³² of wheat, 1/8; gi,³³ 1/8.

²⁶ Some kind of fruit; cf. H. v. Deines - H. Grapow, *Drogennamen*, 498-499; R. Germer, *Arzneimittelpflanzen*, 328-330; E. Edel, *Die Felsengräber der Qubbet el Hawa bei Assuan*, II/1,2 (Wiesbaden, 1970), Text, p. 25 (18).

²⁷ Perhaps the fat drugs, as supposed by W. Westendorf, in *Fs Äg. Mus. Berlin*, 253 (v).

²⁸ *hry n srf*; cf. W. Westendorf, in *Fs Äg. Mus. Berlin*, 253 (aa).

²⁹ W. Westendorf, in *Fs Äg. Mus. Berlin*, 253 (bb) is certainly right in comparing *krkr* with *krk* in the Medical P. *Hearst* and in proposing the reading *krkr* for the drug name hitherto transcribed *ktkt* (cf. H. v. Deines - H. Grapow, *Drogennamen*, 531; the latter reading still in R. Germer, *Arzneimittelpflanzen*, 367). Cf. similarly with full and partial reduplication *krkr*, *krkr* "couch, divan" (J.E. Hoch, *Semitic Words in Egyptian Texts of the New Kingdom and Third Intermediate Period* [Princeton, 1994], 333-335 [486]). The demotic plant name (cf. *Demotisches Namenbuch*, 5th fascicle [Wiesbaden 1985], 384) *glg* is not to be separated from *krk/krkr* in the medical papyri. The identification with *Citrullus colocynthis* (a very efficient purgative) as against *qirt* "carob" (not "colocynth", as often believed) was proposed by S. Aufrère, *BIFAO* 83 (1983), 31 and n. 4. So, there is no longer any need to be astonished at its alleged absence in *P. Berlin* 10456 (cf. W. Westendorf, in *Fs. Äg. Mus. Berlin*, 253).

³⁰ A kind of grain fruit.

³¹ *išd* is *Balanites aegyptiaca* (in Arabic *labab*) and its fruit, not *Mimusops schimperi* (perseae); cf. R. Germer, *Flora*, 98-100; N. Baum, *Arbres et arbustes de l'Égypte ancienne* (OLA 31; Leuven, 1988), 263-275.

³² *by*; cf. H. v. Deines - H. Grapow, *Drogennamen*, 154-155; R. Germer, *Arzneimittelpflanzen*, 307.

³³ *gy* (often transcribed *gyw* or similarly) is some aromatic herb; cf. H. v. Deines - H. Grapow, *Drogennamen*, 533-534; R. Germer, *Arzneimittelpflanzen*, 203-209. It was used also in the preparation of *kyphi* (a kind of incense used in temple ritual); cf. J.-Cl. Goyon, in *Mélanges Adolphe Gutbub* (Montpellier, 1984), 77-86. See also P. Koemoth, *Osiris et les arbres (Aegyptiaca Leodiensia* 3; Liège, 1994), 30-31.

THE ARAMAIC TEXTS

Bezalel Porten

INTRODUCTION

The Aramaic papyri from Elephantine/Syene span no more than a century. They were written during the period of Persian domination when Aramaic was the *lingua franca* of the Empire. The earliest is a packet of seven or eight letters of the Aramean family of Makkibanit, written at the turn of the sixth/fifth century BCE from Memphis to Luxor and Syene.¹ The latest is an equal number of communal letters and contracts, written by Jews in the closing years of the fifth century — from 407 until 400 BCE.² These 52 documents constitute virtually all the intact Elephantine Aramaic letters and contracts. They were written by native speakers of the language, skilled scribes who were writing not only for Jews and Arameans but also for other settlers from the east whose shared language became Aramaic. These included Babylonians, Bactrians, Caspians, Khwarezmians, and of course Persians and Medes. Excluded from this collection are lists and accounts, literary and historical works³ which are sparsely paralleled among the Egyptian and Greek texts. Most of the documents are divided among the museums of Berlin, Brooklyn, and Cairo with single pieces in Padua and Strasbourg.

Letters

Three types of letters are considered here: the family letter represented by the "Hermopolis papyri"⁴ and two Elephantine specimens,⁵ the personal business letter,⁶ and the administrative letter to and from the court of the satrap Arsames.⁷

¹ TAD A2.1-7 (B1-7).

² TAD A4.7-8 (B19-20); B3.10-13 (B43-46), B7.2 (B50); 4.6 (B51).

³ See TAD C.

⁴ TAD A2.1-7 (B1-7).

⁵ TAD A3.3, 8 (B8-9).

⁶ TAD A3.10 (B12).

⁷ TAD A6.1-2 (B10-11).

Private Letters

Called the Hermopolis papyri after the site of their discovery, these eight letters were abandoned by their bearer in a jar in the Ibieion at Tuna el-Gebel and discovered intact in 1945. Seven of them were written by the same scribe on successive sheets of a single roll for the half-brothers Makkibanit and Nabushezib (Nabusha) to their family in Luxor⁸ and Syene.⁹ The eighth letter was written by a different scribe for a different family and intended for Luxor.¹⁰ Found rolled up, folded in half, tied, and sealed, these unopened and undelivered letters provide valuable information on the papyrological aspects of epistolography. Most importantly, they reveal the needs and concerns of a family of culturally and onomastically assimilated Aramean soldiers whose members were located in Memphis, whence the letters were sent, and in Luxor and Syene. The identity of the correspondents is evident from their names and the gods they invoked. The letters to Syene opened with greetings to the temples of Bethel and the Queen of Heaven,¹¹ Banit,¹² and Nabu¹³ and blessed their recipients by Ptah, the titular deity of Memphis. This Babylonian-Aramean-Egyptian ambiance is confirmed by their names. Many, mostly male, are Aramaic — Aḥatsin, Akbah, Anathi, Atardimri (Atardi), Banitsar, Bethelnathan, Bethelshezib, Eder, Jakeh, Makkibanit (Makki), Nabunathan, Nabushezib (Nabusha), Nanaihem, Reia, Shail;¹⁴ — but most are Egyptian, particularly the female ones (marked with *) — Ḥarwodj, Peṭeamun, Peṭeḥortais, Peṭekhnum, Pasai, Psami, Waḥpre; *Esereshut, *Eswere, *Heriuṭo, *Kiki, *Shepneit, *Tabi, *Tapemet, *Tarou, *Tashi, and *Teṭosiri. Whenever a name was accompanied by a patronym it was mixed — Akbah son of Waḥpre, Banitsar son of *Tabi, Eder son of Pasai, Ḥarwodj son of Bethelshezib, Makkibanit son of Psami, Nabusha son of Peṭekhnum, and Psami son of Nabunathan. The only Hebrew name among these was Shabbethai son of Shug,¹⁵ but there is good reason to believe that he was not Jewish.¹⁶ Yet like their Jewish compatriots they were probably soldiers, receiving a government salary. The manner and timeliness of the payment was a matter of great concern to the soldiers and their families.¹⁷

The relationship of the correspondents one to another is not easy to determine and different genealogical lines have been reconstructed. Makkibanit son of Psami addressed his father both as “my lord ... your servant” and as “my father”¹⁸ while Nabushezib son of Peṭekhnum addressed Psami as “my father ... your servant.”¹⁹

⁸ TAD A2.5-6 (B5-6).

⁹ TAD A2.1-4 (B1-4). The eighth letter in the original publication was also meant for Syene, but only its lateral extremities are preserved and so it was not included in this collection.

¹⁰ (TAD A2.7 [B7]).

¹¹ TAD A2.1:1 (B1).

¹² TAD A2.2:1 (B2), 2.4:1 (B4).

¹³ TAD A2.3:1 (B3).

¹⁴ There is one Akkadian name — Sharrudur (TAD A2.3:3 [B3]).

¹⁵ TAD A2.1:10 (B2).

¹⁶ See B. Porten, *JNES* 28 (1969), 117 and the Shabbethai whose name was inscribed on an Egyptian sarcophagus discovered at Aswan (W. Kornfeld, *WZKM* 61 [1967], 9-13).

¹⁷ TAD A2.3:8 (B3), 3.3:4 (B8).

¹⁸ TAD A2.4:1, 14 (B4), 2.3:14 (B3).

¹⁹ TAD A2.1:10 (B1).

Both men called Mama "my mother."²⁰ If the designations were not honorific titles, then Makkibanit and Nabushezib were stepbrothers. But other letters were addressed, for example, "To my sister Nanaihem from your brother Nabusha,"²¹ "To my sister Tashi from your brother Makkibanit,"²² "To my sister Reia from your brother Makkibanit,"²³ and "To my sisters Tarou and Tabi from your brother Nabusha and Makkibanit."²⁴ No wives, only sisters? Fluid as they were, the designations "sister" and "brother" often hid rather than revealed true identity. One Hermopolis letter was addressed on the inside "To my mother Atardimri from your brother Ami" and on the outside "To my sister Atardi, from your brother Ami."²⁵ Elsewhere, a father wrote on the inside "To my son Shelomam from your brother Osea" and on the outside "To my brother Shelomam son of Osea, your brother Osea son of Pet[...]."²⁶ Often "brother" was simply a peer address, as in "To my brother Haggus son of Hodo, your brother Hosea son of [Nathan];"²⁷ "To my brothers Hori son of Kamen and Pešemachis, your brother Spentadata son of Fravartipata."²⁸

The Jews and Arameans were mobile, traveling back and forth, sometimes on military duty, between Elephantine and Abydos,²⁹ Thebes,³⁰ and Memphis;³¹ and upstream between Migdol and Elephantine³² or between Memphis and Syene.³³ Being away from home created needs, opportunity, and anxiety. The correspondents were always asking for things — castor oil, vessels, garments. When they did not get what they wanted they complained: "And now, you should know that nothing is brought to us from Syene."³⁴ And when they wanted something, they wanted it without delay: "And when this letter shall reach you, do not stand (still). Come down to Memphis immediately."³⁵ But they were generous in acquiring things for their family back home: "And now, whatever you desire, send (word) to me."³⁶ The items to be shipped upstream were of the same kind as those requested, though different in specifics, e.g. olive oil and perfumed oil, "colored cloth," "a pretty vessel." But absence did take its toll: "And now, from the day that you went on that way, my heart is not good [= I am unhappy]. Likewise, your mother."³⁷ Problems left behind remained to be solved and the writers were always issuing instructions to do this or not to do that. But the overriding concern was for the welfare of those back home.

²⁰ TAD A2.1:13-14 (B1), 2.4:2 (B4).

²¹ TAD A2.1:1-2 (B1).

²² TAD A2.2:1 (B2).

²³ TAD A2.3:1 (B3).

²⁴ TAD A2.5:1 (B5).

²⁵ TAD A2.7:1, 5 (B7).

²⁶ TAD A3.3:1, 14 (B8).

²⁷ TAD A3.8:1, 15 (B9).

²⁸ TAD A3.10:1, 15 (B12).

²⁹ TAD A4.3:3 (B15).

³⁰ TAD A4.4:4-5 (B16).

³¹ TAD A4.2:11 (B14).

³² TAD A3.3:1, 4 (B8).

³³ TAD A2.3:8-9 (B3).

³⁴ TAD A2.5:2-3 (B5).

³⁵ TAD A3.8:6-7 (B9).

³⁶ TAD A2.4:7 (B4).

³⁷ TAD A3.3:2 (B8).

Each of the Makkibanit letters sent greetings to different individuals and concluded with the formula "(To inquire) about your welfare I sent this letter."

Business and Administrative Letters

A business letter from a Persian boatowner, instructing two Egyptian lessees or servants on the handling of the ship and the disposition of funds and grain, still addressed them as "brothers" and opened the letter with a salutation familiar from family letters but also found in an administrative letter.³⁸ The latter was sent in the winter of 427 BCE to Arsames by a battery of officials, a Persian herald and judge, and two Egyptian scribes, each official accompanied by his colleagues. It shows the bureaucracy hard at work over some undefined "share."³⁹ In turn, from the winter of 411 BCE, there is a long letter of Arsames to an Egyptian overseer, tracing the bureaucratic trail followed in the reporting and inspecting (by the Aramean foremen and the accountants) of a boat in need of repair, and authorizing the disbursement to the Egyptian carpenter of a dozen categories of items needed for the task. The transaction was approved in the court by the Jewish Chancellor Anani, the letter written by the Aramean scribe Nabuakab, and its receipt acknowledged in an Aramaic scribble and in terse demotic by the Egyptian scribe Sasobek.⁴⁰

Archives

Three archives have emerged from Elephantine: two family archives with eleven and thirteen legal documents respectively and one communal archive consisting of ten letters and one list. As noted, each of the family archives was acquired virtually intact on the antiquities market, while the communal archive was uncovered in excavations.

The Jedaniah Communal Archive

The leader of the Jewish community at the end of the fifth century BCE was Jedaniah son of Gemariah, probably a cousin of the two sons of the woman Mibtahiah whose private archive appears herein.⁴¹ Eleven documents of the communal archive have been brought together because they were addressed to Jedaniah,⁴² were written by/for him,⁴³ or concern events in which he was involved.⁴⁴ Historically, this composite archive is of inestimable significance. It opened in 419 BCE with a fragmentary letter from an unknown Hananiah reporting a (missing) directive of Darius II to Arsames and instructing Jedaniah "and his colleagues the Jewish troop" on the proper

³⁸ TAD A3.10 (B12).

³⁹ TAD A6.1 (B10).

⁴⁰ TAD A6.2 (B11).

⁴¹ TAD B2.1-11 (B23-33).

⁴² TAD A4.1-3 (B13-15).

⁴³ TAD A4.7-8, 10 (B19-20, 22). The Collection Account (TAD C3.15) is not included here.

⁴⁴ TAD A4.4-6, 9 (B16-18, 21).

observance of the Passover.⁴⁵ It closed some dozen years later with an abridged draft letter of Jedaniah and his four named colleagues, probably to the same Arsames, offering a handsome bribe and accepting certain restrictions if the reconstruction of their Temple be authorized.⁴⁶ The center piece is an elegantly written and rhetorically stylized draft petition, in two copies, the second revised, addressed to the Persian-named, but probably Jewish, governor of Judah, seeking his written intercession with the Persian authorities for the Temple's reconstruction.⁴⁷ Hananiah's festal letter combined known provisions from the written Torah on cessation of work on the first and last days of Passover and abstention from the consumption of leaven throughout the seven-day festival with such provisions from a developing oral Torah as the prohibition of fermented drink, the obligation of purity, and the authorization of the storage of leaven in sealed chambers during the festal week. Whoever he may have been, whether a representative of Jerusalem or a delegate from the Persian court, Hananiah's arrival in Egypt stirred up the Khnum priests on the island of Elephantine against the Jewish Temple. In a letter of recommendation on behalf of two Egyptians who had extricated the scribe Mauziah son of Nathan from a tight situation in Abydos, he wrote to Jedaniah, "To you it is known that Khnum is against us since Hananiah has been in Egypt until now."⁴⁸ Other letters intimated that both sides presented their claims before the Persian authorities in Thebes and Memphis — the Egyptians "act thievishly"⁴⁹ — and reported how the Jews took things into their own hands and pillaged Egyptian homes, for which they were imprisoned and forced to pay heavy reparations.⁵⁰

As indicated, the petition to Bagavahya, the governor of Judah, was carefully written, and rewritten, to secure the desired goal. It opened with an extraordinary fourfold salutation (welfare, favor, longevity, happiness and strength) intended as ingratiating and concluded with a threefold blessing (sacrifice, prayer, and merit) offered as reward for positive response. The body of the letter reported a plot between the Egyptian priests and the local governor Vidranga, who issued a written authorization to his son Naphaina, the troop commander, to destroy the Jewish Temple. The magnificent building, with its stone pillars and gateways and cedar roof, was demolished and its treasures pillaged. In response to the destruction, the Jews fasted and prayed for the downfall of their nemesis. Though he was duly punished and the other perpetrators executed, the authorities failed to authorize the Temple's reconstruction. The petitioners emphasized in their letter that the Temple had been built under native pharaonic rule and was untouched by the Persian conqueror Cambyses (525 BCE), who overturned local Egyptian shrines. They cleared the satrap Arsames of any implication in the affair and noted that they had also reported the whole matter to the authorities in Samaria.⁵¹ Instead of the requested written reply, the archive held a memorandum of an instruction issued

⁴⁵ TAD A4.1 (B13).

⁴⁶ TAD A4.10 (B22).

⁴⁷ TAD A4.7-8 (B19-20).

⁴⁸ TAD A4.3:7 (B15).

⁴⁹ TAD A4.2:5 (B14).

⁵⁰ TAD A4.4 (B16).

⁵¹ TAD A4.7-8 (B19-20).

jointly by Bagavahya and Delaiah, son of the governor of Samaria, Sanballat, who had been the mortal enemy of Nehemiah, the predecessor of Bagavahya.⁵² The recipients were authorized to recite before Arsames that the Temple should be rebuilt on its site and (only) incense and meal-offering be made there. The requested burnt-offering was passed over in silence.⁵³ Accepting this restriction, the five Jewish leaders, with Jedaniah at their head, offered the unknown "lord," probably Arsames, 1000 ardabs of barley and an unknown amount of silver if he would authorize the Temple's reconstruction.⁵⁴ Evidence from the final document in the Anani family archive indicates that the Temple may have been rebuilt after all.⁵⁵

The Mibtahiah Family Archive

Prosopographical study suggests that Mib/ptahiah daughter of Mahseiah son of Jedaniah was the aunt of the Jewish leader Jedaniah. Her archive of eleven documents spans a period of just over sixty years and covers three generations.⁵⁶ Opening in 471 BCE, it closed just months before the destruction of the Jewish Temple in 410. Mibtahiah was a woman of means, receiving property from her father and passing it on to her children, who bore the names of her father and grandfather, respectively. Her father held a piece of undeveloped property, whose neighbors included an Egyptian cataract boatman, one Khwarezmian and two Jewish soldiers. In 471 Mahseiah granted building rights on an outer wall to the Jew Konaiah,⁵⁷ warded off by a family oath challenge to the property in 464 by Dargamana,⁵⁸ and in a bequest of 459 bestowed the house upon Mibtahiah with rights of usufruct for her husband, Jezaniah, the other neighbor, whose house lay opposite the Jewish Temple.⁵⁹ Jezaniah soon disappeared, his house fell into Mibtahiah's possession, and in 449 she married the Egyptian Ešor son of Djeḥo,⁶⁰ who later became known as Nathan.⁶¹ Shortly thereafter (446 BCE), her father gave her a second house, also across from the Jewish Temple, in exchange for fifty shekels worth of goods she had given him earlier⁶² and in 440 she emerged victorious in litigation with another Egyptian about an array of goods, including the marriage contract.⁶³ By 420 Ešor was dead and his children were sued for goods allegedly deposited with their father but never returned.⁶⁴ After their mother passed away, they came into possession, in 416 BCE, of the house that belonged to her first husband Jezaniah son of Uriah.⁶⁵

⁵² See Neh. 2:19-20, 3:33-4:2, 6:1-9, 13:28.

⁵³ TAD A4.9 (B21).

⁵⁴ TAD A4.10 (B22).

⁵⁵ TAD B3.13 (B46).

⁵⁶ TAD B2.1-11 (B23-33).

⁵⁷ TAD B2.1 (B23).

⁵⁸ TAD B2.2 (B24).

⁵⁹ TAD B2.3-4 (B25-26), 2.10:4-6 (B32).

⁶⁰ TAD B2.5-6 (B27-28).

⁶¹ TAD B2.10:3 (B32).

⁶² TAD B2.7 (B29).

⁶³ TAD B2.8 (B30).

⁶⁴ TAD B2.9 (B31).

⁶⁵ TAD B2.10 (B32).

Finally, in February, 410 the brothers Jedaniah and Mahseiah divided between them two Egyptian slaves of their mother, retaining two others in joint possession.⁶⁶ Mibtahiah had had two husbands, three houses, and four slaves.

The Ananiah Family Archive

Anani son of Azariah was a Temple official of unknown status (לחן), married to an Egyptian slave girl and known to have had but one house, which he parceled out over the years to his wife and daughter. A slim link between the two archives was the householder, slave owner, and creditor Meshullam son of Zaccur son of Ater. Some time before 446 he sold Mahseiah the house later given to Mibtahiah.⁶⁷ In 456 he had lent the woman Jehoḥen daughter of Meshullach four shekels and the intact IOU has been positioned as the opening document of the archive.⁶⁸ His handmaiden Tamet he gave away in marriage to Anani. The couple already had a boy named Pilti before the document of wifhood was drawn up in 449,⁶⁹ the same year as Mibtahiah's marriage to Ešor. She had two houses by then but it is unknown where the Anani family lived for the next twelve years. In 437 he purchased from the Caspian couple Bagazushta and *wbyl* daughter of Shatibara, for fourteen shekels, the house of that Shatibara, apparently abandoned.⁷⁰ Like the houses of Mibtahiah, this one, too, lay across from the Jewish Temple. When Tamet bore Anani a daughter named Jehoishma, he assigned the mother a room in his house in 434.⁷¹ Another room was given to the daughter in three stages, first as usufruct at the time of her marriage to Anani son of Haggai in 420,⁷² later as a bequest in contemplation of death in 404,⁷³ and finally as a dowry addendum in 402.⁷⁴ The actual dowry was presented by her adoptive brother Zaccur the son of Meshullam, the father having emancipated and adopted Tamet and Jehoishma already in 427.⁷⁵ Along with this dowry must have gone the IOU of Jehoḥen. In 416 Zaccur gave up for adoption to Uriah son of Mahseiah another slave of his. Uriah's document promising to preserve his newly acquired son's freedom found its way into our archive.⁷⁶ At the end of 402, Anani and Tamet sold the remaining portions of their house to their son-in-law.⁷⁷ In this document, not only was Tamet dubbed "servitor (לחנה) of YHW the God dwelling (in) Elephantine the fortress" but the western boundary was listed as the "Temple of YHW." Barely five years after Jedaniah's petition striving for the Temple's reconstruction its presence and that of the deity to whom it was dedicated were mentioned matter of factly in a private document. Anani son of Haggai, meanwhile,

⁶⁶ TAD B2.11 (B33).

⁶⁷ TAD B2.7:3 (B29).

⁶⁸ TAD B3.1 (B34).

⁶⁹ TAD B3.3 (B36).

⁷⁰ TAD B3.4 (B37).

⁷¹ TAD B3.5 (B38).

⁷² TAD B3.7 (B40).

⁷³ TAD B3.10 (B43).

⁷⁴ TAD B3.11 (B44).

⁷⁵ TAD B3.6 (B39).

⁷⁶ TAD B3.9 (B42).

⁷⁷ TAD B3.12 (B45).

having paid thirteen shekels for the house, found himself short of grain and the archive ends in December, 402 with an IOU for 2 *peras*, 3 seahs of emmer.⁷⁸

Legal Documents

Thirty texts in this collection are legal documents. These included four deeds of obligation,⁷⁹ three documents of wifehood and one of betrothal,⁸⁰ and two judicial oaths.⁸¹ All the rest were conveyances, mostly bequests⁸² and deeds of withdrawal;⁸³ but also two grants of rights or property⁸⁴ and two sales;⁸⁵ and individual deeds of manumission,⁸⁶ adoption,⁸⁷ and apportionment of slaves.⁸⁸ Whatever the subject, the conveyances followed a standard seven-paragraph structure, wherein the central paragraph asserted the purpose of the contract — affirmation of the recipient's right to the object. The opening and closing paragraphs were objectively formulated; the central paragraphs were subjectively formulated. A one- or two-line external endorsement readily identified the tied and sealed document. The schema follows:

Date: day, month, regnal year. Egyptian calendar exclusively prior to 483 and primarily after 413; synchronous Babylonian and Egyptian month dating after 483.

Parties: Said PN₁ son/daughter of PN₂ (ethnicon [Jew, Aramean, Caspian, Khwarezmian], locus [Elephantine, Syene], detachment [Babylonian or Persian commander]) to PN₃ son/daughter of PN₄ (ethnicon, locus, detachment),

Transfer: "I gave to you/I withdrew from you from" (Object, Description, Pedigree; Boundaries [of house]; Price [of sale]).

Investiture: "It is yours and your children's after you/You have right to it and your children after you; you may give it to whomever you love/desire."

Guarantees: "I shall not be able to sue you; penalty if I sue; the property is still yours."

Scribe: "Wrote PN₅ son of PN₆ at the instruction of PN₁ son of PN₂."

Witnesses: usually in groups of four or eight

Endorsement: "Document of a house/of withdrawal/etc. which PN₁ wrote for PN₂."

This skeletal past-present-future document (I gave-it is yours-I shall not sue) might be expanded to suit, with certain items becoming standard. Thus, a "document validity" clause was added to emphasize that no other document could replace the

⁷⁸ TAD B3.13 (B46).

⁷⁹ TAD B3.1 (B34); 3.13 (B46); 4.2 (B48), 4.6 (B51).

⁸⁰ TAD B2.5 (B27), 2.6 (B28); 3.3 (B36), 3.8 (B41).

⁸¹ TAD B7.2 (B50), 7.3 (B53).

⁸² TAD B2.3-4 (B25-26); 3.5 (B38), 7 (B40), 10-11 (B43-44).

⁸³ TAD B2.2 (B24); 2.8-10 (B30-32); 3.2 (B35).

⁸⁴ TAD B2.1 (B23); 2.7 (B29).

⁸⁵ TAD B3.4 (B37); 3.12 (B45).

⁸⁶ TAD B3.6 (B39).

⁸⁷ TAD B3.9 (B42).

⁸⁸ TAD B2.11 (B33).

present one⁸⁹ while a "document transfer" clause called attention to a previous relevant document that was now handed over to the alienee.⁹⁰ In the last quarter of the century it became common to add the place of redaction (Elephantine or Syene) right after the date in the beginning, in addition to, or instead of, its inclusion in the scribal clause at the end.⁹¹ More than a dozen scribes are known to us, half Jewish,⁹² who usually drew up their documents at Elephantine,⁹³ and half Aramean,⁹⁴ who usually drew theirs up at Syene.⁹⁵ The craft was hereditary and two or three cases are known of a son following in the footsteps of his father or ancestor — Mauziah and his father Nathan son of Ananiah and Nabutukulti son of Nabuzeribni and his grandfather Attarshuri son of Nabuzeribni. All but two of the eleven documents in the Mibtahiah archive were written by these four scribes.⁹⁶ Similarly, five of the thirteen documents in the Anani archive were written by Haggai son of Shemaiah,⁹⁷ whose son Shemaiah was one of the five Jewish leaders along with Jedaniah.⁹⁸

Government

Unlike the demotic and Greek letters and contracts, which are a rich source of information on administration and either temple organization or army structure, the Aramaic documents provide minimal data. At the head of Egypt stood the royally appointed satrap, known to be Arsames at the end of the century. Seated in Memphis, his presence and authority were felt in matters large and small, in the conflict between the Jews and the Khnum priests and the efforts to get the Temple restored as well as in the detailed requisition list for the repair of a boat at Elephantine. Two administrative districts appear in our texts and the extent of their boundaries is vague — the province of Thebes⁹⁹ and the province of Tshetres.¹⁰⁰ The officials responsible at Aswan were the *frataraka* ("Chief"), stationed at Elephantine, and the Troop Commander, located at Syene.¹⁰¹ Both positions entailed joint civil and military authority, were held by Persians, and might pass from father to son. Serving as Troop Commander and also entitled "Guardian of the Seventh,"¹⁰² Vidranga became Chief, appointed his son Naphaina as his successor, and issued him orders to destroy the Jewish Temple. In a letter of appeal, the Jews called for the establishment of a committee of inquiry drawn from the judges, police, and hearers ("the king's ears")

⁸⁹ TAD B2.3:15-18, 22 (B25), 2.7:11-12 (B29); 3.10:21-22 (B43), 3.11:15-17 (B44).

⁹⁰ TAD B2.3:23-27 (B25), 2.7:6-7 (B29); 3.12:30-32 (B45).

⁹¹ See on TAD B2.9:1 (B31).

⁹² TAD B2.9-10 (B31-32); 3.6 (B39), 3.8 (B41), 3.10-12 (B43-45).

⁹³ The one exception is the scribe of TAD B7.1 (not included here).

⁹⁴ TAD B2.2-4 (B24-26); 3.9 (B42), 3.13 (B46).

⁹⁵ The one exception is the scribe of TAD B2.11 (B33).

⁹⁶ TAD B2.3-7 (B25-29 [Nathan]), 2.9-10 (B31-32 [Mauziah]), 2.3-4 (B25-26 [Attarshuri]), 2.11 (B33 [Nabutukulti]).

⁹⁷ TAD B3.4 (B37), 3.6 (B39), 3.10-12 (B43-45).

⁹⁸ TAD A4.10:3 (B22).

⁹⁹ TAD A4.2:6 (B14).

¹⁰⁰ TAD A4.5:9 (B17).

¹⁰¹ TAD A4.7:5-7 (B19).

¹⁰² TAD B2.9:4-5 (B31); 3.9:2-3 (B42).

of Tshetres to confirm that their version of events was correct.¹⁰³ They had earlier had some encounter with the investigators (*patifrasa*) attached to Arsames.¹⁰⁴ Serving in his court at Memphis was the Jewish Scribe Anani, who bore the title Chancellor. It was he who supervised the correspondence regarding the boat repair, to be carried out by the carpenters under the watchful eye of the foremen and accountants.¹⁰⁵ In a letter sent from Migdol to Elephantine we learn of certain OFFICIALS (פְּחוּתָא) charged with paying soldiers their allotment (פְּרִיס).¹⁰⁶ At Elephantine, this was a payment in silver given at the "treasury (of the king),"¹⁰⁷ a term synonymous with "(store-)house of the king," from which was also distributed a ration in grain (פְּתֵמָא).¹⁰⁸ Special scribes were attached to the royal treasury.¹⁰⁹ Judicial affairs were in the hands of "royal judges" and they, too, were directed by a Persian.¹¹⁰

The Jewish unit at Elephantine was known as the "Jewish Troop"¹¹¹ while the one stationed at Syene was labeled the "Syenian Troop."¹¹² The troop was divided into "detachments" (דְּגִלָּן in pl.) and these into "centuries,"¹¹³ both headed always by someone with a Persian or Babylonian name. Three or four detachments are present during each of the periods represented by the archive of Jedaniah/Mahseiah sons of Mibtahiah daughter of Mahseiah — Artabanu, Atropharna, Varyazata, and Haumadata (464-459 BCE);¹¹⁴ Varyazata, Iddinnabu, and Namasava (446-420 BCE);¹¹⁵ Var[yaza]ta, Nabukudurri, and Marya (411-401 BCE).¹¹⁶ While legal distinction was made between a "member of a detachment" and a "member of a town,"¹¹⁷ the Jews in our contracts, with the notable exception of Ananiah son of Azariah, were invariably identified by detachment. Women, too, belonged to a detachment — Mibtahiah and father Mahseiah to Varyazata¹¹⁸ and the Caspian Bagazushta and his wife to Namasava.¹¹⁹ While the Persian Troop Commander handled matters of a judicial and military nature,¹²⁰ internal Jewish affairs were directed by the Jews themselves. The Passover letter was addressed to Jedaniah and the Jewish Troop. His letter to Bagavahya in Jerusalem was written in the name of the priests and the Jews, all of them "citizens of (בעלי) Elephantine." The follow-up appeal was issued in the name of five Jews, something of a supreme council. Terminology distinguished between Jewish priests (כהניא) and pagan priests (כמריא). Whether Jedaniah himself

¹⁰³ TAD A4.5:9 (B17).

¹⁰⁴ TAD A4.2:3 (B14).

¹⁰⁵ TAD A6.2 (B11).

¹⁰⁶ TAD A3.3:4 (B8).

¹⁰⁷ TAD B4.2:6 (B48).

¹⁰⁸ TAD B3.13:4-6 (B46).

¹⁰⁹ TAD B4.4:12 (not included in this collection).

¹¹⁰ TAD B2.2:6 (B24); 5.1:3 (B47).

¹¹¹ TAD A4.1:1, 10 (B13).

¹¹² TAD C3.14:32 (not included in this collection).

¹¹³ TAD B4.4:6, 8, 10; C3.15:19-20, 31 (neither included in this collection).

¹¹⁴ TAD B2.2:3, 9-10 (B24), 2.3:2 (B25), 2.4:2 (B26).

¹¹⁵ TAD B2.7:2 (B29), 2.9:2-4 (B31); 3.3:2 (B36), 3.6:2 (B39), 3.8:1-2 (B41).

¹¹⁶ TAD B 2.11:2 (B33); 3.12:3 (B45), 3.13:2 (B46); 7.2:3-4 (B50).

¹¹⁷ See on TAD B2.1:9 (B23).

¹¹⁸ TAD B2.1:2 (B23), 2.8:2-3 (B30).

¹¹⁹ TAD B3.4:2 (B37).

¹²⁰ TAD A4.3:3 (B15); B2.10:2-5 (B32); 3.9:2-3 (B42).

was priest as well as Ethnarch is uncertain. The only other title to emerge was that of Ananiah son of Azariah, called "servitor (לחן) of YHW the God,"¹²¹ a designation in the feminine even borne once by his wife — "servitor (לחנה) of YHW the God dwelling (in) Elephantine the fortress."¹²² While Jews lived around their Temple, other neighbors included Egyptians, Caspians, and Khwarezmians, as well as the royal treasury.¹²³ In fact, it was the erection of some Egyptian shrine and the paving of a sacred approach path that bordered on Anani's house and cut away at the adjacent treasury,¹²⁴ it was all this that was probably tied up with the destruction of the Jewish Temple.

Onomastics

The Aramaic papyri, reflecting as they do a cosmopolitan society, are a rich source of names in Hebrew, Aramaic, Akkadian, Arabian, Egyptian, and Persian. Pointedly, isolated names are not always sufficient evidence of ethnic origin. Although Hadadnuri bore an Aramaic name, he was labeled, and uniquely so, "the Babylonian"¹²⁵ while the Egyptian-named Pakhnum son of Besa was labeled "Aramean."¹²⁶ Only substantial groupings of names yield reliable results. Thus the Makkibanit letters demonstrated the intermingling of Egyptian and Semitic names among the Arameans of Syene and this pattern is corroborated in the contract witness-lists. On the other hand, the Jews of Elephantine carried on the Hebrew names they brought with them when they migrated from the kingdom of Judah after 650 BCE. The five or six Jewish leaders at the end of the century¹²⁷ plus their colleagues with whom they were in contact all bore Hebrew names — Jedaniah/Jaadaniah son of Gemariah, Mauziah son of Nathan, Shemaiah son of Haggai, Hosea son of Jathom, Hosea and Haggai sons of Nattum (error for Nattun), Ahio son of Micaiah; Mattan son of Jashobiah, Uriah, Berechiah;¹²⁸ Islah son of Nathan, Gaddul, Hodo, and Meshullam.¹²⁹ The contract witness-lists show that Jewish parents regularly gave their children Hebrew names; Persian parents tended to give their children Persian names, but Arameans rarely did so; Egyptian, Aramaic and Akkadian names intermingled freely. Two contracts, one of 471 and the other of 451, serve to illustrate — five Jews with Hebrew names (Mahsah son of Isaiah, Shemaiah son of Hosea, Shillel son of Hoshai; Micaiah son of Ahio; Mahseiah son of Jedaniah); three Persians with Persian names (Shatibarzana son of *ṛly*, Phrathanjana son of Artakarana, *Ynbwly* son of Darga) but one Persian father who gave his son a Babylonian name (Mannuki son of Bagaiana); two Arameans with Aramaic names

¹²¹ See on TAD B3.2:2 (B35).

¹²² TAD B3.12:2 (B45).

¹²³ TAD B2.2:2, 10-11 (B24); 3.4:2, 9-10 (B37).

¹²⁴ TAD A4.5:4-5 (B17); 3.10:8-9 (B43), 3.11:3-5 (B44).

¹²⁵ TAD B2.2:19 (B24).

¹²⁶ TAD B3.13:2 (B46).

¹²⁷ TAD A4.10:1-5 (B22), 4.4:7 (B16).

¹²⁸ TAD A4.2:1 (B14), 4.3:1-2 (B15).

¹²⁹ TAD A4.4:1, 5-6, 10 (B16).

(Zabdi son of Nabuzi, Zabbud son of Zabidri); one father with a Babylonian name who gave his son a Persian name (Bagadata son of Nabukudurri) and another who gave his an Aramaic name (Sachael son of Nabukašir); two fathers with Egyptian names who gave their sons Babylonian names (Baniteresh son of Waḥpre; Aḥushunu son of Renpenofre) and one who gave his an Aramaic name (Attarmalki son of Psami).¹³⁰ Other Persian filiations include Aryaicha son of Arvastahmara, Mithrasah son of Mithrasah, Mithradata son of Mithrayazna, Aisaka son of Zamaspa, Atrpharna son of Nisaya, "a Mede," and [Ar]tafrada son of A[rvastah]mara¹³¹ with one more example of a Persian father giving his son an Aramean name (Naburai son of Vishtana).¹³² While Egyptian and Semitic names intermingled freely, there was only one other example of a Semite giving his son a Persian name (Varyazata son of Bethelzabad).¹³³ Despite his Hebrew name, Shabbethai father of the witness Sinkishir was most likely Aramean, as were the seven other witnesses to an adoption contract.¹³⁴

Egyptian names would have crept into the Jewish onomasticon through intermarriage, which took place at both ends of the social scale. Among the women imprisoned at Thebes was Egyptian-named Esereshut wife of Hosea.¹³⁵ The minor Temple official Anani married the handmaiden Tamet but named his children Pelatiah/Pilti and Jehoishma.¹³⁶ The heiress Mibtahiah married the builder Ešhor son of Djeḥo and even took a judicial oath by the Egyptian goddess Sati,¹³⁷ but named her children after her father Mahseiah and grandfather Jedaniah, while Ešhor himself came to be known as Nathan.¹³⁸ A son of the Egyptian woman Takhoi, a houseborn slave of Zaccur son of Meshullam, bore the Hebrew name Jedaniah.¹³⁹ Intermarriage may thus be the explanation for the only Egyptian name found among some sixty-five Jewish document witnesses — Peṭekhnum father of Hosea had married into a Jewish family.¹⁴⁰ Still, a daughter of Mibtahiah's brother Gemariah and sister of the like-named Miptahiah was given the Egyptian name Eswere.¹⁴¹ However, no Jewish sons bore Egyptian names.¹⁴²

West-Semitic names have been divided into three categories — hypocoristic, theophorous, and profane, in order of popularity. Profane names at Elephantine were rare and were usually attested by one example each. An infant whose father died before childbirth was called "Orphan:" Hebrew masculine Jathom (יתום), feminine Jethoma (יתומה), and Aramaic masculine Jathma (יתמא) ["the Orphan"].¹⁴³ On the

¹³⁰ TAD B2.1:16-19 (B23); 3.2:11-14 (B35).

¹³¹ TAD B2.6:21 (B24), 2.7:18 (B29); 3.4:23-24 (B37), 3.6:16-17 (B39); 7.2:3 (B50).

¹³² TAD B2.8:13 (B30).

¹³³ TAD B3.9:11 (B42).

¹³⁴ TAD B3.9:10-12 (B42).

¹³⁵ TAD A4.4:5 (B16).

¹³⁶ TAD B3.5:18 (B38), 3.7:11 (B40).

¹³⁷ TAD B2.8:5 (B30).

¹³⁸ TAD B2.10:3 (B32), 2.11:2 (B33).

¹³⁹ TAD B3.9:2-3 (B42).

¹⁴⁰ TAD B2.2:17 (B24).

¹⁴¹ TAD B5.5:2 (B49).

¹⁴² For discussion of the names Ḥor son of Neriah/Pedaiah and Ḥori son of Shillem, which appear outside our collection (TAD C3.15:88; 4.6:3), see B. Porten, *Archives from Elephantine*, 149, n. 133.

¹⁴³ TAD A4.4:7 (B16), 4.10:4 (B22); B5.1:2 (B47); 4.2:1 (B48).

other hand, the newborn who served as consolation for one recently deceased was called Menahem ("Comforter"), an especially popular name.¹⁴⁴ Even more popular was Haggai, a name given to an infant born on the "Festival."¹⁴⁵ The feminine Aramaic name Reia ("Desirable"), known from the Makkibanit Letters, was also borne by one of the imprisoned women at Thebes.¹⁴⁶ Coincidentally, three profane names appeared in one document: Galgul ("Eyeball" = "Apple of My Eye") and Ahio ("Little Brother") son of Agur ("Gathered;" alternately Aramaic "Hired One").¹⁴⁷

The theophorous names are terse prayers and consist of nominal and verbal sentence names. The nominal names affirm attributes, what deity *is*; the verbal describe actions, what he *does*. Among the former we may cite almost a dozen examples, with none borne by more than three persons. Listed in descending order of frequency, they are: 3× — Mahseiah ("Yah is Refuge"), Mib/ptahiah ("... Trust"), Mauziah/Maaziah ("... Fortress"); 2× — Malchiah ("... King"), Uriah and Jehour ("... Flame" [2]); 1× — Jehoram ("... Exalted"), Reuiah ("... Friend"), Jehoḥen ("... Grace/Favor"), Baadiah ("Yah is for Me"), and Micaiah ("Who is Like Yah?"). As prayers the verbal sentence names may be divided into statements of thanksgiving in the perfect tense, petitions in the imperfect, and commands in the imperative. There were some fifteen names of thanksgiving, with none borne by more than four persons: 4× — Shemaiah ("... Heard"), Ananiah ("... Answered Me"); 3× — Berechiah ("... Blessed"), Azariah ("... Helped"), 2× — Konaiah/Kenaiah ("... Creates/Created"), Zechariah ("... Remembered"), Zephaniah ("... Hid/Sheltered"), Pelatiah ("... Rescued") Gedaliah ("... Did Greatly"), Gemariah ("... Completed/Accomplished"); 1× — Hananiah ("... Pitied"), Pelaliah ("... Mediated/Intervened"), Pedaiah ("... Redeemed"), Isaiah ("... Saved"). Names of petition were much less frequent: Jezaniah = Jedaniah/Jaadaniah and Jehoishma ("May the Lord Hear" [3+6+1+1]), Jashobiah ("May Yah Restore/Turn to" [2]). Imperative names might be addressed to deity (Hoshaiah/Oshaiah ["Save, O Yah" {3+1}]) or as encouragement to the name bearer: Hodaviah ("Thank Yah" [3]), Penuliah ("Turn to Yah" [2]), and Deuiah ("Know Yah" [alternate reading of Reuiah]). Unique is the passive form Peluliah ("Mediated by Yah" [1]).

Theoretically, every theophorous name was given to abbreviation to create a hypocoristic, caritative form. Yet not every name here represented was attested in its reduced form while some were known only in their abbreviated version. Some fifteen names were accompanied by hypocoristica and often the same person was known now by one and now by another: 15× — Hosea/Osea<Hoshaiah/Oshaiah; 8× — Gaddul<Gedaliah, Zaccur<Zechariah; 3× — Anani<Ananiah; 3/2× — Hodo<Hodaviah; 2× — Mahsah<Mahseiah, Mib/ptah<Mib/ptahiah, Pilti<Pelatiah; 1× — Mauzi<Mauziah, Mica<Micaiah; Kon<Konaiah, Jezan<Jezaniah, Hanan<Hananiah, Shammua<Shemaiah, Pallul<Pelaliah. Almost twenty appeared in our texts in abbreviated form alone — 13+1× — Nathan and Nattun<*Jehonathan ("... Gave"); 7× —

¹⁴⁴ TAD B2.6:38 (B28), 2.9:2, 17bis, 19 (B31), 2.10:18 (B32).

¹⁴⁵ TAD A4.4:7 (B16), B2.7:19 (B29), 2.11:16 (B33); 3.8:1 (B41), 3.10:26 (B43).

¹⁴⁶ TAD A4.4:5 (B16).

¹⁴⁷ TAD B3.1:21-22 (B34).

Meshullam<*Meshelemiah (“... Requisites”), 3+1+3× — Shillem, Shallum, and Shelomam<*Shelemiah (“... Requisites”); 2× — Isha<*Ishah (“May Yah Forgive”), Igdal<*Igdaliah (“... Be/Do Great([ly]”), Jaush<*Josiah (“... Grant”); 1× — Mattan<*Mattaniah (“Gift of Yah”), Zadak<*Jehozadak (“Yah is Just”), Dalah<*Delaiah (“... Drew Up”), Kavla>*Kaviliah (“Hope/Wait for Yah”), Rami<*Ramiah, (“Yah is Exalted”), Azzul<*Azaliah (“... Reserved/Drew Upon”), Hazzul<*Hiziliah (“... Delivered”), Nahum<*Nehemiah (“... Comforted”), Meshullach (“... Freed;” cf. Shumshillech¹⁴⁸), Salluah (“... Substituted;” cf. אבסלי¹⁴⁹).

Thus there were about as many theophorous names as hypocoristica, but certain hypocoristica were particularly popular; five such names (Hosea/Osea, Nathan, Gaddul, Zaccur, and Meshullam) were borne by over fifty persons. Papyonymy played a significant role in name-giving and we are able to reconstruct several three generation genealogies as a result. Mahseiah (מחסייה) named his daughter Mibtahiah (מבטחיה) under the influence of the Psalmic sequence חסיה → בטח (Ps. 91:2, 118:8-9). Miptah (variant spelling of Mibtah) was also a masculine name¹⁵⁰ and aside from certain feminine forms (e.g. Menahemeth, Meshullemeth)¹⁵¹ there was no distinction between a masculine and feminine name. Certain names were given because their sound echoed that of the father's name, e.g. Gaddul son of Igdal¹⁵² and Meshullam son of Shelomam.¹⁵³ A Jewish father never gave his son the same name as his own, though a Persian did — Mithrasah son of Mithrasah.¹⁵⁴ Certain names were graphic homonyms; written the same, they were pronounced differently. Thus מרדו father of Haggai was a West-Semitic name (Mardu; cf. Biblical Mered [1 Chron 4:17-18])¹⁵⁵ but מרדו father of Ziliya was Persian Mrdava.¹⁵⁶ Similarly, חרוך father of Palṭu, who was priest of an unidentifiable deity, may have the same name as Biblical Haruz (“Diligent/Sharp” [2 Ki. 21:19]) and not the Egyptian Ḥarwodj,¹⁵⁷ prominent in the Makkibanit letters and in a letter to Arsames.¹⁵⁸ The names Mardu, Palṭu, and Itu¹⁵⁹ are Arabian style names. A distinct Arabian name was that of the witness Ausnahar son of Duma/Ruma.¹⁶⁰ The twenty-four or twenty-five masculine Egyptian names and the five or six female names were well known in the Egyptian onomasticon and almost all appear in our demotic documents as well — Bela (*Br*),¹⁶¹

¹⁴⁸ TAD A6.2:8 (B11).

¹⁴⁹ CIS II/1 122:2.

¹⁵⁰ TAD B3.6:17 (B39).

¹⁵¹ Unattested in our collection.

¹⁵² TAD B2.2:18 (B24).

¹⁵³ TAD B2.9:2 (B31).

¹⁵⁴ TAD B2.7:18 (B29).

¹⁵⁵ TAD B3.10:26 (B43), 3.11:20 (B44), 3.13:14 (B46).

¹⁵⁶ TAD B3.12:19 (B45).

¹⁵⁷ Alternately, this may be another example of West-Semitic-Egyptian onomastic intermingling.

¹⁵⁸ TAD A2.5:5 (B2), 2.3:3-8 (B3), 2.4:3 (B4), 6.1:6 (B10).

¹⁵⁹ TAD B2.2:16 (B24).

¹⁶⁰ TAD B2.8:13 (B30). I am indebted to Ran Zadok for discussion of these names and those in the previous note.

¹⁶¹ P. Berlin 15521:10 (C14), 13554:19 (C31).

Besa (*Bs*), Djeḥo (*Dd-hr*),¹⁶² Eṣḥor (*Ns-Hr*),¹⁶³ (E)speamre (*Ns-pš-mr*), Espemet (*Ns-pš-mtr*),¹⁶⁴ Ḥor (*Hr*),¹⁶⁵ Konufe (*Kš-nfr*), Lilu (*Llwš*), Paḥe/Pakhoi (*Pa-ḥš.t/Pa-ḥy*),¹⁶⁶ Paḥo (*Pa-ḥr*),¹⁶⁷ Pakhnum (*Pa-Hnm*),¹⁶⁸ Pameṭ (*Pa-mtr*),¹⁶⁹ Pamise (*Pš-msy*), Patou (*Pa-tš-wy*),¹⁷⁰ Peftuauneit (*Pšy-f-tšw[m-]ʿwy-n-Ny.t*),¹⁷¹ Peṭeese (*Pš-dy-šs.Ot-nfr.t*),¹⁷² Shamou (*Ššy-im.w*), Waḥpre (*Wšḥ-ib-Rʿ*),¹⁷³ Waḥpremakhi (*Wšḥ-ib-Rʿ-m-šḥ.t*); Esereshut (*šs.t-rš[w].ty*), Tabi (*Ta-bš*), Takhoi (*Ta-ḥy?*), Ta(pe)met (*Ta-pš-mtr*), and Tawe.

¹⁶² *P. Berlin* 13614:1 (C27), 13582:2 (C35), 15774:x+5, x+9 (C37).

¹⁶³ *P. Berlin* 13539:4 (C3) and eight more occurrences (C5, 6, 16, 27, 28, 30, 33, 36).

¹⁶⁴ *P. Berlin* 13539:4 (C3) and twenty-six more occurrences (C5, 16, 26-37).

¹⁶⁵ *P. Berlin* 13579:x+3 (C10) and eight more occurrences (C17, 28, 30, 31, 37).

¹⁶⁶ Cf. *Pa-ḥy* in *P. Berlin* 15774:x+10 (C37) and *Pa-ḥy* in *P. Berlin* 15527: 7 (C15).

¹⁶⁷ *P. Berlin* 13538: (C16), 13587: (C19), 13535:1 (C32), 15774:x+4 (C37).

¹⁶⁸ *P. Berlin* 15520:x+1 (C6) and six occurrences (C9, 16, 23, 31, 34, 37).

¹⁶⁹ *P. Berlin* 13534:4 (C34), 13541:4 (C36).

¹⁷⁰ *P. Berlin* 15527:6 (C15); *P. Dodgson* 50 (C26); *P. Berlin* 13554:7, 20 (C31).

¹⁷¹ *P. Berlin* 13540:9 (C1).

¹⁷² *P. Padua* x+20 (C22); *P. Wien* D 10150:1 (C28), 10151:2 (C29). The name is feminine in all these occurrences. In the Aramaic contract (*TAD* B3.2:12 [B35]) it designated the parent of a witness. Was it a matronym?

¹⁷³ *P. Berlin* 13540:9 (B1), 13616:3 (C24), 13614:4 (C27); *P. Wien* D 10150:8, 10 (C28).

THE MAKKIBANIT LETTERS (B1-7)

B1

TAD A2.1 Bresciani-Kamil 4

LETTER RE GARMENTS AND OIL

DATE: Late 6th - early 5th Century BCE
SIZE: 27 cm wide by 16.3 cm high
LINES: 15 (= 10, perpendicular to the fibers on the recto, parallel to the joins; 4 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
PLACE: Syene
PARTIES: From Nabushezib son of Petekhnun to Nanaihem
OBJECTS: Garments and Oil

This was a well-padded letter, greeting seven persons at the beginning (line 3) and ten parties at the end (lines 10-14). The seven at the beginning lacked patronymic and three at the end were father, mother, and brother. The "sister" addressee Nanaihem may also have been a blood relative or perhaps a wife. In the External Address the addressor Nabushezib/Nabusha gave his patronymic as Petekhnun (line 15) but in the aforementioned conclusion he greeted Psami as his father (line 13). Perhaps he was his stepfather.¹ Without title, Makkibanit was associated with the writer in an expression of concern (lines 7-8). Only one-third of the letter was devoted to material matters — the receipt of garments and the dispatch of a vessel, castor oil, and sundries (lines 4-7, 9-10).

RECTO

Salutation 1

¹Greetings,² Temple of Bethel and Temple of the Queen of Heaven.³

¹ See B. Porten, *Archives from Elephantine*, 265-66.

² The word שלום has the basic meaning of "well-being" in the epistolary corpus but exigencies of English have required three different translations according to context — "peace" (line 2 and references thereon); "greetings" (lines 1, 3, 11-14, TAD A2.2:1, 3-4, 16-17 [B2], 2.3:1-3, 11 [B3], 2.4:1-3 [B4], 2.7:2-4 [B7]; 3.3:1 [B8], 3.4:5-6, 3.6:1, 3.7:1-3; 3.9:6; 4.4:9 [B21]); and "welfare" (see on lines 12-13; also TAD A3.3:1, 12 [B8], 3.4:1-2, 3.5:1, 7, 3.6:1, 3.7:1, 3.8:1 [B9], 3.9:1, 3.10:1 [B12]; 4.1:1 [B13], 4.2:1-2 [B14], 4.3:2 [B15], 4.4:1 [B16], 4.7:1 [B19], 4.8:1 [B20]; 6.1:1 [B10], 6.3:1, 6.4:1, 6.5:1, 6.6:1, 6.7:1). As *nomen regens* in a construct chain שלום is an attenuation of a blessing of well-being and may conveniently, if inadequately, be rendered "greetings." A prayer for the well-being (שלום) of a city (Jerusalem) and its temple is found in Ps. 122:6-8.

³ The four Makkibanit letters sent to Syene all open with salutations to one or more of the (at least) four Aramean Temples there (TAD A2.1-4 [B1-4]); for discussion of the Aramean-Phoenician ambiance of all these deities see B. Porten, *JNES* 28 (1969), 116-121. Bethel was a popular deity in the region of Syene and constituted a theophorous element in many personal names, e.g. Bethelnathan (lines 3, 7) and Bethelshezib (TAD A2.5:6 [B5]). The Queen of Heaven has been identified with Anath (B. Porten, *Archives from Elephantine*, 164-165, 170-171; K. van der Toorn, *Numen* 39 [1992], 97) and with Astarte (S.M. Olyan, *Ugarit-Forschungen* 19 [1987], 161-174). She was worshipped in pre-exilic Judah and then again after flight to Egypt, where she was fiercely denounced by Jeremiah (Jer. 7:16-19, 44:15-29). Only one of the many Jewish letters sent to Elephantine opened with a salutation to the Temple of YHW in Elephantine (TAD A3.3 [B8]). - Less likely is the translation proposed by F.M. Fales, *JAOS* 107 (1987), 455-456, "The well-being of the Temple of DN to PN from PN."

Internal Address	To my sister Nanaihem ² from ⁴ your brother Nabusha. ⁵
Salutation II	I blessed you by Ptaḥ that he may let me behold your face in peace. ⁶
Greetings I	³ Greetings, Bethelnathan. Greetings, Nky and Ashah and Tashai ⁷ and Anathi and Aṭi and Re(ia). ⁸
Report	⁴ And now, ⁹ there reached me the tunic ¹⁰ which you dispatched ¹¹ to me and I

⁴ The usual address formula in the Makkibanit letters and in *TAD* A3.3:1 (B8) was אַל ... מִן, "to ... from;" *TAD* A2.4:1 (B4) had simply לַי. The Elephantine and other letters usually omit מִן — (*TAD* A3.4, 3.5, 3.6, 3.7, 3.8 [B9], 3.9, 3.10 [B12], 3.11; 4.1 [B13], 4.2 [B14], 4.3 [B15], 4.4 [B16], 4.7 [B19], 4.8 [B20]; 5.3. The Arsames letters followed a different pattern; see on *TAD* A6.1:1 (B10).

⁵ In correspondence, equals or peers addressed each other as "brother" or "sister" (*TAD* A2.2:1 [B2], 2.3:1 [B3], 2.4:5 [B4], 2.5:1 [B5], 2.6:1 [B6], 2.7:5 [B7]; 3.3:14 [B8], 3.6:1, 5, 3.8:1, 15 [B9], 3.10:1, 9 [B12]; 4.1:1, 10 [B13]; *P. Bibliothèque Nationale* 196, III.15 [A9]). Both terms are not always meant literally and may refer to any relative, e.g. "sister" to a mother (*TAD* A2.7:1, 5 [B7]) and "brother" to a father (*TAD* A3.3:1 [B8]). Nabusha was the abbreviated form of Nabushezib, found in the external address (line 15). The originally Babylonian deities Nabu and his consort Nanai were an integral part of the Aramean onomasticon in Mesopotamia; see R. Zadok, *On West Semites in Babylonia during the Chaldean and Achaemenian Periods* (Jerusalem, 1977), 73-76. See further on line 8 for the Akkadian divine epithet Banit.

⁶ This is the regular Salutation formula in the Makkibanit letters (*TAD* A2.2:2 [B2], 2.3:2 [B3], 2.4:1-2 [B4], 2.5:1-2 [B5], 2.6:1-2 [B6]) and with the word שָׁלוֹם (peace) forms an inclusion with the concluding Welfare formula (see on lines 12-13); see also *TAD* A3.3:2-3 [B8], 3.5:8, 3.9:4; 4.4:9 [B21] and the paraphrastic translation of F.M. Fales (*JAOS* 107 [1987], 460), "see you again in person, safe and sound." The demotic equivalent of the opening words is found in a contemporary letter (*P. Berlin* 13539.1-2 [C3], 492 BCE) and continues down into the Ptolemaic period (*P. Berlin* 13544.3-4 [C17] and 13587.x+1-x+3 [C19]) — *tw-n ir n ni sm n Prntt m-bih Hnm*, "We make the blessing(s) of Pherendates before Khnum" = בְּרִכְתִּיךָ לַפְתָּח, "I blessed you by Ptaḥ." See P.-E. Dion, *RB* 86 (1979), 562, note 82. For a demotic parallel to the second half of the blessing cf. *P. Berlin* 15518:6-7 (C23), translated, "to see you unharmed in good fortune." In the Ramesside letters the formula was "grant that I may return and fill (my) embrace with you" (*P. Turin* 1972.3-4 [A7]; cf. *P. Turin* 1973.3 [A8]). Biblical idiom frequently speaks of the absent person (equivalent to our letter writer) returning בשָׁלוֹם, "safely" (Gen. 28:21; Ex. 18:23; Josh. 10:21; etc.). The verb מָרָא, "behold" occurred in the Salutation also in *TAD* A2.6:2 (B6) and, with variation, in 3.3:2-3 (B8); the other letters used מָרָא, "see." [P. Joüon, *Orientalia* 2 (1933), 117-119 needs to be modified in light of the appearance of this root in the *aphel*.] This blessing was in effect an intercessory prayer that may have been uttered in the shrine of Ptaḥ who held sway in Memphis; cf. the threefold priestly blessing of well-being (Num. 6:22-27). The letters, then, would have originated in that city. In Biblical Hebrew the expression "to see the face" is often used in the context of coming from afar to see someone (Gen. 32:21, 33:10, 43:3, 5, 44:23, 26, 46:30, 48:11; Ex. 10:28-29; 2 Sam. 3:13, 14:24, 28, 32). See further E.Y. Kutsch, *IOS* 1 (1971), 111-112. With variation, the formula also occurred at the end of a letter (*TAD* A4.4:9 [B16]).

⁷ She was the "sister" of Makkibanit (*TAD* A2.21 [B1]), with whom Nabusha is closely linked in this letter (lines 7-8).

⁸ These family letters abound in personal greetings which came at the beginning and end of the letter. There are no personal greetings in the two Makkibanit letters sent to Luxor (*TAD* A2.5-6 [B5-6]), while the third letter to Luxor contains little more than family greetings (*TAD* A2.7 [B7]). If the last name here and the homonym in *TAD* A2.2:16 (B2), are, indeed, Reia, then she appeared in each of the letters to Syene; see A2.3:1 [B3]) and on *TAD* A2.4:3 (B4).

In the case of multiple greetings, males and females were sometimes grouped separately and the word שָׁלוֹם was repeated to introduce a new gender (lines 13-14; *TAD* A2.2:3-4 [B2], 2.4:2-3 [B4]). In the second greeting here, however, male (Anathi [*TAD* C3.15:111]) and female were mixed, as they were in *TAD* A2.3:2-3 (B3) and 2.7:3 (B7), where a female appeared among males.

⁹ The body of virtually every letter began with some form of this transition word — וְכַעַן (*TAD* A2.2:4 [B2], 2.3:3 [B3], 2.4:4-5 [B4], 2.5:2 [B5], 2.6:3 [B6]; 3.3:3, 3.4:2, 3.5:1, 3.6:1, 3.7:3, 3.8:1 [B9], 3.10:1 [B12], 3.11:1; 4.1:1 [B13], 4.3:3 [B15], 4.4:1 [B16]; 6.1:2 [B10], 6.2:1 [B11], 6.3-16); כַּעַן (*TAD* A3.1v:2, 3:3 [B8], 3.9:1; 4.8:3 [B20]); וְכַעַן (*TAD* A2.7:2 [B7]); כַּעַן (*TAD* A4.7:4 [B19]); כַּעַנָּה (*TAD* A4.2:2 [B14]). The word is a valuable marker for signaling what the scribe considered as preliminary to the body of the letter — Salutation, Greetings, and Concern. It also introduced new paragraphs (*TAD* A4.7:22 [B19]; כַּעַן), and in these private letters it functioned as a punctuation marker, introducing new sentences (lines 7bis, 9; *TAD* A2.2:6, 8, 11, 13 [B2], 2.3:8-

- found it FRAYED completely⁵ and my heart was not attached¹² to it. If I saw what you¹³ had in abundance, I would give it (in exchange) for¹⁴ ⁶1 ⁵vessel¹⁵ ⁶for Aṭi. And now, the garment which you brought¹⁶ for me (to) Syene — it ⁷I ⁶am wearing.
- Instructions ⁷And now, let them bring us castor oil¹⁷ and we shall give it (in exchange) for oil.¹⁸
- Concern And now, do not ⁸worry about us,¹⁹ me and Makkibanit;²⁰ we worry about you. Take care of ²¹ ⁹Bethelnathan from Habib.²²

11 [B3], 2.4:7 [B4], 2.6:8 [B6]; 4.1:5 [B13]). The scribe frequently shortened or varied the form of the adverb when repeating it in the body of the letter — usually *וכעת* followed by *כעת* (TAD A3.3:2bis, 3, 5, 6, 11bis, 12 [B8]; 6.1:2-3 [B10], 6.2:1, 22 [B11], 6.6:2, 4, 6.8:1-2, 6.11:1, 3, 6.13:1, 4, 6.14:1-2, 6.15:1, 3, 6, 9); but also *וכעת* followed by *כען* (TAD A4.3:3, 5 [B15], 6.7:1, 8); *כעת* followed by *כען* (TAD A4.8:3, 21 [B20]); *כענת* followed by *כען* (TAD A4.2:7 [B14]); *וכעת* followed by *כען* and *כעת* (TAD A6.3:1, 5-6); *וכעת* followed by *וכען* and *כען* (TAD A6.10:1, 3, 5); ??? followed by *כעת* (TAD A5.4); ??? followed by *וכעת* (TAD A5.2:8); ??? followed by *כען* (TAD A3.5:1, 3, 3.8:1, 3, 10 [B9]; 5.5:11); ??? followed by *וכען* (TAD A4.5:6 [B17]).

¹⁰ Linen tunics were mentioned frequently in private letters as objects being bought or sent (TAD A2.2:11 [B2], 3.3:9, 11 [B8], 3.8:8-10, 13 [B9]); see B. Porten, *Archives from Elephantine*, 89-90.

¹¹ The root *שׁר* in the (*h*)*aphel* was regularly used in Egyptian Imperial Aramaic for dispatching an item (TAD A2.2:7, 13 [B2], 2.3:10 [B3], 2.4:7 [B4], 2.5:4 [B5]; 6.16:2-3) as distinct from sending a message or a letter (but cf. TAD A2.5:4, 7 [B5]), for which *של* was preferred. Also used in these letters was the (*h*)*aphel* of the root *אה* = "bring;" see below on line 6.

¹² This idiom, meaning "I did not like it," occurred only here in the Aramaic texts; a comparable, but infrequent Biblical idiom, was "my soul was attached" (Gen. 34:3; Ps. 63:9).

¹³ The pronominal suffix here and in line 12, as well as the pronouns ("you") in lines 8 and 10 are in the plural. Though addressed to individuals, these letters encompassed large family circles and shifted freely back and forth between singular and plural (TAD A2.2:3, 17 [B2], 2.4:11 [B4]).

¹⁴ Reference to barter, expressed by the term *הבנות* - *ב*, occurs also in line 7 and in TAD A2.4:9 (B4); see also 2.2:14 (B2).

¹⁵ Aramaic *תקבה/תקבת* (TAD A2.2:11 [B2]) = demotic *ṭ qbt*, "vessel," a dowry object in demotic "marriage contracts" (E. Lüddeckens, *Ägyptische Eheverträge* [Wiesbaden, 1960], Nos. 35:6, 44:x+2, 45:5, 46:6, 47:6); see B. Porten, *Archives from Elephantine*, 267-268, n. 7.

¹⁶ The (*h*)*aphel* of the root *אה* = "bring" alternated with the root *שׁר* in the (*h*)*aphel* = "dispatch" to designate the transportation of objects and persons (lines 7, 10; TAD A2.3:10 [B3], 2.4:11-12 [B4], 2.5:4-5 [B5], 2.6:10 [B6]; 3.3:10 [B8], 3.9:3, 3.10:6 [B12]; 6.14:3, *et al.*). Though used interchangeably, the two verbs actually express two facets of the transportation process — dispatching from the point of origin and bringing to the point of destination; for both roots in asyndetic sequence see TAD A6.10:3 and for a parallel Biblical sequence Gen. 37:32 (*piel* of *של* and *hiphil* of *בא*).

¹⁷ A regular item in the Elephantine bride's dowry (TAD B2.6:16 [B28]; 3.3:6 [B36], 3.8:20 [B41]), this oil was frequently requested by the correspondents of their relatives in Syene (TAD A2.2:13 [B2], 2.4:12 [B4]) and Luxor (2.5:5 [B5]); see also 4.2:10 [B14]) and B. Porten, *Archives from Elephantine*, 92-93.

¹⁸ Perhaps sesame oil was meant; see B. Porten, *Archives from Elephantine*, 92.

¹⁹ Concern about being concerned was a regular item in the Makkibanit letters, usually appearing with the greetings at the beginning, before the body of the letter, or at the end (TAD A2.2:3 [B2], 2.3:4 [B3], 2.4:3, 12 [B4], 2.6:9 [B6]), and may be restored in one of the Elephantine letters (TAD A3.9:6). Similar exhortations not to worry were found in earlier Egyptian and later Greek letters; see P. Turin 1972.12-13 (A7) and P.-E. Dion, *RB* 86 (1979), 569, n. 113, 571-573.

²⁰ This name was also borne by a contemporary Aramean scribe, son of Nargi, in Korobis near Oxyrynchus (TAD B1.1:17). Banit was an Akkadian feminine divine epithet employed in Aramean (TAD A2.2:5 [B2], 2.3:2 [B3], 2.6:8 [B6]) and Babylonian proper names (B2.1:19 [B23]).

²¹ This term also occurred in TAD A2.2:17 (B2).

²² I.e. "protect B. against H.;" see J.P. Hayes and J. Hoftijzer, *Vetus Testamentum* 20 (1970), 105-106; less likely is translation of the last two words as "out of love" (P. Swiggers, *Aegyptus* 61 [1981], 65-68).

Promise	And now, if I find a trustworthy man, ²³ ¹⁰ I shall bring ²⁴ something to you.
Greetings II	Greetings, Shabbethai son of Shug. Greetings, Pasai. VERSO ¹¹ Greetings, Eder son of Pasai. Greetings, Sheil son of Pṭaḥertais and Ashah ¹² son of Peṭekhnum. Greetings, the whole NEIGHBORHOOD.
Welfare	For your welfare I sent ²⁵ ¹³ this ¹² letter. ²⁶
Greetings III	¹³ Greetings (to) my father Psami from your servant ²⁷ Nabusha. ²⁸ Greetings, my mother ¹⁴ Mama (ERASURE: <i>and</i>). Greetings, my brother Bitia and his household. ²⁹ Greetings, Wahpre. ³⁰
External Address	¹⁵ To (<i>sealing</i>) Nanaihem from Nabushezib son of Peṭekhnum. ³¹ (To) Syene. ³²

²³ There was no regular delivery service, either for parcels or letters (E. Wente, *Letters from Ancient Egypt*, 8-10) and trustworthy messengers were not always available; see *TAD* A2.2:11-13 (B2), 2.4:10-11 (B4).

²⁴ See on line 6.

²⁵ Dubbed the "epistolary perfect," this verb in the past tense assumes the perspective of the recipient. Such usage is standard in the Salutation and Welfare clauses; D. Dempsey, *Biblische Notizen* 54 (1990), 7-11.

²⁶ With preposition, לשלם is elliptical for שאל לשלם, "inquire about (your) welfare;" cf. וישלח ... לשאל לו ולברכו (2 Sam. 8:10; for a victory blessing cf. Gen. 14:19-20). In our letters, שלם formed an inclusion, opening with blessings of the recipient and concluding with inquiry about him. Usually the Welfare clause was the very last item in the letter (*TAD* A2.2:17 [B2], 2.3:12-13 [B3], 2.4:13 [B4], 2.5:9 [B5], 2.6:10 [B6], 2.7:4 [B7]), but here it was inserted among the greetings and in A3.4:4-5 it preceded the final greetings. According to J.T. Milik this sentence defined the genre of the Makkibanit missives as "letters of courtesy," transmitting news and not notices announcing or accompanying the shipment of goods (*Biblica* 68 [1967], 550). This elliptical expression לשלםך, "(to inquire) about your welfare" has a literary parallel in the Words of Ahiqar — "The lion went, approached (to inquire) about the welfare (לשלם) [of the ass]" (*TAD* C1.1:94). A Roman period Greek letter concluded, "We pray that you are well" (*SB* VI 9230.22 [D17]).

²⁷ In the Internal Address of the letter of Makkibanit to this same father Psami he used the titles "my lord" and "your servant" (*TAD* A2.4:1 [B4]).

²⁸ Such a fulsome greeting, identifying the well-wisher and labeling both parties, was unique.

²⁹ Identical greetings, in the same order and with the same titles (mother, brother, household), and with additional reference to children, were relayed by Makkibanit at the beginning of his letter to Psami (*TAD* A2.4:2-3 [B4]). Both letters thus followed an identical sequence — father Psami, mother Mama, and brother Bitia — and it is thus likely that Mama was the true mother of both Makkibanit and Nabusha; see n. 1 above and on *TAD* A2.4:3 (B4).

³⁰ Unlike the preceding greetings addressed to unidentified persons, these final ones were addressed to the writer's father, mother, brother and family, and one more person.

³¹ As often, the external, as distinct from the internal, address gave the full name of one or both of the correspondents (*TAD* A2.2:18 [B2], 2.3:14 [B3], 2.4:14 [B4], 2.5:10 [B5], 2.6:11 [B6]; 3.3:14 [B8], 3.5:9, 3.6:5, 3.8:15 [B9], 3.9:9, 3.10:9 [B12]; 4.1:10 [B13], 4.3:12 [B15], 4.4:10 [B16]).

³² See on *TAD* A2.2:18 (B2).

B2

TAD A2.2 Bresciani-Kamil 2

LETTER RE 6½ SHEKELS, WOOL, OIL, AND BEAMS

DATE: Late 6th - early 5th Century BCE
 SIZE: 27 cm wide by 33.6 cm high
 LINES: 19 (= 18, perpendicular to the fibers on the recto, parallel to the joins; 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: From Makkibanit son of Psami to his sister Tashai
 OBJECT: 6½ Shekels, Wool, Oil, and Beams

Unlike the previous letter (*TAD A2.1 [B1]*), greetings were sent only to four persons, three at the beginning (line 3) and one at the end (lines 16-17). In that letter, Nabusha associated himself with Makkibanit (line 8); here, Makkibanit reported on the welfare of Nabusha (line 2). Makkibanit had given 6½ shekels to Banitsar as *wprt* and was now asking Tashai to get from Banitsar's mother Tabi 1 shekel's worth of that amount in wool and to inform him of other expected wool deliveries (lines 4-10, 16). He was unable to send various purchased items, both private and for the Temple of Banit, for lack of a reliable carrier (lines 11-13), and asked that he be sent castor oil and that Wahpre buy beams and pay with grain (lines 13-16). As follow-up to this letter an unknown party instructed Tabi to buy as much wool as she could with the shekel she had received from Banitsar and send it to Tashai (*TAD A2.6:3-7 [B6]*).

RECTO

Salutation I ¹Greetings, Temple of Banit in Syene.¹
 Internal Address To my sister Tashai² from your brother Makkibanit.³
 Salutation II ²I blessed you by Ptah that he may show me your face in peace.⁴
 Concern Nabusha is well ³here.⁵ Do not worry⁶ about him. I am not making him leave Memphis.⁷

¹ This Temple was also greeted in Makkibanit's letter to Psami (*TAD A2.4:1 [B4]*). See further on *TAD A2.1:1, 8 [B1]*; the addition of Syene appeared only in conjunction with Banit. Was it the Temple or the deity that was so localized? See on *TAD A4.7:5-6 [B19]* and *B3.2:2 [B35]*.

² In the letter to his "sister" Reia, Makkibanit told her to "look after Tashai and her son" (*TAD A2.3:11-12 [B2]*).

³ See on *TAD A2.1:1-2 [B1]*. In the previous letter, Nabusha associated himself with Makkibanit and sent greetings to Tashai (*TAD A2.1:3, 8 [B1]*).

⁴ For this blessing see on *TAD A2.1:2 [B1]*.

⁵ This formula occurred also in *TAD A2.6:8 [B6]* and *3.4:2*; in *A3.3:12 [B8]* it lacked the adverb "here;" in *2.3:4 [B3]* and *4.2:2 [B14]* the preposition *lamed* preceded the PN or the personal pronoun suffix. The salutation is restored in *TAD A4.4:1 [B16]*.

⁶ The verb is in the plural as is the possessive suffix of "your (welfare)" in line 17; see on *TAD A2.1:7-8 [B1]*.

⁷ In the previous letter, Nabusha said that he and Makkibanit were concerned about Nanaihem (*TAD A2.1:7-8 [B1]*). This paragraph might give the impression that Makkibanit was the senior party if could make Nabusha leave Memphis. The order of names in the address of the fifth letter, however, placed Nabusha first (*TAD A2.5:1 [B5]*).

Greetings I
Report I and
Instructions I

Greetings, ⁴Psami, ⁸Jakeh, ⁹Greetings, Nanaihem.¹⁰

And now behold,¹¹ the amount of money that ⁵was in my hand¹² I gave¹³ as *wpr*^d_f
¹⁴ to Banitsar¹⁵ son of Tabi sister of ⁶Nabusha — silver, 6 sh(ekels) and a zuz,¹⁶
silver zuz (to the ten).¹⁷ And now, send (word)¹⁸ ⁷to Tabi¹⁹ that she dispatch²⁰ to
you wool from part of the silver, 1 sh(ekel's worth). ⁸And now, if you be given a
lamb and its wool, send (word) to me; ⁹and if you be given the wool owed by
Makki,²¹ send (word) to me. ¹⁰And if you not²² be given (anything), send (word) to
me and I shall complain²³ against them here.²⁴

Report II

¹¹And now, I bought olive oil²⁵ and a tunic for Jakeh, and also for you ¹²1 pretty

⁸ Was this Psami Makkibanit's father (see line 18), and stepfather of Nabusha (see on TAD A2.1:13 [B1])? In Makkibanit's next letter, the internal addressee was Reia but the external one was his father Psami son of Nabunathan (TAD A2.3:1, 14 [B3]), while the following letter was addressed to Psami inside and out (TAD A2.4:1, 14 [B4]).

⁹ He was to be the beneficiary of a tunic bought by Makkibanit (line 11). Toward the end of the letter to his "sister" Reia, Makkibanit told her to be sure to send Tapamet (in Memphis) greetings from Jakieh (TAD A2.3:11 [B3]).

¹⁰ See on TAD A2.1:1-2 (B1). Nabusha wrote the previous letter to Nanaihem and sent greetings to Psami his father (TAD A2.1:1-2, 13 [B1]).

¹¹ See on TAD A2.1:4 (B1). The addition of the interjection הלו, "behold" also appeared in TAD A2.3:8 (B3); it appeared alone in 2.6:6 (B6).

¹² That is, "in my possession" (TAD A2.6:7 [B6]; 3.10:2, 7 [B12]; 4.3:4 [B15]; B2.3:18, 22 [B25]; 3.1:12, 14, 19-20 [B34], 5.5:7 [B49]; 7.3:4 [B52]; C1.1:107, 3.15:123

¹³ Reading נמת instead of נתת, a scribal metathesis.

¹⁴ Attempts to read this difficult word ופרת and interpret it as from the root פדו, "deliver, redeem" (e.g. J. Hoftijzer, *SEL* 6 [1989], 177-122) founder on the absence of that root in any of our Aramaic texts. The word has been derived from late demotic *wpre.t/wpr.t* with a conjectured meaning of "provisions" or the like (G. Vittmann, *WZKM* 83 [1993], 234-238); J.C.L. Gibson had earlier conjectured that it was an Egyptian technical term for government payments; *Textbook of Syrian Semitic Inscriptions*, II, 134.

¹⁵ According to my reconstruction of one of the following letters, he was the son-in-law of Nabusha and was present with him and Makkibanit (TAD A2.6:3, 8 [B6]) in Memphis, where the money transfer had been made. The women were all in Syene or Luxor. Makkibanit was now asking his sister Tashai to write to Luxor to Tabi, sister of Nabusha, and ask for one shekel reimbursement in the form of wool. It is not clear how the wool in the following sentences is related, if at all, to this wool.

¹⁶ A zuz was half a shekel and often appeared in the contracts as a variant of 2 quarters (TAD B3.4:6, 15, 18 [B37], 3.8:17 [B41], 3.9:8 [B42]; 4.3:17, 4.4:15; 5.5:3 [B49]).

¹⁷ See on TAD B2.2:15 (B24).

¹⁸ The root שלח was regularly used elliptically for sending a message or a letter (TAD A2.4:6-7 [B4], 2.5:8 [B5]; 3.1:2, 3.8:10 [B9]; 4.1:2 [B13], 4.3:9 [B15], 4.7:29 [B19], 4.8:17 [B20]; 5.2:8; 6.1:3, 5 [B10], 6.2:4-6, 21 [B11], 6.3:5, 6.15:8). Its Egyptian counterpart, with the same nuance, was *hib*, "send" = "write;" see P. Berlin 8869.4 (A1).

¹⁹ She was located in Luxor and two separate letters were addressed to her (TAD A2.5 [B5] and A2.6 [B6]).

²⁰ For this verb see on TAD A2.1:4 (B1).

²¹ See on TAD B5.1:11 (B47).

²² The presentation of alternate contingencies ("if [lines 8-9] ... if not") was a frequent feature of letters (TAD A3.8:7-8 (B9), 3.10:5-6 (B12); for Akkadian parallels see P.E. Dion, *RB* 89 (1982), 561.

²³ See on TAD B2.2:5 (B24).

²⁴ Presumably in Memphis, the seat of the deity Ptah (line 2) and the place whence he would not force out Nabusha (line 3).

²⁵ Since olive trees were rare in Egypt in early times (A. Lucas and J.R. Harris, *Ancient Egyptian Materials and Industries* [London, 1962], 333-335), this olive oil bought in Memphis may have been imported. An Aramaic Customs Account of 475 BCE listed the regular import on Ionian ships of oil, probably olive oil (TAD C3.7Ar:7, et al.)

	¹¹ vessel, ²⁶ ¹² and also perfumed oil for the Temple of Banit. ²⁷ But [I] have not yet found ²⁸ ¹³ a man (with whom) to dispatch them to you. ²⁹
Instructions II	And now, dispatch castor oil, ¹⁴ 5 ¹³ handfuls. ³⁰ ¹⁴ And do give ³¹ grain to Wahpre; and let him buy beams ¹⁵ and leave (them) in his house. ³² Do not stand before him; ³³ every beam which he will find ¹⁶ he should buy.
Instructions III	And if the shepherd (OR: Reia) gives you wool, send (word) to me.
Greetings II	Greetings, ¹⁷ Tetosiri; take care ³⁴ of her.
Welfare	For your ³⁵ welfare I sent ³⁶ this letter. ³⁷
External Address	¹⁸ To (sealing) Tashai from Makkibanit son of Psami. ³⁸ (To) Syene (cord) (to be) delivered. ³⁹

²⁶ See on TAD A2.1:5-6 (B1).

²⁷ Perfumed oil was used for anointing the desert sanctuary and its appurtenances (Ex. 25:6, 30:23-28).

²⁸ If אשכח were imperfect, as the original editors stated, the phrase would have to be translated "I will not yet find" (cf. J.P. Hayes and J. Hoftijzer, *Vetus Testamentum* 20 [1970], 103). To avoid such an awkward construction, we may posit a scribal error for אשכח (cf. TAD A2.4:11 [B4]); alternately the form could be *aphel* passive (for which see TAD B2.9:7 [B31]) — "a man has not yet been found" (T. Muraoka communication).

²⁹ See on TAD A2.1:9-10 (B1).

³⁰ This was the usual amount of that oil in the bride's dowry; see on TAD A2.1:7 (B1).

³¹ Transforming commands into requests, the periphrastic imperative (= imp. of יהי + participle) was a characteristic feature of these letters (TAD A2.3:11-12 [B3], 2.4:9 [B4], 2.7:2-3 [B7]) and was also used in an official order (TAD A6.1:3 [B10]). It often bore an iterative, durative emphasis; J.T. Milik, *Biblica* 48 (1967), 550. For other epistolary instructions to give someone grain see TAD A3.8:11 (B9).

³² Beams were used for roofing (TAD B3.5:8 [B38], 3.7:4 [B40], 3.10:13 [B43], 3.11:2 [B44], 3.12:13 [B45]). In a separate letter to his "brother" Wahpre, Makkibanit told him to take barley from Tashai, exchange it for beams, and leave them with Mama (TAD A2.4:9-10 [B4]), designated mother of both Nabusha and Makkibanit (TAD A2.1:13-14 [B1], 2.4:1-2 [B4]). Apparently Wahpre lived in the same house as Mama. For the terminology see on TAD A2.1:10 (B1).

³³ Aramaic קומ קומת = Hebrew עמד לפני, with the meaning of "oppose, resist" (Ex. 9:11; Ju. 2:14; 2 Ki. 10:4; Jer. 49:19; Nah. 1:6; Ps. 76:8, 147:17). For the Aramaic expression without the preposition see TAD A3.8:13 (B9).

³⁴ Also in TAD A2.1:8 (B1).

³⁵ The suffix is plural; see also line 3.

³⁶ For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

³⁷ See on TAD A2.1:12-13 (B1).

³⁸ See on TAD A2.1:15 (B1).

³⁹ This specification (יבל) appeared in all but one (TAD A2.1:15 [B1]) of the Makkibanit letters (TAD A2.3:14 [B3], 2.4:14 [B4], 2.5:10 [B5], 2.6:11 [B6], 2.7:5 [B7], where it is written plena יבל), and only in these letters. The last two words here, and in the following letters, were separated by blank space that made room for the cord that tied the document.

TAD A2.3 Bresciani-Kamil 1

LETTER RE WELFARE OF ḤARWODJ, A GUARANTOR, AND CLOTHING

DATE:	Late 6 th - early 5 th Century BCE
SIZE:	27 cm wide by 10.9 cm high
LINES:	14 (= 7, perpendicular to the fibers on the recto, parallel to the joins; 6 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
PLACE:	Syene
PARTIES:	From Makkibanit to his sister Reia and father Psami son of Nabunathan
OBJECTS:	Welfare of Ḥarwodj, a Guarantor, and Clothing

Reia had written earlier expressing anger at Makkibanit for not taking care of Ḥarwodj (lines 5-6). In defense, Makkibanit wrote to Reia that Ḥarwodj was well, both Tapemet and Aḥatsin were supporting him, he was treating him as a brother, and would that the goddess Banit do for him as much as he was doing for Ḥarwodj. It was Reia, in fact, who had not written to him (lines 4-5, 6-8). Salary had been paid and would be available in Syene (lines 8-9). The letter then proceeded to other matters. Any guarantor with a claim was to be sent to Tapemet; no garment was to be dispatched to her but greetings should be sent from Jakieh (lines 8-11). Finally, Makkibanit instructed Reia to look after Tashai, to whom he had written a separate letter (TAD A2.2 [B2]), and keep him informed about all matters in his house (lines 11-12). Uniquely, this letter had two addressees, sister Reia in the internal (line 1) and father Psami in the external (line 14). The greetings, to four parties, were concentrated at the beginning (lines 2-3).

RECTO

Salutation I	¹ Greetings, Temple of Nabu. ¹
Internal Address	To my sister Reia ² from your brother Makkibanit. ³
Salutation II	² I blessed you by Ptaḥ that he may show me your face in peace. ⁴
Greetings and Welfare I	Greetings, Banitsarel and Arag ³ and Esereshut and Sharrudur. ⁵ Ḥarwodj seeks after their welfare. ⁶

¹ See on TAD A2.1:1 (B1).

² This letter was addressed to Reia but sent to Psami (see on line 14). The next one would be sent to Psami with greetings to Reia (TAD A2.4:1, 3, 14 [B4]). J.C.L. Gibson thought that Reia was the actual sister of Makkibanit and that she lived in her father Psami's house; *Textbook of Syrian Semitic Inscriptions* (Oxford, 1975), II, 131. Egyptian letters addressed to a woman on the inside and a man on the outside have been attributed to the woman's illiteracy and the need to have the letter read for her by the man; E. Wente, *Letters from Ancient Egypt* (Atlanta, 1990), 9. Were the female recipients of the other letters in our collection all literate?

³ See on TAD A2.1:1-2 (B1).

⁴ See on TAD A2.1:2 (B1).

⁵ J.C.L. Gibson thought these four persons were children of Reia and younger siblings of Ḥarwodj; *Textbook of Syrian Semitic Inscriptions* II, 131

⁶ The idiom שלם שלם, "seek after the welfare" of PN, appeared regularly in the Salutation of Aramaic letters (TAD A3.5:1, 3.6:1, 3.7:1, 3.9:1, 3.10:1 [B12], 3.11:1; 4.1:1 [B13], 4.2:2 [B14], 4.3:2 [B15], 4.4:1 [B16], 4.7:2 [B19], 4.8:2 [B20]; 5.3:1; 6.1:2 [B10]); it had its roots in Late Bronze western Akkadian letters (P.-E. Dion, *Revue Biblique* 89 [1982], 544-46) and in the form *šn wdḥ* was to be found in the demotic letters (P. Berlin 13544.29 [C17], 15518.15 [C23]). Only here and in TAD A2.6:2, 7 (B6) in the Aramaic letters did the expression appear in Greetings, where the subject of the verb was an individual and not a deity. The verb without the nominal object but followed by the preposition ל, "about" occurred in line 6 with the same meaning. Using a similar verb, one of our demotic letters was translated "Let (them) ask (about) the well-being of PN and PN" (P. Berlin 15518.15-16 [C23]). The question presents itself whether a different meaning is to be assigned to the verb with

Concern⁷

And now,⁸ it is well (ERASURE: for) ⁴for Ḥarwodj here.⁹ Do not worry about him;¹⁰ as you could do for him, I am doing ⁵for him.¹¹ Both Tapemet and Aḥatsin¹² are supporting¹³ him. And now verily,¹⁴ a letter you have not sent¹⁵ ⁶(addressed) in his name.¹⁶ And now, that you were full of saying:¹⁷ ¹⁸ "He does not¹⁹ ask about Ḥarwodj," now, ⁷as much as I am doing for Ḥarwodj thus may Banit do for me.²⁰ **VERSO** ⁸Verily, is not Ḥarwodj my brother?!²¹

deity as subject than with human as subject — deity "looks after" PN but a person simply "inquires" about him? (so Dion, *op. cit.*, 531, n. 26; F.M. Fales, *JAOS* 107 [1987], 457-458) If the same meaning is meant in both instances, the idiom with a person as subject would mean that he prays for the distant individual's welfare and is not merely seeking information about him. A demotic correspondent berates the letter recipient for not asking about the former's welfare before Isis (*P. Berlin* 15607.x+1-x+3 [C20]).

⁷ Pursuing a rhetorical analysis of this paragraph, F.M. Fales saw it as a "momentary outburst" on the part of Makkibanit who felt that he was "righteous and acting as he should, while the family" was "wrong and acting wrongly" (*JAOS* 107 [1987], 462-463).

⁸ See on *TAD* A2.1:4 (B1).

⁹ See on *TAD* A2.2-3 (B2).

¹⁰ A similar reassurance was given by Makkibanit in his letter to Psami (*TAD* A2.4:3 [B4]); in general see on *TAD* A2.1:7-8 (B1).

¹¹ For this expression, "as you do for someone (-ל עבר, so do I" see *TAD* A3.5:6 (B3). In his letter to Psami, Makkibanit repeated his statement that he was "doing" for Ḥarwodj (*TAD* A2.4:4 [B4]).

¹² The mixed onomasticon is evidenced in the names of these two women — Tapemet is Egyptian and Aḥatsin is Akkadian. Ḥarwodj, of course, is Egyptian as is Esereshut, while Sharrudur is Akkadian.

¹³ The root סבל often had the technical meaning of old-age support (*TAD* B3.6:11-13 [B39], 3.10:17 [B43]; 5.5:4[B49]; see also C2.1:78) as well as the more generalized meaning of supporting an individual in distress (*TAD* C1.1:48, 72-74, 185); B. Porten, *Archives from Elephantine*, 269-272.

¹⁴ The interjection ארה occurred only in this letter, here and in line 8; its Biblical counterpart was ארי (Dan. 7:2, 5-7, 13).

¹⁵ Alternately, "A letter to him (= Ḥarwodj) you have sent;" E.Y. Kutscher, *IOS* 1 (1971), 109-110.

¹⁶ Elsewhere, the term בטם, "in the name of," referred to the sender (*TAD* A4.7:29sl [B19] || 4.8:28 [B20]; 1 Ki. 21:8; Est. 3:12, 8:8, 10). Here it must refer to the name of the recipient; cf. the Egyptian expression "your name is on them (*rn.k r.w*)" = "you are the addressee" (*P. Bibliothèque Nationale* 196, III.15 [A9]). In the contracts the term meant "regarding" and designated an object in suit (see on *TAD* B2.2:14 [B24]). Some would apply that meaning here; cf. F.M. Fales, *JAOS* 107 (1987), 462.

¹⁷ In your previous letter; alternately, in her letter to Ḥarwodj (E.Y. Kutscher, *IOS* 1 [1971], 109-110).

¹⁸ The expression מלי לבה, "to be full of someone's wrath" = "to be full of wrath against someone" contains the Akkadian loanword *libbātu*, "wrath" and occurred frequently in letters (Ashur ostrakon [KAI 233:19-20]; *TAD* A3.3:10 [B8], 3.5:4; 4.2:11 [B14]) and once in the Bible (Ezek. 16:30). The anger here would have been directed against Makkibanit in Reia's letter addressed to Ḥarwodj; E.Y. Kutscher, *IOS* 1 (1971), 109-110.

¹⁹ Makkibanit (Kutscher); alternately, "One does not."

²⁰ Cf. the similar statement in The Words of Aḥiqar (*TAD* C1.1:52) — "Now, you, just as I did for you, so, then, do for me;" B. Porten, *Archives from Elephantine*, 269-270.

²¹ Writers in the demotic letters also emphasized the fraternal relationship — "It is good (that) we are with you as (a) younger brother" (*P. Berlin* 13544.9-11 [C17]).

Report	And now behold, ²² allotment ²³ has been given to them ²⁴ ⁹ here ²⁵ and it will be taken before them at Syene. ²⁶
Instructions I	And now, if a guarantor has (a claim) against you, ¹⁰ bring ²⁷ him to Tapemet. ²⁸ And now, do not buy anything as clothing that you might dispatch ²⁹ to her. ¹¹ Greetings of Jakieh ³⁰ do send ³¹ her.
Instructions II	And now, do look after ³² Tashai ³³ and after ¹² her son and send (word about) every matter which was in my hose. ³⁴
Welfare II	For your welfare I sent ³⁵ ¹³ this ¹² lette ^{13r} . ³⁶
External Address	¹⁴ To (<i>sealing</i>) my father Psami son of Nabunathan from Makkibanit. ³⁷ (To) Syene (<i>cord</i>) (to be) delivered. ³⁸

²² See on TAD A2.2:4 (B2).

²³ The Elephantine soldiers received a regular, monthly פרוס, "allotment" (TAD A3.3:3-4, 6 [B8]; B4.2:6 [B48], 4.4:16) and reference here to this payment is the clearest indication that these Syenian Arameans were also soldiers, or at least in government employ; B. Porten, *Archives from Elephantine*, 270-274.

²⁴ Probably to Tapemet and Aḥatsin on behalf of Ḥarwodj (line 5). J.C.L. Gibson, *Textbook of Syrian Semitic Inscriptions* (Oxford, 1975), II, 131 assumed that it referred to the soldier son of Reia and his companions, temporarily serving in Memphis.

²⁵ In Memphis.

²⁶ The precise nuance of the sentence remains elusive due to (1) the ambivalence of the preposition קדמת, whether temporal, "ahead of" (TAD A3.3:11 [B8]; 4.3:10 [B15], 4.7:17 [B19], 4.8:16 [B20]; C1.1:2) or local, "in front of" (TAD A 2.2:15 [B2]; C1.1:85); (2) the force of the verb יתלקח, which occurred only once more in the Aramaic documents (TAD B2.3:17 [B25]). Will the salary formally paid in Memphis be forwarded to Syene before its recipients arrive there (B. Porten and J.C. Greenfield, *ZAW* 80 [1968], 228-230) or may it be collected by the recipients only "in person" when they return to their permanent post in Syene (J.T. Milik, *Biblica* 48 [1967], 549-550; see also E.Y. Kutscher, *IOS* 1 [1971], 113)?

²⁷ For this verb see on TAD A2.1:6 (B1).

²⁸ For this interpretation see B. Porten and J.C. Greenfield, *ZAW* 80 [1968], 228-230; *idem*, *JAOS* 89 (1969), 153-157. Taking ערב as meaning "pledge" and not "guarantor" one would translate something like "If you have a pledge, send it to Tapemet;" J. Hofstijzer and W.H. van Soldt, *Ugarit-Forschungen* 23 (1991), 214-215.

²⁹ For this verb see on TAD A2.1:4 (B1).

³⁰ I.e. "greetings from Jakieh." At the beginning of the letter to his "sister" Tashai, Makkibanit sent greetings first to Psami and then to Jakeh; he also bought a tunic for him (TAD A2.2:3-4, 11 [B2]).

³¹ For the periphrastic imperative see on TAD A2.2:14 (B2).

³² The expression "look after" (על חזי) occurred especially with children as object (TAD A2.7:2-3 [B7]; 3.5:6, [3.6:3]; 4.3:5 [B15]). For the periphrastic imperative construction see on A2.2:14 (B2).

³³ Does this advice imply that Reia was the older "sister?" Makkibanit sent a previous letter to Tashai (TAD A2.2 [B2]). Egyptian letters issued similar instructions — "give your attention to PN" (*P. Turin* 1972.12, 14 [A7]).

³⁴ The exact relation of "Tashai and her son" to "my (= Makkibanit's) house" remains uncertain. Ptolemaic demotic letters concluded with a similar formula — "If there is (a) matter there, let me be sent word concerning it" (*P. Berlin* 13538.33-35 [C16], 13544.35-37 [C17], 13547.9-12 [C18]).

³⁵ For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

³⁶ See on TAD A2.1:12-13 (B21).

³⁷ The Internal Address was made out to "my sister Reia" (line 1). See on TAD A2.1:15 (B1), 2.2:3-4 (B2).

³⁸ See on TAD A2.2:18 (B2).

B4

TAD A2.4 Bresciani-Kamil 3

LETTER RE SKINS, BEAMS, AND OIL

DATE:	Late 6 th - early 5 th Century BCE
SIZE:	27 cm wide by 11.8 cm high
LINES:	14 (= 8, perpendicular to the fibers on the recto, parallel to the joins; 5 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
PLACE:	Syene
PARTIES:	From Makkibanit son of Psami to his father Psami; also to Waḥpre
OBJECTS:	Family Welfare and Miscellaneous Goods

Addressed at the beginning and on the outside to his father Psami (lines 1, 14), this letter contained a second one, beginning in the middle, addressed by Makkibanit to his "brother Waḥpre" (lines 5-13). The first one sent greetings to three parties, plus the family of one, and reported on the care being tendered to Ḥarwodj (lines 2-4). The second part contained a request for skins to make a leather garment and five handfuls of castor oil (lines 7-8, 11-12), issued instruction about the acquisition and storage of wooden beams (lines 9-10), and reported on the purchase of striped cloth and scented oil but the absence of a reliable carrier (lines 10-11).

RECTO

Salutation I	¹ Greetings, Temple of Banit in Syene. ¹
Internal Address I	To my lord Psami, your servant Makkibanit. ²
Salutation II	I blessed you ² by Ptaḥ that he may show me your face in peace. ³
Greetings	Greetings, my mother Mama. Greetings, ³ my brother Bitia and his household ⁴ and his children. ⁵ Greetings, Reia. ⁶

¹ This temple was also greeted in Makkibanit's letter to Tashai (TAD A2.2:1 [B2]); see further on TAD A2.1:1, 8 (B1).

² For the slightly deviant address formula see on TAD A2.1:1-2 (B1). In the internal address Makkibanit addressed Psami as "my lord;" in the external address he wrote "my father" (line 14). Other letters displayed similar variations — "my mother" —> "my sister" (TAD A2.7:1, 5 [B7]); "my son" —> "my brother" (TAD A3.3:1, 14 [B8]). In a series of greetings at the end of a letter Nabusha designated Psami as "my father" and himself as "your servant" (TAD A2.1:13 [B1]). For combination of the titles "father" and "lord" see Gen. 45:8 and IQGenAp 2:24 (J.A. Fitzmyer, *The Genesis Apocryphon of Qumran Cave 1* [Rome, 1966], 46-47). For other "lord"—"servant" letters, see on TAD A6.1.1 (B10).

³ See on TAD A2.1:2 (B1).

⁴ The base form being אַנְשָׁא אוֹ אַנְשָׁא; cf. Mandaic *anašata*, "family, kinsfolk" (E.S. Drower and R. Macuch, *A Mandaic Dictionary* [Oxford, 1963], 24). These would comprise father, mother, sister, and brother (as in TAD B3.5:19 [B38] since children were mentioned next).

⁵ Identical greetings, in the same sequence and with the same titles, though without reference to children, were relayed by Nabusha at the end of his letter to Nanaiḥem (TAD A2.1:13-14 [B2]).

⁶ Here Makkibanit wrote to Psami and greeted Reia. The previous letter he wrote to Reia but addressed it to Psami (TAD A2.3:1, 14 [B3]).

Concern I	Do not worry about Harwodj. ⁷ ⁴ I am not leaving him alone, ⁸ as much as I am able. ⁹ And now, I am doing for him. ¹⁰
Internal Address II	⁵ To my brother Wahpre from your brother Makkibanit. ¹¹
Salutation III	(Blessings) of welfare and life I sent ¹² you. ¹³
Instructions I	And now, ¹⁴ ⁶ if the <i>srhly</i> ¹⁵ has reached ¹⁶ you, send (word) to me through Akbah son of Wahpre. ¹⁷ ⁷ And now, whatever you desire, ¹⁸ send (word) to me. ¹⁹ Dispatch ²⁰ to me skins ⁸ enough for a ²¹ leather garment. ²² VERSO ⁹ And do take ²³ barley ²⁴ from Tashai and give (it) in (exchange) for beams ¹⁰ and leave every beam which you find with Mama. ²⁵
Report	I bought striped cloth and ¹¹ scented ¹⁰ oil ²⁶ ¹¹ to bring ²⁷ to you ²⁸ but have not found a man to bring (them) to you. ²⁹

⁷ A similar reassurance was given by Makkibanit in his letter to Reia (*TAD* A2.3:3-4 [B3]); see in general on *TAD* A2.1:7-8 (B1).

⁸ The word here translated "alone" was simply indicated by the numeral stroke; so, too, in *TAD* A3.8:11 (B9). Fear of being abandoned in old age was very real (cf. Ps. 71:9, 18).

⁹ Lit., מִטָּאָה יָדִי, "my hand reaches;" also in *TAD* A2.6:5-6 (B6) and the popular parallel Hebrew expression, מִטָּאָה יָדִי, "(my) hand found" (Lev. 12:8, 25:28; Ju. 9:33; 1 Sam. 10:7, 23:17, 25:8; Is. 10:10, 14; Ps. 21:9; Jb. 31:25; Koh. 9:10).

¹⁰ I.e. "providing for him;" see on *TAD* A2.3:4 (B3). Milik rendered "I am (like) a servant to him;" *Biblica* 48 (1967), 552.

¹¹ Here began a new letter, a letter within a letter.

¹² For the "epistolary perfect" see on *TAD* A2.1:212-13 (B1).

¹³ Also in *TAD* A2.7:1 (B7) and ostrakon Clermont-Ganneau 70:2; cf. the Egyptian expression *snbty nhty*, "may you be healthy and living" (*P. British Museum* 10752.IV.7 [A3]).

¹⁴ See on *TAD* A2.1:4 (B4).

¹⁵ This enigmatic word occurred also in *TAD* A3.8:9 (B9), where the object was dyed and thus probably a garment of some kind. Others took it as a personal name; J.C.L. Gibson, *Textbook of Syrian Semitic Inscriptions*, II, 136.

¹⁶ For another passage where a garment is the subject of the verb מִטָּאָה, "reach" see *TAD* A2.1:4 (B1).

¹⁷ The praenomen is an Aramaic hypocoristic while the patronym is Egyptian.

¹⁸ The verb צָבִי, "desire," occurred in another letter (*TAD* A3.10:3 [B12]) and very frequently in contracts in the investiture clause (*TAD* B2.7:16 [B29], 2.11:7, 12 [B33]; 3.4:12-16 [B37]), the Waiver of Reclamation clause (*TAD* B3.7:15 [B40], 3.8:41 [B41]; 6.4:7), and in the Repudiation clause (*TAD* B2.6:25, 29 [B28]). The nominal צָבָא = Hebrew צָבָא was used to express something concrete (*TAD* A4.3:6 [B15]; 6.8:2-3; the exchange of letters between Solomon and Hiram [1 Ki. 5:22-23]).

¹⁹ One of the Elephantine demotic letters contains the Request "The thing which you seek here, send (word) to us concerning it" (*P. Berlin* 15518.12-13 [C23]).

²⁰ For this verb see on *TAD* A2.1:4 (B1).

²¹ The indefinite article might be expressed by the numeral "1"

²² The same Aramaic word, רָשָׁא, served to designate both "skin" of an animal (*TAD* C1:1:166) and "leather." Elsewhere there occurred the expression צָל מִשְׁכֵי, "skins of leather" (*TAD* A4.2:10 [B14]). For reference to hides in the Ramesside period see *P. Turin* 1887vs.III.11 (A5); for leather making see A. Lucas and J.R. Harris, *Ancient Egyptian Materials and Industries* (London, 1962), 33-37.

²³ For the periphrastic imperative see on *TAD* A2.2:14 (B2).

²⁴ This was the most common grain at Elephantine-Syene (*TAD* A4.10:14 [B22]; B3.1:10 [B34]; 4.1:2, 4.4:4, 8; 4.3:4, 6, 4.4:3, 5, 4.6:12 [B51]; 7.1:8; *et al.*).

²⁵ A parallel instruction was sent to Tashai; see on *TAD* A2.2:14 (B2).

²⁶ Both striped garments and scented oil were part of a bride's dowry (*TAD* B2.6:7 [B28]; 3.3:5 [B36], 3.8:7, 9, 20 [B41]; 6.1:9).

²⁷ For this verb see on *TAD* A2.1:6 (B1).

²⁸ The pronoun is in the plural; see on *TAD* A2.1:5 (B1).

²⁹ See on *TAD* A2.1:9-10 (B1).

Instructions II

And now, ¹²castor oil let them bring me, 5 handfuls.³⁰

Concern II

Do not worry about me; about you I worry.³¹

Welfare

¹³For your welfare I sent³² (ERASURE: to) this letter.³³

External Address

¹⁴To (*sealing*) my father Psami from Makkibanit son of Psami.³⁴
(To) Syene (*cord*) (to be) delivered.³⁵

³⁰ See on *TAD* A2.1:7 (B1) and 2.4:13-14 (B4).

³¹ See on *TAD* A2.1:7-8 (B1).

³² For the "epistolary perfect" see on *TAD* A2.1:12-13 (B1).

³³ See on *TAD* A2.1:12-13 (B1).

³⁴ See on line 1 and in general on *TAD* A2.1:15 (B1).

³⁵ See on *TAD* A2.2:18 (B2).

B5

TAD A2.5 Bresciani-Kamil 5

LETTER RE VESSELS, OIL, AND A SNAKE BITE

DATE: Late 6th - early 5th Century BCE
 SIZE: 27 cm wide by 11.9 cm high
 LINES: 10 (= 7, perpendicular to the fibers on the recto, parallel to the joins; 2 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Luxor
 PARTIES: From Nabusha son of Petekhnum and Makkibanit to Tarou and Tabi
 OBJECTS: Goods and a Snake Bite

The language of this letter alternated between singular (my, brother [line 1], me [line 2], I [line 3], me [lines 4, 8], I, me, I, I, I, I [lines 8-9]) and plural (your, we, you [line 1], your, you [line 2], us [lines 3-5]). The primary writer was Nabusha, who appeared first in the *Internal Address* (line 1) and alone in the external one (line 10). The prime addressee was Tarou, who appeared first at the beginning and alone on the outside. Since the other addressee, Tabi, was known to be his actual sister (TAD A2.2:5 [B2]), Tarou may have been likewise. The brothers complained that nothing had been sent to them since they left Syene and requested a chest, *bynbn*, and castor oil (lines 2-3). Nabusha rebuked Tarou for not writing and not inquiring as to his health after he had suffered a serious snake bite (lines 7-9). There were no greetings to, or concern about, any third party.

RECTO

Internal Address ¹To my sisters Tarou and Tabi¹ from your brother Nabusha and Makkibanit.²
 Salutation We blessed you ²by Ptah that he may show me your face in peace.³
 Complaint I And now, you should know that ³no²thing ³is brought to us from Syene. And moreover, since I left Syene,⁴ Sheil⁵ ⁴has not dispatched⁶ me a letter or anything (else).
 Instructions And now, let them bring⁷ us a chest ⁵and *bynbn*. And if you can bring us castor oil⁸ let them bring (it) in the hand of⁹ Ḥarwodj ⁶son of Bethelshezib¹⁰ who is coming to bring down *tryh* to *Bmršry*.¹¹
 Complaint II ⁷And what is this that a letter you have not dispatched **VERSO** ⁸to me?!¹² And I, a snake bit me and I was dying and you did not send (to inquire) ⁹if alive I was or if dead I was.¹³

¹ See on TAD A2.2:5-7 (B2).

² See on TAD A2.1:1-2 (B1).

³ See on TAD A2.1:2 (B1).

⁴ For similar complaint see TAD A3.3:3 (B8), 3.5:5.

⁵ Was he the Sheil son of Ptahertais greeted in Nabusha's letter to Nanaihem (TAD A2.1:11 [B1])?

⁶ For this verb see on TAD A2.1:4 (B1).

⁷ For this verb see on TAD A2.1:6 (B1).

⁸ For this constant request see on TAD A2.1:7 (B1).

⁹ I.e. "through the agency of."

¹⁰ This party's name is further evidence of the mixed onomasticon; Ḥarwodj is Egyptian and Bethelshezib is Aramaic.

¹¹ An unidentified place name.

¹² For a similar complaint about not receiving any letter, see TAD A3.5:5. Demotic letters were replete with such complaints; see P. Berlin 13579.x+11-x+12 (C10), 15607.x+5-x+6 (C20).

¹³ This was no doubt the most poignant statement in all the letters.

Welfare

For your welfare I sent¹⁴ this letter.¹⁵

External Address

¹⁰To (*sealing*) Tarou from Nabusha son of Petekhnum.¹⁶
(To) Luxor (*cord*) (to be) delivered.¹⁷

¹⁴ For the "epistolary perfect" see on *TAD* A2.1:12-13 (B1).

¹⁵ See on *TAD* A2.1:12-13 (B1).

¹⁶ See on *TAD* A2.1:15 (B1).

¹⁷ See on *TAD* A2.2:18 (B2).

B6

TAD A2.6 Bresciani-Kamil 6

LETTER RE 6½ SHEKELS, WOOL AND A TRIP

DATE: Late 6th - early 5th Century BCE
 SIZE: 27 cm wide by 11.6 cm high
 LINES: 11 (= 7, perpendicular to the fibers on the recto, parallel to the joins; 3 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Luxor
 PARTIES: From [PN son of] *Srh* to his mother Tabi
 OBJECT: 6½ Shekels, Wool and a Trip

Unfortunately, this letter cracked in the middle while still rolled up and so the center third is missing and various attempts at restoration have been made.¹ According to our restoration the unknown addressor wrote to his "sister" Tabi that Makkibanit had given to Banitsar 6½ shekels and that the addressor and his son had now written a document for Banitsar concerning the transaction. He further instructed Tabi to take the one shekel she had already received and buy with it as much wool as she could and send it to Tashai (lines 3-7). Greetings were sent from *Nabusha*, Makkibanit, and Banitsar. A search was being made for a boat to transport Banitsar's son to them (lines 7-10). This letter was a follow-up to Makkibanit's instruction to Tashai to write to Tabi for one shekel's worth of wool out of the 6½ shekels he had given Banitsar (TAD A2.2:4-7 [B2]).

RECTO

Internal Address	¹ To my sister Tabi ² from [your] b[rother PN]. ³
Salutation	I blessed you by Ptaḥ that ² he may let me behold your face in pe[acc]. ⁴
Greetings	PN] my son seeks after your welfare. ⁵
Report and Instructions	³ And now, Ma[kkibanit] gave [to Banitsar] son-in-law of Nabusha silver, ⁴ 6 sh(ekels) and a zuz. ⁶ [<i>Banitsar came to me</i>] and brought me forth, ⁷ me and my son, ⁸ ⁵ and I wrote [<i>a document</i>] ab[out it] ⁹ for him. [<i>Go</i>] and buy wool as much as you are ⁶ able ¹⁰ and dis[patch] ¹¹ it to Tashai at Syene. Behold, (from) the silver which was ⁷ in his hand he gave [1] <i>sh(ekel)</i> [to you]. ¹²

¹ The restoration herein presented is essentially that worked out in 1974 by B. Porten and J.C. Greenfield, *IOS* 4 (1974), 14-30. The bibliography there may be supplemented by the more recent attempt of J. Hoftijzer, *SEL* 6 (1989), 117-122.

² See on TAD A2.2:5-7 (B2)

³ This was a new, unidentifiable party whose patronymic was *Srh* (line 11). Attempts to restore the name of Banitsar here (J.T. Milik, *Biblica* 48 [1967], 548) founder on the fact that he was spoken of in the third person in line 8. For refutation of the attempt by Wesselius see J. Hoftijzer, *SEL* 6 (1989), 118-119.

⁴ See on TAD A2.1:2 (B1).

⁵ See on TAD A2.3:3 (B3).

⁶ Just as Makkibanit reported to Tashai at Syene (TAD A2.2:5-6 [B2]).

⁷ To the house of the scribe who wrote the following document. Those who derived מפרוּת in TAD A2.2:5 (B2) from פָּדוּ, "redeem" interpret the verb אִפְקִי here in similar fashion, namely "emancipate" (D.R. Hillers, *Ugarit-Forschungen* 11 [1979], 379-382; J. Hoftijzer, *SEL* 6 [1989], 117-122).

⁸ The son served as support to his father in this legal transaction; cf. TAD B2.2:4-5 (B24).

⁹ On behalf of Makkibanit.

¹⁰ See on TAD A2.4:4 (B4).

¹¹ For this verb see on TAD A2.1:4 (B1).

¹² In his letter to Tashai, Makkibanit instructed her to request from Tabi one shekel's worth of wool out of the 6½ shekels given Banitsar and inform Makkibanit about other wool deliveries (TAD A2:4-10 [B2]). The writer here assumed that Tabi already had the one shekel in her possession.

Welfare I	[<i>Nabusha</i> and <i>Makki</i>]banit ¹³ seek after your welfare VERSO ⁸ and the welfare of <i>Tarou</i> ¹⁴ and [PN and PN.
Concern	And n]ow, ¹⁵ <i>Banitsar</i> is well here. ¹⁶ ⁹ And (as for) his son, do not be [worry about him. ¹⁷ <i>And now, behold</i>], we are seeking a boat ¹⁰ that they may bring ¹⁸ him to you. ¹⁹
Welfare II	For [your welfare I sent] ²⁰ this [le]tter. ²¹
External Address	¹¹ To (<i>sealing</i>) my mother [Tabi from PN son of] <i>Srh</i> . ²² (To) <i>Luxor (cord)</i> (to be) delivered. ²³

¹³ *Nabusha* and *Makkibanit* were associated in an expression of concern for *Nanaihem* and her family (*TAD* A2.1:7-8 [B1])

¹⁴ Both *Makkibanit* and *Nabusha* addressed a letter to *Tarou* and *Tabi* (*TAD* A2.5.1 [B5]) and perhaps *Tabi*'s name followed in the lacuna here.

¹⁵ See on *TAD* A2.1:4 (B1).

¹⁶ See on *TAD* A2.2:2-3 (B2).

¹⁷ See on *TAD* A2.1:7-8 (B1).

¹⁸ For this verb see on *TAD* A2.1:6 (B1).

¹⁹ The pronoun is in the plural even through the letter was addressed to a single person; see on *TAD* A2.1:5 (B1).

²⁰ For the "epistolary perfect" see on *TAD* A2.1:12-13 (B1).

²¹ See on *TAD* A2.1:12-13 (B1).

²² See on *TAD* A2.1:15 (B1).

²³ See on *TAD* A2.2:18 (B2).

B7

TAD A2.7 Bresciani-Kamil 7

LETTER RE THE CHILDREN

DATE: Late 6th - early 5th Century BCE
 SIZE: 27.5 cm wide by 12.5 cm high
 LINES: 6 (= 5, perpendicular to the fibers on the recto, parallel to the joins; 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Luxor
 PARTIES: From Ami to his mother/sister Atardi(mri)
 OBJECT: Family Welfare

This short letter was addressed by Ami to "my mother" on the inside and to "my sister" on the outside, in the process contracting the name from Atardimri to Atardi (lines 1, 5). It sent greetings to three sisters at the beginning and to four named persons at the end (lines 2-4). The operative part contained one statement that Ami was relying upon his mother/sister to look after "those children" (lines 2-3), probably the ones greeted at the beginning. The scribe was different from that of the previous six letters (TAD A2.1-6 [B1-6]) and all the names are new. The onomastic ambience, however, was the same — Egyptian (Ami [?], Esweri, Kiki, Shepneit, Peteamun, Heriuṭo), Aramaic (Atardimri), Arabian (Zababu), and even Persian (Vasaraza).

RECTO

Internal Address	¹ To my mother Atardimri from your brother Ami. ¹
Salutation	(Blessings of) [welfare and] life I sent ² you. ³
Greetings I	² Greetings, my sisters Esweri and Zababu ⁴ and Kiki.
Instructions	And now, ⁵ I am relying upon you. Do ³ look after ⁶ those children. ⁷
Greetings II	Greetings, Vasaraza, and Shepneit and her children, and Peteamun. Greetings, ⁴ Heriuṭo and her sister.
Welfare	For your welfare I sent ⁸ this letter. ⁹
External Address	⁵ To (<i>sealing</i>) my sister Atardi from [your] brother [A]mi. ¹⁰ (To) Luxor (<i>cord</i>) (to be) delivered. ¹¹

¹ See on TAD A2.1:2 (B1). In the External Address (line 5) Atardimri's name was abbreviated to Atardi and she was designated "sister."

² For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

³ See on TAD A2.4:5 (B4).

⁴ This name has been related to that of the Arabian queen *Za-bi-bi-e* which appears in Neo-Assyrian sources; R. Zadok, *BO* 38 (1981), 548.

⁵ See on TAD A2.1:4 (B1).

⁶ For the periphrastic imperative see on TAD A2.2:14 (B2). For the expression *לך עי*, "look after" see on A2.3:11 (B3).

⁷ Those children were probably the three sisters greeted in the previous sentence; P. Grelot, *Documents araméens d'Égypte* (Paris, 1972), 167-168. For instructions in a Greek letter to watch over five enumerated persons see *BGU* XIV 2418.16-18 (D16).

⁸ For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

⁹ See on TAD A2.1:12-13 (B1).

¹⁰ This was the only one of these letters not to give the patronymic of the addressor; see on TAD A2.1:15 (B1).

¹¹ See on TAD A2.2:18 (B2).

MISCELLANEOUS LETTERS (B8-12)

B8

TAD A3.3 Padua I

LETTER RE SALARY, GARMENTS AND JOURNEY

DATE: First quarter of 5th century BCE¹
 SIZE: 29.5 cm wide (= [3.4+]11.1+10.6[+4.4]) by 10.6 cm high
 LINES: 13 (= 7+, perpendicular to the fibers on the recto, parallel to the joins; +5 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Osea son of Peṭe[...] to his son ("brother") Shelomam
 OBJECTS: Salary, Garments and Journey

In earlier correspondence, Shelomam, normally stationed in Migdol, had asked his father Osea to bring him a garment and tunic to Memphis (lines 8-11) and informed him that he was setting out for Elephantine (line 2). The father did not manage to get the garments to him in time and now promised to deliver them before Shelomam returned to Memphis. The present letter was written on a piece of patched papyrus upon arrival of news of Shelomam's pending release from duty (line 13). Osea now informed his son that both he and his mother had become uneasy after Shelomam's departure for Upper Egypt and the father reported that his son's salary was being withheld until his return to (Lower) Egypt (lines 3-6). Meanwhile, he extended him the customary blessings and greetings, including one to the Jewish Temple at Elephantine (lines 1-3), assured him of the well-being of his mother and children (line 12), and urged him to "be a man" (line 7).

RECTO

Salutation I ¹[Greetings], the [T]emple of YHW in Elephantine.²
 Internal Address To my son Shelomam [fr]om your brother Osea.³
 Salutation II (Blessings) of welfare and strength⁴ [I sent⁵ you.
 Report I ²And now], from the day that⁶ you went on that way,⁷ my heart is not good.⁸
 Likewise, your mother.

¹ See B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II* (Jerusalem, 1990), 16-17.

² This was the only letter that sent greetings to the Jewish Temple; for greetings to the pagan temples at Syene see on TAD A2.1:1 (B1).

³ The combination "son" - "brother" in an epistolary address occurred only here. The External Address has "brother" - "brother" (line 14). See further on TAD A1:1-2 (B1).

⁴ For this double blessing cf. Ps. 29:11.

⁵ The verb in this formula (also in TAD A3.8:1 [B9]; 6.3:1, 6.5:1, 6.6:1, 6.7:1, 6.16:1 [all letters of Arsames]) is the *haphel* of 𐤎 , usually used in letters for the dispatch of objects (see on TAD A2.1:4 [B1]). For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

⁶ It was common for a letter to begin with a temporal reference or allusion followed by a verb of motion (TAD A4.3:3 [B15], 4.7:4-5 [B19], 4.8:3-4 [B20]; 6.3:2; and possibly A4.4:2 [B16]) or some other action (TAD A4.2:2 [B14]; 6.10:1).

⁷ The expression "go on the way" occurs frequently in Hebrew, both in a figurative (1 Sam. 15:20) and in a literal sense (Gen. 35:3; Deut. 2:27, 6:7, 11:9; 1 Sam. 24:7, 28:22; 2 Sam. 16:13; 1 Ki. 13:9; Jer. 2:17; Ru. 1:7; Koh. 10:3). P.-E. Dion, *RB* 86 (1979), 567, n. 108 suggested here the nuance "to set out on a campaign" on the basis of the Akkadian cognate *harrāna alāku*.

⁸ The Hebrew combination "good heart" occurs frequently with the meaning of "happiness" (1 Ki. 8:66; Is. 65:14; Koh. 9:7; Est. 5:9; Prov. 15:15; 2 Chron. 7:10). In legal context, the statement "my heart is good" was an expression of satisfaction; see on TAD B2.6:5 (B28).

Salutation III	Now, blessed be you [by YHW the God ³ that He may let] me [be]hold your face in peace. ⁹
Report II	Now, from the day that you ¹⁰ went out from Egypt, ¹¹ allotment ¹² has not been g[iven to us/you here. ⁴ And when] we complained ¹³ to the OFFICIALS ¹⁴ about your allotment here in Migdol, ¹⁵ thus was said to us, saying: "About this, [you, complain ¹⁶ ⁵ before] the scribes ¹⁷ and it will be given to you." Now, when you will come to (Lower) Egypt [... ⁶ ...] your [al]lotment which has been withheld, ¹⁸ all of it.
Query and Encouragement	Now, how is the household ¹⁹ doing ²⁰ and how was your leaving? If [...] will be ⁷ [... w]ell/p]eace and there is no damage. ²¹ Be a man. Do not WEEP ²² until you come [...]

⁹ This was a variation of the usual Salutation formula, "I blessed you by DN that he may let me behold your face in peace" (see on *TAD* A2.1:2 [B1]; J.A. Fitzmyer, *JNES* 21 [1962], 18). The participial formula ("Blessed be PN by/before DN") occurred regularly in the Aramaic proskynemata graffiti in the Temple of Seti I at Abydos; P.-E. Dion, *RB* 86 (1979), 566, n. 104.

¹⁰ The verb here is in the plural as in lines 5 and 13. So, too, is the suffix of "salary" in lines 4 and 6.

¹¹ The reference is to Lower Egypt as distinct from Pathros = Upper Egypt; cf. Is. 11:11.

¹² See on *TAD* A2.3:8 (B3).

¹³ See on *TAD* B2.2:5 (B24).

¹⁴ In Aramaic and contemporary Hebrew texts ממש was the regular title for the governor of a province (*TAD* A4.7:1, 29 [B19], 4.8:28 [B20]; C2.1:31, 52; Hag. 1:1, 14, 2:2, 21; Mal. 1:8; Ez. 5:3, 6, 14, 6:6-7, 13, 8:36; Neh. 2:7, 9, 3:7, 5:14-15, 18, 12:26; *et al.*). The same form as here appears in Dan. 3:2-3, 27 where it designates the third official in the hierarchy after satraps and prefects. It would be strange, however, in Migdol to appeal to more than one district governor.

¹⁵ This was one of the centers of Jewish settlement during the time of Jeremiah (44:1, 46:14) and the expression "from Migdol to Syene" was used by Ezekiel to indicate the extent of the land of Egypt from one end to the other (29:10, 30:6).

¹⁶ Restored differently by E.Y. Kutscher apud J. Naveh, *AION* 16 (1966), 26.

¹⁷ Were these the "treasury scribes" who were elsewhere responsible for the recording of grain (*TAD* B4.3:13, 15-16, 4.4:12, 14) or the "provincial scribes" (*TAD* A6.1:1, 6 [B10])? Where was the complaint to be registered? See further B. Porten, *Archives from Elephantine*, 51-52, 60.

¹⁸ The verb כלי was quite malleable — "withhold" salary (as here), "detain" a suspected party (*TAD* A4.4:14-15 [B14]), and "restrain" a builder (*TAD* B2.1:6-7, 9-10 [B23]).

¹⁹ This must have referred essentially to his wife or to extended family since his mother and children were in Migdol (line 12).

²⁰ This phrase (אִךְ בִּיתְךָ עֵבִיר) was also restored in *TAD* A5.1:3; see J. Naveh, *AION* 16 (1966), 26-27 with comments by E.Y. Kutscher; for a different translation see J.A. Fitzmyer, *JNES* 21 (1962), 20.

²¹ Due to the broken context it is not clear whether the word מחבל denoted physical harm (cf. Dan. 3:25, 6:24) or general damage (cf. Ez. 4:22; *TAD* A4.5:2 [B17]). For the last citation the meaning of "fault, something disloyal" has also been suggested; A.E. Cowley, *Aramaic Papyri*, 100; J.M. Lindenberger, *Ancient Aramaic and Hebrew Letters*, 70, n. 8. The same combination of "well-being" and "no damage/harm" occurred in demotic letters (*P. Berlin* 15527.27-28 [C15], *P. Padua* x+15-x+18 [C22]); for further discussion see P.-E. Dion, *RB* 86 (1979), 569, n. 115.

²² The verb אָשַׁד occurred only here in the papyri in the *etpeel*; for its occurrence in *peal* see *TAD* C1.1:184 ("shed blood"). In the form here it appears in 11Q^gJob 16:5-6 where it translates Hebrew חַתְּמָךְ ("my soul is poured out within me" = "my life runs out" [Jb. 30:16]). The sense assumed here is "Be a man; don't be a cry-baby!" Other suggestions include "do not dissipate" (Fitzmyer, *JNES* 21 [1962], 20), "do not be troubled," "do not be confounded" "do not be angry" (J. Naveh *AION* 16 [1966], 27 with comments by E.Y. Kutscher). This word benefited from discussion with Richard Steiner.

VERSO

	⁸ [...]
Report III	⁹ (concerning what you wrote) in the letter of yours about a tunic and a garment, ²³ your tunic and your garment are made [... ¹⁰ ...] for your mother I made. Do not be full of anger ²⁴ because I did not bring ²⁵ them to Memphis. When you will c[ome there ¹¹ I shall bring] them before you. ²⁶
Report IV	Now, I bought for me, I, ²⁷ a ²⁸ tunic of linen. ²⁹
	Now, [... ¹² ...] ... and a garment until you come.
Report V	Your mother and the children, all (of them), are well. ³⁰
	Now, here we have been [...].
Date	¹³ [On the x day] of Mecheir ³¹ I wrote this letter when thus we heard, saying: "You will be released ³² [...]."
External Address	¹⁴ (sealing) To my brother Shelomam son of Osea, your brother Osea son of (cord) Peṭe[...]. ³³

²³ Requests for garments from home occurred frequently; see on *TAD* A2.1:4 (B1).

²⁴ For this idiomatic expression see on *TAD* A2.3:6 (B3).

²⁵ The verb here (איתח) must have the meaning of "dispatch;" see on *TAD* A2.1:6 (B1).

²⁶ For this phrase see on *TAD* A2.3:9 (B3).

²⁷ The independent pronoun אנה is used here to reinforce the indirect object — "for me myself." This usage occurred frequently in the contracts to emphasize ownership (with אנה — *TAD* B2.2:7-8 [B24], 2.10:12 [B32], 2.11:5 [B33]; 3.5:9, 19 [B38]; with אנת — B2.10:8 [B32], 2.11:3 [B33]; 3.12:17 [B45]); see on *TAD* B2.2:7 (B24).

²⁸ For the indefinite article see on *TAD* B2.1:4 (B23).

²⁹ See reference to line 9.

³⁰ See on *TAD* A2.2:2 (B2).

³¹ The date, when it appeared in a letter, came at the end and followed the Egyptian calendar in the private letters written at the beginning or the end of the century (*TAD* A3.8:14 [B9], 3.9:7; 4.2:15-16 [B14]) and the Babylonian calendar in the official letters (*TAD* A4.7:30 [B19], 4.8:29 [B20]; 5.1:4-5; 6.1:7 [B10] on the outer fold, 6.2:28 [B11] on the outer fold). It also appeared at the end in the demotic and Greek letters, (*P. Berlin* 13540.9 [C1], 13572.6 [C2], 13539.4-5 [C3], *et al.*; *BGU* XIV 2418.20 [D16], where see note).

³² From active duty? The verb פטר occurred also in *TAD* A3.9:7.

³³ See on line 1. Addressee and addressor both have Jewish names, but the father of the writer had an Egyptian name.

B9

TAD A3.8 Cowley 42 (Sachau Plate 16)

LETTER RE BORROWING, SELLING, AND TRANSPORTING

DATE:	Last quarter of 5 th century BCE
SIZE:	31.5 cm wide by 15.4 cm high
LINES:	15(= 11, perpendicular to the fibers on the recto, parallel to the joins; 3 lines plus 1 line address on verso parallel to the fibers); folded from bottom to top
PLACE:	Elephantine
PARTIES:	From Hosea son of <i>Nathan</i> to Ḥaggus son of Hodo
OBJECTS:	Borrowing, Selling, Transporting

Hosea wrote to his "brother" Ḥaggus, if the name is correctly restored, that he had paid out ten karsh to/in the presence of the Persian judge Pisina and had apparently recovered five karsh (the text is fragmentary). To get the other five karsh he advised Ḥaggus to take a loan or sell various houses. Whether he got the money or not, he was to come down to Memphis immediately (lines 2-8). But he was also told to go to Betheltaden and get from him eight different garments and inform Hosea of his success therein (lines 8-10). The writing on the last line of the recto and its counterpart on the left edge of the first line of the verso is worn away and the text uncertain. Ḥaggus was given instructions, should he come to Memphis alone, what to do for *Ašn*, one of the house-owners alluded to earlier (line 11). Suddenly, the "Jews" appear in the damaged text and the letter concluded with an urgent plea to come down immediately and bring with him a tunic for Hosea (lines 12-14).

RECTO

Internal Address	¹ [To my brother Ḥagg]us, ¹ your brother H[ose]a. ²
Salutation	Abundant (blessings of) welfare and strength I sent ³ yo[u]. ⁴
Report	[And now, ... ² ... Pi]sina the judge and into his [<i>hand</i>] we paid silver, 10 karsh, and 1 karsh [... ⁵ ... ³ ...] in ... hands which ... f[o]und ... silver, 5 karsh. ⁶

¹ The second half of this name appears in the Internal Address and the first half in the External Address but the name is otherwise unattested and inexplicable.

² For the abbreviated address formula see on TAD A2.1:1-2 (B1).

³ For the "epistolary perfect" see on TAD A2.1:12-13 (B1).

⁴ For this formula see on TAD A3.3:1 (B8).

⁵ Perhaps to be restored by something like *לה לשלמה עליון לשלמה*, "remains from us to pay him" (cf. TAD B3.12:6 [B45] and 4.2:9 [B45]).

⁶ The sense of this Report seems to be that Hosea had paid out ten karsh and had already retrieved five karsh.

- Instructions I Now, [...] ⁴with you that he [gi]ve you silver, 5 ka[r]sh. And write for them⁷ a document⁸ about them.⁹ And if they do not [give] all [the] silver ⁵at interest or do not [gi]ve (it) to you, saying, "Give a security,"¹⁰ sell the house of Zaccur and/or the house of Ašn. [And] if they do not sell/buy¹¹ ⁶them, seek a man who will buy the [b]ig house of Hodo¹² and give it to him for the silver¹³ that will be fixed on it.¹⁴
- Instructions II And when ⁷this letter [shall] reach you,¹⁵ do not stand (still). Come down¹⁶ to Memphis immediately. If you find silver, [come] down immediately, ⁸and if you do not¹⁷ find (any), still¹⁸ come down immediately.¹⁹
- Instructions III Go to Betheltaden²⁰ and he will give you [1] ... tunic, 1 w'sh-garment, ⁹1 woolen ... tunic, 1 p'qs, 1 ... dyed srhlš,²¹ [1] pl[...]qt' [...] p^d, a(ll told) 7,²² ¹⁰1 worn tunic.²³ And when he will give them to you, send (word) to me. And if he does not give them to you, [s]end (word) to me.²⁴

⁷ I.e. for the creditors

⁸ A loan contract. Those that have come down to us were for small amounts, four shekels and less (*TAD* B3.1:3 [B34]; 4.2:2 [B48]). Fifty shekels was more than twelve times that amount.

⁹ I.e. the money.

¹⁰ I.e. a loan on security. Among objects that might serve as security for loans were houses and slaves, i.e. valuable possessions (see on *TAD* B3.1:9-10 [B34]).

¹¹ Since the same root was used for "buy" and "sell" (בָּכַר), this sentence may either mean, "If Zaccur and Ašn are not willing to sell" or "If no one is willing to buy" (so P. Grelot, *Documents araméens d'Égypte*, 131).

¹² Could this be the same Hodo as the father of the addressee?

¹³ I.e. the price.

¹⁴ These instructions seem to indicate three ways by which to raise the remaining five karsh — seek a loan at interest or one backed by security; sell the house(s) of Zaccur and/or Ašn; sell the house of Hodo for market value; see B. Porten, *Archives from Elephantine*, 273. Mahseiah had given his daughter Mibtahiah a house in exchange for five karsh he had received from her earlier (*TAD* B2.7:4-6 [C29]).

¹⁵ Instructions to do something upon the arrival of the letter was an epistolary formula in identical language in Hebrew and Egyptian; see 2 Ki. 5:6, 10:2-3 and D. Pardee, *Handbook of Ancient Hebrew Letters* (Chico, CA, 1982), 173; for early Egyptian examples, A.E. Bakir, *Egyptian Epistolography* (Cairo, 1970), 80-81; and for our demotic documents, P. Berlin 15527.19-20 (C15).

¹⁶ For the combination "come down"... "do not stand (still)" see Joseph's message to his father (Gen. 45:9).

¹⁷ For this positive-negative, double contingency construction see on *TAD* A2.2:8-10 (B2).

¹⁸ This simple word בָּנָה, here rendered "still," played a significant role in the contract Warranty clauses, where it is rendered "likewise" (see on *TAD* B2.1:8 [B23]).

¹⁹ This double command "not to stand (still)" but "to come down immediately" is repeated below in line 13. Letter writers often conveyed a sense of urgency in issuing their instructions or commands (*TAD* A6.2:6, 22 [B11]); for Akkadian and Hebrew parallels see P.E. Dion, *RB* 89 (1982), 563.

²⁰ This, like the other Bethel- names, is Aramean.

²¹ See on *TAD* A2.4:6 (B4).

²² The Aramaic text here reads כ followed by seven numeral strokes. I can make no sense of this other than to suggest that the letter is an abbreviation of כל, "all (told)." These seven must have been new garments, while the following eighth one was worn.

²³ The purpose of these garments was not indicated. It was not stated that they were to be brought down to Memphis (see line 13 below). Tunics figure frequently in letters; see on *TAD* A2.1:4 (B1).

²⁴ For a similar, double, positive-negative request for information ("whether or not, let me know"), see *TAD* A2.2:8-10 (B2).

Instructions IV	Now, ¹¹ if you come down alone ²⁵ to Memphis, do not leave <i>Ašn</i> ²⁶ Give him <i>grain</i> ²⁷ so [<i>that</i>] you will not
Instructions V	VERSO ¹² When the Jews will bring them in before ... [<i>was</i>] abandoned ... ¹³ their words. Do not stand (still). Come down immediately and immediately. ²⁸ Bring me down 1 tunic in your hand ... ¹⁴ to bring to me.
Date	Written on 27 Tybi. ²⁹
External Address	¹⁵ To (<i>sealing</i>) [my] bro[ther] Ḥaggus ³⁰ [s]on of Hodo, your brother Ho[sea son of (<i>cord</i>) Nathan]. ³¹

²⁵ In Aramaic, this word is indicated by the numeral stroke, as in *TAD* A2.4:4 (B4).

²⁶ In a similar passage in the above quoted letter, the sentence read "I am not leaving him alone" but here some word, and not merely the numeral stroke, is required.

²⁷ For epistolary instructions to give grain see *TAD* A2.2:14 (B2).

²⁸ The reduplication of this adjective was a feature of epistolary commands (*TAD* A6.12:3 ["at once, immediately and immediately"]).

²⁹ For the date at the end of a letter see on *TAD* A3.3:13 (B8).

³⁰ The top parts of the last two letters of this name are damaged and the name is restored according to the last two letters in the name in line 1.

³¹ The name Nathan is restored here on the plausible assumption that our correspondent was the same as the correspondent Hoshaiiah son of Nathan (*TAD* A3.6:5).

B 10

TAD A6.1 Cowley 17 (Sachau Plate 5)

FRAGMENTARY LETTER REGARDING A SHARE

DATE: November 6, 427 BCE
SIZE: 32 cm wide (= [3+]23+[6 cm]) by 7.9 cm high
LINES: 7+ (= 4+, perpendicular to the fibers on the recto, parallel to the joins; 3-line address on verso parallel to the fibers); folded from bottom to top
PLACE: Elephantine
PARTIES: From Achaemenes, Bagadana, Peṭeese, Ḥarwodj and their colleagues to Arsames
OBJECT: A share

Though truncated and fragmentary, this letter is quite significant. Addressed by a battery of officials and their colleagues (heralds, judges, and two groups of scribes) to the satrap Arsames, who must have been visiting Elephantine at the time, it illustrates the bureaucratic practice, so familiar from the letters sent by Arsames, of "putting everything in writing." One always began the response to an order or petition by citing the original statement and then indicating the action taken, or to be taken. The matter at hand was a "share," by which was meant either land or taxes. The officials bore Persian, Babylonian, and Egyptian names.

RECTO

Internal Address ¹[To our lord Arsa]mes,¹ your servants² Achaemenes³ and his colleagues,⁴ Bagadana and his colleagues, and the scribes of the province.⁵
Salutation The welfare of our lord may the gods, [all of them, ²seek after abundantly at] all times.⁶

¹ This is the only letter in our collection sent to, not from, Arsames (Arsham) and its discovery at Elephantine is surprising.

² The sequence "lord"—"servant" was standard in Aramaic letters, here and in the Bible, both private and official, to/from an superior from/to a inferior; see TAD A2.4: 1 (B4); 3.7:1; 4.2:1 (B14), 4.3:1 (B15), 4.7:1 (B19), 4.8:1 (B20); 5.3:1; Ez. 4:11, 7:12.

³ It was common for the Internal Address to be more succinct than the External Address, which gave the titles of Achaemenes and Bagadana and added other officials; for further discussion and parallels see B. Porten, *RB* 90 (1983), 396-400.

⁴ Collegiality in this period was the usual practice in correspondence and other bureaucratic procedures; e.g. TAD A4.1:1, 10 (B13), 4.2:2, 11 (B14), 4.7:1, 4 (B19); 6.2:11 (B11).

⁵ In the demotic Petition of Peṭeese, the "scribes of the nome" were associated with land registration and taxation (*P. Rylands IX* 7:1, 16:2, 17:13 [F. L. Griffith, *Catalogue of the Demotic Papyri in the John Rylands Library Manchester* (London, 1909)]).

⁶ Restored here by P. Grelot, *Documents araméenes d'Égypte*, 281, this pagan Salutation was common in Jewish and non-Jewish private letters (TAD A3.5:1, 3.9:1, 3.10:1 [B12]) and has been restored, with variations, in the Passover Letter (TAD A4.1:1-2 [B13]) and in TAD A4.2:1 (B14).

Receipt of Order	And now, ⁷ to us an order was i[ss]ued, ⁸ saying: "The share ⁹ which is given in the province, where [... ³ ...] separately, each kind, [mo]nth by month, ¹⁰ do send ¹¹ to me. Moreover, ¹² the RESCRIPT ¹³ was written (and) given to us."
Action	Now, [... ⁴ ...] ¹⁴ (LINES MISSING AT BOTTOM OF LETTER)
	VERSO
External Address	⁵ [To] (<i>sealing</i>) our lord Arsames [w]ho is in Egypt, ¹⁵ your [serv]ants Achaemenes and his colleagues the heralds, ¹⁶ Ba[gadana and his colleagues] ⁶ the judges, ¹⁷ Peṭeese and his colleagues the scribes ¹⁸ of the province of Pamunpara(?), ¹⁹ Harwodj and his colleagues the scribes of the provin[ce of ...].
Scribe and Date	⁷ [Wrote PN] ²⁰ servant of Sinerish ²¹ the herald, their ²² colleague, on 19 Marcheshvan, year 38 of Artaxerxes [the king ...]. ²³

⁷ See on *TAD* A2.1:4 (B1).

⁸ This "majestic passive" construction, common in official correspondence (e.g. *TAD* A4.5:21 (B17); 6.2:22-23 (B11)), usually contained an indication of the issuing party, introduced by the preposition מן, "from" (*TAD* A6.2:6 (B11), 6.7:8, 6.13:5). This phrase (שֵׁם טָעַם) was common in the Daniel and Ezra narratives (e.g. Dan. 3:29, 4:3, 6:27; Ez. 4:19, 5:17, 6:8, 11, 7:13, 21).

⁹ Is "share" here disbursed landed property (cf. *TAD* B5.1:3 (B47)) or collected taxes (cf. the מְנֻחַת הַיָּלָא, "PAYMENT of the garrison" in *TAD* C3.5:7 and discussion in B. Porten, *RB* 90 [1983], 409)?

¹⁰ The referent of these three specifications is missing in the lacuna and different translations have been proposed for the first two; see B. Porten, *RB* 90 (1983), 411-412.

¹¹ For the periphrastic imperative see on *TAD* A2.2:14 (B2). The verb here (שָׁלַח) was the regular one for sending a message, not an object (see on *TAD* A2.2:9 (B2)).

¹² This was the regular particle (אֵת) to introduce an additional matter, whether related or new; see especially *TAD* A4.7:9, 17, 19, 21, 29, 30 (B19), A4.8:16-17 (B20).

¹³ This Old Persian loan word (נִשְׁתָּוִן) recurred in the Aramaic correspondence in Ezra, and its Hebrew introduction, as a synonym for "letter" (Ez. 4:7, 18, 23, 5:5). In Ez. 7:11 it was used to indicate a letter of appointment.

¹⁴ The missing section probably set forth the action taken in response to the order issued.

¹⁵ This topographic specification was common in the External Address of the letters sent by Arsames and his colleagues from outside Egypt to the ruling officials residing in Egypt (e.g. *TAD* A6.2:27 (B11)).

¹⁶ This title (אֲדָכָר) was also an Old Persian loanword (**azdākara*, "he who makes known"); B. Porten, *RB* 90 (1983), 413.

¹⁷ For the judges see on *TAD* A4.5:9 (B17).

¹⁸ While the chief herald and judge were Persian, the provincial scribes both bore Egyptian names and were probably Egyptians dealing directly with the local populace. See reference to the Petition of Peteese cited on line 1 above.

¹⁹ For this reading see B. Porten, *RB* 90 (1983), 413-414. If correct, it might be associated with *Pi-mn-n-pi-R'*, "the waters of Re," identified with the Tanitic branch of the Nile, encompassing Tahpanhes-Daphnae. A fragmentary Elephantine grain contract referred to "Tahpanes the region" (*TAD* B4.4:3).

²⁰ For this restoration cf. *TAD* A6.2:28 (B11). Only in these two letters, in the papers of Arsames, does the date and scribe appear on one of the outer bands of the papyrus roll.

²¹ The name is Babylonian.

²² That is, of the other heralds.

²³ For the position of the date see on *TAD* A3.3:13 (B8).

B 11

TAD A6.2 Cowley 26 (Sachau Plates 8-9)

AUTHORIZATION OF BOAT REPAIR

DATE: January 12, 411 BCE
 SIZE: ca. 31 cm wide by 26.6 cm high
 LINES: 28 (= 16, perpendicular to the fibers on the recto, parallel to the joins; 10 lines plus 2-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Arsames to Wahpremakhî
 OBJECT: Boat repair
 SCRIBE: Nabuakab

Lost papyrus at the left edge of lines 1-6 causes a degree of uncertainty in the reconstruction of the bureaucratic procedure outlined herein. The scenario may have been as follows: Carians in government employ leased out a cedar boat to the Egyptians Psamsineit and his unknown partner, who reported to the Persian boatholder Mithradates that their boat was in need of repair, and he passed this notice on to the satrap. Instructions (Order I) were then issued by Arsames for the treasury accountants and foremen to inspect the boat and estimate the cost of repair; for the storehouse authorities to disburse the necessary materials; and for the workers to embark upon the repairs immediately. The anonymous accountants issued a long three-part Report in which (I) they stated that they had inspected the boat and showed it to the foremen under the Aramean Shumshillech and to the Egyptian Shamou, the chief carpenter (lines 6-10). (II) These two acknowledged the need for repairs and drew up a detailed requisition account (lines 9-21) which included a dozen items (of obscure meaning) made from four kinds of wood, measured in cubits with a slight cutting allowance (1. new wood of cedar and τ (OR: $w\gamma$ cedar), [¹*tp*, ²*sym*, ³*sgnn*, ⁴*šp*, ⁵*sbl*, ⁶*hnn*, ⁷*ql's*, ⁸wood for the DECK, ⁹mooring post, ¹⁰stanchions]; 2. old strong cedar [¹¹PANELLING]; 3. new cedar wood [⁶*hnn*]; 4. and wood of old *ršwt* cedar [¹²*mšn*]); CLOTH, SHEETING, sulphur, and arsenic measured in karsh of the Persian standard; and different size bronze and iron nails counted out by number (lines 10-21). (III) On the basis of this list the accountants asked Arsames to authorize disbursement of the materials in their presence to Shamou, who should immediately make the repairs (lines 21-22). Arsames accordingly wrote to Wahpremakhî, who was probably in charge of the stores, to do as the accountants said (lines 22-23). In fact, the letter was drawn up under the auspices of the Jewish scribe Anani, who held the position of Chancellor, and the Aramean Scribe Nabuakab. The Egyptian scribe Sasobek appended to the original letter an Aramaic notation, only partially intelligible, apparently stating that Wahpremakhî had carried out the order as issued. A double-line External Address added the name of the Scribe and the date to that of the sender and recipient (lines 23-25). Given the use of expensive cedar and other calculations, it has been conjectured that our vessel was a ceremonial boat of 22 m length.¹ For the description of a Byzantine boat see *P. Münch.* 4+5.9-16 (D34).

RECTO

Internal Address ¹From Arsames to Wahpremakhî.²

¹ We are grateful to Fred Hocker and Steve Vinson for their many helpful comments on nautical matters and to Shaul Shaked for his assistance with Old Persian loanwords.

² The word order "from" - "to" was standard for a message from a superior to a subordinate; so in the Arsames correspondence (*TAD* A6.3:1, 9, 6.4:1, 5, 6.5:1, 4, 6.6:1, 6.7:1, 10, 6.8:1, 5, 6.9:1, 6.10:1, 11, 6.11:1, 7, 6.12:1, 4, 6.13:1, 6, 6.14:1, 6, 6.15:1, 13, 6.16:1, 6) and in the Biblical Aramaic letters (Ez. 7:12; Dan 3:31 [both lacking "from"]).

Report of
Mithradates

And now, ...[...]³ ²to us,⁴ saying: "Mithradates the boatholder⁵ thus says:⁶ 'Psamsineit [t ... and PN ... all (told) two, the boatholders of] ³the Carians,⁷ thus said: "The boat which we hold-in-hereditary-lease⁸ — time has come its NEEDS⁹ to d[o].'"

Order I

[...]¹⁰ ⁴let it be drawn up onto the dry land and let (word) be sent to the accountants¹¹ of the treasury. Let them with [the] foreme[n]¹² ...¹³ that boat] ⁵see and its RECKONING¹⁴ make. And let (word) be sent to whoever was (in charge).¹⁵ The

³ Cowley and Grelot restored this long lacuna along the following lines — "[The boat of Psamsineit and his colleague has fallen into disrepair [בלאה] and word has been sent] to us." For the verb see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions* (Leiden, 1994), 165. See, further, next note.

⁴ According to Cowley and Grelot "us" referred to Arsames himself. Although Arsames in his other correspondence usually referred to himself in the first person singular (e.g. TAD A6.4:3, 6.5:2-3), he would occasionally lapse into the plural (ילנא [TAD A6.10:2]) and an Aramaic letter of Darius reads "which you sent to us" (Ez. 4:18), as proposed here. J.D. Whitehead, *Early Aramaic Epistolography: The Arsames Correspondence* (PhD diss., University of Chicago; Chicago, 1974), 122-124 understood the letters נלא before the lacuna as the beginning of an Akkadian name such as Bel- [...]. It was he and a second party who are the antecedents of "us" and it was they who reported to Arsames what Mithradates reported to them. But these two hypothesized persons play no role in the rest of the letter.

⁵ Aramaic נופת is an Old Persian loanword, *nāupati*-, "shipmaster" (W. Hinz, *Altiranisches Sprachgut* [Wiesbaden, 1975], 174; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 723). Though he bore the same title as the Egyptian Psamsineit and his colleague (line 8), the Persian Mithradates appears to have been the chief skipper. It was he who reported what they, who were boatholders of the Carians, said to him.

⁶ This was a standard opening in official letters and reflected the verbal message formula (TAD A4.7:4 [B19], 4.8:3 [B20], 4.10:1-7 [B22]; 6.3:1-2, 6.13:1 [the latter two quoting a third party]; Gen. 32:4).

⁷ Carians and Ionians figured prominently in a fragmentary Aramaic letter from Saqqarah; J.B. Segal, *Aramaic Texts from North Saqqāra* (London, 1983), No. 26:2, 5, 8. In the Saitic period, they were settled in Daphnae, Migdol and then Memphis (Herodotus II.30, 152, 154; A.B. Lloyd, *Herodotus Book II Commentary 99-182* (Leiden, 1988), 137-139).

⁸ For the nuance of Aramaic מהחן see on TAD B2.3:4 (B25). In case of death of the original lessees, here the Egyptian Psamsineit and his companion, the boat passed on to their heirs. Presumably, the lessors were Carians in government employ.

⁹ Aramaic אופסר < Old Persian *upačāra*-. See W. Hinz, *Altiranisches Sprachgut*, 243; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 23; S. Shaked (written communication).

¹⁰ Having heard of the need to repair the boat, a responsible official (assumed to be Arsames himself [see note on line 1]) issued an order as to the procedure to be followed.

¹¹ An Old Persian loanword, המרר < **hmārakara*-. (W. Hinz, *Altiranisches Sprachgut*, 121; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 284). As the men controlling the purse strings, they came first here and it was they who issued the orders to begin the repairs (line 23). Since they were not explicitly mentioned in the Report (lines 7-9), it must be they who issued that report. They featured prominently in three other letters of Arsames (TAD A6.11:7, 6.12:4, 6.13:6).

¹² An Old Persian loanword, פרמנר < **framānakara*-. (W. Hinz, *Altiranisches Sprachgut*, 96-97; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 939 opted for the translation "engineer"). The head of this group was unknown to Arsames and so he did not mention him by name. The following Report gave it as Shumshillech (line 8), an Aramean by name. According to M. Sprengling, *AJT* 21 (1917), 428, note 8, the chief function of these officials "seems to be the letting of contracts for work in the service of the government."

¹³ P. Grelot, *Documents araméens d'Égypte*, 286-287, would add "and the chief of the carpenters" (as in line 8) in the lacuna.

¹⁴ Aramaic אופכר also appeared in the Memphis Shipyard Journal (TAD C3.8.IIB.24) and is an Old Persian loanword, something like **upakrta*-. (W. Hinz, *Altiranisches Sprachgut*, 243-244; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 23).

¹⁵ The name of the official in charge of the stores was unknown to Arsames.

Accountants'
Report:

1. Inspection

MATERIAL,¹⁶ its COATING¹⁷ and other (things) which [...] ⁶let them give and immediately¹⁸ let its NEEDS be done, and other (things)¹⁹ about which from me (word) is sent²⁰ to them.

About this they²¹ sent (word) and [said] thus: "[... on] ⁷the sand which is in front of the fortress [...]. Mithradates the boatholder showed us the boat (that) we may see (it. The boat) which is in the hands of Psamsineit and PN, ⁸all (told) two, the boatholders of the Carians, is drawn up on the dry land and we showed (it) to Shumshillech²² and his colleagues the foremen (and) Shamou so[n] of ⁹Konufe,²³ chief of the carpenters, WHITENER,²⁴ and thus they said: "Time has come its NEED[S] to do. This is the MATERIAL which is necessary²⁵ its NEEDS ¹⁰to do:

2. Materials

¹⁶ This Old Persian loanword (אשרן < *āčarna-) was a generalized term referring to all the materials required to finish a boat, a house (TAD B3.4:23 [B37]), or a temple (TAD A4.7:11 [B19]; Ezra 5:3, 9); see W. Hinz, *Altiranisches Sprachgut*, 21; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 129-130. To be more precise, since the arsenic was used for COATING (line 17), the MATERIAL may refer primarily to the wood and metal items. "It was usual to smear the seams or even the whole hull with pitch or with pitch and wax" (L. Casson, *Ships and Seamanship in the Ancient World* [Princeton, 1971], 211).

¹⁷ Aramaic אחרן is an Old Persian loanword, probably from *handaunā- (W. Hinz, *Altiranisches Sprachgut*, 115-116; J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 288).

¹⁸ However cumbersome the bureaucratic procedure necessary to get the repair approved, once the decision had been reached it was to be carried out posthaste. Top officials brooked no delay; see TAD A6.12:3 and on 3.8:8 (B9).

¹⁹ This would refer to further instructions resulting from the following Accountants' Report. In fact, there were no "other (things);" see lines 22-23.

²⁰ For this "majestic passive" construction see on TAD A6.1:2 (B10).

²¹ Probably the accountants.

²² For the divine epithet שם, "Name" in Aramean names cf. שמתב, Shumtab and שמית, Shumieti. I had formally interpreted this name as Shamashshillech, assuming that one *shin* doubled for two.

²³ An Egyptian by name.

²⁴ For various explanations of this unique word (ספיתכן) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 797; our proposal is an oral suggestion of S. Shaked (*spita* = "white"). A professional carpenter, Steve Weiss, told me that bleaching and whitening wood to be used on the deck of a boat was an important function to prevent drying and cracking. In the hot sun of Elephantine, a white deck would reflect the sun and prevent it from becoming uncomfortably hot. The Dahshur, Abydos, and Cheops boats all showed traces of white paint and/or plaster on hull timbers, including the deck; C. Haldane, *Ancient Egyptian Hull Construction* (Texas A&M University PhD Diss., College Station, TX, 1993), 113, 124 (Vinson). The *feluccas* that ply the waters around Elephantine today are painted white.

²⁵ Aramaic אפית < Old Persian *upa-iti*-. "It is obvious that this is the same word as Parthian *'byd*, *kyrd'byd* 'necessary, necessarily.' ... The word occurs at least once in Pahlavi, in GBd 13:10, *pad tan ī pasēn anagīh azeš be ahēdāg burdan* 'In the Future Body [= at the end of times] it is necessary to carry evil away from him.' The derivation ... is *upa-i*-. On the basis of Aramaic we have to assume a substantive form *upa-iti*-" (Shaked) For earlier discussion see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 95.

10 Items of New
Cedar + Nails:

1	<i>tp</i> ²⁹			
2	<i>šym</i> ³¹	[for] <i>bṭq</i>		ten cubits; ³⁰ eighty cubits by three hand- breadths, ³²
3	including <i>sgnn</i> ³³			two ¹¹ live ¹⁰ cubits;
4	<i>šp</i> ³⁴	fifteen,		each one twenty cubits; ³⁵
5	<i>šḥl</i> ³⁶			seventy cubits;

new wood²⁶ of cedar²⁷ and 'r:²⁸

²⁶ This is the first of four categories of cedar wood. New wood would have been especially suitable for outside planking (Hocker, Vinson).

²⁷ Cedar was an expensive wood imported from Lebanon (see the Aramaic Customs Account for 475 BCE [TAD C3.7Gr2:10 *et al.*]). Such wood went into the roof of the Jewish Temple at Elephantine (TAD A4.7:11 [B19], 4.8:10 [B20]) but the ordinary Nile cargo boats were made of local woods, such as acacia (Herodotus II.96), tamarisk (Middle Kingdom Lisht fragments), and sycamore (Persian period Matariya boat); C. Haldane, *Ancient Egyptian Hull Construction*, 158, 240. A shipment of "timbers of dry sycamore wood" is requested of the mayor of Elephantine in a late Ramesside letter (P. Louvre E. 27151.11-12 [A4]). Cedar or comparable, imported wood is known only in connection with ceremonial or official vessels (Vinson).

²⁸ A wood of uncertain identity; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 100. Early scholars identified it with Akkadian *eru*, which they rendered "cypress," a wood of Lebanon associated with cedar (1 Ki. 5:22, 24; Ezek. 27:5); H. Holma, *Öfversigt af Finska Vetenskaps-Societetens Förhandlingar. Humanistiska Vetenskaper* 57 (1914-15), B/5, 3.

²⁹ Coming first in the list, this item has been identified with Egyptian *tp* as a part of a boat; cf. *tp n ḥ* and *tp n pḥ* (Wenamun 2/38), taken to refer to the "decorative bow and stern posts" respectively (Vinson). See next note.

³⁰ This and other large measures of wood are linear length, as is clear from the references "to each" in lines 18-20 below. Though the scribe omitted the number of *tp* to be supplied, it is clear from line 18 that more than one was meant. We may imagine two posts of five cubits each (Vinson). Distinctively, all numerals in this letter are written out in full and not indicated by ciphers, as was customary in both letters and contracts.

³¹ According to the sequence in Wenamun, this might refer to the "bottom planking," though no etymology for either this or the following word suggests itself (Vinson); see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 151, 1129. For the number of such planks, omitted by the scribe, see the following note.

³² The planks in the "Records of a Royal Dockyard of the Time of Tuthmosis III" (published by S.R.K. Glanville in *ZÄS* 66 [1931], 105-121) fall into the range of 10-20 cubits (@ 52.5 cm a cubit). In the few instances where three palms (= our three handbreadths = 22.5 cm [1 palm/handbreadth = 7.5 cm]) are given, the length of the planks varies between 12 and 16 cubits (p. 116). Eighty cubits was thus a total linear measure for five to seven planks. Since we do not know the disposition of these planks, nor whether they were replacing all or only some of the original wood, the measure here does not allow us to estimate the total size of the ship. — Three handbreadths is also the width of the *hnn* in lines 14-15.

³³ Another unknown word, perhaps plural like *hnn* (lines 11, 19) and not collective like all the other terms. Their number was not given but their length accords with that posited for the *šym*-planks. If the word *nn* has been correctly understood here as meaning "including," then the *sgn* would be a kind of *šym*. See, further, J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 778.

³⁴ This is the biggest number and largest size wooden item in the inventory. It also occurred in a list of items requested in a letter, including honey, castor oil, string, rope, and leather skins (TAD A4.2:10 [B14]). Precise meaning and etymology elude us; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 1181.

³⁵ Again, not knowing the disposition of the *šp* or whether they constituted repair or total replacement, we cannot factor this number into an estimate of the ship's dimensions.

³⁶ Perhaps to be explained as **sḥ-bl*, "exterior planking." Since so much linear cubits were required, seventy in all, it might refer to the hull (Vinson).

6	<i>hnn</i> ³⁷	for the belly ³⁸	three;	
7	<i>ql's</i> ³⁹	for the MAST/BOW ⁴⁰	one;	
8	12 wood	of ⁴¹ the DECK ⁴²		sixty cubits; ⁴³
9	mooring post ⁴⁴	for <i>p'p'</i> ⁴⁵	one,	two cubits;
10	stanchion(s) ⁴⁶	under the DECK	five;	
	bronze and iron nails ⁴⁷			¹³ two hundred.

1 Item of Old
Cedar

strong old cedar wood:

PANELLING⁴⁸

twenty cubits.

(For) all (of this) he⁴⁹ shall bring (as) their replacement old and broken (wood) to the treasury.⁵⁰

³⁷ This is the second word (in addition to *hnn*) that appears with final *nun* and its subsequent occurrence in the plural determined state (*hnn*) [line 19] indicates that it is an Aramaic plural form; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 387. Perhaps they were "blocks to be used for the hold, hatch framing" (Hocker), or longitudinal beams (Vinson; see on line 14). Absence of measurements for this and the following item may either be a scribal oversight or indication that the object was of standard size.

³⁸ I.e. the hold.

³⁹ Uncertain meaning and lacking measurement; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 1012.

⁴⁰ The Aramaic word is damaged and may be read either *qymt*, "its height," i.e. its mast or *qymt*, "its front," i.e. its bow. Hocker thought that the natural part to come after the boat's hold was its bow, i.e. another area of the boat. But Ungnad, followed by H. Holma (*Öfversigt af Finska Vetenskaps-Societets Förhandlingar. Humanistiska Vetenskaper* 57 [1914-15], B/5, 10-11), took the "height" in opposition to the "belly" and saw in this word an above-deck captain's hut.

⁴¹ I.e. for.

⁴² S.R.K. Glanville (ZAW 68 [1932], 13-14) was the first to relate Aramaic *h* to Egyptian *hry.t*, which means being "on" or "above" something. He took it to be the gunwale, more precisely the "bulwark" (Vinson), but in our text it probably referred to the "deck" (Hocker). It is this and not the bulwark that would be supported by stanchions (Vinson). The type of wood was not indicated.

⁴³ The measurement must be linear cubits. The planks for the *hry.t* in Glanville's text measured 15-15½ cubits each (ZÄS 66 [1931], 111, 5/15-16), but this would be much too long for deck planks which run ca. 70 cm. in the small Dahshur boats and 2-6 m. in the larger Cheops boat (Vinson).

⁴⁴ Aramaic *hny* < Egyptian **hny.t*, "wood of mooring;" see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 906.

⁴⁵ The Egyptian word (**p'p'*) was interpreted by Grelot to refer to the "prow;" Vinson preferred something like "gangplank" and added "I could imagine that a stake [two cubits long] is used to keep the plank from moving about as people walk up and down it." He cited demotic *p'*, "climb" and *p' r mr*, "climb on board" (W. Erichsen, *Demotisches Glossar* [Copenhagen, 1954], 65, 67).

⁴⁶ Aramaic *stanchion* < Egyptian *stanchion* (D. Jones, *A Glossary of Ancient Egyptian Nautical Titles and Terms* [London, 1988], 153), perhaps = *isp.t* (S.R.K. Glanville, ZAW 68 [1932], 15-16), here five props placed in the hold to support the deck (P. Grelot, *Documents araméens d'Égypte*, 291, note f). With sixteen stanchions under the deck, the Cheops ship measured 43.63 meters long (P. Lipke, *The Royal Ship of Cheops* [BAR International Series 225 = National Maritime Museum, Greenwich, Archaeological Series No. 9; Greenwich, 1984], 119, n. 11, Figs. 32, 74). A boat with only five stanchions might be less than half that size (Vinson); see note on line 12.

⁴⁷ The iron nails would be used on the inside, where they would not be subject to rust, and the bronze on the outside for the DECK (line 15 [Hocker]).

⁴⁸ Aramaic *panelling* < Egyptian *panelling*. Decorated, prefabricated panelling was common in Egyptian boats; planks for panelling in Glanville's text ranged from 9 to 24 cu in length and several were enumerated at a time (ZÄS 68 [1932], 12-13 and references *ad vocem*, p. 36).

⁴⁹ The chief carpenter Shamou, who assessed the deterioration and received the the new wood from the treasury (lines 8, 21-22).

⁵⁰ Both as proof that the item was worn out and in need of replacement and for recycling.

2 Items by Weight	1	¹⁴ Thick linen ¹³ CLOTH ⁵¹	¹⁴ one hundred and eighty karsh; ⁵²
	2	SHEETING ⁵³	two hundred and fifty karsh; ⁵⁴
1 Item of New Cedar + Nails			new cedar wood:
	1	<i>hnn</i> ⁵⁵	two, each five cubits ¹⁵ (and) three handbreadths by three handbreadths; ⁵⁶
		bronze nails for the DECK	one hundred and fifty, each three handbreadths; ⁵⁷ two hundred and seventy- five, ¹⁶ each ten fingerbreadths;
		all (told) nails	four hundred and twenty-five;
1 Item + Nails		bronze plates ⁵⁸ their nails	twenty cubits; ⁵⁹ two hundred;
		VERSO	
1 Item of Old Cedar		<i>mšn</i> ⁶¹	¹⁷ wood of old <i>ršwt</i> ⁶⁰ cedar: one talent, ten mina. ⁶²
		(To) all (of these) add:	

⁵¹ Was the cloth for sails (Cowley) or was it soaked in tar or tree resin to fill the space between the hull and the new SHEETING (Hocker)?

⁵² This and the next item were measured by weight, here and only here in Elephantine, dubbed the "weight of Persia" (line 21). The Persian karsh was apparently equivalent to 83.33-83.36 gram, so that 180 karsh = 15 kg.

⁵³ Leaky seams were covered with (1 mm thick) lead sheeting (Hocker).

⁵⁴ This would be 20.8 kg, a reasonable amount of sheeting (Hocker).

⁵⁵ Perhaps these were the two deck beams that define the maximum width of the hull. Furthermore, if the vessel were ceremonial, like the Cheops boat, whose length-to-beam ration was 7.7:1, the length of our vessel might be 42 cubits or 22 meters (Vinson).

⁵⁶ The plank width was the same in the only two instances where it was given (see above for *šym* in line 10).

⁵⁷ At 3 × 7.5 these 22 cm nails were quite long!

⁵⁸ For sheathing (Hocker). "Just enough to protect the keel or keel plank, when the boat was drawn up on the beach" (M. Sprengling, *AJT* 21 [1917], 432, n. 5). None of the Egyptian boats excavated to date show evidence of such metal plates on the bottom (Vinson).

⁵⁹ "Worth a fortune" (Hocker).

⁶⁰ This obscure word occurred also in a fragmentary account from Saqqarah, one line above mention of firewood; J.B. Segal, *Aramaic Texts from North Saqqâra* (London, 1983), No.40:3-4. Since no measure was given for this wood it must have been the caption for the following *mšn*.

⁶¹ The structure of the list (see note above) requires that this be wood, probably a plural noun like *sgnn* (line 10) and *hnn* (lines 11, 14, 19); H. Holma (*Öfversigt af Finska Vetenskaps-Societetens Förhandlingar. Humanistiska Vetenskaper* 57 [1914-15], B/5, 15-16) suggested an Akkadian etymology (*miššu*), viewed favorably by Segal but unfavorably by J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 1085.

⁶² The talent (כרכר) occurred rarely in the Elephantine texts, only in a statement of hyperbole (*TAD* A4.7:28 [B19], 4.8:27 [B20]), and the mina (מנה) not at all, so that their equivalencies are not known. Drawing on Biblical and other data, we find that the talent equaled 3000 shekels (Ex. 38:25-26) or 60 minas. Our sum is thus 3500 shekels (× 8.76) = 30.66 kg. Assuming that *mšn* is plural, we would have very small pieces (for sawdust) or blocks (Hocker).

2 Items by Weight	sulphur ⁶³	ten karsh;
	and arsenic	one hundred karsh.
Cutting Allowance	for COATING ⁶⁴	
	18 And let them add ⁶⁵ onto the wood which will be given:	
1	onto <i>ṣp</i> in the length, to each, three handbreadths OVERCUT ⁶⁶ and onto the width and the thickness two fingerbreadths;	
2	and onto ¹⁹ <i>šym</i> in the length, to each, three handbreadths OVERCUT and onto the width two fingerbreadths;	
4+6	and onto <i>šp</i> and the <i>ḥnn</i> in the length, to each, one handbreadth;	
5+8+11	and onto ²⁰ <i>s'bl</i> , the wood for the DECK, (and the) PANEL SECTIONS, ⁶⁷ in the length, to each (of these), three handbreadths OVERCUT and onto the width one fingerbreadth.	
Persian Weight	The linen CLOTH, the PLATING, ²¹ the arsenic, the sulphur — in Persian weight ⁶⁸ are to be given.'	
3. Request for Order	Let (word) be sent, ⁶⁹ saying: 'This MATERIAL is to be given into the hand of Shamou son of Konufe, chief of ²² the carpenters, WHITENER, before our eyes ⁷⁰ (to do the) NEEDS on that boat and immediately let him do (them) as order has been issued.' ⁷¹	
Order II	Now, Arsames thus says: "You, ⁷² do ²³ according to this which the accountants ⁷³ say, as order has been issued."	
Scribe	Anani the Scribe is Chancellor. ⁷⁴ Nabuakab wrote. ⁷⁵	

⁶³ Used for soaking the linen (Hocker)?

⁶⁴ Arsenic compounds were used as coloring agents in ancient Egypt; A. Lucas and J.R. Harris, *Ancient Egyptian Materials* (London, 1962), 348-349.

⁶⁵ To allow for loss of material in the process of cutting (Hocker).

⁶⁶ Of unknown etymology the word *ṣp* must refer to the cutting or bevel allowance (see above note).

⁶⁷ The word *ṣbl*, occurring only here (see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 259) was traced by Grelot (*Documents araméens d'Égypte*, 293, note *t*) to Egyptian *dri.t*, "wall." For this etymology cf. J. Černý, *Coptic Etymological Dictionary* (Cambridge, 1976), 309.

⁶⁸ Karsh weights discovered outside Egypt bore a unit weight of 83.33-83.36 grams, some 4 grams or a half-shekel less than the weight of ten Elephantine shekels; see B. Porten, *Archives from Elephantine*, 66.

⁶⁹ Having issued their report of the necessary materials, the accountants now turned to Arsames for authorization of disbursement.

⁷⁰ That is, in our presence, probably that of the accountants.

⁷¹ For Aramaic *ṣp* see on TAD A6.1:2 (B10). This is Order I, which already anticipated the need for the repair and called upon the accountants and foremen to make the necessary reckoning.

⁷² The 2 *p.* independent personal pronoun regularly preceded an imperative for emphasis in epistolary instructions and commands (TAD A4.1:3 [B13], 4.3:6, 8 [B15]; 6.3:7, 6.5:3, 6.9:2, 6.10:5, 6.11:5, 6.13:4, 6.14:2, 6.15:3, 6.16:1). It was also part of proverbial language (TAD C1.1:85 [The Words of Ahiqar]).

⁷³ See on line 4.

⁷⁴ In the Rehum/Shimshai-Darius correspondence, Rehum was the Chancellor (*ṣp*) and Shimshai the Scribe (Ez. 4:8-9, 17, 23). At the end of the other Arsames correspondence one official was identified by the phrase *ṣp* and the other as Scribe (TAD A6.8:4, 9:6, 10:10, 11:6, 12:3, 13:5). These officials drew up the correspondence in the name of the governor (of Samaria) or satrap (of Egypt). Here Anani the scribe is Chancellor and Nabuakab the Scribe. The former should perhaps be identified with the Anani whose servants were so helpful in extricating Mauziah son of Nathan from his difficulties with Vidranga (TAD A4.3 [B15]). Sachau believed that a second hand wrote his name and title.

⁷⁵ These two Aramaic words are in a different (third?) hand and written with a different pen than the rest of the letter.

Endorsement of Recipient	²⁴ Wahpremakhi ... to be given ... according to it ... ²⁵ as order has been issued [...] wrote. ⁷⁶ (DEMOTIC:) Sasobek wrote.
	²⁶ (DEMOTIC) The boat [...] ⁷⁷
External Address	²⁷ From (<i>sealing</i>) Arsames who is in Eg[ypt] ⁷⁸ to Wahpremakhi].
Scribe and Date	²⁸ Nabuakab the scribe. On the 13 th [of] Tebeth, year 12 of Dari[us the king]. ⁷⁹

⁷⁶ These two Aramaic lines were written for/by Wahpremaḥi, to whom the letter was addressed, but the scrawl is not fully intelligible. The lines end with the demotic signature of Sasobek, who may have written them.

⁷⁷ The demotic words *h byry* were written after a gap of several lines. Herodotus (II.96) described the construction of a riverine cargo boat called *baris*, doubtless our word, but the ship was made of acacia, not cedar wood. In demotic, *byry* is attested as a Nilotic cargo ship and would have been applied rather loosely by a local scribe, if our vessel is indeed a ceremonial ship (Vinson).

⁷⁸ For this geographical specification in the Arsames letters see on *TAD* A6.1:5 (B10).

⁷⁹ For the date at the end see on *TAD* A3.3:13 (B8).

B 12

TAD A3.10 P. Berlin 23000

LETTER RE BOAT, SILVER, GRAIN

DATE: End 5th - early 4th Century BCE
 SIZE: 32.2 cm wide by 8.9 cm high
 LINES: 9 (= 7, perpendicular to the fibers on the recto, parallel to the joins; 1 line plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Spentadata to Ḥori and Peṭemachis
 OBJECTS: Boat, Silver, and Grain
 SCRIBE: Nabuaqab

The Persian Spentadata and another party, presumably the Persian Armantidata, jointly owned a boat which was currently in the hands of two Egyptians, the senior Ḥori and the junior Peṭemachis, either lessees or servants. Spentadata instructed the Egyptians to follow the lead of Armantidata as regards taking on freight and to have him forward Spentadata's share of the rent (lines 1-3). Spentadata had earlier given 18 shekels to buy grain for delivery to his house and to that of Jathma. If the delivery had not yet taken place, the money should be returned to him through Armantidata. If the grain had been bought but not yet delivered, it should be turned over to Armantidata for sale (lines 3-7). Finally, Ḥori was instructed to keep Peṭemachis close to hand until he reached Spentadata (lines 7-8). He must have been located some distance from Ḥori for the letter to have been written on papyrus and not ostrakon.

RECTO

Internal Address ¹To my brothers Ḥori and Peṭemachis, your brother Spentadata.
 Salutation The welfare of my brothers may the gods, a[1] (of them), seek after at all times.¹
 Instructions I And now, ²I have² a³ boat⁴ in your hand,⁵ (held) between me and between⁶ its master.⁷ Regard⁸ the share of mine — what Armantidata will tell you ³to load on it and what he desires⁹ to do to it.¹⁰ Moreover, my share of the rent¹¹ of [that] boat

¹ See on TAD A6.1:1-2 (B10).

² Literally "there is to me" (אִי־לִי). Thrice the writer introduced his statement with the word "there is" (also lines 3-4).

³ For the indefinite article see on TAD B2.1:4 (B23).

⁴ This אֵלֶּךָ = Akkadian *elippu* (S.A. Kaufman, *The Akkadian Influences on Aramaic* [Chicago, 1974], 48-49) was probably smaller in size than the סָסִינָה of the previous letter (TAD A6.2 [B11]).

⁵ I.e. in your possession.

⁶ "Between ... between" was the designation of jointly held property; see also TAD B3.3:11-13. (B36). A Byzantine settlement spoke of quarter- and half-shares in a boat (P. Muunch. 7.31-39 [D36]).

⁷ Presumably the captain, probably Armantidata.

⁸ This was a common command in letters (חֲזַק/חֲזִיק) to call attention to a particular item (e.g. TAD A4.7:23 [B19], 4.8:23 [B20]).

⁹ For this word see on TAD A2.4:7 (B4).

¹⁰ Alternately translate "and what is desirous, let him do to it."

¹¹ If they were servants, the rent would have been collected from people who hired the boat from them. If they were lessees, the rent would have been what they themselves owed. The instructions that they are given makes it more likely that they were in the employ of the Persians. At any rate, they were addressed as peers, "my brothers" (line 1).

- [of ours] give into his hand.¹²
- Instructions II There is silver ⁴8 sh(ekels). I gave (it) to [...] to give (in exchange) for grain to bring to my house. And there is silver 1 karsh which I gave ⁵to you to buy grain for Jathma. All (told) silver: 1 karsh, 8 sh(ekels). If [f] you bought (with) them grain and brought (it) ⁶to our houses, good. And if not,¹³ the silver give (in)to the hand of Ar[manti]data. H[e will b]ring (it) to us. And if [that] gra[in] ⁷is in you[r] hand,¹⁴ [in]form Armatidata¹⁵ about it [and g]ive it to him[that he may s]ell it.¹⁶
- Instructions III Let Peṭemachis [...] **VERSO** ⁸with you on [the] boat. Let him not be far from you¹⁷ until he reaches [m]e.
- External Address ⁹To (sealing) my brothers Ḥori son of Kamen and Peṭemachis, your brother Spentadata son of (cord) Fravartipata.

¹² To give something "(in)to the hand of PN" was to entrust it to him for transfer to a third party; see line 6 below and *TAD* C3.1, 3:12:10-11.

¹³ For this positive-negative, double contingency construction see on *TAD* A2.2:8-10 (B2).

¹⁴ I.e. in your possession.

¹⁵ So was the name written here.

¹⁶ Since the consonantal Aramaic text made no distinction between "buy" and "sell" the word [י]ר[ב]נ[ח] may also be rendered "[he may b]uy it," and keep it for himself.

¹⁷ The prepositional suffix is in the plural, presumably including Armatidata, the boat's captain.

THE JEDANIAH ARCHIVE (B13-32)

B13

TAD A4.1 Cowley 21 (Sachau Plate 6)

THE PASSOVER LETTER

DATE: 419/18 BCE
SIZE: 28 cm wide (= [3.5+]21[+3.5]) by 10.5 cm high
LINES: 10 (= 6, perpendicular to the fibers on the recto, parallel to the joins; 3 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
PLACE: Elephantine
PARTIES: From Hananiah son of PN to Jedaniah and the Jewish Troop
OBJECT: Passover Regulations

Significant as this letter is, its full intent eludes us because of our ignorance as to the identity of Hananiah and the loss of the command from Darius to Arsames (instructions I). Hananiah arrived from outside of Egypt, either upon the initiative of the Jewish authorities in Jerusalem or the Persian court or in response to a petition of the Elephantine Jews. If the latter, we may imagine that their observance of the dual Festivals of Passover and Unleavened Bread was being obstructed by the Egyptian priests. Hananiah succeeded in gaining the king's confirmation of their traditional rights and on his own initiative stated three or four Biblical requirements (Instructions II), such as eating unleavened bread during the seven day festival, followed by an interlacing of Biblical requirements, such as abstaining from work on the first and last days, and interpretative innovations concerning purity, fermented drink, and the storage of leaven (Instructions III). These latter may have been recent rulings in Jerusalem. Obscure is the manner in which the first night and day of the Festival of Passover was to be observed. A home sacrifice? A temple sacrifice? As a festal letter, this missive is reminiscent of the letters of King Hezekiah about Passover, of Esther and Mordecai about Purim, and of the Jerusalem authorities about Hanukkah (2 Chron. 30:1-9; Est. 9:20-32; 2 Mac. 1:1-2:18). The letter is heavily smeared and may have been a palimpsest.

RECTO

Internal Address ¹[To my brothers¹ Je]daniah² and his colleagues³ the Jewish T[roop],⁴ your brother Hanan[i]ah.⁵

¹ A designation used between peers (see on TAD A2.1:1-2 [B1]).

² Internal addresses rarely gave the patronymic of either correspondent. This was Jedaniah son of Gemariah, leader of the Jewish community at the end of the century (TAD A4.2:1 [B14], 4.3:1 [B15], 4.4:7 [B16], 4.7:1 [B19], 4.8:1 [B20], 4.10:1 [B22]; C3.15:124), probably a cousin of Jedaniah and Mahseiah sons of Mibtahiah daughter of Mahseiah son of Jedaniah (see on TAD B2.9:3 [B31]), and possibly a priest (reconstructed text in TAD A4.8:1 [B20]). He modestly appeared last as witness to two contracts (TAD B3.8:44 [B41], 3.11:20 [B44]).

³ For collegiality see on TAD A6.1:1 (B10). Here Jedaniah's colleagues were the whole Jewish community; in his petition to Bagavahya they were just the priests (TAD A4.7:1 [B19], 4.8:1 [B20]).

⁴ The garrison at Elephantine was primarily Jewish and was defined ethnically (TAD C3.15.1). The one at Syene was more diverse and was known as "the Syenian troop" (TAD C3.14:32); B. Porten, *Archives from Elephantine*, 33-34.

⁵ Unfortunately, his patronymic was lost in the External Address. Though there were several Hanans at Elephantine (TAD B2.11:16 [B33]; C13:2, 53, 55; 4.6:5), no one there bore the name Hananiah. He arrived from outside Egypt and his presence and actions stirred up the animosity of the Khnum priesthood (TAD A4.3:7 [B15]).

Salutation	The welfare of my brothers may the gods ⁶ seek after ² at all times. ⁷
Instructions I	And now, ⁸ this year, year 5 of Darius the king, ⁹ from ¹⁰ the king it has been sent ¹¹ to Arsa[mes ...]. ¹²
Instructions II	³ [...] ... Now, ¹³ you, ¹⁴ thus count four[teen ⁴ days of Nisan ¹⁵ and on the 14 th at twilight ¹⁶ the Passover ob]serve ¹⁷ and from day 15 until day 21 of [Nisan the Festival ⁵ of Unleavened Bread observe. Seven days unleavened bread eat. ¹⁸
Instructions III	Now], be pure ¹⁹ and take heed. ²⁰ Work [do] n[ot do] ⁶ [on day 15 and on day 21 of Nisan. ²¹ Any fermented drink] do not drink. ²² And anything of leaven do not [eat ²³ VERSO ⁷ and do not let it be seen ²⁴ in your houses from day 14 of Nisan at] sunset until day 21 of Nisa[n at sun ⁸ set. And any leaven which you have in your houses b]ring into your chambers and seal ²⁵ (them) up during [these] days. ²⁶ ⁹ [...]
External Address	¹⁰ [To] (sealing) my brothers Jedaniah and his colleagues the Jewish Troop, your brother Hananiah s[on of PN].

⁶ The form is plural (אלהים) and it is not clear, here and in other letters by Jews, whether it was understood as a majestic singular, whether a pagan formula was used unthinkingly, or whether a pagan scribe actually wrote the letter (see on TAD A6.1.1:1-2 [B10] and also TAD A4.4:1, 9 [B16]).

⁷ See on TAD A6.1:1-2 (B10).

⁸ See on TAD A2.1:4 (B1).

⁹ It is strange that no month and day date were given. Since the New Year began in Nisan, we may imagine that the rescript was issued at the end of year 5 (before April 15, 418 BCE), with an eye to the Passover of year 6.

¹⁰ For the word order "from"-to" see on TAD A6.2:1 (B11).

¹¹ The verb is impersonal, passive (שליח), meaning "word has been sent."

¹² This unique ten-word message does not lend itself to confident reconstruction.

¹³ Pursuant to Darius' message to the satrap, Hananiah issued some ten instructions on the proper observance of the festival. These may be restored on the basis of close parallels with Ex. 12:6, 15-20, 13:7. Some instructions have no Biblical parallels. See B. Porten, BA 42 (1979), 91-92.

¹⁴ For the emphatically prepositioned independent pronoun in commands and instructions see on TAD A6.2:22 (B11).

¹⁵ The commandment to count in the Bible occurs only in relation to the festival of Shavuoth (Lev. 23:15-16; Deut. 16:9).

¹⁶ Restoration according to Ex. 12:6 where the paschal lamb was to be sacrificed at twilight on the fourteenth of Nisan.

¹⁷ The verb עברו can have the technical meaning of "offering up the paschal lamb" (cf. Num. 9:1-14) or "celebrating the festival" (cf. Ex. 31:16, 34:22; Deut. 16:13; Ez. 6:22; 2 Chron. 30:21, 35:17).

¹⁸ Restoration according to Ex. 12:15a, 18; cf. Lev. 23:6; Num. 28:17.

¹⁹ Does this provision refer to the Biblical requirement of purity for offering up the paschal sacrifice (Num. 9:1-14; Ez. 6:20; 2 Chron. 30:17) or to a recently instituted injunction of purity during the seven day festival (cf. Rosh Hashanah 16b; B. Porten, BA 42 (1979), 92)?

²⁰ Not to become impure; cf. Ju. 13:4, 13; 1 Sam. 21:5.

²¹ Restoration on the basis of Ex. 12:16; cf. Lev. 23:7-8; Num. 18:18, 25.

²² A postbiblical injunction (cf. Pesah. 3:1 with its inclusion of Egyptian zythos among the list of prohibited fermented drinks).

²³ On the basis of Ex. 12:20.

²⁴ On the basis of Ex. 13:7 ("no leaven shall be seen") which may logically conflict with Ex. 12:19 ("no leaven shall be found"). The contradiction was resolved by putting it out of sight under seal (line 8).

²⁵ Compare the royal seal applied to the stone closing up the lion's den to which Daniel was consigned (Dan. 6:18).

²⁶ This permission to store leaven out of sight was disallowed by normative Jewish law (cf. Pesah. 5b, 28b).

B14

TAD A4.2 Cowley 37 (Sachau Plate 11)

REPORT OF CONFLICT AND REQUEST FOR ASSISTANCE

DATE: Late 5th Century BCE.
 SIZE: 32 cm wide (= 16[+16]) by 13.1 cm high
 LINES: 17 (= 10, parallel to the fibers on the recto, parallel to the join; 6 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From PN to Jedaniah, Mauziah, Uriah and the Troop
 OBJECT: Report of Conflict and Request for Assistance

Written on a three-ply protocol (first sheet) of a scroll, this letter defies proper understanding because of the loss of its left half and the use of numerous words and phrases that occurred only here. An unknown subordinate, using the standard pagan salutation formula, informed the leaders Jedaniah, Mauziah, and Uriah of proceedings at the court of Arsames in Memphis where he and his colleagues were bested by the Egyptians who proffered bribes and acted "thievishly" (lines 3-5). Timely appearance before Arsames would have altered the situation, but a counter-offer of goods should help to assuage anger (lines 8-11). The final paragraph is a report on several discrete matters, including the arrival of Pasu from Elephantine, the detention of Hori, and the "damage" suffered by Arsames (lines 11-15).

RECTO

Internal Address ¹To my lords Jedaniah,¹ Mauziah,² Uriah,³ and the Troop, [yo]ur servant⁴ [PN .
 Salutations The welfare of my lords may the gods, all (of them),² seek after at all times.⁵
 It is well for us here.⁶
 Complaint Now,⁷ every day that⁸ [...] ⁹he complained⁹ to the investigators.¹⁰ One Zivaka,¹¹
 he complained to an investigator ...[...] ⁴we have¹² since the Egyptians a bribe¹³ to
 them give. And from (the time) that [...] ⁵of the Egyptians before Arsames, but
 thievishly¹⁴ act.

¹This was the Jewish communal leader Jedaniah son of Gemariah; see on TAD A4.1:1 (B13).
²This was the scribe and leader Mauziah son of Nathan; see on TAD B2.9:16 (B31).
³Of unknown patronymic, Uriah may have been a priest; see on TAD A4.3:1, 12 (B15).
⁴For the sequence "lord"- "servant" see on TAD A6.1:1 (B10).
⁵For the blessing formula see on TAD A6.1:1-2 (B10) and discussion on 4.1:1-2 (B13).
⁶See on TAD A2.2:2-3 (B2).
⁷See on TAD A2.1:4 (B1).
⁸See on TAD A3.3:2 (B8).
⁹Several of the letters in the Arsames correspondence opened with an announcement of a complaint (TAD A6.3:1, 6.8:1-3, 6.14:1; cf. 6.15:5, 11); see further on TAD B2.2:5-6 (B24).
¹⁰Aramaic פתירסא פתירסא פתירסא = Old Persian *patifrāsa-, "bailiff" (W. Hinz, *Altiranisches Sprachgut*, 186); see B. Porten, *Archives from Elephantine*, 53-54.
¹¹An Iranian name (W. Kornfeld, *Onomastica aramaica*, 106).
¹²Grelot (*Documents araméens*, 388-389) restored לן איתי [לא], "we do [not] have," implying that their approach was blocked because of Egyptian bribes.
¹³The word שחד occurred only here in all our texts. Bribery was not unusual in ancient Egypt; see P. Turin 1887recto I.13-14, verso I.3 (A5); P. Berlin 13543 (C11); and the Petition of Peṭese (see synopsis in B. Porten, *Archives from Elephantine*, 282-283). Unfortunately, the broken context does not allow for full reconstruction of the circumstances in our situation.
¹⁴The adverbial form גניבת occurred only here. The term is in line with the proffering of bribes, but again the precise meaning eludes us. As adjective גניב occurred in a letter by Mauziah with its literal meaning, "stolen" (TAD A4.3:4 [B15]).

- Report I Moreover,¹⁵ [...] ¹⁶the province of Thebes¹⁷ and thus say:¹⁸ Mazdayasna/A Mazdean is an official¹⁹ of the province²⁰ [...] ⁷we are afraid because we are fewer by 2.²¹
- Report II and Instructions Now, behold,²² they favored²³ [...]. ⁸Had we revealed our presence²⁴ to Arsames^{prior} to this, this(!) would not [have been done to us ...] ⁹he²⁵ will report our affairs before Arsames. Pisina pacifies us²⁶ [... So whatever] ¹⁰you will find ²⁷— honey, castor oil, string, rope, leather skins, BOARDS [... — send us since] **VERSO** ¹¹they are full of anger²⁸ at you.
- Report III Pasu son of Mannuki²⁹ came to Memphis and ...[...] ¹²and the investigator. And he gave me silver, 12 staters³⁰ and happy with it [am I ...] ¹³Hori gave me when they detained³¹ him because of the pitcher. Tiri... said: "[...] ¹⁴at the order³² of the

¹⁵ The particle "moreover" (מא) introduced matters both unrelated to the previous topic (*TAD* A4.7:29-30 [B19], 4.8:27-28 [B20], A6.15:5, 8) and matters continuing the previous topic (*TAD* A4.7:9, 17, 19, 21 [B19], 4.8:8, 16, 18, 20 [B20]; 6.10:4-6, 6.14:4; Ez. 5:10, 14, 6:5). Broken context does not allow determination of whether here a new matter is being introduced or not.

¹⁶ Grelot (*Documents araméens*, 389) restored "they arrived from," that is, Jews reported from Thebes.

¹⁷ A subsequent letter reported the seizure and imprisonment "at the gate in Thebes" of five of the communal leaders and six unrelated women (*TAD* A4.4-7 [B16]).

¹⁸ "PN thus says" was a standard opening formula in official letters (see on *TAD* A6.2:2 [B11]).

¹⁹ This bland title (מפקיד, "appointed one") designated the steward of Arsames and other Persian dignitaries who cared for their estates in Egypt and elsewhere. According to their names, they were Egyptians, Babylonians or Arameans, and Persians (*TAD* A6.4:2-3, 8, 6.8:1, 6.9:1-2, 5, 6.10:1, 3, 7, 11, 6.11:7, 6.12:4, 6.13:2-3, 6.14:2-4, 6.15:1, 13). See J.M. Lindenberg, *Ancient Aramaic and Hebrew Letters* (Atlanta, 1994), 72-73.

²⁰ The relationship between the province of Thebes and the province of Tshetres (see on *TAD* A4.5:9 [B17]) is not clear (see B. Porten, *Archives from Elephantine*, 42-43). A Ptolemaic demotic papyrus (*P. Berlin* 13543 [C11]) shows "He of Tshetres" interceding with the "Chief of the Thebaid" to secure a priestly appointment for a petitioner.

²¹ Most enigmatic. Had two of their colleagues died, disappeared, been detained?

²² This double introduction appeared also in *TAD* A4.3:5 (B15), where, like here, it lead into an urgent request.

²³ Aramaic סבר occurred only here in our collection and once more the meaning eludes us.

²⁴ Lit. "our presence;" a unique expression (גלי אנה); see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 223. A timely appearance at the satrapal court would have avoided their present difficulties.

²⁵ Who?

²⁶ Another unknown idiom (מאן אנה); the Persian Pisina served as conciliator (see Num. 17:20 for the parallel Hebrew word [שכך = Targ. Jon. שרך] in comparable context). He was mentioned in another letter (*TAD* A3.6:2).

²⁷ The following six+ items were apparently meant as counter-bribe to assuage the anger of the unknown "they." Honey, string, and rope occurred only here in our collection. Honey was valued as food, used in medicine, and part of temple ritual, while the most common material for making ropes was fiber from the date palm, prominent in the cataract region (A. Lucas and J.R. Harris, *Ancient Egyptian Materials*, 25-26, 134-136; B. Porten, *Archives from Elephantine*, 36). Castor oil and skins from the cataract region were objects frequently sought after by travelers away from home (*TAD* A2.1:7 [B1], 2.2:13 [B2], 2.4:7-8, 12 [B4], 2.5:5 [B5]). The *šp*-board was used in ship repair at Elephantine (*TAD* A6.2:11, 19 [B11]).

²⁸ For this expression see on *TAD* A2.3:6 (B3).

²⁹ This man with Egyptian praenomen and Akkadian patronym appeared in a list of ethnically mixed names (*TAD* C4.8:9).

³⁰ See on *TAD* B3.12:5 (B45).

³¹ For this verb see on *TAD* A3.3:6 (B8).

³² The word נא occurred only here in our collection; for Egyptian and Akkadian cognates see P.E. Dion, *RB* 89 (1982), 556.

king and they detain them. And the damage³³ of Arsames and the compensation³⁴ of Djeh[o...] ¹⁵and Hori³⁵ whom they detained."

External Address

¹⁷To (*sealing*) my lords Jaadaniah,³⁶ Mauziah, y[our] se[rvant PN].

³³ Because of the broken context, the syntax of גזק, "damage" is uncertain; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 724, who appears to follow Cowley. It may be understood as an objective genitive on the analogy of Est. 7:4 and Ez. 4:22 ("the damage caused to the king[s]").

³⁴ The word כפר should be understood in the same syntactical mode as the preceding גזק, that is as an objective genitive, "the compensation due Djeho; differently J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 531.

³⁵ Are these two the same as Djeho and Hori, the servants of Anani (*TAD A4.3:4 [B15]*)?

³⁶ Only here was the common name ירניה spelled with an *aleph*, יארניה, leading to the explanation that it is an Aramaization of יאניה, "May YH Hear."

B15

TAD A4.3 Cowley 38 (Sachau Plate 12)

RECOMMENDATION TO AID TWO BENEFACTORS

DATE: Late 5th Century BCE
 SIZE: 32.5 cm high by 13 cm wide
 LINES: 12 (= 8, perpendicular to the fibers on the recto, parallel to the join; 3 lines plus 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Mauziah son of Nathan to Jedaniah, Uriah and the priests, Mattan son of Jashobiah (and) Berechiah son of [PN]
 OBJECT: Aid to Benefactors

This bipartite letter of recommendation set forth in the first half the benefit that Djeḥo and Ḥor had bestowed upon the writer, the scribe and leader Mauziah (lines 3-5), and in the second half recommended that upon their arrival at Elephantine they be handsomely reimbursed (lines 5-11). A precious stone had been stolen and turned up in the hands of the merchants. The Troop Commander of Elephantine arrested Mauziah in Abydos, either for complicity or negligence. Through the strenuous intercession of two servants of Anani, and with divine assistance, his release was secured. As they headed for Elephantine they asked him to write on their behalf in advance of their arrival. They were apparently asking for a lot, and Mauziah assured Jedaniah, the other leaders and all the Jews that the expenditure should not be viewed as a loss since it would ultimately be covered by the House of Anani. The letter revealed the antagonism that the arrival of Hananiah aroused among the Khnum priesthood. It also presents the perplexing situation of Ḥor being both a servant of Anani and of Hananiah. Though himself among the community's leaders, Mauziah deferentially addressed them as "my lords" and penned a double Salutation (lines 1-3)

RECTO

Internal Address ¹To my lords Jedaniah,¹ Uriah² and the priests³ of YHW the God, Mattan son of Jashobiah⁴ (and) Berechiah⁵ son of [...]; ²your servant Mauziah.⁶
 Salutations The welfare of [my] lords [may the God of Heaven seek after abundantly at all times and] in favor may you be before ³the God of Heaven.⁷

¹ See on TAD A4.1:1 (B13).

² He was among the addressees of TAD A4.2:1 (B14) and his prepositioning to the priests suggests that he was one himself.

³ For the term כהן see on TAD A4.5:3 (B17).

⁴ Designated "Aramean, Syenian" this Jew was party to a fragmentary document of withdrawal (TAD B5.2:2).

⁵ Of unknown patronymic, he was one of those reported to have been imprisoned in Elephantine (TAD A4.4:3 (B16)).

⁶ Though Mauziah was among the five leaders of the Jewish community and appeared elsewhere after Jedaniah and before Uriah as recipient of a letter, he here respectfully addressed his colleagues as "my lords;" see on TAD A6.1:1 (B10).

⁷ The Jewish scribe Mauziah (see on TAD B2.9:16 [B31]) employed a Jewish version of the epistolary salutation as did his colleague Jedaniah (TAD A4.7:2, 27 [B19], 4.8:2, 26 [B20]); contrast TAD A6.1:1-2 (B10). The title "God of Heaven," occurring thrice here, was common at this time in Judah (Ez. 1:2, 5:11-12, 6:9-10, 7:12, 21, 23; Neh. 1:4-5, 2:4, 20; 2 Chron. 36:23; see also Dan. 2:18-19, 37, 44). A variant of the second blessing ("in favor be" [לרחמן הוּ]) was also employed by Jedaniah writing to Bagavahya; here favor is to be before the God of Heaven, there before Darius and the princes. This twofold blessing (welfare and favor) was found only here and in the great petition, where it was augmented by two more blessings (TAD A4.7:2-3 [B19], 4.8:2-3 [B20]).

Report

And now,⁸ when Vidranga the Troop Commander⁹ arrived¹⁰ at Abydos¹¹ he imprisoned me on account of a¹² dyer's stone¹³ which⁴ they found stolen in the hand of the merchants.¹⁴ Finally, Djeḥo and Ḥor,¹⁵ servants of Anani,¹⁶ intervened with Vidranga⁵ and Ḥarnufi,¹⁷ with the protection of the God of Heaven,¹⁸ until they rescued me.

Instructions

Now, behold,¹⁹ they are coming²⁰ there to you. You,²¹ look after²² them. ⁶Whatever desire²³ and thing that ^{(and) Ḥor} Djeḥo shall seek from you — you,²⁴ stand before²⁵ them so that²⁶ a bad thing⁷ they shall not find about you.²⁷ To you it is

⁸ See on TAD A2.1:4 (B1).

⁹ Vidranga had been Troop Commander at least between 420 and 416 BCE, when he bore the additional title, Guardian of the Seventh (TAD B2.9:4-5 [B31], 2.10:2-3 [B32], 3.9:2 [B42]). Apparently his father, Naphaina, held the position ca. 434/33 BCE (TAD A5.2:7). Sometime before 410 BCE Vidranga was promoted to Chief (see on TAD B2.9:4-5 [B31]) and the position of Troop Commander passed on to his son (TAD A4.5:4 [B17], 4.7:5, 7 [B19], 4.8:5-6 [B20]).

¹⁰ For the construction "when + verb of motion" see on TAD A3.3:2 (B8).

¹¹ Located about 370 km traveling distance from Elephantine, Abydos saw many visitors, including Arameans, who scrawled their names and prayers on the walls of the Osiris Temple (M. Lidzbarski, *Ephemeris für semitische Epigraphik* (Giessen, 1915), III, 93-116).

¹² For the indefinite article, see on TAD B2.1:4 (B23).

¹³ For the literature on this term, written as one word (אבנציר), see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 976.

¹⁴ Was Mauziah guarding a caravan and accused of connivance in the theft or malfeasance in the performance of his duties? This is the only place in our documents to mention merchants (רכליא), though a witness to a grain delivery contract, apparently drawn up at Tahpanhes, bore the trade name Rochel (son of Abihu) (TAD B4.4:20).

¹⁵ Were these the same as Djeḥo and Ḥori involved in the previous letter (TAD A4.2:14-15 [B14])?

¹⁶ Was this fellow, so well known that his patronym need not be given, the Scribe and Chancellor who issued the order in Arsham's name to repair a boat (TAD A6.2:23 [B11])?

¹⁷ Djeḥo, Ḥor, and Ḥarnufi are Egyptian names.

¹⁸ In his famous Bisitun Inscription Darius I attributed each of his victories to the help and "protection" (טלל) of Ahuramazda (TAD C2.1:10, 16, 42).

¹⁹ See on TAD A4.2:7 (B14) for this double introduction.

²⁰ A similar construction ("PN is coming to you; take care of him") was found in a letter by Arsames (TAD A6.9:2) and in the Biblical letter of the King of Aram to the King of Israel (2 Ki. 5:6).

²¹ For the pronoun before the imperative see on TAD A6.2:22 (B11).

²² The expression "look after" (חיי על) occurred especially with children as object (see on TAD A2.3:11 [B3]).

²³ For this word see on TAD A2.4:7 (B4).

²⁴ See note to "you" in line above.

²⁵ To "stand before" is to serve (Num. 16:9; Deut. 10:8; 2 Chron. 29:11; *et al.*). For a New Testament-Peshitta parallel see P.E. Dion, *RB* 89 (1982), 567.

²⁶ An imperative verb followed by the particles "so that" (כין כזי), in the sense of "lest something bad happen," was a standard epistolary construction (TAD A6.10:2, 6, 6.15:11).

²⁷ "Not to find something bad/damaging" was a positive statement; see TAD A4.5:2 (B17).

known²⁸ that Khnum²⁹ is against us since Hananiah has been in Egypt until now.³⁰ ⁸And whatever you will do for Ḥor, for your[...³¹ y]ou are doing. Ḥor is a servant of Hananiah.³² You, lavish³³ from our houses **VERSO**⁹ goods. As much as your hand finds³⁴ give him. It is not a loss for you. For that (reason) I send (word) to you. He ^h10said to me, "Send a letter ahead of me." [...] If there is muc loss, there is backing for it³⁵ in the house of Anani. Whatever you do ^h11for him shall not be hidden from Anani.³⁶

²⁸ Usually found in the form "be it known to you," this statement always introduced a warning or a negative report (*TAD* A6.10:8-10; *Ez.* 4.12-13, 5:8; *Dan.* 3:18). In one of the Arsames letters the warning followed upon the command to carry out the "desire" concerning his estate (*TAD* A6.8).

²⁹ Depicted as the ram god, Khnum along with Sati (*TAD* B2.8:5 [B30] and Anukis constituted the local divine triad. He was known as "Khnum, (the) great, lord of Elephantine" (*P. Berlin* 13582.1 [C35]) and his priests and functionaries figured prominently in the demotic documents (C1-35).

³⁰ In some unknown fashion, Hananiah, presumably the one who arrived with the Passover Letter (*TAD* A4.1 [B13]), aroused the ire of the Khnum priests, who ultimately brought about the destruction of the Jewish Temple (*TAD* A4.7 [B19], 4.8 [B20]); see discussion in B. Porten, *Archives from Elephantine*, 128-133, 279-282.

³¹ J.M. Lindenberger, *Ancient Aramaic and Hebrew Letters*, 59-60 restored לב[אש]כטם, "for your h[urt]." While graphically possible, this restoration and interpretation is highly improbable. If Ḥor had gone to great lengths to rescue Mauziah from prison, why would he be a threat to the Elephantine Jews?! Some positive word must have filled the gap.

³² The relationships become confused; above (line 4) Ḥor, along with Djeḥo was described as a "servant of Anani." Perhaps Hananiah worked out of the office of Anani.

³³ For the various interpretations of this difficult verb (וילע) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 307.

³⁴ I.e. as much as you are able to expend. This idiom (ידכט מהשכחה = Hebrew יד תמצא [Lev. 12:8]) occurred only here. The other idiom in these letters was תמטא יד, "(your) hand reaches." Like the idiom here, so the one in the Makkibanit letters was juxtaposed with the determination to "do" something for someone (*TAD* A2.4:4 [B4]).

³⁵ For the various suggestions on the meaning of this unique construction (שימא שים אחרויה) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 1129. The idea seems to be that Anani will reimburse you.

³⁶ A significant "deed" by one of two related parties will not/should not be hidden from the other party (cf. *Gen* 18:17).

B16

TAD A4.4 Cowley 56 and 34 (Sachau Plates 37 and 15)

REPORT OF IMPRISONMENT OF JEWISH LEADERS

DATE: Last Decade of 5th Century BCE
 SIZE: 31.3 cm wide (= [3.8+]27.5) by 12.7 cm high
 LINES: 10 (= 9, perpendicular to the fibers on the recto, parallel to the joins; 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Israh son of Nathan to PN son of Gaddul
 OBJECT: Imprisonment of Jewish Leaders

Opening and closing with a pagan Salutation, a private letter from the otherwise unknown Israh son of Nathan to an unknown son of Gaddul reported the fateful incarceration of several men in Elephantine and the seizure and imprisonment of six Jewish women and five Jewish leaders at the gate in Thebes. The men were apparently implicated in the invasion of private property and theft therefrom. They were forced to evacuate the property, return the goods, and were fined a hefty 1200 shekels. Hopefully, there would be no further repercussions (lines 7-9) but there was no word on their release from prison. Was this act on the part of the Jews part of their ongoing conflict with the Khnum priesthood (see TAD A4.3:7 [B15]) which eventuated in the destruction of the Jewish Temple at their instigation (TAD A4.7:5-6 [B19], 4.8:4-5 [B20])? Perhaps the priests exploited the imprisonment of the whole Jewish leadership in Thebes to consummate their plot?

RECTO

Internal Address ¹[To my brother PN, your brother Israh].¹
 Salutations *It is well for me here*.² May the gods³ seek after your welfare at all times.
 Report I And now,⁴ [... ²...]PN son of PN went⁵ to Syene and did/made ...[...³...
 Report II Behold, these are the names⁶ of the men wh[o were imprisoned in [Ele]phantine:
 Berechiah,⁷ Hose[a, ... ⁴...], Pakhnum.⁸
 Report III Behold,⁹ this is¹⁰ the names of the women who were f[ound at the gate ⁵in
 Thebes¹¹ and seized¹² as p]risoners.¹³

¹ The writer's full name was preserved in the External Address but only the patronym remained of the recipient. It was not scribal practice to give the full name in the Internal Address.

² To fill in the missing space this Salutation has been restored here (see on TAD A2.2:2-3 [B2]).

³ See on TAD A4.1:1-2 [B13].

⁴ See on TAD A2.1:4 [B1].

⁵ For verbs of motion at the beginning of a letter see on TAD A3.3:2 [B8].

⁶ Letters often included lists of names, each usually followed by the notation שמה, lit. "his name" = "by name," and the numeral stroke, and concluding with a numerical total (TAD A4.6:13-15 [B18], 4.10:1-5 [B22]; 6.3:3-5, 6.7:3-5).

⁷ Probably the same person as in TAD A4.3:1 [B15].

⁸ Was he Jewish, despite his Egyptian name, like all the other arrested parties? A name list of this time records one Hanan son of Pakhnum (TAD C4.6:5).

⁹ This word (הא) was regularly used in contracts to introduce the list of house neighbors, both with (as here) and without (line 6) a following demonstrative pronoun (see on TAD B2.2:7 [B24]).

¹⁰ I.e. these are. The non-congruence of number in the title of lists was common (see on TAD B2.2:7 [B24]).

¹¹ See TAD A4.2:6 [B14].

¹² For the verbal combination אחר אחר see also TAD A4.6:16 [B18].

¹³ J.M. Lindenberger, *Ancient Aramaic and Hebrew Letters*, 70, observed "The word 'gate' may refer to a law court. If so, we may translate, '... who were tried at the court in Thebes, and were put in prison.'" *Interpret* perhaps, but hardly *translate*.

Rami wife of Hodo,
 Esereshut wife of Hosea,
 Pallul wife of Islah,
 Reia [wife/daughter of PN],
⁶Tubla daughter of Meshullam (and) Kavla her sister.¹⁴

Greetings Greetings, your house and your children until the gods¹⁵ let [me] behold [your face in peace].¹⁶

VERSO

External Address ¹⁰[To (*sealing*) my brother PN son of] Gaddul,¹⁷ your broth[er] Islah son of Nathan.¹⁸

¹⁴ Of the six female names, three were Hebrew (Rami, Pallul, Kavla [< Kaviliah, "Hope in YH"]), one or two were Aramaic (Reia [TAD A2.3:1 {B3}, 2.4:3 {B4}]) and perhaps Tubla [< *Tubliah, "Return to YH"]), and one was Egyptian (Esereshut). Only the name Reia appeared among the forty or so female names in the contemporary Collection Account (TAD C3.15:89).

¹⁵ See note to line 1.

¹⁶ This concluding Greeting formed an inclusion with the opening Salutation and employed a term (ܢܗܢ, "to behold") frequently used therein (see on TAD A2.1:2, 12 [B1] and the restoration of 3.5:8).

¹⁷ Two persons have Gaddul as father at the end of the century — the well attested Islah (TAD B2.10:19 [B32]; 3.8:44 [B41]; 4.5:2) and Menahem (TAD B2.9:17 [B31]).

¹⁸ He appeared only here.

B17

TAD A4.5 Cowley 27 (Strasbourg P. Aram. 2 = Sachau Plate 75)

DRAFT PETITION FOR RECONSTRUCTION OF TEMPLE(?)

DATE: Last Decade of 5th Century BCE
 SIZE: 64.3 cm wide by 7.7 cm high
 LINES: 24 (= 10 in two columns, parallel to the fibers on the recto, perpendicular to the joins; 14 lines on verso parallel to the fibers); folded from left to right
 PLACE: Elephantine
 PARTIES: Unknown
 OBJECT: Judicial Inquiry

One of the Elephantine papyri discovered (1898/99) and published (1903) before the great finds, this was written not in a single vertical column, like the other letters, but in two parallel horizontal columns on the recto and a single vertical column on the verso. An estimated three lines are missing at the top and bottom of each column. Writing to an unknown official, the Jews protested their loyalty at the time of the (recent or earlier?) Egyptian rebellion (lines 2-4). In the summer of 410 BCE, when Arsames left to visit the king, the Khnum priests bribed Vidranga to allow partial destruction of a royal storehouse to make way for a wall (lines 4-5), apparently the ceremonial way leading to the shrine of the god, as reported in the contracts of Anani (TAD B3.10:8-9 [B43] 3.11:4 [44]). Furthermore, the priests stopped up a well that served the forces during mobilization (lines 6-8). Inquiry undertaken by the judges, police, and intelligence officials would confirm the facts as herein reported (lines 8-10). The very fragmentary column on the verso referred to Temple sacrifices and uttered a threefold petition, apparently for protection and the Temple's reconstruction (lines 11-24).

RECTO

Column 1

(CA 3 LINES MISSING)

Loyalty ¹... we grew/increased, detachments¹ of the Egyptians rebelled.² We, our posts did not leave ²(ERASURE: and anything of) damage³ was not found in us.
 Plot⁴ In year 14 of Darius the [ki]ng,⁵ when our lord Arsames ³had gone to the king,⁶ this is the evil act⁷ which the priests⁸ of Khnum the god⁹ [di]d in Elephantine the

¹ The term *דגל* was the standard term to refer to a military detachment, whether of Jews, Arameans, or Egyptians (see on TAD B2.1:2 [B23]), whether in Elephantine or Saqqarah (TAD B8.6:8-9).

² It is not clear whether or not these were locally stationed troops. The Arsames correspondence made frequent reference to "troubles," "unrest," and "rebellions" (TAD A6.7:6, 6.10:1, 4, 6.11:2) and we do not know whether the account in our letter referred to the same events and whether these were recent or went back to the period after the death of Artaxerxes I in 424 BCE; see B. Porten, *Archives from Elephantine*, 279.

³ For the possible nuances of this word see TAD A3.3:8 (B8).

⁴ The same tale, in slightly different words, was repeated in the community's Petition to Bagavahya of Jerusalem (TAD A4.7:4-5 [B19], 4.8:3-5 [B20]). There the focus was exclusively on the destruction of the Temple; here it is on the partial destruction of the royal storehouse (line 5), the stopping up of a well (lines 6-8), and possibly the destruction of the Temple (lines 11-24).

⁵ This was prior to the summer of 410 BCE (see TAD A4.7:4 [B19], 4.8:3-4 [B20]).

⁶ No reason was given; perhaps to deliver a periodic report.

⁷ Aramaic *דושכרתא* < Old Persian **duškrta*- (W. Hinz, *Altiranisches Sprachgut*, 90).

⁸ The term for priest was *כמר*, reserved in Hebrew (2 Ki. 23:5; Hos. 10:5; Zeph. 1:4) and our texts for pagan functionaries (TAD A4.7:5 [B19], B2.7:15 [B29]), as distinct from *במ*, the Jewish priest (TAD A4.3:1 [B15], 4.7:1, 18 [B19], '4.8:1' [B20]).

⁹ See on TAD A4.3:7 (B15).

fortress ⁴in agreement¹⁰ with Vidranga who was Chief¹¹ here: They gave him silver and goods.

(AT LEAST 3 LINES MISSING)

Column 2

Report

⁶And now, that wall (stands) built in the midst of the fortress.¹²

Damage

There is a¹³ well which is built ⁷with[in] the f[or]tress and water it does not lack to give the troop drink so that whenever they would be GARRISONED¹⁴ (there), ⁸in¹⁵ [th]at well the water they would drink. Those priests of Khnum, that well they stopped up.¹⁶

Confirmation

If inquiry¹⁷ ⁹be made from¹⁸ the judges,¹⁹ police²⁰ and hearers²¹ who are appointed in the province of Tshetres,²² ¹⁰it will be [known] to our lord²³ in accordance with this which we say.

Moreover, we are separated

(CA 3 LINES MISSING)

¹⁰ Aramaic חמנית < Old Persian *ham-au-nita- (Shaul Shaked).

¹¹ See on TAD A4.3:3 (B15) and B2.9:4 (B31).

¹² Thematically, this sentence ("wall built") appears to adjoin directly upon the one in line 5 before the papyrus break. Papyrologically, however, as evidenced by the broken right margin on the verso, several lines intervened.

¹³ For the indefinite article see on TAD B2.1:4 (B23).

¹⁴ Appearing here and elsewhere (TAD A6.7:6) in a military context, חנר/חנרין was an Old Persian loanword (*handiza-); W. Hinz, *Altiranisches Sprachgut*, 116. It was used not only of the troop as a whole but also of an individual (TAD B2.7:4 [B29]).

¹⁵ I.e. from that well.

¹⁶ There is no indication whether this act was required by the building process of the Khnum priests or whether it was antagonistic against the Persian garrison.

¹⁷ For this Old Persian loan word (אזדא < azdā-) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 25

¹⁸ I.e. "by." The preposition כן here introduces the agent, not the object, of the inquiry; cf. the expression חייב מני, "given from me" and see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 25 (differently, 652) and the examples cited under No. 6 on p. 654; also see the translation of J.M. Lindenberger, *Ancient Aramaic and Hebrew Letters*, 63.

¹⁹ "Judge" appeared regularly in the contracts as one of the three parties before whom a complainant might bring a suit or register a complaint, the other two being lord and prefect (TAD B2.3:13, 24 [B25]; 3.1:13, 19 [B34], 3.2:6 [B35], 3.12:28 [B45]; 4.6:14; 7.1:3). In a case involving an inheritance they are called "judges of the king" (TAD B5.1:3 [B47]) and in a petition seeking redress of grievances they are "judges of the province" (TAD A5.2:4, 7). When named, they were always Persian — Pisina (TAD A3.8:2 [B41]); Bagadana (TAD A6.1:5-6 [B10]), Damidata (TAD B2.2:6 [B24]), Bagafarna and Nafaina (TAD 5.2:6) — and once Babylonian — Mannuki (TAD 5.2:6). They were here called upon to investigate not a private matter but one tantamount to civil disorder.

²⁰ Aramaic חמטתא is an Old Persian loanword < *tipati-; W. Hinz, *Altiranisches Sprachgut*, 236; B. Porten, *Archives from Elephantine*, 50. They were seventh and last in a list of officials that began with the satraps (Dan. 3:2-3).

²¹ Aramaic חמטתא is an Old Persian loanword < *gaušaka-; W. Hinz, *Altiranisches Sprachgut*, 105-106; B. Porten, *Archives from Elephantine*, 50-51. Known in classical sources as the "king's ears," they were intelligence agents.

²² Aramaic חמטתא < Egyptian ḥ-št-rsy, "the southern district," abbreviating Ḥ-št-rsy-Niw.t, "The district south of Thebes," i.e. the Thebaid (M. Malinine, *Choix des textes juridiques* [Paris, 1953], No. 9:6, 18:5; B. Porten, *Archives from Elephantine*, 42-43). The Persian and Ptolemaic demotic documents call the Chief of the province "He of Tshetres" (P. Berlin 13543.1 [C11], 13582.3 [C35]. See further on TAD A4.2:6 [B14]).

²³ The unknown recipient of the letter.

VERSO

Spoilation

¹¹[...] *ḥpny* which are in Elephantine [the] fo[r]tress ... ¹²... we grew/increased [... ¹³...] was not found in [... ¹⁴...] to bring meal-offer[ing]²⁴ ... ¹⁵...] to make there for YHW [the] G[od]²⁵ ... ¹⁶...] *herein* ... [...¹⁷...] but a BRAZIER²⁶ [... ¹⁸...] the FITTINGS²⁷ they took (and) [made (them) their] own²⁸ [...].

Threefold Petition

¹⁹[I]f to our lord it is abundantly ... [..., ²⁰...] we from/of the troop [...]
²¹[If to] our lord it is good,²⁹ may [an order] be issued³⁰ [... ²²...] we.
 If to [our] l[ord] it is good, ... ²³... they [*pro*]tect the things which³¹ [...²⁴...] the [Temp]le of ours which they demolished to [*build* ...].³²

²⁴ This extremely fragmentary section employed words that applied to the Jewish Temple or recurred in the correspondence for its reconstruction; for meal-offering see *TAD* A4.7:21, 25 (B19), 4.8:21, 24 (B20), 4.9:9 (B21), 4.10:11 (B22). The Hebrew word for "bring" (הביא) was used in conjunction with meal-offering (Lev. 2:8; Is. 1:13; Jer. 17:26).

²⁵ In the subsequent correspondence, the word "make" (עבד) is used for the sacrifices (*TAD* A4.7:21-22 (B19), 4.8:21 (B20)).

²⁶ Aramaic אטרון is an Old Persian loanword whose first element is *ātr*, but whose second element is in dispute; see W. Hinz, *Altiranisches Sprachgut*, 49. Grelot saw it as the fire spot for burning all the flammable items, including the FITTINGS (line 18), torn away during the Temple's destruction (cf. *TAD* A4.7:10-12 [B19], 4.8:9-11 [B20]). But our fragmentary context implies that the FITTINGS were taken as spoil.

²⁷ For this Old Persian loanword (אשרינא) see on *TAD* A6.2:5 (B11).

²⁸ To "take and make one's own" was a recurrent idiom for appropriating stolen goods (*TAD* A4.7:12-13 [B19], 4.8:11-12 [B20]; B7.2:6 [B50]).

²⁹ "If to PN it is good" was a standard Hebrew and Aramaic formula introducing a petition (*TAD* A4.7:23 [B19], 4.8:22 [B20]; 5.2:9; 6.3:5, 6.7:8, 6.13:2; Est. 5:4, 8, 8:5; Ez. 5:17). It is striking that it occurred here three times in rapid succession.

³⁰ For this phrase see on *TAD* A6.1:2 (B10).

³¹ If correctly restored, this would be a plea for "police protection."

³² The restoration is conjectural and is based on the text in the subsequent Petition (*TAD* A4.7:23-25 [B19], 4.8:22-24 [B20]).

B18

TAD A4.6 Cowley 68,12 + No 88 of 96 Frags. + Cowley 66,6+1+5+2

FRAGMENTARY LETTER RE EGYPTIANS IMPRISONED

DATE: Ca. 410 BCE
SIZE: 4.8 cm wide by 11.7 cm high (top fragment); 9.2 cm wide by 15 cm high (bottom)
LINES: Ca. 17, fragmentary, parallel to the fibers on the recto, perpendicular to the join;
folded from left to right
PLACE: Elephantine
PARTIES: Unknown
OBJECT: Imprisoned Egyptians

Written by the same hand and in the same horizontal, columnar fashion as *TAD A4.5 (B17)*, this letter was pieced together from six fragments. As a draft it omitted the External Address and Salutation and began with the customary introductory formula of the body of the letter. It reported the seizure and chaining of the writer's co-religionists and listed Egyptian names, apparently the guilty parties. The purpose of the letter is lost in the lacunae.

RECTO

Report ¹Your servants¹ [...] ²...[...] ³Arta[...] ⁴...[...] ⁵all/every [...] ⁶all/every [...]
(CA 3 LINES MISSING)
¹⁰[...] Bagadates son of [...] ¹¹... they came to Elephantine the fortress [...
¹²...]. (the) troop[...]... Egypt(ian)[... ¹³... the names of the men² [w]ho ... [...
¹⁴...]
[PN] son of Peṭe(ne)ter [by] name, 1,
Peu son of Ḥo[...] by name, 1 ...].
¹⁵the men whose names is³ written⁴ [...] ¹⁶... men from us they se[i]zed⁵ (and)
bound in chains of ... ¹⁷...[be]fore Cambyses⁶

¹The beginning of the body of the draft letter which lacked address and salutation. It would have continued, "(Your servants) thus say:" (cf. *TAD A4.10:1, 7 [B22]*).

²For lists in letters see *TAD A4.4:2 (B16)*.

³Singular instead of plural "are."

⁴For this expression see on *TAD B2.1:10 (B23)*. Does this refer to an act on the part of the Egyptians who destroyed the Jewish Temple?

⁵For the verbal combination אחר-אשר see also *TAD A4.4:5-6 (B16)*.

⁶The great Petition reported the construction of the Temple as having taken place before the arrival of Cambyses in Egypt (*TAD A4.7: 13-14 [B19]; 4.8:12-13 [B20]*).

B19

TAD A4.7 Cowley 30 (Sachau Plates 1-2)

REQUEST FOR LETTER OF RECOMMENDATION (FIRST DRAFT)

DATE: 25 November, 407 BCE
SIZE: 32 cm wide by 24.5 cm high
LINES: 30 (= 17, perpendicular to the fibers on the recto, parallel to the joins; 13 on verso parallel to the fibers); folded from bottom to top
PLACE: Elephantine
PARTIES: From Jedaniah and his colleagues the priests to Bagavahya governor of Judah
OBJECT: Reconstruction of Temple

Historically, this is the most significant of all the Elephantine Aramaic texts. It is a well-balanced, carefully constructed bipartite petition (Report and Petition) addressed by Jedaniah, the priests, and all the Jews of Elephantine to Bagavahya, governor of Judah. It opens with a Fourfold Salutation (welfare, favor, longevity, happiness and strength) and concluded with a Threefold Blessing (sacrifice, prayer, merit). The Report has three parts: Demolition (lines 4-13), Precedents (lines 13-14), Aftermath (lines 15-22). The Demolition delineates the plot hatched between the Egyptian Khnum priests and the local Persian authorities, the Chief Vidranga and his son the Troop Commander Naphaina, and relates the demolition in *abab* sequence (smashed ... *there*; demolished ... Temple; burned ... *there*; took ... Temple). The Precedents were twofold: Egyptian Pharaohs authorized the Temple's construction and the Persian conqueror approved of its existence. The Aftermath relates the situation following the destruction: punishment of the perpetrators in response to prayer and fasting; silence of all Jerusalem authorities in the face of earlier petition; continued communal mourning; cessation of cult. The Petition set forth the Threefold Request (take thought, regard, write), which, if successful, would lead, as indicated, to a Threefold Blessing. The letter concludes with a twofold Addendum and the Date. The scribe was well-skilled in Aramaic rhetorical style and cognizant of all the appropriate rhetorical formulae. Its single-line message is that the perpetrator was "wicked" while the Jews were "men of goodness." Curiously, the first eleven lines were written by one scribe (Scribe A) while a second scribe (Scribe B) began writing in line 12 in the middle of a sentence and continued until the end of the letter. He also wrote the second draft (TAD A4.8 [B20]) and the two were stored together. A semiological analysis seeks to trace the "script" back to Neo-Assyrian complaints and petitions.¹

RECTO

Internal Address ¹To our lord² Bagavahya³ governor of Judah,⁴ your servants Jedaniah⁵ and his colleagues the priests⁶ who are in Elephantine the fortress.

¹ F. M. Fales, *JAOS* 107 (1987), 463-469.

² For the sequence "lord"-servant" see on TAD A6.1:1 (B10).

³ The name is Old Persian, but the person, proximate or subsequent successor to Nehemiah, may have been Jewish and thus not identical with Bagoas, strategos of Artaxerxes II, who imposed a seven-year fine on the sacrificial cult after the high priest Johanan murdered his brother Jeshua (Jesus) in the Temple (Josephus, *Ant.* XI.7.1, 297-301).

⁴ During the Persian period Judah was a province (מדינתא; מדינתא in Aramaic [Ez. 5:8]), one of the 127 such according to the Book of Esther (1:1).

⁵ See on TAD A4.1:1 (B13).

⁶ For the term כהן see on TAD A4.5:3 (B17). In the Passover Letter, Jedaniah was accompanied by "his colleagues the Jewish Troop" (TAD A4.1:1 [B13]).

Fourfold Salutation	The welfare ² of our lord may the God of Heaven seek after abundantly at all times, and favor may He grant you before Darius the king ⁷ ³ and the princes ⁸ more than now a thousand times, ⁹ and long life may He give you, ¹⁰ and happy and strong ¹¹ may you be at all times. ¹²
Report	⁴ Now, ¹³ your servant Jedaniah and his colleagues thus say: ¹⁴
Plot	In the month of Tammuz, year 14 of Darius ¹⁵ the king, when Arsames ⁵ had departed ¹⁶ and gone to the king, ¹⁷ the priests ¹⁸ of Khnub ^{the god} who are in Elephantine the fortress, ¹⁹ in agreement with Vidranga ²⁰ who ⁶ was ⁵ Chief here, ²¹ (said), ²² ⁶ saying: "The Temple ²³ of YHW the God which is in Elephantine the fortress ²⁴ let them remove ²⁵ from there."
Order	Afterwards, ²⁶ that Vidranga, ⁷ the wicked, ²⁷ a letter sent ²⁸ to Naphaina his son, who was Troop Commander in Syene the fortress, ²⁹ saying: "The Temple which is in Elephantine ⁸ the fortress let them demolish."

⁷ For this double blessing see on TAD A4.3:2-3 (B15).

⁸ For association of the princes with the Persian monarch in letters see Ez. 6:10, 7:23.

⁹ For a Biblical thousandfold blessing see Deut. 1:11.

¹⁰ Longevity was a standard blessing for royalty; for the Egyptian Aramaic corpus see TAD A1.1:2-3 (Adon Letter); C2.1:72 (Bisitun).

¹¹ This combination of happiness and strength appeared in other official letters (TAD A5.1:4, 5.3:2).

¹² Not uncommon in Egyptian letters (see P. Valençay 1.2-5 [A6]), such a fourfold Salutation in the Aramaic letters was indicative of the writers' deep-felt needs.

¹³ See on TAD A2.1:4 (B1).

¹⁴ For this formula see on TAD A6.2:2 (B11).

¹⁵ This would have been July 14-August 12, 410, when the weather at Elephantine was very hot.

¹⁶ See on TAD A3.3:2 (B8).

¹⁷ See on TAD A4.5:2-3 (B17).

¹⁸ For the term כמר see on TAD A4.5:3 (B17).

¹⁹ For Khnum and his priests see on TAD A4.3:7 (B15).

²⁰ See on TAD A4.3:3 (B15).

²¹ The identical expression appeared in an earlier letter (TAD A4.5:4 [B17]).

²² The infelicitous formulation, omitting the verb, was corrected in the revised draft (TAD A4.8:5 [B20]).

²³ Aramaic אגרא < Akk. *ekurru* < Sum. *é.gal* (B. Porten, *Archives from Elephantine*, 109-110).

²⁴ "The Temple ... fortress" was the full title; cf "The Temple of God which is in Jerusalem" (Ez. 4:24, 5:2, 17, 6:12, 7:16-17).

²⁵ Aramaic הקרי = Hebrew חסר, used for the destruction of the high places in Judah (2 Ki. 18:4).

²⁶ For this adverb see on TAD B2.4:8 (B26).

²⁷ This pejorative epithet is reminiscent of that applied to the Jewish foe Haman (Est. 7:6).

²⁸ The written order, terse as it was, gave the act official sanction.

²⁹ Father and son shared the civil and military rule over Aswan and its environs. Following the practice of *papponymy*, Vidranga gave his son the name of the latter's grandfather (TAD A5.2; B2.10:2 [B32]). This practice was also widespread among the Jews and Arameans and was to be found among the Copts of the Muslim period, e.g. Mahseiah son of Mibtahiah daughter of Mahseiah (TAD B2.9:3 [B31]); the reconstructed genealogies Nabutukulti son of Nabuzeribni son of Attarshuri son of Nabuzeribni (TAD B2.3:27-28 [B25], 2.4:16 [B26], 2.11:14 [B33]); Yuḥannis son of Buqtur son of Yuḥannis (P. Or. Inst. 10552r.2-3 [F2]); see B. Porten, *Archives from Elephantine*, 235-237.

Demolition

desarshik
of kark

Afterwards, Naphaina led the Egyptians with the other troops.³⁰ They came to the fortress of Elephantine with their implements,³¹ ⁹broke into that Temple, demolished it to the ground,³² and the pillars of stone which were there — they smashed ^{them}. Moreover,³³ it happened (that the) ¹⁰⁵ ⁹gateways ¹⁰of stone,³⁴ built of hewn stone,³⁵ which were in that Temple, they demolished. And their standing doors,³⁶ and the hinges³⁷ ¹¹of those doors, (of) bronze, and the roof of wood of cedar³⁸ — all (of these) which, with the rest³⁹ of the FITTINGS⁴⁰ and other (things),⁴¹ which ¹²were ¹¹there — ¹²all (of these) with fire they burned.⁴² But the basins of gold and silver⁴³ and the (other) things which were in that Temple — all (of these) took ¹³and made their own.⁴⁴

Precedents

And from⁴⁵ the days of the king(s) of Egypt our fathers had built that Temple⁴⁶ in Elephantine the fortress and when Cambyses entered⁴⁷ ^{vpt} Eg ¹⁴— that Temple, built he

³⁰ Were these the Arameans, Caspians, and Khwarezmians who were also stationed in the forts of Aswan?

³¹ Aramaic ܠܢ appeared also in an ostrakon and some would translate the word, "axe, pickax," as if it were a tool of destruction and not a weapon to gain forced entry and stand guard during the demolition process; see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 1216. The revised version substituted an unambiguous term for weapon (ܢܝ [TAD A4.8:8 [B20)]).

³² Destruction "to the ground" of sancta, and other buildings, was a familiar Biblical image (cf. Is. 21:9; Am. 3:14; Ps. 74:7).

³³ For this participle see on TAD A4.2:5 (B14). It occurred a half-dozen times in this letter (lines 9, 17, 19, 21, 29, 30).

³⁴ These five gateways, outfitted with wooden doors, probably stood in an enclosure wall; see B. Porten, *Archives from Elephantine*, 110.

³⁵ Hewn stone was used in building the Jerusalem Temple (1 Ki. 5:31; 1 Chron. 22:2). That the gateways alone were distinguished as being built of hewn stone may mean that the rest of the structure was of brick.

³⁶ The gateways were fitted with wooden doors, as was the inner sanctum and hall of Solomon's Temple (1 Ki. 6:31, 34-35).

³⁷ Reference to hinges is striking since such were not to be found in any of the Biblical building descriptions; see Prov. 26:14.

³⁸ See on TAD A6.2:10 (B11). Cedar was the dominant wood in the Jerusalem sanctuary (1 Ki. 5:22, 6:15-17, 18, 20, 36).

³⁹ The word "rest" implies that the doors, hinges and roof were all considered FITTINGS.

⁴⁰ See on TAD A6.2:5 (B11) where the word is rendered MATERIAL. Perhaps it referred here to the internal wainscoting (cf. 1 Ki. 6:15-30).

⁴¹ Such as the altar.

⁴² All flammable material was burned. Nebuchadnezzar put the Jerusalem Temple to the torch (2 Ki. 25:9).

⁴³ By singling out for special mention the spoliation of gold and silver basins — common bronze vessels were not even mentioned — the petitioners hoped to strike a responsive chord in the hearts of the Jerusalem officials. Such vessels played a prominent role in Israel's cultic history, in the desert tabernacle (Num. 7:13-85); the construction (1 Ki. 7:48-50), destruction (2 Ki. 25:15), and particularly the restoration of the Jerusalem Temple (Ez. 1:7-11, 5:14-15, 6:5; Neh. 7:69); and popular lore (Dan. 5).

⁴⁴ For this idiom see on TAD A4.5:18 (B17).

⁴⁵ I.e. during.

⁴⁶ If construction of the Jewish Temple was allowed by the native Egyptian Saite rulers before the Persian conquest of 525 BCE what right did the local Egyptian priests have to destroy it?

⁴⁷ The language of the Petition was structured to declare that the Egyptians, who connived with the Persian Vidranga, "entered" the Jewish Temple forcefully (ܘܠܠ [line 9]) whereas the Persian conqueror Cambyses "entered" Egypt peacefully, as it were (ܘܠܠ). In fact, Cambyses had conquered Egypt after a hard-fought battle at Pelusium and a siege of Memphis (Hdt. III.10-13).

found it. And the temples of the gods of Egypt, all (of them), they overthrew,⁴⁸ but anything in that Temple one did not damage.⁴⁹

Aftermath
Mourning I

¹⁵And when this had been done (to us), we with our wives and our children sackcloth were wearing⁵⁰ and fasting and praying⁵¹ to YHW the Lord of Heaven⁵²

Punishment

¹⁶who let us gloat over⁵³ that Vidranga, the cur.⁵⁴ They removed the fetter⁵⁵ from his feet⁵⁶ and all goods which he had acquired were lost. And all persons ¹⁷who sought evil for that Temple, all (of them), were killed and we gazed upon them.⁵⁷

Appeal

Moreover, before this, at the time that this ev¹¹ **VERSO 16** was done to us, a letter we sent (to) our lord,⁵⁸ and to Jehohanan⁵⁹ the High Priest and his colleagues the priests⁶⁰ who are in Jerusalem, and to Ostarēs brother¹⁹ of Anani⁶¹ and the nobles of the Jews.⁶² A⁶³ letter they did not send us.

⁴⁸ Herodotus reported that Cambyses allegedly inflicted a mortal wound on the sacred Apis bull in Memphis after suffering military setbacks in Nubia and the oasis of Ammon (III.27-29). Modern scholars, however, consider these atrocity tales either lies or gross exaggerations (see B. Porten, *Archives from Elephantine*, 19-20). Such views, however, gained currency and evolved into the desecration reported here.

⁴⁹ If the Persian conqueror sanctioned the Jewish Temple, what right did the local Persian governor have to authorize its destruction?

⁵⁰ Over a continuous period of time until their prayers were answered. There is no mention in Biblical sources of children wearing sackcloth.

⁵¹ Donning sackcloth, fasting, and praying were a threefold rite designed to lead the way from disaster, anticipated or experienced, to restoration (Jon. 3:5-9; Neh. 9:1-2).

⁵² Occurring only here in the papyri, this epithet was rare elsewhere (Dan. 5:23; Tobit 10:12).

⁵³ Aramaic מִזִּי/וֹי ב־ (here and in line 13) = Hebrew and Moabite ב־ רָאָה was a frequently used idiom, particularly in poetic passages, to express gratification for divine assistance in bringing about the downfall of an enemy (Ezek. 28:17; Mi. 7:10; Ps. 22:18, 59:11, 112:8, 118:7; Mesha 4, 7)

⁵⁴ For this difficult word (כַּלְבִּיָּא) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 510. Some would take it with the next word, translating, "The dogs removed the fetter" or "The auxiliaries (Akk. *kallāh/pu*) took away the anklet" (F.M. Fales, *JAOS* 107 [1987], 408-409).

⁵⁵ For this difficult word (כַּלְבִּיָּא) see J. Hoftijzer and K. Jongeling, *Dictionary of the North-West Semitic Inscriptions*, 485. Some would render it "anklet." An imaginative but unsupported translation yields "May the dogs tear his guts out from between his legs" (J.M. Lindenberg, *Ancient Aramaic and Hebrew Letters*, 67). Whatever the precise meaning, no doubt a pun was intended between כַּלְבִּיָּא and כַּלְבִּיָּא.

⁵⁶ Though Vidranga's goods were confiscated, his ultimate fate remains hidden behind the authors' scathing pun.

⁵⁷ Their prayers were answered. Lindenberg's attempt to see this whole section as an actual prayer founders on the past tense of the verbs; J. M. Lindenberg, *Ancient Aramaic and Hebrew Letters* (Atlanta, 1994), 67.

⁵⁸ That is, to the present addressee, Bagavahya.

⁵⁹ Known in the Bible as Johanan, he was grandson of Nehemiah's contemporary, Eliashib (Neh. 12:22).

⁶⁰ The comparable Hebrew title was "the High Priest and his brothers the priests" (Neh. 3:1).

⁶¹ If this Anani was the last Davidic descendant Biblically recorded (1 Chron. 3:24), his relative ("brother") bore a Persian name, perhaps because of his quasi-official position vis-a-vis the Persian authorities.

⁶² They played a prominent role in Judah during the time of Nehemiah (4:8, 13, 5:7, 6:17, 7:5, 13:17). The more proper title was "nobles of Judah" (Jer. 27:20; Neh. 6:17, 13:17) and was so written in the revised draft (*TAD* A4.8:18 [B20]). As Jehohanan stood over the priests, so Ostarēs or Anani stood over the nobles.

⁶³ For "one" as the indefinite article see on *TAD* B2.1:4 (B23). Here an emphatic was intended — "not a single letter did they send us."

Mourning II	Moreover, from the month of Tammuz, year 14 of Darius the king ²⁰ and un ^{til} this day, ⁶⁴ we, sackcloth are wearing and are fasting; ⁶⁵ the wives of ours as widow(s) are made; ⁶⁶ (with) oil (we) do not anoint (ourselves), ²¹ and wine do not drink. ⁶⁷
Cessation of Cult	Moreover, from that (time) and until (this) day, year 17 of Darius the king, <u>meal-offering and ince[n]se and burnt-offering⁶⁸ ²²they did not make in that Temple.</u>
Petition	Now, ⁶⁹ your servants Jedaniah and his colleagues and the Jews, ⁷⁰ all (of them) citizens of Elephantine, ⁷¹ thus sa ^y :
Threefold Request	²³ If to our lord it is good, ⁷² take thought ⁷³ of that Temple to (re)build (it) since they ⁷⁴ do not let us (re)build it. Regard ⁷⁵ ²⁴ your ²³ ob ²⁴ ligees ⁷⁶ and your friends here in Egypt. May a letter from you be sent ⁷⁷ to them about the Temple of YHW the God ²⁵ to (re)build it ⁷⁸ in Elephantine the fortress just as it had been built formerly. ⁷⁹
Threefold Blessing	And the meal-offering and the incense and the burnt-offering they ⁸⁰ will offer ²⁶ on the altar of YHW the God in your name ⁸¹ and we shall pray for you at all times

⁶⁴ Though the perpetrators of the destruction had been punished, the mourning had not ceased.

⁶⁵ Moses had abstained from eating and drinking for forty days on Mt. Sinai (Ex. 34:28) and Daniel abstained from food, drink, and anointing for three weeks (Dan. 10:3). A fast of forty-one months was probably carried out only from dawn to dusk.

⁶⁶ Was this a poetic image (cf. Lam. 5:3) or indication that husbands refrained from sexual intercourse with their wives?

⁶⁷ Abstinence from drink and anointing were part of the fasting and mourning procedure (2 Sam. 12:20, 14:2; Dan 10:3).

⁶⁸ These probably referred to the daily regular offerings, such as were made in the desert Tabernacle and designed to maintain YHWH's presence; B. Porten, *Archives from Elephantine*, 113.

⁶⁹ See on TAD A2.1:4 (B1).

⁷⁰ Not just the leadership but the whole community was writing the letter.

⁷¹ The term בעל in construct plural occurred in Hebrew, Aramaic, and Phoenician in the expression "citizens of GN," e.g. Jericho (Josh. 24:11), Shechem (Ju. 9), Gibeah (Ju. 20:5), Keilah (1 Sam 23.11), Jabesh-Gilead (2 Sam, 21:12), Arpad and Ktk (Sefire 1A4 = KAI 222), and Sidon (KAI 60:6).

⁷² See on TAD A4.5:21 (B17).

⁷³ For this term (אתעשה) see Jon. 1:6 and cf. TAD B3.6:3-4 (B39) and 3.10:2 (B43).

⁷⁴ The referent is unclear; the Egyptians or the Persians?

⁷⁵ See TAD A3.10:2 (B12).

⁷⁶ The precise nuance of this construct phrase (בעלי טבתך) eludes us. The sense assumed here is that the "owner of goodness" is the beneficiary who is obligated to the benefactor (cf. Prov. 3:27). Others would render "well-wishers; allies." As a technical term, "friend" (רֵעַ = Hebrew אֵימָת) may refer either to a peer, as Hiram to David (1 Ki. 5:15), an ally (Lam. 1:2), or to a subordinate, as Haman's cronies (Est. 5:10, 14, 6:13).

⁷⁷ The majestic passive uses the jussive as a polite substitute for the imperative.

⁷⁸ Since the governor of Judah had no authority over the satrap of Egypt, the requested letter was not an order but a strong recommendation from the Jewish center on behalf of one of its Diaspora communities.

⁷⁹ Restoration of the *status quo* figured prominently in Persian thought and deed (Ez. 5.11 [Jerusalem Temple]; TAD C2.1111.1 = Akk. Bisitun 25 [royal line]). This consideration will recur in the subsequent correspondence (TAD A4.9:8, 10 [B21], 4.10:9 [B22]).

⁸⁰ The Elephantine Jewish priests.

⁸¹ Either as your representative (see TAD B2.2:14 [B24]) or on your behalf.

— we and our wives and our children and the Jews,⁸² ²⁷all (of them) who are here. If thus they do⁸³ until that Temple be (re)built, a merit⁸⁴ you will have before YHW the God of ²⁸Heaven more than a person who will offer him burnt-offering and sacrifices⁸⁵ (whose) worth is as the worth of silver, 1 thousand talents⁸⁶ and about gold.⁸⁷

Addendum I About this ²⁹we have sent (and) informed (you).⁸⁸ ^{in our name}
 Moreover, all the(se) things⁸⁹ in a⁹⁰ letter we sent to Delaiah and Shelemiah⁹¹
 sons of Sanballat gov^{er}nor of Samaria.⁹²
 Addendum II ³⁰Moreover, about this which was done to us Arsames did not know.⁹³ ^{all of it}
 Date On the 20th of Marcheshvan, year 17 of Darius the king.⁹⁴

⁸² In addition to the sometime sacrifices offered by the priests, daily prayer would be offered by the whole community, men, women, and children. At the conclusion of his petition to the emperors Theodosius II and Valentinianus III, Bishop Appion promised to "send up the customary prayers for your eternal power for all (time)" (*P. Leid.* Z.15-16 [D19]).

⁸³ A scribal error for "you do," as corrected in the revised draft (*TAD* A4.8:26 ([B20])).

⁸⁴ The performance of a meritorious deed established the doer's merit in the eyes of deity (*Gen.* 15:6; *Deut.* 6:24-25, 24:10-13; *Ps.* 106:31; cf. *Ps.* 24:5).

⁸⁵ The *דבח* = Hebrew *זבח* was the sacrifice of well-being, divided between altar, priest, and worshipper. It was regularly paired with the burnt-offering (*עולה* = Hebrew *עולה*) in Biblical texts, particularly when referring to offerings by pagans (*Ex.* 10:25, 18:12; 2 *Ki.* 5:17).

⁸⁶ An enormous sum, the equivalent of either 3,000,000 or 3,600,000 shekels. See on *TAD* A6.2:17 (B11).

⁸⁷ These dangling words are puzzling. Perhaps "about" is a scribal error, anticipation of this word in the next sentence. The sense would then be "worth silver, 1000 talents, and gold."

⁸⁸ This may have been a formulaic ending (see *Ez.* 4:14). A nearly identical expression (*iw.y hib <?> dit 'mi*) concluded a late Ramesside letter (*P. Valençay* 1.22 [A6]).

⁸⁹ See *TAD* A4.3:6 (B15).

⁹⁰ For the indefinite article see on *TAD* B2.1:4 (B23).

⁹¹ These otherwise unknown Hebrew-named sons of Sanballat (here written Sinuballit) indicate that the official, enigmatically/derogatorily called the "Haronite," was a worshipper of YHWH.

⁹² Though he had every appearance of being the governor of Samaria (*Neh.* 2:19-20, 3:33-4:2, 6:1-9, 13:28), Nehemiah never accorded him the same title which he, himself, held. While the aged father still bore the official title, the sons acted in his name.

⁹³ As a non-conspirator out of the country, Arsames bore no responsibility for the destruction and so did not have to reverse his own decision to authorize its reconstruction.

⁹⁴ For location of the date at the end, see on *TAD* A3.3:13 (B8). It is not apparent why this renewed request was drawn up just at this time. Perhaps the perpetrators had just been punished and so the Jews emerged free of blame. The absence of an external address indicates that the letter was a draft.

B20

TAD A4.8 Cowley 31 (Sachau Plate 3)

REQUEST FOR LETTER OF RECOMMENDATION (SECOND DRAFT)

DATE: 25 November, 407 BCE
 SIZE: ca. 32 cm wide (= 20[+ ca. 12]) by 48.5 cm high
 LINES: 29 (= 26, perpendicular to the fibers on the recto, parallel to the joins; 3 on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: From Jedaniah and his colleagues the priests to Bagavahya governor of Judah
 OBJECT: Reconstruction of Temple

This revised draft was drawn up by scribe B of the first draft (writer of lines 12-30 of TAD A4.7 [B19]), written on the same day and on the same scroll. All in all, he made almost fifty stylistic corrections, only some of which are evident in translation. In addition to orthographic and similar rectifications, most of the changes aimed at greater precision and clarity. For example, the Old Persian loanword *המנייה*, "in agreement, in connivance with (Vidranga)" gave way to Aramaic "silver and goods they gave to (Vidranga [line 5]);" the ambiguous "implements" (תליהם) was replaced by the unequivocal "weapons" (זיירות [line 8]); while Vidranga's order to Naphaina specified that the "Temple in Elephantine" to be demolished was the one belonging to *YHW the God* (line 7). Since the left third of the text is missing, the number of changes may even have been greater, while some posited changes may have been otherwise. Writing on only one side of the roll and leaving generous space between the lines, the scribe had apparently intended this to be the final draft. As it happened, the last three lines did not fit on the recto and had to be written on the verso, so this remained a draft and was not the final copy.

In the translation below, additions or changes have been indicated by *italics* while omissions have been added in smaller font enclosed in squiggly parentheses {omission}.

RECTO

Internal Address ¹To [our] l[ord] Bagavahya {governor of Judah}, your servants Jedaniah *[the] pri[est] and his colleagues the priests who are in Elephantine the fortress and the Jews, all (of them).*¹

Fourfold Salutation The welfare of our lord] ²may the God of Heav[en] seek after {abundantly}² at all times, {and} favor may He g[ra]nt [you before Da]rius the king [and the princes more than now {a thousand times}, and] ³long ²[life] ³may He give you, and happy and strong may you be at all times.

Report Now, your ser[va]nt Jedaniah [and his colleagues *the priests and the Jews*³ thus say:

¹ The restoration of this first line is most problematic. It is hard to imagine that the scribe would omit Bagavahya's title, yet the spacing does not allow for its inclusion (contra Cowley). Instead we restored "[Jedaniah] [the] pri[est]." This is not unreasonable since "his colleagues" were priests; nonetheless, he himself was never specifically called "priest." Finally, the restoration of "and the Jews, all (of them)" is required by the spacing and is based upon the formula in lines 21-22.

² This word appears to have been optional in the blessing formula, sometimes omitted (TAD A3.6:1, 3.10:1 [B12], 3.11:1 [restored]; 4.1:1 [restored (B13)], 4.2:2 [B14], 5.3:1 [restored]) and sometimes added (TAD A3.5:1, 3.9:1; 4.3:2 [restored (B15)], 4.7:2 [B19]; 6.1:2 [B10]). It is not clear why the scribe decided to omit it here after having included it in the first draft.

³ This addition is required by the spacing and is based on lines 1 and 21-22.

- Plot In the month of Tammuz], ⁴year 14 of Darius the king, when Arsames had departed and gone [to] the king, [*then* the priests of Khnub the god who are in Elephantine] ⁵the fortress *silver and goods gave to*⁴ Vidranga the Chief who was here, say[ing:
 "The Temple of YHW the God which is in Elephantine the fortress] ⁶let them remove from there."
- Order ^{Afterwards} that Vidranga, the wicked, a letter sent to Na[phai]na his son, w[ho was Troop Commander in Syene the fortress, saying:
 "The Temple] ⁷of YHW the God⁵ which is in Elephantine the fortress let them demolish."
- Demolition Afterwards, *that* Naphaina led [the] Egypt[ians with the other troops. They came to the fortress of Elephantine with] ⁸their *weapons*,⁶ broke into that Temple, demolished it to the ground, and [the] pillars of s[tone which were there — they smashed them. Moreover, it happened (that the)] ⁹5 *great*⁷ gateways, built of hewn stone, which were in that Temple, [they demolished. And their standing doors, and the hinges of] ¹⁰those ⁹[doors], ¹⁰(of) bronze, and the roof of *that Temple, all (of it)* wood o[f] cedar, [which]⁸ with the r[est of the FITTINGS and other (things) which were there — all (of these) ¹¹with *the* fire they burned. But the basins of gold and silver and the (other) t[h]ings wh[ich were in that Temple — all (of these) they took (and)] ¹²made ¹¹[their own].
- Precedents ¹²And from⁹ the day(s) of the kings of Egypt our fathers had built that Temple in Elephantine [the] fo[r]tress and when Cambyses entered Egypt] ¹³that ¹²[Temple] ¹³built he found. And the temples of the god[s] of the Egyptians, [a]ll [of (them), they overthrew], but any[thing in that Temple] one [did not damage].
- Aftermath Mourning I And when this] ¹⁴had been done (to us), we with our wives and our children sackcloth were wearing, [and] ¹⁰fas[t]ing, and praying to YHW the Lord of Heaven who] ¹⁵let us gloat over that Vidranga, the cur. They removed *his*¹¹ fetters from his feet and a[ll] goods which he had acquired were lost. And *every person*¹² who] ¹⁶sought evil for that Temple, all (of them), were killed and we gazed upon them.
- Punishment
- Appeal Moreover, [before this, at the time that this evil was done] ¹⁷to us, a letter *about this*¹³ we sent. *We sent*¹⁴ to our lord, *ev[en]*¹⁵ to Jehohanan the High Priest and his colleagues the priests who are in Jerusalem], ¹⁸and to Ostanes the brother of Anani and the nobles of *Judah*.¹⁶ A let[t]er [they did not send us.

⁴ See Introduction to document.

⁵ See Introduction to document.

⁶ See Introduction to document..

⁷ An addition meant to enhance the importance of the Temple.

⁸ Adding "that Temple," reversing word order, and omitting "which," the scribe sought precision and the elimination of awkward formulation.

⁹ I.e. during the days.

¹⁰ Proper style rendered the conjunction unnecessary before the second of three items.

¹¹ "His" was added to "fetters" to associate it with "his feet."

¹² The singular verb "sought" (בעה) required restoration of "every person" rather than "all persons."

¹³ Not just a letter, but a letter describing the incident and requesting assistance.

¹⁴ This may be dittography.

¹⁵ A word with more force than the usual coordinating conjunction.

¹⁶ The "nobles of Judah" was more proper than "nobles of the Jews;" see on TAD A4.7:19 (B19).

Mourning II	Moreover, from the month of Tammuz], ¹⁹ year 14 of Darius the king and until this day we, sackcloth[are wearing and are fasting; the wives of ours as widow(s) are made]; ²⁰ (with) oil (we) do not anoint (ourselves) and wine do not drink .
Cessation of Cult	[Moreover, fr]om that t[im]e ¹⁷ and until t[his day, year 17 of Darius the king], ²¹ meal-offering, {and} ¹⁸ incense, and burnt-offering they do not make in that Temple.
Petition	Now, [your servants Jedaniah and his colleagues <i>the priests of YHW</i>] ¹⁹ ²² and the Jews, all of them citizens of Elephantine, thus say:
Threefold Request	If to our l[o]rd it is good, take [thought of that Temple to (re)build it since they do not] ²³ let us (re)build it. Regard your obligees and your friends who are here [in Egypt. May a letter from you be sent to them] ²⁴ about the Temple of YHW the God to (re)build it in Elephantine the fortress just [as it had been formerly built.
Threefold Blessing	And the meal-offering, {and} ²⁰ the incense] ²⁵ and the burnt-offering <i>we</i> shall offer on the altar of YHW the God in your name and we shall pr[ay for you at all times — we and our wives and our children] ²⁶ and the Jews, all (of them) who are here. If thus <i>you</i> do until that Temple be (re)bu[ilt, a merit you will have before YHW the God] VERSO ²⁷ of Heaven more than a person who will offer him burnt-offering and sacrifices {(whose) worth is as the} ²¹ worth {of} silver, one-thousand talents {and about gold}. ²²
Addendum I	About [this, we have sent (and) informed <i>our lord</i> . ²³ Moreover, all] ²⁸ the(se) things, (in) a letter in our name we sent to Delaiah and Shelemiah s[ons of Sanballat governor of Samaria.
Addendum II	Moreover, about this], ²⁹ all (of it) which was done to us, Arsames did not know.
Date	On the 20 th of Marcheshvan, year 14 [+3 (= 17) of Darius the king].

¹⁷ The previous draft faultily omitted this word, writing, instead, an extended form of the pronoun "that."

¹⁸ Proper style rendered the conjunction unnecessary before the second of three items.

¹⁹ Required by the spacing and restored on the basis of line 1 and TAD A4.3:1 (B15).

²⁰ See note on line 21.

²¹ Elimination of a redundancy.

²² Elimination of an anticipatory redundancy ("about") and of reference to "gold" as counterpart to the previous "silver."

²³ An addition required by spacing.

B21

TAD A4.9 Cowley 32 (Sachau Plate 4)

RECOMMENDATION FOR RECONSTRUCTION OF TEMPLE

DATE: After 407 BCE
 SIZE: 12 cm wide by 27.7 cm high
 LINES: 11, parallel to the fibers on the recto; folded from right to left
 PLACE: Elephantine
 PARTIES: From Bagavahya and Delaiah to PN
 OBJECT: Reconstruction of Temple

If a written reply to the petition was sent, as requested, it has not been found. Preserved herein is a concise and precise verbal message dictated jointly by the authorities in Jerusalem and Samaria. Written on a torn piece of papyrus by the same scribe as the second draft of the petition (TAD A4.8 [B20]), it was much amended. Its close adherence to the petition indicates an essential endorsement of Jedaniah's claim. Yet the plot by the Egyptian priests of Khnum was ignored. Only the Persians were involved — the Jews are to assert before *Arsames* that the Jewish Temple at Elephantine which existed before *Cambyses* and was destroyed in 14 *Darius* by that wicked *Vidranga* was to be restored. Jedaniah's argument from precedent carried great weight; the Temple which existed *formerly* was to be restored as *formerly* and meal-offering and incense were to be offered up as *formerly*. The endorsement was thus not without serious reservation; the requested burnt-offering was passed over in silence, implying that such offerings were limited to Jerusalem.

RECTO

Title ¹Memorandum.¹ What Bagavahya and Delaiah said
 Subject of Petition ²to me.² Memorandum. Saying, "Let it be for you³ in Egypt to say (ERASURE: bef)⁴
³(ERASURE: to me about)⁵ before *Arsames* about the Altar-house⁶ of the God of
 (ERASURE: Heav)⁷
⁴Heaven⁸ which in Elephantine the fortress built

¹ The term זכרון indicates literally an item to be remembered. It occurred frequently as a caption in lists (TAD C3.8III B:16, 28, 34, 3.13:1, 10, 24, 34, 37, 44, 46, 48, 50, 55). Most relevant to our text is the Aramaic דכרונה written on a papyrus scroll containing the authorization by Cyrus of the reconstruction of the Jerusalem Temple and restoration of its looted vessels (Ez. 6:2-5).

² This must have been the messenger who delivered the petitions (TAD A4.7-8 [B19-20]) to Bagavahya and Delaiah. It is tempting to think that this was Jedaniah himself.

³ If this "you" was the same person as the "me" at the beginning of the line, then the scribe was no doubt Jedaniah. If the parties were different, then Jedaniah wrote neither this nor the petition.

⁴ Proofing his text, the scribe realized that the words of Bagavahya and Delaiah were not being said directly to *Arsames* but were to be recited "before" him by the Jewish leaders. He thus added a whole line between line 1 and what is now line 3. Failing to write more than the first letter of the word קדם, "before," he erased it and added it in the margin at the beginning of new line 3.

⁵ The scribe's original text read "What B and D said to me about." The words "to me about" were then erased and the text continued so as to read "... said (to) *Arsames* about ..." (see previous notes).

⁶ The response avoided the Akkadian loanword מורא and employed an expression unattested in Aramaic (בית מרבחא) but found in Syriac and Mandaic; see A. Hurvitz in D.P. Wright, D.N. Freedman, and A. Hurvitz, eds., *Pomegranates and Golden Bells: Studies ... in Honor of Jacob Milgrom* (Winona Lake, 1995), 178. Solomon's Temple was called a "House of sacrifice (בית זבח)" by the Chronicler (2 Chron 7:12).

⁷ Able to get only three (שמ) of the four letters (שמא) of this word on the line, the scribe erased them and wrote the full word on the next line.

⁸ The personal name of deity (YHW) was omitted as it was in the Memorandum of Cyrus (Ez. 6:3-5).

Decision

⁵was formerly before Cambyses⁹ (and)
⁶which Vidranga, that wicked (man)¹⁰ demolished
⁷in year 14 of Darius the king:
⁸'to (re)build it on its site¹¹ as it was formerly
⁹and the meal-offering and the incense¹² they shall offer upon
¹⁰that altar just as formerly
¹¹was done.'"

⁹ Repeating the reference to Cambyses (*TAD* A4.7:13 [B19], 4.8:12 [B20]) emphasizes the Temple's legitimacy in the eyes of the Persians.

¹⁰ Repeating the derogatory epithet of the petition (*TAD* A4.7:7 [B19], 4.8:6 [B20]) emphasizes the sacrilege involved.

¹¹ This specification was included in the Memorandum of Cyrus (Ez. 5:15, 6:17) and was certainly appropriate to counter any attempt to move the Temple elsewhere, say away from the nearby shrine of Khnum. Surprisingly, the word is not to be found in the first draft of the petition (*TAD* A4.7 [B19]) nor can it readily be restored in the second (*TAD* A4.8 [B20]). Perhaps it reflects the oral discussion between the messenger and the two governors.

¹² As the prophet Malachi (1:11) said, "My name is great among the nations, and everywhere incense and (meal-offering) are presented to My name." The deliberate omission of reference to the burnt-offering, the third sacrificial component in the petition (*TAD* A4.7:21, 25 [B19], 4.8:21, 25 [B20]), apparently indicated that such was limited to the Jerusalem Temple. Less likely is the view that it was intended to pacify either the Egyptian or the Persian authorities.

B22

TAD A4.10 Cowley 33 (Sachau Plate 4)

OFFER OF PAYMENT FOR RECONSTRUCTION OF TEMPLE (DRAFT)

DATE: After 407 BCE
 SIZE: 14.3 cm wide by 24.5 cm high
 LINES: 14, parallel to the fibers on the recto, perpendicular to the join; folded from left to right
 PLACE: Elephantine
 PARTIES: From Jedaniah son of Gemariah, Mauzi son of Nathan, Shemaiah son of Haggai, Hosea son of Jathom, and Hosea son of Nattum to PN
 OBJECT: Reconstruction of Temple

The lower, left half of the text is lost and holes affect the reading of several other crucial words. As a draft, the letter omitted the *praescriptio* but listed in column form the names of the five leaders presenting the petition. Headed by Jedaniah, they were not priests or "Jews, citizens of Elephantine" (TAD A4.7:1, 22 [B19]) but "Syenians, hereditary property-holders in Elephantine" (line 6). This designation was doubtless designed to impress the recipient, identified only as "our lord," that they were indeed capable of paying the promised silver and thousand ardabs of barley if their request to rebuild the Temple were approved. In their proposal they also committed themselves not to offer animal sacrifices but only incense and meal-offering. Inference that the Temple was indeed rebuilt may be derived from the final contract in Anani's archive (see on TAD B3.12:18-19 [B45]).

RECTO

Introductory
Formula

¹Your servants¹ —

Jedaniah son of Gem[ariah]² by name,³ 1

²Mauzi son of Nathan⁴ by name, [1]

³Shemaiah son of Haggai⁵ by name, 1

⁴Hosea son of Jathom⁶ by name, 1

⁵Hosea son of Nattum⁷ by name, 1:

all (told) 5 persons, ⁶Syenians⁸ who in Elephantine the fortress are herdi[tary-

¹ The usual External Address and Salutation were omitted in this draft and the scribe began with the body of the letter which opened with the oral messenger formula, "Your servants thus say;" cf. TAD A4.7:4 (B19), 4.8:3 (B20), omitting the introductory/transitional "(And) now." Unlike the petition, the names of five leaders were given and we may assume that they stood at the head of the community.

² See on TAD A4.1:1 (B13).

³ See on TAD B2.11:4 (B33).

⁴ See on TAD B2.9:16 (B31).

⁵ Perhaps identical with Shammua son of Haggai in a list of ca. 420 BCE (TAD C4.4:5), this Shemaiah was apparently the son of the professional scribe Haggai son of Shemaiah who was active 446-400 BCE (see on TAD B2.7:19 [B29]). Both he and the following Hosea son of Jathom, the latter as Osea, appeared in a list of ca. 420 BCE (TAD A4.3:3, 5).

⁶ See on TAD A4.4:7 (B16).

⁷ See on TAD A4.4:7 (B16).

⁸ From "Jews, citizens of Elephantine" in the petition (TAD A4.7:22 [B19], A4.8:22 [B20]) the writers have now become "Syenians, hereditary property-holders in Elephantine." "Syenian" was a rare designation in the Aramaic papyri and applied to "Arameans" (TAD B5.2:2; C3.14:32). Yet the prophet Deutero-Isaiah knew that Jews were settled in the "land of the Syenians" (1QIsa^a 49:12) and the designation "Syenian" continued down through the Byzantine period (see P. London V 1723.7 [D22], 1719.5 [D25], P. Münch. 4.24 [D33], 9.11 [D39]).

herdi[tary-property-hold]ers⁹ — ⁷thus say:

Offer of Payment

If our lord¹⁰ [...] ¹¹and the Temple-of-YHW-the-God of ours be (re)built ⁹in Elephantine the fortress as former[ly] it was [bu]ilt¹² — ¹⁰and sheep, ox, and goat¹³ (as) burnt-offering¹⁴ are [n]ot made there¹⁵ ¹¹but (only) incense (and) meal-offering¹⁶ [they offer there] — ¹²and should our lord a statement¹⁷ mak[e about this, afterwards] ¹³we shall give to the house of our lord¹⁸ si[lver ... and] ¹⁴barley, a thousa[nd] ardabs.¹⁹

⁹ Offering to make substantial payments to "our lord" the leaders indicated here that they were freeholders, burghers, reliable men of means; see on *TAD* B2.3:2 (B25) and H.Z. Szubin and B. Porten, *JRAS* (1982), 8.

¹⁰ Probably Arsames himself, who was free of any taint in bringing about the destruction (*TAD* A4.7:30 [B19], 4.8:28-29 [B20]).

¹¹ The text is too damaged to restore this word with any confidence.

¹² Repeating the theme of the petition (*TAD* A4.7:24-25 [B19], 4.8:24 [B20]) and the recommendation of Bagavahya and Delaiah (*TAD* A4.9:8 [B21]), the Jews sought restoration of the *status quo*.

¹³ For this sacrificial triad, though in the order "ox, sheep, and goat," cf Lev. 7:23, 17:3, 22:27; Num. 18:17.

¹⁴ Aramaic מַקְלִי < Akk. *maqlûtu*, occurred only here and displaced the normal Aramaic עֹלָה, "burnt-offering," which was used in the petition (*TAD* A4.7:21, 25 [B19], 4.8:21, 25 [B20]).

¹⁵ The implicit exclusion of animal sacrifices in the recommendation of Bagavahya and Delaiah (see on *TAD* A4.9:9 [B21]) was here spelled out explicitly.

¹⁶ Regularly "meal-offering and incense" (*TAD* A4.7:21, 25 [B19], 4.8:21, 24 [B20], 4.9:12 [B21]; Jer. 17:26, 41:5), the traditional word pair was here reversed, as were the animals in the above triad.

¹⁷ Aramaic אַרְדָּיִס < Old Persian **avadaisa* (W. Hinz, *Altiranisches Sprachgut*, 51).

¹⁸ Payment was not to be made to the royal treasury but to the private estate of the recipient.

¹⁹ A thousands ardabs of barley would provide a month's rations for ca. 540 men according to the scale of 100 ardabs for 54 men (*TAD* C3.14:26-31).

THE MIBTAHIAH ARCHIVE (B23-33)

B23

TAD B2.1 Cowley 5 (Sayce-Cowley A)

GRANT OF A BUILT WALL

DATE: 12 September, 471 BCE
 SIZE: 27.5 cm wide by 44.2 cm high
 LINES: 20 (= 19, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Konaiah son of Zadak to Mahseiah son of Jedaniah
 OBJECT: Built Wall
 WITNESSES: 8
 SCRIBE: Pelatiah son of Ahio

Mahseiah had a run-down house plot (TAD B2.3:3 [B25], 2.4:3-5 [B26]) in the midst of well-established neighbors, who inherited their property from their fathers and passed it on to their children (the Egyptian Pefuauncit to his son Espemet [line 13; TAD B2.3:7 [B25]] and the brothers Jezaniah and Hosea from their father Uriah [TAD B2.3:6-7 [B25], 2.10:5 [B32]]). He was apparently saving it for his daughter on the occasion of her marriage, some twelve years away. Meanwhile, the house became involved in two legal transactions. The first resulted in a "document of a built wall." This contract is unique, but most of its formulae are familiar. Konaiah approached Mahseiah in the manner of a groom imploring the father of the bride or a lender, a creditor, and was given access to Mahseiah's gateway to build there a wall which would continue all along the common wall between their two properties (lines 3-4). As Mahseiah's property was unimproved, Konaiah may have needed the double wall thickness provided by the new construction to improve his own property with a roof or second story ("to place in it beams and furnish it with barrel vaults" in the language of a Byzantine papyrus [*P. Münch.* 16.32 [D21]]). The point of the document was to assert that the wall was the property of Mahseiah (lines 4-5) and neither Konaiah nor his heirs could subsequently restrain Mahseiah from himself building on that wall or deny him free access through the gateway. To do so would incur a penalty of five karsh, many times the value of the wall (lines 6-14). Eight witnesses, and not merely four, were present because the transaction was probably considered tantamount to a bequest where there was no consideration. Only three of the witnesses were Jews; the others display a mixed onomasticon (Persian, Caspian, Babylonian, and Egyptian) that illustrates the cosmopolitan nature of the Elephantine community (lines 16-19). Practically, bringing in witnesses from the non-Semitic settlers would ultimately strengthen Mahseiah's claim to a piece of property whose one problematic border was a house to be occupied by a Khwarezmian (TAD B2.2.2, 8 [B24]).

RECTO

Date ¹On the 18th of Elul, that is day 28 of Pachons, year 15 of Xerxes the king,¹

¹ Virtually every contract bore a double date, the first usually being the Babylonian date and the second the Egyptian one. Only occasionally, as here (also TAD B2.9 [B31]; 3.5 [B38], 3.6 [B39], 3.11 [B44]), do the two correspond exactly. Often the Babylonian date was one day ahead of the Egyptian one, indicating that the document was written at night. For full discussion see B. Porten in S. Shaked and A. Netzer, eds, *Irano-Judaica II* (Jerusalem, 1990), 13-32; also TAD B, pp. 185-187.

Parties	said ² ² Konaiah ³ son of Zadak, an Aramean of Syene ⁴ of the detachment of Varyazata, ⁵ ² to Mahseiah son of Jenadiah, ⁶ an Aramean of Syene ³ of the detachment of Varyazata, saying:
Building Rights	I came to you ⁷ and you gave me the gateway of the house of yours to build ^{4a} ⁸ wall there.
Investiture	That wall is yours ⁹ — (the wall) which adjoins ¹⁰ the house of mine at its corner

² Both the Aramaic and demotic contracts position the verb before the subject in this slot.

³ The tense of the verb in this theophorous name, "Yah Creates" (participle plus DN), is unusual. Verbs in names are usually in the perfect or imperfect tense.

⁴ Though Jews with property in Elephantine, both Konaiah and Mahseiah were here designated "Aramean of Syene." This was a common designation applied originally to ethnic Arameans settled on the mainland (cf., e.g., *TAD* B3.13:2 [B46]) in contrast to "Jew of Elephantine" (*TAD* B2.2:3 [B24], 2.4:2 [B26]) applied to the migrants from Judah who settled on the island. But more often than not the former designation was applied to Jews (*TAD* B2.6:2 [B28], 2.7:2-3 [B29], 2.8:3 [B30], 2.11:2 [B33]; 3.3:2 [B36], 3.9:2-3 [B42]; 4.5:2; 7.1:2, 7.2:2 [B50], simply "Aramean") and one and the same person (Mahseiah) might be called either "Aramean of Syene" (as here and in *TAD* B2.6:2 [B28], 2.7:2 [B29]), "Jew of Elephantine" (*TAD* B2.2:3 [B24], 2.4:2 [B26]), or "Jew, hereditary property holder in Elephantine" (*TAD* B2.3:2 [B25]). Often the formula was expanded to "Jew of Elephantine the fortress" (*TAD* B2.9:2 [B31]; 3.1:3 [B34], 3.6:2 [B39], '5.5:1-2' [B49]), "Jew who is in Elephantine the fortress" (*TAD* B2.2:3 [B24]) or altered to "Aramean of Elephantine the fortress" (*TAD* B 2.10:2 [B32]; 3.8:2 [B41], 3.12:3 [B45]; 4.6:2 [B51]; 6.1:2). Also found was the designation "Caspian of Elephantine the fortress" (*TAD* B3.5:4 [B38]). Women were similarly designated — "Aramean of Syene" (*TAD* B2.8:3 [B30]), "lady of Elephantine the fortress" (*TAD* B3.1:2 [B34]), and possibly "Jewess of Elephantine the fortress" (*TAD* B5.5:1-2 [B49]).

⁵ Detachment commanders were Iranian, as here, or Babylonian, never Jewish or Aramean; four such Iranian commanders were attested for the years of Mahseiah's activity: Varyazata (also *TAD* B2.6:3 [B28], 2.7:2 [B29], 2.8:3 [B30]), Artabanu and Atropharna (*TAD* B2.2:3, 9 [B24]), and Haumadata (*TAD* B2.3:2 [B25], 2.4:2 [B26]). Six and one-half years later Konaiah would be in the detachment of Atropharna (*TAD* B2.2:8-9 [B24]). See on *TAD* A4.5:1 (B17) and B. Porten, *Archives from Elephantine*, 30-31.

⁶ A scribal error for Jedaniah. Mahseiah son of Jedaniah first appeared in our documents as a witness ca. 487 (*TAD* B4.2:14 [B48]).

⁷ This expression (אנה אחיה עליך), in variant forms (אנה אחית ביתך), "I came to your house" or אחית עליך, "I came to you in your house", occurs regularly in documents of wifehood (*TAD* B2.6:3 [B28], 3.3:3 [B36], 3.8:3 [B41]; 6.1:3) and in a loan contract (*TAD* B3.13:2 [B46]). It is followed by a verb of "giving" (with the second party as subject), whether a wife, grain, or, as here, a gateway. For a possible occurrence of the verb in a fragmentary betrothal contract see *TAD* B2.5:1 (B27). The Greek equivalent (ἤκειν) occurred in the sense of entering into a legal action; see on *P. Edmonstone* 11 (D18).

⁸ Aramaic "one," written as a word (חד) or, as here, as the cipher "1," was often used for the indefinite article (*TAD* A2.1:6 [B1], 2.2:12 [B2], 2.4:8 [B4]; 3.3:11 [B8], 3.5:5, 3.10:2 [B12]; 4.3:13 [B15], 4.5:5-6, 17 [B17], 4.7:19, 29 [B19], 4.8:18, 28 [B20]; B2.3:3, 23 [B25], 2.4:3 [B26]; 3.7:3 [B40], 3.11:2 [B44]; C1.1:38, 61; 2.1:52).

⁹ Aramaic חזקתך was one of the two standard expressions recurring in the Investiture clause (*TAD* B2.3:19 [B25], 2.10:8 [B32]; 3.5:4 [B38], 3.10:11 [B43]) and repeated in the Reaffirmation (of Investiture) clause (line 11; *TAD* B2.2:15 [B24], 2.10:16 [B32], 2.11:12 [B33]); 3.5:16 [B38], 3.12:30 [B45]; 5.1:7 [B47]). The other was חזקתי, "empowered, have right to" (see on *TAD* B2.3:9 [B25]). The former formula would bestow full title while the latter might only convey right of possession; for further discussion see B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture* (Philadelphia, 1987), 185-86. Once they were juxtaposed in the same clause but only the חזקתי term recurred in the Reaffirmation clause (*TAD* B3.10:11, 20-21 [B43]); once each appeared in part of a double Investiture clause in the same document (*TAD* B2.3:8, 19 [B25]); and once they were distributed between the Investiture and Reaffirmation clauses (*TAD* B2.11:6, 12 [B33]).

¹⁰ On the mound at Elephantine it is possible to discern house walls built one against the other.

which is above.¹¹ ⁵That wall shall adjoin the side of my house from the ground upwards, from the corner of my house which is above to the house of Zechariah.¹²

Restraint Waiver I ⁶Tomorrow or the next day,¹³ I shall not be able¹⁴ to restrain¹⁵ you from building upon that wall of yours.

Penalty I ⁷If I restrain you, I shall give you silver, 5 karsh¹⁶ by the stone(-weight)s of the king,¹⁷ pure silver,¹⁸

¹¹ Aramaic לעליה, meaning either south, i.e. the direction of Upper Egypt, or more likely north. The directional terms "above" and "below" occur regularly in our documents to indicate, respectively "north" and "south;" see on TAD B2.2:10 (B24).

¹² Line 5 was a subsequent supralinear addition to explicate and elaborate on the location of the wall, which ran all along the western side of Mahseiah's house until it reached the house of Zechariah, who was son of Nathan (see TAD B2.3:7 [B25]) and father of Hazzul, heir to the house (TAD B2.10:5 [B32]). As neighbor, he would later witness bequest of the house to Mahseiah's daughter (TAD B2.3:29 [B25]) with rights of usufruct to her husband, Jezaniah (TAD B2.4:17 [B26]).

¹³ This was a frequent formula in the Waiver clauses in conveyances (TAD B2.3:18, 20, 26 [B25], 2.4:8, 13 [B26]; 5.1:4 [B47]) and appeared regularly in the Death and Repudiation clauses in the wifhood documents (TAD B2.6:17, 20, 22, 26 [B28]; 3.3:7, 9, 10, 12, 13 [B36], 3.8:21 [B41]) with the meaning "any time in the future;" for detailed discussion and references see J.A. Fitzmyer in H. Goedicke, *Near Eastern Studies in Honour of William Foxwell Albright* (Baltimore, 1971), 159.

¹⁴ The verbs כהל (line 11; TAD B2.2:12 [B24], 2.3:15 [B25], 2.8:7 [B30], 2.9:10-11 [B31], 2.10:9-10 [B32], 2.11:7 [B33]; 3.2:4 [B35], 3.3:13 [B36], 3.4:13, 17 [B37], 3.5:12-13 [B38], 3.7:14-15 [B40], 3.8:36-37, 39, 41 [B41], 3.9:4, 6 [B42], 3.10:18, 21 [B43], 3.11:9, 12 [B44], 3.12:25-27 [B45]; 5.5:4-5, 8 [B49]; 6.4:5-6) and the less frequent יכל (TAD B2.6:31, 35 [B28], 2.7:8, 11 [B29]; 3.1:11-12, 18 [B34], 3.4:12 [B37], 3.11:15 [B44]; 4.1:1, 3; 5.1:5 [B47], 5.4:2-4) bear the legal connotation of "entitled to" and their negative formulation regularly introduces the Waiver clause. Hebrew יכל often bore the same judicial meaning (Ex. 32:20; Deut. 12:17, 16:5, 17:15, 21:16, 22:3, 19, 29, 24:4).

¹⁵ This act is mentioned only here. Was it by physical force or legal action?

¹⁶ Penalties in the contracts were multiples of five, with most penalties being ten karsh: five (TAD B2.8:10 [B30]; 3.2:8 [B35], 3.3:14sl [B36], 3.5:15 [B38]; 5.1:7 [B47]); ten (TAD B2.3:14, 21 [B25], 2.4:15 [B26], 2.7:11 [B29], 2.9:15 [B31], 2.10:15 [B32], 2.11:10-11 [B33]; 3.5:21 [B38], 3.7:17 [B40]); twenty (TAD B2.2:14 [B24], 2.6:30-31, 34, 36 [B28]; 3.4:15, 18 [B37], 3.5:16 [B38], 3.8:31-32 [B41], 3.12:30 [B45]); thirty (TAD B3.10:20 [B43], 3.11:10 [B44]); and fifty (TAD B3.6:8, 15 [B39]). A loan contract lay down a one karsh penalty (TAD B3.13:6 [B46]) and a quitclaim a two karsh penalty (TAD B5.5:6 [B49]). Usually they were many times the value of the object and were meant to be prohibitive. Penalties in our demotic contracts were likewise multiples of five: five (P. Wien D10150.5 [C28], P. Berlin 13535+23677.10 [C32]); twenty (P. Wien D 10151.4 [C29]). Neo-Assyrian contracts automatically established the penalty at "tenfold." Penalties in the Byzantine documents were either double the value of the object (P. Lond. V 1724. 62 [D32]; P. Münch. 4.35 [D34], 11.58 [D45], 12.45 [D46]) or else multiples of three *solidi*, without clear relationship to the value of the object: three (P. Lond. V 1728.19 [D39]), six (P. Lond. V 1729.34 [D37]; P. Münch. 13 [D47]), twelve (P. Münch. 7.71 [D36]; P. Lond. V 1727.53 [D38]; P. Münch. 14.76, 91 [D48]), and eighteen (P. Münch. 8.32 [D23]).

¹⁷ Silver was weighed, not paid out in coin. In a single, early document (ca. 487 BCE), the standard was "the stones of Ptaḥ" (TAD B4.2:2 [B48]), comparable to the "treasury of Ptaḥ" in demotic documents beginning in the Persian period (P. Wien D 10150.5 [C28], P. Wien D 10151.4 [C29]). All other Aramaic documents weighed silver according to the "stones of the king" whereas the "weight of Syene" was employed in the Byzantine Greek documents (P. Münch. 1.53 [D29], et al.). See B. Porten, *Archives from Elephantine*, 62-69, though correcting the date of Cowley 11 according to TAD B4.2.

¹⁸ Aside from this one early occurrence, reference to pure silver (כסף צרף) in the monetary notations occurred only at the end of the century, and always in the contracts of Haggai son of Shemaiah (TAD 3.6:15 [B39], 3.10:20 [B43], 3.11:11 [B44], 3.12:30 [B45]; also B2.11:11 [B33], 3.13:6 [B46]). For the usual expression see on TAD B2.2:15 (B24).

Reaffirmation I	and that wall ⁸ is likewise ¹⁹ (yours). ²⁰
Restraint Waiver II	And if Konaiah die ²¹ tomorrow or the next day, son or daughter, brother or sister, ²² ⁹ near or far, ²³ member of a detachment or town ²⁴ ⁸ shall not be able ⁹ to restrain Mahseh ²⁵ or a son of his from building upon ¹⁰ that wall of his.
Penalty II	Whoever ²⁶ shall restrain (one) of them shall give him the silver which is written above ²⁷
Reaffirmation II	and the wall ¹¹ is yours likewise and you have right to ²⁸ build upon it upwards.
Restraint Waiver III	And I, Konaiah, shall not be able ¹² to say ²⁹ to Mahseh, ³⁰ saying: “(ERASURE: Not) That gateway is not yours and you shall not go out into

¹⁹ The word $\text{מִכְּ$ was the main component in the Reaffirmation clause (*TAD* B2.2:15 [B24], 2.3:15, 22 [B25], 2.9:15 [B31], 2.10:16 [B32]; 3.5:16, 22 [B38], 3.9:8 [B42], 3.13:22 [B46]; 5.5:6 [B49]; see also 3.13:2 [B46]) and alternated with the less frequent מִן (*TAD* B2.7:11 [B29]; 3.4:16, 19 [B37], 3.10:21 [B43], 3.11:11, 14 [B44]). Its nuance may be grasped from two non-legal passages in the papyri — “PN of the detachment of so-and-so to PN of that detachment מִכְּ ” (*TAD* B3.13:2 [B46]) and “If you find silver, come down immediately and if you do not find מִכְּ come down immediately” (*TAD* A3.8:7-8 [B9]). In the first passage it has the sense of “also, likewise;” in the second, of “still, nevertheless.” Though the precise translation in the legal context eludes us, the thrust of the term is that despite the penalty the claimant would fail in his goal and the challenged property would remain in the possession of the alienee and new owner. A similar clause occurred in the demotic contracts where the operative word was נ , here translated “still” (*P. Wien* D10151.4 (C29)). See discussion of A. Skaist in M. Sokoloff, ed., *Arameans, Aramaic and the Aramaic Literary Tradition* (Ramat-Gan, 1983), 31-34. The Greek Byzantine contracts had a similar clause, though lacking a single technical term as in the Aramaic and demotic contracts.

²⁰ The scribe omitted the word וְיִלֵךְ in error, probably because of its similarity to the preceding וְיִלֵךְ .

²¹ This specification was found only here in the contracts but it applied generally — heirs would sue only after the death of the alienor; see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 51-52, also for the following notes. With apparent aversion to a direct statement of death (“And if I, Konaiah, die”) the scribe switched to the third person; see further on *TAD* B3.5:18 (B38).

²² The order of persons in the Waiver clauses usually adhered to a descending order of inheritance.

²³ This was a locus designation referring to the relatives and occurred in documents between 495 and 420 (*TAD* B2.2:13 [B24], 2.7:10 [B29], 2.9:10 [truncated {B31}]; 3.2:9 [B35], 3.6:5 [B39]; 5.1:5-6 [B47]); see also next note.

²⁴ This was a status designation referring to the relatives and occurred between 471 and 420, though less frequently than the preceding phrase (*TAD* B2.7:10 [B29], 2.9:10 [truncated {B31}]; 6.3:7). In this and other early documents between 495 and 440 the potential litigants covered in the warranty clauses were limited to blood relatives (*TAD* B2.2 [B24], 2.8 [B30]; 3.2 [B35]; 5.1 [B47]).

²⁵ Mention of Konaiah by name at the beginning of the sentence lead to the corresponding reference to Mahsehiah, here and below in lines 12 and 20 abbreviated by omitting the theophorous element at the end.

²⁶ I.e. whichever one of the heirs mentioned in the preceding clause.

²⁷ This was a standard expression referring to previously mentioned fines (line 13; *TAD* B2.5:1 [B27]; 3.13:7 [B46]), boundaries (*TAD* B2.10:8 [B32]; 3.4:17-18 [B37], 3.11:11, 15 [B44], 3.12:29 [B45]), or other items (*TAD* A4.6:15 [B18]; B3.1:8 [B34], 3.13:5, 8-12 [B41]; 4.3:20, 4.4:11; 5.5:10 [B49]). Often the word “above” was omitted (*TAD* A4.6:15 [B18]; B3.5:12 [B38], 3.8:23, 28 [B41], 3.10:12, 16, [B43], 3.11:15 [B44], 3.12:22 [B45]; 6.4:7). Some scribes preferred the expression “written in this document,” referring to silver (*TAD* B5.5:4-5 [B49]), goods and silver (*TAD* B3.1:8 [B34]; 4.3:9-10, 4.4:9-11; 6.4:7), boundaries (*TAD* B3.11:7 [B44]), boundaries, measurements, and stipulations (*TAD* B3.10:16 [B43]).

²⁸ The expression לִי שְׂלִיט was one of empowerment or entitlement to specific rights; see on *TAD* B2.3:9 (B25).

²⁹ This self-denial (“I shall not be able to say”) was a frequent mode of expression in the contracts (*TAD* B2.6:31 [B28]; 3.1:11 [B34], 3.11:9 [B44]; 4.1:2; 5.4:3).

³⁰ It was common practice to add the name of either party to first and second person affirmations (*TAD* B2.3:18 [B25], 2.4:5 [B26], 2.8:9, 18 [B30], 2.9:9 [B31], 2.10:8-9, 12 [B32], 2.11:3, 6, 8-9 [B33]; 3.1:8, 16 [B34], 3.3:13 [B36], 3.4:10-11 [B37], 3.5:4-5, 12-13, 15, 17 [B38], 3.7:2-3, 8, 12, 14-15 [B40], 3.9:4 [B42], 3.10:5, 8, 12, 16 [B43], 3.11:7-9, 16 [B44], 3.12:3, 22, 24 [B45], 3.13:3, 6-7, 10

	the street which is ¹³ between us and between the house of Peftuauneit the boatman." ³¹
Penalty III	If I restrain you, I shall give you the silver which is written above
Reaffirmation III	¹⁴ and you have right to open that gateway and to go out into the street which is between us (and Peftuauneit).
Scribe ³²	¹⁵ Wrote Pelatiah son of Ahio ³³ this document at the instruction of ³⁴ Konaiah.
Witnesses	The witnesses herein: ³⁵ ¹⁶ (2 nd hand) witness Mahsah son of Isaiah; ³⁶ ¹⁷ (3 rd hand) witness Shatibarzana son of ʾrly; ³⁷

[B46]; 4.5:4, 4.6:5, 10-11 [B50], 4.7:3; 5.5:3, 6, 9 [B49]; 7.2:7 [B50]). If the name were also added to the second part of the sentence, proper form would have required the addition of the conjunctive personal pronoun, thus "And I, Konaiah ... to you, Mahsah" (see on TAD B3.5:5-6 [B38]). But as here, the scribe usually omitted the pronoun (TAD B2.8:9-10 [B30]; 3.10:5-6, 8 [B43]).

³¹ He was a special cataract boatman, a job followed by his son (see TAD B2.2:10-11 [B24]). The uncommon name ("His Breath is in the Hands of Neith") was borne by the scribe-translator of the earliest demotic letter in our collection, a letter that was a literal translation of Aramaic into demotic (*P. Berlin* 13540:9 [C1]).

³² Most Jewish scribes omitted the site of composition (TAD B2.6:15 [Nathan [B28]], 2.7:16-17 [Nathan [B29]], 2.9:16 [Mauziah [B31]], 2.10:17 [Mauziah [B32]]; 3.1:20-21 [Nathan [B34]], 3.2:10 [Bunni [B35]], 3.3:14 [Nathan [B36]], 3.4:23sl [Haggai [B37]], 3.5:22 [Mauziah [B38]], 3.8:42-43 [Mauziah [B41]]; 4.2:16 [Gemariah [B48]], 4.3:21 [Hosea], 4.4:18 [Hosea], 4.6:18 [Haggai [B51]]; 5.5:11 [PN [B49]]; 6.4:8-9 [Mauziah]). The only ones to include it regularly, but not consistently, were Haggai son of Shemaiah (TAD B3.6:15-16 [B39], 3.10:22-23 [B43], 3.11:17 [B44], 3.12:32 [B45]) and the Aramean scribes who drew up their documents in Syene (see on TAD B2.2:17 [B24]). Mauziah once recorded it when he wrote a document in Syene (TAD B7.1:8-9).

³³ This was the only document written by Pelatiah. The professional script, however, suggests that he came from a scribal family and was the brother of the scribe (TAD B4.2:1, 16 [B48]) and witness (TAD B2.2:18 [B24]) Gemariah son of Ahio and the father of the witness Ahio son of Pelatiah (TAD B3.1:22 [B34]; 456 BCE). Both Aramaic and demotic contracts position the verb before the subject in this slot.

³⁴ Aramaic כַּפּוּס = Hebrew כָּפַי, lit., "according to the mouth of," is not the term for dictation, which, on the basis of Hebrew analogy (cf. Jer. 36:4, 17-18, 32), would be מִפִּי. Konaiah did not "dictate" the text to Pelatiah since he was presumably not familiar with all the technical terminology, but he did "instruct" him in what he wanted to say. Two early documents have the term מִפִּי, "upon the instruction of" (TAD B4.2:16 [B48], 4.4:18).

³⁵ Aramaic בְּיָד, lit. "within," is the standard expression in almost every witness formula and has been taken to mean that the witness signed on the "inside" (recto) of the document and not on the "outside" (verso), as they did in the demotic documents (*P. Berlin* 13614.4-10 [C27]; *P. Wien* D 10150.8-15 [C28], D 10151.9-24 [C29]; *P. Berlin* i3554.13-28 [C31], 13593.10-25 [C33]; B. Porten, *Archives from Elephantine*, 198. The witnesses here signed in orderly fashion, two on each line. In three documents, Mahseiah called in several non-Jewish witnesses (lines 16-19; TAD B2.2:19-21 [B24], 2.3:18-19 [B25]). The number of witnesses was usually a multiple of four (TAD B2.6 [B28], 2.8 [B30], 2.9 [B31], 2.11 [B33]; 3.1 [B34], 3.4 [B37], 3.5 [B38], 3.6 [B39], 3.12 [B45], 3.13 [B46]; 4.2 [B48], 4.6 [B51]; 5.5 [B49]; 6.4), with eight witnesses present at deeds of withdrawal from realty (TAD B2.2 [B24], 2.10 [B32]; 3.2 [B35]), at certain bequests (TAD B3.10 [B43], 3.11 [B44]), and at a deed of adoption (TAD B3.9 [B42]). Extraordinarily, there would be twelve witnesses (TAD B2.3 [B25], 2.4 [B26]). For a possible pattern based on a multiple of three see on TAD B2.7:17 [B29]. In the earliest intact Byzantine document in our collection the alienor stated at the beginning of the contract that he was providing the witnesses (*P. Lond.* V 1722.5-6 [D22]).

³⁶ He witnessed two more documents for Mahseiah in 459 (TAD B2.3:33 [B25], 2.4:21 [B26]) and had one (now fragmentary) drawn up himself (TAD B5.3:6).

³⁷ A different son of ʾrly appeared as witness to another contract of Mahseiah and was there designated "Caspian" (TAD B2.7:18 [B29]) as was a third son, ʾHyh/Hyrw (TAD B3.4:23 [B37]).

- (3rd hand) witness Shatibarzana son of *ṯrly*;³⁸
 17(4th hand) witness Shemaiah son of Hosea;³⁹
 (5th hand) witness Phrathanjana son of Artakarana;⁴⁰
 (6th hand)¹⁸witness Bagadata son of Nabukudurri;⁴¹
 (7th hand) *Ynbwly* son of Darga;⁴²
 (8th hand)¹⁹witness Baniteresh son of Waḥpre;⁴³
 (9th hand) witness Shillem son of Hoshaiāh.⁴⁴

Endorsement

²⁰Document⁴⁵ (*sealing*) of the wall which is built⁴⁶ which Konaiah wrote for Mahsah.

³⁸ A different son of *ṯrly* appeared as witness to another contract of Mahseiah and was there designated "Caspian" (*TAD* B2.7:18 [B29]) as was a third son, *Hyḥ/Hyrw* (*TAD* B3.4:23 [B37]).

³⁹ Appeared only here.

⁴⁰ Both names are Iranian.

⁴¹ Iranian son of Babylonian.

⁴² He was the only one not to preface his name with the word "witness." A *Ynbwly* son of Misday(a) was called "Caspian." His abandoned house, sold by his neighbor Shatibara's son-in-law Bagazushta to Ananiah son of Azariah, lay on the other side of the Jewish Temple (*TAD* B3.4:9-10 [B37], 3.12:4 [B45]). In the next document a neighbor of Mahseiah, Dargamana son of Khvarshaina, a Khwarezmian, withdrew his claim to Mahseiah's property (*TAD* B2.2:2 [B24]). One of the witnesses to a third document of Mahseiah was Barbari son of Dargi(ya), a Caspian (*TAD* B2.7:19 [B29]).

⁴³ The praenomen is Akkadian and the patronym is Egyptian. For the epithet Banit see on *TAD* A2.1:8 (B1).

⁴⁴ Appeared only here.

⁴⁵ A space was left after the word "document" to allow for the cord and bulla sealing the document; see E.G. Kraeling, *The Brooklyn Museum Aramaic Papyri* (New Haven, 1953), Plate XXI.

⁴⁶ The endorsement usually contained a single noun which described the object conveyed, e.g. "house" (*TAD* B2.3:35-36 [B25], 2.7:21 [B29]; 3.5:25 [B38], 3.11:21 [B44]), or action undertaken, e.g. "withdrawal" (*TAD* B2.2:22 [B24], 2.8:14 [B30], 2.9:19 [B31], 2.10:20 [B32]; 3.6:18 [B39]). Occasionally it included an additional word or phrase (*TAD* B2.10:20 [B32], 2.11:17 [B33]; 3.1:23 [B34], 3.4:25 [B37];) or a title (*TAD* B3.4:25 [B37], 3.10:27 [B43]). Once it omitted the name of the party to whom the house was sold (*TAD* B3.12:35 [B45]). The operative verb was usually "wrote" but deeds of sale had "sold" (*TAD* 3.4:25 [B37], 3.12:35 [B45]). Loan contracts had "silver of the debt" (*TAD* B3.1:23 [B34]) or "grain" (*TAD* B3.13:15 [B46]).

B24

TAD B2.2 Cowley 6 (Sayce-Cowley B)

WITHDRAWAL FROM LAND

DATE: 2 January, 464 BCE
 SIZE: 28.5 cm wide by 50 cm high
 LINES: 22 (= 21, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Dargamana son of Khvarshaina to Mahseiah son of Jedaniah
 OBJECT: Land
 WITNESSES: 8
 SCRIBE: Itu son of Abah

In the year of King Xerxes' death, the Khwarezmian Dargamana showed up on Mahseiah's eastern border, six and one-half years after Mahseiah had allowed Konaiah to add a wall to the structure (TAD B2.1 [B23]), and complained that Mahseiah took his property. It was in evident disrepair and apparently neither party could produce a document of title. The court, headed by the Persian Damidata, settled the dispute by imposing an oath on Mahseiah, who with his wife and son swore by YHW, perhaps in the Elephantine Jewish Temple, that the plot did not belong to Dargamana (lines 4-7). The claimant was satisfied by the oath (lines 11-12) and drew up the present document of withdrawal, imposing a stiff twenty karsh penalty should he or any child or sibling in his name dispute the decision (lines 12-16). The scribe was Aramean, known only here, and so the document was drawn up in Syene. Only five of the eight witnesses were Jews; the others were Babylonian and Persian (lines 19, 21).

RECTO

Date ¹On the 18th of Kislev, that is d[ay 13¹+]4 (= 17) of Thoth, year 21 (of Xerxes the king),² the beginning of the reign when ²Artaxerxes the king sat on his throne,³
 Parties said Dargamana son of Khvarshaina, a Khwarezmian⁴ whose place ³is made⁵ in Elephantine the fortress of the detachment of Artabanu, ³to Mahseiah son of Jedaniah, a Jew who is in the fortress of Elephantine⁶ ⁴of the detachment of Varyazata,⁷ saying:

¹ The gap allows the restoration of the cipher for "10" and three unit strokes. In 21 Xerxes, 17 Thoth = January 2 while 18 Kislev = January 3. Since the Babylonian day began at sunset while the Egyptian day began at sunrise, the one-day advance of the Babylonian date indicates that the document was written at night. See B. Porten in S. Shaked and A. Netzer, *Irano-Judaica II*, 21.

² Reported cuneiform evidence for the death of Xerxes points to August 4-8, 465; see R.A. Parker and W.H. Dubberstein, *Babylonian Chronology* (Providence, 1956), 17, also for next note.

³ The earliest dated Akkadian tablet for Artaxerxes I was sometime after June 11, 464 (see previous note). The Babylonians, and after them the Persians, followed a post-dating system whereby the first regnal year was counted from 1 Nisan following the accession.

⁴ Dargamana is the only person in our documents with this ethnicon. The name is Iranian and appears abbreviated as Darga (TAD B2.1:18 [B23]) and Dargi(ya), father of Barbari, a Caspian (TAD B2.7:19 [B29]).

⁵ I.e. whose station was fixed. This and similar designations ("of the place [...] [TAD B2.7:19 [B29]]) were attached only to soldiers of distant origin, such as Bactrians (Barznavara son of Artabazana [P. Leiden inv. F 1976/11.4:2 {403} = J. Hoftijzer, *OMRO* 68 {1988}, 45-48]), Caspians (Barbari son of Dargi(ya)), and Khwarezmians. Why they alone is not clear. One suggestion (A.D.H. Bivar) is that they were recently assigned to the garrison after Xerxes' unsuccessful Greek campaign. But the Bactrian is still so designated at the end of the century.

⁶ The formulation here was unique. For the usual formulation see note on TAD B2.1:2 (B23).

⁷ The same detachment to which Mahseiah belonged in 471 (TAD B2.1:3 [B23]).

Complaint You swore to me by YHW the God in Elephantine the fortress,⁸ you and your wife⁵ and your son,⁹ all (told) 3,¹⁰ about the land¹¹ of mine on account of which¹² I complained¹³ against you before ⁶Damidata¹⁴ and his colleagues¹⁵ the judges, and they imposed upon you for me the oath¹⁶ to swear¹⁷ by YHW on account of ⁷that ⁶land, ⁷that it was not land of Dargamana, mine, behold I.¹⁸

Oath I

⁸ The locus might refer either to the deity or to Mahseiah but the numerous references to the title of Anani son of Azariah argue for assigning it to deity, i.e. "YHW the God who is in Elephantine" (see on TAD B3.2:2 [B35]).

⁹ Did wife and son swear as oath supporters or as parties with rights to the property?

¹⁰ It was standard practice in Aramaic documents, whenever mentioning more than one person, to total up the number with the word כל, "all (told)." Thus, "all (told) 2" (TAD B2.9:2, 3, 16, 19, 20 [B31], 2.10:8, 21 [B32], 2.11:2 [B33]; 3.4:10, 3 [B37], 3.12:3, 11, 33 [B45]; 4.3:2). In letters there appeared "all (told) two" (TAD A6.2:8 [B11]), "all (told) three" (TAD A6.9:4), "all (told) 5 men" (TAD A4.10:5), "all (told) 8 men" (TAD A6.3:5), "all (told) [10] men" (TAD A6.15:2), "all (told) 13 men" (TAD A6.7:5), and possibly in abbreviated form "a(lI told) 7" (TAD A3.8:9 [B9]).

¹¹ This was the same property on which Mahseiah six years earlier gave Konaiah building rights for a wall. There it was called "house" (TAD B2.1:3-5 [B23]). It was evidently a plot with a run-down house on it; see on TAD B2.4:5 (B26).

¹² The compound preposition על דבר, lit., "in the matter of" is used regularly in judicial contexts to designate an item in dispute, e.g. land, as here (also lines 6, 8, 16), a room given in bequest (TAD B3.5:13 [B38]), a slave (TAD B2.11:8, 10, 11 [B33]; 5.6:6), and fish (TAD B7.1:3). The preposition went with either the verb "complain," as here or "sue" (TAD B2.11:8, 10 [B33]; 3.5:13 [B38]).

¹³ Aramaic קבל was the standard word for registering a complaint before "prefect, lord or judge" (TAD B2.3:13 [B25]; 3.1:12, 18 [B34], 3.2:5-6 [B35], 3.10:19-20 [B43], 3.11:12 [B44], 3.12:28 [B45]; 5.4:2) in a judicial matter, or a complaint in a criminal case (TAD B7.2:4 [B50]). The same term applied to registering complaints with the satrap or other government officials in matters of salary, property, and administration (TAD A2.2:10 [B2]; 3.3:3-4 [B8]; 4.2:3 [B14], 6.3:1, 6.14:1). The complaint itself was called קבלה (TAD A6.8:3) or קבילה (TAD A6.15:5, 11). On the model of a complaint in a loan contract ("You took from me a security" [TAD B3.1:13 [B34]]) we may suppose that Dargamana's complaint was "You took from me my land." The complaint was basically different from "suit or process" but occasionally the scribe seemed to blend the two (see TAD B3.2:4-6 [B35] where waiver of "suit or process" is followed by penalty for complaint). Moreover, the verb "complain" could take either the compound preposition "on account of," as here, or "in the name of" (TAD B3.2:5 [B35], 3.12:8 [B45]).

¹⁴ For the judges see on TAD A4.5:9 (B17).

¹⁵ The Akkadian loanword *kinattu* > Aram. כננת*, designates "colleague(s)" who accompanied officials at all levels, among the Jews (TAD A4.1:1, 10 [B13], 4.7:1, 4, 18, 22 [B12]) as well as among the Persians (TAD A6.1:1, 5-7 [B10], 6.2:8 [B11]; B8.5:16; cf. also A5.4:2). In a non-official context the term may be rendered "companion" to describe, e.g., fellow slaves in an enumeration (TAD A6.3:7, 6.7:7). See further on TAD A4.1:1 (B13) and B. Porten, *Archives from Elephantine*, 46-49.

¹⁶ Aramaic מנאח is the definite form of the noun מנחה/מנאח (TAD B2.3:4, 24 [B25], 2.8:4, 9 [B30]; 7.1:4, 5 [where restore מנאח], 7.3:1; 8.9:5).

¹⁷ Since Mahseiah held possession of a piece of disputed, perhaps abandoned, property for which he could not produce any documentary evidence supporting title, the Persian judges decided that he should support his claim by judicial oath taken in the name of his deity. On other occasions, Mibtahiah swore by the Egyptian goddess Sati (TAD B2.8:4-6 [B30]) and one Menahem swore by AnathYHW and perhaps by Herem (TAD B7.3:1-3 [B52]). Judicial oaths played a major role in the settlement of disputes among the Byzantine Christians (*P. Münch.* 1.24-27 [D29], 6.7-8, 24, 56, 81 [D35]). They even swore after a settlement not to renew the claim (*P. Münch.* 1.44-47 [D29], 7.63-65 [D36]).

¹⁸ Dargamana had claimed ownership, title and all (see H.Z. Szubin and B. Porten, *JNES* 42 [1983], 282-83). The oath did not state that the land belonged to Mahseiah but merely denied the claim of Dargamana. Double emphasis of a name in a claim or in an affirmation of possession, as here and again in line 8 (with "I" added supralinearly), was not unusual, though the word order and the addition of the interjection "behold" are unique; cf. such expressions as "yours, you, Jedaniah and Mahseiah ... in my name, I, Jedaniah" (TAD B2.10:8, 12 [B32]), "to you ... you, Jedaniah. ... to me ... I, Mahseiah" (TAD B2.11:3, 5 [B33]), "the portion of mine, I, Anani. ... "my other portion, I, Anani" (TAD B3.5:9, 19 [B38]).

Boundaries¹⁹ Moreover,²⁰ behold the boundaries²¹ of that land ⁸which you swore to me on account of it:²²

my house, Dargamana²³ is to the east²⁴ of it;
and the house of Konaiah son of Zadak, ⁹a Jew of the detachment of Atropharna,²⁵ is to the west²⁶ of it;
and the house of [Jeza]niah son of Uriah,²⁷ ¹⁰a Jew of the detachment of Varyazata, is below²⁸ it;
and the house of Espemet son of Pef̄tuauneit,²⁹ ¹¹a boatman of the rough waters,³⁰ is above it.

Oath II You swore to me by YHW

¹⁹ There was no fixed order of the compass for the boundary description. It ordinarily began with the adjoining property of a party to the transaction or of one related to or associated with that party — Hosea, brother of house-owner (*TAD* B2.10:5 [B32]), Shatibara, father of one of sellers (*TAD* B3.4:7-8 [B37]), Anani, donor (*TAD* B3.5:9 [B38], 3.6:6 [B39]), Jehoishma, wife of buyer (*TAD* B3.12:17 [B45]). Twice a significant structural change in an adjacent property gave it precedence in the sequence (*TAD* B3.10:8-9 [B43], 3.11:4 [B44]), once even determining the order of the second boundary (*TAD* B3.10:8-9 [B43]).

²⁰ Only once more was the word מָא used to introduce the boundary formula; see next note.

²¹ Twice more in the boundary formula the interjection מָא was used without any following demonstrative pronoun — “And behold the boundaries of the house” (*TAD* B3.10:8 [B43]); “Behold its boundaries” (*TAD* B2.10:4 [B32]). Strikingly, the demonstrative appeared in both singular and plural — “These are the boundaries” (*TAD* B3.7:5 [B40]), “Moreover, behold these are the boundaries” (*TAD* B2.7:13 [B29]), “And behold these are the boundaries” (*TAD* B3.4:7 [B37]), “And behold this is the boundaries” (*TAD* B3.5:8 [B38], 3.12:9 [B45]), “(And) this is its boundaries” (*TAD* B3.11.3 [B44], 3.12:17 [B45]). Only once was there no introduction, simply “Its boundaries” (*TAD* B2.3:5 [B25]).

²² The Boundaries caption was often the opportunity for the scribe to repeat the operative verb(s) of the transaction — “which you swore” (here), “which I gave” (*TAD* B3.5:8 [B38], 3.10:8 [B43]), “which we sold” (*TAD* B3.4:7 [B37]), “which we sold and gave” (*TAD* B3.12:9, 17 [B45]).

²³ See on line 7.

²⁴ Aramaic מִצְעַ שְׁמֶשׁ , lit., “going out of the sun” was the regular term for “east,” usually written מִצְעַ שְׁמֶשׁ (*TAD* B2.10:6 [B32]; 3.4:9 [B37], 3.5:10 [B38], 3.10:3, 8 [B43], 3.11:3 [B44], 3.12:9, 15, 17 [B45]) but in one document written מִצְעַ שְׁמֶשׁ (*TAD* B2.3:4, 6 [Aramean scribe] [B25]). Occasionally the word שְׁמֶשׁ , “sun” was omitted (2.7:14 [Aramean scribe] [B29]), usually in the Measurements clause (*TAD* B2.3:4 [B25], 3.5:7 [B38], 3.10:6 [B43], 3.12:7 [B45]). Once there appeared the term מִרְגָּע שְׁמֶשׁ , “rising of the sun” (*TAD* B3.7:7 [B40]). Only in this document did the boundary notations follow the house and not precede it.

²⁵ Six years earlier he was, with Mahseiah, in the detachment of Varyazata (*TAD* B2.1.2 [B23]). It was unusual to add the affiliation of *all* the neighbors in the boundary description (as here and in lines 9-11); for isolated additions required by special circumstances see *TAD* B2.3:7-8 (B25), 2.7:15 (B29), 2.10:7 (B32); 3.5:11 (B38). The Anani house bequest to his daughter Jehoishma was in particular need of such additions (*TAD* B3.7:7-8 [B40], 3.10:8-11 [B43], 3.11:3-6 [B44], 3.12:9, 17-21 [B45]).

²⁶ Aramaic מִצְעַר שְׁמֶשׁ , lit., “going in of the sun” was the regular term for west (*TAD* B2.7:15 [B29], 2.10:7 [B32]; 3.4:9 [B37], 3.5:11 [B38], 3.10:11 [B43], 3.11:4 [B44], 3.12:7, 18 [B45]) with the word שְׁמֶשׁ , “sun” occasionally omitted (*TAD* B2.3:7 [B25], 2.4:3 [B26]; ‘3.7:7’ [B40]), especially in the Measurements clause (*TAD* B2.3:5 [B25], 3.10:6 [B43], 3.12:15 [B45]).

²⁷ Five years later he will become Mahseiah’s son-in-law (*TAD* B2.4:2-4 [B26]).

²⁸ “Below” and “above” were the normal terms for the longitudinal directions, written $\text{תַּחַת/תַּחְתִּיא/תַּחְתִּיה}$ and $\text{עַל/עַלְיָא/עַלְיָה}$, respectively (*TAD* B2.1:4-5 [B23], 2.3:4-5 [B25], 2.7:13 [B29], 2.10:5 [B32]; 3.4:7-8 [B37], 3.5:9 [B38], 3.7:5-6 [B40], 3.10:6, 9-10 [B43], 3.11:5-6 [B44], 3.12:8, 16, 19-20 [B45]). There is disagreement as to whether they mean “north” and “south” or “south” and “north” respectively. Topographical arguments weigh in favor of the equation “above” = “north” and “below” = “south;” see B. Porten, *Archives from Elephantine*, 308-310; *TAD* B, pp. 177-82.

²⁹ Six years earlier the house had belonged to the father (*TAD* B2.1:13 [B23]). Had he since died?

³⁰ This was the title of the skilled pilots who navigated the rapids of the first Nile cataract and it corresponded to Egyptian “boatman of the bad water” (*P. Berlin* 13614.1 [C27]).

Satisfaction	and satisfied ¹² my heart ³¹ about that land.
Waiver of Suit	I shall not be able ³² to institute against you suit or process ³³ — I, or son of mine ³⁴ or daughter ³⁴ of mine about that land (against) you, or son of yours or daughter of yours, brother or sister of yours, near or far. ³⁵
Penalty	¹⁴ Whoever shall institute against you (suit) in my name ³⁶ about that land shall give you silver, 20, ³⁷ that is twenty, ³⁸ karsh by the stone(-weight)s of ¹⁵ the king, silver 2 q(arters) to the ten, ³⁹
Affirmation of Investiture	and that land is likewise ⁴⁰ yours and you are withdrawn ⁴¹ from ¹⁶ any suit (in)

³¹ Aramaic לביי לביי, lit. "made my heart good" (see also *TAD* B2.9:8 [B31]). This phrase and the stative one טיב לביי, "(my/your/our) heart is good" (see on *TAD* B2.6:5 [B28]) were the regular terms of satisfaction recited by the party drawing up the contract after he had received goods, payment, or some other consideration (in our case an oath). In suits it was usually followed by a statement of withdrawal (see on *TAD* B2.8:5-6 [B30]), missing here. Demotic had a parallel expression — *dy.k mty h.ty.n*, "you caused our heart to be satisfied" (*P. Moscow* 135.1 [C30]).

³² For this expression see on *TAD* B2.1:6 (B23).

³³ The phrase גרה דין ודבב was one of the two standard expressions for taking legal action against someone (*TAD* B 2.7:10 [B29], 2.8:7-8 [B30], 2.10:10 [B32]; 3.2:4 [B35], 3.4:12, 14, 17 [B37]). It may be abbreviated to גרה דין, "institute suit" (*TAD* B3.5:14, 16 [B38]) or גרה ברין (*TAD* B5.2:3), or simply גרה, "institute (suit)" (*TAD* A3.4:4; B2.2:14 [B24], 2.8:9 [B30]; 3.2:8 [B35], 3.4:14, 18, 19 [B37], 3.5:14 [B38]; 5.1:4, 6 [B47]). It was a reflex of the Akk. phrase *dēnu dababu issi PN igarrāni*, translated "institute lawsuit and litigation against PN;" see T. Kwasman and S. Parpola, *Legal Transactions of the Royal Court of Nineveh, Part I* (Helsinki, 1991), Nos. 100:13-22, r.1-5; 101:9-20, r.1-2; 102:7-13, r.1-5; etc. The more frequently used expression was רשה דין ודבב, rendered freely "bring suit or process" (see on *TAD* B2.3:12 [B25]). On the model of Mahseiah's potential suit ("I did not give [the land] to you" [*TAD* B2.3:20 [B25], 2.4:14 [B26]]), the suit would presumably have stated, "You did not swear to me."

³⁴ For discussion of the potential litigants see on *TAD* B2.1:8-9 (B23).

³⁵ The protected parties correspond exactly to the potential litigants — children and siblings, at home or away; see on *TAD* B2.1:9 (B23).

³⁶ The scribe originally wrote "in the name of that land," the regular expression for designating an object in suit (*TAD* B2.3:12 [B25], 2.7:9 [B29], 2.8:8 [B30], 2.9:12 [B31]; 3.2:5 [B35] 3.4:13, 17 [B37], 3.5:14 [B38], 3.12:25 [B45]; 5.4:7, 5.5:4, 10 [B49]; cf. 2.8:9 [B30]) and one familiar from demotic legal texts (e.g. *P. Berlin* 13554.4 [C31]), but then corrected it to read "in my name about that land" (see *TAD* B2.10:12-13 [B32]). The correction made explicit what was everywhere else implicit, namely that the penalty clauses applied only to someone suing in the name of the alienor, i.e. the person issuing the warranty, in this case Dargamana (see B. Porten and H.Z. Szubin, *Maarav* 4 [1987], 50).

³⁷ This was a high penalty, found only in deeds of sale (*TAD* B3.4:15, 18 [B37], 3.12:30 [B45]) and in one bequest (*TAD* B 3.5:16 [B38]); see further on *TAD* B2.1:7 (B23).

³⁸ Repetition of numerical notations was frequent, both word repeating cipher, as here (*TAD* B2.3:14 [B25]; 3.1:4 [B34], 3.5:15 [B38], 3.13:7 [B46]; 5.5:3 [B49]), and cipher repeating word (*TAD* B2.10:15 [B32]; 3.7:4 [B40], 3.8:16bis [B41], 3.12:5 [B45]). The same practice of repetition was followed by the Byzantine Greek scribes, e.g. "gold, ten *solidi* in the weight of Syene, i.e., go(ld), 10 *sol(idi)* in the w(eight) of Syene" (*P. Lond.* 1724.43 [D32]). The demotic repetition formula was threefold — *x* (deben), *y* (*kite*)-1+fractions, totaling *x* (deben); e.g. *P. Wien* D 10151.4 (C29).

³⁹ This monetary notation (also *TAD* B2.3:14, 21 [B25], 2.4:15 [B26]; 3.7:17 [B40]) occurred in many variations — "2 q(arters) to (the) 10" (*TAD* B2.6:7, 14 [B28]; 3.8:32 [B41]), 2 q(arters) to 1 karsh" (*TAD* B2.9:15 [B31], 2.10:16 [B32]; 3.5:15, 22 [B38]; 6.1:5), "zuz to the ten" (*TAD* B3.4:15 [B37], 3.8:17 [B41], 3.9:8 [B42]), "zuz to (the) 10" (*TAD* B3.4:18 [B37]), "zuz to 1 karsh" (*TAD* B3.4:6 [B37]; 5.5:3 [B49]), and simply "zuz" (*TAD* A2.2:6 [B2]). It probably meant that a half shekel (= a zuz) had to be added to every Persian karsh (= 10 shekels) to bring its weight of 83.33 grams up to the weight of 87.6 grams (= 10 × 8.76 grams, the weight of the Egyptian shekel); see B. Porten, *Archives from Elephantine*, 305-307.

⁴⁰ See on *TAD* B2.1:8 (B23).

⁴¹ The promise to be removed from any further suit is reinforcement of the "likewise" (ספס) clause and occurred elsewhere in combination with that clause ("and he is likewise withdrawn from these goods" [*TAD* B2.9:15 [B31]]) or in place of it. The failed claimant is removed from the object (*TAD* B2.9:15 [B31]),

which they shall complain⁴² against you on account of that land.

Scribe and Place	Wrote Itu son of Abah ¹⁷ this ¹⁶ document ¹⁷ in Syene ⁴³ the fortress at the instruction of Dargamana.
Witnesses ⁴⁴	(2 nd hand) Witness Hosea son of Peṭekhnum; ⁴⁵ (3 rd hand) witness ¹⁸ Gaddul son of Igdal; ⁴⁶ (4 th hand) witness Gemariah son of Ahio; ⁴⁷ (5 th hand) Meshullam son of Hosea; ⁴⁸ (6 th hand) ¹⁹ Sinkishir son of Nabusumiskun; ⁴⁹ (7 th hand) witness Hadadnuri the Babylonian; ⁵⁰ (8 th hand) ²⁰ witness Gedaliah son of Ananiah; ⁵¹ (9 th hand) ²¹ witness Aryaicha son of Arvastahmara. ⁵²
Endorsement	VERSO ²² Document (<i>sealing</i>) of withdrawal ⁵³ which [Dargama]na son of Khvarshaina wrote for Mahseiah.

from further suit (*TAD* B2.8:11 [B30]), or from the other party and from further suit (*TAD* B2.11:11 [B33]). The Aramaic term רחק, "be far, removed, withdrawn" had its demotic equivalent *wy* (*P. Berlin* 13554.3 [C31]).

⁴² The scribe has blended his legal terms; "suit" (דין) was always associated with the verbs גרה and רשה never with "complain" (קבל); see above on lines 5 and 12.

⁴³ Aramean scribes, such as Itu son of Abah, normally drew up their documents in their place of residence, Syene, even when the transaction, as here, involved property in Elephantine (*TAD* B2.3:28 [B25] and 2.4:16 [Attarshuri son of Nabuzeribni [B26]], 2.8:11-12 [Peṭeese son of Nabunathan [B30]]; 3.9:1 [Raukhshana son of Nergalshezib [B42]], 3.13:1 [Shaweram son of Eshemram son of Eshemshezib [B46]]). Exceptions were the grandson of Attarshuri, namely Nabutukulti son of Nabuzeribni (*TAD* B2.11:14-15 [B33]) who wrote in Elephantine and Mauziah son of Nathan who once wrote a document in Syene (*TAD* B7.1:1, 8-9). See on *TAD* B2.1:15 (B23).

⁴⁴ The scribe (here and in *TAD* B2.9 [B31] and 3.12 [B45]) omitted the usual caption "The witnesses herein:" For the number see on *TAD* B2.1:15 (B23).

⁴⁵ With an Egyptian name, was the father of Hosea a native Egyptian married to a Jewess (as Eshor to Mibtahiah [*TAD* B2.6 [B28]) or a Jew who was given an Egyptian name? Unlike the Arameans of Syene, as attested by the Makkibanit letters (*TAD* A2.1-7 [B1-7]), the Jews rarely gave their children Egyptian names. This witness appeared only here.

⁴⁶ A certain playfulness was at work in the giving of the praenomen since it derived from the same root as the patronym (גדל, "be great"). The witness appeared only here.

⁴⁷ He drew up his own loan contract ca. 487 (*TAD* B4.2 [B48]) and appeared in an ostrakon found along with that document (RÉS 492 = 1800 = *TAD* D7.9:2).

⁴⁸ Both Meshullam and the following witness, who appeared only here, failed to preface their signatures with the word "witness."

⁴⁹ Both names are Babylonian.

⁵⁰ Though he bears an Aramean name, this witness, lacking patronymic, was called "the Babylonian." At the end of the century a person with the same name was father of Jathom ("Orphan") and grandfather of Malchiah (*TAD* C3.15:23). Chronologically, he could have been the same person as our witness.

⁵¹ Appeared only here.

⁵² Both names are Iranian.

⁵³ The title of a document drawn up in settlement of a dispute (*TAD* B2.8:14 [B30], 2.9:19 [B31]), in a case of probate (*TAD* B2.10:20 [B32]), or for emancipation (*TAD* B3.6:18 [B39]).

B25

TAD B2.3 Cowley 8 (Sayce-Cowley D)

BEQUEST OF HOUSE TO DAUGHTER

DATE: 1 December, 459 BCE
 SIZE: 26.5 cm wide by 73.95 cm high
 LINES: 36 (= 31, perpendicular to the fibers on the recto, parallel to the joins; 5 on verso parallel to the fibers, including 2-line endorsement); folded from bottom to top
 PLACE: Syene
 PARTIES: Mahseiah son of Jedaniah to Mibtahiah, his daughter
 OBJECT: House plot
 WITNESSES: 12
 SCRIBE: Attarshuri son of Nabuzeribni

On the occasion of Mibtahiah's marriage in 459 to Jezaniah, one of Mahseiah's neighbors, her father gave her the plot which in 464 had been disputed by another neighbor Dargamana (TAD B2.2 [B24]). In 471 he had allowed a third neighbor, Koniah, to build a wall along the property (TAD B2.1 [B23]). The fourth neighbor was an Egyptian boatman Peftuaneith who lived across the street (TAD B2.1:13 [B23]) and had since passed his house on to his son Espemet (line 7). Mahseiah's bequest was a gift in contemplation of death with possession (line 9) and title (line 19) granted already *inter vivos* (line 3). It was to be treated as an estate perpetuated within the family or among designated heirs (lines 9-10), without any right to sell being granted. The guarantees were arranged in descending order of concern — challenge to the bequest (1) from other beneficiaries claiming prior rights supported by a document (lines 9-18); (2) from Mahseiah himself (lines 18-22); (3) and from Dargamana (lines 23-27). In each case it was a "document," the present one and the one written for Mahseiah by Dargamana (TAD B2.2 [B24]), which was expected to turn back the challenge, while the standard ten karsh penalty was imposed on any suit by Mahseiah, his heirs, and beneficiaries (lines 11-14, 20-22). There was no penalty for attempted reclamation by Mahseiah (lines 18-19). The elaborate guarantees made this the longest bequest known (34+2 lines) with the largest number of witnesses (twelve). The normal eight were topped off by two sons, a grandson, and a neighbor (see notes to lines 29-31). Unlike Mahseiah's two earlier documents, all the witnesses were Jewish, though the scribe was Aramean and the document was drawn up in Syene (lines 27-28).

A contemporary demotic conveyance (15 January-13 February, 460 BCE [P. Wien D 10151{C29}]) bore many structural and verbal parallels to this document — Date, Parties, Transfer ("I gave"), Investiture ("They are/it is yours;" no heir or beneficiary "controls" them), Penalty (20 deben of the treasury of Ptah/10 karsh of the stones of the king), Reaffirmation ("and the stipend will be yours still/and the house is your house likewise"), Document Transfer (I gave to you the document which PN made/wrote for me), Consent/Document Validity (They shall not be able to produce a new or old document concerning that stipend/land), Scribe (Wrote PN), Witnesses (16 demotic/12 Aramaic). Though the demotic scribe wrote his document horizontally, parallel to the fibers along a roll 100 cm wide and the Aramaic scribe wrote his vertically, perpendicular to the fibers down a roll 74 cm high, both shared a common legal formulary.

RECTO

Scribal Note

°Length, 13 and a handbreadth.¹

¹ This is a scribal note, written at the very top of the document, to serve as a memory aid for the length of the house recorded in line 4. A similar, more elaborate memo was found at the beginning of a Byzantine boat sale (P. Münch 5R [D34]).

Date	¹ On the 21 st of Kislev, that is day '20+ ¹ (= 21) ² of Mesore, year 6 of Artaxerxes the king, ³
Parties	said Mahseiah ² son of Jedaniah, a Jew, ⁴ hereditary-property-holder ⁵ in Elephantine ⁶ the fortress of the detachment of Haumadata, ⁷ to lady ⁸ Mibtahiah ³ his daughter, ⁹ saying:
Transfer I ¹⁰	I gave ¹¹ you in my lifetime and at my death ¹²
Object	a ¹³ house, land, ¹⁴ of mine.

²The "20" mark is partially hidden in the papyrus crease.

³The two dates are a month off. In 6 Artaxerxes I (= 459), 21 Kislev = December 30 while 21 Mesore = December 1. If we assume that the scribe prematurely wrote Kislev when he was still in Marcheshvan and that the correct Babylonian date should be 21 Marcheshvan, then we get a perfect synchronism for December 1, 459; see B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 24 and Figure 8 in *TAD B*.

⁴Elsewhere he was called "Aramean;" see on *TAD B2.1:2 (B23)*.

⁵This technical term (מחשן) occurred four times in the contracts, once again, as here, with the intention of bolstering the status of someone whose title to a piece of property could not be established by written document (*TAD B3.12.4-5 (B45)*); and once with the intent to bolster the reputation of a person accused of forced entry, theft and assault (*TAD B7.2:2 (B50)*). The fourth text was fragmentary (*TAD D2.12 = P. Leiden F 1976/11.4*). For full discussion see H.Z. Szubin and B. Porten, *JRAS* (1982), 3-9 and H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 40. In the letters, the term referred to hereditary leases (*TAD A5.2:1, 5.5:9; 6.2:3 (B11)*, 6.11:2); see B. Porten and H.Z. Szubin, *BO* 42 (1985), 283-288. Strikingly, the five Jewish leaders who petitioned for the restoration of the Temple called themselves "Syenians, heredit[ary]-property-holders in Elephantine" (*TAD A4.10:6 (B22)*). There the term was apparently one of prestige.

⁶See on *TAD B2.1:2 (B23)*.

⁷A Persian mentioned only here and in the companion document *TAD B2.4:2 (B26)*. In 471 and 464 Mahseiah had been in the detachment of Varyazata (*TAD B2.1:3 [see note there (B23)], 2.2:4 (B24)*).

⁸The term נשן was often used to designate a female party to a contract, whether free, as here (also *TAD B3.1:2 (B34)*, 3.4:2-3 *(B37)*), slave (*TAD B3.5:2 (B38)*, 3.6:2 *(B39)*), or emancipated (*TAD B3.8:3 (B41)*, 3:10:2 *(B43)*, 3.12:1 *(נשן) (B45)*). As female head of a family, standing opposite the male נשן/נשן, a term of uncertain meaning (*TAD C3.9:2-3, 6-7, 9, 12, 14*), there stood נשן רבה, "great lady." Demotic likewise regularly designated a female party to a contract by *shm.t*, "lady" (*P. Berlin 13614.1 (C27)*, et al.).

⁹Here and again in the grant of *TAD B2.7:3 (B29)* Mibtahiah was merely designated as Mahseiah's daughter. When she appeared opposite Peu son of Paḥc/Pakhoi, she was given a full affiliation — "of the detachment of Varyazata" (*TAD B2.8:2-3 (B30)*).

¹⁰The Transfer clauses formed a symmetric inclusion (gave — lifetime/death — house/land: house/land — gave — lifetime/death) around the Measurements and Boundaries clauses (lines 3-8).

¹¹This was the common term of conveyance, whether gift (as here and in *TAD B3.5:2 (B38)*, 3.7:3 *(B40)*, 3.10:2 *(B43)*, 3.11:2 *(B44)*), sale (*TAD B3.4:3 (B37)*, 3.12:3 *(B45)*) or exchange (*TAD B2.7:2 (B29)*; 5.1:2 *(B47)*).

¹²This was a gift in contemplation of death taking immediate effect (*inter vivos*); see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 39.

¹³For the cipher "1" as indefinite article see on *TAD B2.1:4 (B23)*.

¹⁴The property which was called "house" in 471 (*TAD B2.1:3-5 (B23)*) and "land" in 464 (*TAD B2.2:5-8, 12-16 (B24)*) was now in 459 called, in apposition, "house, land" (lines 3, 8), or "land, house" (*TAD B2.4:3 (B26)*), and then alternately "land" (lines 11-12, 16, 19, 24; *TAD B2.4:5, 8, 14 (B26)*) and "house" (lines 15, 22, 27, 35; *TAD B2.4:4, 6, 11 (B26)*), as interchangeable synonyms or as appropriate to the context (thus in *TAD B2.4 (B26)*). The plot had a gateway in 471 (*TAD B2.1:3 (B23)*), but was run-down, as the advice to daughter and son-in-law "to renovate" clearly indicated (line 19; *TAD B2.4:5, 8, 12, 14 (B26)*).

Measurements	⁴ Its measurements ³ was: ¹⁵ ⁴ its length ¹⁶ from below to above, 13 cubits and 1 handbreadth; ¹⁷ (its) width from east ¹⁸ ⁵ to west, 11 cubits ¹⁹ by the measuring rod. ²⁰
Boundaries	Its boundaries: ²¹ above it the house of Dargamana son of Khvarshaina ⁶ adjoins; ²² below it is the house of Konaiah son of Zadak; ²³ east ²⁴ of it is the house of Jezan ²⁵ son of ⁷ Uriah your husband ²⁶ and the house of Zechariah son of Nathan; ²⁷ west of it is the house of Espemet ²⁸ son of Peftuauneit, ⁸ a boatman of the rough waters.
Transfer II	That ²⁹ house, land — I gave it to you in my lifetime and at my death.

¹⁵ Singular instead of plural verb. The addition of the 3ms verb (היה) in this caption occurred once more in a long sentence ("And behold the measurements of that house which ... was (= were):" [TAD B3.5:5-6 (B38)]) and in two documents it stood alone ("it was"), preceding the word "length," in a house document (TAD B3.7:4 [B40]) and in a document of wifehood measuring garments (TAD B2.6:8-10 [B28]). The companion document had "The measurements of that house:" (TAD B2.4:4 [B26]). Elsewhere the formula was, "This is (= these are) the measurements of the house which ..." (TAD B3.10:5bis [B43], 3.12:6, 15 [B45]). It would be possible to translate the sentences here, "... a house, land. It was mine. Its measurements:," thereby eliminating the non-congruence between singular verb and plural noun; see further on TAD B3.5:5-6 (B38).

¹⁶ Only here did this notation appear with 3 sg. suffix (see TAD B2.6:8-9, 11 [B28]; 3.7:4 [B40], 3.8:11, 12 [B41], 3.12:7, 15 [B45]).

¹⁷ The royal cubit measured 52.5 cm and the handbreadth 7.5 cm; S.P. Vleeming in *Papyrologica Lugduno-Batava* 23 (Leiden, 1985), 208, 214-215. The length was thus 6.9 m.

¹⁸ For the term see on TAD B2.2:8 (B24).

¹⁹ This would equal 5.78 m. The house would thus measure 39.88 sq m. Presumably, these were the external measurements.

²⁰ As silver was weighed "by the stones of the king" so property was always measured by the "measuring-rod" (מִשְׁעָר) (TAD B2.4:5 [B26]; 3.5:7 [B38], 3.7:4 [B40], 3.10:6-7 [B43], 3.12:8, 16 [B45]).

²¹ This terse, one-word caption (תחומיה) was unique. For the fuller formulae see on TAD B2.2:7 (B24). The location of the neighbors had been shifted 90°. In the previous document we found Dargamana-Konaiah-Jezaniah-Espemet in the order east-west-below-above (TAD B2.2:8-11 [B24]); here they were above-below-east-west. True location must have been midpoint: above-east, below-west, east-below, west-above (NE, SW, SE, NW). See TAD B, pp. 177 and Figure 2.

²² The houses of Dargamana and Mahseiah had a common wall.

²³ He was earlier given permission to build a wall on Mahseiah's property (TAD B2.1 [B23]).

²⁴ For the spelling see on TAD B2.2:8 [B24].

²⁵ Abbreviated form of his name (Jezaniah), by which he was known also in later years (TAD B2.10:17 [416 [B32]]). In the endorsement (line 35) the scribe would also abbreviate the name of his wife (Mibtah < Mibtahiah) and of his father-in-law (Mahsah < Mahseiah). Jezaniah must have inherited the property from his father Uriah since "above" it in the year 416 lay the house of his brother Hosea (TAD B2.10:5 [B32]).

²⁶ Apparently the couple had just been married and the plot was given to Mibtahiah, with rights of usufruct for Jezaniah (TAD B2.4 [B26]), at the time of the wedding.

²⁷ As stated earlier, the new wall of Konaiah extended to the house of Zechariah (TAD B2.1:5 [B23]), which later passed to his son Hazzul (TAD B2.10:5 [B32]).

²⁸ He inherited the house and continued the occupation of his father (TAD B2.1:13 [B23], 2.2:10-11 [B24]).

²⁹ This form of the demonstrative (הַזֶּה) occurred only here and in the companion document (TAD B2.4:6 [B26]).

Investiture I

⁹You have right³⁰ to it from this day and forever³¹ and (so do) your children after you.³² To whomever¹⁰ you love³³ you may give (it). I have no other³⁴ son or daughter, brother or sister, or woman¹¹ or other man³⁵ (who) has right to that land but you and your children forever.

³⁰This term of empowerment (שליט) was one of the two standard expressions recurring in the Investiture clause — be it for realty (line 11; TAD B3.4:11 [B37], 3.7:9-10, 13 [B40], 3.10:11, 13-15 [B43], 3.11:8-9 [B44], 3.12:23 [B45]; cf. 3.5:17, 19 [B38]), chattel (TAD B2.11:6 [B33]), or goods (TAD B2.6:18 [B28]) — and repeated in the Reaffirmation (of Investiture) clause (TAD B2.1:11, 14 [B23]; 3.10:21 [B43], 3.11:11, 14 [B44]). It alternated in the conveyance documents with the expression “it is yours.” In contrast to the latter expression which granted full title, this one may only have granted right of possession (see on TAD B2.1:4 [B23]). Full title, however, was granted in our document in a second Investiture clause (line 19). In the inheritance clauses in documents of wifehood the term contrasted with ירית, “inherit” (TAD B2.6:18-21 [B28]; 3.3:11-12 [B36]); see also B2.4:7, 10, 13 [B27]; 3.5:17, 19 [B38]). It was equivalent to *ir shy* in the demotic documents (P. Wien D 10150.2 [C28], 10151.3, 6 [C29], P. Moscow 135.3 [C30]) and κρυπτεύειν in the Greek contracts (P. Münch. 16.28 [D21], et al.). In the form שליט ל it was often used to grant specific rights — sale (TAD B2.4:6-7, 9-11, 13 [B26]), usufruct (TAD B2.4:11), building (TAD B2.1:11 [B23]), repair (TAD B3.10:14 [B43]), exit through gateway (TAD B2.1:14 [B23]; 3.10:13-14 [B43]), use of stairway (TAD B3.10:15 [B43]); slave-marking and TRAFFIC (TAD B3.6:6, 9 [B39], 3.9:5, 9 [B42]); seizure of pledge (TAD B3.1:8, 16 [B34], 3.13:10 [B46]; 4.6:12 [B51]); acquiring a second husband (TAD B3.8:33 [B41]). The comparable Greek term was δύνασθαι, “empowered,” e.g. to bury (P. Münch. 8.4 [D23]).

³¹This phrase occurred commonly in the Investiture clause in conveyances and manumissions (TAD B2.3:9 [B25], 2.11:7 [B33]; 3.4:11 [B37], 3.5:4-5 [B38], 3.11:8 [B44], 3.12:23 [B45]; 5.5:4, ‘8’ [B49]), in the Withdrawal clause in settlements (TAD B2.8:6-7 [B30], 2.9:9-10 [B31]), in the satisfaction statement (TAD B2.9:9 [B31]), and in the Marriage clause in documents of wifehood (TAD B2.6:4 [B28]; 3.8:4 [B41]; 6.1:4). An abbreviated form (simply “forever”) appeared in two documents (TAD B2.7:16 [B29], 2.10:9, 16 [B32]; also here, line 11). It is generally understood to indicate that the newly established legal relationship was not *a priori* limited in time (see R. Yaron, *JSS* 3 [1958], 4), but it must have been limited to the donor’s lifetime since it was regularly followed by the phrase “and your children after you” (see next note). This temporal meaning is evident in the lines of the Psalm (115:17-18), “The dead cannot praise the Lord ... but we will praise the Lord from now and forever.” The parallel demotic clause had a similar expression — *ty pi hrw r hry*, “from today henceforth” (P. Moscow 135.3 [C30]).

³²The addition “after you” (i.e. as your natural heirs) was regularly appended to the word “children” in the Investiture clause (TAD B2.7:8 [B29], 2.10:9 [B32], 2.11:7 [B33]; 3.4:12 [B37]; cf. 2.4:8 [B26]; 3.5:5 [B38], 3.11:9 [B44], 3.12:23 [B45]), in its Reaffirmation (line 15; TAD B2.10:16 [B32], 2.11:12 [B33], 3.4:16, 19 [B37]; cf. 3.10:21 [B43]), and in the Waiver clause (TAD B3.10:19 [B43]). It indicated that the conveyance was not limited to the lifetime of the recipient; see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 38, also for next note.

³³Mahseiah intended the bequest to be treated as an estate in fee tail, perpetuated within the family, and so gave Mibtahiah right to transfer it to a preferred, designated heir; for this meaning, with parallels, see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 37-38. The expression “give to whomever you love (רחם)” (line 19, TAD B2.7:8 [B29], 2.10:9 [B32]; 3.10:21 [B43]) and its variant “give lovingly” (רחמת/ברחמה) (TAD B2.4:7 [B26]; 3.7:14 [B40], 3.12:23, 26, 31 [B45]) recurred in the Investiture clause as appropriate. For a similar usage in early Egyptian of “love” (*mry*) in the sense of “prefer” see P. Berlin 8869.7 (A1).

³⁴The denial of any other heirs or beneficiaries occurred only here in our Aramaic documents but is well paralleled in the demotic contracts (P. Wien D 10150.2-3 [C28] [“No man in the world will be able to exercise control [*ir shy* = שליט] over the shares ... whether father, mother, brother, sister, son, daughter (or) any man in the world [I myself likewise].”], D 10151.3 [C29]; P. Moscow 135.3 [C30]); see B. Porten in J.H. Johnson, ed., *Life in a Multi-Cultural Society* (Chicago, 1992), 260; B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 52-56, also for next note.

³⁵The addition of “another man” (line 16; also in TAD B3.5:20 [B38], 3.9:5 [B42]) or “another person” (TAD B2.7:9, 11 [B29]; 3.4:19 [B37], 3.5:16, 19 [B38]) expanded the list of potential claimants beyond the circle of blood relatives. As is clear from the language of the clause, he was not an outsider but a possible beneficiary. This meaning is illuminated by the verbal link between the word אחרון, “other, next” (as in “next day” [see on TAD B2.1:6 [B23]]) and אחרך, “after you” in the expression “your children after you.” “Another man” is “next” in line, one who comes “after” the natural heirs or in their stead if so

Penalty I

Whoever³⁶ ¹²shall bring against you suit or process,³⁷ (against) you, or son or daughter of yours, or man of yours,³⁸ in the name of³⁹ ¹³that ¹²land ¹³which I gave you or shall complain⁴⁰ against you (to) prefect or judge shall give you or your children ¹⁴silver, 10, that is ten,⁴¹ karsh by the stone(-weight)s of the king, silver 2 q(arters) to the ten, without suit or without process,⁴²

Reaffirmation I
Document
Validity I

¹⁵and the house is your house likewise and your children's after you.⁴³
And they shall not be able to take out⁴⁴ against you ¹⁶a new or old document in my name⁴⁵ about that land to give (it) to another man. That document ¹⁷which they shall take out against you will be false.⁴⁶ I did not write it⁴⁷ and it shall not be

designated by the testator. By including "woman" the scribe of our document preserved the male-female balance of the clause. A couple Byzantine documents used the term ξένων, "stranger" in a similar sense (see on *P. Münch.* 13.52 [D47]).

³⁶ Of the above heirs and beneficiaries in my name (see on *TAD* B2.1:8-10 [B23] and 2.2:14 [B24]). The scribe has deftly assimilated the Penalty clause (which was regularly preceded by a Waiver clause) to the Investiture clause.

³⁷ The phrase רשה דין ודבב was the most frequently used expression for taking legal action against someone (line 20; *TAD* B2.4:13 [B26], 2.7:9 [B29], 2.9:11 [B31]; 3.10:18-19 [B43], 3.11:12 [B44], 3.12:25 [B45]; 5.5:4, 9 [B49]). It may be abbreviated to רשה דין (*TAD* B2.9:14 [B31], 2.10:15 [B32], 2.11:9 [B33]; 3.5:13 [B38], 3.12:27 [B45]) or simply to רשה (lines 24, 26; *TAD* B2.9:7, 11bis, 13-14, 16 [B31], 2.10:10, 12, 14, 17 [B32], 2.11:8 [דינן למרשה] and 2.11:9 [B33]; 3.10:19 [B43], 3.12:26-27 [B45]; 5.5:10 [B49]; 7.3:5 [B52]; 8.7:6). There was also the obscure רשה ברין נפא (*TAD* B2.9:4 [B31]). For the other expression (גרה דין ודבב) see on *TAD* B2.2:12 (B24).

³⁸ As the list of potential claimants was expanded to include beneficiaries, so the list of protected parties was expanded to include representatives.

³⁹ I.e. regarding; see on *TAD* B2.2:14 (B24).

⁴⁰ The sequence of verbs in this sentence (and in *TAD* B3.10:18-20 [B43], 3.11:11-13 [B44], 3.12:26-29 [B45]) indicates that "sue" (represented by the verbs רשה and גרה and their complements) and "complain" (קבל) are distinct and not synonymous legal acts; see further on line 20.

⁴¹ This was the most frequently imposed penalty (see on *TAD* B2.1:7 [B23]); for the numerical repetition see on *TAD* B2.2:14 (B24).

⁴² Aramaic רשה דין ודבב. This expression (lines 21-22; *TAD* B2.4:15 [B26], 2.6:26 [mistakenly written ירין, 29 [B28], 2.8:10 [B30]; 3.6:15 [B39]) or the abbreviated "without suit" (*TAD* B2.10:17 [B32], 2.11:12, 14 [B33]; 3.5:15, 22 [B38], 3.8:32 [B41], 3.13:8, 12 [B46]; 4.7:3) occurred regularly after the penalty or dowry sums to indicate that the affected party did not have to undertake any further legal action to realize payment. Twice it occurred after the Reaffirmation clause (*TAD* B3.8:32 [B41]), once bearing the nuance "absolutely" (*TAD* B2.9:16 [B31]). See the parallel Coptic expression ⲁⲛⲏ ⲗⲁⲁⲥ ⲛⲉⲗⲱⲃ ⲛⲱⲁⲛⲥⲉ, *ajn laau nhob nshaje*, "without any dispute" (*KSB* I 024.9-10 [E5]). Aramaic רשה = Greek λόγος, = Coptic ⲱⲁⲛⲥⲉ, all meaning literally "word," with the technical meaning of "process, claim" (see *P. Lond.* V 1720.17 [D25]).

⁴³ For the *clausula salvatoria* see on *TAD* B2.1:7-8 (B23).

⁴⁴ I.e. to produce.

⁴⁵ Wills and testamentary bequests were customarily amended and periodically rewritten. The "new or old document" expression has its demotic parallel at Elephantine (*P. Wien* D10151.7 [C29]) and elsewhere, whence it is clear that "new" means recent and not future (M. Malinine, *Choix de textes juridiques* [Paris, 1953], No. 18:13-14). The clause also occurred in *TAD* B2.7:12 (B29); 3.10:22 (B43), 3.11:15 (B44), 3.12:29 (B45), but only here did the scribe add explicitly "in my name," which was implicit from the continuation of the document, namely "I did not write it" (line 17).

⁴⁶ So too in *TAD* B3.11:16 (B44); for parallels see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 40.

⁴⁷ This declarative statement was a known defense (*TAD* B2.7:12 [B29]).

	taken ⁴⁸ in suit ⁴⁹ 18 while this document is in your hand. ⁵⁰
Waiver of Reclamation	And moreover, I, Mahseiah, tomorrow or the next day, ⁵¹ shall not reclaim (it) ⁵² 19 from you to give to others. ⁵³
Investiture II	That land is yours. ⁵⁴ Build ⁵⁵ and/or give (it) to whomever you love.
Penalty II	²⁰ If tomorrow or the next day I bring against you suit or process and say: ⁵⁶ "I did not give (it) to you," ⁵⁷ ²¹ I shall give you silver, 10 karsh by the stone(-weight)s of the king, silver 2 q(arters) to the ten, without suit ²² and without process, and the house is your house likewise.
Reaffirmation II Document Validity II	And should I go into a suit, ⁵⁸ I shall not prevail ⁵⁹ while this document is in your hand. ⁶⁰

⁴⁸ I.e. shall not be accepted.

⁴⁹ I.e. admissible as evidence. The phrase ולא יתלקח ברין occurred only here in our Aramaic documents and may be a reflex of a Neo-Assyrian clause *inā la dēnišu idabbubma la ilaqqi*, "in his non-case he shall contest (and) not succeed" where the last word comes from the Akkadian cognate *laqu* (see. N. Postgate, *Fifty Neo-Assyrian Legal Documents* [Warminster, 1976], 18).

⁵⁰ The two declarative statements were followed by an advisory one — hold on to this document! Here and elsewhere "this document in your hand" was designed to ward off future claims (line 22 [cf. line 27]; TAD B3.1:12-13, 19-20 [B34]).

⁵¹ See on TAD B2.1:6 (B23).

⁵² The danger of reclamation (הנצל) loomed large in bequests made "in love, affection" (ברחמן [TAD B2.10:11, 14 [B32]; 3.5:4, 12 [B38], 3.8:41 [B41], 3.10:5, 12, 17 [B43], 3.11:9 [B44]; 6.4:7; see also 5.5:3 [B49]] *inter familiam*, whether of realty, as here (TAD B2.4:10 [B26]; 3.5:20 [B38], 3.7:15 [B40], 3.11:10 [B44]), or of dowry (TAD B3.8:42 [B41]; 6.4:8) or of related chattel (TAD B3.3:13-14 [B36]), and specific renunciation of such intentions was common (TAD B2.4:10 [wife from husband [B26]]; 3.3:13-14 [master of handmaiden bride from groom [B36]], 3.5:20 [other heirs from daughter [B38]], 3.7:15 [B40], 3.11:10 [father from daughter [B44]], 3.8:42 ["brother" from sister [B41]]; 6.4:8 [mother from daughter]). Monetary penalty was imposed only when ultimate ownership and unabridged dominion were granted (TAD B3.5:20-22 [B38], 3.11:9-11 [B44]). In the present case, Mibtahiah's rights were limited by the parallel grant of a life estate of usufruct to her husband (TAD B2.4 [B26]). See H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 38-39.

⁵³ I.e., other heirs or beneficiaries.

⁵⁴ The Aramaic form (ייליכי) is emphatic; cf. a comparable form in 1QGenAp 19:20.

⁵⁵ Is the form of the verb *peal* (as in TAD B3.5:8 [scribe Mauziah [B38]] and 3.7:3 [scribe unknown [B40]]) or *pael*, as in מבני, "renovated, restored, improved," in three documents written by Haggai (TAD B3.10:12 [B44], 3.11:2-3, [B44], 3.12:12-13 [B45])?

⁵⁶ Here, too, the second Penalty clause followed directly on the second Investiture clause without any intervening Waiver clause.

⁵⁷ Only rarely (TAD B2.4:14 [B26]; 5.1:5 [B47]) was the nature of such a suit regarding a conveyance spelled out, but we may assume that this was the normal claim, namely, that the defendant possessed neither title nor ownership. Loss of suit would mean that loss of property was retroactive; see B. Porten and H.Z. Szubin, *JAOS* 107 (1987), 237.

⁵⁸ I.e. take legal action.

⁵⁹ This whole clause ("go to suit ... not prevail" [לא אצדק/יצדקון]) recurred twice elsewhere (TAD B3.1:19 [B34], 3.11:15 [B44]).

⁶⁰ This document shall prevail against my suit as well as against that of my heirs and beneficiaries (lines 15-18).

- Document Transfer ²³Moreover, there is a⁶¹ document of withdrawal⁶² which Dargamana son of Khvarshaina, the Khwarezmian, wrote for me about ²⁴that land when he brought (suit)⁶³ about it before the judges and an oath⁶⁴ was imposed (upon me) for him and I swore to him ²⁵that it was mine,⁶⁵ and he wrote a document of withdrawal and gave (it) to me. That document — I gave it to you.⁶⁶ ²⁶You, hold-it-as-heir.⁶⁷ If tomorrow or the next day Dargamana or son of his bring (suit) ²⁷about that house, that document take out and in accordance with it make suit⁶⁸ with him.
- Scribe and Place Wrote Attarshuri ²⁸son of Nabuzeribni⁶⁹ ²⁸this document in Syene⁷⁰ the fortress at the instruction of Mahseiah.

⁶¹ For the numeral "1" as indication of the indefinite article see on *TAD* B2.1:4 [B23].

⁶² This was *TAD* B2.2 [B24].

⁶³ Strictly speaking, Dargamana did not bring suit but complained (*TAD* B2.2:5 [B24]).

⁶⁴ See on *TAD* B2.2:6 [B24].

⁶⁵ In fact, Mahseiah only swore that the plot was not Dargamana's (*TAD* B2.2: [B24]).

⁶⁶ It was standard procedure in sales and other conveyances in Egypt to transfer to the alienee previous documents attesting the right of the alienor to the property; see *TAD* B3.12:31-32 [B45] and *P. Wien* D 10151.7 (C29); B. Porten and H.Z. Szubin, *JNES* 41 (1982), 124-126.

⁶⁷ Make it part of your ancestral estate. The advisory statement (חטונהי) harked back to Mahseiah's designation as a "hereditary-property-holder" at the beginning of the document (line 2). The verb also occurred with the meaning "to take hereditary possession" in a document apportioning slaves between two heirs (*TAD* B2.11:14 [B33]).

⁶⁸ The expression ענך דין with the meaning to "engage in a suit" occurs once more (*TAD* B2.8:3 [B30]); for its other meanings see the documents of wifhood (*TAD* B2.6:31 [B28]; 3.8:32, 34, 37-40 [B41]; 6.4:2-4, 6). The terms גרה and רשה had the meaning of "initiating a suit" (see *TAD* B2.2:12 [B24] and line 12 above) whereas the present phrase was used to describe the response to such initiation or the conduct of a suit.

⁶⁹ The praenomen was Aramean and the patronym, Babylonian.

⁷⁰ The Aramean scribe drew up the document at the site of his residence (see *TAD* B2.2:16-17 [B24]).

Witnesses

The witnesses herein:⁷¹²⁹(2nd hand) witness Gemariah son of Mahseiah;⁷²(3rd hand) witness Zechariah son of Nathan;⁷³³⁰(4th hand) witness Hosea son of Pelaliah;⁷⁴(5th hand) witness Zechariah son of Meshullam;⁷⁵(6th hand) witness Maaziah son of ³¹Malchiah;⁷⁶(7th hand) witness Shemaiah son of Jedaniah;⁷⁷(8th hand) witness Jedaniah son of Mahseiah;⁷⁸**VERSO** ³²(9th hand) witness Nathan son of Ananiah;⁷⁹(10th hand) Zaccur son of Zephaniah;⁸⁰³³(11th hand) witness Hosea son of Deuiiah/Reuiiah;⁸¹(12th hand) witness Mahsah son of Isaiah;⁸²³⁴(13th hand) witness Hosea son of Igdal.⁸³

⁷¹ There was not room on the recto for all twelve witness to sign their names and the last five had to sign on the verso, a rare occurrence (see *TAD* B4.4:19-21 where all the witness signed on the verso). Only four of the twelve Jewish witnesses were known elsewhere (Gemariah, Zechariah son of Nathan [line 29], Nathan [line 32], and Mahsah [line 33]).

⁷² Probably Mahseiah's son whose signature gave added weight to Mahseiah's renunciation of all other heirs' rights to the property (lines 10-11). He also witnessed two documents in the Anani archive (*TAD* B3.3:15 [B36], 3.5:23 [B38]) and his daughter, Meshullemeth, was the first contributor on the Collection Account recorded by the communal leader Jedaniah son of Gemariah, probably her brother (*TAD* C3.15:2). In a demotic bequest to a daughter, her male siblings and perhaps nephew signed as witnesses (*P. Wien* 10150.8-11 [C28]).

⁷³ Mahseiah's eastern neighbor (line 7) acknowledged the new owner.

⁷⁴ Only here and in the companion document (*TAD* B2.4:17 [B26]), where he signed first.

⁷⁵ Only here and in the companion document (*TAD* B2.4:18 [B26]), unless he was somehow related to the family of Zaccur son of Meshullam (*TAD* B3.6:12 [B39], 3.8:2 [427-420 [B41]]) son of Zaccur son of Ater (*TAD* B3.1:2-3 [B34]; 2.7:3 [B29] [456-446]).

⁷⁶ Only here and in the companion document (*TAD* B2.4:19 [B26]). Was this a unique defective spelling for Mauziah or a true variant (cf. Neh. 10:9; 1 Chron. 24:18)?

⁷⁷ Perhaps the son of Jedaniah, the following witness, and grandson of Mahseiah (see on line 29), he appeared only here and in the companion document (*TAD* B2.4:19 [B26]).

⁷⁸ Son of Mahseiah named after his grandfather (see on line 29), he appeared only here and in the companion document (*TAD* B2.4:20 [B26]). The Mahseiah son of Jedaniah who appeared as a witness forty-three years later was probably his son (*TAD* B2.10:18 [B32]).

⁷⁹ Professional scribe who wrote two and perhaps three more documents for the Mahseiah archive (*TAD* B2.6:37 [B28], 2.7:17 [B29] and probably B2.5 [B27]), two documents for the Anani archive (*TAD* B3.1:20 [B34], 3.3:14 [B36]), and two more (*TAD* B5.4; Cowley 66,8).

⁸⁰ Appeared only here and in the companion document (*TAD* B2.4:20 [B26]). He alone failed to preface his name with the designation "witness."

⁸¹ Appeared only here and in the companion document (*TAD* B2.4:21 [B26]). The father's name would mean either "Know Yah" or "Yah is Friend;" the letters *daleth* and *resh* were indistinguishable in this script.

⁸² The first witness for Mahseiah in 471 (*TAD* B2.1:16 [B23]).

Endorsement

³⁵Document (*sealing*) of a house [which] Mahsah son of Jedaniah wrote ³⁶for Mibtah⁸⁴ daughter of Mahsah.⁸⁵

⁸³ Appeared only here and in the companion document (*TAD* B2.4:22 [B26]).

⁸⁴ In the endorsement the scribe abbreviated both Mahseiah (> Mahsah) and Mibtahiah (> Mibtah).

⁸⁵ Three documents contained two-line endorsements. The second line always began with the name of the party for whom the document was written, preceded by the preposition "for" (*TAD* B2.9:19-20 [B31], 2.10:20-21 [B32]).

B26

TAD B2.4 Cowley 9 (Sayce-Cowley C)

GRANT OF USUFRUCT TO SON-IN-LAW

DATE: 1 December, 459 BCE
SIZE: 26.5 cm wide by 22.4 cm high
LINES: 22 (= 11, perpendicular to the fibers on the recto, parallel to the joins; 11 on verso parallel to the fibers, endorsement missing); folded from bottom to top
PLACE: Syene
PARTIES: Mahseiah son of Jedaniah to Jezaniah son of Uriah, his son-in-law
OBJECT: House plot
WITNESSES: 12
SCRIBE: Attarshuri son of Nabuzeribni

At the same time that he gave Mibtahiah a bequest of a house plot Mahseiah extended to her husband lifetime usufruct in that house. Typologically this document is unique among our texts. It was intentionally written on both sides of papyrus sheets cut from the same scroll as the previous document. The date is damaged and the endorsement is missing. Instead of an Investiture clause it presented a Restriction on Alienation. Granted rights to renovate the house and advised to live there with his wife, Jezaniah was denied the right to sell or bequeath it to anyone other than his children from Mibtahiah (lines 3-7). Should Mibtahiah repudiate and leave Jezaniah after he had improved the house, she could not remove it from him to give to others. Should she wish to reclaim it, half would remain with Jezaniah as reward for his labor. In any case, the document thrice emphasized, it was only their joint children who had right to the house after their parents' death (lines 6-13). Attempted suit by Mahseiah, denying ever having granted building rights, would result in the standard ten karsh penalty (lines 13-16). The document treated the property as an estate to be passed on in perpetuity within a limited family circle. Scribe, witnesses, and site of redaction were identical with those in the previous document (*TAD B2.3 [B25]*).

RECTO

Date ¹On the 20[+] (= 21st) of [Kis]le[v, that is da]y [20+] (= 21) of [Mes]ore, year 6 of Artaxerxes the king,¹
Parties said Mahseiah ²son of Jedaniah, a Je[w o]f Elephantine of the detachment of Haumadata, ²to Jezaniah son of Uriah in the same detachment,^{2 3}saying:

¹ This document was drawn up the same day as the previous one; unfortunately the date formula was damaged. See on *TAD B2.3:1 (B25)*.

² The expression occurred also in *TAD B2.9:4 (B31)*.

Object	There is ³ land of a ⁴ house of mine, ⁵ west of the house of yours, ⁶ which I gave to Mibtahiah ⁴ my daughter, your wife, and a document I wrote for her concerning it. ⁷
Measurements	The measurements of that house: ⁸ 13 cubits and a handbreadth ⁶ by 11 by the measuring rod. ⁹
Building Rights	Now, ¹⁰ I, Mahseiah, said to you: That land build (up) ¹¹ and ENRICH IT (OR: PREPARE IN IT HER HOUSE) ¹² and dwell ¹³ herein with your wife.
Restriction on Alienation	But that house — you do not have right to ¹⁴ sell it ¹⁵ or to give (it) ⁷ lovingly to others ¹⁶ but it is your children from Mibtahiah my daughter (who) have right to it ⁸ after you (both). ¹⁷

³ Documents regularly began with some action — “I came” (*TAD* B2.1:3 [B23], 2.6:3 [B28]; 3.3:3 [B36], 3.8:3 [B41], 3.13:2 [B46]; 6.1:3), “I gave” (*TAD* B2.3:3 [B25], 2.7:2 [B29]; 3.5:2 [B38], 3.7:3 [B40], 3.10:2 [B43], 3.11:2 [B44]; 5.5:2 [B49]), “I sued” (*TAD* B5.2:3), “... I released (*TAD* B3.6:3-4 [B39]), “I shall not be able to enslave” (*TAD* B3.9:4-5 [B42]); “You gave” (*TAD* B3.1:3 [B34], 3.2:3 [B35]; 4.2:1 [B48], 4.4:3), “You complained” (*TAD* B7.2:4 [B50]), “You swore” (*TAD* B2.2:2 [B24]); “We gave” (*TAD* B5.1:2 [B47]), “We sold” (*TAD* B3.4:3 [B37], 3.12:3 [B45]), “We sued” (*TAD* B2.9:4 [B31]), “We withdrew” (*TAD* B2.10:4 [B32]), “... we divided” (*TAD* B2.11:3 [B33]). The opening here resembled that in the official bipartite letter which began with a statement of the situation introduced by the stative איתי, and then proceeded with the instruction introduced by כען, “Now” (line 5; *TAD* A6.7:2, 8, see also 5.5:11; 6.3:5, 6.10:5). Elsewhere in the contracts the stative appeared at the beginning of a quotation of a suit (*TAD* B2.9:5 [B31]). For another irregular beginning see *TAD* B2.8:3-4 (B30).

⁴ The cipher “1” was written for the indefinite article; see on *TAD* B2.1:4 (B23).

⁵ I.e., a house-plot.

⁶ See on *TAD* B2.3:6-7 (B25).

⁷ That was *TAD* B2.3 (B25). The current document was cut from the same scroll. The peculiar preposition אחרתי in this clause (see also *TAD* B2.7:7 [B29]) alternated with the more regular עלא (*TAD* B2.7:3, 10 [B29]; 3.9:4 [B42]).

⁸ For the formula see on *TAD* B2.3:3-4 (B25).

⁹ The usual indications of “length” and “width” were omitted. The house measured 9 × 5.78 m = 39.88 sq m (see on *TAD* B2.3:4-5 [B25]).

¹⁰ This word (כען) was otherwise absent from the contracts; for its use here see on line 3.

¹¹ The run-down house given to Mibtahiah was meant to be the residence of the newly-married couple and needed to be built up and made inhabitable. See on *TAD* B2.3:19 [B25] and following notes.

¹² The reading and meaning elude us. Because of the *daleth-resh* similarity the word may be read either עתר, “wealth; enrich” or עתר, “prepare.” The following vocable (בהמיתה) ran into the end of the line and may be two words, but no separation yields a clear meaning; see B. Porten, *Archives from Elephantine*, 242, n. 14. One suggestion would view ביתה as scribal error for ביתה, “her house” (S. Kaufman).

¹³ The double command to “build and dwell” was uttered by the prophet Jeremiah to the first Babylonian exiles (Jer. 29:5).

¹⁴ For this term see on *TAD* B2.1:11 (B23).

¹⁵ Right of sale was omitted from the deed for Mibtahiah (*TAD* B2.3 [B25]) and was here explicitly denied.

¹⁶ Nor may Jezaniah assign it to any one of his children from another marriage or to a beneficiary.

¹⁷ The document was thus akin to the establishment of a trust for the benefit of Mahseiah’s grand-children.

Repudiation	If tomorrow or the next day that land you build (up and) afterwards ¹⁸ my daughter hate you ¹⁹ and go out from you, she does not have right to take it and give it to others ²⁰ but it ¹⁰ is ⁹ your children from ¹⁰ Mibtahiah (who) have right to it in exchange for the work which you did. ²¹
Reclamation	If she shall reclaim ²² ¹¹ from you, half the house [s]h[al]l be hers to take but the other half — you have right to it in exchange for VERSO ¹² the building (improvement)s which you have built into that house. And furthermore, that half — ¹³ it is ¹² your children from Mibtahiah ¹³ (who) have right to it after you. ²³
Penalty	If tomorrow or the next day I bring against you suit or process ²⁴ ¹⁴ and say: "I did not give you that land to build (up) and I did not write for you this document," ²⁵ I ¹⁵ shall give you silver, 10 karsh by the stone(-weight)s of the king, silver 2 q(uarters) to the ten, without suit or without process. ²⁶
Scribe and Place	¹⁶ Wrote Attarshuri son of Nabuzeribni ²⁷ this document in Syene ²⁸ the fortress at the instruction of Mahseiah.

¹⁸ Frequent in narrative (*TAD* C1.1:8, *et al*; 1.2:2), historical inscriptions (*TAD* C2.1:12, *et al*) and letters (*TAD* A4.7:6, 8 [B19], 4.8:6 [added supralinearly], 7 [B20], 6.7:6 [cited in note to line 3]), this adverb (אחר) rarely occurred in contracts because these provided little occasion to describe events in sequence. While it usually began an independent sentence (*TAD* B2.7:5 [B29], 2.9:8 [B31]; 3.13:3 [B46]), it was used by two Aramean scribes to introduce the subordinate penalty clauses (*TAD* B2.11:10 [B33]; 3.13:6-8, 10 [repeatedly [B46]]).

¹⁹ I.e., repudiate you; see B. Porten and H.Z. Szubin, *ILR* 29 (1995), 54-57.

²⁰ I.e., children from another marriage or other beneficiaries.

²¹ Jezaniah had only right of usufruct in the house but the work he would put into it would guarantee that it went to his children from Mibtahiah.

²² For this act see on *TAD* B2.3:18-19 (B25). The house, after all, belonged to Mibtahiah but Mahseiah denied her the right to reclaim more than half should her husband put in improvements.

²³ Even the half he was entitled to hold onto after Mibtahiah's act of reclamation was to go only to their joint children.

²⁴ For this phrase see on *TAD* B2.3:12 (B25).

²⁵ A similar statement was posited for the potential suit of Mahseiah against Mibtahiah — "I did not give you" (*TAD* B2.3:20 [B25]).

²⁶ The same penalty as in the potential suit against Mibtahiah (*TAD* B2.3:21-22 [B25]), except that here there was no following *clausula salvatoria* (for which see on *TAD* B2.1:7-8 [B23]).

²⁷ He was the same scribe who drew up the document for Mibtahiah (*TAD* B2.3:27-28 [B25]).

²⁸ See on *TAD* B2.2:17 (B24).

Witnesses

The witnesses ¹⁷herein:²⁹

- (2nd hand) witness Hosea son of Pelaliah;³⁰
 (3rd hand) witness Zechariah son of Nathan;
¹⁸(4th hand) witness Gemariah son of Mahseiah;³¹
 (5th hand) witness Zechariah son of Meshullam;
¹⁹(6th hand) witness Maaziah son of Malchiah;
 (7th hand) witness Shemaiah son of Jedaniah;
²⁰(8th hand) witness Jedaniah son of Mahseiah;
 (9th hand) witness Nathan son of Ananiah;
 (10th hand) witness Zaccur son of Zephania^h³²
²¹(11th hand) witness Hosea so[n of] Deuiah/Reuiah;
 (12th hand) witness Mahsah son of Isaiah;
²²(13th hand) witness Hose[a son of I]gdal.

²⁹ Except for the first and third witnesses, who exchanged slots, all the others signed in the same order here as in the previous document (*TAD* B2.3:29-34 [B25]).

³⁰ He was the third witness in the companion document (*TAD* B2.3:30 [B25]).

³¹ He was the first witness in the previous document (*TAD* B2.3:29 [B25]).

³² The signature ran to the very end of the line and the final *he* was written supralinearly.

B27

TAD B2.5 Cowley 48 (Sachau Plate 35)

BETROTHAL CONTRACT FRAGMENT

DATE: Ca. 459 or 449 BCE
SIZE: 2 fragments: 13 cm wide by 2 cm high; 5 cm wide by 1.2 cm high (restored width: 30 cm)
LINES: 4, perpendicular to the fibers on the recto
PLACE: Elephantine
PARTIES: PN to Mahseiah (son of Jedaniah?)
OBJECT: Betrothal
WITNESSES: 3+
SCRIBE: Nathan son of Anani(?)

This very fragmentary piece may be a betrothal agreement. The father of the bride is Mahseiah, probably the one who is father of Mibtahiah. If so, then the prospective groom would have been either Jezaniah son of Uriah (*TAD* B2.3:6-7 [B25], B2.4 [B26]), and the document have been drawn up at the end of 459 BCE, or Eshor son of Djeḥo (*TAD* B2.6 [B28]), and the document have been drawn up a decade later (449 BCE). All that remains of the reconstructed contract is a penalty clause — a promise by the groom to pay the father a sum of money if he backs down on his promise to take the daughter, restored here as Mibtahiah, in marriage. The scribal hand appears to be that of Nathan son of Anani.¹

RECTO

(BEGINNING MISSING)

Penalty [... *And if I do not give you*] ¹this silver² which is written above³ and I do not co[me⁴ to Miptahiah]⁵ ²your daughter to take her for wifhood,⁶ I shall give to Mahseiah⁷ [silver, *x karsh* ...]

(TEXT MISSING)

Witnesses [PN] ³son of Zaccur ... [...] ⁴Meshull[am] son of P[N ...]⁸

(BOTTOM MISSING)

¹ For discussion, see B. Porten in I.D. Passow and S.T. Lachs, eds, *Gratz College Anniversary Volume* (Philadelphia, 1971), 256-257.

² This may have been the *mohar* which the groom regularly gave the person in charge of the bride; see on *TAD* B2.6:4-5 (B28).

³ For this expression see on *TAD* B2.1:10 (B23).

⁴ For this verb in similar context see on *TAD* B2.1:3 (B23).

⁵ This is the spelling of the name (with "p" rather than "b") employed by the scribe Nathan son of Anani; see on *TAD* B2.7:2 (B29).

⁶ After having asked the father to "give" him his daughter for "wifhood" (see on *TAD* B2.6:3 [B28]), the groom "took" her for a wife (cf. Deut. 21:11, 22:13-14, 25:8; 1 Sam. 25:39; 2 Sam. 12:9; *et al.*).

⁷ For the alternation between second and third person speech within a sentence, see on *TAD* B2.7:4 (B29).

⁸ With names one under the other, this fragment seems to contain the witnesses.

B28

TAD B2.6 Cowley 15 (Sayce-Cowley G) PLATE 1

DOCUMENT OF WIFEHOOD

DATE: 14 October, 449 BCE
 SIZE: 28 cm wide by 83.5 cm high
 LINES: 39, perpendicular to the fibers on the recto, parallel to the joins; endorsement missing; folded from bottom to top
 PLACE: Elephantine
 PARTIES: Ešor son of Djeḥo to Mahseiah son of Jedaniah
 OBJECT: Wifehood
 WITNESSES: 4(+?)
 SCRIBE: Nathan son of Ananiah

Although widowed, Mibtahiah may not be sought directly but only from her father. As a suppliant for a loan or for building rights approached his prospective lender or neighbor, the Egyptian royal builder Ešor approached the father of his desired bride. Granted his request in exchange for a ten-shekel *mohar*, he invested her in her new status (lines 3-6), again like the petitioner, but with a statement echoing a Biblical formula (see notes). The thrust of this and similar wifehood documents was the guarantee of the bride's pecuniary rights during the marriage and in case of repudiation by, or the death of, her spouse. Much space was devoted to detailed enumeration of the items of her dowry (totaling 65.5 shekels, including the *mohar*) and several supralinear additions and corrections suggest last minute changes (lines 6, 8, 16). All these personal items, garments, vessels, and toiletries, reverted to her in case of repudiation (lines 6-16, 24-25, 27-28). But the repudiating party lost the *mohar* and was obliged to pay a 7½ shekel compensation. Like Mibtahiah, Ešor was probably married before and special clauses were required to guarantee Mibtahiah's rights and status. He could not alienate his property without her consent, could not bequeath it to a previous wife or children, and no one could evict her from his house after his death (a provision also in Jehoishma's contract [TAD B3.8:31-32 [B41]] — all subject to twenty karsh penalty for violation (lines 29-36). The major clauses (Repudiation and Death), the ones recurring in the other wifehood documents, were reciprocally formulated, guaranteeing the rights of the husband as well as the wife (lines 17-29).

RECTO

Date ¹On the 24th [of] Tishri, [that is day] 6 of the month of Epeiph, [y]ear [16 of Artaxerx]es [the] king,¹
 Parties ²said Ešor son of Dje[ḥo],² a builder of the king,³ to Mah[seiah],⁴ an A]ramean of Syene of the detachment of ³Varyazata,⁵ saying:

¹ This date has been much scrutinized. Repeated examination of the papyrus revealed that we must read 24 Tishri = 6 Epeiph which will synchronize in 16 Artaxerxes I, yielding October 14, 449; B. Porten in S. Shaked and A. Netzer, *Irano-Judaica II*, 21-22.

² His name and occupation indicate that he was Egyptian but later documents for his sons designated them "sons of Nathan" (see on TAD B2.10:3 [B32]). Had he "converted?"

³ See on TAD B2.8:2 (B30).

⁴ Quite uniquely, Mahseiah son of Jedaniah was recorded here without patronymic.

⁵ This was the same designation he bore in 471 (TAD B2.1:2-3 [B23]).

Marriage ⁶	I [c]ame to your house (and asked you) to give me ⁷ your daughter Mipta(h)iah ⁸ for wifehood. ⁹
Investiture	⁴ She is my wife and I am her husband ¹⁰ from this day and forever. ¹¹
Mohar	I gave you (as) <i>mohar</i> ¹² for ⁵ your daughter Miptahiah: [silver], 5 shekels ¹³ by the stone(-weight)s of [the] king.
5.0 shekels	
Satisfaction I	It came into you and your heart was satisfied ¹⁴ ⁶ herein.

⁶ As at Elephantine, so in most Neo-Babylonian documents and in the early Egyptian documents down through the end of the 26th Dynasty, the groom did not approach the bride but someone responsible for her. The statements in the Marriage clause were narrative introduction and not "creative" of the matrimonial "relationship." They were declarative and not constitutive. See B. Porten and H.Z. Szubin, *ILR* 29 (1995), 48-49.

⁷ For this "supplicant" terminology see on *TAD* B2.1:3 [B23].

⁸ For the spelling of her name see on *TAD* B2.7:2 [B29].

⁹ The expression "give for wifehood" (נתן לאנת) has its Akkadian forerunner in *nadānu ana aššūti*; see E.G. Kraeling, *Brooklyn Museum Aramaic Papyri*, 146.

¹⁰ This affirmative formula (also in *TAD* B2.6:4 [B28], B3.8:4 [B41]; 6.1:3-4) echoed the negative Biblical formulation, "She is not my wife and I am not her husband" (Hos. 2:4). As an oral formula at Elephantine it may have been the *verba solemnia* pronounced in contemplation of marriage, but in our documents it functioned as an investiture clause affirming status. Such a sequence appeared in a building grant — "I came to you and you gave me the gateway of your house to build a wall there. That wall is yours" (*TAD* B2.1:3-4 [B23]). Its main thrust was to introduce the events that precipitated the contractual obligations of the respective parties. Similar declarations were to be found in cuneiform texts throughout the ages; G.P. Hugenberger, *Marriage as a Covenant* (Leiden, 1994), 216-239.

¹¹ The phrase occurred commonly in the investiture clause in conveyances and manumissions (see on *TAD* B2.3:9 [B25]) and in documents of wifehood (*TAD* B2.6:4 [B28]; 3.8:4 [B41]; 6.1:4), where its legal thrust was of limited, though unspecified duration, hence ultimately finite. Precluding voluntary dissolution, the matrimonial status was binding only "until death do them part."

¹² Biblical law had a stock phrase "*mohar* of the virgins/maidens" (Exod. 22:15-16). It was a gift (Gen. 34:12) by the groom to the father of the bride, effecting betrothal (2 Sam. 3:14). It might be paid in labor (Gen. 29:18) or in kind (1 Sam. 18:25) and its value was normally returned to the young couple — witness the righteous indignation of Jacob's wives that their father Laban "sold us and indeed consumed our money" (Gen. 31:15). Similar payments and practice of return were found throughout the ancient Near East — Akkadian *terhatum* (CH 138-139, 159-161, 163-164, 166), Egyptian *sp n s-ḥm.t* (*P. Berlin* 13593.3 [C33]), and Arabic *ṣadāq* (*P. Or. Inst.* 10552r.3 [F2]); G.P. Hugenberger, *Marriage as a Covenant*, 240-247. For its disposition, see on lines 7, 27.

¹³ The *mohar* for the unwed maiden Jehoishma was 1 karsh (= 10 shekels), but none was paid for the handmaiden Tamet (*TAD* B3.8:4-5 [B41], 3.3 [B36]). In 198 BCE the man of Afonti paid three copper debens (= ½ silver kate/shekel) directly to the lady Tshenese (*P. Berlin* 13593.3 [C33]).

¹⁴ This term of satisfaction was used to receipt a *mohar* and dowry, as here and in line 15 (also *TAD* B3.8:5 [B41]; 6.1:5), the purchase price for a house (*TAD* B3.4:6 [B37], 3.12:6, 14, 26 [B45]), payment (*TAD* B3.2:4 [B35]) or oath (*TAD* B2.8:5 [B30]) in settlement of a suit, or any sort of payment or transfer of goods (*TAD* B4.4:9; 5.5:7). Once it is preceded by the statement "you have satisfied our heart," though how in just that case remains uncertain (*TAD* B2.9:9 [B31]).

Dowry	[Your daughter] Miptahiah brought in to me in (ERASURE; your) her hand: silver money ¹⁵	1 karsh by the stone(-weight)s of the king, ² silver 2 q(uarters) to the 10. ¹⁶
12.0 shekels	She brought into me in her hand: ¹⁷ 1 new garment of wool, ¹⁸ striped ⁸ with dye doubly-well; ¹⁹ it was ²⁰ (in) length 8 cubits by 5 (in width), ²¹	worth (in) silver 2 karsh ⁸ shekels ⁹ by the stone(-weight)s of the king; ²²
28.0 shekels	1 new SHAWL; ²³ it was (in) length 8 cubits by 5 (in width),	worth ¹⁰ (in) silver 8 shekels by the stone(-weight)s of the king;
8.0 shekels	another garment of wool, FINELY- WOVEN; ²⁴ it was ¹¹ (in) length 6 cubits by 4 (in width), ²⁵	worth (in) silver 7 shekels;
7.0 shekels	1 mirror of bronze, ²⁶	worth ¹² (in) silver 1 shekel, 2 q(uarters);
1.5 shekels	1 bowl of bronze,	worth (in) silver 1 shekel, 2 q(uarters); ²⁷
1.5 shekels	2 cups of bronze,	¹³ worth (in) silver 2 shekels;
2.0 shekels	1 jug of bronze,	worth (in) silver 2 q(uarters).
.5 shekels	All the silver ¹⁴ and the value of the goods: ²⁸	(in) silver 6 karsh, 5 shekel, ²⁹ 20 hallurs by the stone(- weight)s of the ¹⁵ king, silver 2 q(uarters) to the 10.
65.5 shekels		
Satisfaction II	It came into me and my heart was satisfied herein. ³⁰	
6 Unpriced Items	1 bed of papyrus-reed on which are ¹⁶⁴ ¹⁵ INLAYS ³¹ ¹⁶ of stone; ³² ¹⁶ 1 TRAY of <i>slq</i> ; 2 ladles; 1 new BOX OF palm-leaf; 5 handfuls of castor oil; ³³ 1 PAIR of sandals. ³⁴	

¹⁵ This was cash and Jehoishma had almost twice as much — 22.125 shekels (TAD B3.8:5-6 [B41]). We find a similar payment in the Elephantine demotic contract — “money as money, 1 (deben)” (P. Berlin 13593.5 [C33]). After much haggling, Tamet secured 15 shekels cash and the amount was recorded in a separate statement on the verso of her contract after it had been all but tied and sealed. The language was similar to that here — “Tamet brought in to Anani in her hand silver, 1 karsh, 5 shekels” (TAD B3.3:16 [B36]).

¹⁶ The two shekels were added supralinearly, as an addition made after the document had already been completed (see on line 14).

¹⁷ See also TAD B3.3:4 (B36). A variant formula was “Jehoishma your sister brought in to me in(to) my house” (TAD B3.8:5 [B41]). Aramaic, unlike demotic, had no single term for “dowry.” The demotic contract read “Here is the inventory of the woman’s possessions (*nkt.w n s-ḥm.t*) which you brought to my house with you” (P. Berlin 13593.4 [C33]). Marriage normally entailed in *domum deductio*. The *mohar* was not

included in the following list though it was factored into the total (lines 13-15). Strictly speaking, it was not "brought in" by Mibtahiah, but probably given directly by Mahseiah.

¹⁸ For discussion of these garments see B. Porten, *Archives from Elephantine*, 88-89. The objects were listed in descending order of value.

¹⁹ Alternately, two-toned.

²⁰ This singular verb (היה) was repeated for the next two items and occurred elsewhere in the measurement formula for houses (*TAD* A2.3:2-3 [B25]; 3.5:5-6 [B38], 3.7:4 [B40]). Here it seems to be elliptical for "its measurements was (= were)."

²¹ The 8 × 5 cubit size was apparently standard. Jehoishma's large new woolen garment measured just slightly less — 7½ × 4½ (*TAD* B3.8:6-7 [B41]). The garments in the Egyptian contract bore no measurements.

²² Reaching the end of the line the scribe wrote six numerical strokes supralinearly. He later increased the amount by adding two more (see on line 14).

²³ The same garment was found in Tshenese's dowry, but the precise meaning is no more certain there than here (*P. Berlin* 13593.5 [C33]). It also appeared in a fragmentary Aramaic contract, where it measured 7 × 4½ cubits and was valued at 4½ shekels (*TAD* B6.2:5-6), a little over half less than Mibtahiah's SHAWL worth 8 shekels.

²⁴ For inconclusive discussion of this *niphal* loanword (נִפְּחָה) see J.A. Fitzmyer in H. Goedicke, *Studies ... Albright*, 154-155, also for the following bronze items (lines 11-13).

²⁵ The 6 × 4 cubit size was standard for the smaller garment. Jehoishma had five such small garments, both woolen and linen, with these, or approximately these, measurements (*TAD* B3.8:7-12 [B41]; also fragmentary 6.2:4-5).

²⁶ This and the following are literal translations of what concise English would designate "bronze mirror," "reed bed," "palm-leaf box." Jehoishma had the same five bronze vessels (mirror, bowl, 2 cups, and jug) and the values varied but slightly (*TAD* B2.6:11-13 [B28]). In her contract, however, they were separately captioned and tallied, much as the copper objects in Tshenese's contract were grouped together (see on line 14).

²⁷ The letter looks much more like a *kaph*, abbreviating כף, "hand" (= ½) than a *resh*, abbreviating רבץ, "quarter" (see on *TAD* B3.5:7 [B38]).

²⁸ Jehoishma's contract specified the items — garments, bronze vessels, money, and *mohar*. Mibtahiah had a *mohar*, three woolen garments of considerable value, and five vessels of small value. Jehoishma likewise had a *mohar* and the same five bronze vessels but a larger wardrobe, including four woolen and four linen garments (*TAD* B3.8:5-15 [B41]). The Egyptian Tshenese had a woman's gift, five or six garments of considerable value, and at least four vessels of nominal value (*P. Berlin* 13593.5 [C33]). In all cases these were precisely appraised because they were to be returned in case of divorce. The Jewish woman had additional, unappraised items made of organic, non-metallic material — Mibtahiah, six such (*TAD* B2.6:15-16 [B28]) and Jehoishma, almost treble that amount (lines 17-21). The Egyptian woman, on the other hand, also had several pieces of gold jewelry and copper objects measured by weight, each group being evaluated separately (*P. Berlin* 13593.4-7 [C33]). None of the documents included realty or chattel.

²⁹ The scribe had originally written "1 shekel" in the singular, added two strokes on either side of the single numerical stroke after he made the double 2-shekel additions in lines 6 and 8, but failed to emend the singular "shekel" to plural "shekels."

³⁰ The demotic contract read "I received them from you; they are complete without any remainder; my heart is satisfied with them" (*P. Berlin* 13593.7 [C33]); see further on *TAD* B3.12:6 (B45). There was no similar statement of receipt and satisfaction in the documents of Tamet (*TAD* B3.3:6-7 [B39]) and her daughter Jehoishma (*TAD* B3.8:15-17 [B41]).

³¹ A second elusive *niphal* loanword (נִפְּחָה) in this document.

³² The six items of toilette listed below carried no caption, evaluation, or summation and must have been of known, standard value. Jehoishma had eleven such items; in addition to the six listed here there were jugs, a wooden chest, and three different kinds of oil and some of the items were held in greater quantity or enhanced value, viz, 2 TRAYS, 5 ladles, and *Persian* sandals (*TAD* B3.8:17-21 [B41]). See B. Porten, *Archives from Elephantine*, 90-94. The precise meaning of several of the words still eludes us; for discussion see J.A. Fitzmyer in H. Goedicke, *Studies ... Albright*, 156-159.

³³ A standard item in each of the dowries, this oil was frequently requested by relatives of Elephantine-Syene residents away from home; see on *TAD* A2.1:7 [B1].

³⁴ The last two items were added supralinearly.

- Death of Husband ¹⁷Tomorrow or (the) n[ex]t day,³⁵ should Ešor die not ¹⁸having ^{17a}a child, male or female, ¹⁸from Mipta[h]iah his wife, it is Miptahiah (who) has right to the house³⁶ ¹⁹of Ešor and [hi]s goods and his property and all that he has on the face of the earth,³⁷ ²⁰all of it.³⁸
- Death of Wife ²⁰Tomorrow or (the next) day, should Miptahiah die not ²¹having ^{20a}a child, male or female, ²¹from Ešor her husband, it is Ešor (who) shall inherit³⁹ from her her goods ²²and her property.
- Repudiation by Wife⁴⁰ Tomorrow o[r] (the) next day, should Miptahiah stand up in an assembly⁴¹ ²³and say:
 "I hated⁴² Ešor my husband,"⁴³
 silver of hatred⁴⁴ is on her head.⁴⁵ She shall PLACE UPON⁴⁶ ²⁴the balance-scale and weigh out to Ešor silver, 6[+1] (= 7) shekels, 2 q(arters), and all that she brought in⁴⁷ ²⁵in her hand she shall take out,⁴⁸ from straw to string,⁴⁹ and go away wherever she desires,⁵⁰ without ²⁶suit⁵¹ or without process.⁵²

³⁵ See on TAD B2.1:6 (B23).

³⁶ There was a double imbalance in these reciprocal clauses, one in favor of the surviving wife and one in favor of the surviving husband. Mibtahiah was granted rights to her deceased husband's house while no stipulation provided for the rights of Ešor, should he survive, to Mibtahiah's house, even though she owned one (TAD B2.3 [B25]). The same situation existed for Jehoishma vis-a-vis her husband Anani (TAD B3.8:28-30, 34-36 [B41]). On the other hand, Mibtahiah only "controlled," i.e. had "right to" (שליטה ב-) the "house, goods and property" of Ešor while he "inherited" (ירת) her "goods and property" (line 21). Similarly, Jehoishma could only [HOLD] ON TO HIM (= Anani) (אחזקה) (in regard to) his property but Anani, like Ešor, "inherited" her (TAD B3.8:29, 35 [B41]). In an early Greek will, the surviving spouse "controls" the deceased's property but does not inherit it (P. Eleph. 2.3-4 [D3]).

³⁷ This unique expansion was probably due to Ešor's presumed prior marital status and conceivable encumbrances therefrom. The phrase emphasized that nothing whatsoever was to be excluded from Mibtahiah's possession.

³⁸ Theoretically, the Aramaic word "all of it" (כלה) could refer to the property or the earth. But the demotic parallel (*nt nb [n nk.w] n p: t [dr:f]*, lit. "every which [of property] in the world [to its limit]" = "every kind of property in the whole world") argues for interpreting our phrase as "on the face of the whole earth." See B. Porten in J.H. Johnson, ed., *Life in a Multi-Cultural Society* (Chicago, 1992), 260

³⁹ See on line 18.

⁴⁰ Like the Death clauses so the Repudiation clauses were reciprocal and affected both parties. The opening statement was identical with chiasmic reversal of the parties and titles — "Ešor my husband" but "my wife Miptahiah." Similar chiasmic reversal occurred in Tamet's contract, also written by the scribe Nathan — "Tamet my wife" vis-a-vis "my husband Anani" (TAD B3.3:7, 9 [B36]).

⁴¹ Demotion of matrimonial status required public notice, e.g. formal declaration in an assembly (בעדה [apparently a Hebrew loanword]).

⁴² Pronounced by both the husband and the wife, this word (שנא) has been taken as a technical term for divorce. But neither the Biblical homonym, nor the Akkadian synonym *zêru* and the Egyptian synonym *mst*, both of which occur in marriage contexts, means "divorce." Both the Biblical and Akkadian terms signify repudiation or rejection, the effect of which is a breach of contract and demotion of status. The presence in the Bible of the "hated wife" (= Leah vis-a-vis Rachel [Gen 29:31-33]) and the law concerning the rights of the first-born by such a wife (Deut 21:15-17) are decisive for our understanding that in a polygamous society one wife would be primary, "beloved," and the other secondary, "hated." To "hate" a wife was to demote her to the status of a secondary wife, "a hated wife." To "hate" a husband meant negating her status as primary wife and may have entailed denial of conjugal rights (cf. CH 142 and commentaries thereto). See B. Porten and H.Z. Szubin, *ILR* 29 (1995), 55-56.

⁴³ Occurring also in Tamet's contract, this terse statement was expanded and varied in Jehoishma's document — "I hated my wife Jehoishma; she shall not be my wife" and "I hated you; I will not be your wife" (TAD B3.8:21-22, 25 [B41]).

⁴⁴ The pecuniary consequence of demotion was the imposition of a fixed monetary compensation (7½ shekels [see also TAD B3.3:8, 10 [B36], 3.8:22, 25 [B41]]) paid the repudiated spouse whose status was

Repudiation by
Husband

Tomorrow or (the) next day, should Ešhor stand up in an assembly ²⁷and say:

"I hated my [wif]e Miptahiah,"

her *mohar* [will be] lost⁵³ and all that she brought in ²⁸in her hand she shall take out, from straw to string, on one day in one stroke,⁵⁴ and go ²⁹away wherever she desires, without suit or without process.

Expulsion +
Penalty ¹⁵⁵

And [who]ever shall stand up against⁵⁶ Miptahiah ³⁰to expel her⁵⁷ from the house of Ešhor and his goods and his property, shall give her ³¹silver, 20 karsh,⁵⁸

diminished. It was not a fine or a penalty imposed on a party bearing the blame, but a contractually imposed compensation regardless of fault.

⁴⁵ An idiom denoting responsibility; see J.A. Fitzmyer in H. Goedicke, *Studies ... Albright*, 162.

⁴⁶ This requirement, stipulated also for Jehoishma (*TAD* B3.8:26 [B41]), has caused scholars much consternation. The meaning of the word is uncertain and it is not clear why only in this instance the procedure was to be followed. It was not laid down for the handmaiden Tamet (*TAD* B3.3:10 [B36]).

⁴⁷ This provision made it clear why the dowry items were enumerated and evaluated. Since strictly speaking *she* did not "bring in" the *mohar* (see on line 7), she would not take it out in case of repudiation by her just as she lost it in case of repudiation by him (line 27) and just as Jehoishma lost it if she repudiated Anani (*TAD* B3.8:24-25 [B41]).

⁴⁸ The formula in Jehoishma's contract varied noticeably — "All that she brought in in(to) his house he shall give her," adding the amount to be paid (*TAD* B3.8:22-23 [B41]).

⁴⁹ "An alliterative phrase, expressing figuratively a totality by the use of extremely small samples;" J.A. Fitzmyer, in H. Goedicke, *Studies ... Albright*, 163.

⁵⁰ The other option, offered Jehoishma, was to "go to her father's house" (*TAD* B3.8:28 [B41]). No option was offered the handmaiden Tamet (*TAD* B3.3:10 [B36]).

⁵¹ The scribe mistakenly wrote רן for רן .

⁵² See on *TAD* B2.3:14 (B25).

⁵³ I.e. forfeit. Was this payment in lieu of the "silver of hatred" or had the scribe omitted that payment by oversight or as an ellipsis? Jehoishma's contract specified loss of *mohar*, as well as payment of "silver of hatred," in case of repudiation by the wife, not, as here, by the husband. But its loss was implicit in case of repudiation by the husband because the contract recorded the amount she was entitled to receive, and this included the *mohar* (*TAD* B3.8:23, 25 [B41]).

⁵⁴ The property was not to be returned in installments nor the severance phased in time, thereby punctuating sharply the change of status. Presumably the same procedure followed in case of repudiation by the wife, as it did in the contract of Jehoishma (*TAD* B3.8:28 [B41]). The clause was not included in Tamet's contract since she hardly had any property to begin with (*TAD* B3.3:9-10 [B36]). The demotic contract had the phrase "compulsorily, without delay" (*P. Berlin* 13593.7 [C33]).

⁵⁵ In Jehoishma's contract this clause followed directly upon the Death of Husband clause (see *TAD* B3.8:28-32 [B41]) and so here, too, it must have pertained to expulsion from Ešhor's house after his death. But the scribe placed the clause at the end because he wished to group together three clauses protecting Miptahiah's pecuniary rights, each under a twenty karsh penalty (lines 29-36). The "expel" and "remove" prohibitions, here separated (see line 35), were combined in Tshenese's demotic contract (*P. Berlin* 13593.7-8 [C33]).

⁵⁶ See on *TAD* B3.6:7 (B39).

⁵⁷ See on *TAD* B3.7:16 (B40).

⁵⁸ The same penalty for eviction was levied in Jehoishma's contract (*TAD* B3.8:32 [B41]); see on 2.1:7 (B23).

Reaffirmation of Rights	and do to her the law of this document. ⁵⁹
Exclusion of other Heirs	And I shall not be able to say: ³² “I have another wife besides Mipta(h)iah and other children besides the children whom ³³ Miptahiah shall bear to me.” ⁶⁰
Penalty II	If I say: “I have other chi[ldren] and wife besides ³⁴ Miptahiah and her children,” I shall give to Miptahiah silver, 20 karsh by the stone(-weight)s of ³⁵ the king.
Non-Removal of Property	And I shall not be able to RE[LEASE] ⁶¹ my goods and my property from Miptahiah.
Penalty III	And should I remove ⁶² them ³⁶ from her (ERASURE: in accordance with [this] document but), I shall give to Miptahiah [silve]r, 20 karsh by the stone(-weight)s of the king. ⁶³
Scribe	³⁷ Wrote Nathan son of Ananiah ⁶⁴ [this document at the instruction of Eshor].
Witnesses	And the witnesses herein: ⁶⁵ ³⁸ (1 st hand) Penuliah son of Jezaniah; ⁶⁶ (2 nd hand) [...]iah ⁶⁷ son of Ahio; (3 rd hand) Menahem son of [Za]ccur; ⁶⁸ ³⁹ (4 th hand) witness: Vyzblw ⁶⁹ [(BOTTOM MIDDLE BAND AND ENDORSEMENT MISSING)

⁵⁹ The clause stipulated specific performance, i.e. guarantee her the right to Eshor's property which the document stipulated (lines 17-20); similarly in *TAD* B3.8:32 (B41). Identical language was employed in the demotic contract of Tshenese against someone “throwing her out” of her husband's house or “removing” his possessions from her (see below lines 35-36 [*P. Berlin* 13593.7-8 (C33)]).

⁶⁰ This provision asserted that there was no wife or children from a previous marriage who might lay claim to Eshor's estate; B. Porten, *Archives from Elephantine*, 253-54. The early Greek marriage document stated, “Let it not be permitted to Herakleides to bring in another woman as an outrage to Demetria, nor to have children by another woman ...” (*P. Eleph.* 1.8-9 [D2]).

⁶¹ For restoration of the word אהור [Eshor], see J.A. Fitzmyer in H. Goedicke, *Studies ... Albright*, 166.

⁶² See on lines 29-30 and *TAD* B3.11:12-13 (B44).

⁶³ Alienation of his property without Mibtahiah's consent would cost Eshor heavily; J.A. Fitzmyer in H. Goedicke, *Studies ... Albright*, 166.

⁶⁴ See on *TAD* B2.3:32 (B25).

⁶⁵ One or two more witnesses may have signed in the missing band, possibly bringing the number up to six, a multiple of three, as in Tamet's contract (*TAD* B3.3:15 [B36]). Six witness were present in Jehoishma's contract but the last band was lost and there may have been two more (*TAD* B3.8:43-44 [B41]). Only four witnesses signed the fragmentary document of Abihi (*TAD* B6.4:9-10).

⁶⁶ Appeared only here; probably the father of the witness Jezaniah son of Penuliah in 416 BCE (*TAD* B2.10:19 [B32]).

⁶⁷ Among the candidates for this name are the scribes Gemariah son of Ahio (*TAD* B2.2:18 [B24] {464}; 4.2:16 [B48] {ca. 487}), who would be quite senior in 449, and (his brother?) Pelatiah son of Ahio (*TAD* B2.1:15 [B23] {471}), but comparison of the handwriting is inconclusive due to the fragmentary nature of the signature here.

⁶⁸ He also witnessed the wifehood document of Tamet drawn up by the same scribe two months earlier (*TAD* B3.3:15 [B36]).

⁶⁹ The name, or a variant thereof, appeared twice again and each time was difficult to decipher. Once, as witness to another document of Mahseiah, it was partly restored, with the final *waw* uncertain, as son of *yrly*, (*TAD* B2.7:18 [B29]) and the second time it was prefaced by the word “house” (*TAD* B3.4:24 [B37]). In both cases the party was designated “Caspian.”

B29

TAD B2.7 Cowley 13 (Sayce-Cowley E)

GRANT OF HOUSE TO DAUGHTER

DATE: 17 November, 446 BCE
SIZE: 29.5 cm wide by 46.5 cm high
LINES: 21 (= 20, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers), folded from top to bottom
PLACE: Elephantine
PARTIES: Mahseiah son of Jedaniah to Miptahiah, his daughter
OBJECT: House
WITNESSES: 6
SCRIBE: Nathan son of Ananiah

Much as this document is compositionally rife with spelling errors and inconsistencies, it was nonetheless aesthetically structured. The Transfer clauses (lines 2-7) were chiasmically arranged with the key word "gave" (תָּבַח) recurring seven times:

- a. I gave you the house which Meshullam son of Zaccur son of Ater, Aramean of Syene, gave me
- b. and a document he wrote for me about it.
- c. And I gave it to Miptahiah in exchange for her goods which she gave me.
- d. I consumed them but did not find silver or goods to repay you.
- c. I gave you this house in exchange for your goods worth 5 karsh.
- b. And I gave you the old document which that Meshullam wrote for me.
- a. This house — I gave it to you and withdrew from it.

Wanting to maintain this tight structure intact, the professional scribe Nathan shifted the Boundaries clause to the end of the document (lines 13-15). This shift also gave him the opportunity to duplicate the Investiture clauses, granting Miptahiah limited rights of alienation the first time (line 7) and unlimited rights the second time (line 16). Any suit by him or his related parties would be penalized by the standard ten karsh penalty (lines 8-11). He transferred to her Meshullam's deed of sale and affirmed that no alleged prior document by him would invalidate the present one (lines 6-7, 11-12). Uniquely, he signed his name as a witness; two of the remaining five were Caspians and one was Iranian (lines 17-20).

RECTO

Date ¹On the 2nd of Kislev, that is day 10 of the month of Mesore, year 19 of Artaxerxes the king,¹
Parties said Mahseiah son of ²Jedaniah, an Aramean of Syene of the detachment of Varyazata,² to Miptahiah³ his daughter,⁴ saying:

¹ In 19 Artaxerxes I (= 446), 2 Kislev = November 19 while 10 Mesore = November 17. Even if this document were written at night, the scribe Nathan son of Anani ran ahead of himself by one day, as he did in other contracts (TAD B3.1 [four day gap {B34}], 3.3 [B36]); see B. Porten in S. Shaked and A. Netzer, eds, *Irano-Judaica II*, 22-23, 25 and Figure 8 in TAD B.

² The same designation he had in 471 and 449 (TAD B2.1:2 [B23], 2.6:2-3 [B28]). In 464 he was called a "Jew of Elephantine" but still with the detachment of Varyazata (TAD B2.2:3-4 [B24]). Only in 459 was he uniquely designated "Jew, hereditary-property-holder in Elephantine of the detachment of Haumadata" (TAD B2.3:2 [B25]).

³ In a /b/ > /p/ phonetic shift the name Mibtahiah ("Yah is Trust") often appeared as Miptahiah (lines 4, 21; TAD B2.6 throughout [B28], both drawn up by Nathan son of Anani; 2.8:14 [in alternation with Mibtahiah {line 2 [B30]}]; 5.5:3, 11, 13 [B49]).

⁴ See on TAD B2.3:2-3 (B25).

Transfer I	I gave ⁵ you
Object	the house
Pedigree ⁶	³ which Meshullam son of Zaccur son of Ater, ⁷ an Aramean of Syene, ⁸ gave me for its value ⁹ and a document he wrote for me about it. ¹⁰
Transfer II	⁴ And I gave it ¹¹ to Miptahiah ¹² my daughter.
Consideration I	in exchange for her goods which she gave me. When I was GARRISONED ¹³ in (the) fortress, I consumed ⁵ them ¹⁴ but did not find silver or goods to (re)pay you.
Transfer III	Afterwards, ¹⁵ I gave you this house
Consideration II	⁶ in exchange for those, your goods valued in silver (at) 5 karsh.
Document Transfer	And I gave you the old document which ⁷ that Meshullam ⁶ wrote ⁷ for me concerning it. ¹⁶
Transfer IV	This house — I gave it to you
Withdrawal I	and withdrew ¹⁷ from it.

⁵ For the term, see on *TAD* B2.3:3 (B25).

⁶ It was standard procedure in a bona fide conveyance to include pedigree (see *TAD* B3.5:3-4 [B38]; *P. Wien* D 10150.2 [C28]; *P. Paris* 17.6-7 [D14]; *P. Münch* 16.10-15 [D21]; *P. Lond.* V 1722.14-17 [D22]; *P. Münch* 8.15-20 [D23]; *et al.*; and Egyptian documents cited in B. Porten and H.Z. Szubin, *JNES* 41 [1982], 124-26).

⁷ A prominent figure in the Aramaic papyri, Meshullam appeared as creditor (*TAD* B3.1:2-3 [B34]) and slave-owner who gave away his Egyptian handmaiden in marriage (*TAD* B3.3 [B36]) and before his death emancipated and adopted her and her daughter (*TAD* B3.6 [B39]). He was variously designated "Jew of Elephantine the fortress" (*TAD* B3.1:3 [B34] [456 BCE]), "Aramean of Syene of the detachment of Varyazata" (*TAD* B3.3:2-3 [B36] [449]), "Aramean of Syene" (here [446]), and "Jew of Elephantine the fortress of the detachment of Iddinnabu" (*TAD* B3.6:2 [B39] [427]) and was the link between the Mibtahiah and Anani family archives. It was not unusual for a party or a witness to display a three- or four-generation genealogy (witnesses [*TAD* B2.9:18 ([B31]), 2.10:18 [B32]), 2.10:3 [mother of alienee [B32]]). In two cases the identity of the grandfather was pertinent to the transaction (*TAD* B2.9:2, 18-19 [B31], 2.10:2 [B32]). For no apparent reason, the like-named son-in-law of Anani bore a three and four-generation genealogy in the last three documents of the archive — Anani son of Haggai son of Meshullam son of Busasa (*TAD* B3.11:8 [B44], 3.12:2, 11 [B45], 3.13:1, 12 [B46]). It has been suggested that both Busasa and Ater, bearing non-typical names, entered Egypt at the time of the Persian conquest; N. Cohen, *Léšonénu* 31 (1966/67), 104-105.

⁸ See previous note.

⁹ Mahseiah deliberately omitted the price, perhaps to avoid invidious comparison between the high value of the goods received earlier in exchange (fifty shekels) and the assuredly lower value of the house. A much larger piece of property, albeit abandoned and run-down, cost Anani fourteen shekels (*TAD* B3.4:6 [B37]) and many years later part of that, rebuilt and refurbished, went for thirteen shekels (*TAD* B3.12:5 [B45]).

¹⁰ This preposition (also line 10) alternated here with "concerning" (line 7); see on *TAD* B2.4:4 (B26).

¹¹ But it did not turn up in our archive.

¹² The alternation between direct speech and third person address by name occurred not infrequently in the contracts (*TAD* B2.5:0-3 [B27], 2.8:10 [B30]; 3.10:5-6, 8, 15-18 [B43], 3.7:16 [B40], 3.11:10 [B44]); for fuller discussion see on *TAD* B2.1:11-12 (B23).

¹³ For the Old Persian loanword *תנודו/תנודו* see on *TAD* A4.5:7 (B17).

¹⁴ The goods were unspecified perishables.

¹⁵ For this term see on *TAD* B2.4:8 (B26).

¹⁶ Previous documents were the best evidence of pedigree and it was standard procedure to pass them on to the new owner; *TAD* B3.12:31-32 (B45); *P. Wien* D 10151.4-6 (C29); *P. Moscow* 135.4 (C30); *P. Münch*. 16.13-14 (D21); *P. Lond.* V 1722.26-28 (D22); *P. Münch* 4.18-19 (D34); 9.61 (D40).

¹⁷ The technical term *רחק* indicated that the alienor had relinquished all rights to the object. Withdrawal regularly followed upon conveyance, whether motivated (line 16; cf *TAD* B3.4:11, 13 [B37]; 5.5:4, 8 [B49]) or not (*TAD* B2.10:4 [B32]); or upon a loss of suit (*TAD* B2.8:6 [B30], 2.9:9 [B31]; 3.2:7 [B35]). In the latter instance, it was preceded by a statement of satisfaction. Occasionally the scribe added "from

Investiture I	Yours it is and your children's ⁸ after you and to whomever you love ¹⁸ you may give it.
Waiver of Suit	I shall not be able ¹⁹ — I, or my children, or seed ²⁰ of mine, or ⁹ another ⁸ person ²¹ — ⁹ to bring against you suit or process in the name of ²² that house which I gave you and ¹⁰ about which ⁹ the document I wrote for you.
Penalty	¹⁰ Whoever shall institute against you suit or (pro)cess — I, or brother or sister, near or far, member of a detachment or member of a town ²³ — ¹¹ shall give you silver, 10 karsh, ²⁴
Reaffirmation	and (the) house is likewise yours. ²⁵
Document Validity	Moreover, another person shall not be able to take out against you ¹² a new or old ¹¹ document ¹² but (only) this document which I wrote and gave you. Whoever shall take out against you a docu(ment), I did not wri[te it]. ²⁶
Boundaries	¹³ Moreover, behold these are the boundaries of that house: ²⁷ above it is the house of Jaush son of Penuliah; ²⁸ below it ¹⁴ is the Temple ²⁹ of YHH ³⁰ (the) God; east of it is the house of Gaddul son of Osea ³¹ and the street is between them; ¹⁵ west of it is the house of Ḥarwodj son of Palṭu, priest of Ḥ[·]· the god. ³²
Transfer V	That house — ¹⁶ I gave it to you

this day and forever" (*TAD* B2.8:6 [B30], 2.9:9 [B31]; 3.4:11 [B37]; 5.5:4 [B49]). Withdrawal was either from the alienee (*TAD* B, 2.8:6 [B30], 2.9:9 [B31]; 3.2:7 [B35]; 5.5:4 [B49]), from the object, as here (line 16; *TAD* B3.4:11, 13 [B37]), or from both (*TAD* B2.10:4 [B32]; 5.5:8 [B49]).

¹⁸ This clause would seem to limit further alienation to heirs and beneficiaries (see on *TAD* B2.3:10 [B25]), but it was expanded in line 16.

¹⁹ I.e. I am not entitled.

²⁰ The reference to grandchildren occurred only here in our documents.

²¹ A beneficiary (see on *TAD* B2.3:10-11 [B25]).

²² I.e. "regarding." See on *TAD* B2.2:14 (B24).

²³ These three pairs are familiar from the first document in our archive (*TAD* B2.1:8-10 [B23]). Here they supplement and not repeat the three parties listed singly in the Waiver clause; thus the penalty would also cover "another person."

²⁴ This was the usual penalty; see on *TAD* B2.1:7 (B23).

²⁵ See on *TAD* B2.1:7-8 (B23).

²⁶ This was a common clause in house transfers; for a fuller version see *TAD* B2.3:15-18 (B25) and notes thereon.

²⁷ This section usually came toward the beginning of the document (*TAD* B2.2:7-11 [B24], 2.3:5-8 [B25], 2.10:4-8 [B32]; 3.4:7-10 [B37], 3.5:8-11 [B38], 3.7:5-8 [B40], 3.10:8-11 [B43], 3.11:3-6 [B44], 3.12:8-9a, 16-21 [B45]). Putting it at the end provided the opportunity to reconfirm the Transfer and Withdrawal clause and expand the Investiture clause to include parties beyond the circle of blood relatives and beneficiaries. For the boundaries formula see on *TAD* B2.2:7 (B24) and for the orientation of the building see plan in *TAD* B, Figure 3.

²⁸ Appeared only here in our documents.

²⁹ For the term see on *TADA* 4.7:6 (B19).

³⁰ This earlier spelling of the name YHW occurred only in *TAD* B3.2:2 (B35), by the same scribe as here, and regularly in the ostraca; see B. Porten, *Archives from Elephantine*, 105-106.

³¹ Appeared only here.

³² The Egyptian-West Semitic name combination is reminiscent of the names in the Makkibanit correspondence, e.g. Psami son of Nabunathan (*TAD* A2.3:14 [B3]). Those Aramean soldiers had temples in Syene to Banit, Bethel, Nabu, and the Queen of Heaven, but the name of the deity here is unrecoverable. Alternately, the praenomen might be West Semitic, the same name as in 2 Ki. 21:19 (Haruz = "Diligent, Sharp").

Withdrawal II	and withdrew from it.
Investiture II	Yours it is forever ³³ and to whomever you desire ³⁴ give it.
Scribe	Wrote ¹⁷ Nathan son of Ananiah ³⁵ ¹⁷ this document at the instruction of Mahseiah.
Witnesses	And the witnesses herein: ³⁶ (2 nd hand) Mahseiah wrote with ¹⁸ his own ¹⁷ hads; ³⁷ ¹⁸ (3 rd hand) Mithrasarah son of Mithrasarah; ³⁸ (4 th hand) Vyzb[l(w)] son of <i>ṛly</i> , a Caspian; ³⁹ ¹⁹ (5 th hand) witness Barbari son of Dargi(ya), a Caspian of the place ...; ⁴⁰ (6 th hand) Haggai son of Shemaiah; ⁴¹ ²⁰ (7 th hand) Zaccur son of Shillem. ⁴²
	VERSO
Endorsement	²¹ Document (<i>sealing</i>) of a house [which Ma]hseiah son of Jedaniah [wrote for Miptahia]h his daughter. ⁴³

³³ This abridged formula appeared also in *TAD* B2.10:9, 16 (B32); for the full formula see on *TAD* B2.3:9 (B25).

³⁴ Though occurring in the Investiture clause in the same construction as רחם, "love," this word צבי had a more expansive meaning and authorized alienation of the house as an estate in fee simple even to one outside the family circle of "loved ones;" see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 38; idem, *BASOR* 269 (1988), 38.

³⁵ Appearing as witness for Mahseiah in 459 (*TAD* B2.3:32 [B25], 2.4:20 [B26]), Nathan was a professional scribe who drew up one or two more documents for his family (*TAD* B2.5[?] [B27]), 2.6:37 [449 BCE (B28)], two more found in the Anani archive (*TAD* B3.1:20 [456 (B34)], 3.3:14 [449 (B36)]) and perhaps another two more (*TAD* B5.4; Cowley 66,8).

³⁶ Here and perhaps in *TAD* B3.8:43-44 (B41) there were only six witnesses, not the expected four or eight (see on *TAD* B2.1:15 [B23]). Was there also a system based on a multiple of three (as in *TAD* B3.3:15 [B36]), extending to nine (*TAD* B4.3:22-24, 4.4:19-21)?

³⁷ Only in one other case did a party to the contract (Mica son of Ahio) possibly sign as (third) witness (Micaiah son of Ahio [*TAD* B3.2:2, 10, 12 (B35)]); see demotic *P. Wien* D 10150.7 (C28), *P. Wien* 10151.8 (C29). The practice occurred regularly in contracts from the Dead Sea (*DJD* 18:9, 19:26, 21:21, 23:827:6, 28:11-1233:4, *et al.*). In a Byzantine settlement a party wrote three crosses as his "sign" (*P. Münch.* 7.85 [D36]).

³⁸ The Persian son bore the same name as his father. Present in one of the Ptolemaic Greek documents (Neoptolemos son of Neoptolemos [*BGU* VI 1247.3 (D8)]), the practice was otherwise unknown in the documents of the Achaemenid period. Was this witness the same as Mithrasarah the Magian who witnessed a contract of Anani in 434 (*TAD* B3.5:24 [B38])?

³⁹ So far both names defy persuasive explanation. In *TAD* B3.4:24 (B37) we have the strange witness signature "house of Vyzbl, a Caspian."

⁴⁰ See on *TAD* B2.1:18 (B23), 2.2:7 (B24). He is the only one here to preface his name with the designation "witness."

⁴¹ The praenomen is almost completely restored but the signature resembles the script of the professional scribe who was known to have written five or six contracts between 437 and 400 (*TAD* B3.4:23 [B37], 3.6:15 [B39], 3.10:22 [B43], 3.11:17 [B44], 3.12:32 [B45], and probably 4.6:18 [B51]) and to have signed as the first witness to a seventh (*TAD* B3.8:43 [427 (B41)]) and possibly, without patronymic, as the second witness to an eighth (*TAD* B3.13:13 [B46]).

⁴² With the same, large, elementary script he was the second witness in a contract drawn up by the preceding witness Haggai for Anani son of Azariah in 402 (*TAD* B3.10:24 [B43]). If the order of witnesses was by age, he and Haggai were young here in 449 and elderly in 402.

⁴³ In the endorsement of an earlier document, the scribe wrote the name in full ("Mibtah daughter of Mahsah" [*TAD* B2.3:35 (B25)]).

TAD B2.8 Cowley 14 (Sayce-Cowley F)

WITHDRAWAL FROM GOODS

DATE: 26 August, 440 BCE.
 SIZE: 29 cm wide by 41.3 cm high
 LINES: 14 (= 13, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Peu son of Paḥe/Pakhoi to Mibtahiah daughter of Mahseiah
 OBJECT: Goods
 WITNESSES: 4
 SCRIBE: Peṭeese son of Nabunathan

Mibtahiah (here called Miptahiah) and the Egyptian builder Peu engaged in litigation in Syene regarding silver, grain, clothing, vessels, and a document of wifehood. Mibtahiah won her claim through an oath by the Egyptian goddess Sati and Peu drew up this document of withdrawal, supporting his waiver of all future suit by a standard five karsh penalty. We may conjecture that the dispute involved goods left on deposit. The document was drawn up by an Aramean scribe in Syene and attested by four non-Jewish witnesses.

RECTO

Date ¹On the 14th of Ab, that is day 19 of Pachons, year 25 of Artaxerxes the king,¹
 Parties said Peu ²son of Paḥe/Pakhoi,² a builder³ of Syene the fortress, to Mibtahiah daughter of Mahseiah son of Jedania,⁴ ³an Aramean of Syene of the detachment of Varyazata,⁵
 Suit about⁶ the suit which we made⁷ in Syene,⁸ a LITIGATION⁹ about silver ⁴and grain and clothing and bronze and iron — all goods and property — and (the) wifehood document.¹⁰

¹ Since 14 Ab = August 27 in 25 Artaxerxes II and 19 Pachons = August 26 in that year, we must assume that this contract was written at night; see B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 21 and Figure 8 in *TAD B*.

² Both names are Egyptian.

³ Mibtahiah's second husband Ešor bore the title "builder of the king." We do not know what either of these tasks encompassed; see on *TAD B2.6:2* [B28]. The Aramaic word ארדיכל derived from the Akkadian *arad ekalli*, lit. "palace slave" which evolved into the specialized meaning "builder;" see J.A. Fitzmyer in H. Goedicke, ed., *Near Eastern Studies in Honor of William Foxwell Albright* (Baltimore, 1971), 147.

⁴ His name was spelled here with final *aleph* rather than *he*.

⁵ This designation, the same as that frequently borne by Mahseiah, would here seem to apply to his daughter Mibtahiah (see on *TAD B2.1:2* [B23]). Father and daughter belonged to the same detachment, as elsewhere husband and wife did (*TAD B3.4:2-3* [B37]).

⁶ It was unusual for the body of a document to begin with a prepositional clause and not with a verb (see on *TAD B2.4:3* [B26]).

⁷ For this rare expression "make a suit" (= "undertake a suit") see on *TAD B2.3:27* [B25].

⁸ The litigation was undertaken where Peu was located.

⁹ The word נטרת may be related to Old Persian *parat*, "fight, contend, curse", (S. Shaked orally). For earlier explanation of this word see B. Porten, *Archives from Elephantine*, 247.

¹⁰ This was the kind of all inclusive list of goods serving as security for loans (*TAD B3.1:9-10* [B34], 3.13:11 [B46]; 4.6:12 [B51]) or placed on deposit for safekeeping (*TAD B2.9:5-7* [B31]). Every item is singular, collective and "document" must have been similarly intended to designate a number of such. Subsequent supralinear addition of the word אנתו, "wifehood" limited this to a single document. It had

Oath	Then, ¹¹ the oath ¹² came ¹³ upon you and you swore to me about them by Sati the goddess. ¹⁴
Satisfaction	And my heart was satisfied ⁶ with that oath ¹⁵ which you made ¹⁶ to me about those goods
Withdrawal	and I withdrew ¹⁷ from you from ⁷ this day and forever. ¹⁸
Waiver of Suit	I shall not be able to institute against you suit or process — (against) you or son ⁸ or daughter of yours — in the name of ¹⁹ those goods about which you swore to me.
Penalty	If I institute against you ⁹ suit or process, or a son of mine or a daughter of mine ²⁰ institute against you (suit) in the name of that oath, I, Peu — or my children — ¹⁰ shall give to Mi(b)tahiah ²¹ silver, 5 karsh ²² by the stone(-weight)s of the king, without suit or without process,
Reaffirmation	¹¹ and I am withdrawn from every suit or process. ²³
Scribe and Place	Wrote Peteese son of Nabunathan this document ¹² in Syene ²⁴ the fortress at the instruction of Peu son of Paḥe/Pakhoi.

long been assumed that this referred to a marriage with Peu which was now dissolving (B. Porten, *Archives from Elephantine*, 245-47), but the new date proposed for TAD B2.6 (B28) would mean that Mibtahiah was married at the time to Ešhor. It is, therefore, best to take these goods, including what must have been the document of wifehood with Ešhor, as having been placed on deposit with Peu.

¹¹ Only here in our documents did this introductory adverb (ארין) occur in the body of the contract. For its regular usage, see on TAD B2.9:1 (B31).

¹² Aramaic מִטָּאָה; see on TAD B2.2:6 (B24).

¹³ Aramaic מִטָּאָה, also in TAD B7.2:7 (B50), with the meaning "was imposed."

¹⁴ Exculpatory oath was a known procedure for resolving a dispute between bailor and bailee in a case of deposit (cf. Exod. 22:8; 1 Ki. 8:31-32). Similar disputes were resolved by this type of oath in Byzantine times (*P. Münch.* 1.25-26 [D29], 6.7-8, 54-58 [D35]). Sati was the Egyptian goddess at Elephantine and an oath by her would certainly have satisfied the Egyptian Peu. It is not clear why the Jewess Mibtahiah would have agreed to take an oath by this pagan deity when her father, mother, and brother had earlier sworn to the Khwarezmian Dargamana by the Jewish God YHW (TAD B2.2:4-5 [B24]). See B. Porten, *Archives from Elephantine*, 151-54.

¹⁵ Just as had been the heart of Dargamana with the oath of Mahseiah (TAD B2.2:11-12 [B24]). For the phrase see on TAD B2.6:5 (B28).

¹⁶ I.e. the oath which you took for me.

¹⁷ Withdrawal (רחק) followed satisfaction in a loss of suit (see on TAD B2.7:7 [B29]).

¹⁸ A standard expression; see on TAD B2.3:9 (B25).

¹⁹ See on TAD B2.2:14 (B24).

²⁰ The Waiver and Penalty clauses have been composed with intentional ellipsis. The scribe omitted reference to suit by "son or daughter" in the Waiver clause (line 7) because he included it in the Penalty clause (lines 7-8) and conversely omitted suit against "son or daughter" in the Penalty clause (line 9) because he included it in the Waiver clause (lines 7-8). The clauses limited potential claimants and protected parties to heirs; see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 48-51.

²¹ The scribe shifted from first to third person, addressed by name (see on TAD B2.7:4 [B29]). Writing "I, Peu," he should have followed up with "you, Mib/ptahiah" (cf. TAD B3.5:5-6 [B38]). He also omitted the "p/b" in her name.

²² This penalty lay at the lower end of the scale (see on TAD B2.1:7 [B23]).

²³ See on TAD B2.2:15 (B24).

²⁴ The document was written at the site of the litigation by an Aramean scribe whose praenomen was Egyptian; see on TAD B2.2:17 (B24). A mixed Egyptian-Aramean onomasticon was characteristic of the Makkibanit letters addressed to Syene and Luxor (TAD A2.1-7 [B1-7]).

Witnesses

The witnesses herein:²⁵(2nd hand) Naburai son of Nabunathan;²⁶¹³(3rd hand) Luḥi son of Mannuki;²⁷(4th hand) Ausnahar son of Duma/Ruma;²⁸(5th hand) Naburai son of Vishtana.²⁹

VERSO

Endorsement

¹⁴Document (*sealing*) of withdrawal which Peu wrote for Miptah[ia]h.

²⁵ All the witness were non-Jews, probably residents of Syene, who appeared only here. None prefaced his name with the word "witness." Only four witnesses were required in documents concerning movables, including chattel (*TAD* B2.9:17-18 [B31], 2.11:15-16 [B33]; 3.1:21-22 [B34], 3.6:16-17 [B39], 3.13:13-14 [B46]; 4.2:12-15 [B48]; 5.5:12 [B49]).

²⁶ Both names are Aramaic. Might Naburai, the same name as the fourth witness, be a brother of the scribe?

²⁷ Both names are Akkadian.

²⁸ Both names are Arabian, a rare phenomenon in the Elephantine onomasticon.

²⁹ The praenomen is Aramaic and the patronym is Persian.

B31

TAD B2.9 Cowley 20 (Sayce-Cowley H)

WITHDRAWAL FROM GOODS

DATE: 2-30 September, 420 BCE
SIZE: 29.5 cm wide by 42.5 cm high
LINES: 20 (= 18, perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso parallel to the fibers); folded from bottom to top
PLACE: Elephantine
PARTIES: Menahem and Ananiah sons of Meshullam son of Shelomam to Jedaniah and Mahseiah sons of Ešhor son of Djeḥo and Mibtahiah daughter of Mahseiah
OBJECT: Goods
WITNESSES: 4
SCRIBE: Mauziah son of Nathan

It must have been shortly after the death of Ešhor that the brothers Menahem and Ananiah, grandsons of Shelomam sued Jedaniah and Mahseiah before the Chief and the Troop Commander, claiming that Shelomam had deposited assorted goods with Ešhor, who never returned them. The brothers were interrogated and satisfied the claimants who drew up the present document of withdrawal. The manner of satisfaction is not indicated, but the document contains an expanded Waiver clause (adding representatives), backed by the standard ten karsh penalty.

RECTO

Date ¹In the month of Elul, that is Pay[ni], year 4 of Darius the king,¹
Place then in Elephantine the fortress,²
Parties said ²Menahem and Ananiah, all (told) 2,³ sons of Meshullam son of Shelomam,⁴ Jews of Elephantine the fortress of the detachment of Iddinnabu,⁵ ³to Jedaniah and Mahseiah,⁶ all (told) 2, sons of Ešhor son of Djeḥo from Mibtahiah daughter of Mahseiah,⁷ Jews ⁴of the same detachment, saying:

¹ There are two documents in our collection, both written by Mauziah son of Nathan in successive months, which lack day dates, but the month dates correspond exactly (TAD B3.8:1 [B41]); B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica* II, 20-21.

² It was first in 427 that we find the body of the document opening with the word ארין (TAD B3.6:1 [B39], 3.10:1 [B43], 3.11:1 [B44], 3.12:1 [B45]; 4.6:1 [B51]), usually followed by the Place (TAD B2.9:1 [B31], 2.10:1 [B32]; 3.7:1 [B40], 3.8:1 [B41], 3.9:1 [B42], 3.13:1 [B46]; 5.5:1 [B49]). Thus a new clause was added to the documents which is found in some of the Greek Ptolemaic (BGU VI 1249.1 [D10]; P. Stras. I 79.1 [D11]), Roman (P. Paris 17.2 [D14]), and Byzantine contracts (P. Münch. 15.2 [D20], et al.).

³ For the practice of tallying two and more persons, see on TAD B2.2:5 (B24).

⁴ Shelomam gave his son Meshullam a name from the same root as his own (שלם). The grandfather is cited here so as to indicate the familial links of the claimants with the bailee Shelomam son of Azariah (line 6). For other three-generation genealogies among the parties see on TAD B2.7:3 (B29).

⁵ Along with the Iranians Varyazata (TAD B2.7:2 [446 (B29)]) and Namasava (TAD B3.4:2 [437 (B37)]), this Babylonian detachment commander was present during the years of Mibtahiah's activity (TAD B6.1:2 [446]; 3.6:2 [427 (B39)], 3.6:8 [420 (B39)]).

⁶ The sons were named after the grandfather and father, respectively, of Mibtahiah. They were probably cousins of the Jewish communal leader (see on TAD A4.1 [B13]); B. Porten, *Archives from Elephantine*, 238.

⁷ Reference to the mother in a filiation is rare in the Aramaic documents and limited to Ešhor and Mibtahiah, probably because he had been married before. The practice was standard in the demotic (P.

Suit	We brought suit of <i>np</i> ⁸ against you before Ramnadaina, Chief ⁹ (and) Vidranga, ¹⁰ the Troop Commander, ¹¹ saying: "There [are] the(se) goods ¹² — woolen and linen garments, bronze and iron utensils, wooden ⁶ and palm-leaf ⁵ utensils, ⁶ grain and other (things)." ¹³ Saying: ¹⁴ "Goods Ešhor your father took ¹⁵ from Shelomam son of Azariah. ¹⁶ Moreover, ⁷ he ¹⁷ said, 'There are (these goods) which ¹⁸ on depos[it] were placed.' But he took hereditary possession ¹⁹ and did not return (them) to him." And consequently, ²⁰ we brought (suit) against you.
Interrogation	⁸ Afterwards, ²¹ you were interrogated ²²
Satisfaction	and you, Jedaniah and Mahseiah sons of Ešhor, satisfied our heart in (regard to) those goods ⁹ and our heart was satisfied ²³ herein from this d[a]y forever. ²⁴

Berlin 13614.1 [C27], et al.), Roman (P. Paris 17.3 [D14], et al.) and Byzantine (P. Edmonstone 3 [D18], P. Lond. V 1722.3 [D22], et al.) documents.

⁸ This word is an unresolved *crux*. It occurred again in the expression, "You complained against me in *np*" (TAD B7.2:4 [B50]). No place by this name is known. Also unusual in this expression is addition of the preposition *beth* preceding *np*, "suit." Such addition occurs only once more in a fragmentary text where the following word is missing (TAD B5.2:3). Could it have been *np*?

⁹ Bearing a Persian title (פרתרן), Ramnadaina was the leading authority in Syene-Elephantine. He was succeeded by Vidranga, presently Troop Commander. The Chief (*frataraka*) was normally stationed in Elephantine and had military as well as judicial authority (see on TAD A4.5:4 [B17]).

¹⁰ See on TAD A4.3:3 (B15).

¹¹ The Persian Troop Commander, here (and in TAD A4.3:3 [B15]; 5.2:7; B2.10:2, 4 [B32]; 3.9:2 [B42]) written as two words (רב חיל) but elsewhere as one (TAD A3.1v:5; 4.7:4 [B19], B5.1:3 [B47]) stood underneath the Chief, and was frequently involved in judicial affairs (TAD B2.10:2, 4 [B32]; 3.9:2 [B42]; 5.1:3 [B47]). His station was in Syene (TAD A4.7:4 [B19], 5.2:7; B2.10:2-4 [B32]). In a demotic document of 486 BCE Parnu was entitled "He of Tshetres, to whom the fortress of Syene is entrusted" (P. Berlin 13582.2-3 [C35]). Did he hold both the posts of *frataraka* and Troop Commander?

¹² The formulation here and in line 7 did not begin with a transitive verb but with the stative *אימי*. The focus was to be on the goods (as it was on the house in TAD B2.9:3 [B31]) and this word recurred twice in initial or near-initial position (lines 5-7). Thus a statement that might have been made in one long, compound sentence was broken down into three distinct statements.

¹³ For such generalized lists of property see on TAD B2.8:3-4 (B30).

¹⁴ The recurrence of this word here is most awkward. Actually, it comes after the following word "goods."

¹⁵ Did he "take" them on his own initiative or were they delivered to him for safe-keeping?

¹⁶ Probably the grandson of the witness Shelomam son of Azariah (TAD B5.1:10 [B47]), he was the grandfather of the brothers drawing up the contract. Their father Meshullam must have passed from the scene.

¹⁷ I.e. Ešhor.

¹⁸ The expression here has the meaning "It is (a fact) that" as in Ezr. 5:17; see P. Grelot, *Documents araméens d'Égypte*, 198.

¹⁹ He incorporated them into his private estate and passed them on to his sons, the other parties to the contract.

²⁰ This word (מנכן) occurred only here in our documents.

²¹ See on TAD B2.4:8 (B26).

²² The ordinary word for "ask" (שאל) took on the meaning of "interrogate" in a judicial context (TAD A5.2:3, 5.4:5; B7.2:6 [B50]; 8.7:2, 9, 8.8:5, 8, 8.10:6).

²³ The statement of satisfaction occurred here in its fullest form — "you satisfied ... was satisfied" (see on TAD B2.2:12 [B24], 2.6:5 [B28]). Unfortunately, the document was silent as to the nature of the satisfaction, whether oath and non-return of the property or no oath and return of the property.

²⁴ The appearance of this phrase in the satisfaction statement was unique (see on TAD B2.3:8 [B25]). It would seem to mean "once and for all."

Withdrawal	I, Menahem and Ananiah, we are withdrawn ²⁵ from you ¹⁰ from this day forever. ²⁶
Waiver of Suit	We shall no[t] be able — we, or our sons or our daughters, or our brothers, or a man who is ours, ²⁷ near (or far), or member of (a detachment or) ¹¹ town ²⁸ — they shall not be able ²⁹ to br[i]ng against [yo]u, you, Jedaniah and Mahseiah, suit or process. And they ³⁰ shall not be able to bring (suit) against your children ³¹ ¹² or your brothers, or a man of yours in the [na]me of (the) ³² goods ³³ and silver, ³⁴ grain and other (things) of Shelomam son of Azariah.
Penalty	And if we, ¹³ or our sons or our daughters, or a man who is ours, or the sons of Shelomam son of Azariah, ³⁵ bring (suit) against you or bring (suit) against your sons or your daughters, ¹⁴ or a man who is yours, then whoever shall bring su[it] about it ³⁶ shall give you, or your sons or whomever they bring (suit) against, the penalty ³⁷ ¹⁵ of silver, ten karsh by the stone(-weight)s of the king, silver 2 q(arters) to 1 karsh,
Reaffirmation	and he is likewise withdrawn from these goods ³⁸ ¹⁶ about ¹⁵ which ¹⁶ we brought (suit), without suit or without process. ³⁹

²⁵ Withdrawal regularly followed on satisfaction (see on *TAD* B2.7:7 [B29]), though the scribe did not always make it explicit (*TAD* B2.2:11-12 [B24]).

²⁶ For this occasional addition to the Withdrawal clause see on *TAD* B2.7:7 (B29).

²⁷ In documents drawn up after 420 the list of claimants and covered parties was expanded beyond heirs and beneficiaries to include representatives, viz an agent or lessee. The specific terms were variegated — “man who is mine/ours/yours” (lines 10, 13-14), “man/woman of mine/ours/yours” (line 12; *TAD* B2.10:10-14 [B32]; 3.9:4-6 [B42]), and “individual who is mine/yours” (*TAD* B2.11:8, 10 [B33]).

²⁸ The truncated phrase “near or civilian” is another indication of scribal ellipsis; for the full phrase see on *TAD* B2.1:9 (B23).

²⁹ The awkward syntactical shift in the person of the auxiliary verb (“we shall not be able” > “they shall not be able”) resulted from compacting into one clause both the first and third person waivers.

³⁰ The heirs and representatives after our death.

³¹ The Aramaic word (בנן) was the same as that for “sons” in the preceding sentence (line 10). If “sons” were meant here, then “daughters” would be implicit because it was explicit in the previous and following sentences (lines 10, 13).

³² See on *TAD* B2.3:12 (B25).

³³ This would refer to the garments and utensils mentioned above (lines 5-6).

³⁴ Strangely, there was no mention of silver in the original list above.

³⁵ Their uncles, who were presumably not around at the moment or else they might have sued instead of Shelomam’s grandchildren.

³⁶ The “then” clause is introduced by the conjunction *waw* and recapitulates the long protasis before introducing the penalty statement (“shall give you”); see P. Grelot, *Documents araméens d’Égypte*, 199.

³⁷ It was first in 427 that we find the introduction of the word אביגרון (< OP **abigarana*) to designate the penalty. It recurred regularly thereafter, with precise formulation following scribal preference — “the penalty of silver” employed by Mauziah son of Nathan (also *TAD* B2.9:14 [B31], 2.10:15 [B32]; 3.8:31 [B41]), “the penalty, silver/barley” (*TAD* B2.11:10 [B33]; 7.1:8), or simply “a penalty (of) silver,” favored by Haggai son of Shemaiah (*TAD* B3.6:8, 14-15 [B39], 3.10:20 [B43], 3.11:10, 14 [B44], 3.12:30 [B45]) and other scribes (*TAD* B 3.7:17 [B40], 3.9:7 [B42]; 5.5:6, 11 [B49]). Once the order was reversed — “silver, a penalty” (*TAD* B3.13:6; cf. line 7 [B46]).

³⁸ Had Jedaniah and Mahseiah retained possession of the goods the language should have been like that in the deed of withdrawal drawn up by Dargamana, who relinquished possession (“and that land is [> and these goods are] likewise yours and you are withdrawn from any suit” [*TAD* B2.2:15 [B24]]). But the Reaffirmation clause in the withdrawal document of Peu did not reaffirm Mibtahiah’s rights to the goods (*TAD* B2.8:11 [B30]). So we are back to square one.

³⁹ For this addition to the withdrawal statement see on *TAD* 2.3:14 (B25). Here it had the meaning “(withdrawn) absolutely.”

Scribe	Wrote Mauziah son of Nathan ⁴⁰ this document at the instruction of Menahem and Ananiah, all (told) 2, ¹⁷ sons of Meshullam son of Shelomam.
Witnesses	(2 nd hand) ^{witness} Menahem son of Gaddul; ⁴¹ (3 rd hand) Gaddul son of Berechiah; ⁴² (4 th hand) Menahem son of Azariah; ⁴³ ¹⁸ (5 th hand) witness Hodaviah son of Zaccur son of Oshaiah. ⁴⁴
	VERSO
Endorsement	¹⁹ Document (<i>sealing</i>) of [withdrawal] which Menahem and Ananiah, all (told) 2, sons of Menahem ⁴⁵ son of Shelomam wrote ²⁰ [for Jedania]h and Mahseiah, all (told) 2, sons of Ešhor son of Djeḥo. ⁴⁶

⁴⁰ He was one of the five leaders of the community (*TAD* A4.10:2 [B22] and see 4.2:1, 17 [B14], 4.3:2, 12 [B15]) and a professional scribe who drew up seven or eight more documents in our collection (*TAD* B2.10:17 [B32], 3.5:22 [B38], 3.8:42 [B41]; 6.1, 6.4:8-9; 7.1:9; and probably Cowley 65,7-9, 11-12).

⁴¹ His grandfather was Baadiah (*TAD* B2.10:18 [B32]) and he appeared among the first signatories in four documents between 420 and 402, including the last three in this archive — first (here; *TAD* B2.11:15 [B33]), second of eight (*TAD* B3.11:18 [B44]), and third of eight (*TAD* B2.10:18 [B32]). The scribe forgot the introductory statement, "The witnesses herein:" For the number of witnesses see on *TAD* B2.8:12 (B30).

⁴² He also appeared in the next document, as sixth witness (*TAD* B2.10:19 [B32]).

⁴³ He appeared as witness a month later in another contract written by Mauziah (*TAD* B3.8:44 [B41]).

⁴⁴ Appeared only here. Three generation genealogies among witness were rare; see on *TAD* B2.7:3 (B29).

⁴⁵ Influenced, perhaps, by the first Menahem, the scribe wrote Menahem here instead of Meshullam (see line 2)

⁴⁶ This was one of three two-line endorsements (see on *TAD* B2.3:35-36 [B25]).

B32

TAD B2.10 Cowley 25 (Sayce-Cowley J)

WITHDRAWAL FROM HOUSE

DATE: 16 December, 416 BCE.
SIZE: 31.1 cm wide by 48.6 high
LINES: 21 (= 19, perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso parallel to the fibers); folded from bottom to top
PLACE: Elephantine
PARTIES: Jedaniah son of Hoshaiiah son of Uriah to Jedaniah and Mahseiah sons of Nathan
OBJECT: House
WITNESSES: 8
SCRIBE: Mauziah son of Nathan

Like the preceding document, this too was drawn up in the presence of the Troop Commander. But unlike that one, there is no mention here of a suit. A nephew of Jezaniah, Mibtahiah's first husband, withdrew from Jezaniah's house in favor of Mibtahiah's children from her second husband, here named Nathan (lines 2-9). Upon Jezaniah's premature death, his house must have passed to his wife. She recently died and her estate required probate. No children of Jezaniah stepped forward, though possible offspring lurked in the background (lines 13, 17), and so the relinquishment by the nephew Jedaniah son of Hoshaiiah/Hosea may have been drawn up as part of a probate procedure (cf. an earlier one, likewise in the presence of the Troop Commander [TAD B5.1:3 (B47)]). With other potential heirs in mind, the Waiver and Penalty clauses were careful to offer protection only against a suit brought "in the name of" Jedaniah, his heirs, and representatives. The standard ten karsh penalty was to apply (lines 9-17) and the requisite number of eight witnesses, all Jewish, signed (lines 17-19).

RECTO

Date ¹On the 3rd of Kislev, year 8, that is day 12 of Thoth, year 9 of Darius the king,¹
Place then in Elephantine ²the fortress,²

¹ Between Egyptian 1 Thoth and Babylonian 1 Nisan, the scribe, as here, often gave two regnal dates (so in TAD B2.11:1 [B33] but absent from 3.1:1 [B34] and 3.11:1 [B44]), since the Egyptian new year began three months earlier than the Babylonian new year. This document must have been written at night since 3 Kislev in 8 Darius II = December 17 while 12 Thoth in 9 Darius II = December 16; see B. Porten in S. Shaked and A. Netzer, eds, *Irano-Judaica II*, 21 and Figure 8 in TAD B.

² See on TAD B2.9:1 (B31).

Parties	Said Jedaniah son of Hoshaiiah son of Uriah, ³ an Aramean of Elephantine the fortress, ⁴ before Vidranga the Troop Commander ³ of Syene, ⁵ to Jedaniah son of Nathan ⁶ and Mahseiah son of Nathan his brother, their mother (being) Mibtahiah daughter of Mahseiah son of Jedaniah, ⁷ (said) before ⁴ Vidranga the Troop Commander of Syene, saying:
Withdrawal	I withdrew ⁸ from you
Object	from the house of Jezaniah son of Uriah.
Boundaries I	Behold its boundaries: ⁹ ⁵ above (it) the house of Hosea son of Uriah adjoins it; ¹⁰ below it the house of Hazzul son of Zechariah adjoins it; ¹¹
Description	⁶ on the (side) below and above windows are open there; ¹²
Boundaries II	east of it is the Temple of YHW the God and the road of ⁷ the king is between them; west ¹³ of it the house of Mibtahiah daughter of Mahseiah, which Mahseiah her father gave her, ¹⁴ ⁸ adjoins it.

³ Jedaniah was nephew of Mibtahiah's first husband, Jezaniah son of Uriah (lines 4, 13, 17; *TAD* B2.3:6-7 [B25], 2.4:2-4 [B26]). His grandfather was listed here so as to link him up with the house in question, that of Jezaniah son of Uriah. For other three generation genealogies see on *TAD* B2.7:3 (B29).

⁴ See on *TAD* B2.1:2-3 (B23). His detachment was not listed.

⁵ Unlike the previous document (*TAD* B2.9:4 [B31]) where the alienors had brought suit before the Chief and Troop Commander, here the alienor merely made a declaration in the presence of the Troop Commander of Syene. A similar procedure took place a few months earlier in a case of emancipation/adoption (*TAD* B3.9:2-3 [B42]). In both cases the name of Vidranga was repeated, once following the name of the alienor and again after that of the alienee. See further on *TAD* A4.3:3 (B15).

⁶ In the previous documents the husband of Mibtahiah and the father of Jedaniah and Mahseiah was known as Eshor (*TAD* B2.6:2, 17-26, 30 [B28], 2.9:3, 8, 20 [B31]). Now, the same scribe who wrote one of those documents ten years earlier referred to him as Nathan. Since he was presumably dead at the time, he must have assumed that second, Jewish name during his lifetime.

⁷ For mention of the mother, see on *TAD* B2.9:3 (B31). The scribe was the same but the formula was different. Moreover, here he added Mahseiah's patronym to yield a three-generation genealogy; see on *TAD* B2.7:3 (B29).

⁸ See on *TAD* B2.7:7 (B29).

⁹ For the formula see on *TAD* B2.2:7 (B24); for the plan see *TAD* B, Figure 3.

¹⁰ Hosea/Hoshaiiah son of Uriah was the brother of Jezaniah and his neighbor. Perhaps both houses had once been united in their father's possession and were divided up between the brothers after his death.

¹¹ Zechariah was owner of the house back in 471 when Mahseiah first appeared on the scene (*TAD* B2.1:5 [B23]).

¹² The windows were apparently located in the "lower" (= southern?) side of Jezaniah's house (for a different view see B. Porten, *Archives from Elephantine*, 309-10). The presence or absence of windows, and their location, was frequently mentioned in conveyances (*TAD* B3.4:5 [B37], 3.5:8 [B38], 3.10:13 [B43], 3.12:13, 21 [B45]).

¹³ The sitings here are those of the scribe Attarshuri for whom the house of Jezaniah lay east of the house of Mibtahiah (*TAD* B2.3:6-7 [B25]) and not of Itu for whom it lay "below" that house (*TAD* B2.2:9-10 [B24]).

¹⁴ In *TAD* B2.4 (B26); see on 2.2:9 (B24) for explanatory notations.

Investiture	That house, whose boundaries are written above, ¹⁵ is yours ¹⁶ — you, Jedaniah and Mahseiah, all (told) 2, ¹⁷ 9sons of Nathan — forever and your children's after you and to whomever you love you may give it. ¹⁸
Waiver of Suit	I shall not be able — I, Jedaniah or my children, ¹⁰ or woman or man of mine ¹⁹ — I shall not be able to institute against you suit or process. Moreover, we shall not be able to bring (suit) against son or daughter of yours, ²⁰ 11brother or sister, ²¹ woman or man of yours, or a person to whom you sell that house ²² or to whom in love you give (it) ²³ — (to bring [suit]) ¹² in my name, ²⁴ I, Jedaniah, or in the name of children or woman or man of mine.
Penalty	And if I, Jedaniah, bring (suit) against you, or ¹³ son of mine or daughter, woman or man ¹² bring (suit) against you ¹³ in my name or in the name of my children — excluding son or daughter of Jezaniah son of Uriah — ¹⁴ or they bring (suit) against son or daughter, or woman or man of yours, or persons to whom you sell or to whom in love you give ¹⁵ that house, ¹⁵ then whoever shall bring suit against you ²⁵ shall give you the penalty ²⁶ of silver, ten karsh, that is 10 karsh, ²⁷ silver ¹⁶² q(arters) to 1 karsh, by the stone(-weight)s of the king,
Reaffirmation	and the house is likewise yours forever ²⁸ and your children's after you — excluding ¹⁷ children of Jeza son of Uriah — without suit.
Scribe	Wrote Mauziah son of Nathan ²⁹ at the instruction of Jedaniah son of Hosea. ³⁰

¹⁵ For this expression see also *TAD* B3.4:17 (B37), 3.11:11 (B44).

¹⁶ Only here is the usually terse *Investiture* statement expanded with reference to the boundaries; see on *TAD* B2.1:4 (B23).

¹⁷ For the practice of tallying two and more persons, see on *TAD* B2.2:5 (B24).

¹⁸ This clause with its multiple elements (yours ... forever ... children ... love) was the most expansive *Investiture* clause of its type, yet it would appear to limit right of alienation to heirs and beneficiaries.

¹⁹ Like the previous document (see on *TAD* B2.9:10 [B31]) so this one extended coverage to representatives in addition to heirs.

²⁰ The scribe has composed separate *Waiver* sentences for the alienee ("not sue you") and for those associated with him ("not sue heirs, representatives, *et al.*").

²¹ Explicitly mentioned in the second sentence, "brother or sister" are to be understood as included in the first sentence and in the following *Penalty* clause (line 14).

²² Mention here of a potential purchaser, listed even ahead of a beneficiary ("give in love"), was designed to indicate that the reference to "give it to whomever you love" in the *Investiture* clause (line 9) was not meant to limit the alienees' right of disposition; see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 38-39.

²³ For the meaning of this clause see on *TAD* B2.3:9-10 (B25).

²⁴ Emphasis on "name" here and in the following *Penalty* clause was particularly pertinent because a suit entered in the name of any (at present unknown?) descendant of Jezaniah was not covered under the provisions of this contract (see lines 13, 17).

²⁵ After a very lengthy protasis, the scribe employed the same kind of apodosis construction here that he had in the previous document (see on *TAD* B2.9:14 [B31]).

²⁶ For this term see on *TAD* B2.9:14 (B31).

²⁷ For the numerical repetition see on *TAD* B2.2:14 (B24).

²⁸ Only here did the scribe add "forever" to the *Reaffirmation* clause; see on *TAD* B2.1:7-8 (B23).

²⁹ He omitted the usual object "this document;" see also on *TAD* B2.9:16 (B31), 2.1:15 (B23).

³⁰ Hosea (also in the endorsement [line 20]) abbreviates Hoshaiiah cited in line 2.

Witnesses

And the witnesses ¹⁸herein:³¹

(2nd hand) Menahem son of Shallum;³²

(3rd hand) Mahseiah son of Jedaniah;³³

(4th hand) Menahem son of Gaddul son of Baadiah;³⁴

(5th hand) Jedaniah son of Meshullam;³⁵

¹⁹(6th hand) Islah son of Gaddul;³⁶

(7th hand) Gaddul son of Berechiah;³⁷

(8th hand) Jezaniah son of Penuliah;³⁸

(9th hand) Ahio son of Nathan.³⁹

VERSO

Endorsement

²⁰Document (*sealing*) of withdrawal which Jedaniah son of Hosea wrote about the house of Jezaniah son of Uriah ²¹for Jedaniah son of Nathan and Mahseiah his brother, all (told) 2.⁴⁰

³¹ Eight witnesses were standard for withdrawal from realty (see on *TAD* B2.1:15 [B23]). None of them here prefaced his name with the word "witness."

³² This witness who signed first here in 416 and later in 402 (*TAD* B3.13:13 [B46]) was party to two documents himself — an oath text (*TAD* B7.3 [B52]) and a deed of obligation (for his former(?) wife) in 400 (*TAD* B4.6 [B51]) — and was recorded in a compilation of memoranda (*TAD* C3.13:46).

³³ According to the handwriting (cf. *TAD* B2.7:17-18 [B29] and 3.2:13 [B35]) this was not the Mahseiah son of Jedaniah who began the archive in 471 (*TAD* B2.1 [B23]). On the basis of papponymy this Mahseiah son of Jedaniah would have been his grandson, son of the earlier witness Jedaniah son of Mahseiah (*TAD* B2.3:31 [B25], 2.4:20 [B26]). It is unlikely that he was son of the Jedaniah in our contract. The latter's father was married in 449 (*TAD* B2.6 [B28]) and Mahseiah was his second son. Thirty years maximum is hardly enough time to allow for a second generation witness signing second with a skilled hand.

³⁴ Witnessed four documents (see on *TAD* B2.9:17 [B31]).

³⁵ Appeared only here.

³⁶ In 420 he was the second of six witnesses to a document of wifhood drawn up by Mauziah (*TAD* B3.8:43-44 [B41]) and in 407 he was a creditor designated "Aramean of Syene" (*TAD* B4.5:2).

³⁷ He also appeared in the previous document as the second witness (*TAD* B2.9:17 [B31]).

³⁸ Appeared only here; probably son of the witness Penuliah son of Jezaniah of 449 BCE (*TAD* B2.6:38 [B28]).

³⁹ Ahio son of Nathan son of Anani also appeared as the third of eight witnesses in 402 (*TAD* B3.11:18 [B44]) and in two lists from the end of the century (*TAD* C3.15:131; 4.6:1). He may have been the brother of the professional scribe Mauziah son of Nathan son of Anani.

⁴⁰ This was one of three two-line endorsements (see on *TAD* B2.3:35-36 [B25]). For the expanded formulation see on *TAD* B2.1:20 (B23).

B33

TAD B2.11 Cowley 28 (Sayce-Cowley K)

APPORTIONMENT OF SLAVES

DATE: 10 February, 410 BCE
 SIZE: 31 cm wide by 46.3 cm high
 LINES: 17 (= 16, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Mahseiah and Jedaniah sons of Nathan between themselves
 OBJECT: Slaves
 WITNESSES: 4
 SCRIBE: Nabutukulti son of Nabuzeribni

Just over five years after the brothers Jedaniah and Mahseiah received clear title to the house of their mother's first husband (TAD B2.10 [B32]), they decided to divide between them two of Mibtahiah's four Egyptian slaves. Both were branded with their mother's name. The present document was drawn up by Mahseiah for his elder brother and he assigned him Petosiri, taking Bela for himself (lines 2-6). An identical document must have been drawn up by Jedaniah, assigning Bela to his brother. Inheritance terminology is clearly in evidence ("share," "came to you," and "take hereditary possession"). Mahseiah guaranteed Jedaniah's rights with the usual Waiver and Penalty clauses, protecting him, his heirs, and his representatives against suits (*sic!*) by Mahseiah and his people, subject to the standard ten karsh penalty (lines 7-12). Mother Tabi and her third, presumably small, child Lilu were left for future division (lines 12-14). The scribe was Aramean, though the document was drawn up in Elephantine and attested by four Jewish witnesses (lines 14-16)

RECTO

Date ¹On the 24th of Shebat, year 13, that is day 9 of Hathyr, year 14 of Darius the king,¹
 Place in Elephantine the fortress,²
 Parties ²said Mahseiah son of Nathan, 1, Jedaniah son of Nathan, 1, all (told) 2,³
 Arameans of Syene of the detachment of Var[yaza]ta,⁴ saying:
 Apportionment of Slaves We have acted as equals ³as one⁵ and divided (between) us the slaves⁶ of Mibtahiah our mother.⁷

¹ For the double regnal year on a document written during the first months of the Julian calendar year see on TAD B2.10:1 (B32). This document must have been written at night since in 13 Darius II 24 Shebat = February 11 while in 14 Darius II 9 Hathyr = February 10; see B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 21 and Figure 8 in TAD B.

² See on TAD B2.9:1 (B31).

³ For the practice of tallying two and more persons, see on TAD B2.2:5 (B24).

⁴ Their grandfather was listed in identical fashion 55 years earlier (TAD B2.1:2 [B23]) but it is highly improbable that this was the same detachment commander. It was probably his grandson.

⁵ In modern legal parlance we would say, "we held equal rights, by the whole and by the half, as tenants in common in an individual estate." Identical terminology was found in an Aramaic joint venture agreement from Korobis in 515 BCE (TAD B1.1:6); see H.Z. Szubin and B. Porten, *BASOR* 288 (1992), 76.

⁶ Actually only two of her four slaves were being divided. All four had Egyptian names. A houseborn slave of Zaccur son of Meshullam bore the Hebrew name Jedaniah (TAD B3.9:3 [B42]).

⁷ Their mother had probably died at least six years earlier when her house from her first husband Jezaniah passed through probate (see introduction to TAD B2.10 [B32]).

Description	<p>And behold,⁸ this is the share which came⁹ to you as a share, you,¹⁰ Jedaniah:¹¹ ⁴Peṭosiri by name,¹² his mother (being) Tabi,¹³ a slave, yw_r^d, 1,¹⁴ branded¹⁵ on his right hand (with) a brand reading (in) Aramaic like this: ⁵“(Belonging) to Mibtahiah.”</p> <p>And behold, this is the share which came to me as a share, I,¹⁶ Mahseiah: Bela by name, his mother (being) Tabi, a slave, yw_r^d, 1, ⁶branded on his right hand (with) a brand reading (in) Aramaic like this: “(Belonging) to Mibtahiah.”</p>
Investiture	<p>You, Jedaniah, have right to¹⁷ Peṭosiri, ⁷that slave who came to you as a share,¹⁸ from this day and forever and (so do) your children after you and to whomever you desire you may give (him).¹⁹</p>
Waiver of Suit	<p>I shall not be able — ⁸I, Mahseiah, son or daughter of mine, brother or sister²⁰ of mine, or an individual who is mine — suits to bring²¹ against you or against your children on account of²² Peṭosiri ⁹by name, the slave who came to you as a share.</p>

⁸ This same interjection, followed by demonstrative pronoun, was used to introduce the Boundaries clause (see on *TAD* B2.2:7 [B24]).

⁹ The language here was technical in a situation where property “comes” to an heir as his “portion” of the estate; similar terminology was encountered in Biblical, Talmudic, and demotic texts (see *TAD* B5.1:4 [B47] and B. Porten and H.Z. Szubin, *JAOS* 102 [1982], 653).

¹⁰ For addition of the independent pronoun as emphatic see on *TAD* A3.3:11 (B8) and B2.2:7 (B24).

¹¹ For double reinforcement of the name of an owner (“to you, you, Jedaniah;” “to me, I, Mahseiah”) see on *TAD* B2.2:8 (B24).

¹² This word (מַטָּה) was regularly attached to the name of a slave (lines 5, 9, 13; *TAD* A6.7:3-5; B3.3:3 [B36], 3.6:2, 4 [B39], 3.7:3 [B40], 3.8:3 [B41], 3.9:3 [B42]), a royal servant (*TAD* A6.3:3, 6.9:2, 6.11:1, 4, 6.12:1; C1.1:1, et al., 2.1:12, et al.), and even communal leaders in a petition (*TAD* A4.10:1-5 [B22]).

¹³ Slaves were normally known by their mother (cf. Jedaniah son of *Takhoi* [*TAD* B3.9:3 [B42]]), though the handmaiden Tamet daughter of Patou (*TAD* B3.12:3 [B45]) was an exception. Who sired our three slave lads? There was no mention of any father.

¹⁴ This inexplicable word, followed by the numeral “1” in a tally, designated an Egyptian male head of family where the wife was called “great lady” (*TAD* C3.9:9, 12-14, 3.10:2). Here we have the word + numeral but no tally, perhaps because they were divided up between the two brothers. This word + numeral had hitherto been taken to mean a mark of some kind that was the subject of the following verb, “branded” (see B. Porten, *Archives from Elephantine*, 203-205 for full discussion).

¹⁵ It was customary in Egypt generally (*TAD* A6.10:7) and at Elephantine specifically to brand slaves with the name of their owner (*TAD* B3.6:3 [on the right hand, as here [B39]], 3.9:5-7 [B42]). A Greek slave sale of 16/15 BCE is unfortunately fragmentary and so it cannot be determined if the slave-girl was branded (*P. Stras.* 179 [D11]).

¹⁶ For addition of the independent pronoun as emphatic see on *TAD* A3.3:11 (B8) and B2.2:7 (B24).

¹⁷ See note on line 12 below and on *TAD* B2.1:4 (B23) and 2.3:9 (B25).

¹⁸ Every reference to Peṭosiri carried the notation that he was an heir's share (lines 9-11).

¹⁹ Virtually the same language was used in the Investiture clause drawn up for Mahseiah in 459 by this scribe's grandfather, Attarshuri (*TAD* B2.3:9-10 [B25]), except that here the right of alienation was not limited (“give to whomever you desire”).

²⁰ Explicit in the Waiver clause, “brother or sister” was meant to be implicit in the list of protected parties in the Penalty clause (line 10).

²¹ The construction here of complementary infinitive plus plural object (לפרשה דינן) was unique.

²² For this technical term and its legal overtones see on *TAD* B2.2:5 (B24).

Penalty	If we bring suit against you about it — we, Mahseiah or my children ²³ — or bring (suit) against son ¹⁰ or daughter of yours or against an individual who is yours ²⁴ on account of Peṭosiri, that slave who came to you as a share, afterwards ²⁵ we shall give you the penalty ²⁶ (of) ¹¹ pure ¹⁰ silver, ¹¹ ten karsh by the weight of the king.
Reaffirmation	and we are withdrawn ²⁷ from you and from your children from (any) suit on account of that Peṭosiri ¹² who came to you as a share. Yours shall he be and your children's after you and to whomever you desire you may give him, without suit. ²⁸
Future Apportionment	Moreover, there is Tabi ¹³ by name, the mother of these lads, and Lilu her son whom we shall not yet divide (between) us. ²⁹ When (the) time will be, we shall divide them ¹⁴ (between) us and, (each) person his share, we shall take hereditary possession, ³⁰ and a document of our division ³¹ we shall write between us, without suit.
Scribe and Place	Wrote Nabutukulti son of Nabuzeribni ³² ¹⁵ this document in Elephantine ³³ the fortress at the instruction of Mahseiah and Jedaniah his brother.
Witnesses	The witnesses herein: ³⁴ (2 nd hand) Menahem son of Gaddul; ³⁵ ¹⁶ (3 rd hand) witness Hanan son of Haggai; ³⁶ (4 th hand) witness Nathan son of Jehour; ³⁷ (5 th hand) witness Shillem son of Nathan. ³⁸
VERSO	
Endorsement	¹⁷ Document (<i>sealing</i>) of division of (the) slave ³⁹ Peṭosiri (which) Mahseiah son of Nathan wrote for Jedaniah son of Nathan his brother.

²³ Enumerated in the Waiver clause (Mahseiah, children, siblings, representatives [line 8]), the potential claimants were abridged in the Penalty clause (Mahseiah, children).

²⁴ Abridged in the Waiver clause (children [line 8]), the protected parties were enumerated (children, representatives) in the Penalty clause. All in all, there were four potential claimants (alienor, children, siblings, representatives) and the identical four protected parties.

²⁵ For this conjunction see on TAD B2.4:8 (B26).

²⁶ See on TAD B2.9:14 [B31].

²⁷ See on TAD B2.2:15 [B24].

²⁸ The scribe has reiterated and expanded the Investiture clause (lines 6-7) — not only do you have right of possession over (-שליט ב-) that slave but also title to him (לך יהיה).

²⁹ Mother and minor child remained joint property, presumably to be divided up when the child could fend for himself.

³⁰ For this technical term see on TAD B2.3:27 (B25).

³¹ Much like the present document, but the archive ended before such a document made its way into it.

³² This scribe with Akkadian praenomen and patronym was the grandson of Attarshuri son of Nabuzeribni who drew up two documents for Mahseiah in 459 (TAD B2.3:27-28 [B25] and 2.4:16 [B26]).

³³ See on TAD B2.1:15 (B23), 2.2:17 (B24).

³⁴ Four witnesses was the standard number for withdrawal from movables; see on TAD B2.8:12 (B30).

³⁵ Witnessed the last three documents in this archive; see on TAD B2.9:17 (B31).

³⁶ Appeared also in a memorandum of accounts (TAD C3.13:2).

³⁷ Appeared also in three late documents (404-402) written by Haggai son of Shemaiah, where he was third of eight (TAD B3.10:24 [B43]), first of eight (TAD B3.11:18 [B44]), and third of four (TAD B3.12:34 [B45]).

³⁸ Appeared only here.

³⁹ For the formula see on TAD B2.1:20 (B23).

THE ANANIAH ARCHIVE (B34-46)

B34

TAD B3.1 Cowley 10 (Sachau Plates 28, 29)

LOAN OF SILVER

DATE: 13 December 456 BCE
 SIZE: 28.5 cm wide by 54.5 cm high
 LINES: 24 (= 22, perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Jehoḥen daughter of Meshullach to Meshullam son of Zaccur
 OBJECT: Silver loan
 WITNESSES: 4
 SCRIBE: Nathan son of Anani

This was the only Aramaic document found intact by the Germans in excavation. The otherwise unknown woman Jehoḥen borrowed the small sum of four shekels from the well-known Meshullam son of Zaccur at a 5% monthly interest rate (lines 2-5). If the interest went unpaid in any month it became capitalized and bore interest like the principal (lines 5-7). If interest and principal were not returned by the end of the year, Meshullam was entitled to seize any durable or perishable property of the debtor as security toward repayment (lines 7-11). Should she die before repaying the loan, her children inherited the obligation and the same right of seizure from her applied to them as well (lines 14-18). Any attempt to deny the loan or any legal complaint against seizure of security would be thwarted by Meshullam's retention of the document (lines 11-14, 18-20). The contract has been assigned to the Anani archive on the assumption that the loan had never been repaid and some personal possession of Jehoḥen had been seized. This was subsequently passed on to Jehoishma as part of her dowry along with the contract as evidence of title to the items.

RECTO

Date ¹On the 7th of Kislev, that is day 4 of the month of Thoth, year 9 of Artaxerxes
²the king,¹
 Parties ²said Jehoḥen daughter of Meshullach,² a lady³ of Elephantine the fortress, to Meshullam son of ³Zaccur,⁴ a Jew of Elephantine the fortress,⁵ saying:

¹ As written, the double dates do not synchronize — 7 Kislev = December 14 = 4 Thoth, 9 Artaxerxes I = December 18, 456. One way to account for the four day difference is to assume that the scribe forgot to account for the 5 epagomenal days at the end of the Egyptian year so 4 Thoth would be an error for the 4th epagomenal day = December 13. The equation would then be 7 Kislev = December 14 = 4 epagomenal = December 13, 456. The document was thus written on the night of December 13. The date formula was abridged in another respect. Usually, Egyptian dates that fell between 1 Thoth (the Egyptian New Year) and 1 Nisan (the Babylonian New Year), carried a double year date, with the Egyptian year being one year ahead (so in TAD B2.10:1 [B32] and 2.11:1 [B33]). Here the scribe Nathan, error-prone on chronology (see on TAD B2.7:1 [B29]), gave only the Babylonian year. See B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 25 and Figure 8 in TAD B.

² Appeared only here.

³ See on TAD B2.3:2 (B25).

⁴ For this prominent property-holder see on TAD B2.7:3 (B29).

⁵ His detachment affiliation was omitted; see further on TAD B2.7:3 (B29).

Loan	You gave me a loan of silver, ⁶ 44, that is four, ⁷ 3 shekels ⁴ by the stone(-weight)s of the king, at its interest.
Interest I	It will increase upon me ⁸ 5(at the rate of) silver, 2 hallurs for 1 shekel for 1 month. (That) was silver, ⁹ 8 hallurs ⁶ for one month. ¹⁰ If the interest (be)come the capital, ¹¹ the interest shall increase like the capital, ¹² 7one like one. ¹³
Security I	And if a second year come ¹⁴ and I have not paid you your silver ⁸ and its interest, which is written in this document, ¹⁵ you Meshullam or your children have right ⁹ to take for yourself any security ¹⁶ which you will find (belonging) to me — house of bricks, silver or gold, ¹⁰ bronze or iron, slave or handmaiden, barley, ¹⁷ emmer ¹⁸ — or any food which you will find (belonging) to me ¹¹ until you have full (payment) of ¹⁹ your silver and its interest.

⁶ An even terser beginning appeared in an earlier silver loan contract — “You gave me silver” (*TAD* B4.2:1 [B48]) — whereas a grain loan from the end of the century began “I came to you in your house in Syene the fortress and borrowed from you and you gave me emmer” (*TAD* B3.13:2-3 [B46]).

⁷ Interestingly, loan contracts and deeds of obligation were often written for very small amounts, two shekels (*TAD* B4.6 [B51]), 3½ shekels (*TAD* B4.2:2 [B48]) and four shekels (our document). The largest amount was fourteen shekels (*TAD* B4.5:3). Coptic loans were also for small amounts, ranging between a carat and a *solidus* (*KSB* I 029.7 [E13], 0130.5 [E8]). - For the numerical repetition see on *TAD* B2.2:14 (B24).

⁸ I.e. interest will accrue from me (also *TAD* B4.2:2 [B48]).

⁹ A fuller formulation was found in an earlier contract — “And the interest on your silver will be” (*TAD* B4.2:3-4 [B48]).

¹⁰ That would be 5% monthly.

¹¹ The earlier contract was more explicit — “And the month in which I shall not give you interest, it will be capital;” see next note.

¹² It was to be understood that when the interest was not paid it became capital and bore interest just like the capital (so also in *TAD* B4.2:3-4 [B48]).

¹³ One like the other, both the same.

¹⁴ The earlier loan contract added, “And I shall pay it to you month by month from my allotment which they will give me from the treasury and you shall write me a receipt for all the silver and interest ...” (*TAD* B4.2:5-6 [B48]).

¹⁵ See on *TAD* B2.1:10 (B23). The loan was ordinarily meant for a year. Why was no source of funds for repayment indicated for Jehoḥen? Did she not receive an allotment?

¹⁶ The right to seize any property as security to force payment of a debt was not uncommon (*TAD* B3.13:10-12 [B46]; 4.3:17-19, 4.4:16-17; 4.6:11-13 [B51]; see also A3.8:5 [B9]).

¹⁷ For this grain see on *TAD* A2.4:9 (B4).

¹⁸ The “security which you will find (belonging) to me” consisted of durables (house, precious metals, vessels, slaves, and grain) and was distinguished from any “food which you will find (belonging) to me,” which were perishables. The two are likewise differentiated below — “any food and security which you will find (belonging) to them” (line 17). A similar list was found in other contracts of loan and obligation (*TAD* 3.13:10-12 [B46]; B4.3:17-20, 4.4:16-17, 4.6:11-13 [B51]).

¹⁹ This expression (ער תחמלא ב-) was found also in *TAD* B4.4:17 and may be restored in B4.6:13 (B51). An alternate formulation (ער תשלם ב-) was found in B3.13:11 (B46).

Document Validity I	And I shall not be able to say ^{saying:} ²⁰ to you "I paid you ¹² your silver and its interest" while this document is in your hand. ²¹ And I shall not be able to complain ²² ¹³ against you before prefect or judge, ²³ saying: "You took from me a security" while ¹⁴ this ¹³ document ¹⁴ is in your hand.
Obligation of Heirs	And if I die and have not paid you ²⁴ this silver and ^{its} interest ¹⁵ it will be my children (who) shall pay you this silver and its interest. ²⁵
Security II	And if ¹⁶ they not pay this silver and its interest, you, Meshullam, have right ¹⁷ to take for yourself any food or security which you will find (belonging) to them until you have full (payment) ¹⁸ of your silver and its interest. ²⁶
Document Validity II	And they shall not be able to complain against you before prefect ¹⁹ or judge while this document is in your hand. Moreover, should they go into a suit, ²⁷ they shall not prevail ²⁰ while this document is in your hand. ²⁸
Scribe	Wrote Nathan son of Anani ²⁹ this document ²¹ at the instruction of Jehoḥen.
Witnesses	And the witnesses herein: ³⁰ (2 nd hand) witness Osea son of Galgul; ³¹ ²² (3 rd hand) Hodaviah son of Gedaliah; ³² (4 th hand) Ahio son of Pelatiah; ³³ (5 th hand) Agur son of Ahio. ³⁴
Endorsement	VERSO ²³ Document (<i>sealing</i>) of silver of the debt ³⁵ which Jehoḥen daughter of Meshul- lach wrote ²⁴ for Meshullam son of Zaccur.

²⁰ For this construction see on *TAD* B2.1:11-12 (B23).

²¹ This clause recurred four times here (also lines 13-14, 18, 20); see on *TAD* B2.3:18 (B25).

²² For a similar provision in a loan contract see *TAD* B4.6:14 (B51).

²³ See on *TAD* B2.2:5 (B24).

²⁴ A provision typical of loan contracts (*TAD* B3.13:8 [B46]); see further on *TAD* B2.1:5 (B23) and 3.5:18 (B38).

²⁵ Jehoḥen's heirs inherited her debts.

²⁶ The same right of seizure of the debtor's property applied to the creditor's heirs until the loan was repaid (lines 8-11).

²⁷ I.e. take legal action.

²⁸ The identical sentence appeared in a conveyance witnessed three years earlier by Nathan (*TAD* B2.3:22, 32 [B25]), scribe of this document; also in *TAD* B3.11:15 (B44).

²⁹ See on *TAD* B2.3:32 (B25).

³⁰ Only four witnesses were necessary in loans and ordinary deeds of obligation (*TAD* B3.13:13-14 [B46]; 4.2:12-15 [B48], 4.6:19-20 [B51]); see further on *TAD* B2.1:15 (B23).

³¹ Appeared only here.

³² Appeared only here.

³³ Was he son of the professional scribe Pelatiah son of Ahio? See on *TAD* B2.1:15 (B23).

³⁴ Was he the same as Hagur son of Ahio on an ostrakon (N. Aimé-Giron, *Textes araméens d'Égypte* [Cairo, 1931], No. 4 [to be corrected accordingly])?

³⁵ See F.M. Fales, *BSOAS* 56 (1993), 357.

B35

TAD B3.2 Kraeling 1 + 18/4

WITHDRAWAL FROM *HYR*²

DATE: 6 July, 451 BCE
 SIZE: 25.5 cm wide by 33 cm high
 LINES: 14, perpendicular to the fibers on the recto, parallel to the joins; endorsement missing
 PLACE: Elephantine
 PARTIES: Mica son of Ahio to Anani son of Azariah
 OBJECT: *hyr*²
 WITNESSES: 8
 SCRIBE: Bunni son of Mannuki

This is one of the most enigmatic documents in our collection. The object of the contract (*hyr*²) remains unexplained. The Waiver and Penalty clauses covered only the party drawing up the contract (lines 4-8). A Defension clause covered only brother and sister (lines 8-9). Both parties had entered a complaint about the property; Anani paid Mica five shekels to withdraw. Mica did so, but provided Anani with very limited warranties. It is likely that the object in dispute was a piece of abandoned property to which neither had title and both laid claim.¹ The scribe was Aramean and only one witness was Jewish (line 13). The onomasticon shows how non-Jews within the same family drew freely upon Akkadian (Nabukašir Aḫušunu, Mannuki), Aramean (Zabdi, Sachael, Attarmalki, Zabbud, Zabidri), Egyptian (Renpenofre, Psami) and Persian (Bagaina) names (lines 11-14).

RECTO

Date ¹On the 25th of Phamen[o]th, that is day 20 of Sivan, year 14 of ^{the king} Artaxerxes,²
 Parties ²said Mica son of A[hio]³ to Anani son of Azar[iah],⁴ a servitor to YHW in Elephantine,⁵ ³saying:

¹ See H.Z. Szubin and B. Porten, *JNES* 42 (1983), 279-284.

² In 14 Artaxerxes I (= 451), 25 Phamenoth = July 6 while 20 Sivan = July 7. This document was thus written on the night of July 6. Only here and in *TAD* B3.7:1 (B40) did the Egyptian month precede the Babylonian month in the date formula.

³ This name was restored here on the basis of its almost complete, but undoubted, appearance in line 10. Was he the same as the Micaiah son of Ahio, the witness who apparently began to sign second but erased his signature to give way to another witness, and so signed third? The only other person who witnessed his own document was Mahseiah son of Jedaniah, who signed first, adding the expression, "with his own hands" instead of his patronym (*TAD* B2.7:17-18 [B29]).

⁴ Alternately called Ananiah or Anani, this person was party to nine documents in this family archive (*TAD* B3.2 [B35], 3.3-3.7 [B36-B40], 3.10-3.12 [B43-B45]) and appeared in a fragment of accounts (*TAD* C3.17a:1). His father, with the same title as his son (אנניא), appeared in another accounts fragment, where he bore a second, unintelligible title (*TAD* C3.13:45).

⁵ His title appeared in more different formulations than there were documents — "servitor to YHW the God" (*TAD* B3.4:3 [B37], 3.12:10 [B45]), "servitor to YHW in Elephantine" (*TAD* B3.2:2 [B35]), "servitor to YH in Elephantine" (*TAD* B3.4:25 [B37]), "servitor to YHW the God in Elephantine the fortress" (*TAD* B3.10:2 [B43]), "the servitor" (always at the end of the contract [*TAD* B3.5:23 [B38] 3.10:27 [B43], 3.11:9 [B44]]), "servitor of YHW" (*TAD* B3.12:1 [B45]), "servitor of YHW the God" (*TAD* B3.7:2 [B40]), "the servitor of YHW the God" (always at the end of the contract [*TAD* B3.10:23 [B43], 3.11:17 [B44], 3.12:33 [B45]]), "servitor of YHW the God in Elephantine the fortress" (*TAD* B3.5:2 [B38], 3.11:1-2 [B44]) or "servitor of YHH the God who is in Elephantine the fortress" (*TAD* B3.3:2 [B36]), while his wife was once designated as "servitor of YHW the God dwelling (in) Elephantine the fortress" (*TAD* B3.12:3 [B45]). For localization of YHWH in Jerusalem cf. *Ez.* 1:3-4, 7:15. The Aramaic title had its Neo-Assyrian forerunner in such titles as "*lahhinu* of Ashur," "*lahhinu* of Nabu," "*lahhinu* of Ishtar of Arbel," or

Transfer	You gave me
Object	silver, 5 shekels
Complaint	as payment ⁶ of the <i>hyr</i> ⁷ of yours ⁸ (about) which ⁴ you complained against me ⁹ herein
Satisfaction	and my heart was satisfied with it[s] payment. ¹⁰
Waiver of Suit	I shall not be able to institute against you ¹¹ ⁵ suit or process in the name of ¹² this <i>hyr</i> ⁷ (about) which you complained against me herein.
Penalty	If I complain ⁶ against you ¹³ (before) judge or lord in the name of [t]his <i>hyr</i> ⁷ — (about) which I complained against you ¹⁴ ⁷ herein and you gave m[e] its payment, silver [4+]1 (= 5) shekels and I withdrew from you ¹⁵ — ⁸ I shall give you silver, 5 karsh. ¹⁶
Defension ¹⁷	If brother or sister, ⁹ near or f(a)r, ¹⁸ ⁸ institute (suit) against you ⁹ in the name of this <i>hyr</i> ⁷ , I shall cleanse (it) and give (it) to you.
Scribe	¹⁰ Wrote Bunni son of Mannuki ¹⁹ at the instruction of Mica son of Ahi[o].

"*lahhinu* of Sin of Harran." In one instance the official was responsible for maintenance and supplies; see B. Porten, *Archives from Elephantine*, 200-201.

⁶ This was a negotiated inducement to Mica to withdraw his claim.

⁷ A word of uncertain meaning, the *hyr* seems to have been a piece of abandoned property to which neither Mica nor Anani had hereditary right or clear title. Both laid claim and each sued the other. Anani paid Mica five shekels, almost one-third the fourteen shekels he would later have to pay for an abandoned house (*TAD* B3.4:6 [B37]), and Mica withdrew his claim.

⁸ The property was "yours," i.e. Anani's, because he paid for it in settlement of the suit.

⁹ See on *TAD* B2.2:5 (B24).

¹⁰ Satisfaction after the settlement of a suit was usually followed by a statement of withdrawal (see on *TAD* B2.2:7 [B24]), but here such a statement was deferred until the retrospect of the Penalty clause (line 7).

¹¹ Both the Waiver and Penalty clauses limited protection to a suit by Mica only, not by his heirs or beneficiaries. Since the obligation he was willing to spell out was limited, we may deduce that his initial claim was also limited.

¹² See on *TAD* B2.2:14 (B24).

¹³ This was the only case where the Waiver clause promised not to sue (lines 4-5) and the concomitant Penalty clause spoke of entering a complaint. But elsewhere the scribe uniquely combined the noun "suit" with the verb "complain" (*TAD* B2.2:16 [B24]).

¹⁴ If not a scribal error for "you complained against me" (so in line 4), then the case in this document was one of suit counter-suit.

¹⁵ A subordinate clause describing the prior transfer of the object in whose name the present suit was being instituted was common (*TAD* B2.3:12-13 [B25], 2.7:9-10 [B29], 2.8:8 [B30]), but none of the clauses was as long as the present one, which summarized the complete proceedings.

¹⁶ The penalty was ten times the value of the object, but a low penalty on the Elephantine scale (see on *TAD* B2.1:7 [B23]).

¹⁷ Defension clauses at Elephantine were third-party suits entered not in the name of the alienor. None of the conveyances of property where title was clear had such a clause. It only occurred in a case of abandoned property (*TAD* B3.4:19-23 [B37]). Son or daughter were omitted here as potential claimants because as heirs they would sue in their father's name, whereas brother or sister might sue in their own name. The suit was considered a besmirchment of the property which Mica undertook to "clean" and present anew to Anani. There was no time limit to the cleansing or penalty for failure to do so (contrast *TAD* B3.4:20-23 [B37]). In the demotic and Byzantine Greek documents, the term "cleanse" was part of the general Warranty (*P. Wien* D 10151.6 [C29], *P. Berlin* 13534.7 [C34]). In the Byzantine contracts it was the document not the property that was cleansed; see on *P. Lond.* V 1855.12 (D20).

¹⁸ See on *TAD* B2.1:8 (B23).

¹⁹ The scribe's praenomen was West Semitic and was borne by a lay and one or two Levitical families in Jerusalem (Neh. 9:4, 10:16; 11:15 [*plena* as here]) but the patronym was Akkadian. His script was large and bold and this was his only appearance.

Witnesses

The witnesses herein:²⁰

- ¹¹(2nd hand) Zabdi (son of) Nabuzi;²¹
 (3rd hand) (ERASURE: Micaiah);²²
 (4th hand) Sachael son of Nabukašir;²³
¹²(3rd hand) Micaiah son of Ahio;²⁴
 (5th hand) Aḥushunu son of Renpenofre;²⁵
¹³(6th hand) Mahseiah son of Jedaniah;²⁶
 (7th hand) Mannuki son of Bagaina;²⁷
 (8th hand) Attarmalki son of Psami;²⁸
¹⁴(9th hand) Zabbud son of Zabidri.²⁹

(ENDORSEMENT MISSING)

²⁰ None of the names was preceded by the designation "witness." Since eight witnesses, double the usual number, were elsewhere required for withdrawal from realty (*TAD* B2.10:18-19 [B42]), we may conclude that the unknown property here was also realty. See on *TAD* B2.1:15 (B23).

²¹ Alternately, Nabehai. This Aramean witness forgot to write "son of" before his patronymic, which was probably Akkadian.

²² Judging from the traces of the handwriting, he appears to be the Micaiah who signed third. Here he jumped the cue and was forced back. Was he the same as the party to the contract, Mica son of Ahio?

²³ This Aramean witness with an Akkadian patronymic appeared only here.

²⁴ He was also a witness in 427 (*TAD* B3.6:17 [B39]) and his son Ahio son of Micaiah was among the Jewish leaders imprisoned in Thebes at the end of the century (*TAD* A4.4:7 [B16]).

²⁵ Such a name combination, Babylonian son of Egyptian, was rare (*TAD* B5.5:12 [B49]) and this witness appeared only here. Very common in demotic, the praenomen was always feminine (E. Lüddeckens, *Demotisches Namenbuch*, 714); thus both the mother and wife of a late 6th cen. BCE Egyptian priest, Espemet son of Bekerenef, bore the name Renpenofre (*P. Wien* D 10150.1 [C28], 10151:2 [C29]). Possibly affiliated to a matronym and not a patronym, was our witness a slave or freedman?

²⁶ Besides Micaiah, who may have been party to the contract, Mahseiah son of Jedaniah, founder of the Mibtahiah family archive (*TAD* B.2.1-7 [B23-29]), was the only Jewish witness.

²⁷ This witness with Akkadian name and Persian patronymic appeared only here.

²⁸ This witness with Aramaic name and Egyptian patronymic appeared only here.

²⁹ Both names are Aramean and the witness appeared only here.

B36

TAD B3.3 Kraeling 2 PLATE 2

DOCUMENT OF WIFEHOOD

DATE: 9 August 449 BCE
 SIZE: 32 cm wide by 26 cm high
 LINES: 17 (= 15, perpendicular to the fibers on the recto, parallel to the joins; 2 on verso parallel to the fibers, including 1-line endorsement); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Ananiah son of Azariah to Meshullam son of Zaccur
 OBJECT: Marriage
 WITNESSES: 3
 SCRIBE: Nathan son of Ananiah

This record of a free man-handmaiden marriage presents a unique opportunity to reconstruct the haggling that went on between groom and master regarding the status of the bride and the rights of the parties to the contract. Tamet's status may be described as comparable to the Biblical "slave woman designated for a man" for the purpose of marriage (Lev. 19:20). In rabbinic terms she was "part slave and part free." Not yet manumitted, she was not entitled to have *mohar* paid for her from Anani. Her dowry was little more than the garment on her back, the sandals on her feet, and an item or two of toilette (lines 4-7). The customary reciprocal Repudiation and Death clauses were applied here too (lines 7-13), but the "silver of hatred" was only 5 shekels and not 7½, there was no indication that the repudiating or repudiated wife might go "wherever she desired," and upon the death of either spouse, Meshullam was entitled to half of the couple's joint property. A unique clause entitled Meshullam to "reclaim" the already existing child Pilti should Anani divorce Tamet (lines 13-14). While the clause provided Tamet some protection against rash divorce, it indicated that the child of a handmaiden, even when married, still belonged to her master. But these arrangements were not to the liking of the couple and they achieved revision of the document even as it was being written — at first elimination of Meshullam from any share in the estate of the surviving spouse, and subsequently increase of the "silver of hatred" to the standard 7½ shekels, the imposition of a five karsh penalty on Meshullam for unwarranted reclamation of Pilti, and the addition to Tamet's dowry of fifteen shekels cash (line 16).¹

RECTO

Dates ¹[On] the 18th of [A]b, [that is day 30] of the month of Pharmouthi, year 16 of Artaxer(xes) the king,²
 Parties said ²Ananiah son of Azariah, a servitor of YHH³ the God who is in Elephantine the fortress,⁴ to Meshullam son of Zaccur, an Aramean of Syene ³of the detachment of Varyazata,⁵ saying:

¹ For full treatment of this document see B. Porten and H.Z. Szubin, *ILR* 29 (1995), 43-64.

² 18 Ab = August 11 = 30 Pharmouthi = August 9 in 16 Artaxerxes I (= 449). If the document was written on the night of August 9 (= 17 Ab), then the gap would be reduced to one day; see B. Porten in S. Shaked and A. Netzer, *Irano-Judaica II*, 22-23. For other chronological errors by the scribe Nathan son of Anani see on *TAD* B2.7:1 (B29).

³ For this spelling of the divine name see on *TAD* B2.7:14 (B29).

⁴ For Anani's title see on *TAD* B3.2:2 (B35).

⁵ For Meshullam and his designation see on *TAD* B2.7:3 (B29).

Marriage ⁶	I came to you (and asked you) to give me ⁷ Tamet by name, ⁸ who is your handmaiden, ⁹ for wifehood.	
Investiture	She is my wife ⁴ and I am her husband from this day and forever. ¹⁰	
Dowry	Tamet brought into me in her hand: ¹¹	
7 shekels	1 garment of wool, ¹²	worth (in) silver ⁵ 7 shekels; ¹³
.19 shekels	1 mirror,	worth (in) silver 7 (and a) half hallurs;
	1 PAIR of sandals;	
	(ERASURE: 1 handful of) ⁶ one-half handful ¹⁴ of ⁵ balsam oil;	
	⁶ 6 handfuls of castor oil; ¹⁵	
	1 TRAY	
7.19 shekels	All the silver and the value of the goods:	(in) silver {silver}, 7 shekels, ⁷ 7 (and a) half hallurs. ¹⁶
Repudiation by Husband ¹⁷	Tomorrow or (the) next day, ¹⁸ should Anani stand up in an assembly and say: "I hated Tamet my wife," ⁸ silver of hate(d) is on his head. He shall give Tamet silver, 7 shekels and all that ¹⁹ she brought in in her hand she shall take out, from straw ⁹ to string. ²⁰	

⁶ For this clause see on *TAD* B2.6:2 (B28).

⁷ For the terminology and procedure see on *TAD* B2.1:3 (B23).

⁸ A qualifier regularly attached to the name of a slave (see on *TAD* B2.11:4 [B33]).

⁹ Forty-seven years later, and in retrospect, Tamet would be called the "MAIN BELOVED of Meshullam" and "(THE ONE BELONGING TO) THE INNER (CHAMBER) of Meshullam" (*TAD* B3.12: 11, 24 [B45]). Here she was simply called a "handmaiden" and was not emancipated by Meshullam until twenty years after the date of this contract (*TAD* B3.6:3-4 [B39]).

¹⁰ See on *TAD* B2.6:4 (B28).

¹¹ See on *TAD* B2.6:6 (B28). A variant formula was "Jehoishma your sister brought in to me to my house" (*TAD* B3.8:5 [B41]).

¹² Tamet's dowry consisted of little more than the dress on her back. A woolen garment worth seven shekels lay at the lower end of the scale while her bronze mirror was worth one-fifth that of her daughter Jehoishma. She was endowed with a handful more castor oil than her daughter but of the many vessels her daughter would have she had only a TRAY (*TAD* B3.8:6-21 [B41]). For the oils, see B. Porten, *Archives from Elephantine*, 91-93.

¹³ The scribe originally valued the garment at 5 shekels, but shortly after he wrote down the amount he added, presumably at the insistence of Meshullam, two more strokes to the figure to raise it to 7 shekels.

¹⁴ The balsam oil, on the other hand, written at the end of line 5, was measured at "1 handful" but this quantity was erased, no doubt at the insistence of one of the parties, and "a half handful" was written at the beginning of line 6.

¹⁵ See on *TAD* A2.1:7 (B1).

¹⁶ The meager amount was duly totaled (7.19 shekels) but there was no statement of receipt and satisfaction as in the document of Mibtahiah (*TAD* B2.6:15 [B28]).

¹⁷ The wording of the two Repudiation clauses in our document was almost identical, with the single word *בעדה*, "in an assembly," absent from the second one, no doubt due to scribal ellipsis, and the word order "Tamet my wife" chiasmatically reversed in the second clause to "my husband Anani" (cf. reversal in *TAD* B2.6:23, 27 and see there, lines 22-26, for the details of this clause [B28]).

¹⁸ See on *TAD* B2.1:6 (B23).

¹⁹ The original amount assessed was 5 shekels but haggling raised it to 7½. In the Code of Hammurabi the lower class *muškenum* paid his repudiated wife only ½ maneh whereas the upper class *awelum* had to pay a full maneh (CH 139-40).

²⁰ The document did not accord Tamet the option of going wherever she wished (cf. *TAD* B2.6:25, 28-29 [B28]; 3.8:24 [B41]) or of returning to her father's house (cf. *TAD* B3.8:28 [B41]), steps which were not viable for a handmaiden like Tamet. She was apparently not forced to leave Anani's domicile but might

Repudiation by
Wife

Tomorrow or (the) next day, should Tamet stand up and say:

"I hated my husband Anani,"

silver of ha(t)red is on her head. ¹⁰She shall give to Anani silver, 7 shekels and all ^{2 q(arters)} that she brought in in her hand she shall take out, from straw to string.

Death of Husband

Tomorrow or ¹¹(the) next ¹⁰day, ¹¹should Ananiah die (ERASURE: [It is Meshullam son of Zaccur (who)] has right to half), it is Tamet (who) has right to all goods which will be between Anani and Tamet.²¹

Death of Wife

¹²Tomorrow or (the) next day, should Tamet die, it is Anani, he, (who) has right²² (ERASURE: to half) to all goods which will be between (ERASURE: between) ¹³Tamet and between²³ Anani.

remain in his household as a married woman, albeit demoted in status (akin to the "hated" Leah [Gen. 29:31] and the hated wife of Deut. 21:15-17).

²¹ The name of the deceased party whose estate was the subject of the clause was judiciously placed first in the respective clauses — "all goods which will be between Anani and Tamet" in the death clause of Anani but the reverse order in the death clause of Tamet, "all goods which will be between Tamet and between Anani" (lines 12-13). Since initially Meshullam was given property rights in the event of Anani's predecease, the scribe was careful to avoid the language used in the parallel clause in the other wifedood documents, namely that the surviving spouse had rights to her dead husband's "house, goods, property" and everything else (TAD B2.6:17-20 [B28]; 3.8:28-30 [B41]). Such a clause would have given Meshullam rights to half of Anani's property acquired before their marriage. The revised document allocated the marital property solely between husband and wife, thereby eliminating Meshullam's benefits. For the expression "between ... between" to designate jointly held property see TAD A3.10:2 (B12).

²² The scribe here used the term "have right to" (שליט) and not "inherit" (ירת), the term judiciously used for Ešhor (TAD B2.6:21 [B28]) and Anani b. Haggai (TAD B3.8:35 [B41]) should they survive their respective spouses. The latter term would have been inappropriate since, in the original version, Meshullam was to get half. As he was not a natural heir, under no circumstances could the clause be formulated to have him inherit. Anani, who would have inherited from Tamet were she completely manumitted, lost her share to Meshullam under the original terms, retaining control only over his own half. Even under the revised terms, Meshullam's proprietary rights to Tamet remained in effect and Anani could still not aspire to inherit Tamet.

²³ The scribe duplicated the preposition "between" when describing the property of Tamet since he was cognizant of the distinction between her individual property (the dowry) recorded in this document and their post-nuptial, jointly acquired property, the subject of this clause. No such distinction was necessary for Anani since the document omitted any reference to his individual property (cf. הירא mentioned in TAD B3.2 [B35]). So conscious was the scribe of the need to distinguish between the individual and joint property that he prematurely wrote a second בין (end of line 12), an anticipatory dittography, so to speak, which he subsequently erased.

Rights to Child ²⁴	And I, Meshullam, ²⁵ tomorrow or (the) next day, shall not be able to reclaim ²⁶ Pilti from under ^{And if I do reclaim him from you I shall give Anani silver 5 karsh.} your heart unless you expel his mother Tamet.
Scribe	Wrote Nathan son of Ananiah this document.
Witnesses	And the witnesses ¹⁵ herein: ²⁷ witness Nathan son of Gaddul; ²⁸ Menahem son of Zaccur; ²⁹ Gemariah son of Mahseiah. ³⁰
Dowry Addition 15 Shekels	VERSO ¹⁶ Tamet brought in to Anani in her hand silver, 1 karsh, 5 shekels. ³¹
Endorsement	¹⁷ Document (<i>sealing</i>) of wi[fehood] ³² which Anani wrote for Ta]met.

²⁴ This clause thus had a two-fold thrust: (1) deterrence against peremptory expulsion; (2) provision of child custody in case of said expulsion. Born of a union between a free man and a slave, Pilti remained a slave. Meshullam's ultimate control of him was also his check on Anani's behavior vis-a-vis Tamet. He could not prevent him from expelling (תרך) Tamet just as Abraham had expelled (גרש = תריך [Onkelos]) Hagar (Gen. 21:10), but he could discourage Anani from doing so under threat of loss of his child. The supralinearly added compensation clause actually served to elevate Pilti's status from mere chattel, easily recoverable and reverting to bondage, to that of a son with protected rights and the prospects of attaining complete freedom. The shift in persons from second ("reclaim from you") to third ("give Anani") was commonplace, particularly in clauses of recovery (see *TAD* B3.11:10 [B44]). See H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 38-39.

²⁵ Only rarely did the party of the second part also appear in direct speech in the contracts; a small vertical marginal line marked the change of speaker. See also *TAD* B3.6:11 (B39); 5.5:6-7 (B49). Still, the contract was drawn up only at the instruction of the party of the first part.

²⁶ The word נצל means "to recover, retrieve that which rightfully belongs to one;" see on *TAD* B2.3:18 (B25).

²⁷ See on *TAD* B2.6:37 (B28).

²⁸ Appeared only here.

²⁹ He also witnessed the wifehood document of Mibtahiah drawn up by the same scribe two months later (*TAD* B2.6:38 [B28]).

³⁰ The last witness here, he was first in a bequest of Mahseiah (see on *TAD* B2.3:29 [B25]).

³¹ This was an addition of cash to Tamet's dowry written on the verso after the document had been all but tied and sealed (see on *TAD* B2.6:6 [B28]).

³² Cf the demotic *sh n hm.t*, "writing concerning a wife" (*P. Berlin* 13614 [C27], 13593 [C33], though the term does not occur in these documents) and the Greek συγγραφή συνουχίας, "contract of cohabitation" (*P. Eleph.* 1.2 [D2]).

B37

TAD B3.4 Kraeling 3

SALE OF ABANDONED PROPERTY

DATE: 14 September, 437 BCE
 SIZE: 29 cm wide by 81 cm high
 LINES: 25 (= 24, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Bagazushta son of Bazu and lady *Wbyl* daughter of Shatibara to Ananiah son of Azariah
 OBJECT: House
 WITNESSES: 4
 SCRIBE: Haggai son of Shemaiah

Twelve years after the redaction of his document of wifhood (*TAD* B3.3 [B36]), Anani paid fourteen shekels for the run-down house of the Caspian *pwly* which was held in adverse possession by the Caspian couple Bagazushta and *Wbyl*. It lay across from the Temple on one side and next to the house of *Wbyl*'s father, Shatibara, who may have facilitated the couple's occupation of the property (lines 2-11). The double Waiver clauses (we, children) protected heirs and beneficiaries of the buyer with a stiff twenty karsh penalty (lines 11-19). But the Defension clause provided a limited warranty in case of third party suit — replacement; and reimbursement in case of inability to turn back a suit by heirs of the original owner (lines 19-23). The four witnesses were Persians and Caspians (lines 23-24).¹

RECTO

Date ¹On the 7th of Elul, that is day 9 of the month of Payni, year 28 of Artaxerxes the king,²
 Parties said ²Bagazushta son of Bazu, a Caspian³ of the detachment of Namasava,⁴ and lady⁵ *Wbyl* daughter of Shatibara, a Caspian of Syene of the detachment of Namasava,⁶ ³all (told) I (ERASURE: 1) lady³ ^{1 man} to Ananiah son of Azariah, a servitor to YHW the God,⁷ saying:
 Transfer I We sold and gave ⁴you⁸
 Object the house
 Pedigree of *pwly* son of Misdaya⁹

¹For comprehensive discussion of this document see B. Porten and H.Z. Szubin, *JNES*, 41 (1982), 123-131.

²In 28 Artaxerxes I, 7 Elul = September 15 while 9 Payni = September 14, so this document was written on the night of September 14, 437; see B. Porten in S. Shaked and A. Netzer, *Irano-Judaica II*, 21 and *TAD B*, pp. 186-187.

³Caspians appeared occasionally as witnesses to the documents of Mahseiah (*TAD* B2.7:18-19 [B29] and probably also 2.1:18 [B23]).

⁴This Iranian detachment commander was mentioned only here and was one of three commanders mentioned during the period of Mibtahiah's activity; see on *TAD* B2.9:2 (B31).

⁵See on *TAD* B2.3:2 (B25).

⁶Husband and wife belonged to the same detachment just as father Mahseiah and daughter Mibtahiah did (*TAD* B2.7:1-2 [B29], 2.8:2-3 [B30]).

⁷For the various forms of this title see on *TAD* B3.2:2 (B35).

⁸The regular formula for sale; see also *TAD* B3.12:3, 12 (B45).

⁹Of which they had only possession and not title.

Location	which is in Elephantine the fortress,
Description	whose walls are standing but (who)se courtyard ⁵ is (barren) land and not built; ¹⁰ and windows are in it but beams it does not contain. ¹¹
Transfer II	We sold it to you
Price	and you gave ⁶ us its payment (in) silver, 1 karsh, 4 (ERASURE: [+]) ¹² shekels by the stone(-weight)s of the king, silver zuz ¹³ to 1 karsh,
Satisfaction	and our heart was satisfied ¹⁴ ⁷ with the payment which you gave us.
Boundaries	And behold the ^{se} are the boundaries ¹⁵ of that house which we sold you: above ⁸ it is the house of Shatibara; ¹⁶ below it is the ^{way} _{town} of Khnum ¹⁷ the god and the street of the king is between them; ⁹ east of it the treasury of the king ¹⁸ ^{of it} ^{the God} adjoins it; to the west is the Temple of ¹⁰ YHW and the street of the king is between them. ¹⁹
Transfer III	I, Bagazushta and ^{wbl} , all (told) 2, we sold and gave (it) ¹¹ to you
Withdrawal	and withdrew from it from this day and forever. ²⁰
Investiture	You, Ananiah son of Azariah, have right ¹² to ^{that} house and (so do) your children after you and anyone whom you desire to give (it) to. ²¹
Waiver of Suit I	We shall not be able to institute against you suit ¹³ or process in the name of ²² this house which we sold and gave you and from which we withdrew. And (ERASURE : he) we shall not be able ¹⁴ to institute (suit) against son of yours or daughter or anyone whom you desire to give (it) to. ²³

¹⁰ A Byzantine courtyard in Syene was described as "ruined ... single-storied and unroofed" (*P. Münch.* 13.20-21 [D47]).

¹¹ This was a typical description of a piece of property in a state of disrepair, in our case also abandoned; see B. Porten, *Archives from Elephantine*, 97.

¹² The scribe mistakenly wrote five strokes, erased the fifth one immediately, and continued writing without a break. The house cost him just a little less than a third of what was the value in goods of a house given Mibtahiah by her father Mahseiah in 446 (*TAD* B2.7:6 [B29]).

¹³ The zuz was equivalent to one-half shekel, i.e. 2 quarters, and the scribe sometimes preferred it to "2 q(arters)" in this monetary formula (lines 15, 18; *TAD* A2.2:6 [B2]; B3.8:17 [B41], 3.9:8 [B42]; 4.3:17, 4.4:15; 5.5:3 [B49]).

¹⁴ See on *TAD* B2.6:5 (B28).

¹⁵ See on *TAD* B2.2:7-8 (B24).

¹⁶ Father of the woman who was partner to the sale.

¹⁷ The phrase *תמונת יי חטם* (*TAD* B3.5:10 [B38]), and its relationship to *תמונת יי*, "way of the god" (*TAD* B3.10:9 [B43]), has been much discussed and the options are left open here for both explanations; see *Archives from Elephantine*, 309; *TAD* B, p. 177.

¹⁸ This was most likely the same building as the "royal BARLEY-HOUSE" partially cut away by the Khnum priests in 410 (*TAD* A4.5:5 [B17]) and replaced by a "protecting" (wall) of a ceremonial way (*TAD* B3.11:3-4 [B44]). The demotic documents have the term *ḥḥ.t*, "collection box," which apparently refers to this treasury (*P. Berlin* 13582.2 [C35]).

¹⁹ Anani was buying a house across the street from his place of employment.

²⁰ The scribe did not directly juxtapose the Withdrawal clause to the Satisfaction clause, as elsewhere (*TAD* B2.8:6 [B30]), but tacked it onto the Transfer formula to form an inclusion around the Boundaries clause. See also on *TAD* B2.7:7 (B29).

²¹ The somewhat awkwardly formulated Investiture and Reaffirmation clauses gave him unlimited right of alienation; H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 38.

²² See on *TAD* B2.2:14 (B24).

²³ In two separate clauses, the seller granted protection first to the buyer and then to his heirs and beneficiaries; for this split of clauses see also *TAD* B2.10:9-12 (B32), 3.12:24-26 (B45).

Penalty I	If we institute against you suit or process or institute (suit) ¹⁵ against son in/with (SCRIBAL ERROR FOR: or) daughter of yours or anyone whom you desire to give (it) to, we shall give you silver, 20 karsh, ²⁴ silver zuz ¹⁶ to the ten, ²⁵
Reaffirmation I	and the house is yours likewise and your children's after you and anyone whom you desire to give (it) to. ²⁶
Waiver of Suit II	And ¹⁷ son or daughter of ours shall ¹⁶ not ¹⁷ be able to institute against you ²⁷ suit or process in the name of this house whose boundaries are written ¹⁸ above. ²⁸
Penalty II	If they institute (suit) against you or institute (suit) against son or daughter of yours, they shall give you silver, 20 karsh, silver zuz to the 10,
Reaffirmation II	¹⁹ and the house is yours likewise and your children's after you.
Defension ²⁹	And if another person institute (suit) against you or institute (suit) ²⁰ against son or daughter of yours, we shall stand up ³⁰ and cleanse (it) and give (it) to you within 30 days. And if we do not cleanse (it), ²¹ we or our children shall give you a house in the likeness of your house and its measurements, unless a son of ^{male or female} ²² of his should come ^{pwly} or a daughter and we not be able to cleanse (it). ³¹ Then) we shall give you your silver, 1 karsh, 4 shekels and (the value of) the building (improvements) which you will have built in it ²³ and all the FITTINGS ³² that will have gone into that house. ³³
Scribe	^{23a} Haggai son of Shemaiah wrote at the instruction of Bagazushta and ^{bl} . ³⁴

²⁴ The penalty of twenty karsh (= 200 shekels) was stiff but recurred four more times regarding this property (line 18; *TAD* B3.5:16 [B38], 3.12:30 [B45]); see on *TAD* B2.1:7 (B23). In contrast to this heavy penalty for a suit by the seller and his heirs was the limited warranty offered in case of a third-party suit (lines 19-23).

²⁵ The Penalty clause combined into one both the buyer and his heirs and beneficiaries.

²⁶ Repeating the same awkward formulation in the Investiture clause (lines 11-12)

²⁷ Omitted here, "son or daughter of yours" was implicit because it was included in the Penalty clause (line 18). Beneficiary was omitted from both clauses but was implicit because it was explicit in the first set of Waiver-Penalty clauses (lines 12-16).

²⁸ For this expression cf. *TAD* B2.10:8 (B32) and see on B2.1:10 (B23).

²⁹ In case of a third party suit, the sellers provided Anani with a limited three-phase warranty, promising in succession to cleanse the property of all challenge, to replace it in case of failure to cleanse, and to refund the purchase price in case of failure to cleanse because the challenge came from an heir of the original owners.

³⁰ Cf. *TAD* B1.1:10, but ordinarily this auxiliary verb introduced a negative act — repudiate (*TAD* B2.6:22, 26 [B28]; 3.3:7, 9 [B36], 3.6:13 [B39], 3.8:21 [B41]), evict (*TAD* B2.6:29 [B28]; 3.7:16 [B40], 3.8:30 [B41]; 6.3:9), reenslave (*TAD* B3.6:7 [B39], 3.9:6-7 [B42]).

³¹ The ability of the sellers to cleanse the property in case of a suit by the heirs of the original owners might depend upon whether the heirs had filed public protest according to accepted procedure in Egyptian law.

³² For this word see on *TAD* A6.2:5 (B11).

³³ Reimbursement for improvements installed prior to eviction was provided by a Byzantine contract (*P. Lond.* V 1735.17-18 [D50]) and was found in Talmudic law (*Tosefta Ketubot* 8:10).

³⁴ Surprisingly, the scribe Haggai forgot to sign his name before the signature of the first witness and so had to squeeze it in between the lines; see on *TAD* B2.7:19 (B29).

Witnesses

And witnesses herein:³⁵

23(2nd hand) Mithradata son of Mithrayazna;

(3rd hand) witness *Hyh/Hyrw* son of *ʔrly*, a Caspian;

24(4th hand) house of *Vyzbl*, a Caspian;³⁶

(5th hand) witness Aisaka son of Zamaspa.

VERSO

Endorsement

²⁵Document (*sealing*) of a house which Bagazushta and *Ybl* sold³⁷ to Ananiah, a servitor to YH³⁸ in Elephantine.

³⁵ Only the standard number of four witnesses was required for sale (see on *TAD* B2.1:15 [B23]) and they were all Caspians (3rd and 4th hands) and Iranians. None appeared elsewhere.

³⁶ A similar name appeared among the witnesses to two documents in the Mibtahiah archive (*TAD* B2.6:39 [B28], 2.7:18 [B29]). The initial word "house of" appears to have been written by the scribe and is most puzzling.

³⁷ Sale contracts had the word "sold" rather than "wrote" (*TAD* B3.12:35 [B45]); see on *TAD* B2.1:20 (B23).

³⁸ The divine name was uniquely abbreviated here.

B38

TAD B3.5 Kraeling 4

BEQUEST OF APARTMENT TO WIFE

DATE: 30 October, 434 BCE
 SIZE: 28.5 cm wide by 57.5 cm high
 LINES: 25 (= 24, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Ananiah son of Azariah to lady Tamet his wife
 OBJECT: Apartment
 WITNESSES: 4
 SCRIBE: Mauziah son of Nathan

Anani refurbished the house of *pwly* which he had bought from the Caspians Bagazushta and *Wbyl*. Three years after purchase date, the requisite period according to Egyptian law for establishing right to abandoned property, he bestowed a room therein (measuring $11 \times 7\frac{1}{2}$ cubits = 81 sq cubits) upon his wife Tamet, perhaps on the occasion of the birth of their daughter Jehoishma (lines 2-12). The investiture clause did not seek to preempt Tamet's right to dispose of the property during her lifetime. But Anani treated his house as a family estate and should the couple die intestate, it was to pass on to their mutual children, Jehoishma and Pilti (lines 4-5, 16-20). Thirty-two years later, Tamet and Anani sold their share to their son-in-law (TAD B3.12 [B45]), an act which would have been in violation of this contract had it been a bona fide gift and not a bequest. Uncharacteristically, each challenge in our document carried a distinct penalty — five karsh for a suit by Anani, twenty karsh for one by his heirs, and ten karsh for attempted reclamation by his heirs after his death (lines 12-22). Two of the four witnesses were Magians (line 24).

RECTO

Date ¹On the 25th of Tishri, that is day 25 of the month of Epeiph, year 31 of Artaxerxes the king,¹
 Parties said Ananiah ²son of Azariah, a servitor of YHW the God in Elephantine the fortress,² to lady³ Tamet his wife, saying:
 Transfer I I gave ³you
 Object half of the large room,⁴ and its chamber, of the house
 Pedigree⁵ which I bought from *wbyl* daughter of Shatibara and from Bagazushta,
⁴Caspians of Elephantine the fortress.
 Transfer II I, Ananiah, gave it to you in love.⁶

¹ An exact synchronism for October 30, 434; B. Porten in S. Shaked and A. Netzer, *Irano-Judaica II*, 20 and TAD B, pp. 186-187.

² For the title see on TAD B3.2:2 (B35).

³ See on TAD B2.3:2 (B25).

⁴ This is a feminine noun loanword from Egyptian — *tr* = *tr*.

⁵ See on TAD B2.7:3 (B29).

⁶ The Transfer clause was repeated as an inclusion to the Pedigree. Dowries and bequests made *inter familiam* were regularly stated as being given "in love" (ברחמן [line 12; TAD B3.8:41 (B41)]) 3.10:5, 12, 17 (B43), 3.11:9 (B44); 5.5:3 (B49); 6.4:7; ברחמה [3.7:14 (B40)]; רחמת [3.13:26, 31 (B45)]; see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 36.

Investiture	Yours it is ⁷ from this day ⁵ forever ⁸ and your children's, whom you bore me, ⁹ after you.
Measurements	And behold the measurements of that house ¹⁰ which I, ⁶ Ananiah, gave you, Tamet, ¹¹ from ¹² half of the large room and its chamber was: ¹³ from above to below, ⁷ 11 ⁶ cubits ⁷ by the measuring rod; in width, cubits ¹⁴ from east to west, 7 cubits 1 h(and) ¹⁵ by the measuring rod; IN AREA, ¹⁶ ⁸ 81 cubits.
Description	Built is (the) lower house, ¹⁷ new, containing beams ¹⁸ and windows. ¹⁹
Boundaries	And behold this is ²⁰ the boundaries of that house ²¹ ⁹ which I gave you: above it the portion of mine, I, ²² Ananiah, ²³ adjoins it; below it ¹⁰ is the Temple of YHW the God and the street of the king is between them; east of it is the ^{way} _{town} of Khnum the god ¹¹ and the street of the king is between them; west of it the house of Shatibara, a Caspian, adjoins it.

⁷ See on TAD B2.1:4 (B23).

⁸ See on TAD B2.3:9 (B25).

⁹ Anani was treating his house as an estate, to pass on only to his children with Tamet. There was no clause authorizing transfer to a third party, as there was in TAD B2.3:9-10 (B25), 2.7:8, 16 (B29); 3.4:11-12 (B37), 3.12:22-24 (B45); see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 42.

¹⁰ The word "house" was often used in these documents to designate no more than a room or so (lines 12, 14, 25; TAD B3.10:5, 8, 11-12, 16, 27 [B43], 3.11:2, 7, 11, 13-15, 21 [B44], 3.12:3-4, 12-13, 15, 17, 22, 25, 28-30, 35 [B45]). Correspondingly, plural "houses" might mean "rooms" or even upper and lower structures (TAD B3.7:14, 16 [B40]); see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 37.

¹¹ When adding the name of the first person donor ("Ananiah") in a second person address ("you") it was good form to add the name of the donee ("Tamet") as well (absent in TAD B2.1:11-12 [B23]).

¹² I.e. consisting of.

¹³ Instead of the grammatically correct were. The formula was unusually long; see on TAD B2.3:4 (B25) and P. Grelot, *Documents araméens d'Égypte*, 222. An alternate rendering would attach "from half of the large room ..." to the beginning of the following measurements. That rendering would eliminate the non-congruence between plural "measurements" and singular "was" by assuming a double introduction — "And behold the measurement ... its chamber. It was:" This singular verb (ܡܘܢ) elsewhere preceded the term "length" in a measurement formula (TAD B2.6:8-10 [B28]; 3.7:4 [B40]).

¹⁴ The word here was an anticipatory redundancy.

¹⁵ Aramaic has the single letter *kaph*, which probably abbreviates ܟܦ, "hand" (measured from the tip of the middle finger to the wrist joint) = $\frac{1}{2}$ cubit; see TAD B, p. 177, also for next note.

¹⁶ Arrived at by multiplying the length by the width and rounding off ($11 \times 7\frac{1}{2} = 80\frac{1}{2}$, rounded off to 81).

¹⁷ I.e. the bottom floor.

¹⁸ Beams might be bought for grain and stored for future use; see on TAD A2.2:14 (B2).

¹⁹ The house Anani bought from Bagazushta and his wife contained windows but no beams (TAD B3.4:5 [B37]). He had since made it like "new."

²⁰ Instead of the grammatically correct "these are."

²¹ For the Boundaries clause see on TAD B2.2:7 (B24). Three of the four boundaries of the house as acquired from Bagazushta are the same. Anani gave Tamet a room which lay "below" his. "Above" that room lay the royal treasury. But the location of the neighbors has shifted 90°. In the previous document Haggai listed the neighbors Shatibara-treasury-Khnum-Temple in the order above-east-below-west (so too in TAD B3:10-12 [B43-45]). But here they were west-above-east-below. As in the shift of orientation in the Mahseiah archive (see on TAD B2.3:5 [B25]) so here true location lay midpoint; see TAD B, p. 177 and Figure 4.

²² For addition of the independent pronoun as emphatic see on TAD A3.3:11 (B8) and B2.2:7 (B24).

²³ Such a double reinforcement ("mine, I, Ananiah") also appeared in line 19; see on TAD B2.2:7 (B24).

Transfer III	This share of ¹² the house who(se) measurements are written and whose boundaries (are written above) ²⁴ — I, Ananiah, gave it to you in love. ²⁵
Waiver of Suit	I shall not be able, ¹³ I, Ananiah, to bring (suit) against you on account of it. ²⁶ Moreover, son of mine or daughter, brother or sister shall not be able ¹⁴ to institute (suit) against you in the name of ²⁷ that house. ²⁸
Penalty	And if I institute suit against you in the name of that house, I shall be obligated ²⁹ ¹⁵ and I shall give you silver, 5 karsh, that is five, ³⁰ by the stone(-weight)s of the king, silver 2 q(uarters) to 1 karsh, without suit. ¹⁶ And if another person ³¹ institute against you suit, he shall give you silver, 20 karsh, ³²
Reaffirmation I	and the house likewise is yours.
Succession ³³	But ¹⁷ if you die at the age of 100 years, ³⁴ it is my children whom you bore me (that) have right to it after ¹⁸ your death. And moreover, if I, Anani, die at the age of 100 years, it is Pilti and Jehoishma, ³⁵ all (told) 2, my children, (who) ¹⁹ have right to my other portion, I, Anani. ³⁶ Another person ³⁷ — my mother or my father, brother or sister, or ²⁰ another ¹⁹ man ³⁸ — ²⁰ shall not have right to the whole house, but (only) my children whom you bore me.

²⁴ See on TAD B2.1:10 (B23).

²⁵ The Transfer clause was again repeated, this time as an inclusion to the Measurements, Description, and Boundaries clauses. The scribe also took the opportunity to add to two of those clauses the statement "of that house which I gave you," bringing to five the number of occurrences of the key word "gave."

²⁶ See on TAD B2.2:5 (B24).

²⁷ See on TAD B2.2:14 (B24). The scribe varied his terminology, alternating "on account of" and "in the name of."

²⁸ In two separate clauses, the donor first obligated himself and then his heirs not to sue.

²⁹ The verb חוּב occurred here for the first time in our archives and was followed by (a verb to "give") money (TAD B3.6:14 [B39], 3.11:10, 13 [B44], 3.12:29 [B45], 3.13:6 [B46]); but see already 4.4:15 [483 BCE] = "We shall be obligated to you for silver, 100 karsh." In the stative form (חוב) the verb occurred twice in Waiver of Reclamation of dowry clauses without stated monetary consequences for violation (TAD B3.8:40-42 [B41]; 6.4:7-8).

³⁰ For the numerical repetition see on TAD B2.2:14 (B24).

³¹ "Another person" here was a collective term referring to the children and siblings singled out in the second half of the Waiver clause (line 13). It had similar collective meaning in line 19 below.

³² In contrast to the moderate, five karsh penalty Anani imposed on himself in case of suit was the heavy twenty karsh penalty imposed on a suit by his heirs; see on TAD B2.1:7 (B23); 3.4:15 (B37).

³³ This paragraph spelled out what was implicit in the Investiture clause — the couple's children, and only the couple's children, were to control the property, in whole or in part, after their death.

³⁴ Clauses anticipating death in the legal contracts ("If PN should die tomorrow or the next day" [TAD B2.1:8 (B23), 2.6:17, 20 (B28); 3.3:10-12 (B36), 3.8:28-29, 34-35 (B41)] or "If I should die" [TAD B3.1:14 (B34), 3.13:8 (B46)]) were not infrequent. Only here, however, did "next day" give way to "100 years" in an apparently apotropaic statement; see B. Porten, *Archives from Elephantine*, 185 and on TAD B2.1:8 (B23).

³⁵ Pilti, later known as Pelatiah (TAD B3.7:11-12 [B40]), was present at the time of the redaction of Tamet's document of wifehood fifteen years earlier (TAD B3.3:13 [B36]). Perhaps the present bequest was made on the occasion of Jehoishma's birth. These are the same children meant in line 17, only here their names are spelled out.

³⁶ This double reinforcement also occurred in line 9; see on TAD B2.2:7 (B24).

³⁷ Proper punctuation of this sentence is important for correct interpretation. "Another person" was, as above (line 13), a collective term (also in TAD B3.6:9 [B39]), here covering the following specific persons (parent, sibling, beneficiary). But the term could be ambiguous, referring in one and the same document to a specific beneficiary, equivalent to "another man," and, as here, a collective of beneficiaries (TAD B2.7:8-9, 11 [B29]). See B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 51-58.

³⁸ "Another man" was a beneficiary, as elsewhere in these legal texts; see on TAD B2.3:10-11 (B25).

Reclamation	And the person ³⁹ who shall reclaim ⁴⁰ ²¹ my house after my death from Pilti and Jehoishma
Penalty	shall give them silver, 10 karsh by the stone(-weight)s of ²² the king, silver 2 q(uarters) to 1 karsh,
Reaffirmation II	and my house is theirs likewise, without suit.
Scribe	Wrote Mauziah son of Nathan ⁴¹ at the instruction of ²³ Ananiah son of Azariah the servitor.
Witnesses	And the witnesses herein: ⁴² (1 st hand) Gemariah son of Mahseiah; ⁴³ ²⁴ (2 nd hand) Hoshaiiah son of Jathom; ⁴⁴ (3 rd hand) Mithrasah the Magian; ⁴⁵ (4 th hand) Tata the Magian. ⁴⁶
	VERSO
Endorsement	²⁵ (sealing) Document of a house which Ananiah wrote for Tamet his wife. ⁴⁷

³⁹ This "person" = "another person" (line 19) referred to the potential claimants in the Succession clause.

⁴⁰ Property given "in love," as was this one, was particularly vulnerable to reclamation, either by the donor or his heirs, but only here was such an attempt penalized; see on *TAD* B2.3:18 (B25).

⁴¹ For this professional scribe see on *TAD* B2.9:16 (B31).

⁴² In the subsequent bequests of part of this property to the daughter Jehoishma, eight witnesses were required (*TAD* B3.10:23-26 [B43], 3.11:18-20 [B44]).

⁴³ Probably son of Mahseiah son of Jedaniah, he witnessed four documents; see on *TAD* B2.3:29 (B25).

⁴⁴ See on *TAD* A4.4:7 (B16).

⁴⁵ A Mithrasah son of Mithrasah witnessed a contract of Mahseiah in 446 (*TAD* B2.7:18 [B29]).

⁴⁶ The two Magians must have come together. This second one appeared only here.

⁴⁷ Uniquely, the endorsement was not written on either side of the seal, beginning from the right edge of the papyrus, but to the left of the bulla, beginning at the left edge of the papyrus roll, which had been turned 180° for the purpose.

B39

TAD B3.6 Kraeling 5

TESTAMENTARY MANUMISSION

DATE: 12 June 427 BCE
 SIZE: 30 cm wide by 40.5 cm high
 LINES: 18 (= 17, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Meshullam son of Zaccur to lady Tapemet his handmaiden
 OBJECT: Slaves
 WITNESSES: 4
 SCRIBE: Haggai (son of Shemaiah)

In a document drawn up in contemplation of death, at least twenty-two years after Tamet's marriage to Anani, her master Meshullam manumitted wife and daughter Jehoishma upon his death. The contract was designated on the endorsement "document of withdrawal" (line 18) and its format was that of the conveyance, freedom here being the commodity conveyed and a stiff fifty karsh penalty imposed on any heir or related party seeking to deny it. The emancipation formula was threefold, each time expanding the word "release" — "free," "from the shade to the sun," "to God/the god" (lines 2-10). The pair did not go scot-free, however, but became part of Meshullam's family, his adoptive children and the adoptive sisters of Meshullam's son Zaccur. In consideration of emancipation they pledged continued service as children, to Meshullam till his death and afterwards to Zaccur, again under heavy fifty karsh penalty for future refusal (lines 11-15). The procedure was not drawn up in the presence of any government official (contrast *TAD* B3.9:2-3 [B42]) and only four witnesses were required, one of whom was a Mede (line 17). The scribe Haggai introduced four Persian loanwords — one specific to this transaction (אזת, "free" [line 4]) and the other three, words that would recur in subsequent contracts (הננית, "partner in chattel," הנבג, "partner in realty," and אבנרן, "penalty" [lines 5, 8, 14]).

RECTO

Date ¹On the 20th of Sivan, that is day 7 of Phamenoth, year 38 of Artaxerxes the king,¹
 Parties then² said Meshullam son of Zaccur,³ a Jew of Elephantine the fortress of the detachment of Iddinnabu,⁴ to lady Tapemet⁵ by name⁶ his handmaiden, who is branded⁷ on her right hand like this: "(Belonging) to Meshullam," saying:

¹ The double date yields a perfect synchronism for June 12, 427; see B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 20.

² See on *TAD* B2.9:1 (B31).

³ See on *TAD* B2.7:3 (B29).

⁴ For the years of his activity (446-420) see on *TAD* B2.9:2 (B31).

⁵ This was the way the scribe Haggai wrote her name (lines 11, 18; *TAD* B3.12:1, 3, 11, 24, 33, 35 [B45]) in contrast to the other scribes who wrote Tamet (*TAD* B3.3 [Nathan (B36)], 3.5:2, 6, 25 [Mauziah (B38)], 3.7:3 [B40]).

⁶ A qualifier regularly attached to the name of a slave (line 4 and see on *TAD* B2.11:4 [B33]).

⁷ See on *TAD* B2.11:4 (B33).

Manumission	I thought of you ⁴ in my lifetime. ⁸ (To be) free ⁹ I released you at my death and I released Jeh(o)ishma ¹⁰ by name your daughter, whom ⁵ you bo(r)e me. ¹¹
No-Reenslavement	Son of mine ^{or daughter} or brother of mine or sister, near or far, ¹² partner-in-chattel or partner-in-land ¹³ ⁶ does not have right to you or to Jeh(o)ishma your daughter, whom you obre (ERROR FOR: bore) me; does not have right to you, ⁷ to brand you or TRAFFIC WITH you (for) PAYMENT ¹⁴ of silver. ¹⁵
Penalty	Whoever ¹⁶ shall stand up against you ¹⁷ or against Jeh(o)ishma your daughter, ⁸ whom you bo(r)e me, shall give you a penalty ¹⁸ of silver, 50 karsh ¹⁹ by the stone(-weight)s of the king,
Reaffirmation ²⁰	and you ⁹ are released from the shade to the sun ²¹ and (so is) Jeh(o)ishma your daughter and another person ²² does not have right ¹⁰ to you and to Jeh(o)ishma your daughter but you are released to God. ²³

⁸ This was an expression appropriate to a gift in contemplation of death (*TAD* B3.10:2 [B43]), here emancipation.

⁹ Aramaic אַחַת was an Old Persian loanword **azātā*-; for a Greek parallel see *P. Edmonstone* 7 (D18).

¹⁰ Throughout the document her name was written without the letter *waw*.

¹¹ I.e. "whom you bore for me" in a legal sense, as handmaiden, since Jehoishma's biological father was Anani (*TAD* B3.5:17-18 [B38]).

¹² See on *TAD* B2.1:9 (B23).

¹³ These two Persian loanwords (הַנְּגִיטָה = **hangaitha*, "partner in chattel" and הַנְּבִיטָה = **hanbāga*-, "partner in realty") appeared for the first time here and recurred in all subsequent contracts drawn up by Haggai for Anani (*TAD* B3.10:18 [B43], 3.11:12 [B44], 3.12:27 [B45]) and in a document by an unknown scribe (*TAD* B5.5:9 [B49]). Describing categories of joint ownership, they displaced but did not exclude the terms "another man" (= beneficiary) and "man of mine" (= representative). They illustrate the striving for precision in the formulation of the Waiver clauses; see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 62-63.

¹⁴ Aramaic מְנַחֵם מְנַחֵם is difficult to translate precisely.

¹⁵ With the term "have right to" put in the negative, this clause was equivalent to a Non- or Disinvestiture clause. It was comparable to the second half of the first investiture clause in Mahseiah's bequest to Mibtahiah, "I have no child, sibling or beneficiary who has right to that land but you" (*TAD* B2.3:10-11 [B25]).

¹⁶ Whoever among those enumerated in the No-Reenslavement clause (line 5).

¹⁷ The expression was elliptical for "stand up against you to brand you" (*TAD* B3.9:7 [B42]; cf. 2.6:29 [B28]; 3.7:16 [B40], 3.8:30 [B41]).

¹⁸ See on *TAD* B2.9:14 (B31).

¹⁹ This was the stiffest penalty recorded, indicating the importance attached to preservation of the rights of an emancipated slave.

²⁰ Repeating and expanding the term of the Manumission clause ("released"), this clause, following as it does the Penalty clause, was comparable to the Reaffirmation of Investiture clause in conveyances (see on *TAD* B2.1:8 [B23]).

²¹ A metaphorical expression with its counterpart in the Passover Haggadah on the Israelites' release from "darkness to light."

²² Here once more this term was used as a collective (see on *TAD* B3.5:19 [B38]), to refer to the enumerated parties in the No-Reenslavement clause (line 5).

²³ Or to "the god." Release to deity was well-known in Babylonian manumission documents; see B. Porten, *Archives from Elephantine*, 220 for references. In a Greek manumission document the freed person was released "under (= subject only to) earth and sky" (*P. Edmonstone* 7 [D18]).

Obligation of Support	<p>¹¹And said Tapemet and Jeh(o)ishma her daughter:²⁴ We, he (ERROR FOR: we) shall serve²⁵ you, (a) a son or daughter supports²⁶ his father, ¹²in your lifetime.²⁷ And at your death we shall support Zaccur your single²⁸ son (ERASURE: w[ho]) like a son who supports his father, as we shall have been doing ¹³for you in your lifetime.</p>
Penalty	<p>(ERASURE: If stand up) We, if we stand up,²⁹ saying: "We will not support you as a son supports ¹⁴his father, nor Zaccur your son after your death," we shall be obligated³⁰ to you and to Zaccur your son (for) a penalty of ¹⁵silver, 50 karsh by the stone(-weight)s of the king, pure silver,³¹ without suit or without process.³²</p>
Scribe and Place	<p>Wrote Haggai³³ ¹⁶this document in Elephantine at the instruction of Meshullam son of Zaccur.</p>
Witnesses	<p>And the witnesses herein:³⁴ (2nd hand) Atrpharna son of Nisaya, ¹⁷a Mede;³⁵ (3rd hand) witness Micaiah son of Ahio;³⁶ (4th hand) witness Berechiah son of Miptah;³⁷ (5th hand) Dalah son of Gaddul.³⁸</p>
Endorsement	<p>VERSO ¹⁸[Document] (<i>sealing</i>) of withdrawal which Meshullam son of Zaccur wrote for Tapemet and Jeh(o)ishm(a).</p>

²⁴ See on TAD B3.3:13-14 (B36). The declaration began on a new line with a short marginal stroke drawn to indicate the change in speakers.

²⁵ Aramaic פלח = Hebrew עבד (Malachi 3:17) would be a standard term to describe the "service" a son rendered to a father. Thus the child of Ruth and Boaz who was to support Naomi in her old age was called Obed, "Server" (Ru. 4:17).

²⁶ Aramaic סבל = Hebrew כלכל (Ruth 4:15) was the normal term for old-age support (TAD B3.10:17 [B43] and probably 5.5:4 [B49]; Isaiah 46:3); see also TAD A2.3:5 (B3).

²⁷ Though not emancipated until Meshullam's death, mother and daughter were already to relate to him as an adoptive father, and to his son Zaccur in the same fashion after his death.

²⁸ If this thick stroke is correctly read it would give the numeral "1" the meaning of "single, only." Elsewhere it had the meaning "alone" (TAD A2.4:4 [B4]). Zaccur bore the same name as his grandfather (line 2).

²⁹ Particularly in the documents of wifehood, the act of "standing up" was introductory to a declaration of legal import with negative consequences (TAD B2.6:22, 26 [B28]; 3.3:7, 9 [B36], 3.8:21 [B41]); see on TAD B3.4:20 (B37).

³⁰ See on TAD B3.5:14 (B38).

³¹ See on TAD B2.1:7 (B23).

³² See on TAD B2.3:14 (B25).

³³ According to the handwriting he was Haggai son of Shemaiah who was once a witness for Mahseiah and wrote most of the documents for Ananiah; see on TAD B2.7:19 (B29).

³⁴ The normal number of four witnesses sufficed for this transaction; see on TAD B2.1:15 (B23) and B2.8:22 (B30).

³⁵ Appeared only here

³⁶ See on TAD B3.2:11-12 (B35).

³⁷ Appeared only here.

³⁸ Appeared only here.

B40

TAD B3.7 Kraeling 6

A LIFE ESTATE OF USUFRUCT

DATE: 11 July, 420 BCE
 SIZE: 31 cm wide by 28.5+? high
 LINES: 20+, perpendicular to the fibers on the recto, parallel to the joins; bottom and endorsement missing; folded from top to bottom
 PLACE: Elephantine
 PARTIES: Anani son of Azariah to Jehoishma his daughter
 OBJECT: Apartment
 WITNESSES: Missing
 SCRIBE: Unknown

Written by an unknown scribe, this document was much corrected and bore unique terms and formulae.¹ It was the first of three deeds drawn up by Anani for the bequest of room(s) in his house which he was bestowing upon his daughter Jehoishma. This one was in contemplation of her marriage, which was to be recorded in a document of wifehood drawn up three months later (*TAD* B3.8:1 [B41]). Absence of certain provisions, such as right of devolution and alienation and penalty for nonreclamation, indicated that Anani, who had already bestowed upon his son Pilti/Pelatiah part of a courtyard in his house (lines 10-12), was now creating a life estate of usufruct for his daughter in another part. This consisted of the upper and lower parts of a room (7x6? cubits) which lay "above" Anani's quarters, the other half of the courtyard, and access rights to Anani's stairway and exit from the property (lines 3-14). While his pledge of non-reclamation was not subject to penalty, attempted eviction after his death was penalized at ten karsh. The document broke off just where the fate of the property after Jehoishma's death was laid down (lines 15-18).

RECTO

Date ⁰(ERASURE: of Pharmouthi, that is d[ay])
¹On the 8th of Pharmouthi, that is d[a]y 8 of Tammuz, year 3 of Darius the king,²
 Place then ²[in Elephantine] the [fort]ress,³
 Parties say I,⁴ Anani son of Azariah, a servitor of YHW the God, to Jeh(o)ishma ³by name,⁵ my child,⁶ her mother (being) Tam[et] my wife, saying:
 Transfer I I, Anani, g[av]e you
 Object I a⁷ house,⁸
 Description built,⁴ containing beams,⁹ —

¹ Discussed at length in H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 29-45.

² If we assume that the scribe omitted a fourth stroke in the year date, then we get an exact synchronism for July 11, 420. Otherwise there would be a twelve day discrepancy for 421 (= 3 Darius II), when 8 Pharmouthi = July 11 and 8 Tammuz = July 23. For precedence of the Egyptian month to the Babylonian month see on *TAD* B3.2:1 (B35).

³ See on *TAD* B2.9:1 (B31).

⁴ Only here did the Parties clause begin in the 1st person present tense; see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 36.

⁵ Jehoishma was still tagged "by name," the designation of a slave.

⁶ Aramaic ברי, narrowly "my son" but possible as "my child." The scribe had apparently begun to write ברת, "my daughter" (which he did write in line 11) but erased the *taw* and wrote ברי instead.

⁷ For the indefinite article see on *TAD* B2.1:4(B23).

⁸ For "house" = room see on *TAD* B3.5:5 (B38).

⁹ There was no window in this room as there was in Tamet's room (see on *TAD* B3.5:8 [B38]).

Measurements	it was: ¹⁰ l[ength] seven, that is 3[+4] (= 7), ¹¹ cubits by the measuring rod [by six; —
Object II	and half the courtyard], ⁵ (which) they call (in) Egyptian ¹² [the <i>hyt</i> ; and half the stairway].
Boundaries	These are the boun[da]ries of [th]at house: ¹³ below i[t] is ⁶ the house ¹⁴ of Anani son of Azariah [...] ... between them; a[bo]ve it is ⁷ the treasury of the king; west [of it the house of Shatibara adjoins i]t; ¹⁵ east of it is (ERASURE: the house of) ⁸ the house of Ḥor, a servant of Kh[num the god.
Transfer II	<i>I gave it to yo]u.</i> ¹⁶
Investiture I	You, Jehoishma my daughter, ⁹ have right to [this] hous[e, who]se boundaries are written in [t]h[is] document, ¹⁷ below and a[bo]ve. ¹⁸ ¹⁰ And yo[u] have right [to] ascend and to descend by th[at] stairway [of] my [h]ouse. And [that] courtyard [which is] ¹¹ bet[w]een them, ¹⁹ bottom and th[at a]bove, ²⁰ between Pelatiah my son and [Jehoi]shma my daughter — [half] ¹² to Pelat[ia]h and half to [Je]h[oishma ...] ... ²¹
Transfer III	I, Anani, [ga]ve you this hous[e] ¹³ and half the courtyard and half the stair[way.
Investiture II	And] yu [have right] to them to ascend above and descend ¹⁴ and go out outside.
Transfer IV	I, Anani, gave you these houses ²² in love. ²³

¹⁰ With merely the verb מנן the formula was elliptical for "its measurements was (= were);" see on *TAD* B2.6:8-10 (B28).

¹¹ For the numerical repetition see on *TAD* B2.2:14 (B24).

¹² This lexicographical observation was also made for this word in the only other document where it occurred (*TAD* B3.11:4 [B44]).

¹³ See on *TAD* B2.2:7 (B24). The orientation here was the same as that in the document drawn up by Mauziah (*TAD* B3.5:9-11 [B38]).

¹⁴ I.e. his remaining room(s).

¹⁵ For justification of this restoration see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 36

¹⁶ At first glance this clause would appear merely to establish an inclusion around the Measurements, Description, and Boundaries clauses, as frequently in our documents (*TAD* B2.3:3-8 [B25]; 3.4:3-11 [B37], 3.11:2-8 [B44]). Actually, it was the second link in a sevenfold chain interweaving the Transfer and Investiture clauses (gave [line 3], [gave {8}], right to [9], right to [10], gave [12], right to [13], gave [14]); see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 40-41.

¹⁷ See on *TAD* B2.1:9 (B23).

¹⁸ I.e. the ground floor and the upper story, to be reached by the stairway in Anani's apartment.

¹⁹ I.e. which lay between the property of Anani and Jehoishma.

²⁰ The courtyard which was barren when the property was bought from the Caspian couple (*TAD* B3.4:4-5 [B37]) had since been built up and contained some sort of upper structure.

²¹ Pelatiah, known earlier as Pilti (*TAD* B3.3:3:13 [B36], 3.5:18 [B38]), must have been given a document, similar to that of Jehoishma, which guaranteed his rights to a half share of the courtyard.

²² Anani referred to the upper and lower structures he was giving as plural items, houses; see on *TAD* B3.5:5 (B38).

²³ See on *TAD* B3.5:4 (B38).

Waiver of Reclamation ²⁴	15 ¹ , Anani, 14 ^{not} shall be able 15 ^{to} to reclaim (them) ²⁵ from you. And I shall not be able to say: ²⁶
Penalty for Expulsion	16 ^{Whoever} shall stand up against you ²⁹ to expel you ³⁰ from the hoses which I wrote ³¹ and ga[ve you shall give to Jehoishma] ³² 17 ^{my} daughter a penalty ³³ of silver, 10 karsh ³⁴ [by the stone(-weight)s of the king, silver 2 q(quarters)/zuz to the ten/1 karsh, without suit].
Reversion	18 ^{If} Jehoishma die at the age of [100] y[ears ... ¹⁹ ...] ³⁵ ... will be ... [...] 20 ^{...} Hosha[iah ..., (TWO UNPLACED FRAGMENTS REMAIN; BOTTOM MISSING)

²⁴ While the first statement prohibited the act, the second prohibited the intention. A similar prohibition appeared in a Byzantine bequest, "But if I should wish in same way to change my mind ..." (*P. Münch* 8.30-32 [D23]). Absence of penalty was indicative of the nature of the bequest; see on *TAD* B2.3:18 (B25). The last three final clauses (Waiver, Penalty, Reversion) followed a life sequence: benefactor's lifetime, benefactor's death, beneficiary's death; see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 41.

²⁵ See on *TAD* B2.3:18 (B25).

²⁶ This self-restriction also occurred, expanded and with implicit penalty, in documents of wifehood with regard to the dowry (*TAD* B3.8:41-42 [B41]; 6.4:7-8).

²⁷ The two parallel passages had simply "I;" see previous note.

²⁸ Alternately translate., "My soul desired to reclaim them from you" — complementing a verb by means of a finite verb (cf. *TAD* B3.8:41 [B41]).

²⁹ See on *TAD* B3.6:7 (B39).

³⁰ An action that would take place after Anani's death, as in *TAD* B3.8:28-32 (B41).

³¹ Unique in our documents, the expression meant "assign property" in Tannaitic texts (Peah 3:7-8; Baba Bathra 8:5); H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 33.

³² The scribe switched from 2nd to 3rd person address in the same sentence; see on *TAD* B2.7:4 (B29).

³³ See on *TAD* B2.9:14 (B31).

³⁴ This was the same penalty as for an attempt at reclamation of Anani's bequest to Tamet after his death (*TAD* B3.5:20-22 [B38]). Otherwise, penalties for violation of Anani's purchase and bequests were twenty and thirty karsh; see on *TAD* B2.1:7 (B23).

³⁵ As in Anani's bequest to Tamet (*TAD* B3.5:16-20 [B38]), so here this clause would detail the fate of the property, presumably reverting to the donor, Anani; H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 41-42.

B41

TAD B3.8 Kraeling 7 + 15 + 18/1, 3, 8, 13, 18, 19, 22, 26, 30

DOCUMENT OF WIFEHOOD

DATE: 2-30 October 420 BCE
 SIZE: 30 cm wide by 92 cm high
 LINES: 45 (= 44, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Ananiah son of Haggai to Zaccur son of Meshullam
 OBJECT: Wifehood
 WITNESSES: 6[+?]
 SCRIBE: Mauziah son of Nathan

At forty-five lines, this was the longest contract in our collection. It entered the Brooklyn Museum in fragments and has been restored over the years like a jigsaw puzzle. Emancipated and adopted seven years earlier (TAD B3.6 [B39]), Jehoishma was given away not by her father Anani but by her adoptive brother Zaccur, who furnished her with a handsome dowry of 78.125 shekels plus seventeen unevaluated items (lines 4-21). This included a *mohar* of one karsh paid by the groom Anani son of Haggai. The customary Death and Repudiation clauses were expansively formulated and subtly structured. The repudiation statement was expanded and the amount of the dowry spelled out; loss of *mohar* and 7½ shekel compensation were the price for repudiation (lines 21-28). The Non-Expulsion clause was tacked onto the Death of Husband clause directly and violation assessed at twenty karsh (lines 30-32). Alternating with the two Death clauses (lines 28-30, 34-36) in *abab* fashion were two reciprocal clauses forbidding the taking of an additional spouse, each with its distinctive language but with identical penalty — application of the “law of hatred,” doubtless the same consequences as for repudiation by declaration (lines 33-34, 36-37). Unique among the documents was the euphemistic and cryptic double negative prohibition on either spouse against “not not” doing the right of one or two of his/her colleagues’ spouses. This refusal of conjugal rights was likewise “hatred,” i.e. repudiation by omission, and it too resulted in application of the “law of hatred” (lines 37-40). Concluding the document was a Waiver by Zaccur of the right to reclaim the dowry (lines 40-42). The scribe was the professional Mauziah and at least six Jewish witnesses signed (lines 42-44).

RECTO

Date ¹In the month of Tishri, that is Epeiph, [y]ear [3+]1 (= 4) of Darius the [king],¹
 Place [then] in Elephantine the fortress,²
 Parties said Ananiah son of Haggai, ²an Aramean of Elephantine the fortress [of] the detachment of [Iddin]nabu,³ ²to Zaccur son of Me[shullam],⁴ an Ara]mean of Syene of the same detachment, saying:
 Marriage⁵ ³I came to y[ou in] your [hou]se and asked you for the lady Jehoishma by name,⁶ your sister, for wifehood and you gave her⁷ ⁴to me.

¹ See on TAD B2.9:1 (B31), written a month earlier by the same scribe for the heirs of the Mibtahiah archive.

² See on TAD B2.9:1 (B31).

³ See on TAD B2.9:2 (B31).

⁴ He was son of the bride Jehoishma’s former master and later adoptive father (TAD B3.6:12 [B39]) and hence her adoptive brother; see further on TAD B3.9:2 (B42).

⁵ See on TAD B2.6:2 (B28).

⁶ Though she was emancipated and adopted by her former master seven years earlier (TAD B3.6 [B39]), she was still given the label of the unfree; see on TAD B2.11:4 (B33).

⁷ For the terminology “came ... (asked) ... gave” see on TAD B2.1:3 (B23).

Dowry	Jehoishma your sister brought in to me ¹² to my	house:
22.125 shekels	money ¹³ ⁶ of silver	two karsh, 2 she[ke]ls, 5 hallurs;
	1 new garment of wool, ¹⁴ at ¹⁵ 7 cubits, 3	
	handbreadths (and in) width ⁷ 4 cubits,	
1. 12.0 shekels	2 q(arters), ¹⁶	worth (in) silver 1 karsh, 2 shekels;
	1 new GARMENT of wool, at 6 cubits by 4,	
	striped ⁸ with dye, doubly-well, ¹⁷ (for)	
2. 10.0 shekels	1 handbreadth on each edge,	worth (in) silver 1 karsh;
3. 7.0 shekels	1 new FRINGED garment, at 6 cubits by 4,	valued (in) silver ⁹ (at) 7 shekels;
	[1] new SHAWL ¹⁸ of woo[l], at 6 cubits by	
	3[+2](= 5), 2 q(arters), [<i>striped with</i>	
	<i>dye doubly-well</i> ¹⁹ ..., (for)] ¹⁰ 2	
4. 8.0 shekels	fingerbreadths on each edge,	worth (in) silver 8 she[ke]ls;
5. [1.5 shekels]	[1] worn game[nt],	worth [(in) silver 1 shekel, 20 hallurs];
6. [1.0] sheke[l]	¹¹ 1 new SKIRT/ROBE of linen, (in) length [6	
	cubits by 4 (in width)],	worth (in) silver [1] shek[el];
7. [1.0 shekel]	1 new garment of linen], ¹² (in) length 6	
	cubits by 3 (in width),	worth (in) silv[er] 1 [shekel];
8. 1.0 shekel	1 worn and [...] linen [GARMENT,	valued (in) silver (at) 1 shekel.
Total	¹³ All garments of wool and linen: ³ 20	
	Bronze utensils:	
	1 mirror,	valu[ed] (in) silv[er] (at) 1 [shekel];
1.1.0 shekel		
	1 bowl of bronze,	¹⁴ valued (in) silver (at) 1 shekel,
2.1.25 shekels		10 h(allurs);
	1 cup of bronze,	valued (in) silver (at) 1 shekel,
3.1[.25] shekels		[10 h(allurs);
	1] cup,	valued] (in) silver (at) 20
4. .50 shekel		hallurs;
	¹⁵ 1 jug,	valued (in) silver (at) 20
5. .50 shekel		h(allurs).
	[ut]ensil[s]	
	All of bronze: [5.	
Total	All the garments and the br]onz[e utensils]	
	and the mo[n]ey and the mohar: ²¹	¹⁶ (in) silver seven karsh, that is
		[7], eight [she]ke[l]s, that is 8, 5
		hallurs by the stone(-weight)s
		of ¹⁷ the king, silver zuz to the
78.125 shekels		ten.

¹² See on TAD B2.6:7 (B28).

¹³ This cash amount of 22.125 shekels was almost twice the 12 shekels received by Mibtahiah (TAD B2.6:6-7 [B28]).

¹⁴ For discussion of these garments see B. Porten, *Archives from Elephantine*, 88-89. The objects were listed more or less in descending order of value.

17 Unpriced Items

- 1 CHEST of palm-leaf for her garments;
 1 new ... of papyrus-reed on which are ¹⁸... alabaster stone INLAYS [...] ...;
 2 jug(s);
 2 TRAYS of *slq*, herein:
 1 [...] ...;
 1 $\frac{d}{r}$ *mn* of *slq*;
⁹ladles to carry oil:
 2 of [pottery],
 2 of wood,
 1 of stone,
 all (told) 5;
 1 CHEST of wood for her jewels;
²⁰a PAIR of Persian leather (sandals);
 2 [hand]fuls of oi[1];
 4 handfuls of olive oil;
 1 handful of s[ce]nted oil;
²¹5 handfuls of ²⁰castor oil.²²

¹⁵ For the first four woolen garments (lines 6-9) the scribe Mauziah wrote the dimension formula slightly differently than his father Nathan. He did not include the term "it was" (היה), omitted the word "length" from the formula "length, cubits" (ארך אמן) [*TAD* B2.6:8-11 (B28)], and prefixed a *lamed* to the word for "cubits," yielding something like "at cubits" (לאמן).

¹⁶ For the measurements for this and the following garments see on *TAD* B2.6:8-11 (B28).

¹⁷ Alternately, "two-toned."

¹⁸ See on *TAD* B2.6:8 (B28).

¹⁹ Alternately, "two-toned."

²⁰ The supralinear numeral "5" is very puzzling.

²¹ See on *TAD* B2.6:14 (B28).

²² See on *TAD* A2.1:7 (B1).

Repudiation by
Husband

²¹Tomorrow or (the) next day,²³ should Ananiah stand up in an assembly²⁴ and say:

"I hated my wife Jehoishma; ²²she shall not be to me a wife,"²⁵
silver of ha[tr]jed is on his head.²⁶ All that she brought in in(to) his house he shall give her²⁷ — her money²⁸ ²³and her garments, valued (in) silver (at) seven karsh, [eight] sh[ekels, 4+]1 (= 5) [hallurs], and the rest²⁹ of the goods which are written (above).³⁰ ²⁴He shall give her on 1 day at 1 stroke³¹ [and] she may go³² [away from him] wher[ever] she [desires].

Repudiation by
Wife

And if Jehoishm[a] hate her husband ²⁵Ananiah and say to him:³³

"I hated you; I will not be to you a wife,"³⁴
silver of hatred is on her head (and) her *mohar* will be lost.³⁵ ²⁶She shall PLACE UPON³⁶ the balance scale and give her husband Ananiah silver, 7 shekels, [2] q(uarters), and go out from him with³⁷ the rest³⁸ of ²⁷her money and her goods and her property,³⁹ [valued (in) silver (at) 6 karsh, 2+]6 (= 8) [shekels], 5 h(allurs), and the rest⁴⁰ of her goods ²⁸which are written (above). He shall give her on [1] da[y] at 1 stroke and she may go to her father's house.⁴¹

²³ See on TAD B2.1:6 (B23).

²⁴ See on TAD B2.6:22-23 (B28).

²⁵ The repudiation statement was spelled out most fully in our contract; see on TAD B2.6:23 (B28).

²⁶ See on TAD B2.6:23 (B28).

²⁷ In the other two documents of wifehood it was stated that "she shall take out" not that "he shall give her." Nor were the items listed and the total evaluated (TAD B2.6:27-28 [B26]; B3.3:8 [B36]).

²⁸ This was the 22.125 shekels in cash (lines 5-6).

²⁹ This included the five bronze vessels and the seventeen Unpriced Items (lines 13-21).

³⁰ See on TAD B2.1:10 (B23).

³¹ Neither in phases nor in stages; see on TAD B2.6:28 [B28]).

³² Since this new status was short of divorce we must understand the final verbs in the respective clauses as optative and not obligatory — "she may go [away]" ([לה] תהי) and not "she shall/must go. [away]" It is this same sense which the verb *alaku* has in the parallel provision in CH 142. As restored, the Aramaic verb combination is the equivalent of Hebrew הלי followed by the ethical dative ל with pronominal suffix, with the meaning "leave, depart" (Gen. 12:1; Cant. 2:10-11).

³³ The scribe varied the formulation for Jehoishma, as he had slightly for Tamet (TAD B3.3:9 [B36]) but the analogy of the contract of Mibtahiah (TAD B2.6:22 [B28]) would indicate that in all cases the woman had to make her declaration in an assembly just like the man.

³⁴ This formulaic divergence suggests that her powers were not equal to his; though she could repudiate her status as primary wife she lacked power to repudiate his as husband (Aramaic בעל, literally "master"). See on marginal caption to TAD B2.6:22-26 (B28).

³⁵ I.e. forfeit.

³⁶ See on TAD B2.6:23 (B28).

³⁷ The other contracts said "she shall take out" all that she brought in (TAD B2.6:24-25 [B28]; 3.3:10 [B36]).

³⁸ I.e. minus the one karsh *mohar* which was returned to Anani.

³⁹ The money was the 22.125 shekels in cash, while the "goods and property" included the garments and bronze vessels (lines 5-17).

⁴⁰ These included the Unpriced Items (lines 17-21).

⁴¹ See on line 24.

Death of Husband	And i[f] Ananiah die ²⁹ not having ²⁸ a child, male ²⁹ or female, by [Je]ho[i]shma his wife, it is Jehoishma (who) [HOL]DS ON ⁴² to him in (regard to) to his house ⁴³ and his goods ³⁰ and his property [and his money and every]thing [which] h[e] has].
Expulsion ⁴⁴	And whoever shall stand up against [Jehoishma] to expel her from the house ³¹ [of A]nan[ia]h, and his] good[s] and] his [property] and all that [h]e has
Penalty	[shall g]ive he[r the pe]nalty of silver, ³² twenty karsh by the stone(-weight)s of the king, silver 2 q(uarters) to the 10,
Reaffirmation	and do [to her] the law of this document, ⁴⁵ without suit. ⁴⁶
Prohibition against taking another Husband ⁴⁷	³³ But Jeho[ishma] does not have right [to] ACQUIRE ⁴⁸ another husband be[sides] Anani. And if she does thus, ³⁴ hatred it is; they ⁴⁹ shall do to her [the law of ha]tred. ⁵⁰
Death of Wife	And if [Jehoishma] die not ³⁵ having ³⁴ a child, ma[le] or female, ³⁵ from Anani [her] husba[nd, it is Anani her husband (who)] shall inherit ⁵¹ from her her [mo]n[ey] and her goods and her property and all ³⁶ that she has. ⁵²
Prohibition against Taking another Wife ⁵³	Moreover, [Ananiah shall] n[ot] be able ⁵⁴ to] take ano[h]er woman [besides Jehoishma] ³⁷ for himself for wifehood. ⁵⁵ If he does [thus, hatred it is. H]e [shall d]o to her [the la]w of [ha]tred. ⁵⁶

⁴² See on TAD B2.6:18 (B28).

⁴³ There was an imbalance in favor of the rights of the surviving wife to the house of her husband. Anani was assigned no rights (line 35) to the apartment held by Jehoishma (TAD B3.7 [B40]). See further on TAD B2.6:18 (B28).

⁴⁴ See on TAD B2.6:29-31 (B28).

⁴⁵ See on TAD B2.6:31 (B28).

⁴⁶ See on TAD B2.3:14 (B25).

⁴⁷ This act, like the parallel one by Anani (lines 36-37), was a case of repudiation by conduct. Ordinarily, we would imagine, the woman was "entitled" (שליטה) to have another husband only under special circumstances, e.g. her husband's extended, unjustified absence (cf. CH 134-136; LE 29-30; MAL A 36, 45; B. Eichler in F. Rochberg-Halton, ed., *Language, Literature, and History: Philological and Historical Studies Presented to Erica Reiner* [New Haven, 1987], 71-84). Should Jehoishma, however contract a relationship of primacy with another husband/lord it would be tantamount to repudiation by declaration, thereby invoking "the law of repudiation," i.e. demotion/diminution of status with all the pecuniary consequences.

⁴⁸ The *haphel* form (ל[ה]ב[ע]ל[ה]) of the verb בעל occurred only here and its precise nuance is uncertain.

⁴⁹ Assuming that Anani's prolonged absence was the occasion for Jehoishma having ACQUIRED another husband, the authorities would apply to her the law of hatred.

⁵⁰ Presumably this included her demotion, relinquishment of *mohar*, and payment to his estate of the 7½ shekel monetary compensation.

⁵¹ See on TAD B2.6:21 (B28).

⁵² This would include rights to the apartment her father gave her (TAD B3.7 [B40]).

⁵³ Since a universally prohibited act (e.g. theft, murder, adultery) would not be contractually stipulated, we may assume that normally the man could "take" (לקח) another wife. Should Anani, however, take another אנה (primary) wife for wifehood (לאנה) it would be tantamount to repudiation by declaration and the pecuniary consequences would be the same as in the case of Jehoishma.

⁵⁴ Should this gap be restored as in lines 37 and 39 or in parallel with line 33 (restoring ["Anani does not have right'])??

⁵⁵ The early Greek marriage document stated, "Let it not be permitted to Herakleides to bring in another woman as an outrage to Demetria ..." (P. *Eleph.* 1.8-9 [D2]).

⁵⁶ The proposed restoration here of [י]ע[ו]ב[ו]ד[ו]ן, "[they shall] d[o]" (G.P. Hugenberger, *Marriage as a Covenant*, 228) is palaeographically untenable and legally inappropriate (see form in line 39). Unlike the case of Jehoishma ACQUIRING another husband in Anani's absence, Anani would presumably be taking another wife in Jehoishma's presence and thus be able himself to "do the law of hatred."

Refusal of
Conjugal Rights

And moreover, ³⁸Ananiah ³⁷shall not be able ³⁸not to do⁵⁷ the law of [one] or two of his colleagues' wives⁵⁸ to Jehoishma his wife. And if ³⁹he does not do thus,⁵⁹ hatred [it is]⁶⁰. He shall do to her the law of hatred. And moreover, Jehoishma shall not be able ⁴⁰not to do the law of one or [t]wo (of her colleagues' husbands) to Ananiah her husband. And if she does not do (so) for him, hatr(ed) (it) is.

Waiver of
Reclamation

Moreover, ⁴¹Zaccur shall ⁴⁰not ⁴¹be able to say to his sist[er]:⁶¹
"These go[o]ds in love I gave to Jehoishma. Now, I⁶² desired (them); ⁴²I shall reclaim⁶³ them."⁶⁴

Consequences

If he says thus, he shall not be heard;⁶⁵ he is obligated.⁶⁶

Scribe

Wrote Mauziah son of Nathan⁶⁷ ⁴³this ⁴²document ⁴³at the instruction of Ananiah son of Haggai [and] Zaccur son of Meshullam.⁶⁸

Witnesses

And the witnesses herein:⁶⁹
Haggai son of Shemaiah;⁷⁰
Islaḥ son of ⁴⁴Gaddul;⁷¹
[PN son of PN];
Haggai son of Azzul;⁷²
Menahem son of Azariah;⁷³
Jedaniah son of Gemariah⁷⁴

(BOTTOM RIGHT BAND MISSING)

⁵⁷ I.e. to refuse.

⁵⁸ This circumlocutious phrase was probably a euphemism for "sexual intercourse;" B. Porten, *Archives from Elephantine*, 224.

⁵⁹ I.e. if he refuse.

⁶⁰ For either spouse to deny the other conjugal rights was repudiation by omission and required the requisite compensation encompassed by "the law of hatred" (see on line 34).

⁶¹ See on *TAD* B3.7:15 (B40).

⁶² The parallel passage in a conveyance had "my soul" as subject; *TAD* B3.7:15 (B40).

⁶³ See on *TAD* B2.3:18 (B25).

⁶⁴ Alternately translate, "Now, I desired to reclaim them" (cf. *TAD* B3.7:15 [B40]).

⁶⁵ This reaction occurred only in relation to Waiver of Reclamation of dowry (*TAD* B6.4:8). Neo-Assyrian contracts had the clause "the judge will not hear his case" (N. Postgate, *Fifty Neo-Assyrian Legal Documents*, 20).

⁶⁶ Reclamation of the dowry did not incur a monetary penalty since it was a gift in contemplation of marriage providing only benefits of enjoyment and not full title; H.Z. Szubin and B. Porten, *BASOR*, 269 (1988), 38-39. The word here is a stative (חיב); when it occurred in the imperfect (חיב/חיב/חיב) it was always followed by a monetary payment; see on *TAD* B3.5:14 (B38).

⁶⁷ See on *TAD* B2.9:16 (B31).

⁶⁸ Only this and another, fragmentary, wifehood document, also by Mauziah, were drawn up at the behest of the groom and the party responsible for the bride (*TAD* B6.4:8-9)

⁶⁹ Five of six names survived; two more may have been on the missing band, bringing the total to eight; see on *TAD* B2.6:37-39 (B28).

⁷⁰ For this professional scribe see on *TAD* B2.7:19 (B29).

⁷¹ See on *TAD* B2.10:19 (B32).

⁷² Appeared only here.

⁷³ He appeared as witness a month earlier in another contract written by Mauziah (*TAD* B2.9:17 [B31]).

⁷⁴ The leader of the Jewish community during the traumatic events of the last decade, he modestly signed last (see on *TAD* A4.1:1 [B13]).

VERSO

Endorsement

⁴⁵Document (*sealing*) of wifehood which Ananiah son of Meshullam⁷⁵ wrote for Jehoishma.

⁷⁵ The scribe sometimes skipped a generation in a genealogy — Ananiah son of Meshullam or Anani son of Haggai son of Busasa (*TAD* B3.12:11 [B45]) for Anani son of Haggai son of Meshullam son of Busasa (*TAD* B3.12:2 [B45]).

B42

TAD B3.9 Kraeling 8

ADOPTION

DATE: 22 September or 22 October, 416 BCE
 SIZE: 30.5 cm wide by 36 cm high
 LINES: 12, perpendicular to the fibers on the recto, parallel to the joins; endorsement missing; folded from bottom to top
 PLACE: Syene
 PARTIES: Uriah son of Mahseiah to Zaccur son of Meshullam
 OBJECT: Adopted freedman
 WITNESSES: 8
 SCRIBE: Raukhshana son of Nergal(u)shezib

Somehow a document made out to Zaccur, Jehoishma's adoptive brother, found its way into her archive. He had "given," together with written contract, a houseborn slave to Uriah, though under what circumstances was not indicated (lines 3-4) and Zaccur's contract was not found. Uriah then made a threefold declaration (lines 5, 8-9) that Jedaniah was to be his son and that neither he nor his heirs, beneficiaries or representatives would press him into slavery, brand him, or make him a slave, subject to a thirty karsh penalty (lines 4-9). As in the earlier case of Tamet and Jehoishma (*TAD* B3.6 [B39]), emancipation and adoption went hand in hand. However, on the basis of our documents, the former transaction was private while the present one was drawn up in Syene by an Aramean scribe, in the presence of the Troop Commander of Syene, Vidranga (lines 2-3), and attested by eight Aramean witnesses (lines 9-12). Notably, both parties were designated "Arameans of Syene" (lines 2-3).

RECTO

Date ¹On the 6th of Tishri, that is day 22 of Payni, year 8 of Darius the king,¹
 Place then in Syene the fortress,²
 Parties said ²Uriah son of Mahseiah,³ an Aramean of Syene, before Vidranga,⁴ the Guardian of the Seventh,⁵ the Troop Commander of Syene, to Zaccur son of Meshullam,⁶ ³an Aramean of Syene, before Vidranga the Guardian of the Seventh, the Troop Commander of Syene, saying:

¹ The scribe erred in the month, writing Payni when he meant the month of Epeiph or writing Tishri when he meant the previous month of Elul. Switching either will give a synchronism — 6 Tishri = 22 Epeiph [not Payni] = October 22 and 6 Elul [not Tishri] = 22 Payni = September 22 in 8 Darius II (416); B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 23-24.

² See on *TAD* B2.9:1 (B31).

³ He was father of Didi in a name list (*TAD* C4.6:14).

⁴ See on *TAD* A4.3:3 (B15).

⁵ For this Persian title (הַפְּתָחָא = *haftax#wapāta) see B. Porten, *Archives from Elephantine*, 44.

⁶ Son of the householder, creditor, and slaveowner Meshullam son of Zaccur (*TAD* B2.7:3 [B29]; 3.1:2-3 [B34], 3.3:2-3 [B36], 3.6:2 [B39]) and adoptive brother of Tamet and Jehoishma (*TAD* B3.6:11-12 [B39], 3.8:2 [B41]), Zaccur was here divesting himself of another slave.

Non-Enslavement
and Adoption⁷

Jedaniah by name⁸ son of Takhoi,⁹ [you]r la[d]⁴ whom you gave me and a document you wrote for me about him¹⁰ — I shall not be able, I, Uriah, or son or daughter of mine, brother or sister of mine, or man⁵ of mine, he (shall not be able) to press him (into) slave(ry).¹¹ My son he shall be. I, or son or daughter of mine, or man of mine,¹² or another individual¹³ do not have right⁶ to brand him.¹⁴ I shall not be able — I, or son or daughter of mine, brother or sister of mine, or man of mine — we (shall not be able) to stand up¹⁵ to make him a s[lave]⁷ or brand him.

Penalty

Whoever¹⁶ shall stand up against that Jedaniah to brand him or make him a slave shall give you a penalty¹⁷ of silver, ⁸thirty karsh¹⁸ by the weight of the king, silver zuz to the ten,

Reaffirmation

and that Jedaniah, my son shall he be likewise.¹⁹ And an individual does not⁹ have right to brand him or make him a slave, but my son he shall be.

Scribe

Wrote Raukhshana son of Nergal(u)shezib²⁰ at the instruction of Uriah.

⁷ This contract lacked Transfer and Investiture clauses and began, so to speak, with the final clauses. The prohibited act was repeated three times, with varying terminology — “press (into) slave(ry),” “brand,” “make a slave/brand.” In between the first and second promise was inserted a positive affirmation of sonship. Had the contract begun with an affirmative statement, we would be able to compare it to the earlier manumission document and consider the Non-Enslavement clause as equivalent to a Non- or Disinvestiture clause, as we did there for the No-Reenslavement clause (*TAD* B3.6:7 [B39]).

⁸ See on *TAD* B2.11:4 (B33).

⁹ The boy had a Jewish name popular at Elephantine but he was filiated with an Egyptian mother, and so was probably a houseborn slave.

¹⁰ For the procedure and formula “gave” and “wrote” cf. *TAD* B2.7:3 (B29).

¹¹ This identical expression (כבש [ל]עבד) is found in the contemporary book of Nehemiah (5:3, 5) and in the earlier book of Jeremiah (34:11, 16).

¹² I.e. a representative; see on *TAD* B2.9:10 (B31).

¹³ I.e. a beneficiary; see on *TAD* B2.3:9 (B25).

¹⁴ Potential claimants included children, siblings, representative, and beneficiaries — in that order; see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 61.

¹⁵ See on *TAD* B3.4:20 (B37).

¹⁶ Whoever among the parties listed in the previous paragraph.

¹⁷ See on *TAD* B2.9:14 (B31).

¹⁸ The penalty for attempted reenslavement of the freedwomen Tamet and Jehoishma was fifty karsh (*TAD* B3.6:8 ([B39])).

¹⁹ This term is normally found in the Reaffirmation clause in conveyances; see on *TAD* B2.1:8 (B23).

²⁰ The scribe's name was Persian and his patronym either Akkadian or Aramaic. He appeared only here.

Witnesses

¹⁰The witnesses herein:²¹

- (2nd hand) Attarmalki son of Kilkilan;
 (3rd hand) Sinkishir son of Shabbethai;²²
 (4th hand) Saharakab son of Cepha;
¹¹(5th hand) Nabushillen son of Bethelrai;
 (6th hand) Eshemram son of Eshemshezib;
 (7th hand) Varyazata son of Bethelzabad;²³
¹²(8th hand) Heremnathan son of Paḥo;²⁴
 (9th hand) Eshemzabad son of Shawyan.

(ENDORSEMENT MISSING)

²¹ All the witnesses were non-Jews and none appeared elsewhere. Most of the names were Aramaic theophorous and indicate the deities worshipped by the Arameans of Syene — Attar, Bethel, Eshem, Herem, Nabu, and Sahar. For the witness total of eight see on *TAD* B2.1:15 (B23).

²² Though Shabbethai was originally a Hebrew name meaning "(Born on the) Sabbath," in the vicinity of Elephantine it was apparently adopted by non-Jews as well; see B. Porten, *JNES* 28 (1969), 116-121.

²³ Varyazata was a Persian name borne by two detachment commanders, perhaps grandfather and grandson (see on *TAD* B2.1:2 [B23] and 2.11:2 [B33]).

²⁴ The father's name was Egyptian.

B43

B3.10 Kraeling 9

BEQUEST IN CONTEMPLATION OF DEATH

DATE: 25 November, 404 BCE
SIZE: 30.5 cm wide by 68.5 cm high
LINES: 27 (= 26, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on the verso); folded from bottom to top
PLACE: Elephantine
PARTIES: Anani son of Azariah to lady Jehoishma, his daughter
OBJECT: Apartment
WITNESSES: 8
SCRIBE: Haggai son of Shemaiah

Sixteen years after his grant of a life estate of usufruct (*TAD* B3.7 [B40]), Anani granted his daughter title to the apartment, but only to take effect upon his death. To reassure her in the interim, the scribe repeated the operative word "gave" eight times, doubled the formulae in both the Pedigree ("bought" and "gave") and Investiture ("yours" and "right") clauses (lines 3, 11), granted her rights of ownership to half the courtyard (as distinct from shared rights [lines 13-14]), and assimilated the bequest to a sale by reference to old-age support as consideration (line 17). Concomitantly, he held back in the formulation of several clauses just because the bequest was to take effect only upon his death — omission of rights of heirs and beneficiaries in the Investiture clause (line 11); omission of Warranty and Penalty clauses in the name of the alienor; and omission of a Reclamation Waiver. The several Transfer and Investiture clauses artfully intertwine as the first half of the contract builds up to a climax — at my death, in affection, in consideration of old-age support (lines 15-18). Penalty for suit or complaint by heirs and related parties was a hefty thirty karsh and the new-or-old document clause substituted the word "made" (= prepared) for "wrote" (lines 21-22), a further indication of the deferred character of the bequest.¹ The eight witnesses were Jewish and all but one appeared elsewhere (lines 23-26).

RECTO

Date ¹On the 24th of Marcheshvan, that is day 29 of Mesore, year 1 of Artaxerxes the king,²
Parties then said Anani son of Azariah, ²a servitor to YHW the God in Elephantine the fortress,³ to lady⁴ Jehoishma his daughter, saying:
Transfer I I thought of you in my lifetime⁵ and gave ³you
Object I part⁶ of my house

¹ For full discussion see B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture* (Philadelphia, 1987), 179-192.

² This document was written at night since 24 Marcheshvan = November 26 while 29 Mesore in 1 Artaxerxes II = November 25, 404; see B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 21.

³ See on *TAD* B3.2:2 (B35).

⁴ She was no longer designated by the customary slave appellation "by name" (*TAD* B3.8:3 [B41]) but simply "lady," the customary female tag; see on *TAD* B2.3:2 (B25).

⁵ A formula for a gift in contemplation of death (*TAD* B3.6:3-4 [B39]), but the reference to death was deferred to one of the last Transfer clauses.

⁶ The terminology here is more precise and less confusing than that in the first document Anani drew up where he called the property simply "a house" (*TAD* B3.7:3 [B40]).

Pedigree	which I bought for money and its value I gave. ⁷
Transfer II	I gave ¹¹ to you —
Object II	that is the southern room, ⁸ east of ⁴ the large room of mine; ⁹ and half the courtyard, that is half the <i>hyt</i> (as it is called in) Egyptian; ¹⁰ and half the stairway ^{beneath} which is the <i>peras</i> (-sized) STORAGE AREA. ¹¹
Measurements	⁵ This is ¹² the measurements of the house which I gave Jehoishma my daughter in love; this is the measurements of the house which I, Anani, ⁶ gave Jehoishma my daughter: ¹³ from below to above, 8 and one-half cubits by the measuring rod; and from east to west, ⁷ 7 cubits by the measuring rod; ¹⁴ IN AREA, 98 cubits by the measuring rod and ¹⁵ half the courtyard and half the stairway and ⁸ the ⁷ STORAGE AREA ^{peras(-sized)} its half. ¹⁶

⁷ In this formula the scribe both abridged, omitting the name of the seller, and expanded, stating both "bought" and "gave;" see B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 184-185.

⁸ The expression is Egyptian, here written as one word (רררסי = *ry.t rsy.t*). It occurred again as two words with the expected *taw* instead of *daleth* (רסי).

⁹ As indicated, Haggai described the house's orientation from a perspective different from that in the first document for this property, which accorded with Mauziah's orientation (see on *TAD* B3.5:8 [B38], 3.7:5 [B40]). Thus, what lay east of Anani's large room here lay above it there (*TAD* B3.7:5-6 ["below" it the house (= large room) of Anani" [B40]]). On the Egyptian word for room see on *TAD* B3.5:3 (B38).

¹⁰ The same linguistic gloss as in the previous document (*TAD* B3.7:4-5 [B40]), but abbreviated.

¹¹ The area beneath the stairway was not mentioned in the earlier document. Similar areas were found in the Byzantine houses and were given an Egyptian name (*P. Lond.* 1722:20 [D22]; *P. Münch* 11.27 [D45], 12.22 [D46]).

¹² Grammatical mistake for "these are."

¹³ This was a unique repetition of the Measurements caption. It presented the opportunity for repetition of "gave" and the addition of "in love." So, too, each statement varied slightly from the other (addition of "Anani" and omission of "in love" in the second). For the usual formula see on *TAD* B2.3:3-4 (B25).

¹⁴ In the earlier document the measurements were a cubit or so less ($7\frac{1}{2} \times 6$? [*TAD* B3.7:4 [B40]]).

¹⁵ I.e. including.

¹⁶ The area of the "southern room" would have been ($8\frac{1}{2} \times 7 =$) $59\frac{1}{2}$ cubits, leaving $38\frac{1}{2}$ cubits for the area of half the courtyard and "half" the stairway; see *TAD* B, p. 177 and Figure 6.

Boundaries	<p>⁸And behold the boundaries of the house¹⁷ which I, Anani, gave Jehoishma my daughter:</p> <p style="padding-left: 2em;">east of it is the ⁹protecting ⁸wall¹⁸ ⁹which the Egyptians built, that is the way of the god;¹⁹</p> <p style="padding-left: 2em;">above it the house of the shrine of the god²⁰ adjoins it wall to wall;²¹</p> <p style="padding-left: 2em;">¹⁰below it is the wall of the stairway²² and the house of Ḥor son of Peṭeese, a gardener of Khnum the god, adjoins that stairway;</p> <p style="padding-left: 2em;">¹¹west of it is the wall of the large room.</p>
Investiture I	Yours it is; you have right to it. ²³
Transfer III	This house measurements ¹² and boundaries are written in this document ²⁴ — I, Anani son of Azariah, gave it to you in love. ²⁵
Description	Renovated ²⁶ is (the) ¹³ lower ¹² house. ²⁷ ¹³ It contains beams ²⁸ and 3 windows are in it. One door is in it, shutting and opening. ²⁹
Investiture II	Moreover, you have right to the ¹⁴ ḥyt, ¹⁴ that is the courtyard, right to prop up (what is) knocked down and its beam in the half of yours. ³⁰ Moreover, you have right to go out ¹⁵ through the gateway of the ¹⁴ ḥyt, that is the courtyard. Moreover, you have right to half the stairway to ascend and descend. ³¹

¹⁷ The order of the boundaries (east-above-below-west) was quite irregular in order to give prominence to the structural changes that took place since the last document was drawn up sixteen years earlier (*TAD* B3.7 [B40]; see on *TAD* B2.2:7-8 [B24]).

¹⁸ Aramaic ܗܢܬܢܐ was an Old Persian loan word (**hanpāna-*); W. Hinz, *Altiranisches Sprachgut*, 117

¹⁹ Aramaic ܗܡܘܢܐܝܐ was an Egyptian loan word *ḥ my.t ntr*; see B. Porten, *Archives from Elephantine*, 284-285, also for following notes. This wall came in place of the treasury which had been the eastern border in the earlier documents (*TAD* B3.4:9 [B37], 3.7:7 [B40]).

²⁰ Aramaic ܩܢܘܚܐܝܐ was an Egyptian loanword *qnh ntr*.

²¹ Some time after 420 the Egyptian priests took over the property of Shatibara and converted it into an adjoining shrine. In the summer of 410, when Arsames left the country, they cut off part of the royal treasury (*TAD* A4.5:4-5 [B17]) to build an approach way.

²² This may have been a newly constructed stairway that went along with the other structural changes in the adjacent buildings; see H.Z. Szubin and B. Porten, *BASOR* 269 (1988), 38.

²³ This double formula in a single investiture clause was unique (see on *TAD* B2.3:9 [B25]) and came to reassure Jehoishma of full title to the property, even though it would only take effect at his death. On the other hand, the customary devolution of the property upon "your children after you" (see on *TAD* B2.3:9 [B25]) was omitted as premature since the bequest did not take effect until after Anani's death; see B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 185-186.

²⁴ See on *TAD* B2.1:10 (B23).

²⁵ Transfer III was chiasmic inclusion to Transfer I, enclosing the Measurements and Boundaries clauses.

²⁶ The Aramaic is the unusual *paal* passive participle ܡܒܢܝ, with the expanded meaning of "renovated, restored" (also in *TAD* B3.11:2-3 [B44], 3.12:12-13 [B45]); see C. Hoesterman, *Léšonénu* 57 (1992), 7-15.

²⁷ I.e. the bottom floor.

²⁸ See on *TAD* B3.5:8 (B38).

²⁹ The description is most elaborate. The earlier document mentioned only beams (*TAD* B3.7:3-4 [B40]). The third bequest mentioned three doors and no windows (*TAD* B3.11:2-3 [B44]).

³⁰ As Jehoishma's rights were expanded from usufruct to ownership, she was granted the further right to maintain the structure in her half of the courtyard without requiring specific permission.

³¹ This was the newly constructed stairway mentioned in line 10. Rights to half a stairway meant shared rights with others using that stairway.

Transfer IV	This ¹⁶ {this} ³² house whose boundaries and measurements are written and whose words ³³ are written in document ³⁴ — I, Anani, gave it to Jehoishma ¹⁷ my daughter at my death ³⁵ in love. Just as she supported ³⁶ me while I was old of days — I was unable (to use) my hands ³⁷ and she supported me — also I ¹⁸ gave ³⁸ (it) to her at my death. ³⁹
Waiver of Suit	Son of mine or daughter of mine, ⁴⁰ partner-in-chattel who is mine or partner-in-land or guarantor ⁴¹ who is mine shall not be able to bring against you suit ¹⁹ or process, or bring (suit) against your children after you, ⁴² or complain against you to prefect or lord, ⁴³ or against your children after you.
Penalty	Whoever ⁴⁴ shall bring against you suit ²⁰ or process or complain against you or against your children shall give you a penalty ⁴⁵ of silver, 30 karsh ⁴⁶ by the stone(-weight)s of the king, pure silver, ⁴⁷
Reaffirmation	and you, ²¹ Jehoishma, likewise have right ⁴⁸ and your children have right after you ⁴⁹ and you may give (it) to whomever you love. ⁵⁰

³² Redundantly repeated at the beginning of a new line.

³³ I.e. stipulations.

³⁴ See on *TAD* B2.1:10 (B23).

³⁵ Repeated twice in this paragraph, the reference to "gave at my death" was a feature of the inclusion that harked back to Transfer I where Anani affirmed that "I thought of you in my lifetime."

³⁶ See on *TAD* A2.3:5 (B3) and B3.6:(B39). The reference to support as consideration in the concluding Transfer clause added a feature not materially required to effect the transaction but designed to strengthen the bequest by assimilating it to a bona fide sale; cf. *P. Münch.* 8.1-5, 24-25 (D23), *P. Lond.* V 1729.16-33 (D37) and B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 189-191.

³⁷ Alternately translate "(to exist) by my (own) means."

³⁸ These last two references to "gave" provided a second inclusion to Transfer I by adding to Measurements and Boundaries the stipulations of Investiture II.

³⁹ For this "just as ... also/so" construction see Dan. 6:23 and discussion by J.W. Wesselius, *VT* 38 (1988), 196, 203.

⁴⁰ Since the bequest came into effect only after Anani's death, he had omitted reference to potential suit by himself; B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 187.

⁴¹ To the earlier introduction of specified parties (partner-in-chattel and partner-in-realty) the scribe Haggai now added the guarantor (ארנג < Old Persian **adranga*-); see B. Porten and J.C. Greenfield, *JAOS* 89 (1969), 153-157. The trilogy recurred in the last three documents concerning Anani's estate (*TAD* B3.11:12 [B44], 3.12:27 [B45]) and the guarantor alone appeared as a potential recipient of payment along with the debtor's children in a loan contract and a deed of obligation (*TAD* B 3.13:8-9 [B46], 4.6:10 [B51]).

⁴² Omitted from the Investiture clause as premature, "your children after you" were pertinent when referring to suits initiated after the death of the benefactor; B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 186.

⁴³ The addition of a "complaint" clause was a common feature in the contracts by Haggai (*TAD* B3.11:12-13 [B44], 3.12:28 [B45]), not shared by his contemporary Mauziah son of Nathan (contrast *TAD* B2.9:11-15 [B31], 2.10:9-16 [B32]; 3.5:12-16 [B38]).

⁴⁴ I.e. among the above enumerated potential claimants.

⁴⁵ See on *TAD* B2.9:14 (B31).

⁴⁶ Such a stiff penalty was found only for this and the following bequest (*TAD* B3.11:10 [B44]) by Anani to Jehoishma.

⁴⁷ A notation used regularly by Haggai but not by every other scribe; see on *TAD* B2.1:7 (B23).

⁴⁸ The Reaffirmation clause generally affirmed "it is yours" (see on *TAD* B2.1:4 [B23]).

⁴⁹ The scribe deferred until the Reaffirmation clause the rights of devolution and alienation (see next note) which took on meaning only after Anani's death, for only then did she take full possession of the property; B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 187-188.

⁵⁰ See on *TAD* B2.3:9-10 (B25).

Document Validity	Moreover, they shall not be able to take out ²² against you a new or old document, but it is this document which I made ⁵¹ for you (that) is valid. ⁵²
Scribe and Place	Wrote Haggai son of Shemaiah ⁵³ ²³ this ²² document ²³ in Elephantine the fortress at the instruction of Anani son of Azariah, the servitor of YHW the God. ⁵⁴
Witnesses	The witnesses herein: ⁵⁵ (2 nd hand) witness Hoshaiiah son of ²⁴ Jathom; ⁵⁶ (3 rd hand) Zaccur son of Shillem; ⁵⁷ (4 th hand) witness Nathan son of Jehour; ⁵⁸ (5 th hand) witness Hoshaiiah son of Nathan; ⁵⁹ ²⁵ (6 th hand) witness Meshullam son of Mauzi; ⁶⁰ (7 th hand) Pilti son of Jaush (ERASURE: s[on of]); ⁶¹ (8 th hand) Jashobiah son of Jedaniah; ⁶² ²⁶ (9 th hand) witness Haggai son of Mardu. ⁶³
VERSO	
Endorsement	²⁷ Document (<i>sealing</i>) of a house which Anani son of Azariah the servitor wrote for Jehoishma his daughter.

⁵¹ The usual word in this slot was "wrote" (*TAD* B2.7:12 [B29]; 3.11:16-17 [B44]). The unusual עבַרַת, "I made" indicated that the document was being prepared for some future occasion, namely the death of the benefactor; B. Porten and H.Z. Szubin in N.M. Waldman, ed., *Community and Culture*, 187-188.

⁵² For the new-or-old document clause see on *TAD* B2.3:15-16 (B25).

⁵³ See on *TAD* B2.7:19 (B29).

⁵⁴ See on *TAD* B3.2:2 (B35).

⁵⁵ For the number of witnesses see on *TAD* B2.1:15 (B23). There are eight here and in the following bequest (*TAD* B3.11:18-20 [B44]).

⁵⁶ The second witness for Anani in 434 (*TAD* B3.5:24 [B38]); see on *TAD* A4.4:7 (B16).

⁵⁷ The last witness to a contract of Mahseiah in 446 (*TAD* B2.7:20 [B29]), he failed to preface his name with the word "witness."

⁵⁸ A witness for the grandsons of Mahseiah, he witnessed two more documents for Anani (see on *TAD* B2.11:16 [B33]).

⁵⁹ He was the author of a letter to Pilti, the sixth witness here, and possibly of two more (*TAD* A3.6:5, 3.7:1, 5, 3.8:1 [B9]); B. Porten, *Archives from Elephantine*, 272-274. He was probably also identical with the person whose name is restored in the Collection Account — Hosh[aiiah son of Nathan] son of Hoshaiiah son of Zephaniah (*TAD* C3.15:7) — and his father Nathan with the debtor Nathan son of Hosea in 407 BCE (*TAD* B4.5:1).

⁶⁰ He was first witness in another document of Anani (where his father's name was written Mauziah [*TAD* B3.12:34 [B45]]) and a contributor to YHW (*TAD* C3.15:112).

⁶¹ Father of the female contributor Jahmol (*TAD* C3.15:92) and recipient of a letter from Hoshaiiah, the fourth witness above, he failed to preface his name with the word "witness."

⁶² The only witness not to appear elsewhere, he failed to preface his name with the word "witness."

⁶³ Witnessed two more documents (*TAD* B3.11:20 [B44], 3.13:14 [B46]).

B44

TAD B3.11 Kraeling 10

DOWRY ADDENDUM

DATE: 9 March, 402 BCE
SIZE: 32 cm wide by 42.55 cm high
LINES: 21 (= 20, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on the verso); folded from bottom to top
PLACE: Elephantine
PARTIES: Anani son of Azariah to lady Jehoishma, his daughter
OBJECT: Apartment
WITNESSES: 8
SCRIBE: Haggai son of Shemaiah

Less than a year and one-half after Anani had written for his daughter a bequest in contemplation of death, he upgraded it to one to take effect immediately. Assigning title to courtyard and stairway, Anani had no need to spell out specific rights, as earlier (*TAD* B3.10:13-15 [B43]). Omission of the right of alienation to anyone other than her own children, however (lines 8-9), indicated that Anani intended the property to remain a family estate. Uniquely designating it an "after-gift" to her marriage contract (line 7), i.e. a dowry addendum to which her husband naturally enjoyed rights of usufruct, he had to reassure her against claims of reclamation by himself (lines 9-11) and removal by his heirs and associated parties (lines 11-15), whether in his lifetime or after his death. Any such attempts were subject to a stiff thirty karsh penalty. The eight witnesses were Jewish and all but one appeared elsewhere (lines 18-20).

RECTO

Date ¹On the 20th of Adar, that is day 8 of Choiak, year 3 of Artaxerxes the king,¹
Parties then said Anani son of Azariah, a servitor of ²YHW the God in Elephantine the fortress, ²to Jehoishma his daughter, saying:
Transfer I I gave you
Object a² house.³
Description Renovated⁴ is (the) lower house⁵ — containing beams⁶ ³and 3 doors⁷ — that is the southern room. Built is its stairway and its courtyard,⁸ that is its gate (through which) to go out.

¹ This was one of the few intact documents with a perfect, non-problematic synchronism for daytime redaction (also *TAD* B2.1 [B23], 2.9 [B31]; 3.5 [B38], 3.6 [B39]).

² For the indefinite article written as the number "one" or the cipher "1" see on *TAD* B2.1:4 (B23).

³ For "house" = room see on *TAD* B3.5:5 (B38).

⁴ For the unusual *paal* passive participle מבני, with the expanded meaning of "renovated, restored," see on *TAD* B3.10:12 [B43]).

⁵ I.e. the bottom floor.

⁶ See on *TAD* B3.5:8 (B38).

⁷ The description here was not identical with that given some fifteen months earlier. There it mentioned three windows and one door, shutting and opening (*TAD* B3.10:13 [B43]).

⁸ The scribe dropped the Egyptian word for courtyard (חצר) [*TAD* B3.7:5, 10, 13 (B40), 3.10:4, 13, 15 (B43)], using only the Aramaic.

Boundaries	And this is ⁹ its boundaries: ¹⁰ east of it ⁴ the treasury of the king adjoins wall to wall the protecting (wall) which the Egyptians built; ¹¹ west of it is the gate of yours (through which) to go out and the street of ⁵ the king is (in) between; ¹² above it the house of the shrine of the god adjoins it wall to wall and the wall of its house adjoins it, ⁶ that is the large room of mine, ⁵ wall to wall; ¹³ ⁶ below it the house of Hor son of Peṭese, ¹⁴ a gardener of Khnum the god, adjoins it ^{to wall} wall.
Transfer II	⁷ This house whose boundaries are written in this document — I, Anani son of Azariah, gave it to you (as) an after-gift ¹⁵ (ERASURE: <i>t[o your] docum[ent] of written of your document of wifehood</i>) since it is not ⁸ with Ananison of Haggai son of Meshullam son of Busasa. ¹⁶
Investiture	You, Jehoishma my daughter, have right to it from this {this} ¹⁷ day forever ¹⁸
Waiver of Reclamation	⁹ and your children have right after you. ¹⁹ (ERASURE: I) Anani son of Azariah the servitor, shall not be able to say:

⁹ Grammatical error for "these are."

¹⁰ For this caption see on *TAD* B2.2:7 (B24).

¹¹ Awareness of the Egyptian construction was still present. Rather than equating this construction with the "divine way," as fifteen months earlier (*TAD* B3.10:8-9 [B43]), the scribe here indicated that the royal treasury, present in 420 (*TAD* B3.7:6-7 [B40]), had not been torn down, but was foreshortened on its western side.

¹² In the previous document the wall of Anani's large room was given on the west (*TAD* B3.10:11 [B43]). Here the boundary was the implied courtyard with the specified exit gate to the street. Earlier, Jehoishma was granted only half the courtyard and it was necessary to spell out her right of exit therefrom (*TAD* B3.10:14-15 [B43]). Here she was implicitly given complete dominion over the whole courtyard (line 3), no specification of rights was necessary, and reference to the courtyard as a boundary would further confirm her ownership thereof; see B. Porten and H.Z. Szubin, *JAOS* 107 (1987), 235.

¹³ The language is awkward but must mean that the shrine of the god adjoined the rooms of both Jehoishma and Anani.

¹⁴ He was the same neighbor as earlier, but reference to the stairway was omitted (*TAD* B3.10:10 [B43]).

¹⁵ For the Old Persian loanword מַסְדָּתָא < **pasčadāti*- see A.G. Périkhanian, *Revue des études arméniennes* 20 (1986-87), 51-52. The gift was to be considered as an addition to Jehoishma's dowry (which was given to her by her adoptive brother Zaccur son of Meshullam [*TAD* B3.8 [B41]]), to which her husband Anani son of Haggai would have rights of usufruct (cf. *TAD* B3.12:9-9a, 17-18 [B45]), just as Jezaniah son of Uriah had in the property his father-in-law Mahseiah bestowed upon his wife Mibtahiah (*TAD* B2.4 [B26]).

¹⁶ This four-generation genealogy was quite unique (see also *TAD* B3.12:2, 11 [abbreviated {B45}] and on B2.7:3 [B29]). The great grandfather's name is unknown in the Hebrew onomasticon; cf. R. Zadok, *The Pre-Hellenistic Israelite Anthroponomy and Prosopography* (Leuven, 1988), 104. It has been suggested that Busasa was born abroad and entered Egypt with his parents at the time of the Persian conquest; N. Cohen, *Léšonenu* 31 (1966/67), 104.

¹⁷ Scribal dittography.

¹⁸ The bequest was not to take effect upon Anani's death but immediately; see further on *TAD* B2.3:9 (B25).

¹⁹ Alienation to a beneficiary or to an unrelated third party was omitted because Anani intended the property to be treated as a family estate to be passed on only to his daughter's legitimate heirs. See B. Porten and H.Z. Szubin, *JAOS* 107 (1987), 235.

"I gave it to you in affection (as) an after-gift to ¹⁰your ⁹document ¹⁰of wifehood until later."²⁰

Penalty I	If I say: "I shall reclaim (it) from you," I shall be obligated ²¹ and I shall give Jehoishma a penalty ²² of silver, 30 karsh ²³ ¹¹ pure ¹⁰ silver ²⁴ ¹¹ by the stone(-weight)s of the king,
Reaffirmation I	and you likewise have right ²⁵ to this house whose boundaries are written above, ²⁶ in my lifetime and at my death. ²⁷
Waiver of Suit	Moreover, ¹² son of mine or daughter of mine, brother or sister, partner-in-chattel or partner-in-land or guarantor ²⁸ shall not be able (to sue). ²⁹
Penalty II	Whoever ³⁰ shall bring against you suit or process or complain against you ¹³ or against your children to prefect or lord to remove ³¹ this house from before you in my lifetime ³² or at my death shall be obligated and shall give you ¹⁴ or your children a penalty of silver, 30 karsh by the stone(-weight)s of the king,
Reaffirmation II	and you likewise have right to this house whose boundaries ¹⁵ are written in this document. ³³

²⁰ The formulation of this Waiver of Reclamation clause followed most closely the pattern in Jehoishma's document of wifehood (*TAD* B3.8:40-42 [B41]) with a double unique addition ("after-gift" and "until later"). The second addition may have come to dispel the concern that the newly acquired rights to the other half of the courtyard and stairway might be phased (usufruct now and title upon death) just as were the original rights, made at the time of her marriage (*TAD* B3.7 [B40]) and subsequently (*TAD* B3.10 [B43]). Nothing was to be "later;" it was all now.

²¹ See on *TAD* B3.5:14 (B38).

²² See on *TAD* B2.9:14 (B31).

²³ In the only other conveyance with such a clause, the penalty was just ten karsh (*TAD* B3.5:20-22 [B38]), but thirty karsh was also the penalty here (line 14) and in the earlier document for violation of the Waiver clause by heirs or related parties (*TAD* B3.10:19-20 [B43]).

²⁴ For this designation favored by the scribe Haggai see on *TAD* B2.1:7 (B23).

²⁵ When all was said and done, Jehoishma had only shared rights (with her husband [see on lines 7-8]) and not "absolute, unconditional, fee simple ownership;" see B. Porten and H.Z. Szubin, *JAOS* 107 (1987), 236-237.

²⁶ See on *TAD* B2.1:10 (B23).

²⁷ Most natural in one of the Transfer clauses, either as a single phrase (*TAD* B2.3:3 [B25]), or distributed between two clauses ("I thought of you in my life time ... I gave/released you at my death" [*TAD* B3.6:3-4 [B39], 3.10:2, 16-18 [B43]]), this phrase was unusual here and in the Penalty clause below (line 13).

²⁸ This trilogy was found in the last three documents concerning Anani's estate (*TAD* B3.10:18 [B43], 3.12:27 [B45]).

²⁹ The verb was omitted by oversight; B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 64.

³⁰ Of the above enumerated parties.

³¹ This was one of two instances in the contracts where a complaint was spelled out. The other was in a loan contract and asserted that a security was seized illegally (*TAD* B3.1:13 [B34]). Here the complaint sought to "remove" the disputed property from the defendant, probably for alleged breach of contract (see B. Porten and H.Z. Szubin, *JAOS* 107 [1987], 237). A complaint differed from a suit, which sought to make the loss retroactive (see on *TAD* B2.3:20 [B25]). The fear of "removal" was also addressed in a document of wifehood (*TAD* B2.6:35 [B28]). The same formula was found in a Ptolemaic demotic contract of matrimonial arrangements (*P. Berlin* 13593.7-8 [C33]).

³² A suit by an heir, beneficiary, or associated party, challenging title, would normally be entered in the name of the alienor and brought only after his death (see on *TAD* B2.1:8 [B23]). But an attempt at "removal," as here, depended upon changing circumstances and might be entered at any time; see B. Porten and H.Z. Szubin, *JAOS* 107 (1987), 237.

³³ See on *TAD* B2.1:10 (B23).

- Document Validity And should he go into a suit,³⁴ he shall not prevail.³⁵ Moreover, they shall not be able to take out against you a new or old document in the name of ¹⁶this ¹⁵house ¹⁶whose (ERASURE: w[ritten]) boundaries above is³⁶ written in this document. (That document) which he shall take out is false. It is this document which I, Anani, wrote for you ¹⁷(that) is valid.³⁷
- Scribe and Place Haggai son of Shemaiah³⁸ wrote this document in Elephantine at the instruction of Anani son of Azariah, the servitor of YHW the God.³⁹
- Witnesses ¹⁸The witnesses herein:⁴⁰
 (2nd hand) witness Nathan son of Jehour;⁴¹
 (3rd hand) witness Menahem son of Gaddul;⁴²
 (4th hand) witness Ahio son of Nathan;⁴³
 ¹⁹(5th hand) witness Nahum the houseborn;⁴⁴
 (6th hand) witness Nathan son of Mauziah;⁴⁵
 (7th hand) witness Shammua son of Peluliah;⁴⁶
 ²⁰(8th hand) witness Haggai son of Mardu;⁴⁷
 (9th hand) witness Jedaniah son of Gemariah.⁴⁸
- VERSO**
- Endorsement ²¹Document (*sealing*) of a house which Anani son of Azariah wrote for Jeh[o]ishma his daughter.

³⁴ I.e. take legal action.

³⁵ This statement occurred twice elsewhere and both times it concluded with the statement "while this document is in your hand" (*TAD* B2.3:22 [B25]; 3.1:19-20 [B34]).

³⁶ Singular mistakenly written for plural.

³⁷ For this clause see on *TAD* B2.3:15-18 (B25).

³⁸ See on *TAD* B2.7:19 (B29).

³⁹ See on *TAD* B3.2:2 (B35).

⁴⁰ The number of witnesses in Anani's bequests was double that normally required; see on *TAD* B2.1:15 (B23).

⁴¹ He was a witness in Anani's last three documents and in the last document of Mahseiah's grandsons; see on *TAD* B2.11:16 (B33).

⁴² He witnessed four documents; see on *TAD* B2.9:17 (B31).

⁴³ He appeared in three other documents, once in a list where he was followed directly by Nathan son of Mauziah, here the witness after the following; see on *TAD* B2.10:19 (B32).

⁴⁴ Here the fourth of eight witnesses, he also appeared in three other documents — second of four (*TAD* B3.12:34 [B45]); third of four (*TAD* B3.13:14 [B46]), where the fourth and last was Haggai son of Mardu, here the seventh witness (line 20); and last of four (*TAD* B4.6:20 [B51]), where the first witness was Nathan son of Mauziah, who followed him here. His epithet was unique. Was he a(n emancipated) houseborn slave lacking patronymic?

⁴⁵ As noted, he appeared elsewhere with two of the witnesses from here, Ahio and Nahum.

⁴⁶ The only witness not to appear elsewhere.

⁴⁷ Elsewhere the last of eight witnesses (*TAD* B3.10:26 [B43]) and the last of four (*TAD* B3.13:14 [B46]), he must have been a junior.

⁴⁸ The leader of the Jewish community (see on *TAD* A4.1 [B13]), Jedaniah waited to sign last, as he had done elsewhere (*TAD* B3.8:44 [B41]).

B45

TAD B3.12 Kraeling 12

SALE OF APARTMENT TO SON-IN-LAW

DATE: 13 December 402 BCE
 SIZE: 31 cm wide by 60.1 cm high
 LINES: 35 (= 34, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on the verso); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Anani son of Azariah and lady Tapemet to Anani son of Haggai son of Meshullam son of Busasa
 OBJECT: House
 WITNESSES: 4
 SCRIBE: Haggai son of Shemaiah

Barely nine months after Anani's final bequest to his daughter Jehoishma, he and his wife sold their remaining share in the house (the large room plus appurtenances [151½ sq cubits]) to their son-in-law Anani son of Haggai for thirteen shekels (also denominated in Ionian staters), a price that took into account the father's building improvements. The document was remarkable for the fact that after writing 9½ lines, the scribe erased his last unfinished line and began the text anew, making numerous slight changes in formulation. Certain terms were employed to perfect title to the property, originally acquired from a couple who held it in adverse possession: (1) Particular prominence was given to Tamet (here written Tapemet and even Tapememet [line 33]) by the titles accorded her (lines 2, 11, 24) and it was made to appear as if the house which Anani alone had bought from Bagazushta and his wife (TAD B3.4:2-3 [B37]) was actually acquired jointly by Anani and Tapemet (lines 12, 32). (2) The original owner of the house was pointedly called a "hereditary-property-holder" (lines 4-5). (3) Special reference was made to the fact that Jehoishma's existing share in the house had been an after-gift on her document of wifehood. In fact, it was the imprecision as to whether this had been given originally to Jehoishma or directly to her husband Anani which led the scribe to rewrite the document from scratch (cf. lines 9-9a with 17-18). The son-in-law was given complete right of alienation (lines 22-24) and a suit or complaint by heirs or related parties was subject to a twenty karsh penalty (lines 24-31). The original sale document of Bagazushta was handed over (lines 31-32) and the usual four witnesses appended their signatures (lines 33-34).

RECTO

Date ¹On the 12th of Thoth, year 4 of Artaxerxes the king,¹
 Parties then said Anani son of Azariah, a servitor of YHW, and lady Tapemet² his wife, a servitor³ of YHW the God dwelling⁴ (in) Elephantine the fortress, to Anani son of

¹ Most of the contracts at the end of the century (413 BCE on) bore only an Egyptian date (TAD B3.11 [B44]; 4.5, 4.6 [B51]; 5.5 [B49]; 7.1, 7.2 [B50]).

² The form of Tamet's name preferred by the scribe Haggai (see on TAD B3.6:2 [B39]).

³ Manumitted at the death of Meshullam (TAD B3.6:3-4 [B39]), she no longer bore the slave designation שמה, "her name." Instead, she was given the feminine form of Anani's title (לתינה), much as the wife of the prophet Isaiah was called נביאה, "prophetess" (Isa. 8:3). The titles bestowed on Tamet here and below (lines 11, 24) were designed to give her status and thereby perfect title to the property which Anani had acquired from Bagazushta who held it in adverse possession.

⁴ It is further striking that this quality of divine immanence was attached to the title given Tamet and had never been attached to the title of Anani, which was repeated in each of his documents (see on TAD B3.2.2 [B35]). For the Biblical term שכן, see Ex. 25:8, 29:46; Num. 5:3; Deut. 33:16; 1 Ki. 8:12; Isa. 33:5, 57:15; Ps. 135:21; *et al.*

Haggai son of Meshullam son of Busasa⁵ an Aramean of ³{of} Elephantine the fortress of the detachment of Nabukudurri,⁶ saying:

Transfer I	I, 1 (and) Tapemet daughter of Patou, ⁷ all (told) 2 — we sold and gave you ⁸
Object I	our house
Pedigree I	which ⁴ we bought ⁹ for silver from Bagazushta son of Friyana/Palliya ¹⁰ the Caspian — that is the house of <i>Ynbwly</i> ¹¹ son of Misday(a), a Caspian who in Elephantine is ⁵ hereditary-property-holder, ¹² —
Price I	⁵ and you gave us the price of our house (in) silver, one, that is 1, karsh, ¹³ three, that is 3, shekels — (in) Ionian silver 6 staters, ⁶ one shekel ¹⁴ —
Satisfaction I	and our heart was satisfied herein that there did not remain to us (incumbent) upon ¹⁵ you (any) of the price. ¹⁶
Measurements I	This is ¹⁷ the measurements of the house which we sold ⁷ and gave you: ¹⁸ from east to west {to west}, length, 16 cubits, 2 h(ands) ¹⁹ by the measuring rod; ⁸ and from below to above, width, 5 cubits, 2 h(ands) by the measuring rod; IN AREA, 150 cubits. ²⁰

⁵ For this unique four-generation genealogy see on *TAD* B2.7:3 (B29) and B3.11:8 (B44). In line 11 it was abbreviated to three generations by omission of the name of the grandfather Meshullam.

⁶ Five different persons were affiliated with the detachment of this person bearing an Akkadian name (*TAD* B4.5:1-2 [407]; 7.2:2-3 [401 (B50)]; our document and 3.13:1-2 [402 (B46)]; 4.6:2-3 [400 (B51)]). This was one of three detachments attested for the last decade of the century — Var[yaza]ta (*TAD* B2.11:2 [410] (B33)) and Marya (*TAD* B7.2:3 [401] (B50); P. Leiden inv. F 1976/11.4:3 [403] = J. Hoftijzer, *OMRO* 68 [1988], 45-48).

⁷ With a patronymic, Tamet was apparently born free and sold into slavery by/with her father.

⁸ The regular sale formula; see *TAD* B3.4:3-4 (B37).

⁹ Only Anani not Tamet, "bought" the house. He later bestowed upon her a room in it (*TAD* B3.4 [B37], 3.5 [B38]).

¹⁰ The non-Semitic name of the father Bagazushta was given in 437 as Bazu (*TAD* B3.4:2 [B37]). Was the name incorrectly recalled or was one of the names that of a grandfather?

¹¹ In the earlier document this Caspian was called *pwly* (*TAD* B3.4:4 [B37]).

¹² This Caspian here was given the same designation (מחסי) applied to Mahseiah when he transferred to his daughter Mibtahiah a piece of property for which he had no evidence of acquisition (*TAD* B2.3 [B25]). His status had to serve as evidence of his title. Similarly, Anani had acquired the property of *Ynbwly* from Bagazushta without evidence of title and so the strongest statement he could make for his son-in-law purchaser was to assert that *Ynbwly* himself had held the property as part of his ancestral estate. Interestingly, he was presented as currently (ח) holding the designation. See H.Z. Szubin and B. Porten, *JRAS* (1982), 4-5.

¹³ For the numerical repetition see on *TAD* B2.2:14 (B24).

¹⁴ The Ionian stater appeared only at the end of the century, as the equivalent of two shekels (line 14; *TAD* A4.2:12 [B14]; B4.5:3, 4.6:7 [B51]). Anani was here selling for thirteen shekels two-thirds of the property which he had bought thirty-two years earlier for a negotiated price of fourteen shekels (*TAD* B3.4:6 [B37]). The almost four-shekel difference was due at least to his property improvements.

¹⁵ Aramaic על אשתא = Arabic *baqiya 'alā* (*P. Or. Inst.* 10552r.5 [F2])

¹⁶ This explanation of the reason for satisfaction takes us back to a pre-legal meaning of satisfaction after a full meal (cf. Ru. 3:7); cf. too, the demotic receipt of dowry, "I received them from you; they are complete without any remainder; my heart is satisfied with them" (*P. Berlin* 13593.7 [C33]).

¹⁷ Singular instead of plural "these are."

¹⁸ See on *TAD* B2.3:4 (B25).

¹⁹ Aramaic has the single letter *kaph*, which probably abbreviates כף, "hand" (measured from the tip of the middle finger to the wrist joint) = $\frac{1}{2}$ cubit; see also *TAD* B3.5:7 (B38) and p. 177.

²⁰ $16\frac{1}{2} \times 5\frac{1}{2} = 94\frac{1}{4}$. The difference was due to (1) the greater width of the apartment of Tamet ($7\frac{1}{2}$ cubits [*TAD* B3.5:7 (B38)]), which meant that one had to add the sum of $18\frac{1}{2}$ cubits (= $11 \times 1\frac{1}{2}$); (2) the calculated

Boundaries I	And behold, this is ⁹ the boundaries of the house which we sold and gave you: ²¹ east of it is the house which I gave you ²² (as) an after-gift ^{9a} (ERASURE: on the document of wifehood of Jehoishma)
Date	¹⁰ On the 12 th of Thoth, year 4 of King Artaxerxes,
Parties	then said Anani son of Azariah, a servitor of YHW ¹¹ the God, 1 (and) lady Tapemet his wife, CHIEF OF THE BELOVED of Meshullam son of Zaccur, ²³ all (told) 2 as one mouth ²⁴ to Anani son of Haggai son of Busasa, ¹² saying:
Transfer II	We sold and gave you
Object II	our house
Pedigree II	which we bought from Bagazushta son of Friyana/Palliya the Caspian ²⁵ —
Description I	a lower house, ²⁶ renovated, ²⁷ ¹³ containing beams, ²⁸ windows and 2 doors; renovated is (the) lower house, that is the large room of mine ²⁹ —
Price II	and you gave us its price ³⁰ ¹⁴ (in) silver, one karsh, 3 shekels — Ionian silver in the amount of 6 staters, 1 shekel —
Satisfaction II	and our heart was satisfied with the price which ¹⁵ you gave us. ³¹
Measurements II	This is the measurements of the house which we sold and gave you: from east to west, length, ¹⁶ 16 ¹⁵ cubits, ¹⁶ 2 h(ands) by the measuring rod; and from above to below, width, 5 cubits, 2 h(ands); (ERASURE: in) IN AREA, ¹⁵¹ 1 h(ands). ³²

sum of just over 38 cubits for the other half of the courtyard and stairway, even though these were not mentioned. See *TAD* B, p. 177 and Fig. 6.

²¹ See on *TAD* B2.2:7-8 (B24).

²² Actually, Anani gave the house to his daughter Jehoishma, with implied rights of usufruct for her husband (see lines 17-18), and this may have been the reason he stopped here. Needing to make other changes, the scribe decided to rewrite the document from scratch.

²³ In the rewrite Tamet was not designated "servitor" but טריפת, Old Persian **friya-pati*- which means something like "chief concubine" (S. Shaked, orally). As the scribe reached back into the past in the first version to designate the earlier owner *Ynbwly* "hereditary property-holder," he revealed here for the first time Tamet's preferred status in the household of her former master Meshullam. The Aramaic equivalent is found in line 24.

²⁴ I.e. of one accord. Cf. the parallel demotic phrase "total 2 people, who speak (with) one mouth" (*P. Moscow* 135.1 [C30]).

²⁵ The scribe did not repeat the additional notice that the house had belonged to *Ynbwly*, but he did add a property Description.

²⁶ I.e. bottom floor.

²⁷ See on *TAD* B3.10:12 (B43).

²⁸ See on *TAD* B3.5:8 (B38).

²⁹ In 434 Anani had given Tamet half of his large room, which half he had measured at $11 \times 7\frac{1}{2}$ cubits. The document alternated between speaking of the property as "our house" (lines 3, 5, 12) and "the large room of mine."

³⁰ A variation on the language above ("the price of our house" [line 5]).

³¹ Above the scribe wrote "herein that there did not remain to us from you (any) of the price" [line 6]).

³² The AREA measurements increased from 150 cubits (line 8) to $151\frac{1}{2}$ cubits.

Boundaries II

This is ¹⁷its boundaries, (those of) the house which we sold and gave you:³³
 (ERASURE: from east) east of it your house,³⁴ you,³⁵ Anani son of Haggai,
 which we gave³⁶ ¹⁸to Jehoishma our daughter (as) an after-gift on her
 document of wifehood, adjoins wall to wall;
 west of it is the Temple ¹⁹of YHW³⁷ and the street of the king is between
 them;
 above it the house of Parnu/Phamahva son of Ziliya and Mrdava his brother
 adjoins it ²⁰wall to wall;³⁸
 below it is the house of Paḥc/Pakhoi and Pameṭ his brother, boatmen of the
 (rough) waters, sons of Tawe,³⁹ ²¹and the street of the king is between
 them.

Description II

And its 1 window is open toward⁴⁰ the large room.⁴¹ And its gateway is open
 toward the street of the king; ²²from there you may go out and come in.

Investiture⁴²

This house whose measurements and whose boundaries is written in this
 document — you, Anani,⁴³ ²³have right to it from this day and forever and your
 children have right after you and (so does) anyone whom you give it to lovingly⁴⁴
 or ²⁴whom you sell it to for silver.⁴⁵

³³ The formulation of the Boundaries clause is grammatically awkward, blending two distinct formulae; see on *TAD* B2.2:7-8 (B24).

³⁴ The formulation "your house" corrected the earlier "which I gave you." Given to Jehoishma, it was her husband's by implicit or explicit right of usufruct; see Jezaniah's document granting him building rights in the house of his wife Mibtahiah (*TAD* B2.4 [B26]).

³⁵ For addition of the independent pronoun as emphatic see on *TAD* A3.3:11 (B8) and B2.2:7 (B24).

³⁶ It was only Anani who had given (*TAD* B3.11:7-8 [B44]) the property to Jehoishma, as was correctly stated in the version above (line 9).

³⁷ This was the Temple that was destroyed by the Khnum priests in connivance with the Persian Chief Vidranga in the summer of 410 (*TAD* A4.7-8 [B19-20]). Some time after late November, 407 the governors of Judah and Samaria gave their qualified approval for its reconstruction (*TAD* A4.9 [B21]). Does this routine boundary description, as well as Tamet's title above ("servitor of YHW the God dwelling [in] Elephantine" [line 2]), mean that the Temple had indeed been, or was being, rebuilt?

³⁸ The previous neighbor here had been Shatibara, father of the woman, who together with her husband Bagazushta, had originally sold the property to Anani (*TAD* B3.4:2, 7-8 [B37], 3.5:11 [B38], and probably 3.7:7 [B40]). Had he sold his property to the brothers bearing Iranian names (perhaps also Caspians) or had he, like *Ynhwly*, departed and so the property was appropriated as abandoned?

³⁹ These Egyptian boatmen, apparently filiated to their mother, shared the southern border of Anani's house with an Egyptian gardener of Khnum (*TAD* B3.7:7-8 [B40], 3.10:10 [B43], 3.11:6 [B44]).

⁴⁰ I.e. it looks into.

⁴¹ It is not clear how this "1 window" relates to the "windows" mentioned above in line 13.

⁴² Son-in-law Anani was given full rights of alienation — to heirs ("your children after you"), beneficiaries ("anyone whom you give it to lovingly"), and purchasers ("sell it to for silver"); see H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 44.

⁴³ For the addition of the name see on *TAD* B2.1:11-12 (B23).

⁴⁴ For all these phrases and formulae see on *TAD* B2.3:9-10 (B25).

⁴⁵ The explicit right to "sell for silver" appeared only in this document.

- Waiver of Suit⁴⁶ I, Anani, and Tapemet⁴⁷ my wife, who was THE INNER ONE⁴⁸ of Meshullam son of Zaccur⁴⁹ and he gave her to me ²⁵for wifehood⁵⁰ — we shall not be able to bring against you suit or process in the name of⁵¹ this house which we sold and gave you and (for which) you gave us its price ²⁶(in) silver and was satisfied. Moreover, we shall not be able to bring (suit) against your sons or your daughters or (anyone) whom you give it to for silver or lovingly.⁵² Moreover, ²⁷son of ours or daughter, brother or sister of ours, partner-in-chattel or partner-in-land or guarantor⁵³ of ours shall ²⁶not ²⁷be able (to sue).⁵⁴
- Penalty Whoever shall bring against you suit⁵⁵ or bring (suit) ²⁸against your sons or against a man whom you give (it) to or whoever shall complain⁵⁶ against you to prefect or lord or judge⁵⁷ in the name of this house who(se) measurements ²⁹is written above⁵⁸ or whoever shall take out against you a new or old document in the name of this house⁵⁹ which we sold and gave you shall be obligated⁶⁰ ³⁰and shall give you or your children a penalty⁶¹ of silver, 20 karsh⁶² by the stone(-weight)s of the king, pure silver,⁶³
- Reaffirmation and the house is (likewise) yours or your children's ³¹or his whom you give (it) to lovingly.⁶⁴
- Document Transfer Moreover, we gave you the old document which Bagazushta wrote for us, the document of purchase/sale (of the house) ³²which he sold us and (for which) we gave him its payment (BLANK SPACE) (in) silver.⁶⁵

⁴⁶ The scribe has unusually compacted three statements in the Waiver clause (we shall not sue you; we shall not sue your heirs, buyers, or beneficiaries; our heirs or associated parties shall not sue you [lines 24-27]), followed by a single Penalty clause (lines 27-31); see B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 64.

⁴⁷ See on *TAD* B2.1:11-12 (B23).

⁴⁸ Aramaic גוא = גואה, with the same meaning as Old Persian 𐎱𐎠𐎼𐎿 (line 11).

⁴⁹ This special status is strikingly reminiscent of the "insider" (*pnymh*) status which a princess (*bt mlk*) or consort (*šgl*) enjoyed in the royal household (Ps. 45:10, 14). Cf. also Middle and New Persian *andarōn*, "the inner chamber," i.e. the women's quarter (Est. 2:9) (S. Shaked, orally).

⁵⁰ It is not readily evident why the scribe at this point described Tamet's special status in the household of Meshullam.

⁵¹ See on *TAD* B2.2:14 (B24).

⁵² The scribe chiasmatically reversed the word order of the Investiture clause (lovingly : silver :: silver : lovingly), omitted the word "sell," and subsumed both modes of transfer under the generic term "give."

⁵³ For this trilogy of associated parties, see on *TAD* B3.10:18 (B43).

⁵⁴ The scribe fell into ellipsis and failed to complete the sentence.

⁵⁵ See on *TAD* B2.3:11-12 (B25).

⁵⁶ This feature was introduced into the Penalty clause without having been mentioned in the Waiver clause. See on *TAD* B2.2:5 (B24).

⁵⁷ This triumvirate of officials appeared also in *TAD* B4.6:14

⁵⁸ See on *TAD* B2.1:10 (B23).

⁵⁹ See on *TAD* B2.3:15-16 (B25). It is clear from the incorporation of this provision in the Penalty clause that the party expected to produce such a document was one of those mentioned in the Waiver clause.

⁶⁰ See on *TAD* B3.5:14 (B38).

⁶¹ See on *TAD* B2.9:14 (B31).

⁶² This was the penalty for suit in the original sale document for this property (*TAD* B3.4:15, 18 [B37]); see further on *TAD* B2.1:7 (B23).

⁶³ A term regularly used by the scribe Haggai (see on *TAD* B2.1:7 [B23]).

⁶⁴ The clause was elliptical, omitting "sell/give for silver" explicitly recorded in the Investiture and Waiver clauses; H.Z. Szubin and B. Porten, *BASOR* 252 (1983), 44.

⁶⁵ For the standard procedure of Document Transfer see on *TAD* B2.3:25 (B25). The scribe did not know the amount of the original sale and so left the space blank.

Scribe and Place	Wrote Haggai son of Shemaiah this document in Elephantine the fortress ³³ at the instruction of Anani, the servitor of YHW the God, (and) Tapememet ⁶⁶ daughter of Patou, his wife, all (told) 2 as one mouth.
Witnesses ⁶⁷	(1 st hand) Witness Meshullam ³⁴ son of Mauziah; ⁶⁸ (2 nd hand) witness Nahum the houseborn; ⁶⁹ (3 rd hand) witness Nathan son of Jehour; ⁷⁰ (4 th hand) Magir. ⁷¹
Endorsement	VERSO ³⁵ Document (<i>sealing</i>) of a house which Anani son of Azariah and Tapemet his wife sold. ⁷²

⁶⁶ The expanded (and incorrect?) spelling here of Tamet's name would accord with the enhanced status given her elsewhere in this document (lines 2, 11, 24).

⁶⁷ The scribe omitted the customary heading, "The witnesses herein" (so too in *TAD* B2.9 [B31]). Four was the customary number of witnesses for sales; see on *TAD* B2.1:15 (B23).

⁶⁸ He was the fifth witness in an earlier document of Anani (*TAD* B3.10:25 [B43]) and a contributor to YHW (*TAD* C3.15:112). In both documents the father's name was abbreviated to Mauzi.

⁶⁹ He witnessed three other documents (see on *TAD* B3.11:19 [B44]), in one of which he followed the next witness, Nathan.

⁷⁰ Nine months earlier Nathan appeared as the first witness and Nahum as the fourth (*TAD* B3.11:18-19 [B44]); see further on *TAD* B2.11:16 (B33).

⁷¹ Lacking patronymic, this witness with a Babylonian name appeared only here.

⁷² Unusually, the endorsement lacked the name of the alienee, Anani son of Haggai; see on *TAD* B2.1:20 (B23).

B46

TAD B3.13 Kraeling 11

LOAN OF GRAIN

DATE: 2-31 December 402 BCE
SIZE: 30.3 cm wide by 35.5 cm high
LINES: 15 (= 14, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
PLACE: Syene
PARTIES: Anani son of Haggai son of Meshullam to Pakhnum son of Besa
OBJECT: Grain loan
WITNESSES: 4
SCRIBE: Shameram son of Eshemram son of Eshemshezib

This was the only loan document for grain and we cannot tell for certain whether it was drawn up after Anani son of Haggai bought his in-laws' apartment or before (*TAD* B3.12 [B45]), since it lacked day date. In the middle of December, in the first month of the Egyptian year, Anani went to Syene to borrow from the Egyptian-named Aramean, Pakhnum son of Besa, 2 *peras* 3 seah of emmer (approximately a double ration for a month) which he promised to repay as soon as he received his government ration (lines 2-4). If he failed to repay within twenty days, he was given a one karsh penalty (lines 5-8). Should he die before making payment, then the burden fell on his children or guarantors. Should they not pay the fine, then Pakhnum was entitled to seize as security for payment any item of Anani's property, wherever found (lines 8-12). Though the document was silent about repayment of the grain, the terminology ("penalty," "without suit") does not argue for conversion of a loan in kind to a loan in silver. Though drawn up in Syene by an Aramean scribe, the document's requisite four witness were well-known Jews (lines 12-14).

RECTO

Date ¹(In the) month of Thoth, year 4 of Artaxerxes the king,¹
Place then in Syene the fortress,²
Parties said Anani son of Haggai son of Meshullam,³ ^{2a}a Jew of the detachment of Nabukudurri,⁴ to Pakhnum son of Besa,⁵ an Aramean of Syene of that detachment likewise, saying:

¹ This was one of seven contracts from the end of the century that gave only an Egyptian date and one of four contracts that, in Egyptian fashion, gave only the month and no day date (*TAD* B2.9:1 [B31]; 3.8:1 [B41]; 7.1:1); B. Porten in S. Shaked and A. Netzer, *Irano-Judaica* II, 18-19. If the thirteen shekels paid for his father-in-law's house (*TAD* B3.12:1, 5 [B45]) emptied Anani's coffers, then this document was drawn up between December 14 and 31.

² The document was written in the town of the Aramean creditor (line 3) by an Aramean scribe (line 12); see on further on *TAD* B2.9:1 (B31).

³ He appeared regularly in his last three documents in a three- and four-generation genealogy (*TAD* B3.11:8 [B44], 3.12:2, 11 [B45]).

⁴ See on *TAD* B3.12:3 (B45).

⁵ Egyptian names borne by Arameans were characteristic of the correspondents in the Makkibanit letters (*TAD* A2.1-7 [B1-7]).

Loan	I came to you ³ in your house ⁶ in Syene the fortress and borrowed from you and you gave me ⁷ emmer, ⁸ 2 <i>peras</i> , 3 seahs. ⁹
Repayment	Afterwards, ¹⁰ I, Anani son of Haggai, ¹¹ ⁴ shall pay and give you that emmer, e(mmer), 2 <i>p(er)as</i> , 3 seahs from the ration which will be given me from the treasury of the king. ¹²
Penalty	⁵ And if I do not pay and give you that emmer which above is written ¹³ when the ration is given me ⁶ from the (store-)house of the king, ¹⁴ afterwards I, Anani, shall be obligated ¹⁵ and shall give you silver, a penalty ¹⁶ of one, 1, karsh ¹⁷ pure silver. ⁷ Afterwards, I, Anani, shall pay and give you the penalty which is above written within 20, that is twenty, days, ¹⁸ ⁸ without suit. ¹⁹
Obligation of Heirs	And if I die and have not yet paid ²⁰ and given you the silver of yours which is above written, afterwards my children ⁹ or my guarantors ²¹ shall pay you your silver which is above written.

⁶ This opening occurred in the first contract of the Mibtahiah archive (see on *TAD* B2.1:3 [B23]).

⁷ The opening statement in loans of silver was much more laconic (see on *TAD* B3.1:3 [B34]).

⁸ This was the grain widely cultivated in Egypt during the Persian period; B. Porten, *Archives from Elephantine*, 83.

⁹ The value of the *peras* is uncertain; the largest subdivision so far known was four seahs (*TAD* C13:37); B. Porten, *RB* 90 (1983), 569. One seah was roughly ten quarts; B. Porten, *Archives from Elephantine*, 71.

¹⁰ Rare in contracts, this word recurred here five times (lines 3, 6, 7, 8, 10); see on *TAD* B2.4:8 (B26).

¹¹ See on *TAD* B2.1:11-12 (B23).

¹² Two Egyptian Aramaic texts from the end of the fifth century record royal grain disbursements, one of barley designated "ration" (רַתְּוֹן [*TAD* C3.14:41; see also B5.5:7-8, 10 [B49]) as here and another of emmer designated "allotment" (פְּרִסָּה) (*TAD* C3.26:4-19). The latter term was usually reserved for payment in silver (*TAD* A2.3:8 [B3]; B4.2:6 [B48]). Unfortunately for the understanding of our text, the disbursements were always calculated in ardabs and the ratio of the *peras* to the ardab has not been determined. The most frequent emmer ration was 2½ ardabs and multiples thereof (5, 10, 15, 25). An ardab was three seahs and there were at least four seahs in a *peras*, so the loan here was about four ardabs (or more), i.e. something like a double monthly ration. The loan was interest-free if repaid within a month, i.e. at the time of the monthly ration distribution.

¹³ This expression recurred here six times (lines 5, 7, 8, 9, 10, 11-12); see on *TAD* B2.1:10 (B23).

¹⁴ Apparently, "treasury" (line 4) and "(store-)house" were synonymous; B. Porten, *Archives from Elephantine*, 60.

¹⁵ See on *TAD* B3.5:14 (B38).

¹⁶ Since this term was used only to connote a monetary fine (see on *TAD* B2.9:14 [B31]), it would be strange to find it here being used for substitution repayment of the loan in silver rather than grain. Still, the document is reticent about the obligation to repay the loan despite the penalty.

¹⁷ For the numerical repetition see on *TAD* B2.2:14 (B24). The penalty was the smallest recorded; see on *TAD* B2.1:7 (B23). There is no data available that would indicate the relationship of the penalty to the value of the loan.

¹⁸ The scribe composed a whole additional sentence to state that the fine was to be paid within twenty days of receipt of rations.

¹⁹ This expression invariably occurred after penalties (see on *TAD* B2.3:14 [B25]) and is further evidence that the one karsh sum was not meant as debt repayment.

²⁰ A provision typical of loan contracts (*TAD* B3.1:14 [B34]); see further on *TAD* B2.1:5 (B23) and 3.5:18 (B38).

²¹ See on *TAD* B3.10:18 (B43). It is surprising to find this recently introduced Iranian word so acclimatized to Aramaic that it could take the first person possessive suffix ending (אִרְרָנִי).

- Security And if my children or my guarantors not pay you ¹⁰this silver which is above written, afterwards you, Pakhnum, have right to my security²² to seize (it) and you may take for yourself from (among) ¹¹a house of bricks, slave or handmaiden, ^{which you will find of mine in Elephantine or in Syene or in the province} bronze or iron utensils, raiment or grain until you are paid your silver which above ¹²is written without suit.²³
- Scribe and Place Wrote Shaweram son of Eshemram son of Eshemshezib²⁴ this document in Syene the fortress at the instruction of ¹³Anani son of (ERASURE: Meshullam)²⁵ Haggai son of Meshullam.
- Witnesses The witnesses herein:²⁶
 (2nd hand) witness Menahem son of Shallum;²⁷
 (3rd hand) witness Haggai;²⁸
 (4th hand) ¹⁴witness Nahum the houseborn;²⁹
 (5th hand) witness Haggai son of Mardu.³⁰
- VERSO**
- Endorsement ¹⁵[Do]cument of grain [which Anani son of Haggai] son of Meshullam [wrote] for Pakhnum son of Besa.

²² See on *TAD* B3.1:9 (B34).

²³ For the right to seize personal property as security to force debt payment, see on *TAD* B3.1:8-10 (B34).

²⁴ This Aramean scribe appeared only here.

²⁵ The scribe initially wrote the name of Anani's grandfather, then erased it and wrote right over it the name of his father.

²⁶ See on *TAD* B3.1:21 (B34) and 2.1:15 (B23).

²⁷ See on *TAD* B2.10:18 (B32).

²⁸ This might be the well-known professional scribe Haggai son of Shemaiah; see on *TAD* B2.7:19 (B29).

²⁹ See on *TAD* B3.11:19 (B44). In that document he appeared together with Haggai son of Mardu, who followed here.

³⁰ See on *TAD* B3.11:20 (B44).

MISCELLANEOUS CONTRACTS (B47-52)

B47

TAD B5.1 Cowley 1 (Sachau Plate 30)

EXCHANGE OF INHERITED SHARES

DATE: 22 October, 495 BCE
 SIZE: 28 cm wide by 25.9 cm high
 LINES: 11[+9 = 20], perpendicular to the fibers on the recto, parallel to the joins; endorsement missing; folded from top to bottom
 PLACE: Elephantine
 PARTIES: Salluah and Jethoma daughters of Kenaiah to Jehour daughter of Shelomam
 OBJECT: A share
 WITNESSES: 3[+ 5 = 8]
 SCRIBE: Unknown

In this exceptionally short contract the sisters Salluah and Jethoma daughters of Kenaiah gave Jehour daughter of Shelomam half the share of realty which the royal judges and the Troop Commander Rauka gave them, probably as a result of probate. In return they received half the realty share inherited by Jehour together with her sister(?) Nehebeth. The usual Waiver of Suit clause is supported by a five karsh penalty. The names of only three witnesses, out of a possible eight, are preserved and they were written in column form by the scribe himself.

RECTO

Date ¹On d[a]y 2 of the [m]onth of Epeiph, year 27 of Darius the king,¹
 Parties said Salluah daughter of ²Kenaiah and Jethoma² her sister to Jehour daughter of Shelomam:
 Transfer We gave you
 Object half ³the sha[re]³
 Pedigree I which the judges of the king and Rauka the Troop Commander gave us,⁴
 Price in exchange for half the share
 Pedigree II which ⁴came to you⁵ with Nehebeth.
 Waiver of Suit Tomorrow (or the) next day,⁶ we shall not be able to institute (suit) against you in (regard to) that share, ⁵[s]aying:

¹ The few extant contracts before 471 BCE have only an Egyptian date (TAD B1.1; 4.2:8 [B48], 4.3:1, 4.4:1); B. Porten in S. Shaked and A. Netzer, eds., *Irano-Judaica II*, 18.

² Jethoma means "orphan" and so the father must have died before her birth. The sisters were mentioned further in a fragmentary contract from the last quarter of the century (TAD B5.2:4).

³ Aramaic מַתָּא, different from the usual חֵלְקָא, which designated both chattel (TAD B2.11:3-5, 7, 9-10, 12 [B33]) and realty (TAD B3.5:9, 11, 19 [B38], 3.10:2-3 [B43]). Here the reference is probably to realty; see on TAD A6.1:2 (B10) and B. Porten and H.Z. Szubin, *JAOS* 102 (1982), 652.

⁴ The father's recent death may have led to a situation wherein his estate had to be probated. This culminated in the judges and the Troop Commander granting a "share" to the two female heirs, either to be held jointly or with the elder serving as administratrix for the younger; see B. Porten and H.Z. Szubin, *JAOS* 102 (1982), 652-653.

⁵ Probably as an inheritance. The word "come" in Aramaic (מַטָּא), Hebrew (בָּוא), and demotic (*ph*) has a technical meaning of a share of an estate coming to an heir; see on TAD B2.11:3 (B33).

⁶ See on TAD B2.1:6 (B23).

"We did not give it to you."⁷

Brother or sister, son or daughter,⁸ near⁶ or far,⁹ shall not be able⁶ to institute (suit) against you.

Penalty And whoever shall institute (suit) against you in (regard to) that share which we gave you shall give you⁷ silver, 5 karsh,¹⁰

Reaffirmation and your share is yours furthermore.¹¹

Witnesses ⁸The witnesses:¹²

⁹[H]osea son of Hodaviah;¹³

¹⁰Shelomam son of Azariah;¹⁴

¹¹Zephaniah son of Makki;¹⁵

[¹²PN son of PN;

¹³PN son of PN;

¹⁴PN son of PN;

¹⁵PN son of PN;

¹⁶PN son of PN.

[Scribe] ¹⁷PN son of PN wrote upon/at the instruction of Salluah daughter of Kenaiah and Jethoma her sister].

⁷ For this statement see on *TAD* B2.3:20 (B25).

⁸ Though descending order of inheritance would usually prevail in this clause, here siblings preceded children because under the present circumstances of exchange of inherited property challenge by "brothers and sisters" was more likely than challenge by "sons and daughters." See B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 49.

⁹ See on *TAD* B2.1:9 (B23).

¹⁰ For the penalty see on *TAD* B2.1:7 (B23).

¹¹ Only in this early document was the word *חוב* used in the Reaffirmation clause. It soon gave way to *אפס* and *אם*; see on *TAD* B2.1:8 (B23).

¹² Only in the two earliest documents from Elephantine (here and *TAD* B4.2:11-16 [B48]) did the name of each witness appear on a separate line, written by the scribe himself who concluded with a statement that he had written the document. Assuming that the document dealt with realty, we restored the number of witnesses to eight (see on *TAD* B2.1:15 [B23]).

¹³ In 483 BCE he was one of two transporters of grain from Tahpanhes to Elephantine (*TAD* B4.3:1-2, 4.4:1-2).

¹⁴ Possibly the father of Jehour, party to the contract (line 2) and probably the grandfather of the Shelomam son of Azariah who deposited goods with Eshor (*TAD* B2.9:6 [B31]).

¹⁵ This person appeared only here. The patronym has its parallel in the Makkibanit letters where it may abbreviate that name (*TAD* A2.2:9 [B2]). Its connection to Biblical Machi (consonantal *מכ* as here) is unclear (Num. 13:15).

B48

B4.2 Cowley 11 (Sayce-Cowley L) PLATE 3

LOAN OF SILVER

DATE: Ca. 487 BCE
 SIZE: 25.5 cm wide by 40.8 cm high
 LINES: 16, perpendicular to the fibers on the recto, parallel to the joins; no endorsement on verso; folded from bottom to top
 PLACE: Elephantine
 PARTIES: Gemariah son of Ahio to PN son of Jathma
 OBJECT: Silver loan
 WITNESSES: 4
 SCRIBE: Gemariah son of Ahio

Lacking date and endorsement, this loan contract for the small amount of $3\frac{1}{2}$ shekels at 5% monthly interest was drawn up by the debtor himself, Gemariah son of Ahio upon the instruction of the witnesses (lines 1-4, 16). Repayment was to be made monthly from the debtor's government allotment and any missed interest became capitalized and bore interest like the principal (lines 4-6). The creditor, whose praenomen is missing but whose patronym was Aramaic, was to supply the debtor with a receipt for every payment (lines 6-7). If the loan and interest had not been repaid by the first month of the Egyptian calendar (Thoth), royal year 36 (of Darius I), the outstanding sum would double and continue to bear monthly interest until repaid (lines 7-9). The names of four witnesses, one non-Jewish, were signed by the scribe (lines 11-15). The conceivable need to point monthly to the clause requiring a regular receipt would have precluded the customary practice of tying and sealing the document and with it the need for an outer endorsement to identify its contents.¹ A Coptic debt acknowledgment on ostrakon was written by the debtor, a high ranking soldier (KSB I 025 [E4]) and a Coptic papyrus from the Paternouthis archive may have been a receipt for an interest payment (ST 96 [E3]).

RECTO

Parties	¹ [Gema]riah [son of A]hi[o ² said to PN] son of Jathma, ³ s[a]ying:
Loan	You gave me silver, ⁴ ² [3 shekels, 1+1 (= 2) [q(uarters)]] ⁵ by the stone(-weight) of Ptaḥ, ⁶ silver, 1 sh(ekel) to the 10, ⁷
Interest I	and it will increase upon me ⁸ (at the rate of) silver, 2 hallurs ³ to silver, 1 sh(ekel) for the month ⁹
Repayment I	until the day that I pay it to [you]. ¹⁰

¹ For the papyrological reconstruction of this document see B. Porten, *BASOR* 258 (1985), 41-49.

² See on *TAD* B2.1:15 (B23) and B2.2:18 (B24).

³ With an Aramaic patronymic ("The Orphan"), this person appeared only here.

⁴ See on *TAD* B3.1:3 (B34).

⁵ The other silver loan was also a small amount, only four shekels (*TAD* B3.1:3 [B34]).

⁶ In demotic documents of the Persian, Ptolemaic, and Roman periods, silver was weighed out by "kite/deben of the Treasury of Ptaḥ (*P. Wien* 10150.5 [B28])." At 9.53 grams, the kite was over one-half gram heavier than the Elephantine "royal" shekel at 8.76 grams. Only here in the Aramaic documents was this standard employed. The creditor must have had some kite silver which had to be lent *as is*. See following note.

⁷ To bring the weight of the lighter Persian karsh = 10 shekels in line with that of that of the Ptaḥ deben = 10 kite, one Ptaḥ shekel was added for each karsh. See B. Porten, *Archives from Elephantine*, 67-68, 306-307.

⁸ For the terminology see on *TAD* B3.1:4 (B34).

⁹ The identical formula and same 5% monthly interest appeared in a contract thirty years later (*TAD* B3.1:4-5 [B34]).

¹⁰ No due date was given, but penalty for non-payment increased on the Egyptian New Year of 36 Darius (lines 8-10). Loan periods varied considerably and were often flexible. Byzantine Greek and Coptic documents provided for repayment on fixed dates, e.g. in Payni (KSB I 025.8 [E4], 028.7 [E7], on 5 Tybi (KSB I 034.4-5

Interest II	And the interest ⁴ on your silver ³ will be ⁴⁷ hallurs for 1 month. And the month in which I shall not give you ⁵ interest, it will be capital and shall increase. ¹¹
Repayment II	And I shall pay it to you month by month ⁶ from my allotment ¹² which they will give me from the treasury ¹³
Receipt	and you shall write me a receipt ¹⁴ for all ⁷ the silver and interest which I shall be paying ¹⁵ you.
Penalty	And if I do not pay you all ⁸ your silver and its interest by the month of Thoth, year 36, ¹⁶ your silver ⁹ and its interest which remains upon me ⁸ will double ¹⁷ ⁹ and will be increasing upon me ¹⁸ month to month ¹⁹ ¹⁰ until the day that I pay it to you.
Witnesses	¹¹ The witnesses: ²⁰ ¹² Akban son of Shamashnuri; ²¹ ¹³ Kozri son of Jehoram; ²² ¹⁴ Mahseiah son of Jedaniah; ²³ ¹⁵ Malchiah son of Zechariah. ²⁴
Scribe	¹⁶ Gemariah son of Ahio wrote the document ²⁵ upon the instruction of ²⁶ the witnesses ²⁷ who are on this document.

[E14]); "at (the time of) this inundation" (*KSB* I 031.3-4 [E11], 032.3-4 [E12]); "when I come north" (*KSB* I 026.6 [B6]) or "when you come south" (*KSB* I 027.5-6 [B9]); but usually "whenever you may wish" (*P. Lond.* V 1736.12-13 [D51], *P. Lond.* V 1737.10 [D52]), or whenever you ask (*KSB* I 024.8-9 [E5], 030.15 [E8]; *ST* 91.3 [E17]). See further on line 8.

¹¹ The later document spelled it out — "the interest shall increase like the capital" (*TAD* B3.1:6 [B34]).

¹² This was paid according to the "stone(-weight)s of the king" (see on *TAD* B3.13:4 [B46]). According to which standard was the loan to be repaid?

¹³ Usually designated "treasury of the king" (*TAD* B3.4:9 [B37], 3.7:7 [B40], 3.11:4 [B44]), it was otherwise known as, or part of, the "house of the king" (*TAD* B3.13:6 [B46], 4.4:12, 16; 5.5:8 [B49]). A contemporary demotic receipt for the payment of myrrh referred to the "collection-box of Parnu, he of Tshetres, to whom the fortress of Syene is entrusted" (see on *P. Berlin* 13582:2-2 [B35]).

¹⁴ This Akkadian loanword (גנז) appeared only here. *TAD* B4.1 may have been an example of such a receipt; B. Porten, *BASOR* 258 (1985), 51.

¹⁵ This compound tense (אחיה משלם) is rare in Imperial Aramaic.

¹⁶ This would be December 23, 487-January 21, 486. Assuming the loan was for a year (cf. *TAD* B3.1:7 [B34]), the contract was drawn up at the turn of the year 488/487. The last dated cuneiform document for Darius I was November, 486; R.A. Parker and W.H. Dubberstein, *Babylonian Chronology* (Providence, 1956), 16-17.

¹⁷ See F. M. Fales, *BSOAS* 56 (1993), 357.

¹⁸ Terminology as in line 2 and compound verbal form as in line 7.

¹⁹ The formulation here (ירח לירח) was slightly different from the one above in line 5 — "month by month" (ירח בירח).

²⁰ For this format see on *TAD* B5.1:8 (B47).

²¹ The suggestion has been raised that this otherwise unknown Aramean was an employee of the royal treasury whose presence further guaranteed monthly payment; J. Halevy, *RS* 11 (1903), 257.

²² Appeared only here.

²³ See on *TAD* B2.1:2 (B23).

²⁴ Appeared only here.

²⁵ This was one of the few documents drawn up by one of the parties, in this case the debtor; see also *TAD* B4.3:1, 21, 4.4:1, 18, drawn up about the same time (483 BCE).

²⁶ See on *TAD* B2.1:15 (B23).

²⁷ It is not apparent why the witnesses should be the ones to instruct the debtor-scribe on the composition of his contract. Were they in any way involved in the loan?

B49

TAD B5.5 Cowley 43 (Sachau Plate 33) + 68,4 (Sachau Plate 61,4)

MUTUAL QUITCLAIM

DATE: 16 September, 420 - 11 September, 400 BCE
 SIZE: 34.2 cm wide by 16.9 cm high
 LINES: 13 (= 12, on the recto [1 perpendicular to the fibers, parallel to the joins; 11 on the protocol, parallel to the fibers and the join]; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Miptahiah daughter of Gemariah to her sister Eswere
 OBJECT: 6 shekels
 WITNESSES: 4
 SCRIBE: Unknown

Drawn up between two sisters, possibly from the family of Mibtahiah daughter of Mahseiah and Jedaniah son of Gemariah, this document was written on the protocol of a papyrus roll and had both parties speaking. The younger sister, with the Egyptian name Eswere, had extended old-age support to her older sister Miptahiah and the latter now gave her six shekels in return (lines 1-4) in addition to a royal ration which she had received on her behalf (line 7). The contract is a mutual quitclaim, wherein Miptahiah renounced all claim to the six shekels and Eswere acknowledged receipt thereof along with the ration and renounced further claim to them. Each renunciation was backed by the usual Waiver clauses, backed by relatively modest penalties (lines 4-6, 8-11). The scribe is unknown, the names of three witnesses are lost, and the designation of the document is missing (lines 11-13).¹

	RECTO	
Date	¹ On the 15 th of Pay[ni, year 4 of Artaxerxes], the king ²	x Darius
Place	then in Elephantine, ³	5 Amyrtaios
Parties	said Mipta[hiah daughter of Gemariah, ⁴ a Jewess] ² of Elephantine the fortress, according to her detachment an Aram[ean], ⁵ to Eswere ⁶ daughter of Gemar[i]ah, a Jewess of the same [detachment], say[ing]:	
Transfer I	I ³ gave you	
Object I	silver, 6 shekels, that is six, by the stone(-weight)s of the king, silver zuz ⁷ to 1 karsh.	
Transfer II	I ³ gave you I, Miptahiah, gave (it) to you in love ⁸	
Consideration	⁴ in consideration of (the) support ⁹ [(with) which you supported me	

¹ For date and restoration of this document see B. Porten, *JNES* 48 (1989), 174-177.

² Palaeographically, the document dates to the last quarter of the 5th century BCE. Spacewise, the date could be 4-16 Darius II (420-408 BCE), 4 Artaxerxes (401 BCE), or 5 Amyrtaios (400 BCE). Between those years (420-400) Payni 12 moved from 16 to 11 September. For the exclusively Egyptian date see on TAD B3.12:1 (B45).

³ See on TAD B2.9:1 (B31), but our document omitted the word "fortress" (בִּירָה).

⁴ Was she a niece of Mibtahiah daughter of Mahseiah and probably sister of Gemariah? See on TAD B2.3:29 (B25).

⁵ This restored designation ("Jewess ... Aramean") is unique and therefore somewhat conjectural. Nowhere else was a detachment commander anonymous, but nothing better fits.

⁶ Other Egyptian names borne by Jewish women or women married to Jews included Esereshut (TAD A4.4:5 [B16]), Takhnum (TAD A3.7:2), and Ta(pe)met (TAD B3.3:4 [B36]).

⁷ See on TAD B3.4:6 (B37).

⁸ See on TAD B3.5:4 (B38).

⁹ See on TAD B3.10:15-18 (B43).

Withdrawal I	and I with]drew ¹⁰ from yo[u] from this day and forever.
Waiver of Suit I	I shall not be able to bring against you suit [or] process in the name of ¹¹ ⁵ [this silve]r [whi]ch [I] ga[ve you, ¹² which is written] in this document. ¹³ And son of mine or daughter of mine, brother or sister of mine, near or far, shall not be able ⁶ [to bring against you <i>suit or process</i> . ¹⁴
Penalty I	Whoever ¹⁵ shall bring (suit) against you in the name of this silver which] I gave you shall give you penalty of silver, 2 karsh, ¹⁶
Reaffirmation	(and that silver is yours) [li]kewise. ¹⁷
Object II	Said ⁷ [Eswere]: ¹⁸ ⁷ [The ration of mine from the (store-)house of the king ¹⁹ and your silver, you Mi]ptahiah, ²⁰ which was in your hand ²¹ —
Transfer III	you gave it to me,
Satisfaction	and my heart was satisfied ⁸ [herein from this day and forever
Withdrawal II	and I withdrew ²² from you from] this [sil]ver and (from) the ration which was mine from the (store-)house of the king.
Waiver of Suit II	And I shall not be able ⁹ [I, Eswere, to bring against you suit or process. Moreover, son] of mine or daughter of mine, partner-in-chattel or partner-in-land who is mi[ne ²³ shall not be able (to sue) ²⁴ in the na]me of this silver ¹⁰ [which you gave me and this ration which was mine from the (store-)house of the ^{king}].
Penalty II	Whoever ²⁵ shall bring (suit) against you in the name of this silver and [the] ration [which] is written above ¹¹ [shall give you penalty of silver, x karsh.
Scribe	Wrote PN son of PN] ²⁶ this document at the instruction of Miptahiah daughter of Gemariah. ²⁷

¹⁰ See on TAD B2.7:7 (B29).

¹¹ See on TAD B2.2:14 (B24).

¹² The suit would state something like "I did not give you the six shekels" (see on TAD B2.3:20 [B25]).

¹³ See on TAD B2.1:10 (B23).

¹⁴ The scribe limited the potential claimants in the first half of the contract to heirs; apparently no one else came into consideration (see further on lines 8-9).

¹⁵ Of the above enumerated parties.

¹⁶ The penalty was just over three times the value of the original payment; see on TAD B2.1:7 (B23).

¹⁷ The clause here was most elliptical, limited to but a single word; see on TAD B2.1:7-8 (B23).

¹⁸ See on TAD B3.3:13 (B36). Since the right half of the papyrus is missing here, it cannot be determined whether the scribe had written the usual small vertical marginal line to indicate change of speaker.

¹⁹ Whether as Eswere's older sister or for some other reason, Miptahiah had received her ration (see on TAD B3.13:4 [B46]) and given it to her, unrecorded in the first half of the document.

²⁰ These two words ("you, Miptahiah") came to emphasize "your." English would say, "yours, Miptahiah."

²¹ That is, in your possession; see on TAD A2.2:5 (B2).

²² For the sequence "satisfaction forever" - "withdrawal" see on TAD B2.9:9 (B31) and further references there.

²³ For this pair and the legal implications of its introduction see on TAD B3.6:5 (B39) and B. Porten and H.Z. Szubin, *Maarav* 4 (1987), 65.

²⁴ The suit would state something like "You did not give me the silver and the ration."

²⁵ Whoever of the parties mentioned in the Waiver clause above.

²⁶ His script does not resemble that of any of the known scribes.

²⁷ Like one of the other documents with change of speaker, so this one was drawn up only by the party of the first part; see TAD B3.6: 15-16 (B39).

Witnesses

And the witnesses herein:²⁸12[(2nd hand) (witness) PN son of PN;(3rd hand) (witness) PN son of PN;(4th hand) (witness) PN son of] Pedaiah;²⁹(5th hand) witness Mannuki son of Speamre.³⁰

VERSO

Endorsement

¹³[Document (*sealing*) of ...]³¹ which Miptahiah daugh[ter of Gemariah] wrote
[for Eswere daughter of Gemariah] her sister.

²⁸ Only four witnesses were necessary for movables; see on *TAD* B2.1:15 (B23).

²⁹ The name Pedaiah possibly appeared in a contemporary list of Jews as patronymic of Hor (*TAD* C4.6:3).

³⁰ Such a name combination, Babylonian son of Egyptian, was rare (cf. *TAD* B3.2:12 [B35]) and this individual appeared only here.

³¹ Unfortunately, we do not know how this document was designated. Cowley restored "withdrawal" on the basis of line 4.

B50

TAD B7.2 Cowley 7 (Sachau Plate 26)

OBLIGATION TO MAKE JUDICIAL DECLARATION

DATE: 18 January, 401 BCE
 SIZE: 28.4 cm wide by 16.9 cm high
 LINES: 12, parallel to the fibers on the recto, perpendicular to the joins; verso blank; folded from left to right
 PLACE: Elephantine
 PARTIES: Malchiah son of Jashobiah to [Ar]tafrada son of A[rvastah]mara
 OBJECT: Assault and battery
 WITNESSES: Unknown
 SCRIBE: Unknown

The Jewish soldier Malchiah son of Jashobiah was accused by the Persian soldier Artaxerxes of breaking into his house, assaulting his wife, and making off with his property. The jurisdiction before which he entered his complaint was not recorded, but pursuant to interrogation Malchiah was ordered to go before the deity Herembethel, accompanied by four מַמְנֵי, either court bailiffs or personal supporters, and deny all charges. The procedure sounds like that of an exculpatory oath, imposed when the evidence was insufficient to determine innocence or guilt, but the language differs from that in other Elephantine oath (con)texts (TAD B2.2:4 [B24], 2.8:4-5 [B30]; 7.1:4, 6, 7.3:2, 4 [B52]). Failure to make the required declaration resulted in penalty, but here the document broke off.¹

RECTO

Date ¹On the 18th of Phaophi, year 4 of Artaxerxes [the] king²
 Place in [Elephan]tine ²the fortress,³
 Parties said Malchiah son of Jashobiah,⁴ an Aramean,⁵ hereditary-property-holder⁶ in Elephantine ³[the] for[tress of the detach]ment of Nabukudu[rri],⁷ [to Ar]tafrada son of A[rvastah]mara⁸ of the detachme[nt of] ⁴Marya,⁹ [say]ing:
 Complaint [Y]ou com[plained]¹⁰ against me] in *Np*:¹¹

¹ For the late dating and restoration of this document see B. Porten, *Orientalia* 56 (1987), 89-92. The document date, however, was recorded incorrectly there and should be as herein.

² For the exclusively Egyptian date see TAD B3.12:1 (B45).

³ See on TAD B2.9:1 (B31) but our document omitted the word "then."

⁴ Appeared only here.

⁵ For the application of "Aramean" to a Jew see on TAD B2.1:2 (B23).

⁶ For this title (מַחֲסֵךְ) see on TAD B2.3:2 (B25). In our document it served to belie the accusation that Malchiah, a respected property-owner, took goods by force (כָּחֵץ [lines 5, 9]).

⁷ See on TAD B3.12:3 (B45).

⁸ This name appears in TAD B2.2:21 (B24) and is conjecturally restored here because it suits the space. It is unusual that his ethnicon was not given.

⁹ This detachment was manned by Bactrians and Persians, as here; see on TAD B3.12:3 (B45).

¹⁰ Complaint might be registered before prefect, lord, or judge; see on TAD B2.2:5 (B24) and next note.

¹¹ For this enigmatic word see on TAD B2.9:4 (B31). There a "suit of *np*" was held before the Chief and the Troop Commander. Perhaps one or both of these went by the title "lord."

“Yo[u brok]e [into¹² my house] ⁵by force¹³ and you assaulted¹⁴ my wife and goods by force you took out¹⁵ from my house ⁶and you took (and) made (them) your own.”¹⁶

Interrogation and
Declaration

[I] was interrogated¹⁷ and the call¹⁸ to (the) gods ⁷came ¹⁹ upon me in the suit. I, Malchiah, shall call²⁰ for you²¹ to Herembethel²² ⁸the god among 4 [OF]FICIALS/[SUP]PORTERS,²³ say[ing]:

“By force I did [not] break into your house, ⁹(that) wife of yours I did not assault, and goods from your house by force I did not take.”

Refusal of
Declaration

¹⁰And if I do n[ot] call for you among these [2+]2 (=4) [OF]FICIALS/[SUP]PORTERS ... [...].²⁴

(BOTTOM MISSING)

¹² The same term in *TAD* A4.7:9 (B19), 4.7:8 (B20).

¹³ Aramaic כחטן, echoing מוחטן in line 2. An accusation of forceful appropriation of goods occurred also in a judicial document from Saqqarah (*TAD* B8.4:4).

¹⁴ Aramaic כחש. The same word in Talmudic Hebrew appeared once with the meaning “deflower” (Y. Kid. I, 59^a top; M. Jastrow, *Dictionary*, 683). The sense here may be one of sexual assault.

¹⁵ A similar accusation of assault on women and theft was made in a complaint against Nakhthor, official of Arsames (*TAD* A6.15:8-9). For the Hebrew equivalent of “take by force” see 1 Sam. 2:16.

¹⁶ See on *TAD* A4.5:18 (B17).

¹⁷ See on *TAD* B2.9:8 (B31).

¹⁸ I.e. the declaration. Aramaic מקרא = Hebrew קריאה (Jon. 3:2); the verb קרא often has the meaning of proclaiming, declaring (Ju. 7:3; Is. 40:3, 6; Jer. 2:2; Jon. 3:4; Zech. 1:14, 17; *et al.*). This declaration of innocence made before deity was comparable to an oath and was imposed by the court in the absence of witnesses to corroborate the claim of either party (cf. Ex. 22:10).

¹⁹ I.e. was imposed; see on *TAD* B2.8:5 (B30).

²⁰ I.e. shall declare.

²¹ That is, in response to your claim.

²² This deity appeared only here. Both elements appeared independently as component of theophorous personal names: e.g. Heremnathan (*TAD* B3.9:12 [B42]); Bethelzabad (*TAD* B3.9:11 [B42]). The name is clearly written as one word and cannot be separated to read “the sacred property of Bethel” (*contra* K. van der Toorn, *ZAW* 98 [1986], 283).

²³ Aramaic מקמא/מקמא appeared only here and its meaning must be conjectured on the basis of philology and comparison with cognate sources. As a passive participle *aphel* of מק it would mean “appointed (official)” and might be analogous to the *manzatuḥlu* at Nuzi, whose duties included accompanying an oath-taker to the temple, administering the oath, and reporting the results back to the court. Alternately, the noun could be a defectively written *aphel* active participle with the sense of “standing by someone,” hence “supporters,” compatriots or even family members who lent support to his assertion of innocence (cf. *TAD* B2.2:4-5 [B24]).

²⁴ Failure to comply no doubt meant a penalty; cf. *TAD* B7.1:4-8.

B51

TAD B4.6 Cowley 35 (Sachau Plate 34) + No. 69 of 96 Frags.

DEBT ACKNOWLEDGMENT

DATE: 21 June, 400 BCE
 SIZE: 20 cm wide by 28.4 cm high
 LINES: 20, parallel to the fibers on the recto, perpendicular to the joins; verso blank; folded from left to right
 PLACE: Elephantine
 PARTIES: Menahem son of Shallum to Salluah daughter of Sammuah
 OBJECT: 2 shekels
 WITNESSES: 4
 SCRIBE: Haggai son of Shemaiah

As the native Egyptian ruler Amyrtaios finally asserted his authority in Upper Egypt (in the fifth year of his reign), Menahem son of Shallum drew up a deed of obligation for his wife Salluah. Since this document is unique it is not clear whether it concerns deferred payment of part of her *mohar*¹ (cf. *P. Or. Inst.* 10552r.5-7 [F2]) or settlement pursuant to divorce, wherein Menahem was not able to return all her dowry "on one day in one stroke," as usually required (*TAD* B2.6:28-29 [B28], 3.8:24 [B41]). In either case, he promised to pay the two-shekel balance within forty days and accepted a 50% percent penalty in case of failure (lines 3-10). Salluah was entitled to seize his realty and chattels as security for payment (lines 11-17). Written on papyrus parallel to the fibers, as became fashionable at the end of the century (cf. *TAD* B7.2 [B50]), the document was drawn up by Haggai son of Shemaiah and attested by at least two of the same witnesses who attested his other contemporary documents (lines 18-20).²

RECTO

Date ¹On the 23rd of Phamenoth,³ year 5 of Amyrtaios the king,
 Parties then⁴ ²said Menahem son of [Shall]um,⁵ an Aramean of Elephantine the fortress of the detachment of Nabukudurri,⁶ ³to Sallu[ah] daughter of Sammuah,⁷ saying:
 Debt You have (a claim) on me⁸ (for) silver, 2 sh(ekels),⁹ ⁴that is [silve]r, 1 stater,¹⁰ from part of the silver and the goods which (are written) on ⁵your ⁴document of ⁵wifehood.¹¹

¹ So E. Sachau, *Aramäische Papyrus und Ostraka* (Leiden, 1911), 129 and A. Grohmann, *Arabic Papyri in the Egyptian Library* (Cairo, 1934), II, 72.

² For restoration of this document see B. Porten, *JNES* 48 (1989), 164-167.

³ This date is the earliest attestation at Elephantine for recognition of the native Egyptian rebellion against Persian rule. For the exclusively Egyptian date see on *TAD* B3.12:1 (B45).

⁴ See on *TAD* B2.9:1 (B31); but this document omitted the place.

⁵ A couple years earlier he witnessed a loan contract along with Nahum, here a witness (line 20), and Haggai, who may have been the scribe of our document; see on *TAD* B2.10:18 (B32) and 3.13:13-14 (B46).

⁶ See on *TAD* B3.12:3 (B45).

⁷ Known only from this document.

⁸ This is the standard debt formula; see also *TAD* B4.5:2

⁹ For the small amounts of the loans see on *TAD* B3.1:3 (B34).

¹⁰ See on *TAD* B3.12:5 (B45).

¹¹ The document of wifehood contained a list of goods and cash that the bride brought with her into her husband's house, which property was returned to her in case of repudiation and inherited by him in case of death, the couple being childless (*TAD* B2.6:6-16, 20-29 [B28]; 3.3:4-10, 12-13 [B36], 3.8: 5-28, 34-36 [B41]). The two-shekel sum here was either the balance of her *mohar* or of her dowry which Menahem owed her pursuant to divorce.

Repayment	I, Menahem, shall give it and pay you by ⁶ the 30 th of Pharmouthi, year [1+]4 (= 5) ¹² of Amy[r]taios the king.
Penalty	If I do not ⁷ [pay] and give you this silver, 2 [she]kels, [that is 1] stater, ⁸ [by] this [day] whi[ch] is written above [and] it come to [the 1st of Pa]chons, ¹³ ⁹ your silver [shall accrue interest from me, becoming] silver, [3] shek[els], ¹⁴ that is silve[r], 1 [stat]er, [1 sh(ekel), ¹⁰ and I shall pay you], y[ou] Salluah, [or] your [children] ¹⁵ or your g[uaran]tors. ¹⁶
Security	¹¹ [And you Salluah have right]to any security w[hich is] foun[d — house of] brick[s, ¹² slave or handmaiden], bron[ze] or ir[o]n [utensil(s)], barley [or] e[mm]er — [r]i[gh]t to [seize (it) ¹³ until you have full (payment) ¹⁷ of] your [silver, silver], 3 shekels [...] ... [...]. ¹⁸
Waiver of Complaint	¹⁴ [And I shall not be able to compl]ain ¹⁹ a[gainst you] to prefect or [lor]d, judge ²⁰ ... [... ¹⁵ ...] ... [...] for silver [...] ... all/every [... ¹⁶ ...] ... [...] Menah[em] ... [...] ... [... ¹⁷ ... un]til yo[u] have fu[ll] (payment) [of] this your [silver ...] ...
Scribe	[Wrote ¹⁸ Haggai son of Shemaiah] ²¹ this [document at the instruction of Menah]hem.
Witnesses	[The] wi[tnesses] herein: ²² ¹⁹ (2 nd hand) [witness PN son of PN]; ³ (3 rd hand) witne[ss Nathan son of]Mauzia[h]; ²³ ²⁰ (4 th hand) [witness PN son of PN]; ⁵ (5 th hand) [witness] Na[hum] the [hou]se-[born].

¹² This date was 28 July. Menahem had less than forty days in which to pay off the amount due.

¹³ This was the day after the due date = 29 July.

¹⁴ Defaulted debt entailed a 50% penalty.

¹⁵ Children inherited their parent's benefits as well as obligations (TAD B3.1:8, 15 [B34]).

¹⁶ See on TAD B3.10:18 (B43).

¹⁷ For this expression see on TAD B3.1:11 (B34).

¹⁸ For the right to seize security and the list of seizable items see on TAD B3.1:8-11 (B34).

¹⁹ See on TAD B3.1:12-13 (B34).

²⁰ For this triad of officialdom see also TAD B3.12:28 (B45).

²¹ This document is attributed to Haggai (see on TAD B2.7:19 [B29]) on the basis of palaeography, orthography and terminology. He also wrote TAD B3.11 (B44), attested by two of the same witnesses as here.

²² See on TAD B3.1:21 (B34) and 2.1:15 (B23).

²³ Here the second of four witness, with the fourth being Nahum, he was elsewhere fifth of eight and followed Nahum (TAD B3.11:19 [B44]). The distinctive handwriting of both witnesses enables us to restore their names.

B52

TAD B7.3 Cowley 44 (Sachau Plate 32)

OATH TEXT

DATE: Late 5th Century BCE
 SIZE: 15.2 cm wide by 16.4 cm high
 LINES: 10, parallel to the fibers on the recto, perpendicular to the join; verso blank; folded from left to right
 PLACE: Elephantine
 PARTIES: Menahem son of Shallum to Meshullam son of Nathan
 OBJECT: She-ass
 WITNESSES: None
 SCRIBE: Unknown

Menahem son of Shallum owned a female donkey and Nathan, father of the plaintiff Meshullam, had discussed with him acquisition of half ownership in exchange for a male donkey or some other remuneration. Meanwhile, Menahem transferred his animal to the Egyptian Pamise son of Pameṭ. With Nathan gone, his heir Meshullam laid claim to half ownership on the assumption that the deal had been concluded. Lacking documents or witnesses, the court ordered Menahem to swear that the deal had never been concluded and therefore his father had been entitled to dispose of the animal as he saw fit. The present document is a copy of the oath written on an indifferently erased papyrus scrap. The oath had already been taken in a sanctuary, or was about to be taken there, with the results to be reported back to the court. The particulars of the oath (by the deity Ḥerem?, in/by the place of prostration, and by AnathYHW) are quite unique and raise questions of religious symbiosis and swearing by a non-Jewish deity.

RECTO

Parties ¹[The] oa[th¹ whi]ch Menahem son of Shallum² son of ²Ho[shaiah/daviah] swore/will-swear³ to Meshullam son of Nathan⁴ ³by Ḥ[erem]⁵ the [god] in/by the place of prostration⁶ and by AnathYHW.⁷

Oath ⁴And[he swore/will-swear to him], saying:

¹ Restored as [חַי] (see on TAD B2.2:6 [B24]).

² For this active person see on TAD B2.10:18 (B32), but only here was the name of his grandfather recorded.

³ Was this text the instruction as to what oath to take or a copy of the oath that had already been taken? The consonantal form of the verb is indeterminate.

⁴ Appeared only here.

⁵ This is a conjectural restoration. In another text, Malchiah son of Jashobiah promised to make a declaration of innocence before Ḥerembethel (TAD B7.27-8 [B50]).

⁶ Aramaic *בְּמִסְגֵּרָא*. The preposition *beth* may mean either "in" or "by." The "place of prostration" may be the "altar precinct" (cf. 1 Ki. 8:31-32, 54) and the oath taken there; alternately the *מִסְגֵּרָא* may be the sacred place by which the oath was sworn (cf. Matt. 23:16, 18). The Byzantine Christians swore by sacred relics (*P. Münch.* 1.25-27 [D29]).

⁷ Appearing only here, the name is parallel in structure to Anathbethel (TAD C3.15:128), that is, Anath who is the wife of Bethel or of YHW; alternately Anath who is the "name" or "face" of Bethel and YHW, as in the names "Astarte Name of Baal" and "Tinnit Face of Baal." If Anath's title was the Queen of Heaven, worshipped by the women of Judah in their land and later in Egypt (Jer. 44:15-30), then they would have viewed AnathYHW as that aspect of YHW which assured man's well-being; see B. Porten, *Archives from Elephantine*, 171, 177. Another view would regard the symbiotic deity as a creation of Arameans settled in Israel and later migrating to Egypt. Not Anath was attached to YHW, but YHW was attached to Anath in a parallel construction to Anathbethel. See K. van der Toorn, *Numen* 39 (1992), 96-98.

Contention of
Plaintiff

The she-ass which is in the hand of⁸ ⁵Pa[mise son of Pa]meṭ⁹ ⁵which you are bringing (suit) against me¹⁰ ⁶a[bout it], ⁶[saying]:

"Half of it is mine,"¹¹

Denial by
Defendant

entitled¹² ⁷[am] I [to]bestow it¹³ on Pamise. Your father ⁶did not give me a he-ass¹⁴ in exchange for half of it ⁹and [he did not] [gi]ve me silver or the value of silver¹⁵ in exchange for ¹⁰h[alf of it].

PALIMPSEST (PERPENDICULAR TO TEXT ALONG RIGHT MARGIN):

¹]by the work of your hands ... ²... all silver and goods which will be found after my death.¹⁶

⁸ That is, "in the possession of" (see on *TAD* B2.2:5 [B2])

⁹ Egyptian son of an Egyptian, appeared only here.

¹⁰ See on *TAD* B2.3:12 (B25).

¹¹ And therefore Menahem had no right to transfer it.

¹² Aramaic צדיק (*TAD* B5.2:3, 5.6:8), in the sense of "having the right to do something."

¹³ Aramaic ליהאסנתה with this meaning again in restored *TAD* B5.2:3 — [צדיק] הוה לחוסט[תה].

¹⁴ Among the gifts Jacob sent Esau were twenty she-asses and ten he-asses (Gen. 32:15). Thus half a she-ass was the equivalent of one he-ass.

¹⁵ There were three potential means of exchange — silver, a he-ass, any other object of worth.

¹⁶ The language here is unique among the contracts.

PROSOPOGRAPHY OF HEBREW NAMES

Yun, Sungduk

Anani	ענני	TAD A6.2:23(B11), 4.3:4,10,11(B15)
Berechia(h)	ברכיה/א	TAD A4.3:1(B15), 4.4:3(B16)
Djeḥo	צחא	TAD A4.2:14(B14), 4.3:4,6(B15)
Hananiah	חנניה	TAD A4.1:1,10(B13), 4.3:7(B15)
Hodo	הודו	TAD A3.8:6(B9)
Hose[a]	הוש[ע]	TAD A4.4:3(B16)
Hosha[iah]	הושע[...]	TAD B3.7:20(B40)
Jehohanan	יהוחנן	TAD A4.7:18(B19)
Nahum	נחום	TAD B3.11:19(B44), 3.12:34(B45), 3.13:14(B46); [4.6:20](B51)
Reia	רעיא	TAD A4.4:5(B16)
Uriah	אוריה	TAD A4.2:1(B14), 4.3:1,12(B15)
Zaccur	זכור	TAD A3.8:5(B9)
Gaddul f. [...]	גדול	TAD A4.4:10(B16)
Jathma f. [...]	יתמא	TAD B4.2:1(B48)
Pedaiah f. [...]	פדיה	TAD B5.5:12(B49)
Agur s. Ahio	אגור	TAD B3.1:22(B34)
Ahio f. Agur	אחיו	TAD B3.1:22(B34)
Ahio f. Gemariah, Pelatiah gf. Ahio s. Pelatiah	אחיו	TAD B2.1:15(B23), 2.2:18(B24)
Ahio f. Micaiah gf. Ahio s. Micai[ah]	אחיו	TAD B3.2:2,12(B35), 3.6:17(B39)
Ahio f. [...]iah	אחיו	TAD B2.6:38(B28)
Ahio s. Micai[ah] gs. Ahio	אחיו	TAD A4.4:7(B16)
Ahio s. Nathan gs. Anani	אחיו	TAD B2.10:19(B32); 3.11:18(B44)
Ahio s. Pelatiah gs. *Ahio	אחיו	TAD B3.1:22(B34)
Anani b. Ostanēs	ענני	TAD A4.7:18(B19), 4.8:18(B20)
Ananiah f. Gedaliah	ענניה	TAD B2.2:20(B24)
Anani(ah) f. Nathan gf. Mauziah	ענני(ה)	TAD B2.3:32(B25), 2.4:20(B26), 2.6:37(B28), 7:17(B29); 3.3:14(B36); Anani: B3.1:20(B34)

Anani(ah) s. Azariah h. Ta(pa)met f. Jehoishma, Pelatiah	ענני(ה)	<i>TAD</i> B3.3:2(B36), 3.4:3,11(B37), 3.5:1,23(B38); Anani: B3.2:2(B35), 3.7:2,6(B40), 3.8:35(B41), 3.10:1,12,23,27(B43), 3.11:1,7,9,17,21(B44), 3.12:1,10,35(B45)
Anani(ah) s. Haggai gs. Meshullam ggs. Busasa h. Jehoishma d. Ananiah	ענני(ה)	<i>TAD</i> B3.8:1,43(B41); Anani: B3.11:8(B44), 3.12:2,11,17(B45), 3.13:1,3,13(B46)
Ananiah s. Meshullam gs. Shelomam b. Menahem	ענניה	<i>TAD</i> B2.9:2,9,19 (B31)
Ater f. Zaccur gf. Meshullam	אטר	<i>TAD</i> B2.7:3(B29)
Azariah f. Anani(ah)	עזריה	<i>TAD</i> B3.3:2(B36), 3.4:3,11(B37), 3.5:1,23(B38); Anani: B3.2:2(B35), 3.7:2,6(B40), 3.10:1,12,23,27(B43), 3.11:1,7,9,17,21(B44), 3.12:1,10,35(B45)
Azariah f. Menahem	עזריה	<i>TAD</i> B2.9:17(B31); 3.8:44(B41)
Azariah f. Shelomam gf. *Jehour	עזריה	<i>TAD</i> B2.9:6,12,13 (B31); 5.1:10(B47)
Azzul f. Haggai	אצול	<i>TAD</i> B3.8:44(B41)
Baadiyah f. Gaddul gf. Menahem	בעדיה	<i>TAD</i> B2.10:18(B32)
Berechiah f. Gaddul	ברכיה	<i>TAD</i> B2.9:17(B31), 2.10:19(B32)
Berechiah s. Miptah	ברכיה	<i>TAD</i> B3.6:17(B39)
Busasa f. Meshullam gf. Haggai gff. Anani	בסס	<i>TAD</i> B3.11:8(B44), 3.12:2,11(B45)
Dalah s. Gaddul	דלה	<i>TAD</i> B3.6:17(B39)
Delaiah s. Sanballat	דליה	<i>TAD</i> A4.7:29(B19), 4.8:28(B20), 4.9:1(B21)
Deuijah/Reuijah f. Hosea	ד/רעויה	<i>TAD</i> B2.3:33(B25), 2.4:21(B26)
Esveri d. Gemar[i]jah	אסורי	<i>TAD</i> B5.5:2(B49)
Gaddul f. Dalah	גדול	<i>TAD</i> B3.6:17(B39)
Gaddul f. Islah	גדול	<i>TAD</i> B2.10:19(B32); 3.8:44(B41)
Gaddul f. Menahem s. Baadiyah	גדול	<i>TAD</i> B2.9:17(B31), 2.10:18(B32), 2.11:15(B33); 3.11:18(B44)
Gaddul f. Nathan	גדול	<i>TAD</i> B3.3:15(B36)
Gaddul s. Berechiah	גדול	<i>TAD</i> B2.9:17(B31), 2.10:19(B32)

Gaddul s. Igdal	גדול	TAD B2.2:18(B24)
Gaddul s. Osea	גדול	TAD B2.7:14(B29)
Galgul f. Osea	גלגול	TAD B3.1:21(B34)
Gedaliah f. Hodaviah	גדליה	TAD B3.1:22(B34)
Gedaliah s. Ananiah	גדליה	TAD B2.2:20(B24)
Gemariah f. Jedania(h)	גמריה	TAD A4.2:1(B14), 4.3:1(B15), 4.4:7(B16), 4.7:1(B19), 4.8:1(B20), 4.10:1(B22); B3.8:44(B41), 3.11:20(B44)
Gemariah f. Miptahiah, Esweri	גמריה	TAD B5.5:1,2,11,13 (B49)
Gemariah s. Ahio	גמריה	TAD B2.2:18(B24); 4.2:1,16(B48)
b. Pelatiah s. Ahio		
Gemariah s. Mahseiah	גמריה	TAD B2.3:29(B25), 2.4:18(B26); 3.3:15(B36), 3.5:23(B38)
gs. *Jedaniah		
Haggai f. Anani(ah)	חגי	TAD B3.8:1,43(B41), 3.11:8(B44), 3.12:2,11,17(B45), 3.13:1,3,13(B46)
s. Meshullam		
gs. Busasa		
Haggai f. Hanan	חגי	TAD B2.11:16(B33)
Haggai f. Shemaiah	חגי	TAD A4.10:3(B22)
Haggai s. Azzul	חגי	TAD B3.8:44(B41)
Haggai s. Mardu	חגי	TAD B3.10:26(B43), 3.11:20(B44), 3.13:14(B46)
Haggai s. Nattum/Nattun	חגי	TAD A4.4:7(B16), 4.10:5(B22)
b. Hosea		
Haggai s. Shemaiah	חגי	TAD B2.7:19(B29); 3.4:23(B37), 3.6:15(B39), 3.8:43(B41), 3.10:22(B43), 3.11:17(B44), 3.12:32(B45), *3.13:13(B46); [4.6:18](B51)
f. *Shemaiah		
Ḥaggus s. Hodo	חגוס	TAD A3.8:1,15(B9)
Hanan s. Haggai	חנן	TAD B2.11:16(B33)
Hazzul s. Zechariah	הצול	TAD B2.10:5(B32)
Hodaviah f. Hosea	הודויה	TAD B5.1:9(B47)
Ho[daviah] f. Shallum	הו[דויה]	TAD B7.3:2(B52)
gf. Menahem		
Hodaviah s. Zaccur	הודויה	TAD B2.9:18(B31)
gs. Oshaiah		
Hodaviah s. Gedaliah	הודויה	TAD B3.1:22(B34)
Hodo f. Ḥaggus	הודו	TAD A3.8:15(B9)
Hodo h. Rami	הודו	TAD A4.4:5(B16)
Hosea f. Meshullam	הושע	TAD B2.2:18(B24)
Hosea f. Shemaiah	הושע	TAD B2.1:17(B23)
Hosea s. Deuih/Reuih	הושע	TAD B2.3:33(B25), 2.4:21(B26)
Hosea s. Hodaviah	הושע	TAD B5.1:9(B47)
Hosea s. Igdal	הושע	TAD B2.3:34(B25), 2.4:22(B26)
Hosea s. Jathom	הושע	TAD A4.4:7(B16), 4.10:4(B22)

Hosea s. Nattum/Nattun b. Haggai	הושע	TAD A4.4:7(B16), 4.10:5(B22)
Hosea s. Pelaliah	הושע	TAD B2.3:30(B25), 2.4:17(B26)
Hosea s. Peṭekhnum	הושע	TAD B2.2:17(B24)
Hoshaiah f. Jedaniah s. Uriah b. Jezaniah s. Uriah	הושעיה	TAD B2.10:2,5,20 (B32)
Hoshaiah f. Shilleṃ	הושעיה	TAD B2.1:19(B23)
Hof[shaiah] f. Shallum gf. Menahem	הו[שעיה]	TAD B7.3:2(B52)
Hoshaiah s. Jathom	הושעיה	TAD B3.5:24(B38), 3.10:23(B43)
Hoshaiah s. Nathan	הושעיה	TAD B3.10:24(B43)
Igdal f. Gaddul	יגדל	TAD B2.2:18(B24)
Igdal f. Hosea	יגדל	TAD B2.3:34(B25), 2.4:22(B26)
Isaiah f. Mahsah	ישעיה	TAD B2.1:16(B23), 2.3:33(B25), 2.4:21(B26)
Islah h. Pallul	יסלח	TAD A4.4:5(B16)
Islah s. Gaddul	יסלח	TAD B2.10:19(B32); 3.8:43(B41)
Islah s. Nathan	יסלח	TAD A4.4:10(B16)
Jashobiah f. Malchiah	ישביה	TAD B7.2:2(B50)
Jashobiah f. Mattan	ישביה	TAD A4.3:1(B15)
Jashobiah s. Jedaniah	ישביה	TAD B3.10:25(B43)
Jathom f. Hosea	יתום	TAD A4.4:7(B16), 4.10:4(B22)
Jathom f. Hoshaiah	יתום	TAD B3.5:24(B38), 3.10:23(B43)
Jaush f. Pilti	יאוש	TAD B3.10:25(B43)
Jaush s. Penuliah	יאוש	TAD B2.7:13(B29)
Jedaniah f. Jashobiah	ידניה	TAD B3.10:25(B43)
Jedania(h) f. Mahseiah	ידניה/א	TAD B 2.2:3(B24), 2.3:2(B25), 2.4:2(B26), 2.10:18(B32); 4.2:14(B48); Jedania: B2.8:2(B30); Jenadiah: B2.1:2(B23)
Jedaniah f. Shemaiah	ידניה	TAD B2.3:31(B25)
Jedaniah s. Ešhor/Nathan gs. Djeho	ידניה	TAD B2.9:3,8(B31), 2.10:3,8,21(B32), 2.11:2,17(B33)
Jedaniah s. Gemariah	י(א)דניה	TAD A4.1:1,10(B13), 4.2:1(B14), 4.3:1(B15), 4.4:7(B16), 4.7:1(B19) 4.8:1(B20), 4.10:1(B22); B3.8:44(B41), 3.11:20(B44); Jaadaniah: A4.2:17(B14)
Jedaniah s. Hoshaiah gs. Uriah	ידניה	TAD B2.10:2,17,20 (B32)
Jedaniah s. Mahseiah gs. *Jedaniah	ידניה	TAD B2.3:31(B25), 2.4:20(B26)
Jedaniah s. Meshullam	ידניה	TAD B2.10:18(B32)

Jedaniah s. Takhoi	ידניה	TAD B3.9:3(B42)
Jehoḥen d. Meshullach	יהוחן	TAD B3.1:2,23(B34)
Jehoishma d. Ananiah, Ta(pa)met sis. Pilti/Pelatiah w. Ananiah	יה(ו)ישמע	TAD B3.5:18(B38), 3.7:8,11(B40), 3.10:2,5,6,8,16,27(B43), 3.11:2,8,21(B44), 3.12:18(B45); Jeh(o)ishma: B3.6:4,6,7(B39), 3.7:2(B40)
Jehoishma d. Meshullam sis. Zaccur	יהוישמע	TAD B3.8:3,4,5(B41)
Jehoram f. Kozri	יההרם	TAD B4.2:13(B48)
Jehour f. Nathan	יהואור	TAD B2.11:16(B33); 3.10:24(B43), 3.11:18(B44), 3.12:34(B45)
Jehour d. Shelomam gd. *Azariah	יההאור	TAD B5.1:2(B47)
Jethoma d. Kenaiah sis. Salluah	יתומה	TAD B5.1:2(B47)
Jezaniah f. Penuliah gf. Jezaniah	יוניה	TAD B2.6:38(B28)
Jezaniah s. Penuliah gs. Jezaniah	יוניה	TAD B2.10:19(B32)
Jezan(iah) s. Uriah b. Hoshaiiah s. Uriah h. Mibtahiah d. Mahseiah	יונ(יה)	TAD B2.4:2(B26), 2.10:4,13(B32), 2.2:9(B24); Jezan: B2.3:6(B25), 2.10:17(B32)
Kavla d. Meshullam sis. Tabla	קולא	TAD A4.4:6(B16)
Kenaiah f. Salluah, Jethoma	קניה	TAD B5.1:2(B47)
Konaiah s. Zadak	קוניה	TAD B2.1:2(B23), 2.2:8(B24), 2.3:6(B25)
Kozri s. Jehoram	קצרי	TAD B4.2:13(B48)
Maaziah s. Malchiah	מעזיה	TAD B2.3:30(B25), 2.4:19(B26)
Mahsah s. Isaiah	מחסה	TAD B2.1:16(B23), 2.3:33(B25), 2.4:21(B26)
Mahseiah f. Uriah	מחסיה	TAD B3.9:2(B42)
Mahseiah s. Ešhor/Nathan	מחסיה	TAD B2.9:3,8(B31), 2.10:3,8,21(B32), 2.11:2,17(B33)
Mahs(ei)ah s. Jedaniah f. *Gemariah, *Jedaniah gf. *Mahseiah s. Jedaniah	מחס(י)ה	TAD B2.1:2(B23), 2.2:3,22(B24), 2.3:1(B25), 2.4:1(B26), 2.6:2(B28), 2.7:1(B29), 2.8:2(B30); 3.2:13(B35), 3.5:23(B38); 4.2:14(B48); Mahsah: B2.1:9,12,20(B23), 2.3:35(B25)
Mahseiah s. Jedaniah gs. Mahseiah ggs. Jedaniah	מחסיה	TAD B2.10:8(B32)
Makki f. Zephaniah	מכי	TAD B5.1:11(B47)
Malchiah f. Maaziah	מלכיה	TAD B2.3:31(B25), 2.4:19(B26)

Malchiah s. Jashobiah	מלכיה	TAD B7.2:2(B50)
Malchiah s. Zechariah	מלכיה	TAD B4.2:15(B48)
Mardu f. Haggai	מרדו	TAD B3.10:26(B43), 3.11:20(B44), 3.13:14(B46)
Mattan s. Jashobiah	מתן	TAD A4.3:1(B15)
Mauzi(ah) f. Meshullam	מעוזי(ה)	TAD B3.12:33(B45); Mauzi: B3.10:25(B43)
Mauziah f. Nathan s. *Nathan	מעוזיה	TAD B3.11:19(B44); 4.6:19(B51)
Mauzi(ah) s. Nathan f. *Nathan b. *Ahio s. Nathan	מעוזי(ה)	TAD A4.2:1,17(B14), 4.3:2,12(B15); B2.9:16(B31), 2.10:17(B32); 3.5:22(B38), 3.8:42(B41); Mauzi: A4.10:2(B22)
Menahem s. Azariah	מנחם	TAD B2.9:17(B31); 3.8:44(B41)
Menahem s. Gaddul gs. Baadiah	מנחם	TAD B2.9:17(B31), 2.10:18(B32), 2.11:15(B33); 3.11:18(B44)
Menahem s. Meshullam gs. Shelomam b. Ananiah	מנחם	TAD B2.9:2,16(B31)
Menahem s. Shallum gs. Ho[shaiah/daviah]	מנחם	TAD B2.10:18(B32); 3.13:13(B46); 4.6:2,5,16(B51); 7.3:1(B52)
Menahem s. Zaccur	מנחם	TAD B2.6:38(B28); 3.3:15(B36)
Meshullach f. Jehoḥen	משלך	TAD B3.1:2,23(B34)
Meshullam f. Haggai	משלם	TAD B3.11:8(B44), 3.12:2(B45), 3.13:1,3,13(B46)
Meshullam f. Jehoishma	משלם	TAD B3.8:3,4,5(B41)
Meshullam f. Jedaniah	משלם	TAD B2.10:18(B32)
Meshullam f. Kavla, Tabla	משלם	TAD A4.4:6(B16)
Meshullam f. Menahem, Ananiah s. Shelomam	משלם	TAD B2.9:2,17(B31)
Meshullam f. Zaccur s. Zaccur gs. Ater	משלם	TAD B2.7:3(B29); 3.1:2,24(B34), 3.3:2(B36), 3.6:2,12,14,16,18 (B39), 3.8:2,4,5,43(B41), 3.12:11,24(B45)
Meshullam f. Zechariah	משלם	TAD B2.3:30(B25), 2.4:18(B26)
Meshullam s. Hosea	משלם	TAD B2.2:18(B24)
Meshullam s. Mauzi(ah)	משלם	TAD B3.12:33(B45); Mauzi: B3.10:25(B43)
Meshullam s. Nathan	משלם	TAD B7.3:2(B52)
Mibtah(iah) d. Mahseiah w. Jezaniah s. Uriah w. Ešhor/Nathan	מבטח(יה) מפטחיה	TAD B2.3:2(B25), 2.4:3(B26), 2.8:2,10(B30), 2.9:3(B31), 2.10:3,7(B32), 2.11:3(B33); Mibtah: B2.3:36(B25); Miptahiah: B2.6:3,5,6,18(B28), 2.7:2(B29)
Mica(iah) f. Ahio s. Ahio	מ(י)כיה מיכא	TAD A4.4:7(B16); B3.2:12(B35), 3.6:17(B39); Mica: B3.2:2(B35)
Miptah f. Berechiah	מפטח	TAD B3.6:17(B39)
Miptahiah d. Gemariah gd. *Mahseiah	מפטחיה	TAD B5.5:1,11,13 (B49)

Nathan f. Ahio, Mauzi(ah) s. Ananiah gf. *Nathan s. Mauziah	נתן	TAD A4.3:12(B15), 4.10:2(B22); B2.3:32(B25), 2.4:20(B26), 2.6:37(B28), 2.7:17(B29), 2.9:16(B31), 2.10:17,19(B32); 3.1:20(B34), 3.3:14(B36), 3.5:22(B38), 3.11:18(B44)
Nathan f. Hoshaiiah	נתן	TAD B3.10:24(B43)
Nathan f. Islaḥ	נתן	TAD A4.4:10(B16)
Nathan/Ešhor f. Jedaniah f. Mahseiah h. Mibtahiah	נתן	TAD B2.10:3,8,21(B32), 2.11:2(B33)
Nathan f. Meshullam	נתן	TAD B7.3:2(B52)
Nathan f. Shillem	נתן	TAD B2.11:16(B33)
Nathan f. Zechariah	נתן	TAD B2.3:7,29(B25), 2.4:17(B26)
Nathan s. Gaddul	נתן	TAD B3.3:15(B36)
Nathan s. Jehour	נתן	TAD B2.11:16(B33); 3.10:24(B43), 3.11:18(B44), 3.12:34(B45)
Nathan s. Mauziah gs. Nathan s. Ananiah	נתן	TAD B3.11:19(B44); 4.6:19(B51)
Nattum/n f. Hosea, Haggai	נתום	TAD A4.4:7(B16), 4.10:5(B22)
Nehebeth d. *Shelomam	נאהבת	TAD B5.1:4(B47)
Osea f. Gaddul	אושע	TAD B2.7:14(B29)
Osea f. Shelomam	אושע	TAD A3.3:1,14(B8)
Osea s. Galgul	אושע	TAD B3.1:21(B34)
Osea s. Peṭe[...]	אושע	TAD A3.3:14(B8)
Oshaiah f. Zaccur gf. Hodaviah	אושעיה	TAD B2.9:18(B31)
Ostanes b. Anani	אוסתן	TAD A4.7:18(B19), 4.8:18(B20)
Pallul w. Islaḥ	פלול	TAD A4.4:5(B16)
Pelaliah f. Hosea	פלליה	TAD B2.3:30(B25), 2.4:17(B26)
Pelatiah f. Ahio	פלטיה	TAD B3.1:22(B34)
Pelatiah s. Ahio b. *Gemariah s. Ahio f. *Ahio s. Pelatiah	פלטיה	TAD B2.1:15(B23)
Pelatiah/Pilti s. Ananiah, Tamet	פלטי(ה)	TAD B3.7:11(B40); Pilti: B3.3:13(B36), 3.5:18(B38)
Peluliah f. Shammua	פלוליה	TAD B3.11:19(B44)
Penuliah f. Jaush	פנוליה	TAD B2.7:13(B29)
Penuliah f. Jezaniah	פנוליה	TAD B2.10:19(B32)
Penuliah s. Jezaniah	פנוליה	TAD B2.6:38(B28)
Peṭekhnum f. Hosea	פטחנום	TAD B2.2:17(B24)
Peṭe[...] f. Osea	[...]פט	TAD A3.3:14(B8)
Pilti s. Jaush	פלטי	TAD B3.10:25(B43)

Rami w. Hodo	רמי	TAD A4.4:5(B16)
Reuiah/Deuiah f. Hosea	ר/דעויה	TAD B2.3:33(B25), 2.4:21(B26)
Salluah d. Kenaiah sis. Jethoma	סלואה	TAD B5.1:1(B47)
Salluah d. Sammuah	סלואה	TAD B4.6:3,10(B51)
Sammuah f. Salluah	סמוח	TAD B4.6:3,10(B51)
Sanballat f. Delaiah, Shelemiah		TAD A4.7:29(B19), 4.8:28(B20)
Shallum f. Menahem s. Ho[shaiah/daviah]	שלום	TAD B2.10:18(B32); 3.13:13(B46); 4.6:2(B51); 7.3:1(B52)
Shammua s. Penuliah	שמוע	TAD B3.11:19(B44)
Shelemiah s. Sanballat b. Delaiah	שלמיה	TAD A4.7:29(B19), 4.8:28(B20)
Shelomam f. Jehour s. *Azariah	שלומם	TAD B5.1:2,10(B47)
Shelomam f. Meshullam gf. Menahem, Ananiah	שלומם	TAD B2.9:2(B31)
Shelomam f. *Nehebeth	שלומם	TAD B5.1:4(B47)
Shelomam s. Azariah	שלומם	TAD B2.9:6,12,13 (B31); 5.1:10(B47)
Shelomam s. Osea	שלמם	TAD A3.3:1,14(B8)
Shemaiah f. Haggai gs. *Shemaiah	שמעיה	TAD B2.7:19(B29); 3.4:23(B37), 3.8:43(B41), 3.10:22(B43), 3.11:17(B44), 3.12:32(B45), *3.13:13(B46); [4.6:18](B51)
Shemaiah s. Haggai	שמעיה	TAD A4.10:3(B22)
Shemaiah s. Hosea	שמעיה	TAD B2.1:17(B23)
Shemaiah s. Jedaniah gs. *Mahseiah	שמעיה	TAD B2.3:31(B25), 2.4:19(B26)
Shillem f. Zaccur	שלם	TAD B2.7:20(B29); 3.10:24(B43)
Shillem s. Hoshaiiah	שלם	TAD B2.1:19(B23)
Shillem s. Nathan	שלם	TAD B2.11:16(B33)
Tabla d. Meshullam sis. Kavla	תבלא	TAD A4.4:6(B16)
Takhoi m. Jedaniah	תחוא	TAD B3.9:3(B42)
Ta(pa)met d. Patou w. Ananiah m. Pilti/Pelatih, Jehoishma	ת(פ)מת	TAD B3.3:3(B36), 3.5:2,18(B38), 3.7:3(B40); Tapamet: B3.6:2,11,18(B39), 3.12:3,33(B45)
Uriah f. Hosea	אוריה	TAD B2.10:5(B32)
Uriah f. Jezaniah, Hoshaiiah gf. Jedaniah s. Hoshaiiah	אוריה	TAD B2.2:9(B24), 2.3:6(B25), 2.4:2(B26), 2.10:2(B32)
Uriah s. Mahseiah	אוריה	TAD B3.9:2(B42)

Zaccur f. Hodaviah s. Oshaiah	זכור	TAD B2.9:18(B31)
Zaccur f. Menahem	זכור	TAD B2.6:38(B28); 3.3:15(B36)
Zaccur f. Meshullam gf. Zaccur s. Ater	זכור	TAD B2.7:3(B29); 3.3:2(B36), 3.6:2,16,18(B39), 3.12:11,24(B45)
Zaccur s. Meshullam gs. Zaccur	זכור	TAD B3.6:12,14 (B39), 3.8:2,43(B41), 3.9:2(B42)
Zaccur s. Shillem	זכור	TAD B2.7:20(B29); 3.10:24(B43)
Zaccur s. Zephaniah	זכור	TAD B2.3:32(B25), 2.4:20(B26)
Zadak f. Konaiah	צדק	TAD B2.1:2(B23), 2.2:8(B24), 2.3:6(B25)
Zechariah f. Hazzul s. Nathan	זכריה	TAD B2.1:5(B23), 2.3:7,29(B25), 2.4:17(B26), 2.10:5(B32)
Zechariah f. Malchiah	זכריה	TAD B4.2:15(B48)
Zechariah s. Meshullam	זכריה	TAD B2.3:30(B25), 2.4:18(B26)
Zephaniah f. Zaccur	צפניה	TAD B2.3:32(B25), 2.4:20(B26)
Zephaniah s. Makki	צפניה	TAD B5.1:11(B47)
[...]jiah s. Ahio	יה[...]	TAD B2.6:38(B28)

THE DEMOTIC TEXTS

Cary J. Martin

INTRODUCTION

The 37 texts edited here represent all but one¹ of the Elephantine papyri published prior to the recent appearance of K.-Th. Zauzich, *DPB III* (the manuscript having been effectively completed when K.-Th. Zauzich's book was published). With a few exceptions² they are all now housed in Berlin, which is also the home to some 300 unpublished texts.³ As published texts make up only a small proportion of the total catalogue, the following comments, drawn primarily from an analysis of the published material, can only be viewed as a preliminary overview.⁴

Chronology

The papyri cover a period of nearly 600 years. The oldest dates to year 13 of Amasis (558/557 BCE)⁵ and the most recent to year 40 of Augustus (11 CE).⁶ Of the 26 texts which are securely dated or for which dates can be assigned on analytical grounds,⁷

¹ The exception is *P. Berlin* 13615, published by W. Erichsen, *Klio* 34 (1941), 56-61. K.-Th. Zauzich has subsequently found a number of large pieces which belong to this text, making in total a papyrus of nine columns, 140 cm long. Rather than re-edit the fragment published by W. Erichsen, it seems preferable to await the full publication; cf. K.-Th. Zauzich in *Life in a Multi-Cultural Society: Egypt from Cambyses to Constantine and Beyond*, ed. J.H. Johnson (Chicago, 1992), 361-364. Also not included is *P. Berlin* 13571, published by W. Erichsen in *Coptic Studies in Honor of Walter Ewing Crum* (Boston, 1950), 272-276, which, with K.-Th. Zauzich, *MDAIK* 25 (1969), 228, I would assign to Edfu. In addition, I have not re-edited the demotic papyri from Edfu, published by W. Spiegelberg, *Demotische Papyrus von der Insel Elephantine* (Leipzig, 1908, reprinted Milan, 1977), nos 1-10, discovered in a jar together with nineteen Greek texts. Although they were found at Elephantine, they really belong in a study of papyri from Edfu; cf. O. Rubensohn, *Elephantine-Papyri* (Berlin, 1907, reprinted Milan, 1972), 34-84.

² *P. Loeb* 1 (C4), now in the Institut für Ägyptologie der Universität at Munich; *P. Padua* (C22); *P. Dodgson* (C26), now in the Ashmolean Museum at Oxford; *P. Wien* D 10150 (C28) and *P. Wien* D 10151 (C29), both now in the Österreichische Nationalbibliothek; *P. Moscow* 135 (C30).

³ On the unpublished papyri in Berlin, cf. K.-Th. Zauzich in *Egypt and the Hellenistic World* (Leuven, 1983) = *Studia Hellenistica* 27, 421-422.

⁴ There is also a very useful overview published by K.-Th. Zauzich, *op. cit.*, 421-435, where he draws extensively upon published and unpublished material.

⁵ *P. Berlin* 13616 (C24).

⁶ *P. Berlin* 15518 (C23).

⁷ The presence of certain individuals or distinctive handwriting enables some of the letters to be dated with a reasonable degree of confidence.

three belong to the 6th century,⁸ six to the 5th,⁹ two to the 4th,¹⁰ eleven to the 3rd,¹¹ two to the 2nd,¹² one to the 1st BCE¹³ and one to the 1st CE.¹⁴ On palaeographic grounds all the undated papyri have been assigned to the Ptolemaic period, which means that two of the texts date to the Saite period, seven to the Persian, one to Nectanebo I, 25 to the Ptolemies and two to the Roman period.

Geographical Horizons

At the center of events lies the island of Elephantine, with its famous temple of Khnum. This was not a community which existed in isolation, however, and the letters and other documents show regular and direct contact not only with nearby Syene and the islands of Bigeh and Philae, but also quite frequently with Thebes and even on occasion Memphis and Alexandria. Contracts were drawn up by scribes attached to the Khnum temple¹⁵ and it is often priests from there who are the addressors or recipients of the various letters.

Our knowledge of the topography of Elephantine comes principally from the extensive excavations which are still on-going,¹⁶ but valuable information can be gleaned from the papyri, in particular the contracts. The temple and its terrace are situated at the southern end of the island, while just to the north of the temple lies the burial-place of the sacred rams.¹⁷ Property on the island, "in the central quarter," is the subject of a court-case,¹⁸ while a transfer of house-shares deals with a house "in the upper quarter of Elephantine."¹⁹ There are two references to "The Field of Elephantine," which is probably an administrative term (normally used to denote the sub-division of agricultural land), and may be used as an expression for the totality of agricultural land on the island itself.²⁰ Mention is also made in one papyrus of a strike at the quarries on the island (from where stone was quarried for statues of gods, presumably for the Khnum temple).²¹ These quarries are, of course, already

⁸ *P. Berlin* 13616 (C24), 13614 (C27); *P. Wien* D 10150 (C28).

⁹ *P. Berlin* 13540 (C1), 13572 (C2), 13539 (C3); *P. Loeb* I (C4); *P. Wien* D 10151 (C29); *P. Berlin* 13582 (C35).

¹⁰ *P. Berlin* 13568 (C5) and *P. Moscow* 135 (C30).

¹¹ *P. Berlin* 15520 (C6), 13619 (C7), 15516 (C8), 15519 (C9), 13579 (C10), 13543 (C11), 15522 (C12), 13565 (C13), 15521 (C14), 13554 (C31), 13535 + 23677 (C32).

¹² *P. Berlin* 15527 (C15), 13593 (C33).

¹³ *P. Berlin* 13534 (C34).

¹⁴ *P. Berlin* 15518 (C23).

¹⁵ Cf., for example, *P. Wien* D 10150 (C28).

¹⁶ Cf. the excavation reports published by the Deutsche Archäologische Institut, in particular, H. Jaritz, *Die Terrassen vor den Tempeln des Chnum und der Satet* (Mainz, 1980), and H. Jaritz, *Nilmesser und Kaianlage der Tempel von Chnum und Satet und weitere Bauten am Ostufer der Insel* (Cairo, forthcoming). *P. Berlin* 13565 (C13), *P. Berlin* 15521 (C14), *P. Berlin* 13554 (C31) and

¹⁷ *P. Berlin* 13579 (C10), note 9.

¹⁸ *P. Berlin* 13554 (C31).

¹⁹ *P. Berlin* 13534 (C34).

²⁰ *P. Dodgson* (C26), note 33.

²¹ *P. Berlin* 13616 (C24).

familiar to us from the reference in Herodotus to the great shrine made from a single block of stone and brought from Elephantine to Sais during the reign of Amasis.²²

The *wab*-priests correspond with the Persian satrap, presumably at his residence at Memphis,²³ and during the Ptolemaic period we see them writing to or receiving letters from colleagues or contacts in Abydos,²⁴ El-Kab,²⁵ Syene,²⁶ Philae²⁷ and Thebes.²⁸ One set of letters, "The Paudjaemtoues Papers," is concerned in part with affairs at Thebes and mentions the presence of the prophet of Khnum on a visit there.²⁹ Alexandria is mentioned just once, on the occasion of the priests sending one of their colleagues to the festivities there in honor of Ptolemy IV's victory at the battle of Raphia in 217 BCE.³⁰

Syene does not feature in the papyri as often as one might expect (although this may be no more than a reflection of the incomplete state of the published papyri). There is a bilingual archive of an Egyptian family resident there in the 2nd century BCE³¹ and the Persian commander stationed at Syene wrote in 492 BCE to the *lesonis* of the Khnum temple.³² Four travelers are mentioned as having stopped off at Syene en route to Philae³³ and a soldier who may have been garrisoned in the town wrote a letter from there to Elephantine.³⁴

Administration

During the 5th century the Khnum temple was, at least in theory, under the direct authority of the Persian satrap, the ruler of Egypt, who issued instructions to the priesthood from his residence at Memphis.³⁵ The appointment of the *lesonis*, for example, an important temple functionary with organizational and administrative responsibilities (including the collection of the harvest-tax), required the personal endorsement of the satrap.³⁶ The Persian administration also levied a tax on appointees to sacerdotal office. In one document a receipt is issued by the district treasury of Tshetres for 2 deben for the appointment to the position of second *wab*-priest of Khnum.³⁷ Thus, in addition to the central treasury at Memphis each district also had its own treasury.

²² Herodotus, II.175; A.B. Lloyd, *Herodotus Book II Commentary 99-182* (Leiden, 1988), 216, however, suggests that the stone may have come from the great quarries at Syene.

²³ *P. Berlin* 13540 (C1), 13539 (C3).

²⁴ *P. Berlin* 13587 (C19).

²⁵ *P. Padua* (C22).

²⁶ *P. Berlin* 13538 (C16).

²⁷ *P. Berlin* 15527 (C15).

²⁸ *P. Berlin* 13544 (C17).

²⁹ *P. Berlin* 13619 (C7).

³⁰ *P. Berlin* 13565 (C13).

³¹ Cf. the introduction to *P. Berlin* 13593 (C33) and *BGU VI* 1247-1249 (D8-10).

³² *P. Berlin* 23584 (unpublished; cf. introduction to C1-3, "The Eskhumpemet Papers").

³³ *P. Berlin* 15527 (C15).

³⁴ *P. Berlin* 13538 (C16).

³⁵ *P. Berlin* 13540 (C1).

³⁶ *Ibid.*, note 6.

³⁷ *P. Berlin* 13582 (C35).

The Persian administration combined the governorship of the province of Tshetres with the post of garrison commander at Syene, although not, it would appear, with the identical position on the island fortress itself.³⁸ The post of governor of Tshetres continued during the Ptolemaic period, but its responsibilities may have become more restrictive. Authorization for appointing the *lesonis* of Khnum lay now with the chief of the Thebaid (possibly the Greek *thebarch*) to whom the governor of Tshetres was subordinate.³⁹ The chief of the Thebaid was also responsible for overall collection of the harvest-tax in the district of Tshetres and it is interesting that the *lesonis* of Khnum was to take instructions direct from the chief of the Thebaid in assessing the tax (with no mention being made of the governor of Tshetres).⁴⁰

Tax collection could be direct, as, for example, in the case cited above, by the payment of an effective "initiation tax" by appointees to priestly positions, or via officials in the administration, for example the overseer-of-land (who with the land-measurers was responsible for assessing tax on the arable land)⁴¹ and, possibly, the measurer-of-the-granary.⁴² It could also be sub-contracted to individuals. Our evidence for this comes from an agreement between three tax-farmers concerning the collection of the salt-tax and a tax on weavers. The sums to be collected are calculated by royal officials and delivered to the royal bank.⁴³

Control over temple affairs was exercised in part by vetting nominations to the senior position of *lesonis* and in part through a direct appointment, the *epistates*, who had specific responsibility for the financial obligations of the temple to the crown. This official is only mentioned once in our texts, but this is in the context of a disagreement with the *lesonis* over where responsibility lay for the handing over of some money.⁴⁴ At the end of the letter, almost as a threat perhaps, the unnamed writer lets the *lesonis* know that the *epistates* has been informed.

A number of scribal positions is attested. The scribe of the temple was responsible, *inter alia*, for drawing up contracts;⁴⁵ the ship's scribe was presumably involved in monitoring the movement of goods and traffic along the river;⁴⁶ and the district scribe, the later Greek *topogrammateus*, was a senior position in the administration and is found in the Persian period attached to the temple of Elephantine.⁴⁷ During the 2nd century BCE at least, the same individual acted as scribe at both Elephantine and Syene and drew up contracts "in the name of the *wab*-priests of Khnum of the five phyles."⁴⁸

The region of Elephantine/Syene was a border frontier and as such was well garrisoned, with fortresses at both Elephantine and Syene.⁴⁹ There was a military settle-

³⁸ Cf. *P. Berlin* 13582 (C35), note 9.

³⁹ *P. Berlin* 13543 (C11).

⁴⁰ *P. Berlin* 15522 (C12).

⁴¹ *P. Berlin* 13579 (C10), note 13.

⁴² *P. Moscow* 135 (C30), note 11.

⁴³ *P. Berlin* 13535 + 23677 (C32).

⁴⁴ *P. Berlin* 15521 (C14).

⁴⁵ *P. Wien* D 10150 (C28).

⁴⁶ *Ibid.*, note 5.

⁴⁷ *Ibid.*

⁴⁸ *P. Berlin* 13593 (C33) and 13598 (unpublished; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, no. 61).

⁴⁹ In *P. Berlin* 13582 (C35) the title of garrison commander of Syene appears.

ment at Afonti, near Syene, where native troops were stationed⁵⁰ and it was the family of a soldier from there (whose bilingual archive from Syene was cited above) who had billeted upon it a Greek soldier, whom the mistress of the house subsequently married, in the process leaving her husband by whom she had had three children. In one letter, probably sent by a soldier, there is a reference to appearing before a troop commander at Syene.⁵¹ In year 41 of Amasis (529/8 BCE) there was a military expedition to Nubia and the papyrus recording this lists, in nine long columns, the names of the soldiers who were involved.⁵²

The Temples

The temples in the vicinity of the 1st cataract referred to in the papyri are those of Khnum⁵³ and Satis⁵⁴ on the island of Elephantine itself, naoi of Khnum, Anukis and Satis⁵⁵ on the southern side of the temple terrace there, the temple of Anukis on the island of Sehel,⁵⁶ the temple of Isis at Syene,⁵⁷ the Abaton on Bigeh,⁵⁸ the temples of Isis⁵⁹ and Khnum-Arensnouphis on Philae⁶⁰ and a way-station/sanctuary of Arensnouphis, probably on Elephantine.⁶¹

The highest priestly position in the temple of Khnum was that of first prophet.⁶² The title prophet also appears on its own, which may be an abbreviation for the first prophet.⁶³ The mention of a fourth prophet in a Persian period text shows that there was more than one prophet at least at this time and that they were also graded.⁶⁴ The main body of priests was called *wab*-priests.⁶⁵ The administrative head of the temple, the *lesonis*, was elected from the *wab*-priests on an annual basis⁶⁶ (although annual re-election was probably very common — Eskhnumpetmet son of Esnebankh, for example, was *lesonis* between 219 BCE and 205 BCE),⁶⁷ and an induction fee was payable on appointment.⁶⁸ An induction fee was also payable on appointment to the position of second *wab*-priest, a title which shows that, in the Persian period at least, there was grading among the *wab*-priests.⁶⁹

⁵⁰ Cf. *P. Berlin* 13538 (C16), note 13 and introduction to *P. Berlin* 13593 (C33).

⁵¹ *P. Berlin* 13538 (C16).

⁵² Cf. note 1 *supra*.

⁵³ *Passim*.

⁵⁴ *P. Berlin* 15624 (unpublished; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, no. 121).

⁵⁵ *P. Dodgson* (C26), note 3.

⁵⁶ *P. Wien* D 10151 (C29), note 7.

⁵⁷ *P. Berlin* 13538 (C16), although this could equally be a reference to the temple of Isis on Philae.

⁵⁸ *P. Berlin* 15527 (C15), note 10, and *P. Dodgson* (C26).

⁵⁹ *P. Berlin* 15607 (C20), although the temple at Syene cannot be ruled out; cf. note 57 *supra*.

⁶⁰ *P. Wien* D 10151 (C29), note 6.

⁶¹ *P. Moscow* 135 (C30), note 10.

⁶² *P. Berlin* 13544 (C17), note 1.

⁶³ *P. Berlin* 13619 (C7).

⁶⁴ *P. Berlin* 13572 (C2), witness-list.

⁶⁵ *P. Berlin* 13540 (C1), note 3.

⁶⁶ *Ibid.*, note 6.

⁶⁷ Cf. the introduction to C11-14, "The Papers of Eskhnumpetmet II."

⁶⁸ *P. Berlin* 13543 (C11).

⁶⁹ *P. Berlin* 13582 (C35).

There were also a number of specialist priestly positions. The overseer of sacred wrappings is well known to us as the Greek *archistolites*;⁷⁰ the *pastophoroi* were assistants in the cult whose responsibilities included carrying the shrine of the god;⁷¹ the scribe-of-eyes was responsible for counter-signing texts⁷² drawn up by the scribe of the temple;⁷³ the scribes of the sacred book were priests who were attached to the house-of-life and responsible for compiling the sacred writings;⁷⁴ the bearer of Re is an obscure title whose meaning is as yet unclear;⁷⁵ and the astronomers watched the movements of the sun, moon and stars to ensure that the cult-services took place at the correct times.⁷⁶ In addition, there were temple functionaries who performed the roles of bearers,⁷⁷ watchmen,⁷⁸ trumpet-players,⁷⁹ cymbal-players⁸⁰ and bakers.⁸¹ Titles and responsibilities, however, were not held exclusively. The rights to the income, and therefore also the duties, to nine priestly offices are found in the hands of one individual.⁸² The same person could simultaneously be a *pastophoros*, a *wab-priest* and a shepherd of the soul of the ram (a title whose meaning, and indeed reading, is, however, not clear).⁸³

In return for their service in the temples or in the mortuary-cult, the holders of the offices received stipends, which consisted of both regular and special payments, for example revenues paid during festivals.⁸⁴ The rights to this income could be bought and sold, inherited and bequeathed to descendants and even leased.⁸⁵ Frequently the rights were divided up among the off-spring of the original holder, so that each of the children became part-owners of the income.⁸⁶

Two types of oracular procedure are found in the papyri. In the first,⁸⁷ two pieces of papyri are presented to the deity (presumably in this instance Khnum), one phrased positively and one negatively. The deity would have let his verdict be known by the return of one of the two texts. The second example is more unusual.⁸⁸ By the chapels on the southern side of the terrace of Khnum on Elephantine a posthumously venerated individual, Espemet, tells the questioner the verdict of the gods on two individuals. This probably took the form of incubation, that is the questioner

⁷⁰ *P. Berlin* 13539 (C3), note 6.

⁷¹ *P. Berlin* 13565 (C13), note 7.

⁷² *P. Berlin* 13547 (C18), note 1.

⁷³ *P. Wien* D 10150 (C28).

⁷⁴ *P. Wien* D 10151 (C29), note 3.

⁷⁵ *P. Wien* D 10150 (C28), note 2.

⁷⁶ *P. Moscow* 135 (C30), note 4.

⁷⁷ *Ibid*, note 13.

⁷⁸ *Ibid*, note 14.

⁷⁹ *Ibid*, note 15.

⁸⁰ *Ibid*, note 16.

⁸¹ *P. Berlin* 13534 (C34), note 5.

⁸² *P. Moscow* 135 (C30).

⁸³ *P. Berlin* 13534 (C34).

⁸⁴ *P. Moscow* 135 (C30), note 20.

⁸⁵ Cf., for example, *P. Wien* D 10150 (C28) and *P. Wien* D 10151 (C29). Examples of the leasing of priestly income are not to be found among published Elephantine texts, but, from elsewhere; cf. *P. Malcolm* (P. BM 10384), which I will be publishing in the near future.

⁸⁶ Cf. the introduction to *P. Wien* D 10150 (C28).

⁸⁷ *P. Berlin* 13584 (C25).

⁸⁸ *P. Dodgson* (C26).

experienced the divine judgment in his dreams as he spent the night in or by the chapels. The text recording the judgments may have been intended for the officials responsible for passing sentence on the offenders. The verdict of the god would have been an important factor in the judges' decision, as the divine played a key role in Egyptian legal practice.

Legal Documents

In comparison with the multitude of letters, legal documents are poorly attested among the papyri. The documents published here include two contracts of matrimonial property arrangements,⁸⁹ one bequest of stipends by a father to his daughter (in effect a will),⁹⁰ one exchange of stipends,⁹¹ one division of stipends within a family,⁹² one transfer of house-shares,⁹³ one agreement between tax-farmers (which takes the form of an oath before Pharaoh)⁹⁴ and one renunciation of rights to a house following an unsuccessful law-suit.⁹⁵ Marriage, income from priestly service, property ownership and tax-collecting, therefore, represent the subject-matter of the legal documents.

Noticeably missing from the published documents are contracts dealing with land, i.e. sales of land and leases, which form a significant proportion of the texts from other localities in Egypt. This is not altogether surprising, given the paucity of agricultural land on and around Elephantine. Other unpublished documents, however, do attest to lands owned and administered by the great temple, although we must await the publication of these documents before we can assess just where these temple-lands lay.⁹⁶

Mention has already been made of the bilingual family archive from Syene.⁹⁷ This consists of twelve texts, three Greek and nine demotic, which belonged to an Egyptian family, in whose house a Greek soldier was billeted. The mistress of the house subsequently left her husband, by whom she had three children, and married the Greek soldier, by whom she had another two off-spring. A dispute then arises, probably over property rights, and the whole affair ends up in court.

⁸⁹ *P. Berlin* 13614 (C27) and *P. Berlin* 13593 (C33).

⁹⁰ *P. Wien* D 10150 (C28).

⁹¹ *P. Wien* D 10151 (C29).

⁹² *P. Moscow* 135 (C30).

⁹³ *P. Berlin* 13534 (C34).

⁹⁴ *P. Berlin* 13535 + 23677 (C32).

⁹⁵ *P. Berlin* 13554 (C31).

⁹⁶ Cf., for example, the unpublished Elephantine land lease, *P. Berlin* 13617 + 23676 (K.-Th. Zauzich, *Ägyptische Handschriften*, No. 69).

⁹⁷ Cf. *supra*, note 31.

Epistolography

The majority of papyri from Elephantine, published and unpublished, are letters, both formal and private. These letters typically follow a standard format in their construction. They commence with the name(s) of the addressee(s) and often the addressor(s), as follows: "To X son of Y,"⁹⁸ "To X, the (title),"⁹⁹ "X blesses Y,"¹⁰⁰ "Voice of the servant X son of Y before his lord Z"¹⁰¹ and "X son of Y is the one who says to Z."¹⁰² There then usually follows a wish that the deity will grant the addressee a long life, for example, "Oh, may Re cause his lifetime to be long."¹⁰³ Re is, in fact, the god mentioned most frequently in our texts, although not exclusively (Khnum is also cited in the papyri published here¹⁰⁴ and a number of other gods in unpublished texts).¹⁰⁵ Sometimes particularly pious addressors preface this wish by calling upon the god concerned, for example, "We make the blessing(s) of X before Khnum, the great god,"¹⁰⁶ "I make your blessing(s) before Amun, the great god,"¹⁰⁷ or "I make the blessing(s) (of) X before Osiris, Horus (and) Isis ... (that) they should cause you to be exalted among the praised (ones of) Khnum, the great god."¹⁰⁸

There then follows the actual body of the text. Before the scribe signs off, the letters often end with a set expression, "If there is (a) matter there, let it be ordered to send (word) to me concerning it."¹⁰⁹ The scribe's name follows and then the date (nearly always, unfortunately, without mention of the reigning Pharaoh).

When the letter had been rolled, tied and sealed (on which cf. the following section), a one or two line address was added, which now appears on the opened out letter at the bottom of the verso. The address typically reads, "Voice (of the) servant X son of Y before his lord Z"¹¹⁰ or "To X."¹¹¹ Frequently between the "to" and the name of the addressee there is a space where the cord used to tie up the rolled papyrus would have passed. There appears to be a clear correlation between the size of the papyrus and the length of the address. On the tall and narrow Ptolemaic letters (cf. the section on papyrology *infra*) the address is short, reflecting the limited amount of space on the rolled up papyrus (the width is typically between 6 cm and 8 cm). On the squarer and wider pre-Ptolemaic letters, on the other hand, the scribe tended to use up a considerable amount of the available space (the letters are between 20.5 cm and 28 cm wide), with a much longer address.

⁹⁸ P. Berlin 15521 (C14).

⁹⁹ P. Berlin 15522 (C12).

¹⁰⁰ P. Berlin 13572 (C2).

¹⁰¹ P. Berlin 13539 (C3).

¹⁰² P. Berlin 13543 (C11).

¹⁰³ P. Berlin 13572 (C2).

¹⁰⁴ P. Berlin 13539 (C3).

¹⁰⁵ List in K.-Th. Zauzich, *Ägyptische Handschriften*, XV.

¹⁰⁶ P. Berlin 13539 (C3).

¹⁰⁷ P. Berlin 13544 (C17).

¹⁰⁸ P. Berlin 13587 (C19).

¹⁰⁹ P. Berlin 13547 (C18).

¹¹⁰ P. Loeb 1 (C4).

¹¹¹ P. Berlin 13544 (C17).

In most cases where the identity of the parties is stated, the correspondents are members of the priesthood. The subject-matter is both official and private. There is correspondence between the *wab*-priests of Khnum and the satrap on the procedures to be followed in the appointment of the *lesonis*¹¹² and there are two letters addressed to the governor of Tshetres (one on the delivery of grain¹¹³ and one on an application for the position of *lesonis*).¹¹⁴ Other letters of an official, or apparently official, nature deal with the delivery of wine and foodstuffs (for personal, cultic and livestock purposes),¹¹⁵ the payment/delivery of monies,¹¹⁶ the collection of taxes,¹¹⁷ and the summoning of priests.¹¹⁸ The private letters deal with a diversity of issues from daily life. In one papyrus,¹¹⁹ a certain Petiese complains that the addressee had taken no notice of his request to consult the oracle of Isis. In another,¹²⁰ we hear about a dispute between the first prophet and a man called Pahetneter, with the writer telling the first prophet to realize that Pahetneter does not always mean what he says and warning him that there are other parties who are trying to stir up their quarrel. One, unidentified, addressor talks about his difficulties with a group of men and a law-suit which is underway. Moreover, he complains of universal criticism for being single. He is trying to choose with difficulty between two women and asks the addressee to consult the oracle on his behalf to find out the answer.¹²¹ Another unidentified addressee is in serious trouble. He has made a visit to Elephantine and has probably gone straight to the temple of Khnum, where he learns that the god at least is not against him. It is quite likely that he cannot, or will not, leave the vicinity of the temple.¹²²

Practically all the letters were found during the excavations on the island of Elephantine at the beginning of the century. When the letters are addressed to the *wab*-priests or other temple officials, it follows that they should have been found at Elephantine. When, according to the address, Elephantine is their place of despatch, however, we need to consider how it happens that they were found on the island. Into this category fall *P. Berlin* 13539 (C3), which is a letter to the satrap and of which we can assume the priests might wish to have made a copy; *P. Berlin* 13543 (C11), which is also an official letter, this time to the governor of Tshetres, and which may, therefore, also be a copy kept by the sender; and *P. Berlin* 15527 (C15), which gives instructions to three priests to return from Nubia to Philae (and which might, therefore, indicate that they did return and made their way to Elephantine where they left the letter). We also have to consider a couple of cases of unaddressed letters, that

¹¹² *P. Berlin* 13540 (C1) and *P. Berlin* 13539 (C3).

¹¹³ *P. Loeb* 1 (C4).

¹¹⁴ *P. Berlin* 13543 (C11).

¹¹⁵ *P. Berlin* 13568 (C5), *P. Berlin* 13547 (C18) and *P. Padua* (C22).

¹¹⁶ *P. Berlin* 13572 (C2), *P. Berlin* 15520 (C6), *P. Berlin* 15521 (C14), *P. Berlin* 13587 (C19) and *P. Berlin* 15609 (C21).

¹¹⁷ *P. Berlin* 15522 (C12).

¹¹⁸ *P. Berlin* 13565 (C13).

¹¹⁹ *P. Berlin* 15607 (C20).

¹²⁰ *P. Berlin* 13544 (C17).

¹²¹ *P. Berlin* 13538 (C16).

¹²² *P. Berlin* 13579 (C10).

is where, although complete, the letter carries no address or introductory greetings. These can either be seen as accompanying letters to other missives or as drafts.¹²³

Papyrology

In format the Ptolemaic letters are tall and narrow, cut vertically from a roll, with the writing on the recto parallel to the fibers (and sometimes continuing on the verso, perpendicular to the fibers). Widths vary between 4.5¹²⁴ and 9 cm¹²⁵ (the one Roman letter is 10 cm wide),¹²⁶ with the majority between 6 and 8 cm. The height of the rolls from which the pieces were cut typically varies between 32.5¹²⁷ and 38.5 cm,¹²⁸ although there is only one example over 36 cm. In two instances¹²⁹ the vertical strip of papyrus was cut horizontally so that the height is less than the standard 30.5+ cm and there is one instance of a letter being written perpendicular to the fibers with measurements of 27.5 cm wide × 4.5+ cm high (all but one line of the text is lost).¹³⁰

The pre-Ptolemaic letters, on the other hand, have a different format. They are more square than oblong in shape. In three of the four published here the writing runs perpendicular to the fibers and the sheets measure 27 or 28 cm wide × 11, 20, and 22.5 cm high.¹³¹ In the fourth text¹³² the writing is parallel to the fibers and the dimensions measure 20.5 wide × 28 cm high (in other words the rolls from which the sheets were cut in every case measured 27 or 28 cm vertically). It should be noted that the one exception to the Ptolemaic vertically thin and narrow format dates to the very beginning of the Ptolemaic period and follows the pre-Ptolemaic style.¹³³

When the letters were written, they were rolled, from bottom to top, tied and sealed. An external address was then added, which on the unrolled sheet shows a gap in the center where the cord used to tie the roll would have passed. In some cases, (e.g. *P. Loeb* 1 [C4]), the papyrus was found rolled up, with the cord and seal extant.

¹²³ *P. Berlin* 13619 (C7), which is probably an accompanying letter as it carries an external address, and *P. Padua* (C22), which is probably a draft.

¹²⁴ *P. Berlin* 15522 (C12).

¹²⁵ *P. Berlin* 15521 (C14).

¹²⁶ *P. Berlin* 15518 (C23).

¹²⁷ *P. Berlin* 13543 (C11).

¹²⁸ *P. Berlin* 13544 (C17).

¹²⁹ *P. Berlin* 15519 (C9) and *P. Berlin* 13547 (C18).

¹³⁰ *P. Berlin* 15520 (C6).

¹³¹ *P. Berlin* 13539 (C3), 13540 (C1); *P. Loeb* 1 (C4).

¹³² *P. Berlin* 13572 (C2).

¹³³ *P. Berlin* 15520 (C6).

The contracts, with the exception of the *Doppelurkunde*¹³⁴ (cf. *infra*), are all written parallel to the fibers. The contracts are sometimes extremely long, running in one instance to ca. 220¹³⁵ and in another to 100 cm.¹³⁶ Others, however, are shorter and range between 26¹³⁷ and 81 cm.¹³⁸ They all measure between 12.5 and 28 cm in height. The contract is written on the recto; the witness-list, normally on the verso.

The *Doppelurkunde* cited above contained two copies of the same text (although the two would not necessarily have been verbatim copies of each other). The Inner Script consists of 13 lines and is complete. It was rolled up and sealed. Beneath it stood an unsealed Outer Script, thereby enabling interested parties to read the papyrus, without being able to alter the sealed Inner Script.

Onomastica

One-hundred-and-seventy-one different personal names (excluding royalty and eponymous priests) are found in the papyri, practically all Egyptian. The non-Egyptian include four Greek names (Billos,¹³⁹ Herakleides,¹⁴⁰ Kellos,¹⁴¹ and Leli¹⁴²), five Persian (Atrbanu,¹⁴³ Parnu,¹⁴⁴ Pherendates,¹⁴⁵ Satibar¹⁴⁶ and Tyqy¹⁴⁷) and two Meroitic (Adeliye¹⁴⁸ and Tegeritre¹⁴⁹). Of uncertain origin and reading are 'Khere¹⁵⁰ and Pekhet.¹⁵¹

As we might expect, theophorous names predominate and compounds with Khnum are plentiful (ten different names; 25, or possibly 26, individuals).¹⁵² The two other members of the Elephantine triad, Anukis and Satis, are missing from the onomastica, although compounds with the name of the anthropomorphic deity, Arensnouphis, who was venerated in the area around and to the south of Syene, do

¹³⁴ P. Berlin 13535 + 23677 (C32).

¹³⁵ P. Moscow 135 (C30).

¹³⁶ P. Wien D 10151 (C29).

¹³⁷ P. Berlin 13534 (C34).

¹³⁸ P. Berlin 13593 (C33).

¹³⁹ P. Berlin 13534 (C34).

¹⁴⁰ P. Berlin 13543 (C11).

¹⁴¹ P. Berlin 13554 (C31).

¹⁴² P. Berlin 15518 (C23).

¹⁴³ P. Loeb 1 (C4).

¹⁴⁴ P. Loeb 1 (C4) and P. Berlin 13582 (C35).

¹⁴⁵ P. Berlin 13540 (C1) and P. Berlin 13539 (C3).

¹⁴⁶ P. Berlin 13540 (C1).

¹⁴⁷ P. Berlin 15521 (C14).

¹⁴⁸ P. Berlin 13538 (C16).

¹⁴⁹ P. Berlin 13579 (C10).

¹⁵⁰ P. Berlin 15527 (C15).

¹⁵¹ P. Berlin 13572 (C2).

¹⁵² Benpoukhnukhaenimou (also called Benpoukhnukhaerou), Eskhnum, Eskhnummet, Eskhnumpemmet, Khnumemhat, Khnumemakhet, Pakhnum, Petikhnum, Takhnum and Tetikhnum.

occur.¹⁵³ Espemet, "he of the (sacred) staff," is the most common name in the papyri (up to 26 different individuals¹⁵⁴). The (sacred) staff is also found in numerous compounds.¹⁵⁵ Apart from Khnum, many other deities are attested, with names compounded with Hor being far and away the most numerous.¹⁵⁶ Overall, and other than Espemet, the most common names in the texts published here are Hor,¹⁵⁷ Eshor,¹⁵⁸ Horoudja,¹⁵⁹ Pakhnum¹⁶⁰ and Petosiri.¹⁶¹

¹⁵³ In the name Petiireyhemesefer; cf. *P. Dodgson* (C26) and *P. Berlin* 13554 (C31).

¹⁵⁴ If the Espemets mentioned in the witness-list to *P. Wien* D 10150 (C28) are different people (cf. note 13 to this text).

¹⁵⁵ Cf. Eskhnummet, Eskhnumpemet, Espemetshepes, Petosiresmet, Petosirespemet and Tapemet.

¹⁵⁶ Eighteen names.

¹⁵⁷ Nine individuals.

¹⁵⁸ Nine individuals.

¹⁵⁹ Eight individuals.

¹⁶⁰ Seven individuals.

¹⁶¹ Seven individuals.

LETTERS AND REPORT (C1-24)

The Eskhnumpemet Papers (C1-3)

The following three papyri, together with the unpublished *P. Berlin* 23584, deal with the appointment of Eskhnumpemet as *lesonis* in the Khnum temple at Elephantine in 492 BCE.

The interest of these texts, which have been much discussed of late (cf. S.P. Vleeming, "Een lang uitgestelde benoeming," *Phoenix* 27 [1981], 82-91, and K.-Th. Zauzich in *Egypt and the Hellenistic World*, 426-427), lies in the information which they provide on the relationship between the Persian satrap and the Egyptian priesthood.

The satrap had informed the *wab*-priests of Khnum that he had to ratify any nomination for *lesonis*. The priests, however, do not appear to have taken too much notice of this instruction. In one letter they tell him that they had elected a certain Eskhnumpemet as *lesonis* some four months before and from two other texts we learn that Eskhnumpemet was carrying out the duties of *lesonis* even earlier than this. In fact, he was even addressed as such at that time by the Persian military governor in the area.

The full chronology of the events is as follows:

- | | |
|-------------------|--|
| 21 April, 492 BCE | Pherendates, the satrap, informs the <i>wab</i> -priests of Khnum of the qualifications needed and procedures to be adopted in the appointment of a <i>lesonis</i> (<i>P. Berlin</i> 13540 [C1]). |
| 7 May, 492 BCE | Ravaka, the Persian commander at Syene, writes to Eskhnumpemet and addresses him as <i>lesonis</i> (<i>P. Berlin</i> 23584 [unpublished]). |
| 7 June, 492 BCE | Eskhnumpemet, as <i>lesonis</i> , receives a letter acknowledging a receipt of money from him via a third party (<i>P. Berlin</i> 13572 [C2]). |
| July/Aug, 492 BCE | Date of appointment of Eskhnumpemet as <i>lesonis</i> , according to the letter of the Khnum priests to Pherendates (<i>P. Berlin</i> 13539 [C3]). |
| '25' Dec, 492 BCE | Letter to Pherendates from the priests of Khnum informing him that Eskhnumpemet had been appointed <i>lesonis</i> some four months earlier (<i>P. Berlin</i> 13539 [C3]). |

LETTERS (C1-23)

C1

P. Berlin 13540

PROCEDURES FOR APPOINTING A *LESONIS*

DATE: 21 April, 492 BCE
 SIZE: 28 cm wide by 20 cm high
 LINES: 10 (= 9, perpendicular to the fibers on the recto, parallel to the joins; 1-line address, parallel to the fibers, on the verso)
 PARTIES: From Pherendates, satrap of Egypt, to the *wab*-priests of Khnum at Elephantine
 SCRIBE: Wahibre
 PUBLICATION: W. Spiegelberg, *Drei demotische Schreiben aus der Korrespondenz des Pherendates, des Satrapen Darius' I., mit den Chnumpriestern von Elephantine* (Berlin, 1928), 4-13; S.P. Vleeming, *Phoenix* 27 (1981), 82-91; G.R. Hughes, "The So-called Pherendates Correspondence," in *Grammata Demotika = Fs Lüddeckens*, ed. H.-J. Thissen-K.-Th. Zauzich (Würzburg, 1984), 75-88

Pherendates, satrap of Egypt, complains to the *wab*-priests of Khnum at Elephantine that the candidates for *lesonis* whom they had nominated were plainly unsuitable for the position and specifies the type of person who is suitable for nomination. He must be a man of importance, who has been successful in his career, without blemish and not under contractual obligation to, or at the service of, anyone. The chosen candidate is to be brought before him for his ratification, following procedures laid down by Darius. Written in a peculiar demotic idiom, the letter is a clause by clause translation of an Aramaic original (so G.R. Hughes and S.P. Vleeming).

RECTO

Internal Address ¹Pherendates, to whom Egypt is entrusted,¹ says² to all the *wab*-priests³ (of) Khnum, lord (of) Elephantine:
 Rebuke "Now,⁴ Pherendates ²(is) the one who says, 'There are {the} *wab*-priests whom the leader (of the) first phyle⁵ brought before (me) earlier saying, 'Let them be made *lesonis*.'⁶ Yet⁷ one of these *wab*-priests in question, who had ³fled, the order was

¹ Dem. *nty iw km hn ntf* is the equivalent of satrap.

² *dd*, "says," is written *supralinea*, an attempt by the scribe to make the translated Aramaic look more like demotic, although in fact the *dd* was redundant; cf. G.R. Hughes, *op. cit.*, 78-79 note a.

³ *Wab* was the generic term for the multitude of second-tier priests who assisted the prophets, dem. *hm-nt*, in the temples; cf. A.B. Lloyd, *Herodotus Book II Commentary 1-98* (Leiden, 1976), 170.

⁴ Dem. *n ty hty*, literally "at this moment," is an attempt to render the Aramaic *wkʿ*, "and now," or *kʿ*, "now" (so G.R. Hughes, *op. cit.*, 79 note c). The Aramaic word occurred regularly at the beginning of the body of an Aramaic letter; see *TAD A2.1:4 (B1)*.

⁵ Dem. *ps ʿ (n) st tpy* = Greek *phylarch*; K.-Th. Zauzich, *DPB III, P. Berlin 13536* note 2, however, suggests *hry-ib-tpy*, "first chief."

⁶ *Lesonis* is the Greek equivalent of dem. *mr-šn*, an important temple functionary whose responsibilities lay primarily in administration and organisation and who was appointed, or re-appointed, annually; cf. *P. Berlin 13539 (C3)* and F. de Cenival, *Les associations religieuses en Égypte* (Cairo, 1972), 154-159.

⁷ Grammatically, this sentence is circumstantial, introduced by *iw*.

given to seek for him; (another) one of them, he was (a) servant of another man.⁸ The like of these it is not suitable to make *lesonis*.

Qualifications ⁴Now, the *wab*-priest whom it is suitable to make *lesonis* is (a) great man whom, it will happen, I will cause to carry out his functions,⁹ there being nothing which he has let ⁵fail,¹⁰ one who will be selected in accordance with that which Darius (the) Pharaoh¹¹ has ordered.¹² The like of this is one whom it is suitable to make ⁶*lesonis*.

Instruction "Now, the *wab*-priest who will be selected to be made *lesonis* is like this. The one who will be selected, ⁷he is to be brought¹³ in accordance with that which Darius (the) Pharaoh has ordered. The *wab*-priest whom it will happen that there is (a) thing which he has let fail, ⁸or ⁷the one who is (a) ⁸servant of another man, the like of these, do not let them be brought to be made *lesonis*. Let it happen (that) it is known to you."¹⁴

Chancellor Satibar ⁹knows this order.¹⁵

Scribe Peftuauneit (is) the one who wrote this letter.¹⁶

Translator Wrote Wahibre¹⁷

Date in year 30, Choiak, day 29.¹⁸

VERSO

External Address ¹⁰[A letter to] all the *wab*-priests of Khnum, [lord (of) Elep]hantine, from Pherendates, to whom Egypt is entrusted.

⁸ Not a "free man," *rmt nmh* (*nmh* = "independent," "autonomous," "not under the authority of someone"), but someone who was under contractual obligation to and at the service of another, often following failure to repay a loan; cf. B. Menu, *Recherches sur l'histoire juridique, économique et sociale de l'ancienne Égypte* (Versailles, 1982), 184-199, *RdÉ* 36 (1985), 82-83, and E. Cruz-Urbe, *RIDA* 29 (1982), 49-52. K.-Th. Zauzich in *Egypt and the Hellenistic World*, 426, takes the words "servant of another man" to mean that the candidate was a follower of a political opponent of the Persian satrap. While this interesting idea cannot be ruled out, my first explanation is the more likely interpretation.

⁹ Dem. *tkn*, literally "to approach." For the translation "perform his tasks," "carry out his functions," cf. M. Chauveau, *RdÉ* 37 (1986), 39 note on line 11.

¹⁰ Literally "to cause to perish," i.e. he must not have any blemish in his *curriculum vitae*.

¹¹ Egyptian would normally write Pharaoh Darius. The title "Pharaoh" does not occur in the Elephantine Aramaic texts. The normal title and word order would be "Darius the King" (*TAD* A4.1:2 [B13], *et al.*).

¹² In earlier periods, the appointment of priestly officials were made by the Vizier as representative of Pharaoh; cf. *P. Turin* 1887recto I.12 (A5).

¹³ Contra previous editors, "the one who will be selected" is treated as the antecedent of the suffix pronoun *ʿf* in *mtw=ʿw in.ʿf*. On this use of the conjunctive, cf. J. Vergote in *L'égyptologie en 1979. Axes prioritaires de recherches = Actes du 2^e Congrès International des Égyptologues* (Paris, 1982), I, 78. The implication of this translation is that, while the priests are free to nominate the candidate of their choice, the Great King has laid down instructions that their selection has to be ratified by the satrap.

¹⁴ This is an almost exact rendition of the "thus let it be known to you" of Aramaic letters; cf. G.R. Hughes, *op. cit.*, 82 and references therein. It is probably used here in the sense of a conclusion to the letter.

¹⁵ Satibar would be the chancellor, answering to the satrap and responsible for dealing with the administration of much of the routine business and official correspondence; cf. B. Porten, *Archives from Elephantine*, 55-56.

¹⁶ Peftuauneit would have been responsible for composing the Aramaic letter.

¹⁷ Wahibre is possibly the scribe who translated the Aramaic letter into demotic or merely the copyist, in which case Peftuauneit would have been the translator.

¹⁸ While virtually all of the demotic documents in our collection were dated, only some of the Aramaic documents carried a date. When recorded, it also appeared at the end and often followed the Egyptian, not the Babylonian, calendar; see *TAD* A3.3:13 (B8).

ACKNOWLEDGMENT OF RECEIPT OF MONEY

DATE: 7 June, 492 BCE
 SIZE: 20.5 cm wide by 28 cm high
 LINES: 10, parallel to the fibers on the recto, perpendicular to the joins; verso blank
 PARTIES: From Nanefibreemakhet son of 'Pakheret' to Eskhnumpemet, *lesonis*
 SCRIBE: Nanefibreemakhet son of 'Pakheret', the sender
 PUBLICATION: K.-Th. Zauzich, *DPB I* (Berlin, 1978)

Nanefibreemakhet acknowledges receipt of some money from Eskhnumpemet, the *lesonis*. This peculiar text is something of a hybrid, part letter, part contract; for a similar hybrid, cf. *P. Louvre 7850* (D. Devauchelle, *BIFAO* 87 [1987], 154-155). It begins with the standard introductory formulae of Egyptian letters, continues with clauses which are typical of a contract, and then concludes with the names of four witnesses. Particularly interesting is the warranty clause, which protects Eskhnumpemet from any claim by Pekhet. As far as Nanefibreemakhet is concerned, he has been paid by Eskhnumpemet; Pekhet, who had been asked by Eskhnumpemet to make the payment, no longer has any valid claim on the latter. The reason for the payment is not stated; perhaps it was a bribe to secure the appointment of Eskhnumpemet?

RECTO

Address	¹ Nanefibreemakhet blesses Es[khnum]pemet, the [<i>les</i>]onis:
Salutation	"Oh, may Re cause ² his lifetime to be long. ¹
Transfer	"You caused (my) heart to be satisfied with the $\frac{1}{2}$ of the silver concerning which you wrote ² to Pekhet ³ to give it to me. You gave it to me. ⁴ (
Satisfaction	My) heart is satisfied with it.
Warranty	"(I) will cause Pekhet to be far ⁴ from you with respect to it. ⁵
Penalty	"If (I) do not cause him to be far, (I) will give to you silver, 5 (deben), without ⁵ taking any legal action in the world against you."
Scribe	Wrote Nanefibreemakhet son of 'Pakheret'.
Date	⁶ in year 30, Mecheir, day 16. ⁶

¹ The most frequent request in greeting formulae; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, XIV-XVI.

² *sh*, "to write," rather than *ed. princ. di.t*, "to give," which is written quite differently in lines 2 and 3. *sh*, while not identical to the *sh* preceding the scribe's name in line 5 (which, as so often, is written quite elaborately), makes better sense of what would otherwise be a grammatically cumbersome expression (one would expect *r-di-k n Ph* not **r-di-k r.r-w n Ph*).

³ *Ph* is preferred to *ed. princ. 'Inhy'*, following G.R. Hughes in *Fs Lüddeckens*, 76.

⁴ Eskhnumpemet paid Nanefibreemakhet himself, although he had asked Pekhet to do so.

⁵ Nanefibreemakhet promises to keep Pekhet away from Eskhnumpemet, in case Pekhet tries to elicit from Eskhnumpemet the money which he had already given to Nanefibreemakhet. In other words, he is protecting his creditor against any attempt from the intermediary to make a claim against the said creditor. For a similar transaction, cf. *P. Berlin 13568 (C5)*, where Pshenkons asks Petihorpakheret to provide the *lesonis* with a jar of wine and promises to reimburse him in kind later that year or pay a fine of 2 kite if he fails to deliver.

⁶ Day 16 rather than *ed. princ.* 15, following S.P. Vleeming, *Phoenix* 27 (1981), 84.

Witness-List

- ⁷(2nd hand) Ahertais son of Benpoukhnnumkhaerou;⁷
⁸(3rd hand) Esbi son of [Hor]oudja;
⁹(4th hand) Espemetshepes, [the] 4th prophet;
¹⁰(5th hand) Osirouer son of 'Petianoup'.

⁷ The same individual appears in 510 BCE as a witness in *P. Wien D 10150 vo 8 (C28)* and *P. Wien D 10153 vo 8 (see C28)*, although there his name ends in *n.imw* rather than *r.rw*; cf. *Demot. Nb. 1, 142*.

APPOINTMENT OF A NEW *LESONIS*

- DATE: '25' December, 492 BCE
 SIZE: 27 cm wide by 11 cm high
 LINES: 6 (= 5, perpendicular to the fibers, on the recto; 1-line address, parallel to the fibers, on the verso)
 PARTIES: From the *wab*-priests of Khnum at Elephantine to Pherendates, satrap of Egypt
 SCRIBE: Espemet son of Eshor
 PUBLICATION: W. Spiegelberg, *Drei demotische Schreiben*, 10-13; W. Erichsen, *Auswahl früh-demotischer Texte* (Copenhagen, 1950), 1, 69; S.P. Vleeming, *Phoenix* 27 (1981), 83-84.

The *wab*-priests of Khnum inform the satrap Pherendates that four months earlier they had appointed Eskhnumpetmet as *lesonis* to succeed Petikhnum. The correct time for making such appointments was Pharmouthi (July-August), but the letter is dated to Thoth (December), some four to five months after the election. Since Eskhnumpetmet was in fact acting as *lesonis* at least eight months before the date of this letter, the priests had plainly brought forward the date of Eskhnumpetmet's appointment, presumably in an attempt to minimize the period of their tardiness in informing the satrap (unless Ravaka, the author of the earlier letter, knew that he was going to be appointed and was addressing him as *lesonis* in advance of his formal election). Given that the priests appear to be breaking Pherendates' explicit instructions on the need for his ratification of their nomination, it is not surprising that this report carries no mention of the satrap's letter to the priests of April, 492 BCE. Found at Elephantine, our text was probably a copy of the original letter.

RECTO

- Internal Address ¹Voice (of the) servants,¹ the *wab*-priests of Khnum (the) great, lord (of) Elephantine, before Pherendates, to whom Egypt is entrusted:
- Salutation "We make the blessing(s) of Pherendates ²before Khnum,² the great god. Oh, may Khnum cause his lifetime to be long.
- Report "(It) happened (in) year 30, Pharmouthi, the time for selecting a successor³ to the *lesonis*. We replaced⁴ Peti³khnum son of Haaibre who was *lesonis*. We caused Eskhnumpetmet son of Horkheb to follow him as *lesonis*. We are in agreement ⁴[to make him] *lesonis*. He will cause to be carried⁵ (and) he will cause burnt-offerings to be made before Khnum."

¹ Dem. *hrw bk*, a typical introduction to demotic letters.

² For the Aramaic equivalent of the first part of the salutation, see on TAD A2.1:2 (B1). The demotic uses the durative first present tense, while the Aramaic is in the perfect.

³ Literally "to cause to follow."

⁴ Dem. *rk/lk* is translated here by "replace," since we are dealing with the annual appointment of a *lesonis*. There is nothing in the text to imply that the incumbent was being thrown out of office (as, for example, in P. Rylands IX col. 2, lines 7-8, where *rk* is rendered by "remove").

⁵ The organization of deliveries to the temple is one of the main tasks of the *lesonis*; cf. F. de Cenival, *Les associations religieuses*, 157-158.

Scribe Wrote Espemet son of Eshor, the overseer (of) sacred wrappings⁶
Date in year 3[1], ⁵Thoth '2'.⁷

VERSO

External Address ⁶Voice (of the) servants, the *wab*-priests of Khnum (the) great, lord of
Elephantine, before Pherendates, to whom Egypt is entrusted.

⁶ Greek *archistolistes*; cf. *LÄ* VI, 63-65.

⁷ The reading of the day is not certain. It could also be day 4, while S.P. Vleeming, *Phoenix* 27 (1981), 84, suggests day 14.

C4

P. Loeb 1 (Staatliche Sammlung Ägyptischer Kunst, Munich)

WARNING ABOUT A DELIVERY OF GRAIN

- DATE: 5 October, 486 BCE
 SIZE: 27 cm wide by 22.5 cm high
 LINES: 18 (= 12 on the recto; 5, plus 1-line address on verso parallel to the fibers). The papyrus was cut from the beginning of the roll. The first 6 lines run across the protocollon (11.7 cm high), parallel to the fibers and to the joins. The next 6 are written on the second and third sheets, perpendicular to the fibers. The scribe then turned the piece over from bottom to top and wrote another 5 lines on the verso, parallel to the fibers and to the joins.
- PARTIES: From Khnumemakhet son of Horwennefer to Parnu, the Persian governor of Tshetres
- SCRIBE: Khnumemakhet son of Horwennefer, the sender
- PUBLICATION: W. Spiegelberg, *Drei demotische Schreiben*, 13-21; W. Spiegelberg, *Die demotischen Papyri Loeb* (Munich, 1931), 1-7

On 5 October, 486 BCE, Khnumemakhet complains to Parnu, governor of Tshetres and commander of Syene, that he was instructed by Osirouer, in the presence of Parnu, to go to a certain mountain with the Persian Atrbanu, meet a delivery of goods en route to Egypt (from Nubia), which were to be unloaded onto the quay, and ensure that they be delivered to Osirouer's house. Atrbanu, however, countermanded these instructions on 3 October, 486 BCE, and ordered that the goods, now specifically referred to as grain, simply be brought inland. Khnumemakhet warned Atrbanu, without success, that grain left unguarded would be stolen during the night by brigands, who could be seen watching from the mountains. Khnumemakhet now turns directly to Parnu. If he still wants the grain to be stored in the house of Osirouer, then he should order Atrbanu not to move the grain inland, but to have as much as could be carried on one trip taken to Osirouer's house and the remainder guarded on the quay. Khnumemakhet intended to send the accounts for the goods which had been delivered, but at the time of writing he was unable to do so.

RECTO

- Internal Address ¹Voice (of the) servant Khnumemakhet son of Horwennefer before his¹ lord Parnu:²
- Salutation "Oh, may Re cause his lifetime to be long.
- Instructions "It was ²before Parnu that Osirouer caused (me) to stand, saying, 'Go to the mountain with Atrbanu.³ Cause them to unload ³onto this⁴ quay. When they take it away, cause them to take away the goods which (were) in it to my house. Cause them to place them in storage until (I) arrive.'

¹ Dem. *pryf*; cf. S.P. Vleeming in *Fs Lüddeckens*, 267 note j.

² On Parnu, cf. *P. Berlin* 13582 (C35), where he bears the titles "he of Tshetres" (perhaps Aramaic *frataraka* [TAD A4.7:5 (B19)]; cf. *P. Berlin* 13543 n. 1 [C11]) and "to whom the fortress of Syene is entrusted" (Aramaic *רַב חַיְלָא* *rah hayla*, "troop commander" [TAD A4.7:7 (B19)]).

³ For the name, dem. *ḫrpn*, cf. M. Mayrhofer, *Onomastica Persepolitana. Das altiranische Namengut der Persepolis-Täfelchen* (Vienna, 1973), 8.492, where Elamite Hatarbanuš is given as the rendering of OP **Ār-hānu* = Akk. *A-tar-ba-nu-uš* = (probably) dem. *ḫrpn*, with the meaning "with the radiance of (the) fire-(god)" (information courtesy of Amélie Kuhrt); cf. also W. Hinz, *Altiranisches Sprachgut* (Wiesbaden, 1975), 48.

⁴ I read *pry*, "this," rather than *pr*, "the," here and in a number of other places in the text. There is a small stroke, the tail of the sign, touching the first stroke of the following sign.

Fulfillment	⁴ "Then we arrived at the mountain. They unloaded onto this quay. They took it away by night in year 36, ⁵ Payni, ⁵ day 15. Then Atrbanu said to the soldiers ⁶ who (were) on the quay, 'The grain which was found ⁶ on this quay, bring it to the ground ⁷ and deposit it (there).'
Protest	"I said to him, 'The grain, if it is deposited on ⁷ this ground, without the men who will carry it to Egypt being present, (then) the brigands ⁸ who are ⁸ on the mountain will come for it by night (and) they will steal it.' We are used to seeing the brigands when they are ⁹ on the mountain on the southern side opposite ⁹ us. Atrbanu is used to seeing them as well. It usually happens that they sit ¹⁰ opposite us by day, ¹⁰ but there is (a) long distance between us (and) between them. The grain, if it is brought ¹¹ down, without armed men to guard this grain (being present), (then) the brigands will come ¹² for it by night (and) they will take it away. ¹¹
Request	"If it is pleasing for his lord, the grain, if it is to be ¹² VERSO ¹³ taken away to the house of Osirouer, cause (word) to be sent to Atrbanu not to cause it to be brought to the ground ¹⁴ and (cause) it to happen (that) the grain which can be brought down in one load ¹³ (be) that which will be brought down ¹⁵ from the quay. Cause the men ¹⁴ to guard the remainder, sitting on the quay.
Excuse	"They had not finished ¹⁶ putting '...' ¹⁵ on the quay by this ⁸ th hour ¹⁶ of year 36, Payni, day 17. (I) was going ¹⁷ to send (word) of the accounts of the things which were found."
Scribe	Wrote (the) servant Khnumemakhet son of Horwennefer
Date	in year 36, Payni, day 17.
External Address	¹⁸ Voice (of the) servant Khnumemakhet son of Horwennefer before his lord Parnu.

⁵ *ibid-2 šmw*, following G.R. Hughes' notes, not *ibid-3 pr.t* (as W. Spiegelberg read it).

⁶ I prefer *md.w*, "soldiers," to W. Spiegelberg's *nf.w*, "sailors." In W. Erichsen, *Glossar*, 216, the *n* and the *f* of *nf.w* appear as two strokes in all but one example (and that is certainly taken from our text), and the writing here is well-suited to *md.w* (our scribe uses the simple *m* throughout rather than the more elaborate writings one finds in the early demotic examples of *md.w* in W. Erichsen, *Glossar*, 195).

⁷ Dem. *r p: itn*. The grain was to be brought down from the quay (cf. line 11 where *r hry*, "down," is used). It may be that the scribe is contrasting *itn*, "ground," with *dw*, "mountain." "Inland" might be the more idiomatic translation.

⁸ Dem. *rmt(.w) nty hks*, "the men who rebel." This is not a reference to a civil uprising, but simply to the threat posed by the presence of outlaws nearby.

⁹ "Opposite" presumably means on the other, southern, side of the mountain, although the other bank of the Nile might be intended.

¹⁰ Dem. *mtr*, literally "at midday," frequently used in contrast to "night."

¹¹ Complaints of theft by marauding Nubians were recurrent; see the Byzantine petition of Bishop Appion (*P. Leid. Z [D19]*).

¹² Dem. *iwf hpr iwz w r by:z w* is the future conditional with the meaning of the future that is found in vows and injunctions; cf. J.H. Johnson, *The Demotic Verbal System* (Chicago, 1976), 163.

¹³ Dem. *w' iwn*; cf. K.-Th. Zauzich, *Enchoria* 9 (1979), 145.

¹⁴ Presumably the soldiers mentioned above.

¹⁵ The meaning of *by* is not known. Its house determinative indicates a building of some sort. It may, therefore, be a container for storing large quantities of grain. The next sentence suggests that the writer was unable to present a full set of accounts for the deliveries because the *by* was not finished.

¹⁶ The Egyptian day was divided into 24 hours, 12 hours of daylight and 12 hours of night, the hours of the day being longer in summer than in winter. The 8th hour would have been early afternoon.

C5

P. Berlin 13568

A DELIVERY OF WINE

DATE: 12 January, 303 BCE
 SIZE: 5 cm wide by 33.5 cm high (cf. K.-Th. Zauzich, *Ägyptische Handschriften*, 23, text 38, note 1)
 LINES: 13, parallel to the fibers, on the recto; verso blank
 PARTIES: From Pshenkons son of Eswennefer and Espemet son of Khnumemhat to Petihorpakheret son of Eshor
 SCRIBE: The senders. It was written by Pshenkons and countersigned by Espemet
 PUBLICATION: W. Erichsen, *MDAIK* 15 (1957), 51-56

Petihorpakheret is instructed to arrange for a quantity of wine to be delivered to Eskhumpemet, the *lesonis*. He will be reimbursed in kind at the beginning of summer and the senders promise to pay him 2 silver kite in August if they fail to deliver on time. It is not stated why the wine is to be delivered to the *lesonis*. Possibly it is to pay off a loan, or it may be that it is part of the senders' general responsibilities for which on this occasion (perhaps because they are away from Elephantine) they require the assistance of a third party.

RECTO

Addressee ¹Petihorpakheret son of Eshor.
 Instructions "Cause ²one *djep-jar*¹ (of) wine to be given ³to Eskhumpemet, the *lesonis*.
 Reimbursement ⁴"We will give to you its exchange in ⁵year 2, Pachons.
 Penalty "If we do not ⁶give it to you in year 2, Pachons, ⁷we will give to you silver, 2 kite, makes 1 stater, (makes) 2 kite again,² ⁸for it in year 2, Payni,³ ⁹compulsorily, without delay."

¹ Dem. *dp* < *tb*, a container for liquid made of metal, stone or clay; cf. W. Vycichl, *Dictionnaire étymologique de la langue Copte* (Leuven, 1983), 330. In one New Kingdom text the *tb* is stated to have a capacity of 3 *ds*, which may be ca. 9 liters, and from a Deir el-Medina ostrakon we know that a lead *tb* was worth 7 copper deben; cf. J.J. Janssen, *Commodity Prices from the Ramesside Period* (Leiden, 1975), 433-434. It is not a common word in demotic and is found, in published texts, only in one marriage-contract (P. Berlin 13593 [C33]), where it is valued at 5 copper deben, and on an ostrakon from Oxyrhynchus; cf. E. Bresciani, *EVO* 3 (1980), 156. The value of the *dp* in our text at 2 kite includes a penalty (cf. note 2 *infra*) so it is perhaps to be valued at between 1 and 1½ kite, depending on the size of the penalty. It can be compared with the Aramaic wine container called the *ka* (= 12 *logs*; cf. *TAD* C3.28:2 and Figure 8), which had a value of 1½ shekels = 1½ kite, and with the value of wine in P. Cairo 50060 of year 5 of Cambyses at 1½–1¼ kite per measure (cf. E.A.E. Jelínková-Reymond, *BIFAO* 55 [1955], 33-55).

² The 2 kite would doubtless include the value of the wine and the penalty for failure to deliver; cf. the practice in loans where the debtor, as a rule, only states how much he owes in total, not the breakdown between principal and interest (cf. P.W. Pestman, *JJP* 16-17 [1971], 7).

³ Year 2, Payni, would be 4 August–2 September, 303 BCE.

Scribe Wrote ¹⁰Pshenkons son of ⁴Eswennefer ⁵
 Date in year 2, ¹¹Hathyr, (day) 7, (of) Pharaoh ¹²Ptolemy.⁶
 2nd Signatory ¹³Wrote Espemet son of Khnumemhat.⁷

⁴ *st* was not read by W. Erichsen, who restored it in both his transliteration and translation. The scribe placed the sign beneath the *Ns* of *Ns-wn-nfr*.

⁵ The reading of the name is certain. The same scribe wrote *P. Berlin 15520 (C6)*, where the writing is much clearer.

⁶ For the dating of the text to 12 January, 303 BCE, cf. W. Erichsen, *op. cit.*, 54-55. His arguments are convincing although not certain.

⁷ This line is written in a different hand.

C6

P. Berlin 15520

INSTRUCTIONS REGARDING PAYMENT

DATE: 16 May, 298 BCE (cf. note 2 *infra*)
 SIZE: 27.5 cm wide by 4.5 cm high; the papyrus is torn at the top and on the right
 LINES: x+1, perpendicular to the fibers, on the recto, the rest of the text being lost; verso blank
 PARTIES : Probably from Pshenkons son of Eswennefer and Eshor son of Amenhotep to [PN]
 SCRIBES: It was written by Pshenkons son of Eswennefer and countersigned by Eshor son of Amenhotep
 PUBLICATION: K.-Th. Zauzich, *DPB* I

The last line of a text, probably a letter, instructing the payment of 1 deben to a certain Pakhnum.

RECTO

Instruction	x+1 "[... <i>leson</i>]is. ¹ Cause silver, 1 (deben), makes 5 staters, makes silver, 1 (deben), again, to be given to Pakhnum son of Thotpasekhet."
Scribe	Wrote Pshenkons son of Eswennefer ²
Date	in year 7, Phamenoth, day 12.
2 nd Signatory	Wrote Eshor son of Amenhotep. ³

¹ The reading is not certain.

² The dating of this text to 16 May, 298 BCE is based on that of *P. Berlin* 13568 (C5), which was written by the same scribe.

³ *P. Berlin* 13568 (C5) also has two signatories, who, it would appear, were the senders of that letter. It seems quite probable, therefore, that Pshenkons and Eshor were the senders of the above letter.

The Paudjaemtoues Letters (C7-10)

The four letters which follow were written over a period of 15 months by Paudjaemtoues son of Pshentaihet. In two of them Paudjaemtoues is named as the author, while *P. Berlin* 13579 and 15519 are assigned to him on the basis of his distinctive handwriting. The letters cover a variety of topics, but none of them bears an extant address so we are unable to tell whether they had all been sent to the same individual(s).

Paudjaemtoues was also the author of the unpublished *P. Berlin* 23622 (again on the basis of the handwriting) and he may be the *shn Pr-ḥ* mentioned in *P. Berlin* 15515 (unpublished).

The chronology of the correspondence is as follows:

- | | |
|------------------|---|
| 13 Sept, 230 BCE | From Thebes, Paudjaemtoues reports that he has been in contact with the prophet of Khnum regarding the removal of some grain and advises the addressee to trust in Nakhtmin (<i>P. Berlin</i> 13619 [C7]). |
| 9 Nov, 229 BCE | Paudjaemtoues is held in detention, unable to help some priests who were in trouble and anxious to track down a certain Sirthot, probably en route to Philae (<i>P. Berlin</i> 15516 [C8]). |
| 18 Nov, 229 BCE | Paudjaemtoues refutes the accusation that he had failed to carry out Eskhnumpemet's instructions; he had been completely unaware of what Eskhnumpemet wanted and had not received his letters (<i>P. Berlin</i> 15519 [C9]). |
| 22 Dec, 229 BCE | Misfortunes have beset Paudjaemtoues. He is currently in the Khnum temple at Elephantine; he is not being told what is going on and he wants information (<i>P. Berlin</i> 13579 [C10]). |
| 3 July, 228 BCE | Paudjaemtoues reports on a dispute over a <i>hrt/hry</i> (meaning unknown). He orders two men to recover it, by force if necessary (<i>P. Berlin</i> 23622 [unpublished]). |

One stylistic feature of Paudjaemtoues' letters is his predilection for the expression "to be bitter," which occurs four times in different contexts, as follows: "Do not let your heart be bitter on account of" (*P. Berlin* 13619.11-12); "More bitter than those (troubles) is" (*P. Berlin* 15516.x+4-5); "Do not cause (the) heart(s) of the *wab*-priests to be bitter" (*P. Berlin* 15516.x+19-20); and "Bitterness was giving anger to your heart" (*P. Berlin* 15519.3-4).

THE REMOVAL OF GRAIN

DATE: Ptolemaic (29 Epeiph, year 17, probably 13 September, 230 BCE; cf. note 7 *infra*)
 SIZE: 7.5 cm wide by 35.5 cm high. The left half of the first 3 lines is missing
 LINES: 19 (= 18, parallel to the fibers, on the recto; 1-line address, perpendicular to the fibers, on the verso)
 PARTIES: Presumably from Paudjaemtoues son of Pshentaihet to [PN]
 SCRIBE: Paudjaemtoues son of Pshentaihet
 PUBLICATION: K.-Th. Zauzich, *DPB* I

Probably writing from Thebes, Paudjaemtoues informs his unidentified addressee that he had learned from Hemneterosir what had happened to the addressee and to the servants of Khnum. He had reported all of this to the prophet of Khnum, who was currently residing in Thebes, although about to depart. The prophet in turn had issued instructions to Nakhtmin, the prophet of Min, and to a certain Pshentaihet to the effect that no-one should be permitted to interfere with the temple-domain of Khnum. The barley in the houses of the servants of Khnum did not belong there and had been removed by right. The addressee is told to cheer up and to trust in Nakhtmin, who had not let him down before. This letter contains no internal address or introductory greetings. The presence of an external address on the verso would argue against it being a draft, and K.-Th. Zauzich has suggested that it might have been an accompanying letter to another missive.

RECTO

Receipt of Message ¹"Hemneterosir son of Pa-[...] arrived. [I heard] ²the things which happened to [you and the things] ³which happened to the servants (of) 'Khnum' [and the] ¹'grain' ⁴which was taken away from them.

Report I "I said the things in question ² to ⁵the prophet (of) Khnum. He sent (word) to Nakhtmin, the prophet (of) Min, ³ ⁶on account of the land in the temple-domain (of) Khnum not to let ⁷'any man' on earth ⁶interfere ⁴ ⁷with it. ⁵ He ⁶ sent (word) to Pshentaihet son of Eshshoutefnut ⁷ ⁸[not to] interfere with the temple-domain (of) Khnum in anything. I said ⁹to him ⁸ on account of the 256 (artabas of) barley which

¹ The restoration follows K.-Th. Zauzich, *edit. princ.*

² I translate *rn=firn=w* in this context by "in question."

³ To my knowledge there is no temple of Min at Elephantine, although there was apparently a cult-center on Philae; cf. *LÄ* IV, 137. Given the importance of Min at Thebes, it would seem more likely that Nakhtmin was prophet there. It would, of course, be quite conceivable for the god to have had estates around Syene and it may be that Nakhtmin and others were laying claim to some land in the temple-domain of Khnum. This is, however, only conjecture.

⁴ On *sh* meaning "to damage," in the physical sense, and "to interfere with the rights of," in the legal, cf. E.A.E. Jelínková-Reymond, *RdÉ* 13 (1961), 109-110.

⁵ "It" refers to "the land" in line 6 (both are in the plural).

⁶ "He" is the prophet of Khnum, not Nakhtmin.

⁷ An individual of the same uncommon name and patronymic is known from *P. Berlin* 13532, which was found at Elephantine but comes from Edfu (W. Spiegelberg, *Demotische Papyrus von der Insel Elephantine*, 10-14). If the two are identical, it would date this text to year 17 of Ptolemy III Euergetes I (13 September, 230 BCE).

⁸ That is, "I complained."

	were taken away from them. ¹⁰ He said to me, 'It is out of their houses that they were brought. ⁹ It is not ¹¹ their seed-grain.'
Encouragement	"Do not ¹² let your heart be bitter on account of the things ¹³ which have come. Nakhtmin, the prophet of Min, will not ¹⁴ let (a) thing of yours be prevented. ¹⁰
Report II	"They say ¹⁵ that the prophet (of) Khnum will travel downstream ¹¹ (from) here in Thebes on ¹⁶ Mesore, (day) 1. ¹² (When) he travels downstream, I (will) send (word) to you ¹⁷ of that which should happen ¹³ there." ¹⁴
Scribe	Wrote ¹⁸ Paudjaemtoues son of Pshentaihet ¹⁵
Date	in year 17, Epeiph, (day) 29.
	VERSO
External Address	¹⁹ To (space) [...]. ¹⁶

⁹ I translate this clause as a straightforward second tense, the sense being that the 256 artabas of barley which were found in their (presumably the servants of Khnum) houses should not have been there. If I understand it correctly, contrary to what Paudjaemtoues had been told, the grain had quite legitimately been taken from the servants of Khnum because it did not belong to them in the first place.

¹⁰ For the translation, cf. K.-Th. Zauzich in *Aspects of Demotic Lexicography*, ed. S.P. Vleeming (Leuven, 1987), 112 note 5. The writer urges the addressee to have confidence in Nakhtmin, who will not let him down.

¹¹ The verb *ht* means to journey downstream by river, i.e. to go north.

¹² 15 September, 230 BCE.

¹³ The future is translated with its jussive sense; cf. J.H. Johnson, *Demotic Verbal System*, 163. When the prophet leaves, the writer will tell the addressee what ought to be done.

¹⁴ The subject of "there" is unclear. It may refer to the destination of the prophet or the present domicile of the addressee.

¹⁵ On the scribe, cf. the comments in the introduction, *The Paudjaemtoues Letters*.

¹⁶ There is a space after "to," where the cord which tied the rolled-up papyrus would have passed and been sealed.

LETTER FROM A MAN IN DETENTION

DATE: Ptolemaic (22 Thoth, year 19, probably 9 November, 229 BCE; cf. note 11 *infra*)
 SIZE: 6.5 cm wide by 31.5 cm high; the beginning of the text is missing
 LINES: x+24, parallel to the fibers, on the recto; the verso is blank
 PARTIES: Presumably from Paudjaemtoues son of Pshentaihet to [PN]
 SCRIBE: Paudjaemtoues son of Pshentaihet
 PUBLICATION: K.-Th. Zauzich, *DPB* I

Paudjaemtoues writes to apologize for not coming to the aid of the addressee. He had heard that the priests were in trouble, but he was (and still is) in detention and unable to leave. He then goes on to report about his inquiry concerning a certain Sirthot, who had been expected to arrive in Philae, but was yet to appear. Paudjaemtoues was going to teach him a lesson because of something which had happened in the past (about which we are not told). He ends by promising to do everything he can and by giving encouragement to the priests. Things are not as bad as they seem.

RECTO

Report I x+1 "[... the matters] about which [(word) was sent] to me. [He] caused x+2 [me to hear about the troubles] which the *wab*-priests were in x+3 [and the h]arm which x+4 had happened [to] him earlier.¹

Lament "More bitter x+5 than those (troubles) (is) the detention² in which I am x+6 still¹ (and from) which I am unable to depart. x+3 By [...],³ if I could go⁴ x+8 into the district,⁵ I would have done everything x+9 which I could do for your⁶ x+10 sustenance.

Report II "I asked about the journeys of x+11 Sirthot son of Hornefer.⁷ I was told (that) x+12 he has not yet come to Philae again. x+15 I was coming⁸ to Philae x+14 to do to him the harm which I x+15 could do to him on account of the matters x+16 in question. I said the matters in question x+17 to Espotou,⁹ the *lesonis*. That which x+18 will still be able to be done here, x+19 I will cause it to be done.

¹ The papyrus is badly damaged and the restoration in the first four lines, which closely follows K.-Th. Zauzich, is partly conjecture.

² Dem. *dth* means both "prison" and "detention." The context would argue for the latter translation here.

³ The name of a deity was written here. Ptah or Sobek would fit the traces.

⁴ The irrealis aorist, not attested in J.H. Johnson, *Demotic Verbal System*, or in W. Spiegelberg, *Demotische Grammatik* (Heidelberg, 1925, reprinted Heidelberg, 1975). On the aorist expressing general ability, cf. J.H. Johnson, *op. cit.*, 139.

⁵ Dem. *ts* = "district" rather than "nome," perhaps referring to the place where the addressee and the priests were.

⁶ "Your" is plural. The sender would have done everything he could for the recipient and the other priests who are in trouble, if he had been able to leave his detention.

⁷ The same individual is known from other papyri, e.g. *P. Berlin 15774 (C37)*.

⁸ I translate *wn-n.w-iwzy iy* as the straight imperfect (cf. J.H. Johnson, *Demotic Verbal System*, 70), the sense being that it was in search of Sirthot that the writer was coming to Philae. K.-Th. Zauzich translates it slightly differently, "I would (otherwise) have come to Philae."

⁹ That is, "I told Espotou." This *lesonis* is mentioned in a number of Elephantine texts; cf. the unpublished papyri listed in K.-Th. Zauzich's *edit. princ.*

Encouragement "Do not cause ^{x+20}(the) heart(s) of the *wab*-priests to be bitter after ^{x+21}today
has arrived. They are saying ^{x+22}several things which are pleasing."
Scribe ^{x+23}Wrote Paudjaemtoues son of Pshentaihet¹⁰
Date ^{x+24}in year 19, Thoth, (day) 22.¹¹

¹⁰ On this scribe, cf. the comments in the introduction, *The Paudjaemtoues Letters*.

¹¹ If *P. Berlin* 13619 (C7) is correctly dated to 13 September, 230 BCE, our text must date to 9 November, 229 BCE.

LETTER OF EXPLANATION

DATE:	Ptolemaic (1 Phaophi, year 19, probably 18 November, 229 BCE; cf. note 15 <i>infra</i>)
SIZE:	6 cm wide by 23 cm high
LINES:	15 (= 14, parallel to the fibers, on the recto; 1-line address, perpendicular to the fibers, on the verso)
PARTIES:	Possibly from Paudjaemtoues son of Pshentaihet (cf. note 15 <i>infra</i>) probably to Eskhnumpetmet (cf. note 3 <i>infra</i>)
SCRIBE:	Presumably the sender
PUBLICATION:	K.-Th. Zauzich, <i>DPB I</i>

The sender had heard through a certain Hortefnakht that Eskhnumpetmet was angry with him because his instructions had not been carried out. The sender pleads ignorance. He had not received any letters from Eskhnumpetmet. He only heard about Eskhnumpetmet's orders after he had spoken to Psamtjek and dismissed Eskhnumpetmet's representative. Eskhnumpetmet should contact him so that he could learn what was needed.

RECTO

Receipt of Message ¹"Hortefnakht¹ said to me sever[al] ²things,² as follows, 'Eskhnumpetmet³ sent (word) to me⁴ ³concerning them.'

Report "Bitterness was giving [anger]⁵ ⁴to your⁶ heart because I would not do ⁵your instruction⁷ in everything which will come.⁸ ⁶It is after ⁷saying the words in question⁹ which I did to ⁸Psamtjek son of Pakhnum to disperse¹⁰ your ⁹representative concerning them¹¹ ⁶that he¹² said to me the words in question.¹³ ⁹See there

¹ Probably the Hortefnakht son of Esnebankh who corresponded with Eskhnumpetmet in *P. Berlin* 13549, 13550, 13551, 13570, 13620, 23604 and, possibly, 23674 (all unpublished; cf. K.-Th. Zauzich, *edit. princ.*).

² The "several things" include not only the words in direct speech, but also some of the matters referred to in the rest of the letter.

³ This Eskhnumpetmet is probably, as K.-Th. Zauzich suggests, the addressee of the letter.

⁴ "Me" = Hortefnakht.

⁵ The restoration is purely a guess. There is only space in the lacuna for one short word.

⁶ "Your" = the addressee of the letter, presumably Eskhnumpetmet; cf. note 3 *supra*.

⁷ Dem. ζ -*shn*. For other meanings, cf. *P. Berlin* 13579 (C10), note 7.

⁸ That is, the addressee was annoyed because the sender was not following his instructions in everything which was happening.

⁹ "The words in question" refer to the conversation which the sender had with Psamtjek.

¹⁰ Rather than see in *dr*^c a writing of *di.t dr*^c, "to confirm," so K.-Th. Zauzich, I prefer to connect it with *dr*^c, "zerstreuen" (W. Erichsen, *Glossar*, 684), and to translate it with its usual meaning of "to disperse," "to scatter," the sense being that the sender had dismissed Eskhnumpetmet's representative. Presumably he would not have ordered Psamtjek to dismiss the representative if he had received Eskhnumpetmet's message first.

¹¹ "Them," I assume, refers to some matters which were the cause of the sender dismissing the representative, but about which we are not enlightened.

¹² "He" = Hortefnakht.

¹³ "The words in question" refer to the conversation between the sender and Hortefnakht. The translation of lines 6-9 reflects the 2nd tense.

are no ¹⁰(letters) which reached me before today. I would ¹¹not have forgotten the like ¹²of these."¹⁴

Request "May (word) be sent to me concerning that which ¹³is desired."

Date Written in year 19, ¹⁴Phaophi, (day) 1.¹⁵

VERSO

External Address ¹⁵To (*space*) [Eskhumpemet].¹⁶

¹⁴ In other words, correspondence from Eskhumpemet would not have been overlooked. If the addressor had known of his wishes, he would certainly have carried them out.

¹⁵ On the basis of the handwriting this text was written by Paudjaemtoues son of Pshentaihet; cf. the comments in the introduction, *The Paudjaemtoues Letters*. If *P. Berlin 13619 (C7)* is correctly dated, then our papyrus must have been written on 18 November, 229 BCE.

¹⁶ Cf. note 16 to *P. Berlin 13619 (C7)*.

C10

P. Berlin 13579

REPORT OF MISFORTUNES

DATE: Ptolemaic (5 Hathyr, year 19, probably 22 December, 229 BCE; cf. note 11 *infra*)
SIZE: 7 cm wide by 30.5 cm high; the top of the letter is missing
LINES: x+20, parallel to the fibers, on the recto; the verso is blank
PARTIES: Lost, but the sender is presumably the scribe
SCRIBE: Not stated, but to judge from the handwriting the text comes from the pen of Paudjaemtoues; cf. note 11 *infra*
PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 198

Because of the lost beginning and the cryptic tone, the content of this letter is not entirely clear. It seems to begin with a lament from the sender that, following the departure of Hakoris, misfortune has befallen him. A certain Hor is said to be responsible for what has happened and the writer stresses that Khnum is in no way to blame. Hakoris had traveled to Philae and spoken to a certain Tegeritre on his behalf, but to no avail. Subsequently, the sender had personally gone to Elephantine, where he was currently staying. If Paudjaemtoues is indeed the author of the letter (cf. note 11), he presumably had come to Elephantine from Thebes, from where he had written over a year earlier (*P. Berlin* 13619 [C7]). He was thus familiar with events there (see *infra*). Upon arrival at Elephantine, he may have gone directly to the temple and so knew that Khnum was not against him. It may well be that he could not, or would not, leave the vicinity of the temple and so is writing this letter. The addressor complains that he had not been kept informed about what had occurred when Ahmose came to Elephantine, although the addressee had known what was happening. He then adds that the youths in Thebes are quite safe. He asks that, when Osirouer arrives (who is possibly one of the youths in Thebes), he be well looked after. In a postscript he requests that, if the addressee comes across the overseer-of-land, he inform him of what has been happening to the addressor.

RECTO

Report I x+1 "[...] of sailing which Hakoris made.¹ x+2 I sent (word) to you concerning them. There is no x+3 evil outcome² without (the) hand (of) Hor doing (it).³ Khnum⁴ did not x+4 cause them to arrive by his hand. I found (out) that x+5 he⁵ went

¹ The beginning of the text is lost but, given that the extant section is 30.5 cm high, it is unlikely that much is missing. K.-Th. Zauzich has plausibly suggested that, after the address and greetings, the text could have begun: "Many are the misfortunes which have happened to me since the day of sailing which Hakoris made."

² The papyrus is slightly damaged and the reading *sgy byn* not certain. On *sgy* meaning "outcome," "result," cf. W. Erichsen, *Glossar*, 482.

³ That is, when there is evil about, you can be sure that Hor will be involved.

⁴ The reference is to the deity. I originally took Khnum as a personal name (possibly with *i.ir-di-s* lost at the edge of the papyrus), but on reflection I think the writer is emphasizing that the troubles are due to a certain individual, Hor, and that no blame should be apportioned to the deity.

⁵ "He" = Hakoris.

- to Philae. He said many things ^{x+6}to Tegeritre⁶ of my affair(s).⁷ ^{x+7}He did not receive (a) thing at his voice of my affair(s).⁸
- Report II ^{x+8}"I have come to (the) temple of Elephantine ^{x+9}with my men (and) I am at the place-(of)-rest⁹ (of) Khnum.
- Complaint ^{x+10}"(As for) the things concerning which (the) fodderer¹⁰ Ahmose came ^{x+11}here, you heard them (but) you did not ^{x+12}send (word) to me concerning that which happened to you.
- Report III ^{x+13}"There is no (harm) to the young ones who ^{x+14}(are in) Thebes and the men who (are) there.
- Instruction I ^{x+15}"Osirouer son of Ahertais, when he comes south, ^{x+16}let it be ordered to cause them to look after him."
- Date ^{x+17}Written in year 19, Hathyr, (day) 5.¹¹
- Instruction II ^{x+18}"If you meet with¹² the overseer-(of)-land,¹³ ^{x+19}let him find (out) the things which are happening ^{x+20}to me."

⁶ Dem. *Tgrtre*; cf. G.R. Hughes in *Fs Lüddeckens*, 76. The structure of the word strongly suggests a Meroitic name; cf. M.E. Hainsworth in *Akten des 1. Internationalen Ägyptologenkongresse zu Cairo, 2.-10. Okt. 1976*, ed. W.F. Reineke (Berlin, 1979), esp. 278, for the writing of the name of the Meroitic king Tegerideamani.

⁷ Dem. *š-shn* = "matter," "business," "affair;" cf. W. Erichsen, *Glossar*, 71. It can also mean "fortune;" cf. J.D. Ray, *The Archive of Hor* (Oxford, 1976), 187 (reference courtesy of K. Donker van Heel).

⁸ Although Hakoris pleaded on the sender's behalf, his requests fell on deaf ears.

⁹ Dem. *wy-htp* is used to describe both a tomb and a sanctuary; cf. P.W. Pestman-J. Quaegebeur-R.L. Vos, *Recueil de textes démotiques et bilingues* (Leiden, 1977), II, 76-78. In the present context the reference seems to be to the burial-place of the sacred rams, which was located just to the north of the temple of Khnum; cf. W.J. Murnane, *The Penguin Guide to Ancient Egypt* (Harmondsworth, 1983), 324, and the photograph in B. Porten, *Archives from Elephantine*, Plate 8b.

¹⁰ K.-Th. Zauzich was unsure about the reading, but in all probability it is correct. On *brh*, "fodderer," "the person responsible for feeding cattle," cf., most recently, D. Devauchelle, *Ostraca démotiques du Musée du Louvre* (Cairo, 1983), I/1, 92-93.

¹¹ The handwriting would suggest that this text was written by Paudjaemtoues son of Pshentaihet; cf. the introduction, *The Paudjaemtoues Letters*. If *P. Berlin 13619 (C7)* is correctly dated, then our papyrus must have been written on 22 December, 229 BCE.

¹² Dem. *h' irm*, literally "to stand with."

¹³ As W. Spiegelberg noted, *Die demotischen Papyri Loeb*, 13 note 5, this title can apply to both a high official and a simple local administrator. In the present context, it would appear to be a reference to the senior official who, assisted by a body of "land-measurers," was responsible for the administration of the arable land in this part of Egypt (although how far his jurisdiction stretched is not ascertainable; cf. B.G. Trigger et al., *Ancient Egypt: A Social History* (Cambridge, 1983), 332-333. An overseer-of-land is also mentioned in the Paudjaemtoues letter *P. Berlin 23622* (unpublished; cf. the introduction to these letters).

The Papers of Eskhnumpet II (C11-14)

The four papyri which follow all probably relate to the affairs of one individual, the *lesonis* Eskhnumpet son of Esnebankh (cf. note 1 to *P. Berlin* 15522 [C12], and note 1 to *P. Berlin* 13565 [C13]), although apart from the presence of Eskhnumpet, either as sender or addressee, nothing links the texts directly one with the other. One of the papyri is, however, securely dated, which allows the chronology of events to be mapped out as follows:

- 11 Aug, 219 BCE Eskhnumpet writes to the administrator of Tshetres asking for assistance in his attempt to be appointed *lesonis* in the temple of Khnum (*P. Berlin* 13543 [C11]).
- 2 April, 216 BCE Eskhnumpet, now *lesonis*, is instructed to have the emmer from the temple-domain gathered and delivered to the royal granaries on the basis of the previous year's crop survey (*P. Berlin* 15522 [C12]).
- 10 Aug, 216 BCE Eskhnumpet, having sent a *wab*-priest to the victory celebrations at Alexandria, seeks clarification on whether, and by whom, the *wab*-priest is to be instructed to return (*P. Berlin* 13565 [C13]).
- 9 Nov, 205 BCE There is a lack of clarity about who instructed whom to hand over some money. Eskhnumpet is told that Tyqy had said that it was Eskhnumpet who was responsible (*P. Berlin* 15521 [C14]).

As well as these four papyri, a *lesonis* Eskhnumpet is also known from other unpublished papyri (*P. Berlin* 13542, 13559, 23580, 23637, 23641, 23665 and 23704; cf. W. Clarysse, *Pros. Ptol.* IX [1981], 58-59, No. 5389). If these all refer to one and the same individual, then it leads one to question whether the *lesonis* Eskhnumpet who is mentioned in *P. Berlin* 13568 (C5) should not also be identified with this *lesonis*. *P. Berlin* 13568 would then date to 18 December, 204 BCE, rather than 12 January, 303 BCE, as W. Erichsen suggested.

C11

P. Berlin 13543

PROMISE OF PAYMENT IN RETURN FOR BEING APPOINTED *LESONIS*

DATE: Ptolemaic (29 Payni, year 3, possibly 11 August, 219 BCE; cf. note 6 *infra*)
 SIZE: 7 cm wide by 32.5 cm high
 LINES: 12, parallel to the fibers, on the recto; the verso is blank
 PARTIES: From Eskhnumpemmet son of Esnebankh to Herakleides, administrator of Tshetres
 SCRIBE: Eskhnumpemmet, the sender
 PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 195

Eskhnumpemmet writes to the administrator of Tshetres asking him to intercede on behalf of his candidacy for the office of *lesonis* in the temple of Khnum. Responsibility for the appointment lies with the chief of the Thebaid, to whom Eskhnumpemmet had written concerning the induction money of 20 deben which he had to pay to obtain the position. If the administrator of Tshetres assists him in his application, he promises to pay him a sum of 5 deben, in four installments, one every three months, over a ten month period beginning the following month. It is difficult not to see this payment as a bribe (see *TAD* A4.2 [B14]). That Eskhnumpemmet was ultimately successful in his application, we know from *P. Berlin* 15521 (C14), where as *lesonis* of Khnum he appears as a recipient of a letter from a certain Belle concerning the delivery of a sum of money.

RECTO

Internal Address ¹Eskhnumpemmet son of Esnebankh (is) ²the one who says (to) Herakleides, he of Tshetres:¹
 Request and Promise ³"If it is pleasing to you ⁴and you pursue² my affair(s) in the presence of³ the chief (of) the Thebaid⁴ ⁵and cause (me) to be made *lesonis* (of) Khnum for the money, 20 (deben), ⁶concerning which⁵ I sent (word) (to) the chief (of) Thebes, I will ⁷give money, 5 (deben), makes 25 staters, makes money, 5 (deben), again, ⁸to the house (of) he of Tshetres.

¹ "He of Tshetres," dem. *Pa-tš-št-rsy*, denotes the administrator of Tshetres, a title which is perhaps the Egyptian equivalent of the Persian "frataraka," a post which combined civil and military duties; cf. B. Porten, *Archives from Elephantine*, 44-45, and E. Bresciani in *The Cambridge History of Judaism*, ed. W.D. Davies-L. Finkelstein (Cambridge, 1984), I, 364-365. Tshetres designated Upper Egypt at least as far as Armant; cf. F. Ll. Griffith, *Catalogue of the Demotic Papyri in the John Rylands Library Manchester* (Manchester, 1909, reprinted Hildesheim, 1972), III, 143 note 2, B. Porten, *Archives from Elephantine*, 42-43, and E. van 't Dack, *Ptolemaica Selecta* (Leuven, 1988) = *Studia Hellenistica* 29, 286 and 319 note 47 (although R. Müller-Wollermann in *Life in a Multi-Cultural Society*, 245-246, would restrict it to the southernmost nome or the area around it). Responsibility for appointing the *lesonis* of Khnum at Elephantine lay not with the governor of Tshetres but with the chief of the Thebaid (while some 270 years earlier it lay with the Persian satrap; cf. *P. Berlin* 13540 [C1]).

² Rather than translate *mtw-k ir pšy(zy)* as the apodosis of the conditional clause (so K.-Th. Zauzich), I take it as the continuation of the protasis; cf. J.H. Johnson, *Demotic Verbal System*, 289. The apodosis of the conditional is to be found in *iw-zy di.t* (lines 6-7). *ir*, literally "to do," "to make," is translated by "pursue" here.

³ *i.ir-ḥr* is translated by "to" in line 3, "if it is pleasing to you," and by "in the presence of" here.

⁴ Dem. *ḥry Niw.t*, possibly the Greek *thebarch*; cf. C. Betrò, *EVO* 7 (1984), 50, and C. Préaux, *L'économie royale des Lagides* (Brussels 1939, reprinted New York, 1979), 526-527, and R. Müller-Wollermann in *Life in a Multi-Cultural Society*, 245-246, who highlights the financial aspect of the position.

⁵ For the translation, cf. M. Smith, *op. cit.*, 196 note on *P. Berlin* 13538 (C16).

Payment Dates "Their time ⁹of giving: year 3, Epeiph, money, 1 (deben) 5 kite; year 4,
¹⁰Phaophi, money, 1 (deben); Tybi, (money), 1 (deben); Pharmouthi, ¹¹money, 1
(deben) 5 kite; makes money, 5 (deben), again."

Scribe Wrote Eskhnumpemet ¹²son of Esnebankh

Date in year 3, Payni, day 29.⁶

⁶ For the suggested, but by no means certain, dating of the text to 11 August, 219 BCE, cf. note 1 to *P. Berlin 13565 (C13)*. K.-Th. Zauzich, *ed. princ.*, tentatively suggests that the "chief of the Thebaid" Herakleides may be identical with the *epistates* of Perithebes of the same name mentioned in *UPZ II*, 162, which would then date our text to 16 July, 114 BCE. This is also possible, although E. van 't Dack is very sceptical, *op. cit.*, 286.

C12

P. Berlin 15522

INSTRUCTIONS ON THE COLLECTION OF TAXES

DATE: Ptolemaic (19 Mecheir, year 6, possibly 2 April, 216 BCE, or 29 March, 199 BCE; cf. note 1 *infra*)
 SIZE: 4.5 cm wide by 36 cm high
 LINES: 24 (= 23, parallel to the fibers, on the recto; 1-line address, perpendicular to the fibers, on the verso)
 PARTIES: Perhaps from the scribe himself to Eskhnummet, the *lesonis*
 SCRIBE: Esmin
 PUBLICATION: K.-Th. Zauzich, *DPB* I

This letter falls into two parts. The first contains the orders sent to the *lesonis* on behalf of the chief of the Thebaid (doubtlessly from the royal court), in which he is instructed to proceed with the collection of emmer without waiting for the crop survey. He is to calculate the amount on the basis of the previous year's payment. When the survey has been carried out, there will have to be a second collection for the additional grain payment. In the second part of the letter the *lesonis* of Khnum is told to proceed in accordance with these instructions. He is to gather the emmer into the royal granaries and await the chief's arrival. He is not to delay. We are not told why the crop survey has yet to be carried out. Had there been civil unrest which had caused the delay or were administrative failures to blame?

RECTO

Internal Address ¹To Eskhnummet, ²the *lesonis*.¹
 General Order "(Word) was sent ³on behalf of² the chief (of) Thebes,³ saying, ⁴"Let them gather⁴ the emmer ⁵(of) [the] district (of) Tshetres⁵ ⁶into the granaries in accordance with the receipt ⁷(of) measuring⁶ which was brought in year 5 ⁸until they know that which they will (have to) ⁹bring (in) addition and they will ¹⁰collect them again."⁷
 Specific Order "Let ¹¹them gather the emmer ¹²of the temple-domain (of) Khnum in accordance with ¹³that which (is) written above. The emmer ¹⁴which the temple-domain⁸ ¹⁵of

¹ On the basis of the numbering *P. Berlin* 15521 and 15522 must have been found together. B. Porten suggests that the *lesonis* Eskhnummet of our text is the same person as the *lesonis* Eskhnummet of *P. Berlin* 15521 (C14). Such an abbreviation would be by no means unusual; cf. J. Quaegebeur in *Aspects of Demotic Lexicography*, 77. If this assumption is correct, then *P. Berlin* 15522 might date to 2 April, 216 BCE, or 29 March, 199 BCE; cf. note 1 to *P. Berlin* 13565 (C13).

² For the translation "on behalf of" instead of the more usual "to," cf. the comments of A. Farid, *MDAIK* 44 (1988), 32, where *i.ir-ḥr* is translated by *ὑπέρ* in the Greek text, and also K.-Th. Zauzich, *DPB* III, *P. Berlin* 13536, note on line 2.

³ Possibly the *thebarch*; cf. note 4 to *P. Berlin* 13543 (C11).

⁴ The translation of *ir wp.t* follows K.-Th. Zauzich, *op. cit.*

⁵ On Tshetres, cf. note 1 to *P. Berlin* 13543 (C11).

⁶ The size of the harvest has not yet been assessed but, rather than wait, the *lesonis* had been instructed to tax the cultivators for the moment at the same rate as the previous year. When a proper assessment has been made, then the farmers will have to pay the surplus (the crop for year 6 is evidently seen as being more plentiful than that of year 5).

⁷ For *edit. princ. sw 21*, "day 21," read *ḥn*, "again."

⁸ Between *r-di* and *pi ḥtp-ntr* there is an *n* written, which, as K.-Th. Zauzich notes, must be a scribal error.

Khnum⁹ ¹⁴gave ¹⁵to Pharaoh for year 5, ¹⁶let it¹⁰ be taken to¹¹ ¹⁷the granary of Pharaoh ¹⁸until the chief (of) the Thebaid arrives ¹⁹and let (an) order be issued¹² for these (things). ²⁰Do not delay for one hour ²¹while there is emmer on the street."¹³

Scribe ²²Wrote Esmin
Date in year 6, ²³Mecheir,¹⁴ day 19.

VERSO

External Address ²⁴To (space) 'Eskhnummet'.¹⁵

⁹ We are dealing with taxes on temple-land.

¹⁰ "It" means the same quantity of emmer which was paid in the preceding year. Any additional amount for year 6 will be paid when that year's harvest has been assessed.

¹¹ For the reading *r-r-(n)*, "to," cf. M. Smith, *Enchoria* 10 (1980), 198.

¹² Contra *edit. princ.*, *wšh-shn* should be translated as "to command," "to issue an order;" cf. W. Erichsen, *Glossar*, 447.

¹³ The *lesonis* should not delay, but ensure that the emmer is delivered to the royal granary as soon as it is ready.

¹⁴ The text dates to the beginning of April or the very end of March; cf. note 1 *supra*. April is normal for the grain harvest in Southern Egypt; cf. G.R. Hughes, *Saite Demotic Land Leases* (Chicago, 1952), 81 note 29 on the timing of the harvest at Thebes.

¹⁵ Cf. note 16 to *P. Berlin* 13619 (C7).

C13

P. Berlin 13565

REQUEST FOR AN ORDER TO RECALL A PRIEST FROM ALEXANDRIA

- DATE: 10 August, 216 BCE; cf. note 10 *infra*
 SIZE: 8 cm wide by 33.5 cm high
 LINES: 14 (= 13, parallel to the fibers, on the recto; 1 badly rubbed line, perpendicular to the fibers, on the verso)
 PARTIES: Eskhumpemet son of Esnebankh to [PN]
 SCRIBE: Not stated
 PUBLICATION: W. Spiegelberg and W. Otto, *Eine neue Urkunde zu der Siegesfeier des Ptolemaios IV und die Frage der ägyptischen Priestersynoden* (SBAW 1926, 2. Abh.); K.-Th. Zauzich, *Ägyptische Handschriften*, no. 35

In this official letter Eskhumpemet states that he and his colleagues were responsible for summoning the *wab*-priest Paret and sending him to the festival at Alexandria in honor of Ptolemy IV's victory at Raphia in 217 BCE, where he was to offer garlands to the Pharaoh. It appears from the second half of the letter that Paret, along with a *pastophoros*, had stayed on in Alexandria. Eskhumpemet asks that, if it is agreed that the prophet of Horus should personally write to tell Paret to leave, then these instructions should be relayed to the appropriate official to let Eskhumpemet know.

RECTO

- Internal Address ¹[Eskhumpemet]¹ son of Esnebankh (is) ²the one who says:²
 Report ³"We caused to come Paret son of Irethorerou, ⁴who (is) from the *wab*-priests of Khnum (and) the gods Adelphoi, the gods ⁵Euergetai (and) the gods Philopatores, ⁶to go to Alexandria with the garlands ⁷which are taken before Pharaoh³ for the festival of ⁸the victory (of) Pharaoh on Pachons 10.⁴

¹ The restoration follows W. Spiegelberg, who equates this individual with the writer of *P. Berlin* 13543 (C11) and the addressee of *P. Berlin* 13559; cf. the introduction to this section. This restoration should not be considered as proven. Spiegelberg had also equated him with the *lesonis* of *P. Berlin* 13568 (C5), which W. Erichsen dates to almost one hundred years earlier; but cf. the introduction.

² There is a space of one-and-a-half lines after "says," where one would expect to see the name of the addressee. Presumably the sender was uncertain to whom specifically the letter was to be addressed and left a vacant space which he could fill in later.

³ On the offerings of garlands to Pharaoh on the anniversary of the battle of Raphia, cf. line 38 of the Raphia Decree (H.-J. Thissen, *Studien zum Raphiadekret* [Meisenheim, 1966], 75-76).

⁴ This refers to the first annual celebration instituted in honor of the victory of Ptolemy IV over Antiochus III at Raphia on 22 June, 217 BCE (Pachons 10); cf. *CAH*, VII/1, 436-437.

Request "If it is pleasing ⁹that the prophet (of) Horus⁵ personally sends (word) to cause him to go out ¹⁰from the fortress⁶ with his *pastophoros*,⁷ without their having refused⁸ ¹¹that which is ordered here, let it be ordered ¹²to the one (in) whose name it is to cause (word) to be sent to me concerning it."⁹

Date Written ¹³in year 6, Payni, day 29.¹⁰

External Address **VERSO**
¹⁴[...] the writing (*space*) '...'.¹¹

⁵ The fact that the prophet of Horus is not named may mean nothing more than that he was known to both the sender and recipient of the letter.

⁶ Dem. *rs.t*; cf. S.P. Vleeming, *Enchoria* 15 (1987), 156-158, for the reading. I take this to be a reference to Alexandria, the sense being that the *wab*-priest had stayed there after the festivities. K.-Th. Zauzich, however (*DPB* III, *P. Berlin* 13566, note x+5), suggests that the *rs.t* refers to Qus (dem. *Rsn.t*) which is from where the sender of *P. Berlin* 13566 writes. *P. Berlin* 13566, like the above text, deals, *inter alia*, with the delivery of garlands. Despite the common subject matter, the internal evidence of our text does suggest that the *wab*-priest has lingered too long in Alexandria and that it is from there that he is being summoned.

⁷ *Pastophoros* = dem. *wn* (or *wn-pr*). They were not priests as such but assistants in the cult whose responsibilities included the execution of minor tasks such as carrying the shrine of the god (which is the literal translation of the Greek); cf. H.-B. Schönborn, *Die Pastophoren im Kult der ägyptischen Götter* (Meisenheim, 1976), and *LÄ* IV, 914. In *P. Berlin* 13566 (cf. K.-Th. Zauzich, *DPB* III), which probably dates to the same year as our text, there is another instance of a *pastophoros* delivering garlands.

⁸ Following K.-Th. Zauzich I read *n'n*, "to refuse;" cf. *DPB* III, *P. Berlin* 13580, note 8. E. Bresciani, *Der Kampf um den Panzer des Inaros* (Vienna, 1964), 118 note IX, 19, suggested the translation of "to delay," which would also be appropriate here.

⁹ Following K.-Th. Zauzich's translation of *n'n* by "to refuse," I understand "that which is ordered here" (i.e. Eskhumpemet's instructions issued from Elephantine) as the object of the verb. Alternatively, if *n'n* is translated by "to delay," then "that which is ordered here" should be taken as the subject of the following "let it be ordered," placed in anticipatory emphasis.

¹⁰ The letter was written on the 10 August, 216 BCE, nearly two months after the festivities in honor of the battle of Raphia.

¹¹ The traces after the space for the seal (cf. note 16 to *P. Berlin* 13619 [C7]) Spiegelberg took as the beginning of a name, *Pi-ti*.

C14

P. Berlin 15521

DELIVERY OF SOME MONEY

DATE: Ptolemaic (28 Thoth, year 18, possibly 9 November, 205 BCE; cf. note 1 *infra*)
 SIZE: 9 cm wide by 34.5 cm high
 LINES: 12 (= 10, parallel to the fibers, on the recto; 2-line address, perpendicular to the fibers, on the verso)
 PARTIES: Perhaps from the scribe Belle to Eskhnumpet son of Esnebankh, the *lesonis*
 SCRIBE: Belle
 PUBLICATION: K.-Th. Zauzich, *DPB* 1

In this, to us rather opaque, letter, the sender (possibly Belle the scribe) reports to Eskhnumpet, the *lesonis*, saying that he had received the earlier letters and had learned about the 2 deben of money. The sender had been told by Eskhnumpet that Tyqy had made Eskhnumpet give the money, but when the sender questioned Tyqy the latter had said that it was Eskhnumpet who had made him (i.e. Tyqy) hand over the money. The sender reports that he had done what he could and that the money had been credited towards the full amount which was due. In addition, Nakhtmin, the *epistates*, had been notified.

RECTO

Internal Address ¹(To) Eskhnumpet [son of] Esnebankh,¹ the *lesonis* (of) Kh[num].
 Receipt of Message ²"You caused these letters to be brought.² I heard³ these [things] ³concerning which you sent (word).⁴ You sent (word) on account of this money, 2 (deben), ⁴saying, 'Tyqy⁵ caused me to give it.'
 Report I ⁵"I asked Tyqy. He said to me (that) you are ⁶the one who sent (word) to me concerning it to give it to me.⁶ Those (things) which I ⁷could, I did. They are placed on account⁷ within ⁸the monies concerning which you sent (word) to me.
 Report II ⁸"They sent (word) to Nakhtmin ⁹son of Sebekhotep,⁸ who inspects in (the) temple (of) Elephantine."⁹

¹ On this individual, cf. the introduction to these texts. If W. Spiegelberg's assumption is correct and he is also the sender of *P. Berlin* 13565 (C13), then our text would date to 9 November, 205 BCE.

² On this expression, cf. the observations on *P. Berlin* 13538 (C16), note 2, and *P. Berlin* 13547 (C18), note 4.

³ B. Porten makes the interesting point that "heard" doubtless originates in a situation where the recipient was non-literate and the scribe read to him the letter. Two Aramaic letters also begin with "heard" (*TAD* A3.5:2, 3.6:2).

⁴ On this translation, cf. M. Smith, *Enchoria* 10 (1980), 196 note on *P. Berlin* 13538.

⁵ For the reading, cf. G.R. Hughes in *Fs Lüddeckens*, 76. In line 4 the scribe wrote *Tqy*, but *Tyqy* in line 5.

⁶ Tyqy said that it was Eskhnumpet who told Tyqy to give the money to the writer. The second of the three "to me"s should be "to him."

⁷ Dem. *šp n ip*, literally "to receive on account," which means to credit to someone's account; cf. C.J. Martin, *JEA* 72 (1986), 170 note 14. It is an expression frequently used to denote part-payment (often of debts). The meaning here is that the 2 deben had been received and credited against the outstanding monies.

⁸ An individual of this name wrote *P. Berlin* 15515 of 18 Mecheir of year 18 (unpublished; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, no. 82).

⁹ Dem. *ps rmt nty šn* = Greek *epistates*, the crown-appointed supervisor of the temple administration with specific responsibility for the financial obligations of the temple to the crown. There was one in each temple and also one at the head of a group of temples; cf. J.A.S. Evans, *A Social and Economic History of an Egyptian Temple in the Greco-Roman Period* (*Yale Classical Studies*, 1961), 200-203, F. de

Scribe ¹⁰Wrote Belle
Date in year 18, Thoth, day 28.

VERSO

External Address ¹¹Eskhumpemet (*sealing*) son of Esnebankh, ¹²[the] lesonis (of) Khnum.¹⁰

Cenival, *Les associations religieuses*, 155-156, and the important observations of D.J. Thompson, *Memphis under the Ptolemies* (Princeton, 1988), 109-114.

¹⁰ When the papyrus was rolled, tied and sealed, the scribe added the address. He first wrote "Eskhumpemet" and, after the seal, continued with "son of Esnebankh." This took him to the edge, so he then turned the rolled up papyrus around (from left to right) and wrote "[the] lesonis (of) Khnum" on the "back." Consequently, on the unrolled sheet "[the] lesonis (of) Khnum" appears right at the bottom edge of the papyrus, 2 cm "below" and upside down to "Esnebankh."

C15

P. Berlin 15527

ADMONITION FROM A PIOUS MAN

DATE: Ptolemaic (17 Phamenoth, year 18, possibly 23 April, 187 BCE; cf. note 13 *infra*)
 SIZE: 8 cm wide by 35 cm high
 LINES: 42 (= 23, parallel to the fibers, on the recto; the scribe then turned the papyrus over [from bottom to top] and added a further 18 lines on the verso, perpendicular to the fibers, plus a 1-line address at the bottom of the sheet, with a space between the first two words where the string and seal passed)
 PARTIES: From Horpakolludj to Espatou, Khnumemakhet and Osirouer, *wab*-priests of Haroueris
 SCRIBE: Hor (possibly the sender; the name would then be hypocoristic)
 PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 198

Horpakolludj, the writer, and three companions had come to Philae to worship and to visit the recipients of the letter. On route they had learned from the prophet of Khnum that the temples were undamaged. They had arrived two days earlier in Syene, where they had business to take care of, but they had not tarried there. Rather, they were in a hurry to meet the addressees in Philae and had left Syene at the crack of dawn. But the addressees had already left for Nubia, neglecting the cult-service in the Abaton in doing so. Horpakolludj orders them to return and resume their duties. He is angry at their behavior. His journey to Philae had been risky and he had only undertaken it in order to meet them and because of his piety. He is concerned about them, but they seem to think he is their enemy. They might be priests of Khnum-Haroueris, but he and his companions care more about the god than they do.

RECTO

Internal Address ¹Voice (of) Horpakolludj¹ before ²Espatou,² Khnumemakhet (and) Osir[ouer],
³the *wab*-priests (of) Haroueris:³
 Salutation "Oh, may Re cause ⁴their lifetime to be long.
 Report I "Phamenoth, day 17, happened. ⁵I came to Philae ⁶with Gemouhep son of
 'Khere',⁴ Pataoui ⁷son of Pakhe (and) Panefer son of Gemouhep, ⁸in order that we
 might worship (and) ⁹stay with you. We were told, ¹⁰'They went south to Nubia.'
 Concern ¹¹"Has it gone into your heart ¹²that we will not care⁵ (about) ¹³that which you
 are in more ¹⁴than you?⁶ We fear Khnum ¹⁵even more than you. ¹⁶Every
¹⁵misfortune ¹⁶which we received on the journey, ¹⁷it was on account of the things

¹ For the reading, cf. *Demot. Nb.* I, 806 (I owe this reference to G. Vittmann).

² Possibly the "bearer of Re, prophet of the statues, prophet of the staff of Khnum and *lesonis*" known from other Elephantine papyri; cf. K.-Th. Zauzich, *op. cit.*, note 2.

³ Here "the *wab*-priests of Haroueris," but on the verso "the *wab*-priests of Khnum." The addressees were clearly priests of the syncretistic deity Khnum-Haroueris; cf. note 1 to *P. Berlin 15518 (C23)* for references.

⁴ K.-Th. Zauzich's reading *Pa-rj* was questioned by G.R. Hughes in *Fs Lüddeckens*, 76. On the basis that the first sign is unlikely to be a *Pa* and that it does not look like *s* (compared to other writings in the same text), *h* suggests itself.

⁵ Literally "do the care," *ir pi rwš*.

⁶ In other words, "haven't you realized that we will be more concerned than you about where you are."

Instructions I	¹⁸ in question (and) to cause our gods to be safe ⁷ ¹⁷ that we endured them. ⁸ ¹⁹ "When this letter reaches you, ⁹ ²⁰ come to your temple. ²¹ Your breath, may it prosper. ²² Do not cease coming to (the) Abaton ¹⁰ ²³ in the night. Do not let VERSO ²⁴ the god punish me ²⁵ in some manner. ¹¹
Report II	"I asked ²⁶ Nanferibre, the prophet (of) Khnum, about ²⁷ the well-being (of) the temples. ¹² ²⁸ There is not any harm. ¹³
Report and Complaint	²⁹ "On (the) evening of day 15 ²⁸ I reached ²⁹ Syene. I did ³⁰ the things in Syene on day 16. ³¹ I did not rest in coming to stay ³² with you, rising early ³³ to come to Philae today in order that ³⁴ I might stay with you, it being ³⁵ (in) my heart. ³⁶ (But) it is as (an) enemy that ³⁵ you consider ³⁶ us. ¹⁴ ³⁷ Our hearts are well-disposed towards ³⁸ the god more than you.
Instructions II	"When you ³⁹ see this letter, do not delay (to come) ⁴⁰ to your temple."
Scribe	Wrote Hor
Date	⁴¹ (in) year 18, Phamenoth, day 17.
External Address	⁴² To (sealing) the <i>wab</i> -priests (of) Khnum. ¹⁵

⁷ *wḏt* has the basic meaning of "to be safe," "to prosper" or as a noun "well-being;" cf. W. Erichsen, *Glossar*, 108. In line 18 it is translated by "to be safe," in line 21 by "to prosper," in line 27 "well-being" and in line 37 "well-disposed." The scribe differentiates between the noun, *wḏy* (line 27), and the verb, *wḏt* (lines 18, 21 and 37); cf. K.-Th. Zauzich in *Aspects of Demotic Lexicography*, 110.

⁸ Literally "that we did them."

⁹ For the identical formula in an Aramaic letter see *TAD* A3.8:6-7 (B9).

¹⁰ The Abaton on the island of Bigeh, where Osiris was believed to be buried. It was a very sacred place to which unauthorized entry was prohibited and where silence prevailed; cf. in particular P. Dodgson (C26).

¹¹ Literally "in a manner," i.e. if they do not carry out the cult, the god will wreak vengeance and the writer will be one of those to suffer.

¹² The temples are presumably those in and around Syene, Elephantine and Philae.

¹³ This reference to damage to the temples and people fleeing south suggests a period of political unrest (so K.-Th. Zauzich in *Egypt and the Hellenistic World*, 424). The great native rebellion in the south of Egypt took place in the reign of Ptolemy V; cf. P.W. Pestman, *CdÉ* 40 (1965), 157-170, and K. Vandorpe, *CdÉ* 61 (1986), 294-302. If it is this period of rebellion to which our text alludes, then the date of year 18, Phamenoth 17, would place its composition on 23 April, 187 BCE. K.-Th. Zauzich, *op. cit.*, goes on to suggest that the flight of the priests might be directly linked to their participation in the rebellion. At the time the letter was written the rebellion was as good as over (it ended at the beginning of year 19 of Ptolemy V) and the priests, who had, perhaps, sided with the rebels, might have been fleeing to escape the vengeance of Pharaoh; cf. also E. Lanciers, *MDAIK* 43 (1987), 180. Hor's exhortation to them to return could, therefore, be seen as an official offer of clemency if they resume their priestly duties. For an Aramaic parallel to the combination "well-being"- "no damage/harm" see *TAD* A3.3:7 (B8).

¹⁴ The translation reflects the second tense.

¹⁵ Cf. note 16 to P. Berlin 13619 (C7).

C16

P. Berlin 13538

CAUSING STRIFE AND CHOOSING A WIFE

DATE: Ptolemaic (7 Hathyr, year 3)
 SIZE: 7.5 cm wide by 33 cm high
 LINES: 37 (= 24, parallel to the fibers, on the recto; the scribe then turned the papyrus over [from bottom to top] and added a further 12 lines, perpendicular to the fibers, on the verso, plus a 1-line address, perpendicular to the fibers)
 PARTIES: [PN] to Hortefnakht
 SCRIBE: Not stated
 PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 196-197

After acknowledging the receipt of an earlier letter, the content of which the unidentified sender has either acted upon or is aware of, he asks Hortefnakht to carry out the cult-service until the god delivers a successful outcome (presumably to the wrangle in which he has become embroiled). It transpires that the sender is involved in a dispute with a group of men who are attempting to have him removed from office and replaced by others. Indeed, his life has been nothing but trouble since his arrival at Syene. He seems to have enlisted the support of a certain Khnumemakhet, who has started legal proceedings against the trouble-makers, but to judge by his request to Hortefnakht to perform the cult-service, he is placing as much, if not more, faith in god. This dispute is not, however, his only concern. He is also being universally criticized for being single! He should take a wife, but he cannot decide between two women. Obviously unable to make up his own mind, he asks Hortefnakht to consult the oracle of Isis and let him know the answer.

RECTO

Internal Address ¹To Hortefnakht, the overseer (of) sacred wrappings:¹
 Salutation ²"Oh, may Re cause his lifetime to be long.
 Receipt of Message ³"This² letter ²was brought to me. ³I heard³ (about) your well-being. I heard ⁴all the matters concerning which you sent (word).
 Report I ⁵"I caused ⁵Pahor son of Adeliye⁴ to be brought. ⁶I made him very secure⁵ on account of you. ⁷The remainder (of the) matter(s) concerning which you sent (word), I ⁸know them.

¹ For this title, cf. note 6 to *P. Berlin* 13539 (C3).

² "This" refers to an earlier letter sent by Hortefnakht. The word "brought" may suggest that it was not to our addressor that Hortefnakht had originally written but to another party, who had passed the letter on; cf. the use of the same expression in *P. Berlin* 15521 (C14), and *P. Berlin* 13547 (C18). Alternatively, the expression may mean simply "you had this letter delivered to me" (which is certainly the meaning of "brought" in *P. Padua* x+30 and x+32 [C22]). Cf. the address on the Aramaic Hermopolis letters: "To PN from PN. To be delivered to Syene" (see *TAD* A2.2:18 [B2]). The Aramaic term *הית*, "brought," appeared once with reference to a letter in the official correspondence of Arsames (*TAD* A6.15:40).

³ See on *P. Berlin* 15521.2 (C14).

⁴ Dem. *šdrf*, following G.R. Hughes in *Fs Lüddeckens*, 76. The *Demot. Nb.* I, 50, equates it with the Meroitic name Adeliye.

⁵ *ṛd* means "to make secure," "to protect," the sense being that the sender was looking after Pahor at Hortefnakht's instigation. In line 30 it has the extended sense of "to reassure," but cf. note 20 *infra*.

Instructions	"Take care (of) yourself. ⁶ Perform (the) ritual ⁷ until the god ¹⁰ causes (a) favorable outcome ⁸ to happen.
Report II	¹¹ "Khnmemakhet ⁹ son of Paseri complained against ¹⁰ Pamun and Ahertais, ¹³ Eshor (and) the remainder (of the) men who desire ¹⁴ trouble with us. ¹¹ ¹⁵ Much ¹⁴ strife ¹⁵ (is) what has happened to me ¹⁶ since my arrival ¹² (in) Syene ¹⁷ in the presence of the troop commander, ¹³ (for) they desire ¹⁸ to cause the men (of) Afonti ¹⁴ to succeed me. ¹⁹ Those who made strife with me ²⁰ (are making strife) with the god as well. ¹⁵
Report III	"I am told ²¹ through every man who (is in) Elephantine (and) ²² Syene that, 'There is no woman (in) your ²³ house.'
Request I	"If it is pleasing ²⁴ to you, you (should) add (a) man to yourself, ¹⁶ VERSO ²⁵ speak before Isis on account of ²⁶ the woman whom I (should) take home ¹⁷ — ²⁷ Tshentahor daughter of Pakhnum ²⁸ and ¹⁸ Tshentareshi ¹⁹ ²⁹ daughter of Espemet — and ³⁰ send me the answer ²⁰ to reassure ²¹ (me). ³¹ It is (a) very great matter, ³² (else) I would not <send> its like ³³ to you.

⁶ Literally "protect yourself."

⁷ *i.ir ṛš* I take as the imperative. This makes better sense than translating it as an infinitive dependent on the preceding *hrḥ*.

⁸ On *shn nfr*, "favorable outcome," cf. J.D. Ray, *Enchoria*, 14 (1986), 91 note j.

⁹ The reading, other than the divine name, is by no means certain. The ending could also be read *rʿ*. Could it be a writing of *Hnm-ib-rʿ*?

¹⁰ *my r* = "to complain against," "to bring a law-suit against."

¹¹ I follow K.-Th. Zauzich's *Korrekturnachtrag*, taking *mrḥ* with the preceding relative clause and reading *n-n* rather than *n*.

¹² Literally "the arrival which I made."

¹³ This reference to appearing before the military commander and the following mention of "men (of) Afonti" (a military settlement) would suggest that our addressor was a soldier.

¹⁴ Afonti = Gr. *Aphonteus*, a military settlement near Syene where native Egyptian troops were stationed; cf. W. Spiegelberg, *AJP* 9 (1930), 59-60. See further the introduction to *P. Berlin 13593 (C33)* with references to Greek documents.

¹⁵ In other words, he has the gods on his side.

¹⁶ Why Hortefnakht should need to enlist the support of another when consulting the oracle is unclear. Did he need a witness or is the sender merely saying that Hortefnakht should appoint a deputy to fill in for him while he is away?

¹⁷ Consulting the oracle on matrimonial affairs is not uncommon; cf. *P. Florence 8700* (G. Botti in *Studi in memoria di Ippolito Rosellini nel primo centenario della morte* [Pisa, 1955], II, 13). The reference to Isis makes one think of her small temple at Syene; cf. E. Bresciani-S. Pernigotti, *Assuan* (Pisa, 1978). Equally the famous temple at Philae might be intended.

¹⁸ "and" means "or."

¹⁹ The names of the two prospective brides are of a formation unusual in the Ptolemaic period (i.e. "the daughter of Tahor," "the daughter of Tareshi"), which makes me wonder whether the signs read *T3-šr.t* at the beginning of both names are not to be read *ḥ s-ḥm.t*, "the woman;" cf. the writing of *s-ḥm.t* in line 22, which is more cursive than that in line 26. The clause would then read, "the woman Tahor daughter of Pakhnum or the woman Tareshi daughter of Espemet."

²⁰ Dem. *wšḥ* is frequently used to describe the oracular response; cf. J.D. Ray, *The Archive of Hor*, 187.

²¹ I translate *ṛd* by "to reassure" (cf. note 4 *supra*), contra the suggestion of M. Lichtheim, *Late Egyptian Wisdom Literature in the International Context* (Freiburg, 1983), 164, who suggests "abstinence," "continence."

Request II "If ³⁴there is (a) matter there, let ³⁵me ³⁴be sent (word) ³⁵concerning it."²²
 Date Written (in) year 3, Hathyr, ³⁶(day) 7.
 External Address ³⁷To (*sealing*) Hortefnakht.²³

²² This is a common concluding phrase in demotic letters; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, XVI. For other examples in texts published here, cf. *P. Berlin* 13544 (C17) and *P. Berlin* 13547 (C18). For an earlier Aramaic parallel cf. the expression, "send (word about) every matter (𐤀𐤎𐤅) which is in my house" (*TAD* A2.3:12 [B3]).

²³ This line is written 1.3 cm from the bottom edge of the verso. On the space between "to" and "Hortefnakht," cf. note 16 to *P. Berlin* 13619 (C7).

C17

P. Berlin 13544

ADVISING CONCILIATION

DATE: Ptolemaic (6 Mesore, year 1)
 SIZE: 4.5 cm wide by 38.5 cm high
 LINES: 40 (= 39, parallel to the fibers, on the recto; 1-line address, perpendicular to the fibers, on the verso)
 PARTIES: From Hor son of Pahetneter to the first prophet
 SCRIBE: Not stated
 PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 196-197

A certain Hor writes, possibly from Thebes, to the first prophet (perhaps of Amun) and thanks him for the efforts he has put in on his behalf. The first prophet has been embroiled in a quarrel with a man called Pahetneter (possibly the writer's father, although we are not told so), and Hor asks him to avoid stirring up the conflict again. He ought to realize that Pahetneter does not always mean what he says and he goes on to warn him that there are other parties who are trying to stir up their quarrel. Hor concludes by sending regards from the other *wab*-priests (who are so many that there is not space to mention them all by name) and reassures the first prophet that they have been following his instructions. This is a stylish and elegant letter in both handwriting and grammar. The scribe has clearly put considerable effort into its composition, citing aphorisms on hasty speech (lines 15-17) and fraternal feelings (25-27).¹

RECTO

Internal Address ¹Voice (of) Hor son of Pahetneter ²before his lord, the first prophet:²
 Salutation ³"I make your blessing(s) ⁴before Amun, the great god. Oh, may ⁵Re cause his lifetime to be long.
 Receipt of Message ⁶"Pshenpaouer reached here. ⁷I heard (about) your well-being and ⁸the care which you are doing ⁹on account of me.³ It is ¹⁰good (that) we are with you ¹¹as (a) younger brother.⁴
 Advice "As for their ¹²remainder,⁵ do not let ¹³disdain happen between you and ¹⁴Pahetneter again. ¹⁵He says things with ¹⁶his mouth which are not ¹⁷in his heart.⁶ ¹⁸It is good (that) you ¹⁹are going to the god, ²⁰your hearts satisfied.⁷ ²¹There are other people who ²²are saying things. ²³Do not leave them ²⁴rejoicing

¹ For an aphorism in an Old Kingdom letter see *P. Berlin* 8869.8 (A1).

² The first prophet of a temple was the high priest; cf. A.B. Lloyd, *Herodotus Book II Commentary* 1-98, 169. Given that Amun is the deity mentioned in the following section, it is possible, but not certain, that our first prophet was attached to the famous temple at Thebes and that the letter was sent from there and addressed to the first prophet of Amun (who, as we learn from line 34, had sailed away from the place where the writer was based, presumably to Elephantine). Alternatively, the letter could have been sent to the first prophet of Khnum at Elephantine, and the mention of his departure a reference to an earlier visit to Thebes.

³ That is, "the trouble you are going to on my behalf."

⁴ Hor is grateful that the first prophet is looking after him as he would after a younger brother; cf. note 8 *infra*.

⁵ "Their remainder" are the other matters which Hor heard about from Pshenpaouer.

⁶ On this aphorism for hasty and foolish talk, cf. M. Lichtheim in *Fs Lüddeckens*, 131-132.

⁷ This phrase is seen by M. Smith, *op. cit.*, 197, as a euphemism for dying, the point being that the disputants should resolve their differences in this world rather than the next.

	over you. ²⁵ Whatever ²⁶ happens, ⁸ there is no man except ²⁷ (a) man with his brother. ⁹ If you consider it, ²⁸ you will find it. ¹⁰
Greetings	"The <i>wab</i> -priests ²⁹ who (are) here, they are asking about your ³⁰ well-being. They are (too) many to send (word) ³¹ to you about. I never ³² found that ³³ your instruction was not ¹¹ (done) ³⁴ after you set sail. ¹²
Request	³⁵ "If ³⁶ there is (a) matter there, let it be ordered ³⁷ to send (word) to me concerning it." ¹³
Date	³⁸ Written in year 1, Mesore, ³⁹ day 6.
	VERSO
External Address	⁴⁰ To (<i>sealing</i>) the first prophet. ¹⁴

⁸ Literally "as for anything which on earth happens."

⁹ This reference to fraternal feelings (cf. the sentiments expressed in lines 10 and 11) looks like some sort of proverb, which, as K.-Th. Zauzich suggests, seems to have the underlying sense of "every man is the brother of his fellow-men" or "no-one lives for himself alone." M. Lichtheim, *op. cit.*, 137, is reminded of Cain's famous remark, "Am I my brother's keeper?" (Gen. 4:9). In an Aramaic letter, the writer emphasizes his concern for a third party with the statement, "Verily, is not Ḥarwodj my brother?!" (TAD A2.3:8 [B3]).

¹⁰ That is, "if you think about it, you'll realize that it is right."

¹¹ This is a complicated sentence, with an unusual, but deliberate, word order. Following K.-Th. Zauzich I take *mr-w* as an unetymological writing of *bw-ir-w* (*ir*) = Coptic *meu*.

¹² Literally "after taking the sailing which you did." I take this to mean that the first prophet had sailed from Thebes and left instructions behind.

¹³ On this expression, cf. note 21 to *P. Berlin* 13538 (C16).

¹⁴ On the space between the "to" and "the first prophet," cf. note 16 to *P. Berlin* 13619 (C7).

C18

P. Berlin 13547

FEEDING THE SACRED FALCONS

DATE: Ptolemaic (24 Thoth, year 3)
 SIZE: 5.5 cm wide by 19.5 cm high
 LINES: 13, parallel to the fibers, on the recto; the verso is blank. Palimpsest
 PARTIES: From Khnumemakhet to Horoudja
 SCRIBE: Not stated
 PUBLICATION: K.-Th. Zauzich, *DPB* I

Khnumemakhet reports to Horoudja to say that he has acted upon an earlier letter of Horoudja and has arranged for the *pastophoros*, sent by the latter, to collect donkey-meat for the feeding of the sacred falcons, presumably at the nearby temple of Philae.

RECTO

Internal Address ¹Voice (of) Khnumemakhet before ²Horoudja, the scribe-(of)-eyes:¹
 Salutation ³"Oh, may Re cause <his> lifetime to be long.
 Receipt of Message ⁴"This² letter³ was brought to me⁴ on account of ⁵the food (of) the falcon.⁵
 Report "I caused ⁶(the) meat⁶ (of) ten donkey(s) to be given ⁷to the *pastophoros*⁷ whom you caused ⁸to come in accordance with that ⁹concerning ⁸which you sent ⁹(word).
 Instructions "If ¹⁰there is (a) matter there, let ¹¹it be ordered to send (word) ¹²to me concerning it."⁸
 Date Written ¹³in year 3, Thoth, (day) 24.

¹ Dem. *sh ir.t.w* is the title of scribes responsible for counter-signing texts; cf. P.W. Pestman-J. Quaegebeur-R.L. Vos, *Recueil de textes démotiques et bilingues*, I, 159-161.

² "This" refers to an earlier letter; cf. note 2 to *P. Berlin* 13538 (C16).

³ K.-Th. Zauzich read *bk*, "letter," with hesitation, while G.R. Hughes interpreted it as some kind of vegetable foodstuff (it is written with the plant determinative). I believe *bk* to be correct (or more exactly *bke*) and this is supported by the fact that there are some quite idiosyncratic writings of the word in the Elephantine papyri; cf. e.g. *P. Berlin* 13538 (C16).

⁴ The fact that the letter was brought to him suggests that it was to someone else that Horoudja had written, but because the matter was concerned with the sacred falcon it had been passed on to Khnumemakhet; but cf. note 2 to *P. Berlin* 13538 (C16).

⁵ Doubtless the sacred falcon, worshipped at nearby Philae, at Edfu and countless other places throughout Egypt; cf. *LÄ* II, 93-97.

⁶ The reading seems certain, despite K.-Th. Zauzich's slight hesitation. The determinative is unusual, but not dissimilar from some hieratic writings of the sign; cf. G. Möller, *Hieratische Paläographie* (Leipzig, 1927-1936, reprinted Osnabrück, 1965), II, no. 178 (under *Ndm.t*).

As K.-Th. Zauzich noted, it is quite conceivable that the sacred bird of Horus was fed with the flesh of the donkey, one of the animals of Seth, but the meat of ten donkeys would be a considerable quantity of meat. Without doubt, this was intended for the needs of all the falcons kept by the temple, not for just one bird, and we know from excavations and from textual evidence just how large these could be; cf., for example, O. Hor no. 8, recto, line 18, "bring your clover, this food (for) the 60,000 ibises" (J.D. Ray, *The Archive of Hor*, 41).

⁷ For this title, cf. note 7 to *P. Berlin* 13565 (C13).

⁸ On this expression, cf. note 21 to *P. Berlin* 13538 (C16).

C19

P. Berlin 13587

DENIAL OF RECEIPT OF MONEY

DATE: Ptolemaic (6 Pachons, year 24, possibly 20 June, 223 BCE; cf. note 11 *infra*)
 SIZE: 6 cm wide by 27.5 cm high (the top part of the papyrus is missing, although not much more than the address is lost)
 LINES: x+15, parallel to the fibers, on the recto; the verso is blank
 PARTIES: Possibly from Paret son of Eskeyshouty to Eskhnummet, the first prophet
 SCRIBE: Not stated, but presumably the sender
 PUBLICATION: K.-Th. Zauzich, *DPB I*

A certain Paret son of Pahor had written to the sender of this letter to inform him that Paret son of Irethorerou had said that he had given the money to the sender on his (i.e. Paret son of Pahor's) behalf. The sender, Paret son of Eskeyshouty, had not received the money and he now writes from Abydos to Eskhnummet, the first prophet, to inform him of this and to express his willingness to confirm it under oath.

RECTO

Salutation x+1 "I make the blessing(s) (of) Eskhnummet, x+2 the first prophet,¹ before Osiris, Horus (and) Isis, x+3 the gods of 'Abydos',² (that) they should cause x+4 you to be exalted³ among the praised (ones)⁴ (of) Khnum, x+5 the great god.
 Receipt of Message "Paret son of Pahor⁵ sent (word) to me x+6 on account of (the) 4½ kite, saying, x+7 'Paret son of Irethorerou x+6 said, as follows, x+7 'I⁶ gave it x+8 (to) Paret son of Eskeyshouty⁷ (in) your⁸ name.'"

¹ For this title, cf. note 2 to *P. Berlin 13544 (C17)*.

² This reference to the gods of Abydos would indicate that Abydos was the origin of the letter.

³ On *qy* meaning "to be exalted," cf. M. Smith, *Catalogue of Demotic Papyri in the British Museum, III, The Mortuary Texts of Papyrus BM 10507* (London, 1987), 180.

⁴ "The praised (ones of) Khnum," dem. *ḥsy*, denotes "the glorified dead," those who were the subject of special veneration. The exact significance of the word is still under debate (cf. the excellent discussion in J. Quaegebeur, *OLP* 8 [1977], 138-140), but in the present context it would appear to denote a wish that the gods of Abydos will grant Eskhnummet a special place among the entourage of Khnum. The term occurs as a loanword (ܫܝܫܝ) in an Aramaic funerary stela (*Corpus Inscriptionum Semiticarum* II/1 141:4).

⁵ If this Paret son of Pahor is the same individual whom we meet in *P. Berlin 13535 + 23677 (C32)*, this would lend additional support to the dating of our document.

⁶ "I" = Paret son of Irethorerou. The use of direct speech and suffix pronouns makes it difficult to identify who is speaking/being referred to.

⁷ To the examples of this name noted by H.-J. Thissen, *Enchoria* 2 (1972), 45-46, can be added the Louvre and Berlin papyri published by G. Vittmann, *Enchoria* 15 (1987), 109, and the similar, though not identical Aramaic אַסְכִּישׁוּתִי (*TAD* B4.4:19). It seems highly probable that this Paret son of Eskeyshouty is the sender of this letter.

⁸ "Your" = Paret son of Pahor.

- Report ^{x+9}“There is no money which ^{x+10}Paret son of Irethorerou ^{x+9}gave to me ^{x+10}(in the) name (of) ^{x+11}Paret son of Pahor. There is no ^{x+12}money which he gave, I repeat.⁹
- Oath ^{x+13}“Osiris, the great god, will cause me to stand ^{x+14}before the first prophet without falsehood.”¹⁰
- Date ^{x+15}Written in year 24, Pachons, day 6.¹¹

⁹ Dem. *ḥn sp-2*, literally “again, again.”

¹⁰ Literally “there being no falsehood” (dem. *dḥ*). It seems likely that he is declaring his willingness to take an oath to prove that he is speaking the truth.

¹¹ If Paret son of Irethorerou is the same individual whom we meet in *P. Berlin* 13565 (C13), then our text would date to 20 June, 223 BCE, but this can be no more than a possibility.

C20

P. Berlin 15607

COMPLAINT RE CONSULTATION OF AN ORACLE

DATE: Ptolemaic (30 Phaophi, year 3)
 SIZE: 6 cm wide by 17 cm high (the beginning of the text is missing)
 LINES: x+16 (= x+11, parallel to the fibers, on the recto; 5, perpendicular to the fibers, on the verso)
 PARTIES: Probably from the scribe Petiese to [PN]
 SCRIBE: Petiese
 PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 198-199

Petiese complains to the addressee that his request of the latter to consult the oracle of Isis (on Philae?) on his behalf has gone unheeded. He demands a reply and insists that the oracle be consulted about his well-being, that of his woman, some youngsters, his property and other matters which affect a mutual acquaintance (or Petiese himself).

RECTO

Prior Message x+1 "[I sent to you a] letter earlier x+2 in order to ask (about) my well-being¹ x+3 before Isis and (that of) the young-x+4 ones and the journey[s] x+5 which I will still be making.

Complaint "You did not x+6 send (word) to me (concerning) anything to which x+7 you gave attention.²

Instructions "Let x+8 it be ordered to cause (one) to ask (about) my x+9 well-being today and the well-being (of) x+10 my³ woman⁴ and the young-x+11 ones⁵ and the well-being (of) the VERSO x+12 place⁶ (of) mine and x+13 the thing(s) which I said to you, x+14 which affect⁷ this man."⁸

Scribe x+15 Wrote Petiese son of Peti-^r...¹.

Date x+16 in year 3,⁹ Phaophi, day 30.

¹ Dem. *šn pty(=y) wdi*. In later demotic it may well have the extended meaning of "to greet;" cf. note 9 to *P. Berlin* 15518 (C23). Here it refers to the consultation of the oracle (cf. *P. Turin* 1973.19 [A8]), although B. Porten suggests that it might refer to uttering a prayer before the god; cf. the note to *TAD* A2.3:3 (B3).

² For the translation, cf. M. Smith, *Enchoria* 10 (1980), 198-199.

³ "My" is written phonetically as *ty*, "here." For another example, cf. E. Cruz-Urbe, *Saite and Persian Demotic Cattle Documents* (Chico, California, 1985), 16 note VI.

⁴ The scribe has written *s-ħm.t*, "woman," which is sometimes used with *ty(=y)* to mean "wife;" cf. W. Erichsen, *Glossar*, 307.

⁵ Dem. *ħm-ħl.w*, "young-ones," possibly his children, but it can also mean "slaves" or "servants."

⁶ *s.t.*, "place" (sometimes "burial-place"), may have the general meaning of "property" here and may be compared with the use of the word in *P. Louvre* E 7839 (G.R. Hughes, *Saite Demotic Land Leases*, 72 note g, and M. Malinine, *Choix de textes juridiques* [Paris, 1953], 100) and in *P. BM* 10117 (N.J. Reich, *Papyri juristischen Inhalts in hieratischer und demotischer Schrift* [Vienna, 1914]).

⁷ *sh*, "to interfere with," "to damage," but here "to concern," "to affect;" cf. note 4 to *P. Berlin* 13619 (C7).

⁸ "This man" is presumably a mutual acquaintance, or possibly the writer himself (poetically expressed).

⁹ "Year 4" could also be read.

C21

P. Berlin 15609

PROMISE TO PAY

DATE: Ptolemaic (21 Choiak, year 18)
 SIZE: 7.5 cm wide by 29 cm high (the top part of the papyrus is missing)
 LINES: x+9, parallel to the fibers, on the recto; the verso is blank
 PARTIES: Presumably from the scribe, Pshenpamerihet son of Hemnetersosir, to [PN]
 SCRIBE: Pshenpamerihet son of Hemnetersosir
 PUBLICATION: K.-Th. Zauzich, *DPB* 1

The text records the dates of payment of 2 kite to the house of the *lesonis*. The payments are to be made in two equal installments, two months apart, in Tybi and Phamenoth of year 18 and concern some activity which stretched for a year from the first of Epeiph of year 17 through to the end of Payni of year 18. We can only speculate over the purpose of the payments. They may relate to the repayment of a loan or, as K.-Th. Zauzich suggests, possibly to fees for certain priestly functions (for example, induction fees for taking up priestly office or tax collection on behalf of the temples).

RECTO

Duration ^{x+1}"Horbek¹ (in) Elephantine, Syene, the southern district² (and) ^{x+2}Philae³ from year 17, Epeiph, (day) 1, ^{x+3}to year 18, Payni, day 30, makes 12 $\frac{1}{4}$ months⁴ makes 1 year.

Payment ^{x+4}"I will give money, 2 kite, makes 1 stater, (makes) money, [2] kite, [again] — ^{x+5}their time (of) giving: year 18, Tybi, 1 kite, ^{x+6}Phamenoth, 1 kite: total — ^{x+7}to the house (of) the *lesonis*."

Scribe Wrote ^{x+8}Pshenpamerihet son of Hemnetersosir⁵

Date in year 18, ^{x+9}Choiak, (day) 21.

¹ Horbek I take to be the name of an individual, although the significance of the name in the context of the four place-names which follow is far from clear. K.-Th. Zauzich understood Horbek to be a deity, but he does not give any reasons for this interpretation.

² The inclusion of an area, "the southern district," alongside the three towns is interesting. Presumably it signifies the area immediately to the north of Elephantine and Syene. How far this stretched and whether it should be understood as signifying the first Upper Egyptian nome remain unclear. That it is an abbreviation for *pꜣ tꜣ tꜣ-šꜣ-rꜣsy*, the district of Tshetres, on which cf. note 1 to *P. Berlin* 13543 (C11), remains another possibility.

³ For a similar expression in Aramaic, cf. *TAD* B3.13:11sl (B46), "(any property) which you will find of mine in Elephantine or in Syene or in the province."

⁴ The $\frac{1}{4}$ signifies the five epagomenal days which occur after Mesore at the end of the year.

⁵ The reading of the name is not certain, as K.-Th. Zauzich noted. Petosiri would be an alternative suggestion.

C22

P. Padua (Museo Civico di Padova)

DELIVERY OF CEREALS

- DATE: Ptolemaic
SIZE: The letter is in two pieces, which do not join, and there is an unquantifiable number of lines missing in the middle, although the beginning and end of the sheet are intact. The first piece is 6 cm wide by 16.9 cm high; the second is 6 cm wide by 6.6 cm high
LINES: x+36 (= 18+x [11+7], perpendicular to the fibers, on the recto [where the text begins]. The scribe then turned the papyrus over, from the bottom to the top, and wrote a further 18+x [7+11] lines, parallel to the fibers, on the verso)
PARTIES: Not stated
SCRIBE: Not stated
PUBLICATION: E. Bresciani, *RSO* 37 (1962), 161-165

P. Padua is a draft letter, written from Elephantine (cf. line x+34) to be sent to el-Kab (cf. line x+31), and therefore contains no greetings or mention of either addressor or addressee and is not signed off or dated. It deals with a number of matters, but the addressor's primary purpose in writing was to request the delivery of some cereals. The addressee is in possession of seed-grain, but the sender asks for barley, emmer and bread. He stresses that there should be no young seed-grain in the delivery and then quite abruptly changes the subject to talk about a certain Imhotep who had run into trouble in Thebes. This leads him to inquire about the well-being of the addressee and his people and he asks the addressee to write to him to let him know that he is well. He adds that he had heard that a number of their friends (or colleagues/family) were in good health and then chides the addressee for not letting him know how he was or replying to his last letter (which he knew had arrived). The letter ends with an exhortation not to delay, presumably in sending the cereals, and then a reminder about the young seed-grain. The purpose of the delivery of cereals is not stated. It could be a business transaction or a domestic affair.

RECTO

Instructions I ¹“(During) the time in which the selected¹ seed-grain ²(is) in your presence, you should send to me ³barley, ¹bread¹² (and) emm[er] from the place in which ⁴you

¹ *sbt*, “to select,” is written with the house-determinative; cf. W. Erichsen, *Glossar*, 424, for a couple of other examples — doubtless borrowings from *sbt*, “wall.” “Selected” means “chosen,” i.e. that which has been specifically delivered, as opposed to any randomly selected.

² I read, with some uncertainty, *q*. The writing of *it*, “barley” (following E. Bresciani), is also a little unusual, but an alternative reading does not suggest itself.

- are. But do not⁵measure³ any young⁶seed-grain⁴ 'as barley (or) wheat'.⁵ 4½ kite
⁷per artaba '(of) wheat'⁶ here.⁷
- Report I "They said to us⁸ that [an] injustice⁹ happened (to) Imhotep⁹ the younger (in)
 'Thebes'¹⁰ on account of some¹⁰ gold which he gave¹¹ on account of¹¹ [...] x+12 [...].¹²
- Concern x+13 "[...] in Thebes Petimin son of x+14 '[Pe]tjenef',¹³ let him find x+15 that no
 harm (has befallen)¹⁴ any man who x+16 belongs to you (and) 'that'¹⁵ your face is
 rejoicing. x+17 Do not wait to send (word) to us x+18 of your well-being.

³ E. Bresciani read *hpr* before *h?*, "to measure," but I think the traces are more suitable to *ir*, which I take as the verb, with *h?* as the noun, literally "make (the) measuring of."

⁴ In Greek loans the grain to be returned is frequently referred to as νέος, "new," while in demotic texts the word used is normally *pr*, "seed;" cf. R.H. Pierce, *Three Demotic Papyri in the Brooklyn Museum* (Oslo, 1972), 74-76. In the unusual expression *hm pr*, "young seed-grain," i.e. "new seed-grain," the *hm* is redundant, as *pr* alone means "seed." It would appear that the scribe, using *hm* rather than the more usual *nfr*, has confused *sw nfr* with *pr*. For the meaning, cf. note 7 *infra*.

⁵ E. Bresciani read *s* (= *sw*), "wheat," and *it*, "barley," may be written before it. Alternatively, it could be a writing of *sw n*, "price," with the *n* and the determinative ligatured.

⁶ I read *hr pr rth sw dy*. I cannot see E. Bresciani's *iw-y dy*, and the traces do not look much like the clear *iw-y dy* in line x+33. The writing of *sw* seems to differ slightly from that in the preceding line, in that the *s* and *w* are written almost on top of each other.

⁷ The interpretation of this paragraph is difficult. It appears that the addressor is asking for barley, emmer and bread from the addressee, who has in his charge an unquantified amount of seed. One possible explanation for this may be that the seed was supplied by the addressor, who in return expects to receive the cereals and bread. This is, of course, the reverse of the procedure often found in loans, where the contracts state that the wheat loaned has to be returned as seed; cf. R.H. Pierce, *Three Demotic Papyri in the Brooklyn Museum*, 75. The final sentence, if my reading is correct, states the price of wheat at that time at Elephantine. The value of cereals plainly fluctuated (certainly over time and doubtless place) and different prices emerge from various documents. The 4½ (silver) kite per artaba of wheat is effectively the same as that mentioned in *P. Leiden 376* (Thebes, 127 BCE); cf. P.W. Pestman, *Marriage and Matrimonial Property in Ancient Egypt* (Leiden, 1961) = *P.L. Bat.* 9, 148-149 fn. 12. The reason for this reference is unclear. It may have been intended to enable the recipient to understand the price differential between grain in Elephantine and in el-Kab, which perhaps was of some assistance in the transaction (was the grain being bought in el-Kab for resale in Elephantine?).

⁸ The dem. is *dd-w s n-n* (ed. princ. *dd-w (n)n*).

⁹ The dem. reads *dd hpr [...]* *hl ly-m-hp*. E. Bresciani restored *ir* in the small lacuna, but this would appear to make the *hpr* redundant. I suspect that all that was written was *w*, "a," and restore accordingly. On *hl*, which I translate here by "injustice," cf. R. Daniel - M. Gronewald - H.-J. Thissen, *Griechische und demotische Papyri der Universitätsbibliothek Freiburg* (Bonn, 1986), 96 note d. 5 (to his examples should have been added our text and *P. Ox. Griffith 18* = E. Bresciani, *L'archivio demotico del tempio di Soknopaiu Nesos* [Milan, 1975]).

¹⁰ The reading is not certain.

¹¹ Dem. *iw-f di.t n.im-w*.

¹² The papyrus is torn at this point and I can make no sense of the traces of line 11. How many lines are missing between the two pieces of papyrus is not ascertainable, although it need not be many.

¹³ The reading is uncertain. On this name, cf. J. Quaegebeur in *Fs Lüddeckens*, 157-170.

¹⁴ He hopes that they are all in good health (dem. *mn d.t*, literally "there is no ill/harm," is a common phrase in letters; cf. *P. Berlin 13579* [C10]). For the combination "well-being" and "no harm," cf. *P. Berlin 15527* (C15) and in Aramaic *TAD A3.3:7* (B8).

¹⁵ There seems to be something written between *sk* and *ršy* which E. Bresciani read as *hpr* and translated by "that."

- Report II "I heard¹⁶ that **VERSO** x+19 no harm (has befallen) Taereou¹⁷ the elder¹⁸ and x+20 her young ones, Renpenofre x+21 the elder, Taire the younger, Taisedep¹⁹ x+22 (and) Tshenoueresh, the young ones (of) Imhotep x+23 [the] younger. (I heard that) no harm (has befallen) Nehemesese²⁰ x+24 [the elder] (or) Tshenkons,²¹ the young ones (of) Im^{x+25} [hotep ...].²² No harm (has befallen) [...] x+26 Phamenoth, day 30, until today.
- Complaint x+27 "You did not send (word) to me to cause me to hear (about) x+28 your well-being and (that of) those whom you are with.²⁴ x+29 There is a letter which I made for²⁵ you x+30 in the time in question. I caused it to be brought²⁶ x+31 to el-Kab.²⁷ They sent (word) to me that x+32 the letter in question was brought to you. You did not x+33 send (word) to me (in) accordance with it.²⁸
- Instructions II "I am here x+34 in Elephantine. Do not fail.²⁹ x+35 The priority³⁰ (is) the young seed-grain which was received x+36 for us."³¹

¹⁶ Dem. *sdm-y s*, not *sdm-y ps*.

¹⁷ The name should read *Ta-r.r:w*; cf. *Demot. Nb. I*, 389 (*Pa-r.r:w*), and F. de Cenival, *Enchoria* 15 (1987), 3, Inv. 264 line x+12.

¹⁸ It is strange the so many of the people named here are referred to as "the elder" or "the younger." This epithet is normally added to differentiate individuals of the same name. Could the scribe be using it here because he did not know their fathers' names?

¹⁹ The name should be read *Ti-spd.t*.

²⁰ Dem. *Nhm-s-s.t*.

²¹ E. Bresciani read *Ti-šr.t-imn*, but the god's name looks to be more like *Hnsw* than *Imn*.

²² E. Bresciani restored "the younger" in the lacuna, which suits the available space, but, given that the children of Imhotep the younger are mentioned earlier on, I wonder whether we should not read "the elder" here.

²³ The papyrus is torn at this point and an unquantifiable number of lines lost.

²⁴ E. Bresciani translates this line but has left it out of her transliteration.

²⁵ Literally "which I made in your presence," i.e. "sent to you."

²⁶ "Caused to be brought" must mean "had delivered" here; cf. note 2 to *P. Berlin* 13538 (C16).

²⁷ El-Kab, situated ca. 15 km north of Edfu, was the site of a town and a great temple to Nekhbet; cf. *LÄ* I, 1225-1227. It may be the destination of our letter.

²⁸ I read (*r*)-*h.t.f*, "(in) accordance with it" (*h.t* is written with the flesh determinative).

²⁹ Dem. *srr*; "to fail;" cf. J.D. Ray, *Archive of Hor*, 64 note m, and K.-Th. Zauzich, *DPB* III, *P. Berlin* 13580, note on line 13.

³⁰ Literally "that in front," hence "priority."

³¹ This is a difficult sentence to interpret. The sender ends the letter by urging speedy action and emphasizing that the young seed-grain was the most pressing of the various matters which he was writing about. This seed-grain, which he had earlier said was not to be included in the cereals he was sent, may have been received on his behalf. He therefore appears to be saying that, "even though the young seed-grain was brought for us, at all costs do not include any of it among the cereals you are sending."

C23

P. Berlin 15518

REPORT ON THE COMPLETION OF WORK

DATE: 11 March, 11 CE
 SIZE: 10 cm wide at the top by 23 cm high; 9 cm wide at the bottom
 LINES: 21 (= 17, perpendicular to the fibers, on the recto; 4 lines [in two columns], parallel to the fibers, on the verso)
 PARTIES: From a son (name lost) of Petiese to Petosiresmet son of Baiankh
 SCRIBE: Not stated
 PUBLICATION: K.-Th. Zauzich, *DPB* I

A son of Petiese writes to the prophet Petosiresmet to reassure him that some unspecified work, as well as that which he has requested beforehand, is being carried out in his name. If he seeks anything else, he should ask. The letter begins with a string of blessings and wishes that Khnum-Nikephoros take care of the recipient. It concludes with an inquiry about the well-being of two individuals and reassurance that Petosiresmet's daughter is well.

RECTO

Salutation ¹[... son of] Petiese (is he) who says the blessing(s) ²[for Petosires]met (son of) Baiankh ³here before Khnum-Nikephoros: ⁴"May he save you. May he 'cause ²you to be well. May he ⁵cause every right to be with you. ³ May he cause ⁶us to see you unharmed in ⁷good fortune ⁴ {unharmed in ⁸good fortune}. ⁵ There is no harm ⁹with us here.

Report I "We are doing the work ¹⁰(in) your name. The thing(s), moreover, ⁶ (which) you have said ¹¹to us on account of the prophet (of) Khnum, we will ¹²do them all.

Instructions "The thing which you desire ¹³here, send (word) to us concerning it."⁷

Date ¹⁴Written (in) year 40 (of) Caesar, Phamenoth, ¹⁵day 15.

¹ The Greek epithet *Nikephoros*, "bearer of victory," is written *nqpls*. This unusual loan-word is not found elsewhere to my knowledge (cf. W. Clarysse in *Aspects of Demotic Lexicography*, 10 and 26) and is also not an epithet which we would expect to find associated with Khnum. Could Khnum have acquired it from Haroueris, who is well-known as a god of war (cf. H. Bonnet, *Reallexikon der ägyptischen Religionsgeschichte* [Berlin, 1952, reprinted Berlin, 1971], 271-272) and with whom he was frequently assimilated (cf. note 3 to *P. Berlin 15527* [C15], H. Junker, *Die Onurislegende* [Vienna, 1917, reprinted Hildesheim, 1988], 16-18, and *LÄ* II, 1001)? Haroueris' principal temple in Upper Egypt was at Kom Ombo, but the cult was widespread in the cataract region; cf. H. Junker, *op. cit.*, 16.

² *di.t*, "to cause," was originally omitted by the scribe and added later above the line.

³ Dem. *hpr irm-k*, "to be with you;" cf. E. Cruz-Urbe, *RIDA* 29 (1982), 56-57, and P.W. Pestman, *Enchoria* 12 (1984), 37 note f.

⁴ Literally "may he cause us to see your face, (there being) no harm in good fortune." For the translation and the idiom, cf. E. van 't Dack - W. Clarysse - G. Cohen - J. Quaegebeur-J.K. Winnicki, *The Judean-Syrian-Egyptian Conflict of 103-101 B.C.* (Brussels, 1989), 67-68. A similar Aramaic expression ("cause me to see your face in peace") is the standard blessing formula in the Makkibanit letters; *TAD* A2.1:2, 2:2, 3:1, 4:1, 5:1, 6:1 (B1-7).

⁵ Dittography.

⁶ Dem. *mtw:f* = Coptic $\pi\tau\omicron\varphi$, *ntof*. For this 3rd pers. sing. masc. pronoun used as a particle, cf. J. Černý, *CED*, 113, and G.R. Hughes in *Egyptological Studies in Honor of Richard A. Parker*, ed. L.H. Lesko (Hanover and London, 1986), 58.

⁷ On the endings of demotic letters, cf. note 21 to *P. Berlin 13538* (C16). For a similar expression in a Hermopolis Aramaic letter see *TAD* A2.4:7 (B4): "whatever you desire, send (word) to me."

Welfare "Let (one) ask (about) the well-being of Leli⁸ (son of) ¹⁶Petikhnum and Pakhnum the younger.⁹

Report II ¹⁷"There is no harm (with) your daughter."

VERSO

External Address/Date II ¹⁸They took it away (to) Elephantine ¹⁹(on day) 27¹⁰ ²⁰to give it (to) Petosiresmet ²¹(son of) Baiankh, the prophet.¹¹

⁸ Dem. Lly, Greek $\lambda\iota\lambda\omega\varsigma$ (F. Preisigke, *Namenbuch*, 197) and Aramaic Lilu (TAD B2.11:13 [B33]).

⁹ For similar requests in letters, cf. M. Lichtheim, *Demotic Ostraca from Medinet Habu* (Chicago, 1957), no. 153 lines 8-10, and M.A.A. Nur el-Din, *The Demotic Ostraca in the National Museum of Antiquities at Leiden* (Leiden 1974), no. 337 lines 5-7 (cf. P.-E. Dion, *RB* 86 [1979], 563 n. 85); for the parallel Aramaic expression שאל של , rendered "seek after the welfare (of PN)" see TAD A2.3:3 (B3) and 2.6:2, 7 (B6). It may well be that šn wđt , "to ask about the well-being of," is used here in the extended meaning "to greet," i.e. "send my greetings to;" cf. W. Clarysse, *CdÉ* 65 (1990), 105-106, who notes its appearance with this meaning in a late Ptolemaic ostrakon.

¹⁰ Although written on 11 March, 11 CE, the letter was not sent until 23 March. This unusual situation is perhaps caused by the writer having to wait until the messenger left for Elephantine. The Aramaic letters treat us to such statements as, "and now, if I find a trustworthy man, I shall bring (= dispatch) something to you" (TAD A2.1:9-10 [B1]), and, "I bought x, y, z but have not found a man to bring (them) to you" (TAD A2.4:10-11 [B4]).

¹¹ The writing on the verso is in two columns. The text, contra K.-Th. Zauzich, begins with the right-hand column, lines 18 and 19, and then continues in the left-hand column, lines 20 and 21. There is a gap between the columns, where the cord used to tie the rolled-up papyrus would have passed; cf. note 16 to *P. Berlin* 13619 [C7].

REPORT (C24)

C24

P. Berlin 13616

REPORT ON A STRIKE OF QUARRYMEN

- DATE: 558/557 BCE (the papyrus refers to a year 13 which is assigned to Amasis on palaeographic grounds)
 SIZE: 16 cm wide by 9.5 cm high; the papyrus is torn on both sides
 LINES: 22 (= 7, parallel to the fibers, on the recto; 15, in a different hand, perpendicular to the fibers, on the verso [3 running right across; the remainder in two columns beneath, 7 lines in the first, 5 in the second])
 PARTIES: Lost
 SCRIBE: Lost
 PUBLICATION: W. Erichsen, "Ein Bericht über Steinbrucharbeiten auf der Insel Elephantine in demotischer Schrift," in *Studi in memoria di Ippolito Rosellini nel primo centenario della morte*, II, 75-81; E. Cruz-Urbe - G.R. Hughes, "A Strike Papyrus from the Reign of Amasis," *Serapis* V (1979), 21-26

This very damaged papyrus appears to be a report of an investigation into a strike and riot by a group of quarrymen. The author and recipient are lost and it is unclear how much of the text is missing. It is not possible to reconstruct the events in any sort of detail, but what we do know is that in year 13 of Amasis the quarrymen went on strike. Instead of going to their work in the quarries, they went into town and smashed up some of the stones which they found stored there. A certain Psamtjek went to investigate, found at least one statue damaged, but was able to protect others from the same fate. On the back of the papyrus there is a list of statues and their measurements, which is presumably an inventory of the extent of the damage and a statement of what was still intact. The reason for the strike eludes us. An earlier strike by the workmen at Thebes during the reign of Ramesses III was due to a lack of supplies (Turin Strike Papyrus).¹

RECTO

- Strike ¹[...], while the quarrymen cease 'coming' to the quarry of Elephantine.²
 Protest ²[... these] quarrymen, ten men, (are those) who went to the '...' in the center of Elephantine doing damage. The stone[s ...] ³[...]. They are [the stones which are in the] place.
 Investigation Psamtjek son of Wahibre (is the one) who went to the '...' [...] ⁴[... see]ing this other statue (of) 'mountain'³ stone damaged in Elephantine [...] ⁵[...] in year 13.
 Selection They selected those of six gods⁴ completed in ye[ar] 13 [...] ⁶[... Elepha]ntine (in the) hand (of) these quarrymen, ten men '...' [...].
 Protection ⁷[...] which (is) above to protect them from 'damage'¹⁵ [from the workmen ...].

¹ Cf. P.J. Frandsen in *Studies in Egyptology Presented to Miriam Lichtheim*, ed. S. Israelit-Groll (Jerusalem, 1990), I, 166-199, and J.J. Janssen, *BSEG* 16 (1992), 41-49.

² Although the famous quarries are in the eastern desert at Syene, there were also quarries on the island of Elephantine, and these may have been the scene of our incident; cf. A. Lucas - J.R. Harris, *Ancient Egyptian Materials and Industries* (London, 1962, reprinted USA, 1989), 58.

³ Reading, *dw*, uncertain.

⁴ "Those" (*njy-w*) = the statues of, as suggested, with some hesitation, by E. Cruz-Urbe and G.R. Hughes.

⁵ With G.R. Hughes I would read *gm*, "damage," rather than *bn*.

VERSO

Report

⁸Day 12, '...¹⁶ Petineferhotep⁷ son of Djedhepiu[efankh].⁹Damage: One (stone), 12 × 4 × 2 (cubits). ¹⁰Tower stones, three:⁸ two 'of ¹⁹ 5 × 3 × 1 cubits; one 'of ¹ 8 × 4 × 3 cubits. Completed.¹⁰

Column 1

¹¹ '...¹ 'of ¹ 8 × 2 × 2 cubits.¹² '...¹ 'of ¹ 4:⁸¹³[...] '...¹ 2½ × 1 × 1.¹⁴[...] six, 'of ¹ 2½ × 1 × 1.¹⁵[...] six, 2½ × 1 × 1.¹⁶[...2]½ × 1 × 1.¹⁷ '...¹.

Column 2

¹⁸Another four¹¹ statues:⁸¹⁹Black stone, one 'of ¹ 5 cubits.¹²²⁰Mer-stone,¹³ three:⁸²¹which is donated after it, one. Donation.¹⁴²²Completed.¹⁰

⁶ I would be inclined to read this undeciphered verb of motion as *in-n'* except that prefixes with *in* belong to the qualitative rather than the *sdm:f*; cf. J.H. Johnson, *Demotic Verbal System*, 26.

⁷ Contra E. Cruz-Urbe and G.R. Hughes I would read *Pi-di-nfr-htp*. For an almost identical *Pi-di*, cf. *Demot. Nb.* 1, 313 (*Pi-di-mnt* no. 3).

⁸ Following the suggestion of P.W. Pestman, *P.L. Bat.* 20 (1980), 76-78, I translate *wp-st* by "·"; cf. also F. de Cenival, *Enchoria* 7 (1977), 20, and the observations of E. Bresciani, *Studia Papyrologica* 19 (1980), 92, on the distinction between *wp-st* and *dmd*, "total" (the sign previously read *dmd* in our text is actually *r-mh*, "completed"/"to complete"; cf. note 10 *infra*). Cf. the similarity with Aramaic ܘܒ, literally "herein, in it, within" (*TAD* C3.15:126, *et al.*).

⁹ Reading this sign as *nh*, "each," while palaeographically acceptable, makes no sense when it is preceded by "one." It is more likely, as E. Cruz-Urbe and G.R. Hughes suggest, to be some form of accountant's mark. A translation by "of" or similar seems to be in order.

¹⁰ "Completion," "conclusion of the preceding breakdown;" cf. S.P. Vleeming, *The Gooseherds of Hou (Pap. Hou)* (Leuven, 1991), 245-246.

¹¹ Three of the four statues are of "black-stone" and one of "mer-stone."

¹² 5 on its own is presumably for 5 × 5 × 5.

¹³ I do not know of *mer-stone* from elsewhere.

¹⁴ What this line means is unclear, although the reading is largely secure.

DIVINE COMMUNICATIONS (C25-26)

C25

P. Berlin 13584

ORACLE QUESTION

DATE: Ptolemaic (a year 6)
SIZE: 5.5 cm wide by 3.5 cm high
LINES: 2 on the recto; verso blank
PARTIES: Not stated
SCRIBE: Not stated
PUBLICATION: K.-Th. Zauzich, *Ägyptische Handschriften*, no. 52; U. Kaplony-Heckel, *FuB* 14 (1972), 81 and 84

The petitioner asks the god (presumably Khnum) to confirm whether or not it was a *wab*-priest who had stolen some money. The oracular practice was for two texts to be given to the deity, one positively phrased and one negatively. There would have been a companion text to the one published here, which would have read, "if a *wab*-priest is not the one who ..., let this document be brought to me." The deity would then have made his verdict known through the return of one of the two texts.

RECTO

Request ¹If (a) *wab*-priest is the one who took away¹ the money (in) year 6,² ²let this letter³ be brought to me.

¹ In a number of oracle questions *ḥy*, "to take away," is used where *ḏwy*, "to steal," would be expected (similarly in a Greek text; cf. W. Clarysse in *Atti del XVII Cong. Int. Pap.* [Naples, 1984], III, 1349).

² K.-Th. Zauzich read *ḥ.t.sp 6*, "year 6," while U. Kaplony-Heckel saw *ḥḏ 1 $\frac{1}{2}$* . Either interpretation is possible, but the former looks the more promising, particularly in the light of the comments of D. Devauchelle, *Enchoria* 14 (1986), 157-158, where he notes that "on ne rencontre jamais de sommes ainsi rédigées: *ḥḏ 3 $\frac{1}{2}$* ." In other words, our scribe would not have written *ḥḏ* followed by a number and then a fraction; he would have written either *ḥḏ 1 qt $\frac{1}{2}$* or *ḥḏ qt 1 $\frac{1}{2}$* .

³ K.-Th. Zauzich suggested *ḥy ḥky*, but considered *bky* possible, while U. Kaplony-Heckel read *ḥi bk*. *ḥy*, "this," is clearly visible, while context and parallels mean that *bke*, "letter," is not in doubt; cf. note 3 to *P. Berlin* 13547 (C18).

C26

P. Dodgson (P. Ashmolean Museum Oxford 1932-1159) PLATE 4

MESSAGE FROM A DEITY

- DATE: Ptolemaic (on palaeographic grounds)
 SIZE: 9 cm wide by 26.5 cm high. When found there was a clay seal attached to the papyrus with the symbol of a forearm and hand holding an incense-cup or vase
 LINES: 69 (= 35, perpendicular to the fibers, on the recto; 34, parallel to the fibers, on the verso). The text is divided into three sections. The first occupies the whole of the recto and line 1 of the verso, directly behind the first line of the recto (the papyrus was turned over sideways). There is then a short space before section two begins, which consists of 16 lines. There is a fold where section two ends, which was probably made before the third section was written, for the latter is written upside down to the second and it seems likely that the scribe simply turned the already folded papyrus over and continued the last section on the other side of the folded sheet (for if the sheet were not folded, he would surely have simply left a short space and continued directly beneath the preceding section in the same direction). Section three consists of 17 lines, the last of which is very cramped, as it is written almost on top of the last line of section two
- PARTIES: Not stated
 SCRIBE: Not stated
 PUBLICATION: F. Ll. Griffith, *PSBA* 31 (1909), 100-109 and 289-291; G. Roeder, *Die ägyptische Götterwelt* (Zurich, 1959), 333-343; F. de Cenival, *RdÉ* 38 (1987), 3-11; E. Bresciani, *EVO* 11 (1988), 55-70; E. Bresciani, *Letteratura e poesia dell'antico Egitto* (Turin, 1990), 713-718¹

P. Dodgson is a statement of divine judgment. A posthumously venerated individual, Espemet, the son by birth of Petiireyhemnesnefer, but, reflecting his divine status, also of Khnum, relates to an unnamed questioner the verdict of the gods on two individuals, Petra son of Pshenpaouer and Petosiri son of Espemet. The deified Espemet speaks to the questioner at the "portals (of) Khnum, Satis (and) Anukis," perhaps to be identified with the chapels on the southern side of the terrace of Khnum on Elephantine (cf. note 3 *infra*). Such consultation could have taken one of two forms. It could either have been in direct response to an oracular request or it could have been through incubation (cf. J.D. Ray, *The Archive of Hor*, 130). The detail in the narrative would argue against the former (oracular statements tend to be of the "yes"/"no," "agree"/"decline" format; cf. J. Černý in R.A. Parker, *A Saite Oracular Papyrus from Thebes* [Providence, 1962], 35-48) and everything about the text suggests that it is the report of what the questioner experienced in his dreams as he sought the divine will. The ultimate recipient of the text is not stated, but it may well have been the officials responsible for passing sentence on the two offenders. It would appear that the questioner was entrusted with making Petra's case before the deity (lines 4-5) and then reporting the verdict to the judges. That judgment from such a source would weigh heavily in the judges' verdict goes without saying, given the importance of the divine in Egyptian legal practice (cf., *inter alia*, A.B. Lloyd, *Herodotus Book II Commentary* 1-98, 346-347).

The text is divided into three sections. In the first (lines 1-36) we learn of Petra's blasphemy. He has sinned against Osiris. He made himself drunk with the wine destined for libation to Pharaoh and the god. He broke the decree of silence on the Abaton, thereby disturbing Osiris from his rest, and he neglected the ritual because he was inebriated. Petra, however, was not alone in these sins. Colleagues of his had already been punished and had been deprived of their priestly revenues. But he was the ringleader and he is now told to pray to Khnum to forgive them. Espemet has sought a pardon for them. He no longer has any claim

¹ E. Bresciani's translation contains many new interpretations, with which I am not always in agreement. I will, therefore, only make reference to her edition of the text where her translation rather than F. de Cenival's or F.Ll. Griffith's has been followed.

against them. This first section is dated to 21 Choiak, that is right in the middle of the ritual known as the Mysteries of Osiris, which ran from 12 to 30 Choiak; cf. E. Chassinat, *Le Mystère d'Osiris au mois de Khoiak* (Cairo, 1966-1968), 2 vols, and *LÄ* I, 958-960. It would seem likely, therefore, that Petra's blasphemy was committed during a time of the year particularly sacred to the cult of Osiris.

The second section (lines 37-52) details the wrong-doings of a certain Petosiri, who had offended the divine Espemet by building his houses in such a way that they encroached upon others. Petosiri is ordered to tear them down. Espemet tells Pataoui, a prophet, to record his instructions in a letter. He (i.e. Pataoui) will not be held responsible for the contents, but he will be in trouble if he does not deliver it. In the third section (lines 53-69), we encounter Petra son of Pshenpaouer again. This section refers to a further consultation of the oracle some three months after the first. The text is not well preserved, but it does appear to describe the process of Petra's exoneration of his sins. He should carry out the cult-service, go to see one of the high priests and be purged of his wrongs. If he does what he is told, Espemet will be satisfied.

SECTION 1

RECTO

Introduction

¹Choiak, day 21, the Child who was born (in) Elephantine, ²Espemet son of Petiireyhemesefer, ²said to me ²(while) I was (at) the portals³ (of) ³Khnum, Satis (and) Anukis,⁴ standing (waiting to hear) that which is sought ⁴(from)⁵ the one in whom sin is found,⁶ (for) I was charged with⁷ ⁵making his plea:⁸

² In Espemet son of Petiireyhemesefer we should see a posthumously venerated individual (perhaps the founder or patron of a cult-guild, as F. de Cenival, *op. cit.*, 4, and H. Bonnet, *Reallexikon*, 172-173, have suggested, although there is no proof for this). Rather than communicate directly with the three "state" gods, it is through the intermediary of the deified Espemet that the questioner is informed of the divine will. On cults of this kind, which were much closer than the state deities to the requirements of the people, cf. J. Quaegebeur, *OLP* 8 (1977), esp. 132-137, and A. Leahy, *GM* 60 (1982), esp. 71.

³ Dem. *rs.w*. The obvious place to look for this would be the dromos or front court of the temple (cf. S. Sauneron, *Les prêtres de l'ancienne Égypte* [Paris, 1988], 110, on the meeting-places for the priestly tribunals), but the dem. for dromos is *hftḥ*, which is mentioned specifically in line 11. F. de Cenival suggests, *op. cit.*, 4, that *rs.w* could be a less public place of consultation (which leads one to think of a building like the famous sanatorium at Dendera; cf. *LÄ* V, 376-377). This is possible, but the most likely candidate is perhaps the complex of naoi, or rather whatever structures might have preceded these naoi (they date to the latest phase of development of the temple in the Roman period) on the southern side of the terrace of Khnum; cf. the description in H. Jaritz, *Elephantine III. Die Terrassen vor den Tempeln des Chnum und der Satis*, 22ff. The translation "portals" is a suggestion of J.D. Ray, who notes that the *rs* of Djeme was a place for judicial oaths; cf. U. Kaplony-Heckel, *Die demotischen Tempelide* (Wiesbaden, 1963), 21 and *passim*.

⁴ Khnum, Satis and Anukis make up the triad of the cataract region. Temples on Elephantine of Khnum and Satis are well known (cf. *LÄ* I, 1219-1220), while one of the naoi mentioned in note 3 was dedicated to Anukis; cf. also D. Valbelle, *Satis et Anoukis* (Mainz, 1981), 142-144.

⁵ Alternatively, we could translate, "(waiting to hear) that which they are seeking. The one in whom sin is found, I was charged."

⁶ "The one in whom sin is found" = Petra, i.e. he had been found guilty.

⁷ As previous editors have noted, dem. *di.t-st* is written *twy-st*, one of a number of strange orthographies in the text, which presumably has a straightforward phonetic explanation, as so often (J.D. Ray refers me to the Coptic, where in Bohairic we find *tēis* for *di.t-s*). The literal translation would be, "(for) they gave it to my hand, namely."

⁸ In other words, the addressor of the text is representing Petra before the gods. The translation of the dem. *ir syhyḥ:f*, "making his plea," loosely follows F. de Cenival, but is by no means a certain translation; cf. also P. Rylands IX, col. 24, line 17 (F. Ll. Griffith, *Catalogue of the Demotic Papyri in the John Rylands Library*, III, 111; E. Bresciani in *Scritti in onore di O. Montevicchi*, ed. E. Bresciani et al., [Bologna, 1981], 60).

Name Reduction "I am (the) Osiris Espemet-son-of-Khnum.⁹ ⁶Say (to) Petra son of Pshenpaouer, 'I did not allow your name to be called out, ⁷the name which your mother gave to you. Your name will be called out as follows, 'Petra,' — ⁸Petiireyhemesnefer (was) your name¹⁰ — because I have found out your heart.¹¹ ⁹Wealth was given to you in order that you (might) reveal your character.¹²

Crime ¹⁰"Offending the god (is) what you have done. There is no supplication ¹¹(nor) prayer (on the) dromos¹³ (of) Khnum, as follows, 'I do not know what I have done.'¹⁴ ¹²You know what you have done. You drank (the) wine¹⁵ (from the) arbor¹⁶ (by) the quay,¹³ which is poured in libation for Pharaoh (and) Osiris-Onnophris.¹⁷ You did ¹⁴the abomination of Isis. You drank wine¹⁵ (at) night, ¹⁵while the goddesses¹⁸ were in mourning-garb. You called out to your wife,

⁹ The deceased Espemet is emphasizing his divine nature. He is not the son of a man (Petiireyhemesnefer) but of a god. F. de Cenival omits Osiris from both transliteration and translation.

¹⁰ The translation follows E. Bresciani. The name of the god, Arensnouphis (cf. note 6 to *P. Wien D 10151 [C29]*), has been deleted from Petra's name because of his impiety (for the reading of the name as Petra, cf. H.-J. Thissen, *GM* 141 [1994], 93-95: His arguments for an identification with the god worshipped by the Blemmyes and Meroites, however, are not as compelling). The same punishment is inflicted upon the accused in the second section, where the sinner's name is reduced from Petosiri, "the one whom Osiris gave," to plain Peti. The name in ancient Egypt was far more than just a means of identification. It contained the essence of a being and one could ensure the survival of a person in the next world by the pronouncement of his name or obliterate him by its destruction; cf., *inter alia*, *LÄ* IV, 320-326, and M. Lurker, *The Gods and Symbols of Ancient Egypt* (London, 1980), 83-84. A similar phenomenon was present in Biblical historiography where the wicked king Jehoahaz, as he was known in Akkadian sources (J.B. Pritchard, *Ancient Near Eastern Texts* [Princeton, 1955], 282), had his name reduced to Ahaz by the author of 2 Kings (chap. 16, *passim*) and Isaiah (1:1, 7:1, *et al.*).

¹¹ That is, "because I have discovered your character."

¹² Petra was being tested. "Wealth," dem. *ihy.w* (which could also be translated "things"), is a common theme within the Wisdom Literature. On the divine gift of wealth to the wise man and the evils of greed, cf. *P. Insinger*, col. 15, lines 10-22 (e.g. line 19, "money is the snare the god has placed on the earth for the impious man so that he should worry daily," trans. M. Lichtheim, *Ancient Egyptian Literature, Volume III: The Late Period* [Berkeley, 1980], 197).

¹³ Dem. *hftḥ* will be the famous terrace in front of the great temple of Khnum; cf. the references in note 3 *supra*.

¹⁴ There is no point in turning to prayer or pleading ignorance. Petra knows what he has done.

¹⁵ Or possibly "milk," the writings of *irp*, "wine," and *irt*, "milk," being very similar; cf. W. Erichsen, *Glossar*, 39 and 40. Milk played a central role in the rites on the Abaton; cf. H. Junker, *Das Götterdekret über das Abaton* (Vienna, 1913, reprinted Hildesheim, 1988), 9-17, and Diodorus Siculus I, ch. 22:3-6, while on milk in ritual *LÄ* IV, 127-128. I would be strongly tempted to read *irt* in lines 12 and 14 (Petra's desecration therefore having been to drink the libation milk) were it not for the statement in line 25 that Petra was too drunk to carry out his duties.

¹⁶ Dem. *pr-šn* is omitted by F. de Cenival from her transliteration, along with the following *u n.t* (which is an important new reading, included in her translation). Dem. *šn* is well known with the meaning "garden" and *pr* would reinforce the sense of a building or construction (on the evil determinative, cf. S. P. Vleeming, *Enchoria* 15 [1987], 156). Sense dictates that we are dealing with a place at or near the landing-stage, where the libation-wine was kept. I do not think it is a reference to the sacred grove, where the 365 offering-tables lay, which is *mnt* in Egyptian.

¹⁷ On *Wn-nfr*, "he who is ever perfect" or "he who is become youthful," a common divine epithet of Osiris, cf. the discussion in V.A. Donohue, *JEA* 64 (1978), 147-148.

¹⁸ These will be Isis and Nephthys.

¹⁶saying, 'Tefnut, there is no goddess like her,'¹⁹ ¹⁷while the widow²⁰ was in (the) sacred grove.²¹ You caused ¹⁸the singers ¹⁷to sing ¹⁸so that you (might) pass the time.²² You ¹⁹awoke²³ (the) ba²⁴ (of) Osiris from its sleep. ²⁰You threw the cover off from the mixed-wine²⁵ of (the) beginning (of) the year, ²¹drinking with the Blemmyes,²⁶ saying, 'Oh herdsman,²⁷ ²²evening ²¹has come ²²upon me (while) I am celebrating; the time (of) the ²³pouring of the libation ²²has passed, ²³(while) it²⁸ is over me,' (to) Pamerihet, the superintendent of the cattle (of) ²⁴my²⁹ mother, (as) he entered.³⁰ You allowed³¹ the time to go ²⁵(to) the

¹⁹ Tefnut, the daughter of Atum and sister of Shu, was a goddess with a dual character; she was both the kind, friendly cat and the ferocious, raging lioness. She had, *inter alia*, a temple on Philae (in her form as Hathor) and a sanctuary on Bigeh; cf. H. Bonnet, *Reallexikon*, 773, and H. Junker, *Das Götterdekret über das Abaton*, 45. The passage in our text presumably means that Petra's celebrations in honor of Tefnut had profaned the sacred rites of Osiris by breaking the silence on the island and disturbing the Osirian ritual.

²⁰ The reading *hrse*, "widow," I owe to S.P. Vleeming (letter, 29 October, 1990). The sign previously read as the plural stroke (.w) is in fact the divine determinative. The widow is, of course, the goddess Isis.

²¹ It is also to S.P. Vleeming that I owe the suggestion that, rather than F. de Cenival's *menat*, this might be a writing of *mnti*, written *mntj*, which would, therefore, be a reference to the famous *mnti*-grove, where the grave of Osiris was to be found; cf. H. Junker, *Das Götterdekret über das Abaton*, 50-51.

²² Literally "so that you (might) make time which was passing." On the ban on music or singing in the Abaton, cf. H. Junker, *Das Götterdekret über das Abaton*, 21-22, and Diodorus Siculus I, ch. 22:3-5.

²³ Contra F. de Cenival, the signs which she reads *irm* are in fact the end of the determinatives of *nhis*; cf. the ending of *qty* in the same line.

²⁴ The ba of a deity represents the manifestation of power of that deity; cf. *LÄ* I, 588-590. Depicted as a human-headed bird, the ba of Osiris was thought to dwell in the trees in the sacred grove and played an important role in the cult; cf. J.G. Griffiths, *Plutarch's De Iside et Osiride* (Cambridge, 1970), 368, and H. Junker, *Das Götterdekret über das Abaton*, 58-68.

²⁵ On "mixed-wine," by which one should understand the adding of spices to wine, and the relationship of the Egyptian word to the Hebrew and Semitic, cf. the references in *Demot. Nb.* I, 212.

²⁶ The Blemmyes were desert nomads, who inhabited the area to the south of Syene between the Nile and the Red Sea; cf. *LÄ* I, 827-828.

²⁷ I agree with F. de Cenival, contra the *Demot. Nb.* I, 161, in taking *pi sm* as a title rather than as a proper name. There is surely some pun behind the references to "herdsman" (or Pames) in line 21 and to "Pamerihet" (or "the overseer of cattle," if it is a title) in line 23, as both expressions are capable of interpretation as titles or proper names and both relate to husbandry.

²⁸ "It" is presumably "the celebration," i.e. Petra was drunk.

²⁹ "My" must refer to the speaker, "the Child who was born in Elephantine," Espemet-son-of-Khnum. On the basis that he claims paternal descent from Khnum, his mother would be Satis, the divine consort of Khnum, and Pamerihet would therefore have been the official responsible for the temple herds.

³⁰ The writing of *iwj k* (with *k* rather than the usual *q*, but cf. W. Erichsen, *Glossar*, 73, for another writing with *k*) is extraordinary; cf. F. de Cenival, *op. cit.*, 10 note 15. The sign after *k*, which F. de Cenival interpreted as a determinative, looks exactly like *Hnm*, Khnum; cf. the writing in line 11 *supra*. The translation, however, is difficult, "while/as he was making Khnum enter" (on *k* with object, cf. R.L. Vos, *The Apis Embalming Ritual* [Leuven, 1993], 336).

³¹ Dem. *tw-k sny*; so F. Ll. Griffith, contra F. de Cenival who reads *dd-w sny*.

Abaton for the wrappings³² ²⁴to pass, ²⁵(while) you were drunk. ²⁶[...] these are sins (in) the Field (of) Elephantine³³ [...].³⁴

Co-Defendants

²⁷“Their³⁵ representatives who measured wheat for the bakery ²⁶were removed.³⁶ ²⁷I sent (word) ²⁸to them, as follows, ‘Come to the supplication (of) the annulment (of) the sin.³⁷ ²⁹Those (things) which you did, I asked a favor for you.³⁸ I am far ³⁰from you.³⁹ You⁴⁰ instructed them in order that doing [evil] does not ³¹cause (an) offense to them.⁴¹ I am well disposed towards you.⁴² ³²(But) Khnum ³¹[does not forget]⁴³ ³²(the) sin.⁴⁴ He placed (the) face (of) Pharaoh after them (so that) they do not ³³have (a) share⁴⁵ because they listened to you. He put the people of the desert after them; ³⁴their fields were taken away; their dates were eaten; ³⁵their people ³⁴were killed; ³⁵they did not know whom

³² Dem. *g^h.w*, the meaning of which is far from clear. My translation, “for the wrappings,” follows E. Bresciani, *op. cit.*, 59, who refers to dem. *gl*; “to wrap;” cf. W. Erichsen, *Glossar*, 589. Alternatively, following F. Ll. Griffith, *op. cit.*, 106 n. 42, the word may be connected with Coptic *ēoile*, dem. *gr*, which is found with the meaning “to entrust, deposit” (cf. J. Černý, *CED*, 326-327), which might give a translation “with the offerings.” I find little to support the suggestion of M. Pezin in F. de Cenival, *op. cit.*, 10 note 16, that we are dealing with another race, like the Blemmyes, who played a part in the ceremonies.

³³ “The Field (of) Elephantine,” dem. *ḥ sht Yb*, is an administrative term used, particularly in hieroglyphic texts, to denote the subdivision of agricultural land. It is sometimes found followed by well-known, major place-names, e.g. “the Field of Djeme” (*P. Louvre* 9415, D. Devauchelle, *RdÉ* 31 [1979], 34 note g) and “the Field of Tanis” (*P. BM* 10560, C.J. Martin, *JEA* 72 [1986], 168 note 7); cf. the list in D. Meeks, *Le grand texte des donations au temple d'Edfou* (Cairo, 1972), 182. The same expression occurs in *P. Berlin* 13535 + 23677 (C32). In both instances it appears to apply to part, or possibly the totality, of the island.

³⁴ The first word of line 26 is lost (but its omission is not indicated in F. de Cenival's edition). The following *ḥwḥ ḥ sht Yb nḥ.w* seem clear enough, followed by what looks like *ḥfy*; cf. note 36 *infra*.

³⁵ There is no obvious antecedent for “their,” although F. de Cenival suggests the priests, which is a possibility. Alternatively, perhaps we should read *nḥy*, “these,” rather than *nḥy-w*, “their.”

³⁶ I read *ḥfy[=w]*, “to remove” (cf. W. Erichsen, *Glossar*, 628), with the *fy* certain and the *t* probable (*ḥ* could also be read). F. de Cenival's *Tjnet* seems unlikely.

³⁷ Espemet instructed Petra's accomplices to come and attend a ceremony where they could atone for their crimes.

³⁸ Literally “I asked for (a) thing on your heads,” the sense being that Espemet has sought a pardon for Petra's accomplices after they had atoned for their sins.

³⁹ The verb *wy*, “to be far,” is normally found in a judicial context; cf. P.W. Pestman-J. Quaegebeur-R.L. Vos, *Recueil de textes démotiques et bilingues*, II, 6. Here it presumably means that Espemet no longer has any claim against Petra's accomplices now that they have atoned for their sins.

⁴⁰ “You” = Petra, i.e. what they did was at Petra's instigation.

⁴¹ Another obscure sentence not helped by the loss of the last word. Following *ḥn*, “to order,” here translated “instruct,” I translate *ḥd* with the sense of “in order to,” as in line 9, rather than as the introduction of direct speech, with the subject of the suffix in *r-ḥr-w* being the representatives. The restoration of “evil” in the lacuna is purely a guess, the meaning being that Petra had perverted their instincts so that doing evil came naturally to them.

⁴² Following E. Bresciani I read *ntm*, “to be agreeable/well disposed,” rather than earlier *tbḥ*, “to ask.” The following *r-ḥr-k* means literally “to your face.”

⁴³ There is space in the lacuna for two words, but my restoration is purely hypothetical.

⁴⁴ Espemet has forgiven Petra, but Khnum has not.

⁴⁵ On *dni.t*, “share,” written *di.t*, “to give,” cf. F. de Cenival, *op. cit.*, 11 n. 19, the sense being that, because they had listened to Petra, Pharaoh had deprived them of their priestly income and turned them over to the people of the desert, i.e. nomads, who had taken their land and killed their companions. Pharaoh, presumably, had decided their punishment.

'to petition';⁴⁶ VERSO ³⁶he threw them out (of) the nome because they listened to you.'

SECTION 2

Name Reduction

³⁷"Say (to) Peti⁴⁷ son of Espemet, 'I changed ³⁸the name which your mother gave to you. I did not allow your name to be called out, ³⁹as follows, 'Petosiri (son of) Espemet,' because I have found out your heart. ⁴⁰I gave you wealth in order that you (might) reveal your ⁴¹character.

Crime

"Wronging me (is) what you have done. You built your ⁴²houses encroaching upon their houses.⁴⁸ You committed (a) sin ⁴³by that.⁴⁹ (But) you are doing more.

Instruction

"They should be destroyed.⁵⁰ May they perish⁵¹ ⁴⁴by the temple of Triphis⁵² before I ⁴⁵come to you.⁵³ If I come to you, I will cause you to destroy them. ⁴⁶I will cause their⁵⁴ eyes to be opened to this before you die ⁴⁷(of) several of the sin(s).⁵⁵ I asked (a) matter of ⁴⁸the prophet whom I petitioned⁵⁶ concerning you before you ⁴⁹are crushed⁵⁷ [...] ⁵⁰is what was done. I said (to) Pataoui son of Horpaese,⁵⁸ as follows, 'Write it (in a) letter. ⁵¹Let it be taken to them.⁵⁹ There

⁴⁶ Rather than *sbh*, "to supplicate," so F. de Cenival, possibly *smy*, "to make a complaint to"/"petition;" cf. W. Erichsen, *Glossar*, 432.

⁴⁷ For the abbreviated name, cf. the remarks under note 10 *supra*.

⁴⁸ Constructing buildings too close to those of others is one of the subjects dealt with in the famous Demotic Legal Code; cf. G. Mattha - G.R. Hughes, *The Demotic Legal Code of Hermopolis West* (Cairo, 1975), esp. 111 note on col. VIII, line 4. Cf. also the detailed description of how a house is to be built in *P. BM 10524* (S.R.K. Glanville, *Catalogue of Demotic Papyri in the British Museum, I, A Theban Archive of the Reign of Ptolemy I Soter* [Oxford, 1939], 19-26).

⁴⁹ Literally "you did (a) sin in them," the sense being that by doing so he had done wrong (not that he did wrong "in" them).

⁵⁰ I read *hrh-w s* (F. de Cenival omits the *-w*) and translate it by a prospective *sdmf*. That *hrh* should be seen as an alternative writing of *hrhr*, "to destroy," is evidenced by the inscription from Elephantine published by E. Lüddeckens, *MDAIK 27* (1971), 205 note f (republished by U. Kaplony-Heckel, *MDAIK 43* [1986], 155-172).

⁵¹ Both F. Ll. Griffith and F. de Cenival read *sp*, "to remain," here, but the translation posed problems. Alternatively, could this be a writing of *sg*, "to vanish"/"perish;" cf. W. Erichsen, *Glossar*, 469?

⁵² Triphis is usually represented either as a lioness-headed or Hathor-horned goddess. She was at times identified with both Hathor and Tefnut; cf. H. Bonnet, *Reallexikon*, 838-839. The location of any temple to her around Elephantine is unknown to me, although she does appear in the temple of Philae as the companion of Min; cf. *LÄ V*, 238. Alternatively, J.D. Ray suggests taking *trpy(.t)* as a title of Isis, which would mean that we are dealing either with the temple on Philae itself or, more likely, the small temple at Syene (which stands today surrounded by houses; cf. n. 16 to *P. Berlin 13538* [C16]). This reference to the temple of Triphis, I take to be a geographical indicator, not an oath.

⁵³ "Come" is used in the sense of reveal, i.e. before the next time the oracle is consulted.

⁵⁴ To whom "their" refers is not clear. It might be the judges, the sense then being that, providing he pulls down the houses, the divine Espemet will ensure that the judges are made aware of what he has done.

⁵⁵ Between *hn* and *bw* there is a small sign which I read as *n* (*t* would also be possible), with perhaps *n* preceding it.

⁵⁶ Dem. *smy* is generally used in a legal context. Presumably Espemet had earlier petitioned the prophet for help for Petosiri/Peti.

⁵⁷ The reading, *hmsie*, is uncertain. F. de Cenival suggests that this could refer to the ill-treatment which would befall the accused if he did not confess.

⁵⁸ Pataoui will be the prophet mentioned in line 48.

⁵⁹ Again, it is unclear to whom "them" refers; cf. note 54 *supra*. The judges seem the most probable candidate.

is no causing accusation to be found against you. ⁵²If you do not read it before them, they will find sin in you."⁶⁰

SECTION 3

Introduction

⁵³Day 14, Phamenoth,⁶¹ ⁵⁴the Child who was born (in) Elephantine, Espemet ⁵⁵son of Petiireyhemesefer, ⁵⁴said to me: ⁵⁵"I do not enchant⁶² ⁵⁶the one who sinned, without having caused his eye to open.⁶³ The one who ⁵⁷does not confess⁶⁴ in accordance with that which I said, [he] doubles⁶⁵ ⁵⁸his sins. I am (the) Osiris Espemet-son-of-[Khnum].

Instruction

"[Say to] ⁵⁹Petra son of Pshenpaouer, 'I did not allow the name ⁶⁰which your mother gave to you ⁵⁹to be called out. ⁶⁰There is no calling out to the helmsman. They will not ⁶¹row, at your voice, the boat which has stopped. You (should) perform (the) cult-service⁶⁶ ⁶²[with a] tablet (and) sand.⁶⁷ His 'supplication' is completed.⁶⁸ ⁶³[...] ⁶⁹⁶⁴your clothing. They have not [...] drunkenness. ⁶⁵Come inside the tower (of) the great one.⁷⁰ Annul ⁶⁶(the) sin [...] Khnum. ⁶⁷[...] supplication of the [...] ⁷¹⁶⁸[...] which I asked for [...] (from) the prophet, ⁶⁹to whom ⁶⁸[I] 'pleaded'⁷² ⁶⁹for you. I am far from you."⁷³

⁶⁰ I understand everything between "write" and the end of the section as Espemet's instructions to Pataoui. He seems to be saying that Pataoui should not worry about the contents of the letter. Providing he delivers it, he will come to no harm. But if he does not, then he will be in trouble.

⁶¹ This is three months later than Espemet's first address.

⁶² I see *hgt* as a writing of *hq* "magic" (W. Erichsen, *Glossar*, 333), used as a verb, with the meaning "to enchant" (written here with the negative determinative); cf. G.R. Hughes in *Studies in Philology in Honour of Ronald James Williams*, ed. G.E. Kadish - G.E. Freeman (Toronto, 1982), 64. Cf. also the observations of R.K. Ritner, *The Mechanics of Ancient Egyptian Magical Practice* (Chicago, 1993), 20 n. 81.

⁶³ The sense of the expression is that it is by revealing to the sinner the nature of his sins that Espemet is able to bring him back to the right path.

⁶⁴ Literally "speak."

⁶⁵ In other words, by not following the advice of Espemet the sinner doubles his sin.

⁶⁶ Dem. *ir ṛš*, "to perform the cult-service." F. de Cenival's suggestion, "to prepare," is attractive and one can see how the meaning of the verb could be extended to encompass that of "ritual preparation."

⁶⁷ On sand as a guarantor of purity and on its use in temple-ritual, cf. *LÄ V*, 378-379. It is also used in the rituals in the magical papyri; cf. *The Demotic Magical Papyrus of London and Leiden*, ed. F. Ll. Griffith - H. Thompson (London, 1904), col. X, line 10 and col. XIV, line 19. On its magical properties in general, cf. R.K. Ritner, *The Mechanics of Ancient Egyptian Magical Practice*, 155-157.

⁶⁸ The end of the word is lost and the restoration, "supplication," not certain.

⁶⁹ The line is illegible and the sense of what follows consequently obscure.

⁷⁰ This official, dem. *wr*, occupied an important position within the temple in both a religious and also possibly an economic capacity; cf. F. de Cenival, *Les associations religieuses*, 162-164. Alternatively, one could follow G. Roeder and take *ps wr* as a reference to Osiris, in which case the reference would be to entering the Abaton to expurgate the sin.

⁷¹ The traces could be *wr* or *tšr*, but a sensible translation does not come to mind.

⁷² Possibly *ihh*, "to ask," which I translate here by "plead," but the reading is uncertain.

⁷³ Espemet no longer has any demands to make of Petra, providing he carries out the ritual to purge himself of his sins; cf. note 66 *supra*. For "to be far," dem. *wy*, cf. note 39 *supra*.

CONTRACTS (C27-34)

C27

P. Berlin 13614 PLATE 5

MATRIMONIAL PROPERTY ARRANGEMENTS

DATE: 537 BCE (cf. note 1 *infra*)
 SIZE: 33.5 cm wide by 12.5 cm high; the papyrus has been torn on both sides (and in places at the top and the bottom) and an unquantifiable amount of text is missing
 LINES: 10+ (= 3, parallel to the fibers on the recto, perpendicular to the joins; 7+ lines on verso perpendicular to the fibers)
 PARTIES: Hapertais son of Djedhor to Tshenyah daughter of Pankherei
 WITNESSES: 7+
 SCRIBE: Espemet son of Psamtjekmenekhib
 PUBLICATION: W. Erichsen in *Coptic Studies in Honor of Walter Ewing Crum* (Boston, 1950), 276-279; W. Erichsen, *Auswahl frühdemotischer Texte* (Copenhagen, 1950), 1, 22; E. Lüddeckens, *Ägyptische Eheverträge* (Wiesbaden, 1960), 16-17

The purpose of this contract is two-fold. It is both to protect the property interests of Tshenyah's children by Hapertais (the latter had been married before, for he names the children of his former marriage as co-inheritors with the off-spring of the current marriage) and it is to guarantee provision for Tshenyah in case of divorce.

RECTO

Date	¹ [Year 34, ..., of Pharaoh Amasis]. ¹
Parties	Said (the) boatman (of) the bad water ² Hapertais son of Djedhor (and) Taiounakhetou, ³ his mother, to (the) lady Tshenyah daughter of Pankherei (and) Tetiseped, her mother:
Marriage	"(I) made you as wife in year 3 ^r 4 ¹⁴ [...].
Inheritance	² "[...] The children whom you will bear to me] are ⁵ [the sha]rers with my children who are (already) born in all (and every)thing which belongs to (me) together with that which I will acquire, together with (the) good(s) of father (and) mother.

¹ For the dating of the text to the reign of Amasis, cf. W. Erichsen in *Studies Crum*, 277.

² This is the title of the specially skilled pilots who navigated the rapids at the first cataract; cf. *LÄ* III, 356-358, and the Aramaic "boatman of the rough waters" (*TAD* B2.2:11 [B24], 2.4:8 [B25], 3.12:20 [B45] and E.G. Kraeling, *The Brooklyn Museum Aramaic Papyri* [New Haven, 1953], 278).

³ Dem. *Tjy.w-(nš)-ḥt.w* (perhaps for *Ta-(nš)-ḥt.w*). The reading is uncertain and the writing, particularly the determinative, distinct from other examples of the name, for which cf. P.W. Pestman, *RdÉ* 25 (1973), 31-34.

⁴ The 4 is largely missing and the reading, suggested by W. Erichsen, by no means definite.

⁵ I read *nšy.w* with M. Malinine, *OLZ* 50 (1955), 498, and follow his restoration accordingly; cf. P.W. Pestman, *Marriage and Matrimonial Property in Ancient Egypt*, 122 notes 4 and 5.

Divorce "If (I) leave (you) as [wife ...] ³[... I will give to you 2⁶ (deben of) money of the trea]sury of Thebes,⁷ together with emmer, '8'⁸ (sacks and) '1' (oipe),⁹ (by) the (measure of) 40 hin."¹⁰

Scribe Wrote Espemet son of Psamtjekmenekhib.¹¹

VERSO

Witness-List¹²

- ⁴ (2nd hand) Wahibre son of Udjahor;
- ⁵ (3rd hand) Esoudjathot¹³ son of Eshor;
- ⁶ (4th hand) Espemet son of Eswennefer;
- ⁷ (5th hand) Iretouerou son of Horoudja;
- ⁸ (6th hand) Psamtjek son of '...';¹⁴
- ⁹ (7th hand) 'Petiteti' son of Petihor;
- ¹⁰ (8th hand) [... son of ...].

⁶ W. Erichsen's restoration of 2 in the lacuna is based on parallels.

⁷ The treasury of Thebes was the state treasury under the Saïtes; under the Persians it was moved to Memphis (which lends further support to W. Erichsen's palaeographic arguments for dating the text to the Saïte period rather than the Persian); cf. S.P. Vleeming, *The Gooseherds of Hou*, 87-89.

⁸ The sign has consistently been read 50, but G.R. Hughes, in his handwritten translation, suggests 8, which does seem consistent with what is visible on the published photograph (and with other writings of the number; cf., for example, *P. Louvre E 7840*, verso, col. I, line 12, which is listed in E. Cruz-Urbe, *Enchoria* 17 [1990], 65 no. 8, immediately after the *P. Berlin* 13614 example).

⁹ The sign following the 8 is unclear. The early demotic scribes did not write the measure used for grain, although we can assume, with some confidence, that the measure was the *hr*, "sack," with its sub-division the *ip.t*, "oipe;" cf. S.P. Vleeming, *The Gooseherds of Hou*, 182-183 note ff. The sign following the 8 may then represent a fraction of the "sack," namely 1 oipe (the easy solution, i.e. to see it as *n*, "by," seems ruled out because of the slant of the sign which other writings of *n* in this text do not have); cf. the slightly rubbed writing of (*ip.t*) 1 in *P. Louvre E 7855* (discussed in K. Donker van Heel, *Abnormal Hieratic and Early Demotic Texts Collected by the Theban Choachytes in the Reign of Amasis — Papyri from the Louvre Eisenlohr Lot* (Dissertation; Leiden, 1995), text 2, palaeographical note j).

¹⁰ For the reading of the grain measure formula, cf. S.P. Vleeming, *The Gooseherds of Hou*, 183 note h. While the writing of the sign for 40 is in our text unclear, its reading cannot be in doubt.

¹¹ For the reading of the patronymic, cf. P.W. Pestman, *Les papyrus démotiques de Tsenhor* (Leuven, 1994), I, 96 note a.

¹² The witness-subscriptions begin ca. 1.5 cm below the *dd* on the recto (information courtesy of Dr. I. Müller).

¹³ Between *Ns* and *wḏ* there is a sign which looks like *ps*, or possibly *hr*. Perhaps, therefore, we should read *Ns-ps-wḏ-dḥwty*, "he who belongs to the health of Thoth."

¹⁴ Possibly *Wḥ-ib-r^c-mr-ny.t*.

P. Wien D 10150 (Papyrussammlung der Österreichischen Nationalbibliothek)

BEQUEST OF STIPENDS BY FATHER TO DAUGHTER

DATE: 24 November-23 December, 510 BCE (cf. note 1 *infra*)
 SIZE: 50 cm wide by 25 cm high
 LINES: 15 (= 7, parallel to the fibers on the recto, perpendicular to the joins; 8 lines on verso perpendicular to the fibers)
 PARTIES: Espemet son of Bekrenef to Tshenyah daughter of Espemet
 WITNESSES: 8
 SCRIBE: Espemet son of Espaentiseni
 PUBLICATION: W. Erichsen, *Eine demotische Schenkungsurkunde aus der Zeit des Darius* (Mainz, 1962); cf. E. Lüddeckens, *OLZ* 60 (1965), 467-471

Espemet transfers to his daughter, Tshenyah, $\frac{1}{3}$ of the stipends relating to the offices of ship's scribe and district scribe. From *P. Wien D 10151 (C29)* we learn that further stipends (possibly the other $\frac{2}{3}$ although this is not stated explicitly) were transferred to Espemet's son, Espemetshepes. Espemet's purpose in drawing up the document will have been to ensure a straightforward division of property after his death and to avoid any squabbles among his off-spring over ownership of the property. Three of the witnesses are sons of an Espemet. These might be brothers of Tshenyah, affirming their adherence to the bequest. Some years later a copy was made of this text (now *P. Wien D 10152* and *10153*). The handwriting on the copy is of a more recent date than the original and contains a few minor copying errors. The reason for the copy can only be guessed at, but it may well have been drawn up by Tshenyah in order to divide her own property among her children. *P. Wien D 10150* served as evidence of her rights to the income from the offices. It would, therefore, in time have automatically been passed on to one of her own children with the inheritance. However, if she had two children and wished to divide her property between them, making a copy of the papyrus would enable both of them to have additional proof of their rights. In fact, as we will see in *P. Wien D 10151 (C29)*, Tshenyah and her brother sold their rights to these offices to a certain Espemet son of Petosiri and Ruru. In *P. Wien D 10151* it is specifically stated that the copy of the document which Espemet made for Tshenyah was transferred along with the original.

RECTO

Date ¹Year 12, Mesore, of Pharaoh Darius.¹

¹ With W. Erichsen, contra E. Lüddeckens, *P. Wien D 10151, eine neue Urkunde zum ägyptischen Pfründenhandel in der Perserzeit* (Göttingen, 1965), 113 n. 76 (who has been followed by subsequent commentators), I date the papyrus to year 12 of Darius I, 510 BCE, rather than to Darius III. A.B. Lloyd has recently demonstrated in *Pyramid Studies and other Essays Presented to I.E.S. Edwards*, ed. J. Baines - T.G.H. James - A. Leahy - A.F. Shore (London, 1988), 154-160, that Artaxerxes Ochus was only recognized as Pharaoh from 339 BCE. This means that *P. Wien D 10151 (C29)*, which had been dated to year 5 of Artaxerxes III Ochus by E. Lüddeckens, cannot be assigned to this king, who would only have had two years of rule in Egypt, but must date to year 5 of Artaxerxes I. *P. Wien D 10150*, therefore, which is the earlier of these two related texts, must date to Darius I. In addition, the last of the witnesses on the back of *P. Wien D 10150* bears the same very rare name and patronymic as one of the witnesses in *P. Berlin 13572 (C2)*, which is securely dated to year 30 of Darius I (492 BCE). If the individual is the same, which is an attractive proposition, this would necessitate the dating of *P. Wien D 10150* to the reign of Darius I (and *P. Wien D 10151* accordingly to Artaxerxes I).

Parties	Said (the) bearer of Re ² (and) ship's scribe ³ Espemet son of Bekrenef (and) Renpenofre, ⁴ his mother, to (the) lady Tshenyah daughter of Espemet (and) Renpenofre, her mother:
Transfer	² (I) gave to you
Object	the $\frac{1}{3}$ of my share of the office (of) ship's scribe (and) the office (of) [district] scribe, ⁵
Pedigree	which is (mine) from my father.
Investiture	"It is (yours). ⁶ No man in the world will be able to exercise control over the $\frac{1}{3}$ of m ³ y share of the office (of) ship's scribe (and) the office of district scribe, which is (mine) from my father, apart from you, whether father, mother, brother, sister, son, daughter, master, mistress (or) any man in the world, I myself likewise.
Penalty	⁴ "The one who will come against (you) on account of this $\frac{1}{3}$ of the office (of) ship's scribe [(and) district scribe], which is (mine) from my father, to take it away from (you), saying, 'It is not (yours),' whether father, mother, ⁵ brother, sister, son, daughter, master, mistress (or) any man in the world, I myself likewise, he will give [to you silver], 5 [deben], ⁷ (of the) treasury of Ptah, refined, ⁸ without citing [any] title deed in the world against you." ⁹
Scribe	Wrote ¹⁰ ⁶ (the) scribe (of the) temple of Khnum Espemet son of Espaentiseni. ¹¹
Signatory	⁷ Espemet son of Bekrenef, himself. ¹²

² Dem. *wš-r*, a priestly title, known from a number of papyri and graffiti from Elephantine and Philae, but about which we have very little precise information; cf. E. Lüddeckens, *P. Wien D 10151*, 113-115.

³ The same individual holds both priestly and administrative titles.

⁴ Renpenofre is a common Egyptian name. It is purely coincidence that Espemet's mother and wife both bear the same name. The name appeared as patronym (matronym?) of a witness to an Aramaic contract with the Babylonian name Aḥshunu (*TAD B3.2:12 [B35]*).

⁵ The office of ship's scribe I only know of from the unpublished *P. Berlin 13546*; cf. W. Erichsen, *op. cit.*, 13 n. 2. District scribe will be the office which the Greeks later called topogrammateus; cf. E. Bevan, *The House of Ptolemy. A History of Hellenistic Egypt under the Ptolemaic Dynasty* (London, 1927, reprinted Chicago, 1968), 143. From *P. Wien D 10151 (C29)* we learn that these offices were connected with the temple of Elephantine, with the office of district scribe apparently a position of some importance; cf. line 3 of *P. Wien D 10151*, where offerings to Khnum are made in its name.

⁶ The scribe repeatedly omits the first and second person suffixes. When the text was copied some years later, this caused considerable problems for the copyist. The following clause has a close parallel in an Aramaic conveyance; see on *TAD B2.3:10-11 [B25]*.

⁷ Five deben = 50 kite = ca. 455 grams of silver; cf. *LÄ III*, 1211. I restore deben rather than kite on the basis of the later copy of the text (*P. Wien D 10153*). For the reading *ḥd dbn*, cf. the arguments of S.P. Vleeming, *BO XLII* (1985), 510-511. See further B. Porten, *Archives from Elephantine*, 67-70: the kite was slightly heavier than the shekel and, correspondingly, the deben than the karsh. Penalties in the Aramaic contracts were multiples of five, as in this contract; see *TAD B2.1:7 [B23]*.

⁸ Dem. *wth*; cf. R.K. Ritner in *Fs Lüddeckens*, 180-181 note 20, and note 5 to *P. Berlin 13582 (C35)*.

⁹ On this expression, cf. S.P. Vleeming, *The Gooseherds of Hou*, 91 note vv, and P.W. Pestman, *Les papyrus démotiques de Tsenhor*, I, 208.

¹⁰ Here and in a number of other early demotic texts it is *m sh* rather than *sh* which is written. The exact translation remains uncertain — "in (the) writing (of)," perhaps — but cf. E. Lüddeckens, *Ägyptische Eheverträge*, 188 note 50a, and S.P. Vleeming, *The Gooseherds of Hou*, 29 note rr.

¹¹ On the name, cf. M. Malinine, *RdÉ* 26 (1974), 47-48, and G. Vittmann, *GM* 141 (1994), 99 (where its Aramaic transcription is also identified).

¹² After the scribe had finished writing the text, Espemet signed in his own hand, a practice often found in the documents if the contractor was literate; see *P. Berlin 13593.9 (C33)* and cf. E. Seidl, *Ägyptische Rechtsgeschichte der Saiten und Perserzeit* (Glückstadt, 1968), 13. This practice is found but once in the Aramaic contracts (*TAD B2.7:17-18 [B29]*).

VERSO

Witness-List¹³

- 8 (3rd hand) Wahibre son of Espemet;
- 9 (4th hand) Hepieu son of Espemet;
- 10 (5th hand) Espemet son of Wahibre;
- 11 (6th hand) Hor son of Espemet;
- 12 (7th hand) Eskhons son of Ankhhep;
- 13 (8th hand) Espemet son of 'Pahemnetersenunu';
- 14 (9th hand) Eshor son of Es-'...'-ibre;
- 15 (10th hand) Ahertais son of Benpoukhnnumkhaenimou.¹⁴

¹³ In accordance with normal practice, the witnesses wrote their names themselves; cf. E. Seidl, *op. cit.*, 17. The witness-subscriptions are placed more or less correctly behind *dd* on the recto. It is interesting that three of the witnesses are sons of an Espemet and possibly, therefore, brothers of Tshenyah, affirming their adherence to the transfer (with a further witness, Espemet son of Wahibre, perhaps a grandson). In *TAD* B2.3 (B25), where Mahseiah gives his daughter a house, the witnesses include names whose patronymics are Mahseiah, i.e. Gemariah and Jedaniah (lines 29, 31), which B. Porten and others understood to be his sons adhering to the grant (with Shemaiah [line 31] probably being a grandson).

¹⁴ Cf. note 7 to *P. Berlin* 13572 (C2) on this individual.

P. Wien D 10151 (Papyrussammlung der Österreichischen Nationalbibliothek) PLATES 5 AND 8

EXCHANGE OF STIPENDS BETWEEN TWO PRIESTS

DATE: 15 January-13 February, 460 BCE
 SIZE: 100 cm wide by 28 cm high
 LINES: 24 (= 8, parallel to the fibers on the recto, perpendicular to the joins; 16 illegible lines on verso perpendicular to the fibers)
 PARTIES: Espemet son of Petosiri to Horoudja son of Ahmose
 WITNESSES: 16
 SCRIBE: Petosiri son of Espemet
 PUBLICATION: E. Lüddeckens, *P. Wien D 10151, eine neue Urkunde zum ägyptischen Pfründenhandel in der Perserzeit*; photograph in *Enchoria* 1 (1971)

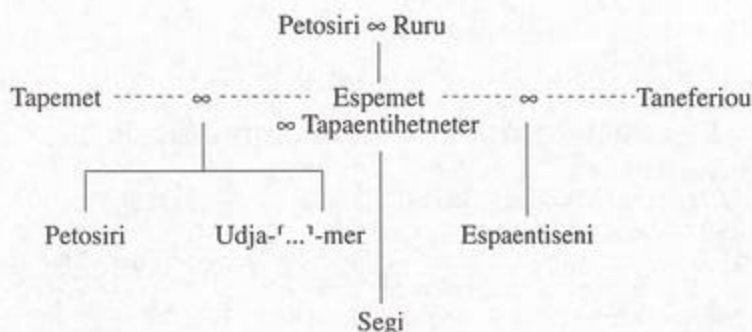
An exchange of stipends between Espemet son of Petosiri and Horoudja son of Ahmose. In exchange for the priestly income from 6 months and 25 days service in the temple of Khnum (in the office of ship's scribe and district scribe) Espemet receives the income for service in the temple of Khnum-Arensnouphis. Espemet had acquired the rights to the stipends in the temple of Khnum from Espemetshepes and Tshenyah, the children of Espemet son of Bekrenef. As evidence of these rights he possessed four papyri which dealt with the stipends in question:

- (a) the papyrus transferring ownership made out for him by Espemetshepes (lost);
- (b) a papyrus made out for Espemetshepes' father by the priests of Khnum following a law-suit in which the father successfully proved his rights to half the income of the post (this papyrus was presumably a *sh-n-wy*, a document of renunciation of rights) (lost);
- (c) the papyrus drawn up in 510 BCE for Tshenyah by her father in which he transferred to her the rights to the income of $\frac{1}{2}$ of the post (*P. Wien D 10150 [C28]*);
- (d) a copy of (c), which Tshenyah perhaps drew up with the intention of dividing her property among her children (*P. Wien D 10152* and *10153*). The handwriting on this copy is closer to that of *P. Wien D 10151* than to *P. Wien D 10150 (C28)*, suggesting that it was drawn up some time after the original (i.e. closer to 460 BCE than to 510 BCE).

These four papyri, together with the text published here, will have been handed over to Horoudja as proof of his rights to the stipends in question. The rights to the income for service in the temple of Khnum-Arensnouphis, which Horoudja in turn transferred to Espemet, he had acquired from the children of Espemet son of Horoudja, a priest of Anukis. This Espemet had four children — one, Eskhnum, from his marriage with Taheni and three, Pairdi, Horoudja and Taneferiou, from his marriage to Arhepermennefer.

In our text Espemet guarantees Horoudja the rights to the income from the priestly offices. He lists the different types of income which will accrue and makes special reference to a loaf of baked bread which is delivered to the prophets for offering to Khnum. He gives assurances that no third party has any claim to the income from the offices, and guarantees that, if he fails to drive off any claimant, he will pay a considerable financial penalty to Horoudja in compensation and the stipends will remain in the possession of Horoudja. The children of Espemet (four of them from three marriages!) give their assent to the transfer and promise that there are, and will be, no additional documents which could affect Horoudja's rights to the income from the offices.

Espemet's matrimonial history is as follows:



The papyrus itself was plainly regarded by its owner(s) as a document of some value, as it was repaired at least twice in antiquity, once by gluing another papyrus-roll to its back (leaving clear the area where the witness-list was written) and once by sticking strips of papyrus across it. For striking parallels in a contemporary Aramaic bequest (December 1, 459 BCE) see *TAD* B2.3 (B25) and remarks in notes *infra*.

RECTO

Date	¹ [Year] 5, Phaophi, of [Pharaoh A]rtaxerxes. ¹
Parties	[Said the scribe of (the) sacred book] ² of Khnum, (the) great, lord (of) Elephantine, Espemet son of Petosiri and Ruru, his mother, to (the) bearer of Re Horoudja son of Ahmose and Merib, his mother, the scribe (of the) sacred book of Isis. ³
Transfer I	"I gave to you
Object I	the 6 months (and) 25 days of the office (of) ship's scribe (and) the office (of) district scribe ⁴ [in] (the) temple of Elephantine, ⁵
Pedigree I	which I bought from Espemetshepes son of Espemet son of Bekrenef, the <i>wab</i> -priest of Khnum, ² [and (from) Tshen]yah daughter of Es[pemet (and) Renpenofre, her mother],
Compensation	in exchange for the '7' months [(and) x days in (the) temple of Khnum]-Arensnouphis, ⁶

¹ For the dating of the papyrus to the reign of Artaxerxes I, cf. note 1 to *P. Wien* D 10150 (C28).

² Restoration uncertain; it is suggested by the determinative and by the fact that it is also borne by the second contractor.

³ "Scribe of the sacred book" (dem. *sh mdj.t-ntr*) is the title of the priests who were attached to the house-of-life and who were responsible for the compilation of the "sacred" writings, including theological, magical, astronomical and scientific works. On the Greek equivalent, *pterophoras*, and the lack of clarity between their responsibilities and those of the *hierogrammateus* (= *sh pr-nh*), cf. H.-J. Thissen, *Studien zum Raphiadekret*, 48-49, and *LÄ* II, 1199-1201. The temple of Isis where Horoudja was "scribe of the sacred book" was presumably the famous complex at Philae (although the goddess did have a small temple at Syene; cf. note 16 to *P. Berlin* 13538 [C16]).

⁴ On these titles, cf. note 5 to *P. Wien* D 10150 (C28).

⁵ Although we cannot be certain, these 6 months and 25 days may equal the total $\frac{1}{3}$ and $\frac{2}{3}$ of the stipends which were transferred by Espemet son of Bekrenef to his children; cf. *P. Wien* D 10150 (C28). Alternatively, part of Espemet's stipends may have been sold by his children prior to the acquisition of the 6 months and 25 days by Espemet son of Horoudja, in which case the rights transferred here would have only been a part of the original stipends.

⁶ For the reading and restoration, cf. M. Malinine, *RdÉ* 26 (1974), 49-51. Arensnouphis was an anthropomorphic deity whose popularity was concentrated in the area between Philae and Meroe. The god is first documented as a hypostasis of Khnum in the 4th century BCE; cf. H. de Meulenaere, *CdÉ* 52 (1977), 245-

- Pedigree II which you bought from (the) *wab*-priest of Anukis⁷ Eskhnum son of Espemet son of Horoudja (and) Taheni, his mother;⁸ from⁹ Pairdi son of Espemet (and) Arhepermennefer, his mother; (from) the like-titled Horoudja son of Espemet (and) Arhepermennefer, his mother; (and from) Taneferiou daughter¹⁰ of Espemet and Arhepermennefer, her mother,
- Transfer II which you gave to me for the months of the office (of) ship's scribe (and) the office (of) ³[district scribe] which (are) above.
- Investiture I "They are yours [together with their bread, ...],¹¹ herbs, (and) wine, together with every[thing] which comes from them, together [with that which] will be added to them from field, from temple (and from) the town,¹² and the one (loaf of) baked bread which is given to (the) temple of Elephantine for the prophets¹³ (and) which is made for the offerings (for) the 'festivals'¹⁴ (of) Khnum in (the) name (of) the district scribe. No man in the world will be able to exercise control over the shares which (are) above, together with their income,¹⁵ together with that which will be added to them, apart from you, whether father, mother, brother, sister, son, daughter (or) any man in the world ⁴[I myself likewi]se.¹⁶
- Warranty I "The one who will come [against you on account of the shares] which (are) above to take them¹⁷ away [from you together] with their bread, [...], herbs (and) wine, together with their income, together with everything which comes from them, together [with that] which will be added to them, I will cause him to be far from you.
- Penalty "If I do not cause him to be far from you, I will give to you silver, 20 (deben),¹⁸ (of the) treasury (of) Ptah, refined, makes silver, 19 (deben and) kite 9, $\frac{1}{2}$, $\frac{1}{10}$, $\frac{1}{30}$, $\frac{1}{60}$, $\frac{1}{120}$, makes [silver, 20 (deben)], (of the) treasury (of) Ptah, refined, again;
- Reaffirmation (and) the 6 months (and) 25 days 'which (are) above', together with their income, together with that which will be added to them, will still be yours.¹⁹

251. He rapidly became an independent deity in his own right, with his own temple on Philae and close links to Shu, Onuris and Tefnut.

⁷ Anukis was an anthropomorphic goddess who with Khnum and Satis formed the triad of Elephantine. Her principal cult center was the neighboring island of Sehel, although she also possessed a temple at Syene; cf. *LÄ* I, 333.

⁸ Taheni will have been the mother of Eskhnum and wife of Espemet.

⁹ Literally "together with."

¹⁰ The scribe had inadvertently written "son of" rather than "daughter of," although he correctly used the feminine pronoun after "mother."

¹¹ Lost in the lacuna are two items from the list of sources of priestly income. The first can be restored as *ḡ*, "bread," on the basis of the repetition of the list in line 4 (where the second item is again lost).

¹² We have a Greek translation of this expression in *UPZ* II no. 177, although the Greek does not include "the town."

¹³ Prophets were the senior priests, who performed the major rites in the temple; cf. A.B. Lloyd, *Herodotus Book II Commentary* 1-98, 169-170.

¹⁴ Possibly *ḥb.w*, "festivals;" cf. the second Ptolemaic writing in W. Erichsen, *Glossar*, 298.

¹⁵ Dem. *šty.w*; cf. note 20 to *P. Moscow* 135 (C30).

¹⁶ Cf. the comparable Aramaic clause, "I have no other son or daughter, brother or sister, or woman or other man (who) controls (= has right to) that land except you and your children forever" (*TAD* B2.3:10-11 [B25]).

¹⁷ I believe that the *ḥn*ʿ, "together with," after *nty ḥry* is a scribal error. The following signs must be read *ḥy.t-w*, "to take them away," and *mtw-k*, "from you," should be restored in the lacuna.

¹⁸ 20 deben = 200 kite = ca. 1820 grams of silver; cf. *LÄ* III, 1211, and note 7 to *P. Wien* D 10150 (C28).

¹⁹ For discussion of the Aramaic parallel to this clause see *TAD* B2.1:7-8 (B23).

Document Transfer	<p>"I gave to you ⁵[the papyrus-roll which] Es[pemetshepes son of Espemet] son of Bekrenef made for me concerning the [office (of) ship's scribe (and)] the [office (of) district scribe; and the papyrus-roll which the <i>wab</i>-priests of Khnum, (the) great, lord (of) Elephantine, made for Espemet (son of Espemet)²⁰ son of Bekrenef, the father of Espemetshepes who (is) above, when he was in legal dispute with them, 'demanding'²¹ for himself half the share (of) ship's [scribe] (and) district scribe, and the papyrus-roll which Espemet son of Bekrenef made for Tshenyah daughter of Espemet concerning the $\frac{1}{2}$ of [the] office ⁶[(of) ship's scribe (and)] the office [(of) district scribe and the copy]²² which Tshenyah daughter of [Espemet] made on [another] papyrus-roll. Total five (papyrus-rolls).²³</p>
Investiture II	<p>"They are yours together with their rights. No man in the world will be able to exercise control over them apart from you.</p>
Warranty II	<p>"I am to cause them to be clean²⁴ for you from every title deed (and) every word in the world."</p>
Consenting Parties	<p>Udja-^r...¹-mer²⁵ son of Espemet son of Petosiri (and) Tapemet, his mother; the like-titled Petosiri²⁶ son of Espemet (and) Tapemet, his mother; the like-titled Espaentiseni son of Espemet and Taneferiou, his mother; (and) Segi son of Espemet and Tapaentihetneter,²⁷ his mother. ⁷[Total four (people), the] children of Es[pemet son of Petosiri (and)] Ruru, his [mother], who (is) above [stand (and) say:]</p>
Consent	<p>"Our hearts are satisfied with the writing which (is) above. No son of ours²⁸ will be able to bring (an) old <papyrus-roll>²⁹ (or a) new papyrus-roll 'concerning them',³⁰ we ourselves likewise,³¹ in (the) name (of) the shares which (are) above. The papyrus-rolls which we [will] bring against you, they are yours together with their rights, without citing any title deed [in] the world against you."</p>
Scribe	<p>Wrote ^r...³² (of) Khnum, (the) great, lord (of) Elephantine, Petosiri son of Espemet.³³</p>
Signatory	<p>⁸[Wrote Espemet son of] Petosiri [(and) Ruru, his mother], himself.</p>

²⁰ Dittography.

²¹ The reading is uncertain. E. Lüddeckens suggested *šn* and G.R. Hughes *hnt* (both with hesitation); *dni.t* would be another possibility. In any case the context necessitates a translation by "demanding," "gaining," or similar.

²² The copy referred to is of *P. Wien* D 10150 (C28). Parts of it have survived and are now in Vienna, where they bear the inventory numbers *P. Wien* D 10152 and 10153.

²³ The five documents are the four listed in the summary, plus *P. Wien* D 10151 itself. Both the Aramaic and Greek documents have Document Transfer clauses (*TAD* B2.3:23-27 [B25], 2.7:6-7 [B29]; 3.12:31-32 [B45]; *P. Münch*, 16.13-14 [D21]).

²⁴ For references to this term in the Aramaic and Greek documents see *TAD* B3.2:9 (B35) and *P. Münch*. 15.12 (D20).

²⁵ The name and title are damaged and the reading uncertain. The first sign could also be *Ns*.

²⁶ So read by G.R. Hughes (contra E. Lüddeckens).

²⁷ For the reading, *Ta-pi-nty-h.t-ntr*, cf. K.-Th. Zauzich, *Ägyptische Handschriften*, XIX.

²⁸ The scribe had, without thinking, written "mine" rather than "ours." For a contemporary Aramaic parallel to this "old or new document" clause see *TAD* B2.3:16 (B25).

²⁹ Read *in* <*dm*> *is*; so G.R. Hughes.

³⁰ I read, with some hesitation, *n.im-w*.

³¹ Similar scribal error — he had written "I" rather than "we."

³² No satisfactory reading suggests itself for the scribe's title.

³³ The scribe could be identical with the second-named son of Espemet in line 6, but the name is very common and the identification must remain a conjecture.

VERSO

Witness-List

(The list of 16 witnesses on the verso of the papyrus is damaged to the point of illegibility. It is placed more or less correctly on the verso, roughly behind where *dd*, now in lacuna, would have stood. E. Lüddeckens did not attempt to read the traces, beyond noting that they were written by the witnesses themselves [the name Eskhnum appears in lines 5, 11 and 12 written each time in a different hand]. Photographs of the verso have not been published.)

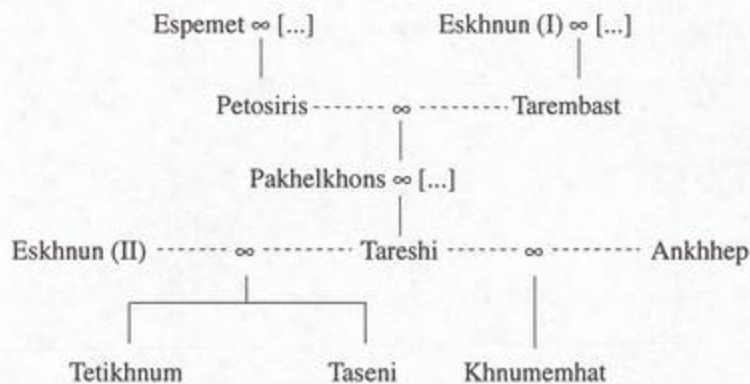
C30

P. Moscow 135

TRANSFER OF STIPENDS

- DATE: 17 May-15 June, 349 BCE
 SIZE: 220 cm wide by 20 cm high (an approximation as nearly half of the papyrus has been lost)
 LINES: 4, parallel to the fibers on the recto, perpendicular to the joins. As well as the principal text, there are four witness copies, all on the recto. The papyrus has suffered considerable damage and neither the original text nor any of the copies are complete. However, the combination of what remains allows the complete contract to be reconstructed. The verso, as far as we can tell, is blank
 PARTIES: Tetikhnum and Taseni, daughters of Eskhnun and Tareshi, to Khnumemhat son of Ankhhep and Tareshi
 WITNESSES: 4
 SCRIBE: Paseni son of Esnebankh
 PUBLICATION: M. Malinine, *RdÉ* 26 (1974), 34-51

Two sisters, Tetikhnum and Taseni, transfer to their maternal half-brother, Khnumemhat, their rights to the income from nine priestly offices, most, if not all, of which are dependent on the temple of Khnum at Elephantine. These include cult functions, "scientific" activities and administrative responsibilities. These offices were inherited from their mother, Tareshi, who had received them from her father, the astronomer of Khnum, Pakhelkhons. The latter had inherited them from his father and mother, so they had been in one family for at least four generations. We can construct the family tree as follows:



Tetikhnum and Taseni, being the inheritors, guarantee to Khnumemhat his rights to the estate and give assurances that no third party will be able to make a valid claim to it. The sisters, however, retain control of the house of their great-grandfather, Petosiris, which was presumably passed on to Pakhelkhons. We thus have a rational redivision of an inheritance (cf. D.J. Thompson, *Memphis under the Ptolemies*, 175-180, for the difficulties which could otherwise arise from such divisions). Rather than divide each element of their inheritance between them, the children of Tareshi split it neatly into two halves. The priestly income went to Khnumemhat and the house to the sisters. According to the principles of Egyptian law, this would have necessitated four documents — a document of transfer (*sh-dbi-hd*, which is the text published here) and a document of renunciation of rights (*sh-n-wy*, which has not survived) made out for Khnumemhat by his sisters, dealing with the priestly income; and two similar documents made out for Tetikhnum and Taseni by their brother recognizing their, and renouncing his, rights to the house of Petosiris.

RECTO

Date	¹ Year 12, 'Phameno ¹ ', ¹ (of) Pharaoh Nectanebo.
Parties	Said (the) lady Tetikhnum daughter of (the) pastophoros ² (of) Khnum Eskhnum (and) Tareshi, her mother, together with the like-titled Taseni daughter of Eskhnum (and) Tareshi, her mother, total two people, who speak (with) one mouth, ³ (to the) astronomer ⁴ (of) Khnum Khnumemhat son of Ankhhep ⁵ (and) Tareshi, his mother:
Transfer	"You caused our hearts to be satisfied
Object	with the silver ⁶ (to the) value (of) everything which is ours
Pedigree I	(in the) name ⁷ (of the) lady Tareshi daughter of (the) astronomer (of) Khnum Pakhelkhons.
Description	"Their inventory: ² the days (of service) of astronomer which were hers (in the) name (of) Pakhelkhons son of Petosiris, her father, in (the) temple-domain (of) Elephantine, - together with its temple; ⁸ - together with his share (of) the months (of service of) Khnum-Arensnouphis- ⁹ onthe-road; ¹⁰ - together with his share (of) the office (of) measurer-(of)-the-granary; ¹¹ - together with his share (of the office of) measurer-(of-the)-temple-fields (of) Elephantine; ¹²

¹ The word is damaged. Phamouthi is also possible. The text dates to 349 BCE. Why M. Malinine assigned it to 366 BCE is a mystery.

² For the pastophoros, cf. note 7 to *P. Berlin* 13565 (C13).

³ Cf. the abbreviated Aramaic expression "all (told) 2 as one mouth (= of one accord)" (*TAD* B3.12:11[B45]).

⁴ Astronomer = dem. *imy-wnw.t* = Greek *horologos*. Their responsibilities will have included watching, from the temple-roof, the sun, moon and stars to ensure that the cult services took place at exactly the right times of the day and night.

⁵ M. Malinine with hesitation read *nh.w-imn*, but *nh-hp* is not in doubt (cf. *Demot. Nb.* I, 103 for similar writings).

⁶ For another example of the expression *di=k mty h.t(=y) n pi h.d* used in the redivision of property within a family, cf. *P. BN* 226a + *P. Louvre* 2412 (M. Pezín, *BIFAO* 87 [1987], 269-273, and K.-Th. Zauzich, *Die ägyptische Schreibertradition in Aufbau, Sprache und Schrift der demotischen Kaufverträge aus ptolemäischer Zeit* [Wiesbaden, 1968], I, 69-72). For the parallel phrase in Aramaic see *TAD* B2.2:11-12 (B24) and 2.9:8 (B31).

⁷ "(In the) name (of)" = inherited from.

⁸ Egyptian has two principal words for temple — *h.t-ntr* and *irpy/r-pr* — and there is no difference in meaning between them (cf. P. Spencer, *The Egyptian Temple* [London, 1984], 37-62). In the Petition of Petiesi (*P. Rylands IX*), however, *h.t-ntr* refers to the temple-domain, i.e. the entire sacred enclosure, and I am inclined to translate it with the same extended meaning here, with *irpy* then being the actual temple of Khnum; cf. P. Gallo in *Aspects of Demotic Lexicography*, 35-38. The position of astronomer, therefore, covered both the sacred enclosure and the temple of Khnum itself.

⁹ For Arensnouphis, cf. note 6 to *P. Wien D* 10151 (C29).

¹⁰ "On-the-road" refers to the location of the sanctuary of this god. It was presumably situated overlooking a main road on the island and may have been no more than a simple shrine or way-station along the roadside; cf. B.J. Kemp, *Ancient Egypt Anatomy of a Civilization* (London, 1989), 205. Alternatively, K. Donker van Heel suggests that this could have been a portable effigy of the god; cf., in the Report of Wenamun, Amun-of-the-Road (M. Lichtheim, *Ancient Egyptian Literature, Volume II: The New Kingdom* [Berkeley, 1976], 225 and 230 n. 8).

¹¹ Rather than M. Malinine's *nkt-pr*, I read *šnw.t*, "granary"/"barn;" cf. K.-Th. Zauzich, *GM* 99 (1987), 85-86.

¹² "Measurer-(of-the)-temple-fields" = Greek *geometres* or *sitometres*.

	- together with his share (of) the days (of service of) bearer; ¹³
	- (and) the days (of service of) pastophoros, watchman, ¹⁴ trumpet-player ¹⁵ (and) cymbal-player, ¹⁶ which were his
Pedigree II	(in the) name (of the) lady Tarembast daughter of Eskhnum, his mother.
Investiture I	³ "Yours are his share (of) every endowment (and) everything (of) free man, ¹⁷ which were his in (the) temple of Elephantine
Pedigree III	(in the) name (of) Petosiris son of Espemet, his father,
Investiture II	from today henceforth, ¹⁸ together with their income, ¹⁹ together with their revenue, ²⁰ together with everything which comes from them, together with that which will be added to them (from) field, (from) temple (and from) the town. No man in the world, ourselves likewise, will be able to exercise control over them apart from you.
Warranty	"The one who will come against you on account of them to take them away from you, we will cause him to be far ²¹ from you; and we will cause them to be clean for you from ⁴ every title deed ²² (and) every word in the world.
Document Transfer	"Yours are every writing which has been made concerning them, together with every writing which has been made for us concerning them, together with every writing by which we have rights (in) their name.
Oath or Testimony	"The oath (or) the giving proof which will be placed on you ²³ to cause you to do them (in the) name (of) the writing which (is) above, we will do it. ²⁴
Exemption	"We are (still) behind you ²⁵ (concerning) his share of (the) house (of) Petosiris son of Espemet, which (is in) the northern quarter of Elephantine (and) which borders on the wall of Pharaoh to the north."

¹³ "Bearer" is one of the lowest grades in the temple hierarchy; cf. M. Malinine, *Act. Orient.* 25 (1960), 257 note 9.

¹⁴ "Watchman" I interpret quite literally in the sense of some one who watches/guards the temple (contra M. Malinine, who took it as governing the following "trumpet-player").

¹⁵ "Trumpet-player" is the probable but not certain translation of the dem. *ḥy-šnby*. On musicians in Egyptian temples, cf. S. Sauneron, *Les prêtres de l'ancienne Égypte*, 71-75.

¹⁶ "Cymbal-player" — the translation is by no means certain.

¹⁷ On "free man," dem. *nmḥ*, cf. note 8 to *P. Berlin* 13540 (C1).

¹⁸ For the parallel Aramaic expression "from this day (and) forever" see *TAD* B2.3:9 (B25).

¹⁹ Demotic uses a number of words to refer to the income which accrues to the priests for their service in the temples or in the mortuary cult. The word translated here as "income" is dem. *iny.w*, which was a special revenue paid during festivals; cf. P.W. Pestman - J. Quaegebeur - R.L. Vos, *Recueil de textes démotiques et bilingues*, II, 14-15 note s.

²⁰ "Revenue" = dem. *ḥy.w*. This was the regular payment made to the priests and which was distinct from the *iny.w*. Whether there is any difference in meaning between this and the equally common *šty.w*, which occurs for example in *P. Wien* D 10151 (C29) to denote the priestly income, remains uncertain; cf. P.W. Pestman, *The Archive of the Theban Choachytes* (Leuven, 1993), 458-464.

²¹ That is, "to withdraw;" cf. note 39 to *P. Dodgson* (C26) and note 6 to *P. Berlin* 13554 (C31).

²² Cf. note 9 to *P. Wien* D 10150 (C28).

²³ Literally "which they will cause (to be) behind you."

²⁴ If any litigation arises concerning the matters in this contract (e.g. a claim that the two sisters do not have the rights of ownership to the offices), it is Tetikhnum and Taseni who will have to defend it, even if the action is taken against Khnumemhat. It is they who will have to take any oath or participate in any court proceedings.

²⁵ On the expression *iw=n m-sṯ=k*, "we are behind you," i.e. "have a claim on," cf. P.W. Pestman - J. Quaegebeur - R.L. Vos, *op. cit.*, II, 18 note nn.

Scribe

Wrote Paseni son of Esnebankh.²⁶

Witness Copies

B. [... son of ... who witnesses ... wrote this].²⁷

C. [... son of ... who witnesses ... wrote this].

D. Osirouer son of Hor who witnesses ... wrote this.

E. Hornefer son of Eshor who witnesses ... [wrote this].

²⁶ The reading *Ns-nb-nh* is not in doubt; M. Malinine did not read the *nb*.

²⁷ The four copies each begin with the name of the witness, followed by *iw=f mtr*, "who witnesses," then the contract itself and end with *sh ny*, "wrote this" (literally "these"). The names of the first two witnesses are lost.

C31

P. Berlin 13554

WITHDRAWAL AFTER A LAWSUIT

DATE: 23 October-21 November, 245 BCE
 SIZE: 41 cm wide by 27 cm high
 LINES: 28 (= 8 demotic and 4 [short] Greek on the recto parallel to the fibers, perpendicular to the joins; 16 lines on verso perpendicular to the fibers)
 PARTIES: Tahapi daughter of Kellos to Tasati daughter of Horwennefer
 WITNESSES: 16
 SCRIBE: Imhotep son of Amenhotep
 PUBLICATION: W. Spiegelberg, *Demotische Papyrus von der Insel Elephantine*, No. 12; K. Sethe-J. Partsch, *Demotische Urkunden zum ägyptischen Bürgerrechtsrechte vorzüglich der Ptolemäerzeit* (Leipzig, 1920), 752-756

Following an unsuccessful court hearing against Tasati, Tahapi renounces any rights to a house in the center of Elephantine, along with its household goods and a necklace. This house was now owned by Taisemtaoui and to the documents of sale and withdrawal which had been drawn up for her Tasati had added her own consent and that of Tahapi. Tahapi had objected to this and taken Tasati to court. The latter had successfully defended herself before the judges and also under oath before Khnum. Tahapi acknowledges Taisemtaoui's right to the house, based upon the documents of sale and withdrawal drawn up for her, and recognizes that Tasati was acting legitimately in agreeing to the sale on behalf of both women. She promises to drive off any future claimant and to follow the instructions of Tasati's representative.

RECTO

Date ¹Year 3, Thoth, of Pharaoh Ptolemy son of Ptolemy son of P[tolemy] and (of the queen Berenike, the 'hauler (of) light'.¹

Parties Said (the) lady Tahapi² daughter of Kellos (and) '...', her mother, ²to (the) lady Tasati daughter of Horwennefer and Esoueri, her mother:

Lawsuit "I took legal action against you³ in the presence of the judges on account of this house, which (is) in the central⁴ quarter of Elephantine, together with these household goods (and) this silver necklace.

Verdict ³"The judges ruled against me concerning them."⁵

¹ Dem. *sp.t* *shd* (taking the first sign as a cursive *s* rather than *w*, followed by the *hd* scepter and the *d* snake), an unusual title which, to my knowledge, is not found elsewhere.

² The writing in this line looks far more like *Ta-htp-ntr* than *Ta-h'pi*, but the reading is confirmed by the unequivocal writing in line 8. Alternatively, it is possible that the longer name was abbreviated and then sounded something like *Ta-h'pi*, which the scribe then chose to write as such. On the abbreviation of names, cf. J. Quaegebeur in *Aspects of Demotic Lexicography*, 75-84. Aramaic contracts regularly designated female parties by "lady" (see *TAD B2.3:2 [B25]*).

³ Literally "I cited (a) title deed;" cf. note 9 to *P. Wien D 10150 (C28)*.

⁴ On *hr-ib* as an adjective meaning "central," cf. E. Boswinkel - P.W. Pestman, *Textes grecs, démotiques et bilingues* (Leiden, 1978) = *P.L. Bat.* 19, 47 note m.

⁵ Literally "the judges gave truth against me concerning them."

Withdrawal	"I am far from you ⁶ in (respect of) this [said] house which was sold to (the) lady Taisemtaoui ⁷ together with these household goods (and) this necklace. ⁸ I have nothing ⁴ in the world against you in their name ⁹ from today henceforth (in) any year forever.
Warranty	"The one who will come [against] you on account of them (in) my ¹⁰ name, (the) name (of) any man in the world (or) in (the) name (of) the consent which you made on the writing which was made for Taisemtaoui (concerning) the ⁵ said ⁴ house, ⁵ I will cause him to be far from you together with the necklace (and) the household goods [which] she gave for her [share] '...'. ¹¹ You have done for me their law, their judgment (and) their oath ⁶ before Khnum. ¹² I have nothing in the world against you in their name. ⁹
Representative	"Your representative (is) the one who is to be entrusted concerning everything which he will say to me ¹³ (in the) name (of) everything which (is) above. I am to do them at his voice, compulsorily, ⁷ without delay (and) without any blow. ¹⁴
Reaffirmation	"It is ¹⁵ on Tasati daughter of Horwennefer that (the) lady Taisemtaoui daughter of Pataoui, to whom was given this house which (is) above, will have a claim ¹⁶ on account of this document-of-sale (and) this document-of-withdrawal (in) which Tasati said, ⁸ 'I will cause Tahapi daughter of Kellos ¹⁷ to do them (and) I will do them for (the) lady Taisemtaoui daughter of Pataoui.'" ¹⁸
Scribe	Wrote (the) <i>pastophoros</i> of Amun Imhotep son of Amenhotep.
Greek Subscription	⁹ Year 3, Thoth. Contract ¹⁰ which Kapis ¹⁹ made ¹¹ with Tastis for withdrawal concerning the matter (about) which ¹² she was s[ui]ng her. ²⁰

⁶ That is, "I have withdrawn." The verb is in the stative; cf. note 39 to *P. Dodgson* (C26). The practice of the losing party in a law-suit drawing up a document of withdrawal is mentioned in the Hermopolis Legal Code (cf. col. VI, line 3). For such Aramaic documents of withdrawal see *TAD* B2.2 (B24), 2.8 (B30), 2.9 (B31). They used the same operative term — קרר, "be far;" see *TAD* B2.2:15 (B24).

⁷ *Ti-smi-b.wy* is not a certain reading, the writing of *smi* being particularly unusual.

⁸ "Silver necklace," *qrr n ḥd* in line 2, but simply "necklace," *qrr*, here.

⁹ "In their name," dem. *n rn-w*, = "regarding them." For the parallel Aramaic term see *TAD* B2.2:14 (B24).

¹⁰ The sign after *rn*, which at first sight looks like *pi*, is the scribe's writing of the first pers. sing. suffix *-y*; cf. the writing in *mtw-y* in line 6.

¹¹ I have no convincing reading for the two or three words which are written here, nor does context help in their elucidation. The last word looks like *ni b.w/d.w* with either a plant, flesh or money determinative. For the traces preceding this W. Spiegelberg suggested *qs.t*, "burial," which is certainly one possibility, and which led K. Sethe to translate *b.w* by "rams" (usually "ram" is *bi-ḡ-n-p.t* in demotic; cf. W. Erichsen, *Glossar*, 111). "[Which] she gave for her [share] (of) [the] burial (of) the rams" would make sense, but is by no means a certain translation.

¹² This means that the defendant has proved the validity of her case in court and under oath at the temple.

¹³ Literally "with me."

¹⁴ Dem. *iwti šḥ nb*, "without any blow." On the Aramaic term which may well be the origin of the demotic, with the meaning "without protest," cf. J. Rabinowitz, *Jewish Law* (New York, 1956), 367-371. *iwti šḥ nb* formed an optional part of the "executive clause," sometimes alongside *n ḥtr iwti mn*, sometimes in its place; cf. R.H. Pierce, *Three Demotic Papyri in the Brooklyn Museum*, 133-143.

¹⁵ Note the second tense, dem. *i.ir s-ḥm.t ... ḥpr m-st*.

¹⁶ Literally "be behind."

¹⁷ The scribe wrote *Kllws* here but *Gllws* in line 1.

¹⁸ In other words, "I will see that she performs her obligations and I will perform mine."

¹⁹ I was tempted to think that, in the *ed. princ.*, the editor's *K* should be *T* to conform with the demotic, but Dr. G. Poethke has kindly examined the papyrus and confirms the reading (letter of 18 January, 1988, "Kappa und Tau sind deutlich zu unterscheiden").

²⁰ The translation of the Greek is courtesy of J.J. Farber.

VERSO

- Witness-List²¹
- 13 (2nd demotic hand) Rera son of Hor;
 - 14 (3rd hand) Paiaou son of Horsiese;
 - 15 (4th hand) 'Pshen'khons son of Espemet;
 - 16 (5th hand) Hor 'son of Hor son of Udjahor';²²
 - 17 (6th hand) Pamenekh son of Psamtjeksineit;
 - 18 (7th hand) Pakhnum son of Petireyhemesefer;
 - 19 (8th hand) Imhotep son of Belle;
 - 20 (9th hand) Pataoui son of Hor;
 - 21 (10th hand) Peti'ireyhemesefer¹ son of Pamerihet;
 - 22 (11th hand) Paesi son of Paseni;
 - 23 (12th hand) Pshenpaouer (son of) Petihor;
 - 24 (13th hand) 'Hemmeter (son of) Horame';²³
 - 25 (14th hand) Ankh'merouer¹ [son of] 'Pshenhep';²⁴
 - 26 (15th hand) Espemet son of Pamerihet;
 - 27 (16th hand) Petiireyhemesefer son of Paoupet;²⁵
 - 28 (17th hand) Thotsotem son of Petosiri.

²¹ The witness-subscriptions are placed correctly behind the *dd* on the recto (information courtesy of Dr. I. Müller).

²² The reading is not certain. Rather than *Hr s' Wd-hr* one could read *Hr-si-si s' Hr*.

²³ Dem. *Hm-ntr s' Hr-ꜣm*, taking *Hm-ntr* as a name (as in *Demot. Nb. I*, 204, under *Pi-hm-ntr*). The oblique stroke before *Hm-ntr* I take as a simple tick, rather than trying to see it and the first sign of *Hm-ntr* as a ligatured *ps*. The sign after the three strokes of *Hm-ntr* I understand as the determinative (seated man), with *si*, "son of," omitted as in the preceding line. The name *Hr-ꜣm* is not known to me from elsewhere.

²⁴ Both names are badly erased. The *'nh* is certain and *mr-wr* is restored on the basis of the following traces which look to me like the beginning of *wr*.

²⁵ For the reading, cf. K.-Th. Zauzich, *Enchoria* 3 (1973), 153-154.

JOINT VENTURE AMONG TAX-FARMERS

- DATE: 18 July-16 August, 236 BCE
 SIZE: 22 cm wide by 17.5 cm high (*P. Berlin 13535*). *P. Berlin 23677* is a fragment, which fits into the small gap at the bottom left of *P. Berlin 13535*
 LINES: 14, perpendicular to the fibers on the recto, parallel to the join; the verso is blank. The document belongs to the category of texts known as *Doppelurkunde* (also *P. Eleph. 1-4 [D2-5]*); cf. E. Seidl, *Ptolemäische Rechtsgeschichte* (Glückstadt, 1962), 59-61. The Inner Script, which would have been rolled up and sealed, consists of 13 lines and is complete. The papyrus, however, has been torn (or cut) at the bottom and all but the first line of the Outer Script has been lost
 PARTIES: Horpaese son of Paoupet, Espemet son of Thotieu and Paret son of Pahor
 SCRIBE: Paret son of Pahor (the third contractor)
 PUBLICATION: Publication: W. Spiegelberg, *Demotische Papyrus von der Insel Elephantine*, no. 11; K.-Th. Zauzich, *Ägyptische Handschriften*, no. 9 (for the addition of *P. Berlin 23677*) and *DPB III*

Three Egyptians take an oath by Pharaoh, the royal family and the gods of Egypt, to share responsibility for the collection of certain taxes for year 11 of Ptolemy III Euergetes I (236 BCE) and to pay the proceeds to the royal banks. They promise to apportion equally among themselves the costs and any profit or loss from the enterprise and to keep written records of their activities. The amount which they have to collect was calculated in the royal offices. If any one of them breaks the agreement he has to pay his companions a fine of 5 deben. No mention is made of when the taxes were to be paid. The document is dated to Payni, year 11 of Ptolemy III Euergetes I, which would be the fifth month of financial year 12 (which began 1 Mecheir), suggesting that the taxes were actually collected in the second half of the year (assuming that it would take some months for the money to be collected). The three contractors are tax-farmers who have been awarded the concession to collect the salt-tax and a certain cloth-tax (a tax imposed on weavers) for the "Field of Elephantine." The text is drawn up by the third of the three contractors and contains subscribing statements by the first two. The first of the contractors is a particularly well-known individual at Elephantine, being the writer of numerous salt-tax receipts.

RECTO

INNER SCRIPT

- Parties ¹Horpaese son of Paoupet,¹ Espemet son of Thotieu² (and) Paret son of Pahor, makes three people, (are) they who say with one mouth:
 Oath ²"We make (an) oath before Pharaoh Ptolemy son of Ptolemy and Arsinoe
³Philadelphos, and (before) the gods Adelphoi,³ the gods Euergetai, and the queen

¹ For the reading, cf. note 25 to *P. Berlin 13554 (C31)*. Horpaese son of Paoupet is well-known at Elephantine. In addition to our text and two unpublished Berlin papyri, he is the writer of numerous salt-tax receipts; cf. D. Devauchelle, *Ostraca démotiques du Musée du Louvre*, I/1, 22-24. Paret son of Pahor is also known from many tax receipts; cf. D. Devauchelle, *ibid.*, 17-18. He may be the same person who is mentioned in *P. Berlin 13587 (C19)*, but this is not certain.

² I read *Dḥwty-iw* rather than *Dḥwty-i.ir-di-s* or *Dḥwty-m-ḥb* in view of the presence of the tall vertical sign at the end of the name; cf. W. Clarysse, *Enchoria* 15 (1987), 11-24.

³ The scribe has actually written *nṯ ntr(.w) nwyf sn.w*, "the god(s) his brothers (Adelphoi)," both here and in the dittography in the next line (where he adds the *.w* to *ntr.w*). The entire protocol is very confused.

	Berenike, ⁴ his sister (and) his wife ⁴ {and the gods Adelphoi, the gods Euergetai}, and Isis and Osiris and all the gods (of) Egypt.
Tax Collection	⁵ "We will collect the salt-money (and) the <i>in-šn</i> -money ⁵ of the Field (of) Elephantine ⁶ for the tax of year 11, ⁶ the three people, in accordance with that which will be accounted with us in the houses (of) writing of Pharaoh, ⁷ without anyone ⁸ having said a false thing ⁷ (to) his companion among us, the three people. ⁹ They are to be paid to the banks of Pharaoh ¹⁰ until we have paid them in full. ¹¹
Division	⁸ "We will bear ¹² the cost (and) the loss between ¹³ us, the three people. That ¹⁴ which will arise in excess, we will ⁹ divide it among us, the three people, there being no falsehood (in) the oath.
Payment	"We will write (down) the monies which will be paid ¹⁵ ¹⁰ to us, the three people and the cost ¹⁶ which will arise therein, ¹⁷ in (a) papyrus-roll and we will seal it. ¹⁸
Penalty	"The one who will withdraw from acting in accordance with everything which (is) above, he will pay silver, 5 (deben), ¹¹ (to) his companion(s) among us."
Scribe	Wrote Paret son of Pahor, at their voice, the three people,
Date	in year 11, Payni, of Pharaoh ¹² Ptolemy son of Ptolemy.
Consent	Wrote Espemet son of Thotieu to act ¹⁹ in accordance with everything which (is) above ¹³ in the time which (is) above. Wrote Horsiese ²⁰ son of Paoupet, saying, "I

⁴ Between the cartouche and the *B* of Berenike there is a clear *aleph*. The scribe was doubtlessly thinking of Arsinoe but quickly realized his mistake, without, however, remembering to erase the *aleph*.

⁵ On *in-šn*, cf. note 12 to *P. Berlin* 13593 (C33). The *in-šn* tax is also known from *P. Berlin* 13537 (cf. K.-Th. Zauzich, *DPB* III), *O. Mattha* 208 (G. Mattha, *Demotic Ostraca* [Cairo, 1945]), and *P. Lille* 99 (F. de Cenival, *Papyrus démotiques de Lille (III)* [Cairo, 1984], 6 n. 2,2), where it appears as one of the taxes paid by weavers. It would appear, therefore, that it denotes one of the special taxes which were levied on various professional groups.

⁶ On the "Field of Elephantine," cf. note 33 to *P. Dodgson* (C26).

⁷ Dem. *nš ʿwy.w (n) šh n Pr-ʿ*, the offices where the tax rates were calculated and our tax-collectors commissioned. It is not a common term in demotic, although it is mentioned in *P. Rylands* IX (without the words "of Pharaoh"), where it seems to have been used as a general term for offices and courts where public business was transacted (so F. L. Griffith, *Dem. Pap. Rylands*, III, 69 n. 5).

⁸ Literally "(a) man," *rmt*.

⁹ They will refrain from cheating each other.

¹⁰ Dem. *nš šh.w n Pr-ʿ* = βασιλικὰ τράπεζαι; cf. R. Bogaert in *Egypt and the Hellenistic World*, 13-29.

¹¹ "To pay in full" is dem. *mḥ*, on which cf. the observations of R.H. Pierce, *Three Demotic Papyri in the Brooklyn Museum*, 95-96.

¹² Literally "we will make."

¹³ Cf. K.-Th. Zauzich, *Enchoria* 18 (1991), 146 note Z. 15 for the reading *hr-hr-n* instead of W. Spiegelberg's *wt-n*, although the context still demands the translation "between"/"among."

¹⁴ Literally *pš nkt*, "the property," = the profit.

¹⁵ Dem. *nty iw-w ir iw*; cf. R.K. Ritner in *Aspects of Demotic Lexicography*, 148.

¹⁶ The scribe has written *n pš hy nty* (I prefer this to W. Spiegelberg's *pš-w*) and then added *irm* above the *n pš*. In fact, he should also have deleted the *n*, so that the whole clause should read *irm pš hy nty*.

¹⁷ They will record the income they receive and list their costs separately (which were presumably reimbursed).

¹⁸ *r ḏm' mtw-n th'ef* has been written above the line. The writing is smudged. The reading *th'* follows K.-Th. Zauzich.

¹⁹ The demotic is clumsy, but the reading is not in doubt. Horsiese expressed his adhesion to the contract in rather better demotic.

²⁰ Horsiese is clearly written, but in lines 1 and 14 the same name is written Horpaese. The writing here is by Horsiese/Horpaese himself, whereas the two other instances are in two different hands.

will act in accordance with everything which (is) written above in the time which (is) above.”

OUTER SCRIPT

Parties

¹⁴Horpaese son of Paoupet, Espemet son of Thotieu (and) Paret son of Pahor, makes [three people], (are) they who say (with) one mouth:

Oath

“W[e ...]²¹

²¹ This is the only line remaining from the unsealed Outer Script of the contract.

C33

P. Berlin 13593

CONTRACT OF MATRIMONIAL PROPERTY ARRANGEMENTS

DATE: 12 October-10 November, 198 BCE
 SIZE: 81 cm wide by 24 cm high
 LINES: 27 (= 9, parallel to the fibers on the recto, perpendicular to the joins; 16 lines on verso perpendicular to the fibers)
 PARTIES: Petosiri son of Patseo to Tshenese daughter of Petipanebtaoui
 WITNESSES: 16
 SCRIBE: Espemet son of Eshor
 PUBLICATION: W. Erichsen, *Ein demotischer Ehevertrag aus Elephantine* (Berlin, 1939); E. Lüddeckens, *Ägyptische Eheverträge*, 64-69

This text is a contract of matrimonial property arrangements between Petosiri and Tshenese. It was clearly drawn up some time after the marriage itself, for their two children are mentioned by name as the inheritors of the parental estate (along with any future offspring). Petosiri states that he has given to Tshenese a woman's gift of 3 deben and that in return he has taken receipt of her woman's possessions. The description of the woman's possessions is the most extensive recorded in a demotic text. It is made up of a variety of objects, some inventoried by monetary value and some by weight. If he wants a divorce, Petosiri undertakes to give to Tshenese 5 deben along with the original, but fictitious, gift of 3 deben (which is included in the inventory of her possessions as a necklace; cf. note 5 *infra*) and also to return her woman's possessions. If Tshenese breaks up the marriage, then she takes her possessions with her (but she does not have to pay Petosiri a reciprocal penalty of 5 deben). Petosiri pledges $\frac{1}{3}$ of all their future property to Tshenese (who therefore receives $\frac{1}{3}$ of the joint property irrespective of who initiates the divorce) and emphasizes the validity of the document against any claim by a third party to his wife's rights.

The text forms part of a bilingual family archive, of which all three Greek texts (*BGU VI 1247-1249 [D7-9]*), but only *P. Berlin 13593* of the demotic papyri (*P. Berlin 13593-13601*), have been published to date. The archive belongs to an Egyptian family resident in Syene in the 2nd century BCE, in whose house a Greek soldier, Neoptolemos, was billeted. Subsequently, the mistress of the house, our Tshenese, leaves Petosiri her husband, by whom she had three children (Petihorouer, Taioui and Osirouer), and marries Neoptolemos, with whom she has a further two off-spring. A dispute then arises, presumably over property rights, and the whole affair ends up in the law-courts; cf. K.-Th. Zauzich in *Egypt and the Hellenistic World*, 433-434.

RECTO

Date ¹Year 8, Thoth, of Pharaoh Ptolemy son of Ptolemy and Arsinoe, the gods Philopatores; Deinon¹ son of Ptolemy being priest of Alexander and (of) the gods Soteres, the gods Adelphoi, the gods Euergetai, the gods Philopatores and Pharaoh Ptolemy, the god Epiphanes; Nesias daughter of Apelles being Athlophoros of Berenike Euergetis; ²Themisto daughter of Hegesistratos being Kanephoros before Arsinoe Philadelphos; (the) lady Eirene daughter of Ptolemy being priestess (of)

¹ For Deinon perhaps read Konon; cf. C.A.R. Andrews, *Catalogue of Demotic Papyri in the British Museum*, IV, *Ptolemaic Legal Texts from the Theban Area* (London, 1990), 27 n. 3. The text still refers to the eponymous priests of year 7. In contracts dated to the beginning of a year it is not uncommon to find the priests of the preceding year mentioned in the protocol, either because the names of the new holders had not yet reached the scribe (quite conceivable as far south as Elephantine) or simply out of forgetfulness.

Arsinoe Philopator; Kleitomachos son of Dikaiarchos being priest, in [the] nome (of) Thebes, of Ptolemy Soter and Pharaoh Ptolemy, the god Epiphanes.

Parties	Said (the) man of Afonti ² Petosiri son of Patseo (and) Takhnum, ³ his mother, to (the) lady Tsh[enese] ³ [daughter of Petipanebtaoui] ⁴ (and) Tamerihet, her mother:
Marriage	"I made you as wife.
Gift to Woman	"I gave to you money, ⁵ 3 (deben), makes 15 staters, makes money, 3 (deben), again, as your woman's gift.
Inheritance	"The children whom you will bear [to me] and Petihorouer, my eldest son, together with (the) lady Taioui, ⁶ his sister, my children whom you bore to me, are the owners (of) all (and) everything which is mine together with that which I will acquire, together with (the) goods [of] father (and) mother in field, temple (and) the town.
Divorce	"If I leave you as wife and ⁷ I prefer ⁴ [another woman] to you (as) 'wife', ⁸ I will give to you money, 5 (deben), makes 25 staters, makes money, 5 (deben), again, in addition to the money, 3 (deben), which (is) above, which I gave to you as your woman's gift, which amounts to money, 8 (deben), makes 40 staters, makes money, 8 (deben), again. ⁹
Possessions of Wife	"Here is the inventory of the woman's possessions ¹⁰ which you brought to my house with you:

² On Afonti, cf. note 13 to *P. Berlin 13538 (C16)*.

³ For the reading, cf. J. Winnicki, *Historia* 26 (1977), 265 note 37.

⁴ The restoration of the father's name follows the genealogical tree in J. Winnicki, *op. cit.*, 265.

⁵ *ḥd*, literally "silver," had by the time this text was written taken on the generic meaning "money" and was used to denote the copper currency which had taken over from silver. In 198 BCE the ratio of copper to silver was 60:1; cf. P.W. Pestman, *L'Archivio di Amenotes figlio di Horos* (Milan, 1981), 29. That "copper" has to be understood here is clear from the addition of the 3 deben of the "woman's gift" to the 83 deben 8 kite of the "woman's possessions" (cf. note 19 *infra*), where the total of 86 deben 8 kite is expressly referred to as *ḥmt*, "copper." The value of the bridal gift is 3 deben = 30 kite = ca. 273 grams of copper; the kite = ca. 9.1 grams; cf. *LÄ* III, 1211. It was originally a real payment given to the bride's father, but by the Ptolemaic period it had become "fictitious" and was only paid to the wife if the couple divorced. Some documents append to the gift the words, "which I have not given to you." Thus, the necklace that heads the list of the wife's possessions and is said to be "(in the) name (of) your woman's gift" was not actually brought along with the other possessions; cf. P.W. Pestman, *Marriage and Matrimonial Property*, 110-111. As it is stated that the possessions are returned to the wife if the parties separate, the wife presumably received the necklace even if she initiated the dissolution.

⁶ The reading is certain; cf. the chart in J. Winnicki, *op. cit.*, 265.

⁷ The conjunctive could also be translated with the meaning "or."

⁸ The restoration follows E. Lüddeckens, *op. cit.*, 208 note 390b, who bases his reading on the size of the lacuna and on the traces, which are better suited to *ḥm.t* than to *s-ḥm.t*.

⁹ If the husband divorces his wife, he has to give her 5 deben = 50 kite = ca. 455 grams of copper as compensation, in addition to "returning" the bridal gift of 3 deben.

¹⁰ Dem. *nkt.w n s-ḥm.t*. The woman's possessions (other than the "woman's gift," cf. note 5 *supra*) are, as the list shows, the wife's personal articles which she brings with her to the conjugal home. Ultimate ownership of the objects remains with the wife, but the husband does have the right to sell/dispose of them, in which case he is obliged to return their equivalent in value to the wife in the case of divorce. The Aramaic documents of wifehood likewise recorded the wife's possessions and similar provisions applied in case of repudiation; see *TAD* B2.6:6-29 (B28), 3.8:5-28 (B41).

Gift to Woman:	One [...] necklace,	makes money, 3 (deben), (in the name (of) your woman's gift ⁵ which (is) above;
Gold Jewelry:		
3 deben	two pairs (of) gold- <i>wh</i> ;	makes gold (by) weight 5½ kite;
5.25 kite	one <i>gswr</i> -ring,	makes gold (by) weight 2½ kite;
2.25 kite	one pair (of) <i>gl</i> <i>pn</i> -rings,	makes gold ⁵ (by weight) 2 [kite];
2.00 kite	one <i>st</i> ,	makes gold (by) weight ½ kite;
.50 kite		
Total:	makes gold (by) weight 1 (deben), makes 5 staters, makes gold (by) weight 1 (deben) again. ¹¹	
10 kite = 1 deben		
Garments/Household Objects: 30 deben	"One <i>in-šn</i> -cloak, ¹²	makes money, 30 (deben); ¹³
20 deben	one garment,	makes money, 20 (deben);
5 deben	one shawl, ¹⁴	makes money, 5 (deben);
10 deben	one <i>gnr</i> - <i>šty</i> -garment,	makes money, 10 (deben);
2.8 deben	one <i>hr-shr</i> ,	makes money, 2 (deben), 8 kite;
10 deben	one [...],	makes money, 10 (deben);
1 deben	one 'ladle', ¹⁵	makes money, 1 (deben);
1 deben	another,	makes money, 1 (deben);
2 deben	one <i>mdg</i> -jug, ¹⁶	makes money, 2 (deben);
2 deben	one 'ladle', ¹⁵	makes money, 2 (deben).
Gold:	One <i>ys:bl</i> which is inscribed ¹⁷	
1.5 kite	[...],	makes gold (by) weight 1½ kite.
Cash:	Money as money, ¹⁸ 1 (deben),	[makes] 5 staters, makes money, 1 (deben), again.
1 deben		
Copper Objects:	⁶ Worked [copper]: one large	
10 deben	container,	makes (by) weight 10 (deben);
2 deben	one [small] container,	makes (by) weight 2 (deben);
10 deben	one mirror,	makes (by) weight 10 (deben);
30 deben	one brazier,	makes (by) weight 30 (deben);
1.5 deben	one <i>bs</i> -vessel,	makes (by) weight 1 (deben), 5 kite.

¹¹ The second part of the wife's possessions is made up of gold jewelry/objects (the translations of some of which are unknown; cf. E. Lüddeckens, *op. cit.*, 288-304), which are not given a monetary value but assessed by weight.

¹² The meaning of *in-šn* is a well-known crux. I translate "cloak" on the basis of the fact that the garment was worn on the back; cf. the discussion in F. de Cénival, *Papyrus démotiques de Lille (III)*, 6 n. 22; cf. note 5 to *P. Berlin 13535+23677 (C32)*.

¹³ The items in this section are valued in copper deben, not silver; cf. note 5 *supra*.

¹⁴ A Semitic loanword, dem. *šby.t* = Aram. *šby.t* = Gr. *σεβίτιον*. The translation "shawl" follows the Aramaic, but is not certain; see *TAD B2.6:9 (B28)* and B. Porten, *Archives from Elephantine*, 88 n. 132.

¹⁵ Dem. *qr.t*, literally "hand," but by extension possibly "ladle;" cf. Aramaic *qz*, literally "palm" but also "ladle."

¹⁶ On the *mdg*-jug, cf. J. Quaegebeur, *Anc. Soc.* 21 (1990), esp. 253-256.

¹⁷ *ys:bl* is a foreign word, meaning unknown, probably of Semitic origin. Judging by its stone determinative and by the fact that it was made of gold, it may well have been a piece of jewelry, which was inscribed (dem. *sh*) with something which is unfortunately now in lacuna.

¹⁸ For the translation "money as money" rather than "silver money" and the interpretation of this, cf. note 19 *infra*.

Totals:	Total: value (of) the possessions which (are) above.	
Gold:	Gold (by) weight,	1 (deben), 1½ kite, makes 5 1½ staters, makes gold (by) weight 1 (deben), 1½ kite again.
	1.15 deben	
Garments+Household Objects and Cash:	Money, 1 (deben); copper, 86 (deben), 8 kite;	total (of) money as money (and) copper: 87 (deben), 8 kite, makes 439 staters, makes money, 87 (deben), 8 kite, again.
	87.8 deben	
Copper Objects:	Worked copper (by) weight,	53 (deben), [5] kite. ¹⁹
	53.5 deben	
	⁷ [Total (of) the] woman's [possessions] which you brought to my house with you.	
Receipt	"I received them from you; ²⁰ they are complete without any remainder; my heart is satisfied with them. ²¹	
Divorce	"If you go (away), I will give them to you. If I leave you as wife, I will also give them to you, compulsorily, without delay. Yours are the ½ (of) all (and) everything which will come into being between me and you from today henceforth. ²²	

¹⁹ The scribe does not attempt to add all the wife's possessions together, but rather groups them into three categories. The first category ("gold jewelry" and "gold") consists of the gold objects, measured by weight (1.15 deben); the second ("woman's gift," "garments and household objects" and "cash") comprises the objects in copper (and possibly silver, but cf. *infra*), assessed by value, which amount to 87.8 deben; and the third is "copper objects," also measured by weight (53.5 deben).

As R.H. Pierce demonstrated, *JARCE* 4 (1966), 75-77, the gold and copper items assessed by weight were not added together (or included with the items assessed by value) because they were not reckoned in commensurable terms. The scribe, however, apparently fails to continue with this sensible accounting policy, for he proceeds to add 86 copper deben to 1 silver deben. That the 86 deben are in copper money, there can be no doubt because they are expressly referred to as copper here and, in any case, if they were in silver, their value would be inordinately high. Similarly, the money would appear to be in silver as it is described as *ḥd sp-2*, "silver money;" cf. P.W. Pestman, *Enchoria* 2 (1972), 33-36. It is possible, however, that rather than using *sp-2* to define the *ḥd* as genuine silver, the scribe was employing it to stress the fact that the *ḥd* was actual money (not the equivalent in value of the woman's property). Using *sp-2* in this way, "money as money," would be consistent with demotic usage of the term (cf. *sw sp-2*, "wheat as wheat," in a loan where the creditor wants to receive wheat and nothing else). If this suggestion is correct, it would allow the scribe quite legitimately to add the money, assessed in copper, to the copper objects.

²⁰ Literally "from your hand."

²¹ For the Aramaic equivalent see *TAD* B2.6:5 (B28).

²² It would appear that the husband is promising ½ of the conjugal property to his wife irrespective of who initiates the divorce. Even if a third party removes the husband's possessions and drives her from his house, her rights to ½ of the joint property are protected by the document. The statement on the property rights of the wife normally follows the stipulations about the repudiation of the wife by the husband, which led P.W. Pestman, *Marriage and Matrimonial Property*, 125, to conclude that the "duty of giving part of the property to the wife as a rule rests with her husband only in case he repudiates her." He does, however, note exceptions where the wife is entitled to the ½ irrespective of who initiates the separation, although he felt that our document was not clear on this point (*op. cit.*, 125 n. 1).

- Succession "Any man in the world who will throw you out of²³ my house and remove my possessions ⁸from your presence,²⁴ he will do for you the law²⁵ of this document of wife which (is) above, which I made for you, compulsorily, without delay, without any blow.
- Additional Possessions "Add to your woman's possessions one bowl, makes copper (by) weight 5 (deben)."
- Signatory ⁹Wrote 'Petosiri son of'²⁶ Patseo, 'himself',²⁷ "I will act in accordance with everything which (is) above."
- Scribe Wrote Espemet son of Eshor who acts²⁸ (as) scribe in Elephantine (and) Syene.
- VERS0
- Witness-List (On the back of the text there is a very damaged list of sixteen witnesses which begins behind the *dd* on the recto [information courtesy of Dr. I. Müller]. No photograph of the witness-list has been published.)

²³ Dem. *hwy.t=t* not *di.t wy.t=*; cf. the similar Aramaic expression תרך, "expel" (see on *TAD* B2.6:29-30 [B28]).

²⁴ Dem. *lg pzy(z) nkt i.ir-hr=t*, "remove my possessions from your presence/before you;" cf. the similar Aramaic expression in *TAD* B3.11:13 (B44).

²⁵ For the Aramaic equivalent of this phrase, cf. *TAD* B2.6:31 (B28).

²⁶ The reading of the traces as *Pi-di-wsir st* follows a suggestion of G.R. Hughes.

²⁷ W. Erichsen and E. Lüdeckens both read *pzy(z) rt*, "my representative," here. K.-Th. Zauzich, *Ägyptische Handschriften*, no. 56, gave no reading in his transliteration of the line (although he refers to the above reading in a footnote, and in a note to B. Porten suggested *iwf dd*), while G.R. Hughes proposed *st Iw=f...'*, "son of Ef-...'" (i.e. Petosiri's grandfather). This is a possibility, although the rest of the name remains unclear. Alternatively, we could have here a cursive writing of *tp* for *tpf*, "himself." This would agree with the traces (cf. the ending of the last of the writings under *Ptol.* in W. Erichsen, *Glossar*, 626) and makes sense in the context. See further *P. Wien* D 10150.7 (C28).

²⁸ Literally "who does."

C34

P. Berlin 13534

TRANSFER OF HOUSE-SHARES

- DATE: 22 February, 2 BCE
 SIZE: 26 cm wide by 13 cm high; the left edge and lower half of the text are missing
 LINES: 9, incomplete, parallel to the fibers on the recto, perpendicular to the joins. An unknown number of lines are lost below and little of lines 7-9 remains. The verso is blank (as far as we are able to tell)
 PARTIES: Pakhnum (parents' names lost) to Petosirespemet, Horpaese and Teti-¹..., children of Petosirespemet, plus one other (name lost, but also possibly of the same parentage)
 SCRIBE: Lost
 PUBLICATION: W. Spiegelberg, *Demotische Papyrus von der Insel Elephantine*, no. 13; K.-Th. Zauzich, *Ägyptische Handschriften*, no. 8

Pakhnum transfers two sets of house-shares to four individuals, at least three of whom, if not all four, are of the same parentage. Both alienor and alienees are in the service of Khnum, either as full priests or as temple functionaries. Pakhnum had acquired the house-shares from different individuals — a *pastophoros* of Khnum and an administrative official and his wife. He describes how and where he acquired each piece of property, but he does not give any detailed geographic delineation beyond stating the broad area where the property was located. The loss of a significant proportion of the left side of the text (at least 10 cm and possibly more) makes it difficult to make sense of the last four, partly extant, lines nor is it possible to estimate how many lines are missing at the end of the papyrus.

RECTO

- Date ¹Year 28, Mecheir, day 28, of Caesar the god.¹
 Parties Said (the) *pastophoros* of Khnum, (the) great, lord (of) Elephantine, the great god, *wab*-priest, 'shepherd'² (of the) soul (of the) ram,³ '...' of Khnum, Pakhnum [son of ... (and) ..., his mother, to (the) ... son of Petosirespemet]⁴ together with

¹ Augustus.

² Dem. *mn*; the reading is by no means certain; cf. K.-Th. Zauzich, *Ägyptische Handschriften*, no. 8, note 3.

³ Dem. *by nh*. I take the sign after the divine determinative of *nh* as the animal flesh determinative (rather than as the writing of "divine-father," as W. Spiegelberg, but not K.-Th. Zauzich, read it), and translate *nh* by "ram" (rather than "living," although note the expression [*ni*] *ntr.w nh*, "[the] living gods," in P. Berlin 13575, line 8 [K.-Th. Zauzich, *Enchoria* 17 (1990), 123-128], and the epithet *by nh n Gb*, "the living ba of Geb" [J. Quaegebeur, *GM* 120 (1991), 62]). *nh* meaning "ram" is not to my knowledge found elsewhere in demotic, but it is common in earlier phases of the language. If *mn*, "shepherd," is correct, then we would have a title which would be quite in keeping for a priest of Khnum. I do not consider *by-nh* to be a proper name (although it does appear as such elsewhere; cf. *Demot. Nb.* I, 136), as there is no following filiation sign before the unread word and because the name Pakhnum at the end of the line does not have any *n*, "to," before it (i.e. everything between "said" and "Pakhnum" must be the latter's titles).

⁴ The end of Pakhnum's name is lost, so it is possible that it could have been *Pa-hnm-?*. The names of his father and mother would have followed, then *n*, "to," and the title, name and father of the first of the alienees. I would estimate that, with this restoration, around 10 cm of text are missing on the left-hand side (which is also what is needed for the restoration in line 2). The first alienee's father I restore as Petosirespemet (cf. note 6), taking this contractor to be the brother of the others. His mother's name stood at the end of the next line, after the names of his brothers and sister. If he is not the brother, cf. note 8, then his mother's name would have stood at the end of line 1, thereby adding to the length of the missing segment.

	(the) baker (of) Khnum ⁵ Petosirespemet son of the same, ⁶ together with (the) ba[ker] (of) Khnum Horpaese son of Petosirespemet, together with (the) lady Teti- ^r ... ¹⁷ daughter of Petosirespemet, makes four ⁸ people, their mother [...]:
Transfer I	["You have caused my heart to be satisfied with the money for the ... shares of the house], ⁹
Description	³ one-storied, ¹⁰ which (is) in the upper quarter of Elephantine,
Pedigree I	which I bought from (the) <i>pastophoros</i> (of) Khnum, (the) great, lord (of) Elephantine, the great god, who (served) ¹¹ in the temple (of) Khnum, in Akhmim, ¹² Espemet [son of ...] [...] ¹³ ⁴ at the record-office ¹⁴ of Heti son of Pasi in Akhmim,
Transfer II	together with my other $\frac{1}{2}$ share of the house in question,
Pedigree II	which I bought from (the) head of Syene, in Ptolemais, ¹⁵ Pamet son of Billos, together with (the) lady Teti-[... daughter of ...]

⁵ Greek *artokopos* = dem. *mr-^r.wy-psy*, the priest responsible for preparing the deity's daily offerings of bread.

⁶ The father's name was the same as the son's.

⁷ The woman's name begins with *Ti-di-pi*, followed by a ligature which looks like *n* or *q* and then traces which resemble the writing of *sy*, "Sais" (cf. W. Erichsen, *Glossar*, 408). It ends with the divine determinative.

⁸ W. Spiegelberg read "three" in the transliteration and "four" in the translation. The demotic looks more like "three" but "four" could be read, which would mean that the four alienees are of the same parentage. In line 6 it is stated that $\frac{1}{2}$ of the property was given to each of the alienees.

⁹ Alternatively we could have a "document-of-withdrawal," *sh-n-wy*, which would read: "I am far from you in (respect of) your house." Originally, I assumed that the "other $\frac{1}{2}$ share" mentioned in line 4 necessitated the restoration of $\frac{1}{2}$ in the lacuna here, but on reflection it is possible that other fractions could have stood in the missing segment. What is certain, however, is that the missing text referred to shares in the same house.

¹⁰ Dem. *iw-f whm n ht 1.t* = Greek *μονόστεγος*

¹¹ The "who" refers to the *pastophoros*.

¹² For the reading *Hn-min* (modern Akhmim, the Greek Panopolis), cf. the identical writing in H.-J. Thissen, *Der verkommene Harfenspieler* (Sommerhausen, 1992), 60 and 123. It seems strange that the purchaser acquired these house-shares as far north as Akhmim, but that does seem to be the most appropriate interpretation of the demotic, even though it means that the place of purchase is inserted between the vendor's title and his name. An identical construction, however, is to be found in line 4, "which I bought from (the) head of Syene, in Ptolemais, Pamet;" cf. note 15 *infra*.

¹³ The completion of the end of line 3 is problematic. The name of a second seller may perhaps be restored or, alternatively, there may just have been written the names of Espemet's father and mother (particularly if they were long names).

¹⁴ Dem. *n B s.t-(n)-sh*, "at the record-office," i.e. the place where the purchase of the house-shares was registered; cf. G. Mattha-G.R. Hughes, *The Demotic Legal Code*, 122-123 note on col. IX, line 29, and C.J. Martin in *Life in a Multi-Cultural Society*, 220.

¹⁵ Dem. *Pr-sy*. Ptolemais and Akhmim are only a few miles apart from each other; cf. A.H. Gardiner, *Ancient Egyptian Onomastica* (Oxford, 1947), II, 39-41. Their proximity gives considerable support to the readings, as these locations would otherwise look rather out of place in a text recording the sale of house-shares in Elephantine.

Pedigree Summary	[...], ¹⁶ ⁵ complete, undivided, ¹⁷ which were '...' in ¹⁸ the house-shares which I bought in Akhmim, together with the $\frac{1}{2}$ which ¹⁹ I bought in Ptolemais, which (is) written above, in it, ²⁰ south (of) the wall of the temple ²¹ [...], ⁶ which were before '...' of this house in question [...].
Investiture	"[They] are yours, ²² [yo]ur inventory of the house-shares ²³ which (are) written above, together [with the] $\frac{1}{2}$ which (is) written above, ²⁴ making $\frac{1}{2}$ part to each of you [...], ⁷ [which I] bought [...] every [...] in the world [...].
Warranty	"[I will cause them] to be clear for you from every document [(and) every word in the world ...] ⁸ [...] you it. I will ²⁵ [...]." (REST MISSING)

¹⁶ How line 4 finished remains unclear.

¹⁷ The antecedent of "complete, undivided" is unclear. On the expression, cf. E.A.E. Reymond, *BJRL* 49 (1967), 474 note 22. Dem. *wš-pš*, "lacking division," i.e. not divided among a number of owners, was used from late Ptolemaic times onwards to denote the Greek expression *κοινῶν καὶ ἀδιαίρετων*; cf. E.A.E. Reymond, *Catalogue of Demotic Papyri in the Ashmolean Museum*, (Oxford, 1973), I, 105 n. 17.

¹⁸ The text is damaged and the reading uncertain. The dem. looks like *nty iw* [...]rw.

¹⁹ The "which" refers to the house-shares acquired in Ptolemais.

²⁰ By "in it" I assume that the alienor means that he is including the second set of house-shares, bought in Ptolemais, with the first ones, bought in Akhmim. The loss of the end of line 5 and the damage at the beginning of line 6 makes interpretation difficult. Alternatively, the *hn=w* may refer back to the relative clause, in which case the translation would read, "in which were '...' of the house-shares."

²¹ It is possible that the *rsy*, "south," introduces the description of the neighbors of the house. In this case the translation would read, "south, the wall of the temple." The signs read *ḏḏḏ*, forming part of the composite preposition *hr-ḏḏḏ*, might be read *ibt*, "east" (although it is then difficult to make sense of the *hr*), and the unread traces before "of this house" would fit [*r n*] *'hyn.w*, "[makes the] 'neighbors'."

²² The dem. reads *mtw=tn* [*st n*]y=tn *wn.w*.

²³ "Inventory of house-shares" and the fact that we are dealing with fractions of houses suggests that it may be the rights to the income from the property that is the purpose of the transfer rather than occupancy of the said houses, but this is no more than speculation.

²⁴ This refers to the house-shares which were bought in Akhmim.

²⁵ I read *=tn s iw=ry*.

RECEIPT AND LISTS (C35-37)

C35

P. Berlin 13582

RECEIPT

DATE: 21 July-19 August 487 BCE
 SIZE: 34 cm wide by 28 cm high; the papyrus is torn on the right-hand side and the first signs of each line are lost
 LINES: 4, parallel to the fibers on the recto, perpendicular to the joins; the verso is blank
 PARTIES: From a treasury official on the staff of Parnu, the Persian governor of Tshetres, to Paibes son of Petiese
 SCRIBE: Espemet son of Horoudja
 PUBLICATION: K.-Th. Zauzich, *DPB I*

A receipt for 2 deben is issued by the Persian treasury to a certain Paibes. The payment had been made, in two installments, for the appointment of Paibes' son, Djedhor, as second *wab*-priest of Khnum. It probably represents the initiation tax, the later Greek τελεστικόν, which was levied by the State on appointees to sacerdotal office.

RECTO

Date ¹Year 35, Pharmouthi, of Pharaoh Darius.¹
 Receipt Payment received² for making second *wab*-priest³ of Khnum, (the) great, lord of Elephantine, ²[Djedhor]⁴ son of Paibes, 1 silver (deben)-*hr*,⁵ 'makes ...' in accordance with the '...'^{1,6} (which) Paibes son of Petiese, his father, 'brought'¹⁷ to

¹ 21 July-19 August, 487 BCE.

² Dem. *iw n šp/iw r šp*, the literal translation of which is a well-known crux, is probably to be translated literally by "entered as received;" cf. S. P. Vleeming, *The Gooseherds of Hou*, 32-33 note bb (his fn. 12 needs revision in the light of the above translation of *r ir* as "for making" instead of as a relative clause). It should be compared with the similar expressions *iw n mh*, "entered for" > "receipt of/for payment," and *iw n hy*, "entered for" > "receipt of/for measuring."

³ That Djedhor was appointed to the position of second *wab*-priest denotes grading among the *wab*-priests at Elephantine.

⁴ Restoration by K.-Th. Zauzich, based on the unpublished *P. Berlin 23594*.

⁵ The expression *hd (n) hr* is discussed by P.W. Pestman, *Les papyrus démotiques de Tsenhor*, I, 45, note VIII. It would appear to be the equivalent of the more common *hd n wth*, "refined silver," which quickly superseded it, but the translation is uncertain.

⁶ Neither the reading nor the interpretation of the signs between *hd (n) hr* and *r-h pi*, "in accordance with the," and after *r-h pi* is clear. The first sign is probably *r*, "makes" (it is just conceivable that it could be *qt*, "kite;" cf. S.P. Vleeming, *The Gooseherds of Hou*, 250 §87). The following signs look like a writing of $\frac{1}{2}$, $\frac{1}{2}$, and $\frac{1}{2}$, but if this were the case we would expect the signs read $\frac{1}{2}$ and $\frac{1}{2}$ to be the other way around. The sign which could be $\frac{1}{2}$ reappears after the *r-h pi*, which means that the expression would then read, "in accordance with the $\frac{1}{2}$." K.-Th. Zauzich, however, reads it as *psy*, "burning." The first occurrence of the sign he takes as a determinative and reads the signs preceding it, with hesitation, as *mh3 = mh*, "to burn." The reading is, however, very questionable, in particular the *h*. The expression seems to explain the silver in some way, either as a breakdown of the 1 deben or as some form of qualification of the *hd (n) hr*.

⁷ G.R. Hughes read *(n)-dr.t*, "from," but this is not clear and, with K.-Th. Zauzich, I read *(r)-in¹* (the dot after *psy*, read *r* by K.-Th. Zauzich, does not look like any of the other readings of *r* in this text and I connect it with the preceding *psy* accordingly [similarly in the line below]).

⁸ "Collection-box" = dem. *ffyt*, a word commonly used to denote a treasury of the temple, where the temple-revenue, in kind or in money, was kept; cf. M.A.A. Nur el-Din, *The Demotic Ostraca in the*

the collection-box⁸ of Parnu,⁹ ³[he of Tshet]res,¹⁰ to whom the fortress of Syene¹¹ is entrusted, amounting to 2 silver (deben)-*hr*, 'makes ...' in accordance with the '...', (to) the collection-box of Parnu, he of Tshetres, ⁴to [whom the] fortress of Syene is entrusted. They were received; they were delivered; (and) their payment which was made for him before was in them.¹²

Scribe

Wrote Espemet son of Horoudja.

National Museum of Antiquities at Leiden, 21, and S.P. Vleeming, *Enchoria* 15 (1987), 153-154. Here it surely refers to the State treasury at Elephantine (as well as the central treasury at Memphis, each district had its own treasury; cf. E. Bresciani in *Cambridge History of Judaism*, 366). This is presumably the "treasury of the king" that bordered on the house of the Jewish Temple official, Anani son of Azariah (*TAD* B3.4:9 [B37], 3.7:7 [B40], 3.11:4 [B44]; 4.2:6 [B48], simply "treasury"). It was otherwise known as, or part of, the "house of the king" (*TAD* B3.13:6 [B46], 4.4:12, 16; 5.5:8 [B49]).

⁹ On the name, which is to be read *Prnw* rather than *Prnwt*, cf. G.R. Hughes in *Fs Lüddeckens*, 76-77. Parnu was an important official, being both governor of Tshetres and garrison commander of Syene (Aramaic רב חילא [*TAD* A 4.7:7 [B19], 4.8:6 [B20], *et al.*]). We also encounter him in *P. Loeb* 1 (C4).

¹⁰ On Tshetres, cf. note 1 to *P. Berlin* 13543 (C11).

¹¹ For the reading, cf. note 6 to *P. Berlin* 13565 (C13).

¹² The earlier delivery of 1 deben was included in the total.

C36

P. Berlin 13541

LIST OF NAMES AND CONTRIBUTIONS

DATE: Ptolemaic
SIZE: 6 cm wide by 16 cm high
LINES: 7, parallel to the fibers, on the recto; the verso is blank
SCRIBE: Not stated
PUBLICATION: K.-Th. Zauzich, *DPB* I; M. Smith, *Enchoria* 10 (1980), 197

The text is a small list of names and contributions, amounting to 5 kite, drawn up presumably for tax purposes.

RECTO

Heading	¹ The monies which he collected: (in) kite.
Names	² Pshenese: kite 1. ³ Espemet (son of) 'Pakhelkhons': ¹ kite 1. ⁴ Pamet son of Wennefer: kite $\frac{1}{2}$. ⁵ Essatmer: ² kite $\frac{1}{2}$. ⁶ Eshor son of Esthot: ³ kite 2.
Total	⁷ Makes money, 5 kite.

¹ Possibly *Pꜣ-hr-hnsw*?

² So M. Smith, *op. cit.*.

³ So M. Smith, *op. cit.*.

C37

P. Berlin 15774

LIST OF NAMES

DATE: Ptolemaic (possibly late 3rd century BCE; cf. note 2 *infra*)
SIZE: 6.5 cm wide by 9.5 cm high; the top part of the papyrus is missing
LINES: x+11, parallel to the fibers, on the recto; the verso is blank
SCRIBE: Not stated
PUBLICATION: K.-Th. Zauzich, *DPB I*

This text is a fragment of a name-list, but it is not clear what the purpose of the list might have been.

RECTO

Names

- x+1[...] son of Pakhnum 1.¹
- x+2[...] (*space*) †.
- x+3Sirthot son of Hornefer.²
- x+4Espemetshepes son of Pahor.
- x+5Djedhor son of Espemet.
- x+6Horoudja, his brother.
- x+7Hor son of Esnebankh.
- x+8Petihorpakheret son of Hornefer.
- x+9Nakhtmont son of Djedhor.
- x+10A thing which belongs to Pahe son of Ahmose.
- x+11Makes eight (people).³

¹ The line is damaged and the restoration not certain.

² Sirthot son of Hornefer is also known from *P. Berlin 15516 (C8)*. If this is correctly dated, then our text would belong to the late 3rd century BCE.

³ There are eight individuals named between lines x+3 and x+10.

PROSOPOGRAPHY

NAME	DEMOTIC	PAPYRUS
Adeliye f. Pahor	<i>zdr̄</i>	<i>P. Berlin</i> 13538 (B16)
Ahertais s. Benpouknumkhaerou	<i>Iḥ-i.ir-di-s</i>	<i>P. Berlin</i> 13572 (B2)
Ahertais f. Osirouer		<i>P. Berlin</i> 13579 (B10)
Ahertais		<i>P. Berlin</i> 13538 (B16)
Ahertais s. Benpouknumkhaenimou		<i>P. Wien</i> D 10150 (B28)
Ahmose	<i>Iḥ-ms</i>	<i>P. Berlin</i> 13579 (B10)
Ahmose f. Horoudja and h. Merib		<i>P. Wien</i> D 10151 (B29)
Ahmose f. Pahe		<i>P. Berlin</i> 15774 (B37)
Amenhotep f. Eshor	<i>Imn-ḥtp</i>	<i>P. Berlin</i> 15520 (B6)
Amenhotep f. Imhotep		<i>P. Berlin</i> 13554 (B31)
Ankhhep f. Eskhons	<i>ḥḥ-ḥp</i>	<i>P. Wien</i> D 10150 (B28)
Ankhhep f. Khnumemhat and h. Tareshi		<i>P. Moscow</i> 135 (B30)
Ankh'merouer' s. 'Pshenhep'	<i>ḥḥ-'mr-wr'</i>	<i>P. Berlin</i> 13554 (B31)
Arhepermennefer m. Pairdi, Horoudja and Taneferiou and w. Espemet	<i>r-ḥp-r-mn-nfr</i>	<i>P. Wien</i> D 10151 (B29)
Atrbanu	<i>zrpn</i>	<i>P. Loeb</i> 1 (B4)
Baiankh f. Petosiresmet	<i>Bḥ-ḥḥ</i>	<i>P. Berlin</i> 15518 (B23)
Bekrenef f. Espemet and h. Renpenofre	<i>Bk-rn-f</i>	<i>P. Wien</i> D 10150 (B28)
Bekrenef f. Espemet		<i>P. Wien</i> D 10151 (B29)
Belle	<i>Br</i>	<i>P. Berlin</i> 15521 (B14)
Belle f. Imhotep		<i>P. Berlin</i> 13554 (B31)
Benpouknumkhaenimou f. Ahertais	<i>Bn-pw-ḥnm-ḥs^c-n.im-w</i>	<i>P. Wien</i> D 10150 (B28)
Benpouknumkhaerou f. Ahertais	<i>Bn-pw-ḥnm-ḥs^c-r.r-f</i>	<i>P. Berlin</i> 13572 (B2)
Billos f. Pamet	<i>Byllws</i>	<i>P. Berlin</i> 13534 (B34)
Djedhepiu[efankh] f. Petineferhotep	<i>Dd-ḥp-iw[=f-ḥḥ]</i>	<i>P. Berlin</i> 13616 (B24)
Djedhor f. Hapertais and h. Taiounakhetou	<i>Dd-ḥr</i>	<i>P. Berlin</i> 13614 (B27)
Djedhor s. Paibes		<i>P. Berlin</i> 13582 (B35)
Djedhor s. Espemet		<i>P. Berlin</i> 15774 (B37)
Djedhor f. Nakhtmont		<i>P. Berlin</i> 15774 (B37)
Es-'...'-ibre f. Eshor	<i>Ns-'...'-ib-r'</i>	<i>P. Wien</i> D 10150 (B28)
Esbi s. [Hor]oudja	<i>Ns-by</i>	<i>P. Berlin</i> 13572 (B2)
Eshor f. Espemet	<i>Ns-ḥr</i>	<i>P. Berlin</i> 13539 (B3)
Eshor f. Petihorpakheret		<i>P. Berlin</i> 13568 (B5)
Eshor s. Amenhotep		<i>P. Berlin</i> 15520 (B6)
Eshor		<i>P. Berlin</i> 13538 (B16)
Eshor f. Esoudjathot		<i>P. Berlin</i> 13614 (B27)
Eshor s. Es-'...'-ibre		<i>P. Wien</i> D 10150 (B28)
Eshor f. Hornefer		<i>P. Moscow</i> 135 (B30)
Eshor f. Espemet		<i>P. Berlin</i> 13593 (B33)
Eshor s. Esthot		<i>P. Berlin</i> 13541 (B36)

Eskeyshouty f. Paret	<i>Ns-<u>qy</u>-šw</i>	<i>P. Berlin 13587 (B19)</i>
Eskhnum s. Espemet and Taheni	<i>Ns-<u>hnm</u></i>	<i>P. Wien D 10151 (B29)</i>
Eskhnum f. Taseni and Tetikhnum and h. Tareshi		<i>P. Moscow 135 (B30)</i>
Eskhnum f. Tarembasti		<i>P. Moscow 135 (B30)</i>
Eskhnummet	<i>Ns-<u>hnm</u>-mtr</i>	<i>P. Berlin 15522 (B12)</i>
Eskhnummet		<i>P. Berlin 13587 (B19)</i>
Es[khnum]pemet	<i>Ns-<u>hnm</u>-pi-mtr</i>	<i>P. Berlin 13572 (B2)</i>
Eskhnumpemet s. Horkheb		<i>P. Berlin 13539 (B3)</i>
Eskhnumpemet		<i>P. Berlin 13568 (B5)</i>
Eskhnumpemet		<i>P. Berlin 15519 (B9)</i>
Eskhnumpemet s. Esnebankh		<i>P. Berlin 13543 (B11), P. Berlin 13565 (B13) and P. Berlin 15521 (B14)</i>
Eskhons s. Ankhhep	<i>Ns-<u>hns</u>w</i>	<i>P. Wien D 10150 (B28)</i>
Esmin	<i>Ns-min</i>	<i>P. Berlin 15522 (B12)</i>
Esnebankh f. Eskhnumpemet	<i>Ns-nb-<u>nh</u></i>	<i>P. Berlin 13543 (B11), P. Berlin 13565 (B13) and P. Berlin 15521 (B14)</i>
Esnebankh f. Paseni		<i>P. Moscow 135 (B30)</i>
Esnebankh f. Hor		<i>P. Berlin 15774 (B37)</i>
Esoudjathot s. Eshor	<i>Ns-wdš-dhwty</i>	<i>P. Berlin 13614 (B27)</i>
Esoueri m. Tasati and w. Horwennefer	<i>is.t-wr.t</i>	<i>P. Berlin 13554 (B31)</i>
Espaentiseni f. Espemet	<i>Ns-pi-nty-sny</i>	<i>P. Wien D 10150 (B28)</i>
Espaentiseni s. Espemet and Taneferiou		<i>P. Wien D 10151 (B29)</i>
Espatou	<i>Ns-piy-w-t.wy</i>	<i>P. Berlin 15516 (B8)</i>
Espatou		<i>P. Berlin 15527 (B15)</i>
Espemet s. Eshor	<i>Ns-pi-mtr</i>	<i>P. Berlin 13539 (B3)</i>
Espemet s. Khnumemhat		<i>P. Berlin 13568 (B5)</i>
Espemet f. Tshentareshi		<i>P. Berlin 13538 (B16)</i>
Espemet s. Petiiireyhemesnefer		<i>P. Dodgson (B26)</i>
Espemet f. Petosiri/Peti		<i>P. Dodgson (B26)</i>
Espemet s. Psamtjekmenekhib		<i>P. Berlin 13614 (B27)</i>
Espemet s. Eswennefer		<i>P. Berlin 13614 (B27)</i>
Espemet s. Espaentiseni		<i>P. Wien D 10150 (B28)</i>
Espemet f. Wahibre		<i>P. Wien D 10150 (B28)</i>
Espemet f. Hepieu		<i>P. Wien D 10150 (B28)</i>
Espemet s. Wahibre		<i>P. Wien D 10150 (B28)</i>
Espemet f. Hor		<i>P. Wien D 10150 (B28)</i>
Espemet s. 'Pahemnetersenunu'		<i>P. Wien D 10150 (B28)</i>
Espemet f. Espemetshepes and Tshenyah, s. Bekrenef and Renpenofre (I) and h. Renpenofre (II)		<i>P. Wien D 10150 (B28) and P. Wien D 10151 (B29)</i>

Espemet f. Eskhnum, Pairdi, Horoudja and Taneferiou, s. Horoudja and h. Taheni and Arhepermennefer		<i>P. Wien D 10151 (B29)</i>
Espemet (I) f. Petosiri, Udja-'...'-mer, Espaentiseni and Segi, s. Petosiri and Ruru and h. Tapemet, Tapaentihetneter and Taneferiou		<i>P. Wien D 10151 (B29)</i>
Espemet (II) f. Petosiri		<i>P. Wien D 10151 (B29)</i>
Espemet f. Petosiri		<i>P. Moscow 135 (B30)</i>
Espemet f. 'Pshen'khons		<i>P. Berlin 13554 (B31)</i>
Espemet s. Pamerihet		<i>P. Berlin 13554 (B31)</i>
Espemet s. Thotieu		<i>P. Berlin 13535 (B32)</i>
Espemet s. Eshor		<i>P. Berlin 13593 (B33)</i>
Espemet s. [...]		<i>P. Berlin 13534 (B34)</i>
Espemet s. Horoudja		<i>P. Berlin 13582 (B35)</i>
Espemet s. 'Pakhelkhons'		<i>P. Berlin 13541 (B36)</i>
Espemet f. Djedhor and Horoudja		<i>P. Berlin 15774 (B37)</i>
Espemetshepes	<i>Ns-pš-mtr-šps</i>	<i>P. Berlin 13572 (B2)</i>
Espemetshepes s. Espemet		<i>P. Wien D 10151 (B29)</i>
Espemetshepes s. Pahor		<i>P. Berlin 15774 (B37)</i>
Essatmer	<i>Ns-sš.t-mr</i>	<i>P. Berlin 13541 (B36)</i>
Esshoutefnut f. Pshentaihet	<i>Ns-šw-tfn.t</i>	<i>P. Berlin 13619 (B7)</i>
Esthot f. Eshor	<i>Ns-dhwty</i>	<i>P. Berlin 13541 (B36)</i>
Eswennefer f. Pshenkhons	<i>Ns-wn-nfr</i>	<i>P. Berlin 13568 (B5) and P. Berlin 15520 (B6)</i>
Eswennefer f. Espemet		<i>P. Berlin 13614 (B27)</i>
Gemouhep s. 'Khere'	<i>Gm-w-hp</i>	<i>P. Berlin 15527 (B15)</i>
Gemouhep f. Panefer		<i>P. Berlin 15527 (B15)</i>
Haaibre f. Petikhnum	<i>H^{cc}-ib-r'</i>	<i>P. Berlin 13539 (B3)</i>
Hakoris	<i>Hgr</i>	<i>P. Berlin 13579 (B10)</i>
Hapertais s. Djedhor and Taiounakhetou	<i>H_p-i.ir-di-s</i>	<i>P. Berlin 13614 (B27)</i>
'Hemneter' s. 'Horame'	<i>'Hm-ntr'</i>	<i>P. Berlin 13554 (B31)</i>
Hemneterosir s. Pa- [...]	<i>Hm-ntr-wsir</i>	<i>P. Berlin 13619 (B7)</i>
Hemneterosir f. Pshenpamerihet		<i>P. Berlin 15609 (B21)</i>
Hepieu s. Espemet	<i>H_p-iw</i>	<i>P. Wien D 10150 (B28)</i>
Herakleides	<i>Hrg₂</i>	<i>P. Berlin 13543 (B11)</i>
Heti s. Pasi	<i>Htr</i>	<i>P. Berlin 13534 (B34)</i>
Hor	<i>Hr</i>	<i>P. Berlin 13579 (B10)</i>
Hor s. Pahetneter		<i>P. Berlin 13544 (B17)</i>
Hor s. Espemet		<i>P. Wien D 10150 (B28)</i>
Hor f. Osirouer		<i>P. Moscow 135 (B30)</i>
Hor f. Rera		<i>P. Berlin 13554 (B31)</i>
Hor f. Hor and 's. Udjahor'		<i>P. Berlin 13554 (B31)</i>
Hor s. Hor		<i>P. Berlin 13554 (B31)</i>
Hor f. Pataoui		<i>P. Berlin 13554 (B31)</i>

Hor s. Esnebankh		<i>P. Berlin 15774 (B37)</i>
'Horame' f. 'Hemneter'	<i>'Hr-ꜣm'</i>	<i>P. Berlin 13554 (B31)</i>
Horbek	<i>Hr-bk</i>	<i>P. Berlin 15609 (B21)</i>
Horkheb f. Eskhnumpemet	<i>Hr-hb</i>	<i>P. Berlin 13539 (B3)</i>
Hornefer f. Sirthot	<i>Hr-nfr</i>	<i>P. Berlin 15516 (B8) and P. Berlin 15774 (B37)</i>
Hornefer s. Eshor		<i>P. Moscow 135 (B30)</i>
Hornefer f. Petihorpakheret		<i>P. Berlin 15774 (B37)</i>
[Hor]oudja f. Esbi	<i>Hr-wdꜥ</i>	<i>P. Berlin 13572 (B2)</i>
Horoudja		<i>P. Berlin 13547 (B18)</i>
Horoudja f. Iretouerou		<i>P. Berlin 13614 (B27)</i>
Horoudja s. Ahmose and Merib		<i>P. Wien D 10151 (B29)</i>
Horoudja f. Espemet		<i>P. Wien D 10151 (B29)</i>
Horoudja s. Espemet and Arhepermennefer		<i>P. Wien D 10151 (B29)</i>
Horoudja f. Espemet		<i>P. Berlin 13582 (B35)</i>
Horoudja s. Espemet		<i>P. Berlin 15774 (B37)</i>
Horpaese f. Pataoui	<i>Hr-pa-is.t</i>	<i>P. Dodgson (B26)</i>
Horpaese s. Paoupet		<i>P. Berlin 13535 (B32)</i>
Horpaese s. Petosirespemet		<i>P. Berlin 13534 (B34)</i>
Horpakolludj	<i>Hr-pꜥ-qrꜥ</i>	<i>P. Berlin 15527 (B15)</i>
Horsiese f. Paiaou	<i>Hr-si-is.t</i>	<i>P. Berlin 13554 (B31)</i>
Hortefnakht	<i>Hr-tyꜥf-nht</i>	<i>P. Berlin 15519 (B9)</i>
Hortefnakht		<i>P. Berlin 13538 (B16)</i>
Horwennefer f. Khnumemakhet	<i>Hr-wn-nfr</i>	<i>P. Loeb 1 (B4)</i>
Horwennefer f. Tasati and h. Esoueri		<i>P. Berlin 13554 (B31)</i>
Imhotep f. Taiseped and Tshenoueresh	<i>Iy-m-htp</i>	<i>P. Padua (B22)</i>
Imhotep f. Nehemesese and Tshenkhons		<i>P. Padua (B22)</i>
Imhotep s. Amenhotep		<i>P. Berlin 13554 (B31)</i>
Imhotep s. Belle		<i>P. Berlin 13554 (B31)</i>
Irethorerou f. Paret	<i>Ir.t-ḥr-rꜥw</i>	<i>P. Berlin 13565 (B13)</i>
Irethorerou f. Paret		<i>P. Berlin 13587 (B19)</i>
Iretouerou s. Horoudja	<i>Ir.tꜥw-rꜥw</i>	<i>P. Berlin 13614 (B27)</i>
Kellos f. Tahapi and '...'	<i>Glls</i>	<i>P. Berlin 13554 (B31)</i>
'Khere' f. Gemouhep	<i>'Hre'</i>	<i>P. Berlin 15527 (B15)</i>
Khnumemakhet s. Horwennefer	<i>Hnm-m-ih.t</i>	<i>P. Loeb 1 (B4)</i>
Khnumemakhet		<i>P. Berlin 15527 (B15)</i>
Khnumemakhet s. Paseni		<i>P. Berlin 13538 (B16)</i>
Khnumemakhet		<i>P. Berlin 13547 (B18)</i>
Khnumemhat f. Espemet	<i>Hnm-m-ḥꜥ.t</i>	<i>P. Berlin 13568 (B5)</i>
Khnumemhat s. Ankhhep and Tareshi		<i>P. Moscow 135 (B30)</i>
Leli s. Petikhnum	<i>Lly</i>	<i>P. Berlin 15518 (B23)</i>
Merib m. Horoudja and w. Ahmose	<i>Mr-ib</i>	<i>P. Wien D 10151 (B29)</i>
Nakhtmin	<i>Nht-min</i>	<i>P. Berlin 13619 (B7)</i>
Nakhtmin s. Sebekhotep		<i>P. Berlin 15521 (B14)</i>
Nakhtmont s. Djedhor	<i>Nht-mnt</i>	<i>P. Berlin 15774 (B37)</i>

Naneferibre	<i>N3-nfr-ib-r^c</i>	<i>P. Berlin 15527 (B15)</i>
Naneferibreemakhet s. 'Pakheret'	<i>N3-nfr-ib-r^c-m-ih.t</i>	<i>P. Berlin 13572 (B2)</i>
Nehemesese s. Imhotep	<i>Nhm-s-is.t</i>	<i>P. Padua (B22)</i>
Osirouer s. 'Petianoup'	<i>Wsir-wr</i>	<i>P. Berlin 13572 (B2)</i>
Osirouer		<i>P. Loeb 1 (B4)</i>
Osirouer s. Ahertais		<i>P. Berlin 13579 (B10)</i>
Osir[ouer]		<i>P. Berlin 15527 (B15)</i>
Osirouer s. Hor		<i>P. Moscow 135 (B30)</i>
Pa-[...] f. Hemneterosir	<i>Pa-[...]</i>	<i>P. Berlin 13619 (B7)</i>
Paesi s. Paseni	<i>Pa-is.t</i>	<i>P. Berlin 13554 (B31)</i>
Pahe s. Ahmose	<i>Pa-he</i>	<i>P. Berlin 15774 (B37)</i>
'Pahemnetersenunu' f. Espemet	<i>'P3-hm-ntr-2.nw'</i>	<i>P. Wien D 10150 (B28)</i>
Pahetneter f. Hor	<i>Pa-h.t-ntr</i>	<i>P. Berlin 13544 (B17)</i>
Pahor s. Adeliye	<i>Pa-hr</i>	<i>P. Berlin 13538 (B16)</i>
Pahor f. Paret		<i>P. Berlin 13587 (B19)</i>
Pahor f. Paret		<i>P. Berlin 13535 (B32)</i>
Pahor f. Espemetshepes		<i>P. Berlin 15774 (B37)</i>
Paiaou s. Horsiese	<i>P3y-w</i>	<i>P. Berlin 13554 (B31)</i>
Paibes s. Petiese and f. Djedhor	<i>P3y-bs</i>	<i>P. Berlin 13582 (B35)</i>
Pairdi s. Espemet and Arhepermennefer	<i>Pa-ir-di.t</i>	<i>P. Wien D 10151 (B29)</i>
Pakhe f. Pataoui	<i>Pa-hy</i>	<i>P. Berlin 15527 (B15)</i>
Pakhelkhons f. Tareshi and s. Petosiri and Tarembasti	<i>P3-hr-hnsw</i>	<i>P. Moscow 135 (B30)</i>
'Pakhelkhons' f. Espemet		<i>P. Berlin 13541 (B36)</i>
'Pakheret' f. Naneferibreemakhet	<i>'Pa-hrt'</i>	<i>P. Berlin 13572 (B2)</i>
Pakhnum s. Thotpasekhet	<i>Pa-hnm</i>	<i>P. Berlin 15520 (B6)</i>
Pakhnum f. Psamtjek		<i>P. Berlin 15519 (B9)</i>
Pakhnum f. Tshentahor		<i>P. Berlin 13538 (B16)</i>
Pakhnum		<i>P. Berlin 15518 (B23)</i>
Pakhnum s. Petiiireyhemesefer		<i>P. Berlin 13554 (B31)</i>
Pakhnum s. [...]		<i>P. Berlin 13534 (B34)</i>
Pakhnum f. [...]		<i>P. Berlin 15774 (B37)</i>
Pamenekh s. Psamtjeksineit	<i>Pa-mnh</i>	<i>P. Berlin 13554 (B31)</i>
Pamerihet	<i>P3-mr-ih</i>	<i>P. Dodgson (B26)</i>
Pamerihet f. Peti'ireyhemesefer'		<i>P. Berlin 13554 (B31)</i>
Pamerihet f. Espemet		<i>P. Berlin 13554 (B31)</i>
Pamet s. Billos	<i>Pa-mtr</i>	<i>P. Berlin 13534 (B34)</i>
Pamet s. Wennefer		<i>P. Berlin 13541 (B36)</i>
Pamun	<i>Pa-imm</i>	<i>P. Berlin 13538 (B16)</i>
Panefer s. Gemouhep	<i>Pa-nfr</i>	<i>P. Berlin 15527 (B15)</i>
Pankherei f. Tshenyah and h. Tetiseped	<i>P3-nh-i.ir-iy</i>	<i>P. Berlin 13614 (B27)</i>
Paoupet f. Petiiireyhemesefer	<i>P3-wp.t</i>	<i>P. Berlin 13554 (B31)</i>
Paoupet f. Horpaese		<i>P. Berlin 13535 (B32)</i>
Paret s. Irethorerou	<i>Pa-rtlr.t</i>	<i>P. Berlin 13565 (B13)</i>
Paret s. Pahor		<i>P. Berlin 13587 (B19)</i>

Paret s. Irethorerou		<i>P. Berlin 13587 (B19)</i>
Paret s. Eskeyshouty		<i>P. Berlin 13587 (B19)</i>
Paret s. Pahor		<i>P. Berlin 13535 (B32)</i>
Parnu	<i>Prnw</i>	<i>P. Loeb 1 (B4) and P. Berlin 13582 (B35)</i>
Paseni f. Khnumemakhet	<i>Pa-sny</i>	<i>P. Berlin 13538 (B16)</i>
Paseni s. Esnebankh		<i>P. Moscow 135 (B30)</i>
Paseni f. Paesi		<i>P. Berlin 13554 (B31)</i>
Pasi f. Heti	<i>Pa-sy</i>	<i>P. Berlin 13534 (B34)</i>
Pataoui s. Pakhe	<i>Pa-tš.wy</i>	<i>P. Berlin 15527 (B15)</i>
Pataoui s. Horpaese		<i>P. Dodgson (B26)</i>
Pataoui f. Taisemtaoui		<i>P. Berlin 13554 (B31)</i>
Pataoui s. Hor		<i>P. Berlin 13554 (B31)</i>
Patseo f. Petosiri and h. Takhnum	<i>Pa-tš-s.t-š.t</i>	<i>P. Berlin 13593 (B33)</i>
Paudjaemtoues s. Pshentaihet	<i>Pš-wdš-mtwzs</i>	<i>P. Berlin 13619 (B7) and P. Berlin 15516 (B8)</i>
Peftuauncit	<i>Pšyf-tšw-š.wy-ny.t</i>	<i>P. Berlin 13540 (B1)</i>
Pekhet	<i>Pḥt</i>	<i>P. Berlin 13572 (B2)</i>
Peti (= Petosiri) s. Espemet	<i>Pš-di</i>	<i>P. Dodgson (B26)</i>
Peti-'...'	<i>Pš-di-'...'</i>	<i>P. Berlin 15607 (B20)</i>
'Petianoup' f. Osirouer	<i>'Pš-di-inp'</i>	<i>P. Berlin 13572 (B2)</i>
Petiireyhememesnefer f. Espemet	<i>Pš-di-iry-ḥms-nfr</i>	<i>P. Dodgson (B26)</i>
Petiireyhememesnefer s. Pshenpaouer		<i>P. Dodgson (B26)</i>
Petiireyhememesnefer f. Pakhnum		<i>P. Berlin 13554 (B31)</i>
Peti'ireyhememesnefer' s. Pamerihet		<i>P. Berlin 13554 (B31)</i>
Petiireyhememesnefer s. Paoupet		<i>P. Berlin 13554 (B31)</i>
Petiese s. Peti-'...'	<i>Pš-di-šs.t</i>	<i>P. Berlin 15607 (B20)</i>
Petiese f. [...]		<i>P. Berlin 15518 (B23)</i>
Petiese f. Paibes		<i>P. Berlin 13582 (B35)</i>
Petihor f. 'Petititi'	<i>Pš-di-ḥr</i>	<i>P. Berlin 13614 (B27)</i>
Petihor f. Pshenpaouer		<i>P. Berlin 13554 (B31)</i>
Petihorouer s. Petosiri and Tshenese	<i>Pš-di-ḥr-wr</i>	<i>P. Berlin 13593 (B33)</i>
Petihorpakheret s. Eshor	<i>Pš-di-ḥr-pš-ḥrt</i>	<i>P. Berlin 13568 (B5)</i>
Petihorpakheret s. Hornefer		<i>P. Berlin 15774 (B37)</i>
Petikhnum s. Haaibre	<i>Pš-di-ḥnm</i>	<i>P. Berlin 13539 (B3)</i>
Petikhnum f. Leli		<i>P. Berlin 15518 (B23)</i>
Petimin s. '[Pe]tjenef'	<i>Pš-di-min</i>	<i>P. Padua (B22)</i>
Petineferhotep s. Djedhepiu[efankh]	<i>Pš-di-nfr-ḥtp</i>	<i>P. Berlin 13616 (B24)</i>
Petipanebtaoui f. Tshenese and h. Tamerihet	<i>Pš-di-pa-nb-tš.wy</i>	<i>P. Berlin 13593 (B33)</i>
'Petititi' s. Petihor	<i>'[Pš]-di-tte'</i>	<i>P. Berlin 13614 (B27)</i>
'[Pe]tjenef' f. Petimin	<i>'[Pš]-tnf'</i>	<i>P. Padua (B22)</i>
Petosiri s. Espemet	<i>Pš-di-wsir</i>	<i>P. Dodgson (B26)</i>
Petosiri f. Espemet (I) and h. Ruru		<i>P. Wien D 10151 (B29)</i>
Petosiri s. Espemet (I) and Tapemet		<i>P. Wien D 10151 (B29)</i>
Petosiri s. Espemet (II)		<i>P. Wien D 10151 (B29)</i>

Petosiri s. Espemet, f. Pakhelkhons and h. Tarembasti		<i>P. Moscow 135 (B30)</i>
Petosiri f. Thotsotem		<i>P. Berlin 13554 (B31)</i>
Petosiri s. Patseo and Takhnum, h. Tshenese and f. Petihorouer and Taioui		<i>P. Berlin 13593 (B33)</i>
Petosiresmet s. Baiankh	<i>Pi-di-wsir-ns-mt</i>	<i>P. Berlin 15518 (B23)</i>
Petosirespemet s. Petosirespemet	<i>Pi-di-wsir-ns-pi-mt</i>	<i>P. Berlin 13534 (B34)</i>
Petosirespemet f. Petosirespemet, Horpaese, [...] and Teti- ^r ...		<i>P. Berlin 13534 (B34)</i>
Petra (= Petiireyhemesefer) s. Pshenpaouer	<i>Ptri</i>	<i>P. Dodgson (B26)</i>
Pherendates	<i>Prntt</i>	<i>P. Berlin 13540 (B1) and P. Berlin 13539 (B3)</i>
Psamtjek s. Pakhnum	<i>Pi-s-n-mtk</i>	<i>P. Berlin 15519 (B9)</i>
Psamtjek s. Wahibre		<i>P. Berlin 13616 (B24)</i>
Psamtjek s. 'Wahibremerneit'		<i>P. Berlin 13614 (B27)</i>
Psamtjekmenekhib f. Espemet	<i>Pi-s-n-mtk-mnh-ib</i>	<i>P. Berlin 13614 (B27)</i>
Psamtjeksineit f. Pamenekh	<i>Pi-s-n-mtk-si-ny.t</i>	<i>P. Berlin 13554 (B31)</i>
Pshenese	<i>Pi-šr-is.t</i>	<i>P. Berlin 13541 (B36)</i>
'Pshenhep' f. Ankh ^r merouer'	<i>'Pi-šr-ħp'</i>	<i>P. Berlin 13554 (B31)</i>
Pshenkhons s. Eswennefer	<i>Pi-šr-ħnsw</i>	<i>P. Berlin 13568 (B5) and P. Berlin 15520 (B6)</i>
'Pshen'khons s. Espemet		<i>P. Berlin 13554 (B31)</i>
Pshenpamerihet s. Hemneterosir	<i>Pi-šr-pi-mr-ih</i>	<i>P. Berlin 15609 (B21)</i>
Pshenpaouer	<i>Pi-šr-pi-wr</i>	<i>P. Berlin 13544 (B17)</i>
Pshenpaouer f. Petra/Petiireyhemesefer		<i>P. Dodgson (B26)</i>
Pshenpaouer s. Petihor		<i>P. Berlin 13554 (B31)</i>
Pshentaihet f. Paudjaemtoues	<i>Pi-šr-ti-ih.t</i>	<i>P. Berlin 13619 (B7) and P. Berlin 15516 (B8)</i>
Pshentaihet s. Esshoutefnut		<i>P. Berlin 13619 (B7)</i>
Renpenofre	<i>Rnp.t-nfr.t</i>	<i>P. Padua (B22)</i>
Renpenofre m. Espemet and w. Bekrenef		<i>P. Wien D 10150 (B28)</i>
Renpenofre m. Tshenyah and w. Espemet		<i>P. Wien D 10150 (B28) and P. Wien D 10151 (B29)</i>
Rera s. Hor	<i>Rri</i>	<i>P. Berlin 13554 (B31)</i>
Ruru m. Espemet and w. Petosiri	<i>Rrw</i>	<i>P. Wien D 10151 (B29)</i>
Satibar	<i>Sibr</i>	<i>P. Berlin 13540 (B1)</i>
Sebekhotep f. Nakhtmin	<i>Sbk-ħtp</i>	<i>P. Berlin 15521 (B14)</i>
Segi s. Espemet and Tapaentihetneter	<i>Sgy</i>	<i>P. Wien D 10151 (B29)</i>
Sirhot s. Hornefer	<i>Sr-dħwt</i>	<i>P. Berlin 15516 (B8) and P. Berlin 15774 (B37)</i>
Taerou	<i>Ta-r.rw</i>	<i>P. Padua (B22)</i>
Tahapi d. Kellos and ^r ...	<i>Ta-ħpy</i>	<i>P. Berlin 13554 (B31)</i>
Taheni m. Eskhnum and w. Espemet	<i>Ti-ħny</i>	<i>P. Wien D 10151 (B29)</i>
Taioui d. Petosiri and Tshenese	<i>Ti-wy</i>	<i>P. Berlin 13593 (B33)</i>
Taiounakhetou m. Hapertais and w. Djedhor	<i>Tiy.w-(ni)-ħt.w</i>	<i>P. Berlin 13614 (B27)</i>

Taire	<i>Ti-r^c</i>	<i>P. Padua (B22)</i>
Taisemtaoui d. Pataoui	<i>Ti-smš-š.wy</i>	<i>P. Berlin 13554 (B31)</i>
Taiseped d. Imhotep	<i>Ti-spd.t</i>	<i>P. Padua (B22)</i>
Takhnum m. Petosiri and w. Patseo	<i>Ta-ḥnm</i>	<i>P. Berlin 13593 (B33)</i>
Tamerihet m. Tshenese and w. Petipanebtaoui	<i>Ta-mr-iḥ</i>	<i>P. Berlin 13593 (B33)</i>
Taneferiou d. Espemet and Arhepermennefer	<i>Ti-nfr-iw</i>	<i>P. Wien D 10151 (B29)</i>
Taneferiou w. Espemet and m. Espaentiseni		<i>P. Wien D 10151 (B29)</i>
Tapaentihetneter m. Segi and w. Espemet	<i>Ta-pi-nty-ḥ.t-ntr</i>	<i>P. Wien D 10151 (B29)</i>
Tapemet m. Udja- ¹ ... ¹ -mer and Petosiri and w. Espemet	<i>Ta-pi-mtr</i>	<i>P. Wien D 10151 (B29)</i>
Tarembasti d. Eskhnum, m. Pakhelkhons and w. Petosiri	<i>Ti-rmt.t-bst.t</i>	<i>P. Moscow 135 (B30)</i>
Tareshi d. Pakhelkhons, m. Tetikhnum, Taseni and Khnumemhat and w. Eskhnum and Ankhhep	<i>Ta-ršy</i>	<i>P. Moscow 135 (B30)</i>
Tasati d. Horwennefer and Esoueri	<i>Ta-sty</i>	<i>P. Berlin 13554 (B31)</i>
Taseni d. Eskhnum and Tareshi	<i>Ta-sny</i>	<i>P. Moscow 135 (B30)</i>
Tegeritre	<i>Tgrṯre</i>	<i>P. Berlin 13579 (B10)</i>
Teti- ¹ ...	<i>Ti-di-¹...</i>	<i>P. Berlin 13534 (B34)</i>
Teti- [...]	<i>Ti-di- [...]</i>	<i>P. Berlin 13534 (B34)</i>
Tetikhnum d. Eskhnum and Tareshi	<i>Ti-di-ḥnm</i>	<i>P. Moscow 135 (B30)</i>
Tetiseped m. Tshenyah and w. Pankherei	<i>Ti-di-spd</i>	<i>P. Berlin 13614 (B27)</i>
Thotieu f. Espemet	<i>Dḥwty-iw</i>	<i>P. Berlin 13535 (B32)</i>
Thotpasekhet f. Pakhnum	<i>Dḥwty-pi-šḥt</i>	<i>P. Berlin 15520 (B6)</i>
Thotsotem s. Petosiri	<i>Dḥwty-sdm</i>	<i>P. Berlin 13554 (B31)</i>
Tshenese d. Petipanebtaoui and Tamerihet, w. Petosiri and m. Petihorouer and Taioui	<i>Ti-šr.t-š.t</i>	<i>P. Berlin 13593 (B33)</i>
Tshenkhons d. Imhotep	<i>Ti-šr.t-ḥnsw</i>	<i>P. Padua (B22)</i>
Tshenoueresh d. Imhotep	<i>Ti-šr.t-wrš</i>	<i>P. Padua (B22)</i>
Tshentahor d. Pakhnum	<i>Ti-šr.t-ta-ḥr</i>	<i>P. Berlin 13538 (B16)</i>
Tshentareshi d. Espemet	<i>Ti-šr.t-ta-ršy</i>	<i>P. Berlin 13538 (B16)</i>
Tshenyah d. Pankherei and Tetiseped	<i>Ti-šr.t-iḥ</i>	<i>P. Berlin 13614 (B27)</i>
Tshenyah d. Espemet and Renpenofre		<i>P. Wien D 10150 (B28) + P. Wien D 10151 (B29)</i>
Tyqy	<i>Tyqy/Tqy</i>	<i>P. Berlin 15521 (B14)</i>
Udjahor f. Wahibre	<i>Wds-ḥr</i>	<i>P. Berlin 13614 (B27)</i>
'Udjahor ¹ f. Hor		<i>P. Berlin 13554 (B31)</i>
Udja- ¹ ... ¹ -mer s. Espemet and Tapemet	<i>Wds-¹...¹-mr</i>	<i>P. Wien D 10151 (B29)</i>
Wahibre	<i>Wḥ-ib-r^c</i>	<i>P. Berlin 13540 (B1)</i>
Wahibre f. Psamtjek		<i>P. Berlin 13616 (B24)</i>
Wahibre s. Udjahor		<i>P. Berlin 13614 (B27)</i>
Wahibre s. Espemet		<i>P. Wien D 10150 (B28)</i>
Wahibre f. Espemet		<i>P. Wien D 10150 (B28)</i>
'Wahibremerneit ¹ f. Psamtjek	<i>'Wḥ-ib-r^c-mr-ny.t¹</i>	<i>P. Berlin 13614 (B27)</i>
Wennefer f. Pamet	<i>Wn-nfr</i>	<i>P. Berlin 13541 (B36)</i>

THE GREEK TEXTS

B. Porten and J.J. Farber

INTRODUCTION

The Greek papyri from Elephantine/Syene range over 900 years, a wider time-span than the documents written in Aramaic, Coptic, or demotic, though less than half the period covered by the hieratic texts. These 52 documents, the earliest from 310 BCE and the last from 613 CE, differ so much from each other that they might appear to originate in different cultures, their only connection being their common language. After all, the oldest one is Hellenistic; it records arrangements between people who came to Elephantine from Greek cities on the mainland or on the islands, had spoken Greek from birth, and were most likely ethnic Greeks. They were part of the substantial movement of Greeks into the Near East, either in the army of Alexander himself or following the conquests of that army. The last group of Greek papyri, on the other hand, known as the "Patermouthis archive," comprises 32 documents created during the final 120 years of Byzantine Egypt before the Arab conquest. While they were written by scribes with (mostly) a working knowledge of Greek, they record arrangements between individuals whose names are not only Greek and Egyptian but also Hebrew, whose ethnicity is most likely Egyptian, whose religion is Christian, and who were not only incapable of writing Greek but probably could not even speak it. Today these papyri are scattered among museums and libraries in London, Munich, and Berlin, with isolated pieces in Paris, Strasbourg, and Madison, Wisconsin.

Ptolemaic and Roman Papyri

The earliest dated Greek papyrus we have from any part of the ancient world is a copy of four drinking songs found on a sheet used as the wrapping for four contracts, including a marriage contract,¹ a will,² and a pair of business documents.³ The four wrapped documents stood in a jar along with an accounting of an inheritance from

¹ *P. Eleph.* 1 (D2).

² *P. Eleph.* 2 (D3).

³ *P. Eleph.* 4, 3 (D4-5).

281.⁴ The drinking song translated here⁵ has its own charm as representative of a long Greek tradition of regulating the proceedings at drinking parties. In the marriage contract a man and a woman with Greek names and origins drew up the terms of their union, specifying the dowry brought by the wife and what was to become of it in case either party violated the terms of the marriage, and setting out how they would determine where they would live. If a scribe was employed, he was not named, but the six witnesses were all Greeks and the couple kept their own individual copies of the contract. The will was drawn up by a Greek couple in 284, and the two other contracts were drawn up between a Syrian woman and Greek guardians in 283-282. All three were attested by six witnesses and deposited with one of them, called *συγγραφοῦ ἱλαξ*, "keeper of contracts." The four contracts were written in objective style, while the inheritance account was written in a combined objective/subjective style and had only two witnesses and no keeper of contracts.

The diversity of origins of the Greeks who flowed into Elephantine is most striking. The witnesses in these five contracts, which span a period of almost three decades, were Greeks originating from more than a dozen different places: from Gela in Sicily, Cyrene in Libya, Alexandria in Egypt; the Mediterranean islands of Crete and Rhodes; the Aegean islands of Aegina, Cos, and Euboea with its city of Chalcis; the region of Arcadia in the central Peloponnese and the town of Maronea in Thrace on the northern shore of the Aegean Sea; Phocis and perhaps the region of Magnesia in central Greece; Temnos, a few miles inland from the coast of Asia Minor. Unlike their Aramean and Jewish predecessors, who identified themselves both by patronymic and affiliation with a military "detachment" (*דגל*), and their late Byzantine successors, who likewise bore patronymic and were designated as "soldier" or by their military specialty or rank, these early Greeks lacked patronymic and military designation. Far from the lands of their fathers and accompanied by female camp followers, but not yet assuming the identity of professional soldiers, they established new families in their adopted homes and were distinguished here only by their place of origin.

None of these documents shows anything resembling interaction between the newly-arrived Greeks and the native Egyptians, and none indicates that the parties bring their promises or complaints before any state officials. This situation changes when we look at the next series,⁶ which is not composed of contracts but court records of a legal dispute from the years 137-136 BCE. These records are the tail end of a bilingual demotic/Greek archive revealing an Egyptian woman who, after having three children by her first, Egyptian, husband left him and married a Greek soldier billeted in the house of her third son by her first husband. Tensions in the household erupted into violence which led to intricate legal proceedings. In response to a petition of complaint addressed to the *strategos* by the Egyptian son Esoroeris accusing his mother's new Greek husband, Neoptolemos, of assault and battery, his mother herself, Isias/Sennesis, turned around and filed a counter-petition. This made its way through the circuit court system, engaging the attention of numerous offi-

⁴ *P. Eleph.* 5 (D6).

⁵ *BKT* V.2 62 (D1).

⁶ *BGU* VI.1247-9 (D8-10)

cials, including a bailiff, a police official, and a notary. Ultimately it is the mother who prevailed against her son. Unlike the Greeks in the early Ptolemaic period,⁷ who lacked patronymics and military status designation, the one Greek in these documents had both a patronymic and a military designation, apparently in conformity with royal legislation of the beginning of the third century BCE⁸ — “Neoptolemos son of Neoptolemos, a Cyrenean, *taktomisthos* of the regiment of Ptolemy and his sons.”⁹ Even a dismissive reference is an indication of what constituted status — “I am wronged by Neoptolemos son of Neoptolemos, whose fatherland I do not know, one of the soldiers posted at Syene.”¹⁰ A tantalizing document is an early third century fragmentary report to King Ptolemy of an Ethiopian siege.¹¹

Seven pieces have come to light from the Roman period: a slave sale of 16/15 BCE,¹² a tax receipt of 88 CE,¹³ a distribution agreement of a Roman soldier's estate from 131 CE,¹⁴ a sale of room shares of 153/54,¹⁵ a verification of the status of a discharged soldier and his son,¹⁶ and two letters, one dated to the late second century CE¹⁷ and the other to the late third century.¹⁸ The Greek garrison at Syene had given way to a Roman one, which included Cohort 2 of Thracian troopers from the Squadron Kartiliane and perhaps the Gallic Wing. Didymos son of Jason imported a slave-girl, for whom he paid customs at Syene, sold her at auction to Eirenaios, and warranted the buyer against any (physical or legal) defect. The receipt indicated the obligation of the temple officials at Eilithyaspolis (El-Kab) to pay the tax in support of the *epistates*. With the exception of the tax collector Platon son of Dionysios, agent for Platon the Younger, all the other persons mentioned bore Egyptian names. In fact, the tax receipt had a demotic copy on its verso. The letters gave a rare glimpse into an Egyptian's encounter with Samanouphis, the crocodile god at Esna, and his “kin,” probably the *strategos*, and echoed the workers' complaints at not being adequately provisioned.

The Roman trooper Valens left an estate of considerable worth, out of which deductions were taken for repayment of certain outstanding debts, a grant to the deceased's orderly, a legacy for his Greek steward, and a legacy of 144 drachmas for his Greek widow (lines 2-10). The residue of the estate was now to be liquidated and divided into four parts among the widow Asklepias, represented by her Greek guardian, and two of the creditors: one share for Asklepias as her inheritance and to cover burial expenses; two shares for Aimilios the Roman trooper and one share for Kassianos the *curator* to cover the debts owed to them by Valens. In the process of distribution, three contingencies were anticipated: reimbursement by the benefi-

⁷ *P. Eleph.* 1-5 (D2-6).

⁸ See J. Méléze Modrzejewski, *REG* 96 (1983), 241-268.

⁹ *BGU* 6.1249.3-4 (D10).

¹⁰ *BGU* 6.1247.3-5 (D8).

¹¹ *SB* I 5111 (D7).

¹² *P. Stras.* 1 79 (D11).

¹³ *BGU* XIV 2378 (D12).

¹⁴ *P. Wisc.* 1 14 (D13).

¹⁵ *P. Paris* 17 (D14).

¹⁶ *SB* VI 9227 + 9228 (D15).

¹⁷ *BGU* XIV 2418 (D16).

¹⁸ *SB* VI 9230 (D17).

aries for expenses incurred by the steward or demands by a new creditor; an extra payment of 60 drachmas to Aimilios, should the proceeds exceed 460 drachmas; division of any excess over 460 into the four agreed parts among the three beneficiaries. Each party received a copy of the agreement.

Byzantine Papyri

Early Byzantine

The earliest Byzantine document is a deed of manumission drawn up by Aur. Terouterou in 355 CE. In it she emancipates her inherited share of three members of a slave family simply as an act of piety in exchange for their affectionate service. As an example of what is known as *nomocrasia*, she modifies the pagan emancipation formulary (from "Zeus, Earth, and Helios" to "earth and sky") and invokes the "all-merciful God," an epithet that becomes well known in later Christian epistolary documents. Neither the parties nor the witnesses appear to have been part of the military establishment.¹⁹

The next piece (425-450) is an appropriately stylized petition addressed to the emperors Theodosius II and Valentinianus III by the otherwise unknown Appion, who identified himself as the bishop of the legion of Syene, of Contra Syene, and of Elephantine. He complained of the failure of the army to protect church property and refugees seeking safety from the incursions of the pagan Blemmyes and Nobadae. Not content with merely requesting military protection, he actually asked that the soldiers be placed under his authority, just as those at Philae were being put under the authority of its bishop.²⁰ Unfortunately, the emperor's reply, sent to the duke of the Thebaid, is missing. Whatever may have been the bishop's initial authority over the legion of Syene, there is no evidence from the sixth century Paternouthis archive of church control over the military.

The Paternouthis Archive

It is in the later Byzantine period that we find the riches of the Paternouthis archive,²¹ the collected legal papers of a single family, perhaps stretching over the years from 493 to 613 CE, certainly over the last thirty-five years from 574. The eight or so earlier documents come up to the year 557 and do not concern the members of the family.²² Three of these were money-lending deeds that originated in Thebes.²³ Whether these documents fell into the later archive by accident or whether they represented property arrangements of the previous generation we cannot say. In either case, the wealth of detail provided by this archive includes, but is not limited

¹⁹ *P. Edmonstone* (D18).

²⁰ *P. Leid. Z* (D19).

²¹ D20-42.

²² *P. Münch.* 8 + *P. Lond.* V 1855 (D20), *P. Münch.* 16 (D21); *P. Lond.* V 1722 (D22); *P. Münch.* 8 + *P. Lond.* V 1857 (D23), 1720 (D24) and next note.

²³ *P. Lond.* V. 1719 (D26), 1721 (D27); *P. Rein.* II 107 (D28).

to, such topics as the layout of private houses and their division and conveyance, together with some description of how those houses were divided; the organization of the military; Christian buildings and functionaries and the impact of Christianity on the legal process; and patterns of name-giving. As human interest, the narrative that can be pieced together about the quarrels of the Paternouthis family has a strong claim on our attention. Finally, with so many documents at hand, we are able to generalize about the methods of preparing a scroll and composing a contract.

Papyrus and Contract: Medium and Message

Physical Features of the Papyri — Even though the Greek scribes wrote from left to right and the Arameans from right to left, the scrolls they used and the ways they prepared them were very similar. The usual height/width of the scroll in the late fifth century BCE and the sixth century CE was about 33 cm, consisting of many sheets glued together, each measuring about 13 to 17 cm long between joins. The Greek scrolls of the late fourth and early third centuries BCE were particularly wide, measuring 35 to 42 cm. In describing a papyrus scroll we should note that it may be unrolled either from top to bottom or from side to side. Thus the height of a scroll unrolled from side to side will become the width when it is unrolled from top to bottom. The direction in which a scroll would be written and hence unrolled or rolled up depended upon the contents. Conveyances, settlements, wills, and the like were regularly written on scrolls unrolled from the top to the bottom. Whenever the beginning of the contract is preserved, it is regularly preceded by a blank sheet known as the protocol, the fibers of which run parallel to the join, in contrast to the rest of the scroll, where the fibers in each of the sheets run perpendicular to the joins.²⁴ In one instance this protocollon is covered with a geometric pattern of thickly drawn vertical bars.²⁵ Like the blank leader on a roll of film or video tape, the blank protocol served as a protective shield for the contents. It is thus evident that each of these documents was written on a fresh scroll.

Taking his fresh scroll in hand, the scribe estimated the number of lines his contract would require and cut off an appropriate piece from the scroll. He wrote the text only on one side (the recto), beginning on the second sheet, where his writing ran perpendicular to the fibers and parallel to the joins. Sometimes the scribe overestimated how much papyrus he would need, with the result that considerable blank space was left at the bottom.²⁶ Whereas the longest Aramaic document ran only 44 lines,²⁷ there is hardly one Byzantine document less than 50 lines,²⁸ with most running more than 70 lines and two of them as much as 111 lines²⁹ Long texts

²⁴ *P. Münch.* 1 (D29); *P. Münch.* 7 + *P. Lond.* V 1860 (D36); *P. Münch.* 11 (D45), 14 (D48); and probably *P. Lond.* V 1722 (D22), 1731 (D42).

²⁵ *P. Münch.* 9 (D40).

²⁶ *P. Münch.* 4/5 + *P. Lond.* V 1726 (D34); *P. Münch.* 6 + *P. Lond.* V 1849 (D35); *P. Münch.* 7 + *P. Lond.* V 1860 (D36); *P. Lond.* V 1729 (D37); *P. Münch.* 12 (D46), 14 (D48); *P. Lond.* V 1735 + 1851 (frag.) (D50).

²⁷ TAD B3.8 (B42).

²⁸ *P. Lond.* V 1730 (D41), 1732 (D44).

²⁹ *P. Münch.* 9 + *P. Lond.* V 1734 (protocol) (D40); *P. Münch.* 14 (D48).

result in long scrolls, and these reach as much as 160 to 170 cm.³⁰ As in the Aramaic documents, the witnesses signed at the bottom. When he was finished, the scribe rolled or folded his document up from the bottom, added a one- or two-line endorsement on the outer surface parallel to the fibers, folded the rolled up scroll in half, tied, and sealed it.³¹ The protocol, which was intended as a protective shield for the unwritten scroll, served the identical function for the completed, written document. Any damage to the outer folds of the document in the course of time would, it was hoped, still leave the text intact.

Some Aramaic deeds of obligation at the end of the fifth century BCE³² and all such Byzantine documents are written on rolls that are rolled/folded from right to left.³³ In contrast to the documents discussed above, the writing on these deeds ran parallel to the fibers and perpendicular to the joins. The longest of the Byzantine documents is only 36 lines,³⁴ a half or a third as long as most of the vertically-rolled ones. Most documents ran 20-some lines. To write this shorter deed of obligation, the scribe usually took a piece from a used scroll and cut off a strip between 11 and 20 cm. After completing the text, he rolled/folded it from right to left, inscribed an endorsement on the outer surface parallel to the fibers, folded the roll in half, tied and sealed it.³⁵ He had left scarcely any empty space at the left edge, nothing analogous to the protective sheet at the top of the vertically-written documents. A protective shield seems not to have been considered necessary in deeds of obligation since their required life-spans were expected to be as brief as the short-term loans they recorded.³⁶

Legal Documents — Almost all the Greek documents in this collection, both those from the Hellenistic and those from the Roman-Byzantine periods, are contracts. As seen, the other nine include a contract of matrimonial arrangements (a so-called

³⁰ *P. Münch.* 6 + *P. Lond.* V 1849 (D35); *P. Münch.* 7 + *P. Lond.* V 1860 (D36); *P. Münch.* 9 + *P. Lond.* 1734 (protocol) (D40); *P. Münch.* 14 (D48).

³¹ Evidence for sealing is largely indirect, based on analogy with the Aramaic documents since most publications give no report of seals. In two of the endorsements *P. Lond.* V 1731 (D41), 1731 (D42) a space is left between two words where the tie-string would have run and the seal would have been affixed. *P. Stras.* 179 (D11) was folded in thirds after being rolled and was then sealed with three seals and strings. In the Aramaic contracts, which were also folded in thirds, the scribe regularly left a space after the first word, ספר, "document."

³² *TAD* B7.2 (B50); 4.6 (B51).

³³ *P. Lond.* V 1720 (D24), 1719 (D26), 1721 (D27), 1723 (D30); *P. Münch.* 3 + *P. Lond.* V 1725 (D33); *P. Münch.* 10 (D43); *P. Lond.* V 1736 (D51), 1737 (D52). Also written in this fashion are *P. Lond.* V 1728 (D39) and *P. Münch.* 10 (D43), a resolution of a dispute over a legacy and a transfer of notes. Perhaps they were written in this way, like a debt, because the main items under dispute were security notes. *P. Münch.* 2 (D31) is a unique document — the enrollment of a recruit.

³⁴ *P. Münch.* 3 + *P. Lond.* V 1725 (D33).

³⁵ *P. Münch.* 8 + *P. Lond.* V 1857 (D23); *P. Münch.* 10 (D43).

³⁶ An anomalous case is *P. Münch.* 10 (D43), which concerns the transfer of a share of notes. Here the scribe began a new scroll, cut off 20.5 cm from the top, turned it 90 degrees counter-clockwise so that the protocol lay to the left, and wrote his text in the same fashion as the other deeds of obligation, leaving a healthy margin at the left edge that would serve as a protective covering when the document was rolled or folded.

"marriage contract");³⁷ a will,³⁸ an accounting of an inheritance,³⁹ and an estate distribution;⁴⁰ two appointments of a guardian;⁴¹ and three documents relating to a court petition, summons, and settlement.⁴² The most common Byzantine contracts are conveyances, including thirteen sales,⁴³ two gifts in contemplation of death,⁴⁴ one transfer of a house-share,⁴⁵ and one transfer of notes.⁴⁶ Next in frequency are documents dealing with matters of inheritance: five legacy settlements,⁴⁷ two wills,⁴⁸ and one accounting of an inheritance.⁴⁹ Deeds of obligation include three loans⁵⁰ and four debt acknowledgments.⁵¹ Unique in this collection are the enrollment of a new recruit,⁵² a surety bond,⁵³ and a dispute over child support.⁵⁴ Altogether, over fifteen different types of legal contracts are represented. Like their Aramaic and demotic forerunners, the Greek documents contain not a single sale or lease of agricultural land.

There seems to have been no shortage of scribes in the Syene garrison. In twenty-five years of the activity of Paternouthis son of Menas (578/82-613 CE) we find nineteen documents drawn up by no less than twelve different scribes.⁵⁵ Only two of these, the soldier Markos son of Apa Dios and the *ex-vicarius* Allamon son of Petros, drew up more than one document.⁵⁶ A similar situation existed with regard to the signatories. In these nineteen documents there were no less than fifteen signatories, and only three appeared more than once.

With the one exception of a first-person petition,⁵⁷ all the Hellenistic contracts were written in the third person (objective style). The Byzantine conveyances and deeds of obligation, on the other hand, like the earlier Aramaic and demotic documents, were all first person narratives drawn up by an alienor or a debtor in favor of an alienee or a creditor. Some of the documents relating to the disposition of a disputed legacy involved the active mediation or arbitration of third parties and were

³⁷ BKT V.2 62 (D1).

³⁸ P. Eleph. 1 (D3).

³⁹ P. Eleph. 5 (D6).

⁴⁰ P. Wisc. I 14 (D13).

⁴¹ P. Eleph. 4, 3 (D4-5).

⁴² BGU VI. 1247-9 (D8-10).

⁴³ P. Münch. 15 + P. Lond. V 1855 (D20); P. Münch. 16 (D21); P. Lond. V 1722 (D22), 1720 (D24), P. 1734 (D25), 1724 (D32); P. Münch. 4/5 + P. Lond. V 1726 (D34); P. Münch. 9 + P. Lond. V 1734 (protocol) (D40); P. Münch. 11 (D45), 12 (D46), 13 (D47); P. Lond. V 1733 (D49), 1735 + 1851 (frag.) (D50).

⁴⁴ P. Münch. 8 + P. Lond. V 1857 (D23); P. Lond. V 1729 (D37).

⁴⁵ P. Lond. V 1730 (D41).

⁴⁶ P. Münch. 10 (D43).

⁴⁷ P. Münch. 1 (D29); P. Münch. 6 + P. Lond. V 1849 (D35); P. Münch. 7 + P. Lond. V 1860 (D36), P. Lond. V 1728 (D39); P. Münch. 14 (D48).

⁴⁸ P. Eleph. 2 (D3); P. Lond. V 1727 (D38).

⁴⁹ P. Eleph. 5 (D6).

⁵⁰ P. Lond. V 1723 (D30), 1736 (D51), 1737 (D52).

⁵¹ P. Lond. V 1719 (D26), 1721 (D27); P. Rein. II 107 (D28); P. Münch. 3 + P. Lond. V 1726 (D33).

⁵² P. Münch. 2 (D31).

⁵³ P. Lond. V 1732 (D44).

⁵⁴ P. Lond. V 1731 (D42).

⁵⁵ D32-52.

⁵⁶ Markos in P. Münch. 3 (D33); P. Lond. V 1728 (D39), 1730 (D41), 1731 (D42); P. Münch. 10 (D43), 11 (D45) and Allamon in P. Lond. V 1727 (D38), 1729 (D37); P. Münch. 9 (D40).

⁵⁷ BGU VI.1247 (D8).

couched objectively in the third person until the Acknowledgment clause.⁵⁸ The conveyances follow a common schema, which may be outlined as follows:

Invocation: "In the name of the lord and master Jesus Christ, our God and Savior"⁵⁹

Date: regnal year, consular or post-consular year, and indiction; Egyptian month, day

Place: Syene, Antinoopolis;⁶⁰ a few others may have been written elsewhere, at Thebes⁶¹ and Bau⁶²

Parties: PN₁ son/daughter of PN₂, his/her mother being PN₃, vocation, to PN₄ son/daughter of PN₅, his/her mother being PN₆, vocation

Salutation: "greetings."

Transfer: "I acknowledge (under oath) that I have transferred to you (Object, Description, Location, Pedigree, Boundaries, Price)."

Investiture: "... you henceforth control it."

Waiver of Suit: "I shall not sue you."

Warranty: "I warrant to you the deed of sale against anyone" (who will sue you).

Oath: "I swear by almighty God and the emperors that I will preserve this agreement."

Validity: "This deed is valid wherever brought forward."

Acknowledgment: "Having been questioned (face) to face I have acknowledged and executed (the deed)."

Signatory: "I, PN₇ son of PN₈, (vocation), having been asked, wrote on his/her behalf since (s)he is not literate."

Witnesses: usually between five and eight, occasionally one to four, all signing in their own hand: "I, PN₁ son of PN₂, (vocation), bear witness."

Drafter/Scribe/Notary: "Written by me, PN₁ son of PN₂, (vocation)" or "I PN₁ son of PN₂, (vocation), wrote"

Endorsement: (verso) "Acknowledgment/sale done by PN₁ son of PN₂, (vocation) for/with PN₃."

The opening and closing clauses of loans and debt acknowledgments are identical with those of conveyances. Their operative part contains but one main clause with three subclauses:

Loan/Debt: "I acknowledge that I have borrowed from you/that I owe you (x amount)"

Repayment: "which I am ready to provide you whenever you wish/on (x date)"

Interest: "with x interest."

Pledge: "I have mortgaged to you as pledge (x object)"

⁵⁸ *P. Münch.* 6 + *P. Lond.* V 1849 (D35); *P. Münch.* 7 + *P. Lond.* V 1860 (D36); *P. Münch.* 14 (D48).

⁵⁹ Only in *P. Münch.* 13 (D47), 14 (D48); *P. Lond.* V 1733 (D49) (written January to March, 594), 1736 (D51) (restored, 611 CE).

⁶⁰ *P. Münch.* 7 + *P. Lond.* V 1860 (D36).

⁶¹ *P. Lond.* V 1721 (D27), 1720 (D24), 1719 (D26).

⁶² *P. Lond.* V 1735 + 1851 (frag.) (D49).

Houses and other structures — Houses figure prominently in twenty of the thirty-two documents in the archive.⁶³ Eleven of these are deeds of sale, of a complete house,⁶⁴ of a courtyard⁶⁵ or half-share thereof,⁶⁶ of a living room (“symposion”),⁶⁷ of an undivided half-share⁶⁸ or fifth-share of a house,⁶⁹ or simply shares in designated rooms.⁷⁰ Shares might change hands five years after purchase,⁷¹ and in one instance a woman sold the same shares twice after an interval of nine years.⁷² House shares were also inherited and bequeathed,⁷³ became involved in disputes among heirs,⁷⁴ were conveyed in exchange for old age support,⁷⁵ and served as security for loans.⁷⁶ All the houses in this archive were fairly elaborate, regularly with three stories and sometimes even four. Generally the first floor had a non-descript room, the living room was found on the second and sometimes the third floor, and the bedrooms were on the top floor(s). Outside was an open-air courtyard and a roof-terrace. In addition, the houses contained vestibules, terraces, halls, and stairs with special storerooms tucked underneath.⁷⁷ In 530 CE a three-story house with two rooms on each floor cost 18 gold *solidi* of the “old currency,”⁷⁸ while prices for parts of houses varied between 1½ *solidi* for a half-share of a ruined court⁷⁹ and 10 *solidi* for shares in several rooms.⁸⁰

One room seems to have had no parallel to our own use of rooms, except perhaps for what we call a “studio apartment.” The word “symposion” originally meant not a room at all but a drinking party, yet by Hellenistic times it came to be used also for those rooms in which such parties were held, and in Egypt these could be private dining rooms or even large public spaces rented out for the occasion. In the Byzantine period, however, the term seems to have applied to the main room of an apartment, a sort of combined living-dining room, and sometimes, perhaps, also a bedroom.⁸¹ Since the word is used in our texts only during the Byzantine period, we have translated it consistently as “living room.”

⁶³ D19-51. The evidence for the houses, including diagrams, is summarised by G. Husson, *BASP* 27 (1990), 123-137.

⁶⁴ *P. Lond.* V 1722 (D21).

⁶⁵ *P. Münch.* 15 + *P. Lond.* V 1855 (D20); *P. Münch.* 16 (D21).

⁶⁶ *P. Münch.* 13 (D47).

⁶⁷ *P. Lond.* V 1734 (D25).

⁶⁸ *P. Münch.* 11 (D45), 12 (D46).

⁶⁹ *P. Lond.* V 1735 + 1851 (frag.) (D50).

⁷⁰ *P. Lond.* V 1724 (D32); *P. Münch.* 9 + *P. Lond.* V 1734 (protocol) (D40); *P. Lond.* V 1733 (D49), *P. Lond.* V 1735 + 1851 (frag.) (D50).

⁷¹ *P. Münch.* 11 (D45), 12 (D46).

⁷² *P. Münch.* 9 + *P. Lond.* V 1734 (protocol) (D40); *P. Lond.* V 1733 (D49).

⁷³ *P. Lond.* V 1727 (D38).

⁷⁴ *P. Münch.* 6 + *P. Lond.* V 1849 (D35); *P. Münch.* 7 + *P. Lond.* V 1860 (D36); *P. Lond.* V 1728 (D37); *P. Münch.* 14 (D48).

⁷⁵ *P. Lond.* V 1729 (D37), 1730 (D41).

⁷⁶ *P. Lond.* V 1723 (D30).

⁷⁷ This economical use of the otherwise dead space below a stair was common in Egypt. It may be seen in the excavations at Elephantine and even in the modern houses inhabited today on the island.

⁷⁸ *P. Lond.* V 1722.31-2 (D22).

⁷⁹ *P. Münch.* 13.33 (D47).

⁸⁰ *P. Lond.* V 1724.22-33, 41-44 (D32).

⁸¹ Husson, *OIKIA*, 270-271.

The location of a house (they were all "in the southern part of the fortress") was specified by naming its neighbors or the streets that ran by it and sometimes by naming the quarter in which it was located. Other buildings referred to in the archive were a public camel-yard, a monastery, an oratory, and churches. The only one of all the structures mentioned that may be recognized today from excavations is the church of Holy Maria, whose archdeacon, Isakos son of Taeion, appeared as a witness. This church has been identified by G. Husson⁸² as the Christianized temple of Isis⁸³ built by Ptolemy III and Ptolemy IV.

The Paternouthis family⁸⁴ — The active legal life of the couple Paternouthis and Kako spanned the period of some 35 years and yielded an archive of some twenty documents showing them buying houses or shares of houses, writing a will, attempting to resolve disputes, and borrowing money. Running beneath the formulaic language of everyday transactions in this archive is a subtext of generational transition. One generation was gradually divesting itself of property in favor of the next as it sought to maintain itself in old age, while the heirs of the deceased, both children and spouses, quarreled over the estate. First to appear is Kako's father Iakobos, who was partner in the shipping business of his recently deceased father Dios alias Pasaraei. To resolve a dispute over the estate of Dios a settlement was drawn up on 11 March, 574 CE, between Iakobos on the one hand and his mother and three siblings on the other.⁸⁵ The senior figure of the archive is Patechnoumios, in whose house Kako's father Iakobos owned a bedroom, and his great-granddaughters, Tsone and Tsere, owned a one-third share. Sometime between 578 and 582 they sold that share to Paternouthis and Kako for ten gold *solidi*.⁸⁶ Iakobos died shortly thereafter; his children, Kako and Ioannes, were not satisfied with the handling of the estate by the widow Tapia, and compelled her to submit to an arbitration that was supposed to result in a division of the property into equal thirds. Still, Ioannes complained that his mother was cheating about the division and concocted a deal with the warden of the frontier district to share some of the estate with him if the warden seized it. Then, either in court or in another arbitration, a judge (or arbiter) appeared to sanction this arrangement in early June of 583.⁸⁷ Tapia then seems to have fled to her brother, also named Ioannes, in Antinoopolis, some 700 kilometers down the Nile, but the dispute pursued her even there. In that city her son Ioannes and son-in-law Paternouthis signed an agreement on 23 June that was supposed to resolve their argument over the property of Iakobos, with Paternouthis promising to get the consent of his wife Kako, the sister of Ioannes, to the resolution.⁸⁸ In fact, however, since the dis-

⁸² *BASP* 27 (1990), 132. Isakos is a witness in *P. Münch.* 11.77 (D45) and *P. Lond.* v 1731.45 (D42). Two officials of the church also appear as witnesses among the six fragments grouped together as *P. Lond.* V 1850 (Inv. No. 1808).

⁸³ Excavated by E. Bresciani and S. Pernigotti, *Assuan. Il tempio tolemaico di Isi* (Pisa, 1978). Bresciani's proposal that the Isis temple was dedicated to the Holy Virgin is on pp. 38-41.

⁸⁴ A detailed account of the family's quarrels is given in J. J. Farber, *BASP* 27 (1990), 111-122.

⁸⁵ *P. Münch.* 1 (D29).

⁸⁶ *P. Lond.* V 1724 (D32).

⁸⁷ *P. Lond.* V 1849 + *P. Münch.* 6 (D35).

⁸⁸ *P. Münch.* 7 + *P. Lond.* V 1860 (D36).

pute was really between brother and sister, Kako insisted on her own separate agreement with Ioannes, which was not signed until 8 March, 585.⁸⁹

At about this time Ioannes son of Patechnoumios sold to Iakobos, husband of Tapia and father of Kako, some house parts to provide for his old age. The money soon ran out, and he entered into an arrangement with Patermouthis whereby on 12 March, 584 he made over all his property to him in exchange for old age support. Lurking in the background and threatening this gift were the sons of Kostantios, laying claim to property that had belonged to Patechnoumios because one of them, Isakios, was married to Tsone, the great-granddaughter.⁹⁰ In a will drawn up by the same scribe, notarized by the same signatory, attested by four common witnesses signing in the same sequence, and dated probably on the same day, Patermouthis and Kako assigned to the survivor the property of the first to die and, after that, to their common children.⁹¹ To raise money for her support and to pay off a debt incurred because of her brother Ioannes, Kako's mother Tapia returned to Syene from Antinopolis and on 30 May, 585 sold her daughter and Patermouthis five pieces of inherited and acquired property for the sum of 10 *solidi*.⁹² A few months later, on 22 August, Kako's brother Ioannes, having fallen ill and unable to fulfill his support obligation toward their grandmother Tlou, assigned his share of her house to the couple in return for their promise to maintain her.⁹³

Tapia meanwhile was coming under attack by another daughter from an earlier marriage, Tsone, after that girl reached her majority. The mother was being sued by the daughter, who claimed that upon her parents' divorce her father had paid her mother four *solidi* for child support. But the daughter was cast out by her mother, raised by her father, became a nun, and was now claiming the four *solidi* for herself. In the settlement drawn up on 20 September, 585 Tapia consented to turn over the money to Tsone.⁹⁴ On 28 January, 586 Tapia made over to her son-in-law Patermouthis her one-third share of some notes in exchange for his having undertaken an obligation she had for two and one-third *solidi*.⁹⁵ Several months later, on 7 October, she sold a half-share of a house which she had earlier acquired from Ioannes, also called Papsios, to Kyriakos son of Menas for 5 *solidi*.⁹⁶ Five years later in 590/591 Kyriakos turned around and resold that same half-share to Patermouthis and Kako for the same amount. The other half-share had belonged to Kako's father Iakobos.⁹⁷ In her final commercial transaction in the archive, on 6 March, 594 Tapia mysteriously sold to a certain Apa Dios two of the same shares of rooms that she had earlier sold to her daughter and husband.⁹⁸

⁸⁹ *P. Lond.* V 1728 (D39).

⁹⁰ *P. Lond.* V 1729 (D37).

⁹¹ *P. Lond.* V 1727 (D38).

⁹² *P. Münch.* 9 (D40).

⁹³ *P. Lond.* V 1730 (D41).

⁹⁴ *P. Lond.* V 1731 (D42).

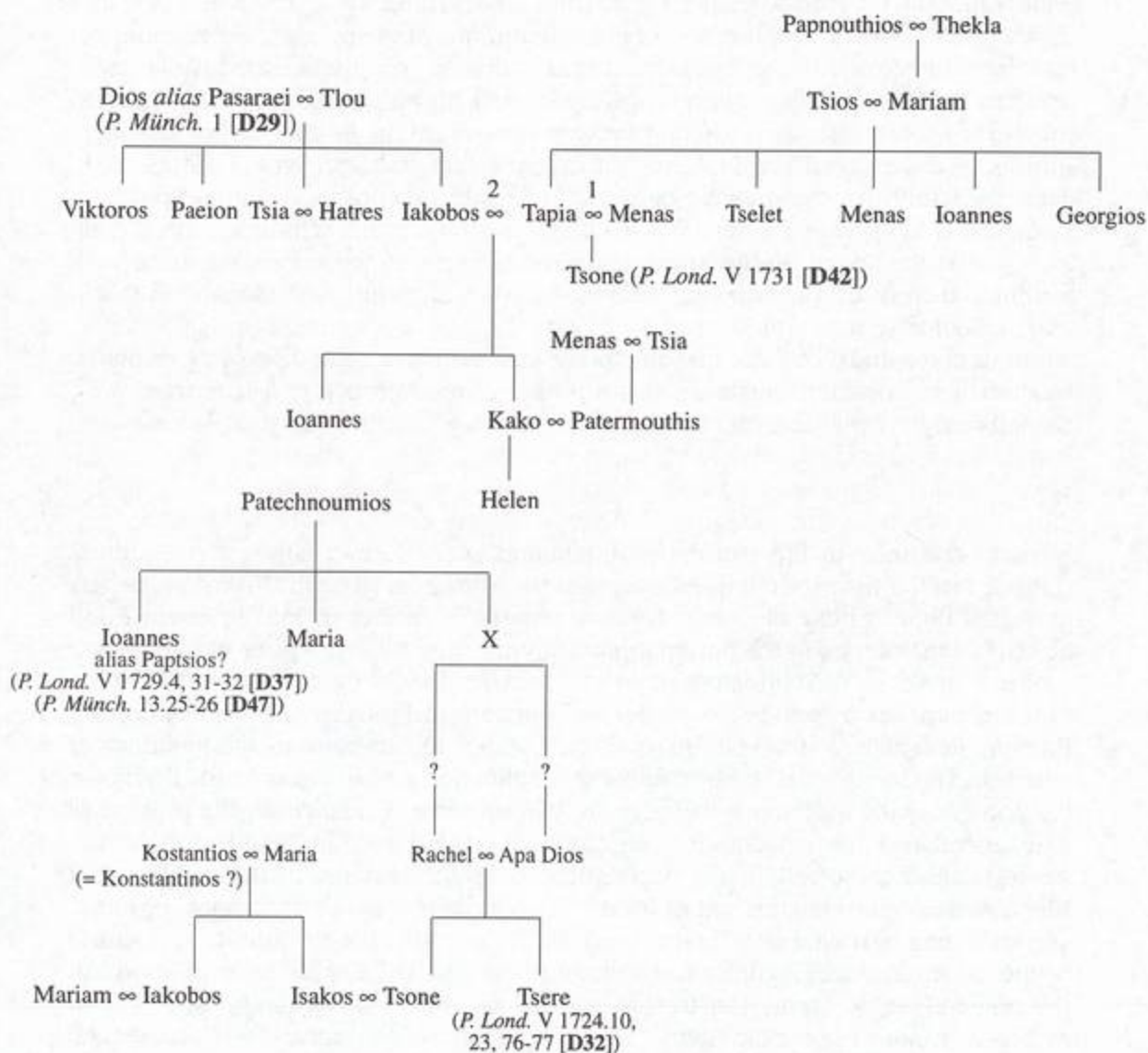
⁹⁵ *P. Münch.* 10 (D43).

⁹⁶ *P. Münch.* 11 (D45).

⁹⁷ *P. Münch.* 12 (D46).

⁹⁸ *P. Lond.* V 1733 (D49).

GENEALOGIES OF THE PATERMOUTHIS ARCHIVE



Even in her old age, this vigorous grande dame continued to quarrel with her son over the estate of Iakobos. They went to arbitration about a house of hers, and the arbiter ruled in favor of Ioannes. But Patermouthis intervened and prevented her from paying her son the four *solidi* awarded him. Ioannes then turned around and lodged a complaint before the deputy of the frontier district warden as he had eleven years earlier, but this time against Patermouthis, and succeeded in having him fined seven *solidi* for interfering in a matter that, he claimed, concerned only mother and son. Evidently smarting from this fine, Patermouthis brought a suit against Ioannes for violating the written pledge he had signed never to sue Patermouthis about the

estate of Iakobos. But Patermouthis' suit was not tried: "after they had spoken and argued much with each other" they agreed to go to arbitration.⁹⁹ The result was that Ioannes was to reimburse Patermouthis for five *solidi* of the seven that Patermouthis had been fined, and Tapia's debt to Ioannes of four *solidi* still stood. A friendly resolution concluded the proceedings, according to which Patermouthis credited Ioannes with the four *solidi*, so that Ioannes now owed his brother-in-law only one *solidus*. It is an unexplained oddity that Ioannes, though he seems to be present,¹⁰⁰ does not actually appear in his own name in this document, but is represented by a guarantor who answers for him. Was his illness chronic and is he now incapacitated? But he is still a soldier in the Syene regiment. Was Patermouthis so disgusted with him that he refused to accept his brother-in-law's signature and demanded that a more responsible man vouch for him?

The archive ends seventeen to nineteen years later when the aging Patermouthis (and his wife Kako) borrowed against a pledge of their property, at first four *solidi* (25 February, 611)¹⁰¹ and later three and one-third *solidi* (9 February, 613).¹⁰²

*The Army*¹⁰³

Most of the men in the Byzantine documents were former soldiers or soldiers stationed in the fortresses at Syene, Elephantine, or Philae. Their military status was indicated either by the designation Flavius prefixed to their names in abbreviated form (Fl., in contrast to the designation of civilians as Au[relius]), or by the phrase "soldier/(rank) of the legion/regiment of Syene" affixed to their names. There are four appearances of soldiers in the legion/regiment of Philae.¹⁰⁴ At the head of the Elephantine garrison stood the Board of the Leaders of Elephantine, the functions of which included adjudication of disputes,¹⁰⁵ collection and distribution of funds for the poor,¹⁰⁶ and enrollments.¹⁰⁷ There are two pieces of evidence for the process of enrollment in the army. One is a unique document from 578 CE attesting to the several stages involved in the registration of a new recruit in the regiment of Elephantine, Patermouthios son of Dios.¹⁰⁸ It is striking that the only other soldier in all our documents who is affiliated with the regiment of Elephantine is the central figure of our archive, Patermouthi(o)s son of Menas.¹⁰⁹ Despite the homonymy of the praenomen, we cannot affirm identity of the two, since Patermouthis son of Menas continues to bear the status designation Aurelius through 585.¹¹⁰ The second

⁹⁹ *P. Münch.* 14.30-1 (D48).

¹⁰⁰ *P. Münch.* 14.42, 51-2 (D48).

¹⁰¹ *P. Lond.* V 1736 (D51).

¹⁰² *P. Lond.* V 1737 (D52).

¹⁰³ The material on the army is summarised by J. G. Keenan, *BASP* 27 (1990), 139-150.

¹⁰⁴ *P. Münch.* 16.44, 49 (D21); *P. Lond.* V 1722.57 (D22), 1732.2 (D44).

¹⁰⁵ *P. Münch.* 1.20 (D29).

¹⁰⁶ *BKOE* 7 (E7).

¹⁰⁷ *P. Münch.* 2 (D31).

¹⁰⁸ *P. Münch.* 2 (D31).

¹⁰⁹ Affiliated with the Elephantine unit in *P. Lond.* V 1730 (D41); *P. Münch.* 10 (D43), 12 (D46), 13 (D47); *P. Lond.* V 1736 (D51), 1737 (D52).

¹¹⁰ See the introduction to *P. Münch.* 2 (D31).

piece of evidence is an addendum to an arbitration agreement recording the commitment by a man for his son or grandson of one *solidus* as a military fee. But it is not clear whether this was intended as an enrollment fee or as an exemption payment, in lieu of military service.¹¹¹

Though the language of these documents is Greek and the vernacular spoken by the parties was probably Egyptian, the military culture retained a distinct Roman ambiance. In the earliest documents the military unit was called only λέγεων = Latin *legio*, "legion,"¹¹² a term which continued in use even after the appearance of the Greek word ἀριθμός, which is a calque of the Latin *numerus*. Perhaps the most concentrated evidence of this continuing Roman color is to be found in the recruitment document of Paternouthios son of Dios. The person who issued the original recruitment certificate (which we do not have) was the highest military and civil official of the Thebaid and bore the double title δούξ = Latin *dux*, "duke" and ἀυγουστάλιος, = Latin *augustalis*, "distinguished." The Board on Elephantine which certified the recruitment was termed πρίορες = Latin *priores*, "leading men," eight of whom were named and designated ὀρδινάριος = Latin *ordinarius*, "centurion." The leader of the eight was called πριμικήριος = Latin *primicerius*, "sergeant major,"¹¹³ the signatory and scribe of the document itself bore two titles, *ordinarius* and ἀδιοῦτωρ = Latin *adiutor*, "aide," and the registration was to come into effect on January 1, that is, at the beginning of the Roman year and not the Egyptian civil year.

The lists of witnesses, signatories, and scribes in the contracts provide us with ten titles of officials and military ranks, all but one of which are Latin loanwords. Beneath the duke who stood at the head of the Thebaid, there served two officials, each termed a ἡγεμών = Latin *praeses*, "governor," who appears indirectly in our documents through the person of a witness bearing the Latin title *singularius*, "orderly of the governor's staff" (in Antinoopolis).¹¹⁴ Almost all the other positions were in Syene or Philae. The highest ranking officer in the region in 583 was one Menas, a former tribune (τριβοῦνος = Latin *tribunus*), and currently commander of the frontier region, who played a questionable role in a legacy dispute.¹¹⁵ Serving under the tribune was the βικάριος = Latin *vicarius*, "lieutenant commander."¹¹⁶ In 594 Kallinikos, *vicarius* of Hermonthis, was filling in for the commander Ammonianus when the same dispute once more erupted.¹¹⁷ Former *vicarii* appear frequently in our documents, and we have four such between the years 578-82 and 594.¹¹⁸ The highest ranking non-commissioned officer was the κεντυρίων = Latin

¹¹¹ See note on *P. Münch.* 1.53-4 (D29).

¹¹² *P. Münch.* 15 (D20) and *P. Münch.* 16 (D21).

¹¹³ The English rendition is that of J. G. Keenan. See further note on *P. Münch.* 2.16 (D31).

¹¹⁴ *P. Münch.* 7.93 (D36).

¹¹⁵ *P. Münch.* 6.10-11 (D35).

¹¹⁶ A. H. M. Jones was not consistent in his description of the status of the *vicarius*, calling him at first a "senior non-commissioned officer" (*LRE*, 643) but then a "lieutenant commander" (*LRE* 675), which in modern military parlance is definitely a commissioned officer.

¹¹⁷ *P. Münch.* 14.17 and 47 (D48).

¹¹⁸ *P. Lond.* V 1724.83 (D32), 1727.69 (D38), 1733.79 (D49); *P. Münch.* 9.111 (D40). See also *P. Lond.* V 1722.53 (D22); *P. Münch.* 8.47 (D23).

centurio, "centurion," and eight are found in Syene.¹¹⁹ There are two other common terms in our collection for the centurion. The first is ὀρδινάριος = Latin *ordinarius*, eight of whom are found at Elephantine, one at Philae, and two at Syene.¹²⁰ One of these bore the double title ὀρδινάριος ἀγούσταλιος, *ordinarius augustalis*.¹²¹ This second term, ἀγούσταλιος = Latin *augustalis*, "distinguished" served to designate some nine different witnesses and signatories.¹²² Appearing by itself the term refers to a distinguished *ordinarius*.¹²³ Most of the other military personnel called themselves simply "soldier."

In addition to the eleven ranks and titles listed above (duke, *praeses*, tribune, commander, *vicarius*, *primicerius*, centurion, *priores*, *ordinarius*, *augustalis* and soldier), there are eight military specialties, most of which have but one or two representatives. They were also designated by Latin loanwords. The most frequently represented was the ἀκτουάριος = Latin *actuarius*, "quartermaster,"¹²⁴ or more often the "former *actuarius*."¹²⁵ A certain soldier held the position for at least nine years.¹²⁶ One specialty lent itself particularly to the tasks of signatory and scribe, the ἀδιοῦτωρ = Latin *adiutor*, "record-keeper."¹²⁷ In addition to those stationed in the Syene garrison, there is recorded an *ordinarius* and an *adiutor* of the Elephantine garrison.¹²⁸ The only two men with the specialty δρακονάριος = Latin *draconarius*, "standard-bearer" appeared together, one after the other, as witnesses to the same contract.¹²⁹ The only two men who called themselves καβαλλήριος = Latin *caballarius*, "mounted trooper," appeared in documents a few years apart.¹³⁰ Four other specialties were represented by only one individual each: καμπιδούκτης = Latin *campiductor*, "drill instructor,"¹³¹ σιγγουλάριος = Latin *singularius*, "junior clerk,"¹³² τυμπανάριος = Latin *tympanarius*, "drummer,"¹³³ and ἰατρός, "doctor."¹³⁴ The Greek term for doctor is the only one not borrowed from the Latin. It is striking that the person who identified himself as a doctor also called himself soldier in the same breath; in modern parlance, "army doctor."

It is generally held that the troops stationed in Syene, Elephantine, and Philae were serving as *limitanei*, border guards, and attempts have been made to identify each of

¹¹⁹ *P. Lond.* V 1722 (D22); *P. Münch.* 8.41 and 45 (D23); *P. Lond.* V 1727.68 and 72 (D38), 1729.48, 51, 52 (D37); *P. Münch.* 9.105, 108-109 (D40); *P. Lond.* V 1731.47 (D42), 1737.20-21 (D52).

¹²⁰ *P. Münch.* 8.46 (D23), 3.15 (D33).

¹²¹ *P. Münch.* 8.46 (D23).

¹²² *P. Münch.* 15.25 (D20), 16.50 (D21); *P. Lond.* V 1722.51 (D22), 1734.19 (D25), 1724.85 (D32); *P. Münch.* 13.83-84 (D47), 14.107-8 (D48); *P. Lond.* V 1733.76 (D49).

¹²³ J. G. Keenan, *BASP* 27 (1990), 147.

¹²⁴ *P. Lond.* V 1723.25 (D30); *P. Münch.* 12.56 (D46).

¹²⁵ *P. Lond.* V 1722.57 (D22); *P. Münch.* 1.58 (D29), 10.26 (D43); *P. Lond.* V 1736.26-27 (D51).

¹²⁶ *P. Lond.* V 1731.40-1 (D42), 1733.75 (D49).

¹²⁷ *P. Münch.* 8.50 (D23), 2.22 (D31), 13.77 (D47), 14.104 (D48).

¹²⁸ *P. Münch.* 2.22 (D31).

¹²⁹ *P. Münch.* 14.105-6 (D48).

¹³⁰ *P. Münch.* 11.8 (D45), *P. Münch.* 12.2, 57 (D46).

¹³¹ *P. Münch.* 15.17 (D20).

¹³² The *singularius* belongs to the office of the *praeses* in Antinoopolis (*P. Münch.* 7.93 [D36]). See *LRE*, 593.

¹³³ *P. Lond.* V 1722.7 (D22).

¹³⁴ *P. Münch.* 9.106 (D40).

the three units with units listed in the *Notitia Dignitatum* published in the fifth century CE.¹³⁵ The nominal troop strength of the Syene garrison has been reckoned at 500 or less on the basis of the appearance of five different centurions in three documents from a short span of years (583/4 to 585).¹³⁶ This calculation is complicated, however, by the fact that in 580 there also appeared an *ordinarius* (centurion),¹³⁷ and in 594 there were four *augustales* (distinguished centurions).¹³⁸ If each headed a century, the maximum paper strength of the garrison in the period 580-594 would be 1,000. This figure is comparable to the strength of the Elephantine garrison, estimated at 700 or 800 on the basis of the eight *ordinarii* who appeared in the recruitment document of 578.¹³⁹ There is but a single (and early) reference to an *ordinarius* of Philae,¹⁴⁰ though surely that garrison had more than one century.

Though the private contracts in the Patermouthis archive supply valuable information on military ranks and specialties, they say almost nothing about the daily routine of the ordinary soldier. For the most part we may speculate that they did the same things the Jews and Arameans had done under Persian rule a thousand years earlier. While the Aramaic documents all came from the island of Elephantine, the Byzantine documents, written, as most were, in the mainland city of Syene, supply some new information. Several of the soldiers owned property in the southern part of the fortress, where lay the Quarter of the Camp (also known as Quarter of the Cobblers), which appears to be the same as the "Quarter of the Public Camel Yard of the transport service from Philae."¹⁴¹ Excavations have revealed the vestiges of an ancient mud-brick fortress wall protecting the portage road that connected the harbors at both ends of the unnavigable First Cataract, Konosso at the southern end with Syene in the north. The tasks assigned to the soldiers of the Syene garrison would probably have included manning the watch- or signal-towers on this wall and escorting the camel caravans that transhipped goods from one port to the other. We may imagine the *caballarioi*, the troopers who witnessed one of our documents, as serving in such an escort.¹⁴² The continued designation of Patermouthis as "boatman" at the same time that he called himself "soldier" raises the question of the relationship between a man's vocation and his military obligations.¹⁴³ Did he continue working in a private capacity while serving in the military? The same question may be asked about Ioseph (son of?) Victor, who called himself "physician and soldier."¹⁴⁴ In a similar vein it has been suggested that Markos son of Apa Dios, who wrote, or served as signatory of, some ten documents in our archive, and the many

¹³⁵ See J.G. Keenan, *BASP* 27 (1990), 141-42.

¹³⁶ *P. Lond.* V 1727.68, 72 (D38), 1729.48, 51, 52 (D37); *P. Münch.* 9.105, 108-109 (D40); *P. Lond.* V 1731.47 (D42).

¹³⁷ *P. Münch.* 3.15 (D33).

¹³⁸ *P. Münch.* 13.83-4 (D47), 14.107-8 (D48); *P. Lond.* V 1733.76 (D49).

¹³⁹ *P. Münch.* 2.16-18 (D31).

¹⁴⁰ *P. Münch.* 16.49 (D21).

¹⁴¹ *P. Lond.* V 1722.13-4 (D22); *P. Münch.* 11.22-4 (D45), 12.18-9 (D46).

¹⁴² Archaeological evidence for use of the portage road survives for the late Roman period; H. Jaritz, *MDAIK* 49 (1993), 107-109, 118.

¹⁴³ *P. Münch.* 10.6-7 (D43).

¹⁴⁴ *P. Münch.* 9.106 (D40).

soldiers in the garrison who served as signatories or witnesses, may have been part of a record office that served the public as well as the military.¹⁴⁵

*Christianity*¹⁴⁶

Legal contracts are essentially secular documents, but now and again Christian features make their appearance in the form of symbols, invocations, oaths, and scattered references to expressions of faith. The documents are also valuable evidence for the presence of sacred buildings, the practices of name-giving, and the public activities of clergy who served as witnesses, signatories, scribes and arbiters.

Like the Jewish community in the Persian period, when houses bordered on the Temple of YHW, so in the Byzantine period private houses bordered on Christian shrines. One house bordered on a monastery, presumably of St. Apa Victor,¹⁴⁷ and two sides of another house bordered on the shrine of St. Apa Victor, which gave its name to the Quarter of the Oratory of the Holy and Triumphant Victor.¹⁴⁸ This quarter, by the way, was in the southern part of the fortress as was the Quarter of the Camel Yard. Other information on sacred shrines derives from signatories and witnesses. There is an archdeacon of the Church of St. Maria¹⁴⁹ and a deacon and priest of what is once called "God's Holy Church of Syene"¹⁵⁰ and another time simply "the Church of Syene."¹⁵¹

It is well known that religion impacts upon name-giving, and fifteen names borne by the characters in our archive are Biblical Hebrew (known, of course through their Greek translation), while twelve are Greek and Roman names traditionally used by Christians. Many of these were very popular, occur with great frequency, and are listed below in the section on Onomastics.

A constant feature in the contracts was the cross (†) or staurogram (Ϟ) that appeared at the beginning of the first line of each document, while signatories, witnesses, and scribes were wont to prefix their statements with one of these two marks, occasionally adding it at the end. In the years 574-583 CE, there are three documents that commence with the superscription χμγ placed in the middle of the first line.¹⁵² Two decades later, in 594 CE, following an imperial decree,¹⁵³ there appeared in the first line of the document a Christian invocation, "†In the name of the lord and master Jesus Christ, our god and savior."¹⁵⁴

There are three kinds of oaths in our documents, the exculpatory oath, the acknowledgment oath, and the promissory oath, and they are variously sworn by relics, sacred buildings, divinity, and imperium. The exculpatory oath was taken to resolve

¹⁴⁵ J. G. Keenan, *BASP* 27 (1990), 149-50.

¹⁴⁶ See the most valuable synthesizing article by L.S.B. MacCoull, *BASP* 27 (1990), 151-162.

¹⁴⁷ *P. Münch.* 13.28 (D47); L. S. B. MacCoull, *BASP* 27 (1990), 153-5.

¹⁴⁸ *P. Münch.* 9.37 (D40); *P. Lond.* V 1733.25, 36-39 (D49).

¹⁴⁹ *P. Lond.* V 1731.45 (D42); *P. Münch.* 11.77 (D45).

¹⁵⁰ *P. Lond.* V 1724.79-80 (D32).

¹⁵¹ *P. Lond.* V 1731.46 (D42).

¹⁵² *P. Münch.* 1 (D29), 4 (D34), 7 (D36). For discussion see note to *P. Münch.* 1.1 (D29).

¹⁵³ See R.S. Bagnall and K.A. Worp, *CdÉ* 56 (1981), 112..

¹⁵⁴ *P. Münch.* 14 (D48), and restored in *P. Münch.* 13 (D47).

a dispute where evidence was lacking. Sworn prior to and independently of the writing of the contract, it was subsequently recorded therein as having become part of the legal process. Three controversies in our documents were resolved by this type of oath. (1) In the course of a dispute over his father's legacy in 574 CE, Iakobos had sworn to his siblings and mother a "dreadful oath upon the divine and immaculate and august relics" that he was not in possession of any of his father's property.¹⁵⁵ (2) Ten years later Ioannes son of that same Iakobos, disputing the paternal legacy with his sister, took an oath "by the holy chapels."¹⁵⁶ Unfortunately the context is broken, and the precise reason for that oath remains unclear. (3) As part of that same dispute, Tapia, who had previously sworn to Ioannes that she had concealed nothing of her husband's property, was compelled, after her son's counter-claim, to take a second "corporal oath [while holding a sacred object] concerning her pure conscience"¹⁵⁷ that she had indeed not concealed anything.

Unlike the exculpatory oath, which is anterior to the contract, the other two oaths, as part of the contract itself, serve to confer upon it an external, sacred authority. An acknowledgment oath appeared at the beginning of the contract and a promissory oath at the end. (1) In four of eight sale documents, in the opening Transfer clause the seller acknowledged his freely-willed intention to sell, underlining his determination by taking a "dreadful and awesome oath" by deity and emperor — either by "almighty God" or "the holy and consubstantial Trinity" and "the victory and permanence" of the emperors.¹⁵⁸ In a gift in contemplation of death, the monk Ioannes supported his opening acknowledgment by an oath on his monastic plaited leather girdle.¹⁵⁹ (2) In seven other documents, including settlements, a gift, a sale, and a will, just before the concluding Validity clause, the party drawing up the contract took a similar "divine and awesome oath" by deity and emperor — either by "almighty God" or the "holy and consubstantial Trinity (of Christians)" and the "victory and piety/permanence" or the "divine and heavenly genius" of the emperors ("may God protect them"), promising to preserve (and/or not violate) all the terms of the agreement, or occasionally, not to initiate a new suit.¹⁶⁰

The deity and the devil were invoked at many points in the course of the document narrative. Paternmouthis promised to repay a loan "with (the aid) of G(od)."¹⁶¹ Iakob drew up a document for Mariam, whom he called "my spouse under God,"¹⁶² while Tsone referred to her parents' divorce as coming about "through a devilish and satanic influence."¹⁶³ The end of life and burial were occasions for religious expression: in one gift in contemplation of death, Ioannes praised the beneficiary with the statement, "the Lord (alone) being capable of giving you back equal return."¹⁶⁴

¹⁵⁵ *P. Münch.* 1.25-26 (D29).

¹⁵⁶ *P. Lond.* V 1728.9 (D39).

¹⁵⁷ *P. Münch.* 6.7-8, 54-58 (D35).

¹⁵⁸ *P. Lond.* V 1724.16-19 (D32); *P. Münch.* 4.3-7 (D34), 9.21-25 (D40), 13.14-17 (D47).

¹⁵⁹ *P. Lond.* V 1729.25-8, 38-39 (D37).

¹⁶⁰ *P. Münch.* 8.34-36 (D23), 1.44-47 (D29); *P. Lond.* V 1727.56-58 (D38); *P. Münch.* 7.63-66 (D36); *P. Lond.* V 1728.13-16 (D39); *P. Münch.* 12.46-48 (D46), 14.93-96 (D48).

¹⁶¹ See *P. Lond.* V 1737.10 (D52).

¹⁶² *P. Lond.* V 1725.9 (D33).

¹⁶³ *P. Lond.* V 1731.9-11 (D42).

¹⁶⁴ *P. Lond.* V 1729.22 (D37).

Maria was concerned that the recipient of her beneficence "perform the rites of my sacred burial-offerings,"¹⁶⁵ and in a will drawn up by Paternouthis and his wife Kako, the clause anticipating the death of either spouse reads, "whenever it occurs to the master of the universe, Christ (may it not happen!), that one of us should come to the end of life."¹⁶⁶

Onomastics

Our documents reveal over 150 names borne by some 430 individuals, almost thirty of whom are women. The families at Elephantine drew upon a broad linguistic base for those names, using Biblical Hebrew (through Greek translation), Egyptian, Classical Greek, Christian Greek, and Roman naming traditions; there is even one Arabic name. There exists an inverse ratio between the greatest and least number of names. Almost sixty different names in Egyptian and thirty-seven in Classical Greek are borne respectively by 131 and fifty-one persons. Likewise, there are eleven Latin names borne by twenty-eight persons. Thus, there is an average of two persons per name. On the other hand, there are over fifteen Hebrew names borne by 112 persons, an average of seven persons per name, and a sixteen Christian Greek and Latin names borne by ninety-four persons, an average of six persons per name. Thus the pool of Christian and Hebrew names was small, but most of the names within that pool enjoyed wide popularity. On the other hand, the pool of Egyptian, Classical Greek, and Latin names was much larger, but most of those were borne by only a single individual. In a class all by itself stood the double names, sometimes of mixed origin, such as Apa Ioseph and the very popular Aramaic-Greek Apa Deios/Dios (14 persons). Such an individual was named after some venerable holy person whose name included the title, Apa or Abba, "father" (Aramaic). About five names, borne by as many persons, are of uncertain origin, though some of these may be Egyptian.

The names are listed by category (females are marked by an asterisk):¹⁶⁷

Egyptian (59 names, 131 persons) — Alammon/Allamon (*ʿl-ʾmn* [7]), Benne (1), Hatres (*Htr* [6]), Kelolios (1), Kollouthos/Kolouthos (*Klwd* [4]), Krouer (*Qrwr* [1]), Menas (14), Paameios/Paamios/Paam (5), Pachymios (*Pʿ-ḥm* [2]), Paeion (*Pʿ-αἰών* [7]), Paeis (*Pa-ist* [1]), Paenos (*Pa-nʿ* [1]), Pames (*Pʿ-ʿm?* [1]), Paminios (*Pa-Min* [1]), Paneous (*Pa-nʿ-ʿwy.w?* [1]), Papnouthios/Papnothis (10), Pamet (*Pa-mtr* [1]), Paon (*Pa-wn* [1]), Paptios (1), Pasaraei/Pasaroei (1), Pasmes (2), Pasmet (*Pa-ns-[pʿ]-mty?* [1]), Pasnous (1), Patarous/Paterous/Peterous (*Pʿ-nty-r-w* [4]), Patechnoumios (*Pʿ-di-Ḥnm* [3]), Pathermouthis/Paternouthios/Paternouthis (*Pa-tʿ-rnnt* [9]), Phib (*Pʿ-hb* [1]), Pinouthos (*Pʿ-ntr* [1]), Ploullos (*Pʿ-lwl* [1]), Posios (2), Psabet? (1), Psachei (*Pʿ-sh?* [1]), Psachos (*Pʿ-sh-ʿ* [1]), Psan (*Pʿ-sn* [1]), Psano (*Pʿ-sn-ʿ* [1]), Psennesios (*Pʿ-šr-n-ist* [1]), Psenthaesios/Psenthaysios (*Pʿ-šr-ta-ist* [2]), Psere? (*Pʿ-šr* [1]), Sanmoou (*[Pʿ]-s-n-ḥm?* [1]), Sereu? (1), *Taam (*Tʿ-ʿm?* [1]),

¹⁶⁵ *P. Münch.* 8.23 (D23).

¹⁶⁶ *P. Lond.* V 1727.28-9 (D38).

¹⁶⁷ We are very grateful to Cary Martin, John Ray, and Günter Vittmann for their help in distinguishing the origins of these names.

Tachbar (*T̄i-hbr* [1]), Taeion (*T̄i-αῖών* [1]), *Taeit (2), Takares/Tagaria (2), *Tapia (2), *Tarse (1), *Terouterou (*Tr̄z̄w-tr̄z̄w* [1]), *Tkako/Kako (1), *Tlou/Tlous (*T̄i-lw̄* [2]), *Toute? (1), *Tsacho (*T̄i-sh-ʔ* [1]), *Tsau? (1), *Tselet (1), *Tsendia (*T̄i-šr.t-n-Δια* [1]), *Tsere? (1), *Tsia? (3), Tsios? (1) *Tsone (*T̄i-sn.t* [3]).

Greek (37 names, 51 persons) — *Alexandra (1), Alexandros (2), Ammonianos (1), Anastasia (1), Antherios (1), Apollonios (1), Basileides (1), Didymos (2), Diops (1), Dioskyros (1), *Ellene (1), Eucharis (1), Eulogios (1), Eusebais (1), Georgios (5), Hermeias/Hermias (2), Herodes (1), Kallinikos (1), Kosmas (1), *Kyriake (1), Kyriakos (2), Kyros (3), Mauros (1), Mousaios (5), *Nonna (1), Ouranios (1), Papas (1), Parouchios (1), Pelagios (1), Philippos (1), Photis (1) Pityron? (1), Stra[.]psos? (1), Talephantis (1), Thalasio (1), *Thelporine (1), Tyrannos (1).

Latin (11 names, 28 persons) — Gounthos (1), Komes (5), Konstantios/Konstantis/Kostantios (5), Markos (5), Martios (1), Phaustinos (1), Phaustos (1), Praipositos (3), Sabinos/Tsabinos (3), Silbanos (1), Sourous (1), Stergorios (1).

Hebrew (15 names, 112 persons) — Abraamios/Abraamos/Abraam (14), Ananias (1), Apa Deios/Dios (14), Apa Ioseph (1), Aron (1), Elias (1), Iakkobos/Iakobos/Iakob/Iakybis (15), Ioannes/Ioannis/Ioanes (32), Iosephios/Iosephis/Ioseph (8), Isakios/Isakos/Isak (11), Lazaros (1), *Mariam/Maria (9), *Rachel (2), Roben (1), *Sousanna (1).

Arabic (1 name, 1 person) — Kaeis (1).

Christian Greek and Latin (16 names, 94 persons)¹⁶⁸ — Christophoros (2), Dios (27), Makarios (7), *Martyria (1), Martyrioo/Martyrios (3), Paulos (13), Petros (7), Phoibammonos (1),¹⁶⁹ Phosphorios (1), Serenos (2), *Thekla (3), Theodoros (4), Theodosios (2), Theophanos (1), Theophilos (1) Victor (Biktoros/Ouiktoros [19]).

Uncertain (5 names, 5 persons) — Kattas (1), Machbar (1), Panai? (1), Sourtos (1), Tadora (1), *Thikre (1).

Seven men bore double names linked by the phrase "also/also called." The initial name may be either Greek, Hebrew, or Egyptian but the second name is almost always Egyptian, thus Greek Dios is also Pasarei;¹⁷⁰ or Posios;¹⁷¹ Hebrew Ioannes is "also called" Papsios¹⁷² while another is Kattas;¹⁷³ Egyptian Allamonos is "also"

¹⁶⁸ Though linguistically of Greek or Latin origins, these names became very popular in Christian circles in Egypt.

¹⁶⁹ Named after Saint Phoibammon; see L. S. B. MacCull, *BASP* 27 (1990), 55. She cites R.S. Bagnall, *BASP* 19 (1982), 105-24.

¹⁷⁰ *P. Münch.* 1.5, 10 (D29).

¹⁷¹ *P. Lond.* V 1722.24 (D22).

¹⁷² *P. Münch.* 11.37 (D45), 12.30 (D46), 13.26 (D47).

¹⁷³ *P. Lond.* V 1724.1, 72 (D32).

Eiot¹⁷⁴ and Menas is Benne;¹⁷⁵ PN is Psere.¹⁷⁶ In the example of Psere, his Greek name was not known by the scribe, who left the space blank, never filling it in. In the cases of both Pasarei and Papsios the scribes wrote a stroke above the name, perhaps to indicate their Egyptian origin. The initial names being very popular, the additional Egyptian name would serve to distinguish one from another. These double names appear only for parties to the contracts, a previous property owner,¹⁷⁷ or, in two cases, for the owner of a neighboring property,¹⁷⁸ but we do not know if it was common practice for everyone with a given Hebrew or Greek name also to have an Egyptian name. Complicating the problem of prosopographical identification is the fact that a Iakobos "whose father is Dios, also called Pasaraei," is twice designated simply "Iakobos son of Pasaraei."¹⁷⁹ In this filiation the secondary Egyptian name Pasaraei has displaced the primary name Dios. Furthermore, we wonder whether persons with given Egyptian names regularly had additional Egyptian nicknames. There is but a single example of a double name both parts of which are Egyptian (and which are linked by a variant formula) — the woman "Tsia also known as Tsere."¹⁸⁰ We may conjecture that in Greek documents it was standard procedure to record the Greek name since double names are never found for witnesses, signatories, or scribes.¹⁸¹

There are nineteen identifiable clerics and their names are slightly in favor of the sacred (Hebrew or Christian) over the non-sacred. Five of the eight priests (seven of Syene and one of Omboi) bear sacred names (†Abraamos, †Ioannes, Komes, Patermouthis, †Petros, †Victor [witnesses]; †Phosphorios [drafter]; and Sereu of Omboi [arbiter]). The one archdeacon (Isakos) but only four of the eight deacons bear sacred names (†Apa Dios, †Apa Ioseph, †Isakos, Papnouthis [2], Pasmēt, Stra[.]psos [witnesses], and †Theophilos [witness, signatory, drafter]). Two monks bear the sacred name Ioannes, one an illiterate property-owner¹⁸² and another, known also as Kattas, from distant Pampane but now resident in Syene and acting on behalf of a minor. The bishop of the legion of Syene who petitioned the emperor Theodosios I (ca. 425-450) bore the Egyptian name Appion.

¹⁷⁴ *P. Rein* II 107.2 (D28).

¹⁷⁵ *P. Münch.* 4.5 (D34).

¹⁷⁶ *P. Münch.* 14.10, 63, 100 (D48).

¹⁷⁷ *Ibid.*

¹⁷⁸ *P. Lond.* V 1722.24 (D22); *P. Münch.* 11.37 (D45).

¹⁷⁹ *P. Münch.* 1.9-10 (D29); *P. Lond.* V 1724.30 (D32); *P. Münch.* 13.8 (D47).

¹⁸⁰ *P. Lond.* V 1724.10 (D32).

¹⁸¹ For a general discussion of naming practices in Roman Egypt, see D. Hobson, *BASP* 26 (1989) 157-74.

¹⁸² *P. Lond.* V 1729.4-6, 44-7 (D37).

PTOLEMAIC TEXTS (D1-10)

D1

BKT V.2 62 (P. Berlin 13270)

ELEGIAC DRINKING SONG

DATE: End of 4th Century BCE
SIZE: 33 cm wide by 25 cm high
LINES: 21, parallel to the fibers on the recto, perpendicular to the joins
PLACE: Elephantine

There are four songs on this papyrus, at least three of which have captions penned in the left margin, one below the other, as a table of contents: "Muses, The Easy Capture, Memory." The papyrus is torn away where the fourth caption might have been. The first three poems are written continuously without a break between them and are marred by several lacunae. The fourth song is indented and is virtually intact. It is this song which we translate below. The papyrus was used as a wrapping for *P. Eleph. 1 (D2)*, *P. Eleph. 2 (D3)*, *P. Eleph. 4 (D4)*.

Elaborate rules regulated behavior at the all-male drinking parties of the classical and Hellenistic periods, the symposia. One man was chosen to preside over the festivities, and his commands had to be obeyed by all the participants (Plutarch, *Quaestiones Conviviales* I 4 620A-622B). It is he who is imagined to be the speaker of this poem, which is written in elegiac couplets. The word symposion, originally meaning the party itself, came to be used for the rooms in which such parties were held, and in Egypt these could be private dining rooms or even large public spaces rented out for the occasion. In the Byzantine period, however, the term seems to have been applied to the main room of an apartment, a sort of combined living/dining room, and sometimes, perhaps, also a bedroom (Husson, *OIKIA*, 270-1).

The most recent edition of this drinking song was published by F. Ferrari, *Studi Classici e Orientali* 38 (1988), 181-227.

RECTO

- ¹Hail, fellow-drinkers, men, companions! From Good
- ²Setting out, I purpose my poem for Good.
- ³'Tis right, whenever we join, dear fellows, for such
- ⁴A doing, to laugh, to play, putting excellence to use,
- ⁵And to enjoy being together, and with each other to joke
- ⁶And to tell such jests as bring on laughs.
- ⁷Let solemnity follow, and let us listen, speaking
- ⁸In turn; this is the excellence of the symposium.
- ⁹Let us obey the drinkmaster, for this is the
- ¹⁰Task of good fellows, and it brings on praise.

D2

P. Eleph. 1 (P. Berlin 13500) PLATE 6

MATRIMONIAL ARRANGEMENTS

DATE: August/September, 310 BCE
 SIZE: 35 cm wide by 40 cm high
 LINES: 18, perpendicular to the fibers on the recto, parallel to the joins; folded from top to bottom and sealed in the middle; a duplicate (16 lines) remains attached below, folded from bottom to top
 PLACE: Elephantine
 PARTIES: Herakleides and Demetria, daughter of Leptines and Philotis
 OBJECT: Matrimony
 WITNESSES: 6
 SCRIBE: Not stated

The oldest dated Greek document from Egypt, this covenant of marriage was found in a jar together with *P. Eleph. 2* (D3), *P. Eleph. 4* (D4), *P. Eleph. 3* (D5), and *P. Eleph. 5* (D6). The first four of these were wrapped in another papyrus sheet bearing several poems, including *BKT V.2 62* (D1), the Elegiac Drinking Song. Except for *P. Eleph. 4* (D4) and *P. Eleph. 3* (D5), the relationship of the other texts one to another is not clear. *P. Eleph. 1* was written twice on the same piece of papyrus, and the upper (inner) copy (which is translated here) was folded up and sealed, leaving the lower (outer) one still attached and visible for consultation. The following three texts (D3-5) were also double documents as was demotic *P. Berlin 13535+23677* (C32 [236 BCE]).

The bride, who is given to her husband by her parents, brings a dowry of 1000 drachmas which she agrees to forfeit if an *ad hoc* board of three arbiters considers her responsible for bringing "shame" upon him. Conversely, if the arbiters consider him responsible for an offense against her, such as bringing another woman into the house or having children by another woman, they are empowered to fine him 1000 drachmas and to compel him to return the dowry. The groom and his father-in-law will determine together where the couple is to live. Unlike the subsequent papyri, which are entrusted to one of the witnesses who is designated "keeper of the contract," copies of this contract were kept by each of the spouses and would be valid anywhere they took it (lines 13-14). The document is objectively formulated throughout, with only the Domicile clause phrased subjectively (lines 5-6). The diverse origins of the witnesses reflect the pan-Hellenic nature of the Alexandrian and Ptolemaic armies: from Gela in Sicily and Cyrene in Libya in the west to Cos in the Aegean in the east. Three of the six witnesses come from the home of the groom in Temnos, a Greek city a few miles inland from the coast of Asia Minor, while one witness comes from the home of the bride in Cos, a town off the southwest tip of Asia Minor and the birthplace of Hippocrates in the fifth century BCE.

Text republished in Mitteis, *Chrest.*, No. 283; P. M. Meyer, *Jur. Papyri*, No. 18; *Select Papyri I*, No. 1 (with English translation), and Pestman, No. 1 (with notes).

RECTO

Date ¹In the seventh year of the reign of Alexander the son of Alexander, in the four²teenth ¹year of the satrapship of Ptolemy, ²in the month of Dios.
 Title Contract of marriage¹ of Herakleides and Demetria.

¹ συνοικισία, "cohabitation" or "marriage;" "living together in the marital home means 'being married'" (Pestman, p. 69). The Greek "contract of cohabitation" is similar in function to the Aramaic ספר אנה, "document of wifeness" (*TAD B3.3:17* [B30]) and the demotic *sh n hm.t*, lit. "a writing concerning a wife" (*P. Berlin 13614* [C27], 13593 [C33]). All three do not constitute or establish the marriage, but regulate matters of personal status and property within the marriage; cf. the Arabic nuptial gift agreement (*P. Or. Inst. 10552r* [F2]).

Parties	Herakleides, <a Temnian>, ³ a free man, ² takes ³ Demetria, a Coan, ⁴ a free woman,
Status	³ as his legitimate wife
Parents	from her father Leptines, a Coan, and from her mother Philotis,
Dowry	⁴ (Demetria) bringing clothing and jewelry (worth) 1000 d(rachmas).
Support	Let Herakleides provide to Demetria ⁵ everything pertaining to a free wife.
Domicile	(They said), "We (shall) be (resident) in the same place wherever ⁶ Leptines and Herakleides, ⁵ deciding together in joint ⁶ decision, ⁵ decide."
Wife's Obligation	⁶ If Demetria is discovered dealing deceitfully ³ in any way to the shame of her husband Herakleides,
Penalty I	⁷ let her be deprived of everything she brought, ⁴
Arbitration I	but let Herakleides prove whatever he sues Demetria about before three men ⁸ whom they both sanction. ⁵
Husband's Obligation	Let it not be permitted to Herakleides to bring in another woman ⁶ as an outrage ⁷ to Demetria, nor ⁹ to have children by another woman, ⁸ nor to deal deceitfully in any way on any pretense, Herakleides against Demetria.
Arbitration II	¹⁰ If Herakleides is discovered doing any of these things and Demetria proves it before three men of whom they ¹¹ both ¹⁰ designate,
Penalty II	¹¹ let Herakleides give back to Demetria the dowry of 1000 d(rachmas) which she brought and let him indemnify (her) in addition with ¹² 1000 d(rachmas) of the ¹¹ silv ¹² er (coinage) of Alexander. Let the execution be ¹³ upon Herakleides himself and upon all the property of Herakleides, both on land and sea, ⁹ for Demetria and those executing ¹⁰ (together) with Demetria, ¹² as if (arising) from litigation legally completed. ¹¹

² The designations "free man" (ἐλεύθερος) and "free woman" (ἐλευθέραν) are unique in the Egyptian Greek marriage contracts and are reminiscent of Dorian matrimonial custom which allowed marriage between persons of unequal status. Cos, the homeland of Demetria, was under Dorian control (communication of Joseph Modrzejewski).

³ κακοτεχνεῖν, Lit., "to contrive base actions," here a euphemism for committing adultery.

⁴ The dowry thereby served as a "means of encouraging marital constancy by penalizing the offending spouse" (see also lines 11-12); R. Katzoff in M.J. Geller and H. Maehler, eds, *Legal Documents of the Hellenistic World* (London, 1995), 39.

⁵ At the beginning of the Greek conquest, the court system was not fully in place and so private arbitration was essential (Joseph Modrzejewski).

⁶ Cf. the similar prohibition in one of the Aramaic documents of wifehood — "Moreover, [Ananiah shall] n[ot] be able (OR: Anani does not have right) to] take ano[h]er] woman [besides Jehoishma] for himself for wifehood" (TAD B3.8:36-37 [B41]).

⁷ ἐφ' ὑβρεῖ.

⁸ A similar prohibition is found in another Aramaic contract — Eshor "shall not be able to say, 'I have another wife besides Mipta(h)iah and other children besides the children whom Miptahiah shall bear to me'" (TAD B2.6:31-33 [B28]).

⁹ The expression "on land and sea" is typically Greek (cf. Demosthenes against Lacritus 12, quoting a maritime loan contract) but soon gave way to expressions compatible with Egypt's own topography.

¹⁰ "Executing, exacting payment," πράσσοντες. In the lower copy the word is συμπράσσοντες, "executing together."

¹¹ The decision of the three arbiters will have the same force as a judgment by an official court.

Validity ¹²	¹⁴ Let this ¹³ contract ¹⁴ be valid in every respect everywhere, as if ¹³ the covenant had been made there, wherever Herakleides may bring it out ¹⁴ against ¹⁵ Demetria or (wherever) Demetria and those executing (together) with Demetria may bring it out against Herakleides.
Possession of Document	Let Herakleides ¹⁶ and Demetria ¹⁵ be in control ¹⁵ ¹⁶ to keep their own contracts themselves and to bring them out against each other.
Witnesses	Witnesses: ¹⁷ Cleon a Gelan, Antikrates a Temnian, Lysis a Temnian, Dionysios a Temnian, Aristomachos a Cyrenaean, Aristodikos ^{18a} Coan.

¹² Living away from their ancestral cities, these Greek colonists evolved a clause which ascribed to their contracts unlimited geographical validity, the emphasis being not on "valid" but on "everywhere." This Validity clause became standard in our Ptolemaic contracts (*P. Eleph.* 2.15f-16, [D3] 3.5-7 [D5], 4.7-8 [D4]) but soon became abbreviated through the ellipsis of "everywhere." The reduced clause continued in use down through our early Byzantine documents, dating 493-574 (*P. Münch.* 15 [D20], 16 [D21]; *P. Lond.* V 1722 [D22]; *P. Münch.* 8 [D23]; *P. Lond.* V 1734 [D25]; *P. Münch.* 1 [D29]) and focused the attention of scholars on the question of "validity" and away from geographical universality; for full discussion see J. Mélèze-Modrzejewski in *Atti dell XVII Congresso Internazionale de Papirologia* (Naples, 1984), 1180-1184. The clause was once more expanded at Elephantine in a document of 355 ("wherever it is produced" [*P. Edmonstone* 18 [D18]) and appeared consistently in every document after 574 ("wherever it is brought forward") *P. Münch.* 1.51 [D29]; *P. Lond.* V 1723.20 [D30], 1724.64 [D32]; *P. Münch.* 3.8 [D33]; *P. Lond.* V 1729.42 [D37], 1727.60 [D38]; *P. Münch.* 9.88 [D40]; *P. Lond.* V 1730.24 [D41], 1731.34 [D42]; *P. Münch.* 10.17 [D43], 11.65 [D45], 12.49 [D46], 13.66 [D47]; 1733.66 [D49], 1736.18 [D51], 1737.19 [D52]).

¹³ "As if," i.e., a legal fiction.

¹⁴ ἐπεγέρει, as distinct from "wherever brought forward," προφερόμενον, in the Byzantine documents (see references in note 11 above).

¹⁵ Κύριοι δὲ ἔστωσαν. The same phrase occurs in *P. Eleph.* 2.3, 5 (D3). For the verbal form see further on *P. Münch.* 15.6 (D20). It is parallel to Aramaic ܘܠܝܫ, "empowered, be entitled to, have right to" (see on *TAD* B2.1:11 [B23], 2.3:9 [B25]) and demotic *ir shy*, "exercise control" (*P. Wien* D 10150.2 [C28], 10151.3, 6 [C29]; *P. Moscow* 135.3 [C30]).

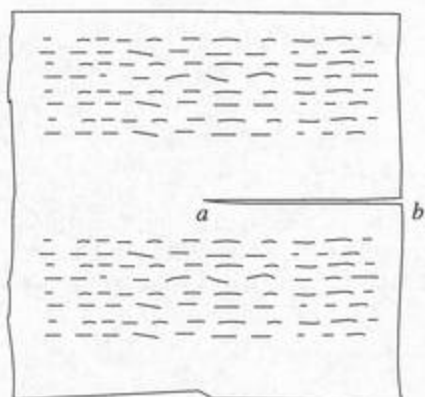


Fig. 1

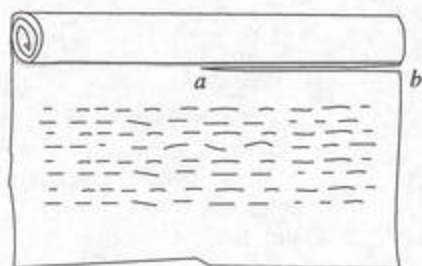


Fig. 2

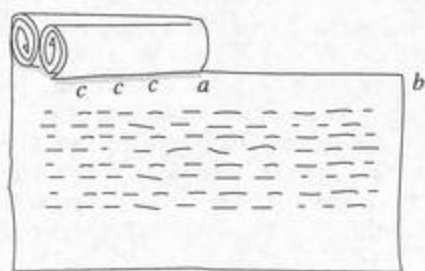


Fig. 3

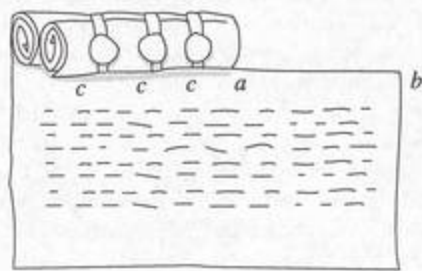


Fig. 4

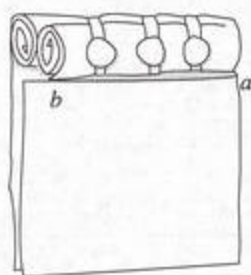


Fig. 5

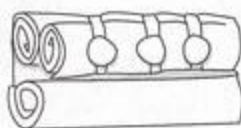


Fig. 6

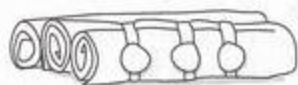


Fig. 7

Stages in the preparation of a double document (*P. Eleph.* 1-4 [D2-5]; according to O. Rubensohn, *Elephantine-Papyri* [Berlin, 1907], 6-7).

D3

P. Eleph. 2 (P. Berlin 13501) PLATE 7

WILL

DATE: 29 June-28 July, 284 BCE
 SIZE: 40 cm wide by 51 cm high
 LINES: 18, perpendicular to the fibers on the recto, parallel to the joins; folded from top to bottom and sealed in the middle; a duplicate (16 lines) remains attached below, folded from bottom to top; names of parties, heirs, and witnesses between three groups of seals on verso
 PLACE: Elephantine
 PARTIES: Dionysios and Kallista
 WITNESSES: 6
 SCRIBE: Not stated

Husband and wife draw up their will, leaving everything to each other, and after them to their sons. The will appears to contain a double incentive, positive and negative, to the sons to support an aging or surviving parent. The unmarried son who supports either of the parents is to receive an extra portion (lines 5-10). The son who refuses support is fined 1,000 drachmas (lines 10-13). The son who does not wish to pay off the parents' debts is not to share in the inheritance. The document is objectively formulated throughout and is entrusted for safekeeping to a *syngrophophylax*, the witness Herakleitos. Twenty-five years after the writing of the first Greek contract extant from Elephantine (P. Eleph. 1 [D2]), the witnesses still evidence a cosmopolitan origin. In addition to Temnians and a Coan, known earlier, there are witnesses from as far apart as the island of Crete, the region of Arcadia in the central Peloponnese, and the town of Maronea in Thrace, on the northern shore of the Aegean Sea.

Text reprinted and translated in *Select Papyri* I, No. 82.

RECTO

Date ¹In the 40th year of the reign of Ptolemy, in the month of Gorpaios, Menelaos son of Lagos¹ being priest.
 Title Con²tract and acknowledgment.²
 Parties Dionysios, a Temnian, has composed³ this with his wi³fe ²Kallista, a Temnian.
 Testament ⁴If anything should happen to Dionysios, he leaves all his own belongings to Kallista and she is in control⁵ of ⁴all the belongings as long as she lives. If anything should happen to Kallista while Dionysios is alive, ⁵Dionysios is in control of the belongings.

¹ Spelled Λαάγου in the text.

² ὁμολογία. This term and its verb, ὁμολογέω, are basic to all the Greek and Coptic documents in this collection, and its use has been traced back to pre-Ptolemaic Greece (F. Pringsheim, *The Greek Law of Sale* [Weimar, 1950], 26-33).

³ διέθετο, found in our documents only here.

⁴ For an expanded version of this clause in the Byzantine period see *P. Lond.* V 1727.20-38 (D38).

⁵ Here and in line 5 the surviving spouse controls the deceased's property but does not inherit it. Only the children "inherited" the property upon the death of the surviving spouse. Compare the terms "control and own" and "inherit" in *P. Münch.* 8.21, 22, and 25 (D23). The Aramaic deeds of wifehood employ the comparable term ܫܠܫ to signify control by the surviving spouse over the deceased's property (*TAD* B2.6:18 [B29]; 3.3:11-12 [B37]); twice they use the term ܢܗ, "inherit," to describe the rights of a surviving husband in a childless union (*TAD* 2.6:21 [B29]; 3.8:35 [B42]). καταλείπω, the common term for "leaving" property to heirs at one's death is found in the Byzantine period in *P. Münch.* 6.13, 30, and 64 (D35), 7.21 and 48 (D36), 8.26 (D23), 11.50 (D45), and *P. Lond.* V 1727.30 and 41 (D38).

Testament II ⁶	And if anything (then) happens to Dionysios, let him leave the belongings ⁶ to all his own sons. In the same way, let Kallista, if anything should (then) happen to her, leave the ⁷ belongings to all the sons, except for the shares which ⁸ Bakchios, Herakleides, and Metrodoros ⁷ may receive from Dionysios and Kallista for their labor ⁸ while their father and mother are alive. ⁹ But if Bakchios, Herakleides, and Metrodoros are ⁸ married and ⁹ registered, ⁷ let the belongings of Dionysios and Kallista be (shared) ¹⁰ in common by all the sons.																									
Obligation of Heirs	If Dionysios or Kallista, while alive, should be in need or owe a debt ¹¹ let all the sons in common feed them and all join in repaying their debts.																									
Penalty	If any one of them ¹² should not be willing to support them or join in repaying their debts or should not join in burying them, let him repay one thousand drachmas of silver, ⁸ ¹³ and let there be requisition from the one who is insubordinate and does not act in accordance with what is written.																									
Release of Obligation	If ¹⁴ Dionysios or Kallista should leave any debt, let it be permitted to the sons not to enter into (possession of the inheritance) if they do not wish to ¹⁵ when Dionysios and Kallista have died.																									
Validity ⁹	Let this contract be valid in every respect everywhere, ¹⁶ wherever it may be brought, as if the covenant had been made there.																									
Guardian of document	They have deposited the contract willingly ¹⁷ with the contract keeper, ¹⁰ Herakleitos. ¹¹																									
Witnesses	Witnesses: Polykrates an Arcadian Androstheneas a Coan ¹⁸ Noumenios a Cretan Simonides a Maronean Lysis and Herakleitos Temnians.																									
Sealings	<p>VERSO</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">of Dio</td> <td style="width: 20%;">of Bakchios</td> <td style="width: 20%;">of [Poly]</td> <td style="width: 20%;">of Noume</td> <td style="width: 20%;">of Lysis</td> </tr> <tr> <td>nysios (<i>sealings</i>)</td> <td>of Kallista (<i>sealings</i>)</td> <td>c[rates]</td> <td>nios (<i>sealings</i>)</td> <td></td> </tr> <tr> <td>of Metro</td> <td>of Simoni</td> <td>of Herakleides</td> <td>of Herakl</td> <td>of Androstheneas</td> </tr> <tr> <td>do</td> <td>des</td> <td></td> <td>eitos</td> <td></td> </tr> <tr> <td>ros</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	of Dio	of Bakchios	of [Poly]	of Noume	of Lysis	nysios (<i>sealings</i>)	of Kallista (<i>sealings</i>)	c[rates]	nios (<i>sealings</i>)		of Metro	of Simoni	of Herakleides	of Herakl	of Androstheneas	do	des		eitos		ros				
of Dio	of Bakchios	of [Poly]	of Noume	of Lysis																						
nysios (<i>sealings</i>)	of Kallista (<i>sealings</i>)	c[rates]	nios (<i>sealings</i>)																							
of Metro	of Simoni	of Herakleides	of Herakl	of Androstheneas																						
do	des		eitos																							
ros																										

⁶ See the expansion in *P. Lond.* V 1727.40-47 (D38).

⁷ Registered either on the civic roll as adult citizens or on the military roll.

⁸ For similar penalties in a Byzantine will see *P. Lond.* 1727.47-54 (D38).

⁹ On this clause see note to Validity in *P. Eleph.* 1 (D2).

¹⁰ The practice of depositing a contract with a contract keeper (here called *συγγραφοφύλαξ*) does not appear in the Aramaic contracts but does appear in the demotic ones; see C.J. Martin, *JEA* 72 (1986), 172-173; J.C. Darnell, *Enchoria* 17 (1990), 87, n. 30. For an earlier view see F. Pringsheim, *The Greek Law of Sale* (Weimar, 1950), 29.

¹¹ Is he the same as the Temnian witness Herakleitos?

D4

P. Eleph. 4 (P. Berlin 13503; now in Cairo)

APPOINTMENT OF A GUARDIAN

DATE: 21 July, 283 BCE
 SIZE: 42 cm wide by 28 cm high
 LINES: 12 (= 8, perpendicular to the fibers on the recto, parallel to the joins; on verso, 4-line summary parallel to the fibers; names of witnesses and parties between three groups of seals); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Elaphion and Pantarkes
 WITNESSES: 6
 SCRIBE: Not stated

The transactions in this and the next papyrus are almost identical.¹ In this one, which antedates² *P. Eleph. 3* (D5) by half a year, the Syrian woman Elaphion, with Dion acting as her *kyrios*,³ deposits with Pantarkes 400 drachmas to provide for her maintenance,⁴ presumably as his concubine.⁵ But this was to be only a temporary arrangement while she was waiting to become the concubine of another, for seven months later (in *P. Eleph. 3* [D5]) she deposits 300 drachmas with Antipatros on similar terms. The 100 drachma difference may represent the fee that Pantarkes retained for his short term service: both documents contain a penalty clause to prevent the new guardian from suing Elaphion for support or trying to enslave her, but the brevity of her stay with Pantarkes seems to have been guaranteed by the strikingly large penalty of 10,000 drachmas to be imposed on him. The deposit of money as kind of dowry may have been designed to discourage mistreatment or a peremptory dismissal of the woman.⁶

Witnesses continue to display a diversity of origin. In addition to the already-cited Arcadia (*P. Eleph. 2.17* [D3]) and Cyrene in Libya (*P. Eleph. 1.17* [D2]), there appear here the new sites of Side; Aegina, an island in the Aegean; and Magnesia, referring either to the region in central Greece or to one of two cities in Asia Minor.

RECTO

Date ¹In the 41st year of the reign of Ptolemy, Eureos the son of Proitos being priest, on the 3rd day of the month of ²Hyperberetaios,
 Transaction Elaphion, a Syrian woman,⁷ her legal guardian being Dion, paid to Pantarkes the Arcadian support⁸ ³for herself to the amount of 400 drachmas of silver.
 Penalty Let it not be permitted to Pantarkes ⁴nor to ⁵anyone else ⁴acting for Pantarkes ³to bring suit against Elaphion in order ⁴to exact support or enslave her on any pretext.

¹ A major advance in understanding these two was recently made by E. Grzybek, *ZPE* 76 (1989), 206-212, whose interpretation we follow here.

² The true sequence of these two documents was discovered by A. E. Samuel, *Ptolemaic Chronology* (Munich, 1962), 20-24.

³ Legal guardian. She has her own seal and is evidently a woman of means, but Hellenistic law required that any woman must have an adult male as her *kyrios* in order to have documents drawn up by a Keeper of Contracts, *syngrophylax* (*LGRE*, 175; F. Pringsheim, *The Greek Law of Sale*, 29).

⁴ τροφεία. This may be the technical term for the analog to a dowry which a concubine brings to the man who keeps her (Grzybek, p. 211).

⁵ πλάξ would be the appropriate word, though it does not appear in these two contracts. Grzybek cites Isaeus 3.39 for its use in a context involving agreements about terms analogous to a dowry.

⁶ ἵνα μὴ ἐπ' ἐκείνῳ γένοιτο ῥαδίως ἀπαλλάττεσθαι, ὅποτε βούλοιτο, τῆς γυναίκος "so that it might not be in his power easily to get rid of the woman whenever he wanted" (Isaeus 3.28, cited by Grzybek).

⁷ Though "Syrian," she bears a good Greek name, found in Aristophanes (*Thesm.* 1172), meaning "Little Deer."

⁸ τροφεία.

⁵Or else, let their proceeding be invalid and let Pantarkes pay back to Elaphion or to him ⁶who acts for Elaphion a penalty of 10,000 drachmas.

Validity Let this contract be valid everywhere, ⁷wherever Elaphion or another acting for Elaphion may produce it against Pantarkes, exactly as ⁸written ⁷by Elaphion.⁹

Witnesses ⁸Witnesses: Kleonikos the Arcadian, Nikagoras the Cyrenaean, Rhodokles the Aeginetan, ⁹Aphrodisios of Side, Dionysios of Magnesia, Thaliarchos the Cyrenaean.

Keeper of Contract Nikagoras is the Keeper of Contracts.

VERSO

Summary ¹⁰Contract of Elaphion

¹¹with Pantarkes.

¹²She tendered support

¹³400 d(rachmas).

Sealings¹⁰

	of Nikagoras	of Aphrodisios	of Thaliarchos
of Dion (<i>sealings</i>)	of Rhodokles (<i>sealings</i>)	of Elaphion (<i>sealings</i>)	of Dionysios
	of Pantarkes	of Kleuni[kos]	acquired
			from Ph...

⁹ "Exactly as written by ..." is an unusual phrase not customarily found in these Validity clauses.

¹⁰ In addition to six witnesses, the three parties to the contract (Elaphion and her guardian Dion, and Pantarkes) affixed their seals.

D5

P. Eleph. 3 (P. Berlin 13504 = SR 2938 = J. 39461)

APPOINTMENT OF A GUARDIAN

DATE: February 14, 282 BCE
 SIZE: 42 cm wide by 28 cm high
 LINES: 10 (= 8, perpendicular to the fibers on the recto, parallel to the joins; exposed on verso, parallel to the fibers, 2-line notation of keeper of contracts and names of witnesses and one of the parties between two groups of seals); folded from top to bottom and sealed in the middle; a duplicate (8 lines) remains attached below, folded from bottom to top

PLACE: Elephantine
 PARTIES: Elaphion and Antipatros
 WITNESSES: 6
 SCRIBE: Not stated

Seven months after *P. Eleph. 4 (D4)*, Elaphion engages a new *kyrios*, Antipatros, on terms similar to those under which she had retained Pantarkes in the earlier document. The support payment is only 300 drachmas not 400, and penalty for suit is only 3,000 and not 10,000. The witnesses here hailed from the already noted Arcadia and the additional sites of Phocis in central Greece near Delphi, Chalcis on the large island of Euboea off the east coast of mainland Greece, the island of Rhodes, and from Alexandria in Egypt.

RECTO

Date ¹In the 41st year of the reign of Ptolemy, Eureos the son of Proitos being priest, on the 3rd day of the month of Artemisios,
 Transaction ²Elaphion, a Syrian woman, her legal guardian being Pantarkes, paid to Antipatros the Arcadian support for herself to the amount of 300 drachmas of silver.
 Penalty ³Let it not be permitted to Antipatros ⁴nor to anyone else acting for Antipatros ³to bring suit against Elaphion in order to exact support or enslave her on ⁴any ³pretext. ⁴Or else let their proceedings be invalid and let ⁵Antipatros ⁴pay back ⁵to Elaphion or to him who acts for Elaphion a penalty of 3000 drachmas.
 Validity Let this contract be valid ⁶everywhere, wherever Elaphion or another acting for Elaphion may produce it against Antipatros, exactly as ⁷written ⁶by Elaphion.
 Witnesses Witnesses: Pankrates the Arcadian, Kaphisias the Phokian, Diphilos the Phokian, Epinikos the Chalcidian, ⁸Athenagoras the Alexandrian, Xenokles the Rhodian.

VERSO

Keeper of Contract ⁹Keeper of Contract:
¹⁰Pankrates
 Sealings¹ of Pankra of Antipatros of Xenokles
 tes (sealings) of Diphilos of Epinikos (sealings) of Kaphisias
 of Athenagoras

¹ Six witness plus Antipatros affixed their seals.

D6

P. Eleph. 5 (P. Berlin. 13502)

ACCOUNTING OF AN INHERITANCE

DATE: 23 March, 281 BCE¹
 SIZE: 13 cm wide by 38.5 cm high
 LINES: 32 (= 27, parallel to the fibers on the recto, perpendicular to the joins; 5 lines on verso perpendicular to the fibers); names of witnesses and parties between seals on verso; folded from bottom to top
 PLACE: Elephantine
 PARTIES: Diagoras and Hermagoras
 WITNESSES: 2
 SCRIBE: Not stated

Diagoras lists all the goods and cash from his father's estate that he has received from Hermagoras (a trustee?). In addition to some 25 individual items, including household furniture, utensils, and grain, there are 105 wine jars, of which he has received 43 empty vessels, 150 drachmas in payment of 36 full jars, and a note from Hermagoras for 108 drachmas 2 obols for the remaining 26 vessels. On the verso, Hermagoras acknowledges his debt to Diagoras for the cash value of these 26. The style and schema are mixed: a third person objective Receipt; Date; first person subjective Accounting; and on the verso a third person objective Debt acknowledgment. Lacking space at the bottom of the recto, the scribe wrote the last three lines (25-27) at the top. Only two witnesses appear, and their names are not accompanied by place of origin.

RECTO

Receipt ¹All that Diagoras has received: ²3 spits, ³1 ladle and t(he) wine-⁴cooler and siphon, ⁵1 mattress, ⁶2 pillows, ⁷1 iron lamp, ⁸1 bow, ⁹1 quiver, ¹⁰1 bed, ¹¹a 5-drachma bed, ¹²1 table, ¹³2 little knives, ¹⁴10 c(lay vessels) of wine.
 Date ¹⁶In the 2nd year ¹⁵of the reign of Ptolemy ¹⁶the son of Ptolemy, ¹⁷on the twenty-third of the month of Tybi.
 Accounting ¹⁸I made an accounting to Hermagoras ¹⁹for the wine, of which he had ²⁰105 c(lay vessels) of wine; I have an account ²¹and I have gotten everything ²²of my paternal (legacy).² ²³43 c(lay vessels) of wine have been emptied;³ ²⁴we have received ²³the price ²⁴for 36 c(lay vessels) of wine: 150 drachmas.⁴ ²⁶And I receive in full the ²⁷measures ²⁵of barley ²⁶and wheat.

¹ Rubensohn's date was 284/283 BCE. The "2nd year of the reign of Ptolemy" does not refer to his joint reign with his father (283) but to his sole rule (281).

² As is evident from the verso, part of the inheritance is still outstanding.

³ Lit., "used up" (ἀνηλώθησαν).

⁴ The remaining 26 vessels (105 - [43 + 36] = 26) will be accounted for in their cash value on the verso. Each vessel is valued at 4 drachmas, 1 obol (150 ÷ 36).

VERSO

Debt	²⁸ Hermagoras acknowledges that he owes ²⁹ to Diagoras ⁵ for the re[main] ³⁰ ing account of the paternal (legacy).	
Witnesses	³¹ Witnesses: Drimakos 108 drachmas [2 obols] ⁶	
	³² Taerpchybs	
	[next to the seals:]	
Sealings ⁷	of Dri(makos)	(sealing)
	of Hermagoras ⁸	(sealing)
	of Diagoras	(sealing)

⁵ Lit., "from Diagoras," a scribal error.

⁶ $26 \times 4\frac{1}{2} = 108$ drachmas, 2 obols. Forgotten at the end of line 30, the amount was written next to the name of Drimakos.

⁷ The witness Drimakos and the two parties affixed their seals.

⁸ Hermagoras used the same seal as did Bakchios and Herakleides in *P. Eleph. 2 (D3)*.

D7

SB I 5111 = Cowley 60 (Cairo SR 3463 = J. 43500) PLATE 8

MILITARY DESPATCH TO KING PTOLEMY

DATE: Early third century, BCE
 SIZE: 14.5 cm wide by 4.9 cm high
 LINES: 4, perpendicular to the fibers on the verso
 PLACE: Elephantine
 PARTIES: Pertaïos son of Arnouphis to Ptolemy I
 OBJECT: Report of a siege

This letter was published by Eduard Sachau (Papyrus 47, Plate 39) along with the Aramaic papyri because a small fragment ("c") associated with it was believed to contain Aramaic writing on the other side of Greek script. Ductus of pen and distance between lines confirm that this fragment belongs to the letter though no join was possible. As for the writing on the other side, though tops and bottoms of letter are visible, no identifiably Aramaic letters are recognizable. Written parallel to the fibers, this discarded piece was turned bottoms up by the Greek scribe who proceeded to write his letter on the verso. In the lower part, preserved only in fragment c, the Greek writing came opposite the original "Aramaic" script.

In this fragmentary letter, Pertaïos reports to King Ptolemy of defensive measures being taken by himself and "two brothers" in the face of a siege by the Ethiopians. Some would relate this event to the successful Ethiopian campaign of Ptolemy II (Diodorus I.37.5)¹. Since the letter was found at Elephantine it may be a copy, a draft, or a despatch that never got sent. One of the hieratic Semnah Despatches reported the turning away of Nubians seeking service in the king's forces to escape the ravages of famine (*P. British Museum* 10752 [A3]).

RECTO

Recipient ¹[To K]ing Ptolemy,
 Salutation greetings.
 Sender Pertaïos son of Arnou[phis² ...
 Report ²...]Ethiopians came down an[d b]esieg[ed³...] I and two brothers³ are fencing
 in (the) dw[ellings(?) ... ⁴...]... to (our) aid and we killed⁴ [...]

¹ W. Schubart *apud* E. Sachau, *Aramäische Papyrus und Ostraka*, 142; P.H. Fraser, *Ptolemaic Alexandria* (Oxford, 1972), I, 176, II, 297-298. We are grateful to J. Modrzejewski and Daniel Schwartz for their helpful suggestions.

² W. Schubart surmised he was commander of the Elephantine garrison.

³ Are these blood brothers or "brothers in arms?"

⁴ ἀνείλομεν; alternately, "destroyed" or "undertook" a counterattack.

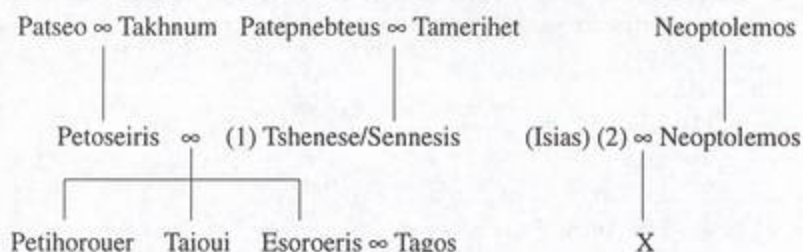
D8

BGU VI 1247 (P. Berlin 11307)

PETITION

DATE: 24 February-24 March, 137 BCE¹
 SIZE: 15.8 cm wide by 29.8 cm high (in two fragments, one 15.3 cm high, the other 14.5)
 LINES: 25, parallel to the fibers on the recto; folded from right to left
 PLACE: Syene or Omboi
 PARTIES: Esoroeris son of Petoseiris to Santobithys
 OBJECT: Assault of Neoptolemos son of Neoptolemos

This and the two following documents give us a glimpse into the frictions caused by the practice of forcing the native Egyptians to provide lodging for foreign soldiers. Such billeting, requisitioned and not paid for in Ptolemaic Egypt, provoked endless quarrels.² In our documents there is more than meets the eye. These three documents are part of a bilingual family archive including nine demotic documents (*P. Berlin* 13593-13601), only one of which has been published. A prosopographical investigation reveals that the Egyptian complainant Esoroeris was the youngest of three children, born some twenty years after the marriage of his parents Petoseiris and Sennesis in 198 BCE (*P. Berlin* 13593 [C33]).³ Sometime after the birth of her third son, Sennesis left her husband Petoseiris and married the soldier Neoptolemos, who is here depicted as billeted in the house of Esoroeris. He now complains to the *strategos*⁴ that Neoptolemos started a quarrel, damaged his house, and beat him. The end of the petition is fragmentary, and it is unclear what redress Esoroeris seeks.⁵



RECTO

Internal Address ¹To Santobithys, chief bodyguard and *strategos*,⁶
 Complainant ²from Esor[o]er[is] son of Petose[i]ris, descendant.⁷

¹ Redated by L. Mooren, *La hiérarchie de cour ptolémaïque* (Louvain, 1977), 115 with note 2; see also G. M. Savorelli in R. Pintaudi, ed., *Miscellanea Papyrologica* (Florence, 1980), 249-50 n. 113 (= *Pap. Flor.* VII). The date given by the original editor, Schubart, was 149/8 BCE.

² A brief discussion with examples in N. Lewis, *Greeks in Ptolemaic Egypt* (Oxford, 1986), 21-24.

³ See J. K. Winnicki, *Historia* 26 (1977), 265-6.

⁴ The head of the military and civil administration in each of the three dozen or so nomes into which Ptolemaic Egypt was divided.

⁵ For a Byzantine petition see *P. Leid.* Z (D19).

⁶ Perhaps a "lesser" *strategos*, without authority over the border troops. See J. D. Thomas, *The Epistrategos in Ptolemaic and Roman Egypt*, Part 1, *The Ptolemaic Epistrategos* (Opladen, 1975), 38-39.

⁷ τῆς ἐπιγονῆς, descendant of a soldier? A hellenizing Egyptian? A debtor? The social meaning of this word is not entirely clear. See J. F. Oates, *Yale Classical Studies* 18 (1963), 1-129. A recent brief discussion may be found in *P. Dion.* pp. 58f. Cf. E. Boswinkel - P.W. Pestman, *Les archives privées de Dionysios, fils de Kephala* (Leiden, 1982) = *P.L. Bat.* 22, 58-59 and W. Clarysse, *The Petrie Papyri Second Edition* (Brussels, 1991) = *Collectanea Hellenistica* II, 48-49.

Defendant	³ I am [wron]ged by Neoptolemos son of Neoptolemos, ⁴ whose fatherland I do not know, ⁸ (one) ⁵ of the so[l]diers ⁴ posted ⁵ at [S]yene.
Complaint	A house bel[on]gs to me in ⁹ ⁶ the fortress of Syene and he is bille[t]ed ¹⁰ there. ⁷ Although before this t[i]me I was ⁸ unreproached ⁷ by him, ⁸ now in t[h]e month of Mecheir, of the ¹¹ 3[3], ⁹ having contr[iv]ed an argument with me deliberately, ¹⁰ for a time he was reviling me very shamefully, but (then), ¹¹ going beyond the ¹⁰ la[w], ¹² ¹¹ he broke apart the ceiling ¹³ of the ¹² dwelling above so that I would always be spat[t]ed with dust. ¹³ Not content with that, using the ¹⁴ villainous behavior (which is typical) ¹⁴ ¹³ of ¹⁴ him, seizing me in the ¹⁵ court(yard), they ¹⁵ were beating me with numerous blows to every ¹⁶ part of my body ... some bystanders ¹⁷ [...]. But because also, on account of th[i]s ¹⁸ [issue], I have [moved] ¹⁶ to [the O]mbite (nome) in [...] ¹⁹ [...] and [...] ¹⁷ ²⁰ [...] he does violence to me contrary to p[ro]priet[y].
Petition	²¹ [But] be[cause] ¹⁸ you have [come] to the area as a help ²² [to the ...] one who has been wronged, I re[q]uest if he is shown ²³ [... u]s, that [from th]e completed [... ²⁴ ...] investigation I may obtain what is rig[ht].
Valediction	²⁵ Farewell.

⁸ He is called a Cyrenean below (*BGU* 1249.3 [D10]) but that probably is the traditional designation of his military unit and does not indicate his real birthplace.

⁹ ἐν[τὸ]ς, but possibly ἐκ[τὸ]ς, "outside."

¹⁰ An unusual use of σταθμοῦχος, which elsewhere means not the billeted soldier but the proprietor of the lodging (O. Guéraud, *Enteuxeis* [Cairo, 1931], 37, *contra* Preisigke, *WB*).

¹¹ Symbol for "year."

¹² ἀνομί[αι] δέ [τ]ινι χρησάμενος, "using a certain lawlessness."

¹³ τὰ ἐφύπερα, a word found nowhere else.

¹⁴ Supplied at the suggestion of John Shelton.

¹⁵ Apparently Neoptolemos invoked assistance.

¹⁶ Restoring [κεχώρ]ισμαι, but Schubart also admits the possibility of restoring [φυγὴν πεποι]ήμαι, "I have [fled]."

¹⁷ Lacuna of indeterminate size.

¹⁸ Reading ἐπ[εὶ] δὲ. But "from the time when" if we read ἐξ[οὗ].

D9

BGU VI 1248 (P. Berlin 11306)

REPORT ON THE DELIVERY OF A SUMMONS

DATE: 29 December, 137 BCE¹
 SIZE: 27.3 cm wide by 11 cm high
 LINES: 10 (= 9, perpendicular to the fibers on the recto; 1-line address on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Asklepiades to Philinos
 OBJECT: Summons
 SCRIBE: Unknown

The complaint of Esoroeris in *BGU VI 1247 (D8)* seems to have provoked a counter-suit by his mother Isias/Sennesis and her Greek soldier husband Neoptolemos. This is a bipartite report by a court official, Asklepiades, to Philinos, the chief clerk of the circuit court of the Panopolite nome, which is currently sitting in Syene (*BGU VI 1249.1 (D10)*). In the first half of the letter he repeats the instructions he had received: 1. to deliver to the couple Esoroeris and Tagos a copy of the petition of Isias accusing them of bodily assault (*BGU VI 1249.4-7 (D10)*); 2. to summon the couple to appear in court within five days. Apparently, Isias, not her husband Neoptolemos, had filed the counter-suit against her son, their landlord. In the second half of the letter Asklepiades reports on his success in summoning both parties. The document was drawn up on Choiak 5; adding five days to this date gives us a clue to the restoration of the date in *BGU VI 1249.1 (D10)*.

RECTO

Internal Address ¹Asklepiades
 to Philinos, the bailiff² for the judges from the Panopolite (nome) and for allo[tted] ²places,³
 Salutation greetings.
 Recap You have written to us that we should take a copy of the petition s[ubmit]ted ³by Isias to give to the accused Esoroeris and Tagos and ³sum[mon] them ⁴to be present at the court in five days with, in addition, the ⁵documents ⁴relating to t[he] ⁵proceedings.
 Report And how we managed the summonses⁴ ⁶to Tagos in person, but to Esoroeris, (who was) away from home, through Eponychos the police official, [it would be]⁵ (too) lo[ng] ⁷to report.⁶

¹ See footnote 1 to *BGU VI 1247 (D7)*. Schubart's date was 148/7 BCE.

² τῶι εἰσάγοντι, a man who "brings someone before the judge"—Preisigke, *WB*.

³ Ptolemaic circuit judges. Compare 1 Sam. 7:16-17.

⁴ παρηγγελκότε[ς], lit., "having summoned."

⁵ Reading the supplement ἄν εἴη with Wilcken. It has been suggested "one can do without the verb altogether and restore simply μακ[ρόν] or μακ[ρότερον], 'too long'" (JS).

⁶ διασαφήσαι, lit. "make clear to." The odd phrasing was accounted for by John Shelton in some such way as this: Philinos had probably written at the end of his order to Asklepiades something like καὶ ὄν ἄν τρόπον οἰκονομεῖς διασάφησον ἡμῖν, "report to us how you manage it." Cf. e.g. the passages cited in *P. Ent.* p. 269. If that was not a routine part of the formula, it may have been produced by the complication that the couple were not together. Asklepiades then gives here his unorthodox reply with the chief points of bureaucratic interest, excusing himself from providing more detail.

Valediction

⁸Farewell.

Date

L⁷ 34, Choiak⁸ 5.

VERSO

External Address

⁹To Philinos.

⁷ Symbol for "year."

⁸ Here spelled Χοιάχ.

D10

BGU VI 1249 (P. Berlin 11309)

SETTLEMENT

DATE: 4 January, 136 BCE¹
 SIZE: 32.3 cm wide by 13.4 cm high
 LINES: 13, parallel to the fibers on the recto, perpendicular to the join; folded from right to left
 PLACE: Syene
 PARTIES: Isias daughter of Patepnebeus and her husband Neoptolemos son of Neoptolemos to Esaroeris son of Petoseiris
 WITNESSES: None
 NOTARY: Aristodemos

Here we have the conclusion of the counter-suit Isias, the wife of Neoptolemos, had filed against her son Esoroeris and his wife Tagos (BGU VI 1248 [D8]) with the circuit court of the Thebaid, which was based in Ptolemais of the Panopolite nome. By Choiak 5 the Egyptian couple had been officially notified of the counter-suit and summoned to appear in court within five days. It is thus possible to restore the date of this document as Choiak [1]1, six days later (but see footnote 1). On this date Isias acknowledges in the presence of the public notary (the *agoranomos*) that a substantial fine had been imposed on Esoroeris, here spelled Esaroeris (lines 7-8). She has settled her counter-suit (lines 4-6) and promises under penalty not to renew it (lines 8-12). The filial connection between Isias and Esoroeris is left unstated in the document and is known to us only through prosopographical investigation.²

RECTO

Date ¹[In the yea]r 34, Choiak [1]1,
 Place in Syene of the Thebaid,³
 Notary before Aristodemos (the) Notary Public,⁴
 Parties ²Isias,⁵ also (called) Sennesis, daughter of Patepnebeus, (woman of) Afonti⁶ with, as her guardian,⁷ her ³[hus]band Neop[to]lemos son of Neoptolemos, a Cyrenean, ⁴*taktomisthos*⁸ ³of the (regiment) of Ptolemy and his sons, ⁴to Esaroeris son of Petosiris, (man of) Afonti without pay,⁹

¹ "If Choiak [1]1 (and not [2]1) is right. The restoration assumes punctuality, which is not characteristic of the time. Even the *alpha* of the Choiak is doubtful (dotted)" — John C. Shelton, in a personal communication. For the year, see footnote 1 to BGU VI 1247 (D8). Schubart's date was 148/7 BCE.

² See introduction to BGU VI 1247 (D8).

³ The large province of southern Egypt, within which lay Elephantine and Syene.

⁴ ἀγορανόμος, a public notary. The word means a "clerk of the market" for the regulation of buying and selling but here as elsewhere, he may be serving in something of a juridical capacity (Rashke, in *Proceedings of the XIII International Congress of Papyrologists* [Marburg/Lahn, 1971] and P. W. Pestman in H. Machler and V. M. Strocka, eds., *Das Ptolemäische Ägypten* [Mainz, 1978]).

⁵ Known as a male name in the late fifth century (Xen. *Hell.* 2.3.10), Isias later came to be borne by females. The similarity of the name to the name of the goddess Isis made it readily available as a Greek counterpart to such a name as Sennesis (*Ti-šr.t-ist*, "The Daughter of Isis").

⁶ Her first husband, Petosiri, was designated *rmt fnṯ*, "man of Afonti" (P. Berlin 13593.2 [C33]), and all his sons and grandsons are designated *gl-šr*, Calasirian (see J. K. Winnicki, *Historia* 26 [1977], 265-6). Afonti is probably a fort near Syene (W. Spiegelberg, *AJP* 9 [1930], 59-60).

⁷ κύριος

⁸ A rank in the Ptolemaic army.

⁹ ἄμισθον. Being forty years old at this time, Esaroeris was perhaps retired from active duty or on leave.

Settlement	² [acknow]ldges ⁴ (that she) has settled with him and Tagos, ⁵ [his w]ife, about the petition (she) submitted against them in Y(ear) 34 to the ⁶ judges ⁵ in ⁶ [Pto]lemais of the Thebaid, of whom Philinos was bailiff, through which (she) accused them ⁷ [of] assault a[nd] bat[t]ery, which (offenses) she evaluated ¹⁰ (at) [b]ronze, two tale[n]ts, and silv[e]r, a ⁸ [hund]red ⁷ drachmas,
Waiver of Suit	⁸ and (that she) will not bring suit against them [f]or the afore[s]aid nor for ⁹ al[l] (matters) set forth [in t]he petition in any way.
Penalty	And if she ¹⁰ [or] some[one el]se on her behalf ⁹ contests (it), ¹⁰ let the suit be invalid for them and additionally let Isias compensate ¹¹ [Esaroeris and Tag]os (by) an ass[ess]ment of [bronze, f]iv[e t]alent[s and ¹² pu]re silver, [x] dr[achmas, ¹¹ h]oly to t[h]e kings,
Reaffirmation	¹² [apart from the a]fore[said ¹³ being] ¹² valid.
Notary	¹³ Tran[sacted by Aristodemos the Notary P]ublic.

¹⁰ It is not clear whether Esaroeris and Tagos actually paid this, or whether the named sum merely identifies the particular matter concerning which Isias may no longer pursue suit.

ROMAN TEXTS (D11-17)

D11

P. Stras. I 79 (Bibliothèque Nationale et Universitaire de Strasbourg P. gr. 2067)

SALE OF A SLAVE¹

DATE: 16/15 BCE²
 SIZE: 15 cm wide by 6 cm high
 LINES: 12, perpendicular to the fibers on the recto, parallel to the joins; folded from top to bottom, then again in thirds; left-hand third is lost
 PLACE: Syene
 PARTIES: Didymos son of Iason and Eirenaios
 WITNESSES: None
 NOTARY: None

Didymos son of Iason sells at auction to Eirenaios a dark-complexioned (possibly Nubian³) slave-girl⁴ for whom a custom's receipt has been issued at Syene. Should a defect be discovered regarding the slave-girl, the seller promises the buyer legal assistance. Should he fail to provide such, he will refund the purchase price plus damages.

RECTO

Date	¹ [In the fifteenth year of Caesar, Pharmouthi (<i>space</i>),
Place	in Syene of [th]e Thebaid,
Transfer	Didymos ² [son of Iason] ¹ sold
Object	² [.....] a little slave-girl, dark-skinned, [.....] or even (if) ³ [called] by some other name, ⁵ ...
Pedigree	au]ctioned in the aforementioned [ed year] 15 through auction-tax collectors ⁶ Solon ⁴ [.....] Kassios Akouila, cent(urion?)
Price	[.....] price ⁷ (being) ⁵ [.....] ⁴ drachmas in Ptolemaic silver ⁷ ⁵ [which also] Didymos the seller [has received] [... of? from?] Dionysios, sold ⁶ [ier] from Eirenaios who also has purchased through [he.....] auction-tax collectors

¹ Our appreciation is extended to Jean Straus for his many illuminating comments.

² This contract was drawn up fifteen years after the Roman conquest of Egypt.

³ Wars by Meroe supplied many Nubian slaves to the Roman world. Pertinently, Meroitic forces enslaved the inhabitants of Syene during a raid in 25 BCE, (Strabo 17.1.54, C820) a decade before the redaction of our document; see S. Burstein, *Graeco-Africana: Studies in the History of Greek Relations with Egypt and Nubia* (New Rochelle, 1955), 195-205. For blacks in the Roman world see F. Snowden, *Blacks in Antiquity* (Cambridge, Mass., 1970) and *Before Color Prejudice* (Cambridge, Mass., 1983).

⁴ On ancient slavery see the traditional studies of I. Biezunska-Malowist, *L'esclavage dans l'Égypte gréco-romaine* 2 vols. (Wrocław, 1974-77); modern views and bibliography in J. Straus, *Aufstieg und Niedergang der römischen Welt* II.10.1, 841-911).

⁵ A slave owner could change the name of the slave at will, but double names are also frequently found.

⁶ διὰ κομακτόρων : κομάκτωρ, Greek transcription of the Latin *coactor*, a term well attested for the official collecting payments in auction sales.

⁷ During the first years of Roman rule, from 30 BCE to 20 CE, Ptolemaic money remained legal tender in Egypt; for the next three centuries, until Diocletian abolished Egyptian provincial coinage in 296 CE, imperial coins were not allowed to circulate in Egypt (L.C. West and A.C. Johnson, *Currency in Roman and Byzantine Egypt* [Princeton, 1944], 1-12, 97; V.B. Shuman, *Classical Philology* 47 [1952], 214-218).

Warranty	⁷ [not liable to be rejecte]d except for a defect. ⁸ But if some defect arises, the seller will initiate legal action ⁹ ⁸ [..... or w]ill repay the price pure and simple ¹⁰ which he has received, and the damages and the costs, ⁹ [as? Eirenaios the] buyer [has requested]. ¹¹
Acknowledgment	Didymos son of Iason, the vendor, has acknowledged and unalte ¹⁰ [rably has delivered the re]ceipt ¹² of the imperial Syenian custom-house, in which her personal description is set ¹¹ [forth,
Investiture	and has acknowledged that] Eirenaios, the purchaser of the indicated little slave-girl, ¹² [... holds her and may use] ¹³ her in whatever way he may choos[e].

⁸ ἐπαφή. This is a warranty against hidden defects. ἐπαφή as a redhibitory defect might be interpreted either as a physical (medical) or a legal problem which could invalidate the sale. The first meaning is supported by the fact that, in slave documents, the word occurs in close connection with epilepsy (ἐπὶ νόσος). The legal sense would be "except for an external claim by a third party," and this interpretation is supported by the subsequent wording of the document, according to which it is the seller, not the buyer, who has to initiate legal action in case of legal challenge by a third party.

⁹ To clear the buyer's title.

¹⁰ "Pure and simple" = ἀπλῆν.

¹¹ J. Straus suggests that the beginning of line 9 should be taken closely with the rest of the line, and that we have here a kind of pseudo-stipulatio (cf. note on *P. Münch. 15+P. Lond. V 1855.14 [D20]*). In that case we should translate, "[Eirenaios the] buyer has put the formal question. Didymos son of Iason, the vendor, has acknowledged (it)" Straus admits that this formulation occurs only after 212 CE, with the introduction of the Constitutio Antoniniana in Egypt, citing J. Modrzejewski in *Proceedings of the Twelfth International Congress of Papyrology* (Toronto, 1970), 362, and (contrarily) E. Seidl in *Studi in onore di Gaetano Scherillo*, II (Milan, 1972), 627-633.

¹² σύμβολον. Preisigke suggested that the slave-girl was a Nubian who was cleared through customs in Syene.

¹³ Restoration of Preisigke.

D12

BGU XIV 2378 (P. Berlin 21690)

TAX RECEIPT

DATE: 8 September, 88 CE
 SIZE: 7.2 cm wide by 20.4 cm high
 LINES: 13 (= 10, perpendicular to the fibers on the recto; 3-line summary in demotic on verso perpendicular to the fibers); folded from bottom to top
 PLACE: Elephantine
 PARTIES: Platon, agent for Platon the Younger, to Pelaias son of Petenephotos
 OBJECT: 5 bronze talents and 2400 drachmas

Platon, agent for Platon the Younger, the *strategos*, acknowledges on the last day of the year receipt from the priest Pelaias of payment by the temple in Eilithyaspolis of tax for support of the *epistates*.

RECTO

Parties ¹Platon, ¹ agent for ²Platon the Yo(unger),
³to Pelaias² son of Pete<ne>photes,
 Salutation ⁴greet(ings).
 Receipt I have (received) ⁵from you for the ⁶purpose of the 29th (year) ⁷for the epistati-
 kon³ of t(he) ⁹temple ⁸in Eilithyaspolis⁴
⁹5 br(onze talents and) 2400 (drachmas).⁵
 Date ¹⁰(Year) 30, Mesore 30.

VERSO

Title ¹(the) second (document)⁶
 Date ²Mesore, day 30.
 Receipt ³The document (of) 'payment' which Platon son of Dionysio's¹ made ⁴for¹
 5 talents,⁷ 120 (deben),⁸ 'for the seed-grain'.⁹

¹ The demotic text on the verso gives his patronymic as *Tyns's'*, Dionysios.

² A certain Pelaias (= *Pi-mr-ih*, Pamerihet) son of Petenephotos appears as a correspondent in a fragmentary demotic letter from Elephantine (P. Berlin 23684), which, according to K.-Th. Zauzich, was found in the Elephantine excavation on the same day as this receipt — Brashear.

³ A tax established by the Ptolemies for the maintenance of the *epistates*, a resident fiscal comptroller of temples. Although the office seems to have been abolished in the Roman period, the tax continued to be collected (S.L. Wallace, *Taxation in Egypt* [Princeton, 1938], 252).

⁴ Modern El-Kab, this east bank town lay ca. 140 km north of Syene.

⁵ There were 6,000 drachmas in one talent.

⁶ Written upside down.

⁷ Demotic *krkr* = Aramaic כִּכְרָ (TAD A6.2:17 [B11]; 4.7:28 [B19], 4.8:27 [B20]).

⁸ 1 deben = 20 drachmas, so 120 deben = 2400 drachmas, the amount in the Greek text.

⁹ Translation by Cary Martin. The reading of the end of the line remains problematic.

D13

P. Wisc. I 14 (Inv. no. 21) = Pap. Lugd. Bat. XVI 14

DISTRIBUTION OF AN ESTATE

DATE: 16 June, 131 CE
 SIZE: 26.2 cm wide by 17.1 cm high
 LINES: 21, perpendicular to the fibers on the recto, parallel to the joins; lines at bottom on recto and endorsement on verso missing; folded from top to bottom
 PLACE: Syene
 PARTIES: Asklepias daughter of Dadas, Aimilios [...], and Kassianos Gemellos
 OBJECT: Residue of the estate of Valens
 WITNESSES: Missing
 SCRIBE: Missing

The Roman trooper Valens left an estate of considerable worth, out of which deductions were taken for repayment of certain outstanding debts, a grant to the deceased's orderly, a legacy for his Greek steward, and a legacy of 144 drachmas for his Greek widow (lines 2-10). The residue of the estate is now to be liquidated and divided into four parts among the widow Asklepias, represented by her Greek guardian, and two of the creditors: one share for Asklepias as her inheritance and to cover burial expenses; two shares for Aimilios the Roman trooper and one share for Kassianos the *curator* to cover the debts owed to them by Valens (lines 10-14). In the process of distribution, three contingencies are anticipated: reimbursement by the beneficiaries for expenses incurred by the steward or demands by a new creditor; an extra payment of 60 drachmas to Aimilios, should the proceeds exceed 460 drachmas; division of any excess over 460 into the four agreed parts among the three beneficiaries (lines 14-19). Each party received a copy of the agreement (line 19).¹

RECTO

Date ¹In year 15 of the Emperor Caesar Traja[n Hadri]an Augustus, on Pachons 21,
 Place in the garrison of Syene ²of the Thebaid,
 Parties [As]klepias daughter of Dadas with her guardian, Pindaros son of Harsy³nios, heiress of her own husban[d ...]ios Valens,² deceased trooper of Cohort 2 of ⁴Thracians from the Sq(uadron)³ Kartiliane and Aimil[ios...],⁴ he too] a trooper of the same cohort, being absent, (acting) through his representative,⁵ ⁵Ioulios Apollonarios, trooper, k(eeper) of weapons [of the] Gallic Wing,⁶ and Kassianos Gemellos, *curator* of the ⁶Sq(uadron) Kartiliane, creditors of the same Valens,
 Preamble having agreed among themselves concerning ⁷all the property of Valens found in the camp, collected for ⁸the same (end), and sold, on condition that, after deducting from it for

¹ Important improvements to the text and to our understanding of it: N. Lewis, *BASP* 4 (1967), 35; D. Hagedorn, *ZPE*, 1 (1967), 146-51; J.F. Gilliam, *BASP* 5 (1968), 93-8.

² Spelled Ουάλενας.

³ το(ύρμης) = Latin *turma*. The squadron is temporarily named for its "last decurion, named Cartilius, [who] had not yet been replaced" (J.F. Gilliam, *BASP* 5 (1968), 94.

⁴ In this gap a cognomen would have been written (D. Hagedorn, *ZPE* 1 [1967], 146).

⁵ διὰ φροντιστοῦ

⁶ εἰ[λ]ησ Γα(λλικῆς). This reading is very uncertain.

Deductions	the orderly, ⁷ and the legacy ⁹ to Pamonios, his steward, and the hundred for ¹⁰ ty-four drachmas ⁹ Asklepias already had previously and independently,
Distribution	² they acknowledge that ¹⁰ from the residue remaining [eac]h ⁸ will receive: Asklepias, one share on account of her in[herit]ance and for the burial of the body of Valens; ¹² Aimilios for what is d[u]e h[im], two share[s]; Kassianos the remaining one- ¹³ fourth ¹² share, ¹³ for what is due him also.
Contingency I	[I]f some other creditor comes forward, ⁹ or if [P]amon[ios], his stew ¹⁴ ard, will have to invade ¹⁰ the legacy, [th]e th[ree] ¹¹ will give (it) back in proportion to what each has received. ¹²
Contingency II	If ¹⁵ the (property) to be divided exceeds ¹³ [four hun]dred sixty dra[chmas, the] ¹⁴ four hund ¹⁶ [red] wi[l]l (remain) according to the terms of the aforesai[d agreement], but sixty ¹⁵ (drachmas), as ¹⁶ an extra (amount), ¹⁷ will go to Aimilios.
Contingency III	I[f] there is even more than sixty, it will be in addition to ¹⁸ the same four shares as they have received, ¹⁷ (proportionately) for the three (beneficiaries).
Receipt	¹⁸ The canceled loan-contracts will be given to Askle ¹⁹ pias.
Copies	Written in triplicate a[nd] e[ach has receiv]ed [one].
Acknowledgment	(2 nd hand) I, Asklepias daughter of Dadas, have agre[ed to the aforemen]tion[and have received] one [sh]are of the inheritance, and I shall perform ²¹ the burial of the body of Valens ...

⁷ τοῦ φωκαρίου could also mean "concubine" (J. F. Gilliam, *BASP* 5 [1968], 96-7).

⁸ Restoring ἕκαστ]ον with Hagedorn and Lewis (above, note 1), instead of the editor's ληγᾶτ]ον.

⁹ Reading εἰάν δέ] τις ἕτερος δανιστής ἐπέλθῃ with D. Hagedorn, *ZPE* 1 (1967) 149.

¹⁰ βιάσῃται. I.e., if he should have to "violate" or break into his legacy in order to clear up other outstanding debts or pay unforeseen expenses.

¹¹ Reading [ο]ἱ τ[ρεῖς] with D. Hagedorn, *ZPE* 1 (1967) 149.

¹² They will reimburse him for his loss in proportion to their own shares.

¹³ ὑπερβάλλωσιν ... πλείον, "exceeds more (than)." The Greek is pleonastic.

¹⁴ Reading δρα[χμῶν τετρα]κοσίων ἐξήκοντα, [αἱ] μὲν τετρα[κόσι]αι with J. Bingen, *CdÉ* 42 (1967), 417.

¹⁵ αἱ ἐξήκοντα, "the sixty." Though qualified by the definite article, this is a new sum hitherto unmentioned.

¹⁶ Reading κατ' with D. Hagedorn, *ZPE* 1 (1967), 149 and N. Lewis, *BASP* 4 (1967), 35 instead of καί.

D14

P. Paris 17 (Bibliothèque Nationale Supplément grec 716)

PURCHASE OF ROOM SHARES

DATE: 25 April and 13 September, 153 CE
 SIZE: 30 cm wide by 20 cm high
 LINES: 25, perpendicular to the fibers on the recto
 PLACE: Elephantine
 PARTIES: Paris son of Paris to Thinsenpos daughter of Sarapammon
 OBJECT: Half share of two rooms
 WITNESSES: None
 NOTARY: Rufillus Niger

In a contract drawn up before a Notary Public (*agoranomos*) bearing the Roman name Rufillus Niger, Paris son of Paris sells his half-share of two rooms on 25 April to Thinsenpos for a 28 drachma note and declares himself to be "previous seller and warrantor" (line 14). In a first person Acknowledgment he affirms the sale, receipt of payment, and warranty and brings a signatory (lines 16-19). Unlike the Byzantine contracts which are called sale documents, this one is called a document of purchase (lines 14 and 17). A certification at the end of the document by a pair of tax farmers affirms payment on 13 September of a transfer tax of unspecified amount.

Re-edited and translated into Latin in K. G. Bruns, *Fontes Iuris Romani Antiqui*, seventh edition by O. Gradenwitz (Tübingen, 1909), No. 161.

RECTO

Date 1 ¹[In y(ear) 16 of the Emp]eror Caesar Titus Aelius Hadrian Antoninus Augustus Pius, on Pharmouthi 30,
 Place ²[in Syene of the Th]ebaid, in the nome Around-Elephantine,
 Notary in the presence of Rufillus Niger, Notary Public,
 Seller ³[Paris son of Paris], (his) mother (being) Tanapotis, of those from Elephantine, the nome capital,¹ heir,² ⁴[...] of his own deceased father Paris, about (?) 23, of medium (height), with fair s(kin), with a scar ⁵[...],
 Transfer ²sold
 Object ⁵[t]he half share belonging to him of two roof[ms],³
 Location being in the middle of the district of Elephantine, ⁶[on the street]⁴ of P(?)aermon,
 Pedigree corresponding to his (inheritance) division cited in a note⁵ (and) mad⁷[e in the present] month of Pharmouthi.⁶
 Boundaries The boundaries of the whole house (are):
 on the south a house of Tachomta (daughter) of Hermon;
 on the north ⁸[...]libos, a place called Phankalaptis;
 on the east a house of Petorzmethos son of Zmen⁹[...],

¹ μητροπόλεως. Only here in all our documents is this designation applied to Elephantine.

² He recently came into an inheritance. See further footnote to line 7.

³ κε[λ]ών]. See Husson, *OIKIA*, 136-142.

⁴ Or quarter.

⁵ τῆ ἐπενεχθείση αὐτοῦ κατὰ χειρόγραφον διατρέσει. These terms for inheritance division and document occur only here in all our texts.

⁶ Earlier in the month of Pharmouthi a document was drawn up ratifying an estate division which assigned a half-share of two rooms to Paris.

	or] whatever may be the boundaries everywhere [in] their [li]mits, as the vendor proclaimed,
Price	for which ¹⁰ [the buyer paid] the agreed-upon price, sil(ver), imperial ⁷ coinage, ¹¹ [twenty-eight] ¹⁰ drachmas, ¹¹ 28, which he has also received in full from the buyer from (hand to) hand, out of (her) cashbox. ⁸
Buyer	Thinsen ¹² [pos daughter of Sarapamm]on, (her) mother (being) Thinsenpos, (all) from the same Elephantine, with (her) guardian ¹³ [...] her own brother Pachnoumis son of Sarapamm, by her father, from the same ¹⁴ [Elephantin]e,
Purchase	¹¹ bought (it).
Warranty	¹⁴ The previous seller ⁹ and warrantor of everything concerning this document of purchase ¹⁰ is Paris, ¹⁵ [the afore(mentioned), the ve]ndor, ¹⁵ whom Thinsenpos daughter of Sarapamm, the buyer, has accepted,
Document Transfer	to whom he has also de ¹⁶ [liv]ered the division drawn up in a note. ==
Acknowledgment I	(2 nd hand) I, Paris son of Paris, (my) mother (being) Tanapotis, from Elephantine, ¹⁷ [the a]foresaid, have had drawn up the aforementioned document of purchase of a half share of rooms belonging to me, being two, in the center of Ele ¹⁸ [phan]tine, and I receive in full the price, the [tw]enty-eight drach(mas) of silver, from (hand to) hand, out of (your) cashbox and I will warrant (it) as aforementioned.
Signatory I ¹¹	I, Kointos Kinkios, ¹² wrote for ¹⁹ him since [h]e is not literate. ¹³ Y(ear) 16 of Emperor Caesar Titus Aelius Hadrian Antoninus Augustus Pius, Pharmouthi 30. ==
Acknowledgment II	(3 rd hand) I, Thinzmempos daughter of Sara ²⁰ [pi]on, (my) mother (being) Thinzmempos, the aforesaid, with (my) guardian, my brother born of the same father, Pachnoubis son of Sarapam ²¹ [mo]n have bought as aforementioned.
Signatory II	I, Sokrates son of Ammonios wrote on her behalf at her request because ²² she ²¹ is not ²² literate. ==
Tax Collectors	(4 th hand) Hermogenes son of Caecilius, tax-farmer of payments in kind, sales, and things subject to the Royal Secretariat. ¹⁴ ²³ [an]d Ammonios son of Sokrates, heir of his deceased father, who became my partner, ²⁴ to [Th]insempos daughter of Serapion,
Salutation	gr(eetings).

⁷ Σεβαστῶν, Augustan.

⁸ ἐξ οἴκου, "out of (her) house," that is, by direct payment in cash, not by a banker's order.

⁹ "The term προπωλητής suggests that originally the guarantor of the sale was the person who sold to the vendor" (F. Pringsheim, *The Greek Law of Sale*, 439-41). This is in contrast to the older interpretation of the word as "broker" or "agent" found in Preisigke, *WB* and *LSJ*.

¹⁰ For ὄνη with the meaning "document of purchase" see *P. Münch.* 13.27 (D47) and 16.13 (D21).

¹¹ It was standard procedure in Greek documents for the parties to sign either by themselves or through a signatory, as opposed to the Aramaic documents (for an exception cf. *TAD B2.7:17-18* [B29]).

¹² Quintus Cincius.

¹³ H.C. Youtie has several articles relating to illiteracy in *Scriptunculae Posteriores* (Bonn, 1991).

¹⁴ βασιλική γραμματεία.

Tax
Date II

We have gotten from you the tax¹⁵ due on the aforementioned purchase.
Y(ear) 17²⁵ of [Em]peror Caesar Titus Aelius Hadrian Antoninus Augustus Pius,
Thoth 16.
(5th hand) I, Apollonis, have agreed.

¹⁵ The exhaustive survey by S. L. Wallace, *Taxation in Egypt* (Princeton, 1938) yields meager evidence for tax farming of property transfer tax during the Roman period, and his survey of the many tax receipts from Elephantine/Syene on ostraca gives no indication of such a levy (pp. 297-300, 315). Payment of such a tax, however, was standard and regularly recorded at the bottom of a contract drawn up before a notary (Pestman, 93).

D15

SB VI 9227 + 9228 (P. Clermont-Ganneau 1, Académie des Inscriptions)¹

VERIFICATION

DATE: After 160 CE
 SIZE: 23 cm wide by 23 cm high
 LINES: 35 (= 9, perpendicular to the fibers on the upper left half, parallel to the joins [section a]; 26, parallel to the fibers on the right half, perpendicular to the joins [section b])
 PLACE: Syene
 PARTIES: Markos Antonios Pastor and his son Ammonianos, residents of Syene

Markos Antonios Pastor received his honorable discharge from the army on 28 December, 154 (line 21). His son was born five years later, in 159 (line 25), and he presented himself and passed the examination to verify his status (the ἐπίκρισις)² the next year, assuring at the same time the status of his son. This document is an unofficial extract of the relevant lines of the verification, made at some unknown later date, with an official note attached, attesting to its validity.

The three texts on this piece came to us in two fragments, folded, the first in three, the second in four, in the direction of the height. The whole is divided in two columns. On the upper half of the left side is SB VI 9227, designated (a), which seems to have been attached as a guarantee of authenticity of the extract of verification on the right half, SB VI 9228, designated (b). It is evident that the left half of the total sheet was glued, after the writing of (a), SB VI 9227, to the right half. At some point during the third century the blank space below (a) was used to write a draft of a private letter, but this is too incoherent to translate.

a

RECTO

¹(Extract) from the rol[1] of verifications of Titos Phouri[os] ²Viktorinos, former Prefect, ³[bearing the] label: Verifications of Phourios ⁴Vikt[o]rinos, former Prefect ⁵through Septimious Preiskos, Prefect of the ⁶Alexandrian Augustan Fleet, ⁷from Mecheir 24 to Phamenoth ⁸25 of the [23rd] (year) of god Aelius Anto[n(inus)], ⁹in se[ss]ion.

Roll 1.

b

¹Copy

²(Extract) from the roll of verifications of Titos Phourio[s] Viktorinos, former] ³Prefect, the title [of which] (is above):

the [veterans] below set [forth, having served ⁴i]n and cohorts, having received [Roman citizenship and the right to ⁵ma]rry the women whom they were keeping when the citizenship was granted to them,

or, if any ⁶were [un]married, (the right to marry those) whomever they may meet between (now and then), up to one (woman) for each (man)

— and similarly ⁷also (for) Romans and freedmen and [slaves and others —

¹ First published by A. Bataille, *JJP* 4 (1950), 327-339.

² An ἐπίκρισις was an official examination to verify the credentials of an individual claiming one of a variety of privileges, e.g., reduction of the poll-tax or admission to the privileged gymnasium class. See Pestman, 151-2 on *P. Oxy.* XII 1452 and C.A. Nelson, *Status Declarations in Roman Egypt* (Amsterdam, 1979). "The wording of this document closely follows the wording of military diplomata in *Corpus Inscriptionum Latinarum*"—D. Delia in a personal communication.

were present ⁸at the verification of Titos Phourios Vik[toreinos, Prefect of Egypt,
 Date of Verification from Mecheir 24 till Phamenoth 25 [of the present 23rd (year) ¹⁰of Emperor
 Caesar Titos Aelius Ha[drian Antoninus Augustus] ¹¹Pius.³
 The credentials which they [pre]sented to Septemios Preis[kos, Prefect ¹²of the
 Al]exandrian Augustan Fleet, [are placed next to] each [name, beside which] ¹³the
 same Septemios Preis[kos] has presented [the identity paper of each (man)],
¹⁴because the most illustrious Prefe[ct] has (so) ordered.
¹⁵It is the first roll of two rolls, a[fter (*x number*) other sheets] ¹⁶of Syene.
 Markos Antonios Pasto[r, wishing to reside] ¹⁷at present in Syene, (*no
 space*) years (of age),
 Mark[os Valerios Antonios] ¹⁸Ammonianos, his son, (*no space*) years (of
 age).
 [The same Pastor] has displ[ayed] ¹⁹a bronze certificate, a co[py] of a bronze
 stele, [on which it is set forth] ²⁰that he has performed military service and has been
 honorably dis[charged on] ²¹the fifth day before the kalends of January, Gaios
 Ioul[ios and Titos Iounios, the Severi, being consuls,⁴ from Augustan Pretor[ian]
 Cohort I [of Lusitanians, whose Prefect is] ²³Kointos Ailios⁵ Pudentillos, [...] of
 horse [... provided?] ²⁴for Pastor, formerly of the ca[mp] (*space*) and his son, a
 document of p[ublic acknowledgment, in the ²⁵22nd (year), (*space*) by means of
 which Pastor, being absent, [wrote? here]²⁶in ²⁵through wi[tnesses?] ²⁶that Valerios
 [Ammonianos] was his son.

³ 18 February to 20 March, 160.

⁴ I.e., 28 December, 154.

⁵ "Ἄλλιος.

D16

BGU XIV 2418 (P. Berlin 21738)

LETTER

DATE: Late 2nd century CE
 SIZE: 10.5 cm wide by 18.7 cm high
 LINES: 20, perpendicular to the fibers on the recto, parallel to the join¹
 PLACE: Elephantine²
 PARTIES: Lost

The writer expresses his pleasure that the recipient, his "brother," has experienced a favorable encounter with the god Samanouphis³ and the governor of the nome. He urges his brother to take care of himself and look after some five different persons, all bearing Egyptian names, and assures him that the writer and other members of his family are doing well.

RECTO

Internal Address [PN to PN], ¹his broth[er,
 Salutation (sends greetings) ²and [(hopes that he) prospers] and fares well.
 Report I ³When we [read (the) ²let]³ter [...] ⁴of the [...] ⁵of the (news?) about [your?]⁴
 encoun⁶ter with the greatest god ⁷Samanouphis and his ⁸kin,⁵ ⁹we ⁸greatly rejoiced,
⁹and ¹⁰we ⁹returned thanks ¹⁰to the gods here.
 Instruction I ¹¹You would most of all bestow (a favor on us) ¹²by taking care for your life ¹³in
 order that we may embrace a healthy you.
 Report II ¹⁵All ¹⁴in the family ¹⁵and those with us ¹⁴are faring well.
 Instruction II ¹⁶Watch over Petenephotes ¹⁷and Totoes and Psenimuthes ¹⁸and Paon and
 Onnophris ¹⁹and the rest.⁶
 Valediction Farewell.⁷
 Date (In the year) 8, Pachons 21.⁸

¹ Communication of William Brashear.

² The Petenephotes of line 18 may be in the same family as the Petenephotes of BGU XIV 2378 (D12), which was found at the same time in Elephantine.

³ Until the publication of this papyrus, the god Samanouphis was known only from a single inscription. Brashear cites J. Quaegebeur, who would associate him with *Šm-nfr*, the crocodile god in Esna.

⁴ If this supplement is not correct, then the encounter with the god and his "kin" may have been someone else's.

⁵ "Kin" (of the god Samanouphis) seems to be a flattering title for the *strategos*, the governor of the nome. Cf. L. Mooren, *La hiérarchie de cour ptolémaïque* (Louvain, 1977), 97-8.

⁶ Hieratic and Aramaic letters issued instructions to look after enumerated persons, particularly children, see *P. Turin* 1972.12 (A7); *P. Bibliothèque Nationale* 196.III.8 (A9) and on *TAD* A2.3:11 (B3).

⁷ ἔπρωσο, lit., "be strong," a common closing for letters.

⁸ Unlike contracts, where the date came at the beginning, in letters it came at the end; cf. the demotic letters beginning with the earliest (*P. Berlin* 13540.9 [C1]) in 492 BCE and ending with the latest 500 years later (*P. Berlin* 15518.14 [C23]) and the Aramaic letters (see on *TAD* A3:13 [B8]). Letters were considered ephemeral and it was therefore unnecessary to add the name of the emperor to the year. Contracts, on the other hand, were intended to last beyond the life of an individual emperor, and thus it was important to include his name.

D17

SB VI 9230 (P. Clermont-Ganneau 2, Académie des Inscriptions)¹

LETTER

DATE: Late 3rd century CE
 SIZE: 10.5 cm wide by 15 cm high
 LINES: 28 (= 22, parallel to the fibers on the recto, perpendicular to the joins; 6-line postscript on verso parallel to the fibers); folded in half, then in thirds
 PLACE: Syene?
 PARTIES: Dioskoros to Ammonas

The foreman of a group of public workmen, Dioskoros, sends a collective letter, in his own name and in the name of the quarrymen and the smiths to Ammonas foreman and provisioner, asking him to recognize that they work with all zeal and complaining that their reprovisioning is not as well organized as it ought to be.

RECTO

Internal Address ¹Dioskoros, foreman, and the quarry²men and blacksmiths with him, to Ammonas, foreman ³and provisioner,²

Salutation greetings.

Report ⁴We want you to know that most recently ⁵we have worked³ with all our streng⁶th, as we declared to you before, ⁷and now we declare to you that we have remov⁸ed one other stone on the ⁹road of the stairway of (the) Maiden,⁴ ¹⁰and j[ust no]w passing bey¹¹ond ¹⁰the garbage dump. ¹¹[...]

Complaint You have handed over to Syros ¹²up [...] remove ¹³[...] until Pharmouthi 4 ¹⁴after [...] we are sitting down ¹⁵b[ecause] we [g]ave to those⁵ who have been relieved of ¹⁶duty [...] in the hands and the ¹⁷soldier not having come up to us ¹⁸a whole [...] kettle from Dios, ¹⁹being [...] the payment of the ²⁰provisions [...]. having been left ²¹[...] we have shown you ²²[...].

Welfare (We) pray that you are well.

VERS

Postscript ²³You (plural) will do well, as we have declar[ed] to you (plural) even before this ²⁴about olive oil and grain, to provide for us as [...]. ²⁵And you (plural) should not hand over a little oil to Herminos nor to Moros the [quarry]²⁶man, nor grain to [...]. ²⁷Send (plural) to Longinos [...] ²⁸two artabas⁶ of [...].

External Address To Ammonas, fore(man) and p(r)ov(isioner)⁷ Χ of quarrymen.

¹ First published by A. Bataille, *Aegyptus* 31 (1951), 206-211.

² Latin *cibariator* is "effectively" (Bataille) a military title.

³ It is unknown which of the two quarries, south of Syene, ca. 3 kilometers apart, is meant here.

⁴ A "mysterious" expression (Bataille), possibly referring to a local event or to a local goddess.

⁵ Transcription of the Latin *causarii*.

⁶ One artaba = ca. 40 liters. One could live on ca. 10 artabas of wheat a year.

⁷ The seal of Ammonas is placed immediately before the "χ", which is a space filler.

BYZANTINE TEXTS (D18-52)

D18

P. Edmonstone¹ PLATE 9

MANUMISSION

DATE: 12 January, 355 CE²
 SIZE: 53 cm wide by 24.5 cm high
 LINES: 24, parallel to the fibers on the recto, perpendicular to the joins; folded horizontally
 PLACE: Elephantine
 PARTIES: Aur. Terouterou daughter of Pasmes and Tsenepachnoumis and Aur. Dorotheos son of Serenos to Aur. Sarapammon son of Tapamon (mother), Tkales daughter of Thaesis (mother), and her daughter Aur. Lousias
 WITNESSES: 5
 NOTARY: None

Aur. Terouterou, acting through her husband, Aur. Dorotheos, as guardian, emancipates, with specific reference to freedom of movement, her inherited share of the slave family, Aur. Sarapammon, Tkales, and her daughter Aur. Lousias, not in return for any monetary compensation, but simply as an act of piety in exchange for their affectionate service. The status of other ownership shares, if any, is not stated. Although Terouterou and her parents have Egyptian names, and her husband and his father have Greek and Latin names respectively, she modifies the pagan emancipation formulary (from "Zeus, Earth, and Helios" to "earth and sky") and invokes the "all-merciful God," an epithet that becomes well known in later Christian epistolary documents. She forestalls any possible challenge on the part of her heirs to her "act of piety," though imposing no penalty for attempted violation. On the basis of the civilian status designation Aurelius borne by all the parties and the witnesses, we infer that they were not part of the military establishment.

RECTO

Date ¹(In the year) [afte]r the consul[sh]ip of our masters Constantius, Augustus for the 7th time and Constantius, the most illustrious Caesar for the 3rd time, ²Tybi 17, in the 13th indiction,
 Place in the city of Elephantin(e) of the Upper Thebaid,³
 Parties ³Aurelia Terouterou daughter of Pasmes, (her) mother (being) Tsenepachnoumis from the city of Elephantine,
 with ⁴her husband Aurelius Dorotheos son of Serenos from the same city ³acting with (her) ⁴as her guardian,
 to Aurelius Sarapammon, ⁵(his) mother (being) Tapamon
 and to Tkales whose mother (is) Thaesis
 and to the daughter of this (woman), Aurelia Lousias,
 (all three) bor[n]⁴ ⁶my slave(s), by reason of the share falling to (me),⁵

¹ Published originally by E. Curtius, *Anecdota Delphica* (Berlin, 1843), App. I. Also published elsewhere, including *P. Oxy.* IV, pp. 202-3.

² For the date and bibliography see R. S. Bagnall and K. A. Worp, *BASP* 15 (1978), 235-6, whose corrected reading of the first line we follow.

³ For this designation, later a separate province, see *P. Leid.* Z.4 (D19).

⁴ Does this mean that the parents were born to slaves inherited by Terouterou from her mother?

⁵ By inheritance from her mother. See line 7. The identity and number of other shareholders are not indicated.

Salutation	greetings.
Manumission I	I acknowledge freely and in a self-chosen way and ⁷ unalterably that — the share falling to me ⁶ (and) having come to me from a legacy of my mother — (I) have released you as free (persons) ⁷ under ⁸ earth and sky, ⁹ in accordance with piety ⁸ toward t[h]e all-merciful God, ¹⁰ from now for all time, ⁹ and in return for the good will and affection and, moreover, for service that you have shown to me over time.
Investiture	Therefore, you (may) turn ¹⁰ and dwell in whatever places you wish, in accordance with my aforementioned share as I said, without let ¹¹ or constraint. ¹¹
Manumission II	For I, the manumitting woman, agree ¹² and am convinced ¹³ by the manumitted people to come ¹⁴ to ¹² this manumission (for) the manumitted people, as cited above, and (for) those ¹³ to be (born) ¹² from them, ¹³ whether female children or other descendants.
Waiver of Suit ¹⁵	¹⁴ And it will ¹⁵ positively ¹⁴ not be permitted ¹⁶ to any of ¹⁵ my heirs to argue against me in this act of piety about anything, in any way, ¹⁶ on any pretext ¹⁷ in

⁶ Terouterou is releasing the slaves only insofar as concerns the share that she owned (see also line 10). There is no indication whether the slaves have yet been released by any other shareowner(s). For a similar manumission in part see *P. Oxy.* IV 722.

⁷ ἀφικέναι ὑμᾶς ἐλευθέρους. Compare the identical Aramaic formulation ܐܬܟܝܢܝܢ ܘܢܝܢܝܢ (TAD B3.6:4 [B39]).

⁸ ὑπό, probably with the meaning of "subject only to ..." as in LXX Prov. 6:7. B. P. Grenfell and A. S. Hunt rendered ὑπό in *P. Oxy.* IV 722.6 "under sanction of ..."

⁹ Earlier pagan manumission documents released the slave under sanction of "Zeus, Earth, and Sun (Helios)" (*P. Oxy.* I 49.8 [100 CE], III 494.5-6 [156 CE], IV 722.6 [91 or 107 CE]). It is striking that our document omits reference to pagan Zeus and Helios and brings instead Earth. An Aramaic manumission document released the slave "from the shade to the sun ... (and) to the God" (TAD B3.6:9-10 [B39]).

¹⁰ On the basis of the files on PHI CD-ROM, this is the earliest dated occurrence of a term for deity which becomes standard in the opening epistolary greeting "I pray by the all-merciful God that you are healthy" (*P. Lond.* VI 103.3; *P. Oxy.* XLVIII 3421.4, LVI 3864.5, 3865.7; *P. Ross. Georg.* III 10.4; *P. Wash. Univ.* II 108.1; cf. *SB X* 10522.12).

¹¹ ἀκωλύτως καὶ ἀνεπιλήμπτως. The first half of this pair occurs regularly in the Investiture clause as the first element of a Byzantine pair ἀκωλύτως καὶ ἀνεμποδίστως, "without let or hindrance" (*P. Münch.* 15.7 [D20], 16.31 [D21]; *P. Lond.* V 1722.39 [D22]; *P. Münch.* 8.22-3 [D23]; *P. Lond.* V 1734.7 [D25]; *P. Münch.* 4.31 [D34], 9.76 [D40], 11.50-1 [D45], 12.40 [D46]; *P. Lond.* V 1733.55 [D49]).

¹² εὐδοκεῖν, also in *P. Münch.* 13.37 [D47].

¹³ πείθεσθαι, frequent particularly in the opening Parties or Transfer and concluding Acknowledgment clauses (*P. Münch.* 8.10 and 37 [D23]; *P. Lond.* V 1720.16 [D24], *P. Münch.* 1.6 and 56 [D29]; *P. Lond.* V 1724.12 [D32]; *P. Münch.* 7.7 and 87 [D36]; *P. Lond.* V 1727.22 [D38]; *P. Münch.* 9.14 [D40], 11.9 [D45], 12.6 [D46]; *P. Lond.* V 1733.11 [D49], 1735.2 [D50]).

¹⁴ ἦκειν, here and in line 17 in the sense of entering into a legal action as in the statement, "I have come to this written acknowledgment" (*P. Lond.* V 1730.16 [D41]). For Aramaic ܠܘܢܝܢ, "came," introducing a legal transaction, see on TAD B2.1:3 (B23).

¹⁵ The Waiver clause consists of a compound sentence with a causal clause, starting with "because," which specifies the consideration, usually monetary, received by the alienor for undertaking the transaction (*P. Münch.* 15.8-10 [D20], 16.33-36 [D21], 9.76-84 [D40], *P. Lond.* V 1724.56-9 [D32], *P. Münch.* 1.37-43 [D29], *P. Lond.* V 1734.7-12 [D25], *P. Münch.* 13.51-57 [D47], *P. Münch.* 14.67-73 [D48], *P. Lond.* V 1733.55-9 [D49]). Here the consideration is not monetary but simply the past "good will and tender affection of the manumittees toward the manumittor.

¹⁶ ἔξεσται *P. Münch.* 9.76 [D30], *P. Lond.* V 1728.15 [D39], and 1729.41 [D37].

¹⁷ κατὰ μηδένα τρόπον ἐκ μηδεμιᾶς ἀφορμῆς, a common expression in Byzantine Waiver clauses, where it is usually expanded by additional phrases, e.g., "on any occasion" (*P. Münch.* 15.9 [D20], 16.35 [D21], *P. Lond.* V 1722.40-1 [D22], *P. Münch.* 8.27-8 [D23], 1.41 [D29], 9.82 [D40], *P. Lond.* V 1730.20-1 [D41], 1731.22-3 [D42], *P. Münch.* 12.41-2 [D46], 13.55 [D47], 14.67 [D48], *P. Lond.* V 1733.57 [D49]).

	general, ¹⁸ because of the good will and tender affection they themselves over time have shown me,
Validity	¹⁷ And I myself, requiting the requital, ¹⁹ willingly and convinced, have come ²⁰ to this manumission which ¹⁸ I have contracted as valid and warranted wherever it is produced, ²¹ singly written, ²² over ²³ the ¹⁹ very ¹⁸ signature of my ¹⁹ husband ¹⁸ Doro ¹⁹ theos, for your eternal security.
Acknowledgment	And having been questioned, I have expressed acknowledgment. ²⁰ (2 nd hand) I, Aurelia Terouterou daughter of Pasmes, the aforementioned, have contracted the manumission and I agree with everything written herein ²¹ as aforementioned.
Signatory	I, Aurelius Dorotheos son of Serenos, the aforesaid, her husband, acted with my wife and wrote ²² on her behalf, since she is not literate.
Witnesses	(3 rd hand) I, Aurelius Tinsaeis son of Ammonas, bear witness. (4 th hand) I, Aurelius Ammonios son of ²³ Sokrates, bear witness. (5 th hand) I, Aurelius Phitousias son of Antonios, bear witness. (6 th hand) I, Aurelius Kyrillos son of Paesias, bear witness. ²⁴ (7 th hand) I, Aurelius Timotheos son of Apollonios, formerly of the Chiefs ²⁴ of Elephantine, bear witness.

¹⁸ καθόλου, alternately, but less likely, the adverb could modify the following phrase, when it would be translated "entirely because."

¹⁹ ἀμοιβόμενος (scribal error for ἀμειβομένη) τὰς ἀμοιβάς, that is, rewarding the slaves with freedom in exchange for their "good will and tender affection."

²⁰ Only here and in a single early Byzantine document from our collection does the Validity clause open with the statement "I have come willingly and convinced to ..." (*P. Münch.* 8.37 [D23], where the verb is ἐλήλυθα and not, as here, ἦκον). Only here in all our documents is the Validity clause enhanced by a causal clause supplying the motivation.

²¹ This phrase in the form "valid ... wherever it is brought forward" is standard in the Validity clause in expanded form after 577 CE (*P. Münch.* 1.51 [D29]; *P. Lond.* V 1723.20 [D30], 1724.64 [D32]; *P. Münch.* 3.8 [D33]; *P. Lond.* V 1729.42 [D37], 1727.60 [D38]; *P. Münch.* 9.88 [D40]; *P. Lond.* V 1730.24 [D41], 1731.34 [D42]; *P. Münch.* 10.17 [D43], 11.65 [D45], 12.49 [D46], 13.66 [D47]; 1733.66 [D49], 1736.18 [D51], 1737.19 [D52]).

²² I.e., without duplicate.

²³ ἐφ' continuing into the early Byzantine documents (*P. Münch.* 15.13 [D19], 16.39 [D20], *P. Lond.* V 1722.46 [D22], *P. Münch.* 8.38 [D23], as opposed to the later μεθ', first attested in *P. Lond.* V 1734.13 [D25], in ca. 550 CE. For this distinction as a chronological marker, see J. J. Farber and B. Porten, *BASP* 23 (1986), 88.

²⁴ προεστῶτων, a title unknown to us.

D19

P. Leid. Z (= P. Leid. I 420 [inv. AMS 5])

PETITION

DATE: 425-450 CE
 SIZE: 75.5 cm wide by 30 cm high
 LINES: 16, parallel to the fibers on the recto, perpendicular to the joins; folded horizontally
 PLACE: Syene
 OBJECT: Attacks by Blemmyes and Nobadae
 PARTIES: Bishop Appion to Emperors Theodosius and Valentinianus

This piece is the second half of a reply (*adnotatio*)¹ by the emperor Theodosius II to a petition² by Bishop Appion. The document has two columns. A single unintelligible line at the top of the first column followed by an autograph salutation of Theodosius is all that remains of the emperor's reply. The second column contains a chancellery copy of the bishop's letter, which had been appended to the reply and was headed by a Latin title. Presumably the reply would have been sent to the Duke of the Thebaid, as requested, and then made its way down to Syene, or else our document is a copy of the reply, autograph and all, for the bishop's information.

Known only from this document, Appion, identifying himself as the bishop of the legion of Syene, of Contra Syene, and of Elephantine, complains of the failure of the army to protect church property and refugees seeking safety from the incursions of the pagan Blemmyes and Nobadae. Even though the extent and nature of the damage being caused is not spelled out, Appion's request is quite explicit: the emperor should direct the soldiers to protect the churches and obey Appion's orders, just as the soldiers at neighboring Philae are being put at the service of its churches. Unfortunately we do not know what reply the emperor made, but there is no intimation from the documents of the Patermouthis archive that the army was subject to the church.

RECTO

Salutation ^{1a}[...] we desire that you be well.³
 Title ^{1b}Copy of Petition.⁴
 Address ²To the [m]asters of land and sea and every na[tion] of humankind,⁵
 Theodosius⁶ and Valentinianus,⁷ the [e]ternal Augu[stans],
 ³petition and supplication
 Complainant fro[m] Appion, bishop of the legion⁸ of Syene and of Con[tra] S[y]ene and of

¹ See *P. Münch.* 14.85 (D48) and note there.

² For a Ptolemaic petition see *BGU VI* 1247 (D7).

³ Standing alone at the top of a column, this salutation is a Latin autograph of Theodosius II, coming at the end of his *adnotatio*, probably addressed to the duke of the Thebaid, as requested by the petitioner (lines 13-15)

⁴ A Latin title at the center top of the petition, penned by the imperial chancellery, which would have been responsible for copying the petition as an appendix to the emperor's reply.

⁵ A standard formula from the fourth to the sixth century (*P. Leid. Z.*, pp. 100-101).

⁶ Theodosius II, 401-449.

⁷ Valentinianus III, 424-454.

⁸ If we do not accept the assumption that the scribe erroneously wrote *λεγεῶνος* "of the legion" when he meant *ρηγεῶνος*, "of the region," then we should understand Appion's jurisdiction as extending over the legion of Syene and the town of Elephantine on the island and Contra Syene on the west bank. Alternately, we might understand that there was but one legion for all three localities, unlike the situation in the sixth century, when there was a legion of Elephantine and a separate legion of Syene. In either case it should be noted that the word *λεγεῶν* was a characteristic term for the garrison of Syene in the early Byzantine period

- Elephan⁴tine, in your province of Upper Thebaid.⁹
- Encomium¹⁰ ⁴Your B[e]nevolence is accustomed to stretch out a right hand to all who are in need. [T]herefore I too, having learned this clearly, ⁵have come ⁴to these petitions, ⁵the mat[te]r being thus:
- Complaint Situated wi[t]h my churches in the midst of the sinful Barbaria[ns], the Blemmye[s] ⁶and the N[o]badae,¹¹ we are [su]bject to ma[n]y ste[a]lthy att[a]cks by them, with no soldier pro[t]ecting ⁷our places.
- Petition Therefore, since the churches under me have been hu[m]bl[e]d and are unable to protect the very ones who flee to them,¹² ⁸I prostrate¹³ myself, rolling on the ground before your divine and immacul[ate] footstep[s so tha]t you deem it right to decree that the ⁹holy churches [under me] ⁸be guarded ⁹by the soldiers among us, a[nd] that they obey me and heed me in all matters, just as the ¹⁰soldiers stationed ⁹in the ¹⁰fortress so-called ⁹"of Philae"¹⁴ ¹⁰in your Upper Thebaid will be at the service¹⁵ of the holy ¹¹churches ¹⁰of God in Philae.
- Benefit¹⁶ ¹¹For thus we will be able to live without fear [...] and follow [...] most stern decree [...] being issued against those who have transgressed [...] what has been divinely ordained by you, every ¹³deceit¹⁷ of an opposing party, past or future, being null and void,
- Execution¹⁸ with your divine[...] and] ¹⁴special grace in this matter being addressed to the most magnificent and conspicuous count and duke ¹⁵of the frontier district of the Thebaid.
- Prayer¹⁹ And having obtained this, I shall send up the customary prayers for your eternal power ¹⁶for all (time) †††.

(J. J. Farber and B. Porten, *BASP* 23 [1986], 87; L. S. B. MacCoull, *BASP* 27 [1990], 152). Whatever the jurisdiction of the legion in the early fifth century, it is apparent from the petition that Appion's authority was spiritual rather than temporal, more like that of a modern military chaplain than a medieval bishop with temporal authority.

⁹ One of the earliest references to the Upper Thebaid as a separate province (P. Leid. Z, pp. 100-101). Without the designation "province," the Upper Thebaid appears in P. Edmonstone 2 (D18).

¹⁰ A customary topos in epistolary petitions (P. Leid. Z, p. 103).

¹¹ Marauding pagan tribes, the Blemmyes to the east and the Nobadae to the south, a constant threat to Egyptian security (*LRE*, 611, 656, 942). In 486 BCE a local official complained to the governor of Tshetres about predatory "brigands" (P. Loeb 1.6-12 [C4]).

¹² These would be refugees from the marauding bands, seeking protection in church buildings (P. Leid. Z, p. 104).

¹³ The prostration formula was standard protocol down through the end of the sixth century (P. Leid. Z, p. 105).

¹⁴ The normal expression would have been φρούριον Φιλῶν, cf. τοῦ φρουρίου Ἐλεφαντίνης, "of the fortress of Elephantine," in P. Münch. 2.1 (D31). The intrusion into this normal construct chain of the phrase "so-called" is strange.

¹⁵ ὑπουργοῦσθαι. The verb is clearly in the future tense, suggesting that military authority had only recently been granted to the bishop of Philae.

¹⁶ Though fragmentary, this paragraph makes the point that fulfillment of the petitioner's wishes will also redound to the general welfare (P. Leid. Z, pp. 105-6).

¹⁷ συναρπαγῆς, a noun with legal overtones, appearing frequently in the Transfer clause of contracts, e.g., P. Münch. 1.30 (D29) and note. See further discussion at note to P. Münch. 9.15 (D40).

¹⁸ The bishop requests that the emperor issue appropriate instructions to the duke of the Thebaid to place the Syene garrison at his disposal.

¹⁹ Prayers promised to the petitioned addressee as a reward for granting the petition are traditional, and are to be found in the petition of Jedaniah to Bagavahya in the year 410 BCE (*TAD* A4.7:26-28 [B19], 4.8:25-27 [B20]).

D20

P. Lond. V 1855 (Inv. No. 1814) + P. Münch. 15 (Inv. No. 110a)

SALE OF ROOM AND COURTYARD

DATE: 26 April, 493 ce¹
 SIZE: 32 cm. wide by 30.5 cm high in Munich; the London portion is in ten fragments.
 LINES: 33+ (= the first 7 in London, the last 26 in Munich; 18 or 20 in between are lost);²
 written perpendicular to the fibers on the recto, parallel to the joins;
 endorsement on verso missing; folded from bottom to top

PLACE: Syene
 PARTIES: Aur. Thelporine to an unknown soldier of the Legion of Syene
 OBJECTS: Room and courtyard
 WITNESSES: 7
 DRAFTER: Phosphorios

Thelporine sells a room and a courtyard for two *solidi* of the old currency to a soldier whose name is lost. Even though none of the parties is known elsewhere, this conveyance is very closely connected with *P. Münch. 16 (D21)* in time, as the identity of the drafter and the repetition of his formulary indicate. It is probably the same courtyard in both documents. We supply the Transfer I clauses on the model of *P. Münch. 16 (D21)*. *P. Münch. 15* begins at Transfer II.

The legions and regiments are never given their formal names in these documents. Jones suggests that these are units of the *limitanei*, the border guards.³

RECTO

Date ¹[† (In the year) after th]e consulship⁴ of our master [our master] [F]lav(ius) Anast[as]ius the eterna(l) ²[August]us and (Flavius) Rufus the most illustrious, on Pachons 1 //, in the 1st // [in]diction,

Place in Syene //,

Parties ³[Aurelia Thelpori]ne, whose father (is) Markos, (her) mother (being) Kyriake, acting without a husband as guardian,⁵ ⁴[...] agreeing with her and [...] si[g⁵natory?]

⁶[...] former *actuarius* [...]

⁷[... sol]dier of the legion of Syene and o[riginating] from the [same S]yene,

Salutation [greetings].

¹ For an account of how Heisenberg and Wenger were off by a century in their dating of this document and of *P. Münch. 16 (D21)*, see J.J. Farber and B. Porten, *BASP* 23 (1986) 81-85. The error in connection with *P. Münch. 15* alone seems to have been noticed first by R. Remondon, *Atti dell'XI Congresso Internazionale di Papirologia* (Milan, 1966), 135, n. 2.

² To judge from the Transfer, Location, Pedigree, and Boundaries clauses of *P. Münch. 16.2-22 (D21)*, which is, as H.-W. noted (pp. 4-5), very closely connected to this document.

³ "The legion of Philae was doubtless Legio I Maximiana, recorded at Philae in the *Notitia*. That of Syene may have been the Milites Miliarii, classified among the legions and located at Syene. At Elephantine the *Notitia* records only the cohort I Felix Theodosiana" (*LRE*, 662).

⁴ Just after the beginning of a consular year, when the scribes would not yet know the names of the new consuls, they used this formula, dating the document by the previous consuls.

⁵ At this time it was not necessary for a woman to require a *kyrios*, a man to take the responsibility for her legal transactions (see note to *P. Münch. 1.4 (D29)*), so this phrase, which almost apologizes for the absence of a *kyrios*, is puzzling. See also *P. Lond. V 1724.70 (D32)* and *P. Münch. 11.4 (D45)*.

Transfer I	[I acknowledge, with free and unalterable will and guileless resolution and clear conscience, according to this single written security, that I have sold to you today and transferred, from now, forever, and for all time to come,
Object	[the room and the courtyard belonging to me, in its entirety, from foundation to air,
Description	[in just the condition they are in,
Location	[lying in the same Syene and in the southern part of the fortress and on the street called (Street) of the Camp or (of the) Cobblers ...
Pedigree	[They came to me by ... from ...
Boundaries	[The boundaries ... are ... [or whatever may be the boundaries everywhere on every side just as I the vendor have declared.
Transfer II	[And nothing] ¹ in the above-named places [⁰ has been left ¹ unsold ⁰ by me],
Price	¹ the price mutually agreed upon ² and approved being genuine gold, two <i>solidi</i> , of the old currency, ⁶ of full weight, i.e., go(ld), [2] <i>sol(idi)</i> , ³ [which full] price I, the vendor, have here received in full from you, the purchaser, on the present ⁴ [day, from (your) hand to] my [hand], in the same Syene, in number and weight complete,
Investiture	in order that henceforth ⁵ you (may) ⁶ control ⁷ and own ⁵ this above-named room and the courtyard adjacent to it, ⁶ [from i]ts [foundation] to air, and administer and build and [build ⁷ upon and se]ll and give (it) and employ what pertains to it in any way you choose, without let ⁸ [or hindrance],
Waiver of Suit	and (in order that I may) not sue you — nor shall I sue — nor (may) anyone else in my name, ⁸ ⁹ [on any occasion, in] any way, on any pretext ⁹ because, as I said before, I have received ¹⁰ [from you the afore]said price [in full].
Warranty	The man who intends to sue you or contend ¹¹ [about this, the above-named] room and courtyard, from its foundation to air, or (about) part of them — (him) ¹² [I, the sel]ler, shall drive away and cleanse ¹⁰ (the deed of sale) for you at my own expense.

⁶ παλαιοχαράκτων, found in this archive only here, in the parallel *P. Münch.* 16.25 (D21), and in *P. Lond.* V 1722.31 (D21). For further references see Farber and Porten, *BASP* 23 (1986), 86, n. 19.

⁷ κυριεύειν, "be in control of," always the first term in the Investiture clause (*P. Münch.* 16.29 [D21], 8.21 [D23], 4.26 [D34], 9.72 [D40], 11.48 [D45], 12.38 [D46], 13.43 [D47]).

⁸ τῶν ἐξ ἐμοῦ ὀνόματος, "of those from my name" = "acting in my name" (*P. Lond.* V 1722.40 [D22], 1724.55f. [D32], 1730.20 [D41], 1733.56 [D49]; *P. Münch.* 11.52 [D45], 12.41 [D46], and 16.34 [D21]) = Aramaic ܘܫܘܩ ܛܐܕ B2.2:14 [B24]).

⁹ This three part formula (occasion, way, pretext) recurs throughout our documents (*P. Münch.* 8.27-28 [D23], 9.81-82 [D40], 11.52-53 [D45], 12.41-42 [D46], 13.55 [D47], 16.35 [D21]; *P. Lond.* V 1722.40-41 [D22], 1731.22-23 [D42], 1733.57 [D49]). The rigidity of the formula is evidenced by the retention of the chiasmic structure of the second two elements (any way—pretext any).

¹⁰ [κ]αθαροποιήσω. This verb (or the noun derived from it) expresses an idea that is very common in this period. The object of the verb is not the property but the deed of sale (see *P. Lond.* V 1724.50-51, 60-61 [D31]). To "cleanse" a deed of sale is to provide the purchaser with a clear title in the face of a third-party challenge. See *P. Münch.* 4.32-34 (D34), 9.86 (D40), 11.45 (D45), 12.36 (D46), 13.39, 40, 59, and 60 (D47), 16.38 (D21), *P. Lond.* V 1722.44 (D22), 1724.50 and 60 (D32), 1733.62 (D49), 1734.5 in the new numbering (D25), and 1735.16 (D50). The cleansing provision occurs in the Aramaic (ܘܫܘܩ) and demotic (wḥ) contracts, where it is the property that is cleansed (see on *TAD* B3.2:8-9 [B35], *P. Wien* D 10151.6 [C29]).

Validity ¹¹	And I have presented to you ¹³ as security [this de]ed of sale, which is valid and warranted, over ¹² the signature of the one ¹⁴ [sign]ing ¹³ on my behalf.
Acknowledgment ¹³	¹⁴ And having been q(uestioned), I have expressed acknowledgment [and] executed (the deed). (2 nd hand) I, Aurelia Thelporine daughter of Markos, ¹⁵ [the aforementioned, have so]ld the aforementioned room and the courtyard, from base, ¹⁴ from foundation to open air and I have received ¹⁶ [from you] the aforesaid price of two <i>solidi</i> and ¹⁷ I war[rant t]he deed of sale as aforem(entioned). ¹⁵
Signatory	I, Fl. [PN] son of Paulos, <i>campiductor</i> ¹⁶ ¹⁸ [of the leg(ion)] ¹⁷ of Sye]ne, the aforementioned [... having been asked], wrote on her behalf ¹⁹ since she is not literate.
Witnesses	(3 rd hand) I, Fl. Dios son of [Iak]ob[os, ... bear witness]. ²⁰ (4 th hand) [I, ... PN] son of Viktor, pr(iest) of the ch(urch) of Syene, bear witness. ²¹ (5 th hand) [I, ...]es son of Petros, of Syene, bear witness. ²² (6 th hand) [I, ... PN son of PN], pr(iest) of the ch(urch) of Syene, bear witness. ²³ (7 th hand) [I, ... PN] son of Viktor, ¹⁸ sol(dier) of the leg(ion) of Syene, bear witness.

¹¹ Cf. Wolff, 155–164 (also 145f.). This kind of clause is found in very many Greek contracts in Egypt from Ptolemaic to late Byzantine times. Its function may have been to give to private documents the same authoritative posture that public documents gained from their official origins. "Wolff was the chief instigator of the movement which would translate κύριον as "definitive" rather than "valid" — John Shelton in a personal communication. Wolff was followed by Hässler in this (M. Hässler, *Die Bedeutung der Kyria Klausel in den Papyrusurkunden* [Berlin-München, 1960]).

¹² See note on P. Edmonstone 18 (D18).

¹³ The Acknowledgment is an abstract of the contract wherein the alienor in his own voice accedes to the agreement. Not being literate, he brings in another party, whom we designate the Signatory, to write out the accession for him and to add his own name to the document as well. In a certain sense he may be compared to the modern notary. The Byzantine signatory affirmed that the statement attributed to the alienor in the document was indeed made by him (lines 14–19). P. Münch. 9.102f. (D40) depicts the procedure: "I . . . at her request, wrote for her, who was present and told it to me . . ." Similarly the modern notary affirms that a party's signature is genuine. In Roman law as late as the 2nd century CE the acknowledgment (*stipulatio*) was a solemn oral contract including a formal question and answer. By Justinian's time (527–565 CE) it had degenerated into a simple written phrase with no formal requirements. The actual presence of the contracting parties is indicated in some documents by the words, "face to face" (P. Münch. 4.46 [D34], 9.92 [D40], 10.19 [D43], 11.68 [D45], and 13.68 [D47]; P. Lond. V 1723.21 [D30], 1730.25 [D41], 1731.37 [D42], 1734.14 in the new numbering; line 18 in the original edition [D25]). Discussion in H.-W. note to P. Münch. 4.46 on p. 59, *LGRE*, 397f and *Dict. s.v. stipulatio*; a full treatment in D. Simon, *Studien zur Praxis der Stipulationsklausel*, (München, 1960).

¹⁴ The scribe mistakenly abridged the formula, writing only θεμελίον, "base," referring to the bottom of the construction. He subsequently wrote the full formula above the line, but this time with the word that refers to the ground on which the construction stands, ἐδάφους.

¹⁵ ὡς πρόκειται, a phrase present in all the Acknowledgment clauses. The Greek may have both a spatial and a temporal meaning, "as it lies in front of us," and "as (written) earlier."

¹⁶ The only man in our documents who served in this specialty, drill-instructor.

¹⁷ Restoring λεγ(εῶνος), "legion" instead of ἀρ(ιθμοῦ), "regiment," *contra* Heisenberg. The formation λεγ(εῶνος) occurs also in lines 23 and 25 and in P. Münch. 16.44, 48, 50, and 51 (D21). On the other hand, ἀριθμός is first applied to witnesses in P. Münch. 1 (D29 [574 CE]) although it is once earlier applied to a party (P. Lond. V 1722.7 ([D22 [530 CE]])).

¹⁸ Not in the same hand as Fl. Isakos son of Viktor (P. Münch. 16.48 [D21]).

²⁴(8th hand) [I, ...PN son of Ab]raamos, pr(iest), bear witness.

²⁵(9th hand) [I, ... PN] son of Paneous, *augustalis*¹⁹ of the leg(ion) of Syene,
bear witness.

Drafter

²⁶(10th hand) ✠ Written²⁰ by me, Phosphorios, pr(iest).

¹⁹ See note on *P. Münch.* 16.50 (D21).

²⁰ In spite of this word, the hand is not the same as that of the body of the document, according to Heisenberg. Thus we should not identify Phosphorios as the scribe. See note to *P. Münch.* 1.64 (D29).

D21

P. Münch. 16 (Inv. No. 107)

SALE OF A COURTYARD WITH EASEMENT

DATE: Shortly after 493 CE¹
 SIZE: 31.8 cm wide by 55 cm high
 LINES: 52, perpendicular to the fibers on the recto, parallel to the joins; 6 or 7 lines missing from top including endorsement on verso; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Dios son of Patechnoumios to unknown persons (more than one)
 OBJECTS: A courtyard with an easement on its west wall
 WITNESSES: 7
 DRAFTER: Phosphorios

The only farmer in all our documents, Dios sells a courtyard together with what seems to be an easement on its west wall, which is the eastern wall of his own house (lines 18-19).² There is more than one purchaser, as we can tell from the plurals (e.g., line 4). The courtyard had been purchased from ten people who had themselves inherited it from their parents, five of whom are named (Sabinos, Krour, Pinouthos, Pasnous, and Psenthaysios [lines 10-13]). All these parents may have been residents in the building, and each would have had an interest in the courtyard. The seemingly high price of two *solidi* for this courtyard is accounted for by the purchaser's right to build onto the wall (lines 31-32) and perhaps also by the seller's presumed obligation to maintain it. The first 33 lines were reprinted with Latin translation and comment in *FIRA III*, 107, 348349.

RECTO

Date [† (In the year) after the consulship of PN, on month *x* day *y*, in the *z* indiction,
 Place [in Syene,
 Parties [Aurelius Dios, whose father (is) Patechnoumios, (his) mother (being) PN, farmer, ...
 [to PN son of PN, and
 [PN ... of PN, ..., and (himself)]²from Syene,
 Salutation [greetings].
 Transfer I I [acknow]ledge, [with free and un³]alterable will and guileless³ resolve and clear conscience, according to this single⁴ written⁴ security,⁵ that I have sold to you today and transferred, from now, forever, and for all time to come,
 Object the courtyard belonging to me, in its entirety,⁶ ⁶from foundation to air,
 Description in just the condition it is in,

¹ This new date, a century earlier than that listed in H.-W., is required by the fact that Bell found in *P. Lond.* V 1855 the piece of *P. Münch.* 15 (D120) that dated it securely to 493 CE, while the very close connection between *P. Münch.* 15 and 16 had already been established (H.-W. 4-5).

² The problem is that the wall is called "common" (line 19) and nowhere does the seller say that he retains sole ownership of it. See V. Arangio-Ruiz, *FIRA III*, 107, 348f. and our introduction to *P. Lond.* V 1722 (D22).

³ Restored by Farber according to formula in *P. Lond.* V 1722.8 (D22).

⁴ See note to *P. Lond.* V 1722.9 (D22).

⁵ More fully as "written security of sale" (= written deed of sale) in *P. Münch.* 11.9 (D45).

⁶ The full court, not shared with anyone else.

Location	lying in the same ⁷ Syene and in the southern part of the fortress and in the quarter ⁷ calle[d] (Quarter) of the ⁸ [Cam]p, ⁸ namely (Quarter) of (the) Cobblers, having its door opening to the [north ⁹ into the public road], adjoining the [house] belonging to me, on the ¹⁰ east of it. ⁹
Pedigree I ¹⁰	It came to me by right of purchase from Ploullous ¹¹ son of Sabinos, soldier garr(isoned) in Panopolis; ¹¹ and Paulos son of Krou and Thikre and Maria, his ¹² sisters; and Ioannes ¹² son of Pinouthos; and Tadora daughter of Pasnous; and Maria and Tsaua and Alexandra; and another Maria daughter of ¹³ Psenthaysios; corresponding to the earlier documents ¹³ of purchase
Document Transfer	presented to you by me, ¹⁴ which I presented to you for your greater security. ¹⁴
Pedigree II	And (it came) to them by ¹⁵ right of inheritance from their parents.
Boundaries I	The boundaries of the same entire courtyard are: ¹⁶ on the south a public road leading to the wall (of the fortress); and a house of Martyria daughter of Tachbar and of Eucharios ¹⁷ son of Kyros, the centur(ion); on the north a public road toward which the main door faces; ¹⁸ on the east the courtyard of Peteroous; on the west my house, the seller's;
Investiture I	— the wall ¹⁹ of this house of mine, which happens to be a common (wall) on the east side of my house and on the west side of ²⁰ the same courtyard, is in perpetuity, from foundation to air, ²¹ without expenses (to you) because I have been paid in full ¹⁵ by you for the expense ¹⁶ henceforth ¹⁷ —
Boundaries II	²² or whatever may be the boundaries everywhere on every side just as I the seller have asserted.
Transfer II	And ²³ nothing in the same courtyard, from foundation to air, has been left unsold by me,

⁷ On the possible meaning of *λαύρα* as "street" see note on *P. Lond.* V 1724.37 (D32).

⁸ This appears to have been the proper name of the quarter, the one by which it is still known a century later. Cf. *P. Lond.* V 1722.13 (D22 [530 CE]), *P. Münch.* 8.19 (D23 [ca. 540 CE]), 9.55 (D40 [585 CE]), 13.22 (D47 [594 CE]).

⁹ The house of Dios lies to the west (see lines 18 and 19), and the court he is selling lies to the east.

¹⁰ Inclusion of Pedigree was standard procedure in a conveyance; see on *TAD* B2.7:3 (B29).

¹¹ Modern Akhmim, a city on the east bank of the Nile about 440 kilometers downstream from Syene.

¹² The text has *αὐτῆς*, "her."

¹³ These refer to the documents by which Dios himself had, at an "earlier" time, acquired the court from the parties listed in lines 10-13 above.

¹⁴ It was standard procedure from earliest times for the alienor of a piece of property to transfer to the alienee all documents pertaining to prior transfers of that property. See on *TAD* B2.3:23-27 (B25) and discussion in B. Porten and H.Z. Szubin, *JNES* 41 (1982), 124ff.

¹⁵ *πεπληρωσθαι* = "paid in full," as in *P. Lond.* V 1724.58f. (D32), where it refers to the price of the conveyance.

¹⁶ Implying that the future maintenance expenses have been factored into the purchase price of the court.

¹⁷ The entire phrase from "the wall" in line 18 to this point is marked off by dashes.

- Price the price ²⁴mutually agreed upon and approved being genuine gold, ²⁵two *solidi*, of the old currency, of full weight, i.e., go(ld), 2 *so(lidi)*, which ²⁶full price I, the vendor, have here received in full from you, the purchasers, ²⁷on the present day, from (your) hand to my hand, in the same Syene, ²⁸in number and weight complete,
- Investiture II in order that henceforth you (may) control a(nd) own the above-named ²⁹courtyard, from foundation to air, a(nd) administer and build ³⁰and build upon a(nd) sell and give (it) a(nd) employ what pertains to it ³¹in any way you choose, without let or hindrance; and use in common the ³²above-named wall and place into it beams and furnish it with barrel vaults¹⁸ and employ what pertains to it in any way ³³you choose, without let,
- Waiver of Suit a(nd) in order that I may) not sue you — nor shall I sue — ³⁴nor (may) anyone else in my name, on any occasion, in any way, ³⁵on any pretext because, as I said before, I have received from you the aforesaid ³⁶price ³⁵in full.
- Warranty ³⁶The man who intends to sue you or contend about this, ³⁷the above-named courtyard, from foundation to air, with its entrance and exit, or (about) ³⁸part of it — (him) I the seller shall drive away and cleanse¹⁹ (the deed of sale) for you at my own expense.
- Validity ³⁹And I have presented to you ⁴⁰as security ³⁹this deed of sale, which is valid and warranted, over the signature of the one ⁴⁰signing on my behalf.
- Acknowledgment And having been q(uestioned), I have expressed acknowledgment and executed (the deed).
(2nd hand) I, Aurelius ⁴¹Dios son of Patechnoumios, farmer, the afore(mentioned), have sold
the aforementioned courtyard, ⁴²in its entirety, from foundation to air, and I have received from you
the ⁴³aforesaid price of two *solidi*
and I warrant the deed of sale ⁴⁴a[s afore(mentioned) †].
- Signatory I, Fl. Martyrios son of Viktor, soldier of the legion of Philae,²⁰ having been asked, wrote ⁴⁵on his behalf since he is not literate.
- Witnesses (3rd hand) † I, Isak son of Iosephios, deac(on) of the church of Syene ⁴⁶bear witness.
(4th hand) † I, Aurelius Pasmes son of Papnouthis, from Syene, bear witness.
⁴⁷(5th hand) † I, Petros son of Ioseph, pr(iest) of the church of Syene, bear witness.
⁴⁸(6th hand) † I, Fl. Isakos son of Viktor, sol(dier) of the leg(ion) of Syene, bear witness.
⁴⁹(7th hand) I, Fl. Paenos son of Iakob, *ord(inarius)*²¹ of Philae, bear witness.

¹⁸ For the right to build upon a common wall, cf. *TAD* B2.1:8-10 (B23).

¹⁹ Cf the demotic sequence "cause him to be far ... cause them to be clean" (*P. Moscow* 135.3 [C30]).

²⁰ The Legio I Maximiana (*LRE*, 662, referring to *Not. Dig. Or.* xxi. 64).

²¹ An *ordinarius* is a non-commissioned officer, a kind of centurion (H.-W., 45; *Maspero Org.* 106^b; *Vegetius* 2.7). Cf. J.F. Gilliam in Gilliam, *Roman Army Papers* (Amsterdam, 1986) 1-22, esp. 5-8.

⁵⁰(8th hand) I, Fl. Ioseph son of Paulos, *augustal(is)*²² of the leg(ion) of Syene, bear witness.

⁵¹(9th hand) I, Fl. Kollouthos son of Herodes, sol(dier) of the leg(ion) of Syene, bear witness.

Drafter

⁵²(10th hand) ✠ Written by me, Phosphorios, pr(iest).

²² The term *augustalis* distinguishes one kind of *ordinarius* from the others, but the distinction is not clear. (Maspero *Org.* 106; Vegetius 2.7; *LRE*, 675; J.G. Keenan, *BASP* 27 [1990], 147).

D22

P. Lond. V 1722 (Inv. No. 1802)

SALE OF A HOUSE

DATE: 7-15 March, 530 CE¹
 SIZE: 29.9 cm wide by 88.3 cm high
 LINES: 60, perpendicular to the fibers on the recto, parallel to the joins; endorsement on verso missing; folded from bottom to top.
 PLACE: Syene
 PARTIES: Aur. Iakob son of Paeis, and his wife Tsendia daughter of Sourtos to Fl. Iakobos son of Isakos
 OBJECT: A house
 WITNESSES: 8
 SCRIBE: Fl. Abraamis son of Pamet²

The boatman Iakob and his wife Tsendia sell to the drummer Iakobos for 18 solidi a three-story house with two rooms on each floor, located in the southern part of the fortress on the Street of the Camp. Document Transfer, Waiver, and the standard Warranty clauses are included. A translation has been published in *Select Papyri* I, No. 30.

RECTO

Date † ¹(In the year) after the consulship of [the most illustrious] Fl. Dec[ius], on Phamenoth 1[.], in the eighth ²(space) indiction, (space)
 Place in Syene //,
 Parties ³Aurelius Iakob, whose father (is) Paeis son of Roben,³ (his) mother (being) [PN, a boatman⁴] ⁴by trade,
 and his wife, Tsendia, whose father (is) Sourtos, (her) mother (being) Touote,
⁵both residing in Syene, providing a signatory on their behalf and ⁶witnesses signing below,⁵ (space)
 to Flavius Iakobos son of Isakos, ⁷(his) mother (being) Tlous, drummer of the regiment of Syene, and (himself) from Syene,
 Salutation greetings.

¹ For restoration of the date (*contra* Bell's 573 CE) see J. Farber and B. Porten, *BASP* 23 (1986), 87-88. We rely on a) the close resemblance of the formulary between this conveyance and *P. Münch.* 15 and 16, establishing its generally early character; b) the new reading of line 1 suggested by Herwig Maehler (personal communication in response to our observations about the formulary): μετα την υπατειαν Φλ δεχ[του του μεγαλοπρεπ] Φαμεν[ω]θ ι · [τ]ης [ογ]δ[ο]η[ε]ς. Since the consulship of Decius fell in 529, this document was written in 530. The readings of δεχ ανδ [ογ]δ[ο]η[ε]ς were confirmed by Mr. T. S. Pattie of the British Library.

² Assuming that εσωμάτισα (line 60) means "I wrote the body (of this document)," as suggested by H. Maehler (oral communication). See H.-W., 49; Wenger's note to *P. Münch.* 3.21 (D33). The word is also used in *P. Münch.* 8.50 (D23), 4.58 (D34) and *P. Lond.* V 1723.29 (D30).

³ Since grandfathers are seldom mentioned in these texts, Roben may merely be an alias of Paeis — John Shelton.

⁴ Following Bell's suggestion, as in *P. Lond.* V 1730.5 (D41).

⁵ This refers to the Acknowledgment, Signatory and Witnesses clauses.

Transfer I	⁸ We acknowledge, ⁶ with free and unalterable will and guileless resolve ⁹ and clear conscience, according to this single ⁷ written security, that ¹⁰ we have sold to you today and transferred, from now, forever, and for ¹¹ all time to come,
Object	the house belonging to us, in its entirety, from ¹² foundation to air,
Location	lying in the same Syene in the southern ¹³ part of the fortress and in the Quarter ⁸ of the Camp and of the house of Papnouthios ¹⁴ son of Mauros ⁹ and of the public camel yard of the transport (service) from Philae. ¹⁰
Pedigree I	It came to us by ¹⁵ rightful purchase from Abraamios and Alammon sons of Paulos son of Ouranios ¹⁶ and to them by rightful inheritance from their deceased father Paulos ¹⁷ son of Ouranios and to him by rightful inheritance from his parents.
Description	In the entire ¹⁸ house there are: on the first floor ¹¹ two rooms, (<i>space</i>) on the south a large one facing north ¹⁹ toward the adjacent gateway and another on the east facing west toward the main ²⁰ gateway; and the (recess) below the stair, or <i>tchrere</i> ; ¹² on the second floor two living rooms, ²¹ one facing north and another facing west toward the stairs; also with the ²² two unroofed living rooms above them on the third floor, up to the air; and ²³ the stairs, from foundation to air.
Boundaries I	Its boundaries are: on the south a public road ²⁴ beyond which is the house of Dios son of Tagaria; on the north a house now (belonging) to Dios son of Isakios, also (called) ¹³ Posios; ²⁵ on the east a house of Peteroous son of Martyrios and of his wife Terouterou; ¹⁴ on the west ²⁶ a public road into which its main door opens —
Pedigree II	positively corresponding ²⁷ to the deed of sale made ¹⁵ for us concerning this,
Document Transfer	which we have given to you {to you} for ²⁸ your greater security —

⁶ This word is written in larger letters.

⁷ I.e., not duplicated, with no second copy.

⁸ On the possible meaning of *λάρα* as "street" see note on *P. Lond.* V 1724.37 (D32).

⁹ Or possibly, "Papnouthios the Black."

¹⁰ The genitive cases of the words for "house" and "camel yard" indicate that they lay in the Quarter of the Camp.

¹¹ See G. Husson, *OIKIA*, 143 for diagram.

¹² A line is written above this Egyptian word, which is spelled *χρηρε* in *P. Münch.* 11.27 (D45) and *τρηρε* in *P. Münch.* 12.22 (D46). A similar area beneath the stairway appeared in the Aramaic documents (*TAD* B3.10:4 [B43]).

¹³ The alias commonly refers to the last name in the series (oral communication of J. Keenan), in this case Isakios. Perhaps it is used here to distinguish the father of Dios from the father of the purchaser.

¹⁴ The wife of Peteroous. Probably the same woman as in *P. Münch.* 8.17 (D23). For discussion of the name see J. Quaegebeur, *Enchoria* 4 (1974), 21 and n. 7.

¹⁵ By Abraamios and Allamon (line 15). The position of this clause, immediately following the boundary clause, suggests that at least three of the boundaries were the same as those included in the earlier deed of sale. The house to the north, "now (belonging) to Dios," must have had another owner in the earlier deed.

Boundaries II	or whatever may be the boundaries everywhere on every side just as ²⁹ we the vendors have asserted.
Transfer II	And nothing has been left unsold by us ³⁰ in the above-named house,
Price	the price mutually agreed upon ³¹ and approved being genuine gold, ³² eighteen ³¹ <i>solidi</i> , of the old currency, ¹⁶ ³² of full weight, i.e., go(ld), 18 <i>so(lidi)</i> , which full price ³³ we, the sellers, have ³² here ³³ received ³² in full ³³ from you, the purchaser, on the present ³⁴ day, from (your) hand to our hand, in the same Syene, in number and weight ³⁵ complete,
Investiture	in order that henceforth you, the purchaser of the above-named ³⁶ house, (may) control and own (it), in its entirety, from foundation to air, ³⁷ and administer and manage and build and sell and give and bequeath (it) to your children ³⁸ and descendants and employ what pertains to it in any way you choose, ³⁹ without let or hindrance,
Waiver of Suit	and (in order that we may) not sue you — nor shall we sue — nor ⁴⁰ (may) anyone else in our name, on any occasion, in any way, ⁴¹ on any pretext because, as we said before, we have received from you ⁴² the aforesaid price in full. ¹⁷
Warranty	The man who intends to sue you or contend with (you) ⁴³ about the above-named house, in its entirety, from foundation to air, ⁴⁴ or (about) part of it — (him) we the sellers shall drive away and cleanse (the deed of sale) ¹⁸ ⁴⁵ for you at our own expense.
Validity	And we have given to you ¹⁹ this deed of sale, ⁴⁶ which is valid and warranted, over the signature of the one signing on our behalf.
Acknowledgment	And having been q(uestioned), ⁴⁷ we have expressed acknowledgment and executed (the deed). (2 nd hand) † We, the Aurelians Iakob son of Paéis son of Roben and his ⁴⁸ wife Tsendia daughter of Sourtos, the afore(mentioned), have sold the aforementioned house in its entirety, ⁴⁹ from foundation to air, and we have received from you the aforesaid ⁵⁰ price of eighteen <i>solidi</i> and we warrant the deed of sale as aforem(entioned).
Signatory	⁵¹ I, Fl. Photis son of Thalasio, <i>augustalis</i> of the leg(ion) of Syene, having been asked, wrote on their behalf ⁵² since they are not literate.
Witnesses	(3 rd hand) † I, Aurelius Iakob son of Psennesios, of Syene, bear witness. ⁵³ (4 th hand) I, Fl. Didymos son of Silvanos, former ²⁰ <i>vicar(ius)</i> , bear witness.

¹⁶ The same phrase, "old currency," is found elsewhere in this archive only in the two earliest documents, *P. Münch.* 15.2 (D20) and 16.25 (D21). That fact adds to the evidence for moving back the date of our document.

¹⁷ The Investiture and Waiver clauses are frequently linked syntactically as parallel purpose constructions dependent upon a main verb in the preceding Warranty (*P. Münch.* 11.43-55 [D45]) or Price (*P. Münch.* 15.0-8 [D20], 16.24-33 [D21]; *P. Lond.* V 1722.30-39 [D22], 1733.44-56 [D49]) clauses.

¹⁸ Spelled out in *P. Lond.* V 1724.50-51, 60-61 (D32); *P. Münch.* 13.60-61 (D47); *P. Lond.* V 1735.16 (D50); see also J. J. Rabinowitz, *Jewish Law*, 168-70.

¹⁹ The scribe omitted "as security." Cf. *P. Münch.* 15.13 (D20) and 16.40 (D21).

²⁰ ἀπό = *ex* = "former" (oral communication of J. G. Keenan). The rank was that of a lieutenant-commander (*LRE*, 675 and 1279. Some literature is cited in *P. Mich* XI 611.4n.).

⁵⁴(5th hand) † I, Fl. Papnouthis son of Dios, sol(dier) of the leg(ion) of Syene, bear witness.

⁵⁵(6th hand) I, Fl. Ioannes son of Paam, sol(dier) of the leg(ion) of Syene, bear witness.

⁵⁶(7th hand) I, Fl. Makarios son of Isakos, so(ldier) of the leg(ion) of Syene, bear witness.

⁵⁷(8th hand) † I, Fl. Abraam son of Stergorios, former *actuar(ius)* of the leg(ion) of Philae, bear witness †.

⁵⁸(9th hand) † I, Fl. Makarios son of Posios, soldier of the legion of Syene, bear witness.

⁵⁹(10th hand) † I, Fl. Paeion son of Psachos, sol(dier) of the leg(ion) of Syene, bear witness.

Scribe

⁶⁰(1st hand) † I, Fl. Abraamis son of Pamet, centur(ion) of the leg(ion) of Syene, wrote the body (of the deed).

D23

P. Münch. 8 (Inv. No. 108) + P. Lond. V 1857 (Inv. No. 1816)

GIFT OF HOUSE-SHARE IN CONTEMPLATION OF DEATH

DATE: Ca. 540 CE¹
 SIZE: 31.5 cm wide by 57.8+ cm high (= 2.8? [P. Lond. V 1857] + 55 cm [P. Münch. 8])
 LINES: 53 (the first 3 in London, the last 50 in Munich), perpendicular to the fibers on the recto, parallel to the joins; 5 or 6 lines on recto and endorsement on verso missing from top; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Maria daughter of Dios and Tacit to PN daughter/step-daughter(?) of Aur. Maria
 OBJECTS: Shares of three parts of one house
 WITNESSES: 7
 SCRIBE: Fl. Georgios son of Mousaios

Upon the death of her son, who had been her trustee, Aur. Maria appoints her daughter/step-daughter(?) as her new trustee. In return for past services in support of Maria during old age and also in anticipation of her need for burial-offerings, Maria gives her, effective upon death,² half-shares, that is, a half interest, in an apartment consisting of three rooms: one on the ground floor (line 11), a living room on the 2nd floor (line 12), and a roof-terrace on the 4th floor (lines 12.-13) A half-interest in the apartment had originally been held by the recipient's father (lines 19-20), and the other half had been acquired jointly by him and the donor Maria through purchase (lines 15-17). The performance of the burial-offerings as a motivation for the gift is given threefold emphasis (lines 5, 14, 23). In addition to this gift, the recipient is assured an equal share in Maria's estate with her other siblings (lines 24-28). Revocation of the gift was subject to an eighteen *solidi* penalty (lines 28-33).

RECTO

Transfer ...¹[your character has] often [appeared] sound ...²life common to all
³[att]end to my burial-offerings³ ... ¹ ... moreover also because and]
²because you, since the death⁴ of my legitimate son, who was also my trustee,
³cherished me and cared for me and never vexed me in ⁴word or deed, I have
 decided to choose you as trustee empowered⁵ ⁵to attend to the care of my burial-
 offerings and to the rites for me that are appropriate for mortals ⁶after my death with

¹ Placed in the last quarter of the 6th century by H.-W. The arguments for our new date can be found in J. Farber and B. Porten, *BASP* 23 (1986), 90-91; nn. 7, 9, 11, 16, and 18 detail some of the evidence adduced for the redating.

² This sort of gift after death, a *donatio mortis causa*, does not provide an opportunity for all the formulae of ordinary conveyances to be employed. For an overview of the type see E. M. Husselman, *TAPA* 88 (1957), 135-154. Also, H. Kreller, *Erbrechtliche Untersuchungen auf Grund der graeco-ägyptischen Papyrusurkunden* (Leipzig and Berlin, 1919), 215-223; *LGRE*, 204-207; A. Berger, *Encyclopedic Dictionary of Roman Law* (Philadelphia, 1953), s.v.

³ The three lines in italics are from P. Lond. V 1857 (Inv. No. 1816), a fragment containing words from somewhere earlier in this document.

⁴ μέχρι τῆς δεῦρο ... ἀναπαύσεως, lit., "until the hitherto repose ..." This death may have opened the possibility for a new disposition of the property.

⁵ δυνάμενον. δύνασθαι is rendered in our translations by either "empowered" (as here), i.e., "entitled or having legal right," corresponding to Aramaic ל-יט (see on *TAD* B2.1:11 [B23]) or it is rendered in a negative clause as "(not) be able" (lines 27-28) in the sense of "(not) be empowered or entitled (to bring an action)" (P. Münch. 11.54 [D45], 12.43 [D46], 13.52f. [D47], 14.67 [D48]; P. Lond. V 1724.56 [D32], 1727.39 [D38], 1729.36 [D37], and 1734.8 [D25]), corresponding to Aramaic לא יכל/יכול see on *TAD* B2.1:6 [B23]). For the positive meaning with the ordinary sense of "be able" see P. Münch. 1.43 (D29), 6.79 (D35).

all zeal and propriety. Therefore ⁷I have come ⁶to this ⁷acknowledgment which has the form of a cession,⁶ considering and pondering (the matter) ⁸and being sound in calculation and having a strong understanding with which I acknowledge, [with free]⁷ ⁹and unalterable will and guileless resolve and clear conscience and fixed ¹⁰calculation, willingly and convinced without guile or force or deception or compulsion, that I have given ¹¹you today

Object	the half-share {share} of my room ⁸ called the room of Patarous; ¹² and the half-share of the living room above the same room; and the half-share of the roof-terrace ¹³ on the fourth floor above the bedroom of Abraamios son of Pachymios adjacent to my ¹⁴ house
Pedigree I	for the purpose of my sacred burial-offerings and the rites for me that are appropriate for mortals ¹⁵ in accordance with my modest means after my death — the same room and the ¹⁶ living room above it and the roof-terrace on the fourth floor came to me and ¹⁷ to your father through rightful purchase from Terouterou, ⁹
Location	the same ¹⁸ room lying in Syene and in the southern part of the fortress ¹⁹ and in the Quarter ¹⁰ of the Camp (also) called (Quarter) of the Cobblers, ¹¹
Pedigree II	but the other half- ²⁰ share of the above-named places (had already?) belonged to your father —
Investiture	in order that you (may) control ²² and own the same ²¹ half-share of the above-named places after my death ²² and exercise authority over them and employ ¹² what pertains to them in any way you choose, without let ²³ or hindrance, and perform ¹³ the rites of my sacred burial-offerings in accordance with my ²⁴ modest means, in your own good faith.

⁶ παραχωρήσεως, also in *P. Lond.* V 1730.23 (D41). The verb form is in *P. Münch.* 12.39 (D46) and 13.46 (D47).

⁷ ἔκουσίᾳ (restoration by G. Maspero, *Byzantinische Zeitschrift* 23 [1914-1919], 230). The phrase "free and unalterable will and guileless resolve and clear conscience" is a good example of formulaic persistence over time. It is found elsewhere in this archive in the transfer clauses of early documents (*P. Münch.* 16.1-3 [D21, ca. 500 CE] and *P. Lond.* V 1722.8f. [D22, 530 CE]), the present transitional document (540 CE), in the late *P. Lond.* V 1733.14f. (D49 [594 CE]), and, with the omission of "and unalterable," in *P. Münch.* 11.12-13 (D45 [586 CE]).

⁸ κέλλα. This term and its diminutive (κελλίον), though they can elsewhere sometimes mean a small building, mean in our texts a room on the ground floor which may be used for storage; cf. G. Husson, *OIKIA*, 136-147; *idem*, "Houses," 125.

⁹ Bell suggested reading Τήρου Τήρου, "Teros (child) of Teros" (*Berichtigungsliste der Griechischen Papyrus Urkunden aus Aegypten* I [1922], 310), but the scribe did not separate the letters. The same woman appears also in *P. Lond.* V 1722.25 (D22 [see note *ad loc.*]), adding to the evidence for a transitional date for *P. Münch.* 8 (D23).

¹⁰ On the possible meaning of λαύρα as "street" see note on *P. Lond.* V 1724.37 (D32).

¹¹ Cf. *P. Münch.* 16.8 (D21), where the same quarter is mentioned and the footnote provides additional references.

¹² This phrase, "employ what pertains to them in any way you choose," occurs in this archive only here and in the early documents, *P. Münch.* 15.7 (D20), 16.30-33 (D21, *bis*), and *P. Lond.* V 1722.38 (D22), and in all cases only in the Investiture clause. In the later documents that phrase is replaced by "acquire (and) use in any way pleasing to you" (*P. Münch.* 4.30 [D34], 9.75 [D40], 13.47 [D47]; *P. Lond.* V 1724.54 [D32], 1734.7 [D25]). See J. Farber and B. Porten (Note 1, above).

¹³ ἐπιτελέσαι, literally "employ," the same word as in line 22 and elsewhere.

- Testamentary Equality And after my death you are permitted ²⁵to enter and inherit in common with your other siblings on an equal basis everything ²⁶that will be left without any over reaching.¹⁴
by me and your father
- Waiver of Suit And none of your siblings ²⁷will be able to bring suit against you or contend about this on any occasion, in any ²⁸way, on any pretext.
- Waiver of Revocation And I myself, while I am alive, will not be able to change ²⁹my mind and have another countervailing document drawn up for the revocation of this deed of gift, ³⁰but it is warranted and unbreakable and unshakable¹⁵ forever.
- Penalty But, if ³¹I should wish¹⁶ in some way to change my mind or at any rate to undermine by trickery what is herein written, ³²I (must)¹⁷ provide, for violation of contract, gold, eighteen *solidi*,
- Reaffirmation ³³and also I (shall) not prevail against this deed of gift but abide by it permanently.
- Oath ³⁴For your greater security I have sworn by almighty God and the holy and ³⁵consubstantial Trinity of Christians that I am ready to embrace and abide by ³⁶all the aforesaid and not to undermine or violate them because
- Validity ³⁷I have come willingly and convinced to this deed of gift, which is valid and warranted, ³⁸over the signature of the one sign(ing) on my behalf.
- Acknowledgment And having been q(uestioned),¹⁸ I have expressed acknowledgment.
³⁹(2nd hand) ꝥ I, Aurelia Maria daughter of Dios, (my) mother (being) Taeit, a widow,¹⁹ the aforementioned, have had ⁴⁰the acknowledgment ³⁹drawn up, ⁴⁰and everything written in it is satisfactory to me as aforem(entioned).
- Signatory ⁴¹ꝥ I, Fl. Ioanes son of Abraamios, centur(ion) of the leg(ion) of Syene, having been asked, wrote ⁴²on her behalf since she is not literate.
- Witnesses²⁰ ⁴³(3rd hand) † I, Fl. Basileides son of Dios, sol(dier) of the leg(ion) of Syene, bear witness †.
⁴⁴(4th hand) ꝥ I, Fl. Papnouthis son of Dios, sol(dier) of the leg(ion) of Syene, bear witness.
⁴⁵(5th hand) ꝥ I, Fl. Eulogios son of Allamon, centur(ion) of the leg(ion) of Syene, bear witness.
⁴⁶(6th hand) † I, Fl. Ioseph son of Allamon, *ord(inarius)*, *augustalis*²¹ of Syene, bear witness †.

¹⁴ I.e., no heir may inherit more than an equal share, *excluding* the present gift from consideration in the estate.

¹⁵ ἀσάλευτον, that is, not capable of being undermined. Same root as in παρασαλεύσαι, undermine (line 31).

¹⁶ It is striking that a penalty appears to be imposed not only for an actual change of mind and the issue of a countervailing document of revocation, but even for merely considering such an act. A similar sequence is to be found in *TAD B3.7:14-15 (B41)*.

¹⁷ The text reads ἐξεῖναί μοι παρασχεῖν, "to be permitted to provide." This is ungrammatical and departs from the usual formula, "I acknowledge that I (must) provide ..." as in *P. Münch. 4/5V.34 (D34)*.

¹⁸ ἐπερωτηθεῖσα abbreviated only here and in the other early documents (*P. Münch. 15.14 [D20]*, 16.40 [D21], *P. Lond. V 1722.46 [D22]*). Similarly, these four documents (plus *P. Lond. V 1724.68 [D32]*) lack the additional phrase "face to face."

¹⁹ Note the absence of a male *kyrios*.

²⁰ Two of these witnesses, Papnouthis and Didymos, also appear in *P. Lond. V 1722.53, 54 (D22)*, and Eulogios, a third one, also appears in *P. Lond. V 1734.23 (D25)*, providing further evidence for a transitional date for this document. See J. Farber and B. Porten (n. 1, above).

²¹ To be rendered "distinguished centurion."

47(7th hand) ϣ I, Fl. Didymos son of Silvanos, former *vicar(ius)* of the legi(on) of Syene, bear witness †.

48(8th hand) ϣ I, Apa Dios son of Abraam, deac(on) of the ch(urch) of Syene, bear witness.

49(9th hand) ϣ I, Aurelius Menas son of Ioannes, of Omboi,²² bear witness.

Scribe

50(1st hand) † I, Fl. Georgios son of Mousaios, *adiut(or)*²³ of the leg(ion) of Syene, wrote the body (of the deed) †.

²² The metropolis, or capital, of the Ombite nome, one of the thirty nomes or administrative districts. Today known as Kom Ombo, located about fifty kilometers north of Elephantine on the right bank, it was then the first village to be met as one traveled downstream.

²³ ἀδιοῦτ(ωρ), a non-commissioned officer in the *limitanei*, the border guards: "... the unit's *adiutor*, who kept its records" (*LRE*, 675).

D24

P. Lond. V 1720 (Inv. No. 1793) + ST 439 (= P. Lond. V 1720v)

SALE OF EARRINGS AND PLEDGE OF METAL VESSELS

DATE: 3 February, 549 CE
 SIZE: 11.43 cm wide by 16.5 cm high
 LINES: 34 (= 18, parallel to the fibers on the recto, perpendicular to the join; lines missing at bottom; 1-line endorsement on verso, parallel to the fibers, and 15-line list in Coptic perpendicular to the fibers); folded from right to left
 PLACE: Thebes (found in Syene)
 PARTIES: Aur. Nonna daughter of Tsabinos to Aur. Maria daughter of Paulos
 OBJECT: 8 *solidi*
 WITNESSES: Lost
 SCRIBE: Lost

Nonna had borrowed an unknown amount of money from Maria and had left a pair of earrings with her as security. She now sells them to Maria for 8 *solidi* in cash. The relationship between the original debt and the 8 *solidi* is not clear; Bell assumed that the purchase price for the earrings included, in addition to the 8 *solidi*, the original amount of the debt. Seven years after this transaction, Maria must have made over to her father Paulos two pendants from one of the earrings which he gave as part of a pledge for a loan of five *solidi* (P. Lond. V 1719.8, 15 [D26]). The bottom of our document is missing but there is no reference in the preserved part to payment of the debt.

The Coptic text on the verso is an undated document that appears to have been written prior to the Greek text.¹ It lists six metal objects from a comparatively well-to-do household deposited at Petemout as a pledge for an interest-free loan of six *solidi*. No due date is given, but interest is in fact reckoned as equivalent to 1½ *solidi* (= about 20%).

RECTO

Date ¹(In the year) [afte]r the consulship of Fl(avius) Basilius, ²the most honorable, on Mecheir 9, in the twelfth ³ind(iction),
 Parties ⁴Aur(elia) Nonna daughter of Tsabinos, ⁵originating from Fort Kerameos² ⁶of the Theban nome,
 to Aurelia Maria ⁷daughter of Paulos, from Fort Memnoni(on)³ ⁸of the Hermonthite n[o]me,
 Salutation greet(ings).
 Transfer In return for ⁹one p(air) of Greek (style) earrings of gold,⁴ ¹⁰being mine (but) in [you]r (hands) as a mort¹¹gage for a certain⁵ [d]ebt ¹²owed to you by me — in

¹ L. S. B. MacCoull, *ZPE* 96 (1993) 229-234. The Coptic text was first published by H. R. Hall as part of H. I. Bell, *Klio* 13 (1913) 173-4, then republished by W. E. Crum in *ST* 439.

² Identified by Timm as Petemout (S. Timm, *Das christlich-koptische Ägypten* 4 [Wiesbaden, 1988], 1503-1505). Petemout had earlier been identified by Crum with modern Medamoud on the east bank of the Nile across from Thebes and northeast from Luxor. These identifications are discussed by L.S.B. MacCoull (n. 1, above) in her note to line 2 of the Coptic text.

³ Later Jeme.

⁴ This translation follows John Shelton (personal communication) rather than Bell, who thought only a single earring was meant and that the ζ/ was the common abbreviation for ζυγῶ, "in the weight" rather than for ζεύγος, "pair."

⁵ φανεροῦ in the sense of τινός (Bell).

accordance with this (document) I acknowledge that ¹⁴I have ¹³here ¹⁴received for it⁶ in full from you ¹³the full price of this (pair), which is ¹⁵gold, eight *solidi*.

Withdrawal Willingly, therefore, ¹⁶and convinced,⁷ I have been reconciled⁸ ¹⁷with you and I no longer ¹⁸have ¹⁷any claim⁹ ¹⁸again[s]t you concerning th[is, b]ut authority . . .¹⁰

VERSO

Endorsement¹¹ ¹⁹[R]enunciation¹² done by A[ur](elia) Nonna daughter of Tsabi(space)n[o](s).¹³

ST 439

PLEDGE OF METAL VESSELS¹⁴

Pledge I ¹ϕ The account of what was left on deposit (at) ²Petemout:¹⁵ six ³*solidi* (worth).

And the things that ⁴were pledged are these:¹⁶

⁵three pieces, silver vessels;

⁶two copper vessels;

⁷one bronze basin;

Loan these ⁸being pledged for six gold pieces.

Interest ⁹† And they are deposited without interest, which ¹⁰(would be) a *solidus* and six carats.¹⁷

Pledge II ¹¹These are the pledged things:¹⁸

a wash basin for washing ¹²hands;

an *arê*¹⁹ of copper;

¹³a small copper vessel;

¹⁴an oil vessel;

a candelabrum;

¹⁵a cauldron for water.

⁶ I.e., for the earring.

⁷ ἐκὼν . . . καὶ πεπεισμένος, "willingly and convinced" (here in the wrong gender) is a recurrent phrase in Transfer clauses, found in *P. Münch.* 7.7 (D36), 8.10, 37 (D23), 9.13 (D40), 11.9 (D45), 12.6 (D46); *P. Lond.* V 1724.12 (D32), 1727.22, (D38), 1733.11 (D49), 1735.2 (D50).

⁸ ἀπηλλάχθη (in passive voice only), "reconciled," is a term found in settlements of disputes, as in *P. Münch.* 1.42 (D29), 14.22, 57, 72, 86 (D48).

⁹ λόγος, lit. "word" (e.g. *P. Münch.* 1.24 [D29], 8.4 [D23]), occurs frequently in our documents as a technical term for a "word" in litigation, i.e. a "claim" (*P. Münch.* 1.33, 54 [D29], 7.47 [D36], 14.23, 64 [D48]; *P. Lond.* V 1728.10 [D39], 1730.18 [D41], 1731.24 [D42]). This usage is reminiscent of Aramaic דבב lit. "word," in the compound expression דבב ולא דין ולא, "without suit or process" (*TAD* B2.3:14 [B25], 2.4:15 [B26], 2.6:29 [B28], 2.8:10 [B30], 2.9:16 [B31]; 3.6:15 [B39]).

¹⁰ The sense was no doubt "but I give you authority to keep the said earring" (Bell).

¹¹ "This endorsement may be by the same hand as the rest, as, though it is in a different style, some of its forms resemble those of the recto" (Bell).

¹² [ἀ]ποταγή, found in the verb form in *P. Lond.* V 1730.16 (D41) and *P. Münch.* 10.11-12 (D43).

¹³ Space was left for a seal, but no trace of it remains.

¹⁴ Translated by L. S. B. MacCoull.

¹⁵ See n. 2 (above).

¹⁶ The objects are listed here by material in order of descending value: silver, copper, bronze.

¹⁷ There are 24 carats in one *solidus*.

¹⁸ In this second list the objects enumerated in the first list are detailed in order of ascending value: bronze, copper, silver.

¹⁹ An unknown type of vessel.

D25

P. Lond. V 1734 (Inv. No. 1795)

SALE OF A LIVING ROOM

DATE: Ca. 550 CE¹
 SIZE: 31 cm wide by 42 cm high
 LINES: 27, perpendicular to the fibers on the recto, parallel to the joins; about 30 or 40 lines missing from top including endorsement on verso; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Taeit daughter of Dios to PN (male)
 OBJECT: A living room
 WITNESSES: 6
 SCRIBE: Abraam son of Dios

Taeit sells for three *solidi* a living room (line 6) and her share of common property (lines 14-16) to a man whose identity is lost. A strip containing an endorsement on its verso was erroneously published by Bell as the protocol of this document, with which it was framed in the British Library, but that is actually the protocol of *P. Münch.* 9 (D40).² For this reason, and because of the new position for lines 11-13, the line numbers below differ substantially from those in the original publication.

RECTO

Transfer I

Price [the price mutually agreed upon and approved being genuine gold, three *solidi*, i.e., go(ld), 3 *so(lidi)*, ... which s]et³ ¹full price I have received in full from you, the p[urchaser, ²from your hand to] my hand, from your cashbox, in number and weight com[plete].

Warranty And ³I will warrant⁴ to you (the deed of sale)⁵ with every warranty always against anyone] who intends to bring [suit against you] ⁴or contend (about it).⁶ The man who intends to bring s[ui]t against you or cont[end (about it — him) I shall drive out] ⁵and cleanse (the deed of sale) at my own expense

¹ A new date with a new arrangement (see notes to lines 4 and 10) of the fragments, which the conservators of the British Library have now rearranged in their frame in the proper sequence. The buyer is always referred to in the masculine singular in this conveyance, but Bell suggested that a protocol fragment found with it bearing the names of Patermouthis and Kako on the reverse as an endorsement might indicate they were the buyers, the use of the masculine singular being an error. However, we have determined that the protocol unquestionably belongs to *P. Münch.* 9 (D40), which was written in 585 (J. Farber and B. Porten, *BASP* 23 [1986], 93-94). This document is probably roughly contemporaneous with *P. Münch.* 8 (D23), which we have dated c. 540, because Eulogios son of Allamon witnesses both. On the other hand, several phrases characteristic of later documents are found here, so it may be that this is a conveyance intermediate in date between the early and the late ones.

² See J. Farber and B. Porten, *BASP* 23 (1986), 93-94.

³ Restoring ἐγκειμένην on the model of *P. Lond.* V 1724.44 (D32); *P. Münch.* 4.41 (D34), etc.

⁴ βεβαιώσω. The adjective βέβαιος (e.g., *P. Münch.* 8.30 [D23]) = "warranted," i.e., guaranteed. The document serves the purchaser as a guarantee for his newly acquired property because it makes the seller liable for any claim against the title. Standard in all the sale documents, the Warranty clause was absent from deeds of gift (*P. Lond.* V 1729 [D37], 1730 [D41]).

⁵ Though these parenthetical words are used in every other warranty clause, Bell thought there was not room for them here. His judgment was confirmed by T. S. Pattie and H. Maehler.

⁶ The fragment bearing lines 11-13 belongs here rather than where Bell placed it. The wording is almost identical to (though a little simpler than) that in *P. Münch.* 11.44-48 (D45).

Investiture	in order that you here[after (may) control and] ⁶ own the s[ai]d living room and [...] ⁷ acquire (and) use in any way you choose, without let or hindrance.
Waiver of Suit	No ⁸ other person belonging to me by family or my children or descendants shall be able to bring ⁹ suit against you [or] b[ri]n[g action agains]t you or su[e] you or initiate arbitration ⁸ against you on account of this issue ¹⁰ [or ⁹ violate or shake this] deed of sa[le] ¹⁰ because it has thus been decided by me, ¹¹ being in control, ¹¹ to sell you the aforesaid living room, and I have received in full from you ¹² the price for this in gold, three <i>solidi</i> .
Validity	A(nd) I have drawn up for you ¹³ as (your) security ¹² this deed of sale, (which is) ¹³ valid and warranted, with the signature of the one signing on my behalf and of the ¹⁴ witnesses below.
Acknowledgment I	A(nd) having been questioned (face) to face, I have expressed acknowledgment.
Transfer II	Clearly, ¹⁵ (this includes) also the share belonging to me of the places in common from base ¹⁶ to air.
Acknowledgment II	And thus having been questioned, I have expressed acknowledgment. (2 nd hand) ꝥ I, Aurelia Tacit daughter of Dios, <i>a c(tuarius ?)</i> , ¹⁷ the aforem(entioned), have sold my share of the house at the price of ¹⁸ three ¹⁷ <i>solidi</i> , ¹⁸ and everything written herein is satisfactory to me as aforem(entioned).
Signatory	¹⁹ I, Fl. Abraam son of Paulos, ¹² <i>augustalis</i> of the leg(ion) of Syene, having been asked, ²⁰ wrote on her behalf since she is not literate ꝥ.
Witnesses	²¹ (3 rd hand) † I, A..., most hu(mble) pr(iest) of the church of Syene, bear witness. ²² (4 th hand) ꝥ I, Pasmēt ¹³ son of Tyrannos, deac(on) of the ch(urch) of Syene, bear witness. ²³ (5 th hand) ꝥ I, Fl. Eulogios son of Allamon, ¹⁴ c[en]t[ur](ion) of the leg(ion) of Syene, bear witness. ²⁴ (6 th hand) ꝥ I, Fl. Dios son of Paulos, sol(dier) of the leg(ion) of Syene, bear witness. ²⁵ (7 th hand) I, Fl. Apa Dios son of Martios, ¹⁵ sol(dier) of the leg(ion) of Syene, bear witness. ²⁶ (8 th hand) ꝥ I, Fl. Ioannes son of Antherios, sol(dier) of the legion of S<y>ene, bear witness.

⁷ For possible formulae to fill the lacuna see *P. Lond.* V 1724.52–54 (D32); *P. Münch.* 4.30 (D34), 9.73–75 (D40), 13.45–47 (D47).

⁸ For the sequence of the last three verbs (ἐνάγειν, ἐγκαλεῖν, κινήσαι) see *P. Münch.* 11.55 (D45).

⁹ Bell's lines 10 and 14 are really the same line. He did not realize this because he had the fragments in the wrong order.

¹⁰ Supplement based on the model of *P. Münch.* 13.54–55 (D47), using our new arrangement of the fragments and reading Bell's ?α]τιτας ... as]πρασιν.

¹¹ κυρίως ἐχούση. Compare the verbal form κυριεύειν in *P. Münch.* 8.21 (D23), etc.

¹² Owner of a house in the early conveyance *P. Lond.* V 1722.15 ([D22{530 CE}]).

¹³ Or possibly Pomet.

¹⁴ "The ink here is very faint, and the words Ἀλλαμῶνος and κεντρο/ could not be read without the help of the Munich document" (*P. Münch.* 8.45 [D23]) — Bell. T. S. Pattie, however, confirmed the reading to us.

¹⁵ The name of this soldier apparently occurs as that of an actuary some 25 years later (*P. Münch.* 1.60–61 [D29]; *P. Lond.* V 1723.25 [D30]).

Scribe

27(1st hand)¹⁶ Written by me, Abraam son of Dios.

TABLE OF LINE NUMBERS

(Bell's numbers are given first below, to the left of the equal sign.)

4=1	12=5
5=2	13=6
6=3	15=11
7=7	16=12
8=8	17=13
9=9	18=14
10+14=10	19=15
11=4	20=16

¹⁶ Bell believed this to be a ninth hand.

D26

P. Lond. V 1719 (Inv. No. 1805)

DEBT ACKNOWLEDGMENT

DATE: January 26-February 4, 556 CE¹
 SIZE: 16.8 cm wide by 17.8 cm high
 LINES: 19, parallel to the fibers on the recto, perpendicular to the join; folded from right to left; about 15 lines missing at bottom
 PLACE: Thebes (found in Syene)
 PARTIES: Paam and Paulos to PN
 OBJECT: 5 *solidi*
 WITNESSES: Lost
 DRAFTER: Lost

Paam, a priest, and Paulos owe PN the sum of five *solidi*. Paam's share of the debt is four *solidi* and he undertakes to repay it within the same month (Mecheir), apparently without interest. Paulos promises to repay by the month of Epeiph, five months later, at an interest rate of 12% per annum. The jewelry pledged as security includes two pendants of a gold earring, probably one acquired by Paulos' daughter Maria seven years earlier (*P. Lond. V 1720 [D24]*). *P. Lond. V 1721 (D27)* belongs together with these two documents and perhaps the creditor there, whose name is missing, is the same as the Syenian here.

RECTO

Date ¹[† (In the year) after the consulship² of the most h]onor[able Flavius Bas]jili[us, on Me]ch[e]ir [.], ²[in the] fourth in[di]cti(on),
 Parties ³[the Aurelians³ Paam ...], most scrup(ulous) pr(iest) of [the] holy ch[ur]ch ⁴[of Fort Memnonion]⁴
 and] Paulos,⁵ from the same Fort,
⁵[to Flavius⁶ ...]lios son of Psas[.], a Syenian from⁷ ⁶[?Fort Memnon]ion⁸ of the Hermonth[it]e nome,⁹
 Salutation greetings.
 Debt ⁷[We acknowledge that we have and] owe to you as [re]compense and repayment, ⁸[genuine gold to the num]ber of five *solidi*,

¹ In his earlier *Klio* article (SPBM, p.161) Bell had argued for this year, but in *P. Lond. V* he considered 541 CE more probable. R.S. Bagnall and K.A. Worp call 556 "inevitable" (*BASP* 17 [1980], 8-9).

² Restoring with Bell (SPBM, p.161) † μετὰ τὴν ὑπατείαν rather than the † ὑπατείας of his edition ("after the consulship" rather than "in the consulship") which would have dated the document to 541 CE.

³ Restoring the plural rather than Bell's singular, on the suggestion of John Shelton, since Paulos (line 4) is not styled "Aurelius."

⁴ Bell suggested Kastron Kerameos as in *P. Lond. V 1720.5 (D24)*, but if we equate the father of Maria daughter of Paulos of Kastron Memnonion (*P. Lond. V 1720.6-7 [D24]*) with the Paulos here from Kastron Memnonion, then we must restore [Memnonion].

⁵ Since the patronymic of Paulos was not given, "he was probably the father, brother, or son of Paam" (Bell).

⁶ Or Aurelius.

⁷ I.e., originating from. This seems to mean he is now living in Syene. That would explain the presence of this document in the Paternouthis archive, since it would have been in the possession of this man, the creditor. The designation "Syenian" appeared already in the Persian period (see *TAD* A4.10:6 [B22]; B5.2:2; C3.14:32).

⁸ Later Jeme.

⁹ Syene was about 200 kilometers upriver from Hermonthis, which was itself just a few kilometers upriver from Thebes.

Repayment I	Paam, ⁹ [the afores(aid) e]lder, who has received ¹⁰ four <i>solidi</i> , in the ¹⁰ [month] ⁹ of Mecheir ¹⁰ [in the fo]urth indicti(on),
Repayment II	and Paulos, ¹¹ [who will ¹¹ receive on]e ¹⁰ <i>solidus</i> , ¹¹ in the month of Epeiph in the begin(ning) of the fifth indicti(on), with the ¹² [hono]rarium ¹² [of it]. This is two thousand four hundred talents. ¹³
Pledge	¹³ [And for] your greater security we mortgage to you here, ¹⁴ ¹⁴ as [pledge] and mortgage, the ¹⁵ [gold] ¹⁴ armlet belonging to us ¹⁵ and two pendants of a gold earring. ¹⁵ And this is ¹⁶ [under yo]ur unfettered ownership until pay ¹⁷ [ment an]d [s]atisfaction of the aforem(entioned) debts with (their) interests. ¹⁶
Validity	¹⁸ [...] and [for y]our security we have [m]ade t[his ¹⁹ note]

¹⁰ See note to *P. Münch.* 1.31 (D29).

¹¹ Restored according to the suggestion of L.S.B. MacCoul. See next note.

¹² φιλοτιμεία, now interpreted to mean something like "honorarium" (L.S.B. MacCoul, *Tyche* 5 [1990], 63-66).

¹³ On a scale of 1 *solidus* = 48,000 talents this would be one-twentieth of a *solidus* (5% interest for 5 months = 1% interest per month = 12% interest per annum). See *P. Oxy.* XVI 1917 "and several other texts. Note, though, that this is not the only value attested. Cf also *P. Mich.* XI 607.22-23 note" (JS). Cf Jean-Michel Carrie in *Les dévaluations à Rome 2* (Gdansk, 19-21 octobre 1978), *Collection de l'École française de Rome*, 37 (1980), 253-270. We owe this last reference to Roger Bagnall.

¹⁴ The text reads εν τα, "in the," but that will not fit with the customary phrase which must be supplied in the following lacuna. Bell conjectures that ενθα, "here," was intended.

¹⁵ This may very well be the same gold earring which Maria daughter of Paulos had acquired by purchase from her debtor Nonna seven years earlier. The document recording that sale (*P. Lond.* V 1720 [D24]) would have accompanied the gold pledge and the present debt acknowledgment made over to the Syenian creditor (line 5).

¹⁶ τόκοις.

D27

P. Lond. V 1721 (Inv. No. 1794)

DEBT ACKNOWLEDGMENT

DATE: 26 May-24 June, 557 (or 542) CE¹
 SIZE: 11.4 cm wide by 10.2 cm high
 LINES: 12, parallel to the fibers on the recto, perpendicular to the join
 PLACE: Thebes (found in Syene)
 PARTIES: ?
 OBJECT: One-half *solidus*
 WITNESSES: Lost
 DRAFTER: Lost

PN records a half-*solidus* increase in his pre-existing debt to PN and indicates his readiness to pay it by Payni. Since he describes it as interest, perhaps it is in lieu of an interest payment which he missed. The document belongs together with *P. Lond. V 1719 (D26)* and *P. Lond. V 1720 (D24)* and perhaps the creditor here is the same as the Syenian in the former one.

RECTO

Date

Parties

Salutation

Debt

¹[I acknowledge that ²I have an]d owe to you [for re]³c[ompens]e a[nd] repayment ⁴g[e]nuine ³go[ld] ⁴in capital t[o the num]⁵ber of hal[f] a *solidus*, ⁶i.e., g²go(ld) $\frac{1}{2}$ *so(lidus)*,

Payment I

which³ I am ready ⁷to provide to you,

Interest

as inter[est]⁴ on the ⁹debt ⁸owed to you ⁹by me,

Payment II

in the month ¹⁰of Payni in the present sixth ¹¹[i]ndiction, without dis¹²[pute].Pledge (Validity?)⁵

A[nd] for your security . . .

¹ The only clues to a date are the reference to the sixth indiction in line 10 and the general similarity of this papyrus to *P. Lond. V 1720 (D24)* and 1719 (D26). Assuming that this debt acknowledgment belonged to the same Syenian creditor who held a similar note from early 556 (*P. Lond. V 1719 (D26)*), it is more likely that the present note was drawn up at about the same time rather than fifteen years earlier.

² Sic!

³ The text reads ὑπερ, "for, on account of," but Bell wanted to read that as an error for ὅπερ, "which." John Shelton was not happy with this solution (personal communication): "That is the simplest way of making sense of the text, but it produces such an unusual situation that it may still not be right. Alternatively read ὑπὲρ (οὐ) ["for which"] or interpret ὑπὲρ as error for καί ["and"] so that the half-*solidus* was the whole loan and the interest has fallen out of the text."

⁴ φιλοτ[ιμ]ίας. See note to *P. Lond. V 1719 (D26)*. John Shelton suggested instead (personal communication) restoring the usual word for interest, φιλοκ[ερδ]ίας, both here and in *P. Lond. V 1719.12 (D26)*.

⁵ This would be the Pledge clause on the basis of *P. Lond. V 1719.13 (D26)* but the Validity clause on the basis of *P. Lond. V 1719.18 (D26)*.

P. Rein. II 107 (Institut de Papyrologie de la Sorbonne Inv. 2078)

DEBT ACKNOWLEDGMENT

DATE: 27 March, 573 or 558 CE¹
 SIZE: 36 cm wide by 11 cm high
 LINES: 10 (= 7, parallel to the fibers on the recto, perpendicular to the joins; 3-line endorsement on verso, parallel to the fibers); folded from right to left
 PLACE: Syene
 PARTIES: Aur. Allamonos (also called Eiot) son of Prepositos to Abba (Father) Iakobos
 OBJECT: One gold *solidus*
 WITNESSES: 1
 NOTARY: Not stated

The smith Allamonos of Syene acknowledges a debt of one *solidus* apparently to a monastery in the Coptite nome where Iakobos is the abbot. There is no mention of interest and the loan is to be repaid at the wish of the creditor. The lone witness is from Diocletianopolis, near Coptos, suggesting that the contract was drawn up at the monastery in that vicinity rather than at Syene. Were the document indeed discovered at Syene, it would mean that the loan had been repaid and this contract had reverted to the borrower.

RECTO

Parties² ¹ϥ To the holy monastery of Phel³ through you⁴ Father⁵ Iakobos, most devout priest and abbot of the ²same monastery of the Coptite nome,⁶
 (from) Aurelius Allamonos, also (called) Eiot, son of Prepositos, ³smith of Syene,
 Salutation greetings.
 Debt I acknowledge that I have of you(rs) and owe to you gol[d], one *solidus* in the weight of the Syenians,⁷ i.e., go(ld), 1 *s^ol(idus)*.
 Repayment ⁴And I am ready to provide the same to you, and to pay you in full whenever you may wish, unambiguously.⁸

¹ Collart's date was simply the second half of the sixth century. For this precise date see note to Date clause. Many improvements to Collart's readings were made by G. Husson, who graciously provided them to us.

² Only here in our documents do we find a reversal of the usual order "(From) PN₁ to PN₂." It is probably due to the exalted status of the abbot that his name took precedence.

³ A Coptic document cites a "monk (of the monastery ?) of Apa Samuel of Phel," a site of uncertain location, but placed by W. E. Crum in the vicinity of Jeme, i.e., in the Coptite nome (S. Timm, *Das christlich-koptische Ägypten* [Wiesbaden, 1988], IV, 1922-3).

⁴ δὲ ὑμῶν new reading by J.L. Fournet, reported by A. di Bitonto Kasser, *Aegyptus* 74 (1994), 85. The plural is the *pluralis maiestatis*. G. Husson reads δὲ ἡμῶν, "through us," but in this period the letters η and υ were frequently confused: "spelling interchange of eta and upsilon is so pandemic in Roman and Byzantine Greek that what it should have said is no guide to what the scribe actually wrote" — R. Bagnall in a personal communication.

⁵ ἄββᾶ = Aramaic אבא, "father."

⁶ Coptos is the leading city of the Fifth Nome of Upper Egypt.

⁷ Misspelled as Συνηιτῶν instead of Συνηιτῶν — Husson, who added several new readings to this line.

⁸ ἀναμφιβόλως. Only here in our texts.

Validity	The security is va[lid] ⁵ and warranted ⁹ with my signa(ture) ¹⁰ as aforementioned, (and everything is) s(atis)f(actory to me).
Date ¹¹	1 Pharmouthi, in the sixth ind(iction). ¹²
Acknowledgment	(2 nd hand) † ἸΟΤ ¹³ SON OF PREPOSITOS, ⁶ THE SECURITY IS SATISFACTORY TO ME AS AFORE(mentioned) †. ¹⁴
Witness	(3 rd hand) ⁷ Ι, ⁶ Theopemptos son of Christophoros, <i>nomik(arios)</i> ¹⁵ of Diocl(etiano)pol(is), ¹⁶ bear witness to the security, having heard (it) from Eiot who is also the contracting party †.
Endorsement	VERSO ⁸ † Security of Allamonos, also (called) Eiot son of Preposi[t]os, ⁹ smith of Syene, ¹⁰ (for) go(ld), 1 <i>so(lidus)</i> †.

⁹ This abbreviated Validity clause appears in all our early Byzantine documents up to 11 March, 574 (*P. Münch.* 15 [D120], *P. Münch.* 16 [D21], *P. Lond.* V 1722 [D22], *P. Münch.* 8 [D23], *P. Lond.* V 1734 [D25], and *P. Münch.* 1 [D29]). Two early loan contracts are fragmentary and the Validity clause is completely missing (*P. Lond.* V 1721 [D27] and *P. Lond.* V 1719 [D25]). Outside of Syene the expanded version, adding the statement "... wherever brought forward," first appears in a loan contract from Antinoopolis from 569 (*P. Mich.* XI 607.28) and at Syene it first appears in a loan contract of 577 (*P. Lond.* V 1723.19-20 [D30]) and then in virtually every conveyance and loan contract thereafter. The early Byzantine Validity formula found in *P. Edmonstone* 18 (D18) reads "I have come to this manumission which I have contracted as valid and warranted wherever it is produced" and differs markedly from that found in both the early and the late Byzantine documents, and is thus not relevant for dating *P. Rein.* II 107 (D28). For an attempt at an exact date of our document see note to Date clause.

¹⁰ Only here among our documents does the party drawing it up sign for himself in the Acknowledgment clause. Ordinarily, the parties were not literate, and this clause would end "with the signature of the one signing on my behalf."

¹¹ Given the dating parameters arrived at on the basis of the Validity clause, and accepting the editor's palaeographic dating to the second half of the sixth century (569-577 CE), the sixth indiction would suit either year 6 of Justinianus (558 CE) or year 8 of Justinus II (573 CE), and our document would thus date either to 27 March, 573 or 558.

¹² Here and in *P. Lond.* V 1732.10 (D44) the date is not written at the beginning but at the end, perhaps because, in both cases, there is omission of the expansive regnal year formula. Such omission was standard procedure in the Coptic deeds of obligation on ostraca (*KSB* I 024[E5], 026 [E6], 028 [E7], 030 [E8], 027 [E9], 035 [E10]), the terms of which were doubtless of short duration.

¹³ So, with cross, rather than Eiot (G. Husson).

¹⁴ Eiot ("Father") identified himself not by his Greek but by his Egyptian name and was so identified in the next line by the lone witness. The whole Acknowledgment is written in large uncials, as is the Signature in *P. Münch.* 6.84 (D35).

¹⁵ Lawyer or notary.

¹⁶ The former Apollinopolis Parva (modern Kus), eleven kilometers south of Coptos.; A. Calderini, *Dizionario dei nomi geografici e topografici dell' Egitto greco-romano* [Milan, 1973], II.1, 106.

D29

P. Münch. 1 (Inv. No. 96) PLATE 10

ARBITRATION OF DISPUTE OVER LEGACY

DATE: 11 March, 574 CE
 SIZE: 32.5 cm wide by 76 cm high
 LINES: 66 (= 65, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Victor, Paeion, and Tsia, children of Dios, and Tlou, his widow, to Aur. Iakobos son of Dios
 WITNESSES: 4
 NOTARY: Victor son of Petros¹

Arbitration was a popular extra-judicial procedure designed to avoid a trial in court and supported by the legislation of Justinian (*D.* 2.15.1). The parties would settle their differences in a friendly manner, according to the decision of a mutually satisfactory arbitrator which might be an official military body (as here, line 19), a noted cleric (*P. Münch.* 14.32-33 [D48]) or simply some anonymous friends (*P. Münch.* 6.3-5, 23 [D35], 7.34 [D36]). The controversy, the decision, and the consent of the parties together with their waiver of future action are usually, if not always (cf. *P. Münch.* 6.3-5 [D35]), recorded in a binding document.² The Patermouthis archive contains three such documents: *P. Münch.* 1 [D29], 7 [D36], and 14 [D48] (in addition, *P. Münch.* 6 [D35] may be of this type as well).

The document is, according to the agreement made by the parties, a settlement ending a quarrel among siblings over their father's estate. One party consists of two brothers, Victor and Paeion, and their sister Tsia, together with their mother Tlou, who is their ally. On the other side stands the brother Iakobos, made a "partner" by the dead father Dios and suspected by his brothers and sister of being favored. He had participated in the father's shipping business during the latter's lifetime (lines 11-13).

The first operative paragraph (*Suit*) is quite lengthy and consists of four parts: 1. an act *ante mortem* (lines 11-13); 2. a *post mortem* receipt of legacy (lines 13-15); 3. suit (lines 16-18); 4. arbitration decision (lines 19-24). An identical fourfold formula is found in *P. Münch.* 7 + *P. Lond.* V 1860 (D36). In our document the arbitration was undertaken by the Board of the Dedicated Leaders of the Regiment of Syene, which, upon hearing both parties, had found that "Iakobos was in possession of nothing at all of our father's property" (line 21). The Board had imposed an oath on Iakobos that "nothing of our father's property was left with you" (line 24), in return for which the three siblings now withdraw their present claim and waive any future claim against Iakobos and his heirs. Their renunciation and promise are similarly reinforced by an oath, the violation of which is subject to penalty (lines 44-50). In an addendum (lines 53-55) they acknowledge that they have received from him a gold *solidus* which he had earlier received from their father, Dios, in connection with military service.

A Latin translation was provided with the republication in *FIRA III*, 184, 576-582.

¹ Perhaps the actual scribe and perhaps the notary who dictated to the (anonymous) scribe. See note to line 64 below.

² See Berger, *Dict.* (s.v. "Transactio") and *LGRE*, 403-406.

RECTO

Sigla	¹ [†] χμγ ³ †
Date	³ In the [n]inth [y]e[ar] ² of the reign and consulship of our most divine master Flavius Justinus Minor, the ³ eternal August[us, Emperor], on Ph[a]menoth 15, in the seventh ind(iction),
Parties	⁴ we, the Aurelians Victor and Paeion and Tsi[a], the wife of Hatres, who is in agreement with her, ⁴ the ⁵ three being siblings of the same family, whose father (is) Dios, also (called) Pasaraei, ⁵ (and) whose mother (is) ⁶ Tlou, who ⁶ is convin[ced and joins in consenti]ng and affirms everything ⁷ agreed to in this settlement, ⁷ (all) originating from Syene, ⁸ providing ⁷ both a signatory ⁸ below ⁸ signing on their ⁹ behalf and witnesses bearing witness below to this ⁹ settlement acknowledgment, † to Aurelius Iakobos, our own brother born of the same father, ¹⁰ of the aforesaid Dios, also (called) Pasaraei, and of Tlou, coming from the same Syene,
Salutation	¹¹ greetings.
Suit	Since our mentioned father Dios, while he was alive, ¹² had made you, the aforesaid Iakobos, ¹³ partner ¹⁰ in his shipping business ¹² as if you had reached manhood and had attained the ¹³ required age; ¹¹ and when ¹⁴ our ¹³ said ¹⁴ father Dios had come to the end of his life, ¹⁵ we received ¹⁴ (the advance) ¹² left by our blessed ¹³ ¹⁵ father through me myself, the aforesaid Tlou, our mother;

³ A Christian symbol or sigla also appearing in contexts other than that of legal documents. The meaning is uncertain. Some suggestions have been C(hristus) M(ichael) G(abriel) (H.-W.); Christ Is Witness, or May Christ Be Witness, or I am Christ's Witness (A. Gostoli, *Studia Papyrologica* 22 [1983] 9-14); Mary, Mother of Christ (B.P. Grenfell and A.S. Hunt, *New Classical Fragments and other Greek and Latin Papyri* II [Oxford, 1897], 112[a] and G. Lefebvre, *Insc. gr-chr. d'Égypte*, No. 663). The debate continues: G. Robinson, *Tyche* 1 (1986), 175-177; G.R. Fantoni, *Corpus Papyrorum Raineri* XIV 32.32n; M.G. Sirivianou, *The Oxyrhynchus Papyri* LVI 3862.1n.; L. S. B. MacCull, *BASP* 27 (1990), 156.

⁴ This phrase may indicate that a husband, here Hatres, as the guardian of his wife, here Tsia, had to approve of her public legal transactions even though statutory guardianship had been repealed by the Emperor Julian (*LGRE*, 170-178). Arangio-Ruiz, however, argues that this merely reflects the community property of spouses (*FIRA* III, 184, p. 577).

⁵ A line is drawn over this name here, over Tlou in lines 6, 10, and 15 (but none is visible over Basilides in line 58, contrary to H.-W.), and also over Paptios (*P. Münch.* 11.36 [D45]) and over Tselet (*P. Lond.* V 1733.32 [D49]). It was a means of drawing attention to a non-Greek name. The name Dios, very popular in our documents, apparently gave rise to aliases to distinguish one from the other.

⁶ Refers only to Tlou.

⁷ This document labels itself repeatedly as a "settlement" (διάλυσις [lines 7, 28, 37, 40, 47, 51, 66]), once as "settlement acknowledgment" (9), and once as "acknowledgment of the settlement" (28). The subject of settlements is treated extensively in T. Gagos and P. van Minnen, *Settling a Dispute: Toward a Legal Anthropology of Late Antique Egypt* (Ann Arbor, 1994).

⁸ The signatory describes himself and his activity in lines 58-59.

⁹ *Sic.* A lapse into the objective style from the otherwise consistent subjective style.

¹⁰ συνεργαζόμενον, "working together with" (a participle).

¹¹ We are unable to determine what this means. The age at which majority begins in this period is not known; in the second century it may have been 14, at which age one became liable for the poll-tax (cf. *P. Oxy.* XII 1452).

¹² προχρεία. The word must have been inadvertently omitted by the scribe, but Heisenberg believed it should be supplied on the model of line 17. Its meaning is difficult. Basically some kind of advance payment in connection with a loan, it may mean here "an advance against the expectation of inheritance" (John F. Oates in a private communication).

¹³ μακαρίω = "blessed," i.e., "late."

¹⁶and (since) [...] we instituted a suit¹⁴ against you, saying that there was left with you ¹⁷something of the advance of the same blessed father of ours, and you, the said Iakobos, ¹⁸assured us verbally¹⁵ that nothing of our father's property had been appropriated by you;

Settlement

¹⁹and since the contention was becoming lengthy, we chose the Board of the Devoted¹⁶ ²⁰Leaders of the Regiment of Syene, who, after they had heard the matters under dispute between us, decided ²¹that you were in possession of nothing at all of our father's property. And as a warranty ²²and complete reconciliation of the contention initiated by us against you, and to forestall¹⁷ ²³any quarrel¹⁸ that might be initiated against you by us, they determined that we should receive a ²⁴sworn word¹⁹ that nothing of our father's property was left with you.

Satisfaction

These ²⁵matters, then, being decided by us and pleasing to us, after we had gotten from you the sworn and dreadful ²⁶oath upon the divine and immaculate and august relics,²⁰ that ²⁷you have appropriated ²⁸absolutely nothing ²⁷of this same paternal property, we have come to this ²⁸acknowledgment of the settlement, by which we acknowledge, we the aforesaid Victor and ²⁹Paeion and Tsia, of our (own) free will and with self-chosen volition and guileless resolve,²¹ apart from ³⁰any guile or any fear or force or deception or compulsion or deceit,²² that first, we have received ³¹and accepted²³ from you the awesome oath upon the holy and blameless relics that nothing ³²of our father's is being retained by you, not even the least thing.²⁴

Withdrawal

Secondly, we acknowledge that ³³we have and shall have ³²no ³³claim against you, the said Iakobos our brother, ³⁴concerning the advance left by our mentioned father, Dios, ³⁵or concerning any sort of property pertaining to our father's legacy, whether it was small ³⁶or large, thought of or not thought of, said or not said, whether it came into the open ³⁷or not, posted in this settlement or not posted.

¹⁴ ἐξαγωγήν, an "ejectment" in earlier law, an action to recover real estate held by someone else, but here probably only the initiation of a challenge to the right of Iakobos to hold certain property.

¹⁵ Lit., "thoroughly warranted, saying ..."

¹⁶ καθοσσιωμένων. Could also mean "dedicated."

¹⁷ ἀποσόβησιν, "a frightening away."

¹⁸ ἐρεσχειλίας. The word also means "foolery, nonsense."

¹⁹ That is, an oath reinforcing his earlier verbal assurance (line 18). Note the oath which the judge in *P. Münch.* 6.55ff [D35] imposes on the defendant. Judicial oaths appear prominently in the settlement of disputes in the Aramaic documents (*TAD* B2.2:6, 11-12 [B24], 2.8:5 [B30]; 7.3:1-3 [B52]), but never to reinforce a promise or to sue, as here (lines 44-47).

²⁰ What these relics were is not known.

²¹ προαιρέσει, "resolve," a different word from "resolution" in line 22 (ἀπαλλαγὴν) and "resolved" (ἀπηλλάχθαι) in line 42.

²² Cf. Hebrew נגד נבני, "mental theft" (2 Sam. 15:6). See further discussion at note to *P. Münch.* 9.15 (D40).

²³ λαμβάνω, usually "receive," is here rendered "accept," because it appears here and in lines 53 and 55 in synonymous conjunction with δέχομαι, a less frequent word in these documents, which we also render "receive" (*P. Münch.* 1.23, 30, 53 [D29], 2.3 [D31]; *P. Lond.* V 1724.58 [D32]; *P. Münch.* 6.15 [D35]; *P. Lond.* V 1730.14 [D41], 1731.20, 21 [D42], 1735.6[?] [D50]).

²⁴ μέχρι εὐτελοῦς τινοῦ, "until something paltry."

Waiver of Suit	We shall absolutely not bring suit against ³⁸ you, not we ourselves or our heirs or our successors or assigns ²⁵ nor ³⁹ shall we bring action against you or your heirs or your successors or assigns, nor shall we sue ⁴⁰ nor shall we violate or undermine this settlement now or on any occasion, ⁴¹ in any way or (on any) pretext or stratagem or sophistry, ²⁶ in court or out ⁴² of court ²⁷ because, as we said, we have been reconciled with you concerning all issues and ⁴³ every seed of litigation and action relating to this case or which is able to relate (in the future) has been eliminated.
Oath	⁴⁴ Furthermore, in addition to that, we have sworn the divine and awesome oath by almighty God ⁴⁵ and by the victory and the piety of the most powerful masters of the world, the Fl(avians) Justinus Minor and ⁴⁶ Aelia Sophia, ²⁸ the eternal Augusti, emperors, not to challenge you nor bring action against you nor ⁴⁷ sue you any longer, nor to violate or undermine this settlement.
Penalty	But, if we should wish on any occasion ⁴⁸ to bring action against you or proceed against you concerning this case, first, we shall be patently ²⁹ liable for (violation of) the ⁴⁹ divine oath and (subject) to the risk and complaint of perjury; secondly, we shall recognize (that we must provide), because ⁵⁰ of the attempt and [the violation], go[ld], two [<i>unciae</i>], i.e., go(ld), 2 <i>unc(iae)</i> . ³⁰
Reaffirmation/Validity	Also, nothing ³¹ (shall) prevail against the ⁵¹ arrangements in this settlement, which, for your security, we have made valid and warranted and lawful, ⁵² [wit]h the [sig]nature of the one signing on our behalf and of the witnesses below.
Acknowledgment I	In answer to the (formal) question, ⁵³ we have expressed acknowledgment †. ³²
Addendum	We have clearly received ³³ from you one <i>solidus</i> in the weight of Syene, ³⁴ which

²⁵ διακάτοχοι, "possessors" (of property). Precisely the same sequence of heirs, successors, assigns (κληρονόμων, διαδόχων, διακατόχων) occurs in *P. Münch.* 7.58 (D36), 9.77-79 (D40), 14.65-66 (D48); *P. Lond.* 1735.9-10, 12 (D50).

²⁶ For the recurrent three part formula (occasion, way, pretext) see note on *P. Münch.* 14.9 (D48). Later scribes added the pair "strategy or sophistry" (*P. Lond.* V 1730.21 [D41]; *P. Münch.* 14.66-67 [D48]).

²⁷ This same formula ("at the present ... sophistry") appears in an abridged form in *P. Lond.* V 1730.20-21 (D41) and in expanded form in *P. Münch.* 14.66-70 (D48).

²⁸ The scribe wrote σοφας, probably by mistake.

²⁹ φανησόμεθα, "we shall be exposed."

³⁰ One *uncia* = one ounce, reading ὄγκ(ιαι) with K. Wessely, *Wochenschrift für Klassische Philologie* 31 (1914), 971.

³¹ "This clause is actually the third result of renewing the suit: conceivably someone might be willing to (a) endure prosecution for perjury and lèse majesté and (b) an additional fine to upset this agreement, so it is added that (c) the attempt will lead to nothing anyway" (JS). The scribe has blended the successive, but usually distinct, Reaffirmation ("and nothing shall prevail") and Validity ("security") clauses; see *P. Münch.* 4.36-45 (D34); *P. Lond.* V 1731.30-37 (D42); *P. Münch.* 11.58-68 (D45), 12.45-49 (D46), 13.62-68 (D47).

³² The text originally ended here, as the cross indicates. The following words up to the cross on line 55 are indeed perhaps by the same hand, but, like the signatures, written with a blunter pen and darker ink. The lines also stand more closely together and run less precisely than earlier ones. So, it seems that they were added later, during the signing of the document, at the desire of the parties.

³³ ἐδεξάμεθα

³⁴ The "weight of Syene" is the measure employed in all the late documents in this archive and in a Coptic debt acknowledgment (*KSB* 1026.4 [B6]), that is, those written after about 550 CE. See L.C. West and A.C. Johnson, *Currency in Roman and Byzantine Egypt* (Princeton, 1944), 154.

- ⁵⁴our mentioned father Dios ⁵³gave ⁵⁴to you for the military (fee)³⁵ of you his³⁶ son, and we have no claim against you ⁵⁵concerning this matter because, as we said, we have accepted it from you and have so acknowledged †.
- Acknowledgment II (2nd hand)³⁷ † We, the Aurelians Victor and Paeion ⁵⁶and Tsia, whose father (is) Dios, (also called) Pasaroei, (and) whose mother (is) Tlou, who³⁸ is convinced ⁵⁷and joins in consenting, the afore(entioned), have had this settlement drawn up and it is satis⁵⁸factory to us as afore(entioned).
- Signatory Fl. Iakob son of Basileides, former *actuar(ius)* of the regi(ment) of Syene, ⁵⁹having been asked, wrote³⁹ on his⁴⁰ behalf since they are not literate.
- Witnesses (3rd hand) † I, Fl. Menas son of ⁶⁰Didymus, sol(dier) of the regiment of Syene, bear witness †.
- (4th hand) I, Fl. Apa Dios son of Martios, former ⁶¹*actuar(ius)* of the regiment of Syene, bear witness to the acknowledgment, having heard it from ⁶²the contracting parties †.
- (5th hand) † I, Fl. Isak son of Iakobos, sol(dier) of the regiment of Syene, bear witness †.
- (6th hand) † I, Fl. Komes son of Paamios, sol(dier) of the regiment of Syene, bear witness †.
- Notary (7th hand)⁴¹ Finished by me, Victor son of Petros, on Phamenoth 15, the ⁶⁵seventh ind(iction), in Syene †.
- Endorsement **VERSO**
⁶⁶(1st hand) † Settlement in the na(mes) of Victor and Paeion and Tsia, sib[lings] of the same family], to Iakobos.

³⁵ ὑπὲρ στρατευσίμου. Could be taken as either enrollment fee (*LRE*, 669) or exemption fee (*LSJ*, *s.v.*). If the payment had been for Iakobos, see next note. The interpretation as exemption fee would be borne out by the fact that Iakobos is never designated as a Flavius and thus seems never to have entered military service. If the payment had been for Iakobos' (unnamed) son, the first interpretation (enrollment fee) might be right, since Iakobos' son Ioannes did become a soldier of the regiment of Syene (*P. Münch.* 7.86 [D36]) and acquired the designation Flavius (*P. Lond.* V 1728.23 [D39]).

³⁶ τοῦ υἱοῦ σοῦ. The expression is awkward and has been taken to refer either to Iakobos himself (H.-W.) or to his son Ioannes (J. G. Keenan, *BASP* 27 [1990], 142 with n. 13).

³⁷ Fl. Iakob, the second hand, who signs here for the siblings, is very shaky in his Greek. He misspells twelve words in his four lines.

³⁸ Refers only to Tlou.

³⁹ ἔγραψε error for ἔγραψε, "wrote."

⁴⁰ αὐτοῦ, error for αὐτῶν, "their."

⁴¹ So Heisenberg, but it is not impossible that this might be the first hand again. Herwig Maehler has observed that, when a scribe came to the point in his document where he acknowledged his own work, he might well have altered the style of his hand (oral communication). Wenger notes that Victor son of Petros appears to have written not the whole document, but only these lines, although he says he "finished" it (cf. L. Mitteis, *Archive für Papyrusforschung*. 3 (1917), 174f.). We might say, in modern parlance, he "signed off on it." The calling in of assistants for a scribal transaction was, through *Nov. Just.* 73.7.1, expressly declared to be allowable: "in the case of contracts drawn up for the market, if the *symbolaiographos* [notary] should pass and testify on oath, if he did not write it by himself, but through one of his subordinates, etc." Mitteis observes that the documents that have come down to us mostly represent only the final copy and that, even if the notary personally had written the first draft, he will not always have published it by writing the final copy himself. The word "finished" is thus also here "not to be taken literally, but in the juristic sense, that the document is composed in his office and under his responsibility." The supplementary law (*Nov. Just.*) would also cover the case of the calling in of more scribes, which is perhaps true here. Note that in *P. Münch.* 12.59 (D46) the author (if rightly read) applies his mark only in the subscription.

D30

P. Lond. V 1723 (Inv. No. 1801)

ANTICHRETIC LOAN

DATE: 7 September, 577 CE
 SIZE: 23.2 cm wide by 32.4 cm high
 LINES: 29, parallel to the fibers on the recto, perpendicular to the joins; two to three folds missing along left edge including endorsement on verso; folded from right to left
 PLACE: Syene
 PARTIES: Flavius Apa Dios son of Kyriakos to Aur. PN, helmsman, and Aur. Anastasia
 OBJECT: 4 *solidi*
 WITNESSES: 3
 SCRIBE: Markos son of Apa Dios

This document is a "mortgage note" (line 19) for an antichretic loan. Apa Dios borrows 4 *solidi* (3 from an unknown man and 1 from a woman named Anastasia, perhaps the man's wife) and pledges a quarter-share of an inherited house as security (lines 11-18). He grants the debtor "authority and ownership and sway" over, and use of, the property (lines 16-17) in lieu of interest.¹ Just how this document and, we may assume, the property which underlies it came into the hands of Paternouthis remains unclear.

RECTO

Date ¹[†] ²In the [tw]elfth [year ¹of the reign] of our most divine master Fl. Justi[n]us, the eternal Augustus, [Emperor, in ³the tenth year] ²after the second consulship of our same most serene master ³and in ⁴the third year ³of Fl. Tiberius, our most fortunate and most benevolent Caesar, ⁴[our greatest benefactor],² on Thoth 10, in the eleventh indic(tion),
 Place in Syene, '—³
 Parties ⁵[Flavius Apa Dios] son of Kyriakos, (his) mother (being) Tsacho, sol(dier) of the regiment of Syene,
 to Aurelius ⁶PN son of PN, helmsman from the same Syene,
 and to Aurelia Anastasia daughter ⁷of PN, from the same (city) of the Syenians,
 Salutation greetings.
 Loan I acknowledge that I have gotten and ⁸[have borrowed from] you today for my own essential needs, from you, ⁹[PN, gold], three [*sol*]idi and from you, Anastasia, gold, one *solidus* ¹⁰[in the weight of Syene], (totaling) genuine [go]ld, four *solidi*, i.e., go(ld), 4 *s(ol)idi* in the weight of Syene . . .
 Pledge I ¹¹And for your security⁴ I have mortgaged as pledge⁵ and ¹²[as mortg]age the quarter-share belonging to me of the house of my mother —
 Description ¹³[this is the x] share o[f t]he [co]urt, with its entrance and exit;⁶

¹ See, *LGRE*, 286f.² So restored by Bell.³ These two marks appear in the papyrus following the name, Syene.⁴ In the genitive case, not the accusative, as in other occurrences (e.g., *P. Münch.* 8.34 [D23]).⁵ ἐνεχύρου. Also in *P. Münch.* 14.97 (D48); *P. Lond.* V 1736.17 (D51), 1737.13, 18 (D52).⁶ For this description of a court, cf. *P. Münch.* 16.37 (D21). Bell was uncertain of the reading of court.

	and the western ¹⁴ [... ⁷ ...] symposion ⁸ on the second floor; and ¹⁵ ... on the third floor above the symposion of ⁹ Taam —
Pledge II	so that ¹⁶ [all] ¹⁵ the above-cited ¹⁶ [be] under your authorit[y a]nd owner[sh]ip ¹⁰ and sway, ¹⁷ [and you may] use [them] un[t]il the satisfac[ti]on of the aforesaid ¹⁸ genuine gold, four <i>solidi</i> , at my own r[is]k. ¹¹
Validity	And for your ¹⁹ [security] I have made for you this mortga[ge no]te, ¹² which is vali[d] ²⁰ [and warranted wh]erever it is brought f[or]ward, ¹³ w[i]th the sig[na]ture of my ²¹ [signator]y.
Acknowledgment	And having been questioned (face) to f[ac]e, I have expressed acknowledgment a(nd) executed (the deed) Ϝ. ²² (2 nd hand) [† I, Fl. Apa Dios son of Ky]ri[ak]os, (his) mother (being) Tsacho, from Syene, the aforem(entioned), have had this ²³ [security of fo]ur <i>solidi</i> ²⁴ drawn up, ²⁵ and everything is satisfactory to me as aforem(entioned). ¹⁴
Signatory	I, Fl. Paulos ²⁴ [son of PN, sol(dier) of the regi]ment of Syene, having been asked, wrote on his behalf since he is not literate.
Witnesses	²⁵ (3 rd hand) [† I, Fl. Apa Dios] son of Martios, <i>actuaris</i> ¹⁵ of the regiment of Syene, [be]ar witness to the security, ²⁶ [having heard (it) fro]m Apa Dios, who is also the contracting party, having told (it) to me and being present in a pub ²⁷ [lic place] †. ¹⁶

⁷ Bell supplies μέρος, "share."

⁸ Bell restored this word in the genitive case, assuming that it was only a partial share of the symposion (cf. line 13 above and *P. Münch.* 9.30-31 [D40]), but it might also have been a complete symposion (cf. *P. Münch.* 11.28 [D45]).

⁹ Mark appears in text.

¹⁰ The pair, "authority and ownership," occurs also in conveyance Transfer clauses (*P. Münch.* 9.28-29 [D40], 12.11-12 [D46]).

¹¹ The reference and meaning of this phrase are elusive. In *P. Münch.* 3.2-3 (D33) it follows a promise to pay an obligation "without delay, free of interest." Here it follows the authorization to use the pledged property until full payment of the loan is made, and would mean that the creditor may use the property at the debtor's own risk. But it is separated from that authorization by a scribal dot which may have intended it to serve as an introduction to the following Validity clause. In that position the phrase would mean that the document was drawn up at the borrower's expense. See U. Wollentin, *ὁ κίνδυνος in der Papyri* (Diss. Köln, 1961).

¹² ὑποθηκιαῖον γραμματεῖον. For the term "note" see footnote to *P. Lond.* V 1728.11 (D39).

¹³ This emphasis on universality is absent from the Validity clause of the four early and transitional documents (*P. Münch.* 15.12-14 [D20]; 16.39-40 [D21]; *P. Lond.* V 1722.45-46 [D22], 1734.12-13 [D25]) but regularly present in the increasingly expansive Validity clauses of the later documents, beginning with this present one.

¹⁴ The / is in the document.

¹⁵ Bell restored the name on the basis of *P. Münch.* 1.60 (D29), remarking, "the hand is probably the same." In that earlier document (574 CE) the witness designates himself as ἀπὸ ἀκτουαρίων, former *actuaris*, yet in this later document (577 CE) he calls himself ἀκτουάριος, indicating he had returned to his prior post (personal communication from J. G. Keenan). Bell notes that the Fl. Apa Dios son of Martios in *P. Lond.* V 1734.29 (D25) is "certainly different," yet in his note to that document he writes, "Perhaps, but not certainly, different from the person so called" in *P. Münch.* 1.60 (D29); *P. Lond.* V 1723.25 (D30).

¹⁶ This expression occurs only once more in our documents, and there the word order is reversed: "being present and having told (it) to me in a public place" (*P. Lond.* V 1729.47 [D37]). The fuller wording represents an expansion of the witness' statement and is identical to a similar expansion occasionally found, in whole or in part, in the Signatory clause (*P. Lond.* V 1729.47 [D37], 1727.66 [D38], 1735.23-24 [D50]; *P. Münch.* 9.102-103 [D40]). It occurs only once again in the Witnesses clause (*P. Lond.* V 1735.25 [D50]), where it may have been a reflexive copying of the immediately preceding and identical Signatory clause.

(4th hand) Ϙ I, Fl. Patermutheis son of Ioannes, sol(dier) of the re[gi]ment of Syene, bear witness †.

²⁸(5th hand) [† Fl. Menas] son of Didymos, sol(dier) of the regiment of Syene, bear wi[tn]ess ††.

Scribe

²⁹(1st hand?) [†] The body (of the deed) was written by me, [Mar]kos son of Apa Dios, sol(dier) of the re[gi]ment of Syene.

D31

P. Münch. 2 (Inv. No. 105)

ENROLLMENT OF A NEW RECRUIT

DATE: May-6 October, 578 CE¹
 SIZE: 37.5 cm wide by 32.5 cm high
 LINES: 23 (= 22, parallel to the fibers on the recto, perpendicular to the joins; 1-line endorsement on verso parallel to the fibers); folded from right to left
 PLACE: Elephantine
 PARTIES: The Board of Primates to Fl. Patermouthios son of Dios
 WITNESSES: None
 SCRIBE: Fl. Makarios son of Isakos

The Board provides the new recruit, Patermouthios son of Dios, with the status of a Flavius, with this receipt acknowledging that they have the certificate which orders his enrollment in the regiment of Elephantine. The steps are presumably as follows: 1. Marianos, the chief military officer of the Thebaid, stationed at Antaeopolis, issues a recruitment certificate for Patermouthios and sends it to the Board of non-commissioned officers at Elephantine; 2. eight representatives of the Board send a receipt (lines 14-15) in the form of a contract (line 19) to Patermouthios; 3. the Board registers him on their roster on January 1 (lines 7-8).

There is no ready explanation for the presence of this document of Patermouthios son of Dios in the archive of Patermouthios son of Menas. We cannot take this Patermouthios son of Dios as identical with the Patermouthi(o)s son of Menas, the last owner of our archive, since the latter continues to be designated Aurelius (*P. Lond.* V 1724.6 [D32], 1729.7 [D37], 1727.4 [D38]; *P. Münch.* 9.8-9 [D40]) down through 585 (*P. Lond.* V 1730.6 [D41]). Only then is he known as Flavius, whereas the recruit in our document of 578 is already designated Flavius.

Just as here the Duke of the Thebaid orders the recruitment of a soldier at Elephantine, so in 219 BCE the Chief of Thebes (the Greek Thebarch?) appoints the *lesonis* of Khnum at Elephantine (see *P. Berlin* 13543 [C11]).

RECTO

Parties ¹† The Board of Leading Men of the Regiment of the soldiers of the fortress of Elephantine,² through those ²found to have signed ¹below,
²to Fl. Patermouthios son of Dios, new³ recruit of the same (regiment) of our (fortress of) ³Elephantine,
 Salutation greetings.
 Appointment We have received your recruitment certificate together with (those) of the other persons (which), ⁴by the authority of our master, Fl. Marianos Michaelios Gabrielios Ioannes Theodoros ⁵Georgios Marcellos Julianos Theodoros Julianos,⁴

¹ Although this document does not bear the date of its own composition, it looks forward to the enrollment which is to occur on 1 January, 579 CE (line 8), i.e., at a date subsequent to that of the present document. Tiberius, here merely Caesar, did not become Augustus until October 6, 578 CE (R.S. Bagnall and K.A. Worp, *The Chronological Systems of Byzantine Egypt* [Zutphen, 1978], 90). That supplies the *terminus ante quem* for this document.

² In a somewhat later Coptic document this body appears as "Board (*koinos* as here) of the Leaders (*protois* = Latin *priores* [line 18]) of Elephantine and the whole fort" (*KSB* I 030 [E8]). For general information on "Joining the Roman Army" see the discussion of R.W. Davies, *Service in the Roman Army* (Edinburgh, 1989), 3-30 and Vegetius, *Epitome*.

³ νεοστράτη.

⁴ Marianos ... Julianos has ten names. For the practice of polyonymy see A. Cameron, *JRS* 5 (1985), 164-182.

the most excellent Commander ⁶and all-praiseworthy Prefect of the Justinians,⁵ with (the grace of) God *dux*⁶ and *Augustalis* of the Thebaid, ⁷orders us to enter your name onto our ⁸roster from the calends of January⁷ of the present twelfth indiction ¹⁰in the thirteenth year ⁹of the reign of our most divine and most pious master Fl. Justinus the eternal Augustus, ¹⁰Emperor, and greatest benefactor, (*space*) and ¹¹in the fourth year ¹⁰of Fl. Tiberius Minor Constantine, ¹¹the most benevolent and most fortunate thrice-great benefactor Caesar, ¹²in the tenth year after the second consulship of our s[a]me most serene maste[r].⁸

Validity And ¹³we, fearing the highly regarded (authority)⁹ of your¹⁰ honorable Eminence, ¹⁴are ¹³ready ¹⁴to fulfill¹¹ all orders (given) to us, and for your¹² assurance ¹⁵we have made ¹⁴for you this ¹⁵notification,¹³ a written receipt of the recruitment certificate of your military service, ¹⁶being valid and warranted as aforementioned.

Acknowledgment We, the Fl(avians) Dios son of Paminios, with (the grace) of God a *primic(erius)*¹⁴ and Georgios son of Dios and ¹⁷Pelagios son of Pasmes and Ioannes son of Sarapamon and Makarios son of Isakos and Paon son of Theophanos and ¹⁸Dios son of Pa[o]uos¹⁵ and Dios son of Serenos, *ordinarii*, and the rest of the *priores*¹⁶ of the regiment of Elephantine, the aforementioned, ¹⁹we have had drawn up for you this written acceptance¹⁷ of the recruitment certificate of your military service. Everything ²⁰written in it ¹⁹is satisfactory to us ²⁰as aforementioned.

Signatory I, Fl. Makarios son of Isakos, *ordinarius* of the same regiment, having been invited and instructed, ²¹wrote on their behalf since they are not literate †.

Valediction I Farewell¹⁸ †.

Scribe ²²Written by me, Fl. Makarios son of Isakos, *ordinarius* and *adiutor*¹⁹ of the same regiment †.

Valediction II Farewell ‡.

VERSO

⁵ A military unit created or renamed by the emperor (Maspero *Org.* 80 n. 9), and stationed at Antaeopolis (J. Gascou in *Hommes et richesses dans l'empire byzantin I* [Paris 1989], 279-313).

⁶ The δούξ, "Duke" was the head of the civil and military administration of a province, here the Thebaid, appointed by the emperor. See *LRE*, 281 and G. Rouillard, *L'Administration civile de L'Égypte byzantine* (Paris 1928), 36-47.

⁷ I.e., January first, a Roman designation. Perhaps the beginning of the military year is thus distinct from the civil year, which followed the Egyptian calendar, which began on 1 Thoth (= 29 August).

⁸ I.e., Justinus.

⁹ Word omitted.

¹⁰ A careless mistake in point of view: "his" must have been intended, referring to the commander in lines 4-6.

¹¹ "To make capable," τὸ ἱκανὸν ποιεῖν.

¹² σὴν. The editors mistakenly printed τὴν.

¹³ δηλωτικὴν, lit. "notificatory."

¹⁴ J. G. Keenan writes, "I would assume ... that he is by seniority or preference the regiment's senior centurion, empowered to substitute for regimental officers if they were not present — but I don't really know" (personal communication).

¹⁵ Restored by J. Maspero, *Byzantinische Zeitschrift* 23 (1914/19), 229.

¹⁶ Senior non-commissioned officers, perhaps centurions, referring to the board mentioned in line 1.

¹⁷ ἀποχή, (also in line 23) i.e., "receipt," synonym for ἀπόδειξις in line 15.

¹⁸ Here and in the next line, two Latin words in Roman characters, *bene valeas*, according to Bell in a letter to Preisigke.

¹⁹ ἀδιοῦτ(ωρ), "record-keeper," one of many military specialties (*LRE*, 675).

Endorsement

²³(2nd hand) Acceptance of the recruitment certific(ate) of military servi(ce) of Patermouthios son of Dios, recruit of the regiment of Elephanti(ne).

D32

P. Lond. V 1724 (Inv. No. 1797)

SALE OF HOUSE-SHARES

DATE: 578–582 CE, the years when Tiberius was Augustus (lines 18f).
 SIZE: 32.4 cm wide by 146.7 cm high
 LINES: 88, perpendicular to the fibers on the recto, parallel to the joins; first few lines missing from top including endorsement on verso; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tsone and Tsere (also known as Tsia), daughters of Apa Dios and Rachel, to Aur. Patermuthis (here spelled "Patermouthios") and Kako
 OBJECT: A three-room apartment
 WITNESSES: 6
 SCRIBE: Deacon Theophilos

The sisters Tsone and Tsere sell their one-third share in the (inherited?) house of their great-grandfather to the couple Patermuthis and Kako for 10 gold *solidi*. Their share consists of a three-room apartment, namely, a room on the 1st floor (lines 24-25) a living room on the 2nd floor (lines 26-27), and a roof-terrace on the 4th floor (lines 2728), as well as a one-third interest in another little terrace and in all related appurtenances (lines 29-33). Kako's father Iakobos already owns a bedroom on the 3rd floor (lines 30-31). A male acts as guardian for each of the women — Isakos for his wife Tsone, and Ioannes alias Kattas of the monastery of Pampane for the minor Tsere. If this Ioannes alias Kattas is the same as the monk Ioannes son of Patechnoumios (*P. Lond. V 1729.4 [D37]*), he would be the great-uncle of both sisters, since a Patechnoumios appears here as their great-grandfather (line 77). This identification is tenuous if we maintain the identification of Ioannes son of Patechnoumios with Ioannes alias Paptios (see note on *P. Münch. 13.26 [D47]*): would the same monk Ioannes have two aliases?

RECTO

Date¹ [Ϝ In the ... year of the reign of our most divine master and greatest benefactor, Flavius Tiberius Minor Constantine, the eternal Augustus and Emperor, on (month) x (day) y, in the ... indiction,
 Place [in Syene,
 Parties² [Ϝ Aur. Tsone daughter of Rachel, whose father (is) Apa Dios, of Syene, [together with her husband as guardian,³ Aur. Isakos son of Kostantios, consenting and agreeing with her,
¹[and Ioan]nes, also cal[led] Kattas,⁴ [dwelling in the monastery ²of Pampa]ne⁵ but at present [found in Syene, answering for ³the will] and good faith⁶ [of the minor Tsia(?), sister of the aforesaid] ⁴Tsone, (who was born) from the same [parents,

¹ The date lines are missing. The name of the emperor is found in line 18, and the date formula is restored on the model of *P. Lond. V 1725 (D33)*. The guardianship formula is on lines 70-71.

² Missing names reconstructed on the basis of lines 69-75.

³ An unusual situation at this date. See note to *P. Münch. 1.3 (D29)*.

⁴ Possibly the same as the Ioannes (also known as Paptios) who was great-uncle of the sisters, though Bell came to doubt his own conjecture. See note to *P. Lond. V 1729.23 (D37)*.

⁵ Pampane was a village on the west bank of the Nile about 250 kilometers north of Syene as the crow flies, a little south of Dendur and near modern Negade (ancient Omboi, not to be confused with the other Omboi that was only 50 kilometers north of Syene).

⁶ The guardian guarantees the honorable intent and the *bona fides* of the minor.

	providing a signatory below] ⁵ signing on their behalf [and witnesses bearing wit]ness [below] ⁶ to this warranted deed of sale, to Aurelius Patermuthios ⁷ son of Menas, and to his most kindly wife, Aurelia Kako ⁸ daughter of Iakobos, whose mother (is) Tapia, (both) originating from the ⁹ same Syene, greetings.
Salutation	
Transfer	We, the aforesaid ¹⁰ Tsone and Ioannes, (acting) in the name of Tsia also ¹¹ known as ¹⁰ Tsere, ¹¹ on account of her youth, ⁹ acknowledge ¹¹ by this, our ¹² written security of purchase, willingly and convinced ¹³ without any guile or fear or force or deception or compulsion ¹⁴ or deceit or any sort of malice or maliciousness ¹⁵ or any defect or mean intention or ¹⁶ any circumvention of the law, ⁷ at the same time swearing by the holy ¹⁷ and consubstantial Trinity and the victory and permanence of their serenities ¹⁸ to whom trophies are dedicated, our masters (the) Flavians Tiberius and Aelia ¹⁹ Anastasia, the eternal Augustans and Emperors, ²⁰ that we have sold to you today and transferred in accordance with the law ²¹ of sale ⁸ and for eternal possession and every most complete ²² right of ownership ⁹
Oath	
Object	the house-share belonging to us of the ²³ house called ¹⁰ "(the house of) Patechnoumios," our great-grandfather.
Description	²⁴ In this same share of the house there are: on the first floor, ²⁵ one ²⁴ room ²⁵ facing north in the gateway; and the ²⁶ living room ²⁵ above it ²⁶ facing north toward the gallery of the ²⁷ stair on the second floor; and the little terrace ¹¹ above ²⁸ the courtyard facing east toward the little courtyard; ²⁹ and our one-third share of the other little terrace ³⁰ above the bedroom of Iakobos son of Pasaraei, ¹² your father, ³¹ Kako, and your father-in-law, Patermuthios; and the one-third share ³² of all the related appurtenances, ¹³ (consisting) of the vestibule, ³³ and gateway, and stair, a(nd) semi-oven, ¹⁴

⁷ For some reason the scribe omitted the series of positive assertions of "free will" and "clear conscience" found in, e.g., *P. Münch.* 9.18-20 (D40).

⁸ νόμος πράσεως. See also *P. Münch.* 4.8 (D34), 11.15, 46f-47 (D45), 12.12-13 (D46), 13.40 (D47). Only in combination with νόμος, "law," do we translate πρᾶσις as "sale" and not "deed of sale," its meaning elsewhere in these documents. "It is very common in Greek to use the same word both for a transaction and for the document recording it" — JS.

⁹ See note to "which have hitherto held it" in lines 33-34 (below).

¹⁰ Or simply, "which was."

¹¹ δῶμα here and in line 29.

¹² See also *P. Münch.* 1.5, 10 (D29), 13.8 (D47). The spelling Pasaraei in *P. Münch.* 1.56 (D29) is probably a scribal error. Iakobos will live only a few more years; he dies in 585 CE (*P. Lond.* 5.1730.8 [D41]).

¹³ See also *P. Münch.* 9.98-99 (D40), 11.19-20 (D45), 12.16 (D46); *P. Lond.* 1733.21-23 (D49); Husson, 291-293.

¹⁴ ἡμικλιβάνου. Meaning suggested by R. Katzoff (personal communication). John Shelton preferred instead the *LSJ* interpretation, "half-share of an oven" — JS.

Pedigree	in accordance with the ³⁴ retention ¹⁵ and ownership ¹⁶ which have ³³ hitherto ³⁴ held it, ¹⁷
Boundaries	The boundaries of the ³⁵ entire house of which we have sold you (this) same ³⁶ share ³⁵ of ours ³⁶ are these: on the south the house of Dios son of Kelol; ¹⁸ on the north the public ³⁷ street ¹⁹ into which the main door opens; on the west the house of Dios son of ³⁸ Takares, ²⁰ on the east the house of Pateröous; or whatever may be the boundaries ³⁹ everywhere on every side at the four corners and on the four sides just as ⁴⁰ we the vendors have asserted orally,
Price	the price ⁴¹ mutually agreed upon and approved ⁴² in inviolable concord being gold, ⁴³ ten ⁴² <i>solidi</i> ⁴³ in the weight of Syene, i.e., go(ld), 10 <i>sol(idi)</i> in the w(eight) of Syene, which ⁴⁴ set full price we have ²¹ here received in full from you, ⁴⁵ the purchasers, from (your) hand to our hand, in number and ⁴⁶ weight complete.
Warranty	And we will warrant to you the deed of sale ⁴⁷ with every warranty always and against anyone who intends to bring suit ⁴⁸ against you, at our risk and by means of ⁴⁹ our ⁴⁸ modest ⁴⁹ assets ²² which are also encumbered for intimidating him ⁵⁰ and cleansing this, our present ⁵¹ warranted deed of sale.
Investiture	We acknowledge that you hereafter ⁵² control and own ⁵¹ this same ⁵² one-third share, ²³ and (you may) sell and re ⁵³ sell and dwell in and settle in and build and build ⁵⁴ upon; acquire (and) use ²⁴ in any way pleasing to you, ⁵⁵ unimpeded and without hindrance by anyone in ⁵⁶ our name or close kin to us in family,
Waiver of Suit	so that he will not be able ²⁵ ⁵⁷ on any occasion or time to challenge you or ⁵⁸ initiate ⁵⁷ arbitration ⁵⁸ against you because we have received and been paid ⁵⁹ in full the set price.
Penalty	But if — may it not happen! — we should be too weak concerning ⁶⁰ the intimidation (of the claimant) and cleansing of this ⁶¹ our warranted deed of sale, we acknowledge ²⁶ that we recognize (that we must provide) ⁶² double the set price.

¹⁵ νομή, synonym of κατοχή, "possession." Cf. *P. Münch.* 13.27 (D47).

¹⁶ A similar phrase is found in *P. Münch.* 13.27 (D47). Ptolemaic law distinguished between ownership and retention/possession, as did Roman: νομή = κατοχή = *possessio* = possession; δεσποτεία = *dominium* = ownership (*LGRE*, 230-332).

¹⁷ A generalized expression in lieu of a specific pedigree; cf. *P. Münch.* 9.60-61 (D40) and note.

¹⁸ Κελωλ in this document, but Κελωλιος in *P. Lond.* V 1733.36 (D49).

¹⁹ λαύρα, usually meaning "quarter," is here used either in error or as a synonym for the usual ρύμη, "street;" see G. Husson, "Houses," 130-1. If it is indeed a synonym, then perhaps all those expressions, such as Quarter of the Camp, Quarter of the Cobblers, etc., should be translated "Street of the Camp," etc. To do so would not confuse, and might even enhance, our understanding of the topography.

²⁰ Variant form of Tagaria. Cf. *P. Lond.* V 1722.24 (D22).

²¹ The scribe mistakenly used the participle, ἀπεσχηκότες, instead of the indicative.

²² A thinly disguised attempt to limit their liability.

²³ The house-share referred to in lines 22 and 36.

²⁴ The two Greek verbs κτᾶσθαι and χρᾶσθαι ("acquire" and "use") constitute a euphonious pair and summarize the purchaser's previously enumerated rights.

²⁵ δυνησομένου, i.e., legally empowered or entitled (*P. Lond.* V 1734.38 [D25], 1724.56 [D32], 1729.36 [D37], 1727.39 [D38]; *P. Münch.* 11.54 [D45], 12.43 [D46], 13.52-53 [D47], 14.67 [D48]), equivalent to Aramaic כחל/כחל; see on *P. Münch.* 8.4 (D23).

²⁶ In this construction the words "we acknowledge" seem redundant.

- Reaffirmation/Validity And moreover (we recognize) the ⁶³compulsory strengthening²⁷ of the present warranted deed of sale, ⁶⁴the very one which we have had drawn up for you, as being valid and warranted and unbreakable and ⁶⁵unshakable and lawful wherever brought forward, ⁶⁶with the signature of the one signing on our behalf and of the ⁶⁷witnesses below.
- Acknowledgment And ⁶⁸having been questioned ⁶⁷about all that is written above, ⁶⁸we have expressed acknowledgment that it is so and ⁶⁹executed (the deed) ꝥ.
 (2nd hand) ꝥ We,
 Aurelia Tsone daughter of Rachel, whose father (is) ⁷⁰Apa Dios, (she) originating from Syene,
 together with her ⁷¹husband ⁷⁰as guardian, ⁷¹Aurelius Isakios son of Kostantios, consenting ⁷²and agreeing with her,
 and Ioannes, also called Kattas, ⁷³dwelling in the monastery of Pampane but at present ⁷⁴found ⁷³in Syene ⁷⁴and answering for the will and good faith of the minor ⁷⁵Tsere, sister of the aforementioned Tsone, (who was born) from the same parents, ⁷⁶have sold to you today
 the house-share belonging to us of the house ⁷⁷that was (the property) of Patechnoumios our great-grandfather,
 and we have received
 the full ⁷⁸price in gold, ten *solidi*,
 and everything written herein is satisfactory to us ⁷⁹as aforem(entioned).
- Signatory I, Ioannes son of Abraamios, most humble priest of God's ⁸⁰Holy Church of Syene, having been asked, wrote on their behalf in ⁸¹a public place²⁸ since they are not literate ꝥ.
- Witnesses ⁸²(3rd hand) ꝥ I, Fl. Diops son of Alexandros, [sol(dier)] of the regiment of Syene, bear witness †.
⁸³(4th hand) † I, Fl. Hatres son of Petros, sol(dier) of the leg(ion) of Syene and former *vicarius*, bear witness †.
⁸⁴(5th hand) ꝥ I, Fl. Ioseph son of Hermeias, sold(ier) of the regiment of Syene, bear witness.
⁸⁵(6th hand) ꝥ I, Fl. Hatres son of Markos, *augustalis* of the regiment of Syene, bear witness ꝥ.
⁸⁶(7th hand) ꝥ I, Fl. Makarios son of Ak..., sol(dier) of the regiment of Syene, bear witness to the deed of sale, having heard it from the contracting parties.
⁸⁷(8th hand) ꝥ I, Fl. Mousaios son of Ioannes, ... of the regiment of Syene, bear witness.
- Scribe ⁸⁸(1st hand) ꝥ Done by me, Theophilos, most hum(ble) [dea]con ꝥ.

²⁷ I.e., this sale is valid as far as the sellers are concerned; even if they are unsuccessful in warding off a legal challenge to it they must pay the double price penalty. The scribe has deftly blended the Reaffirmation and Validity clauses; see also *P. Münch.* 1.50-52 [D29].

²⁸ This locale notation is found only once more in the *Signatory* clause (*P. Lond.* V 1729.47 [D37]) and once uniquely in a *Witnesses* clause (*P. Lond.* V 1723.26-27 [D30]).

D33

P. Lond. V 1725 (Inv. No. 1799) + P. Münch. 3 (Inv. No. 109)

DEBT ACKNOWLEDGMENT

DATE: 6 March, 580 CE¹
 SIZE: 16.5 cm wide by 32.1 cm high, undivided
 LINES: 37 (= 36 [the first 15 in London, the last 21 in Munich], parallel to the fibers on the recto, perpendicular to the joins; 1-line endorsement on verso [beginning from P. Lond. V 1725 and end from P. Münch. 3] parallel to the fibers); folded from right to left
 PLACE: Syene
 PARTIES: Aur. Iakob son of Kostantios to Aur. Mariam daughter of All[amon?], his wife
 OBJECT: 3 *solidi*.
 WITNESSES: 3
 SCRIBE: Markos son of Apa Dios

Iakob mortgages all his property to the creditor, his own wife, for payment on demand of his marriage gift to her of three gold *solidi*.

RECTO

Date ¹ Ϡ ⁴In the second ³year ¹of the re[i]gn and [consul]ship of our most divine master ²an[d] greatest b[en]efactor Flavius Tiberius² Minor Constantine, ³th[e] eternal Augustus, Emperor, ⁴on Phamenoth tenth, in the thirteenth ind(iction),
 Place ⁵in Syene,
 Parties ⁶Aurelius Iakob, whose father (is) Kostantios (and) whose mother (is) ⁷Maria, a bo[a]tman of Syene, (*space*)
 to Aurelia Mariam ⁸daughter of All[amon?], (her) [moth]er (being) Tapia, originating ⁹fro[m] the sa[me] Syene], my spouse under³ God,
 Salutation ¹⁰greetings.
 Debt [I, the a]foresaid Iakob, ackn[owledge] through ¹¹this m[y] writt[en] security, that I have ¹²and o[we] to you f[or] the agreed upon ¹³m[arriage gift of yours]⁴ genuine gold, ¹⁴three *sol[idi]*, in the weight of Syen]e, i.e., go[ld], 3 *so[lidi]* in the w[ei]ght of Syene,
 Repayment which ¹⁵[aforementioned go]ld *solidi*, three in the weight⁵ ¹of Sy[ene], I am ready] to pro[vide to yo]u whene[v]er ²you may wish, without delay,
 Interest free of interest,
 Pledge at my own ³risk and by means of my assets, ⁴which (are) both mortgaged to you [an]d encumbered, ⁵until repayment and satisfaction of the above-cited ⁶debt, without any postponement or ⁷sophistry.

¹ For discussion of this date see R. S. Bagnall and K. A. Worp, *BASP* 17 (1980), 19-25, esp. 22-23.

² Tiberius Constantine (Tiberius II) was named Caesar in 574 CE by the mad Justin II (he was induced to do so by the empress Sophia) and became Augustus at Justin's death in 578 CE (*LRE*, 306).

³ Lit., "with."

⁴ In an Arabic nuptial gift agreement the groom gave the bride through the mediation of her father 15 gold dinars and promised to pay the balance of 75 dinars within a year (*P. Or. Inst.* 10552r.3-7 [F2]). An Aramaic debt acknowledgment of 2 shekels may also be for deferred payment of bridal gift (*TAD* B4.6 [B51]).

⁵ End of the London piece. The Munich one begins with the next line.

- Validity And for your security I have had made ⁸(this) security,⁶ which is valid and warranted wherever brought forward, ⁹with the signature of t[he] one sign¹⁰ing ⁹on my behalf.
- Acknowledgment ¹⁰[And] having been questioned, I have expressed acknowledgment and executed (the note)†.
- ¹¹(2nd hand) † I, Aureli[u]s Iakob son of Kostantios, boatman ¹²from Sye[n]e, the aforem(entioned), have had the security drawn up ¹³for g[o]ld, three *solidi* in the w(eight) of Syene, ¹⁴a(nd) everything is satisfactory to me as aforem(entioned).
- Signatory I, Fl. ¹⁵Ioannes son of Paesion, *ordinar(ius)* of the regiment of Syene, ¹⁶having been asked, wrote on his behalf since he ¹⁷is not literate.
- Witnesses (^{3rd} hand) † I, Fl. Abraam son of Mousaios, bear witness †.
- ¹⁸(4th hand) † I, Fl. P<a>pnouthis son of Petros, sol(dier) of the regiment ¹⁹of Sye[n]e, bear witness †.
- (^{5th} hand) I, Fl. Hatres son of Victor, sold(ier) ²⁰of the regiment of Syene, bear witness.
- Scribe ²¹(1st hand?)⁷ †The body (of the deed) was written by me, Ma[rko]s son of Apa Dios.
- VERSO**
- Endorsement ²²(1st hand?) A no(te) don(e) b(y) Iakob son of Kosta[ntios],⁸ bo]atman from Syene, for go(ld), 3 *so(lidi)* in the w(eight) of Sye(ne).

⁶ τὸ ἀσφαλές here and in line 12, slightly different from the word elsewhere translated as "security," ἡ ἀσφαλεία.

⁷ Bell thought that this and the Endorsement on the Verso were in a 6th hand, but Herwig Maehler, on examining the plate, told us he believed them to be in the 1st hand, in other words, that of the scribe himself.

⁸ Spelling corrected by Bell in a letter to Preisigke. The list of corrections published at the beginning of *P. Münch.* erroneously adds a *v* to his name after the *ω*.

D34

P. Münch. 4 + 5 (Inv. No. 106 + 111a + 111b) + P. Lond. V 1726 (Inv. No. 1803A)

SALE OF BOAT

DATE: 581 CE
 SIZE: 33 cm wide by ca. 125.5 cm high (= 20 cm [*P. Münch.* 5] + ca. 16.5 cm [*P. Lond.* V 1726] + 89 cm [*P. Münch.* 4])
 LINES: 75 = 73, on the recto (= 1 [*P. Münch.* 5R, numbered 01 in the translation below] + 14 [*P. Lond.* V 1726] + 58 [*P. Münch.* 4]), all except *P. Münch.* 5R perpendicular to the fibers, parallel to the joins; 2-line endorsement on verso (= *P. Münch.* 5V, numbered 59 and 60 in the translation below), perpendicular to fibers on protocol; folded from bottom to top
 PLACE: Syene
 PARTIES: Fl. Paternouthis son of Menas and Thekla to Aur. Menas son of Paulos and Sousanna and his wife Aur. Tsone daughter of Panai¹ and Rachel
 OBJECT: Boat
 WITNESSES: 6
 SCRIBE: Fl. Abraam son of Mousaios

The recruit Paternouthis, perhaps upon his joining the regiment of Syene, sells a large boat which he had bought from Kyros of Upper Apollonopolis for 19½ *solidi*, roughly the price of a three-story house.² Indeed, all the formulae of this sale are identical with those of the house conveyances. This Paternouthis, who is a Flavius and whose father Menas has the *alias* Benne and whose mother is Thekla, is distinct from the central figure of the archive. That Paternouthi(o)s is at this time an Aurelius and is the son of Menas (no *alias*) and Tsia. At some point the boat of this document must have passed from the hands of Menas son of Paulos into the possession of the Paternouthis who was the possessor of the archive, at which time he thereby gained possession also of the present deed.

It was recognized by Heisenberg and Wenger that *P. Münch.* 5V is the endorsement of the composite document *P. Lond.* V 1726 + *P. Münch.* 4. Since the names on the 1½-line text of *P. Münch.* 5R bear a striking similarity to those in the composite document³ it is most likely that *P. Münch.* 5R was originally a notation related to it. Penned at the top of the first sheet of the document, which is a protocollon, and separated from the body of the document by the remainder of the protocollon, this notation may have been designed as a kind of memo either before or after the composite document was completed. If before, it may have reflected the negotiations leading up to the final transaction; if after, it may reflect the amount of money that actually changed hands, which was three *solidi* less than the price recorded in the contract (*P. Münch.* 4.19-21). A similar memo is found in an Aramaic document.⁴

We suggest that our papyrus deteriorated in three stages. The protocollon (*P. Münch.* 5), consisting of four horizontal folds, became neatly severed. The second sheet, probably also consisting of four folds, suffered extensive damage, lost its left half almost completely, became separated from the rest of the document and found its way into the London collection (*P. Lond.* V 1726). The direction of the writing on *P. Münch.* 5V in relation to that on 5R indicates that the papyrus had been flipped from right to left (and not bottom up).

¹ H.-W. record this name as "Panai[...]," but since the name is written right up to the edge of the right margin, there does not appear to be room for any additional letters.

² This cost 18 *solidi* in 530 CE (*P. Lond.* V 1722.30-32 [D21]).

³ Flavius Paternouthis whose father is Menas is most likely the same as that Flavius Paternouthis whose father is Menas with the *alias* Benne (*P. Münch.* 4.47-48 [D33]) and Aurelius Menas whose father is Paulos and who comes from Omboi must be identical with "Aurelius Menas son [of ...]" whose wife is from Omboi (*P. Lond.* V 1726.10-11 [D34]).

⁴ Cf. TAD B2.3:0 (B25).

RECTO

Memo⁵

⁰¹† Fl. Paternouthis, whose fath(er) is Menas, (his) mother (being) Thekla,
and to his wife, Aur. Tsone daughter of Panai,
to Aur. Menas, whose fath(er) is Paul[os], (his) mother (being) Sousanna, from
Omboi

namely, 20 *solidi* m(inus) 80 carats⁶ in the w(eight) of Syene and Apsaralei.⁷

Sigla⁸⁰²[† ΧΜΥ †]Date⁹

²In the seventh year ⁰³[of the reign of our most divine master and greatest
¹benefactor Flavius Tiberius Minor Constantine, ²the eternal Augustus and
Emp]eror, ³in the third year [of the consulship of the same] most pious master of
ours, ⁴[... indict]ion,

Place

i[n Sy]e[n]e,

Parties

⁵[Fl. Paternouthis, whose fath]er is Menas also called Benne, ⁶[(his) mother
(being) Thekla, ¹⁰ soldier, recruit of the regi]ment of Syene and originating from the
same ⁷[Syene], providing both a [s]ignatory below ⁸[signing] ⁷on his behalf ⁸[and
witnesses bearing witness below ⁹to [this secur]ity [of purchase],

to Aurelius Menas son ¹⁰[of Paulos, (his) mother (being) Sousanna, originating
from Omboi],

and to his wife, ¹¹[Aur. Tsone daughter of Panai], whose m[ot]her (is) Rachel,
from Omboi,

Salutation

¹²[greetings].

Transaction

I, the aforesaid Paternouthis, acknowledge ¹³[willingly and convinced w]ithout
any guile or fear o[r ¹⁴force or deception or compulsion ¹or] de[ceit¹¹ or flattery or
contrivance or any sort of¹² malice ²or any] maliciousness or any defect or mean
inten³tion¹³ but driven by a sound purpose,

Oath

and at the same time having sworn ⁴the dreadful and awesome oath by the holy
and consubstantial ⁵Trinity and by the victory and permanence of our most serene

⁵ What Heisenberg transcribed as line 2 (1) of *P. Münch.* 5 Recto appears to us to be a supralinear addition to line 1.

⁶ This is the equivalent of 16½ *solidi* (= 20 minus 3½ [= 80 carats divided by 24]). One carat = one twenty-fourth of a *solidus*. The translation of this line follows the revised readings of J. Maspero, *Byzantinische Zeitschrift* 23 (1914/19), 226-31 and K. Wessely, *Wochenschrift für Klassische Philologie* 31 (1914), 969-972. We should have expected the scribe to have written "16 *solidi* and 16 carats."

⁷ Heisenberg added three dots after this word, but, if correctly read, it reaches to the end of the line.

⁸ Restored following H-W, 50.

⁹ Lines 01, 02, and 1 are restored following H-W, 50.

¹⁰ Matronymic supplied on the basis of line 01 (which is from *P. Münch.* 5R.1).

¹¹ Bell thought that *P. Münch.* 4.1 followed directly after *P. Lond.* V 1726.13, adding that the formula was "here even more wordy than usual." Yet, were Bell correct, we would have a three-part formula ("guile or fear or deceit") which occurs nowhere in our documents. The regular and recurring formula has six elements ("guile, fear, force, deception, compulsion, deceit") so there must be a line missing between the two parts of the document equivalent to just over 1 centimeter in height. The six-part formula ("guile ... deceit") occurs frequently in our documents: *P. Münch.* 1.30 (D29); *P. Lond.* V 1724.13-14 (D32), 1727.23 (D38), 1733.12-13 (D49); *P. Münch.* 11.10 (D45), 12.7 (D46), 13.12-13 (D47). However, even the three words of this six-part formula that would fall in this line appear insufficient to fill out the available space.

¹² "Any sort of" (οἰασθήποτε) supplied on the model of *P. Lond.* V 1733.13 (D49) in order to fill up the available space.

¹³ The six-part formula "flattery ... mean intention" occurs in *P. Münch.* 9.15-17 (D40) with variations in *P. Lond.* V 1727.24-25 (D37); *P. Münch.* 11.10-12 (D45).

⁶masters, (the) Flavians Tiberius Constantinus and Aelia Anastasia ⁷the eternal Augustans and Emperors,
that I have sold ⁸to you today and have transferred by the law of sale and ⁹by right of property

Object	the wild-geese-sterned ¹⁴ boat belongin[g t]o me ¹⁰ holding freight of 500 artabas ¹⁵ more or less, ¹¹ (being of the) Greek type with a weed-rudder, ¹⁶ without awning, decked ¹² from stem to stern, with mast and yard and tackle ¹³ and oars and anchor and irons that are like lead, ¹⁷ ¹⁴ with lines and blocks ¹⁸ and wooden contrivances and with the rest ¹⁵ of the items of the entire equipment, that is, material from the large item to the most ¹⁶ humble and the least.
Pedigree	It came to me by right of purchase ¹⁷ from Kyros son of Isakios the helmsman from Upper Apollonopolis ¹⁹ in accord[an]ce with the power of the ¹⁸ credentials corresponding to the deed of s[a]le done for m[e],
Document Transfer	which I have pre ¹⁹ sented to you for your greater security,
Price	the price, mutua[lly] agreed upon ²⁰ and approved, being gold, ninet[een and] two-thirds <i>solidi</i> ²¹ in the weight of Syene, i.e., go(ld), 19½ So(lidi) in the w(eight) of [Syen]e, which full ²² price I, the sel ²³ ler, ²² have here received in full from you the purchasers ²³ on the present day, from your hand to my hand, in number ²⁴ and weight complete, (in the weight) of the same (city) of the Syenians,
Investiture	in order that ²⁰ you hereafter (may) ²⁶ con[trol and own and administer] a[n]d ²⁷ manage and transact (about) and a[l]te[r and sell] and ²⁸ resell and exchange and r[en]t out and re[pa]ir and ²⁹ sail and navigate and bestow upon ³⁰ and bequeath to your children and descendants ²⁵ the above-cited boat, namely the wild-geese-sterned (one), with all ²⁶ its e[quipment, namely, its m]aterial; ³⁰ acquire (and) use and make and ³¹ do ³⁰ everything concerning it, ³¹ without let or hindrance.
Warranty I	The man who intends to bring suit ³² against you or even contend (about it) — (him) I shall drive out and cleanse (the deed of sale) ³³ at my own expense. ²¹

¹⁴ The goose head was "the ancients' preferred motif for finishing off the sternpost" L. Casson, *Ships and Seamanship in the Ancient World* (Princeton, 1971), 347-8. See also S. Wachsmann, *Seagoing Ships and Seamanship in the Bronze Age Levant* (in press).

¹⁵ Approximately 20,000 liters (one *artaba* = 40 liters) = 20 cubic meters = a hold with a capacity of 13 metric tons of grain = a total displacement (weight of hull and cargo) in the vicinity of 20 metric tons. This suggests an overall length somewhere between 10 and 15 meters, depending on hull shape, draught, and style of construction (e-mail communication of Fred Hocker).

¹⁶ φικοπήδαλον, occurring twice elsewhere in the papyri: *P. Lond.* V 1714.33 and *P. Oxy.* XXII 2347.5. There is no satisfactory explanation for φικο, and it has been suggested that this is "a regional misspelling/ioticization" of φῦκος, "weed." If true, this could refer to a rudder at a shallow angle, used to avoid becoming entangled in Nile vegetation (oral and e-mail suggestion of John Lenz and Fred Hocker).

¹⁷ A puzzling phrase. One suggested explanation is iron implements that have deteriorated to the point where they are as soft as lead (e-mail communication of Fred Hocker).

¹⁸ For translation see *P. Mich.* 13.660, note to line 10.

¹⁹ I.e. Edfu, ca. 106 km by road north of Aswan.

²⁰ This must be interpreted as a purpose clause, assuming that the dative of the articular infinitive with πρὸς is an error for the accusative. The mistake is common: *P. Münch.* 9.72 (D40), 11.47 (D45), 12.37 (D46); *P. Lond.* V 1733.49 (D49). The correct accusative is used in the earlier document, *P. Münch.* 15.4 (D20).

²¹ For this formula see also *P. Münch.* 9.84-86 (D40), 11.44-46 (D45), 12.36-37 (D46); *P. Lond.* V 1734.4-5 (= lines 11-12 in Bell's edition [D25]); similarly *P. Münch.* 13.57-59 (D47); *P. Lond.* V 1733.59-62 (D49).

Penalty	If I should be too weak concerning the cleans ³⁴ ing ³³ of this (deed of sale) ³⁴ and intimidation (of the claimant), I acknowledge that I (must) provide ³⁵ double ³⁴ the set ³⁵ price, ²² to be exacted by judgment and authority ²³ from m[y] ³⁶ assets, ²⁴
Reaffirmation	and nothing (shall) prevail against what is written herein ³⁷ in this present deed of sale, but besides (I shall) unwillingly abide ³⁸ by it as if it had been d[o]ne in a pu[bl]ic ar[chi]ve, ³⁹ because by me it had been [th]us ⁴⁰ decided, ³⁸ compulsion ³⁹ or force or de[c]eptio[n or gu]il[e] not being present, ²⁵ ⁴⁰ to have sold to you the aforesaid b[oa]t and ⁴¹ to have received in full from you the fu[ll] set pri[ce] ⁴² in <i>solidi</i> of gold, nineteen and two-thirds, in the weight of Syene.
Warranty II	⁴³ And I warrant to you the deed of sale with every warranty.
Validity	And for your secu[rity] ⁴⁴ I have had this present deed of sale drawn up with the signature ⁴⁵ of the one signing on my behalf and of those bearing wit[nes]s be[l]ow.
Acknowledgment	⁴⁶ And having been questioned (face) to face, ⁴⁷ I have acknowledged ⁴⁶ that I hold this as so: ²⁶ to do, to abide by, ⁴⁷ to preserve — and I have executed (the deed) † (2 nd hand) I, Fl. Paternouthis, whose father (is) Menas, ⁴⁸ also (known as) Benne, sol(dier), recruit of the leg(ion) of Sye(ne), the aforem(entioned), have sol[d] the ship belonging to me, (holding) freight of 500 ⁴⁸ artabas ⁴⁹ more or less, and I have received in full from [you the full price in <i>sol[idi]</i> of [gold], ⁵⁰ nineteen and two-thirds in the weight of Syene, and I w[arrant to you the] de[ed of sale with every warran]ty, [and] ⁵¹ everything ⁵⁰ [is satisfactory to me] ⁵¹ as aforem(entioned) †.
Signatory	I, Fl. Markos son of Apa D[ios], sol[dier] of the [regi(ment)] of Sye[ne], having been [ask]ed, wrote on his behalf since he is not ⁵² literate †.
Witnesses	(3 rd hand) I, Fl. Hatres son of Victor, sol(dier) of the regiment of Syene, bear witness to the deed of s[ale, having heard i]t ⁵³ from the contracting party. (4 th hand) † I, Fl. Theodoros son of Komes, sold(ier) of the regiment of Syene, bear witness †. ⁵⁴ (5 th hand) † I, Flavius Ioannes son of Dios, sold(ier) of the regiment of Syene, bear witness †. ⁵⁵ (6 th hand) † I, Fl. Paeion son of Dios, sol(dier) of the regi(ment) of Syene, bear witness †.

²² For this Penalty formula see *P. Lond.* V 1724.59-62 (D32).

²³ "(Court) judgment and authority" for ἔργω καὶ δυνάμει (JS). The same phrase is found also in *P. Münch.* 7.71 (D36); *P. Lond.* V.1729.34 (D37), 1727.53 (D38), 1728.19-20 (D39), 1730.22 (D41), 1731.29 (D42); *P. Münch.* 13.62 (D47), 14.77 (D48). For discussion see A. Berger, *Die Strafklauseln in den Papyrusurkunden* (Leipzig and Berlin, 1911), 97-99, and Wenger's note to this line in *P. Münch.* p. 58. Berger argued that the phrase added nothing of practical importance to a contract, but Wenger, uncertain, wanted to keep the option open, so he and Heisenberg translated it "mit Macht und Gewalt" each time it occurred. But "Macht" does not fit ἔργω well at all.

²⁴ For this exaction clause see *P. Lond.* V 1729.34-35 (D37), 1727.53-54 (D38), 1728.19-20 (D39), 1730.22-23 (D41), 1731.29-30 (D42); *P. Münch.* 13.62 (D47); in more abbreviated form in *P. Münch.* 7.71 (D36), 14.77-78 (D48)

²⁵ For this elaborate Reaffirmation clause cf. *P. Lond.* V 1731.30-33 (D42); *P. Münch.* 11.58-62 (D45).

²⁶ οὕτως (see also *P. Münch.* 7.84 [D36]), elliptical for the fuller οὕτως καλῶς, "so good" (*P. Lond.* V 1731.37 [D42]; *P. Münch.* 13.69 [D47]).

⁵⁶(7th hand) † I, Fl. Ioseph son of Victor, sold(ier) of the leg(ion) of Syene, bear witness †.

⁵⁷(8th hand) † I, Fl. Ioannes son of Petros, sol(dier) of the regiment of Syene, bear witness †.

Scribe ⁵⁸(9th hand) † I, Fl. Abraam son of Mousaios, wrote the body (of the deed) †.

VERSO²⁷

Endorsement ⁵⁹Deed of sale of a wild-goose-sterned ship or vessel, sol(d) by Fl. Patermouthios son of Men[as] ⁶⁰at a pric(e) of go(ld), 19² so(lidi) in the w(eight) of Syen[e].

²⁷ *P. Münch.* 5V begins at this point.

D35

P. Münch. 6 (Inv. No. 103) + P. Lond. V 1849 (Inv. No. 1807)

RESOLUTION OF DISPUTE OVER LEGACY

DATE: 7 June (?) 583 CE
 SIZE: 31.5 cm wide by Ca. 172 cm high (= est. 17 cm [P. Lond. V.1849] + 155 cm [P. Münch. 6])
 LINES: 88+ (the first 4+ in London, the last 84 in Munich), perpendicular to the fibers on the recto, parallel to the joins; endorsement, if any, missing; folded from bottom to top
 PLACE: Syene?
 PARTIES: Tapia daughter of Tsios, and her son Ioannes son of Iakobos
 OBJECT: The estate of Iakobos
 ARBITRATOR: Markos the *scholasticus* (advocate)¹

The disposition of the estate of Iakobos is attempted through a procedure believed by some scholars to be arbitration² undertaken by the *scholasticus* Markos, who tacked on his signature at the end and made a supralinear correction to line 76. Although the widow Tapia claimed that the property at issue was jointly held by herself and her late husband alone, she agreed to divide it three ways, giving a third to each of her two children and swearing that she was not withholding anything. Her son Ioannes subsequently accused her of doing just that and offered to make Menas, the commander of the frontier region, joint heir in Tapia's place if he would remove from her the hidden property. Menas responded by exacting from her 33 gold *solidi*, i.e., one-third of the estimated assets. Thereupon, Tapia brought a complaint before the *scholasticus* Fl. Markos. Having examined both parties and questioned witnesses, he says in this document that Tapia is obligated to take another oath but is allowed to keep the disputed property because, although Ioannes had been entitled to seek exaction to redress his grievance, Menas had seized too much; Tapia can seek redress from Menas, provided that Ioannes receives one-third of the recovered gold. A last-minute dispute as to whether Tapia promised to settle with Ioannes by paying him 12 *solidi* was to be decided by a sworn statement of three witnesses to the proposal. The outcome is unstated. P. Lond. V 1849, seven fragments from the beginning of this document, provides the date. A connected narrative of the whole course of the quarrel drawn from seven documents is given in J.J. Farber, *BASP* 27 (1990), 111-122.

RECTO

Date [01†] (frag a)⁰³In the first year [01 of the reign of our most divine master Flavius Tiberius Maurice, ⁰²the eternal Augustus and Emperor],³ ⁰³on Pa[y]ni th[i]r]teenth, in the s[ec]ond indiction,
 Place [in Syene(?)],
 Arbitrator ⁰⁴† I, Fl. Markos, *scholasticus*, have awarded⁴ what is set forth below [...]
 Argument of Tapia frag d[from] Syene [...] frag eproperty. But she/the [...] frag fto examine [...] frag bIoannes, the (one) mentioned be[fore, ...] frag cand his mother [...] frag fand ...

¹ σχολαστικός. For discussion see A. A. Schiller, in *Studi in onore di Edoardo Volterra* I (1969), 469-502, esp. 488ff.: "the educated man, schooled in rhetoric, enrolled in the bar and admitted to practice." Perhaps such a man could also be a judge, if this Markos is the same person as the judge conducting arbitration in P. Lond. V 1732.4 (D44).

² So Schiller (above, note 1), 474-477. But cf. also the more cautious D. Simon, *RIDA* 18 (1971), 630f. and K.-H. Ziegler, *Das private Schiedsgericht im antiken römischen Recht* (Munich, 1971), 267-270. H.-W. designated it a *Zivilurteil*, or civil verdict, taking Markos to be a judge, which is how he is in fact styled in P. Lond. V 1732.4 (D44), though they were not aware of this.

³ There does not seem to be room for καὶ μεγίστου εὐεργέτου, "and greatest benefactor" as in P. Münch. 9.2-3 (D40)

⁴ See Schiller (above, note 1), 476, n. 36.

beforehand [...] ¹explained that the property with which the inquiry⁵ is concerned belonged jointly to her ²and to her late⁶ husband because it was by (their) common labor that ³all that had been additionally⁷ acquired in fact by them ²had been additionally acquired. ³Nevertheless, although this is so, ⁴by mutual agreement,⁸ through the mediation of some people they came to terms and ⁵divided ⁴the ⁵property into three shares. (*space*) She herself accepted ⁶a third share; (*space*) Ioannes, her said [son], a third ⁷share; and Kako, her daughter, a third share, an ⁸administered ⁷oath ⁸having been taken by [he]r that she concealed nothing. ⁹After the division of the property, Ioannes, her son, ¹⁰went before Menas, the most illustrious and devoted ex-tribune ¹¹and commander of the frontier region,⁹ and proposed to him ¹²to make him (Menas) joint heir ¹¹in place of his ¹²mother and give him the third ¹³share of what had been left by his father if he (Menas) should send someone ¹⁴to take away the property from his mother. ¹⁵The most illustrious Menas accepted the proposal from Ioannes, her son, and sent ¹⁷the devoted Konstantis ¹⁶in the said fortress ¹⁷and exacted from her in ¹⁸execution thirty-three *solidi*, since the entire ¹⁹assets were estimated at a hundred *solidi*, so that she ²⁰was deprived absolutely of the said property, although ²¹it was the ²⁰common (property of herself) ²¹with her husband.

Argument of Ioannes Ioannes, the son of this woman, having heard ²²the things said by Tapia, his mother, concurred that by mutual agreement, through the ²³mediation of some people, they had apportioned ²⁴the property ²³among themselves ²⁴in thirds, and that an oath about (clear) conscience¹⁰ ²⁵had been tendered ²⁴by her. (*space*) ²⁵But he found that she, after the oath, ²⁶had concealed ²⁵one or two ²⁶items of bronze and had later brought them into the open, ²⁷so that a reason was given why one ought not trust her. Then he ²⁸went before Menas, the most illustrious and devoted, ²⁹who was at that time ²⁸commander ²⁹of the frontier region, and arranged with him (about) the third part ³⁰of the property that had been left, and that man sent and exacted ³¹from her the gold mentioned by her.¹¹ (*space*) And this ³²claim her son Ioannes was unable to argue against, but ³³he concurred without objection. (*space*) But, he said that ³⁴his own ³⁵mother ³⁴had carried off ³³very much additional

⁵ Reading ζήτησις with Wessely, Wilcken, and E. P. Wegener instead of Heisenberg's ηγησις or Bell's κίνησις (see *P. Münch.*, p. 20*). For discussion of the procedure being followed here see Schiller (above, note 1), pp. 474ff.

⁶ μακαριστάτω = "most blessed."

⁷ I.e., since the marriage.

⁸ κατὰ κοινήν γνώμην, "by common will," also in lines 23 and 63, below.

⁹ The tribune was "regimental commander" of the cohorts of the *limitanei* (*LRE*, 640). Since he never appears as a witness in any of our documents, Jones suggested that the tribunes were absentees (*LRE*, 1279), but perhaps they were simply too exalted to sign as witnesses to a private contract. The commander of the frontier region (τοποτηρητής τοῦ λιμίτου), appointed by the duke, seems to have served as his representative to whom "plaintiffs could have recourse, in certain cases ... although the use ... was lawful only in exceptional circumstances" (G. Rouillard, *L'Administration civile de L'Égypte byzantine* [Paris, 1928], 151 and note 10). A τοποτηρητής is mentioned also in *P. Münch.* 14.19 (D48), but is not identified as τοῦ λιμίτου. He bears there the same epithet, "magnificent," that the duke of the Thebaid does elsewhere (*P. Leid. Z.* 14 [D19]).

¹⁰ That is, she swears that her conscience is clear when she declares that she is withholding nothing from the reckoning of the total estate before its division. This procedure was recognized in Roman law when heirs challenged the division of an estate (*Cod. Iust.* 6, 30, 22, 10; also *Nov.* 1, 2, 1).

¹¹ That is, in her argument at lines 18-19.

- property, ³⁴including clothes, bronze vessels, and notes, ¹² ³⁵and therefore he was claiming them in law, seeking to recover them.
- Investigation And, ³⁶confirming ³⁵the (statements) about this, ³⁶I brought forward I[a]kkobos (*sic*) son of Praipositos and Komes ³⁷son of Hatres and Iakob son of Makarios from Syene, who (all) said nothing other ³⁸than that they had heard from all those in their fort¹³ ³⁹that the late Iakob was well off in comparison with ⁴⁰those people around us. I also brought forward Isakos son of Konstantinos, ⁴¹who said that Tapia, the respondent, ¹⁴ had confided to him that she wished ⁴²to remove the property from her house to another place, and that ⁴³most of the property had been transported at night by him. (*space*)
- Rebuttal of Tapia ⁴⁴When witness had been borne ⁴³to this ⁴⁴by Isakos (*sic*), the defendant assailed the action ⁴⁵and the antagonism¹⁵ of the man, saying that he was being an advocate rather ⁴⁶than bearing witness and that the whole (story) ⁴⁷had been concocted ⁴⁶as a favor to the side of the complainant. ⁴⁷(*space*) She said that, as a truthful claim when she heard that ⁴⁸a person ⁴⁷was about ⁴⁸to come from the most illustrious commander ⁴⁹to abuse her because of the proceeding (initiated) by her son, she wished ⁵¹to carry out of the house and transport elsewhere ⁵⁰the property that had fallen to her lot and had been locked away in a certain place, ⁵¹and that from this ⁵²pretext the witness and her own son ⁵³had woven ⁵²this ⁵³web ⁵²against her.
- Assessment ⁵³And, on these (grounds) they rejected the ⁵⁴pleas of justification ⁵³of their family.¹⁶ (*space*)
- Decision I ⁵⁴But I, having examined the pleas of justification made on each side, ⁵⁵decide that the respondent, Tapia, is obliged to (do) nothing else than the ⁵⁶tendering of another corporal oath¹⁷ concerning her pure conscience ⁵⁷and concerning the (assertion) that she carried off or concealed none of her husband's ⁵⁸property. (*space*)
- Rationale I For to me too the testimony of Isakos seemed ⁵⁹to have been spoken as a favor, and ⁶⁰the law absolutely does not admit ⁵⁹the testimony of (only) one witness.
- Decision II ⁶⁰Nevertheless, the ⁶¹property ⁶⁰that was shown to be her own, to belong to her, ⁶¹and especially th[e] female clothes, (I decide that) [sh]e does have these as warranted ⁶²and irrevocable, especially the items that had been moved as she described.
- The ⁶³said gold has been exacted for the ⁶⁴part of the property that had been left and had come around to her ⁶³by mutual agreement. ⁶⁵But, (I decide that) every

¹² Two suits in the Aramaic documents involve the ownership of clothing, vessels, a wifehood document, etc. (*TAD* B2.8:3-4 [B31], 2.9:5-7 [B32]).

¹³ κάστρον, lit. "camp," only here and in the toponyms in *P. Lond.* V 1720.5, 7 (D24), 1719.4, 6 (D26).

¹⁴ τὴν ἐναγομένην, "the (woman) against whom action is brought." Also in line 55.

¹⁵ If Isakos son of Konstantinos is identical to Isakos son of Kostantios (*P. Lond.* V 1724.71 [D32]) and therefore one of the "sons of Kostantios" (*P. Lond.* V 1729.23-4 [D37]), his antagonism against Tapia's son-in-law Patermouthis can be observed developing some months later. Then, as the husband of Tsone, this same Isakos apparently made a claim on some property given to Patermouthis by Ioannes, his wife's great-uncle (*P. Lond.* V 1729 [D37]).

¹⁶ I.e., Tapia and Ioannes each rejected the arguments of the other. In addition to the space a large mark of undetermined nature appears in the left margin.

¹⁷ An oath taken while holding the hand on sacred relics, a Bible, or a cross – Wenger.

claim is preserved intact for her against whatever ⁶⁶other individuals ⁶⁵she believes she has a claim ⁶⁶concerning the said ⁶⁷forfeit, namely (the) collection of gold ⁶⁶imposed on her.

- Rationale II ⁶⁷But, (I decide that) Ioannes, her son, ⁶⁸is not liable¹⁸ for this, for (it is appropriate) for anyone who believes he has been wronged ⁶⁹to go before the officials or¹⁹ those who occupy the place of the officials, ⁷⁰but (it is appropriate) for them to have treated²⁰ ⁷¹property ⁷⁰with consideration and not so indiscriminately.
- Decision III ⁷¹Therefore (*space*) I have acquitted the son of this liability, ⁷²not so much in accordance with strict discipline as out of benevolence, but I have preserved for her ⁷³intact every claim against the others who have caused her to forfeit, ⁷⁴on condition, of course, that ⁷⁵her son Ioannes ⁷⁴receives ⁷⁵a third share of ⁷⁴the gold which will, presumably, be recovered.²¹
- Compromise Proposal ⁷⁵As I was on the point of ⁷⁶presenting ⁷⁵the present the complainant strongly maintained that it had been proposed to him by his ⁷⁷mother that he receive twelve *solidi* as full quittance.²² ⁷⁸And when his mother did not concur with this claim, they agre[ed] ⁷⁹between themselves, with my knowledge, that if the complainant should be able ⁸⁰to demonstrate ⁷⁹this ⁸⁰lawfully through three reliable witnesses ⁸¹who had attended minutely to ⁸⁰the proposal ⁸¹and who would pass this on in a sworn manner, ⁸²she would provide him with that which was shown to have been agreed upon. (*space*)
- Presentation Therefore, ⁸³I have read out loud what I decided was good and I have presented it to the sides Ϝ .
- Signature ⁸⁴(2nd hand) I, MARKOS THE AD(VOCATE), HAVE DECIDED IN ACCORD WITH WHAT I HAVE OBSERVED²³ †††.

¹⁸ ἐνέχεσθαι, "encumbered."

¹⁹ ἦτοι, same word as that translated in line 67 and elsewhere as "namely" (*P. Münch.* 16.8 [D21], 4.15, 25 [D34]; 5V.1 [D34]; 7.41 [D36]; 11.27 [D45]; 12.22 [D46]; 13.33, 44; [D47]).

²⁰ κεχρησθαι, "to have used."

²¹ That is, Ioannes is to be satisfied with 11 *solidi* of the 33 which she will recover from Menas (if she does).

²² ἀπαλλαγῆς, translated elsewhere in this archive as "reconciliation."

²³ So Schiller (above, note 1), p. 475 n. 29, translates ΚΑΘ' Ὁ ΣΥΝΙΔΙΟΝ ΕΚΡΙΝΑ. Alternately, "according to my conscience" (JS). Elsewhere in these documents we translate the forms of συνοράω as "decide." The whole Signature is written in large uncials, as is the Acknowledgment in *P. Rein.* II 107.5-6 (D28).

D36

P. Münch. 7 (Inv. No. 97) + P. Lond. V 1860 (Inv. No. 1819A)

SETTLEMENT OF DISPUTE OVER LEGACY

DATE: 23 June, 583 CE
 SIZE: 32 cm wide by 159+ cm high (= ? [P. Lond. V 1860] + 159 [P. Münch. 7])
 LINES: 98 (= 97, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso [from P. Lond. V 1860] parallel to the fibers); folded from bottom to top
 PLACE: Antinoopolis (= Antinoë)¹
 PARTIES: Aur.² Ioannes son of Iakobos (here Iakybis) to Aur. Patermouthis son of Menas and Tsia and to his wife Kako
 OBJECTS: House plus quarter-share of boat
 WITNESSES: 3
 NOTARY: Dios son of Elias

Like *P. Münch.* 1 this document labels itself repeatedly as a "settlement" (διάλυσις [lines 6, 43, 72, 87, 92, 94, 95, 98]), and its first operative paragraph (Suit) has the same fourfold structure: 1. an act *ante mortem* (lines 16-20); 2. a *post mortem* receipt of legacy (lines 20-28); 3. suit (lines 28-33); 4. arbitration decision (lines 33-40). It is interesting that here (as in *P. Münch.* 6.3-5 [D35]) the arbitrator is an anonymous group of friends and not an official body, as in *P. Münch.* 1. Unlike the latter document and most of the other documents in the archive, this is an objectively-styled recitation of facts up until the Acknowledgment (line 75), in which the parties, speaking in their own name, affirm their adherence to the settlement. Since it is only Ioannes who brings a signatory, it is evident that this document is the copy intended for Patermouthis. We may conjecture that an identical copy, but bearing the signatory of Patermouthis, was drawn up for Ioannes. In *P. Münch.* 1 (D29), drawn up less than a decade earlier, the siblings of Iakobos supported by their mother accused him of having appropriated an undue portion of their father's estate. Here Ioannes, the son of that now-deceased Iakobos, accuses his brother-in-law (and by extension his sister Kako) of improper possession of part of the estate (lines 28-33). In the earlier situation Dios, while still alive, had given his son Iakobos a partnership in the shipping business quite apart from what he was to leave to his heirs in general (*P. Münch.* 1.12-13 [D29]). So too, the claim of Ioannes with regard to the boat of his father may have been based upon the fact that he in turn had been made a partner by his father Iakobos while still alive. See note to line 39 (below).

The settlement confirms the division of the estate of Iakobos between his children, Ioannes and Kako (whose husband, Aur. Patermouthis, here acts also for her). Upon the death of Iakobos his son and daughter had divided the property equally, leaving outstanding debts owed to their father to fall due, after which they would divide the proceeds (lines 20-28). Ioannes then had sued Patermouthis about (1) a half-share of a boat that Patermouthis had purchased from Iakobos and (2) a share of a house which Patermouthis had purchased from Isakos and Tsone (*P. Lond. V* 1724 [D32]) but later sold to Iakobos, and the deed to which Ioannes seems to have found among his father's papers. What we have here is a record of the settling of that suit. Patermouthis and Kako agree to yield one quarter-share of the three quarter-shares, thus retaining a half-share of the boat (one-quarter from the purchase and one-quarter from the legacy [lines 35-38]). They also retain possession of the house share (lines 39-40), regardless of the fact that Ioannes had got hold of the deed (which he is now to surrender [lines 52-56]). Ioannes further guarantees Patermouthis possession of a necklace the latter's daughter holds (lines 73-75). Any attempt by either party to overturn the settlement is subject to a twelve *solidi* fine (lines 67-71).

There are several consequences to the fact that this is the only one of our documents drawn up in the city of Antinoopolis. The scribe, evidently unfamiliar with this prominent Syenian family, spells Iakobos' name in a manner unique in this archive and also errs in giving Ioannes the status designation of Aurelius rather than Flavius. He left numerous blank spaces which seem to serve as dividers between phrases, sentences, or

¹ A city on the east bank of the Nile, the capital of the Thebaid, lying on its northern border, across the Nile to the east of Hermopolis.

² See note to line 8 (below).

paragraphs. Only here among the documents in our archive is the style objective rather than subjective (at least until the Acknowledgment) and only here does one of the parties affix his own mark (three crosses in line 85). The top of the papyrus of *P. Münch. 7* containing the endorsement (*P. Lond. V 1860*) appears to have been cleanly cut away, not broken or torn off.

RECTO

Sigla	¹ [†] χμγ †
Date	⁴ Ϡ In the first ³ year ² of the reign of our most divine master Flavius Tiberius ³ Maurice, the eternal Augustus, Emperor, ⁴ on Payni twenty-ninth, in the second indiction,
Place	in Anti(noo) ⁵ polis the most illustrious Ϡ.
Parties	⁶ † This settlement is drawn up and made ⁷ mutually, ⁶ executed (by) both (parties), ⁷ willingly and convinced, ⁸ without ⁷ any deception ⁸ or force, (<i>space</i>) by, on the one side, (<i>space</i>) Aurelius ³ Ioannes ⁹ son of Iakybis, ⁴ (his) mother (being) Tapia, soldier of the regiment of Syene, ¹⁰ and on the other, (<i>space</i>) Aurelius Patermouthis son of Menas, (his) mother (being) ¹¹ Tsia, boatman from the same city of the Syenians, speak ¹² ing ⁵ and acting validly and settling on his own ¹³ authority ⁶ both on his own behalf and on behalf of K[a]ko the most generous, ¹⁴ who is on the one hand his spouse and on the other the sister of the aforesaid Ioannes, ¹⁵ both (parties) at present staying here in the city of the Antinoëans.
Suit	¹⁶ And it is agreed as set forth below. (<i>space</i>) Iakybis, now of blessed ¹⁷ memory, father of the aforesaid Ioannes ¹⁸ and father-in-law of the mentioned Patermouthis, ¹⁹ left ¹⁸ his life ⁷ ¹⁹ to Ioannes and Kako, the ²⁰ aforesaid, his children and heirs. (<i>space</i>) And after ²¹ his death they divided among themselves all that was ²² left to them, every sort of thing from the valuable to ²³ the most humble item, in half-shares except for the securities ²⁴ of different people who owed to their la(te) ⁸ ²⁵ father; and, with respect to those, they decided that the same securities ²⁶ should be joint until the exaction in full and that the ²⁷ money realized from them be divided between themselves ²⁸ in half-shares. (<i>space</i>) These matters having been thus arranged, ²⁹ the aforesaid Ioannes brought an action against the aforesaid ³⁰ Patermouthis about a share of a house which came around to him (Patermouthis) ³¹ by right of purchase ⁹ from Isakos and Tsone,

³ Probably Flavius should be read. Since Ioannes is already a soldier, the status designation of Aurelius, consistent throughout this document, must be an error (*J. G. Keenan, ZPE 11* [1973], 63, in agreement with H. I. Bell, *SPBM*, 166). The scribe's error is easier to understand when we recall that he was a stranger to the parties, who were far from their home in Syene.

⁴ Variant of Iakobos, used only by this Antinoopolitan scribe, not by any scribe in Syene.

⁵ Phrase found also in lines 76-77: ποιούμενος τὸς λόγους, "filing his own accounts." It may have a bearing on the extent to which Patermouthis acts as the κύριος of Kako.

⁶ ἀὐθεντία, "self-determination, on one's own authority," rendered "sway" in *P. Lond. V 1723.16* (D30; see also 1729.33 (D37)). The usual word for authority in our documents is ἐξουσία, as in *P. Münch. 2.4* (D31).

⁷ I.e., his property.

⁸ Lit., "most blessed." Cf. *P. Münch. 1.14-15* (D29).

⁹ This purchase is recorded in *P. Lond. V 1724* (D32). But it is evident from lines 39-40 and 53-54 that Patermouthis had transferred title to Iakobos. John Shelton (in a private communication) speculates that this was

- (*space*) and further ³²also about a half-share of a boat purchased from Iakybis, ³³his late father-in-law. (*space*)
- Settlement And after much had been said ³⁴between them about this, finally, through the mediation of some friends, ³⁵they decided that Ioannes should have a quarter-share of the ³⁶purchased half-share¹⁰ of the same boat, and ³⁷that he should also have ³⁶as well, ³⁷because of his legacy from his father, ³⁸a quarter-share, (*space*) while Patermouthis and Kako (*space*) ³⁹have the other half-share of the same boat,¹¹ (*space*) and, in addition, the entire ⁴⁰share of a house ³⁹purchased ⁴⁰from them in accordance with the power of its deed of sale.¹²
- Satisfaction And since ⁴¹holding to such a mediation, namely, a reconciliation, was approved by each ⁴²party, (*space*) it was logically necessary that there be (made) for them the present ⁴³general and comprehensive settlement (*space*) by which they acknowledge — and so acknowledges ⁴⁴each party: (*space*) first, that they have gotten and have received ⁴⁵in its entirety everything that has fallen to each party's lot of the legacy ⁴⁶of the late Iakybis and of the same boat and of the same house ⁴⁷in accordance with the statement above;
- Withdrawal secondly, that ⁴⁸neither party ⁴⁷has nor will have any claim ⁴⁸against the other with reference to the (estate) left ⁴⁹by the same late Iakybis, nor (with reference to) the same boat and the ⁵⁰share of the house because each party has fully satisfied¹³ ⁵¹the other party. (*space*)
- Document Transfer And it was decided that the aforesaid ⁵²Ioannes, immediately on his return to his city,¹⁴ should deliver ⁵³to the aforesaid Patermouthis the ⁵⁴deed of sale¹⁵ of the share of the same house, ⁵³which deed had come from him (Patermouthis) ⁵⁴to the same Iakybis. At any rate, ⁵⁵it is invalid and out-of-date and without strength whether it ⁵⁶is brought forward ⁵⁵by the same ⁵⁶Iakybis¹⁶ or by any other person at all whatsoever.
- Waiver of Suit ⁵⁷And in the future they (may) not sue and shall not sue each other ever, not ⁵⁸by themselves nor by their heirs or successors or assigns, ⁵⁹not through an agent nor through any intermediary person whatsoever, neither in ⁶⁰(local) court or foreign nor out of court¹⁷ concerning this ⁶¹case or any other issue whatsoever, monetary and ⁶²involving a complaint. (*space*)

a fictitious transfer, "the deed serving as security for a loan. Patermouthis presumably tore it up or burned it when he got it back to prevent any more trouble, hence its absence from the archive" in spite of lines 52-54.

¹⁰ This must mean a quarter share of the whole boat, not, as it would appear, an eighth, because of line 39. An Aramaic letter referred to partners in a boat (*TAD* A3.10:2-3 [B12]).

¹¹ Ioannes gets a quarter share from the share purchased by Patermouthis from Iakobos and another quarter share from the inheritance. Similarly, Patermouthis and Kako are left with a quarter share from the purchased share and a quarter share from the inheritance. The question arises, did Patermouthis and Kako have to yield to Ioannes the quarter of the boat they had bought from Iakobos because Ioannes claimed (successfully) that their father had no right to sell half the boat since Ioannes was a partner in it with him?

¹² *P. Lond.* V 1724 (D32).

¹³ τὸ ἰκανὸν γεγενῆσθαι, lit., "there has come to be a sufficiency in all things for the one party from the other." A different use of ἰκανὸν with the verb ποιεῖν is found in *P. Münch.* 2.14 (D31).

¹⁴ I.e., Syene.

¹⁵ Not found in the archive. See note to line 13.

¹⁶ An error. Clearly Ioannes is meant.

¹⁷ The same phrase from the beginning of this line is found in *P. Münch.* 14.70. (D48) It implies the existence of three jurisdictions: the local court, an out-of-province court, and an extra-judicial authority. Cf. Aramaic 120

Oath	And, ⁶³ both parties have sworn that they will preserve ⁶² all the aforesaid (agreements), ⁶³ by the Holy ⁶⁴ and Consubstantial Trinity and by the victory and permanence of ⁶⁵ our most pious master Flavius Tiberius Maurice, ⁶⁶ the eternal Augustus, Emperor. (<i>space</i>)
Penalty	If ⁶⁷ either party (attempts) ¹⁸ to violate in any way ⁶⁶ whatsoever ⁶⁷ all that is written herein ⁶⁸ and contravene it, he shall not profit ⁶⁹ from the attempt at violation, (<i>space</i>) and the violating ⁷⁰ party ⁶⁹ acknowledges (that he must) ⁷⁰ offer in requital ¹⁹ to the party abiding by (the settlement) gold, ⁷¹ twelve <i>solidi</i> to be exacted by judgment and authority, ²⁰
Reaffirmation	⁷² with this settlement being always strong even so.
Addendum	⁷³ The same Ioannes is not empowered ²¹ to bring action against the same Paternmouthis ⁷⁴ concerning the golden necklace of his (Paternmouthis') daughter Helen, ⁷⁵ but he holds this by right of ownership for all time.
Acknowledgment	⁷⁶ I, the aforesaid Paternmouthis, acknowledge further, speak ⁷⁷ ing ²² and acting validly both for myself and for Kako ⁷⁸ my own spouse, that I am ready, at my own risk and by means ⁷⁹ of every kind of property of mine, to cause ²³ my own ⁸⁰ wife ²⁴ (<i>space</i>) to embrace and abide in perpetuity by the authority ²⁵ ⁸¹ of the present settlements and to undermine no (part) ⁸² of them at all. (<i>space</i>) And, with reference to all the aforesaid ⁸³ and with reference to each part and the sum of them, ⁸⁴ having been questioned ⁸⁵ they have acknowledged ⁸⁴ that they hold this as so: ²⁶ to bestow, to do, to preserve, ⁸⁵ to fulfill, ²⁷ to abide by †. (3 rd hand) Sign of Ioannes (2 nd hand) ††† (3 rd hand) sol(dier) of the regi(ment) of Syene †. I, Aurelius ⁸⁶ Ioannes son of Iakybis, so(ldier) of the regi(ment) of Syene, the aforesaid, have had ⁸⁷ this settlement ⁸⁶ drawn up ⁸⁷ and am convinced by all that is written herein, ⁸⁸ subject to the aforementioned penalty, having sworn also the divine oath as aforem(entioned), ⁸⁹ and I have executed (the deed).

וּמְרָא וּדְיָן, "prefect or lord or judge" (*TAD* B3.12:28 [B45]). However, that language should perhaps be taken as a fossilized formula not reflecting current practice, if Schiller's thesis, that the courts were no longer functioning, is correct (see notes 1 and 2 to *P. Münch.* 6 [D35]).

¹⁸ Assuming that ἐπιχειρήσειεν was omitted (cf. *P. Münch.* 14.74 and 89 [D48]). Alternatively, we may supply βουληθείη "wishes" as in *P. Münch.* 1.47 (D29) and 8.31 (D23).

¹⁹ ποινή as opposed to ζημίωμα, "forfeiture" in *P. Münch.* 13.63 (D47) or ζημία, "forfeit" in *P. Münch.* 6.67 (D35), 9.67 (D40), 14.46, 80 (D48); compare ζημιούν, "to forfeit" in *P. Münch.* 6.73 (D35), 14.19 (D48). Note also the following: καταδίκη, "fine" in *P. Münch.* 13.61 (D47), 12.44 (D46); *P. Lond.* V 1730.22 (D41); πρόστιμον, "penalty" in *P. Münch.* 7.88 (D36), 11.57 (D45), 14.76, 91, 98 (D48); *P. Lond.* V 1727.52 (D38), 1728.18 (D39), 1729.34 (D37), 1731.29 (D42); ἐπίτιμον, "assessment" in *BGU* 1249.11 (D10); βλάβη, "damages" in *P. Münch.* 13.63 (D47); *P. Lond.* V 1735.18 (D50).

²⁰ See note to *P. Münch.* 4.35 (D34).

²¹ δύνασθαι, elsewhere in these documents rendered as "be able." See note to *P. Lond.* V 1724.56 (D32)

²² See note to line 12 (above).

²³ παρασκευάσαι, see note to *P. Lond.* V 1732.4 (D44).

²⁴ ἐλευθέραν, as in *P. Ross. George.* III 10.16 note (p. 49).

²⁵ δυνάμει, literally "power."

²⁶ See note to *P. Münch.* 4.46 (D34).

²⁷ πληροῦν, elsewhere translated as "pay in full" (*P. Münch.* 16.21 [D21]; *P. Lond.* V 1724.58 [D32], 1731.33 [D42]).

Signatory	Ϡ I, Christopher son of Victor, assistant ²⁸ from Anti(noopolis), having been asked, wrote ⁹⁰ on his behalf since he is not literate, but he made, with his very own ⁹¹ hand, the three honorable crosses †.
Witnesses	(4 th hand) Ϡ I, Ioseph son of Isakos, under G(od) not(ary) from Anti(noopolis), ⁹² bear witness to this settlement, having heard it from the contracting parties Ϡ. ⁹³ (5 th hand) Ϡ I, Fl. Philippos son of Ioannes, ord(erly) of the gover(nor's) ²⁹ st(aff), bear witness to this ⁹⁴ settlement, having heard it from the contracting parties Ϡ. (6 th hand) Ϡ I, Kosmas son of Theodoros, ⁹⁵ under God not(ary) from Antino(opolis), bear witness to this settlement, having heard it ⁹⁶ from the contracting parties Ϡ.
Notary	⁹⁷ (7 th hand) Ϡ By me, Dios son of Elias, <i>symbolaiographos</i> ... ³⁰ VERSO ³¹
Endorsement	⁹⁸ Settleme(nt) mad(e) by Ioanne(s), sol(dier) . . .

²⁸ "Probably a lower-ranking official in the city administration, a kind of *adiutor*" — H.-W.

²⁹ ἡγεμών = Latin *praeses*. The two *praesides* of the Thebaid were subordinate to the duke. Each presided over an *officium*, consisting of four departments: finance, justice, archives, and miscellaneous (G. Rouillard, *L'administration civile de L'Égypte byzantine* [Paris, 1928], 47 and 50; O. Montevecchi, *La Papirologia* [Milano, 1988], 166, 171.

³⁰ There follows a series of shorthand notes which cannot be deciphered.

³¹ *P. Lond.* V 1860 supplies the verso.

D37

P. Lond. V 1729 (Inv. No. 1787)

GIFT OF HOUSE-SHARE IN CONTEMPLATION OF DEATH

DATE: 12 March 584 CE
 SIZE: 33 cm wide by 87.95 cm high
 LINES: 54 (= 53, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso); folded from bottom to top; at the foot, 21.6 cm. is blank papyrus
 PLACE: Syene
 PARTIES: Ioannes son of Patechnoumios to Aur. Paternouthis
 OBJECT: A house-share
 WITNESSES: 5
 SCRIBE: Allamon son of Petros

The monk Ioannes bestows upon Paternouthis all his personal possessions (lines 40-42) as well as a hereditary house-share which has yet to be removed from the control of others (lines 32-33), presumably "the sons of Kostantios" (lines 23-24). Isakios son of Kostantios was the husband of Tsone (*P. Lond. V 1724.71 [D32]*) — the great-granddaughter of Patechnoumios (*P. Lond. V 1724.23 [D32]*), the latter perhaps the father of our Ioannes — and thus a claimant to Ioannes' estate. In order to strengthen Paternouthis' claim against a possible challenge from the sons of Kostantios, Ioannes elaborates on the support he has received from Paternouthis during his illness, a frequent tactic in gifts made in contemplation of death.¹ He swears that this support was freely (lines 25-26, 38-39) and generously (lines 16-22, 27-28, 39) given and was not part of any balance due for the sale of a house by Ioannes to Paternouthis' late father-in-law, Iakobos. The document had originally been addressed to someone else, perhaps to Tapia, but not to Paternouthis, as indicated by traces on lines 7, 9, and 16 and by the phraseology in the original version of line 25. The property may be the same as that referred to in *P. Münch.* 12.30 (D46) and 13.26 (D47). Papyrus is not of very good quality. Re-edited in *FIRA III*, 204-209.

RECTO

Date ¹† ²In the second year ¹of the reign of our most divine master, Flavius Tiberius Maurice, ²the eternal Augustus and Emperor, Phamenoth ³sixteen, in the second ind(iction),

Parties ⁴Ioannes son of Patechnoumios, most humble monk, ⁵originating ⁴from Syene and ⁵providing a signatory below ⁶signing ⁵on his behalf ⁶and witnesses bearing witness below to this acknowledgment,

⁷to Aurelius Paternouthis son of Menas, boatman ⁸originating ⁷from the same ⁸Syene,

Salutation greetings.

Preamble Inasmuch as, a few ⁹days ⁸ago, ⁹I sold (erasure: to you and) to your late (erasure: husband) Iakobos, ¹⁰by a written deed² of sale, the parts of houses remaining to me, and ¹¹I have gotten their price from you in accordance with the power of the ¹²deed of sale done (for you) by me, and ¹³I have spent (their price) for my essential needs; and (inasmuch as) it turned out that I fell ¹⁴into disease and required much expense,

¹ E.g., *P. Münch.* 8 (D23); *TAD B3.10:16-18 (B44)*. This tactic, which is found in Egyptian documents going back two and one-half millennia, seems "designed to give the bequest the additional protection of a *bona fide* sale" as described in B. Porten and H. Z. Szubin in N. Waldman, ed., *Community and Culture* (Philadelphia, 1987), 190.

² We do not seem to have this deed in the archive, but the sale is attested in *P. Münch.* 9.50-3 (D40).

and I do not have (anyone) ¹⁵to care for me or keep me except you, the ¹⁶aforsaid Patermouthis, who gives me repose and cherishes me ¹⁷and serves me and <provides>³ me with absolutely every life-supporting necessity, ¹⁸in no way vexing me neither in word nor in deeds at all, to be sure, ¹⁹but even having spent much money⁴ from your cashbox for me in the ²⁰now present⁵ famine, (space) so that I am able neither with my mouth nor with sufficient language ²¹of my own to tell each particular of the many benefactions (performed) by you, ²²the Lord (alone) being capable of giving you back equal return — however, ²³I have heard from someone that the sons of Kostantios are taking measures^{6 2 4}against you, to bring action against you after my death —

- Transfer I I acknowledge,
 Oath swearing ²⁵by the plaited leather⁷ bound around me,
 that you⁸ owe nothing to me, that ²⁶I never gave you or sold you anything by any covenant, but that ²⁷you have fed me from your cashbox and clothed me and (gave) me every life-supporting ²⁸necessity. And I shall continually acknowledge my gratefulness to you before^{9 29}God and men, even if I am not able to make an equal re³⁰turn to you, but I shall acknowledge that the share ³¹of a house,
 Pedigree ³⁰the (share) having come around to me ³¹by rightful legacy from the late Maria, my ³²sister,
 I did not receive¹⁰ nor did I ever get anything for its price, but they¹¹ got it in their sway.¹²
- Transfer II ³³I am taking measures¹³ to seek to receive from them the share belonging to me of the house,
 Penalty and (to seek) ³⁴that they give as penalty gold, six *solidi*, ³⁵to be exacted ³⁴by judgment and authority^{14 35}from their assets,

³ "...a word like δίδοντα has been accidentally omitted" (Bell).

⁴ δαπανήματα, "cost."

⁵ γεγονότι.

⁶ μελετῆσαι, "taking care, practicing."

⁷ τὸ περιβεβλημένον μοι σχῆμα, the girdle symbolizing his profession as a monk; see L.S.B. MacCoull, *BASP* 27 (1990) 157. Discussed (briefly) by H.I. Bell, *Byzantinische Zeitschrift* 22 (1913), 392-394. See also E. Seidl, *Der Eid* (Münchener Beiträge 24, 1935), II 41-42, 127.

⁸ Greek has "they," corrected from the feminine participle (which would have referred to Tapia). The plural "must be due to a misconception on the part of the scribe, who thought that the reference was to the sons of Kostantius, whereas it is really to the person addressed, i.e., in the corrected form of the document, to Patermuthius" (Bell).

⁹ Literally, "I do not stop, but I shall acknowledge your charity face to face ..."

¹⁰ Aorist of λαμβάνω here and in the next line, often with the meaning "receive" (cf. *P. Münch.* 6.74 [D35]). Translated as "accept" elsewhere in these documents.

¹¹ The sons of Kostantius (line 23).

¹² The phrase, "but they got it in their sway" is written between lines 32 and 33.

¹³ Bell notes "he has determined to proceed against them for his share ..." and suggests that the penalty mentioned in the next lines indicates that Ioannes believes the sons of Kostantios were bound by an agreement not to dispute the earlier sale by Ioannes to Iakobos (lines 9 and 10). But we have no documentary evidence of such an agreement.

¹⁴ See note to the same phrase at *P. Münch.* 4.35 (D34).

Reaffirmation	in addition to their not ³⁶ being able to initiate any (suit) ever against you, either they themselves or others, whether strangers ¹⁵ or ³⁷ family, in court or outside court, nor able to initiate arbitration ³⁸ against you, because,
Transfer III	as has often been said above, and as I have sworn, I have giv ³⁹ en you ³⁸ nothing, ³⁹ but you have fed me from your cashbox an[d cl]othed me and (given) me every life-supporting necessity. ⁴⁰ And this I shall reveal, (and) I bid that, after my death, ¹⁶ ⁴¹ you have and appropriate ⁴⁰ whatever I have, (even) the most humble property.
Waiver of Removal	⁴¹ And no one shall be [p]er[m]itted to take any (of it) from you ever.
Validity	And ⁴² as your security I have presented (to you) this acknowledgment, which is valid and ⁴³ warranted a(nd) lawful wherever brought forwar[d, w]ith the sign(ature) of the one sign(ing) on my [be]half.
Acknowledgment	A(nd) having been quest(ioned), ⁴⁴ I have expressed acknowledgment †. (2 nd hand) ꝥ I, Ioannes son of Patechnoumios, most humble monk from Syene, ⁴⁵ the aforesaid, have had the acknowledgment drawn up, [and] e[very]thing written herein is [s]atisfactory to me ⁴⁶ as aforem(entioned).
Signatory	I, Fl. Markos son of Apa Dios, sol(dier) of the regiment of Syene, having been requested, wrote on his behalf, ⁴⁷ he being present and having told (it) to me in a public place, since he is not ⁴⁶ liter ⁴⁷ ate. ¹⁷
Witnesses	⁴⁸ (3 rd hand) I, Fl. Kyros son of Ioanes (<i>sic</i>), centur(ion) of the regiment of Syene, bear witness †. ⁴⁹ (4 th hand) † I, Theophilos son of Paeion, most h(umble) deacon, having been requested, bear witness. ⁵⁰ (5 th hand) I, Fl. Hatres son of Victor, sol(dier) of the regiment of Syene, bear witness. ⁵¹ (6 th hand) ꝥ I, Fl. Ioannes son of Kolouthos, centurion of the regiment of Syene, bear witness. ⁵² (7 th hand) † I, Fl. Isak son of Iakob, centur(ion) of the regiment of Syene, bear witness †.
Scribe	⁵³ (1 st hand) † Written by me, Allamon son of Petros †.
Endorsement	VERSO ⁵⁴ (8 th hand?) † Acknowledgmen(t) don(e) b(y) Ioanne[s]...

¹⁵ See note to *P. Münch.* 13.52 (D37).

¹⁶ ἔξοδον, same as the word for "exit" of a building, as in *P. Münch.* 16.37 (D21).

¹⁷ Literal translation of the Greek would yield, "wrote on behalf of him, not being literate, being present and having told it to me in a public place."

D38

P. Lond. V 1727 (Inv. No. 1796)

WILL

DATE: 13 August 583-12 August 584 CE (probably 12 March, 584 CE)¹
 SIZE: 31.43 cm wide by 106.1 cm high
 LINES: 74 (= 73, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Paternouthis son of Menas and his wife Kako
 WITNESSES: 5
 SCRIBE: Allamon son of Petros

Paternouthis and Kako (here spelled Tkako) draw up their will. Paternouthis, at least, lives another 30 years (*P. Lond. V 1737 [D51]*). Here they assign all the property of the one who dies first to the survivor (lines 28-38), and upon the death of the survivor, to their common children in equal shares (lines 40-43, 46-70). The survivor is to enjoy the income and must settle the debts of the deceased (lines 43-45). Any one of the children who contests the will is prohibited from benefiting from it and incurs a monetary penalty of 12 *solidi* (lines 47-55).

This will is written in the same year as *P. Lond. V 1729 (D37)*, drawn up by the same scribe, and four of its five witnesses (lines 68, 70-72) are identical with four of the five witnesses in *P. Lond. V 1729.48-51 (D37)*, who sign in the same sequence. The two testaments were most likely drawn up at the same time, that is, 12 March, 584.

Described by H.I. Bell, *Klio* 13 (1913), 170-71. Translated previously in *Select Papyri I*, No. 86. Re-edited in *FIRA III*, 198-204.

RECTO

Date ¹[†] ²In the se[cond] year ¹of the reign of [our] most div[ine mast]jer, Flavius [Ti]berius Maurice ²the eternal A[ugustus and] Emperor, [(month) x ³(day) y, in the second ind(iction)],

Place in Syene,

Parties ⁴the Aurelians Paternouthis son of Menas, (his) mother (being) Tsia, boatman of Syene,
 and ⁵Tkako his wife, daughter of Iakobos, (her) mother (being) Tapia,
⁶[originating from Syene an]d providing a signatory below ⁷signing [on their] [behalf] and witnesses ⁸bearing witness ⁷below ⁸to this acknowledgment,
⁷according to (their) instruc⁸[tion an]d commission and request,

Salutation ⁹greetings.²

Preamble Inasmuch as we have been joined to each other in the shared (state of) matrimony, ¹⁰providing³ no casual repose and cherishment ¹¹for each other, providing repose and cherishing and serving ¹²and obeying and submitting, in absolutely no matter ¹³criticizing unfairly but living in all submissiveness, therefore we, being prudent ¹⁴lest, contrary to our expectation, one of us, ¹⁵having come to the end of his life and of the (things) of this world, ¹⁶withdraws from affairs, and

¹ The day and month are lost but the year is reckoned according to the *dies imperii* of Maurice (R. S. Bagnall and K. A. Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen, 1978), 91.

² A fixed formula retained in this will even though inappropriate.

³ ἐνδεικνύμενοι, lit., "exhibiting."

- lest the survivor should find himself in want ¹⁷because of the children⁴ of the two of us, considering (the matter), ¹⁸pondering our calculations, having strong understanding, ¹⁹unimpaired minds, healthy senses, ²⁰walking ¹⁹on foot ²⁰at market, come forward to this ²¹written acknowledgment whereby
- Testament I we the afore²²said ²¹acknowledge, ²²willingly and convinced apart from any ²³guile or fear or force or deception or compulsion or deceit ²⁴or flattery or contrivance or maliciousness or ²⁵any de²⁴fect, ²⁵after deliberating twice and thrice, that — while (we wish that) we, surviving ²⁶and well, may enjoy all ²⁷our property (and) ²⁶use (it) ²⁷with whatever administration we wish, still, ²⁸whenever it occurs to the master of the universe, Christ, ²⁹(may it not happen!) that one of us should come to the end of life — we acknowledge that the survivor ³⁰(shall) have and be in possession of all the ³¹property ³⁰left ³¹by the deceased — that which came around to him ³²by parental succession and by right of purchase and by sweat (and) ³³toil, among them (being) houses and (objects of) gold and silver and copper and ³⁴mountain-copper⁵ and clothing and woven things and all sorts of minor ³⁵items, from the large item to the most humble, and ³⁶shall control ³⁵these ³⁶and own and administer and treat and repair them ³⁷and from them feed and clothe himself and bury and attend to ³⁸the funeral services of the dead one.
- Waiver of Suit None of ³⁹our ³⁸children ³⁹is able or shall be able to bring suit against the survivor ⁴⁰or sue or call him to account or hinder him until his death,
- Testament II and ⁴¹after his death I acknowledge that all the ⁴²property ⁴¹that will be left by us ⁴²will be conveyed to our common children in equal lots, ⁴³and that no difference is made between the children, and that if ⁴⁴the deceased ⁴³should be seen to be ⁴⁴owing or being owed to, I acknowledge that (the survivor) shall ⁴⁵perform all giving and receiving for him (the deceased)⁶ until his (own) death, and ⁴⁶after his death all contracted (payments) shall pass to ⁴⁷our common children.
- Penalty But if one of ⁴⁸our ⁴⁷children ⁴⁸or someone else should bring suit against the survivor to set aside or to violate ⁴⁹or to undermine this mutual acknowledgment⁷ of ours ⁵⁰or to initiate arbitration, I acknowledge that the one who intends to bring suit against (the survivor), first, shall be entirely deprived ⁵¹and without portion of any asset (inheritable) by the ⁵²one who attempts to violate (this acknowledgment), and, in the second place, he (shall) recognize (that he must pay) as penalty ⁵³gold, twelve *solidi*, to be exacted by judgment and authority⁸ from the ⁵⁴assets of the violator,
- Reaffirmation and in addition, nothing⁹ (shall) prevail against ⁵⁵what is written herein but it (shall) be strong in every particular.

⁴ This seems to raise the possibility that the children might not want — or might not be able — to support the survivor.

⁵ Yellow copper ore; possibly brass made from it.

⁶ V. Arangio-Ruiz (*FIRA* III, 203) translates, "ut omnes solutiones uel exactiones nomine superstitis fiant," that all payments and collections be made in the name of the survivor (supplying τοῦ ζῶντος). A Ptolemaic will of 284 BCE gives the surviving children the option of not paying the debts of the deceased parents in exchange for relinquishing the inheritance (*P. Eleph.* 2.13-15 [D3]).

⁷ ἀλληλομολογίαν (also in lines 59, 64, and 74), a very rare word, not found in any of the papyri on PHI CD-ROM other than *SB* 11533.1.1 and 11533.2.1.

⁸ See note to *P. Münch.* 4.35 (D34).

⁹ Assuming μὲν is miswritten for μηδεν.

- Oath ⁵⁶And to all this we have sworn the divine and awesome ⁵⁷oath by Almighty God and by the victory and permanence of ⁵⁸our ⁵⁷most serene ⁵⁸masters not to violate the above-cited terms.
- Validity ⁵⁹And as our security we have presented this mutual acknowledgment, ⁶⁰which is valid and warranted a(nd) lawful wherever brought forward, with the ⁶¹signature of the one sign(ing) on our behalf a(nd) of those witnessing below.
- Acknowledgment And ⁶²having been quest(ioned), we have expressed acknowledgment †.
(2nd hand) Ϙ We,
Aurelius Patermouthis son of Menas, (his) mother (being) Tsia, ⁶³boatman from Syene,
and his wife Aurelia Tkako daughter of Iakobos, (her) ⁶⁴mother (being) Tapia, (both) originating in Syene, the aforem(entioned), have had the present mutual acknowledgment drawn up, ⁶⁵and everything written herein is satisfactory to us as aforem(entioned).
- Signatory I, Fl. Markos son of Apa Dios, sol(dier) of the regim(ent) ⁶⁶of Syene, having been asked, wrote on their behalf, they being present and having told (it) to me, ⁶⁷since they are not literate Ϙ.
- Witnesses (3rd hand) F¹⁰
⁶⁸I, Fl. Kyros son of Ioanes, centurion of the regiment of Syene, bear witness Ϙ.
⁶⁹(4th hand) Ϙ I, Fl. Ioannes son of Patermouthios, former *vicar(ius)* of the regiment of Syene, bear witness.
⁷⁰(5th hand) † I, Theophilos, most h(umble) deacon, bear witness to the acknowledgment, having been requested by the contracting parties.¹¹
⁷¹(6th hand) Ϙ I, Fl. Hatres son of Victor, sol(dier) of the regiment of Syene, bear witness.
⁷²(7th hand) Ϙ I, Fl. Ioannes son of Kolouthos, centurion of the regiment of Syene, bear witness.
- Scribe ⁷³(1st hand) † Written by me, Allamon son of Petros, former *vic(arius)* †.
- Endorsement **VERSO**
⁷⁴(8th hand?) † Mutual acknowledg(ment) [...] of Patermouthios [and Tkako †] ††.

¹⁰ Bell notes that this single letter is probably in the same hand as line 68, suggesting that the witness began to write here, but was directed to start a new line.

¹¹ He neglected to include his patronymic, son of Paeion (*P. Lond.* V 1729.49 [D37]). He alone of the witnesses notes that he is acting at the request of the contracting parties. A similar but abbreviated phrase is attached to his signature (and his alone) in *P. Lond.* V 1729.49 (D37).

D39

P. Lond. V 1728 (Inv. No. 1792)

RESOLUTION OF DISPUTE OVER LEGACY

DATE: 8 March, 585 CE¹
 SIZE: 17.8 cm wide by 31.4 cm high
 LINES: 29, parallel to the fibers on the recto, perpendicular to the join; first few letters missing along left edge including endorsement on verso; folded from right to left
 PLACE: Syene
 PARTIES: Fl. Ioannes son of Iakobos to Aur. Kako
 OBJECTS: House and boat
 WITNESSES: 1
 SCRIBE: Markos son of Apa Dios

One of the settlements relating to the estate of Iakobos. This one, between Ioannes and Kako, both children of Iakobos, follows *P. Münch.* 7 (D36) in time and refers to the securities and boat mentioned there and possibly to the same house (lines 11-12; *P. Münch.* 7.20-40 and 47-51 [D36]). Lacunae hinder full understanding but it is clear that Ioannes withdraws part of his claim and under oath waives all future suit, under penalty of three *solidi* (lines 8-20).

RECTO

Date ³[†] In the third year ¹of the [re]ign of our most di[vi]ne and most pi[o]us ma[ster] ²[Fl. Ma]jurice Tibe[r]ius, the eternal A[u]gustus, Emperor, ³[and] greatest benefactor, on Phamenoth twelfth, ⁴in the second indic(tion),
 Place in Syene //,
 Parties ⁵[Fl.] Ioannes son of Iakobos, (his) mother (being) Tapia, sol(dier), recruit of the leg(ion) ⁶of [Sye]ne [†],
 to Aurelia Kako, my own full² sister, ⁷[origi]n[at]in]g from the same Syene,
 Salutation ³
 Withdrawal ³
 A quarrel having arisen ⁸[bet]ween us because of our common property, we have decided ⁹... by me of an oath by the holy chapels⁴ a(nd) this ... ¹⁰... in accord with this I acknowledge that ¹¹I [ha]ve ¹⁰no longer any claim against y[ou] ¹¹about our [com]mon property except for the notes⁵ ¹²... a(nd) the house a(nd) the wood of the boat ¹³... of the mast.
 Waiver of Suit Since, therefore, you have sought from me a written ¹⁴[secu]rity concerning this,

¹ The indiction listed in line 1 is inconsistent with the regnal year of line 3. The regnal year is a year later than the indiction year, but since we are not near the regnal year change date, it appears likely to us that the indiction is an error. Were the indiction right and the regnal year wrong, the date would be 8 March, 584. For discussion see R. S. Bagnall and K. A. Worp, *BASP* 17 (1980), 23.

² ὁμογενεσία, "of the same family."

³ Symbol for "greetings," χ(αί)ρ(ειν) = ch(ai)r(ein), but probably serving a dual function as the Christogram also.

⁴ For an Aramaic oath that may also be sworn by a holy place see *TAD* B7.3:1-3 (B51).

⁵ γραμματείων, referring to their jointly held and undivided promissory notes, the securities mentioned in *P. Münch.* 7.23-28 (D36). The term "notes" occurs also in *P. Münch.* 6.34 (D35), 10.12 (D43); *P. Lond.* V 1723.19 (D30), 1725.16 (D33), 1737.19 (D52).

Oath	accordingly I acknowledge, swearing ¹⁵ [by the] consubstantial Trinity, that it is not permitted to me on any occasio[n] ¹⁶ [or ti]me ⁶ to bring action against you concerning the same legacy and (related) ¹⁷ [mat]ters.
Penalty	But if I ⁷ should decide to bring action against you, (I acknowledge) that it shall not ¹⁸ [av]ail, ⁸ but that I ⁹ shall provide, as penalty for the violation, ¹⁹ gold, three <i>solidi</i> in the weight of Syene, ²⁰ to be exacted ¹⁹ by judgment and authority ¹⁰ ²⁰ from my assets.
Validity	And for your security ²¹ I have had [drawn] up the security, which is valid and warranted, with ²² the sig[na]ture of the one signing on my behalf.
Acknowledgment	And having been questioned, ²³ I have expressed acknowledgment Φ . (2 nd hand) I, Fl. Ioannes son of Iakobos, the afore ²⁴ [s]aid, have had the assurance drawn up, a(nd) ²⁵ [ev]erything written herein ²⁴ is satisfact[ory] to me ²⁵ as afore(mentioned).
Signatory	† I, Theophilos son of Paeion, ²⁶ [most humble] deac(on), having been requested, wrote on his behalf since he is n[ot li]terate.
Witness	²⁷ (3 rd hand) [†] I, Phib son of Faustos(?), secretary ..., ²⁸ bear witness [in] public.
Scribe	²⁹ (4 th hand?) ¹¹ † Writ(ten) by me, Markos son of Apa Dios.

⁶ *καὶρῶ ἢ χρόνῳ*. The phrase is a common one (see *P. Münch.* 13.39, 55 [D47], 9.81 [D40], 14.69 [D48]; *P. Lond.* V 1724.57 [D32]) though Bell thought the reading in this passage was "very doubtful." A problem is that the phrase comes "directly after *ποτέ* without a preposition or a modifier. One would have expected *μοι ἐν μηδενὶ καιρῶ ἢ χρόνῳ*" (JS).

⁷ "We" in the text.

⁸ Reading the infinitives for *ωφελησει* and *παρεξει* (in the next phrase).

⁹ "He" in the text.

¹⁰ See note on *P. Münch.* 4.35 (D34)

¹¹ Possibly the scribe himself. See Bell's note.

D40

P. Münch. 9 (Inv. No. 98) + P. Lond. V 1734 protocol (Inv. No. 1795)

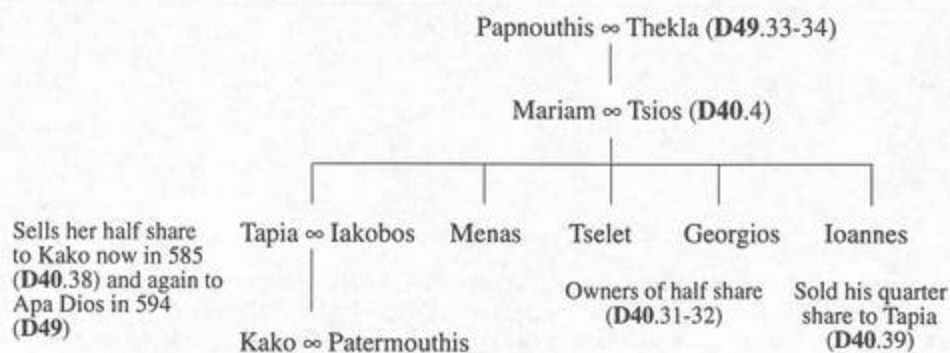
SALE OF HOUSE-SHARES

DATE: 30 May, 585 CE
 SIZE: 33 cm wide by 163.5 cm high (= 7 [P. Lond. V 1734 protocol] + 156.5 [P. Münch. 9])
 LINES: 113 (= Protocol [P. Lond. V 1734], parallel to the fibers + 111 [P. Münch. 9], perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso [P. Lond. V 1734] perpendicular to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tapia daughter of Tsios and Mariam to Aur. Paternouthis son of Menas and to Aur. Kako daughter of Tapia
 OBJECTS: Shares of four houses
 WITNESSES: 7
 SCRIBE: Allamon son of Petros

Tapia, originally of Syene, now resides in Antinoë (also known as Antinoopolis), which was some 700 kilometers down the Nile and was also the residence of her brother Ioannes (P. Münch. 7.5-15 [D36]). She was recently widowed from her second husband, Iakobos (P. Münch. 7.8-17 [D36]), whose property has not yet been divided (line 52). In order to raise the money for her own support and to pay off a forfeit incurred in connection with her brother (perhaps as a result of litigation) she returns to Syene to sell five pieces of inherited and acquired property to Paternouthis and (T)kako for the sum of ten gold *solidi*. The property consists, on the one hand, of four shares of three houses in the southern part of the fortress on the street of the Oratory of the Holy and Triumphant Victor: 1. a half-share in the living room on the 2nd floor of what had been her mother's house, partly inherited and partly purchased (lines 30-33; 37-39; 94-95); 2. an unspecified inherited share of the terrace on the 4th floor of the same house (lines 33-34; 95-96); 3. an unspecified, probably inherited, share in what had been her father's house (lines 40-42); 4. an unspecified inherited share in the "little house" that had belonged to her mother and father (line 42). The fifth property, on the other hand, is the half-share of a house lying in the same part of the fortress but on the Street of the Camp, acquired by purchase from Ioannes son of Patechnoumios (lines 50-53; 96-97).

The strip containing the endorsement on its verso was erroneously published by Bell as the protocol of P. Lond. V 1734 (D25), with which it was framed.¹

HISTORY OF THE LIVING ROOM



¹ For an account of the reuniting of the protocol, which is in London, with the rest of the document, which is in Munich, see J.J. Farber and B. Porten, *BASP* 23.3-4 (1986), 93-94. A discussion of these Byzantine protocols may be found in A. Grohmann, *From the World of Arabic Papyri* (Cairo, 1952) 32-35.

RECTO

Date	¹ † ³ In the third year ¹ of the reign of our most divine master Flavius Tiberius Maurice, ² the eternal Augustus and Emperor and greatest ³ benefactor, on Payni 5, in the third ind(iction),
Place	in Syene,
Parties	⁴ Aur. Tapia daughter of Tsios, (her) mother (being) Mariam, ⁵ transacting ⁴ without her ⁵ husband as guardian, ² formerly the wife of Iakobos, ⁶ originating from Syene and providing a signatory below ⁷ signing on her behalf and witnesses ⁸ bearing witness ⁷ below ⁸ to this warranted deed ³ of sale, (<i>space</i>) to the Aurelians ⁹ Patermouthios ⁴ son of Menas, a boatman and my son-in-law, and ¹⁰ to Kako, his wife and my own daughter, whose father (is) the ¹¹ aforesaid Iakobos, (both) originating from the city of the Syenians, ⁵
Salutation	¹² greetings.
Transfer I	I, the aforesaid Tapia, acknowledge by this, ¹³ my written security of purchase, ⁶ willingly and ¹⁴ convinced apart from any guile or fear or force ¹⁵ or compulsion or deceit or flattery or contrivance ¹⁶ or malice or maliciousness or any defect ⁷ ¹⁷ or any mean intention or any ¹⁸ circumvention ⁸ ¹⁷ of the law, ¹⁸ but of (my own) free will and self-chosen volition ¹⁹ and sound understanding and pure purpose and fixed calculation ²⁰ and unchangeable design and clear conscience,
Oath	and at the same time ²¹ swearing the dreadful and awesome oath by ²² almighty God and by the victory and permanence of ²³ our most pious masters, (the) Flavians Tiberius Maurice ²⁴ and Aelia Constantina, the eternal Augustans ²⁵ and Emperors and the greatest benefactors, that I have sold ²⁶ to you today, the aforesaid Patermouthios and ²⁷ Kako, his spouse, by the law of purchase and for eternal possession ²⁸ and total authority and every most complete ²⁹ right ²⁸ of ownership, ⁹ ²⁹ and that I have transferred to you from now for ³⁰ all on-going time to ²⁹ come
Object I	³⁰ the half-share ³¹ of the living room ³⁰ belonging to me ³¹ in the house of my mother, the other half of which ³² belongs to Menas and Tselet, my siblings, facing north ³³ toward the stair, on the second floor;
Transfer II	and also
Object II	my share ¹⁰ of the terrace ¹¹ on the fourth ³⁴ floor above the bedroom of Talephantis;

² See on *P. Lond.* V 1855.3 (D20).

³ I.e., a deed with a warranty. This warranty is spelled out in the Warranty I and II clauses, lines 70-71 and 84-87.

⁴ A variant spelling of Patermouthis.

⁵ The term "Syenians" is also found in Aramaic (*TAD* A4.10:6 [B22]) and Hebrew (1 Qumran Isa.^a 49:12).

⁶ "Written security of purchase" is equivalent to "written deed of sale," (*P. Münch.* 11.9 [D45]) but from the buyer's point of view.

⁷ I.e., incapacity.

⁸ These terms are also to be found in *P. Lond.* V 1724.12-16 (D32).

⁹ This threefold formula (possession, authority, ownership) occurs also in *P. Münch.* 12.11-12 (D46), 13.49-50 (D47) and in abbreviated form in *P. Münch.* 11.15 (D45), 13.18-19 (D47); *P. Lond.* V 1724.21-22 (D32).

¹⁰ In *P. Lond.* V 1733.19 (D49) this is identified as a quarter-share.

¹¹ δῶμα literally = "house," but see Husson, *OIKIA* 63-65.

	with my share ³⁵ of all the appurtenances. ¹²
Location I and II	The house of which I have sold you half ³⁶ the living room is in Syene in the southern part of the fortress ³⁷ in the Quarter ¹³ of the Oratory of the Holy and Triumphant Victor;
Pedigree I and II	having come around ¹⁴ ³⁸ to me in this way: one quarter-share from a legacy from my mother, ³⁹ another quarter by purchase from Georgios, my brother.
Transfer III	⁴⁰ Moreover, I have sold you also
Object III	my share ¹⁵ in the house of ⁴¹ my father Tsios,
Pedigree III	in accordance with its division, ¹⁶
Location III	the same house lying ⁴² in the same quarter;
Transfer IV	and moreover also
Object IV	my share of the little house —
Location IV	⁴³ in the same quarter,
Pedigree IV	having come around to me in this way: part as a legacy from ⁴⁴ my mother, part as a paternal legacy — in the ⁴⁵ condition it is in, from base to air.
Transfer V	Absolutely nothing ⁴⁶ at all of the three houses of ⁴⁷ my mother and father —
Pedigree V	according to the share allotted to me, with a share of ⁴⁸ all the appurtenances, ¹⁷ those (that came) ⁴⁹ to me and to my siblings ⁴⁸ in common and undivided — ⁴⁶ has been left unsold by ⁴⁵ me.
Transfer VI	⁴⁹ I acknowledge further ⁵⁰ that I have sold
Object V	the half-share of a house that belongs ¹⁸ to me,
Pedigree VI	the one having come around ⁵¹ to me by rightful purchase from Ioannes ¹⁹ son of Patechnoumios, and its ⁵² other half-share belonged to my late ²⁰ husband as a result of a purchase ⁵³ from the same Ioannes,
Location V	the same house lying in ⁵⁴ Syene in the southern part of the fortress and in the Quarter of the ⁵⁵ Camp.
Boundaries	The boundaries of the same house are: on the south the house of ⁵⁶ the heirs of Apa Dios; [. . .] of Abraam:

¹² These are spelled out in line 98.

¹³ On the possible meaning of *λαύρα* as "street" see note on *P. Lond.* V 1724.37 (D32).

¹⁴ *περιελθόν*, a neuter singular participle with no pronoun, which, at first glance, would seem to refer only to the half-share of the living room mentioned in 35-36. Yet, it must also refer to a half-share of the terrace; cf. *P. Lond.* V 1733.27-29 (D49), where at least a quarter-share of the terrace was acquired in the same way as here, namely from her mother and brother. The presumption is that the other quarter was acquired from the same parties. See, further, note on *P. Lond.* V 1733.52 (D49).

¹⁵ An unspecified share, just as she had received it.

¹⁶ I.e., the division made among the heirs.

¹⁷ She sells everything she has inherited (and acquired) in the three houses of her parents.

¹⁸ *αἰροῦν* = German *zukommend*, falling to one's share. See also *P. Münch.* 11.25 (D45), 12.20 (D46); *P. Lond.* V 1729.33 (D37), 1734.19 (D25). The reference of "belongs" is not the house but the half-share.

¹⁹ See *P. Lond.* V 1729.9-10 (D37).

²⁰ *εὖμοιρος*, lit., "fortunate."

	(<i>blank line</i>) ²¹
	⁵⁷ or whatever may be the boundaries everywhere ²² on every side just as ⁵⁸ I ²³ the vendor have asserted ⁵⁷ orally.
Transfer VII	⁵⁸ And nothing at all ⁵⁹ of the above-named ⁶⁰ house- ⁵⁹ share has been left unsold ⁵⁸ by me,
Pedigree VII	⁶⁰ in accordance with the power of the deeds of sale and the ⁶¹ wills, ²⁴
Document Transfer	(which deeds) also have been delivered (to you) for your greater security,
Price	⁶² the price mutually agreed upon and approved ⁶³ being gold, ten <i>solidi</i> in the weight of the Syenians, ⁶⁴ i.e., go(ld), 10 <i>so(lidi)</i> in the w(eight) of the Syen(ians), which full price ⁶⁵ I have ⁶⁴ here ⁶⁵ received in full from you, the purchasers — part of it I have spent ⁶⁶ for my essential needs or upkeep in the city of the Antinoëans, ⁶⁷ and part I have given toward the remaining forfeit incurred ²⁵ by me ⁶⁸ by reason of my brother Ioannes ⁶⁷ in the ⁶⁸ same city — on the present ⁶⁹ day, from (your) hand to my hand, from your cashbox, in number and weight ⁷⁰ complete.
Warranty I	And I will warrant to you the present deed of sale with every warranty ⁷¹ always against anyone who intends to bring suit against (you) or contend (about it),
Investiture	⁷² {and} in order that you, the buyers, hereafter (may) control and ⁷³ own and administer and manage and build up ⁷⁴ and sell and resell and give and bequeath to your children and ⁷⁵ descendants; acquire (and) use in any way pleasing ⁷⁶ to you, without let or hindrance.
Waiver of Suit	And it is not permitted to ⁷⁷ me or my heirs or successors or assigns to ⁷⁸ bring action against you or your heirs ²⁶ or ⁷⁹ successors or assigns or to sue — nor shall I sue — ⁸⁰ or to challenge or violate or undermine this, ⁸¹ my deed of sale, now or on any occasion or time, ⁸² in any way, on any pretext because, as I said before, ⁸³ I have received from you in full the set price ⁸⁴ of ten <i>solidi</i> .
Warranty II	The man who intends to bring suit against you or e(ven) ⁸⁵ contend on account of the deed of sale or a part of it — (him) ⁸⁶ I shall drive out entirely and cleanse ²⁷ (the deed of sale) ²⁸ at my own expense ⁸⁷ and cost.
Validity	And as your security ⁸⁸ I have presented (to you) this deed of sale, which is valid and warranted ⁸⁹ and unbreakable and unshakable and lawful wherever ⁹⁰ brought forward, with the signature of the one sign(ing) on my behalf ⁹¹ and of the witnesses below.

²¹ The scribe imperfectly erased the first two boundaries and left a blank line for the other two when it became obvious that Tapia did not remember what they were.

²² I.e., in each direction.

²³ Greek mistakenly has "we."

²⁴ A summary reference to the varied modes of acquisition of the several properties listed above, whether acquired through deeds of sale (39, 51–53) or by inheritance (38–39., 41, 43–44) Cf. the Pedigree statement in *P. Lond.* V 1724.33–34 (D32) and note. That τῶν κληρῶν should be translated as "the wills" instead of Wenger's "Erschein" seems certain from Bell's note to *P. Lond.* V 1733.35 (D49). See our note *ad loc.*

²⁵ Perhaps as a result of litigation which she lost to Ioannes. Ranon Katsoff in a private communication suggests translating ζημίαν as "expense" rather than "forfeit."

²⁶ παραλημφομένοις, different from κληρονόμοις used in line 77, but synonymous.

²⁷ I.e., "clear."

²⁸ See *P. Lond.* V 1724.50–51, 60–61 (D32).

- Acknowledgment And having been questioned (face) to face, ⁹²I have expressed acknowledgment †.
 (2nd hand) †††I, Aur. Tapia daughter of Tsios, (my) mother (being) ⁹³Mariam, transacting without her²⁹ husband as guardian, originat⁹⁴ing from Syene, the aforementioned, have sold
 the half-share belonging to me ⁹⁵of the living room on the second floor;
 and my half-share of the terrace on the fourth floor ⁹⁶in the house of my mother;
 and further also the half-share of a house, the (share) ⁹⁷having come around to me by rightful purchase from Ioannes son of Patechnoumios;
⁹⁸with their share of all the appurtenances, (consisting) of the vestibules³⁰ a(nd) gateways ⁹⁹a(nd) stairs a(nd) other related appurtenances.³¹
- I have received from you
¹⁰⁰the full and aforesaid price in gold, ten *solidi* in the weight of Syene,
¹⁰¹and I warrant to you the deed of sale with every warranty, and everything is satisfactory as afore(entioned).
- Signatory I, Fl. ¹⁰²Markos son of Apa Dios, soldier of the regiment of Syene, having been requested, wrote on her behalf, she being present ¹⁰³and having told (it) to me, since she is not literate †.
- Witnesses (3rd hand) † I, Papnouthis son of Dios, dea(con) of the church of ¹⁰⁴Syene, bear witness †.
¹⁰⁵(4th hand) † I, Fl. Kyros son of Ioannes, centurion of the regiment of Syene, bear witness to the deed of sale, having heard it from the contracting parties †.
¹⁰⁶(5th hand) † I, Fl. Ioseph (son of?) Victor, physician and sol(dier) of the leg(ion)³² of Syene, bear witness †.
¹⁰⁷(6th hand) † I, Fl. Mousaios son of Abraamios, sol(dier) of the regiment of Syene, bear witness †.
¹⁰⁸(7th hand) † I, Fl. Papnouthis son of Martyrios, centurion of the regiment of Syene, bear witness †.
¹⁰⁹(8th hand) † I, Fl. Ioannes (son of?) Kolouthos, centurion of the regiment of Syene, bear witness †.
¹¹⁰(9th hand) † I, Fl. Apa Dios son of Menas, sol(dier) of the regiment of Syene, bear witness to the deed of sale, having heard it from the contracting party³³ †.
- Scribe ¹¹¹(1st hand) † Written by me, Allamon son of Petros, former *vic(arius)* †††.
- Endorsement **VERSO**
¹¹²] ... to Paternouthis a(nd) ¹¹³Tkako.

²⁹ Scribal lapse for "my."

³⁰ Cf. Husson, *OIKIA*, 237-8.

³¹ Object III (lines 40-41) and Object IV (line 42) are missing from this acknowledgment for some reason.

³² It is surprising to see the Latin term used at this late date, when it had been almost entirely supplanted by ἀριθμός, "regiment." The sole later occurrence of λεγεών in our texts is at *P. Münch.* 11.74 (D45), from 586 CE. See J.J. Farber and B. Porten, *BASP* 23 (1986), 87.

³³ Mistakenly written in the masculine.

D41

P. Lond. V 1730 (Inv. No. 1790)

TRANSFER OF HOUSE-SHARE

DATE: 22 August, 585 CE
 SIZE: 33 cm wide by 50.2 cm high
 LINES: 31 (= 30, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso); folded from bottom to top
 PLACE: Syene
 PARTIES: Fl. Ioannes son of Iakobos to Fl. Patermuthios son of Menas and Aur. Tkako
 OBJECT: House-share
 WITNESSES: 3
 SCRIBE: Markos son of Apa Dios

Ioannes assigns to his sister Kako (here called Tkako) and her husband Patermuthis (here Patermuthios) his share of their grandmother Tlou's house (inherited from their recently deceased father Iakobos) in return for the couple's promise fully to maintain the aged woman. Any attempt to revoke the assignment is subject to a penalty of one ounce of gold. The formulae of the Transfer clause resemble those in *P. Münch.* 10 (D43).

RECTO

Date ¹ϡ ²In the fourth year ¹of the reign of our most divine and pious master Flavius Maurice Tiberiu(s), ²the eternal Augustus, Emperor, and greatest benefactor, Mesore 29, ³in the fourth indiction,

Place in Syene,

Parties ⁴Flavius Ioannes, whose father (is) Iakobo(s), soldier of the regimen(t) of Syene, originating from the same (Syene), ⁵boatman by trade, a(nd) providing a signatory below signing on his behalf and ⁶witnesses bearing additional witness below to this warranted acknowledgment,

to Flavius¹ Patermuthios son of Menas, ⁷sol(dier) of the regiment of Elephantine, originating in Syene,

a(nd) to his wife, Aurelia Tkako, my own ⁸sister ⁷of the same family,

Salutation ⁸greetings.

Transfer Since — a few days ago,² my father Iakobos came to the end of his lif(e) ⁹and the share of his mother Tlou's house devolved upon us so that (we), ¹⁰together with the sons born of her, ⁹might feed her ¹⁰until her death in the name of ¹¹our late father Iakobos — at the present occasion, reminded by her ¹²about my share of the expense and cost a(nd) maintenance, I was not able ¹³to pay because of my continuing weakness, I have presented to you many entreaties ¹⁴to receive from me the share allotted to me of her house and her necessities, ¹⁵with all her daily maintenance ¹⁴to be supplied ¹⁵by you. Therefore, you sought to receive a security from me ¹⁶concerning this. Accordingly, I have come to this written acknowledgment through which I acknowledge that I have renounced ¹⁷in your favor

¹ Hitherto with the status of Aurelius, Patermuthis appears here as a Flavius for the first time, yet his wife remains an Aurelia through the end of the archive (*P. Lond.* V 1736.5-6 [D51]). In fact, no woman in our archive is ever designated Flavia. By contrast, in the Achaemenian period, women were affiliated with military detachments just like men (*TAD* B2.8:2-3 [B31]; 3.4:2-3 [B38]).

² Very loosely meant, since Iakobos had died more than two years earlier (*P. Münch.* 7.16-20 [D36]).

Objects	the share of her house and household furniture ³
Price	in return for ¹⁸ her ¹⁷ said expense ¹⁸ and cost.
Withdrawal	And I no longer have any claim against you concerning this because I have thus ¹⁹ decided, and in accord with my entreaty you have arranged to do this. ⁴
Waiver of Suit	And I (may) not sue you nor ²⁰ shall I sue nor (shall) anyone else in my name now, ⁵ or on any occasion, in any ²¹ way, pretext or stratagem or sophistry.
Penalty	But if I should wish to sue you on account of this, ²² I acknowledge that I (must) offer as fine gold, one ounce, to be exacted by judgment and authority from my ²³ assets.
Validity	And for your security I have had drawn up the present acknowledgment of cession, ²⁴ which is valid and warranted and lawful wherever brought forward, with the signature of ²⁵ the one signing on my behalf.
Acknowledgment	A(nd) having been questioned (face) to face, I have expressed acknowledgment and executed (the document) Φ . ²⁶ (^{2nd} hand) Φ I, Ioannes son of Iakob, the aforem(entioned), have had this ^{namely renunciation} acknowledgment ⁶ drawn up, a(nd) everything is satisfactory to me as aforem(entioned) †.
Signatory	²⁷ I, Fl. Menas son of Abraamios, sol(dier) of Syene, having been asked, wrote on his behalf since he is not literate ††.
Witnesses	²⁸ (^{3rd} hand) Φ I, Fl. Apa Dios son of Ioannes, of Syene, bear witness †. (^{4th} hand) † I, Fl. Kolouthos son of Victor, sol(dier) of Sye ²⁹ ne, bear witness †. (^{5th} hand) I, Fl. Mousaios son of Victor, sol(dier) of the regiment of Syene, bear witness †.
Scribe	³⁰ (^{6th} hand) † Written by me, Markos son of Apa Dios †.
	VERSO
Endorsement	(^{1st} hand?) † Acknowledgment do(ne) by Ioannes son of Iakobos, boat(man) from Syene, (<i>space</i>) with Patermuthios a(nd) Tkako, his wi(fe).

³ The term is "obscure and clearly corrupt" (Bell).

⁴ The scribe has imported the Withdrawal clause from the settlement documents (*P. Münch.* 1.32-33 [D29], 7.47 [D36], 14.64 [D38]; *P. Lond.* V 1728.10-11 [D39], 1731.24 [D42]), thereby assimilating the "many entreaties" of Ioannes (line 13) to the contentions of those complainants. In both cases the party drawing up the document relinquishes all claims.

⁵ ἐν τῷ νῦν added here and in *P. Münch.* 9.81 (D40) and 11.52 (D445 to the earlier formula of *P. Münch.* 15.9 (D20), 16.34 (D21), and *P. Lond.* V 1722.40 (D22), but not adopted in *P. Münch.* 12.41 (D46) (even though that text closely copies the Waiver clause of *P. Münch.* 11 [D45]) nor in *P. Lond.* V 1733.55-57 (D49).

⁶ ἥτοι ἀποταγήν, "namely renunciation" inserted above the line.

RESOLUTION OF DISPUTE OVER PAYMENT

DATE: 20 September, 585 CE
 SIZE: 32.7 cm wide by 74.3 cm high
 LINES: 51 (= 49, perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso perpendicular to fibers on protocol); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tsone daughter of Menas to her mother, Tapia daughter of Tsios and Mariam
 OBJECT: Receipt
 WITNESSES 7
 SCRIBE: Markos son of Apa Dios

Tsone's parents became divorced during her childhood. Even though her father Menas had given her mother Tapia four *solidi* for her maintenance, Tapia "cast her out" upon her remarriage and she was, in fact, supported by her father. He must have died while she was yet a minor and, apparently lacking other support, she entered a nunnery. Upon reaching her majority, she sued her mother for the four *solidi* from which she had never benefited. Despite Tapia's argument that the four *solidi* were rightfully hers as dowry money returned to her upon her divorce, she agreed to pay them to her daughter. Tsone here acknowledges receipt of the money and upon penalty of one gold ounce renounces all future claim (lines 23-30). She also indirectly rejects her mother's argument about the source of the four *solidi* (line 21). Re-edited in *FIRA* III, 61-66.

RECTO

Date ¹ϡ ²In the fourth year ¹of the reign of our most divine master Flavius Tiberius Maurice, the eternal Augustus, ²Emperor, and greatest benefacto(r), and ³in the second year ²of the consulship of the same master ³of ours, (*space*) Thoth 23, (*space*) in the fourth indiction, (*space*)

Place in Syene,

Parties ⁴Aurelia Tsone daughter of Menas, whose mother (is) Tapia, nun,¹ originating from Syene ⁵and providing a signatory below signing on her behalf and witnesses ⁶below, according to her instruction and request, bearing additional witness² to this present ⁷acknowledgment of assurance, (*space*)
 to Aurelia Tapia daughter of Tsios, whose mother (is) Mariam, ⁸transacting business herself, without her husband as guardian, my own mother, originating from the same ⁹Syene,

Salutation greetings.

Suit Inasmuch as formerly my late father Menas held you ¹⁰in the shared state of lawful matrimony and after my birth, while I was still young, ¹¹through a devilish and satanic influence³ you were divorced from him, and ¹²since my aforesaid father,

¹ Referring to Tsone not Tapia.

² προσμαρτυροῦντας.

³ The first appearance of an evil demon as responsible for a divorce predates Constantine (Mitteis, *Chrest.* 295 = *P. Grenf.* II 76 = *Jur. Pap.* 21, 305/6, Great Oasis). It then became common in late antique Egypt as a way to avoid placing blame on one of the spouses and thus to prevent future legal disputes over property (A. Merklein, *Das Ehescheidungsrecht nach den Papyri der byzantinischen Zeit* [Nürnberg, 1967], 73-79). The surprisingly exiguous influence of Christian dogma in divorce law is discussed by R.S. Bagnall in K.-L. Selig and

- Menas,¹¹ had given ¹²to you gold, four *solidi*, and after ¹³I had grown up to lawful age, I proceeded against you, bringing action on account of ¹⁴the same four *solidi* — saying that these had been given to you for ¹⁵my essential maintenance from childhood⁴ — because I had been fed by ¹⁶my father when I had been cast out by you and you attached yourself to another husband, ¹⁷I proceeded against you,⁵ seeking to receive these (four *solidi*). But you disputed, saying that ¹⁸the same four *solidi* ¹⁷were ¹⁸“my⁶ dowry” because of the divorce.
- Settlement And after much ¹⁹had been said and denied and probed, later we decided that ²⁰I should receive the same four *solidi* because I had been reared, as said, ²¹by my said father.
- Satisfaction And I acknowledge that I have not received and not accepted⁷ (anything) on your behalf.⁸
- Waiver of Suit ²²and that I (may)⁹ not bring action against you or your heirs now or on any occasion, in any ²³way, on any pretext.¹⁰
- Withdrawal Therefore, I have come to this written assurance ²⁴by which I acknowledge that I no longer have any claim against you or against your heirs after you
- Waiver of Suit ²⁵and that I (may) not bring action or sue or initiate arbitration against you on account of this case ²⁶and that I (may) not give or accept (anything) on your behalf,¹¹ and anyone else in my name will not bring suit ²⁷against you or your heirs or children or your descendants.
- Penalty But if it should turn out that I proceed against you ²⁸on some occasion, or against your heirs concerning any property whatsoever, I acknowledge that I (must) provide ²⁹as penalty for the violation gold, one ounce, to be exacted by judgment and authority¹² from ³⁰my modest assets,
- Reaffirmation and nothing (shall) prevail against what is written herein in this ³¹present acknowledgment of assurance but besides (I shall) unwillingly abide by it as if it ³²had been done in a ³¹pub³²lic archive, because by me ³³it had been thus decided,

R. Somerville (eds.), *Florilegium Columbianum* (New York 1987), 41-61. The word “influence” (ἐνέργεια) in our text is a “technical theological term ... which is to generate much controversy in the early seventh century” (L.S.B. MacCoull, *BASP* 27 [1990] 157).

⁴ Reading ἐκ παιδιώθην (= παιδιόθεν) with S. G. Kapsomenakis, *Voruntersuchungen zu einer Grammatik der Papyri (Münchener Beiträge zur Papyrusforschung* 28 [1938], 83-84).

⁵ The scribe wished to combine all the reasons for the suit in the introductory clause. In so doing, he created a complex sentence which in fact also contains, in anticipatory fashion, the verb of the main clause — “Inasmuch as” Menas married and divorced you “and since” Menas gave you four *solidi* “and after” I became of age I sued you because the money was for my support and I had actually been fed by my father, I sued you for the four *solidi*.

⁶ As if the phrase were a direct quotation from Tapia.

⁷ For this “receive and accept” formula in the Satisfaction clause of settlements see *P. Münch.* 1.30-31 (D29), 7.44-45 (D36).

⁸ I.e., as part of your dowry.

⁹ The translation “(may)” here and in lines 25-26 is taken as the equivalent of ἐξεστί, “it is permitted” (*P. Münch.* 9.76 [D40]).

¹⁰ Interrupting the sequence Settlement — Satisfaction — Withdrawal, the Waiver clause here is an anticipatory doublet of the clause in line 25.

¹¹ I.e. I shall not serve as your legal or financial representative, either to receive money on your behalf or to pay your debts.

¹² See note to the same phrase at *P. Münch.* 4.35 (D34).

- ³²compulsion or deception or any guile not being present, ³³and the aforesaid four *solidi* have been paid in full.
- Validity ³⁴And I have drawn up for you this written security, which is valid and warranted and unbreakable ³⁵and unshakable and lawful wherever brought forward and displayed, with the signa³⁶ture of the one signing on my behalf, according to my entreaty and request, and of those ³⁷bearing witness below.
- Acknowledgment And having been questioned (face) to face, ³⁸I have acknowledged — and executed (the deed) — that ³⁷I hold this as so good ³⁸to do ꝥ.
- (2nd hand) ꝥ I, Aurelia Tsone daughter of Menas, (my) mother (being) Tapia, ³⁹nun, from Syene, the aforesaid(mentioned), have had this acknowledgment drawn up, and every⁴⁰thing written herein ³⁹is satisfactory to us ⁴⁰as aforesaid(mentioned).
- Signatory I, Fl. Ioannis son of Abraamios, *actuarius* of the regiment ⁴¹of Syene, having been asked, wrote on her behalf since she is not literate ꝥ.
- Witnesses ⁴²(3rd hand) ꝥ I, Pathermouthis son of Serenos, most h(umble) pr(iest) of Syene, bear witness ꝥ.
- ⁴³(4th hand) ꝥ I, Fl. Allamon son of Dios, sol(dier) of the regiment of Syene, bear witness ꝥ.
- ⁴⁴(5th hand) ꝥ I, Fl. Paeion son of Dios, sol(dier) of the regiment of Syene, bear witness †.
- ⁴⁵(6th hand) ꝥ I, Isakos son of Tacion, archdeacon of (the Church of) Saint Maria of Syene, bear witness.
- ⁴⁶(7th hand) ꝥ I, Papnouthis son of Aion, deacon of the Chur(ch) of Syene, bear witness ꝥ.
- ⁴⁷(8th hand) † I, Fl. Dioskuros son of Ioanes, centur(ion) of the regiment of Syene, bear witness.
- ⁴⁸(9th hand) † I, Fl. Hermias son of Ioannes, sol(dier) of the regiment of Syene, bear witness †.
- Scribe ⁴⁹(1st hand?) † Written by me, Markos son of Apa Dios ꝥ.
- VERSΟ
- Endorsement ⁵⁰(10th hand?) † Acknowledgment of assurance done by Tsone daughter of Menas, nun, from Syene, for Tapia, ⁵¹her mother.

D43

P. Münch. 10 (Inv. No. 99)

TRANSFER OF SHARE OF NOTES

DATE: 28 January, 586 CE
 SIZE: 20.5 cm wide (right sheet 9 cm, fibers perpendicular to join; left sheet 11.5 cm, fibers parallel to join) by 33 cm high
 LINES: 30 (= 29, on the recto; 1-line endorsement on verso parallel to the fibers); folded from right to left
 PLACE: Syene
 PARTIES: Aur. Tapia daughter of Tsios and Mariam to Fl. Paternouthi(o)s son of Menas
 OBJECT: One-third share of notes
 WITNESSES: 3
 SCRIBE: Markos son of Apa Dios

Tapia assigns to her son-in-law, Paternouthis, her one-third share of certain notes in return for his having signed for a debt that she had incurred to Eusebios for 2½ *solidi*.

RECTO

Date ³In the fourth year ¹† of the reign of our most divine master Fl(avius) Maurice ²Tiberius, the eternal Augustus, Emperor, and greatest ³benefactor, and ⁴in the second ¹ year ³of the consulship of the same master ⁴of ours, on Mecheir 3, in the fourth ind(iction),
 Place in Syene,
 Parties ⁵Aurelia Tapia daughter of Tsios, (her) mother (being) Mariam, a widow ⁶originating from Syene, (*space*)
 to Flavius Paternouthios son ⁷of Menas, sol(dier) of the regiment of Eleph(antine), boatman by trade,
 Salutation greetings.
 Transfer ⁸I had addressed to you entreaties that you indite (a note) in ⁹your ⁸na⁹me for gold, two (and) one-third *sol*¹⁰*idi*, ⁹from Eusebios son of Parouchios ¹⁰on my behalf,² a(nd), yielding to my petition,³ this ¹¹you have done. (*space*) Accordingly, I acknowledge that I renounce in your favor and have re¹²nounced in your favor
 Object my one-third share of th[e] notes ow¹³ed to us in the lower d[i]stricts by the Machbars⁴
 Investiture ¹⁴so that you ¹⁵instead of me ¹⁴will have and do have the one-thi[rd sh]are belo[n]ging to me ¹⁵of the same securities, to g[iv]e and to accept.⁵
 Validity ¹⁶And for your security I have had the present security drawn up ¹⁷which will be valid a(nd) warranted [and] unbreakable and unshakable ¹⁸wherever brought forward, [w]ith the signature of ¹⁹the one signing on my ¹⁸behalf.

¹ Should be "the third" year; see R. S. Bagnall and K. A. Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen, 1978), 91, 127 and *BASP* 17 (1980), 23-4.

² I.e., an IOU from Paternouthi(o)s to Eusebios accepting responsibility for money lent to Tapia.

³ δεήσσει found only in this line in all our documents..

⁴ Or possibly "the children of Machbar."

⁵ This same phrase ("to give and to accept") is found in *P. Lond.* V 1731.26 (D42). Here it would mean to give the securities as payment and to accept payment for their redemption.

- Acknowledgment ¹⁹And having been qu[es]tioned (face) to face, ²⁰I have expressed acknowledgment and executed (the security) †.
 (2nd hand) I, [A]urelia Tapia daughter ²¹of Tsios, the aforementioned, have had drawn up the security ²²for two (and) one-third *so[li]di*, and ²³everything ²²is satisfactory to me ²³as aforementioned.
- Signatory I, Fl. Paeion son of Iakobos, ²⁴sol(dier) of the regiment of Syene, having been requested, wrote on ²⁵her ²⁴behalf ²⁵since she is not [li]terate.
- Witnesses ²⁶(3rd hand) † I, Fl. Ioannes son of Dios, former *ac(tuarius)*⁶ of the regiment of Syene, bear witnes[s †].
 ²⁷(4th hand) † I, Fl. Paulos son of Paam, sol(dier) of the r[e]giment of Syene, bear witness †.
 ²⁸(5th hand) † I, Fl. Kolouthos son of Vic(tor), sol(dier) of the r[e]giment of Syene, bear witness †.
- Scribe ²⁹(6th hand) † Written by me, Markos son of Apa Dios [†].
- VERSO**
- Endorsement ³⁰(1st hand) † Sec(urity) don(e) b(y) Tapia daugh(ter) of Tsios (*space*) with Patermouthi(s).

⁶ Bell's corrected reading (in a letter to Preisigke) of the H.-W. βικ(αρ)ιανῶν, "former *vic(arius)*."

D44

P. Lond. V 1732 (Inv. No. 1791)

SURETY BOND

DATE: 16 August, 586 or 601 CE
 SIZE: 32.4 cm wide by 14.9 cm high
 LINES: 11 (= 10, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso, parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Iakob son of Apa Dios to Fl. Pathermouthios (*sic*, line 1) son of Menas
 WITNESSES: 1
 SCRIBE: Dios son of Papnouthios

Iakob, an otherwise unknown boatman, guarantees to Patermouthios that two other persons will appear at an arbitration hearing before a judge and will accept his decision. He supports his guarantee with a pledge of three gold *solidi*. Presumably Patermouthios was party to the arbitration.

RECTO

Parties ¹ ⲡ Aurelius Iakob son of Apa Dios, boatman from Syene,
 † to Flavius Pathermouthios ²son of Menas, sol(dier) of the regiment of Philae,¹
 boatman from the same Syene,
 Salutation greetings.
³I, the aforesaid, ²acknowledge ³that I am acting as guarantor and answering for
 Psano and Sanmoou, ⁴to cause (them to appear)² for arbitration before the most
 estee[m]ed Markos,³ the most learned judge, ⁵so that they listen to and embrace and
 abide by what will be determined.
 Guarantee But if they should not embrace ⁶and abide by the judgments, I acknowledge that
 I, the guarantor, am to provide, because of the violation, ⁷gold, three *solidi* in the
 weight of Syene for each (violation).⁴
 Validity And for your sec(urity), ⁸I have made the present guarantee sec(urity),⁵ with the
 signature of the one sign(ing) on my behalf ⁹and of those bearing wit(ness) below.
 Acknowledgment And having been questioned, I have expressed acknowledg(ment) †.
 Witness (2nd hand) ⲡ I, Fl. Praepositos son of Theodoros, sol(dier) of the regiment ¹⁰of
 Syene, bear witness †.
 Scribe (3rd hand) Written by me, Dios son of Papnouthios.

¹ Patermouthios is elsewhere affiliated with the regiment of Elephantine. Bell thought our notation was a scribal error (*Klio* 13 [1913], 165). But there are instances in the Aramaic papyri where an individual moves back and forth from one detachment to another (see on *TAD* B2.3:2 [B26]).

² παρασκευσαι, scribal error for παρασκευάσαι, lit. "to provide, procure," used in our documents with the meaning to guarantee a person's presence at a judicial proceeding or his/her adherence to a legal agreement (*P. Münch.* 7.79 [D36]).

³ See *P. Münch.* 6 n. 1 (D35).

⁴ Sense not clear. Bell suggests κατὰ πρᾶγμα πρᾶγμα be read as κατὰ πρᾶγμα, with the meaning "as an exaction," or as an error for παραχρήμα, "immediately." More convincing is the argument that the scribe was correct and that the phrase has a distributive meaning, so that the guarantor would be obliged to pay three *solidi* for each violation of the arbitrator's decision, as proposed by S. G. Kapsomenakis, *Voruntersuchungen zu einer Grammatik der Papyri (Münchener Beiträge zur Papyrusforschung* 28 [1938]), 84.

⁵ ἔγγυητικὴν ἀσφ(άλειαν).

Date Writ(ten) on the 23rd of the mo(nth) of Mesore in the 5th ind(iction).⁶

VERSO

Endorsement ¹¹(1st hand?) † Guarantee sec(urity) ma(de) by Iakob son of Apa Dios, boatman from Syene †.

⁶ For the date at the end rather than at the beginning see on *P. Rein.* II 107.5 (D28). The activity of Patermouthis extends from 578-82 to 613, which covers a span of two indictions. Bell raised the possibility of the judge Markos here (line 4) being identical with the scholasticus Markos of *P. Münch.* 6.04 (D35) of the year 583, and so opted for the first of the two indiction cycles. If the document was drawn up during the second cycle, the year would have been 601.

D45

P. Münch. 11 (Inv. No. 100)

SALE OF HOUSE-SHARE

DATE: 7 October, 586 CE
 SIZE: 32.5 cm wide by 140 cm high
 LINES: 83 (= 81, perpendicular to the fibers on the recto, parallel to the joins; 2-line endorsement on verso parallel to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tapia daughter of Tsios and Mariam to Fl. Kyriakos son of Menas
 OBJECT: Half-share of a house
 WITNESSES: 5
 DRAFTER: Markos son of Apa Dios

Tapia sells to Kyriakos for 5 *solidi* her half-share of a house situated in the southern part of the fortress on the street of the public camel yard (lines 22–23). She had previously purchased the house jointly with her husband from Ioannes, also known as Papsios (lines 16–18, 20–21, 36–37). Is this Ioannes the Ioannes son of Patechnoumios from whom Tapia and her husband had also bought a house (*P. Münch.* 9.50-53 [D40]). Were they identical, we can picture Tapia selling first her half-share in 585 (*P. Münch.* 9 [D40]), and now a year later selling her husband's half-share. But both documents are explicit in stating that she is selling her half-share of property the other half of which belonged to her husband. The half-share comprises two roof-terraces (lines 29–30), a half-share of all related appurtenances, including the vestibule, gateway, stair, courtyard, and oven, (lines 19–20 and 30–31), and three rooms, one on each floor: one on the 1st floor, together with the recess under the stair (lines 25, 27); a living room on the 2nd floor (lines 26–27); another living room on the 3rd floor (line 28). Any attempt to revoke the sale was subject to a ten *solidi* penalty (lines 51–58).

RECTO

Date ¹† ²In the fifth year ¹of the reign of our most divine master Flavius Maurice Tiberius, the eternal ²Augustus, Emperor, and greatest benefactor, and ³in the third year of the ²consulship of the same ³master of ours, on Phaophi tenth, in the fifth indic(tion),

Place in Syene,

Parties ⁴† Aurelia Tapia daughter of Tsios, whose mother (is) Mariam, ⁵transacting without her husband as guardian, originating from Syene and providing a signatory below ⁶signing on her behalf and witnesses below, according to her instruction, ⁷bearing additional witness to this written and warranted deed of sale †, to Flavius Kyriakos ⁸son of Menas, soldier, *caballarius*¹ of the regiment of Syene,

Salutation greetings.

Transfer I I, the aforesaid ⁹Tapia, ⁸acknowledge ⁹by this, my written deed of sale, willingly and convinced ¹⁰without any guile or fear or force or deception or compulsion or deceit ¹¹or flattery or contrivance or any malice or maliciousness or ¹²baseness or any defect, (*space*) but of (my own) free will² and guileless resolve ¹³and clear

¹ "Mounted trooper." Only one other soldier in our documents has this specialty (*P. Münch.* 12.57 [D46]).

² This is an abbreviation of the expression "free and unalterable will (and guileless resolve and clear conscience)" found in *P. Münch.* 8.9 (D23), 16.2f. (D21); *P. Lond.* V 1722.8f. (D22), 1733.15 (D49).

conscience and sound understanding, according to this single³ ¹⁴written security,⁴ that I have sold to you today and transferred, by the ¹⁵law of sale and for eternal possession and with every most complete ¹⁶right ¹⁵of ownership,

Object	¹⁶ the entire half-share belonging to me of a house, in the condition it is in, ¹⁷ from foundation to air, the other half-share of which belonged ⁵ to Iakobos, ¹⁸ my departed husband.
Transfer II	Moreover, I have sold to you also
Object	¹⁹ the half-shares belonging to me of all the appurtenances, (consisting) of the vestibule, and gateway, ²⁰ and stair, and courtyard, and oven,
Pedigree I	positively in accordance with the formerly done ²¹ deed of sale in my name and that of my late husband Iakobos,
Location	²² the same house lying in Syene in ⁶ the southern part of the fortress and ²³ in the Quarter ⁷ of the Public Camel Yard of the transport (service) from Philae and of the house of ²⁴ Abraamios son of Pachymios.
Boundaries I	The boundaries of the entire house of which I have sold you the very ²⁵ half-share belonging to me —
Description	(consisting) of the room on the first floor, facing north ²⁶ toward the public road; and above it a living room on the second floor, facing ²⁷ west toward the landing ⁸ of the stair; and the (recess) under the stair, namely, (the) <i>chrere</i> , on the first floor; ²⁸ and the southern living room on the third floor, facing north toward the common ²⁹ courtyard; and the roof terrace above it, up to the air; a(nd) the eastern large ³⁰ terrace, up to the air; a(nd) a half(-share) of all the appurtenances, from base ³¹ to air —
Boundaries II	on the south, the blind and narrow road ⁹ and the house of Abraamios son of Pachymios; on the ³² north, the public road; on the east, the house of Abraamios son of Pachymios; on the west, ³³ the house of Allamon son of Patechnoumios; or whatever may be the boundaries, everywhere on every side, ³⁴ just as I have asserted orally.
Transfer III	A(nd) nothing at all has been left ³⁵ unsold ³⁴ by me ³⁵ of the above-cited half-share of a house a(nd) all its ³⁶ appurtenances, from base to air, (<i>space</i>)

³ See note to *P. Lond.* V 1722.9 (D22).

⁴ Synonym for "written deed of sale," line 9 above.

⁵ ἀνήκει, "belongs" in the present tense. "I suppose she means it is still officially registered in his name. Still, the dead cannot own." — JS

⁶ περί = "around" or "near," but the fact that the house of Abraamios borders on two sides of this house (31-32) strongly suggests that the word here and in all other occurrences of this and related phrases should be translated "in" or "on."

⁷ On the possible meaning of λαύρα as "street" see note on *P. Lond.* V 1724.37 (D32).

⁸ G. Husson, *OIKIA* 228.

⁹ "Blind ... road" = blind alley.

Pedigree II	having come around to me through rightful ³⁷ purchase from Ioannes, also (called) Papsios, ^{10 38} in accordance with the power of the old ¹¹ deed of sale, ³⁷ and to him through parental succession; ¹² (<i>space</i>)
Price	the price mutually ³⁹ agreed upon and approved being in capital of genuine gold, ⁴⁰ five <i>solidi</i> in the weight of Syene, i.e., go(ld), 5 <i>sol(idi)</i> in the weight of Syene, which full and adequate ⁴¹ price I have here received in full from you, Kyriakos, the purchaser, from (your) hand ⁴² to my hand, from your cashbox, in Syene, in number and weight complete, ⁴³ on the present day.
Warranty	A(nd) I warrant to you the deed of sale with every warranty always ⁴⁴ against anyone who intends to bring suit against you or contend (about it). The man who intends to bring suit against you ⁴⁵ or contend (about it) — (him) I, the seller, shall drive out and cleanse (the deed of sale) for you ⁴⁶ at my own expense and cost according ¹³ to the ⁴⁷ law ⁴⁶ of sale and warranty
Investiture	⁴⁷ in order that you, Flavius Kyriakos, the buyer, hereafter (may) ⁴⁸ control and own and administer and manage and build ⁴⁹ and sell and give and resell and exchange, ¹⁴ and ⁵⁰ leave (it) to your ⁴⁹ children and ⁵⁰ descendants and do everything concerning it and act without let ⁵¹ or hindrance,
Waiver of Suit	a(nd in order that I may) not sue you — nor shall I sue — nor (may) anyone else in ⁵² my name, now or on any occasion, in any way, on ⁵³ any pretext. None of my heirs or children or descendants ⁵⁴ or those closest to my family, on my father's or mother's (side), will be able to ⁵⁵ bring action against you or sue (you) or initiate arbitration against you on account of this case.
Penalty	⁵⁷ And it shall not avail ⁵⁶ the man who presumes to sue you or contend with you or violate or undermine ⁵⁷ this deed of sale, but he shall provide, as penalty ⁵⁸ for the violation, double the aforesaid price,
Reaffirmation ¹⁵	and nothing (shall) prevail ⁵⁹ against what is written herein in this deed of sale, but besides he (shall) unwillingly ⁶⁰ abide by it as if it had been done in a public archive, ⁶¹ because by me it had been thus ⁶² decided, ⁶⁰ compulsion ⁶¹ or force or deception or any guile not being present, ⁶² to have sold to you the aforementioned half-share of a house a(nd) ⁶³ half(-shares) of the related appurtenances, a(nd) I have received from you ⁶⁴ the full a(nd) set price in gold, five <i>solidi</i> in the weight of Syene.
Validity	⁶⁵ And I have drawn up for you as (your) security this deed of sale, which is valid and ⁶⁶ warranted and unbreakable and unshakable and lawful wherever brought

¹⁰ A line is drawn over Papsios' name; see note on *P. Münch.* 1.5 (D29).

¹¹ I.e., early. The same expression is to be found in the Aramaic contracts (*TAD* B2.3:16 [B26], 2.7:6, 11-12 [B30]; 3.10:22 [B44], 3.11:15 [B45], 3.12:29, 31 [B46]).

¹² ἀπὸ γονικῆς διαδοχῆς, literally, "ancestral succession," i.e., inheritance from his parents.

¹³ Greek ambiguously has κ, the common abbreviation for "and," but here the scribe plainly meant to abbreviate κατά. See *P. Münch.* 12.12-13 (D46).

¹⁴ This meaning of ἀλλαγὰς ποιεῖν rather than simply "change" is preferable because of the sequence of the verbs in this clause.

¹⁵ The phrasing in this paragraph is almost identical with that in *P. Münch.* 4.36-40 (D35); *P. Lond* V 1731.30-32 (D42).

- forward ⁶⁷and displayed, with the signature of the one signing on my behalf, ⁶⁸(made) at my request.
- Acknowledgment A(nd) having been questioned (face) to face, I have expressed acknowledgment a(nd) executed (the deed).
- ⁶⁹(2nd hand) † I, Aurelia Tapia daughter of Tsios, whose mother (is) Mariam, from Syene, the aforementioned, have sold
- ⁷⁰in its entirety, the half-share belonging to me of a house, from foundation to air, with its every ⁷¹right
- and I have received from you
- the aforesaid full price of ⁷²five ⁷¹*solidi* ⁷²in the weight of Syene
- and I will warrant to you this deed of sale with every warranty, and everything ⁷³written herein is satisfactory to me as aforementioned.
- Signatory I, Fl. Theodoros son of Abraamios, sol(dier) of the regiment of Syene, having been asked, wrote ⁷⁴on her behalf since she is not literate †.
- Witnesses (3rd hand) † I, Fl. Abraam son of Mousaios, sol(dier) of the leg(ion) of Syene, ⁷⁵bear witness to the deed of sale, having heard it from Tapia, who is also the contracting party.
- ⁷⁶(4th hand) † I, Fl. Komes son of Isak, sold(ier) of the regi(ment) of Syene, bear witness to the deed of sale, having heard it from the contracting party †.
- ⁷⁷(5th hand) † I, Isakos son of Taeion, archdeac(on) of the (Church of) St. Maria in Syene,¹⁶ bear witness to ⁷⁸the deed of sale, having heard it from the contracting party †.
- ⁷⁹(6th hand) † I, Fl. Apa Dios son of Praipositos, sold(ier) of the regiment of Syene, bear witness to the deed of sale, having heard it from the ⁸⁰contracting party †.
- (7th hand) † I, Fl. Kyros, public defender¹⁷ of (the city of) Apollonopolis,¹⁸ having found myself in Syene, bear witness to this ⁸¹deed of sale, having been requested by the contracting party †††.
- Drafter ⁸²(8th hand) † Written by me, Markos son of Apa Dios.
- Endorsement **VERSO**
- ⁸³(1st hand?) Deed of sale of half-sh(are) of a hou(se) from base to air, so(ld) b(y) Tapia, a widow, dau(ghter) of Tsios, (her) mo(ther being) Mariam, ⁸⁴from Syene. Pr(ice): in go(ld), 5 *so(lidi)* in the w(eight) of S[yene].

¹⁶ This church may well be the Christianized Ptolemaic temple of Isis (G. Husson, *BASP* 27 [1990] 132).

¹⁷ ἑκδικος. This official (sometimes called σύνδικος) is the *defensor civitatis*, one of which was appointed for each city. He was to function as a patron of the common people, protecting them from the depredations of the more powerful (*LRE*, 144-5). The office is first seen in Egypt in 332 CE (*P. Oxy.* 1426), and its history there may be found in B.R. Rees, *JJP* 6 (1952), 73ff.

¹⁸ I.e. Edfu, ca. 106 km. by road north of Syene.

D46

P. Münch. 12 (Inv. No. 104)

SALE OF HOUSE-SHARE

DATE: 13 August, 590-12 August, 591 CE
 SIZE: 32 cm wide by 78 cm high
 LINES: 59, perpendicular to the fibers on the recto, parallel to the joins; 2 lines on recto and endorsement on verso missing from top; folded from bottom to top
 PLACE: Syene
 PARTIES: Fl. Kyriakos son of Menas to Fl. Patermuthius and Kako
 OBJECT: Half-share of a house
 WITNESSES: 3
 SCRIBE: Apa Dios son of Sabinos

Some five years after his purchase of a half-share of a house for five *solidi* (*P. Münch.* 11 [D45]), Fl. Kyriakos sells it to Patermouthis and Kako (here written Koko). The price he receives is the same as he paid and the penalty for revocation is likewise the same — ten *solidi* (lines 40-46). Even though the scribes of the two documents are different, *P. Münch.* 12 (D46) bears a striking similarity to *P. Münch.* 11 (D45), and there are several clauses and terms which appear only in these two documents.

RECTO

Date ⁰¹[†] ¹In the n[i]nt[h] year ⁰¹[of the reign of our most divine master Flavius Maurice ⁰²Tiberius, the eternal Augustus, Emperor, and greatest benefactor], ¹and [in the seventh(?) year of the] con[sulship of the same master of ours, month x day y, in the ninth(?) ind(iction),

Place in Syene],

Parties ²† Fl(avius) Kyriakos son of Menas, sol(dier), *caballa(rius)*¹ of the regiment of Syene, [providing a signatory] below [and] ³reliable witnesse[s] bearing witness below to this deed of sale,

† to Flavius Patermuthios ⁴son of Menas, (his) mother (being) Tsia, (*space*) soldier of the regiment of Elephantine, from Syene,

and to his ⁵wife, Aurelia Koko daughter of Iakobos and Tapia, (her) mother (being) Tapia, [originating from the same Syene],

Salutation ⁶greetings.

Transfer I I, the aforesaid Kyriakos, acknowledge, willingly and convinced, ⁷without any guile or fear or force or deception or compulsion or deceit or ⁸any ⁷circum⁸vention, but with self-chosen will and unvarying purpose and fixed calculation, ⁹sound understanding, warranted good faith, convinced resolve, clear conscience, that I have sold ¹⁰to you today, the aforesaid Patermuthios and Koko, and that I have transferred ¹¹from now, forever and for all on-going time to come, with all the most complete ¹²right ¹¹of ownership ¹²[an]d total authority and for eternal possessio[n], in accordance with the e[st]¹³ablished law ¹²concerning a deed of sale and warranty,

¹ See note to *P. Münch.* 11.8 (D45).

Object I	¹³ the half-share belonging to me of a whole, entire house, in the ¹⁴ condition it is in, from foundation to air, the other half of which belonged ² to Iakobos, the departed ¹⁵ father of you, Koko, the purchaser.
Transfer II	Moreover, I have sold to you also
Object II	the ¹⁶ common appurtenances ¹⁵ belonging to me (of) the w[hole], ³ ¹⁶ (consisting) of the vestibule and gateway and stair and courtyard a(nd) o[ven],
Pedigree	¹⁷ correspond[ing to the deed of sale ⁴ done for me,
Document Transfer	and] I have given it to you [for your g]reater security,
Location	¹⁸ the same house ¹⁷ ly[ing] ¹⁸ in Syene in the southern part of the fortress and in the Quarter ⁵ of the Public Camel Yard ¹⁹ of the transport (service) from Philae and of the house of Abraam son of Pachymios.
Boundaries I	The boundaries of the whole, entire house, ²⁰ of which I have sold to you the half-share belonging to me —
Description ⁶	(consisting) of the room on the first floor, facing north ²¹ toward the public road; and above it a living room on the second floor, facing west ²² toward the landing of the stair; and the (recess) below the stair, namely, <i>tchere</i> , on the first floor; and the southern ²³ living room on the third floor, facing north toward the common courtyard; and the ²⁴ terrace ²³ above it, ²⁴ up to the air; and the eastern large terrace, up to the air; and the half(-share) of ²⁵ all the appurtenances, from base to air —
Boundaries II	on the south the blind and narrow road and the house of Abra ²⁶ amios son of Pachymios; on the north the public street; on the east the house of Abraamios son of Pachymios; on the west the house of Allamon ²⁷ son of Pachnoumios; ⁷ (<i>space</i>) and whatever may be the boundaries, everywhere on every side, just as I have asserted orally.
Transfer III	And nothing ²⁸ at all has been left unsold ²⁷ by me ²⁸ of the same above-cited half share of a house ²⁹ a(nd) of all its appurtenances, from foundation to air,
Pedigree	having come around to me through a rightful purchase ³⁰ from Tapia daughter of Tsios a(nd) to her from Ioannes, also (called) Papsios, and to ⁸ him

² See note to *P. Münch.* 11.17 (D45).

³ Reading and restoring at the end of line 15 τῶν ὅλων[v], which Heisenberg divided up between 15 and 16, and following J. Maspero (*Byzantinische Zeitschrift* 23 [1914] 231) for line 16, κοιτωνιμαῖα.

⁴ I.e., *P. Münch.* 11 (D45).

⁵ On the possible meaning of λαύρα as "street" see note on *P. Lond.* V 1724.37 (D32).

⁶ With minor exceptions this is identical to the Descriptions in *P. Münch.* 11 (D45): *tchere* (line 22) instead of *chrere* (*P. Münch.* 11.27 [D45]), κοιτωνιμαῖον (line 23) instead of κοινόν (*P. Münch.* 11.28 [D45]), δώματος (line 24) instead of ἀέρος (*P. Münch.* 11.29 [D45]).

⁷ Written Patechnoumios in *P. Münch.* 11.33 (D45).

⁸ The scribe mistakenly wrote "from him."

	through inherited succession, ³¹ in conformity with the power of the old deed of sale;
Price	the price, mutually agreed upon and approved, ³² being gold, five <i>solidi</i> in the weight of Syene, i.e., go(ld), 5 <i>so(lidi)</i> in the w(eight) of Syen(e), which full price ³³ I, Kyriakos, have ³² here re ³³ ceived in full from you, Patermuthios and Koko, the purchasers, from (your) ha[nd] ³⁴ to my hand, on the present day, in number and weight complete.
Warranty	A(nd) I warrant to you the ³⁵ deed of sale with every warranty always against anyone who intends to bring suit against (you) or contend (about it). ³⁶ The man who intends to bring suit against you or contend (about it) — (him) I, the seller, shall drive out and cle ³⁷ [a]nse (the deed of sale) for you at my own expense and cost
Investiture	in order that you the buyers, ⁹ Patermuthios and Koko, hereafter (may) control and own a(nd) manage and ³⁹ build, sell, a(nd) cede and grant, pass on ¹⁰ to your children and heirs, ⁴⁰ and use (it) in whatever way you choose, without let or hin[dr]ance.
Waiver of Suit	A(nd) I (may) not sue you nor ⁴¹ shall I sue nor (shall) anyone else in my name, on any occ(as)ion, in any way, on ⁴² any ⁴¹ pretext. ⁴² None of my heirs or children or descendants or those close ⁴³ est ⁴² to my family ⁴³ will be able to ¹¹ sue or conten[d (or) at]tempt to violate or u[ndermi]ne ⁴⁴ this deed of sale.
Penalty	And it shall not avail (the man who sues) but he shall provide as fine [...] ⁴⁵ double the price
Reaffirmation	and nothing (shall) prevail against the deed of sale, but (he shall) abide by it in ⁴⁶ perpetuity as if it had been done in a public archive.
Oath	I have sworn by almighty God and the ⁴⁷ divine a(nd) heavenly genius ¹² of the most serene masters of the world, the Fl(avians) Maurice Tiberius and Aelia Constanti ⁴⁸ na, the eternal Augusti and Emperors, to do all the aforementioned, to guard it, ⁴⁹ always ⁴⁸ to carry (it) out to the end,
Validity	⁴⁹ the de[e]d of sale being valid and warranted wherever brou(ght) forward, with the signature of the one signing on my behalf.
Acknowledgment	⁵⁰ And having been questioned, I have expressed acknowledgment †. (2 nd hand) I, Fl. Kyriakos son of Menas, sol(dier), <i>caballarius</i> of the regiment of ⁵¹ Syene, the aforesaid, have sold the half-share belonging to me of a whole, entire house, ⁵² in the cond[ition] it is in, [from foun]da[tion to] air, and (half) of the com[mo]n appurtenances, ⁵³ a(nd) I have received from you the aforesaid full price of ⁵⁴ five ⁵³ <i>solidi</i> ⁵⁴ in the wei[g]ht of S[y]ene a(nd) I will warrant to you the deed of sale with ¹³ every warranty, a(nd) everything ⁵⁵ written herein ⁵⁴ is satisfactory to me ⁵⁵ as aforem(entioned).

⁹ τοὺς πεπρακότες, scribal error for πριαμένους, which would have been the correct analog to *P. Münch.* 11.47 (D45).

¹⁰ Reading παραπέμπειν with J. Maspero (*Byzantinische Zeitschrift* 23 [1914] 231).

¹¹ The first sentence and a half of the Waiver clause are an exact copy of that in *P. Münch.* 11.51-54 (D45) and appear nowhere else in our documents.

¹² τύχην, literally "fate, chance;" "genius" proposed by John Shelton (personal communication).

¹³ ἐν, literally "in."

Signatory	I, Fl. Papnouthis son of Victor, sol(dier) of the regiment of Syene, having been asked, wrote ⁵⁶ on his behalf since he is not literate †.
Witnesses	(3 rd hand) I, Fl. Iakob son of Paulos, <i>actuarius</i> of the regiment of Syene, bear witness. ⁵⁷ (4 th hand) † I, Fl. Kolouthos son of Victor, sold(ier) and <i>caballarius</i> of the regiment of Syene, bear witne[s]s ††. ⁵⁸ (5 th hand) † I, Victor son of Ioannes, former(ly of) the re(giment) of Syene, bear witness.
Drafter	⁵⁹ (6 th hand) † The c(ase) ¹⁴ was finished by me, Apa Dios son of Sabinos.

¹⁴ Reading ὑπ(όθεσις) with U. Wilcken, *AJP* 6 (1920), 442, though this noun is not known elsewhere with this verb and is an inappropriate word to describe a conveyance. It is normally used in documents or clauses concerning disputes (*P. Münch.* 1.43, 48 [D29], 7.61 [D36], 14.30, 40 [D48]), but its use here may have been influenced by the dependence of our document on *P. Münch.* 11 (D45), where the term appears in the Waiver clause (line 55); so too in the same clause in *P. Lond.* V 1731.25 (D42), drawn up by the same scribe as *P. Münch.* 11 (D45).

D47

P. Münch. 13 (Inv. No. 101)

SALE OF HALF-SHARE OF A COURTYARD

DATE: 18 January, 594 CE
 SIZE: 33.5 cm wide by 97 cm high
 LINES: 85, across the fibers on the recto, parallel to the joins; 8 lines damaged at top and endorsement on verso missing; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tsone and Aur. Tseure, daughters of Apa Dios to Fl. Patermouthis son of Menas and his wife Aur. Kako daughter of Iakobos
 OBJECT: Half-share of a ruined courtyard
 WITNESSES: 5
 SCRIBE: Fl. Phoibammon son of Psenthaesios

The sisters Tsone and Tseure sell an inherited half-share of a ruined courtyard (lines 20-21, 32-34) to Patermouthis (here always written Patermouthios except in line 41) and Kako for one and one-third *solidi*. The purchasers had previously acquired the other half-share of the courtyard through a gift from Ioannes, also known as Paptios (lines 24-27; see too *P. Münch.* 11.37 [D45] and 12.30 [D46]), so they now own it in its entirety. Though the property is in poor condition and worth so little, penalty for revocation is six *solidi* and several of the clauses (Investiture, Waiver of Suit, and Acknowledgment) are the most fulsome of any conveyance

RECTO

Invocation ¹[† In the name of the lord and master, Jesus Christ, our god and savior,¹
 Date in the ³twelfth ²year ¹of the reign of ²our ¹most divine and pious ²master Flavius Maurice Tiberius, the eternal Augustus, Em]peror and greatest benefactor, ³and in the tenth² [ye]ar of the consulship of his³ ser[enity], on Tybi twenty-third, in the twelfth ⁴[i]ndiction,
 Place in Syene †,
 Parties the Aurelians Tso[ne] and [Tseure], (her) sis[ter], both⁴ of them daughters of ⁵their ⁴fath[er] ⁵Apa Dio(s), (both) originating [from Sy]e[n]e, and providing a signatory below, the one ⁶signing ⁵on their behalf, ⁶and witnesses [bearing additional witness below, according to their instruction, to this writt]e[n] a[n]d warr[anted an]d ⁷inviolable deed of purchase,⁵

¹ This invocation, known from 591 CE, appears in our documents only here and in *P. Münch.* 14 (D48); see L. S. B. MacCoull, *BASP* 27 (1990) 156. The Arabic documents began "In the name of God the Merciful the Compassionate" (*P. Or. Inst.* 10552r.2 [F2]).

² Should be "the eleventh" year; see R. S. Bagnall and K. A. Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen, 1978), 91, 127 and *BASP* 17 (1980), 23-24.

³ Greek has "their."

⁴ Supplying [ἀμώτερα]. H.-W. supply ὁμογνήσιοι here, meaning something like "siblings," but John Shelton pointed out (in a personal communication) that this word "is used of brothers and sisters who have the same father and mother, not of daughters. I suspect just ἀμώτερα] ἐκ πατρ[ός] It does look short for the space, though."

⁵ ὀνιακῆ πράσει. The Greek has two words, πράσις, the usual word in this document (lines 7, 38, 40, 54, 55, 61, 66, 76) and elsewhere for "deed of sale," but also ὀνιακῆ, the usual adjective for "of purchase." John Shelton suggested (in a personal communication) that one might translate this as "deed of sale and purchase," describing the transaction as seen from the viewpoint of each party.

	to [Flavius Paternmouth]ios son of Menas, sol[di]e[r] of the regiment of Elephantine,
	⁸ and to his spouse Aurelia [Kako daughter of Iakobos son of ⁶ P]asaraei, both originating ⁹ from the sam[e] Sye]ne,
Salutation	greet(ings).
Transfer I	We, the aforesaid Tsone and her sister Tseure, acknowledge ¹⁰ by this, our written security of purchase, through our familial decision, ⁷ having come (to it) ¹¹ of (our own) free will and self-chosen volition and guileless resolve and unchangeable purpose and immutable ⁸ ¹² calculation and clear conscience and sound understanding, apart from any guile or fear or force or deception (or deception) ¹³ or compulsion or deceit or flattery or any sort of misdoing, ⁹ according to this single ¹⁰ written ¹⁴ security of purchase, but through familial decision,
Oath	and at the same time swearing the most dreadful and ¹⁵ awesome oath by Almighty God and by (the) victory and permanence of our most pious masters ¹⁶ of the world, (the) Flavians Maurice Tiberius and Aelia Constantina, the eternal Augustans and ¹⁷ Emperors and greatest benefactors, t
	hat we have sold to you today, to the aforesaid Paternmouthios and ¹⁸ his spouse, Aurelia Kako, and transferred, by (the) law of purchase and for eternal possession and every ¹⁹ most complete right of ownership, from now, forever and for all on-going time to come
Object	²⁰ the paternal half-share of a courtyard, belonging to and falling to us, ¹¹
Description	ruined and on the west, ¹² ²¹ single-storied and unroofed, ¹³
Location	lying in the city of the Syenians in ¹⁴ the southern part of the ²² fortress in the Quarter ¹⁵ of the Camp and the ..., ¹⁶
Pedigree I	and having come around to us through rightful ²³ inheritance from our late father Apa Dios, and he himself had accepted it through parental succession.
Transfer II	²⁴ Positively nothing at all of the above-named half-share of a ²⁵ courtyard ²⁴ has been left unsold by us — the other half-share of which courtyard also belongs to

⁶ In this lacuna H.-W. supply τοῦ καί, "also known as" (on the model of *P. Münch.* 1.5 and 10 [D29]) instead of simply leaving Pasaraei (which is in the genitive) to come immediately after the name of Iakobos, as we have assumed in our translation, "Iakobos son of Pasaraei." Supplying τοῦ καί would make Pasaraei not the father but an *alias* of Iakobos. But there does not seem to us to be room for these words. Besides, Pasaraei is an *alias* of Dios, the father of Iakobos, clearly in *P. Münch.* 1.5 and 10 (D29) and probably in *P. Münch.* 1.56 (D29) and *P. Lond.* V 1724.30 (D32). See also Wilcken, *AP* 6 (1920), 442.

⁷ προθέσεως, a word found in this archive only in this document, here and in line 14.

⁸ ἀναλλοίωτος, found only in this line in all our documents. Not found in any of the papyri on PHI CD-ROM.

⁹ ραδιουργείας, found only in this line in all our documents. Not found in any of the papyri on PHI CD-ROM except *P. Coll. Youtie* II.92.35, *P. Oxy.* II.237.8.15, *SB* XII.10929.2.10, and *UPZ* II.162.6.3. Only the first of these is in a clause like ours.

¹⁰ See note to *P. Lond.* V 1722.9 (D22).

¹¹ I.e., inherited from their father.

¹² I.e., their share is the western side of the court.

¹³ We have here perhaps a distinction between a solid roof and a kind of shady covering composed only of palm fronds allowing air to circulate, a type common in the village on Elephantine today.

¹⁴ See note to *P. Münch.* 11.22 (D45).

¹⁵ On the possible meaning of λαύρα as "street" see note on *P. Lond.* V 1724.37 (D32).

¹⁶ τριπυρηνή (?), meaning unknown.

	you, Paternouthios, and to his ¹⁷ consort (and) spouse, ²⁶ through right of deed of gift ¹⁸ from Ioannes, also called Paptios,
Pedigree II	—corresponding to the earlier ²⁷ document of purchase ¹⁹ and (corresponding) to our retention and ownership. ²⁰
Boundaries I	The boundaries of the entire courtyard of which we have sold you ²⁸ the half-share of the ruined courtyard ²⁷ are: ²⁸ on the south the (road?) of the public wall of the monastery; ²¹ on the north the public road; ²⁹ on the west the public road; on the east the common wall of the house of the boatman, Paicion son of Apa Dios;
Description	and the main ³⁰ door opens to the north into the public avenue,
Boundaries II	or whatever may be the boundaries everywhere on every side at (the) four corners ³¹ and on (the) four sides just as we have asserted orally, we the aforesaid Tsone and Tseure, ³² her ³¹ sister, ³² the sellers and vendors,
Price	the price mutually agreed upon and approved, ³³ namely even given between us both and by an unchanging ²² word, being in capital of gold, one and one-third <i>solidi</i> in the ³⁴ weight of Syene, i.e., go(ld) 1½ <i>so(lidi)</i> in the weight of Syene, which full and adequate price we, the aforesaid ³⁵ (of them) vendors, have here received in full from you, Paternouthios and his spouse Kako, the purchasers, ³⁶ on the present day, from (your) hand to our hand, from your cashbox, in number and weight complete.
Waiver of Suit I	After which (day) ³⁷ we (may) not proceed against you, nor (shall) anyone else representing ²³ us on (any) occasion ever.
Warranty I	But ³⁸ we and those after us ³⁷ agree and warrant ²⁴ to you ³⁸ and those with ²⁵ you this purchase contract/deed of sale ²⁶ with every warranty always against ³⁹ anyone who intends to bring suit against you or contend (about it) on any ²⁷ occasion or time

¹⁷ I.e., "your".

¹⁸ Perhaps referring to *P. Lond.* V 1729.40-41 (D37) (written 10 years earlier), wherein the monk Ioannes son of Patechnoumios bequeaths all his remaining property to Paternouthios. If Ioannes also called Paptios is identical with the monk Ioannes son of Patechnoumios then this deed of gift might refer to the earlier bequest by that cleric (*P. Lond.* V 1729. (D37)).

¹⁹ For the term ὀνή, "purchase," cf. *P. Münch.* 16.13 (D21), where a phrase is added to indicate that the older deeds were actually handed over to the new purchaser. From the point of view of the buyer a deed of sale becomes a deed of purchase. Since Tsone and Tseure acquired their half-share by inheritance and not by purchase, the word here must refer only to the means by which Ioannes obtained his half-share, namely by purchase.

²⁰ A similar phrase is found in *P. Lond.* V 1724.34 (D32).

²¹ Greek δημοσίου τείχους requires a preceding word, and ρύμη has been supplied as inadvertently omitted by the scribe. Alternatively, we may suppose the scribe intended the nominative, δημόσιον τεῖχος, meaning "the public wall (of the monastery)."

²² ἀπαρ(λ)άττω occurs only here in our documents. Not found in any of the papyri on PHI CD-ROM.

²³ Lit., "of our face" (προσώπου). "probably translates Latin *ex persona*, or the like"—JS.

²⁴ "Agree and warrant" is hendiadys for "agree to warrant."

²⁵ ὑμῖν, perhaps an error for ὑμᾶς, "those after you," thus aligning the parties of the buyers with those of the sellers.

²⁶ τὴν ὀνιακὴν συγγραφὴν πρᾶσιν. The scribe seems to have combined two expressions: ὀνιακὴ συγγραφὴ "purchase contract" and ἔγγραφος πρᾶσις "written deed of sale."

²⁷ ἐν παντὶ καιρῷ positive form of ἐν μηδενὶ καιρῷ as in *P. Münch.* 11.52 (D45), 16.34 (D21), etc.

by every warranty and ⁴⁰cleansing at our own expense and cost according to the law of sale and warranty

Investiture

in order that ⁴¹you henceforth, the aforesaid Patermouthis and his spouse Kako, the buyers of the above-indicated ⁴²half-share of a courtyard (coming) from our paternal (inheritance) from Apa Dios, a courtyard now unroofed and uncovered, from base ⁴³to air and with its every right, forthwith and immediately (and) speedily, (may) possess and control and ⁴⁴own our aforementioned entire²⁸ courtyard, namely the half-share of the same courtyard, with its every ⁴⁵right, and administer and manage and build up above²⁹ and dwell within and rent out and exchange ⁴⁶and sell and resell and alter and grant and convey and cede and give ⁴⁷and bequeath to your children and descendants and leave³⁰ to your heirs (and) successors; acquire (and) use in any way ⁴⁸pleasing to you and in any way according to (the) laws, and do³¹ everything and whatever the laws instruct those who are ⁴⁹absolute³² owners and everything permitted to those who are undisputed owners, with every most complete right of ownership³³ (and) ⁵⁰with³⁴ total authority and ownership and eternal possession, validly and unimpeded, (of) our same ⁵¹half-share of the courtyard.

Waiver of Suit II

We, the aforesaid Tsone and Tseure her sister, the sellers, ⁵²and any children or descendants or strangers³⁵ or family on (our) father's or mother's side are not able and ⁵³shall not be able to bring suit against you or your children or descendants or successors or assigns or bring action against you or ⁵⁴sue you or (in future) sue you on account of this deed of sale or violate or undermine this, our ⁵⁵deed of sale, now or on any occasion or time, in any way, on any pretext because, as we said before, ⁵⁶we have received from you in full the designated price of one and one-third *solidi* ⁵⁷in the weight of Syene.

Warranty II

The man who intends to bring suit against you or attempts to contend on account of this, our half-⁵⁸share of the courtyard, from base to air — (him) we the aforesaid, and the sellers, shall drive out and ⁵⁹lay claim against at law and intimidate and cleanse (the deed of sale)³⁶ at our own expense and cost and (that of) ⁶⁰our heirs.

Penalty

If we should not be able (to achieve) the legal remedy and cleansing (on account)³⁷ of this ⁶¹deed of sale, we acknowledge that we (must) offer as fine (and)

²⁸ I.e., their complete rights to the half-share.

²⁹ ἐφ' ὕψους is a particularly appropriate term for building up a court.

³⁰ καταλιμπάνειν (occurring only here) an expanded form of καταλείπειν, the regular word for "leave," as in *P. Münch.* 11.50 (D45), etc.

³¹ πράττειν. In *P. Münch.* 4.31 (D34) and 11.50 (D45) this verb is used intransitively and translated "act."

³² αὐτοτελέσει rendered "unabhängigen" ("independent") by H.-W.

³³ Cf. *P. Münch.* 11.15 (D45), where this phrase is found in the opening transfer clause.

³⁴ κατά, elsewhere translated "according to."

³⁵ ξένων, only here and in *P. Lond.* V 1729.35 (D37) and 1735.13 (D50). It probably refers not to a total stranger but to someone beyond the family circle, yet associated with the alienors. Compare Aramaic אִישׁ אַחֵר "another man," (see on *TAD* B2.3:11 [B26]) or the trio תּוֹנֵי, תּוֹנֵי, and אֲדוּנֵי, "partners, guarantor" (see on *TAD* B3.10:18 [B44]).

³⁶ Spelled out in the next two lines and in *P. Lond.* V 1724.51, 61 (D32).

³⁷ ἔνεκεν, superfluous preposition, as attested by its absence from a parallel clause in *P. Lond.* V 1724.60-61 (D32).

	for the violation gold, six <i>solidi</i> in the weight ⁶² of Syene, to be exacted by judgment and authority ³⁸ from our assets,
Reaffirmation	and also nothing (shall) prevail against what is writ(ten) herein ⁶³ as aforesaid — the damages and costs and forfeitures — and, even so, (we shall) unconditionally [unconditionally] embrace ⁶⁴ and abide by this inviolable, unshakable written purchase document, and nothing (shall) prevail ⁶⁵ against what is written herein, as was said before. ³⁹
Validity	And as your security we have had made this present ⁶⁶ deed of sale, which is valid and warranted and unbreakable and unshakable and lawful wherever brought forward and made public, ⁶⁷ before every office and authority, in every place or time, with the signature of the one signing on our behalf and of the ⁶⁸ witnesses below bearing witness, according to our instruction and request.
Acknowledgment	And having been q(uestioned) face ⁶⁹ to face, we have acknowledged — and executed (the deed) — ⁷⁰ that we and ⁷¹ those after us ⁶⁹ hold (it) as so good, sound, and right: to do, ⁷⁰ to give, to preserve, to abide by, to keep, to carry out, to bring to completion, to be preserved ⁴⁰ ⁷¹ for all (time). When it was read aloud and translated for us into the Egyptian language ⁷² and pleased (us), we expressed acknowledgment and executed (it) †††. (2 nd hand) † We, Aurelia Tsone and her sister Tsere ⁷³ daughters of Apa Dios, whose mother (is) Rachel, from Syene, the aforesaid, have sold ⁷⁴ the half-share of a ruined courtyard and we have received from you, the purchasers, ⁷⁵ the full set price of one and one-third <i>solidi</i> in the weight of Syene ⁷⁶ and we will warrant to you this deed of sale with every warranty, and ⁷⁷ everything written herein ⁷⁶ is satisfactory to us ⁷⁷ as aforem(entioned).
Signatory	I, Fl. Lazaros son of Petros, <i>adiut(or)</i> of the regiment ⁷⁸ of Syene, having been asked, wrote on their behalf since they are not literate †.
Witnesses	⁷⁹ (3 rd hand) † I, Fl. Menas son of Abraamios, ⁴¹ bear witness †. ⁸⁰ (4 th hand) † I, Fl. Psan son of Aron, sol(dier) of the regiment of Philae, by chance having found myself in Syene, ⁸¹ bear witness, having heard it from the contracting parties ††. ⁸² (5 th hand) † I, Fl. Papas son of Menas, sol(dier) of the regiment of Syene, bear witness †. ⁸³ (6 th hand) † I, Flavius Ioannes son of Vic(tor), <i>augustal(is)</i> of the regiment of Syene, bear witness[†]. ⁸⁴ (7 th hand) † I, Fl. Victor son of Psabet(?), <i>augustalis</i> of the regiment of Syene, bear witness †.
Scribe	⁸⁵ (1 st hand) Done by me, Fl. Phoibammon son of Psenthaesios, sol(dier) of the regiment of Syene †. (8 th hand) † Foibammon ⁴² †.

³⁸ See note to *P. Münch.* 4.35 (D34).

³⁹ In *P. Münch.* 8.33-36 (D23) this clause is strengthened by an oath.

⁴⁰ I.e., it is good that the deed be preserved.

⁴¹ Menas omitted here his military title, "soldier of Syene," as opposed to *P. Lond.* V 1730.27 (D41).

⁴² In Roman letters. See Wilcken, *AP* 6 (1920), 443.

D48

P. Münch. 14 (Inv. No. 102)

ARBITRATION OF DISPUTE OVER LEGACY

DATE: 15 February, 594 CE
 SIZE: 34 cm wide by 167 cm high
 LINES: 112 (= 111, perpendicular to the fibers on the recto, parallel to the joins; 1-line endorsement on verso of protocol, perpendicular to the fibers); folded from bottom to top
 PLACE: Syene
 PARTIES: Fl. Ioannes son of Iakobos and Patermouthis son of Menas
 WITNESSES: 6
 NOTARY: Christophoros son of Patermouthios

This document labels itself three times as a "settlement" (διάλυσις [lines 13, 49, 102]), three times as an "acknowledgment of settlements" (lines 6, 59, 92), and once as a "settlement acknowledgment" (line 112). Like *P. Münch. 1* (D29) and *P. Münch. 7 + P. Lond. V 1860* (D36) it records the results of an arbitration. Like *P. Münch. 7 + P. Lond. V 1860* (D36) it is an objectively-styled recitation of facts up until the Acknowledgment (line 99) in which the parties, speaking in their own names, affirm their adherence to the settlement. Since a single signatory is brought for both parties it is not clear whether there existed a parallel document in the possession of Ioannes.

An earlier dispute between Ioannes and his mother Tapia had been submitted for arbitration to the lawyer Paeion who awarded Ioannes four *solidi* (lines 29-30, 38-41). Thereupon, Patermouthis intervened to prevent his mother-in-law from paying her son (lines 28; 42-43). In retaliation, Ioannes lodged a grievance before Kallinikos, the *vicarius* of Hermonthis, against Patermouthis regarding the estate of his (Ioannes') father Iakobos, even though Ioannes had, eleven years earlier, drawn up a settlement agreement (*P. Münch. 7 + P. Lond. V 1860* [D35]) concerning that estate (lines 15-28). Patermouthis was fined seven *solidi* by Kallinikos and consequently brought an action against Ioannes for violating the settlement (lines 15, 19-20). Both disputants agreed, however, to submit their quarrel to Sereu, a priest at Omboi, for arbitration. He decided that Ioannes should reimburse Patermouthis the sum of five *solidi* (out of the seven he had been fined), but that the judgment Ioannes had won against Tapia for four *solidi* was still valid (lines 35-50). Following the decision the brothers-in-law amicably agreed that a one-*solidus* payment by Ioannes to Patermouthis would settle both claims (lines 50-56). The current document is a joint written acknowledgment wherein, under oath and subject to a penalty of twelve *solidi*, the parties waive suit, each against the other, Ioannes concerning his paternal legacy and Patermouthis concerning the fine (lines 50-98). It is of interest that a certain Psere acts throughout as guarantor and surety for Ioannes (lines 10-12; 62-63; 76; 99-101).

RECTO

Invocation ¹† In the name of the lord and master Jesus Christ, o[ur] god and savior,
 Date ³in the twelfth year ²of the reign of our most divine and most pious master Flavius ³Maurice Tiberius, the eternal Augustus, Emperor, ⁴and in the eleventh year of the consulship of his Serenity, ⁵(space) † on Mecheir 21, in the 12th ind(iction),
 Place in Syene †,
 Parties ⁶† this acknowledgment of settlements¹ is drawn up and made ⁷as the termination of all criticism and accusation and liability and ⁸inculpation and inquiry and altercation, (by),

¹ The same odd phrase, "acknowledgment of settlement," is found in *P. Münch. 1.28* (D29).

⁸on ⁹the one side, Flavius² Ioannes son of Iakobos, whose mother (is) ¹⁰Tapia, soldier of the regiment of Syene, through (*space*),³ known as Psere, ¹¹boatman of the same Syene, acting as guarantor and answering for ¹²the will of the same Ioannes in all the (matters) contained herein ¹³and set forth below in this settlement, (*space*)

and on the other (side), ¹⁴Patermouthis son of Menas, boatman from the same (city),

¹⁴ackn[ow]ledging the (matters) below ¹⁵as set forth below. (*space*)

Suit

The aforesaid Patermouthis brought action against ¹⁶the said Ioannes because, contrary to every claim of right,⁴ he (Ioannes) lodged a grievance⁵ ¹⁷against him before Kallinikos, the most courageous *vicarius* of Hermonthis,⁶ ¹⁸who was filling the place of Ammonianus the most magnificent⁷ ¹⁹commander,⁸ and because of his (Ioannes') charge he (Patermouthis) was fined ²⁰seven ¹⁹*solidi*, ²⁰even though he had his written settlements,⁹ done ²¹by Ioannes himself for Patermouthis himself and Kako, his wife ²²and the sister of him, the said Ioannes, in which he acknowledged he had been reconciled ²³concerning the legacy of his father (Iakobos) and no longer had any claim ²⁴against the said Patermouthis or his wife because of any sort of ²⁵property belonging to their late father. (*space*)

Defense

Ioannes, however, object²⁶ing to the action brought against him by ²⁷the aforesaid ²⁶Patermouthis, ²⁷said that such a proceeding had been undertaken¹⁰ ²⁸by him against Patermouthis because he had hindered his mother from reconciling¹¹ (with) him (Ioannes)²⁹ according to the written arbitration-award¹² given to him by Paeion, the most learned ³⁰lawyer, because of the case of her house.

Settlement

And ³¹after they had said and argued ³⁰much ³¹with each other, they decided by common ³²accord to appear for arbitration¹³ before Sereu, the most prudent¹⁴ ³³priest of the holy church of Omboi, who happened to be found in this (city) ³⁴of the Syenians. (*space*) And then, when they came before his Godbelovedness,¹⁵ each side ³⁵prepared for him his own pleas of justification. (*space*)

He, when he had listened to what ³⁶was in dispute ³⁵between ³⁶them; (*space*)

² Ioannes had been an Aurelian 11 years earlier (*P. Münch.* 7.8 [D36]).

³ The scribe never filled in the blank space he had left for Psere's other name. The many other blank spaces in this document seem to serve as dividers between phrases, sentences, or paragraphs.

⁴ A Latinism for *contra iustitiae rationem*.

⁵ ἐνήγαγεν, "lodged a grievance" occurs only here in our documents.

⁶ Hermonthis was a little south of Thebes.

⁷ μεγαλοπρεπέστατος. The commander bears the same epithet, "magnificent," that the duke of the Thebaid does elsewhere (*P. Leid.* Z. 14 [D19]).

⁸ See note to *P. Münch.* 6.11 (D35).

⁹ Including *P. Münch.* 7 + *P. Lond.* V 1860 (D36).

¹⁰ Or "done."

¹¹ ἀπαλλάξαι, here in the active voice; otherwise in our document (lines 22, 57, 72, 86) and elsewhere in the passive. See note to *P. Lond.* V 1720.16 (D24).

¹² ἐπίκρισιν, assuming this is equivalent to κρίσις (for which see A. A. Schiller, *Studi in onore di Edoardo Volterra* I [1969], 476 n. 36).

¹³ δίαίτα (lines 32, 67, and 82) appears to be interchangeable with μεσιτεία (lines 48, 56, 73, and 86).

¹⁴ εὐλαβεστάτω, "conscientious, circumspect," a common honorary epithet of priests.

¹⁵ θεοφιλεία.

and when he had also gone through the settlements brought forward ³⁷by Patermouthis which had been made for him and his wife Kako ³⁸by the said Ioannes;

and when, moreover, he had also examined the arbitration-award ³⁹given to Ioannes and his mother by the same most learned lawyer¹⁶ ⁴⁰on account of the case of the house, in which he awarded and decided ⁴¹that four *solidi* be given to Ioannes by his mother;

and ⁴²since Ioannes ⁴¹himself ⁴²persisted¹⁷ and said that ⁴⁴he charged him ⁴²because he had been hindered by ⁴³the said ⁴²Patermouthis ⁴³from receiving from his mother the same four *solidi*;

⁴⁴the aforesaid most most-beloved-of-God ⁴⁵arbitrator ⁴⁴decided and arbitrated ⁴⁵that above all the said Ioannes should tender ⁴⁶to Patermouthis gold, five *solidi*, for the penalty which, he (Patermouthis) said, had been given ⁴⁷by him to the *vicarius* of Hermonthis; (*space*)

Ioannes himself has (his claim retained) against Tapia ⁴⁸with reference to the mediation that was performed between him and ⁴⁹his ⁴⁸mother herself.

Satisfaction

⁴⁹And thus there were general settlements of both sides ⁵⁰for themselves. When this had been awarded by the aforesaid Sereu, ⁵¹the most-beloved-of-God priest, being by themselves they came to agreement ⁵²with each other in a friendly way that there be credited by Patermouthis to (the account) of Ioannes ⁵³the four *solidi* which it had been determined that he (Ioannes) should receive from Tapia, his mother ⁵⁴and the mother-in-law of the same Patermouthis, and he (Patermouthis) should receive from the same Ioannes ⁵⁵one other *solidus* as satisfaction of the five *solidi* according to the ⁵⁶mediation by the same most-beloved-of-God priest. (*space*)

Withdrawal

After this had thus ⁵⁷been done and been reconciled between the parties, ⁵⁸the said Ioannes and Patermouthis ⁵⁷logically ⁵⁸arrived at ⁵⁷this ⁵⁸written ⁵⁹acknowledgment of settlement through which they acknowledge of their own free will and with guileless ⁶⁰resolve and clear understanding and unswerving calculation without any guile ⁶¹or force or deception or compulsion or deceit or flattery or maliciousness ⁶²or any defect or any mean intention, that Ioannes, ⁶³through the aforesaid Psere, his guarantor and surety, ⁶⁴no longer has any claim against Patermouthis nor against Kako his ⁶⁵wife nor against Tapia, his and Kako's mother, nor against ⁶⁶their ⁶⁵heirs ⁶⁶or successors or assigns, neither now or on any occasion, in any ⁶⁷way or (on any) pretext or stratagem or sophistry.

Waiver of Suit I

Nor, indeed, is he able ⁶⁸to initiate ⁶⁷arbitration ⁶⁸against Patermouthis himself and Kako his wife and the said Tapia, ⁶⁹nor to scrape up¹⁸ any sort of inquiry against them on any occasion or time ⁷⁰neither in courts local or foreign nor out of court, not by himself ⁷¹nor through a deputy nor through a person (acting as) agent, nor through imperial words¹⁹ concerning any sort of property, ⁷²small or large,

¹⁶ I.e., Pacion.

¹⁷ ἠπιμεφῶναντος.

¹⁸ This expression occurs only here in our documents.

¹⁹ θείων βέρβων, "divine words," βέρβων being a transliteration of Latin *verbum*, the phrase referring to a favorable imperial rescript delivered in response to a petition. A variant expression is used in line 85 (θείας ἀδνουτατίωνος), but then the second Greek word transliterates Latin *adnotatio*. See H.-W., 164.

- belonging to the legacy of his parents, because he has been reconciled ⁷³by the award²⁰ and the mediation of the said arbitrator in the previously-mentioned way.
- Penalty I ⁷⁴And if he should still attempt to proceed against them in any sort of way at any sort of ⁷⁵occasion or time, on the one hand he shall not profit from the attempt, and on the other he shall recognize (that he must provide) ⁷⁶gold, twelve *solidi*, as penalty and for the violation, at the risk of Psere, who acted as ⁷⁷his guarantor through this written acknowledgment, ⁷⁸to be exacted ⁷⁷by judgment and authority²¹ ⁷⁸from the guarantor himself and from everything belonging to him and ⁷⁹that shall belong to him, wholly and singly.²² (*space*)
- Waiver of Suit II Paternouthis himself, too, acknowledges that ⁸⁰he will not sue either the said Ioannes or his heirs with reference to the forfeit ⁸¹imposed on him because of the charge of the said Ioannes or concerning any other sort ⁸²of property, nor will he initiate arbitration against him in courts local or ⁸³foreign nor out of court, not by himself nor through his wife nor through ⁸⁴Tapia the aforesaid, his mother-in-law and the mother of Ioannes, nor through ⁸⁵their ⁸⁴heirs ⁸⁵nor through a deputy nor through a person (acting as) agent, nor through a divine rescript²³ ⁸⁶because he has been reconciled with the aforesaid Ioannes by the award and mediation ⁸⁷of Sereu, the said most-beloved-of-God arbitrator, and between them ⁸⁸every seed of litigation and accusation and²⁴ liability and inculpation and inquiry and ⁸⁹altercation ⁸⁷has been eliminated.
- Penalty II ⁸⁹And if the same Paternouthis or someone else representing ⁹⁰him ⁸⁹should attempt ⁹⁰to sue or challenge the said Ioannes, he will be indebted²⁵ for the designated ⁹¹penalty of gold, twelve *solidi*,
- Reaffirmation together with, also, ⁹²each side ⁹¹unconditionally ⁹²abiding by the present acknowledgment of the settlements.
- Oath And ⁹³those on each side have sworn by the ⁹⁴Holy and Consubstantial Trinity and the victory and the permanence of ⁹⁵our ⁹⁴most pious ⁹⁵masters Fl. Maurice Tiberius and Aelia Constantina, the eternal ⁹⁶Augusti and Emperors ⁹⁴(may God protect them!), ⁹²that ⁹³they preserve ⁹²this (agreement) as ⁹³unblemished and inviolable, having mortgaged all the ⁹⁷property ⁹⁶they have and will have ⁹⁷as pledge and for right of mortgage, to be a warranty for the present acknowledgment ⁹⁸and for the outlay of the penalty if it should turn out thus.
- Acknowledgment And having been ques⁹⁹tioned ⁹⁸(with reference) to all the aforesaid, ⁹⁹they have expressed acknowledgment and executed (the document) †.
(2nd hand) We,
Fl. Ioannes son of Iakobos, sol(dier) of the regiment of Syene, ¹⁰⁰through the said Psere, boatman of the same Syene, acting as guarantor and answering for the

²⁰ κρίσει. See A.A. Schiller, note to line 29 above.

²¹ See note to *P. Münch.* 4.35 (D34).

²² γενικῶς καὶ ἰδικῶς (also in *P. Lond.* V 1736.17 [D51]).

²³ θείας ἀδουτατίωνος, lit., a "divine note," "divine" being equivalent to "imperial," and the second word being a transliteration of the Latin.

²⁴ The *P. Münch.* text misprints κπὶ for καὶ.

²⁵ ὑποκείσεται, translated as "mortgaged" in *P. Münch.* 3.4 (D33).

¹⁰¹will of the same Ioannes in all the (matters) brought herein and set forth below²⁶
¹⁰²in this settlement,

and Patermouthis son of Menas, sol(dier) of the regiment of Eleph(antine) and
boatman from the same ¹⁰³Syene,
the aforem(entioned), have had the settlement acknowledgment drawn up, and
everything ¹⁰⁴written ¹⁰³herein is satisfactory to us ¹⁰⁴as aforem(entioned).

Signatory

I, Fl. Lazaros²⁷ son of Petro(s), adjuta(nt) of the regiment of Syene, having been
asked, wrote on their behalf ¹⁰⁵since they are not literate †.

Witnesses

(3rd hand) † I, Fl. Ioannes son of Petros, *draconar(ius)*²⁸ of the regim(ent) of
Syene, bear witness †.

¹⁰⁶(4th hand) † I, Fl. Victor son of Menas, *draconar(ius)* of the regiment of
Syene, bear witness †.

¹⁰⁷(5th hand) † I, Fl. Victor son of Psabet, *augustalis* of the regiment of Syene,
bear witness †.

¹⁰⁸(6th hand) † I, Fl. Patermouthis son of Hatres, *augus(talis)* of the regiment of
Syene, bear witness †.

¹⁰⁹(7th hand) † I, Fl. Paeion son of Iakobos, sol(dier) of the regiment of Syene,
bear witness †.

¹¹⁰(8th hand) † I, Fl. Paulos son of Paameios, sol(dier) of the regiment of Syene,
bear witness †.

Notary

¹¹¹(9th hand) The ack(nowledgment) was done by me, Christophoros son of
Patermouthios, notary.

VERSO

Endorsement

¹¹²[Sett]leme(nt) acknowledgment²⁹ of [Ioa]n[es son of Iakobos, whose mother
(is) Tapia], with Patermouthis.

²⁶ The wording is copied from lines 12-13, even though "below" is not appropriate at this point.

²⁷ The same man who acted as signatory in *P. Münch.* 13.77 (D47).

²⁸ Bearer of the serpent standard.

²⁹ Also in *P. Münch.* 1.9 (D29).

D49

P. Lond. V 1733 (Inv. No. 1798)

SALE OF HOUSE-SHARES

DATE: 6 March, 594 CE
 SIZE: 33 cm wide by 106 cm high
 LINES: 81, perpendicular to the fibers on the recto, parallel to the joins; endorsement on verso missing; folded from bottom to top
 PLACE: Syene
 PARTIES: Aur. Tapia daughter of Tsios and Mariam to Fl. Apa Dios son of Sourous
 OBJECTS: Shares in two parts of one house
 WITNESSES: 7
 NOTARY: Fl. Lazaros son of Petros

Tapia here sells again two of the same shares of rooms she had sold almost nine years earlier to her daughter, Kako, and to Kako's husband, Patermouthis (*P. Münch.* 9.30-35 [D40]). These are a half-share in a second-floor living room (lines 17-18) and a quarter-share of a fourth-floor roof-terrace (lines 19-21). (These rooms had made up only a part of the earlier transaction, which also included shares of altogether different houses.) It is clear from lines 52-53 that she retained ownership of a quarter-share of the terrace. The mystery here is how Tapia can sell again something she had already sold. One may imagine that Patermouthis and Kako, after *P. Münch.* 9 (D40), sold (or gave) these two room-shares back to her. But, to explain the presence of this document (*P. Lond.* V 1733 [D49]) in our archive, we must assume that, at some later date, Patermouthis and Kako regained ownership.

RECTO

Invocation ¹† In the name [of the lord and master Jesus Christ,] ²our ¹[god and savior],
 Date ³in the twelf[th] year ²of the reign [of our most divine master Fl]avius Maurice Tiberius, ³the eternal Augustus and emperor, and ⁴in the eleventh year ³[of the consulship] ⁴of his¹ serenity, on Phamenoth 10, [in the 12th indic(tion)],
 Place ⁵(space) in Syene, (space)
 Parties ⁶ⲡ Aurelia Tapia daughter of Tsios, (her) mother (being) Mariam, a widow, ⁷originating from Syene, and providing a signatory below, the one ⁸signing ⁷on [her] behalf, ⁸and witnesses bearing witness below to this [warranted] ⁹and lawful deed of sale, (space)
 to Flavius Apa Dios son of Sourous, so[ldier] ¹⁰of the regiment of Syene,
 Salutation greetings.
 Transfer I I, the aforesa[id Tapia], acknowledge ¹¹by this, my written security, willingly and convin[ced] ¹²without any guile or fear or force or deception or compulsion or ¹³deceit, and apart from any sort of malice or maliciousness or ¹⁴any mean intention, but of (my own) free and unalterable will ¹⁵and with guileless resolve and clear conscience according to this ¹⁶single² written security, that I have sold to you today and transferred, ¹⁷from now, forever, and for all time to come,
 Object the ¹⁸half-share ¹⁷belonging to me ¹⁸and falling (to me)³ of the living room on the second floor;

¹ The scribe wrote "their" in error.

² See note to *P. Lond.* V 1722.9 (D22).

³ See lines 27-31.

	¹⁹ and the quarter-share of the roof-terrace above the bedroom ⁴ which is ²⁰ above the living room ⁵ which belongs jointly to me and ²¹ my ²⁰ siblings ²¹ Menas and Tselet;
	and my share of all the appurtenances, (consisting) of ²² the vestibule and gateway and stair and gallery and ²³ little oven, with entrance and exit and passage up and passage down, ⁶
Location	the same house ²⁴ lying in the same Syene in the southern part of the fortress ²⁵ and in the Quarter ⁷ of Saint Apa Victor, ⁸ triumphant martyr.
Pedigree	²⁶ The same half-share of the living room and the quarter-share ²⁷ of the terrace ²⁶ came to me ²⁷ in this way: one quarter-share of the living room ²⁸ and the eighth-share (of the terrace) from a legacy from my mother Mariam, ²⁹ and the other quarter-share and the eighth-share ⁹ of the above-named ³⁰ places just as has been said above from a rightful purchase ¹⁰ through a written (security) ³¹ of purchase ¹¹ from Georgios, my brother, those (that came) ³² to me and to my siblings Menas and Tselet ¹² ³¹ in common ³² and undivided. ³³ And (they came) to the aforesaid Mariam herself through a rightful legacy ³⁴ from her parents, Papnouthios and Thekla, according to the meaning ¹³ of ³⁵ their will. ¹⁴
Boundaries	The boundaries of the entire house are: on the south the house of Thekla ³⁶ and Dios son of Kelolios; ¹⁵ on the north (the site) of the shrine of the martyr Apa Victor, ³⁷ onto which (site) the house's main ¹⁶ door faces from the alley, beyond which (is the site) ³⁸ of the same shrine;

⁴ Identified in *P. Münch.* 9.34 (D40) as belonging to Taliphantis. Tapia seems uncertain about the identity of the current owner of the bedroom, so she has to locate the roof-terrace with reference to the second-floor symposion below that bedroom, which symposion is being conveyed by this document. Perhaps the bedroom is currently unoccupied.

⁵ The same symposion mentioned in *P. Münch.* 9.30-33 (D40).

⁶ The expression "passage up and passage down" (ἀνοδος καὶ κάθοδος) is discussed by G. Husson, *OIKIA*, 69-70, who suggests it implies that the entrance was a bit above street level and required an external stair or ramp to reach it, as in a photo she attaches (fig. 8) from Soknopaiou Nesos. The general problems of exits and entrances she discusses on pp. 65-72, and the legal problems are outlined by Taubenschlag (*LGRE*, 256-259).

⁷ On the possible meaning of *λάυρα* as "street" see note on *P. Lond.* V 1724.37 (D32).

⁸ Called "the shrine of the martyr Apa Victor" in line 36 and "the Oratory of the Holy and Triumphant Victor" in *P. Münch.* 9.37 (D40). Perhaps the scribe intended to write "in the quarter of the shrine of Saint Apa Victor."

⁹ We assume that Tapia was in possession of a half-share of the terrace (see note on *P. Münch.* 9.37 [D40]) and was here disposing of only half of her total holdings in it. She remained a joint owner because she retained a quarter-share (see lines 51-52).

¹⁰ ἀγορασίαις.

¹¹ ὀνιακῆς.

¹² A line is drawn above her name; see note on *P. Münch.* 1.5 (D29).

¹³ δὲ ὄναμις = "meaning of a word," e.g. G. W. H. Lampe, *A Patristic Greek Lexicon* (Oxford, 1961), 391.

¹⁴ Following Bell in taking κληρος as "will" rather than "Erbschein" (as Wenger had argued at *P. Münch.* 9.61 [D40]). "This passage seems decisive, against Wenger, for 'will.' That is not superfluous after ἀπὸ κληρονομίας ('legacy') because inheritance of itself, from parents to children, would not have required a written testament" — JS.

¹⁵ Spelled Kelol at *P. Lond.* V 1724.36 (D32).

¹⁶ G. Husson, *OIKIA*, 102-103.

on the west the courtyard of Gounthos son of Makarios;
on the east ³⁹(the site) of the same shrine of Apa Victor;
or whatever the boundaries may be everywhere ⁴⁰on every side just as I have asserted.

Transfer II	And nothing ⁴¹ of the same half-share of the living room ⁴² on the second floor facing north toward the landing ¹⁷ of the stair, ⁴³ and the quarter-share of the terrace (up) to (the) air, with a share ⁴⁴ of all the appurtenances in proportion (to) my (share), ¹⁸ ⁴⁰ has been left ⁴¹ unsold ⁴⁰ by me,
Price	⁴⁴ the price ⁴⁵ mutually agreed upon and approved being gold, ⁴⁶ three ⁴⁵ <i>solidi</i> ⁴⁶ in the weight of Syene, i.e., go(ld), 3 <i>so(lidi)</i> in the w(eight) of Syene, which full price I have here ⁴⁷ received in full from you, I the seller from you the purchaser, from (your) ⁴⁸ hand to my hand, from your cashbox, in number and weight complete,
Investiture	in order ⁴⁹ that you, hereafter, the purchaser, may ⁵³ control and own the ⁴⁹ above-named ⁵⁰ half-share of the living room, even ¹⁹ the undivided one ⁵¹ on the second floor, and the quarter-share of the terrace (up) to (the) ⁵² air with all the appurtenances, together with ⁵³ our ⁵² other joint owners, ⁵³ and administer and manage it and build ⁵⁴ and sell and give and bequeath it to your children and descendants ⁵⁵ in any way you choose without let or hindrance,
Waiver of Suit	a(nd in order that I may) not sue you — ⁵⁶ nor shall I sue — nor (may) anyone else in my name, ⁵⁷ on any occasion, in any way, on any pretext ⁵⁸ because, as I said before, I have received from you the ⁵⁹ foresaid price in ⁵⁸ full.
Warranty	⁵⁹ The man who intends to sue you or contend ⁶⁰ about the above-cited half-share of the living room ⁶¹ and the quarter-share of the room with a ⁶² corresponding ⁶¹ share of the appurtenances — (him) ⁶² I the seller shall drive out and cleanse ²⁰ (the deed of sale) ²¹ for you ⁶³ at my own expense and cost.
Penalty	If I should not be able, ⁶⁴ I acknowledge (that I must) tender to you the aformention(ed) price ⁶⁵ in double measure.
Validity	And as your secur(ity) I have made for you this deed of sale, ⁶⁶ which is valid and warranted and lawful wherever brought forward, ⁶⁷ with the signa(ture) of the one signing on my behalf and of the ⁶⁸ witnesses ⁶⁷ below.
Acknowledgment	⁶⁸ And in answer to the formal question, I have expressed acknowledgment and executed (the deed) †. ⁶⁹ (2 nd hand) I, the aforesaid Aurelia Tapia daughter of Tsios, (my) mother (being) Mariam, have sold (to you) ⁷⁰ the half-share of the living room and the quarter-share of the roof terrace ⁷¹ above the bedroom, and I have received from you

¹⁷ G. Husson, *OIKIA*, 228. See also *P. Münch.* 12.22 (D46).

¹⁸ "Or, "just as I had them" — JS.

¹⁹ I.e., "namely."

²⁰ I.e., "clear."

²¹ Supplying *πρᾶσιν* on the model of *P. Lond.* V 1724.51, 61 (D32)

the set price ⁷²of three *solidi*
 and I warrant to you the deed of sale with every warranty ⁷³as aforem(entioned).

Signatory I, Theophilos, most h(umble) deac(on), having been asked, wrote on her behalf
⁷⁴since she is not liter(ate) †.

Witnesses (3rd hand) ₰ I, Komes, most h(umble) pr(iest) of Syene, bear witness †.
⁷⁵(4th hand) ₰ I, Fl. Ioannes son of Abraamios, *actuar(ius)*²² of the regiment of
 Syene, bear witness ₰.
⁷⁶(5th hand) ₰ I, Fl. Komes son of Paamios, *augustalis*²³ of the regiment of
 Syene, bear witness.
⁷⁷(6th hand) † I, Fl. Ananias son of Georgios, sol(dier) of the regiment of Syene,
 bear witness †.
⁷⁸(7th hand) ₰ I, Apa Ioseph son of Apa Dios, deac(on) of Syene, bear witness
 †.
⁷⁹(8th hand) ₰ I, Fl. Dios son of Psachei, former *vicar(ius)* of the regiment of
 Syene, bear witness †.
⁸⁰(9th hand) † I, Fl. Hermias son of Ioannes, sol(dier)²⁴ of the regiment of
 Syene, bear witness ₰.
 Notary ⁸¹(10th hand) † Done²⁵ by me, Fl. Lazaros son of Petros, adjut(ant) of the
 regiment of Syene ₰.

²² He held this position since 585 CE (*P. Lond.* V 1731.40 [D42]).

²³ Komes was a simple soldier in 574 CE (*P. Münch.* 1.63 [D29]).

²⁴ He held the same rank in 585 CE (*P. Lond.* V 1731.48 [D42]).

²⁵ ἐγένετο.

D50

P. Lond. V 1735 (Inv. No. 1803B) + P. Lond. V 1851 (Inv. No. 1810)

SALE OF HOUSE-SHARE

DATE: Late 6th century CE
 PLACE: Bau¹
 PARTIES: Aurelia Tarse to PN
 SIZE: 31.1 cm wide by 36.5 cm high
 LINES: 29, perpendicular to the fibers on the recto, parallel to the joins; additional fragment (see note 2, below)
 OBJECT: Fifth-share of a house
 WITNESSES: 2
 DRAFTER: Theodosios son of Apollonios

Aur. Tarse sells to an unknown person a fifth-share of a house for three *solidi*..

RECTO

Salutation [greetings].²
 Transfer I [I, Aurelia Tarse, acknowledge ...¹ ...with self-chosen vol]ition and guileless re[solution ... that I have sold to you today ...²w]illingly and convinced with every most complete [right of ownership and that I have transferred to you³ ...]
 Object ³... roof ... ⁴of the house ...,
 Price the price mutually agreed upon and ⁵approved, being gold, (three) genuine imperial *solidi* (and) ... carats [... which ...] ⁶I have received from hand to hand, from your cashbox, in number and weight complete.
 Transfer II I have sold to you ⁷today the aforementioned fifth share of a house, and transferred to you and assigned ⁸[to you the] ... and the irrevocable and undisputed ownership and every independent ⁹authority in perpetuity, as has been cited above,
 Investiture with the result that you the purchaser and your heirs [and] ¹⁰successors and assigns (may) hold and con[t]ro[l] a[nd] hav[e t]h[e] whole⁴ o[wn]ership a[nd] ¹¹resell, give, rent out, let,⁵ trade, pass this on ¹²to your heirs, successors, or assigns for all time to come.
 Waiver of Suit ¹³I, the seller, have no ¹²authority, ¹³nor have my heirs, or my family, or strangers⁶ ¹⁴to bring action against you or sue you or bring suit against you at all on account of this, the aforementioned fifth ¹⁵sh[are, or about] any other s[ort] of thing.

¹ A monastery in the upper Diospolite nome known also as Pabau and made famous by the Letter of Ammon (Epistula Amonis), who spent three years there from 352 to 355 CE. Imperial troops were stationed there in the time of Justinian I (*P. Grenf.* II 95). See J. E. Goehring, *The Letter of Amon and Pachomian Monasticism* (New York, 1986), 119-120, 160, and 192-193. See also J. Gascou, *BIFAO* 76 (1976), 157-184. Bell had read Βαυ, which he interpreted as an abbreviation for Babylon.

² From very near the beginning (if it is not an endorsement from the verso) must come the fragment Bell framed with Inv. No. 1810 and mentioned under *P. Lond.* 1851, though he only transcribed it in the introduction to this document (*P. Lond.* 1735): "... the fi]fth share of a house in its entirety (*space*) of the Trinity and the ..."

³ Cf. *P. Münch.* 9.28-29 (D40) for the sequence "with every ... transferred."

⁴ This word is inserted above the line.

⁵ Reading ἐνοικιάζειν with S. G. Kapsomenakis (*Voruntersuchungen zu einer Grammatik der Pap.*, 96-97). Bell read σ[υ]νοικιάζειν: "The sense seems to be to enlarge the house by adding new constructions to it."

⁶ See note to *P. Münch.* 13.52 (D47)

Warranty	And] the man who intends to bring suit against you — (him) I myself, the seller, at my ¹⁶ own expense, shall intimidate and cleanse for you t[his] deed of sale ¹⁷ on a[n]y occas[i]on and t[ime and] I shall guard your dominion always
Penalty	or recognize (that I must provide) to you ¹⁸ double the afore(said) price and the damages and the costs both for improving ⁷ it and ¹⁹ for litigation.
Validity	And as your security I have contracted the deed of sale, (which is) val(id) and war(ranted).
Acknowledgment	And having been que[stio(ned), I have expressed acknowledg(ment)]. ²⁰ (2 nd hand) ₪ I, Aurelia Tarse, the aforem(entioned), have had drawn up the deed of sale of the fifth share of a hous[e, having re] ²¹ ceived from you the payment and price ⁸ in gold, three <i>solidi</i> , and ²² I will warrant the deed of sale with every warranty, and everything written here(in) is satisfactory to me as aforem(entioned).
Signatory	²³ I, Fl. Victor son of Ioannes, sol(dier) of the regiment of Bau, having been asked, wrote on her behalf, she being present ²⁴ and having told (it) to me, since she is not literate ₪.
Witnesses	(3 rd hand) I, Fl. Iakob son of Ioannes, Pharanite, ⁹ of the regiment of Bau, ²⁵ having been ask[ed], wrote on her behalf, she being present and having told (it) to me, since she is not literate. ²⁶ (4 th hand) I, Fl. ... of the regiment of Bau, bear witness to the deed of sale, having heard it ²⁷ from the contracting party †. (5 th hand) ... of the [regime]nt of Bau, ²⁸ bear witness.
Drafter	²⁹ (6 th hand?) ₪ Written by me, Theodosios son of Apollonios, assess(or) of Bau ₪.

⁷ An Aramaic contract provided for payment for improvements in case of failure to cleanse (*TAD B3.4:22-23 [B37]*). See J. J. Rabinowitz, *Jewish Law* (New York, 1956), 150-151.

⁸ "Payment and price" is what one would expect, but the Greek τέλο[ς] καὶ τίμημα "really ought to mean 'tax and evaluation.' Possibly this would be explainable if the start of the document were preserved." (JS).

⁹ That is, a native of Pharan, in the middle of the Sinai, according to R. Remondon, *Recherches de Papyrologie* 1 (1961), 85, n. 1.

D51

P. Lond. V 1736 (Inv. No. 1788)

LOAN OF GOLD

DATE: 25 February, 611 CE
 SIZE: 12.4 cm wide by 30.5 cm high
 LINES: 35 (= 34, parallel to the fibers on the recto; 1-line endorsement on verso parallel to the fibers); folded from right to left; inside a split bamboo (?) stem
 PLACE: Syene
 PARTIES: Fl. Paternouthis son of Menas and Aur. Kako daughter of Iakobos to Aur. Ioannes son of Pituron
 OBJECT: 4 *solidi*
 WITNESSES: 3
 SCRIBE: Fl. Dios son of Basileides

Paternouthis and Kako borrow from the boatman Ioannes four *solidi* repayable on demand at 8½% per annum interest (½ *solidus* per year) and pledge all their property as guarantee of payment.

RECTO

Invocation ⁰¹[In the name of ...].¹
 Date ³In the first year ¹† of the rei[gn] of ²our ¹most [di]v[ine] a(nd) [most] serene a(nd) crowned-by-god ²m[ast]jer, Fl. Heraclius the [et]ernal Augustus, ³Emperor, on Ph[am]enoth 1, in the 14th ind(iction),
 Parties ⁴Fl. Pater[mo]uthis son of Menas, sol(dier) of the regiment of Eleph(antine), boatman ⁵from Syen[e, and] his wife, Aurelia Kako ⁶daughter of I[a]kobos †, to Aurelius Ioannes ⁷son of Pituron, boatman from the same Syene, greet(ings).
 Salutation
 Loan ⁸We acknowledge, by mutual surety,² by this, ⁹my³ written security, that we have gotten a(nd) ¹⁰have borrowed from you today for o(ur) essential ¹¹needs gold, four *solidi* in the weight of Syene, ¹²i.e., go(ld), 4 *so(lidi)*, w(eight) of Syen(e).
 Repayment These we are ready ¹³to provide to you whenever you may wish⁴ —
 Interest that is, ¹⁴each year a *tremissis*⁵ ¹⁵in the weight of Syene, from the afores(aid) day —
 Pledge at ¹⁶our ¹⁵own ¹⁶risk a(nd) by means of our prop¹⁷erty, wholly a(nd) singly,⁶ as pledge, ¹⁸without any argument.⁷

¹ Probably an invocation to the Trinity. See Bell, *Byzantinische Zeitschrift* 22 (1913), 395ff, 400.

² Implying that both borrowers are equally responsible for the entire loan.

³ Error for "our."

⁴ Coptic loans were also to be repaid "at any time that you ask after them" (*KSB I 024.8-9 [E5]*)

⁵ One *tremissis* = one-third of a *solidus*. But "something seems to have fallen out of the text here: μετὰ καὶ τῆς τούτων ἐπικερδείας ['together with the interest on this also'] or the like" (JS).

⁶ Also in *P. Münch.* 14.79 (D48)

⁷ An example of such "argument" may be found in *P. Münch.* 6.32 (D38) and *P. Münch.* 14.31 (D48). The identical phrase is found in Coptic loan documents (*KSB I 025.9 [E4]*, 026.6 [E6], 034.5-6 [E14]; *ST 91.5 [E17]*). One document allowed the creditor "to demand whatever you may wish from us without any argument" (*ST 91.4-5 [E17]*).

Validity	A(nd) for your secu(rity) we have had ¹⁹ made the mutually-guaranteed security, which is val(id) a(nd) war(ranted) wherev(er) brought f(orward), ²⁰ with the sig(nature) o[f] the one sign(ing) on our behalf.
Acknowledgment ⁸	A(nd) having been quest(ioned), we have expressed acknowledg ²¹ ment a(nd) [e]xec[ut(ed)] (the document). Fl. Patermouthis son of Menas, ²² sol(dier) of the reg(iment) in Eleph(antine) and his wife ²³ Au[r]el[i]a Kako daughter of Iakob, the ²⁴ aforesaid. The security ²⁵ for four <i>solidi</i> in the weight of Syene ²⁴ is satisfactory to us ²⁶ as aforem(entioned). ⁹
Signatory	✠ I, Fl. Dios son of Basileides, former ²⁷ <i>actuarius</i> of the regiment of Sye[n]e, having been asked, wrote ²⁸ on their behalf since they are not [I]iterate †.
Witnesses	²⁹ (2 nd hand) † I, Stra(.)psos, deac(on), bear witness. ³⁰ (3 rd hand) † I, Fl. Ioannes son of Kaeis, sol(dier) of the regiment ³¹ of Syene, bear witness †. (4 th hand) I, Fl. Victor ³² son of [I]oannes, sol[(dier)] of the r[e]gim[ent] of Syen)e, ³³ [b]ear witness [†].
Scribe	³⁴ (1 st hand) [Written] b[y] me, Fl. Dios son of Basileides, former <i>actuarius</i> . ¹⁰
Endorsement	VERSO ³⁵ (5 th hand) [† Sec(urity)] of Patermouthios son of Menas and Kako his wi(fe) ... † 4 <i>so(lidi)</i> , w(eight) of Syene.

⁸ The formulation here is an abridged variation of the usual formula, which reads, "We, PN son of PN, the aforesaid, have contracted the security ..., and everything is satisfactory ..." (see *P. Münch.* 3.11-14 [D33]).

⁹ "This sounds as though they were the creditors" (JS).

¹⁰ Supplied on the basis of Bell's confidence that the document is in the hand of the signatory. It is unusual for the scribe and the signatory to be the same man.

D52

P. Lond. V 1737 (Inv. No. 1789)

SECURED LOAN OF GOLD

DATE: 9 February, 613 CE
 SIZE: 13.3 cm wide by 31.1 cm high
 LINES: 28 (= 27, parallel to the fibers on the recto, perpendicular to the join; 1-line endorsement on verso parallel to the fibers); folded from right to left; tied to a strip of wood
 PLACE: Syene
 PARTIES: Fl. Paternouthis son of Menas to Aur. Ioannes son of Pituron
 OBJECT: 3½ *solidi*
 WITNESSES: 3
 SCRIBE: Dios son of Th...

Paternouthis acting alone borrows 3½ *solidi*, repayable on demand at 12½% per annum interest, from the same Ioannes from whom he and Kako together had borrowed 4 *solidi* two years earlier (*P. Lond.* V 1736 [D51]). He pledges for his loan two copper objects weighing together 129.5 litrae, so the gold-copper ratio of the loan and the pledge is 1:2017 (3.3333 *solidi* ÷ 72 [*solidi* per pound] = .0462958 ÷ [124.5 litrae × .75 {1 litra = 12 ounces}] =) 93.375 = .0004958. So, 1 ÷ .0004958 = 2017). The gold-copper ratio at the end of 4th century according to the Theodosian Code (11.21.2) was 1:1800. Other 4th century values for worked bronze were 1:1980 and 1:1968.¹ Kako's absence may suggest her death or disability; it is some 35 years since the first appearance of either individual in the archive (*P. Lond.* V 1724 [D32]). The fact that this is the second loan within two years and that this one requires a security deposit may suggest that Paternouthis' financial condition has worsened.

RECTO

Date ¹...[most divin]e and most serene ²mas[t]er Fl. [Her]acliu[s the] ete[rnal Aug]ustus and [E]mperor, ³in the [t]hird year, on MeMecheir 15, the fir[s]t in(diction),

Parties ⁴Fl. P[a]termouth[i]s son of Me[n]as, [s]ol(dier) of the regime(nt) of Eleph(antine), b[oa]tman ⁵fro[m] Syene †, to Aurel[ius Ioa]nnes son of Pituron, boatman ⁶from the (same) Syene, greet(ings) †.

Salutation

Loan I, Paternouthis, [acknowled]ge, by this, ⁷my written sec[ur]ity, that I have gotten and bor⁸rowed from you today fo[r] my [e]ssential needs gold, ⁹three and one-third ⁹*solidi* in the weight of Syene, i.e., go(ld), 3½ *so(lidi)* w(eight) of Syen(e).

Repayment ¹⁰And this, with G(od), I am ready to provide to you whenever you may ¹¹wish,

Interest with th[e i]nterest² on them, for each *solidus*, ¹²monthly, a fourth of a g[o]ld ca[r]at³ from the afores(aid) day, ¹³without any argument.⁴

Pledge I have mortgaged with you as ple¹⁴dge articles of copper amounting to ¹⁵24½ ¹⁴li(trae)⁵ on my scale and ...¹⁶containing 100 li(trae), and I ac-

¹ R. S. Bagnall, *Currency and Inflation in Fourth Century Egypt* (BASP Supplements, 5; 1985), 63.

² ἡπικερδέφρα.

³ The carat is a twenty-fourth of a *solidus*. Thus the interest rate would be 3 carats per year per *solidus* = ½ *solidus* = 12.5% per annum.

⁴ See note on *P. Lond.* 1736.18 (D51).

⁵ As a measure of weight, one litra = 12 ounces.

	knowledge that these are under ¹⁷ your authori[t]y until repa[y]ment and satisfactio[n] ¹⁸ of the set g[o]ld, ... as pledge
Validity	¹⁹ And for (your) sec(urity) I have made [t]his no(te), which is val(id) a(nd) war(ranted) ²⁰ wher(ever) brought for(ward).
Acknowledgment	And having been ques(tioned), I have [e]xpressed acknowledgment †.
Witnesses	(2 nd hand) I, Fl. Kollo ²¹ uthos son of Alexandros, centur(ion) of the regiment ²² of Syene, bear witness †. (3 rd hand) Ϡ I, Fl. Theo ²³ dosios son of Apa Dios, sol(dier) of the regi ²⁴ ment of Syene, bear witness Ϡ. (4 th hand) I Fl. ²⁵ Faustinos son of Pachymios, sol(dier) ²⁶ of the regiment of Syene, bear witness †.
Scribe	²⁷ (1 st hand) † ... by me, Dios son of Th...
Endorsement	VERSO ²⁸ (5 th hand) ⁶ [† Secu]r(ity) of Patermouthios son of Menas, boat(man) from Syene. (space) Th(at is), go(ld), 3½ so(lidi), w(eight) of Syene.

⁶ "Not in the same hand as the endorsement of 1736" (Bell).

DESCRIPTIVE PROSOPOGRAPHY

J. Joel Farber and Andrew Wolpert

Key:

- (Au) = An Aurelius
 (Fl) = A Flavius
 # = A person in more than 1 document
 { } = A variant spelling for the same name
 19-37 = *P. Lond.* V 1719-1737
 1-16 = *P. Münch.* 1-16

- | | |
|--|--|
| Abraam | Father of Apa Dios. |
| Abraam, son of Dios ² | Drafter (34.31 [D25]). |
| #Abraam (Fl), son of Mousaios ¹ | Soldier of the legion of Syene (11.74 [D45]); witness (3.17 [D33]; 11.74-5 [D45]); drafter (4.58 [D34]). |
| Abraam (Fl), son of Pamet | Centurion of legion of Syene; drafter (22.60 [D22]). |
| #Abraam/Abraamios (Fl), son of Paulos ³ | Brother of Alammon; Abraamios and his brother are former owners of the house sold to Iakob (Au) son of Paeis; they inherited it from their father (22.15-16 [D22]); Abraam an <i>augustalis</i> of the legion of Syene; signatory (34.23-4 [D26]). |
| Abraam (Fl), son of Stergorios | Former <i>actuarius</i> of the legion from Philae; witness (22.57 [D22]). |
| Abraamios ¹ | Father of Ioannis (Fl). |
| Abraamios ² | Father of Ioannes. |
| Abraamios ³ | Father of Ioannes (Fl). |
| Abraamios ⁴ | Father of Menas (Fl). |
| Abraamios ⁵ | Father of Mousaios (Fl). |
| Abraamios ⁶ | Father of Theodoros (Fl). |
| #Abraamios, son of Pachymios ¹ | Owner of a bedroom (8.13); owner of a house (11.23-24 [D45]; 12.19 [D46]); owner of a house south of house sold in the contract (11.31 [D45]; 12.25-26 [D46]); owner of a house east of house sold in the contract (11.32 [D45]; 12.26 [D46]). |
| Abraamos | His son, a priest, is witness (15.24 [D20]). |
| Aion | Father of Papnouthis. |
| Alammon, son of Paulos | Brother of Abraamios; with brother, former owners of house sold to Iakob(Au) son of Paeis; inherited it from their father (22.15-16 [D22]). |
| Alexandra | She and a group of people are former owners of a courtyard sold to Dios, son of Patechnoumios ² (Au) (16.10-3 [D21]). |
| Alexandros ¹ | Father of Diops (Fl). |
| Alexandros ² | Father of Kollouthos (Fl). |

- Allamon¹ Father of Eulogios (Fl).
 Allamon² Father of Ioseph (Fl).
 Allamon³ Father of Mariam (Au); husband of Tapia.
 Allamon (Fl), son of Dios³ Soldier of the regiment of Syene; witness (31.43 [D42]).
 *Allamon, son of Patechnoumios Owner of a house west of the house sold in the (Pachnoumios 12.26-27 [D46])contract (11.33 [D45]; 12.26-7 [D46]).
 *Allamon, son of Petros¹ Former *vicarius* (27.73 [D38]; 9.111 [D40]); a drafter (27.73 [D38]; 29.53 [D38]; 9.111 [D40]).
 Ammonianos Warden (14.18-9 [D48]).
 Ananias (Fl), son of Georgios Soldier of the regiment of Syene; witness (33.77 [D49]).
 Anastasia (Au) She lends 1 *solidus* to Apa Dios (Fl) son of Kyriakos (23 [D30]).
 Antherios Father of Ioannes (Fl).
 Apa Deios Father of Theodosios.
 Apa Dios¹ Husband of Rachel¹ (24.69-70 [D32]); father of Tsere (Au) and Tsone (Au).
 Apa Dios² Father of Apa Ioseph.
 Apa Dios³ Father of Iakob (Au).
 Apa Dios⁴ Father of Markos (Fl).
 Apa Dios⁵ Father of Paeion.
 Apa Dios, son of Abraam A deacon of the church of Syene; witness (8.48 [D23]).
 Apa Dios (Fl), son of Ioannes³ A man from Syene; witness (30.28 [D41]).
 Apa Dios (Fl), son of Kyriakos and Tsacho Soldier of the regiment of Syene(23.5 [D30]); he receives 3 *solidi* from a helmsman and 1 *solidus* from Anastasia (Au) as a loan (23 [D30]).
 *Apa Dios (Fl), son of Martios Former *actuarius* of the regiment of Syene (23.25 [D30]); an *actuarius* of the regiment of Syene (1.60-61[D29]); soldier of the legion of Syene (34.29 [D25]); witness (23.25 [D30]; 34.29 [D25]; 1.60-61 [D29]).
 Apa Dios (Fl), son of Menas³ Soldier of regiment of Syene; witness (9.110 [D40]).
 Apa Dios, son of Sabinos¹ Drafter (12.59 [D46]).
 Apa Dios (Fl), son of Praipositos¹ Soldier of regiment of Syene; witness (11.79 [D45]).
 Apa Dios (Fl), son of Sourous Soldier of regiment of Syene; buys parts of house from Tapia (Au), daughter of Tsios (33 [D49]).
 Apa Ioseph, son of Apa Dios² Deacon of Syene ; witness (33.78 [D49]).
 Apa Victor Martyr (33.25, 36, 39 [D49]); a place is named after him (33.36, 39 [D49]).
 Apollonios Father of Theodosios.
 Aron Father of Psan.
 Aurelios A helmsman from Syene (23.5-6 [D30]); lends 3 *solidi* to Apa Dios (Fl), son of Kyriakos (23 [D30]).
 Basileides¹ Father of Dios (Fl).

Basileides ²	Father of Iakob (Fl).
Basileides (Fl), son of Dios ⁴	Soldier of legion of Syene; witness (8.43 [D23]).
Benne	See Menas ⁶ .
Christophoros, son of Victor ²	Aide, Antinoopolis; signatory (7.89-90 [D36]).
Christophoros, son of Patermo(u)thios ¹	Notary; a drafter? (14.111 [D48]).
Didymos	Father of Menas (Fl).
#Didymos (Fl), son of Silbanos	Former <i>vicarius</i> of the legion of Syene; witness (22.53 [D22]; 8.47 [D23]).
Dios (Fl), son of Alexandros ¹	Soldier of regiment of Syene; witness (24.82 [D32]).
Dios ¹	Also called Pasaraei (1.5, 10, 56 [D29]); married to Tlou (1.5-6, 10, 56 [D29]); father of Victor, Tsia, Paeion and Iakobos (1.4-5, 9.10, 55-56 [D29]).
Dios ²	Father of Abraam.
Dios ³	Father of Allamon (Fl).
Dios ⁴	Father of Basileides.
Dios ⁵	Father of Ioannes (Fl).
Dios ⁶	Father of Maria (Au); husband of Taeit.
Dios ⁷	Father of Papnouthis (Fl).
Dios ⁸	Father of Papnouthis.
Dios ⁹	Father of Patermouthios (Fl).
Dios ¹⁰	An actuary; father of Taeit (Au) (34.20 [D40]).
Dios ¹¹	Father of Georgios (Fl)
Dios (Fl), son of Basileides ¹	Former <i>actuarius</i> of the regiment of Syene; signatory (36.26-27 [D51]).
Dios, son of Elias	Notary; a drafter? (7.97 [D36]).
Dios (Fl), son of Iakobos ¹	Witness (15.19 [D20]).
Dios, son of Isakios ¹ (also called Posios)	Owner of house north of sold house (22.24 [D22]).
#Dios, son of Kelol (spelled Kelolios in 33.36 [D49])	Owner of house south of house in contract; he and Thekla ² own house south of sold one (24.36 [D32]; 33.35-36 [D49]).
Dios (Fl), son of Paminios	A <i>primicerius</i> (2.16 [D31]); states that Patermouthios, son of Dios ¹⁰ is a new soldier (2 [D31]).
Dios, son of Papnouthios ²	Drafter (32.10 [D44]).
Dios (Au), son of Patechnoumios ²	Farmer (16.41 [D21]); sells courtyard which he bought from a group of people (16 [D21]).
Dios (Fl), son of Paulos ⁴	Soldier of the legion of Syene; witness (34.28 [D25]).
Dios (Fl), son of Pa[o]juos (Maspero's restoration.)	An <i>ordinarius</i> (2.18 [D31]); states that Patermouthios, son of Dios ¹⁰ is a new soldier (2 [D31]).
Dios (Fl), son of Psachei	Former <i>vicarius</i> of regiment of Syene; witness (33.79 [D49]).
Dios (Fl), son of Serenos ¹	An <i>ordinarius</i> (2.18 [D31]); states that Patermouthios, son of Dios ¹⁰ is a new soldier (2 [D31]).

- Dios, son of Takares
Owner of house west of house in contract (24.37-38 [D32]).
- Dios, son of Tagaria
Owner of house south of house sold (22.24 [D22]).
- Dios, son of Th...
[Maybe a drafter?] (37.27 [D52]).
- Dioskyros (Fl), son of Ioanes¹.
Centurion of regiment of Syene; witness (31.47 [D42]).
- Elias
Father of Dios.
- Ellene, daughter of Patermouthios son
of Menas⁷
Owner of a necklace (7.74 [D36]).
- Eucharis, son Kyros².
Centurion; with Martyria, daughter of Tachbar, owns
house near sold courtyard (16.16-17 [D21]).
- *Eulogios (Fl), son of Allamon¹.
Centurion of the legion of Syene; witness (34.27 [D40];
8.45 [D23]).
- Eusebaios, son of Parouchios
Tapia (Au) daughter of Tsios owes him money (10.9
[D43]).
- Georgios
Father of Ananias (Fl).
- Georgios (Fl), son of Dios¹¹
An *ordinarius* (2.16, 18 [D31]); states that Pater-
mouthios, son of Dios¹⁰, is new soldier (2 [D31]).
- Georgios (Fl), son of Mousaios²
Adjutant of legion of Syene; drafter (8.50 [D23]).
- *Georgios, son of Tsios and Mariam
Sibling of Tapia (Au), Menas, and Tselet, (33.31-32
[D49]); maybe brother of Ioannes (9.68 [D40]);
grandchild of Papnouthios¹ and Thekla¹ (33.34 [D49]);
sold part of house to Tapia (9.39 [D40]).
- Gounthos, son of Makarios
Owner of courtyard west of sold house (33.38 [D49]).
- Hatres¹
Husband of Tsia (Au) daughter of Dios¹.
- Hatres²
Father of Komes.
- Hatres³
Father of Pathermouthis.
- *Hatres (Fl), son of Victor¹
Soldier of the regiment of Syene; witness (27.71 [D38];
29.50 [D37]; 3.19-20 [D33]; 4.52 [D34]).
- Hatres (Fl), son of Markos³
An *augustalis* of the regiment of Syene; witness (24.85
[D32]).
- Hatres (Fl), son of Petros²
Soldier of the legion of Syene and former *vicarius*;
witness (24.83 [D32]).
- Hermeias
Father of Ioseph (Fl).
- *Hermias (Fl), son of Ioannes⁶.
Soldier of the regiment of Syene; witness (31.48 [D42];
33.80 [D49]).
- Herodos
Father of Kollouthos (Fl).
- Iakkobos, son of Praipositos²
Witness (6.36 [D35]).
- Iakob
Father of Paenos (Fl).
- Iakob (Au), son of Apa Dios³
Boatman from Syene (32.1 [D44]); promises
Patermouthios (Fl) son of Menas⁷ that Psano and
Sanmouu will appear in court.

- Iakob (Fl), son of Basileides² Former *actuarius* of the regiment of Syene; signatory (1.58-59 [D29]).
- Iakob (Fl), son of Ioannes⁷ Pharanite of the regiment of Bau; signatory (35.24-25 [D50]).
- Iakob (Au), son of Kostantios² and Maria² Husband of Mariam (Au), daughter of Allamon³ (25.6-7 [D33]); boatman of Syene (25.7 [D33]; 3.11-12); borrows money from his wife (25+3 [D33]).
- Iakob, son of Makarios¹ Witness from Syene in a legal case (6.37 [D35]).
- Iakob (Au), son of Paeis son of Roben Husband of Tsendia daughter of Sourtos (22.4, 48 [D22]); Iakob and his wife sell a house bought from Abraamios and Alammon (22.15 [D22]) to Iakobos (Fl) son of Isakios² (22 [D22]).
- Iakob (Fl), son of Paulos⁵ *Actuarius* of regiment of Syene; witness (12.56 [D46]).
- Iakob (Au), son of Psennesios A witness from Syene (22.52 [D22]).
- Iakobos¹ Father of Dios (Fl).
- Iakobos² (Iakob 29.52 [D37]) Father of Isak (Fl).
- Iakobos³ Father of Paeion (Fl).
- *Iakobos (Au), son of Dios¹ also called Pasaraei [1.5, 10, 56 [D29], 13.8 [D47]) and Tlou {spelled Iakybis only in 7.9 [D36] *et passim*} Husband of Tapia (Au), daughter of Tsios; brother of Paeion (Au), Tsia (Au), and Victor (Au) (1.9-10, 33 [D29]); father of Kako (Au) (13.8 [D47]) and Ioannes (Au, Fl); father-in-law of Patermouthios son of Menas⁷ (24.31 [D32]; 7.18, 32-33 [D36]); has bedroom in Patechnoumios' house (24.23, 30 [D32]); late husband of Tapia (Au) (9.5 [D40]); died sometime pre March 23, 583 (7.16-17 [D36]); he is deceased (30.5 [D41]); he had made a settlement with his siblings (1 [D29]).
- Iakobos (Fl), son of Isakios² and Tlous Drummer of regiment from Syene (22.6 [D22]); buys house from Iakob (Au) and Tsendia (Au).
- Ioanes¹ Father of Dioskyros (Fl)
- Ioanes² {Ioannes 27.68 [D38]; 9.105 [D40]} Father of Kyros.
- Ioannes¹ Also called Kattas (24.1, 72 [D32]); lives in monastery of Pampane (24.1, 72-73 [D32]); Tsere (Au) (also called Tsia [Au]) sells parts of a house through Ioannes (24.1-3, 72-75 [D32]).
- *Ioannes² Also called Papsios (11.37 [D45]; 12.30 [D46]; 13.26 [D47]); Tapia (Au) daughter of Tsios sells half-share of house (11) bought from Ioannes² 11.36-7 [D45]; 12.30 [D46]; gives as gift half of a courtyard to Patermouthios, son of Menas, and his wife (13.25-26 [D47]).
- Ioannes³ Father of Apa Dios (Fl).
- Ioannes⁴ Father of Victor (Fl).
- Ioannes⁵ Father of Victor {Victoros 36.31 [D51]} (Fl).
- Ioannes⁶ Father of Hermias (Fl).

- Ioannes⁷ Father of Iakob (Fl).
 Ioannes⁸ Father of Menas (Au).
 Ioannes⁹ Father of Patermuth(e?)is (Fl).
 Ioannes¹⁰ Father of Philippos.
 Ioannes¹¹ Father of Mousaios (Fl).
 Ioannes, son of Abraamios² Priest; signatory (24.79-80 [D32]).
 *Ioannes (Fl), son of Abraamios³ An *actuarius* of the regiment of Syene (33.75 [D49]); centurion of the legion of Syene (8.41 [D23]); witness (33.75 [D49]); signatory (8.41-2 [D23]).
- Ioannes (Fl), son of Antherios Soldier of legion of Syene; witness (34.30 [D25]).
 Ioannes (Fl), son of Victor³ *Augustalis* of regiment of Syene; witness (13.83 [D47]).
 *Ioannes (Fl), son of Dios⁵ Soldier of the regiment of Syene (4.54 [D34]); former *vicarius* of the regiment of Syene (10.26 [D43]); witness (4.54 [D34]; 10.26 [D43]).
- *Ioannes (Au) (Fl), son of Iakobos, and Tapia (Au) [becomes a Flavius in 28 [D39]] Acts through one called Psere (14.10, 63, 100 [D48]); brother of Kako (Au) (28.6 [D39]; 30.7-8 [D41]; (14.22 [D48]); 7.13-14 [D36]); tyro soldier of legion of Syene (28.5-6 [D39]); soldier of regiment of Syene (30.4 [D41]; 7.85-86 [D36]; 14.10, 99 [D48]); boatman (30.5 [D41]; 14.11, 100 [D48]); settles a disagreement with his sister (28 [D39]); sells his share of house to Kako (Au) and her husband (30 [D41]); judge resolves conflict between Ioannes (Fl) and his mother (6 [D35]); settles conflict with sister and her husband about inheritance (7 [D36]); comes to agreement with sister and her husband (14 [D48]).
- Ioannes (Fl), son of Kaeis Soldier of regiment of Syene; witness (36.30-31 [D51]).
 *Ioannes (Fl), son of Kolouthos Centurion of the regiment of Syene; witness (27.72 [D38]; 29.51 [D37]; 9.109 [D40]).
- Ioannes (Fl), son of Paam² Soldier of the legion of Syene; witness (22.55 [D22]).
 Ioannes (Fl), son of Paeion² An *ordinarius* of the regiment of Syene; signatory (3.15-17 [D33]).
- *Ioannes, son of Patechnoumios³ Brother of Maria (29.31-32 [D37]); monk from Syene (29.4, 44 [D37]); writes a guarantee for Patermouthis (Au) son of Menas⁷ stating that Patermouthis does not owe him anything and makes him his inheritor (29 [D37]). Tapia (Au) daughter of Tsios sells parts of a house bought from Ioannes (9.50-51 [D40]). Perhaps = Ioannes alias Papsios (cf. 29.40-41 [D37] with 13.26 [D47]).
- Ioannes (Fl), son of Patermouthios² Former *vicarius* of regiment of Syene; witness (27.69 [D38]).

- *Ioannes (Fl), son of Petros⁴ Soldier of the regiment of Syene (4.57 [D34]); *draconarius* of the regiment of Syene (14.105 [D48]); Fl (4.57 [D34]; 14.105 [D48]); witness (4.57 [D34]; 14.105 [D48]).
- [Ioann]es, son of Petros⁷ Of Syene, witness (15.21 [D20]).
- Ioannes, son of Pinouthos With others, former owners of courtyard sold to Dios, son of Patechnoumios² (16.10-13 [D21]).
- *Ioannes (Au), son of Pityron Boatman from Syene (36.7 [D51]; 37.5-6 [D52]); lends money to Patermouthios (Fl), son of Menas⁷, and to Patermouthios' wife (36 [D51]); lends money to Patermouthios, son of Menas⁷ (37 [D52]).
- Ioannes (Fl), son of Sarapamon An *ordinarius* (2.17, 18 [D31]); states that Patermouthios son of Dios¹⁰ is a new soldier (2 [D31]).
- Ioannes, son of Tsios? and Mariam? Brother of Tapia; maybe brother of Georgios, Menas, and Tselet; responsible for penalty incurred by Tapia (9.68 [D40]).
- Ioannis (Fl), son of Abraamios¹ An *actuarius* of the regiment of Syene; signatory (31.40-41 [D42]).
- Ioseph Father of Petros.
- Ioseph (Fl), son of Allamon² An *ordinarius augustalis* of Syene; witness (8.46 [D23]).
- Ioseph (Fl), son of Victor⁴ Soldier of the legion of Syene (4.56 [D34]);
{ maybe the same as below } witness (4.56 [D34]).
- Ioseph (Fl), son of Victor⁵ Physician and soldier of the legion of Syene; witness (9.106 [D40]).
- Ioseph (Fl) Ermeia Soldier of the regiment of Syene; witness (24.84 [D32]).
- Ioseph (Fl), son of Paulos⁸ *Augustalis* of legion of Syene; witness (16.50 [D21]).
- Iosephis, son of Isakios³ Notary from Antinoopolis; witness (7.91-92 [D36]).
- Iosephios Father of Isak.
- Isak Father of Komes (Fl.)
- *Isak (Fl), son of Iakobos² Soldier of the regiment of Syene (1.62 [D29]);
{ Iakob 29.52 [D37] } centurion of the regiment of Syene (29.52 [D37]);
witness (1.62 [D29]; 29.52 [D37]).
- Isak, son of Iosephios Deacon of church of Syene; witness (16.45-46 [D21]).
- Isakios¹ Also called Posios; father of Dios (Fl).
- Isakios² Father of Iakobos (Fl); husband of Tlous.
- Isakios³ Father of Iosephis.
- Isakios⁴ Father of Makarios (Fl).
- Isakios (Au), son of Kostantios³ Husband of Tsone (Au) daughter of Apa Dios¹ (24.71 [D32]); he and his wife sell share of house to Patermouthios and Kako (7.31 [D36]).
- Isakos, son of Konstantinos Witness in a legal case (6.40 [D35]).
- Isakos (Fl), son of Victor⁹ Soldier of legion of Syene; witness (16.48 [D21]).
- *Isakos, son of Taeion Archdeacon of (the church of) Saint Maria of Syene; witness (31.45 [D42]; 11.77 [D45]).

Kaeis

*Kako (Au) [Tkako], daughter of
Iakobos (Au) and Tapia (Au)

Father of Ioannes (Fl).

Wife of Paternouthios (Au) (Fl) 24.6-7 [D32]; 27.4-5, 62-63 [D38]; 30.6-7 [D41]; 36.5, 21-23 [D51]; 7.13-14, 78 [D36]; 9.9-10, 26-7 [D40]; 12.5 [D46]; 13.8, 17-18, 35, 42 [D47]; 14.21, 24, 37, 65, 68 [D48]; sister of Ioannes (Au, Fl) (28.5-6 [D39]; 30.7-8 [D41]; 7.10-14 [D36]; 14.22 [D48]); buys parts of with her husband (24 [D32]); she and her husband make a will (27 [D38]); settles a quarrel with her brother (28 [D39]); brother sells his share of house to her and her husband (30 [D41]); she and her husband borrow money from Ioannes (Au), son of Pituron (36 [D51]); she and her husband settle a dispute with her brother about their inheritance (7 [D36]) which includes a disagreement over property Kako and her husband bought from Isakios and Tsone (7.31 [D36]); she and her husband buy parts of several houses from Tapia (Au) daughter of Tsios (9 [D40]); she and her husband buy half of a house from Kyriakos (Fl), son of Menas (12 [D46]); she and her husband buy half of a courtyard from Tsone (Au) and Tsere (Au) daughters of Apa Dios (13 [D47]) and had received the other half as gift from Ioannes (also called Papsios) (13.26 [D47]); she and her husband come to agreement with her brother (14 [D48]).

Kallinikos

A *vicarius* of Hermonthis (14.17 [D48]) filling the place of Ammonianos the warden (14.18-19 [D48]); Ioannes (Fl) son of Iakobos appealed to him concerning conflict with brother-in-law (14.16-17 [D48]).

Kattas

See *Ioannes*¹.

Kelolios

Father of Dios.

Kolouthos

Father of Ioannes (Fl).

*Kolouthos (Fl), son of Victor⁶

Soldier of Syene (30.28-29 [D41]); soldier of the regiment of Syene (10.28 [D43]; 12.57 [D46]); (12.57 [D46]); witness (30.28-29 [D41]; 10.28 [D43]; 12.57 [D46]).

Kollouthos (Fl), son of Alexandros²

Centurion of the regiment of Syene; witness (37.20-22 [D52]).

Kollouthos (Fl), son of Herodos

Soldier of legion of Syene; witness (16.51 [D21]).

Komes¹

Priest of Syene; witness (33.74 [D49])

Komes²

Father of Theodoros (Fl).

Komes, son of Hatres²

Witness in a legal case (6.36-37 [D35]).

Komes (Fl), son of Isak

Soldier of the regiment of Syene; witness (11.76 [D45]).

*Komes (Fl), son of Paamios

Soldier of the regiment of Syene (1.63 [D29]); *augustalis* of the regiment of Syene (33.76 [D49]); witness (33.76 [D49]; 1.63 [D29]).

Konstantis	Some kind of official sent by Menas ¹ to extract money from Tapia (6.17 [D35]).
Konstantinos	Father of Isakos.
Kosmas, son of Theodoros ¹	Notary from Antinoopolis; witness (7.94-95 [D36])
Kostantios ¹	His sons are alleged to have threatened to take legal action against Patermouthios (29.23 [D22]).
Kostantios ²	Father of Iakob (Au); wife of Maria ²
Kostantios ³	Father of Isakios (Au).
Kroure	Father of Maria, Paulos, and Thikre.
Kyriake	Wife of Markos; mother of Thelporine (Au). (<i>P. Lond.</i> V 1855.3 [D20])
Kyriakos	Father of Apa Dios (Fl); husband of Tsacho.
*Kyriakos (Fl), son of Menas ⁵	Cavalry man and soldier of the regiment of Syene (11.7-8 [D45]; 12.1, 50-51 [D46]); buys half-share of house from Tapia daughter of Tsios (11 [D45]); sells half-share of house to Patermouthios (Fl) son of Menas ⁷ and Kako (Au) (12 [D46]) which he bought from Tapia (Au) daughter of Tsios (12.29-30 [D46]).
Kyros (Fl) ¹	Public prosecutor of Apollonopolis, witness (11.80 [D45]).
Kyros ²	Father of Eucharios.
*Kyros (Fl), son of Ioanes ² {Ioannes 27.68 [D38]:9.105 [D40]}	Centurion of the regiment of Syene; witness (27.68 [D38]; 29.48 [D37]; 9.105 [D40]).
*Lazaros (Fl), son of Petros ⁵	Adjutant of the regiment of Syene (33.81 [D49] 13.77-78 [D47]; 14.104 [D48]); drafter (33.81 [D49]); signatory (13.77-78 [D47]; 14.104 [D48]).
Machbar	Tapia has a third-share of a bond owed to her by him (10.13 [D43]).
Makarios ¹	Father of Iakob.
Makarios ²	Father of Gounos
Makarios (Fl), son of [Ak?]	Soldier of regiment of Syene; witness (24.86 [D32]).
*Makarios (Fl), son of Isakios ⁴	Soldier of the legion of Syene (22.56 [D22]); <i>ordinarius</i> (2.17-18, 20, 22 [D31]); adjutant (2.22 [D31]); witness (22.56 [D22]); states that Patermouthios, son of Dios ¹⁰ , is a new soldier (2 [D31]); signatory (2.20-21 [D31]); drafter (2.22 [D31]).
Makarios (Fl) ⁴ , son of Posios ²	Soldier of the legion of Syene; witness (22.58 [D22]).
Maria ¹	With others, former owners of courtyard sold to Dios, son of Patechnoumios ² (16.10-13 [D21]).
Maria ²	Mother of Iakob (Au); wife of Kostantios ² .
Maria (Au), daughter of Dios ⁵ and Taetit	Widow (8.39); gives parts of house (8 [D23]).

- Maria, daughter of Krour Sister of Paulos and Thikre; she and a group of people are former owners of a courtyard sold to Dios son of Patechnoumios² (16.10-13 [D21]).
- Maria, daughter of Paulos⁶ She made an agreement with Nonna (Au), daughter of Tsabinos (20 [D24]).
- Maria, daughter of Patechnoumios³ Sister of Ioannes (29.31-32 [D37]); makes brother inheritor of her share of a house (29.30-31 [D37]).
- Maria, daughter of Psenthaysios With others, former owners of courtyard sold to Dios, son of Patechnoumios² (16.10-13 [D21]).
- Mariam (Au), daughter of Allamon³ and Tapia Wife of Iakob (Au), son of Kostantios (25.9 [D33]); husband borrows money from her (25+3 [D33]).
- Mariam (Maria 33.6,28,69) daughter of Papnouthios¹ and Thekla¹ Mother of Tapia (Au), Georgios, Menas, and Tselet; maybe the mother of Ioannes (9.68 [D40]); husband of Tsios.
- Markos¹ Iakob son of Apa Dios³ guarantees to Patermouthios (Fl), son of Menas⁷, that two people will appear for arbitration before Markos the judge (32.4 [D44]) (prob.= M. Scholastikos, arbitrator, in 6 [D35])
- Markos² Judge of dispute between Tapia (Au) and son (6.84 [D35]).
- Markos³ Father of Hatre (Fl).
- Markos⁴ Father of Thelporine (Au); wife of Kyriake (*P. Lond.* 1855.3 [D20]).
- *Markos (Fl), son of Apa Dios⁴ Soldier of the regiment of Syene (23.29 [D30]; 27.65-66 [D38]; 29.46 [D37]; 4.51 [D34]; 9.102 [D40]); a Fl (27.65 [D38]; 29.46 [D37]; 4.51 [D34]; 9.102 [D40]); signatory (27.65-67 [D38]; 29.46-47 [D37]; 4.51-52 [D34]; 9.102-103 [D40]); drafter (23.29 [D30]; 28.29 [D39]; 30.30 [D41]; 31.49 [D42]; 3.21 [D33]; 10.29 [D43]; 11.82 [D45]).
- Martios Father of Apa Dios (Fl)
- Martyria, daughter of Tachbar She and Eucharius, son of Kyros², own a house near the courtyard sold in the contract (16.16-17 [D21]).
- Martyrios Father of Peteroous.
- Martyrios (Fl), son of Victor¹⁰ Soldier of the legion of Philae (16.44 [D21]); signatory (16.44-45 [D21]).
- Martyriios Father of Papnouthios (Fl).
- Mauros Father of Papnouthios.
- Menas¹ A warden (6.10-11,15 [D35]).
- Menas² Pappas (Fl).
- Menas³ Father of Apa Dios (Fl).
- Menas⁴ Father of Victor (Fl).
- Menas⁵ Father of Kyriakos (Fl).
- Menas⁶ Also called Benne; father of Patermouthios.
- Menas⁷ Father of Patermouthios (Au) (Fl); husband of Tsia.

Menas ⁸	Father of Patermouthis (Fl); husband of Thekla ³ .
Menas ⁹	Father of Tsone; first husband of Tapia (Au), daughter of Tsios.
*Menas (Fl), son of Abraamios ⁴	Soldier of Syene (30.27 [D41]; 13.79 [D47]); signatory (30.27 [D41]); witness (13.79 [D47]).
*Menas (Fl), son of Didymos	Soldier of the regiment of Syene; witness (1.59-60 [D29]; 23.28 [D30]).
Menas (Au), son of Ioannes ⁶	From Omboi; witness (8.49 [D23]).
*Menas (Au), son of Paulos ⁷ and Sossanna	His wife's mother is Rachel ² from Omboi (26.11 [D34]); from Omboi (5.1 [D34]); husband of Tsone (Au), daughter of Panai (5.2 [D34]); makes an agreement with Patermouthios (Fl) son of Menas ⁶ (also called Benne) (26+4 [D34]); with wife borrows money from Patermouthis, son of Menas ⁶ (5 [D34]).
Menas, son of Tsios and Mariam	Brother of Tapia (Au) (33.20-21, 32 [D49]), Tselet, and Georgios; maybe brother of Ioannes (9.68 [D40]); grandchild of Papnouthios ¹ and Thekla ¹ (33.34 [D49]); Menas and Tselet own half of a living room (9.31-32 [D40]).
Mousaios ¹	Father of Abraam (Fl).
Mousaios ²	Father of Georgios (Fl).
Mousaios (Fl), son of Abraamios ⁵	Soldier of regiment of Syene; witness (9.107 [D40]).
Mousaios (Fl), son of Victor ⁷	Soldier of regiment of Syene; witness (30.29 [D41]).
Mousaios (Fl), son of Ioannes ¹¹	From the regiment of Syene; witness (24.87 [D32]).
Nonna (Au), daughter of Tsabinos	Makes an agreement with Maria, daughter of Paulos ⁶ (20.4, 19 [D24]).
Ouranios, father of Paulos	Owner of the house sold in 22 before Paulos inherited it (22.15 [D22]).
Paam ¹	He and Paulos ¹ receive a loan (19 [D26]).
Paam ²	Father of Ioannes (Fl).
Paam ³	Father of Paulos (Fl).
Paameios	Father of Paulos (Fl).
Paamios	Father of Komes (Fl).
Pachymios ¹	Father of Abraamios ¹ .
Pachymios ²	Father of Phaustinos.
Paeion ¹	Grammarian who has made a decision about the conflict between Ioannes (Fl) son of Iakobos and Patermouthios (Fl) son of Menas ⁷ (14.29 [D48]).
Paeion ²	Father of Ioannes (Fl).
Paeion ³	Father of Theophilos.
Paeion, son of Apa Dios ⁵	Boatman; owner of house east of house in contract (13.29 [D47]).

- *Paeion (Au) (Fl), son of Dios¹ (also called Pasaraei) and Tlou As (Au): brother of Victor (Au) (1.4-5, 55-56 [D29]), Tsia (Au) (1.4-5, 55-56 [D29]), and Iakobos (Au) (1.9-10, 33 [D29]); Paeion, Victor, and Tsia resolve the quarrel they had with Iakobos. As (Fl.) and son only of Dios: soldier of the regiment of Syene; witness (31.44 [D42]; 4.55 [D34]).
- *Paeion (Fl), son of Iakobos³ Soldier of the regiment of Syene (10.23-24 [D43]; 14.109 [D48]); signatory (10.23-25[D43]); witness (14.109 [D48]).
- Paeion (Fl), son of Psachos Soldier of the legion of Syene; witness (22.59 [D22]).
- Paeis son of Roben Father of Iakob (Au).
- Paenos (Fl), son of Iakob An *ordinarius* of Philae; witness (16.49 [D21]).
- Pamet Father of Abraam (Fl).
- Paminios Father of Dios (Fl).
- Papnouthios Father of Pasmes (Au).
- Panai Father of Tsone (Au); husband of Rachel².
- Paneous His son, an *augustalis* of the legion of Syene, is witness (15.25 [D20]).
- Paon (Fl), son of Theophanos An *ordinarius* (2.17, 18 [D 3 1]); states that Paternouthios, son of Dios¹⁰, is a new soldier (2 [D31]).
- Papas (Fl), son of Menas² Soldier of regiment of Syene; witness (13.82 [D47]).
- Papnouthios¹ Father of Mariam; husband of Thekla,¹ grandfather of Georgios, Menas, Tselet, Tapia (Au) (33.34 [D49]).
- Papnouthios² Father of Dios.
- Papnouthios, son of Mauros Owner of house in Syene (22.13-14 [D22]).
- Papnouthis, son of Aion Deacon of the church of Syene; witness (31.46 [D42]).
- Papnouthis (Fl), son of Victor⁸ Soldier of regiment of Syene; signatory (12.55-56 [D46]).
- *Papnouthis (Fl), son of Dios⁷ Soldier of legion of Syene; witness (8.44 [D23]; 22.54 [D22]).
{Papnouthis {Papnouthis 22.54 [D22]}
- Papnouthis, son of Dios⁸ Deacon of church of Syene; witness (9.103-104 [D40]).
- Papnouthis (Fl), son of Martyriooos Centurion of regiment of Syene; witness (9.108[D40]).
- Papnouthis (Fl), son of Petros⁶ Soldier of regiment of Syene; witness (3.18-19 [D33]).
- Paptsios See *Ioannes*².
- Parouchios Father of Eusebaios.
- Pasaraei Also called Dios (1.5, 10, 56 [D29]); See *Dios*¹.
- Pasmes Father of Pelagios (Fl).
- Pasmes (Au), son of Papnouthios From Syene; witness (16.46 [D21]).
- Pasmet, son of Tyrannos Deacon of church of Syene; witness (34.26 [D25]).
- Pasnous Father of Tadora.
- Patarous A storeroom is named after him (8.11 [D23]).
- Patechnoumios¹ {Pachnoumios 12.27 [D46]} Father of Allamon.

- Patechnoumios²
Patechnoumios³
- Father of Dios (Au). (16.41 [D21]) [= Patechn³ ?]
Father of Ioannes and Maria; great-grandfather of Tsone (Au) and Tsere (Au) daughters of Apa Dios¹ (24.23 [D32]); the house in 24 is named after him (24.23, 76-77 [D32]).
- Patermouthis (Fl), son of Menas⁸ and Thekla³
- He owes money to Menas (Au) son of Paulos⁷ and to Tsone (Au) daughter of Panai (5 [D34]).
- Paterno(u)thios¹
- Father of Christophoros.
- Patermouthios²
- Father of Ioannes (Fl).
- Patermouthios (Fl), son of Dios⁹
- New soldier of Elephantine (2.2 [D31]).
- Patermouthios (Fl) {Patermouthis 4.47 [D34]}, son of Menas⁶ (alias Benne)
- A tyro soldier of the regiment of Syene (26.6 [D34]; 4.48 [D34]); makes an agreement with Menas (Au) son of Paulos⁸ (26+4 [D34]).
- *Patermouthi(o)s (Au) (Fl)
- Husband of Kako (Au) (24.6-7 [D32]; 27.4-5, 62-63 [D38]; 30.6-7 [D41]; son of Menas⁷ and Tsia 36.5, 21-2 [D41]; 7.13-14, 76-78 [D36]; 9.9-10, 26-27 [D40]; 12.4-5 [D46]; 13.8, 17-18, 35, 42 [D47]; 14.21, 24, 37, 65, 68 [D48]); father of Helene (7.74 [D36]); son-in-law of Iakobos (Au) (24.31 [D32]; 7.18, 32-33 [D36]) and Tapia (Au) (14.54 [D48]); boatman (27.4, 63 [D38]; 29.7 [D37]; 32.2 [D44]; 36.4-5 [D51]; 37.4-5 [D52]; 7.11 [D36]; 9.9 [D40]; 10.7 [D43]; 14.14, 102 [D48]); soldier of the regiment of Elephantine (30.7 [D41]; 36.4, 22 [D51]; 37.4 [D52]; 10.7 [D43], 12.4 [D46]; 13.7 [D47]; 14.102 [D48]); soldier of the regiment of Philae (32.3 [D44]); becomes a Flavius in 30 [D41]; with wife buys part of a house from Tsone (Au) and Tsere (Au) (24 [D32]); Patermouthios and his wife make a will (27 [D38]); Ioannes, son of Patechnoumios, makes a guarantee for Patermouthios and makes him his inheritor (29 [D37]); his wife's brother sells to Patermouthios and to his wife his share of a house (30 [D41]); Iakob, son of Apa Dios, guarantees to Patermouthios that Psano and Sanmoou will appear in court (32 [D44]); Ioannes (Au) son of Pituron lends money to him and his wife, daughter of Iakobos (36 [D51]); Patermouthios borrows money from Ioannes (Au) son of Pituron (37 [D52]); with wife settles a dispute with her brother about their inheritance (7 [D36]) which includes a disagreement over a share of a house that Patermouthios and his wife bought from Isakios and Tsone (7.31 [D36]); with wife buys parts of several houses from Tapia (Au), daughter of Tsios (9 [D40]); pays Tapia (Au)'s debt in exchange for her bond (10 [D43]); with wife buys half of a house from Kyriakos (Fl), son of Menas (12 [D46]); with wife buys

- half of a courtyard from Tsone (Au) and Tsere (Au) daughters of Apa Dios (13 [D47]) and had received previously the other half as a gift from Ioannes (also called Papsios) (13.26 [D47]); he and wife come to an agreement with Ioannes (Fl) son of Iakobos (14 [D48]).
- Patermuth(e?)is (Fl), son of Ioannes
 Soldier of regiment of Syene; witness (23.27 [D30]).
- Pateroous
 Owner of house east of house in contract (24.38 [D32]).
- Pathermouthis, son of Hatres³
Augustalis of regiment of Syene; witness (14.10 [D48]).
- Pathermouthis, son of Serenos²
 Priest of Syene, witness (31.42 [D42]).
- Paulos¹
 He and Paam¹ receive a loan (19 [D26]).
- Paulos²
 His son, a drill sergeant of the regiment of Syene, is a signatory (15.17-19 [D20]).
- Paulos³
 Father of Abraam (Fl).
- Paulos⁴
 Father of Dios (Fl).
- Paulos⁵
 Father of Iakob (Fl).
- Paulos⁶
 Father of Maria.
- Paulos⁷
 Father of Menas (Au); husband of Sousanna.
- Paulos⁸
 Father of Ioseph.
- Paulos⁹ (Fl)
 Soldier of regiment of Syene; signatory (23.23-24 [D30]).
- Paulos, son of Krour
 Brother of Maria and Thikre; with others, former owners of a courtyard sold to Dios, son of Patechnoumios² (16.10-13 [D21]).
- Paulos, son of Ouranios
 Father of Abraamios and Alammon (22.15 [D22]); owner of the house in 22 [D22] before Abraamios and Alammon (22.16-17 [D22]); he inherited it from his parents (22.17 [D22]).
- Paulos (Fl), son of Paam³
 Soldier of regiment of Syene; witness (10.27 [D43]).
- Paulos (Fl), son of Paameios
 Soldier of regiment of Syene; witness (14.110 [D48]).
- Pelagios (Fl), son of Pasmes
Ordinarius (2.17-18; [D31]) states that Patermouthios, son of Dios¹⁰, is a new soldier (2 [D31]).
- Peteroous
 Owner of a courtyard east of the courtyard sold in the contract (16.18 [D21]).
- Peteroous son of Martyrios,
 Married to Terouterou; owner of a house east of the house sold in the contract (22.25 [D22]).
- Petros¹
 Father of Allamon.
- Petros²
 Father of Hatres (Fl).
- Petros³
 Father of Victor (Fl).
- Petros^{4&7}
 Father of Ioannes (Fl).
- Petros⁵
 Father of Lazaros (Fl).
- Petros⁶
 Father of Papnouthis (Fl).
- Petros, son of Ioseph
 Priest of church of Syene; witness (16.47 [D21]).
- Phaustinos, son of Pachymios²
 Soldier of regiment of Syene; witness (37.25-26 [D52]).
- Phaustos
 Father of Phib.
- Phib, son of Phaustos
 Secretary; witness (28.27-28 [D39]).

Philippos, son of Ioannes ¹⁰	Orderly; witness (7.93 [D36])
Phoibammonos (Fl), son of Psenthaesios	Soldier of the regiment of Syene; drafter (13.85-86 [D47]).
*Phosphorios	A priest; drafter (15.26 [D20]; 16.52 [D21]).
Photis (Fl), son of Thalasio	An <i>augustalis</i> of the legion of Syene; signatory in behalf of the owners (22.51 [D22]).
Pinouthos	Father of Ioannes.
Pityron	Father of Ioannes (Fl).
Ploullous, son of Sabinos ²	Soldier garrisoned in Panopolis (16.10-1 [D21]; with others, former owners of courtyard sold by Dios, son of Patechnoumios ² (16.10-13 [D21]). <i>See Isakios</i> ¹ .
Posios ¹	Father of Makarios (Fl).
Posios ²	Father of Apa Dios (Fl).
Praipositos ¹	Father of Iakkobos.
Praipositos ²	Soldier of regiment of Syene; witness (32.9-10 [D44]).
Praipositos (Fl), son of Theodoros ²	Father of Paeion (Fl)
Psachos	Father of Victor (Fl).
Psabet	Soldier of regiment of Philae; witness (13.80-81 [D47]).
Psan, son of Aron	Father of Dios (Fl).
Psachei	Person who Iakob son of Apa Dios guarantees to Paternouthios son of Menas ⁷ will appear in court (32.3 [D44]).
Psano	Father of Phoibammonos (Fl).
Psenthaesios	Father of Maria.
Psenthaysios	Father of Iakob (Au).
Psennesios	Alias of a scribally omitted name; acts for Ioannes (14.10, 63, 100 [D48]).
Psere	
Rachel ¹	Mother of Tsere (Au) and Tsone (Au) (24.69 [D32]); wife of Apa Dios ¹ .
Rachel ²	Mother of Tsone (Au); wife of Panai.
Roben	Father Paeis.
Sabinos ¹	Father of Apa Dios.
Sabinos ²	Father of Ploullous.
Sanmoou	Person who Iakob son of Apa Dios guarantees to Paternouthios son of Menas ⁷ will appear in court (32.3 [D44]).
Serenos ¹	Father of Dios (Fl).
Serenos ²	Father of Pathermouthis.
Sereu	Priest of the church of Omboi (14.32, 50, 87 [D48]).
Silbanos	Father of Didymos (Fl).
Stergorios	Father of Abraam (Fl).
Stra[]psos	Deacon; witness (36.29 [D51]).

- Sourous
Sousanna
Sourtos
- Father of Apa Dios (Fl).
Mother of Menas (Au); wife of Paulos⁷.
Father of Tsendia (Au) (22.4, 48 [D22]); husband of Toute.
- Taam
Tachbar
Tadora, daughter of Pasnous
- She has a dining room (23.15 [D30]).
Father of Martyria.
She and a group of people are former owners of a courtyard sold to Dios, son of Patechnoumios² (16.12 [D21]).
- Taeion
Taeit
Taeit (Au), daughter of Dios¹⁰
- Father of Isakos (11.77 [D45]; 31.45 [D42]).
Mother of Maria (Au); wife of Dios⁶ (8.39 [D23]).
Her father is an *acturaius*(?); she sells living room to a man (34.16-18 [D25]).
- Tagaria
Takares
Talephantis
- Father of Dios.
Father of Dios.
Owner of a bedroom (9.34 [D40]); name appears in genitive case, so nominative may be Talephas.
- Tapia
*Tapia (Au), daughter of Tsios and Mariam (Maria in 33 [D49])
- Mother of Mariam; wife of Allamon³.
Mother of Tsone (Au) by her husband, Menas⁹ (31.11 [D42]); mother of Kako (Au) and Ioannes (Fl, Au) by her husband Iakobos(Au) (9.4, 10 [D40]); former wife of Iakobos (Au) (9.5 [D40]); a widow (10.5 [D43]; 11.17-18 [D45]); sister of Georgios (33.31 [D49]; 9.39 [D40]), Menas (33.20-21, 32 [D49]; 9.32 [D40]), Tselet (33.21, 32 [D49]; 9.32 [D40]), and Ioannes (9.68 [D40]); grandchild of Papnouthios¹ and Thekla¹ (33.34 [D49]); inherits parts of a house from her mother and bought parts of a house from her brother (9.39-40 [D49]); buys parts of a house from Ioannes, son of Patechnoumios³ (9.50-51 [D49]); quarrels with her daughter Tsone (Au) (31 [D42]); sells parts of a house to Apa Dios (Fl) son of Sourous (33 [D49]); a judge resolves the conflict between Tapia (Au) and her son Ioannes (Fl) (6 [D35]); sells parts of several houses to her daughter and to her son-in-law (9 [D40]); gives to Patermouthios, her son-in-law, her third-share of a bond owed to her by Machbar in exchange for his paying her debt to Eusebios, son of Parouchios (10.9 [D43]); sells a half-share of a house to Kyriakos (Fl), son of Menas (11 [D45]) which she bought from Ioannes² (also called Papsios) (11.36-37 [D45]; 12.30 [D46]).
- Tarse (Au)
- She sells a fifth-share of a house (35.20 [D50]).

Terouterou	Wife of Peteroous, son of Martyrios (22.25 [D22]); sells to Maria (Au) daughter of Dios parts of a house (8.17 [D23]).
Thalasios	Father of Photis (Fl).
Thekla ¹	Mother of Mariam; wife of Papnouthios ¹ ; grandmother of Georgios, Menas, Tselet and Tapia (Au) (33.34 [D49]).
Thekla ²	She and Dios Kelolios own a house south of the one in the contract (33.35 [D49]).
Thekla ³	Mother of Patermouthis (Fl); wife of Menas ⁸ .
Thelporine (Au), daughter of Markos ⁴ and Kyriake (<i>P. Lond.</i> 1855.3 [D20])	She sells part of a house to someone (15 [D20]).
Theodoros ¹	Father of Kosmas.
Theodoros ²	Father of Praipositos (Fl).
Theodoros (Fl), son of Abraamios ⁶	Soldier of regiment of Syene; signatory (11.73-74 [D45]).
Theodoros (Fl), son of Komes ²	Soldier of regiment of Syene; witness (4.53 [D34]).
Theodosios, son of Apa Deios	Soldier of regiment of Syene; witness (37.22-24 [D52]).
Theodosios, son of Apollonios	Assessor, of Bau; drafter (35.29 [D50]).
Theophanos	Father of Paon (Fl).
*Theophilos { son of Paeion ³	Deacon; drafter (24.88 [D32]); witness (27.70 in 28.25 [D39] and 29.49 [D37] only) [D38]; 29.49 [D37]; signatory (28.25-26 [D39]; 33.73-74 [D49]).
Thikre, daughter of Krour	Sister of Paulos and Maria; with others, former owners of a courtyard sold to Dios son of Patechnoumios ² (16.10-13 [D21]).
Tkako (Au)	<i>See Kako</i> (Au).
Tlou	Wife of Dios ¹ (also called Pasaraci) (1.5-6, 56 [D29]); mother of Victor (Au), Paeion (Au), Tsia (Au) and Iakobos (Au) (1.4-6, 9-10, 55-56 [D29]).
Tlous	Mother of Iakobos (Fl); wife of Isakios ² .
Toute	Wife of Sourtos; mother of Tsendia (Au) (22.4, 48 [D22]).
Tsabinos	Father of Nonna (Au).
Tsacho	Mother of Apa Dios (Fl); wife of Kyriakos.
Tsau	Former owner of courtyard sold to Dios son of Patechnoumios ² (16.10-13 [D21]).
*Tselet, daughter of Tsios and Mariam	Sister of Tapia (Au) (33.21, 32 [D49]), Georgios, and Menas; maybe the sister of Ioannes (9.68 [D40]); grandchild of Papnouthios ¹ and Thekla ¹ (33.34 [D49]); Tselet and Menas own half of a living room (9.31-32 [D40]).
Tsendia (Au), daughter of Sourtos and Touote	Wife of Iakob (Au), son of Paeis (22.3-4, 47-48 [D22]); with husband sells house (22 [D22]).

- *Tsere (Au) (Tseure 13.4, 9, 31 [D47]),
Also called Tsia (24.3, 75 [D32]); sister of Tsone (Au) daughter of Apa Dios and Rachel¹ (24.3-4, 75 [D32] 13.3, 9, 31, 72 [D47]); grand-daughter of Patechnoumios (24.23 [D32]); Ioannes¹ acting for Tsere (Au), and Tsone (Au) sell parts of a house to Patermouthios (Au) son of Menas⁷ (24 [D32]); Tsere (Au) and Tsone (Au) sell half of a courtyard which they inherited from their father (13.23, 42 [D47]) to Patermouthios (Fl), son of Menas, and his wife (13 [D47]).
- Tsia
Mother of Patermouthios (Au) (Fl); wife of Menas⁷.
Also called Tsere (Au) (24.3, 75 [D32]); *See Tsere (Au)*.
- Tsia (Au), daughter of Apa Dios¹ and Rachel¹
Sister of Victor (1.4-5, 55-56 [D29]), Paeion (Au) (1.4-5, 55-56 [D29]), and Iakobos (1.9-10, 33 [D29]); wife of Hatres¹ (1.4 [D29]); Tsia, Victor and Paeion settle a quarrel with Iakobos (Au) (1 [D29]).
- Tsia (Au), daughter of Dios¹ (also called Pasaraei) and Tlou (Au)
Father of Tapia (Au), Georgios, Menas, and Tselet; maybe father of Ioannes (9.68 [D40]) husband of Mariam.
- Tsios
Sister of Tsere (Au) (24.3-4, 75 [D32]; 13.3, 9, 31, 72 [D47]); wife of Isakios son of Kostantios³ (24.69-73 [D32]); she (with her husband's permission) and her sister sell parts of a house to Patermouthios and to his wife Kako (24 [D32]); Tsone and Isakios sell a house-share to Patermouthios and Kako (7.31 [D36]); Tsone and Tsere sell half of a courtyard which they inherited from their father (13.23, 42 [D47]) to Patermouthios and his wife (13 [D47]).
- *Tsone (Au), daughter of Apa Dios¹ and Rachel¹
She solves her disagreement with her mother, Tapia (Au) daughter of Tsios (31 [D42]).
Wife of Menas, son of Paulos⁷ (5.1-2 [D34]); she and her husband lent money to Patermouthios (Fl), son of Menas⁸(5 [D34]).
- Tsone (Au), daughter of Menas⁹ and Tapia
Father of Pasmel.
- Tsone (Au), daughter of Panai and Rachel²
Father of Hatres.
Father of Christophoros.
Father of Ioannes (Fl).
Father of Ioseph (Fl).
Father of Ioseph (Fl).
Father of Kolouthos (Fl).
Father of Mousaios (Fl).
Father of Papnouthis (Fl).
Father of Isakos (Fl).
Father of Martyrios (Fl).
- Tyrannos
- Victor¹
Victor²
Victor³
Victor⁴
Victor⁵
Victor⁶
Victor⁷
Victor⁸
Victor⁹
Victor¹⁰

- Victor¹¹
Victor¹² Saint; area of Syene is named after him (9.37 [D40]).
His son, a priest of the church of Syene, is witness (15.20 [D20]).
- Victor¹³ His son, soldier of the legion of Syene, is witness (15.23 [D20]).
- *Victor (Au), son of Dios¹ (also Brother of Paeion (Au) (1.4-5, 55-56 [D28]), Tsia called Pasaraei) and of Tlou (Au) (1.4-5, 55-55 [D30]), and Iakobos (Au) (1.9-10, 33 [D30]); Victor (Au), Paeion (Au), and Tsia (Au) settle a disagreement about their inheritance (1 [D29]).
- Victor (Fl), son of Ioannes⁴ [maybe the
same as below] Soldier of the regiment of Bau; signatory (35.23-4 [D50]).
- *Victor (Fl), son of Ioannes⁵ (Victoros
36.31-2 [D51]) Formerly of the regiment of Syene (12.58-9 [D46]); soldier of the regiment of Syene (36.31- 2 [D51]); witness (12.58 [D46]; 36.33 [D51]).
- Victor (Fl), son of Menas⁴ A *draconarius* of the regiment of Syene; witness (14.106 [D48]).
- Victor, son of Petros³ A drafter (1.64 [D29]).
- *Victor (Fl), son of Psabet An *augustalis* of the regiment of Syene; witness (13.84 [D47]; 14.107 [D48]).

THE COPTIC TEXTS

S.J. Clackson, L.S.B. MacCoull, B. Porten and J.J. Farber

INTRODUCTION

The Papyri

Sarah J. Clackson*

Of the twenty texts presented here,¹ only the three written on papyrus relate to the Paternouthis Archive,² all of which directly concern Paternouthis and/or his wife Kako. They are quite different from their Greek counterparts, being considerably shorter and, in the case of two of the papyri, less well-preserved. Their content is of a more ephemeral nature, lacking the dates and details which would help the modern reader to interpret them. A few names mentioned in the Coptic papyri match those in the Greek documents, but their exact identification is not always possible.

The first papyrus,³ a letter addressed to Paternouthis and his wife and family, is too fragmentary to be interpreted with any certainty. It alludes to a dispute involving a woman called Tsia whose identity is uncertain, and mentions Kako's grandmother, Tlou and her living-room. Another document which is not fully understood is a papyrus written by an unknown person, which mentions a debt owed to Paternouthis possibly by someone called Ioannes.⁴ In an attempt to link this document with some of the Greek papyri, the interpretation put forward is that it was written by Kako to her brother, Ioannes, before legal action by her husband to retrieve the debt became necessary. There are, however, many other ways in which this text can be read and which do not involve either Kako or her brother.

* Abbreviated herein by SJC.

¹ The texts which are translated here do not represent all of the published Coptic manuscripts from Elephantine/Syene, and there are more ostraca and papyri which are still unedited; see Clackson, *BASP* 32 (1995), 97-116 for a list of published texts and details of where unpublished material may be found. The Egyptian Antiquities Organization has recently excavated a Coptic ostrakon which mentions an Aurelius, and a lector (ἐναγνώστης) of the church of Elephantine.

² *ST* 96 (E3), 181 (E1), and BL Or. 6943(12) (E2); a fourth, very fragmentary, papyrus [BL Or. 6943(11)] which is related to the last-mentioned text, is edited in Clackson, *BASP* 32 (1995), 112-113.

³ *ST* 181 (E1).

⁴ BL Or. 6943(12) (E2).

In the final, and only satisfactorily understood papyrus,⁵ the declining fortune of the couple is illustrated by Kako's need to borrow money.⁶ It is issued by someone called Paeion who may be identified with one of several men of this name mentioned in the archive; and witnessed and written by a deacon, the only churchman to appear in these three Coptic papyri. If Patermouthis's absence from this document indicates his decease, this papyrus may be the last from the archive, post-dating *P. Lond. V 1737* (D51), 9 February 613 CE

In contrast to the Greek papyri which use the minus carats system, one of the Coptic papyri involves a sum of ten *solidi* less a *tremissis* (one-third of a *solidus*).⁷ Another text involves the repayment of one *tremissis*.⁸

The glass mount containing the three papyri displays only one side of the papyrus; two of the texts are written perpendicular to the fibers,⁹ and one parallel to the fibers.¹⁰

The Berlin ostraca

Leslie S.B. MacCoull,¹¹ B. Porten and J.J. Farber

All these thirteen ostraca are deeds of obligation. Nine are debt acknowledgments, following the regular formula, "I acknowledge that I owe"¹² or simply "I/we/PN owe(s)."¹³ Four may be classified as loan contracts, opening with the formula, "I/we have received,"¹⁴ at times with the addition of "from your hand for my/our need,"¹⁵ and once with the double formula, "I acknowledge that I owe *x*; I have received them from your hand for my need."¹⁶ One is a composite document, containing a statement of partial repayment and an acknowledgment of continued obligation.¹⁷ Eight of the transactions involve money,¹⁸ four involve goods,¹⁹ and one involves both.²⁰ Thirty individuals and one collectivity take part in these transactions. Of the individuals three are soldiers, three are churchmen, one is a merchant, and one is a woman; the other twenty-two are males of unstated occupation. The collectivity is "The Board of the Leaders of Elephantine and the whole Fort."²¹ Two of the military men, Paham son of

⁵ *ST* 96 (E3).

⁶ This is also clear from the last two documents from the archive (*P. Lond. V 1736* [D50], 1737 [D51]).

⁷ *BL Or.* 6943(12) (E2).

⁸ *ST* 96 (E3).

⁹ *ST* 96 (E3) and *BL Or.* 6943(12) (E2).

¹⁰ *ST* 181 (E1).

¹¹ Abbreviated herein by LSBM.

¹² *KSB I* 024.5 (E5), 025.4 (E4), 026.2-3 (E6), 027.2-3 (E9), 028.3 (E7), 029.4 (E13).

¹³ *KSB I* 031.1 (E11), 032.1 (E12), 035.1 (E10).

¹⁴ *KSB I* 033.3 (E16), 034.3 (E14), 235.4 (E15).

¹⁵ *KSB I* 030.5-6 (E8), 033.4 (E16).

¹⁶ *KSB I* 028.3-4 (E7).

¹⁷ *KSB I* 030 (E8).

¹⁸ *KSB I* 024 (E5), 025 (E4), 026 (E6), 027 (E9), 028 (E7), 029 (E13), 030 (E8), 031 (E11).

¹⁹ *KSB I* 032 (E12), 033 (E16), 034 (E14), and 235 (E15).

²⁰ *KSB I* 035 (E10).

²¹ *KSB I* 030.1-2 (E8).

Abraham and Mouses, appear at one time or another as creditors, while a third, Loustros son of Dios, is a borrower. Paham first appears as a simple soldier of the regiment of Elephantine²² and is then seen promoted to centurion.²³ Loustros holds the rank of *augustalis* and writes his own document.²⁴ Four churchmen are encountered: Proximos the priest father of Papa, the deacons Papas and Daueid (David) son of Menas, and the *oikonomos* Halo. Papa is a lender of some commodity²⁵ and Halo of furniture,²⁶ Daueid is scribe and/or witness to two documents,²⁷ and Papas to one.²⁸ No churchman is recorded as a borrower. The merchant is an oil-seller, Abraham son of Iohannes,²⁹ who borrows money; the woman is Thekla daughter of Tsanagape,³⁰ also a borrower of money. Scribe and witness are usually one and the same person, and besides the two documents witnessed/written by a Daueid, each of the other five signed documents is written/witnessed by a different scribe, of unstated occupation: Presbyteros son of Nilamon,³¹ Iezekeias son of Allamon,³² another Daueid,³³ Papnouthios,³⁴ Victor,³⁵ and Sach().³⁶ The multiplicity of Coptic scribes is comparable to that of the Greek scribes. The date comes at the end before the scribe/witness, rather than at the beginning in the manner of the Aramaic, demotic, and Greek contracts. Seven documents lack date and one has only a month and day.³⁷ Five add the indiction year and span one complete cycle (years 2, 5, 10, 11, and 15). Evidently, the anticipated life of the loan was too short to require a full date. The only loan period indicated is not more than nine months: from Thoth (September) to Payni (the following June).³⁸ As Payni was harvest time, loans often fell due then.³⁹

The money lent was usually gold and ran the range of one carat,⁴⁰ one and one-half carats,⁴¹ eight carats,⁴² nine carats,⁴³ one-half *solidus*,⁴⁴ and one *solidus*,⁴⁵ and 400 *she* (= 40 carats = 1½ *solidi*).⁴⁶ The gold was to be paid according to the "weight of

²² KSB I 024.3-4 (E5).

²³ KSB I 026.1-2 (E6).

²⁴ KSB I 025.1-2 (E4).

²⁵ KSB I 034.2 (E14).

²⁶ KSB I 235 (E15).

²⁷ KSB I 026.8-9 (E6), 030.19-20 (E8) (SJC).

²⁸ KSB I 024.13-15 (E5).

²⁹ KSB I 026.1 (E6).

³⁰ KSB I 027.1 (E9).

³¹ KSB I 027.10-11 (E9).

³² KSB I 028.14-15 (E7).

³³ KSB I 031.4-5 (E11), 032.5 (E12)..

³⁴ KSB I 030.22 (E8).

³⁵ KSB I 235.9 (E15).

³⁶ KSB I 035.8 (E10).

³⁷ KSB I 024 (E5).

³⁸ KSB I 028 (E7).

³⁹ Thus KSB I 025 (E4).

⁴⁰ KSB I 029.7 (E13).

⁴¹ KSB I 027.3-4 (E9).

⁴² KSB I 035.2-3 (E10).

⁴³ KSB I 024.6 (E5).

⁴⁴ KSB I 025.5 (E4), 026.3 (E6).

⁴⁵ KSB I 030.5 (E8).

⁴⁶ KSB I 031.4 (E11).

Syene,"⁴⁷ which also occurs in many of the Greek documents,⁴⁸ and once, with special concern that the coins not be adulterated, at a standard of the creditor's choice.⁴⁹ Quotation of sums in fractional gold was only a bookkeeping notation since small gold coins did not exist in Byzantine Egypt; payment would have been made in copper equivalent. Goods lent included foodstuffs⁵⁰ and furniture.⁵¹ Interest was never mentioned, the period of obligation was nearly always vague, and repayment was promised on demand, at need, when one of the parties was to come south⁵² or north (from Nubia),⁵³ or at the time of the inundation.⁵⁴ In fact, only one of the loan documents contained a penalty in case of non-payment by a stated date — repayment of the commodity lent was converted into a money payment.⁵⁵ The promise to repay was often modified by the statement, "by God,"⁵⁶ "with God,"⁵⁷ "God willing,"⁵⁸ or "when God decides,"⁵⁹ but reinforced by such additions as "without lawsuit or writ"⁶⁰ or simply "without writ,"⁶¹ and most commonly with the addition of "without argument."⁶² Since the earliest occurrence of this terse formula was in two Greek documents from the years 611 and 613⁶³ and the latest occurrence, not at Elephantine but at Herakleopolis, of the composite formula "without postponement and argument" was 590,⁶⁴ we may date our ostraca to either of two indiction cycles, 597-611 or 612-626. On the assumption that a single indiction cycle was represented, rather than the end of one and the beginning of another, we have arranged the documents in the order of the indiction years.

⁴⁷ *KSB I* 026.4 (E6), 035.3, 6 (E10).

⁴⁸ *P. Münch.* 4.23-4 (D33); *P. Lond.* V 1736.11 (D50), 1737.9 (D51).

⁴⁹ *KSB I* 025.6-7 (E4).

⁵⁰ *KSB I* 032.2 (E12), 033.3-4 (E16), 034.3-4 (E14).

⁵¹ *KSB I* 235.3 (E15).

⁵² *KSB I* 027.6 (E9).

⁵³ *KSB I* 026.6 (E6).

⁵⁴ *KSB I* 031.4 (E11), 032.4 (E12).

⁵⁵ *KSB I* 034.5-8 (E14).

⁵⁶ *KSB I* 024.7 (E5).

⁵⁷ *KSB I* 026.5 (E6).

⁵⁸ *KSB I* 028.5-6 (E7).

⁵⁹ *KSB I* 025.7 (E4), 029.8-9 (E13).

⁶⁰ *KSB I* 024.9-10 (E5).

⁶¹ *KSB I* 028.8 (E7).

⁶² *KSB I* 025.9 (E4), 026.6 (E6), 027.6-7 (E9), 029.12-13 (E13), 034.7-8 (E14).

⁶³ *P. Lond.* V 1736.18 (D50) and 1737.13 (D51).

⁶⁴ *P. Erl.* 67.17.

Other ostraca

Sarah J. Clackson

All of these four ostraca are documents and none is dated. Three of the documents concern women,⁶⁵ one demonstrating their economic role in the textile trade.⁶⁶ This is a debt acknowledgment issued by two female weavers, and involves repayment of a large quantity of mats. It shares features also found in the Coptic debt acknowledgments discussed above, and may even have been written by someone who issued one of them. In another ostrakon, a boatman from Elephantine sends orders to some women.⁶⁷ The most interesting document is an apprenticeship contract which a priest arranges for his daughter for a two year period, possibly when she is between eight and nine years old.⁶⁸ The last document is a fragmentary account of payments which mentions someone called Patermouthis who is listed with a substantial sum of money, which may be read as eight *solidi* less sixty-nine carats.⁶⁹ Sums in carats, *tremisses* and *solidi* are also listed in this text, which mentions an archdeacon, and contains an interesting mix of personal names: four Egyptian, one Greek, one Hebrew and one Arabic.

Two ostraca are inscribed on the convex side only,⁷⁰ and the other two have text on both sides.⁷¹

Onomastics

S.J. Clackson, L.S.B. MacCoull, B. Porten and J.J. Farber

There are 61 personal names in the Coptic texts. Listed by category (females marked by an asterisk), they are as follows:

Egyptian (27): — Allamon, Haronch(is), Hatre, Hllo/Hylo/Halo, Iot, *Jenamone, *Jenhor, *Kako/Kouko, Krampe, Menas, Nilamon, Pachouene, Paham, Pakot, Pappouthios, Pasmēt, Patermoute/Patermouthis, Pchol, Pekosh, Portaresios, Psosh, Sarapamon, *Taam, *Tlou, Torsh, *Tsaoua/Tsaua, and *Tsia.

Composite Egyptian-Greek (3): — Paeion, Philamon, and *Tsanagape.

⁶⁵ ST 91 (E17); Cairo Egyptian Museum J. 68678 (E18); VC 19 (E19).

⁶⁶ ST 91 (E17); the other two may also be connected with the trade.

⁶⁷ Cairo Egyptian Museum J. 68678 (E18). One of the women is described as being "from Tape," a place which may be identified with Luxor.

⁶⁸ VC 19 (E19).

⁶⁹ See the note to line 4 of this text for further details.

⁷⁰ VC 19 (E19) and Hall pl. 88 no. 5 (E20).

⁷¹ ST 91 (E17) and Cairo Egyptian Museum J. 68678 (E18).

Latin (6): — Victor, Loustros, Oualetinos (= Valentinus), Praiposit(os), Priggipos (= Principius), and Proximos.

Hebrew (according to Greek version) (7): — Abram/Abraham/Abraham, Aron, Daueid (= David), Iezekias, Ioannes/Ioanne/Ioane, *Maria, and Mouses.

Greek (15): — Achaias, Dios, Kosma, Makarios, Pamphylones, Papas/Papa, Paule, Pelagios, Petros, Philotheos, Pinak(as)(?), Presbytero(s), Sokrate/Sokrates, *Thekla, and Tourothe (= Dorotheos).

Arab (1): — Cheltmi.

Incomplete (2): — Sach-, -ros.

Coptic words of interest are generally accompanied by a Roman transcription, and, where applicable, their Greek or Latin precursor (in dictionary citation form) is given in brackets.

E1

ST 181 (British Library Or. 6943(2-5))

LETTER TO PATERMOUTHIS AND FAMILY MENTIONING A DISPUTE

DATE: Not present
 SIZE: (2) 12.2 cm high by 17.8 cm wide + (3) 1.6 by 6.1 + (4) 6.4 by 8.1 + (5) 5.5 by 8
 LINES: 9, parallel to the fibers; verso not visible in mount
 PLACE: Elephantine
 PARTIES: From PN to Patermoute, Kouko (*sic*) and their children
 OBJECT: Assurance for Tsia required from Patermoute?
 PUBLICATION: S.J. Clackson, *BASP* 32 (1995), 101-108

The fragmentary state of this papyrus obscures its interpretation, and the position of fragments 3 and 4 is not certain.¹ Patermouthis,² Kako,³ and their children are addressed by someone whose name is not preserved, but who is writing from a place north of Elephantine. Patermouthis has told the writer that Tsia is opposing someone or something, and later the writer asks him for an assurance, possibly for the discontented Tsia. Three Tsias are attested in the archive, all of whom are connected with Patermouthis and Kako: Tsia (also known as Tsere), daughter of Rachel and Apa Dios, from whom Patermouthis and Kako bought a third-share in a house (*P. Lond.* V 1724 [D32]), and later a half-share of a ruined courtyard (*P. Münch.* 13 [D47]). Another Tsia was the sister of Kako's father, Iakobos, who disputed his share of their father Dios's estate along with her brothers Victor and Paeion and their mother, Tlou. In *P. Münch.* 1 (D29) this dispute is settled and Tsia and her two brothers agree not to have any claim on Iakobos or his heirs. ST 181 (E1) may be proof that the dispute flared up again, this time involving Kako and Patermouthis. There is a third Tsia who is Patermouthis's mother. (*P. Münch.* 7.10-11 [D36]).

The letter also mentions the *symposion* or "living-room" of Tlou, Kako's grandmother.⁴

Fragments (2) and (5)

RECTO

Salutation ¹† Before al[1] (else) indeed⁵ [...] Patermoute and Kouko, ²his wife and his childre[n]
 Report ... y[ou] (?)⁶ to the community,⁷ you told me ³that Tsia was opposing⁸ ... this (?) and I write to you in the south (about) her ⁴... for you have ... in the house of your⁹ ⁵... Furthermore, you (?) are the one from whom I shall seek her assurance, which you will ⁶... in the way of repair¹⁰ which we keep in it ⁷... the living

¹ In his transcription, Crum suggested that his line 14 (now fragment (4) line 4) belonged on the left of fragment (5) line 5.

² Spelt πατερμουτε, *Patermoute*.

³ Spelt κουκου, *Kouko*. This is the only attestation of this spelling of Kako's name.

⁴ See *P. Lond.* V 1730 (D41), in which Kako and her husband take over her brother's share of Tlou's property in return for their maintaining her in old age.

⁵ ελεη μεν ηρωβ ηημ, *hathē men (mēn) nhob nim*; this common introductory formula may possibly be reconstructed for BL Or. 6943(12).1 (E2).

⁶ Crum read ηωκ, *hok*, "go" here.

⁷ The word αυητ, *auet*, can refer to a collection of people, sometimes specifically a monastic congregation.

⁸ † οσδη-, *ti oube=*.

⁹ Crum read πα-, *pa-*, "my".

¹⁰ [φι]λοκαλεια, *philokaleia* (φιλοκαλία).

room¹¹ belonging to Tlou and the one inside it ⁸... to add onto¹² what is from now ⁹... Farewell in the Lord †.

Fragment (3)

RECTO

Report ¹... ²... you did not wish to/of your wish to (?) ...

Fragment (4)

RECTO

Report ¹... which you will bring out ... ²... put him/it in the house ... ³... [be] (so) good (?)¹³ as to seek ... ⁴... he assigned it to ... ⁵... which has happened ...

SJC

¹¹ **ϢϢⲙⲠⲠⲟϢⲉ**, *sympose* (συμπόσιον); see the introduction to *BKT* V.2 62 (D1).

¹² **ⲃⲱⲕ ⲉϣⲟⲩⲏ ⲁⲃⲏ**, *bok ehoun ajn-*, which may also be translated as "put in upon" or "send in upon;" literally it means "go in upon."

¹³ The phrase **ⲁⲣⲓ ⲧⲁⲥⲁⲡⲏ**, *ari tagape* (égāph), literally "make love," may have been intended here.

E2

British Library Or. 6943(12)

DOCUMENT CONCERNING A DEBT OWED TO PATERMOUTHIS

DATE: Not present
SIZE: 16.9 cm wide by at least 13 cm high
LINES: 8, parallel to the fibers; verso not visible in mount
PLACE: Elephantine
PARTIES: Kako(?), Paternouthis, and Ioannes
OBJECT: Outstanding debt still to be paid?
PUBLICATION: S.J. Clackson, *BASP* 32 (1995); 108-112; see pp. 112-113 for a related fragment

The interpretation of this document is problematic. The lack of signatories or witnesses suggests that it is not a legal document and it is probable that it belonged to Paternouthis and or Kako, since it was discovered with *ST* 181 (E1), a letter addressed to them. First of all a declaration is made that Paternouthis does not have a share in, or simply does not have, a sum of ten *solidi* less a *tremissis* or anything belonging to the writer's father. The same sum of money is mentioned later as the original debt, of which four *solidi* are still outstanding. Later on, four *solidi* are mentioned in connection with a Ioannes, who is therefore assumed to be the debtor. Paternouthis is said to have been assured by the security for the four *solidi*. The writer may be Kako which would help to explain the reference to "my father" in line 3, and to identify Ioannes, Paternouthis's debtor, as her brother. It may be that this document is a reminder to Ioannes that Paternouthis is still waiting to be paid.

Kako and her husband had a number of dealings with her brother in the Greek papyri from the archive, including a dispute over her father's inheritance.¹ This may account for Kako's declaration that Paternouthis does not have "anything belonging to my father," lest Ioannes think that his debt has been canceled because Paternouthis has somehow seized some of his inheritance. The likelihood that Ioannes could have been in debt to Paternouthis is supported by his renunciation of his share of his grandmother, Tlou's house in favor of Paternouthis (in *P. Lond.* V 1730 [D41 [22 August, 585 CE.]]) because of financial difficulties.

There are many men called Ioannes in the archive apart from Kako's brother, and two with whom Paternouthis is linked: Ioannes son of Pituron, although he was in a position to lend money to Paternouthis and Kako;² and Ioannes son of Patechnoumios, who made Paternouthis his heir.³

¹ See the summaries of the relevant Greek papyri given in J.J. Farber, *BASP* 27 (1990) 114-120.

² See *P. Lond.* V 1736 (D51 [25 February, 611 CE]) and 1737 (D52 [9 February, 613 CE]).

³ See *P. Lond.* V 1729 (D37 [12 March, 584 CE]).

RECTO

Salutation 1† ...⁴
 Debt ten *so*²l(*idi*)⁵ le[ss⁶ a] *tremi*[*ssi*]s.⁷ Patermoute does not have (a share ³in?) them or anything belonging to my father ⁴and he has been assured⁸ furthermore concerning the security⁹ of the fo⁵ur¹⁰ *sol*(*idi*) which you owe¹¹ him f⁶rom this ten l[ess a] *tremi*ssis.⁷ From Ioannes fo[ur s]ol(*idi*) in/from the *koino*(¹² (...?) ⁸for its/his ...

SJC

⁴ Possible reconstructions for this introductory section include one of the common phrases *ϩⲁⲛ ⲙⲉⲛ ⲛⲣⲱⲃ ⲛⲓⲙ*, *hathe men nhob nim*, "before everything indeed" as in *ST* 181.1 (E1), or *ϩⲁⲛ ⲙⲉⲛ ⲛⲡⲣⲱⲃⲁⲗⲉ*, *hathe men npshaje*, "first of all indeed" (as in, e.g., *Bal.* 241); or perhaps *ϩⲁ ⲡⲣⲱⲃ ⲛ=*, *ha phob n=*, "about the matter of," which is reconstructed for *ST* 96.1 (E3).

⁵ This is spelt *ϩⲟⲗⲟⲕⲓ*, *holokḥ* (ὀλοκόττινος) in lines 5 and 7 of this text, but this reading is uncertain here.

⁶ *ⲡⲁⲓⲣⲁⲓ*, *para* (παρά); possibly also in line 6.

⁷ *ⲧⲉⲣⲙⲛⲓⲟⲓⲟⲛ*, *termesion* (τριμήσιον), although the more usual spelling *ⲧⲣⲓⲙⲛⲓⲟⲓⲟⲛ*, *trimesion*, occurs in line 6.

⁸ *ⲱⲣⲁ*, *orj*.

⁹ *ⲁⲥⲢⲁⲗⲉⲥ*, *asphales* (ἀσφαλές), which also occurs in *ST* 96.5 (E3). This is the term used for "security" in only two of the Greek documents from the archive (*P. Münch.* 3.8, 12 [D33], 10.21 [D43]), whereas ἀσφάλεια, *asphaleia*, is more common; see, e.g., *P. Lond.* V 1737.7 (D52).

¹⁰ *ⲃⲧⲟⲟⲩ*, *btoou* (for *ϥⲧⲟⲟⲩ*, *ftoou*) may perhaps be read here and in line 7.

¹¹ *ⲭⲣⲉⲱⲥⲧⲉⲓ*, *chreostei* (χρεωστέω).

¹² *ⲕⲟⲓⲛⲟ*(=), *koino*(-), there is space for three letters after this but nothing is legible; possibly read *ⲕⲟⲓⲛⲟⲥ*, *koinos*, as in *KSB* 1 030.1, 9 (E8), or *κοινόν* as in *P. Münch.* 1.19 (D29) and 2.1 (D31). It is left untranslated here but may, as in the three texts just cited, refer to the "Board" of the Devoted Leaders of the Regiment of Syene or the Board of Leading Men of the regiment of the soldiers of the fortress of Elephantine.

E3

ST 96 (British Library Or. 6943(1))

ACKNOWLEDGMENT OF DEBT SETTLEMENT

DATE: Not Present
SIZE: (2 fragments) 23.1 cm wide by 7.1 cm high + 22.5 cm wide by 2 cm high
LINES: 8, perpendicular to the fibers; verso not visible in mount
PLACE: Elephantine
PARTIES: Paeion to Kako
OBJECT: One *tremissis*
WITNESS: Peter the deacon
SCRIBE: Peter the deacon
PUBLICATION: S.J. Clackson, *BASP* 32 (1995), 113-116

Paeion acknowledges that Kako has repaid him the *tremissis* she owed and states that he has no further business with her concerning it. If someone attempts to sue Kako for the debt, Paeion promises to pay her two *tremisses* as damages and declares the invalidity of any security document which might be used against Kako.

This is the only text from the Patermouthis archive in which Kako acts without her husband,¹ and, along with the last two Greek papyri from the archive (*P. Lond.* V 1736 [D51] and 1737 [D52]), it shows how the couple's fortune declined. In the former, in which Kako is mentioned for the last time in the archive, the couple borrow four *solidi*; in the latter, Patermouthis arranges a loan of three and a third *solidi* for himself.² Unless there was some reason for the couple to take out loans separately,³ Patermouthis's absence in ST 96 (E3) may indicate that he was no longer alive, which would give this document a later date than *P. Lond.* V 1737 (D52). It may be that Kako's repayment of one *tremissis* represents interest on a loan. This is the sum (at 8½% interest) to be repaid annually by Kako and her husband Patermouthis when they borrow four *solidi* from Ioannes (*P. Lond.* V 1736 [D51]). There, as here, a scribe writes on behalf of the creditor and also acts as a signatory.⁴ An Aramaic loan contract speaks of issuing a receipt for every interest payment (*TAD* B4.2:6 [B48]).

There are seven men called Paeion in the archive;⁵ if Kako's uncle Paeion, son of Dios, is intended here their kinship is not mentioned.

RECTO

Parties 1p (It is) I Paeion who writes
 to Kako.

¹ She alone is addressed, however, in *P. Lond.* V 1728 (D39) when involved in a dispute with her brother Ioannes.

² It is speculated in the introduction above that Kako's absence in the document suggests her death or disability.

³ See J. Beauchamp, *Le Statut de la femme à Byzance (4^e-7^e siècle). II Les Pratiques sociales* (Paris, 1992), 244-246 and the table at 431-435, for an analysis of Greek loan documents involving women, sometimes acting alone.

⁴ This is also the case in the Coptic ostraca *KSB* I 024.13-15 (E5) and 026.8-9 (E6), which both involve deacons; and in *KSB* I 028.14-15 (E7), and 027.10-11 (E9).

⁵ He may be identified with all but Paeion son of Psachos; see *P. Lond.* V 1722.59 (D22) which dates to 530 CE (JJF).

Debt	about the ma[ttter of] the <i>tremissis</i> ^{6 2} which you owe ⁷ me:
Satisfaction	I have been paid by you and do not have any ³ business with you concerning it because you have given it to me.
Penalty	If anyone ⁴ proceeds against you for it, ⁸ I am ready ⁹ to give two <i>tremisses</i> ⁵ to you as (a) fine ¹⁰ and, furthermore, if a security ¹¹ is produced against you, ⁶ [it is inva]lid. ¹²
Acknowledgment	ⲡ I, Paicion am satisfied ¹³ with this settlement †. ¹⁴
Scribe	†I, ¹⁵ Petros, the most humble ¹⁶ deacon. ¹⁷ Paicion asked ¹⁸ †[m]e (and) I wrote this settlement
Witness	and I am witness ¹⁹ ⲡ.

SJC

⁶ ΤΡΙΜΗΤΕ, *trimete* is written here, although a more usual Coptic form of τριμήσιον, ΤΡΙΜΗΣΕ, *trimese*, occurs in line 4.

⁷ ΧΡΕΩΣΤΕΙ, *chreostei* (χρεωστέω). This word is spelt in various different ways in *KSB* I 024-032 and 035 (E4-13): ΧΡΕΩΣΤΕΙ, ΧΡΕΩΣΤΙ (the most common), ΧΡΕΩΣ†, ΧΡΕΟΣΤΕΙ, ΧΡΩΣ†, and ΧΡΩΣΤΪ.

⁸ εἴ εβολ ερο ρδροφ, *ei ebol ero harof*, literally "come forth to you for it," the Coptic equivalent of Greek ἐπέρχομαι, *eperchomai*.

⁹ ρεδημος, *hedemos* (ἔτοιμος).

¹⁰ ΚΑΤΑΔΙΚΗ, *katadike* (καταδίκη); note that the penalty here is double the amount borrowed, as in *P. Münch.* 12.44 (D46).

¹¹ ΔΑΦΔΛΕC, *asphales* (ἀσφαλές); see the note to BL Or. 6943(12).4 (E2).

¹² Restore ΔΚΥΡΩΝ, *akyron* (ἄκυρον).

¹³ CΤΟΙΧΕΙ, *stoichei* (στοιχέω).

¹⁴ ΛΥCIC, *lysis* (λύσις), also in line 8, rather than διάλυσις, the word used in the Greek documents from the archive for "settlement;" there is a slight chance that διάλυσις was intended by the scribe since the feminine singular demonstrative article †=. "this," which precedes ΛΥCIC, could be interpreted as a form of the prefix δια-.

¹⁵ Line 7 is where the two fragments of papyrus join and is barely legible.

¹⁶ ΕΛΑΧΙCΤΟC, *elach(istos)* (ἐλάχιστος).

¹⁷ ΔΙΑΚΩΗ, *diakon* (διάκων).

¹⁸ ΠΑΡΑΚΑΛΕΙ, *parakalei* (παρακαλέω).

¹⁹ ΜΑΡΤΥΡΟC, *martyros* (μάρτυρος).

E4

KSB I 025 (P. Berlin 14783)

DEBT ACKNOWLEDGMENT

DATE: Not given
 SIZE: 6 cm wide by 5.2 cm high
 LINES: 12 (= 10, on concave; 2, on convex)
 PLACE: Elephantine
 PARTIES: Loustros son of Dios, *augustalis* of the regiment of Elephantine, to Mouses
 OBJECT: Half a gold *solidus*
 WITNESSES: Not present
 SCRIBE: Loustros
 PUBLICATION: *BKOE* 98-100 no. 2

Loustros acknowledges that he owes Mouses one-half gold *solidus*, which he will repay in Payni (26 May-24 June), the month of the harvest. Loustros is the highest ranking soldier in these documents and the only one to write his own contract. A Jewish debtor in the Persian period, also a scribe, wrote his own loan document (*TAD* B4.2 [B48]).

CONCAVE

Parties ¹ I, Loustros (son of) Dios, the ²*augustalis*¹ of the regiment ³of Elephantine,
 he writes the sol(dier)²
 to Mouses as follows:
 Debt I ⁴acknowledge that I owe you ⁵half a *solidus*³ ⁶(without) adulteration,⁴ at any
 standard⁵ you ⁷may set.⁶
 Repayment When God decides, I ⁸shall give them⁷ to you in Payni,⁸ without ⁹any
 argument.⁹
 Scribe ¹⁰I, Loustros, **CONVEX** ¹¹I have written this ostrakon with my own hand
 Acknowledgment ¹²and I am satisfied¹⁰ with it.

LSBM

¹ ΔΚΟΥΣΤΑΛΙΟΣ, *akoustalios*.

² ΣΤΡΑΤ, *strat* (στρατιώτης). Compare the Coptic ΜΑΤΑΪ, *matai* in *KSB* I 024.4 (E5).

³ ΨΟΛΟΚΟΤΙΝΟΣ, *holokotinos* (ὀλοκότινος) (a Greco-Latin hybrid [R. Bagnall, *Currency and Inflation in Fourth-Century Egypt* (BASP suppl. 5; Atlanta, 1985), 15-16]) is a *solidus*, the Byzantine gold coin. See Crum, *CD* 140b for variants.

⁴ Not construed by Hintze; from ΤΑΞΤΞ, *tahth*, "confusion," i.e. "adulteration".

⁵ Not construed by Hintze; from ΨΔ(Δ)Ρ, *sha(a)ar*, "reckoning," i.e. "standard" (of coinage).

⁶ An unusual concession, occurring only here.

⁷ Plural suffix here, though "a half" (ΟΨΠΕΨΕ, *oupeshe*) is singular in line 5.

⁸ The same due date as *KSB* I 028.6 (E7).

⁹ The phrase "without any argument" involving ΔΗΤΨΛΟΓΪΔ, *antylogia* (ἀντιλογία), recurs in the subsequent debt acknowledgments (*KSB* 026.6 [E6], 027-6-7 [E9], 029.12-13 [E13], 034.7-8 [E14]) and is paralleled in two late Greek loan documents from the Paternouthis Archive (*P. Lond.* V 1736.18 [D51] and 1737.13 [D51]) from 611-613. The formulary in earlier deeds of obligation is either ἀναμφισβόλως, "unambiguously" (*P. Rein.* II 107.4 [D28]) or ἄνευ πάσης ὑπερθέσεως τε καὶ εὐρεσιλογίας "without any postponement or sophistry" (*P. Münch.* 3.6-7 [D33]).

¹⁰ ΣΤΙΧΕ, *stiche* (στοιχέω), the same term as in the Greek Acknowledgment clauses, where it appears in the impersonal construction, e.g., *P. Münch.* 1.57 (D29), 2.19 (D31), etc.

E5

KSB I 024 (P. Berlin 14803)

DEBT ACKNOWLEDGMENT

DATE: 4 April
 SIZE: 13.5 cm wide by 13 cm high
 LINES: 15 (= 12, on convex; 3, on concave)
 PLACE: Elephantine
 PARTIES: Oualetinos (son of) Ioanne to Paham (son of) Abram, soldier of the regiment of Elephantine
 OBJECT: 9 gold carats
 WITNESSES: Papas, deacon
 SCRIBE: Papas, deacon
 PUBLICATION: *BKOE* 97-98 no. 1

Oualetinos acknowledges that he owes Paham nine carats in gold, which he will repay on demand. Paham, here a simple soldier and later centurion, is creditor in three contracts (also *KSB* I 026 [E6] and 030 [E8]).

CONVEX

Parties ¹† I, ²Oualetinos (son of) Ioanne, the man from Elephantine, ¹ ³he² writes to Paham (son of) Abram, ³ ⁴the soldier of the regiment⁴ of Elephantine, ⁵as follows:
 Debt I acknowledge that I owe⁵ ⁶you nine carats of gold,⁶ numerical total ⁷9 c(arats by number).
 Repayment These now, by God,⁷ ⁸I will give to you at any time that you ask ⁹after them, without any ¹⁰dispute.⁸
 Date ¹¹Today, Phar¹²mouthi 9.
 CONCAVE
 Witness ¹³I, Papas, most humble⁹ deacon, ¹⁴I am witness¹⁰
 Scribe and I wrote¹¹ ¹⁵this ostrakon. LSBM

¹ The name is always written εΙΗΘ, *Eieb* following the Egyptian and Aramaic spellings rather than the Greek.

² This is just the forgetful scribe switching from first (ΔΗΟΚ, *anok*) to third (εφ=, *ef-*) person; often the case in this group of documents.

³ Written elsewhere Abraham (*KSB* I 026.2 [E6], 030.4 [E8]).

⁴ ΔΡΙΘΗΜΙΟΣ, *arithimos* (ἀριθμός), a calque of Latin *numerus*, the Roman army term.

⁵ Literally, "I acknowledge and I owe." The two Coptic words ρομολογῃ, *homolog*, and χρωστί, *chrosti* are a reflex of Greek ὁμολογῶ ἔχειν σου καὶ χρεωστεῖν σοι, "I acknowledge that I have of you(rs) and owe to you ..." (*P. Rein.* II 107.3 [D27] and similarly in *P. Lond.* V 1719.7 [D25], 1721.1-2 [D26], and 1725.10-12 [D32]).

⁶ There are 24 carats in one *solidus*.

⁷ Often found in Coptic documents, the expression is used by both church and lay scribes.

⁸ This Coptic phrase is ΔΞΗ ΛΑΔϮ ΗϨΩΒ ΗϨΔΞΕ, *ajn laau nhob nshaje*, meaning "without counterplea," cf. Aramaic כבד ולין דין ולי, "without suit or without process" (see notes to *TAD* B2.3:14 [B25] and *P. Lond.* V 1720.18 [D23]).

⁹ Greek ἐλάχιστος, *elachistos*.

¹⁰ Here the Greek ΜΑΡΤΗΡΟΣ, *marteros* (μάρτυρος); elsewhere the Coptic verb is more often ΜΗΤΡΕ, *mntre*.

¹¹ Coptic ΔΙΣΑϨ, *aisah*.

E6

KSB I 026 (P. Berlin 14782)

DEBT ACKNOWLEDGMENT

DATE: 29 July, 2nd indiction
 SIZE: 24 cm wide by 18.5 cm high
 LINES: 9 preserved on concave
 PLACE: Elephantine
 PARTIES: Abraham son of Iohannes to Paham son of Abraham
 OBJECT: Half a *solidus*
 WITNESSES: Daueid son of Menas, deacon
 SCRIBE: Daueid son of Menas, deacon
 PUBLICATION: *BKOE* 100-101 no. 3

Abraham acknowledges that he owes Paham half a *solidus*, which he will repay when he comes north.

CONCAVE

Parties ¹† I, Abraham (son of) Iohannes, the oil-seller, he writes
 to Paham ²(son of) Abraham,¹ the centurion² of this town of Elephantine, as
 follows:
 Debt I ³acknowledge that I owe you half a *solidus* by ⁴the weight³ of Souan,⁴ i.e.,
 go(ld), $\frac{1}{2}$ *sol(idus)* (in the) w(eight)⁵ (of) Syene.⁶
 Repayment These now, ⁵with I am prepared⁸ [to give⁹ to you] ⁶when I come north,
 without any [argument].¹⁰
 Date ⁷Written in the month of Mesore, [5, ind(iction) 2].¹¹
 Scribe ⁸I, Daueid (son of) Menas,¹² ⁹this humble [deacon, I have written this ostrakon
 and I am witness].
 Witness

LSBM/SJC

¹ Same creditor as in *KSB* I 024.3 (E5) and 030.3-4 (E8).

² ΚΕΝΤΗΡΙΟΝ, *kenterion*, with *eta*. Paham has been promoted from simple soldier (*KSB* I 024 [E5]); cf. MacCoull, 159.

³ Coptic ⲩⲓ, *shi*, is used here.

⁴ This is the standard weight in the Greek papyri after ca. 550 CE (see on *P. Münch.* 1.53 [D29]).

⁵ Here the Greek ζ(υγῶ), *zugo* is used.

⁶ Both ΣΟΥΔΗ, *Souan* (Aswan) and ΣΥΗΗΞ *Syene* are used in this line.

⁷ σὺν θεῷ, *syn theō*; also in a Greek loan contract (*P. Lond.* V 1737.10 [D52]).

⁸ ἑτοίμως, *hetoimos* (ἔτοιμος).

⁹ Plural again, as in *KSB* I 025.8 (E4).

¹⁰ ΔΗΤΙΛΟΓΙΑ, *antilogia* (ἀντιλογία) restored by Hintze.

¹¹ The date line is entirely in Greek.

¹² This Daueid is also a witness in *KSB* I 030.18-21 (E8) (SJC).

E7

KSB I 028 (P. Berlin 10828)

LOAN

DATE: 17 September, 5th indiction
 SIZE: 17 cm wide by 10 cm high
 LINES: 15 (= 12, on concave; 3, on convex)
 PLACE: Elephantine
 PARTIES: Hatre son of Krampe Pekosh to Presbytero(s) son of Paule (see notes)
 OBJECT: x gold carats
 WITNESSES: Iezekeias son of Allamon
 SCRIBE: Iezekeias son of Allamon
 PUBLICATION: *BKOE* 102-103 no. 5

Hatre acknowledges to Presbyteros that he received from him and owes him a number (not preserved) of gold carats, which he promises to repay in nine months' time.

CONCAVE

Parties ¹[ⲡ I], Hatre (son) of Krampe Pekosh,¹ (the man from Elephantine?),² ²he writes
 to Presbytero (son of) Paule,³ as follows:
 Loan I acknowledge that I owe you ⁴[x] carats of gold; I have received them ⁵from your hand for my need.
 Repayment These now, God ⁶willing, I am prepared³ ⁷to give to you in Payni,⁴ ⁸without any writ.⁵
 Date I have ⁹established this ostrakon on the ¹⁰twentieth of ¹¹Thoth, in ¹²this fifth CONVEX ¹³year (of the indiction).
 Scribe ¹⁴I, Iezekeias (son of) Allamon,⁶ ¹⁵I have written this ostrakon
 Witness (and) I am witness.⁷

LSBM

¹ Hintze interprets ⲡⲉⲕⲱⲩ, "Pekosh" as "the Nubian," not as the common Coptic personal name Pekosh.

² Hintze restores "and David," but the first letter in the second line looks more like the final *beta* in *Eieb*, the Coptic name for Elephantine, a reading also considered by Hintze.

³ ⲕⲉⲧⲟⲓⲙⲟⲥ, *hetoimos* (ἑτοῖμος).

⁴ The same due date as in *KSB* I 025.8 (E4).

⁵ ⲩⲁⲗⲉ, *shaje*, as in *KSB* I 024.10 (E5).

⁶ Six people named Allamon are known from the prosopography of the Patermouthis archive.

⁷ Greek μάρτυρος, *martyros*.

E8

KSB I 030 (P. Berlin 14781)

REPAYMENT AND DEBT ACKNOWLEDGMENT

DATE: 25 May, 10th indiction
 SIZE: 2.5 cm wide by 12 cm high
 LINES: 22 (= 9, on convex; 13, on concave)
 PLACE: Elephantine
 PARTIES: The Board of Leaders (of the regiment) of Elephantine to Paham son of Abraham
 OBJECT: 1 *solidus*; $\frac{1}{3}$ is repaid, the outstanding $\frac{2}{3}$ to be repaid on demand
 WITNESSES: Daueid, deacon
 SCRIBE: Papnouthios
 PUBLICATION: *BKOE* 104-106, no. 7

The debtors, who describe themselves in phraseology parallel to that in *P. Münch.* 1.19-20 (D29) and *P. Münch.* 2.1 (D31), acknowledge that Paham has lent them one *solidus*. With the present document they acknowledge that only two-thirds of the debt (two *tremisses*) is still outstanding, since a third of it has been put forward as Paham's contribution to the support of the poor.¹ All the members of the Board have made donations to this cause. The outstanding debt will be repaid on demand. This text is significant witness to charitable activity at Elephantine.

CONVEX

Parties ¹† The Board² of the Leaders³ ²of Elephantine and the whole fort,⁴ ³they write to Paham ⁴(son of) Abraham,⁵ as follows:

Loan Whereas we have received ⁵a *solidus*⁶ from your hand for our ⁶need,

Repayment I now, behold, here is a *tremissis*. ⁷We have taken it from you out of it⁷ ⁸for your portion⁸ just as the ⁹whole Board has given it **CONCAVE** ¹⁰for the support payment⁹ ¹¹of the poor(?).¹⁰

¹ This interpretation (by SJC) differs from the one put forward by Hintze.

² **κοινος**, *koinos* (κοινός).

³ **πρωτοις**, *protois* (πρώτος), in military Latin *priores*.

⁴ **καστρον**, *kastron* (castrum). This title appears in a Greek document of 578 as "Board of Leading Men (πρωτενοντες) of the regiment of the soldiers of the fortress of Elephantine" or simply as the *πριορες* (*P. Münch.* 2.1, 18 [D31]).

⁵ He is also the creditor in *KSB* I 024 (E5) and 026 (E6).

⁶ **ολοκο**, *holoko* (όλοκότινος).

⁷ I.e. the sum of one *solidus* originally borrowed; this repayment section has been reinterpreted by SJC.

⁸ **μερ**, *mer* (μέρος).

⁹ **ανηλωμα**, *anheloma* (ανάλωμα) (Coptic often inserts an intrusive aspirate).

¹⁰ Hintze interpreted **ομοιρος**, *homoiros* as ἄμοιρος, *amoiros*, "poor."

Repayment II	Now, we ¹² owe you the other ¹³ two <i>tremisses</i> , and we will ¹⁴ pay them back ¹¹ to you ¹⁵ at the time you ask us ¹⁶ for them.
Date	Pachon(s) 30, ¹² ind(iction) 10.
Acknowledgment	¹⁷ The Board of the fort of Elephantine, we ¹⁸ are satisfied ¹³ with this, 2 <i>tr(emisses)</i> .
Witness	I, the deacon ¹⁹ Da(uei)d, ¹⁴ they asked ¹⁵ me ²⁰ (and) I am wi ²¹ tness. ¹⁶
Scribe	²² Written by me, ¹⁷ Papnouthios.

LSBM/SJC

¹¹ ἀπολογιζε, *apologize* (ἀπολογίζομαι).

¹² Hintze mistranslated this as "20" (SJC).

¹³ στοιχει, *stoichei* (στοιχέω).

¹⁴ Also witness and scribe of *KSB* I 026 (E6) (SJC).

¹⁵ διτι, *aiti* (αἰτέω).

¹⁶ μαρj, *marj* (μάρτυρος).

¹⁷ The scribe uses the formula δι' ἐμ(ου), *dī' em(ou)*.

E9

KSB I 027 (P. Berlin 12255)

DEBT ACKNOWLEDGMENT

DATE: 25 February, 11th indiction
 SIZE: 21 cm wide by 11.5 cm high
 LINES: 11, on convex
 PLACE: Elephantine
 PARTIES: Thekla daughter of Tsanagape to Papa son of Petros
 OBJECT: 1½ gold carats
 WITNESSES: Presbyteros son of Nilamon
 SCRIBE: Presbyteros son of Nilamon
 PUBLICATION: *BKOE* 101-102 no. 4

Thekla acknowledges to Papa that she owes him 1½ gold carats, which she will repay when he comes south.

CONVEX

Parties ¹ϐ I, Thekla (daughter) of Tsanagape,¹ (am the one) who ²writes
 to Papa (son of) Petros, as follows:
 Debt I acknowledge ³that I owe you a carat ⁴and a half of gold, i.e., go(ld), 1½.c(arats).
 Repayment ⁵I am prepared to give them to you when ⁶you come south, without any
 arg⁷ument.
 Date Written in the month of ⁸Phamenoth, 1, ⁹ind(iction) 11.
 Scribe ¹⁰I, Presbyteros² (son of) Nilamon, I ¹¹wrote this ostrakon
 Witness and I am witness ϐ.³

LSBM

¹ In line 1 of Hintze's edition the *sigma* in the name Tsanagape is mistakenly left out, but it is visible on the plate, Abb. 6, p. 101. The name is an Egyptian/Greek hybrid (*Ti-sn-ἀγάπη*, "The Sister of Love") and as a feminine name attests filiation to a mother.

² Owing to the absence of an extra article, Hintze took this as a proper name and not as a title construed as "priest Nilamon." Cf. also *KSB* I 028.2 (E7).

³ *μαρτυρος*, *martyros* (μάρτυρος).

E10

KSB I 035 (P. Berlin 14735)

DEBT ACKNOWLEDGMENT

DATE: 30 September, 15th indiction
 SIZE: 13.5 cm wide by 11 cm high
 LINES: 9 (= 8, on concave; 1, on convex)
 PLACE: Elephantine
 PARTIES: Makarios son of Dios to the *praepositus*
 OBJECT: 8 carats for *naula* and *dipla*; 17 myriads *polyb()* for wheat and bread
 WITNESSES: None present
 SCRIBE: Sach()
 PUBLICATION: *BKOE* 110-112 no. 13

Makarios acknowledges that he owes the *praepositus* 8 carats for *naula* and *dipla* and 17 myriads of some uncertain commodity. No date for repayment is specified. The meaning of the line on the verso is obscure. In the *editio princeps*, Hintze presented this text as Coptic, remarking upon the "noteworthy mixture of Greek and Coptic,"¹ but K.A. Worp has re-edited it as a Greek text which includes Coptic elements.²

CONCAVE

Party I ¹ ρ I, Makarios (son) of Dios,³
 Debt he owes⁴
 Party II ²the *praepositus*⁵
 Debt for⁶ *naula*⁷ ³and *dipla*,⁸ 8 c(arats) by the Syenian weigh(t);⁹ ⁴ for wheat and
 bread, 17 myriads¹⁰ *polyb()*;¹¹ ⁵i.e. *polyb()* 17 myriads,⁶ by the Syen(ian weight) 8
 c(arats).

¹ It is not unusual for a Coptic text to consist almost entirely of Greek words, even including καί, *kai*, in stereotyped phrases (LSBM).

² See *AfP* 36 (1990) 75-77 pl. 4.

³ A Makarios son of Dios is the scribe in *ST* 91 (E17) (SJC).

⁴ See Worp's re-edition of this text for the Coptic influence on the writer, as indicated, e.g., by the use of *χρεωστέϊ*, *chreostei* "he owes" rather than *χρεωστώ*, *chreosto* "I owe" following *ἐγώ*, *ego*. Note also that *KSB* I 032 (E12) begins with "I PN he owes;" *KSB* I 024, 025, 026 and 028 (E4-7) with "I PN he writes," and *KSB* I 029 (E13) with "I PN and PN they write." This type of switch from first to third person ("I, PN, he is writing" (ΔΗΟΚ ΠΝ ΕΥΕΥΔΙ)) is attested in at least three Coptic epistolary formulae; see A. Biedenkopf-Ziehner, *Untersuchungen zum koptischen Briefformular unter Berücksichtigung ägyptischer und griechischer Parallelen* (Koptische Studien 1: Würzburg, 1983), 228 Typ 3b and 231 Typ 7e and Typ 8 (SJC).

⁵ Greek *πραποσίτω* preceded by π=, the Coptic masculine singular definite article.

⁶ Worp interprets π as *ὑπέρ*, *hyper* "for" here and in line 4 (π σίτω) rather than as the Coptic masculine singular definite article π= (SJC).

⁷ For *ναῦλον*, *naulon*, the boat-transport tax, see S.L. Wallace, *Taxation in Egypt from Augustus to Diocletian* (Princeton, 1938), 44.

⁸ A tax called *diplon* is attested for Syene/Elephantine in the Roman period in *O. Wilck.* I 179.

⁹ See on *KSB* I 026.4 (E6).

¹⁰ Worp interprets this as meaning "10,000" rather than the myriad coin.

¹¹ Neither Hintze nor Worp resolve the abbreviation ΠΟΛΥΒ, *polyb()*. Could *πολυβλαστής*, *polyblastēs*, "with many/vigorous shoots," be the name for a variety of wheat (LSBM)?

Date 7Phaophi 3, of the 15th ind(iction).

Scribe 8By me, Sach(),¹² written.

CONVEX

9Likewise¹³ 1 myriad, 8,000 *polyb*(),¹⁴

SJC/LSBM

¹² Hintze suggested restoring this as $\epsilon\alpha\chi\alpha\rho\iota\delta\epsilon$ and Worp as $\Sigma\alpha\chi\omicron\mu\acute{\epsilon}\nu\omega\varsigma$; other possibilities include: $\Sigma\alpha\chi\alpha\iota\acute{\omega}\varsigma/\Sigma\alpha\chi\epsilon\iota\omicron\varsigma$, $\Sigma\acute{\alpha}\chi\alpha\iota\varsigma$, $\Sigma\acute{\alpha}\chi\alpha\varsigma$, $\Sigma\acute{\alpha}\chi\epsilon\iota\rho\omicron\varsigma$, $\Sigma\acute{\alpha}\chi\iota\omicron\varsigma$, $\Sigma\alpha\chi\mu\epsilon\acute{\nu}\epsilon\upsilon\varsigma/\Sigma\alpha\chi\omicron\mu\epsilon\acute{\nu}\epsilon\upsilon\varsigma$, $\Sigma\alpha\chi\pi\acute{\eta}\rho\iota\varsigma$, $\Sigma\alpha\chi\acute{\omega}$, and $\Sigma\alpha\chi\omega\iota\varsigma$ (SJC).

¹³ According to Worp who reads $\delta\rho\omicron\iota(\omega\varsigma)$, but it looks more like $\omicron\kappa\omicron\iota$ for $\delta\ \omicron\kappa\omicron\iota(\nu\acute{\omicron}\varsigma)$, the "Board," as in *KSB* I 030.1 (E8) (SJC)

¹⁴ This line was written by a different scribe

E11

KSB I 031 (P. Berlin 14791)

DEBT ACKNOWLEDGMENT

DATE: None
 SIZE: 10.5 cm wide by 5.3 cm high
 LINES: 5, on concave
 PLACE: Elephantine
 PARTIES: Achaias and others to Philotheos son of Ioane
 OBJECT: 400 *she* (copper coins)
 WITNESSES: None present
 SCRIBE: Da(uei)d
 PUBLICATION: *BKOE* 106-107 no. 8

Achaias *et al.* acknowledge their debt to Philotheos of 400 *she*, and undertake to repay them at the time of the inundation.

CONCAVE

Party I	¹ † Achaias and his other ¹ men,
Debt	they owe
Party II	² to Philotheos (son of) Ioane
Debt	³ 400 <i>she</i> . ²
Repayment	I shall give them to you ⁴ at (the time of) this inundation. ³
Scribe	Da(uei)d ⁴ ⁵ wrote (this). ⁵

LSBM/SJC

¹ ετερ / δευτοσ, *eter, autou*, for ἕτεροι αὐτοῦ.

² From evidence from the Medinet Habu ostraca (*OMH*, 3-4) the *she*, is interpreted as being a small copper coin, worth about $\frac{1}{16}$ of a carat. So 400 *she* would be 40 carats.

³ This new translation by SJC. εμηρε, *emere* was interpreted by Hintze as ἡμέρα "day."

⁴ He is also scribe of *KSB* I 032 (E12) (SJC).

⁵ Greek ἐγράφη, *egraphe*.

E12

KSB I 032 (P. Berlin 14793)

DEBT ACKNOWLEDGMENT

DATE: None
 SIZE: 9 cm wide by 6 cm high
 LINES: 5, on concave
 PLACE: Elephantine
 PARTIES: Torsh son of Taam to Philotheos (son of?) Pinak(as)/the writing-tablet seller
 OBJECT: 1 artaba(?) of an uncertain commodity
 WITNESSES: Not present
 SCRIBE: Da(uei)d
 PUBLICATION: *BKOE* 107 no. 9

Torsh says that he owes Philotheos one *artaba* of an uncertain commodity. Is the creditor here the same as Philotheos son of Ioane in the previous document? Both debts are to be repaid at the time of the inundation and both are written by Daueid.

CONCAVE

Party I	¹ † Torsh ¹ (son of) Taam,
Debt	he owes
Party II	² to Philotheos (son of?) Pinak(as)/the writing-tablet seller ²
Debt	1 ³ X. ³
Repayment	I shall give it to you ⁴ at (the time of) this inundation. ⁴
Scribe	⁵ Da(uei)d wrote (this). ⁵

LSBM/SJC

¹ Torsh is also the patronymic of Hillo and his brother Sokrate in *KSB* I 029.1-3 (E13).

² This reading and interpretation has been suggested by SJC: $\pi\iota\eta\delta\kappa\iota$, *pinak*_i (πινακῆς) (Hintze omitted the low oblique stroke abbreviation marker), can be interpreted as a personal name or title; cf. P. Vindob. G 41039 edited in *P. Flor.* XIX vol. 2 p. 460, no. 3.11. The latter interpretation is suggested in a note to *KSB* I 032 (E12) by M.R.M. Hasitzka, who also thinks that $\pi\iota\eta\delta\kappa\iota$ could be translated "(for) the writing-tablet" here.

³ The sign X at the beginning of line 3 was interpreted by Hintze as "ounce," but it looks more like an *artaba* sign.

⁴ See the note to *KSB* I 031.4 (E11).

⁵ Same scribe as in *KSB* I 031 (E11) but not 026 (E6) (SJC).

E13

KSB I 029 (P. Berlin 12252)

DEBT ACKNOWLEDGMENT

DATE: None
 SIZE: 10.5 cm wide by 15.5 cm high
 LINES: 14, on concave
 PLACE: Elephantine
 PARTIES: Hllo and his brother Sokrate to Pamphylone son of Pakot
 OBJECT: One gold carat
 WITNESSES: Not present
 SCRIBE: Not present
 PUBLICATION: *BKOE* 104 no. 6

The two brothers, sons of Torsh, affirm their debt of a gold carat to Pamphylone and their readiness to come north and repay it (on demand?). Is the Torsh here the same as the debtor in the previous document?

CONCAVE

Party I ¹ I, Hllo and his ² brother Sokrate, the sons ³ of Torsh,
 Debt they write ⁴ owing¹ together
 Party II ⁵ to Pamphylones (son of) ⁶ Pakot
 Debt a carat² ⁷ of gold.
 Repayment We are ⁸ prepared,³ when ⁹ God decides, ¹⁰ to come north and ¹¹ give it⁴ ¹² to
 you without ¹³ any ar[gu¹⁴ment].⁵

LSBM

¹ χρεωστι, *chreosti* (χρεωστέω), usually in these texts ending =ει.
² κερατσε, *keratse* (κεράτιον); this is spelt κερατειον, *kerateion*, in *KSB* I 027.3 (E9), and is abbreviated to καρδ, *kara*, in *KSB* I 024.6 (E5).
³ ἔτοιμος spelled here ζετμωσ, *hetmos*.
⁴ Here the singular feminine suffix, although κεράτιον is neuter.
⁵ From ἀτί, *ati*, ἀντιλογία, *antilogia* (ἀντιλογία) can be restored.

E14

KSB I 034 (P. Berlin 10829)

LOAN

DATE: Not present
 SIZE: 16 cm wide by 12.5 cm high
 LINES: 8, on concave; bottom missing
 PLACE: Elephantine
 PARTIES: Sokrates son of Pachouene to Papa son of Proximos the priest
 OBJECT: 20,000 *ouonchis*
 WITNESSES: None preserved
 SCRIBE: None preserved
 PUBLICATION: *BKOE* 108-109 no. 11

Sokrates acknowledges that he has received a certain commodity from Papa, and promises repayment, either by 5 Tybi (31 December/1 January) in kind, or else in money. The father of Papa is a priest; the creditor in the next document is also a churchman.

CONCAVE

Parties	¹ [† I, S]okrates (son of) Pachouene, ² [he writes to P]apa ¹ (son of) Proximos the pri(est).
Loan	³ [I have received tw]o myriads and a half of <i>ouon</i> ⁴ [chis]. ²
Repayment	I shall give them to you in the month ⁵ of Tybi, 5.
Penalty	If I do not give them to you ⁶ on Tybi 5, I shall give them to you ⁷ in money, ³ without any ⁸ argument ...

LSBM

¹ In the Coptic text, "Papa" is connected to the next name "Proximos" by a $\mu = m-$, indicating a patronymic plus the title "priest" instead of $\pi = \alpha \pi \alpha$, *p-Apa*, "the Apa (= father) (Proximos the priest)."

² No secure etymology has been found for this word yet. Perhaps cf. $\sigma \sigma \sigma \kappa \iota$, *ouoki*, "tahina" in Crum CD 477a and W. Vycichl, *Dictionnaire étymologique de la langue copte* (Louvain, 1983) 231-232.

³ Literally "bronze" or "copper."

E15

KSB I 235 (P. Berlin 14737)

LOAN

DATE: None given
 SIZE: 9.5 cm wide by 8.5 cm high
 LINES: 10 (= 8, on concave; 2 in Greek, on convex)
 PLACE: Elephantine
 PARTIES: Praipositos son of Victor to Halo, *oikonomos*
 OBJECT: Three cots
 WITNESSES: None present
 SCRIBE: Victor
 PUBLICATION: *BKOE* 109-110 no. 12

Praipositos acknowledges that the monastic steward Halo has lent him three *klak* (small cots) for sleeping, and that they (presumably monastic property) will be returned to the lender.

CONCAVE

Parties ¹Praiposit(os)¹ (son of) Victor, ²he writes
 to the *oikonomos*² ³Halo,³ as follows:
 Loan Behold, three ⁴cots,⁴ I have received them ⁵from you so I may sleep ⁶on them,
 from ... ⁷of Praip(ositos).
 Repayment I shall ⁸give them ...

CONVEX

Scribe ⁹ϐ By me, Victor,⁵ ¹⁰written.⁶

LSBM

¹ The personal name Praipositos is found almost exclusively at Elephantine (*P. Münch.* 6.36 [D35], 11.79 [D45]; *P. Lond.* V 1732.9 [D44]) (SJC).

² Steward of a monastery; for a 5th century monastery on Elephantine island cf. MacCoull, 153.

³ Another form of the name Hllo/Hylo?

⁴ ΚΛΔΚ, *klak*, read by Hintze as a dialect form of ΓΛΟΓ, *chloch*, "bed" or "cot" (Crum CD 815a).

⁵ Is he the father, or perhaps the son, of Praipositos?

⁶ These two lines of the notarial subscription are in Greek, using the δι' ἐμοῦ, formula.

E16

KSB I 033 (P. Berlin 12253)

LOAN

DATE: Not present
 SIZE: 15 cm wide by 9.5 cm high
 LINES: 16 (= 9, on concave; 7 illegible, on convex)
 PLACE: Elephantine
 PARTIES: Pchol son of Tourothe to Hylo son of Psmet
 OBJECT: 15,000 *ouonchis*
 WITNESSES: Not preserved
 SCRIBE: Not preserved
 PUBLICATION: *BKOE* 107-108 no. 10

Pchol acknowledges that he has received from Hylo son of Psmet a large amount of some commodity for loading on a boat, and will repay them on demand. Is this Hylo the same as the creditor *oikonomos* Halo in the previous document?

CONCAVE

Parties ¹I, Pchol (son of) Tourothe, ²I write
 to Hylo² (son of) Psmet.³
 Loan ³Whereas⁴ I have received a myriad⁵ and a half of ⁴*ouonchis*⁶ from your hand for
 my need,⁷ I ⁵have put them on the boat of the harvester.
 Repayment ⁶I am prepared⁸ to give them ⁷to you ...⁹ as you wish ⁸until ... ⁹ of/to his ...

LSBM

¹ A spelling of "Dorotheos" in Coptic.

² Probably a form of the name Hilo (as in *KSB* I 029.1 [E13]), meaning "Old Man."

³ See *ST* 91 (E17) below for Psmet, father of Abraam. Psmet son of Tyrannos occurs in *P. Lond.* V 1734.22 (D25) (SJC).

⁴ Greek ἐπειδή.

⁵ Coptic τῶδ, *tha*.

⁶ For this word see on *KSB* I 034.3-4 (E14).

⁷ This Coptic phrase, ⲡⲧⲟⲧⲉ ⲉⲧⲁⲕⲭⲣⲓⲁ, *ntotk etakchria*, as in *KSB* I 030.5-6 [E8], has many parallels in the documents.

⁸ ἔτοιμος.

⁹ In *KSB* I 033 M.R.M. Hasitzka suggests a reading of either ⲁⲓⲧⲏⲥⲓⲥ or ⲁⲓⲧⲏ ⲏⲥⲉ here in the place of ⲁⲓⲧⲏⲥⲓⲥ read by Hintze. I read ⲁⲓⲧⲏⲥⲉ. (ⲁⲓⲧⲏⲥⲓⲥ), "request, demand" (ⲁⲓⲧⲏⲥⲉ ⲉⲧⲉⲕⲟⲩⲁⲩⲥ, "request which you like" = "any request you like"? (SJC).

E17

ST 91 (O. Bodleian Library Oxford 137)¹

DEBT ACKNOWLEDGMENT

DATE: Not present
 SIZE: 19.5 cm wide by 12.5 cm high
 LINES: 7 (= 6, on concave; 1+[?], on convex)
 PLACE: Elephantine
 PARTIES: Jenamone and Tsia to Priggipos son of Pelagios
 OBJECT: 60 large mats²
 WITNESS: Possibly Abraham son of Pasmēt³
 SCRIBE: Makarios son of Dios

Jenamone and Tsia acknowledge that they owe sixty large mats and will pay whatever Priggipos son of Pelagios demands of them at the time of his choosing.

CONCAVE

Parties ¹p Jenamone⁴ and Tsia⁵ (are the ones) who write⁶
 to Priggipos the son ²of Pelagios.⁷
 Debt We owe⁸ you sixty large ³mats.
 Repayment When⁹ you ask us for them you are ⁴prepared¹⁰ to demand whatever you
 wish from us ⁵without any argument.¹¹

¹ Pottery ostrakon on loan to the Ashmolean Museum, Oxford. It bears a label "Elephantine 8," and was previously numbered S.C. 40161. This translation is published by courtesy of the Visitors of the Ashmolean Museum.

² The transcription of ST 91 was erroneously titled "6" mats.

³ This name is written in a line on its own on the convex of the ostrakon; for other ostraca where the text is written on two sides, see KSB I 024 (E5), 025 (E4), 028 (E7), 030 (E8), 035 (E10), and 235 (E15). A Fl. Abraamis son of Pamet (*sic*) is the drafter of P. Lond. V 1722.60 (D22), dated 7-15 March, 530 CE.

⁴ $\text{ⲬⲈⲚⲔⲁⲙⲐⲚⲈ} = \text{ⲦⲱⲈⲚⲔⲁⲙⲐⲚⲈ}$, *t-she-n-Amone*, "the daughter of Ammon;" for Ⲧⲱ = represented by Ⲭ = (see Bal., 132 §116) in another Coptic text from Elephantine, compare ⲬⲈⲚⲔⲱⲡ in VC 19.2 (E19).

⁵ There are three women of this name in the Paternmouthis archive; see introduction to ST 181 (E1).

⁶ This document has the introductory epistolary formula PN $\text{ⲉⲧⲢⲟⲗⲁⲓ} \bar{\text{ⲡ}}\text{PN}$; see also VC 19.1-2 (E19).

⁷ The name Pelagios occurs in P. Münch. 2 (D31).

⁸ ⲬⲢⲉⲱⲥⲧⲓ , *chreosti* (*χρεωστέω*).

⁹ ⲡⲚⲱ , *pno* (with Ⲛⲱ for Ⲛⲁⲩ), literally "the time." See the note to "mother" in Cairo Egyptian Museum J. 68678 convex(?) 1 (E18).

¹⁰ ⲒⲈⲦⲐⲐⲐⲙⲐⲐⲟⲥ , *hetoimos* (*ἔτοιμος*) is applied to the creditor here, whereas in other debt acknowledgments (KSB I 026.5 [E6], 028.6 [E7], 027.5 [E9], 029.8 [E13], and 033.6 [E16]) it is used of the debtor(s) in the repayment clause. A word like "free" would make more sense here.

¹¹ $\text{Ⲭⲱⲣⲓⲥ} \text{ⲗⲟⲟⲩ} \bar{\text{ⲡ}}\text{ⲁⲚⲏⲧⲗⲟⲩⲁ}$, *choris loou* (for ⲗⲁⲁⲩ , *laau*) *nantilogia* (*ἀντιλογία*), using *χωρίς*, the Greek equivalent of ⲁⲩⲚ , *ajn*, in this formula as found in KSB I 026.6 (E6) and 034.7 (E14). The full clause is paralleled in a Greek loan contract — "whenever you may wish ... without any argument" (P. Lond. V 1736.13, 18 [D51]).

Scribe ϩⲡ I, Makarios (son of) Dios,¹² have written this ostrakon.

CONVEX

Witness? 7(2nd hand) ϩ Abrham¹³ (son of) Pasmēt,¹⁴ he of ...¹⁵

SJC

¹² A Makarios son of Dios issues, but does not write, *KSB* 1 035 (E10), a debt acknowledgment.

¹³ ⲁⲃⲣⲉⲁⲙ; Crum read ⲁⲃⲣⲁⲉⲁⲙ, *Abraham*.

¹⁴ A Pasmēt father of Hylo occurs in *KSB* 1 033 (E16).

¹⁵ ϩⲁⲡ.. ⲙⲁⲣ. is all that is legible: possibly read ϩⲁⲡⲕⲣ ⲙⲁⲣⲕ "the man of the *kyrios* (κύριος) Mark"? Crum read ϩⲁⲡⲓⲩⲙⲁⲣⲓ..... If there was further text on this side of the ostrakon, it is not now visible.

E18

Cairo Egyptian Museum J. 68678

TWO FRAGMENTARY ORDERS (?)

DATE: Not present
 SIZE: Unknown
 LINES: 12 (= 6+, on concave [?]; 6+, on convex [?])
 PLACE: Elephantine
 SENDER: Philamon the boatman of Elephantine in one, possibly both
 RECIPIENTS: Tsa(o)ua of Tape in both letters and Maria, her mother, in one
 PUBLICATION: R. Engelbach, *ASAE* 38 (1938), 47-51

The texts on both sides of this ostrakon are fragmentary so that only a vague interpretation of their contents is possible. On one side, Philamon the boatman addresses Tsaoua from Tape, and a textile and an item of copper are mentioned. The other side, which is written in the same hand, begins with greetings to Tsaoua (*sic*), her mother, Maria,¹ her daughter (name now lost), Psoh, and someone's brother (name now lost). It contains an injunction to give a quantity of something which is not now extant.

CONCAVE(?)

Salutation ¹... Philamon the boatman² from Elephantine³ ²... greets T[sa]oua from Tape⁴
 Report ³... I ...⁵ turban⁶ ⁴... of copper⁷ ⁵... which will ⁶...

¹ A Maria and Tsaua and Alexandra (probably sisters) are listed together in *P. Münch.* 16.12 (D21).

² This occupation (νεφ, *nef* [for νεεφ, *neef*] [ναύτης]) is assigned to Paternouthis and several others in the Paternouthis archive; see *P. Lond.* V 1722 (D22), *P. Lond.* V 1725 + *P. Münch.* 3 (D33), *P. Münch.* 6 + *P. Lond.* V 1849 (D36), *P. Lond.* V 1729 (D37), *P. Lond.* V 1727 (D38), *P. Münch.* 9 + *P. Lond.* V 1734 protocol (D40), *P. Lond.* V 1730 (D41), *P. Münch.* 10 (D43), *P. Lond.* V 1732 (D44), *P. Münch.* 13 (D47), *P. Münch.* 14 (D48), *P. Lond.* V 1736 (D51), and *P. Lond.* V 1737 (D52).

³ ἰηβ, *Ieb*, the Coptic name for Elephantine deriving from the Egyptian word for "elephant" (*ybw*); see J. Černý, *Coptic Etymological Dictionary* (Cambridge, 1976), 345. The etymology of ἰηβ as "lamb" cited in MacCoull, 162 should be discounted. See further on *KSB* I 024.1 (E5).

⁴ τρωμταπε, *tromtape*: Engelbach tentatively translated ταπε as "Luxor (?)" because it has the feminine definite article prefix (τ=) rather than the usual masculine (π=). The placename *Ipt*, Δπε's precursor, is feminine in earlier phases of the Egyptian language; see Černý, *Coptic Etymological Dictionary* 349 sub παπε. See also *CKA*, 133-136 "Ape" for the distinction between Δπε and παπε. It may be that ταπε is a variant of ταπαί, a placename, whose location is unknown, attested in *BM* 700; see *CKA*, 2509 "Tapai."

⁵ Reconstruct εἰρ= π "make the" here?

⁶ φακιάριον, *phakiarion* (φακιάλιον), which may also refer to a "face-cloth" or "towel," see J. Beauchamp, *Dumbarton Oaks Papers* 47 (1993) 194 n. 69.

⁷ ρομτ, *homt*, may also be interpreted as "bronze" or "money."

CONVEX(?)

Salutation ¹I greet Maria well,⁸ the mother⁹ of Ts[aua and I gr]²eet Tsaua and h[er] daughter
 ... ³Psosh¹⁰ and ...¹¹ brother S...

Instructions ⁴... give the twen[ty]¹² ... ⁵.. ⁶..

SJC

⁸ ΚΔΛΩC. *kalos* (καλῶς).

⁹ ΜΩ, *mo* for ΜΔΔϮ, *maau*. Compare the spelling of ΗΔϮ as ΗΩ in ST 91.3 (E17).

¹⁰ ΠCΩϨ, *Psosh*, literally "the disgrace," a name which may reflect an illegitimate birth; see Heuser, *PN* 64; the Ϩ is covered by a large χ, possibly in the same hand.

¹¹ Either "his" or "her" may be reconstructed here.

¹² †ΠΕΔΟϮΩΤ; an interpretation of †ΠΕ ΔΟϮΩΤ "taste twenty" is less likely.

VC 19 (Bristol Museum and Art Gallery inv. H4124)¹

APPRENTICESHIP CONTRACT

DATE: Not present
 SIZE: 11 cm wide by 10 cm high by 1.3 cm deep
 LINES: 9, on convex
 PLACE: Elephantine
 PARTIES: Sarapamon the priest to Jenhor
 OBJECT: Apprenticeship of Sarapamon's daughter under Jenhor
 PERIOD: Two years

Coptic apprenticeship contracts are rare, and this one is especially noteworthy because it involves a daughter rather than a son or slave, as was more usual.² Although this contract is preserved almost in its entirety, it lacks some of the features typical of such a document: a date,³ details of the type of work to be undertaken, the sum to be paid for instruction, and the penalty the apprentice will be liable for if unable to work. If the instructress fails in her obligations, the only penalty she will suffer is that the contract will be dissolved. Like many similar contracts from Graeco-Roman Egypt, this one may have involved weaving.

CONVEX

Parties ¹ϣ Sarapamon (the) prie[st] ²(is the one) who writes⁴
 to Jenhor.⁵
 Apprenticeship Now, ³I give my daughter to you for two ⁴years so that no man shall ...⁶ ⁵from
 you for the eighth and nin[th]⁷ ... ⁶You, moreover, so that you do not neglect⁸ [her]
⁷but⁹ teach her her work ...
 Penalty ⁸if you neglect her, this de[ed]¹⁰ ⁹is dissolved.

SJC

¹ This dark red ribbed pottery ostrakon was bequeathed to the Museum by F.F. Tuckett in 1930. It is written in a regular, rounded majuscule hand, possibly dating to the mid-6th century. I am grateful to the Museum authorities for permission to publish this translation and to Sue Giles, Curator of Ethnography and Foreign Archaeology, for her assistance with my inquiries.

² See F. Hintze, *ZAS* 104 (1977), 93-96 for a discussion and bibliography of apprenticeship contracts and an edition of a parallel (although more detailed) Coptic weaving apprenticeship contract for a period of two years (as here), drawn up by a woman for her daughter.

³ A 6th century date may be assigned to the ostrakon based on a palaeographical analysis of the hand in which the text is written.

⁴ See the note to *ST* 91.1 (E17).

⁵ ϣεηϣωρ, *Jenhor* for τ=ϣε=η=ϣωρ. *T-she-n-hor*, "the daughter of Horus." See the note on the name *Jenamone* in *ST* 91.1 (E17).

⁶ Crum read οϣη=, *ouī*-. The verb οϣωρϣ, *ouorh*, "set free" could perhaps be restored here, to give a meaning of "(no man shall) set (her) free (from you)."

⁷ θ=οκτοε, *t-hoktoe* (ὄκτοος); and θ=εηιδτε, *t-hen[ate]* (ἐνατος), falsely aspirating both Greek words with the feminine definite article prefix θ= (=τ+ϣ) rather than τ=; these numbers may refer to the age of the girl for the period of her apprenticeship. Crum restored εηιδτε and suggested that the numbers refer to taxation.

⁸ κατὰφρονει, *kataphronei* (καταφρονέω), also in line 8.

⁹ ἀλλά, *alla* (ἀλλά).

¹⁰ ϣηιδι, *shai*, literally "writing".

E20

Hall pl. 88 no. 5 (= BM EA inv. no. 14173)

FRAGMENT OF AN ACCOUNT OF PAYMENTS

SIZE: 11.4 cm wide by 10 cm high
 LINES: 13 (= Upper part missing. on convex, Column 1: 4+; column 2: 8+; base: 1)
 PLACE: Elephantine
 OBJECT: Accounts

This fragment is of interest because it contains a mixture of Egyptian (Haronchis, Iot, Patermouthis, Portaresios), Greek (Kosma), Hebrew (Aron) and Arabic (Cheltmi) male personal names. These are all listed with differing amounts of carats or *tremisses*, apart from a Patermouthis,¹ who is assigned an amount, reckoned in *solidi* and carats, which is significantly larger than the others.

CONVEX

Account	Column 1	Column 2
1		-ros ² (son?) of Aron: 3 ³ carat(s) ⁴
2		Haronch(is) ⁵ archdeacon: ⁶ 2 carats
3		Iot ⁷ (son of?) Cheltmi: ⁸ 2 ⁹ <i>t(re)m(isses)</i> ¹⁰
4		Patermouthis: ¹¹ eight ¹² reckoned ¹³ <i>so(lidi)</i> ¹⁴ ... ¹⁵ 69 carats ¹⁶
5 ³ ...		Kosma: 6 <i>t(re)m(isses)</i>

¹ Two men called Patermouthis occur in the Greek documents from the Patermouthis archive and others have variant spellings of the name

² Only the upper part of the *rho* is visible.

³ A *gamma*, which was not read by Hall, may follow the abbreviation for "carat."

⁴ For the abbreviation which is used for this word throughout this text, see the line drawing accompanying the *editio princeps*.

⁵ $\rho\alpha\rho\omega\chi\iota$, *Haronchi*, the Egyptian name *Hr-^cnḥ(w)*, "Horus lives," which is attested in the grecized forms $\rho\acute{\alpha}\rho\omega\chi\iota\varsigma$, *Harunchis* (see *BL* 2.1 p. 110 with reference to *O. Wilck.* II 1441), and $\rho\acute{\alpha}\rho\omega\chi\iota\varsigma$, *Aronchis*. Hall read this and the next word as two names, "Haron Kharkhipsak."

⁶ Read $\alpha\rho\chi\iota\delta\iota\alpha\kappa$, *archidiak* ($\alpha\rho\chi\iota\delta\iota\acute{\alpha}\kappa\omega\nu$), rather than $\alpha\rho\chi\iota\psi\delta\alpha\kappa$ as read by Hall. Another archdeacon, Isakos son of Taion, who serves in the Church of St Maria, occurs in the Patermouthis Archive; see *P. Lond.* V 1731.45 (D42) and *P. Münch.* 11.77 (D45).

⁷ "Father (of) Cheltmi" is a less likely interpretation. Another Eiot occurs in *P. Rein* II 107.2 (D28).

⁸ $\chi\epsilon\lambda\tau\mu\iota$, *Cheltmi* is the Arabic name *Haltam(i)*.

⁹ The reading of this number is uncertain.

¹⁰ This is abbreviated to a τ overwritten by a μ throughout this text.

¹¹ A reading of $\pi\alpha\tau\epsilon\rho\mu\omega\theta\epsilon\iota\varsigma$ is more probable than $\pi\epsilon\tau\epsilon\rho\mu\omega\theta\epsilon\iota\varsigma$ as Hall read.

¹² $\omicron\kappa\tau\omega$, *oktou* ($\omicron\kappa\tau\acute{\omega}$).

¹³ $\alpha\rho$, *ar*, abbreviation of $\alpha\rho\iota\theta\mu\iota\alpha$, *arithmia* ($\acute{\alpha}\rho\iota\theta\mu\iota\omicron\varsigma$).

¹⁴ $\eta\omicron$, *no*, abbreviation of $\eta\omicron\mu\iota\varsigma\mu\alpha\tau\iota\alpha$, *nomismatia* ($\nu\omicron\mu\iota\varsigma\mu\acute{\alpha}\tau\iota\omicron\nu$). For this term, see K. Maresch, *Nomisma und Nomismatia. Beiträge zur Geldgeschichte Ägyptens im 6. Jahrhundert n. Chr.* (Abhandlungen der Rheinisch-Westfälischen Akademie der Wissenschaften, Sonderreihe: P. Colon. 21; Op-laden, 1994).

¹⁵ An abbreviation of $\pi\alpha\rho\acute{\alpha}$, *para*, "less", may have been written here (it was omitted in the line-drawing accompanying the *editio princeps*). For the use of the minus carat system in Greek documents, see *CPR* VII pp. 155-160, and note the comments in *P. Sta. Xyla* pp. 31-32 and 108. For other documents involving large amounts of *solidi* less carats, compare *exx. P. Sta. Xyla* 3.2 and 4.14-16.

¹⁶ In the *editio princeps* it was suggested that the 69 carats probably constituted a separate entry which did not refer to Patermouthis.

Column 1	Column 2
⁶ ... carat(s)	Portaresios ¹⁷ ... carat(s)
⁷ 4 ¹⁸ carats ¹⁹	
⁸ 4 ²⁰ carats	
	⁹ ... 1 carat, ... <i>t(re)m(issis/-es)</i> ²¹

SJC

¹⁷ See Heuser, *PN* 45 for this name.

¹⁸ Or "1 carat": the *delta* could be an *alpha*.

¹⁹ The carat symbol was read as an *h* by Hall.

²⁰ Or "1 carat": the *delta* could be an *alpha*.

²¹ This line is written on the base of the bowl.

THE ARABIC TEXTS

Simon Hopkins

F1

P. Hamburg A.P. 5

LAND-TAX AGREEMENT

DATE: 10 August-7 September, 883 CE
SIZE: 18.2 cm by 25.4 cm
LINES: 8, parallel to the fibers on the recto
PLACE: Aswan
PARTIES: Merqūre son of Hārūn (leaseholder)
OBJECT: Land-tax agreement
WITNESSES: Unknown
SCRIBE: Unknown
PUBLICATION: A. Dietrich, *Arabische Papyri aus der Hamburger Staats- und Universitäts-Bibliothek* (Leipzig, 1937 [Abhandlungen für die Kunde des Morgenlandes XXII/3]), No.14

The present document is too fragmentary to allow a precise reconstruction of its contents, but the situation seems to have been as follows: the Copt Merqūre son of Hārūn, the scribe, had certain rights and obligations concerning a piece of land. These obligations, in particular the annual payments to the authorities, were shared by him with other tenant-farmers. Arrears in payments for the year 268 A.H., i.e. two years previously to the drafting of the agreement (881 CE), are discovered and Merqūre agrees to pay them retroactively. The text also mentions a future increase in the rent. There are no signatories at the end of the document after the testimony clause. The translation follows Dietrich's text. Once discarded, the document was reused to write a letter on the verso.

Agreement

RECTO

¹[... testified to the acknowledgment of Merqūre son of Hārūn, the scribe, concerning all ²that is in this document, in soundness of] his mind [and] his [b]ody, and (in) legal competence, willingly, not coerced, n[or constrained ...]¹ ... [... th]e money (*māl*) ³[... Ibrāhīm son of 'Alī and Ibrāhīm son of Abi a[1-Qāsi]m and the rest of the tenant-far[mer]s in the districts of upper Upper Egyp[t, th]at the land-tax (*xarāj*) ... the doc[um]ent ⁴[...] and the poll-taxes (*jizā*) of/from the district of

¹ Such a series of qualifications, even expanded, was standard practice in the Greek Byzantine documents; see, e.g. *P. Lond.* V 1724.9-16 (D32) and the subsequent conveyances in the Paternouthis archive

Aswan² for the land-taxes of the year two hundred [and si]xty-eight, which are attributed by date to the year two [hundred] and sixty-nine⁵... the poll-tax (from?) Asw[an], [po]ll-tax and ... the money, so that not ... that a new rise (in the tax rate) will occur⁶[... district of A]s[wa]n [land-ta]x [af]ter ... and not before the transfer thereof in any manner whatsoever or for any reason whatsoever.

Acknowledgment³

There testified to the acknowledgment of⁷Merqūre son of Hārūn, the scribe, concerning all that is in this document, in soundness of his mind and his body, and (in) legal competence, willingly, not coerced, nor constrained, after it had been read⁸before him⁴ and he was cognizant thereof word for word and acknowledged understanding thereof,

Date

in Šafar of the year two hundred and seventy.

² Perhaps the "district of Aswan" was a part of, and not apart from (so A. Dietrich), "the districts of upper Upper Egypt."

³ Verb *aqarra* and noun *iqrār*. It was standard procedure in the Greek Byzantine documents for the party to the contract to issue his Acknowledgment to the agreement at its conclusion; the witness signatures (absent here) followed. See on *P. Münch.* 15.14 (D20).

⁴ Though a scribe, Merqūre did not proof the document himself, but in traditional fashion had it read before him.

F2

P. Or. Inst. 10552 recto PLATE 11

NUPTIAL GIFT AGREEMENT

DATE: 7/8 January, 948 CE
 SIZE: 27.9 cm. wide by 76.2 cm. high
 LINES: Approx. 64
 PLACE: Probably Aswan
 PARTIES: Theodor son of Samuel (bridegroom) and Dbly(n) Adāy(?) (bride)
 OBJECT: Agreement over nuptial gift
 WITNESSES: 77, whose names occupy most of the text
 SCRIBE: Ja'far son of Ibrāhīm son of Aḥmad
 PUBLICATION: N. Abbott, "Arabic Marriage Contracts among Copts," *ZDMG* 95 (1941), 59-77 with plate; R.G. Khoury, *Chrestomathie de papyrologie arabe* (Leiden, 1993), No. 10 (omitting most of the list of witnesses)

Among the early Arabic documentary material from Egypt (papyri, papers, ostraca etc.) there are several items either found in¹ or mentioning Aswan.² From the mention in line 7 verso of property in Aswan it is not improbable that our document was drafted in that place. Abbott's reproduction of the original is somewhat reduced and not always adequate for establishing the correct readings. Unfortunately, the photograph at our disposal³ is on an even smaller scale. A fresh examination of the original document is necessary in order to clear up several doubtful points.

This document is somewhat noteworthy among Arabic documents from the first centuries of Islam. Firstly, it is unusually large. Secondly, the two parties here contracting their marriage arrangements are Christian Copts; the witnesses, however, are mostly, if not entirely, Muslims and the deed is drafted by a Muslim notary according to Muslim law and terminology. Recourse to the Muslim legal system, as distinct from the Coptic courts, would guarantee execution of the deed in case of suit.⁴ While Muslim marriage documents from this period are fairly common,⁵ texts recording the marriage of Copts are scarce indeed. The marriage of the deacon Theodor son of Samuel to the priest's daughter Dbly Adāy(?) was clearly an important affair; this is borne out not only by the large dimensions of the document itself, but also by the exceptionally high nuptial gift (90 dinars) and the obligation to pay it out in full within a year, as well as by the extraordinary list of 77 witnesses. The agreement itself ends in line 12; the remaining 52(!) lines are taken up with names of witnesses. The translation here gives the first twelve and a half lines only.

The document remained for some time in Theodor's family. Forty-one/two years later in the year 378 A.H. = 989 CE a much more modest text of a mere 14 lines (Abbott, *ibid.*, 77-81 = Khoury, *Chrestomathie*, No. 15) was written on the verso, in which Theodor's son is released by his wife (who happened also to be a family relation) from payment of the outstanding portion of the nuptial gift. This deed was drafted and signed by 'Alī son of Ja'far, the son of the same Muslim notary who some forty years previously had drawn up the agreement on the recto.⁶

¹ See A. Grohmann, *Einführung und Chrestomathie zur arabischen Papyrskunde* (Prague, 1955) 27, 38 n. 1; *idem.*: I *Arabische Chronologie*. II *Arabische Papyrskunde* (Leiden, 1996), 58, 64, 74.

² See e.g. A. Grohmann, *Studien zur historischen Geographie und Verwaltung des frühmittelalterlichen Ägypten* (Vienna 1959 [= Österreichische Akademie der Wissenschaften, phil.-hist. Klasse, Denkschriften 77.2]), 28a n. 6.

³ Supplied to us by the Oriental Institute Museum, University of Chicago.

⁴ Suggestion of Geoffrey Khan (via e-mail).

⁵ Cf. M.H. Thung, *Islamic Law and Society* 3 (1996), 1-12

⁶ We are grateful to Aharon Layish and Mordechai A. Friedman for their helpful comments on this text.

RECTO

Invocation	¹ In the name of God the Merciful the Compassionate. ⁷
Parties	² This is what Theodor son of Samuel son of Panīl ⁸ Lāris(?) son of Šanūda the deacon gave as nuptial gift to Dbly(n) Adāy ⁹ daughter of Yuḥannis son of Buḡtur ³ son of Yuḥannis ¹⁰ the priest,
Marriage	and by means of which he married her. ¹¹
Nuptial Gift	He gave her as nuptial gift ¹² ninety gold dinars in cash, fine coins, intact, full weight, cash, ⁴ washed. ¹³
Payment	Thereof he has made her an immediate payment ¹⁴ of fifteen dinars of this description. ¹⁵
Receipt	Her father Yuḥannis son of Buḡtur received ¹⁶ them from him ⁵ and she released ¹⁷ him therefrom.
Balance	There remains (incumbent) upon ¹⁸ Theodor son of Samuel in favor of his wife Dbly(n) Adāy daughter of Yuḥannis son of Buḡtur of this nuptial gift seventy- ⁶ five gold dinars in cash, fine coins, intact, full weight, cash, washed, as a valid debt and binding obligation in her favor to his debit. ⁷ He acknowledges that it ¹⁹ results from

⁷ Beginning in 591 CE the Greek documents opened with an invocation "In the name of the lord and master, Jesus Christ, our god and savior" (see on *P. Münch.* 13.1 [D47]). For comparison with medieval Jewish documents cf. M. A. Friedman, *Jewish Marriage in Palestine: A Cairo Geniza Study* (Tel-Aviv, 1980), I, 92-93.

⁸ Thus Khoury interprets his reading *bnylh*; Abbott read the name *slđr*. Palaeographically both seem equally plausible. One might also consider *slh*.

⁹ Reading and vocalization uncertain.

¹⁰ For the practice of papponymy see on *TAD* A4.7:7 (B19).

¹¹ In return for the nuptial gift father Yuḥannis gave his daughter Dbly(n) Adāy in marriage to Theodor. In the Jewish contracts from the Persian period a parent or someone in charge of the bride gave her hand in marriage, even when the woman was a widow (*TAD* B2.6:2-3 [B28]; 3.3:2-3 [B36], 3.8:1-4 [B41]). On this connection see briefly A. Guillame in E. Bevan and C. Singer, eds, *The Legacy of Israel* (Oxford, 1927), 166; M. A. Friedman, *Conservative Judaism* 24 (1970), 68.

¹² *ṣadāq*. For the parallel terms and practices in the earlier documents see on *TAD* B2.6:4 (B28).

¹³ *ma'sūl* of the editions should be repointed *maghsūl* "washed," the reference being to coins washed free of any ingrained dirt which might affect their weight. See on this M.A. Friedman's note *apud* C. Sirat *et al.*: *La Ketouba de Cologne. Un contrat de mariage juif à Antinoopolis* (Opladen 1986), 55.

¹⁴ This refers to the prompt nuptial gift (*ṣadāq mu'jjal*) payable upon marriage or before consummation of marriage (A. Layish). It was customary in Arabic contracts to pay out this gift in installments. Especially when the amount was large, as here, the first installment was rather small. See A. Grohmann, *Arabic Papyri in the Egyptian Library* (Cairo, 1934), II, 71. For similar practice attested in Palestinian-style *ketubbot* from the Geniza see M.A. Friedman, *Jewish Marriage*, 271-288.

¹⁵ Instead of the fanciful interpretations of the editions read simply *bi-hāḏihi ḏ-ṣifa*, "of this description."

¹⁶ According to Muslim law the woman is a party to the marriage contract and the nuptial gift is therefore her property, rather than her agnate's (A. Layish).

¹⁷ She released him from further obligation for immediate payment.

¹⁸ *baqiya 'alā*. The comparable Aramaic idiom is על אשתא, "remain upon," viz to the debit of; see on *TAD* B3.12:6 (B45).

¹⁹ I.e. the debt.

	that (agreement) and is due from him. ²⁰ It will become payable by him in Jumādā II of the year three hundred and thirty-seven. ²¹
Bridal Agent ²²	And Yuḥannis ⁸ son of Buḡtur son of Yuḥannis undertook the contracting of the marriage of his daughter Dbly(n) Adāy to Theodor son of Samuel and the drafting of this document in her favor to his debit, ⁹ she being a virgin under his protection for whom he acts as guardian after having asked her permission ²³ to do so.
Groom's Pledge	He received his guarantee and his pledge for this nuptial gift specified ²⁴ in this document ¹⁰ and for what God has ordained ²⁵ concerning good companionship ²⁶ and friendly relations.
Testimony	There witnessed to the acknowledgment by Theodor son of Samuel son of Panīle Lāris son of Šanūda ¹¹ and by Yuḥannis son of Buḡtur son of Yuḥannis, the Christian, ²⁷ of what is in this document, both being possessed of good health and legal competence, willing and not coerced,
Date	¹² on Thursday twenty-one nights having passed ²⁸ of Jumādā II in the year three hundred and thirty-six:
Witnesses	^{13ff} Ja'far son of Ibrāhīm son of Aḥmad

²⁰ The beginning of line 7 has been translated by Aharon Layish. Further improvement is made if instead of *kullu dālika* we read *yaḥillu dālika* "that becomes payable/falls due." This refers to the "deferred" nuptial gift not in the usual sense in Muslim law, that is nuptial gift payable upon divorce or death of one of the spouses, whichever is the earlier, but that part of the prompt nuptial gift which it is agreed shall be paid at a later date during the existence of the marriage; see A. Layish, *Divorce in the Libyan Family* (New York and Jerusalem, 1991), 48-49.

²¹ I.e., a year later. In other Arabic contracts it was customary to pay out the balance in as many as ten installments; A. Grohmann, *Arabic Papyri in the Egyptian Library*, II, 72. In a Byzantine Debt Acknowledgment of 580 CE the husband promised to pay his wife the m[arriage gift] of 3 *solidi* "whenever you may wish" (*P. Lond.* V 1725.10-15 + *P. Münch.* 3.1-2 [D33]) and an Aramaic Debt Acknowledgment of 400 BCE may be a deferred payment of *mohar* (TAD B4.6 [B51]).

²² A contemporary Geniza *ketubbah* from Qugandima in the Nile delta (945 CE) read, "Isaac son of Jeshua ... her agent, received payment. And she consented in all that he do[es] in her affair;" M. A. Friedman, *Jewish Marriage*, No. 14:11.

²³ Read: *wa-hiya bkr fī ḥajrihi yalīhā ba'd an ista'danahā fī dālika*. Under Muslim law, the guardian has the right to give his ward in marriage even against her will (*jabr*). Under Mālikī law applicable in Egypt, this applies also to adult virgins. The permission mentioned here refers to the virgin's consent to marriage. For more details see A. Layish, *ArOr* (1995), (forthcoming), and the reference to the treatise of the Mālikī jurist Ibn 'Aššim indicated in line 23 of the Arabic document treated therein.

²⁴ *musammā*, a technical term referring to the nuptial gift stipulated in the contract (A. Layish).

²⁵ Read: *wa-hi-mā amara* instead of the impossible *wa-yuḥālifu* (Abbott) or *wa-taḥālafa* (Houry).

²⁶ For this expression, common in Arabic contracts, see N. Abbot, *ZDMG* 95 (1941), 76; S. Goitein, *A Mediterranean Society* (Berkeley, 1978), III, 51.

²⁷ If we do not read *al-našrāniyyayn* (dual) then *al-našrāniyy* (sing.), "the Christian," would seem to be parallel to *al-qissīs*, "the priest," of line 3.

²⁸ A twenty-four hour day began in the evening; the date would be 21 Jumādā II.

THE LATIN TEXTS

Ranon Katzoff

G1

CH.L.A. XI 481 (P. Berlin 25053)

LIST OF SOLDIERS AND PRIVATE LETTER

DATE:	Second half of 3 rd century CE
SIZE:	Two fragments: 5.2 cm wide by 12 cm high; 8.3 cm wide by 9.4 cm high; incomplete on all sides
LINES:	3 columns — maximum preserved: Column II, 23 lines parallel to the fibers on the recto; 19 Greek lines on verso perpendicular to the fibers plus 2-line address on recto between Column I and II
PLACE:	Elephantine
PARTIES:	To Diony[...] from her husband Ktesia (letter)
OBJECTS:	List of soldiers (recto); letter (verso)

LIST (RECTO)

Latin documents from Egypt are almost all military and our text contains three very fragmentary columns of names of soldiers. Each entry contains the name of the place to which the person is assigned, the gentilician name, usually Aur(elius), and the cognomen. In not a single case is the entry completely preserved. At two points there may be the remains of consular dates indicating the year in which the following soldier or soldiers named were recruited. One of these dates may correspond to 260 CE, but the remains are too fragmentary, and identifications too problematic, for certainty or even probability. Military documents of this nature are collected in Robert O. Fink, *Roman Military Records on Papyrus* (Cleveland, 1971).

Recoverable toponyms include Thebes, Cyn[opolis?], Leont[opolis?], and Arsinoit[...], presumably the places where the soldiers were stationed. Recoverable cognomina include Greek Alex[...], Ammonius, Dioscorus, Ierax, Nereus, and Serapion; Latin Herculianus, Iulius, and Leonin[...]; and Arabian Abgar[...].

LETTER (VERSO AND RECTO)

The Latin list was recycled for use as a Greek private letter from Ktesia to her husband Dion[ys...] at Elephantine. The papyrus was turned bottoms up and the top of the letter written on the back of the bottom of the list. When completed, it was again turned over and rolled horizontally from right to left and from left to right and the address written in the gap between Columns I and II, perpendicular to the fibers and the writing. In common with the Aramaic letters, it refers to the children, presents a request for some objects, and sends the customary blessings (cf. the Makkibanit letters *TAD A 1-7 [A1-7]*). Because of its fragmentary condition no continuous sense is recoverable. It reads:

"Ktesia to Dion[ys...] ... to the children ... bring ... number ... two ... but two ... but two ... four ... I pray for your good health. Phameno[th ...]"

The address on the recto reads: "Deliver in Elephantine to Diony[...] her husband, from Ktesia."

G2

CH.L.A. XI 482 (P. Berlin 25057)

LIST OF SOLDIERS

DATE: Second half of 3rd century CE
SIZE: Four fragments: 1.4 cm wide by 3 cm high; 3.5 cm wide by 12.5 cm high; 1 cm wide
by 3.9 cm high; 2.7 cm wide by 9.5 cm high; incomplete on all sides
LINES: 23 very fragmentary lines parallel to the fibers on the recto; the verso is blank.
PLACE: Elephantine
OBJECTS: List of soldiers

A list of names in Latin, similar to the previous document, but even less well preserved. The gentilician names — all but two are AUREL(IUS) — are written in a different hand from the rest. One name is annotated as a *b(ene)ficiarius*, a soldier with a particular privilege or exemption. Another is a trumpeter.

SELECT TOPICAL INDEX

LAW

- acknowledgment 19, 20, 25, 26, 257, 264, 292, 392, 393, 402, 403, 412, 417, 427, 430, 431, 432, 435, 440, 445, 449, 453, 456, 457, 462, 464, 466, 467, 468, 470, 471, 472, 473, 475, 478, 483, 484, 485, 489, 495, 496, 498, 500, 502, 503, 504, 505, 507, 512, 513, 514, 515, 517, 519, 520, 525, 528, 530, 534, 535, 537, 538, 539, 542, 545, 547, 549, 570, 573, 579, 580, 581, 582, 583, 585, 586, 587, 588, 590, 591, 592, 596, 603, 604, 607
- arbitration 21, 392, 395, 397, 398, 399, 409, 462, 469, 482, 491, 495, 502, 504, 516, 520, 524, 535, 536, 537, 538, 559
- archive 2, 3, 4, 5, 7, 8, 15, 18, 19, 22, 23, 77, 78, 79, 80, 81, 82, 83, 125, 150, 152, 202, 234, 257, 279, 281, 283, 339, 386, 387, 389, 394, 395, 396, 397, 398, 401, 402, 420, 441, 469, 477, 486, 489, 495, 496, 517, 524, 528, 540, 548, 569, 570, 575, 577, 579
- bequest 23, 79, 80, 81, 152, 164, 173, 216, 223, 237, 242, 246, 283, 348, 352
- buy 16, 93, 95, 98, 104, 111, 123, 124, 557
- buyer 212, 388, 426, 427, 432, 511, 524, 528, 533
- cleanse 19, 22, 206, 214, 444, 449, 453, 461, 488, 511, 524, 533, 542, 545
- complain 94, 108, 162, 168, 204, 206, 240, 244, 250, 265
- complaint 13, 31, 44, 58, 65, 102, 127, 139, 159, 202, 205, 206, 237, 246, 262, 265, 309, 320, 329, 333, 387, 388, 397, 421, 422, 437, 442, 472, 491, 497
- deed of sale 21, 22, 184, 393, 444, 445, 449, 452, 453, 461, 462, 481, 482, 483, 488, 489, 490, 497, 500, 511, 512, 522, 523, 524, 525, 526, 527, 528, 532, 533, 534, 540, 542, 543, 545
- defension 22, 205, 206, 212, 214
- grant 44, 45, 60, 61, 64, 69, 87, 140, 145, 152, 173, 184, 237, 284, 388, 429, 528, 533
- investiture 18, 19, 20, 22, 81, 153, 162, 164, 167, 169, 173, 179, 184, 186, 187, 197, 200, 209, 213, 216, 217, 224, 237, 239, 243, 249, 349, 353, 354, 358, 373, 393, 427, 439, 444, 448, 449, 453, 456, 462, 482, 488, 511, 518, 524, 528, 530, 533, 542, 544
- mediation 392, 492, 497, 537, 538
- oath 11, 15, 16, 19, 35, 40, 41, 48, 49, 58, 59, 79, 81, 85, 115, 116, 117, 158, 159, 161, 170, 188, 189, 262, 266, 283, 327, 328, 358, 360, 361, 363, 364, 365, 393, 402, 403, 457, 469, 471, 472, 481, 487, 491, 492, 493, 498, 501, 505, 506, 507, 509, 528, 531, 535, 538
- penalty 19, 21, 22, 25, 81, 152, 154, 155, 156, 158, 162, 164, 168,

- 169, 173, 175, 177, 178, 182,
183, 184, 186, 188, 189, 191,
193, 195, 197, 199, 201, 205,
206, 208, 212, 214, 216, 218,
219, 220, 221, 222, 223, 225,
234, 235, 237, 240, 242, 244,
246, 250, 252, 253, 255, 256,
258, 260, 262, 264, 265, 292,
298, 349, 351, 353, 364, 409,
413, 414, 415, 416, 424, 425,
438, 455, 457, 469, 472, 483,
489, 498, 501, 503, 504, 506,
507, 513, 514, 515, 516, 522,
524, 526, 528, 530, 533, 535,
537, 538, 542, 545, 556, 572,
580, 593, 600
- petition 35, 38, 39, 40, 41, 78, 80, 86,
113, 125, 135, 137, 139, 143,
147, 148, 150, 178, 338, 344,
387, 389, 392, 406, 420, 421,
422, 425, 441, 442, 443, 518
- purchase 80, 93, 99, 216, 250, 394,
426, 427, 431, 432, 433, 444,
447, 448, 449, 452, 453, 455,
456, 459, 461, 481, 482, 487,
488, 495, 496, 497, 504, 508,
509, 510, 511, 512, 522, 524,
526, 527, 528, 530, 531, 532,
534, 541, 542, 544
- reaffirmation 155, 156, 164, 168, 169,
183, 186, 189, 193, 197, 201,
214, 218, 219, 221, 235, 240,
244, 250, 256, 260, 354, 361,
425, 457, 472, 483, 489, 498,
502, 504, 517, 524, 528, 534,
538
- reclamation 164, 169, 175, 208, 216,
219, 223, 225, 232, 237, 242,
243
- repudiation 175, 178, 181, 182, 208,
209, 210
- revocation 455, 457, 526, 530
- sale 78, 81, 83, 123, 125, 139, 142,
146, 148, 212, 237, 246, 250,
283, 360, 361, 388, 392, 393,
394, 403, 426, 431, 432, 443,
447, 451, 459, 461, 480, 481,
486, 488, 500, 508, 509, 511,
522, 523, 524, 526, 530, 533,
540, 544
- satisfaction 161, 179, 180, 189, 191,
192, 206, 213, 247, 248, 260,
292, 465, 471, 475, 484, 497,
516, 537, 549, 580
- sell 110, 111, 124, 164, 173, 174, 197,
249, 403, 444, 449, 451, 453,
462, 480, 482, 488, 508, 511,
524, 528, 530, 533, 540, 542,
554, 556, 567
- seller 403, 426, 427, 431, 432, 444,
447, 448, 449, 453, 524, 528,
532, 533, 542, 544, 545, 571,
583, 591
- settlement 264, 390, 392, 395, 396,
403, 424, 425, 469, 470, 471,
472, 473, 495, 496, 497, 498,
499, 506, 516, 535, 536, 537,
538, 539, 554, 579, 580
- signatory 299, 300, 349, 355, 370,
393, 396, 399, 400, 401, 406,
431, 432, 440, 445, 449, 451,
453, 457, 462, 470, 473, 475,
478, 481, 483, 485, 487, 489,
495, 499, 500, 502, 503, 505,
507, 509, 512, 513, 514, 515,
517, 519, 522, 525, 526, 529,
530, 534, 535, 539, 540, 543,
545, 547, 550, 552, 554, 555,
556, 558, 559, 560, 561, 563,
564, 566, 568, 579
- sue 81, 244, 250, 260, 393, 397, 444,
449, 453, 462, 472, 497, 504,
511, 514, 516, 524, 528, 533,
538, 542, 544, 579
- suit 81, 161, 162, 164, 168, 169, 170,
173, 175, 182, 184, 186, 188,
189, 192, 193, 195, 197, 200,
201, 204, 206, 212, 213, 214,
216, 218, 219, 222, 225, 237,
240, 244, 245, 246, 250, 252,
253, 254, 255, 256, 260, 263,
267, 283, 285, 351, 393, 397,
398, 403, 414, 416, 422, 424,
425, 439, 444, 449, 453, 457,
461, 462, 469, 470, 471, 472,
482, 488, 495, 496, 497, 502,
504, 506, 511, 514, 515, 516,

- 524, 528, 530, 532, 533, 535,
536, 537, 538, 542, 544, 545,
605
- transfer 30, 35, 81, 82, 164, 165, 166,
170, 184, 185, 186, 206, 212,
213, 216, 218, 223, 224, 237,
238, 239, 240, 242, 243, 247,
248, 250, 255, 259, 260, 266,
278, 283, 292, 348, 349, 351,
352, 353, 354, 356, 357, 358,
371, 372, 392, 393, 403, 426,
431, 432, 443, 444, 447, 448,
451, 452, 453, 455, 459, 461,
462, 481, 488, 497, 501, 502,
509, 510, 511, 513, 518, 522,
523, 526, 527, 531, 540, 542,
544, 604
- usufruct 79, 80, 173, 223, 237, 242
- validity 81, 164, 168, 169, 186, 204,
241, 245, 393, 403, 410, 413,
415, 416, 434, 440, 445, 449,
453, 457, 462, 465, 466, 468,
472, 475, 478, 483, 485, 489,
502, 505, 507, 511, 514, 517,
518, 520, 524, 528, 534, 542,
545, 547, 549, 579
- vendor 427, 432, 444, 449, 453, 482,
511, 532
- waiver 154, 155, 161, 169, 186, 188,
189, 191, 193, 195, 197, 199,
200, 205, 206, 212, 213, 214,
218, 225, 237, 240, 243, 244,
250, 255, 259, 260, 265, 393,
425, 439, 444, 449, 451, 453,
457, 462, 469, 472, 482, 497,
502, 504, 506, 511, 514, 516,
524, 528, 530, 532, 533, 537,
538, 542, 544
- warranties 205
- warranty 212, 237, 292, 353, 354, 358,
361, 373, 393, 427, 431, 432,
444, 449, 451, 453, 461, 471,
482, 488, 489, 511, 512, 524,
525, 526, 528, 532, 533, 534,
538, 542, 543, 545
- withdrawal 81, 158, 163, 170, 185,
187, 188, 189, 190, 191, 193,
194, 195, 196, 198, 205, 213,
220, 222, 260, 360, 361, 460,
471, 497, 506, 514, 516, 537
- witness 48, 81, 84, 85, 87, 152, 156,
157, 158, 163, 164, 171, 173,
176, 177, 178, 183, 184, 187,
188, 190, 191, 194, 195, 198,
199, 201, 202, 204, 205, 207,
208, 211, 212, 215, 216, 219,
220, 222, 223, 232, 234, 236,
237, 241, 242, 245, 246, 251,
252, 254, 255, 256, 257, 258,
259, 261, 262, 264, 265, 266,
287, 292, 293, 346, 347, 348,
350, 351, 352, 355, 356, 359,
360, 362, 370, 387, 389, 391,
393, 395, 396, 399, 400, 401,
402, 406, 408, 410, 412, 413,
414, 415, 416, 417, 418, 424,
426, 429, 431, 435, 438, 440,
443, 445, 446, 447, 449, 450,
451, 453, 454, 455, 457, 458,
459, 461, 462, 463, 464, 466,
467, 468, 469, 470, 472, 473,
474, 475, 476, 477, 480, 481,
483, 484, 485, 486, 487, 489,
490, 491, 493, 494, 495, 499,
500, 502, 503, 505, 506, 507,
508, 509, 511, 512, 513, 514,
515, 517, 518, 519, 520, 522,
525, 526, 529, 530, 534, 535,
539, 540, 542, 543, 544, 545,
546, 547, 548, 549, 550, 551,
552, 553, 554, 555, 556, 557,
558, 560, 561, 563, 564, 566,
568, 570, 571, 577, 579, 580,
581, 582, 583, 584, 585, 586,
587, 588, 590, 591, 592, 593,
594, 595, 596, 597, 603, 605,
607

FAMILY

adoption 80, 81, 85, 234, 235

bride 24, 152, 177, 178, 208, 408, 605

- brother 12, 13, 14, 21, 24, 33, 34, 39, 40, 41, 69, 70, 75, 76, 77, 80, 85, 86, 89, 90, 92, 93, 96, 97, 99, 100, 102, 104, 106, 107, 109, 110, 112, 123, 124, 125, 126, 133, 134, 142, 146, 152, 155, 161, 167, 186, 191, 193, 196, 197, 198, 199, 200, 201, 205, 206, 218, 221, 234, 235, 244, 249, 250, 256, 260, 324, 325, 348, 349, 353, 356, 377, 395, 396, 398, 419, 432, 436, 469, 470, 471, 495, 508, 510, 511, 535, 541, 550, 553, 554, 555, 556, 557, 559, 560, 561, 562, 563, 565, 568, 569, 575, 577, 592, 598, 599
- child 158, 181, 199, 208, 211, 223, 340, 345, 392, 396
- children 6, 13, 14, 20, 21, 22, 23, 61, 68, 69, 70, 79, 81, 84, 85, 99, 106, 107, 109, 134, 142, 144, 146, 147, 152, 167, 168, 173, 174, 175, 178, 183, 186, 189, 193, 195, 197, 200, 201, 202, 203, 204, 212, 213, 214, 216, 217, 218, 220, 240, 242, 243, 244, 249, 250, 252, 253, 254, 265, 281, 282, 283, 346, 348, 351, 354, 356, 371, 387, 395, 396, 408, 409, 420, 439, 453, 462, 469, 488, 491, 495, 496, 503, 504, 506, 511, 516, 524, 528, 533, 542, 575, 608
- death 80, 158, 164, 165, 166, 173, 178, 181, 191, 195, 208, 210, 216, 218, 219, 220, 221, 222, 223, 231, 237, 240, 242, 244, 267, 348, 392, 403, 404, 455, 456, 457, 495, 496, 500, 501, 502, 503, 504, 513, 548
- divorce 24, 208, 264, 346, 347, 367, 396, 403, 515, 516
- dowry 23, 24, 25, 80, 178, 180, 202, 208, 209, 211, 228, 242, 264, 387, 408, 409, 414, 515, 516
- father 13, 14, 21, 23, 24, 25, 46, 50, 53, 68, 69, 75, 76, 79, 80, 82, 83, 84, 85, 87, 89, 92, 96, 98, 99, 101, 107, 141, 146, 152, 164, 177, 178, 192, 196, 212, 218, 222, 246, 266, 267, 283, 324, 346, 348, 349, 351, 353, 354, 356, 357, 358, 374, 387, 388, 395, 396, 403, 404, 406, 408, 409, 413, 417, 421, 431, 432, 438, 443, 447, 451, 452, 455, 456, 457, 459, 467, 469, 470, 471, 473, 480, 481, 483, 484, 486, 487, 489, 492, 495, 496, 497, 500, 508, 509, 510, 513, 515, 516, 524, 527, 530, 531, 533, 535, 536, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 571, 575, 577, 578, 593, 606
- groom 23, 24, 152, 177, 208, 408, 605, 607
- guardian 82, 234, 387, 388, 392, 413, 414, 416, 424, 429, 432, 438, 443, 480, 483, 509, 512, 515, 522, 607
- heirs 21, 82, 84, 152, 164, 183, 195, 199, 204, 212, 216, 219, 234, 237, 242, 246, 253, 394, 395, 412, 413, 438, 439, 469, 472, 495, 496, 497, 510, 511, 516, 524, 528, 533, 537, 538, 544, 575
- husband 14, 18, 24, 25, 79, 80, 166, 173, 178, 179, 181, 182, 195, 199, 209, 210, 227, 230, 231, 242, 246, 281, 283, 387, 396, 403, 408, 409, 412, 420, 422, 424, 429, 438, 440, 443, 480, 483, 491, 492, 493, 495, 500, 508, 509, 510, 512, 513, 515, 516, 522, 523, 540, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 565, 566, 567, 569, 577, 579, 608
- inherit 181, 457
- inheritance 14, 23, 199, 346, 348, 356, 367, 386, 387, 388, 392, 412, 413, 417, 429, 430, 431, 448, 452, 531, 533, 555, 557, 562, 568, 577

- kyrios 414, 416
 legacy 388, 392, 399, 403, 417, 418,
 429, 430, 439, 469, 471, 491,
 495, 497, 501, 506, 507, 510,
 535, 536, 538, 541
 manumission 2, 81, 220, 221, 389,
 438, 439, 440
 marriage 23, 24, 79, 80, 85, 152, 164,
 177, 178, 179, 208, 209, 220,
 223, 242, 283, 346, 351, 367,
 386, 387, 392, 396, 408, 420,
 484, 515, 605, 606, 607
 mohar 6, 23, 24, 178, 179, 182, 208,
 227, 230, 264
 mother 20, 21, 24, 76, 79, 80, 89, 92,
 93, 99, 104, 105, 106, 107, 109,
 196, 199, 200, 201, 211, 218,
 223, 341, 342, 344, 345, 346,
 349, 352, 353, 354, 355, 356,
 357, 358, 360, 371, 372, 387,
 388, 393, 395, 396, 397, 403,
 409, 413, 422, 431, 432, 438,
 439, 443, 447, 451, 457, 469,
 470, 473, 474, 475, 481, 484,
 486, 487, 491, 492, 494, 495,
 496, 503, 505, 506, 508, 509,
 510, 512, 513, 515, 517, 518,
 522, 524, 525, 526, 533, 534,
 535, 536, 537, 538, 539, 540,
 541, 542, 555, 558, 559, 560,
 564, 565, 566, 567, 569, 575,
 577, 598, 599
 nuptial gift 23, 24, 605, 606, 607
 repudiation 24, 25, 175, 178, 181, 182,
 208, 209, 210, 230
 servant 16, 30, 35, 36, 37, 38, 39, 40,
 41, 43, 61, 75, 77, 92, 99, 113,
 114, 123, 127, 129, 130, 131,
 132, 138, 139, 140, 143, 145,
 147, 150, 224, 284, 291, 294,
 295, 296, 297, 302
 sister 14, 19, 21, 76, 85, 89, 90, 93, 94,
 96, 102, 104, 106, 134, 155,
 161, 167, 186, 197, 200, 205,
 206, 218, 220, 221, 235, 244,
 250, 255, 256, 259, 260, 261,
 349, 353, 356, 364, 367, 369,
 370, 395, 396, 403, 448, 469,
 480, 483, 495, 496, 501, 506,
 513, 530, 531, 532, 533, 534,
 536, 555, 557, 559, 565, 566,
 567, 575
 slave 16, 80, 81, 85, 199, 200, 201,
 208, 220, 221, 234, 235, 388,
 389, 414, 416, 426, 427, 434,
 438, 600
 succession 218, 504, 524, 528, 531
 support 23, 26, 32, 222, 237, 259, 321,
 388, 392, 394, 396, 409, 412,
 413, 414, 415, 416, 428, 455,
 500, 508, 515, 585
 wife 23, 24, 25, 80, 81, 83, 84, 85, 89,
 134, 158, 159, 173, 174, 177,
 178, 179, 181, 182, 183, 188,
 195, 208, 209, 210, 211, 212,
 216, 219, 220, 223, 227, 243,
 244, 246, 248, 249, 250, 251,
 262, 263, 264, 321, 341, 346,
 347, 364, 371, 387, 395, 398,
 404, 409, 412, 424, 425, 440,
 451, 452, 453, 470, 474, 480,
 481, 484, 486, 487, 495, 498,
 503, 505, 509, 513, 514, 526,
 530, 536, 537, 538, 546, 547,
 554, 556, 557, 558, 559, 560,
 562, 563, 564, 565, 566, 567,
 569, 575, 605, 606

ECONOMY AND OCCUPATIONS

- boatman 14, 15, 23, 24, 79, 156, 160,
 164, 166, 401, 451, 484, 485,
 496, 500, 503, 505, 509, 513,
 514, 518, 520, 532, 536, 538,
 539, 546, 548, 553, 554, 555,
 556, 560, 562
 builder 23, 85, 178, 188
 copper 24, 52, 368, 460, 504, 548,
 572, 590, 598
 creditor 26, 80, 152, 257, 388, 389,
 392, 429, 430, 466, 467, 484,

- 571, 572, 579, 582, 591, 593,
595
- debt 11, 24, 25, 204, 257, 264, 392,
393, 396, 398, 413, 417, 418,
459, 464, 466, 467, 484, 518,
562, 565, 569, 570, 573, 577,
578, 579, 580, 581, 582, 583,
585, 587, 588, 590, 591, 592,
596, 606
- debtor 26, 202, 257, 392
- epistatikon 428
- grain 13, 15, 16, 25, 31, 46, 53, 54, 55,
58, 77, 81, 83, 93, 95, 112, 123,
124, 188, 192, 193, 252, 254,
285, 296, 297, 301, 302, 303,
313, 331, 332, 333, 417, 428,
437
- interest 25, 26, 71, 111, 202, 203, 204,
257, 258, 265, 280, 287, 289,
292, 346, 390, 393, 447, 455,
459, 460, 464, 466, 467, 474,
480, 484, 535, 546, 548, 572,
573, 574, 579, 601
- loan 4, 22, 25, 26, 110, 178, 202, 203,
252, 253, 257, 298, 330, 393,
403, 430, 459, 460, 467, 474,
546, 548, 551, 560, 563, 570,
571, 572, 579, 581, 584, 585,
593, 594, 595
- musician 68, 70, 346, 573, 598
- obligation 12, 26, 78, 81, 202, 204,
222, 253, 262, 264, 280, 290,
388, 391, 392, 396, 401, 409,
413, 447, 570, 572, 600, 603,
605, 606
- pledge 25, 26, 220, 223, 393, 397,
398, 459, 460, 464, 465, 466,
474, 475, 484, 520, 538, 546,
548, 549, 607
- security 111, 202, 203, 204, 252, 254,
264, 265, 394, 440, 444, 445,
447, 448, 449, 452, 457, 459,
462, 464, 465, 466, 468, 472,
474, 475, 481, 484, 485, 487,
488, 489, 502, 505, 506, 507,
509, 511, 513, 514, 517, 518,
519, 520, 521, 523, 524, 527,
531, 534, 540, 541, 542, 545,
546, 547, 548, 549, 577, 578,
579, 580
- smith 5, 9, 32, 35, 42, 308, 311, 319,
321, 324, 329, 376, 437, 467
- soldier 12, 13, 14, 20, 22, 24, 26, 75,
79, 83, 257, 262, 279, 281, 283,
297, 387, 388, 389, 392, 398,
400, 401, 402, 420, 421, 422,
437, 441, 442, 443, 445, 448,
449, 450, 454, 457, 462, 463,
473, 474, 475, 476, 477, 483,
485, 487, 489, 490, 496, 498,
499, 502, 505, 506, 512, 513,
514, 517, 518, 519, 520, 522,
525, 526, 528, 529, 531, 534,
536, 538, 539, 540, 543, 545,
546, 547, 548, 549, 550, 551,
552, 553, 555, 556, 557, 558,
559, 560, 561, 562, 563, 564,
566, 568, 570, 571, 581, 582,
608, 609
- stipend 23, 164, 282, 283, 348, 351,
356
- taxes 16, 55, 113, 285, 313, 363, 603,
604
- treasury 15, 16, 48, 49, 52, 54, 58, 59,
83, 84, 115, 116, 119, 164, 213,
224, 243, 253, 258, 279, 347,
349, 353, 374
- wine 73, 143, 147, 237, 285, 298, 339,
341, 342, 353, 417
- writing-tablet 591

TITLES

- actuarius 400, 443, 454, 462, 473, 475,
517, 519, 529, 543, 547, 550,
551, 552, 554, 555, 556
- adiutor 399, 400, 458, 478, 534
- agoranomos 424, 431
- Aramean 13, 18, 20, 22, 26, 74, 75, 76,
77, 81, 82, 84, 85, 115, 153,
158, 164, 178, 184, 185, 188,

- 196, 199, 205, 208, 234, 247,
252, 259, 262, 264, 387, 390,
401
- augustalis 399, 400, 446, 450, 453,
457, 462, 478, 483, 534, 539,
543, 550, 553, 555, 556, 557,
561, 563, 564, 568, 571, 581
- Babylonian 18, 74, 75, 81, 83, 84, 85,
113, 152, 158, 163
- Bactrian 18, 74
- bishop 13, 389, 406, 441
- Blemmyes 13, 342, 389, 441, 442
- caballarius 400, 522, 526, 528, 529
- Caspian 18, 74, 80, 81, 83, 84, 152,
184, 187, 212, 215, 216, 217,
247, 248
- centurion 399, 400, 401, 426, 448,
454, 457, 462, 502, 505, 512,
517, 549, 550, 553, 555, 556,
557, 558, 561, 571, 582, 583
- contract keeper 413
- deacon 26, 395, 402, 406, 449, 458,
462, 480, 483, 502, 505, 507,
512, 517, 525, 543, 547, 551,
556, 561, 564, 566, 570, 571,
573, 579, 580, 582, 583, 585,
586, 601, 605, 606
- draconarius 400, 539, 556, 568
- duke 389, 399, 400, 441, 442, 477
- dux 399, 478
- epistates 280, 317, 388, 428
- foreman 46, 437
- frataraka 18, 82
- general 2, 27, 30, 31, 32, 42, 60, 64,
68, 298, 313, 390, 394, 400,
440, 495, 497, 537, 574
- governor 13, 15, 17, 78, 79, 139, 145,
147, 280, 285, 289, 296, 374,
399, 436, 499
- Jew 12, 14, 16, 17, 18, 20, 22, 23, 24,
26, 74, 75, 76, 77, 78, 79, 80,
81, 82, 83, 84, 85, 87, 107, 110,
112, 115, 125, 126, 130, 133,
135, 139, 142, 143, 144, 145,
147, 148, 150, 152, 158, 160,
164, 165, 173, 188, 191, 195,
199, 202, 205, 220, 237, 242,
252, 257, 259, 262, 266, 387,
401, 402, 409, 464, 581
- judge 77, 82, 83, 110, 113, 114, 135,
136, 159, 168, 170, 204, 206,
250, 255, 265, 283, 308, 321,
339, 360, 395, 422, 425, 520,
555, 559, 565
- Khwarezmian 18, 74, 79, 81, 84, 152,
158, 170
- lesonis 15, 16, 279, 280, 281, 285,
289, 290, 291, 292, 294, 298,
300, 304, 310, 311, 313, 317,
318, 330, 477
- mayor 16, 30, 31, 39, 44, 45, 52, 58
- Mede 18, 74, 85, 220, 222
- Medjai 42, 43, 47, 67
- Nehesiu 42
- Nobadae 13, 389, 441, 442
- nomikarios 468
- notary public 424, 425, 431
- Nubian 13, 30, 42, 60, 64, 419, 426
- ordinarius 399, 400, 401, 449, 457,
478, 485, 552, 553, 555, 556,
561, 563
- ordinarius 399, 400, 401, 449, 457,
478, 485, 552, 553, 555, 556,
561, 563
- overseer-of-land 280, 308, 309
- pastophoros 282, 315, 316, 326, 357,
358, 361, 371, 372
- praeses 399, 400
- priest 1, 15, 16, 17, 18, 31, 32, 44, 46,
47, 48, 49, 50, 51, 52, 53, 56,
78, 82, 83, 84, 87, 125, 130,
133, 135, 136, 139, 140, 142,
145, 146, 147, 148, 150, 186,
278, 279, 280, 281, 282, 283,
285, 287, 289, 290, 291, 294,
295, 301, 304, 305, 310, 315,
319, 320, 324, 325, 330, 338,
339, 340, 351, 352, 353, 354,
356, 371, 374, 402, 406, 412,
414, 416, 428, 445, 446, 449,
450, 462, 464, 467, 483, 517,
535, 536, 537, 543, 550, 555,
557, 563, 564, 568, 571, 573,
593, 600, 605, 606
- primicerius 399, 400, 478, 552
- priores 399, 400, 478
- prophet 15, 17, 33, 34, 48, 49, 53, 56,
279, 281, 285, 293, 301, 302,

- 303, 315, 316, 319, 320, 324,
325, 327, 328, 334, 335, 340,
344, 345, 351, 353
provisioner 437
reporter 16, 30, 35, 36, 38, 39, 40, 41
satrap 15, 16, 74, 78, 82, 113, 115,
279, 285, 289, 290, 294, 408
ship's scribe 280, 348, 349, 351, 352,
353, 354
songstress 60, 64, 67, 70
syngraphophylax 412
Thebarch 280, 477
topogrammatetus 280
tribune 399, 400, 492
troop commander 12, 78, 82, 83, 130,
131, 139, 140, 146, 191, 192,
195, 196, 234, 255, 281, 322
vicarius 392, 399, 400, 453, 458, 483,
505, 512, 535, 536, 537, 543,
551, 552, 553, 555, 557
vizier 15, 16, 30, 35, 38, 39, 40, 41,
48, 50
votaress 58
warden 395, 397, 551, 557, 559

DEITIES

- Amun 13, 44, 45, 51, 53, 58, 60, 61,
62, 63, 64, 66, 67, 68, 69, 70,
284, 324, 361
Anukis 52, 58, 69, 281, 287, 339, 340,
351, 353
Arensnouphis 281, 287, 351, 352, 357
Banit 13, 18, 26, 75, 85, 93, 94, 95, 96,
97, 99, 104, 105, 157
Bethel 18, 26, 75, 85, 89, 90, 91, 102,
110, 111, 236, 262, 263
Christ 12, 19, 20, 26, 27, 386, 389,
390, 393, 395, 402, 403, 404,
405, 406, 438, 457, 468, 499,
504, 530, 535, 539, 540, 552,
562, 567, 605, 607
God 32, 58, 69, 80, 84, 108, 130, 131,
137, 140, 143, 144, 145, 146,
147, 148, 151, 159, 186, 196,
208, 212, 213, 216, 217, 220,
221, 223, 237, 241, 242, 245,
246, 248, 251, 389, 393, 402,
403, 438, 439, 442, 457, 472,
478, 483, 484, 499, 501, 505,
509, 528, 531, 536, 537, 538,
548, 572, 581, 582, 583, 584,
592, 606, 607
Harakhty 44, 45, 58, 69
Haroueris 319
Horus 33, 66, 284, 315, 316, 327
Isis 62, 281, 284, 285, 321, 322, 327,
329, 341, 352, 364, 395
Khnum 1, 13, 15, 16, 17, 18, 27, 31,
46, 47, 48, 49, 51, 52, 53, 54,
55, 56, 58, 60, 63, 65, 68, 69,
70, 75, 78, 82, 84, 85, 88, 89,
92, 102, 103, 130, 132, 133,
135, 139, 148, 163, 213, 217,
224, 239, 243, 252, 254, 271,
274, 278, 279, 280, 281, 282,
284, 285, 287, 288, 289, 290,
291, 292, 293, 294, 295, 296,
297, 298, 299, 300, 301, 302,
303, 306, 307, 308, 309, 310,
311, 312, 313, 314, 315, 317,
318, 319, 320, 321, 322, 326,
327, 334, 335, 338, 339, 340,
341, 343, 345, 349, 350, 351,
352, 353, 354, 355, 356, 357,
358, 360, 361, 362, 371, 372,
374, 377, 378, 379, 380, 381,
382, 383, 384, 385, 477
Meritseger 66
Nabu 13, 18, 26, 75, 76, 77, 82, 83,
85, 89, 90, 92, 93, 94, 96, 98,
102, 103, 104, 105, 115, 121,
122, 123, 157, 163, 164, 170,
173, 175, 188, 189, 190, 199,
201, 205, 207, 236, 247, 252,
262, 264
Nikephoros 334
Osiris 284, 327, 328, 339, 340, 341,
342, 345, 356, 357, 358, 364,
424
Osiris-Onnophris 341
Ptah/Ptah 13, 75, 90, 93, 96, 99, 102,
104, 164, 349, 353, 257

- Queen of Heaven 18, 75, 89
 Re 30, 34, 44, 47, 58, 60, 64, 69, 282,
 284, 292, 296, 319, 321, 326,
 349, 352, 431, 500, 503, 515
 Samanouphis 388, 436
 Satis 58, 69, 158, 161, 179, 180, 189,
 191, 192, 206, 213, 247, 248,
 250, 260, 281, 287, 292, 324,
 339, 340, 354, 357, 372, 395,
 457, 462, 465, 468, 469, 471,
 473, 475, 478, 483, 484, 485,
 489, 497, 502, 505, 507, 512,
 514, 516, 517, 519, 525, 528,
 534, 537, 539, 545, 547, 549,
 570, 580, 581, 586
 YHW 17, 18, 80, 84, 107, 108, 130,
 137, 140, 142, 143, 144, 145,
 146, 147, 151, 158, 159, 161,
 196, 205, 212, 213, 216, 217,
 223, 237, 241, 242, 245, 246,
 248, 249, 251, 266, 402
 Zeus 389, 438

HOUSES AND BOATS

- apartment 216, 223, 237, 242, 246,
 252, 394, 407, 455, 480
 appurtenance 246, 480, 481, 510, 512,
 522, 523, 524, 527, 528, 541,
 542
 bedroom 394, 395, 407, 456, 480, 481,
 509, 541, 542, 550, 554, 565
 boat 14, 15, 16, 31, 53, 54, 56, 60, 61,
 77, 82, 83, 104, 105, 115, 116,
 117, 121, 122, 123, 124, 345,
 486, 488, 489, 495, 497, 506,
 595
 boundaries 20, 81, 82, 160, 166, 184,
 186, 196, 197, 213, 214, 217,
 218, 224, 239, 240, 243, 244,
 245, 248, 249, 393, 431, 432,
 444, 448, 452, 453, 482, 510,
 511, 523, 527, 532, 541, 542
 church 13, 389, 395, 441, 442, 445,
 449, 458, 462, 464, 512, 536,
 551, 556, 561, 563, 564, 568,
 570, 571, 593
 courtyard 23, 213, 223, 224, 237, 238,
 239, 242, 394, 421, 443, 444,
 445, 447, 448, 449, 481, 522,
 523, 527, 530, 531, 532, 533,
 534, 542, 550, 552, 553, 554,
 556, 557, 558, 559, 563, 564,
 565, 566, 567, 575
 description 20, 32, 35, 71, 81, 115,
 196, 200, 213, 217, 223, 239,
 242, 248, 249, 357, 372, 390,
 393, 427, 444, 447, 452, 474,
 481, 523, 527, 531, 532, 606
 gateway 78, 141, 146, 152, 153, 155,
 156, 239, 249, 452, 481, 512,
 522, 523, 527, 541
 living room 23, 394, 407, 475, 575
 location 2, 213, 393, 395, 431, 444,
 448, 452, 456, 510, 523, 527,
 531, 541
 measurements 23, 166, 174, 214, 217,
 218, 224, 238, 239, 240, 247,
 248, 249, 250, 286, 336
 monastery 395, 402, 467, 480, 483,
 532, 554
 oratory 395
 pedigree 19, 20, 81, 185, 212, 216,
 237, 238, 247, 248, 255, 349,
 352, 353, 357, 358, 372, 373,
 393, 426, 431, 444, 448, 452,
 456, 482, 488, 501, 510, 511,
 523, 524, 527, 531, 532, 541
 price 15, 16, 20, 21, 22, 47, 52, 81,
 180, 213, 246, 247, 248, 250,
 255, 393, 394, 417, 426, 427,
 432, 444, 445, 447, 449, 453,
 459, 460, 461, 462, 482, 483,
 486, 488, 489, 490, 500, 501,
 511, 512, 514, 524, 525, 526,
 528, 532, 533, 534, 542, 543,
 544, 545
 quarter 4, 10, 14, 23, 26, 82, 107, 110,
 162, 168, 169, 175, 180, 181,
 193, 197, 209, 210, 218, 219,
 223, 225, 257, 278, 358, 360,
 372, 395, 400, 402, 448, 474,
 495, 497, 510, 540, 541, 542

- road 196, 357, 371, 401, 404, 437,
448, 452, 523, 527, 532
- roof 44, 78, 141, 146, 152, 348, 351,
358, 394, 452, 455, 456, 480,
522, 523, 531, 533, 540, 541,
542, 544, 575
- room 4, 5, 10, 23, 24, 80, 152, 177,
208, 216, 217, 223, 238, 239,
242, 243, 246, 248, 249, 388,
394, 396, 407, 408, 431, 432,
443, 444, 445, 451, 452, 455,
456, 461, 462, 480, 481, 508,
509, 510, 512, 522, 523, 527,
540, 541, 542, 560, 561, 565,
566, 569, 575, 605, 607
- share 14, 23, 26, 74, 77, 113, 114, 123,
164, 199, 200, 201, 208, 216,
218, 237, 246, 255, 256, 278,
283, 343, 346, 349, 353, 354,
357, 358, 361, 363, 371, 372,
373, 388, 389, 392, 394, 395,
396, 412, 413, 429, 430, 431,
432, 438, 439, 455, 456, 461,
462, 464, 474, 480, 481, 482,
483, 492, 494, 495, 496, 497,
500, 501, 503, 508, 509, 510,
511, 512, 513, 514, 515, 518,
522, 523, 524, 525, 526, 527,
528, 530, 531, 532, 533, 534,
540, 541, 542, 544, 545, 554,
555, 556, 557, 558, 559, 562,
565, 567, 573, 575, 577, 578,
603
- stairs 394, 452, 512
- story 2, 18, 23, 26, 30, 152, 351, 394,
451, 486, 493, 508
- street 156, 164, 186, 213, 217, 243,
249, 314, 395, 431, 444, 482,
508, 522, 527
- temple 15, 16, 17, 26, 30, 31, 44, 46,
48, 49, 56, 75, 82, 125, 142,
146, 278, 279, 280, 281, 282,
283, 285, 289, 301, 302, 308,
309, 310, 311, 313, 317, 319,
320, 326, 330, 344, 349, 351,
352, 353, 356, 357, 358, 371,
372, 373, 388, 395, 428
- terrace 278, 281, 282, 339, 394, 455,
456, 480, 481, 508, 509, 512,
522, 523, 527, 540, 541, 542

CALENDAR

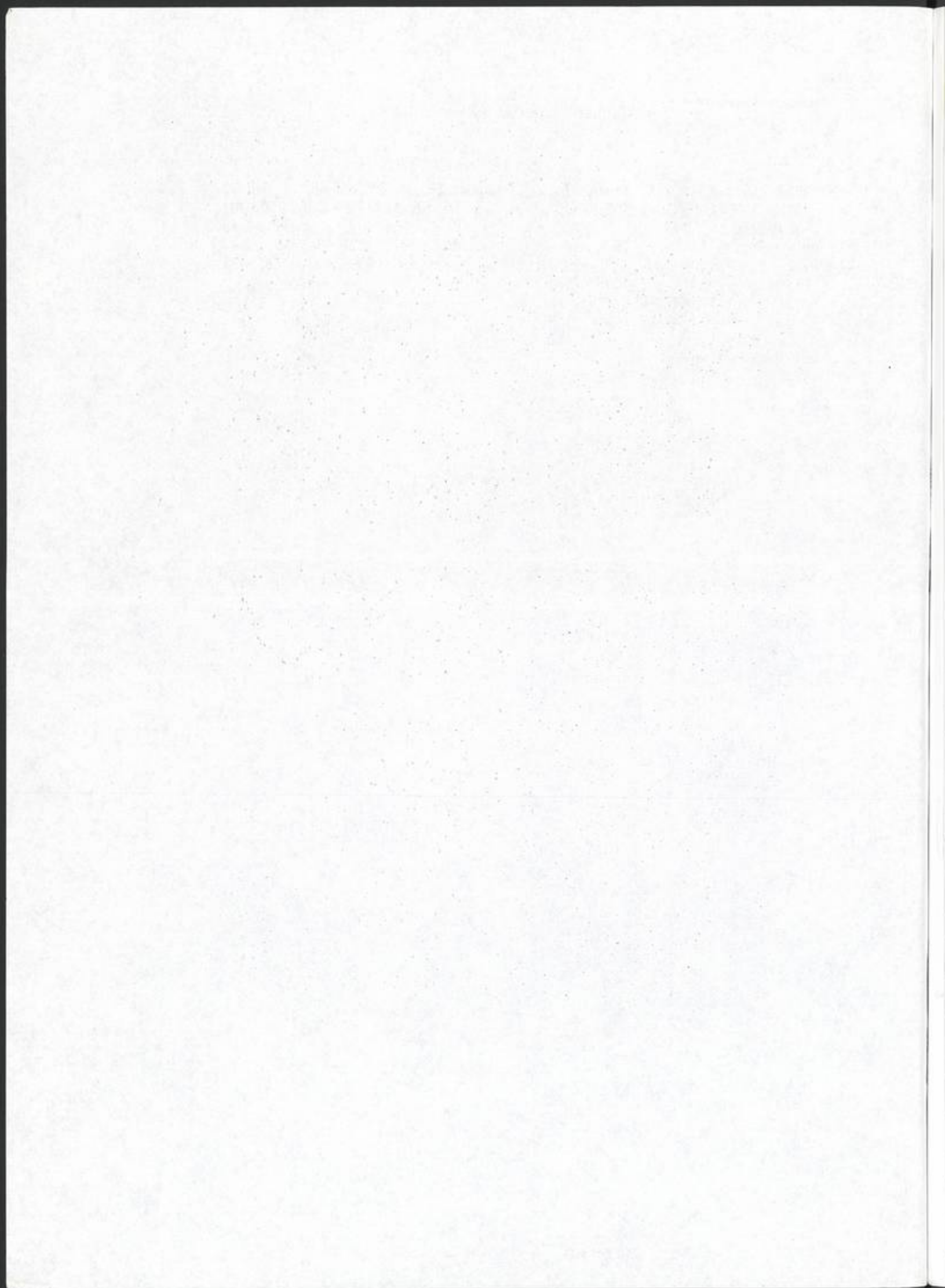
- Ab 188, 208
- Adar 242
- Choiak 242, 291, 330, 340, 422, 423,
424
- consulship 438, 443, 447, 451, 459,
464, 470, 474, 478, 484, 487,
515, 518, 522, 526, 530, 535,
540
- Elul 86, 152, 191, 212, 245, 274
- Epheiph 178, 216, 226, 255, 302, 303,
312, 330, 464, 465
- Hathyr 199, 299, 308, 309, 321, 323
- indiction 393, 438, 443, 447, 451, 459,
464, 465, 466, 468, 470, 473,
474, 478, 480, 484, 487, 491,
496, 500, 503, 506, 509, 513,
515, 518, 521, 522, 526, 530,
535, 540, 546, 548, 571, 572,
583, 584, 585, 586, 587, 588,
589
- Kislev 158, 165, 173, 184, 195, 202
- Marcheshvan 114, 144, 147, 237
- Mecheir 109, 292, 313, 314, 363, 371,
421, 434, 435, 459, 464, 465,
518, 535, 548
- Mesore 165, 173, 184, 237, 303, 324,
325, 348, 428, 513, 521, 583
- Nisan 126
- Payni 191, 212, 234, 259, 297, 298,
311, 312, 316, 330, 363, 364,
466, 491, 496, 509, 571, 581,
584
- Phamenothe 205, 220, 264, 300, 319,
320, 330, 333, 334, 345, 357,
434, 435, 451, 470, 473, 484,
500, 506, 540, 546, 587, 608
- Phaophi 262, 306, 307, 312, 329, 352,
522, 589
- Pharmouthi 208, 223, 265, 294, 312,
374, 426, 431, 432, 437, 468

- Shebat 199
 Sivan 205, 220
 Tammuz 140, 143, 146, 147, 223
 Tebeth 122
 Thoth 56, 158, 195, 202, 246, 248,
 252, 257, 258, 294, 295, 304,
 305, 317, 318, 326, 360, 361,
 366, 433, 474, 515, 571, 584
 Tishri 178, 216, 226, 234
 Tybi 112, 312, 330, 417, 438, 530,
 593

TOPONYMS

- Cyrene 387
 Cyrene 388, 424
 Memphis 13
 Panopolis 448
 Abydos 76, 78, 130, 131, 279, 327
 Afonti 281, 322, 424
 Alexandria 17, 278, 279, 310, 315,
 387, 408, 416, 434, 435
 Antinoopolis 393, 395, 399, 495, 499,
 508, 552, 556, 558
 Apollonopolis 486, 488, 525, 558
 Apsaralei 487
 Arcadia 387, 412, 413, 414, 415, 416
 Bigeh 47, 278, 281
 Contra 278, 361, 389, 390, 408, 415,
 416, 441, 605
 Coptite 467
 Coptos 467
 Cos 387, 408
 Crete 127, 387, 412
 Cyrene 408, 414
 Cyrenea 387, 388, 424
 Diocletianopolis 467, 468
 Eilithyaspolis 388, 428
 el-Kab 279, 331, 333, 388
 Field of Elephantine 278, 343, 363,
 364
 Gela 387, 408, 410
 Hermonthis 399, 535, 536, 537, 557
 Hermonthite 459, 464
 Kerameos 459
 Maronea 387, 412, 413
 Memnonion 459, 464
 Memphis 74, 75, 76, 78, 82, 83, 93,
 107, 109, 110, 111, 112, 127,
 128, 278, 279, 356
 Ombo 58, 406, 420, 458, 487, 535,
 536, 560, 564
 Pampan 406, 480, 483, 554
 Panopolis 564
 Panopolite 422, 424
 Philae 1, 278, 279, 281, 285, 301, 304,
 308, 309, 319, 320, 326, 329,
 330, 389, 398, 399, 400, 401,
 441, 442, 449, 452, 454, 520,
 523, 527, 534, 550, 559, 561,
 562, 564
 Syene 1, 5, 6, 11, 12, 13, 14, 18, 20,
 22, 26, 52, 74, 75, 76, 81, 82,
 83, 84, 89, 91, 92, 93, 95, 96,
 98, 99, 101, 102, 104, 133, 140,
 146, 153, 158, 162, 164, 170,
 173, 175, 178, 184, 185, 188,
 189, 196, 199, 208, 212, 234,
 252, 253, 254, 278, 279, 280,
 281, 283, 287, 289, 296, 319,
 320, 321, 322, 330, 372, 375,
 386, 388, 389, 392, 393, 396,
 398, 399, 400, 401, 402, 406,
 420, 421, 422, 424, 426, 429,
 431, 434, 435, 437, 441, 443,
 444, 445, 446, 447, 448, 449,
 450, 451, 452, 453, 454, 455,
 456, 457, 458, 459, 461, 462,
 464, 466, 467, 468, 469, 470,
 471, 472, 473, 474, 475, 476,
 480, 481, 482, 483, 484, 485,
 486, 487, 488, 489, 490, 491,
 493, 496, 498, 500, 502, 503,
 505, 506, 507, 508, 509, 510,
 512, 513, 514, 515, 517, 518,
 519, 520, 521, 522, 523, 524,
 525, 526, 527, 528, 529, 530,
 531, 532, 533, 534, 535, 536,
 538, 539, 540, 541, 542, 543,
 546, 547, 548, 549, 550, 551,

- 552, 553, 554, 555, 556, 557,
558, 559, 560, 561, 562, 563,
564, 566, 568, 572, 583
Temnos 387, 408
Thebaid 15, 16, 280, 311, 313, 314,
389, 399, 424, 425, 426, 429,
431, 438, 441, 442, 477, 478
- Thebes 13, 30, 35, 60, 68, 76, 78, 82,
85, 86, 128, 133, 278, 279, 301,
302, 303, 308, 309, 311, 313,
324, 331, 332, 336, 339, 347,
389, 393, 459, 464, 466, 477,
608



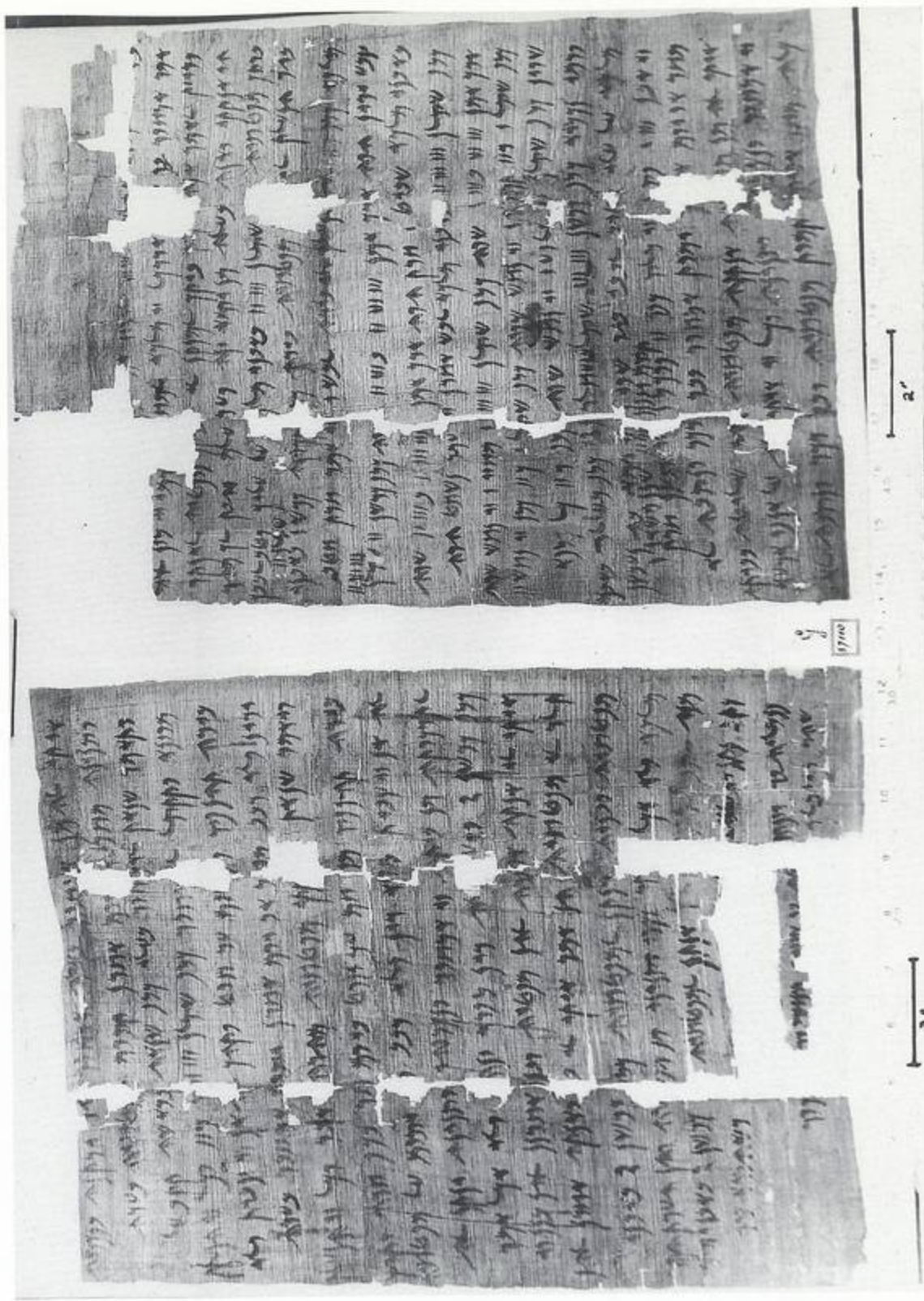


PLATE 1. Aramaic Document of Wifehood (TAD B2.6 [B28]) = Cairo SR 3651, J. 37110 (Courtesy of the Egyptian Museum, Cairo)

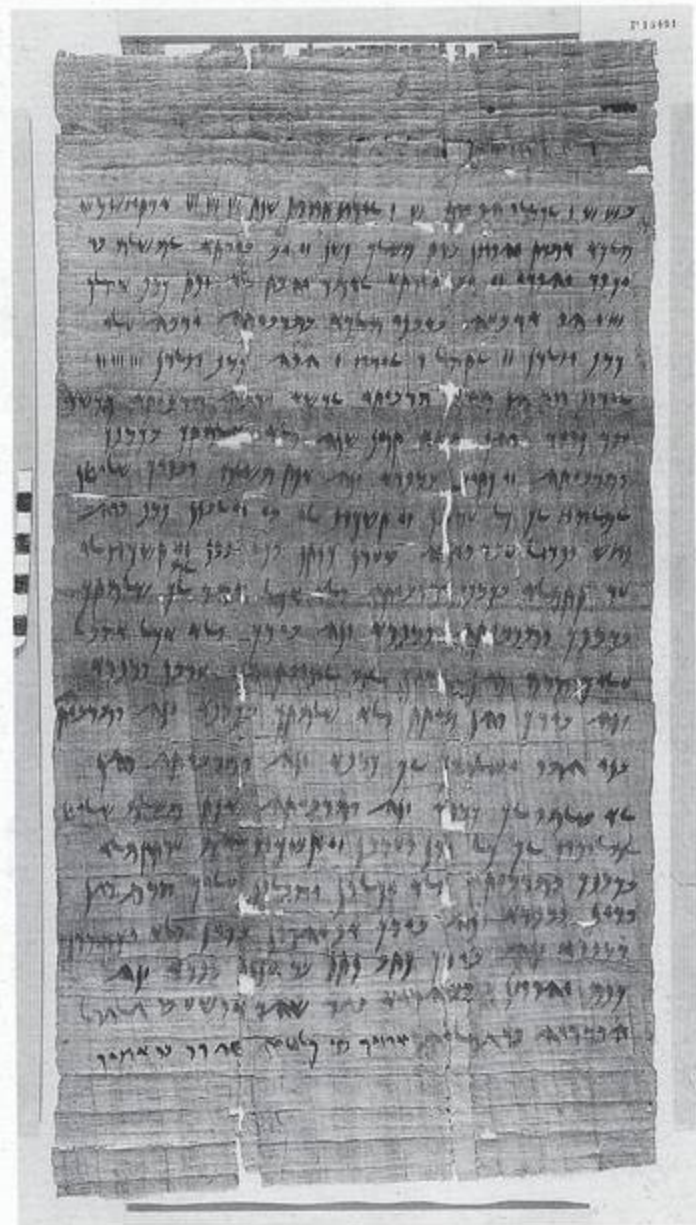
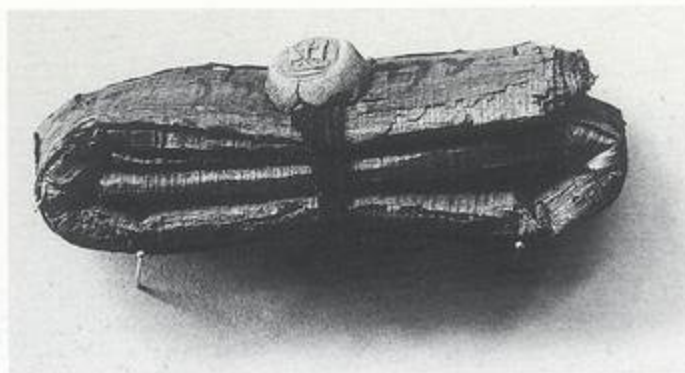


PLATE 3. Aramaic Loan Document (TAD B4.2 [B48]) = P. Berlin
13491 roll and unrolled
(Courtesy of the Staatliche Museen zu Berlin)

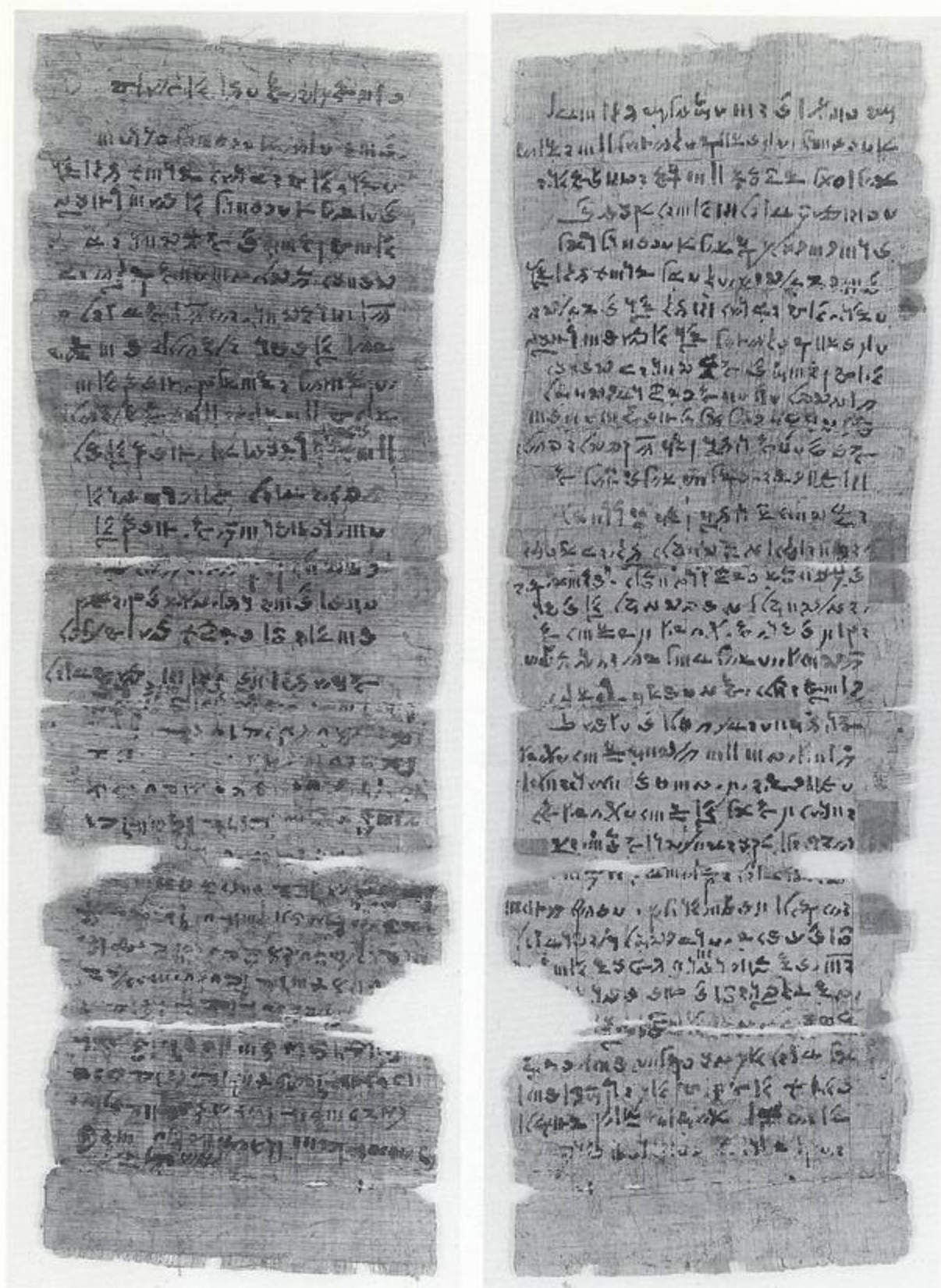


PLATE 4. Demotic Oracle (P. Dodgson [C26]) = P. Ashmolean Museum 1932-1159 recto and verso
(Courtesy of the Ashmolean Museum)

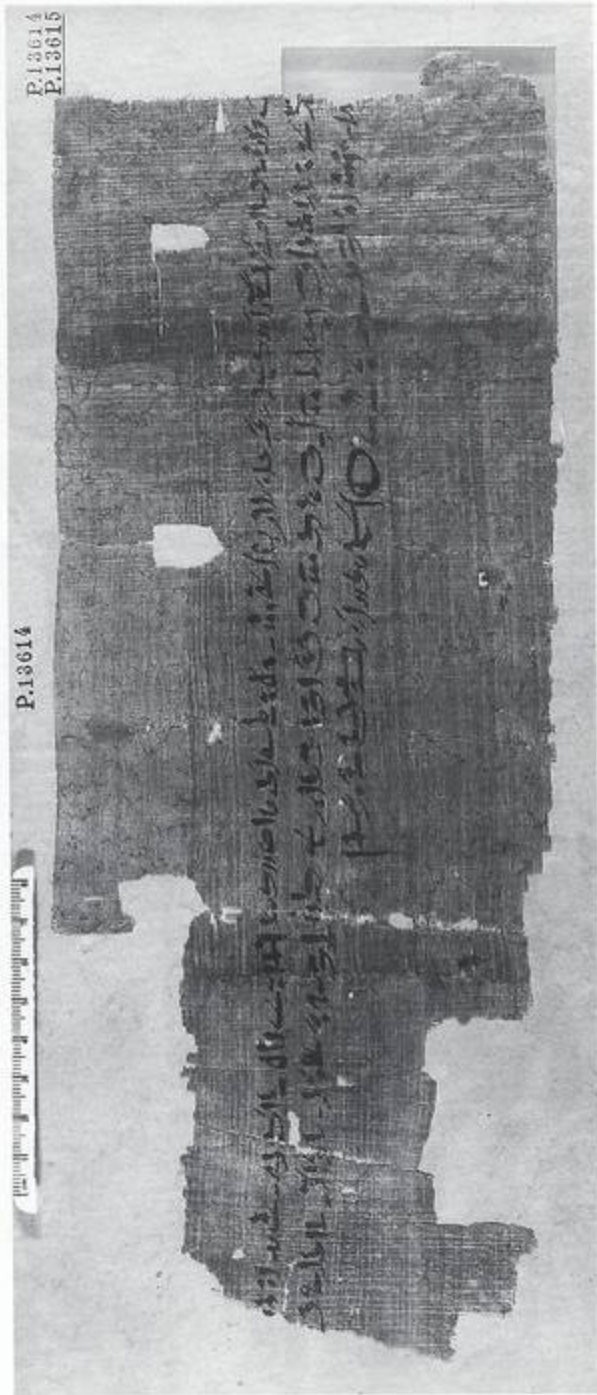


PLATE 5. Demotic Matrimonial Arrangements (*P. Berlin 13614* [C27]) = *P. Berlin 13614* recto and verso
 (Courtesy of the Staatliche Museen zu Berlin)

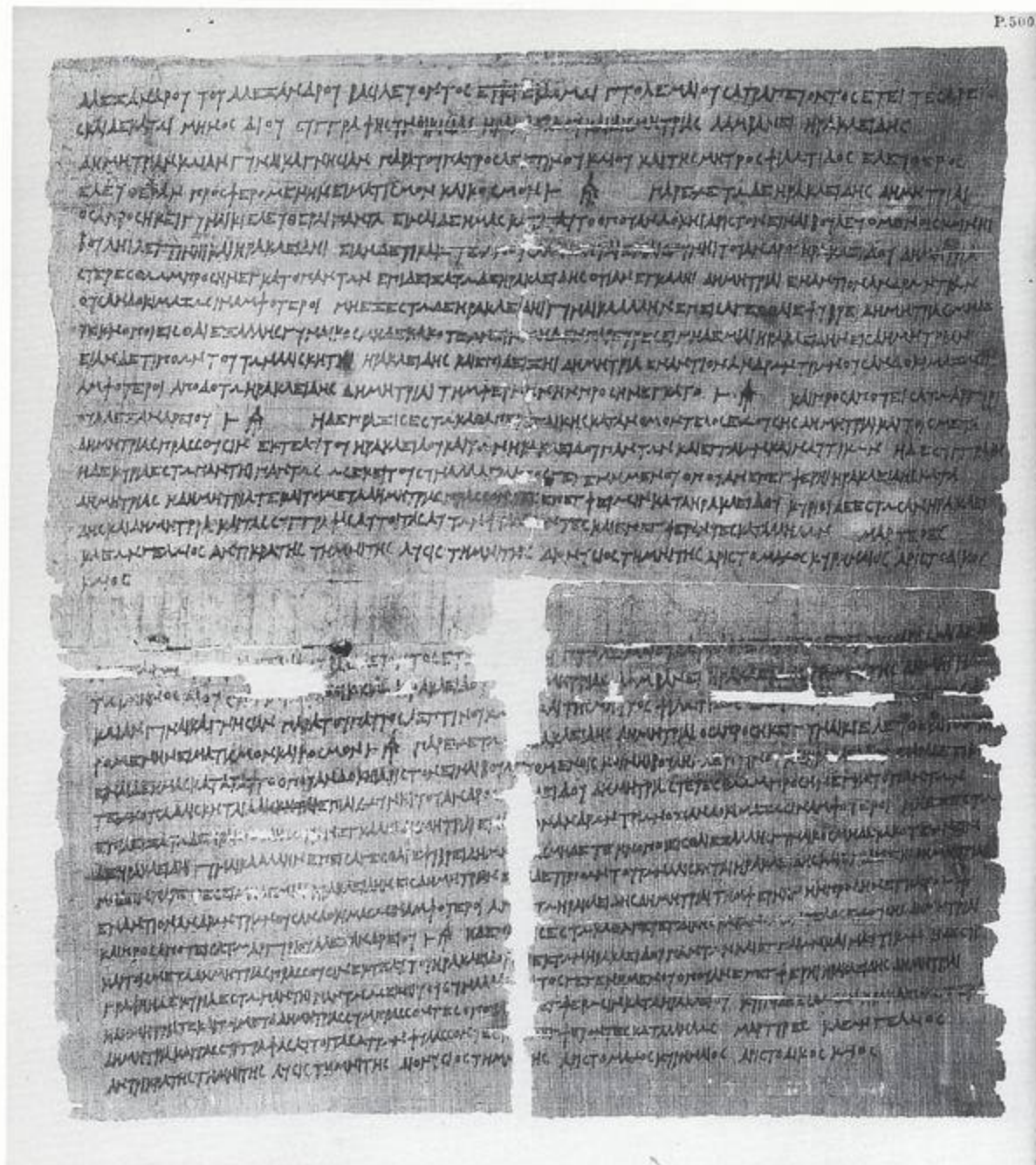


PLATE 6. Greek Matrimonial Arrangements (P. Eleph. 1 [D2]) = P. Berlin 13500
(Courtesy of the Staatliche Museen zu Berlin)

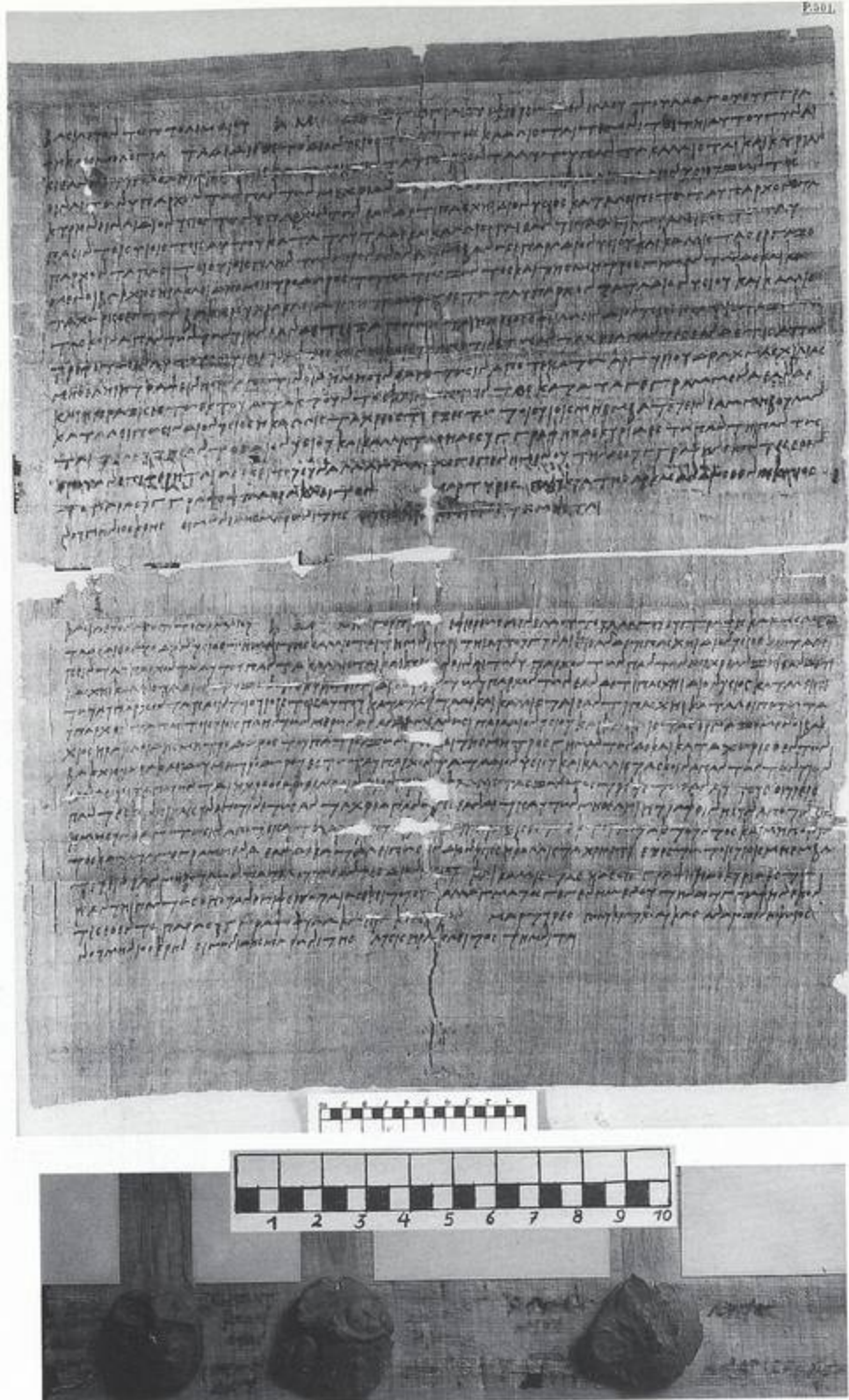


PLATE 7. Greek Will (P. Eleph. 2 [D3]) = P. Berlin 13501 recto and verso
(Courtesy of the Staatliche Museen zu Berlin)

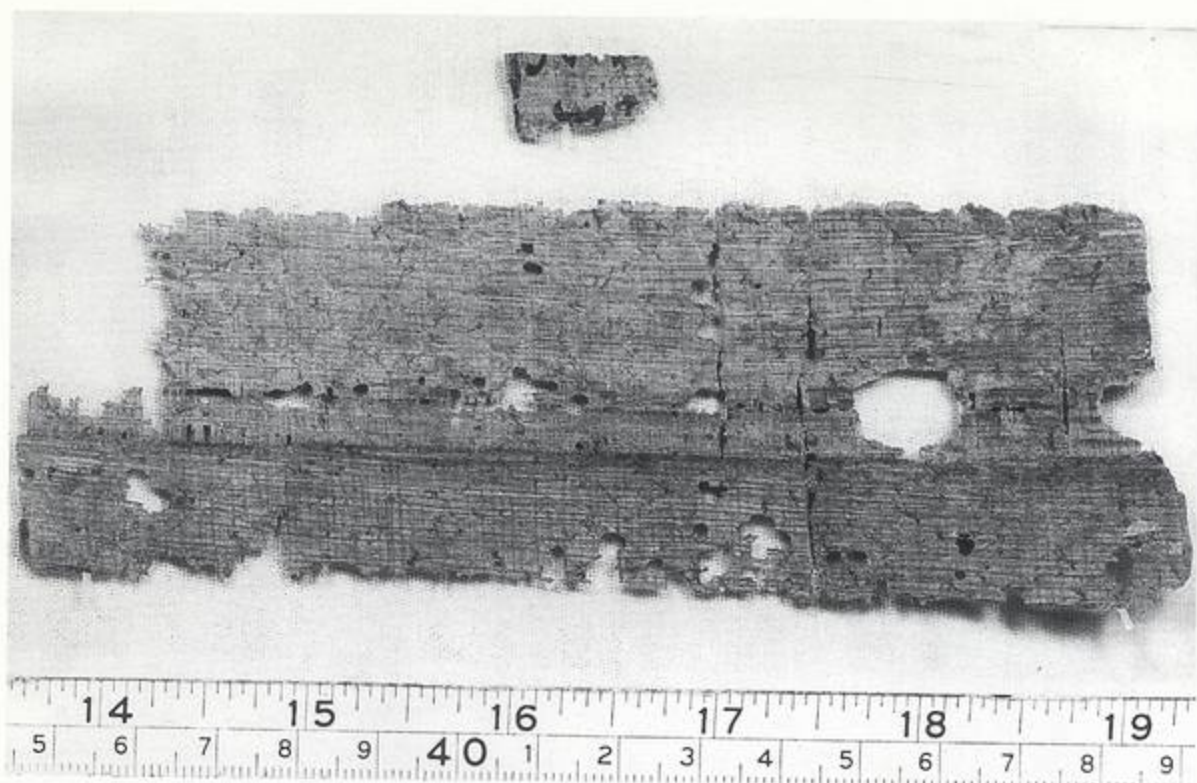


PLATE 8. Greek Military Despatch (SB 1 5111 [D7]) = Cairo SR 3463, J. 43500 verso and recto
 (Courtesy of the Egyptian Museum, Cairo)

Fragment of a Greek papyrus manuscript, showing several lines of text written in a cursive hand. The fragment is heavily damaged, with significant tearing and missing sections, particularly at the top and bottom edges. The text is written in dark ink on a light-colored, fibrous papyrus surface. The script is a form of cursive used in antiquity, likely for administrative or legal documents. The fragment is mounted on a dark background.

PLATE 9. Greek Manumission (P. Edmonstone [D18]) = Private Collection (Courtesy of the Owner)

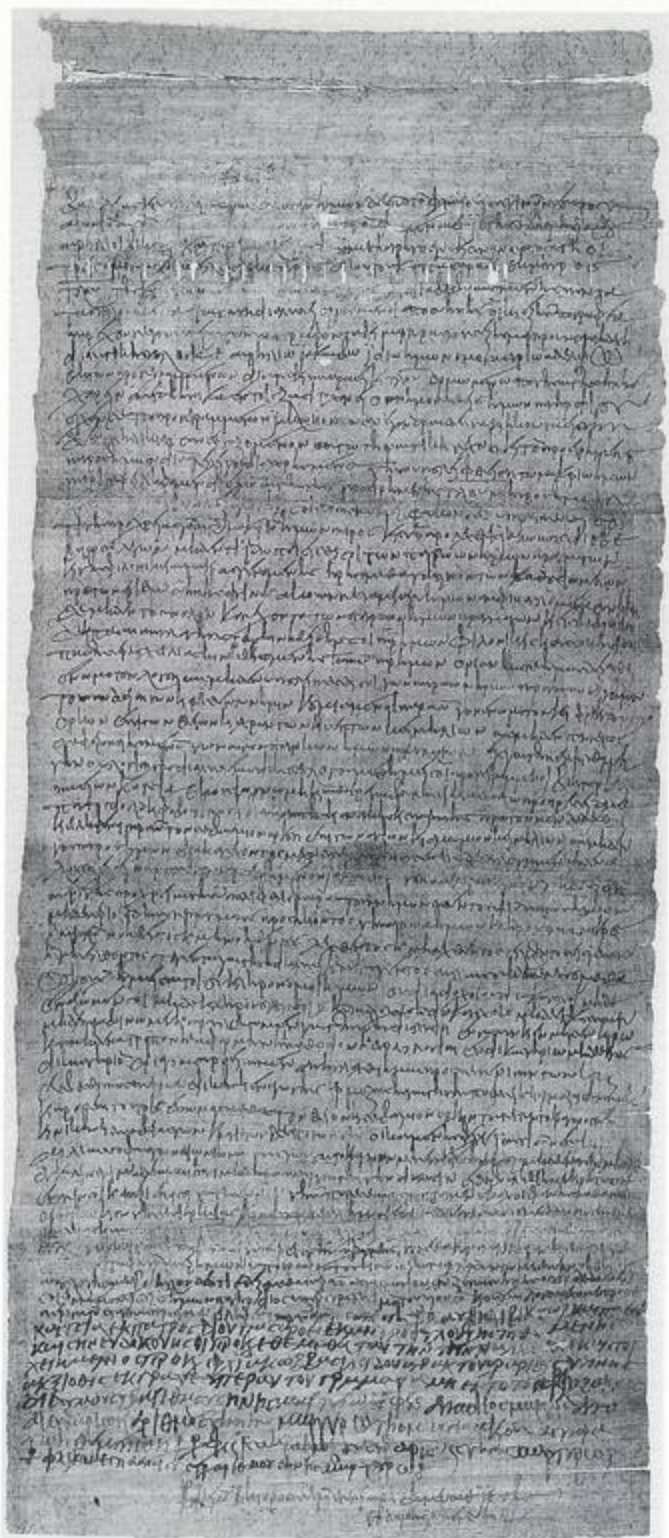


PLATE 10. Greek Arbitration (P. Münch. 1 [D29]) = P. Münch. 1
recto and verso
(Courtesy of the Bayerische Staatsbibliothek München)



PLATE 11. Arabic Nuptial Agreement (P. Or. Inst. 10552r [F2]) = P. Or. Inst. 10552 recto (Courtesy of the Oriental Institute of the University of Chicago)





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