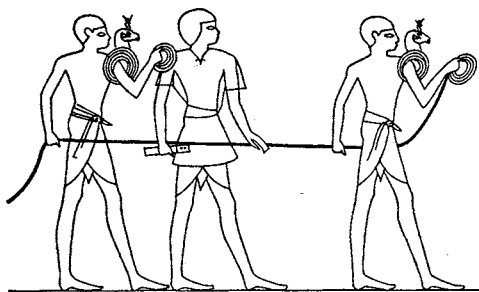


THE ORIENTAL INSTITUTE OF THE UNIVERSITY OF CHICAGO
STUDIES IN ANCIENT ORIENTAL CIVILIZATION · NO. 28

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SAITE DEMOTIC LAND LEASES



BY GEORGE ROBERT HUGHES

THE ORIENTAL INSTITUTE OF THE UNIVERSITY OF CHICAGO

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PREFACE

This study was first completed in 1939, but owing to the intervening war and the pressure of other work it has not been possible for me to return to the manuscript for more than minor additions and corrections. For this reason I have not been able to give greater treatment, for example, to the pertinent material in Professor Girgis Mattha's admirable work Demotic Ostraka (see pp. 74 ff.).

I am indebted to M. Jacques Vandier, Conservateur du Louvre, for supplying me with the photographs of Papyri Louvre E. 7844 (Pl. II) and Louvre E. 7845 A (Pl. III) and for obtaining for me the permission of the Museum authorities to reproduce and publish them. To his courtesy I owe also the use of photographs of several other papyri from Amasis' reign in the Louvre, which have been of great aid in the study of the leases of that reign. To Mr. Sidney Smith and the Trustees of the British Museum I express appreciative acknowledgment of the photograph of Papyrus BM 10432 (Pl. I) and of the permission to publish it.

To Professor William F. Edgerton, under whom this study was prepared as a doctoral dissertation, I owe guidance in the work and painstaking criticism of the manuscript. I am also indebted to him for having allowed me to use Spiegelberg's manuscript demotic dictionary and for freedom in the use of Spiegelberg's files, now his, from which came several photographs of demotic papyri that would otherwise have remained unknown to me.

Professors John A. Wilson and Keith C. Seele have both made valuable suggestions after carefully reading the manuscript. Professor Richard A. Parker and Dr. Charles F. Nims have contributed much through sharing their experiences with demotic contracts.

The work owes its ultimate appearance in print to Professor Seele, chairman of the Oriental Institute Publication Committee, and to Director Carl H. Kraeling, who manifested interest in it and made possible its inclusion in this series.

GEORGE R. HUGHES

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LIST OF ABBREVIATIONS

- ÄZ Zeitschrift für ägyptische Sprache und Altertumskunde.
Berlin, 1863_____.
- BM British Museum.
- Griffith, Rylands
Griffith, F. Ll. Catalogue of the Demotic Papyri in the
John Rylands Library, Manchester. Manchester, 1909.
- JEA Journal of Egyptian Archaeology. London, 1914_____.
- PSBA Proceedings of the Society of Biblical Archaeology.
London, 1879-1918.
- Reich, Pap. jur. Inhalts
Reich, N. J. Papyri juristischen Inhalts in hieratischer
und demotischer Schrift aus dem British Museum. Wien,
1914.
- Revillout, Contrats
Revillout, E. Contrats égyptiens archaïques, démotiques,
araméens. Paris, 1911-12.
- Revillout, Corpus
Revillout, E. Corpus Papyrorum Aegypti, I: Papyrus
démotiques du Louvre. Paris, 1885-1902.
- Revillout, Notice
Revillout, E. Notice des papyrus démotiques archaïques.
Paris, 1896.
- Sethe, Bürgschaftsurk.
Sethe, K., and Partsch, J. Demotische Urkunden zum
ägyptischen Bürgschaftsrechte vorzüglich der Ptolemäer-
zeit. Leipzig, 1920.
- Spiegelberg, Dem. Pap. Berlin
Spiegelberg, W. Demotische Papyrus aus den königlichen
Museen zu Berlin. Leipzig, 1902.
- Spiegelberg, Dem. Pap. Kairo
Spiegelberg, W. Die demotischen Denkmäler, II: Die
demotischen Papyrus, I-II. ("Catalogue général . . . du
Caire," Vols. XXXIX-XL.) Strassburg, 1908.
- Spiegelberg, Dem. Pap. Loeb
Spiegelberg, W. Die demotischen Papyri Loeb. München,
1931.

Spiegelberg, Dem. Pap. Strassburg

Spiegelberg, W. Die demotischen Papyrus der Strassburger
Bibliothek. Strassburg, 1902.

Spiegelberg, Pap. Th. Reinach

Spiegelberg, W. "Papyrus démotiques," Papyrus Th. Reinach:
Papyrus grecs et démotiques. Part IV. Edited by Th. Reinach.
Paris, 1905.

Thompson, Family Archive

Thompson, Sir Herbert. A Family Archive from Siut. Oxford,
1934.

INTRODUCTION

Of no country can it be said more truly than in the case of ancient Egypt that agriculture was the basis of its entire culture. This statement assumes even greater significance when it is set against the unlikely character of the country. A practically rainless, narrow strip of tillable land in the midst of a desert, the product of a river whose water level is so low as to make irrigation almost impossible a considerable part of the year is not on the face of it the most likely locale for an agriculture capable of bearing the weight of a great civilization. And yet it became so. The nature of the country, the river, and the climate not only supported that agriculture and gave it its own unique character but through that agriculture evoked the development of a complex economy and a centralized state. The river and its annual inundation of the country inevitably molded the thinking and conduct of the people in most aspects. It early bound the vastly long country together as a means of transport. The facts that its rise might be disastrous if too high or too low and that it was not a continuously abundant source of water made community enterprise an eventual necessity. The need for increasingly more elaborate systems of irrigation and conservation of water placed a premium upon co-ordination of effort over ever larger areas. In turn, the highly centralized state in the form of an absolute monarchy, to maintain itself in all its necessary and adopted functions, demanded ever more efficient use of the land, its ultimate source of wealth.

The Ancient Egyptian Farmer

In theory all the land belonged to Pharaoh throughout Egyptian history. In practice nobles and courtiers and soldiers received sometimes extensive gifts of land from Pharaoh as rewards or for other reasons. The gifts could be and were on occasion withdrawn. They were thus not held as a freehold, but they could be sold and passed on as inheritance. A goodly part of all the land must have remained in Pharaoh's estate and have been administered by his agents. The largest landowners beside Pharaoh, particularly from the New Kingdom on, were the great temple foundations.

What may have been the condition of the people closest to the land, the cultivators and husbandmen who did the work, it is difficult to say. There appears no likelihood that in historic times there ever was any large body of small landholders who managed and worked their plots themselves before the late New Kingdom, when there seems to have developed a class of small

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holders or lessees such as we see in the Saite leases who had their plots farmed by slaves and hired workers. It would appear that the lowest classes were largely serfs on the domains of Pharaoh, the wealthy, and the temples.

The classic picture of the farmer from the Old Kingdom on, gained from the depictions in the tombs of the wealthy, is that of a worker on the domains and estates. His fortunes and status probably varied with the fortunes and strength of the great powers in the land. The classic descriptions of the lot of the farmer, though they exaggerate his wretchedness in contrast to the advantages of being a scribe, still assume for him a certain autonomy. It is his misfortune to have to worry not only about the hazards of pests and weeds and thieves but also about the lack of grain when the scribe comes to register the harvest-tax, and about the fine exacted by the overseer of cattle for the hired yoke of oxen that has died. He is a man put in charge of too many fields and responsible for the taxes. It would seem that he has little choice about how much or what land he will farm or what he will sow, to say nothing of the taxes he must pay.¹ It is indicative of the unenviable status of such a farmer that to be "put as a cultivator" on a temple estate, for instance, is the penalty for breaking certain prohibitions in the Nauri Decree of Seti I (ca. 1300 B.C.) after the transgressor's nose and ears have been cut off.²

Our knowledge of the legal and economic condition of the ancient Egyptian farmer is necessarily sketchy owing to the indirectness of the evidence. There are, for example, no farming agreements or contracts for the letting of land from ancient Egypt prior to those from the sixth century B.C. studied in this book. In consequence no such description of the tenure and leasing of land is possible for earlier Egypt as may be drawn for Babylonia from a considerable body of leases.³ The absence of such written agreements from the earlier periods does not necessarily mean that they were never entered into or that they were never written. They probably were not generally or in large numbers. The generality of Egyptian farmers bore such a relationship to their overlords that it was scarcely a matter for a bilateral agreement. To my knowledge, the only written document from Egypt prior to the sixth century which faintly resembles a lease of land is a letter from the Twenty-first Dynasty (1085-950 B.C.).⁴ The writer had previously informed a tenant of his that the latter could no longer farm some of his land. Upon the writer's return home his wife had told him not to take the land from the tenant but to let him cultivate it still. Why the wife, the mistress of his house as he calls her, gave her husband that advice and why he accepted it so readily we are not told. In any case, when the letter arrived, the tenant was to return to the land, remove the reeds, and plant a portion with vegetables. Nothing is said about the terms on which the land was to

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be cultivated. It is significant, however, that the tenant was emphatically advised to use the letter if his right to farm the land was questioned and to keep it safely as his "witness."

The Saite Leases

Proceeding to the earliest extant leases from Egypt, we shall describe briefly what they are like and how they compare in content with the more numerous demotic leases of the Ptolemaic period. They may legitimately be called leases in the accepted sense. They are not assignments, for the landholder retained his hold of the land and only provided usufruct for a stipulated term in return for a consideration less than the value of the land. They are not simply farming arrangements in which the "lessee" was in effect hired to farm the land in return for a share of the crop. The somewhat enigmatic arrangement, Document V, comes near being such a contract of hire, but even there both the oxen and the land appear to be "leased."

The Saite leases are by no means verbose; indeed, they are unusually economical in setting forth only the bare necessities of the agreement. A number of the stipulations which we have learned to expect regularly in the Ptolemaic demotic leases appear only seldom or are not present at all. In the majority of cases such absences do not mean any difference in intent between the Saite and the Ptolemaic leases. As will be seen, many such absent stipulations were necessarily "implied conditions" in the earlier leases, but are explicit in the later ones.

Beginning with the parties to the leases, not much can be said except that none of the lessees appears to have been men who expected to farm the lands themselves. This is true in most later demotic leases also. Since the land in all seven Saite leases lay in the domain of the god Amon and sometimes was the tomb endowment of a deceased person, it is not surprising that the lessors should always be men with priestly titles. It is less natural that the lessees should sometimes be priests also (Docs. I, II and III) but of a lower order than the lessors. Even the lessee who is a herdsman (Docs. IV, V and VI) is a herdsman of the domain of the god Mont and another is a beekeeper in the domain of the same god (Doc. VII). Perhaps it is significant that they both lease land in the domain of Amon.

In demotic leases earlier than the Ptolemaic period the land is never described as consisting of a definite number of arouras as it commonly is in the Ptolemaic leases. For the purpose of these succinct contracts, the exact area was actually immaterial, for the rental was determined by a simple division of the produce. The land was identified simply by the popular name of the plot

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or of the area in which it was located. Its general location in the temple domain or occasionally the type of crop, e.g., "flax land," was deemed sufficient identification. Generally it was not considered necessary to bound the land, as was always done in Ptolemaic leases. In all probability the plots were small, amounting to one to five arouras as they commonly do in the the later leases. The aroura was equivalent to about .68 acre.

The Saite leases are all for a term of one year only, and that is the general rule for all later demotic leases of land. In only two of the Saite leases (Docs. II and VII) was the lessee specifically pledged to depart from the land in the year following that in which the lease was written, and in only one of those (Doc. VII) was he pledged to leave and give up all claim to the land as of a specific month. Only one (Doc. VI) contains the guarantee of the lessor under penalty of a fine to provide undisturbed usufruct for the term of the lease. There is no instance of a guarantee in writing by the lessee not to abandon the land during the term of the lease. These guarantees are always to be found in the Ptolemaic leases.⁵

Only occasionally is the crop with which the land was to be sown specified, as, for example, flax in Documents I and III. Presumably in the other instances, and also frequently in the Ptolemaic leases, the lessee was free to choose the crop or it was determined by circumstances such as the rotation of crops.

The Saite leases are all share-crop agreements. There is no instance of fixed rental or of rental paid partially or wholly in advance. Fixed rental, on the other hand, was by far the more common procedure in the Ptolemaic demotic leases, and there are among the latter what I take to be instances of rental paid in advance.⁶ The seven Saite leases are too few to give much data on the customary scale of rental. In three cases the lessor received one-third of the grain and fodder for the land.⁷ In the two leases in which the crop was to be flax (Docs. I and III), the lessor received but one-fourth for the land. In one instance (Doc. IV), each party received half of the produce and each paid half of the harvest-tax to the domain of Amon.⁸ This was a very favorable arrangement for the lessor, for in other cases he paid all the domain's tax out of his third or fourth.

Since the land involved in the Saite leases happens always to be temple land, only the temple's harvest-tax (or, as one might call it, the original rental) is mentioned. It appears that the lessor was normally responsible for the temple's claims and paid them himself. In Document II, the lessor, a prophet of Amon, appears to have acted officially on behalf of the domain, for the entire one-third rental went directly to the "offerings" of the god. In the other leases only a part of the lessor's third or fourth went to the domain's

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granaries. If the temple paid any tribute to Pharaoh, it was apparently no concern of the lessor and lessee. This is in contrast to Ptolemaic leases, where Pharaoh's tax is always provided for, either lessor or lessee paying it, but no temple tribute is mentioned even when the land lay in a temple's domain.

Rental and domain taxes were always to be paid simply "when harvest has occurred." The leases of the pre-Ptolemaic periods nowhere contain stipulations that the rental produce was to be of first quality, that the lessee was to deliver it at a certain time and place free of charge or bear a 50 per cent penalty, or that he could not claim to have delivered it without a receipt. These are all common stipulations in the Ptolemaic leases. The Saite lessor did guarantee, when he was to pay the domain's tax, that he would remove all claim of the domain scribes from upon the lessee. In addition, he stipulated that the domain's scribes were to measure his land in his name, probably for the purpose of fixing the domain tax. He thus further assumed responsibility for it, but probably he also insured his hold of the land in the domain records.

The normal arrangement in demotic leases of all periods was for the lessee to supply everything required for farming the land: the oxen for plowing and harvesting, the seed, the laborers and the implements for seeding and harvesting. The Ptolemaic leases commonly specify these requirements. In the Saite lease (Doc. II) the lessees received their two-thirds of the produce for the "oxen, seed-grain and men," while the lessor received his third for the land only. In Document V the lessor took one-third for the land and three-fourths of the remainder for a yoke of oxen and the seed which he supplied, and the lessee took the remainder for his work. Furthermore, in both the Saite and the Ptolemaic periods, the work as reflected in the final condition of the land was expected to meet an accepted though undefined standard or the lessor could bring complaint and exact recompense in additional produce.⁹

On This Study

The student of demotic will scarcely need an introduction either to the documents studied here or to the study itself. The reader who is not a student of demotic but who is interested in ancient agricultural, economic, or legal practices may feel the need of both. He may bring with him the not wholly unwarranted belief that demotic contracts for the most part represent something of an uncharted jungle. He may even have compared different translations of the same contract or similar contracts and have found quite different meanings gotten from the same stipulation. Such a predicament would by no means be peculiar to contact with demotic studies of course. Yet it seemed necessary, after I had spent considerable time reading demotic land contracts of all sorts

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in pursuit of information about landownership in ancient Egypt, to undertake an intensive study of one type or group of those contracts. That necessity arose largely from the conviction that no general study of landownership was possible until the documents from which the information was to come were much more thoroughly read and understood than they are at present. It has been clear for some time that demotists interested in legal and economic institutions and practices must increasingly segregate and meticulously study specific types of contracts with the same boundless care with which Sethe studied the documents illustrating Ptolemaic "Bürgschaftsrecht." The accomplishment of that task by Möller and others underlies the studies which have continually refined our knowledge of the nature of Egyptian marriage.

The writer believes no demotist will deny that the earlier translations of these Saite leases are quite inadequate and have been misleading to those who have used them. This is true if for no other reason than that they were made over fifty years ago when the reading of demotic was in large part conjecture. The demotist will also recognize the paleographic difficulties arising from the earliness of these documents in the tradition of demotic writing and from the fact that common words are occasionally written in a form expected not in demotic but in the so-called "abnormal hieratic" writing of the Thebaid which, at the time these leases were written, was on the point of being superseded by demotic writing and the style of document associated with it.

It is hoped first, then, that these seven leases are rendered in translation with as great linguistic accuracy as is possible at present and that the reader may see for himself what they say and do not say. It is hoped also that in the translation and commentary the warning signals of uncertainty are always present where needed so that the reader may see what is known and what is not known. Secondly, although this study has taken the form of the publication of the seven earliest demotic leases known to the writer,¹⁰ it contains observations drawn from all the available demotic leases and it deals with more broadly economic and legal matters than would necessarily have been included in a limited commentary on the texts themselves.

These seven leases hold a unique position as the earliest land leases that we have from Egypt, and they are a unity in themselves. They date from 555-533 B.C. in the reign of Amasis of the Twenty-sixth (Saite) Dynasty,¹¹ just before the conquest of Egypt by Cambyses and the beginning of almost uninterrupted domination by foreigners. There are only three published leases¹² dating from the period between them and the Ptolemaic leases.¹³ It is, of course, certain that the leases as well as other contracts which have been preserved in all periods are but a small part of those that were written in demotic;

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but, more important, it is very likely that many times more transactions took place in which land was rented by one person to another than were reduced to writing.

The Saite leases are very simple agreements in contrast to the more fulsome Ptolemaic ones, and yet they exhibit fundamentally a uniformity of character and stereotype of formulae that were to prevail in demotic leases down to the Roman period. Although the seven come from the short period of twenty-two years and are all from Thebes, and although certain of them are interrelated, thus considerably reducing the likelihood a priori of their being representative, yet they do stand directly at the beginning of the tradition of demotic leases. The almost complete lack of private contracts from Egypt prior to the appearance of those written in demotic in the middle of the seventh century B.C. is notorious.¹⁴ This lack is complete in the case of land leases, and therefore we have no ancestors of the Saite leases to show the development toward the uniformity and stereotype of formulae which they exhibit, if indeed that particular uniformity and stereotype was not developed largely in the very period in which they were written.¹⁵ Later on, in the Ptolemaic period, although the demotic leases and other contracts are abundant as compared with those from earlier periods of Egyptian history, even so they are relatively few as compared with the Greek documents. Even more prejudicial to the contribution the demotic documents have to make toward the understanding of the culture of the period is the difficulty with which they can be read.

It is, then, without apology that I present a beginning study of the demotic leases, even though the seven examples which form the basis of it have been known to demotists considerably longer than my lifetime. To be sure, Documents I, II and III have been available heretofore only in inadequate hand copies by Revillout and are here presented in facsimile for the first time. Even so, the task involving the leases is just begun. There still remain stipulations and legal or economic implications in the Ptolemaic leases which have no counterpart in those from Amasis' reign and have therefore not been included in the following pages. However, it has been my purpose to point out differences between the earlier and later practices where the language of the contracts made that possible.

DOCUMENT I¹
BM 10432 (THEBES)
(See Plate I)

Transliteration

(1) ḥ3.t-sp 15 3bd 4 šmw^a n Pr-^{c3} 'I^ch-ms
ḡdw 'iry' n p3 ḥbs^b-Ḥr-bḥd.ty^c s3 Ḥr (2) mw.t.f 'Hypyrw'^d ḥn^c
Dḥwty-ī.īr-dī-s s3 P3-dī-Ḥr-p3-ḥrd ḥn^c w3ḥ-mw P3-dī-Wsīr s3 'Ir.t.w-.....^e
(3) ḥn^c 'Ir.t-Ḥr-r.w^f s3 P3-dī-Ḥr-rsn^g ḥn^c w3ḥ-mw Ty.w-t3y.w-dny.t^h s3
P3-dī-'Imn-īp ḥn^c (4) Ḥr-^f(m)-ḥbⁱⁱ s3 Ḥnsw-īr-^cw.f^j ḥn^c w3ḥ-mw Rry s3
P3y.w-īwīw^k ḥn^c w3ḥ-mw (5) P3-īwīw-n-Ḥr^k s3 P3-dī-Dḥwty ḥn^c w3ḥ-mw
.....-Dḥwty^l s3 'Ir.t-Ḥr-r.w^f ḥn^c w3ḥ-mw (6) Dd-ḥy s3 Dī-s-Mn^l ḥn^c
Ḥr s3-Ḥr-bḥd.ty^c ḥn^c 'Ir.t.w-.....^e s3 P3-...y^fh'yrw^m s3 (7) Ppy
ḥn^c Ḥr s3 'Imn-īr-^cnh¹ s3ⁿ-^cnh^o s3 Ḥr-p3-ḥrd^p ḥn^c w3ḥ-mw P3-dī-
'Imn- (8) īp s3 'Ir.t.w-r.w^q b3k^r 15 n ḥm-ntr 'Imn-R^c-nsw-ntr.w P3-s-
n-mtk s3 ^cnh-p3-ḥrd^s
(9) šḥn.k n.n^t p3 3ḥ mḥy^u n P3-gst-Ḥnsw^v ī.īr.w^w (n) mḥy n ḥ3.t-
sp^x 14 (10) r ḥ3.t-sp 15^y
īn.n īr sn^z n mḥy n ḥ3.t-sp 15 r ḥ3.t-sp 16
ī.īr šmw (11) ḥpr^{aa} n ḥ3.t-sp 16 īw[.k]^{bb} ty p3 1/4^{cc} n p3 mḥy nty
īw.n ī (=r) īn[.f (12) n.īm.w^{dd}

Translation

(1) Year 15, Mesore,^a of Pharaoh Amasis.

Have said the administrator of cloth,^bhorbehdety^c son of Hor, (2)
his mother (being) 'Hipiru',^d and Thotortais son of Peteharpochrates, and the
choachyte Petosiris son of Ietu,^e (3) and Inaros^f son of Peteharresne,^g
and the choachyte Čiteuto^h son of Petemenophis, and (4) Har^fmaisⁱⁱ son of
Chonserauf,^j and the choachyte Rery son of Peuiuiu,^k and the choachyte (5)
Pinyris^k son of Petethoth, and the choachytethoth^l son of Inaros,^f and
the choachyte (6) Djechy son of Taismont, and Hor son ofhorbehdety,^c and
Ietu.....^e son of P... i^fh'iru^m son of (7) Pepy, and Hor son of Amoner^fonch^l,
son ofⁿonch^o son of Harpochrates,^p and the choachyte Petemen- (8)
ophis son of Ithoroys,^q fifteen servants,^r to the prophet of Amon-Ra-King-of-
Gods, Psammetichus son of Chapochrates:^s

(9) You have leased to us^t the flax land^u of "The Scribe's Palette of
Chons"^v which was sown^w with flax in year^x 14 (10) to year 15.^y

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We are the ones who are to sow them^z with flax in year 15 to year 16.

When harvest (11) has occurred^{aa} in year 16, [you] are to^{bb} take the fourth^{cc} of the flax which we shall bring [(12) therefrom.^{dd}

Commentary

§a. This date fell within the month December 5, 555 B.C., to January 3, 554 B.C. It is the latest date in the agricultural year, for the crop of the next summer, at which any demotic lease was made. If, however, lines 9 and 10 are to be taken literally, the sowing was expected to be done during the rest of the current year 15, so the lease may have been made early in the month.

No great uniformity exists relative to the months in which demotic leases were drawn up. The seven Amasis leases studied here were drawn up in the months corresponding almost exactly to July,² September,³ October,⁴ November,⁵ and December.⁶ In consideration of all the demotic leases known to me in which the protocol date is preserved, the month of July appears to be relatively early, although Document III is not isolated in being so early. Loeb 45⁷ was written in Phamenoth (June 23-July 22), 496 B.C., and Reinach 1⁸ on Payni 8 (June 24), 110 B.C. The date of Berlin 3102⁹ is problematic. Sethe¹⁰ and Revillout¹¹ believed it should read year 51, Payni 10 (June 28), 119 B.C.,¹² and therefore very early as leases go. We cannot consider pertinent to a discussion of general practice such a lease as Cairo 30613¹³ which was made so early as March 14, 94 B.C. That lease involved something comparable to a loan of grain which was to draw interest until the harvest of the next year, when it would amount to the lessor's rental.

On the other hand, Document I was made extremely late in the agricultural year, as against the relatively early lease, Document III, in which the same prophet leased the same flax land two years later. Even the two Amasis leases, Documents II and IV, dated in Epeiph (November), are among the latest of the datable demotic leases. Again, they do not stand alone in being this late in the agricultural year. The latest of the Ptolemaic leases were made in the month Thoth: BM 10230¹⁴ on October 14, 177 B.C.; Turin 21¹⁵ on or just before Thoth 1 (September 22), 117 B.C.; Reinach 5,¹⁶ a garden lease from Tehne, on September 28, 106 B.C. The latest of all the Ptolemaic examples are the Siut leases, BM 10595¹⁷ and BM 10597¹⁸ which were written on Thoth 29 (November 2) of years 172 and 171 B.C.

The rest of the datable Ptolemaic leases were made roughly in the latter part of August and the first part of September, but the early and late exceptions cited above are numerically a large part of all those available.

The agricultural year naturally began after the subsiding of the inundation,

DOCUMENT I (BM 10432)

and often in the Ptolemaic leases from Upper Egypt the term of the lease is stated as "from the water of year x to (that of) year $x + 1$."¹⁹ It concluded with the grain harvest as far as the great majority of leases imply. "When harvest has occurred"²⁰ is the common preface to stipulations concerning the payment of rental and taxes in demotic leases from the Saite period on. The Amasis leases required the payment of the rental only when the harvest had occurred, but most Ptolemaic leases set a definite month for the payment. Occasionally two months were allowed, perhaps in very generous recognition of variations that might occur in the conditions of a year, although such variation could not be very great in any one place in Egypt. We should expect some allowance of time for the lessee to thresh and clean the grain after harvest in addition to allowance for a late harvest, but we would not expect that the date by which the rental was to be paid should have been set some two months or even longer after the grain harvest would have been over in any year. It was certainly against the interests of the lessor to allow a long period to elapse after the harvest was over, especially should his lessee prove indigent or careless in the interim. On the other hand, such extreme leniency can scarcely have been any advantage to the lessee if he were allowed ample time for threshing and winnowing.²¹

As a matter of fact, all the Ptolemaic leases permitted a decidedly long delay.²² Berlin 3102/19-20²³ from Thebes also specifies that the grain rental was to be delivered by Pachons 30 (June 18). The Theban lease Turin 21/18²⁴ specifies that it was to be delivered in Pharmouthi or Pachons (April 19-June 17), 117 B.C. More striking still is the situation in BM 10597/8-12²⁵ where it is specified that "when harvest has occurred in year 11 (of Philometor), Pharmouthi or Pachons" (May 3-July 1, 170 B.C.) the lessee is to pay the royal taxes, but the rental did not have to be delivered until Payni (July 2-31). In this case we may perhaps have to believe that the grain harvest at Siut began as late as the middle of May from the fact that Tefhape, the lessor, went the next year with his farmer to reap on May 12 or 13, 169 B.C.²⁶ Nevertheless, it seems strange that, if the lessee could or had to pay Pharaoh within the liberal space of two months, the lessor would not have demanded the same consideration for himself.

We can perhaps see why the harvest should be equated with the months of May and June in the Siut lease, but why Cairo 30683/2²⁷ should specifically stipulate that "when harvest has occurred in year 42 (of Euergetes II), Pachons 30," the lessees are to pay the grain rental is not so easy to see. Pachons 30 in that instance was June 20, 129 B.C. If the harvest at Gebelên, the provenance of the lease, would normally have been finished around the end

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of April, the delay was indeed long. Certainly the modification of the time-honored preface "when harvest has occurred" with "Pachons 30" reduced it to a practical absurdity. Perhaps the scribe who wrote Cairo 30666/3,6²⁸ felt the absurdity and wrote simply "when Pachons 30 has arrived," specifying that on that date the lessee was to pay Pharaoh and on the same date was to leave the land. One's suspicions are further aroused by the fact that Heidelberg 723/15-18²⁹ should specify that the grain rental was to be paid by Pachons 30 (June 19, 123 B.C.), whereas the required amounts of grass or fodder and cucumbers were to be paid when harvested. To be sure the grain would have had to be threshed and winnowed, but that could not possibly have required the space of some two months after a normal April harvest.

The month Payni (middle of June to middle of July) was the favored month for the payment of grain rental and repayment of grain loans at Akoris (Tehne) at the end of the second century B.C.,³⁰ as well as in most Greek leases of grain land in the Ptolemaic period.³¹ In the demotic Tebtunis leases, Cairo 30615/13³² and Cairo 30613/14, 15, 17,³³ Payni 30th (July 11 or 12) was the date at which the 50 per cent interest was to be calculated on the grain loan or prepaid rental.

The only solution to the problem seems to be one long since suggested, that Pharaoh's claims were first and that the harvest could be disposed of only after his taxes were paid.³⁴ Hence, the lessor could not expect his rental until the royal agents had gotten round to the produce of his land to receive their due and release the remainder. This is made plausible by BM 10597, discussed above, in which Pharaoh was to be paid first when harvest had occurred in Pharmouthi or Pachons and the rental was to be paid in the following month, Payni. The two months were probably allowed not so much for possible lateness of the harvest and for the threshing as for the uncertainties and delays which the laboriously direct method of receiving taxes in kind by the local bureau must have involved. Inasmuch as the grain taxes had to be taken to the royal granary, there were probably delays at every step. We may guess that turns had to be taken at the granary, survey (*ἐπίσκεψις*) records had to be consulted as to each man's tax, the quantity checked by *σιτολόγος* and *ἀντιγραφείς*, records made of the payments, many complaints heard, the tax receipted, and finally the rest of the grain released.³⁵

It is of further note that the final date for the payment of the rental was generally also the end of the period of the lease. In BM 10597/15,³⁶ the lessee was to have usufruct until Payni 30th (July 31st), the final date at which, as we have seen above, he was to pay the rental. So also Turin 21³⁷ was a lease for just nine months, Thoth through Pachons, and the rental was to be delivered in

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Pharmouthi or Pachons. In the case of the Amasis lease, Document VII, the lessee was to have the ground for one whole year.³⁸ However, the one year did not extend into the next agricultural year, and such is true in the case of one or two Ptolemaic leases for one year. Inasmuch as we hear practically nothing in demotic leases about the second or summer crops which must have been sown after the grain harvest then as now,³⁹ we apparently must assume that the grain rental paid for all use to which the lessee might put the land.

§b. This title appears to be an adaptation of the ancient iry hbs.w.⁴⁰ On the writing of hbs, compare Griffith.⁴¹ The reading iry is more or less of a guess based on the ancient title. The first sign actually suggests the hieratic ⲓ, hwy.⁴² The slanting stroke (a detached arm?) fits neither.

Perhaps the man was a temple or royal official concerned with the linen manufacture inasmuch as in this private venture he and his associates are to raise flax.



§c. The first element of this name, which occurs also in line 6, escapes me entirely. The group also appears in a name in the middle of line 7. It is identical in appearance with the abnormal hieratic group in Louvre E. 7849/8⁴³ and Louvre E. 7846/7⁴⁴ which Griffith read doubtfully ⲓ ⲓ? rn, "name."⁴⁵ I do not believe the group is rn, although the tall stroke with the dot above is probably ⲓ,⁴⁶ nor does there seem to be an example of a theophoric name of the character "rn+ god."⁴⁷ A better case could perhaps be made for reading the name in line 7 as 'Rn.y'-'nh. The first person suffix was not at all commonly written in abnormal hieratic and early demotic, but the sign following the suggested 'rn' could be that suffix written as ⲓ.⁴⁸

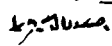
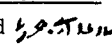
§d. I can make nothing of the mother's name except by reading it alphabetically. It does not sound Egyptian. The final sign may be the throw-stick determinative of a foreign name.

§e. This name appears again in line 6. It also appears in Louvre E.7846/2,⁴⁹ and we have ample evidence from the various names beginning with Ir.t in our lease to show that Griffith was right in so reading the first element, ⲓ ⲓ.⁵⁰ We can also show from Ir.t-Hr-r.w in lines 3 and 5 and Ir.t.w-r.w in line 8 that he was wrong in reading the last element ⲓ ⲓ (?), r.w.⁵¹ Edgerton suggests ⲓ for that element. Although I have at hand no example of the writing of the group in abnormal hieratic, the suggestion is plausible on the basis of Ranke, Die ägyptischen Personennamen, I, 42, 20.


§f. This name also occurs toward the end of line 5. There is no doubt that it is to be read ⲓ ⲓ ⲓ ⲓ. For ir.t compare the preceding paragraph. That the final element represents ⲓ is shown by a comparison of the writing of the same element in the common name Rwrw in Louvre E. 7846/2,⁵² ⲓ ⲓ ⲓ ⲓ.


SAITE DEMOTIC LAND LEASES

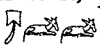

with the writings in Doc.V/2,⁵³ , and Doc. VI/2,⁵⁴ .

§g. This name is certainly P3-d3-Hr-rsn, which is written similarly in Louvre E. 7847/9, 11⁵⁵  and . On the name, cf. Spiegelberg.⁵⁶




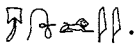
§h. This man is the sole lessee in Doc. III/2. His name is probably Ty.w-t3y.w-dny.t, "They have taken their portion," not Ty.w-n3y.w-dny.wt. The apparent plural stroke after the dny.t sign is probably an exaggerated determinative of that word.⁵⁷ It is absent from the name in Doc. III/2 and Louvre E. 7128/1.⁵⁸ In our present text and Doc. III/2 the initial sign of the possessive adjective looks more like t than n.

§i. This appears to be the same name as that so read by Griffith.⁵⁹ For the second element, 'hb', perhaps , compare the determinative of mhy, "flax," in lines 9 and 10.

§j. This name appears more commonly without the third masculine suffix as in Doc. II/2, 11, the first time as Hnsw-ir-^cw, and in the bearer's own hand as Hnsw-ir-^cw. The ^cw is written in our text in the abnormal hieratic form appearing in the name Iw.f-^cw in Doc. III/11. Compare the  in Leiden Tablet I 431, verso 16.⁶⁰

§k. This is a strange name for a man, "Their dog," but Ranke lists one somewhat similar to it, P3y.f-iw, "His dog."⁶¹ There can be no doubt of the reading of iwiw, , here and in the following name, P3-iwiw-n-Hr.⁶² Compare this abnormal hieratic form of  with the hieratic writings.⁶³

§l. The first part of this name is no doubt good abnormal hieratic, but my imagination as well as my knowledge fails to suggest anything plausible.

§m. The , if not , pr, may be a hieratic  with the center stroke retained. Possibly that stroke was present in 'Hypyrw' of line 2. The photograph shows a tiny trace there, but the surface which would have borne the stroke is largely gone. An alphabetic sign seems most likely here. The rest of the name I would transcribe certainly as . The determinative is the same as that of iwiw in lines 4 and 5, hence the latter part of the name, at least, should be the name of some animal.

§n. It is obvious that the s3 following the determinative of Imn-ir-^cnh must be a mistake for hn^c, "and," if we are not to have the man's great-grandfather named and are to have fifteen persons in the lessee party as stated in line 8.

§o. For the enigmatic first element see Doc. I, §b.

§p. The scribe unduly drew out the tail of the plural stroke in the line above so that the p3 in this name appears at first glance to be p3y.

§q. Cf. Doc. I, §§ e and f.

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§r. On b3k see pages 46 f. We should expect the land to have been of considerable extent to make it worth the while of so many participants, and yet two years later the prophet leased what was undoubtedly the same land and another piece to just one of the present fifteen lessees.⁶⁴

§s. Compare Doc. III/1 and the notes thereto on this prophet and another title of his.

§t. On the writing of the dative n as n3, compare the Late Egyptian,⁶⁵ and the abnormal hieratic example of the dative of the 1st per. sing. in Leiden Tablet I 431, recto, line 24.⁶⁶

§u. It is quite unusual that we have "the land" instead of "your land." In Doc. III/2 our lessor called the same land "my land" as he did also some land (line 4) which he said had been leased to him. It is just possible that in this earlier lease he did not yet "own" the land but was acting as administrator for the domain of Amon as another prophet of Amon was in Document II.⁶⁷ The lost part of our lease would have told us whether the fourth of the flax he was to take was all for the domain or whether it was his as rental from which he must pay the domain tax.

The designation "flax land" would seem to imply that the land was regularly sown with flax and that no rotation of crop occurred. Two years later it was again to be sown with flax.⁶⁸

§v. The word gst is undoubtedly the word for "scribe's palette," written in Doc. III/3⁶⁹ just as it was in hieroglyphs.⁷⁰ It is written in the Demotic Chronicle 6/4,5 as here with the g, but with the branch determinative.⁷¹ The fact that it is stated in Doc. III/3 that the land was called "The Scribe's Palette of Chons" indicates that the land was not just part of an area called that. The n in this lease then is not the preposition "in" but the appositional genitive.

The popular name of a piece of land seems to have been regarded as good identification in these Amasis contracts. Compare the land called t3 sby in Doc. IV/4. I suspect that the name Hbs-n-Hnsw is also the name of the land, not of the owner, in Doc. IV/5. Compare also the name of an area in the domain of Amon well known in Amasis contracts, "The Stable of the Milk Can of Amon."⁷²

§w. Literally "which they made" with flax. The idiom is common when a specific crop is designated.⁷³ Sk3 is used for "to till" or "to farm" when no crop is specified.⁷⁴

§x. The somewhat careless writing of the first element of h3.t-sp makes it look much like a w, but comparison with the three occurrences in the next line makes the reading inescapable.

§y. The relevance of this relative clause to the transaction in hand is not

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clear. It may add a little to the identification of the specific piece of "flax land" leased.

§z. The scribe seems to have written the older sn instead of st. In any case he followed the singular p3 3h with the plural, but demotic scribes did not always distinguish in meaning between "the land" and "the lands," using both sometimes in the same contract to refer to the same piece of land.

This is clearly the ancient participial statement: independent pronoun subject, imperfective active participle, dependent pronoun object. The simple participle, ir, without prosthetic, would be unusual even in characteristic Late Egyptian.⁷⁵ It is still more unusual in Saite demotic where the compound participle was already commonly in use as it was to be in all later demotic. Compare in these Amasis leases i.ir dd of Doc. II/4 and i.ir ir of Doc. VI/5, but note that the name Hnsw-i.ir-^cw, so written by the bearer, was written Hnsw-ir-^cw by the scribe in the lease Doc. II/2, and note similarly in line 2 of the present lease the name Hnsw-ir-^cw.f.

These Saite participial statements would appear as purely nominal sentences in later texts. For instance, this example would be in.n n3 i.ir ir.w.⁷⁶ It is also clear that in the Saite texts the participle may still be either perfective or imperfective. In the present instance and Doc. VI/5 as well as in Rylands 1 A/5 and 8/5⁷⁷ we have the imperfective participle in contractual future or volitional present clauses where more often the Present II occurs.⁷⁸ Nor is this imperfective usage confined to Saite texts as such examples as BM 10120 A/2⁷⁹ and Berlin 3078/4⁸⁰ from the reign of Darius I show: "If I leave you, etc., it is I who shall give, etc." (ink i.ir di.t). In ink i.ir dd of Doc. II/4, on the other hand, we must have the perfective participle if demotists are correct in translating the usual dd X, "X has said."⁸¹

The nearest approach later demotic could make to our example, in form as well as in tense, would be: *in.n n3 nty iw.n r ir.w, "We are the ones who will sow them." Incidentally, we cannot impute to the scribe the omission of the auxiliary i.ir here, because he wrote the dependent pronoun object, not the suffix .w which he would have if he had thought of ir as the infinitive of the compound participle.

§aa. On this temporal clause compare the discussion of the more common form of it, in-iw šmw hpr, in Doc. II, §g. The šmw and hpr are abnormal hieratic in form. In Louvre E. 7860/6 they are written about as here.⁸²

§bb. On the tense see Doc. II, §h. For the common abnormal hieratic convention of writing < above —, k, in iw.k and the possessives, p3y.k, n3y.k, see Leiden Tablet I 431, recto 2, 4, 12; verso 3, 13.⁸³

§cc. A fourth was also the lessor's share of the flax crop two years later

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in Doc. III/8. The ground rental for grain land in Amasis' reign was somewhat greater; a third in Doc. II/6, Doc. V/7, and Doc. VI/5; a half in Doc. IV/6.

§dd. See Doc. II, §i. It appears as though the scribe did not carry line 11 out to the length of the ones immediately above. Perhaps, for some reason, he decided to shorten the line commensurate with lines 2, 3, and 4, unless he stopped short at that point never to complete the lease.

DOCUMENT II¹
 LOUVRE E. 7844 (THEBES)
 (See Plate II)

Transliteration

- (1) ḥ3.t-sp 16 3bd 3 šmw^a n Pr-^{c3} 'I^ch-ms
 (2) dd ḥm-nṯr 'Imn Ḥnsw-īr-^cw^b s3 Ḥr n w3ḥ-mw Ns-'Imn-ḥtp (3) s3
 P3-dī-'Imn-īp ḥn^c w3ḥ-mw Dd-ḥy s3 Dī-s(w)-Mnt^λ (4) s 2
 ink i.īr dd^c (n.)tn i.īr 'n3 wp.wt^d n n3 3ḥ.w (5) n^e (n) ḥ3.t-sp
 16 r ḥ3.t-sp^f 17
 in-īw šmw (6) ḥpr^g n ḥ3.t-sp 17 iw.tn dī.t^h p3 1/3 prt nb nty iw.tn
 r (7) in.w n.īm.wⁱ r p3 ḥtp-nṯr n 'Imn^j r-ḡr.t(y)^k n rn n p3 3ḥ mtw.
 (8) tn ty (n.)tn p3 2/3 (n) rn n ih prt rmt^l
 bn-īw(y) dī.t 'ḥ^c (9) sš 'rd' īr-ḥr.tn^m m-s3 p3 1/3 nty ḥry
 sš P3-dī-B3st.t (10) s3 'nh-wn-nfr
 (11) sš ḥm-nṯr 'Imn Ḥnsw-ī.īr-^cw s3 Ḥrⁿ
 (12) Ḥr-s3-'Is.t s3 P3-dī-'B3st.t' n ḥ3.t-sp 16 3bd 3 šmw
 (13) 'r-'s3 Ḥr s3 Wn-'nfr s3 P3-'
 (14) 's3 ḥm-nṯr 'Imn'^o
 (15) sš P3-dī-'Imn-nsw-t3.wy s3 Dī-'Imn-^cw-Ḥnsw

Translation

- (1) Year 16, Epeiph,^a of Pharaoh Amasis.
 (2) Has said the prophet of Amon, Chonserau^b son of Hor to the choachyte
 Esamonoths (3) son of Petemenophis and the choachyte Djechy son of Tais-
 mont, (4) two persons:
 I am he who has said^c to you: Do 'the work'^d of the lands (5) of^e
 (from) year 16 to year^f 17.
 When harvest (6) has occurred^g in year 17, you are to give the third^h of
 all grain which you will (7) bring from themⁱ into the divine offerings of Amon^j
 into my hand^k in the name of the land, and (8) you are to take for yourselves
 the two-thirds in the name of oxen, seed-grain, and men.^l
 I shall not cause that (9) (a) writing stand 'up before' you^m except (for)
 the third aforesaid.
 Written by Petubastis (10) son of Anchonnophris.
 (11) Subscribed by the prophet of Amon, Khonserau son of Hor.ⁿ
 (12) Harsiesis son of Pet^fubastis,¹ in year 16, Epeiph.

DOCUMENT II (LOUVRE E. 7844)

- (13) Subscribed by Hor son of On^rnophris son of P^r.....
 (14) 'Subscribed by the prophet of Amon,'^o
 (15) Subscribed by Petemestous son of Teamonauchons.

Commentary

§a. This lease was written during the month, November 4 to December 3, 553 B.C. For the comparative lateness of this date in the agricultural year see Doc. I, §a.

§b. Relative to this name, written Hnsw-î.îr-³w in line 11 in the bearer's own hand, see Doc. I, §j and §z.

§c. The crack in the papyrus cuts the light lines of dd in two, and the parts of them on the left are now too high.

On the participial statement see Doc. I, §z. This is a unique beginning for the body of a lease, but the participial statement was probably used to emphasize the prophet's responsibility. It was he and not another of the domain officials who gave to the choachytes the right to farm the land, hence it was he whom they might hold responsible for uninterrupted usufruct of it.

§d. The imperative is quite as unusual a way to launch the stipulations of a lease as the participial statement is to begin the body. It might be interpreted to show that in an extremity the prophet, administering his god's land, had had to resort to force to get some of it farmed for the year. The "Zwangs-pacht," without formal agreement (*ἀνευ συναλλάξεως*), was, we know, used in such a case by the Ptolemaic state.² However, it seems more likely that the prophet would have forced actual farmers to undertake the farming, rather than priests, even though they were of the lowest rank. This document, too, does have the appearance of being a signed and witnessed agreement. The imperative may have been thought of as giving emphatic and specific permission to the lessees to utilize the land, and not as commanding them.³

I do not see how the object of î.îr can be anything but wp.t, "work," but I should not know how to read the word without the context. ³Ir wp.t, "to do (farm) work," is not uncommon in the Amasis leases⁴ and very common in Ptolemaic leases. One thinks of U for the first sign here, and the determinative ✓ of wpy(.t) in Doc. VI/5⁵ may be identical with the ✓ here. The final tall stroke can be only the plural stroke. Wp.t occurs only in the singular and without the article in the expression îr wp.t. The smudge and slight break here after î.îr may conceal the plural article n3, in which case n3 wp.wt, "the labors," would perhaps be equivalent in idea to wpy(.t) nb.t, "every labor," of Doc. V/12.

§e. The unread word is perhaps the name of the crop habitually grown on the land. Compare Doc. I/9, p3 3h mhy, "the flax land." The word may, of

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course, be something else entirely, perhaps descriptive of the type of land. It looks like šn^c, but what that would mean in the context is not obvious.

§f. The heavy mark across r h³.t-sp and glancing downward to the next line is obviously accidental, due no doubt to the dropping of the reed by the scribe or a witness.

§g. Sethe discussed this clause which occurs in practically all demotic leases and called it a "temporale Bedingungsatz."⁶ Yet, it is obvious from his translation and discussion of it that Sethe did not believe the clause was conditional at all. Spiegelberg included it among other clauses introduced by in-īw > in-n³ as a conditional clause, but like all the others so introduced, a real, possible condition.⁷ As a matter of fact, one of the examples quoted by him proves beyond a doubt that in-īw > in-n³ may introduce a purely temporal clause: in[-n³] p³ mn[k] n t³ 'rnp.t' 5.t nty hry hpr mtw.y h³c p³y.k wrh n 'wy nty hry i.īr-hr.k, "when the completion of the five 'years' aforesaid has occurred, I am to abandon your house-site aforesaid before you."⁸ Furthermore, as Sethe noted, Cairo 30666/2,5⁹ substitutes in-n³ tpy šmw 'rky hpr, "When Pachons 30th has arrived," for the usual in-n³ šmw hpr, certifying that the clause in the leases is not a conditional clause.

Thus in-īw > in-n³, which cannot be related to the Coptic conditional particle ENC,¹⁰ because ENC is used only to introduce unreal conditions in past time,¹¹ may introduce either a real condition in future time or a purely temporal clause in which the event is anticipated inevitably to occur. So also the Coptic conditional -QAN- may be used temporally.¹²

It is of further significance that Doc. I/10-11 has i.īr šmw hpr¹³ instead of in-īw šmw hpr. Again i.īr could, in another context, be the Present II, or rather the Circumstantial, auxiliary used conditionally,¹⁴ but in the lease clause it is undoubtedly the Circumstantial introducing a purely temporal clause.

In short, this common lease clause cannot and need not be taken as a condition signifying that the lessee must pay the rental only if there was a harvest and implying a remission or reduction if the harvest failed or was poor.¹⁶ Any such contingency was automatically taken care of in these Amasis leases by the simple division of the produce whatever its extent. There is no instance in any demotic lease of a provision for reduction of rental even when the rental is a specified sum.

§h. The scribe has employed the Present II tense here as clearly distinct from the future īw.tn r in.w at the end of the line. The same distinction is made in Doc. I/11 and Doc. III/7. In all the Amasis leases the second present tense is used at this point, the first stipulation of the contract, and the following stipulations are continued with the conjunctive.¹⁷ In Ptolemaic leases this use

DOCUMENT II (LOUVRE E. 7844)

of the Present II is almost entirely abandoned and even the first stipulation, as well as all following ones, is introduced by an independent conjunctive.¹⁸

The Present II is here used to express neither simple present nor future but obligatory present or volitional future.¹⁹

§i. This relative clause, perhaps intentionally inserted to assure that the grain will be new and from the leased ground, not another source, occurs mutatis mutandis in Doc. I/11 and Doc. III/7. The later Amasis leases employ, with the same intention, nty iw.w r hpr n.im. (or hr-h.t.), "which will be in" the lands.

§j. Htp-ntr is not to be confused with pr, which, in the Amasis leases as well as other contracts of the time, means "domain" or "landed estate" of a god.²⁰ Htp-ntr still has the more ancient meaning "divine offerings" or more specifically "tribute" or "income" from a god's domain and other sources. Strassburg 2/2 ff.²¹ is instructive in this respect. It is a receipt for geese which a goose keeper of the domain of Amon (pr 'Imn) has "delivered to the divine offerings of Amon (swt r p3 htp-ntr n 'Imn) into the hand of the goose keepers of the domain of Amon (pr 'Imn)." So also is htp-ntr used in the house sale, Louvre 7128/3,²² from the twelfth year of Darius I. The vendor says: d1.k mty h3.ty(.y) n p3 hd p3 bnr p3 1/10 n3 rd.w n N1w.t r d1.t r p3 htp-ntr 'Imn, "you have caused my heart to be satisfied with the silver besides the one-tenth of the agents of Thebes to be given to the divine offerings of Amon."

The third of the grain in this lease is not merely the harvest-tax (šmw n pr 'Imn), but is the ground rental for Amon, the owner and lessor of the land.

§k. "Into my hand." It is significant that the prophet did not say simply "give to me," but "give into the divine offerings of Amon into my hand." One is reminded of the phrase in the Amasis receipts for the grain tax paid to the temple, swt r-dr.t n3 sš.w pr 'Imn, "delivered into the hand of the scribes of the domain of Amon."²³ No doubt the prophet wanted the grain delivered to him, since he was responsible for leasing the land, not to the scribes who took care of the domain taxes.







§l. The lessees, thus, supplied everything for the farming, as was customarily the case in Ptolemaic leases.²⁴ It was an accepted fact in the Saite leases that the lessee was to supply everything, because in Doc. V/11 and Doc. VI/7 the lessor received an additional part of the crop when he supplied oxen.

Obviously these two choachytes did not intend to do the farming themselves or to sublease the land but to hire men. They could not have afforded to sublease because they were in the position of lessees, not holders or owners of the land, and were necessitated to pay a third of the grain as ground rental to Amon. The other lessors we meet in the Amasis leases "owned" their land

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and got only a third²⁵ or at most a half²⁶ for rental, but they had only to pay taxes (šmw) to Amon out of it, not ground rental.

We have no way of knowing why this land was not held by some private person, say, by the prophet himself, who could have gotten a third for himself and have paid from it the domain taxes.

§m. This clause occurs also with slight changes in Doc. V/9-10²⁷ thus: īw-bn-īw(.y) rḥ dī.t ḥ' sš 'rd' ī.īr-ḥr.k, "whereas I shall not be able to cause that (a) writing stand 'up before' you." The clause, if this is the correct reading, is the closely parallel active-transitive form of that which appears intransitively in BM 10074/4²⁸ thus: pš sš nb n pš tš nty īw.f r ḥ' rd.wy.t r.ḥr.y, "Every writing in the world which will stand up against me." The first difficulty to establishing this reading is that I cannot find an example of rd> PAT, "foot," which looks like  in Doc. II/9 and  in Doc. V/10.²⁹ I can only suggest with considerable hesitation that the first of the two may represent  or  and the latter,  or .³⁰

The second difficulty is a grammatical one. On the basis of the Ptolemaic example in BM 10074/4 just cited, the preposition ought to be the simple r, "against," written r.ḥr.tn (ḥPWTN) in the lease under discussion, and r-r.k or r.ḥr.k (ḥPOK) in Doc. V/10, not the compound preposition ī.īr-ḥr> ḥ2PA, "before," "in the presence of."³¹ It appears that in the Saite period, as well as in later demotic, the distinction in writing between the two was clearly observed. However, we are scarcely in a position to insist, on the basis of the Ptolemaic instance of the expression, that in Saite parlance one could not be said to "cause a writing to stand on foot before" another person, that is, prove or establish the authenticity of a document "before" the person in the sense of confronting him with an authentic document.

It is clear that, however the passage is to be read,³² in the present lease the lessor simply affirms that he cannot demand more produce from the lessee than the agreed one-third. In Doc. V/9-10 the clause only more precisely repeats the idea of the clause preceding it. The lessor there agreed to pay the domain tax out of his one-third share and could not force the lessee to pay that tax in addition to giving him the third.³³

§n. The translations "written by" before the name of the writer of the document and "subscribed by" before all other names are based on no distinction in demotic, here or in any of the other Amasis leases. The distinction is meant only to convey the idea that the first person, whose name always appears at the end of the body of the document, wrote it. All others, whose names are below and separate, were clearly then witnesses.

This prophet of Amon, whose name appears first among the subscribers,

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was the lessor, party A. It was presumably he who initiated the transaction and at whose request the document was written. The two lessees did not sign the lease. So also party A signed the lease, Doc. III/11, in his own hand, but no witnesses signed there on the recto.³⁴

The four later Amasis leases were not signed by either party to the lease, at least not on the recto. Revillout did not publish the verso of Documents V or VI, but stated that ten witnesses signed each on the verso.³⁵ According to Revillout,³⁶ one witness name appears on the verso of Document VII. Two witnesses signed Document IV, but neither of them was a party to the lease.

A list of witness names on the verso of Ptolemaic leases is usual, but the subscription of one of the contracting parties is not at all common. In all cases known to me, except one, of such subscription it is that of party A, the one who had the document written. The sole exception is the lease from Akoris, dated in 106 B.C., Reinach 5.³⁷ That lease was addressed by lessee to lessor, and the lessor wrote in Greek his name and "I am satisfied according as it is set forth." Reinach 1,³⁸ also from Akoris made for the same lessor as Reinach 5, from year 110 B.C., was signed by the lessee, party A, who acknowledged the lease and promised to abide by it. The Tebtunis land leases, Cairo 31079,³⁹ 30615,⁴⁰ 30613,⁴¹ and 30614,⁴² were all addressed and signed by the same person, the lessor in each case, to the same lessee between the years 105 to 88 B.C.⁴³ Besides being among the few Ptolemaic land leases signed by a contracting party, Reinach 1 and 5, Cairo 31079, 30615, and 30613 are furthermore the only ones which bear a Greek registry docket. It is to be noted that these six leases signed by a contracting party all come from the relatively short period of twenty-two years and actually involve the land and perhaps the practice of only two persons.⁴⁴

The signature of the promisor and solely obligated party on other types of contracts, even though it was not considered necessary for the validity of the document, is at least logical, especially if the promisee whose interests alone it protected was to retain it.⁴⁵ A lease transaction, however, is by no means unilateral as far as the obligations of the parties are concerned. Yet we can be certain that no lease consisted of dual documents, one drawn up by each party for the other. First, there is no single instance of preserved dual documents for one transaction in any period, and no single mention occurs in any available lease of a complementary document made by the other party. Furthermore, there is too clear a distinction, either geographically or in the nature of the transaction, or both, between the Ptolemaic leases in which the lessor was the addressor and those in which the lessee was addressor for us to believe for a moment that accident is responsible for the preservation of only one document

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in each case.⁴⁶

It must be noted in this connection that when scrutinized from our vantage point, Thompson's translations of and notations on certain passages in the Siut archive dealing with leases and leased land tend to give an erroneous impression of Ptolemaic procedure. As we should expect at Siut in the case of common leases, the lessee is always and only said to have made the lease.⁴⁷ The language of the Siut court proceedings clearly shows, too, that the lessor did not draw up a complementary document. Thompson's translation of BM 10591, Recto, IV/3, V/5,⁴⁸ ir.y shn t3y.y dny.t 1/3 h^c.y n Hrgtr as "I (lessor) made a lease of my own 1/3 share to Heraclides (lessee)," is contrary to the fact that the lease itself, BM 10597,⁴⁹ was drawn up by Heraclides. The passages should be translated, "I leased my own 1/3 share to Heraclides." The ir is the auxiliary and shn the infinitive as is clearly shown, for instance, in BM 10591, Recto, IV/1, V/4 by ir.y (or ir.n) shn.t.w, "I (or 'we') leased them," the lessor again speaking. The same situation prevails in BM 10591, Recto, II/6-7, III/25,⁵⁰ where, beginning with w3h,⁵¹ the translation should read, "Tefhape, whom I sue above, had leased the said lands to Heraclides." BM 10591, Recto, VI/6⁵² should, in like manner, read, "The 1/3 share of the lands named is that which I leased to Heraclides."⁵³

Thompson's translation of the last clause of BM 10591, Recto, VI/5⁵⁴ as "without having caused a lease thereof to be given to us (i.e., taken from us)," and his note thereto⁵⁵ give the impression that the demotic is highly idiomatic. Actually the passage is identical with BM 10591, Recto, V/6 for which Thompson's translation gives the correct idea,⁵⁶ in spite of the fact that the scribe erroneously omitted the causative d3.t in the latter instance, leaving the demotic impossible. Both were intended to read, as BM 10591, Recto, VI/5 does: r-bn-p.f d3.t ir.w n.n shn r-r.w, "he (lessee) not having caused that a lease be made for us concerning them (the lands)."

Hence there is no instance in the Siut proceedings in which a lease is said to have been made by the lessor, but only for him.⁵⁷ It is said only that the lessee made the lease,⁵⁸ and that the lessor leased the land to him, or that the lessee "plowed them at his (lessor's) bidding."⁵⁹

Thompson's note⁶⁰ to BM 10591, Recto, II/5 misinterprets a situation concerning which the demotic is, I believe, unambiguous. Chratianch cannot be said on the basis of that passage to have leased to Tuot, her husband, the land of which he had "put her in possession."⁶¹ The passage, "a lease concerning them (the lands) being made for him (Tuot), their agricultural profit (i.e., 'rental')⁶² being given to him yearly," refers only to the fact that Tuot leased the lands to farmers and received the rental until Tefhape decided really to own

DOCUMENT II (LOUVRE E. 7844)

and lease his third independently.

Thompson's phrase, "tender of lease,"⁶³ must not be interpreted to mean a written offer made by a prospective lessee to a landholder of the terms on which he proposed to rent the latter's land, comparable to the Greek "Pachtangebot" beginning *βούλομαι μισθώσασθαι παρὰ σοῦ*,⁶⁴ nor oppositely a "Verpachtungsangebot" beginning *βούλομαι μισθῶσαί σοι*.⁶⁵ Demotic leases always and only record a settled transaction.⁶⁶ Thompson's further statement that such a "tender" was "accepted by" the lessor⁶⁷ does not at all mean that the lessor wrote another document presenting his acceptance and pledges, or even that he subscribed the one made for him by the lessee with a statement of his acceptance, as was sometimes done in the case of the Greek "offers."⁶⁸ The only instances of such "acceptance" among Ptolemaic demotic leases are Reinach 5⁶⁹ and the unpublished BM 10560,⁷⁰ and they are wholly at variance with the usual practice in this respect. Even so, both of them are full-fledged leases, not offers.

Reinach 5, as has been pointed out, was made in the usual way by the lessee, signed on the verso by witnesses, registered, and uniquely subscribed and accepted by the lessor. BM 10560 is from Philadelphia in the Fayum, was made in the fifteenth year of Epiphanes (190 B.C.), and was drawn up by the lessor as were all other available Fayumic leases.⁷¹ It contains all the stipulations customary in Ptolemaic leases, including a fulsome guarantee by the lessor under penalty that neither he nor any other person could deprive the lessee of the land for the year of the lease. Then the scribe drew a short line, as though consciously concluding one part of the document, and continued on the same line from that point thus: "B (lessee) above says to A above, 'You have leased to me, etc.' " The land is summarily described. The lessee then promises to pay the rental "according to that which is written above," and to pay it even if he abandons the land before the year is ended. Thereafter, without interruption of the text, the scribe continued: "They, the two persons above, say with one accord," and recorded their words that all their property, present and future, is guarantee of the lease, and that they cannot deny the lease nor claim to have discharged their duties "while the lease above stands between" them and either has claim on the other. The scribe signed as usual, and the signatures of twelve witnesses appear on the verso. The papyrus was rolled, tied, and sealed, and a notation was written in one line lengthwise of the roll, thus: "[A] lease which A made for B for three arouras of land (of) the domain of Amon { seal } for the crop of year 16."

The contract is, of course, not a unilateral one at all, but a bilateral one, recording as it does, unlike all other demotic leases, the words of the usually inactive party. It is therefore, in and of itself, an impressive document, con-

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taining protection for both parties. The seal and notation mean at least that it was not to be opened except probably in case of dispute. As a bilateral document, including the commitments of both parties, it can hardly have been the proper possession of either party, and ought, to our minds at least, to have been deposited where it was available to both parties at once, but to neither independently. We have no evidence from the demotic leases themselves or any other source that one of the witnesses or any other disinterested person was to take charge of the document in the capacity of *συγγραφοφύλαξ*. BM 10560 bears no Greek registry or archive notation, and yet it does not seem possible to avoid the implication that it must have been deposited somewhere. In fact, the absence of any notation may mean exactly that the preserved document was the deposited one.⁷²

In this connection the pertinent fact must be noted that in a number of Ptolemaic land leases the lessee declares he cannot say to the lessor that he has paid the rental or, more often, that he has acted in accordance with the lease "while the lease above is in your (the lessor's) hand."⁷³ This condition could appear, of course, only in contracts of a temporary nature such as leases and loans,⁷⁴ and it would appear inescapable that the contracts in which it appears were handed over to the party addressed.⁷⁵ Significantly enough, although the leases in which the statement occurs also contain the commitments of the lessor concerning undisturbed usufruct and payment of taxes in the words of the lessee, nothing was said about the manner in which the lessee was to furnish proof of those commitments. To be sure, the fact that the document was to be in the hand of the lessor does not at all exclude the possibility that a duplicate was to be deposited in an archive. The statement contained in BM 10560 (discussed in the preceding pages), in the words of the two parties: "We shall not be able to say, 'we have acted in accordance with everything above,' while the lease above stands (*h'*) between us," appears to recognize the fact that that document was not to be in the hand of either party, but was to be deposited in the state archive.

Let us return to one of the Ptolemaic leases by which the lessee was to be obligated as long as the lease remained in the hand of the lessor, BM 10597,⁷⁶ for example. To be sure Heraclides, the lessee, protected himself by saying that if Tefhape, the lessor, should deprive him of the land, Tefhape would be bound to pay him a fine and still permit him to have the land.⁷⁷ Tefhape could not have insisted on a higher rental than that agreed to, without producing the lease unaltered. But, if Heraclides had been deprived of the land and Tefhape had possessed the only copy of the lease and had denied the existence of it, Heraclides would have had to rely upon the testimony of the scribe and the

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witnesses to the contract or his own formal oath as to its existence.

In the case of other transactions, such as sales, mortgages, loans, and marriages, the unilateral contract was itself a sufficient means of proof, for the person who had it drawn up was alone obligated in the transaction. In the case of an essentially bilateral transaction such as a division of property, a document was customarily made by each party properly ceding all rights to the property of the others.⁷⁸

Revillout recognized the essential bilaterality of a leasing transaction in contrast to the unilaterality of a loan or sale but did not face the practical problem posed by the unilateral form of the typical demotic lease.⁷⁹ His assertion that the transaction was not truly bilateral in the eyes of the Egyptian as it was in the eyes of the Roman would seem to be theoretically true but to take no account of the fact that the leases actually contain personal obligations on the part of the inactive party. His further statement that "le preneur n'entend en effet s'engager que si on lui a livré bien complètement la chose, suivant les termes du contrat" by its negative aspect simply emphasizes the fact that the leases do pose us a practical problem of how the lessee was to prove his right to undisturbed use of the land.

So. I assume that this line contains the signature of a witness, despite the fact that what I have read 'hm-ntr' looks like sh, "land," in line 7 of the document, and that further along there appears something much like prrt, "grain," of line 8 above.

DOCUMENT III¹

LOUVRE E. 7845 A (THEBES)

(See Plate III)

Transliteration

(1) ḥ3.t-sp 17 3bd 3 pr^a n Pr-^{c3} 'I^cḥ-ms
 dd ḥm-ntr 'Imn-R^c-nsw-ntr.w ḥm-ntr Ty-m3^c.t-....^b ḥnty bnbnt.^c
 P3-s-n-mtk s3 'nh-p3-ḥrd s3 'Iw.f-^cw^d n (2) w3ḥ-mw n t3 in.t Ty.w-t3y.w-
 dny.t s3 P3-d3-'Imn-ḥp mw.t.f Ḥm^rs^{1e}
 shn.k n.y^f n3y(y) 3ḥ.w nty ḥr pr 'Imn^g n T3-šd-rs^h ḥr p3 imnt (3)
 Nīw.tⁱ r ḥ.t n^j t3 'ctw^{1k}^l p3y(y) 3ḥ nty iw.w dd n.f P3-gsḏ-n-Ḥnsw^m
 p3y.f rs t3 sdfⁿ n Ḥ^cpy p3y.w^o mḥt n3 3ḥ.w n (4) 'Wsr-m3^c.t¹-R^cp p3y.w
 imnt n3 3ḥ.w n 'Wsr-m3^c.t¹-R^cp p3y.w i3bt p3 mw n n3 'p^{1q}
 shn(y) st n.k ḥn^c n3y(y) 3ḥ.w t3 ḥtp.t^r n-p3-'m1w^{1s} (5) p3y.w
 rs n3 3ḥ.w n 'Wsr-m3^c.t¹-R^cp p3y.w mḥt n3 3ḥ.w n sh.t^t 'Imn^r-īw^{1u}
 p3y.w imnt n3 3ḥ.w n p3 s3 'md3.wt^{1v} p3y.w (6) i3bt n3 3ḥ.w n 'Wsr-m3^c.t¹-
 R^cp r-wn-n3w shn n.y 'n^w r sk3.w^x n ḥ3.t-sp 17 r ḥ3.t-sp 18 r iy r
 mḥw^y i p3y.w 1/4^z iw p3 (7) šmw pr 'Imn^{aa} n ḥ.t.f^{bb}
 in-īw šmw ḥpr^{cc} n ḥ3.t-sp 18 iw.k^{dd} dī.t n.y p3 1/4 n prt nb mḥw
 nb^{ee} nty iw.k r in.ḏ.w n.īm.w^{ff} m-dī(y)^{gg} (8) dī.t wy n3 sš.w pr 'Imn
 r-r.k n p3y.w šmw pr 'Imn
 i.īr n3 sš.w pr 'Imn ḥy n3y(y) 3ḥ.w n rn(y)^{hh}
 p3 nbyⁱⁱ (9) n 'ḥw.ty^{jj} nty iw.w gm.ḏ.f n.īm.w^{kk} iw.k dī.t n.y p3y.f
 šmw^{ll} n t3y.k dny.t^{mm} r ḥ.t n p3 nty mnⁿⁿ
 mtw.k 'r n n3y(y) (10) <3ḥ.w>^{oo} n ḥ3t-sp 18
 sš P3-d3-Ḥr s3 'nh-Mnt^ḏ s3 Dd-Mw.t-īw.f-^cnh
 (11) sš ḥm-ntr 'Imn-R^c-nsw-ntr.w ḥm-ntr 'Ty-m3^c.t¹ ḥnty bnn(t) P-
 s-mtk s3 'nh-p3-ḥrd s3 'Iw.f-^cw tp.f^{pp}

Translation(1) Year 17, Phamenoth,^a of Pharaoh Amasis.

Has said the prophet of Amon-Ra-King-of-Gods, prophet of Djeme-....^b
 who is before bnbn.t,^c Psammetichus son of Chapochrates son of Efau^d to
 (2) the choachyte of The Valley, Čiteuto son of Petemenophis, his mother
 (being) Hem^res¹:^e

You have leased to me^f my lands which are in the domain of Amon^g in
 The Southern District,^h on the west of (3) Thebes,ⁱ 'out of'^j the^k

DOCUMENT III (LOUVRE E. 7845 A)

namely,¹ my land which is called "The Scribe's Palette of Chons";^m its south, theⁿ of Hapi; their^o north, the lands of (4) 'Userma're;^p their west, the lands of 'Userma're;^p their east, the water of the^q

I have leased them to you together with my lands, the endowment^r ofp'emous^s:^s (5) their south, the lands of 'Userma're;^p their north, the lands of field^tAmen'neus^u; their west, the lands of the scribe of 'books';^v their (6) east, the lands of 'Userma're;^p which were leased to me in turn,^w in order that (you may) cultivate them^x in year 17 to year 18 to come to flax,^y for their fourth,^z the (7) harvest-tax of the domain of Amon^{aa} being in it.^{bb}

When harvest has occurred^{cc} in year 18, you are to^{dd} give to me the fourth of all grain (and) all flax^{ee} which you will bring from them,^{ff} and I am to^{gg} (8) cause that the scribes of the domain of Amon be far from you in regard to their harvest-tax of the domain of Amon.

The scribes of the domain of Amon are to measure my lands in my name.^{hh}

(As for) the damageⁱⁱ (9) of farmer^{jj} which will be found in them,^{kk} you are to give to me its (equivalent in) harvest^{ll} from your share,^{mm} out of that which remains.ⁿⁿ


You are to depart from my (10) <lands>^{oo} in year 18.

Written by Petehor son of Anchmont son of Djemutefonch.

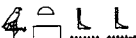

(11) Subscribed by the prophet of Amon-Ra-King-of-Gods, prophet of 'Djeme' who is before bnn(.t), Psammetichus son of Chapochrates son of Efau, himself.^{pp}

Commentary





§a. This date fell in the month, July 6 to August 5, 553 B.C. On the comparative earliness of the date in the agricultural year see Doc. I, §a.

§b. For another writing of Djeme as , cf. Louvre E. 9292/3,² although in that document (line 1) the first syllable is written with the crocodile.³ In the present instance it is the name of the god, Djeme,⁴ not the place. Spiegelberg has listed other occurrences of the prophet of Djeme.⁵

The unread word following "Djeme" is no doubt the name of another god to be taken in association with Djeme. I do not have a suggestion as to how it is to be read. It is not like "Chons" in line 3. The man who bore the title appears to have omitted it from his title in his subscription, line 11.

§c. Hnty bnn(.t) is, no doubt, an epithet of the last-named god or associate gods. It may mean simply "he who is before the pyramidion." The clear  here appears in the prophet's own hand in line 11 as . The

SAITE DEMOTIC LAND LEASES

temple of Chons built at Karnak during Dynasty XX was called ; at the end of Dynasty XX,  ; and in Dynasty XXV, , again.⁶ The epithet could then be comparable to that of Amon of Karnak, hnty ip.t is.wt.⁷ However, we have no reason to believe that hnty bnbnt is an epithet of Chons or that we have a bad writing of the name of Chons just before it, inasmuch as Sethe pointed out that the name bnbnt never appeared in the titles of Chons.

§d. This prophet was the lessor two years previously in Doc. I/8. There, however, his second title and his grandfather's name were omitted.

§e. I do not know of another occurrence of this name or of the name of a body of water from which it might have been taken. The third sign seems to be s written like the feminine singular pronoun of Saitic demotic.⁸

Čiteuto also appears in Doc. I/3, among the fifteen lessees. His mother's name is omitted there.

§f. In line 4 the lessor says, after the description of the first piece of land, "I have leased them to you together with my lands, etc.," and then describes the second piece. So, unless we are to assume that Čiteuto had at some previous time leased the first piece of land to Psammetichus and in the present contract Psammetichus was leasing it back to him, together with another piece which someone else had leased to Psammetichus (line 6), then we must emend the opening words of the lease to shn(.y) n.k., "I have leased to you." Even were "you have leased to me" correct, we should fully expect the following possessive to be "your" not "my" lands. Psammetichus leased this first piece of flax land called "The Scribe's Palette of Chons" to Čiteuto and fourteen other persons two years previously (Doc. I), hence no doubt owned it in some sense.

It is strange that the scribe did not correct the blunder in the first two pronouns after he had put himself right with the very next word. It is unnecessary to speculate on what in this case undoubtedly was a mere lapsus calami. It is certain that the scribe was not so exclusively accustomed to begin a lease in the way he actually did that habit overcame him when he should have reversed the formula, because no custom prevailed in Amasis' reign for either form, and his error was due solely to inattention. That he was not influenced by any rigidity of the opening formula is shown by the fact that Document VI begins "I have leased to you," and Documents II and V were also made from the point of view of the lessor.⁹ The present lease itself is a valid case in point, for, if there was anything amounting to legal requirement prevalent at the time, there is nothing in the stipulations of the lease different from those in the Amasis leases drawn up by the lessee to suggest that it too could not have

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been made out from the viewpoint of the lessee.

Furthermore, previous to Ptolemaic times there was certainly no rigid convention, to say nothing of a legal requirement, that the lessee be the addressor of the lease. The land lease Loeb 45¹⁰ from Gebelên was drawn up in year 25 of Darius I by the lessors for the lessee. There are no stipulations in it, although the ends of the lines are lost, to indicate a necessity for the deviation, if it had been such. From the reign of Hakoris, possibly coming from Sakkarah,¹¹ there exist three land leases, Cairo 50099,¹² 50098,¹³ and 50102,¹⁴ in all of which the lessor was the addressor. Cairo 50098/2 actually begins sh.n.n n.k. "we have leased to you." The opening words are not preserved in the two others, but the readable clauses in them readily show that the lessor was the "speaker."

In Ptolemaic times, however, there is not one ordinary land lease from Upper Egypt which was not drawn up by the lessee for the lessor, whereas, on the other hand, I know of seven land leases from the Fayum, and every one of them was addressed by the lessor to the lessee. They are BM 10560,¹⁵ Cairo 31079,¹⁶ 30615,¹⁷ 30626,¹⁸ 30613,¹⁹ 30631,²⁰ and Michigan Inventory No. 4244, 6, c.²¹ The first four of the Cairo documents are from Tebtunis between the same two parties over a period of twelve years, 105 to 94 B.C. Cairo 30626 appears to have been left unfinished, and the Michigan papyrus is only a fragment, so that we learn little more from them than that they began: sh.n.y n.k. "I have leased to you."

Sethe, in writing on the opening formula of Ptolemaic leases, stated that the lessee was almost always the party who spoke and indicated as an exception²² only a lease partially translated by Revillout.²³ Obviously Sethe did not consider the Cairo leases listed above to be exceptions, but rather as belonging to another category of contracts, "Antichreseverträge,"²⁴ that is, contracts by which a property owner leased to or placed at the disposal of a creditor certain property for a definite period or until such time as a debt had been paid by the income of the property. Thus such a contract was distinct from a mortgage, which latter transaction is well known among demotic documents. It is strange that Sethe should have cited this one lease as an exception inasmuch as it is precisely of the antichretic variety, if we may trust Revillout's translations at all. The property leased that its income might repay a previously incurred debt appears to have been not land but certain endowments and mortuary offices.

To return to the seven Fayumic leases listed above, BM 10560 and Cairo 31079, 30615, and 30613 may perhaps legitimately be characterized as antichretic leases, but let us examine them.

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BM 10560/18-20 contains a paragraph in which the lessor says: d̄.k n.y rdb n sw̄3 2 t̄y.w p̄š.t 1 r rdb n sw̄3 2 ‘n r r^c-w̄3h šsp.y st r-dr.t.k r h̄3.ty.y nty n.īm.w īw.w m̄h īwty sp nb mtw.k ty.k.w mtw.y šsp.w n.k n īp.t hnw n̄3 hrw.w nty hry n t̄3 rnp.t l.t nty hry, "You have given to me 2 artabas of wheat, their half 1, being 2 artabas of wheat again, r r^c-w̄3h.²⁵ I have received them from you, my heart being satisfied with them, they being complete without any remainder. You are to take them, and I 'promise'²⁶ them to you within the days above of the one year above." The only connection between this paragraph and the rest of the lease is in the phrase, "the one year above," that is, the duration of the lease. There is no mention of the matter in any of the guarantees, nor are the two artabas of wheat, which were just half the year's rental, mentioned in any connection with the harvest or the rental. It has been noted above²⁷ that the document is not unilateral at all.

Cairo 31079, 30615, and 30613 (as well as 30614) have been admirably translated by Sethe and discussed by Partsch.²⁸ Although I differ with their interpretation at various other points also, I shall deal here only with the nature of the lessor's indebtedness.

Cairo 31079 was made in year 12 = year 9 of Cleopatra III and Alexander I (105 B.C.), and receipted the rental for the crops of years 7 (110 B.C.) to 13 (104 B.C.), that is, for six years past and one in advance (lines 16 and 21). The lessor's words in lines 17-19 are: p̄3 šmw t̄3 2.t šh nty hry n t̄3 rnp.t 7.t nty hry m̄h.k t̄.y d̄.k nty h̄3.ty.y n.īm.f d̄.k s n.y hd h̄3.t p̄3 hrw, "As for the rental of the two arouras of land above for the seven years above, you have paid me, you have caused my heart to be satisfied with it. You have given it to me (as) early money today." Practically the same statement occurs also in Cairo 30615/7 and 30613/11. That hd h̄3.t p̄3 hrw is not to be read "money before today" is shown by Cairo 30613/13: hd h̄3.t nty mtw.k r-hr.y p̄3 hrw rdb sw 3 d̄3d̄3 [...], "To wit:²⁹ early money which you have against me today is three artabas of wheat, principal [...]." Now, it seems reasonable from the context and the meaning of the words that "early money" means "pre-payment."³⁰ These three documents are understandable in the light of Cairo 30614³¹ which is also between the same two Tebtunis priests. It was drawn up on Pachons 10th, year 29 of Soter II (May 21, 88 B.C.).³² It is in the form of a receipt for four years' rental, that is, for the year of which the harvest was at hand or reaped and for three years in advance. The lessor says in lines 4-8: m̄h.k t̄.y d̄.k nty h̄3.ty.y p̄3 šmw n t̄y.y 4.t šh nty īr rdb sw 4 1/2 p̄3 hw̄3 p̄3 rdb sw 7 1/2 nty ī.īr.k hy.w Pr-^c3 ty p̄3 rd h̄3.t-sp 26 nty īr h̄3.t-sp 29 hn h̄3.t-sp 29 nty īr [h̄3.t-sp 32 r rnp.t 4.t] rd 4, "You have paid me, you have caused my heart to be satisfied with the rental of my four arouras of land,

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which amounts to 4 1/2 artabas of wheat,³³ in excess of the 7 1/2 artabas of wheat which you are to measure to Pharaoh beginning with the crop of year 26 = year 29 to (that of) year 29 = [year 32, making four years,] four crops." Now, in Cairo 30613/13, this "prepayment" was to draw interest at the usual loan rate of 50 per cent and thus to amount to the rental when it was due.³⁴ In Cairo 30615/8-9, the lessee agreed to pay the taxes for the current year, although he was not to farm the land until the following year, and the taxes thus paid were to draw interest of 50 per cent for that year.³⁵ Whereas these two leases may appear to involve loans, nothing is said about interest in the three other Fayum documents. In the case of Cairo 31079 and the receipt 30614, we can be certain no loan, but simply prepayment of the rental, was involved. We cannot determine the nature of the matter involving the two artabas of wheat in BM 10560,³⁶ or its relation to the leasing of the land, but the wheat was not to accumulate interest.

As for Cairo 30631,³⁷ the only other usable one of the seven available Fayum leases, it is unique among demotic land contracts.³⁸ The priests of Sobek of Tebtunis who by it leased their god's land were to receive nothing and had received nothing for which they were indebted to the lessee. The only sense in which the transaction could be said to have involved antichresis is that the lessee had paid the royal taxes for three previous years and had thus "bought for taxes" the right to hold the land thereafter. Even so the royal taxes the lessee had paid were not equated with a definite number of years' tenure as compensation.

There are only two more documents which must be examined in this connection. The first is Rylands 34³⁹ from Gebelên, probably from the reign of Cleopatra III.⁴⁰ The landowner was the addressor,⁴¹ and he was in debt to the addressee for some wheat as line 5 shows. Griffith proposed to restore the opening words of the contract in line 2 thus: "[I will cultivate] my land for thee."⁴² I believe he was right; hence the landowner was not leasing his land at all but simply assuming the role of lessee himself to insure his creditor payment of the debt.

The second pertinent contract is Rylands 41.⁴³ Griffith guessed that it was "later Ptolemaic" and from the Fayum.⁴⁴ The landowner is the addressor, and the land was to be leased to his creditor,⁴⁵ to whom he was deeply in debt for 187 1/2 artabas of wheat.⁴⁶ Whatever its provenance there is no doubt that this lease was definitely an antichresis lease, whereas in the Fayumic leases discussed above, the loan, if one wishes still to call it that, amounted to only a few artabas of grain, was made at the time the lease was written, and was definitely related to the rental for the following crop or crops, so that the situation

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actually involved no more than prepayment of the rental.

To sum up the matter, there are available seven Fayumic leases, every-one drawn up by the lessor. There is not one simple Upper Egyptian lease drawn up by the lessor, and if Rylands 41 is Fayumic, there is no Upper Egyptian lease of any kind drawn up by the lessor. And again, if Rylands 41 is Fayumic, it is the only Fayumic lease which is undeniably an antichretic lease.⁴⁷ Cairo 31079, 30615, and 30613 do involve at least prepayment of the rental and, therefore, the indebtedness of the lessor.

The Greek leases do not, upon superficial observations, appear to fit into the neat scheme into which the demotic leases seem to fall. The variety of forms which a Greek lease might take in contrast to the demotic usage will perhaps render comparison impossible. However it may be worth while to cite one bit of evidence that the two systems may not ultimately prove to be wholly irreconcilable. That bit of evidence is the lease of a house, Tebtunis 372,⁴⁸ dated A.D. 141. In their introduction to the papyrus the editors say: "It has also the peculiarity that the proposal is made by the lessors, an inversion of the usual formula." But in lines 8-11 of the lease, the complete rental is said to have been received by the lessors in advance. Although this lease is too far removed in time and regime from our Ptolemaic demotic leases to be cited as concurring with them in usage for the same reasons, yet, inasmuch as it comes from the Fayum and receipts prepaid rental, the inversion of the formula is just what we would have expected.

Revillout in his various treatises on demotic legal practices emphasized the unilaterality of demotic contracts based on the obligation of the indebted party.⁴⁹ In brief, the dual documents of a sale were always made out by the vendor because he had received his price and his was the sole obligation. In a loan the recipient alone was obligated, hence he addressed the contract to his creditor. So also in the case of mortgage. Thus, it was clear to Revillout that the lessee always drew up a lease because he was indebted for the rental until the termination of the period. Oppositely, in the case of Papyrus Malcolm discussed above (p. 31), Revillout was sure that as an antichretic lease it was properly drawn up by the debtor lessor.⁵⁰ Actually, as we have seen, there is no clear-cut example which refutes this dictum in Ptolemaic times.

However, Revillout's rule cannot be applied to the leases available from pre-Ptolemaic times, for the majority of them were drawn up by the lessor, and there is no instance of a debtor lessor among them.⁵¹ Revillout did not apply the rule in so many words to any of the leases of Amasis' reign, but he attributed the institution of the unilaterality of Egyptian contracts based on the obligation of the indebted party to Bocchoris.⁵² He was misled in his interpre-

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tation of Document V as an "acte de gage," and of Document VI, which he considered to be closely related to it, rather by his misreading of key words and phrases than by any forcing of his rule upon them.⁵³ It is now clear that there is no possible question of the indebtedness of the landowner in either contract. He seems not to have been troubled by the rather obvious difficulty in the opening words of the lease under discussion (Doc. III).⁵⁴ His characterization of the abnormal hieratic land lease, Louvre E. 7860, as an "antichrese in solutum"⁵⁵ was due to an utterly impossible reading of most of the text. As a matter of fact, although that lease was clearly drawn up by the lessor, he stipulated in line 7, md̄.l.k d̄l.t n.y p̄y(y) 1/3, "you are to give to me my one-third."

In summation, it is clear that in pre-Ptolemaic times there can have been neither convention nor legal requirement that the lessee be the addressor because of his indebtedness. No doubt, the fact that either party might make out the lease was due to the very natural fact that neither was solely obligated. If Ptolemaic law required the lessee to be the addressor, except in cases of antichresis, the law cannot have derived from Bocchoris' supposed legislation. The Ptolemaic regularity was probably due merely to solidifying of convention in conformity with the contracts in those transactions in which there never was any ambiguity as to the indebtedness and sole obligation of one of the parties.

§g. On pr ʾImn, "the domain of Amon," cf. Doc. V, §i.

§h. Cf. Griffith, Rylands, III, 143, n. 2 and 273, n. 2.

§i. For a similar writing of N̄w.t, "Thebes," cf. Doc. VI/11.⁵⁶

§j. R h.t n cannot mean "like," "according to" here, for the context demands a preposition of place. Griffith,⁵⁷ followed by Spiegelberg,⁵⁸ stated that h.t appeared in Rylands 9, before nouns not signifying persons, for h̄t, "front." There is, I think, no longer reason to assume the confusion of the two in the instances cited by them, in view of the fact that those instances, like the frequent other compound prepositions containing h.t in early demotic texts, are readable as r h.t n and n h.t n.⁵⁹

One cannot determine the meaning of the preposition in this instance without knowing the nature of t̄ ʿtw̄, its object.

§k. ʿtw̄ is or is related to a body of water as the determinative shows. Probably the same feminine noun occurs in Berlin 3142/3,4, 3144/3,4,⁶⁰ and 3146 A/4, 5, B/4, 5,⁶¹ in the context t̄ ʿt n p̄ mw Lybys, which constitutes the boundary of the same pieces of land in all three papyri.

§l. On this symbol which occurs frequently in these Amasis leases,⁶² see Griffith, Rylands, III, 420. That part of the description of the land preceding the symbol applies to both the pieces.

§m. Cf. Doc. I, §v.

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§n. This is no doubt, in view of its determinative, to be equated with the Sahidic word **CATQE**, also feminine, which Crum defines " ? name of a canal." ⁶³ It would appear here to be, not a proper name, but some kind of canal. I take "Hapy" to be the name of the god, not simply "the Nile," on the analogy of "the canals of the Scorpion" in Doc. VII/6. ⁶⁴

§o. The scribe wrote "my lands" in line 2, then as though implying one piece of the land in line 3 he wrote "my land," and continued with the singular to the first boundary, "its south," but here returned to the plural which he retained thenceforth.

§p. I am not entirely satisfied that we have, in the cartouche, the name Wsr-m³.t-R^c, but no other name seems possible. The first two signs are surely **𓆎**. The third may be **𓆏**, or a hieratic form of **𓆏**. ⁶⁵ The last sign is certainly not like the clear m³.t-feather in Ty-m³.t in line 1. It should be the šw-feather, ⁶⁶ but we do have evidence of the confusion of the two signs earlier than this. ⁶⁷

§q. This word appears to be composed only of the letter **p** and the city determinative, as is the name of the familiar quarter of Buto. ⁶⁸ It, with its plural article, is probably to be taken as the proper name of the body of water.

§r. That this refers to an endowment given to a priest for the care of a tomb is clear from a Louvre deed dated in the fifteenth year of Amasis. ⁶⁹ By that contract a son gave eleven arouras of land "as the endowment of" ⁷⁰ his mother. The priest was given unconditional possession of the land, for the documents pertaining to two previous sales were given him together with the endowment deed itself.

§s. I have taken what follows the genitive n to the end of the line to be the name of the deceased person whose endowment the land was. It is to be noted, however, that the four unread signs appear to be just what Griffith read s₃. ⁷¹ In the four cases noted by Griffith it seems certainly to form, with a preceding n, a compound preposition meaning "in the presence of," "before" judges. I can neither see why Griffith fastened on **𓆏** for **It**, nor why he thought n-s₃, unetymologically written for m-s₃, "behind," "after," could mean "in the presence of," "before."

The unread group here is probably the same as that in the Rylands papyri. It may be part of a preposition n-.... to be read in context, "the endowment 'in the presence of' Pemous," or part of the deceased person's name, "the endowment of pemous." The name could be of the character, "The cat is (my)" On the writing of P₃-my, compare the earliest listed by Griffith. ⁷²

§t. The absence of the article before sh.t would tend to support Griffith's suggestion that sh.t refers to a certain kind of land. ⁷³ That can have been true,

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if at all, only in the early demotic texts, not in Ptolemaic texts.⁷⁴

§u. I cannot suggest anything for the unread signs. The three small signs may be something the scribe omitted and later inserted above his usual long genitive n. The latter two of them appear to be |\square| . After "Amon" we may possibly have a writing, $\text{|\text{9}\Lambda|}$, for the qualitative iw, "is come."⁷⁵

§v. I think we must read md3.wt, "rolls," "documents." It looks somewhat like the word in the title p3 sš md3.wt ntr in Louvre E. 3231 A/1,⁷⁶ which the bearer himself wrote differently in his subscription to that document. His writing of it is like that so read by Griffith.⁷⁷ Perhaps the ntr was inadvertently omitted in our case,⁷⁸ because we should rather expect the title to distinguish the land as belonging to "the writer of divine rolls" who held land in the domain of Amon.

Inasmuch as the scribe's name is not given, it is likely that the office carried with it a piece of land. Such is the impression we get from Louvre E. 7847⁷⁹ in which "the servant of the seat of truth" speaks of his land as "my land which is called the land of the servant of the seat of truth."

§w. The tomb endowment, then, did not belong to Psammetichus but was leased to him by its priestly owner, despite the fact that Psammetichus called it "my land" in line 4.

§x. Literally "to cultivate them," but the translation is intended to show that r sk3.w resumes the thought of shn(y) st n.k, "I have leased them to you," not "which were leased to me in turn" which immediately precedes it. Compare Doc. VII/3-6 where the description and boundaries of the land also intervene between "you have leased to me" and "to cultivate them."

§y. This idiom for "to be sown with" is unknown to me elsewhere. Perhaps it is the passive of the expression "to cause to go" for "to sow" or "to plant."⁸⁰

§z. i p3y.w 1/4. The scribe preserved the abnormal hieratic distinction between il, $\text{|\text{A}\beta|}$, here and in i3r of line 8, and il, $\text{|\text{A}\beta|}$, at the end of line 6, etc. My first belief, that this was a case of anticipatory emphasis, introduced by i, of the object of n h.t. in the following line, made the introductory iw of the sentence proper grammatically incredible. The phrase appears in the abnormal hieratic lease Louvre E. 7860/6⁸¹ in a context which relieves us of all illusions of anticipatory emphasis, but is sufficiently similar to its context here to assure us that it means the same in both contracts. Louvre E. 7860/4-7 reads d3(y) n.k st3 6.....[i] sk3.f h3.t-sp 6 r h3.t-sp 7 i p3y.f 1/3 i3r šmw bpr [n h3.t-sp 7] 'iwl.k ty p3 2/3 md3.k d3.t ny p3y(y) 1/3. Now, i p3y.f 1/3 (il, $\text{|\text{A}\beta|}$) can anticipate nothing in the sentence following it,

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which, although partially restored, is so entirely familiar as to be unmistakable.⁸² It is self-contained and paralleled in line 7 of the lease under discussion. The only alternative then is to take i as the common abnormal hieratic writing of the preposition r,⁸³ and to add the phrase to what precedes it. Louvre 7860 would then read, "I have given to you six arouras to cultivate it in year six to year seven for its third. When harvest has occurred [in year seven], you 'are to' take the two-thirds and are to give to me my one-third." "For its third" means simply "in return for a third of the ground's produce."

The scribe's inconsistency in reverting to the abnormal hieratic form of the preposition when he had just written it twice normally in our lease is no stranger than his writing of the conjunctive mdi(y) in line 7 and in line 9 mtw.k.

If this solution of the passage is correct, as I think it must be, the iw introducing the following adverbial noun-clause is the perfectly natural circumstantial particle.

§aa. The only tax for which provision is made in the Amasis leases is "the harvest-tax of the domain of Amon," the land in each case being in the domain of Amon. There is no provision for any tax of Pharaoh.

In Ptolemaic times, on the other hand, demotic leases of temple land always provide for the payment of Pharaoh's tax, and, except in the two cases to be cited, they provide only for Pharaoh's tax. The first exception is the lease of land in the domain of Amon, from Thebes, dated in year 177 B.C., BM 10230,⁸⁴ in which the lessee says to the lessor in line 7: mtw.k dī.t wy Pr-ꜥ pꜥ ntr r-hr.y n pꜥy.k ʒh nty hry, "you are to cause Pharaoh (and) the god⁸⁵ to be far from me in regard to your land aforesaid." The other case is the lease from Gebelên, late Ptolemaic,⁸⁶ Rylands 34/8-9,⁸⁷ which reads: mtw.n mh Pr-ꜥ pꜥ ntr [īwd].n, "we are to pay Pharaoh (and) the god [between] us." Whatever the obligation owed the god, presumably the god in whose domain the land was, may have been in these two cases, it was put secondary to that owed Pharaoh.

The earliest demotic lease known to me in which the taxes of Pharaoh are provided for is BM 10560,⁸⁸ from Philadelphia in the Fayum, dated in year 15 of Epiphanes, 190 B.C. The land consists of three arouras in the domain of The Ram.⁸⁹ The lessor, who is "wlt of The Ram,"⁹⁰ is to receive a stipulated four artabas of wheat for the year's rental, delivered to his house. The lessor says in lines 25-26, concerning the taxes: mtw.y dī.t wy md.t Pr-ꜥ nb.t nty iw.w r 'hpr' [m-sꜥ]'.k' n.īm.w rn n nꜥ [ʒh.w] nꜥ ssw.w nty hry, "I am to cause to be far every matter of Pharaoh concerning which one will 'have claim'[on] 'you' in the name of the [lands] in the time aforesaid." This antedates by some twenty

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years, and in the preceding reign, the earliest evidence from Greek papyri that sacred land was included under state management.⁹¹

Of course, at present we can only assert on the basis of BM 10560 that in that case the Ptolemaic state was at least collecting taxes on a piece of sacred land. However, it is significant that every lease of sacred land thereafter provided for the taxes of Pharaoh, and except in the two cases above cited no mention of any obligation to a temple occurs. The latest of all the available Ptolemaic demotic land leases presents the sole obligation of a holder of sacred land to the state even more conspicuously. That lease is Cairo 30631,⁹² drawn up in 85 B.C., in which the priests of Sobek of Tebtunis leased some of their god's land for an indefinite period to one of their number. They had taken the land from the previous holder because he had failed to pay the taxes of Pharaoh, and the only injunction laid upon the new holder was that he must pay Pharaoh.⁹³ We should certainly have expected the priests to demand from the new lessee some such document of guarantee as the state demanded from lessees of royal land,⁹⁴ if they had fully dominated the situation and had completely managed their land. Instead it was they who bound themselves under penalty to carry out the terms of the lease.

There are examples among the Greek papyri, as Partsch has pointed out, in which the priests of a domain leased out some of their sacred land and received the rental or taxes therefrom themselves.⁹⁵ Nothing of the sort has as yet appeared among demotic documents. I must confess that I cannot see with Sethe and Partsch where, in the incomplete Cairo 30704,⁹⁶ the thing that was sold by the priests is mentioned at all, to say nothing of its being specifically "heiliges Land aus dem 'Tempelfelde' des Gottes."⁹⁷ If by "Tempelfeld" they meant to translate šb.t h.t-ntr in line 1 of the document in the context, 'nty' nb nty wšh r-r.w n šb.t h.t-ntr pš dmy, "everything which is added to them from field, temple, and town," they were woefully astray. That clause would be descriptive most probably of some priestly office or stipend.⁹⁸

§bb. Spiegelberg records the use of n h.t only in Roman demotic texts as the status pronominalis of hnw.⁹⁹ That it was also equivalent to hnw in Saite times, both with suffix and before nouns, is shown by the present occurrence and by the stipulation of like meaning in Doc. VI/8: mtw(.y) dš.t pš šmw pr 'Imn n h.t n pš 1/3 n dny.t nb šh.w nty hry, "I am to give the harvest-tax of the domain of Amon out of the one-third landowner's-share aforesaid." It is used in these two cases partitively, just as hnw is in later texts.¹⁰⁰

With these cases in mind it is no longer necessary to assume that n h.t n was written in Rylands 9, 11/3 for n hš.t n, "in front of."¹⁰¹ Clearly that passage, pn.w st n h.t n h.t-ntr, should read, "they poured it (grain) out within

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the temple." I can point to two other examples of n h.t n, both from the reign of Darius I, used in what, it seems, must be a local sense, "in the body of," "within." The first is Louvre E. 7128/2,¹⁰² descriptive of a house nty n h.t n p3 'hm', "which is in the" The second is more satisfactory, from Louvre E. 3231 A/2-3,¹⁰³ di(.y) n.t t3 st3 4 3h [nty] n h.t n p3y(.y) 3h, "I have given to you the four arouras of land [which] are in my land."

Whether by chance or not, there is no example of hnw from a Saite text in Spiegelberg's grammar¹⁰⁴ or his manuscript demotic dictionary, and I cannot now point to one. Perhaps the popularity of compounds containing h.t, "body," such as n h.t n, "in the body of," "within," and hr h.t n, "on the body of," "upon," "among,"¹⁰⁵ accounts for its rarity or absence in Saite texts.

§cc. Cf. Doc. II, §g.

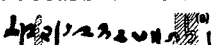
§dd. Cf. Doc. II, §h.

§ee. Inasmuch as the lessee was to sow the land only with flax, it seems likely that "all grain, all flax" may mean that some of the crop was to be cut for the fiber and some left to mature for seed in accordance with the ancient Egyptian method.¹⁰⁶ No account is taken, in demotic leases, of the second or summer crops.¹⁰⁷




§ff. Cf. Doc. II, §i. The two strokes before the suffix in in.t.w > NTQY and gm.t.f > NTQ are no doubt 𐤎𐤏.¹⁰⁸ Doc. II/7 has in.w, and Doc. V/14, gm.f.



§gg. This writing of the conjunctive, in contrast to mtw.k in line 9, is another indication of the scribe's abnormal hieratic tendencies.¹⁰⁹

§hh. That this sentence concerning the measuring of the land is an independent sentence introduced by the Present II auxiliary, and not a clause of time or condition dependent on the following clause is made certain by Doc. VI/9-10. There it is followed by a self-contained conditional sentence which can have no conceivable connection with the measuring of the land. The same thing is true of its occurrence in Loeb 45/4¹¹⁰ in the reign of Darius I. All that remains of it there is: hy n3y.n 3h.w rn.n, "measure our lands in our name," and following it is a statement of liability on the part of the lessors for any unnamed expenses that may be imposed upon the lessee. In Doc. V/13 it is followed as here by the stipulation relating to "the-damage of farmer" to the land.

Inasmuch as the clause ends, in the three cases cited, with rn, the final group in the present instance must be a writing of rn(.y), "my name." That fact, perhaps, needs paleographic justification. A comparison with the writings of rn in Doc. II/7 and 8 will show that the first sign here is a cramped 𐤎.¹¹¹ The sign 𐤎 is simply an abnormal hieratic form of 𐤎. This sentence concerning the measuring of the land occurs in the abnormal hieratic lease Louvre E. 7856 A/7-8,¹¹² written thus:  𐤎.𐤎 n(3) sš(.w)

DOCUMENT III (LOUVRE E. 7845 A)

pr 'Imn [h³]y p³ 3h (n) rn(.y), "The scribes of the domain of Amon are to [mea]sure the land in my name." This writing of what must be rn is just like the writing of a word in the earliest marriage contracts. That word appears in Berlin 3048/13,¹¹³ in year 14 of one of the kings Takelot, so: . In Louvre E. 7849/3¹¹⁴ from year 5 of Psammetichus, it is written . In Louvre E. 7846/3¹¹⁵ from year 22 of Amasis, it is written , with the more cursive form of the determinative just as is the rn in our Amasis lease.¹¹⁶ The word in the marriage contracts, it seems to me, must be read rn, "name."¹¹⁷ In each case it appears in the same context, p³ rn p³ nkw, "the name of the property" composing the wife's "gift," consisting of a number of deben of silver and measures of grain. This use of p³ rn, "the name," "the list" of a series of items is well attested in demotic.¹¹⁸

I am inclined to doubt paleographically, in view of the above discussion, that Griffith's¹¹⁹ questioned and Möller's¹²⁰ unquestioned reading and translation of , et sim.,¹²¹ in the marriage contracts, Cairo 30907+30909/9,¹²² Louvre E. 7849/8, and Louvre E. 7846/7, as , "to the name," can be correct.¹²³

The significance and purpose of the inclusion of this stipulation concerning the measuring of the land in the early leases probably lie in the final phrase, "in my (the lessor's) name." It was of no importance to the lessor or lessee that they know exactly how many arouras were in the leased plot, since the rental was to be simply a fraction of the crop, not a stipulated sum per aroura. In fact, so little attention was paid to the size of the plot that not one of these seven Amasis leases includes a mention of even the approximate number of arouras concerned, and in only two are the four neighbors of the plots listed.¹²⁴ The scribes of the domain probably measured the land of their god's domain annually of their own accord and for their own purpose, that of levying the taxes. That it was to be done in the lessor's name according to the leases probably indicated that he was to be held responsible for the tax by the scribes, perhaps also having it done in his name made additionally secure his status of holder. The stipulation is notably absent from Document II, in which the domain itself through the prophet was lessor, nor does it appear in Document IV, in which lessor and lessee were to share the taxes equally. It is also absent from Document VII, in which the lessee got no part of the crop, but merely ceded the tax and turned over the remainder to the lessor.

Significant in this connection are the scenes of land measuring found in five Eighteenth Dynasty Theban tombs. In every case the measuring is depicted as being done beside standing grain which is fully headed, apparently nearly ready for the harvest.¹²⁵ Furthermore, those scenes are part of the agricul-

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tural cycle, and do not, therefore, represent instances of measurement requested by landholders for the purpose of settling boundary disputes. In the same manner the scribes of Amon's domain in Amasis' reign must have measured the holdings in their domain at about harvest time. They no doubt measured and recorded not only the size of the plots, but the nature of the crop, its extent and quality, as a basis for their computation of the tax to be levied.

No stipulation in regard to the measuring of the land by the state occurs in any Ptolemaic lease, but probably only because some change in procedure under the Ptolemies rendered its inclusion no longer necessary. Careful measurement of land and crops certainly must have underlain the elaborate details of the annual survey reports made for taxation purposes.¹²⁶

§ii. On the word nby and the significance of the entire stipulation concerning it see Doc. V, §t.

§jj. Cf. n. 54 to Doc. V.

§kk. Nty iw.w <r> gm.t.f n.im.w, "which will be found in them." The r of the future was wrongly omitted by the scribe. He and the scribes of the other Saite leases carefully distinguished between Present II and Future III, and this relative clause is future in its other occurrences. The passive is the proper translation of it, in spite of the fact that the suffix of iw.w could refer to "the scribes" in the preceding sentence. In Doc. V/13-14, where the stipulations occur in the same order and where "the scribes" could also have been the antecedent of the subject of the relative clause, the clause itself reads, nty iw(.y) r gm.f hr h.t n nty ih.w, "which I shall find upon these lands." Hence the occurrence under discussion is only an impersonal version of it. It is still more impersonally cast in the Ptolemaic lease Reinach 1/13,¹²⁷ thus: nty iw.f r hpr n.im.w, "which will be in them." We have, therefore, no reason to doubt the conclusion stated in §hh above that the measuring of the land by the scribes had no connection with the determination of the extent of the lessee's liability for injury to the land.

§ll. "Its harvest" means, of course, the equivalent in produce of the injury which may result to the land from negligence on the part of the lessee.

§mm. By insuring the fact that the compensation for damage to the land should come from the lessee's three-fourths part of the crop, the lessor probably made certain that he would get his compensation at the division of the harvest and from new grain of known quality.

§nn. R h.t n is another of the popular Saite prepositional compounds containing h.t which have not hitherto been adequately noted or comprehended.¹²⁸ It is obvious that in this case it means nothing if translated "like" or "according to," and it can certainly not be considered as an erroneous writing for r h3.t n,

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"to the front of."

In the corresponding clause in Doc. V/14-15 the lessor says: ī.īr(.y) r ty <p̄y.f šmw> n t̄y.k dny.t n p̄ nty 'h^c mn, "I shall take <its harvest> from your part of that which stands remaining." It is clear that "that which stands remaining" refers to what would be left after the lessor's ground rental had been taken.¹²⁹ That remainder was to be further divided, so in Document V it was proper for the lessor to say that he would take compensation for damage to the land from the lessee's part of that which remained. However, in the present lease the lessee was to get all that remained after the lessor's 1/4 had been given him, so "your part" and "that which remains" would be identical. We must, I think, take r h.t n as "from the body of," "out of," and construe it with dī.t, "give out of."


There are two other occurrences of r h.t (n) from Amasis' reign, although the two amount actually to one, and in those cases also the preposition can mean only "from the body of," "out of." Both occurrences are in the deed for a tomb endowment in the Louvre.¹³⁰ In line 2 the donor says: dī(.y) n.k st̄
11 šh nty hr pr 'Imn n t̄ khy Kbt n p̄ imnt r h.t (n) st̄ 22 šh nty (n) p̄
mhn n 'Imn, "I have given to you 11 arouras of land which are in the domain of Amon in the Coptos district, in the west, out of 22 arouras of land which are in 'The Milk Can of Amon.'" In line 8 he says: dī(.y) n.k t̄y st̄
11 šh r h.t (n) st̄ 22 šh, etc., "I have given to you these 11 arouras of land out of 22 arouras of land, etc."

In view of these instances, it seems to me possible that Rylands 9, 2/19-20, fy.w n r h.t n h.t-ntr, should be translated "they carried us out of the temple."¹³¹

§oo. The scribe, in moving to a new line, forgot to write šh.w, "lands." This stipulation also occurs in Doc. VII/9-10, but there the lessee added that he would be far from the land from the termination of the lease onward "without citing any title." Although the promise of the lessee to abandon the land at the end of the term of the lease in order that the lessor might lease it thereafter to whomsoever he desired appears quite commonly in the Ptolemaic leases,¹³² there is no hint elsewhere that the lessee might attempt to continue on the land by citing some document or claim. There is nothing in the leases themselves which could be interpreted as giving him the right to so continue. However, lessors must have generally feared and desired protection against lessees who might refuse to be displaced. Such a possibility could exist only where the landholder "owned" his land in a rather precarious manner.

§pp. Party A, the lessor, subscribed in his own hand and in abnormal hieratic. The tp.f, "his head," "himself," of course, leaves no doubt that we

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have his own signature.¹³³ The writing is not very careful, but it is not difficult to read in the presence of line 1 of the contract. In the case of the second prophetship, hm-ntr and hnty bnn are clear enough, but between them I can read only .... If the unread sign is for ty, then the prophet must have omitted the name of the associate god which appears in line 1 after Djeme.¹³⁴

On the subscription of party A see Doc. II, \$n.

DOCUMENT IV¹
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Transliteration

- (1) ḥ3.t-sp 35 3bd 3 šmw^a n Pr-^c ʿIḥ-ms
dd ʿ3m n Mnt^b P3-dī-Mnt^c (2) s3 P3-w3ḥ-ʿImn^c n w3ḥ-mw ʿIr.t.w-rd
s3 Dd-ḥy^d
shn.k n.y p3y.k 3ḥ (3) ḥtp^e r-dī.w n.k r r3^f ḥm-ntr ʿImn-R^c-nsw-
ntr.w ʿIr.t-Ḥr-r.w s3 Dī-sw-Ḥnsw nty (n) t3 (4) ky p3 ʿihy n p3 mhn n
ʿImn^g nty iw.w dd n.f t3 sby^h nty iw p3y.f (5) imnt p3 3ḥ Ḥbs-n-Ḥnsw^h
in-iw šmm ḥprⁱ n ḥ3.t-sp 36 iw.n ir^j (6) prt nb ʿsmⁱ nb^k nty iw.w
r ḥpr ḥr ḥ.t.f^l n dny.t 2 mtw.k dny.t 1 ink (7) dny.t 1 irm n3y(.y)
ḥbr.w^m mtw.n wy.^t p3 šmm pr ʿImn iw.t.n^o (8) s 2^p
i.ir ḥw gwy^q ḥpr iw.t.n^r s 2^p
ʿr-ʿsš Ns-Ḥr s3 P3-dī-Ḥr-rs[n] (9) p3 imy-r3 ḥ3s.t^s
(10) ʿr-ʿsš ʿNḥt^l-Ḥnsw-.....^t s3 P3-dī-Ḥr-rsn
(11) ʿr-ʿsš Ns-p3-sfy s3 P3-w3ḥ-Ḥr^u

Translation

- (1) Year 35, Epeiph,^a of Pharaoh Amasis.
Has said the herdsman of Mont,^b Petemont (2) son of Puahamon^c to the
choachyte Ieturodj son of Djechy:^d
You have leased to me your (3) endowment^e land which was given to you
ʿfor^f the prophet of Amon-Ra-King-of-Gods, Inaros son of Taischons, which
is in the (4) highland, "The Stable of the Milk Can of Amon,"^g (and) which is
called "Teseby,"^h (on) whose (5) west is the land, "Lamp of Chons."^h
When harvest has occurredⁱ in year 36, we are to make^j (6) all grain (and)
all ʿfodder^k which will be upon it^l into two parts; namely: for you one part,
(and) for me (7) one part, together with my associates.^m And we are to cedeⁿ
the harvest-tax of the domain of Amon between us,^o (8) the two persons.^p
Gain (or) loss^q is to be (shared) between us,^r the two persons.^p
Written by Eshor son of Peteharres[ne], (9) the overseer of the necropolis.^s
(10) Subscribed by ʿNacht^lchons-.....^t son of Peteharresne.
(11) Subscribed by Espesefy son of Puahhor.^u

Commentary

§a. The lease was written in the month October 31 to November 29, 535 B.C.

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See Doc. I, §a.

§b. Spiegelberg's inference that ʿ3m means simply "farmer," "peasant" in the broadest sense² because the men so styled are almost always parties to contracts dealing with land or farming does not seem to me compelling. In the first place, contracts dealing with agricultural land and farming constitute the largest single group among the demotic contracts. I venture the statement in the absence of statistics that agricultural contracts of one kind or another at least equal in number all other types of contracts together. A corollary to that statement is this: persons bearing secular and priestly titles of almost every description are to be found at one time or another concerned with agricultural land and farming, and among them priests predominate.

Sethe's observation that ʿ3m occurs only in Upper Egyptian documents and wy^c only in Fayumic documents in the familiar Ptolemaic occupational titles, ʿ3m or wy^c b3k (n) god,³ is more significant and makes the conclusion that the two words are synonymous much more probable. However, one must not be misled into believing that wy^c, "farmer," is never or even rarely used in Upper Egyptian documents. The contrary is true, and this seems to me equally significant. In the leases, whatever their provenance, appear the common agricultural phrases: wpt.t nb.t wy^c, "every labor of farmer"; stbḥ.t nb.t wy^c, "every implement of farmer"; and p3y.f lwḥ n wy^c, "its accusation of farmer." The word ḥw.ty,⁴ "farmer," occasionally appears instead of wy^c in the first two of the expressions, but ʿ3m does not even once. Furthermore, in two petitions from Siut the landowner Tefhape stated that he went to his land to reap with his wy^c in a certain year.⁵ Yet in the Siut record of court proceedings it is stated that the Greek strategos had one of Tefhape's uncles as his ʿ3m and another as his camel keeper (mn gmwł).⁶ It seems to me rather unlikely that this employee of the strategos was designated simply as his "peasant" or even his "farmer." The man probably had some job about as definite as "camel keeper," and we know that the Coptic AME means "herdsman."⁷

In short, ʿ3m fails to appear even in Upper Egyptian documents in any context in which the meaning "farmer" would be unavoidable. Instead, wy^c occurs in those contexts, as Tefhape's petitions admirably illustrate. So also in the Saite lease, Document V, although the lessee is an "ʿ3m of the domain of Mont," his cultivating and working of the land in the domain of Amon is called the work of an ḥw.ty, "farmer."⁸

More important in relation to the title of Petemont, ʿ3m n Mnt, "herdsman of Mont," or ʿ3m n pr Mnt, "herdsman of the domain of Mont," as it appears more fully in Doc. V/2 and Doc. VI/1-2, is the fact that in Ptolemaic times he would have been called ʿ3m b3k (n) Mnt, "herdsman, servant of Mont." Occupa-

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tional titles of the first type are not uncommon in Saite and Persian papyri, whereas those of the second type are abundant in Ptolemaic papyri.⁹ B3k, "servant" or "slave," does not appear in any such titles from the pre-Ptolemaic period, and to my knowledge it is not absent from those of the Ptolemaic period in any instance.

It is doubtful, I think, that the men called 3m b3k 3Imn, "herdsman, slave of Amon," in the Ptolemaic papyri Carnarvon I/1 and II/1,¹⁰ who bought and sold land in the domain of Amon in the "Coptos district" in the area called "The Stable of the Milk Can"¹¹ had any different legal or economic status than did the 3m n pr Mnt, "herdsman of the domain of Mont," who leased land in the same area in these Amasis leases.

There are a few facts concerning the use of b3k, "slave," in the titles of persons, which have not been noted, although the interpretation of them is not evident to me. For instance, one does not find priests at any time being called b3k's of gods. The only instance known to me is in BM 10240/1,¹² where the title 3t-ntr b3k 3Imn, "god's father, slave of Amon," occurs, and that one may be only a slip for the very common 3t-ntr 3Imn. Then in the Saite lease, Doc. I/8, the members of party A are called b3k 15, "fifteen slaves." Seven of them bear the title w3h-mw, "choachyte," and one is "administrator of cloth."¹³

There are no instances, I believe, among demotic papyri, in which the b3k of a private individual appears as a contracting party,¹⁴ but the b3k's of gods do so appear frequently in Ptolemaic times.¹⁵ Some doubt attaches itself to the belief of Spiegelberg¹⁶ and Sethe¹⁷ that the b3k's of a god were simply hereditary holders of land or other property in that god's domain, but that appears to be the best conjecture to date. However, we find the Ptolemaic "herdsman, slave of Djeme" being leased land to farm which is not even in his "master" god's domain but in the domain of Amon,¹⁸ just as the Saite "herdsman of the domain of Mont," Petemont, was so far from being fully occupied in his god's domain that he could engage to farm two pieces of land in the domain of Amon in the same year.¹⁹

§c. This name is certainly to be read P3-w3h-3Imn, "The enduring(?) of Amon,"²⁰ not P3-hr-3Imn, "The face of Amon." The w3h is to be compared with its form in w3h-mw just following, and contrasted with hr in line 6. Hr always has a determinative of two strokes in the Amasis leases here studied, but w3h has none.²¹ Reich read the name properly, "Puachamon,"²² in the present instance, but failed to recognize not only the same name but the same man in what he read as "Pehoamon"²³ in Doc. V/2 and the present instance, and as "Premho"²⁴ in Louvre E. 7834/2.²⁵

This Petemont son of Puachamon appears as lessee not only here in year

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35 of Amasis but also in Doc. V/2 and Doc. VI/2 from year 36. He, together with his brother, Ithoroys, and the present lessor, Ieturodj, was given a receipt for his domain tax in year 35, also.²⁵

§d. This Ieturodj²⁶ son of Djechy figures in other Louvre agricultural documents. Besides the receipt for year 35 of Amasis noted in the preceding paragraph, he received similar receipts alone in year 31,²⁷ year 34,²⁸ and year 35.²⁹ He also leased a different piece of land from the one in this lease in year 37.³⁰

§e. On endowment land compare Doc. III, §r. From Document VII we learn that Ieturodj also held the endowment of another prophet of Amon.

§f. This relative clause appears in Doc. VII/4, descriptive there also of a piece of endowment land held by Ieturodj. There, however, t3 h.t n, "the tomb of," is inserted between r r3 and the name of the deceased person whose mortuary endowment the land was. Spiegelberg took r r3 in Doc. VII/4 to mean "bei" as it does in later occurrences.³¹ It cannot be objected that, in the present instance in the absence of "the tomb of," it does not mean "beside" or "near," for the deceased's name would signify his tomb. On the other hand, it seems to me highly improbable that these two tomb endowments of productive land, and still another in the same area of Amon's domain to which we shall refer presently, were geographically situated "at the door of" or beside the beneficiary's tomb, or rather that the persons were buried in each case in proximity to arable land.³²

This preposition, r r3, occurs twice in the same connection in a deed from year 15 of Amasis by which a son gave eleven arouras of land to a choachyte as the endowment of his mother's tomb.³³ That land was also in the domain of Amon in "The Milk Can of Amon." The donor says in line 2: d3(y) n.k t3y st3 10 3h 'ky' n htp r r3 T3-sn.t-n-Hr t3y(y) mw.t hw st3 l r st3 11 3h, etc., "I have given to you these ten arouras of 'high' land as endowment r r3 Tsenenhor, my mother, plus 1 aroura, making 11 arouras of land, etc." And again in line 12 he says: mn(y) st n.k (n) htp r r3 T3-sn.t-n-Hr t3y(y) mw.t, "I have presented (?)³⁴ them to you as endowment r r3 Tsenenhor, my mother."

It seems to me that r r3 too closely and clearly follows a combination of d3.t and htp³⁵ in the four instances for that fact to be ignored. The absence of t3 h.t n, "the tomb of," after the preposition in three of the cases weighs against its being a preposition of place.³⁶ The conclusion appears inescapable that r r3 indicates prepositionally the manner or the purpose of the giving of the endowment. Without hazarding a guess at the nature and psychology of the idiom, I suggest that something like "for the sustenance of," "for the benefit of," or simply "for" most nearly interprets the phrase in these four passages.

§g. On the name of the highland see Doc. V, §i.

§h. I do not know what the popular name of the land, "The sby," means.

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Curiously enough it has the determinative of a body of water. It seems probable that Hbs-n-Hnsw is the popular name of the neighboring western plot, not the name of the owner of it. On the analogy of P3-gst-Hnsw, "The Scribe's Palette of Chons,"³⁷ however, we should expect the masculine article here also.

§i. Cf. Doc. II, §g.

§j. Again a definitely intended Present II in contrast to the future in the following relative clause. Cf. Doc. II, §h.

§k. Perhaps "all 'fodder'" or "all 'grass'" was intended to include all second and third crops that might be grown in the year.³⁸ In the vast majority of Ptolemaic leases of grain land, the rental was to be a specified amount of grain and nothing was said about any other produce.

I am not certain of the word read 'sm', "fodder," here, in Doc. V/7 and Doc. VI/6 and have even thought of šn > ḳhn, "tree," as likely paleographically but less likely in the context.

§l. No proper meaning for hr h.t, "upon the body of," in this context will be found in Spiegelberg's grammar.³⁹ The preposition appears before a noun in Doc. V/7 in the same relative clause, descriptive of the produce. In Doc. VI/6 the clause reads, nty īw.w r hpr n.īm.w, "which will be in them," and in the Ptolemaic lease, BM 10230/7,⁴⁰ it reads, nty īw.f r hpr hnw.f, "which will be in it." Hence we may be sure that hr h.t in the two cases cited and in Doc. V/14 means simply "upon" or "in," and so also in Doc. VII/10. In Doc. V/4, ḫ.w nb nty īw.k r sk3.w hr h.t n n3y(y) ḫ.w, "all lands which you will cultivate among my lands," it is used essentially in a partitive manner, just where hnw would have been used in Ptolemaic times.⁴¹

§m. The strange form of the first group in hbr.w, which looks as though it might represent ḫ, probably represents ḫ, and so also in Doc. VI/4 and 7.⁴² It is clearly ḫ in the same word in the Amasis receipts, Louvre E. 7841/2,⁴³ ḫm-124, and Louvre E. 7847/4-5, 7,⁴⁴ 20/24, and in Loeb 47/3⁴⁵ from the reign of Darius I.

Characteristically nothing is said of these associates as being parties to the contract. So also in Document VI we are first apprised of the fact that Petemont was not the sole member of the lessee party rather incidentally in the statement that five of the oxen to be used belonged to him and his associates (line 4), and, as in the present instance, that the lessee's share was to go to him and his associates (lines 6-7).

§n. For other occurrences of the first person plural ending t on the Qualitative see Rylands 9:13/19, 19/20. The same ending appears on wy for the first person singular in Doc. VII/8, 10.⁴⁶

Our scribe omitted to write a preposition after wy.t here and in Doc. VII/8.

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We should have expected r, "from," which he unavoidably wrote with the suffix in Doc. VII/10. The preposition r is not omitted in these early texts, nor for that matter in later texts, but n is occasionally. Should we supply n here and in Doc. VII/8, the clause would have to be translated, "we are (or 'I am') to be far in regard to the harvest-tax of the domain of Amon." Such a statement would, to my knowledge, represent an unparalleled usage of wy n, "to be far in regard to." One could, or could cause another to, "be far from" (wy r) a person or a thing,⁴⁷ and he could, or could cause another to, "be far from" (wy r) a person "in regard to" (n) a thing,⁴⁸ but I know of no example in which a person is said to "be far in regard to" (wy n) a thing.

§o. This lease was a highly advantageous one for the lessor, who was to get half of the produce and pay only half of the domain tax, as compared with Documents V and VI, which permitted the lessor only a third out of which he had to pay the whole tax. To be sure, in the two latter instances the lessor took an additional part of the produce for the oxen he supplied, but that was a matter entirely apart from the third for ground rental.⁴⁹

§p. The writing of s, "person," twice in this line probably represents sa.⁵⁰

§q. Spiegelberg has correctly derived and interpreted gwy as originally meaning "want" or "lack," and in this context specifically "loss," the antithesis of hw, "excess," "gain."⁵¹ Now, it is altogether understandable that joint owners of a cow⁵² or geese⁵³ should specify that profit and loss would be shared between them. It was not necessary for lessor and lessee in the lease under discussion to say that profit or loss would be shared between them, for they had already agreed to share the produce and the domain tax equally between them. Why the same statement concerning the sharing of profit or loss between the parties should appear in Doc. V/16, I cannot see at all. According to that lease, the lessor was to receive one-third for ground rental and one-half for oxen and seed, and was to pay all of the tax alone, while the lessee was to receive the remaining one-sixth and was to pay for any damage to land and oxen out of it.⁵⁴ The sharing of profit and loss simply could not happen if the preceding elaborate stipulations were carried out. No matter how great or how small the yield of the land, the shares and the liabilities of each party were fixed.

§r. The scribe omitted even the t of iwṯ here, and omitted the determinative both in line 7 and here. Compare the full writing in Doc. V/16.⁵⁵

§s. This scribe also wrote Document VII.

§t. The last element of this name appears to be, in part, ḥr, but a plausible word escapes me.

§u. This name must be P3-wḥ-Hr, on the analogy of P3-wḥ-Imn,⁵⁶ not P3-ḥr-Hr as Reich read it.⁵⁷

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Transliteration

(1) ḥ3.t-sp 36 tpy šmw^a n Pr-^c ʾṯḥ-ms
 ḏd ʾt-nṯr Wd3-Ḥr s3 Dī-ʾImn-^cw-Ḥnsw^b (2) n ʾ3m n pr Mnṯ nb W3s.t
 P3-dī-Mnṯ s3 P3-w3ḥ-ʾImn^c mw.t.f Rwrw^d
 dī(y) n.k p3y (3) ḥtr n n3 ḥ.w sk3.w^e r sk3 n.īm.f n rn n ʾt-nṯr
 Rry s3 Dī-ʾImn-^cw- (4) Ḥnsw^f ʾw.k n-mtw.f n ʾḥw.ty.f^g n 3ḥ.w nb nty
 ʾw.k r sk3.w ḥr ḥ.t n^h n3y(y) (5) 3ḥ.w nty ḥr pr ʾImn n t3 ḳḫy Ḳbt n
 p3 ʾmnt n t3 ḳy p3 ḥ- (6) y n p3 mhn n ʾImnⁱ n ḥ3.t-sp 36 r ḥ3.t-sp 37
 ʾn-ʾw šmw ḥpr^j n ḥ3.t-sp 37 ʾw(y) (7) ʾy p3 1/3 n prt nb ʾsm^k nb
 nty ʾw.w r ḥpr ḥr ḥ.t n^l n3 3ḥ.w nty ʾw.k r sk3.w n p3y ḥtr (8) n n3
 ḥ.w nty ḥry r-s3.k r-r.f r rn n^m Rry s3 Dī-ʾImn-^cw-Ḥnsw p3y(y) sn
 n rn n (9) p3 šmw 3ḥ.wⁿ
 mtw(y) dī.t wy n3 s3.w pr ʾImn r-r.k n p3y.w šmw pr ʾImn ʾw-bn-
 ʾw(y) rḥ (10) dī.t ʾḥ^c s3 ʾrd ʾi.ʾr-ḥr.k^o n rn n p3y.w šmw pr ʾImn
 mtw.n ʾr p3 sp n dny.t 4 (11) ʾi.ʾr-ḥr.n ʾnk dny.t 3 n rn n
 p3y ḥtr n n3 ḥ.w prt^p n rn n ʾt-nṯr Rry s3 (12) Dī-ʾImn-^cw-Ḥnsw mtw.k
 dny.t 1.t n rn n p3 sk3 p3 ʾr wpy(.t) nb.t md.t nb.t nty ʾw ʾḥw.ty.f^q (13)
 ʾr.w n ḥ3.t-sp 36 r ḥ3.t-sp 37
 ʾi.ʾr n3 s3.w pr ʾImn ḥy n3y(y) 3ḥ.w n rn(y)^r
 ʾs p3 (14) nby^t n ʾḥw.ty nty ʾw(y) r gm.f ḥr ḥ.t n n3y 3ḥ.w
 nty ḥry ʾi.ʾr(y)^u r ʾy <p3y.f šmw>^v r ʾ3^w n3 dny.wt n (15) ʾt-nṯr Rry
 s3 Dī-ʾImn-^cw-Ḥnsw n t3y.k dny.t n p3 nty ʾḥ^c mn^x ʾw.f nfr^y
 ʾi.ʾr p3 nby^z (16) n ʾḥw.ty n p3y ḥtr n n3 ḥ.w ḥpr r-^c.wy.k^{aa}
 ʾi.ʾr ḥw gwy^{bb} ḥpr ʾwḏ.n ʾrⁱ ḥ.t^{cc} (17) [2.t]
 ʾr-ⁱs3 Dd-Mw.t-ʾw.f-^cnḥ s3 ʾIr.t-Ḥr^r-r.w^{dd}

Translation

(1) Year 36, Pachons,^a of Pharaoh Amasis.
 Has said the god's father Udjahor son of Teamonauchons^b (2) to the herds-
 man of the domain of Mont, Lord of Thebes, Petemont son of Puahamon,^c his
 mother (being) Ruru:^d
 I have given to you this (3) yoke of the plow-oxen^e to plow with it in the
 name of the god's father Rery son of Teamonau- (4) chons.^f You are to be its
 farmer^g for all lands which you will cultivate among^h my (5) lands which are in

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the domain of Amon in the Coptos district, in the west of the highland, "The Stable (6) of the Milk Can of Amon,"ⁱ in year 36 to year 37.

When harvest has occurred^j in year 37, I am to (7) take the third of all grain (and) all 'fodder'^k which will be on^l the lands which you will cultivate with this yoke (8) of the oxen aforesaid concerning which you have written to the name of^m Rery son of Teamonauchons, my brother, in the name of (9) the land rental.ⁿ

And I am to cause the scribes of the domain of Amon to be far from you in regard to their harvest-tax of the domain of Amon, whereas I shall not be able (10) to cause that (a) writing stand 'up before' you^o in the name of their harvest-tax of the domain of Amon.

And we are to make the remainder into four parts (11) before us, namely: mine are three parts in the name of this yoke of the oxen (and seed-)grain^p in the name of the god's father Rery son of (12) Teamonauchons; yours is one part in the name of the cultivating, the doing of all work (and) everything which its farmer^q (13) does in year 36 to year 37.

The scribes of the domain of Amon are to measure my lands in my name.^r

As for^s the (14) damage^t of farmer which I shall find upon these lands aforesaid, I shall^u take <its harvest>^v 'in excess of'^w the portions of (15) the god's father Rery son of Teamonauchons from your portion of that which stands remaining,^x it being good.^y

The damage^z (16) of farmer to this yoke of the oxen is to be against you.^{aa}

Gain (or) loss^{bb} is to be (shared) between us, 'the (17) [two] parties'.^{cc}

Written by Djemutefonch son of Inaros.^{dd}

Commentary

§a. The date fell in the month September 1-30, 534 B.C.

§b. This Udjahor is the lessor in Doc. VI/1, also, which was made in the same month of the same year as was this one.

§c. On Petemont's title, his father's name, and other transactions in which he figures see Doc. IV, §§b and c.

§d. With this writing of the mother's name compare that in another scribe's hand in Doc. VI/2.²

§e. From the prominence of first place given the matter, one might be led to infer that the loaning of the plow-oxen was the chief purpose of this document. That the land was also leased to Petemont appears to be more or less assumed from line 4 on. Yet the document contains all the stipulations we have learned to expect in Saite leases. Perhaps the matter of the yoke of oxen was introduced first because Udjahor did not own the oxen himself, and because normally

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the lessee supplied his own oxen. Thus the situation was doubly unusual.







The relationship between this transaction and that of Document VI, which is a lease between the same parties, written in the same month, for the same agricultural year, and for land in the same area of the domain of Amon, but written by a different scribe, immediately engages attention.³ The following facts from the two documents show them actually to be irreconcilably unrelated: (1) Petemont is alone the lessee in this contract, but in Doc. VI/4, 7 he has associates. (2) Udjahor's brother, Rery, who owned the yoke of oxen in this contract, does not appear in Document VI. (3) A yoke of oxen was provided for Petemont here, but in Doc. VI/4 Udjahor supplied only one ox, whereas Petemont and his associates provided five. (4) Although in each case the ground rental was to be one-third of the crop and Udjahor was to pay the harvest-tax out of it, in the present lease Udjahor was to take in all five-sixths for ground, oxen and seed, but in Document VI he was to receive in all four-ninths for his land and one ox. Obviously Petemont could not possibly have carried out both contracts if they had applied to the same piece of land. Unfortunately, but rather characteristically in the Saite leases, no boundaries are listed in either document. Udjahor must have owned more than the land tacitly leased to Petemont in the present contract, hence in line 4 he could say, "all lands which you will cultivate among my lands, etc."

§f. The role which Udjahor's brother, Rery, played in the transaction will be discussed at various points in the succeeding paragraphs of this commentary. It is necessary to indicate at this point that this first statement of the contract cannot be taken to mean what would be entirely possible grammatically, that Udjahor loaned his own yoke of oxen to Petemont, that Petemont was to cultivate with it "in the name of" or for Rery, and that, therefore, the land to be so cultivated belonged to Rery. It appears to me undeniable that the oxen were Rery's⁴ and that the land was Udjahor's.⁵ Thus, I think we must take the opening statement to mean that Udjahor was supplying the oxen for the farming as he had no doubt verbally agreed to do, but that they were Rery's oxen and Udjahor supplied them "in the name of" Rery. In a sense, of course, Petemont was to cultivate with the yoke in the name of Rery, inasmuch as Rery was to receive a part of the produce for its use and since Petemont was, as I believe line 8 to say, contractually obligated to Rery concerning the oxen.

§g. The demotic of this clause is literally, "you are to be with it as its farmer." I cannot point to another example of such an apparently intentional n before the preposition mdj>mtw>NTA-. Grammatically the antecedent of the two suffixes f could be "Rery" equally as well as "this yoke," and that would apply to the suffix of hw.ty in line 12. The qualification "whereas you are to

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
be his farmer" would be understandable if Rery owned the land, but if, as I believe can be shown, he did not own the land, the statement would not have been applicable. On the other hand, if we take "this yoke of the oxen" to be the antecedent of the suffixes and translate the clause, "whereas you are to be its farmer," it has the same significance as the clause in Doc. VI/4-5, "whereas you are he who is to use my ox aforesaid for work."

The two signs  following the determinative and preceding the suffix of 'hw.ty.f here and in line 12 must certainly stand for the hieratic  = ʕw, despite their appearance of being written by our scribe identically like  in hy in line 13 and for ty in line 14.⁶ This insertion of t in the pronominal state of the nisbe-adjective of a feminine noun is also illustrated by the Amasis writings of h3.ty.w, "their hearts,"  7  8. In fact, the careers of 'hw.ty and h3.ty in demotic coincide quite generally. In Saite and Persian times both words ended in the absolute state with their proper determinatives.⁹ Then in Ptolemaic times a  = t was added after the flesh determinative of h3.ty in both the absolute and pronominal states.¹⁰ So also in almost every Ptolemaic occurrence of 'hw.ty a t was added after the determinative.¹¹ 'hw.ty is known to me only in the two instances in the present lease in the pronominal state.

This does not mean that the ty was lost from the pronunciation of the absolute state of the two words in Saite and Persian times, and then returned to the pronunciation and thence to the writing in Ptolemaic times,¹² but only that the Ptolemaic scribes felt it to be absent from the historic writing and present in pronunciation, so they wrote again the t.¹³

To 'hw.ty, augmented by t, the Ptolemaic scribes added further the plant determinative in a few instances, but only when the word was part of the phrase hw 'hw.ty, "excess of farmer."¹⁴ The determinative in those cases may have been applied to the idea of the compound, "ground rental," rather than to 'hw.ty alone.¹⁵

\$h. On the preposition hr h.t n see Doc. IV, §1.

\$i. On this long designation of an area of the domain of Amon at Thebes see Spiegelberg¹⁶ and Reich.¹⁷ It must be pointed out that mhn is so to be read, not mhn as Reich insisted.¹⁸ The ancient word for "milk jar," "milk can" was written  19. The clear writing of the word in Loeb 41/2²⁰ shows the h and n distinctly. A comparison of shn, "to lease," in Doc. VI/2²¹ with mhn in line 3 of the same document ought to be finally conclusive.

If there were any question about pr + god meaning "the domain of" the god in Saite times just as p3 htp-ntr + god does in Ptolemaic texts, the occurrence of nty hr p3 htp-ntr 3Imn in the Ptolemaic papyri, Carnarvon I/2 and II/2,²² exactly where nty hr pr 3Imn occurs in the lease under discussion should answer

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it. For the Saite and Persian use of htp-ntr with the meaning "divine-offerings" or "god's income," see Doc. II, §j.²³

§j. Cf. Doc. II, §g.

§k. Cf. Doc. IV, §k.

§l. Cf. Doc. IV, §l.

§m. I think there is no doubt that the scribe wrote r-sš.k at the beginning of this relative clause, and not r-sš(.y) n.k as Revillout read it.²⁴ The k is under sš where the suffix should be in contrast to the complete separation of the dative in dī(.y) n.k in line 2. The deceptive beginning of the k is again illustrated in r-^c.wy.k in line 16 where n.k is out of the question. The antecedent of the relative, as r-r.f shows, is "this yoke," not "the lands." Finally, the scribe wrote a clear r rn n. The r cannot be mistaken and can be ignored only at our peril. Certainly the scribe meant something distinctly different by this r rn n than he did by n rn n, "in the name of," in other contexts.²⁵ If the scribe had intended to say that Udjahor was to take the third for ground rental "on behalf of" or "by right of" Rery, as Griffith thought he had,²⁶ he would necessarily have written īw(.y) ty p³ 1/3 n rn n p³ šmw šh.w n rn n Rry, etc., "I am to take the third in the name of the land rental in the name of Rery, etc.," employing the preposition and succession of phrases which he did in line 11, "mine are three parts in the name of this yoke of the oxen (and seed-) grain in the name of the god's father Rery, etc." That seems to be proof enough that he did not intend any such statement and that r rn n Rry belongs within the relative clause and not to the main clause of the sentence.

Our passage is, I believe, paralleled by a statement in the Siut court proceedings made by Tefhape concerning land held and leased jointly by himself and his brother: īr.f n.n šhn r-rn.n n p³ s 2, "He (the lessee) made for us a lease to our names, the two persons."²⁷ This statement shows that to write or make a document "for" a person and "to the name of" a person mean the same thing, hence we could not have r-sš(.y) n.k r-r.f r rn n Rry, "concerning which I have written for you to the name of Rery," in the present passage.

The scribe took the opportunity in an already cumbersome sentence to recall that Petemont had written a document for Rery covering the loan of the yoke of oxen and Petemont's responsibility for it. We have no reason to believe that the land belonged in any way to Rery. We have every reason to believe that the oxen belonged to him and that he was neither deceased²⁸ nor a minor.²⁹ The only interpretation which the document as a whole will bear, it seems to me, is this: Udjahor negotiated a loan of a yoke of oxen from his brother, Rery, to Petemont so that Petemont could cultivate part of Udjahor's land. Probably neither of them had a yoke available for the purpose. Petemont drew up a docu-

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ment for Rery concerning the loan. Udjahor made the present lease and included in it the stipulations that he was to act for Rery at the division of the harvest and to take for Rery a portion in return for Petemont's use of the oxen and any damage that might befall them. The lessee normally supplied the oxen, hence Petemont needed them as his contribution to the farming and he, not Udjahor, was the borrower.

§n. The scribe intended, perhaps, to write p3 šmw n3 šh.w, "the harvest-rental of the lands," or p3 šmw nb šh.w, "the landowner's harvest-rental." At least, no compound such as p3 šmw šh.w implies occurs elsewhere in demotic for "the ground-rental."

This is the only time in these Amasis leases when the lessor's rental is designated as šmw, but perhaps only because in the simple division of produce no occasion arose ordinarily to designate the share of each party as anything more than a "share" or "part" (dyn.t).

In Ptolemaic leases from the Fayum šmw³⁰ is always used to mean "rental" and šmw Pr-ꜥ3 to mean "royal taxes."³¹ In Upper Egyptian Ptolemaic leases, on the contrary, šmw³² always means the royal taxes, p3 šmw Pr-ꜥ3 occurring very seldom.³³ The lessor's ground rental per se, not including the taxes, is called p3 hw ꜥhw.ty, "the surplus of farmer,"³⁴ in the Upper Egyptian leases. When the lessee was to pay the taxes, he gave to the lessor only the hw ꜥhw.ty.³⁵ In the instances in which the lessor was to pay the taxes the lessee was to give him both the šmw and the hw ꜥhw.ty. Illustrative of the latter situation is BM 10230/6³⁶ in which the lessee says: mtw.y d1.t r-dr.t p3y.k rd (short blank space) [p3 1/5 n rn]³⁷ p3 šmw p3 hw ꜥhw.ty n p3y.k šh . . .³⁸ nty hry, "I am to give into the hand of your agent [the fifth in the name of] the harvest-tax and the surplus of farmer (i.e. rental) of your land . . . above." In line 7³⁹ he says: "You are to cause Pharaoh and the god to be far from me in regard to your land above," that is, pay the taxes.⁴⁰ So also in Cairo 30683/3,⁴¹ that which the lessees were to give the lessor is called p3 hw ꜥhw.ty ꜥt3y šh.t' nty hry hnꜥ p3y.s šmw, "the surplus of farmer of 'this (aroura of) land' aforesaid together with its harvest-tax." The stipulation concerning the paying of the tax is lost, but there can be no doubt that the lessor was to pay it. Rylands 41/10-11⁴² is self-explanatory. The lessor was heavily in debt to his lessee⁴³ and simply guaranteed to him the rental to apply on the debt thus: mtw.y d1.t wy Pr-ꜥ3 p3 ntr n3y.y hrꜥd.w' rmt nb (n) p3 t3 r-r.k p3 šmw p3 hw ꜥhw.ty n n3 šh.w ꜥnty hry hr rnp.t' n p3y.y rmt nmh, "I am to cause that Pharaoh, the god, my chil'dren', every man in the world be far from you in regard to the harvest-tax and the surplus of farmer of the lands 'aforesaid yearly', as my free man." In lines 11-12 he stipulated that the lessee was to pay the tax of Pharaoh (t3 md.t Pr-ꜥ3).⁴⁴

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The Gebelên lease Heidelberg 723⁴⁵ was an unfortunate text from which to begin a study of šmw and hw hw.ty as Sethe did. As he states, the scribe changed mtw.n to mtw.k in line 13 so that the stipulation would read, not "we (the lessees)," but "you (the lessor) are to pay its harvest-tax to the door of Pharaoh."⁴⁶ Then we should expect, on the basis of the above observations, that the lessees would have given to the lessor p3 šmw p3 hw hw.ty, "the harvest-tax and the surplus of farmer," but line 15 reads, mtw.n dī.t [n.k] n hw hw.ty n rn p3 šh, etc., "we are to give [to you] as surplus of farmer in the name of the land" certain amounts of produce. However, there is something arresting about the fact that the scribe had to add some words above the beginning of line 14, and what he did add is impossible of understanding in the context, even more impossible than Sethe indicated.⁴⁷

The garbled text results, I believe, from some such a succession of events as the following. The scribe wrote first, "we (the lessees) are to pay its harvest-tax to the door of Pharaoh in accordance with that which the scribes of Pharaoh will bring against us, etc.," and went on consistently to write the clause containing hw hw.ty. Inasmuch as the lessees were to pay the taxes, they would give to the lessor only the "surplus of farmer," the ground rental per se. Probably after he had written or begun writing the list of rather large amounts of produce in lines 16-18, he discovered his error or was apprised of the fact that this lessor was in the habit of paying the taxes himself as is indicated by his lease of this ground seven years previously.⁴⁸ The scribe then returned to fix up his text with the least possible alteration. He corrected mtw.n to mtw.k so that the lessor would be required to pay the tax.⁴⁹ He then added to the end of line 13, not something he had omitted in passing from one line to another, but something he felt it necessary to add in correction, hnw⁵⁰ n3 prt.w nty hry, "out of the grain above," forgetting that the amount of grain, which he had probably already written, was actually "below,"⁵¹ and forgetting also that his hw hw.ty in line 15 ought to have been augmented with šmw.

There is, I believe, no doubt about the specific meaning of hw hw.ty in the leases. The question is: How did "surplus of farmer" come to mean "the landholder's profit"? We know that hw.ty meant "tiller, cultivator,"⁵² that is, γεωργός as against γεωδχος, "landowner."⁵³ It was obsolescent by Ptolemaic times and largely supplanted by the more common wyc.⁵⁴

We should, then, expect hw hw.ty to denote the surplus belonging to the lessee as does ἐπιγένημα(-ατα) when that word is applied to what remained over for the royal cultivator after he had given the ἐκφόριον to the state, or for the private lessee after he had satisfied the state and the lessor.⁵⁵ We should also expect it to derive from the psychology of the Amasis leases where the lessor

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was first to take his share of the produce, including both the rental and the domain tax, and afterward the cultivator was to receive the remainder.⁵⁶ We might have expected hw 'hw.ty to be an old term, containing as it does an obsolescent word, and we should not be too surprised if in Ptolemaic leases it was applied to an entity which in changed circumstances it no longer literally described, but the phrase is not to be found as yet in any pre-Ptolemaic lease.

We know that in the great majority of Ptolemaic demotic leases the lessee was pledged to pay the harvest-tax directly to the state.⁵⁷ Hence we might assume that it was to him that the state officials gave the release (*ἀφεσις*) of the remainder, the remainder from the point of view of the state whose claims came first. But that would hardly explain why the term "surplus of cultivator," even were it thus naturally arrived at, should have then been applied to the part of it which, by agreement between the parties, belonged to the landowner.

Perhaps the answer to the problem lies in nothing more esoteric than the distinction between a genitive of source and a genitive of possession. That is, hw 'hw.ty may mean "the surplus from the cultivator" or "the profit caused by the cultivator," but accruing to the landowner, as against "the cultivator's profit." If this explanation is correct, "profit" is probably the correct translation of hw.⁵⁸ If not, then it is best perhaps to remember, if we are to get at the ideology behind the phrase, that hw may mean simply "excess."

§o. On this clause see Doc. II, §m.

§p. The fact that the lessor was to take an additional portion of the produce, beyond the ground rental, for the seed indicates, of course, that he was supplying it for the sowing. It also implies that the silence of the other Amasis leases in the matter meant that the lessee normally supplied the seed just as he was normally to supply the necessary oxen, but when the lessor supplied them he received an extra part for them also.⁵⁹

It is understandable that Udjahor should have taken an extra portion for the oxen "in the name of" Rery, because Rery owned them.⁶⁰ We should have expected some mention of the fact previously if Petemont was not to supply the seed, and most certainly we should have expected such mention if neither lessor nor lessee was able to supply it and it had to be borrowed from Rery as were the oxen. If the scribe was not guilty of an error, perhaps both Udjahor and Petemont actually lacked oxen and seed with which to care for this piece of land.⁶¹

§q. As indicated in §g above, the suffix of 'hw.ty could as well refer to Rery as to the yoke of oxen, but I cannot see why Petemont should have been called Rery's husbandman. There was probably, instead, a parallelism in the scribe's mind between the two entities for which the shares were compensation,

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thus: "Mine are three parts for this yoke of oxen, yours is one part for all the work you will do with it."

Udjahor was to take what amounted to one-half of the produce for Rery in compensation for oxen and seed. In Doc. VI/6-7, Udjahor was to get what amounted to one-ninth for his one ox. If in the present instance one-ninth was considered compensation for each ox, two-ninths for both, then the proportion for the seed would have been five-eighteenhs, an impossibly large amount even if interest were added.⁶² It appears as though Petemont was distinctly at a disadvantage in the present transaction and had been necessitated to submit to a high-priced borrowing of oxen and seed from Rery, perhaps through Udjahor's brotherly solicitude for Rery's interests.

§r. On this stipulation see Doc. III, §hh.

§s. There appears no possible doubt that p3 nby n 'hw.ty and its descriptive relative clause appear in anticipatory emphasis and, therefore, that i is simply the introductory particle. The same noun clause, p3 nby n 'hw.ty, etc., is also emphasized by anticipation in Doc. III/8, but not introduced by a particle. Spiegelberg could cite only one demotic example of anticipatory emphasis with the particle r,⁶³ and that in an uncertain context which Griffith had interpreted otherwise.⁶⁴ Nevertheless, there appears to be no hindrance to seeing in the present //, perhaps for ⲙⲓ, the ancient particle of anticipatory emphasis ⲙⲓ. We know that the preposition ⲙ was occasionally written ⲙⲓ in Late Egyptian,⁶⁵ and commonly written ⲙⲓ, in abnormal hieratic.⁶⁶

§t. There is no doubt, as will be seen in the following discussion, that the lessee's liability in regard to the land connoted by the words p3 nby n 'hw.ty here and in Doc. VI/7⁶⁷ is identical in nature with the lessee's liability in the Ptolemaic leases connoted by the words read (p3) šby nby(?) and discussed at length by Sethe.⁶⁸ It is, then, altogether reasonable and probable that the word, which I have left unread, preceding nby in the Saite leases is the same word as precedes it in the Ptolemaic leases. If so, we may add to Sethe's Ptolemaic examples of the word the two Saite examples. That is, beside the writings of the word which he believed he had shown to be šby, "change," we may place ⲥ⁶⁹ from the present lease and ⲥ from Doc. VI/7.⁷⁰ Among the Ptolemaic examples carefully copied by Sethe,⁷¹ it will be noted that the first sign, almost identical in all cases, is alone invariably present in all writings. In the unpublished Heidelberg 724/13 the word was written with the one sign alone, and that seems to me assurance enough that the one Saite sign used for the word is to be equated with it, the remaining signs in the other Ptolemaic writings being only accretions.

Despite the reasons above for equating the Saite and the Ptolemaic word,

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
the dissimilarity in writing demands attention before we can read the Saite writing šby as Sethe did the Ptolemaic. Sethe admitted⁷² that he owed his clue to the reading to Spiegelberg's proposal, "is(?) (oce)."⁷³ Sethe knew that oce was spelled isy in demotic, but the suggestion was enough to lead him to another word read is.t at the time Spiegelberg published the Reinach papyri and which Griffith in the meantime had correctly read šb.t > ⲱⲉⲕⲓⲱ, "exchange," "recompense."⁷⁴ It must be pointed out here, somewhat in anticipation of our argument, that Sethe did not cite any writing of šb.t, "exchange," and, as I believe can be shown, for the simple reason that none of the numerous examples at hand looked anything like the word he was discussing.⁷⁵ He did, however, cite and copy two examples of the occupational title read šby.ty, supposedly also from the root šb, "to change." I cannot see how Sethe convinced himself that the initial group in the title was "actually exactly the same group"⁷⁶ as that in the word in the leases on the basis of his two examples, but he was correct in identifying the two groups or signs. His examples were simply unfortunate paleographically for his purpose, as the more characteristic Ptolemaic writing of the title, ⲥⲃⲏⲧ, in Berlin 3145/1⁷⁷ shows. We shall have occasion again to cite other writings of the title which will completely vindicate Sethe's conclusion.

Inasmuch as the writing of the word in the two Saite leases differs rather markedly from the writings of what we have no reason to doubt is the same word in the Ptolemaic leases, we have the opportunity to test Sethe's reading, šby, to prove that the difference in writing between the earlier and later examples is nothing more than that. The necessity is, then, to find examples of šb.t, "compensation," or of the title read šby.ty, which are contemporary or nearly contemporary with the Amasis leases.


Beginning with šb.t,⁷⁸ there is a good example of it in Louvre E. 7450/4⁷⁹ from year 38 (of Amasis) written thus: ⲥⲃⲏⲧ. It will be seen that this is something entirely different from the writings on page 59, above, from the Amasis leases. Furthermore, šb.t was written like this from Saite to Roman times. Compare, for example, the following writings: Persian, ⲥⲃ;⁸⁰ Early Ptolemaic, ⲥⲃ,⁸¹ and ⲥⲃ, ⲥⲃ;⁸² Late Ptolemaic, ⲥⲃ;⁸³ Roman, ⲥⲃ,⁸⁴ ⲥⲃ.⁸⁵ ⲥⲃ.⁸⁶ The verb šb, "to change," was written with the same group.⁸⁷ So, also, the masculine noun šp, "gift," which is spelled out with š and p in the later marriage contracts, was written with this group in the earlier ones,⁸⁸ thus: ⲥⲃ,⁸⁹ ⲥⲃ,⁹⁰ ⲥⲃ.⁹¹ The first element of the names šb- (or šp-)n-god was apparently always written with the same group, as in Rylands 8/2,⁹² ⲥⲃⲏⲧ, šb-(n-)'Is.t, from the reign of Amasis.

I am fully convinced that Černý was right in suggesting that the demotic group originated from ⲥⲃ, an abbreviation of šb.t, "compensation."⁹³ Cer-

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tainly, nothing as plausible or well founded has been suggested by anyone else to my knowledge. The Ptolemaic scribes, for the most part, mistook the final tall stroke for the determinative , and added the feminine t, usually to the noun šb.t. Griffith's transcription  ⁹⁴ for the group was always very unsatisfactory, at least as far as the presence of b was concerned.




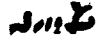
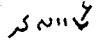
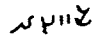
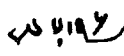
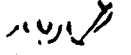
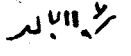

Although the Ptolemaic writings of the šb-words cited above appear to me to be sufficiently and fundamentally different from those of the word in the Ptolemaic leases, whatever similarity of appearance they may have is shown to be completely accidental by the irreconcilable difference between the Saite writing of the šb-group and that of the word in the leases unless we are to suppose that the Ptolemaic scribes substituted a totally different word for the Saite word and that they did so in what has the appearance of a compound with the same meaning in both periods. It is not necessary to accept the latter alternative yet, nor can we justifiably abandon Sethe's reading šby until we have further examined the title read šby.ty, with the Ptolemaic writings of which, as I believe, he was correct in associating the word in the Ptolemaic leases.

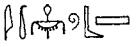
Again, the prime necessity is a writing of that title contemporary, or nearly so, with the Amasis leases under discussion. Unfortunately the earliest example known to me of what Spiegelberg took tentatively to be šby.ty is from year 8, Hathyr, of Philip Arrhidaeus (Dec. 20, 317-Jan. 18, 316, B.C.), and therefore some 217 years later than our Amasis leases. The papyrus is Bibliothèque Nationale 219,⁹⁵ and the title, in line 1, is written: .⁹⁶ It seems to me that the form of it is too similar to that of the word in the Amasis leases, in view of the other reasons we have for associating them, to be accidental, and that appears to be reasonable evidence for Spiegelberg's identification of the title as well as fair justification for our taking the early writing as a paleographic forerunner of the initial sign or group in the Ptolemaic writings.



Now the problem broadens. We have necessarily rejected any paleographic relationship between the first sign of the word in the leases and the demotic group used for šb. What, then, does the peculiar Saite sign represent, if it is to be read šb? Certainly it can hardly represent the letters š and b. How did Sethe and how do we know that the Ptolemaic form of the title represents and is to be read šby.ty? It has already been stated here that Sethe's two examples, which he contended without reservation were written with "exactly the same group" as the word in the leases, were not the most fortunate for proving that contention. It has also been implied that those two examples were not wholly characteristic or representative of the Ptolemaic writing of the initial sign or group.⁹⁷ A perusal of such occurrences of the title in Ptolemaic papyri as are now known to me will show the reasons for both statements. Those occurrences, in

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chronological order, are:

- | | | | |
|------------------------------------|---|-----|--|
| (1) Cairo 30601/1, |  | 98 | } (231 B.C.) |
| " " /3, |  | 99 | |
| " " /3, |  | 98 | |
| (2) Berlin 3145/1, |  | 100 | (201 B.C.) |
| (3) Louvre 2416, |  | 101 | } (153 B.C.) |
| " 2417, |  | 102 | |
| (4) Berlin 3116A, Col. 3/13, |  | 103 | (113 B.C.) |
| (5) Rylands 28/3, |  | 104 | (91 B.C.) |
| Rylands 30/4, |  | 105 | (89 B.C.) |
| (6) Ostrakon Strassburg D 1845/13, |  | 106 | (End of first century B.C.) ¹⁰⁷ |






With these examples of it before us we may return to our question about how we know that the title is to be read šby.ty. So far as I can find, that reading originated with Griffith, who had at his command the occurrences (1), (2), (4), and (5) above.¹⁰⁸ He simply stated with certainty, "It is to be read šbt  , cf. ⲱⲓⲃⲉ, ⲱⲓⲃⲧ, etc., mutare." In the case of (4) the title was known to correspond to the Greek μεταβόλος,¹⁰⁹ and that correspondence is still our sole clue to the meaning of the demotic word. Griffith translated it "money-changer" in the face of Spiegelberg's "Krämer"¹¹⁰ and "Kaufmann."¹¹¹ Soon afterward he changed his translation to "trader," "huckster," in an inauspiciously placed note (which apparently no one since has seen), on the advice of a friend that the Greek word did not mean "money-changer."¹¹² Griffith's reading and first, fallacious translation have been unquestioningly accepted by everyone thereafter, including Sethe.¹¹³

There are, I believe, three factors which were responsible for Griffith's reading and translation of the demotic word. First and foremost, the writing in occurrence (4) above, and to a less extent in (1), looks very definitely as though the first group consisted of  . Second, Griffith had just correctly read the group šb in his study of the Rylands papyri, and thought it, at least tentatively, to represent  . Third, the meaning of the root μεταβολ- corresponds so happily to that of šb-. Coupled with this correspondence, the "silver" determinative in the demotic writings was no doubt responsible for the translation "money-changer" as well as the perpetuation of that translation.



To take these factors in the reverse order of their importance, the corre-

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spondence of the words in basic meaning can have had no serious significance to Griffith. His recent reading and transcription of the word šb.t probably had considerable, and quite understandable, influence on his reading of the title.¹¹⁴ There is, I think, no longer any reason whatsoever to believe that the šb-group was written alphabetically or that it is related to the initial group in the title and in the word in the leases.¹¹⁵

The alphabetic reading of the first group as  still stands and demands consideration, although a comparison of writings (2), (3), (5), and (6)¹¹⁶ of the title and the six writings of the word in the leases¹¹⁷ with writings (1) and (4) of the title will show plausible reason for questioning that reading. It is a safe guess that if we had the first ten examples and lacked the two latter, we should still be searching for a reading of the first group. That, however, is no basis for rejecting Griffith's . It is decidedly of significance that we have been asked to believe that twelve different scribes, representing about two hundred years of demotic writing, chose to write š thus: . Now, š is to be found so written, or approximately so, often enough,¹¹⁸ but the more common and more deliberate form, of which it was a rapidly written adaptation, is λ. If all the twelve writings of our group came from the late Ptolemaic period, the odds would still be high against a , š. It appears certain to me that the scribes who wrote examples (1)¹¹⁹ and (2)¹²⁰ had no thought that they were writing š. There is no ligature of  in demotic, to my knowledge, to say nothing of one which was so early and so rigidly conventionalized as to render the b practically unrecognizable.¹²¹ These facts, coupled with the writing of what I thoroughly believe is the same group or sign in the Amasis leases¹²² and, perhaps less certainly, in the title from the reign of Philip Arrhidaeus,¹²³ at least place the burden of proof on anyone who wishes still to read even the Ptolemaic group or sign as šb.

After the pursuance of many an ultimately false lead, I still have no idea or suggestion as to what the scribes were actually writing.

As a possible contribution to future attacks on the word in the leases, it may be worth while to record three occurrences of what appears to be the same or a related word. In Hauswaldt 17/6,¹²⁴ among the boundaries of a piece of land, appears: išbt nš šh.w , "east, the lands." In a document for the donation of a tomb endowment from year 15 of Amasis, the description of the southern boundary of the donated land reads: nty rs n.īm.w stš 11 šh pš sp stš 22 šh nty sš hry hn^c pš , "whose south is 11 arouras of land, the remainder of 22 arouras of land, which are written above, together with the" ¹²⁵ The first sign compares favorably with the Saite writings on page 59, above. The determinative would indicate some adverse condition or consideration, but not

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an object situated on the land. The situation is this: The donated 11 arouras were part of 22 arouras owned by the donor, and the remaining 11 arouras lay on the south of those given. It is tempting to see in hn^c p₃ the Saite equivalent of the Ptolemaic idiom hn^c p₃y.w °w n hy hm n hy, "more or less,"¹²⁶ indicating uncertainty about the exactness of the number of arouras. In this instance it might mean that the donation was to be exactly 11 arouras and that any deviation from the nominal 22 arouras was to be added to or subtracted from the land remaining in the donor's possession.

The third occurrence is in a context quite similar to the one just cited, but the writing is perhaps irreconcilably dissimilar. It also appears in a donation of land, from year 25 of Darius I: mtw.t t₃ (st₃) 4 3h nty hry hn^c p₃y.w ✕, "yours are the 4 (arouras) of land aforesaid together with their"¹²⁷ The omission of the bottom stroke, so prominently present in all other instances, would appear to be a serious omission if we have properly associated the word.

We are in a much better position to deal with nby which always immediately follows the unread word just discussed in the Saite and the Ptolemaic leases. To the instances cited by Sethe¹²⁸ must be added the three in the leases studied here: the present one, Doc. III/8,¹²⁹ and Doc. VI/7.¹³⁰ The word also occurs in another context in line 15 of the lease under discussion: i.ṛ p₃ nby n °hw.ty n p₃y htr n n₃ ḥ.w hpr r-°wy.k, "the nby of farmer to this yoke of the oxen is to be against you." This use of nby in connection with loaned oxen is illuminatingly paralleled in the lease of oxen, Reinach 4/20.¹³¹ The lessee promised to deliver the oxen to the owner's stable at the end of the lease period, i.w.w wd₃ r nby nb, "they being sound from every nby."¹³² There can be little doubt that nby in these instances means "physical injury" or "material damage." It appears, also, in Cairo 30604/3,¹³³ a contract for a nurse's hire, where the nurse promised: mtw.y dī.t wd₃.f (r) ḥtp (2TON) nb nby nb, "and I am to cause that he (the child) be sound from every destruction and every injury."

The two nouns in p₃ nby are undoubtedly closely bound genitively into a compound representing one idea.¹³⁴ The scribe who wrote Doc. III/8 probably omitted the unread word unintentionally. One is led to suspect that p₃ nby denotes specifically damage that may be done to farm land as against nby alone which, in the instances just cited, denotes "bodily injury" to animals or persons.

Sethe, unaware of the Saite leases, did not have the undeniable proof, furnished by the lease under discussion and Doc. III/8-9, that the anticipated damage pertained to the land and not to the grain rental.¹³⁵ He observed that, whereas the Gebelên leases stipulate that the lessor was to "talk over" (or "cite against") the lessee the land's "accusation of farmer (for) its damage"

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(lwh n wy^c p3y.f nby),¹³⁶ the Theban leases, in the same stipulation, speak only of the land's "accusation of farmer,"¹³⁷ omitting "(for) its damage." Reinach 1/13-14¹³⁸ alone among Ptolemaic leases preserves the Saite form of the stipulation¹³⁹ with p3 nby wy^c nty iw.f r hpr n.im.w iw.y 'di.t¹⁴⁰ p3y.f šmw, "(As for) the damage of farmer which will be in them, I am to 'give' its (equivalent in) harvest."

Beyond the facts gained from the Saite leases that the anticipated damage pertained to the land and that the lessee was to give compensation for it in harvest, a slight but significant variation in the stipulation in one Ptolemaic lease gives us a further clue to the nature of the possible damage. That variation appears in BM 10230/6,¹⁴¹ which reads: mtw.k dd p3y.f lwh (n) wp.t nb.t wy^c¹⁴² irm.y, "you (the lessor) are to cite its (the land's) accusation concerning every labor of farmer against me." Clearly the complaint which the lessor might bring was expected to arise from the work the lessee might do or fail to do in the farming operation, and, of course, it was taken for granted that the lessee would give compensation for the damage resulting therefrom. It is quite significant that, in the Ptolemaic leases, the stipulation relative to the accusation of damage follows immediately upon the stipulation which, with variations, provided that the lessee was to give water to the land, cultivate it, and supply it with oxen, seed, men, and all farm implements in seed-time and harvest.¹⁴³ Thus the clause with which we are concerned gave the lessor the right to complain and receive compensation if he found any damage to the land resulting from the lessee's failure in any of the preceding particulars.

The demotic clause, lacking any definition of what would have been considered to be damage to the land, would appear to have bound the lessee to assume an ungoverned and unpredictable liability. Undoubtedly a rather definite standard of cleanliness and arability was assumed by both parties. The Greek leases of land rather commonly stipulate that the lessee was to perform all the proper operations "without doing damage"¹⁴⁴ and was to deliver up the land in a clean condition, free from rushes, weeds and stalks, and with the irrigation system in order.¹⁴⁵ If he failed so to deliver it, he was to be fined for his negligence.¹⁴⁶

§u. On this writing of the Third Future auxiliary before suffixes in Saite and Persian texts see Griffith.¹⁴⁷ Note, also, that preceding this i.ir(y) r, in the same line, the scribe wrote iw(y) r probably because there the auxiliary follows the relative, nty.

§v. It is obvious that an object for ty, "take," must be supplied, and that it must in some way be resumptive of the anticipated i p3 nby, etc. We know definitely from Doc. III/9 that it should be p3y.f šmw, "its harvest," that is, the equivalent of the damage in produce.

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§w. I see no other choice than to take r ʿ3 as a prepositional compound. For its meaning, in the absence of a parallel, we must rely on the context. It cannot mean "from," because Udjahor would not have taken compensation for damage to his land from the shares belonging to his brother for the use of oxen and seed. It cannot oppositely mean that Udjahor was to take the compensation "to the account of" or "for" his brother, for two reasons. We have seen no basis for believing that Rery owned the land, hence no compensation for damage to it would have gone to him. Second, if that had been the scribe's intention, he would most probably have written n rn n it-ntr Rry, "in the name of the god's father Rery," as he did in line 11.

There is, then, scarcely any manner in which this portion of the produce in compensation for the damage could be related to the portions which Rery was to get for his oxen and seed other than "in excess of" or "beyond" them.¹⁴⁸

The idea behind the wording of the passage seems quite clearly to be this: Udjahor was not taking the compensation in excess of his one-third for ground-rental. That third was not a share. It was a separate matter and a prime right of the lessor. He always received the ground-rental, but other contributions or damages varied with the particulars of the transaction. Therefore, in line 10 of this lease, with p3 sp, "the remainder," the second matter is taken up, that of division to which Rery and Petemont were parties. Whatever Udjahor found it necessary to take for damage to his land, then, would be "in excess of" Rery's three parts and from Petemont's one part.

§x. "That which stands remaining" does not refer to any produce left over after the division between Rery and Petemont; it is equivalent to p3 sp, "the remainder," in line 10. This is, therefore, confirmation of the interpretation in the preceding paragraph (§w), that the third for rental was a thing apart. Compare also Doc. III/9 and §nn of the commentary thereto.

§y. "It being good," of course, refers to the quality of the produce which Udjahor was to get as compensation for damage to his land. He did not wish to be given poor grain any more than persons who loaned grain wished to be repaid except "with grain which is clean, without second (grade), and without chaff."

§z. On nby see pp. 64 f.

§aa. That this peculiar writing represents r-ʿ.wy.k is shown by Doc. VI/8,¹⁴⁹ while the clear suffix .k here aids us in seeing it there.

§bb. Cf. Doc. IV, §q, on the word gwy and the strangeness of the entire clause in this lease.

§cc. In all probability we have here no compound preposition r h.t n but rather, with the numeral lost at the beginning of the next line, an equivalent of s 2, "two persons," which follows iwt.n in Doc. IV/8. The sign before h.t might

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be either r or t. The stroke after h.t is probably a line filler. No doubt this expression compares with the Ptolemaic n t h.t 2.t¹⁵⁰ as s 2 in Doc. IV/8 compares with the common Ptolemaic n p s 2.

§dd. The father's name must be so read, but the final r.w is scarcely distinguishable as such.

According to Revillout, Corpus, Fasc. 2, p. 27, n. 1, the unpublished verso bears the names of ten witnesses.

DOCUMENT VI¹
LOUVRE E. 7833 B (THEBES)

Transliteration

(1) ḥ3.t-sp 36 tpy šmw^a n Pr-^{c3} 'Iḥ-ms

dd it-ntr Wd3-Ḥr^b s3 Dī-'Imn-^cw-Ḥnsw n ^{c3}m n (2) pr Mnṯ nb W3s.t
P3-di-Mnṯ^c s3 P3-w3ḥ-'Imn mw.t.f Rwrw

šḥn(y) n.k^d n3y(y) 3ḥ.w nty ḥr pr 'Imn n (3) t3 ḳḫy Ḳbt n [p3 imnt]
n t3 ḳy p3 ḫy n p3 mhn n 'Imn^e r sk3.w n ḥ3.t-sp 36 r (4) ḥ3.t-sp 37
n p3y ḥtr [n ḫ] 3 r ḫ 6 mtw.k ḥn^c n3y.k ḥbr(w)^f ḫ 5 ḫnk ḫ(t)
1.t ḫw mtw.k (5) ḫ.ḫr ḫr^g t3y(y) ḫḫ(t) nty ḥry n wpy.t

ḫn-n3w šmw ḥpr^h n ḥ3.t-sp 37 ḫw(y) ty p3 1/3 prt (6) [nb] 'sm' nb
nty ḫw.w r ḥpr n.ḫm.w n rn n t3y(y) dny.t nb 3ḥ.wⁱ mtw.n ḫr p3 sp (n)
dny.t 6 mtw.k (7) ḥn^c n3y.k ḥbr.w dny.t 5 ḫnk (n) rn n t3y(y) ḫḫ(t)
dny.t 1^j

ḫ.ḫr p3 nby^k (n) ḥw.ty ḥpr r- (8) ^cwy.k^l

mtw(y) dī.t p3 šmw pr 'Imn n ḫ.t n^m p3 1/3 n dny.t nb 3ḥ.wⁿ nty
ḥry mtw(y) dī.t wy n3 sš.w pr 'Imn (9) r-r.k (n) p3y.w šmw

ḫ.ḫr n3 sš.w pr 'Imn ḫy n3y(y) 3ḥ.w (n) rn(y)^o

ḫw(y) st3^p r tm (10) dī.t sk3.k n3y(y) 3ḥ.w nty ḥry n ḥ3.t-sp 36 r
ḥ3.t-sp 37 ḥr n3 ḥp.w^q nty ḥry ḫw(y) dī.t n.k (11) ḫd 1 pr-ḫd n Nīw.t^r
n wdḫ ḫwtḫ dd ḳnb.t nb.t

'r-'sš. Dd-ḥr s3 it-ntr 'Imn Ypy^s

Translation

(1) Year 36, Pachons,^a of Pharaoh Amasis.

Has said the god's father Udjahor^b son of Teamonauchons to the herdsman
of (2) the domain of Mont, Lord of Thebes, Petemont^c son of Puahamon, his
mother (being) Ruru:

I have leased to you^d my lands which are in the domain of Amon in (3) the
Coptos district in [the west] of the highland, "The Stable of the Milk Can of
Amon,"^e to cultivate them in year 36 to (4) year 37 with these three yokes [of
oxen], being six oxen, namely: to you and your associates^f belong five oxen, to
me belongs one ox; whereas you are (5) he who is to use^g my ox aforesaid for
work.

When harvest has occurred^h in year 37, I am to take the third of [all] grain
(6) (and) all 'fodder' which will be in them in the name of my landowner's-share,ⁱ

DOCUMENT VI (LOUVRE E. 7833 B)

and we are to make the remainder (into) six parts, namely: for you and your associates, five parts; for me, in the name of my ox, one part.^j

The damage^k of farmer is to be (8) against you.^l

And I am to give the harvest-tax of the domain of Amon out of^m the one-third landowner's-shareⁿ aforesaid, and I am to cause the scribes of the domain of Amon to be far (9) from you in regard to their harvest-tax.

The scribes of the domain of Amon are to measure my lands in my name.^o

If I withdraw^p so as not to (10) let you cultivate my lands aforesaid in year 36 to year 37 upon the stipulations^q above, I am to give to you (11) one (deben of) silver of the treasury of Thebes,^r refined, without citing any document.

Written by Teos son of the god's father of Amon, Ipy.^s

Commentary

§a. This lease was written, as was Document V, in the month September 1-30, 534 B.C.

§b. Udjahor was also lessor in Document V, and Petemont was lessee. On the relationship between the two transactions see Doc. V, §e.

§c. On Petemont's title, his father's name, and other transactions in which he figures see Doc. IV, §§b and c.

§d. Relative to the fact that the lessor addressed this lease to the lessee rather than the reverse, see Doc. III, §f.

§e. See Doc. V, §i on this long designation of the area in which the land lay.

§f. Cf. Doc. IV, §m.

§g. This use of the circumstantial īw before the independent pronoun subject of the participial statement in place of the circumstantial suffix conjugation, īw.k plus infinitive, would be difficult if not impossible to parallel in later demotic.² There is, however, precedent for it in Late Egyptian.³ The emphasis of the subject achieved by the participial statement is probably emphasis of the fact that Petemont and his associates were to have exclusive use of the ox and that Udjahor could make no other disposition of it, rather than that Petemont alone, but not his associates, could use it. On the imperfective participle see Doc. I, §z.

§h. On this temporal clause see Doc. II, §g. This is the only time in these Amasis leases that the writing īn-nīw, which was to appear frequently in Persian texts along with the writing īn-īw and was to eclipse īn-īw entirely in Ptolemaic texts, appears.

§i. On the questionable sm, "fodder," cf. Doc. IV, §k. Dny.t nb ḥ.w, "landowner's-share" occurs also in line 8 of this lease and nowhere else to my knowledge as a term for ground-rental. Cf. Doc. V, §n.

SAITE DEMOTIC LAND LEASES

§j. In effect, the lessor got four-ninths of the produce: one-third for the ground and one-ninth for his ox. The lessees got five-ninths. If Petemont and his associates considered their five oxen as valuable in the bargain as Udjahor did his, they did not receive anything for the seed, implements, and work they contributed. We have already commiserated with Petemont over the exorbitant price he had to pay for oxen and seed in another arrangement with Udjahor in this very year,⁴ but in that case he at least received one-sixth of the crop for his work.

§k. Cf. Doc. V, §t on this lessee's liability.

§l. Cf. Doc. V, §aa. The top sheet of papyrus is broken and parted, splitting the vertical stroke of ˁ.wy. What appears in the photograph to be a heavy k is a hole, the left end of the k may be seen above it.

§m. Cf. Doc. III, §bb.

§n. Cf. §i above.

§o. On the measuring of the land by the domain scribes, see Doc. III, §hh.

§p. The final t is part of the word, a kind of "phonetic complement,"⁵ and does not indicate, necessarily, the reflexive object. However, in this contractual clause, st3 is used either transitively or intransitively.⁶

§q. It is clear that the hp.w refers to the articles of agreement, the arrangements, in the lease. N3 hp.w here is synonymous with n3y hn.w, "these arrangements," in the same sort of clause in Loeb 45/5.⁷ Dr. Nims points out Papyrus Lille 29/2 for the plural hp.w with the meaning "stipulations," "articles of agreement."

§r. This is still the earliest instance, to my knowledge, of a penalty in standard silver.⁸ However, see BM 10113/2,3⁹ for the silver standard in the phrase hd dbn 1 pr-hd N3w.t, "one deben of silver (of) the treasury of Thebes," from year 20 of Apries.¹⁰

This is the only one of the Amasis leases which provides a penalty for the withdrawal of either party. To our observations that the lessor or the lessee might be the addressor in a pre-Ptolemaic lease and that the nature of the lease had no apparent connection with the fact that one party rather than the other was the addressor,¹¹ it is scarcely necessary to add that this sole instance of a guarantee under penalty in these Amasis leases is a guarantee of usufruct furnished by the lessor.¹²

§s. As in the case of Document V (cf. Doc. V, §dd), the unpublished verso of this lease bears the names of ten witnesses according to Revillout (Corpus, Fasc. 2, p. 28, n. 1).

DOCUMENT VII¹
LOUVRE E. 7839 (THEBES)

Transliteration

(1) ḥ3.t-sp 37 3bd 2 šmw^a n Pr-^c3 'Tḥ-ms
dd ḥb.ty^b n pr Mnt³ (2) nb W3s.t P3-dī-³Itm s3 P3-dī-nfr-ḥtp mw.t.f
T3-ry n w3ḥ-mw n (3) t3 ḥn.t 'Ir.t.w-rd s3 Dd-ḥy^c
shn.k n.y p3y.k 3ḥ^d ḥtp^e (4) r-dī.w n.k r r3^f t3 ḥ.t n ḥm-ntr 'Imn
Dd-ḥy s3 Bs-Mw.t nty ḥw (5) p3y.f rs t3 ḥs.t^g Ns-'Imn p3y.f mḥt t3 ḥs.t
n 'Imn-mtw.s-nb p3y.f ḥmnt (6) t3 ḥs.t 'Iw.f-^cw p3y.f ḥ3bt p3 tn^h n3 ḥn(.w)
n p3 tnwr3ⁱ (7) r sk3.f n ḥ3.t-sp 37 r ḥ3.t-sp 38
ḥn-ḥw šmw ḥpr^j n ḥ3.t-sp 38 (8) ḥw(.y) wy.t^k p3 šmw pr 'Imn n
p3y.k 3ḥ mtw(.y) dī.t n.k p3 sp (9) šmw nty ḥw.f r ḥpr r^l p3 šmw n
p3y.k 3ḥ
mtw(.y) 'ry (10) ḥr ḥ.t n^m p3y.k 3ḥ ḥw(.y) wy.t^k r-r.fⁿ ty ḥ3.t-sp 38
(11) 3bd 2 šmw^o r ḥry ḥwty dd ḥnb.t nb.t
'r-¹sš Ns-Ḥr s3 P3-dī-Ḥr- (12) rsn p3 ḥmy-r3 ḥ3s.t^p

Translation

(1) Year 37, Payni,^a of Pharaoh Amasis.

Has said the bee-keeper^b of the domain of Mont, (2) Lord of Thebes, Petetum
son of Petenephotes, his mother (being) Tery, to the choachyte of (3) The Valley,
Ieturodj son of Djechy:^c

You have leased to me your endowment^e land^d (4) which was given to you
'for'^f the tomb of the prophet of Amon, Djechy son of Besmut; whose (5) south
is the place^g of Esamon; its north, the place of Amonemtesneb; its west, (6) the
place of Efau; its east, the dyke^h of the canals of the scorpion;ⁱ in order to cul-
tivate it in year 37 to year 38.

When harvest has occurred^j in year 38, (8) I am to cede^k the harvest-tax of
the domain of Amon for your land, and I am to give to you the remainder (9) of
(the) harvest which there will be beyond^l the harvest-tax of your land.

And I am to depart from (10) upon^m your land, giving up claim to itⁿ from
year 38, (11) Payni,^o onwards, without citing any document.


Written by Eshor son of Petechar- (12) resne, the overseer of the necropolis.^p

Commentary

§a. This lease was written during the month September 30-October 29,

SAITE DEMOTIC LAND LEASES

533 B.C.

§b. The title appears clearly to be . Compare the ancient b₁.ty² and the Coptic εκεῖτ, "honey dealer."³ Petetum was probably an actual bee-keeper not a honey dealer, and therefore a likely farmer.⁴

§c. For other transactions of Ieturodj see Doc. IV, §d.


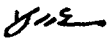

§d. The scribe wrote the word ḫ, "land," in two different ways. The first, which he wrote at this point and in line 10 and in Doc. IV/2,⁵ represents the form of the word most common in the earliest texts. The second, which appears in line 8 of the present lease and in Doc. IV/5, is the abbreviation of the word found commonly in Ptolemaic texts. The point is that he meant nothing more by the longer form than he did by the shorter.

§e. Cf. Doc. IV/2-3 and Doc. III, §r.

§f. Cf. Doc. IV, §f.

§g. I do not know what the is.t of a person may be, but it seems highly improbable that this land, arable enough to be the grain-producing endowment of a tomb and lying in some proximity to a canal, was bounded on three sides by "burial places." An is.t, "place," is not necessarily a burial place, although the word does commonly mean that in Ptolemaic texts.⁶ We can no longer believe that r r₃ in line 4 means "at the door of," and that the land lay, therefore, in proximity to the deceased beneficiary's tomb.⁷ The fact that "the overseer of the necropolis" was the scribe who wrote this lease and Document IV is by no means an indication that the land lay within his jurisdiction in the necropolis.

Is.t here can have no relation to the frequently met is.t n ḫ.t-ntr, "place of the temple," held by a temple priest, because that "place" was apparently a building that was built and could be torn down.⁸

§h. This must be the word for "dam" or "dyke" as we should expect in connection with canals. Compare the masculine word ,⁹ and the Coptic THNE.¹⁰ A Roman writing of the word in demotic is to be found in the Paris Papyrus of Pamonthes, Col. I/36: .¹¹ The determinative of the word in the present lease, the same as that of , īdn, "ground," in Loeb 1/6,¹² is probably equivalent to the determinative in the Roman example.¹³

§i. It is strange that the word for "scorpion" has the masculine article here, whereas scorpion is historically feminine.¹⁴

§j. Cf. Doc. II, §g.

§k. Cf. Doc. IV, §n.

§l. The preposition r here must be the r of comparison or separation dependent upon the verbal, adjectival idea involved in the combination sp plus ḫpr. It is as though the scribe had written p₃ šmw nty īw.f r sp r¹⁵ p₃ šmw n p₃y.k ḫ, "the harvest which will remain over from the harvest-tax of your land."

DOCUMENT VII (LOUVRE E. 7839)

The p3 šmw following the preposition clearly stands for p3 šmw pr ʾImn, "the harvest-tax of the domain of Amon," in line 8.

\$m. On the preposition hr h.t n cf. Doc. IV, §1.

\$n. Literally the demotic is "I being far from it," but the idiom probably amounts to "giving up claim to it." On the pledge to abandon the land see Doc. III, §oo. Relative to wy.t see Doc. IV, §n.

\$o. This means, then, that the lessee was not necessitated to give up the land until one year from the date of the lease. Whether that meant he was expected to retain and use the land for the full year or that the one year was only a convenient term for the lease, we cannot say. We have no warrant for believing that the lessee might have been expected to take whatever he could get from crops sown in the four or five months after the grain harvest and before October when he had to abandon the land. The apparently necessary assumption is that he was to get nothing for farming the land and that he was, therefore, discharging a previously incurred debt.¹⁶ In that case a considerable amount of agreement between lessor and lessee must have underlain this lease. They must have agreed either that the lessee's usual share was to pay the debt whether the yield was great or small, or that the lessee's labor with no reference to the crop would be the equivalent of the debt.

\$p. This scribe also wrote Document IV in year 35 of Amasis for Ieturodj as lessor.

According to Revillout,¹⁷ the name of one lone witness appears on the unpublished verso of the papyrus.

SUMMARY

An attempt is here made to bring together briefly only some of those points of a general nature upon which it is believed that an advance has been made. Numerous items of a philological or other nature, equally important for an understanding of the demotic leases, have not been included.

1. The agricultural year in Egypt not only began with the inundation and its subsidence but the height of the inundation largely gave the prospect for the coming year. As we should expect, the greatest single concentration of the dates on which the land leases were drawn up is found to be in the latter part of August and the beginning of September, but a very large part of them are scattered in date all the way from the end of June into December.¹ The seven Saite leases published here cover almost this entire range.

The ordinary leases of land are commonly for one year only. The term of the lease concluded, as far as most leases imply, with the grain harvest and the delivery of rent and taxes. Some Ptolemaic leases, however, stipulate that the lessee is to leave the land by a definite date, which is always well after the grain harvest would have been concluded.

2. The payment of the grain rental and taxes is to be made for the most part "when harvest has occurred." Frequently the preface "when harvest has occurred" is modified in the Ptolemaic leases by the specification of a definite month, or two months may be allowed for the payments. The month or months thus specified are always considerably after the actual grain harvest would have been completed. Such evidence as we have indicates that in Ptolemaic times the landholder did not receive his rent until the state taxes had been paid.

3. The seven Saite leases published here, all involving temple land, provide only for the harvest-tax of the temple. However, Ptolemaic leases, even those involving temple land, provide for payment of the state taxes and, except in two cases,² of the state taxes only.

It is now possible to translate with confidence the demotic terms for the lessor's "rent" and for "taxes." The Saite leases do not specify a definite quantity of produce as the landholder's rent and therefore do not apply a name to it for the most part,³ for the landholder simply received a share of the produce by division. The temple tax is called šmw pr ʿImn, "the harvest-tax of the domain of Amon." However, in Ptolemaic leases and related documents from Upper Egypt the terms šmw and ḥw ḥw.ty are commonly and consistently used; but demotists have not always been clear about their meaning. We may now definitely translate ḥw ḥw.ty, literally "surplus of cultivator," as "rent"

SUMMARY

and mean by it the landholder's private rent free of taxes and expenses. In these Upper Egyptian leases the state harvest-taxes are called šmw⁴ or less frequently šmw Pr-ʿ3, "harvest-tax of Pharaoh." The lessee paid the harvest-tax (šmw) to Pharaoh's agents and always gave the rent (ḥw ḥw.ty) to the lessor. If the lessor contracted to pay the taxes, he received from the lessor harvest-taxes and rent (p3 šmw p3 ḥw ḥw.ty).⁵

In Ptolemaic leases from the Fayum, šmw means the landholder's "rent," while the state harvest-tax is called šmw Pr-ʿ3. State taxes in Fayumic leases are less frequently called t3 mdt (or n3 mdwt) Pr-ʿ3, "the thing (or 'the things') of Pharaoh," but the latter term is never applied to a definite number of artabas of grain and may include state dues other than the harvest-tax.

4. The lessor reserved the right to bring complaint at the end of the period of the lease against his lessee for damage to the land resulting from failure on the part of the lessee in working it. The lessee was pledged to make restitution in produce. Unlike the Greek leases, demotic leases do not specify the factors in the condition of the land and of the irrigation system to be taken into account by the lessor in his complaint of damage.

5. Demotic leases, like other demotic contracts, were drawn up by or from the viewpoint of one of the contracting parties in his own words addressing the other party. The pre-Ptolemaic leases were drawn up by either party apparently indiscriminately. Actually the majority of those available were drawn up from the viewpoint of the lessor.

In Ptolemaic times, however, the situation is quite different. There is no ordinary Ptolemaic land lease from Upper Egypt which was not drawn up by the lessee addressing the lessor. Consonant with this practice, in the court proceedings from Siut⁶ only the lessee is ever said to have made a lease, and the lease is always said to have been made for the lessor. On the other hand, every available lease from the Fayum was drawn up by the lessor for the lessee. Furthermore, all Ptolemaic leases known to derive from the Fayum and sufficiently preserved to reveal the situation involve something that might be interpreted as indebtedness of the lessor, sometimes expressly designated as prepayment of the grain rental. No Upper Egyptian lease involves anything like prepayment of the rental.

Eugène Revillout, who wrote most extensively on demotic leases and other contracts, constantly emphasized the fact that demotic contracts were always drawn up by the debtor, the obligated party.⁷ Thus Revillout believed that in the eyes of the Egyptian a lessee who was to pay the rental at the harvest season was technically a debtor and so required to draw up the lease. Oppositely, a lessor who had received his rent or other consideration was required to draw

SAITE DEMOTIC LAND LEASES

up an antichresis lease for his creditor. There is actually nothing to refute this principle in the leases from Ptolemaic times, but it does not apply at all to those from pre-Ptolemaic times. Nor did Revillout note the striking difference in practice between the Fayumic leases and those from Upper Egypt in Ptolemaic times.

6. A problem confronts one in a study of the demotic land leases. That problem arises from the fact that the written leases, like all demotic contracts, are unilateral in form, that is, are addressed in the first person by one party to the other, though the transaction itself is actually bilateral, involving, unlike the demotic sale, loan, mortgage, and marriage, obligations on the part of both contracting parties. The problem is a practical one of proof: the manner in which the active party in the contract found protection himself. There is no instance in which each party to a leasing transaction drew up a document for the other, and there is no reference to such procedure.

This unilaterality of form as against bilaterality in fact is only accentuated when it is observed that there are available seven demotic land leases which were signed by party A, the one who presumably initiated the transaction, at whose direction and in whose words the contract was written. Whereas the subscription of one of the parties, in addition to the signatures of the scribe and witnesses, is not unusual in pre-Ptolemaic contracts, it is quite unusual in Ptolemaic times, and yet there are five Ptolemaic land leases signed by party A. Four of these, however, also bear Greek dockets indicating that a duplicate was deposited in an archive, and thus the problem of the protection of the active party in these contracts is solved.

Demotic leases record settled transactions and are not in the form of offers by one of the parties accepted by the other as in the case of the familiar Greek "offers."⁸ Only one demotic lease,⁹ also a settled transaction in the usual form, bears the signature and acceptance notation (both in Greek) of the usually inactive party. Another lease¹⁰ is unique in that it consists of two parts in one document recording the promises and guarantees of both parties, each in his own words. It is thus the only truly bilateral contract among the demotic leases.

A number of the usual Upper Egyptian Ptolemaic leases in unilateral form, made out by the lessee in his own words addressing the lessor but pledging the latter to provide undisturbed usufruct of the land, etc., record the lessee as saying that he cannot claim to have fulfilled the contract while the contract itself is in the lessor's possession. This does not exclude the possibility that a duplicate was deposited in an archive, although none of them bears a Greek docket to that effect. Of course, the depositing of a duplicate would provide protection for the lessee, but the important fact in the leases themselves is the reten-

SUMMARY

tion of the document by the lessor. The further fact is implied that the returned contract was to constitute the lessee's proof of fulfilment. Nothing is said about the manner in which the lessee was expected to furnish proof of his rights during the term of the lease. So far as we know, it was first in the reign of Ptolemy II Philadelphos that duplicates of demotic documents had to be deposited in an archive if the documents were to be valid proof in a later suit.¹¹ Hence, in pre-Ptolemaic times, when demotic leases have the same unilateral form as later, the means of protection of the active party, lessor or lessee as the case might be, is something of a problem.

NOTES TO INTRODUCTION

1. Cf. A. H. Gardiner, "Ramesside Texts Relating to the Taxation and Transport of Corn," JEA, XXVII (1941), 19 ff.

2. Cf. W. F. Edgerton, "The Nauri Decree of Seti I," Journal of Near Eastern Studies, VI (1947), 222, n. 20.

3. See Rachel Clay, The Tenure of Land in Babylonia and Assyria ("University of London Institute of Archaeology: Occasional Paper," No. 1 [London, 1938]).

4. W. Spiegelberg, "Eine zurückgezogene Pachtkündigung," ÄZ, LIII (1917), 107-11.

5. For typical examples of such guarantees see BM 10597/13-16 in Thompson, Family Archive, pp. 73 f.

6. See pp. 32 ff.

7. One-third was the common rental for grain land in Babylonia and Assyria, also. Cf. Marian San Nicolò, Beiträge zur Rechtsgeschichte im Bereiche der keilschriftlichen Rechtsquellen (Oslo, 1931), p. 233, and Clay, op. cit., pp. 9, 22.

8. Spiegelberg, Dem. Pap. Loeb, No. 45, of year 25 of Darius I (496 B.C.), is also a lease for half the crop.

9. Cf. pp. 64 ff. This is not comparable, although the criterion for judgment is suggestive, to the Babylonian practice, provided for in the Hammurabi Code, by which the tenant was obligated to pay rental commensurate with the yield on neighboring fields if the crop failed through his negligence. Cf. San Nicolò, op. cit., p. 234, and Clay, op. cit., pp. 10 and 23.

10. This does not include two "abnormal hieratic" leases or farming agreements which I have used at certain points in the commentary. The first of these is Louvre E. 7860 (cf. Doc. III, §z) dating from year six of Amasis. The second is Louvre E. 7856 A (cf. Doc. III, §hh). It is dated in year nineteen of Amasis, whose name is omitted as is often the case in the abnormal documents. Both are incomplete.

11. The oldest extant demotic documents date about a century earlier in the same dynasty.

12. Loeb 45 (Spiegelberg, Dem. Pap. Loeb, Pl. 25) from year 25 of Darius I, 496 B.C. Cairo 50099 and 50098 (Spiegelberg, Die demotischen Denkmäler III Demotische Inschriften und Papyri ["Catalogue général ... du Caire," Vol. XCII (Berlin, 1932)], Pls. 43 and 44) from years 3 and 4 of Hakoris, 390

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and 389 B.C. None of them is complete.

13. I have had available for study twenty-five Ptolemaic leases, fragmentary and otherwise, beginning with the unpublished BM 10560 (cf. pp. 25 f.) in year 15 of Ptolemy V, Epiphanes, 190 B.C.

14. Cf. William F. Edgerton, "Demotica," Münchener Beiträge zur Papyrusforschung und antiken Rechtsgeschichte (München, 1934), pp. 286 f., and Erwin Seidl, Einführung in die ägyptische Rechtsgeschichte bis zum Ende des Neuen Reiches I. Juristischer Teil ("Ägyptologische Forschungen," Heft 10 [Glückstadt, 1939]), pp. 21 ff.

15. Cf. Erwin Seidl, "Law," The Legacy of Egypt, ed. S. R. K. Glanville (Oxford, 1942), p. 208.

NOTES TO DOCUMENT I

1. Published by Revillout, Notice, No. 49, pp. 342 f.; Contrats, No. 30, pp. 292 ff.

2. Doc. III.

3. Doc. V and Doc. VI.

4. Doc. VII.

5. Doc. IV and Doc. II.

6. Doc. I, under discussion.

7. Spiegelberg, Dem. Pap. Loeb, Pl. XXV.

8. Spiegelberg, Pap. Th. Reinach, Pl. X.

9. Spiegelberg, Dem. Pap. Berlin, p. 14 and Pl. XXX.

10. Bürgschaftsurk., p. 165, n. 1.

11. Revue égyptologique, XIV (1914), 45.

12. Rather than believe that the scribe made the strange error of writing "year 52" for "year 51" I have considered the fact that the name of the season is not written quite like the scribe's šmw in line 20 (and in other Berlin papyri written by him), but may conceivably be ʃh.t. The date would then be a quite reasonable one for a lease, Phaophi 10 (October 31), 119 B.C.

13. Spiegelberg, Dem. Pap. Kairo, Pl. XXIII; cf. my pp. 32 ff.

14. Reich, Pap. jur. Inhalts, Pls. XV-XVI (Theban).

15. Revillout, Revue égyptologique, III (1883), 130 f., Pl. III. I have had the use of two poor but helpful photographs from Spiegelberg's files, now Edgerton's. One bears the penciled number on the back "2133"; the other, "250." "Turin 21" is from Revillout, ÄZ, XVII (1879), 87, 2^o. The protocol date is lost, but the lease is for nine months, Thoth to Pachons.

16. Spiegelberg, Pap. Th. Reinach, Pl. XIV.

17. Thompson, Family Archive, Pl. XXVIII.

NOTES TO DOCUMENT I

18. Ibid., Pl. XXIX.

19. Cf. Sethe, Bürgschaftsurk., p. 165, §31. This phrase occurs in no lease known to be from the Fayum. In Fayum leases appears instead the phrase n p3 rd h3.t-sp x + 1, "for the crop of year x + 1." The latter phrase occurs in no lease outside the Fayum except in the two Akoris (Tehne) leases Reinach 1 and 5 which are found in several such items of vocabulary to agree with Fayumic practice as against Upper Egyptian.

20. Cf. Doc. II, §g.

21. At the present time the threshing and winnowing is done in the fields concurrently with or immediately after the harvesting and was probably done so in antiquity.

22. In connection with the following discussion it is of interest to note that according to Rylands, IX, 11/2 f., the grain was brought in from the domain of Amon at el-Hibeh in Phamenoth (roughly June) in the reign of Psammetichus I. Cf. Griffith, Rylands, III, p. 65, n. 8, and p. 86, n. 5.

23. Spiegelberg, Dem. Pap. Berlin, Pl. XXX.

24. Cf. n. 15 above.

25. Thompson, Family Archive, Pl. XXIX.

26. BM 10599/4, 5 and BM 10600/10, 11 (Thompson, op. cit., Pl. XXXI and pp. 78 ff.).

27. Spiegelberg, Dem. Pap. Kairo, Pl. L.

28. Ibid., Pl. XLIX.

29. Sethe, Bürgschaftsurk., Pls. XV ff. and pp. 154 ff.; also a photograph of the papyrus in W. Erichsen, Demotische Lesestücke, II, Heft 1 (Leipzig, 1939), 156. Sethe's observation (p. 186, §59, and p. 218, §23) that the harvest at Thebes and Gebelên would take place normally in February and at the latest in March seems to place it much too early. Professors Wilson and Seele agree with me from several years' observation that March is early and April normal for the grain harvest today around Luxor. Cf. also Baedeker, Ägypten und der Sûdân (8. Aufl.; Leipzig, 1928), p. LXXVI.

30. Reinach 1/12, 15, Spiegelberg, Pap. Th. Reinach, Pl. X, and cf. p. 35.

31. Waszynski, Bodenpacht, pp. 104f. apud Sethe, Bürgschaftsurk., p. 186, §59 and n. 1.

32. Spiegelberg, Dem. Pap. Kairo, Pl. XXIV.

33. Ibid., Pl. XXIII.

34. Cf. Reinach in Spiegelberg, Pap. Th. Reinach, p. 35.

35. U. Wilcken, Grundzüge und Chrestomathie der Papyruskunde (Leipzig, 1912), Bd. I, Hälfte 1, p. 181.

36. Thompson, Family Archive, Pl. XXIX.

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37. Cf. n. 15 above.
38. Cf. Doc. VII, §o, thereto.
39. Cf. Sethe, Bürgschaftsurk., pp. 169 f., §39(b), §40.
40. A. Erman and H. Grapow, Wörterbuch der aegyptischen Sprache (5 vols.; Leipzig, 1926-31), III, 66:1.
41. Griffith, Rylands, III, 371 and 214, n. 3.
42. G. Möller, Hieratische Paläographie (3 vols.; Leipzig, 1909-12), III, No. 15.
43. Revillout, Corpus, No. 18, Pl. XIX.
44. Ibid., No. 19, Pl. XX.
45. Griffith, "The Earliest Egyptian Marriage Contracts," PSBA, XXXI (1909), 216. So also in Möller, Zwei ägyptische Eheverträge aus vorsaitischer Zeit ("Abhandlung der königl. preuss. Akademie der Wissenschaften, philologisch-historische Klasse," Nr. 3 [Berlin, 1918]), p. 12.
46. Cf. pp. 63 f.
47. H. Ranke, Die ägyptischen Personennamen (Glückstadt, 1936), I, 222 ff.
48. Cf. the suffix so written once in Leiden Tablet I 431, recto, 20, J. Černý, Studies Presented to F. Ll. Griffith (London, 1932), Pls. 2 and 5. For a name "Rn(.j?)-'nh.w." cf. Ranke, Die ägyptischen Personennamen, I, 222, 24.
49. Revillout, Corpus, No. 19, Pl. XX.
50. Griffith, PSBA, XXXI (1909), 213.
51. Cf. the following paragraph, §f.
52. Revillout, Corpus, No. 19, Pl. XX.
53. Ibid., No. 14, Pl. XV.
54. Ibid., No. 15, Pl. XVI.
55. Year 19 of Amasis. Unpublished. I have been supplied a photograph by Professor J. Vandier of the Louvre, and to him I am indebted not only for this but other photographs of papyri from Amasis' reign.
56. Spiegelberg, Dem. Pap. Loeb, Col. 78, (3).
57. Cf. the determinative on the earliest examples in Griffith, Rylands, III, 402.
58. Revillout, Corpus, No. 1, Pl. I.
59. Rylands, III, 457.
60. Černý, Studies Presented to F. Ll. Griffith, Pls. 3, 7.
61. Ranke, Die ägyptischen Personennamen, I, 127, 9 and also 10.
62. Ibid., 100, 11, and compare Sethe, Bürgschaftsurk., Pl. 43/3 and the Greek equivalent πνύπς, p. 325, résumé, line 2.
63. Möller, Hieratische Paläographie, II and III, No. 143.
64. Cf. Doc. III.

NOTES TO DOCUMENTS I AND II


65. Erman, Neuaegyptische Grammatik (2d ed.; Leipzig, 1933), §174.
66. Černý, Studies Presented to F. Ll. Griffith, Pls. 2 and 5.
67. Cf. Doc. II, §§j, k, and l.
68. Doc. III/6.
69. Pl. III.
70. Erman-Grapow, Wörterbuch der aegyptischen Sprache, V, 207.
71. Spiegelberg, Die sogenannte demotische Chronik ("Demotische Studien," Heft 7 [Leipzig, 1914]), Pl. V, and p. 85, No. 270.
72. Cf. Doc. V, §i.
73. Sethe, Bürgschaftsurk., p. 169, §39.
74. Cf. Doc. V/4, Doc. VI/3, Doc. VII/6.
75. Erman, Neuaegyptische Grammatik (2. Aufl.), §367.
76. Sethe, Der Nominalsatz im Ägyptischen und Koptischen (Leipzig, 1916), §§70 and 71.
77. Ibid., §70. Cf. Griffith, Rylands, III, 203, n. 27. Griffith's modification of this note (p. 321) was, I believe, unnecessary.
78. Cf. Doc. II, §h.
79. Reich, Pap. jur. Inhalts, Pl. V.
80. Spiegelberg, Dem. Pap. Berlin, Pl. II.
81. Cf. Sethe, Bürgschaftsurk., pp. 6 f., §4.
82. Cf. Doc. III, §z.
83. Černý, Studies Presented to F. Ll. Griffith, Pls. 2 and 3.

NOTES TO DOCUMENT II

1. Published by Revillout, Notice, No. 54, p. 358; Contrats, No. 31, pp. 298 ff.
2. M. Rostowzew, Studien zur Geschichte des Römischen Kolonates ("Archiv für Papyrusforschung," Beiheft I [Leipzig, 1910]), pp. 57 ff.; Wilcken, Grundzüge und Chrestomathie, I, Hälfte I, 277, 279.
3. Edgerton reminds me of the use of the imperative in šsp sš, "Receive writing," introducing consents and guarantees (cf. Sethe, Bürgschaftsurk., pp. 693 ff.), and in i.īr n.t hy, "Get yourself a husband," of divorces (cf. BM 10074/2, Reich, Pap. jur. Inhalts, Pl. VII, Recto 3), where the imperative signifies complete consent and approval.
4. Cf. Doc. V/12 and Doc. VI/5.
5. Revillout, Corpus, No. 15, Pl. XVI.
6. Sethe, Bürgschaftsurk., pp. 174 f., §46.
7. Spiegelberg, Demotische Grammatik (Heidelberg, 1925), §497.
8. Turin 235/23-24: Revillout, Revue égyptologique, III (1883), 138, Pls. 7-8, which is apparently the same, despite differences of rendering, as Revillout,

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Nouvelle chrestomathie démotique (Paris, 1878), pp. 150 ff., note, and Revillout, ÄZ, XVII (1879), 87, Pls. II-III, No. 12, called by him in both latter places "Turin No. 12." I have had use of Oriental Institute photograph No. 1981, which shows the papyrus to bear a tag with the notation, "Dem.? 235." The writing is badly rubbed; it is a lease of a house-site from year 52 of Euergetes II.

9. Spiegelberg, Dem. Pap. Kairo, Pl. XLIX; cf. my p. 12.
10. Spiegelberg, Demotische Grammatik, §497, b.
11. W. Till, Koptische Dialektgrammatik (München, 1931), §66a.
12. Ibid., §67.
13. So also in the lease, Louvre E. 7860/6, on which see Doc. III, §z.
14. Spiegelberg, Demotische Grammatik, §494.
15. Ibid., §509. The second and third examples cited by Spiegelberg are identical in construction with the one in the leases.
16. S. Waszynski, Die Bodenpacht (Leipzig, 1905), p. 134, n. 1. Waszynski was properly doubtful of Revillout's habitual translation of the clause.
17. Cf. Doc. IV/5 ff., Doc. V/6 ff., Doc. VI/5 ff., Doc. VII/8 ff.
18. Cf. C. F. Nims, "Notes on University of Michigan Demotic Papyri from Philadelphia," JEA, XXIV (1938), 77 f. .
19. Spiegelberg, Demotische Grammatik, §158, but more pointed for our purpose are such examples as Griffith and Thompson, The Demotic Magical Papyrus of London and Leiden (3 vols.; London, 1904-9), VI/21, XXI/13-14, 14-15, quoted by Spiegelberg in §§497 $\beta\beta$, 509.
20. Cf. Doc. V, §i.
21. Spiegelberg, Die demotische Papyrus der Strassburger Bibliothek (Strassburg, 1902), Pl. I; cf. Griffith, Rylands, III, 24, No. 40.
22. Revillout, Corpus, No. 1, Pl. I.
23. Revillout, Corpus, Pl. XII/2, XIII/3, XIV/2; and cf. Strassburg 2/2 f., cited in Doc. II, §j.
24. Cf. Sethe, Bürgschaftsurk., p. 170, §41.
25. Doc. V/7, Doc. VI/5.
26. Doc. IV/6, 7.
27. Revillout, Corpus, Pl. XV is the facsimile.
28. Reich, Pap. jur. Inhalts, Pl. VI. Cf., also, Sethe, Bürgschaftsurk., p. 195. I am indebted to Professor Edgerton for pointing out this example and for asking whether it was possible or not paleographically to prove that the Saite clauses were parallel to it.
29. The earliest writing I can find now has the familiar form  in Revillout, Corpus, No. 5/5, Pl. IV.
30. Cf. the writings in Erman-Grapow, Wörterbuch der aegyptischen

NOTES TO DOCUMENT II

Sprache, II, 461.

31. We must, I think, supply the initial i. in Doc. II/9 no matter how we may read the rest of the clause.

32. The sole difficulty is the reading of the signs immediately following sš in both documents.

33. Note the same pledge and the repetition of it in Doc. III/6-8.

34. Apparently there are no signatures at all on the verso. Revillout, Notice, No. 55, pp. 358 f., mentions none, and Professor Vandier, who sent me the photograph, Pl. III, said nothing of the verso.

35. Revillout, Corpus, Fasc. 2, p. 27, n. 1, and p. 28, n. 1.

36. Ibid., p. 24, n. 2.

37. Spiegelberg, Pap. Th. Reinach, Pl. XIV and pp. 201 ff. On the lessor in these two Reinach leases, cf. ibid., pp. 19 ff. He had a Greek name and two Egyptian names, and his father had a Greek name. The majority of the documents in which he was a party are in Greek; cf. ibid., pp. 27 ff.

38. Ibid., Pl. V and pp. 175 ff. The lessee and his father bore Greek names.

39. Spiegelberg, Dem. Pap. Kairo, Pl. CII.

40. Ibid., Pl. XXIV.

41. Ibid., Pl. XXIII.

42. Ibid., Pl. XXIII.. This is not strictly a lease, but a receipt of rental in advance and guarantee of usufruct for the advance years. Cf. my p. 33 f.

43. To these ought to be added for completeness the unfinished (!) Cairo 30626, ibid., Pl. XXIX, for year 96 B.C. between the same two parties, also signed by party A, the lessor.

44. It has also been indicated (n. 19 to Doc. I) that the Reinach leases agree with Fayum leases in certain conventions.

45. E. Seidl, Demotische Urkundenlehre nach den frühptolemäischen Texten ("Münchener Beiträge zur Papyrusforschung und antiken Rechtsgeschichte," Heft 27 [München, 1937]), pp. 6 f.

46. Cf. pp. 31 ff.

47. Cf. pp. 33 ff.

48. Thompson, Family Archive, Pls. IV and V, pp. 19 and 21. Henceforth in this discussion the plate numbers of the columns of BM 10591, Recto, will not be given, for plate and column numbers coincide.

49. Ibid., Pl. XXIX.

50. Ibid., p. 15 and p. 18, resp.

51. Not hr; cf. the review by B. Gunn, JEA, XX (1934), 225, "B, ii 6-7."

52. Thompson, Family Archive, p. 23.

53. Gunn, op. cit., p. 226. Gunn's emendation of "<ar-s?>" would necessi-

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tate just the translation he refuted, "which I made a lease < concerning it > ." He was probably correct in supplying the resumptive pronoun, but he should have supplied it in the form of the direct suffix object of the infinitive shn to give his translation, which is certainly the proper one.

54. Thompson, Family Archive, p. 23.

55. Ibid., p. 23, n. 102.

56. Ibid., p. 21.

57. Contra ibid., p. 23, n. 102 and p. xv.

58. Add to the preceding instances also BM 10591, IV/2, and V/4.

59. BM 10591, Recto, V/6 and VI/5. "At his bidding" is missing in the first instance. It cannot be argued that by this statement Chratianch was objecting to Tefhape's having let Heraclides plow the land "at his bidding," that is, verbally but without having drawn up for Heraclides a written lease. She was objecting that Heraclides had not drawn up a lease for her and her husband, as the concluding clause of the statement undeniably shows.

60. Ibid., p. 15, n. 30.

61. Edgerton points out that îw.f mḥty n.îm.w of BM 10591, Recto, II/5, is a mistake for îw.f mḥt n.îm.w of III/24. The clause means either "he (Tuot) being in possession of them (the lands)" or, less probably, "he taking" or "having taken possession of them." If ty were correct, it could not be the "absolute pronoun" as Thompson took it, since mḥ following îw.f can be only infinitive or qualitative. For the form of mḥt, cf. W. F. Edgerton, "Obsolescence of the Imperative Mood in Egyptian," Studies Presented to F. Ll. Griffith (London, 1932), p. 66.

62. Cf. Doc. V, §n.

63. Family Archive, p. 15, n. 30; p. 23, n. 102; p. 72, n. 2.

64. Waszynski, Die Bodenpacht, pp. 13 ff.

65. Ibid., pp. 23 ff.

66. The leases of royal land studied by Sethe, Bürgschaftsurk., Nos. 1-5, are not offers to lease despite the opening formula, "Eat my word of receiving ... " (cf. ibid., p. 8 f., §9). Those documents, if offers at all, are offers of the lessee's pledges and guarantor, for the land had already been "written after" the lessee (cf. ibid., p. 13, §13). Note that Partsch came to essentially the same conclusion (ibid., pp. 612 ff.).

67. Thompson, Family Archive, p. 23, n. 102.

68. Waszynski, Die Bodenpacht, pp. 20 f.

69. See p. 23.

70. I have had the use of an excellent photograph in Spiegelberg's, now Edgerton's, files. It was supplied Spiegelberg by Sir Herbert Thompson.

NOTES TO DOCUMENTS II AND III

71. Cf. pp. 31 f., and Doc. III, §aa, on this and other aspects of the lease.

72. Cf. Seidl, Demotische Urkundenlehre, p. 6, n. 4, where what little we know about the depositing of a duplicate of demotic contracts in an archive is summed up. The manifold document, Berlin 3118 (Spiegelberg, Dem. Pap. Berlin, Pl. XXIX), must have been deposited in an archive. It contains six unilateral "agreements" (hn.w) and a seventh part recording the consent of the four coheirs to further divisions of property not included in the unilateral sections. In lines 24-25, the coheirs agreed to take their "agreements written above" to "the house of document" (p3 ʿ.wy sš) together, and the one who refused to accompany the others on the day which would be agreed upon was to be assessed fines and still be required to act in accordance with the agreements.

73. BM 10597/13, Thompson, Family Archive, Pl. XXIX; BM 10230/3, Reich, Pap. jur. Inhalts, Pls. XV-XVI; Strassburg 9/15-16, Spiegelberg, Dem. Pap. Strassburg, Pl. VII; Heidelberg 723/21, Sethe, Bürgschaftsurk., Pl. XIX. So also in the lease of a yoke of oxen, Reinach 4/23-24 (Spiegelberg, Pap. Th. Reinach, Pl. XII), which was signed by party A and registered.

74. Cf. Sethe, Bürgschaftsurk., p. 123, §26.

75. Cf. Seidl, Demotische Urkundenlehre, p. 7.

76. Thompson, Family Archive, Pl. XXIX. Incidentally, inasmuch as the document was found among Tefhape's papers, of which the archive mainly consists, it was presumably never returned to Heraclides, unless Tefhape's copy was returned to Heraclides, and the extant copy was the one deposited with the state but later obtained by Tefhape and kept by him because of its relation to the court proceedings. That supposition would, of course, raise a pertinent question about the disposal of such temporary, deposited documents once the period of their validity was over.

77. Ibid., lines 15-16.

78. Cf., for instance, the division of property from year 17 of Euergetes I, of which Berlin 3089 (Spiegelberg, Dem. Pap. Berlin, Pl. IV and p. 6) is the declaration of one party, and the British Museum papyrus (Revillout, Revue égyptologique, I [1880], 135, n. 1, and Pl. 8 thereto) is the declaration of the other.

79. Revue égyptologique, III (1883), 128 f.

NOTES TO DOCUMENT III

1. Published by Revillout, Notice, No. 55, pp. 358 f.; Contrats, No. 32, pp. 302 ff. To the right of this contract on the same papyrus appear the ends of the lines of a contract also of Amasis' reign. It was called by Revillout,

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Notice, No. 56, p. 359, "E. 7845 B." Only about half of the eleven lines, written in large characters, remains. It deals with land, but I do not know whether it is a lease. Professor Vandier supplied me with a photograph of it, also.

2. Revillout, Corpus Louvre, No. 23, Pl. XXIII.
3. Cf. Griffith, Rylands, III, 258, n. 10.
4. Ibid., p. 158, n. 1.
5. Spiegelberg, Receuil de Travaux, XXXI (1909), 104 (XXII).
6. Sethe, Amun und die acht Urgötter von Hermopolis ("Abhandlungen der preussischen Akademie der Wissenschaften, philosophisch-historische Klasse," No. 4 [Berlin, 1929]), p. 31, §50.
7. Erman-Grapow, Wörterbuch der aegyptischen Sprache, III, 305: 23.
8. Griffith, Rylands, III, 382.
9. The three remaining Amasis leases, Docs. I, IV, and VII, were drawn up by the lessee.
10. Spiegelberg, Dem. Pap. Loeb, Pl. XXV.
11. Spiegelberg, Die demotischen Denkmäler III Demotische Inschriften und Papyri ("Catalogue général ... du Caire," Vol. XCII [Berlin, 1932]), p. 71 and n. 1.
12. Ibid., Pl. XLIV.
13. Ibid., Pl. XLIII.
14. Ibid., Pl. XLV.
15. Unpublished. Cf. pp. 25 f.
16. Spiegelberg, Dem. Pap. Kairo, Pl. CII.
17. Ibid., Pl. XXIV.
18. Ibid., Pl. XXXIX.
19. Ibid., Pl. XXIII.
20. Ibid., Pl. XLIII.
21. To be published by Dr. C. F. Nims. It is from Heliopolis, probably from the reign of Alexander II (80 B.C.), according to Nims.
22. Sethe, Bürgschaftsurk., p. 163, §24 and n. 1 thereto.
23. Revillout, "La location," Revue égyptologique, III (1883), Pl. 8, and p. 139. It is the BM Papyrus Malcolm, later translated by Revillout, PSBA, IX (1887), 228 ff., and Notice, pp. 328 f., and with a hieroglyphic transcription, Revue égyptologique, XIV (1912), 59 ff. According to Revillout, it is Memphite in origin, from Euergetes II's reign.
24. Sethe, Bürgschaftsurk., p. 176, §47(c) and p. 260, §9; and cf. J. Partsch, Mitteilungen aus der Freiburger Papyrussammlung. 3. Juristische Urkunden der Ptolemäerzeit ("Abhandlungen der Heidelberger Akademie der Wissenschaften. Philosophisch-historische Klasse," Nr. 7 [Heidelberg, 1927]),

NOTES TO DOCUMENT III

pp. 31 ff.

25. On the word r^c -w $\dot{z}h$ cf. Sethe, Bürgschaftsurk., p. 294, n. 3, and Spiegelberg, Dem. Pap. Loeb, Col. 69, No. 38. It appears, when in understandable context, to be associated with loans and the promissory notes thereof.

26. $\varpi\pi\omega\pi$ (?), cf. Spiegelberg, Koptisches Handwörterbuch (Heidelberg, 1921), p. 181, n. 11, and Crum, A Coptic Dictionary, p. 527.

27. Pp. 25 f.

28. In Partsch, op. cit., pp. 32 ff.

29. This symbol means nothing more than "viz., to wit." Cf. Griffith, Rylands, III, 420, and Doc. IV/6, V/11, VI/4, 6.

30. Or "advance." In fact, "money in advance" would be a fairly literal rendering of hd (n) $h\dot{z}t$, "money in front," hence the demotic equivalent of $\pi\rho\acute{o}\delta o\mu a$. Cf. Wilcken's discussion of $\pi\rho\acute{o}\delta o\mu a$ in Partsch, op. cit., pp. 77 f.

31. Spiegelberg, Dem. Pap. Kairo, Pl. XXIII.

32. The double dating in the body of the text (lines 6-7) shows that Soter II must be meant in the peculiar protocol. It thus antedates by some four and a half months the earliest date by Soter II, after his restoration, given by T. C. Skeat, "The Reigns of the Ptolemies," Mizraim, VI (1937), 35 (17), as well as the latest date by Alexander I.

33. Apparently we are to understand that the 4 1/2 and 7 1/2 artabas are the rental and taxes for each year of the four. See next note below relative to the same amounts in Cairo 30613.

34. Spiegelberg's note on the document, Dem. Pap. Kairo, p. 45, is erroneous in several respects. The date of the document should be year 20. Tips of the numeral "20" are visible at the beginning of line 1. Cf. the "20" written high in the line of writing with "t" beneath, in lines 13 and 14. The lessor was satisfied with the "early silver, today," according to line 11, so it was no "old debt." Furthermore, the "early silver" amounted to just three artabas of wheat (line 13), and by year 21, Payni 30th, would amount to 4 1/2 artabas (line 14), exactly the rental receipted on the same 4 arouras of land in Cairo 30614/5. The lessor gave a discount in 30613 for advance payment, but did not in 30614.

35. Spiegelberg, Dem. Pap. Kairo, p. 49, is correct at this point but not so reliable at numerous other points in the rest of the document.

36. Cf. pp. 31 f.

37. Spiegelberg, Dem. Pap. Kairo, Pl. XLIII.

38. Cf. pp. 39 f.

39. Griffith, Rylands, I, Pl. LXXVII; III, 161, 288 f.

40. Ibid., III, 161, n. 2.

41. Cf. "my land," line 2.

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42. The first preserved sign is no doubt the determinative of sk3, "plow" (cf. Griffith, Rylands, III, 389). It could be the determinative of shn, "to lease," also (*ibid.*, 387), but the necessary suffix .y was not written for shn.y, "I have leased," and iw.y r shn, "I will lease," would be contrary to demotic contractual usage.

43. Griffith, Rylands, I, Pl. LXXXIII.

44. *Ibid.*, III, 164, 166.

45. Cf. line 6 of the lease.

46. Cf. line 4 of the lease.

47. Or, for that matter, the only antichretic lease of land from any provenance, as it was when Griffith published it. The internal evidence as to its origin is not unequivocal. In line 6, the phrase indicating the duration of the lease can read only, ty [p3 m]w h3.t-sp 23 r h3.t-sp 24 r hry, "from [the wat]er of year 23 to year 24 onward." Fayumic leases to date say invariably, n p3 rd h3.t-sp 24, "for the crop of year 24" (cf. n. 19 to Doc. I). P3 hw 'hwt, "the excess of farmer," of line 11 appears as yet in no Fayum lease (cf. Doc. V, §n). On the other hand, t3 md.t Pr-3 appearing in line 12 is to be found so far only in known Fayumic leases as the equivalent of p3 smw Pr-3, "the tax of Pharaoh."

48. B. P. Grenfell, A. S. Hunt, and E. J. Goodspeed, The Tebtunis Papyri, II ("University of California Publications, Graeco-Roman Archaeology," Vol. II [London, 1907]), No. 372, pp. 209 ff.

49. Cf. Revillout, "La location," Revue égyptologique, III (1883), 127 ff.


50. *Ibid.*, p. 139, and Revillout, Notice, p. 328, n. 1.

51. See pp. 31 f.

52. Revillout, Revue égyptologique, III (1883), 127.

53. Revillout, Notice, Nos. 78 and 79, pp. 375 f., and Revillout, Les obligations en droit égyptien (Paris, 1886), pp. 120 ff.

54. Revillout, Notice, p. 347 and pp. 358 f. I have not had access to his "La propriété" cited on p. 359.

55. *Ibid.*, No. 43, pp. 327 f. The copy of this portion of the text in Revillout, Contrats, p. 242 (bottom) should be . Cf. my pp. 37 f. on the passage and its context. I was supplied a photograph of the document by Professor Vandier of the Louvre.

56. Revillout, Corpus, No. 15, Pl. XVI.

57. Griffith, Rylands, III, 222, n. 19, and 377.

58. Spiegelberg, Demotische Grammatik, §§305, 306, and contrast his translation of the two Rylands examples in §348(b).

59. Cf. Doc. III, §bb and §nn, and Doc. IV, §1.

NOTES TO DOCUMENT III

60. Spiegelberg, Dem. Pap. Berlin, Pl. XXXVI.
61. Ibid., Pl. XXXV.
62. Doc. IV/6; Doc. V/11; Doc. VI/4, 6.
63. Crum, A Coptic Dictionary, p. 367.
64. However, it must be noted that Erman-Grapow, Wörterbuch der ägyptischen Sprache, IV, 342, §, lists the phrase mw stf in Greek times "als Bez. des Nilwassers."
65. Möller, Hieratische Paläographie, II, No. 200.
66. Ibid., No. 237. Cf. Griffith, Rylands, III, 393.
67. Černý, Studies Presented to F. Ll. Griffith, p. 50, n. 11.
68. Griffith, Rylands, III, 422.
69. Revillout, Corpus, No. 25, Pl. XXV. Cf. Griffith, Rylands, III, 22, No. 26.
70. n t3 ȥp.t n, at end of line 8 of the contract.
71. Griffith, Rylands, III, 383 and 204, n. 31.
72. Ibid., p. 441.
73. Griffith, Rylands, III, 242, n. 10.
74. Sethe, Bürgschaftsurk., p. 16, §15 and pp. 263 f., §15. Cf. Spiegelberg, Pap. Th. Reinach, Pl. X/10 and p. 180 (9). Cf. also Pap. Carnarvon 2/2: The Earl of Carnarvon and Howard Carter, Five Years' Explorations at Thebes, Pls. XXXVIII-XXXIX; Spiegelberg, Receuil de travaux, XXXV (1913), 156 f., which reads, "my high land (3ȥ ky) which is in the domain of Amon in the north of the Coptos district in the field (t3 sȥ.t), 'The Stable of the Milk Can.'" The latter area in the Amasis texts is called "the highland, 'The Stable of the Milk Can of Amon'" (cf. Doc. V., §i). Sȥ.t has no specialized meaning in the phrase n ȥ.t-nȥr n sȥ.t n p3 dmy, "in temple, in field, in the town" (cf. n. 98 below), as early as Psammetichus I (Papyrus Rylands 1, A/2). Crum, A Coptic Dictionary, p. 377, cites no specialized use of ⲥⲱⲩⲉ.
75. But contrast the writings listed by Griffith, Rylands, III, 325.
76. Revillout, Corpus, No. 2, Pl. I.
77. Griffith, Rylands, III, 359.
78. Cf. ibid., 288, n. 7. Note also that sš md3.t nȥr of Thompson, Family Archive, Pls. XVIII/2, XIX/10, and XXIII/2, 12, is once, erroneously, written sš md3.t in XVI/5.
79. From a photograph sent me by Professor Vandier. The document is translated in Revillout, Notice, p. 361, No. 60.
80. I.e., d1.t šm, for which cf. Sethe, Bürgschaftsurk., pp. 191 f., §71, and Thompson, Family Archive, Pls. IV/2, V/4.
81. Revillout, Notice, p. 327, No. 43, and Contrats, pp. 240 ff., No. 24. Revillout's translation and copy are very inadequate and misleading. I have had

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a photograph from Professor Vandier.

82. The form and writing are amply verified by Doc. I/10-11. In the absence of a published facsimile, it is necessary to say that I cannot read all of the omitted description of the land, but it seems fairly obvious that nothing devastating to the argument could occur in that portion.

83. For which compare Leiden Tablet I, 431, Recto/10, 12, etc.; Černý, Studies Presented to F. Ll. Griffith, Pls. II and IV.

84. Reich, Pap. jur. Inhalts, Pls. XV-XVI.

85. Surely we have no basis for the deification of the king involved in Reich's reading (*ibid.*, p. 80) of "the god" in apposition to "Pharaoh."

86. Cf. Griffith, Rylands, III, 161, n. 2.

87. *Ibid.*, I, Pl. LXXVII.

88. Cf. pp. 25 f. and pp. 31 f.

89. In line 9 the land is described as n p3 h[tp]-ntr [n] p3 isw and in line 27 as (n) p3 htp-ntr n Imn, thus identifying the local god with Amon. The papyrus is unpublished. See pp. 25 f.

90. Cf. Spiegelberg, Neue Urkunden zum ägyptischen Tierkultus ("Sitzungsberichte der bayerischen Akademie der Wissenschaften, philosophisch-philologische und historische Klasse," Jahrg. 1928, 3. Abh. [München, 1928]), p. 11.

91. Cf. W. Otto, Priester und Tempel im hellenistischen Ägypten (2 vols.; Leipzig, 1905-8), II, 81 ff.; Rostowzew, Studien zur Geschichte des römischen Kolonates, pp. 4 ff.; Wilcken, Grundzüge ... der Papyruskunde, I, Hälfte I, 270 ff.; Sethe, Bürgschaftsurk., pp. 629 ff.; E. Bevan, A History of Egypt under the Ptolemaic Dynasty (London, 1927), p. 181.

92. Spiegelberg, Dem. Pap. Kairo, Pl. XLIII. Cf. my p. 33 on the document.

93. Cairo 30631/15-17: mtw.k ir t3y.w md.t Pr-^{c3} ty p3 rd h3.t-sp 33 iw.n ir [n.k p3] shn [nty hry r-d3] hpr bn-p n3 rmt.w rn.w ir t3 md.t n3 3h.w nty hry n3 s[sw.w i.ir] sny hn h3.t-sp 32 mtw.k p3 i.ir <ir> t3y.w md.t Pr-^{c3}, "You are to pay their tax of Pharaoh beginning with the crop of year 33. We make [for you the] lease [above be]cause the men named have not paid the tax of Pharaoh for the land aforesaid for the t[ime which has] passed up to year 32; you are he who has <paid> their tax of Pharaoh." The "men named" are the former holder and the person from whom he got the land by the trade, Cairo 30630 (Spiegelberg, Dem. Pap. Kairo, Pl. XLII).

94. Cf. the documents in Sethe, Bürgschaftsurk., Nos. 1-5.

95. *Ibid.*, p. 631.

96. Spiegelberg, Dem. Pap. Kairo, Pl. LVI.

97. Sethe, Bürgschaftsurk., p. 632.

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98. Cf. Griffith, Rylands, III, 45, n. 10. Griffith's interpretation of sh.t h.t-ntr as "field and temple" is confirmed by the Greek parallel cited by him (*ibid.*, 320, note to p. 45, n. 10). The pertinent phrase was wrongly restored by him, but the correct form as re-edited in Wilcken, Urkunden der Ptolemäerzeit, II (Berlin, 1937), No. 177 (certain in lines 31-32) fully confirms Griffith's interpretation.

99. Spiegelberg, Demotische Grammatik, §348 (c).

100. Cf., for example, Heidelberg 723/13-13a, Sethe, Bürgschaftsurk., Pl. 18 and pp. 156 ff.

101. Griffith, Rylands, III, 377; Spiegelberg, Demotische Grammatik, §§305, 306. Cf. Doc. III, §j.

102. Revillout, Corpus, No. 1, Pl. I.

103. *Ibid.*, No. 2, Pl. I.

104. Spiegelberg, Demotische Grammatik, §§315 ff., 350 ff., 401.

105. Cf. Doc. IV, §l.

106. P. Montet, Les scènes de la vie privée dans les tombeaux égyptiens de l'ancien empire (Strasbourg, 1925), pp. 192 f.

107. Cf. pp. 12 f.

108. Cf. the note on hw.ty.f, Doc. V, §g.

109. Cf. the abnormal hieratic writing of the conjunctive as md in Louvre E. 7860/7 copied in n. 55 above, and in BM 10113/7, Reich, Pap. jur. Inhalts, Pl. I.

110. Spiegelberg, Dem. Pap. Loeb, Pl. XXV.


111. Cf., also, the scribe's cramped z in the possessive nzy(.y) just preceding in the present document. The sign in the word rn is, of course, not z.



112. From a photograph supplied me by Professor Vandier. The copy in Revillout, Contrats, p. 314, is inaccurate.

113. Möller, Zwei ägyptische Eheverträge, Pl. II.

114. Revillout, Corpus, No. 18, Pl. XIX.

115. *Ibid.*, No. 19, Pl. XX.

116. The determinative j, , appears in Louvre E. 7846, the same document, in line 3, šp; line 5, mr; line 8, šb(.t). Cf. Möller, Zwei ägyptische Eheverträge, p. 13, n. 8.

117. Griffith, PSBA, XXXI (1909), 214, did not attempt to read the first sign. Möller, Zwei ägyptische Eheverträge, p. 9, read the word  .

118. Sethe, Bürgschaftsurk., pp. 443 f., §21. It was not until I had written the entire discussion of rn that I discovered the note by Sethe in his review of Möller, Zwei ägyptische Eheverträge, in Göttingische gelehrte Anzeigen, CLXXX (Berlin, 1918), 363, n. 4. Sethe pointed out that Möller's reading isw

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could not mean "value," "worth," and that such a meaning did not fit the context in the marriage documents. On the basis of the necessary meaning he suggested rn and had Möller's concurrence in the suggestion. The evidence presented here no longer permits any doubt that he was correct.

119. Griffith, PSBA, XXXI (1909), 216, 218.

120. Möller, Zwei ägyptische Eheverträge, pp. 12, 15.

121. The copy is the most legible of the three occurrences, Louvre E. 7846/7, Revillout, Corpus, Pl. XX.

122. Möller, Zwei ägyptische Eheverträge, Pl. III.

123. "To the name of" does not seem to fit the context well, either. One should expect "in the name of" if "name" were part of the compound at all. Cf., also, Doc. I, §c.

124. I.e., in the present lease and in Doc. VII.

125. Cf. S. Berger, "A Note on Some Scenes of Land-Measurement," JEA, XX (1934), 54 ff., and Pl. X. The scene which Miss Berger mentions, but does not reproduce, from the tomb of "Amenhotepsasi (No. 75)," is to be found in L. Borchardt, "Statuen von Feldmessern," ÄZ, XLII (1905), 71, Abb. 2. The grain cannot be seen in Borchardt's photograph, but N. de G. Davies, The Tombs of Two Officials of Tuthmosis IV ("Theban Tombs Series," III [London, 1923]), p. 11, asserts that it is present. The grain may be seen with care in Miss Berger's Nos. 1 and 3, Pl. X, but is unmistakable in the photographs in W. Wreszynski, Atlas zur altaegyptischen Kulturgeschichte, I (Leipzig, 1923), Pls. 11(a) and 191, respectively.

Dr. Keith C. Seele informs me that in recent years at Luxor he and Mrs. Seele have observed the natives measuring fields of grain with long rods. Without having investigated the procedure, it is their impression that the crop itself was the object of the measurement, not the land.

126. Cf. Wilcken, Grundzüge und Chrestomathie, I, Hälfte I, 176 ff.

127. Spiegelberg, Pap. Th. Reinach, Pl. X.

128. Cf. Doc. III, §j and §bb; Doc. IV, §l.

129. Cf. Doc. V, §x.

130. Revillout, Corpus, No. 25, Pl. XXV, and cf. Griffith, Rylands, III, 22, No. 26.

131. Contrast Griffith, Rylands, III, 68 and 377, and Spiegelberg, Demotische Grammatik, §§305-6. I note latterly also the admirable example of r h.t n, "out of," in the marriage contract of year 30 of Darius I, Berlin 3078/5 (Spiegelberg, Dem. Pap. Berlin, Pl. II), on which cf. Spiegelberg, Der Papyrus Libbey (Strassburg, 1907), p. 7, Griffith, Rylands, III, p. 321, correction to p. 117, line 9, and Möller, Zwei ägyptische Eheverträge, p. 7, n. 4.

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132. Sethe, Bürgschaftsurk., pp. 196 f., §76.

133. Cf. Griffith, Rylands, III, 404, and Spiegelberg, Dem. Pap. Loeb, Col. 9 (6) and n. 1.

134. Cf. Doc. III, §b.

NOTES TO DOCUMENT IV

1. Facsimile in Revillout, Corpus, No. 10, Pl. XI. Also published in Revillout, Notice, No. 76, pp. 370 f.; Contrats, No. 38, pp. 332 ff. Cf. Griffith Rylands, III, No. 32, p. 23.

2. Spiegelberg, Die demotischen Urkunden des Zenon-Archivs ("Demotische Studien," Heft 8 [Leipzig, 1929]), p. 15, Bem. 2, and references there. Cf. Reich, "The Field Museum Papyrus," Mizraim, II (1936), 43, n. 3.

The person designated as an 'my sk' in the Nauri decree cited by Spiegelberg certainly appears to have been connected with agriculture, not the herds of the domain. However, '3m did pass from the designation for the nomadic, pastoral Semites to the Coptic occupational title "herdsman." Cf. Gardiner's note in JEA, VI (1920), 100, n. 1. The personage in the Nauri stela may actually have been a "keeper of plough oxen." In any case the evidence from the demotic texts appears to me to stand on its own.

3. Sethe, Bürgschaftsurk., p. 36, §30, and p. 281, §52a.

4. Cf. n. 54 to Doc. V.

5. BM 10599/5, BM 10600/11, Thompson, Family Archive, Pl. XXXI.

6. BM 10591, Recto, I/24, III/8, V/1, 24, Thompson, Family Archive, Pls. I, III, V, respectively.

7. Crum, A Coptic Dictionary, p. 7.

8. Doc. V/4, 12.

9. Cf. Sethe, Bürgschaftsurk., p. 36, §30; Reich, Mizraim, II (1936), 44 f.; and C. F. Nims, "University of Michigan Demotic Papyri: Papyri from Philadelphia" (unpublished Ph.D. dissertation, Department of Oriental Languages and Literatures, University of Chicago, 1937), p. 18, n. 4, and §5.

10. Carnarvon and Carter, Five Years' Explorations at Thebes, Pls. XXXV-XXXIX; Spiegelberg, Receuil de travaux, XXXV (1913), 153 ff.

11. Cf. Doc. V, §i.

12. Reich, Pap. jur. Inhalts, Pl. XVI, pp. 56 ff.

13. Cf. Doc. I, §b.

14. The "slave Peftu'ukhons" who drew up the contract, Rylands 7 (Griffith, Rylands, I, Pl. XX; III, pp. 55 f.), was only renewing his slavery to his master thereby.

15. Cf. Reich, Mizraim, II (1936), 44 f.

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16. Spiegelberg, Dem. Pap. Hauswaldt, p. 2*.
17. Sethe, Bürgschaftsurk., p. 36, §30.
18. Berlin 3102; Spiegelberg, Dem. Pap. Berlin, Pl. XXX.
19. Docs. V and VI, both for year 36 of Amasis.
20. Perhaps deriving from the New Kingdom oath formula, wḥ ḥmn, "As Amon endures"? Cf. Griffith, Rylands, III, 46, n. 9.
21. Contrast the name in Doc. V/2 with hr in lines 4, 5, 7, 11, 14, of that document.
22. Reich, Pap. jur. Inhalts, p. 91, No. 77.
23. Ibid., p. 93, No. 139, and p. 95, No. 180.
24. Ibid., p. 93, No. 140, and p. 94, No. 173.
25. Revillout, Corpus, No. 12, Pl. XIII.
26. On the name see Griffith, Rylands, III, 258, n. 6.
27. Louvre E. 7842; Revillout, Notice, No. 67, p. 366, of which I have a photograph from Professor Vandier.
28. Revillout, Corpus, No. 13, Pl. XIV.
29. Ibid., No. 11, Pl. XII.
30. Doc. VII.
31. Spiegelberg, Demotische Grammatik, §331.
32. See further on this matter Doc. VII, §g.
33. Revillout, Corpus, No. 25, Pl. XXV.
34. Is this to be related to the old mny, Erman-Grapow, Wörterbuch der aegyptischen Sprache, II, 74:15? If so, we should expect mn(.y) t.k n.īm.w, "I have presented you with them," here.
35. Or mn and hṭp. Mn can scarcely mean anything very different from dī.t, "to give."
36. The normal way to begin situating a piece of land in demotic contracts is with nty, "which (is)" in, near, etc.
37. Cf. Doc. I, §v.
38. On sm see Sethe, Bürgschaftsurk., p. 12 and p. 169, §39(b).
39. Spiegelberg, Demotische Grammatik, §349.
40. Reich, Pap. jur. Inhalts, Pl. XV.
41. Cf. Sethe, Bürgschaftsurk., p. 13, §12.
42. Revillout, Corpus, No. 15, Pl. XVI.
43. Revillout, Contrats, No. 28, p. 260 (bottom), but the word is copied from a photograph sent by Professor Vandier.
44. Unpublished. I have a photograph from Professor Vandier.
45. Spiegelberg, Dem. Pap. Loeb, Pl. XXVI. Spiegelberg's transcription of the first sign in ibid., Col. 72 (6), is obviously wrong.
46. Hence Griffith, Rylands, III, 210, n. 9, may be extended to include

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these two examples of wy.t for the first singular in Amasis' reign.

47. Cf. Griffith, Rylands, III, 340, (2) under wy.

48. Cf. Sethe, Bürgschaftsurk., p. 285, §65, which dispels Griffith's concern in Rylands, III, 340, (2) under wy, and reflected in his translation of clause (3) of the cession formulae, ibid., p. 126, over the meaning of the preposition n after wy. Note also Doc. V/9 and Doc. VI/8-9.

49. Cf. Doc. V, §§w and x.

50. Cf. Griffith, Rylands, III, 221, n. 4.

51. Spiegelberg, Dem. Pap. Loeb, Col. 72 (12). The word also appears in the name St3-'Imn-gwy, ibid., Col. 72 (3), and problematically in a long list of the persons who shall not interfere with the contract, in Revillout, Corpus, No. 8/3, 4, Pl. IX. These references I owe to Spiegelberg's manuscript demotic dictionary.

52. Spiegelberg, Dem. Pap. Loeb, No. 41/4, Pl. XXIV and Cols. 70 f.

53. Ibid., No. 47/5-6, Pl. XXVI and Cols. 79 f.

54. Cf. Doc. V/6-7, 11-12, 13-15.

55. Revillout, Corpus, No. 14, Pl. XV.

56. Cf. Doc. IV, §c.

57. Reich, Pap. jur. Inhalts, p. 95, No. 181.

NOTES TO DOCUMENT V

1. Facsimile in Revillout, Corpus, No. 14, Pl. XV. Also published in Revillout, Notice, No. 78, p. 375; Contrats, No. 41, pp. 344 ff. Cf. Griffith, Rylands, III, 23, No. 34.

2. Revillout, Corpus, No. 15, Pl. XVI.

3. Griffith, Rylands, III, 23, Nos. 34 and 35, indicates no relationship between the transactions. Revillout, Les obligations en droit égyptien, pp. 120 ff., and Notice, pp. 351 ff., cannot be taken seriously, as a comparison with Griffith's summaries and the translations here given will show.

4. Cf. lines 8 and 11, and the notes thereto.

5. In lines 4 and 13 Udjahor called the lands "my lands," and the third which he was to take as ground-rental (lines 6-9) was not to be taken "in the name of," that is, "for" Rery.

6. Note that the determinative Δ of nby (lines 14 and 15) and gwy (line 16) was written by our scribe, Δ, as we would expect 9 to be written.

7. Revillout, Corpus, No. 11/5, Pl. XII.

8. Ibid., No. 12/5, Pl. XIII.

9. For hw.ty see lines 14 and 16 of this document; Doc. III/9, Pl. III; and Doc. VI/7, Revillout, Corpus, No. 15, Pl. XVI. For h3.ty see the early

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writings in Griffith, Rylands, III, 375.

10. Cf., for example, the later writings in Griffith, Rylands, III, 375.

11. The only exceptions to my knowledge are: Ostrakon Strassburg 286 cited by Sethe, Bürgschaftsurk., p. 180, and BM 10230/8, Reich, Pap. jur. Inhalts, Pl. XV, but the latter instance must be discounted because the scribe wrote the t in line 6 of ibid., Pl. XVI, Recto 3, and because of his generally deplorable writing.

To the examples cited by Sethe, Bürgschaftsurk., pp. 179 ff., with the t, may be added: Loeb 52/3, Spiegelberg, Dem. Pap. Loeb, Pl. XXIX; the instances indicated in Thompson, Family Archive, p. 114, No. 209; 𐤏𐤋 in BM 10560/12, from a photograph in Spiegelberg's, now Edgerton's, files; Ostrakon demotic Cairo 51233, cited by Spiegelberg, Demotica II ("Sitzungsberichte der bayerischen Akademie . . .," Jahrg. 1928, 2. Abh., [München, 1928]), p. 53. The example referred to by Sethe, Bürgschaftsurk., p. 179, §53, as "Rev. eg. 3, pl. 4 (zu p. 131)" = BM 10230/6 cited in the first paragraph of this footnote. Sethe's example "Rev. eg. 3, pl. 3 (zu p. 130)" I can correct from a photograph in Spiegelberg's, now Edgerton's, files (Turin 21/15) to 𐤏𐤋𐤏𐤏, hw 'hw.ty.

12. H3.ty, "heart," was, of course, 𐤏𐤏𐤏 in Coptic as against 𐤏𐤏 for h3.t, "front," from which it derived.

13. Perhaps the insertion of the t in the four instances cited of the pronominal state indicated to the scribe the "displacement of the accent." Cf. A. H. Gardiner, Egyptian Grammar (Oxford, 1950), ed. 2, §78. A t was not commonly written with h3.ty before suffixes in Saite times. Cf., for example, 1st person sg. in Rylands 1, Griffith, Rylands, I, Pl. I; Rylands 6, ibid., Pl. XVII; Rylands 8/2, ibid., Pl. XIX. 2d sg. masc. in Rylands 1, ibid., Pl. VI. In Rylands 2, ibid., Pl. XIII, the t is written before the 2d person pl. suffix only in copy B.

14. To the Ptolemaic examples cited by Sethe, Bürgschaftsurk., pp. 179 ff., §53, may be added the Roman examples, also with plant determinative, Theban Ostraca D 49/2 and D 107/2, A. H. Gardiner, H. Thompson, and J. G. Milne, Theban Ostraca (London, 1913), Pl. XI.

15. Cf. further n. 54 below.

16. Spiegelberg, Receuil de travaux, XXXV (1913), 159 ff., Notes III and VIII.

17. Reich, Pap. jur. Inhalts, pp. 16 f. and 22 f.

18. Ibid., p. 17, Note II 2.

19. Erman-Grapow, Wörterbuch der ägyptischen Sprache, II, 115.

20. Spiegelberg, Dem. Pap. Loeb, Pl. XXIV.

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21. Revillout, Corpus, No. 15, Pl. XVI.
22. Carnarvon and Carter, Five Years' Explorations at Thebes, Pls. XXXV-XXXIX; Spiegelberg, Receuil de travaux, XXXV (1913), 150 ff.
23. Htp-ntr appears to have both meanings in Rylands 9, compare 7/10, "domain," with 9/13 and 11/4, "offerings," "income."
24. Revillout, Notice, No. 78, p. 375, and Contrats, p. 350.
25. In lines 3 and 11 it means "in the interest of," "on behalf of" Rery. In lines 8, 10, 11, and 12 it means "in return for," "by right of," or simply "for" land, domain tax, oxen and grain, and farm work.
26. Rylands, III, 23, No. 34.
27. BM 10591, Recto, V/4, Thompson, Family Archive, Pl. IV. The original statement lacks the dative (*ibid.*, Pl. IV/2).
28. Cf. Griffith, Rylands, III, 23, No. 34, "(the endowment? for his deceased? brother)."
29. Cf. Revillout, Les obligations en droit égyptien, p. 121, in contrast to his later belief that Rery was deceased, Revillout, Notice, p. 332.
30. Most often in the phrase pȝy.f or pȝy.w šmw, the suffix referring to the land, or in pȝ šmw n pȝ ȝh, et sim.
31. So also in the papyri Reinach 1 and 5 (cf. n. 19 to Doc. I). Tȝ md.t Pr-ȝ is also used in Fayum leases (cf. Sethe, Bürgschaftsurk., p. 176, §47[c]), but it is never applied to a definite number of artabas of grain as is pȝ šmw Pr-ȝ. For an example of pȝ šmw, "the rental," cf. Cairo 30614/4-8 cited above, pp. 32-33.
32. Nearly always šmw in this sense is preceded by a possessive pronoun, pȝy.f or pȝy.w, referring to the land. Cf. Sethe, Bürgschaftsurk., p. 176, §47(b). Of course, šmw may also mean "crop," "the summer season," and "harvest period," in other contexts, but that is another matter.
33. For an example see pȝ šmw Pr-ȝ in the Siut lease, BM 10595/15, Thompson, Family Archive, Pl. XXIX.
34. Cf. Sethe, Bürgschaftsurk., p. 180, §53; however, it will be shown below that šmw and hw 'hw.ty in Upper Egyptian leases were mutually exclusive terms. Cf., also, Thompson, Family Archive, p. 114, No. 209.
35. Illustrative of this is BM 10597, Thompson, Family Archive, Pl. XXIX. In line 8 the lessee is to pay the šmw to Pharaoh, and in lines 9 ff. he is to give the lessor the hw 'hw.ty.
36. Reich, Pap. jur. Inhalts, Pl. XVI.
37. There appear to me to be suggestive traces of what is restored. Apparently the preceding blank space never had anything in it.
38. The unread group occurs three times in line 6, once in line 7, and once

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in line 8 of the contract, each time within a common lease clause where in other leases nothing appears. I cannot suggest what it represents, but I judge that it does not affect the meaning in any case.

39. Reich, Pap. jur. Inhalts, Pls. XV-XVI, Recto 1-2.

40. Cf. Doc. III, §aa.

41. Spiegelberg, Dem. Pap. Kairo, Pl. L. This is the lower part of a Gebelên lease of which Cairo 31012 (ibid., Pl. LXXV) is the upper. On the passage see Sethe, Bürgschaftsurk., p. 179, §53.

42. Griffith, Rylands, I, Pl. LXXXIII. In n. 47 to Doc. III I have indicated my doubt, based partly on the distinctly Upper Egyptian use of p3 šmw p3 hw 'hw.ty for "the harvest-tax and the rental," that this papyrus is Fayumic in origin as Griffith guessed (ibid., III, 166).

43. Cf. p. 33.

44. T3 md.t Pr-3 perhaps refers to or includes other state dues besides the grain tax. Another tax is mentioned in lines 12 and 13 which the lessee is also to pay. In line 3, p3 hw 'hw.ty n n3 šh.w nty hry n p3 šmw h3.t-sp 23 r-r.k should be translated "the surplus of farmer of the lands aforesaid for the harvest (or 'crop') of year 23 to you," not "... als die Ernte (Pachtzins) des Jahres 23 zu deinen Lasten" as Sethe, Bürgschaftsurk., p. 180. Hw 'hw.ty itself means "Pachtzins." R-r.k undoubtedly completes the idea of mtw.k ip, "you are to reckon," lost in line 2.

45. Sethe, Bürgschaftsurk., No. 9, pp. 159 ff., and Pls. XV ff. For a photograph of the lease see Erichsen, Demotische Lesestücke, II, Heft 1, p. 156.

46. Sethe, op. cit., p. 175, §47.

47. Ibid., p. 177, §48. "The grain" could not refer to the seed grain which the lessees were to supply according to line 11. That was simply to be sown, not to be given to the lessor.

48. Cairo 31012 - 30683. The lessor's titles and name (Nht.f in Cairo 31012/3, N3-nht.f in Heidelberg 723/7; but cf. Griffith, Rylands, III, 273, n. 4), his father's name, the south boundary of the land, and three items of the produce rental in the Cairo fragments correspond with those in Heidelberg 723. Cf. Sethe, Bürgschaftsurk., p. 187, §60.

49. Whether he should have changed r-hr.n and mtw.n in line 14 correspondingly, it is impossible to say.

50. A glance at the photograph shows that hnw, extending as it does beyond the normal end of line 13, is part of the insertion.

51. Undoubtedly the scribe was, by this time, thinking in terms of the order in which he would have taken up matters if he had begun with knowledge that the lessor was to pay the harvest-tax. That would have been the normal order of

NOTES TO DOCUMENT V

events, first the paying of the rental and tax to the lessor, and then the lessor's payment of the tax, illustrated by BM 10230/6 ff. (Reich, Pap. jur. Inhalts, Pls. XV-XVI). The order of stipulations, on the basis of which he originally wrote his text, is just that of BM 10597/8 ff. (Thompson, Family Archive, Pl. XXIX).

52. Cf. Sethe, Bürgschaftsurk., pp. 181 f., and Spiegelberg, Demotica II, pp. 52 f.

53. Strangely enough there appears to be no demotic word or phrase meaning "landowner," except nb 3h, "lord of land," which was seldom used and which seems rather certainly to have been the equivalent of κἀτοικος. Cf. Sethe, Bürgschaftsurk., p. 130, §4, and Spiegelberg, Dem. Pap. Loeb, Col. 84 (5).

54. Wy^c does not appear once instead of 'hw.ty in the phrase under discussion.

The translation of wy^c and 'hw.ty with "agriculture," "tillage" (Griffith, Rylands, III, 340, and Thompson, Family Archive, p. 94, No. 69; p. 114, No. 209), is apt enough in such phrases as stb3.t nb.t wy^c (or 'hw.ty), "every implement of 'agriculture,'" wp.t nb.t wy^c (or 'hw.ty), "all 'farm' work," and even in hw 'hw.ty, "surplus of 'tillage' "; but one must still insist that both words mean actually "farmer," "cultivator." There is no reason to believe that the words meant anything different in the stereotyped phrases than they did when used as occupational titles. 'hw.ty originally meant "cultivator" (Erman-Grapow, Wörterbuch der ägyptischen Sprache, I, 214); it still meant that in Amasis' reign (cf. lines 4 and 12 of this lease, and Rylands 5/1) and in the early Ptolemaic period (Spiegelberg, Die sogenannte demotische Chronik, p. 99, No. 350, and Pl. V/8). Wy^c was often used as an occupational title in Ptolemaic times (cf. p. 46 and references there). Coptic ΟΥΟΙΕ means "husbandman," "cultivator" (Crum, A Coptic Dictionary, p. 473).

In the few instances in which the plant determinative appears after hw 'hw.ty (cf. Doc. V, §g), it seems most probable to me that the determinative belongs to the unvarying compound as a whole, deriving from the produce it connoted, rather than to 'hw.ty alone, which is never found so determined outside of this particular phrase.

55. Cf. B. P. Grenfell, A. S. Hunt, and J. G. Smyly, The Tebtunis Papyri, I ("University of California Publications. Graeco-Roman Archaeology," Vol. I [London, 1902]), p. 113, to lines 65-66; p. 462, to line 24.

56. Cf. Doc. V, §§w and x.

57. In contrast to the Greek leases, where customarily the lessor was to pay the taxes. Cf. Sethe, Bürgschaftsurk., p. 175, §47.

58. Cf. Sethe, Bürgschaftsurk., p. 180, §53(a).

59. Cf. Doc. II, §l.

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60. Cf. Doc. V, §§f and n.
61. Perhaps Doc. VI was made previous to this one, both parties had mustered all their oxen for that land, and Petemont had exhausted his supply of grain for seeding it; hence it was necessary to borrow both for this land.
62. In the Greek papyri the seed grain was usually considered to be one artaba to the aroura. Cf. Rostowzew, Studien zur Geschichte des römischen Kolonates, p. 52, and Waszynski, Die Bodenpacht, p. 79.
63. Spiegelberg, Demotische Grammatik, §469 (a).
64. Rylands 9:16/10, Griffith, Rylands, III, 100.
65. Erman, Neuaegyptische Grammatik (ed. 2), §609, Anm.
66. Cf. p. 38.
67. Revillout, Corpus, No. 15, Pl. XVI. In Doc. III/8-9 it appears as p³nby n 'hw.ty without the unread word.
68. Bürgschaftsurk., pp. 172 ff., §44.
69. The horizontal stroke is a line filler, for which cf., also, the ends of lines 4, 5, and 6.
70. Revillout, Corpus, No. 15, Pl. XVI.
71. Bürgschaftsurk., p. 172. Add to the copied examples the one on which the commentary bears, Heidelberg 723/12-13, ibid., Pl. XVIII. There are no other examples known to me.
72. Bürgschaftsurk., p. 173, §43 (a).
73. Spiegelberg, Pap. Th. Reinach, p. 176, line 13 in the transliteration.
74. Griffith, Rylands, III, 216, n. 4; 229, n. 9; 393.
75. The fact that Sethe passed over this word would have had no significance in itself if the word had been a mere associative link leading him to the word he needed, but it appears that he believed šb.t to belong, radically if not paleographically, to the same group as the word he was investigating.
76. Bürgschaftsurk., p. 173, §43 (a), "tatsächlich genau dieselbe Gruppe."
77. Spiegelberg, Dem. Pap. Berlin, Pl. XXXVII.
78. Sethe, Bürgschaftsurk., p. 173, implied that he thought šb.t related paleographically to the word in the leases and to the title. Spiegelberg, Dem. Pap. Loeb, Col. 38, (19), appears to have believed that the words were so related.
79. Revillout, Corpus, No. 20, Pl. XXI. The name of the king was not written. Cf. Griffith, Rylands, III, 23, No. 37. I owe this reference to Spiegelberg's MS demotic dictionary.
80. Ibid., 393.
81. Spiegelberg, Die sogenannte demotische Chronik, p. 81, No. 245.
82. Spiegelberg, Der demotische Text der Priesterdekrete von Kanopus

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und Memphis (Rosettana) (Heidelberg, 1922), p. 190, No. 340.

83. Cairo 30630/9, Spiegelberg, Dem. Pap. Kairo, Pl. XLII.

84. Möller, Die beiden Totenpapyrus Rhind des Museums zu Edinburg ("Demotische Studien," Heft 6 [Leipzig, 1913]), p. 8*, No. 46.

85. F. Lexa, Papyrus Insinger, II (Paris, 1926), Part III, Vocabulaire, p. 113, No. 478.

86. Spiegelberg, Der ägyptische Mythos vom Sonnenauge (Strassburg, 1917), p. 262, No. 759.

87. Cf. Spiegelberg, Kanopus und Memphis (Rosettana), p. 190, No. 339; Spiegelberg, Mythos vom Sonnenauge, p. 262, No. 758.

88. Griffith, Rylands, III, 254, n. 6. Griffith was wrong in reading the $\frac{1}{2}$ of Strassburg 5/4 (Spiegelberg, Dem. Pap. Strassburg, Pl. I) as $\check{s}p$. It is hw , "excess," "profit," with a determinative, as in Loeb 47/5 (Spiegelberg, Dem. Pap. Loeb, Pl. XXVI). "The compensation for" would be $t\check{s} \check{s}b.t \ n$, not $p\check{s} \check{s}p \ n$.

89. Berlin 3078/3, 5, Spiegelberg, Dem. Pap. Berlin, Pl. II.

90. Lonsdorfer 1/2, 4, H. Junker, Papyrus Lonsdorfer I ("Sitzungsberichte der Akademie der Wissenschaften in Wien, phil.-hist. Klasse," CXCVII, 2. Abh. [Wien, 1921]). Junker was wrong (*ibid.*, pp. 9, 12, and 22) in his belief that the word was written with the $\check{s}sp$ sign.

91. Hauswaldt 4/1, Spiegelberg, Dem. Pap. Hauswaldt, Pl. IX. I owe this reference as well as those in the preceding notes, 89 and 90, to Spiegelberg's MS demotic dictionary.

92. Griffith, Rylands, I, Pl. XXI. For later writings, cf. $\check{S}p-Mn$, *ibid.*, III, 459.

93. Studies Presented to F. Ll. Griffith, p. 54, n. 1.

94. Griffith, Rylands, III, 393. Obviously he should not have transcribed the element in the names on p. 459 differently.

95. Published without facsimile in Spiegelberg, Demotische Papyri ("Veröffentlichungen aus den badischen Papyrus-Sammlungen," Heft 1 [Heidelberg, 1923]), pp. 41 ff. I have had the use of an excellent photograph from Spiegelberg's, now Edgerton's, files. The hand copy in Revillout, Revue égyptologique, II (1881), Pl. XLIX to p. 133, n. 2, is wholly misleading for the sign in question. I owe this reference to Spiegelberg's MS demotic dictionary.

96. Only the first sign or group concerns us here. The second is undoubtedly for $\check{p}\check{s}$, inasmuch as it appears in all Ptolemaic writings of the title.

97. Cf. pp. 60 f.

98. Spiegelberg, Dem. Pap. Kairo, Pl. II. The first example was copied by Sethe, Bürgschaftsurk., p. 173. The next two from the same document are, of course, in the same hand, but are recorded because of slight variations in

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the significant first sign or group.

99. Spiegelberg, Dem. Pap. Kairo, Pl. I.

100. Spiegelberg, Dem. Pap. Berlin, Pl. XXXVII.

101. Revillout, Chrestomathie démotique (Paris, 1880), p. 344, Col. 2; Revillout, Le procès d'Hermias, Fasc. 1 (Paris, 1882), p. 41. The discovery of this occurrence I owe to Spiegelberg's MS dictionary. This example and the next are in the same scribal hand. The copies are entirely Revillout's.

102. Revillout, Chrestomathie démotique, p. 352, Col. 2; Revillout, Le procès d'Hermias, p. 57.

103. Spiegelberg, Dem. Pap. Berlin, Pl. XLII. This is the second example cited in Sethe, Bürgschaftsurk., p. 173.

104. Griffith, Rylands, I, Pl. LXXIV. This and the next occurrence are in the same scribe's hand. In both cases the word is part of the same woman's name. The initial element of the name and the determinative have here been omitted.

105. Ibid., Pl. LXXV.

106. W. F. Edgerton, Notes on Egyptian Marriage Chiefly in the Ptolemaic Period ("Oriental Institute of the University of Chicago, Studies in Ancient Oriental Civilization," Vol. I, Part I [Chicago, 1931]), p. 13. For other copies, cf. ibid., p. 10, n. 1.

107. So Spiegelberg, "Ein Vertrag über eine Probeehe," ÄZ, XLVI (1909), 112.

108. Griffith, "A Demotic Marriage Contract of the Earlier Ptolemaic Type," PSBA, XXXI (1909), 51 f.

109. I.e., μεταβόλον, in context, Pap. Casati = Pap. Paris 5, Col. 5/2, Wilcken, Urkunden der Ptolemäerzeit, II, No. 180a, p. 151, and p. 169, note to Col. 5/2. Wilcken's certain reading of the last two letters supersedes all earlier readings and restorations.

110. Dem. Pap. Berlin, p. 17, Party A of No. 3145.

111. Dem. Pap. Kairo, p. 1 of Text, Party A.




112. Griffith, "Additional Notes on the Papyrus Dodgson," PSBA, XXXI (1909), 291, n. 4.

113. Sethe's dependence on Griffith is proven by Sethe, "Ein ägyptischer Vertrag über den Abschluss einer Ehe auf Zeit," Nachrichten der Gesellschaft der Wissenschaften zu Göttingen, Phil.-hist. Kl., 1918 (Berlin, 1918), p. 296, (11), where the two examples, reading and translation (all as in Bürgschaftsurk., p. 173), were certainly derived from Griffith through Spiegelberg, ÄZ, XLVI (1909), 115, (9).

Thompson, Theban Ostraca, pp. 23 f., n. 3, seems alone in not having been

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misled by Griffith's "money-changer." Note the translations previous to Griffith's: H. Brugsch, Hieroglyphisch-Demotisches Wörterbuch, IV (Leipzig, 1868), 1335, "Hökerin, Kleinhändlerin" (for the feminine of Berlin 3116A, Col. 3/13, identically the translation in Wilcken, Urkunden der Ptolemäerzeit, II, 169); Revillout, Le procès d'Hermias, p. 43, "commerçant," p. 58, "marchand." It will have been noticed that even Spiegelberg (in ÄZ, XLVI [1909], 115) immediately capitulated to Griffith, abandoning his earlier, more correct translations and his earlier reading st (in Dem. Pap. Kairo, p. 1), which he took from Brugsch, loc. cit.


114. Griffith, PSBA, XXXI (1909), 52, actually did not mention or imply any relationship of the word to šb.t paleographically. Sethe, Bürgschaftsurk., p. 173, does imply just that. I can scarcely understand how Spiegelberg, when confronted with the word  in Loeb 11/29 (Spiegelberg, Dem. Pap. Loeb, Pl. IX), properly read it šb and associated it with šb.t, "compensation," for the transcription of which he had previously suggested (ω)... (Kanopus und Memphis [Rosettana], p. 190, No. 339), and at the same time apparently identified the word with the word in the leases (Dem. Pap. Loeb, p. 38 [19]), thus ultimately accepting the alphabetical  on which Sethe's reading of the word in the leases was based.







115. Cf. pp. 60 f.

116. On p. 62.

117. I.e., the five in Sethe, Bürgschaftsurk., p. 142, and the one in Heidelberg 723/12, ibid., Pl. XVIII.

118. It is more often so written in Late Ptolemaic and Roman texts, according to my observations, than in early Ptolemaic texts. Even in the late texts it is much more frequently , cf. Spiegelberg, Der Sagenkreis des Königs Petubastis ("Demotische Studien," Heft 3 [Leipzig, 1910]), pp. 58* ff., Nos. 399, 400, 411, 412.

119. The second writing, , under (1) would, in my estimation, be a fantastic writing of š at 231 B.C.

120. Contrast that scribe's writing of š in šp, "gift," in Berlin 3145/2 and 5 (Spiegelberg, Dem. Pap. Berlin, Pl. XXXVII) with the alleged š in the title. His writing  shows how  became , , but his right angles are clearly  as against  in the title.

121. It seems a reasonable and necessary assumption that the apparent b in writings (1) and (4) is accidental, not normal.

122. Cf. p. 59.

123. Cf. p. 61.

124. Spiegelberg, Dem. Pap. Hauswaldt, Pl. XXII.

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125. Revillout, Corpus, No. 25, Pl. XXV, line 9.
126. Spiegelberg, "Demotische Miscellen," Receuil de travaux, XXVIII (1906), 203 ff. Perhaps the word in this Saite text, with its "evil" determinative, would indicate only the idea "less," and be equivalent to just the hm n hy of the Ptolemaic expression.
127. Revillout, Corpus, Pl. I, No. 2/3.
128. Bürgschaftsurk., p. 172, and Pl. XVIII, line 13.
129. Pl. III. In that lease only p3 nby was written.
130. Revillout, Corpus, No. 15, Pl. XVI.
131. Spiegelberg, Pap. Th. Reinach, Pl. XII and pp. 192 ff.
132. With wd3 r nby nb compare *καθαρὰν ἀπὸ πᾶσι[ης βλάβη]ς*, relative to the condition in which a leased house was to be returned to the owner, in Tebtunis 372/18-19, B. P. Grenfell, A. S. Hunt, and E. J. Goodspeed, The Tebtunis Papyri, II ("University of California Publications, Graeco-Roman Archaeology," Vol. II [London, 1907]), pp. 209 ff. Doubtless there are other instances of the Greek phrase which are not at my hand.
133. Spiegelberg, Dem. Pap. Kairo, Pl. IX and pp. 15 ff. I owe this reference to Spiegelberg's MS demotic dictionary.
134. So Sethe, Bürgschaftsurk., p. 174, §44 (b).
135. Cf. ibid., p. 172, n. 1, which opposes Spiegelberg, Pap. Th. Reinach, p. 184, 17.
136. Ibid., pp. 171 f., §43.
137. Ibid., pp. 172 f., §44.
138. Spiegelberg, Pap. Th. Reinach, Pl. X and pp. 175 ff.
139. That is, the form in the lease under discussion and Doc. III/8-9, as against Doc. VI/7-8.
140. Spiegelberg's, and Sethe's (Bürgschaftsurk., p. 172, §44), reading wš, "to lose" (?), does not look very likely to me nor does it fit the context too well.
141. Reich, Pap. jur. Inhalts, Pls. XV-XVI.
142. On this unread group see n. 38 above.
143. This is true in BM 10230/6, just cited; Berlin 3102/13-15, Spiegelberg, Dem. Pap. Berlin, Pl. XXX; Strassburg 9/11-12, Spiegelberg, Dem. Pap. Strassburg, Pl. VII; Heidelberg 723/10-13, Sethe, Bürgschaftsurk., Pls. XVII-XVIII; Rylands 26/13-15, Griffith, Rylands, I, Pl. LXXIII; Turin 21/10-12, Revillout, Revue égyptologique, III (1883), Pl. III to p. 130, and see n. 15 to Doc. I.
- In Reinach 1/9-14 (Spiegelberg, Pap. Th. Reinach, Pl. X) alone are the two stipulations separated.
144. Tebtunis 377/22-23 and Tebtunis 378/22-23, Grenfell, Hunt, and Good-

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speed, The Tebtunis Papyri, II, 220 ff.

145. Cf. Tebtunis 377/30-32 and Tebtunis 378/26-27, ibid., pp. 220 ff. Note also the detailed itemization of the "annual operations" in Tebtunis 378/18 ff.

146. In Tebtunis 378/11 ff., the previous lessee had left the land in a bad condition and had been necessitated to give the lessor compensation. The lessor turned over the money to the next lessee for restoring the land, and he in turn was bound to return the same sum if he too delivered up the land in bad condition (lines 28-29). So also in Tebtunis 105/45 (Grenfell, Hunt, and Smyly, The Tebtunis Papyri, I, 457), the lessee could be assessed a money fine for failing to deliver the land in a clean condition.

147. Rylands, III, 226, n. 19. To the first singular and third plural occurrences should be added the first plural example of Rylands 9:13/19 noted in Spiegelberg, Demotische Grammatik, §163.

148. Cf. the rather unavoidable meaning "excess," "balance," for ʕ suggested by Griffith, Rylands, III, 231, n. 7, and 333. ʕ p nk probably has no "technical meaning" of "excess," "balance," as a phrase, but means "balance of the property" as Griffith translated it in Rylands 9:20/20 (ibid., p. 105).

149. Revillout, Corpus, No. 15, Pl. XVI.

150. Cf. Sethe, Bürgschaftsurk., p. 198, §78(d).

NOTES TO DOCUMENT VI

1. Facsimile in Revillout, Corpus, No. 15, Pl. XVI. Also published in Revillout, Notice, No. 79, p. 376; Contrats, No. 42, pp. 356 ff. Cf. Griffith, Rylands, III, 23, No. 35.

2. See, however, the emphatic clause in the Saite contract, Revillout, Corpus, No. 8/5, Pl. IX, ī īnk p̄y.k šry ʿn hnʿ n̄y(y) hrd.w šʕ d.t, "where-as I am your child still together with my children forever." Contrast with it the same sort of clause in the same context in Rylands 5/6 (Griffith, Rylands, I, Pl. XVI): īw(y) mtw.k n p̄y.k b̄k ʿn šʕ d.t, "I being yours as slave still forever." Similarly Revillout, Corpus, No. 7, Pl. VIII, verso, line 2.

3. Erman, Neuaegyptische Grammatik (ed. 2), §520 and §700 Anm. Note also the exceptional uses of īw, especially before the independent pronouns when the statements seem to be made with "some detachment or emphasis" (Gardiner, Egyptian Grammar [ed. 2], §468: 3).

4. I.e., Doc. V. Cf. Doc. V, §q.

5. Cf. the writings in Griffith, Rylands, III, 390.

6. Cf. Sethe, Bürgschaftsurk., p. 198, §78(b).

7. Spiegelberg, Dem. Pap. Loeb, Pl. XXV. The īw.n d̄.t [n.k] hd 2, etc., "we are to give [to you] 2 (deben of) silver, etc.," is not an independent sentence

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as Spiegelberg took it (*ibid.*, Col. 77), but the apodosis specifying penalty in case of withdrawal by the lessors. If the fragment reproduced in Col. 77 belongs to the papyrus, the st3.tn (r) tm of its last line could well be part of line 4 of the papyrus and hence part of the protasis, but in that case we should have to consider st3.tn an error for st3.n.

8. Cf. Griffith, Rylands, III, 59, n. 5.

9. Reich, Pap. jur. Inhalts, Pl. I. There is also a photograph of the papyrus in Revillout, "Deux contrats démotiques archaïques," Revue égyptologique, XIV (1912), 92 and Pl. III.

10. That is, thirty-six or thirty-seven years earlier than the lease under discussion.

11. Cf. pp. 34 f.

12. Contra such statements as that in Waszynski, Die Bodenpacht, p. 83, based on various statements by Revillout, that the lessor never drew up an ordinary lease and therefore never furnished any guarantee. For a Ptolemaic instance of a guarantee of usufruct fortified by a penalty in an ordinary lease drawn up by the lessee, see BM 10597/15-16 (Thompson, Family Archive, Pl. XXIX).

NOTES TO DOCUMENT VII

1. Facsimile in Revillout, Corpus, No. 9, Pl. X. Also published in Revillout, Notice, No. 80, pp. 376 f.; Contrats, No. 43, pp. 364 ff. Cf. Griffith, Rylands, III, 23, No. 36, and Reich, Pap. jur. Inhalts, p. 23.

2. Erman-Grapow, Wörterbuch der aegyptischen Sprache, I, 434.

3. Crum, A Coptic Dictionary, p. 52.

4. Professor Wilson calls my attention to the fact that the b1.ty is mentioned in the midst of those having to do with agriculture in the Nauri decree, line 39: Griffith, "The Abydos Decree of Seti I at Nauri," JEA, XIII (1927), 201 and Pl. XLI; Edgerton, "The Nauri Decree of Seti I," JNES, VI (1947), 222 (I.A.10).

5. Revillout, Corpus, No. 10, Pl. XI.

6. Cf. the many occurrences of t3 is.t in such sales of necropolis possessions and incomes as Berlin 3112 (Spiegelberg, Dem. Pap. Berlin, Pls. XI-XII). It is not clear to me, however, what the distinctions are between p3 m3c, t3 is.t, and t3 h.t, all in the necropolis, in Berlin 3112.

In the Persian lease, Loeb 45/2 (Spiegelberg, Dem. Pap. Loeb, Pl. XXV), t3 is.t in the description of the land, nty t3 ky rs t3 is.t Hr-s3-'Is.t, "which is in the southern highland (of) the place of Harsiesis," can scarcely refer to a burial place.

NOTES TO DOCUMENT VII AND SUMMARY

7. Cf. Doc. IV, §f.
8. Cf. Griffith, Rylands, III, 47, n. 5. Such a place was also in the temple precincts not in an area of farm land.
9. Erman-Grapow, Wörterbuch der aegyptischen Sprache, V, 465.
10. Crum, A Coptic Dictionary, p. 418.
11. Lexa, Das demotische Totenbuch der Pariser Nationalbibliothek ("Demotische Studien," Heft 4 [Leipzig, 1910]), Pl. I.
12. Spiegelberg, Dem. Pap. Loeb, Pl. I.
13. In Roman texts the determinative is commonly applied to words for "earth," "ground," and related words. Cf. Spiegelberg, Der Sagenkreis des Königs Petubastis, p. 100*, No. 60.
14. Cf. d̥r.t in Erman-Grapow, Wörterbuch der aegyptischen Sprache, V, 526, and its Bohairic descendant ⲉⲗⲏ, in Spiegelberg, Koptisches Handwörterbuch (Heidelberg, 1921), p. 286, and ⲟⲩⲟⲟⲩⲉ< wh̥.t (ibid., p. 175) is also feminine. Edgerton points out that the word in our lease may not be directly related to d̥r.t>ⲉⲗⲏ, unless possibly we have to do with a difference of dialect, because there appears to be no case in which d̥>Bohairic ⲉ is known to be represented by demotic t. Note also that W. F. Albright, The Vocalization of the Egyptian Syllabic Orthography ("American Oriental Series," Vol. V [New Haven, 1934]), p. 50: X, C, 20, supposes ⲉⲗⲏ to derive from a diminutive *d̥rr and not directly from d̥r.t.
15. I.e., ⲙⲉⲛⲉ ⲉ-, "remain over from," Crum, A Coptic Dictionary, p. 351.
16. So Griffith, Rylands, III, 23, No. 36.
17. Corpus, Fasc. 2, p. 24, n. 2.

NOTES TO SUMMARY

1. Girgis Mattha, Demotic Ostraka ("Publications de la Société Fouad I de Papyrologie: Textes et Documents," Vol. VI [Cairo, 1945]) came to my hand after the work on the above documents was finished. Mattha's statement (p. 198, note to line 5 of No. 274) that "all contracts of this kind," i.e., leases, were made in September and October places the limits too narrowly. His deduction that the leases were not made until the height of the inundation because its height determined the amount of the rent would appear likely in general but cannot be said to apply in every case.
2. Cf. p. 38.
3. For an instance of šmw, "rent," cf. Doc. V, §n, and for dny.t nb šh.w, "landowner's-share," cf. Doc. VI, §i.
4. This does not mean that šmw may not mean "crop," "summer season,"

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"harvest period," etc., in other contexts.

5. Mattha, *op. cit.*, p. 54, Sec. (40), seems to me to furnish further instances from Thebes in Roman times of exactly this meaning of hw 'hw.ty. However, I cannot see any evidence for the conclusions Mattha draws. There is no evidence from his ostraca or the Ptolemaic leases that when the landholder received the hw 'hw.ty he received only his share in it, but that a part went to the lessee. The hw 'hw.ty is always and only spoken of as being given to the lessor; nor is there ever a hint of his receiving only "his share in it and not the whole of it." Besides, the hw 'hw.ty is frequently fixed in the leases (e.g., BM 10597/9 ff., Berlin 3102/17 f.) as a definite number of artabas of grain per aroura of land. There is no evidence for equating hw 'hw.ty and ἐπιγένημα as we should wish (cf. p. 57 above), unless it be in the difficult text Loeb 52/3-4, where it appears that a man who was a lessee ceded his hw 'hw.ty to his creditor brother but excepted "the rent of the landowner" (n3 šmw p3 nb 3h). It seems likely to me that this text comes from Tehne or the Fayum because of the use of šmw to mean "rent" (cf. p. 56 above) and the appearance in line 2 of p3 rd h3t-sp 14, "the crop of year 14" (cf. n. 19 to Doc. I). If it is from either place, it shows the only instance of the term hw 'hw.ty in a document from those areas and used in a sense not met in the leases from Upper Egypt.

Mattha (p. 61, Sec. [56]) also presents further evidence of šmw as "state taxes" in Upper Egyptian usage. I would only insist that in the two instances he cites from the ostraca of šmw meaning "private rent," the word means precisely "taxes." The second instance (Ostrakon No. 131) states that the landholder has received taxes (šmw) and private rent (hw 'hw.ty) and will clear the land for his lessee of the claims of "Pharaoh and the god," i.e., pay state and temple taxes (cf. Doc. III, §aa).

6. BM 10591 in Thompson, *Family Archive*. Cf. my pp. 24 ff.

7. Revillout attributed the principle to legislation by Bocchoris (718-712 B.C.). On the matter cf. also Griffith, *Rylands*, III, p. 10, and Seidl, *Einführung in die ägyptische Rechtsgeschichte*, pp. 60 ff.

8. This is true at least through Ptolemaic times. Mattha, *op. cit.*, p. 196, No. 273, apparently of Roman date, is it seems just such an offer by the lessor accepted by the lessee. Considerable doubt clings to the reading of the first words of the contract in line 2. My šn.k n.k p3y.w (? for p3y.y?) wn n 3h (as read by Mattha in his note but not in his transliteration of the document) would seem unavoidably to mean, "May you lease to yourself their (? for 'my' ?) portion of land." Šn meaning "to take on lease" would be unparalleled elsewhere in demotic to my knowledge. Perhaps it is necessary to emend the text to my

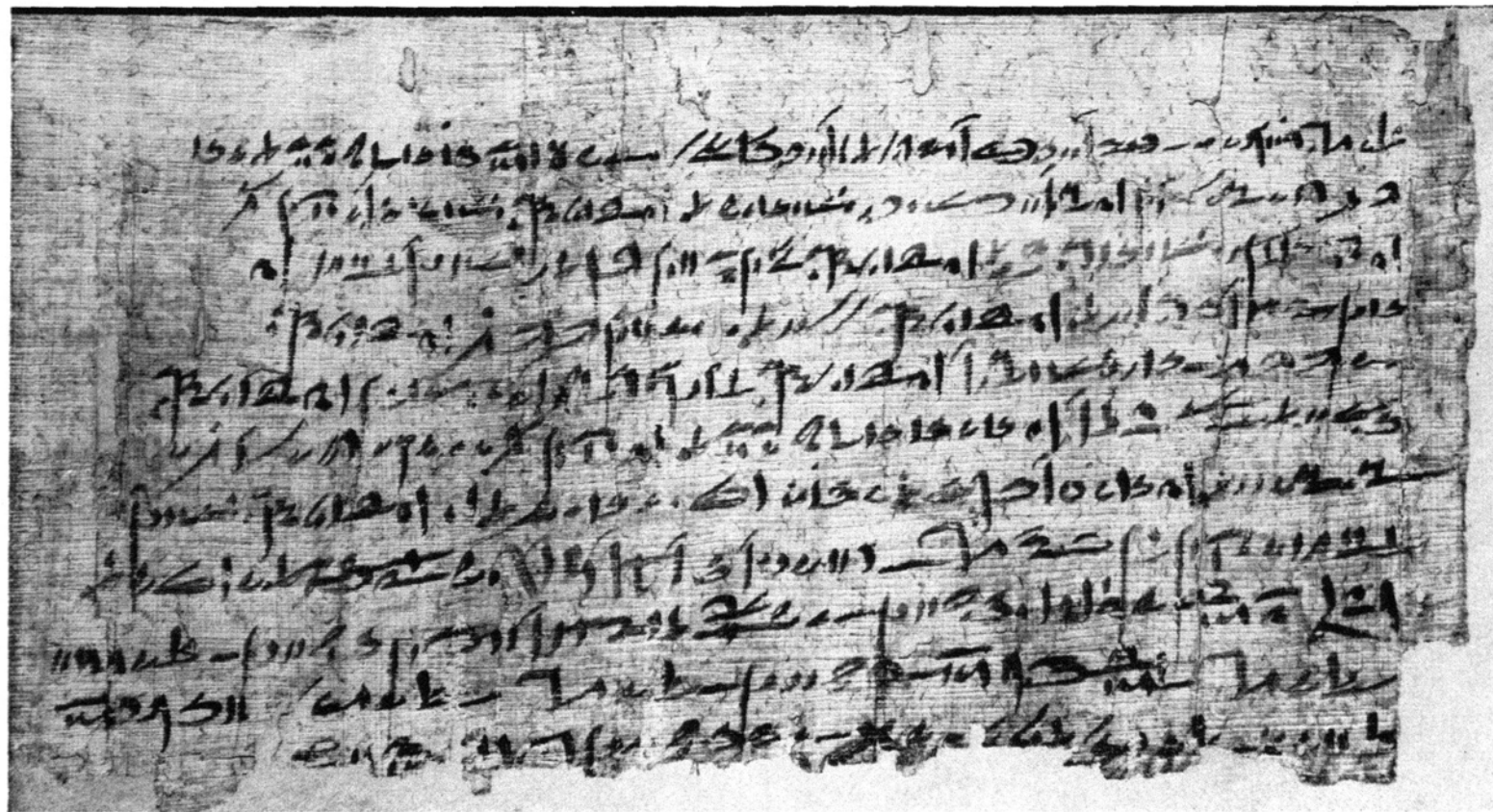
NOTES TO SUMMARY

sh.n.y n.k. "May I lease to you." In any case, at the moment the facts of an offer and an acceptance appear to me inescapable.

9. Reinach 5. Cf. p. 23.
10. BM 10560 (unpublished). Cf. pp. 25 ff.
11. Cf. Seidl, Demotische Urkundenlehre, p. 6, n. 4.

PLATES

PLATE I



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