

STUDIES IN ANCIENT ORIENTAL CIVILIZATION

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**NOTES ON  
EGYPTIAN MARRIAGE  
CHIEFLY IN  
THE PTOLEMAIC PERIOD**

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STUDIES IN ANCIENT ORIENTAL CIVILIZATION, VOLUME I, PART I

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NOTES ON  
EGYPTIAN MARRIAGE  
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By  
WILLIAM F. EDGERTON



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## FOREWORD

I began work on these notes in Spiegelberg's home, a few weeks before his death, and profited not only by a series of stimulating discussions with him but also by the unrestricted use of his lexicographic collections, which he granted me with his characteristic generosity. I have tried to indicate my obligations to him in detail in the appropriate places; but the full extent of the debt cannot be made clear in that way and can be felt, perhaps, only by those students of demotic who themselves have drawn on his vast knowledge and keen critical faculties.

WILLIAM F. EDGERTON

UNIVERSITY OF CHICAGO  
June 15, 1931



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## ABBREVIATIONS

- BGU* Berlin. Staatliche Museen. *Aegyptische Urkunden . . . . Griechische Urkunden . . . .* (Berlin, 1895—)
- JEA* *Journal of Egyptian Archaeology* (London, 1914—)
- RE* *Revue égyptologique* (Paris, 1880–1924)
- UPZ* Wilcken, Ulrich. *Urkunden der Ptolemäerzeit . . . .* (Berlin and Leipzig, 1922—)
- VBPS* *Veröffentlichungen aus den badischen Papyrus-Sammlungen* (Heidelberg, 1923—)
- ZAS* *Zeitschrift für ägyptische Sprache und Altertumskunde* (Leipzig, 1863—)

## SYMBOLS

- [ ] Lost
- [ † ] Uncertain
- ( ) Added by modern writer
- < > Emended by modern writer to correct ancient omission or probable error
- \* Reconstructed but not actually found
- \_\_\_\_\_ (Underscore used under Greek letters) Letter imperfectly preserved

## I

WHAT CONSTITUTED A MARRIAGE  
IN EGYPTIAN LAW?<sup>1</sup>

It was long held that the demotic documents called "marriage settlements" had the legal effect of bringing the marital relation into existence. It seems to me that this idea was conclusively refuted by Junker.<sup>2</sup> Junker's view has been accepted, and reinforced with further evidence, by Boak;<sup>3</sup> but more recently it has been called in question by Seidl.<sup>4</sup> I do not feel that papyrologists generally have appreciated either the strength or the significance of Junker's position. The following pages are intended partly to support his argument and partly to show how certain classes of documents must be reinterpreted in the light of his results.

I begin with a very brief summary of his argument.

1. Except for the one introductory sentence, "I have made thee wife" (or, when the wife speaks, "Thou hast made me wife"), the marriage settlements are concerned exclusively with property rights. The human, as distinguished from the economic, relations of the couple to one another are nowhere touched upon.

The introductory statement that the man has made the woman his wife is natural in a purely economic contract between the two, since it explains the basis of the very special economic relations which exist

<sup>1</sup> V. Arangio-Ruiz, *Personae e famiglia nel diritto dei papiri* (Milan, 1930), is known to me only through *JEA*, XVII (1931), 135-36, which reached me after these notes were in type.

<sup>2</sup> "Papyrus Lonsdorfer I," *Sitzungsberichte der Akademie der Wissenschaften in Wien, Phil.-hist. Kl.*, CXCVII (1921), 2. Abh., 31-47.

<sup>3</sup> "Alimentary Contracts from Tebtunis," *JEA*, XII (1926), 100-109.

<sup>4</sup> *Kritische Vierteljahresschrift für Gesetzgebung und Rechtswissenschaft*, LX (=3. Folge, Bd. XXIV [1930]), 66-67, in his valuable "Sammelbericht. Übersetzungen und Abhandlungen zum vorptolemäischen Rechte Ägyptens (1903-1929)," *ibid.*, pp. 37-73. Dr. Seidl, to whose courtesy I am indebted for my knowledge of this report, writes me that he hopes to publish the second part perhaps in September, 1931. The need for such a work will be apparent to all Egyptologists.

between them. Nevertheless, in one example (Pap. Brit. Mus. 10120 A),<sup>1</sup> even this introductory reference to the fact of marriage is omitted. Junker shows conclusively that this document is a marriage settlement and draws two equally certain inferences: first, that the statement "I have made thee wife" was not essential to a marriage settlement; second, that the marriage settlements therefore were not intended to bring the marriage relation into existence, nor even primarily to testify to its existence, but merely to fix the respective property rights of the parties and their children.

2. The marriage settlement *Corpus pap. aeg.* No. 19<sup>2</sup> contains at the end the following statement: "I will execute this wife-document (*dm̄ n hm̄t*) 'on<sup>1</sup> (or 'of<sup>1</sup>) the 5th of Epiphi in year 22 of King Amasis, in place of that wife-document (*dm̄ n hm̄t*) which I executed in year 15 of King Amasis, concerning which I said, 'It is void.' "

Thus, if the marriage settlement had the effect of bringing the marriage relation into existence, we must suppose that this couple married each other twice in seven years, and it is not suggested that they had been divorced in the meantime; the two documents are called by the same name, and in each case the wife is referred to as *hm̄t*—one of the supposed marks of "full marriage" as distinguished from "loose marriage."<sup>3</sup> Yet the later document, which alone is preserved, shares with all other Egyptian marriage settlements the peculiarity that it deals exclusively with property rights and makes no reference to human rights. The real explanation is simple enough: Children had been born during the seven years, and this fact had made a change in the property arrangements seem desirable. There is no reason to believe that the couple were "remarried."

3. Between 20 and 25 per cent of all known Egyptian marriage settlements, according to Möller's tabulation,<sup>4</sup> were made between couples who already had children. Are we to suppose that in this high percentage of cases the woman was not the man's wife until the contract was made, and that the children born before the contract

<sup>1</sup> Nathaniel Reich, *Papyri juristischen Inhalts* (Wien, 1914), pp. 25-38 and Pl. V.

<sup>2</sup> Möller, "Zwei ägyptische Eheverträge aus vorsaitischer Zeit," *Abhandlungen der preussischen Akademie der Wissenschaften, Philos.-hist. Kl.*, 1918, No. 3, Scheme I d.

<sup>3</sup> See below, p. 7.                      <sup>4</sup> *Op. cit.*, pp. 30-31.

were born out of wedlock? Such a supposition would be wholly gratuitous; there is nothing in the documents to suggest it.

Seidl acknowledges the purely economic tenor of the marriage settlements, but suggests that the conclusion of such a purely economic contract may have been precisely what constituted marriage in Egyptian law; and he appeals to the tale of Setna<sup>1</sup> in support of that suggestion. The argument from the tale of Setna seems to me unfortunately one-sided, for Seidl relies on the incident of Setna and Tabubue—a horrible nightmare, in which the procedure may well be as illegal as it certainly is immoral—and ignores the marriage of Ahure and Naneferkaptah, which (unlike that of Setna and Tabubue) is indisputably represented as a perfectly regular marriage, properly performed in every legal and social detail, though in this case there is no reference to any document!<sup>2</sup>

Now of course the absence of any reference to a document in connection with Ahure's marriage does not prove that no document was written on that occasion; but certainly the Setna story as a whole is a broken reed for anyone who seeks to prove that no marriage could be legal without a document. Tabubue—a mere creature of Setna's overwrought imagination, inspired by the magic art of Naneferkaptah—desires, first, to hurt Setna, and second, to get his property for herself and her children. We need not assume that a creature in a nightmare would manifest any interest in her social, as distinguished from her financial, status. Hence she requires Setna to write at once the documents setting forth her property rights and those of her children—documents which, as Junker has pointed out, real people often did not execute until after the birth of a child or even still later. Hence, also, she requires Setna to order the death of his children—an act which, so far as we can judge with our present knowledge of Egyptian law, probably had no real purpose except to hurt Setna.<sup>3</sup> But, con-

<sup>1</sup> Griffith, *Stories of the High Priests of Memphis*, "First Tale of Khamuas."

<sup>2</sup> Similarly Griffith, "Marriage (Egyptian)," in Hastings, *Encyclopaedia of Religion and Ethics*.

<sup>3</sup> It is probable that the documents which Setna had already executed, and which his children also signed, effectively prevented the children from making any claim to their father's property. Cf. Pap. Turin 2021, 3:8-4:1 (in *JEA*, XIII [1927], pp. 30 ff.). The murder of Setna's children would, therefore, seem to have been somewhat gratuitous.

sistently with this view, she makes no specific effort to guarantee her social status as Setna's wife—the one thing which Setna, in the frame of mind in which he was, might perhaps have been happy to grant her.

I hope these remarks will have disposed of Seidl's doubts. Junker's argument remains unshaken and, so far as our present evidence goes, probably unshakable. But let us return to the question which Seidl has very properly raised: What did constitute a valid marriage in ancient Egypt, since the "marriage settlements" seem not to have had that purpose?

The answer suggested by the story of Ahure and Naneferkaptah is so simple and natural—so thoroughly consistent with the marriage customs of other peoples—that I do not hesitate to offer it as probably correct.<sup>1</sup> The bride's father causes her to be publicly conducted to the bridegroom's house at night, accompanied by rich gifts;<sup>2</sup> the bridegroom thereupon holds a great feast, at which the guests also bring gifts; after the feast is over, the bride and groom sleep together, and in due time the young wife gives birth to a son. That the bride and groom in this case were brother and sister is a detail which added as much to the beauty of the story for an ancient Egyptian audience as it detracts from it for a modern one, but which need not affect the character of the proceedings. That they were the only children of the Pharaoh, and their marriage consequently the only hope of posterity for the royal house, is our guaranty that no essential detail could be omitted from the marriage act—nor, probably, from the telling of it. Brother and sister, united in a perfect love for each other and for their child, felt no need of legal documents to fix the transmission of their property; but the story-teller who so carefully informs us that the name of the newborn son was duly registered in the book of the House of Life would surely not have failed to let his audience know that the son's parents were legally married!<sup>3</sup>

<sup>1</sup> The story dates from the Ptolemaic period, but purports to narrate an incident out of the remote past.

<sup>2</sup> The expressions used do not enable us to decide whether this "dowry" was essential to the validity of the marriage or not.

<sup>3</sup> It will be seen that I have the same opinion of this story-teller as has Seidl, who writes about the alleged "marriage" of Setna and Tabubue: "Von irgendeiner sonstigen Form der Eheschliessung ist in dem *sonst mit Genauigkeit jedes Detail schildernden* Romane nicht die Rede." The italics are mine.

Apparently, then, a legal marriage was constituted either by the mere fact that the couple regarded themselves as husband and wife or by their explicit or implicit public recognition of the fact that they so regarded themselves.<sup>1</sup> Sitting together at the wedding feast would naturally be an implicit acknowledgment of this fact;<sup>2</sup> we have no reason to suppose that any other ceremony whatever was required. Very possibly the consent of the bride's parents—perhaps of the groom's parents also—may have been required; certainly Ahure either could not or would not marry her brother Naneferkaptah until she had obtained the consent of their father, the king.

I wish only to add a word of caution to non-Egyptologists: The foregoing theory of Egyptian marriage is consistent with the known evidence, but it must be admitted that the evidence is not of a wholly satisfactory kind. If used in connection with broader discussions of law or social customs, the theory should certainly be accompanied by a question mark.

<sup>1</sup> Whether consummation was necessary to the validity of the marriage, we do not absolutely know. Presumably it was necessary; cf. Ahure's statement, "He slept with me the same night" (Griffith, *Stories . . .*, I. Kh., III 6). See also Mitteis, *Reichsrecht und Volksrecht in den östlichen Provinzen des römischen Kaiserreichs* (Leipzig, 1891), p. 224. Compare Lane's statement regarding the Egypt of a hundred years ago: "The mere sentence, 'I give myself up to thee,' uttered by a female to a man who proposes to become her husband (even without the presence of witnesses, if none can easily be procured), renders her his legal wife, if arrived at puberty; and marriages with widows and divorced women, among the Muslims of Egypt, and other Arabs, are sometimes concluded in this simple manner" (*Manners and Customs of the Modern Egyptians* [London, 1890, reprinted from the 3d ed., 1842], p. 157). Lane notes also the circumstance of "marriages being almost always performed in Egypt without any written contract, and sometimes even without witnesses" (*ibid.*, p. 164).

<sup>2</sup> Hence perhaps the expression *hms irm*, literally "sit with," in the sense of "marry"? I am not sure that this idiom is older than Ptolemaic demotic; the connection with the noun *hms*, "phallus," of *Pyr.* 632b (W. M. Müller, *Liebespoesie*, p. 3, n. 10), strikes me as very doubtful. See also the phrase *n-ty(-n) p<sup>3</sup> hms i-ir-ty irm-zk*, "since I married you," in Ostr. Louvre 8112, translated below.

## II

## “FULL MARRIAGE” AND “LOOSE MARRIAGE”

It is almost universally believed that native Egyptian law recognized two distinct kinds of marriage, called by modern scholars “full marriage” and “loose marriage.” This belief was based originally on documents written in Greek, where a distinction is made between *γάμος ἔγγραφος* and *γάμος ἄγγραφος*. *Γάμος ἔγγραφος* used to be regarded as “the union confirmed in a solemn marriage contract, with the promise of conjugal life together and with stipulations regarding the dowry (and other property relations)”; *γάμος ἄγγραφος*, on the other hand, was “a provisional agreement (even though fixed in a written document), in which the two parties assumed no permanent obligations.”<sup>1</sup> There has never been anything like precise unanimity on the interpretation of these two Greek terms,<sup>2</sup> but the view that *γάμος ἄγγραφος* was in some way “looser” than *γάμος ἔγγραφος* long continued to hold the field.

In 1906 Spiegelberg pointed out for the first time the existence of a class of demotic documents, now called “alimentary contracts,” which, he suggested, must be contracts of *ἄγγραφος γάμος* or “loose

<sup>1</sup> Mitteis, “Neue Rechtsurkunden aus Oxyrhynchos,” *Archiv für Papyrusforschung*, I (1901), 346.

<sup>2</sup> See the latest discussion by Leopold Wenger, “Aus Novellenindex und Papyruswörterbuch,” *Sitzungsberichte der bayerischen Akademie der Wissenschaften, Philos.-philol. und hist. Kl.*, 1928, 4. Abh., pp. 66–81, and the references which he gives, especially p. 67, footnotes 2 and 4. All that is certainly known about the distinction is that the children *ἐξ ἀγράφων γάμων* were subject to paternal interference in their own marital and testamentary affairs, whereas children *ἐξ ἐγγράφων γάμων* were, at least relatively, free from such interference. Mitteis, *op. cit.*, p. 344, interprets this as an indication that *ἄγγραφος γάμος* was relatively “loose,” whereas Wenger, *op. cit.*, p. 75, takes exactly the contrary view. It is generally held that *BGU*, Vol. IV, No. 1045 (=Mitteis, *Chrest.*, No. 282, A.D. 154), was concerned with the substitution of an *ἔγγραφος γάμος* for an *ἄγγραφος γάμος* (so still Wenger, *op. cit.*, p. 76); but I cannot see that this is quite certain, however probable it may appear at present. Personally I am inclined to view it as a mere adjustment after a dispute; compare Wenger’s remarks (*op. cit.*, pp. 71–72) on *BGU*, Vol. I, Nos. 183 and 252, and other related documents.

marriage."<sup>1</sup> This identification was accepted by Georg Möller in his "Zwei aegyptische Eheverträge,"<sup>2</sup> which still remains the standard guide to the demotic marriage documents. The view that the "alimentary contracts" represent a "loose" form of marriage was questioned by Sethe in his review of Möller's "Eheverträge,"<sup>3</sup> and has been, I think, definitely refuted by Junker.<sup>4</sup> More recently Wenger<sup>5</sup> has made it seem very unlikely that *γάμος ἄγραφος* was a "loose" form of marriage; but he several times refers to "loose marriages" in native Egyptian law in terms which show that he regards their reality as established.<sup>6</sup> So also does Wilcken.<sup>7</sup>

Now it is hard to see how any marriage could be "looser" than the Egyptian "full marriage," and still retain the name of marriage; for it could be dissolved at the whim of either party. If the distinction is to be sought in the laws of property and inheritance, the contracts supposed to represent "loose marriage" appear to give the wife and children as substantial rights over the husband's property as those supposed to represent "full marriage."

Furthermore, the verbal differences which were supposed to distinguish the two types of marriage appear under close analysis to be non-essential. The Egyptian word *hm-t* and the Greek word *γυνή* have been supposed to characterize the woman living in "full marriage" with her husband, as distinguished from Egyptian *s-hm-t n s-nh*, literally "woman of aliment," with its Greek translation *γυνή τροφίτης*,<sup>8</sup>

<sup>1</sup> "Der ἄγραφος γάμος in demotischen Texten," *Rec. de trav.*, XXVIII (1906), 190-95.

<sup>2</sup> See his page 26.

<sup>3</sup> In *Göttingische gelehrte Anzeigen*, CLXXX (1918), 377.

<sup>4</sup> *Op. cit.*, pp. 47-52. See also Boak, *JEA*, XII (1926), 100-109, who publishes Greek summaries of such documents.

<sup>5</sup> *Loc. cit.*      <sup>6</sup> *Ibid.*, pp. 70, 79, 80.

<sup>7</sup> *Urkunden der Ptolemäerzeit*, I (1922), pp. 548 f., 580, 582. In passing, we may note that the translations and arguments of Revillout in *Revue égyptologique*, II (1881), 89-95, which Wilcken (*op. cit.*, p. 549) still regards as proving that a period of concubinage sometimes preceded a "loose marriage," no longer deserve serious refutation. It is a fact (and Revillout, I believe, was the first to point it out) that many Egyptian marriage settlements (including "alimentary contracts") were made between couples who already had children; but this fact was placed in its true light by Junker in 1921. See chapter i above.

<sup>8</sup> Wilcken, *op. cit.*, p. 548, n. 8, and p. 549.

which on the same theory would represent the woman who lives in "loose marriage." It has been held that the *hm-t* did, and the *s-hm-t n s<sup>c</sup>nh* did not, receive from her husband a certain gift called *šp n s-hm-t*, "woman's gift" or "woman's compensation," at the time of the marriage.<sup>1</sup> Above all, the contract of "full marriage" was supposed to begin with the clause "I have made thee wife," which has actually never been found in an alimentary contract. But Junker has shown in detail that the two classes of demotic marriage settlements do not differ more widely from each other in their essential statements than the supposed contracts of "full marriage" differ among themselves. It has been explained above<sup>2</sup> that the clause "I have made thee wife" is non-essential. The *s-hm-t n s<sup>c</sup>nh* may be called the *hm-t* of her husband.<sup>3</sup> The woman "fully" married does not always receive the "woman's compensation."

The real difference, as Junker showed, is a geographic one: the alimentary contracts whose provenience is known all come from a limited area in and near the Faiyum (Memphis on the north, Ḳarāra on the south).<sup>4</sup> Only one of the documents supposed to represent "full marriage" is known to come from this region, namely, the Papyrus Leyden S 373*a* from Memphis;<sup>5</sup> and it differs in form from all other known marriage settlements. The alimentary contracts represent, therefore, not a distinct form of marriage, but merely a particular local tradition in the formulation of documents which, in any case, concerned only the property rights of the married couple, not the existence of the marriage itself.

Against this view, Spiegelberg has objected that the capital furnished by the wife in the alimentary contracts is in every case so small

<sup>1</sup> The significance of this gift is doubtful; see Sethe, *op. cit.*, p. 376, and the earlier literature referred to there.

<sup>2</sup> On p. 2.

<sup>3</sup> This fact was pointed out already by Spiegelberg, *op. cit.*, p. 191. She may also be called in Greek her husband's *γυνή*; see Boak, *op. cit.*

<sup>4</sup> Junker's statement that they all date from the latter part of the Ptolemaic period can no longer be maintained. One from Memphis is dated in the 8th year of Philip Arrhidaeus (317 B.C.), and the example from Ḳarāra appears to be earlier than Alexander's conquest. See Spiegelberg, "Demotische Papyri," *Veröffentlichungen aus den badischen Papyrus-Sammlungen*, I (1923), 38. The abstracts published by Boak, *op. cit.*, date from A.D. 41/42.

<sup>5</sup> Möller, *op. cit.*, Scheme VI.

in relation to the annuity which she receives from the husband, that the capital would be exhausted in a relatively short time, say ten years; and he regards this as an indication that the "loose marriage" would be terminated on the exhaustion of the capital, either by divorce or by a "full marriage."<sup>1</sup> But this objection accords ill with the wording of the documents, especially with the fact that the offspring of the marriage are usually made the heirs of the man's entire present and future property. Furthermore, if such a term had been present in the minds of the parties, it is hard to believe that they would not have mentioned it. Our documents seem to indicate that in Upper Egypt the man bore the entire burden of supporting his wife; in Memphis and the Faiyum she seems ordinarily to have brought him a dowry which relieved him of some part, but not all, of that burden;<sup>2</sup> but there is no reason to assume a difference in the character of the marriage relation itself.

<sup>1</sup> Spiegelberg, *op. cit.*, p. 37.

<sup>2</sup> That is, assuming that the alimentation capital was really paid by or for the wife to the husband. For the view that such alleged payments were fictitious, at least in some cases, see Mitteis in *Archiv für Papyrusforschung*, I (1901), 347-50.

## III

OSTRAKON STRASSBURG D 1845<sup>1</sup>

This fascinating document may be translated as follows:

<sup>(1)</sup>Year 16, third month of the 'second' (or 'third')<sup>2</sup> season, first day.  
<sup>(2)</sup>Psenmin, son of Khensthot, the gooseherd, <sup>(3)</sup>is the one who says to Tamin, the daughter of Pamont: "That 2 (deben of) 'refined' silver = 10 staters = 2 (deben of) 'refined' silver again <sup>(4)</sup>which I have already given to you before Hathor, (and) that other 2 (deben of) 'refined' silver = 10 staters <sup>(5)</sup>= 2 (deben of) 'refined' silver again which I have already given to you before Rattowe, (they) make altogether 4 (deben of) 'refined' silver = 20 staters <sup>(6)</sup>= 4 (deben of) 'refined' silver again which I have already given to you before the goddesses. <sup>(7)</sup>You shall be<sup>3</sup> in my house, being with me as wife from today, <sup>(8)</sup>year 16, third month of the 'second' (or 'third')<sup>2</sup> season, first day, until year 17, fourth month of the first season, first day.<sup>4</sup> If it shall happen <sup>(9)</sup>that (you) go away to your house without having come to the fourth month of the first season, first day, <sup>(10)</sup>in my house, you shall pay the previous<sup>5</sup> 4 (deben of) 'refined' silver which are written above. If it shall happen <sup>(11)</sup>that I be the one who has caused (you) to go, without your having come to the fourth month of the first season, first day, <sup>(12)</sup>(then) I am to pay the 4 (deben of) 'refined' silver which are written above, <which> I have already paid into <sup>(13)</sup>the hand of the agents of Psenanup the money changer, <sup>(14)</sup>the agent.<sup>6</sup>

<sup>1</sup> First published by Spiegelberg, "Ein Vertrag über eine Probeehe," *Zeitschrift für ägyptische Sprache*, XLVI (1909), 112-16; discussed on the basis of that publication by Möller, *op. cit.*, pp. 23-24; republished with improved facsimile by Sethe, "Ein ägyptischer Vertrag über den Abschluss einer Ehe auf Zeit," *Nachrichten der Gesellschaft der Wissenschaften zu Göttingen, Phil.-hist. Kl.*, 1918, pp. 288-99. The translation which I offer here follows Sethe's facsimile and, in general, his translation; but my interpretation of the document differs fundamentally from his and closely resembles that which Möller had derived from a less perfect text.

<sup>2</sup> In lines 1 and 8 there is absolutely no paleographic evidence to support either reading ("second" or "third") against the other.

<sup>3</sup> An unusual use of the conjunctive in that no conditional clause here precedes it. Cf. Spiegelberg, *Demotische Grammatik*, § 152, and the Late Egyptian example published by him in "Briefe der 21. Dynastie aus El-Hibe," *ZAS*, LIII (1917), 12, l. 9.

<sup>4</sup> A period of 9 or of 5 months, according as we choose to read 2d or 3d season, plus in either case the 5 epagomenal days, i.e., a total of 275 or 155 days.

<sup>5</sup> See Sethe, *op. cit.*, pp. 294-95, n. 6. <sup>6</sup> In this case, "trustee." See Sethe.

And I will not let him approach <sup>(15)</sup>you.<sup>1</sup> <sup>(16)</sup>I have no claim on you for (any) woman-oath<sup>2</sup> <sup>(17)</sup>except the oath which you have already made to me regarding that man whom I 'have<sup>18</sup> <sup>(19)</sup>set free<sup>14</sup> along with you (and) except the oath <sup>(20)</sup>of being pure<sup>5</sup> in my house (which) 'is to be made<sup>16</sup> to me on another day."

The meaning of the clause at the end of line 17 and beginning of line 18 is quite uncertain. Both Spiegelberg and Sethe connected the verb *prđ* (ⲡ ⲉⲗ ⲛⲓⲛⲓ) of our text with Coptic ΠΩΛΔ,<sup>7</sup> ΠΩΛΚ,<sup>8</sup>

<sup>1</sup> That is, "make any demand on you," "bring any action against you." See Sethe.

<sup>2</sup> Spiegelberg's collections contain no other example of the expression 'nh n s-hm-t, "oath of woman."

<sup>3</sup> Or "had"?

<sup>4</sup> Or "rescued"? See below.

<sup>5</sup> I.e., "chaste"? The words translated "of being pure in my house" may also be translated "of the priest in (or of) my house." Sethe's rendering also, "of your purification in reference to my house," is not absolutely impossible.

<sup>6</sup> The gerundive interpretation, which is probably correct, is due to Sethe. The most obvious interpretation of the text is surely "which he made to me on another day." The latter translation is bulletproof grammatically, but suffers from the fact that the "other day," being in the past and therefore presumably known, is not made specific; we should expect something like "which he made to me in year a, month b, day c."

<sup>7</sup> Jakob Krall, *Koptische Texte*, No. 145 (*sic*, not 154), <sup>(1)</sup>ΕΠΕΙΔΗ ΝΤΑΪΠΩΛΔ ΝΕΜΑΚ ΑΪΤΙ ΦΟΙΒΑΜΜΩΝ ΠΩΕ ΝΚΟΛΛΟΥΘΕΕ <sup>(2)</sup>[—] ΝΟΥΡΟΜΠΕ ΝΖΟΟΥ, etc.: "<sup>(3)</sup>Since I have come to an agreement with you, I have given Phoebammon, son of Colluthe, <sup>(4)</sup>[to you as servant] for a year," etc.; Revillout, "Actes et contrats," *Études égyptologiques*, V (1876), 25=Stern, "Sahidische Inschriften," *ZAS*, XVI (1878), 16, ΕΤΒΕ ΤΖΑΤΡΕ ΔΕ ΤΑΦΕΡΕ ΛΗΠΟΛΔΣ ΕΒΟΛ ΗΠΕΣΜΕΡΟΥΣ ΖΗ ΖΩΒ ΝΗΜ ΕΙΟ ΝΧΘΕΙΣ ΕΡΟQ: "As for my daughter Thatre, I have satisfied (settled, attended to) her with her share in everything which I possess"; Revillout, *op. cit.*, p. 98 (cf. Stern, *op. cit.*, p. 17), ΠΡΟΣ ΘΕ ΕΤΦΝΑΠΩΛΔ ΠΚΑΤΑΚΑΙΡΩ ΟΙΚΟΝΟΜΟΣ: "according as he shall arrange with the *oeconomus* then being."

<sup>8</sup> Revillout, *op. cit.*, p. 26=Stern, *loc. cit.*, ΛΗΠΩΛΚ ΝΗΜΑΥ ΕΥΟΝΖ: "We reached an agreement with them while they were alive"; similarly, Revillout, *op. cit.*, p. 27=Stern, *loc. cit.*; Revillout, *op. cit.*, p. 73=Stern, *op. cit.*, pp. 16-17, ΠΡΟΣ ΘΕ ΕΤΦΝΑΠΩΛΚ ΗΠΚΑΤΑΚΑΙΡΩ ΟΙΚΟΝΟΜΟΣ: "according as he shall arrange with the *oeconomus* then being"; Crum, *Coptic Ostraca*, No. 48 (p. 23), ΕΝΤΑΙ ΕΡΗΣ ΧΕΜΑΝΤΑΠΟΛΕΚ .ΜΥΟΥ: "that I should(?) go south about making an agreement with them"; ΠΩΛΚ, Budge, *Apocrypha*, p. 124, 2d line from bottom.

ΠΩΡ̄Κ,<sup>1</sup> ΠΩΡ̄Χ<sup>2</sup> (S.); ΦΩΛΧ (B.); ΠΩΛΕΧ (F). Both Spiegelberg and Burchardt<sup>3</sup> have connected this Coptic word, in turn, with Late Egyptian , "divide," which Burchardt further plausibly derives from . The demotic-Coptic etymology seems difficult phonetically; but the interrelations of the various Coptic forms among themselves present essentially the same difficulties, and we may therefore believe that the difficulties arise from our ignorance of Egyptian phonetics. In addition, the Coptic word offers an embarrassing variety of meanings.

Sethe's translation of our demotic idiom *pr̄d A irm B*, "separate A from B," has no parallel whatever in demotic and no very satisfactory one in Coptic; for the reading ΠΕΝΤΑΠΩΡ̄Χ ΕΒΟΛ ΝΗΜΜΑΥ, "him who separated with (i.e., 'from') them," which Sethe cites from Acts 15:38, has since been rejected by Horner in favor of ἸΜΜΟΥ, "from them."<sup>4</sup> It is fair to say, therefore, that this translation of our text is very unlikely; we expect the preposition *r* (ΕΡΟ̄) or *n* (*n-im*, ἸΜΜΟ̄), instead of *irm* (ΝΗΜΜᾹ), for this meaning.

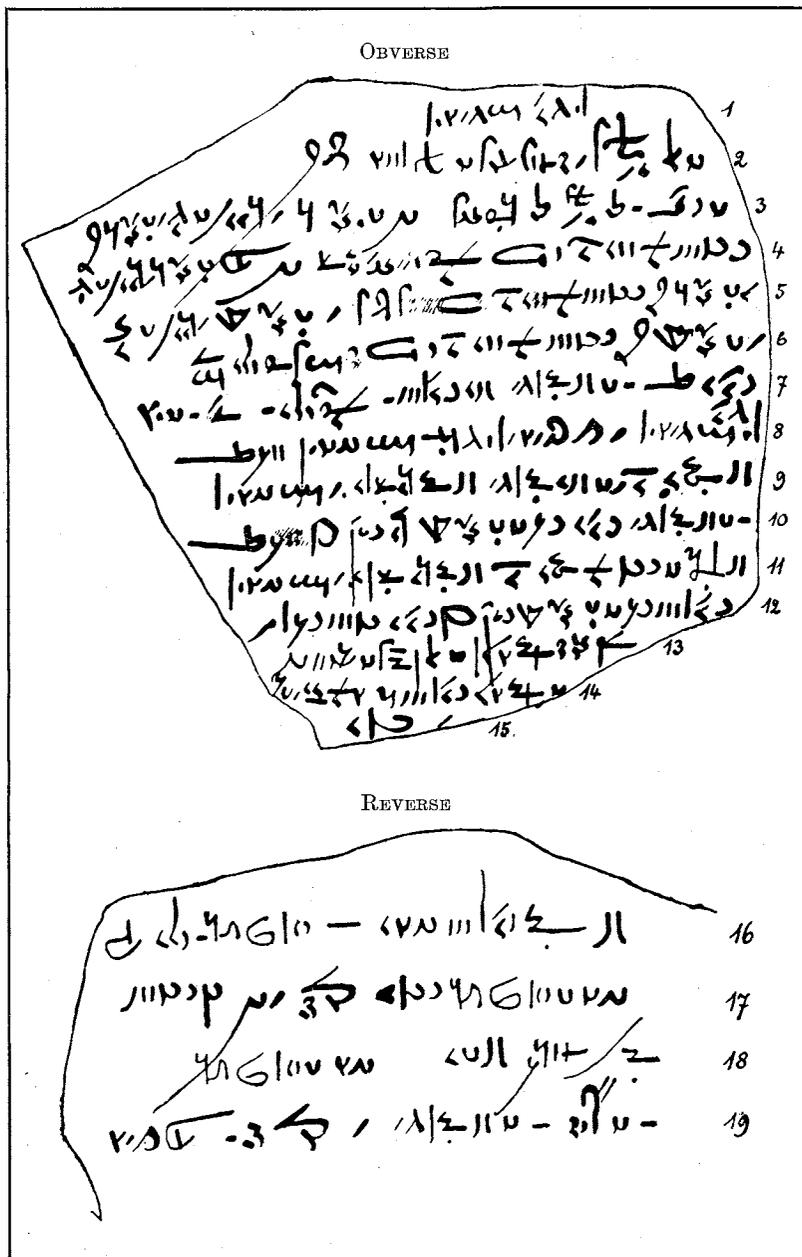
Spiegelberg's translation, "which I have settled together with you," is far easier to reconcile with the uses of the supposed Coptic derivative; see the quotations given in notes 7 and 8 on page 11. Here also it will be observed that the parallel is not perfect, since the verb has not been found with direct object of the thing agreed. I have the impression that it is intransitive in this use—"make an agreement." Furthermore, this translation accords ill with the word *rm̄t*, "man," which, as Sethe remarks, certainly stands where Spiegelberg formerly read *hd*, "silver." One would have to make this relative clause dependent on the *second* preceding masculine noun *nh*, "oath," whereas

<sup>1</sup> Crum, *op. cit.*, Index, where also additional examples of the three other Sahidic spellings will be found.

<sup>2</sup> Crum and White, *Monastery of Epiphanius*, II, 253, ἸΠΙΧΙ ΛΑΛΥ ΝΗΟΥΒ ΝΤΑΠΩΡ̄Χ ΛΑΛΥ ΝΦΑΡ: "I have not received any money, that I should settle any value"; . . . ΠΩΡ̄ ΕΤΝΑΠΩΡ̄Χ: ". . . the value that is (yet) to be fixed"; . . . ΠΩΡ̄, ΕΤΝΗΥ ΕΤΝΑΠΩΡ̄Χ ΚΑΝ ΖΙΤΟΟΤ̄Κ ΚΑΝ ΖΙΤΟΟΤ̄Κ ΝΚΕΟΥΑ: ". . . the value that is going to be fixed, whether by him or by another"; Crum, *Koptische Urkunden aus Djéme*, Index.

<sup>3</sup> *Die altkanaanäischen Fremdworte und Eigennamen im Aegyptischen*, No. 406.

<sup>4</sup> In any case, a perfect parallelism would require \*ΠΕΝΤΑΠΩΡ̄Χ̄, "who separated *himself*."



OSTRAKON STRASSBURG D 1845 (after Sethe)



A similar use of ΠΕΛΘ is found also in Coptic in Wessely, *Griechische und koptische Texte theologischen Inhalts*, Vol. V ("Studien zur Paläographie und Papyruskunde," Vol. XVIII), No. 282 h, ΠΕΛΘ ΝΕΤΜΜΑΥ ΕΒΟΛ ΝΝΚΟΛΛΑCIC: "save those who are there out of the dangers."<sup>1</sup>

The sense of lines 1–15 is fairly clear: The man Psenmin and the woman Tamin agree to marry for a period of 275 (or 155) days. Psenmin has deposited a sum of money in the presence of two goddesses who seem to act as divine witnesses (one half in the presence of each goddess), the actual recipients being agents of the money-changer Psenanup, who acts as trustee. If Tamin terminates the marriage before the stipulated date, she must order Psenanup to pay the money to Psenmin. If Psenmin terminates the marriage before the stipulated date, he must order Psenanup to pay the money to Tamin. In that event Psenmin also binds himself to protect Tamin from any claim which Psenanup may raise against her. What was to become of the money in case Psenmin and Tamin stayed loyally together during the whole period is not absolutely certain; but the view that the money would then become Tamin's property seems inherently probable, and is perhaps supported by the words "which I have already given to you" in lines 4, 5, and 6.

Lines 16–18 are less clear. Taking the foregoing translation at its face value, these lines seem to say: "I require no oath of chastity from you regarding your past life, except the one which you have already sworn regarding (your 'real or alleged' relations with) that man whom I have 'set free' (or 'rescued') together with you; as to the future, you must (of course) be chaste in my house, and you are to swear an oath on that subject on another day."

The period of '9' months or '275' days suggests the period of gestation; and Sethe was at pains to establish a connection<sup>2</sup>—as it

<sup>1</sup> I owe this reference, with most of the others used in the discussion of this word, to Spiegelberg or to his collections.

<sup>2</sup> Sethe was so much impressed by the connection that he incorporated the corresponding words into his transliteration and translation of lines 1 and 8 without any sign of doubt, and also elsewhere in his article speaks of the 9-month period with an assurance which the facts hardly warrant. On the Egyptian reckoning of the period of gestation, Spiegelberg called my attention to Sethe's "Miszelle" in *ZAS*, LVIII (1923), 24.

seems to me, without success. Let us consider the theoretical possibilities.

1. The purpose of the 9-month period might be to determine whether Tamin was with child by the man referred to in lines 17–18.<sup>1</sup> But (a) if she was pregnant at the date when this document was written, the fact would certainly become evident in much less than 9 months;<sup>2</sup> (b) even if it turned out that Tamin was pregnant by “that man” (or by any other man), Psenmin could not send her away within the 9-month period without forfeiting the money; and (c) there is nothing whatever to suggest that the couple contemplated a longer period of married life in any case.

2. The purpose might be to determine whether Tamin was barren. In this case, also, the period of 9 months has nothing in particular to recommend it. If she is not barren, her fertility may be established in much less than 9 months—or it may not be established for a year or two.

3. The man may merely want a child, not a wife; possibly he already has a beloved wife, who may be barren.<sup>3</sup> In this case, one would certainly expect him to keep the mother of his prospective child until the child was weaned.

It seems to me perfectly certain, therefore, that the close correspondence between the stipulated duration of this marriage and the normal period of gestation is accidental; and we have to seek some other explanation.

Nor need we seek far. In ancient as in modern Egypt, divorce was easy, frequent, and quite respectable. Doubtless people did not often marry with the expressed intention of separating after a certain time; but it is easy to conceive that, for instance, a man sojourning in a village remote from his own might occasionally desire such an arrangement. In default of any ancient parallel, a modern one may be of some interest. Edward William Lane during his first visit to Egypt

<sup>1</sup> This is Sethe's view.

<sup>2</sup> This objection might be met in large measure by using the shorter period of 5 months or 155 days, which is equally possible paleographically.

<sup>3</sup> I have expressed elsewhere my belief that the common people of Egypt did not practice polygamy in this period; but conclusive proof of this theory is not yet forthcoming. Cf. p. 23, n. 4.

(1825–28) was more than once urged by his Egyptian acquaintances to take a wife, or at least a concubine-slave. The shaikh of a certain quarter of Cairo where he lived for a time seems to have been especially persistent. “You tell me,” said he, “that in a year or two you mean to leave this country: now, there is a young widow, who, I am told, is handsome, living within a few doors of you, who will be glad to become your wife, even with the express understanding that you shall divorce her when you quit this place; though, of course, you may do so before, if she should not please you.”<sup>1</sup>

Essentially similar is the explanation offered by Möller, “Eheverträge,” p. 24: “Es werden hier persönliche Verhältnisse vorgelegen haben, die dem Ehemann verboten, der Frau eine längere Dauer der Ehe in Aussicht zu stellen, etwa eine geplante längere Auslandsreise od. dergl.”

A quite different and equally possible explanation is suggested by my proposed translation of the lines on the reverse. It may be that Psenmin had fallen in love with a woman who, with a male companion, was in some serious difficulty, such as slavery or captivity. Such a woman may conceivably have consented to become Psenmin’s wife for a limited time in return for two considerations—a sum of money and the freedom of herself and her companion.

It is not claimed that these exhaust the possible explanations. The essential point is that neither Sethe’s explanation nor any other based on the period of gestation will fit the facts. Furthermore, if there were any connection with the period of gestation, it is unbelievable that the Egyptians would have failed to make it clear.<sup>2</sup>

The designation “Probeehe,” suggested by Spiegelberg in his original edition of the text and accepted by Sethe, also finds no support in the text. The Egyptian who wished to marry experimentally did not need to set a definite limit to the experiment in advance; he could divorce his wife at any moment and for any whim, and the wife on her part seems to have enjoyed the same freedom. It may be

<sup>1</sup> *Manners and Customs of the Modern Egyptians* (London, 1890, reprinted from 3d ed. of 1842), p. 142. For examples of temporary marriage among other peoples, see the opening paragraphs of chap. xxxii in Westermarck, *The History of Human Marriage* (5th ed., New York, 1922).

<sup>2</sup> Similarly Möller, *loc. cit.*

answered that such a contract as the present one would enable the couple to part after 9 (or 5) months without the penalties ordinarily accompanying divorce. But the only penalties for divorce about which we know anything are those voluntarily inserted in the marriage settlement by the parties themselves; and if the parties wished to avoid these penalties, the natural course would be either to abstain from writing a settlement (a course which seems actually to have been followed by large numbers of Egyptians) or to write a settlement omitting the penalties of divorce or even specifically excluding such penalties. And why does our document contain no suggestion of a possible continuation of the marriage in case it proved successful?

## IV

OSTRAKON LOUVRE 8112<sup>1</sup>

In connection with the expression *ḥn n s-ḥm-t*, "woman's oath," of Ostrakon Strassburg D 1845, it seems desirable to call attention anew to a document which would apparently be included within the meaning of that term. The document in question belongs to the well-known class of ostraka bearing the texts of oaths to be sworn by one party to a dispute,<sup>2</sup> invoking the name of the Bull of 'M<sup>3</sup>'tn.<sup>3</sup> Cattau's translation, written in 1887, was extremely good for its time and requires no very important modification even today after forty-four years. We read:

Text<sup>4</sup> of the oath which A (woman) is to make in the gate of Jēme, in the temple of Montu of 'M<sup>3</sup>'tn, in year 2, Tybi (or Pachon?) 14, to B (man): "By the Bull of 'M<sup>3</sup>'tn who dwells here and (by) every god who dwells here with him, I have not lain,<sup>5</sup> I have not arrived<sup>6</sup> with (any)<sup>7</sup> man, since the sitting which I made with you<sup>8</sup> in year 22, down to today. There is no falsehood in the oath." If she makes the oath, he shall be without claim on her and shall give her 4 talents 100 (deben)<sup>1</sup>.

<sup>1</sup> Published by Cattau in *RE*, Vol. V (1888), Pl. 17 (facs.) and pp. 80–81 (translation). Ptolemaic or Roman period.

<sup>2</sup> See Seidl, *Der Eid im ptolemäischen Recht* (diss.; München, 1929), especially pp. 4–12.

<sup>3</sup> On this place-name, and on the entire introductory formula of this group of oaths, see Spiegelberg, "Demotica," I, *Sitzungsberichte der bayerischen Akad. der Wiss., Philos.-philol. und hist. Kl.*, 1925, 6. Abh., pp. 11–14.

<sup>4</sup> Seidl, *op. cit.*, pp. 4–6.

<sup>5</sup> *Ṣḏr*; the closing group is strangely made.

<sup>6</sup> *Ph*; it probably has an obscene meaning both here and in *I. Kh.*, V 19, 23, 25, as I hope to show in my forthcoming edition of the tale of Setna.

<sup>7</sup> The absence of the word *ky*, "other," is very striking. Contrast the husband's usual promise regarding "another woman" which I discussed in *ZAS*, LXIV (1929), 59–62. We might also have expected *bnr-k*, "except you." Had the couple had no relations even with each other since the year 22? Had the man been absent from home during the entire interval, or had one or both parties taken a vow comparable to that of the Christian couple in Zoega, *Catalogus codicum Coptiorum manuscriptorum* (Rome, 1810), p. 346 (=Steindorff, *Koptische Grammatik* [2d ed., 1904], p. 19\*)?

<sup>8</sup> *N-ḥy(-n) p<sup>3</sup> ḥms i-ḥr<sup>2</sup>y ḥrm<sup>2</sup>k*; that is, "since I married you."

The most obvious explanation is that A and B were divorced, and that B had tried to avoid paying A the money which was due her from him in that event by accusing her of infidelity.

Each of the four "abnormal hieratic" marriage settlements which are known from the 22d-26th dynasties<sup>1</sup> provides that the husband shall make certain payments to the wife if he divorces her "except for the great sin<sup>2</sup> which is found in woman." The demotic marriage settlements from Upper Egypt<sup>3</sup> also require the man<sup>4</sup> to make payments in case of divorce, but without suggesting any exceptions, while the "alimentary contracts" from the neighborhood of the Faiyum and Memphis make no reference to divorce or to any other means by which the husband might escape his obligation to support the wife.

In view of these facts, our ostrakon might perhaps be used as evidence for the existence of a law (originating in the Saite period?) preventing an adulterous wife from enforcing the provisions of her marriage settlement against an innocent husband. The existence of such a law, if proved, would explain the facts very simply. However, the silence of the demotic marriage settlements may be explained in other ways; and the oath of Ostrakon Louvre 8112 may have its own peculiar explanation, unknown and unknowable to us.

<sup>1</sup> Möller, *op. cit.*, Scheme I.

<sup>2</sup> *Bt*<sup>3</sup>, a very general word which includes both "sin" and "crime."

<sup>3</sup> Möller, *op. cit.*, Schemes II-V.      <sup>4</sup> In Scheme II, the woman.

## V

PAPYRUS TORINO 13<sup>1</sup>

This document is a court order directing the *ξενικῶν πράκτωρ* in Memphis to make execution on the property of a certain Psintaes for a debt which Psintaes owed to Khonuphis, the son of Petesis. Lines 8–12 contain a summary of the complaint of Khonuphis on which the court's judgment was based:

ἔσήμανεν δεδανεικῆναι τῶι εὐθυννο<sup>(9)</sup>μένωι [κατ]ὰ συγγραφὴν τροφίτιν τὴν ἀναγραφείσαν διὰ τοῦ γραφίου ἀργυ(ρίου) (δραχμὰς) φ ἐπὶ τῆι ἔξονομαζο<sup>(10)</sup>μένῃ Θα[υ]ῆτι τῆι καὶ Ἀσκληπιάδι εἰς τὸ χορηγεῖν ταύτη καθ' ἔτος ὄλυρων (ἀρτάβας) ξ καὶ ἀργ(υρίου) (δραχμὰς) οβ <sup>(11)</sup>[συ]γυε-δοκησάσης τῆς τε τοῦ Ψινταέους γυναικὸς Θαυήτος καὶ τοῦ ἀμφοτέρων υἱοῦ Ζμανρέους, <sup>(12)</sup>προσδιασταλ[έ]γτος τὰ ὑπάρχοντα αὐτῶν<sup>2</sup> ὑποκέσθαι πρὸς τὸ δίκαιον τῆς συγγραφῆς <————>.

He stated that he had loaned to the defendant, in accordance with the alimentary contract registered by the *grapheion*, 500 silver drachmas 'in the interest of'<sup>3</sup> the therein-named Tha[u]jes, also called Asclepias, toward the furnishing to her annually of 60 artabas of *olyra* and 72 silver drachmas, Thaues the wife of Psintaes and Zmanres their son consenting also, and the further provision being added that their<sup>4</sup> possessions were security for the right of the contract <————>.<sup>5</sup>

Wilcken holds that "Thaues, also called Asclepias," and "Thaues the wife of Psintaes" are different persons,<sup>6</sup> because

(1) If the two are identical, Thaues must stand as one of the guarantors for a contract of which she is the beneficiary.

<sup>1</sup> The best edition is Wilcken, *UPZ*, I, pages 543–53 (No. 118). He dates the document 136 B.C. or 83 B.C.

<sup>2</sup> So Wilcken in his text; Peyron and Revillout, *αὐτῶι*. Wilcken, *op. cit.*, p. 549, writes "*αὐτῶν* (*sic*, nicht *αὐτῶι*!)."

<sup>3</sup> Lewald in Spiegelberg, *VBPS*, I (1923), 45–46.

<sup>4</sup> See below.

<sup>5</sup> Wilcken rightly remarks that something was carelessly omitted here, including at least the statement that Psintaes had failed to keep the contract.

<sup>6</sup> This was first maintained by Brandileone, *Rendiconti delle sessioni della R. Accademia delle scienze dell' Istituto di Bologna, Classe di scienze morali*, IV (2d

(2) If the two are identical, why does the expression ἡ τοῦ Ψινταέου γυνή appear only in the second, not in the first, mention of her; and why does not the second mention read τῆς σημαινομένης Θαυήτος or simply and unambiguously τῆς Θαυήτος or just αὐτῆς?

From this conviction that two women named Thaues are involved, Wilcken further deduces that Thaues, the beneficiary of the alimentary contract (and, as he believes, the daughter of Khonuphis), must have been a second, inferior wife; that the first and principal wife, who alone is called the γυνή of Psintaes, consented to her husband's polygamous marriage with No. 2.

It must be admitted that the concept of polygamy among Egyptians in the Ptolemaic period, while improbable,<sup>1</sup> is not in itself impossible. But in the present case we are asked to believe that the first and chief wife and her son were so anxious to assist the husband and father in acquiring a subsidiary wife that they pledged all their possessions as security for the payment of aliment to the subsidiary wife. This makes the new wife something far more than a "Nebenfrau"—nay, it makes her more than the equal of the supposed principal wife, for it clearly envisages a situation in which the "principal" wife and her son might be impoverished for the benefit of the supposed "subsidiary" wife.

This really insurmountable difficulty disappears at once if we change a single letter in the text of the (admittedly careless) summary which has come down to us. In the clause προσδιασταλ[έ]ντος τὰ ὑπάρχοντα αὐτῶν ὑποκεῖσθαι πρὸς τὸ δίκαιον τῆς συγγραφῆς, I propose to emend αὐτῶν to αὐτῶ<ι>.<sup>2</sup> The text then becomes both intelligible

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ser., 1919/20), 127-35, who believes that "Thaues, also called Asclepias," was merely the beneficiary of an annuity and not in any sense a wife of Psintaes. To me, as to most commentators, it seems clear that they were married or expected to marry. See further Lewald in *VBPS*, I (1923), 43-47. Brandileone was quite right in pointing out that the woman "also called Asclepias" need not have been called Thaues at all; other possibilities are Θαβῆς (gen., Θαβῆτος), Θαλῆς (gen., Θαλῆτος), and Θασης (gen., Θασητος, British Museum, *Greek Papyri . . . Catalogue . . .*, III [1907], 24, No. 901). Since it seems impossible to maintain the identity of the two women in any case, I have kept the traditional identity of name, as being a matter which has ceased to be important.

<sup>1</sup> Cf. below, p. 23, n. 4.

<sup>2</sup> Peyron and Revillout actually read αὐτῶι; see above, p. 21, n. 2.

and credible, and the mistake is not hard to explain in view of the immediately preceding reference to wife and son.<sup>1</sup>

The juristic argument that the two women named Thauēs cannot be identical, because, if they were, Thauēs would appear as guarantor of a contract in her own favor, now loses its force. But it remains true that we have no example of an alimentary contract endorsed by the wife or son; and Wilcken's philological argument, summarized above, alone carries great weight. I think we must admit that two distinct women named Thauēs are involved, and that the *συγγραφή τροφῆς* out of which our suit grew was a demotic marriage settlement<sup>2</sup> between a woman Thauēs and a man Psintaes who, on his part, already had a "wife" Thauēs and a presumably adult son by that wife.

It must also be recognized, however, that these so-called "loose marriages" were neither more nor less "loose" than other Egyptian marriages.<sup>3</sup> An Egyptian wife who had received such a contract from her husband was just as truly and just as exclusively her husband's *γυνή* as any Egyptian woman could be. The alleged distinction between a "principal" wife bound to her husband by "Vollehe" and therefore called his *γυνή*, and a "subsidiary" wife with no claim, or a less clear claim, to be called *γυνή*, has simply no meaning in Egyptian law as we now understand it.

Furthermore, the demotic marriage settlements make the practice of polygamy in Egypt during this period seem so improbable that we ought not to assume it without the very strongest evidence.<sup>4</sup> I find no

<sup>1</sup> In addition to the examples of the scribe's carelessness noted by Wilcken, *op. cit.*, it may be pointed out that the particular Psintaes meant is not specified either by his father's name or in any other way—and this in the formal order to the *ξενικῶν πράκτωρ* who was to execute the court's judgment against this Psintaes, and not in a little village where everyone was known to everyone else, but in the city of Memphis!

<sup>2</sup> One of Möller's "Verträge über 'lose' Ehen"; see his "Eheverträge," pp. 26–29.

<sup>3</sup> See above, chap. ii.

<sup>4</sup> See my remarks, "A Clause in the Marriage Settlements," *ZAS*, LXIV (1929), 62. Spiegelberg has pointed out to me that Herodotus ii. 92 also regarded the Egyptians as monogamous; but contrast Diodorus i. 80, who attributes monogamy to the priests only. O. Damsté, "De matrimonio Atheniensi," *Mnemosyne*, LV (1927), 365–69, rightly deduces from the expressed prohibition of polygamy in the marriage contract Pap. Eleph. I that the parties to this contract (Greeks residing in Elephantine in 311/310 B.C.) cannot have been subject to any law prohibiting polygamy. Monogamy was maintained among Greeks by public opinion, by the

clear evidence that Psintaes had not been divorced from his first wife Thauēs before marrying the second. The tenor of the demotic alimentary contracts is such that a divorced wife and her son might easily have claims on the property of the husband and father: for there is no provision authorizing the husband to stop paying the wife's aliment when he divorces her, and the children are usually made the heirs of his entire estate. In many cases, no doubt, the divorced wife and her son might be persuaded (for a consideration) to surrender so much of their claims as would enable the father legally to make a similar *συγγραφή τροφῆς* with a new wife;<sup>1</sup> but it seems reasonable to assume that their consent would be necessary, and hence it would be important to mention it in such a petition as this of Khonuphis.<sup>2</sup> Under these circumstances, the reference to the divorced wife as her husband's *γυνή* seems to me perfectly natural; compare the common phenomenon of a divorced woman keeping her husband's name in modern Europe and America.

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first wife's power to leave a husband who married another, or by other social forces, but not by law. This expressed prohibition of polygamy seems to be regular in Greek marriage contracts through the time of Augustus (Mitteis, *Chrest.*, Nos. 283–86), but I do not find it in the later ones (*ibid.*, Nos. 287–90). The case of the native Egyptians may have been similar; but it is perhaps significant that no known demotic marriage settlement appears to treat of possible marriage with another woman except as a sequel to divorce.

<sup>1</sup> The right of a divorced person to remarry was probably quite unrestricted by law. The contract which concerns us here had nothing to do with the validity of the marriage, but dealt only with the financial relations of the parties.

<sup>2</sup> See also the remarks of Čzerný and Peet, *JEA*, XIII (1927), 36–37, on a related situation in the 20th dynasty.

The petition of Khonuphis and the judgment of the court are directed not against the property of Thauēs or of her son Zmanres, but only against that of Psintaes (lines 13 ff.). The statement that the property of Thauēs and Zmanres had been made liable is therefore aside from the point. What is wanted is a statement that the property of Psintaes had been made liable and that Thauēs and Zmanres (who had at least a contingent claim on the property of Psintaes) had given their consent.

## VI

## CONCLUSIONS

In native Egyptian law, marriage was a private contract: there is no evidence that any civil or religious official participated.<sup>1</sup> No written document was required. The marriage continued during mutual consent; either party could dissolve it at will, and we have no evidence that the law attached any penalty to divorce. Marriage could also be limited in advance to a definite period.

Native Egyptian law seems to have known only one kind of marriage; such modern terms as "full marriage" and "loose marriage" should be dropped.<sup>2</sup> The ancient terms *γάμος ἔγγραφος* and *γάμος ἄγραφος* have not been found in documents earlier than the Roman period.<sup>3</sup> They represent a distinction which seems not to have existed in pharaonic law. This distinction either was imported into Greco-Roman Egypt or arose there in the melting-pot of Egyptian, Greek, and other legal systems.<sup>4</sup>

<sup>1</sup> The case was different among the Alexandrian Greeks.

<sup>2</sup> This applies also to such documents as Pap. Paris 13 and Società italiana per la ricerca dei papiri greci e latini in Egitto, *Papiri* . . . (Firenze, 1912—), I, 64, in so far as they may be supposed to show the influence of native Egyptian law.

<sup>3</sup> The terminology first appears in the clause *ἐπεὶ δὲ σύνεσμεν ἀλλήλοις ἀγράφως*, Pap. Oxy., II, 267, lines 18 f. (A.D. 36); see Wenger, "Aus Novellenindex und Papyruswörterbuch," *Sitzungsberichte der bayerischen Akademie der Wissenschaften, Philos.-philol. und hist. Kl.*, 1928, 4. Abh., p. 71, and compare his p. 69.

<sup>4</sup> I was once tempted to hold that *γάμος ἄγραφος* was the native Egyptian form of marriage, and *γάμος ἔγγραφος* the form brought in by the Greeks; but I do not now believe that the facts can be pressed into this mold.

