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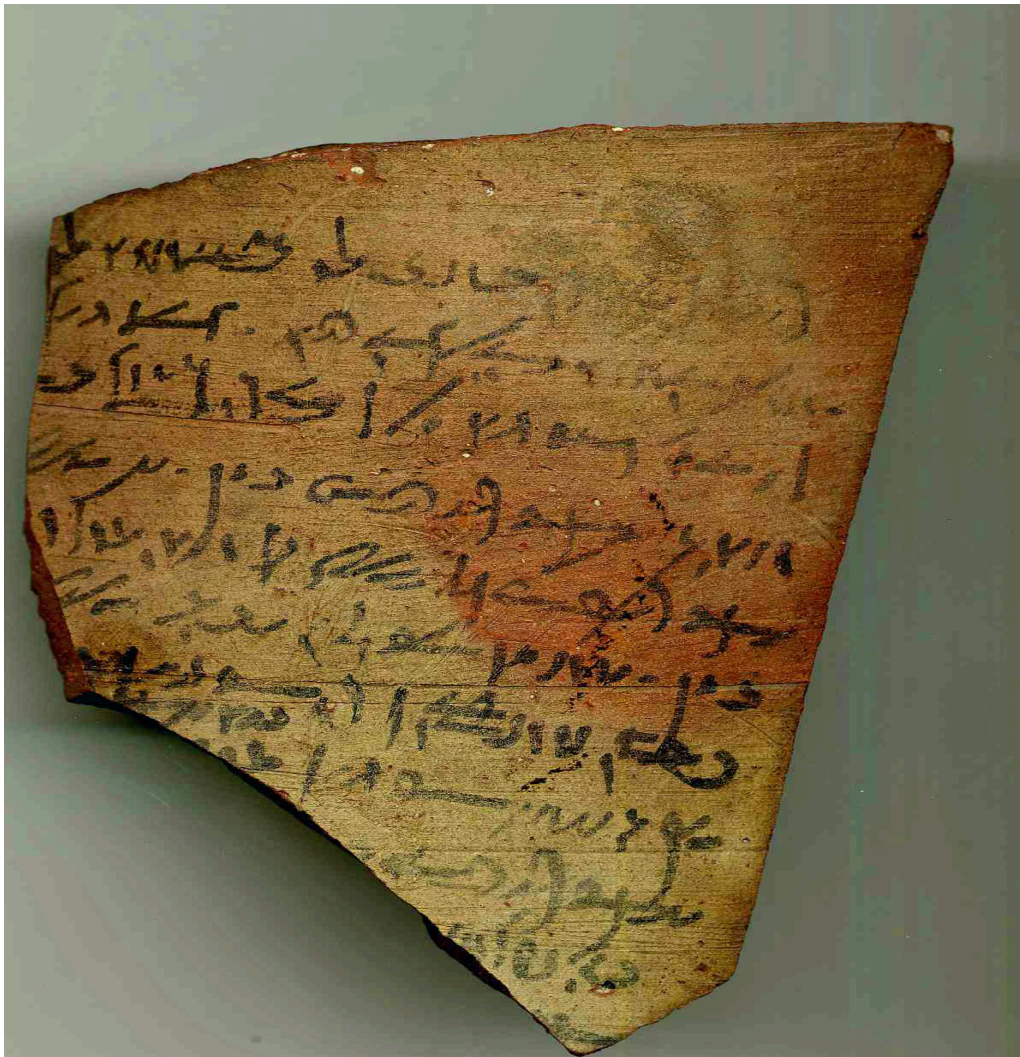
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TEMPLE OATHS IN PTOLEMAIC EGYPT

A STUDY AT THE CROSSROADS OF
LAW, ETHICS AND RELIGION



VIVIANA MASSA

TEMPLE OATHS IN PTOLEMAIC EGYPT

A STUDY AT THE CROSSROADS OF
LAW, ETHICS AND RELIGION

Proefschrift

ter verkrijging van
de graad van Doctor aan de Universiteit Leiden
op gezag van de Rector Magnificus Prof. mr. C.J.J. Stolker,
volgens het besluit van het College voor Promoties
te verdedigen op donderdag 6 december 2018
te klokke 12.30 uur

door

Viviana Massa

geboren te Moncalieri (Italië) in 1970

Promotores:

Prof. J.F. Borghouts †

Prof. O.E. Kaper

Promotiecommissie:

Dr. K. Donker van Heel

Dr. B.J.J. Haring (secretaris)

Dr. F.A.J. Hoogendijk

Prof. K. Vandorpe (Leuven)

Prof. S.P. Vleeming (Trier)

Prof. K. A. Worp

To the memory of

PROF. P.W. PESTMAN

for teaching me how to read the past

and

To my son

THOMMAS LORENZ VAN GEEL

who is the future

PREFACE

The topic of my dissertation, viz. Demotic temple oaths, was suggested to me a long time ago (1994) by the late Prof. P.W. Pestman and Prof. S.P. Vleeming, when I first came to Leiden as an Erasmus student to study Demotic and Greek Papyrology at the Papyrological Institute.

After completing my master thesis (a joint project of the Turin and Leiden University), in September 1998, I started a PhD research project on the unpublished Demotic temple oaths kept in the collection of the Turin Egyptian Museum under the auspices of the CNWS, Leiden University, with Prof. P.W. Pestman and Prof. J.F. Borghouts as supervisors. Between 1999 and 2001 I was able to make the preliminary transliterations and facsimiles of the Turin temple oaths. My work on these texts has much benefited from regular visits to the Turin Egyptian Museum and from long discussions with Prof. U. Kaplony-Heckel in her home in Marburg, where she generously made her personal notes and photographs of the Turin material available to me. In 2001, in addition to my dissertation, I started working as a teacher of ancient Greek and Latin at the Leiden Stedelijk Gymnasium. Life took over and the years went on: on the bright side, marriage, motherhood and a satisfying teaching career, on the other side, the never-ending struggle to combine it all, and the worsening health issues of Prof. Pestman, which hampered his role as supervisor. On several instances I was inclined to give up this project. In his last days, resourceful as always, Prof. Pestman made me swear I would complete my research; ever since I better understand how the pressure that comes with a solemn promise – an oath – works.

After Prof. Pestman passed away, Prof. Borghouts agreed to act as chief supervisor, although the research topic was not his specialism, and persistently encouraged me to keep researching and writing, despite my busy professional and private life and the consequent lack of time. I cannot find the words to express my gratitude to him for his loyalty and patience, and for the enormous amount of time and advice he gave me over the years. It is mainly because he stuck with me and of a part-time scholarship granted by NWO (2012-2017) that I eventually managed to keep my promise and bring this project to a close.

This has been a long-term project, which was written in several stages over the years and included a change of set-up at a given point (more than once actually). The final manuscript is not a text edition, but a study of the use, formulae and procedure of the temple oaths in the Ptolemaic Period, supplemented by an overview of ancient Egyptian oaths used in a legal setting and a selected group of unpublished Demotic temple oaths from the Turin collection given in translation.

Leiden, 28 Februari 2018

ACKNOWLEDGMENTS

Now that this long-term project has come to an end, I wish to express my heartfelt thanks to everyone who, apart from my supervisors mentioned in the Preface, has supported and encouraged me over the years.

First, I wish to thank Dr. K. Donker van Heel for all the help he provided during the last crucial months of this project. I am much indebted to him not only for critically reading my manuscript and providing me with many suggestions for improvements, but also for sharing his extensive knowledge of the Abnormal Hieratic and Demotic material and allowing me to read his unpublished manuscript on the Archive of Petebaste, son of Peteamunip. His no-nonsense attitude definitely helped me to keep focus.

I would also like to express my gratitude to Dr. F.A.J. Hoogendijk for commenting on the transcription and translations of the Greek texts and for reading preliminary versions of Chapters 1, 2 and 4. I have much benefited from her valuable tips to improve the readability of the text. Prof. A.M.F.W. Verhoogt and Prof. K.A. Worp are also sincerely thanked for discussing the Greek texts with me, as well as Dr. R. Demarée and Dr. B. Haring for their useful remarks with regard to the Deir el-Medina source material and for reading parts of the preliminary manuscript. This thesis has also benefited greatly from the critique of the lawyer R. Hub, to whom I am truly grateful.

Special thanks are due to Prof. K. Vandorpe for discussing several passages of the unpublished Turin temple oaths on various occasions and for sharing her impressive knowledge of the archives from Pathyris, contributing to identify many parties mentioned in the Turin texts. A similar debt of gratitude is due to Prof. D. Devauchelle for his valuable comments on preliminary versions of chapters 3, 4 and 5 and for his hospitality during a few study days in Lille (2015). I am also deeply indebted to Dr. S. Lippert for her willingness to discuss several passages of P. Mattha with me during my stay in Montpellier (2016) and for allowing me to read her unpublished article about the role of oaths in the Greco-Roman Period.

I further want to extend my heartfelt thanks to the staff of the NINO library for the opportunity to use the library after closing time and take books home for the weekend. Also C. van Zoest, secretary of the NINO, is much thanked for always finding time to help me out with printing and computer-related problems.

I am most grateful to Dr. A.M. Donadoni Roveri, former director of the Turin Egyptian Museum and to Dr. C. Greco, the current director, who allowed me to study the unpublished Demotic temple oaths and provided access to the ostraca whenever necessary. It is a privilege that the edition of the Turin temple oaths (scheduled for 2019) has been accepted in the series of the 'Studies of the Turin Egyptian Museum'.

This research project could not have been carried out without the financial support of the Center for Non Western Studies (CNWS, PhD scholarship 1999-2001) and the

Netherlands Organization for Scientific Research (NWO, doctoral grant for teachers 2012-2017). I also wish to thank the Leiden University Institute for Area Studies (LIAS) for providing me with an inspiring and interdisciplinary work environment, in particular Prof. M. van Crevel, former Academic Director, for his support and refreshing solution-oriented attitude.

I want to express my gratitude to B. Vieveen, rector of the Leiden Stedelijk Gymnasium, and my employer, for his willingness to grant me study leave for two days a week (2012-2017). My colleagues at school are also much thanked for their support during my research project.

My sincerest thanks go to my friends and colleagues at the Leiden University I. Morfini and Dr. R. de Boer, who agreed to be my paranymphs. I am truly grateful to J. van Aaken to patiently answer my questions about English expressions and wording, as well as to S. Moore, assyriologist and fellow PhD student at Leiden University, for checking the English of my manuscript even though he was severely pressed for time.

My acknowledgments end with my dearest ones. A special note of thanks goes to my parents, Delfina and Fiorentino, for supporting my choices and always believing in my abilities. I am glad and grateful that both of them, at the age of 90 and 96, are able to see the manuscript finished. Last, but not least, I want to thank from the depth of my heart my husband Patrick and my son Thommas for putting up with a wife and a mum often locked in her study working very late hours. This is my book, I could not have written it without your limitless support. I hope I have made you proud.

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<i>Afp</i>	Archiv für Papyrusforschung (Leipzig, 1900 ff.)
<i>Aegyptus</i>	Aegyptus. Rivista Italiana di Egittologia e Papirologia (Milano, 1920 ff.)
<i>AHDO</i>	Archives d'histoire du droit orientale (Bruxelles, 1937-1951)
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<i>BIFAO</i>	Bulletin de l' Institut Français d'Archéologie Orientale (Le Caire 1901 ff.)
<i>BiOr</i>	Bibliotheca Orientalis (Leiden, 1943 ff.)
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CDD	Chicago Demotic Dictionary (online)
CdÉ	Chronique d’Égypte (Bruxelles 1925 ff.)
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<i>GM</i>	Göttinger Miscellen (Göttingen, 1972 ff.)
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<i>JARCE</i>	Journal of the American Research Center in Egypt (Boston-Cambridge-Princeton, 1962 ff.)
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<i>OLP</i>	<i>Orientalia Lovaniensia Periodica</i> (Leuven, 1970 ff.)
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<i>P.L. Bat.</i>	<i>Papyrologica Lugduno-Batava</i> (Leiden, 1941 ff.)
<i>RIDA</i>	<i>Revue internationale des droits de l'antiquité</i> (Bruxelles, 1954 ff.)

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Vandorpe and Waebens, <i>Reconstructing Pathyris' Archives</i>	K. Vandorpe and S. Waebens, <i>Reconstructing Pathyris' Archives. A Multicultural Community in Hellenistic Egypt</i> (2010)

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Verhoogt, <i>Menches</i>	A.M.F.W. Verhoogt, <i>Komogrammateus of Kerkeosiris. The Doings and Dealings of a Village Scribe in the Late Ptolemaic Period (120–110 B.C.)</i> (P. L. Bat. 29, 1997)
Verhoogt and Vleeming (eds), <i>Studies Pestman</i>	A.M.F.W. Verhoogt and S.P. Vleeming, <i>The Two Faces of Graeco-Roman Egypt: Greek and Demotic Texts and Studies Presented to P.W. Pestman</i> (P.L. Bat. 30, 1998)
<i>Vicino Oriente</i>	<i>Vicino Oriente</i> (Roma, 1989 ff.)
Vittmann, <i>P. Rylands 9</i>	G. Vittmann, <i>Der demotische P. Rylands 9</i> , I-II (1998)
Vleeming, <i>Ostraka Varia</i>	S.P. Vleeming, <i>Ostraka Varia. Tax Receipts and Legal Documents on Demotic, Greek, and Greek-Demotic Ostraka. Chiefly of the Early Ptolemaic Period, from Various Collections</i> (P.L.Bat. 26, 1994)
<i>UEE</i>	UCLA Encyclopedia of Egyptology (online)
Westbrook (ed.), <i>Ancient Near Eastern Law</i>	R. Westbrook (ed.), <i>A History of Ancient Near Eastern Law</i> , I-II (2003)
Wolff, <i>Justizwesen</i>	H.J. Wolff, <i>Das Justizwesen der Ptolemäer</i> (1962)
<i>YJLH</i>	Yale Journal of Law & the Humanities (1989 ff.)
<i>ZÄS</i>	Zeitschrift für Ägyptische Sprache und Altertumskunde (Leipzig-Berlin, 1863 ff.)
<i>ZPE</i>	Zeitschrift für Papyrologie und Epigraphik (Köln, 1967 ff.)
<i>ZSS.RA</i> (also: <i>ZRG RA</i>)	Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Romanistische Abteilung (Weimar, 1880 ff.)

EDITORIAL ANNOTATIONS

Conventions used in the transcriptions, transliterations and translations of texts:

[]	lacuna in the original text
()	addition made by the editor for clarity and omissions
< >	mistaken omission by the ancient scribe
⌈ ⌋	deletion by the ancient scribe
⸀ ⸁	text is damaged
⸂ ⸃	interlinear addition
?	uncertain reading
...	plain dots: approximate numbers of illegible or lost words (in translations)
---	approximate numbers of illegible or lost letters and of not reported words
...	underscore dots: precise numbers of lost letters
αβγ	uncertain letters

Personal names:

When possible, for the sake of readability, Egyptian personal names in the Pharaonic Period are translated according to B. Davies, *Who's who at Deir el-Medina* (1999) and in the Ptolemaic Period by the phonetic version of their known Greek equivalents, if they exist; otherwise their Egyptian transliteration will be given instead.

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CHAPTER 1

INTRODUCTION

MEANING AND TERMINOLOGY OF THE OATH IN ANCIENT EGYPT

1. Meaning and Functioning of the Oath in Ancient Egypt: the Religious and Social Framework – 2. Egyptian Oath Terminology – 3. Use of Modern Terminology

This chapter addresses two main topics, the essential meaning and functioning of the oath in Ancient Egypt and the oath terminology, ancient and modern. The essence of the oath as an invocation to a higher authority to guarantee the veracity of the oath-taker's statement and integrity, and its functioning as an instrument of law in the ancient Egyptian society will be illustrated first, along with the general religious and moral view of the world the oath refers to and lies upon. This view is outlined through certain Egyptian terms used in the invocation formulae and by means of significant statements about oath and perjury in the Egyptian literature. The section on terminology will deal first with the basic Egyptian vocabulary of oath-taking including terms such as 'oath' and 'to swear', and the various invocation formulae. Second, modern terminology will provide a frame of reference for classifying oaths in Ancient Egypt.

1.1 MEANING AND FUNCTIONING OF THE OATH IN ANCIENT EGYPT: THE RELIGIOUS AND SOCIAL FRAMEWORK

Introduction: In the ancient Egyptian's perspective, religion and morality can barely be separated and connections between social, religious, moral and normative aspects are particularly close. Hence, ancient Egyptian terms and expressions often embodied several levels of meaning.¹ This is of particular importance and significance in the case of oaths, for the terminology used in Egyptian for oath and swearing carries various connotations and implications at an abstract level. These help us to reconstruct the framework within which the place of the oath must be understood. This framework is both religious and socio-juridical. On the one hand, it relates to certain central Egyptian beliefs about the gods, the king, the creation of the cosmos and the concept of *Ma'at* as an inherent element of it; on the other hand, it relates to the organization of society according to those beliefs, and its system of normative values and justice.

¹ J. Toivari-Viitala, *Women at Deir el-Medina: A Study of the Status and Roles of the Female Inhabitants in the Workmen's Community during the Ramesside Period* (2001), p. 15.

Oaths are traditionally sworn in the name of a god or a person of superior social standing – briefly, a ‘higher authority’ – whether based on generally accepted notions or on personal points of view.² The function of the invocation of this higher, mostly divine, authority by the oath-taker is to guarantee the veracity of the contents of the oath and the oath-taker’s own integrity in the matter in question. The system works on the basis of complete trust in the intrinsic supernatural force of the oath: by invoking powers greater than himself to uphold the truth of his statement, the oath-taker does not only invoke divine guarantee, but also divine displeasure upon himself if he fails in his sworn duties. The very fear of the consequences of this divine displeasure should prevent the oath-taker from committing perjury.

In Ancient Egypt, the proper authorities invoked to be the guarantor of oaths are mostly either the ruling king or the god(s),³ both representing divine authority, by role (the king) or by nature (the gods).⁴ The ancient Egyptian gods and kings were indeed expected to avenge any lie pronounced in their name, and the fear for their avenging and far-reaching power worked as a deterrent against perjury. This is very much in line with the above description of the functioning of oaths in general. More specifically, the trust in the functioning of the oath in ancient Egypt rested on the fundamental belief that the gods and the king were responsible for the cosmic order and for certain social norms. Accordingly, when these were violated by the interference of a false oath, somehow retaliation could be expected.

This belief is clearly embedded in the ancient Egyptian oath-terminology. As we will see in more detail in the next section, two verbs are normally used in Egyptian in the invocation formula, *ꜥnh* ‘to live’, from which the word for ‘oath’ is derived, and *wꜥh*, ‘to endure, to last, to continue to exist’. The choice of these two verbs is not coincidental, as both imply and refer to fundamental ideas of the basic Egyptian view of the constitution of the world, i.e. the background upon which the oath must be understood in the first place.⁵

The term *ꜥnh* signifies ‘life’ in all of its configurations, and began to apply when the omniscient creator god(s) brought order out of chaos by establishing the well-ordered world. Order is the inherent structure of creation, symbolized by the deified concept of *Ma‘at*, usually translated as ‘truth’ or ‘justice’, but which actually means ‘the right order’, the ideal

² In many ancient and modern societies oaths are taken under the auspices of a deity, or the king, but also noblemen and even heroes could be invoked. For an overview of oaths in various societies and historical periods, see Verdier (ed.), *Serment* I-II.

³ A few ancient Egyptian oaths addressed to local noblemen are considered ‘an extension’ of the oaths addressed to the king “at a time when powerful nobles were usurping royal prerogatives”. See Wilson, *JNES* 7 (1948), p. 129, note 3. As such, they will not be dealt with separately in this book. For specific examples, see Kaplony, *LÄ* I, col. 1189, nr. 5 and 20.

⁴ The supreme deity of the Egyptian pantheon, the creator of the ordered world sun-god Re, has delegated the power and the task of ruling over his creation and maintain order to the Pharaoh, his ‘earthly lieutenant’, as clearly illustrated in the following inscription on the Luxor temple dating to the New Kingdom: ‘*Re has placed the king NN on the land of living, for ever and ever, to judge men and satisfy the gods, to generate Ma‘at (truth) and destroy Isefet (falsehood), while making offerings to the gods*’. For more on this text, see P. Grandet, in: C. Ziegler (ed.), *The Pharaohs* (2002), p. 118.

⁵ See also Menu, in: Verdier (ed.), *Serment* I, p. 329-331.

equilibrium of the cosmos and society, of which justice is considered to be an integral part. After the creation by the gods, the king had the duty to maintain *Ma'at* and to deal both with the gods and the ever-looming threats of disorder that surrounded the cosmos.⁶ In temple scenes and in ritual literature, the king was described and portrayed as worshipping *Ma'at* and presenting her to the creator gods. The inscriptions and reliefs underline the role of the king as judge and lord of *Ma'at*, that is, lord of truth and justice.⁷ The king, like the gods, was entrusted with putting the world to rights; when he ruled, a proper order had to be maintained despite hostile cosmic forces, enabling the cosmos and thus society to be preserved and to continue. The verb *wšḥ* 'to endure, to continue to exist' embodies exactly this essential idea of the Egyptian basic concept of the world: the need of continuance, despite negative forces, of the natural and thus social order, guaranteed as long as the king rules. The verbs *snb* 'to be in good health' and *ḏd* 'to be stable', also used in the invocation formula of oaths, embody the same concept, since their opposites, illness and instability, are seen as a manifestation of chaos and disorder and, as such, as a threat to the cosmos and society.

Gods, king and humankind are thus bound together by moral obligations, chief among which is the duty to create and maintain order. The Egyptian's general conception of order has dimensions that are socially relevant, since, as stated above, their "local and cosmic visions are connected".⁸ Thus, events that threaten ordinary life and endanger its continuity (the untoward, diseases, epidemics) or infractions of normative values that jeopardize social relations, of which perjury is definitively one, may acquire more general significance as an analogy of the threatened cosmos. Any fraud, any falsehood, that is: any perversion or infraction of *Ma'at*, the deified concept of order and balance, truth and justice, could jeopardize the established order of society, and ultimately the cosmic order, and was subsequently liable to punishment. Therefore, when a person swears an oath calling upon the life and endurance of a god or the king, he engages in a solemn and binding commitment (*ṛḳ* 'to swear, to bind') vis-à-vis the supernatural powers and acknowledges the divine implications should he commit perjury.

⁶ J.R. Baines, in: B.E. Shafer, J.R. Baines, L.H. Lesko, D. Silverman (eds), *Religion in Ancient Egypt: Gods, Myths and Personal Practice* (1991), p. 124 ff. See also Assmann, *Ma'at*, especially chapters 1, p. 1-39 and 7, p. 200-236; idem, *JEA* 78 (1992), p. 149-162, in particular p. 150-151.

⁷ Many examples from Ptolemaic temples are collected by Quaegebeur, in: Cannuyer, Kruchten (eds), *Mélanges Théodoridès*, p. 201-220. See especially p. 204 and notes 17-23; p. 219-220.

⁸ Baines, in: Shafer, Baines, Lesko, Silverman (eds), *Religion in Ancient Egypt*, p. 125 ff; see also Assmann, *JEA* 78 (1992), p. 151 and 162.

Perjury and punishment: In what follows, statements about the oath, and the role of the divine authority as the guarantor of its veracity, will make explicit what is implied in the oath terminology. These extracts, mostly taken from literary texts, are likewise helpful to understand how the ancient Egyptians thought about oath and perjury, and the respect they had for the oath through the ages. Furthermore, some daily life texts from Deir el-Medina will show, as illustrated by Borghouts,⁹ how the Egyptians experienced certain physical vexations, e.g. blindness, as the result of the visitation by a god who was offended, for example by perjury, and how they “styled the workings of a socially conditioned guilty conscience as a religious phenomenon”.¹⁰

In an Old Kingdom¹¹ document dealing with a dispute about inheritance, three witnesses are summoned to swear an oath on the authenticity of a certain document.¹² In their oath the following threat concerning a manifestation of the power of the divinity invoked is added: ‘*May your manifestation (bꜣw) be against him (who may testify falsely).*’¹³ Similarly, in the invocation formula of New Kingdom oaths, ‘enforcing epithets’ sometimes follow the invoked king: (the Pharaoh/Ruler) ‘*whose manifestation (bꜣw) is worse than death*’,¹⁴ which are at the same time a reminder and a warning of the terrible punitive power of the king as the guarantor of the oath.

Warnings about the far-reaching power of the king and the gods as well as recommendations to be scrupulous when swearing an oath in their name occur regularly in the Egyptian literature through time, as well as statements concerning the role of the oath or references to false oaths.¹⁵ For instance, in the Middle Kingdom’s loyalist instruction of Sehetpibre, the chief treasurer of Amenemhet III, to his children, he advises them to behave toward the king as follows: “*Fight for his name, respect the oath in his name (twꜣ hr ꜥnh=f), and you will be clear from a taint of disloyalty*”.¹⁶ Among the qualities of Amenhotep, son of Hapu, in the early New Kingdom, were listed the following ones: ‘*Making the Oath of his Lord to endure (srwd ꜥnh n nb=f), respecting his name, worshipping his power*’.¹⁷

Moreover, instructions or wisdom literature at all times contain, almost without exception, statements and warnings about oath and perjury.¹⁸ Many passages of the

⁹ Borghouts, in: Demarée and Janssen (eds), *Gleanings*, p. 1-70; see especially p. 1-20.

¹⁰ Vleeming, *Ostraka Varia*, p. 133.

¹¹ For the sake of simplicity, in this chapter the periods of Egyptian history are mentioned without reporting the dates pertaining to them (for which see Chapter 2, *passim*).

¹² P. Berlin P 9010: for translation (partly) and bibliography see Chapter 2, ex. 24, p. 52.

¹³ For the translation(s) of the notion *bꜣw* see Borghouts, in: Demarée and Janssen (eds), *Gleanings*, especially p. 32.

¹⁴ See Borghouts, *ibidem*, p. 9 and note 34 for various examples, and p. 31-32.

¹⁵ Several examples are collected by Wilson, *JNES* 7 (1948), p. 149-151.

¹⁶ Stela of Sehetpibre, ll. 17-18.

¹⁷ Statue Cairo CG 583, l. 9.

¹⁸ See for instance the Instruction of Insinger, 12, l. 11 etc. Note, in particular, passage 33, l. 17: “*the one who hastens to take an oath is the one whose death will hasten*”; and in a previous passage 33, l. 10: “*the god does not forget, retribution does not rest*”.

Instruction of Amenemope (New Kingdom), for instance, deal with the fate of someone who commits a fraudulent act (in the passage quoted below concerning a plot of land) and then takes a false oath on this matter. The oath-breaker receives a visitation by the tutelary moon-god Thot whose name he offended: ‘*A ploughing furrow worn down by time, the one who suppresses it in the field:*¹⁹ *when he is caught in (swearing) false oaths, he will be taken captive by a manifestation (bꜣw) of the Moon*’.²⁰

Apart from the literary examples quoted and referred to above in which divine forces were expected to punish the transgressor, and divine vengeance could be understood as an abstract literary theme, there are records of private persons being ‘visited’ by an offended punitive god. Some daily life texts from Deir el-Medina show how an inappropriate or offensive act towards the god is connected with a divine reaction, often described as ‘*a manifestation (bꜣw) has come about*’, or in a similar way. The nature of the infringements could take on different forms, as could the concretization of the consequent divine punishment.²¹

An additional handful of texts specifically combine the false oath theme with the mention of the punitive *bꜣw* of the god, demonstrating the ancient Egyptian belief in the causal relationship between perjury and a manifestation of divine justice. The following text provides a good example of how the guilty conscience of an oath-breaker made him establish the connection in retrospect between the perpetrated offensive perjury and the appearance of sudden blindness, the latter being seen as the tangible sign of the visitation by the offended god.²² “...*I am a man who swore falsely to Ptah, the Lord of truth. He caused that I see darkness by day. I will speak of his manifestation (bꜣw) to him who does not know it (and) to him who knows it, to the small (and) the great ones. Beware of Ptah, the Lord of truth. See, he does not overlook a fault of anyone. Avoid pronouncing the name of Ptah falsely ...*”²³. A warning then follows to anyone who may similarly swear a false oath in the name of Ptah.

Although the notion of *bꜣw* mostly evokes dread and terror, in another close parallel to the British Museum text, Stela Turin N 50044, the oath-breaker seems to have been forgiven by the god whose name he had offended by committing perjury.²⁴ A clear example of a confession of guilt along with a request to the deity to be forgiven occurs in another

¹⁹ Translation after Borghouts, in: Demarée and Janssen (eds), *Gleanings*, p. 12. Differently Wilson, *JNES* 7 (1948), example 123, p. 150: ‘*he who acts fraudulently in the fields*’ and Merschauer, *Threat-Formulae*, p. 203: ‘... *the one who confiscates it from the field ...*’.

²⁰ Instruction of Amenemope, 7, ll. 16-19. Cf. Instruction of Amenemope 8, ll. 9-12 and 19, ll. 6-9, both translated by Borghouts, in: Demarée and Janssen (eds), *Gleanings*, respectively p. 11 and p. 12.

²¹ The notion of *bꜣw* in general and more specifically the expression *bꜣw (nꜥr) hꜣpr(w)* ‘*a manifestation (of a god) has come about*’ have been fully discussed by Borghouts, in: Demarée and Janssen (eds), *Gleanings*, p. 1-70; for the infringements and punishments, see especially p. 9 and 19. For the non-religious and non-literary texts from Deir el-Medina, see p. 3-10.

²² This is a rare example of a concrete punishment. As remarked by Borghouts, in: Demarée and Janssen (eds), *Gleanings*, p. 33, usually “we have little insight into the details of the diagnosis of *bꜣw*”. For the interpretation of ‘*darkness by day*’ as a probably temporary darkness: *ibidem*, p. 7 and note 31.

²³ Stela BM EA 589, ll. 2-5.

²⁴ This text has likewise been translated and discussed by Borghouts, in: Demarée and Janssen (eds), *Gleanings* (1982), p. 6.

document from Deir el-Medina, P. DeM 15. This is a letter from carpenter Khonsu to his mother, in which he requests her to intervene on his behalf and ask the tutelary god of the oath for forgiveness for breaking his promise. There is no mention here of a visitation by the god at this point; maybe Khonsu's request was intended to prevent that from happening: *The carpenter Khonsu to his mother, the (female) citizen Nofretkha: in life, prosperity, and health! Moreover: "I swore saying: 'I will not eat a haunch or tripe either', but see, I have eaten them. I won't do it again. Tell the god by whom I swore to be merciful".*²⁵

Similar private secular texts, such as those from Ramesside Deir el-Medina in which perjury and retaliation by the tutelary god(s) are so clearly associated, are to my knowledge lacking in later times.²⁶ Rather, the intrinsic belief in the retaliation by gods has moved to the public domain. Indeed, many Ptolemaic temple inscriptions and reliefs illustrate the same belief that gods could be offended when certain norms were violated, and that retaliation could then follow in some form. In the temple of Khonsu at Karnak, for example, on the Gate of Ptolemy III Evergetes, which is also known as a *Rwt-djt-M3.t* 'Gate-of-giving-justice' and as a place for the utterance of temple-oaths,²⁷ the god Khonsu receives the epithets of *s3b* 'judge' and *p3 ir s3r* 'the one who determines the destiny'.²⁸ Moreover, it is said that 'his *b3w* (Khonsu's) takes possession of the one who says falsehood on the dromos of the Bnnt-temple'.²⁹

In summary, the force of the oath and its functioning lie in and depend on the socially accepted and commonly shared belief in possible retaliation by divine forces against anyone who somehow offended or betrayed them. Therefore, by committing perjury, the oath-breaker not only offended their name (a kind of *lèse-majesté*),³⁰ but also broke the norms, viz. to speak the truth, agreed upon by society. This belief in the omnipotence and omniscience of the tutelary god or king, and the fear of his avenging and punitive power (*b3w*) against any falsehood was intended to prevent any perjury or breaking of vows. This is the meaning of the oath, which made it a valid instrument of truth and law for such a long time. This may

²⁵ P. DeM 15, ll. 1-3.

²⁶ Although not of the genre 'private secular texts', the so-called 'Myth of the Sun's Eye' – a literary text from the 2nd century A.D. preserved in many Demotic versions and a Greek translation – is worth mentioning in connection with the theme of false oaths/divine wrath. Particularly relevant is the animal-fable in which mother vulture and mother cat promise by oath, with Re as witness, to leave each other's young ones alone while out hunting. Nevertheless, both of them break the oath, each one differently, with the divine wrath (*b3w*) as a consequence (P. Leiden 384, 2, 14 – 3, 8). The text was first published by W. Spiegelberg, *Der ägyptische Mythos vom Sonnenauge* (1917) and re-edited by F. de Cenival, *Le Mythe de l'oeil du soleil* (1988), about which see the criticism by Smits, *BiOr* 49 (1992), p. 80-95. See also the translation and commentary by A. Loprieno, in: O. Kaiser (ed.), *Texte aus der Umwelt zum Alten Testament*, III: *Mythen und Epen* (1995), p. 1038-1077.

²⁷ For more about these matters, see below p. 117-118 and p. 204.

²⁸ Quaegebeur, *OLP* 6/7 (1975/76), p. 470, notes 63 and 69; idem, in: Cannuyer, Kruchten (eds), *Mélanges Théodoridès*, p. 219, note 120. The same epithet of (*3yty*) *s3b* "judge" connotes the king as well: see *ibidem*, p. 219, note 122.

²⁹ Sethe, *Urkunden* VIII, Bab el Amara 109.

³⁰ Borghouts, in: Demarée and Janssen (eds), *Gleanings*, p. 9.

seem odd to our secularized society, but since the Egyptians took their gods seriously it is highly unlikely that they treated an oath lightly.³¹ Evidently, they certainly did not.

Nevertheless, throughout its long historical development, the oath went through several adjustments and even times of weakness. Those adjustments have to be seen in the light of both the belief in divine justice and intervention in human life, and the developments of the earthly juridical system over the course of time. The appearance, for instance, of penalty clauses that were increasingly attached to the oath text in the New Kingdom and examples of oaths that had to be repeated or emphasized, have made scholars wonder about a weakening of the binding force and social impact of the oath by the end of that period.³² Wilson suggests that the multiplication of oaths from the 18th dynasty onwards had resulted in a real inflation in the Ramesside Period (19th-20th dyn.), which ultimately may have led to a temporary erosion of the force and impact of the oath due to its overuse. This erosion would have been compensated by an increase in additional statements and explicit sanctions to strengthen the impact of the oath. Also, according to Wilson, these earthly, explicitly stated penalties in addition to the sanction implicit within the oath (that is: retaliation by the gods) may indicate that fear of ‘human vengeance’ had become more powerful, or at least was of more immediate effect, than fear of ‘ultimate divine vengeance’.³³

In my opinion, however, the apparent ‘multiplication’ of oaths in the Ramesside Period, like the quasi ‘disappearance’ of oaths in the following Third Intermediate Period (21st-23rd dyn.), could just be a question of extant sources, and the appearance of penalty clauses a legal development. According to Diodorus of Sicily, in the time of pharaoh Bocchoris (24th dyn.) oaths, despite the scarcity of surviving examples from that period, were considered “the mightiest guarantee of good trust known among men”, since the Egyptians respected and feared the gods and the oaths.³⁴ And indeed, in the Late Period (25th-30th dynasties), and in the Ptolemaic Period the use of oaths was widely attested again, which means that the ancient Egyptians still believed in the power and effectiveness of the oath as an instrument of truth and law.³⁵

With regard to oaths as an instrument of law, it should be remarked that while the impact, binding force and functioning of the oath on the whole depend on the belief in supernatural forces and repercussions, the actual functions and uses of the oath itself as an

³¹ Wilson, *JNES* 7 (1948), p. 155. Despite the secularization of our society, even today there are persons giving testimony in court who swear an oath to tell the truth on the Bible (although not required by law), which is based on the same assumption of divine punishment for perjury.

³² Wilson, *JNES* 7 (1948), p. 155-156; see also Menu, in: Verdier (ed.), *Serment* I, p. 338-339 and 343.

³³ Wilson, *ibidem*, p. 156.

³⁴ Diodorus Siculus, *Bibliotheca Historica*, I, 77 and I, 79. Cf. Helms, in: Verdier (ed.), *Serment* I, p. 137 and Malinine, *BIFAO* 46 (1947), p. 97.

³⁵ The appearance of the so-called oath-helpers (see definition below, p. 20) in certain late Ptolemaic temple oaths to strengthen the credibility of the oath-taker and the veracity of his oath has also raised the question whether late Ptolemaic temple oaths may have lost their absolute binding power, perhaps also due to frequent usage, similarly to what may have happened with the oaths in the Ramesside Period. For more on this matter, see Chapter 3, p. 140.

instrument of law have a strong affinity with jurisdiction.³⁶ In other words, the oath extends to both the supernatural justice and the earthly law system, or at least the juridical oaths (that is: oaths dealing with legal matters) do.³⁷ In fact, one can say that the juridical oaths contain a double commitment by the oath-taker: a commitment of ‘superior’ and divine order to the supernatural forces, with terrible long-term consequences of divine vengeance for perjury, and a legal commitment to his opponent and to the legal authorities supervising the event, facing more material, earthly and short-term consequences. The uses of these juridical oaths and their development from a legal point of view, along with the changes in the scribal and legal practices in the time spanning from the Old Kingdom through to the Ptolemaic Period (ca. 2600–30 B.C.), will be addressed in Chapter 2.

³⁶ See Assmann, *JEA* 78 (1992), p. 162.

³⁷ As stressed by Assmann, *ibidem*, p. 150-151 and 162.

1.2 EGYPTIAN OATH TERMINOLOGY

The Egyptian language and the script in which it was written went through profound changes through time. In the long history of oath-taking in Ancient Egypt which is treated in this book (ca. 2600 B.C–30 B.C.), the oaths also became couched in various phraseologies. However, the basic Egyptian vocabulary of oath-taking, that is to say the words for ‘oath’ and ‘to swear’, as well as the terms used to impose the oath remained the same throughout the different stages of the Egyptian language, despite using different grammar and being written in different scripts. In contrast to the basic vocabulary, the terms used to invoke the god(s) and the king, that is: the invocation formulae, did actually change through time and also varied according to whether the oath was dealing with legal matters or not (see Table 1 below).

1.2.1 Words and Expressions for Oath and Swearing an Oath in Ancient Egyptian

Two terms are commonly used in ancient Egyptian for oath and swearing an oath: *ꜥnh* which can be used as an independent noun ‘oath’ or in the expression *ir ꜥnh* ‘to take an oath’ (literally: ‘to make, to perform an oath’); and *ꜥrk* ‘to swear’ (literally: ‘to bind’). Both terms appear to have a primary meaning from which the extended meanings ‘oath’ and ‘to swear’ are probably derived.³⁸

- *ꜥnh* ‘oath’ and *ir ꜥnh* ‘to take an oath’

The primary meanings of *ꜥnh* are ‘to live’ as a verb and ‘life’ as a noun, and remain in use in the Egyptian sources from the Old Kingdom up to the Ptolemaic Period. The secondary meaning ‘oath’ of the noun *ꜥnh* appears increasingly from the end of the Middle Kingdom onwards.³⁹ Wilson suggests that the translation of *ꜥnh* ‘oath’ may have derived from the use of the primary meaning of this word, ‘to live’, as the first component of a customary invocation formula of the oath: *ꜥnh* NN ... “As true as⁴⁰ NN (a god or the king) lives ...” (text of the oath follows), which was used in oaths from the Old Kingdom onwards.⁴¹ This formula connects a certain sacred or revered person, a ‘divine authority’, with the contents

³⁸ The history of the Egyptian words *ꜥnh* and *ꜥrk* and the development of their meaning have previously been addressed by scholars such as Wilson, *JNES* 7 (1948), p. 129-130; McDowell, *Jurisdiction*, p. 33-37; Menu, in: Verdier (ed.), *Serment* I, p. 329-335.

³⁹ See Wilson, *JNES* 7 (1948), p. 130; Menu, in: Verdier (ed.), *Serment* I, p. 331; Kaplony, *LÄ* I, col. 1189; Lurje, *Studien*, p. 138.

⁴⁰ Note that the translation ‘As true as’ – or its abbreviated version ‘As’ which will be used henceforth – is just a corresponsive construction, a translator’s method since these words are found nowhere in the Egyptian text. For the grammar, see J.F. Borghouts, *Egyptian. An Introduction to the Writing and Language of the Middle Kingdom* (2010), 56 b (ii), p. 204-205.

⁴¹ Wilson, *JNES* 7 (1948), p. 130.

of the oath-statement. The use of the petrified verb form *ʕnh* as a noun ‘oath’ probably derives from this equation.⁴²

The expression *ir ʕnh* ‘to take an oath’ exists alongside the verb *ʕrk* ‘to swear’ in the Egyptian sources, at least since *ʕnh* is attested as a noun. They usually have a similar meaning, with the exception of some Late Egyptian oaths (see below).

• *ʕrk* ‘to swear’ or ‘to forswear’

The meaning of *ʕrk* ‘to swear’ is attested from the Middle Kingdom onwards⁴³ and is expressed by the use of two determinatives. One consists of a band of strings or linen, which significantly is also used in Egyptian to determine deeds and documents, conveying thereby the idea of the oath as a *binding* commitment. The other is the man with hand to mouth, symbol of any abstract event, included an oral statement. Since *ʕrk* ‘to swear’ embodies the idea of binding someone to say or do something, it seems likely that this meaning has originally been related to or derived from the verb with the same root *ʕrk* ‘to bind, to wrap’, as suggested by Wilson.⁴⁴ The prepositions usually associated with this verb are *m* or *n* (to swear ‘by’ or ‘to’ someone) and *hr* (to swear ‘on’ or ‘away from’ something).

The verb *ʕrk* ‘to commit (oneself)’ and the expression *ir ʕnh* ‘to take an oath’ usually have a similar meaning. Some scholars, however, have pointed out that in Late Egyptian sources, especially from Deir el-Medina, the verb *ʕrk* does not always correspond exactly to the expression *ir ʕnh*.⁴⁵ This expression appears to be used widely and indifferently with affirmative and negative oaths, but still retains the meaning ‘to take an oath’ each time.

⁴² Cf. Kaplony, *LÄ I*, col. 1190, nr. 40 and nr. 44, who suggests that a similar semantic development, though not that long-lasting, is to be seen with the verbs *wšh* ‘to endure’, ‘to last’ and *mr* ‘to love’. According to him, these verbs, which are commonly used in the invocation formula of the oath in the New Kingdom, in a corresponsive/paratactic sentence like that with *ʕnh*, are also occasionally attested as a noun for ‘oath’. Unfortunately, the examples given by Kaplony do not support this theory and must be translated as verb forms. So nr. 40 must be translated as follows: “I said: ‘As endures (...)’...”; and nr. 44: “As lives for me and as loves me [Re ...]”.

⁴³ See Wilson, *JNES* 7 (1948), ex. 87, p. 144; Kaplony, *LÄ I*, col. 1195, nr. 23.

⁴⁴ Wilson, *JNES* 7 (1948), p. 130; see also Menu, in: Verdier (ed.), *Serment I*, p. 330-331 and 338-339. Cf. also Morschauser, *Threat-Formulae*, p. 260. According to El-Aguizy, *BIFAO* 96 (1996), p. 1, note 4, the term *ʕrk* as ‘to bind oneself with’ equals a modern Arabic expression. Worth mentioning is the Egyptian verb *snh* ‘to bind’ which is used in connection with an oath in a Turin magical papyrus from Deir el-Medina (P. Turin CG 54051). In this text, dealing with the goddess Isis tricking her father Re into disclosing his true name so that her son Horus can be the new king, the concerned passage reads as follows: (Re is speaking to Isis): “If (now) the first time occurs that something leaves my heart, then communicate it to your son Horus after you have bound him with a divine oath (*snh-n=t sw m ʕnh ntr*) which you should impose (upon) the god by his eyes”. And the great god gave his name away to Isis, great of magic. Translation after J.F. Borghouts, in: S.É. Thompson and P. der Manuelian (eds), *Egypt and Beyond. Essays presented to Leonard H. Lesko* (2008), p. 41-48 (specifically p. 43). See also A. Roccati, *Magica Tauriniensa* (2011), p. 143 (transcription) and p. 167 (translation); see meaning of *snh* ‘vincolare’.

⁴⁵ See McDowell, *Jurisdiction*, p. 33-36 with further bibliography on the subject.

On the contrary, the verb ṣrk seems to be used less commonly and, particularly when constructed with a reflexive suffix pronoun and the preposition ḥr (ṣrk=f sw ḥr ... ‘*he binds himself on/off* something’), was practically confined to negative oaths, i.e. when the contents of the oath was a denial, either a promise not to do something or a denial of being in possession of the disputed object, or knowing its whereabouts. In these cases the meaning that better fits the context seems to be the one of rejecting or denying something by means of the oath, and therefore the best translation for ṣrk may be ‘to forswear’ or ‘to abjure’.⁴⁶ However, this distinction does not apply to sources from earlier or later periods.⁴⁷

- $(r)dj.t \text{ ṣnh}$ ‘to give an oath’ and $(r)dj.t \text{ ṣrk/ir ṣnh}$ ‘to cause to swear/take an oath’

Apart from the more neutral formulations that a given person ‘takes an oath’ or ‘swears’, some sources, especially those reporting the legal context of the oath, attest that the oath was ‘given’ by someone to the oath-taker, or that the latter was made to take or swear an oath. In both cases the Egyptian verb used is $(r)dj.t$ ‘to give’ (lexical use, examples *a* below) or, when constructed with an infinitive, ‘to make NN do’ something or ‘to cause that NN does’ something (auxiliary use with a causative meaning, examples *b* below):

- a* $(r)dj.t \text{ ṣnh } n \dots$ ‘to give an oath to NN’, often used in a passive form:
 $p^3 \text{ ṣnh } (r)dj=f w n \dots$ ‘the oath was given to NN’
- b* $dj.t \text{ ṣrk} \dots$ ‘to cause that NN swears’ or ‘to make NN swear’
 $dj.t \text{ ir } \dots \text{ ṣnh}$ ‘to cause that NN takes an oath’ or ‘to make NN take an oath’

The expressions $dj.t \text{ ṣrk} \dots$ and $dj.t \text{ ir } \dots \text{ ṣnh}$ literally: ‘to make NN swear’ and ‘to make NN take an oath’, as seen in the given examples in *b* above, are used alongside each other in the sources and are usually synonymous with ‘to impose an oath upon NN’ or ‘to require an oath from NN’; both expressions are regularly attested in the sources from the Old Kingdom through the Ptolemaic Period. The identity and the position of the one who imposes the oath differ from case to case and from period to period, and can be explicitly mentioned or left unspecified.

The less commonly used expression $(r)dj.t \text{ ṣnh } n \dots$ literally: ‘to give an oath to NN’ of example *a* above, on the contrary, can be more specifically translated with ‘to impose an oath upon NN’, when it clearly refers to the (legal) authority who exacts the oath from the oath-taker, or with ‘to administer an oath to NN’, when it refers to the person, for example a priest, assisting the oath-taker at the oath-taking ceremony and dealing with its administration, i.e. the correct performing of the oath-taking. The context usually indicates

⁴⁶ For all the examples known, see *ibidem*; cf. R.A. Caminos, *Late Egyptian Miscellanies* (1954), p. 185.

⁴⁷ For instance, in the Ptolemaic Period the use of ṣrk alongside ir ṣnh with a similar meaning is attested in P. Mattha, about which see § 4.5.2.

which of the two translations is appropriate. However, at times the meaning of $(r)dj.t \text{ } \textit{ḥnh} n$... is fairly literal, indicating that the ostracon or the papyrus bearing the oath-text was actually entrusted to someone, usually a different person from the oath-taker.⁴⁸

1.2.2 The Invocation Formulae: Terms Used to Invoke the King and the God(s)⁴⁹

As previously mentioned, ancient Egyptian oaths are usually taken in the name of the ruling king, a god, or gods; occasionally the king and a certain god are invoked together in the same sworn statement. That is the case for instance with many New Kingdom oaths being taken under the auspices of both Pharaoh and the god Amun. In general, though, the king seems to be invoked more commonly than gods as the guarantor of oaths dealing with legal matters (the so-called juridical oaths, for which see below). This is not surprising as the king was traditionally considered to be the source of law, due to his power to issue decrees, and the executor of justice.⁵⁰ However, in the Ptolemaic Period, when new forms of power became current and indigenous kingship lost its value and authority as an assertive factor, only gods appeared as guarantors of the Egyptian juridical oaths, the so-called temple oaths.⁵¹ Moreover, when the king himself is the one who swears, he usually invokes a god; less frequently he swears in his own name. Gods normally swear in the name of another god.⁵² The subject matter and context of such oaths, in which the king and gods are also the oath-takers, are usually non-juridical, but rather historical or religious. The following table summarizes the main invocation formulae used in the ancient Egyptian oaths:⁵³

⁴⁸ As in the so-called trustee-formula in the Ptolemaic temple oaths, for which see § 3.3.3.

⁴⁹ On the invocation formula in general see Wilson, *JNES* 7 (1948), p. 151-152; Menu, in: Verdier (ed.) *Serment* I, p. 332-335; Lurje, *Studien*, p. 132-141; Kaplony, *LÄ* I, cols. 1189-1191; J. Vergote, *Joseph en Égypte* (1959), p. 162-167. On the grammatical aspects of this formula, see F. Junge, *Neuägyptisch. Einführung in die Grammatik* (1996), p. 307-309. See also P.J. Frandsen, *An Outline of the Late Egyptian Verbal System* (1974), p. 127-140. Note that there still are conflicting opinions among scholars about the interpretation and translation of $\textit{ḥnh}$ in oaths, see for instance Borghouts, *Egyptian* (2010), p. 204-205, who is inclined to see it as what is traditionally called a perfective $\textit{sdm}=f$ (argument: the immanent feature of always being, pertinent to a god) against for instance A. Gardiner, *Egyptian Grammar* (1957), § 218, p. 164-165: $\textit{sdm}=f$ in a virtual clause of asseveration or as a prospective $\textit{sdm}=f$ (argument: it is a future condition).

⁵⁰ On the king and legal matters, including oaths, see for instance Morris, in: Lloyd (ed.), *Companion to Ancient Egypt* (2010), p. 215.

⁵¹ The royal oaths taken in the name of the Ptolemaic rulers – the βασιλικοὶ ὅρκοι – are in fact a Greek form of oath. See below, § 2.4.1.

⁵² The invocation formulae of oaths taken by the king himself or by a god are collected by Menu, in: Verdier (ed.), *Serment* I, p. 332-333 and 335 respectively; cf. Kaplony, *LÄ* I, col. 1189, nr. 13-16 and 17-19; and Lurje, *Studien*, p. 133-134 and 140.

⁵³ The invocation formula of oaths addressed to noblemen, due to their being an extension of those taken in the name of the king, is not charted separately (see note 3 above). Moreover, the table does not contain the invocation formulae of the few Ptolemaic temple oaths drawn up in Greek (for which see § 2.4.2).

Table 1. The Main Invocation Formulae of Ancient Egyptian Oaths

Verb and use	King*	God(s)	King + God(s)
ꜥnh “As lives ...” <u>Context of use:</u> in juridical and non-juridical oaths <u>Period of use:</u> Old Kingdom – Ptolemaic Period	ꜥnh (n=j) njswt / ... “As the king / NN lives (for me)”⁵⁴ [OK – NK] ꜥnh pr-ꜥ “As Pharaoh lives” [NK – Ptol. Per.]	ꜥnh (n=j) ... “As NN lives (for me)” [1st IP – Late Per.] ꜥnh ... iw=f ḥtp dj irm ntr nb ntj ḥtp (dj) irm=f “As NN lives, who rests here and each god who rests (here) with him” [Ptol. Per.]	ꜥnh n=j njswt ꜥnh n=j ntr “As the king lives, as the god lives for me” [MK] ꜥnh Imn ꜥnh pr-ꜥ “As Amun lives, as Pharaoh lives” *** [3rd IP – Late Per.]
ꜥnh + other verbs (paratactic formula) <u>Context of use:</u> in juridical and non-juridical oaths <u>Period of use:</u> Old Kingdom – Ptolemaic Period	---	ꜥnh n=j mr wj R^c ḥsj wj it=j Imn / Tm “As lives for me, as Re loves me, as my father Amun/Atum favors me” ** [NK – Late Per.] ꜥnh ḏd snb (n=j) ... “As NN lives, is stable, is healthy for me” [NK – Ptol. Per.]	See below w3h
w3h “As endures ...” <u>Context of use:</u> in juridical oaths <u>Period of use:</u> New Kingdom – Late Period	w3h p3 njswt / ... “As the king / NN endures” [NK] w3h p3 ḥk3 “As the Ruler endures” [NK] w3h k3 ... “As the Ka (of) NN endures” [NK; Late Per.]	w3h ... “As NN endures” [NK; 3rd IP] w3h k3 ... “As the Ka (of) NN endures” [NK; Late Per.]	w3h Imn w3h p3 ḥk3 “As Amun endures, as the Ruler endures” [NK] w3h p3 ḥk3 w3h Imn “As the Ruler endures, as Amun endures” [NK] w3hh Imn ꜥnh Pr-ꜥ “As Amun endures, as Pharaoh lives” [3rd IP – Late Per.]

* Facultative exclamatory clause: “May he live, be prosperous and healthy!”

** Facultative exclamatory clause: “As my nostrils are rejuvenated with life and satisfaction!”

*** Facultative exclamatory clause: “May he be healthy and may Amon give him victory!”

⁵⁴ Contrary to Wilson, *JNES* 7 (1948), p. 132, who suggests to translate the formula ꜥnh=j “As I swear”.

The oldest, and longest-lasting, invocation formula of the oath runs as follows: “*As the king NN or god NN lives ... (follows the text of the oath)*”. The king is usually invoked by his name or only with the term *njswt* ‘king’ (Old, Middle and New Kingdom); *ḥkꜣ* ‘ruler’ (New Kingdom) or *pr-ḥ* ‘pharaoh’ (from the New Kingdom onwards).⁵⁵

The god, on the contrary, was usually invoked by name, and this varied according to the provenance of the oaths, although in the New Kingdom and at later times some of the gods occupied a standard place in the invocation formula (such as Amun in New Kingdom oaths). Occasionally the term *ntrw* ‘gods’ is used. In the Demotic temple oaths from the Ptolemaic Period the collective term *ntr nb* ‘each god’ is mentioned as a standard element following the name of the chief god of the oath: “*As (god) NN lives, who rests here and each god who rests here with him*”. Finally, both the king and the god can be invoked by their ‘ka’ (*kꜣ*), which is a kind of spiritual double, a sustaining spirit.⁵⁶

Two verbs, as mentioned, are normally used in the surviving Egyptian oaths for invoking the god(s) or the king, *ꜣnh* ‘to live’ and *wꜣh* ‘to endure, to last, to continue to exist’. The latter, however, did not have as long a period of usage or as wide a field of application as the verb *ꜣnh*. In fact, the formula *ꜣnh NN* “*As NN lives ...*” was already used in the Old Kingdom and continued with only slight modifications through the Ptolemaic Period, in both juridical and non-juridical oaths. The *wꜣh*-formula, by contrast, appears to be practically confined to the juridical oaths of the New Kingdom: after becoming widely applied in the late Ramesside Period (19th and 20th dynasties) in the form *wꜣh Imn wꜣh pꜣ ḥkꜣ* “*As Amun endures, as the Ruler endures*”, it almost disappeared from the sources in later periods.⁵⁷ Other verbs which may occur as supporters of the veracity of the oath in the oath invocation formulae are *snb* ‘to be in good health’, *ḏd* ‘to be stable’, *mr* ‘to love’, *ḥs* ‘to favour, to praise’, *ḥtp* ‘to be in peace, to rest’, all often combined with the verb *ꜣnh*.⁵⁸

The use of all the verbs above, either employed in juridical or non-juridical oaths, rests upon their connecting some superior, divine being with the oath-taker and the contents of the oath-statement. Whatever combination of terms occurs in the invocation formulae, the meaning of it remains the same: the invoked supernatural force will guarantee the truth of the oath and punish any lie, as explicitly stressed by enforcing epithets that may be added to the standard invocation formula (see above).⁵⁹

⁵⁵ Kaplony, *LÄ I*, cols. 1189-1190; Vergote, *Joseph en Égypte*, p. 165-167.

⁵⁶ See Wilson, *JNES 7* (1948), exs. 19, 25, 27 etc. p. 133-134; Kaplony, *LÄ I*, col. 1190, nr. 45; Menu, in: Verdier (ed.), *Serment I*, p. 334.

⁵⁷ Wilson, *JNES 7* (1948), p. 151-153; Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 80-81. For the Abnormal Hieratic oaths comprising the *wꜣh*-formula, see Chapter 2, p. 60.

⁵⁸ Examples in Wilson, *JNES 7* (1948), p. 132 ff; Kaplony, *LÄ I*, col. 1190; Menu, in: Verdier (ed.), *Serment I*, p. 332-333 and 335.

⁵⁹ This ‘expanded’ invocation formula, that is: a threat or malediction as a component or addition to the oath, occurs especially in New Kingdom oaths for which see Chapter 2, p. 45.

1.3 USE OF MODERN TERMINOLOGY IN THIS BOOK

1.3.1 Classifications and Definitions of Oaths

It is still unknown how, or even if, the Egyptians classified the oaths themselves, since almost any surviving type of oath from ancient Egypt is simply called *ḥnh* ‘oath’ (see above). The Egyptians, apparently, did not feel the need to create a specialized legal vocabulary or technical terminology on this matter. Consequently, the term *ḥnh* ‘oath’ is an ‘amorphous’ cover term for various kinds of oaths, which reveals little about their contents or use.

In only a few cases the Egyptians used more specific terms than single *ḥnh* to define an oath, such as the phraseologies *ḥnh n nb* ‘oath (in the name) of the king’ and *ḥnh n ntr* ‘oath (in the name) of the god’. Unfortunately, this culture-bound terminology does not actually reveal – beyond the obvious difference in the invoked authority – what differences, if any, in contents, circumstances and use there were between these types of oaths.⁶⁰

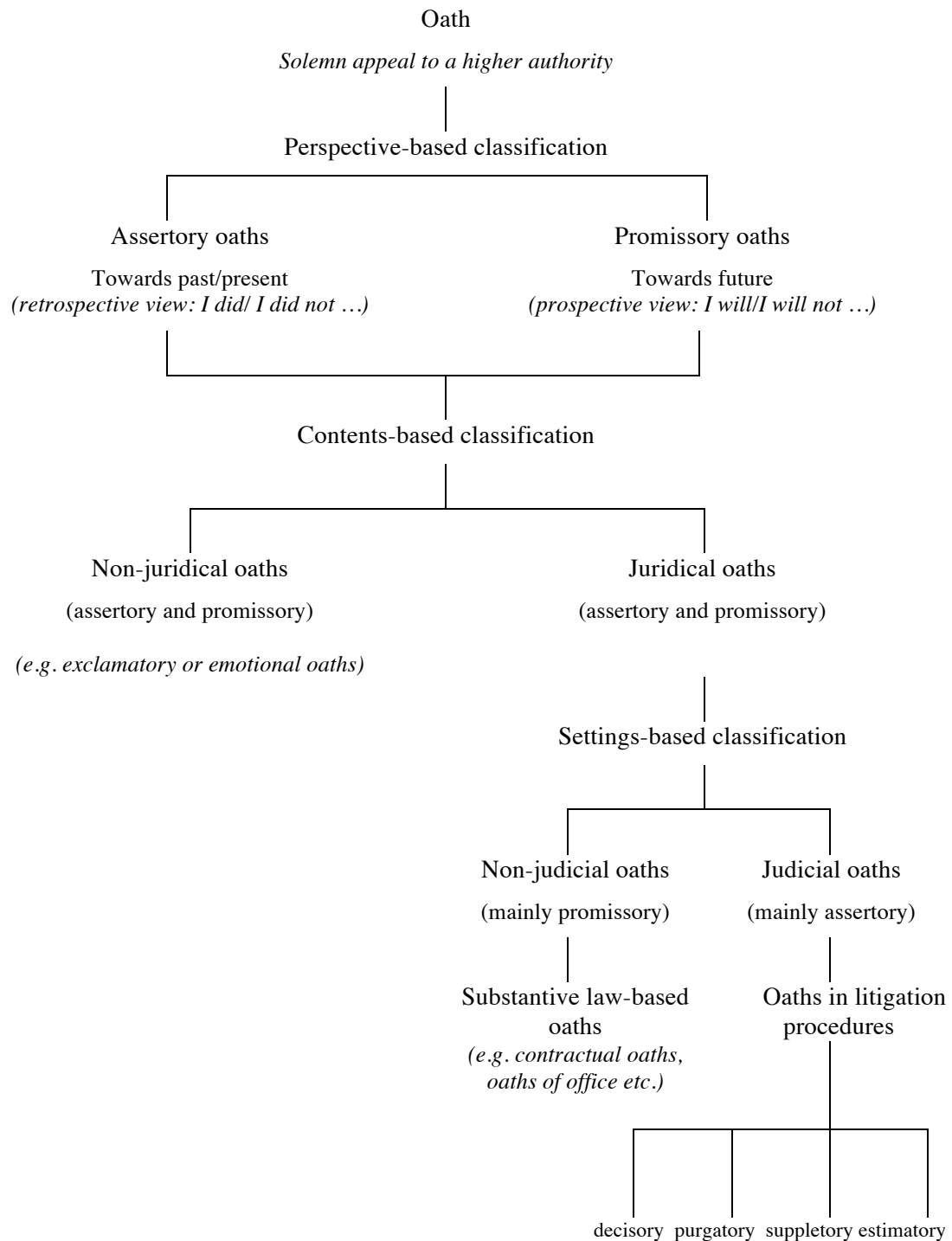
Therefore, although the starting point still remains the Egyptian material, scholars dealing with the oath in Ancient Egypt often have recourse to definitions of oaths adopted from modern legal terminology, with only slight modifications for the ancient Egyptian setting, to order the material and understand the uses and functions of the oath.⁶¹ However, it is not the intention of this study nor is it within the specialist field of the current author to give the precise nuances of modern legal terminology.⁶² Nevertheless, it is useful to present a brief outline of the major oath-related legal terms and definitions that will be used in this book, as charted in the following table:

⁶⁰ An attempt to distinguish between these oaths has been made by Wilson, *JNES* 7 (1948), p.152-154. Cf. McDowell, *Jurisdiction*, p. 36-37. See also Chapter 2, p. 27, note 92.

⁶¹ See for instance W. Spiegelberg, *Studien und Materialien* (1892), p. 71 ff.; Wilson, *JNES* 7 (1948), p. 129-131; Seidl, *Einführung*, p. 26-27; 29; 37; 49; 51-52; Lurje, *Studien*, p. 137-138, who speaks of ‘declaratory oaths’, i.e. assertory oaths. Differently Menu, in: Verdier (ed.), *Serment* I, p. 336 ff, who distinguishes between ‘serments de vérité’, ‘serments déclaratifs’ and ‘serment d’engagement’. The first and latter may be compared to the assertory and the promissory oath respectively, while the use and function of the so-called ‘serment déclaratif’ remain somewhat obscure from a legal perspective.

⁶² For those nuances consult for instance *The Black's Law Dictionary* (paper edition 1979), also available online (2014); good alternatives are P. Cane and J. Conaghan (eds), *The New Oxford Companion to Law* (2008) and B.A. Garner, *Dictionary of Legal Usage* (2011).

Table 2. A Functional Classification of Oaths



The oath: general

The oath is a solemn appeal to a higher, mostly divine, authority (in ancient Egypt a god the king or a highly placed private person) to bear witness to the truth of one's statement. This general definition covers the concept of the oath as a divine confirmation or guarantee of an earthly statement.

However, when the sworn statement is taken into consideration, that is: its formulation and contents, along with the setting in which it was made, other definitions of oaths, and distinctions of its fields of use come to mind. It must be noted that different classifications or definitions of oaths can be applied to one and the same oath.⁶³

Assertory and promissory oaths

One way of organizing oaths is a perspective-based classification. Accordingly, the oath can be formulated either as an attestation of truth made with regard to past or present events (*assertory oath*) or as a promise to do or not to do something in the future (*promissory oath*). An assertory oath usually has a retrospective or historical view: "As lives God NN or King NN, *I did* or *I did not do* such and such a thing", while a promissory oath has a prospective or forward view: "As lives God NN or King NN, *I will* or *I will not do* such and such a thing".

The Egyptian sources from the Old Kingdom through the Ptolemaic Period examined in this book provide examples of both promissory and assertory oaths according to the above definition.⁶⁴

Juridical and non-juridical oaths

Another way of organizing oaths is a contents-based classification. The contents of the oath can be either juridical, i.e. concerning legal or judicial matters, or non juridical, therefore not dealing with legal topics and taken without any requirement of law.⁶⁵ Examples of 'juridical oaths' are those used to guarantee a contractual obligation or to deny certain accusations in a legal dispute, whereas 'non-juridical oaths', are for instance the so-called 'exclamatory' or 'emotional' oaths such as those taken by the Pharaoh when, fighting against his enemies, he invokes the god(s) to assist him at a crucial moment in battle.⁶⁶

⁶³ For example, one and the same oath can be defined as being assertory (perspective-based classification), juridical (contents-based classification), judicial (i.e. taken in a litigation setting), decisory (as settling the dispute once and for all).

⁶⁴ The modern categories of 'promissory' and 'assertory' applied to ancient Egyptian oaths are used for instance by Wilson, *JNES* 7 (1948).

⁶⁵ Wilson, *ibidem*, p. 130, provides a similar definition of juridical oaths, i.e. "oaths having to do with law or the administration of law and justice". Note that it is usually a private person who takes a juridical oath. With regard to the non-juridical oaths, these are mainly found in a historical, biographical or religious context to emphasize certain deeds, words or emotions of the person who takes them. The latter can be a king, a god, or a private person.

⁶⁶ On this and other examples of non-juridical oaths (left out of scope in this study), see Wilson, *JNES* 7 (1948), p. 130-131; see also Lurje, *Studien*, p. 133 ff. and Menu, in: Verdier (ed.), *Serment* I, p. 332-337.

It must be noted that this law-based classification coexists with the former, typological one, so juridical oaths can be either assertory or promissory statements. As this book will concentrate on the juridical oaths, a further subdivision of these based on the setting in which they are taken (judicial or non-judicial), is required along with related terminological remarks, and must be dealt with here prior to the study.

Juridical oaths in a judicial or non-judicial setting

Juridical oaths can be subdivided into two main groups, based on the setting in which they are taken. This setting is either judicial, that is: “pertaining to the administration of justice, or to courts of justice, or to a judge thereof”⁶⁷, or non-judicial, that is: pertaining to the so-called substantive law, which is the branch of the legal system that determines the obligations and rights of persons involved and refers to private and public law (e.g. contracts law, family law, property law, inheritance, torts).⁶⁸

Subsequently, oaths taken in a judicial setting, or ‘judicial oaths’, consist of court-ordered oaths used in judicial proceedings or litigation (see types below). In contrast, oaths taken in a non-judicial setting, or ‘non-judicial oaths’, consist of substantive law-based oaths used in legal transactions or arrangements. They are normally meant as a precautionary measure, for extra insurance, e.g. to guarantee the fulfilment of a contractual obligation when entering into an agreement. In this sense, their use is mostly ‘proactive’, attempting to prevent a legal dispute from arising. By contrast, the use of judicial oaths is ‘reactive’ as they attempt to settle a legal dispute afterwards. Therefore, non-judicial oaths are usually promissory statements, whereas most judicial oaths are assertory statements. In the ancient Egyptian sources both groups of oaths, either in a judicial and non-judicial setting, are abundantly represented.

Types of oaths in a judicial setting

Ancient Egyptians used certain types of judicial oaths that in modern terminology are called *decisory oath*, *purgatory oath*, *suppletory oath* and *estimatory oath* respectively. It must be noted, however, that these definitions are not exclusively applied to one oath, but they coexist and can be used simultaneously for one and the same oath (for instance many purgatory oaths are also decisory oaths).

- a. *Decisory (or decisive) oath*: by taking or refusing to take such an oath, a dispute between two parties can be settled once and for all.

In other words, the party upon whom the oath is imposed, wins by simply swearing; on the contrary, by refusing to swear, he avoids the divine judgment and thus he admits

⁶⁷ *Black's Law Dictionary*, p. 759.

⁶⁸ For more on substantive law, *ibidem*, p. 1281.

being in the wrong himself and his adversary gets the credit. Decisory oaths are commonly used to settle a dispute when by necessity the word counts for everything, i.e. in cases where there is an absence of adequate written documentation to corroborate the statements, and the claims, of the parties.

- b. *Purgatory oath* or *oath of innocence*: an oath by which a person *purges* or clears himself from charges, presumptions or suspicions held against him.

Purgatory oaths are mostly formulated as negative oaths (“*I didn’t do* such and such a thing”).

- c. *Suppletory oath*: an oath which supplies the missing information or evidence on some aspects of a case, which is necessary to formulate the sentence.
- d. *Estimatory oath*: an oath required to assess the value of the claimed good.

A concluding remark and a caveat are in order as to the use of modern classifications of oaths in general. Despite their undoubted utility in sorting out the material, the types of oaths mentioned above are not always clearly separated in the ancient Egyptian material. This is especially true for promissory and assertory oaths, since many examples of ancient Egyptian oaths combine a promise about future conduct and a declaration about past or current matters in the same statement.⁶⁹ Moreover, the demarcation between law and religion, juridical procedures and religious belief is not easy to determine in ancient Egypt, just as it is difficult to strictly apply the distinction between penal and civil law or procedural and substantive law to the Egyptian setting.⁷⁰ So, for example, contract-related promissory oaths, usually sworn to guarantee the execution of the contract agreed upon and thus prevent a dispute from arising, may be imposed by an Egyptian court in litigation to pressure the breaching party into fulfilling his overdue obligations.⁷¹

⁶⁹ For examples of such ‘combined oaths’, see Chapter 2, ex. 30, p. 54-55 and ex. 41, p. 71.

⁷⁰ As also remarked by Wilson, *JNES* 7 (1948), p. 130-131; and Menu, in: Verdier (ed.), *Serment* I, p. 335 and note 30.

⁷¹ On such contract-related promissory oaths taken during litigation, see Chapter 2, p. 35.

1.3.2 Other Oath-Related Terms

Finally, a few other terms concerning the oath need to be brought up in addition to the above mentioned definitions of oaths. Any person who takes the oath is synonymously called an *oath-taker* or an *attestant* in this book, while the person for whose benefit the oath is taken is called an *opponent* or *adversary*. In cases where the oaths are taken in a judicial setting the oath-taker can be the *plaintiff*, i.e. the litigant who brings a legal action before a legal authority, or the *defendant*, i.e. the litigant against whom legal action is brought, or a *witness* in a given case.

The so-called *oath-helpers* (or *con-jurators*) are fellow oath-takers, usually relatives of the main oath-taker, who swear to the trustworthiness of the party they are helping and to the credibility of his or her oath; and hence are associated with the main oath-taker with regard to the possible divine and earthly consequences of perjury. The oath sworn by the oath-helpers is called a *subsidiary oath*. Finally, any person who commits a breach of oath is referred to as an *oath-breaker* or *perjurer*.

1.3.3 Other Legal Terms

The terms ‘disputing parties’, ‘disputants’ and ‘litigants’ are used synonymously for indicating two (or more) parties involved in a disagreement, without any legal distinction as to the kind of disagreement they have or in which stage of the disputing process they are.

The terms ‘contract’ and ‘oral agreement’ respectively cover the concept of written (that is: formalized in a deed) and unwritten legal agreements between two parties. Indeed, at all times the Egyptian practice included oral agreements (that is: not formalized in a deed), which appear to have been the norm, alongside the written ones, which were rather the exception; so the preserved written documentation from ancient Egypt reflects only part of the legal agreements between parties. Accordingly, we may surmise that many transactions in Ancient Egypt occurred without any deed being drawn up at all (especially when concerning low value goods). In fact, it is often those oral agreements and transactions that the oaths, which also represent an oral procedure, refer to and are meant to guarantee or confirm.⁷²

⁷² On written contracts and oral agreements see David, *Legal Register*, p. 264; Haring, *JESHO* 46 (2003), p. 249-272; for more on the use of documents, see Eyre, *Use of documents*, especially p. 101-153.

CHAPTER 2

JURIDICAL OATHS FROM THE OLD KINGDOM THROUGH THE PTOLEMAIC PERIOD: AN OVERVIEW (ca. 2600–30 B.C.)

1. Introduction – 2. Juridical Oaths in the Early Pharaonic Period (ca. 2600–1070 B.C.) – 3. Juridical Oaths in the Late Pharaonic Period (ca. 1070–332 B.C.) – 4. Juridical Oaths in the Ptolemaic Period (332–30 B.C.) – 5. Concordance and Summary Table

This chapter is concerned with oaths dealing with legal matters such as those sworn alongside contracts or in lawsuits (i.e. ‘juridical oaths’). The period taken into consideration covers over two and a half thousand years of oath-taking (ca. 2600–30 B.C.), being therefore subdivided into Early Pharaonic Period (ca. 2600–1070 B.C.), Late Pharaonic Period (ca. 1070–332 B.C.) and Ptolemaic Period (332–30 B.C.). The juridical oaths attested in each of these main periods are presented according to the same pattern: first the available sources, and then the formats and uses of (promissory and assertory) oaths in various contexts are discussed and illustrated by means of textual examples. This is firstly done in order to illustrate both continuity and development in the use of juridical oaths through time, and secondly, to place Ptolemaic temple oaths, in the context of the long and rich history of oath-taking in ancient Egypt.

2.1 INTRODUCTION

Ancient Egyptians used both promissory and assertory oaths to settle their legal affairs in various occasions for a very long time. Oaths could be taken in a contractual context, for example to guarantee the future execution of an obligation, or in a lawsuit to ensure the truth of a past or future statement, or to clear oneself from the accusation of having committed a certain offense.

This chapter provides an overview of the use of such juridical oaths from their first attestations in the Old Kingdom through the Ptolemaic Period (ca. 2600–30 B.C.).⁷³ In order to simplify matters and avoid mixing material from widely separated times, this overview is divided into three main periods, first the Early Pharaonic Period (including Old, Middle and

⁷³ Dates after I. Shaw (ed.), *The Oxford History of Ancient Egypt* (2000). Overviews of ancient Egyptian oaths have been proposed before but they are often devoted to one specific historical period or place of Ancient Egypt (e.g. oaths in the Pharaonic Period or in Deir el-Medina) or related to a specific subject (e.g. oaths in loan or sale contracts) or even to a specific type of oath (e.g. temple oaths). These specific studies will be mentioned later in the sections dealing with the pertained historical period, use or type of oath. Consideration to Egyptian oaths in all periods, from the Old Kingdom through the Ptolemaic Period, in one book is given by Westbrook (ed.), *Ancient Near Eastern Law*. However, the focus of this work is not placed on Egyptian oaths, and the surveys of oaths for each historical period are succinct. Also, an overview of the use and development of oaths through time is lacking.

New Kingdom, ca. 2600–1070 B.C.), the Late Pharaonic Period (including the Third Intermediate Period, the Nubian and Saite dynasties and the Persian Period, ca. 1070–332 B.C.), and finally the Ptolemaic Period (332–30 B.C.). The surviving oaths from each of these periods are first ordered into two main headings: promissory and assertory; then subdivided according to the context of use (i.e. in contracts, in court, in the administration), and their functions (e.g. to guarantee clear title of a sold item, to tell the truth in court, or to ensure honest exercise of office), all illustrated through textual examples. At the same time, the section dealing with the oaths in the Ptolemaic Period serves as an introduction to temple oaths – the main subject of the following chapters – aiming to place them in the context of the long and rich history of oath-taking in ancient Egypt, but also to distinguish them from the contemporary Ptolemaic ‘royal oaths’ (the Greek βασιλικοὶ ὅρκοι).

It should be remarked that these historical periods are not equally documented, due to many sources being lost and many legal matters being concluded orally. In ancient Egypt, oral practices “were deeply rooted in legal contexts” at all times.⁷⁴ In small communities people knew each other well and verbal agreements were probably based on mutual trust, with many economic transactions (especially those concerning low value goods) made, and disputes settled, without any textual record being drawn up at all. Taking an oath, which is an oral statement, to guarantee a promise or to confirm the truth of a declaration, and the presence of witnesses, who could be consulted should a conflict arise later on, may have been regarded as sufficient in many cases.⁷⁵

Nevertheless, as far as allowed by the available source material, similarities as well as developments in the use and formulae of oaths in the same context over time are highlighted throughout this overview, along with certain changes in the administrative and legal system, whereby the increasing professionalization of legal scribes and the conceptualization of legal principles appear to play a key role. In general, as we will see, contract-related oaths are well attested in the sources from both the Early as well the Late Pharaonic Period, while they practically disappear in the Demotic material from the time of Pharaoh Amasis onwards, being replaced by standard contractual stipulations. More specifically, the oath by Amun and Pharaoh, largely represented in the Ramesside sources and in the Abnormal Hieratic documents from the 25 and 26 dynasties, is quickly abandoned in the early Demotic notarial practice. In judicial procedures, however, the oath before the god remains as a legal instrument, as attested by the large number of Demotic (and a few Greek) temple oaths from the Ptolemaic Period used to settle a legal dispute.

⁷⁴ On orality and literacy in general, see Eyre and Baines, in: Schousboe and Larsen (eds), *Literacy and Society*, p. 91-119; Baines, *Visual and Written Culture*, especially p. 146-178 and cf. Eyre, *Use of Documents*, p. 1-15.

⁷⁵ In these small communities, the enforcement of verbal agreements and dispute resolution must have often been obtained under social pressure by the informal social networks connected with the parties (e.g. family, neighbours, friends, colleagues etc.). On this matter, see also § 4.3.1.2.

2.2 JURIDICAL OATHS IN THE EARLY PHARAONIC PERIOD (ca. 2600–1070 B.C.)

2.2.1 Sources: Old, Middle and New Kingdom

Due to both accidental preservation and the discrepancy between oral practice and written documentation, the written juridical sources for the so-called (Early) Pharaonic Period (ca. 2600–1070 B.C.)⁷⁶ are unequally distributed through time and space. In general, the period covered by the New Kingdom (ca. 1550–1070 B.C.) and, in it, the Theban area, are relatively well documented when compared to other periods and sites in Pharaonic Egypt. This is also true for the surviving juridical oaths: their vast majority comes from Deir el-Medina and dates to the Ramesside Period (ca. 1300–1070 B.C.).

The evidence for the study of the juridical oaths consists especially of records of business agreements and court proceedings. No law codes are attested for Pharaonic Egypt. In addition to customary law, however, written law existed in the Pharaonic Period in the form of royal decrees; also, references to collections of laws seem to suggest that, despite no code being preserved, codified law did actually exist, at least in the New Kingdom.⁷⁷

Old and Middle Kingdom (3rd–12th dynasties, ca. 2600–1800 B.C.): Only a few records of economic transactions, private legal disputes and oaths from the Old and Middle Kingdom have survived. Among the most important of these are two Old Kingdom papyri from Gebelein, P. Cairo JE 66844, 1/6 (4th dynasty, ca. 2600–2500 B.C.) dealing with the sale of houses and P. Berlin P 9010 from Elephantine (6th dynasty ca. 2350–2200) concerning a dispute between heirs about the existence and authenticity of a document, probably a will. The Gebelein papyri provide the oldest attestations of promissory oaths taken in a contractual context (see ex. 1, p. 36), whereas P. Berlin P 9010 is the only text known from the Old Kingdom recording an assertory oath taken in a legal dispute (see ex. 24). The documentary Lahun Papyri from the Middle Kingdom and Second Intermediate Period (12th–13th dynasties, ca. 1985–1650 B.C.), which provide among others one of the first attestations of an ‘*oath of the Lord*’ (*ḥḥ n nb*), and Stela Cairo JE 52453, known as the ‘*Stèle Juridique de Karnak*’ (Second Intermediate Period, ca. 1770–1550 B.C.), confirm that oaths are a crucial legal feature in those early periods (see below, respectively exs. 3, 22 and 10).

⁷⁶ For the sake of brevity, this period will be henceforth called ‘Pharaonic Period’.

⁷⁷ See for example the Decree of Horemheb in which the king declares: “*I gave them* (i.e. the judges) *oral instructions and law(s) in their books*, and P. Boulaq 10 (= P. Cairo CG 58092) in which there is mention of the ‘*law of the Pharaoh*’ (*ḥḥ n pr-ḥ*) in connection to tomb ownership. For more examples and the discussion on legal codes, see Lippert, ‘Law’, *UEE* 2012, p. 2-12 and Jasnow, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 289-291. For the ‘Duties of the Vizier’— providing guidelines for the conduct of this office — as “an embryonic form of codification”, in particular with regard to the clauses where the vizier is said to act according to the law (*ḥḥ*), see Eyre, *Use of Documents*, p. 58-61.

New Kingdom (18th–20th dynasties, ca. 1550–1070 B.C.): In this period legal texts and related oaths are abundant and attested in other ways than they were in the Old and Middle Kingdom. This is generally due to rather favorable economic conditions that made recording oral agreements and legal proceedings more accessible, and, in particular, because of the abundance of papyri and ostraca preserved from the village of Deir el Medina in the Ramesside Period (19th and 20th dynasties, ca. 1300–1070 B.C.). This was the village of the workers entrusted with the building and decorating of tombs for the New Kingdom pharaohs and high officials, located on the West Bank opposite Thebes. Due to its location in a dry desert environment and an above average level of literacy,⁷⁸ Deir el-Medina has left an exceptionally rich documentation of village life spanning more than two centuries.

Many aspects of daily life, activities and disputes, including oaths, are documented by thousands of economic, legal and private texts, written by and for its inhabitants.⁷⁹ In general, short-term administrative and legal records (ephemera), such as accounts of economic transactions, agreements, minor disputes and other private legal matters were written on ostraca (see exs. 5-10 and 11).⁸⁰ At the same time, long-term, more official and formal documents, such as official reports, state investigations and court proceedings, were often drawn up on papyri (see exs. 19-20 and 27-28).⁸¹ Unfortunately, many of these texts, especially those written on ostraca, are difficult to understand, as they are often fragmentary, or recorded incompletely. Usually, it is not the complete agreement nor the complete dispute that is put in writing, but a mere abstract, a summary of the most important points for the parties themselves (a private memorandum⁸² rather than an official document) to be used later on, primarily in order to avoid litigation.⁸³

Nevertheless, the written material from Deir el-Medina, both on ostraca and papyri, constitutes the by far most important source of information on private legal matters before the

⁷⁸ In addition to professional scribes, many villagers were also able to write. In fact, they often drew notes of their daily life activities, transactions and affairs on ostraca themselves, as demonstrated by the many different handwritings attested in the Deir el-Medina corpus of texts (for which see next note).

⁷⁹ For the non-literary texts from Deir el-Medina, including those quoted in this book, consult the Deir el-Medina Database (dmd.wepwawet.nl) with up to date bibliography.

⁸⁰ Ostraca: limestone or pottery sherds, found readily and abundantly in situ.

⁸¹ Papyrus was not extremely expensive, but not as widely available as ostraca and used especially in the administration by professional scribes. On the use of ostraca and papyri in Deir el-Medina for different purposes, see for example the summaries by McDowell, *Jurisdiction*, p. 3-9; eadem, *Village Life*, p. 165-166, and Donker van Heel and Haring, *Writing*, p. 2-5. More specifically on the price of papyrus, see Janssen, *Commodity Prices*, p. 447-448.

⁸² The term ‘memorandum’ in this section is used in a general way as a synonym of ‘short note’ intended as a reminder of the most important points of, for instance, an economic transaction. It is therefore not the translation of the specific Egyptian term *shꜥ.w*, which indicates a specific genre of texts. For more on the latter, see Donker van Heel and Haring, *Writing*, p. 108-110.

⁸³ See the remarks by David, *Legal Register*, p. 230: many agreements in the Deir el Medina community dealt with “standard and repetitive transactions” so that “laconic notes would amply suffice”. Private memoranda, despite possessing “some value as legal documents” do not represent “actual legal deeds”, so witnesses could refer to them if they testified in a dispute, but they could not be used as independent proof, due to the lack of independent authentication. For more on this matter, see B. Muhs, in: D. Kehoe, D.M. Ratzan, U. Yiftach (eds), *Law and Transactions Costs in the Ancient Economy* (2015), p. 81-82.

Ptolemaic Period, including the use of oaths in various juridical contexts.⁸⁴ As we will see, the Deir el-Medina material shows that the oath was a regular part of business agreements and standard court procedure; also, it provides attestations of the oath as a type of document in itself, which suggests that the oath was a genre in the scribal tradition; moreover, certain formulae of Ramesside oaths (most of which are from Deir el-Medina), will survive the Ramesside Period and ‘reappear’ in later oaths (see for instance the similarities between the standard invocation formula of the Ramesside ‘oath of the Lord’ and that of Abnormal Hieratic oaths by Amun and Pharaoh,⁸⁵ and legal terms such as *mdt* “to dispute”).

A few New Kingdom sources of information about the oath in a juridical setting, however, originate from outside Deir el-Medina; these texts show that the use of oaths in all kinds of legal matters was widespread. Among the most important are the papyrus archive of the herder Mesi of the late 18th dynasty (ca. 1385–1335 B.C.), and the tomb inscriptions of one Mose, a scribe of the temple treasury of the god Ptah in Memphis under Ramesses II (ca. 1280–1215 B.C.). Both texts come from northern Egypt. The archive of Mesi consists of four papyri from Gurob in the Fayyum (P. Berlin P 9784, P. Berlin P 9785, P. Gurob II, 1 and P. Gurob II, 2); these concern a number of legal transactions made by Mesi, such as the purchase of land or the lease of days of slave labour. Most transactions, one of which resulted in a dispute in court about payment, included an oath (see exs. 4 and 13). The inscription of Mose was carved on the walls of his tomb in Sakkara. This inscription records a legal dispute about land owned by Mose’s family in the Memphis area for over two and an half centuries, and provides records of oaths in court (see ex. 16). Two other texts, both from the Ramesside Period and both related to slaves, also provide important attestations of oaths. The first, P. Cairo JE 65739 (Thebes; Ramesses II), also known as the Lawsuit of Erenofre, records a court case about the ownership of a slave, including the oath sworn by the defendant Erenofre and an oath by six witnesses (see ex. 29). The second text, P. Ashm. Mus. 1945.96, better known as the Adoption Papyrus (Middle Egypt, Ramesses XI, ca. 1107-1077 B.C.), is an official transcript recording the adoption of three slave children by a woman named Naunefer and providing an important example of a threat formula attached to a legal oath (see ex. 14).

Final Remarks: As already discussed, our documentation of ancient Egyptian juridical matters is a biased sample in general, due to many written sources being lost and most business agreements, being concluded orally without any transcript. In this light, the hundreds of texts from Deir el Medina, mostly on ostraca, documenting everyday life matters

⁸⁴ Janssen, *Commodity Prices*, p. 511-513 and idem, *JEA* 68 (1982), p. 253-258. On this matter, see the remarks and synopsis by David, *Legal Register*, p. 9 and 230-231, with further literature. See also Jasnow, in: Westbrook (ed.), *Ancient Eastern Law*, p. 292, and note 30.

⁸⁵ In particular the invocation formula of Abnormal Hieratic oaths classified as type b, for which see p. 60.

and squabbles of its inhabitants in the New Kingdom, are a fortunate exception.⁸⁶ It is doubtful whether the situations and legal practices, including the regular use of oaths, reflected in the Deir el-Medina texts can be considered representative of other sites and other historical periods in Egypt as well. However, one may wonder whether the use of oaths to settle all kinds of legal affairs orally, was also an established part of Egyptian legal practice before the New Kingdom. Further, the limited written records of juridical oaths preserved from the Old and Middle Kingdom do not necessarily mean that the use of oaths in those periods was also limited, or less widespread than in the New Kingdom. The scarcity of written records of oaths from the early historical periods may be explained by two things: lower chances of preservation and the higher costs of written documentation⁸⁷ Significantly, the legal documents and oaths preserved from the Old and Middle Kingdom were partly recorded on stelae (i.e. stone) and concerned weightier matters, such as the sale of houses or priesthood, the kind of transactions where documentation was deemed vital (and thus worth the costs). Also, oaths may not always be recognizable or marked as such in the sources (see ‘formats of oaths type D’ below). Therefore, one can assume that the actual use of oaths in the Old and Middle Kingdom was more widespread than it may appear from the surviving written records from those periods.⁸⁸

2.2.2 Format of Oaths, Various Types (A–D)

The written records of oaths from Pharaonic Egypt lack uniformity in text redaction. Firstly, this is mainly due to the fact that the oath can be incorporated into other types of texts (for example a contract or a court document), apart from being a document in itself. Secondly, this is caused by the varied origin of these records in time and space, and the different purposes they served (e.g. formal and fully written records versus casual, brief notes or memoranda concentrating on a few subjective points).

Accordingly, the way in which oaths are properly recorded in these sources does not follow strict formulae either. Records of oaths can range from the literal quotation of the oath text pronounced in a given context, to the most laconic mention of someone taking an oath, without any verbatim quotation or specification of circumstances. In order to find recurrent patterns in such a wide array of records, the most common formats of oaths can be summarized as follows, starting from the most complete records:

⁸⁶ See B.J.J. Haring, in: A. Dorn and T. Hofmann (eds), *Living and Writing in Deir el-Medine* (2006), p. 110, who speaks of an “oral village culture” in Deir el-Medina where memoranda on ostraca were “written supplements to oral practice”. See also *idem*, *JESHO* 46 (2003), p. 243-272.

⁸⁷ On the oral nature of many proceedings before the New Kingdom, see for instance Jasnow, in: Westbrook (ed.), *Ancient Eastern Law*, p. 110 and Muhs, *Ancient Egyptian Economy*, p. 5-8, 32, 45, 52, 68, 84.

⁸⁸ As remarked by Muhs, *Ancient Egyptian Economy*, p. 84, in the Middle Kingdom the use of writing and witnesses to document private economic transactions (i.e. property transfers and exchanges), especially those concerning high value goods, was slightly more widespread than in the Old Kingdom. Moreover, in the Middle Kingdom notarization by scribes and even registration were introduced: see Muhs, *ibidem*, p. 64.

The Format of Oaths Type A: The oath and the context in which the oath is taken are both recorded in writing. With regard to the oath, much variation among the records is observed; however, the most complete records of oaths allow a fairly standard subdivision into four elements, incorporating scribal and oral formulae.⁸⁹

1. An introduction, usually consisting of a date and a ‘heading’ (scribal formula)⁹⁰ which states that the following text is the contents of an oath (*nh*), or more specifically of an ‘oath of the Lord’ (*nh n nb*)⁹¹ or of an ‘oath of the god’ (*nh n ntr*).⁹²
2. The invocation formula (oral formula) used to invoke the king, e.g. “As King NN *lives/endures*” or a god, e.g. “As god NN *lives/endures*”.
3. The contents of the oath, which can be either its literal wording as pronounced by the oath-taker (oral formula) or a ‘paraphrase’ by the scribe.⁹³
4. A fourth element, a list of witnesses and/or a ‘colophon’ by the scribe (scribal formula), seems optional.⁹⁴

At times, however, the scribe omitted one of these elements, probably because it was a well-known, stereotyped formula that went without saying. Some types of oaths, for example, have a standard invocation formula that is not always put in writing, although it was undoubtedly pronounced. This is for example the case of the ‘oath of the Lord’ and its standard invocation formula “As Amun endures, as the Ruler endures”⁹⁵ in the Late Ramesside Period.⁹⁶ The regular omission of oral formulae in the written records of oaths due to similar

⁸⁹ About the combination of scribal and oral formulae in Deir el-Medina oaths, see Donker van Heel and Haring, *Writing*, p. 172.

⁹⁰ For the various ‘headings’ in Deir el-Medina oaths, along with the remark that oaths are ‘a genre in the scribal tradition’, see *ibidem*, p. 171-175. About oral practice and written records in Deir el-Medina see note 86.

⁹¹ The word ‘Lord’ is usually followed by the exclamatory formula “*may he live, prosper and be healthy!*”, or in an abbreviated version: “*life, prosperity, health!*”. For the sake of brevity, I have omitted this formula in the translations of oaths.

⁹² The Egyptian phraseology *nh n nb* ‘oath (in the name) of the Lord’, or ‘royal oaths’, by which the reigning king is meant, appeared first in the Middle Kingdom and became usual in the New Kingdom sources as heading of oaths. The expression ‘*great oath of the Lord*’ occurs a few times (see for example O. Nash 1 below, ex. 25), with no apparent particular significance other than emphasizing the sacredness and solemnity of the oath (and thus the terrible consequences of violating it). Oaths introduced with the preposition ‘n’ (genitive) as being sworn in the name of the god (*nh n ntr* ‘oath of the god’ or ‘divine oath’) occur less frequently and especially in Ramesside sources. See for instance O. Cairo JE 72465 from Deir el-Medina. The oaths designated as *nh n nb irm nh n ntr* ‘oath of the Lord and of the god’ are rarely attested, see for instance P. Cairo JE 65739 (Thebes), about which see also note 193.

⁹³ See Donker van Heel and Haring, *Writing*, p. 172.

⁹⁴ A ‘colophon’ occurs in, for example, O. Ashm. Mus. 104 and O. UC 32054 (= O. Petrie 67), for which see Donker van Heel and Haring, *Writing*, p. 174.

⁹⁵ Despite the Egyptian phraseology, the Late Ramesside ‘oath of the Lord’ is sworn by both the king and the god Amun. Unsurprisingly, this formula is attested in oaths from Deir el-Medina especially, where many documents testify to the belief by the villagers of the penalizing power of the *b3w ntr* (for which see Chapter 1, p. 4-5).

⁹⁶ For records of oaths that omit the invocation formula: see for example P. Salt 124, rto. col. 2, 1-2 and P. Abbott, col. V, 16-18; col. VI, 13-15; O. DeM 57; O. Ashm. Mus. 137. For examples quoting that formula, but not specifying it as being the wording of an ‘oath of the Lord’, see P. BM EA 10052, col. II, 14-16. For a similar case but from the 18th dynasty, see P. Berlin P 9784, ll. 25-28.

reasons occurs also in the so-called temple oaths from the Ptolemaic Period.⁹⁷

Moreover, the wording of the oath is usually given in the first person (singular or plural) as being pronounced by the oath-taker(s). In fact, it can be seen as a quotation of an oral statement, and as such is often introduced or announced: ‘NN *took an oath saying*’ (iry NN ḥnḥ m-dd) or ‘*Oath which NN has pronounced / taken*’ (ḥnḥ dd.n / ir.n NN). Sometimes, however, the recorded words alternate between direct and indirect speech in a mixture of first and third person.⁹⁸ This is a well-known phenomenon that seems to occur whenever the Egyptians are confronted with the grammatical problem of converting reported speech into a written version.⁹⁹ However, since the changing of pronouns occurs mostly in the apodosis-clause mentioning the retaliation by the divine authority for a false oath, I wonder whether this was a mistake, or whether the switching of pronouns was done deliberately as a precaution by the scribe, in the fear of calling down the penalties on himself.¹⁰⁰

With regard to the context of the oath: this can be either non-judicial (e.g. a business agreement) or judicial (e.g. a legal dispute). The way in which it is recorded can range from very detailed reports, from which important background information about the procedure for taking, imposing or administering the oath can be gleaned, to mere brief accounts of the circumstances leading to an oath. The most complete records were usually written on papyrus and concerned more formal and official matters such as the Tomb Robberies papyri dealing with the plundering of the tombs in the Valley of the Kings in Thebes. These records could also include personal documents meant for long-term preservation like for instance the will of Naunakhte and the Adoption Papyrus. In these texts the circumstances of the oath are clear and sometimes described in detail.

The Format of Oaths Type B: The oath is recorded in writing (see type A above), while the context in which the oath was required is not. This must be tentatively reconstructed from the contents of the oath itself, if the latter provides enough information to do that, or from other possibly related texts (see complex case below). The records concerned are mostly abbreviated notes of economic transactions drawn up for personal use, usually on ostraca, and kept as reminders of the main points for short-term future reference. However, details of these transactions and the reason why they were recorded usually remain unknown.

There are simple and complex cases. A simple case will be dealt with first. The following oath is recorded on a Deir el-Medina ostrakon, inserted between the date and the name of a witness: *Oath of the Lord that the doorkeeper Khaemwaset has pronounced: “As Amun*

⁹⁷ E.g. the so-called ‘assertion of truthfulness’, for which see § 3.3.1.

⁹⁸ As has frequently been pointed out. See recently David, *Legal Register*, p. 76.

⁹⁹ See P. Boulaq 10 (= P. Cairo CG 58092), p. 31 and P. Ashm. Mus. 1945.97 (Naunakhte, doc. I), p. 43.

¹⁰⁰ Something similar could also be the reason why in the lawsuit of Erenofre the wording of the oath as first recited by the judges leaves out the formula to invoke the god Amun and the king (P. Cairo JE 65739, ll. 15-16), which is, on the contrary, included in the same oath repeated by the actual oath-taker (P. Cairo JE 65739, ll. 15-19; for the transliteration and translation of this oath see below, ex. 29).

endures, as the Ruler endures! (The price of) this ox is 50 copper deben. I will not contest it tomorrow or after tomorrow (i.e. in the future)".¹⁰¹ This must be put into a contract-related context. The complete agreement of what seems to be a definite transaction has not been put in writing, but it probably concerns the sale of an ox for 50 copper deben. It should be noted that this was a very reasonable price for an ox, which is one of the most expensive commodities attested.¹⁰² After stating the value of the animal, the seller gives the guarantee that the price agreed upon would not be brought into future contention. This was probably done to prevent the seller from trying to increase the price later on. The name of the buyer remains unmentioned, but he was probably the person who kept the ostrakon with the promissory oath sworn by the seller as a future reference should any dispute arise (again?). It is not clear whether the oath was taken when concluding the agreement to prevent any future litigation or whether it was sworn during a litigation process.

Other cases are far more obscure or at least difficult to reconstruct with certainty. For example, a memorandum on a Deir el-Medina ostrakon reports the following oath sworn by the water-carrier Pentaweret: "*As Amun lives, as the Ruler lives! I will not cause damage to the draughtsman Menna, in the future tomorrow or after tomorrow (i.e. in the future), since everything is on me (i.e. to my debit)*".¹⁰³ No context has been recorded apart from the date and the name of the oath-taker, and the wording of the oath is also rather mysterious: what happened between the oath-taker and Menna? What is the purpose of the indemnification being promised on oath? Is there perhaps a link with the other two memoranda dealing with the hire of donkeys that are written (in different hands) on the same ostrakon?¹⁰⁴ At first sight, there is no clear connection between these three texts, except for the fact that one and the same name (Pentaweret) is mentioned in all of them. However, after looking at their contents, one possible scenario can be reconstructed as follows, based on the relevant data from all three memoranda:

According to the first memorandum, the water-carrier Pentaweret hired a donkey (i.e. a first donkey) on two occasions from an unnamed person, probably Menna. According to the third memorandum, on another occasion Pentaweret hired a donkey (i.e. a second donkey) from a certain Hori. The first donkey died when it was working for Pentaweret, so Pentaweret had to promise under oath to replace it,¹⁰⁵ which he did nine months later under guarantee that

¹⁰¹ O. DeM 56. For more on this text, see ex. 11 below. Even more concise is the record of the oath in O. DeM 58 (i.e. date, heading and wording of the oath).

¹⁰² See Janssen, *Commodity Prices*, p. 512.

¹⁰³ O. Ashm. Mus. 1180 (= O. Ashm. Mus. 1933.810; HO 71, 1), ll. 12-14.

¹⁰⁴ The first memorandum is drawn up on the recto by an unnamed person, probably Menna; the second memorandum, i.e. our text (see previous note) is written on the verso by a person who was present when the oath was sworn. The third memorandum is also written on the verso, by someone who witnessed the handing over of a donkey to Pentaweret by a certain Hori. Cf. also O. IFAO 424 + O. UC 39612 (= HO 42, 3), which is a second copy of the greater part of the first memorandum.

¹⁰⁵ Pentaweret promises to replace the donkey under oath (warranty + penalty): *He* (i.e. Pentaweret) *took an oath of the Lord: "I will replace it (i.e. the donkey) for him (i.e. Menna) before the second month of the pr.t*

there were no outstanding claims on the animal.¹⁰⁶ However, it would seem that the donkey Pentaweret had given to Menna in order to replace the first, dead one, did in fact belong to Hori (i.e. the second donkey), who at some point claimed it back from Menna. As Menna had to return the donkey to the legitimate owner Hori, Pentaweret still had to compensate Menna for the loss of the first donkey, which died while working for him.

The Format of Oaths Type C: The fact that an oath was sworn in a certain context is stated, but no literal quotation of the actual oath follows (at times, the contents of the oath may be briefly alluded to).¹⁰⁷ The possible wording of the oath, however, can sometimes be reconstructed from fully quoted oaths known in similar contexts. In the Tomb Robberies papyri, for instance, there are many examples, as in the following passage: “NN was brought. He was beaten with the stick and was given an oath of the Lord in order not to speak falsely”.¹⁰⁸ From similar contexts, and from the knowledge of the invocation formula of the ‘oath of the Lord’, it is likely that this was a promissory oath bearing the following standard asseveration: “As Amun endures, as the Ruler endures, the one whose manifestation is worse than death! I will say the truth, I will not say falsehood; if I say falsehood, I will be punished” (with the possible mention of corporal punishment and/or monetary penalty).¹⁰⁹ Also, the unrecorded wording of the ‘oath of the Lord’ mentioned in the Stela Cairo JE 52453 (see ex. 10 below), which had been imposed on the parties to guarantee a waiver of suit in the future, must have been similar to the oath-text of other quitclaim oaths that are literally quoted, e.g.: “As Amun endures, as the Ruler endures! I will not contest it tomorrow or after tomorrow”.¹¹⁰

The Format of Oaths Type D: A quotation of an oral statement in a given context is recorded, which carries the characteristic words of an oath, although these are not labeled as such, and are not even introduced by the oath formula normally used to invoke the god(s) or the king.¹¹¹ P. Boulaq 10, dealing with the partition of an inheritance, provides a good example of such a case: “Should we turn back to contest (it), they (understand ‘we’)¹¹² will be liable to 100 blows and

season (i.e. winter), the last day, or else I shall be subject to 100 blows with a stick and one will exact 10 deben copper for me”. On promissory oaths to guarantee a contractual obligation, see below, p. 36–42.

¹⁰⁶ The warranty of clear title given under oath by Pentaweret reads as follows: He (i.e. Pentaweret) replaced it (i.e. the first donkey) for me (i.e. Menna) nine months to the day after he had sworn the oath of the Lord; and he swore an oath of the Lord saying: “No one else stands at its (i.e. the second donkey’s) hindquarters (or ‘behind it’, i.e. has a claim on it)”. On this expression, see the interesting remark made by S.P. Vleeming, *The Gooseherds of Hou* (1991), p. 133 about the possible meaning of this clause, namely that the owner’s mark branded on the donkey’s hindquarters should be the only mark there. On similar oaths, see p. 44 and note 178.

¹⁰⁷ Sometimes, not even the context of the oath is defined. See for example the minimalistic rendition in O. DeM 364, one of the briefest notes referring to an oath: ‘Oath of the Lord by NN to give the donkey to NN’. Note, however, that the actual oath-text may have been written on the verso, which is illegible: see remarks in the Deir el-Medina database).

¹⁰⁸ See for example P. BM EA 10052, col. XIV, 1–5, or P. Mayer A, col. I, 17–20.

¹⁰⁹ Cf. for example the wording of the oath in O. Nash 2, ll. 11–15 (ex. 17 below).

¹¹⁰ Similar to for instance the wording of O. DeM 56 (ex. 11 below).

¹¹¹ As noted by Wilson, *JNES* 7 (1948), p. 153. Cf. Donker van Heel and Haring, *Writing*, p. 173.

¹¹² On this matter, see above p. 28.

[will be] *deprived of our share*".¹¹³ There are many examples in the New Kingdom sources of very similar words that are pronounced under oath, and therefore it is not unlikely that the reported speech in P. Boulaq 10 is an abbreviated record of an oath.¹¹⁴ A much older, but similar case of a 'disguised oath' may be present in the Old Kingdom tomb inscription of Wepemnefert (4th dynasty) from Giza containing the tomb owner's will (*wḏ.t-mdw* lit. 'order'). The unilateral declaration by the testator Wepemnefert proclaiming his oldest son as his only heir to a burial chamber and related offerings, is concluded by the following guarantee against a possible claims by co-heirs: "*No brother has claim to it, no wife, no children (have right) to it except (my) eldest son, the ritualist Iby, to whom (I) have given (it)*". This statement is made in the presence of fifteen witnesses sitting on the ground and all represented in the same manner, that is, with the left hand resting on the thigh and the right hand raised to the heart, which may be interpreted as the gesture of an oath.¹¹⁵

¹¹³ P. Boulaq 10, vso. ll. 15-16.

¹¹⁴ David, *Legal Register*, p. 108 has no doubt that these words are the text of a promissory oath by the beneficiaries consisting of a warranty with penalty.

¹¹⁵ As suggested by Menu, *Recherches* III, p. 247.

Table 1. Formats of Oaths in the Early Pharaonic Period

Formats of oath	Features	Examples ¹¹⁶
Type A	– Text of the oath recorded: 1) heading (‘oath’, ‘oath of the lord’, ‘oath of the god’) 2) invocation formula 3) contents oath (verbatim quotation or paraphrase) 4) colophon (optional) – Context given (e.g. economic transaction or lawsuit)	1 (P. Cairo JE 66844, 6) 2 (Stela Cairo JE 42787) 4 (P. Gurob II, 1) 9 (O. UC 39615) 12 (P. Ashm. Mus. 1945.97) 13 (P. Berlin P 9785) 15 (P. Ashm. Mus. 1945.96) 16 (Inscription of Mose) 17 (O. Nash 2) 19 and 20 (P. DeM 27) 21 (RAD 57) 23 (O. DeM 133) 24 (P. Berlin P 9010) 25 (O. Nash 1) 26 (O. Cairo CG 25556) 27 and 28 (P. BM EA 10053)
Type B	– Text of the oath recorded (see type A) – No context given	6 (O. UC 39655) 7 (O. DeM 61) 8 (O. DeM 564) 11 (O. DeM 56) 14 (O. Turin N 57173) 18 (O. Bodl. Libr. 253)
Type C	– Mention of an oath, no oath-text recorded – Context given (e.g. economic transaction or lawsuit)	3 and 22 (P. Kahun II, 1) 5 (O. Ashm. Mus. 68) 10 (Stela Cairo JE 52453)
Type D	– Oral statement similar to an oath recorded (but not labeled as such and no invocation formula: disguised oath) – Context given (e.g. economic transaction or lawsuit)	29 (P. Cairo JE 65739) P. Boulaq 10 Inscription of Wepemnefert

¹¹⁶ The numbers 1 to 30 refer to the examples given in the next section to illustrate the several uses of promissory and assertory oaths in the Pharaonic Period (see also table of concordance at the end of this chapter).

2.2.3 Use of Oaths, Promissory and Assertory

Introduction: The oaths from the Pharaonic Period can be subdivided into promissory and assertory oaths, examples of which have already been given here and there.¹¹⁷ With regard to their context of use, promissory oaths, which are the vast majority, appear to be regularly employed in a contractual context, in court and in the administration. Assertory oaths, on the contrary, occur only occasionally in a contract-related context; their use is especially attested in court proceedings, being pronounced either during an investigation, a hearing or a lawsuit. The specific functions of either type of oaths, promissory and assertory, in each context will be discussed in the following sub-sections. However, since oaths were regularly sworn in court, a few words of introduction about law courts in the Pharaonic Period will be given first.¹¹⁸

Law Courts: Oaths in the Pharaonic Period could be taken in court or before an individual legal authority. The law courts consisted of committees of officials (*sr.w*) known as *ḏḏ.t* (Old and Middle Kingdom) and *ḏnb.t* (Middle Kingdom, New Kingdom). These had both a judicial and an administrative-notarial function (e.g. judging disputes, formalizing agreements and authenticating documents). From the New Kingdom onwards a bipartite system can be observed as the law courts were divided into great courts (*ḏnb.t ʕ.t* or *ḏnb.t wrt*), located in the capitals Memphis and Thebes, and smaller local courts (just *ḏnb.t*). The great courts, presided over by the vizier, dealt with disputes concerning land ownership, state affairs, officials or wrongdoings that entailed heavy corporal punishments. Local courts attended to minor private disputes about sales, overdue payments for loans, and petty crimes (e.g. theft of objects or the intercourse with a married woman), which could be punished with beatings. Of such local courts the one operating in the village of Deir el-Medina, which was usually composed by the scribes and the chief workmen, is by far the best known.¹¹⁹ In addition to courts, the divine oracle had jurisdiction over legal disputes. The Deir el-Medina court made regular use of the oracle (*in casu* the deified Amunhotep I, founder of the village) to decide a variety of legal disputes, in particular those involving property. The way the oracle communicated with the petitioners seeking justice went as follows. On special occasions, the statue of the oracle was carried around in a procession, during which the petitioners could approach the divine image with oral questions or written statements, usually on ostraca. The oracle answered simple yes-or-no questions (e.g. “did NN steal my

¹¹⁷ On these terms, see Chapter 1, p. 17.

¹¹⁸ The information about Egyptian law courts is primarily based on Lippert, ‘Law Courts’, *UEE* 2012, p. 2-5. See also Allam, *JEA* 77 (1991), p. 109-127.

¹¹⁹ According to McDowell, *Jurisdiction*, p. 155, the majority of the disputes dealt with by the *ḏnb.t* in Deir el-Medina concerned economic transactions (in particular cases involving allegations of breach of contract). For a summary of the subject matters falling under the jurisdiction of the Deir el-Medina court, see Allam, *JEA* 77 (1991), p. 110-111. About court proceedings in Deir el-Medina, see Donker van Heel and Haring, *Writing*, p. 162-167.

donkey?") by moving forwards to express "yes" and backwards for "no". If double written statements on ostraca (one positive and one negative) were placed on the ground in front of the oracle, the statue would move in the direction of the correct answer. Oaths could also be taken before the oracle.¹²⁰ Furthermore, individual officials and scribes, temple functionaries but also prominent members of the community mostly settled disputes by mediation or arbitration.¹²¹ Justice might be administered, judgment passed (and thus oaths taken) at the gate or in the forecourts of temples.¹²² In Deir el-Medina the so-called *hṯm* 'enclosure' or 'fortress' of the tomb is often indicated as the place where the court gathered.¹²³

2.2.3.1 The Use of Promissory Oaths

Pharaonic promissory oaths can be subdivided into three major categories, depending on the context in which they were used and their functions:

- I. Promissory oaths of warranty in a contractual context ('contract-related oaths' taken either in a judicial or non-judicial setting).
- II. Promissory oaths as oaths of truthful speaking and good conduct in court proceedings ('ethical oaths' taken in a judicial setting).
- III. Promissory oaths as oaths of office ('administrative oaths' taken in a non-judicial setting).

All three categories of promissory oath are usually sworn in the name of the king and during the Ramesside Period in the name of the king and the god Amun ('oath of the Lord'). Witnesses may be present at the oath-taking probably to be consulted at a later stage should a dispute arise. In the Late New Kingdom, most oaths include a penalty clause for breaking the vow. Penalties were various: fines, beatings, mutilation, impaling or deportation may be called upon the perjurer. The evidence, however, shows that only fines (except maybe double payments) and beatings, were truly executed punishments (see below); the other sanctions must be viewed as a wish for harm, that is to say as rhetorical tools to strengthen the force and impact of the oath.

¹²⁰ See for example O. DeM 133 (ex. 23 below), O. DeM 980 and O. Ashm. Mus. 23.

¹²¹ For more about cases submitted to the oracle, see McDowell, *Jurisdiction*, p. 246 and Lippert, 'Law Courts', *UEE* 2012, p. 7. On adjudication of cases by small panels or by a single individual acting as mediator or arbitrator in Deir el-Medina, see McDowell, *ibidem*, p. 146-148 and David, *Legal Register*, p. 239.

¹²² See e.g. the illustrative declaration of one official: "*I did not speak an (unjust?) word at the two door-jambs*" (taken from Jasnow, in Westbrook (ed.), *Ancient Eastern Law*, p. 265). See also the title 'Elder of the Gate' attested in the Middle and New Kingdom who may have had judiciary functions, as remarked by Jasnow, *ibidem*, p. 301. See also gatekeepers in legal proceedings in Deir el-Medina and the mention of persons fleeing to the 'place of the gatekeepers' in order to swear an oath, about which see McDowell, *Jurisdiction*, p. 41-46. One of the well-known terms attested for judge, *wḏꜥ-ryt*, seemingly means 'one who judges at the gate': Van den Boorn, *JNES* 44 (1985), *infra*. See also P. Strasb. 39: '...you will seek out those people ... to administer an oath, and you will take them to the forecourt of their god so they can swear by him (i.e. the god)'.

¹²³ See McDowell, *Jurisdiction*, p. 93-105.

I. Promissory oaths of warranty used in a contractual context (contract-related oaths)

When two parties enter either into an oral or written contract, they become legally bound and have mutual rights and obligations (duties). Contracts in Pharaonic Egypt were mostly verbal and the fulfilment of these contractual obligations was usually guaranteed through a promissory oath. Such an oath could be taken for example by a seller to secure his promise to deliver a certain object at a later stage or, by a buyer, to pay for it before a fixed date, or else be subject to a penalty. Also, contract-related promissory oaths are used to give warranty against outstanding claims from a third party, e.g. on a sold object; and to guarantee a waiver of suit, e.g. the promise not to contest exclusion from an inheritance.¹²⁴

These oaths could either be part of the original agreement between the parties or imposed by a court during a lawsuit (usually at the end).¹²⁵ In both cases, the oaths concern a promise to fulfil a contractual obligation and are thus very similar in content and formulation; however, the context and the timing of oath-taking are different.¹²⁶ In the first instance, the oaths are taken voluntarily by, or at request of, one or both parties at the moment of making a contract, when there is no matter to dispute (i.e. substantive-law based oaths, non-judicial setting; see previous chapter, p. 18). They are sometimes taken before a court, but this was done to notarize or formalize the agreement.¹²⁷ Such promissory oaths are usually proactive in use, as they intend to prevent a legal dispute by ensuring, in a more formal way, that the contract agreed upon would come into effect (and if need be, legal action could be taken). In the second instance, the oaths are imposed by a court as the consequence of a current legal dispute (procedural oaths, judicial setting). When legal disputes concerned the (delayed) performance of an obligation, such as the overdue payment of a debt, the court regularly ended up imposing an oath on the breaching party. In such a case, we speak of judicial oaths or oaths in consequence of judgment having been passed.¹²⁸ Such an oath, however, is not always conclusive of a disputed matter.¹²⁹ Due to a certain reluctance of the court to enforce the penalties, the legal disputes could continue for years on end and the oaths could be taken several times.¹³⁰

¹²⁴ Oaths pronounced with wills and partitions are also included in the category of contract-related oaths.

¹²⁵ As said, the judicial oath was not always taken during litigation in court but could also be the result of a negotiated compromise by mediation or arbitration by for instance a scribe (see O. DeM 73 rto.) or another prominent member of the community.

¹²⁶ It is not always easy to state whether the promissory oath was an integral part of the original agreement or was occasioned by the settlement of a dispute being brought to court. On this matter, see David, *Legal Register*, p. 12: “the lack of context and clear enunciation of the nature of the procedure makes it extremely difficult to decide in certain cases which legal step is covered by the documents”, and p. 237-241.

¹²⁷ See a.o. David, *Legal Register*, p. 12-13.

¹²⁸ Allam, *EVO* 17 (1994), p. 19-28.

¹²⁹ Contra Donker van Heel and Haring, *Writing*, p. 171, note 179. But see *ibidem*, p. 162-163, and p. 175: the authors make a distinction between the oaths that may be conclusive of a matter and the oaths that were not. See also McDowell, *Village Life*, p. 169: “although the oath carried substantial weight in the village, it is not necessarily considered conclusive”. Oaths to settle a dispute once and for all are well known in the Ptolemaic Period (decisory temple oaths); see below, p. 89-93.

¹³⁰ See e.g. O. Ashm. Mus. 53 (= O. Gardiner 53). On the problematic enforcement capabilities of judges in general, see McDowell, *Jurisdiction*, p. 170-179.

Promissory oaths to guarantee a contractual obligation

The oldest examples currently attested of such promissory oaths occur in a few documents from the Old Kingdom dealing with the sale of houses. Two papyri from Gebelein dating to the 4th dynasty (P. Cairo JE 66844, 1/6) record two similar sales transactions reporting the date, the statements of intention by both the seller to sell the house and the buyer to pay for it.¹³¹ The wording of the oath follows, by which each party separately declares that he is satisfied with the agreement, and therefore binds himself to fulfil his own obligations:

Ex. 1	<i>ꜥnḥ nswt di(=i) wn mꜥꜥ ḥtp(=i) ḥr=s</i>
	"As the King lives, (I) will cause that (it) is in order, ¹³² as (I) am satisfied with it". ¹³³

As said (p. 23), very few written agreements, and consequently written records of (quoted) oaths, have survived from these ancient times. The written agreements that did survive concern major transactions (sale of a house), which were more likely to be put into writing as a proof of title. Menu suggestively remarks that the simplicity and informal character of the Gebelein documents are reminiscent of the contemporary scenes of exchange in the market, which are depicted on many Old Kingdom tomb walls.¹³⁴ The words pronounced under oath by the parties in these sale contracts could be compared to the otherwise missing speeches in such market scenes, even though the subject matter varies from high value goods (houses) to everyday item (market).

The sale recorded on Stela Cairo JE 42787 from Giza (also known as 'the inscription of Serefka', 5th–6th dynasties) appears to be somewhat more formal and complicated.¹³⁵ This is the copy on a stela of a deed originally drawn up on papyrus,¹³⁶ as the document states: *Sealed with the professional seal, in the presence of the council (ḏḏ.t) of the pyramid 'Horizon of Khufu' and in the presence of many witnesses (listed by name).*¹³⁷ It concerns the sale of a house for which the price has already been paid by the buyer (Serefka), as acknowledged in the first

¹³¹ On these texts see Menu, in: Geus and Thill (eds), *Mélanges Vercoutter*, p. 257-259; eadem, in: Verdier (ed.), *Serment I*, p. 340; P. Posener-Krieger (a cura di S. Demichelis), *I papiri di Gebelein* (2004); Strudwick, *Texts from the Pyramide Age*, nr. 102, p. 185-186; Lippert, *Einführung*, p. 22-23; Muhs, *Ancient Egyptian Economy*, p. 33-34.

¹³² Cf. Strudwick, *op. cit.*, p. 185: 'I shall ensure that Ma'at should be enacted' and Botta, *Aramaic and Egyptian Legal Tradition*, p. 80: 'I give you which is right'.

¹³³ P. Cairo JE 66844, 6, l. 4.

¹³⁴ Menu, in: Geus and Thill (eds), *Mélanges Vercoutter*, p. 258-259.

¹³⁵ *Ibidem*, p. 250-255. Cf. Jasnow, in: Westbrook (ed.), *Ancient Eastern Law*, p. 128 and note 304.

¹³⁶ On the layout of these Giza Stela, cf. Eyre, *Use of Documents*, p. 143: "a layout that appears deliberately to copy a papyrus document". The use of a stela (a stone monument is in principle eternal) should provide perpetual inalienability and ownership, outliving the witnesses of the property arrangement.

¹³⁷ Based on the predominance of priests among the witnesses, Seidl, *Einführung*, p. 51, suggests that the oath was taken in a temple. Cf. Lippert, *Einführung*, p. 22, suggesting that the arrangement could concern a funerary chapel, the Egyptian term *pr* having both meaning of 'house' or 'tomb' (which latter, in my opinion, may clarify the presence of three *ka*-priests, i.e. mortuary priests, along with a necropolis worker and a builder as witnesses).

part of the contract. So only the seller of the house (Tjenti) takes an oath by which he guarantees the fulfilment of his own obligations and the future buyer's satisfaction:

Ex. 2	<i>ꜥnh nswt di(=i) wn mꜥ htp=k hr=s r hpr imyt nbt nt pr pn mh.n=k dbꜥ.w ipn m wdb</i>
	“As the King lives, (I) will cause that (it) is in order, (and) you will be satisfied with it, with regard to what will happen to everything which belongs to this house, as you have (already) fulfilled these payments in exchange for it”. ¹³⁸

As pointed out by Goedicke, it is difficult to decide whether the inclusion of such a promissory oath by the seller in the rather isolated documents of sale from the Old Kingdom was ‘usual or exceptional’.¹³⁹ There are two possible scenarios to explain the presence of the council (*dbꜥ.t*) and of many witnesses. This was either due to the formal registration of the original verbal agreement between the two parties, which transformed it into a “contract”,¹⁴⁰ or because of a dispute.¹⁴¹ In the first case the oath was originally incorporated into the text and did not concern a matter of dispute, while in the second case the record of the agreement and the oath arose from litigation.

Contract-related oaths similarly aiming to strengthen an agreement between two parties and secure the execution of the obligations arising from it also occur in certain documents from the Middle Kingdom, e.g. P. Kahun II, 1 (= P. UC 32055), dealing with the sale (on credit) of a priestly function. The two parties of the transaction recorded in P. Kahun II, 1 are the father of the speaker of this text and a scribe, respectively the seller and the buyer of the function. An oath was required from both parties regarding their satisfaction with the terms of the sale they agreed upon (assertory oath, verbatim quotation recorded, see below ex. 22); this was done in order to secure their agreement and the related promises of delivery and payment.¹⁴² When the seller died, however, the scribe, i.e. the buyer, had yet to fulfil his financial obligations, and thus the son of the seller made a claim to enforce the payment of the amount promised under oath by the scribe (promissory oath, verbatim quotation not recorded).

¹³⁸ Stela Cairo JE 42787, ll. 14-15. For a different interpretation see Jasnow, in: Westbrook (ed.), *Ancient Eastern Law*, p. 112 and especially p. 128, who mistakenly maintains that the oath was taken by the buyer “regarding the future compensation for the interior items (*‘everything which is in the house’*)”.

¹³⁹ Goedicke, *DE* 5 (1986), p. 76.

¹⁴⁰ *Ibidem*.

¹⁴¹ As suggested by David, *Legal Register*, p. 239, note 884.

¹⁴² The text of the oath expressing the satisfaction of the parties with the terms of the sale may be classified as being assertory, while the promissory part concerns the payment of the sum agreed upon. To this regard, see Menu, in: Verdier (ed.), *Serment* I, p. 339, who speaks of a “serment déclaratif ayant des effets conservatoires et pouvant avoir des effets promissaires”. According to David, *Legal Register*, p. 238-239 and note 878, this is a case of “double assertory oath of the parties” which may have been “occasioned by the settlement of a dispute”. On the latter, see also Wilson, *JNES* 7 (1948), p. 144, who believes that the agreement and thus the oath in P. Kahun II, 1 are to be placed in the context of an “adjustment of a dispute”. See also Muhs, *Ancient Egyptian Economy*, p. 72 and 85, who refers to P. Kahun II, 1 as a petition.

Ex. 3	<i>iw grt dd.n n=i p[₃]y=i] it hft wn=f mr [ir] tm.tw rdi n=k p[₃] tpy-r ʿrk.n n=i sš hry htm [i]i-m-iʿt-ib [k₃]=k spr=k hr=f sr sdm.t(y).fy st k₃ di.tw n=k p[₃] tpy-r hrwy.fy-sw</i>
	<i>‘Moreover, my father said to me when he was ill: “If the sum which the scribe in charge of the seal Iyemiatib promised to me under oath¹⁴³ is not given to you, then you should petition about it to the official who will judge it, so that the sum will be given to you”, so he said’.</i> ¹⁴⁴

Unfortunately, it is not known how the dispute ended. However, judging from the words of the father, the fact that a buyer would take an oath seems to simplify the decision of an authority in any future dispute. This implies that the oath was regarded as evidence of a binding agreement, including the promise of deferred payment, thus the son must have stood a good chance of being paid the disputed sum at some stage.

Summarizing, the examples of contract-related oaths from the Old and Middle Kingdom show that the oath is used to formalize and secure the agreement between the parties and to guarantee the fulfilment of the obligations arising from it, whether taken in a context of litigation or not. There is no mention of any compensation for overdue or non-performance of the original contractual obligations (i.e. breach of contract) in any of these texts. Apparently, once the parties have expressed their satisfaction and made their promises under oath, the terms of their agreement are considered irrevocable, that is, legally sufficient.

The practical observation that contractual parties rarely succeeded in rigorously keeping their promises may be at the origin of the introduction of new options over the course of time. The documentation currently available from the New Kingdom, in particular from the Ramesside Period, shows that the promissory oaths to fulfil the original or primary contractual obligation, i.e. ‘the principal object of the contract’¹⁴⁵ (such as, for instance, to settle a debt or to deliver an object sold before a fixed date), are often combined with a penalty clause. Such a clause states the consequences, or secondary obligation(s), in case of failure in the fulfilment of the original contractual obligation due to non-performance, overdue performance or incorrect performance.¹⁴⁶ The consequences could either be a ‘monetary’

¹⁴³ Literally it is said “sworn to me” (*ʿrk.n n=i*), but it undoubtedly concerned a promise under oath to pay for the priestly office.

¹⁴⁴ P. Kahun II, 1, ll. 17-20. The text was first edited by F. Ll. Griffith, *Hieratic Papyri from Kahun und Gurob* (1898), p. 36-38 and has recently been re-published by Collier and Quirke, *Lahun Papyri*, p. 102-103 (UC 32055). A slightly different translation is provided by R.B. Parkinson, *Voices from Ancient Egypt* (1991), p. 110-111. See also remarks by Ray, *JEA* 59 (1973), p. 222-223.

¹⁴⁵ *Black’s Law Dictionary*, p. 970. In other words, original or primary obligations are those arising from the contract itself; for example the primary obligation of the seller is to deliver the object sold (see *ibidem*). An original obligation is distinguished from the secondary or accessory obligation arising from the penalty clause, for which see the following note.

¹⁴⁶ Secondary or accessory obligations are those that have to be fulfilled in case the original cannot; for example the secondary obligation of the seller, who cannot deliver the object sold, is to pay compensation, e.g. a fixed sum, to the buyer for failing to do so (penalty clause for non-performance). Theoretically, there are three

penalty (for example the doubling of the obligation originally agreed upon) or a punitive measure, usually a corporal punishment (for example beatings). The financial and corporal consequences may also be combined within the same oath. Such promissory oaths are usually formulated as a condition together with an injunction (i.e. a threatened penalty for committing perjury), resulting in a bipartite sentence, consisting of a protasis and an apodosis, as follows:¹⁴⁷

a. protasis (if-clause)	Conditional clause (which expresses the stipulation)	• <i>ir + sdm=f</i> • <i>mtw=f sdm</i> (conjunctive, mostly Ramesside oaths)	<i>If I do this ...</i>
b. apodosis (then-clause) i	Penalty/punitive clause (which states the consequences for violating the stipulation)	• <i>sdm=f</i> (prospective) • <i>iw=f + adverbial clause</i>	(then) <i>I will ...</i> (e.g. <i>pay double / be beaten</i>)

The conditional clause, with which many oaths begin, may also be formulated as a negative statement expressing the violation of the original obligation, followed by a penalty clause stating the consequences of that violation: “*If I won’t pay such-and-such a thing before the fixed time, it will be charged double against me/I will be liable to 100 blows*”.¹⁴⁸ Since the consequences of the violation are expressed as an eventuality – that is to say in the *event* that something *would* go wrong – it is not always clear whether in due time the penalty was actually imposed or enforced when something in fact *did* go wrong. For example, the current documentation provides no clear cases in which the doubling of the original obligation invoked in so many oaths was unquestionably applied to debtors who allowed the deadline to pass unheeded. It actually seems that the court, or even perhaps the parties themselves, were somehow unable or even reluctant to enforce this particular penalty.¹⁴⁹ On the contrary, with regard to beatings, there is some evidence that these were far from unusual in legal and judicial procedures in Egypt. It is known, for example, that a beating was imposed for softening up the person accused or a witness before an interrogation, or to very recalcitrant debtors after repeated

possible relationships between the original obligation and the obligation due as penalty or compensation. They can be cumulatively, alternatively or successively claimed (i.e. the aggrieved party can claim both, can choose either the one or the other, can claim the original obligation up until the deadline, afterwards only the penalty or compensation). In practice, in Ancient Egypt usually the third option occurs: up till the time the penalty or compensation was due, the aggrieved party could only claim what was originally agreed upon (for example to deliver a donkey); afterwards only the penalty or compensation as the binding force of the original obligation ceased to exist.

¹⁴⁷ As remarked by Lorton, *JESHO* 20 (1977), p. 58, judicial oaths in the New Kingdom were formulated progressively “with genuine conditional sentences” following a development parallel to that of stipulations in private legal documents. See also Morschauser, *Threat-Formulae*, p. 4-5.

¹⁴⁸ However, I wonder whether the (oral) oath included a (preceding) positive promise to do such-and-such a thing, which was eventually not recorded, probably because embedded within the conditional clause.

¹⁴⁹ See a.o. McDowell, *Jurisdiction*, p. 179-180.

failures to pay.¹⁵⁰ Although here, too, the question is whether the usual 100 blows mentioned in so many documents have to be considered as a real number or rather as a symbolic one. In fact, we are probably dealing with a stereotyped formula.¹⁵¹

The first examples of a promissory oath to give compensation known to this writer occur in a few texts belonging to a private archive of the 18th dynasty from Gurob.¹⁵² This archive belonged to the herdsman Mesi who kept records of his economic transactions, many of which concerned the hire of slaves for a specific period of time. In these contracts it is usually the lessor who takes an oath by which he secures compensation in the event that the slave could not work, for example due to the hot weather.¹⁵³

These oaths run in a way similar to the following example of P. Gurob II, 1 (concerning the hire of two female slaves for 21 working days, which was paid in advance):

Ex. 4	<i>ḥꜥ.n ḏd.n=sn w3ḥ p3 ḥk3 (sp-sn) ir šmmw n3 hrw.w ir hrw s3 hrw p3 wn tw=i mḥ=kwi m swnt iry</i>
	<i>Thereupon they (i.e. the lessors, a woman and her son) said: “As the Ruler endures! (twice). If the days are (too) hot (for working), they will be made (i.e. compensated) day by day,¹⁵⁴ for I have received the price thereof in full.”¹⁵⁵</i>

The majority of the examples, as said, come from Ramesside Deir el-Medina, where the village workers kept records, some more and some less detailed, of all kinds of economic and legal matters, such as sales, loans, property arrangements, wills, etc. The whole spectrum of promissory oaths to fulfil a contractual obligation with various consequences for failing the fulfilment is represented in the Deir el-Medina documents. Hereafter follow some examples arranged by the type of consequence, i.e. financial penalties and corporal punishments.

– Oaths to fulfil the original obligation due by the contract agreed upon. Deadline may or may not be mentioned, but no penalty or other financial compensation for failures of performance is stated:

Ex. 5	<i>iry=f ḥnh n nb r ḏb3 t3 mtnw n Bk-n-wrnr m-b3ḥ 3-n-is.t Ḥꜥw s3 Imn-nḥt 3-n-is.t Ḥnsw</i>
	<i>He (i.e. one Neferher) took the oath of the Lord to reimburse Bakenwerel for the metal</i>

¹⁵⁰ See for instance O. Ashm. Mus. 53 (= O. Gardiner 53), rto. l. 9; P. BM EA 10403, col. III, 22-31; P. BM EA 10052, col. IX, 5-8 and P. Mayer A, col. I, 17-20. On this matter, see R. Müller-Wollermann, *Vergehen und Strafen: zur Sanktionierung abweichenden Verhaltens im alten Ägypten* (2004), p. 43-50.

¹⁵¹ As stressed a.o. by S. Allam, *Everyday Life in Ancient Egypt* (1985), p. 80.

¹⁵² Gardiner, *ZÄS* 43 (1906), p. 27-47.

¹⁵³ Cf. P. Berlin P 9784, ll. 25-28; P. Berlin P 9785, ll. 7-18; P. Gurob II, 2, ll. 17-21.

¹⁵⁴ It seems that hot days are unsuitable for work, and that every day lost for this reason will be compensated with another day. The papyrus does not tell us which kind of work the female slaves were hired to perform. K. Donker van Heel, *Mrs. Tsenhor* (2014), p. 119 who believes that the compensation ‘for the relatively little work done by two slave women’ was ‘preposterous’, suggests that they may have been hired to perform services of a sexual nature. This interpretation, however, in my opinion does not explain why the female slaves would not be allowed or be able to perform their services on days that were too warm.

¹⁵⁵ P. Gurob II, 1, ll. 7-9.

	<i>vessel in the presence of the chief workman Kha, the scribe Amennakht (and) the chief workman Khons.</i> ¹⁵⁶

– Oaths to fulfil the original obligation, even in case of failure of performance (e.g. overdue performance), including punishment by beating. Confiscation of the oath-taker's property may be mentioned as a compensation measure to enforce eventual payment:

Ex. 6	<i>ꜥnh n nb wšh Imn wšh pš ḥkš mtw=i tm ḏbš pš nkt n Bw-ḫn-tw=f r-šꜥ šbd 2 šmw [...] iw=i ḥry 100 n šḥt ink ḏbš sw n=f</i>
	<i>Oath of the Lord: "As Amun endures, as the Ruler endures! If I (one Nebamun) do not reimburse the goods to Buqentuf by (the end of) the second month of the šmw season (summer) ... I will be liable to 100 blows; it is I who will reimburse it to him".</i> ¹⁵⁷

– Oaths to fulfil the original obligation, or else pay double:

Ex. 7	<i>ḏd.n=f Pš-ḥry-pḏ.t wšh Imn wšh pš ḥkš mtw=i tm pš ½ šꜥty n Sš-Wšḏ.t r-šꜥ šbd 1 iw=f r=i r-ḫšb</i>
	<i>What Paherypedjet has said: "As Amun endures, as the Ruler endures! If I will not (give) this ½ shati¹⁵⁸ to Siwadjet in one month, it will be (charged) against me as double".</i> ¹⁵⁹

– Oaths to fulfil the original obligation, or else pay double and be beaten:

Ex. 8	<i>ḏdt.n rḥty Bšk-n-wrnr wšh Imn wšh pš ḥkš mtw=i tm pšy 4 ḥpt n rmt-is.t Pth-šd n šbd 3 pr.t sw 10 iw=i ḥry šḥt 100 iw=w r=i m-ḫšb</i>
	<i>What the washerman Bakenwerel has said: "As Amun endures, as the Ruler endures! If I will not (give) these four skeins of yarn to the workman Pthashedu, in the third month of the pr.t season (winter), day 10, I will be liable to 100 blows and they will be (charged) against me as double".</i> ¹⁶⁰

Some of the compensations or penalties mentioned above can also be seen as a form of the so-called 'novation', i.e. a substitution of the original obligation by a new one.¹⁶¹ In such cases, the obligation arising from the penalty clause encompasses or replaces the first original one. This, however, does not apply to a beating, as blows do not cancel or substitute the original obligation. The examples given above are the most common; the possible consequences for violating the original obligation do not always consist of a double payment

¹⁵⁶ O. Ashm. Mus. 68 (= O. Gardiner 68), ll. 3-4.

¹⁵⁷ O. UC 39655 (= O. Petrie 60), ll. 2-3. In the sequel of the text there is mention of the confiscation of the oath-taker's house, i.e. the debtor, for the eventual payment.

¹⁵⁸ The 'shati' (šꜥty or sniw), an object of silver, probably a ring, was used as a measure of value. See Janssen, *Commodity Prices*, p. 102-105.

¹⁵⁹ O. DeM. 61, ll. 2-4.

¹⁶⁰ O. DeM. 564, ll. 1-5.

¹⁶¹ *Conditio sine qua non* for 'novatio' is that the new obligation differs in some way from the original one. This 'novum', i.e. new element, may range from simply a new deadline to the actual replacement of the item of the obligation. On novation, see *Black's Law Dictionary*, p. 959-960.

or a beating.¹⁶² The latter is demonstrated for instance by the following text dealing with a legal dispute between the draughtsman Menna and the water-carrier Pentaweret concerning a donkey. Menna had paid the water-carrier a certain sum in advance in order to buy him a donkey. After failing to bring Menna a good animal twice, the water-carrier has to eventually swear to either bring Menna a (good) donkey or pay him his money back.

Ex. 9	<i>iry=f ʿnḥ n nb r-dd iw=i r di.t n=f ʿ3.t 1 r-pw p3 ḥd r-š3 ʿ3bd 1 ʿḥ.t [...] m-bḥ ʿ3-n-is.t is.t 2 p3 sš</i>
	<i>He (i.e. the water-carrier) took the oath of the Lord, saying: “I will give him (Menna) a (good) donkey or the ‘money’ before the first month of the ʿḥ.t season (inundation), [day ...]”. Before the two chief workmen (and) the scribe.¹⁶³</i>

Promissory oaths to guarantee a waiver of suit (quitclaim, renunciation)

These oaths usually consist of ‘negative’ promises. The theme of the promise usually has to do with a possible claim the oath-taker could enforce in the future. Typical oaths of this kind are those by which the oath-taker promises not to contest a certain business agreement in the future or his exclusion from an inheritance. It should be remarked that here, too, the promises dating to the New Kingdom are often associated with the assumption of a penalty or punishment of the oath-taker if the vow was broken (see above); moreover, the context of oaths sworn in cases of inheritance and divisions was usually litigation before a court.¹⁶⁴ These oaths have a function similar to that of the so-called ‘document of being far’ (*sh n wj*) or document of cession known in the Late and Ptolemaic Periods (see below, p. 71).¹⁶⁵ Hereafter follow a few illustrative examples of promissory oaths that guarantee a waiver of suit.

The first is represented by Stela Cairo JE 52453, known as the ‘Stèle Juridique’ of Karnak, from the Second Intermediate Period. It concerns the selling (*imyt-pr* lit. ‘which-is-in-the-house (document)’ or more freely ‘transfer’) of the office of governor of Elkab for settling a debt.¹⁶⁶ The literal wording of the oath is not recorded, but it is said that both parties took an oath to prevent them from any attempt whatsoever to back out of (i.e. to contest) their agreement, and the subsequent obligations:

Ex. 10	<i>iw=tw r rdi.t ʿrk=s n ḥr=s m ʿnḥ n nb sʿnn=s n st ḥr[=s] r [n]ḥḥ</i>
	<i>They (the parties) will be made to swear upon it (the agreement) with an oath of the Lord lest they go back on it, ever.¹⁶⁷</i>

¹⁶² See O. DeM 58, ll. 2-4 and similarly O. DeM 59, ll. 1-3; see also RAD 72, ll. 11-13; and Naunakhte Document IV, ll. 5-9.

¹⁶³ O. UC 39615 (= O. Petrie 14), ll. 4-5.

¹⁶⁴ See David, *Legal Register*, p. 238.

¹⁶⁵ *Ibidem*, p. 240.

¹⁶⁶ P. Lacau, *Une stèle juridique de Karnak* (1933); cf. Menu, in: Verdier (ed.), *Serment I*, p. 340-341.

¹⁶⁷ Stela Cairo JE 52453, l. 21.

As said (see p. 27), the oath recorded on O. DeM 56 (Ramesside Period) guarantees that the price agreed upon for a head of cattle will not be contested in the future. The transaction is not addressed directly in the text, so it not clear whether the oath was part of the original agreement concerning a sale or the oath was taken to conclude a dispute process.¹⁶⁸

Ex. 11	<i>ꜥnh (n) nb dd.n iry-ꜥ H^c-m-Ws.t wšh Imn wšh pš hꜥš 50 n dbn n hmt pšy ih bn mdw=i im=f m dwš sš dwš m-bšh rmt-is.t Nfr- htp</i>
	<i>Oath (of) the Lord that the doorkeeper Khaemwaset pronounced: “As Amun endures, as the Ruler endures! (The price of) this ox is 50 copper deben. I will not contest it tomorrow or after tomorrow (in the future)”. Before the workman Neferhotep.¹⁶⁹</i>

Finally, in a matter concerning the division of an inheritance, the woman Naunakhte makes a will, concerning her own property and the property from her first marriage, on behalf of the children of her second (and present) husband. Some of her children are excluded from this division because they did not take care of her when she became old.¹⁷⁰ About one year later one of the disinherited children, Neferhotep, appears in courts and swears that he will not contest his exclusion again:

Ex. 12	<i>iry=f ꜥnh (n) nb r-dd mtw=i pn<=> r mdwt n-im ꜥn iw=f hry 100 n šht šwj m šht</i>
	<i>He took an oath (of) the Lord saying: “If I turn back to contest it (i.e. the will) again,¹⁷¹ he (understand ‘I’) will be liable to 100 blows, (and will be) deprived of (my) things”.¹⁷²</i>

Apparently, Neferhotep had contested his mother’s will earlier, probably based on a crucial error made by the scribe of the will who forgot to write ‘not’ in the sentence stating his (and that of three more children) exclusion from the inheritance.¹⁷³

Promissory oaths to guarantee against outstanding claims (clear title)

Examples of such oaths, all dating to the New Kingdom, for the vast majority come from Deir el-Medina and are pronounced with sales and leases. Again, in many of these oaths the oath-taker commits himself to be liable to a certain sanction – stated in a penalty clause – if

¹⁶⁸ According to Malinine, *BIFAO* 47 (1947), p. 102-105, the oath was indeed part of the “acte authentique de vente proprement dite” while David, *Legal Register*, p. 228 doubts that, asserting that the oath could be conclusive of litigation.

¹⁶⁹ O. DeM 56, rto. 1-6 – vso. 1.

¹⁷⁰ Cf. O. UC 39619 (= O. Petrie 18). In this text, a man excludes a woman (probably his wife) from his will and leaves some land property to his son, who had taken good care of his father when he was ill. The wife, on the contrary, not only had abandoned her husband but had also taken away some clothing from him. Now the wife has to swear not to interfere with this arrangement.

¹⁷¹ *pn<=>*: ‘to turn upside down’; here reflexive + *r* + infinitive: ‘to do something again’. I owe this translation to P.W. Pestman.

¹⁷² P. Ashm. Mus. 1945.97, rto. col. V, 11-12 (this oath is part of the addendum in a second hand). Similarly O. BM EA 5625, vso. ll. 8-10.

¹⁷³ On this matter, see David, *Legal Register*, p. 73.

he breaks his vow that the object sold or leased is free of any claim from a third party (i.e. clear title). A legal term often used in these oaths is *mdt* ‘to dispute’, ‘to contest’.¹⁷⁴

In P. Berlin P 9785 (Gurob, 18th dynasty), recording the purchase of a female slave in exchange for cattle – which later resulted in a dispute about payment in court – it is said that the buyer of the slave should receive compensation if the slave was unable to work, due to the hot weather (similarly to P. Gurob II, 1, ex. 4 above) or to someone else having a claim on him:

Ex. 13	<i>wšh Imn wšh pš ḥkš ir šmm=f m dwš sš dwš [...] pw ir mdw.tw im=s in rmt nb iri gšb ḥr gšb</i>
	“As Amun endures, as the Ruler endures! if day after day be hot, [then it will be compensated]; or if it is contested by anyone, an equivalent shall be done (compensated) for an equivalent”. ¹⁷⁵

Most examples of oaths to guarantee clear title come from Deir el-Medina and mainly deal with donkeys.¹⁷⁶ They already attest in the New Kingdom to what would become one of the consistent principles of sale and lease of property from the 8th century B.C. onwards, first in the Abnormal Hieratic and then the Demotic sale contracts.¹⁷⁷ The principle was that in sale contracts the seller must guarantee to the buyer – who already fulfilled his obligation of payment – that no one would contest the title of ownership, in other words that no one else was somehow entitled to the object sold. In Deir el-Medina this took the form of an oath,¹⁷⁸ mostly under penalty of a 100 per cent fine (i.e. double payment) and a punishment of 100 blows. Despite the mention of the double payment, which is often associated with a trial, the context leading to the taking of such an oath does not always explicitly refer to a litigation procedure.¹⁷⁹ The following text provides a typical example:

Ex. 14	<i>iry=f ḥnh (n) nb r-dd wšh Imn wšh pš ḥkš bn mdt=i m pšy ḥ bn mdt ky im=f mtw iry=f iw=f r=i m-kšb</i>
	He (the seller) took an oath (of) the Lord, saying: “As Amun endures, as the Ruler endures! I will not dispute about this donkey; no one else will dispute about it. Should he do (so), it will be against me as double”. ¹⁸⁰

¹⁷⁴ For this term, see McDowell, *Jurisdiction*, p. 20-21.

¹⁷⁵ P. Berlin P 9785, ll. 14-17. Cf. Gardiner, *ZAS* 43 (1906), p. 38 ff; Malinine, *BIFAO* 47 (1947), p. 101.

¹⁷⁶ The Deir el-Medina evidence for transactions involving donkeys (mostly between workmen of the gang and watercarriers) is considerable: 12 examples concern the sale of donkeys and 33 examples deal with the lease or hire of donkeys. Of all these texts, 27 contain an oath. These can be easily searched in the Deir el-Medina Database.

¹⁷⁷ In Abnormal Hieratic documents of sale this also took the form of an oath, while in Demotic sales it was merely a stated obligation. See below, p. 70.

¹⁷⁸ This was mostly a promissory oath, but at times an assertory oath was used as well. See for instance O. Ashm. Mus. 1180, first memorandum, ll. 7-8: ‘No one else stands at its (i.e. a donkey) hindquarters’, which is the Egyptian formula for saying that no one else had a claim on the donkey (about which see note 106).

¹⁷⁹ See David, *Legal Register*, p. 239 and 243.

¹⁸⁰ O. Turin N 57173, ll. 3-5.

Surprisingly, one does not encounter similar guarantees of undisturbed use (in legal terms ‘quiet enjoyment’) of property in connection with other valuable items. As McDowell suggests, this was probably due to the fact that donkeys were often leased or, more rarely, sold by or through persons who lived outside the village, so their histories were difficult to trace and extra confirmation that there were no outstanding claims on the animal must have been required.¹⁸¹

The following oath to guarantee against outstanding claims differs from the previous examples, not only with regard to the context of the oath, but also with regard to the punishment invoked. The contents of the document into which the oath is incorporated, the Adoption Papyrus from the Ramesside Period, is also unprecedented. In this text the woman Naunefer – who had been adopted by her husband 17 years before to make her his only heir – frees and adopts three slave children (fathered by her husband with a slave woman) to secure their rights to inherit her property. In order to guarantee the will’s provisions against any claims by co-heirs, she takes an oath, reinforced by a threat formula. The latter, invoking sexual assault of a possible claimant by an ass, should be viewed as a wish for harm to strengthen the impact of the oath even further, and not as a real punishment.¹⁸²

Ex. 15	<i>ḏd=s w3h Imn w3h p3 ḥk3 ... mtw šri šri.(t) sn sn.(t) n t3y=w mwt p3y=w it mdwt im=w ... nk sw 3.t nk ḥm.t=f p3 nty iw=f ḏd b3k r w^c im=w</i>
	<i>She said: “As Amun endures, as the Ruler endures! ... should a son (or) a daughter (or) a brother (or) a sister of their mother (or of) their father contest about them (i.e. the children’s status) ... a donkey will copulate with him, a donkey will copulate with his wife, (namely) he who will call one of them a slave”.</i> ¹⁸³

There are only a few examples of such a threat formula attached to a legal oath;¹⁸⁴ however, the use of threat formulae not in conjunction with an oath to guarantee the provisions of private legal documents is well attested in the Ramesside Period.¹⁸⁵ In a sense the use of a threat and the swearing of an oath were related due to them being both used as a juridical instrument and considered as proof of a binding legal arrangement.¹⁸⁶ Nevertheless, in spite of the resemblance in formulae and use, the threat and the oath are not the same. An

¹⁸¹ McDowell, *Village Life*, p. 88.

¹⁸² Due to the fact that the threatening element is central in this oath, some scholars suggest to classify it as a ‘damnation oath’, a third form of oath alongside the promissory and assertory oaths. See David, *Legal Register*, p. 135. Although unusual, I believe that the use of a curse in this oath can be attributed to the special circumstances in which this oath was taken, which were unprecedented in the customary law, therefore most liable to be contested and thus probably in need of ‘extra protection’.

¹⁸³ P. Ashm. Mus. 1945.96 (= Adoption Papyrus), vso. ll. 1-6.

¹⁸⁴ See also P. BM EA 10335, also from the Ramesside Period, describing juridical proceedings before the oracle of Amun of Pakhenty. In the text a threat formula together with an oath is pronounced by a farmer guilty of theft, while promising not to withdraw his confession: ... *they made him take an oath of the Lord, saying: “If I go back on what I have said, I will be given to the crocodiles”.*

¹⁸⁵ For examples of threat formulae in New Kingdom legal documents, see Morschauser, *Threat-Formulae*, p. 177-189.

¹⁸⁶ Morschauser, *ibidem*, p. 266: “the threat-formula was probably regarded as a kind of promissory oath”.

important difference between them is that the oath-taker calls the penalty for perjury upon himself, whereas the threat formula invokes a penalty against a third person, i.e. the transgressor of a certain provision.

II. *Promissory oaths of truth and good conduct in court proceedings (ethical oaths)*

Apart from the promissory oaths taken in a dispute concerning the fulfilment of a contractual obligation (see contract-related oaths above, p. 35), other common examples of promissory oaths imposed by a court upon disputing parties or witnesses can be gathered under the heading of ‘ethical oaths’. These include for instance the oaths taken by a witness to ensure the truth of a future statement concerning a matter under investigation, or by one of the disputing parties to strengthen the promise to observe a certain course of conduct in the future, e.g. not to reiterate a certain wrong or illicit behavior. A standard feature attached to such ‘ethical’ oaths is a penalty clause invoking mainly corporal punishments upon the person foresworn, such as beatings and mutilation of nose and ears,¹⁸⁷ or deportation (mostly to Kush) upon those guilty of perjury (but almost no financial penalties, contrary to contractual oaths). As already mentioned (p. 34), only beatings were actually applied.

*Promissory oaths to tell the truth in a future statement*¹⁸⁸

These oaths are usually taken in the presence of, or imposed by, a court upon a person accused or suspected of having committed a crime, or upon witnesses of an affair under investigation, before being questioned. Many examples come from the Inscription of Mose, the Tomb Robberies papyri, and Deir el-Medina ostraca dealing with legal disputes among the villagers, and between villagers and local or state authorities. The oaths consist of a promise to tell the truth in a deposition,¹⁸⁹ or else to be subject to a (mostly corporal) punishment and even deportation. The following oaths are some typical examples.

In the inscription reporting the lawsuit of Mose,¹⁹⁰ there are several depositions in court, all along the following lines:

¹⁸⁷ For the mutilation of ears and nose as a threat as well as a real punishment (the latter not in oaths), see Loktionov, *JESHO* 60 (2017), p. 263-291.

¹⁸⁸ Cf. the use of assertory oaths to confirm the truth of an earlier statement or not to retract it (with self-imprecation). See below, p. 53-54.

¹⁸⁹ A similar kind of oath is still used nowadays in court when an individual is asked to swear to tell the truth before making a statement, and is accompanied by different symbolic acts. So, for example in England a witness or defendant takes the oath in court while holding a copy of the Bible (or another holy book according to religious belief) in his hand and repeating the words after the officer administering it. In Scotland, on the contrary, one does not take any book, but holds up his right hand and repeats the words after the presiding judge. In many cases, however, persons who object to being sworn, having no religious belief, are entitled to make a solemn affirmation instead of taking an oath, with the same force and effect.

¹⁹⁰ See A.H. Gardiner, *Inscription of Mes. A Contribution to the Study of Egyptian Judicial Procedure* (1905); G. A. Gaballa, *The Memphite Tomb-Chapel of Mose* (1977), p. 22-27. See also Eyre, *Use of Documents*, p. 155-162.

Ex. 16	wšh Imn wšh pš ḥkš ḏd.n=i m mš ^c .t bn ḏd=i ḥḏ mtw=i ḏd ḥḏ swš.tw fnd=i msḏr.wy=i didi.tw r pš t Kšš
	“As Amun endures, as the Ruler endures! I spoke the truth, I will not say falsehood.” If I say falsehood, may my nose and my ears be cut off (and) may I be put (deported) to the land of Kush ...” (deposition follows). ¹⁹¹

In a Deir el-Medina ostrakon, a village workman accuses a colleague of stealing three chisels belonging to Pharaoh. Two other workmen, who are said to have been witnesses to this deed, are brought into court and asked to testify. Before giving their statement they swear to tell the truth with the following words:

Ex. 17	m-bšh t knb.t ḏdt.n=sn ḥnh n nb wšh Imn wšh pš ḥkš pšy nty bin pšy=f bšw r mt Pr-ḥ ḏd.n=n m mš ^c .t Pr-ḥ bn ḏd=n ḥḏ mtw=n ḏd ḥḏ iw=n ḥwi m šht 100 šd.tw nš ḥš.w m nš(y)=sn pr.w didi r Pr-ḥ
	Oath of the Lord that they said before the court: “As Amun endures, as the Ruler endures, the one whose manifestation is worse than death, Pharaoh! We will say the truth (of) Pharaoh, we will not say falsehood; if we say falsehood, we will be beaten with 100 blows and the chisels will be taken from their (understand ‘our’) houses, (and) given to Pharaoh”. ¹⁹² (deposition follows). ¹⁹³

Promissory oaths to observe a certain course of conduct in the future

The specific theme and the circumstances of oath-taking vary, but all these oaths share the promise to maintain or refrain from a certain behaviour in the future. Both examples chosen here have something to do with matrimonial matters.

In a memorandum from Deir el-Medina a worried father makes his son-in-law swear an oath not to leave (or mistreat, see below) the former's daughter again, punishable by a beating and the loss of matrimonial property:

Ex. 18	ḥnh n nb ḏdt.n=f wšh Imn wšh pš ḥkš mtw=i pn ^c r nt ^c t šri.(t) n Tnr-Mntw m dwš sš dwš iw=f ḥry 100 n šh šwj m šḥpr.w nb nty iw=i irw=w irm=st
	Oath of the Lord that he (Nekhemmut) pronounced: “As Amun endures, as the Ruler endures! If I turn back to nt ^c ¹⁹⁴ the daughter of Telmont tomorrow or after tomorrow

¹⁹¹ Inscription of Mose, N 21-22.

¹⁹² O. Nash 2, rto. ll. 11-15.

¹⁹³ A similar oath is taken for example in P. Cairo JE 65739, dealing with a lawsuit involving the lady Erenofre accused of having acquired two slaves in exchange for things belonging to another woman. In this text the witnesses promise likewise to tell the truth or else be punished by repaying the value of the contested object themselves. It reads: *And they* (i.e. the witnesses) *stood before the court, and they took an oath of the Lord and of the god, saying: “We will speak truthfully, we will not say falsehood. And if we say falsehood the (value of) slaves will be taken from us”* (ll. 26-28: iw=sn ḥr ḥḥ m-bšh knb.t iw=sn ḥr iri ḥnh n nb m-mit.t ḥnh n ntr m-ḏd i.ḏd.n n mš^c.t bn ḏd.n ḥḏ mtw=n ḏd ḥḏ šd.tw nš bšk.w m-di=n).

¹⁹⁴ Unfortunately, the crucial word nt^c is a hapax, the exact meaning of which is still unknown. A similar verb in Semitic means “to abandon”: see J.E. Hoch, *Semitic Words in Egyptian Texts of the New Kingdom and*

	(i.e. in the future), <i>he</i> (read: I) <i>will be subject to 100 blows and I will be deprived of everything that I will acquire with her</i> ". ¹⁹⁵

In the second example the future bride of a Deir el-Medina workman sleeps with another man (i.e. Mery-Sekhmet, the son of the well-known draughtsman Menna); the husband-to-be complains to the officials, who eventually make the lover Mery-Sekhmet swear an oath not to see the woman again, or else be liable to mutilation and deportation:

Ex. 19	<i>iry=f ʿnh n nb m-dd w3h Imn w3h p3 h3k mtw=i mdt m-di t3 hm.t sw3.tw fnd=f šri=f msdr.wy iw=f didi.tw r p3 t3 K3š</i>
	<i>He took an oath of the Lord saying: "As Amun endures, as the Ruler endures! If I speak with the wife, his (read: my) nose (?) and my nostrils and my ears will be cut off, and I will be put (deported) to the land of Kush".</i> ¹⁹⁶

But in defiance of this oath he breaks his promise, visits her again and makes her pregnant. This time his own father drags him before the officials, where he swears another oath to stay away from her, or else be liable to banishment and forced labor:

Ex. 20	<i>iw sš Imn-nht di.t iry=f ʿnh n nb w3m r- dd mtw=i šm r p3 nty t3 šri.t P3-ym m-im iw=f didi.tw r k3h m p3 qdw n ibw</i>
	<i>Scribe Amennakht made him take an oath of the Lord saying: "If I go to the place where the daughter of Payom is, he (understand I) will be put to breaking stone in the quarry of Elephantine".</i> ¹⁹⁷

III. Promissory oaths of honest exercise of office (administrative oaths)

Finally, a particular kind of promissory oath, the so-called *sdf tryt* in Egyptian cannot be classified as either a judicial or a non-judicial oath. Rather, it was an oath of office or administrative oath, probably sworn by officials upon taking up their position and by vassals promising their obedience.¹⁹⁸

The exact meaning of the Egyptian expression *sdf tryt* is still subject to debate, as are some secondary aspects of the oath expressed by this term.¹⁹⁹ Its essence, however, as well as

Third Intermediate Period (1991), p. 196-198. The translation 'to leave', 'to reject' (suggested by Allam, *Ostraka und Papyri*, p. 40-42; and followed by McDowell, *Village Life*, p. 33) is rejected by Théodoridès, *CdÉ* 52 (1977), p. 71-72. Pestman suggested to me the translation 'to abuse' or 'to mistreat', based on the fact that cases of mistreating and domestic violence are known: see for example O. Nash 5 in which a woman complains about her husband who beats her and has to swear an oath not to do it again.

¹⁹⁵ O. Bodl. Libr. 253, ll. 4-7.

¹⁹⁶ P. DeM 27, vso. ll. 1-4. On adultery in Deir el-Medina, see also the case of Paneb, accused of sleeping around with several married women (P. Salt 124, rto. col. II, 1-4).

¹⁹⁷ P. DeM 27, vso. ll. 7-10.

¹⁹⁸ We leave aside the oath *sdf tryt* as imposed on conquered enemies, which probably had the same basic sense of respecting the state of Egypt and its institutions, but it is not taken in a private legal setting.

¹⁹⁹ Originally the meaning is perhaps 'establishing what is to be respected' as suggested by Baer, *JEA* 50 (1964), p. 180. Contra Morschauser, *JARCE* 25 (1988), p. 93-103, who argues that *sdf tryt* is not an oath itself,

the kind of oath it implied, can now be affirmed with certainty.²⁰⁰ By taking such an oath, most likely upon entering their positions, officials, but also workmen of Deir el-Medina, committed themselves to not abuse their position, to not carry out treasonable or criminal activities, and also to report anyone who did so. The following text, quoted from one of the papyri dealing with tomb robberies in the Theban necropolis during the Ramesside Period, offers a good example of such an oath of office:

Ex. 21	<i>di Pr-ḥ pȝy=i nb nfr sḏḏ tryt r-ḏḏ bn sḏm=i md.t bn ptr=i tȝ m nȝ sw.t ḥy.t mḏw.t mtw=i ḥp=f</i>
	<i>Pharaoh, my lord, imposed upon me a sḏḏ tryt, saying: “I will not hear a matter, I will not see an evil deed²⁰¹ in the great and deep places and conceal it”.²⁰²</i>

2.2.3.2 The Use of Assertory Oaths

Assertory oaths in the Pharaonic Period can be subdivided into two major categories depending on the context in which they were used:

- I. Assertory oaths in a contractual context (‘contract-related’ oaths taken either in a judicial or non-judicial setting).
- II. Assertory oaths imposed by a court or a comparable legal authority either during an investigation, a hearing or a lawsuit (‘court-related oaths’ taken in a judicial setting).

This type of assertory oaths is the most attested in the sources.

Assertory oaths deal with all kinds of legal matters, not only private legal disputes about economic transactions – circumstances that are similar to those of the judicial promissory oaths – but also theft of both private and state property, robberies or embezzlement.²⁰³ Their essential function is to confirm the truth of a certain statement. Such an assertion of truth can either be made by a defendant, plaintiff or a witness in relation to either a deed: “*As Amun endures, as the Ruler endures! (It is true that) I did or did not such and such*”, a fact: “*As Amun endures, as the Ruler endures! (It is true that) such and such occurred or did not occur*”, or a speech: “*As Amun endures, as the Ruler endures! (It is true that) I speak or spoke in truth*”.

Again, almost all assertory oaths from the Pharaonic Period come from Deir el-Medina

but rather a ‘technical expression’ meaning ‘*expunging of sin*’ and ‘referring to the issue of a legal pardon for a crime’.

²⁰⁰ The discussion among scholars about this matter has been surveyed by McDowell, *Jurisdiction*, p. 202-208, with the essential literature.

²⁰¹ B.S. Lesko and L.H. Lesko, *Dictionary of Late Egyptian* (1982), p. 104.

²⁰² RAD 57, ll. 8-10.

²⁰³ An assertory oath which does not fit either category of contractual or court-related oath is that found on the walls of the Theban tomb of Khaemhat (18th dyn.). This oath, sworn in the name of ‘*the great god who is in heaven*’ (*wȝḥ nṯr ḥ m pt*), is pronounced by an official verifying the work of land surveyors to attest that a boundary stela (with the name of the owner of the land and its extent, necessary to measure up the crops and determine the amount of the taxes to be paid) is standing in its place. See Berger, *JEA* 20 (1934), p. 54-56.

and date to the New Kingdom. Only a few examples come from somewhere else and date to the Old and Middle Kingdom. These latter examples are most often used in a contractual context. Similarly to the promissory oaths (see above, p. 38-39), a penalty clause conveying the punishments for perjury is regularly attached to Ramesside assertory oaths; the punishments usually consist of beatings (really performed), mutilation or deportation (never carried out). A financial penalty (for example a fine), on the other hand, which was a regular feature in, for instance, the promissory contractual oaths treated above, occurs less frequently in assertory oaths, which is not surprisingly as their use is for the vast majority not contract-related.

I. Assertory oaths in a contractual context (contract-related oaths)

Examples of assertory oaths used in a contractual context in Pharaonic Egypt are scarce. As we have seen (p. 35 *ff.*), contract-related oaths in this period are primarily represented by promissory oaths to guarantee the fulfilment of contractual obligations and give warranty against claims. The contract-related assertory oaths that have been preserved are employed to express the parties' satisfaction with the terms of an agreement, to confirm the actual execution of an obligation or to guarantee the authenticity of a certain document in a dispute. The oaths can be part of the original agreement or be taken during litigation.

Assertory oaths of satisfaction with an agreement

These oaths are used to express satisfaction, and thus assent, with the terms of an agreement, e.g. a sales transaction, by one or both parties. As we have seen, in the Old Kingdom Gebelein papyri dealing with the sale of houses (ex. 1), the seller's sworn statement actually consists of a combination of a promise and an assertion. The first gives a warranty concerning the fulfilment of the contractual obligations, which in fact is based upon and stands in causal connection with the assertion that follows, that is the declaration of satisfaction by the seller with the contractual terms agreed upon.

A similar oath of satisfaction occurs in the previously mentioned P. Kahun II, 1 from the Middle Kingdom concerning the sale (on credit) of a priestly function (see above, ex. 3). Both the seller and the buyer took an oath to declare their satisfaction with the agreement and to guarantee the execution of the contractual obligations arising from that agreement:

Ex. 22	<i>iw=tw r rdi.t ʕrk p3 s 2 m-ḡd iw=n hr.wy [...] wšd p3 s 2 iri ʕnh n nb m-bšh ...</i>
	<i>The two men will be made²⁰⁴ to swear saying: "we are satisfied [with it]". Then the two</i>

²⁰⁴ Differently from Collier and Quirke, *Lahun Papyri*, p. 103, who translate *iw.tw r rdit ʕrk p3 s sn m ḡd* as follows: 'the two men were made to swear saying ...'.

	men were called to take an oath of the Lord in the presence of ...” [a list of officials and witnesses follows]. ²⁰⁵

Assertory oaths to confirm the fulfilment of a contractual obligation

The oldest example of such an oath is to be found in the previously mentioned Stela Cairo JE 42787 from the Old Kingdom (ex. 2). In this text, after promising to give the buyer what he is entitled to (i.e. to deliver the house and its content), the seller confirms in the same sworn statement that the buyer has already fulfilled his obligations: ‘... as you have (already) fulfilled this payment in exchange for it (i.e. the house)’.

Another example is the Ramesside ostrakon O. DeM 133. This text deals with a legal dispute between a policeman and a draughtsman at Deir el-Medina about an overdue payment for the use of a donkey allegedly in the policeman’s possession. The draughtsman was probably the hirer of the donkey claiming the donkey back (or its price). The case was brought before the oracle three times; finally the oracle stated that the policeman had to pay an amount of 9 copper deben to the draughtsman. Two oaths had to be sworn before the oracle: one by the policeman himself to guarantee that he would not contest the decision (warranty of a waiver of suit) and another oath by a water-carrier, probably the middleman in the transaction brought forward as a witness, to confirm that he indeed handed over a donkey to the policeman (and thus the latter should pay the draughtsman). Hereafter follows the assertory oath taken by the water-carrier (in front of the entire gang):

Ex. 23	<i>ini=tw in-mw P3-wḥd m-b3ḥ p3 ntr t3 is.t dr=st iry=f ʿnḥ n nb n ntr r-dd swd=i p3 ʿ3 n mḏy Imn-ḥw m-b3ḥ iry-ʿ3 ʿn-ḥtp ms-ḥr Nb-imn</i>
	<i>The water-carrier Pawekhēd was brought before the god and the crew in its entirety. He took an oath of the Lord and the God saying: “I handed over the donkey to the policeman Amenkḥa in the presence of the doorkeeper Anhotep and the ‘child of the Tomb’²⁰⁶ Nebamun”.²⁰⁷</i>

Assertory oaths to guarantee the authenticity of a document

P. Berlin P 9010, from the Old Kingdom (6th dynasty), records a legal dispute about the inheritance of a family property and the authenticity of a will in favour of one of the

²⁰⁵ P. Kahun II, 1, ll. 9-11. See also above, note 144.

²⁰⁶ Note that the doorkeeper could have juridical functions (see above, note 122); by the ‘child of the Tomb’ is meant a child (or youngster) of the institution (the Tomb being the name of the institution or department assigned the creation of the royal tombs), mostly an apprentice who later would become a full workman. Both witnesses were brought forward and confirmed the truthfulness of the water-carrier’s statement.

²⁰⁷ O. DeM 133, vso. ll. 2-4.

contestants, Sebekhotep.²⁰⁸ Since the opponent disputes the authenticity of such a will, three defence witnesses must swear that the document was not a forgery, probably implying that they were present when the document was written down.

Ex. 24	<i>ir in(n) Sbk-ḥtp pn irw 3 ikr.w nw nḥt ḥr=sn irt(y)=sn bḥw=k r=f nṯr mi ntt ir.n.t(w) is sš pn ḥft dd Wsr pn im wnn m-ḥnw Sbk-ḥtp pn</i>
	<i>If this (i.e. aforementioned) Sebekhotep brings forth three excellent and trustworthy witnesses, who will take (this oath): “May your manifestation be against him, o god”, that this document was truly made according to what this Ouser said on this, then the matters will remain in the house of this Sebekhotep”.²⁰⁹</i>

No other oath of this type has been preserved from the Pharaonic Period, but similar examples of oaths taken to confirm the authenticity, or the existence, of a document are known in the Ptolemaic Period (temple oaths).²¹⁰ Also, P. Berlin P 9010 provides the only known example of a juridical oath including the explicit threat of divine punishment prior to the Ramesside Period, when this practice, as already pointed out, was a common feature of oaths.

II. Assertory oaths during an investigation, a hearing or a lawsuit (‘court-related oaths’)

This group of assertory oaths is the one most represented in the sources, and was a regular part of standard court procedure. The vast majority of the surviving examples come from Ramesside Deir el-Medina (19th and 20th dynasty) and can be taken in court by both defendants and witnesses either as oaths of innocence or testimony against various accusations, e.g. theft or blasphemy, or as oaths of truth with regard to for instance a deposition.

Assertory oaths of innocence against the accusation of wrongdoing

The assertory oaths of innocence are usually formulated as a denial, i.e. rejecting an accusation of having committed a certain wrongdoing or crime (theft is often mentioned). They are usually taken by the defendant in a case brought to court on the plaintiff’s initiative. These oaths of innocence can be seen as the precursor of the well-known purgatory temple oaths from the Ptolemaic Period, which were regularly used by defendants to clear themselves of various suspicions or presumptions of wrongdoing, among which was stealing

²⁰⁸ For more on P. Berlin P 9010, see A. Théodoridès, in: J.R. Harris (ed.), *The Legacy of Egypt* (1971), p. 295-300; idem, *Vivre de Maat. Travaux sur le droit égyptien ancien* (1995), p. 387-394; Goedicke, ZÄS 101 (1974), p. 90-95. Cf. also Jasnow, in: Westbrook (ed.), *Ancient Eastern Law*, p. 109-112.

²⁰⁹ P. Berlin P 9010, ll. 5-7. About the procedure see Lippert, ‘Law Courts’, *UEE* 2012, p. 3-4.

²¹⁰ On these temple oaths, see below p. 89 ff.

(see below p. 90-91).²¹¹ The following are two representative oaths of innocence from Deir el-Medina, respectively dealing with theft and blasphemy:

The lady Herya is accused of having stolen a chisel from a Deir el-Medina workman. Summoned before the court, Herya declares her innocence under oath:

Ex. 25	<i>iry=s ʕnh ʕ n nb r-dd bn ink i.iḫy pḫy ḫḫ</i>
	<i>She (i.e. Herya) took a great oath of the Lord, saying: "I am not the one who stole this chisel".</i> ²¹²

In the workmen's village, four persons had accused a chief workman of uttering insults against Pharaoh Seti. Under examination by the *ḫnbt*-court the accusers confessed that they really had heard nothing, whereupon they had to confirm this under oath:

Ex. 26	<i>ḏd n=sn ṭ ḫnb.t (...) i.ḏd wḫ Imn wḫ pḫ ḫḫ mn ḫnw m-di Pr-ʕ mtw=tn ḫḫp.tw=f m pḫ hrw r pri ḫr=f m dwḫ r-sḫ dwḫ iri swḫ fnd=f msḏr.wy=f [...] bin iw=tw ḫr di.[t] n=sn 100 n ḫḫ nḫsw ḏri.w</i>
	<i>The court said to them (... follow four names ...). Say: "As Amun endures, as the Ruler endures! There is no blasphemy against Pharaoh!". If (anyone of) you conceal it today in order to disclose it tomorrow or after tomorrow (i.e. in the future), his nose and ears are to be cut off [...] evil". And they were given 100 severe blows of the stick.</i> ²¹³

Assertory oaths to confirm the truth of a deposition in court

Many cases of deposition under oath in a judicial context are provided by the Tomb Robberies papyri dealing with the thefts in the Theban necropolis and the mortuary temples of West Thebes. The majority of these oaths are taken by the villagers of Deir el-Medina, who as necropolis workmen were the obvious suspects in the robberies. The person summoned for interrogation is usually requested to take either a promissory oath before giving his deposition that he will speak the truth (see above, p. 46-47), or an assertory oath thereafter to confirm that what he has said is true.

²¹¹ The purgatory oaths whereby a person was accused of not repaying a loan of money defended himself by declaring that he had no possessions (and thus could not pay the loan back) do not exist in the New Kingdom, but are first attested in the Ptolemaic Period (see e.g. P. Mattha, III, 9-10; IV, 13-16; V, 3-7 etc.). Seidl, who believed that such oaths did in fact exist in the New Kingdom, was proved wrong by Malinine, *BIFAO* 46 (1946), p. 107 and 111.

²¹² O. Nash 1, rto, l. 17 – vso, l. 1. Actually, by taking this oath Herya committed perjury: in fact, the rest of the text reports that when a messenger of the court was sent to search her house, he found the chisel there, hidden together with a *situla* belonging to Amun. The theft is called 'an abomination of the village' and Herya is deemed guilty and 'worthy of death'. We do not know, however, which punishment – if any – was eventually inflicted on Herya. For more on this text, including a mistake made by the scribe while writing the oath formula, see Donker van Heel, *Djekhy & Son*, p. 168-169.

²¹³ O. Cairo CG 25556, ll. 7-9.

The following two texts are examples of such assertory oaths taken by tomb robbers after they have confessed to their crimes in detail. In both texts the oath-takers confirm the truth of an earlier statement, and commit themselves to be punished in the event that they retract the statement or if it is discovered that they were lying:

Ex. 27	<i>iry=f ʕnh n nb r-dd mʕ.t pʕ dd nb mtw=i pnʕ rʕ=i ʕn m dwʕ sʕ dwʕ iw=i di=k(wj) iwʕ(y.t) Kʕš</i>
	<i>He took the oath of the Lord saying: “All that I have said is true. Should I reverse my statement tomorrow or after tomorrow (in the future), I will be put (in) the garrison of Kush”.</i> ²¹⁴

Ex. 28	<i>iry=f ʕnh n nb r-dd mʕ.t pʕ dd nb iw bn mʕ.t pʕ dd=k iw=i di=k(wj) tp ht</i>
	<i>He took the oath of the Lord saying: “All that I have said is true. Should I speak falsely, I will be put upon the stake”.</i> ²¹⁵

In conclusion, a remark must be made about the documentation of assertory oaths in the New Kingdom. Despite the abundance of sources available for this period, records of assertory oaths are less numerous than the records of promissory oaths, and clear and full written records of assertory oaths are especially hard to find among the surviving examples. This is mainly due to the fact that many texts combine the assertory oath with an injunction, leaving aside or incorporating the oath contents in the formulation of this injunction, as in the following example:

Ex. 29	<i>ʕnh n nb ddt.n ʕnh n niw.t Iry-nfr.t wʕh Imn wʕh pʕ hʕʕ mtw mtr.w sʕhʕ r.r=i iw wn ht nb n ʕnh n niw.t Bʕk-Mw.t m pʕy hʕ rdi.n=i r tʕ bʕk[.t] mtw=i hʕp=f iw=i r 100 n sʕ iw=i šwi=k[wi] im=st</i>
	<i>Oath of the Lord said by the (female) citizen Erenofre: “(As) Amun endures, (as) the Ruler endures! (not written: “There is no property of Bekmut among the silver I have paid for this servant, all that I have said is true”). If witnesses establish against me that there was any property belonging to the (female) citizen Bekmut among this silver which I gave for this servant, and I have concealed it, I will be liable to 100 blows, while I am deprived of her (the female servant)”.</i> ²¹⁶

Finally, in many cases it is difficult to distinguish the wording of the oath itself and the deposition of the attestant. This occurs especially when the text records a promissory oath to tell the truth followed by a statement as in O. Nash 2 mentioned above (see ex. 17):

Ex. 30	<i>m-bʕh tʕ knb.t ddt.n=sn ʕnh n nb wʕh Imn wʕh pʕ hʕʕ pʕy nty bin pʕy=f bʕw r mt Pr-ʕ ddt.n=n m mʕ.t Pr-ʕ bn dd=n ʕʕ mtw=n dd ʕʕ iw=n hwi m sʕt 100 ... i.n=sn ddt.n=sn ptr=n hʕ 2 m tʕ ʕ.t n Hwy sʕ Hwy-nfr nty m sʕt hr-sʕ pʕ hrw m-mʕ.t hr bn</i>

²¹⁴ P. BM EA 10053, vso. col. II, 18.

²¹⁵ P. BM EA 10053, vso. col. III, 5.

²¹⁶ P. Cairo JE 65739, l. 17.

	<i>rh=n [...]</i>
	<i>Oath of the Lord that they said before the court: "As Amun endures, as the Ruler endures, the one whose manifestation is worse than death, Pharaoh! We will say the truth (of) Pharaoh, we will not say falsehood; if we say falsehood, we will be beaten with 100 blows ... " (promissory oath).</i> <i>So they said. They said: "it is true that we saw two chisels in the hut of Huy, son of Huy-nefer, in the valley, after the hostilities, but we do not know [if they belong to Pharaoh]". (deposition or assertory oath?).²¹⁷</i>

In summary, the use of juridical oaths, both promissory and assertory, in the (Early) Pharaonic Period can be concisely charted as follows:

Table 2. The Use of Juridical Oaths in the Early Pharaonic Period

Early Pharaonic Period (ca. 2600–1070 B.C.)	Promissory oaths	Assertory oaths
	Contract-related (judicial and non-judicial setting)	
	Guarantees of: • fulfilment of obligations • quitclaim • clear title	Declarations of: • satisfaction with agreement • fulfilment of obligations • authenticity of documents
	Court-related (judicial setting)	
	Guarantees of: • truthfully speaking • good conduct	Declarations of: • innocence • truthful deposition
	Administration (non-judicial setting)	
	Guarantees of: • honest exercise of office	--- --

²¹⁷ O. Nash 2, rto. ll. 11-17.

2.3. JURIDICAL OATHS IN THE LATE PHARAONIC PERIOD (ca. 1070–332 B.C.)

2.3.1 Sources: Third Intermediate Period, Nubian and Saite Period, Persian Period

The period demarcated for study in this section, the so-called Late Pharaonic Period,²¹⁸ includes the Third Intermediate Period (21st–24th dynasties, ca. 1070–747 B.C.),²¹⁹ the Kushite or Nubian Period (25th dynasty, ca. 747–664 B.C.), the Saite Period (26th dynasty, ca. 664–525 B.C.) and the Persian Period (27th–30 dynasties, ca. 525–332 B.C.). Unfortunately, the surviving legal texts are unevenly distributed through time and space; and, thus, so are the juridical oaths. The bulk of the surviving Late Pharaonic oaths consists of Theban oaths from the Nubian and Saite Period.

Third Intermediate Period (21st–24th dynasties, ca. 1070–747 B.C.): Generally known as a complicated and obscure historical period, it has a relative scarcity of legal texts and oaths.²²⁰ On the one hand, this may be due to the chance preservation of documents as is often the case in ancient Egypt; on the other hand, most agreements and transactions between private individuals, especially those concerning low value goods (not worthy of documentation), were probably made orally (i.e. without written transcripts) and only witnessed by community members. It has been suggested, however, that the underrepresentation of juridical oaths in the Third Intermediate Period may have something to do with the increasing use of oracles for legal and judicial private matters in this period, prolonging a tendency already attested in the Late New Kingdom.²²¹ In the Third Intermediate Period oracles were regularly consulted during trials (as in Ramesside Deir el-Medina) to resolve for instance long-winded disputes about overdue payments²²² while oracular property decrees were employed for a certain period by the elite to guarantee clear title in property transfers with the

²¹⁸ For the sake of brevity, henceforth ‘Late Period’.

²¹⁹ The temporal boundaries of the Third Intermediate Period are disputed. The dispute specifically concerns the inclusion of the 25th, or Nubian, dynasty as either part of the Third Intermediate Period or not. See for instance K. Kitchen, *The Third Intermediate Period in Egypt* (1986); for further bibliography on this matter see Jasnow, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 777 and note 1. I am inclined not to include the Nubian dynasty in the Third Intermediate Period, according to some actual changes in the Egyptian legal practice attested from ca. 700 B.C. – as already signalized by Malinine, *Choix*, p. v-vi – for which see below ‘Nubian and Saite Period’.

²²⁰ An overview of the legal sources from the Third Intermediate Period is provided by Jasnow, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 777-783; see also Lippert, *Einführung*, p. 7-84. Collections of inscriptions from this period, including transcriptions and some translations, are those by Ritner, *The Libyan Anarchy*, in particular p. 81-448 (21st–24th dyn.) and Jansen-Winkel, *Inschriften der Spätzeit*, I-II.

²²¹ Menu, in: Verdier (ed.), *Serment* I, p. 335 and 343, and Ritner, *The Libyan Anarchy*, p. 5. About the discussion whether the preponderant use of oracles in the Third Intermediate Period may have been a reaction to an over-use of oaths in the Late Ramesside Period, see Chapter 1, p. 7.

²²² E.g. P. Brooklyn 16205 (21st dyn.) from Thebes, recording two disputes about payment of land resolved through oracular consultations of the gods Hemen and Khonsu. Oracles are also found in donation stelae to guarantee clear title for property donated to temples, e.g. Stela Cairo JE 66285 (22nd dyn.) from Abydos dealing with the foundation of a funerary cult corroborated by the oracle of Amun-Re. These texts provide useful information about the written legal tradition in the Third Intermediate Period, partially compensating the scarcity of documentary sources, especially for dyn. 22nd–24th.

purpose to prevent title disputes from arising (especially during the 21st–22nd dynasties).²²³ Differently from the Ramesside Period, there are no attestations of oaths taken before or imposed by the divine oracle in the Third Intermediate Period.²²⁴ By contrast, threats, which in the Ramesside Period could be attached to oaths as well (as in the Adoption Papyrus), are regularly found in oracular property decrees and in donation stelae of royal and private property to temples.²²⁵ Interestingly, the dichotomy of threats of slaughter by the gods against anyone who may disrupt the endowment and promises to be in god's favor for those who will not interfere with it will be attested again in the threat formulae of the royal oaths from the Ptolemaic Period.²²⁶

The surviving contractual oaths included in P. BM EA 10800 (21st–22nd dyn.) and in P. Berlin P 3048 (22nd–23rd dyn.), along with the oath of office mentioned in the Elephantine Stela of Osorkon II (see exs. 39 and 37 below), show that the tradition of taking an oath in the conclusion of private legal affairs and in the administration, continued, at least up to a certain point, in the Third Intermediate Period.

Nubian and Saite Period (25th–26th dynasties, ca. 747–525 B.C.): From about 700 B.C. onwards,²²⁷ the evidence for the production of legal documents in general and of written contracts (e.g. land leases, slave leases or sales, money and grain loans, marital property arrangements) between private individuals in particular, is increasing, along with an 'increased professionalization' of legal scribes.²²⁸ Seeking for better documentation and enforcement of property transfers, parties in the used written records of oral agreements more

²²³ Muhs, in: Broekman, Demarée and Kaper (eds) *Libyan Period*, p. 265–275 and idem, *Ancient Egyptian Economy*, p. 146–147 and 153–155. The use of oracular decrees for legal land purchases was limited to the high priests of Amun in Karnak (e.g. Stela Cairo JE 31882 or Apanage Stela), or their closest family members (e.g. the oracular decrees for Henettawy and Maatkare, respectively daughter and wife, and mother of high priests of Amun, in the Amun temple at Karnak).

²²⁴ However, certain clauses and formulae in oracular decrees are reminiscent of an oath, see e.g. the following passage in the oracular property settlement of Menkheperre, ll. 31–32 (Khonsu temple at Karnak): 'Let silver payment be given to them in exchange for the plot of land, saying before the great god: "We have received the silver payment from the royal son; we are thereby paid in full", which could just as well be the text of an oath although not marked as such. In the same text, the taking of a false oath may have been alluded to in the following passage, ll. 11–12: 'Will Amun-Re ... turn himself away from anyone of the heirs who will litigate before Khonsu-in-Thebes-Neferhotep ... saying falsely: "I have received property ..." when they have not received it?'. For the whole text of this oracular decree, see Ritner, *The Libyan Anarchy*, p. 130–135.

²²⁵ See Morschauser, *Threat-Formulae*, p. 203–245.

²²⁶ As also remarked by F. Quack, in: G. Bohak, Y. Harari, S. Shaked (eds), *Continuity and Innovation in the Magical Tradition* (2011), p. 65–66.

²²⁷ The order and duration of the reigns in dynasty 25 are the subject of a current heated debate among scholars; in particular, the discussion concerns the reversal of the reigns of Shabaka and Shabataka, and the dates pertaining to them, for which see below. Scholars in favour of a reversal and a new chronology are for instance Broekman, *GM* 245 (2015), p. 17–31 and idem, *GM* 251 (2017), p. 13–20, and Payraudeau, *NeHet* 1 (2014), p. 115–127.

²²⁸ See Johnson, in: Sancisi-Weerdenburg, Kuhrt, Cool Root (eds), *Continuity and Change*, p. 154, who also speaks of "radical changes in the proliferation and form of legal documents", especially in the Saite Period; see also the remarks by Menu, *JEA* 74 (1988), p. 165–181 about "a change in legal relations and the differentiation of juridical strains associated with different agreements between parties".

widely, for which they began to turn to “those familiar with the proper legal vocabulary and format”, that is, contract scribes or notaries associated with Egyptian temples.²²⁹ First, during the 25th dynasty and at the beginning of the 26th dynasty, notary scribes used Abnormal Hieratic in Upper Egypt and Demotic in Lower Egypt;²³⁰ then, with the gradual spread of the Saite administration across Egypt, only the Demotic system in the entire country.²³¹ Many of the contracts drawn up in Abnormal Hieratic, but only a few in Demotic, included an oath before Amun and Pharaoh.²³² This is not due to the accident of survival of the sources (contracts in both scripts are abundantly attested), as may be the case in other historical periods; also, the early Demotic contracts including such an oath do not represent an adjustment by the northern Demotic tradition in its initial phase to the established Abnormal Hieratic tradition in Thebes, before taking over the latter and becoming the standard business script for the entire land.²³³ Rather, these texts attest to the use of oaths in the northern Demotic tradition *as well*, that is, not influenced by the Abnormal Hieratic practice, and with their own formulae, which are slightly different from those of Abnormal Hieratic oaths (see below ‘format of oaths’ and exs. 35 and 36). In other words, the oath was an element present in both legal traditions. The fact that it quickly disappeared from use in the Demotic contracts agrees with the general development in Demotic towards standard, fixed contractual stipulations, i.e. true ‘guarantee clauses’, which eventually replaced the oath and its functions.²³⁴ On the other hand, the disappearance of specifically the oath before Amun in the

²²⁹ Jasnow, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 788. Temple notaries were probably already established in the Third Intermediate Period, as seems to be indicated by a group of abstracts of Hieratic, and proto-Abnormal Hieratic, contracts preserved on the verso of P. Berlin P 3048 (22nd-23rd dyn.), for which see Donker van Heel, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 139-147.

²³⁰ Centuries of political and administrative fragmentation in the Third Intermediate Period had led to the development of separate legal traditions and writing systems, Abnormal Hieratic in the south (developed out of Ramesside Hieratic used in Upper Egypt) and Demotic in the north of the country (evolved out of late cursive Hieratic used in Lower Egypt). For the differences between Abnormal Hieratic and Demotic in e.g. layout, language and formulae of documents, see Vleeming, *CdÉ* 66 (1981), p. 40; Martin, in: Lomas, Whitehouse, Wilkins (eds), *Literacy and the State* p. 29; and Donker van Heel, in: *Oxford Handbook* (forthcoming).

²³¹ The separate Abnormal Hieratic and Demotic traditions co-existed side by side in the first part of the Saite Period, then a gradual process of ‘demoticisation’ of Upper Egypt followed (at times resulting into hybrid texts mixing the two traditions), which ultimately led to the demise of Abnormal Hieratic during the reign of Amasis. As demonstrated by Martin, in: Lomas, Whitehouse, Wilkins (eds), *Literacy and the State*, p. 25-38, the implementation of early Demotic across the country was the result of a conscious administrative and legal Saite reform.

²³² The Early Demotic contracts including an oath are: P. Rylands 1 and 2 (both dated to 644 B.C.), and Disc Louvre N 706 (594 B.C.), dealing respectively with a sale of liturgies, a donation (pastophorion) and the sale of a slave (see exs. 35 and 36 below). Malinine, *Choix*, p. xviii-xix already drew attention to these texts, followed by Seidl, *Rechtsgeschichte Saiten- und Perserzeit*, p. 36-37.

²³³ As argued by Malinine, *Choix*, p. xviii. According to Donker van Heel, *Archive of Petebaste* (forthcoming), text 1, note X, the presence of oaths in P. Rylands 1 and 2 may be “illustrative of the confusion felt by some scribes” about what to include and what not when the Demotic legal tradition “was being implemented throughout Egypt during Dyn. 26”. I am most grateful to Koen Donker van Heel for allowing me to read and quote his unpublished manuscript.

²³⁴ For more about the standardization of legal phraseologies, resulting in a limited number of clear-cut clauses easily adapted to different circumstances, and uniformity in the writing system of Demotic (in contrast to Abnormal Hieratic), see Donker van Heel, in: *Oxford Handbook* (forthcoming). For the conceptualization that led to a more abstract legal terminology in Demotic documents, see the remarks about sales contracts by Menu,

early Demotic legal contracts from the North may have been due to Amun being a typical Theban deity with too much influence in the region that needed to be stamped out.²³⁵ However, the taking of oaths *per se* did not disappear from the legal system: the oath of office in the Demotic P. Louvre E 7840 of 541 B.C. sworn in the presence of Amenhotep son of Hapu, the patron-deity of the Cult-Guild (ex. 38 below), and later the numerous Ptolemaic temple oaths, show that the oath before the god remained as a legal instrument and occupied a central position within the judicial procedure.

Persian Period (27th–30 dynasties, ca. 525–332 B.C.): In this period, Egyptian temple notaries and Egyptian courts coexisted alongside Aramaic-speaking Persian officials and soldiers stationed in Egypt. The first used the Demotic language, script and law system (Demotic had replaced Abnormal Hieratic throughout Egypt), whereas the Persians employed the Aramaic system by writing contracts in their own language and script, and had separate courts that adjudicated cases according to their own (contract) laws. Although the surviving Aramaic documentation in Egypt (for example that of the Jewish garrison at Elephantine) is not the subject of this study, it should be mentioned that there are some similarities to the Demotic documentation, and that one of the features of the Elephantine Aramaic legal practice is the use of oaths, e.g. in dispute resolution.²³⁶ The latter use of oaths is particularly interesting to us: Persian officials in Elephantine could adjudicate a dispute by imposing an oath upon one of the litigants, mostly the defendant, who would be justified and win the case by simply swearing upon it (the oath was sworn in Aramaic by Yahweh). The decisive role of the Aramaic oath in settling a dispute is worth mentioning here, as it bears a striking resemblance to the use of Demotic decisory temple oaths in the subsequent Ptolemaic Period.²³⁷

Recherches II, p. 293 and especially Martin, in: Lomas, Whitehouse, Wilkins (eds), *Literacy and the State* p. 29: [in Demotic] “the document ceases to be a record of an actual ‘transaction’ as such, i.e. the handing over of a sum of money, and becomes the record of a legal procedure, the transfer of ownership and of legal title. There has been a conceptual step up in the underlying principle”.

²³⁵ As also suggested by Donker van Heel, *Djekhy & Son*, p. 41. See also how Psammetichus I managed to limit the power of the high priests and the god’s wives of Amun and, thus, regain control over the Theban politics, by installing his daughter Nitocris as heiress to the very influential position of Divine Adoratrice of Amun (also invoked in some oaths, e.g. P. Louvre E 3228d). For an insight into a similar strategy as part of the Saite reforms, cf. also P. Rylands 9, where the overseer of fields confiscates some of the fields from the Amun priests of el-Hibeh.

²³⁶ The Elephantine Aramaic documentation has been studied by B. Porten, *Archives from Elephantine. The Life of an Ancient Jewish Military Colony* (1968), especially, p. 151–158 about oaths. See also Porten et alii, *The Elephantine Papyri in English: Three Millennia of Cross-Cultural Continuity and Change* (1996). For more on the similarities between the Elephantine Aramaic documentation and the Demotic documentation, see Botta, *Aramaic and Egyptian Legal Tradition*. For the discussion about which legal practice and system influenced the other, see Ritner, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 343–359, who has convincingly shown that many of the shared features of Elephantine Aramaic and Demotic material have antecedents in the Egyptian, but not in the Aramaic, legal tradition.

²³⁷ For the Ptolemaic temple oaths, see below, p. 89–93. Note that the first true decisory oaths attested in the Egyptian documentation occurs in the following Abnormal Hieratic texts: P. Louvre E 3228c, P. Louvre E 7861 and P. Louvre E 7848 (exs. 40, 45, 46 below).

2.3.2 Formats of Oaths, (Abnormal) Hieratic and Demotic

Oaths in the Late Period are usually incorporated into contracts or other juridical texts rather than being a type of document in itself. This was also the case with many oaths in earlier historical periods. There is, however, an important general difference between the contracts in which later oaths are incorporated and, for instance, the sources for many New Kingdom Deir el-Medina oaths. That is to say: many of the Deir el-Medina juridical texts and oaths were often only partially recorded, sometimes by the parties themselves, on ostraca as merely a reminder, an *‘aide-mémoire’*, of the oral agreement, mostly without any mention of witnesses. Oaths of the Late Period, on the contrary, are inserted into fully recorded contracts drawn up on papyri as formulated by a professional scribe, who was familiar with the legal terms and formulae, and subscribed by witnesses. Nevertheless, these oaths still represent oral tradition, and the contracts must be understood as ‘records of contracts orally agreed upon’ by the parties.

The Format of Abnormal Hieratic Oaths: Significantly, oaths in Abnormal Hieratic contracts are regularly introduced by the following headings or scribal formulae that underline their oral procedure: $\overline{dd=f} / \overline{dd=s} / \overline{dd=w}$ ‘(what) *he/she/they has/have said*’, in which ‘*he/she/they*’ are to be understood as the declaring party in the contract. This formula is to be interpreted as the relative form $\overline{dd(.t).n} + NN$ “(what) *NN has said/says*”, as demonstrated by Vleeming,²³⁸ and it is already known as a type of heading or scribal formula introducing oaths and documents quoting oral depositions in Ramesside Deir el-Medina (see above, p. 27).

Following the introductory heading directly, the invocation formula of the oath in Abnormal Hieratic documents occurs in two slightly different main variants, type a and type b respectively (with type b using the verb $w\dot{s}h$ ‘to endure’ to invoke Amun):

Type a: $\overline{nh} \text{ Imn } \overline{nh} \text{ Pr-}\overline{s} \text{ snb.f di n=f Imn } (p\dot{s}) \text{ } \overline{knw}$ “As Amun lives, as Pharaoh lives! May he be healthy, may Amun give him (the) victory!”.²³⁹

Type b: $w\dot{s}h \text{ Imn } \overline{nh} \text{ Pr-}\overline{s} \text{ snb.f di n=f Imn } (p\dot{s}) \text{ } \overline{knw}$ “As Amun endures, as Pharaoh lives! May he be healthy, may Amun give him (the) victory!”.

As remarked by Donker van Heel,²⁴⁰ the invocation formula *type a* may derive from the following Hieratic formula that was firstly attested in a juridical text of the 22nd dynasty (P. Berlin P 3048, see ex. 31 below): $\overline{nh} \text{ Imn } \overline{nh} \text{ Pr-}\overline{s} \text{ } \overline{nh} \text{ } \overline{hm-ntr} \text{ } \overline{tpj} \text{ } n \text{ } [Imn] \text{ } \overline{dj} \text{ } n=f \text{ Imn } p\dot{s} \text{ } \overline{knw}$ “As Amun lives, as Pharaoh lives, as the first god’s servant of Amun lives! May Amun give him

²³⁸ Vleeming, *OMRO* 61 (1980), p. 14, note 47; contra R.H. Pierce, *Three Demotic Papyri in the Brooklyn Museum* (1972), p. 33-35, who regards $\overline{dd} + NN$ at the beginning of contracts as a $\overline{sdm.f}$ form.

²³⁹ A variant to this formula occurs in P. Louvre E 3228d (688 B.C.): $\overline{nh} \text{ Imn } \overline{nh} \text{ Pr-}\overline{s} \text{ snb=f dj n=f Imn } p\dot{s} \text{ } \overline{kn} \text{ } \overline{nh} \text{ Dw}\overline{3-ntr} \text{ Imn } \overline{tj=j} \text{ } \overline{hnw.t} \text{ } \overline{k(i)} \text{ } p\dot{j}=s \text{ } \overline{h} \overline{c}$. “As Amun lives, as Pharaoh lives! May he be healthy and may Amun give him victory! As the Divine Adoratrice of Amun lives, my mistress, may her life be long!”.

²⁴⁰ Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 80 and note 14.

victory!'. On the other hand, the invocation formula *type b* is a cross between formula *type a* and the older, well-known invocation formula of the Late New Kingdom $\epsilon nh\ n\ nb$ 'oath of the Lord', i.e. $w\dot{3}h\ Imn\ w\dot{3}h\ p\dot{3}\ h\dot{k}\dot{3}$ "As Amun endures, as the Ruler endures!"²⁴¹ Both types of invocation formula are sometimes abbreviated to a mere $\epsilon nh/w\dot{3}h\ Imn\ \epsilon nh\ Pr-\epsilon$ "As Amun lives/endures, as the Pharaoh lives!"²⁴²

The Format of Demotic Oaths: As said, there are only a few oaths incorporated into Demotic contracts (P. Rylands 1 and 2; Disc Louvre N 706). Their invocation formula is a variant, or an abbreviated form, of *type a* found in Abnormal Hieratic oaths as seen above, namely:

$\epsilon nh\ Imn\ \epsilon nh\ Pr-\epsilon$ "As Amun lives, as Pharaoh lives".

The invocation formula of an oath of office referred to in the Demotic P. Louvre E 7840 is not recorded, but the oath was probably sworn in the name of the patron-deity Amenhotep, son of Hapu. Contrary to Abnormal Hieratic oaths, early Demotic oaths are not introduced by the heading 'what NN has said' or similar scribal formulae. However, the oral character of Demotic oaths is underlined by a similar introductory formula (ϵdd 'saying'), which can be found in for instance P. Rylands 9.

Finally, It should be noted that neither Abnormal Hieratic nor Demotic oaths include a punitive clause for perjury or breaking the oath as that seen attached to so many oaths in the Pharaonic Period, especially in the Late Ramesside Period. Apart from the odd monetary penalty in contractual oaths, it seems that in the later oaths the chief sanction implicit within the oath (i.e. the wrath of the god) was considered sufficient deterrent against lying again.²⁴³

2.3.3 Use of Oaths, Promissory and Assertory

Introduction: Late Pharaonic oaths, too, can be gathered together under the headings of promissory and assertory. On the one hand, they cover spheres of use that are already known from earlier historical periods. These concern, for example, contractual oaths, both promissory and assertory, used to guarantee the future execution of an obligation or to confirm its actual fulfilment respectively. Sometimes a promise and an assertion are combined in the same sworn statement, usually to guarantee against any present and future claims on for instance an object sold.

The majority of these contractual oaths belong to the southern scribal tradition of Hieratic and Abnormal Hieratic. As we will see, many legal phrases of Abnormal Hieratic documents, included oaths, are already known or developed from the legal Hieratic language

²⁴¹ However, contrary to Late New Kingdom oaths, Abnormal Hieratic oaths by Amun and Pharaoh are never introduced by the heading 'oath of the Lord'.

²⁴² See also two Abnormal Hieratic oaths sworn before the god Khonsu-in-Thebes-Neferhotep referred to in respectively P. Louvre E 7848 and P. Louvre E 7861 (exs. 45 and 46), of which no invocation formula is recorded.

²⁴³ Cf. P. Mattha, col. VII, 30-31: the threat of being beaten is associated with the refusal to take the oath.

of Deir el- Medina (e.g. the use of *md* in the sense of ‘to dispute’ and the expression *dw3 hr-s3 dw3* ‘tomorrow or after tomorrow’ often used in connection of future claims being inadmissible, as in exs. 41-43 below). From the 26th dynasty onwards, the oath is replaced in the Demotic material by more fixed and standardized contractual clauses formulated by a notary.²⁴⁴ Oaths used in a contractual context will again be attested in the Ptolemaic Period, but this time in the Greek documents.²⁴⁵

Certain uses and functions of the oath in the Late Period, on the other hand, are new, e.g. the assertory oaths employed to definitely settle a legal dispute (i.e. decisory oaths). Decisory oaths are not attested before the Nubian and Saite Period in Ancient Egypt,²⁴⁶ but they will be increasingly used in the Ptolemaic Period, being both mentioned in law collections (e.g. P. Mattha, also known as the Legal Code of Hermopolis, and the Zivilprozessordnung, part of which may date back to the Saite and Persian Period)²⁴⁷ and widely attested as a type of text in itself by the Demotic temple oaths. Moreover, according to Diodorus Siculus a legislative reform took place during the reign of Pharaoh Bocchoris (24th dynasty).²⁴⁸ Although the precise nature and legal effects of this reform are unknown, an innovation concerning oaths is mentioned, that is, the use of a purgatory oath in order to discharge a debt when there was no written documentation of the loan (the oath-taker had to declare that he owned nothing). Unfortunately, no purgatory oaths have survived from the Late Period, but model oaths are mentioned in P. Mattha and concrete examples are known from the Ptolemaic temple oaths.²⁴⁹

Law Courts: As in the previous historical periods, oaths in the Late Period can be taken in court or before an individual legal authority.²⁵⁰ The well-known *knb.t*-courts continued until the Saite Period (26th dynasty), still being organized at two levels, with great *knb.t*-courts being located in the capitals and smaller local *knb.t*-courts in towns and villages.²⁵¹ Overall, the competences of the later *knb.t*-courts are similar to those described for the Pharaonic

²⁴⁴ The last Demotic contract including an oath is Disc Louvre N 706 (Psammetichus II, 592 B.C.), for which see below, ex. 36. Such an oath can be viewed either as an archaism or a vestige of an older tradition in the process of dying out.

²⁴⁵ See below, § 2.4.3.1.

²⁴⁶ As said (p. 35), the oaths imposed by the court in Deir el Medina at the end of a trial cannot be considered as truly decisory. The first attestation of an oath conclusive of a dispute is P. Louvre E 3228c (ex. 40) from the reign of Taharqa.

²⁴⁷ Some scholars have suggested that Ptolemaic legal ‘codes’ such as P. Mattha may derive from law collections and codifications during the Saite (Amasis) and Persian Period (Darius I). See for instance Lippert, *Demotisches juristisches Lehrbuch*, p. 149-159; eadem, ‘Egyptian Law’, in: *Oxford Handbooks* (online version 2016); eadem, ‘Law’, *UEE* 2012, p. 3-5.

²⁴⁸ Diodorus Siculus, I, 65. On Bocchoris as legislator, see Markiewicz, *JEH* 1 (2008), p. 309-330.

²⁴⁹ See below, ex. 57 and 58, p. 90-91.

²⁵⁰ The information on law courts in the Late Pharaonic Period is primarily based on Lippert, ‘Law Courts’, in: *UEE* (2012), p. 7-8 and Allam, *JEA* 77 (1991), p. 115-119. Different views or additional information by other scholars on specific aspects are indicated on a case-by-case basis.

²⁵¹ The last attestation of a great *knb.t*-court, in case the one located in Thebes, occurs in P. Louvre E 3228c (ex. 40) dated to the year 6 of Taharqa (685 B.C.). See Malinine, *RdÉ* 6 (1951), p. 175.

Period (see above, p. 33), although in the Late Period the courts seem to have become more strictly legal bodies, with no longer administrative tasks (unlike the New Kingdom courts), and with ‘quasi-professional’ judges. These judges mostly consisted of (local) officials, probably with a prominent role for the chief-scribe.²⁵² From the 26th dynasty onwards²⁵³ the *ḳnb.t*-courts are replaced by the so-called ‘houses of judgment’ (ꜥ.wj.w n wpj), which were associated with temples and composed of boards of judges (wptj.w) consisting mainly of priests with a specific legal training.²⁵⁴ It should be remarked that even these courts were not permanent bodies, but convened for individual court sessions only, e.g. at the gateway of temples. In the Nubian Period, court sessions could be held in the so-called ḥꜣ n sh.w ‘Hall of Writings’, a record and archival office that apparently comprised or was located next to a courtroom.²⁵⁵ In the Persian Period legal cases were adjudicated by the satrap in Memphis and by local administrators; it has been suggested that the councils of judges such as the ‘judges of the king’ and ‘judges of the provinces’ mentioned in Aramaic documents from the 27th dynasty may be comparable with the great and the local Egyptian *ḳnb.t*-courts respectively.²⁵⁶ In addition to courts, oracles of various gods could also adjudicate legal cases (especially in the Third Intermediate Period). Differently from the New Kingdom (e.g. in Deir el-Medina), however, there are no attestations of Late Period oaths that were taken before, or imposed by, the divine oracle.²⁵⁷ Furthermore, as in the Pharaonic Period, legal cases could be brought, and thus oaths taken, before individual officials²⁵⁸ and elders of religious associations.²⁵⁹ In the Saite and Persian Period, legal disputes could also be settled by negotiation, mediation or arbitration through private associations and, on occasion, patronage.²⁶⁰

²⁵² According to Allam, *JEA* 77 (1991), p. 115, in the Third Intermediate Period it was the chief scribe (‘of the mat’), a high representative of the vizier, and not longer the vizier who was responsible for the court’s functioning. About the role of the ‘chief scribe of the mat’ in P. Louvre E 3228c, a quitclaim from the 25th dynasty, see ex. 40, p. 69-70.

²⁵³ Differently from Lippert, ‘Law Courts’, *UEE* 2012, p. 7, who believes that the system of *ḳnb.t*-courts continued through the Saite Period.

²⁵⁴ The wp.w ‘judges’ are already mentioned in the unpublished Abnormal Hieratic P. Queen’s College (25th dyn., reign of Py or Taharqa). This text will be published by H.-W. Fischer-Elfert, *Papyrus Queen’s College Oxford* (forthcoming).

²⁵⁵ According to Vleeming, *OMRO* 61 (1980), p. 15, the ‘Hall of Writing(s)’ is a building, whereas Lippert, *Einführung* (2008), p. 79 and 180, and Muhs, *Ancient Egyptian Economy*, p. 147, regard it rather as an institution, i.e. a court of law (specifically, a court hearing cases concerning property disputes, according to Muhs).

²⁵⁶ Lippert, ‘Law Courts’, *UEE* 2012, p. 7.

²⁵⁷ See remarks above, note 224.

²⁵⁸ Such as the ‘doorkeeper’ and the ‘elder of the gate’: both ancient titles, already known in the New Kingdom (see above, note 122), are still attested in the Late Pharaonic Period, where probably refer to judicial tasks. See Jasnow, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 791.

²⁵⁹ See P. Louvre E 7840 (ex. 38 below).

²⁶⁰ Muhs, *Ancient Egyptian Economy*, p. 181. According to this scholar, in the Saite Period the private associations assumed the role of a legal court, filling the void left by the disappearance of the *ḳnbt*-courts. More likely, the *ḳnbt*-courts were replaced by the ꜥ.wj.w n wpj ‘houses of judgment’ (see above), while the private associations only dealt with their own affairs.

2.3.3.1 The Use of Promissory Oaths

Promissory oaths in the Late Period can be subdivided into two main categories, beginning with the most widely attested in the sources:

- I. Promissory oaths of warranty used in a contractual context ('contractual oaths'). The contractual promissory oaths occur regularly concerning sales, loans, donations and marital property arrangements, and can be taken in either a judicial or non-judicial setting.
- II. Promissory oaths as oaths of office ('administrative oaths'). Promissory oaths of office, already attested prior to the Late Period, are still taken by officials to guarantee the maintenance of proper practices, usually in a non-judicial setting.

I. *Promissory oaths of warranty used in a contractual context (contractual oaths)*

These oaths are primarily used to guarantee the fulfilment of a contractual obligation or the renunciation of a future claim. The contracts concern sales – of goods, commodities or slaves – loans and, for the first time, marital property arrangements. Penalty clauses, a standard feature of oaths in the Ramesside Period, are rarely attached to the Late Pharaonic oaths.

Promissory oaths to guarantee a contractual obligation

Promissory oaths to guarantee a contractual obligation were used prior to the Late Period, for example in Ramesside Deir el-Medina where they ensured for instance the payment of a debt or the reimbursement for a certain object (see exs. 5-8, p. 40-41). An oath with a similar function is now attested in marital property arrangements, a young genre of document. In an abstract of such an arrangement preserved on P. Berlin P 3048 (22nd–23rd dynasty), the bridegroom swears that he will fulfil his financial obligations towards his bride at divorce, thereby guaranteeing the marital arrangement.²⁶¹

Ex. 31	<i>dd=f ʿnh Imn ʿnh Pr-ʿ ʿnh pʿ ḥm-ntr tpj n [Imn] dj n=f Imn pʿ knw m-bʿḥ ḥm-ntr n Imn-Rʿ nsw ntr.w mr pr-ḥt Pr-ʿ ... dns mr(=j) ḥʿ=s mtw=j mr k.t s.ḥm.t pʿ bnr [pʿ btʿ] ʿ ntj gm=w n s.ḥm.t ink dj.t n=s pʿ nkt ntj sh ḥrj</i>
	<i>He said: "As Amun lives, as Pharaoh lives, as the first god's servant of [Amun] lives, may Amun give him victory! Before the god's servant of Amun-Re King of Gods, the overseer of the treasury of Pharaoh (names follow) ... the heavy fate that I wish to send her away</i>

²⁶¹ In this text, as in the Abnormal Hieratic marital property arrangements (see text 32), the declaring party, i.e. the bridegroom, addresses his (future) father-in-law directly and gives him the so-called 'gift of a woman' (*šp n s.ḥm.t*) on behalf of his daughter (i.e. the bride), whereas in Demotic documents from 537 B.C. onwards the bridegroom deals with the bride directly. On this matter see for instance Johnson, in: Sancisi-Weerdenburg, Kuhrt, Cool Root (eds), *Continuity and Change* (1994), p. 156. About the *šp n s.ḥm.t*, also known as *šp n rn.w.t s.ḥm.t* 'gift of a female virgin' in e.g. Abnormal Hieratic P. Louvre E 7846 and P. Louvre E 7849, see Pestman, *Marriage*, p. 108-110 and p. 124-127.

	(or) if I wish another woman (than her), except for [the] great [sin] which one finds with a woman, ²⁶² I am the one who will give the things that are written above ²⁶³ to her”. ²⁶⁴

In Abnormal Hieratic marital property arrangements (25th and 26th dynasties) the oath by the husband also guarantees that he will meet his financial obligations in case he repudiates his wife; some of the legal clauses are similar to those of P. Berlin P 3048 seen above (ex. 31):

Ex. 32	<i>dd=f ʿnh Imn ʿnh Pr-ʿ snb=f dj n=f Imn p3 knw ir iw(=j) h3c s.hm.t ... mw.t=s ... tj=j sn.t ink s m-dj dj.t tj=s p3 tnw dns mr(=j) h3c=s m r-pw mr k.t s.hm.t r.r=s p3 bnr p3 bt3 ʿ ntj iw=w gm=f n s.hm.t ink dj.t n=s p3 2 dbn hḏ hnḥ p3 h3r 50 bd.t ntj ir (n) sh h3r p3 bnr mḥ nb shpr nb ntj iw=j r ir=w irm=s hnḥ h3.t(=j) it-mw.t i.ns nj=s hrd.w ntj iw=s [r ms.t=w n=j]</i>
	<i>He said: “As Amun lives, as Pharaoh lives! May he be healthy and may Amun give him victory! If (I) send the woman NN away, her mother is NN, my sister (i.e. wife)²⁶⁵ who is mine, and cause her to receive the heavy fate that I wish to send her away or wish some other woman than her, except for the great sin which one finds with a woman, it is I who will give her the 2 deben silver and the 50 sacks of boti (i.e. spelt) which are above in writing, apart from everything I will gain or acquire with her and my things of my father and mother which are for her children which [she will bear me]”.</i> ²⁶⁶

There are no traces of such an oath by the bridegroom in the Demotic marital property arrangements. It seems that the oath is abandoned by the early Demotic scribes altogether, and the financial interests and proprietary rights of the (repudiated) wife are now assured by standard contractual stipulations, in fact ‘guarantee clauses’, drawn up by a notary.²⁶⁷ Nevertheless, in an early Demotic document, though not concerning a marriage, an oath is still employed to guarantee the execution of a contractual obligation. In this text, Disc Louvre N 706, a woman selling herself as a slave strengthens her binding pledge by swearing, among other things, that she will never run away from her master (see below, ex. 36).

Promissory oaths to guarantee a waiver of suit (quitclaim, renunciation)

Various Abnormal Hieratic contracts (e.g. sale and loan contracts) from the 25th and 26th dynasties include an oath by the declaring party (i.e. the seller or debtor) to assure that the

²⁶² By ‘the great sin’ of a woman is meant adultery. Should the cause of divorce be adultery by his wife, the husband will not be obliged to give her the ‘gift of a woman’. For more on this matter, see § 3.2.2.3 and p. 132.

²⁶³ This is actually the *šp n s.hm.t* mentioned at the beginning of this contract.

²⁶⁴ P. Berlin P 3048 vso. text 36 (= P. Ehevertäge 1), ll. 14-19.

²⁶⁵ The word *sn.t* (lit. ‘sister’) used for ‘wife’ was especially found in love poetry, but sometimes also in juridical texts, as remarked by Pestman, *Marriage*, p. 11, note 3.

²⁶⁶ P. Louvre E 7849 (= P. Ehevertäge 3) + Louvre E 7857 a+b (signatures of witnesses), ll. 4-9 (Psammetichus II, 590 B.C.); cf. Malinine, *OLZ* 58 (1963), p. 561. For a similar oath, see P. Cairo CG 30907 + 30909 (= P. Ehevertäge 2), ll. 5-10 (Taharqa, 669 B.C.), and P. Louvre E 7846 (= P. Ehevertäge 4), ll. 3-7, (Amasis, 546 B.C.).

²⁶⁷ See e.g. the Demotic P. BM EA 10120 A (= P. Ehevertäge 6). The variants among these clauses depend on the type of marriage settlement. On this matter, see Pestman, *Marriage*, p. 58-79 and 155-161, and Johnson, in: Sancisi-Weerdenburg, Kuhrt, Cool Root (eds) *Continuity and Change*, p. 155-157.

document will not be withdrawn, in other words that the terms of the agreement will not be contested and thus the agreement put in jeopardy. A characteristic example is provided by the following text concerning a loan of grain; after acknowledging his debt, the debtor swears in the presence of the witness-scribe and other eight witnesses as follows:²⁶⁸

Ex. 33	[<i>ꜥnh Imn</i>] <i>ꜥnh Pr-ꜥ snb=f dj n=f Imn pꜥ kn bn iw(=j) rh sꜥ pꜥ mdꜥ ntj ir sh hrj</i>
	“[As <i>Amun lives</i>], as <i>Pharaoh lives!</i> May he be healthy and may Amun give him victory! (I) will not be able to withdraw ²⁶⁹ the document that was put in writing above”. ²⁷⁰

In contrast to the oaths concerning debts known for the New Kingdom, in which the oath-taker swore to repay his debt before a certain date or else be subject to a fine and/or to corporal punishment (see above p. 40), the Abnormal Hieratic oath ensures that the document in which the debtor acknowledges his debt and delineates how to repay the loan, including the conditions for penalties, will not be contested. It should be remarked that, contrary to the Demotic documents, in the Abnormal Hieratic loans there is no security mentioned for the loan; the only exception to this rule is P. BM EA 10113, a loan from 570 B.C. secured by many of the debtor’s possessions, including his children. However, this text is a hybrid of two different legal traditions, Abnormal Hieratic and Demotic, with the formulae introducing the security for the loan being clearly influenced by Demotic.²⁷¹

With regard to contracts of sale and donations, it should be noted that the abovementioned sworn promise to guarantee a waiver of suit is often associated with the assertory oath against outstanding claims (clear title) on, for instance, the slave that has been sold or the plot of land donated (see below exs. 41 and 43). Moreover, a variant of the quitclaim oath dealt with above, but this time not to contest the truth of a document, occurs in some Abnormal Hieratic texts and in the early Demotic contracts P. Rylands 1 and P.

²⁶⁸ Witness-scribe, *pꜥ mtr-sh*: by putting in writing the statement made by the debtor and the wording of his oath, the scribe acts at the same time as the principal witness.

²⁶⁹ The verb *sꜥt* used here occurs often in a juridical context in the following combination: *sꜥt hr* ‘to withdraw a document’ and *sꜥt md* ‘to withdraw a word’. These expressions indicate that a person goes back on a previous agreement, for example a business deal, or on a previous statement. See Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 98. For the reflexive use of *sꜥt* ‘to withdraw oneself’ in order not to do something, that is ‘to refuse’, see text P. Louvre E 7848 (ex. 46).

²⁷⁰ P. Louvre E 3228b (= P. Choix 1), ll. 6-7 (Taharqa, 678 B.C.). A similar oath occurs in P. BM EA 10907 a loan of money also from the reign of Taharqa. Note that the related P. BM EA 10906, which was written in the same session as P. BM EA 10907, does not include an oath. Maybe by writing the two documents in a single session only one oath was needed. See also the variant oath formula included in P. Louvre E 3228d (= P. Choix 7), ll. 7-8 (Taharqa, 688 B.C.), recording the sale or lease of a man: *bn iw=j rh sꜥ t hr ntj ir hrj* “I will not be able to withdraw the written document that was made above”. On P. Louvre E 3228 a-h, see Donker van Heel, *JEA* 101 (2015), p. 149-154; for a new edition of these texts, including extensive paleographical notes, see idem, *Archive of Petebaste* (forthcoming).

²⁷¹ As pointed out by Vleeming, *CdÉ* 66 (1981), p. 43-44. Differently Menu, in: *Recherches* II, p. 390-391, who argues that in the Abnormal Hieratic a tendency to reinforce the rights of the creditor appears, which will develop into a true ‘pledge’ or security for the loan in the Demotic material. See also remarks by Martin, in: Lomas, Whitehouse, Wilkins (eds), *Literacy and the State*, p. 35, note 62, against a Demotic influence in P. BM EA 10113.

Rylands 2 (26th dyn.) from el-Hibeh. The following text, dealing with endowments related to Choachyte functions, provides an example of such an Abnormal Hieratic oath:

Ex. 34	ꜥnh Imn ꜥnh Pr-ꜥ bn iw(=j) rh dd ꜥd r md.t nb.t ntj hrj
	“As Amun lives, as Pharaoh lives! I will not be able to say: ‘Falsehood!’ ²⁷² to any word that is above”. ²⁷³

The oath in the Demotic P. Rylands 1 combines the promises mentioned in the previous two Abnormal Hieratic oaths (exs. 33 and 34) in the same text, as follows:

Ex. 35	ꜥnh Imn ꜥnh Pr-ꜥ bn iw(=j) rh dd ꜥd r md.t nb.t ntj hrj bn iw(=j) rh sb.t md.t n.im=w
	“As Amun lives, as Pharaoh lives! (I) will not be able to say: ‘Falsehood!’ to any word that is above, (I) will not be able to withdraw a word of it”. ²⁷⁴

In the Demotic Disc Louvre N 706 (26th dyn.) dealing with the sale of a slave, besides refraining from contesting the document agreed upon, the oath comprises various other promises, i.e. not to flee and not to summon any witness from outside the place of residence of the legal recipient of the oath:

Ex. 36	ꜥnh Imn ꜥnh Pr-ꜥ bn iw(=j) sm n=j mtw=k ꜥn sp-sn bn dd(=j) ꜥd r md.t nb.t ntj hrj bn iw(=j) sb.t md.t n.im=w bn iw(=j) rh dd inj(?) mtr pꜥ bnr n pꜥ dmj ntj iw=k n.im=f
	“As Amun lives, as Pharaoh lives! (I) will never go away from you (i.e. the master) (twice), (I) will not say: ‘Falsehood’ to any word that is (written) above, (I) will not withdraw a word of it, (I) will not be able to say: ‘Bring (?) a witness outside the town in which you are’”. ²⁷⁵

II. Promissory oaths of honest exercise of office (administrative oaths)

As in earlier periods, officials in Late Pharaonic Egypt could be required to take an oath of office to solemnly commit themselves not to abuse their position nor violate the rules for treasonable or criminal activities. In the following stele from Elephantine (22nd dynasty) dealing with an inspection and consequent reorganization of the temple domain of Khnum, the scribes and the administrators of the aforementioned temple had to take ‘*great and strong oaths*’. Despite no oath text being recorded, based on the context one may assume that these oaths were taken to uphold proper practices (e.g. not to steal) after the reorganization:

²⁷² About the term ꜥd(j) see Malinine, *Choix*, p. 107, note 12; Karl, *SAK* 28 (2000), p. 142; Nyord, *GM* 197 (2003), p. 89 and Köhler et alii, *GM* 227 (2010), p. 57 ff.

²⁷³ P. Louvre N 2432 (= P. Choix 15), l. 7 (Psammetichus I, ca. 635 B.C.).

²⁷⁴ P. Rylands 1, l. 7 (Psammetichus I, 644 B.C), for which see Vittmann, *P. Rylands* 9, p. 224–225 and p. 674.

²⁷⁵ Disc Louvre N 706, vso. l. 3–5 (Psammetichus II, 592 B.C.).

Ex. 37	<i>iw.tw ini n3.w sš.w rwdw.w n pr pn iw.tw (r)di n=w ʕnh.w ʕy.w dri.w m-bšh ntr pn</i>
	<i>the scribes (and) the representatives of this temple were brought, (and) great and strong oaths were imposed upon them before this god'.²⁷⁶</i>

The Demotic P. Louvre E 7840 (26th dyn.), containing some official records of the Theban choachytes' association between 542 and 538 B.C., appears to mention an oath of assuming office as well. This oath, sworn by the choachyte Iturech in the name of the patron deity at the request of the overseer of the necropolis, and in the presence of Iturech's colleagues during the celebration of a new year, must have been taken to mark some special event that was important for the association. This could be the investiture of Iturech with a new prominent position in the organization – maybe that of trustee like his father – whereby he probably (no oath text has been recorded) swore to serve the association faithfully:²⁷⁷

Ex. 38	<i>dj Ns-Hr-p3-hrd p3 mr-h3s.t ʕrk m-s3=k Imn-htp hn^c Ir.t-w-rt s3 Dd-hj š^c d.t</i>
	<i>Neshorpakhrat, the overseer of the necropolis, has caused to swear behind (?) you, Amenhotep, together with Iturech, son of Djekhy, until eternity.²⁷⁸</i>

2.3.3.2 The Use of Assertory Oaths

Assertory oaths preserved in the Late Period too, can be subdivided into two main groups:

- I. Assertory oaths of confirmation or guarantee used in a contractual context ('contractual oaths' taken in a judicial or non judicial setting)
- II. Assertory oaths to settle a legal dispute once and for all ('decisory oaths' taken in a judicial setting).

Remarkably, sworn declarations of speaking truthfully with regard to depositions made in court by defendants and witnesses are lacking. Such oaths, which were widely attested in previous historical periods (see for instance the oaths of truth in Ramesside Deir el Medina, exs. 27, 28, 30, p. 54-55), were probably still used during hearings and lawsuits in the Late Period but are not attested in the sources due to the lack of records of actual court cases from this period.²⁷⁹ It should be noted that clauses stating an explicit punishment for perjury such as beatings, a regular feature of oaths in the Ramesside Period, are no longer attached to assertory oaths in the Late Period.

²⁷⁶ On this stela (22nd dyn., Osorkon II, no inventory number) see Seidlmayer, *MDAIK* 38 (1982), p. 331-332. My translation of l. 12 is based on the transcription made by Jansen-Winkel, *Inschriften der Spätzeit* II, p. 120-121. As the priests were brought before the god Khnum and ordered to take an oath, I wonder whether the divine oracle may have imposed these oaths upon them.

²⁷⁷ As suggested by Donker van Heel, *Djekhy & Son*, p. 124-126.

²⁷⁸ P. Louvre E 7840, col. II A, rto. ll. 8-12.

²⁷⁹ An exception is the quitclaim P. Louvre E 3228c (ex. 40).

I. Assertory oaths used in a contractual context (contractual oaths)

In the Late Period assertory oaths regularly occur in a contractual context; some of their functions are similar to those attested in previous periods as illustrated for instance by the current use of oaths to confirm the execution of a contractual obligation. However, the warranty of clear title of an object sold, previously provided by promissory oaths (see exs. 11 and 14, p. 43-44) is now formulated as an assertion, including a more specific list of possible claimants, often in combination with the promise that a possible claim would not be heard, that is: deemed inadmissible, in any ‘Hall of Writing’. Contractual assertory oaths can be part of the original agreement or can be imposed following a dispute.

Assertory oaths to confirm the fulfilment of a contractual obligation

The Hieratic document P. BM EA 10800 (21st-22nd dynasty), dealing with the sale of ushabtis, provides an example of a contractual assertory oath sworn by the seller to confirm the execution of payment by the buyer. The oath does not seem to have been taken in a dispute:

Ex. 39	<i>wšḥ Imn p3 ntr 3 šsp(=j) n=k p3 ḥd n tj365 n wšbḫ.w ḥnḥ p3j=w 36 3 n 10 dmd401 m ib ḥr(=j) ḥm.w ḥmj.w n3.w iw=j šsp n=k p3j=w ḥd(n) wdḥ.w n 401 n wšbḫ.w</i>
	“As Amun, the great god, endures! I have received from you (the payment in) silver for these 365 ushabtis and their 36 foremen-of-ten, 401 in all, to my satisfaction ²⁸⁰ – male and female servants are they. I have received from you their (value in) silver, refined, (that is the silver) for 401 ushabtis”. ²⁸¹

The following text is one of the two oaths recorded in the Abnormal Hieratic P. Louvre E 3228c (25th dynasty), a quitclaim contract drawn up following a court case arising from a dispute over payment of a slave.²⁸² This text belongs to the archive of the choachyte Petebaste son of Peteamunip, the defendant in this case, and buyer of the slave.²⁸³ The case was judged in the ‘Great Court of Thebes’, the entire proceedings lasting more than four years.²⁸⁴ Ultimately, the claimants (the seller) lost the case and had to swear two oaths imposed by the

²⁸⁰ The expression *m ib ḥr(=j)* lit. ‘in (my) contentment of heart’ appears also in Abnormal Hiertaic sales, e.g. in P. Louvre E 3228e, l. 4.

²⁸¹ P. BM EA 10800, ll. 3-5. For more on this unusual text, see Edwards, *JEA* 57 (1971), p. 120-124; N. Strudwick, *Masterpieces of Ancient Egypt* (2006), p. 246-247; Menu, *ENIM* 4 (2011), nr. 43, p. 46-48.

²⁸² The full price for the slave was 6 deben, but according to the claimants 2 deben had yet to be paid.

²⁸³ A new edition of P. Louvre 3228c is provided by Donker van Heel, *Archive of Petebaste* (forthcoming). The reconstruction of the case in P. Louvre 3228c as presented here is based on this new edition.

²⁸⁴ P. Louvre 3228c, l. 5: “I have litigated with you before the magistrates of the Great Court of Thebes and the chief scribe of the mat” (*ir=j knb.t irm=k m-b3ḥ n3 srj.w n 3 knb.t 3ḳ(.t) Niw.t ḥnḥ p3 ḥrj šḥ m tm3*). According to Malinine, *RdÉ* 6 (1951), p. 157-158, the case was a protracted suit that was first judged in a local court and then in the ‘Great *Kṇbt*’. The reason for such a delay is unknown, but as suggested by Donker van Heel, *Archive of Petebaste* (forthcoming), text 5, note XXII, the claimants may have had gone through a *šḥr* procedure or public protest (which lasted three years) before being able to sue in court.

judges, along with other persons who had appeared in court (nine oath-takers in total, including six women, probably relatives of the claimants). The first oath by the seller confirms that the disputed payment for the slave has in fact been made, while the other oath (not reported here), guarantees against any possible outstanding claim on the slave.²⁸⁵ The first oath reads as follows:

Ex. 40	<i>i.ir=k h̄t=w iw Ns-Nhm-ḥnw dj Niw.t iw=s h̄ms.t t̄ h̄(.t) P̄i-mj <i> p̄i swd n s̄w (?) Ir.t=w-r-t̄ h̄.t-sp 2.t h̄k(i) pn</i>
	<i>“You have measured (i.e. paid) them out when Nesnehemanu (one of the claimants) was here in Thebes, living (in) the tomb of Pamj, <for> the transfer of the guardian (?) Iretuertja in regnal year 2 of this Ruler”.²⁸⁶</i>

Assertory oaths to guarantee against outstanding claims (clear title)

Abnormal Hieratic contracts of sale regularly include an assertory oath by the seller aiming to safeguard the buyer against possible claims on the object sold, often combined with the promise that any future claim would be considered inadmissible by the authorities. These contracts concern the sale of slaves and land especially, and also donations of land to temples or funerary foundations (e.g. P. Leiden F 1942/5.15; P. Turin Cat. 2118; P. Turin Cat. 2121, for which see below exs. 41, 42, 43).²⁸⁷ We have seen a similar oath to guarantee clear title, but differently formulated (i.e. as a promise only), in the sale and lease of donkeys in late Ramesside Deir el-Medina (see above, ex. 14 p. 44). As often the case with Abnormal Hieratic legal terminology, certain legal phrases used in Abnormal Hieratic oaths have a counterpart in Ramesside Hieratic oaths.²⁸⁸

It has been remarked that in the late 21st and early 22nd dynasties title for private properties was guaranteed through oracular consultations, probably as a reaction to the common title disputes in the New Kingdom due to agreements being predominantly oral.²⁸⁹ The custom of oracular consultations, however, was replaced in the Nubian and Saite Period (25th and 26th dynasties) by “a system of notarized and witnessed contracts”.²⁹⁰ In these contracts the guarantee for clear title was provided by either an oath by the seller (Abnormal Hieratic) or a contractual stipulation (Demotic). The guarantee of clear title could also be

²⁸⁵ The wording of the second oath recorded in P. Louvre E 3228c, ll. 21-24, is similar to that of the oaths guaranteeing clear title discussed below (exs. 42 and 43).

²⁸⁶ P. Louvre E 3228c (Taharqa, 685 B.C.), ll. 13-14: the invocation formula is not recorded, but the oath is said to be sworn before Amun: *i.dj(=j) ṣrk sw p̄i 9 rm̄ m-b̄h Imn ... dd “I made the nine people swear before Amun ... saying”* (ll. 12-13).

²⁸⁷ Remarkably, in the Abnormal Hieratic land leases an oath is attested only once, namely in P. Louvre E 7852 from the reign of Taharqa (oath not to withdraw the agreement). For this text, see Donker van Heel, *RdÉ* 48 (1997), p. 81-93.

²⁸⁸ See below, note 291.

²⁸⁹ Muhs, in: Broekman, Demarée and Kaper (eds), *Libyan Period*, p. 265-275.

²⁹⁰ *Ibidem*, p. 273.

combined with the promise of a waiver of suit in the same sworn statement (e.g. P. Turin Cat. 2121).

The following text, P. Leiden F 1942/5.15 (25th dynasty), deals with the sale of a slave. After confirming the execution of the contractual obligations (i.e. the delivery of the slave by the seller and the payment by the buyer), the seller takes an oath that none of his relatives, or anyone else, can contest the sale. He also adds that the statement of anyone who will in fact contest it will not be heard in any ‘Hall of Writings’:

Ex. 41	<i>ḏd=f ḥnh Imn ḥnh Pr-ḥ snb=f bn st m-dj=j šr šr.t sn sn.t rmt nb n p3 t3 iw iw=w rh md n.im=f ir p3 ntj iw=f md bn sn sdm r3=f n h3 nb n sh.w dw3 hr-s3 dw3</i>
	<i>What he has said: “As Amun lives, as Pharaoh lives, may he be healthy! I do not have a son or daughter, a brother or sister, or any man in the world who will be able to dispute about him (the slave). As to anyone who will dispute (about him), his statement will not be heard in any Hall of Writings tomorrow or after tomorrow.”²⁹¹</i>

The list of the parties who may still have a claim on the sold object and thus may contest its sale consists, mainly, of the oath-taker’s (i.e. the seller) relatives. Not surprisingly, these are always mentioned in such a list, probably because they could exercise their rights of inheritance or of co-ownership.²⁹² After mentioning the oath-taker’s siblings, the Abnormal Hieratic documents list at the end ‘any man in the world’. The latter is probably due to an attempt to rule out “any uncertainty the buyer of the property might still feel about the seeming incompleteness of the enumeration”.²⁹³ So, if someone mentioned in that list still wanted to contest the sale, the buyer may either have sued the debtor in virtue of his guarantee under oath or have the claim of the contestant dismissed. It should be noted that in early Demotic sale documents the abovementioned addition is lacking and that the enumeration of possible claimants is no longer a part of an oath anymore. From the 26th dynasty onwards a development takes place: the entitled person, for example the seller, draws up a separate deed, a so-called *sh n wj* ‘a writing of being far’, i.e. a cession, by which he declares that all claims have been discharged. It has been remarked that such a renunciation

²⁹¹ P. Leiden F 1942/5.15, ll. 5-9 (Py, ca. 727 B.C.). Similarly, P. Louvre E 3228e, ll. 7-8 (Shabaka, ca. 705 B.C.); P. Vatican 2038c alias Vat. 10574 (Py, ca. 726 B.C.). Note that the legal phrases *md n.im=f* lit. ‘to speak (in a hostile way) about’ has its counterpart in the Ramesside Hieratic term *md* ‘to dispute’ or ‘to contest’ as seen in e.g. the oaths from Deir el-Medina: exs. 11-15 above). Differently Vleeming, *OMRO* 61 (1980), p. 15, who translated it as ‘to have a claim on’. The phrase *dw3 hr-s3 dw3* ‘tomorrow or after tomorrow’ is also very similar to the expression *dw3 m-s3 dw3* found in a Ramesside oath, O. DeM 56, not to contest a certain agreement in the future (ex. 11 above).

²⁹² The variants of this formula usually have to do with the personal situation of the oath-taker. For example, if the latter is childless, the category ‘son or daughter’ can be left out (see Pestman, *P. Tsenhor*, I, p. 62, n. III). If the oath-taker’s parents had already died at the time of the drawing up of the document, the category ‘mother or father’ could as well be missing, as suggested by Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 79, iv.

²⁹³ As suggested by Donker van Heel, *ibidem*, p. 79.

of claim as that attested in the Abnormal Hieratic P. Louvre E 3228c resembles these later Demotic acts of cession.²⁹⁴ There is, however, a relevant difference between the two documents: a *sh n wj* was written before any conflict, mainly to prevent this from arising, whereas P. Louvre 3228c was written afterwards, because the court adjudicating the dispute had ruled that the claim was unfounded and had ordered the losing party to write a quitclaim for the opponent.

In the following two Abnormal Hieratic texts from the 26 dynasty, P. Turin Cat. 2118 (sale of land) and P. Turin Cat. 2121 (donation of land), the declaration of clear title is combined with a promise not to contest or to withdraw a document (guarantee of waiver of suit) in the same sworn statement:

Ex. 42	ꜥnh Imn ꜥnh Pr-ꜥ snb=f dj n=f Imn pꜥ kn bn iw=n rh stꜥ nꜥ sh.w ntj hrj gr bn st m-dj=n šr šr.t sn sn.t it mw.t rmt nb n pꜥ tꜥ dr=f iw iw=w i.rh md n.im=w dwꜥ hr-sꜥ dwꜥ ir pꜥ ntj iw=f md n.im=w bn sdm=fꜥ rꜥ=w m s.t nb n sh
	“As Amun lives, as Pharaoh lives, may he be healthy and may Amun give him victory! We will not be able to withdraw the documents that are (written) above. We do not have a son or daughter, a brother or sister, a mother or father, any man in the entire world who will be able to dispute about it, tomorrow or after tomorrow. As to anyone who will dispute (about it): his statements will not be heard in any Place of Writing”.²⁹⁵
Ex. 43	ꜥnh Imn ꜥnh Pr-ꜥ snb=f dj n=f Imn pꜥ kn bn iw=n rh ddꜥ r sh nb ntj hrj hr bn st m-dj.t=n šr šr.t sn sn.t hr hrj rmt nb n pꜥ tꜥ dr=f iw=w rh ir shj.t=w pꜥj=k bl
	“As Amun lives, as Pharaoh lives, may he be healthy and may Amun give him victory! We will not be able to say: ‘Falsehood!’ to any plan that is above. We do not have a son or daughter, a brother or sister, a lord or mistress, any man in the entire world who will be able to exercise authority over them,²⁹⁶ except for you ...”.²⁹⁷

II. Assertory oaths used to settle a legal dispute (decisory oaths)

Records of judicial procedures (i.e. hearings, lawsuits), and thus of judicial oaths, are scarce in the Late Period. Fortunately, a few examples of assertory oaths used to settle a legal dispute once and for all have been preserved in the Demotic ‘Petition of Petiese’ (P. Rylands 9) and in two Abnormal Hieratic legal texts belonging to the archive of the Theban

²⁹⁴ Malinine, *RdÉ* 6 (1951), p. 178; Seidl, *Rechtsgeschichte Saiten- und Perserzeit*, p. 24. See also Menu, *Recherches* II, p. 374-377.

²⁹⁵ P. Turin Cat. 2118 (246), ll. 30-33 (Psammetichus I, 634 B.C.). See Malinine, *Choix*, text 9, p. 56-71. For the reading *s.t n sh* ‘Place of writing’ instead of *hꜥ n sh* ‘Hall of writing’, see Vleeming, *OMRO* 61 (1980), p. 15, note 53. Although *s.t* is a feature of the texts of dyn. 26, the term was already used before in the Apanage Stela (= Cairo JE 31882), as pointed out by Donker van Heel, *Archive of Petebaste* (forthcoming), text 1, note XIII.

²⁹⁶ The expression *ir shj* ‘to exercise authority’ – instead of *md m* or *md m-dj* ‘to dispute about’ (as in exs. 11-15) – remains in use in early Demotic contracts. See Vleeming, *OMRO* 61 (1980), p. 15, note 50.

²⁹⁷ P. Turin Cat. 2121 (248), ll. 11-13 (Psammethicus I, 617 B.C.). See Malinine, *Choix*, text 18, p. 117-124.

Choachytes, i.e. mortuary priests (P. Louvre E 7861 and P. Louvre E 7848).²⁹⁸ The conclusive character of these oaths and formulation make these oaths the legal precedent of the well-known decisory temple oaths in the Ptolemaic Period.

P. Rylands 9 was written in the reign of Darius I (521–486 B.C.) but covers a lengthy conflict between Petiese's family and the clergy of el-Hibeh that spanned many generations, from 664 B.C. onwards, and was ultimately settled through an oath. Petiese appealed to the chief of Herakleopolis claiming compensation from the priests of el-Hibeh who had usurped his title and taken his property, burned his house and even tried to kill him. With the assistance and the mediation of the chief of Herakleopolis the disputing parties eventually reached an agreement: Petiese would leave the priests alone in exchange for a payment in silver and the swearing of an oath of innocence by the priests with the following words:

Ex. 44	<i>bn-pw=n t̄j nkt mtw=k bn-pw=n dj.t t̄j=w bn-pw=n dj.t in=w p̄j=k pr t̄j=k s.t n ḥ.t-ntr r-ḥrj</i>
	<i>“We did not take any property of yours, we did not cause (it) to be taken, we did not cause your house and your temple place to be pulled down”.²⁹⁹</i>

The two Abnormal Hieratic papyri mentioned above date to the reign of Amasis and deal with litigation in the community of the Theban Choachytes, in both cases resolved through an oath. In P. Louvre E 7861 (568 B.C.) the Choachyte Djekhy takes an exculpatory oath before the lunar god Khonsu-in-Thebes-Neferhotep³⁰⁰ about some missing possessions that had been deposited with him, declaring that he does not possess them anymore. The other party, probably the owner of these possessions, states that he is satisfied with this oath, and promises (also under oath) not to take any further legal action.³⁰¹

Ex. 45	<i>tw(=j) 'ij̄.ḫ i.r=k ḥr 7 nkt iw st m-d̄r.ḫ' =k' iw=k d̄d t̄j=w s(t) 'ḥrk' =k 'n=j' m-b̄ḥ Ḥnsw-m-W̄s.t-ḥ Nfr̄-ḥtp r-d̄' b̄.ḫ' =w d̄d t̄j=w s(t) ... dj=k 'mtr ḥ̄.ḫ' (=j) n 'p̄s' ḥ̄ m-ḥ̄ b̄ḥ' Ḥnsw-m-W̄s.t-ḥ Nfr̄-ḥtp n-t̄j p̄s hrw r-ḥrj</i>
	<i>“(I) (the owner of the possessions) have come to you (the Choachyte Djekhy) because of seven possessions you have, whereas you say: ‘They were taken (i.e. stolen)’. You have sworn to me in the presence of Khonsu-in-Thebes-Neferhotep on account of them, saying: ‘They were taken’. You have caused (my) heart to be satisfied with the oath in the presence of Khonsu-in-Thebes-Neferhotep, from today onwards”.³⁰²</i>

P. Louvre E 7848 (559 B.C.) deals with a conflict about a tomb in the Theban necropolis, between two parties of Choachytes. In this text it is stated that the conflict will be settled if

²⁹⁸ For more on P. Rylands 9, see Vittmann, *P. Rylands 9*. On the Louvre papyri, see below.

²⁹⁹ P. Rylands 9, col. XX, ll. 16-17.

³⁰⁰ Oaths by Khonsu-in-Thebes-Neferhotep are well known in the Ptolemaic Period. See Chapter 3, p. 166.

³⁰¹ For similar promissory oaths guaranteeing against a waiver of suit, see above p. 66-67.

³⁰² P. Louvre E 7861, respectively ll. 2-6 and ll. 10-11. See Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, text 1, p. 75-81.

one party of Choachytes takes an oath before the god Khonsu-in-Thebes-Neferhotep, in which they recognize the other party's (older?) rights concerning the disputed tomb. Remarkably, the oath-taking was due about three weeks after the writing of P. Louvre E 7848, when there would be full moon and so the lunar god, tutelary of the oath, would be at the zenith of his powers:³⁰³

Ex. 46	inn dj^r ʿrk^r n=n w3h-mw P3-dj^r Wsir^r s3 Ir.t.w-rt m-b3h Hnsw-m-W3s.t-nfr-htp n h3.t-sp 12.t ibd-2 šmw (sw) 13 n 15.t ibd-1 šmw dd b s.t p3 dw r.dd(=j) šp(=j) ... (?) ʿnh-Hr s3 Ir.t.w-rt iw=tn nj=s w3h-mw(.w) i(w)s nj rmt(.w) ʿ3.w^r i.ir=f st3^r.t=f i(w)=f ʿrk n=n mn dj(=j) md i.hr=s n-t3j p3 hrw r-htj
	“It is we who have caused the Choachyte Petosiris son of Iturech to swear for us in the presence of Khonsu-in-Thebes-Neferhotep, in year 12, 2nd month of the šmw-season (i.e. inundation), (day) 13, of the 15th day (festival) of the 1st month of the šmw-season, saying: The place of the mountain, of which I said: ‘I have received ...(?) Anchhor son of Itourodj’, you are its Choachytes, being attached to these great people’ (i.e. the buried ones)”. If he withdraws himself,³⁰⁴ he will swear for us: ‘I do not have a word concerning it, from today onwards.’”³⁰⁵

It should be noted that not only the use, but also the formulation of the oath and its conditions (in particular the if-statement with the eventuality of refusing to take the oath in P. Louvre E 7848), and the fact that they were taken before a god (i.e. in his temple), remarkably resemble the decisory temple oaths of the Ptolemaic Period. Both P. Louvre E 7848 and P. Louvre E 7861, along with the court-ordered quitclaim P. Louvre E 3228c, attest a development towards a use of the oath before the god that will be of standard practice later as a decisive instrument to settle a dispute in case the parties lacked proof to support their claims. Not surprisingly, from the Late Period onwards, in the Demotic contracts a clause will be regularly included reading as follows: “As for the oath or the proof which will be imposed on you in the court of judgment, in the name of the rights of the document above which I have made for you, in order to have it (i.e. the proof or the oath) made by me: I shall make it.”³⁰⁶

³⁰³ As suggested by Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 97, note v.

³⁰⁴ The clause refers to the eventuality that the Choachyte refuses to take the oath. In the Ptolemaic temple oaths this will become a standard component of the oath formula, i.e. stating the consequences of not taking the oath imposed, which also implied losing the case. On this matter, see § 3.2.3.3. In the dispute between Choachytes concerned here, it also means that the defaulting party has to take another oath (this time a promissory one) renouncing to contest the agreement again in the future.

³⁰⁵ P. Louvre E 7848, ll. 4-7. On this text, see Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, text 4, p. 93-99.

³⁰⁶ E.g. P. Phil. 7 (sale of a house, 287 B.C.), for which see also Chapter 4, p. 188, note 669.

In summary, the use of oaths, promissory and assertory, in the Late Pharaonic Period can be briefly outlined as follows:

Table 3. The Use of Juridical Oaths in the Late Pharaonic Period

Late Pharaonic Period (ca. 1070–332 B.C.)	Promissory oaths	Assertory oaths
	Contract-related (mostly Abnormal Hieratic)	
	Guarantees of: • execution of obligation(s) • quitclaim	Declarations of: • satisfaction with agreement • fulfilment of obligations • clear title
	Court-related (judicial setting)	
	Guarantees of: • preclusion of evidence by claimants	Declarations of: • innocence (decisory oath) • clear title
	Administration (non-judicial setting)	
Guarantees of: • honest exercise of office	--- --	

2.4 JURIDICAL OATHS IN THE PTOLEMAIC PERIOD (332–30 B.C.)³⁰⁷

2.4.1 Sources, Greek and Egyptian

Egypt gradually became a bicultural and bilingual society, following Alexander's conquest of the country in 332 B.C. and the subsequent immigration of Greeks who became the ruling class. Yet, in the beginning, legal affairs were managed at socially separate levels, and thus the sources for the study of oaths in Ptolemaic Egypt originate from both the Egyptian and the Greek milieu.³⁰⁸ The Greek sources consist primarily of legal and administrative documents on papyri such as contracts and petitions into which the oaths are incorporated and, to a minor extent, of oaths as a type of text in itself; by contrast, the Egyptian sources consist chiefly of separate oaths on ostraca, and collections of legal rules such as P. Mattha and the Zivilprozessordnung (see 'Egyptian documentation' below).

With regard to the oaths themselves: on the one hand, the Greek citizens of Alexandria continued to use the Greek oath called νόμιμος ὄρκος '*legal oath*', which was imported from the motherland and regularly requested in public acts. The subject of the 'legal oaths' will not be pursued in the present study.³⁰⁹ On the other hand, in the rest of Egypt two types of oath were essentially in use in the Ptolemaic period, each with its own individual forms, spheres of use and range of distribution. These are the royal oaths, taken in the name of the Ptolemaic king (and additionally, for propagandistic reasons, of Egyptian gods), and the so-called temple oaths, taken in the name of an Egyptian god. The royal oaths originate from the Greek side of the Ptolemaic administrative-legal system, and use Greek forms of documents. The so-called temple oaths, on the contrary, are clearly Egyptian in form and content; after being introduced in this chapter, temple oaths will be dealt with fully in the following chapters.

Greek documentation: Many Greek documents such as contracts, letters and petitions contain a so-called 'royal oath', which is a literal translation of the Greek βασιλικὸς ὄρκος. Royal oaths are sworn in the name of the ruling Ptolemaic king and the dynasty of the Ptolemies, and often Isis, Serapis and all the other gods of Egypt as well (see 'format' below). The surviving examples are attested in both the Fayum and Upper Egypt from the third century B.C. up until the Roman period. They are a product of the Greek side of the Ptolemaic administration, and must not be confused with an earlier form of Egyptian oaths sworn in the name of the Pharaoh, which are primarily attested in the (Late) New Kingdom (ca. 1300–1070 B.C.) and known, as we have seen, as *ꜥnh n nb* '*oath of the Lord*'. It should be noted that the majority of Ptolemaic royal oaths are drawn up in Greek, but there are also twenty

³⁰⁷ For oaths in the Ptolemaic Period in general, see for instance Seidl, *Eid*, *passim*; Kaplony-Heckel, *LÄ* I, cols. 1200-1204; Helmis, in: Verdier (ed.), *Serment* I, p. 137-153; Lippert, *Einführung*, p. 175-176. See also Depauw, *Companion*, p. 138-139; Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 825.

³⁰⁸ For more on legal pluralism in Ptolemaic Egypt, see Chapter 4, p. 181 and note 646.

³⁰⁹ For more on this topic, see Seidl, *Eid*, esp. p. 19-21; Helmis, in: Verdier (ed.), *Serment* I, p. 138 ff.

royal oaths written in Demotic, which, although small in number, is not insignificant. As yet there is no corpus edition of royal oaths; their publication is spread over several articles by demotists and Greek papyrologists.³¹⁰ More general studies on royal oaths, and other oaths in the Ptolemaic period, were done by the legal historian Seidl, of older date (1929) but still valuable, and by Helmis (1991).³¹¹

Egyptian Documentation: In the Ptolemaic Period, Egyptian oaths were no longer part of contracts between private individuals. As shown by the abundantly preserved Demotic contracts drawn up by temple scribes, the oath had definitively been replaced by contractor's guarantee clauses. On the other hand, numerous examples of the so-called temple oaths used to settle a dispute have survived as a type of text in itself. Note that the name 'temple oaths' is not a translation of any Egyptian or Greek definition, since these are lacking, but a term created by modern scholars. The first to use it was Wilcken (1911), who based it upon the fact that these oaths in the sources are usually said to be taken within the temple area, and on the argument that this was the decisive feature distinguishing them from royal oaths.³¹² However, in 1929 Seidl refuted Wilcken's argument showing that the differences between these two types of oaths lay in their use, form and function, and that royal oaths could be taken in a temple as well,³¹³ just like the so-called temple oaths, and that the term 'temple oaths' was therefore inaccurate.³¹⁴ Nonetheless, the label 'temple oaths' was adopted by Kaplony-Heckel for her corpus of Demotic oaths in the Ptolemaic Period (1963), and as a result of her work it has become a generally accepted term in the literature.³¹⁵ Although a better name would simply be 'god's oaths', since they are taken solely in the name of an Egyptian god (without a king), we will retain the use of the term 'temple oaths' for ease of reference and for the sake of immediate recognition.

The gods who act as guarantors of the temple oath's truthfulness differ according to the provenance of the oath text and the designated place of oath-taking. They were usually Sobek in Krokodilopolis (Upper Egypt), Hathor in Pathyris, Khonsu, Amun and Montu in Thebes,

³¹⁰ See the updated list of published and unpublished Greek and Demotic royal oaths by Minas, *Aegyptiaca Treverensia* 9 (2000), p. 164-166.

³¹¹ See Seidl, *Eid*, esp. p. 12-18; Helmis, in: Verdier (ed.), *Serment* I, p. 137-153.

³¹² Wilcken, *ZÄS* 48 (1911), p. 168-174, esp. p. 171-174.

³¹³ See for instance the passage in P. Enteux. 26 (Arsinoites, 221 B.C.), a claim by an aged father against his daughter concerning a promised allowance to support him in his old days: "she took a royal oath for me at the temple of Arsinoe of the headland" (ll. 5-6; Greek: ἔχειρογράφησέ μοι ὄρκον βασιλικὸν ἐπὶ τοῦ Ἀρσινόης ἀκτίας ἱεροῦ). For the epithet Aktia, i.e. 'of the headland' probably indicating a cult of Arsinoe located on the seashore, see Bagnall and Derow, *Historical Sources*, p. 246. On royal oaths taken in the temple, see Pestman, *Amenothès*, p. 14, and Helmis, in: Verdier (ed.), *Serment* I, p. 145.

³¹⁴ Seidl, *Eid*, p. 32-36. Seidl, however, applied many terms to these oaths, e.g. 'Eidesprogramm', referring to the oath-text drawn up on a potsherd being the 'Programm', i.e. the basis for the utterance of the oath later (see below and Chapter 3, p. 107). He also used the expression 'im Tempel zu leistende Eide', which is a sort of paraphrase of 'temple oaths', and even the term 'Tempeleide', which he criticized. On this issue see also Helmis, in: Verdier (ed.), *Serment* I, p. 138 ff.

³¹⁵ Kaplony-Heckel, *Tempeleide*.

and the Bull of Montu, Lord of Medamud, in Medamud, all invoked through the same standard formula (see ‘Format’ below, p. 79). Presently, most of the surviving Ptolemaic temple oaths date from between 158 B.C. and 87 B.C.; while there are no temple oaths from the Early Ptolemaic period (ca. 332–200 B.C.), a few are still attested during the reign of Emperor Augustus (30 B.C.–17 A.D.). They are currently originating only from Upper Egypt, especially from Thebes and Pathyris, although a few examples come from Dendera and Koptos. The language is usually Demotic; only six out of the hundreds of preserved temple oaths are in Greek, and all six actually ‘translate’ the original Egyptian gods into Greek equivalents (*interpretatio Graeca*).³¹⁶

Most of the published Demotic temple oaths are collected in the valuable publication by Kaplony-Heckel in 1963, but in essence this book is a text edition, rather than a study on the type of oath. Since then, several scholars have published temple oaths in scattered articles, as well as general overviews on this topic.³¹⁷ The studies on temple oaths from a legal point of view by Seidl, although dating back to 1929 and 1952, are still useful,³¹⁸ no legal historian or demotist has ever since dealt with this topic in depth except for Lippert, who most recently has drawn attention to the role of the oath in the legal system of the Late and Graeco-Roman period.³¹⁹

Moreover, apart from the surviving temple oaths themselves, other important sources for the use of juridical oaths in this period are juridical handbooks: P. Mattha (Hermopolis, third century B.C.) and the Zivilprozessordnung (Thebes or Hermopolis, Ptolemaic Period),

³¹⁶ For the six temple oaths written in Greek, see Chapter 5, exs. 16–21, p. 284–297.

³¹⁷ Major corpus edition of the temple oaths: Kaplony-Heckel, *Tempeleide*, reviewed by Pestman, *RdÉ* 16 (1964), p. 217–223 (with corrections). Additional text editions (select list): G. Botti, *L’archivio demotico da Deir el-Medineh* (1967), Pap. n. 40 (= O. Tempeleide 216), pl. XLVII, p. 193–195; Kaplony-Heckel, *FuB* 10 (1968), nrs. 1–40, pls. 26–27, p. 135–184. In 1974 Nur el-Din published among his Leiden ostraca 45 temple oaths, 24 of which had been dealt with in Kaplony-Heckel’s study in 1963. Some differences in translation and reading have been pointed out by the same author; see Nur el-Din, *Ostraca Leiden*, nrs. 278–322, p. 221–256. Two temple oaths on papyrus have been re-published by Pestman, *Amenothès*, n. 11 (= O. Tempeleide 35), p. 97–101; and n. 13 (= O. Tempeleide 34), p. 105–111. Several new temple oaths have been published recently by: Fazzini and Jasnow, *Enchoria* 16 (1988), nrs. 13, 17, 23, p. 23–48; Vleeming, *Ostraka Varia*, nr. 57, p. 129–135; Kaplony-Heckel, *Enchoria* 21 (1994), nrs. 37–45, pls. 11–23, p. 23–62; El-Aguizy, *BIFAO* 96 (1996), p. 1–11; Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 497–508; S. Abdel Aal, in: K. Daoud, S. Bedier, S. Abd el-Fatah (eds), *Studies in Honor of Ali Radwan* (2005), p. 35–48; G.R. Hughes, *Catalog of Demotic Texts in the Brooklyn Museum*, *OIC* 29 (2005), p. 43–47; Muhs, *Enchoria* 30 (2006/2007), nr. 5, p. 60–62; Scalf and Jay, in: Depauw and Broux (eds), *Acts Tenth Demotic Congress*, p. 257–258; Vandorpe and Vleeming, *Erbstreit Papyri*, nr. 19, p. 160–164. Moreover, general overviews on Demotic temple oaths are those by Kaplony-Heckel, in: Eyre, Leahy, Montagno Leahy (eds), *Studies Shore*, p. 149–159 and Lippert, *Einführung*, p. 174–176. See also J.F. Quack, in: H. Barta, R. Rollinger, M. Lang (eds), *Recht und Religion* (2008), p. 146–149.

³¹⁸ Seidl, *Eid* (1929); idem, *Aegyptus* 32 (1952), p. 311–323; see also idem, *Ptolemäische Rechtsgeschichte*, *passim*.

³¹⁹ Lippert, in: Barta et al. (eds), *Lebend(ig)e Rechtsgeschichte* (forthcoming). According to the author, oaths were used regularly in law-courts where they were imposed by the judges using law books (such as P. Mattha), in which many model oaths, including their formulae, were described. For more on oaths imposed by the judges and sworn in court, see § 4.2.2.2. I am most grateful to dr. Lippert for allowing me to read her unpublished manuscript.

both referring to oaths and how to use them in specific legal cases.³²⁰ The first is a juridical manual providing guidance and aid to those who administered justice (e.g. the priest-judges in Egyptian courts)³²¹ into the legal solution of various, at times complex or unusual cases, often to be settled by swearing an oath. Model oaths for the different legal cases are often provided. The *Zivilprozessordnung*, which may also have been a guide for the Egyptian judges, is especially relevant to us for its references to the use of oaths in case the authenticity of a document was controversial. The oaths described in most passages of both documents are likely to be decisory temple oaths used to solve a given dispute.³²²

2.4.2 Format of Greek and Egyptian Oaths, Royal and Temple

The Format of Royal Oaths: Royal oaths have survived as a type of document in itself, as well as being incorporated into texts of other types (contracts, letters etc.), and are exclusively written on papyrus. They are often set down in a so-called *Doppelurkunde*,³²³ which is originally a Greek form of document that also began to be used by Egyptian scribes in the third century B.C.

All royal oaths share the same basic format: protocol, text of the oath, threat-formula and scribe of the oath. The protocol lists the date, the formula introducing the oath and the name of the parties. The text of the oath consists of two elements: the invocation formula and the subject matter of the oath. In the threat-formula the oath-taker brings himself under the curse of Pharaoh should he commit perjury, while he will be under his blessing if he swears truly. As mentioned earlier (p. 57), these threat formulae resemble those encountered in the Egyptian donation stelae from the Third Intermediate Period. There are slight modifications in the formulation of royal oaths according to their origin (Fayum or Upper Egypt) and their language of redaction (Greek or Demotic).

Royal oaths written in Greek are usually introduced by the same formulae in the Fayum and in Upper Egypt, i.e. ὅρκον ὃν ἐχειρογράφησεν ... *The oath which NN wrote with his own hand*. In contrast, the introductory formula of Demotic royal oaths differs according to their provenance: (*h.t n*) pꜣ ꜥnh Pr-ꜥ i.ir ... (*Wording of*) *the oath of the Pharaoh which NN took* (Fayum) and *tw=j ir ꜥnh ꜥnh Pr-ꜥ ...* “*I take oath: As Pharaoh lives ...*” (Upper Egypt).

³²⁰ For more on P. Mattha and the *Zivilprozessordnung*, see Chapter 4, p. 179-180. For arguments in favor of Ptolemaic legal codes resulting from the codifications of law during Saite and Persian period, see Lippert, *Demotisches juristisches Lehrbuch*, p. 167-175 and eadem, ‘Law’, *UEE* 2012, p. 2-6.

³²¹ On the Egyptian priest-judges (Demotic: *nꜣ wpꜣ.w*), see Chapter 4, p. 181-182.

³²² Concrete examples that fit several model oaths outlined in P. Mattha are provided by temple oaths, such as ex. 63 below.

³²³ A *Doppelurkunde* consists of two identical texts of the contract (earlier forms) or two versions of the text, a complete version and a summary version (later form, after 125 B.C.), written one above the other on the same papyrus. The upper part was then folded and sealed (*scriptura interior*) in order to prevent tampering and to be consulted in case of litigation, while the lower part remains visible for consultations (*scriptura exterior*). For examples of earlier and later forms of such double document, see Yiftach-Firanko, in: Keenan, Manning, Yiftach-Firanko (eds), *Law and Legal Practice*, p. 35-41. For an example in Demotic, see P. BM Reich 10079 B-C (ex. 50 below) republished by Vleeming, in: Verhoogt and Vleeming (eds), *Studies Pestman*, p. 155-170.

The terminology, of Greek oaths especially, stresses the fact that royal oaths are primarily written documents;³²⁴ in fact there is no evidence that they were to be recited out loud. Seidl primarily classified royal oaths as ‘Schrifteide’, that is, written oaths for which no utterance was necessary; but he still considers the possibility that they *could* have been ‘Eidesbeurkundungen’, i.e. the written documentation of spoken oaths.³²⁵ The latter, in my opinion, is a more likely scenario in a predominantly oral culture and with oaths, traditionally an oral statement. Maybe in the case of royal oaths, the oral part of the procedure, if there was any, was of only minor importance when compared to the written version of the oath, contrary to temple oaths. This seems also to be indicated by the following text, wherein the *dioiketes* Heroides states that he had his assistants “take oaths not only in the temples, but also in writing, by the kings” (Greek: ὅρκους παρ’ ὑμῶν λαβεῖν μὴ μόνον ἐπὶ τῶ[ν ἱερ]ῶν ἀλλὰ καὶ κατὰ τῶν βασιλέων γραπ[τοῦς]).³²⁶ Apparently, oaths sworn in the temples were oral oaths while those taken by the rulers were written oaths: are perhaps temple oaths and royal oaths respectively described here?

The invocation formula of royal oaths usually lists the ruling king and queen first, followed by the dynasty of the Ptolemies, as well as (often) Isis, Serapis and all other Egyptian gods (not specifically mentioned). The Ptolemies are usually mentioned each by name in reverse chronological order back to the founder of the dynasty.³²⁷

In the Greek royal oaths Isis and Serapis, the only two deities singled out by name,³²⁸ and ‘all the other gods and goddesses’ are often added from the time of Ptolemy III onwards, both in the Fayum and in Upper Egypt, and are always listed as last in the invocation formula. Many scholars have seen their insertion into the (Greek) royal oaths as an expression of the syncretistic politics and propaganda of the Ptolemies toward the Egyptian priests.³²⁹ The invocation formula of Greek royal oaths can be schematized as follows: ὁμύω βασιλέα Πτολεμαῖον καὶ Βασίλισσαν ... καὶ ... καὶ τὴν Ἰσιν καὶ τὸν Σαρᾶπιν καὶ τοὺς ἄλλους θεοὺς πάντας καὶ πάσας “I swear by king Ptolemaios and Queen NN, and by ... [dynasty of the Ptolemies follows], and Isis and Serapis, and all the other gods and goddesses”.

³²⁴ According to Helmis, in: Verdier (ed.), *Le Serment* I, p. 143 (and note 24), the royal oath is so closely bound up with and reliant upon the written form that the term χειρογραφία in certain contexts becomes a synonym of ‘royal oath’. Cf. Liddell and Scott, *Lexikon*, p. 1985. Similarly, the expression χειρογραφίαν λαμβάνειν can mean to receive a royal oath, i.e. make someone take a royal oath. Unfortunately, no references are given to support this conclusion.

³²⁵ Seidl, *Eid*, p. 3-4 and 12. See also idem, *Ptolemaische Rechtsgeschichte*, p. 162-163.

³²⁶ UPZ I 110, l. 38-40 (164 B.C.).

³²⁷ Minas, *Aegyptiaca Treverensia* 9 (2000), p. 163-171.

³²⁸ The fact that Serapis and Isis are the only two deities specifically mentioned by name, along with the king and the queen, indicates the close connection with the Ptolemaic royal couple. On this issue, see for instance S. Pfeiffer, in: P. McKechnie and P. Guillaume (eds), *Ptolemy II Philadelphus and his World* (2008), p. 387-408. Note that the suggestion made by J. E. Stambaugh, *Sarapis under the Early Ptolemies* (1972), p. 33, that Serapis was mentioned first in the invocation formula of oaths sworn by Greeks and Isis in oaths sworn by Egyptians, does not always apply.

³²⁹ See for instance Helmis, in: Verdier (ed.), *Le Serment* I, p. 140.

The invocation formula of Demotic royal oaths differs according to their provenance, with the inclusion of Isis and Osiris and (all) the gods of Egypt being a distinctive feature of the Upper Egyptian oaths:³³⁰

A. Oaths from Upper Egypt: *ḥnh Pr-ḥ Ptrwmjs irm t3 Pr-ḥ ... irm ... irm Is.t irm Wsir irm n3 ntr.w (n) Kmj* “As live Pharaoh Ptolemaios and Pharaoh (i.e. queen) NN, and as live ... [dynasty of the Ptolemies follows] and (as) live Isis and Osiris and (all) the gods of Egypt”.

B. Oaths from the Fayum: *ḥnh Pr-ḥ Ptrwmjs irm t3 Pr-ḥ ... irm...* “As live Pharaoh Ptolemaios and Pharaoh (i.e. queen) NN, and as live ... [dynasty of the Ptolemies follows]”. No gods are mentioned.

*The Format of Temple Oaths:*³³¹ In contrast to royal oaths, temple oaths are based on an oral procedure: they are first prepared in writing and then sworn later, sometimes even after several days at the local temple of the god invoked. Moreover, they have survived simply as a type of document in itself and are mostly written on ostraca, potsherds rather than limestone flakes. Only a dozen temple oaths written on papyri have been preserved. Furthermore, templates of temple oaths, along with the procedure that should be followed in settling various legal cases, are provided in P. Mattha and the Zivilprozessordnung, as shown below.

Three types of documents can be distinguished among temple oaths, type A (ostraca), type B (ostraca) and type C (papyri), the main difference being a gradation in informative contents, which also correspond to different procedural stages. They share the same basic format, which consists of a protocol, the wording of the oath itself, and the consequences of taking or refusing to take the oath (but the latter only in case of decisory oaths). The inclusion of other clauses in the temple oath’s written format depends among others upon the provenance (Thebes or Pathyris), and on the type of source and the stages of the procedure they reflect.

All temple oaths, however, regardless of their provenance, are introduced by the same standard formula. In Demotic oaths this formula stresses the fact that these oaths represent an oral procedure: *ḥ.t (n) p3 ḥnh ntj i.ir ... (s3 ...) r ir=f* ‘Wording of the oath that NN (son of NN) will take’. Its Greek counterpart reads as follows: ὅρκος ὃν δεῖ ὁμόσαι ... ‘The oath that NN (son of NN) has to swear’.

Furthermore, the temple oath’s invocation formula lists a chief god (mentioned by name) and the ancillary gods who reside with him in his temple (unspecified). No king is invoked. The following is a schematization of the invocation formula, respectively in Demotic oaths: *ḥnh ... ntj ḥtp dj irm ntr nb ntj ḥtp (dj) irm=f* “As (god) NN lives, who rests here

³³⁰ As stressed by Vleeming, in: Verhoogt and Vleeming (eds), *Studies Pestman*, p. 167, note e, the inclusion of the Egyptian gods is not only a matter of chronology (from Ptolemy III onwards), but also one of geography (only in oaths from Upper Egypt). See also Minas, *Aegyptiaca Treverensia* 9 (2000), p. 168, note 643.

³³¹ A complete and detailed overview of the temple oaths’ clauses is given in Chapter 3, *passim*.

(i.e. the temple where the oath is taken) *and each god who rests (here) with him*"; and in Greek oaths: Νῆ τὸν ... καὶ τοὺς συννάουζ θεούζ "By (god) NN *and the gods who reside* (lit. 'share the temple') *together with him*".³³² Contrary to royal oaths, temple oaths do not include a threat-formula.

2.4.3 Use of Oaths, Promissory and Assertory (Decisory)

Introduction: As in earlier periods, the oaths in the Ptolemaic Period can be subdivided into promissory and assertory oaths. In general, most promissory oaths are royal oaths used in a non-judicial context, i.e. not involving a lawsuit, while assertory oaths are temple oaths employed in a judicial context to settle a dispute (decisory oaths). The specific use of both categories of oaths will be discussed below, after a few words of introduction about law courts in the Ptolemaic Period.

Law Courts: In general, legal disputes in the Ptolemaic Period could be submitted to the Egyptian or the Greek courts and judges (i.e. *laokritai* and *chrematistai*), according to the language of the legal documents, which became the determining factor for the choice of the court of jurisdiction by the end of the 2nd century B.C.³³³ Moreover, state officials such as the *strategos* or the *epistates* could also administer justice and help settling private disputes (by for instance imposing a decisory oath) due to there being no clear separation of administrative and legal powers in the Ptolemaic system. Also, private associations may have played a role in enforcing agreements and resolve disputes among their members. Furthermore, litigants could turn to private and less formal social networks such as influential members of their local community who could use their authority to help resolve a dispute by mediation or arbitration.

2.4.3.1 The Use of Promissory Oaths (type: primarily royal oaths)

As already seen in earlier periods, promissory oaths in the Ptolemaic Period can be subdivided into two main categories:

- I. Promissory oaths used in a contractual context (contractual oaths)
- II. Promissory oaths of honest exercise of office (administrative oaths)

Most Ptolemaic promissory oaths in both categories are represented by royal oaths in Greek and sometimes in Demotic.

³³² The invocation formula of temple oaths, differently from that of royal oaths, is not introduced by the verb ὀμνύω "I swear".

³³³ On this matter and for more on legal authorities in the Ptolemaic Period, see § 4.1.3.

A. Promissory oaths used in a contractual context (contractual oaths)³³⁴

The functions of Ptolemaic contractual oaths were to guarantee the future execution of a contractual obligation and to ensure against a breach of contract or outstanding claims (for a similar use of promissory oaths in earlier periods, see for instance p. 43-45). When the contracts concerned matters of state, the type of oath used was the royal oath, while in business agreements dealing with private matters both royal and temple oaths are attested (the latter, however, are rare).

Promissory oaths to guarantee a contractual obligation in matters of state

When contracts concern aspects of the royal economy and the Ptolemaic fiscal and administration system, e.g. the lease and cession of Crown land (βασιλική γῆ), or the loan of seeds to royal farmers (βασιλικοὶ γεωργοί), the only type of oath attested to guarantee a contractual obligation is, as expected, the royal oath (βασιλικὸς ὄρκος). Many of these contracts and oaths concern land, which was the main source of income for the Ptolemaic rulers, and its related taxes.³³⁵

It seems that all the lessees of Crown land, ranging from the cleruchs³³⁶ to the royal farmers, were obliged to make many promises under oath, among others to irrigate and sow their plots of Crown land.³³⁷ Moreover, they had to swear to repay the loan of seed-corn from the royal storehouse, usually together with the so-called ἐκφόρια, lit. ‘the things which (the earth) produces’, i.e. rents paid in kind (usually in grain). Royal farmers also swore to pay the rent for their plots with their own harvest, and not to flee.³³⁸ In some cases, the wording of the oath is recorded directly, as in the next document:

Ex. 47	ὁμόμοκα τὸν πρ[ογ]εγραμ[μέν]ον βασι[λικὸν] ὄρκον ἢ μὴν (l. εἰ μὴν) κατασπερεῖν εἰς τὸν σπόρον --- τοὺς ὑπάρχον[τε]ς μοι --- κατοικικοὺς κλήρους ἢ τῆς <γῆς> ἀμελεθισομένης ἐκ τοῦ ἰδίου τὰ καθήκοντα μετρ[ήσει]ν
	“I have sworn the prescribed royal oath, that I truly will sow (lit. ‘spread the seeds for the sowing’) ... the plots of catoecic land ³³⁹ belonging to me ... or, that, if I will neglect the land, I will measure out the payments due at my own expense”. ³⁴⁰

³³⁴ Oaths in contracts have been recently addressed by B. Anagnostou-Canas, *Contrats et serments dans l'Égypte hellénistique et romaine* (2017, non vidi).

³³⁵ Substantial revenues for the Crown consisted of a set of fixed land taxes, to be levied in kind or money, and of the annual rent, mostly in kind, due by royal farmers for their plots of Crown land. For more on this matter, see A.M.F.W. Verhoogt, *Menches* (1998), p. 108-120.

³³⁶ Cleruchs are holders of Crown land, which the king had granted them as soldiers, as a reward for their services. On this subject see for instance F. Uebel, *Die Kleruchen im ptolemäischen Ägypten* (1968); Verhoogt, *Menches*, p. 117; S. Scheuble-Reiter, *Katökenreiter im ptolemäischen Ägypten* (2012), p. 142-194; C. Fischer-Bovet, *Army and Society in Ptolemaic Egypt* (2014), p. 210-236.

³³⁷ See e.g. PSI V 513 (Arsinoites, 251 B.C.) and P. Cairo Zen. II 59254 (Arsinoites, before 252 B.C.).

³³⁸ See e.g. P. Tebt. I 210 (= Chrest. Wilck. 327), from the Fayum, 107 B.C. On this subject, see Helms, in: Verdier (ed.), *Serment I* (1991), p. 151; Sarischouli, *P. Bingen*, p. 222-223.

³³⁹ Cleruchs of Greek origin were called κατοίκοι: from here the term ‘catoecic’ land.

³⁴⁰ P. Bingen 46, ll. 2-5 (Hermopolis, 52 B.C.).

In other documents the abovementioned royal oaths are only referred to indirectly, as for example in the following text from Herakleopolis (1st century B.C.), a letter between officials dealing with a loan of seed-corn from the royal storehouse:

Ex. 48	ληφθείσης [αὐτῶν χειρογραφίας ὄρκου βασιλικοῦ περὶ τοῦ κατασπερεῖν τὴν γῆν καὶ μηδεμίαν ἐάσειν εἰς ἄσπορόν [καὶ παραδώσειν ἐγ (l. ἐκ) νέων ἅμα τοῖς τῆς γῆς ἐκφορίοις τὰ] καθήκο[ν]τα
	‘...after they have taken a handwritten royal oath about the sowing of the land and that no (land) will be left unsown, and that they will deliver the payments due with corn out of the new harvest, together with the rents of the land.’ ³⁴¹

Promissory oaths to guarantee a contractual obligation in private matters

Although used less than in contracts dealing with matters of state, promissory oaths to guarantee an obligation were not unusual in Greek contracts concerning private affairs. For example, by swearing the following royal oath, a wife promises to respect the divorce contract:

Ex. 49	ὁμνύω βασιλέα Πτολεμαῖον καὶ βασίλισσαν Κλεοπάτραν τ[ὴν] ἀδελφὴν καὶ τοὺς τούτων προγόνους ποιήσειν ἀκολουθῶς
	“I swear by King Ptolemy and Queen Cleopatra his sister, and by their ancestors, that I will act accordingly”. ³⁴²

Other examples of royal oaths similarly used occur in P. Hib. I 65 (ca. 265 B.C.) and P. Ryl. IV 585 (early 2nd century B.C.), both dealing with a sworn promise to reimburse a loan, P. Strasb. VII 642 (241–221 B.C.), an oath concerning a lease contract and P. Enteux. 26 (221 B.C.), containing a daughter’s promise to pay an allowance to her elderly father.

Moreover, an interesting case is the Demotic text P. BM Reich 10079 B-C (230 B.C.), which is actually a royal oath closely related to a divorce contract, P. BM Reich 10074 (230 B.C.), but set out as a separate document. In the divorce contract the husband cedes certain liturgies to his former wife, promising not to interfere with those in the future. In order to guarantee his promise of non-interference he takes an oath. As Vleeming suggests, the oath was intended to reinforce the promise included in the actual contract of divorce, but was separated from the Demotic contract to keep “the integrity of the Demotic notarial praxis” intact.³⁴³

Ex. 50	[tw=j iṛ] ḥnh (ḥnh Pr-ḥ P tr ¹ [wnjḥ] ḥs ¹ Ptrwmis [irm] ḥ ¹ rsjn nḥ ntr.w sn.w irm tḥ P ¹ r-ḥ, ḥ ¹ ḥ ¹ rnjḥ [irm nḥ n]tr.w sn.w nḥ irm nḥ ntr.w [mnḥ.w irm] Is.t irm Wsir irm nḥ ntr.w [n K]mj

³⁴¹ BGU XVIII 2733, ll. 6-8 (Herakleopolites, 87 B.C.). Similarly: BGU XVIII 2734, 2753, 2754, 2758. See Sarischouli, *ibidem*, p. 223 (also about the καθήκοντα, ‘payments due’).

³⁴² P. Tebt. III¹ 809, ll. 8-11 (Tebtynis, 156 B.C.).

³⁴³ Vleeming, in: Verhoogt and Vleeming (eds), *Studies Pestman*, p. 156 ff.

	<i>dr=w bn iw=j rh [sh r] šdj (n) rmt (n) p3 t mtw=t bn iw=j šdj^r n^k. 't' (n) p3 [t3] (n)-dr.t rmt mtw=t^r t^r j p3 hr^r w^r r hrj</i>
	“I [take] oath by Pharaoh Pto[lemaios], son of Ptolemaios, [and] Arsinoe, the Brother-and-Sister Gods, and by Pharaoh Berenike, [and the] Brother [G]ods, and the [Beneficent] Gods, [and] Isis and Osiris, and the gods [of E]gypt, all: I will not be able to [interfere with] income of any man in the world of yours, I will not exact a thing [what]soever from a man of yours from today onwards”. ³⁴⁴

By contrast, only a few temple oaths were used to guarantee the promise to fulfil a contractual obligation in case of agreements between private individuals and concerning private property. As said, Demotic contracts were usually drawn up by a notary scribe and the oaths were replaced by fixed contractual stipulations. This is probably the reason why these few contract-related temple oaths are not incorporated into a written contract nor seem to be associated to any (preserved) separate contract, but were probably taken as a precautionary measure to guarantee an oral agreement for which no contract had been written down. An example of such a temple oath is the following text, an unspecific agreement:

Ex. 51	<i>enh Imn-nj.w-Hmn-iw ntj htp dj irm ntr nb ntj htp dj irm=f sw iw w3h=t dj.t st n=j iw=j mh=t n.im=f r-hr=j (?) r nj=j hrd.w hn^c tj=w mst</i>
	“As Amon-of-the-Ogdoad lives, who rests here and each god who rests here with him! As for the wheat that you have given me, I will pay you in full for it, at mine and my children’s expense, with their interest”. ³⁴⁵

Promissory oaths to ensure against breach of contract

By the end of the second century the plots once assigned to the cleruchs were treated as their own property, and as such could be passed down from father to son or ceded from one soldier to another.³⁴⁶ Many documents concerning the cession of cleruchic or catocic land³⁴⁷ consist of a bipartite text, the deed of cession itself and the corresponding royal oath by the person ceding the land who essentially swore not ‘to come back on’ the contract.³⁴⁸

In P. Oxy. XLIX 3482 (73 B.C.), the two sections, the deed of cession (A) and the oath (B), are also physically divided by a blank space.³⁴⁹ The royal oath reads as follows:

³⁴⁴ P. BM Reich 10079 B-C, ll. 12-16.

³⁴⁵ O. Tempeleide 61, ll. 5-8. See also O. Tempeleide 218-223.

³⁴⁶ On this matter, see J. Manning, *Land and Power in Ptolemaic Egypt: The Structure of Land Tenure* (2003), p. 178-181; K. Vandorpe, in: E. Jakab (ed.), *Sale and Community. Documents from the Ancient World* (2015), p. 99-115, esp. p. 100.

³⁴⁷ Both terms are used synonymously: see above note 339.

³⁴⁸ This was especially the case in deeds of cession. See for instance the following texts, all dating to the 1st century B.C.: BGU VIII 1736-1740 and P. Oxy. LV 3777; cf. P. Oxy. XIV 1635 and P. Fouad 38.

³⁴⁹ For a photo of this papyrus, see POxy: Oxyrhynchus online.

Ex. 52	[ὁμνύω βασιλέα Πτολεμαῖον καὶ βασίλισσαν Κλεοπάτραν τ[ὴν] καὶ Τρύφαιναν θεοὺς Φιλοπάτορας [Φιλαδέλφους καὶ τοὺς τούτων προγόνους] καὶ τοὺς ἄλλους θεοὺς Θέων Ἀντιόχου --- [ὁμολογεῖν Διονυσίῳ] Ἀπολλωνίου --- [καὶ εὐδοκεῖν] ἅπασιν τοῖς κατὰ τὴν συγγραφὴν τῆς ὁμολογίας τὴν κειμένην [ἅμα τῷ ὅρκῳ τούτῳ] --- καὶ μηθὲν παρασυγγραφῆσαι μηδὲν [κακοτεχνῆσαι περὶ τὴν τῆς ὁμολογίας συγγραφήν] μηδὲ περὶ μηθὲν τῶν δι' αὐτῆς ἀναπεφωνημένων μηδὲ [περὶ τὸν ὅρκον τοῦτον παρευρέσει μηδ] ἐμῇ
	<i>“I swear by King Ptolemy and Queen Cleopatra also named Tryphaena, the Father-loving (and) Brother-Sister-loving Gods, and by their ancestors and the other gods, that I, Theon son of Antiochus, agree with Dionysius, son of Apollonius, ... and that I consent to all the provisions of the contract of agreement drawn up together with this oath ... and that I will not break the contract nor act fraudulently concerning the contract of agreement or any of the declarations made in it or concerning this oath, on any pretext whatsoever.”³⁵⁰</i>

Promissory oaths to guarantee against outstanding claims in private matters

In the very few promissory temple oaths preserved, one of the oath-text's components could be the promise to guarantee against an outstanding claim, usually concerning sales or leases. For example, a five year lease contract³⁵¹ of some boxes (i.e. charity collection boxes?)³⁵² in the temple of Hathor and in the village of Deir el Medina is confirmed by the swearing of a temple oath. Six priests of the Hathor temple (i.e. the lessor) promise to respect the stipulated contract, be loyal to the lessee and ward off any contestant who may have a claim on the boxes leased to him.

Ex. 53	<i>tw=n hn p̄j=k shn nfr tw=n hn p̄j shn nfr n p̄j rpj n Ht-Hr p̄j dd knb.t ntj iw=f r ij r p̄j m̄c n Ht-Hr iw=n r hpr irm=k wb̄=f n gj nb</i>
	<i>“... We are in your good contract, we are in the good contract of the temple of Hathor. As to the contestant³⁵³ who will come to the place of Hathor, we will be with you against him in every way.”³⁵⁴</i>

³⁵⁰ P. Oxy. XLIX 3482, ll. 28-37; based on editio princeps and BL 8-11.

³⁵¹ P. Botti 36.

³⁵² For this interpretation of the word *ḥḏ.t* lit. ‘box’ see Botti, *Archivio Deir el Medina*, p. 180 and 183. Cf. also the remarks by Pestman, *Survey*, p. 178 about the *ḥḏ.t n pr Mn̄t* ‘the box of the shrine of Montu’ where in some cases contractual fines were paid.

³⁵³ The Demotic phraseology *p̄j dd knb.t* lit. ‘he who speaks court language’, ‘he who goes to court’ can be understood as either *contestant* or *bailiff*. The former refers more generally to anyone with a claim while the latter indicates a person acting on behalf of a court (i.e. a court-usher?).

³⁵⁴ O. Tempeleide 216 (= P. Botti 40), ll. 14-19. Note that the contents of the other lines bear much resemblance to an oath of office in private matters (ex. 55). For the complete translation of O. Tempeleide 216, see Chapter 3, p. 114.

B. Promissory oaths of honest exercise of office

The so-called ‘oaths of office’ are very common among royal oaths, whereby state officials promise not to abuse their professional position for their own interests, or else they would be subject to the curse of the king (threat-formula). Only a few temple oaths (but without any threat-formula) are similarly used, namely to secure the fulfilment of duties, along with the confirmation of loyalty and honesty of a private employee with regard to his employer.

Promissory oaths of office in matters of state

A whole body of officials and administrators monitored the agricultural wealth of Egypt and ensured that all the taxes and revenues due to the state were actually paid. These officials usually confirmed their integrity, honesty and loyalty to the king in undertaking their official duties and exercising their public offices, such as tax collection, land measuring or royal banking, by swearing a royal oath.³⁵⁵ For example, in P. Fouad Crawford App. I 3 (= SB 5680) the banker’s assistant Semtheus swears an oath of loyalty to the state by declaring to carry out all his banking and tax collecting duties honestly and accurately, and also by acknowledging punishment in case of mismanagement:

Ex. 54	ὁμνύω βασιλῆα (l. βασιλέα) Πτολεμαῖον τὸν ἐκ βασιλῆως (l. βασιλέως) Πτολεμαίου καὶ βασιλισσαν Βερενίκη[ν] καὶ θεοὺς Ἀδελφοὺς καὶ θεοὺς Εὐεργέτας τοὺς τούτων γονεῖς (l. γονέας) καὶ τὴν Εἰσιν καὶ τὸν Σαρᾶπιν καὶ τοὺς ἄλλους ἐγχωρίους θεοὺς πάντας καὶ θεὰ[ς] πάσας ἣ μὴν πραγματεύσασθαι ὑπὸ Κλιταρχοῦ τὸν παρὰ Ἀσκληπιάδου τοῦ τραπεζίτου --- καὶ ἀγοίσειν τὰ πίπτοντα πάντα εἰς τὸ βασιλικὸν ὀρθῶς καὶ δικ[α]ίως κ[αὶ] ὃν ἄν[τι] [πα]ραλαμβάνω χαλκὸν παρὰ Κλιτάρχου --- καὶ ἀποκαταστήσειν ἐπὶ τὴν Ἡρακλήους πόλει τράπεζαν --- ἐὰν δέ τι προσοφι[λή]σω πρὸς τὸν χιριζμόν (l. χειρισμόν) τάξομαι ἐπὶ τὴν βασι[λική]ν τράπεζαν [ἐν] ἡ[μέ]ραις ἑ, καὶ ἡ πρᾶξις ἔστω ἔκ τε ἐμοῦ καὶ τ[ῶν] ὑπαρχόντων μοι πᾶν[τω]ν καὶ μὴθὲν ἐξαλλο[τριώσε]ιν τῶν ὑπαρχ[όντων] --- ἔσεσθαί τε ἐμφαν[ή] Κλιτάρ[χου] καὶ τοῖς παρ’ [αὐ]τοῦ ἔξω ἱεροῦ καὶ βωμοῦ καὶ τεμένους καὶ πάσης [σκ]έπης· εὐ[ορκ]οῦντι μέμ (l. μέν) μοι εὖ εἶη, ἐφι[ορκ]οῦντι δὲ ἔνοχον εἶναι τῇ ἀσεβ[εί]αι
	“I swear by King Ptolemaios, son of Ptolemaios, and by Queen Berenike, and by the Brother-and-Sister Gods, and the Beneficent Gods, their ancestors, ³⁵⁶ and by Isis and Serapis and all other gods and goddesses of the country, that I will truly work under Klitarchos, agent of the banker Asklepiades ... and that I will correctly and rightfully bring all payments due to the royal (treasury), and I will deliver the money that I will receive from Klitarchos, ... to the bank in Herakleopolis; ... (and I swear that) if I still be owing anything for my work, I will pay it to the royal bank within five days and the right to exact payments will be from me and all my possessions, and (I swear that) I will not alienate anything of (my) possessions ... and that I will be available to Klitarchos and his agents outside sanctuary, altar, temple precinct

³⁵⁵ See for example P. Tebt. I 27 (Arsinoites, 113 B.C.); P. Petrie III 56 (b) (Arsinoites, 259-258 B.C.), and P. Fouad Crawford, App. I 3 (ex. 54 below).

³⁵⁶ On the Beneficent Gods not being the ancestors of the current king and queen, see the remarks by Bagnall and Derrow, *Historical Sources*, p. 146.

	<i>and every protection; if I swear truly, may it go well with me, if I swear falsely, I will be liable to sacrilege</i> ". ³⁵⁷

Promissory oaths of office in private matters

A few temple oaths concern the proper fulfilment of duties; in this regard they are similar to the many promissory royal oaths taken by state officials and administrators, but this time sworn by private persons.³⁵⁸ A characteristic example is O. Enchoria 30, p. 160, nr. 5, dealing with the duties of a gardener of temple land, which could explain the use of a temple oath in this specific case.³⁵⁹

Ex. 55	ϵnh Mnt R^c(.t)- 't³.wj (?) ... ntj htp dj irm ntr nb ntj htp irm=w iw=j db p³ km n R^c(.t)-t³.wj (?) ... n t³ mrwt Ipj ... iw=j dj tj=f h.t 'mw³ (?) ... p³ hrw n ws ntj iw=j ir=f r p³ km ntj hrj iw=j³ df³ (?) ... nb (?)]
	"As Montu and Rattawy (?) live, who reside here, with each god who resides here with them, I will harvest (?) the garden of Rattawy (?) ... in the arable land of Luxor ... I will give its measure of water (irrigate?) ... The day of absence which I will make for the garden which is above, I will give every (?) ...".³⁶⁰

2.4.3.2 The Use of Assertory Oaths (type: primarily temple oaths)

Assertory oaths preserved in the Ptolemaic Period can be subdivided into two main groups:

- I. assertory oaths of guarantee used in a contractual context (contractual oaths)
- II. assertory oaths to settle a legal dispute once and for all (decisory oaths).

Contractual assertory oaths are rare, and the few surviving examples consist of royal oaths dealing with matters of state. By contrast, decisory oaths are abundantly attested and are represented by temple oaths dealing with private legal disputes.

I. Assertory oaths in a contractual context (contractual oaths)

As in the Late Period, Ptolemaic guarantees against outstanding claims from a third party were provided by an assertory oath. However, while the Abnormal Hieratic oaths were included in Egyptian contracts concerning private matters (see p. 70-71), the Ptolemaic oaths concerned matters of state, therefore using the royal oath, usually in Greek.

³⁵⁷ P. Fouad Crawford, App. I 3, ll. 3-20 (= SB 5680, Herakleopolis, 229 B.C.), based on edition and BL 6-11.

³⁵⁸ These are: O. Tempeleide 216-217; O. FuB 10, p. 146, nr. 10; O. MH Lichtheim 159 (?) and O. Enchoria 30, p. 160, nr. 5.

³⁵⁹ Published by Muhs, *Enchoria* 30 (2006/2007), p. 60-62.

³⁶⁰ O. Enchoria 30, p. 160, nr. 5, ll. 3-8.

Assertory oaths to guarantee against outstanding claims in matters of state

In the Ptolemaic tax farming system, the bidding for the right to collect a certain tax was organized at a public auction.³⁶¹ Successful bids had to be secured by personal guarantors swearing a royal oath, whereby they declared that the goods they had brought as a mortgage were free of any external claim. A characteristic example of such a royal oath is the following text:

Ex. 56	[ὄμνυμι βασιλέα Πτολεμαῖον τὸν ἐκ Πτολεμαίου καὶ] Ἀρσινόης θεῶν Φιλοπατόρων [κ]α[ὶ] θεοὺς Φιλοπά[τ]ρ[ο]ρας κα[ὶ] θεο[ὺς] Ἀδελφο[ὺς] καὶ θε[οὺς] Εὐερ[γέ]τας καὶ θεοὺς Σωτήρας καὶ τὸν Σαρᾶπιν καὶ τὴν [Ἰ]σιν καὶ τοὺς ἄλλους θεοὺς πάντας καὶ πάσας [τα]ύτην τὴν ὑποθήκην ἣν ὑποτέθεικα πρὸς [τ]άλλα ντα δύο εἰ[ν]αι ἐμὴν καθαρὰν καὶ μὴ ὑποκεῖσθαι πρὸς ἄλλο μὴ ἐν ἀλλ' ἢ τὴν προγεγραμ[μένην] ἐγγύην.
	“I swear by king Ptolemaios, son of Ptolemaios and Arsinoe, the Father-Loving Gods, and by the Father-Loving Gods, and the Brother Gods, and the Beneficent Gods, and the Saviour Gods, and by Serapis and Isis and all other gods and all the goddesses, that this mortgage that I have given in pledge for two talents is mine, free (of any liability) and that it is not a mortgage for anything else than the above mentioned pledge”. ³⁶²

II. Assertory oaths to settle a dispute once and for all (decisory oaths)

In Ptolemaic Egypt assertory oaths used to settle a dispute once and for all (i.e. decisory oaths) belong to the type of temple oaths and are for the great majority written in Demotic.³⁶³ Decisory oaths were employed in private legal dispute arising from all kind of affairs (e.g. sales, loans, debts, matrimonial squabbles, inheritance) that could not be resolved otherwise, mostly due to the lack of evidence to support the plaintiff’s claims,³⁶⁴ or to evidence being problematic, i.e. insufficient, unclear or even contested.

Normally it is the defendant who takes the oath, declaring that he³⁶⁵ is innocent of the accusations brought against him (e.g. stealing something), or that he has already fulfilled certain obligations toward the other party (e.g. the payment of a debt). The guarantor of the truth of the oath is the god in whose name the oath is sworn, at the risk of the swearer. The other party gives way to the accused’s declaration, convinced that the god supervises the

³⁶¹ On tax farming see C. Préaux, *L’économie royale des Lagides* (1939), p.450-459; J. Bingen, *Hellenistic Egypt: Monarchy, Society, Economy, Culture* (1978), p. 157-188; Turner, *CAH*, vol. 1/7 (1984), p. 118-174. Outline of tax farming’s rules in P. Rev., 1-22: see translation by Bagnall and Derow, *Historical Sources*, p. 181-195. See also UPZ I 112 containing the announcement of the auction for the annual tax farming organized in a *nome*.

³⁶² P. Petrie III 57 a, ll. 1-5 (= Chrest. Wilck. 110; Arsinoites, 204-203 B.C.).

³⁶³ For more on the six temple oaths written in Greek, see Chapter 5, exs. 16-21, p. 284-297.

³⁶⁴ For the requirement of an oath to support an oral declaration/testimony, see e.g. the Zivilprozessordnung, col. II, 11: ‘the person who makes a complaint orally, give to them an oath ...’.

³⁶⁵ The oath-taker could be a man or a woman, i.e. he or she. However, for the sake of brevity and readability we will only use the (grammatically neutral) masculine in general sentences. For more on the oath-taker’s gender, see Chapter 3, p. 111-112.

procedure. If the defendant does swear, usually the plaintiff has to withdraw his charges. If the defendant declines to take the oath, various scenarios are possible, depending upon the case and charge: the refusing party has for example to pay the amount disputed, to which a fine is sometimes added, or to give back what he appears to have stolen. Either way, the dispute is settled.³⁶⁶ The consequences of the oath are mostly of a financial nature (no corporal punishment).³⁶⁷

The use of an oath to settle a legal dispute once and for all is rarely attested before the Ptolemaic Period. The only known examples of a decisory oath prior to Ptolemaic temple oaths appear in three, previously discussed, Abnormal Hieratic texts: P. Louvre E 3228c (ex. 40), P. Louvre E 7861 (ex. 45), P. Louvre E 7848 (ex. 46), and in the Demotic P. Rylands 9 (ex. 44). These texts, on the one hand the end product of a long tradition of oath-taking, and on the other the first of a new development, are the forerunners of the decisory temple oaths widely attested in the Ptolemaic Period. Of the latter a few representative examples are given next, before getting to the detailed study of their formulae and underlying procedure in the following chapters.

Decisory oaths against accusations of theft or misappropriation (purgatory oaths)

In many temple oaths the oath-taker defending himself against the accusation of theft of a given item (money, crops, wine, clothing etc.) swears by using a standard formula reading as follows: “As for object x, about which you have litigated with me, I did not take it from you, I did not cause that it was taken nor do I know of any man who took it” (see ex. 57 below).³⁶⁸ The formulae of such purgatory oaths partially correspond with that of a model oath provided in the Zivilprozessordnung, col. VIII, 16-17, which was to be sworn in case a document was stolen: “As to the document of which one says: ‘you have taken it from me’, I did not take it; I did not cause that it was taken”.

Purgatory oaths, albeit with slightly different formulae, are also those sworn by women against the accusation made by their divorcing husbands of misappropriating domestic property and money during the marriage.³⁶⁹

The following is a characteristic example of a purgatory temple oath:

Ex. 57	$\epsilon nh \text{ } Imn-nj.w-Hmn-iw \text{ } ntj \text{ } htp \text{ } dj \text{ } irm \text{ } ntr \text{ } nb \text{ } ntj \text{ } h[tp] \text{ } irm=f \text{ } nj \text{ } sw.w \text{ } r-tw=k \text{ } mdt \text{ } irm=j \text{ } m-$ $db\text{.}\chi=w \text{ } bn \text{ } pw=j \text{ } tj=w \text{ } bn \text{ } pw=j \text{ } dj.t \text{ } tj=w \text{ } st \text{ } bw \text{ } ir \text{ } rh[=j \text{ } rmt \text{ } iw=f] \text{ } tj=w$

³⁶⁶ As said this procedure, in particular the temple oath formulae for taking or refusing to take the oath, bears resemblance to the oracle questions in the late New Kingdom and Third Intermediate Period, whereby the god was asked to give an answer (affirmative or negative) to two questions involving legal consequences (for example whether a person accused of theft did or did not steal something).

³⁶⁷ On beatings associated with oaths (for example in Deir el Medina Ramesside texts), see p. 41. For more on the consequences of swearing or refusing to swear a temple oath, see § 3.2.3.1 and § 3.2.3.3.

³⁶⁸ Similarly O. Tempeleide 118, 123-125, 137, 175, 186-188, 190, 196, 197.

³⁶⁹ On this particular group of oaths, see Chapter 3, Excursus I, p. 129-132 and Chapter 4, p. 201.

	“As Amun-of-the-Ogdoad lives, who rests here and each god who rests (here) with him. As for these cereals about which you have litigated with me, I did not take them nor did I cause that they were taken. I do not know [of any man who] took them”. ³⁷⁰

The consequence for swearing the purgatory oath usually involves the withdrawal of the plaintiff's claims, while refusing to take the oath implies an admission by the defendant of being guilty of stealing and fearing the god's wrath, and thus should lead to the restitution of the stolen object.

Ex. 58	ꜥnh ꝓꝓ kꝓ Mtn ntj ꜥtp dj irm ntr nb ntj ꜥtp dj irm=f bn-pw=j ꝓꝓ nkt mtw=k n ꝓꝓ ꜥj(r) ꜥꝓ 10 rdb (?) sw 1 iw=f ir ꝓꝓ ꜥnh mtw=f wj r=f iw=f tm ir=f ꝓꝓ nkt ntj iw=f r wnꜥ=f mtw=f dj.t (?) st
	“As the Bull of Medamud lives, who rests here and each god who rests here with him! I did not take a thing from you, aside from 10 (deben) silver and 1 artaba (?) of wheat. If he takes the oath, he (the plaintiff) will ‘be far from him’. ³⁷¹ If he does not take it, the thing that he will ‘reveal’ ³⁷² he will give (?) it back’. ³⁷³

Decisory oaths dealing with debts (in money or in kind)

The vast majority of the surviving temple oaths deal with debts, mostly originating from loans or sales not paid in full or not paid for at all, but also from pledges or deposits, and the lease of land.³⁷⁴ If the plaintiff was not able to hand over a document attesting the debt or any other proof upholding his claim, the only way out was a temple procedure, while his opponent could defend himself by declaring under oath that either the alleged debt had already been paid (ex. 59), or the debt did not exist (ex. 60), or the disputed money/object never reached him in the first place (ex. 61). If he took the oath, the plaintiff had to drop his claims; otherwise, the reluctant defendant admitted to being in the wrong and had yet to fulfil his obligations by paying his debt.

Ex. 59	ꜥnh nꝓ ntr.w ntj ꜥtp dj irm ntr nb ntj ꜥtp irm=w ꝓꝓ krkr 1 ntj iw=t mdt irm=j hr=f wꝓꜥ=j mh=t n.im=f
	“As the gods live, who rest here, and each god who rests (here) with them, as for this one talent (about which) you have litigated with me, I have paid it (back) in full to you”. ³⁷⁵
Ex. 60	[ꜥnh ... ntj ꜥtp dj] irm ntr nb ntj ꜥtp irm=f mn mtw=k ir ꝓꝓ ꜥwj=j mn mdt ꝥꝓ n ꝓꝓ ꜥnh iw=f ir ꝓꝓ ꜥnh mtw=w wj r=f n ꜥꝓ 10 ꝓꝓ 5 ꜥꝓ ꝓꝓ ꜥꝓ 50 iw=f tm ir=f mtw=f dj.t ꜥꝓ 10 ꝓꝓ 5 r mh ꜥꝓ 50

³⁷⁰ O. Tempeleide 120, ll. 4-9.

³⁷¹ On this expression, meaning ‘to withdraw any claim’ against someone, see Chapter 3, p. 135-136.

³⁷² Meaning: ‘the things that he will admit to have taken’. On this expression, see *ibidem*, p. 145.

³⁷³ O. Tempeleide 25, ll. 3-6.

³⁷⁴ E.g. respectively O. Tempeleide 150-152; O. Tempeleide 144-145; O. Tempeleide 56.

³⁷⁵ O. Tempeleide 146, ll. 4-6. Similarly, O. Tempeleide 147.

	“[As god NN lives, who rests here] and each god who rests here with him. There belongs no wine to you at my expense. There is no falsehood in the oath”. If he takes the oath, they will be far from him concerning 10 (deben) silver and 5 kites of those (allegedly delivered in full) 50 (deben) silver; if he does not take it, he will give 10 (deben) silver and 5 kites to fulfil 50 (deben) silver. ³⁷⁶

Ex. 61	<i>ʕnh p3 k3 Mtn ntj htp dj irm ntr nb ntj htp dj irm=f p3j hḏ 100 [iw] ir=t mdt irm=j m-dḏb3.ḏ=w bn-pw hḏ [ph=j] hn=w mn mdt ʕd (n) p3 ʕnh iw=s ir p3 ʕnh mtw=s wj r=s iw=s sḏj.ḏ tm ir=f mtw=s dj.t hḏ 100</i> <i>“As the Bull of Medamud lives, who rests here and each god who rests here with him, as for these 100 (deben) silver, about which you have litigated with me, no money of them has got to [me] from you. There is no falsehood in the oath”. If she swears the oath, she will be far from her; if she withdraws in order not to take it, she will give 100 (deben) silver.³⁷⁷</i>

Furthermore, some oaths concern debts that are claimed after the death of NN, usually by a relative of the oath-taker. The latter swears the oath on behalf of the deceased by declaring that he or she did not pass away leaving unpaid debts behind. The regular formula reads as follows: “NN *did not go to the god’s gates* (i.e. passed away) *while object x belongs to him on mine expense*” (*bn-pw NN šm r p3 r3 n n3 ntr.w iw wn mtw=f r-hr=j...*).³⁷⁸

*Decisory oaths concerning inheritance issues*³⁷⁹

After the parents’ death, the inherited property was usually divided between the children. However, among the Egyptians, the eldest son had distinct privileges as he received a better or larger share of the parental property and also played a significant role as trustee for his siblings. Moreover, the share of any sibling who passed away after his father without leaving a male heir was also entrusted to him. The eldest son’s role and rights as to the paternal property are specified in P. Mattha, col. VIII, 30 to col. X, 30, along with a model oath that he has to swear should his claims on the deceased siblings’ share be contested by the youngest brother(s) (col. IX, 5-8):

Ex. 62	<i>in.n3w p3 sn hm smj ḏd n3 hrd.w r.ḏd p3j=n sn ʕ3 hpr=w n p3j=n it.ḏ bn(-pw)=w hpr n šr [n p3j=n it.ḏ ... [n3] 'hrd.w ntj' iw p3 sn hm 'ḏd' bn-(pw)=w 'hpr' n p3j=n it.ḏ hr dj=w ʕrk p3 sn ʕ3 r.r=w ḏd n3 hrd.w i.ḏd=j hpr=w n p3j=n it.ḏ hpr=w n šr n p3j=n it.ḏ bn-pw=j ir md] ʕd n.im=w ... h.t p3 ʕnh ntj iw=w dj.t ir=f s ḏd ... hpr=w (n) šr [n] p3j=j it[.ḏ] mtw=w ʕc-tw mwt p3j=w it[.ḏ] p3 ntj iw bw-ir=f ʕrk r.r=f bw-ir=w dj.t n=f dnj [p3 ntj iw hr ʕrk=f r.r=f hr] dj=w n=f dnj</i> <i>If the younger brother makes a complaint saying: “As for the children of whom our eldest brother said that they existed for our father: they did not exist as children of our father”;</i>

³⁷⁶ O. Tempeleide 131, ll. 4-6. For a similar oath, see O. Tempeleide 107.

³⁷⁷ O. Tempeleide 154, ll. 2-6. Similarly, O. Tempeleide 162 B.

³⁷⁸ E.g. O. Tempeleide 36, 65, 67, 75, 156.

³⁷⁹ On inheritance in ancient Egypt, see Lippert, ‘Inheritance’, *UEE* 2013, p. 1-20.

	as for the children of whom the younger brother says: “they did not exist for our father”, an oath shall be imposed on the eldest son about them saying: “(As for) the children of whom I said that they existed for our father: they did exist as children of our father: I have not lied about them”. ... The wording of the oath: “ ... they existed as children of my father; they died before their father died”. As for the one concerning whom he does not swear: no share can be given to him. As for the one concerning whom he does swear: (his) share shall be given to him.³⁸⁰

Temple oaths dealing with disputes arising from inheritance issues usually concern the contestation of a child’s share by the other children.³⁸¹ In the following text the contested share is indeed that of the eldest brother:

Ex. 63	ḥnḥ pꜣ kꜣ Mꜣtn ntj ḥtp di irm nꜥr nb ntj ḥtp dj irm=f tꜣj šd ntj ḥrj pꜣ ḥr mḥꜥ n Pr-Ipt-wrt³⁸² ntj iw tw=tn mdt irm=j r-dꜣꜥ,ꜥ=s tw=j mꜣ.w n tꜣj tꜣ dnj.t sn ꜣ n.im=s ḥr Pꜣ-dꜣ-Ḥr-wr pꜣj=j iꜥ n rn Wn-nꜥr pꜣj=f iꜥ
	“As the Bull of Medamud lives who rests here with each god who rests here with him! As for this revenue above which is on the northern side of the Temple-of-Epoeris (Opet) about which you are disputing with me, I am justified in taking the share of an eldest brother from it with regard to Petearoueris, my father, in the name of Onnophris, his father”.³⁸³

³⁸⁰ P. Mattha, col. IX, 5-8. See also Chapter 4, Appendix 2, p. 246.

³⁸¹ See for example O. Tempeleide 28, 37 and O. Bodl. Libr. 1188, O. BM EA 31200 (unpublished, quoted by Kaplony-Heckel, *Tempeleide*, respectively p. 382 and 386; photo online catalogue BM. See also O. Strasb. 575, *ibidem*, p. 397 and P. Amherst 61 (unpublished, but discussed by Pestman, *Survey*, nr. 53).

³⁸² The reading *Pr-Ipt-wrt* ‘Temple of Epoeris’ (i.e. temple of Opet in Karnak) has been suggested to me by D. Devauchelle (personal communication), differently from *Pr-Ḥ.t-Ḥr* ‘Pathyris’ by Ritner, in: Hoffmann and Thissen (eds), *Fs Zauzich*, p. 498.

³⁸³ O. Detroit 74249, ll. 4-8.

In summary, the use of juridical oaths, promissory and assertory, in the Ptolemaic Period can be briefly outlined as follows:

Table 4. The Use of Juridical Oaths in the Ptolemaic Period

Ptolemaic Period (332–30 B.C.)	Promissory oaths (mostly Greek royal oaths)	Assertory oaths (mostly Demotic temple oaths)
	Contract-related (non-judicial setting)	
	Guarantees of: • execution of obligation(s) • quitclaim	Declarations of: • clear title
	Court-related (judicial setting)	
	---	Decisory declarations of: • innocence (purgatory oath) • truth of a fact, deed or speech
	Administration (non-judicial setting)	
	Guarantees of: • honest exercise of office	---

2.4.4 Table 5. Concordance and Summary of Texts

Example	Text	Date and Provenance	Oath and Context
1	P. Cairo JE 66844, 6	Dyn. 4, Gebelein	promise by the seller to fulfil his contractual obligations (sale of house)
2	Stela Cairo JE 42787	Dyn. 5-6, Giza	promise by the seller to fulfil his contractual obligations (sale of house)
3	P. Kahun II, 1	MK, el-Lahun	promise by the buyer of deferred payment (sale of priestly function)
4	P. Gurob II, 1	Dyn. 18, Gurob	promise by the lessor to compensate days unsuitable for work due to hot weather (hire of female slaves)
5	O. Ashm. Mus. 68 (= O. Gardiner 68)	Ramesside Period, Deir el-Medina	promise of reimbursement for a metal vessel (oath of the Lord)
6	O. UC 39655 (= O. Petrie 60)	Ramesside Period, Deir el-Medina	promise of reimbursement for goods before a certain date, or else be beaten (oath of the Lord)
7	O. DeM 61	Ramesside Period, Deir el-Medina	promise to give an object of silver before a certain date, or else pay double
8	O. DeM 564	Ramesside Period, Deir el-Medina	promise to give 4 skeins of yarn before a certain date, or else be beaten and pay double
9	O. DeM 58	Ramesside Period, Deir el-Medina	promise to give a (good) donkey or money before a certain date (oath of the Lord; sale of donkey)
10	Stela Cairo JE 52453 (Stèle Juridique Karnak)	2 nd Intermediate Period, Karnak	promise by both parties not to back out of an agreement (oath of the Lord; sale of a priestly function to settle a debt)
11	O. DeM 56	Ramesside Period, Deir el-Medina	promise not to contest the price of an ox (oath of the Lord, sale of cattle)
12	P. Ashm. Mus. 1945.97 (Naunakhte)	Ramesside Period, Deir el-Medina	promise by an heir not to contest a will, or else be beaten and deprived of things (oath of the Lord; inheritance)
13	P. Berlin P 9875	Dyn. 18, Gurob	promise to compensate days unsuitable for work due to hot weather or outstanding claims (purchase of female slave in exchange for cattle)
14	O. Turin N 57173	Ramesside Period, Deir el-Medina	promise not to contest about a donkey and guarantee against outstanding claims (sale of donkey)
15	P. Ashm. Mus. 1945.96 (Adoption Papyrus)	Ramesside Period, Middle Egypt	guarantee against outstanding claims by co-heirs and threat of sexual assault by a donkey (inheritance)
16	Inscription of Mose	Ramesside Period, Sakkara	promise to tell the truth or else be liable to mutilation and deportation (oath of the Lord in court)
17	O. Nash 2	Ramesside Period, Deir el- Medina	promise by witnesses to tell the truth or else be beaten (oath of the Lord in court; theft of Pharaoh's chisels)
18	O. Bodl. Libr. 253	Ramesside Period, Deir el Medina	man's promise not to leave/mistreat his wife again punishable by a beating and loss of matrimonial property (oath of the Lord)
19	P. DeM 27	Ramesside Period, Deir el Medina	man's promise not to visit someone else's bride-to-be again, or be liable to mutilation and deportation (adultery)

Table 5. Concordance – continued (2)

Example	Text	Date and Provenance	Oath and Context
20	same as 19	same as 19	promise by the same man to stay away from the bride-to-be again, or else be liable to forced labour
21	RAD 57	Ramesside Period, Deir el-Medina	oath of office (<i>sdḏ tryt</i>) to report criminal activities (tomb robberies)
22	P. Kahun II, 1	MK, el-Lahun	assertion of satisfaction with an agreement by contractual parties (sale on credit of priestly function)
23	O. DeM 133	Ramesside Period, Deir el-Medina	declaration of handing over a donkey (hire of donkey, oath of the Lord before the oracle)
24	P. Berlin P 9010	Dyn. 6, Elephantine	witnesses' assertion of authenticity of a will, with threat of divine manifestation (inheritance)
25	O. Nash 1	Ramesside Period, Deir el-Medina	denial in court (by a woman) of stealing a chisel (among others)
26	O. Cairo CG 25556	Ramesside Period, Deir el-Medina	denial in court of any blasphemy against Pharaoh; perjury punishable by mutilation; beatings applied
27	P. BM EA 10053	Ramesside Period, Thebes	assertion of truthful speaking in court; retraction punishable by deportation (tomb robberies)
28	P. BM EA 10053	Ramesside Period, Thebes	assertion of truthful speaking in court; perjury punishable by impalement (tomb robberies)
29	P. Cairo JE 65739 (Lawsuit of Erenofre)	Ramesside Period, Thebes	denial in court (by a woman) of using someone else's property to buy a slave; perjury punishable by a beating and confiscation of the slave
30	O. Nash 2	Ramesside Period, Deir el-Medina	witnesses' promise to tell the truth followed by deposition in court (theft of chisels)
31	P. Berlin P 3048, vso. text 36	Dyn. 22-23, Thebes	promise by the husband to provide for his wife at divorce (marital property arrangement)
32	P. Louvre E 7849 (= P. Eheverträge 3; Abn. Hier.)	Dyn. 26 (590 B.C.),	promise by the husband to provide for his wife at divorce (marital property arrangement)
33	P. Louvre E 3228b (= P. Choix 1; Abn. Hier.)	Dyn. 25 (678 B.C.),	promise not to withdraw a loan of grain
34	P. Louvre N 2432 (= P. Choix 15; Abn. Hier.)	Dyn. 26 (ca. 635 B.C.),	promise not to contest a document concerning endowments related to Choachytes functions
35	P. Rylands 1 (Dem.)	Dyn. 26 (644 B.C.), El-Hibeh	promise not to contest or withdraw the agreement (sale of liturgies)
36	Disc Louvre N 706 (Dem.)	Dyn. 26 (592 B.C.)	promise not to flee, contest or withdraw the agreement, and not to summon any witness from outside (selling oneself as a slave)
37	Stela Elephantine (no inv. nr.)	Dyn. 22 (Osorkon II), Elephantine	oath of honest exercise of office by the scribes and representatives of the temple of Khnum
38	P. Louvre E 7840 (Dem.)	Dyn. 26 (542-538 B.C.), Thebes	oath of assuming office (Choachytes' association)
39	P. BM EA 10800	Dyn. 21-22, Thebes	seller's confirmation of execution of payment by the buyer (sale of ushabtis)

Table 5. Concordance – continued (3)

Example	Text	Date and Provenance	Oath and Context
40	P. Louvre E 3228c (Abn. Hier.)	Dyn. 25 (685 B.C.), Thebes	seller's confirmation of execution of payment by the buyer (quitclaim related to payment for a slave)
41	P. Leiden F 1942/5.15 (Abn. Hier.)	Dyn. 25 (ca. 727 B.C.), Thebes	seller's assertion of clear title and promise that evidence by a claimant will be inadmissible in the 'Hall of Writing' (sale of slave)
42	P. Turin Cat. 2118 (246) (Abn. Hier.)	Dyn. 26 (634 B.C.), Thebes	seller's assertion of clear title combined with promise not to withdraw the agreement and exclusion of evidence by a claimant from the 'Place of Writing' (sale of land)
43	P. Turin Cat. 2121 (248) (Abn. Hier.)	Dyn. 26 (617 B.C.)	assertion of clear title combined with promise not to contest the agreement (donation of land)
44	P. Rylands 9, col. XX (Dem.)	Persian Period, El-Hibeh	denial of stealing property and pulling down a house (dispute between priests of el-Hibeh and Petiese)
45	P. Louvre E 7861 (Abn. Hier.)	Dyn. 26 (568 B.C.)	assertion that certain commodities given in deposit were stolen (conflict)
46	P. Louvre E 7848 (Abn. Hier.)	Dyn. 26 (559 B.C.)	recognition of other party's rights concerning a disputed tomb (hostile takeover of a tomb)
47	P. Bingen 46 (Greek)	Ptolemaic Period (52 B.C.), Hermopolis	promise to sow the plots of catoecic land and pay the taxes (royal oath)
48	BGU XVIII 2733 (Greek)	Ptolemaic Period (87 B.C.), Herakleopolites	promise to sow the land, pay back the lease with corn from a new harvest, together with the rents and the payments due (royal oath)
49	P. Tebt. III ¹ 809 (Greek)	Ptolemaic Period (156 B.C.), Tebtynis	promise by a wife to respect the contract of divorce (royal oath)
50	P. BM Reich 10079 B-C (Dem.)	Ptolemaic Period (230 B.C.), Thebes	promise by a husband not to interfere with the revenue from liturgies ceded to his former wife at divorce (royal oath)
51	O. Tempeleide 61 (Dem.)	Ptolemaic Period, Thebes	promise to pay for wheat (temple oath)
52	P. Oxy. XLIX 3482 (Greek)	Ptolemaic Period (73 B.C.), Oxyrinchus	promise not to break the contract or commit fraud (cession of catoecic land; royal oath)
53	O. Tempeleide 216 (= P. Botti 40; Dem.)	Ptolemaic Period, Deir el-Medina	promise to respect the contract of lease (of boxes), be loyal to the lessee and ward off any possible claimant (temple oath)
54	P. Fouad Crawford, App. I 3 (= SB 5680; Greek)	Ptolemaic Period (229 B.C.), Herakleopolis	oath of honest exercise of office related to banking and tax collecting duties, with acknowledgment of punishment in case of mismanagement (royal oath)
55	O. Enchoria 30, p. 60, nr. 5 (Dem.)	Ptolemaic Period, Thebes	oath of office of proper fulfilment of duties by a gardener of temple land (temple oath)
56	P. Petrie III 57 a (= Chrest. Wilck. 110; Greek)	Ptolemaic Period (204- 203 B.C.), Arsinoites	assertion that the goods brought as a mortgage are free of any external claim (royal oath)
57	O. Tempeleide 120 (Dem.)	Ptolemaic Period, Thebes	denial of stealing (decisory oath)

Table 5. Concordance – continued (4)

Example	Text	Date and Provenance	Oath and Context
58	O. Tempeleide 25 (Dem.)	Ptolemaic Period, Thebes	denial of stealing (decisory oath)
59	O. Tempeleide 146 (Dem.)	Ptolemaic Period, Thebes	assertion that an alleged debt has already been paid (decisory oath)
60	O. Tempeleide 131 (Dem.)	Ptolemaic Period, Thebes	assertion that an alleged debt does not exist (decisory oath)
61	O. Tempeleide 154 (Dem.)	Ptolemaic Period, Thebes	assertion that a disputed sum of money/object never reached the defendant (decisory oath)
62	P. Mattha, col. IX, 5-8 (Dem.)	Ptolemaic Period, Hermopolis	model oath by the eldest son with regard to the deceased siblings' share (inheritance; decisory oath)
63	O. Detroit 74249 (Dem.)	Ptolemaic Period, Thebes	assertion by the eldest brother to justify the taking of his share of the inheritance (decisory oath)

CHAPTER 3

THE FORMAT OF TEMPLE OATHS: A STUDY OF THEIR CLAUSES, COMPONENTS AND LEGAL CONTENTS

1. *Introduction* – 2. *Standard Clauses* – 3. *Optional Clauses* – 4. *Appendices*

This chapter deals with the format of temple oaths, based on both Demotic and Greek texts illustrated through characteristic examples from Thebes and Pathyris, the main find-spots, including new textual material. The maximized oath format of eight clauses is subdivided into standard and optional clauses. After a general introduction, each clause is discussed in detail with regard to its formulation (i.e. terminology and grammar) and its legal interpretation. Also, statistics are given and discrepancies in the oath formulae between Thebes and Pathyris are indicated, as they could be of significance for the procedure of swearing a temple oath. The relevant data are presented in convenient tables.

3.1 INTRODUCTION

3.1.1 Previous Study

Before discussing the format of temple oaths, i.e. the layout of their clauses and components, including their legal interpretation,³⁸⁴ a brief overview of previous study will be given.

Seidl identified nine separate clauses of a temple oath: a heading ('Überschrift'), the invocation formula ('Anrufung des Gottes'), the subject matter ('Thema'), the truth formula ('Wahrheitsformel'), the judgment formula ('Urteilsformel'), the trustee ('die Person, die das Eidesprogramm in Empfang nehmen soll'), remarks ('Bemerkungen'), followed by signatures and dates ('Unterschriften und Datierungen') and a summary ('Inhaltsangabe').³⁸⁵ This was done on the basis of a Greek example; the Demotic formulae are not included in Seidl's outline.³⁸⁶ In general, Seidl's analysis and conclusions from a legal point of view are partly still valuable; however, not being a Demotist himself, Seidl had to rely on the translation of the original Demotic texts by other scholars, resulting in a less accurate interpretation of certain text passages.

Seidl's outline was supplemented by Mattha, who provided a very concise overview of the set-up of temple oaths, and including Demotic formulae.³⁸⁷ The composition of the temple oaths was also addressed by Kaplony-Heckel in the introduction to her major temple oaths

³⁸⁴ See also Chapter 2, p. 81-82.

³⁸⁵ Seidl, *Eid*, p. 4-11.

³⁸⁶ Only a few passages from Demotic oaths are quoted in translation.

³⁸⁷ G. Mattha, *Bulletin of the Faculty of Arts Cairo* XIII, part II (1951), p. 1-6.

publication.³⁸⁸ This publication gathered hundreds of Demotic temple oaths from collections around the world, thus providing a text corpus and sufficient data. Based upon these, Kaplony-Heckel identified five essential clauses in the temple oaths format: a protocol or heading ('Protokoll'), the wording of the oath ('Eideswortlaut'), the contents of the oath ('Inhalt'), the judicial decision ('richterlichen Entscheid') and postscripts ('Nachschriften'), which were briefly discussed. However, it lacked a legal examination and Greek temple oaths and their formulae were not taken into consideration. In the recent publication of a new temple oath, Vleeming provided valuable comments on certain Theban oath formulae.³⁸⁹

Building upon these previous studies and new material, it is possible to present a comprehensive outline of the temple oaths clauses and their components, in both Demotic and Greek oaths, also including a selection of the unpublished Turin ostraca and six Greek temple oaths (see Chapter 5). As we will see, the detailed study of the temple oaths clauses presented in this chapter includes a classification into eight clauses, subdivided into standard and optional, scribal and oral, whereby local variants from Thebes and Pathyris can be recognized. Last, but not least, this study also allows us to take the interpretation of the texts further than it has done before, including their underlying legal and social context.³⁹⁰

3.1.2 Temple Oaths Format: the Eight Clauses

Regardless of the type of oath (promissory or decisory) or the writing material (ostrakon or papyrus), the fully written format of temple oaths can be broken down into eight basic clauses (I through VIII). These have been schematically charted in table 1 below, along with their components and on the basis of both Demotic and Greek oaths, in the most frequent sequence.³⁹¹

Not all eight clauses are found in each temple oath. They can be subdivided into 'standard' and 'optional' clauses accordingly. The standard clauses are those that can occur at any time in all temple oaths, on ostraca and on papyri, and from both Thebes and Pathyris.³⁹² These standard clauses are: the protocol (I), the wording of the oath (II), and, in the case of

³⁸⁸ Kaplony-Heckel, *Tempeleide*, p. 16-30.

³⁸⁹ Vleeming, *Ostraka Varia*, p. 129-135.

³⁹⁰ See e.g. the section below 'particulars about the oath parties' (§ 3.2.1.2), or 'Excursus I' about oaths imposed on divorcing women (§ 3.2.2.3).

³⁹¹ Table 1 provides a maximized, schematic outline of the temple oath clauses, I through VIII, along with their components. For the sake of simplicity and readability, at this point only the translation of the formulae is given. More specific and detailed tables with Demotic and Greek texts are given in the sub-sections about each individual clause throughout the current text, as well as in the Appendices. The numbering of clauses (I, II, III, etc.) and indication of their components (a, b, c, etc.) and persons (A, B, C etc.) will be used throughout the whole chapter.

³⁹² In this book 'Theban oaths' or 'oaths from Thebes' means all oaths from the Theban area, including, for example, those from Medamud and other neighbouring villages, unless otherwise specified (ca. 80 % of the known temple oaths). Similarly, the 'oaths from Pathyris' also include the oaths sworn in the neighbouring town of Krokodilopolis (ca. 20% of the known temple oaths).

the case of decisory oaths, the consequences of taking or refusing to take the oath (IV). Together, they form the basic, standard format of temple oaths.

The optional clauses are the assertion of truthfulness (III), the mention of the scribe of the oath (V), the mention of the trustee (VI), the postscript (VII) and archival notes (VIII). Most of these optional clauses reflect local usage, and maybe even point to different regional procedures, since some of them only occur in Thebes or Pathyris. For instance clause VI, the trustee clause, so far appears to be a distinctive feature of Theban temple oaths, while clause VII, the postscript, is a characteristic element of oaths from Pathyris. Some of the optional clauses, however, may contain elements of the regular stages of the oral procedure that were not always written down in full, probably because they were implicitly assumed. An example is provided by clause III, the assertion of truthfulness, which, as demonstrated below (§ 3.3.1) is a regular part of the oral enactment of the (Theban) oaths, but which does not always occur in the ostraca texts. Significantly, when it does occur, it does not always appear in the same position. Such discrepancies between oral and scribal formulae in the format of oaths are not unusual and have already been pointed out with regard to oaths in earlier times, for example in Ramesside Deir el-Medina.³⁹³

Moreover, the extent of the temple oath text (i.e. the inclusion or exclusion of some clauses) and the order of its clauses differ, as we will see below, according to the type of text carrier (ostrakon or papyrus) and the stage of the procedure reflected, and according to the type of oath (promissory or decisory).

³⁹³ See Chapter 2, p. 27-28.

Table 1: The format of temple oaths: a maximized schematic outline of clauses I–VIII

Clauses	Components	Demotic oaths		Greek oaths
I. Protocol standard clause (scribal)	a. introductory formula	<i>Wording of the oath which (Ib) will take</i>		<i>The oath which (Ib) has to swear</i>
	b. oath-taker (1 st party)	<i>A son of B</i>		<i>A son of B</i>
	c. place of oath-taking	<i>at the temple of (god) C</i>		<i>at the temple of (god) C</i>
	d. date of oath-taking (intended) [date 1]	<i>in year x, month y, (day) z</i> (no royal name)		<i>in year x, month y, (day) z</i> (no royal name)
	e. opponent (2 nd party)	<i>for D son of E</i>		<i>for D son of E</i>
II. Wording of the oath standard clause (oral)	a. invocation formula	<i>As (god) C lives, who rests here with each god who rests (here) with him!</i>		<i>By (god) C and the gods who live together with him!</i>
	b. subject matter	various topics (<i>iuris privati</i>)		various topics (<i>iuris privati</i>)
III. Assertion of Truthfulness optional clause (oral) (also after clause IV)	a. truth formula (oral)	Thebes	<i>There is no falsehood in the oath</i>	<i>There is no falsehood in the oath</i>
		Pathyris	<i>There is no false deception in the oath</i>	not attested
IV. Consequences of the oath standard clause (scribal) (decisory oaths)	a. for taking the oath	<i>If he takes the oath, he will ...</i> (various consequences)		<i>If he swears the oath ...</i> (various consequences)
	aa. subsidiary oath (oral)	<i>(and) if F swears into his hand (saying)</i>		<i>let F also (have to) swear an oath</i>
		Thebes	<i>this oath is a truthful oath</i>	<i>this oath is true</i>
		Pathyris	<i>this (oath) is truthful</i>	not attested
	b. for refusing the oath (see also table x)	<i>If he refuses to take it, he will ...</i> (various consequences)		<i>If he does not swear it, he will...</i> (various consequences)
V. Scribe of the oath optional clause (scribal)	a. scribe [scribe 1]	• <i>Has written</i> (no scribe's name) • <i>Has written G (son of H)</i>		not attested
	b. date of redaction of the oath [date 2]	<i>year x, month y, (day) z</i> (no royal name)		not attested
VI. Trustee optional clause (scribal)	a. entrustment formula (scribal)	Thebes	<i>The oath has been given into the hand of I (son of K)</i>	<i>Through the ὀρκωμότης I (son of K)</i>
		Pathyris	not attested	(cf. P. Grenf. I 11)
VII. Postscript (different handwriting) optional clause (scribal)	a. outcome of the oath	Thebes	not attested	<i>Another (?) oath has been sworn</i>
		Pathyris	<i>A went to the temple of god C and took the oath</i>	not attested
	b. scribe [scribe 2]	Thebes	not attested	not attested
		Pathyris	• <i>Has written</i> (G ¹ son of H ¹) • <i>Has written</i> G ² (son of H ²) <i>the priest who has access (to the temple of Smn)</i>	not attested
	c. date of postscript (effective) [date 3]	<i>year x, month y, (day) z</i> (no royal name)		not attested
VIII. Archival notes (different handwriting) [scribe 3?] optional clause (scribal)	a. summary	Pathyris	<i>on the outside papyrus: The (document of the) oath which A son of B has taken (about a given subject)</i>	not attested
		Thebes	not attested (?)	<i>on the verso ostrakon: date; oath of A son of B (about a given subject)</i>
	b. short notes in Greek added to Demotic oaths	Thebes	• ὄρκον <i>oath</i> • oath-taker's name	(not applicable)
		Pathyris	not attested	(not applicable)

3.1.3 Type A (Ostraca), Type B (Ostraca), Type C (Papyri) and their Clauses

Apart from distinguishing the phraseology of the oaths, the text carriers themselves also fall into different categories, i.e. ostraca and papyri. Accordingly, three types of documents can be identified among temple oaths: type A (ostraca), type B (ostraca) and type C (papyri).³⁹⁴ Each of these types has its own number and arrangement of clauses, which indicates different stages of the procedure when taking a temple oath:

- *Type A (ostraca)*: this is the shorter type of document, drawn up prior to the proper temple procedure (§ 4.2.3), serving as the basis for the utterance of the oath, that is to say, the actual taking of the oath at the designated place. It was an aide-mémoire, containing a few essentials, as a draft. These ostraca bear the protocol (I), the wording of the oath itself (II), and, in the case of decisory oaths, the clauses establishing the consequences for taking or refusing to take the oath (IV).

Clauses III (assertion of truthfulness) and V (scribe of the oath) may equally occur in temple oath ostraca of this type from both Thebes and Pathyris, while clause VI (trustee) occurs in approximately one third of the temple oaths from Thebes and is only referred to once, indirectly, in a Greek dossier from Pathyris. Clause VII (postscript) is never included in type A ostraca. Archival notes (clause VIII), for example the Greek word for oath, or a summary of the oath's essentials, are found in very few texts, both from Thebes and Pathyris.

The ostraca of type A may have been kept by the winner of the dispute in his private (ostraca) archive, probably for temporary preservation or, on occasion, copied onto papyrus (see type C below).

- *Type B (also on ostraca)*: this is the more comprehensive type, much the same as type A, but also providing information about the outcome of the oath-taking. In addition to the clauses of type A ostraca (clauses I through VIII: see remarks above), type B ostraca bear an added postscript (VII) mostly drawn up in a different handwriting, usually by the priest of the temple who had witnessed the procedure. Clause VII is only attested in Demotic oaths from Pathyris and once in a Greek oath from Thebes.

Type B ostraca, too, may have been kept by the winner of the dispute in his private archive and subsequently copied onto papyrus (see type C next).

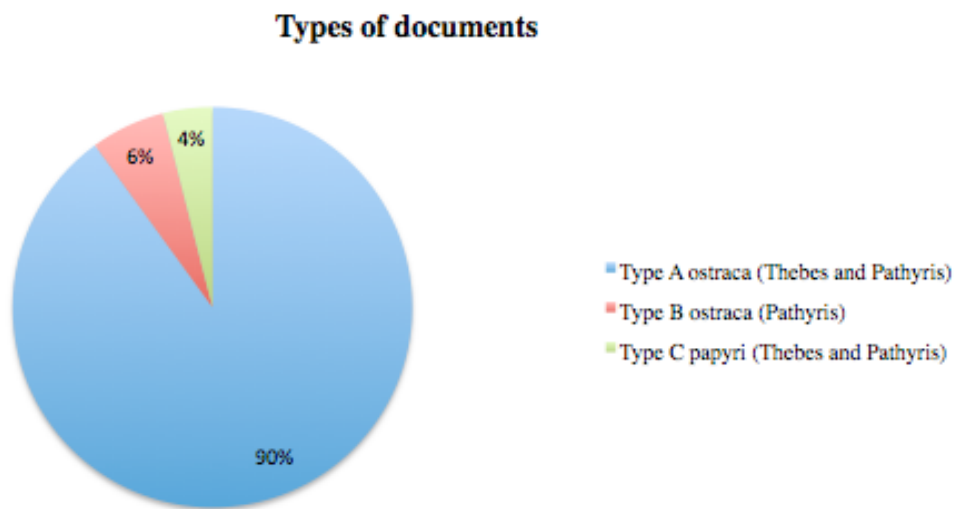
- *Type C papyri*: the third type consists of the small corpus of temple oaths drawn up on papyri. Their format is the same as type A or B ostraca (clauses I through VIII: see remarks above), but copied onto papyrus in a third handwriting – different from that of the scribe of the oath and of the postscript – namely that of the notary or appointed copyist, in order to be kept in a family archive as proof of title.³⁹⁵ These texts usually deal with weighty matters,

³⁹⁴ See also Seidl, *Aegyptus* 32 (1952), p. 312-313 and idem, *Ptolemaïsche Rechtsgeschichte*, p. 59.

³⁹⁵ An example of one and the same oath surviving in two versions on an ostrakon as well as on a papyrus is O. Tempeleide 172 B (type B) and O. Tempeleide 172 A (type C). The name of the (third?) scribe who copied

mostly concerning immovables (e.g. plots of land, houses) or other valuable items, and are meant for long-term preservation.

The bulk of the temple oaths³⁹⁶ is represented by type A ostraca (90%), followed by those of type B ostraca (6%). Type C papyri form an even smaller percentage of the total amount of known temple oaths (4%). As we have seen, type A and C include oaths from both Thebes and Pathyris, while type B originates almost exclusively from Pathyris.



the complete oath text onto papyrus is usually not recorded. An exception to this rule is P. Erbstreit dossier 19. See also below, p. 148 and Chapter 4, p. 219.

³⁹⁶ To my knowledge, there are 855 surviving temple oaths. Their vast majority (i.e. 697 oaths) is fully or partly published, or referred to (respectively 410 and 287 oaths). For an updated list of temple oath publications, see Chapter 2, p. 78 and note 317. The Turin temple oaths (65) are given in translation in Chapter 5, and their complete edition is scheduled for 2019. The remainder of temple oaths (about 158 oaths, of which for instance 30 in Paris and 22 in Leipzig) still awaits publication. On the latter, see Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 157-158. For the recent edition of the Leipzig temple oath O. Lips. ÄMUL dem. inv. 340, see F. Naether and T. Schmidt-Gottschalk, in: Donker van Heel, Hoogendijk, Martin (eds), *Studies Vleeming*, p. 288-297.

3.1.4 Promissory and Decisory Temple Oaths and their Clauses

The format of promissory and decisory temple oaths occurring on the three types of documents A, B and C seen above, is as follows:

- Promissory oaths: the basic standard format consists of the protocol (I) and the wording of the oath (II). Clauses III and V through VIII are optional; the consequences of the oath (IV) are never included.
- Decisory oaths: the basic standard format is more extensive than in the promissory oaths, since it includes the protocol (I), the wording of the oath (II), and the consequences of the oath (IV). The other clauses (III, and V through VIII) are optional.

So, the essential difference in format between promissory and decisory temple oaths consists of the exclusion or inclusion of clause IV, i.e. the clause regarding the consequences of taking or refusing to take the oath. The impact of such a difference on the legal procedure of taking a temple oath will be elucidated in Chapter 4, while the use of promissory oaths has already been addressed in the section dealing with oaths in the Ptolemaic Period.³⁹⁷ All promissory oaths presently known originate from Thebes and belong to type A and C. Finally, it must be pointed out that promissory oaths represent less than 2% of the surviving temple oaths.

³⁹⁷ Chapter 2, ex. 53, p. 86 and ex. 55, p. 88.

3.2 THE STANDARD CLAUSES (Clause I, II, IV)

The standard clauses occur at any time in all three types, from both Thebes and Pathyris. Clause I, i.e. the protocol, and clause II, i.e. the wording of the oath, constitute the basic temple oath structure and occur in both promissory and decisory oaths. Clause IV, about taking or refusing to take the oath only occurs in decisory oaths. Since most temple oaths are decisory, clause IV can also be classified as a standard clause.

3.2.1 The Protocol (Clause I: a, b, c, d, e)³⁹⁸

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival Notes (a, b)

The protocol consists of five components, namely the introductory formula (Ia), the mention of the parties (Ib and Ie), and the place and date of the oath-taking (respectively Ic and Id). This clause belongs to the scribal part of the oath text as it provides the essential data noted by the scribe on the ostrakon as to where, when and by whom the oath had to be sworn, but it was not meant to be read out during the oath-taking.

Apart from the introductory formula and the mention of the oath-taker, the order of the other components of the protocol is not fixed. The options are: opponent/place/date; place/opponent/date; or simply place/date.³⁹⁹ Sometimes, the name of the second party, the date planned for the oath-taking and, on occasion and more rarely, the place of oath-taking are even lacking.⁴⁰⁰ However, the order of the protocol's components given in Table 1, that is: the place and date of oath-taking followed by the name of the second party, is most frequent in and common to both Theban oaths and oaths from Pathyris.

Except for a few cases that will be discussed later, the differences in combination of the abovementioned components of the protocol apparently depend on local tradition, if not on

³⁹⁸ The (Roman) numbers and small letters refer to the clauses and their components as charted above in Table 1, p. 102.

³⁹⁹ For more on these possible variants, see Kaplony-Heckel, *Tempeleide*, p. 17. Note that O. Enchoria 21, p. 35, nr. 37 has a curious order of the components of the protocol (see in particular the introductory formula and position of the date) due to the clumsy use of recto and verso by the scribe.

⁴⁰⁰ Examples of temple oaths without mention of the second party are: O. Tempeleide 37, 50, 69, 73, 86 A, B, 166, 191, 219 (or *Pa-Dm* (?) is the second party?); O. BM EA 21366 (unpublished), quoted by Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155 and note 69. Texts lacking the date of oath-taking are for example: O. Tempeleide 2, 37, 44, 56, 69, 73, etc. Finally, to my knowledge only very few oaths without lacunas in the protocol do not record the place of oath-taking: O. Tempeleide 14, 38, 40, 58, 128, 217 (or in the lacuna?); O. Leiden 293 (or in the lacuna?).

the idiosyncrasy of the scribe, rather than on a chronological development in the formulation of the protocol, or on a real distinction in legal custom.⁴⁰¹

3.2.1.1 The Introductory Formula (Ia)⁴⁰²

The introductory formula is a distinctive feature of both Demotic and Greek temple oaths. Its standard formulation reads as follows:

Demotic oaths: $\underline{h.t(n)} p_3 \text{ } ^c n \dot{h} \text{ } n t j i . i r \text{ (Ib) } r \text{ } i r = f$
Wording of the oath that (Ib) will take.

Greek oaths: ὅρκος ὃν δεῖ ὁμόσαι (Ib)
The oath that (Ib) has to swear.

The relative future tense (third future) used in Demotic (*ntj i.ir r ir=f*) not only expresses future intention, but also has jussive force, indicating an obligation or an expectation.⁴⁰³ The jussive verbal form δει followed by an aorist infinitive (ὀμῶσαι) in Greek suggests the same. The time frame could vary. Examples from Thebes and Pathyris show that in some cases the two stages, declaration and performance, could be separated by several days (see below).

Accordingly, Seidl correctly classified temple oaths as ‘Eidesprogramm’, that is to say oaths whose text was first drawn up on an ostrakon intended to serve as the ‘Programm’, the written basis for the oral oath to rely upon (as an *aide-mémoire*) when the oath had to be pronounced.⁴⁰⁴

There has been much discussion among scholars concerning the meaning and translation of the word *h.t* in the Demotic introductory formula. The correct translation ‘*Wortlaut*’, that is: ‘*wording*’ or ‘*formulation*’ (originally: ‘*body*’), was already proposed by

⁴⁰¹ Since the scribes of temple oaths only rarely provide their names, we rely mostly on the handwriting of the texts to ascertain this point. Unfortunately, some scholars only published facsimiles and not photos of the oaths, so we cannot check their transliteration. On the same point see Vleeming, *Ostraka Varia*, p. 132, note 2.

⁴⁰² A few temple oaths do not begin with the introductory formula $\underline{h.t} (n) p\dot{\bar{i}} \text{ } ^c n\dot{h} \text{ } n\dot{t}j \text{ } i.ir$ that will be discussed in the following pages. Some contain only a small variant, such as O. Tempeleide 108 and O. Enchoria 16, p. 45, nr. 23 with the definite article $p\dot{\bar{i}}$ preceding the introductory formula: $p\dot{\bar{i}} \underline{h.t} (n) p\dot{\bar{i}} \text{ } ^c n\dot{h}$. Also, the reading $^c i\dot{h}$ in O. Tempeleide 49 by the editor of the text Kaplony-Heckel, *Tempeleide*, p. 115 must be corrected into $^c n\dot{h}$ as the latter sign has been left out. On the other hand, O. Tempeleide 220 and O. Leiden 313 contain such substantial deviations from the basic formula of temple oaths (e.g. respectively incipit with a date, mention of Pharaoh Ptolemaios; incipit with a different formula that uses a present tense suggesting maybe that the oath has been sworn and written at the same time) that the question arises whether they must be classified as temple oaths at all. An example of an oath that is definitely not a temple oath, but rather a royal oath was published by Zauzich, *Enchoria* 17 (1990), p. 123-128 (note a.o. that it is sworn by king Ptolemaios and queen Cleopatra, starts with the date and not with the typical introductory formula of temple oath, and originates from Lower Egypt.). For more on characteristic aspects of royal oaths, see Chapter 2, p. 79-81.

⁴⁰³ For the jussive force of the third future in Demotic, see Vleeming, *Ostraka Varia*, p. 132 bb and note 1A; Johnson, *Verbal System* (1976), p. 166-167 and table 22; W. Spiegelberg, *Demotische Grammatik* (1925), p. 78, § 167. For the rendition of Demotic formulae in Greek in general, see Quaegebeur, in: Boswinkel and Pestman (eds), *Textes grecs, démotiques et bilingues*, p. 251-255.

⁴⁰⁴ Seidl, *Eid*, p. 3. However, the term ‘Eidesprogramm’ corresponds best with type A ostraca of our classification (see above, § 3.1.3).

Spiegelberg in 1925 in preference of the translation ‘*Abschrift*’, i.e. ‘*copy*’, previously used, also by Spiegelberg himself.⁴⁰⁵ Spiegelberg’s suggestion was subsequently followed by Kaplony-Heckel and by other scholars.⁴⁰⁶ Some recent publications dealing with temple oaths drawn up on ostraca, however, still use the translation ‘*copy*’, creating not only a terminology problem, but as a consequence also an interpretation problem of both the oaths and their underlying procedure.⁴⁰⁷ A copy presupposes that there was an original.⁴⁰⁸ It seems necessary therefore to briefly recapitulate the discussion.⁴⁰⁹

The translation of *h.t n p3 ɛnh* as ‘*copy of the oath*’ was proposed, among others, by Revillout when only a few Demotic and Greek oaths were available.⁴¹⁰ It implied that the Demotic oaths were considered copies of a Greek original (the Greek oaths indeed begin directly with the term ὄρκος ‘*oath*’). The copies would have been made for the parties concerned, while the original was intended for the authorities. The corpus of the Demotic temple oaths presently available (almost nine hundred, see note 396) in comparison with the Greek oaths (of which there are six) contradicts this suggestion, even without anticipating the conclusions here about the temple oath formulae and the discussion concerning the procedure leading to a temple oath. These two topics will be dealt further below.⁴¹¹

Another interpretation of *h.t* as ‘*copy*’ by Sethe-Partsch suggested that the oaths beginning with the term *h.t* were drafts made by the person who initially wrote down the basic formula, and who eventually would leave out the word *h.t* in the definitive version.⁴¹² This suggestion was already rejected by Spiegelberg on the basis of O. Strasb. 137+268 (= O. Tempeleide 172 B) and P. Rylands 36 (= O. Tempeleide 172 A).⁴¹³ Both documents are examples of one and the same oath, surviving in two versions, namely on an ostrakon and on papyrus.⁴¹⁴ As both ostrakon and papyrus begin with *h.t n p3 ɛnh*, and given the fact that the papyrus incorporates the definite oath of the oath-taker, the term *h.t*, evidently cannot be translated ‘*copy*’. In all fairness, however, it must be said that this is definitively true for the oaths written on ostraca (type A and B); for those on papyrus (type C), nevertheless, the translation of *h.t* as ‘*copy*’ may be considered as legitimate considering the fact that they were

⁴⁰⁵ W. Spiegelberg, *Demotica* I (1925).

⁴⁰⁶ Kaplony-Heckel, *Tempeleide* (1963), for instance oath nr 1, p. 32 (‘*Wortlaut des Eides*’) ff; Nur el-Din, *Ostraca Leiden*, for instance nr. 278, p. 222 (‘*text of the oath*’); Vleeming, *Ostraka Varia*, nr. 57, p. 131 (‘*wording of the oath*’); el-Aguizy, *BIFAO* 96 (1996), p. 3 (‘*text of the oath*’).

⁴⁰⁷ See for example Fazzini and Jasnow, *Enchoria* 16 (1988), oaths nr. 13, p. 36-37 and nr. 23, p. 44-46. See also Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 497-508; Scalf and Jay, in: Depauw and Broux (eds), *Acts Tenth Demotic Congress*, nr. 12 and 13, p. 257-258.

⁴⁰⁸ For a similar discussion but in another historical period (Ramesside ostraca from Deir el-Medina) on the same subject see Haring, *JESHO* 46 (2003), p. 265.

⁴⁰⁹ Topic already addressed by Seidl, *Eid*, p. 4-6, and idem, *Aegyptus* 32 (1952), p. 313-14.

⁴¹⁰ E. Revillout, *Chrestomathie Démotique* (1880), p. XLV: “copies ou ampliations”.

⁴¹¹ See § 4.2.1.

⁴¹² K. Sethe – J.A.A. Partsch, *Demotische Urkunden zum ägyptischen Bürgerrechtsrechte* (1920), p. 389-390.

⁴¹³ Spiegelberg, *Demotica* I (1925).

⁴¹⁴ About the format of types A and B ostraca and type C papyri, see § 3.1.3.

indeed copied from an ostrakon type A or B onto a papyrus due to long-term preservation reasons.⁴¹⁵

Finally, Seidl's latest suggestion that the translation 'copy' could be correct if we imagine that all the oaths are "aus einem ausführlicheren Urteil oder Vergleichsprotokoll abgeschrieben" must be rejected as being insufficient to justify a translation of *h.t* as 'copy'.⁴¹⁶ Despite the fact that there probably was a kind of template or matrix setting their format in general as Seidl suggests, and there definitely were templates of temple oaths for specific cases,⁴¹⁷ all temple oaths, or at least those drawn up on ostraca, either written in Demotic or Greek, are original texts with their own specific contents sharing that basic format. Moreover, Demotic oaths are certainly not a copy of a Greek original.

Actually, *per absurdum*, the same could be suggested for all kinds of categories of documents, especially the legal ones often sharing the same basic format, for which likewise a template providing the format for that category probably existed.⁴¹⁸ That does not mean, however, that these texts are all literal copies of one original, since they also have their own specific contents. Therefore, we will continue translating the term *h.t* as 'wording' or 'text' of the oath, a term already in use before the Ptolemaic Period and the Demotic material when it means the 'contents', literally 'body', of a certain text.⁴¹⁹

3.2.1.2 Particulars about the Parties: the Oath-Taker and his Opponent (Ib; Ie)

A temple oath was part of a normal procedure held between two parties, the oath-taker and his opponent (clause Ib and Ie in Table 1, respectively). Based on a study of the temple oath protocol, a fair amount of information can be collected about the parties of the oath: *personalia*, i.e. their names (and ethnicity), professions, and gender (male/female) will be dealt with first, followed by number (one or more oath-takers and opponents) and legal status (defendant/plaintiff/witness).

Personalia

Names (and ethnicity): In both the Demotic and Greek oaths the oath-taker and his opponent are usually indicated by name and patronymic.⁴²⁰ In a few cases the mother's name is given instead, the alias name of the oath-taker is actually only given once.⁴²¹

⁴¹⁵ Thus the translation of *h.t* as 'copy' in the introductory formula of P. Erbstreit dossier 19 must be considered as being correct, for which see Vandorpe and Vleeming, *Erbstreit Papyri*, p. 160.

⁴¹⁶ Seidl, *Aegyptus* 32 (1952), p. 313-314.

⁴¹⁷ In fact the so-called Legal Code of Hermopolis (= P. Mattha) provides templates for oaths in specific legal cases, many of which were indeed temple oaths: see Chapter 4, Appendix 2 (§ 4.5.2).

⁴¹⁸ For model contracts of a marriage and exchange, see C. J. Martin, in: F. Haikal (ed.), *Mélanges offerts à Ola el-Aguizy* (2015), p. 277-302.

⁴¹⁹ See for instance *Wb* III, 358.15.

⁴²⁰ However, there are some texts without any indication of the patronymic. In most of them the patronymic of both parties is lacking: see for example O. Tempeleide 6, 11, 21 (?), 84, 106, 108, 112, 132, 171, 173, 183, 194, 210, 215, O. FuB 10, p. 139, nr. 3; p. 160, nr. 21; p. 164, nr. 25; p. 168, nr. 29; O. Tait Bodl. 273 and 275. The patronymic of the second party is also frequently lacking: O. Tempeleide 42, 49, 88, 99, 122 (?), 140, 154,

The vast majority of the parties in Demotic oaths bear Egyptian names, as those in Greek oaths bear Greek names. However, there is an occasional deviation from this rule: in the Demotic O. Tempeleide 31, for instance, the parties have Greek names: Herakleides, son of Ariston and (his brother?) Noumenios, son of Ariston. In O. Tempeleide 67 the oath-taker has a Greek name, but an Egyptian patronymic: Philippos, son of Onnophris. Since in Late Ptolemaic Egypt one cannot solely rely on the name of a person to determine his nationality anymore, we cannot establish with any certainty that these persons were Greek.⁴²² Though, if indeed they were, it could be possible that they knew Egyptian, and for some reason opted for an Egyptian procedure to solve their legal dispute.⁴²³

The parties involved in the dispute displayed in the Greek dossier P. Grenf. I 11, on the other hand, have Egyptian names, i.e. Panas and Thotortaios, two Egyptian neighbours litigating about a plot of land. P. Grenf. I 11, however, does not record the text of the oath taken by Panas, but provides (a copy of) a dossier of documents dealing with the dispute, and thus only mentions the oath indirectly. Since these documents are meant for the Greek authorities they are written in Greek; it is unknown whether the oath was taken in Egyptian or Greek.⁴²⁴

Professions: Normally the profession of the parties is not indicated, unless it is relevant to the case. For instance, in O. Turin S. 12880 + S. 12698 the defendant is identified by name and profession, i.e. builder (Demotic: *p3 kt*), a detail which is significant in a dispute about a specific object called ‘builder-stone’ (Demotic: *p3 in-kt*). In O. Turin S. 14350 + S. 14351 the names of the plaintiff are given followed by their occupation, i.e. farmers of the granary (Demotic: *n3 wj^c.w n t3 šmj^m.t*). This is a complaint about the farmers receiving their rightful share of grain and other crops.⁴²⁵ In O. Tempeleide 38 and 39 the plaintiff is ‘the lector priest of Thebes’, which is relevant to the case since he claims that some disputed slaves belong to his priestly association.

168, 180, 193, 195, 206, O. FuB 10, p. 142 nr. 6; p. 154, nr. 15. While the patronymic of the oath-taker is only occasionally unreported: O. Tempeleide 17, 98, 115, 124, 125, 169, 188, 205, O. FuB 10, p. 157, nr. 18 (?); O. Tait Bodl. 276.

⁴²¹ O. Tempeleide 14 (?), 18, 199 and O. FuB 10, nr. 10, p. 146 (mother’s name); O. Tempeleide 223 (alias).

⁴²² See for instance Manning, *Last Pharaohs*, p. 178 and Clarysse, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 1-19.

⁴²³ According to P. Tebt. I 5 (= C. Ord. Ptol. 53), a royal decree from 118 B.C. dealing with the competence of different courts of justice, the language of documents determines the applicable law in case of disputes. See Pestman, *New Primer*, p. 85-86 and note 652.

⁴²⁴ For more on P. Grenf. I 11, see Chapter 4, Appendix 1 (§ 4.5.1). On the legal procedure underlying the swearing of temple oaths in general, see likewise Chapter 4, *passim*.

⁴²⁵ O. Turin S. 12880 + S. 12698 is translated in Chapter 5, text 6, p. 264-265. O. Turin S. 14350 + S. 14351 will be published by the present author in the series of the ‘*Studies of the Turin Egyptian Museum*’ in 2019. For more oaths providing either the parties’ name and title or only a title or a group designation, see O. Tempeleide 24 (title mentioned in the wording of the oath), 27, 102, 165 (?), 175 (?), 216, 222, O. Bodl. Libr. 479 (unpub.); O. Strasb. 349 (unpub.), 675 (unpub.), 1329 (unpub.). See also Kaplony-Heckel, *Tempeleide*, p. 18, note 1.

Gender (Male/Female): Both genders, male or female, could take a temple oath. Although not as often as men, women appear regularly in temple oaths (about 30% of the surviving oaths), and not only as oath-takers, but also as plaintiffs, witnesses and oath-helpers in disputes regarding various matters, ranging from money to houses (see below). Moreover, Egyptian women could represent themselves, i.e. act autonomously, meaning without the assistance of a male guardian (in Greek: κύριος), other than Greek female contestants. This is not surprising, because women in ancient Egypt had the same legal rights and obligations as men (they could inherit, own, manage and dispose of private property), at least within the same social class,⁴²⁶ unlike the position of women in most other ancient societies, including the Greek.⁴²⁷

Demotic documents from the Ptolemaic Period show that women indeed were free to make any agreement they wished, and apparently, based on the amount of temple oaths in which they were involved, any disagreement as well.⁴²⁸ The evidence gleaned from the temple oaths confirms that women are often involved in disputes arising from various economic transactions and legal activities.⁴²⁹ These included loans in kind and money,⁴³⁰ sales of movables and immobilia,⁴³¹ inheritance related issues⁴³² and marriage settlements,⁴³³ and frequently disputes with their former husbands arising from divorce.⁴³⁴ It also confirms that in a legal context women, indeed, acted on their own and in their own right. Yet, a male trustee seems often mentioned in the same oaths in which women acted as oath-takers, along with the ‘assertion of truthfulness’ (clause III). However, the trustee (clause VI) was not a legal guardian (he also occurs in oaths sworn by men, although less often), but rather a third party,

⁴²⁶ Apparently, social position in ancient Egypt was more based on social rank, and legal distinctions on differences in the social classes, rather than on gender. On this matter, see Bagnall, *Egypt in Late Antiquity*, p. 99: “family, wealth and social status: these were as ever the main determinants of a woman’s position, all more important than sex”.

⁴²⁷ In ancient Greek civilization women did not hold the same civil and legal rights as men; moreover, they had to be represented by a male guardian in exercising their economic and legal activities. Ironically thus, in Ptolemaic Egypt, the social position of the Greek women falling under Greek law, although belonging to the ruler class, was less privileged than that of the Egyptian women, living in the same society, but operating under the Egyptian legal system (i.e. conducting business and undertaking legal transactions independently). On legal pluralism in Ptolemaic Egypt, see Chapter 4, p. 181 and note 646.

⁴²⁸ For more on the position of women in ancient Egypt, see for instance G. Robins, *Women in Ancient Egypt* (1993), *passim*; more specifically on women in the Ptolemaic Period, see Bagnall, *Egypt in Late Antiquity*, p. 92-99; Rowlandson (ed.), *Women and Society* (1998); Johnson, in: Clarysse, Schoors, Willems (eds), *Studies Quaegebeur*, p. 1393-1421; A.A. O’Brien, *Private Tradition, Public State: Women in Demotic Business and Administrative Texts from Ptolemaic and Roman Thebes* (PhD Dissertation, 1999) and idem, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 273-281, amongst others.

⁴²⁹ For an overview of the subject matters of disputes, see § 3.2.2.2 and Appendix 1a, p. 159-165.

⁴³⁰ E.g. O. Tempeleide 61, 67, 71, 73, 76, 80, 146, 152, 154 etc.

⁴³¹ E.g. O. Tempeleide 44 and 168.

⁴³² E.g. O. Tempeleide 28, 33, 37 etc.

⁴³³ E.g. O. Tempeleide 1-22; O. FuB 10, p. 179, nr. 31 and p. 172, nr. 32; O. Turin G. 5 and S. 12702 + S.

12828.

⁴³⁴ Again: O. Tempeleide 1-22. For more on this matter, see Excursus I, p. 129-132.

acting as a witness, reading the oath text aloud for illiterate oath-takers, mostly women, who simply confirmed afterwards that the oath was truthful.⁴³⁵

Sometimes, both men and women swore an oath on behalf of their children (daughters and sons).⁴³⁶ This could be an indication that these children were still minors, i.e. younger than fourteen (which in Ptolemaic Egypt seems to be the official age of adulthood),⁴³⁷ and hence unable to act in a legal context. Thus their parents took over responsibility for their legal acts, including the swearing of oaths. In one particular case a mother swears the oath on behalf of her deceased daughter in a dispute about alleged debts and the restitution of a dowry.⁴³⁸

Number: one party or several parties

Decisory oaths: The oath-taker (A) is usually a single person. In the few cases, in which the oath was simultaneously taken by several people ($A^1 + A^2 + A^3$, etc.), their names are either written on the same ostrakon or each individual name on separate ostraca with the same oath-text. These two ways of recording the oath seems to reflect two types of scenarios with regard to the position and liability of the oath-takers, as will be illustrated below.

1. Names of the oath-takers on one and the same ostrakon:

$$A^1 + A^2 + A^3, \text{ etc.}$$

If the names of the oath-takers A^1 , A^2 , A^3 , etc., are written together on the same ostrakon, they were all held responsible for the same failure of performance (e.g. repayment of a debt or breach of contract), or committing the same offence (e.g. stealing or beating), probably together. Not surprisingly, they are often relatives or associates.⁴³⁹ The following example is about two brothers accused by a third man of failing to comply with an agreement about wine:

⁴³⁵ In calculations of literacy levels, scholars usually estimate between 1% and 5% of the population in ancient Egypt as literate. For more on this subject, see Baines, *Man* 18 (1983), p. 572-599; Baines and Eyre, *GM* 61 (1983), p. 65-96 (revised in Baines, *Visual and Written Culture*).

⁴³⁶ O. Tempeleide 181 and 199: a father and a mother respectively swear an oath on behalf of their sons that the latter did not steal a given object; O. Tempeleide 211: the parents of a physically injured boy accuse a man of beating their son. On these oaths, see also Lippert, in: Barta et al. (eds), *Lebend(ig)e Rechtsgeschichte* (forthcoming). I am most grateful to S. Lippert for allowing me to read her unpublished article about the role of oaths in the law of the Late and Graeco-Roman Period.

⁴³⁷ Clarysse and Thompson, *Counting the People*, vol. II, p. 42.

⁴³⁸ O. Tempeleide 23.

⁴³⁹ The oath-takers are usually relatives identified by name and patronymic or by their relationship (or both): O. Tempeleide 97, 212; O. FuB 10, p. 163, nr. 24; O. Leiden 288 (?); O. Enchoria 21, p. 41, nr. 41; O. P. L. Bat. 26, 57 ($A^1 + A^2$, i.e. two brothers); O. Tempeleide 45 ($A^1 + A^2 + A^3$, i.e. two brothers and one other person: the son of one of them?); O. ZÄS 109, p. 122 ($A^1 + A^2$, i.e. man and wife); O. Tempeleide 72 ($A^1 + A^2$, i.e. niece and uncle); O. Tempeleide 182 ($A^1 + A^2$, i.e. father and daughter); O. Tempeleide 196 ($A^1 + A^2$, i.e. son and mother); O. Turin S. 12778 + S. 12875 ($A^1 + A^2 + A^3 + A^4$, i.e. mother and three sons); O. Tempeleide 102 (?) (A^1 and his people: *irm nj=f'ij.w*: see Seidl, *Aegyptus* 32 (1952), p. 321). They can also be colleagues or associates like the farmers of the granary mentioned earlier (see p. 110 and note 425).

O. Enchoria 21, p. 41, nr. 41 (oath-takers: two brothers)

Wording of the oath (IIa+b): “*As Sobek lives, who rests here and each god who rests here with him! As to the wine about which you have litigated with us: I⁴⁴⁰ have not established to give it to you in your field*”.

The consequences of taking or not taking the oath are the same for both brothers, as attested by the use of the plural in the following clause:

Consequences of the oath (IV): *If they take the oath which is written above, they will be left alone.
If they refuse to take the oath, they will pay (for) the wine that is written above today.*

Both brothers will be discharged from any contractual obligation by swearing the oath; if they decline to do so, they will both be held responsible for paying for the wine.

2. Names of the oath-takers on different ostraca:

A ¹	A ²

If, on the contrary, several people (usually A¹ and A²) have to take the same oath at the same place and time, but have their names written on separate ostraca (each containing the same oath-text), then they are presumably each suspected individually of some wrongdoing. Both probably had the chance and the opportunity to commit the offence and are therefore a suspect, but only one is the real culprit, namely the one who will decline to take the oath.

An example is O. Tempeleide 117 A, B: some plants have disappeared from the garden of a woman after the death of her husband. She suspects two men (maybe two of her neighbours?), who may have uprooted her plants or let their cows eat them. To determine who the culprit is, she seemingly requires that each of them take the same purgatory oath, separately. Unfortunately, we do not know how this dispute ended.⁴⁴¹ The two identical oaths read as follows:

O. Tempeleide 117 A (by Paikos, son of Kensthotes)

Wording of the oath (IIb): “*Since T’otoes, son of T’otoes, your husband, has gone, I did not pull out any castor-oil (plant) from your castor-oil (plant). I did not see anybody else do it. Nor did one of my cows eat them*”.

⁴⁴⁰ Provided that the singular pronoun “I” is not a scribe’s mistake (instead of “we”), each brother probably pronounced this sentence separately (or just confirmed it by saying the assertion of truthfulness, see § 3.3.1). In contrast, the wording of a Greek temple oath, O. Wilcken 1150, seems to be uttered simultaneously by two brothers suspected of being responsible for inflicting an injury upon the plaintiff, as it is formulated in the first person plural: ‘*The wound that you have sustained, we have not inflicted it on you, nor do we know who has inflicted it on you*’. For more on this text, see Chapter 5, text 20, p. 293-294.

⁴⁴¹ As is often the case with the oaths of type A. For this, see § 4.2.3.4

O. Tempeleide 117 B (by Miusis, son of *P3-dj- ...*)

Wording of the oath (IIb): “Since *Totoes*, son of *Totoes*, your husband, has gone, I did not pull out any castor-oil (plant) from your castor-oil (plant). I did not see anybody else do it. Nor did one of my cows eat them”.

In some cases, relatives of the oath-taker are involved in the oral enactment of the oath, but in a different way from the cases discussed above. In this case, they have to vouch for the truthfulness of the oath and the credibility of the defendant, by declaring: “*this is a truthful oath*”. Thus they can be considered as oath-helpers, i.e. takers of a subsidiary oath (clause IVaa), which will be discussed below (§ 3.2.3.2).

Promissory oaths: Promissory oaths, too, can be taken by a single person (A) or by several persons ($A^1 + A^2 + A^3$, etc.). In the latter case the parties usually have their names written on the same ostrakon and they take the same oath to guarantee the proper fulfilment of their duties, for example that they will serve their employer or associate well and will not deceive him.⁴⁴² A representative example reads as follows:

O. Tempeleide 216 (taken by six persons)⁴⁴³

Wording of the oath (IIb): “We will be with you for these five years, about which you have made a contract with us, we will not [...]; we will not make another man agent except you for these five years. We are in your good contract, we are in the good contract of the temple of Hathor.⁴⁴⁴ As to the contestant who will come to the place of Hathor, we will be with you against him in every way”.

Furthermore, for both the decisory and promissory oaths, the opponent (D) could either be a single person or a group. In fact, oaths with several persons acting as a collective second party occur even more frequently than oaths with two or more oath-takers.⁴⁴⁵

⁴⁴² O. Tempeleide 216, 217, 219; O. FuB 10, p. 146, nr. 10. On these oaths, see Kaplony-Heckel, *FuB* 10 (1968), p. 148 (‘oaths of allegiance’). See also the ‘oath of office’ in the Ptolemaic Period, p. 87-88.

⁴⁴³ Passages of this oath, related to a lease contract of some boxes in the temple of Hathor, have already been dealt with in Chapter 2, ex. 53, p. 86.

⁴⁴⁴ As already mentioned (see above, p. 105 and Chapter 2, p. 88), most temple oaths are decisory rather than promissory, and most promissory oaths are royal rather than temple oaths. The use of a temple oath in this case may be due to the fact that the promise concerns duties of six priests of the temple of Hathor resulting from the lease of some chests of charity in the temple (and the village). For a similar case, see Muhs, *Enchoria* 30 (2006/2007), p. 60-62, nr. 5.

⁴⁴⁵ The second parties are usually also relatives. In some oaths all names are recorded, along with their patronymic or the mention of their relationship: O. Tempeleide 15, 184 ($D^1 + D^2$, i.e. two brothers), 36 ($D^1 + D^2 + D^3$, i.e. two brothers and another undefined person), 22, 33, 35, 65 ($D^1 + D^2$, i.e. brother and sister), 44 = O. Leiden 284 ($D^1 + D^2$, i.e. man and wife); 46, 71 (?) ($D^1 + D^2$, i.e. mother and son). In some other oaths, only the family ties are given after the first person mentioned by name: O. Tempeleide 78 (D^1 and his brothers), 167 (D^1 and his son), 208 (D^1 [and] her daughter), 209 (D^1 and his brothers), 211 (D^1 and his wife), O. Tempeleide 83, 125 (D^1 and his people). Otherwise the relationship between the persons acting as the second party in the oath is not specified: O. Leiden 297; O. Tempeleide 24 (?), 32, 41, 59, 67, 89, 105, 112, 152, 188, 206, 215.

Legal status of the parties

Decisory oaths: These oaths can be taken either by the defendant, the plaintiff or a witness. Most decisory oaths (about 90%), however, are taken by the accused, i.e. the defendant in a dispute (for details see below, p. 135 and 141). The defendant had to declare that he or she had already fulfilled certain obligations towards the plaintiff or that he or she was innocent of an alleged wrongdoing. If the defendant took the oath, the plaintiff had to withdraw his or her charges. The burden of proof therefore rested with the plaintiff: if he or she wanted to be proved right in his accusation without proper verifiable evidence there was no other choice but to demand an oath from the defendant.⁴⁴⁶ If the latter was guilty, the prospect of committing perjury and liability to subsequent divine punishment should deter him or her from taking the oath.

Temple oaths by the plaintiff occur far less frequently (about 7% of the preserved temple oaths; for details see below, p. 137 and 144). For a plaintiff to be allowed to swear, he should meet a certain ‘threshold of credibility’. An interesting example is O. Turin G. 5 recording an oath taken by a woman, Tagombes, in a dispute with her former husband Esthladas, son of the well-known Dryton.⁴⁴⁷ They are divorced and, according to their marriage settlement, he has to return the goods that Tagombes had brought with her into the marriage, or their equivalent in money.

Upon divorce, the property rights enforced by Tagombes were contested. In other similar disputes it is usually the wife who has to defend herself, swearing that she did not commit adultery and she did not steal anything from her husband (on this matter, see Excursus I below). In the Turin text, however, the wife acts as the plaintiff: Tagombes claims to have received less than she was entitled to; she is allowed to swear an oath about this: if she does, she will win and receive these goods back from Esthladas, or their counter-value. If she does not swear, she will have to drop all claims.

Finally, a witness could also be required to take a temple oath (about 3% of all temple oaths). In some cases the dispute could even be settled by this oath alone;⁴⁴⁸ in other cases, the defendant would be required to swear an oath as well. An example of this is O. Tempeleide 162 A and O. Tempeleide 162 B, taken by the witness and the defendant, respectively, on the same date, at the same place and for the benefit of the same plaintiff:

⁴⁴⁶ Should a plaintiff be easily permitted to swear, this would have opened the door to vexatious litigants and hardy souls abusing the system – most obviously where the oath was decisory (the stakes being so high either way, perjury could also bring instant and irrevocable benefits for a plaintiff). So, to guard the oath from becoming a tool in the hand of vexatious litigants without the need to adduce evidence, a presumption was that the plaintiff would not ordinarily be permitted to swear. Apparently, this customary practice was widespread and crossed regional boundaries in the Ancient Near East, as demonstrated for instance by the Mesopotamian evidence from the second millennium, about which see for instance R. Westbrook, *Journal of Cuneiform Studies* 55 (2003), p. 87-97.

⁴⁴⁷ On this text, see also below, p. 129 and 137. For the translation, see Chapter 5, text 1, p. 253-254.

⁴⁴⁸ O. Tempeleide 182 (?), 211.

O. Tempeleide 162 A (by the witness)⁴⁴⁹

Wording of the oath (IIb): “As to these 15 talents, about which you (i.e. the plaintiff) have litigated with Komoapis, my eye has not noted that some of them have reached Komoapis”.

O. Tempeleide 162 B (by the defendant Komoapis)

Wording of the oath (IIb): “As to these 15 talents, about which you have litigated with me, [none] of them has reached [me]”.

Promissory oaths: In the case of promissory oaths we cannot use terms such as defendant or plaintiff for defining the legal status of the oath-taker as they are restricted to outside such litigation procedures. In fact, as we have seen (p. 114), the oath-takers of promissory oaths are either parties in a contractual context, e.g. guaranteeing the fulfilment of a contractual obligation, or employees and associates solemnly promising their superior or companions their good services, loyalty and honesty.⁴⁵⁰

3.2.1.3 The Place of Oath-Taking (Ic)

One of the standard protocol components is the mention of the place where the oath must be taken (Ic). Some texts provide more specific information (for example: ‘at the temple of Khonsu-in-Thebes-Neferhotep’) than others (for example: a mere ‘before Khonsu’). It is clear, however, that in most cases the oath must be taken in the temple area of a specific (usually local) god. Moreover, there is a direct relationship between the place of the oath-taking (Ic) and the invocation formula of the oath (IIa, for which see § 3.2.2.1): the god at whose temple the oath must be sworn is the same as the god invoked by the oath-taker as mentioned in the invocation formula.⁴⁵¹ Therefore, it is usually the combined information of both clauses (Ic + IIa) that allows us to identify the temple where the oath must be taken.

The Demotic oaths record the following places of oath-taking, arranged in order of decreasing frequency: *n pr* (literally: ‘at the house’, i.e. ‘at the temple’,⁴⁵² *n ḥw.t-nṯr* (‘at the temple’),⁴⁵³ *n r3* (‘at the gate’), *n r3 n pr* (‘at the gate of the temple’), *n ḥfjḥ* (‘on the dromos’), *m-b3ḥ* (‘before’), *n inh* (‘in the courtyard’), *n m3^c* (‘in the place’), *n s.t* (‘at the site?’), all followed

⁴⁴⁹ Unfortunately, the name of the witness is illegible. For suggestions see Kaplony-Heckel, *Tempeleide*, p. 271, note 2.

⁴⁵⁰ See respectively O. Tempeleide 218-223 and O. Tempeleide 216-217; O. Enchoria 30, p. 60, nr. 5. On both groups of texts, see Chapter 2, p. 88.

⁴⁵¹ See Appendices 2a-e, p. 166-169 and Devauchelle, *RdÉ* 48 (1997), p. 261.

⁴⁵² In the oath context we translate *pr* as ‘temple’. For the translation of the word *pr* as ‘domain’ or ‘estate’, especially in an economic context, see Haring, in: Moreno Garcia (ed.), *Ancient Egyptian Administration*, p. 613-614 and idem, *Divine Households: Administrative and Economic Aspects of the New Kingdom Royal Memorial Temples in Western Thebes* (1997), p. 30-34.

⁴⁵³ The translation ‘at the temple’ is preferred to ‘in the temple’ because the oaths were not taken inside the temple itself, but in the temple forecourts or precinct, i.e. the area comprising the temple gate and the *dromos* leading to it, where so many legal and economic activities took place. For this, see also note 636, p. 178.

by the name of either a specific god or a specific place.⁴⁵⁴ In the Greek oaths, the place for taking the oath is indicated with the Greek name of the Egyptian temple.⁴⁵⁵ ἐπὶ τοῦ Ἡρακλείου, ἐπὶ τοῦ Χεσεβαίου or ἐπὶ τοῦ Κρονείου, respectively ‘at the *Herakleion*’, i.e. the temple of Khonsu/Herakles; ‘at the *Kesebaieon*’, i.e. the temple of Khonsu/Herakles; and ‘at the *Kroneion*’, i.e. the temple of Geb/Kronos.⁴⁵⁶

The information provided by either the place of oath-taking or the invocation formula is sometimes enough to determine the temple where the oath must have been taken. This is especially true when a specific name or epithet of a certain temple or god is mentioned. For example many oaths in the name of Khonsu are sworn *n pr Hnsw-m-Ws.t* ‘at the temple of *Khonsu-in-Thebes*’, *n pr Hnsw-m-Ws.t-Nfr-htp* ‘at the temple of *Khonsu-in-Thebes-Neferhotep*’ or *n pr Hnsw-nb-ḥ* ‘at the temple of *Khonsu-Lord-of-the-length-of-life*’. Previous studies have shown that all three epithets refer to the temple of Khonsu in Karnak.⁴⁵⁷ Therefore, we may conclude that the oath was taken at the temple of Khonsu in Karnak, even if the invocation formula only mentions the name of the god, without any specification, or is missing due to a lacuna. The same applies to the invocation formula: if only one of these three epithets of Khonsu is mentioned, we know that the oath had to be taken at his temple in Karnak, even if the place of oath-taking is not further specified or missing.

Temple inscriptions or juridical texts about a particular place for giving justice at a temple may in some cases help to narrow down the place of oath-taking to a specific site or spot in the temple area. This is possible for example in the case of temple oaths taken in the name of Khonsu in his temple at Karnak. Although these oaths usually do not specify the exact spot where they had to be sworn, we know that this was often the gate (*r3*) of the temple.⁴⁵⁸ In the Ptolemaic Period some of these temple gates are known as *Rwt-djt-M3.t* ‘*Gate-of-giving-justice*’.⁴⁵⁹ Texts and images appearing on them often have the apotropaic power to avert evil influences, as they emphasize the role of the resident god as judge and maintainer of *Ma‘at*, the truth, and recall that his revenge would fall upon liars and those committing perjury. An example of such a ‘*Gate-of-giving-justice*’ is that of Ptolemy III Evergetes of the Khonsu temple at Karnak. On its walls, Khonsu is represented as ‘judge’ while the inscriptions describe him as ‘*the one who determines the destiny*, whose *b3w* (i.e. his

⁴⁵⁴ For details on temples and gods designated for the taking of oaths, see Appendices 2a-e, p. 166-169.

⁴⁵⁵ See Quaegebeur, *OLP* 6/7 (1975/76), especially p. 464-470.

⁴⁵⁶ As attested respectively in: O. Tait Bodl. 273 and O. Wilcken 1150; Wilcken Chrest. 110 A; O. Tait Bodl. 274.

⁴⁵⁷ See among others Quaegebeur, *OLP* 6/7 (1975/76), especially p. 464-470 and idem, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 204 and 215.

⁴⁵⁸ The functions and role of the temple gate and its texts are stressed by Traunecker, *Coptos*, p. 366: “les exhortations à la crainte divine sont presque toujours gravées sur des soubassements de porte”; and *ibidem*: “tous doivent craindre la terrible poussance divine qui reside dans le temple au déla de la porte”.

⁴⁵⁹ On this topic see Daumas, *BIFAO* 50 (1952), p. 149-152; Sauneron, *BIFAO* 54 (1954), p. 117-127; Van den Boorn, *JNES* 44 (1985), p. 1-25; Allam, *JEA* 77 (1991), p. 109-127; Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 201-220.

punitive power) *takes possession of the one who says falsehood on the dromos*’ of his temple.⁴⁶⁰ In other words, this would be the perfect place to invoke the god Khonsu as guarantor of the truth by swearing oaths under his tutelage. A temple gate also offered the benefit of shade, which is a practical aspect not to be underestimated.

Unfortunately, even the combined information provided by the oaths about the place of oath-taking and the invocation formula is sometimes insufficient to determine without doubt in which temple and, more specifically, in which part of the temple area the oath was taken. This is for instance the case of the *vexata quaestio* concerning the oaths said to be sworn *n p3 r3 (n pr) Dm3 n pr Mnt nb Mntw* ‘at the gate (of the temple) of Djeme in the temple of Montu-Lord-of-Medamud’, mostly in the name of *p3 k3 Mtn* ‘the Bull-of-Medamud’. Scholars such as Nims, Pestman, Kaplony-Heckel, Vleeming and Vandorpe⁴⁶¹ claim that these oaths were taken in Djeme, i.e. Medinet Habu, at a small chapel at the southern side of the Eastern High Gate of the Medinet Habu temple, despite the fact that this temple area is not known as ‘the temple of Montu-Lord-of-Medamud’ nor has a Montu temple ever been located there. However, more recently Devauchelle has convincingly demonstrated that these oaths were actually taken in Medamud itself, approximately 5 km away on the east bank, where there was a gate of Djeme belonging to the temple of Montu-Lord-of-Medamud.⁴⁶²

Finally, several texts mention neither the place of oath-taking nor the invocation formula, usually due to lacunae or illegible passages or lapses by the scribe. In that case the specific temple designated for the oath-taking remains unknown. It is sometimes possible, however, to determine in which area the oath was probably sworn (for example Thebes or Pathyris) based on local formulae or variants (for instance: clause III, the assertion of truthfulness, and clause VI, the trustee, are a distinctive feature of Theban oaths; while clause VII, the postscript, is characteristic of Pathyris), as well as on onomastic evidence, since specific names only occur in a certain place. The find-spots of ostraca can also contribute to pinpoint the likely place of oath-taking. However, it must be said that the latter is very rarely recorded and even when it is, it does not have to correspond to the place where the oaths were sworn.⁴⁶³

⁴⁶⁰ On this subject, see also Chapter 1, p. 6.

⁴⁶¹ See F. Nims, in: *The Eastern High Gate, Medinet Habu VIII* (1970), p. xii and pl. 660; Pestman, *Survey*, p. 177-178, note a; Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore* (1994), p. 148-151; Vleeming, *Ostraka Varia*, p. 132 and note 3 to 5; Vandorpe, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 226.

⁴⁶² For more details on these arguments, see Chapter 4, p. 201 and Devauchelle, *RdÉ* 48 (1997), p. 260-262. Cf. also Sambin, *BIFAO* 92 (1992), p. 147-187 and idem, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 163-166. See also *Demotische Berichtigungsliste* (2005), Appendices, p. 822, § 33: “Accordingly, ‘the Gate of Jeme’, which is in the temple of Montu, Lord of Medamud: a location where a fair amount of temple oaths were taken, was not to be found in Jeme, but in Medamud”.

⁴⁶³ As demonstrated by oaths found in Pathyris but sworn in Krokodilopolis or oaths found in Medinet Habu but sworn in Medamud. For more on the find-spots of oaths, see § 4.2.4.3.

Which gods and which temples occur in the oaths?

The following is a brief overview of gods and temples regularly involved in oaths, clustered according to the town or village where they were located (for details see Appendix 2, tables a-e):

Thebes (east bank): Amun (the *inh* ‘courtyard’ of the Luxor temple), Montu (the Montu temple in Karnak) and Khonsu (the Khonsu temple in Karnak, called Kesebaieon or Herakleion in the Greek oaths, where Khonsu is identified with Herakles). Khonsu also appears in the oaths as Khonsu-Neferhotep and Khonsu-Lord-of-the-length-of-life.

Thebes (west bank): Amun and Djeme, both invoked at the temple of Djeme in Medinet Habu. Amun also occurs in these oaths as Amun-of-the-Ogdoad.⁴⁶⁴

Medamud: Montu is invoked as the Bull-of-Medamud or Bull-Lord-of-Medamud at his own temple; the oaths are taken at the gate (of the temple) of Djeme in the temple of Montu (see note 462).

Koptos: Kronos (Egyptian: Geb) at his temple the Kroneion according to one Greek temple oath (O. Tait Bodl. 274). As demonstrated by Traunecker, this oath was most likely taken at the southern gate of the *temenos*, which is also known as a ‘Gate-of-giving-justice’.⁴⁶⁵ Presently, no Demotic temple oaths from Koptos are known.

Dendera: There are only a few temple oaths sworn in Dendera.⁴⁶⁶ The god invoked in these oaths is Geb (Kronos in Greek); unfortunately, the place designated for the oath-taking is either lost in a lacuna or unclear.⁴⁶⁷

Pathyris and Krokodilopolis: In Pathyris this is Hathor at the homonymous temple and once in the name of Anubis. Sobek (Sobek in Greek) is involved in oaths in the neighbouring town Krokodilopolis, at his own ‘Temple-of-the-Pylon’. Once the Kroneion (the temple of Kronos/Geb) is mentioned for the swearing of a temple oath in Krokodilopolis.⁴⁶⁸

⁴⁶⁴ According to Uggetti, *RdÉ* 67 (2016), p. 157-177, esp. p. 166-177, the god Djeme was employed as an alternative to Amun-of-the-Ogdoad (note that in the oaths the god Djeme was invoked in the same places devoted to Amun-of-the-Ogdoad, i.e the forecourt and the temple of Djeme).

⁴⁶⁵ Traunecker, *Coptos*, p. 378.

⁴⁶⁶ These are: O. Tempeleide 208, based on internal evidence and also bought in Dendera; O. Brooklyn 121 and 122 based on internal evidence (?).

⁴⁶⁷ O. Tempeleide 208: *n p3 wb3 (?) n Iwnt in the forecourt (?) of Dendera*, based on Kaplony-Heckel, *Tempeleide*, p. 336-337 and note 2 and 3. On the photograph of the text *Iwnt* is difficult to see.

⁴⁶⁸ P. Grenf. I 11, for which see Chapter 4, Appendix 1 (§ 4.5.1).

3.2.1.4 The Date of Oath-Taking (Id)

The mention of the appointed date for taking the oath at the temple is a standard component of the protocol (Id): it usually occurs after the mention of the place of oath-taking (Ic) and it is followed by the name of the opponent (Ie), as outlined in table 1.⁴⁶⁹

Clause Id provides the year (without mentioning the royal name),⁴⁷⁰ the month and the day of the oath-taking, as illustrated by O. Tempeleide 1: *n ḥ3.t-sp 2 ibd 1 pr.t (sw) 14* ‘in year 2, first month of the pr.t season, day 14’ and in Greek by O. Bodl. 274: τῇ κα τοῦ Θωυθ τοῦ ιε (ἔτους) ‘on the 21st (day) of (the month) Thot of the 15th year’.

This is not the only occurrence of a date in the temple oath format. In fact, besides clause Id (date 1), the date of redaction of the oath (Vb), i.e. the date on which the oath has been drawn up onto an ostrakon (and at times onto papyrus as well), is reported in many oaths, especially those from Thebes (date 2). Moreover, the date on which the oath has actually been sworn at the temple can sometimes be included in the postscript (VIIc), especially in oaths from Pathyris (date 3).

Although the formulae for indicating these three dates are the same (namely: in year x, month y, day z), there is one significant difference between them. While the dates in clauses Vb (oath-writing) and VIIc (actual oath-taking) refer to a moment in the past as indicated by the past tense (‘has written in year x’ etc.), the date in clause Id (intended oath-taking) refers to the future, as indicated by the future tense used in the introductory formula (Ia) discussed above (‘*Wording of the oath which he will take in year x*’ etc.). This means, as already mentioned above (p. 107), that the pronouncement of the oath followed its redaction. The oaths that mention both dates, Id and Vb, show that the writing of the oath and the actual

⁴⁶⁹ This is the order of components that occurs most frequently; less frequently the date of oath-taking comes after the mention of the second party. In a few cases the scribe forgot to include the date of oath-taking in the protocol and inserted this date later in the text. This is attested in the documents four times after the consequences of the oath (IV): O. Tempeleide 41, 48, 63, 140; twice directly after the text of the oath (II): O. Tempeleide 3 and 45; and once after the date of the redaction of the oath (Vb): O. Tempeleide 203 (but the scribe did not mention the year since he had just written it in clause Vb). According to Kaplony-Heckel, *Tempeleide*, p. 109 and 136, O. Tempeleide 45 and 63 are drawn up by the same scribe who did not write the regnal year (which, however, can be deduced from the date of redaction of the oath (Vb) in O. Tempeleide 45). In O. Tempeleide 41 and 140 the regnal year is mentioned in the protocol, while the rest of the date is inserted later. I wonder whether the scribe in this case intentionally wrote the year first (which was already known) and then inserted the rest of the date later on, namely when an agreement was reached about the month and the day of the oath-taking.

⁴⁷⁰ A certain vagueness about the reigning king is characteristic of the Demotic oaths, which usually only list regnal years without a royal name. It has been argued, however, that these oaths probably date to the period from the reign of Ptolemy VI to Augustus. See Kaplony-Heckel, *Tempeleide*, p. 18-20 and Pestman, *RdÉ* 16 (1964), p. 218-219. A few exceptions are O. Tempeleide 27 and 98 (both oaths specify that they are to be sworn in year 31 of Caesar, i.e. Emperor Caesar Augustus); and O. Tempeleide 220. The latter begins with the date of oath-taking (year 23 of Pharaoh Ptolemaios, son of Ptolemaios), which is unusual, and it contains more deviations from the regular temple oath formula, for which see Kaplony-Heckel, *ibidem*, p. 356-358.

swearing, often took place on the same day,⁴⁷¹ although these two events could be also separated by several days.⁴⁷²

It cannot be established from the corpus of the temple oaths how and by whom the date for the pronouncement of the oath was determined. One can reasonably presume, however, that some practicalities, for instance the availability of the parties and of the officials at the designated temple, played a role in choosing a date.⁴⁷³ The distance to the temple in question may also have delayed the procedure for a few days. For instance, the oaths from Pathyris show that inhabitants often went to the temple of Sobek in Krokodilopolis to take an oath.⁴⁷⁴ Indeed, several of these oaths are taken a few days after they were drawn up. Unfortunately, in many cases it is not known whether the place for the writing of the oath was different from the one where the actual swearing took place, or not, and thus whether the parties had to travel to the actual place in the temple where the oath-text had to be spoken aloud.⁴⁷⁵

Finally, some oaths only mention the year and the month, but not the specific day on which the oath has to be taken⁴⁷⁶, while others do not mention any date at all.⁴⁷⁷ I wonder whether in these cases, the scribe simply forgot to do so, or if the oath was to be taken on the very same day it had been recorded.⁴⁷⁸

⁴⁷¹ E.g. O. Tempeleide 12, 22, 28 (?), 31, 52, 86A, 90, 97 etc.

⁴⁷² Oaths taken between 1 and 8 days after being written are: O. Tempeleide 17, 59, 62, 87, 98 (1 day); O. Tempeleide 34 (2 days); O. Tempeleide 70 (4? days); O. Tempeleide 19 (7 days), etc. In two exceptional cases, the oath was taken a few months after it was written: P. Erbstreit dossier 19 (ca. 2 months later) and O. Tempeleide 43 (3 months later?). See also Appendix 6a.

⁴⁷³ For the practicalities that may have influenced the choice of place and date of the oath-taking, see below § 4.2.3.1.

⁴⁷⁴ For more on oaths from Pathyris, see Chapter 4, p. 201-202. According to Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498-501, the contested income in O. Detroit 74249 was generated in Pathyris, but the oath itself was sworn in Thebes 5 days after the oath was recorded. However, as suggested in Chapter 2, p. 93, the reading *Pr-Ḥt-Ḥr* must be replaced by *Pr-Ipt-wrt*, a designation of the temple of Opet in Karnak, meaning that the contested income was generated in Thebes (and not in Pathyris).

⁴⁷⁵ The place designated for the taking of the oaths is usually mentioned in the protocol (see above, p. 116). Of only a few scribes of the oath, on the contrary, we know the name (see Appendix 5a), where they came from and where they operated, usually due to other known documents providing that information, or, more rarely, based on their handwriting. On the latter, see Appendix 5b.

⁴⁷⁶ O. Tempeleide 11, 16, 25.

⁴⁷⁷ O. Tempeleide 2, 37, 38, 44, 50, 56, 69, 73, 112, 114, 118, 120, 125, 128, 191, 213, 218.

⁴⁷⁸ Although among the oaths that do record both dates, i.e. that of the intended oath-taking (Id) and that of oath-writing (Vb), many also appear to be written and sworn on the same day.

3.2.2 The Wording of the Oath (clause II: a, b)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival Notes (a, b)

The wording of the oath (II) belongs to the oral part of the oath formulae (see Table 1, p. 102). It is the verbatim quotation of the oath, i.e. the words that the oath-taker has to speak aloud at the temple when the time for swearing his oath has come about. This is the performative part of the procedure (see § 4.2.3).

It always follows the protocol (I), and consists of two regular components, the invocation formula (IIa) and the subject matter of the oath (IIb), i.e. what the dispute is about. In the case of decisory oaths the wording of the oath is usually followed by the clause stating the consequences for taking or refusing to take the oath (IV), and together these form the main source of information for reconstructing a legal case.

3.2.2.1 The Invocation Formula (IIa)

The standard invocation formula of Demotic temple oaths and its Greek counterparts read as follows:

Demotic oaths: *ḥtp C ntj ḥtp dj irm ntr nb ntj ḥtp (dj) irm=f*
 “As (god) C *lives, who rests here and each god who rests (here) with him*”.

Greek oaths: *Νῆ τὸν C καὶ τοὺς συννάους θεοῦς*
 “By (god) C *and the gods who live together with him*”.

The Demotic verb *ḥtp* can be translated as ‘rest’ or ‘reside’, both referring to the ancillary gods who are also worshipped in the same temple, along with the main deity mentioned specifically by name and invoked first by the oath-taker.⁴⁷⁹ Its Greek correspondent is the verb συννάω ‘live’ or ‘dwell with’ (lit. ‘share the temple’).

As interestingly pointed out by Ritner,⁴⁸⁰ the standard oath’s invocation formula appears to have survived in literal Greek translation within the magical text ‘Curse of Artemisia’, one of the earliest Greek papyri from Egypt.⁴⁸¹ In this text the term *ḥtp* used in the Demotic oath’s invocation formula significantly corresponds to καθήμενοι, meaning ‘sit’

⁴⁷⁹ For more on the verb *ḥtp* at the beginning of the invocation formula, see Chapter 1, p. 13.

⁴⁸⁰ Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.

⁴⁸¹ P. Vindob. G. 1 (Memphis, late 4th century B.C.), l. 1: “O Lord Oserapis (Osiris-Apis) and the gods who sit with Oserapis ...”. For the complete translation of the ‘Curse of Artemisia’, see Rowlandson (ed.), *Women and Society*, nr. 37, p. 63.

or ‘*dwell*’, which is “an intentional, literal counterpart of the underlying Egyptian formula with *ḥtp reside*”.⁴⁸²

As discussed in Chapter 1, the function of the invocation formula of the oath was to prevent perjury, whereby the god is supposed to listen to the words pronounced by the oath-taker and take revenge for any fraud or lie perpetrated in his name.⁴⁸³

3.2.2.2 The Subject Matter of the Oaths (IIb)

What are the disputes and promises disclosed in the temple oaths about?

As noted in the previous chapter (p. 89), the contents of temple oaths are generally of the decisory type and concern private disputes arising from obligations to be fulfilled or actions that should be refrained from (e.g. stealing). They are usually formulated in the past tense but occasionally also in the present tense. The few promissory temple oaths concern either assurance to fulfil a contractual obligation or certain duties in the future or to be loyal to an employer or associate.

The nature of the transactions the disputes and promises were about ranges from loans, leases, purchases, sales, exchanges, pledges, to marriage, divorce, inheritance and other matters relating to property. The majority of these transactions would have been oral, if there was any written proof it was somehow contested or had gone missing. In fact, verbal agreements were the norm, especially when they concerned short-term transactions (Greek: *ephemera*) of movables, and indeed many oaths had to settle disputes about movables.

The amount of a debt is regularly the cause of a quarrel,⁴⁸⁴ as are the size, the quantity and the payments of deliveries of barley, wheat or wine.⁴⁸⁵ Disputes could also arise over the ownership of animals, in particular cows and donkeys.⁴⁸⁶ Oaths dealing with disputes concerning deposits and pledges are also well attested.⁴⁸⁷ Property disputes among members of the same family, usually originating from an inheritance,⁴⁸⁸ or among spouses at the dissolution of the marriage are also settled through an oath,⁴⁸⁹ as well as disputes about the existence or the contents of certain documents.⁴⁹⁰

Oaths dealing with cases of longer-term importance are also attested, such as disputes about houses, pieces of landed property or immobilia in general. Note that while the oaths concerning movables are usually written on ostraca (type A or B ostraca), the oaths

⁴⁸² Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.

⁴⁸³ See Chapter 1, p. 1-7.

⁴⁸⁴ See e.g. O. Tempeleide 60, 70, 71, 80, 131, 136, 158, etc.

⁴⁸⁵ See e.g. O. Tempeleide 94-95, 132-135, etc.

⁴⁸⁶ See e.g. O. Tempeleide 44-48.

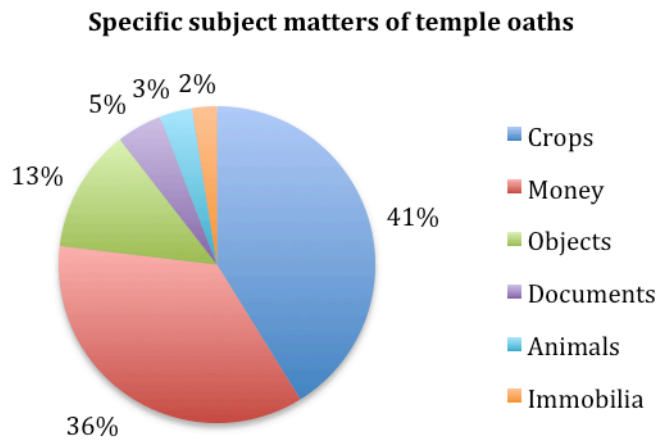
⁴⁸⁷ See e.g. O. Tempeleide 106-109, 144-145 and O. Tempeleide 170-175.

⁴⁸⁸ See e.g. O. Tempeleide 28, 122; O. Bodl. Libr. 1188; O. Detroit 74249, etc.

⁴⁸⁹ See e.g. O. Tempeleide 1-22. These oaths are extensively dealt with in Excursus I, p. 129-132.

⁴⁹⁰ See e.g. O. Tempeleide 36, 63-69, 149, etc.

concerning immobilia are normally written on papyrus (type C papyri) and kept in family archives for long-term preservation.⁴⁹¹ In a graph this looks as follows:

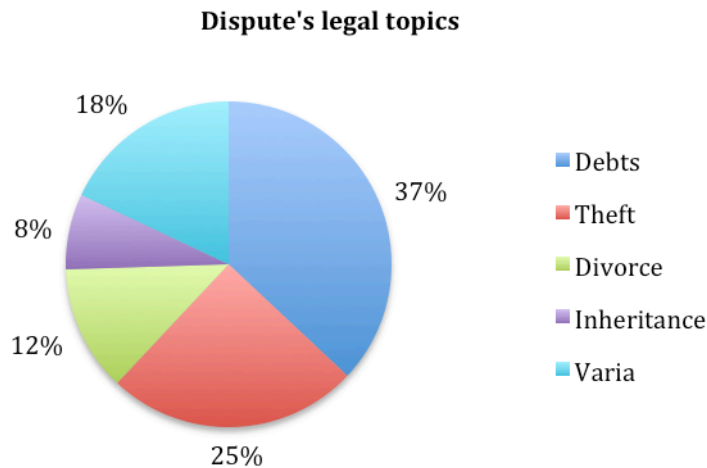


Not surprisingly in an agricultural society, many transactions and thus also disagreements and oaths concerned crops (especially grains such as wheat and barley, but also wine, oil etc.), followed inevitably by money, various objects of daily life (from clothing, especially the valuable *inw*-cloth, and other female dresses to furniture such as beds and doors, and furthermore vessels, pots and bowls), documents, animals and immobilia (houses, fields).

Turning now to the legal topics of most disputes, debts, theft, marriage/divorce and inheritance are the most frequent, with a clear predominance of the first two topics (i.e. crops and issues about money). As already pointed out (p. 91), debts usually originated from sales of movables or loans in kind and money that were only partially repaid or had not been repaid at all, but also from deposits of money or pledges of various objects that were not returned or compensated, and from ‘work-contracts’ whereby, for instance, the worker still had to be paid for his work or had received too little. Debts could also be part of the inheritance of a deceased family member, the payment of which could either be claimed by outsiders from the heirs who took care of the deceased’s unfinished business affairs. As for the other regularly occurring topic, accusations of stealing or misappropriation concerned both money and all kinds of movables/objects (such as grains, clothing, jewelry, furniture, vessels etc.), involving men as well as women. A considerable group of oaths dealing with divorce often include an accusation of theft of money and domestic goods by the former husbands against their ex-wives (see Excursus I below). Other than debts claimed after a family member’s death, disputes dealing with inheritance often concerned the subdivision of the inherited goods and

⁴⁹¹ See e.g. O. Tempeleide 34 and 35 (archive of Amenotnes, son of Horos) dealing with a dispute about a house, and O. Tempeleide 29 and 30 (archive of Horos, son of Nechoutes) concerning land. For the complete list of temple oaths written on papyri, see below Appendix 3a. These oaths were most probably copied down from an ostrakon (type A or B), as is shown by O. Tempeleide 172 A and B bearing the same oath, which survived in both versions, i.e. on an ostrakon (172 B) and on papyrus (172 A).

properties among siblings and the precise share each of them believed he or she was entitled to (see template of such an oath in P. Mattha). Other regular topics concerned deliveries of goods or transfer of property and the existence, validity or exact contents of a certain document (e.g. of sale).



How informative actually are the oath-texts on essential data and background?

The wording of the oath (II) and the consequences of taking or refusing to take the oath (IV), which will be discussed below (p. 134 *ff.*), are usually the only sources of information regarding a dispute. Both clauses provide important, complementary information on the essential data, as well the background, allowing us to reconstruct the case. These must therefore be considered together for the complete and full understanding of a dispute. Occasionally, however, the subject matter of a dispute that ultimately led to the taking of an oath is illustrated by other documents; this is often the case with oaths copied onto papyrus and kept in family archives, where other documents in the archive provide the evidence that helps to reconstruct a legal case.⁴⁹²

In some instances, the wording of the oath provides most of the essential information about the dispute, while the clause containing its consequences only adds a few complementary facts. This is the case, for example, with O. Tempeleide 72, the subject of whose dispute is already clear from the wording of the oath: the denial of a promise to give security. The nature of the security is revealed by the clause about the consequence of not

⁴⁹² See e.g. P. Strasb. 12 (= O. Tempeleide 36), P. Strasb. 8 and P. Grenf. II 35, respectively an oath, a sale contract and a Greek bank receipt, all three related to the same building, i.e. a *pastophorion* or accommodation for *pastophoroi*-priests. These texts belong to the archive of Harsiesis, son of Schotes (TM ID: 98). For the complete list of oaths written on papyri, including their subject matter and the archives where they were kept, see below Appendix 3a. See also P. BM Reich 10079 A (= O. Tempeleide 37) and P. BM Reich 10079 D, which is the document of cession (*sh n wj*).

taking the oath, which states that the defendant has to give 2 1/2 artabas of wheat to the plaintiff.⁴⁹³

In other cases the dispute can only be understood if the consequences for swearing or refusing to swear the oath are taken into consideration. The text of the oath O. Tempeleide 172 A, which has to be taken by Nechoutis, daughter of Nahomssesis, for Psenesis, reads as follows:

Wording of the oath (II)

Invocation formula (a):	<i>“As Sobek lives, who rests here and each god who rests with him!</i>
Subject matter (b):	<i>These are the pledges about which you (Psenesis) have litigated with me (Nechoutis). There is no money that Nahomssesis, my mother, has given (i.e. lent), except 100 (deben) silver. There is nothing about which she made a promise concerning the pledges”.</i>

While the wording of the oath mentions only the 100 deben silver and unspecified pledges, the consequences of the oath reveal much more, namely the subject matter of the pledges:

Consequences of the oath (IV)

Of taking the oath (a):	<i>If she (Nechoutis) takes the oath which is written above, Psenesis will give her the mirror and Nechoutis will be far from him concerning the other two pledges for the 100 (deben) silver, that makes together 200 (deben) silver.</i>
Of refusing the oath (b):	<i>If she (Nechoutis) does not, she will be far from him (Psenesis) and the mirror.</i>

The case may be reconstructed as follows. Apparently, the mother of the oath-taker of 172 A, i.e. Nahomssesis, had promised a loan of 200 ? deben silver to Psenesis. This loan had to be secured by three pledges, one of which was a mirror. This mirror is now claimed by Nechoutis, the daughter of Nahomssesis, for the loan of those 100 deben silver which, according to Nechoutis, her mother had already lent to Psenesis, before she died. This loan was probably denied by Psenesis, who consequently refused to give her the mirror.⁴⁹⁴

The wording of the oath and the consequences of taking and refusing to take the oath, may be tersely formulated and not give all the relevant facts, so the interpretation of the contents of the clauses and of the legal aspects of temple oaths requires caution. Sometimes more than one interpretation is possible, as in the case of O. Tempeleide 25, in which the defendant had to swear the following oath-text:

⁴⁹³ The same kind of supplementary information, though not crucial for the understanding of the case, is provided for example in O. Tempeleide 75 by the clause with the refusal of the oath, which informs us about the amount of the debt concerned (5 artabas). See Kaplony-Heckel, *Tempeleide*, p. 153-154.

⁴⁹⁴ The dispute illustrated by O. Tempeleide 172 A is complicated; eventually the parties managed to reach an agreement. On this text, see see Kaplony-Heckel, *Tempeleide*, p. 284-290 and Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, p. 148-158. See also below, p. 154-155.

Wording of the oath (II)

Invocation formula (a):	<i>“As the Bull of Medamud lives, who rests here and each god who rests here with him!</i>
Subject matter (b):	<i>I did not take anything from you, aside from 10 (deben) silver and 1 artaba of wheat”.</i>

Consequences of the oath (IV)

Of taking the oath (a):	<i>If he takes the oath, he (the plaintiff) will be far from him.</i>
Of refusing the oath (b):	<i>If he does not, the thing that he (the defendant) will reveal, he will give it (back).</i>

The editor of the text interpreted the amount mentioned in the oath as the one agreed upon independently by the defendant and the plaintiff in a previous agreement.⁴⁹⁵ According to this interpretation, the defendant would only be saying that he did not take (i.e. borrow?) more than he was entitled to, while Pestman preferred to see this as a case of theft, in which the defendant had to swear he did not steal more than what was already apparent.⁴⁹⁶

In fact, temple oaths are normally the last act in disputes concerning all kinds of verbal agreements and promises, mostly dealing with affairs of daily life, of which the people involved knew every previous episode, and which therefore did not need to be fully explained in the wording of the oath.⁴⁹⁷ Consequently, the disputes that are referred to in the oaths are almost without exception cases with previous, complex histories, which are not recorded in detail in the texts themselves.

For example, in O. Tempeleide 55 a woman claims the salary of her (deceased?) son, who had a ‘contract of work’ with the defendant. The latter does not contest the existence of that document, but argued that he does not owe any money or grain to the son of the plaintiff. It is not clear whether he meant that the plaintiff’s son had already been paid or that he did not complete his work, nor is it clear what their transaction was about.

Important juridical facts can still be gleaned from the oaths, since the greater part of our knowledge of ancient Egyptian law derives from written contracts while the oaths deal with situations where these contracts are mostly absent. For example, an oath concerning a faulty cloth (O. Tempeleide 168) provides information about the consequences should a hidden defect of the sold object come to light, which is never explicitly formulated in the numerous written contracts of sale. O. Tempeleide 178 provides information concerning the sale of

⁴⁹⁵ Kaplony-Heckel, *Tempeleide*, p. 67, note 6: “Zwischen den Beklagten und dem Kläger liegt ein Arbeitsverhältnis vor. Dies kann daraus geschlossen werden, dass den Beklagten bei der Rechenschaftablegung ein Freibetrag von zehn Silberlingen und einer Artabe Wizen eingeräumt wird”.

⁴⁹⁶ Pestman, *RdÉ* 16 (1964), p. 220, note 2.

⁴⁹⁷ In contrast to written contracts. Although one must always bear in mind, even when dealing with written contracts, that “by itself a document gives no more information than its author wishes to convey” and that “the parties to an agreement do not necessarily tell us all the relevant facts and may even mislead us intentionally”. See Pestman, in: Geller and Maehler (eds), *Legal Documents of the Hellenistic World*, p. 79.

objects belonging to someone else, while O. Tempeleide 36 illustrates a case when a third person contested the sale.⁴⁹⁸

Summarizing and concluding: besides written contracts, the Egyptian legal practice mainly consisted of oral contracts or verbal agreements. The latter must have been considered sufficient and generally recognized within small communities, such as guilds, villages and towns, even without written record.⁴⁹⁹ This was particularly true in the case of transactions concerning movables, such as money, wheat, barley, oil, wine, animals, clothes or small items, for which there usually was no written record. For simple transactions, such as purchasing something to eat or drink, clothes and other small items, one hardly had to have a document drawn up by a scribe.⁵⁰⁰ However, even these routine and informal transactions are often the cause of a dispute, as is shown by the great number of decisory oaths taken to solve a dispute arising from such transactions.

In general, the information disclosed by both the wording of the oath and the clause listing the consequences of swearing or not swearing, is needed to reconstruct the legal case behind the oath. Unfortunately, a complete reconstruction of both the oath's specific contents and its background such as the contractual or disputing context from which the oath originates is not always possible. Not only the business arrangements between private parties were often concluded orally but also the oaths were part of an oral procedure, meaning that many facts and details were never recorded. However, important information about law and legal practice in Ptolemaic Egypt can still be gleaned from the hundreds of preserved temple oaths.

⁴⁹⁸ As already briefly remarked by Pestman, *RdÉ* 16 (1964), p. 220-221.

⁴⁹⁹ In addition to official notarial contracts the Egyptians made use of a variety of less formal documents though usually written by scribes with legal experience. See Pestman, *New Primer*, p. 92-93. The Demotic contracts were formulated as the written records of verbal agreements between two parties, but in only few cases this verbal agreement is explicitly mentioned in the contracts: P. Amenothès 14 (ll. 20-21); P. Amenothès 15 (l. 17); and P. BM EA 10413 (l. 11). See Pestman, *Amenothès*, p. 114.

⁵⁰⁰ On this subject see Manning, *Enchoria* 28 (2002/2003), p. 61.

3.2.2.3 Excursus 1: Oaths dealing with disputes arising from the dissolution of marriage

Up to now a group of 23 published and 2 unpublished Turin ostraca contain temple oaths dealing with disputes between husband and wife at the dissolution of their marriage.⁵⁰¹ The central topic of these texts is the denial of adultery and/or stealing by one of the two parties, in most cases the wife.⁵⁰²

Table 2. Oaths dealing with disputes arising from the dissolution of marriage

Texts	Oath-taker	Opponent	Dispute matter(s)
O. Tempeleide 1; 5-14 O. FuB 10, p. 170, nr. 31; p. 172, nr. 32	woman (defendant)	man (plaintiff)	• adultery • stealing
O. Tempeleide 15-17; 20-21	woman (defendant)	man (plaintiff)	• stealing
O. Tempeleide 2; 4	man (defendant)	man (plaintiff)	• adultery
O. Tempeleide 3	man (defendant)	woman (plaintiff)	• adultery
O. Tempeleide 18	man (defendant)	woman (plaintiff)	• restitution of personal possessions (money; things)
O. Turin S. 12702 + S. 12828	woman (defendant)	man (plaintiff)	• restitution of personal possessions (<i>gtn</i> -cloth and <i>swḥ.t</i> -cooking pot)
O. Turin G. 5	woman (plaintiff)	man (defendant)	• restitution of personal possessions (<i>inw</i> -cloths, copper money, objects)

The cases dealing with financial matters mostly concern accusations, made by the husband towards his former wife, of stealing property and money (O. Tempeleide 5-12; 15-17 and 19-20; O. FuB 10, p. 170, nr. 31 and p. 172, nr. 32). The other regularly disputed topic is the husband's refusal to return the dowry or the estranged wife's personal possessions – that she had brought into the marital home – to her (O. Tempeleide 18 and Turin ostraca).

As far as the accusation of adultery is concerned, in only three cases the oath was taken by men and in each case it was specified with whom the adultery had been committed.⁵⁰³ In O. Tempeleide 2 a man exonerated someone's wife from adultery; in O. Tempeleide 3 a man exonerated himself from adultery with the plaintiff's sister and in O. Tempeleide 4 a man exonerated himself from adultery with the plaintiff's wife.⁵⁰⁴

⁵⁰¹ O. Tempeleide 1-21; O. FuB 10, p. 170, nr. 31 and p. 172, nr. 32; O. Turin G. 5 and O. Turin S. 12702 + S. 12828, for which see Chapter 5, p. 253-256. Cf. O. Turin S. 12716 + S. 12850 + S. 12885 + G. 30 concerning a dispute about 40 deben between a man and a woman, maybe also at divorce: Chapter 5, p. 257-58.

⁵⁰² On O. Tempeleide 1-21, all dealing with 'matrimonial squabbles' and all taken in the name of Montu, as Bull-of-Medamud, see Borghouts, *RdÉ* 33 (1981), p. 11-22 and Chapter 4, p. 201.

⁵⁰³ One may wonder why in those cases the accused wife did not take the oath herself. Perhaps she was not allowed to do so by the authorities? See Borghouts, *RdÉ* 33 (1981), p. 21, note 78.

⁵⁰⁴ O. Tempeleide 3: this case makes the most sense if the man is married to the plaintiff. She accuses him of sleeping with her sister. If that were true she would have a valid argument for a divorce and her husband

In the majority of the cases, however, the oaths were taken by wives who had to defend themselves against the accusation of having been unfaithful in general, without any further specification. The standard oath-text dealing with the denial of adultery by an accused wife is illustrated by O. Tempeleide 1: “*I have not slept with nor have gone to another man since I married you (lit. ‘I came sitting with you’)*⁵⁰⁵ *in year 22 till today*”. This clause for denial of adultery often occurs in combination with accusations of stealing (*tj* lit. ‘to take’) for which a standard clause was also used, e.g. O. Tempeleide 7: “*Since I have married you until today, I have not stealthily taken (something) from you, I have not stolen from you, I have not stealthily done anything against you, for more than 20 (deben) silver (i.e. dowry/bride wealth). I have not slept with a man when I was married with you. There is nothing of yours in my hand apart from the things which I had brought at the time (with me) for you*”.

If the wife did take such an oath, presumably pressured into it by her husband, she was deemed innocent of the accusations with which she was charged (adultery and/or theft). If it became apparent that the husband had falsely accused his wife, due to her taking the required oath, he had to compensate her anyway, as illustrated by O. Tempeleide 1: ‘*If she takes the oath, he will be far from her and he will give her 4 talents and 100 (deben) silver (i.e. dowry/bride-wealth)*’. In contrast, if she refused to take the oath, she was found guilty. If she was found guilty of stealing, she had to reveal the goods or the money she had taken and these would be deducted from what the husband had to repay to the divorcée, e.g. O. Tempeleide 6: ‘*If she refuses to take the oath, she will deduct those things she will declare from the 2 talents and 50 (deben) silver (i.e. dowry/bride-wealth)*’. Another option is that she had to return the goods and/or the money that she had taken away, as illustrated by O. Tempeleide 5: ‘*If she refuses to take the oath, she will give back the things she will reveal, according to the text of the oath*’.

From the examples above it is fairly easy to identify a pattern. First, accusations of adultery and theft are prevalent. Second, in all but a few cases, a woman is the accused party. Third, women are accused of adultery in general, men of adultery with specific women, mentioned by name. A likely reason why husbands so often claimed their wives’ infidelity and stealing as the reason for divorce, and by doing so pressured their wives into a decisory oath, becomes clear when studying these oaths within the context of marriage and divorce in ancient Egypt, and their consequences regarding property.

Marriage settlements concerned only economic matters, namely, stipulations pertaining to property on behalf of the wife and any children resulting from the marriage.⁵⁰⁶ At the time

would have to meet his financial obligations. Note that the accusation is not adultery in general, but adultery with a specific woman.

⁵⁰⁵ On this expression, see Clère, *RdÉ* 20 (1968), p. 171-175

⁵⁰⁶ In Ancient Egypt marriage was usually a private matter. There is no indication that there was any legal or religious ceremony to formally endorse the marriage. The marriage settlements were never drawn up to prove the legitimacy of the marriage nor did they need to be contracted at the time of the union. Moreover, statements of a personal nature were also not included therein, so they were not intended to establish the personal rights and responsibilities of either party. On this matter, see Pestman, *Marriage*, p. 6-7.

of or after the conclusion of a marriage, parties could enter into an agreement to settle various legal aspects (rights and obligations) pertaining to property and put the agreement in writing.

Different kinds of deeds were used for this purpose from the 22nd dynasty onwards: Pestman divided them into deeds of type A, B or C, each with its own peculiarities.⁵⁰⁷ Only the proprietary and alimony rights the wife was entitled to in case of divorce will be considered here. In the deeds of type A the amount of the so-called *šp n s. ḥm.t* ('*bride-wealth*') was recorded which the husband had to pay to his wife; also, the goods the wife had brought into the marriage (*nkt.w n s.ḥm.t* '*goods of a woman*') and their value were listed.⁵⁰⁸ In the type B deeds the dowry (*ḥd n ir ḥm.t* '*money in order to become a wife*') was established, i.e. a sum of money the wife paid to the husband; in the deeds of type C the size of the wife's alimony (*s^cnḥ* '*maintenance*') was stipulated, and the entire property of the husband was pledged to guarantee his obligations in this regard.⁵⁰⁹

Either party could end the marriage whenever they wished. In most cases it was the wife who left the husband's house. If a husband repudiated his wife, many consequences followed with regard to property. First, the wife took her possessions along with her, that is to say her private property (*nkt.w n s.ḥm.t*) that she had brought into the marital home. Second, if her husband was unable to return the objects of her *nkt.w n s.ḥm.t*, he had to give her the equivalent in money, without claiming that she did not bring those possessions to the marital home and without putting her to an oath in the court of justice to swear (and thus prove) that she did.⁵¹⁰ Moreover, at the dissolution of the marriage the wife could dispose of the *šp*, which became over the course of time a fine the husband owed to his estranged wife if he repudiated her pending certain conditions, a development with important implications for our temple oaths.⁵¹¹ Finally, if a type B deed had been drawn up, she could also claim her dowry (*ḥd n ir ḥm.t*) back and, in the case of a deed of type C, her alimony (*s^cnḥ*) and a third of conjugal property.⁵¹²

⁵⁰⁷ Pestman, *Marriage*, p. 21 ff; see also p. 179-180. A fourth type of deed, type Z (*ibidem*, p. 181), is not considered here; there, the man put down in writing that his wife was free to marry again after the divorce.

⁵⁰⁸ The *šp* consisted of a sum of money and on occasion also a quantity of grain. The *nkt.w n s.ḥm.t* consisted of clothing, ornaments, mirrors, even beds See Pestman, *Marriage*, p. 108 and 94 respectively.

⁵⁰⁹ The payment of the *ḥd n ir ḥm.t* was not always made in money, but could also be made in kind: Pestman, *Marriage*, p. 102. The *s^cnḥ* could be paid in kind (food and clothing) or money: *ibidem*, p. 107.

⁵¹⁰ As stated in the following clause in marriage settlements: "*I will not be able to impose an oath upon you in the court of justice about your nkt.w n s.ḥm.t abovementioned, saying: you have not really brought them with you to my house*". According to Pestman, *Marriage*, p. 98 this stipulation was intended "to safeguard the wife, in anticipation, from the burden which the taking of an oath and the legal process accompanying it undoubtedly would involve" and it perhaps was "the result of the fact that it is not always possible for the wife to prove her right to her *nkt.w* by means of a deed containing a list of them". See also Rowlandson (ed.), *Women and Society*, p. 161-162 and Lippert, Barta et al. (eds), *Lebend(ig)e Rechtsgeschichte* (forthcoming).

⁵¹¹ The *šp* (*bride-wealth*) of type A deeds was originally paid in the 22nd dynasty by the bridegroom to the bride's father at the beginning of the marriage. From the end of the 26th dynasty onwards, however, it was paid to the bride herself. Until about 230 B.C. she received this *šp* when entering into marriage, but thereafter she only disposed of it at the dissolution of the marriage. See Pestman, *Marriage*, p. 110 ff and 156.

⁵¹² Pestman, *Marriage*, p. 90-114.

In summary, if the husband repudiated his wife, either because he wanted to marry somebody else or for some other reason, he had to return her possessions (*nkt.w n šm.t*) and her dowry (consisting of the *ḥd n ir ḥm.t*) or pay her alimony (*sḥnḥ*). Additionally, he also had to pay out her *šp* ('*bride-wealth*'), as a fine. However, a husband who sought a divorce could be exonerated from this fine if his wife had not fulfilled her matrimonial obligations, namely being sexually faithful to her husband. This meant that proving a wife's unfaithfulness was financially attractive in the case of a divorce. Moreover, if the man could show that the wife had taken or stolen goods in excess of a certain amount, he could apparently deduct that amount from the *šp* or the dowry he had to repay, although it is not explicitly stated in the marriage settlements, except in one case.⁵¹³ This meant that proving a wife's theft of matrimonial property was financially attractive, much like the accusations of adultery. Furthermore, at times the husband, who had to return his divorcing wife's dowry and personal possessions, seems to refuse to do so, claiming that he had not really received the dowry in the first place or that he had already returned her possessions, or their equivalent⁵¹⁴ (as we have seen, a standard stipulation in the marriage settlements prevented him from accusing his wife of not having brought them to his house at all).

Returning now to the oaths about adultery and theft, we may draw a few conclusions concerning marriage and divorce and their consequences with regard to property. As previously pointed out, a marriage settlement was very advantageous to a woman: should they divorce, her husband had to pay a considerable amount of money if, at least, she was not the cause of the dissolution of the marriage. In particular the repudiation of a wife had financial implications for the husband, part of which could be avoided or considerably reduced if the repudiation of the wife was due to adultery committed by her, or by proving that she had been dishonest about financial matters and property. In doing this, Egyptian men probably made use of the general and socially accepted prejudicial idea that women were inclined to commit adultery and squander (matrimonial) property, as illustrated for example by the characterization of women in Demotic wisdom texts. In this genre the reader is warned repeatedly about adultery committed by his wife and financial mismanagement is posited as a feature of most women.⁵¹⁵ Also, in Abnormal Hieratic marital property arrangements adultery is labeled as the 'great sin of a woman'.⁵¹⁶ This may be the reason why in the temple oaths women and not men are usually the ones who have to defend themselves against such accusations. Even when (rarely) a man has to take an oath on adultery, he is not always the accused: he is either acting as a witness (O. Tempeleide 2) or is swearing that a married woman did not sleep with him or another man (O. Tempeleide 4).

⁵¹³ *Ibidem*, p. 56, 75 and 155-156.

⁵¹⁴ Respectively O. Tempeleide 18 and O. Turin G. 5 and O. Turin S. 12702 + S. 12828.

⁵¹⁵ Dieleman, *SAK* 25 (1998), p. 7-46, especially p. 15 ff.

⁵¹⁶ See e.g. P. Louvre E 7846 and P. Louvre E 7849 (ex. 32 in chapter 2, p. 65).

3.2.3 The Consequences of the Oath (clause IV: a, aa, b)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival Notes (a, b)

The standard clause IV refers to the consequences of decisory oaths from both Thebes and Pathyris, respectively of taking the oath (IVa) or refusing to take it (IVb).⁵¹⁷ These consequences are determined beforehand as a conditional verdict and written on the ostrakon (part of the scribal oath formula). Both IVa and IVb are conditional sentences consisting of two components, an if-clause (protasis) and a then-clause (apodosis).

In Theban oaths the consequences of the oath often occur after the assertion of truth (clause III) as outlined in Table 1, while in oaths from Pathyris clause III is only attested once, directly after the wording of the oath (clause II). Most temple oaths include both consequences, of taking or refusing to take the oath. In a few cases, only one of the consequences, mostly of taking the oath, is recorded; on rare occasions, no consequence is included in the oath-text at all. Temple oaths with only one or no consequence recorded are special cases and will be dealt with separately below.

Finally, as previously pointed out, clause IV often provides useful additional information for a clearer understanding of the dispute leading to the temple oath, along with the actual wording of the oath (clause II). This additional information can concern either the contents of the dispute itself or the procedure underlying the disputing process and the oath-taking.

⁵¹⁷ Clause IV does not occur in promissory oaths. See above, p. 105. O. Tempeleide 61 must be reckoned among the assertory temple oaths as well (against Kaplony-Heckel, *Tempeleide*, p. 132).

3.2.3.1 The Consequences of Taking the Oath (IVa)⁵¹⁸

The designated oath-taker becomes the winning party when he actually takes the decisory oath that has been imposed upon him or her, meaning that his opponent automatically becomes the losing party. The specific consequences of taking the oath for both parties are stated beforehand in clause IVa, of which the basic formula, including the protasis and the *incipit* of the apodosis, usually reads as follows:

Components of IVa	Demotic oaths	Greek oaths
Protasis (if-clause)	<i>iw=f ir pṣ ʕnh</i> <i>If he takes the oath</i>	• ὁμόσαντος αὐτοῦ <i>After swearing / if he swears the oath</i> • ἔάν or εἰ + ὁμύη <i>If he swears the oath</i>
Apodosis (then-clause)	<i>mtw=f + infinitive</i> <i>he will ... (various consequences)</i>	infinitive <i>he must ... (various consequences)</i>

While no other grammatical construction is known in the protasis of Demotic oaths other than *iw=f ir* (conditional particle *iw* + suffix pronoun + infinitive), the Greek oaths provide a construction with either the *genitivus absolutus* or the particles ἔάν and εἰ followed by the conjunctive of ὁμύω *to swear*. The *genitivus absolutus* can be used with an aorist participle (for example ὁμόσαντος αὐτοῦ, of which the literal translation would be: ‘*after having sworn the oath*’), or with a present participle (for example ὁμυόντων αὐτῶν: literally ‘*while swearing*’).⁵¹⁹ However, both participles, despite the different tenses (aorist or present), are mostly translated with: ‘*if swearing*’ or ‘*if he swears the oath*’, stressing the conditional feature. The constructions ἔάν + (Greek) conjunctive and εἰ + (Greek) conjunctive appear each once in the sources.⁵²⁰ The apodosis in Demotic oaths is introduced by the (Egyptian) conjunctive *mtw=f* (+ infinitive), expressing the result of a preceding conditional clause, with future meaning while in Greek oaths it consists of a verb in the infinitive, expressing iussive force (i.e. a cautious variant of the imperative).⁵²¹

The identity of the grammatical subject of the protasis and the apodosis is not always immediately evident in the formulary. This is especially true in Demotic oaths when the oath-taker and his opponent are of the same gender. Note, however, that the person meant in the protasis (*iw=f*) is always the oath-taker, while the person meant in the apodosis (*mtw=f*) can be either the oath-taker or his opponent.

⁵¹⁸ Although most oaths include both clauses IVa and IVb, only the former will be discussed here. This is done to provide a general overview of the various possible scenarios for each clause and transcending the singular case.

⁵¹⁹ O. Tait Bodl. 274 and Wilcken Chrest. 110 A (aorist participle); O. Tait Bodl. 275 (present participle).

⁵²⁰ Respectively O. Tait Bodl. 275 and O. Wilcken 1150. Is this a conjunctive futuralis, emphasizing that the swearing of the oath will occur in the future, i.e. after the redaction of the oath-text?

⁵²¹ On the future orientation of the conjunctive, see Borghouts, *ZAS* 106 (1979), p. 14 ff.

Usually, most consequences affect the party losing the case (who in clause IVa is always the opponent of the oath-taker). It is these consequences that are listed first and foremost in the oath formula. These are discussed below. From a juridical point of view, either party can be the defendant or the plaintiff in any dispute. For the sake of clarity, in the discussion of clause IVa, we will distinguish between the oaths with the defendant as the oath-taker (IVa case 1) and those with the plaintiff as the oath-taker (IVb case 2).

The defendant as the oath-taker (IVa; case 1)

Most temple oaths are taken by the defendant. As already pointed out (p. 115), the onus of proof in a given dispute rested with the plaintiff: if he wanted to have any chance of being proved right in his accusation towards his opponent and having his subsequent claims fulfilled without any sufficient and verifiable evidence (for instance documents) to corroborate his demands, he had to impose an oath upon the defendant. The latter usually had to swear that he was innocent of whatever he was accused of by the plaintiff, or that he had already fulfilled his obligations towards him. If indeed the defendant took the required oath, several consequences could follow for both the plaintiff and the defendant himself. The most common ones are charted in the overview below and will be discussed here briefly.

Table 3. Consequences of taking the oath (Case 1, oath-taker: defendant)

Protasis (if-clause)	<i>If he (the defendant) takes the oath</i>
Apodosis (then-clause)	I. Consequences for the opponent (plaintiff), losing the case:
	• he will ‘move away’ (<i>wj</i>) from the oath-taker/defendant • he will give (<i>dj.t</i>) items or pay money (<i>mḥ; dj.t ḥḡ</i>) to the oath-taker/defendant • he will deal with a specific legal authority • varia, depending on the specific context
	II. Consequences for the oath-taker (defendant), winning the case:
	• he will be ‘set free’ (<i>ἀπολύεσθαι</i>) from paying or returning the money or object claimed by the plaintiff • he will have to pay less than what the plaintiff has claimed • varia, depending on the specific context

The first, implicit consequence if the defendant swears the oath imposed upon him, is that he wins the case and the more explicit one is that his opponent, the plaintiff, the losing party, will *move away from him* (Demotic: *wj*), e.g. O. Tempeleide 25, a purgatory oath against the accusation of theft: ‘*If he (the defendant) takes the oath, he (the plaintiff) will move away from him (the defendant)*’. The literal translation of the Demotic term *wj* ‘to move away, to be far’ means actually that the plaintiff withdraws his claims or charges and any proceedings against the oath-taker, i.e. the defendant. Its Greek counterpart in the oaths seems to be the verb

ἀπολύω ‘to set free, to release’, used especially in the passive form, as attested in O. Tait Bodl. 273, 274 and 275: ἀπολύεσθαι ‘to be set free’.⁵²²

The term *wj* is significantly also used in the Ptolemaic Period for indicating a deed of cession or renunciation, a *sh n wj* (lit. a ‘document of being far’), i.e. a quitclaim, by which a person gives up his claims upon the matter disputed or sold, and acknowledges the rights of his opponent.⁵²³ Seidl previously suggested that perhaps the use of the term *wj* in the oaths also meant that the losing party actually had to make a deed of cession or renunciation in favour of the winning party.⁵²⁴

That very fact is not only explicitly formulated in some of the oaths,⁵²⁵ but also in one exceptional case both the oath and the separate deed of cession made by the adversary after the oath-taking are preserved in a family archive.⁵²⁶ Also, P. Grenf. I 11, dealing with the oath procedure, attests that after the oath-taking ceremony at the temple, the losing party of the dispute indeed makes a συγγραφὴ ἀποστασίου for the winning party, which is the Greek counterpart of the Demotic phraseology *sh n wj*.⁵²⁷

Usually, the object of the cession was mentioned explicitly. Some oaths simply state that the plaintiff ‘will move away’ from the oath-taker, i.e. the defendant, as far as everything mentioned in the wording of the oath is concerned (e.g. O. Tempeleide 161: several objects) while others specify that the plaintiff had to give up his claims concerning a particular matter (e.g. O. Tempeleide 36: a place and the document of payment related to its sale).

In some disputes, the plaintiff losing the case had to give specific items or pay a certain amount of money to the defendant. At times, the latter is a restitution of items or money belonging to the defendant in the first place or to which the defendant was somehow entitled. An example is O. Tempeleide 1, in which the former wife, after swearing she did not commit adultery, received the dowry to which she was entitled at the dissolution of the marriage (see Excursus I above).⁵²⁸

On occasion, the plaintiff had to deal with the authorities, for example the *strategos*, as in O. Tempeleide 214 about an accusation of housebreaking. The mention of an intervention by the *strategos* or other officials occurs more often, especially when the oath-taker refuses to

⁵²² Liddell and Scott, *Lexicon*, p. 208: ἀπολύεσθαι ‘to be set free’ (+ genitive), frequent in a legal sense. For example: ἀπολύεσθαι τῆς αἰτίας ‘to be acquitted of the charge’.

⁵²³ About the deeds of cession in general (Demotic: *sh n wj*; Greek: συγγραφὴ ἀποστασίου) see Depauw, *Companion*, p. 143; for cessions as withdrawals after judgement see Allam, *EVO* 17 (1994), p. 19-28.

⁵²⁴ Seidl, *Eid*, p. 9 and p. 80. See also the case of P. Louvre E 3228c (ex. 40 in chapter 2, p. 70).

⁵²⁵ O. Tempeleide 44 = O. Leiden 284, for which see Nur el-Din, *Ostraca Leiden*, p. 228-230: ‘If he takes the oath, ... Tasemis and Artemon will move away from him concerning the cow (and) Snachomneus will make a cession for them concerning the rest (of the) things (of) Heriophmois’. A similar clause occurs in O. Tempeleide 32: ‘If he takes the oath, she will give 3 talents for the farmland on the island and the scribe will make a document concerning this, and he will move away from her’. See also O. Tempeleide 67 (= P. Adler 19), an oath dealing with a dispute about such a document of cession.

⁵²⁶ The oath is recorded in P. BM Reich 10079 A (= O. Tempeleide 37), while the deed of cession is preserved on P. BM Reich 10079 D. See also note 492, p. 125 and Pestman, *Amenothos*, p. 106, note 1.

⁵²⁷ On P. Grenf. I 11, see Chapter 4, Appendix 1 (§ 4.5.1).

⁵²⁸ For the context of this oath and similar ones, see above Excursus I, p. 129-132.

swear the oath.⁵²⁹ It is usually the losing party, *in casu* of O. Tempeleide 214 the plaintiff, who must appear before the authorities, whose task was probably to state a specific legal consequence, maybe a penalty, and make sure the losing party acted accordingly.⁵³⁰

In disputes about debts, by taking the oath the defendant could prove that he had already repaid part of the original debt, which resulted in paying less than the amount claimed by the plaintiff (e.g. O. Tempeleide 60, about a debt in kind, and O. Tempeleide 151 about money), or that the debt had already been settled (e.g. O. Tempeleide 147 and O. Tait Bodl. 274).

The plaintiff as the oath-taker (IVa; case 2)

Oaths sworn by the plaintiff are rare. If, however, the oath-taker is the party who claims something from someone else, the general consequence of swearing is that the losing party will have to give what was claimed. Fewer female plaintiffs take an oath than males; also, when they do, they usually claim personal possessions back from their divorcing husbands or are involved in a dispute with another woman.

Table 4. Consequences of taking the oath (Case 2, oath-taker: plaintiff)

Protasis (if-clause)	<i>If he (the plaintiff) takes the oath</i>
Apodosis (then-clause)	I. Consequences for the opponent (defendant), losing the case:
	• he will give (<i>dj.t</i>) whatever the oath-taker/plaintiff has claimed, at times with an additional fine • varia, depending on the specific context
	II. Consequences for the oath-taker (plaintiff), winning the case:
	• no explicit consequences stated • implicit consequence: he receives what he has claimed (see above I)

So, for example, a divorced woman had her personal possessions returned to her by her former husband, including an expensive cloth, that she had brought into the marital home, or its counter-value, if she swore that he did not yet give back those things, e.g. O. Turin G 5: ‘*If she [takes the oath, he will pay/give her back] this inw-cloth [(and the other things mentioned above)]*’.⁵³¹ In a dispute dealing with payment for a delivery of wheat and castor oil, the plaintiff received his product back from his opponent by swearing that the products had already been delivered by him but not yet paid for by the recipient (despite a promise to do so). This can be inferred from clause IVa in O. Tempeleide 78: ‘*If he (the plaintiff) takes the*

⁵²⁹ See for instance O. Tempeleide 100, 140 (*strategos*) and O. Tempeleide 207 and O. Wilcken 1150 (*epistates*). For the complete list of the oaths wherein specific authorities are involved if the oath was refused, see Chapter 4, p. 217.

⁵³⁰ For more on the role of the *strategos* and other authorities in the oath procedure, see § 4.1.3 and p. 235.

⁵³¹ For O. Turin G. 5 see also p. 129 and Chapter 5, p. 253-254.

oath, Horus and his brothers will give (back) 2 artabas of wheat and 1/6 (artabas) of castor oil, which was exactly the same quantity and the same products that had been delivered.

The restitution of the claimed object to the plaintiff who did take the oath could also include an additional fine, as described in O. Tempeleide 198, dealing with a dispute about an oven: ‘*If she takes the oath, Kalibis will give the oven to Tathur (and Kalibis) will give 13 (deben) silver to her (and) as interest (another) 2 (deben) silver, makes 15 (deben) silver, at the taking back of the oven*’.⁵³²

3.2.3.2 The Subsidiary Oath: ‘Oath of Credibility’ (IVaa)

In about thirty temple oaths⁵³³ a new clause is added directly after the *protasis* of clause IVa, in which a different person (F) from the oath-taker mentioned in the protocol (A), but most often related to him, has to swear an oath to A’s credibility (clause IVaa: subsidiary oath or ‘oath of credibility’). The subsidiary oath is an oral formula, its wording being spoken aloud during the oath-taking ceremony at the temple as well, as can also be inferred by the regular mention of F, along with the main oath-taker A, in the postscript.⁵³⁴ Clause IVaa, along with its components, runs as follows:

Clause	Components	Demotic oaths		Greek oaths
IVa. Consequences of taking the oath	Protasis (1)	<i>iw=f ir p3 ʕnh</i> <i>If he (= A) takes the oath</i>		ὁμόσαντος αὐτοῦ <i>After swearing/ if he swears the oath</i>
IVaa. Subsidiary oath	Introductory formula	Protasis (2)		Exhortative sentence
		<i>mtw F ʕk r dṛt=f (dd)</i> (and) <i>if F swears into his hand (saying)</i>		συνομνύεωσαν let F also (have to) take an oath (that)
	Wording	Thebes	• <i>p3(j) ʕnh ʕnh m3c p3j</i> <i>the/this oath is a truthful oath</i> • <i>ʕnh (n) m3c.t</i> <i>oath (of) truth</i>	ἀληθῆ τὸν ὅρκον εἶναι <i>this oath is true</i>
		Pathyris	<i>(ʕnh) m3c p3j</i> <i>this (oath) is truthful</i>	not attested

The shorter version of the subsidiary oath consists of the clause introducing such an oath (Demotic: an if-clause or *protasis* as in clause IVa; Greek: main sentence with an exhortative conjunctive) without recording its actual spoken text or wording. An example is O. Tempeleide 168 (about the sale of a bad quality *inw*-cloth): ‘*If she (the defendant) takes the*

⁵³² This oath contains only clause IVa. About special cases like this, see below, p. 145.

⁵³³ See below, note 536 and Appendix 4a.

⁵³⁴ See the section dealing with the postscript (clause VII) below, § 3.3.4.

oath, he (the plaintiff) will be far from her, and if her son swears into her hand,⁵³⁵ he (Nekht-Anoupis) will be far from him (the son) too’.

The longer version also gives the actual text of this subsidiary oath, of which two (slightly different) variants are known according to the provenance of the oath, Thebes or Pathyris. The most common Theban formula runs as in O. Tempeleide 43 (purgatory oath against accusation of theft): ‘*If she takes the oath, and if her husband Herieus swears into her hand saying: “This oath is a truthful oath”, they will be far from her’.*

We do not know whether the person who takes the subsidiary oath actually repeated the text of the ‘main’ oath, word for word, as seems suggested by the formulary in O. Tempeleide 168, or whether he just confirmed its truthfulness, as in O. Tempeleide 43. It is possible that the formula “*This is a truthful oath*” (or its variant), was a regular part of the oral enactment of the subsidiary oaths, a standard formula which sometimes, perhaps for the sake of brevity, was not written down, but still pronounced aloud. In this case the formula of the subsidiary oath in the abovementioned O. Tempeleide 168 should be seen as a summary rendition of the formula in O. Tempeleide 43. A similar case occurs with the ‘Assertion of truthfulness’ (clause III: see optional clauses below), probably also a regular part of the oath-taking ceremony, although not always recorded in the oath-formulae. The two clauses, III and IVaa, are similar, but they are pronounced by two different persons, namely the oath-taker and the oath-helpers respectively.

The subsidiary oath occurs in a small group of temple oaths, both from Thebes and Pathyris, and its takers are usually family members of the oath-taker.⁵³⁶ In modern oath terminology they are referred to as ‘oath-helpers’ (less frequently as ‘conjurers’ or ‘compurgators’), due to the main oath-taker being the defendant taking a purgatory oath. Occasionally, the latter is said to introduce (Demotic: *in* ‘to bring’) the taker of the subsidiary oath.⁵³⁷

The reason why oath-helpers were asked to supply an oath of credibility testifying to the truthfulness of the oath of their relative is unknown. It is also not clear who required them to swear a subsidiary oath, whether it was the main oath-taker himself as the occasional use of the verb *in* ‘to bring’ seems to suggest, the plaintiff or the legal authority taking part in the dispute resolution and perhaps also imposing such an additional oath.

⁵³⁵ This is the literal translation of the Demotic expression *m/r dr.t* ‘into the hand’ which, in the context of the oaths, means ‘joining in with’ swearing the oath, or to swear ‘on behalf of’ someone. See also Erichsen, *Glossar*, p. 644 with the following translations of *r dr.t* as ‘*in der Hand*’, ‘*bei*’, ‘*mit*’.

⁵³⁶ Demotic oaths including clause IVaa: (1) Theban area: O. Tempeleide 43, 44, 47, 63, 67, 96, 120, 128, 137, 145, 164, 165, 168 (?), 174, 187 (?), 190, 200 (?), 211, 215; O. FuB 10, p. 135, nr. 1 and p. 174, nr. 34; O. P. L. Bat. 26, 57; O. Enchoria 21, p. 44, nr. 44 and (2) Pathyris: O. Tempeleide 4, 30; O. Turin S.12778 + S. 12875. Greek oaths: O. Wilcken 1150 (Thebes). On the family connection of the takers of the subsidiary oath to the person who swears the ‘main’ oath, see Appendix 4a.

⁵³⁷ O. Tempeleide 145, 215. Perhaps also O. Tempeleide 200, as suggested by Vleeming, *Ostraka Varia*, p. 134, note 20.

One can suppose that the oath-helpers were in some way either informed of, or perhaps even involved in, the disputed facts and consequently examined about them, for example by the legal authority.⁵³⁸ However, it is more likely that they knew the main oath-taker well, and therefore served as a character witness (which would explain the choice of relatives), and wished, or were required, to confirm his credibility by testifying under oath to his truthfulness. Oaths of credibility supplied by oath-helpers are attested in many other legal systems of the Ancient Near East,⁵³⁹ and there are marked resemblances to a similar use of subsidiary oaths, for instance, in the early common law of medieval England⁵⁴⁰ and among Bedouin tribes today, where in important cases the oath by the defendant alone is not considered sufficient, so that other men of his family or tribe have to support his oath and swear with him.⁵⁴¹ Whether the presence of oath-helpers in the temple oaths was also somehow related to the contents of the disputes (or is it perhaps to be seen as a sign of weakening of the oath?), and who exactly asked for their support, will be discussed below in chapter 4 about the legal procedure.

In short, oath-helpers were there to confirm the truthfulness of the main oath and therefore were also liable to potential supernatural sanctions (and earthly consequences). We agree with Seidl in seeing the subsidiary oath as “in nuce ein neues Eidesprogramm”⁵⁴² instead of seeing its takers as simply “Eidhelfers”.⁵⁴³ Even the terminology introducing the subsidiary oath (Demotic: $\epsilon r\dot{k} r/m \underline{d}r\dot{t}=f$ ‘to swear into his hand’) seems to emphasize the connection between the oath-takers of the main oath and the subsidiary oath respectively (physically connected by taking hands: $\epsilon r\dot{k} m \underline{d}r\dot{t}$) as both being subject to divine punishment should they commit perjury.⁵⁴⁴

⁵³⁸ Note the difference between the involvement and responsibility of family members in for example O. P. L. Bat. 26, 57 and a similar Greek oath O. Wilcken 1150 about inflicting injuries: in the former only a man is suspected of committing the offence, while his wife and son, probably as persons informed of the facts, or merely testifying to their relative’s credibility are oath-helpers. On the contrary, in the Greek specimen two brothers are both suspected of being responsible for committing the offence and thus both have to swear the ‘main’ oath as alleged partners in crime. On the latter, see above, p. 113 and note 440.

⁵³⁹ For more on this matter, see for instance M.B. Hoffman, *The Punisher’s Brain: the Evolution of Judge and Jury* (2014), p. 234 ff. and A.W. Baan, *The Necessity of Witness* (2015), p. 62 ff.

⁵⁴⁰ See H.J. Liebesny, *The Law of the Near and Middle East: Readings, Cases and Materials* (1975), p. 252.

⁵⁴¹ *Ibidem*, p. 252-253.

⁵⁴² Seidl, *Eid*, p. 10.

⁵⁴³ Kaplony-Heckel, *Tempeleide*, p. 28.

⁵⁴⁴ Cf. the phraseologies $\dot{s}p \underline{d}r.\dot{t} n$ NN ‘to stand security/surety for NN’, ‘to guarantee NN’ and $ir/dj.t \dot{s}p \underline{d}r.\dot{t} n$ ‘to provide/give guarantee for’ (CDD 93). See also F. de Cénival, *Cautionnements démotiques du début de l’époque ptolémaïque* (1973), p. 137-143.

3.2.3.3 The Consequences of Refusing to Take the Oath (IVb)

The consequences for the party who refuses to swear and his opponent are described in clause IVb, of which the basic formula generally runs as follows:

Components of IVb	Demotic oaths	Greek oaths
Protasis	• $iw=f stj r tm ir=f$ <i>If he refuses to take it (the oath)</i> • $iw=f tm ir=f$ <i>If he does not take it (the oath)</i>	• $\mu\eta\ \delta\acute{o}\sigma\alpha\nu\tau\omicron\varsigma\ (\alpha\upsilon\tau\omicron\upsilon)\ \delta\acute{\epsilon}$ <i>After not swearing/if he does not swear the oath</i> • $\epsilon\acute{\alpha}\nu\ \text{or}\ \epsilon\grave{\iota}\ \mu\eta\ +\ \delta\omicron\mu\nu\eta$ <i>If he does not swear the oath</i>
Apodosis	$mtw=f$ + infinitive <i>he will ...</i> (various consequences)	infinitive <i>he will/must ...</i> (various consequences)

The essential syntax and grammar of clause IVb are the same as clause IVa (for which see the previous section), with a few additional remarks about the protasis of Demotic oaths in IVb. As pointed out by Donker van Heel, the verb stj in a juridical context is commonly used when someone withdraws a statement, a document or himself; in the last case the verb is used reflexively.⁵⁴⁵ Accordingly, the literal translation of the protasis of clause IVb would be ‘*if he withdraws in order not to do it (i.e. to take the oath)*’, freely translated ‘*if he refuses to take the oath*’.

Again, the person in the protasis ($iw=f$) is always the oath-taker, while the person in the apodosis ($mtw=f$) can either be the oath-taker or his opponent. Here too, the consequences fall onto the shoulders of the losing party (in clause IVb always the oath-taker) and will therefore be addressed first in our discussion and tables below. From a juridical point of view, either party can be the defendant or the plaintiff in a given dispute. Again, in our discussion, we will distinguish between cases where the defendant takes the oath (IVb, case 1) and where the plaintiff does this (IVb, case 2).

The defendant as the oath-taker (IVb; case 1)

If the party required to take the oath is the defendant (which is mostly the case), and refuses to do so, he loses the case. The consequences depend on the dispute itself, and the claims by the plaintiff, so they must be considered on a case-by-case basis; others occur regularly and can be summarized in the table below.

⁵⁴⁵ Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 98-99.

Table 5. Consequences of refusing to take the oath (Case 1, oath-taker: defendant)

Protasis (if-clause)	<i>If he (the defendant) refuses to take it (the oath)</i>
Apodosis (then-clause)	I. Consequences for the oath-taker (defendant), losing the case:
	• he will give (<i>dj.t</i>) or pay for (<i>mḥ</i>) the object claimed by the plaintiff • he will reveal (<i>wnḥ / hn</i>) what he has actually stolen • he will deal with a specific authority • varia (depending on the specific dispute's context and plaintiff's claims)
	II. Consequences for the opponent (plaintiff), winning the case:
	• varia, depending on the specific context and claims of the plaintiff (implicit consequence: he receives what he has claimed, see I above) • he will take an oath on the value of the object he claims (estimatory oath)

One of the most common and straightforward consequences for the defendant refusing to take the oath is that he, as the losing party, has to hand over – or pay for – a specific object claimed by his opponent. The object itself or its equivalent value has to be given to the plaintiff as payment for an original debt or pledge (respectively O. Tempeleide 75 and 174), or be returned (O. Tempeleide 186), even paid for instead (O. Tempeleide 177), after having been stolen.

Often, after refusing to take a purgatory oath⁵⁴⁶ about theft, the defendant still has to reveal what he has actually stolen from his opponent. This was required in order to define the rights of the plaintiff and state exactly which objects, or equivalent value, the latter was entitled to.⁵⁴⁷ For instance, in the oaths about disputes between husband and wife at the dissolution of their marriage, we have seen that the husband often accused the divorcing wife of stealing.⁵⁴⁸ If she refused to take the oath in order to deny these accusations, she was automatically found guilty and had to specify the goods or the money she had actually taken. One of the consequences was that she either had to return the goods and the money she had ‘stolen’ or their value would be deducted from what the husband had to pay her upon divorce, as in O. Tempeleide 15: ‘*If she refuses to take the oath, she will give the things she will reveal (having stolen)*’ and O. Tempeleide 19: ‘*If she refuses to take the oath, she will deduct those things she will declare from the 500 (*ḏeben*) silver mentioned above*’. Similar purgatory oaths with

⁵⁴⁶ For the definition of purgatory oaths (German: ‘Reinigungseide’), see Chapter 1, p. 19.

⁵⁴⁷ The terms in the original texts are *wnḥ* in Thebes and *hn* in Pathyris, which can be translated as ‘to reveal’, ‘to declare’, ‘to clarify’. See also Kaplony-Heckel, *Tempeleide*, p. 43: *wnḥ* translated with ‘*offenbaren*’ or ‘*eingestehen*’ and *hn* with ‘*zunicken*’ or ‘*zustimmen*’. For the use of these Demotic terms in purgatory oaths, see above. For their occurrence in other types of oaths, see for instance O. Tempeleide 56, 103, 104, 107, 122, 143, 150, 152, 157, 158 etc. (*wnḥ*) and O. Tempeleide 67 (*hn*).

⁵⁴⁸ See above Excursus I, p. 129-132.

similar formulae and consequences occur in contexts other than the dissolution of a marriage.⁵⁴⁹

So if the defendant fails to take the required oath, he usually faces specific consequences or a specific penalty. In a few cases, however, the choice of penalty is referred to the authorities, sometimes the *strategos*, or the *epistates* (either the superintendent of the *nome*, the village or the temple), the *lesonis* (the business manager of the temple), or a representative, probably an influential person acting on behalf of the authorities.⁵⁵⁰

Some disputes and their consequences are less straightforward and difficult to interpret, mostly due to the lack of knowledge of facts and details of the previous stages of the dispute, which were well known to the parties involved, but not recorded or made explicit in the oath-text. This is for example the case in O. Tempeleide 34 (= P. Amenotes 13). The disputed items in this text are a house and some fields that, according to the oath-taker Amenotes, who is the oath-taker, he bought from Psenesis. The plaintiff is the daughter and heir of Psenesis, who, after her father's death, claims the house and the land. The problem seems to be that Amenotes had no document of sale to prove his rights, so he had to swear that Psenesis actually did make a document of sale and a cession for the house and land in his favour.

Not surprisingly, if Amenotes takes the oath, he wins the case and the daughter of Psenesis has to drop her claims. But if Amenotes refuses to take the oath, the consequences have suddenly (for us, at least) to do with a previous episode in the history of the dispute among Amenotes and Psenesis: '*If he (Amenotes) takes the oath, she (the daughter of Psenesis) will be far from him; if he refuses to take it, he will bring his document (about the debt of Psenesis) and both parties will pay according to the wording of that document.*' Psenesis had apparently sold his house and land to Amenotes to pay an old debt.⁵⁵¹ If Amenotes now refuses the oath mentioned above, he has to give back the house and the land. However, if he is able to produce 'his document' (which is probably the document attesting the debt of Psenesis), the daughter of Psenesis, being his heir, is still responsible for the outstanding debt of her father.

⁵⁴⁹ Examples of this are O. Tempeleide 30, 43, 86A + 86B, 87, 88, 90, 91, 102, 105, 106, 110, 111, 112, 113, 114, 116, 125, 208. O. Turin S. 12682 (= O. Tempeleide 51) + G. 22 provides a purgatory oath by the defendant and a suppletory oath by the plaintiff (see Chapter 5, text 10, p. 272-273).

⁵⁵⁰ In O. Tempeleide 100 the defendant refusing to take the oath must '*act in accordance with [the words?] of the strategos*'; in O. Tempeleide 140 and O. Detroit 74249 the defendant must '*come before the strategos*'. For further mentions of the *strategos*, cf. also O. Tempeleide 77 and O. Tempeleide 214. In O. Tempeleide 207 and O. Wilcken 1150 the authority to whom the party refusing to swear is sent is the *epistates* and in O. Tempeleide 119 and O. FuB 10, p. 176, nr. 36 the *lesonis*. In O. Tempeleide 147 is that the *priest* '*the representative*'. For the legal procedure, see § 4.2.4.1.

⁵⁵¹ If Psenesis debt was to Amenotes, the property was forfeited as the result of cashing in the loan. See Pestman, *Amenotes*, p. 105-111.

Sometimes, the plaintiff plays a more active role by taking an oath as well, a so-called ‘estimatory oath’.⁵⁵² The purpose of this oath was to establish the value of the object the plaintiff claimed.

An example is provided by O. Turin S. 12682 + G. 22: the defendant Horus had to declare under oath that he did not steal three cows from Petosiris, the plaintiff, nor did he know the person who stole them.⁵⁵³ If Horus refused to take this oath, he implicitly admitted stealing the cows and his opponent Petosiris would win the case. The latter, though, would have to take an oath in turn to establish the value of the three cows (these, apparently, were not longer available for inspection), which Horus would have to reimburse.⁵⁵⁴

The plaintiff as the oath-taker (IVb; case 2)

In the rare oaths in which the plaintiff is the oath-taker,⁵⁵⁵ the general consequence for the plaintiff not swearing his oath is that he will not receive what he claims from his opponent, and thus will have ‘to be far from’ him, that is drop his claims (see table 6 below). These claims usually concern the repayment of (part of) an outstanding debt or a pledge, the restitution of an object allegedly stolen from him or a contested inherited share, or a delivery of some items already paid for.

Table 6. Consequences of refusing to take the oath (Case 2, oath-taker: plaintiff)

Protasis (if-clause)	<i>If he (the plaintiff) refuses to take it (the oath)</i>
Apodosis (then-clause)	I. Consequences for the oath-taker (plaintiff), losing the case:
	• he will ‘be far’ from his opponent • varia, depending on the specific context
	II. Consequences for the opponent (defendant), winning the case:
	• no explicit consequences stated • implicit consequence: he will be left alone (see above I)

The following examples are illustrative. In O. Turin G. 5, after divorcing her husband, the plaintiff Tagombes claimed not to have received back her personal possessions, among which were two valuable *inw*-cloths, and will have to drop her claims on those possessions if she refuses to take the oath.⁵⁵⁶ In O. Tempeleide 78 the plaintiff has to swear that he never

⁵⁵² On this oath (terminology), see Chapter 1, p. 19. For concrete examples, see below note 554.

⁵⁵³ O. Turin S. 12682 was already published by Kaplony-Heckel as O. Tempeleide 51. See Kaplony-Heckel, *Tempeleide*, p. 117-118. The missing fragment O. Turin G. 22 was found by the present writer at the Papiroteca of the Egyptian Museum in Turin. For the translation of this text, see Chapter 5, text 10, p. 272-273.

⁵⁵⁴ Other examples of suppletory or estimatory oaths occur in: O. Tempeleide 63, 212, 153 (two oaths!), 170, 174, 178, 184, O. Enchoria 21, p. 35, nr. 37 and p. 38, nr. 39; O. Tait Bodl. 275.

⁵⁵⁵ Among the Turin ostraca: O. Turin G. 5, O. Turin S. 12702 + S. 12828; and further: O. Tempeleide 78, 143, 148 and 198 (?).

⁵⁵⁶ For O. Turin G. 5, see Chapter 5, text 1, p. 253-254.

received payment or compensation for a certain amount of wheat and some oil he had delivered to his opponent. If he takes the oath, he will receive the wheat and the oil back, otherwise he has to drop his claims. In O. Tempeleide 143 the oath-taker is the plaintiff claiming a payment for two slaves he has bought on behalf of the defendant. If he takes the oath, the defendant has to pay him the full amount claimed. But if the plaintiff refuses to take the oath, than he must reveal (*wnḥ*) the amount of money he apparently had received beforehand from the defendant to buy the two slaves, and that amount will then be deducted from the full amount he has paid for them (see above the use of the same verb *wnḥ* in cases where the defendant refused to deny theft under oath, thus admitting to be guilty of stealing).

3.2.3.4 The Exceptions: Oaths with One or No Consequence

The great majority of decisory temple oaths mention two consequences, viz. of taking the oath and of refusing to take the oath. There are some exceptions to this rule, consisting of oaths stating only one consequence, or none at all. In the majority (15) of these exceptional oaths, it is the consequence of refusing to take the oath (IVb) which is not recorded in the oath formula,⁵⁵⁷ leaving only four cases where the consequence of swearing the oath (IVa) is lacking altogether.⁵⁵⁸ The absence of any mention of consequences (i.e. neither IVa nor IVb) is also rare.⁵⁵⁹

According to Vleeming, the absence of one or both consequences of the oath, and the fact that it is mostly the consequence of refusal, which is lacking, is an indication that “the oaths were usually worded so as to be assumed in the positive”.⁵⁶⁰ He also suggests that another indication of this could be found in the regular occurrence in the Theban oaths of the ‘Assertion of truthfulness’ (III): “*there is no falsehood in the oath*”, a phrase by which the oath-taker confirmed the truthfulness of the oath-text which was read out by a third, legal or mediating, party.⁵⁶¹

⁵⁵⁷ O. Tempeleide 1, 17, 42, 76 (?), 99, 120 (fragmentary), 138, 139 (fragmentary), 193 (fragmentary), 198, 203, 211; O. FuB 10, p. 142, nr. 6; p. 146, nr. 10 and p. 170, nr. 31.

⁵⁵⁸ O. Tempeleide 106, 114, 184, 189 (fragmentary).

⁵⁵⁹ O. Tempeleide 35 (= P. Amenotches 11); O. Tempeleide 2 and 218; O. FuB 10, p. 159, nr. 20; p. 160, nr. 21 (?); p. 164, nr. 25 (?); p. 172, nr. 32 (?), of which the last three are fragmentary.

⁵⁶⁰ Vleeming, *Ostraka Varia*, p. 134 and note 16.

⁵⁶¹ For this third party, see below about the trustee (§ 3.3.3), p. 151-153.

3.3 THE OPTIONAL CLAUSES (CLAUSE III, V, VI, VII, VIII)

The optional clauses of the oath are clause III (the assertion of truthfulness), V (the scribe), VI (the trustee), VII (the postscript) and VIII (archival notes). Two of these, clause III and VI, are almost exclusively attested in the Theban oaths, whereas VII so far only occurs in the oaths from Pathyris. The signature of the scribe and various archival notes, some of which are in Greek, usually at the bottom or on the reverse (*verso*) of the ostrakon and on the backside of the papyrus are found in oaths from both Thebes and Pathyris.

3.3.1 The Assertion of Truthfulness (Clause III, Thebes)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

In about one third of the temple oaths from the Theban area (half of which sworn before the ‘*Bull of Medamud, at the gate of Djeme in the temple of Montu-Lord-of-Medamud*’) a clause appears stating that there is no falsehood in the oath: the assertion of truthfulness (III).⁵⁶² In the oaths from Pathyris clause III is attested only once, specifically in a recently published Demotic temple oath drawn up on papyrus, which presents a slightly different formula from the Theban oaths.⁵⁶³ So, due to clear statistics, clause III can be considered as a distinctive feature of Theban oaths, therefore being called ‘the Theban formula’ by some scholars.⁵⁶⁴

Provenance	Demotic oaths	Greek oaths
Thebes	<i>mn md.t ʕd n pʃ ʕnh</i> <i>There is no falsehood in the oath</i>	οὐθεν ψευδος ἐν τῷ ὅρκῳ ἐστίν <i>There is no falsehood in the oath</i>
Pathyris (once)	<i>mn krf md ʕd n pʃ ʕnh</i> <i>There is no false deception in the oath</i>	not attested

⁵⁶² Theban oaths comprising clause III: (1) Demotic oaths (those with * are sworn before the ‘*Bull of Medamud*’): O. Tempeleide 1*, 2*, 4*, 8*, 13 (?)*, 15*, 17*, 19*, 21, 32*, 38*, 44, 50*, 52*, 56, 60*, 62, 66*, 68*, 70, 71, 82, 83, 84, 87*, 88*, 89*, 93*, 97*, 99*, 100, 101, 105*, 110, 114, 118, 122*, 123, 124*, 126, 127, 128*, 129*, 131, 135*, 136*, 138*, 139, 143*, 145*, 147*, 149*, 154*, 157, 160, 161, 162 A*, 163, 164, 165*, 166, 169, 176*, 177*, 179, 184, 185*, 186*, 188*, 193, 194, 196, 197, 200*, 201*, 205, 207, 210*, 211*, 213, 219, 222*. O. FuB 10, p. 138, nr. 2*; p. 141, nr. 5*; p. 146, nr. 10; p. 151, nr. 12*; p. 153, nr. 14; p. 154, nr. 15; p. 155, nr. 16; p. 158, nr. 19; p. 159, nr. 20; p. 160, nr. 21*; p. 164, nr. 25; p. 165, nr. 26; p. 170, nr. 31*; p. 176, nr. 36; p. 179, nr. 38*; O. Leiden 278*, 279, 280, 281*, 282, 286, 289, 291*, 292, 294*, 301, 302, 310, 317*, 320*; O. Enchoria 16, p. 45, nr. 23; O. P. L. Bat. 26, 57*; O. BIFAO 96, p. 6; O. Detroit 74249* and (2) Greek oaths: Wilcken, Chrest. 110 A.

⁵⁶³ P. Erbstreit dossier 19 (Pathyris): *mn krf md ʕd n pʃ [ʕnh]*, literally: ‘*There is no deception of falsehood in the [oath]*’. For the publication of this oath, see Vandorpe and Vleeming, *Erbstreit Papyri*, p. 161 The variant *mn sjg md.t ʕd n pʃ ʕnh* ‘*there is no distortion (?) in the oath*’ occurs in the Theban oaths O. Tempeleide 176 and 219. Finally, a variant of clause III occurs in a model oath in P. Mattha, col. IX, 6: [*bn-pw=j ir md*] ʕd n.im=w ‘*[I have not] lied about them*’.

⁵⁶⁴ See for instance Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.

The assertion of truthfulness does not take up a fixed position in the written format; it often occurs directly after the text of the oath (II), which is why it has been included as clause III, but it is not uncommon for it to follow the clause about the consequences of the oath (IV).

Scholars have been wondering whether the assertion of truthfulness may have been a part of the spoken text, i.e. the wording of the oath (II), or not, due to the fact that this clause is omitted so often. Kaplony-Heckel viewed the assertion of truthfulness as an optional part of the wording of the oath, which sometimes could be added later (for instance following the clause about the consequences) as if it were an afterthought or correction by the scribe.⁵⁶⁵ Seidl and Pestman, however, considered the recurrence of the assertion of truthfulness after the clause about the consequences too significant to speak of a ‘mistake’ or an afterthought, therefore arguing that it was not a part of the spoken text of the oath itself.⁵⁶⁶ In view of the frequent occurrence of this clause in the written format of the oath, Vleeming concluded that the assertion of truthfulness must have been a regular part of “the oral enactment of the oath”, but not a part of the wording of the oath itself, due to its frequent placement after the clause about the consequences.⁵⁶⁷

The regular absence of clause III is almost as significant as its presence. It should be kept in mind that oaths represent oral tradition and are a combination of scribal and oral clauses. As oral clauses were likely to be a standard part of the oral procedure, they were often not put in writing.⁵⁶⁸ I agree with Vleeming that the wording of the oath and the assertion of truthfulness were both spoken texts, but uttered separately and by different persons. So, probably, at the moment of oath-taking at the temple, a third party (maybe the trustee often mentioned in the oaths containing clause III) read the wording of the oath aloud and then the oath-taker confirmed it by solemnly pronouncing the assertion of truthfulness.⁵⁶⁹ Interestingly, as previously noted (p. 111), this clause regularly appears in oaths taken by women, who most probably could not read the oath-text themselves.

⁵⁶⁵ Kaplony-Heckel, *Tempeleide*, p. 27.

⁵⁶⁶ Seidl, *Eid*, p. 10; idem, *Der Eid im Römisch-Ägyptischen Provinzialrecht* (1933), p. 40; and Pestman, *Amenothès*, p. 110. See also Muhs, *Enchoria* 30 (2006/2007), especially p. 62, note 1: “its presence in a promissory oath suggests that the assertion was more symbolic than critical, and its isolated position on the verso could argue against it being part of the spoken oath.”

⁵⁶⁷ Vleeming, *Ostraka Varia*, p. 48. In drawing his conclusions on this subject matter Vleeming partly follows a suggestion previously made by Seidl, *Eid*, p. 30-31. See also Traunecker, *Coptos*, p. 377 and El-Aguizy, *BIFAO* 96 (1996), p. 7.

⁵⁶⁸ The fact that this clause is lacking in the oaths from Pathyris could be ascribed to a local scribal habit or, to its standard use, making its inclusion in the written format superfluous.

⁵⁶⁹ Similar to nowadays when a party or witness at the beginning of his deposition is required by a court official to swear or promise to speak the truth about a certain matter and he only needs to answer by saying “I do”. Another option could be that the third party dictated the text written on the ostrakon to the oath-taker who would repeat it word for word after him (cf. the oath by Erenofre in P. Cairo JE 65739, ex. 29 in chapter 2, p. 54). However, this does not exclude that in some cases the oath-taker could also choose to read out the whole of the oath’s text himself. Although the latter seems a less likely option based on the fact that many parties involved in the temple oaths were illiterate.

3.3.2 The Scribe of the Oath (Clause V: a, b; Thebes and Pathyris)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

The ‘signature’ (*sh*) of the scribe of the oath-text and the date of its redaction are provided in many of the Demotic temple oaths,⁵⁷⁰ both from Thebes and Pathyris, by clause V, usually placed directly after the consequences of the oath (IV). While some of these oaths only mention the date (year, month and day) in which the oath was written, others also give the name of the scribe with or without patronymic.

Components of clause V	Demotic oaths	Greek oaths
a. Scribe (see also Appendix 5)	<i>sh</i> <i>H</i> as written (no scribe’s name) <i>sh</i> ...(<i>s</i> ’ ...) <i>H</i> as written G (son of H)	not attested (cf. P. Grenf. I 11, col. II, 17-18: γράφαντες τὸν ὅρκον <i>after putting the oath into writing</i>)
b. Date oath redaction	<i>h3.t-sp x ibd y (sw) z</i> <i>year x, month y, (day) z</i> (no royal name)	not attested

Fact is that clause V provides the signature of the scribe who wrote the text of the oath (I to VI) on the ostrakon (type A) *before* the actual swearing of the oath took place. The scribe of the oath-text is not the same as the scribe of the postscript (VII), who added the outcome of the oath-taking at the temple onto the ostrakon (type B), once the oath-taking ceremony had occurred.⁵⁷¹

The name of the scribe and the date on which the oath was written remain unmentioned in the six surviving temple oaths drawn up in Greek.⁵⁷² However, according to P. Grenf. I 11, a Greek dossier about a dispute resolved by the swearing of a temple oath (oath-text not preserved), the scribe of that oath (γράφαντες τὸν ὅρκον) appears to be the same official named Pechytes who also interrogated the disputing parties (for more on this passage see next section).⁵⁷³

⁵⁷⁰ About two third of the surviving temple oaths; but only 24 out of them provide also the scribe’s name. See below Appendices 5a and 5b, p. 172-173.

⁵⁷¹ A list of the scribes known by name, of both the oath-text (clause V) and the postscript (clause VII) and from both Thebes ad Pathyris, is given in Appendix 5a, p. 172.

⁵⁷² So, the Greek temple oaths do not include clause V in their formula. For more on the Greek temple oaths, see Chapter 5, texts 16-21, p. 284-297.

⁵⁷³ For more on this matter, see Chapter 4, Appendix 1 (§ 4.5.1).

In contrast, a few Demotic temple oaths do record the name of the scribe, with or without patronymic. This is especially true for the Theban oaths, whereas the oaths from Pathyris mostly only provide the name of the scribe of the postscript (see Appendix 5 below). In one specific case the scribes of the oath are it seems two persons, i.e. one of the priests and the local inspector.⁵⁷⁴

Some of the scribes mentioned by name can be identified as scribes of other documents.⁵⁷⁵ Most appear to be professional scribes, at times belonging to well known priestly families.⁵⁷⁶ In one case the name of the scribe who copied the whole text (clause I to VII) onto papyrus has been recorded.⁵⁷⁷

In a few oaths clause V is expanded with additional remarks regarding the writing of the oath.⁵⁷⁸ For instance, in O. Tempeleide 17 and O. Tempeleide 52 it contains the addition of the scribe having written the (text of the) oath respectively *r-hrw=s* ‘according to her voice’ (i.e. of the oath-taker) and *r-hr=w n p3 s 2* ‘according to their voice, of the two men’ (i.e. both parties).⁵⁷⁹ The expression *sh=j r-hr ...* literally ‘I have written according to the voice of NN’ or more freely ‘I have written as NN told me (to do?)’ is also known from other Ptolemaic documents.⁵⁸⁰ In the context of the oaths, the interpretation can be that the scribe either wrote the text of the oath according to the oral declaration or statement given by the parties, emphasizing that they gave their version of the events without having any documents to attest their story, or that the scribe wrote the text of the oath at their bidding, that is, at the request of the parties themselves. In one case the scribe added to his signature that his ‘heart was satisfied with every word’ he had written.⁵⁸¹

As for the oaths that do not provide the name of the scribe, we can partially rely on the list by Kaplony-Heckel, who recognized the same handwriting based on the paleography.⁵⁸² However, we need to err on the side of caution since only facsimiles and not photographs of the texts are available.⁵⁸³

Turning now to the date on which the oath was drawn up (Vb), it should be remembered that Clause V is not the only clause in the oath formula providing a date. Two

⁵⁷⁴ O. Enchoria 21, p. 39, nr. 40. For the scribe of this oath see p. 172 Appendix 5a, nr. 3.

⁵⁷⁵ See Appendix 5b below (p. 173) listing the temple oaths scribes known from other documents which they also wrote or in which they are mentioned, for example as witnesses.

⁵⁷⁶ Such as Patous, son of Herieus (P. Erbstreit dossier 19), for which see p. 172, Appendix 5a, nr. 8.

⁵⁷⁷ See previous note.

⁵⁷⁸ O. Tempeleide 17, 36, 52, 119 (= O. Leiden 283: ‘at his, i.e. the defendant’s, bidding?’), 161, 180.

⁵⁷⁹ See also O. Tempeleide 36: *sh N3-nht=f s3 Pa-b.wj r-hrw=w n t3 h.t 2* ‘Has written Néchoutes son of Patous according to their voice, of the two people’.

⁵⁸⁰ See for example P. Botti 18 and P. Amenotes 14, both documents concerning an exchange of animals.

⁵⁸¹ O. Tempeleide 160 (= O. Leiden 285): (*sh ...*) *dd h3t=j mtr (n) mdt nb ntj hrj* ‘(Has written NN) saying: my heart is satisfied with every word written above’.

⁵⁸² For this list, see Appendix 5b, wherein the oaths supposedly written by the same scribe, as suggested by Kaplony-Heckel, are collected, along with the place and the year in which the oath was written. These last two elements, i.e. place and date, seem to match in most cases, showing that the writing of several oaths by the same scribe, although nameless, operating in Thebes or Pathyris in given years could have been possible.

⁵⁸³ This is the case of the temple oaths published in her *Tempeleide* and those edited in *FuB* 10 (1968), whereas her later publication of temple oaths in *Enchoria* 21 (1994) provide photographs of the texts.

other dates may be mentioned in the same oath: the date appointed for the future oath-taking included in the protocol (Id), as already seen (p. 120), and, as we will see (p. 156), the date of the postscript (VIIc), noting when the oath had actually been taken.⁵⁸⁴

While the date planned for the actual swearing at the temple is a standard component of the protocol in both the Theban and Pathyris oaths (Id), the date of the oath redaction (Vb) and the date in the postscript (VIIc) are optional components of clauses V and VII. Yet the formulation of the date is the same in all three clauses (Id, Vb, VIIc): the year, month and day are all indicated (in that order), but there is no mention of the reigning king. Although temple oaths list only regnal years, it is well known that they probably extend from Ptolemy VI to Augustus.⁵⁸⁵

Based on those oaths that provide the date on which the oath was written (Vb) along with either the date in the protocol (Id: future oath-taking) or the date in the postscript (VIIc: actual oath-taking), we can conclude that many oaths were written on the same day as they were to be sworn. It was not uncommon, however, to have one or more days separating the redaction of the oath on ostrakon from its utterance at the temple, as already pointed out.⁵⁸⁶

⁵⁸⁴ When both are given, the date in the protocol and that in the postscript are mostly the same. See for example O. Tempeleide 29.

⁵⁸⁵ See Kaplony-Heckel, *Tempeleide*, p. 19-20.

⁵⁸⁶ Kaplony-Heckel, *ibidem*, p. 29: a comprehensive survey is provided listing examples of temple oaths to be sworn between one and eight days after being written down onto the ostrakon. The lapse in time separating the writing of the oath and the actual oath-taking at the temple only exceeds eight days a few times: P. Erbstreit dossier 19 (2 months); O. Tempeleide 43: (3 months?). See also the pre-Ptolemaic P. Louvre E 7848 (21 days), a precursor to our temple oaths, for which see Chapter 2, ex. 46, p. 74.

3.3.3 The Trustee (Clause VI, Thebes; Pathyris: ὀρκωμότης)⁵⁸⁷

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

In about one third of the known temple oaths from the Theban area the oath is said to be ‘given into the hand of’, i.e. entrusted to a third party.⁵⁸⁸ This clause is classified in Table 1 as clause VI, the Trustee, and usually appears after the consequences of the oath (IV) or after the mention of the scribe of the oath (V), if there is one. Clause VI is formulated as follows:

Provenance	Demotic oaths	Greek oaths
Thebes	<i>tw(=w) p3 ʿnh r dr.t ... (s3 ...)</i> <i>The oath has been given into the hand of I (son of K)</i>	δ’ ὀρκωμότης <i>Through the ὀρκωμότης</i>
Pathyris	not attested	not attested cf. P. Grenf. I 11, col. II 16-17: συναπεστείλαμεν αὐτοῖς ὀρκωμότη[ν] Θοτοσύτην Θοτορταίου ᾧ καὶ γράψαντες τὸν ὄρκον ἐδώκαμεν <i>‘We sent along with them (the parties) the ὀρκωμότης Thotsutes, son of Thotortaïos, to whom we also entrusted the oath after writing it’</i>

The word ‘oath’ in the Demotic clause *tw(=w) p3 ʿnh r dr.t ... (s3) ...* ‘*The oath has been given* (lit. ‘*they have given the oath ...*) *into the hand of I, son of K*’, supposedly refers to the ‘ostracon bearing the oath’, meaning the text of the oath that was put in writing before the parties went to the temple for the actual swearing.⁵⁸⁹

⁵⁸⁷ Demotic oaths including clause VI, the trustee (all from the Theban area): O. Tempeleide 4, 5, 8, 10, 15, 17, 19, 21, 25, 31, 32, 35, 43, 44, 45, 57, 60, 66, 87, 90, 97, 100, 106, 123, 124, 128, 129, 138, 145, 149, 171, 177, 186, 188, 194, 196, 197, 207, 208; O. FuB 10, p. 153, nr. 14; p. 155, nr. 16; p. 159, nr. 20; p. 165, nr. 26; p. 168, nr. 29; O. Leiden 278, 308, 310, 312; O. ZÄS 109, p. 122; O. BIFAO 96, p. 3; O. P. L. Bat. 26, 57; O. Brooklyn 121, 127. Greek oaths: O. Tait Bodl. 275 and P. Grenf. I 11 (a Greek dossier mentioning an oath). Most of the aforementioned Demotic oaths also include clause III (assertion of truthfulness) and are to be sworn before the Bull of Medamud ‘*at the gate of Djeme in the temple of Montu-Lord-of-Medamud*’.

⁵⁸⁸ According to Vleeming, *Ostraka Varia*, p. 135, and note 22, the clause mentioning the trustee appears in about a third of the known temple oaths from Djeme, and occasionally in oaths from other temples in the Theban area. However, about half of the oaths that Vleeming classified as being from Djeme are to be sworn before the Bull of Medamud ‘*at the gate of Djeme in the temple of Montu-Lord-of-Medamud*’ and therefore in my opinion were actually taken in Medamud itself (and thus not in Djeme/Medinet Habu). See above, p. 118 and Chapter 4, p. 201.

⁵⁸⁹ As can also be inferred from O. BM EA 20293 (unpublished, quoted by Kaplony-Heckel, *Tempeleide* (1963), p. 384): *[tw=w] p3 bk n p3 ʿnh r dr.t ...* ‘*the document of the oath [has been given] into the hand of ...*’.

The person to whom the ostrakon bearing the oath-text was entrusted is mentioned by name, at times with his patronymic, but there is usually no addition of a title or a profession.⁵⁹⁰ So it is unknown who this trustee was and what kind of relationship he had with the litigants. However, the fact that he was mentioned by name but without any official title, could indicate that he was well known to the parties, possibly a mutual acquaintance⁵⁹¹ or an influential person in the community, in any case someone who was trusted by both the oath-taker and his opponent. In a few temple oaths the trustee is said to be *p3 rd* (*the representative*) or *p3 šms* (*the attendant*), with both probably acting on behalf of the authorities.⁵⁹² Both officers are also occasionally mentioned if the oath was refused.⁵⁹³ In one case, the trustee seems to be the *lesonis* of the temple.⁵⁹⁴ Sometimes the oath is said to be given to one of the parties or ‘to the two men’, probably the defendant and the plaintiff.⁵⁹⁵

In the Greek temple oaths, there is no exact parallel of clause VI. However, in one of these, O. Tait Bodl. 275 (Thebes) and in P. Grenf. I 11 there is a mention of ὀρκωμότης (see table above).⁵⁹⁶ The position of the quoted passage from O. Tait Bodl. 275 in the oath format agrees with that usually taken up by the trustee in Demotic oaths (after the consequences of the oath or the scribe’s signature). The passage from P. Grenf. I 11 is especially relevant, however, clearly stating that a third person, mentioned by name and identified as ὀρκωμότης, was sent along with the parties to the temple,⁵⁹⁷ after being entrusted with the oath-text written by the official taking part in the dispute resolution. Based on this text, one may conclude that the trustee mentioned in the Demotic oaths and the ὀρκωμότης in the Greek sources had at least one task in common, namely being entrusted with the ostrakon bearing the oath-text. Their subsequent task was most probably to safeguard this ostrakon while accompanying the disputing parties to the temple designated for the oath-taking, as described in P. Grenf. I 11.

But what exactly does the term ὀρκωμότης mean? And does its meaning provide more insight into his role at the temple? The literal translation is ‘the juror’, i.e. ‘the one taking the oath’. However, there is a similar word ὀρκωτής meaning ‘the officer who administers the oath’.⁵⁹⁸ Both could apply to the role of the ὀρκωμότης throughout the oath-taking ceremony. He probably read the text of the oath aloud it when parties were unable to do so themselves,

⁵⁹⁰ A list of the trustees is provided below in Appendix 6, p. 174.

⁵⁹¹ Note that in P. Grenf. I 11 the trustee bears the same name as the son of the plaintiff while in O. Tempeleide 4 the trustee and the oath-helper share the same name (are they one and the same person?).

⁵⁹² Respectively O. Tempeleide 149 and O. Tempeleide 123, 129, 145 (?). See also Chapter 4, p. 196.

⁵⁹³ O. Tempeleide 147 (*p3 rd*); O. Tempeleide 119 (= O. Leiden 283); O. FuB 10, p. 176, nr. 36; O. Cairo MH 2984 (*p3 šms*).

⁵⁹⁴ O. Tempeleide 35 (= P. Amenotes 11).

⁵⁹⁵ Respectively O. Tempeleide 31, 90, and O. Tempeleide 44; O. Strasb. 1917 (quoted by Kaplony Heckel, *Tempeleide* (1963), p. 400-401).

⁵⁹⁶ For the translation and commentary of O. Tait Bodl. 275, see Chapter 5, text 18, p. 289-290. For P. Grenf. I 11, see Chapter 4, Appendix 1. Note that P. Grenf. I 11 reports a case solved by a decisory temple oath in Pathyris/ Krokodilopolis, where so far no clause VI is attested in the surviving oaths.

⁵⁹⁷ The temple is mentioned in in P. Grenf. I 11, col. II, 14-15.

⁵⁹⁸ Liddell and Scott, *Lexicon*, p. 1252.

due to e.g. illiteracy or language barriers. Demotic oaths do not use the exact or literal word for trustee (*ḥrḥt*); they prefer to use a phraseology describing that (the ostracon with) the oath was entrusted to a specific person, often mentioned by name. However, the regular mention of clause III (assertion of truthfulness) along with the trustee (VI) in the same oaths seems to suggest that a third person, by analogy with the ὁρκωμότης presumably the trustee himself, read the oath-text aloud while the designated oath-taker solemnly confirmed what the trustee had recited by saying that the oath was true.⁵⁹⁹ Remarkably, as noted earlier (p. 111), this seems to happen with female oath-takers especially, perhaps due to the lower rate of literacy of Egyptian women compared to that of men.

Interestingly, 95% of the oaths mentioning the trustee are sworn before Montu, the Bull of Medamud ‘at the gate (of the temple) of Djeme in the temple of Montu-Lord-of-Medamud’: in which temple and town these oaths were actually taken, in Djeme/Medinet Habu or in Medamud itself, is still a topic of debate.⁶⁰⁰ Nevertheless, the fact that a trustee was often required could be a strong indication that the parties indeed had to travel to actually take their oath in Medamud. A third party was therefore needed, to whom the ostracon bearing the oath-text could be entrusted, probably, *inter alia*, to prevent it from being tampered with along the way.⁶⁰¹

3.3.4 The Postscript (Clause VII: a, b, c; Pathyris)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

Some Demotic temple oaths from Pathyris include a postscript (clause VII) at the bottom or on the verso of the ostracon, after the parties had been at the temple. It mainly reported the outcome of the oath-taking. Up until now, clause VII is not attested in the Demotic oaths from Thebes; only one Theban Greek temple oath possibly includes a postscript.⁶⁰² Therefore, clause VII is considered a distinctive feature of oaths from Pathyris.

Of the known Demotic oaths with a postscript, five are written on papyri, all part of private archives (type C),⁶⁰³ and seven on ostraca (type B).⁶⁰⁴ One example of the same oath is

⁵⁹⁹ On the simultaneous occurrence of clause III and clause VI in the same oath, see note 587.

⁶⁰⁰ On this matter, see Chapter 4, p. 201 and above p. 118.

⁶⁰¹ For more on the trustee’s role, see § 4.2.2.4.

⁶⁰² Wilcken Chrest. 110 A. On this text, see Chapter 5, text 21, p. 295-297.

⁶⁰³ O. Tempeleide 29 (= P. Adler 17); O. Tempeleide 30 (= P. Adler 28); O. Tempeleide 36 (= P. Strasb. 12); O. Tempeleide 67 (= P. Adler 19); P. Erbstreit dossier 19.

⁶⁰⁴ O. Tempeleide 47; O. Tempeleide 180; O. Enchoria 21, p. 35, nr. 37; p. 42, nr. 42; O. Turin S. 12716 + 12850 + S. 12885 + G. 30; O. Turin 12778 + 12875 (recto + verso), for which see Chapter 5, text 3, p. 257-258; O. Turin S. 12744.

preserved both on an ostrakon and on a papyrus.⁶⁰⁵ The latter confirms the suggestion already made by Seidl that the postscript was first added to the oath's draft on the ostrakon (our type A ostrakon), that is to say to the text serving as the basis for the utterance of the oath.⁶⁰⁶ Only later was the whole text consisting of this draft and the postscript (our type B ostrakon) copied onto papyrus to be kept in a private archive as a proof of title for the winner of the dispute (our type C papyrus).

The postscript (VII) usually contains three elements, not always in the same order:⁶⁰⁷

- a. The outcome of the procedure, that is: whether the oath was taken (or not).
- b. The name of the scribe of the postscript, with or without a title.
- c. The date of the actual oath-taking.

This can be set out schematically as follows:

Components of clause VII	Demotic oaths		Greek oaths
a. Outcome of the oath-taking at the temple (bottom, recto or verso)	Pathyris	... s3 ... iw r hfijh n Ht-Hr/ p3 hw.t-ntr nb-Bhn ir=f p3 ʕnh ntj sh hrj A son of B came to the dromos of Hathor/to the temple of the Lord-of-the-Pylon (and) took the oath written above	not attested (cf. P. Grenf. I 11, col. II, 18: τοῦ δὲ ... ὁμόσαντος after NN had sworn
	Thebes	not attested	διορκείσθη ἄλλ(ος) ὄρκος Another (?) oath has been taken
b. Scribe (see Appendix 5a)	Pathyris	• sh ... (s3 ...) Has written G ¹ (son of H ¹) • sh ... (s3 ...) p3 wʕb ntj ʕk (n hw.t-ntr n Smn) Has written G ² (son of H ²), the priest who has access (to the temple of Smn)	not attested
	Thebes	not attested	not attested
c. Date	Pathyris	h3.t-sp x ibd y (sw) z year x, month y, (day) z	not attested
	Thebes	not attested	not attested

⁶⁰⁵ O. Tempeleide 172 A and B (respectively P. Rylands 36 and O. Strasb. 137 + 268): the small rare variants in the formulation of some parallel passages in the two texts are of no real significance for the contents of the oath.

⁶⁰⁶ Seidl, *Aegyptus* 32 (1952), p. 312-313.

⁶⁰⁷ O. Tempeleide 47; 67, 172 A+B report a date first, then the outcome of the oath-taking and thirdly the name of the scribe. O. Tempeleide 29 and 180 give the name of the scribe of the postscript first. O. Enchoria 21, nr. 37, p. 35 provides no date in the postscript.

VIIa. *The outcome of the oath-taking*

The outcome is formulated in the affirmative past tense, namely that the oath was actually taken. If oath-helpers (§ 3.2.3.2) supposed to swear a subsidiary oath are involved, they are also named in the postscript after the mention of the ‘main’ oath-taker, e.g. O. Turin S. 12778 + S. 12785: ‘In year 48 *Thaibis*, daughter of *Phibis*, and *Phibis*, son of *Nechoutes*, and *Panebkhouinis* son of *Nechoutes*, and *Horus*, son of *Nechoutes*, her children, came to the temple of *Nebkhounis* and took the oath written above’.⁶⁰⁸ Oath-helpers can also be identified by their relationship to the oath-taker (i.e. his wife, mother, sister, brother etc.) instead of noting their personal name, as in O. Tempeleide 36: ‘*Pakoibis* son of *Patous* and his wife went to the *dromos* of *Hathor*; they took the oath written above’.

On this particular part of the postscript Seidl noted that: “dieser Bestandteil kann nun zu einer richtigen συγγραφὴ ἀποστασίου (i.e. a cession or quitclaim) werden”.⁶⁰⁹ In fact, by noting that the oath-taker has taken the oath, it is implied that he also won the case and thus his opponent has to withdraw all claims on, for example, a disputed object, of which he has become the rightful owner after swearing his oath. That is probably why the whole formula of the oath with the postscript first drawn up on ostrakon was copied down onto papyrus, a material traditionally used for long-term preservation: to be kept as a title of proof in a private archive.

While the Demotic oaths with a postscript follow, with some small variations, the example of O. Tempeleide 36, the postscript of O. Tempeleide 172 A+B shows a *unicum*. Apparently, after going to the temple, the opponent does not seem to require the oath from the oath-taker anymore, but also makes a counter proposition to settle their dispute amicably.⁶¹⁰ A peculiar example is Wilcken Chrest. 110 A, the only oath written in Greek (Thebes), which possibly includes the Greek counterpart of clause VII, although apparently referring to the swearing of another (?) oath.⁶¹¹

VIIb. *The scribe of the postscript*⁶¹²

The scribe of the postscript can be mentioned by name (with or without patronymic),⁶¹³ or by both his name and his title. In the latter case he is usually identified as *p3 w3b ntj 3k (n hwt-ntr n Smn)* ‘the priest who has access (to the temple of Smn)’, a well-known title in Pathyris and

⁶⁰⁸ See Chapter 5, text 4, p. 259-260. In the postscript of O. Tempeleide 30 the oath-helpers, mentioned by name in clause IVaa, are concisely indicated as the oath-taker’s comrades (*nj=f irj.w*).

⁶⁰⁹ Seidl, *Eid*, p. 9.

⁶¹⁰ The dispute concerned, among other things, a mirror, probably part of a pledge/loan security for a promised loan. For the contents of this oath, see previous p. 126 and Vandorpe and Waebens, *Reconstructing Pathyris’ Archives*, p. 148-158.

⁶¹¹ On this text, see above, note 602. About P. Grenf. I, 11 (Pathyris): the outcome of the oath-taking ceremony at the temple is known, but we do not know whether this had been noted in the postscript as no oath-text has been preserved. See also Chapter 4, Appendix 1 (§ 4.5.1).

⁶¹² A list of the scribes known by name is given below in Appendix 5a, p. 172.

⁶¹³ O. Tempeleide 30, 36, 47, 172 A+B (?); O. Enchoria 21, p. 35, nr. 37 and p. 42, nr. 42.

Krokodilopolis.⁶¹⁴ In one case the scribe is *p3 mr-šn 'the lesonis'*.⁶¹⁵ It is not surprising that the scribe of the postscript was indeed a priest of the temple designated for the oath-taking, as the latter is really “eine priesterliche Angelegenheit”.⁶¹⁶

A few texts provide both the names of the scribe of the oath (V) and of the scribe of the postscript (VII); these are clearly two different people, attesting two different stages of the procedure.⁶¹⁷ As already mentioned, the postscript was added at a further stage in the procedure, usually by a priest associated with the temple of oath-taking, after the parties went to the temple carrying the previously drafted ostrakon type A (according to our classification) or ‘Eidesprogramm’ (following Seidl’s definition). In oaths reporting only the name of the scribe of the postscript, the handwriting of the postscript (VII) is usually different from the handwriting of the oath (I to VI) meaning that two scribes had been involved in the procedure.⁶¹⁸

Finally, O. Tempeleide 29 (sworn at the temple of Sobek in Krokodilopolis, 94/93 B.C.) and O. Tempeleide 36 (sworn on the dromos of the temple of Hathor in Pathyris, 88/87 B.C.) show that most probably the same scribe Nechoutes son of Patous was involved in an oath procedure at least twice, first as the *p3 wcb ntj ʕk 'the priest who has access'* noting the outcome (O. Tempeleide 29), and a few years later acting as the scribe of the oath in Pathyris (O. Tempeleide 36).⁶¹⁹

VIIc. *The date of the actual oath-taking*⁶²⁰

The formulation of the date in the postscript is the same as in the protocol (Id) and the scribe of the oath (Vb): the year, the month and day are given in this order without mentioning the reigning king, although we know that temple oaths probably extend from Ptolemy VI to August (see above, p. 120).

When comparing the date planned for taking the oath and that of the actual oath-taking, provided that both dates are recorded, they are not always the same. As noted earlier (p. 121), in one case the actual oath-taking took place a few days later than planned, and in two cases, for reasons unknown, even a few months later.⁶²¹

⁶¹⁴ O. Tempeleide 29 (*p3 wcb ntj ʕk n ḥw.t-ntr n Smn*), 67; O. Turin S. 12778 + S. 12875 (*p3 wcb ntj ʕk*).

⁶¹⁵ O. Tempeleide 180.

⁶¹⁶ Seidl, *Aegyptus* 32 (1952), p. 315, and also *ibidem*: “... bleibt es einleuchtend, dass die Rituell richtige Abnahme des Eides nur von einem Priester vorgenommen werden kann.”

⁶¹⁷ O. Tempeleide 36 and 180. See also below Appendix 5a, p. 172.

⁶¹⁸ O. Tempeleide 29, 30, 47, 67, 172 A + B; O. Enchoria 21, p. 35, nr. 37 and p. 42, nr. 42. See Kaplony-Heckel, *Tempeleide*, p. 29. In case of O. Tempeleide 30 a couple of interesting questions arise: as this text is written on papyrus, who copied the whole text from the ostrakon type B (type A + postscript) onto a papyrus to be kept in a private archive? Are we perhaps dealing with a third scribe, different from both the oath and postscript’s scribe? And if this was indeed the case, how could Kaplony-Heckel have recognized a different handwriting in the postscript of this oath? On this matter, see § 4.2.4.2 and cf. P. Erbstreit dossier 19.

⁶¹⁹ For more on this matter, and on the oath procedure in general, see Chapter 4, esp. § 4.2.3.2 and § 4.2.4.2.

⁶²⁰ See also the date of oath-taking as mentioned in the protocol (Id) and the date of redaction of the oath (Vb), respectively p. 120-121 and p. 148-150.

⁶²¹ Respectively O. Tempeleide 47 (four days later?) and O. Tempeleide 43 and P. Erbstreit dossier 19.

3.3.5 Archival Notes (clause VIII: a, b; Thebes and Pathyris)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

In some oaths from Thebes and Pathyris, archival notes in Demotic and Greek are added to mostly on the verso of an ostrakon and on the outside of a folded papyrus, probably to aid identification.⁶²² These notes are written by different hands from the oath-text and can mainly be subdivided into two types: brief summary in Demotic or Greek added to Demotic oaths and short notes (or dockets) in Greek added to Demotic oaths.

VIIIa. Brief summary in Demotic or Greek added to Demotic oaths

The summary provides the specific identification of the type of text (i.e. oath), the oath-taker's name and the subject matter. The following is a characteristic example: *p3 bk n p3 ʕnh n N3-nht=s n P3-šr-Is.t s3 Pa-twj hr n3 iwjt.w* 'The document of the oath of Nechoutis for Psenesis, son of Patous, about the pledges.'⁶²³

These summaries occur twice on the outside of papyri, O. Tempeleide 36 and 172A from Pathyris, and once on the verso of a Theban ostrakon, O. Tait Bodl. 276. In the first two documents both the oath and the summary are written in Demotic, although in different handwritings, while the oath-text on the recto of O. Tait Bodl. 276 is written in Demotic, but the summary added on the verso is in Greek. O. Tempeleide 36 and 172A belong to family archives where they were kept for future reference and title's proof.⁶²⁴

VIIIb. Short notes in Greek added to Demotic oaths

These mostly consist of the name of one of the disputing parties (usually the oath-taker) and once of the Greek word for oath, i.e. ὅρκον (accusative). Up to the present these Greek notes or dockets only occur in ostraca from Thebes. In six cases they occur on the verso (O. Tempeleide 93 and 138; O. BM EA 12065; O. Louvre E 7866, 8600, 10329) and in two cases below the oath-text (O. Tempeleide 86 B and 171). For instance: O. Louvre E 10329:

⁶²² Demotic oaths: O. Tempeleide 86 B, 93, 138, 171 (ostraca); O. BM EA 12065; O. Louvre E 7866, 8600, 10329 (ostraca, quoted by Kaplony-Heckel, *Tempeleide*, p. 383, 391-392). O. Tempeleide 36 and 172A (papyri). Greek oaths: O. Tait Bodl. 276, for which see Chapter 5, text 19, p. 291-292.

⁶²³ O. Tempeleide 172 A.

⁶²⁴ O. Tempeleide 36 belongs to the archive of Harsiesis, son of Schotes (= TM ID 98) from Pathyris, 110-88 B.C.; O. Tempeleide 172 A is part of the archive of Pelaias, son of Eunous alias Nechoutes (= TM ID 180), likewise from Pathyris, 152-88 B.C.

ερμαιου του αγαθωνο [...],⁶²⁵ i.e. the name of the party on whose behalf the oath had to be taken.

Some oath-takers and their opponents in the aforementioned oaths have Greek names and were probably of Greek origin.⁶²⁶ However, the oath-text was written in Demotic, most likely because swearing a temple oath was an Egyptian practice.⁶²⁷ We do not know whether the oath was also uttered in Egyptian (maybe the oath-takers of Greek origin were bilingual), or a third person read the oath-text aloud on their behalf and they only had to confirm solemnly that it was a true oath.

The fact that the names of the parties are at times noted in Greek on the verso of the ostraca could have a twofold explanation. First, these ostraca were part of a private archive belonging to a person or family of Greek origin, who added a note of identification onto his documents in his native language. Second, the ostraca were kept in a public archive (i.e. of the authorities?) and thus the Greek notes were due to, for instance, a Greek functionary involved in archiving such texts. O. Tempeleide 93 seems to suggest the latter, as the Greek name σεντπετεχων⁶²⁸ noted on the verso is originally an Egyptian name: *T3-šr.t-P3-dj-Hnsw*.⁶²⁹

In at least two cases the Greek lines on the verso seem to have absolutely no relevance to the oath written on its recto.⁶³⁰ This could mean that those lines may have been added when the ostrakon was re-used for other purposes, maybe after being discarded.

⁶²⁵ The Greek words are written without accent or *spiritus* on the original text.

⁶²⁶ O. Tempeleide 86 B (Hermon: oath-taker), O. Tempeleide 171 (Artemidoros: oath-taker); O. Louvre E 7866 (*ijkljws* based on Kaplony-Heckel, *Tempeleide*, p. 391, oath-taker), O. Louvre E 8600 (Ptolemaios: oath-taker); O. Tempeleide 138 (Proton: opponent?); O. Louvre E 10329 (Hermaios, son of Agathon: opponent).

⁶²⁷ Although we do have a few temple oaths written in Greek (whose parties indeed have Greek names as well). See above, p. 110 and Chapter 5, texts 16-21, p. 284-297.

⁶²⁸ See note 625.

⁶²⁹ For more on this matter, see § 4.2.4.3.

⁶³⁰ O. Leiden 302 and O. Enchoria 21, p. 39, nr. 40.

3.4 APPENDICES

3.4.1 APPENDIX 1: WOMEN IN THE TEMPLE OATHS

Table a. Women as oath-takers, opponents and oath-helpers (with or without trustee)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
1	O. Temp. 1	Bull of Med.	divorce	A (defendant)	✓	
2	O. Temp. 2	Bull of Med.	divorce	NN	✓	
3	O. Temp. 3	Khonsu	divorce	NN	✓	
4	O. Temp. 4	Bull of Med.	divorce	NN	✓	✓
5	O. Temp. 5	Bull of Med.	divorce	A (defendant)		✓
6	O. Temp. 6	Bull of Med.	divorce	A (defendant)		
7	O. Temp. 7	Amun-of-the-Ogdoad	divorce	A (defendant)		
8	O. Temp. 8	Bull of Med.	divorce	A (defendant)		✓
9	O. Temp. 9	Bull of Med.	divorce	A (defendant)		
10	O. Temp. 10	The gods	divorce	A (defendant)		✓
11	O. Temp. 11	Khonsu	divorce	A (defendant)		
12	O. Temp. 12	Khonsu	divorce	A (defendant)	✓	
13	O. Temp. 13	Bull of Med.	divorce	A (defendant)	✓	
14	O. Temp. 14	[...]	divorce	A (defendant)		
15	O. Temp. 15	Bull of Med.	divorce	A (defendant)		✓
16	O. Temp. 16	Bull of Med.	divorce	A (defendant)		
17	O. Temp. 17	Bull of Med.	divorce	A (defendant)	✓	✓
18	O. Temp. 18	Bull of Med.	divorce	B (plaintiff)		
19	O. Temp. 19	Bull of Med.	divorce	A (defendant)	✓	✓
20	O. Temp. 20	[...]	divorce (?)	A (defendant?)		
21	O. Temp. 21	[...]	divorce	A (defendant)	✓	✓
22	O. Temp. 22	Bull of Med.	divorce	A (defendant) D (plaintiff)		
23	O. Temp. 23	Amun-of-the-Ogdoad	dowry dead woman	A (mother of dead woman ?)		
24	O. Temp. 26	Amun-of-the-Ogdoad	purgatory oath (misappropriation)	D (plaintiff)	?	
25	O. Temp. 28	Sobek	inheritance (land)	A (defendant) D (plaintiff) NN (wife of A)		
26	O. Temp. 30	Sobek	payment (for land)	F (wife and daughter of A)		
27	O. Temp. 32	Bull of Med.	payment (for land)	D (plaintiff)	✓	✓
28	O. Temp. 33	Bull of Med.	inheritance (house)	A (defendant) D (plaintiff)		

Table a. Women – continued (2)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
29	O. Temp. 37	Djeme	inheritance	D NN		
30	O. Temp. 40	Bull of Med.	?	NN		
31	O. Temp. 41	Bull of Med.	income shrine Montu	D (plaintiff)		
32	O. Temp. 42	Sobek	legacy of a man	A (plaintiff) D (defendant)		
33	O. Temp. 43	Bull of Med.	purgatory oath (theft)	A (defendant)	✓	✓
34	O. Temp. 44 (= O. Leiden 284)	Geb/Kronos	payment (for a cow) and cession	D (plaintiff) F (wife of A)	✓	✓
35	O. Temp. 46	Bull of Med.	proof of ownership	D	✓	
36	O. Temp. 47	Sobek	right of disposal (mare and foals)	F (wife of A)	✓	
37	O. Temp. 49	Khonsu	payment (for mare's foals)	D (plaintiff)		
38	O. Temp. 55	Amun-of- the-Ogdoad	payment (based on a document)	D (plaintiff)		
39	O. Temp. 58	Amun-of- the-Ogdoad	barley	A (plaintiff)		
40	O. Temp. 59	Unknown	delivery of wheat	D (plaintiff)		
41	O. Temp. 61	Amun-of- the-Ogdoad	debt (wheat)	A (defendant) D (plaintiff)		
42	O. Temp. 65	Amun-of- the-Ogdoad	inheritance (about a document and wheat)	A (defendant) D (plaintiff) NN (mother)		
43	O. Temp. 67	Sobek	debt and cession	F (?)		
44	O. Temp. 71	Montu-Lord- of-Thebes	debt (wheat) and pledge	D (plaintiff)	✓	
45	O. Temp. 72	Amun-of- the-Ogdoad	pledge	A (defendant)		
46	O. Temp. 73	Khonsu	debt/liability	A (defendant) NN (dead mother)		
47	O. Temp. 76	Amun	debt	A (defendant) D (plaintiff)		
48	O. Temp. 80	Bull of Med.	payment (for wheat)	A (defendant)		
49	O. Temp. 88	Bull of Med.	purgatory oath (lease)	F (wife of A)	✓	✓

Table a. Women – continued (3)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
50	O. Temp. 93	Bull of Med.	purgatory oath (theft of crops)	A (defendant)	✓	
51	O. Temp. 94	Amun-of- the-Ogdoad	payment and delivery of wheat	A (defendant)		
52	O. Temp. 99	Bull of Med.	delivery of wheat	A (plaintiff)	✓	
53	O. Temp. 106	Bull of Med.	purgatory oath (theft of deposit)	A (defendant) D (plaintiff)		✓
54	O. Temp. 109	Bull of Med.	purgatory oath (theft of figs)	A (defendant)		
55	O. Temp. 113	Bull of Med.	purgatory oath (wheat and barley)	A (defendant)		
56	O. Temp. 114	Bull of Med.	purgatory oath (money and wheat)	A (defendant)	✓	
57	O. Temp. 124	Bull of Med.	purgatory oath (theft of varia)	A (defendant)	✓	✓
58	O. Temp. 127	Montu	bread	A (defendant)	✓	
59	O. Temp. 128	Bull of Med.	trade	F (wife of A)	✓	✓
60	O. Temp. 130	Bull of Med.	wine	NN		
61	O. Temp. 143	Bull of Med.	payment (for slaves)	A (defendant)	✓	
62	O. Temp. 145	Bull of Med.	deposit	D (plaintiff)	✓	✓
63	O. Temp. 146	The gods	payment of debt	D (plaintiff)		
64	O. Temp. 151	Amun-of- the-Ogdoad	debt (money)	A (defendant)		
65	O. Temp. 152	Sobek	debt (money)	D (plaintiff)		
66	O. Temp. 153	Khonsu	debt (money)	D (plaintiff)		
67	O. Temp. 154	Bull of Med.	loan (money)	A (defendant) D (plaintiff)	✓	
68	O. Temp. 162 A	Bull of Med.	payment (money)	A (witness)	✓	
69	O. Temp. 166	Khonsu	money	A (defendant) D (plaintiff)	✓	
70	O. Temp. 167	Montu	payment	D (plaintiff)		
71	O. Temp. 168	Khonsu	sale (clothing)	A (defendant)		
72	O. Temp. 170	Amun-of- the-Ogdoad	pledge of a door	A (defendant)		
73	O. Temp. 173	Bull of Med.	pledge	A (defendant) D (plaintiff)		
74	O. Temp. 176	Bull of Med.	a necklace	A (defendant) D (plaintiff)	✓	✓
75	O. Temp. 178	Amun-of- the-Ogdoad	clothing (<i>inw</i>)	A (defendant)		

Table a. Women – continued (4)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
76	O. Temp. 182	Bull of Med.	clothing (<i>inw</i>)	D (plaintiff) NN		
77	O. Temp. 185	Bull of Med.	clothing and money	D (plaintiff)		
78	O. Temp. 187	Sobek	purgatory oath (theft of varia)	F (wife & sister of A)		
79	O. Temp. 189	Bull of Med.	funerary items	NN (mother & aunt of A)		
80	O. Temp. 196	Bull of Med.	purgation oath (theft)	A (defendant)	✓	✓
81	O. Temp. 198	Sobek	oven	A (plaintiff) D (defendant)		
82	O. Temp. 199	Amun-of-the-Ogdoad	theft	A (defendant: mother on behalf of her son) D (plaintiff)		
83	O. Temp. 200	Bull of Med.	purgatory oath (theft of a vessel)	A (defendant) D (plaintiff)	✓	
84	O. Temp. 201	Bull of Med.	two objects	A (defendant) NN	✓	✓
85	O. Temp. 202	Amon-of-the-Ogdoad	an object	A (defendant)		
86	O. Temp. 206	Sobek	purgatory oath (theft)	F (wife of A)		
87	O. Temp. 208	Geb/Kronos	purgatory oath (misappropriation)	A (defendant) D (plaintiff)		✓
88	O. Temp. 211	Bull of Med.	beating/inflicting injury	D (plaintiff) F (wife of A)	✓	
89	O. Temp. 215	Bull of Med.	purgatory oath (damage to a dike)	F (daughter of A)		
90	O. Temp. 224	Amun-of-the-Ogdoad	purgatory oath (beating)	NN		
91	O. FuB 10, p. 141, 141, nr. 5	Bull of Med.	money	A (defendant)	✓	✓
92	O. FuB 10, p. 142, nr. 6	Amun-of-the-Ogdoad	money	A (defendant) NN (sister of A)		
93	O. FuB10, p. 154, nr. 15	Khonsu	wheat	NN (mother of D)	✓	
94	O. FuB10, p. 163, nr. 24	Amun-of-the-Ogdoad	damage to a house (?)	NN (wives of A ¹ +A ²)		
95	O. FuB 10, p. 167, nr. 28	Bull of Med.	money	A (defendant?)		
96	O. FuB 10, p. 170, nr. 31	Bull of Med.	divorce	A (defendant)	✓	
97	O. FuB10, p. 172, nr. 32	Bull of Med.	divorce	A (defendant)		

Table a. Women — continued (5)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
98	O. FuB 10, p. 173, nr. 33	Montu	divorce	A (defendant)		
99	O. FuB 10, p. 174, nr. 34	Montu	divorce (?)	A (defendant) F (relation to A unknown)		
100	O. FuB10, p. 175, nr. 35	[...]	(share of the) harvest	A (defendant?)		
101	O. Leiden 289	[...]	[...]	A (defendant?)	✓	✓
102	O. Leiden 298	[Hathor?]	things (<i>nkt.w</i>)	A (defendant?) NN		
103	O. Leiden 299	Montu-Lord-of-Medamud	[...]	A (defendant?)		
104	O. Leiden 321	Bull of Med.	concerning NN?	NN (plaintiff's wife?)		
105	O. Enchoria 21, p. 37, nr. 38	Sobek	a cow	A (defendant) NN (sister of D)		
106	O. Enchoria 21, p. 43, nr. 43	Sobek	payment	NN		
107	O. Enchoria 21, p. 44, nr. 44	Sobek	(share of a) house	D (plaintiff) F (relation to A unknown)		
108	O. Turin G. 5	Sobek	divorce	A (plaintiff)		
109	O. Turin S. 12702+ S.12818	Sobek	divorce	A (defendant)		
110	O. Turin S. 12716+ S. 12850+S. 12885+ G.30	Sobek	divorce(?)	D (plaintiff)		
111	O. Turin S. 12778+ S. 12875	Sobek	debt	A (defendant)		
112	O. Turin S. 12666	Sobek	money	A (?)		
113	O. Turin S. 12814+ S. 12818	Sobek	sale of (?)	A (plaintiff) D (defendant)		
114	O. Turin 12694 B	Sobek	wheat	F (mother & sister of A?)		
115	O. Tait Bodl. 273	Herakles	payment of debt	A (defendant)		
116	O. Tait Bodl. 274	Geb	document in deposit	NN (wife of A & daughter of D)		
117	O. Tait Bodl. 276	not mentioned	things concerning a man and a woman	NN		
118*	O. Ashm. Mus. 8	Bull of Med.	[...]	A	[...]	[...]
119*	O. Ashm. Mus. 10	Bull of Med.	[...]	A	[...]	[...]
120*	O. Bodl. Libr.171	Bull of Med.	[...]	A	[...]	[...]
121*	O. Bodl. Libr. 380	Khonsu	wine	A		

Table a. Women — continued (6)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
122*	O. Bodl. Libr. 734	?	wheat and money	A		
123*	O. Bodl. Libr. 862	Bull of Med.	[...]	A	[...]	[...]
124*	O. Bodl. Libr. 864	Khonsu	clothing (<i>gtn</i>)	D		
125*	O. Bodl. Libr. 1188	Bull of Med.	possessions (of D's father)	A		
126*	O. Bodl. Libr. 1241	Sobek	[...]	A		
127*	O. BM EA 12065	Bull of Med.	tax payment	D		
128*	O. BM EA 12578	[...]	payment	A		
129*	O. BM EA 31140	[...]	[...]	D	[...]	[...]
130*	O. BM EA 31405	Bull of Med.	pledge of objects (for money)	A, D	[...]	[...]
131*	O. BM EA 31459	Djeme?	denial of claims	A		
132*	O. BM EA 31729	Bull of Med.	wheat	D		
133*	O. BM EA 31928	Montu	[...]	A	[...]	[...]
134*	O. BM EA 31986	Khonsu	payment (wheat)	A		
135*	O. BM EA 43594	Bull of Med.	purgatory oath (stealing?)	A, D		
136*	O. Cairo MH 2874	Djeme	wheat	D		
137*	O. Cairo MH 2984	Amun	[...]	A, D	[...]	[...]
138*	O. Cairo MH 3655	Amun-of-the-Ogdoad	divorce	A		
139*	O. Cairo MH 4208	Amun-of-the-Ogdoad	[...]	D	[...]	[...]
140*	O. Cairo CG 51252	Sobek	money (?)	A		
141*	O. Cairo CG 51450	Sobek	money and a house	D		
142*	O. Heidelberg 460	Amun-of-the-Ogdoad	clothing	A		
143*	O. Louvre E 9058	Bull of Med.	a box (?)	A		
144*	O. Louvre (no inv. nr.)	Bull of Med.	objects and money	A, D (?)		
145*	O. Malinine (no inv. nr.)	Amun-of-the-Ogdoad	purgatory oath	A		
146*	O. Strasb. 112	Amun-of-the-Ogdoad	(?)	A, D		
147*	O. Strasb. 152	[...]	pledge	D		
148*	O. Strasb. 192	Bull of Med.	purgatory oath (stealing)	A		
149*	O. Strasb. 346	[...]	[...]	A	[...]	[...]
150*	O. Strasb. 575	Khonsu	debt (after death of D' mother)	D (plaintiff)		
151*	O. Strasb. 614	Khonsu	wheat	A		

Table a. Women — continued (7)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
152*	O. Strasb. 668	Bull of Med.	[...]	A	[...]	[...]
153*	O. Strasb. 708	Khonsu	[...]	D		
154*	O. Strasb. 771	[...]	deposit	A (witness)		
155*	O. Strasb. 1693	Montu	[...]	A		
156*	O. Strasb. 1766	Bull of Med.	money	A		
157*	O. Strasb. 1855	Amun-of-the-Ogdoad	[...]	A		
158*	O. Strasb. 1930	Amun	object	A		
159*	O. Strasb. 1949	Bull of Med.	[...]	A		
160*	O. Strasb. 1951	Bull of Med.	pledge/stealing	A (on behalf of her son)		
161*	O. UCL (no inv. nr.)	Amun-of-the-Ogdoad	money	D		
162*	O. Zürich 1836	Sobek	accomplishment of a job (?)	A		

* Fragmentary and still unpublished temple oaths: mentioned by Kaplony-Heckel, *Tempeleide* (1963), p. 379-403.

3.4.2 APPENDIX 2: GODS AND TEMPLES FOR SWEARING A TEMPLE OATH (clause Ic and IIa)

Table a. Gods and temples for swearing a temple oath in Thebes (east bank)

God invoked in the oaths	Place of oath-taking (as mentioned in the oaths)	Location/Temple
<i>Imn-nswt-t3.wj-Ipj</i> <i>Amun-king-of-the-two-Lands-in-Opet</i>	<i>inh (?) n Imn</i> courtyard (?) of Amun	Opet (Luxor) [Temple of Amun]
<i>Mnt</i> Montu	<i>m-b3h Mnt</i> before Montu	Karnak [Temple of Montu]
	unknown	unknown
<i>Mnt-nb-W3s.t</i> <i>Montu-Lord-of-Thebes</i>	<i>pr Mnt</i> temple of Montu	Karnak [Temple of Montu]
	<i>pr Mnt-(nb)-W3s.t</i> temple of Montu-(Lord)-of-Thebes	Karnak [Temple of Montu]
<i>Hnsw</i> Khonsu	<i>m-b3h Hnsw</i> before Khonsu	Karnak [Temple of Khonsu]
	<i>m-b3h Hnsw-m-W3s.t-Nfr-htp</i> before Khonsu-in-Thebes-Neferhotep	Karnak [Temple of Khonsu]
	<i>pr Hnsw-m-W3s.t</i> temple of Khonsu-in-Thebes	Karnak [Temple of Khonsu]
	<i>pr Hnsw-m-W3s.t-Nfr-htp</i> temple of Khonsu-in-Thebes-Neferhotep	Karnak [Temple of Khonsu]
	<i>pr Hnsw-nb-ḥc</i> temple of Khonsu-Lord-of-the-length-of-life	Karnak [Temple of Khonsu]
	unknown	unknown
<i>Ἡρακλῆς</i> <i>Herakles (= Khonsu)</i>	<i>ἐπὶ τοῦ Ἡρακλείου</i> at the Herakleion	Karnak [Temple of Khonsu]
	<i>ἐπὶ τοῦ Χεσεβαίου</i> at the Khesebaieion	Karnak [Temple of Khonsu]
<i>Hnsw-m-[W3s.t]</i> <i>Khonsu-in-[Thebes]</i>	<i>pr Hn[sw-m-W3s.t]</i> temple of Khon[su-in-Thebes]	Karnak [Temple of Khonsu]
<i>Hnsw-m-W3s.t-Nfr-htp</i> <i>Khonsu-in-Thebes-Neferhotep</i>	<i>pr Hnsw-m-W3s.t</i> temple of Khonsu-in-Thebes	Karnak [Temple of Khonsu]
<i>Hnsw [...]</i> <i>Khonsu [...]</i>	<i>pr Hnsw-nb-ḥc</i> temple of Khonsu-Lord-of-the-length-of-life	Karnak [Temple of Khonsu]
<i>Hnsw-nb-ḥc</i> <i>Khonsu-Lord-of-the-length-of-life</i>	<i>m-b3h Hnsw-nb-ḥc</i> before Khonsu-Lord-of-the-length-of-life	Karnak [Temple of Khonsu]
<i>Hnsw-nb-ḥc-m-W3s.t</i> <i>Khonsu-Lord-of-the-length-of-life-in-Thebes</i>	<i>pr Hnsw-nb-ḥc-m-W3s.t</i> temple of Khonsu-Lord-of-the-length-of-life-in-Thebes	Karnak [Temple of Khonsu]

Table b. Gods and temple for swearing a temple oath in Thebes (west bank)

God invoked in the oaths	Place of oath-taking (as mentioned in the oaths)	Location/Temple
<i>Imn</i> <i>Amun</i>	<i>pr / pꜣ (n) Dmꜣ</i> <i>temple (of) Djeme</i>	Medinet Habu [temple of Amun]
	<i>ḥftjḥ n Dmꜣ</i> <i>dromos of Djeme</i>	Medinet Habu [temple of Amun]
<i>Imn-nꜣj.w-Ḥmn-iw</i> <i>Amun-of-the-Ogdoad</i>	<i>inh (?) n Dmꜣ</i> <i>courtyard (?) of Djeme</i>	Medinet Habu [temple of Amun]
	<i>pr / pꜣ (n) Dmꜣ</i> <i>temple (of) Djeme</i>	Medinet Habu [temple of Amun]
	<i>ḥftjḥ n Dmꜣ</i> <i>dromos of Djeme</i>	Medinet Habu [temple of Amun]
	<i>ḥftjḥ n pr Dmꜣ</i> <i>dromos of the temple of Djeme</i>	Medinet Habu [temple of Amun]
<i>Dmꜣ</i> <i>Djeme</i>	<i>m-bꜣḥ Dmꜣ</i> <i>before Djeme</i>	Medinet Habu [temple of Amun]
	<i>pr Dmꜣ</i> <i>temple of Djeme</i>	Medinet Habu [temple of Amun]
	<i>ḥftjḥ Dmꜣ</i> <i>dromos of Djeme</i>	Medinet Habu [temple of Amun]

Table c. Gods and temples for swearing a temple oath in Medamud

God invoked in the oaths	Place of oath-taking (as mentioned in the oaths)	Location/Temple
<i>Mnṯ-nb-Mtn</i> <i>Montu-Lord-of-Medamud</i>	<i>pr Mnṯ-(nb)-Mtn</i> <i>temple of Montu-(Lord-of)-Medamud</i>	Medamud (?) [temple of Montu]
	Unknown	Unknown
<i>K3 Mtn</i> <i>Bull of Medamud</i>	<i>m-b3ḥ p3 k3 Mtn</i> <i>before the Bull of Medamud</i>	Medamud [temple of Montu]
	<i>pr Mnṯ-(nb)-Mtn</i> <i>temple of Montu-(Lord-of)-Medamud</i>	Medamud [temple of Montu]
	<i>pr Dm3 n pr Mnṯ-(nb)-Mtn</i> <i>temple of Djeme in the temple of Montu-(Lord-of)-Medamud</i>	Medamud [temple of Montu]
	<i>r3 n pr Mnṯ-nb-Mtn</i> <i>gate of the temple of Montu-Lord-of-Medamud</i>	Medamud [temple of Montu]
	<i>r3 (n) Dm3</i> <i>gate (of) Djeme</i>	Medamud [temple of Montu]
	<i>r3 (n) Dm3 (n) pr Mnṯ</i> <i>gate (of) Djeme (in) the temple of Montu</i>	Medamud [temple of Montu]
	<i>r3 (n) Dm3 (n) pr Mnṯ-nb-Mtn</i> <i>gate (of) Djeme (in) the temple of Montu-Lord-of-Medamud</i>	Medamud [temple of Montu]
	<i>r3 (n) pr/p3 (n) Dm3 (n) pr/p3 Mnṯ-(nb)-Mtn</i> <i>gate (of) the temple (of) Djeme (in) the temple of Montu-(Lord-of)-Medamud</i>	Medamud [temple of Montu]
	<i>s.t (n) p3 k3 Mtn</i> <i>place (of) the Bull of Medamud</i>	Medamud [temple of Montu]
	<i>m3^c / r3 (?) [...]</i> <i>place / gate (?) [...]</i>	Medamud (?) [temple of Montu]
	<i>m-b3ḥ (?) [...]</i> <i>before (?) [...]</i>	Medamud (?) [temple of Montu]
<i>K3 nb Mtn</i> <i>Bull Lord-of-Medamud</i>	<i>pr (n) Dm3 (n) p3 Mnṯ Mtn</i> <i>temple (of) Djeme (in) the temple of Medamud</i>	Medamud [temple of Montu]

Table d. Gods and temples for swearing a temple oath in Koptos and Dendera

God invoked in the oaths	Place of oath-taking (as mentioned in the oaths)	Location/Temple
Κρόνος <i>Kronos</i> (= Geb)	ἐπὶ τοῦ ἐν Κόπ(τω) Κρονείου <i>at the Kroneion in Kop(tos)</i>	Koptos [temple of Kronos/Geb]
<i>Gb</i> Geb	<i>p3 wbi (?) n Iwnt</i> <i>the forecourt (?) of Dendera</i>	Dendera [temple of Geb?]

Table e. Gods and temples for swearing a temple oath in Pathyris and Krokodilopolis

God invoked in the oaths	Place of oath-taking (as mentioned in the oaths)	Location/Temple
<i>H.t-Hr</i> <i>Hathor</i>	<i>hw.t-ntr n H.t-Hr</i> <i>temple of Hathor</i>	Pathyris [temple of Hathor]
	<i>hw.t-ntr n Pr-H.t-Hr</i> <i>temple of Per-Hathor</i>	Pathyris [temple of Hathor]
<i>Inpw</i> <i>Anubis</i>	<i>m-bih Inpw</i> <i>before Anubis</i>	Pathyris [temple of ?]
<i>Sbk</i> <i>Sobek</i>	<i>hw.t-ntr (n) nb-Bhn.t</i> <i>temple (of) the Lord-of-the-Pylon</i>	Krokodilopolis [temple of Sobek]
	<i>hw.t-ntr (n) Bhn.t</i> <i>temple (of) the Pylon</i>	Krokodilopolis [temple of Sobek]
	<i>hw.t-ntr</i> <i>temple</i>	Krokodilopolis [temple of Sobek]
<i>Sbk nb-Bhn.t</i> <i>Sobek Lord-of-the-Pylon</i>	<i>hw.t-ntr (n) nb-Bhn.t</i> <i>temple (of) the Lord-of-the-Pylon</i>	Krokodilopolis [temple of Sobek]
Κρόνος <i>Kronos</i> (= Geb)	ἐπὶ τοῦ Κρονείου <i>at the Kroneion</i>	Krokodilopolis [temple of Kronos/Geb]

3.4.3 APPENDIX 3: TEMPLE OATHS ON PAPYRI

Table a. Temple oaths written on papyri from family archives

Oath		Dispute's subject matter	Provenance and Date	Archive
1	O. Temp. 34 = P. Amen. 13	House	Thebes, 117 B.C.	Amenothès, son of Horos (TM ID: 9)
2	O. Temp. 35 = P. Amen. 11	House	Thebes, 118 B.C.	Amenothès, son of Horos (TM ID: 9)
3	O. Temp. 37 = P. BM Reich 10079 A	inheritance (items?)	Thebes, 202 B.C.	? See also the related P. BM Reich 10079 D (cession)
4	P. Amherst 61 = P. Survey 53	Inheritance	Thebes, 114 B.C.	Theban Choachytes
5	O. Temp. 29 = P. Adler 17	Land	Pathyris, 94/93 B.C	Horos, son of Nechouthes (TM ID: 106)
6	O. Temp. 30 = P. Adler 28	Land	Pathyris, after 99 B.C.	Horos, son of Nechouthes (TM ID: 106)
7	O. Temp. 67 = P. Adler 19	document (cession?)	Pathyris, 93 B.C.	Horos, son of Nechouthes (TM ID: 106)
8	O. Temp. 36 = P. Strasb. 12	<i>pastophorion</i> (i.e. priests' accommodation)	Pathyris, 88/87 B.C.	Harsiesis, son of Schotes (TM ID: 98) See also in this archive: P. Strasb. 8 (sale contract) and P. Grenf. II 35 (Greek bank receipt) related to the same <i>pastophorion</i>
9	O. Temp. 28 = P. Erbstreit dossier 12	land/inheritance	Pathyris, 135 B.C.	Erbstreit (TM ID: 81)
10	P. Erbstreit dossier 19	land/inheritance	Pathyris, 133 B.C.	Erbstreit (TM ID: 81)
11	O. Temp. 172 A = P. Rylands 36	loan of money	Pathyris, 90 B.C.	Pelaïas, son of Eunous alias Nechouthes (TM ID: 180)
12	O. Tempeleide 216 = P. Botti 40	lease of boxes	Deir el Medina, 189-100 B.C.	Archive of Deir el Medina (personnel temple of Hathor)

3.4.4 APPENDIX 4: OATH-HELPERS IN THE TEMPLE OATHS (clause IVaa)**Table a.** Oath-helpers: gender and relationship with the ‘main’ oath-taker

Oath		Oath-helper (gender and relationship with A = oath-taker)	Subject matter	Provenance and Date
1	O. Temp. 4	a man, relationship with A: unknown	divorce (adultery)	Thebes, 123/122 B.C.
2	O. Temp. 30	wife and daughter of A	payment (land plot)	Thebes, 99 B.C. (?)
3	O. Temp. 36	wife of A	<i>Pastophorion</i>	Pathyris, 88/87 B.C.
4	O. Temp. 43	husband of A	purgatory oath (illegitimate possessions)	Thebes, late Ptol.
5	O. Temp. 44	wife of A	payment (cow) and cession	Thebes, late Ptol.
6	O. Temp. 47	wife of A	right of disposal (mare and foals)	Pathyris, 90/89 B.C.
7	O. Temp. 63	brother of A	debt (wheat)	Thebes,
8	O. Temp. 67	brother of A; a man and a woman, relationship with A: unknown	debt and cession	Pathyris, 94/93 B.C.
9	O. Temp. 96	son of A	payment (delivery of barley)	Pathyris,
10	O. Temp. 120	father of A	purgatory oath (theft of cereals)	Thebes, late Ptol.
11	O. Temp. 128	wife of A	trade (wheat/wine)	Thebes, late Ptol.
12	O. Temp. 137	wife of A	purgatory oath (theft of wine)	Thebes (?), late Ptol.
13	O. Temp. 145	sister of A	deposit of money	Thebes, 103/102 B.C.
14	O. Temp. 164	a woman, relationship with A: unknown	payment (contract/job?)	Thebes, late Ptol.
15	O. Temp. 165	mother of A; a woman, relationship with A: unknown	asset claim	Thebes, late Ptol.
16	O. Temp. 168	son of A	sale (defect clothing)	Thebes, 44/43 or 22/21 B.C.
17	O. Temp. 174	brother of A	payment (pledges)	Pathyris, 95/94 B.C.
18	O. Temp. 187	wife, sister and brother of A	purgatory oath (theft of various items)	Pathyris, 97/96 B.C.
19	O. Temp. 190	sister of A	purgatory oath (theft: tomb robbery)	Pathyris, late Ptol.
20	O. Temp. 200	brother of A	purgatory oath (theft of a vessel)	Thebes, 102/101 or 99/98 B.C.
21	O. Temp. 211	wife of A	beating/inflicting injury	Thebes, 102/101 B.C.
22	O. FuB 10, p. 135, nr. 1	daughter of A	delivery of wine	Thebes (?), 43 B.C.
23	O. FuB 10, p. 174, nr. 34	a woman, relationship with A: unknown	payment (money)	Thebes (?), 108 (?) B.C.
24	O. P.L. Bat. 26, 57	wife and son of A	beating/inflicting injury	Thebes, 175 or 111 B.C.
25	O. Ench. 21, p. 44, nr. 44	a woman, relationship with A: unknown	inheritance (house)	Pathyris, late Ptol.
26	O. Wilcken 1150	two brothers of A	inflicting an injury	Thebes, 145 or 134 B.C.
27	O. Turin S.12778 + S. 12875	three sons of A	repayment of a debt	Pathyris, 123 B.C.
28	O. Turin 12694 B.	mother and sister of A	wheat (?)	Pathyris, late Ptol.

3.4.5 APPENDIX 5: SCRIBES OF THE TEMPLE OATHS (Clause V and Clause VII)

Table a. Scribes of the oath-text and the postscript known by name (and occasionally title)

Scribe's name		Oath-text (Thebes and Pathyris)	Postscript (Pathyris)	Place and date	Texts
1	<i>ḥrstjṇ (?)</i>	✓		Thebes (date missing)	O. Temp. 157
2	<i>Wn-nfr</i> son of <i>P3-šr-Min</i>		✓	Pathyris/Krokodilopolis (90/89 B.C.)	O. Temp. 47
3	<i>P3-šr-Min</i> son of <i>Wn-nfr p3 ḥm-nṯr s[mw(?) p3 rmṯ (?) ntj šn n p3 m3^c</i>	?		Pathyris/Krokodilopolis (111 B.C.)	O. Enchoria 21, p. 39, nr. 40
4	<i>P3-dj-Ḥr-wr</i> son of <i>Sbk-[ḥtp]</i>		✓	Pathyris/Krokodilopolis (133 B.C.)	P. Erbstr. dossier 19
5	<i>P3-dj-Ḥr-sm3-t3.wj</i> son of <i>Ns-Min</i>	✓		Pathyris/Krokodilopolis (114 B.C.)	O. Enchoria 21, p. 42, nr. 42
6	<i>Pa-[...]</i> <i>p3 w^cb ntj^ck</i>		✓	Pathyris/Krokodilopolis (94/93 B.C.)	O. Temp. 67
7	<i>Pa-Gb</i> son of <i>Sbk- ḥtp</i>		✓	Pathyris/Krokodilopolis (91/90 B.C.)	O. Temp. 172 A, O. Temp. 172 B
8	<i>Pa-t3.wj</i> son of <i>Hrj.w</i>	✓ (copy)		Pathyris/Krokodilopolis (133 B.C.)	P. Erbstr. dossier 19
9	<i>Pa-t3-Is.t-3.t</i>	✓		Pathyris (127/126 B.C.)	O. Temp. 180
10	<i>N3-nḥt=f s3 P3-mr-iḥ p3 w^cb ntj^ck</i>	?	?	Pathyris/Krokodilopolis? (date missing)	O. Tur. S. 12716 + S. 12850 + S. 12885 + G. 30
11	<i>N3-nḥt=f</i> son of <i>Pa-Gb</i>		✓	Pathyris/Krokodilopolis (102 or 100 B.C.)	O. Enchoria 21, p. 35, nr. 37
12	<i>N3-nḥt=f</i> son of <i>Pa-t3.wj</i>	✓		Pathyris (88/87 B.C.)	O. Temp. 36
13	<i>N3-nḥt=f</i> son of <i>Pa-t3.wj p3 w^cb ntj^ck n ḥw.t-ntr n Smn</i>		✓	Pathyris/Krokodilopolis (94/93 B.C.)	O. Temp. 29
14	<i>Ns-nb-^cnḥ s3 Dḥwtj.w [p3 w^cb] ntj^ck</i>		✓	Pathyris/Krokodilopolis (123 B.C.)	O. Turin S. 12778 + S. 12875
15	<i>Ns-Ḥnsw (?)</i> son of <i>Wsir-wr</i>	✓		Thebes (95/94 or 62/61 B.C.)	O. Temp. 119 = O. Leiden 283
16	<i>Ḥr-s3-Is.t</i>		✓	Pathyris/Krokodilopolis (99 B.C. ?)	O. Temp. 30
17	<i>Ḥf-Ḥnsw</i> son of <i>Wsir-wr</i>	✓		Thebes (Roman Period)	O. Temp. 52
18	<i>Ḥnsw-Dḥwtj (?)</i> son of <i>P-dj-Wsr</i>		✓	Pathyris/Krokodilopolis? (date missing; Ptol. Period)	O. Turin S. 12744
19	<i>S3-Sbk</i> son of <i>P3-šr-[...]</i>		✓	Pathyris (88/87 B.C.)	O. Temp. 36
20	<i>Sbk-ḥtp</i> son of <i>H^cpj-Mn</i>		✓	Pathyris (127/126 B.C.)	O. Temp. 180
21	<i>Dḥwtj-i.ir-dj-s</i> son of <i>Ḥr=Ḥnsw (or trustee?)</i>	✓		Thebes (?) (date missing)	O. Leiden 312
22	<i>Dḥwtj-sdm</i> son of <i>Pa-wn</i>	✓		Thebes (?)	O. FuB 10, p. 180, nr. 39
23	<i>Dd-ḥr-p3-hb</i> son of <i>P3- šr-Mnw</i>	✓		Thebes (date missing; Ptolemaic Period)	O. Temp. 160 = O. Leiden 285
24	[...] son of <i>Ij-m-ḥtp</i>	✓		Thebes (?) (107/106 or 105/103 or 71/70 B.C.)	O. Temp. 57
25	<i>Pa-t3.wj(?) s3 Ḥr</i>	✓		Pathyris, Late Ptol.	O. Turin 12694 B.

Table b. Oaths by the same scribe based on the handwriting ••

Oath		Place and year of oath writing	Oath(s) by the same hand	Place and year of oath writing
1	O. FuB 10, p. 140, nr. 4	Thebes, 120 B.C.	O. Leiden 279	Thebes; 121/120 B.C.
			O. Temp. 60	Thebes; 121/120 B.C.
			O. Temp. 201	Thebes; 127/126 B.C.
2	O. Leiden 279	See 1	See 1	See 1
3	O. Temp. 38	Thebes (no date)	O. Temp. 39	Thebes; 154/153 or 143/142 B.C.
			O. Temp. 40	Thebes; 158/157 B.C.
4	O. Temp. 39	See 3	See 3	See 3
5	O. Temp. 40	See 3	See 3	See 3
6	O. Temp. 45	Thebes; 120/119 B.C.	O. Temp. 63 (?)	Thebes; 120/119 B.C.
7	O. Temp. 47	Pathyris; 90/89 B.C.	O. Temp. 95	Pathyris; 92/91 B.C.
8	O. Temp. 60	See 1	See 1	See 1
9	O. Temp. 63	See 6	See 6	See 6
10	O. Temp. 66	Thebes; 102/101 B.C.	O. Temp. 177	Thebes; 105/104 or 102/101 B.C.
11	O. Temp. 86 A	Thebes; 118/117 B.C.	O. Temp. 86 B	Thebes; 118/117 B.C.
12	O. Temp. 86 B	See 11	See 11	See 11
13	O. Temp. 87	Thebes; 123/122 B.C.	O. Temp. 136	Thebes; 139/138 B.C.
14	O. Temp. 94	Thebes; early Roman.	O. Temp. 202	Thebes; early Roman.
15	O. Temp. 95	See 7	See 7	See 7
16	O. Temp. 96	Pathyris, date?	O. Temp. 175	Pathyris; 103/102 B.C.
			O. Temp. 198	Pathyris; 105/104 B.C.
17	O. Temp. 117A	Thebes; 95/94 or 62/61 B.C.	O. Temp. 117 B	Thebes; 95/94 or 62/61 B.C.
18	O. Temp. 117B	See 17	See 17	See 17
19	O. Temp. 123	Thebes; 113/112 or 77/76 B.C.	O. Temp. 179	Thebes; 114/113 or 78/77 B.C.
20	O. Temp. 129	Thebes; 103/102 B.C.	O. Temp. 165	Thebes; (date fragmentary)
			O. Temp. 200	Thebes; 102/101 or 99/98 B.C.
21	O. Temp. 136	See 13	See 13	See 13
22	O. Temp. 162 A	Thebes; 104/103 B.C.	O. Temp. 162 B	Thebes; 104/103 B.C.
23	O. Temp. 162 B	See 22	See 22	See 22
24	O. Temp. 165	See 20	See 20	See 20
25	O. Temp. 172 A	Pathyris; 91/90 B.C.	O. Temp. 172 B	Pathyris; 91/90 B.C.
26	O. Temp. 172 B	See 25	See 25	See 25
27	O. Temp. 173	Thebes; 103/102 or 100/99 or 67/66 or 38/37 B.C.	O. Temp. 210	Thebes; 104/103 or 101/100 or 68/67 or 39/38 B.C.
28	O. Temp. 175	See 16	See 16	See 16
29	O. Temp. 177	See 10	See 10	See 10
30	O. Temp. 179	See 19	See 19	See 19
31	O. Temp. 198	See 16	See 16	See 16
32	O. Temp. 200	See 20	See 20	See 20
33	O. Temp. 201	See 1	See 1	See 1
34	O. Temp. 202	See 14	See 14	See 14
35	O. Temp. 210	See 27	See 27	See 27

•• According to Kaplony-Heckel, *Tempeleide* (1963).

3.4.6 APPENDIX 6: TRUSTEES OF THE TEMPLE OATHS (Clause VI)

Table a. Trustees known by name and/or title (in alphabetical order)

Name and/or title trustee		Demotic Oaths (all from Thebes)	God and place of oath-taking (as mentioned in the oaths)	Lapse of time (between oath redaction and oath-taking)
1	[NN] son of <i>P3-msḥ</i> (?)	O. Temp. 124	<i>Bull of Medamud; at the gate of Djeme in the temple of Montu-Lord-of- Medamud</i>	unknown (date oath redaction not mentioned)
2	<i>ḥmḥjws</i> (<i>p3 šms</i>)	O. Temp. 129	same as 1	same as 1
3	<i>ḥmns</i> (2 nd party)	O. FuB 10, p. 168, nr. 29	same as 1	same as 1
		O. Temp. 31	same as 1	same day
4	<i>ḥmns</i> son of <i>Lsjmḳws</i>	O. Temp. 97	<i>Bull of Medamud; before the Bull of Medamud</i>	same day
5	<i>ḥpll</i>	O. Temp. 5	same as 1	same as 1
6	<i>ḥplndjs</i>	O. Temp. 43	<i>Bull of Medamud; at the gate (of the temple) of Djeme in the temple of Montu- Lord-of-Medamud</i>	3 months (?)
7	<i>Imn-ḥtp</i> (?)	O. Temp. 32	same as 1	same as 1
8	<i>P3-išwr</i>	O. Temp. 106	same as 1	same as 1
		O. Temp. 197	<i>Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life</i>	unknown (date oath-taking missing; date oath redaction not mentioned)
		O. Temp. 208	<i>Geb; forecourt of Dendera</i>	unknown (date oath redaction not mentioned)
9	<i>P3-mj-ḥsj</i> (?)	O. Temp. 17	same as 1	1 day
10	<i>P3-Mnt</i> son of <i>P3-dj-Imn-Ipj</i>	O. Temp. 87	same as 1	1 day
11	<i>P3-Ḥmnw</i> son of <i>P3-šr-Ḥnsw</i>	O. Temp. 45	same as 1	same as 1
12	<i>P3-ḥrd</i> (<i>p3 rd</i>)	O. Temp. 149	same as 1	same as 1
13	<i>P3-šj</i> (?)	O. Temp. 60	same as 1	same as 1
14	<i>P3-šr-Imn</i>	O. Temp. 100	<i>Montu; temple of Montu-Lord-of- Thebes</i>	unknown (date oath redaction not mentioned)
		O. Brooklyn 127	unknown (both god's name and place of oath-taking missing)	unknown (both dates missing)
15	<i>P3-šr-Imn</i> son of <i>P3-šr-[...]</i>	O. Temp. 186	same as 1	same as 1
16	<i>P3-šr-Inpw</i>	O. Temp. 177	same as 1	same as 1
17	<i>P3-šr-Is.t</i> (oath-taker)	O. Temp. 90	same as 1	same day
18	<i>P3-šr-Ḥnsw</i> (<i>p3 šms</i> ?)	O. Temp. 145	same as 1	same as 1
19	<i>P3-šr-Ḥnm</i> son of <i>Ḥnsw-Dḥwtj</i>	O. Brooklyn 121	<i>Geb</i> ; (place of oath-taking missing)	same as 1
20	<i>P3-dj-[...]</i>	O. Temp. 10	<i>The gods who rest here; temple of Djeme in the West (?)</i>	same as 1
		O. Temp. 21	<i>(Khonsu); temple of Khonsu-Lord-of-the- length-of-life</i>	unknown (date oath redaction partially missing)

Table a. Trustees – Continued (2)

Name and/or title trustee		Demotic Oaths (all from Thebes)	God and place of oath-taking (as mentioned in the oaths)	Lapse of time (between oath redaction and oath-taking)
21	<i>P3-dj-Hnsw</i>	O. Temp. 15	same as 1	same as 1
22	<i>P3j-...</i>	O. Temp. 194	<i>Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life</i>	unknown (date oath redaction not mentioned)
23	<i>P3j-k3</i>	O. Leiden 308	<i>Bull of Medamud</i> ; unknown (place of oath-taking missing)	unknown (date oath-taking missing; date oath redaction not mentioned)
24	<i>P3j-k3 p3 hm</i>	O. FuB 10, p. 165, nr. 26	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)
25	<i>P3-Mnt</i>	O. Temp. 57	<i>Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life</i>	unknown (date oath redaction not mentioned)
26	<i>Pa-p3-dj</i>	O. BIFAO 96, p. 3	same as 1	unknown (both dates not mentioned)
27	<i>Ptlmjs</i>	O. Temp. 188	same as 1	1 day
28	<i>Ptlmjs</i> son of <i>Pa-Hr</i>	O. Temp. 196	(<i>Bull of Medamud?</i>); <i>before the Bull of Medamud</i>	unknown (date oath redaction not mentioned)
29	<i>Hbjs</i>	O. ZÄS 109, p. 122	same as 1	same day
30	<i>Hngrts</i>	O. Leiden 310	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)
31	<i>Hrjw</i> son of <i>Pa-tm</i>	O. Temp. 8	same as 1	1 day
32	<i>Hrklts</i> (oath-taker)	O. Temp. 31	same as 1	same day
33	<i>Hr-m-hb</i> son of <i>Pa- hrt.w (?)</i>	O. Temp. 128	<i>Bull of Medamud</i> ; (place of oath-taking missing)	unknown (both dates not mentioned)
34	<i>Hnsw- Dhwtj</i>	O. Temp. 25	same as 1	same as 1
		O. Temp. 171	<i>Khonsu; temple of Khonsu</i>	unknown (date oath redaction not mentioned)
35	<i>Hnsw-Dhwtj</i> son of <i>Hrjw</i>	O. Temp. 4	same as 1	same as 1
36	<i>Hnsw-Dhwtj</i> son of <i>Dhwtj-sdm</i>	O. Temp. 19	<i>Bull of Medamud; before the Bull of Medamud</i>	7 days
37	<i>šms</i> (name missing)	O. Temp. 123	<i>Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life</i>	unknown (date oath redaction not mentioned)
	<i>šms (?)</i>	O. Leiden 278	same as 1	unknown (date oath-taking missing)
38	(<i>p3</i>) s 2 (?) (the contestants?)	O. Temp. 44 (= O. Leiden 284)	<i>Geb; p3 wbi (?) n Ta-Dm3</i>	unknown (both dates not mentioned)
39	<i>Kphln</i>	O. Temp. 207	unknown (both god's name and place of oath-taking missing)	unknown (date oath-taking missing)
40	<i>Twtw</i> son of <i>P3-šr- Mnw</i> (the lesonis?)	O. Temp. 35 (= P. Amen. 11)	<i>Amun; temple of Djeme</i>	unknown (date oath redaction not mentioned)
41	<i>Twtw-htp (?)</i> son of <i>P3- hm-bk</i>	O. FuB 10, p. 155, nr. 16	unknown (both god's name and place of oath-taking missing)	unknown (date oath-taking missing; date oath redaction not mentioned)
42	<i>... tmws</i>	O. Temp. 66	same as 1	same as 1
43	<i>Tmtrjs (?)</i>	O. Temp. 138	same as 1	same as 1
44	<i>Dhwt-i.(ir-dj.t)-s</i>	O. P.L. Bat.26, 57	same as 1	same as 1
45	<i>Dhwtj-i.ir-dj-s</i> son of <i>Pa-...</i>	O. FuB 10, p. 153, nr. 14	<i>Khonsu; temple of Khonsu-in-Thebes- Neferhotep</i>	unknown (date oath redaction not mentioned)
46	<i>Dhwtj-i.ir-dj-s</i> son of <i>Hr-Hnsw</i>	O. Leiden 312 (or scribe?)	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)

CHAPTER 4

SWEARING A TEMPLE OATH: THE PROCEDURE

- 1. Introduction – 2. Phases and Stages of the Temple Oath Procedure –
3. Temple Oath Procedure and Dispute Settlement in Ptolemaic Egypt –
4. Summary – 5. Appendices: P. Grenf. I 11 and P. Mattha*

This chapter addresses the procedure underlying the swearing of a decisory temple oath to settle a dispute in Ptolemaic Egypt. All stages of the oath procedure, including the authorities involved, are dealt with: from the early stages regarding the imposing and writing of the oath-text on an ostrakon up until the oral enactment of the oath itself within the temple area, to the final stages after swearing the oath (or not), including the storage of the ostraca bearing the oath-text after the procedure had been completed. The temple oaths are also placed in the broader context of the litigation procedure in Ptolemaic Egypt, with a focus on the position and the role of the temple oaths in dispute settlement.

4.1 INTRODUCTION

4.1.1 Status Quaestionis: Previous Studies and Present Investigation

Ptolemaic temple oaths were used primarily to settle a dispute in cases where the substance⁶³¹ of the conflict could not be ascertained by documents or witnesses, and the veracity of the statements of the disputing parties could not be established or the impasse in the disagreement otherwise resolved.⁶³² The system worked on the basis of complete trust in the supernatural range of power of the oath. The function of the invocation of a divine authority was evidently to guarantee the veracity of the contents of the oath, the all-knowing god being expected to avenge any lie pronounced in his name. Punishment and retaliation by an offended god was indeed considered a real threat to the ancient Egyptians. The role of the higher authority, the gods, involved in the taking of oaths from the Early Pharaonic Period through the Ptolemaic Period has been addressed extensively in Chapter one.⁶³³

Aside from this higher authority, what do we actually know about the worldly authorities involved and the underlying legal procedure which led to the swearing of a temple oath and, ultimately, to the settlement of the dispute? For instance, who exactly imposed a temple oath upon one of the litigants as the ultimate solution of a dispute? Were these formal, judicial authorities adjudicating between the parties in court or did other, perhaps more

⁶³¹ For an overview of the subject matters of temple oaths, see § 3.2.2.2. For oaths from other historical periods, see § 2.2 (Pharaonic Period) and § 2.3 (Late Period).

⁶³² The disputing parties had two options for resolving their dispute, either to deliver proof or to swear an oath. On this matter, see below, p. 187-188.

⁶³³ See especially § 1.1.

informal, proceedings for daily life disputes exist where no proof or witnesses were available (e.g. mediation)? And did these authorities, either judicial or mediating, also play a role in other stages of the oath procedure, for instance during the oath-taking ceremony or after that, when the legal consequences of the oath came into effect? Moreover, who formulated and wrote the text of the oath on the ostrakon, including the consequences for swearing the oath or refusing to do so (that is: the conditional judgement)?

Previous studies on temple oaths have only partially dealt with the procedural aspects of swearing a temple oath. Apart from scattered text publications of one or a few new temple oaths by various authors,⁶³⁴ two scholars have dealt with temple oaths more extensively, namely the legal historian E. Seidl and the demotist U. Kaplony-Heckel. Only Seidl, however, has provided us with studies of the temple oaths from a legal point of view, first in his dissertation *Der Eid im ptolemäischen Recht* (1929), complemented by additional remarks on the subject in the brief article *Neue Studien zum Eid im ptolemäischen Recht* (1952), and finally in his broader study of Ptolemaic law, *Ptolemäische Rechtsgeschichte* (1962). In *Der Eid* the focus is not on the Egyptian temple oaths exclusively, but also on Greek forms of oath in Ptolemaic Egypt, such as the royal oaths (βασιλικοὶ ὅρκοι) and the so-called ‘legal oaths’ (νόμιμοι ὅρκοι) in Alexandria.⁶³⁵ Moreover, the procedural aspects of taking a temple oath are only partially addressed, whereas Seidl’s analysis of the material and conclusions are based on a relatively small group of sources available at that time. Additional remarks about both the use of temple oaths in lawsuits and certain procedural aspects, such as the authority who had the power to impose a temple oath, were presented a few decades later in *Neue Studien zum Eid*, partially based on new text material. Specific aspects of the procedure underlying the imposing and taking of a temple oath, such as the role and intervention of the village *epistates* in helping the disputants reach an agreement, are also addressed in Seidl’s *Ptolemäische Rechtsgeschichte*. This book is invaluable for the legal framework it provides concerning Ptolemaic law, legal authorities and officials; however, the oaths themselves are not the main subject, but specific cases are examined *ad hoc* in the context of the broader theme of the administration of justice. A systematic reconstruction of the oath procedure is not Seidl’s foremost objective, but his work on the subject from a legal point of view provides a starting point for this chapter.

Although Kaplony-Heckel’s work on temple oaths primarily consists of publications of texts, a brief section dedicated to the legal authorities related to the swearing of a temple oath can be found in the introduction to *Die demotischen Tempeleide* (1963). More recently, in her article *Sowahr der Stier von Medamud lebt* (1994), she formulated several relevant questions about the procedure underlying the swearing of a temple oath (specifically the role of the legal authorities, e.g. the Egyptian judges, and the place and date of oath-taking). However,

⁶³⁴ For a list of temple oaths publications, see Chapter 2, p.78, note 317.

⁶³⁵ See Chapter 2, p. 76.

the result is a collection of data with several general comments, not a systematic analysis of the material from a legal point of view.

The oath procedure itself still needs to be systematically examined, including the material published over the last decades, the new Turin temple oaths and other legal sources dealing with the use of oaths (e.g. P. Grenf. I 11 and P. Mattha, for which see below). In particular, the identity and role of the legal authorities and third parties involved in the various procedural stages still require further investigation.

In an attempt to fill the gaps, the present chapter will first provide a general outline of the temple oath procedure (see below § 4.2.1), whereby three phases 1, 2, 3 (i.e. before, during and after the oath-taking) and six stages (A through F) are identified, followed by an analysis of these phases and stages. The first section (see below § 4.2.2) deals with the procedure before the oath-taking at the temple, addressing three main topics: first, the authorities to whom the disputing parties turned in the first instance when seeking assistance in settling their conflict; second, the scribe who wrote the oath-text on the ostrakon, and finally, the role of the trustee.

The second section (see below § 4.2.3) concerns the procedure of the oath-taking ceremony.⁶³⁶ The following topics are addressed: first, the place and time of oath-taking (specifically the tendency to swear by certain gods and temples, the exact spot where the oath was sworn, and the symbolic gestures or acts which were possibly performed during the oath-taking ceremony); second, the role of the persons present at the oath-taking ceremony. And finally, the outcome of the oath-taking, i.e. whether the oath had been taken, or not, and how we know that it was taken.

The third section (see below § 4.2.4) deals with the procedure after the oath-taking. The investigation focuses on three topics: first, the role and identity of the legal authorities who intervened if the oath had been refused, for instance by supervising that the consequences of the oath were carried out; second, the documents that were usually needed in order to wind up the case, and the scribe(s) who wrote them; and finally, the storage of the ostraca after swearing the oath.

To conclude, the position and role of temple oaths in the dispute settlement in Ptolemaic Egypt will be dealt with, by considering the disputing process model developed by legal anthropologists and the actual ancient Egyptian methods and procedures for handling disputes, in particular those from the Ptolemaic Period.

⁶³⁶ As discussed in Chapter 3 (see p. 116, note 453), the expression ‘at (the temple)’ has been chosen as opposed to ‘in (the temple)’ to clarify that the oath was not necessarily taken inside the temple itself but rather at the dromos, leading to the gate of the temple, or at the gate itself. In fact, only priests were allowed to enter the sacred area of the temple, so the oaths by ordinary people were usually sworn in the temple forecourts.

4.1.2 Sources for the Reconstruction of the Temple Oath Procedure

The sources for this investigation are not only the proper temple oaths, both Demotic and Greek, but also other (legal) documents, mostly from the Ptolemaic Period.⁶³⁷ Indeed, we must keep in mind that written temple oaths represent an oral procedure and that they (at least those recorded on ostraca which happen to be the vast majority) served as a draft, an *aide-mémoire* for the actual pronouncement of the oath at the temple. Accordingly, the text of temple oaths written on ostraca does not record all stages of the actual temple oath procedure, since all persons involved probably knew its standard part. Hence, only the essence was preserved on the ostrakon.

The study of the temple oaths formula in Chapter 3 has provided valuable information for a schematic reconstruction of the underlying procedure. Moreover, it appears that when temple oaths are studied in context (for example a family archive), or when an official adds certain notes to the oath-text, additional information about the procedure, otherwise hidden from us, can be disclosed.⁶³⁸ Nevertheless, many gaps in the stages of the temple oath procedure remain unfilled.

As previously mentioned (p. 78-79), other legal texts from the Ptolemaic Period provide additional, useful information to reconstruct the procedure of taking a temple oath. The Greek document P. Grenf. I 11 (from Gebelein, after 181 B.C.) is a copy of a dossier concerning a dispute about the boundaries of a plot of land in Pathyris, which was eventually settled by the swearing of a temple oath.⁶³⁹ The actual wording of the oath has not been preserved, but, fortuitously, a description of several stages of the oath procedure (including the early stages) has.

Also relevant for this study is the so-called Legal Code of Hermopolis, also known as P. Mattha (first half of 3rd century B.C.), which is actually a manual of Egyptian law collecting juridical cases, some of which are complex and unusual, and describing how to deal with them.⁶⁴⁰ This ‘vade-mecum’, probably intended for use by Egyptian priest-judges (*n3 wptꜥ.w*, for which see § 4.1.3) and professional temple-scribes or scribe-notaries, indicates possible solutions in disputes (concerning lease, alimentation and marriage, inheritance, etc.)

⁶³⁷ On occasion, documents from the pre-Ptolemaic are quoted to illustrate the continuity of certain legal habits and procedures or to fill the lack of certain sources in the Ptolemaic Period of which the use in the Ptolemaic Period seems likely.

⁶³⁸ See for instance O. Tempeleide 28, part of the Erbstreit dossier (alias archive of Peteharsemtheus, son of Nechoutes = TM Arch. ID 81), showing how, during a trial held before the village *epistates* of Pathyris, an oath ended the dispute in favour of one of the parties. A new edition of the Greek and Demotic texts of the Erbstreit dossier is provided by Vandorpe and Vleeming, *Erbstreit Papyri, passim*. See also P. BM Reich 10079 A = O. Tempeleide 37 (oath) and P. BM Reich 10079 D (*sh n wj*, i.e. quitclaim/cession). For more about the last two texts, see Chapter 3, p. 136, note 526.

⁶³⁹ For P. Grenf. I 11, see below Appendix 1 (§ 4.5.1).

⁶⁴⁰ For P. Mattha, see below Appendix 2, (§ 4.5.2). There are other manuals known from Ptolemaic Egypt, but they are not all of significance to the temple oaths. On these manuals, for example from Tebtunis, see Depauw, *Companion*, p. 114-115; Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 821 and Lippert, *Demotisches juristisches Lehrbuch*, p. 167-175.

when the local customary law was unclear or ambiguous.⁶⁴¹ It provides a collection of formulae of various documents, among which many passages and practical information referring to the use and the wording of oaths, most of which appear to be decisory temple oaths, in specific cases. Although P. Mattha itself was probably written in the 3rd century B.C. and originates from Hermopolis, it appears that it was used throughout the country (thus implying that more copies were in circulation) and was still used in the 2nd century A.D.⁶⁴² So, the period of use of P. Mattha includes the period in which temple oaths are attested (185 B.C.–14 A.D.), and its mention of oaths is relevant to this study in many ways. In fact, on the one hand P. Mattha highlights and emphasizes the importance of the use of oaths as they seem to be employed in Egyptian law courts for quite a long period and in all kinds of disputes. On the other hand, it offers some specific formulae of the temple oaths in particular, providing a template.⁶⁴³

Another handbook for priest-judges, the *Zivilprozessordnung* (from Thebes or Hermopolis, Ptolemaic Period), also provides examples and formulae of oaths used especially in lawsuits when the authenticity of documentary evidence is controversial.⁶⁴⁴ Moreover, several other legal and judicial texts from the Ptolemaic Period such as marriage settlements, sale contracts, trials, etc. including or mentioning an oath can on occasion be useful for reconstructing the procedure of taking a temple oath or for elucidating some stages and aspects of it. These scattered and dispersed texts will be consulted throughout our analysis whenever appropriate.

⁶⁴¹ For more about the Egyptian priest-judges and professional temple scribes, see below p. 190-193.

⁶⁴² Based on both newly discovered Demotic counterparts of P. Mattha, with a provenance other than Hermopolis, and a Greek translation of it dating to the Roman Period. See below Appendix 2.

⁶⁴³ See, in particular, P. Mattha, col. VIII-IX illustrating the case concerning the inheritance by the eldest son and a possible conflict with other children. On this specific passage of P. Mattha, see Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 497-508, especially p. 498-501.

⁶⁴⁴ For the transliteration and translation of the *Zivilprozessordnung*, see Lippert, *JJP* 33 (2003), 91-135, with references to previous literature. Also quoted by Lippert, *Einführung*, p. 175, in relation to oaths.

4.1.3 Ptolemaic Legal Authorities for Dispute Settlement: General⁶⁴⁵

Litigants in Ptolemaic Egypt could turn to several authorities for assistance.⁶⁴⁶ An overview of such authorities is provided by P. Strasb. Wiss. Ges. 18, 5-6 (from Gebelein, 133 B.C.).⁶⁴⁷ This document not only mentions the pre-eminent judicial authorities, viz. the Egyptian judges and the Greek law courts, but also officials at various levels of the hierarchy such as the *strategos*, the *epistates*, the *shn* official, and the ‘special delegates’ of the king whom the litigants could also apparently ask for help.⁶⁴⁸ Three of the authorities listed in this text are of particular interest to the temple oaths, namely: the judges, the *strategos* and the *epistates*. We will first discuss the judges, both Egyptian and Greek.

The judges (referred to as *n3 wpt.w* in Egyptian and as *λαοκρίται*, lit. *judges of the* (native) *people* in Greek) are Egyptian, most certainly priest-judges, i.e. selected from the priesthood, who primarily administered justice in the Ptolemaic Period at a local level. They were probably chosen from the ‘elders’ of the temple and sat in panels of three when adjudicating cases involving Egyptians. From the 2nd century B.C. they were joined by a royal representative, the so-called *eisagogeus*.⁶⁴⁹ They presided over local Egyptian courts (Egyptian: *ϵ.wj n wpj* lit. ‘house of judgement’; Greek: *λαοκρίσιον*) and held their sessions at the local temple gate, judging the lawsuits of the native population.⁶⁵⁰ The Greek law courts, the so-called *dikasteria*, are also mentioned (the *δικασταί*) and are probably on a par with the

⁶⁴⁵ There are many studies on Demotic law and the legal system in the Ptolemaic Period, see for instance the somewhat outdated but still valuable Taubenschlag, *Law*; Seidl, *Ptolemäische Rechtsgeschichte*; Wolff, *Justizwesen* and, more recently, Lippert, *Einführung*, p. 85-190. See also Méléze-Modrzejewski, in: Geller and Maehler (eds), *Legal Documents of the Hellenistic World*, p. 1-19; on the continuation of many aspects of the judicial system of Pharaonic Egypt into the Ptolemaic Period see Allam, *JEA* 77 (1991), p. 109-127, especially p. 119-127; for a survey of Demotic law, see Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 819-862, especially the section concerning litigation: p. 825-832, also providing many references to earlier literature along with an extensive bibliography; for a comprehensive handbook of law see Keenan, Manning, Yiftach-Firanko (eds), *Law and Legal Practice*. For an updated overview on the working of the administrative and legal systems see Rowlandson, in: Lloyd (ed.), *Companion to Ancient Egypt*, p. 237-254.

⁶⁴⁶ For legal pluralism see Wolff, *RIDA* 7 (1960), p. 191-223; Manning, *Last Pharaohs*, p. 178 and 200-201.

⁶⁴⁷ O. Gradenwitz, F. Preisigke, W. Spiegelberg, *Ein Erbstreit aus dem ptolemäischen Ägypten: griechische und demotische Papyri der Wissenschaftlichen Gesellschaft zu Strassburg* (1912), p. 49-57; cf. Lüddeckens, *Enchoria* 2 (1972), p. 26; Allam, *JEA* 77 (1991), p. 122 and Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès* (1993), p. 207-208.

⁶⁴⁸ For disputes about the rights of ownership (of real property) there was a specific procedure, the so-called ‘public protest’ (*šḥr*), whereby the plaintiff made a written, public complaint drawn up by a professional scribe and certified by witnesses, in each of three consecutive years. If the defendant did not respond within three years, the claim of the protestant to the property in question was considered legitimate. For the procedure and templates of a public protest, see P. Mattha, col. II, 12-13, 16-22; col. III, 23 and 29 and col. IX, 27. On this matter, see Muhs, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 259-272.

⁶⁴⁹ For more on priest-judges see Lippert, ‘Law Courts’, *UEE* 2012, p. 8-10; Wolff, *Justizwesen*, p. 48-53; Seidl, *Ptolemäische Rechtsgeschichte*, p. 70-71 and Rowlandson, *Laokritai*, Wiley Online Library. Cf. also Allam, *JEA* 77 (1991), p. 122-123, who suggests that the *laokritai*, i.e. the Egyptian judges, consisted not only of priests in their judicial capacity, but also of laymen; against him, Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 207-208 and note 40. For a trial before the *laokritai*, see Thompson, *Archive from Siut* and el-Aguizy, *BIFAO* 99 (1988), p. 51-62. For the *eisagogeus*, see also below, p. 193, note 694.

⁶⁵⁰ The word *λαοκρίσιον* occurs only once in P. Tebt. III¹ 795, 9, 14.

chrematistai, i.e. royal judges).⁶⁵¹ As they were specialised in judging the disputes of the Greek-speaking immigrants and operating in the cities, not in temples, they are of less interest for the study of the Demotic temple oaths. In fact, a royal decree promulgated in 118 B.C. stipulated that, from that date onwards, merely the written language of the legal documents, and no longer the ethnicity of the litigants, would determine the competence of the Egyptian and Greek tribunals.⁶⁵² In other words, the *laokritai* alias *n3 wpt.w* would judge litigants who used Egyptian language, by applying Egyptian law, while the *dikasteria* and the *chrematistai* would provide justice for those inhabitants who used Greek language, by applying Greek law.

The *strategos* (στρατηγός lit. ‘general’, Demotic: *srtjkw*s) was originally a military commander whose power in the civil administration increased from as early as the 3rd century B.C. From the 2nd century B.C. on he was usually appointed as governor of several nomes (i.e. districts) and had his headquarters in the capital.⁶⁵³ However, he was an itinerant official and, as demonstrated by Quaegebeur, could also carry out his judicial tasks from a temporary office in a local temple.⁶⁵⁴ The *epistates*, a Greek title (ἐπίστατης lit. ‘he who is in charge’, Demotic: *ꜥꜣstts*) of which a unique Egyptian equivalent does not exist, operated at several levels: he was either appointed as superintendent in individual nomes (assisting the *strategos* as deputy governor) or in villages, or as controller of Egyptian temples (ἐπίστατης ἱεροῦ).⁶⁵⁵ As well as their administrative competences, the *strategos* and the *epistates* (of the nome) had their own specific judicial competences and, on occasion, law enforcement duties. In the first

⁶⁵¹ The *chrematistai* were first itinerant and then became permanent judicial authorities of the *nome*. On this matter, see Wolff, *Justizwesen*, p. 64-89; idem, *RIDA* 7 (1960), especially p. 202; Seidl, *Ptolemäische Rechtsgeschichte*, p. 74-77; Allam, *JEA* 77 (1991), p. 122-123; Méléze-Modrzejewski, in: Keenan, Manning, Yiftach-Firanko (eds), *Law and Legal Practice*, p. 472. On a trial before the *chrematistai* see P.W. Pestman, *Il processo di Hermias e altri documenti dell'archivio dei choachiti (P. Tor. Choachiti). Papiri greci e demotici conservati a Torino e in altre collezioni d'Italia* (1992).

⁶⁵² P. Tebt. I 5 (= C. Ord. Ptol. 53; Tebtynis, 118 B.C.). By the end of the 2nd century the ethnicity of the disputing parties was ‘increasingly ambiguous through social mobility and intermarriage’: Rowlandson, *Laokritai*, Wiley Online Library. So, not surprisingly, by that time the language of legal documents started to replace the ethnicity of the parties involved in a dispute ‘as the determinant of the court of jurisdiction’: Manning, *Last Pharaohs*, p. 181. On the competence of the Greek and Egyptian courts see Pestman, *BASP* 22 (1985), p. 265-269. Cf. idem, *New Primer*, p. 85-86. See also Méléze-Modrzejewski, in: Bingen, Cambier, Nachtergel (eds), *Hommage Préaux*, p. 699-708 and idem, *ZRG.RA* 105 (1988), p. 177-178. Cf. also Chapter 3, p. 110, note 423.

⁶⁵³ The responsibility of the *strategos*, originally mainly military, ‘quickly gravitated to the resolution of disputes in the nomes’: Manning, *Last Pharaohs*, p. 178. On the judicial tasks of the *strategos* see Seidl, *Ptolemäische Rechtsgeschichte*, p. 78-80; see also Thompson, *Archive from Siut*, especially p. x-xi and E. van ‘t Dack, *Ptolemaica Selecta. Études sur l’armée et l’administration lagide*, *Studia Hellenistica* 29 (1988), p. 314-328. For the exact place where the *strategos* held office when invested with judicial tasks, see next note.

⁶⁵⁴ E.g. in the so-called ‘Phremithieion’ located at the northern gate (Premit) of the local temple in Krokodilopolis (Fayum), as demonstrated by Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, especially p. 207-220. See also Rowlandson, in: Lloyd (ed.), *Companion to Ancient Egypt*, p. 239-240.

⁶⁵⁵ For the Egyptian equivalents of *epistates*, see W. Clarysse, in: S.P. Vleeming (ed.), *Aspects of Demotic Orthography (Studia Demotica* 11, 2013), p. 16. On the different *epistatai*, see Seidl, *Ptolemäische Rechtsgeschichte*, p. 80-82; Quaegebeur, in: *Mélanges Théodoridès*, p. 208 and note 43-44; Pestman, *Amenothes*, p. 101 and note h.

instance, they could hear complaints, both from Egyptian and Greek speaking people, and also help settle disputes, possibly before matters even got to (the competent) court, either Greek or Egyptian. Legal proceedings were commonly initiated with a petition by one of the litigants and addressed to the *strategos*, who also supervised the Egyptian local law court headed by the priest-judges (*n3 wpt.w*).⁶⁵⁶ The *strategos* could either adjudicate the dispute himself or delegate the case to the *epistates* whose mandate or assignment was essentially to help the disputants settle the dispute amicably (*dialysis* lit. ‘*dissolution*’), acting as a modern ‘justice of the peace’.⁶⁵⁷ On occasion, the *strategos* could even defer the case to the competent law court.⁶⁵⁸

The temple oaths themselves, including the Turin ostraca presented in translation in the following chapter, do not mention any judges or ‘*house of judgement*’ (i.e. court of law) in their formulae. Were the judges thus not involved in the temple oaths? Or was this because temple oaths being imposed by the judges represented regular practice, and so there was no need to mention them explicitly? However, passages in P. Mattha and various Demotic documents from the Ptolemaic Period, such as early marriage settlements and certain contracts of sale and cession, do state explicitly that the oath – should a dispute arise – was imposed or taken ‘*before the judges*’ (*i.ir.hr n3 wpt.w*) or ‘*in the house of judgement*’ (*n p3 ʿ.wj wptj*) or ‘*in the place where the judges are*’ (*n p3 ʿ.wj ntj iw n3 wpt.w n.im=f*).⁶⁵⁹ The question as to whether the oaths meant in those specific passages were indeed decisory temple oaths and, more generally, whether temple oaths may thus be taken in a court of law at the request of the judges – even though they are not mentioned in the oath formulae – will be discussed below.

The *strategos* and the *epistates* are explicitly mentioned in the formulae of the temple oaths, if only occasionally. Therefore they were most definitely involved in the temple oath procedure, at least in some specific stages, and with regard to specific cases. The involvement of both these officials in the oath procedure is also supported by P. Grenf. I 11 (see below).

Interestingly, a number of these legal authorities are domiciled in the temple area when administering justice: the Egyptian priest-judges held court at the temple gate (*r3* in Demotic), while civil officials such as the *strategos* (and possibly the *epistates* as well) appear to temporarily hold office on the *dromos* of the temple (*hft-hr* in Demotic), the alleyway leading

⁶⁵⁶ On petitions and related procedures see Taubenschlag, *Law*, p. 377 ff.; Seidl, *Ptolemäische Rechtsgeschichte*, p. 89-92; Wolff, *Justizwesen*, p. 190-191; Hobson, in: Halpern and Hobson (eds), *Law, Politics and Society*, p. 193-219; Bauschatz, *Law and Enforcement*, p. 160-217 and G. Baetens, *I am Wronged. Petitions and Related Documents from Ptolemaic Egypt (332-30 BC)*, 2017 (PhD, non vidi).

⁶⁵⁷ See for example P. Enteux. 25 referring to the task assigned to the *epistates* by the *strategos*, with regard to the disputing parties: *μάλιστα μὲν διαλύσον αὐτοὺς* ‘try especially to reconcile them’.

⁶⁵⁸ However, Egyptians seemed to prefer reaching agreements and settling their disputes out of court. On this matter, see Thompson, *Archive from Siut*, p. XIV. See also J. Johnson, in: M. Gibson and R. Biggs (eds), *The Organization of Power: Aspects of Administration in the Ancient, Medieval and Ottoman Middle East* (SAOC 46, 1987), p. 148 and Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 207-208. On the coexistence of royal law, local norms and informal dispute resolution, i.e. ‘outside the legal framework of legal entitlements’, see Manning, *Last Pharaohs*, p. 165-201, especially p. 166, 170 and 182.

⁶⁵⁹ P. Mattha, col. V, 1-2; P. Phil. 7, l. 4 and P. Mattha, col. IV, 9 respectively.

to the sacred gate, when adjudicating local disputes.⁶⁶⁰ Significantly, and unsurprisingly, the gate and the *dromos* of the temple were also the scene of many temple oaths.

4.2 THE PHASES AND STAGES OF THE TEMPLE OATH PROCEDURE

4.2.1 A Schematic Reconstruction (Phases 1-3, stages A-F)

The procedure that ultimately led to dispute settlement by imposing and taking a temple oath can be systematically reconstructed using the formulae of the temple oaths themselves (both Demotic and Greek) along with certain conclusions drawn from the in-depth study of those formulae in the previous chapter.⁶⁶¹ A general outline of the oath procedure according to the evidence provided by the temple oaths will be presented first, followed by the more detailed study in the next sub-sections, supplemented by information from other sources, in particular P. Mattha and P. Grenf. I 11.

Generally, the oath procedure can be subdivided into three phases (1, 2, 3) and six stages (A through F). Phase 1 is concerned with the legal procedure before the oath-taking at the temple and includes stages A (imposing a temple oath) and B (writing the oath-text on an ostrakon); phase 2 deals with the performative part of the procedure at the temple and includes stages C (taking or refusing the oath) and D (noting the outcome of stage C on the ostrakon). Phase 3 deals with the legal procedure after the oath-taking at the temple and comprises stages E (implementing the oath's legal consequences) and F (copying the oath onto papyrus).

In phases 1 and 3 of the oath procedure mainly secular authorities – such as the *strategos*, the *epistates* and professional scribes – are involved, and on occasion the Egyptian priest-judges. In phase 2, it is the supernatural authority, the tutelary god(s), who play(s) the main role, as guarantor(s) of the veracity of the oath.

⁶⁶⁰ Sauneron, *BIFAO* 54 (1954), p. 117-127; Cenival, *Associations religieuses* (1972), p. 195; van den Boorn, *JNES* 44 (1985), p. 1-25; Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 201-220; Manning, *YJLH* 24 (2012), p. 111-118. See also below, p. 217.

⁶⁶¹ For the formulae of temple oaths in general, see § 3.1.2 (including a schematic overview of the clauses in table 1, p. 102).

GENERAL OUTLINE OF THE PROCEDURE ACCORDING TO THE TEMPLE OATHS

*Phase 1: The procedure before the oath-taking at the temple (stages A+B)*Stage A: a temple oath is imposed to settle a dispute

In a given dispute where the plaintiff was unable to provide sufficient proof to support his claims, a temple oath – to be sworn before a local god – was often imposed upon the defendant to settle the argument. The figure of authority assisting the disputing parties to reach an agreement, and perhaps imposing the oath, is not clearly identified in the temple oaths. However, the *strategos*, the *epistates* and even the professional temple-scribes could be involved in resolving the dispute.

Stage B: formulation and writing the temple oath on the ostrakon

The protocol (clause I) and the wording (the verbatim quotation, clause II) of the oath, plus the consequences for taking or refusing to take the oath (clause IVa-b) are formulated by a professional scribe (clause V) and written on an ostrakon (type A) which is intended to serve as the basis, an *aide-mémoire*, for the actual pronouncement of the oath at the designated temple sometime later. In the meantime this type A ostrakon may be entrusted to a reliable third party (the trustee, clause VI), until the time of the oath-taking comes about.

*Phase 2: The procedure of the oath-taking at the temple (stages C+D)*Stage C: the oath-taking at the designated temple

The same day the oath-text is written on the ostrakon or several days later, the parties and the trustee, go to the designated temple to swear the oath. The performance of the oath is an oral procedure: the wording of the oath recorded on the ostrakon has to be spoken aloud, either by the oath-taker himself, or read out by a third party and then repeated, or just confirmed, by the oath-taker by means of a short affirmative sentence (assertion of truthfulness, clause III). On occasion, oath-helpers take a subsidiary oath (clause IVaa) to confirm the trustworthiness of the oath-taker.

Stage D: the outcome of the oath-taking may be added on the ostrakon

A postscript (clause VII) noting the outcome of the oath-taking at the temple could be added to the oath-text on the ostrakon by, for example, a priest of the temple (*p³ w^cb*) where the oath was taken (type B ostraca).

*Phase 3: The procedure after the oath-taking at the temple (stages E+F)*Stage E: settling the dispute and the legal consequences of the oath

If the oath is actually sworn (clause IVa), the oath-taker wins the case and his opponent has to withdraw his accusations and drop his claim. On the other hand, if the party supposed to take the oath refuses to do so (clause IVb) he admits being in the wrong and faces the consequences noted on the ostrakon. Such consequences might imply further intervention by legal authorities (among others, the *strategos* and the *epistates*) to enforce these consequences. Either way, whether the oath is taken or refused, the dispute is settled.

Stage F: the temple oath may be copied on papyrus

The formulae of type B ostraca, comprising at least the protocol (clause I), the wording (clause II), and the consequences of the oath (clause IVa-b), plus the postscript noting the outcome of the oath-taking (clause VII), may be copied onto papyrus (type C) and given to the winning party to keep in his private archive as proof of title.

4.2.2 The Procedure Before the Oath-Taking at the Temple (Phase 1, stages A+B)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oath
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining Phase 1 of the procedure:

To whom did the disputing parties turn when seeking assistance in settling their dispute without any verifiable proof or witnesses? And who actually imposed the oath upon one of them? Were the authorities involved at all times or could the parties reach an agreement of oath by themselves? Who formulated and wrote the text of the oath? What role did the professional legal scribes have in the procedure?

In contrast to records of Ramesside and Abnormal Hieratic oaths – with explicit mention of litigation, and oaths being imposed or taken, in front of a court⁶⁶² – temple oaths do not provide much information about the procedure before the oath-taking at the temple (phase 1, stages A+B). This is particularly true for stage A, which is not documented in the standard formulae of the oaths. In fact, there is no mention of the assisting authorities to whom the litigants might have turned to settle their conflict, nor any indication as to who imposed the oath to settle the matter, i.e. the authorities or the litigants themselves. In the oaths there is also no clear indication as to who determined which litigant had to take the oath and who decided what the (legal) consequences would be for swearing or refusing to swear the oath.

The oaths themselves also reveal little about the formulation and writing of the oath (stage B): sometimes, the name of the scribe is given, or a certain official is mentioned as being present at the redaction of the oath or a third party is said to be entrusted with the ostrakon bearing the text of the oath. However, references to several officials in a few oaths, even though relating to later stages of the oath procedure (not stages A and B), give us an inkling as to which officials may have taken part in the resolution of the dispute in the first instance.

Fortunately, P. Mattha, along with certain Demotic private legal texts (e.g. contracts of sale and cession), and P. Grenf. I 11 provide additional information to help us understand the procedure before the actual oath-taking at the temple, which is not recorded in the oaths themselves. This information in particular concerns the authorities to whom the parties turned

⁶⁶² E.g. ex. 9, p. 42; ex. 29, p. 54; ex. 40, p. 70.

to settle their conflict, which led to the imposing of a decisory temple oath (stage A), those responsible for the formulation and writing of the oath, and the role of the trustee (stage B).

4.2.2.1 Authorities Assisting the Parties in Dispute Resolution (stage A)

The evidence provided by P. Mattha and P. Grenf. I 11 shows that different legal authorities at various levels (i.e. Egyptian judges, *strategos*, *epistates*) could be involved in the resolution of disputes settled by the swearing of a temple oath. We will first present the evidence concerning the judges' involvement in stage A:

The Egyptian Judges (n3 wpt.w): Many passages in P. Mattha show that, in order to settle a dispute, (one of) the disputing parties had to swear an oath concerning the points of disagreement for which they apparently did not have any documents or other proof.⁶⁶³ As demonstrated in Appendix 2 (§ 4.5.2), most oaths mentioned in P. Mattha are temple oaths, of which templates are often given. Although the procedure for swearing the oath is not described in P. Mattha, in contrast to, for example, P. Grenf. I 11 (see below), some of the passages in P. Mattha refer to oaths being required from one of the litigants '*before the judges*' (*i.ir.hr n3 wpt.w*) or '*in the place where the judges are*' (*n p3 ʕ.wj ntj iw n3 wpt.w n.im=f*).⁶⁶⁴ The *wpt.w* are Egyptian priest-judges and the place where the *wpt.w* are is the court of law.⁶⁶⁵

At no point in P. Mattha is it explicitly mentioned how the disputants approached the judges, but terms like '*the man who brings suit (smj r) against a (i.e. another) man*' and '*the man against whom suit is brought*' are used repeatedly to describe the plaintiff and the defendant.⁶⁶⁶ This implies that one of the parties filed a complaint against the other and consequently took the case to court. The judges would then interrogate the parties,⁶⁶⁷ require the plaintiff to give proof of his claims or otherwise make the defendant take an oath to settle the matter, i.e. all aspects that are indicative of a lawsuit context.⁶⁶⁸

The evidence provided by P. Mattha that a temple oath could be imposed in a court of law is supported by a standard clause occurring in many Demotic private contracts, especially sale and cession documents from the Early Ptolemaic Period. Herein it is stated that, should a conflict arise, the parties faced two options in court (*n p3 ʕ.wj n wpj* '*in the house of judgement*'), namely either to deliver proof or to take an oath: '*As for the oath or the proof which will be imposed on you in the house of judgement – in the name of the rights of the document above which I have made for you – in order to have it (i.e. the oath or the proof) made by me: I will*

⁶⁶³ For an overview of the use of oaths in P. Mattha, see Appendix 2 (§ 4.5.2).

⁶⁶⁴ E.g. P. Mattha, col. V, 1-2 and col. IV, 9 respectively.

⁶⁶⁵ For more on the place where the judges held court and the oaths were taken, see below p. 203-205.

⁶⁶⁶ See respectively P. Mattha, col. I, 9; V, 3, 7, 17-18 etc. and P. Mattha, col. I, 13; col. IV, 5, 29, 31-32; V, 3, 7-8, 10-11 etc.

⁶⁶⁷ E.g. P. Mattha, col. I, 15; IV, 28, 32; V, 12, 26.

⁶⁶⁸ The judges could also summon people who were somehow involved in the case (P. Mattha, col. V, 28) or even, on occasion, urge the parties to bring suit against other people and take those people to court (P. Mattha, col. VI, 1-3, 15-16).

make it' ($p_3 \text{ } ^c n h p_3 \text{ } ^c h^c r d (w j . t) n t j i w = w r d j . t s t m - s j = k (n) p_3 \text{ } ^c w . j (n) w p j n r n p_3 h p p_3 s h n t j h r j r . i r = j n = k r d j . t i r = j s t i w = j r i r = f$).⁶⁶⁹ Also, as seen, attestations of oaths in litigation in front of a court are well known before the Ptolemaic Period, in particular with regard to Deir el-Medina and Abnormal Hieratic oaths, which, as demonstrated in chapter two, constitute the precursor of the Ptolemaic decisory temple oaths.⁶⁷⁰

The Egyptian judges ($n_3 w p t . w$) could therefore be involved in the procedure which led to the swearing of a temple oath, even if they are never mentioned in the temple oaths themselves, contrary to, for instance, the *strategos* or the *epistates* (who are at least referred to in the temple oath formulae as being present at the writing or taking of the oath, or intervening when the oath was refused, as we will see below).

However, it is not clear whether seeking assistance from the Egyptian judges was standard or exceptional practice, or maybe just one of the options (e.g. mediation, arbitration by a figure of authority, for which see § 4.3.1.2) that disputing parties could resort to. The fact that the judges are never mentioned in the temple oaths themselves and that there are no concrete examples so far of temple oaths in which the judges' intervention at any stage of the oath procedure is explicitly stated or referred to, could imply two scenarios. First, this omission in the temple oath formulae was indeed due to normal practice, meaning that litigants, even those without verifiable proof supporting their claims, turned to the judges on a regular basis and therefore there was no need to mention them. Second, P. Mattha must be seen as a collection of rules that could be applied in the legal solution of legal cases by any figure of authority, assigned the task – either formally or informally – to settle a dispute, and not *per se* by the judges in court. In other words, the judges ($n_3 w p t . w$) could intervene in theory, but in practice, more often than not, other authorities, such as the *strategos* and the *epistates* and also professional scribes, may have helped the parties resolve their dispute by swearing an oath, that is preventing them from going to court by reaching an 'out-of-court settlement'. In this regard it is significant that the authority involved in O. Detroit 74249, a temple oath used in a real case to resolve a dispute about inheritance similar to the one described in P. Mattha, col. IX, 6-8, are not the priest-judges, but the *strategos* (who is never mentioned in P. Mattha).⁶⁷¹ Also, the judges were not involved in O. Tempeleide 24 and Wilcken Chrest. 110 A, two temple oaths sworn to settle disputes concerning associations of

⁶⁶⁹ As, for instance, included in P. Phil. 7, l. 4 (sale of a house, 287 B.C.). For a similar clause in a pre-Ptolemaic marriage document, see Allam, *JEA* 77 (1991), p. 31. The option presented in such a contractual clause, i.e. taking an oath rather than delivering proof, agrees with the role and use of temple oaths to be taken if there was a lack of verifiable proof; cf. P. Mattha, col. VII, 13-14: in a conflict about the ownership of a house, the man 'who brings suit' against the other party must provide evidence that the house actually belongs to him, or otherwise take an oath to prove it.

⁶⁷⁰ For Deir el-Medina oaths, see Chapter 2, p. 40-42, exs. 5-9; 11-12; 17-21 etc.; for Abnormal Hieratic oaths, see *ibidem*, in particular ex. 40: P. Louvre E 3228c, with litigation and oath taking place 'before the magistrates of the Great Court of Thebes and the chief scribe of the mat' ($m - b j h n_3 s r j . w n t j k n b . t \text{ } ^c (. t) N i w . t h n^c p_3 h r j s h n t m j$). For this text, see Donker van Heel, *Archive of Peteanunip* (forthcoming).

⁶⁷¹ For more on O. Detroit 74249, see Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498-501. For the translation of P. Mattha, col. IX, 6-8, see Appendix 2 (§ 4.5.2).

priests in Thebes. In private associations internal dispute resolution was preferred above seeking resolution outside the association itself; the latter was in many cases even prohibited.⁶⁷²

The Strategos and the Epistates: In P. Grenf. I 11 two officials called Daimachos and Pechytes play an important role in the resolution of the dispute between two neighbours, Panas and Thotortaios, about the boundaries of a field. Their identity or position is not mentioned explicitly, but as demonstrated below, they can be identified with the *strategos* and the *epistates* of the nome respectively. Their role in the dispute documented by P. Grenf. I 11 is described as follows (for details see Appendix 1 below, p. 236 ff.):

Thotortaios had filed a petition in the form of a ‘memorandum’ (ὑπόμνημα) against Panas, and submitted it to Daimachos, the *strategos*. The *strategos* then forwarded the petition to his delegate Pechytes, the *epistates*, provided with a ὑπογραφή, a ‘subscription’, with the request to hear the parties and ‘make decisions’ to settle the issue. Then, Pechytes had summoned the disputing parties to Krokodilopolis to interrogate them assisted by, among others, a helper and the chief of police.⁶⁷³ Pechytes’ specific competences and the exact details of his ‘decision making’ are still much debated among scholars.⁶⁷⁴ The issue is whether Pechytes was only entitled to make decisions in order to bring about a *dialysis*, i.e. an amicable settlement or whether he also could pass real judgment like the *strategos*.⁶⁷⁵ However, the intent of both the *strategos* and the *epistates* is generally to help the disputing parties settle their disagreement and possibly avoid a court case.⁶⁷⁶

So, P. Grenf I 11 reveals that the *strategos* and the *epistates* could play a role in the early stages of the procedure leading up to the taking of a temple oath, which are not recorded in the temple oath formulae. As we will see below, the temple oaths themselves actually do occasionally mention the direct involvement of the *strategos* and the *epistates*, among others, in the oath procedure. However, this involvement is only attested in its later stages (stages C+E), so, from the oath texts themselves, we do not know for sure whether these officials also acted during the early stages of the procedure. Nevertheless, the notes or

⁶⁷² On this subject, see M.C.D. Paganini, *Keep It For Yourself: Private Associations and Dispute Resolution in Ptolemaic Egypt*, Conference Leuven 29 June - 1 July 2016 (publication forthcoming). For a pre-Ptolemaic oath sworn in the guild of the Theban Choachytes, see P. Louvre E 7840 (Chapter 2, ex. 38, p. 68).

⁶⁷³ For the complete list of the officials of the panel, see Appendix 1 (§ 4.5.1).

⁶⁷⁴ The Greek verb used in P. Grenf. I 11 to describe the competences and responsibilities of Pechytes is (συγ)κρίνειν ‘to decide’. According to some scholars this term is not on a par with the verb δικάζειν ‘to judge’ which implies judicial powers like those of a real judge or law court. See Seidl, *Ptolemäische Rechtsgeschichte*, p. 97; Wolff, *Justizwesen*, p. 188. Lippert, however, believes that in the Ptolemaic juridical system we can no longer make a distinction between these two terms: see Lippert, *Einführung*, p. 181. Similarly, Thomas, *Epistrategos*, p. 68-69.

⁶⁷⁵ Scholars in favour of a subordinate role of the *epistates* merely assisting the *strategos* and being given the assignment to bring about a *dialysis* are for example Seidl, *Ptolemäische Rechtsgeschichte*, p. 80-82 and Wolff, *Justizwesen*, p. 172-175; among those in favor of a comparable role for both officials when helping the parties reach an agreement, see Thomas, *Epistrategos*, p. 68-69; Lippert, *Einführung*, p. 182-183 and 186.

⁶⁷⁶ Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 829-830.

subscriptions in several temple oaths stating that the writing of the oath-text was carried out in the presence of certain officials (for example the village *epistates* and his assistant, the *hypepistates* or vice-*epistates*, in O. Tempeleide 28) seem to suggest their involvement in the resolution of the argument, although it does not describe what they did exactly.⁶⁷⁷ We do not know how the disputing parties approached these officials and how they filed their complaints with them; it could be by writing a petition, as in P. Grenf. I 11, or maybe also personally, by going to the official's office, especially if this was located in the village, as it may have been the case when the village *epistates* was involved.

At any rate, P. Grenf I 11 supplements the evidence provided by the temple oaths and P. Mattha, clearly showing that the *strategos* and the *epistates* were actually involved in the early stage (A) of the oath procedure as well, and that a dispute resolution through a decisory oath may also have been encouraged by them. Although the *epistates* Pechytes did not actually impose the oath upon one of the litigants, he did indeed help to resolve the dispute between Panas and Thotortaïos in this way: a decisory oath to be sworn at the Kroneion was eventually taken by Panas, who in doing so won the case against Thotortaïos.

4.2.2.2 Imposing a Temple Oath (stage A)

The evidence provided by P. Mattha, P. Grenf. I 11 and (indirectly) certain temple oaths, shows that not only the authorities, particularly the judges, but also the disputing parties themselves could require the swearing of a temple oath, which would settle the dispute once and for all.

The Egyptian Judges (*n3 wpt.w*): There are explicit references in P. Mattha to judges imposing a temple oath upon one of the litigants. Up until now these are the sole attestations of the judges doing so in the Ptolemaic sources.⁶⁷⁸ This is, for instance, the case in the following passage (col. IV, 32 – col. V, 1): ‘*This is the wording of the oath which will be imposed on a man while he is before the judges who [will impose the] oath on him*’ (*h(.t) p3 ɛnh ntj iw=w(r) dj.t s m-s3 rmt iw=f i.ir.hr n3 wpt.w ntj [iw=w(r) dj.t p3] ɛnh m-s3=f*).⁶⁷⁹

The judges are either mentioned explicitly as such (*n3 wpt.w*) or indicated as ‘they’, which can also be translated impersonally as ‘one’. Both interpretations and translations would agree with the general purpose and the users of the manual, i.e. the practitioners who consulted it, describing specific legal cases, which ‘one’, a legal authority in general, or ‘the priest-judges’ *in casu* could come across, and give guidance as to how these should be dealt with. The party required to take the oath is almost always the defendant in a dispute (i.e. ‘the

⁶⁷⁷ O. Tempeleide 28: ‘*They wrote the above oath before Patous, son of Horos, and Néchoutes, son of Kanopos (?), epistates in Pathyris in year 36, 2nd month of the ih.t-season, day 6*’. For more on O. Tempeleide 28, see below. For similar notes, see O. Tempeleide 34 (= P. Amenotes 11) and O. FuB 10, p. 180, nr. 39.

⁶⁷⁸ For a pre-Ptolemaic example of a decisory oath imposed by the court, see the Abnormal Hieratic P. Louvre E 3228c (Chapter 2, ex. 40, p. 70).

⁶⁷⁹ See also P. Mattha IV, 9. For more examples see Appendix 2 (§ 4.5.2).

man against whom suit is brought').⁶⁸⁰ The Demotic phraseology most frequently used in P. Mattha to impose an oath upon one of the parties is: *dj.t ʕrk ... to make NN swear an oath* (14 times),⁶⁸¹ followed by *dj.t ir ... ʕnh to make NN take an oath* (8 times).⁶⁸² The slightly different phraseology, *dj.t ʕnh m-sʕ ... literally: to put an oath on the back of NN*, i.e. *to impose an oath upon someone*, is occasionally attested (4 times).⁶⁸³

The Disputing Parties: In a few passages of the same P. Mattha it seems that it was one of the disputing parties who required his opponent to swear an oath in a given dispute. This is the case for example in a dispute between lessor and lessee about the leasing of a clothiery (col. III, 9-10): '[... and if the one] against whom [suit] is brought says: "I do not have ...", let him swear (an oath) to me (*mj ʕrk=f n=j*) according to what is written outside (of the text)'. Similarly, in a dispute between lessor and lessee concerning rental payments of a house (col. IV, 5): '[If the man against whom suit is brought says]: "Let the owner of the house be required to swear (an oath) for me (*mj dj=w ʕrk n=j*) about [the remainder of the money and the] goods"'.

The possibility that a temple oath was imposed by one of the litigants upon the other party appears to be corroborated by two Demotic temple oaths, O. Tempeleide 180 (theft of clothes) and an unedited Turin text, O. Turin S. 12685 (dispute about barley mixed with chaff).⁶⁸⁴ These texts do not describe the oath procedure itself, but refer to it indirectly in the wording of the oath, respectively: "I have made him take an oath about it" (*wʕh=j dj.t ir=f ʕnh r.r=f*) and "I did not make you take an oath" (*bn pw=j dj.t ir=k ʕnh*). The Demotic formulary used in the two aforementioned oaths, namely *dj.t ir ... ʕnh* 'to make NN take an oath', is known from several passages in P. Mattha where the judges were the ones imposing the oath upon one of the parties.⁶⁸⁵ Likewise it can be noted that the phraseology *dj.t ʕnh m-sʕ ... 'to put an oath on NN's back'*, also used in P. Mattha, occurs in a clause included in Demotic marital property settlements as well, referring to the husband imposing an oath upon his divorcing wife with the following words: "I will not be able to put an oath on your back, in order that you make it (*bn iw=j rh dj.t ʕnh m-sʕ=t r dj.t ir=t s*)".⁶⁸⁶

The possibility that one of the parties in the dispute pressured his opponent into swearing an oath appears to be confirmed by three passages in P. Grenf. I 11, col. I, 14-16: 'The people around Thotortaïos challenged me (i.e. Panas) to swear an oath' (τοὺς περὶ τὸν Θοτ[ο]ρταῖον π[ροβ]αλέσθαι μοι [ὀμόσαι]); col. II, 13-14: 'Thotortaïos, the plaintiff,

⁶⁸⁰ For example P. Mattha, col. III, 9-10.

⁶⁸¹ P. Mattha, col. I, 19; III, 8-10; IV, 5, 14-16, 18; V, 5, 9, 24; VIII, 22; IX, 6, 18.

⁶⁸² P. Mattha, col. I, 16-17; IV, 32; V, 19, 26-27; VII, 23-24; IX, 7.

⁶⁸³ P. Mattha, col. IV, 9; IV, 32-V, 1; VI, 3; VII, 14.

⁶⁸⁴ O. Turin S. 12685 has been fully transliterated and translated in Chapter 5, text 5, p. 262-263.

⁶⁸⁵ For more on the Egyptian terminology, see § 1.2.

⁶⁸⁶ For example P. BM EA 10394 (= P. Recueil 7, 226 B.C.), l. 7. The oath meant in this passage was also a temple oath; cf. O. Turin G. 5, Chapter 5, text 1, p. 253-254 and Chapter 3, p. 129-132 (Excursus I). Herein the husband declares that in the eventuality of a divorce he will not be able to impose an oath on his wife accusing her of not bringing her personal belongings into the marital home. For the whole text of this marriage contract see P.W. Pestman, *Recueil de textes démotiques et bilingues* (1977), p. 66-72.

challenged Panas ... to swear an oath (προεβάλετο Θοτορταῖος ... ὁ ἐγκαλῶν τῷ Πανᾷ ... ὁμῶσαι), and col. II, 25: *The oath imposed upon Panas* (τὸν [προβλ]ηθέντα τῷ Π[αν]ᾷ). Indeed, based on the Greek formulary and grammar of these passages in which the verb προβάλλειν ‘to challenge’ (lit. ‘to throw forward’) occurs, it appears that it was one of the litigants, Thotortaios, who challenged the other party, Panas, to take an oath.⁶⁸⁷

Interestingly, another passage in P. Grenf. I 11 (col. II, 25-26) seems to indicate that both parties have finally agreed to resolve the dispute by having one of them take a decisory oath: ‘(and considering that) *the oath imposed on Panas, to which (both parties) had agreed, has been accomplished*’ (τὸν [προβλ]ηθέντα τῷ Π[αν]ᾷ ἐξ εὐδοκούντων ὅρκον ἐπι[τελεσμ]ένον). The mutual agreement is clearly indicated by the expression ἐξ εὐδοκούντων lit. ‘on the ground of (both parties) approving’.⁶⁸⁸

In conclusion, based on the aforementioned sources it appears that not only the judges, but also one of the disputing parties could (request to) impose a decisory temple oath upon the other party. In the latter case the initiative could be unilateral, or based on a mutual understanding whereby both parties decided to settle their dispute by agreeing to take an oath. The oath, either imposed on one party by the judges or by one of the litigants, or agreed upon by both parties, is still binding and conclusive. The party required to take the oath by his adversary can consequently swear the oath or refuse to do it, but the dispute will be settled either way.

4.2.2.3 Formulation and Writing the Temple Oath (stage B)

After establishing that the dispute would be settled by taking an oath, the oath-text needed to be formulated and put in writing. Who had the authority, the proper legal knowledge and the skills to do this?

At times, the temple oaths themselves mention the name of the scribe who wrote the oath-text.⁶⁸⁹ A few of them are known as scribes of other oaths or legal documents.⁶⁹⁰ In P. Grenf. I 11 it was Pechytes, the *epistates* of the nome himself, to whom the *strategos* had delegated the case, who wrote the text of the oath (col. II, 17-18: γράψαντες τὸν ὅρκον literally ‘after we had written the oath’.⁶⁹¹ However, that such a highly ranked official such as the *epistates* of the nome took on a menial task such as writing the oath-text is a remarkable occurrence. The fact that Pechytes is referring to himself in the plural form (γράφαντες) is

⁶⁸⁷ In P. Grenf. I 11, col. I, 14 and col. II, 13, the verb προβάλλειν is used in the medium form; in P. Grenf. I 11, col. II, 25 a passive form of this verb is used, literally ‘the oath put forward as a challenge’ freely translated as ‘the oath imposed upon’ or ‘the oath required from’. Note that the active verb means ‘to accuse’ and in the participium: ‘the accuser’ or ‘the plaintiff’, for which see Liddell and Scott, *Lexicon*, p. 1470.

⁶⁸⁸ See also O. Tempeleide 17 and 52 (below, p. 193): ‘Has written in accordance with the voice of the parties’, i.e. both parties tell the scribe their story and agree with the oath being taken by one of them.

⁶⁸⁹ A list of scribes of temple oaths known by name is given in Chapter 3, Appendix 5.

⁶⁹⁰ For more on this matter, see § 3.3.2.

⁶⁹¹ The oath-text sworn by Panas has not been preserved, so we do not know whether it was written in Demotic (Panas is Egyptian) or in Greek (Pechytes is a Greek official).

also remarkable: was this a *pluralis maiestatis* or was a scribe also present, to whom Pechytes dictated the text of the oath?⁶⁹² In the case of O. Tempeleide 28 and O. FuB10, 39 it is seen that the village *epistates* delegated the redaction of the oath-text itself to a scribe, although the writing of it still happened in his presence, probably in his office in Pathyris (*sh ... i.ir.hr NN p3 3pjtts*).⁶⁹³ So, the same could have been the case with P. Grenf. I 11. In general, it seems more likely that the *epistates* took part in the hearing and helped the disputants reach an agreement, and maybe even imposed the oath, but delegated the writing of the oath-text to a professional scribe. This was not unusual during hearings and trials held before the judges (including the priest-judges in P. Mattha although not explicitly stated herein, see above p. 187) or before the *epistates* himself where the professional scribes recorded the minutes and also helped to clarify the legal position of the parties by asking pertinent questions.⁶⁹⁴

In a few temple oaths a note is added to the signature of the scribe attesting that the scribe has written the text of the oath ‘*according to the voice*’ of the parties, i.e. exactly as they told him to do.⁶⁹⁵ This expression is well known and emphasizes that the scribe, and not the parties themselves, wrote the oath-text and that this was done at the request of the parties and according to their version of events.⁶⁹⁶ This is not surprising since very few legal documents were drafted by private individuals. In fact, most parties were illiterate; moreover, the language needed to be precise and all the clauses appropriately and accurately worded, if one did not want to risk economic loss or unwanted legal consequences as a result of shortcomings in the formulation of the document. This is even more apparent in the case of the oaths, for which another ‘higher’ aspect than the actual earthly dispute is involved: when invoking a divine authority, one must be extra cautious and accurate in choosing the correct words.

⁶⁹² Note that all the verbs used by Pechytes in his report to Daimachos are in the plural form. Was he maybe referring to himself and the officials’ panel (i.e. the *phourarchos*, the *hyperetes* etc.) who attended the hearing of Panas and Thotortaioi in Krokodilopolis?

⁶⁹³ In O. Tempeleide 28 (= P. Erbstreit dossier 12) the *epistates* in whose presence the oath was put in writing was the *epistates* in Pathyris (in year 36 = 135/134 B.C.), i.e. the village *epistates*.

⁶⁹⁴ The crucial role of professional scribes in legal/judicial proceedings before the Ptolemaic Period and particularly in Deir el-Medina, has been stressed by Allam, *JEA* 77 (1991), especially p. 112-113 and 124-125 (see e.g. the mention of a ‘scribe of the judges’ and a scribe ‘writing before the judges’). Allam also believes that the judicial functions of scribes probably persisted and specialized in later times developing toward an “independent charge that was henceforth to be entrusted to a specialized official”, the latter being the so-called *eisagogeus* who represented the central administration with the panel of judges, and whose position was likely to be “the continuation of a much older Pharaonic institution”. Against him, J. Johnson, in: M. Gibson and R.D. Biggs (eds), *The Organization of Power. Aspects of Bureaucracy in the Ancient Near East* (1987), p. 149, who believes that the role of the *eisagogeus* was limited merely to introducing cases, without judicial or investigative powers. See also the Abnormal Hieratic P. Louvre E 3228c (chapter 2, ex. 40) where litigation and oath took place before the *knb.t* court and the chief scribe of the mat.

⁶⁹⁵ O. Tempeleide 17, 36, 52, 180; and O. Tempeleide 119 (= O. Leiden 283). See also § 3.3.2.

⁶⁹⁶ See also O. Tempeleide 160 (= O. Leiden 285): the scribe declares that his heart ‘*is satisfied with every word written above*’, the scribe probably representing the parties or at least the oath-taker. Cf. Wilcken, Chrest. 110 A: in the text of the oath: “*We have given the agreement to NN the scribe*”, who apparently wrote and kept the contract of agreement on behalf of the parties (as a trustee).

Most oaths, however, do not record the name of the scribe or the person(s) in whose presence and at whose request they had been written. Nevertheless, these oaths usually appear to be technically accurate and written by well-trained hands, and were thus most likely also written by professional scribes.

Maybe the disputing parties who agreed to take an oath between them in order to resolve their argument could have turned directly to the scribal office in the local temple, without the involvement of any legal authority. Here professional temple-scribes well trained in formulating legal texts in general, perhaps even specialized in oaths,⁶⁹⁷ could be approached by private individuals, hear the statements made by the parties and possibly mediate between them in order to reach an agreement (acting as a justice of the peace).⁶⁹⁸ This mediating function seems to be attested by P. Erbstreit dossier 19 in which the scribe Patous, son of Herieus, belonging to a well known Egyptian family of priests, is described as ‘*the scribe in the middle*’, probably referring to his role in helping reconcile the disputing parties.⁶⁹⁹ Thereafter, the scribes could record the oath-text and the consequences for taking or not taking the oath, probably also having a considerable repertory of oath formulae at their disposal (as for instance the templates in P. Mattha) in combination with great skill to adapt them to particular cases.⁷⁰⁰ In a few cases the oath was written, and thus presumably also sworn, in Greek, probably due to the oath-taker speaking Greek.⁷⁰¹

⁶⁹⁷ As could also be indicated by the fact that several oaths seem to have been written by the same scribe: see Kaplony-Heckel, *Tempeleide*, for example O. Tempeleide 38, 39, 40; or O. Tempeleide 60 and 201; for a complete list see Chapter 3, Appendix 5b. Cf. O. Enchoria 21, p. 39, nr. 40 where the scribe of the oath is specified to be one of the priests along with the local inspector.

⁶⁹⁸ On the title *ss n p3 wbs* ‘scribe of the forecourt’ (*wbs* being the Demotic counterpart of the hieratic *Rwt-dj.t-M3.ṯt*), suggesting the presence and availability of a scribe at the entrance of the temple, i.e. ‘scribe du parvis’, who could be easily approached by persons needing his services, see Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 203 and Manning, *YJLH* 24 (2012), especially p. 117-118. About the note occurring in some temple oaths that the scribe wrote the oath *r hr NN* ‘according to NN’s voice / as he told me to do’ (NN being one or both parties), see above.

⁶⁹⁹ According to Vandorpe and Vleeming, *Erbstreit Papyri*, p. 163-164.

⁷⁰⁰ See Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 499: “By its explicit reference to the legal category of ‘elder brother’, O. Detroit 74249 provides new confirmation of Egyptian inheritance law as stipulated in the Hermopolis Legal Code” ... “The Hermopolis Code anticipates that the division might be contested, and the surviving portion of the document includes a model oath to be sworn by the eldest son in regard to deceased siblings, whose share he is claiming”.

⁷⁰¹ On the six temple oaths written in Greek see Chapter 5, texts 16-21, p. 284-297.

4.2.2.4 Role of the Trustee after the Writing of the Temple Oath (from stage B to C)

After the oath was put in writing and before the oath-taking ceremony at the temple, the ostrakon (type A) bearing the oath-text was often entrusted to a third person, the trustee. As pointed out previously (§ 3.3.3), this appears to be the case in one third of the known Demotic temple oaths originating from the Theban area: *tw p3 ʿnh r dr.t ... ‘the oath – i.e. the ostrakon bearing the oath-text – has been given into the hand of NN, i.e. the trustee’*.⁷⁰²

The trustee in the Demotic temple oaths was probably the equivalent of the ὀρκωμότης mentioned in the Greek temple oaths and in P. Grenf. I 11.⁷⁰³ The latter document is especially relevant as it originates from Pathyris and concerns an oath procedure in the neighbouring town of Krokodilopolis, where many surviving Demotic oaths from Pathyris⁷⁰⁴ seem to have been sworn, without mention of any trustee. So, on the one hand, based upon the evidence provided by P. Grenf. I 11, it appears that the ὀρκωμότης or trustee’s role was also known in Pathyris, despite temple oaths from there not recording this detail.⁷⁰⁵ On the other hand, this omission could be significant and possibly indicate that the role of the trustee in Pathyris was less prominent than in Thebes. This could be due to the (pre)dominant role of the priest referred to in the postscript of oaths from Pathyris (clause VII) as the priest (*p3 wʿb*) ‘who has access to the temple’ (see below).⁷⁰⁶

It seems that the trustee in particular was called upon when the parties, mostly women, were unable to read the oath-text themselves and needed someone to read it out loud for them so that they could simply confirm that the oath was true by pronouncing the assertion of truthfulness. This conclusion is based upon the regular mention of the trustee together with the assertion of truthfulness and women acting as oath-takers in the same oaths, as shown in Chapter 3.⁷⁰⁷ Bearing this in mind, the fact that the ostrakon with the oath formula on it was at times entrusted to the litigants themselves⁷⁰⁸ could imply that those litigants were literate and thus able to read the oath-text without any assistance from a third party.

⁷⁰² For more on clause VI, see § 3.3.3. For the list of the oaths from the Theban area comprising this clause, see *ibidem*, note 587, p. 151 and Appendix 6. Note that oaths originating from the Theban area actually refer to oaths found or taken in Thebes as well as in the neighboring towns such as Medamud.

⁷⁰³ As demonstrated in Chapter 3, p. 153.

⁷⁰⁴ Oaths from Pathyris means: found or taken in Pathyris and the neighbouring town Krokodilopolis.

⁷⁰⁵ In fact, we would expect the trustee to play a role in Pathyris oaths since many of them were to be taken in the neighbouring town Krokodilopolis.

⁷⁰⁶ This priest most likely supervised the oath-taking ceremony and in doing so, probably duplicated some of the tasks belonging to the trustee in Thebes. Therefore one may speak of slightly different regional procedures at this particular stage, one for Thebes and one for Pathyris respectively. See Chapter 3, p. 154.

⁷⁰⁷ As pointed out at p. 153, another possibility is that the trustee read the oath-text aloud (or whispered into the oath-taker’s ears) and the oath-taker repeated it after him (similarly to the situation described in P. Cairo JE 65739 from the New Kingdom where the defendant Erenofre repeated the oath after the court. On this text, see Chapter 2, p. 54).

⁷⁰⁸ O. Tempeleide 31 and 44: the ostrakon with the oath was entrusted to both the contestants; while O. Tempeleide 90 was entrusted to the oath-taker himself. Cf. also the remarks on O. Tempeleide 44 = O. Leiden 44 by Nur el-Din, *Ostraca Leiden* (1974), p. 229: instead of *p3 s 2* ‘the two persons’ he reads *h* or *hj* ‘husband’, suggesting that the husband, the second party to whom the oath was sworn “will take the oath on behalf of

The temple oaths are not explicit as to who appointed the trustee. According to P. Grenf. I 1, however, it was Pechytes, the *epistates* adjudicating the case on behalf of the *strategos*, who entrusted the ostrakon with the oath-text to the ὀρκωμότης Thotsytes. The identity of Thotsytes is not further specified, but based on his father's name he could be the son of one of the parties, who in that case most likely had a say in choosing him as the oath's trustee. This could also be the case in O. Tempeleide 4 where the trustee seems to be the same person playing the role of oath-helper (oath-helpers are mostly relatives of an oath-taker). Yet again the fact that the trustee was sometimes an official acting on behalf or at the request of a legal authority (for instance *p3 rd* 'the representative' or *p3 šms* 'the attendant')⁷⁰⁹ implies that it was indeed the authority assisting the parties settle the dispute who appointed this third party. If this was actually the case, maybe an additional task of the trustee could have been to report the outcome of the oath ceremony at the temple to this authority, that is to say whether the oath was taken or not (see Phase 3 below, § 4.2.3.4).

himself and his wife". Cf. also O. Strasb. 1917 (unpublished, but quoted by Kaplony-Heckel, *Tempeleide*, p. 400-401): the ostrakon with the oath-text on it seems to be entrusted to both parties as well.

⁷⁰⁹ See for example O. Tempeleide 149 and 123. The representative is known to act on behalf of someone else, mostly an authority or a highly ranked official; the tasks of the attendant included usually to bring people to court or to a judicial authority. See also Chapter 3, p. 152.

4.2.3 The Procedure of the Oath-Taking at the Temple (Phase 2, stage C+D)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oath
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining to Phase 2 of the procedure:

When and where were the oaths sworn? What influenced the choice of the time and place for the oath swearing? Where exactly in the temple were the oaths sworn and who was present at the oath-taking ceremony? And how do we know if the oath was taken in the end (or not)?

The procedure of the actual swearing of a temple oath, chiefly an oral affair, is not explicitly recorded in the temple oaths themselves. However, their formula provides sketchy yet useful data that enable the following general reconstruction of how procedures unrolled immediately before and also during the oath-taking at the temple:⁷¹⁰

Between Stage B and C: After the oath formula was recorded on the ostrakon, the litigants still had to go to the designated temple (place) to swear the oath itself, the crowning piece of the procedure. Since the temple oaths represent an oral tradition, it was not sufficient to only put the oath in writing, it had to actually be spoken aloud in order to draw the attention of the god in question. The temple for oath-taking can be located in the same place of origin of the parties or in another (neighbouring) village or town.

Stage C (C1 – C4): The parties would go to the temple, probably in a specific location for oath swearing (often the *dromos* or the gate of the temple, on occasion named ‘*Gate-of-giving-justice*’), on the same day the oath is recorded, or between 1 and 8 days later (C1 + C2).

The presence of other persons at the oath-taking ceremony, for instance family members of the litigants, may have been required as well, either as witnesses, for moral support or on occasion as oath-helpers. Once all parties (litigants, trustee or ὀρκωμότης, oath-helpers, a temple priest, on occasion officials or their representatives) are present at the temple, the oath-taker – usually the defendant – could pronounce the oath-text himself, or repeat it after a third party (the trustee or ὀρκωμότης, a temple priest, e.g. *pj w^cb?*) who read it aloud, or

⁷¹⁰ The clauses Ic + Id (place and date of oath-taking), II (wording of the oath), III (assertion of truthfulness), IVaa (subsidiary oath) and V (trustee) provide valuable information. Also the information gained from the postscript (especially VIIa and VIIc noting the outcome and date of the oath-taking) is useful. On these clauses, see Chapter 3, *passim*.

perhaps he simply confirmed the authenticity of the oath being read by pronouncing the assertion of truthfulness. (C3 + C4).

Stage D: A postscript noting the outcome of the oath-taking ceremony was occasionally added to the oath-text on the ostrakon, usually at the bottom, by a priest (*pꜣ wꜥb*) associated with the temple where the oath had been taken or refused (this seems to be a regional procedure only attested in Pathyris).⁷¹¹ This priest is a different person from the scribe of the oath-text, as indicated by the different handwriting. In oaths sworn in Krokodilopolis, the scribe of the postscript occasionally bears the title ‘*priest who has access (to the temple of Smn)*’ while in Pathyris he is mentioned simply by name; once he is the *lesonis*.

The procedure outlined above was adhered to as a rule. In the following subsections additional, more detailed information will be gained by reconsidering the evidence collected from the temple oaths, both Demotic and Greek, both published and new (Turin ostraca), in combination with other sources. P. Grenf. I 11 and P. Mattha will again provide interesting and valuable extra information, this time about the procedure of oath-taking itself. More specifically, the following topics will be dealt with: the popularity of certain gods and temples and the connection between specific gods and the contents of oaths; special dates for oath-taking; the exact spot in the temple for swearing the oath and the possible performance of symbolic gestures or acts during the oath-taking ceremony; the people present at the oath-taking ceremony, and their role therein, and finally, how we can ascertain whether the oath (without a postscript noted) was taken or not.

4.2.3.1 Place and Time of Oath-Taking (stages C1 + C2)

Neither the oath-texts themselves nor P. Mattha and P. Grenf. I 11 explicitly mention how and by whom the place and time for swearing the oath were selected. We do not know whether this was the decision of the litigants themselves or of the authorities involved in the procedure, nor whether they could choose any temple or day to swear the oath. Each temple had its own priests, staff and facilities, along with a team of professional scribes to whom one could turn for assistance. The tendency towards a particular temple may have been influenced by practicalities such as the provenance of the parties, the distance to the temple, or acquaintances and also service and availability of certain scribes, priests or officials – some were itinerant officials and also the priest-judges did not hold court in every temple or village.⁷¹² However, the oath-taker’s personal preference and, above all, the popularity of a certain cult and of certain gods may have also played a role in determining before which god the oath was taken.

⁷¹¹ Even the oaths from Pathyris do not always include a postscript: see § 3.3.4.

⁷¹² For example, the *strategos* is one of those itinerant officials; also, referring to the priest-judges, Allam, *JEA* 77 (1991), p. 119 noted that “presumably, they held their meetings only in certain temples or towns”.

After listing (based on popularity and statistical findings) the temples and gods in Thebes and Pathyris that are connected with the swearing of temple oaths, we will first investigate whether there is a possible connection between the choice of certain temples and gods and the contents of the oaths. Next, we will briefly look into special dates for the swearing of oaths.

Popularity of Certain Gods and Temples Within Oaths: As discussed in Chapter 3 (p. 119), there are several temples and gods involved in the swearing of temple oaths. However, some are more prevalent in the sources than others. On the Theban east bank the majority of the surviving temple oaths were taken in the name of Khonsu, also invoked as Khonsu-Neferhotep and Khonsu-Lord-of-the-length-of-life, in his temple in Karnak. Montu, invoked in his own temple, appears to be the second most popular there, followed by Amun in Luxor.⁷¹³ On the west bank of the Nile the most popular god is Amun, often invoked as Amun-of-the-Ogdoad in his temple in Medinet Habu. The god Djeme, who is also worshipped there, only appears occasionally as oath-guarantor.⁷¹⁴ According to some scholars, the numerous oaths sworn in the name of Montu as the Bull-(Lord)-of-Medamud, at the gate of his homonymous temple, were taken by Theban people in Medinet Habu,⁷¹⁵ specifically in a small chapel dedicated to this god on the southern side of the Eastern High Gate of the Amun temple (temple of Ramses III).⁷¹⁶ However, according to others, including the present writer, these oaths were actually taken in the temple of Montu in Medamud, about 5 km from Thebes on the east bank.⁷¹⁷

A similar discussion among scholars concerns the temple oaths from Pathyris and Krokodilopolis. The god Sobek was apparently very popular among the oath-takers living in Pathyris.⁷¹⁸ Most of their oaths (about 85%) were sworn in his name, specifically in his Temple-of-the-Pylon. The latter is usually identified with the temple of Sobek in the neighbouring town Krokodilopolis about 14 km away from Pathyris (or the temple in *Smn*

⁷¹³ Of the 166 surviving temple oaths sworn in East Thebes, 117 are taken in the name of Khonsu, 47 oaths in the name of Montu, 2 oaths in the name of Amun. For specifics about the gods and temples in Thebes, see Chapter 3, p. 119 and the related tables in Appendices 2a-c.

⁷¹⁴ Of the surviving temple oaths certainly sworn in West Thebes, 66 are taken in the name of Amun-of-the-Ogdoad, 4 in the name of Amun, 8 in the name of Djeme.

⁷¹⁵ The oaths taken in the name of Montu, Bull-of-Medamud, are 234. Two of these oaths were actually found in Djeme/Medinet Habu: O. Tempeleide 33 and 222 (Lichtheim nrs. 158 and 159).

⁷¹⁶ One of the problems dividing scholars is the fact that no temple of Montu, the Bull-of-Medamud (i.e. the place of oath-taking mentioned in the oaths) is attested in the archaeological record of Djeme/Medinet Habu. See also next note.

⁷¹⁷ On this matter and the discussion among scholars, see Chapter 3, p. 118. Maybe these two possibilities existed alongside each other. So, for example the chapel in Medinet Habu could serve as an ‘annexe’, a second best, for the swearing of oaths before Montu, when the parties were not able to go to Medamud. See also Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 151 (unfortunately, the relief – see the attached photograph – on the Eastern Gate in Medinet Habu in which Kaplony-Heckel believes Montu is represented as the Bull is not definitively clear).

⁷¹⁸ We know that the disputing parties lived in Pathyris based on family archives from there; also the oaths were found in Pathyris.

about 5 km away?).⁷¹⁹ However, given the fact that small chapels existed within a given temple (dedicated to deities other than the main god), some scholars have suggested that there could have been a chapel of Sobek in Pathyris.⁷²⁰ This chapel – yet to be discovered – could have been located in the temple of Hathor, comparable to the chapel of Montu situated in the temple of Medinet Habu in Thebes.⁷²¹ Either way, the god Sobek was by far the most popular god with oaths in the area of Pathyris. In contrast, the goddess Hathor, despite having her own temple in Pathyris, is only invoked a few times as guarantor of oaths, while the god Anubis occurs only once.

Based on the evidence provided by the oaths found in one place but sworn in another (e.g. oaths found in Thebes but sworn in Medamud or those found in Pathyris but sworn in Krokodilopolis),⁷²² it appears that the parties regularly travelled to a different place from where they lived in order to take their oath in a specific temple. The reasons for this are sometimes of a practical nature, as demonstrated in the following examples: in O. Tempeleide 28 (= P. Erbstreit dossier 12) the plaintiff preferred to have the oath taken by the defendant in Krokodilopolis since the latter was a scribe in the temple of Hathor in Pathyris.⁷²³ A similar situation is reflected by O. Tempeleide 38 and 39: both oaths were taken in Medamud, and not in Thebes where the parties most probably lived, because the plaintiffs were priests in Thebes. In the case of O. Detroit 74249, an oath before the Bull of Medamud, the dispute was not generated in Pathyris as suggested by Ritner, but in Thebes, where the oath was also written and the *strategos* involved in settling the dispute was based.⁷²⁴

Aside from certain practical reasons, were there other deciding factors to persuade litigants living in Thebes and Pathyris to swear their oath elsewhere when they could just as easily have gone to a temple in their hometown? Could there be a link between a certain god and the specific contents of the oath?

⁷¹⁹ On the precise location of Krokodilopolis and *Smn* and their identification with modern Rizzagat and the village Dahamcha respectively, see Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, p. 37. About the suggestion that *Smn* could be the religious name for Krokodilopolis, *ibidem*.

⁷²⁰ See for instance Vandorpe, *Archive of Dryton*, p. 413-414 (originally based on a suggestion from the present author).

⁷²¹ It is also possible that both, the main temple of Sobek in Krokodilopolis and his alleged chapel in Pathyris, functioned as a place for swearing the oaths in his name. See also note 765.

⁷²² See also Theban oaths found on the east bank, but taken on the west bank (or vice versa): O. Tempeleide 38, 39, 73 etc. and also two unpublished ostraca (mentioned by Devauchelle, *RdÉ* 48 (1997), p. 260) found in Karnak but bearing oaths to be taken before Montu, the Bull of Medamud, in Medamud. According to Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155, of the 43 ostraca found in situ in Medinet Habu on the west bank, 3 of them were taken before Khonsu and 1 before Montu on the east bank; of the ostraca found in Karnak on the east bank, 1 was to be taken 'in the house of Djeme' and 2 in Medinet Habu, on the west bank.

⁷²³ As suggested by Vandorpe and Vleeming, *Erbstreit Papyri*, p. 35.

⁷²⁴ Based on the reading *Pr-Ipt-wrt* 'Temple of Eperis' (i.e. Opet in Karnak) contra *Pr-Ht-Hr* 'Pathyris' by Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498 (see Chapter 2, ex. 63, p. 93), and the similarities with the formulae of Theban oaths (for which see § 3.1.2).

Specific Gods and the Subject Matter of the Oath: It is difficult to find a pattern or a direct link between the subject matter of certain oaths and the deity invoked. However, the evidence shows that some gods are more ‘specialised’ in certain areas and their prominence in particular matters is striking. The following examples concern a group of oaths from Thebes and from Pathyris respectively.

The vast majority of a group of Theban temple oaths (15 out of 21) concerned with specific matrimonial issues (i.e. infidelity and financial domestic mismanagement)⁷²⁵ were sworn in the name of Montu, the Bull of Medamud, a deity popular in the Theban area, also when oracles are concerned. As shown by Borghouts, the preponderant choice for these oath-takers, mostly women, to exonerate themselves from dishonesty in marriage specifically before this particular god is not coincidental.⁷²⁶ Indeed, Montu, especially as the bull god, represents ethical behaviour par excellence in domestic and matrimonial affairs. This is due to his involvement with “marriage morals”,⁷²⁷ which was typical for the Theban territory and attested from the New Kingdom through the Late Period, thus making him the perfect guarantor of the truth of oaths regarding such topics.

One could reasonably believe that if the oath-taker involved in e.g. a dispute of conjugal infidelity was innocent and eager to prove his innocence, she (occasionally he) was all the more prepared to swear her oath in front of Montu, the bull god and that she would probably have impressed her opponent more if she did so in the main temple of Montu, the Bull-Lord-of-Medamud, in Medamud itself. Similarly, the adversary who may have imposed the oath on his partner, doubting her monogamous behaviour and ethical financial management, would probably also challenge the oath-taker to take the oath in front of the same god, especially in Medamud itself. The distance between Thebes and Medamud could be travelled in one day, which would also account for those oaths written in Thebes, where the parties probably lived, but sworn in Medamud on the same day. So, one might say that when certain subject matters were concerned, a particular god and a particular temple could even reinforce the strength of the oath. In that case, it seems likely that the oath-taker was prepared to travel in order to take the oath in a specific temple and before a specific god, whether this was the oath-taker’s own decision or when pressured into it by another party or authority.

In contrast to the clear predominance of Montu in Theban oaths dealing with matrimonial issues, no apparent nexus between Sobek and specific matters of the numerous Pathyris oaths sworn in his temple in Krokodilopolis could be found. Sobek seems more of an all-round god invoked in a wide range of disputes. However, it is not surprising that the inhabitants of Pathyris were willing to undertake a lengthy journey to the neighbouring town of Krokodilopolis in order to swear their oath in his temple. As said, Sobek was very popular

⁷²⁵ On this group of oaths see also Chapter 3 (Excursus I), p. 129-132.

⁷²⁶ Borghouts, *RdÉ* 33 (1981), p. 11-22.

⁷²⁷ *Ibidem*, p. 20.

in the area, not only with oaths; his popularity in Pathyris is confirmed by the use of personal names with Sobek in it, and by the priest's title '*priest of Sobek and Hathor*'.⁷²⁸ Also, the inhabitants of Pathyris were used to travelling to Krokodilopolis for example to pay taxes and go to the notary office in times when this was not possible in Pathyris itself.⁷²⁹ In contrast, the goddess Hathor, whose temple is attested in the archaeological record of Pathyris, does not seem very popular when oaths are concerned. Only a few oaths (4?) are taken in her name; noticeably almost all of them (3?) deal with theft.⁷³⁰

Special Dates for Swearing the Oath: There is no clear evidence that oaths were to be taken on special days or festivals, for example of a certain god.⁷³¹ In P. Louvre E 7848, however, an Abnormal Hieratic text already discussed in Chapter two (ex. 46, p. 74), which can be seen as a precursor of Ptolemaic temple oaths, the parties involved in a conflict about a tomb agree upon settling their conflict by swearing an oath before the moon god Khonsu-in-Thebes-Neferhotep. The oath in question was taken remarkably late, namely three weeks after the redaction of P. Louvre E 7848. According to Donker van Heel the reason for this was that the date chosen for the swearing the oath was a day on which there was a full moon. So, on that specific day the lunar god Khonsu-in-Thebes-Neferhotep, in whose name the oath was to be taken, "would be at the zenith of his power."⁷³²

Also, it is sometimes possible to recognize certain patterns in the choice of months, seasons or periods, depending on the subject matter. For example, the oaths dealing with disputes concerning wheat, barley and other crops or products of the land, are very often to be taken in the *ḥ.t* or *šmw* season, respectively the harvest and summer season. As many oaths arise from (dis)agreements about sales and loans in kind (disputes usually concerning the size of the debt, the quantity of the products, their purity and quality), or land leases (disputes about the payment of the harvest tax or rental), it is not surprising that the disputes often arise at the end of the harvest season when crops would be available to be sold and debts, harvest taxes or rent could be paid (or not).

⁷²⁸ See Chapter 3, p. 156.

⁷²⁹ *Ibidem*.

⁷³⁰ O. Tempeleide 180 (theft of clothing), 190 (tomb robbery); O. Turin S. 12776 (theft of cereals); O. Tempeleide 36 is dealing with the existence of a certain document related to a sale.

⁷³¹ In contrast to oracular consultation, for which lists of good or bad days are known (on this matter see Hoogendijk, *ZPE* 113 (1996), p. 216-218), there is no evidence of special occasions or festivities for swearing a temple oath.

⁷³² Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 97.

The Exact Spot in the Temple for the Oath-Taking: Temple oaths do not always specify in which place at the temple the oath had to be sworn. Some oaths, however, indicate the gate (*rꜥ*) or the dromos (*ḥftjḥ*) of the temple as the place for swearing the oath.⁷³³ Already in the Ramesside Period the temple forecourt was indicated as the place for swearing an oath, as attested in P. Strasb. 39: ‘You will seek out those people ... to administer an oath, and you will take them to the forecourt of their god so they can swear by him (i.e. the god)’. This does not seem to be a coincidence as these places, specifically the gate, represent the nexus between the outer secular world of chaos and disorder and the inner, enclosed sacred world of divine, cosmic order and truth, the gate in this sense being the ‘channel’ and the link between these two areas.⁷³⁴ The temple gate was therefore the optimal place for the god to present and manifest himself, and the inscriptions and reliefs on its walls emphasize the god’s role as judge and worshipper of *Ma‘at*. Significantly, “a judge was ‘he who opens the portico (as a juridical entity)’ , that is, a temple gate”.⁷³⁵

As well as being places full of symbolism related to the representation of a divine court, in the Ptolemaic Period many temple gates appear to be a *Rwt-dj.t-Mꜥꜥ.t* ‘Gate-of-giving-justice’ where justice was actually administered by priest-judges and officials.⁷³⁶ There are at least twenty references to gates of justice in Ptolemaic Egypt being located in Dendera, Edfu, Esna, Medamud, Karnak, Akhmim, Tanis and Koptos, which can assume various architectonical forms,⁷³⁷ but are usually located in the precinct of the temple.⁷³⁸ Of these places Karnak, Koptos, Dendera and Medamud are also known for the swearing of temple oaths. Can the spot in the temple area where the oaths were taken, although not always specified in their formulae, be identified with these gates of justice?

In Karnak a gate functioning as a *Rwt-dj.t-Mꜥꜥ.t* is the outer monumental (21m high) gateway or propylon (*sbḥ.t*),⁷³⁹ to the temple of Khonsu in Karnak, known today as the ‘Babel-Amara’. Built and decorated under the reign of Ptolemy III Euergetes I (246-221 B.C.), this very well preserved gate located in the temple dromos gave access to the temple forecourt and has 48 scenes covering its entire surface. Some of the inscriptions and reliefs present Khonsu as a judge and stress his role as avenger of any lie describing the god as being ‘great in terror, great in flame, he whose *bꜥw* (i.e. Khonsu’s punishing power) takes

⁷³³ For an overview of the places for oath-taking mentioned in the temple oaths, see § 3.2.1.3.

⁷³⁴ See Manning, *YJLH* 24 (2012), p. 117-118.

⁷³⁵ *Ibidem*.

⁷³⁶ As demonstrated by the famous Siut lawsuit and the Erbstreit proceedings, for which see respectively Thompson, *Archive from Siut, passim*; Shore and Smith, *JEA* 45 (1959), p. 52-60 and Vandorpe and Vleeming, *Erbstreit Papyri*, esp. p. 32-42. According to some scholars the administration of justice at the temple gate had become institutionalized in Ptolemaic times; on this matter see Manning, *YJLH* 24 (2012), p. 117-118; Clarysse, in: Mooren (ed.), *Politics, Administration and Society*, p. 29-53; Van den Boorn, *JNES* 44 (1985), p. 7 and 21.

⁷³⁷ The *Rwt-dj.t-Mꜥꜥ.t* was not always a gate of the same type and in the exact same location in the temple area, but it could assume various architectonical forms, ranging from monumental gates giving access to the temple forecourt, to a kiosk located on the dromos close to the temple gate. See Traunecker, *Coptos*, p. 375-376.

⁷³⁸ See list of the gates of justice by Traunecker, *Coptos*, p. 374, with textual references and bibliography.

⁷³⁹ On this term, *ibidem*, p. 370.

possession of the one who says falsehood on the dromos of the Bnnt-temple (i.e. Khonsu's temple)',⁷⁴⁰ Although the preserved temple oaths invoking Khonsu⁷⁴¹ in Karnak do not specify the place designated for oath-taking – they only mention being sworn 'before' (*m-b3h*) Khonsu or at his temple (*n pr*) – it is most likely that they were taken on the dromos of Khonsu's temple, more specifically at the propylon, probably in the shade of this gate of justice's passage.

In Koptos Traunecker has suggested identifying the monumental portal (*m3h.t*), giving access to the temple of Geb, built and partially decorated between 79 and 69 B.C. (i.e. during the reign of Ptolemy XII), as a *Rwt-dj.t-M3c.t*.⁷⁴² On the temple walls the god Geb is represented as the ultimate judge who worships and follows *Ma'at*, is impartial and chases and punishes any lie.⁷⁴³ This gate of justice therefore seems to be the perfect place for swearing the Greek temple oath on O. Tait Bodl. 274 in the name of the god Geb.

The god Geb is also invoked in a temple oath from Dendera, O. Tempeleide 208, to be taken 'in the forecourt (*n p3 wb3*) of Dendera'. Unfortunately, no temple of Geb has been identified in the forecourt of the temple domain of Dendera. However, the kiosk of the Nectanebo's mammisi (the birth house of Ihy, the son of Hathor and Horus) and the temple of Isis, both located in the temple forecourt, seem to be indicated as being a *Rwt-dj.t-M3c.t*.⁷⁴⁴ Maybe a chapel of Geb, a god strongly connected to Isis and Osiris (according to one myth he was Osiris' father) and Horus, was located in one of those buildings, where judgements were pronounced and oaths, including O. Tempeleide 208, could be sworn.

In Medamud a kiosk attached to temple of Montu (reign of Ptolemy XII, 145-116 B.C.) has been identified as a *Rwt-dj.t-M3c.t*.⁷⁴⁵ Many oaths invoking Montu as the Bull of Medamud are said to be sworn 'at the gate (of the temple) of Djeme in the temple of Montu, Lord-of-Medamud'. As previously discussed (see p. 118), this 'gate of Djeme' is to be located in the temple of Montu in Medamud (and not in Medinet Habu), most likely in the aforementioned kiosk functioning as a *Rwt-dj.t-M3c.t*. However, Devauchelle prefers to identify the place for the swearing of oaths with the "portique de Ptolémée VIII Évergète II, à l' avant de la sale hypostyle" located closely to the kiosk in question, in the same part of the temple area.⁷⁴⁶

⁷⁴⁰ *Urk.* VIII, 92 (110): inscription on the bedrock panel, eastern doorpost, North face. For more about the inscriptions and reliefs on the 'Gate-of-giving-justice' of Ptolemy III in Karnak, see Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 218-220; Traunecker, *Coptos*, p. 375 and Derchain, *AAT* 33, 1 (1995), p. 1-12. Cf. also Chapter 1, p. 6 and Chapter 3, p. 117-118.

⁷⁴¹ Or his Greek equivalent Herakles, as in O. Tait Bodl. 273, O. Wilcken 1150 and Wilcken Chrest. 110 A, for which see Chapter 5, texts 16, 20 and 21 respectively.

⁷⁴² Traunecker, *Coptos*, p. 370-379.

⁷⁴³ *Ibidem*, p. 368-369.

⁷⁴⁴ *Ibidem*, p. 374-375.

⁷⁴⁵ Sauneron, *BIFAO* 54 (1954), p. 125-126; Sambin, *BIFAO* 92 (1992), p. 181; Traunecker, *Coptos*, p. 375.

⁷⁴⁶ Devauchelle, *RdÉ* 48 (1997), p. 260-262, esp. p. 262.

In conclusion, the temple gate, in particular the *Rwt-dj.t-M3^c.t*, and the dromos and more generally the temple forecourts – all locations within hearing distance of the god – appear to be the perfect place in the temple area for the oath-taking ceremony, even when not specifically indicated in the oath formulae as the place for swearing the oath. There is actually no other place where the oath-taker is more aware of the gods who listen to his words and of the possible divine and earthly repercussions if he commits perjury than at the temple gate or in the temple forecourts.⁷⁴⁷

⁷⁴⁷ For more on the meaning and functioning of the oath, including its cosmic significance, semantics and semiotics, also with regard to the gate space, see § 1.1.

4.2.3.2 Who Were Present at the Oath-Taking Ceremony (stages C3 + C4)

Who were present during the oath-taking ceremony at the temple and what role did these persons play? For instance, were the judges or officials, besides the higher authority, i.e. the gods residing in the temple, also there? And is the procedure in Thebes different from that in Pathyris?

Table 1. People who may be present during the oath-taking and their tasks

Parties	• Oath-taker (usually the defendant) • Opponent (usually the plaintiff)
Bystanders	• Oath-helpers (mostly oath-taker's relatives) [as con-jurators, swearing a so-called subsidiary oath] • Family members and friends of both parties [for moral support or as witnesses?]
Assistants	• Trustee or ὀρκωμότης (on occasion <i>p3 rd</i> or <i>p3 šms</i>) [carries the ostrakon with the oath-text, accompanies the parties to the temple, and may read the oath-text aloud] • Priest (<i>p3 wꜥb</i>) linked to the temple of oath-taking [assists during the performance of the oath; may read the oath-text aloud; writes the postscript on the ostrakon]
Authorities/ Supervisors	• Officials (for instance temple <i>epistates</i> and <i>lesonis</i>; village <i>epistates</i>?) [supervise and witness the oath-taking (the <i>lesonis</i> writes the postscript on the ostrakon once); may also impose the oath] • Elderly residents or temple priests (<i>presbyters/presbyteroi</i>) [supervise and witness the oath-taking] • Egyptian judges (<i>n3 wꜣꜥt.w</i>) [impose the oath; possibly witness the oath-taking as well]

The list of those present at the oath-taking includes the oath-taker(s) and his opponent(s) in the first place,⁷⁴⁸ possibly accompanied by oath-helpers. The oath-taker, usually the defendant, could be either one or several individuals swearing the oath separately or as a group.⁷⁴⁹ Oath-helpers, who occur in both Thebes and Pathyris, were mostly family members.⁷⁵⁰ They were probably required to take a so-called subsidiary oath ('*this is a truthful oath*') as they knew the oath-taker well and could therefore substantiate his credibility

⁷⁴⁸ Strictly speaking, the oath formula states that the oath-taker had to swear the oath 'for' a given opponent, so not stating explicitly that the opponent was present at the oath-taking ceremony. However, we can definitely assume that this actually was the case as it was in the opponent's best interest to be present. Apparently, if the latter, for whatever reason, was unable to attend the oath-taking ceremony, a representative could take his place, e.g. O. BM EA 31459. See also P. Amherst 61 (= P. Survey 53) where one brother represents the others in a dispute about inheritance issues.

⁷⁴⁹ The fact that the oath-taker is usually the defendant in a dispute is probably due to the burden of proof normally relying heavily on the plaintiff, i.e. the party claiming something or accusing someone. However, temple oaths taken either by the plaintiff or a witness are known, although these are rare. On this matter and for more statistics about the parties in general, see § 3.2.1.2.

⁷⁵⁰ See § 3.2.3.2 and Appendix 4a.

and the veracity of his oath. Perhaps, they were also supposed to know about the disputed matter (maybe even suspected of involvement, albeit marginally, in the same wrongdoing or activity along with the oath-taker?). In any case, the oath-helpers took the subsidiary oath themselves, being in fact conjurators, and thus were also liable to divine punishment if they committed perjury. The Egyptian terminology *ḥrk m-dr.t=f* ‘to swear in the hand of NN’ seems to stress the connection, also physically, between the main oath-taker and his oath-helpers.

It is possible that the oath-taker read the oath-text written on the ostrakon himself, but taking into consideration the low degree of literacy of the average ancient Egyptian, it seems more likely that the oath-text was read aloud by a priest, or by the trustee,⁷⁵¹ and solemnly repeated or just confirmed by the oath-taker by means of the assertion of truthfulness (*‘There is no falsehood in the oath’*). A trustee carrying the ostrakon with the text of the oath was sometimes present at the temple as well (at least at the utterance of the oaths taken before Montu, the Bull of Medamud and of a few other Theban oaths; besides, an ὀρκωμότης is engaged once in the procedure of a Pathyrite oath).⁷⁵²

Since the oath-taking was at a temple, one can reasonably expect a priest to be present to watch or provide assistance during the performance of the oath, although the formula of temple oaths does not mention him explicitly. Indeed, a priest (*p3 w^cb*, or a *lesonis*) noting the outcome of the oath-taking, and thus also being present during the ceremony, is attested in several oaths from Pathyris.⁷⁵³ Depending on the dispute’s subject matter and the consequences for taking or refusing the oath, other persons could attend the oath-taking as well, as shown by P. Grenf. I 11. In this case, dealing with the boundaries of a plot of land, those who witnessed the oath-taking included the ἀπὸ τοῦ τόπου πρεσβυτέροι *‘the local elders’*, either the temple elders (who could be familiar with the swearing of oaths) or the elderly residents (who were aware of the situation), the representative of the *komogrammateus* (who kept records of the land) and the people belonging to one of the parties involved (who either were there for moral support or possibly had economic interests in the plot of land).⁷⁵⁴

Furthermore, it seems that on occasion temple oaths were sworn before judicial authorities such as the judges or in the presence of officials such as the *epistates* or the *lesonis*. As already discussed (p. 187 and 190), several passages of P. Mattha refer to oaths being required from one of the parties *‘before the judges’* or *‘where the judges are’*. In other words, the judges could impose a temple oath during a lawsuit in order to settle a dispute. But where did the parties actually take such an oath? One passage in P. Mattha (col. IV, 9) dealing with annuity law shows that the oath could not only be imposed by, but also be sworn

⁷⁵¹ On the position and relationship of the trustee with the parties, see § 4.2.2.4.

⁷⁵² About these Theban oaths, see above p. 151. For Pathyris, see below, Appendix 1 (§ 4.5.1).

⁷⁵³ As can be inferred from the postscript (clause VII): see § 3.3.4.

⁷⁵⁴ See below, Appendix 1 (§ 4.5.1), phase 6.

on one's own initiative before, the judges and in a court of law:⁷⁵⁵ '[If an oath will be imposed] on you, to take it for me, it is in the place where the [judge]s are that you will take it' ([iw=w dj.t ʕnh] m-s3=k r ir=f n=j i.ir=k (r) ir=f n=j n p3 ʕ.wj ntj iw n3 w[pʔ].w n.im=f).

The judges (n3 wpʔ.w) referred to in P. Mattha can be identified with the Egyptian priest-judges while 'the place (lit. 'the house') where the judges are' (p3 ʕ.wj ntj iw n3 w[pʔ].w n.im=f) is probably the same as 'the house of judgment' (p3 ʕ.wj n wpʔ) mentioned in a specific clause in certain legal contracts, both to be identified with the local court of law over which they presided.⁷⁵⁶ Moreover, as already demonstrated by many scholars dealing with the subject, the place where these Egyptians priest-judges held their sessions, where the court was located and trials were held, can be identified with the temple, more specifically its forecourts, including the *dromos* and the gate.⁷⁵⁷

We may therefore conclude that, when the Egyptian priest-judges are involved in the procedure, the imposing and the swearing of the oath most likely occurred in the presence of the judges and at the temple (gate) where they held their court and oaths were often sworn. This was on the condition that the parties for whatever reason did not go to another temple for the actual swearing of the oath – as was sometimes the case (e.g. Theban oaths sworn in Medamud).

Oaths could also be taken before the temple *epistates* and/or the *lesonis*. The temple *epistates* (Greek: ἐπιστάτης ἱεροῦ) was the controller who supervised the local temples on behalf of the state.⁷⁵⁸ The *lesonis* (Demotic: mr-šn; Greek: ἀρχιερεύς), was the highest priest in the temple and its designated administrator.⁷⁵⁹ Both the temple *epistates* and the *lesonis* are mentioned in the formula of a Theban temple oath by Amun, in *casu* O. Tempeleide 35 (sale of a house), written on papyrus and part of the archive of Amenothès, son of Horos.⁷⁶⁰ This oath was sworn by a certain Imuthès called upon to testify in a dispute between Amenothès and two daughters of Psenesis claiming the house that Amenothès allegedly bought from their deceased father. In his sworn testimony Imuthès mentions another oath previously taken by Psenesis whereby the latter had indeed agreed to sell a house to Amenothès. It is this oath by Psenesis (not preserved) that was seemingly taken in the presence of the temple *epistates* Psenmonthès and the *lesonis* Psenminis:⁷⁶¹ '... while he (i.e. Psenesis) had declared (under oath) to do it (i.e. sell the house) in the presence of Psenmonthès, son of Psenthotes, the *epistates*

⁷⁵⁵ So far there is no actual example of surviving temple oaths that explicitly mentions being imposed or sworn before the priest-judges.

⁷⁵⁶ Did each temple also have its own priest-judges and court of law that could be convened on ad hoc basis (i.e. three priests and the *eisagogeus*)? Cf. Allam, *JEA* 77 (1991), p. 119: according to this scholar, the priest-judges held their meetings only in certain temples or towns. Were these maybe only the main temples in the most important/big towns?

⁷⁵⁷ On this matter and for bibliography, see above, p. 203-205.

⁷⁵⁸ The temple *epistates* is different from the *epistates* of either a nome or village, for which see p. 182.

⁷⁵⁹ For more on the *lesonis*' tasks see Pestman, *Amenothès*, p. 101, note j.

⁷⁶⁰ O. Tempeleide 35 = P. Amenothès 11.

⁷⁶¹ It seems that the temple *epistates* was often mentioned in documents along with the *lesonis*: see Pestman, *Amenothès*, p. 101, note h. Interestingly, the trustee of this oath seems to be Phagonis, the *lesonis* himself.

and Psenminis, son of Phagonis, the *lesonis*’ (r mtr=f r ir=f i.ir.hr Pš-šr-Mnt sš Pš-šr-Dḥwtj pš 3pjtts irm P-šs-Min sš Pa-wn pš mr-šn). We do not know with certainty if the oath by Psenesis was a promissory or a decisory oath.⁷⁶²

Another oath, O. Tempeleide 180 from Pathyris (theft of clothes), illustrates that the *lesonis*, called Sebekhotep, was present during the taking of a decisory oath in the temple of Hathor in Pathyris since he wrote the postscript on the ostrakon bearing the oath-text, noting that the oath had actually been sworn: ‘Sebekhotep, son of Ḥp-mn, the *lesonis* wrote: they took the oath aforementioned (in) year 44, 3rd month of the 3ḫ.t season, day 14’ (sh Sb-k-ḥtp sš Ḥp-mn pš mr-[šn] ir=w pš ʕnh ntj ḥrj ḥ3.t-sp 44 ibd-3 3ḫ.t (sw) 14). The fact that the *lesonis* and/or the temple *epistates* were present at the oath-taking ceremony is not surprising. They were both attached to the temple and probably only acted in Phase 2 of the oath procedure, supervising and witnessing the performance of the oath. However, it is more difficult to definitely state whether civil officials such as the village *epistates* or the *epistates* of the nome were actually also present at the oath-taking ceremony at the designated temple. Based upon P. Grenf. I 11 and for instance O. Tempeleide 28 we are aware that they could take part in the dispute resolution and facilitated the disputants in reaching an agreement; they probably even imposed the oath upon one of them, and wrote the oath text (Phase 1), but their physical presence during the performance of the oath at the temple remains questionable (Phase 2).

We need to take a closer look at O. Tempeleide 28, part of the so-called Erbstreit Archive (Pathyris 186–92 B.C.), where the village *epistates* is involved in the oath procedure instead of the temple *epistates*. The Erbstreit archive deals with a disputed inheritance of two plots of land (35 and 10 arouras) around Pathyris, belonging to a woman called Tamenos, which were inherited by her children after her death.⁷⁶³ Several trials took place between the family members of Tamenos (for instance Tamenos’ sister, her husband and children versus the husband of the late Tamenos and their children) and the oath in O. Tempeleide 28, to be taken on 1 November 135 B.C., had to end the dispute in the first trial held before the *epistates* of Pathyris.

The formula of O. Tempeleide 28 only mentions that the oath was written in the presence of the village *epistates* (and possibly the vice-*epistates*), most likely in his office in Pathyris: ‘[They] wrote [the oath] aforementioned in the presence of Patous, son of Ḥorus (i.e. the vice-*epistates*?), and Nechoutes, son of Kanopos (?), who is *epistates* in Pathyris in year 36, 2nd month of the 3ḫ.t season, day 6’ (sh=[w pš ʕnh] ntj ḥrj i.ir-ḥr Pš-twj sš Ḥr N3-nḥt.f sš Gnps ntj n 3pjtts n Pr-Ḥt-Ḥr n ḥ3t-sp 36 ibd 2 3ḫ.t (sw) 7).⁷⁶⁴ Unfortunately, we do not know the exact place where his office was located (was it perhaps near the temple area?) or where the

⁷⁶² According to Pestman, *Amenothas*, p. 100, note e, it was a promissory oath, perhaps a ὄρκος βασιλικός.

⁷⁶³ For the Erbstreit Archive, alias the archive of Peteharsemtheus, son of Nechoutes (Pathyris, 186-92 B.C.) see Vantorpe and Vleeming, *Erbstreit Papyri* (2017).

⁷⁶⁴ O. Tempeleide 28 (= P. Erbstreit dossier 12), ll. 14-17.

hearing took place, whether this also happened in the *epistates*' office or even possibly in the temple forecourts or precinct.

In the latter scenario both the trial and the enactment of the oath may have taken place in the temple forecourts in Pathyris before the village *epistates*. However, according to the oath-text, the oath was sworn at the temple-of-the-Pylon, thus most probably at the temple of Sobek in Krokodilopolis.⁷⁶⁵ Did the *epistates* (or the vice-*epistates*) of Pathyris attend the oath-taking ceremony there? O. Tempeleide 28 does not give any clear indication, but based on other texts he probably did not. For example, in P. Grenf. I 11 it appears that after writing the oath-text, the *epistates* (of the nome in this specific case) sent the parties to the designated temple in Krokodilopolis (in this case the Kroneion, the temple of Kronos/Geb) for swearing the oath, sending an ὀρχωμότης along with them. Despite being in Krokodilopolis himself, the *epistates* apparently did not join the parties at the oath-taking ceremony. Other oaths seem to confirm that a representative or an assistant (i.e. *p3 rd* or *p3 šms*), probably acting on behalf of the authority who participated in the dispute resolution, would be sent to the temple along with the parties to administer the taking of the oath.⁷⁶⁶

⁷⁶⁵ A temple of Sobek, Lord-of-the-Pylon, is known to exist in the neighbouring city Krokodilopolis, but not in Pathyris itself. As previously discussed (see p. 200), a possible alternative could be that there was a subsidiary chapel of Sobek, also popular in Pathyris, in the temple of Hathor in Pathyris, and that in certain cases, for example if it was a matter of urgency or the parties were unable to travel, the parties could swear their oath in the name of Sobek there, instead of traveling all the way to Krokodilopolis. O. Tempeleide 28 could theoretically be one of those cases.

⁷⁶⁶ Cf. note 709. See also Seidl, *Eid*, p. 60-62; idem, *Ptolemäische Rechtsgeschichte*, p. 97; Kaplony-Heckel, *Tempeleide*, p. 14-15.

4.2.3.3 Symbolic Gestures/Acts During the Oath-Taking Ceremony (stage C4)

According to P. Grenf. I 11, col. I, 14-17 and col. II, 13-16, the oath-taker Panas grabs a piece of soil while swearing an oath to settle a dispute with his neighbour Thotortaios about the boundaries of a plot of land in Pathyris.⁷⁶⁷ The oath was sworn in the Kroneion temple in Krokodilopolis, but the handful of earth was taken from the very same disputed boundaries (τὰ ὅρια) in Pathyris and brought along by the parties for the oath-taking ceremony at the temple:

P. Grenf. I 11, col. I, 14-17 (Panas' version)

I, 14-17: π[ροβ]αλέσθαι μοι τοὺς περὶ [τὸν Θοτ]ορταῖον [συ]γλαβόντα [γῆ]ν ἀπὸ τῶν ὁρίων [ὁμόσαι ἐ]πὶ τοῦ Κ[ρον]είου τὰ ὅρια εἶναι ταύτης τῆς γῆς [ἕως το]ῦ ις ἐ[πὶ τ]οῦ πατρὸς[ς] τοῦ βασιλέω[ς]

The people around Thotortaios imposed me (Panas) to swear an oath at the Kroneion, after seizing some soil from the boundaries, that these were the boundaries of this (plot of) land until the 16th year of the reign of the king's father.

P. Grenf. I 11, col. II, 13-16 (Pechytes' letter)

II, 13-16: προεβάλετο Θοτορταῖος Ἄρπαήσιος ὁ ἐγκαλῶν τῷ Πανᾷ περὶ τῆς γῆς δραζάμενον τῆς γῆς ἀπὸ τῶν ὁρίων ὁμόσαι ἐπὶ τοῦ Κρονείου τὰ ὅρια εἶναι ταῦτα τῆς γῆς ἕως τοῦ ις ἐπὶ τοῦ πατρὸς τοῦ βασιλέως

Thotortaios, son of Harpaesis, who brought a claim against Panas about the land, imposed (him) to swear an oath at the Kroneion, after grabbing a handful of soil from the boundaries, that these were the boundaries of (the plot of) land until the 16th year of the reign of the king's father.

The Greek verbs used in the two passages above to describe the same act by Panas of grabbing some soil during the oral enactment of the oath are different, but with a similar meaning. In his version of events, Panas uses the verb συλλαμβάνω 'to seize' or 'to collect', while Pechytes in the report to his superior Daimachos prefers using the verb δράσσομαι lit. 'to grab with the hand'.⁷⁶⁸ The use of the demonstrative pronouns ταῦτα ('these') for indicating the boundaries (τὰ ὅρια) and ταύτης ('this') for the plot of land (τῆς γῆς) probably does not only mean that both words had already been mentioned before in the text, but also that the handful of soil taken from those boundaries was actually pointed to during the swearing of the oath.

The proceedings must have unfolded as follows: presumably due to the revolt in the Thebaid⁷⁶⁹ and the consequent lack of land registers or any other documentation, Panas had to take some sort of estimatory oath to re-establish the disputed boundaries of his grain field

⁷⁶⁷ See also Appendix 1, especially stage 6 in the attached table.

⁷⁶⁸ See Liddell and Scott, *Lexicon*, respectively p. 1672 and p. 448.

⁷⁶⁹ The revolt of the native kings Chaonnophris and Haronnophris against Ptolemaic rule took place in 205-186 B.C., whereas P. Grenf. I 11 is dated after 181 B.C. (see also Appendix 1, § 4.5.1).

as accurately as possible. In order to achieve this, the parties probably first went to the field in question, where Panas indicated which, according to him, had been the boundaries before the revolt, maybe by marking them on the ground. Then, before going to the temple to confirm the truth of the estimated boundaries by swearing an oath, he grasped a clod of earth symbolizing those boundaries and took it with him to the Kroneion for the oath-taking ceremony.⁷⁷⁰

The legal historian Helmis has pointed out how Panas' act of grabbing the boundaries' soil while swearing the oath was of symbolic and ritualistic significance, strictly connected with the subject of the dispute, i.e. land (more specifically boundaries).⁷⁷¹ In doing so, Helmis speaks of a so-called "symbolisme juridique", that is the representation of a plot of land through a clod of earth, which in antiquity was attested in many legal procedures involving land as for instance in ancient Mesopotamia and archaic Rome.⁷⁷² Moreover, he also underlines the religious bond between men and land in traditional societies, both ancient and modern, at times embodied in a specific deity protecting the boundaries, or, as in ancient Egypt, by the use of oaths to ensure those boundaries.⁷⁷³ Furthermore, Helmis ascribed Panas' symbolic act in P. Grenf. I 11 to what he defines as "une formalisme très accentuée" which he believes to be deeply rooted in the Egyptian tradition of oath-taking, especially in the Thebaid, in contrast to the practice of the Greek royal oaths.⁷⁷⁴

To my knowledge, apart from the act of 'swearing into the hand' of the oath-taker (*ῥῥῥ* dr.t) by oath-helpers, there are no other examples of any symbolic act or gesture performed during the oral enactment of oaths in ancient Egypt, nor in the Ptolemaic or in the previous historical periods.⁷⁷⁵ In this respect the symbolic act described in P. Grenf. I, 11 represents a *unicum* in the oath sources from ancient Egypt. A caveat is thus in order when drawing general conclusions about formalism and symbolic or ritual gestures performed during the swearing of Egyptian oaths in general and temple oaths in particular. Nevertheless, it is not

⁷⁷⁰ Another possible, but in my opinion less likely scenario, could be the following: although the oath in P. Grenf. I 11 is said to be sworn in the temple of Kronos, maybe the oath was not sworn at the temple gate or forecourt as often was the case, but *in situ*, i.e. in the field in question, which perhaps was located near or on the temple domain, and where the far reaching authority of the god invoked as guarantor of the oath was still effective (in other ancient civilisations at times a symbol of the deity was brought to the place, different from the temple, where the oath for whatever reason had to be sworn. On this matter, see for example R. Harris, *The Journey of the Divine Weapon*, in: H.G. Güterbock and Th. Jacobsen (eds), *Studies in Honor of Benno Landsberger* (1965), p. 217-224). In this case no soil was taken beforehand or brought to the temple, but the parties went to the disputed land while Panas took a handful of soil from the boundaries while swearing the oath.

⁷⁷¹ Helmis, in: Allam (ed.), *Grund und Boden*, p. 332. For another interpretation of the specific passage P. Grenf. I, 11, col. II, 14 (δραξάμενον τῆς γῆς ἀπὸ τῶν ὁρίων), see Mitteis, *ZSS.RA* 23 (1902), p. 274-300.

⁷⁷² Helmis, in: Allam (ed.), *Grund und Boden*, p. 332.

⁷⁷³ Helmis, *ibidem*, p. 333-334.

⁷⁷⁴ Helmis, in: Allam (ed.), *Grund und Boden*, p. 330 and 336-337. See also idem, in: Verdier (ed.), *Serment* I, p. 137-153, esp. p. 146-147. On swearing a false oath about a plot of land and being punished by the gods (passage known from the Instruction of Amenemope), see Chapter 1, p. 5.

⁷⁷⁵ The gesture of an oath by witnesses (i.e. left hand on the thigh and the right hand raised to the heart) is probably illustrated on a wall of the tomb of Wepemnefert (Old Kingdom), for which see Chapter 2, p. 31.

surprising that there are no other attestations of symbolic gestures or acts during the swearing of Egyptian oaths in the Ptolemaic Period or before since most sources consist of either the oaths themselves, i.e. their wording, or of indirect hints to the use of oaths. In fact, no source gives a description of the oath procedure as found in the exceptional case of the Greek dossier P. Grenf. I 11.

Concluding, the symbolic act performed by the oath-taker in P. Grenf. I 11 represents a *unicum* and is apparently strictly connected with the subject of that oath. It also provides us with a glimpse of the aspects of non-verbal communication that undoubtedly belonged to the oral tradition of oath swearing but were not conveyed into the written oath formulae, and are therefore lost to us. These aspects must indeed have included gestures and acts, either symbolic or functional, but also other facets of non-verbal communication such as intonation (when swearing an oath people usually raise their voice) and facial expressions, i.e. all the kind of information that, unfortunately, is usually not recorded and thus undetectable to us.⁷⁷⁶

4.2.3.4 Temple Oaths Without Postscript: Were They Taken or Not? (stage D)

The majority of the temple oaths on ostraca (both from Thebes and Pathyris), and on papyri (four from Thebes and one from Pathyris) do not include a postscript in their formula disclosing whether the oath was actually taken (or not).⁷⁷⁷ These temple oaths only provide us with the ‘programme’ or the outline of the planned proceedings at the temple.

As for the few temple oaths on papyri without postscript, there is another way to find out how the dispute ended, because these papyri belong to a family archive. The oath was given to the winning party for future reference or as proof of title. If the family archive belonged to the (family of the) oath-taker it means that he had taken the oath and won,⁷⁷⁸ on the contrary, as a consequence, if the family archive belonged to the opponent (i.e. not the oath-taker), the oath had probably been refused, thus meaning that the opponent had automatically won the case by default.⁷⁷⁹

⁷⁷⁶ K. van der Moezel, in: B. Haring, O. Kaper, R. van Walsem (eds), *The Workman's Progress. Studies in the Village of Deir el-Medina and Documents from Western Thebes in Honour of Rob Demarée*. (2014), p. 155-174, especially p. 160.

⁷⁷⁷ From Thebes: O. Tempeleide 37 (= P. BM Reich 10079 A); O. Tempeleide 35 (= P. Amenothès 11) and 34 (= P. Amenothès 13); P. Amherst 61 (= P. Survey 53, unp.); from Pathyris: O. Tempeleide 28 (= P. Erbstreit dossier 12).

⁷⁷⁸ See O. Tempeleide 28 (= P. Erbstreit dossier 12). Note that the oath recorded by O. Tempeleide 35 = P. Amenothès 11, belonging to the homonymous archive, was not taken by Amenothès himself, but by a certain Imuthès who testified in favour of Amenothès in a dispute dealing with the sale of a house, and thus the papyrus was kept in Amenothès' archive.

⁷⁷⁹ There are no examples of this scenario among the surviving oaths on papyrus. Note, however, that the oath documented by O. Tempeleide 43 = P. Amenothès 13 (see above, p. 143) was probably never sworn by Amenothès, but it was kept in his archive nonetheless. The reason why is the following: admitting (by not swearing) that the house was not sold to him by the plaintiff's father to pay an outstanding debt implied that Amenothès had still the right to cash in that debt. On the other hand, it also implied that the plaintiff was entitled to the disputed house; therefore, I wonder whether a copy of P. Amenothès 13 may have also been given to the plaintiff, who had won the case.

In the cases concerning the ostraca without a postscript, the presence of a number of clauses in the oath formula, or the lack of these, could provide us with a clue. This is especially true for clause IV a+b stating the consequences of taking and refusing to take the oath respectively: one could reasonably presume that the absence of any consequences for refusing to take the oath (IVb) included in the oath formula, indicated the strong expectation that the oath was actually going to be taken.⁷⁸⁰ Pointing in the same direction is the regular occurrence in the Theban oaths of the ‘assertion of truthfulness’ (clause III) by which the oath-taker confirmed the veracity of the oath-text and which was probably read aloud by a third party.⁷⁸¹

Since temple oaths written on ostraca are sometimes part of a private archive,⁷⁸² they may have been given to the winning party of the dispute to be taken home and kept, similar to what happened with the oaths written on papyrus. The difference between the oaths being part of an ostraca archive and those belonging to a papyrus archive probably lies in the nature of the subject matter of the dispute and how important it was deemed to preserve that proof for the short or long term. For example, if the dispute concerned a significant debt, the winning party would probably only want to keep the proof for the short term should the payment be questioned again by the adversary, hence the ostrakon was kept.⁷⁸³ On the other hand, in disputes concerning house or land ownership, this proof actually needed to be in the family for future reference for years to come, hence it was copied down onto papyrus.⁷⁸⁴

⁷⁸⁰ See for instance O. Tempeleide 1, 17, 42, 99, 138 etc. Cf. also § 3.2.3.4.

⁷⁸¹ On this matter, see § 3.3.1.

⁷⁸² On these ostraca see below, p. 220 and note 796 See also Kaplony-Heckel, in: Eyre, Leahy, Montagnon-Leahy (eds), *Studies Shore*, p. 153 and notes 48-50.

⁷⁸³ E.g. O. Tempeleide 96 about the payment for a delivery of barley, part of the archive of Pakoibis, son of Patous from Pathyris.

⁷⁸⁴ This is exactly what happened with for instance O. Tempeleide 28 (about land; Erbstreit Archive) and O. Tempeleide 34 and 35 (about a house; archive of Amenothos, son of Horos). See also the following oaths with postscript: O. Tempeleide 36 (archive of Harsiesis, son of Schotes); O. Tempeleide 29; 30; 67 (archive of Horos, son of Nechoutes); all dealing with land; and O. Tempeleide 36 (archive of Harsiesi, son of Schotes) about a house. For these texts, see Chapter 3, Appendix 3.

4.2.4 The Procedure After the Oath-Taking at the Temple (Phase 3, stages E + F)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oaths
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining Phase 3 of the procedure:

What happened after the oath was sworn (or not) at the temple? Which legal authorities were involved in this phase of the oath procedure and what was their role? Who wrote the documents possibly needed by the winning party (e.g. a quitclaim by the losing party or an estimatory oath for the plaintiff)? Who copied the oath-text onto papyrus and where were the ostraca and papyri kept after the oath procedure was completed?

The procedure after the oath-taking at the temple is partially documented by the formula of the temple oaths themselves. This is especially true for the consequences of swearing or refusing to swear the oath (stage E), which are recorded in the oath formula (clause IVa and IVb) of most temple oaths, both on ostraca and papyri.⁷⁸⁵ Concerning the final stage (stage F), a remarkable example of one and the same oath surviving on an ostrakon and on a papyrus (O. Tempeleide 172 A + B) shows that on occasion, after the dispute was settled, the oath formula of type B ostraca was copied down on papyrus (type C) to be kept in family archives.

Apart from the temple oaths themselves (internal evidence), additional and valuable information on the procedure after the oath-taking at the temple can be gained from other texts such as P. Grenf. I 11, P. Mattha and, occasionally, from private family archives where the temple oaths copied down on papyrus (type C) were kept. Moreover, information about the storage and find-spots of the ostraca (external evidence), although still scarce, is also helpful in the reconstruction of the final stages of the oath procedure. Schematically, the following illustrates what we know about the procedure after the oath-taking at the temple:

Stage E: After the oath-taking, the parties, along with the trustee or ὀρκωμότης, presumably returned to the person (judge, official or professional scribe) who assisted them in the first place and to the place (court, official's or scribal office) where the oath-text was originally put in writing, to handle the case further and deal with the consequences of the oath (E1).

The consequences of the oath were mostly established beforehand and included in the oath formula itself (in clause IVa if the oath was taken and in IVb if the oath was refused). In

⁷⁸⁵ The consequences of the oath have been extensively discussed in § 3.2.3.

general, if the oath-taker was the defendant, and in most cases he was, and he indeed took the oath, he was exonerated and the plaintiff had to drop all claims. Sometimes an additional deed of renunciation of the plaintiff's claims in favour of the winning party was drawn up (Demotic: *sh n wj*; Greek: συγγραφὴ ἀποστασίου) (E2).

Conversely, if the defendant refused to take the oath, he admitted his guilt, which usually implied that he had to give back or reimburse the disputed items to the plaintiff. On occasion, the plaintiff could be required to take an estimatory oath to establish the value of the items in dispute (E3).

The party who refused to take the oath may at times be summoned to a particular legal authority such as the *strategos*, the *epistates* or a representative (E4).

Stage F: Once everything was concluded, the ostrakon with simply the oath-text (type A) or the ostrakon with an added postscript (type B) was either handed to the winning party (option 1) or was kept in a temple or public archive (option 2). Occasionally, it was copied on papyrus (type C) to be kept in family archives (option 3).

We shall now investigate the intervention of an authority if the oath was refused (stage E) as well as the documents that would be needed in the final stages (E + F) of the oath procedure. After that, we will deal with the undocumented storage place of the ostraca after the oath had been taken, along with their find-spots.

4.2.4.1 Intervention of an Authority if the Oath Was Refused (stage E4)

If the oath-taker refused to take the oath, he usually faced consequences related to the subject matter of the specific dispute, ranging from the restitution of a disputed or stolen object or the payment of a specific debt to sharing an inheritance or house etc.; sometimes he also had to pay an additional fine.⁷⁸⁶ These consequences were usually included in the oath formula written on the ostrakon (clause IVb).

In a few cases the consequence of refusing to swear the oath consisted of the reluctant oath-taker being sent to (the office of) a particular authority.⁷⁸⁷ This could be the *strategos*, the *epistates*, the *lesonis* or even a representative or assistant acting on behalf of the authority. The formula used in these cases is always the same: *iw=f st3t r tm ir=f mtw=f ij.t i.ir.hr NN 'If he withdraws in order not to take it (i.e. the oath), he will appear (lit. come) before NN'*. As already pointed out (p. 183), the headquarters of the *strategos* and the *epistates* of the nome

⁷⁸⁶ For more details, see § 3.2.3.3. Note that in one exceptional case mentioned in P. Mattha, col VII, 31 the defendant who refuses to swear the oath has to suffer a corporal punishment (i.e. a beating).

⁷⁸⁷ O. Tempeleide 93, 100, 119, 140, 147, 159, 207, 213; O. Leiden 213, 259, 308; O. FuB 10, p. 176, nr. 36 and p. 181, nr. 40; O. Detroit 74249; O. Wilcken 1150; O. Strasb. 1517 (unpublished, quoted by Kaplony-Heckel, *Tempeleide*, p. 400) and O. Cairo MH 2984 (unpublished, *ibidem*, p. 388 and eadem, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155 and p. 159, note 77). It is not clear whether the *epistates* mentioned in O. Tempeleide 207 and in O. Wilcken 1150 is the temple or village *epistates* or the superintendent of the nome. Cf. Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 215 who suggests identifying the *epistates* mentioned in O. Tempeleide 207 as the 'épistate du Périthèbes' (i.e. of the nome).

were probably in the capital of the nome, although we do not know exactly where. We do know that the *strategos* could temporarily reside at the temple gate when adjudicating disputes (for example in the so-called ‘Phremithieion’, see above p. 182), close to where the *laokritai* held court. The *epistates* of the village was presumably seated in the village, but again there is no evidence as to precisely where, while the temple *epistates* and the *lesonis* had their office in the temple.

Table 2. Intervention by an authority if the oath is refused (only Thebes)

Authority	Consequences for the party refusing to take the oath	Text, provenance and matter of dispute
<i>Strategos</i> (<i>srtjkw</i> s)	appear before the <i>strategos</i> (<i>ij.t i.ir.hr p3 srtjkw</i> s)	O. Tempeleide 140 (Thebes, debt); O. Detroit 74249 (Thebes, inheritance); O. Strasb. 1517 ⁷⁸⁸ (Thebes, ?)
	act according to [the words?] of the <i>strategos</i> (<i>ir r ht [n3 mdw?] p3 srtjkw</i> s)	O. Tempeleide 100 (Thebes, debt?)
<i>Epistates</i> (<i>3pjtts</i> / ἐπιστάτης)	appear before the <i>epistates</i> (<i>ij.t i.ir.hr p3 3pjtts</i> ; εἰ δὲ [μή], ἔρχεσθαι ἐπὶ τὸν ἐπιστάτην)	O. Tempeleide 207 (Thebes, theft?); O. Wilcken 1150 (Thebes, contents of an agreement)
<i>Lesonis</i> (<i>mr-šn</i>)	appear before the <i>lesonis</i> (<i>ij.t i.ir.hr p3 mr-šn</i>)	O. Tempeleide 119 (Thebes, theft)
Representative (<i>rd</i>)	appear before the representative (<i>ij.t i.ir.hr p3 rd</i>)	O. Tempeleide 147 (Thebes, money payment)
Attendant (<i>šms</i>)	appear before the attendant (<i>ij.t i.ir.hr p3 šms</i>)	O. FuB 10, p. 176, nr. 36 (Thebes, inheritance); O. Cairo MH 2984 (Thebes, ?)
Unknown	appear before NN (<i>ij.t i.ir.hr p3 ...</i>)	O. Tempeleide 93 (Thebes, theft); 159 (Thebes, money); 213 (Thebes, ?); O. FuB 10, p. 181, nr. 40 (Thebes, ?); O. Leiden 308 (Thebes, ?) ⁷⁸⁹

Why were the oath-takers in these specific cases sent off to a particular authority and how were these authorities selected? What was the role of that authority in this stage of the dispute and oath procedure?

Content-wise, many of the aforementioned oaths deal with theft, debts and payments of money. However, the reason why the reluctant oath-takers in table 2 were sent to a particular authority does not seem to be related to the subject matter of dispute. There are other temple oaths dealing with the same matters of dispute, which do not mention the intervention of any authority if the oaths were not sworn.⁷⁹⁰ There is also no evident connection between a

⁷⁸⁸ The name of the *strategos* is given: *Pa-Gb* son of *Hrjw*.

⁷⁸⁹ The party refusing the oath must appear ‘before *Ljsjmkws*’.

⁷⁹⁰ E.g. O. Tempeleide 116 and 118 (theft); O. Tempeleide 150 and 151 (debt).

specific subject matter of dispute and a particular authority. The only feature all these oaths seem to have in common is their provenance from Thebes.

The fact that the consequences for the party refusing to swear the oath are not explicitly described in the oath formulae, and that the texts instead only mention that ‘*he must appear before*’ a particular authority if he indeed did not swear, suggests two different scenarios. First, the disputing parties may have initially been assisted by a professional scribe who wrote the oath-text, probably at the request of the parties themselves. In that case, the decision as to the consequences of refusing the oath was deferred to a higher judicial authority. This authority could be the *strategos* or the *epistates*, whose intervention thus would only be required in the final enforcement phase of the dispute.⁷⁹¹ The second, and in my opinion the most likely scenario, would be that the authority before whom the party refusing to swear the oath had been summoned, was the same one the disputing parties had turned to in order to settle their conflict. That means that the *strategos*, the *epistates*, the *lesonis* etc. mentioned in these oaths probably played an active role in arranging a settlement by oath between the parties as well, as for instance in P. Grenf. I, 11 and O. Tempeleide 28. Their subsequent task was to supervise the fulfilment of the obligations upon which the parties had agreed, as for example in O. Tempeleide 214 where the plaintiff, who lost his case and had to ‘*satisfy the heart*’ of his opponent before the *strategos*. For some unknown reason (maybe the oath was expected to be taken?), in the oaths under consideration the consequence or penalty for not taking the oath was established *after* the oath-taking ceremony.

4.2.4.2 Documents in the Closing Stages of the Oath Procedure (stages E + F)

In most temple oaths there is no indication of where the parties went after the oath-taking ceremony at the temple was completed. Presumably, once the oath had been sworn or refused, the litigants went back to the official’s or scribal office where the oath had been imposed and recorded, along with the trustee or ὀρκωμότης. After the oath-taking, the authority concerned, i.e. the judges, an official or simply a professional scribe, processed the case further and at least supervised the writing of the documents needed to close the case. These included documents such as a deed of renunciation of any future claims (a quitclaim or cession) by the losing party (Demotic: *sh n wj*; Greek: συγγραφὴ ἀποστασίου), and, on occasion, a suppletory or estimatory oath for the plaintiff to swear and a copy of the oath drawn up on papyrus for the winning party.

A cession is referred to in the temple oath formulae, specifically in the clause stating the consequences for taking the oath (IVa) usually reading as follows ‘*if the defendant takes the oath, the plaintiff will be far from him concerning the disputed items*’; an actual example of a

⁷⁹¹ See Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 501 who believes that in Demotic litigation, in contrast to Greek litigation, the *strategos* does not play an active role as mediator between the litigants, but only needs to act in the final enforcement phase, relying upon the decisive force of the oath. Cf. the dispute settlement process below, § 4.3.1.2.

written document of cession is P. BM Reich 10079 D, a quitclaim related to the dispute settled by O. Tempeleide 37 (= P. BM Reich 10079 A). Also, in P. Grenf, I 11, col. I, 20-21 and II, 19-20 it is explicitly mentioned that Thotortaios, the losing party, wrote a συγγραφὴ ἀποστασίου in favour of Panas, the winning party, after the latter had taken the oath and that the document was written in order to prevent any future claims. In P. Mattha there are various mentions of a quitclaim in relation to the swearing of an oath, e.g. col. VI, 3 (transfer of a house); col. VII, 13-16 (ownership of a house); VIII, 22 (litigation between neighbours); IX, 19 (inheritance).

An estimatory oath (see Chapter 3 p. 144) is regularly referred to in the temple oath formulae. It is to be taken by the plaintiff after the defendant's refusal to swear, which was an implicit admission of guilt. Unfortunately, no concrete, written example of an estimatory oath has been preserved. However, templates of estimatory oaths are found in P. Mattha: for example, col. VII, 23: if the defendant admitted (by refusing to swear) that his construction work did cause the plaintiff to lose money, the plaintiff then stated under oath how much money he had actually lost: *'Such-and-such money was lost to me because of your obstructing my house'*. Also, in col. VIII, 22: after the defendant refused to swear that he did not cause the collapse of his neighbour's house on purpose (that is: admitting that it was indeed a malicious act), the plaintiff had to take the following oath: *'my house has collapsed; such-and-such thing is lost to me due to my house collapsing'*. We do not know when the text of the estimatory oath was recorded, that is to say whether it happened before the parties went to the temple (in Phase 1) or only afterwards if the defendant refused to swear his own oath (in Phase 3).

Copies of temple oaths on papyrus, as said, may have also been needed, for instance in more complex or weighty cases like those concerning immovables.⁷⁹²

The question remains as to who wrote the documents needed in the closing stages of the procedure such as a quitclaim, a suppletory oath or a copy of the oath on papyrus. Despite the mention of the losing party writing a quitclaim for the winning party in P. Grenf. I 11, the documents needed to close the case must have been written by a professional scribe, be it at the request of the parties themselves or instructed by the legal authority who handled the case.⁷⁹³ This scribe could be the same one who originally wrote the oath-text and was already familiar with the case, or another scribe. In fact, the latter seems to be the case with copies of the oath on papyrus, as shown by P. Erbstreit dossier 19 written by a third scribe mentioned by name (scribe 3), who was a different person from either the oath-text's scribe (scribe 1) or the postscript's scribe (scribe 2); and by O. Tempeleide 172 A (type C papyrus) showing a different handwriting from the 'original' oath preserved on O. Tempeleide 172 B (type B).

⁷⁹² Examples of such copies have survived, e.g. oaths regarding land as in O. Tempeleide 28 (= P. Erbstreit dossier 12) or those concerning a house such as O. Tempeleide 34 (= P. Amenotches 13) and 35 (= P. Amenotches 11). For the complete list of oaths copied onto papyrus, see Chapter 3, Appendix 3.

⁷⁹³ See Vandorpe and Vleeming, *Erbstreit Papyri*, p. 162-164.

4.2.4.3 Storage of the Ostraca After the Oath-Taking (stage F)

Up to now we have seen three types of temple oath-text carriers: type A ostraca, type B ostraca and type C papyri.⁷⁹⁴ Other than the type C papyri, which were kept in the family archives of the winning party, little is known about where type A and B ostraca were stored for safekeeping after the oath had been taken. The primary function of the type A ostraca is to provide a basis, a reminder of the actual oral enactment of the oath at the temple; once the oath had been taken, this function ceased to exist. The same applies to the type B ostraca once their text had been copied down on papyrus.⁷⁹⁵ Were these A and B type ostraca then disposed of, perhaps re-used or kept in an archive?

A few temple oaths on ostraca (type A and B) are part of private ostraca archives, e.g. the Demotic O. Tempeleide 69 (about a receipt), 179 (about valuable clothing) and the Greek oath O. Wilcken 1150 (about inflicting an injury) belonging to the Theban archive/dossier of Herakleides. O. Tempeleide 96 (about the delivery and payment of barley) and O. Enchoria 21, p. 35, nr. 37 (about the theft of a cow) are part of the archive of Pakoibis, son of Patous from Pathryis.⁷⁹⁶ This means that these ostraca were given to the winning party – who needed proof he had sworn the oath and thus won the case – to take home with him; private archival notes added onto some ostraca (§ 3.3.5) point towards the same conclusion; archaeological data also seem to confirm that some ostraca were found in, or at least close to, the remains of houses.⁷⁹⁷ The ostraca were probably stored there, together with other documents that were worth keeping. Nevertheless, these ostraca were probably of less significance to his family and his heirs, so it was not actually worthwhile copying them down onto papyrus, which was expensive.

We do not know if the ostraca were taken home by the winning party every time, once the oath procedure had been completed, as Devauchelle assumes.⁷⁹⁸ This would also imply

⁷⁹⁴ See Chapter 3, p. 103-104.

⁷⁹⁵ See e.g. Tempeleide 172 A + B: both the oath on ostrakon and the copy on papyrus are preserved; the papyrus was kept in the family archive, but what happened to the ostrakon? Evidently it had not been thrown away or re-used; unfortunately, there is no available information as to where the ostrakon was found.

⁷⁹⁶ For more on the dossier/archive Herakleides, see Kaplony-Heckel, *Afp* 50 (2004), p. 149; to this same archive belongs also another Demotic oath quoted by eadem, *Tempeleide*, p. 391. See also the early Roman archive of Mes-Wer: 1 temple oath: unpublished, mentioned by eadem, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 153 and note 43; cf. also eadem, *Tempeleide*, p. 387.

⁷⁹⁷ E.g. for the temple oaths from Medinet Habu (excavations: Oriental Institute Chicago 1928/29-1930?), see Lichtheim, p. vii: "...the areas in which we know (some of the) the ostraca were found are situated at the rear of the Great Temple, in front of the western Fortified Gate, an area which yielded remains of several Roman houses"; more specifically: 1 temple oath (?) part of the family Archive of Mes-Wer: found in situ in Medinet Habu, West Pylon/Gate (?), as quoted by Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 143 and note 53.

⁷⁹⁸ Devauchelle, *RdÉ* 48 (1997), p. 260. If a quitclaim was drawn up by the losing party, the ostraca with the oath-text were not worth keeping anymore.

that the storage place of the ostraca was different from the place where the oath had been recorded and also different from that where it had been sworn.⁷⁹⁹

Nonetheless, there also seems to be evidence for storage of the temple oaths on ostraca in a different place. For instance, the research conducted by Vandorpe on temple oaths on ostraca from Pathyris suggests a common or public place of storage, in which the oaths taken by different persons and before different gods were kept and found together.⁸⁰⁰

Although many oaths from Pathyris were sworn before Sobek in Krokodilopolis, they were not kept in Krokodilopolis, but in Pathyris itself where the parties lived and the oaths were put in writing.⁸⁰¹ Perhaps this common place was a temple archive, for example in the Hathor temple in Pathyris, where the scribal office was located and the oaths could have been recorded. Speaking in favour of a temple archive is the fact that some oaths appear to have been found in or near the temple area;⁸⁰² the evidence provided by O. Enchoria 21, 40, also from Pathyris, seems to point into the same direction, containing a temple oath on its recto and on its verso a temple inventory list of entries ('Tagebuch-Einträge'), which appears to indicate that after the oath-taking the ostrakon bearing the oath-text was kept in the temple (area), where it was re-used.⁸⁰³

As a matter of fact an archive of the temple of Hathor in Pathyris seems to exist.⁸⁰⁴ Unfortunately, it still remains unpublished. Did temple oaths also belong to the temple archive? And why would the temple be interested in keeping a document concerning a private matter between private individuals and sworn in a different temple? One plausible explanation could be that those documents were written by priest-scribes associated with the temple; additionally, maybe the temple wanted to keep record of the services rendered, probably for tax implications.

A more likely alternative may be that the place in or nearby the temple (area) where the (oaths on) ostraca were kept, and eventually found, was not a public archive, but a garbage

⁷⁹⁹ According to Devauchelle, *RdÉ* 48 (1997), p. 260, the fact that the ostraca were taken home by the parties would explain the reason why for instance two ostraca found in Karnak contained oaths to be taken before Montu, the Bull of Medamud, probably in Medamud itself.

⁸⁰⁰ See Vandorpe, *Archive of Dryton*, p. 413-414.

⁸⁰¹ The ostraca were discovered in Pathyris, although their exact find spot remains problematic. The town of Krokodilopolis cannot be located with certainty and thus no ostraca or papyri have been excavated there. Also, if the oaths were kept in the temple where the oaths were sworn, temple oaths sworn before Hathor in Pathyris and temple oaths sworn before Sobek in Krokodilopolis could not have been found together (but they have). Even if sometimes oaths in the name of Sobek may have been taken in a chapel of Sobek in the Hathor temple in Pathyris, the majority of the oaths before Sobek were still sworn, as said, in the neighbouring town Krokodilopolis.

⁸⁰² E.g. the ostraca from excavations in the Mut precinct in Karnak, for which see Jasnow and Fazzini, *Enchoria* 16 (1988), p. 23-48; and those from Pathyris, many of which were found during the excavations by Schiaparelli; although the exact find spot of the ostraca has not been noted, we know that the excavations were conducted in the temple area.

⁸⁰³ See Kaplony-Heckel, *Enchoria* 21 (1994), p. 27 and 39 - 41.

⁸⁰⁴ According to Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, § 3, § 13, and p. 100-101.

dump, similar to those dumps where for instance many Deir el Medina ostraca were found, among which various types of texts including oaths, from the Ramesside Period.⁸⁰⁵

Another possibility is that after the oath-taking in Pathyris or in Krokodilopolis, the ostrakon bearing the oath-text was brought back by the parties themselves or the ὀρκωμότης to the office of the authority taking part in the dispute resolution, e.g. the village *epistates*, and then kept in a public archive. The last scenario could also possibly explain the Greek notes such as ὄρκος ‘*oath*’ occasionally added on the Demotic ostraca, meaning either that a Greek functionary or servant working in the *epistates* office was involved in the archiving of those ostraca, or that the notes were meant for the Greek administration.

⁸⁰⁵ See Chapter 2, p. 24.

4.3 TEMPLE OATHS AND DISPUTE SETTLEMENT IN PTOLEMAIC EGYPT

This section aims to define and clarify the position and role of the temple oaths in the dispute settlement process in Ptolemaic Egypt. To do this, we will first discuss the disputing process model developed by legal anthropologists, i.e. the stages and related strategies through which a dispute between parties can pass in order to be resolved. We will then look at the actual methods and procedures for handling disputes in Ptolemaic Egypt. Finally, building upon this and focussing on the temple oaths, an attempt will be made to establish at which point in the process of settling disputes in Ptolemaic Egypt a decisory temple oath was taken, and which third parties (judicial or not) were involved.

4.3.1 The Disputing Process

Disputes occur in every society. At some point in his or her life everyone becomes involved in some minor or major disputes. As pointed out by Barkan, “just as every society has disputes, so does every society have one or more customary ways of dealing with disputes”.⁸⁰⁶ When a dispute arises, the people involved have to address it and decide what to do. In general, there are two main ways of settling a dispute: outside or inside a court of law. In the first case disputants find a solution to their contention without invoking the law (context: informal and unofficial), while in the second case they invoke the law and the intervention of a third judicial party which ultimately leads to a court case (context: formal and official). The first way of settling disputes corresponds to what scholars of jurisprudence call the pre-litigation phase, while the second way agrees with the litigation phase.⁸⁰⁷

4.3.1.1 Methods of Dispute Settlement According to Legal Anthropologists

Many models have been developed by legal anthropologists to classify and analyse methods of dispute settlement. Nader and Todd and other authors⁸⁰⁸ identify seven strategies to settle a dispute, arranged in ascending order of formality “with recourse to the law as the pinnacle of the process”⁸⁰⁹. They also distinguish three main stages in the disputing process: ‘grievance’, ‘conflict’ and ‘dispute’, which correspond to an escalation of the initial disagreement culminating into the public arena with the involvement of third parties.⁸¹⁰ Nevertheless, the main distinction between ‘conflict’ and ‘dispute’ has not been adopted in this book; instead,

⁸⁰⁶ Barkan, *Law and Society*, p. 93.

⁸⁰⁷ The *Duhaime’s Law Dictionary* (online) defines litigation as follows: “A dispute is in ‘litigation’ when it has become the subject of a formal court action or law suit”.

⁸⁰⁸ Nader and Todd, *Disputing Process*; their cross-cultural model of the disputing process is based on two main factors, first the number of active parties involved in the controversy (one disputant, both disputants, the disputants and a third party) and second, the kind of actions they undertake and the result of the process. For more literature on the subject and a detailed and accessible explanation of the methods of dispute settlement viewed from a perspective of legal anthropology, see Barkan, *Law and Society*, p. 96-104.

⁸⁰⁹ Hobson, in: Halpern and Hobson (eds.), *Law, Politics and Society*, p. 200.

⁸¹⁰ Nader and Todd, *Disputing Process*, p. 9-12.

following common practice, both terms are used synonymously and interchangeably to indicate a legal controversy.⁸¹¹

Table 3. The disputing process according to Nader and Todd

Stage	Strategy		What?	Who?
Grievance	1	Lumping it	Ignoring the problem	Unilateral action
	2	Avoidance	Withdrawing from the dispute	Unilateral action
Conflict	3	Coercion	Using force or threat of force	Unilateral action
	4	Negotiation	Reaching agreement by themselves	Both parties
Dispute	5	Mediation	Help in reaching agreement	Mediating 3 rd party
	6	Arbitration	Decision by the arbitrator	Arbitrating 3 rd party
	7	Adjudication	Formal judgement by a court of law	Judicial 3 rd party

By using the strategies 1 through 6, the parties resolve the conflict privately (e.g. by negotiation) or with the help of a mediating or arbitrating third party, but without the intervention of judicial powers, such as a judge. Therefore, these strategies of dispute resolution are sometimes referred to by scholars as ‘personal justice’ or ‘self-help’.⁸¹²

The first three strategies of dispute resolution, that is ‘lumping it’ (e.g. dropping a claim that is not worth the time or money), avoidance (e.g. moving away) and coercion (e.g. threatening with physical violence) involve unilateral action by one of the disputing parties. However, unlike coercion, lumping it and avoidance are considered quite passive methods due to one of the parties taking a wait-and-see approach or giving in to the other party’s demands or walking away from a confrontation.⁸¹³

Through negotiation, disputants are capable of resolving their conflict by reaching a mutually satisfactory agreement by themselves without third party intervention. Conversely, mediation and arbitration involve the intervention, agreed upon by the disputants, of a third, impartial party to help them settle the dispute.⁸¹⁴ The difference between the two interventions is that the disputants agreed beforehand to abide by the decision of the arbitrator (hence the definition ‘binding arbitration’); on the other hand, by using mediation they are free to decline any resolution the mediator may suggest.⁸¹⁵ Usually, mediators draw authority from their social status in the community and their relationship with the disputants,

⁸¹¹ For more on this specific terminology, see Barkan, *Law and Society*, p. 93-94.

⁸¹² Also by Egyptologists, such as Bagnall, *Egypt in Late Antiquity*, p. 168; Manning, *Last Pharaohs*, p. 166.

⁸¹³ For illustrative examples of stages 1-3 of the disputing process, see Barkan, *Law and Society* p. 96-99.

⁸¹⁴ For negotiation, see also the model developed by anthropologist P.H. Gulliver, *Disputes and Negotiations: a Cross-cultural Perspective* (1979). For a particular focus on mediation, see S.E. Merry, in: R.L. Abel (ed.), *The Politics of Informal Justice* (1982) and Greenhouse, *Man* 20 (1985), p. 90-114.

⁸¹⁵ Barkan, *Law and Society*, p. 100 and 102.

their intervention relying therefore on persuasion and informal social pressure.⁸¹⁶ So, they do not impose a decision to determine the outcome of the dispute, but work with the parties in trying to help them communicate and cooperate with the goal of reaching a mutually acceptable compromise, i.e. a so-called win-win solution. Mediators can encourage the parties to work out their differences by using various strategies, for instance by suggesting alternative solutions that they had not previously considered, or by helping them focus on their common, instead of their competitive, interests. Arbitrators, on the contrary, draw authority from their legal status and do have formal legal powers of coercion at their disposal.⁸¹⁷ In fact, after hearing both parties' claims, they conceive their own resolution and decide which party is right and thus wins the dispute. A resolution achieved through arbitration results in a win-lose situation.

The final strategy in the disputing process and the only one that involves invoking the intervention of a judicial third party is adjudication.⁸¹⁸ Unlike an arbitrator, the judge has the authority and power to intervene in the dispute and impose a decision to settle it by using his own discretion, even if not agreed upon beforehand by the disputants. The judge's decision or verdict entails a win-lose outcome, as the judge's task "is not to try to reconcile the parties but to reach a decision about which of them is right".⁸¹⁹ Also, once the process of adjudication has begun, i.e. one of the disputant parties brings a lawsuit against the other one, the latter is not free to decline being sued and refuse adjudication.

In conclusion, some disputes could progress through most strategies before reaching a solution following the trajectory as outlined in the table above. Other disputes, however, may skip or conflate one or more stages and related strategies for instance by starting with negotiation directly or adding an element of negotiation to other methods of dispute settlement. Also, the dispute settlement process can fail at any point and the parties can jump to any of the remaining strategies whereby the dispute can either escalate or de-escalate. The choice of engaging one strategy over the other does not depend only on the object of controversy. Trivial issues are usually resolved privately, while more serious problems (with more at stake) are considered worth taking to court if necessary, but also on the social relationship between the disputing parties and the legal culture of societies.⁸²⁰ As a result, some methods of dispute resolution may be favoured more by the disputants and certain societies and are also more likely to succeed than others. For example, family members,

⁸¹⁶ Nader and Todd, *Disputing Process*, p. 10-11. See also T. Hertel, *Old Assyrian Legal Practices. Law and Dispute in the Ancient Near East* (2013), p. 222.

⁸¹⁷ Hertel, *ibidem*.

⁸¹⁸ Focusing on litigation is the study by L.M. Friedman, 'Litigation and Society', *Annual Review of Sociology* 15 (1989), p. 17-29.

⁸¹⁹ Nader and Todd, *Disputing Process*, p. 11. See also Barkan, *Law and Society*, p. 102.

⁸²⁰ The importance of taking into account not only the object of the controversy, but also the social and cultural context when considering settling disputes has been stressed by Barkan, *Law and Society*, p. 93-94; 104-105.

colleagues or people living in a small community would want their relationship to continue beyond any dispute; therefore, they would favour negotiation and mediation as methods of dispute settlement over arbitration and adjudication to reach a compromise outcome, that is, a win-win situation for both parties. As pointed out by many scholars, the restoration of social relations is “an essential part of the resolution of the dispute”.⁸²¹

4.3.1.2 Methods of Dispute Settlement in Ptolemaic Egypt⁸²²

Preliminary remarks: When we apply the anthropological model of dispute processing presented above to the evidence from Ptolemaic Egypt, two things become apparent (note that most of this evidence consists of legal documents such as petitions, reports of court proceedings and correspondence between officials). First, the pre-adjudication or pre-litigation phase is hardly ever documented in these legal papyri and is therefore difficult to detect. The reason why is that the strategies of for instance negotiation and mediation are private processes of dispute settlement that are sorted out in an informal and unofficial manner, whereas the written legal documents mainly deal with formal and official matters handled in a public arena.⁸²³ On the contrary, adjudication is the most largely documented method of dispute settlement in the written medium since this strategy is formal and official by its very nature, involving recourse to the law and the intervention of a judicial third party. Usually, a conflict between Egyptians becomes apparent to us when disputants call upon the law for instance by filing a petition to the *strategos* (see below); this mostly occurs when they reach the litigation phase and the adjudicative process has begun. However, in keeping with the anthropological observation that actual litigation only represents the tip of the iceberg as well as one side of the coin, most disputes probably did not result in litigation and adjudication but instead were handled and (attempted to be) resolved in other ways, mostly undetectable.⁸²⁴

Second, it is not always clear in which stage of the disputing process the Ptolemaic officials or third parties in general are acting when assisting disputant parties in resolving their conflict, nor which status or precise competences and powers they have to do this, i.e.

⁸²¹ Barkan, *Law and Society*, p. 104-105. He also remarks that conversely, in large societies people do not know each other, or only superficially, and thus when they are involved in a dispute, they do not care about enduring relationships afterwards. Therefore, they care less about compromises as those achieved through negotiation and mediation, and are more likely to favour methods of dispute settling such as arbitration and adjudication. However, the growing complexity, length, not to mention the costs of the adjudicative process may have pushed people living in large societies to also use alternative methods of dispute settlement such as mediation more extensively.

⁸²² A conference about dispute resolution in Graeco-Roman Egypt that has been held in Leuven (29 June-1 July 2016): see in particular Manning, *Pursuing Justice in Ptolemaic Egypt*; K. Vandorpe, *Official Channels of Justice in Ptolemaic Egypt*; M.C.D. Paganini, *Keep It To Yourself: Private Associations and Internal Dispute Resolution* (publication forthcoming).

⁸²³ Cf. Hobson, in: Halpern and Hobson (eds), *Law, Politics and Society*, p. 200, who drew the same conclusions about villages in Roman Egypt.

⁸²⁴ Bagnall, *Egypt in Late Antiquity*, p. 161.

whether they are mediating, arbitrating or actually adjudicating, that is passing real judgement. This is partially because of omissions or gaps in the sources, but also due to the coexistence in Ptolemaic Egypt of several arenas and legal powers,⁸²⁵ at times overlapping, and to the lack of strict boundaries between administrative and legal competences.⁸²⁶

Self-help and 'official channels of justice' in Ptolemaic Egypt: Most evidence, i.e. legal papyri, from Ptolemaic Egypt records disputes that were settled through the official channels of justice. Other sources such as private letters, temple oaths and oracle questions provide a valuable set of data for the study of disputing processes that were dealt more privately and took place 'in the shadow of the law', that is outside the official channels.⁸²⁷ Sometimes petitioners refer to previous attempts to work out differences on their own (for instance by acceptance, coercion or negotiation); mediation or arbitration by officials who try to reconcile the disputing parties, e.g. by imposing a temple oath, are also attested.⁸²⁸ Private associations also favoured internal dispute resolution, among others by swearing a temple oath.⁸²⁹ Parallels from other societies analysed by anthropologists and sociologists render it likely that also in Ptolemaic Egypt people living in small villages, often involved in a conflict with familiar parties, tended to avoid the recourse to outside authority. Instead, they probably preferred to solve their disputes by themselves or by asking a third well-known person, well trusted and considered impartial by both disputants, to mediate and help them reach an agreement.

However, if the mutual troubleshooting failed and the disputants were not able to reach a compromise that satisfied both parties, they could still turn to the authorities (adjudication). Indeed, for many people living in small villages in a relationship of dependency to their adversary in a dispute, resorting to the authorities may have been the only option they had to handle the dispute.⁸³⁰ In the Ptolemaic Period one resorted to the authorities in the form of a written document, usually a petition.⁸³¹ There were no fixed rules to whom disputing parties

⁸²⁵ For legal pluralism in Ptolemaic Egypt, see above, p. 181. As pointed out by Manning, *Last Pharaohs*, p. 169, the Ptolemies "did not impose a Greek legal order on Egypt"; rather, they created a new order, incorporating both new state rules and Egyptian law, and in doing so, they allowed local norms, legal practices and scribal traditions, deeply embedded in Egyptian society, to continue.

⁸²⁶ For example officials such as the village or nome *epistates* who had a certain degree of judicial power by themselves can at times act as mediator in disputes and encourage an agreement between the parties instead of adjudicating the case.

⁸²⁷ Expression used by S. Waebens, *Two Sides of the Same Coin. Dispute Resolution in Graeco-Roman and Late Antique Egypt*, Conference Leuven 29 June -1 July 2016 (publication forthcoming).

⁸²⁸ P. Grenf. I 11; O. Tempeleide 28 (Erbstreit Archive).

⁸²⁹ O. Tempeleide 24; Wilcken Chrest. 110 A.

⁸³⁰ For parties involved in local disputes but appealing to state officials, see the remarks by Manning, *Last Pharaohs*, p. 183-184.

⁸³¹ On petitions in general, see Bauschatz, *Law and Enforcement*, p. 160-217. Most recently, G. Baetens, *Dispute Resolution through Demotic Petitions in Ptolemaic Egypt*, in: *Two Sides of the Same Coin. Dispute Resolution in Graeco-Roman and Late Antique Egypt*, Conference Leuven 29 June -1 July 2016 (publication forthcoming) and idem, *I am Wronged. Petitions and Related Documents from Ptolemaic Egypt (332-30 BC)*, 2017 (PhD, non vidi).

had to address the petition. Parties often chose to err on the side of caution and addressed their petition to an official they knew (for instance a village official) and requested him to sign their petition and to forward it to the appropriate bodies, literally in Greek “*to those for whom it is* (that is: to send this petition)”.⁸³² If parties were more confident about their case, they could also file the petition directly to a government official.

In Ptolemaic Egypt, as said, most officials also had certain judicial powers of their own. Many petitions were therefore directed to the chief official of the district, the *strategos*. One could also choose to have one’s case referred to the supreme authority of the country. A large number of petitions from the Ptolemaic Period was formally addressed to the king, but these petitions rarely reached the Royal Chancellery, let alone the king himself.⁸³³ In most cases, these petitions to the king (*enteuxis*) were also submitted to the *strategos*.⁸³⁴ After a short investigation, the *strategos* could decide to handle the case himself, to delegate it to the *epistates* of the nome or to approach a court, either the Greek *chrematistai* or the Egyptian local courts of priest-judges (*nṣ wptꜣ.w / laokritai*). Usually a Greek official, the *eisagogeus*, assisted and supervised both the Greek and the Egyptian courts; his tasks included introducing the cases, summoning the parties, checking the evidence, delivering court orders and making sure they were complied with.⁸³⁵ After 118 B.C., it was the language of the legal documents upon which the case was based, and not the ethnicity of the parties anymore, that determined whether the case fell under the jurisdiction of the *chrematistai* or the *laokritai* and thus whether Greek or Egyptian law would be applied.

As many scholars have pointed out,⁸³⁶ the Ptolemies as the new pharaohs represented the law but it was the priests-judges – supervised by the *strategos* at first and then by the *eisagogeus*, both representatives of the state – and the village *epistates* along with the village elders at local level who took part in private dispute resolution. Through the state officials (*strategos*, *epistates* of the nome) and the state-facilitated judicial institutions (*laokritai*, *chrematistai*), an important feature of the Ptolemaic legal system and order, the Ptolemies established control over the country but at the same time allowed Greeks and Egyptians to have their conflicts adjudicated by trusted persons from their own community, according to their own customs, legal traditions and in their own language.

⁸³² For the formulary of petitions, see Di Bitonto, *Aegyptus* 48 (1968), p. 56-62.

⁸³³ The king limited his intervention in legal matters of state importance. See Seidl, *Ptolemäische Rechtsgeschichte*, p. 73-74; Lippert, ‘Law Courts’, *UEE* 2012, p. 8.

⁸³⁴ On petitions handled by the *strategos*, see N. Lewis, *Greeks in Ptolemaic Egypt* (1986), p. 56-68.

⁸³⁵ Lippert, ‘Law Courts’, *UEE* 2012, p. 9; Allam, *JEA* 77 (1991), p. 124-125.

⁸³⁶ Manning, *Last Pharaohs*, p. 167-169; 195; 200-201; Lippert, ‘Law Courts’, *UEE* 2012, p. 8-10.

4.3.2 The Position of the Temple Oaths in the Ptolemaic Dispute Settlement Process

We will now investigate at which point of the dispute settlement process and by means of which strategy a temple oath was sworn to solve a conflict in Ptolemaic Egypt. Did this happen while the disputing parties tried to resolve their conflict privately, for instance by negotiation and mediation? Or was the swearing of a temple oath required by an arbitrator or during adjudication?

We will begin with adjudication. As previously pointed out, the use of temple oaths to settle private disputes handled in court is attested by P. Mattha; indeed, many passages of this legal manual mention temple oaths being imposed by the Egyptian priest-judges upon one of the disputants in order to settle all kinds of disputes. The involvement of state officials entrusted with judicial powers, such as the *strategos* and the *epistates* of the nome, in a private dispute resolved through a temple oath is recorded in P. Grenf. I 11. Also, disputant parties at times had to come before the *strategos* and the *epistates* (or their representative) if the oath was refused. We do not know for certain whether these officials only acted in the final enforcement phase or if they were involved in the disputing process from the very beginning.⁸³⁷ Their task was often trying to reconcile the parties and help them reach an agreement (*dialysis*), which seems to fit arbitration better than adjudication.

Regarding the other stages and strategies of dispute settlement, for instance coercion, negotiation and mediation, the evidence is less clear and explicit. The temple oaths themselves do mention the fact that one party could impose the oath upon the other or that both parties agreed upon one of them swearing the oath, which implies an element of coercion and negotiation at the same time.⁸³⁸ In case of resolution by themselves, the parties probably sought the assistance of a professional temple scribe to write the oath-text properly and accurately, his role being more of a facilitator than a mediator in the dispute.⁸³⁹ Also, the lack of sufficient proof to sustain their claims and the at times trivial dispute matters point in the same direction of informal dispute resolution and seem to exclude recourse to the authorities, i.e. adjudication. In addition, according to anthropological models, the fact that most parties lived in small villages, knew each other well or belonged to the same family could suggest negotiation and mediation as favoured methods for handling their disputes. Temple oaths never mention the intervention of a mediator directly; however, it seems plausible to assume that the village *epistates*, the elders of the village or even the trustee, as well-known, reliable and respected people in the community, may also have played the role of mediating third party and helped the disputants reach an agreement by swearing an oath.

⁸³⁷ Cf. Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 501, who believes that the *strategos* only intervened in the ‘last enforcement phase’ of the disputing process.

⁸³⁸ As in O. Tempeleide 180, O. Turin S. 12685 (for which see Chapter 5, text 5, p. 262-263) and P. Grenf. I 11, for which see Appendix I below (§ 4.5.1).

⁸³⁹ For professional scribes, see above p. 193-194.

In conclusion, temple oaths were taken to settle disputes at several stages of the disputing process and were the result of both formal and informal, private and public strategies, ranging from negotiation to adjudication (see table 4 below). A temple oath could be required by one of the litigants or imposed by a third mediating or adjudicating party. The swearing of the oath took always place in the context of a local temple before the ultimate judge, the tutelary god of the truth of the oath.

Table 4. Temple oaths in the dispute settlement process in Ptolemaic Egypt

	1		2		3		4
A	DISPUTE	→	RESOLUTION BY THEMSELVES	→		→	
			↓				
			NEGOTIATION Facilitator: professional scribe		FOLLOW UP Oath-taking at the temple		DISPUTE SETTLEMENT
	↓						
B	NO RESOLUTION BY THEMSELVES	→	MEDIATION Mediator: 3 rd party: trustee? Facilitator: professional scribe	→	FOLLOW UP Oath-taking at the temple	→	DISPUTE SETTLEMENT
			ARBITRATION Arbitrator: village <i>epistates</i>		FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>epistates</i>)		DISPUTE SETTLEMENT (<i>dialysis</i>)
		→		→		→	
	↓						
	ADJUDICATION						
	↓						
C	PETITION	→	NOT SENT	→	-----	→	DISPUTE NOT SETTLED [Back to A1: dispute]
	↓						
D	SENT	→	REFUSED	→		→	DISPUTE NOT SETTLED [Back to A1: dispute]
	<i>Strategos</i>						
	↓						
E	IN PROCESS	→	JUDGEMENT	→	FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>strategos</i>)	→	DISPUTE SETTLEMENT
	↓						
F	TRANSFERRED	→		→		→	
	<i>Epistates</i> (nome or village)		DIALYSIS JUDGEMENT (?)		FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>epistates</i>)		DISPUTE SETTLEMENT
	<i>Laokritai</i> <i>Chrematistai</i>	→	JUDGEMENT	→	FOLLOW UP Oath-taking at the temple	→	DISPUTE SETTLEMENT

4.4 CHAPTER SUMMARY

The Procedure Before the Oath-Taking at the Temple (Phase 1, stages A+B)

Several legal authorities at various levels of officialdom may take part in the resolution of disputes settled by swearing a temple oath, which is very much in keeping with Ptolemaic legal pluralism. Among them we can list a judicial authority such as the local priest-judges (*n3 wpt.w* alias *laokritai*) and civil officials such as the provincial governor (the *strategos*), and the chief official or superintendent in towns or villages (the *epistates*). A number of these authorities held office, permanently or temporarily, in the temple area, specifically on the *dromos* and at the gate of the temple. The judges in particular (but also officials assigned judicial tasks, along with professional scribes) must have had collections of rules at their disposal, that is legal codes or manuals such as for instance P. Mattha. These collections of legal cases and procedures served as an aid for the authorities to decide disputes, often settled by swearing a temple oath, of which templates were provided.

The disputing parties could also reach an agreement between themselves, or with the assistance of a neutral third party acting as a mediator, and independently approach professional temple scribes who offered their services in the forecourts of the temple. These scribes were familiar with the law, well trained in formulating legal documents, and perhaps some were even specialized in oaths (for which there were templates), thus being able to appropriately formulate oath-texts on demand. Hence, a decisory temple oath could be imposed upon one of the litigants, usually the defendant, either by a legal authority or by his opponent in the dispute. Both parties may also agree to resolve their dispute by one of them swearing an oath. Either way, the oath was binding and conclusive of the dispute matter.

Once the oath-text had been put in writing, the ostrakon bearing the oath formula could be given to a third party (the trustee or ὁρκωμότης), whose name was recorded in the oath formulae, or, more rarely, it would be entrusted to the disputants themselves. The trustee, either an influential person in the community or an assistant of the legal authority, was apparently called upon when the parties, mostly women, were unable to read the oath-text themselves, and/or when the actual oath swearing took place in a temple located in a different village. The disputants who occasionally acted as trustee were probably literate themselves; on these occasions the oath was taken the same day it was recorded and possibly in the same location.

The Procedure of the Oath-Taking at the Temple (Phase 2, stages C+D)

The same day the oath had been recorded on the ostrakon or some days later, the litigants went to the designated temple to swear the oath. Two scenarios are possible: this temple was located in the place of origin of the litigants or in another town or village, for example due to personal preference for a specific deity.

The specific location for oath swearing at the temple was usually the *dromos* or the temple gate, on occasion known as *Rwt-dj.t-M3̄.t*, a ‘Gate-of-giving-justice’ (e.g. in Karnak and Koptos), both known as places where legal documents were drawn up and where justice was administered by priest-judges and occasionally also by officials such as the *strategos*.

There the oath-taker, usually the defendant, most likely swore the oath facing the reliefs and inscriptions of the monumental temple gate – which emphasized the role of the residing god as a judge worshipping *Ma’at* and avenger of lies – being very aware of the gods listening to his statement. During the oath-taking ceremony, the swearer was surrounded by bystanders (relatives, on occasion acting as oath-helpers), assistants (the trustee or ὀρκωμοτής; a priest – *p3 wꜥb*) and authorities linked to the temple (the temple *epistates* or the *lesonis*). Perhaps, on occasion, even a legal authority (the village *epistates*?), or a delegated representative (*p3 rd*) or an attendant (*p3 šms*) was present, witnessing or supervising the performance of the oath. It is not clear if the priest-judges who held court at the temple gate only imposed the oath upon one of the parties or were also actually present during the oath-taking ceremony at the temple gate as well.

The oath-taker pronounced the oath-text himself reading it from the written text or repeated it after a third party (one of the assistants?) read it aloud or whispered it into his ears; mostly, he probably just confirmed it by saying the words ‘*this is a true oath*’. He could also refuse to swear the oath. Either way the dispute was settled. At times, additional oaths were sworn: the so-called subsidiary oath by the oath-helpers or a suppletory or estimatory oath by the plaintiff if the defendant refused to take his oath and thus admitted being guilty. In only one case a symbolic act performed by the oath-taker during the swearing of the oath is attested, probably strictly connected with the contents and the circumstances of that specific oath. Occasionally and only in oaths from Pathyris, the outcome of the oath-taking at the temple was added onto the ostrakon by a priest, mostly *p3 wꜥb* (scribe 2), linked to the temple where the oath was performed, a different person from the scribe of the oath-text (scribe 1).

The Procedure After the Oath-Taking at the Temple (Phase 3, stages E+F)

After the oath-taking at the temple, the dispute was settled and the parties had to deal with the legal consequences of swearing the oath (or not). For this they probably went back to the place and to the person where the oath had been imposed and drafted in the first place. This could be the office of the judges, an official or a professional scribe, depending on the proceeding followed, probably located in or close to the local temple, i.e. in the town or village where the parties lived.

There, the scribe of the oath (scribe 1) or another scribe (scribe 3) most likely wrote the documents needed to close the case, such as a quitclaim by the losing party or an estimatory oath by the plaintiff to further specify what he was entitled to after the defendant's refusal to swear the oath, which was equivalent to an admission of guilt. This scribe may also have copied the oath onto papyrus (type C), especially when dealing with immovables, for the winning party to keep in his family archive as a proof of title. If no copy of the oath on papyrus was needed, the ostraca simply bearing the oath-text (type A) or those with an added postscript (type B) were either handed over to the winning party to take home or stored in a temple or public archive, or thrown away.

Occasionally, the oath-taker who had declined to swear the oath had to go and see a particular legal authority (such as the *strategos* or the *epistates*, or their representatives) whose task was to establish the penalty for refusing the oath and ensured that the legal consequences of this refusal were fulfilled. This authority may not only have acted in the final 'enforcement' stage of the oath procedure but could have played a role in its earlier stages as well, maybe in helping arrange an agreement between the parties that culminated into swearing a temple oath.

The following table provides an overview of the involvement and kind of intervention of legal authorities and (mediating or assisting) third parties in the several stages of the procedure underlying the swearing of a temple oath:

Table 5. Involvement or intervention of authorities and third persons in the oath procedure

Authority/3 rd person	Stage oath procedure	Involvement / Intervention	Sources
Judges (<i>wṗḏ.w / laokritai</i>)	Stage A	summon disputing parties and impose the oath	P. Mattha
	Stage C	are present in the place where the oath is sworn	P. Mattha
<i>Strategos</i> (<i>στρατηγός / srtjḳws</i>)	Stage A	receives a petition filed by one party; transfers the case to the <i>epistates</i> (ὕπογραφή); may help the parties reach an agreement and impose the oath	P. Grenf. I 11; temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
<i>Epistates</i> (<i>ἐπίστατης / ʒpjtts</i>)	Stage A	summons and interrogates the parties based upon the ὑπογραφή by the <i>strategos</i> ; may help the parties reach an agreement and impose the oath	P. Grenf. I 11; temple oaths
	Stage B	formulates and writes the oath-text himself (or the writing happens in his presence)	P. Grenf. I 11; temple oaths
	Stage B – C	entrusts the oath (ostrakon) to the ὀρκωμότης	P. Grenf. I 11
	Stage C	is present at the oath-taking at the temple	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Lesonis (<i>mr-šn</i>)	Stage C	is present at the oath-taking at the temple	temple oaths
	Stage D	adds a postscript (outcome of the oath-taking)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Representative (<i>rd</i>)	Stage B – C	is entrusted with the oath on ostrakon (trustee)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Attendant (<i>šms</i>)	Stage B – C	is entrusted with the oath on ostrakon (trustee)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Priest who has access (<i>pʒ wḳb ntj ʕḳ</i>)	Stages C and D (scribe 2)	is present at and assists the oath-taking (may read the oath-text aloud); notes the outcome of it in a postscript	temple oaths
Professional scribe	Stages A – B (scribe 1)	formulates and writes the oath-text upon request of the parties or an authority	temple oaths
	Stage E (scribe 3)	writes the <i>šḥ n wj</i> , a quitclaim, the estimatory oath and other final documents	temple oaths
	Stage F (scribe 3)	copies the oath-text onto papyrus	temple oaths
Trustee / ὀρκωμότης	Stage A	may help the parties reach an agreement [neutral 3 rd party; mediator]	temple oaths
	Stage B – C	is entrusted with the oath on ostrakon and accompanies the parties to the temple	temple oaths; P. Grenf. I 11
	Stage C	assists the parties at the oath-taking; may read the oath-text aloud	temple oaths; P. Grenf. I 11
	Stage E	may accompany the parties back to the office of the scribe of the oath or the authorities	temple oaths

4.5 APPENDICES

4.5.1 APPENDIX 1: P. GRENF. I 11 (= M. CHR. 32)

Status and layout of the document

Inventory nr: P. Lond. III 606 (see also P. Heid. Gr. 1277, double to col. II, 12-22 and P. Heid. Gr. 1288, double to col. I, 8-23)⁸⁴⁰

Description: The text is written in two columns (I, 1-33 and II, 1-29) on the recto of a papyrus and has survived in a fragmentary state: many gaps occur, especially in col. I, of which the beginning and end are missing.

Language: Greek

Provenance and dating: Pathyris, after 27 August 181 B.C.⁸⁴¹

Publications: P. Grenf. I 11 was first published by Grenfell in 1896 and re-edited by Mitteis in 1912;⁸⁴² in 1948 Peremans and Van 't Dack provided a new edition of the text.⁸⁴³ Since then several scholars have dealt with this text; among them Skeat⁸⁴⁴ and most recently Helms in two different articles.⁸⁴⁵ For corrections and additions, see the *Berichtigungsliste der Griechischen Papyrusurkunden aus Ägypten*: B.L. 1, p. 178-179; B.L. 2.2, p. 71; B.L. 3, p. 69; B.L. 4, p. 34; B.L. 6, p. 45; B.L. 7, p. 62; B.L. 8, p. 140; B.L. 9, p. 95.

Contents: P. Grenf. I 11 is a copy of a dossier of Greek documents dealing with a dispute about a plot of land in Pathyris. The dispute consists of two phases: it starts with a disagreement between two men, Panas and his neighbour Thotortaios, concerning the land's boundaries (dispute 1) and then it continues involving the same Panas and another opponent, possibly relatives of Thotortaios or new neighbours (dispute 2).⁸⁴⁶

The initial conflict between Panas and Thotortaios, which is the one of interest here, was settled by a decisory oath taken by Panas after Thotortaios had filed a petition against him. The two main authorities involved in the case are Daimachos and Pechytes, to be identified with the *strategos* and the *epistates* of the nome respectively.⁸⁴⁷

⁸⁴⁰ For the fragments held in Heidelberg see Seider, *Paläographie* 3.1, p. 391 and 393.

⁸⁴¹ For the dating of this papyrus see Skeat, *JEA* 59 (1973), p. 169-170.

⁸⁴² B.P. Grenfell, *Greek Papyri* (1869); L. Mitteis, *Grundzüge und Chrestomatie der Papyrskunde* (1912), nr. 32.

⁸⁴³ Peremans and Van 't Dack, *RIDA* 1 (1948), p. 163-172.

⁸⁴⁴ Skeat, *JEA* 59 (1973), p. 169-170.

⁸⁴⁵ Helms, in: Allam (ed.), *Grund und Boden*, p. 327-340, with references to earlier literature (p. 328 and notes 3-5) and idem, in: Verdier (ed.), *Serment I* (1991), p. 137-153, especially p. 146 ff.

⁸⁴⁶ Unfortunately, the names of the opponents of Panas and the precise reason for the conflict in this case are mostly in a lacuna.

⁸⁴⁷ As already suggested by Peremans and Van 't Dack, *RIDA* 1 (1948), p. 166-169 and 172. It is not surprising that when corresponding with each other as colleagues Pechytes and Daimachos only use their names and not their official titles. The title '*strategos*' had probably been mentioned in the heading of the petition sent by Panas to Daimachos, but that part of the text is unfortunately missing on the papyrus. However, a *strategos* Daimachos is attested in other documents from the region (Thebaid and Pathyrite) and from about the same period: see for example SB V 8033 (Diospolis = Thebes East, 182-181 B.C.), a petition to Daimachos, the *strategos* in the Thebaid and the Pathyrite; and BGU X 1907 (Upper Egypt, 177 B.C.), also a petition to the *strategos*. Of Pechytes there are no further attestations: based on P. Grenf. I 11, col. I, 8: [Πεχύτ]η [ἐν τ]ῷ Παθου[ίτη] we assume that he was based in the Pathyrite nome, of which he was probably superintendent.

Texts: The papyrus consists of three texts drawn up consecutively (the lacunae in the papyrus are indicated by square brackets):

- 1) The petition in the form of a ὑπόμνημα ‘memorandum’ by Panas to the *strategos* Daimachos (col. I, 1-33 and col. II, 1-5) is laid out as follows:
 - [Protocol/heading: to the *strategos* Daimachos (I, 1-4)]
 - *Status quaestionis* and resume of previous facts concerning the dispute between Panas and Thotortaios (dispute 1) settled by a temple oath taken by Panas (I, 4-21).
 - Reason for Panas’ petition: [at some point something has gone awry] and a new dispute arises (dispute 2), this time between Panas and another opponent Thotortaios (I, 21-32).
- 2) Attachment: the letter (ἐπιστολή) by the *epistates* Pechytes to his chief, the *strategos* Daimachos (II, 6-22):

At the time of the dispute between Panas and Thotortaios (dispute 1) Pechytes reports to his superior how he handled and helped the parties to settle their dispute through a temple oath.

- 3) Final decision by Daimachos responding to Panas’ petition (II, 23-29):

Panas is confirmed to be the rightful owner of the plot of land and also wins dispute 2. This decision is based on the attachments (ἐπιστολή by Pechytes to Daimachos), the διεξαγωγή ‘settlement’ of the dispute (dispute 2) in front of the *oikonomos* (document mentioned in II, 24 but not preserved) and the oath that Panas had sworn in the previous conflict with Thotortaios (oath-text not preserved, but not part of this dossier).

Table a. P. Grenf. I 11: Chronological Reconstruction of Dispute 1⁸⁴⁸

	<u>Dispute 1</u> (between Panas and Thotortaios) Chronological reconstruction	<u>P. Grenf. I 11</u> Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
1.	<u>Thotortaios files a petition against Panas and delivers it to Daimachos (the <i>strategos</i>)</u> concerning measurements (see also nr. 7 below) of a grain field presumably bought by Panas from the royal fiscus	II, 13: Θοτορταῖος ὁ ἐγκαλῶν τῷ Πανᾷ 'Thotortaios ... who brought a claim against Panas' II, 6-7: τὸ ἐπιδοθέν σοι ὑπόμνημα κατὰ Πανᾶτος 'the petition against Panas delivered to you (Daimachos)' I, 6-7: [ἐπέδωκάν σοι ἄλλο ὑπόμνημα κατ' ἐμοῦ ἐπιβαλόντι [ἐπὶ τοῦ]ς τοπ[ους] 'they (Thotortaios' people) delivered another petition against me (Panas) to you (Daimachos)] when visited the district' II, 7: περὶ γῆς σιτοφόρου 'about the grain field' II, 13-14: περὶ τῆς γῆς 'about the land' I, 16 and II, 15: τὰ ὅρια εἶναι ... '(that) the boundaries are ...' II, 29: ἦν ἐώνητο ἐκ τοῦ βασιλικοῦ [...] '(the land) which he (Panas) bought from the royal [...]'
2.	<u>Daimachos forwards the petition to Pechytes (the <i>epistates</i>) provided with a ὑπογραφή ('subscription')</u> with the request to interrogate the parties and report his decisions to Daimachos	II, 7: ὑφ' ὃ ὑπεγεγράφεις 'under which (i.e. the petition) you (Daimachos) had added a subscription' I, 7-8: ἐχηρμάτισας [Πεχύτ]ηι τῷ [ι ἐν τ]ῷ Παθυρ[ίτηι] 'you (Daimachos) had instructed Pechytes in the Pathyrite' II, 8: διακοῦσαι αὐτῶν 'to hear them (Panas and Thotortaios) out' I, 8-9: διακούσαντα [αὐτῶν] '(that) he (Pechytes) must hear them (Panas and Thotortaios) out' II, 8: προσανεγκεῖν τὰ συγκεκριμένα 'to report the (i.e. Pechytes') decisions' I, 9: [ἀ]νεγ[κεῖν] ἐπὶ σὲ τ[ὰ συ]γκεκριμένα 'to report the (i.e. Pechytes') decisions to you (Daimachos)'
3.	<u>Panas and Thotortaios are summoned by Pechytes to a hearing in Krokodilopolis</u> the hearing panel consists of: Pechytes himself, the <i>phourarchos</i> (head of a garrison), the <i>hyperetes</i> (helper), the <i>archiphylakites</i> (chief of police), two persons mentioned by name (no title) and many others (officials?)	II, 9: καταστάντων ἐγ Κροκοδίλων πόλει 'summoned (i.e. Panas and Thotortaios) to Krokodilopolis' I, 11: κ[ατασ]τάντας [ἐν Κ]ροκοδίλων [πόλ]ει 'summoned (i.e. Panas and Thotortaios) to Krokodilopolis' II, 10-12 and I, 12-14: συναρόντος 'while there were present' Δημητρίου τοῦ φρουράρχου 'Demetrios the phourarchos' Ἀσκληπιάδου ὑπηρέτου 'Asclepiades the hyperetes' Πολιάνθου 'Polianthes' Ψεμμίνιος τοῦ Πατοῦτος 'Psemmínis, son of Patous' Ἑρμοκράτους τοῦ ἀρχιφυλακίτου 'Ermocrates, the archiphylakites' καὶ ἄλλων πλειόνων (II, 12) 'and many others'

The reconstruction is based on the evidence provided by the three texts in the dossier (see previous page). The evidence of texts 1 (petition Panas) and 2 (letter by Pechytes) is for the most part comparable, while differences between the two texts or additional information in one of them indicated in the table. The shorter text 3 (Daimachos' decision) provides useful additional information on certain stages in the procedure.

Table a. P. Grenf. I 11

– continued (2)

	Dispute 1 (between Panas and Thotortaios) Chronological reconstruction	P. Grenf. I 11 Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
4.	<u>Thotortaios imposes an oath on Panas to be taken at the Kroneion</u> both parties agree upon settling the dispute by taking an oath	Π, 13-15: προεβάλετο Θοτορταῖος Ἀρπαήσιος --- τῷ Πανᾷ ὁμόσαι ἐπὶ τοῦ Κρонеίου <i>Thotortaios, son of Arpaesis, imposed on Panas to swear an oath at the Kroneion</i> I, 14-16: π[ροβ]αλέσθαι μοι τοὺς περὶ [τὸν Θοτ]ορταῖον --- [ὁμόσαι ἐ]πὶ τοῦ Κ[ρον]είου <i>the people around Thotortaios imposed on me (Panas) to swear an oath at the Kroneion</i> Π, 25: τὸν [προβλ]ηθέντα τῷ Π[αν]αί ἐξ εὐδοκούντων ὅρκον <i>the oath imposed upon Panas by mutual consent (lit. on the ground of (both parties) approving)</i>
5.	<u>Panas and Thotortaios are sent to the Kroneion accompanied by the trustee (ὀρκωμότης) Thotsytes carrying the oath written by Pechytes</u>	Π, 16-18: συναπεστείλαμεν αὐτοῖς ὀρκωμότη[ν] Θοτσύτην Θοτορταίου ᾧ καὶ γράψαντες τὸν ὅρκον ἐδώκαμεν <i>we (Pechytes and the panel) sent along with them (Panas and Thotortaios) the ὀρκωμότης Thotsytes, son of Thotortaios, to whom we also entrusted the oath after putting it in writing</i>
6.	<u>Panas swears the oath</u> after taking a handful of soil from the field's boundaries in the presence of: the local elders (i.e. the elderly residents or temple elders), the representative of the <i>komogrammateus</i> and the people belonging to Horos (role of the latter is unknown)	Π, 18: τοῦ δὲ Πανᾶτος ὁμόσαντος <i>after Panas had sworn the oath</i> I, 17-18: [ὁ]μο[σαντος] δέ μου τὸν ὅρκον <i>after I (Panas) had sworn the oath</i> Π, 14: δραξάμενον τῆς γῆς ἀπὸ τῶν ὁρίων <i>after grasping an handful of soil from the boundaries</i> I, 15: [συ]γλαβόντα [γῆ]ν ἀπὸ τῶν ὁρίων <i>after seizing some soil from the boundaries</i> Π, 26-28: [σ]υνπαρόντων <i>while there were present</i> [τ]ῶν τε ἀπὸ τοῦ [τόπο]υ πρεσβυτέρω[ν] <i>the local elders</i> [κ]αὶ Φίβιος τοῦ π[α]ρὰ τοῦ κωμογρ(αμματέως) <i>and Phibis, the representative of the komogrammateus</i> καὶ τῶν [πε]ρὶ τὸν Ὁρον <i>and the people around Horos</i>
7.	<u>The boundaries of the plot of land are determined by mutual agreement</u> in the presence of the local elders	Π, 18-19: ὅρια ἔβαλον ἐξ εὐδοκ[ο]ούντων <i>they established the boundaries by mutual consent</i> I, 18: ὅρια ἐβ[λ]ήθη ἐξ εὐδ[ο]κού[ν]των <i>the boundaries were established by mutual consent</i> [παρόντ]ων τῶ[ν] ἀπ[ὸ] τοῦ τόπ[ου] πρεσβυτέρω[ν] <i>while the local elders were present</i>

Table a. P. Grenf. I 11

– continued (3)

	Dispute 1 (between Panas and Thotortaios) Chronological reconstruction	P. Grenf. I 11 Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
8.	<u>The dispute is settled and Thotortaios writes a cession for Panas</u> to prevent any future claims	II, 19: ἀποστασίῳ ἐγράψατο τῶι Πανᾷ 'he (Thotortaios) wrote a quitclaim for Panas' I, 20: [ἐγράψαν]τό μοι ἀ[ποστ]ασίου 'they (Thotortaios' people) wrote a quitclaim for me (Panas)' II, 19-20: μὴ ἐπελεύσεσθαι, μηδ' ἄλλον μηθένα τῶν παρ' αὐτοῦ 'so that neither he (Thotortaios) nor anyone else of his people will proceed against (me, i.e. Panas)' I, 20-21: μή[τε] ἑαυτοὺς ἐπ[ελε]ύσεσθαι [μήτε ἄλ]λον μη[δένα] παρ' αὐτῶν 'so that neither they (Thotortaios' people) nor anyone else among them will proceed against (me, i.e. Panas)'
9.	<u>Epeiph 25 year 24: Pechytes writes a report to Daimachos</u>	II, 20-22: ἵνα οὖν εἰδῆς γεγράφα[με]ν σοί. ἔρρωσο. κδ (ἔτους) Ἐπεῖφ κε. 'We (i.e. Pechytes) have written to you to inform you (Daimachos). Greetings. Year 24 Epeiph 25.'
10	<u>The oath taken by Panas in dispute 1 still stands as evidence for Daimachos'</u> <u>final decision (about dispute 2)</u>	II, 23-29: καταν[οὖν]τες --- καὶ τὸν [προβλ]ηθέντα τῶι Π[αν]ᾷ ἐξ εὐδοκούντων ὄρκον ἐπιτ[ετελεσμ]ένον ὑπ' αὐ[τοῦ] --- ἐφα[ίνε]το τὸν Πανᾶ[ν] κυρίως ἔχειν τὴν γῆν 'taking into consideration ... and (that) the oath imposed upon Panas by mutual consent was accomplished by him ... it appeared that Panas rightfully owns the land'.

4.5.2 APPENDIX 2: OATHS IN P. MATTHA (= THE LEGAL MANUAL OF HERMOPOLIS)

Status and layout of the document

Inventory nr: P. Cairo JE 89127-89130-89137-89143

Description: The text is written in ten columns on the recto of a papyrus scroll of 2 m in length and 35 cm in height. The papyrus has survived in a fragmentary state: the beginning of col. I, the end of col. X and at least one column between col. V and VI are missing. On the verso is a mathematical text.⁸⁴⁹

Language: Demotic; two fragments of a Greek version have survived Greek (P. Oxy. XLVI 3285).⁸⁵⁰

Provenance and dating: Discovered in 1938-39 at Hermopolis Magna (Ashmunein) in Upper Egypt in a partially broken jar in the remains of a ruined building. On the basis of palaeography of the text on the recto dated to the early Ptolemaic period (3rd century B.C., usually to reign of Ptolemy II). Internal evidence seems to indicate that the origin of some parts of the original text has to be dated back to the Saite period (664-526 B.C.) or earlier (to the eighth century). Moreover, Roman copies (in Greek, see above) attest the use of this manual up to the 2nd century A.D. Copies of a didactic commentary on P. Mattha may have survived in P. Berlin P 23757 (Akhmim, late 3rd century B.C.) and the so-called *Tebtunis Legal Book* (Late Ptolemaic/Early Roman).⁸⁵¹

Publications: First published in 1975 by Mattha and Hughes.⁸⁵² Shortly after Grunert's translation (1982),⁸⁵³ many passages of this text were re-published by Pestman (1983; 1984; 1985);⁸⁵⁴ an updated edition combining the readings of Mattha-Hughes, Pestman and Malinine (unpublished manuscript) has been provided by Donker van Heel (1990);⁸⁵⁵ the most recent translation is by Stadler (2004).⁸⁵⁶ For a list of corrections, see the *Berichtigungsliste of Demotic Documents Papyrus Editions* (2009), p. 278-284.

⁸⁴⁹ Published by R.A. Parker, *Demotic Mathematical Papyri* (1972) and dated to the third century B.C.

⁸⁵⁰ On the Greek passages see Pestman, in: Pestman (ed.), *Textes et études de papyrologie grecque, démotique et copte*, p. 116-143.

⁸⁵¹ On P. Berlin 23757, see Lippert, *Demotisches juristisches Lehrbuch*. Note that p. 153-159 of this study also provide a summary of the discussion on the nature and dating of P. Mattha, with updated literature. On the *Tebtunis Legal Book* (P. Carlsberg 301+P. Florence) see M. Chaveau, *P. Carlsberg 301: Le manuel juridique de Tebtynis*, in *The Carlsberg Papyri I* (1991), p. 103-127.

⁸⁵² Mattha and Hughes, *Legal Code*.

⁸⁵³ S. Grunert, *Der Kodex Hermopolis* (1982).

⁸⁵⁴ Pestman, *JESHO* 26 (1983), p. 12-21; idem, *Enchoria* 12 (1984), p. 33-42; idem, in: Pestman (ed.), *Textes et études de papyrologie grecque, démotique et copte*, p. 116-143.

⁸⁵⁵ Donker van Heel, *Legal Manual*, with earlier bibliographical references.

⁸⁵⁶ M.A. Stadler, in: B. Janowski and G. Wilhelm *Texte aus der Umwelt des Alten Testaments I* (2004), p. 185-207.

Nature of the text: Since its discovery and publication, P. Mattha, formerly known as the Codex Hermopolis,⁸⁵⁷ has been given a lot of attention by scholars, especially Demotists and legal historians, who have vigorously debated about the nature of the text, whether it must be considered as a law code similar to those well known in the Near East such as the Codex Hammurapi (Lippert),⁸⁵⁸ or merely a legal commentary on exceptional rules (Seidl),⁸⁵⁹ or a legal manual (Pestman)⁸⁶⁰ or a case-book (Mélèze-Modrzejewski and Johnson).⁸⁶¹

Contents: The content of P. Mattha can be subdivided into four sections: 1. Col I, 1 – Col. IV, 6: the lease of arable land and buildings (among which houses, but also enterprises such as a clothery, a brewery, an emporium); 2. Col. IV, 6 – Col. V, 31: the annuity or maintenance of a woman (i.e. food and clothing), with a long subsection on litigation over unpaid annuity; 3. Col. VI, 1 – VIII, 29: miscellaneous subject matters among which asserting rightful title, for example on a house; using force against someone else's property; obstructing others from building on a private property; litigation between neighbours; 4. Col. VIII, 30 – Col. X, 30): inheritance, in particular the rights of the eldest son.

Moreover, P. Mattha contains templates of various documents, for example lease documents (col. II, 27 – col. III, 1); annuity contracts (col. IV, 6-9); receipts (col. IV, 1-2; 30-31) and oaths (col. IV, 32 – V, 1; col. IX, 7-8).

Layout: The text of P. Mattha is divided into chapters, some of which are introduced by a heading (col. II, 23: '*Lease law*' or col. IV, 6: '*Annuity Law*'). These chapters are subdivided into paragraphs, the beginning of which may be marked (by blank spaces or line breaks). The structure of the rules is largely the same: description of the situation consisting of a main clause (tenses: future III or *ḥr sdm=f* the latter expressing normal or habitual actions) followed by one or more hypothetical cases arranged in a conditional clause, i.e. protasis and a consequence clause, i.e. apodosis (tenses: future III or *ḥr sdm=f* for which see above) outlining the legal consequences for the disputing parties and the legal actions to be taken by the judges.

⁸⁵⁷ P. Mattha was initially called Codex Hermopolis (intended as a part of a 'great code' that had yet to be discovered) by Mattha and Hughes, *Legal Code*, *passim*.

⁸⁵⁸ Lippert, *Demotisches juristisches Lehrbuch*, p. 153-159; eadem, 'Law, Definitions and Codifications', *UEE* 2012, p. 1-12. According to Lippert not only the laws described in the Ptolemaic P. Mattha are to be dated back to the Saite period (or even earlier) but she also strongly believes that this document was the result of a codification of law in the Saite and Persian Period (Darius I).

⁸⁵⁹ Seidl, *ZSS.RA* 96 (1979), p. 17-30, esp. p. 22-27.

⁸⁶⁰ Pestman, *JESHO* 26 (1983), p. 15-16. See also Allam, *CdÉ* 61 (1986), p. 50-75.

⁸⁶¹ Mélèze-Modrzejewski, in: Geller and Maehler (eds), *Legal Documents in the Hellenistic World*, p. 1-19, especially p. 1-8 and Johnson, in: Capel and Markoe (eds), *Mistress of the House, Mistress of Heaven*, p. 175-186, esp. 177. Contra S. Lippert, in: R.S. Bagnall et al (eds), *Encyclopedia of Ancient History* I (2012): these laws "are not 'case-laws' originating from actual precedents but devised through jurisprudential thought, as demonstrated by the flowchart-like structure of some of the laws, for example, on marriage settlement".

The oaths mentioned in P. Mattha are temple oaths: main arguments

Although the oaths mentioned in P. Mattha are not specified, they can be identified with temple oaths on the following grounds:

1) Use and functions: the use and functions of the oaths in P. Mattha agree with those of the temple oaths: they are used in private disputes dealing with debts, often related to the lease of land and buildings (col. I, 16; III, 10; IV, 5-6), the sale of a house (col. VII, 4; 6) or resulting from unpaid annuity/maintenance (col. IV, 18-19; V, 9-10); moreover, oaths in P. Mattha concern disputes about rightful title to private property (col. VI, 2-3), litigation about construction work on houses (col. VII, 21-23; 30-31), often between neighbours (col. VIII, 25-26); and finally inheritance issues (col. IX, 6-8; 17-19; 24-25). All the oaths in P. Mattha are decisory oaths used to settle a dispute, especially when the parties did not have any proof to sustain their claims.⁸⁶² In many passages of P. Mattha it is explicitly stated that one of the parties has to give proof or take an oath (see col. IV, 32-33; VII, 13-14; VIII, 22-24).

2) Formulary: templates of oaths in P. Mattha are very similar to the actual formulae of temple oaths, so they must have been model oaths for them. These templates are introduced by the word *h.t* 'wording' or 'text' (see Chapter 3, p. 107-109), which in P. Mattha indicate the 'pattern' or 'the model' of the following oath-text (col. IV, 32 – V, 1; IX, 6-8).⁸⁶³ Not only the formulation of the wording, but also of the consequences of taking or refusing to take the oath bears much resemblance to the temple oaths (especially the construction with protasis and apodosis, for which see Chapter 3, p. 134).

3) Oaths by the defendant or plaintiff: oaths in P. Mattha are often imposed on the defendant ('*the one against whom suit is brought*') as it is mostly the case with temple oaths. The few oaths in P. Mattha that are sworn by the plaintiff are so-called estimatory oaths (see for instance col. VII, 24). Specimens of estimatory oaths are known among the surviving temple oaths (for which see Chapter 3, p. 44). In P. Mattha there is also an example of an estimatory oath by the defendant (col. III, 8).

4) Oaths before the Egyptian priest-judges: the oaths mentioned in P. Mattha are required in disputes brought before the *wpt.w/laokritai*, i.e. the judges of the native population (most parties in the temple oaths are Egyptians), who held court in the temple forecourts, more specifically at the gate, the very same place where temple oaths were sworn.

⁸⁶² For an overview of oaths and related disputes in P. Mattha, see table b below.

⁸⁶³ On other oaths in P. Mattha which resemble the formula of temple oaths, see also P. Mattha, col. IV, 5-6; 14-19; col. V, 9-10 etc.

Table b. Oaths and disputes in P. Mattha (= the Legal Manual of Hermopolis)⁸⁶⁴

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Lease of arable land: Disputes between lessor and lessee	I, 16: <u>Payment of a debt concerning the lease of a corn field:</u> The lessee (A) acknowledges his debt to the lessor (B), but says he is not able to pay it. He has to take an oath to confirm this.	I, 16: [<u>iw=f dd iw mn</u>] mtw=j r dj.t n=f iw=w (r) dj.t ir=f ʕnh [<u>If he (A) says</u>]: “I have [nothing] to give him (B)”, <u>he (A) will be required to take an oath.</u> ⁸⁶⁵
	I, 17-18: <u>Payment of a debt concerning the lease of a corn field:</u> The lessee (A) states that he has already paid the lessor (B) for it and has to take an oath to confirm this.	I, 17-18: <u>iw=w (r) dj.t ir p3 rmt i.ir sk3 n3 ʕh.w ʕnh</u> [<u>n3 ... ntj</u>] <u>iw=k smj r.hr=j r-dbjt=w dj=j s.t n=k</u> [] <u>the man who tilled the fields will be required to take an oath</u> : [“The ...] because of [which] you (B) bring suit against me (A), I gave them to you”.
	I, 19: <u>Payment of a debt concerning the lease of a corn field:</u> The lessor (B) has to declare under oath that he did not bring suit against the lessee (A) before.	I, 19: <u>i.ir=w dj.t ʕrk=f hpr bn-pw=f smj r.r=f</u> [] <u>he (B) is required to swear to the fact that he did not bring suit against him (A).</u>
Lease of buildings: Disputes between lessor and lessee	III, 7-8: <u>Rental payment for a clothiery:</u> the lessor (B) brings suit against the lessee (A) and claims the money agreed upon for its rental; the lessee says he paid for it with clothing and has to take an estimatory oath about their value.	III, 7-8: [iw=w (r) dd n=f i.ir] n3 hbs.w r hdd mtw=w dj.t ʕrk=f r sw n3 hbs.w iw=w [... n3 hdd.w ntj ...] [he (B) will be told: “Consider] the clothing as money” and <u>he (A) will be required to swear about the value of the clothing, while it is [... the money which ...].</u>
	III, 9-10: <u>Rental payment for a clothiery:</u> the lessor (B) brings suit against the lessee (A) after one year of the lease claiming the rental agreed upon; the lessee says he is no able to pay it and does not have any other possessions; he has to take an oath about the latter.	III, 9-10: [... mj] ʕrk=f n=j r h p3 ntj sh (n) bnr dd iw mn mtw=[j] nkt n h w r tj=j hr irm nj=j rmt.w ʕ ibd-3 ʕh.t sw ʕrkj [...] ... <u>let him (A) swear to me (B) according to what is written outside (of the text) saying: “I have no more possessions than (those of) my needs and (the needs) of my family until Hathyr 30th [...].”</u>
	IV, 5-6: <u>Payment of outstanding rent for a house:</u> the lessor (B) claims the lessee (A) did not give him the remainder of the money and goods due as rent; the lessee requires the lessor to swear an oath about it.	IV, 5-6: [inn3.w p3 rmt ntj iw=w smj r.r=f dd] <u>mj dj=w ʕrk n=j p3 nb n p3 ʕ.wj r [p3 sp n n3 hdd.w n3] 'nkt.w' ntj iw=f dd bn-pw=k dj.t s.t n=j iw=w (r) dj.t [ʕrk=f iw=f tm ʕrk iw=w (r) dj.t ʕp=f n=f n3 hdd.w n3] nkt.w r.sh=f n=f r.r=w</u> [If the man against suit is brought says]: “ <u>Let the owner of the house be required to swear for me about [the remainder of the money and the] goods of which he says: “You did not give them to me”, he (B) will be required to swear. If he does not [swear, he will be required to credit him (A) with the money and the] goods about which he wrote for him.</u> ”

⁸⁶⁴ The Demotic text is based on the edition by Donker van Heel, *Legal Manual*.⁸⁶⁵ Literally: ‘they will make him swear an oath’ whereby the personal pronoun w ‘they’ refers to the Egyptian judges (n3 wpt.w) for whom the manual was most probably intended (see above p. 190). Elsewhere in the manual the judges are mentioned explicitly as such: cf. for instance P. Mattha, col. IV, 9 and col. V, 1-2.

Table P. Mattha – continued (2)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity law: Disputes between the man who has to pay the annuity and the annuitant's trustee acting on behalf of the woman entitled to the annuity	IV, 7-9: Contract of annuity (i.e. food and clothing) for a woman: Parties: bridegroom (A), bride (C) and a male third party, probably the bride's father or a relative (B). Agreement: A pledges his property to B as security for the annuity of C. B is the annuitant's trustee and should an oath be required of him on behalf of A, he shall take it in a court of law.	IV, 9: [<i>iw=w dj.t ʕnh</i>] <i>m-s=k r.ir=f n=j i.ir=k (r) ir=f n=j n pʕ ʕ.wj ntj iw nʕ wpt.w n.im=f</i> <u>[If an oath is imposed] on you (B), to take it for me (A), it is in the place where the judge[s] are that you (B) will take it for me.</u>
	IV, 13-16: Payment of the annuity (arrears accumulated over three years): B claims there are many years in which A did not give any food and clothing: as A denies that, B has to swear an oath to prove it. If B does that, A is compelled to either give B the annuity for the past three years, or swear that he is not able to give it.	IV, 14-16: [<i>mtw=w dj.t ʕrk=f n pʕ rmt i.ir pʕ sh</i>] <i>dd bn=pw=k 'dj.t n=j' ʕk-hbs n nʕ rmp.t w iw=f ʕrk iw=w r dd n pʕ rmt i.ir [ir pʕ sh mj n=f ʕk-hbs] n tʕ rmp.t 3.t r ʕrk=f n=k' r.r=w iw=f dd [mn mtw=j r dj.t n=f] iw=w (r) dj.t ʕrk=f dd iw mn mtw=j nkt n hw r tʕj=j hr nʕj=j' rmt.wʕ [ʕc ibd-3 ʕh.t sw ʕrkj]</i> <u>[And he (B) will be required to swear for the man who made the document] saying: "You (A) did not give me (B) food and clothing for the(se) years". If he (B) swears, the man who [made the document] will be told: ["Give him (B) food and clothing] for the three years about which he (B) swore for you (A)". If he (A) says: "[I do not have (it) to give to him (B)]", he (A) will be required to swear, saying: "I (A) have no more possessions than (those of) my needs and (the needs) of my family [until Hathyr 30th]"</u> .
	IV, 17-19: Payment of the annuity (arrears exceeding three years): B claims that A did not pay the annuity for a longer period of time than just the aforementioned three years. A states the opposite and has to affirm under oath that B has no right to any arrears. If A takes the oath, he is accountable for only the three years of annuity, otherwise, if he refuses to swear, the payment of the arrears for the years in excess will be added to the three years already due.	IV, 17-19: [<i>iw=f dd dj=j n=f ʕk-hbs n</i>] <i>nʕ rmp.t w ntj (n) hw r tʕ rmp.t 3.t [ntj hrj iw=w (r) dj.t ʕrk=f dd iw mn] mtw=k sp i.ir n=j n.im. w iw=f ir pʕj ʕnh iw=w (r) dj.t sh=f (r) pʕ ʕk-hbs [n tʕ] 'rmp.t' 3.t ntj 'sh' [r] 'hrj' iw=f tm ir ʕnh r pʕ ʕk-hbs n nʕ rmp.t w ntj (n) hw r' tʕ rmp.t' [3.t] iw=w (r) wʕh=f r pʕ ʕk-hbs (n) tʕ rmp.t 3.t ntj hrj</i> <u>[If he (A) says: "I gave him (B) food and clothing in] the years which are beyond the three years [aforesaid", he (A) will be required to swear saying]: "You (B) have [no] remainder of them due from me". If he (A) takes this oath, he will be required to write about the food and clothing [for (only) the] three years which are written above. If he does not take an oath about the food [and clothing for the years which are beyond the three years], they will be added to the food and clothing for the three years aforesaid.</u>
	IV, 26-27: Payment of interest: B claims the payment of the interest for the three years that A did not give the annuity agreed upon; he has to swear an oath about it.	IV, 26-27: [<i>innʕ.w pʕ ntj</i>] <i>nht [r tʕ wʕb.t] ʕrk r pʕ ʕk-hbs n tʕ rmp.t 3.t mtw=f ir ʕnh r.r=w r ms.t dd tw=j ij.t n=k n.im=w [.... dd mj n=j pʕ] ʕk-hbs n tʕ mn rmp.t bn-pw=k dj.t s iw=w (r) dj.t ir=f sh r tʕ ms.t n pʕ ʕk-hbs n <t> rmp.t 3.t r ʕrk=f r.r=w</i> <u>[If he who] is trustee [with regard to the arrears] swears about the food and clothing for the three years and he (B) takes an oath about them with regard to interest, saying: "I did come to you (A) in them [.... saying: - "Give me [the] food and clothing for such-and-such year, you did not give it", he (A) will be required to make a document with regard to the interest on the food and clothing for the three years about which he (B) swore.</u>

Table P. Mattha: – continued (3)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity Law (continued)	IV, 31-V, 1-2: <u>Existence of a receipt for the payment of the annuity</u>: A declares that he has paid B for the food and the clothing and that B made him a receipt for it, while B denies it. With no receipt at hand and B swearing that the annuity was not given, A has to pay the annuity after which B makes a receipt for him.	IV, 31-V, 1-2: <i>i[nn].w p[3] rmt ntj iw=w smy r.r.=f 'dd ir=f n=j' iw r.r.=w iw=w (r) šn p[3] nb (n) p[3] šh iw=f dd bn-pw=w dj.t s iw=w (r) dj.t ir=f šh dd bn-pw=k dj.t [s tw=s h.t p[3] šh ntj iw=w (r) dj.t s] m-s[3] rmt iw=f i.ir-hr n[3] wpt.w ntj iw=w (r) dj.t p[3] šh m-s[3]=f dd bn-pw=k [dj.t s] hpr hr dd n[3] wpt.w n [p[3] rmt i.ir p[3] šh] dd p[3] šh [rn=f mj s] n p[3] nb [n p[3] šh hr htr]t=w [s] šc-tw=w šh wt r hrw=f dd dj=k s n=j</i> <i>If the man against whom suit is brought (A) says: “He (B) made me a receipt for them”, the owner of the document (B) will be questioned. If he (B) says: “It was not given (to me)”, he (B) will be required to take an oath, saying: “You (A) have not given [it]”. This is the wording of the oath which will be imposed on a man while he is before the judges who will impose the oath on him (B): “You (A) have not given it”. Then the judges say to the man who made the document (A): “The food and clothing [at issue, give it] to the owner [of the document (B)]”. [He (A)] is [compelle]d until a decree is written at his (B) request, saying: “You (A) have given it to me”.</i>
	V, 3-7: <u>Existence/validity of an annuity contract</u>: B claims the payment of the annuity based upon a contract that A made for him, but A denies writing such a contract. If B proves the validity of the document in his hands, A has either to pay the annuity or swear an oath that he does not have enough money and so will only pay for the year in which B brought suit against him.	V, 5-6: <i>iw=f dd iw mn mtw=j r dj.t n š rnp.t i.ir snj iw=j dj.t n=f šh-hbs n š rnp.t r smj=f r-hr=j n.im=s [iw=w (r) dj.t šh-k=f dd iw] mn mtw=j nkt n hwr t[3]=j hr im n[3]=j rmt.w šc [ibd-3] šh.t sw šh</i> <i>If he (A) says: “I do not have it to give for the year which has passed, I will give him (B) food and clothing for the year in which he brought suit against me”, [he (A) will be required to swear, saying]: “I have no more property than (that of) my needs and (the needs) of my family until [Hat]hyr 30th.”</i>
	V, 8-11 <u>Payment of the annuity money</u>: B claims he did not receive the annuity agreed upon, but A states that B never gave him the money stipulated for the annuity. If B swears that he did pay the money in full, A has to give him the annuity; if B does not swear, the contract will be destroyed.	V, 9-11: <i>iw=w (r) dj.t šh-k=f dd n[3] hq.w mn ntj šh n p[3] šh r ir=k n=j ntj iw=k dd bn-pw[=f dj.t] s.t n=j [dj]=j s.t n=k m[3]=j [šh]=k [n.im=w mn mtw=k] sp i.ir n=j hn=w iw=f ir p[3] šh iw=w (r) dj.t ir p[3] rmt ntj iw=w smj r.r.=f p[3] [hp n p[3] šh r.ir=f n]=f r h p[3] ntj šh r hrj [iw=f tm ir p[3] šh] iw=w (r) p[3] p[3] šh i.ir-hr p[3] rmt ntj iw=w smj r.r.=f</i> <i>He (B) will be required to swear: “The such-and-such money that is written in the document which you (A) made for me, of which you say: - “[He (B)] did not [give] it to me (A)” - I (B) [gave] them to you (A), I paid [them] in full to you, [you (A) have no] remainder of it due from me (B)”. If he (B) takes this oath, the man against whom suit is brought (A) will be required to accomplish the [stipulation of the document which he (A) made for] him (B) according to what is written above. [If he (B) does not take this oath], the document will be shredded before the man against whom suit is brought (A).</i>

Table P. Mattha: – continued (4)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity Law (continued)	V, 18-20: <u>Restitution of the annuity money</u> : B claims back the money he has paid to A for the annuity; A does not have to give it back if he swears he cannot pay it (in this case the contract of annuity remains in B's hands).	V, 19: <i>iw=w (r) [dj.t] ir=f^c n^h dd iw mn mtw=j h^d n h^w r t^j=j hr [irm] nj=j rmt.w^t s^c [ibd-3] h^t sw r^kj]</i> <i>He will be required to take an oath saying: "I have no more money than (that of) my needs and (the needs) of my family until Hathyr 30th".</i>
	V, 23-24: <u>Payment of the annuity to the woman (C) if B dies</u> : after B's death, woman C claims the payment of the annuity for the past year from A, who says he does not have it. A has to take an oath to prove it and also make a document concerning the money (i.e. acknowledgment of debt).	V, 23-24: [... mtw p ³ ntj iw=w r.r=f] dd iw mn mtw=j iw=w(r) dj.t r ^k =f r h p ³ ntj sh h ^j iw=w(r) dj.t ir=f sh r n ³ h ^d .w iw=w(r) sr [p ³ ntj] sh r hrj <i>[... and the one against whom suit is brought] says: "I (A) do not have (it)", he will be required to swear according to what is written above, he will be required to make a document about the money, [what] is written above will be ordered.</i>
	V, 25-29: <u>Payment of the annuity if C dies</u> : B claims the payment of the annuity, which A denies due to C passing away. A still has to return the money B paid for the annuity or otherwise take an oath stating that he is not able to pay it. However, if B says that C is still alive, he has to bring her before the judges or else take an oath.	V, 26-27: [iw=f dd iw mn mtw=j iw=w(r) dj.t ir=f ^c n ^h iw=w dj.t sh=f r.r=w iw=w(r) [ir r] h p ³ ntj sh r hrj <i>[If he (A) says: "I do not have it", he (A) will be required to take an oa]th (and) he (A) will be required to write about it (i.e. the money he is unable to pay).</i> V, 28-29: [in.] n ³ .w p ³ nb n p ³ sh n s ^c n ^h dd t ³ s.hm.t ntj iw=f dd iw=s mtw.t iw=[s] n ^h iw=w(r) dd n=f i.inj t ³ s.hm.t i.ir-hr n ³ w [p ³ .w ... iw=f(r) ir n ^h] <i>[If] the guardian of the annuity document (B) says: "The woman (C) of whom he says: -"She is dead"- is alive", he will be told: "Bring the woman before the judges" ... he (B) will take an oa]th.</i>
The sale of a house: Disputes between seller and buyer	VI, 1-3: <u>Transfer of a house</u> : two men to whom a house was transferred (A: buyers) bring suit to the men who made them the documents of transfer (B: sellers), possibly due to an outstanding claim on the house. The sellers are taken to court and both have to swear an oath.	VI, 2-3: <i>iw n³ wp[t.w] (r) dd n=w smj r.r=w iw=w in p³ rmt s 2 i.ir sh n=w r p³ c.wj mtw n³ ntj dd knb(.t) n p³ s 2 [iw=w(r) dj.t n^h m-sj=w n p³ s 2 iw]=w(r) dj.t ir p³ [i.dd] c^d sh n wj n p³ i.dd m³c</i> <i>The ju[dges] will say to them (A): "Bring suit against them (B)". The two parties who wrote (transfers) for them concerning the house will be brought; they (B) are the ones who go to court as the two parties. [An oath will be imposed on them, both parties]. The one [who said] falsehood will be required to make a quitclaim for the one who said the truth.</i>
	VII, 1-4: <u>Payment of a debt resulting from the sale of a house</u> : the seller of the house (B) claims that the buyer (A) still owes him money. The following scenarios are possible: 1) the buyer acknowledges his debt, whereby the seller either asks for the money already paid back (and the sale is called off) or the buyer pays his debt. 2) The buyer denies the debt and has to swear an oath about it.	VII, 4: <i>in.n³.w p³ ntj iw=w smj r.r=f i.ir ir nb(n) p³ c.wj dd iw mn mtw=f h^d i.ir-n=j iw=w(r) dj.t r^k=f dd iw mn mtw=f h^d i.ir-n=j</i> <i>If the one against whom suit is brought, who became owner of the house (A) says: "I owe him (B) no money", he (A) will be required to swear saying: "I owe him no money".</i>

Table P. Mattha – continued (5)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
The sale of a house: Disputes between seller and buyer	VII, 5-6: <u>Payment of a debt resulting from the sale of a house after three years</u> : if the seller of the house (B) claims money from the buyer (A) after three years, the buyer either admits to it and pays it, or swears an oath that he does not owe any money to the seller.	VII, 5-6: <i>iw=f dd bn-pw hđ mn [n]= 'f' [n sp r ʕ.wj=j iw=w (r) dj.t ʕrk=f dd] bn=pw hđ ir n=f sp r ʕ.wj=j</i> <i>If he (A) says: “No money has remained [due to him (B) at my charge], he (A) will be required to swear saying]: “No money remained for him (B) at my charge”.</i>
	VII, 11-16: <u>Ownership of a house</u> : the plaintiff claims that the defendant's house actually belonged to his own (i.e. plaintiff's) father and was taken illegally by the defendant. The plaintiff has to give proof of ownership of the house in question or else take an oath.	VII, 14: [...] <i>dj.t ʕnh m-s [p] rmt ntj smj dd ink p ʕ.wj[s h=w n=j] r.r=f i p ʕ mn s p ʕ mn ʕj n.im=f (n) kns</i> [...] <i>impose an oath on [the] man who brings suit saying: “The house is mine, [there was written for me] about it, So-and-so son of So-and-so is taking it illegally”.</i>
Obstructing others from building on a private property	VII, 19-24: ⁸⁶⁶ <u>Obstruction during construction work</u> : the plaintiff (A) claims to have been obstructed while doing construction work on his house by the defendant (B) and to have lost x amount of money as a consequence. The defendant must declare under oath that the money lost by the plaintiff was not due to his obstruction. If he does not take the oath (i.e. he admits to being guilty), then the plaintiff has to swear an estimatory oath to state how much money he has actually lost and the defendant has to pay that amount to him.	VII, 21-24: <i>in.n3.w p ʕ rmt r.wn.n3.w kd n p ʕ.wj m3 ʕ iw=w (r) dd n p ʕ rmt i.ir sht=f i.irj ʕnh r n3 nkt.w ntj iw p ʕ rmt dd ʕk=wmtw=j r.d ʕ p ʕ sht=f r.ir=k twj=s p ʕ ʕnh ntj iw=f 'ir=f' hđ mn ntj iw=k dd ʕk=wmtw=j rdb ʕ p sht.t=k i.ir=j rkđ 'n p ʕj=k ʕ.wj bn=pw=w' ʕk mtw=k r.d ʕ p ʕ sht p ʕj=k ʕ.wj i.ir=j iw=f tm i.r ʕnh iw=w (r) dj.t i.r p ʕ rmt ntj smj ʕnh dd ʕk hđ mn mtw=j r.d ʕ p ʕ sht p ʕj=j ʕ.wj r.ir=k iw=f i.r ʕnh iw=w (r) dj.t dj=f n3 hđ.w n p ʕ 'ntj smj'</i> <i>If the man who was having construction work done on the house be right, the man who obstructed him will be told: “Take an oath about the goods of which the man says: - “They were lost to me” - because you obstructed him”. Here is the oath which he (B) takes: “Such-and-such money of which you say: - “It was lost to me” - because of my obstructing you in building your house, it was not lost to you because of my obstructing your house”. If he (B) does not take the oath, the man who brings suit will be required to take an oath saying: “Such-and-such money was lost to me because of your obstructing my house”. If he (A) takes the oath, he (B) will be required to give the money to the one who brings suit.</i>
	VII, 29-32: <u>Obstruction to stop the building of a house</u> : the plaintiff (A) complains to the vizier ⁸⁶⁷ that a certain builder, i.e. the defendant (B), continued building a house despite the plaintiff's objection to the construction work. The builder has then to take an oath that he did not receive any prior warning from the plaintiff. If he does not swear, in other words he admits building illegally, he will suffer corporal punishment (beating).	VII, 30-31: <i>iw=f dd bn-pw=f sht.t=f iw=w (r) dd n=f i.irj ʕnh dd bn-pw p ʕ mn s p ʕ mn dd m-ir kd n p ʕ.wj iw=f tm ʕrk iw=w (r) mhj.t=f [n] 's' [h] (n) sht 50 (?)</i> <i>If he (B) says: “He (A) did not obstruct me”, he (B) will be told: “Take oath saying: “So-and-so, son of So-and-so did not say: - ‘Do not build the house’ -”. If he does not swear, he (B) will be beaten [with] fifty (?) str[okes] of the staff.</i>

⁸⁶⁶ See el-Aguizy, *BIFAO* 89 (1989), p. 89-99.⁸⁶⁷ The reading ‘vizier’ instead of ‘chief of police’ is by Lippert, *ZÄS* 130 (2003), p. 93.

Table P. Mattha: – continued (6)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Litigations between neighbours	VIII, 20-24: <u>Digging next to a house that collapsed</u> : the plaintiff (A) claims that the defendant (B) has caused his (i.e. the plaintiff's) house to collapse by digging next to his house. If the defendant swears an oath that he was only digging on his own property and that he did not cause the collapse on purpose, the plaintiff has to withdraw his claims. If the defendant does not swear, i.e. admits acting maliciously to cause the collapse, then the plaintiff has to take an estimatory oath to state the damage he has suffered.	VIII, 21-24: <i>iw=f dd bn-pw=j ir s r dj.t hj p̄j=f ʕ.wj r hrj m-s 'šy' [t̄] sntj 'n' p̄j=j ʕ.wj p̄j [ntj iw]=j kd=f iw=f ʕrk n=f iw=w (r) dj.t wj r.r.=f iw=f tm 'ʕrk' iw=w (r) dj.t ʕrk p̄j [ntj smj r.r.=f] dd hj p̄j=j ʕ.wj ʔk nkt mn mtw=j r.db̄s p̄j=j ʕ.wj i.ir hj iw=f ʕrk iw=w (r) dj.t dj=f 'n̄ nkt.' [w i.ir ʔk n] p̄j rmt r.hj p̄j=f ʕ.wj</i> <i>If he (B) says: “I did not do that (i.e. dig) to cause his (i.e. A) house to collapse, but only to dig the foundation of my house that I have built”, and if he (B) swears to him (A), he (A) will have to withdraw from him (B). If he (B) does not swear, the man [who brings suit against him] will be required to swear saying: “My house has collapsed; such-and-such thing is lost to me due to my house collapsing”. If he (A) swears, he (B) will have to give such-and-such things to the man whose house has collapsed.</i>
	VIII, 24-27: <u>Debris from a collapsing house falling into the foundation of a neighbour's house</u> : the man who dug the foundation of his house (A) claims that debris from the collapsing house of his neighbour (B) fell into the hole he was digging. The defendant has to take an oath denying that this is the case or else remove the debris that fell into the foundation.	VII, 25-27: <i>iw=w (r) dd n=f i.irj ʕnh dd bn-pw h̄jh n p̄j=j ʕ.wj 'hj r' p̄j ʕ.wj n p̄j mn iw=f tm ir ʕnh iw=w (r) dd n=f i.rk p̄j h̄jh n p̄j=k ʕ.wj i.ir hj {r} r p̄j 'ʕ.wj' [(n) rn=f]</i> <i>He (i.e. the man whose house collapsed) will be told: “Take oath saying: “Debris of my house did not fall into the house of So-and-so”. If he does not take the oath, he will be told: “Remove the brick of your house that fell into the house [in question]”.</i>
Inheritance/rights of the eldest son: Disputes between eldest son and other children	IX, 5-8: <u>Existence of children of the same father</u> : a man dies without making a will and his eldest son (A) also claims the share of the children who died before their father (C). However, the younger brother (B) makes a complaint saying that those children did not exist. To prove their existence, the eldest son has to take an oath: he will receive the share of only those (dead) children concerning whom he will swear that they existed as children of his father.	IX, 5-8: <i>[n̄] 'hrd.w ntj' iw p̄j sn hm 'dd' bn-(pw)=w 'hpr' n p̄j=n it.ʔ hr dj=w ʕrk p̄j sn ʕ r.r.=w dd n̄ hrd.w i.dd=j hpr=w n p̄j]=n it.ʔ hpr=w n šr n p̄j=n it.ʔ bn-pw=j ir md] ʕd n.im=w</i> <i>As for the children of whom the younger brother says: “They did not exist for our father”, the eldest son will be required to swear about them (C) saying: “As for the children of whom I said that they existed for our father: they did exist as children of our father, I have not lied about them”. h.t p̄j ʕnh ntj iw=w dj.t ir=f s dd ... hpr=w (n) šr [n] p̄j=j it.[ʔ] mtw=w ʕ-tw mwt p̄j=w it.[ʔ] p̄j ntj iw bw-ir=f ʕrk r.r.=f bw-ir=w dj.t n=f dnj [p̄j ntj iw hr ʕrk=f r.r.=f hr] dj=w n=f dnj</i> <i>The wording of the oath which will be required from him (A) saying: “ ... they existed as children of my father; they died before their father died”. As for the one concerning whom he (A) does not swear: no share can be given to him; as for the one concerning whom he does swear: (his) share will be given to him.</i>

Table P. Mattha: – continued (7)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
	IX, 17-19: <u>Father's possessions in hand of the youngest son</u> : a man dies and his eldest son (A) claims the inheritance while making a complaint that the youngest brother (B) has got some of their father's possessions. In order to keep those possessions, the youngest brother has to declare under oath that his father gave them to him voluntarily when he was alive. If he does not swear such an oath, he has to give those possessions to the eldest brother.	IX, 18-19: <i>iw=w(r) dj.t ʕrk=f ddʹ pʃ=j it.t pʃ i.irʹ [dj.t n=j nʃ]</i> <i>nkt.w dd tʃj st n=k [iw=f ʕrk]⁸⁶⁸ bw-ir=w [dj.t st] n pʃ=f sn ʕ</i> <i>iw=f tm ʕrk {=f} iw=w(r) dj.t nʃ nkt.w n pʃ=f sn ʕʹ iw=w(r)</i> <i>dj.t shʹ=f(r) nʃ nkt.w [n pʃ=f] it.t</i> <i>he (B) will be required to swear saying: "It is my father who gave those possessions to me saying: "Take them for you". If he swears, they cannot be given to his eldest brother; if he does not swear, the possessions will be given to his eldest brother and he (B) will be required to write (a quitclaim) about the possessions of his father.</i>
	IX, 23-26: <u>Sale of an inherited house</u> : a man dies without making a will; his possessions consist of one house which his eldest son (A) sells keeping the money for himself. After three years the youngest brother (B) (coming of age?) claims his and the other siblings' share of the money. Then the eldest brother has to take an estimatory oath about the price he has got for the house and share that money with his other siblings.	IX, 25-26: <i>nʃ hʃd.w ntj iw pʃ šr ʕ ʕrk r.r=w dd [nʃ hʃd.w ...]</i> <i>'swnʹ pʃj ʕ.wj bn=pw=j ir md ʕd n.im=w ... ʔ ip n hʃd ntj iw=f</i> <i>ir ʕnh r.r=w hr štj=w s dr.t=f mtw=w tʃ=w [n dnj r] 'h' [ʔ ip n]</i> <i>nʃ sn.w hm.w</i> <i>The money about which the eldest son will swear saying: "The money (which is the) price of this house: I did not lie about this matter". The amount of money about which he (A) took an oath: they will claim it from his hand and share it according to the number of younger brothers.</i>

CHAPTER 5

UNPUBLISHED TEXTS

A SELECTION OF DEMOTIC TEMPLE OATHS IN THE TURIN EGYPTIAN MUSEUM AND GREEK TEMPLE OATHS FROM VARIOUS COLLECTIONS

1. Introduction – 2. Unpublished Texts: Demotic and Greek Temple Oaths – 3. Concordance and Summary Table

This chapter includes fifteen unpublished Demotic temple oaths kept in the collection of the Egyptian Museum in Turin, and six Greek temple oaths from various collections. Statistics and contents of each text are outlined first, followed by the transliteration (Demotic) or transcription (Greek) and the literal translation of the texts. At the end, a table of concordance is added, which also provides a summary of the oaths' subject matter and context.

5.1 INTRODUCTION

The twenty-one texts presented in this chapter are unpublished (or partially published) and have been mentioned throughout this book to either support certain interpretations or illustrate certain aspects of the temple oaths formulae, legal contents or underlying procedure.

The fifteen Demotic oaths (texts 1 to 15 below) are kept in the collection of the Egyptian Museum in Turin and are a representative selection of the corpus of the Turin temple oaths, which includes 65 ostraca.⁸⁶⁹ They date to the Late Ptolemaic Period (186–88 B.C.) and come from Pathyris; most of them originate from the Italian excavation campaigns in Gebelein, ancient Pathyris, by E. Schiaparelli in the first decades of the 20th century.⁸⁷⁰ A small part entered the Turin Museum through acquisitions or the illegal market, but their provenance from Pathyris is certain, based on the internal evidence (typical formulae, onomastic and prosopographical evidence).⁸⁷¹ The publication of the entire collection of Turin temple oaths by this author is scheduled in 2019 and will be part of the series of the 'Studies of the Turin Egyptian Museum'. Hence, only the transliteration and translations of the selected Turin temple oaths will be provided here.

⁸⁶⁹ An overview of the Turin temple oath is provided by Massa, *Vicino Oriente* 11 (1998), p. 133-141.

⁸⁷⁰ These excavations started with Schiaparelli in the years 1910-1920. The majority of the ostraca in Turin come from his campaign of 1910 and 1911.

⁸⁷¹ A typical formula of Pathyris oaths is the postscript (for which see § 3.3.4); also, oath-takers and their opponents bear customary names for the inhabitants of Pathyris; many of them coincide with specific persons in Pathyris who are well known from their private archives, for which see Vandorpe and Waebens, *Reconstructing Pathyris' Archives*.

The six Greek temple oaths (texts 16 to 21 below) - the only temple oaths known so far drawn up in Greek - are kept in various collections (Oxford, Bodleian Library: nrs. 16-19; Berlin, Egyptian Museum: nr. 20; Leipzig, private collection Lamer: nr. 21); five of them come from Thebes (nrs. 16, 18-21) and one from Koptos (nr. 17); they also date to the Late Ptolemaic Period, ranging from 183 to 67 B.C. The Greek transcriptions can be found in the book edition and online (Papyri.info), on occasion complemented by a brief summary of the contents. The translation of these texts, along with a content-related and philological commentary, is long overdue.

5.2 UNPUBLISHED TEXTS: DEMOTIC AND GREEK TEMPLE OATHS

Demotic temple oaths (texts 1-15): the order of presentation of the Turin temple oaths is as follows:

- Texts 1-4: oaths dealing with family matters (e.g. marriage-divorce; heritage/disputes after the death of a family member).
- Texts 5-9: oaths concerning everyday transactions (e.g. delivery or payments of specific items, purity of certain land products).
- Texts 10-15: oaths dealing with theft or misappropriation (purgatory oaths).

Greek temple oaths (texts 16-21): the Greek oaths are ordered according to the texts' collection as follows:

- Texts 16-19: oaths from the Oxford Bodleian Library, dealing with everyday transactions (e.g. payments) and the deposit of an 'Egyptian contract'.
- Texts 20-21: oaths from Berlin and Leipzig, dealing respectively with the infliction of an injury in a brawl (purgatory oath) and the payment of the admission fee to an association.

1

O. Turin G. 5⁸⁷²

<i>Provenance:</i>	Pathyris (on internal grounds)
<i>Height x Width:</i>	13 x 9.0 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken on the left side and partly at the bottom
<i>Oath-taker (plaintiff):</i>	Tagombes (<i>Ta-wnbs</i>), daughter of NN (patronymic in lacuna; cf. O. Turin S.12771)
<i>Opponent (defendant):</i>	Esthladas, son of Dryton (<i>Slts s' Trwtñ</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	29 August 124 B.C.
<i>Subject matter:</i>	restitution of personal possessions of the wife (<i>nkt.w n s.ḥm.t</i>) at divorce

Contents:

Tagombes and Esthladas are divorced. According to their marriage settlement, a *sh* (*n*) *ḥm.t*, a ‘*writing concerning the wife*’ (not preserved), Esthladas has to return the goods Tagombes brought into their marital home, as listed in the marriage settlement, or their counter-value. Tagombes’ goods consist of two *inw*-cloths, of which the total value is three talents, an amount of (copper) money, and probably other objects mentioned in the lacunae in lines 5 and 9 of the text.

Upon the dissolution of the marriage, Tagombes enforced her proprietary rights, but apparently, as often happened, they were contested: Tagombes claims to have received less than what she was entitled to; for instance only one of the *inw*-cloths was returned to her. With no proof of this, she has to make a sworn statement on the subject. If she indeed takes the oath, she will receive her other possessions back from her former husband Esthladas; if she does not, she will no longer proceed against him.

⁸⁷² On this text, see also Massa, in: Donker van Heel, Hoogendijk, Martin (eds), *Studies Vleeming* (2018), p. 228-232.

Transliteration

- 1 *h.t(n) p3 ʕnh ntj i.ir Ta-wnbs ta [N.N. r ir=f n]*
 2 *Slt s3 Trwt n h w.t-ntr [n nb-bhn (n)]*
 3 *h3.t-sp 46 ibd-4 šmw (sw) 11 ʕnh Sbk ntj [h tp dj irm ntr nb ntj h tp]*
 4 *irm=f p3j inw ntj sh n p3j krkr [... irm p3j inw ...]*
 5 *r inw 2 r krkr 3 irm hmt [...]*
 6 *ntj sh n p3j=j sh n hm.t r mh krkr [...]*
 7 *mn p3 i.dj=k n=j hn=w [...]*
 8 *r dr.t=j hn=w m-s3 p3j in[w ...] iw=s [ir p3 ʕnh mtw=f dj.t (n=s)]*
 9 *p3j inw [... iw=s st3 r tm ir=f]*
 10 *mtw=s wj [r.r=f ...]*
 11 *... [...]*

Translation

- 1 *Wording (of) the oath which Tagombes, daughter of [N.N. will take for]*
 2 *Esthladas, son of Dryton, in the Temple [-of-Nebkhounis (in)]*
 3 *year 46, 4th month of the šmw season, day 11: “As Sobek lives, who [rests here with each*
 4 *god who rests]*
 5 *with him: (As to) this inw-cloth, which is written (i.e. estimated) for these [...] talents*
 6 *[and the inw-cloth ...]*
 7 *making 2 inw-cloths, making 3 talents, and copper money [... (and the other woman’s*
 8 *things)? ...]*
 9 *which are written in my ‘writing concerning (the) wife’, making [...] talents,*
 10 *there is nothing among them you have given me*
 11 *in my hand, apart from this in[w-cloth ...]”. If she [takes the oath, he will return to her]*
 12 *this inw-cloth [(and the other things mentioned above); if she withdraws in order not to*
 13 *take it]*
 14 *she will be far [from him ...]*
 15 *... [...].*

2

O. Turin S. 12702 + S. 12828

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	16 x 13 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken on the right side; a few white flecks scattered over the text (probably due to the carbonates in the dough clay)
<i>Oath-taker (defendant):</i>	Senpelaia (<i>T3-šr.t-p3-mr-ih</i>)
<i>Opponent (plaintiff):</i>	Peteharoeris (<i>P3-dj-Hr-wr</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	95-94 B.C.
<i>Subject matter:</i>	dispute concerning a <i>gtn</i> -cloth and a <i>swḥ.t</i> -cooking pot at a divorce

Contents:

Senpelaia and Peteharoeris were married. Apparently, on divorce, Peteharoeris claims back a *swḥ.t*-cooking pot from Senpelaia. According to Senpelaia, however, that *swḥ.t*-cooking pot had been given to her instead of one of her personal belongings, a *gtn*-cloth (Greek: χιτων), which is now in possession of Peteharoeris' sister (i.e. his new wife?). Without any proof to corroborate her statement, Senpelaia has to take an oath on the subject: by taking the oath, her former husband will no longer proceed against her, and she will keep the *swḥ.t*-cooking pot, while by refusing to do so she will have to return it.

Transliteration

- 1 *h.t (n) p3 ʿnh ntj-iw r.ir T3-šr.t-p3-mr-ih*
 2 *[r ir=f n P3]-dj-Hr-wr n hw.t-ntr n3-nb-bhn n h3.t-sp 20*
 3 *[ibd ... (sw) ...] ʿnh Sbk ntj htp dj irm ntr nb*
 4 *[ntj htp irm=f] tj gtn n-ntj m-dr.t tj=k sn.t*
 5 *[w3h=j h3ʿ] s r p3=k ʿwj wnn3.(w) p3=s*
 6 *[smt] tj swḥ(.t) ntj iw=k mdt irm[=j]*
 7 *[r-db3,t=s] mn nkt iw tw=k s n=j ...*
 8 *[...]...=s iw=s ir p3 ʿnh mtw=w wj*
 9 *[r-]hr.r=s iw=s st3 r tm ir(=f) mtw=s*
 10 *dj.t t3 swḥ(.t) iw mn rmt*
 11 *... (traces) ...*

Translation

- 1 *Wording (of) the oath which Senpelaia*
 2 *[will take for] Peteharoeris in the Temple-of-Nebkhounis in year 20*
 3 *[month x of the y season, day z]: “As Sobek lives, who rests here with each god*
 4 *[who rests here with him]: (As to) this gtn-cloth, which is in the hand of your sister,*
 5 *[I have left] it in your house its*
 6 *[equivalent (being)] this swḥ.t-cooking pot, [about which] you have litigated with me,*
 7 *there is nothing (else) that you have given me (as counter-value of the ?)*
 8 *[gtn-cloth]”... If she takes the oath, they will be far*
 9 *from her; if she withdraws in order not to take it, she will*
 10 *give the swḥ.t-cooking pot.*
 11 *... (traces) ...*

3

O. Turin S. 12716 + S. 12850 + O. Turin S. 12885 + G. 30

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	O. Tur. S. 12716 + S. 12850: 6.5 x 11 cm; O. Tur. S. 12885 + G. 30: 6.9 x 7.2
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken at the top (made up of 4 fragments, not yet joined altogether)
<i>Oath-taker (defendant):</i>	NN (a man)
<i>Oath-helpers:</i>	Nechoutis, sister of the oath-taker NN (<i>N3-nh.t=f[s] t3j=f sn.t</i>) and Senharekuisis, daughter of Harekuisis (<i>T3-šr.t-Hr-igš[ta Hr]-igš</i>)
<i>Opponent (plaintiff):</i>	NN (a woman)
<i>Scribe of the oath: (or postscript?)</i>	Nechoutes, son of Pelaias (<i>N3-nh.t=f s3 P3-mr-ih</i>), 'the priest who has access' (<i>p3 wcb ntj c3</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	unknown
<i>Subject matter:</i>	dispute about a.o. 40 deben silver between (divorcing) man and wife (?)

Contents:

The context of the dispute and related oath are difficult to reconstruct with absolute certainty because valuable information on the disputing parties, their relationship and the essence of the disputed matter has been lost (the upper part, i.e. the protocol and part of the wording of the oath, is broken away). Nonetheless, based on the surviving lines, and evidence from similar temple oaths (see Chapter 3, Excursus I, p. 129-132), the following is the most likely scenario.

A man (the defendant) and a woman (the plaintiff), whose names are both unknown, are disputing over an amount of 40 deben silver; this amount seems to be related to some goods in the man's house (probably mentioned in the lacunae). Apparently, at a certain moment, the woman had brought some objects to the man's house. This may have happened when they married, and those objects may have been her personal belongings. On divorce, the woman is probably claiming those objects back, or the equivalent value, which according to her exceeded the value of 40 deben silver. A decisory oath must bring the solution to the impasse: should the man – backed up by his sister and another woman – swear that the goods his former wife had brought to his house did not exceed the value of 40 deben silver, then the plaintiff has to withdraw her claims. If the man and his oath-helpers decline, then the man must reveal everything he is holding back, and return it to his former wife.

Transliteration

 x+1 *r ir=f(?) Ta-wnb[s] '...'*
 x+2 *bn-pw nkt n p3 t3 ph r-hr=j n p3j=t c.wj*
 x+3 *n p3 h3j r h3d 40 iw=f i.ir p3 cnh*
 x+4 *mtw N3-nh.t=[s] t3j=f sn.t T3-šr.t-*
 x+5 *Hr-igš [ta Hr]-igš ir=f r-dr.t=f*
 x+6 *[dd m3] p3j mtw=[s wj r.r=f] 'iw=w st3'*
 x+7 *'r tm' ir=f p3 nkt 'ntj' [iw=f]*
 x+8 *r hn=f mtw=f dj.t [s]*
 x+9 *sh N3-nh.t=f s3 P3-mr-ih.t*
 x+10 *p3 wcb ntj c3k*

Translation

x+1 “to do it (?) Tagombe[s] ‘...’
 x+2 There is nothing in the world that came to me from your house
 x+3 for more than 40 (deben) silver”. If he takes the oath
 x+4 and Nechouti[s] his sister, (and) Sen-
 x+5 harekusis, daughter of Harekusis, swear in his hand,
 x+6 [saying]: “this [is true]”, [she] will [be far from him]. If they withdraw
 x+7 in order not to take it, the thing that [he will]
 x+8 reveal, he will give [it].
 x+9 Written by Nechoutes, son of Pelaías,
 x+10 the priest who has access.

4

O. Turin S. 12778 + S. 12875

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	10 x 9.5 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	two fragments joined together; broken partly at the top and bottom, and on the right side; written on both recto and verso
<i>Oath-taker (defendant):</i>	main oath: Thaibis, daughter of Phibis (<i>Ta-hb ta Pa-hb</i>)
<i>Oath-helpers:</i>	Phibis (<i>Pa-hb</i>), Panebkhounis (<i>Pa-nb-ḥn</i>) and Horus (<i>Ḥr</i>), sons of Thaibis (<i>Ta-hbt</i>) and Nekhoues (<i>Nṣ-nḥt=f</i>)
<i>Opponent (plaintiff):</i>	Herienoupis (<i>Hrj-Inpw</i>)
<i>Scribe of the postscript:</i>	Esnebonychos, son of Thotomous (<i>Ns-nb-ḥ sṣ Dḥwtj-m-ḥb</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	3 November 123 B.C. (the oath was actually taken, see postscript)
<i>Subject matter:</i>	dispute about the repayment of a debt after the death of a woman (a relative of the plaintiff?)

Contents:

A woman, called Esoeris (?) has passed away. Herienoupis, a man whose relationship with the deceased woman is not known, but who apparently is entitled to act on her behalf,⁸⁷³ now claims the repayment of an outstanding debt, based on a certain document (an inheritance of the deceased or a loan contract?), from Thaibis, daughter of Phibis. By taking an oath, wherein she denies owing anything to the deceased, Thaibis can have the claims withdrawn. Three of her children have to swear along with her, as oath-helpers. Should she refuse to take the oath, she then has to come clean by revealing everything she still owes to the dead woman, and eventually repay it. Thanks to the postscript on the verso, we know the outcome of this dispute: Thaibis and her children actually went to the temple and took the oath, eventually winning the case by doing so.

⁸⁷³ One possible scenario is that Esoeris, the deceased, and Herienoupis were family, and Herienoupis was her heir, collecting the debts owed to her. Another, more complicated scenario, could be that Esoeris had an outstanding debt with Herienoupis herself, and Thaibis in turn had contracted a debt with Esoeris. After Esoeris passed away, Herienoupis, in the attempt to recover his money/things, claimed the repayment of Thaibis' debt to Esoeris.

Transliteration

recto

- 1 [ḥ.t n p3 ḥn ntj i.ir Ta-hb] 'ta' P3-hb
- 2 [r ir=f n ḥwt-ntr nb-ḥn] 'n' Hrj-Inp
- 3 [s3 N.N. n ḥ3.t-sp 48] ibd-2 ḥ.t (sw) 12 ḥn Sbk
- 4 [ntj ḥtp dj irm ntr] 'nb' ntj ḥtp irm=f bn-pw Is.t-wrt (?)
- 5 [ta NN t3j=k šr.t/ sn.t/ mwt/ ḥmt] šm r p3 r3 (n) n3 ntr.w iw wn mtw=s
- 6 [i.ir-n=j ḥd] 'nb' sw it tkm gr nkt n p3 t3
- 7 [... 'r ḥ (?)' p3 sh n p3 i.ir Ḥb s3 Hr-pa-Is.t
- 8 [... '...' n.im=f iw=s ir p3 ḥn ntj hrj
- 9 [mtw P3-hb] s3 N3-nḥt=f ḥnḥ Pa-'nb-ḥn' s3 N3-nḥt=f
- 10 [ḥnḥ Hr s3 N3-nḥt=f n3j=s ḥrd.t=w ir=f n dr.t=s 's'
- 11 [p3 ḥn] m3ḥ p3j iw=w ir=f mtw 'H'[rj-Inp wj r.r=s iw=s st3]
- 12 [r tm] ir=f p3 nkt ntj iw=w hn.t=f 'm'[tw=s dj.t s]

verso (different handwriting from the recto)

- 1 (n) ḥ3.t-sp 48 [Ta-hb]
- 2 ta P3-hb ḥnḥ P3-hb [s3 N3-nḥt=f]
- 3 ḥnḥ Pa-nb-ḥn s3 N3-'nḥt' [=f ḥnḥ]
- 4 Hr s3 N3-nḥt=f n3j=s 'ḥrd.'[t=w]
- 5 iw r ḥwt-ntr n 'nb'-[ḥn ir=w]
- 6 p3 ḥn ntj sh hrj
- 7 sh Ns-nb-'ḥn' s3 Dḥwtj-m-ḥb
- 8 [p3 wḥb] 'ntj' ḥk ...

Translation

recto

- 1 *[Wording of the oath which Thaibis], daughter of Phibis*
- 2 *[will take in the Temple-of-Nebkhounis] for Herienoupis,*
- 3 *[son of NN, in year 48], 2nd month of the 3^{h.t} season, day 12: “As Sobek lives,*
- 4 *[who rests here with] each god who rests with him: “ Esoeris (?),*
- 5 *[daughter of NN, your ... (?)] did not go to the gate of the gods while it belonged to her*
- 6 *[at my expense silver (money)], gold (money), wheat, barley, castor oil, or anything on*
earth
- 7 *[...] according to (?) the document in which (?) Hb, the son of Herpaesis,*
- 8 *[... has written ...]”. If she takes the aforementioned oath,*
- 9 *[and if Phibis], son of Nekhoutes, and Panebkhounis, son of Nekhoutes, [and Horus, son*
of Nekhou]tes,
- 10 *her children, swear in her hand (saying):*
- 11 *[“This oath] is true”, if they take the oath, then He[rienoupis will be far from her; if she*
withdraws
- 12 *in order not to] take it, the thing that they will reveal, [she will give it].*

verso (postscript)

- 1 *In year 48 [Thaibis],*
- 2 *daughter of Phibis, and Phibis, [son of Nekhoutes],*
- 3 *and Panebkhounis, son of Nekhoutes [and]*
- 4 *Horus, son of Nekhoutes, her children,*
- 5 *came to the temple of Neb[khounis (and) they took]*
- 6 *the oath written above.*
- 7 *Written by Esnebonychos, son of Thotomous (?)*
- 8 *[the priest] ‘who’ has access ...*

5

O. Turin S. 12685

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	14.5 x 12.8 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken at the left side and partly at the bottom
<i>Oath-taker (plaintiff):</i>	Pamenos, son of Psenthotes (<i>Pa-mnh s3 P3-šr-Dḥwtj</i>)
<i>Opponent (defendant):</i>	Peteharsemtheus, son of Psenesis (<i>P3-dj-Hr-sm3-t3wj s3 P3-šr-Is.t</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	2 September 98 B.C.
<i>Subject matter:</i>	dispute about a delivery of barley mixed with chaff and an alleged previous oath

Contents:

This case is most interesting and at first sight somewhat complicated due to two different oaths regarding the same dispute, one (allegedly) taken by the defendant in the past and another (the present Turin oath) to be sworn by the plaintiff. Chronologically, the case can be reconstructed as follows: barley mixed with chaff has been delivered to Pamenos, who accuses Peteharsemtheus to be responsible for it. The latter defends himself by saying that he has already taken an oath on the matter (of which apparently there is no record); it is not clear whether this had occurred when the barley was delivered, as an extra guarantee of the product's purity, or at an earlier stage in the dispute. In any case, to overcome the impasse in the disagreement, Pamenos has to first swear an oath himself (the Turin oath) denying to have required a previous oath on the matter from Peteharsemtheus. If Pamenos does so, then Peteharsemtheus will still have to take an oath concerning the purity of the delivered barley; otherwise he will be discharged from doing so (because then Pamenos would implicitly admit that Peteharsemtheus already *did* take such an exculpatory oath).

Transliteration

- 1 *h.t (n) p3 ʿnh ntj i.ir Pa-mnh s3 P3-šr-Dḥwtj*
 2 *r ir=f n P3-dj-Ḥr-sm3-t3wj s3 P3-šr-Is.(t) n ḥw.t-ntr n*
 3 *n3-bḥn.w n ḥ3.t-sp 16 ibd-4 šmw (sw) 21 ʿnh*
 4 *Sbk ntj ḥtp dj irm ntr nb ntj ḥtp dj [[irm ntr nb]] irm=f bn-pw=j dj.t*
 5 *ir=k ʿnh n n3-bḥn.w dd bn-pw=j dj.t tmj*
 6 *tḥ r n3j it iw=f ir p3 ʿnh mtw=f ir n=f iw=f st3*
 7 *r tm ir=f mtw=f wj r.r=f n p3 ʿnh n n3 it.w*

Translation

- 1 *Wording (of) the oath which Pamenos, son of Psenthotos*
 2 *will take for Peteharsemtheus, son of Psenesis, in the Temple -of-*
 3 *ʿNebkhounis in year 16, 4th month of the šmw season, day 21: “As*
 4 *Sobek lives, who rests here with each god who rests here [[with each god]] with him: I have*
 5 *not caused*
 6 *you (Peteharsemtheus) to take an oath in (the temple of) ʿNebkhounis saying:*
 7 *‘I (Peteharsemtheus) did not let mix*
 8 *chaff with that barley’”. If he (Pamenos) takes the oath, he (Peteharsemtheus) will take*
 9 *(the oath on the barley) for him (Pamenos); if he (Pamenos) withdraws*
 10 *in order not to take it, he (Pamenos) will be far from him (Peteharsemtheus) with regard*
 11 *to the oath on the barley.*

6

O. Turin S. 12880 + B. 12698

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	10 x 13,5 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	two fragments differently numbered (S. + B.) joined together; broken partly at the top, on the right side

<i>Oath-taker (defendant):</i>	<i>Sb.t=f(?)</i> the builder (<i>p3 kt</i>)
<i>Opponent (plaintiff):</i>	Pamenos the younger (<i>Pa-mnh p3 hm</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	103/102 B.C. (joint reign of Ptolemaios X and Cleopatra III)
<i>Subject matter:</i>	dispute about returning an <i>in-kt</i> , a “builder-stone”

Contents:

Two men, a builder called *Sb.t=f(?)* and Pamenos the younger, have a dispute about a so-called ‘builder-stone’. The latter, for the first time attested in this Turin text, was probably an instrument or a tool used in construction work. The circumstances of the oath are not entirely clear, but apparently Pamenos claims that the ‘builder-stone’, now in the possession of the builder *Sb.t=f(?)*, was brought to the latter by a certain Peteesis, but that actually it is his (Pamenos’), and therefore wants it returned to him. The role of Peteesis in the dispute is not clear, he may have borrowed the ‘builder-stone’ from Pamenos and then lent it to the builder, or he may have acted on behalf of Pamenos, maybe as a middleman. In any case, if the builder swears that Peteesis did not bring the ‘builder-stone’ to him, Pamenos will have to leave him alone. However, should the builder decline, he would then implicitly admit that the stone belongs to Pamenos and be obliged to give it back to the rightful owner.

Transliteration

- 1 [*ḥ.t n p3 ʿnh ntj i.*]ir *Sb.t=f(?)*, *p3 kt*
2 *r ir=[f] n ḥw.t-ntr n nb-b]ḥn.w n ḥ3.t-sp 15 ntj ir ḥ3.t-sp 12*
3 *ibd-4 3[ḥ.t (sw) ... n Pa-]mnḥ p3 ḥm ʿnh Sbk ntj ḥtp*
4 *dj irm ntr nb ntj ḥtp dj irm=f p3j in-kt*
5 *bn-pw P3-tj-Is.t in.t=f n=j iw=f ir p3 ʿnh mtw=f wj r.r=f*
6 *iw=f st3 r tm ir=f mtw=f dj.t p3 in-kt*

Translation

- 1 [*Wording of the oath which*] *Sb.t=f(?)*, *the builder*,
2 *will take [in the Temple -of- Neb]khounis in year 15 making year 12,*
3 *4th month of the 3[ḥ.t season, day ... for Pa]menos the younger:*
 “As Sobek lives, who rests
4 *here with each god who rests here with him: (With regard to) this in-kt,*
5 *Peteesis did not bring it to me”. If he (the builder) takes the oath, he*
 (Pamenos) will be far from him;
6 *if he (the builder) withdraws in order not to take it, he (the builder) will give the in-kt*
 (back).

O. Turin S. 12666

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	8.5 x 12.7 cm
<i>Material:</i>	potsherd (argil)
<i>Description:</i>	broken at the bottom
<i>Language:</i>	Demotic
<i>Oath-taker (plaintiff?):</i>	Senamounis, daughter of Horus (<i>T3-šr.t-Imn ta Hr</i>)
<i>Opponent (defendant?):</i>	Panebkhounis, son of Pakoibis (<i>Pa-n3-nb-hn.w s3 Pa-Gb</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	12 April 115 B.C.
<i>Subject matter:</i>	dispute about 142 deben silver and 5 days (?)

Contents:

The sketchy details and the uncertainty of the reading of some parts of the oath restrict me to proposing the following possible scenario.

Apparently, Senamounis paid an amount of 142 deben silver on behalf of Panebkhounis (reason unknown) with the expectation of receiving the full amount back from him. Upon asking for the 142 deben silver to be reimbursed to her, Panebkhounis claimed that it had been partly or fully (?) paid back through the working of 5 days in lieu of payment. In order to receive her money back, Senamounis has to state under oath that the substitute-payment is false (i.e. did not take place).

Transliteration

- 1 *h.t (n) p3 ʕnh ntj i.ir T3-šr.t-Imn ta Hr r ir=f n hw.t-ntr*
 2 *n (?) n3-nb-hn.w (n) h3.t-sp 2.t ibd-3 pr.t (sw) 24 n Pa-n3-nb-hn.w*
 3 *s3 Pa-Gb ʕnh Sbk ntj htp t3j irm ntr nb ntj htp*
 4 *irm=f p3j (hd) 142 w3h=j mh=w hr-dr.t=k iw mn*
 5 *mtw md.t ʕd(n) t3 rj.t bnr (?) n p3j hrw 5 n smn (?)*
 6 *'iw=s' ir p3 ʕnh ntj sh hrj mtw=f mh=s '...'*
 7 *[iw=s st3 r tm ir=f mtw=s ...]*

Translation

- 1 *Wording (of) the oath which Senamounis, daughter of Horus, will take in the temple*
 2 *of Nebkhouinis in year 2, third month of the pr.t season, (day) 24, for Panebkhouinis,*
 3 *son of Pakoibis: “As Sobek lives, who rests here with each god who rests here*
 4 *with him: (As to) this 142 (deben silver), I have fully paid them for you (on your*
 5 *behalf?). There is no*
 6 *falsehood aside (?) from these 5 set (?) days”.*
 7 *If she takes the oath aforementioned, he will pay her in full ‘...’*
 7 *[if she withdraws in order not to take it, ...]*

8

O. Turin S. 12814 + S. 12818

Provenance: Pathyris (Schiaparelli's excavations 1910-11)
Height x Width: 14.5 x 8 cm
Material: potsherd (argil)
Language: Demotic
Description: two fragments joined together; partly broken on the right side (from l. 6);
 ink in places washed off due to humidity

Oath-taker (plaintiff): Tahotis, daughter of Phibis (*Ta-Dḥwtj ta Pꜣ-hb*)
Opponent (defendant): Tanechtyris, daughter of Horus (*Tꜣ-nꜣ-nḥ.t-Hr*)
Place of oath-taking: Temple of Nebkhounis, Krokodilopolis
Date of oath-taking: 142/141 B.C.
Subject matter: sale of a certain item within 3 days for 75 deben silver

Contents:

The dispute involves two women, called Tahotis and Tanechtyris, and concerns the sale of a specific object mentioned in l. 6, for which a price of 75 deben silver had been agreed upon by the parties. Apparently, Tanechtyris paid an amount of 20 deben silver to Tahotis in advance, where after she expected to receive the object in question; so, when she did not, she filed a complaint. As a consequence, her opponent Tahotis must swear to sell the object within three days after receiving the whole sum of 75 deben silver. If Tahotis takes the oath, Tanechtyris has to pay the 55 deben silver left; unfortunately, due to a lacuna in the text, it is not known which consequences were established for not taking the oath, but in that case Tahotis would probably have to return the 20 deben silver paid in advance by Tanechtyris.

Transliteration

- 1 *ḥ.t (n) p3 ʿnḥ ntj i.ir*
- 2 *Ta-Dḥwtj ta P3-hb r ir=f n ḥw.t-ntr*
- 3 *n nb-ḥn.w n Ta-n3-nḥ.t-Ḥr ta Ḥr*
- 4 *(n) ḥ3.t-sp 29 ibd-4 3ḥ.t (sw) 6 <ʿnḥ Sbk> ntj ḥtp ʿt3[j]*
- 5 *irm ntr nb ntj ḥtp t3j irm=f p3j*
- 6 *[.....] -Ir.t mtw n=t šʿ-ʿtwʿ (?)*
- 7 *[.....] in-n3.w tw=j s r-bnr*
- 8 *[wʿ hrw] ḥn hrw 3 in-n3.w iw=w*
- 9 *[dj.t n=j ḥd] 75 hr.r=f iw=s ir p3 ʿnḥ*
- 10 *ʿmtwʿ Ta-n3-nḥ.t-Ḥr dj.t ḥd 55*
- 11 *[mtw Ta]-Dḥwtj dj.t ḥd 20 (?) iw=s*
- 12 *ʿst3ʿ r tm ir=f mtw Ta-[.....]*
- 13 *(traces of ink)*

Translation

- 1 *Wording (of) the oath which*
- 2 *Tʿahotis, daughter of Phibis, will take in the temple*
- 3 *of Nebkhounis for Tʿanechtyris, daughter of Horus,*
- 4 *(in) year 29, fourth month of the 3ḥ.t season, day 6: “<As Sobek lives> who rests here*
- 5 *with each god who rests here with him: (As to) ‘this’*
- 6 *[object] ..., it belongs to you until (?)*
- 7 *[date?] If I sell it*
- 8 *[(in) one day] within three days (and) if they*
- 9 *give me 75 (deben) silver for it”. If she takes the oath,*
- 10 *Tʿanechtyris will give 55 (deben) silver;*
- 11 *(and) [Tʿa]hotis will give 20 ? (deben) silver if she*
- 12 *withdraws in order not to take it, Tʿa-[...]*
- 13 *(traces of ink)*

9

O. Turin S. 12721

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	7.8 x 8.0 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken at the top
<i>Oath-taker (plaintiff):</i>	unknown
<i>Opponent (defendant):</i>	Pates, son of Panebchounis (<i>Pa-tw sꜣ Pa-nꜣ-bꜥn.w</i>)
<i>Place of oath-taking:</i>	unknown
<i>Date of oath-taking:</i>	unknown
<i>Subject matter:</i>	payment of a debt (?)

Contents:

The contents and circumstances of the oath are difficult to reconstruct with certainty due to most part of the oath-text, including the wording of the oath, being written on the part of the ostrakon that broke away. However, based on the consequences of the oath, which have been preserved, the following scenario can be tentatively suggested: the oath-taker (name lost) claims the payment of a debt, concerning grain (and money?), contracted by Pates, son of Panebchounis. Apparently, the debt was laid out in a document, which was still in possession of the plaintiff, i.e. the oath-taker. On his turn, the debtor probably claims that he already paid his due, and therefore wants the document be returned to him. An oath must resolve the impasse: if the plaintiff backs up his claims by swearing, then Pates has to repay his debt; on the contrary, should the plaintiff refuse to take the oath, he will implicitly admit that the debt has indeed already been paid and will have to give back the document attesting the debt to Pates.

Transliteration

x+1	<i>iw ir=j s 'iw=f ir p3 ʕnh'</i>
x+2	<i>ntj sh hrj mtw Pa-tw s3 Pa-n3-bhn. 'w'</i>
x+3	<i>ntj hrj mh n3 sw.w iw=w h3j (?)</i>
x+4	<i>`irm n3 hḏ.w r.tw=f hr p3 sh (?)'</i>
x+5	<i>iw=f st3 r tm ir=f mtw=f</i>
x+6	<i>wj r.r=w mtw=f dj.t n=f</i>
x+7	<i>p3j=f sh n-dr.t=f</i>

Translation

...

x+1	<i>which I have made". If he takes the oath</i>
x+2	<i>written above, Pates son of Panebchounis,</i>
x+3	<i>aforementioned, will pay the grain, which is measured (?),</i>
x+4	<i>along with the silver (money) that he (the oath-taker) has given according (?) to the document (?)</i>
x+5	<i>If he withdraws in order not to take it, he (the oath-taker) will</i>
x+6	<i>be far from them and give him (Pates)</i>
x+7	<i>his document (which is) in his hand.</i>

10

O. Turin S. 12682 + G. 22

<i>Provenance:</i>	Pathyris, (S. 12682: Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	18 x 12 cm
<i>Description:</i>	reconstructed from 2 fragments bearing different inventory numbers. Broken at the bottom on the right side. Faint.
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Bibliography:</i>	the fragment with inventory number S. 12682 has already been published by Kaplony-Heckel, <i>Tempeleide</i> , nr. 51, p. 117-118. See also <i>ibidem</i> , p. 52 and p. 382, where she suggests that the handwriting of the Turin ostrakon and the still unpublished O. Bodl. Libr. 1086 is the same.
<i>Oath-taker (defendant):</i>	Horus, son of Nekhoues (<i>Hr s3 N3-nht=f</i>)
<i>Opponent (plaintiff):</i>	Petosiris, son of Harekuis (<i>P3-dj-Wsr s3 Hr-igs3</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	2 Februari 95 B.C.
<i>Subject matter:</i>	purgatory oath concerning the theft of 3 cows

Contents:

Petosiris, son of Harekuis, suspects Horus, son of Nekhoues (also acting as oath-helper in O. Turin S. 12778 + S. 12875) of stealing 3 cows from him. Horus can defend himself by denying the charge under oath. But if he declines, he implicitly admits being guilty of theft. In that case, Petosiris will have for his part to take a suppletory or estimatory oath to state the value of the stolen cows. Horus, who apparently no longer has the cows in his possession, will then have to reimburse their value to Petosiris.

Transliteration¹

- 1 *h.t (n) p3 ʕnh ntj i.ir Hr s3*
- 2 *N3-nh.ʕ=f r ir=f n hw.t-ntr nb-bhn.w*
- 3 *n P3-dj-Wsr s3 Hr-igš n h3.t-sp 19 ibd-1 pr.t (sw) 20*
- 4 *ʕnh Sbk ntj htp dj irm ntr nb*
- 5 *ntj htp irm=f ʕ iħt 3.t bn-pw=j ʕj.ʕ=s*
- 6 *bw-ir-rħ=j gr rmt iw ʕj=f st iw=f ir (p3)*
- 7 *ʕnh mtw=w wj r.r=f iw=f sʕ3*
- 8 *r tm ir=f mtw P3-dj-Wsr ir p3 ʕnh*
- 9 *r swnt [n ʕ iħt 3.t] mtw=f mh=f n.im=s*

Translation

- 1 *Wording of the oath which Horus, son of*
- 2 *Nekhoutes, will take in the Temple-of-Nebkhounis*
- 3 *for Petosiris, son of Harekusis, in year 19, 1st month of the pr.t season, day 20:*
- 4 *“As Sobek lives, who rests here with each god*
- 5 *who rests with him: (As to) the 3 cows. I did not steal them;*
- 6 *I do not know anyone else who stole them”. If he (Horus) takes the*
- 7 *oath, they (understand ‘he’, e.g. Petosiris) will be far from him; if he (Horus) withdraws*
- 8 *in order not to take it, he (Petosiris) will take an oath*
- 9 *on the value [of the 3 cows] (and) he (Horus) will pay them to him (Petosiris).*

11

O. Turin B. 12874

<i>Provenance:</i>	Pathyris (on internal grounds)
<i>Height x Width:</i>	11.5 x 9.5 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	Broken at the bottom
<i>Oath-taker (defendant):</i>	Cesthotes, son of Pamenos (<i>Hnsw-Dḥwtj s3 Pa-mnh</i>)
<i>Opponent (plaintiff):</i>	Pnephereus, son of Portis (<i>P3-nfr-iw s3 P3-wr.t.w</i>)
<i>Scribe of the oath:</i>	Pelaïas, son of Pa-... (<i>P3-mr-iḥ s3 Pa-...</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	145/4 or 89/8 B.C.
<i>Subject matter:</i>	purgatory oath concerning theft of money

Contents:

Pnephereus, son of Portis accuses Cesthotes, son of Pamenos, of stealing money from him. Cesthotes can have the charges dismissed by declaring under oath that he did not steal the disputed money, nor does he know anyone who may have done it. If Cesthotes takes the oath, Pnephereus will have to drop his claims; if he does not, he will have to pay Pnephereus an amount of 400 (?) deben silver.

Transliteration

- 1 *h.t (n) p3 ʿnh ntj i.ir Hnsw-Dḥwtj s3 Pa-mnh r.ir=f*
 2 *n ḥw.t-ntr n nb-ḥn n P3-nfr-iw s3 P3-wr (wr.tw)*
 3 *n ḥ3.t-sp 26 ibd-1 3ḥ.t (sw) 2 <ʿnh Sbk > ntj ḥtp dj irm ntr nb*
 4 *ntj ḥtp dj irm=f nj ḥd.w ntj iw=k mdt irm=j*
 5 *r-dḥ3.tj=w bn-pw=j 3j=w bw-ir-rḥ(=j) gr rmt iw 3j=f st*
 6 *iw=f ir p3 ʿnh mtw=w wj r.r=f iw=f s3 r*
 7 *tm ir=f mtw=f djt ḥd 400 (?) [sh]*
 8 *P3-mr-iḥ (s3) Pa-...*
 9 *ntj [ʿk n ḥw.t-ntr ...]*

Translation

- 1 *Wording (of) the oath which Chesthotes, son of Pamenos, will take*
 2 *in the Temple-of-Nebkhounis for Pnephereus, son of Portis,*
 3 *in year 26, 1st month of the 3ḥ.t season, day 2: “<As Sobek lives> who rests here with each*
 4 *god*
 5 *who rests with him: (As to) this silver (money), about which you have litigated*
 6 *with me,*
 7 *I did not steal it; nor know of anyone else who stole it”.*
 8 *If he (Chesthotes) takes the oath, they will be far from him; if he withdraws in order*
 9 *not to take it, he (Chesthotes) will give 400 ? (deben) silver ... [Written by]*
 10 *Pelaías (son of) Pa-...,*
 11 *who [has access to the temple ...]*

12

O. Turin S. 12792

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	12 x 7 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	Broken on the right side and partially at the bottom
<i>Oath-taker (defendant):</i>	Ephonychos (<i>Iw=f-ꜥnh</i>)
<i>Oath-helpers:</i>	the mother of Ephonychos (name lost in the lacuna) and his wife Psennesis (<i>T3-šr.t-is.t</i>)
<i>Opponent (plaintiff):</i>	Kleitos (?), son of Psennosiris (<i>Glts s3 P3-šr-Wsir</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis
<i>Date of oath-taking:</i>	108/7 or 105/4 B.C.
<i>Subject matter:</i>	purgatory oath about the misappropriation of a certain object

Contents:

In order to settle a dispute concerning a certain object (missing in the lacuna), which presumably belonged to Kleitos, the plaintiff, Ephonychos has to take an oath to defend himself that he did not find or take such an object, nor does he know anyone who may have found it. Furthermore, should that object have been sold, he would not have profited from the sale. His mother, whose name is not preserved, and his wife Psennesis have to corroborate his sworn statement by swearing an oath themselves (subsidiary oath). If Ephonychos and his oath-helpers actually do take their oath respectively, the plaintiff is bound to withdraw his accusations. If they do not swear the oath, then Ephonychos must admit and reveal the object he or someone he knows has found or taken and give it back to Kleitos.

Transliteration

- 1 [ḥ.t n pꜣ ḥ ntj-iw r.ir Iw=f-ḥnḥ
- 2 [sꜣ NN r] ir=f n Glts sꜣ Pꜣ-šr-*W*sir (?)
- 3 [n ḥw.t-ntr n nb]-bḥn n ḥꜣ.t-sp 10.t ibd-1 ꜣḥ.t sw 7
- 4 [ḥnḥ Sbk ntj] 'ḥtp' dj irm ntr nb ntj ḥtp
- 5 [dj irm=f...] ntj iw=k md.t irm=j r-dꜣꜣ.t=s
- 6 [bn pw=j gm.]t=s bw rh=j rmt iw=f gm.t=s
- 7 [.....] ... wn (?) n.im=s iw=w
- 8 [dj t=s dꜣꜣ] ḥd bn-pw ḥw-nfr
- 9 [ph (r.ḥr=j) n.im=s] iw=f ir pꜣ ḥnḥ mtw
- 10 [NN] tj=j mwt Tꜣ-šr.t-is.t tj=f rmt.t
- 11 [.....] ir=f r.dꜣ.t=f dd
- 12 [pꜣ ḥnḥ] mꜣ^c pꜣj mtw=f 'wꜣ'
- 13 [r.r]=f iw=f r tm ir(=f) pꜣ (?) nkt mtw=f [r hn.t=f dj.t s]

Translation

- 1 [Wording (of) the oath] which Ephonychos,
- 2 [son of NN] will take for Kleitos (?), son of Psennosiris (?)
- 3 [in the Temple-of-Neb]khounis in year 10, 1th month of the ꜣḥ.t season, day 7:
- 4 “[As Sobek lives who] ‘rests’ here with each god who rests
- 5 [here with him: (as to) this (object)] about which you have litigated with me,
- 6 [I did not find] it; I do not know anyone who has found it.
- 7 [.....] being (?) from it. If they
- 8 [have sold it], no benefit
- 9 [has reached me from it’]. If he takes the oath and if
- 10 [NN], his mother and Sennesis, his wife
- 11 [...] to take it (e.g. the oath) (?) in his hand saying:
- 12 “[This oath is a] truthful oath”, he (Kleitos) will be ‘far’
- 13 [from him (Ephonychos)]. If he withdraws in order not to take (it), the (?) thing that he (Ephonychos) will [reveal, he will give it].

13

O. Turin B. 12771

Provenance: Pathyris (on internal grounds)
Height x Width: 5.8 x 7.5 cm
Material: potsherd (argil)
Language: Demotic
Description: broken on the right side; written on recto and verso;
many lines almost completely washed off

Oath-taker (defendant?): Tagombes, daughter of Harthotes (*Ta-wnbs ta Hr-Dḥwtj*)
Opponent (plaintiff?): Pates, son of Siephmus (*Pa-tw sꜣ Sꜣj-pꜣ-mwt*)
Place of oath-taking: reading uncertain (temple of Anubis?)
Date of oath-taking: illegible
Subject matter: theft of ... (?) (probably purgatory oath)

Contents:

Due to the many lines almost completely washed off (the wording and the consequences are illegible), very little can be said about the contents and circumstances of this oath before Anubis (an unicum). It seems that Tagombes (the same woman as in O. Turin G.5, text nr. 1?) has to defend herself against the accusation of stealing something, presumably from the plaintiff in this dispute, a man called Pates.

Transliteration

recto

- 1 [ḥ.t n pꜣ ꜥn]ꜥḥꜣ ntj-iw ir Ta-wnbs
- 2 ta Hr-Dḥwtj ꜣr ir=f (n) tꜣ ... n Inpw
- 3 n Pa-tw sꜣ Sꜣj-pꜣ-mwt n ḥꜣ.t-sp ...
- 4 ꜣibcl-3 (?)ꜣ pr.t (?) (sw) 25 (?) ꜥnḥ Inpw
- 5 [...] ... (?)
- 6 [...] ... bn-pw=j (?) tꜣj nꜣj ...
- 7 ꜣ...ꜣ ...

verso

- 1 ꜥnḥ ...
- 2 iw=s stꜣ r tm ir=f
- 3 ...

Translation

- 1 [Wording of the oath] which Tagombes,
- 2 daughter of Harthotes, will take (at) the ... of Anubis
- 3 for Pates, son of Siephmus in the year ...
- 4 third month of the pr.t season, day 25 (?): “As Anubis lives,
- 5 [...] ... (?)
- 6 ... I did not steal these ...
- 7 ꜣ...ꜣ ...

verso

- 1 oath ...
- 2 if she refuses to take it (the oath)
- 3 ...

14

O. Turin S. 12776

<i>Provenance:</i>	Pathyris (Schiaparelli's excavations 1910-11)
<i>Height x Width:</i>	5.5 x 10 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken partly on the right side and at the bottom
<i>Oath-taker (defendant):</i>	Abykis, son of <i>Ptwḥ</i> (?) (<i>ḥbq s3 Ptwḥ</i> ?)
<i>Opponent (plaintiff):</i>	Peteharoeris, son of Schotes (?) (<i>P3-dj-Ḥr-wr s3 Sbk-Ḥtp</i> ?)
<i>Place of oath-taking:</i>	Temple of Hathor, Pathyris
<i>Date of oath-taking:</i>	113/112 (?) B.C.
<i>Subject matter:</i>	purgatory oath concerning the theft of landproducts (<i>it, sw, th</i>)

Contents:

Peteharoeris has accused Abykis of stealing landproducts, such as barley, grain and straw, from him. Abykis can defend himself by denying the charges under oath. Abykis' oath in the name of Hathor is a rarity: most temple oaths by the inhabitants of Pathyris are sworn before Sobek in his temple in Krokodilopolis. Part of the wording and the consequences of Abykis' oath are missing.

Transliteration

- 1 *h.t (n) p3 ʕnh ntj-iw ir ʕbq s3 Ptwh (?)*
- 2 *r ir=f n hftḥ (n) Ht-Hr n h3.t-sp 5.t*
- 3 *ibd-3 pr.t (sw) 30 ibd-4 pr.t (sw) 1 (?) (n) P3-dj-Hr-wr s3 Sbk-ʿ htpʿ (?)*
- 4 *ʕnh Ht-Hr ntj htp dj*
- 5 *[irm ntr nb ntj htp irm] =s bn-pw=j t3j it sw*
- 6 *[.....] ... it tk*
- 7 *[.....] (traces)*

Translation

- 1 *Wording (of) the oath which Abykís, son of Ptwh (?),*
- 2 *will take (on) the dromos of Hathor in year 5*
- 3 *3rd month of the pr.t season, day 30, 4th month of the pr.t season, day 1 (?), for*
Peteharoerís, son of Schotes (?):
- 4 *“As Hathor lives, who rests here*
- 5 *[and each god who rests with] her: I did not take (i.e. steal) (any) barley, grain,*
- 6 *[.....] ... barley, straw*
- 7 *[.....] (traces)*

15

O. Turin B. 12832

<i>Provenance:</i>	Pathyris (on internal grounds)
<i>Height x Width:</i>	6.2 x 10.5 cm
<i>Material:</i>	potsherd (argil)
<i>Language:</i>	Demotic
<i>Description:</i>	broken on the left side
<i>Oath-taker (defendan):</i>	Patseous, son of Herieus (<i>Pa-b-s.t-ḥ.t sḥ Hrj=w</i>)
<i>Opponent (plaintiff):</i>	ḥgn and his companions (<i>ḥgn irm nḥj=f irj.w</i>)
<i>Place of oath-taking:</i>	Temple of Nebkhounis, Krokodilopolis
<i>Date of oath-taking:</i>	not mentioned
<i>Subject matter:</i>	purgatory oath about the theft of grain (<i>sw</i>)?

Contents:

Patseous, son of Herieus, has been accused of stealing grain (?) by ḥgn and his companions; he is asked to prove his innocence by denying this charge under oath. If Patseous takes the oath, the plaintiff will not proceed any longer against him; if he does not, he will be found guilty and will have to give the grain (?) back to ḥgn and his companions.

Transliteration

- 1 [ḥ.t (n) p3 ʿnʿ ḥʿ ntj-iw ir Pa-t3-s.t-ʿ3.t s3 Hrj=w r ir=f n ḥw.t-ntr
- 2 [n nb-Bḥn] n ʿgn irm n3j=f irj.w ir=f ʿnh Sbk
- 3 [ntj ḥtp dj] ʿirmʿ ntr nb ntj ḥtp irm=f bn-pw=j t3j
- 4 [p3 sw (?)] ʿbwʿ-ir- rḥ=j gr rmt iw t3j=f s
- 5 [iw=f ir p3 ʿnh] ntj sh ḥrj mtw=w wj r.r=f
- 6 [iw=f st3 r tm] ʿirʿ=[f] mtw=f djt p3 sw (?)

Translation

- 1 [Wording (of) the oath] which Patseous, son of Herieus, will take in the Temple-
- 2 [of-Nebkhouis] for ʿgn and his companions: “As Sobek lives,
- 3 [who rests here] with each god who rests with him: I did not take (i.e. steal)
- 4 [the grain ?], I do not know anyone else who took it”.
- 5 [If he takes the oath] abovementioned, they will be far from him;
- 6 [if he withdraws in order not to] take [it], he will give the grain (?) back.

16

O. Tait Bodl. 273

<i>Provenance:</i>	Dios Polis (Thebes east)
<i>Material:</i>	pottery
<i>Language:</i>	Greek
<i>Description:</i>	faint in places; with a few gaps in the text
<i>Edition:</i>	Tait, <i>Greek Ostraca in the Bodleian Library</i> (1930); no translation.
<i>Trismegistos:</i>	TM 71002

<i>Oath-taker (plaintiff):</i>	Isidoros and his wife
<i>Opponent (defendant):</i>	Ptolemaios
<i>Scribe of the oath:</i>	unknown
<i>Place of oath-taking:</i>	the Herakleion, i.e. Khonsu temple in Karnak
<i>Date of oath-taking:</i>	4 February 150 or 1 February 139 B.C.
<i>Subject matter:</i>	3775 copper drachmas

Contents:

Isidoros and his wife Ammon- (?) have to swear an oath to Ptolemaios, their opponent in a dispute, regarding a sum of 3775 drachmas. Due to the many gaps in the text, it is not clear what the money was for; it may concern the payment of a debt. The only consequence listed beforehand on the ostrakon is that of not swearing the oath. In that case, Ptolemaios should be set free, i.e. acquitted from all claims, which may imply that he was the defendant in this dispute (thus the oath was taken by the plaintiff).

Transcription

- 1 ὄρκος ὃρ δεῖ ὁμόσαι Ἰσίδωρον καὶ τὴν τούτου γυναῖκα
 Ἄμμων Πτολεμαίῳ ἐπὶ τοῦ Ἡρακλείου
 τῇ η τοῦ Τῦβι τοῦ λα (ἔτους). νῆ τὸν Ἡρακλῆ
 καὶ τοὺς συννάους θεοὺς ἢ μὴν
 5 ἔχειν παρὰ τῶν
 διὰ τῶν
 τω[.] [.]
 τ
 χα(λκοῦ) Ἵψοε ρ . ις
 10 μὴ ὁμνυόντων αὐτῶν
 ἀπολύεσθαι τὸν Πτολεμαῖον.

Apparatus

- 1 1. ὄν

Translation

Oath which Isidoros and his wife Ammon- (?) have to swear for Ptolemaios at the temple of Herakles on the 8th (day) of (the month) Tybi of the 31st year:

“By Herakles and the gods who live together with him (lit. ‘share his temple’): Truly ... to have (received) from the ... through the ... copper drachmas 3775 ...”.

If they do not swear the oath, Ptolemaios has to be set free.

Notes

- 1-2 Ἰσίδωρος, Ἄμμων, Πτολεμαῖος: both the oath-takers and their opponent have Greek names; so, they all probably spoke Greek. This must be the reason why the oath was written and sworn in Greek. The name Isidoros and Ptolemaios are well known, but without patronymic it is difficult to establish who they actually are. For other oaths taken by husband and wife, see the Demotic O. ZÄS 109, p. 122; O.Tempeleide 28, 30, 187, 206, 211 (wife is oath-helper); for multiple oath-takers, see Chapter 3, p. 112-114.
- 11 ἀπολύεσθαι: for this Greek verb as a counterpart of the demotic verb *wj* ‘to be far’ in the consequences of the oath, see Chapter 3, p. 135-136. For more oaths with only one consequence stated, *ibidem*, p. 145. The fact that Ptolemaios had to be left alone if the oath-takers refused to swear the oath probably means that he was the defendant and that this text is one of the rare oaths taken by the plaintiff. For more on the latter, see Chapter 3, p. 137 and 144.

17

O. Tait Bodl. 274

<i>Provenance:</i>	Koptos
<i>Material:</i>	pottery
<i>Language:</i>	Greek
<i>Description:</i>	broken off at the bottom
<i>Edition:</i>	Tait, <i>Greek Ostraca in the Bodleian Library</i> (1930); no translation.
<i>Select bibliography:</i>	Pestman, <i>RdÉ</i> 16 (1964), p. 218 (translation); quoted by Traunecker, <i>OLA</i> 43 (1991), p. 378; see also Seidl, <i>Aegyptus</i> 32 (1952), p. 321.
<i>Trismegistos:</i>	TM 71003

<i>Oath-taker (defendant):</i>	Timodemos, son of Hermias
<i>Opponent (plaintiff):</i>	Dorion and Theon, sons of Philippos
<i>Scribe of the oath:</i>	not mentioned
<i>Place of oath-taking:</i>	the Kroneion, i.e. temple of Kronos (= Geb)
<i>Date of oath-taking:</i>	29 September 67 B.C.
<i>Subject matter:</i>	an Egyptian contract (συνγραφὴ Αἰγυπτία)

Contents:

Dorion and Theon, sons of Philippos, had probably asked Timodemos for the return of an Egyptian contract (συνγραφὴ Αἰγυπτία) originally given in deposit to Hermias, the deceased father of Timodemos. According to Timodemos, however, his wife Zmithis had already handed the contract back to Arsinoe, the daughter of Dorion. If Timodemos swears an oath about it, he will no longer be held responsible for the return of the contract at issue.

Transcription

- 1 ὄρκος ὃν δεῖ ὁμόσαι
ἐπὶ τοῦ ἐν Κόπ(τω) Κρονείου
τῇ κᾱ τοῦ Θῶυθ
τοῦ ιε (ἔτους) Τιμόδημον
5 Ἑρμίου Δωρίωνι καὶ Θέωνι
ἀμφοτέροις Φιλίππου διότι
νῆ τὸν Κρόνον καὶ τοὺς συν-
νάους θεοὺς εἰ μὴν ἦν εἰ-
χεν ὁ πατήρ μου συγγραφῇ
10 Αἰγυπτίαν ἐν παραθήκῃ
ταύτην τὴν γυναῖκαν μου
Ζμίθιν ἀποδεδωκέναι
Ἀρσινόῃ Δωρίῳ/νος, ὁμόσαντος
αὐτοῦ ἀπολύεσθαι τῆς
15 [συγγρα]φῆς, μὴ ὁμ[ό]σαντος
[.] . . . [---]

Apparatus

- 11: 1. γυναῖκά
14: τῆς corr. ex τῶν
15: μὴ! 1. μὴ

Translation

Oath which Timodemos, son of Hermias, has to swear at the Kroneion in Koptos, on the 21st (day) of (the month) Thot of the 15th year, for Dorion and Theon, both sons of Philippos:

“By Kronos and the gods who live together with him: Truly, the Egyptian contract which my father had in deposit, my wife Zmithis has given back to Arsinoe, daughter of Dorion”.

If he swears the oath, he has to be set free from the contract; if he does not swear the oath ...

Notes

- 1 Τιμόδημος: the defendant Timodemos has to declare under oath that his wife Zmithis had already returned the Egyptian contract under consideration to Arsinoe (maybe the two women knew each other or were somehow related). There are two possible explanations for the fact that Timodemos rather than his wife is taking the oath: 1) Zmithis had passed away 2) Timodemos has taken the oath on behalf of his wife who did not speak Greek. All parties involved, except Timodemos' wife (see below), have Greek names, so they probably spoke Greek and thus also the oath must be uttered in Greek. Also, after the death of his father Hermias, Timodemos - as his son - became responsible for the custody of the contract that was entrusted to Hermias in the first instance. Being held accountable for it, he thus had to take the oath nonetheless.

- 5 Δωρίων and Θέων: these two brothers are probably father and uncle of Arsinoe, to whom Timodemos claims the contract was returned by his wife, and the plaintiffs in this conflict, demanding the restitution of the contract. The reason why they act on behalf of Arsinoe, i.e. as her guardians (which is a Greek custom), may have been that Arsinoe's husband had passed away or that a conflict has arisen (a divorce?).
- 9 συνγραφὴ Αἰγυπτία 'Egyptian contract': this means that the contract was written in Demotic and drafted according to Egyptian law, but what kind of contract was it? It may have been Arsinoe's marriage contract, based on the fact that it was returned to her personally and that it was usual to keep such a contract outside the marital home.
- 10 ἐν παραθήκη: Hermias had the contract in deposit, meaning that the conflict with Timodemos was not about the contents of that contract (as, for example, in the case of a debt or loan), but about its being in custody and its restitution to the original owner.
- 12 Ζμίθις = Σμίθις is the Greek rendering of the Egyptian name *Šm.t*. Mixed marriages were not uncommon in Ptolemaic Egypt; see for instance the archive of Dryton and his wife Apollonia alias Senmonthis, for which consult Vandorpe, *Archive of Dryton*, *passim*.

18

O. Tait Bodl. 275

<i>Provenance:</i>	Thebes (?)
<i>Material:</i>	pottery
<i>Language:</i>	Greek
<i>Description:</i>	broken off at the top
<i>Edition:</i>	Tait, <i>Greek Ostraca in the Bodleian Library</i> (1930); no translation.
<i>Corrections:</i>	BL 5, 158
<i>Trismegistos:</i>	TM 71004

<i>Oath-taker (defendant):</i>	multiple (names unknown)
<i>Opponent (plaintiff):</i>	Achilleus
<i>Scribe of the oath:</i>	not mentioned; mention of the ὀρκωμότης
<i>Place of oath-taking:</i>	lost in lacuna
<i>Date of oath-taking:</i>	lost in lacuna; date of handwriting: 2 nd /1 st century B.C.
<i>Subject matter:</i>	payment of τιμή

Contents:

Conflict between multiple oath-takers (whose names are missing) and Achilleus about the payment of τιμή, which can indicate either the price or value of an object or a fine. In the absence of documents to prove it, the defendants have to swear that they already had paid the τιμή in full, and also that they gained no benefit from something mentioned in the text (which remains undefined due to a lacuna). If they indeed swear the oath, all claims against them will be dropped; if they decline, they have to pay the τιμή to Achilleus, over which he for his part will take an oath (probably a suppletory or estimatory oath).

Transcription

-
- 1 [.].
 [. . .] γ . η τ . [- - -]
 τιμὴν μὴ εἶα [- - -]
 τησαντος τη . . [- - - πληρο-]
 5 φορηκέειν αὐτὴν μη[δὲ - - -]
 μηδὲ ὠφελησθαι ἀπ[- - -]
 μηθ' ἕτερόν τι μηδ . . [- - -]
 ὁμνούντων αὐτῶν ἀπολ[ύεσθαι]
 αὐτούς, ἐὰν δὲ μὴ ὁμνύωσι
 10 ἐκτίσεις τὴν τιμὴν αὐτῷ
 ἦν ἐὰν ὁμήσει Ἀχιλλεύς
 τιμὴν.
 (2nd hand) δι' ὀρκωμότου.

Apparatus

- 4-5 1. πληρο]φορηκέειν: supplevi]φορηκέειν ed. pr.
 5 1. μη[δὲ: supplevi μη[ed. pr.
 9 1. μὴ
 10 1. ἐκτίσειν
 11 1. ὁμόσει
 13 1. ὀρκωμότου

Translation

“... price not ... to have paid it in full nor ...
 nor to derive profit from ... nor something else nor ...”.

If they swear the oath, they have to be set free; if they do not swear the oath, they have to pay the price to him, if Achilles will take an oath over this price.

(2nd hand) *Through the ὀρκωμότης.*

Notes

- 1 The protocol of the oath and the beginning of its literal wording are lost in the lacuna. However, based on the consequences of the oath (see l. 8-9) we can conclude that there must have been at least two oath-takers (see use of the plural in the *genitivus absolutus*) and that they were the defendants in this conflict (if they swear, they will be free of all charges). The opponent of the oath-takers, and also plaintiff, is most likely the same Achilles mentioned in l. 10 to whom the defendants have to pay the τιμή should the oath be refused.
- 3 τιμή: in this context it probably indicates the price or value of a certain object that maybe the defendants had bought or lent from the plaintiff.
- 10 ἐκτίσειν (inf. fut. of ἐκτίνω): the correction is based on the fact that the use of an infinitive in the consequences for swearing or refusing to swear the oath is common; the use of a second person (ἐκτίσεις 2nd ps. sg. fut. of ἐκτίνω), on the contrary, implying a direct speech, is never attested in this part of the oath.
- 11 Ἀχιλλεύς: Achilles probably has to swear a so-called estimatory oath to establish the price or value of the object that he had sold or lent. For this type of oath, see Chapter 1, p. 19 and Chapter 3, p. 144.
- 13 δι' ὀρκωμότου: this note has probably been written by the ὀρκωμότης himself (different hand from that of the oath-text), for which see Chapter 3, p. 151-152 and Chapter 4, p. 195-196.

19

O. Tait Bodl. 276

<i>Provenance:</i>	Thebes (?)
<i>Material:</i>	pottery
<i>Language:</i>	recto: demotic 9 lines (unpublished); verso: Greek (reuse of blank side)
<i>Description:</i>	complete
<i>Edition:</i>	Tait, <i>Greek Ostraca in the Bodleian Library</i> (1930); no translation
<i>Trismegistos:</i>	TM 71005

<i>Oath-taker (witness?):</i>	Demeas
<i>Opponent (plaintiff?):</i>	Lykon, son of Petechon
<i>Scribe of the oath:</i>	not mentioned
<i>Place of oath-taking:</i>	not mentioned
<i>Date of oath-taking:</i>	19 Februari 183 B.C. or 13 Februari 159 B.C.
<i>Subject matter:</i>	concerning a woman and her husband Philippos

Contents:

A certain Demeas has to swear an oath (text not reported) versus Lykon, son of Petechon, about things concerning a woman (Tammin?) and her husband Philippos. Maybe Demeas was required to do so acting as a witness in a dispute between Lykon and the married couple. The text is written on the verso, perhaps a Greek summary of a Demotic oath on the verso?⁸⁷⁴

⁸⁷⁴ Unfortunately, the Demotic signs on the recto are washed off and thus unreadable. For notes in Greek added to Demotic oaths, see Chapter 3, p. 157-158.

Transcription

verso

- 1 (ἔτους) κβ Τῦβι $\overline{\text{ιε}}$
 ὄρκος Δημέου πρὸς
 Λύκον Πετεχώντος
 περὶ τῶν καταμμιν
 5 καὶ Φίλιππον τὸν ταύ-
 της ἄνδρα.

Apparatus

- 1 1. Τῦβι corr. ex μεχειρ
 4 1. κατὰ Ταμμῖν (?)

Translation

22nd year, on the 15th (day) of (the month) Τῦβι: oath of Demeas versus Lykon, son of Petechon, about the things concerning Tammin (?) and Philippos, her husband.

Notes

- 2-3 πρὸς Λύκον: lit. ‘*against Lykos*’ usually the second party in the oath is introduced with a dative (see e.g. the other Greek oaths ex. 17, 18, 20, 21). The use of πρὸς with the accusative in this text may have been used to emphasize the fact that Lykos was the opponent of the oath-taker.

O. Wilcken 1150 = Mitteis, Chrest. 49

<i>Provenance:</i>	Dios Polis (Thebes east)
<i>Material:</i>	pottery
<i>Language:</i>	Greek
<i>Description:</i>	complete; illustrations: Sudhoff, <i>Ärtzliches</i> , Taf. 3, nr. 3; BL 8, 540
<i>Edition:</i>	Wilcken, O. Wilcken 1150 = Mitteis, Chrest. 49
<i>Select bibliography:</i>	Revillout and Wilcken, <i>RdÉ</i> 6 (1891), p. 11, nr. 15; Wenger, <i>ZSS</i> 23 (1902), p. 213-214; Seidl, <i>Eid</i> (1929), p. 56 and idem, <i>Aegyptus</i> 32 (1952), p. 316; Vleeming, <i>Ostraka Varia</i> (1994), p. 129; Kaplony-Heckel, <i>APf</i> 50 (2004), p. 138–150
<i>Corrections:</i>	BL 2.1, 93; BL 8, 540
<i>Trismegistos:</i>	TM 51882
<i>Oath-takers (defendants):</i>	Herakleides and Nekhoures, two brothers
<i>Oath-helpers:</i>	Ammonios and Hermokles, other two brothers
<i>Opponent (plaintiff?):</i>	Poregebthis
<i>Scribe of the oath:</i>	not mentioned
<i>Place of oath-taking:</i>	the Herakleion, i.e. Khonsu temple in Karnak
<i>Date of oath-taking:</i>	11 January 145 B.C. or 8 January 134 B.C. (cf. J.G. Tait, BL 2.1, 93)
<i>Subject matter:</i>	infliction of an injury

Contents:

A man named Poregebthis had been wounded, for which he suspected the brothers Herakleides and Nekhoures were responsible. Without sufficient proof, an oath had to be taken to settle the quarrel: if the brothers accused of the assault (backed up by their two other brothers, Ammonios and Hermokles), denied under oath either inflicting the injury upon Poregebthis themselves or knowing who inflicted it upon him, then the latter would have to withdraw his accusations. If they refused to swear the oath, they had to go to the *epistates*.

Transcription

- 1 ὄρκος ὃν δεῖ ὁμόσαι Ἡρακλείδην
 Ἑρμοκλέους καὶ Νεχούτην τὸν ἀδελφὸν[ν]
 ἔτους λς Χοίαχ ιε Πορεγέβθει
 Ψενχώνσιος ἐπὶ τοῦ Ἡρακλέου·
 5 τὸ τραῦμα ὃ ἔχεις οὐ πεποίκαμέν
 σοι οὐδ' οἶδαμεν τὸν πεποηκότα σοι·
 καὶ Ἀμμώνιος καὶ Ἑρμοκλῆς οἱ ἀ-
 δελφοὶ συνομνύετωσαν ἀληθῇ
 τὸν ὄρκον εἶναι. εἰ ὁ θῆ /// . .
 10 τ . τ . ου . . υ . // ὥμοσεν τ . δ . α
 αὐτῶν ἀπολύεσθαι αὐτούς, εἰ δὲ [μή],
 ἔρχεσθαι ἐπὶ τὸν ἐπιστάτην.

Apparatus

- 4 1. Ἡρακλείου
 5 1. πεποιήκαμεν
 6 1. πεποηκότα

Translation

Oath which Herakleides, son of Hermokles and Nekhoustes, his brother, have to swear in the 36th year, on the 15th (day) of (the month) Khoiak, for Poregebthis, son of Psenkhonsis, at the Herakleion:

“The wound that you have sustained, we have not inflicted on you, nor do we know who has inflicted it on you”.

And Ammonios and Hermokles, their brothers, have to take the oath together with them, (to swear) that this oath is true.

If ... (?), they have to be set free; if not, they must go to the epistates.

Notes

- 1-2 Ἡρακλείδης Ἑρμοκλέους: one of the two oath-takers, Herakleides son of Hermokles, is known from his archive, about which see Kaplony-Heckel, *Afp* 50 (2004), p. 138-150.
- 4-5 The invocation formula is missing in this oath; for similar cases, see e.g. O. Tempeleide 59 and 73.
- 5 τὸ τραῦμα: the fact that the oath was imposed on multiple oath-takers (Ἡρακλείδης and Νεχούτης) reflects, as argued by Vleeming, *Ostraka Varia*, p. 129, that ‘blows are more easily given in a brawl’ and that the purpose of such an oath was possibly ‘to determine who exactly among a crowd was responsible for inflicting the injury’. For a Demotic oath with a similar subject matter, see Vleeming, *ibidem*, p. 130.
- 7 Ἀμμώνιος καὶ Ἑρμοκλῆς: two brothers of the oath-takers, who were probably supposed to know something about the incident, have to back up Herakleides and Nekhoustes by swearing a subsidiary oath themselves. Oath-helpers, mostly family members, occur regularly in temple oaths; see Chapter 3, p. 138-140.
- 12 ἐπιστάτης: for more about the role and the intervention of the *epistates* and other officials in case the oath was not taken, see Chapter 4, p. 217.

21

Wilcken Chrest. 110 A

<i>Provenance:</i>	Dios Polis (Thebes east)
<i>Material:</i>	pottery
<i>Language:</i>	Greek
<i>Description:</i>	complete, written on recto and verso; illustration: Lamer, <i>Griechische Kultur im Bilde</i> (1911), p. 82, 123
<i>Edition:</i>	Wilcken, <i>Chrestomathie</i> (1912), p. 140-141
<i>Select bibliography:</i>	Wilcken, <i>ZÄS</i> 48 (1910), p. 168-174 (with translation); Seidl, <i>Aegyptus</i> 32 (1952), p. 314-15 and 318
<i>Corrections:</i>	BL 2.1, 42 and BL 2.2, 186
<i>Trismegistos:</i>	TM 80128

<i>Oath-taker (defendant):</i>	Herakleides, son of Leukios
<i>Opponent (plaintiff):</i>	Kephalon, son of Perigenes
<i>Scribe of the oath:</i>	not mentioned
<i>Place of oath-taking:</i>	the Khesebaieion, i.e. Khonsu temple in Karnak
<i>Date of oath-taking:</i>	12 December 110 B.C.
<i>Subject matter:</i>	agreement about the introduction to an association (σύνδοος)

Contents:

Herakleides and Kephalon, members of the same association (σύνδοος), had agreed with each other upon introducing Herakleides' son to the association if Herakleides' father Leukios, presumably also a member, passed away. This agreement (συνθήκαι) was entrusted to the scribe Perigenes, who maybe also helped to put it in writing. However, when (a few weeks later?) Leukios apparently actually passed away, the agreement had gone missing and a conflict arose between Herakleides and Kephalon about its exact contents, in particular regarding the introduction of payment of one keramion of wine (probably the admission fee to the association).

Transcription

recto

- 1 ὄρκος, ὃν δεῖ ὁμόσαι Ἡρακλείδην
 Λευκίου Κεφάλωνι Περιγένου
 ἐπὶ τοῦ Χεσεβαιήου τῇ κδ
 τοῦ Ἀθὺρ τὸ (ἔτος) η· νῆ τοῦ-
 5 τον τὸν Ἡρακλῆ καὶ τοὺς συν-
 νάους θεοὺς εἰ μὴν ἅτε
 διενεκθέντες πρὸς ἑαυτοὺς
 ἐπὶ τοῦ δρόμου τοῦ Ἀπολλωνι-
 ήου τῇ β τοῦ αὐτοῦ μηνὸς
 10 τὰς συνθήκας ἐδώκα-
 μεν Περιγένῃ τῷ γραμ-
 ματεῖ, διότι ἐὰν τελευ-
 τήσῃ ὁ πατήρ μου, εἰσά-
 ξω τὸν ἑμαυτοῦ υἱὸν
 15 εἰς τὴν σύνοδον. περὶ
 δὲ ἑτέρου τινος πράγματος/
 ὄρος οὐθεὶς γέγονεν.

verso

- οὐθὲν ψεῦδος ἐν τῷ
 ὄρκῳ ἐστίν.
 20 ὁμόσαντος δὲ αὐτοῦ
 ἐκτείνειν Κεφά-
 λωνα τῷ κοινῷ οἴνου
 κε(ράμιον) α παραχρήμα,
 μὴ ὁμόσαντος δὲ τοῦ
 25 Ἡρακλείδου ἐκτείνειν
 αὐτὸν τὸ κεράμιον.
 διορκείσθῃ ἄλ(λος)
 ὄρκος.

Apparatus

- 3 l. κδ corr. ex δ
 7 l. διενεχθέντες
 16 l. τινος
 21 l. ἐκτείνειν
 25 l. ἐκτείνειν
 27 l. διορκίσθη

Translation

recto *Oath which Herakleides, son of Leukios, has to swear for Kephalon, son of Perigenes at the Khesebaieion on the 24th (day) of (the month) Hathyr in the 8th year:*

“By this Herakles and the gods who live together with him: Truly, as much as our opinion differs (lit. ‘on the point where we differ from each other’), we have given the agreement to Perigenes the scribe on the dromos of the Apolloneion on the 2nd of the same month (stating) that, if my father dies, I will bring my own son into the association. (And) about no other matter has an arrangement been made”.

verso *“There is no lie in the oath”.*

If he swears the oath, Kephalon must immediately pay one keramion of wine to the association; if Herakleides does not swear, then he must pay that keramion.

Another oath has been sworn.

Notes

- 2 Perigenes, father of Kephalon: we do not know if the second party’s father is the same Perigenes mentioned in l. 6-7 as the scribe to whom the agreement (συνθήκαι) was entrusted. Seidl, *Aegyptus* 32 (1952), p. 314, suggests he was one and the same person, presumably also being the chair of the association, with whom Herakleides made his agreement in the first instance. Perigenes’ son Kephalon, the plaintiff in our oath, must have followed his father in the same position.
- 11 Perigenes, the scribe: he seems to play the role of ὀρκωμότης here; but as he was also a scribe, he probably helped writing down the agreement as well.
- 12-13 Probably not long (in the same month) after the agreement between Herakleides en Kephalon was concluded, Leukios, Herakleides’ father, passed away. Although the agreement may have also been made years before, it seems more likely that the need to arrange such a matter felt more urgent when Leukios’ death was approaching.
- 15 σύνοδος: we do not know what kind of association this was (maybe a priestly association?).
- 16-17 Apparently, the agreement had gone missing. In fact the disputed matter was not the existence of such an agreement, but rather what the agreement exactly was about (and in particular who had to pay the admission fee for Herakleides’ son to the association, based on l. 21-26).
- 18-19 οὐθὲν ψευδὸς ἐν τῷ ὅρκῳ ἔστιν: about this assertion of truthfulness, see Chapter 3, p. 146-147.
- 27-28 ἄλλος ὅρκος: the reading ‘another’ (ἄλλος) oath suggested by the first editor of the Greek text is not logical: which other oath should this be (unless it concerned ‘the other matter’ mentioned in l. 16)? Rather, at this place in the oath formula one would expect either a postscript (i.e. ‘the oath has been sworn’) known from several temple oaths or an annotation about or by the ὀρκωμότης similar to O. Tait Bodl. 275. Both options would agree with such a note being written in a different handwriting from that of the oath-text.

5.3 Table 1. Concordance and Summary of Texts

Nr.	Text (1-15: Demotic; 16-21: Greek)	Provenance and date	Oath and Context
1	O. Turin G. 5	Pathyris, 124 B.C.	divorce and restitution of the wife's personal possessions
2	O. Turin S. 12702 + S. 12828	Pathyris, 95/94 B.C.	dispute about a chiton and a <i>swḥ.t</i> –cooking pot at divorce
3	O. Turin S. 12716 + S. 12850 + O. Turin S. 12885 + G. 30	Pathyris, date unknown	dispute about a.o. 40 deben between (divorcing) man and wife (?)
4	O. Turin S. 12778 + S. 12875	Pathyris, 123 B.C.	dispute about the repayment of a debt after the death of a woman (a relative of the plaintiff?)
5	O. Turin S. 12685	Pathyris, 98 B.C.	purity of delivered barley and a previous oath
6	O. Turin S. 12880 + B. 12698	Pathyris, 103/102 B.C.	returning a disputed 'builder-stone' (<i>in-kt</i>)
7	O. Turin S. 12666	Pathyris, 115 B.C.	142 deben and 5 days
8	O. Turin S. 12814 + S. 12818	Pathyris, 142/141 B.C.	sale of an object for the price of 175 deben
9	O. Turin S. 12721	Pathyris, date unknown	payment of a debt?
10	O. Turin S. 12682 + G. 22	Pathyris, 95 B.C.	theft of 3 cows (purgatory oath)
11	O. Turin B. 12874	Pathyris, 145 or 89 B.C.	theft of money (purgatory oath)
12	O. Turin S. 12792	Pathyris, 108 or 105 B.C.	misappropriation of a certain object (purgatory oath)
13	O. Turin S. 12776	Pathyris, date unknown	theft of ...? (purgatory oath)
14	O. Turin S. 12771	Pathyris, 113/112 (?) B.C.	theft of land products (purgatory oath)
15	O. Turin B. 12832	Pathyris, date unknown	theft of grain (purgatory oath)
16	O. Tait Bodl. 273	Thebes, 150 or 139 B.C.	3775 copper drachmas
17	O. Tait Bodl. 274	Koptos, 67 B.C.	an Egyptian contract (συνγραφὴ Αἰγυπτία)
18	O. Tait Bodl. 275	Thebes (?), 2 nd /1 st cent. B.C.	payment of τιμή
19	O. Tait Bodl. 276	Thebes (?), 183 or 159 B.C.	concerning a woman and her husband Philippos
20	O. Wilcken 1150 = Mitteis, Chrest. 49	Thebes, 145 or 134 B.C.	infliction of injury
21	Wilcken, Chrest. 110 A	Thebes, 110 B.C.	introduction to an association (σύνδοξ) and payment of the admission fee

GENERAL CONCLUSIONS

Ptolemaic temple oaths are chronologically the last episode of a long history of oath-taking in Ancient Egypt. Despite the gaps in the surviving documentation, the examination of the available material in chapter two has showed both continuity and development in the use of ancient Egyptian oaths through time. Certain uses and functions of the oath originating from earlier times could be recognized in the later documentation or, on the contrary, a development of later times could be traced back to the earliest occurrences.

The majority of the preserved temple oaths are decisory; they may be seen as the end product of a long tradition of oaths used in legal disputes from the Old Kingdom onwards, as well as a new development, whose origins can be traced back to a few oaths from the Late Period (Abnormal Hieratic P. Louvre E 3228c from dyn. 25, P. Louvre E 7861 and P. Louvre E 7848 from dyn. 26 and Demotic P. Rylands 9, col. XX, ll. 16-17 from the Persian Period).

The fact that Ptolemaic temple oaths were mainly used to settle private legal disputes when written evidence was lacking or problematic (decisory oaths), and only rarely in contracts as it was mostly the case in earlier times (contractual oaths, especially promissory), may be explained with the development of the ancient Egyptian legal system through time, which influenced the use of oaths. Key factors within this development are the increasing use of written records to document verbal agreements along with the professionalization of legal scribes and procedures from the Nubian Period onwards, and the replacement of the Abnormal Hieratic legal tradition by the Demotic system by the time of Amasis.

As a result, contractual oaths (assertory and promissory), which were regularly attested in the sources from the Old Kingdom through the Nubian dynasty, were increasingly replaced by standard, fixed contractual stipulations as formulated by notary scribes in Demotic documents – despite being an element present in both the Abnormal Hieratic and Demotic legal tradition. In the Ptolemaic Period the former development was completed, as oaths were no longer included in Demotic written contracts between private parties. Contractual oaths, chiefly promissory, occurred regularly in the Greek documentation as royal oaths, in particular when the contracts concerned matters involving the state such as the royal economy or the Ptolemaic fiscal and administration system (e.g. the lease of Crown land), and, to a minor extent, in private matters (e.g. divorce). The functions of contractual royal oaths were similar to those of Egyptian oaths attested prior to the Ptolemaic Period (e.g. guarantee of a future execution of contractual obligations, or against outstanding claims). Naturally, the Demotic and Greek notarial practice sometimes influenced one another. This is demonstrated for instance by a royal oath (P. BM Reich 10079 B-C) written in Demotic and related to a divorce, which was not included in the actual document of divorce – as was usually the case in the Greek notarial practice – but drawn up separately, following the Demotic notarial practice.

By contrast, no longer part of Demotic written contracts, temple oaths were mainly used in judicial procedures to settle private legal disputes about daily life affairs concluded without any evidence (for instance a written contract) to support the plaintiff's claims or prove the defendant's rights. Oral agreements – in particular about movables – without documentation coexisted alongside written contracts, despite the accessibility of notary scribes. Interestingly, the two options for taking or not taking the oath, standard formulae of decisory temple oaths resemble the two opposite questions asked in oracular consultations and answered by the god with yes or no, a method used e.g. in the Third Intermediate Period to also solve a dispute.

Period	Contractual oaths (promissory and assertory)	Oaths in legal disputes (assertory and promissory)
Early Pharaonic Period mainly oral agreements without written records	<u>OK, MK, NK</u> mainly from Ramesside Deir el-Medina	<u>OK, MK, NK</u> mainly from Ramesside Deir el-Medina and not <i>per se</i> conclusive of a dispute
Late Pharaonic Period professionalization of legal scribes and legal procedures; standardization of legal formulae Abnormal Hieratic and Early Demotic legal traditions	<u>3rd IP</u> rare; notably: use of oracles <u>dyn. 25-26</u> mainly in Abnormal Hieratic contracts; a few in early Demotic contracts: P. Ryl. 1 and 2, Disc Louvre N 706	<u>3rd IP</u> rare; notably: use of oracles <u>dyn. 25-26 and Persian Period</u> P. Louvre E 3228c, P. Louvre E 7861, P. Louvre E 7848 (Abn. Hier.) P. Rylands 9, col. XX, ll. 16-17 (dem.): forerunners of Ptolemaic temple oaths, i.e. conclusive of a dispute
Ptolemaic Period Demotic and Greek notarial practice with separate law courts	Demotic contracts: no oaths included; standard contractual stipulations (guarantee clauses) Greek contracts: royal oaths	<u>Late Ptolemaic Period</u> decisory temple oaths (Demotic and a few Greek)

Based on a systematic study of the formulae of temple oaths (chapter three), in addition to the information provided by P. Mattha and P. Grenf. I 11 (chapter four), we may conclude that the written format of temple oaths and the procedure underlying the swearing of such an oath were fairly standard, with some small regional variants between Thebes and Pathyris. However, some parts of this procedure and aspects of non-verbal communication that undoubtedly belonged to the oral tradition of oath swearing were not conveyed into the written oath formulae, and are therefore lost to us.

Templates of temple oaths, along with legal codes or manuals, were available to the authorities taking part in the resolution of disputes. These authorities, very much in keeping

with Ptolemaic legal pluralism, operated at various levels of officialdom. Accordingly, temple oaths could be taken at several stages of the disputing process and be the result of both formal and informal, private and public strategies to settle a legal dispute. The swearing of such an oath, however, took always place in the context of a local temple, before the ultimate judge, the deity invoked as the guarantor of the veracity of the oath.

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SAMENVATTING IN HET NEDERLANDS

In het Oude Egypte vervulde de eed een belangrijke juridische en sociale functie. Eden, die een intrinsiek onderdeel vormden van de juridische orale traditie, werden bij verschillende gelegenheden uitgesproken, bijvoorbeeld bij rechtsaangelegenheden zoals het afsluiten van zakelijke overeenkomsten en rechtszaken (juridische context), maar ook om bepaalde emoties, daden of deugden te benadrukken (niet-juridische context).

De godheid of de koning die aangeroepen werd (§ 1.2.2; § 3.2.2.1) stond garant voor de waarheid van de eed. De Egyptenaren waren er namelijk van overtuigd dat de goden in staat waren tot grote woedeuitbarstingen indien iemand onder ede leugens vertelde en de angst voor goddelijke sancties in geval van meened was diepgeworteld in de Oud-Egyptische samenleving (§ 1.1). Het is veelzeggend dat eden vaak bij de monumentale toegangspoort tot de tempel werden afgelegd (tempelpoorten werden in Ptolemeïsche inscripties regelmatig *Rwt-dj.t-Mꜥ.t* ‘Poort van het geven van gerechtigheid’ genoemd). De poort werd namelijk beschouwd als de plaats waar god en mens elkaar ontmoetten, waar het sacrale en het wereldse elkaar raakten; de plaats ook waar de god in de volksreligie werd aanbeden, geraadpleegd en verzocht recht te spreken (§ 4.2.3.1).

Dit proefschrift concentreert zich op een type eed in de Ptolemeïsche periode (332–30 v. Chr.) die zijn naam ontleent aan de plaats waar hij gezworen werd, namelijk de tempeleed. Hiervan zijn vele Demotische en enkele Griekse voorbeelden bekend, in hoofdzaak afkomstig uit Boven-Egypte, vooral uit de Thebaanse regio en Pathyris. In het Ptolemeïsche Egypte hadden strijdende partijen de keuze tussen twee verschillende procedures om hun geschil te beslechten: bewijs leveren of een eed afleggen. Bij geschillen waarin de partijen nauwelijks over schriftelijke bewijsstukken beschikten, noch over getuigen die hun argumentatie konden onderbouwen, kon men één van de partijen (meestal de aangeklaagde partij) een tempeleed laten afleggen. Dit gebeurde op verzoek van de autoriteiten of van één van de partijen (§ 4.2.2.2). De meeste tempeleden werden gebruikt om een verklaring of getuigenis te bevestigen (assertorische eden) en hadden een beslissend karakter (decisoire eden); slechts enkele eden betroffen een belofte (promissorische eden) (§ 1.3.1). De partij die verzocht werd een beslissende eed te zweren had de mogelijkheid om dit daadwerkelijk te doen of te weigeren. In het eerste geval won hij de zaak, in het andere geval stelde hij de tegenpartij al bij voorbaat in het gelijk en verloor hij; hoe dan ook was het geschil beslecht met verschillende consequenties voor de winnende en de verliezende partij (§ 3.2.3; § 4.2.4).

Tempeleden werden gebruikt in juridische geschillen in de privésfeer die voortkwamen uit verkoop, leningen, schulden, huwelijksgeschillen, erfrecht, maar ook diefstal (§ 2.4.3.2; § 3.2.2.2). Zowel mannen als vrouwen konden een tempeleed zweren en werden daarbij geassisteerd door een vertrouwenspersoon die de eedtekst voorlas (vooral bij vrouwen) omdat

de partijen niet zelf konden lezen; vrouwen kwamen vaak voor in eden bij echtscheiding, waarbij zij moesten zweren geen overspel te hebben gepleegd tijdens het huwelijk noch iets van hun echtgenoot te hebben gestolen. Bij weigering om een dergelijke eed te zweren, waren de financiële consequenties van de scheiding nadeliger voor de vrouw (§ 3.2.2.3).

Formulering tempeleden. De tekst van een af te leggen tempeleed werd schriftelijk vastgelegd door professionele schijvers. Zij konden gebruikmaken van sjablonen zoals die in het juridische handboek P. Mattha (§ 4.5.2) staan vermeld. De meest complete opgetekende tempeleed bevat de volgende clausules (§ 3.1.2):

- I. protocol (vermeldt eedaflegger, plaats en datum van eedaflegging, en tegenpartij)
- II. eedtekst (aanroeping god en onderwerp)
- III. waarheidsformule (Thebe)
- IV. verloop van de procedure: consequenties bij eedaflegging of weigering; vermelding van eventuele eedhelpers
- V. schrijver van de eed
- VI. persoon aan wie de eed werd toevertrouwd (vertrouwenspersoon of ὀρκωμότης)
- VII. postscriptum over uitkomst eedaflegging (in ander handschrift; Pathyris)
- VIII. annotaties (in ander handschrift)

Decisoire tempeleden bevatten gewoonlijk in ieder geval clausules I, II en IV en promissorische tempeleden clausules I en II (vaste clausules). De andere clausules (III en V-VIII) zijn optioneel, afhankelijk van de herkomst van de eden (Thebe of Pathyris) en van de procedurele fase (zie beneden). Met uitzondering van de eden op papyrus die in familiearchieven bewaard zijn gebleven als bewijsstuk, zijn alle eden op potscherven (ostraca) geschreven. De ostraca kunnen verdeeld worden in type A uit Thebe en Pathyris (vast: I, II en IV; optioneel: III, V, VI, VIII) en type B uit Pathyris (hetzelfde als type A + VII). De eden op papyrus zijn classificeerd als type C (dezelfde lay-out als type A of B, maar gekopieerd op papyrus in een ander handschrift). De meeste overgebleven tempeleden zijn van het type A (§ 3.1.3).

Procedure tempeleden. Zelfs een tekst die alle bovengenoemde clausules bevat geeft nog maar een gedeelte van de onderliggende procedure te zien. De volledige procedure, gereconstrueerd met aanvullende informatie uit P. Mattha (juridisch handbook) en P. Grenf. I 11 (Grieks dossier over een geschil beslecht d.m.v een tempeleed), omvat namelijk de volgende drie fases en zes stadia (§ 4.2.1):

Fase 1: De procedure voor de eedaflegging bij de tempel (§ 4.2.2)

Stadium A: Een tempeleed wordt aan één van de partijen opgelegd om een geschil te beslechten.

De tempeleden zelf vermelden niet expliciet tot welke autoriteiten de strijdende partijen zich wendden wanneer bewijzen en getuigen ontbraken, en wie het gezag had om één van hen (meestal de aangeklaagde) een beslissende eed te laten zweren. Op grond van aanwijzingen in de tempeleden zelf en aanvullende informatie uit P. Mattha en P. Grenf. I 11 kunnen we concluderen dat zowel professionele schrijvers, als de Egyptische rechters (*n3 wpt.w*) en functionarissen als de *strategos* en de *epistates* konden worden betrokken bij het oplossen van het geschil. De eed kon worden opgelegd door een van de benoemde autoriteiten of op verzoek van een van de partijen. In particuliere verenigingen werden de geschillen het liefst intern opgelost.

Stadium B: Formulering en het schrijven van de tempeleed op het ostracon.

Het protocol (I), de eedtekst (II) en de consequenties van de eed (IV) werden door een professionele schijver (V) geformuleerd en geschreven op een ostracon (type A). Dit ostracon was bedoeld als geheugensteun voor het uitspreken van de eed bij de tempel dezelfde dag of een paar dagen later (sporadisch weken of maanden later). In de tussentijd kon het ostracon met de eedtekst worden toevertrouwd aan een derde, de vertrouwenspersoon of *ópkwómótns* (VI), een vertegenwoordiger van de autoriteiten of een invloedrijk lid van de lokale gemeenschap, die samen met de partijen naar de plaats van de eedaflegging ging.

Fase 2: De procedure of eedaflegging bij de tempel (§ 4.2.3)

Stadium C: Eedaflegging bij de aangewezen tempel.

Dezelfde dag dat de eed was opgeschreven op het ostracon of een paar dagen later (meestal binnen een week), gingen de partijen, vergezeld door de vertrouwenspersoon, naar de aangewezen tempel om de eed af te leggen, doorgaans bij de monumentale poort. Partijen uit Theben zwoeren vaak in de tempels van Khonsu, Mont, of van Amun; maar ook in de tempel van Mont in Medamud; partijen uit Pathyris deden dat in de lokale tempel van Hathor, maar vooral in de tempel van Sobek in Krokodilopolis. Soms is er een connectie te zien tussen de aangeroepen godheid en het onderwerp van de eed (bijv. Mont en scheiding) en de voorkeur voor een bepaalde datum. De procedure bij de tempel kenmerkte zich door zijn mondelinge en openbare karakter. Behalve de partijen, konden er ook eedhelpers, familieleden, de vertrouwenspersoon, tempelpriesters, de autoriteiten of een vertegenwoordiger aanwezig zijn bij de ceremonie van eedaflegging. De eed moest worden uitgesproken; omdat de partijen zelf vaak niet konden lezen, las de vertrouwenspersoon of een priester (*p3 w**c**b*) de eedtekst voor, waarna de partij de eedtekst herhaalde of bevestigde met de waarheidsformule (III). Symbolische gebaren of handelingen tijdens het zweren van de eed zijn niet gedocumenteerd, op één geval na (P. Grenf. I 11). Eedhelpers, meestal familie van de eedaflegger, kon verzocht worden om onder ede een verklaring af te leggen omtrent de geloofwaardigheid van de eedaflegger en de waarheidsgetrouwheid van zijn eed.

Stadium D: Uitkomst van de eedaflegging.

Een postscriptum (VII) over de uitkomst van de eedaflegging kon worden toegevoegd aan de eedtekst op het ostracon (type B) door bijvoorbeeld een priester van de tempel waar de eed was afgelegd. Een dergelijke annotatie is vooral te vinden in eden uit Pathyris.

Fase 3: De procedure na de eedaflegging bij de tempel (§ 4.2.4)

Stadium E: Beslechting van het geschil en de juridische consequenties van de eed.

Als de eed was gezworen (IVa), won de eedaflegger de zaak en moest zijn tegenstander alle claims laten vallen. Bovendien kon de verliezende partij meestal een zogenaamd ‘afstanddocument’ ondertekenen waarbij hij afzag van verdere rechtsvervolgung van de winnaar. Aan de andere kant, als de partij die de eed had moeten afleggen weigerde dit te doen (IVb), gaf hij zodoende toe schuldig te zijn en werd hij dus geconfronteerd met de consequenties die op het ostracon waren genoteerd. Dit kon ook verdere tussenkomst van juridische autoriteiten inhouden (o.a. de *strategos* en de *epistates*) die de sanctie voor het afwijzen van de eed moesten vaststellen en ervoor zorgen dat aan de juridische gevolgen van deze weigering was voldaan. In sommige gevallen moest de aanklager een ‘schattingseed’ zweren over bijvoorbeeld een gestolen object (‘estimatory oath’ § 1.3.1).

Stadium F: Kopie of de eed op papyrus.

De clausules van de ostraca type B, in ieder geval het protocol (I), de eedtekst (II) en de consequenties van de eed (IV), plus het postscriptum met de uitslag van de eedaflegging (VII) konden worden gekopieerd op papyrus (type C) en gegeven aan de winnende partij om als bewijs van eigendom in zijn familiearchief te bewaren (vooral in geval van onroerend goed).

Voorgangers van de Ptolemeïsche tempeleden. De eed in het Oude Egypte heeft een lange en rijke geschiedenis. In de Faraonische Periode (ca. 2600–1070 v. Chr.) werden promissorischeden vooral gebruikt bij mondelinge overeenkomsten om de nakoming van een contractuele verplichting te garanderen, of tegen openstaande vorderingen, maar ook om de waarheid van een verklaring in de rechtzaal te waarborgen, of als ambtseden (§ 2.2.3.1). Assertorische eden daarentegen kwamen slechts af en toe voor in contracten; hun gebruik is vooral te zien in gerechtelijke procedures (§ 2.2.3.2). Eden werden soms aan het eind van een rechtszaak opgelegd door de autoriteiten, maar het waren geen beslissende eden; de juridische geschillen konden jarenlang worden voortgezet en de eden meerdere keren worden afgelegd.

In de Late Periode (ca. 1070–664 v. Chr.) waren eden, vooral promissorischeden, een vast onderdeel van abnormaal hieratische contracten; in vroeg-demotische contracten werden de eden echter vanaf de 26ste dynastie vervangen door vaste, gestandaardiseerde juridische clausules geformuleerd door een notaris (§ 2.3.3.1). Voor het eerst zijn beslissende eden opgetekend (abnormal hieratische P. Louvre E 3228c, P. Louvre E 7861 en P. Louvre E 7848 en P. Rylands 9, col. XX, 16-17). Deze teksten, aan de ene kant het eindproduct van een lange traditie van eedaflegging, en aan de andere kant, de eerste van een nieuwe ontwikkeling, zijn de voorlopers van de Ptolemeïsche tempeleden (§ 2.3.3.2).

In de Ptolemeïsche Periode (332–30 B.C.) werden contractuele promissorischeden nog steeds gebruikt, maar vooral in contracten betreffende overheidszaken (Griekse konigseden; § 2.4.3.1). In demotische contracten waren de eden inmiddels definitief vervangen door vaste juridische clausules; tempeleden werden juist gebruikt om juridische geschillen in de privésfeer te beslechten waarbij er geen bewijs voorhanden was, of wanneer bewijsmateriaal onvoldoende, onduidelijk of zelfs betwist was (§ 2.4.3.2).

Nieuw tekstmateriaal. In dit proefschrift worden 15 onuitgegeven demotische tempeleden uit de collectie van het Egyptische Museum te Turijn en 6 Griekse tempeleden uit verschillende collecties in translitteratie en vertaling gepresenteerd.

De demotische eden komen uit Pathyris en hebben betrekking op geschillen omtrent familiezaken zoals scheiding en erfenis (teksten 1-4); dagelijkse transacties zoals betalingen van gegeven objecten en zuiverheid of landbouwproducten (teksten 5-9); diefstal (teksten 10-15). De Griekse eden komen uit Thebe en Koptos en betreffen dagelijkse transacties (16, 18, 19); een Egyptisch contract (tekst 17); letsel tijdens een vechtpartij (tekst 20) en het betalen van entreegeld van een vermoedelijk religieuze vereniging (tekst 21).

CURRICULUM VITAE

Viviana Massa was born on 2nd August 1970 in Moncalieri (Italy). From 1984 to 1989 she attended the Gymnasium ‘Liceo Classico V. Alfieri’ in Turin (Italy). In September 1989 she started her studies of Classical Languages and Egyptology at the University of Turin, Faculty of Literature and Philosophy. In the academic year 1993-1994 she received a 12 months EU Erasmus grant and followed various courses of Demotic, Greek Papyrology, Egyptology and Ancient Egyptian Law at the University of Leiden (The Netherlands). In 1994 she was appointed as a student assistant of Prof. S.P. Vleeming at the Leiden Papyrological Institute and she wrote her master thesis on Demotic and Greek temple oaths as a joint project of the Turin and Leiden University. In February 1995 she received her master’s degree in Classical Languages and Egyptology at the University of Turin (cum laude).

Between 1995 and 2000 Viviana followed several subsidiary courses of Egyptology, Demotic and Greek Papyrology at the University of Leiden, Turin and Rome and attended several international conferences of Egyptology and Demotic. In 1996 she participated in the Italian excavation campaign in Egypt in the Theban necropolis (University of Rome). In 1995 she started collaborating with the Egyptian Museum in Turin to catalogue the unpublished Demotic material kept in its collection. In 1995 and 1996 she was appointed as a guest-lecturer Demotic at the University of Turin (bachelor’s and master’s degree level). In 1999 she was appointed as a guest-lecturer at the University of Leiden, co-teaching the course Ancient Egyptian Law at the Papyrological Institute. In September 1998 she started a PhD research project funded by the Centre of Non-Western Studies (CNWS) at Leiden University about the unpublished Demotic temple oaths kept in the collection of the Turin Egyptian Museum, under the joint supervision of Prof. P.W. Pestman and Prof. J.F. Borghouts.

In September 2001 Viviana started working as a teacher of Greek and Latin at the Leiden Stedelijk Gymnasium, where she is still currently employed. In 2003 she obtained the *Teaching Qualification for Upper Secondary Education* at the Leiden University Graduate School of Teaching (post-graduate MA teaching training at ICLON). Between 2012 and 2018 a part-time doctoral grant for teachers of the Netherlands Organization for Scientific Research (NWO) enabled Viviana to complete her PhD project on temple oaths in Ptolemaic Egypt under the supervision of Prof. J.F. Borghouts. In April 2018 she submitted her PhD manuscript at Leiden University.

Propositions

accompanying the dissertation entitled:

Temple Oaths in Ptolemaic Egypt.
A Study at the Cross-Roads of Law, Ethics and Religion

by Viviana Massa

- I. The current use of oaths such as professional oaths, trial oaths and oaths of office shows that, despite the process of secularization in modern western society, oaths have ‘survived’ the gods.
- II. In Ancient Egypt it was legally and socially acceptable for a husband to adduce infidelity or theft as a reason for divorcing his wife, even in the absence of proof and with the clear intent of escaping or reducing his financial obligations.
- III. Temple oath O. Turin G. 5 is not merely one more addition to the existing corpus of temple oaths dealing with divorce issues.
- IV. In Ancient Egypt the oath withstood almost three thousand years as an instrument of truth and law due to a built-in assumption: as long as ancient Egyptians took their gods seriously, they would not treat an oath lightly.
- V. One of the best ways to get to know the ancient Egyptians is by examining their quarrels: what they quarreled about brings valuable insights into their daily life while the means by which they resolved their disputes help reveal aspects of Egyptian society.
- VI. The text published by K.-Th. Zauzich, *Ein Tempeleid mit Treuhänder*, in *Enchoria* 17 (1990), p. 123-128, is not a temple oath.
- VII. A complete, new publication of the Greek document P. Grenf. I 11 (P. London III 606 + P. Heid. Gr. 1277 + P. Heid. Gr. 1288) would be valuable to both Greek papyrologists and demotists, as well as to legal historians.
- VIII. Due to the discrepancy between oral practice and written culture, our knowledge of ancient Egyptian oaths is bound to remain incomplete.
- IX. The translation of the Demotic word *h.t* as “copy” in the heading of Ptolemaic temple oaths on ostraca is misleading and should be replaced by the translation “wording” (against a.o. Ritner, *Demotic Ostraca in Detroit*, in *Fs. Zauzich* (2004), p. 497-508 and, more recently, Scalf and Jay, *Demotic Ostraca Online*, in *OLA* 231 (2014), nr. 12 and 13, p. 257-258).
- X. The appearance of oath-helpers in Ptolemaic temple oaths should be seen as a legal development rather than a token of the weakening of the oath.

PROPOSITIONS

- XI. The only way for foreigners living in the Netherlands to learn Dutch is (to pretend) not to speak English.
- XII. As long as teachers' salaries in the Netherlands are not adequately raised in conformity to the market, their social status will also not improve.
- XIII. The use of mediation nowadays and, although more sporadic, oaths to settle disputes among wine farmers and neighbours in the small village of Neviglie (Piemonte, Italy), shows how in small communities oral agreements, social control and informal dispute settlement are still preferred above written records and formal litigation.

Stellingen

behorende bij het proefschrift:

Temple Oaths in Ptolemaic Egypt.
A Study at the Cross-Roads of Law, Ethics and Religion

door Viviana Massa

- I. Het hedendaagse gebruik van eden, zoals beroepseden, eden bij rechtsaangelegenheden en bij het aanvaarden van openbare taken, toont aan dat, ondanks het secularisatieproces in de moderne westerse samenleving, eden de goden hebben ‘overleefd’.
- II. In het Oude Egypte was het voor een man juridisch en maatschappelijk aanvaardbaar om ontrouw en diefstal aan te voeren als reden voor echtscheiding, zelfs bij gebrek aan bewijs hiervoor en met de duidelijke bedoeling om aan zijn financiële verplichtingen te ontkomen, dan wel deze te beperken.
- III. Tempeleed O. Turijn G. 5 is niet slechts een kwantitatieve aanvulling op het bestaande corpus van tempeleden omtrent echtscheidingsgeschillen.
- IV. In het Oude Egypte gold de eed gedurende bijna drieduizend jaar als een waarheids- en rechtsinstrument dankzij een ingebouwde veronderstelling: zolang de oude Egyptenaren hun goden serieus namen, zouden zij niet lichtzinnig met een eed omgaan.
- V. Een van de beste manieren om de oude Egyptenaren te leren kennen is door hun geschillen te onderzoeken: hetgeen waarover ze ruzie maakten verschaft waardevolle inzichten in hun dagelijks leven, terwijl de middelen waarmee ze hun geschillen beslechtten aspecten van de Egyptische samenleving helpen onthullen.
- VI. De door K.-Th. Zauzich, *Ein Tempeleid mit Treuhänder*, in *Enchoria* 17 (1990), p. 123-128, gepubliceerde tekst is geen tempeleed.
- VII. Een volledige, nieuwe publicatie van het Griekse document P. Grenf. I 11 (P. London III 606 + P. Heid. Gr. 1277 + P. Heid. Gr. 1288) zou van grote waarde zijn voor zowel Griekse papyrologen en demotisten, als voor rechtshistorici.
- VIII. Door de discrepantie tussen mondelinge praktijk en schriftelijke cultuur zal onze kennis van de oud-Egyptische eden onvolledig blijven.
- IX. De vertaling van het Demotische woord *h.t* als “kopie” in het opschrift van Ptolemaeïsche tempeleden die op ostraca staan geschreven is misleidend en zou moeten worden vervangen door de vertaling ‘bewoording’ (contra o.a. Ritner, in: *Fs. Zauzich* (2004), p. 497-508 en, recenter, Scalf and Jay, *OLA* 231 (2014), nr. 12 en 13, p. 257-258).

STELLINGEN

- X. Het verschijnen van eedhelpers in Ptolemaïsche tempeleden moet worden gezien als een juridische ontwikkeling in plaats van een teken van de verzwakking van de eed.
- XI. De enige manier voor buitenlanders die in Nederland wonen om Nederlands te leren is (doen alsof ze) geen Engels spreken.
- XII. Zolang de lerarensalarissen in Nederland niet adequaat worden verhoogd conform de marktsector zal ook de sociale status van leraren niet verbeteren.
- XIII. Het gebruik van bemiddeling en eden om geschillen tussen wijnboeren en hun directe burens in het kleine dorp Neviglie (Piemonte, Italië) te beslechten, toont aan hoe in kleinere gemeenschappen mondelinge afspraken, sociale controle en informele geschillenbeslechting de voorkeur genieten boven geschreven documenten en formele geschillenbeslechting.