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Temple oaths in Ptolemaic Egypt : a study at the crossroads of law, ethics and religion

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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 *šb.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>ꜥnh nswt di(=i) wn mꜥ htp(=i) hr=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 (ꜥꜥ.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 and 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 chose 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 wꜥḥ pꜥ ḥꜥḳ (sp=sn) ir šmmw nꜥ hrw.w ir hrw sꜥ hrw pꜥ 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 ḏbꜥ ḫ mtnw n Bꜥk-n-wrnr m-bꜥḥ Ḑ-n-is.t Ḥꜥw sꜥ Imn-nḥt Ḑ-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
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– 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 ʿrḳ=sn ḥr=s m ʿnḥ n nb sʿnn=sn 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 hḳš 50 n dbn n ḥmt pšy iḥ bn mdw=i im=f m dwš sš dwš m-bšh rmt-is.t Nfr- ḥtp</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 ḥry 100 n šḥt šwj m šḥt</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>wšḥ Imn wšḥ pꜣ ḥꜣꜣ ir šmm=f m dwꜣ sꜣ dwꜣ [...] pw ir mdw.tw im=s in rmt nb iri gꜣb ḥr gꜣb</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 ꜥnh (n) nb r-dd wšḥ Imn wšḥ pꜣ ḥꜣꜣ bn mdt=i m pꜣy ꜥ bn mdt ky im=f mtw iry=f iw=f r=i m-kꜣb</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 ḥḳš ḏd.n=i m mš ^c .t bn ḏd=i ḥḳš mtw=i ḏd ḥḳš swš.tw fnd=i msḏr.wy=i didi.tw r pš ḫ 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-bšḥ ḫ ḳnb.t ḏdt.n=sn ḥnh n nb wšh Imn wšh pš ḥḳš pšy nty bin pšy=f bšw r mt Pr-ḥ ḏd.n=n m mš ^c .t Pr-ḥ bn ḏd=n ḥḳš mtw=n ḏd ḥḳš iw=n ḥwi m šḥt 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 ḥḳš mtw=i pn ^c r nt ^c ḫ šri.(t) n Tnr-Mntw m dwš sš dwš iw=f ḥry 100 n šḥ 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 ḥḳš m-bšḥ ḳnb.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 ḥḳš mtw=n ḏd ḥḳš 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
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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 k3š 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 *sdb 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 *sdb 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 *sdb 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 *sdb 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-ꜥ pꜣy=i nb nfr sꜥꜥ tryt r-ꜥꜥ bn sꜥꜥm=i md.t bn ptr=i tꜥj m nꜥ sw.t ꜥy.t mꜥꜥw.t mtw=i ꜥꜥp=f</i>
	<i>Pharaoh, my lord, imposed upon me a sꜥꜥ 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*’ (*wꜥꜥ nꜥꜥ ꜥ 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
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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-imm</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”.²¹⁴</i>

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”.²¹⁵</i>

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)”.²¹⁶</i>

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 ʕdʕ mtw=n dd ʕdʕ 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>
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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: $\overline{nh} Imn \overline{nh} Pr-\textcircled{3} snb.f di n=f Imn (p\dot{s}) knw$ “As Amun lives, as Pharaoh lives! May he be healthy, may Amun give him (the) victory!”.²³⁹

Type b: $w\dot{s}h Imn \overline{nh} Pr-\textcircled{3} snb.f di n=f Imn (p\dot{s}) knw$ “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): $\overline{nh} Imn \overline{nh} Pr-\textcircled{3} \overline{nh} hm-ntr tpj n [Imn] dj n=f Imn p\dot{s} knw$ “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 *sdm.f* form.

²³⁹ A variant to this formula occurs in P. Louvre E 3228d (688 B.C.): $\overline{nh} Imn \overline{nh} Pr-\textcircled{3} snb=f dj n=f Imn p\dot{s} kn \overline{nh} Dw\dot{3}-ntr Imn tj=j hnw.t k(i) p\dot{j}=s \overline{h} \overline{h}$. “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. $w3h Imn w3h p3 hk3$ "As Amun endures, as the Ruler endures!"²⁴¹ Both types of invocation formula are sometimes abbreviated to a mere $\epsilon nh/w3h Imn \epsilon nh Pr-\varsigma$ "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:

$\epsilon nh Imn \epsilon nh Pr-\varsigma$ "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 ʕnh Imn ʕnh Pr-ʕ ʕnh p3 ḥm-ntr tpj n [Imn] dj n=f Imn p3 knw m-bšḥ ḥm-ntr n Imn-Rʕ nsw ntr.w mr pr-ḥt Pr-ʕ ... dns mr(=j) ḥ3ʕ=s mtw=j mr k.t s.ḥm.t p3 bnr [p3 bt3] ʕ ntj gm=w n s.ḥm.t ink dj.t n=s p3 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
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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(=) h3c s.hm.t ... mw.t=s ... tj=j sn.t ink s m-dj dj.t tj=s p3 tnw dns mr(=) 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(=) it-mw.t i.ns nj=s h3r.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 mꜥ 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 hnʕ Ir.t-w-rt s3 Dd-hj šʕ 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-dr̄.ḫ' =k' iw=k dd t̄j=w s(t) 'r̄k' =k 'n=j' m-b̄ḥ Hnsw-m-W̄s.t-ḫ Nfr̄-ḥtp r-d-ḫ' b̄.ḫ' =w dd t̄j=w s(t) ... dj=k 'mtr ḥ̄.ḫ' (=j) n 'p̄s' ḥ̄ m-ḫ' b̄ḥ' Hnsw-m-W̄s.t-ḫ 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 ʿrḳ^r n=n w3h-mw P3-dj^r Wsir^r s3 Ir.t.w-rṯ m-b3h Hnsw-m-W3s.t-nfr-hṯp 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-rṯ 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 ʿrḳ n=n mn dj(=j) md i.hr=s n-t3j p3 hrw r-hṯj
	“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 συννάους θεοῦς "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 ὀμνῶ "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 (1. 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 ἀκολούθως
	“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 Ptrwmiḥ [irm] ḥ ¹ rsjn ¹ nḥ ntr.w sn.w irm tḥ P ¹ r-ḥ, ḥ ¹ ḥ ¹ rnjḥ ¹ [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
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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. γονεάς) 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 ἀγοῖσκειν 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[δε] παρ’ [αὐ]τοῦ ἔξω ἱεροῦ καὶ βωμοῦ καὶ τεμένους καὶ πάσης [σκ]έπης· εὐ[ορκ]οῦντι μέμ (l. μέν) μοι εὖ εἶη, ἐπι[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
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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 Φ[ιλοπά]τ[ρο]ρας κα[ὶ] θεο[ὺς] Ἀδελφο[ὺς καὶ θε]οὺς Εὐερ[γέτας] 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[ς] αἱ 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	$\epsilon nh \text{ } Imn-nj.w-Hmn-iw \text{ } ntj \text{ } htp \text{ } dj \text{ } irm \text{ } ntr \text{ } nb \text{ } ntj \text{ } h[tp] \text{ } irm=f \text{ } nj \text{ } sw.w \text{ } r-tw=k \text{ } mdt \text{ } irm=j \text{ } m-$ $db\text{.}\chi=w \text{ } bn \text{ } pw=j \text{ } tj=w \text{ } bn \text{ } pw=j \text{ } dj.t \text{ } tj=w \text{ } st \text{ } bw \text{ } ir \text{ } rh[=j \text{ } rmt \text{ } iw=f] \text{ } tj=w$
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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
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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
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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-dḃ.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 sḏ.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>
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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>
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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
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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-dbꜣ,ꜥ=s tw=j mꜣ.w n tꜣj tꜣ dnj.t sn ꜣ n.im=s ḥr Pꜣ-dj-Ḥr-wr pꜣj=j iꜥ n rn Wn-nfr 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

[illegible]

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)