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

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Citation
Massa, V. (2018, December 6). *Temple oaths in Ptolemaic Egypt : a study at the crossroads of law, ethics and religion*. Retrieved from https://hdl.handle.net/1887/67293

Version:	Not Applicable (or Unknown)
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Note: To cite this publication please use the final published version (if applicable).

Cover Page

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Title: Temple oaths in Ptolemaic Egypt : a study at the crossroads of law, ethics and religion
Issue Date: 2018-12-06

CHAPTER 3

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

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

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

3.1 INTRODUCTION

3.1.1 Previous Study

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

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

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

384 See also Chapter 2, p. 81-82.
385 Seidl, *Eid*, p. 4-11.
386 Only a few passages from Demotic oaths are quoted in translation.
387 G. Mattha, *Bulletin of the Faculty of Arts Cairo* XIII, part II (1951), p. 1-6.

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

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

3.1.2 Temple Oaths Format: the Eight Clauses

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

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

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

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

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

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

392 In this book 'Theban oaths' or 'oaths from Thebes' means all oaths from the Theban area, including, for example, those from Medamud and other neighbouring villages, unless otherwise specified (ca. 80 % of the known temple oaths). Similarly, the 'oaths from Pathyris' also include the oaths sworn in the neighbouring town of Krokodilopolis (ca. 20% of the known temple oaths).

the case of decisory oaths, the consequences of taking or refusing to take the oath (IV). Together, they form the basic, standard format of temple oaths.

The optional clauses are the assertion of truthfulness (III), the mention of the scribe of the oath (V), the mention of the trustee (VI), the postscript (VII) and archival notes (VIII). Most of these optional clauses reflect local usage, and maybe even point to different regional procedures, since some of them only occur in Thebes or Pathyris. For instance clause VI, the trustee clause, so far appears to be a distinctive feature of Theban temple oaths, while clause VII, the postscript, is a characteristic element of oaths from Pathyris. Some of the optional clauses, however, may contain elements of the regular stages of the oral procedure that were not always written down in full, probably because they were implicitly assumed. An example is provided by clause III, the assertion of truthfulness, which, as demonstrated below (§ 3.3.1) is a regular part of the oral enactment of the (Theban) oaths, but which does not always occur in the ostraca texts. Significantly, when it does occur, it does not always appear in the same position. Such discrepancies between oral and scribal formulae in the format of oaths are not unusual and have already been pointed out with regard to oaths in earlier times, for example in Ramesside Deir el-Medina.[393]

Moreover, the extent of the temple oath text (i.e. the inclusion or exclusion of some clauses) and the order of its clauses differ, as we will see below, according to the type of text carrier (ostracon or papyrus) and the stage of the procedure reflected, and according to the type of oath (promissory or decisory).

[393] See Chapter 2, p. 27-28.

Table 1: The format of temple oaths: a maximized schematic outline of clauses I–VIII

Clauses	Components	Demotic oaths		Greek oaths
I. Protocol standard clause (scribal)	a. introductory formula	*Wording of the oath which* (Ib) *will take*		*The oath which* (Ib) *has to swear*
	b. oath-taker (1st party)	A *son of* B		A *son of* B
	c. place of oath-taking	*at the temple of* (*god*) C		*at the temple of* (*god*) C
	d. date of oath-taking (intended) [date 1]	*in year* x, *month* y, (*day*) z (no royal name)		*in year* x, *month* y, (*day*) z (no royal name)
	e. opponent (2nd party)	*for* D *son of* E		*for* D *son of* E
II. Wording of the oath standard clause (oral)	a. invocation formula	*As* (*god*) C *lives, who rests here with each god who rests* (*here*) *with him!*		*By* (*god*) C *and the gods who live together with him!*
	b. subject matter	various topics (*iuris privati*)		various topics (*iuris privati*)
III. Assertion of Truthfulness optional clause (oral) (also after clause IV)	a. truth formula (oral)	Thebes	*There is no falsehood in the oath*	*There is no falsehood in the oath*
		Pathyris	*There is no false deception in the oath*	not attested
IV. Consequences of the oath standard clause (scribal) (decisory oaths)	a. for taking the oath	*If he takes the oath, he will …* (various consequences)		*If he swears the oath …* (various consequences)
	aa. subsidiary oath (oral)	(*and*) *if* F *swears into his hand* (*saying*)		*let* F *also* (*have to*) *swear an oath*
		Thebes	*this oath is a truthful oath*	*this oath is true*
		Pathyris	*this* (*oath*) *is truthful*	not attested
	b. for refusing the oath (see also table x)	*If he refuses to take it, he will …* (various consequences)		*If he does not swear it, he will…* (various consequences)
V. Scribe of the oath optional clause (scribal)	a. scribe [scribe 1]	•*Has written* (no scribe's name) •*Has written* G (*son of* H)		not attested
	b. date of redaction of the oath [date 2]	*year* x, *month* y, (*day*) z (no royal name)		not attested
VI. Trustee optional clause (scribal)	a. entrustment formula (scribal)	Thebes	*The oath has been given into the hand of* I (*son of* K)	*Through the* ὀρκωμότης I (*son of* K)
		Pathyris	not attested	(cf. P. Grenf. I 11)
VII. Postscript (different handwriting) optional clause (scribal)	a. outcome of the oath	Thebes	not attested	*Another* (?) *oath has been sworn*
		Pathyris	A *went to the temple of god* C *and took the oath*	not attested
	b. scribe [scribe 2]	Thebes	not attested	not attested
		Pathyris	•*Has written* (G^1 *son of* H^1) •*Has written* (G^2 *son of* H^2) *the priest who has access* (*to the temple of Smn*)	not attested
	c. date of postscript (effective) [date 3]	*year* x, *month* y, (*day*) z (no royal name)		not attested
VIII. Archival notes (different handwriting) [scribe 3?] optional clause (scribal)	a. summary	Pathyris	on the outside papyrus: *The* (*document of the*) *oath which* A *son of* B *has taken* (about a given subject)	not attested
		Thebes	not attested (?)	on the verso ostracon: date; *oath of* A *son of* B (about a given subject)
	b. short notes in Greek added to Demotic oaths	Thebes	• ὅρκον *oath* • oath-taker's name	(not applicable)
		Pathyris	not attested	(not applicable)

3.1.3 Type A (Ostraca), Type B (Ostraca), Type C (Papyri) and their Clauses

Apart from distinguishing the phraseology of the oaths, the text carriers themselves also fall into different categories, i.e. ostraca and papyri. Accordingly, three types of documents can be identified among temple oaths: type A (ostraca), type B (ostraca) and type C (papyri).[394] Each of these types has its own number and arrangement of clauses, which indicates different stages of the procedure when taking a temple oath:

• *Type A* (*ostraca*): this is the shorter type of document, drawn up prior to the proper temple procedure (§ 4.2.3), serving as the basis for the utterance of the oath, that is to say, the actual taking of the oath at the designated place. It was an aide-mémoire, containing a few essentials, as a draft. These ostraca bear the protocol (I), the wording of the oath itself (II), and, in the case of decisory oaths, the clauses establishing the consequences for taking or refusing to take the oath (IV).

Clauses III (assertion of truthfulness) and V (scribe of the oath) may equally occur in temple oath ostraca of this type from both Thebes and Pathyris, while clause VI (trustee) occurs in approximately one third of the temple oaths from Thebes and is only referred to once, indirectly, in a Greek dossier from Pathyris. Clause VII (postscript) is never included in type A ostraca. Archival notes (clause VIII), for example the Greek word for oath, or a summary of the oath's essentials, are found in very few texts, both from Thebes and Pathyris.

The ostraca of type A may have been kept by the winner of the dispute in his private (ostraca) archive, probably for temporary preservation or, on occasion, copied onto papyrus (see type C below).

• *Type B* (also on *ostraca*): this is the more comprehensive type, much the same as type A, but also providing information about the outcome of the oath-taking. In addition to the clauses of type A ostraca (clauses I through VIII: see remarks above), type B ostraca bear an added postscript (VII) mostly drawn up in a different handwriting, usually by the priest of the temple who had witnessed the procedure. Clause VII is only attested in Demotic oaths from Pathyris and once in a Greek oath from Thebes.

Type B ostraca, too, may have been kept by the winner of the dispute in his private archive and subsequently copied onto papyrus (see type C next).

• *Type C papyri*: the third type consists of the small corpus of temple oaths drawn up on papyri. Their format is the same as type A or B ostraca (clauses I through VIII: see remarks above), but copied onto papyrus in a third handwriting – different from that of the scribe of the oath and of the postscript – namely that of the notary or appointed copyist, in order to be kept in a family archive as proof of title.[395] These texts usually deal with weighty matters,

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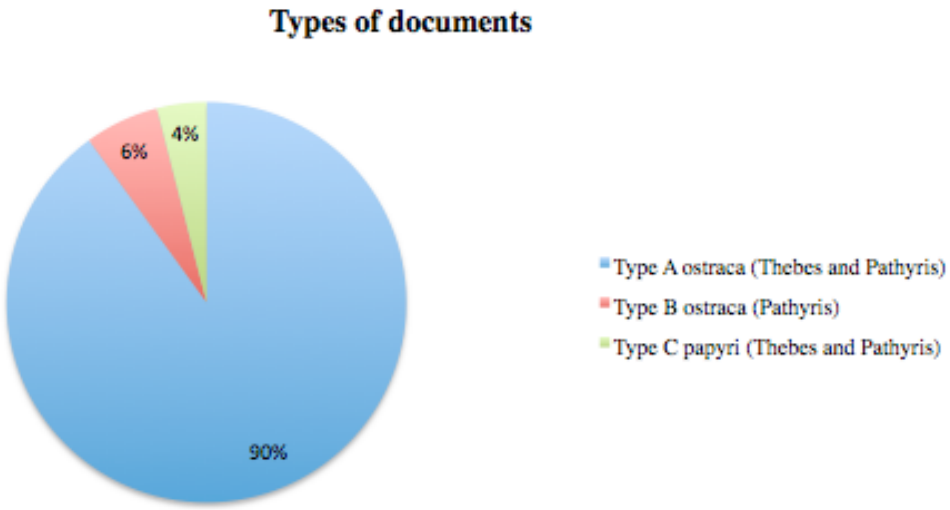
[394] See also Seidl, *Aegyptus* 32 (1952), p. 312-313 and idem, *Ptolemaïsche Rechtsgeschichte*, p. 59.

[395] An example of one and the same oath surviving in two versions on an ostracon as well as on a papyrus is O. Tempeleide 172 B (type B) and O. Tempeleide 172 A (type C). The name of the (third?) scribe who copied

mostly concerning immovables (e.g. plots of land, houses) or other valuable items, and are meant for long-term preservation.

The bulk of the temple oaths[396] is represented by type A ostraca (90%), followed by those of type B ostraca (6%). Type C papyri form an even smaller percentage of the total amount of known temple oaths (4%). As we have seen, type A and C include oaths from both Thebes and Pathyris, while type B originates almost exclusively from Pathyris.



the complete oath text onto papyrus is usually not recorded. An exception to this rule is P. Erbstreit dossier 19. See also below, p. 148 and Chapter 4, p. 219.

[396] To my knowledge, there are 855 surviving temple oaths. Their vast majority (i.e. 697 oaths) is fully or partly published, or referred to (respectively 410 and 287 oaths). For an updated list of temple oath publications, see Chapter 2, p. 78 and note 317. The Turin temple oaths (65) are given in translation in Chapter 5, and their complete edition is scheduled for 2019. The remainder of temple oaths (about 158 oaths, of which for instance 30 in Paris and 22 in Leipzig) still awaits publication. On the latter, see Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 157-158. For the recent edition of the Leipzig temple oath O. Lips. ÄMUL dem. inv. 340, see F. Naether and T. Schmidt-Gottschalk, in: Donker van Heel, Hoogendijk, Martin (eds), *Studies Vleeming*, p. 288-297.

3.1.4 Promissory and Decisory Temple Oaths and their Clauses

The format of promissory and decisory temple oaths occurring on the three types of documents A, B and C seen above, is as follows:

• Promissory oaths: the basic standard format consists of the protocol (I) and the wording of the oath (II). Clauses III and V through VIII are optional; the consequences of the oath (IV) are never included.

• Decisory oaths: the basic standard format is more extensive than in the promissory oaths, since it includes the protocol (I), the wording of the oath (II), and the consequences of the oath (IV). The other clauses (III, and V through VIII) are optional.

So, the essential difference in format between promissory and decisory temple oaths consists of the exclusion or inclusion of clause IV, i.e. the clause regarding the consequences of taking or refusing to take the oath. The impact of such a difference on the legal procedure of taking a temple oath will be elucidated in Chapter 4, while the use of promissory oaths has already been addressed in the section dealing with oaths in the Ptolemaic Period.[397] All promissory oaths presently known originate from Thebes and belong to type A and C. Finally, it must be pointed out that promissory oaths represent less than 2% of the surviving temple oaths.

[397] Chapter 2, ex. 53, p. 86 and ex. 55, p. 88.

3.2 THE STANDARD CLAUSES (Clause I, II, IV)

The standard clauses occur at any time in all three types, from both Thebes and Pathyris. Clause I, i.e. the protocol, and clause II, i.e. the wording of the oath, constitute the basic temple oath structure and occur in both promissory and decisory oaths. Clause IV, about taking or refusing to take the oath only occurs in decisory oaths. Since most temple oaths are decisory, clause IV can also be classified as a standard clause.

3.2.1 The Protocol (Clause I: a, b, c, d, e)[398]

I	**Protocol (a, b, c, d, e)**	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival Notes (a, b)

The protocol consists of five components, namely the introductory formula (Ia), the mention of the parties (Ib and Ie), and the place and date of the oath-taking (respectively Ic and Id). This clause belongs to the scribal part of the oath text as it provides the essential data noted by the scribe on the ostracon as to where, when and by whom the oath had to be sworn, but it was not meant to be read out during the oath-taking.

Apart from the introductory formula and the mention of the oath-taker, the order of the other components of the protocol is not fixed. The options are: opponent/place/date; place/opponent/date; or simply place/date.[399] Sometimes, the name of the second party, the date planned for the oath-taking and, on occasion and more rarely, the place of oath-taking are even lacking.[400] However, the order of the protocol's components given in Table 1, that is: the place and date of oath-taking followed by the name of the second party, is most frequent in and common to both Theban oaths and oaths from Pathyris.

Except for a few cases that will be discussed later, the differences in combination of the abovementioned components of the protocol apparently depend on local tradition, if not on

[398] The (Roman) numbers and small letters refer to the clauses and their components as charted above in Table 1, p. 102.

[399] For more on these possible variants, see Kaplony-Heckel, *Tempeleide*, p. 17. Note that O. Enchoria 21, p. 35, nr. 37 has a curious order of the components of the protocol (see in particular the introductory formula and position of the date) due to the clumsy use of recto and verso by the scribe.

[400] Examples of temple oaths without mention of the second party are: O. Tempeleide 37, 50, 69, 73, 86 A, B, 166, 191, 219 (or *Pa-ḏmꜣ* (?) is the second party?); O. BM EA 21366 (unpublished), quoted by Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155 and note 69. Texts lacking the date of oath-taking are for example: O. Tempeleide 2, 37, 44, 56, 69, 73, etc. Finally, to my knowledge only very few oaths without lacunas in the protocol do not record the place of oath-taking: O. Tempeleide 14, 38, 40, 58, 128, 217 (or in the lacuna?); O. Leiden 293 (or in the lacuna?).

the idiosyncrasy of the scribe, rather than on a chronological development in the formulation of the protocol, or on a real distinction in legal custom.[401]

3.2.1.1 The Introductory Formula (Ia)[402]

The introductory formula is a distinctive feature of both Demotic and Greek temple oaths. Its standard formulation reads as follows:

Demotic oaths:	*ḥ.t (n) pȝ ʿnḫ ntj i.ir* (Ib) *r ir=f*
	Wording of the oath that (Ib) *will take.*
Greek oaths:	ὅρκος ὃν δεῖ ὀμόσαι (Ib)
	The oath that (Ib) *has to swear.*

The relative future tense (third future) used in Demotic (*ntj i.ir r ir=f)* not only expresses future intention, but also has jussive force, indicating an obligation or an expectation.[403] The jussive verbal form δεῖ followed by an aorist infinitive (ὀμόσαι) in Greek suggests the same. The time frame could vary. Examples from Thebes and Pathyris show that in some cases the two stages, declaration and performance, could be separated by several days (see below).

Accordingly, Seidl correctly classified temple oaths as 'Eidesprogramm', that is to say oaths whose text was first drawn up on an ostracon intended to serve as the 'Programm', the written basis for the oral oath to rely upon (as an *aide-mémoire*) when the oath had to be pronounced.[404]

There has been much discussion among scholars concerning the meaning and translation of the word *ḥ.t* in the Demotic introductory formula. The correct translation '*Wortlaut*', that is: '*wording*' or '*formulation*' (originally: '*body*'), was already proposed by

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401 Since the scribes of temple oaths only rarely provide their names, we rely mostly on the handwriting of the texts to ascertain this point. Unfortunately, some scholars only published facsimiles and not photos of the oaths, so we cannot check their transliteration. On the same point see Vleeming, *Ostraka Varia*, p. 132, note 2.

402 A few temple oaths do not begin with the introductory formula *ḥ.t (n) pȝ ʿnḫ ntj i.ir* that will be discussed in the following pages. Some contain only a small variant, such as O. Tempeleide 108 and O. Enchoria 16, p. 45, nr. 23 with the definite article *pȝ* preceding the introductory formula: *pȝ ḥ.t (n) pȝ ʿnḫ*. Also, the reading *ʿ-iḫ* in O. Tempeleide 49 by the editor of the text Kaplony-Heckel, *Tempeleide*, p. 115 must be corrected into *ʿ<nḫ>* as the latter sign has been left out. On the other hand, O. Tempeleide 220 and O. Leiden 313 contain such substantial deviations from the basic formula of temple oaths (e.g. respectively incipit with a date, mention of Pharaoh Ptolemaios; incipit with a different formula that uses a present tense suggesting maybe that the oath has been sworn and written at the same time) that the question arises whether they must be classified as temple oaths at all. An example of an oath that is definitely not a temple oath, but rather a royal oath was published by Zauzich, *Enchoria* 17 (1990), p. 123-128 (note a.o. that it is sworn by king Ptolemaios and queen Cleopatra, starts with the date and not with the typical introductory formula of temple oath, and originates from Lower Egypt.). For more on characteristic aspects of royal oaths, see Chapter 2, p. 79-81.

403 For the jussive force of the third future in Demotic, see Vleeming, *Ostraka Varia*, p. 132 bb and note 1A; Johnson, *Verbal System* (1976), p. 166-167 and table 22; W. Spiegelberg, *Demotische Grammatik* (1925), p. 78, § 167. For the rendition of Demotic formulae in Greek in general, see Quaegebeur, in: Boswinkel and Pestman (eds), *Textes grecs, démotiques et bilingues*, p. 251-255.

404 Seidl, *Eid,* p. 3. However, the term 'Eidesprogramm' corresponds best with type A ostraca of our classification (see above, § 3.1.3).

Spiegelberg in 1925 in preference of the translation '*Abschrift*', i.e. '*copy*', previously used, also by Spiegelberg himself.[405] Spiegelberg's suggestion was subsequently followed by Kaplony-Heckel and by other scholars.[406] Some recent publications dealing with temple oaths drawn up on ostraca, however, still use the translation '*copy*', creating not only a terminology problem, but as a consequence also an interpretation problem of both the oaths and their underlying procedure.[407] A copy presupposes that there was an original.[408] It seems necessary therefore to briefly recapitulate the discussion.[409]

The translation of *ḥ.t n pȝ ʿnḫ* as '*copy of the oath*' was proposed, among others, by Revillout when only a few Demotic and Greek oaths were available.[410] It implied that the Demotic oaths were considered copies of a Greek original (the Greek oaths indeed begin directly with the term ὅρκος '*oath*'). The copies would have been made for the parties concerned, while the original was intended for the authorities. The corpus of the Demotic temple oaths presently available (almost nine hundred, see note 396) in comparison with the Greek oaths (of which there are six) contradicts this suggestion, even without anticipating the conclusions here about the temple oath formulae and the discussion concerning the procedure leading to a temple oath. These two topics will be dealt further below.[411]

Another interpretation of *ḥ.t* as '*copy*' by Sethe-Partsch suggested that the oaths beginning with the term *ḥ.t* were drafts made by the person who initially wrote down the basic formula, and who eventually would leave out the word *ḥ.t* in the definitive version.[412] This suggestion was already rejected by Spiegelberg on the basis of O. Strasb. 137+268 (= O. Tempeleide 172 B) and P. Rylands 36 (= O. Tempeleide 172 A).[413] Both documents are examples of one and the same oath, surviving in two versions, namely on an ostracon and on papyrus.[414] As both ostracon and papyrus begin with *ḥ.t n pȝ ʿnḫ*, and given the fact that the papyrus incorporates the definite oath of the oath-taker, the term *ḥ.t*, evidently cannot be translated '*copy*'. In all fairness, however, it must be said that this is definitively true for the oaths written on ostraca (type A and B); for those on papyrus (type C), nevertheless, the translation of *ḥ.t* as '*copy*' may be considered as legitimate considering the fact that they were

405 W. Spiegelberg, *Demotica* I (1925).

406 Kaplony-Heckel, *Tempeleide* (1963), for instance oath nr 1, p. 32 ('*Wortlaut des Eides*') ff; Nur el-Din, *Ostraca Leiden*, for instance nr. 278, p. 222 ('*text of the oath*'); Vleeming, *Ostraka Varia*, nr. 57, p. 131 ('*wording of the oath*'); el-Aguizy, *BIFAO* 96 (1996), p. 3 ('*text of the oath*').

407 See for example Fazzini and Jasnow, *Enchoria* 16 (1988), oaths nr. 13, p. 36-37 and nr. 23, p. 44-46. See also Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 497-508; Scalf and Jay, in: Depauw and Broux (eds), *Acts Tenth Demotic Congress*, nr. 12 and 13, p. 257-258.

408 For a similar discussion but in another historical period (Ramesside ostraca from Deir el-Medina) on the same subject see Haring, *JESHO* 46 (2003), p. 265.

409 Topic already addressed by Seidl, *Eid*, p. 4-6, and idem, *Aegyptus* 32 (1952), p. 313-14.

410 E. Revillout, *Chrestomathie Démotique* (1880), p. XLV: "copies ou ampliations".

411 See § 4.2.1.

412 K. Sethe – J.A.A. Partsch, *Demotische Urkunden zum ägyptischen Bürgschaftsrechte* (1920), p. 389-390.

413 Spiegelberg, *Demotica* I (1925).

414 About the format of types A and B ostraca and type C papyri, see § 3.1.3.

indeed copied from an ostracon type A or B onto a papyrus due to long-term preservation reasons.[415]

Finally, Seidl's latest suggestion that the translation '*copy*' could be correct if we imagine that all the oaths are "aus einem ausführlicheren Urteil oder Vergleichsprotokol abgeschrieben" must be rejected as being insufficient to justify a translation of *ḥ.t* as '*copy*'.[416] Despite the fact that there probably was a kind of template or matrix setting their format in general as Seidl suggests, and there definitely were templates of temple oaths for specific cases,[417] all temple oaths, or at least those drawn up on ostraca, either written in Demotic or Greek, are original texts with their own specific contents sharing that basic format. Moreover, Demotic oaths are certainly not a copy of a Greek original.

Actually, *per absurdum*, the same could be suggested for all kinds of categories of documents, especially the legal ones often sharing the same basic format, for which likewise a template providing the format for that category probably existed.[418] That does not mean, however, that these texts are all literal copies of one original, since they also have their own specific contents. Therefore, we will continue translating the term *ḥ.t* as '*wording*' or '*text*' of the oath, a term already in use before the Ptolemaic Period and the Demotic material when it means the 'contents', literally '*body*', of a certain text.[419]

3.2.1.2 Particulars about the Parties: the Oath-Taker and his Opponent (Ib; Ie)

A temple oath was part of a normal procedure held between two parties, the oath-taker and his opponent (clause Ib and Ie in Table 1, respectively). Based on a study of the temple oath protocol, a fair amount of information can be collected about the parties of the oath: personalia, i.e. their names (and ethnicity), professions, and gender (male/female) will be dealt with first, followed by number (one or more oath-takers and opponents) and legal status (defendant/plaintiff/witness).

Personalia

Names (*and ethnicity*): In both the Demotic and Greek oaths the oath-taker and his opponent are usually indicated by name and patronymic.[420] In a few cases the mother's name is given instead, the alias name of the oath-taker is actually only given once.[421]

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[415] Thus the translation of *ḥ.t* as '*copy*' in the introductory formula of P. Erbstreit dossier 19 must be considered as being correct, for which see Vandorpe and Vleeming, *Erbstreit Papyri*, p. 160.

[416] Seidl, *Aegyptus* 32 (1952), p. 313-314.

[417] In fact the so-called Legal Code of Hermopolis (= P. Mattha) provides templates for oaths in specific legal cases, many of which were indeed temple oaths: see Chapter 4, Appendix 2 (§ 4.5.2).

[418] For model contracts of a marriage and exchange, see C. J. Martin, in: F. Haikal (ed.), *Mélanges offerts à Ola el-Aguizy* (2015), p. 277-302.

[419] See for instance *Wb* III, 358.15.

[420] However, there are some texts without any indication of the patronymic. In most of them the patronymic of both parties is lacking: see for example O. Tempeleide 6, 11, 21 (?), 84, 106, 108, 112, 132, 171, 173, 183, 194, 210, 215, O. FuB 10, p. 139, nr. 3; p. 160, nr. 21; p. 164, nr. 25; p. 168, nr. 29; O. Tait Bodl. 273 and 275. The patronymic of the second party is also frequently lacking: O. Tempeleide 42, 49, 88, 99, 122 (?), 140, 154,

The vast majority of the parties in Demotic oaths bear Egyptian names, as those in Greek oaths bear Greek names. However, there is an occasional deviation from this rule: in the Demotic O. Tempeleide 31, for instance, the parties have Greek names: Herakleides, son of Ariston and (his brother?) Noumenios, son of Ariston. In O. Tempeleide 67 the oath-taker has a Greek name, but an Egyptian patronymic: Philippos, son of Onnophris. Since in Late Ptolemaic Egypt one cannot solely rely on the name of a person to determine his nationality anymore, we cannot establish with any certainty that these persons were Greek.[422] Though, if indeed they were, it could be possible that they knew Egyptian, and for some reason opted for an Egyptian procedure to solve their legal dispute.[423]

The parties involved in the dispute displayed in the Greek dossier P. Grenf. I 11, on the other hand, have Egyptian names, i.e. Panas and Thotortaios, two Egyptian neighbours litigating about a plot of land. P. Grenf. 1 11, however, does not record the text of the oath taken by Panas, but provides (a copy of) a dossier of documents dealing with the dispute, and thus only mentions the oath indirectly. Since these documents are meant for the Greek authorities they are written in Greek; it is unknown whether the oath was taken in Egyptian or Greek.[424]

Professions: Normally the profession of the parties is not indicated, unless it is relevant to the case. For instance, in O. Turin S. 12880 + S. 12698 the defendant is identified by name and profession, i.e. builder (Demotic: *pȝ ḳt*), a detail which is significant in a dispute about a specific object called 'builder-stone' (Demotic: *pȝ in-ḳt*). In O. Turin S. 14350 + S. 14351 the names of the plaintiff are given followed by their occupation, i.e. farmers of the granary (Demotic: *nȝ wjʿ.w n tȝ šmjmȝ.t*). This is a complaint about the farmers receiving their rightful share of grain and other crops.[425] In O. Tempeleide 38 and 39 the plaintiff is 'the lector priest of Thebes', which is relevant to the case since he claims that some disputed slaves belong to his priestly association.

168, 180, 193, 195, 206, O. FuB 10, p. 142 nr. 6; p. 154, nr. 15. While the patronymic of the oath-taker is only occasionally unreported: O. Tempeleide 17, 98, 115, 124, 125, 169, 188, 205, O. FuB 10, p. 157, nr. 18 (?); O. Tait Bodl. 276.

421 O. Tempeleide 14 (?), 18, 199 and O. FuB 10, nr. 10, p. 146 (mother's name); O. Tempeleide 223 (alias).

422 See for instance Manning, *Last Pharaohs*, p. 178 and Clarysse, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 1-19.

423 According to P. Tebt. I 5 (= C. Ord. Ptol. 53), a royal decree from 118 B.C. dealing with the competence of different courts of justice, the language of documents determines the applicable law in case of disputes. See Pestman, *New Primer*, p. 85-86 and note 652.

424 For more on P. Grenf. I 11, see Chapter 4, Appendix 1 (§ 4.5.1). On the legal procedure underlying the swearing of temple oaths in general, see likewise Chapter 4, *passim*.

425 O. Turin S. 12880 + S. 12698 is translated in Chapter 5, text 6, p. 264-265. O. Turin S. 14350 + S. 14351 will be published by the present author in the series of the '*Studies of the Turin Egyptian Museum*' in 2019. For more oaths providing either the parties' name and title or only a title or a group designation, see O. Tempeleide 24 (title mentioned in the wording of the oath), 27, 102, 165 (?), 175 (?), 216, 222, O. Bodl. Libr. 479 (unpub.); O. Strasb. 349 (unpub.), 675 (unpub.), 1329 (unpub.). See also Kaplony-Heckel, *Tempeleide*, p. 18, note 1.

Gender (*Male/Female*): Both genders, male or female, could take a temple oath. Although not as often as men, women appear regularly in temple oaths (about 30% of the surviving oaths), and not only as oath-takers, but also as plaintiffs, witnesses and oath-helpers in disputes regarding various matters, ranging from money to houses (see below). Moreover, Egyptian women could represent themselves, i.e. act autonomously, meaning without the assistance of a male guardian (in Greek: κύριος), other than Greek female contestants. This is not surprising, because women in ancient Egypt had the same legal rights and obligations as men (they could inherit, own, manage and dispose of private property), at least within the same social class,[426] unlike the position of women in most other ancient societies, including the Greek.[427]

Demotic documents from the Ptolemaic Period show that women indeed were free to make any agreement they wished, and apparently, based on the amount of temple oaths in which they were involved, any disagreement as well.[428] The evidence gleaned from the temple oaths confirms that women are often involved in disputes arising from various economic transactions and legal activities.[429] These included loans in kind and money,[430] sales of movables and immobilia,[431] inheritance related issues[432] and marriage settlements,[433] and frequently disputes with their former husbands arising from divorce.[434] It also confirms that in a legal context women, indeed, acted on their own and in their own right. Yet, a male trustee seems often mentioned in the same oaths in which women acted as oath-takers, along with the 'assertion of truthfulness' (clause III). However, the trustee (clause VI) was not a legal guardian (he also occurs in oaths sworn by men, although less often), but rather a third party,

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426 Apparently, social position in ancient Egypt was more based on social rank, and legal distinctions on differences in the social classes, rather than on gender. On this matter, see Bagnall, *Egypt in Late Antiquity*, p. 99: "family, wealth and social status: these were as ever the main determinants of a woman's position, all more important than sex".

427 In ancient Greek civilization women did not hold the same civil and legal rights as men; moreover, they had to be represented by a male guardian in exercising their economic and legal activities. Ironically thus, in Ptolemaic Egypt, the social position of the Greek women falling under Greek law, although belonging to the ruler class, was less privileged than that of the Egyptian women, living in the same society, but operating under the Egyptian legal system (i.e. conducting business and undertaking legal transactions independently). On legal pluralism in Ptolemaic Egypt, see Chapter 4, p. 181 and note 646.

428 For more on the position of women in ancient Egypt, see for instance G. Robins, *Women in Ancient Egypt* (1993), *passim*; more specifically on women in the Ptolemaic Period, see Bagnall, *Egypt in Late Antiquity*, p. 92-99; Rowlandson (ed.), *Women and Society* (1998); Johnson, in: Clarysse, Schoors, Willems (eds), *Studies Quaegebeur*, p. 1393-1421; A.A. O'Brien, *Private Tradition, Public State: Women in Demotic Business and Administrative Texts from Ptolemaic and Roman Thebes* (PhD Dissertation, 1999) and idem, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 273-281, amongst others.

429 For an overview of the subject matters of disputes, see § 3.2.2.2 and Appendix 1a, p. 159-165.

430 E.g. O. Tempeleide 61, 67, 71, 73, 76, 80, 146, 152, 154 etc.

431 E.g. O. Tempeleide 44 and 168.

432 E.g. O. Tempeleide 28, 33, 37 etc.

433 E.g. O. Tempeleide 1-22; O. FuB 10, p. 179, nr. 31 and p. 172, nr. 32; O. Turin G. 5 and S. 12702 + S. 12828.

434 Again: O. Tempeleide 1-22. For more on this matter, see Excursus I , p. 129-132.

acting as a witness, reading the oath text aloud for illiterate oath-takers, mostly women, who simply confirmed afterwards that the oath was truthful.[435]

Sometimes, both men and women swore an oath on behalf of their children (daughters and sons).[436] This could be an indication that these children were still minors, i.e. younger than fourteen (which in Ptolemaic Egypt seems to be the official age of adulthood),[437] and hence unable to act in a legal context. Thus their parents took over responsibility for their legal acts, including the swearing of oaths. In one particular case a mother swears the oath on behalf of her deceased daughter in a dispute about alleged debts and the restitution of a dowry.[438]

Number: one party or several parties

Decisory oaths: The oath-taker (A) is usually a single person. In the few cases, in which the oath was simultaneously taken by several people ($A^1 + A^2 + A^3$, etc.), their names are either written on the same ostracon or each individual name on separate ostraca with the same oath-text. These two ways of recording the oath seems to reflect two types of scenarios with regard to the position and liability of the oath-takers, as will be illustrated below.

1. Names of the oath-takers on one and the same ostracon:

$A^1 + A^2 + A^3$, etc.

If the names of the oath-takers A^1, A^2, A^3 , etc., are written together on the same ostracon, they were all held responsible for the same failure of performance (e.g. repayment of a debt or breach of contract), or committing the same offence (e.g. stealing or beating), probably together. Not surprisingly, they are often relatives or associates.[439] The following example is about two brothers accused by a third man of failing to comply with an agreement about wine:

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435 In calculations of literacy levels, scholars usually estimate between 1% and 5% of the population in ancient Egypt as literate. For more on this subject, see Baines, *Man* 18 (1983), p. 572-599; Baines and Eyre, *GM* 61 (1983), p. 65-96 (revised in Baines, *Visual and Written Culture*).

436 O. Tempeleide 181 and 199: a father and a mother respectively swear an oath on behalf of their sons that the latter did not steal a given object; O. Tempeleide 211: the parents of a physically injured boy accuse a man of beating their son. On these oaths, see also Lippert, in: Barta et al. (eds), *Lebend(ig)e Rechtsgeschichte* (forthcoming). I am most grateful to S. Lippert for allowing me to read her unpublished article about the role of oaths in the law of the Late and Graeco-Roman Period.

437 Clarysse and Thompson, *Counting the People*, vol. II, p. 42.

438 O. Tempeleide 23.

439 The oath-takers are usually relatives identified by name and patronymic or by their relationship (or both): O. Tempeleide 97, 212; O. FuB 10, p. 163, nr. 24; O. Leiden 288 (?); O. Enchoria 21, p. 41, nr. 41; O. P. L. Bat. 26, 57 (A^1+A^2, i.e. two brothers); O. Tempeleide 45 (A^1+A^2+A^3, i.e. two brothers and one other person: the son of one of them?); O. ZÄS 109, p. 122 (A^1+A^2, i.e. man and wife); O. Tempeleide 72 (A^1+A^2, i.e. niece and uncle); O. Tempeleide 182 (A^1+A^2, i.e. father and daughter); O. Tempeleide 196 (A^1+A^2, i.e. son and mother); O. Turin S. 12778 + S. 12875 (A^1+A^2+A^3+A^4, i.e. mother and three sons); O. Tempeleide 102 (?) (A^1 and his people: *irm nȝj=f irj.w*: see Seidl, *Aegyptus* 32 (1952), p. 321). They can also be colleagues or associates like the farmers of the granary mentioned earlier (see p. 110 and note 425).

O. Enchoria 21, p. 41, nr. 41 (oath-takers: two brothers)

Wording of the oath (IIa+b): "*As Sobek lives, who rests here and each god who rests here with him! As to the wine about which you have litigated with us: I*[440] *have not established to give it to you in your field*".

The consequences of taking or not taking the oath are the same for both brothers, as attested by the use of the plural in the following clause:

Consequences of the oath (IV): *If they take the oath wich is written above, they will be left alone. If they refuse to take the oath, they will pay* (for) *the wine that is written above today.*

Both brothers will be discharged from any contractual obligation by swearing the oath; if they decline to do so, they will both be held responsible for paying for the wine.

2. Names of the oath-takers on different ostraca:

A^1	A^2

If, on the contrary, several people (usually A^1 and A^2) have to take the same oath at the same place and time, but have their names written on separate ostraca (each containing the same oath-text), then they are presumably each suspected individually of some wrongdoing. Both probably had the chance and the opportunity to commit the offence and are therefore a suspect, but only one is the real culprit, namely the one who will decline to take the oath.

An example is O. Tempeleide 117 A, B: some plants have disappeared from the garden of a woman after the death of her husband. She suspects two men (maybe two of her neighbours?), who may have uprooted her plants or let their cows eat them. To determine who the culprit is, she seemingly requires that each of them take the same purgatory oath, separately. Unfortunately, we do not know how this dispute ended.[441] The two identical oaths read as follows:

O. Tempeleide 117 A (by Paikos, son of Kensthotes)

Wording of the oath (IIb): "*Since Totoes, son of Totoes, your husband, has gone, I did not pull out any castor-oil (plant) from your castor-oil (plant).I did not see anybody else do it. Nor did one of my cows eat them*".

[440] Provided that the singular pronoun "*I*" is not a scribe's mistake (instead of "*we*"), each brother probably pronounced this sentence separately (or just confirmed it by saying the assertion of truthfulness, see § 3.3.1). In contrast, the wording of a Greek temple oath, O. Wilcken 1150, seems to be uttered simultaneously by two brothers suspected of being responsible for inflicting an injury upon the plaintiff, as it is formulated in the first person plural: '*The wound that you have sustained, we have not inflicted it on you, nor do we know who has inflicted it on you*'. For more on this text, see Chapter 5, text 20, p. 293-294.

[441] As is often the case with the oaths of type A. For this, see § 4.2.3.4

O. Tempeleide 117 B (by Miusis, son of *Pȝ-dj-* ...)

Wording of the oath (IIb): "*Since Totoes, son of Totoes, your husband, has gone, I did not pull out any castor-oil (plant) from your castor-oil (plant). I did not see anybody else do it. Nor did one of my cows eat them*".

In some cases, relatives of the oath-taker are involved in the oral enactment of the oath, but in a different way from the cases discussed above. In this case, they have to vouch for the truthfulness of the oath and the credibility of the defendant, by declaring: "*this is a truthful oath*". Thus they can be considered as oath-helpers, i.e. takers of a subsidiary oath (clause IVaa), which will be discussed below (§ 3.2.3.2).

Promissory oaths: Promissory oaths, too, can be taken by a single person (A) or by several persons (A^1 + A^2+ A^3, etc.). In the latter case the parties usually have their names written on the same ostracon and they take the same oath to guarantee the proper fulfilment of their duties, for example that they will serve their employer or associate well and will not deceive him.[442] A representative example reads as follows:

O. Tempeleide 216 (taken by six persons)[443]

Wording of the oath (IIb): "*We will be with you for these five years, about which you have made a contract with us, we will not* […]; *we will not make another man agent except you for these five years. We are in your good contract, we are in the good contract of the temple of Hathor.*[444] *As to the contestant who will come to the place of Hathor, we will be with you against him in every way*".

Furthermore, for both the decisory and promissory oaths, the opponent (D) could either be a single person or a group. In fact, oaths with several persons acting as a collective second party occur even more frequently than oaths with two or more oath-takers.[445]

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442 O. Tempeleide 216, 217, 219; O. FuB 10, p. 146, nr. 10. On these oaths, see Kaplony-Heckel, *FuB* 10 (1968), p. 148 ('oaths of allegiance'). See also the 'oath of office' in the Ptolemaic Period, p. 87-88.

443 Passages of this oath, related to a lease contract of some boxes in the temple of Hathor, have already been dealt with in Chapter 2, ex. 53, p. 86.

444 As already mentioned (see above, p. 105 and Chapter 2, p. 88), most temple oaths are decisory rather than promissory, and most promissory oaths are royal rather than temple oaths. The use of a temple oath in this case may be due to the fact that the promise concerns duties of six priests of the temple of Hathor resulting from the lease of some chests of charity in the temple (and the village). For a similar case, see Muhs, *Enchoria* 30 (2006/2007), p. 60-62, nr. 5.

445 The second parties are usually also relatives. In some oaths all names are recorded, along with their patronymic or the mention of their relationship: O. Tempeleide 15, 184 (D^1+$D^{2,}$, i.e. two brothers), 36 (D^1+D^2+D^3, i.e. two brothers and another undefined person), 22, 33, 35, 65 (D^1+D^2, i.e. brother and sister), 44 = O. Leiden 284 (D^1+D^2, i.e. man and wife); 46, 71 (?) (D^1+D^2, i.e. mother and son). In some other oaths, only the family ties are given after the first person mentioned by name: O. Tempeleide 78 (D^1 and his brothers), 167 (D^1 and his son), 208 (D^1 [and] her daughter), 209 (D^1 and his brothers), 211 (D^1 and his wife), O. Tempeleide 83, 125 (D^1 and his people). Otherwise the relationship between the persons acting as the second party in the oath is not specified: O. Leiden 297; O. Tempeleide 24 (?), 32, 41, 59, 67, 89, 105, 112, 152, 188, 206, 215.

Legal status of the parties

Decisory oaths: These oaths can be taken either by the defendant, the plaintiff or a witness. Most decisory oaths (about 90%), however, are taken by the accused, i.e. the defendant in a dispute (for details see below, p. 135 and 141). The defendant had to declare that he or she had already fulfiled certain obligations towards the plaintiff or that he or she was innocent of an alleged wrongdoing. If the defendant took the oath, the plaintiff had to withdraw his or her charges. The burden of proof therefore rested with the plaintiff: if he or she wanted to be proved right in his accusation without proper verifiable evidence there was no other choice but to demand an oath from the defendant.[446] If the latter was guilty, the prospect of committing perjury and liability to subsequent divine punishment should deter him or her from taking the oath.

Temple oaths by the plaintiff occur far less frequently (about 7% of the preserved temple oaths; for details see below, p. 137 and 144). For a plaintiff to be allowed to swear, he should meet a certain 'threshold of credibility'. An interesting example is O. Turin G. 5 recording an oath taken by a woman, Tagombes, in a dispute with her former husband Esthladas, son of the well-known Dryton.[447] They are divorced and, according to their marriage settlement, he has to return the goods that Tagombes had brought with her into the marriage, or their equivalent in money.

Upon divorce, the property rights enforced by Tagombes were contested. In other similar disputes it is usually the wife who has to defend herself, swearing that she did not commit adultery and she did not steal anything from her husband (on this matter, see Excursus I below). In the Turin text, however, the wife acts as the plaintiff: Tagombes claims to have received less than she was entitled to; she is allowed to swear an oath about this: if she does, she will win and receive these goods back from Esthladas, or their counter-value. If she does not swear, she will have to drop all claims.

Finally, a witness could also be required to take a temple oath (about 3% of all temple oaths). In some cases the dispute could even be settled by this oath alone;[448] in other cases, the defendant would be required to swear an oath as well. An example of this is O. Tempeleide 162 A and O. Tempeleide 162 B, taken by the witness and the defendant, respectively, on the same date, at the same place and for the benefit of the same plaintiff:

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446 Should a plaintiff be easily permitted to swear, this would have opened the door to vexatious litigants and hardy souls abusing the system – most obviously where the oath was decisory (the stakes being so high either way, perjury could also bring instant and irrevocable benefits for a plaintiff). So, to guard the oath from becoming a tool in de hand of vexatious litigants without the need to adduce evidence, a presumption was that the plaintiff would not ordinarily be permitted to swear. Apparently, this customary practice was widespread and crossed regional boundaries in the Ancient Near East, as demonstrated for instance by the Mesopotamian evidence from the second millennium, about which see for instance R. Westbrook, *Journal of Cuneiform Studies* 55 (2003), p. 87-97.

447 On this text, see also below, p. 129 and 137. For the translation, see Chapter 5, text 1, p. 253-254.

448 O. Tempeleide 182 (?), 211.

O. Tempeleide 162 A (by the witness)[449]

Wording of the oath (IIb): "*As to these* 15 *talents, about which you* (i.e. the plaintiff) *have litigated with Komoapis, my eye has not noted that some of them have reached Komoapis*".

O. Tempeleide 162 B (by the defendant Komoapis)

Wording of the oath (IIb): "*As to these* 15 *talents, about which you have litigated with me,* [*none*] *of them has reached* [*me*]".

Promissory oaths: In the case of promissory oaths we cannot use terms such as defendant or plaintiff for defining the legal status of the oath-taker as they are restricted to outside such litigation procedures. In fact, as we have seen (p. 114), the oath-takers of promissory oaths are either parties in a contractual context, e.g. guaranteeing the fulfilment of a contractual obligation, or employees and associates solemnly promising their superior or companions their good services, loyalty and honesty.[450]

3.2.1.3 The Place of Oath-Taking (Ic)

One of the standard protocol components is the mention of the place where the oath must be taken (Ic). Some texts provide more specific information (for example: '*at the temple of Khonsu-in-Thebes-Neferhotep*') than others (for example: a mere '*before Khonsu*'). It is clear, however, that in most cases the oath must be taken in the temple area of a specific (usually local) god. Moreover, there is a direct relationship between the place of the oath-taking (Ic) and the invocation formula of the oath (IIa, for which see § 3.2.2.1): the god at whose temple the oath must be sworn is the same as the god invoked by the oath-taker as mentioned in the invocation formula.[451] Therefore, it is usually the combined information of both clauses (Ic + IIa) that allows us to identify the temple where the oath must be taken.

The Demotic oaths record the following places of oath-taking, arranged in order of decreasing frequency: *n pr* (literally: '*at the house*', i.e. '*at the temple*',[452] *n ḥw.t-nṯr* ('*at the temple*'),[453] *n r3* ('*at the gate*'), *n r3 n pr* ('*at the gate of the temple*'), *n ḫftjḥ* ('*on the dromos*'), *m-b3ḥ* ('*before*'), *n inḥ* ('*in the courtyard*'), *n m3ᶜ* ('*in the place*'), *n s.t* ('*at the site*'?), all followed

[449] Unfortunately, the name of the witness is illegible. For suggestions see Kaplony-Heckel, *Tempeleide*, p. 271, note 2.

[450] See respectively O. Tempeleide 218-223 and O. Tempeleide 216-217; O. Enchoria 30, p. 60, nr. 5. On both groups of texts, see Chapter 2, p. 88.

[451] See Appendices 2a-e, p. 166-169 and Devauchelle, *RdÉ* 48 (1997), p. 261.

[452] In the oath context we translate *pr* as '*temple*'. For the translation of the word *pr* as '*domain*' or '*estate*', especially in an economic context, see Haring, in: Moreno Garcia (ed.), *Ancient Egyptian Administration*, p. 613-614 and idem, *Divine Households: Administrative and Economic Aspects of the New Kingdom Royal Memorial Temples in Western Thebes* (1997), p. 30-34.

[453] The translation '*at the temple*' is preferred to '*in the temple*' because the oaths were not taken inside the temple itself, but in the temple forecourts or precinct, i.e. the area comprising the temple gate and the *dromos* leading to it, where so many legal and economic activities took place. For this, see also note 636, p. 178.

by the name of either a specific god or a specific place.[454] In the Greek oaths, the place for taking the oath is indicated with the Greek name of the Egyptian temple:[455] ἐπὶ τοῦ Ἡρακλείου, ἐπὶ τοῦ Χεσεβαιήου or ἐπὶ τοῦ Κρονείου, respectively '*at the Herakleion*', i.e. the temple of Khonsu/Herakles; '*at the Kesebaieon*', i.e. the temple of Khonsu/Herakles; and '*at the Kroneion*', i.e. the temple of Geb/Kronos.[456]

The information provided by either the place of oath-taking or the invocation formula is sometimes enough to determine the temple where the oath must have been taken. This is especially true when a specific name or epithet of a certain temple or god is mentioned. For example many oaths in the name of Khonsu are sworn *n pr Ḫnsw-m-Wꜣs.t* '*at the temple of Khonsu-in-Thebes*', *n pr Ḫnsw-m-Wꜣs.t-Nfr-ḥtp* '*at the temple of Khonsu-in-Thebes-Neferhotep*' or *n pr Ḫnsw-nb-ḥꜤ* '*at the temple of Khonsu-Lord-of-the-length-of-life*'. Previous studies have shown that all three epithets refer to the temple of Khonsu in Karnak.[457] Therefore, we may conclude that the oath was taken at the temple of Khonsu in Karnak, even if the invocation formula only mentions the name of the god, without any specification, or is missing due to a lacuna. The same applies to the invocation formula: if only one of these three epithets of Khonsu is mentioned, we know that the oath had to be taken at his temple in Karnak, even if the place of oath-taking is not further specified or missing.

Temple inscriptions or juridical texts about a particular place for giving justice at a temple may in some cases help to narrow down the place of oath-taking to a specific site or spot in the temple area. This is possible for example in the case of temple oaths taken in the name of Khonsu in his temple at Karnak. Although these oaths usually do not specify the exact spot where they had to be sworn, we know that this was often the gate (*rꜣ*) of the temple.[458] In the Ptolemaic Period some of these temple gates are known as *Rwt-djt-MꜣꜤ.t* '*Gate-of-giving-justice*'.[459] Texts and images appearing on them often have the apotropaic power to avert evil influences, as they emphasize the role of the resident god as judge and maintainer of *Ma'at*, the truth, and recall that his revenge would fall upon liars and those committing perjury. An example of such a '*Gate-of-giving-justice*' is that of Ptolemy III Evergetes of the Khonsu temple at Karnak. On its walls, Khonsu is represented as 'judge' while the inscriptions describe him as '*the one who determines the destiny*, whose *bꜣw* (i.e. his

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454 For details on temples and gods designated for the taking of oaths, see Appendices 2a-e, p. 166-169.

455 See Quaegebeur, *OLP* 6/7 (1975/76), especially p. 464-470.

456 As attested respectively in: O. Tait Bodl. 273 and O. Wilcken 1150; Wilcken Chrest. 110 A; O. Tait Bodl. 274.

457 See among others Quaegebeur, *OLP* 6/7 (1975/76), especially p. 464-470 and idem, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 204 and 215.

458 The functions and role of the temple gate and its texts are stressed by Traunecker, *Coptos,* p. 366: "les exortations à la crainte divine sont presque toujours gravées sur des soubassements de porte"; and *ibidem*: " tous doivent craindre la terrible poussance divine qui reside dans le temple au déla de la porte".

459 On this topic see Daumas, *BIFAO* 50 (1952), p. 149-152; Sauneron, *BIFAO* 54 (1954), p. 117-127; Van den Boorn, *JNES* 44 (1985), p. 1-25; Allam, *JEA* 77 (1991), p. 109-127; Quaegebeur, in: Cannuyer and Kruchten (eds), *Melanges Théodoridès*, p. 201-220.

punitive power) *takes possession of the one who says falsehood on the dromos*' of his temple.[460] In other words, this would be the perfect place to invoke the god Khonsu as guarantor of the truth by swearing oaths under his tutelage. A temple gate also offered the benefit of shade, which is a practical aspect not to be underestimated.

Unfortunately, even the combined information provided by the oaths about the place of oath-taking and the invocation formula is sometimes insufficient to determine without doubt in which temple and, more specifically, in which part of the temple area the oath was taken. This is for instance the case of the *vexata quaestio* concerning the oaths said to be sworn *n pȝ rȝ (n pr) Ḏmȝ n pr Mnṯ nb Mntw* '*at the gate (of the temple) of Djeme in the temple of Montu-Lord-of-Medamud*', mostly in the name of *pȝ kȝ Mtn* '*the Bull-of-Medamud*'. Scholars such as Nims, Pestman, Kaplony-Heckel, Vleeming and Vandorpe[461] claim that these oaths were taken in Djeme, i.e. Medinet Habu, at a small chapel at the southern side of the Eastern High Gate of the Medinet Habu temple, despite the fact that this temple area is not known as '*the temple of Montu-Lord-of-Medamud*' nor has a Montu temple ever been located there. However, more recently Devauchelle has convincingly demonstrated that these oaths were actually taken in Medamud itself, approximately 5 km away on the east bank, where there was a gate of Djeme belonging to the temple of Montu-Lord-of-Medamud.[462]

Finally, several texts mention neither the place of oath-taking nor the invocation formula, usually due to lacunae or illegible passages or lapses by the scribe. In that case the specific temple designated for the oath-taking remains unknown. It is sometimes possible, however, to determine in which area the oath was probably sworn (for example Thebes or Pathyris) based on local formulae or variants (for instance: clause III, the assertion of truthfulness, and clause VI, the trustee, are a distinctive feature of Theban oaths; while clause VII, the postscript, is characteristic of Pathyris), as well as on onomastic evidence, since specific names only occur in a certain place. The find-spots of ostraca can also contribute to pinpoint the likely place of oath-taking. However, it must be said that the latter is very rarely recorded and even when it is, it does not have to correspond to the place where the oaths were sworn.[463]

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460 On this subject, see also Chapter 1, p. 6.

461 See F. Nims, in: *The Eastern High Gate*, *Medinet Habu* VIII (1970), p. xii and pl. 660; Pestman, *Survey*, p. 177-178, note a; Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore* (1994), p. 148-151; Vleeming, *Ostraka Varia*, p. 132 and note 3 to 5; Vandorpe, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 226.

462 For more details on these arguments, see Chapter 4, p. 201 and Devauchelle, *RdÉ* 48 (1997), p. 260-262. Cf. also Sambin, *BIFAO* 92 (1992), p. 147-187 and idem, in: Pestman and Vleeming (eds), *Hundred-gated Thebes*, p. 163-166. See also *Demotische Berichtigungsliste* (2005), Appendices, p. 822, § 33: "Accordingly, 'the Gate of Jeme', which is in the temple of Montu, Lord of Medamud: a location where a fair amount of temple oaths were taken, was not to be found in Jeme, but in Medamud".

463 As demonstrated by oaths found in Pathyris but sworn in Krokodilopolis or oaths found in Medinet Habu but sworn in Medamud. For more on the find-spots of oaths, see § 4.2.4.3.

Which gods and which temples occur in the oaths?

The following is a brief overview of gods and temples regularly involved in oaths, clustered according to the town or village where they were located (for details see Appendix 2, tables a-e):

Thebes (*east bank*): Amun (the *inḥ* '*courtyard*' of the Luxor temple), Montu (the Montu temple in Karnak) and Khonsu (the Khonsu temple in Karnak, called Kesebaieon or Herakleion in the Greek oaths, where Khonsu is identified with Herakles). Khonsu also appears in the oaths as Khonsu-Neferhotep and Khonsu-Lord-of-the-length-of-life.

Thebes (*west bank*): Amun and Djeme, both invoked at the temple of Djeme in Medinet Habu. Amun also occurs in these oaths as Amun-of-the-Ogdoad.[464]

Medamud: Montu is invoked as the Bull-of-Medamud or Bull-Lord-of-Medamud at his own temple; the oaths are taken at the gate (of the temple) of Djeme in the temple of Montu (see note 462).

Koptos: Kronos (Egyptian: Geb) at his temple the Kroneion according to one Greek temple oath (O. Tait Bodl. 274). As demonstrated by Traunecker, this oath was most likely taken at the southern gate of the *temenos*, which is also known as a '*Gate-of-giving-justice*'.[465] Presently, no Demotic temple oaths from Koptos are known.

Dendera: There are only a few temple oaths sworn in Dendera.[466] The god invoked in these oaths is Geb (Kronos in Greek); unfortunately, the place designated for the oath-taking is either lost in a lacuna or unclear.[467]

Pathyris and Krokodilopolis: In Pathyris this is Hathor at the homonymous temple and once in the name of Anubis. Sobek (Sobek in Greek) is involved in oaths in the neighbouring town Krokodilopolis, at his own 'Temple-of-the-Pylon'. Once the Kroneion (the temple of Kronos/Geb) is mentioned for the swearing of a temple oath in Krokodilopolis.[468]

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464 According to Uggetti, *RdÉ* 67 (2016), p. 157-177, esp. p. 166-177, the god Djeme was employed as an alternative to Amun-of-the-Ogdoad (note that in the oaths the god Djeme was invoked in the same places devoted to Amun-of-the Ogdoad, i.e the forecourt and the temple of Djeme).

465 Traunecker, *Coptos*, p. 378.

466 These are: O. Tempeleide 208, based on internal evidence and also bought in Dendera; O. Brooklyn 121 and 122 based on internal evidence (?).

467 O. Tempeleide 208: *n pȝ wbȝ* (?) *n Iwnt in the forecourt* (?) *of Dendera,* based on Kaplony-Heckel, *Tempeleide*, p. 336-337 and note 2 and 3. On the photograph of the text *Iwnt* is difficult to see.

468 P. Grenf. I 11, for which see Chapter 4, Appendix 1 (§ 4.5.1).

3.2.1.4 The Date of Oath-Taking (Id)

The mention of the appointed date for taking the oath at the temple is a standard component of the protocol (Id): it usually occurs after the mention of the place of oath-taking (Ic) and it is followed by the name of the opponent (Ie), as outlined in table 1.[469]

Clause Id provides the year (without mentioning the royal name),[470] the month and the day of the oath-taking, as illustrated by O. Tempeleide 1: *n ḥ̓.t-sp* 2 *ibd* 1 *pr.t* (*sw*) 14 '*in year* 2, *first month of the pr.t season, day* 14' and in Greek by O. Bodl. 274: τῆι κ̄ᾱ τοῦ Θῶυθ τοῦ ιε (ἔτους) '*on the* 21st (day) *of* (the month) *Thot of* the 15th *year*'.

This is not the only occurrence of a date in the temple oath format. In fact, besides clause Id (date 1), the date of redaction of the oath (Vb), i.e. the date on which the oath has been drawn up onto an ostracon (and at times onto papyrus as well), is reported in many oaths, especially those from Thebes (date 2). Moreover, the date on which the oath has actually been sworn at the temple can sometimes be included in the postscript (VIIc), especially in oaths from Pathyris (date 3).

Although the formulae for indicating these three dates are the same (namely: in year x, month y, day z), there is one significant difference between them. While the dates in clauses Vb (oath-writing) and VIIc (actual oath-taking) refer to a moment in the past as indicated by the past tense ('*has written in year* x' etc.), the date in clause Id (intended oath-taking) refers to the future, as indicated by the future tense used in the introductory formula (Ia) discussed above ('*Wording of the oath which he will take in year* x' etc.). This means, as already mentioned above (p. 107), that the pronouncement of the oath followed its redaction. The oaths that mention both dates, Id and Vb, show that the writing of the oath and the actual

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469 This is the order of components that occurs most frequently; less frequently the date of oath-taking comes after the mention of the second party. In a few cases the scribe forgot to include the date of oath-taking in the protocol and inserted this date later in the text. This is attested in the documents four times after the consequences of the oath (IV): O. Tempeleide 41, 48, 63, 140; twice directly after the text of the oath (II): O. Tempeleide 3 and 45; and once after the date of the redaction of the oath (Vb): O. Tempeleide 203 (but the scribe did not mention the year since he had just written it in clause Vb). According to Kaplony-Heckel, *Tempeleide*, p. 109 and 136, O. Tempeleide 45 and 63 are drawn up by the same scribe who did not write the regnal year (which, however, can be deduced from the date of redaction of the oath (Vb) in O. Tempeleide 45). In O. Tempeleide 41 and 140 the regnal year is mentioned in the protocol, while the rest of the date is inserted later. I wonder whether the scribe in this case intentionally wrote the year first (which was already known) and then inserted the rest of the date later on, namely when an agreement was reached about the month and the day of the oath-taking.

470 A certain vagueness about the reigning king is characteristic of the Demotic oaths, which usually only list regnal years without a royal name. It has been argued, however, that these oaths probably date to the period from the reign of Ptolemy VI to Augustus. See Kaplony-Heckel, *Tempeleide*, p. 18-20 and Pestman, *RdÉ* 16 (1964), p. 218-219. A few exceptions are O. Tempeleide 27 and 98 (both oaths specify that they are to be sworn in year 31 of Caesar, i.e. Emperor Caesar Augustus); and O. Tempeleide 220. The latter begins with the date of oath-taking (year 23 of Pharaoh Ptolemaios, son of Ptolemaios), which is unusual, and it contains more deviations from the regular temple oath formula, for which see Kaplony-Heckel, *ibidem*, p. 356-358.

swearing, often took place on the same day,[471] although these two events could be also separated by several days.[472]

It cannot be established from the corpus of the temple oaths how and by whom the date for the pronouncement of the oath was determined. One can reasonably presume, however, that some practicalities, for instance the availability of the parties and of the officials at the designated temple, played a role in choosing a date.[473] The distance to the temple in question may also have delayed the procedure for a few days. For instance, the oaths from Pathyris show that inhabitants often went to the temple of Sobek in Krokodilopolis to take an oath.[474] Indeed, several of these oaths are taken a few days after they were drawn up. Unfortunately, in many cases it is not known whether the place for the writing of the oath was different from the one where the actual swearing took place, or not, and thus whether the parties had to travel to the actual place in the temple where the oath-text had to be spoken aloud.[475]

Finally, some oaths only mention the year and the month, but not the specific day on which the oath has to be taken[476], while others do not mention any date at all.[477] I wonder whether in these cases, the scribe simply forgot to do so, or if the oath was to be taken on the very same day it had been recorded.[478]

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471 E.g. O. Tempeleide 12, 22, 28 (?), 31, 52, 86A, 90, 97 etc.

472 Oaths taken between 1 and 8 days after being written are: O. Tempeleide 17, 59, 62, 87, 98 (1 day); O. Tempeleide 34 (2 days); O. Tempeleide 70 (4? days); O. Tempeleide 19 (7 days), etc. In two exceptional cases, the oath was taken a few months after it was written: P. Erbstreit dossier 19 (ca. 2 months later) and O. Tempeleide 43 (3 months later?). See also Appendix 6a.

473 For the practicalities that may have influenced the choice of place and date of the oath-taking, see below § 4.2.3.1.

474 For more on oaths from Pathyris, see Chapter 4, p. 201-202. According to Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498-501, the contested income in O. Detroit 74249 was generated in Pathyris, but the oath itself was sworn in Thebes 5 days after the oath was recorded. However, as suggesteded in Chapter 2, p. 93, the reading *Pr-Ḥt-Ḥr* must be replaced by *Pr-Ipt-wrt*, a designation of the temple of Opet in Karnak, meaning that the contested income was generated in Thebes (and not in Pathyris).

475 The place designated for the taking of the oaths is usually mentioned in the protocol (see above, p. 116). Of only a few scribes of the oath, on the contrary, we know the name (see Appendix 5a), where they came from and where they operated, usually due to other known documents providing that information, or, more rarely, based on their handwriting. On the latter, see Appendix 5b.

476 O. Tempeleide 11, 16, 25.

477 O. Tempeleide 2, 37, 38, 44, 50, 56, 69, 73, 112, 114, 118, 120, 125, 128, 191, 213, 218.

478 Although among the oaths that do record both dates, i.e. that of the intended oath-taking (Id) and that of oath-writing (Vb), many also appear to be written and sworn on the same day.

3.2.2 The Wording of the Oath (clause II: a, b)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	**Wording of the oath (a, b)**	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival Notes (a, b)

The wording of the oath (II) belongs to the oral part of the oath formulae (see Table 1, p. 102). It is the verbatim quotation of the oath, i.e. the words that the oath-taker has to speak aloud at the temple when the time for swearing his oath has come about. This is the performative part of the procedure (see § 4.2.3).
It always follows the protocol (I), and consists of two regular components, the invocation formula (IIa) and the subject matter of the oath (IIb), i.e. what the dispute is about. In the case of decisory oaths the wording of the oath is usually followed by the clause stating the consequences for taking or refusing to take the oath (IV), and together these form the main source of information for reconstructing a legal case.

3.2.2.1 The Invocation Formula (IIa)

The standard invocation formula of Demotic temple oaths and its Greek counterparts read as follows:

Demotic oaths: *ʿnḫ* C *ntj ḥtp dj irm nṯr nb ntj ḥtp (dj) irm=f*
"*As* (god) C *lives, who rests here and each god who rests (here) with him*".

Greek oaths: Νὴ τὸν C καὶ τοὺς συννάους θεούς
"*By* (god) C *and the gods who live together with him*".

The Demotic verb *ḥtp* can be translated as '*rest*' or '*reside*', both referring to the ancillary gods who are also worshipped in the same temple, along with the main deity mentioned specifically by name and invoked first by the oath-taker.[479] Its Greek correspondent is the verb συνναίω '*live*' or '*dwell with*' (lit. '*share the temple*').

As interestingly pointed out by Ritner,[480] the standard oath's invocation formula appears to have survived in literal Greek translation within the magical text 'Curse of Artemisia', one of the earliest Greek papyri from Egypt.[481] In this text the term *ḥtp* used in the Demotic oath's invocation formula significantly corresponds to καθήμενοι, meaning '*sit*'

479 For more on the verb *ʿnḫ* at the beginning of the invocation formula, see Chapter 1, p. 13.
480 Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.
481 P. Vindob. G. 1 (Memphis, late 4th century B.C.), l. 1: "*O Lord Oserapis* (Osiris-Apis) *and the gods who sit with Oserapis* …". For the complete translation of the 'Curse of Artemisia', see Rowlandson (ed.), *Women and Society*, nr. 37, p. 63.

or '*ḏwell*', which is "an intentional, literal counterpart of the underlying Egyptian formula with *ḥtp reside*".[482]

As discussed in Chapter 1, the function of the invocation formula of the oath was to prevent perjury, whereby the god is supposed to listen to the words pronounced by the oath-taker and take revenge for any fraud or lie perpetrated in his name.[483]

3.2.2.2 The Subject Matter of the Oaths (IIb)

What are the disputes and promises disclosed in the temple oaths about?

As noted in the previous chapter (p. 89), the contents of temple oaths are generally of the decisory type and concern private disputes arising from obligations to be fulfiled or actions that should be refrained from (e.g. stealing). They are usually formulated in the past tense but occasionally also in the present tense. The few promissory temple oaths concern either assurance to fulfil a contractual obligation or certain duties in the future or to be loyal to an employer or associate.

The nature of the transactions the disputes and promises were about ranges from loans, leases, purchases, sales, exchanges, pledges, to marriage, divorce, inheritance and other matters relating to property. The majority of these transactions would have been oral, if there was any written proof it was somehow contested or had gone missing. In fact, verbal agreements were the norm, especially when they concerned short-term transactions (Greek: *ephemera*) of movables, and indeed many oaths had to settle disputes about movables.

The amount of a debt is regularly the cause of a quarrel,[484] as are the size, the quantity and the payments of deliveries of barley, wheat or wine.[485] Disputes could also arise over the ownership of animals, in particular cows and donkeys.[486] Oaths dealing with disputes concerning deposits and pledges are also well attested.[487] Property disputes among members of the same family, usually originating from an inheritance,[488] or among spouses at the dissolution of the marriage are also settled through an oath,[489] as well as disputes about the existence or the contents of certain documents.[490]

Oaths dealing with cases of longer-term importance are also attested, such as disputes about houses, pieces of landed property or immobilia in general. Note that while the oaths concerning movables are usually written on ostraca (type A or B ostraca), the oaths

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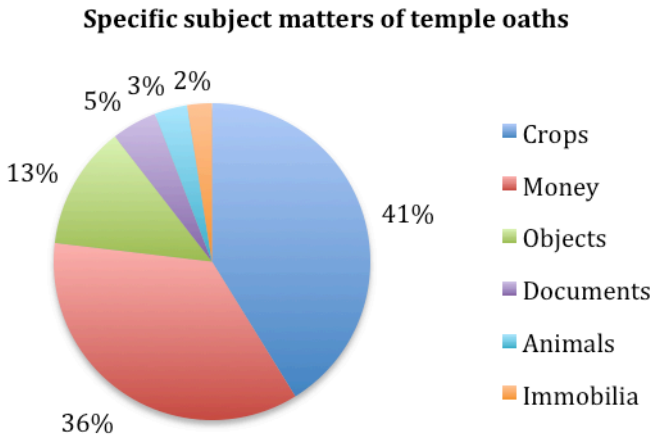
482 Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.
483 See Chapter 1, p. 1-7.
484 See e.g. O. Tempeleide 60, 70, 71, 80, 131, 136, 158, etc.
485 See e.g. O. Tempeleide 94-95, 132-135, etc.
486 See e.g. O. Tempeleide 44-48.
487 See e.g. O. Tempeleide 106-109, 144-145 and O. Tempeleide 170-175.
488 See e.g. O. Tempeleide 28, 122; O. Bodl. Libr. 1188; O. Detroit 74249, etc.
489 See e.g. O. Tempeleide 1-22. These oaths are extensively dealt with in Excursus I, p. 129-132.
490 See e.g. O. Tempeleide 36, 63-69, 149, etc.

concerning immobilia are normally written on papyrus (type C papyri) and kept in family archives for long-term preservation.[491] In a graph this looks as follows:

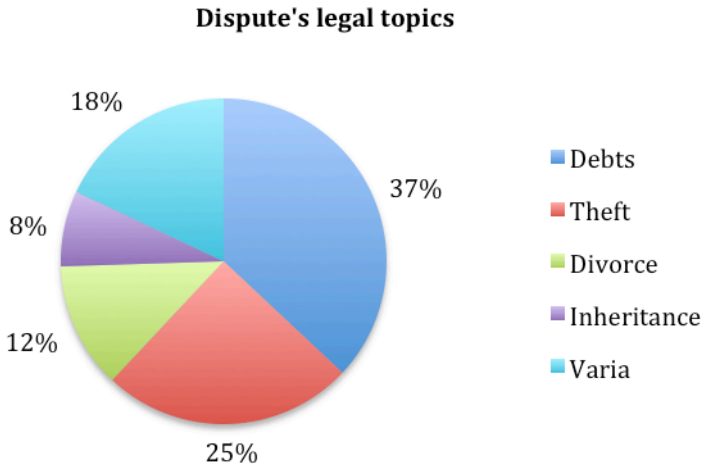


Not surprisingly in an agricultural society, many transactions and thus also disagreements and oaths concerned crops (especially grains such as wheat and barley, but also wine, oil etc.), followed inevitably by money, various objects of daily life (from clothing, especially the valuable *inw*-cloth, and other female dresses to furniture such as beds and doors, and furthermore vessels, pots and bowls), documents, animals and immobilia (houses, fields).

Turning now to the legal topics of most disputes, debts, theft, marriage/divorce and inheritance are the most frequent, with a clear predominance of the first two topics (i.e. crops and issues about money). As already pointed out (p. 91), debts usually originated from sales of movables or loans in kind and money that were only partially repaid or had not been repaid at all, but also from deposits of money or pledges of various objects that were not returned or compensated, and from 'work-contracts' whereby, for instance, the worker still had to be paid for his work or had received too little. Debts could also be part of the inheritance of a deceased family member, the payment of which could either be claimed by outsiders from the heirs who took care of the deceased's unfinished business affairs. As for the other regularly occurring topic, accusations of stealing or misappropriation concerned both money and all kinds of movables/objects (such as grains, clothing, jewelry, furniture, vessels etc.), involving men as well as women. A considerable group of oaths dealing with divorce often include an accusation of theft of money and domestic goods by the former husbands against their ex-wives (see Excursus I below). Other than debts claimed after a family member's death, disputes dealing with inheritance often concerned the subdivision of the inherited goods and

[491] See e.g. O. Tempeleide 34 and 35 (archive of Amenothes, son of Horos) dealing with a dispute about a house, and O. Tempeleide 29 and 30 (archive of Horos, son of Nechoutes) concerning land. For the complete list of temple oaths written on papyri, see below Appendix 3a. These oaths were most probably copied down from an ostracon (type A or B), as is shown by O. Tempeleide 172 A and B bearing the same oath, which survived in both versions, i.e. on an ostracon (172 B) and on papyrus (172 A).

properties among siblings and the precise share each of them believed he or she was entitled to (see template of such an oath in P. Mattha). Other regular topics concerned deliveries of goods or transfer of property and the existence, validity or exact contents of a certain document (e.g. of sale).



How informative actually are the oath-texts on essential data and background?

The wording of the oath (II) and the consequences of taking or refusing to take the oath (IV), which will be discussed below (p. 134 *ff.*), are usually the only sources of information regarding a dispute. Both clauses provide important, complementary information on the essential data, as well the background, allowing us to reconstruct the case. These must therefore be considered together for the complete and full understanding of a dispute. Occasionally, however, the subject matter of a dispute that ultimately led to the taking of an oath is illustrated by other documents; this is often the case with oaths copied onto papyrus and kept in family archives, where other documents in the archive provide the evidence that helps to reconstruct a legal case.[492]

In some instances, the wording of the oath provides most of the essential information about the dispute, while the clause containing its consequences only adds a few complementary facts. This is the case, for example, with O. Tempeleide 72, the subject of whose dispute is already clear from the wording of the oath: the denial of a promise to give security. The nature of the security is revealed by the clause about the consequence of not

[492] See e.g. P. Strasb. 12 (= O. Tempeleide 36), P. Strasb. 8 and P. Grenf. II 35, respectively an oath, a sale contract and a Greek bank receipt, all three related to the same building, i.e a *pastophorion* or accommodation for *pastophoroi*-priests. These texts belong to the archive of Harsiesis, son of Schotes (TM ID: 98). For the complete list of oaths written on papyri, including their subject matter and the archives where they were kept, see below Appendix 3a. See also P. BM Reich 10079 A (= O. Tempeleide 37) and P. BM Reich 10079 D, which is the document of cession (*sḫ n wj*).

taking the oath, which states that the defendant has to give 2 1/2 artabas of wheat to the plaintiff.[493]

In other cases the dispute can only be understood if the consequences for swearing or refusing to swear the oath are taken into consideration. The text of the oath O. Tempeleide 172 A, which has to be taken by Nechoutis, daughter of Nahomsesis, for Psenesis, reads as follows:

Wording of the oath (II)

Invocation formula (a):	"*As Sobek lives, who rests here and each god who rests with him!*
Subject matter (b):	*These are the pledges about which you* (Psenesis) *have litigated with me* (Nechoutis). *There is no money that Nahomsesis, my mother, has given* (i.e. lent), *except* 100 (*deben*) *silver. There is nothing about which she made a promise concerning the pledges*".

While the wording of the oath mentions only the 100 deben silver and unspecified pledges, the consequences of the oath reveal much more, namely the subject matter of the pledges:

Consequences of the oath (IV)

Of taking the oath (a):	*If she* (Nechoutis) *takes the oath which is written above, Psenesis will give her the mirror and Nechoutis will be far from him concerning the other two pledges for the 100* (*deben*) *silver, that makes together* 200 (*deben*) *silver.*
Of refusing the oath (b):	*If she* (Nechoutis) *does not, she will be far from him* (Psenesis) *and the mirror.*

The case may be reconstructed as follows. Apparently, the mother of the oath-taker of 172 A, i.e. Nahomsesis, had promised a loan of 200 ? deben silver to Psenesis. This loan had to be secured by three pledges, one of which was a mirror. This mirror is now claimed by Nechoutis, the daughter of Nahomsesis, for the loan of those 100 deben silver which, according to Nechoutis, her mother had already lent to Psennesis, before she died. This loan was probably denied by Psenesis, who consequently refused to give her the mirror.[494]

The wording of the oath and the consequences of taking and refusing to take the oath, may be tersely formulated and not give all the relevant facts, so the interpretation of the contents of the clauses and of the legal aspects of temple oaths requires caution. Sometimes more than one interpretation is possible, as in the case of O. Tempeleide 25, in which the defendant had to swear the following oath-text:

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493 The same kind of supplementary information, though not crucial for the understanding of the case, is provided for example in O. Tempeleide 75 by the clause with the refusal of the oath, which informs us about the amount of the debt concerned (5 artabas). See Kaplony-Heckel, *Tempeleide*, p. 153-154.

494 The dispute illustrated by O. Tempeleide 172 A is complicated; eventually the parties managed to reach an agreement. On this text, see see Kaplony-Heckel, *Tempeleide,* p. 284-290 and Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, p. 148-158. See also below, p. 154-155.

Wording of the oath (II)

Invocation formula (a):	"*As the Bull of Medamud lives, who rests here and each god who rests here with him!*
Subject matter (b):	*I did not take anything from you, aside from 10 (deben) silver and 1 artaba of wheat*".

Consequences of the oath (IV)

Of taking the oath (a):	*If he takes the oath, he* (the plaintiff) *will be far from him.*
Of refusing the oath (b):	*If he does not, the thing that he* (the defendant) *will reveal, he will give it* (back).

The editor of the text interpreted the amount mentioned in the oath as the one agreed upon independently by the defendant and the plaintiff in a previous agreement.[495] According to this interpretation, the defendant would only be saying that he did not take (i.e. borrow?) more than he was entitled to, while Pestman preferred to see this as a case of theft, in which the defendant had to swear he did not steal more than what was already apparent.[496]

In fact, temple oaths are normally the last act in disputes concerning all kinds of verbal agreements and promises, mostly dealing with affairs of daily life, of which the people involved knew every previous episode, and which therefore did not need to be fully explained in the wording of the oath.[497] Consequently, the disputes that are referred to in the oaths are almost without exception cases with previous, complex histories, which are not recorded in detail in the texts themselves.

For example, in O. Tempeleide 55 a woman claims the salary of her (deceased?) son, who had a 'contract of work' with the defendant. The latter does not contest the existence of that document, but argued that he does not owe any money or grain to the son of the plaintiff. It is not clear whether he meant that the plaintiff's son had already been paid or that he did not complete his work, nor is it clear what their transaction was about.

Important juridical facts can still be gleaned from the oaths, since the greater part of our knowledge of ancient Egyptian law derives from written contracts while the oaths deal with situations where these contracts are mostly absent. For example, an oath concerning a faulty cloth (O. Tempeleide 168) provides information about the consequences should a hidden defect of the sold object come to light, which is never explicitly formulated in the numerous written contracts of sale. O. Tempeleide 178 provides information concerning the sale of

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495 Kaplony-Heckel, *Tempeleide*, p. 67, note 6: "Zwischen den Beklagten und dem Kläger liegt ein Arbeitsverhältnis vor. Dies kann daraus geschlossen werden, dass den Beklagten bei der Rechenschaftablegung ein Freibetrag von zehn Silberlingen und einer Artabe Witzen eingeräumt wird".

496 Pestman, *RdÉ* 16 (1964), p. 220, note 2.

497 In contrast to written contracts. Although one must always bear in mind, even when dealing with written contracts, that "by itself a document gives no more information than its author whishes to convey" and that "the parties to an agreement do not necessarily tell us all the relevant facts and may even mislead us intentionally". See Pestman, in: Geller and Maehler (eds), *Legal Documents of the Hellenistic World*, p. 79.

objects belonging to someone else, while O. Tempeleide 36 illustrates a case when a third person contested the sale.[498]

Summarizing and concluding: besides written contracts, the Egyptian legal practice mainly consisted of oral contracts or verbal agreements. The latter must have been considered sufficient and generally recognized within small communities, such as guilds, villages and towns, even without written record.[499] This was particularly true in the case of transactions concerning movables, such as money, wheat, barley, oil, wine, animals, clothes or small items, for which there usually was no written record. For simple transactions, such as purchasing something to eat or drink, clothes and other small items, one hardly had to have a document drawn up by a scribe.[500] However, even these routine and informal transactions are often the cause of a dispute, as is shown by the great number of decisory oaths taken to solve a dispute arising from such transactions.

In general, the information disclosed by both the wording of the oath and the clause listing the consequences of swearing or not swearing, is needed to reconstruct the legal case behind the oath. Unfortunately, a complete reconstruction of both the oath's specific contents and its background such as the contractual or disputing context from which the oath originates is not always possible. Not only the business arrangements between private parties were often concluded orally but also the oaths were part of an oral procedure, meaning that many facts and details were never recorded. However, important information about law and legal practice in Ptolemaic Egypt can still be gleaned from the hundreds of preserved temple oaths.

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498 As already briefly remarked by Pestman, *RdÉ* 16 (1964), p. 220-221.

499 In addition to official notarial contracts the Egyptians made use of a variety of less formal documents though usually written by scribes with legal experience. See Pestman, *New Primer*, p. 92-93. The Demotic contracts were formulated as the written records of verbal agreements between two parties, but in only few cases this verbal agreement is explicitly mentioned in the contracts: P. Amenothes 14 (ll. 20-21); P. Amenothes 15 (l. 17); and P. BM EA 10413 (l. 11). See Pestman, *Amenothes*, p. 114.

500 On this subject see Manning, *Enchoria* 28 (2002/2003), p. 61.

3.2.2.3 Excursus 1: Oaths dealing with disputes arising from the dissolution of marriage

Up to now a group of 23 published and 2 unpublished Turin ostraca contain temple oaths dealing with disputes between husband and wife at the dissolution of their marriage.[501] The central topic of these texts is the denial of adultery and/or stealing by one of the two parties, in most cases the wife.[502]

Table 2. Oaths dealing with disputes arising from the dissolution of marriage

Texts	Oath-taker	Opponent	Dispute matter(s)
O. Tempeleide 1; 5-14 O. FuB 10, p. 170, nr. 31; p. 172, nr. 32	woman (defendant)	man (plaintiff)	• adultery • stealing
O. Tempeleide 15-17; 20-21	woman (defendant)	man (plaintiff)	• stealing
O. Tempeleide 2; 4	man (defendant)	man (plaintiff)	• adultery
O. Tempeleide 3	man (defendant)	woman (plaintiff)	• adultery
O. Tempeleide 18	man (defendant)	woman (plaintiff)	• restitution of personal possessions (money; things)
O. Turin S. 12702 + S. 12828	woman (defendant)	man (plaintiff)	• restitution of personal possessions (*gtn*-cloth and *swḥ.t*-cooking pot)
O. Turin G. 5	woman (plaintiff)	man (defendant)	• restitution of personal possessions (*inw*-cloths, copper money, objects)

The cases dealing with financial matters mostly concern accusations, made by the husband towards his former wife, of stealing property and money (O. Tempeleide 5-12; 15-17 and 19-20; O. FuB 10, p. 170, nr. 31 and p. 172, nr. 32). The other regularly disputed topic is the husband's refusal to return the dowry or the estranged wife's personal possessions – that she had brought into the marital home – to her (O. Tempeleide 18 and Turin ostraca).

As far as the accusation of adultery is concerned, in only three cases the oath was taken by men and in each case it was specified with whom the adultery had been committed.[503] In O. Tempeleide 2 a man exonerated someone's wife from adultery; in O. Tempeleide 3 a man exonerated himself from adultery with the plaintiff's sister and in O. Tempeleide 4 a man exonerated himself from adultery with the plaintiff's wife.[504]

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[501] O. Tempeleide 1-21; O. FuB 10, p. 170, nr. 31 and p. 172, nr. 32; O. Turin G. 5 and O. Turin S. 12702 + S. 12828, for which see Chapter 5, p. 253-256. Cf. O. Turin S. 12716 + S. 12850 + S. 12885 + G. 30 concerning a dispute about 40 deben between a man and a woman, maybe also at divorce: Chapter 5, p. 257-58.

[502] On O. Tempeleide 1-21, all dealing with 'matrimonial squabbles' and all taken in the name of Montu, as Bull-of-Medamud, see Borghouts, *RdÉ* 33 (1981), p. 11-22 and Chapter 4, p. 201.

[503] One may wonder why in those cases the accused wife did not take the oath herself. Perhaps she was not allowed to do so by the authorities? See Borghouts, *RdÉ* 33 (1981), p. 21, note 78.

[504] O. Tempeleide 3: this case makes the most sense if the man is married to the plaintiff. She accuses him of sleeping with her sister. If that were true she would have a valid argument for a divorce and her husband

In the majority of the cases, however, the oaths were taken by wives who had to defend themselves against the accusation of having been unfaithful in general, without any further specification. The standard oath-text dealing with the denial of adultery by an accused wife is illustrated by O. Tempeleide 1: "*I have not slept with nor have gone to another man since I married you* (lit. '*I came sitting with you*')[505] *in year* 22 *till today*". This clause for denial of adultery often occurs in combination with accusations of stealing (*ỉ3j* lit. '*to take*') for which a standard clause was also used, e.g. O. Tempeleide 7: "*Since I have married you until today, I have not stealthily taken* (something) *from you, I have not stolen from you, I have not stealthily done anything against you, for more than* 20 (*deben*) *silver* (i.e. dowry/bride wealth). *I have not slept with a man when I was married with you. There is nothing of yours in my hand apart from the things which I had brought at the time* (with me) *for you*".

If the wife did take such an oath, presumably pressured into it by her husband, she was deemed innocent of the accusations with which she was charged (adultery and/or theft). If it became apparent that the husband had falsely accused his wife, due to her taking the required oath, he had to compensate her anyway, as illustrated by O. Tempeleide 1: '*If she takes the oath, he will be far from her and he will give her* 4 *talents and* 100 (*deben*) *silver* (i.e. dowry/bride-wealth)'. In contrast, if she refused to take the oath, she was found guilty. If she was found guilty of stealing, she had to reveal the goods or the money she had taken and these would be deducted from what the husband had to repay to the divorcée, e.g. O. Tempeleide 6: '*If she refuses to take the oath, she will deduct those things she will declare from the* 2 *talents and* 50 (*deben*) *silver* (i.e. dowry/bride-wealth)'. Another option is that she had to return the goods and/or the money that she had taken away, as illustrated by O. Tempeleide 5: '*If she refuses to take the oath, she will give back the things she will reveal, according to the text of the oath*'.

From the examples above it is fairly easy to identify a pattern. Firs, accusations of adultery and theft are prevalent. Second, in all but a few cases, a woman is the accused party. Third, women are accused of adultery in general, men of adultery with specific women, mentioned by name. A likely reason why husbands so often claimed their wives' infidelity and stealing as the reason for divorce, and by doing so pressured their wives into a decisory oath, becomes clear when studying these oaths within the context of marriage and divorce in ancient Egypt, and their consequences regarding property.

Marriage settlements concerned only economic matters, namely, stipulations pertaining to property on behalf of the wife and any children resulting from the marriage.[506] At the time

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would have to meet his financial obligations. Note that the accusation is not adultery in general, but adultery with a specific woman.

505 On this expression, see Clère, *RdÉ* 20 (1968), p. 171-175

506 In Ancient Egypt marriage was usually a private matter. There is no indication that there was any legal or religious ceremony to formally endorse the marriage. The marriage settlements were never drawn up to prove the legitimacy of the marriage nor did they need to be contracted at the time of the union. Moreover, statements of a personal nature were also not included therein, so they were not intended to establish the personal rights and responsibilities of either party. On this matter, see Pestman, *Marriage*, p. 6-7.

of or after the conclusion of a marriage, parties could enter into an agreement to settle various legal aspects (rights and obligations) pertaining to property and put the agreement in writing.

Different kinds of deeds were used for this purpose from the 22nd dynasty onwards: Pestman divided them into deeds of type A, B or C, each with its own peculiarities.[507] Only the proprietary and alimony rights the wife was entitled to in case of divorce will be considered here. In the deeds of type A the amount of the so-called *šp n s. ḥm.t* ('*bride-wealth*') was recorded which the husband had to pay to his wife; also, the goods the wife had brought into the marriage (*nkt.w n sḥm.t* '*goods of a woman*') and their value were listed.[508] In the type B deeds the dowry (*ḥḏ n ir ḥm.t* '*money in order to become a wife*') was established, i.e. a sum of money the wife paid to the husband; in the deeds of type C the size of the wife's alimony (*sʿnḫ* '*maintenance*') was stipulated, and the entire property of the husband was pledged to guarantee his obligations in this regard.[509]

Either party could end the marriage whenever they wished. In most cases it was the wife who left the husband's house. If a husband repudiated his wife, many consequences followed with regard to property. First, the wife took her possessions along with her, that is to say her private property (*nkt.w n s.ḥm.t*) that she had brought into the marital home. Second, if her husband was unable to return the objects of her *nkt.w n s.ḥm.t*, he had to give her the equivalent in money, without claiming that she did not bring those possessions to the marital home and without putting her to an oath in the court of justice to swear (and thus prove) that she did.[510] Moreover, at the dissolution of the marriage the wife could dispose of the *šp,* which became over the course of time a fine the husband owed to his estranged wife if he repudiated her pending certain conditions, a development with important implications for our temple oaths.[511] Finally, if a type B deed had been drawn up, she could also claim her dowry (*ḥḏ n ir ḥm.t*) back and, in the case of a deed of type C, her alimony (*sʿnḫ*) and a third of conjugal property.[512]

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[507] Pestman, *Marriage*, p. 21 ff; see also p. 179-180. A fourth type of deed, type Z (*ibidem*, p. 181), is not considered here; there, the man put down in writing that his wife was free to marry again after the divorce.

[508] The *šp* consisted of a sum of money and on occasion also a quantity of grain. The *nkt.w n s.ḥm.t* consisted of clothing, ornaments, mirrors, even beds See Pestman, *Marriage*, p. 108 and 94 respectively.

[509] The payment of the *ḥḏ n ir ḥm.t* was not always made in money, but could also be made in kind: Pestman, *Marriage*, p. 102. The *sʿnḫ* could be paid in kind (food and clothing) or money: *ibidem*, p. 107.

[510] As stated in the following clause in marriage settlements: "*I will not be able to impose an oath upon you in the court of justice about your nkt.w n s.ḥm.t abovementioned, saying: you have not really brought them with you to my house*". According to Pestman, *Marriage*, p. 98 this stipulation was intended "to safeguard the wife, in anticipation, from the burden which the taking of an oath and the legal process accompanying it undoubtedly would involve" and it perhaps was "the result of the fact that it is not always possible for the wife to prove her right to her *nkt.w* by means of a deed containing a list of them". See also Rowlandson (ed.), *Women and Society*, p. 161-162 and Lippert, Barta et al. (eds), *Lebend(ig)e Rechtsgeschichte* (forthcoming).

[511] The *šp* (*bride-wealth*) of type A deeds was originally paid in the 22nd dynasty by the bridegroom to the bride's father at the beginning of the marriage. From the end of the 26th dynasty onwards, however, it was paid to the bride herself. Until about 230 B.C. she received this *šp* when entering into marriage, but thereafter she only disposed of it at the dissolution of the marriage. See Pestman, *Marriage*, p. 110 ff and 156.

[512] Pestman, *Marriage,* p. 90-114.

In summary, if the husband repudiated his wife, either because he wanted to marry somebody else or for some other reason, he had to return her possessions (*nkt.w n sḫm.t*) and her dowry (consisting of the *ḥḏ n ir ḥm.t*) or pay her alimony (*sᶜnḫ*). Additionally, he also had to pay out her *šp* ('*bride-wealth*'), as a fine. However, a husband who sought a divorce could be exonerated from this fine if his wife had not fulfiled her matrimonial obligations, namely being sexually faithful to her husband. This meant that proving a wife's unfaithfulness was financially attractive in the case of a divorce. Moreover, if the man could show that the wife had taken or stolen goods in excess of a certain amount, he could apparently deduct that amount from the *šp* or the dowry he had to repay, although it is not explicitly stated in the marriage settlements, except in one case.[513] This meant that proving a wife's theft of matrimonial property was financially attractive, much like the accusations of adultery. Furthermore, at times the husband, who had to return his divorcing wife's dowry and personal possessions, seems to refuse to do so, claiming that he had not really received the dowry in the first place or that he had already returned her possessions, or their equivalent[514] (as we have seen, a standard stipulation in the marriage settlements prevented him from accusing his wife of not having brought them to his house at all).

Returning now to the oaths about adultery and theft, we may draw a few conclusions concerning marriage and divorce and their consequences with regard to property. As previously pointed out, a marriage settlement was very advantageous to a woman: should they divorce, her husband had to pay a considerable amount of money if, at least, she was not the cause of the dissolution of the marriage. In particular the repudiation of a wife had financial implications for the husband, part of which could be avoided or considerably reduced if the repudiation of the wife was due to adultery committed by her, or by proving that she had been dishonest about financial matters and property. In doing this, Egyptian men probably made use of the general and socially accepted prejudicial idea that women were inclined to commit adultery and squander (matrimonial) property, as illustrated for example by the characterization of women in Demotic wisdom texts. In this genre the reader is warned repeatedly about adultery committed by his wife and financial mismanagement is posited as a feature of most women.[515] Also, in Abnormal Hieratic marital property arrangements adultery is labeled as the 'great sin of a woman'.[516] This may be the reason why in the temple oaths women and not men are usually the ones who have to defend themselves against such accusations. Even when (rarely) a man has to take an oath on adultery, he is not always the accused: he is either acting as a witness (O. Tempeleide 2) or is swearing that a married woman did not sleep with him or another man (O. Tempeleide 4).

513 *Ibidem*, p. 56, 75 and 155-156.
514 Respectively O. Tempeleide 18 and O. Turin G. 5 and O. Turin S. 12702 + S. 12828.
515 Dieleman, *SAK* 25 (1998), p. 7-46, especially p. 15 ff.
516 See e.g. P. Louvre E 7846 and P. Louvre E 7849 (ex. 32 in chapter 2, p. 65).

3.2.3 The Consequences of the Oath (clause IV: a, aa, b)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	**Consequences of the oath (a, aa, b)**	VIII	Archival Notes (a, b)

The standard clause IV refers to the consequences of decisory oaths from both Thebes and Pathyris, respectively of taking the oath (IVa) or refusing to take it (IVb).[517] These consequences are determined beforehand as a conditional verdict and written on the ostracon (part of the scribal oath formula). Both IVa and IVb are conditional sentences consisting of two components, an if-clause (protasis) and a then-clause (apodosis).

In Theban oaths the consequences of the oath often occur after the assertion of truth (clause III) as outlined in Table 1, while in oaths from Pathyris clause III is only attested once, directly after the wording of the oath (clause II). Most temple oaths include both consequences, of taking or refusing to take the oath. In a few cases, only one of the consequences, mostly of taking the oath, is recorded; on rare occasions, no consequence is included in the oath-text at all. Temple oaths with only one or no consequence recorded are special cases and will be dealt with separately below.

Finally, as previously pointed out, clause IV often provides useful additional information for a clearer understanding of the dispute leading to the temple oath, along with the actual wording of the oath (clause II). This additional information can concern either the contents of the dispute itself or the procedure underlying the disputing process and the oath-taking.

[517] Clause IV does not occur in promissory oaths. See above, p. 105. O. Tempeleide 61 must be reckoned among the assertory temple oaths as well (against Kaplony-Heckel, *Tempeleide*, p. 132).

3.2.3.1 The Consequences of Taking the Oath (IVa)[518]

The designated oath-taker becomes the winning party when he actually takes the decisory oath that has been imposed upon him or her, meaning that his opponent automatically becomes the losing party. The specific consequences of taking the oath for both parties are stated beforehand in clause IVa, of which the basic formula, including the protasis and the *incipit* of the apodosis, usually reads as follows:

Components of IVa	Demotic oaths	Greek oaths
Protasis (if-clause)	*iw=f ir pȝ ʿnḫ* *If he takes the oath*	• ὀμόσαντος αὐτοῦ *After swearing / if he swears the oath* • ἐάν or ἐἰ + ὀμνύῃ *If he swears the oath*
Apodosis (then-clause)	*mtw=f* + infinitive *he will …* (various consequences)	infinitive *he must …* (various consequences)

While no other grammatical construction is known in the protasis of Demotic oaths other than *iw=f ir* (conditional particle *iw* + suffix pronoun + infinitive), the Greek oaths provide a construction with either the *genitivus absolutus* or the particles ἐάν and εἰ followed by the conjunctive of ὀμνύω *to swear*. The *genitivus absolutus* can be used with an aorist participle (for example ὀμόσαντος αὐτοῦ, of which the literal translation would be: '*after having sworn the oath*'), or with a present participle (for example ὀμνυόντων αὐτῶν: literally '*while swearing*').[519] However, both participles, despite the different tenses (aorist or present), are mostly translated with: '*if swearing*' or '*if he swears the oath*', stressing the conditional feature. The constructions ἐάν + (Greek) conjunctive and εἰ + (Greek) conjunctive appear each once in the sources.[520] The apodosis in Demotic oaths is introduced by the (Egyptian) conjunctive *mtw=f* (+ infinitive), expressing the result of a preceding conditional clause, with future meaning while in Greek oaths it consists of a verb in the infinitive, expressing iussive force (i.e. a cautious variant of the imperative).[521]

The identity of the grammatical subject of the protasis and the apodosis is not always immediately evident in the formulary. This is especially true in Demotic oaths when the oath-taker and his opponent are of the same gender. Note, however, that the person meant in the protasis (*iw=f*) is always the oath-taker, while the person meant in the apodosis (*mtw=f*) can be either the oath-taker or his opponent.

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[518] Although most oaths include both clauses IVa and IVb, only the former will be discussed here. This is done to provide a general overview of the various possible scenarios for each clause and transcending the singular case.

[519] O. Tait Bodl. 274 and Wilcken Chrest. 110 A (aorist participle); O. Tait Bodl. 275 (present participle).

[520] Respectively O. Tait Bodl. 275 and O. Wilcken 1150. Is this a conjunctive futuralis, emphasizing that the swearing of the oath will occur in the future, i.e. after the redaction of the oath-text?

[521] On the future orientation of the conjunctive, see Borghouts, *ZÄS* 106 (1979), p. 14 *ff.*

Usually, most consequences affect the party losing the case (who in clause IVa is always the opponent of the oath-taker). It is these consequences that are listed first and foremost in the oath formula. These are discussed below. From a juridical point of view, either party can be the defendant or the plaintiff in any dispute. For the sake of clarity, in the discussion of clause IVa, we will distinguish between the oaths with the defendant as the oath-taker (IVa case 1) and those with the plaintiff as the oath-taker (IVb case 2).

The defendant as the oath-taker (IVa; case 1)

Most temple oaths are taken by the defendant. As already pointed out (p. 115), the onus of proof in a given dispute rested with the plaintiff: if he wanted to have any chance of being proved right in his accusation towards his opponent and having his subsequent claims fulfiled without any sufficient and verifiable evidence (for instance documents) to corroborate his demands, he had to impose an oath upon the defendant. The latter usually had to swear that he was innocent of whatever he was accused of by the plaintiff, or that he had already fulfiled his obligations towards him. If indeed the defendant took the required oath, several consequences could follow for both the plaintiff and the defendant himself. The most common ones are charted in the overview below and will be discussed here briefly.

Table 3. Consequences of taking the oath (Case 1, oath-taker: defendant)

Protasis (if-clause)	*If he* (the defendant) *takes the oath*
Apodosis (then-clause)	I. Consequences for the opponent (plaintiff), losing the case:
	• he will 'move away' (*wj*) from the oath-taker/defendant • he will give (*dj.t*) items or pay money (*mḥ; dj.t ḥḏ*) to the oath-taker/defendant • he will deal with a specific legal authority • varia, depending on the specific context
	II. Consequences for the oath-taker (defendant), winning the case:
	• he will be 'set free' (ἀπολύεσθαι) from paying or returning the money or object claimed by the plaintiff • he will have to pay less than what the plaintiff has claimed • varia, depending on the specific context

The first, implicit consequence if the defendant swears the oath imposed upon him, is that he wins the case and the more explicit one is that his opponent, the plaintiff, the losing party, will *move away from him* (Demotic: *wj*), e.g. O. Tempeleide 25, a purgatory oath against the accusation of theft: '*If he* (the defendant) *takes the oath, he* (the plaintiff) *will move away from him* (the defendant)'. The literal translation of the Demotic term *wj* '*to move away, to be far*' means actually that the plaintiff withdraws his claims or charges and any proceedings against the oath-taker, i.e. the defendant. Its Greek counterpart in the oaths seems to be the verb

ἀπολύω '*to set free, to release*', used especially in the passive form, as attested in O. Tait Bodl. 273, 274 and 275: ἀπολύεσθαι '*to be set free*'.[522]

The term *wj* is significantly also used in the Ptolemaic Period for indicating a deed of cession or renunciation, a *sḫ n wj* (lit. a '*document of being far*'), i.e. a quitclaim, by which a person gives up his claims upon the matter disputed or sold, and acknowledges the rights of his opponent.[523] Seidl previously suggested that perhaps the use of the term *wj* in the oaths also meant that the losing party actually had to make a deed of cession or renunciation in favour of the winning party.[524]

That very fact is not only explicitly formulated in some of the oaths,[525] but also in one exceptional case both the oath and the separate deed of cession made by the adversary after the oath-taking are preserved in a family archive.[526] Also, P. Grenf. I 11, dealing with the oath procedure, attests that after the oath-taking ceremony at the temple, the losing party of the dispute indeed makes a συγγραφὴ ἀποστασίου for the winning party, which is the Greek counterpart of the Demotic phraseology *sḫ n wj*.[527]

Usually, the object of the cession was mentioned explicitly. Some oaths simply state that the plaintiff '*will move away*' from the oath-taker, i.e. the defendant, as far as everything mentioned in the wording of the oath is concerned (e.g. O. Tempeleide 161: several objects) while others specify that the plaintiff had to give up his claims concerning a particular matter (e.g. O. Tempeleide 36: a place and the document of payment related to its sale).

In some disputes, the plaintiff losing the case had to give specific items or pay a certain amount of money to the defendant. At times, the latter is a restitution of items or money belonging to the defendant in the first place or to which the defendant was somehow entitled. An example is O. Tempeleide 1, in which the former wife, after swearing she did not commit adultery, received the dowry to which she was entitled at the dissolution of the marriage (see Excursus I above).[528]

On occasion, the plaintiff had to deal with the authorities, for example the *strategos*, as in O. Tempeleide 214 about an accusation of housebreaking. The mention of an intervention by the *strategos* or other officials occurs more often, especially when the oath-taker refuses to

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522 Liddell and Scott, *Lexicon*, p. 208: ἀπολύεσθαι '*to be set free*' (+ genitive), frequent in a legal sense. For example: ἀπολύεσθαι τῆς αἰτίης '*to be acquitted of the charge*'.

523 About the deeds of cession in general (Demotic: *sḫ n wj*; Greek: συγγραφὴ ἀποστασίου) see Depauw, *Companion*, p. 143; for cessions as withdrawals after judgement see Allam, *EVO* 17 (1994), p. 19-28.

524 Seidl, *Eid*, p. 9 and p. 80. See also the case of P. Louvre E 3228c (ex. 40 in chapter 2, p. 70).

525 O. Tempeleide 44 = O. Leiden 284, for which see Nur el-Din, *Ostraca Leiden*, p. 228-230: '*If he takes the oath, … Tasemis and Artemon will move away from him concerning the cow (and) Snachomneus will make a cession for them concerning the rest (of the) things (of) Heriophmois*'. A similar clause occurs in O. Tempeleide 32: '*If he takes the oath, she will give 3 talents for the farmland on the island and the scribe will make a document concerning this, and he will move away from her*'. See also O. Tempeleide 67 (= P. Adler 19), an oath dealing with a dispute about such a document of cession.

526 The oath is recorded in P. BM Reich 10079 A (= O. Tempeleide 37), while the deed of cession is preserved on P. BM Reich 10079 D. See also note 492, p. 125 and Pestman, *Amenothes,* p. 106, note 1.

527 On P. Grenf. I 11, see Chapter 4, Appendix 1 (§ 4.5.1).

528 For the context of this oath and similar ones, see above Excursus I, p. 129-132.

swear the oath.[529] It is usually the losing party, *in casu* of O. Tempeleide 214 the plaintiff, who must appear before the authorities, whose task was probably to state a specific legal consequence, maybe a penalty, and make sure the losing party acted accordingly.[530]

In disputes about debts, by taking the oath the defendant could prove that he had already repaid part of the original debt, which resulted in paying less than the amount claimed by the plaintiff (e.g. O. Tempeleide 60, about a debt in kind, and O. Tempeleide 151 about money), or that the debt had already been settled (e.g. O. Tempeleide 147 and O. Tait Bodl. 274).

The plaintiff as the oath-taker (IVa; case 2)

Oaths sworn by the plaintiff are rare. If, however, the oath-taker is the party who claims something from someone else, the general consequence of swearing is that the losing party will have to give what was claimed. Fewer female plaintiffs take an oath than males; also, when they do, they usually claim personal possessions back from their divorcing husbands or are involved in a dispute with another woman.

Table 4. Consequences of taking the oath (Case 2, oath-taker: plaintiff)

Protasis (if-clause)	*If he* (the plaintiff) *takes the oath*
Apodosis (then-clause)	I. Consequences for the opponent (defendant), losing the case:
	• he will give (*dj.t*) whatever the oath-taker/plaintiff has claimed, at times with an additional fine • varia, depending on the specific context
	II. Consequences for the oath-taker (plaintiff), winning the case:
	• no explicit consequences stated • implicit consequence: he receives what he has claimed (see above I)

So, for example, a divorced woman had her personal possessions returned to her by her former husband, including an expensive cloth, that she had brought into the marital home, or its counter-value, if she swore that he did not yet give back those things, e.g. O. Turin G 5: '*If she* [*takes the oath, he will pay/give her back*] *this inw-cloth* [(*and the other things mentioned above*)]'.[531] In a dispute dealing with payment for a delivery of wheat and castor oil, the plaintiff received his product back from his opponent by swearing that the products had already been delivered by him but not yet paid for by the recipient (despite a promise to do so). This can be inferred from clause IVa in O. Tempeleide 78: '*If he* (the plaintiff) *takes the*

[529] See for instance O. Tempeleide 100, 140 (*strategos*) and O. Tempeleide 207 and O. Wilcken 1150 (*epistates*). For the complete list of the oaths wherein specific authorities are involved if the oath was refused, see Chapter 4, p. 217.

[530] For more on the role of the *strategos* and other authorities in the oath procedure, see § 4.1.3 and p. 235.

[531] For O. Turin G. 5 see also p. 129 and Chapter 5, p. 253-254.

oath, Horus and his brothers will give (back) 2 *artabas of wheat and* 1/6 (*artabas*) *of castor oil*', which was exactly the same quantity and the same products that had been delivered.

The restitution of the claimed object to the plaintiff who did take the oath could also include an additional fine, as described in O. Tempeleide 198, dealing with a dispute about an oven: '*If she takes the oath, Kalibis will give the oven to Tathur* (and Kalibis) *will give* 13 (*deben*) *silver to her* (and) *as interest* (another) 2 (*deben*) *silver, makes* 15 (*deben*) *silver, at the taking back of the oven*'.[532]

3.2.3.2 The Subsidiary Oath: 'Oath of Credibility' (IVaa)

In about thirty temple oaths[533] a new clause is added directly after the *protasis* of clause IVa, in which a different person (F) from the oath-taker mentioned in the protocol (A), but most often related to him, has to swear an oath to A's credibility (clause IVaa: subsidiary oath or 'oath of credibility'). The subsidiary oath is an oral formula, its wording being spoken aloud during the oath-taking ceremony at the temple as well, as can also be inferred by the regular mention of F, along with the main oath-taker A, in the postscript.[534] Clause IVaa, along with its components, runs as follows:

Clause	Components	Demotic oaths		Greek oaths
IVa. Consequences of taking the oath	Protasis (1)	*iw=f ir pȝ ʿnḫ* *If he* (= A) *takes the oath*		ὀμόσαντος αὐτοῦ *After swearing/ if he swears the oath*
IVaa. Subsidiary oath	Introductory formula	Protasis (2)		Exhortative sentence
		mtw F *ʿrḳ r ḏrṯ=f* (*ḏd*) (and) *if* F *swears into his hand* (saying)		συνομνυέτωσαν let F *also* (have to) *take an oath* (that)
	Wording	Thebes	• *pȝ*(*j*) *ʿnḫ ʿnḫ mȝʿ pȝj* *the/this oath is a truthful oath* • *ʿnḫ* (n) *mȝʿ.t* *oath* (*of*) *truth*	ἀληθῆ τὸν ὅρκον εἶναι *this oath is true*
		Pathyris	(*ʿnḫ*) *mȝʿ pȝj* *this* (*oath*) *is truthful*	not attested

The shorter version of the subsidiary oath consists of the clause introducing such an oath (Demotic: an if-clause or *protasis* as in clause IVa; Greek: main sentence with an exhortative conjunctive) without recording its actual spoken text or wording. An example is O. Tempeleide 168 (about the sale of a bad quality *inw*-cloth): '*If she* (the defendant) *takes the*

532 This oath contains only clause IVa. About special cases like this, see below, p. 145.
533 See below, note 536 and Appendix 4a.
534 See the section dealing with the postscript (clause VII) below, § 3.3.4.

oath, he (the plaintiff) *will be far from her, and if her son swears into her hand,*[535] *he* (Nekht-Anoupis) *will be far from him* (the son) *too*'.

The longer version also gives the actual text of this subsidiary oath, of which two (slightly different) variants are known according to the provenance of the oath, Thebes or Pathyris. The most common Theban formula runs as in O. Tempeleide 43 (purgatory oath against accusation of theft): '*If she takes the oath, and if her husband Herieus swears into her hand saying: "This oath is a truthful oath", they will be far from her*'.

We do not know whether the person who takes the subsidiary oath actually repeated the text of the 'main' oath, word for word, as seems suggested by the formulary in O. Tempeleide 168, or whether he just confirmed its truthfulness, as in O. Tempeleide 43. It is possible that the formula "*This is a truthful oath*" (or its variant), was a regular part of the oral enactment of the subsidiary oaths, a standard formula which sometimes, perhaps for the sake of brevity, was not written down, but still pronounced aloud. In this case the formula of the subsidiary oath in the abovementioned O. Tempeleide 168 should be seen as a summary rendition of the formula in O. Tempeleide 43. A similar case occurs with the 'Assertion of truthfulness' (clause III: see optional clauses below), probably also a regular part of the oath-taking ceremony, although not always recorded in the oath-formulae. The two clauses, III and IVaa, are similar, but they are pronounced by two different persons, namely the oath-taker and the oath-helpers respectively.

The subsidiary oath occurs in a small group of temple oaths, both from Thebes and Pathyris, and its takers are usually family members of the oath-taker.[536] In modern oath terminology they are referred to as 'oath-helpers' (less frequently as 'conjurators' or 'compurgators'), due to the main oath-taker being the defendant taking a purgatory oath. Occasionally, the latter is said to introduce (Demotic: *in* '*to bring*') the taker of the subsidiary oath.[537]

The reason why oath-helpers were asked to supply an oath of credibility testifying to the truthfulness of the oath of their relative is unknown. It is also not clear who required them to swear a subsidiary oath, whether it was the main oath-taker himself as the occasional use of the verb *in* '*to bring*' seems to suggest, the plaintiff or the legal authority taking part in the dispute resolution and perhaps also imposing such an additional oath.

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[535] This is the literal translation of the Demotic expression *m/r ḏr.ṯ* '*into the hand*' which, in the context of the oaths, means 'joining in with' swearing the oath, or to swear 'on behalf of' someone. See also Erichsen, *Glossar*, p. 644 with the following translations of *r ḏr.ṯ* as '*in der Hand*', '*bei*', '*mit*'.

[536] Demotic oaths including clause IVaa: (1) Theban area: O. Tempeleide 43, 44, 47, 63, 67, 96, 120, 128, 137, 145, 164, 165, 168 (?), 174, 187 (?), 190, 200 (?), 211, 215; O. FuB 10, p. 135, nr. 1 and p. 174, nr. 34; O. P. L. Bat. 26, 57; O. Enchoria 21, p. 44, nr. 44 and (2) Pathyris: O. Tempeleide 4, 30; O. Turin S.12778 + S. 12875. Greek oaths: O. Wilcken 1150 (Thebes). On the family connection of the takers of the subsidiary oath to the person who swears the 'main' oath, see Appendix 4a.

[537] O. Tempeleide 145, 215. Perhaps also O. Tempeleide 200, as suggested by Vleeming, *Ostraka Varia*, p. 134, note 20.

One can suppose that the oath-helpers were in some way either informed of, or perhaps even involved in, the disputed facts and consequently examined about them, for example by the legal authority.[538] However, it is more likely that they knew the main oath-taker well, and therefore served as a character witness (which would explain the choice of relatives), and wished, or were required, to confirm his credibility by testifying under oath to his truthfulness. Oaths of credibility supplied by oath-helpers are attested in many other legal systems of the Ancient Near East;[539] and there are marked resemblances to a similar use of subsidiary oaths, for instance, in the early common law of medieval England[540] and among Bedouin tribes today, where in important cases the oath by the defendant alone is not considered sufficient, so that other men of his family or tribe have to support his oath and swear with him.[541] Whether the presence of oath-helpers in the temple oaths was also somehow related to the contents of the disputes (or is it perhaps to be seen as a sign of weakening of the oath?), and who exactly asked for their support, will be discussed below in chapter 4 about the legal procedure.

In short, oath-helpers were there to confirm the truthfulness of the main oath and therefore were also liable to potential supernatural sanctions (and earthly consequences). We agree with Seidl in seeing the subsidiary oath as "in nuce ein neues Eidesprogramm"[542] instead of seeing its takers as simply "Eidhelfers".[543] Even the terminology introducing the subsidiary oath (Demotic: *ꜥrḳ r/m ḏrṯ=f* '*to swear into his hand*') seems to emphasize the connection between the oath-takers of the main oath and the subsidiary oath respectively (physically connected by taking hands: *ꜥrḳ m ḏrṯ*) as both being subject to divine punishment should they commit perjury.[544]

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538 Note the difference between the involvement and responsibility of family members in for example O. P. L. Bat. 26, 57 and a similar Greek oath O. Wilcken 1150 about inflicting injuries: in the former only a man is suspected of committing the offence, while his wife and son, probably as persons informed of the facts, or merely testifying to their relative's credibility are oath-helpers. On the contrary, in the Greek specimen two brothers are both suspected of being responsible for committing the offence and thus both have to swear the 'main' oath as alleged partners in crime. On the latter, see above, p. 113 and note 440.

539 For more on this matter, see for instance M.B. Hoffman, *The Punisher's Brain: the Evolution of Judge and Jury* (2014), p. 234 ff. and A.W. Baan, *The Necessity of Witness* (2015), p. 62 ff.

540 See H.J. Liebesny, *The Law of the Near and Middle East: Readings, Cases and Materials* (1975), p. 252.

541 *Ibidem*, p. 252-253.

542 Seidl, *Eid*, p. 10.

543 Kaplony-Heckel, *Tempeleide*, p. 28.

544 Cf. the phraseologies *šp ḏr.ṯ n* NN '*to stand security/surety for* NN', '*to guarantee* NN' and ir/dj.t šp *ḏr.ṯ n* '*to provide/give guarantee for*' (*CDD* 93). See also F. de Cenival, *Cautionnements démotiques du début de l'époque ptolémaïque* (1973), p. 137-143.

3.2.3.3 The Consequences of Refusing to Take the Oath (IVb)

The consequences for the party who refuses to swear and his opponent are described in clause IVb, of which the basic formula generally runs as follows:

Components of IVb	Demotic oaths	Greek oaths
Protasis	• *iw=f stȝ r tm ir=f* *If he refuses to take it* (the oath) • *iw=f tm ir=f* *If he does not take it* (the oath)	• μὴ ὀμόσαντος (αὐτοῦ) δέ *After not swearing/if he does not swear the oath* • ἐάν or ἐὶ μὴ + ὀμνύῃ *If he does not swear the oath*
Apodosis	*mtw=f* + infinitive *he will …* (various consequences)	infinitive *he will/must …* (various consequences)

The essential syntax and grammar of clause IVb are the same as clause IVa (for which see the previous section), with a few additional remarks about the protasis of Demotic oaths in IVb. As pointed out by Donker van Heel, the verb *stȝ* in a juridical context is commonly used when someone withdraws a statement, a document or himself; in the last case the verb is used reflexively.[545] Accordingly, the literal translation of the protasis of clause IVb would be '*if he withdraws in order not to do it* (i.e. to take the oath)', freely translated '*if he refuses to take the oath*'.

Again, the person in the protasis (*iw=f*) is always the oath-taker, while the person in the apodosis (*mtw=f*) can either be the oath-taker or his opponent. Here too, the consequences fall onto the shoulders of the losing party (in clause IVb always the oath-taker) and will therefore be addressed first in our discussion and tables below. From a juridical point of view, either party can be the defendant or the plaintiff in a given dispute. Again, in our discussion, we will distinguish between cases where the defendant takes the oath (IVb, case 1) and where the plaintiff does this (IVb, case 2).

***The defendant as the oath-taker* (IVb; case 1)**

If the party required to take the oath is the defendant (which is mostly the case), and refuses to do so, he loses the case. The consequences depend on the dispute itself, and the claims by the plaintiff, so they must be considered on a case-by-case basis; others occur regularly and can be summarized in the table below.

[545] Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 98-99.

Table 5. Consequences of refusing to take the oath (Case 1, oath-taker: defendant)

Protasis (if-clause)	*If he* (the defendant) *refuses to take it* (the oath)
Apodosis (then-clause)	I. Consequences for the oath-taker (defendant), losing the case:
	• he will give (*dj.t*) or pay for (*mḥ*) the object claimed by the plaintiff • he will reveal (*wnḥ* /*hn*) what he has actually stolen • he will deal with a specific authority • varia (depending on the specific dispute's context and plaintiff's claims)
	II. Consequences for the opponent (plaintiff), winning the case:
	• varia, depending on the specific context and claims of the plaintiff (implicit consequence: he receives what he has claimed, see I above) • he will take an oath on the value of the object he claims (estimatory oath)

One of the most common and straightforward consequences for the defendant refusing to take the oath is that he, as the losing party, has to hand over – or pay for – a specific object claimed by his opponent. The object itself or its equivalent value has to be given to the plaintiff as payment for an original debt or pledge (respectively O. Tempeleide 75 and 174), or be returned (O. Tempeleide 186), even paid for instead (O. Tempeleide 177), after having been stolen.

Often, after refusing to take a purgatory oath[546] about theft, the defendant still has to reveal what he has actually stolen from his opponent. This was required in order to define the rights of the plaintiff and state exactly which objects, or equivalent value, the latter was entitled to.[547] For instance, in the oaths about disputes between husband and wife at the dissolution of their marriage, we have seen that the husband often accused the divorcing wife of stealing.[548] If she refused to take the oath in order to deny these accusations, she was automatically found guilty and had to specify the goods or the money she had actually taken. One of the consequences was that she either had to return the goods and the money she had 'stolen' or their value would be deducted from what the husband had to pay her upon divorce, as in O. Tempeleide 15: '*If she refuses to take the oath, she will give the things she will reveal* (having stolen)' and O. Tempeleide 19: '*If she refuses to take the oath, she will deduct those things she will declare from the* 500 (*deben*) *silver mentioned above*'. Similar purgatory oaths with

546 For the definition of purgatory oaths (German: 'Reinigungseide'), see Chapter 1, p. 19.

547 The terms in the original texts are *wnḥ* in Thebes and *hn* in Pathyris, which can be translated as '*to reveal*', '*to declare*', '*to clarify*'. See also Kaplony-Heckel, *Tempeleide*, p. 43: *wnḥ* translated with '*offenbaren*' or '*eingestehen*' and *hn* with '*zunicken*' or '*zustimmen*'. For the use of these Demotic terms in purgatory oaths, see above. For their occurrence in other types of oaths, see for instance O. Tempeleide 56, 103, 104, 107, 122, 143, 150, 152, 157, 158 etc. (*wnḥ)* and O. Tempeleide 67 (*hn*).

548 See above Excursus I, p. 129-132.

similar formulae and consequences occur in contexts other than the dissolution of a marriage.[549]

So if the defendant fails to take the required oath, he usually faces specific consequences or a specific penalty. In a few cases, however, the choice of penalty is referred to the authorities, sometimes the *strategos*, or the *epistates* (either the superintendent of the *nome*, the village or the temple), the *lesonis* (the business manager of the temple), or a representative, probably an influential person acting on behalf of the authorities.[550]

Some disputes and their consequences are less straightforward and difficult to interpret, mostly due to the lack of knowledge of facts and details of the previous stages of the dispute, which were well known to the parties involved, but not recorded or made explicit in the oath-text. This is for example the case in O. Tempeleide 34 (= P. Amenothes 13). The disputed items in this text are a house and some fields that, according to the oath-taker Amenothes, who is the oath-taker, he bought from Psenesis. The plaintiff is the daughter and heir of Psenesis, who, after her father's death, claims the house and the land. The problem seems to be that Amenothes had no document of sale to prove his rights, so he had to swear that Psenesis actually did make a document of sale and a cession for the house and land in his favour.

Not surprisingly, if Amenothes takes the oath, he wins the case and the daughter of Psenesis has to drop her claims. But if Amenothes refuses to take the oath, the consequences have suddenly (for us, at least) to do with a previous episode in the history of the dispute among Amenothes and Psenesis: '*If he* (Amenothes) *takes the oath, she* (the daughter of Psenesis) *will be far from him; if he refuses to take it, he will bring his document* (about the debt of Psenesis) *and both parties will pay according to the wording of that document.*' Psenesis had apparently sold his house and land to Amenothes to pay an old debt.[551] If Amenothes now refuses the oath mentioned above, he has to give back the house and the land. However, if he is able to produce 'his document' (which is probably the document attesting the debt of Psenesis), the daughter of Psenesis, being his heir, is still responsible for the outstanding debt of her father.

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549 Examples of this are O. Tempeleide 30, 43, 86A + 86B, 87, 88, 90, 91, 102, 105, 106, 110, 111, 112, 113, 114, 116, 125, 208. O. Turin S. 12682 (= O. Tempeleide 51) + G. 22 provides a purgatory oath by the defendant and a suppletory oath by the plaintiff (see Chapter 5, text 10, p. 272-273).

550 In O. Tempeleide 100 the defendant refusing to take the oath must '*act in accordance with* [*the words*?] *of the strategos*'; in O. Tempeleide 140 and O. Detroit 74249 the defendant must '*come before the strategos*'. For further mentions of the *strategos*, cf. also O. Tempeleide 77 and O. Tempeleide 214. In O. Tempeleide 207 and O. Wilcken 1150 the authority to whom the party refusing to swear is sent is the *epistates* and in O. Tempeleide 119 and O. FuB 10, p. 176, nr. 36 the *lesonis*. In O. Tempeleide 147 is that the *pȝ rd* '*the representative*'. For the legal procedure, see § 4.2.4.1.

551 If Psenesis debt was to Amenothes, the property was forfeited as the result of cashing in the loan. See Pestman, *Amenothes*, p. 105-111.

Sometimes, the plaintiff plays a more active role by taking an oath as well, a so-called 'estimatory oath'.[552] The purpose of this oath was to establish the value of the object the plaintiff claimed.

An example is provided by O. Turin S. 12682 + G. 22: the defendant Horus had to declare under oath that he did not steal three cows from Petosiris, the plaintiff, nor did he know the person who stole them.[553] If Horus refused to take this oath, he implicitly admitted stealing the cows and his opponent Petosiris would win the case. The latter, though, would have to take an oath in turn to establish the value of the three cows (these, apparently, were not longer available for inspection), which Horus would have to reimburse.[554]

The plaintiff as the oath-taker (IVb; case 2)

In the rare oaths in which the plaintiff is the oath-taker,[555] the general consequence for the plaintiff not swearing his oath is that he will not receive what he claims from his opponent, and thus will have 'to be far from' him, that is drop his claims (see table 6 below). These claims usually concern the repayment of (part of) an outstanding debt or a pledge, the restitution of an object allegedly stolen from him or a contested inherited share, or a delivery of some items already paid for.

Table 6. Consequences of refusing to take the oath (Case 2, oath-taker: plaintiff)

Protasis (if-clause)	*If he* (the plaintiff) *refuses to take it* (the oath)
Apodosis (then-clause)	I. Consequences for the oath-taker (plaintiff), losing the case:
	• he will 'be far' from his opponent • varia, depending on the specific context
	II. Consequences for the opponent (defendant), winning the case:
	• no explicit consequences stated • implicit consequence: he will be left alone (see above I)

The following examples are illustrative. In O. Turin G. 5, after divorcing her husband, the plaintiff Tagombes claimed not to have received back her personal possessions, among which were two valuable *inw*-cloths, and will have to drop her claims on those possessions if she refuses to take the oath.[556] In O. Tempeleide 78 the plaintiff has to swear that he never

552 On this oath (terminology), see Chapter 1, p. 19. For concrete examples, see below note 554.

553 O. Turin S. 12682 was already published by Kaplony-Heckel as O. Tempeleide 51. See Kaplony-Heckel, *Tempeleide*, p. 117-118. The missing fragment O. Turin G. 22 was found by the present writer at the Papiroteca of the Egyptian Museum in Turin. For the translation of this text, see Chapter 5, text 10, p. 272-273.

554 Other examples of suppletory or estimatory oaths occur in: O. Tempeleide 63, 212, 153 (two oaths!), 170, 174, 178, 184, O. Enchoria 21, p. 35, nr. 37 and p. 38, nr. 39; O. Tait Bodl. 275.

555 Among the Turin ostraca: O. Turin G. 5, O. Turin S. 12702 + S. 12828; and further: O. Tempeleide 78, 143, 148 and 198 (?).

556 For O. Turin G. 5, see Chapter 5, text 1, p. 253-254.

received payment or compensation for a certain amount of wheat and some oil he had delivered to his opponent. If he takes the oath, he will receive the wheat and the oil back, otherwise he has to drop his claims. In O. Tempeleide 143 the oath-taker is the plaintiff claiming a payment for two slaves he has bought on behalf of the defendant. If he takes the oath, the defendant has to pay him the full amount claimed. But if the plaintiff refuses to take the oath, than he must reveal (*wnḫ*) the amount of money he apparently had received beforehand from the defendant to buy the two slaves, and that amount will then be deducted from the full amount he has paid for them (see above the use of the same verb *wnḫ* in cases where the defendant refused to deny theft under oath, thus admitting to be guilty of stealing).

3.2.3.4 The Exceptions: Oaths with One or No Consequence

The great majority of decisory temple oaths mention two consequences, viz. of taking the oath and of refusing to take the oath. There are some exceptions to this rule, consisting of oaths stating only one consequence, or none at all. In the majority (15) of these exceptional oaths, it is the consequence of refusing to take the oath (IVb) which is not recorded in the oath formula,[557] leaving only four cases where the consequence of swearing the oath (IVa) is lacking altogether.[558] The absence of any mention of consequences (i.e. neither IVa nor IVb) is also rare.[559]

According to Vleeming, the absence of one or both consequences of the oath, and the fact that it is mostly the consequence of refusal, which is lacking, is an indication that "the oaths were usually worded so as to be assumed in the positive".[560] He also suggests that another indication of this could be found in the regular occurrence in the Theban oaths of the 'Assertion of truthfulness' (III): "*there is no falsehood in the oath*", a phrase by which the oath-taker confirmed the truthfulness of the oath-text which was read out by a third, legal or mediating, party.[561]

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[557] O. Tempeleide 1, 17, 42, 76 (?), 99, 120 (fragmentary), 138, 139 (fragmentary), 193 (fragmentary), 198, 203, 211; O. FuB 10, p. 142, nr. 6; p. 146, nr. 10 and p. 170, nr. 31.

[558] O. Tempeleide 106, 114, 184, 189 (fragmentary).

[559] O. Tempeleide 35 (= P. Amenothes 11); O. Tempeleide 2 and 218; O. FuB 10, p. 159, nr. 20; p. 160, nr. 21 (?); p. 164, nr. 25 (?); p. 172, nr. 32 (?), of which the last three are fragmentary.

[560] Vleeming, *Ostraka Varia,* p. 134 and note 16.

[561] For this third party, see below about the trustee (§ 3.3.3), p. 151-153.

3.3 THE OPTIONAL CLAUSES (CLAUSE III, V, VI, VII, VIII)

The optional clauses of the oath are clause III (the assertion of truthfulness), V (the scribe), VI (the trustee), VII (the postscript) and VIII (archival notes). Two of these, clause III and VI, are almost exclusively attested in the Theban oaths, whereas VII so far only occurs in the oaths from Pathyris. The signature of the scribe and various archival notes, some of which are in Greek, usually at the bottom or on the reverse (*verso*) of the ostracon and on the backside of the papyrus are found in oaths from both Thebes and Pathyris.

3.3.1 The Assertion of Truthfulness (Clause III, Thebes)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	**Assertion of truthfulness**	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

In about one third of the temple oaths from the Theban area (half of which sworn before the '*Bull of Medamud, at the gate of Djeme in the temple of Montu-Lord-of-Medamud*') a clause appears stating that there is no falsehood in the oath: the assertion of truthfulness (III).[562] In the oaths from Pathyris clause III is attested only once, specifically in a recently published Demotic temple oath drawn up on papyrus, which presents a slightly different formula from the Theban oaths.[563] So, due to clear statistics, clause III can be considered as a distinctive feature of Theban oaths, therefore being called 'the Theban formula' by some scholars.[564]

Provenance	Demotic oaths	Greek oaths
Thebes	*mn md.t ʿḏ n pȝ ʿnḫ* *There is no falsehood in the oath*	οὐθεν ψεῦδος ἐν τῷ ὅρκῳ ἐστίν *There is no falsehood in the oath*
Pathyris (once)	*mn ḳrf md ʿḏ n pȝ ʿnḫ* *There is no false deception in the oath*	not attested

[562] Theban oaths comprising clause III: (1) Demotic oaths (those with * are sworn before the *Bull of Medamud*): O. Tempeleide 1*, 2*, 4*, 8*, 13 (?)*, 15*, 17*, 19*, 21, 32*, 38*, 44, 50*, 52*, 56, 60*, 62, 66*, 68*, 70, 71, 82, 83, 84, 87*, 88*, 89*, 93*, 97*, 99*, 100, 101, 105*, 110, 114, 118, 122*, 123, 124*, 126, 127, 128*, 129*, 131, 135*, 136*, 138*, 139, 143*, 145*, 147*, 149*, 154*, 157, 160, 161, 162 A*, 163, 164, 165*, 166, 169, 176*, 177*, 179, 184, 185*, 186*, 188*, 193, 194, 196, 197, 200*, 201*, 205, 207, 210*, 211*, 213, 219, 222*. O. FuB 10, p. 138, nr. 2*; p. 141, nr. 5*; p. 146, nr. 10; p. 151, nr. 12*; p. 153, nr. 14; p. 154, nr. 15; p. 155, nr. 16; p. 158, nr. 19; p. 159, nr. 20; p. 160, nr. 21*; p. 164, nr. 25; p. 165, nr. 26; p. 170, nr. 31*; p. 176, nr. 36; p. 179, nr. 38*; O. Leiden 278*, 279, 280, 281*, 282, 286, 289, 291*, 292, 294*, 301, 302, 310, 317*, 320*; O. Enchoria 16, p. 45, nr. 23; O. P. L. Bat. 26, 57*; O. BIFAO 96, p. 6; O. Detroit 74249* and (2) Greek oaths: Wilcken, Chrest. 110 A.

[563] P. Erbstreit dossier 19 (Pathyris): *mn ḳrf md ʿḏ n pȝ* [ʿnḫ], literally: '*There is no deception of falsehood in the* [oath]'. For the publication of this oath, see Vandorpe and Vleeming, *Erbstreit Papyri*, p. 161 The variant *mn sjg md.t ʿḏ n pȝ ʿnḫ* '*there is no distortion* (?) *in the oath*' occurs in the Theban oaths O. Tempeleide 176 and 219. Finally, a variant of clause III occurs in a model oath in P. Mattha, col. IX, 6: [*bn-pw=j ir md*] *ʿḏ n.im=w* '[*I have not*] *lied about them*'.

[564] See for instance Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 500.

The assertion of truthfulness does not take up a fixed position in the written format; it often occurs directly after the text of the oath (II), which is why it has been included as clause III, but it is not uncommon for it to follow the clause about the consequences of the oath (IV).

Scholars have been wondering whether the assertion of truthfulness may have been a part of the spoken text, i.e. the wording of the oath (II), or not, due to the fact that this clause is omitted so often. Kaplony-Heckel viewed the assertion of truthfulness as an optional part of the wording of the oath, which sometimes could be added later (for instance following the clause about theconsequences) as if it were an afterthought or correction by the scribe.[565] Seidl and Pestman, however, considered the recurrence of the assertion of truthfulness after the clause about the consequences too significant to speak of a 'mistake' or an afterthought, therefore arguing that it was not a part of the spoken text of the oath itself.[566] In view of the frequent occurrence of this clause in the written format of the oath, Vleeming concluded that the assertion of truthfulness must have been a regular part of "the oral enactment of the oath", but not a part of the wording of the oath itself, due to its frequent placement after the clause about the consequences.[567]

The regular absence of clause III is almost as significant as its presence. It should be kept in mind that oaths represent oral tradition and are a combination of scribal and oral clauses. As oral clauses were likely to be a standard part of the oral procedure, they were often not put in writing.[568] I agree with Vleeming that the wording of the oath and the assertion of truthfulness were both spoken texts, but uttered separately and by different persons. So, probably, at the moment of oath-taking at the temple, a third party (maybe the trustee often mentioned in the oaths containing clause III) read the wording of the oath aloud and then the oath-taker confirmed it by solemnly pronouncing the assertion of truthfulness.[569] Interestingly, as previously noted (p. 111), this clause regularly appears in oaths taken by women, who most probably could not read the oath-text themselves.

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565 Kaplony-Heckel, *Tempeleide*, p. 27.

566 Seidl, *Eid*, p. 10; idem, *Der Eid im Römisch-Ägyptischen Provinzialrecht* (1933), p. 40; and Pestman, *Amenothes*, p. 110. See also Muhs, *Enchoria* 30 (2006/2007), especially p. 62, note 1: "its presence in a promissory oath suggests that the assertion was more symbolic than critical, and its isolated position on the verso could argue against it being part of the spoken oath."

567 Vleeming, *Ostraka Varia*, p. 48. In drawing his conclusions on this subject matter Vleeming partly follows a suggestion previously made by Seidl, *Eid,* p. 30-31. See also Traunecker, *Coptos*, p. 377 and El-Aguizy, *BIFAO* 96 (1996), p. 7.

568 The fact that this clause is lacking in the oaths from Pathyris could be ascribed to a local scribal habit or, to its standard use, making its inclusion in the written format superfluous.

569 Similar to nowadays when a party or witness at the beginning of his deposition is required by a court official to swear or promise to speak the truth about a certain matter and he only needs to answer by saying "I do". Another option could be that the third party dictated the text written on the ostracon to the oath-taker who would repeat it word for word after him (cf. the oath by Erenofre in P. Cairo JE 65739, ex. 29 in chapter 2, p. 54). However, this does not exclude that in some cases the oath-taker could also choose to read out the whole of the oath's text himself. Although the latter seems a less likely option based on the fact that many parties involved in the temple oaths were illiterate.

3.3.2 The Scribe of the Oath (Clause V: a, b; Thebes and Pathyris)

I	Protocol (a, b, c, d, e)	**V**	**Scribe of the oath (a, b)**
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

The 'signature' (*sẖ*) of the scribe of the oath-text and the date of its redaction are provided in many of the Demotic temple oaths,[570] both from Thebes and Pathyris, by clause V, usually placed directly after the consequences of the oath (IV). While some of these oaths only mention the date (year, month and day) in which the oath was written, others also give the name of the scribe with or without patronymic.

Components of clause V	Demotic oaths	Greek oaths
a. Scribe (see also Appendix 5)	*sẖ* *Has written* (no scribe's name)	not attested (cf. P. Grenf. I 11, col. II, 17-18: γράψαντες τὸν ὅρκον *after putting the oath into writing*)
	sẖ …(*sẖ* …) *Has written* G (son of H)	
b. Date oath redaction	*ḥ3.t-sp* x *ibd* y (*sw*) z *year* x, *month* y, (*day*) z (no royal name)	not attested

Fact is that clause V provides the signature of the scribe who wrote the text of the oath (I to VI) on the ostracon (type A) *before* the actual swearing of the oath took place. The scribe of the oath-text is not the same as the scribe of the postscript (VII), who added the outcome of the oath-taking at the temple onto the ostracon (type B), once the oath-taking ceremony had occurred.[571]

The name of the scribe and the date on which the oath was written remain unmentioned in the six surviving temple oaths drawn up in Greek.[572] However, according to P. Grenf. I 11, a Greek dossier about a dispute resolved by the swearing of a temple oath (oath-text not preserved), the scribe of that oath (γράψαντες τὸν ὅρκον) appears to be the same official named Pechytes who also interrogated the disputing parties (for more on this passage see next section).[573]

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[570] About two third of the surviving temple oaths; but only 24 out of them provide also the scribe's name. See below Appendices 5a and 5b, p. 172-173.

[571] A list of the scribes known by name, of both the oath-text (clause V) and the postscript (clause VII) and from both Thebes ad Pathyris, is given in Appendix 5a, p. 172.

[572] So, the Greek temple oaths do not include clause V in their formula. For more on the Greek temple oaths, see Chapter 5, texts 16-21, p. 284-297.

[573] For more on this matter, see Chapter 4, Appendix 1 (§ 4.5.1).

In contrast, a few Demotic temple oaths do record the name of the scribe, with or without patronymic. This is especially true for the Theban oaths, whereas the oaths from Pathyris mostly only provide the name of the scribe of the postscript (see Appendix 5 below). In one specific case the scribes of the oath are it seems two persons, i.e. one of the priests and the local inspector.[574]

Some of the scribes mentioned by name can be identified as scribes of other documents.[575] Most appear to be professional scribes, at times belonging to well known priestly families.[576] In one case the name of the scribe who copied the whole text (clause I to VII) onto papyrus has been recorded.[577]

In a few oaths clause V is expanded with additional remarks regarding the writing of the oath.[578] For instance, in O. Tempeleide 17 and O. Tempeleide 52 it contains the addition of the scribe having written the (text of the) oath respectively *r-ḫrw=s* '*according to her voice* (i.e. of the oath-taker) and *r-ḫr=w n pȝ s* 2 '*according to their voice, of the two men*' (i.e. both parties).[579] The expression *sḫ=j r-ḫr* … literally '*I have written according to the voice of* NN' or more freely '*I have written as* NN *told me* (to do?)' is also known from other Ptolemaic documents.[580] In the context of the oaths, the interpretation can be that the scribe either wrote the text of the oath according to the oral declaration or statement given by the parties, emphasizing that they gave their version of the events without having any documents to attest their story, or that the scribe wrote the text of the oath at their bidding, that is, at the request of the parties themselves. In one case the scribe added to his signature that his '*heart was satisfied with every word*' he had written.[581]

As for the oaths that do not provide the name of the scribe, we can partially rely on the list by Kaplony-Heckel, who recognized the same handwriting based on the paleography.[582] However, we need to err on the side of caution since only facsimiles and not photographs of the texts are available.[583]

Turning now to the date on which the oath was drawn up (Vb), it should be remembered that Clause V is not the only clause in the oath formula providing a date. Two

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574 O. Enchoria 21, p. 39, nr. 40. For the scribe of this oath see p. 172 Appendix 5a, nr. 3.

575 See Appendix 5b below (p. 173) listing the temple oaths scribes known from other documents which they also wrote or in which they are mentioned, for example as witnesses.

576 Such as Patous, son of Herieus (P. Erbstreit dossier 19), for which see p. 172, Appendix 5a, nr. 8.

577 See previous note.

578 O. Tempeleide 17, 36, 52, 119 (= O. Leiden 283: 'at his, i.e. the defendant's, bidding'?), 161, 180.

579 See also O. Tempeleide 36: *sḫ Nȝ-nḫt=f sȝ Pa-tȝ.wj r-ḫrw=w n tȝ ḥ.t* 2 '*Has written Nechoutes son of Patous according to their voice, of the two people*'.

580 See for example P. Botti 18 and P. Amenothes 14, both documents concerning an exchange of animals.

581 O. Tempeleide 160 (= O. Leiden 285): (*sḫ* …) *ḏd ḥȝ.t=j mtr* (*n*) *mdt nb ntj ḥrj* '(*Has written* NN) *saying: my heart is satisfied with every word written above*'.

582 For this list, see Appendix 5b, wherein the oaths supposedly written by the same scribe, as suggested by Kaplony-Heckel, are collected, along with the place and the year in which the oath was written. These last two elements, i.e. place and date, seem to match in most cases, showing that the writing of several oaths by the same scribe, although nameless, operating in Thebes or Pathyris in given years could have been possible.

583 This is the case of the temple oaths published in her *Tempeleide* and those edited in *FuB* 10 (1968), whereas her later publication of temple oaths in *Enchoria* 21 (1994) provide photographs of the texts.

other dates may be mentioned in the same oath: the date appointed for the future oath-taking included in the protocol (Id), as already seen (p. 120), and, as we will see (p. 156), the date of the postscript (VIIc), noting when the oath had actually been taken.[584]

While the date planned for the actual swearing at the temple is a standard component of the protocol in both the Theban and Pathyris oaths (Id), the date of the oath redaction (Vb) and the date in the postscript (VIIc) are optional components of clauses V and VII. Yet the formulation of the date is the same in all three clauses (Id, Vb, VIIc): the year, month and day are all indicated (in that order), but there is no mention of the reigning king. Although temple oaths list only regnal years, it is well known that they probably extend from Ptolemy VI to Augustus.[585]

Based on those oaths that provide the date on which the oath was written (Vb) along with either the date in the protocol (Id: future oath-taking) or the date in the postscript (VIIc: actual oath-taking), we can conclude that many oaths were written on the same day as they were to be sworn. It was not uncommon, however, to have one or more days separating the redaction of the oath on ostracon from its utterance at the temple, as already pointed out.[586]

[584] When both are given, the date in the protocol and that in the postscript are mostly the same. See for example O. Tempeleide 29.

[585] See Kaplony-Heckel, *Tempeleide*, p. 19-20.

[586] Kaplony-Heckel, *ibidem*, p. 29: a comprehensive survey is provided listing examples of temple oaths to be sworn between one and eight days after being written down onto the ostracon. The lapse in time separating the writing of the oath and the actual oath-taking at the temple only exceeds eight days a few times: P. Erbstreit dossier 19 (2 months); O. Tempeleide 43: (3 months?). See also the pre-Ptolemaic P. Louvre E 7848 (21 days), a precursor to our temple oaths, for which see Chapter 2, ex. 46, p. 74.

3.3.3 The Trustee (Clause VI, Thebes; Pathyris: ὁρκωμότης)[587]

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	**VI**	**Trustee**
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

In about one third of the known temple oaths from the Theban area the oath is said to be 'given into the hand of', i.e. entrusted to a third party.[588] This clause is classified in Table 1 as clause VI, the Trustee, and usually appears after the consequences of the oath (IV) or after the mention of the scribe of the oath (V), if there is one. Clause VI is formulated as follows:

Provenance	Demotic oaths	Greek oaths
Thebes	*tw(=w) pȝ ʿnḫ r ḏr.t … (sȝ …)* *The oaths has been given into the hand of* I (*son of* K)	δ' ὁρκωμότης *Through the* ὁρκωμότης
Pathyris	not attested	not attested cf. P. Grenf. I 11, col. II 16-17: συναπεστείλαμεν αὐτοῖς ὁρκωμότη[ν] Θοτσύτην Θοτορταίου ᾧι καὶ γράψαντες τὸν ὅρκον ἐδώκαμεν *'We sent along with them* (the parties) *the* ὁρκωμότης *Thotsutes, son of Thotortaios, to whom we also entrusted the oath after writing it'*

The word 'oath' in the Demotic clause *tw(=w) pȝ ʿnḫ r ḏr.t …* (*sȝ*) … '*The oath has been given* (lit. *'they have given the oath …) into the hand of* I, *son of* K', supposedly refers to the 'ostracon bearing the oath', meaning the text of the oath that was put in writing before the parties went to the temple for the actual swearing.[589]

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[587] Demotic oaths including clause VI, the trustee (all from the Theban area): O. Tempeleide 4, 5, 8, 10, 15, 17, 19, 21, 25, 31, 32, 35, 43, 44, 45, 57, 60, 66, 87, 90, 97, 100, 106, 123, 124, 128, 129, 138, 145, 149, 171, 177, 186, 188, 194, 196, 197, 207, 208; O. FuB 10, p. 153, nr. 14; p. 155, nr. 16; p. 159, nr. 20; p. 165, nr. 26; p. 168, nr. 29; O. Leiden 278, 308, 310, 312; O. ZÄS 109, p. 122; O. BIFAO 96, p. 3; O. P. L. Bat. 26, 57; O. Brooklyn 121, 127. Greek oaths: O. Tait Bodl. 275 and P. Grenf. I 11 (a Greek dossier mentioning an oath). Most of the aforementioned Demotic oaths also include clause III (assertion of truthfulness) and are to be sworn before the Bull of Medamud '*at the gate of Djeme in the temple of Montu-Lord-of-Medamud*'.

[588] According to Vleeming, *Ostraka Varia*, p. 135, and note 22, the clause mentioning the trustee appears in about a third of the known temple oaths from Djeme, and occasionally in oaths from other temples in the Theban area. However, about half of the oaths that Vleeming classified as being from Djeme are to be sworn before the Bull of Medamud '*at the gate of Djeme in the temple of Montu-Lord-of-Medamud*' and therefore in my opinion were actually taken in Medamud itself (and thus not in Djeme/Medinet Habu). See above, p. 118 and Chapter 4, p. 201.

[589] As can also be inferred from O. BM EA 20293 (unpublished, quoted by Kaplony-Heckel, *Tempeleide* (1963), p. 384): [*tw=w*] *pȝ bk n pȝ ʿnḫ r ḏr.t …* '*the document of the oath* [*has been given*] *into the hand of …*'.

The person to whom the ostracon bearing the oath-text was entrusted is mentioned by name, at times with his patronymic, but there is usually no addition of a title or a profession.[590] So it is unknown who this trustee was and what kind of relationship he had with the litigants. However, the fact that he was mentioned by name but without any official title, could indicate that he was well known to the parties, possibly a mutual acquaintance[591] or an influential person in the community, in any case someone who was trusted by both the oath-taker and his opponent. In a few temple oaths the trustee is said to be *pȝ rd* (*the representative*) or *pȝ šms* (*the attendant*), with both probably acting on behalf of the authorities.[592] Both officers are also occasionally mentioned if the oath was refused.[593] In one case, the trustee seems to be the *lesonis* of the temple.[594] Sometimes the oath is said to be given to one of the parties or 'to the two men', probably the defendant and the plaintiff.[595]

In the Greek temple oaths, there is no exact parallel of clause VI. However, in one of these, O. Tait Bodl. 275 (Thebes) and in P. Grenf. I 11 there is a mention of an ὁρκωμότης (see table above).[596] The position of the quoted passage from O. Tait Bodl. 275 in the oath format agrees with that usually taken up by the trustee in Demotic oaths (after the consequences of the oath or the scribe's signature). The passage from P. Grenf. I 11 is especially relevant, however, clearly stating that a third person, mentioned by name and identified as ὁρκωμότης, was sent along with the parties to the temple,[597] after being entrusted with the oath-text written by the official taking part in the dispute resolution. Based on this text, one may conclude that the trustee mentioned in the Demotic oaths and the ὁρκωμότης in the Greek sources had at least one task in common, namely being entrusted with the ostracon bearing the oath-text. Their subsequent task was most probably to safeguard this ostracon while accompanying the disputing parties to the temple designated for the oath-taking, as described in P. Grenf. I 11.

But what exactly does the term ὁρκωμότης mean? And does its meaning provide more insight into his role at the temple? The literal translation is 'the juror', i.e. 'the one taking the oath'. However, there is a similar word ὁρκωτής meaning 'the officer who administers the oath'.[598] Both could apply to the role of the ὁρκωμότης throughout the oath-taking ceremony. He probably read the text of the oath aloud it when parties were unable to do so themselves,

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590 A list of the trustees is provided below in Appendix 6, p. 174.

591 Note that in P. Grenf. I 11 the trustee bears the same name as the son of the plaintiff while in O. Tempeleide 4 the trustee and the oath-helper share the same name (are they one and the same person?).

592 Respectively O. Tempeleide 149 and O. Tempeleide 123, 129, 145 (?). See also Chapter 4, p. 196.

593 O. Tempeleide 147 (*pȝ rd*); O. Tempeleide 119 (= O. Leiden 283); O. FuB 10, p. 176, nr. 36; O. Cairo MH 2984 (*pȝ šms*).

594 O. Tempeleide 35 (= P. Amenothes 11).

595 Respectively O. Tempeleide 31, 90, and O. Tempeleide 44; O. Strasb. 1917 (quoted by Kaplony Heckel, *Tempeleide* (1963), p. 400-401.

596 For the translation and commentary of O. Tait Bodl. 275, see Chapter 5, text 18, p. 289-290. For P. Grenf. I 11, see Chapter 4, Appendix 1. Note that P. Grenf. I 11 reports a case solved by a decisory temple oath in Pathyris/ Krokodilopolis, where so far no clause VI is attested in the surviving oaths.

597 The temple is mentioned in in P. Grenf. I 11, col. II, 14-15.

598 Liddell and Scott, *Lexicon*, p. 1252.

due to e.g. illiteracy or language barriers. Demotic oaths do not use the exact or literal word for trustee (ꜥ*rḫ*); they prefer to use a phraseology describing that (the ostracon with) the oath was entrusted to a specific person, often mentioned by name. However, the regular mention of clause III (assertion of truthfulness) along with the trustee (VI) in the same oaths seems to suggest that a third person, by analogy with the ὁρκωμότης presumably the trustee himself, read the oath-text aloud while the designated oath-taker solemnly confirmed what the trustee had recited by saying that the oath was true.[599] Remarkably, as noted earlier (p. 111), this seems to happen with female oath-takers especially, perhaps due to the lower rate of literacy of Egyptian women compared to that of men.

Interestingly, 95% of the oaths mentioning the trustee are sworn before Montu, the Bull of Medamud '*at the gate (of the temple) of Djeme in the temple of Montu-Lord-of-Medamud*': in which temple and town these oaths were actually taken, in Djeme/Medinet Habu or in Medamud itself, is still a topic of debate.[600] Nevertheless, the fact that a trustee was often required could be a strong indication that the parties indeed had to travel to actually take their oath in Medamud. A third party was therefore needed, to whom the ostracon bearing the oath-text could be entrusted, probably, *inter alia*, to prevent it from being tampered with along the way.[601]

3.3.4 The Postscript (Clause VII: a, b, c; Pathyris)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	**VII**	**Postscript (a, b, c)**
IV	Consequences of the oath (a, aa, b)	VIII	Archival notes (a, b)

Some Demotic temple oaths from Pathyris include a postscript (clause VII) at the bottom or on the verso of the ostracon, after the parties had been at the temple. It mainly reported the outcome of the oath-taking. Up until now, clause VII is not attested in the Demotic oaths from Thebes; only one Theban Greek temple oath possibly includes a postscript.[602] Therefore, clause VII is considered a distinctive feature of oaths from Pathyris.

Of the known Demotic oaths with a postscript, five are written on papyri, all part of private archives (type C),[603] and seven on ostraca (type B).[604] One example of the same oath is

599 On the simultaneous occurrence of clause III and clause VI in the same oath, see note 587.
600 On this matter, see Chapter 4, p. 201 and above p. 118.
601 For more on the trustee's role, see § 4.2.2.4.
602 Wilcken Chrest. 110 A. On this text, see Chapter 5, text 21, p. 295-297.
603 O. Tempeleide 29 (= P. Adler 17); O. Tempeleide 30 (= P. Adler 28); O. Tempeleide 36 (= P. Strasb. 12); O. Tempeleide 67 (= P. Adler 19); P. Erbstreit dossier 19.
604 O. Tempeleide 47; O. Tempeleide 180; O. Enchoria 21, p. 35, nr. 37; p. 42, nr. 42; O. Turin S. 12716 + 12850 + S. 12885 + G. 30; O. Turin 12778 + 12875 (recto + verso), for which see Chapter 5, text 3, p. 257-258; O. Turin S. 12744.

preserved both on an ostracon and on a papyrus.[605] The latter confirms the suggestion already made by Seidl that the postscript was first added to the oath's draft on the ostracon (our type A ostracon), that is to say to the text serving as the basis for the utterance of the oath.[606] Only later was the whole text consisting of this draft and the postscript (our type B ostracon) copied onto papyrus to be kept in a private archive as a proof of title for the winner of the dispute (our type C papyrus).

The postscript (VII) usually contains three elements, not always in the same order:[607]

a. The outcome of the procedure, that is: whether the oath was taken (or not).
b. The name of the scribe of the postscript, with or without a title.
c. The date of the actual oath-taking.

This can be set out schematically as follows:

Components of clause VII	Demotic oaths		Greek oaths
a. Outcome of the oath-taking at the temple (bottom, recto or verso)	Pathyris	… *sȝ* … *iw r ḫfꜥ.tjḫ n Ḥt-Ḥr/ pȝ ḥw.t-ntr nb-Bḫn ir=f pȝ ꜥnḫ ntj sḫ ḥrj* A *son of* B *came to the dromos of Hathor/to the temple of the Lord-of-the-Pylon* (and) *took the oath written above*	not attested (cf. P. Grenf. I 11, col. II, 18: τοῦ δὲ … ὀμόσαντος *after* NN *had sworn*
	Thebes	not attested	διορκείσθη ἄλ(λος) ὅρκος *Another* (?) *oath has been taken*
b. Scribe (see Appendix 5a)	Pathyris	• *sḫ* … (*sȝ* …) *Has written* G^1 (*son of* H^1) • *sḫ* … (*sȝ* …) *pȝ wꜥb ntj ꜥḳ* (*n ḥw.t-ntr n Smn*) *Has written* G^2 (*son of* H^2), *the priest who has access* (*to the temple of Smn*)	not attested
	Thebes	not attested	not attested
c. Date	Pathyris	*ḥȝ.t-sp* x *ibd* y (*sw*) z *year* x, *month* y, (*day*) z	not attested
	Thebes	not attested	not attested

605 O. Tempeleide 172 A and B (respectively P. Rylands 36 and O. Strasb. 137 + 268): the small rare variants in the formulation of some parallel passages in the two texts are of no real significance for the contents of the oath.

606 Seidl, *Aegyptus* 32 (1952), p. 312-313.

607 O. Tempeleide 47; 67, 172 A+B report a date first, then the outcome of the oath-taking and thirdly the name of the scribe. O. Tempeleide 29 and 180 give the name of the scribe of the postscript first. O. Enchoria 21, nr. 37, p. 35 provides no date in the postscript.

VIIa. *The outcome of the oath-taking*

The outcome is formulated in the affirmative past tense, namely that the oath was actually taken. If oath-helpers (§ 3.2.3.2) supposed to swear a subsidiary oath are involved, they are also named in the postscript after the mention of the 'main' oath-taker, e.g. O. Turin S. 12778 + S. 12785: '*In year 48 Thaibis, daughter of Phibis, and Phibis, son of Nechoutes, and Panebkhounis son of Nechoutes, and Horus, son of Nechoutes, her children, came to the temple of Nebkhounis and took the oath written above*'.[608] Oath-helpers can also be identified by their relationship to the oath-taker (i.e. his wife, mother, sister, brother etc.) instead of noting their personal name, as in O. Tempeleide 36: '*Pakoibis son of Patous and his wife went to the dromos of Hathor; they took the oath written above*'.

On this particular part of the postscript Seidl noted that: "dieser Bestandteil kann nun zu einer richtigen συγγραφὴ ἀποστασίου (i.e. a cession or quitclaim) werden".[609] In fact, by noting that the oath-taker has taken the oath, it is implied that he also won the case and thus his opponent has to withdraw all claims on, for example, a disputed object, of which he has become the rightful owner after swearing his oath. That is probably why the whole formula of the oath with the postscript first drawn up on ostracon was copied down onto papyrus, a material traditionally used for long-term preservation: to be kept as a title of proof in a private archive.

While the Demotic oaths with a postscript follow, with some small variations, the example of O. Tempeleide 36, the postscript of O. Tempeleide 172 A+B shows a *unicum*. Apparently, after going to the temple, the opponent does not seem to require the oath from the oath-taker anymore, but also makes a counter proposition to settle their dispute amicably.[610] A peculiar example is Wilcken Chrest. 110 A, the only oath written in Greek (Thebes), which possibly includes the Greek counterpart of clause VII, although apparently referring to the swearing of another (?) oath.[611]

VIIb. *The scribe of the postscript*[612]

The scribe of the postscript can be mentioned by name (with or without patronymic),[613] or by both his name and his title. In the latter case he is usually identified as *pȝ wʿb ntj ʿḳ (n ḥw.t-ntr n Smn)* '*the priest who has access (to the temple of Smn)*', a well-known title in Pathyris and

608 See Chapter 5, text 4, p. 259-260. In the postscript of O. Tempeleide 30 the oath-helpers, mentioned by name in clause IVaa, are concisely indicated as the oath-taker's comrades (*nȝj=f irj.w*).

609 Seidl, *Eid*, p. 9.

610 The dispute concerned, among other things, a mirror, probably part of a pledge/loan security for a promised loan. For the contents of this oath, see previous p. 126 and Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, p. 148-158.

611 On this text, see above, note 602. About P. Grenf. I, 11 (Pathyris): the outcome of the oath-taking ceremony at the temple is known, but we do not know whether this had been noted in the postscript as no oath-text has been preserved. See also Chapter 4, Appendix 1 (§ 4.5.1).

612 A list of the scribes known by name is given below in Appendix 5a, p. 172.

613 O. Tempeleide 30, 36, 47, 172 A+B (?); O. Enchoria 21, p. 35, nr. 37 and p. 42, nr. 42.

Krokodilopolis.[614] In one case the scribe is *pȝ mr-šn* '*the lesonis*'.[615] It is not surprising that the scribe of the postscript was indeed a priest of the temple designated for the oath-taking, as the latter is really "eine priesterliche Angelegenheit".[616]

A few texts provide both the names of the scribe of the oath (V) and of the scribe of the postscript (VII); these are clearly two different people, attesting two different stages of the procedure.[617] As already mentioned, the postscript was added at a further stage in the procedure, usually by a priest associated with the temple of oath-taking, after the parties went to the temple carrying the previously drafted ostracon type A (according to our classification) or 'Eidesprogramm' (following Seidl's definition). In oaths reporting only the name of the scribe of the postscript, the handwriting of the postscript (VII) is usually different from the handwriting of the oath (I to VI) meaning that two scribes had been involved in the procedure.[618]

Finally, O. Tempeleide 29 (sworn at the temple of Sobek in Krokodilopolis, 94/93 B.C.) and O. Tempeleide 36 (sworn on the dromos of the temple of Hathor in Pathyris, 88/87 B.C.) show that most probably the same scribe Nechoutes son of Patous was involved in an oath procedure at least twice, first as the *pȝ wʿb ntj ʿḳ* '*the priest who has access*' noting the outcome (O. Tempeleide 29), and a few years later acting as the scribe of the oath in Pathyris (O. Tempeleide 36).[619]

VIIc. *The date of the actual oath-taking*[620]

The formulation of the date in the postscript is the same as in the protocol (Id) and the scribe of the oath (Vb): the year, the month and day are given in this order without mentioning the reigning king, although we know that temple oaths probably extend from Ptolemy VI to August (see above, p. 120).

When comparing the date planned for taking the oath and that of the actual oath-taking, provided that both dates are recorded, they are not always the same. As noted earlier (p. 121), in one case the actual oath-taking took place a few days later than planned, and in two cases, for reasons unknown, even a few months later.[621]

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614 O. Tempeleide 29 (*pȝ wʿb ntj ʿḳ n ḥw.t-ntr n Smn*), 67; O. Turin S. 12778 + S. 12875 (*pȝ wʿb ntj ʿḳ*).

615 O. Tempeleide 180.

616 Seidl, *Aegyptus* 32 (1952), p. 315, and also *ibidem:* "… bleibt es einleuchtend, dass die Rituell richtige Abnahme des Eides nur von einem Priester vorgenommen werden kann."

617 O. Tempeleide 36 and 180. See also below Appendix 5a, p. 172.

618 O. Tempeleide 29, 30, 47, 67, 172 A + B; O. Enchoria 21, p. 35, nr. 37 and p. 42, nr. 42. See Kaplony-Heckel, *Tempeleide*, p. 29. In case of O. Tempeleide 30 a couple of interesting questions arise: as this text is written on papyrus, who copied the whole text from the ostracon type B (type A + postscript) onto a papyrus to be kept in a private archive? Are we perhaps dealing with a third scribe, different from both the oath and postscript's scribe? And if this was indeed the case, how could Kaplony-Heckel have recognized a different handwriting in the postscript of this oath? On this matter, see § 4.2.4.2 and cf. P. Erbstreit dossier 19.

619 For more on this matter, and on the oath procedure in general, see Chapter 4, esp. § 4.2.3.2 and § 4.2.4.2.

620 See also the date of oath-taking as mentioned in the protocol (Id) and the date of redaction of the oath (Vb), respectively p. 120-121 and p. 148-150.

621 Respectively O. Tempeleide 47 (four days later?) and O. Tempeleide 43 and P. Erbstreit dossier 19.

3.3.5 Archival Notes (clause VIII: a, b; Thebes and Pathyris)

I	Protocol (a, b, c, d, e)	V	Scribe of the oath (a, b)
II	Wording of the oath (a, b)	VI	Trustee
III	Assertion of truthfulness	VII	Postscript (a, b, c)
IV	Consequences of the oath (a, aa, b)	**VIII**	**Archival notes (a, b)**

In some oaths from Thebes and Pathyris, archival notes in Demotic and Greek are added to mostly on the verso of an ostracon and on the outside of a folded papyrus, probably to aid identification.[622] These notes are written by different hands from the oath-text and can mainly be subdivided into two types: brief summary in Demotic or Greek added to Demotic oaths and short notes (or dockets) in Greek added to Demotic oaths.

VIIIa. *Brief summary in Demotic or Greek added to Demotic oaths*

The summary provides the specific identification of the type of text (i.e. oath), the oath-taker's name and the subject matter. The following is a characteristic example: *p3 bk n p3 ʿnḫ n N3-nḫt=s n P3-šr-Is.t s3 Pa-t3wj ḫr n3 iwjt.w* '*The document of the oath of Nechoutis for Psenesis, son of Patous, about the pledges.*'[623]

These summaries occur twice on the outside of papyri, O. Tempeleide 36 and 172A from Pathyris, and once on the verso of a Theban ostracon, O. Tait Bodl. 276. In the first two documents both the oath and the summary are written in Demotic, although in different handwritings, while the oath-text on the recto of O. Tait Bodl. 276 is written in Demotic, but the summary added on the verso is in Greek. O. Tempeleide 36 and 172A belong to family archives where they were kept for future reference and title's proof.[624]

VIIIb. *Short notes in Greek added to Demotic oaths*

These mostly consist of the name of one of the disputing parties (usually the oath-taker) and once of the Greek word for oath, i.e. ὅρκον (accusative). Up to the present these Greek notes or dockets only occur in ostraca from Thebes. In six cases they occur on the verso (O. Tempeleide 93 and 138; O. BM EA 12065; O. Louvre E 7866, 8600, 10329) and in two cases below the oath-text (O. Tempeleide 86 B and 171). For instance: O. Louvre E 10329:

622 Demotic oaths: O. Tempeleide 86 B, 93, 138, 171 (ostraca); O. BM EA 12065; O. Louvre E 7866, 8600, 10329 (ostraca, quoted by Kaplony-Heckel, Tempeleide, p. 383, 391-392). O. Tempeleide 36 and 172A (papyri). Greek oaths: O. Tait Bodl. 276, for which see Chapter 5, text 19, p. 291-292.

623 O. Tempeleide 172 A.

624 O. Tempeleide 36 belongs to the archive of Harsiesis, son of Schotes (= TM ID 98) from Pathyris, 110-88 B.C.; O. Tempeleide 172 A is part of the archive of Pelaias, son of Eunous alias Nechoutes (= TM ID 180), likewise from Pathyris, 152-88 B.C.

ερμαιου του αγαθωνο […],[625] i.e. the name of the party on whose behalf the oath had to be taken.

Some oath-takers and their opponents in the aforementioned oaths have Greek names and were probably of Greek origin.[626] However, the oath-text was written in Demotic, most likely because swearing a temple oath was an Egyptian practice.[627] We do not know whether the oath was also uttered in Egyptian (maybe the oath-takers of Greek origin were bilingual), or a third person read the oath-text aloud on their behalf and they only had to confirm solemnly that it was a true oath.

The fact that the names of the parties are at times noted in Greek on the verso of the ostraca could have a twofold explanation. First, these ostraca were part of a private archive belonging to a person or family of Greek origin, who added a note of identification onto his documents in his native language. Second, the ostraca were kept in a public archive (i.e. of the authorities?) and thus the Greek notes were due to, for instance, a Greek functionary involved in archiving such texts. O. Tempeleide 93 seems to suggest the latter, as the Greek name σεντπετεχων[628] noted on the verso is originally an Egyptian name: *T3-šr.t-P3-dj-Ḫnsw*.[629]

In at least two cases the Greek lines on the verso seem to have absolutely no relevance to the oath written on its recto.[630] This could mean that those lines may have been added when the ostracon was re-used for other purposes, maybe after being discarded.

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625 The Greek words are written without accent or *spiritus* on the original text.

626 O. Tempeleide 86 B (Hermon: oath-taker), O. Tempeleide 171 (Artemidoros: oath-taker); O. Louvre E 7866 (*ɜjkljlws* based on Kaplony-Heckel, *Tempeleide*, p. 391, oath-taker), O. Louvre E 8600 (Ptolemaios: oath-taker); O. Tempeleide 138 (Protion: opponent?); O. Louvre E 10329 (Hermaios, son of Agathon: opponent).

627 Although we do have a few temple oaths written in Greek (whose parties indeed have Greek names as well). See above, p. 110 and Chapter 5, texts 16-21, p. 284-297.

628 See note 625.

629 For more on this matter, see § 4.2.4.3.

630 O. Leiden 302 and O. Enchoria 21, p. 39, nr. 40.

3.4 APPENDICES

3.4.1 APPENDIX 1: WOMEN IN THE TEMPLE OATHS

Table a. Women as oath-takers, opponents and oath-helpers (with or without trustee)

Oath **O. Temp. = O. Tempeleide**		**God invoked** **Med. = Medamud**	**Subject matter**	**Woman's role** **A = oath-taker** **D = opponent** **F = oath-helper** **NN = in the oath-text**	**Assert. of truth** **Clause III**	**Trustee** **Clause VI**
1	O. Temp. 1	Bull of Med.	divorce	A (defendant)	✔	
2	O. Temp. 2	Bull of Med.	divorce	NN	✔	
3	O. Temp. 3	Khonsu	divorce	NN	✔	
4	O. Temp. 4	Bull of Med.	divorce	NN	✔	✔
5	O. Temp. 5	Bull of Med.	divorce	A (defendant)		✔
6	O. Temp. 6	Bull of Med.	divorce	A (defendant)		
7	O. Temp. 7	Amun-of-the-Ogdoad	divorce	A (defendant)		
8	O. Temp. 8	Bull of Med.	divorce	A (defendant)		✔
9	O. Temp. 9	Bull of Med.	divorce	A (defendant)		
10	O. Temp. 10	The gods	divorce	A (defendant)		✔
11	O. Temp. 11	Khonsu	divorce	A (defendant)		
12	O. Temp. 12	Khonsu	divorce	A (defendant)	✔	
13	O. Temp. 13	Bull of Med.	divorce	A (defendant)	✔	
14	O. Temp. 14	[…]	divorce	A (defendant)		
15	O. Temp. 15	Bull of Med.	divorce	A (defendant)		✔
16	O. Temp. 16	Bull of Med.	divorce	A (defendant)		
17	O. Temp. 17	Bull of Med.	divorce	A (defendant)	✔	✔
18	O. Temp. 18	Bull of Med.	divorce	B (plaintiff)		
19	O. Temp. 19	Bull of Med.	divorce	A (defendant)	✔	✔
20	O. Temp. 20	[…]	divorce (?)	A (defendant?)		
21	O. Temp. 21	[…]	divorce	A (defendant)	✔	✔
22	O. Temp. 22	Bull of Med.	divorce	A (defendant) D (plaintiff)		
23	O. Temp. 23	Amun-of-the-Ogdoad	dowry dead woman	A (mother of dead woman ?)		
24	O. Temp. 26	Amun-of-the-Ogdoad	purgatory oath (misappropriation)	D (plaintiff)	?	
25	O. Temp. 28	Sobek	inheritance (land)	A (defendant) D (plaintiff) NN (wife of A)		
26	O. Temp. 30	Sobek	payment (for land)	F (wife and daughter of A)		
27	O. Temp. 32	Bull of Med.	payment (for land)	D (plaintiff)	✔	✔
28	O. Temp. 33	Bull of Med.	inheritance (house)	A (defendant) D (plaintiff)		

Table a. Women – continued (2)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
29	O. Temp. 37	Djeme	inheritance	D NN		
30	O. Temp. 40	Bull of Med.	?	NN		
31	O. Temp. 41	Bull of Med.	income shrine Montu	D (plainitff)		
32	O. Temp. 42	Sobek	legacy of a man	A (plaintiff) D (defendant)		
33	O. Temp. 43	Bull of Med.	purgatory oath (theft)	A (defendant)	✔	✔
34	O. Temp. 44 (= O. Leiden 284)	Geb/Kronos	payment (for a cow) and cession	D (plaintiff) F (wife of A)	✔	✔
35	O. Temp. 46	Bull of Med.	proof of ownership	D	✔	
36	O. Temp. 47	Sobek	right of disposal (mare and foals)	F (wife of A)	✔	
37	O. Temp. 49	Khonsu	payment (for mare's foals)	D (plaintiff)		
38	O. Temp. 55	Amun-of-the-Ogdoad	payment (based on a document)	D (plaintiff)		
39	O. Temp. 58	Amun-of-the-Ogdoad	barley	A (plaintiff)		
40	O. Temp. 59	Unknown	delivery of wheat	D (plaintiff)		
41	O. Temp. 61	Amun-of-the-Ogdoad	debt (wheat)	A (defendant) D (plaintiff)		
42	O. Temp. 65	Amun-of-the-Ogdoad	inheritance (about a document and wheat)	A (defendant) D (plaintiff) NN (mother)		
43	O. Temp. 67	Sobek	debt and cession	F (?)		
44	O. Temp. 71	Montu-Lord-of-Thebes	debt (wheat) and pledge	D (plaintiff)	✔	
45	O. Temp. 72	Amun-of-the-Ogdoad	pledge	A (defendant)		
46	O. Temp. 73	Khonsu	debt/liability	A (defendant) NN (dead mother)		
47	O. Temp. 76	Amun	debt	A (defendant) D (plaintiff)		
48	O. Temp. 80	Bull of Med.	payment (for wheat)	A (defendant)		
49	O. Temp. 88	Bull of Med.	purgatory oath (lease)	F (wife of A)	✔	✔

Table a. Women – continued (3)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
50	O. Temp. 93	Bull of Med.	purgatory oath (theft of crops)	A (defendant)	✔	
51	O. Temp. 94	Amun-of-the-Ogdoad	payment and delivery of wheat	A (defendant)		
52	O. Temp. 99	Bull of Med.	delivery of wheat	A (plaintiff)	✔	
53	O. Temp. 106	Bull of Med.	purgatory oath (theft of deposit)	A (defendant) D (plaintiff)		✔
54	O. Temp. 109	Bull of Med.	purgatory oath (theft of figs)	A (defendant)		
55	O. Temp. 113	Bull of Med.	purgatory oath (wheat and barley)	A (defendant)		
56	O. Temp. 114	Bull of Med.	purgatory oath (money and wheat)	A (defendant)	✔	
57	O. Temp. 124	Bull of Med.	purgatory oath (theft of varia)	A (defendant)	✔	✔
58	O. Temp. 127	Montu	bread	A (defendant)	✔	
59	O. Temp. 128	Bull of Med.	trade	F (wife of A)	✔	✔
60	O. Temp. 130	Bull of Med.	wine	NN		
61	O. Temp. 143	Bull of Med.	payment (for slaves)	A (defendant)	✔	
62	O. Temp. 145	Bull of Med.	deposit	D (plaintiff)	✔	✔
63	O. Temp. 146	The gods	payment of debt	D (plaintiff)		
64	O. Temp. 151	Amun-of-the-Ogdoad	debt (money)	A (defendant)		
65	O. Temp. 152	Sobek	debt (money)	D (plaintiff)		
66	O. Temp. 153	Khonsu	debt (money)	D (plaintiff)		
67	O. Temp. 154	Bull of Med.	loan (money)	A (defendant) D (plaintiff)	✔	
68	O. Temp. 162 A	Bull of Med.	payment (money)	A (witness)	✔	
69	O. Temp. 166	Khonsu	money	A (defendant) D (plaintiff)	✔	
70	O. Temp. 167	Montu	payment	D (plaintiff)		
71	O. Temp. 168	Khonsu	sale (clothing)	A (defendant)		
72	O. Temp. 170	Amun-of-the-Ogdoad	pledge of a door	A (defendant)		
73	O. Temp. 173	Bull of Med.	pledge	A (defendant) D (plaintiff)		
74	O. Temp. 176	Bull of Med.	a necklace	A (defendant) D (plaintiff)	✔	✔
75	O. Temp. 178	Amun-of-the-Ogdoad	clothing (*inw*)	A (defendant)		

Table a. Women – continued (4)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
76	O. Temp. 182	Bull of Med.	clothing (*inw*)	D (plaintiff) NN		
77	O. Temp 185	Bull of Med.	clothing and money	D (plaintiff)		
78	O. Temp. 187	Sobek	purgatory oath (theft of varia)	F (wife & sister of A)		
79	O. Temp. 189	Bull of Med.	funerary items	NN (mother &aunt of A)		
80	O. Temp. 196	Bull of Med.	purgation oath (theft)	A (defendant)	✔	✔
81	O. Temp. 198	Sobek	oven	A (plaintiff) D (defendant)		
82	O. Temp. 199	Amun-of-the-Ogdoad	theft	A (defendant: mother on behalf of her son) D (plaintiff)		
83	O. Temp. 200	Bull of Med.	purgatory oath (theft of a vessel)	A (defendant) D (plaintiff)	✔	
84	O. Temp. 201	Bull of Med.	two objects	A (defendant) NN	✔	✔
85	O. Temp. 202	Amon-of-the-Ogdoad	an object	A (defendant)		
86	O. Temp. 206	Sobek	purgatory oath (theft)	F (wife of A)		
87	O. Temp. 208	Geb/Kronos	purgatory oath (misappropriation)	A (defendant) D (plaintiff)		✔
88	O. Temp. 211	Bull of Med.	beating/inflicting injury	D (plaintiff) F (wife of A)	✔	
89	O. Temp. 215	Bull of Med.	purgatory oath (damage to a dike)	F (daughter of A)		
90	O. Temp. 224	Amun-of-the-Ogdoad	purgatory oath (beating)	NN		
91	O. FuB 10, p. 141, 141, nr. 5	Bull of Med.	money	A (defendant)	✔	✔
92	O. FuB 10, p. 142, nr. 6	Amun-of-the-Ogdoad	money	A (defendant) NN (sister of A)		
93	O. FuB10, p. 154, nr. 15	Khonsu	wheat	NN (mother of D)	✔	
94	O. FuB10, p. 163, nr. 24	Amun-of-the- Ogdoad	damage to a house (?)	NN (wives of A^1+A^2)		
95	O. FuB 10, p. 167, nr. 28	Bull of Med.	money	A (defendant?)		
96	O. FuB 10, p. 170, nr. 31	Bull of Med.	divorce	A (defendant)	✔	
97	O. FuB10, p. 172, nr. 32	Bull of Med.	divorce	A (defendant)		

Table a. Women —– continued (5)

Oath **O. Temp. = O. Tempeleide**		**God invoked** **Med. = Medamud**	**Subject matter**	**Woman's role** **A = oath-taker** **D = opponent** **F = oath-helper** **NN = in the oath-text**	**Assert. of truth** **Clause III**	**Trustee** **Clause VI**
98	O. FuB 10, p. 173, nr. 33	Montu	divorce	A (defendant)		
99	O. FuB 10, p. 174, nr. 34	Montu	divorce (?)	A (defendant) F (relation to A unknown)		
100	O. FuB10, p. 175, nr. 35	[…]	(share of the) harvest	A (defendant?)		
101	O. Leiden 289	[…]	[…]	A (defendant?)	✔	✔
102	O. Leiden 298	[Hathor?]	things (*nkt.*w)	A (defendant?) NN		
103	O. Leiden 299	Montu-Lord-of-Medamud	[…]	A (defendant?)		
104	O. Leiden 321	Bull of Med.	concerning NN?	NN (plaintiff's wife?)		
105	O. Enchoria 21, p. 37, nr. 38	Sobek	a cow	A (defendant) NN (sister of D)		
106	O. Enchoria 21, p. 43, nr. 43	Sobek	payment	NN		
107	O. Enchoria 21, p. 44, nr. 44	Sobek	(share of a) house	D (plaintiff) F (relation to A unknown)		
108	O. Turin G. 5	Sobek	divorce	A (plaintiff)		
109	O. Turin S. 12702+ S.12818	Sobek	divorce	A (defendant)		
110	O. Turin S. 12716+ S. 12850+S. 12885+ G.30	Sobek	divorce(?)	D (plaintiff)		
111	O. Turin S. 12778+ S. 12875	Sobek	debt	A (defendant)		
112	O. Turin S. 12666	Sobek	money	A (?)		
113	O. Turin S. 12814+ S. 12818	Sobek	sale of (?)	A (plaintiff) D (defendant)		
114	O. Turin 12694 B	Sobek	wheat	F (mother & sister of A?)		
115	O. Tait Bodl. 273	Herakles	payment of debt	A (defendant)		
116	O. Tait Bodl. 274	Geb	document in deposit	NN (wife of A & daughter of D)		
117	O. Tait Bodl. 276	not mentioned	things concerning a man and a woman	NN		
118*	O. Ashm. Mus. 8	Bull of Med.	[…]	A	[…]	[…]
119*	O. Ashm. Mus. 10	Bull of Med.	[…]	A	[…]	[…]
120*	O. Bodl. Libr.171	Bull of Med.	[…]	A	[…]	[…]
121*	O.Bodl. Libr. 380	Khonsu	wine	A		

Table a. Women --- continued (6)

Oath O. Temp. = O. Tempeleide		God invoked Med. = Medamud	Subject matter	Woman's role A = oath-taker D = opponent F = oath-helper NN = in the oath-text	Assert. of truth Clause III	Trustee Clause VI
122*	O. Bodl. Libr. 734	?	wheat and money	A		
123*	O. Bodl. Libr. 862	Bull of Med.	[…]	A	[…]	[…]
124*	O. Bodl. Libr. 864	Khonsu	clothing (*gtn*)	D		
125*	O. Bodl. Libr. 1188	Bull of Med.	possessions (of D's father)	A		
126*	O. Bodl. Libr. 1241	Sobek	[…]	A		
127*	O. BM EA 12065	Bull of Med.	tax payment	D		
128*	O. BM EA 12578	[…]	payment	A		
129*	O. BM EA 31140	[…]	[…]	D	[…]	[…]
130*	O. BM EA 31405	Bull of Med.	pledge of objects (for money)	A, D	[…]	[…]
131*	O. BM EA 31459	Djeme?	denial of claims	A		
132*	O. BM EA 31729	Bull of Med.	wheat	D		
133*	O. BM EA 31928	Montu	[…]	A	[…]	[…]
134*	O. BM EA 31986	Khonsu	payment (wheat)	A		
135*	O. BM EA 43594	Bull of Med.	purgatory oath (stealing?)	A, D		
136*	O. Cairo MH 2874	Djeme	wheat	D		
137*	O. Cairo MH 2984	Amun	[…]	A, D	[…]	[…]
138*	O. Cairo MH 3655	Amun-of-the-Ogdoad	divorce	A		
139*	O. Cairo MH 4208	Amun-of-the-Ogdoad	[…]	D	[…]	[…]
140*	O. Cairo CG 51252	Sobek	money (?)	A		
141*	O. Cairo CG 51450	Sobek	money and a house	D		
142*	O. Heidelberg 460	Amun-of-the-Ogdoad	clothing	A		
143*	O. Louvre E 9058	Bull of Med.	a box (?)	A		
144*	O. Louvre (no inv. nr.)	Bull of Med.	objects and money	A, D (?)		
145*	O. Malinine (no inv. nr.)	Amun-of-the-Ogdoad	purgatory oath	A		
146*	O. Strasb. 112	Amun-of-the-Ogdoad	(?)	A, D		
147*	O. Strasb. 152	[…]	pledge	D		
148*	O. Strasb. 192	Bull of Med.	purgatory oath (stealing)	A		
149*	O. Strasb. 346	[…]	[…]	A	[…]	[…]
150*	O. Strasb. 575	Khonsu	debt (after death of D' mother)	D (plaintiff)		
151*	O. Strasb. 614	Khonsu	wheat	A		

Table a. Women -– continued (7)

Oath **O. Temp. = O. Tempeleide**		**God invoked** **Med. = Medamud**	**Subject matter**	**Woman's role** **A = oath-taker** **D = opponent** **F = oath-helper** **NN = in the oath-text**	**Assert. of truth** **Clause III**	**Trustee** **Clause VI**
152*	O. Strasb. 668	Bull of Med.	[…]	A	[…]	[…]
153*	O. Strasb. 708	Khonsu	[…]	D		
154*	O. Strasb. 771	[…]	deposit	A (witness)		
155*	O. Strasb. 1693	Montu	[…]	A		
156*	O. Strasb. 1766	Bull of Med.	money	A		
157*	O. Strasb. 1855	Amun-of-the-Ogdoad	[…]	A		
158*	O. Strasb. 1930	Amun	object	A		
159*	O. Strasb. 1949	Bull of Med.	[…]	A		
160*	O. Strasb. 1951	Bull of Med.	pledge/stealing	A (on behalf of her son)		
161*	O. UCL (no inv. nr.)	Amun-of-the-Ogdoad	money	D		
162*	O. Zürich 1836	Sobek	accomplishment of a job (?)	A		

* Fragmentary and still unpublished temple oaths: mentioned by Kaplony-Heckel, *Tempeleide* (1963), p. 379-403.

3.4.2 APPENDIX 2: GODS AND TEMPLES FOR SWEARING A TEMPLE OATH (clause Ic and IIa)

Table a. Gods and temples for swearing a temple oath in Thebes (east bank)

God invoked in the oaths	**Place of oath-taking** (as mentioned in the oaths)	**Location/Temple**
Imn-nswt-tȝ.wj-Ipj *Amun-king-of-the-two-Lands-in-Opet*	*inḥ* (?) *n Imn* courtyard (?) of Amun	Opet (Luxor)]Temple of Amun]
Mnṯ *Montu*	*m-bȝḥ Mnṯ* *before Montu*	Karnak [Temple of Montu]
	unknown	unknown
Mnṯ-nb-Wȝs.t *Montu-Lord-of-Thebes*	*pr Mnṯ* *temple of Montu*	Karnak [Temple of Montu]
	pr Mnṯ-(nb)-Wȝs.t *temple of Montu-(Lord)-of-Thebes*	Karnak [Temple of Montu]
Ḫnsw *Khonsu*	*m-bȝḥ Ḫnsw* *before Khonsu*	Karnak [Temple of Khonsu]
	m-bȝḥ Ḫnsw-m-Wȝs.t-Nfr-ḥtp *before Khonsu-in-Thebes-Neferhotep*	Karnak [Temple of Khonsu]
	pr Ḫnsw-m-Wȝs.t *temple of Khonsu-in-Thebes*	Karnak [Temple of Khonsu]
	pr Ḫnsw-m-Wȝs.t-Nfr-ḥtp *temple of Khonsu-in-Thebes-Neferhotep*	Karnak [Temple of Khonsu]
	pr Ḫnsw-nb-ᶜḥᶜ *temple of Khonsu-Lord-of-the-length-of-life*	Karnak [Temple of Khonsu]
	unknown	unknown
Ἡρακλῆς *Herakles* (= Khonsu)	ἐπὶ τοῦ Ἡρακλείον *at the Herakleion*	Karnak [Temple of Khonsu]
	ἐπὶ τοῦ Χεσεβαιήου *at the Khesebaieion*	Karnak [Temple of Khonsu]
Ḫnsw-m-[*Wȝs.t*] *Khonsu-in-*[*Thebes*]	*pr Ḫn*[*sw-m-Wȝs.t*] *temple of Khon*[*su-in-Thebes*]	Karnak [Temple of Khonsu]
Ḫnsw-m-Wȝs.t-Nfr-ḥtp *Khonsu-in-Thebes-Neferhotep*	*pr* Ḫnsw*-m-Wȝs.t* *temple of Khonsu-in-Thebes*	Karnak [Temple of Khonsu]
Ḫnsw […] *Khonsu* […]	*pr Ḫnsw-nb-ᶜḥᶜ* *temple of Khonsu-Lord-of-the-length-of-life*	Karnak [Temple of Khonsu]
Ḫnsw-nb-ᶜḥᶜ *Khonsu-Lord-of-the-length-of-life*	*m-bȝḥ Ḫnsw-nb-ᶜḥᶜ* *before Khonsu-Lord-of-the-length-of-life*	Karnak [Temple of Khonsu]
Ḫnsw-nb-ᶜḥᶜ- m-Wȝs.t *Khonsu-Lord-of-the-length-of-life-in-Thebes*	*pr* Ḫnsw*-nb-ᶜḥᶜ -m-Wȝs.t* *temple of Khonsu-Lord-of-the-length-of-life-in-Thebes*	Karnak [Temple of Khonsu]

Table b. Gods and temple for swearing a temple oath in Thebes (west bank)

God invoked in the oaths	**Place of oath-taking** (as mentioned in the oaths)	**Location/Temple**
Imn *Amun*	*pr* / *pꜣ* (*n*) *Ḏmꜣ* *temple* (*of*) *Djeme*	Medinet Habu [temple of Amun]
	ḫftjḥ n Ḏmꜣ *dromos of Djeme*	Medinet Habu [temple of Amun]
Imn-nꜣj.w-Ḫmn-iw *Amun-of-the-Ogdoad*	*inḥ* (?) *n Ḏmꜣ* *courtyard* (?) *of Djeme*	Medinet Habu [temple of Amun]
	pr / *pꜣ* (*n*) *Ḏmꜣ* *temple* (*of*) *Djeme*	Medinet Habu [temple of Amun]
	ḫftjḥ n Ḏmꜣ *dromos of Djeme*	Medinet Habu [temple of Amun]
	ḫftjḥ n pr Ḏmꜣ *dromos of the temple of Djeme*	Medinet Habu [temple of Amun]
Ḏmꜣ *Djeme*	*m-bꜣḥ Ḏmꜣ* *before Djeme*	Medinet Habu [temple of Amun]
	pr Ḏmꜣ *temple of Djeme*	Medinet Habu [temple of Amun]
	ḫftjḥ Ḏmꜣ *dromos of Djeme*	Medinet Habu [temple of Amun]

Table c. Gods and temples for swearing a temple oath in Medamud

God invoked in the oaths	**Place of oath-taking (as mentioned in the oaths)**	**Location/Temple**
Mnṯ-nb-Mtn *Montu-Lord-of-Medamud*	*pr Mnṯ-(nb)-Mtn* *temple of Montu-(Lord-of)-Medamud*	Medamud (?) [temple of Montu]
	Unknown	Unknown
Kꜣ Mtn *Bull of Medamud*	*m-bꜣḥ pꜣ kꜣ Mtn* *before the Bull of Medamud*	Medamud [temple of Montu]
	pr Mnṯ-(nb)-Mtn *temple of Montu-(Lord-of)-Medamud*	Medamud [temple of Montu]
	pr Ḏmꜣ n pr Mnṯ-(nb)-Mtn *temple of Djeme in the temple of Montu-(Lord-of-)-Medamud*	Medamud [temple of Montu]
	rꜣ n pr Mnṯ-nb-Mtn *gate of the temple of Montu-Lord-of-Medamud*	Medamud [temple of Montu]
	rꜣ (n) Ḏmꜣ *gate (of) Djeme*	Medamud [temple of Montu]
	rꜣ (n) Ḏmꜣ (n) pr Mnṯ *gate (of) Djeme (in) the temple of Montu*	Medamud [temple of Montu]
	rꜣ (n) Ḏmꜣ (n) pr Mnṯ-nb-Mtn *gate (of) Djeme (in) the temple of Montu-Lord-of-Medamud*	Medamud [temple of Montu]
	rꜣ (n) pr/pꜣ (n) Ḏmꜣ (n) pr/pꜣ Mnṯ-(nb)-Mtn *gate (of) the temple (of) Djeme (in) the temple of Montu-(Lord)-of-Medamud*	Medamud [temple of Montu]
	s.t (n) pꜣ kꜣ Mtn *place (of) the Bull of Medamud*	Medamud [temple of Montu]
	mꜣᶜ / rꜣ (?) […] *place / gate (?) […]*	Medamud (?) [temple of Montu]
	m-bꜣḥ (?) […] *before (?) […]*	Medamud (?) [temple of Montu]
Kꜣ nb Mtn *Bull Lord-of-Medamud*	*pr (n) Ḏmꜣ (n) pꜣ Mnṯ Mtn* *temple (of) Djeme (in) the temple of Medamud*	Medamud [temple of Montu]

Table d. Gods and temples for swearing a temple oath in Koptos and Dendera

God invoked in the oaths	**Place of oath-taking (as mentioned in the oaths)**	**Location/Temple**
Κρόνος *Kronos* (= Geb)	ἐπὶ τοῦ ἐν Κόπ(τῳ) Κρονείου *at the Kroneion in Kop(tos)*	Koptos [temple of Kronos/Geb]
Gb Geb	*pȝ wbȝ* (?) *n Iwnt* *the forecourt* (?) *of Dendera*	Dendera [temple of Geb?]

Table e. Gods and temples for swearing a temple oath in Pathyris and Krokodilopolis

God invoked in the oaths	**Place of oath-taking (as mentioned in the oaths)**	**Location/Temple**
Ḥ.t-Ḥr *Hathor*	*ḥw.t-nṯr n Ḥ.t-Ḥr* *temple of Hathor*	Pathyris [temple of Hathor]
	ḥw.t-nṯr n Pr-Ḥ.t-Ḥr *temple of Per-Hathor*	Pathyris [temple of Hathor]
Inpw *Anubis*	*m-bȝḥ Inpw* *before Anubis*	Pathyris [temple of ?]
Sbk *Sobek*	*ḥw.t-nṯr* (*n*) *nb-Bḫn.t* *temple* (*of*) *the Lord-of-the-Pylon*	Krokodilopolis [temple of Sobek]
	ḥw.t-nṯr (*n*) *Bḫn.t* *temple* (*of*) *the Pylon*	Krokodilopolis [temple of Sobek]
	ḥw.t-nṯr *temple*	Krokodilopolis [temple of Sobek]
Sbk nb-Bḫn.t *Sobek Lord-of-the-Pylon*	*ḥw.t-nṯr* (*n*) *nb-Bḫn.t* *temple* (*of*) *the Lord-of-the-Pylon*	Krokodilopolis [temple of Sobek]
Κρόνος *Kronos* (= Geb)	ἐπὶ τοῦ Κρονείου *at the Kroneion*	Krokodilopolis [temple of Kronos/Geb]

3.4.3 APPENDIX 3: TEMPLE OATHS ON PAPYRI

Table a. Temple oaths written on papyri from family archives

	Oath	Dispute's subject matter	Provenance and Date	Archive
1	O. Temp. 34 = P. Amen. 13	House	Thebes, 117 B.C.	Amenothes, son of Horos (TM ID: 9)
2	O. Temp. 35 = P. Amen. 11	House	Thebes, 118 B.C.	Amenothes, son of Horos (TM ID: 9)
3	O. Temp. 37 = P. BM Reich 10079 A	inheritance (items?)	Thebes, 202 B.C.	? See also the related P. BM Reich 10079 D (cession)
4	P. Amherst 61 = P. Survey 53	Inheritance	Thebes, 114 B.C.	Theban Choachytes
5	O. Temp. 29 = P. Adler 17	Land	Pathyris, 94/93 B.C	Horos, son of Nechouthes (TM ID: 106)
6	O. Temp. 30 = P. Adler 28	Land	Pathyris, after 99 B.C.	Horos, son of Nechouthes (TM ID: 106)
7	O. Temp. 67 = P. Adler 19	document (cession?)	Pathyris, 93 B.C.	Horos, son of Nechouthes (TM ID: 106)
8	O. Temp. 36 = P. Strasb. 12	*pastophorion* (i.e. priests' accommodation)	Pathyris, 88/87 B.C.	Harsiesis, son of Schotes (TM ID: 98) See also in this archive: P. Strasb. 8 (sale contract) and P. Grenf. II 35 (Greek bank receipt) related to the same *pastophorion*
9	O. Temp. 28 = P. Erbstreit dossier 12	land/inheritance	Pathyris, 135 B.C.	Erbstreit (TM ID: 81)
10	P. Erbstreit dossier 19	land/inheritance	Pathyris, 133 B.C.	Erbstreit (TM ID: 81)
11	O. Temp. 172 A = P. Rylands 36	loan of money	Pathyris, 90 B.C.	Pelaias, son of Eunous alias Nechouthes (TM ID: 180)
12	O. Tempeleide 216 = P. Botti 40	lease of boxes	Deir el Medina, 189-100 B.C.	Archive of Deir el Medina (personnel temple of Hathor)

3.4.4 APPENDIX 4: OATH-HELPERS IN THE TEMPLE OATHS (clause IVaa)

Table a. Oath-helpers: gender and relationship with the 'main' oath-taker

Oath		Oath-helper (gender and relationship with A = oath-taker)	Subject matter	Provenance and Date
1	O. Temp. 4	a man, relationship with A: unknown	divorce (adultery)	Thebes, 123/122 B.C.
2	O. Temp. 30	wife and daughter of A	payment (land plot)	Thebes, 99 B.C. (?)
3	O. Temp. 36	wife of A	*Pastophorion*	Pathyris, 88/87 B.C.
4	O. Temp. 43	husband of A	purgatory oath (illegitimate possessions)	Thebes, late Ptol.
5	O. Temp. 44	wife of A	payment (cow) and cession	Thebes, late Ptol.
6	O. Temp. 47	wife of A	right of disposal (mare and foals)	Pathyris, 90/89 B.C.
7	O. Temp. 63	brother of A	debt (wheat)	Thebes,
8	O. Temp. 67	brother of A; a man and a woman, relationship with A: unknown	debt and cession	Pathyris, 94/93 B.C.
9	O. Temp. 96	son of A	payment (delivery of barley)	Pathyris,
10	O. Temp. 120	father of A	purgatory oath (theft of cereals)	Thebes, late Ptol.
11	O. Temp. 128	wife of A	trade (wheat/wine)	Thebes, late Ptol.
12	O. Temp. 137	wife of A	purgatory oath (theft of wine)	Thebes (?), late Ptol.
13	O. Temp. 145	sister of A	deposit of money	Thebes, 103/102 B.C.
14	O. Temp. 164	a woman, relationship with A: unknown	payment (contract/job?)	Thebes, late Ptol.
15	O. Temp. 165	mother of A; a woman, relationship with A: unknown	asset claim	Thebes, late Ptol.
16	O. Temp. 168	son of A	sale (defect clothing)	Thebes, 44/43 or 22/21 B.C.
17	O. Temp. 174	brother of A	payment (pledges)	Pathyris, 95/94 B.C.
18	O. Temp. 187	wife, sister and brother of A	purgatory oath (theft of various items)	Pathyris, 97/96 B.C.
19	O. Temp. 190	sister of A	purgatory oath (theft: tomb robbery)	Pathyris, late Ptol.
20	O. Temp. 200	brother of A	purgatory oath (theft of a vessel)	Thebes, 102/101 or 99/98 B.C.
21	O. Temp. 211	wife of A	beating/inflicting injury	Thebes, 102/101 B.C.
22	O. FuB 10, p. 135, nr. 1	daughter of A	delivery of wine	Thebes (?), 43 B.C.
23	O. FuB 10, p. 174, nr. 34	a woman, relationship with A: unknown	payment (money)	Thebes (?), 108 (?) B.C.
24	O. P.L. Bat. 26, 57	wife and son of A	beating/inflicting injury	Thebes, 175 or 111 B.C.
25	O. Ench. 21, p. 44, nr. 44	a woman, relationship with A: unknown	inheritance (house)	Pathyris, late Ptol.
26	O. Wilcken 1150	two brothers of A	inflicting an injury	Thebes, 145 or 134 B.C.
27	O. Turin S.12778 + S. 12875	three sons of A	repayment of a debt	Pathyris, 123 B.C.
28	O. Turin 12694 B.	mother and sister of A	wheat (?)	Pathyris, late Ptol.

3.4.5 APPENDIX 5: SCRIBES OF THE TEMPLE OATHS (Clause V and Clause VII)

Table a. Scribes of the oath-text and the postscript known by name (and occasionally title)

Scribe's name		Oath-text (Thebes and Pathyris)	Postscript (Pathyris)	Place and date	Texts
1	*ỉrstjn* (?)	✔		Thebes (date missing)	O. Temp. 157
2	*Wn-nfr* son of *Pȝ-šr-Min*		✔	Pathyris/Krokodilopolis (90/89 B.C.)	O. Temp. 47
3	*Pȝ-šr-Min* son of *Wn-nfr pȝ ḥm-nṯr s*[*mw*(?) *pȝ rmṯ* (?)] *ntj šn n pȝ mȝᶜ*	?		Pathyris/Krokodilopolis (111 B.C.)	O. Enchoria 21, p. 39, nr. 40
4	*Pȝ-dj-Ḥr-wr* son of *Sbk*-[*ḥtp*]		✔	Pathyris/Krokodilopolis (133 B.C.)	P. Erbstr. dossier 19
5	*Pȝ-dj-Ḥr-smȝ-tȝ.wj* son of *Ns-Min*	✔		Pathyris/Krokodilopolis (114 B.C.)	O. Enchoria 21, p. 42, nr. 42
6	*Pa*-[…] *pȝ wᶜb ntj ᶜk*		✔	Pathyris/Krokodilopolis (94/93 B.C.)	O. Temp. 67
7	*Pa-Gb* son of *Sbk- ḥtp*		✔	Pathyris/Krokodilopolis (91/90 B.C.)	O. Temp. 172 A, O. Temp. 172 B
8	*Pa-tȝ.wj* son of *Hrj.w*	✔ (copy)		Pathyris/Krokodilopolis (133 B.C.)	P. Erbstr. dossier 19
9	*Pa-tȝ-Is.t-ᶜȝ.t*	✔		Pathyris (127/126 B.C.)	O. Temp. 180
10	*Nȝ-nḫt=f sȝ Pȝ-mr-iḥ pȝ wᶜb ntj ᶜḳ*	?	?	Pathyris/Krokodilopolis? (date missing)	O. Tur. S. 12716 + S. 12850 + S. 12885 + G. 30
11	*Nȝ-nḫt=f* son of *Pa-Gb*		✔	Pathyris/Krokodilopolis (102 or 100 B.C.)	O. Enchoria 21, p. 35, nr. 37
12	*Nȝ-nḫt=f* son of *Pa-tȝ.wj*	✔		Pathyris (88/87 B.C.)	O. Temp. 36
13	*Nȝ-nḫt=f* son of *Pa-tȝ.wj pȝ wᶜb ntj ᶜḳ n ḥw.t-ntr n Smn*		✔	Pathyris/Krokodilopolis (94/93 B.C.)	O. Temp. 29
14	*Ns-nb-ᶜnḫ sȝ Ḏḥwtj.w* [*pȝ wᶜb*] *ntj ᶜḳ*		✔	Pathyris/Krokodilopolis (123 B.C.)	O. Turin S. 12778 + S. 12875
15	*Ns-Ḫnsw* (?) *son of Wsir-wr*	✔		Thebes (95/94 or 62/61 B.C.)	O. Temp. 119 = O. Leiden 283
16	*Ḥr-sȝ-Is.t*		✔	Pathyris/Krokodilopolis (99 B.C ?)	O. Temp. 30
17	*Ḫf-Ḫnsw* son of *Wsir-wr*	✔		Thebes (Roman Period)	O. Temp. 52
18	*Ḫnsw-Ḏḥwtj* (?) son of *P-dj-Wsr*		✔	Pathyris/Krokodilopolis? (date missing; Ptol. Period)	O. Turin S. 12744
19	*Sȝ-Sbk* son of *Pȝ-šr*-[…]		✔	Pathyris (88/87 B.C.)	O. Temp. 36
20	*Sbk-ḥtp* son of *Ḥᶜpj-Mn*		✔	Pathyris (127/126 B.C.)	O. Temp. 180
21	*Ḏḥwtj-i.ir-dj-s* son of *Ḥr=Ḫnsw* (or trustee?)	✔		Thebes (?) (date missing)	O. Leiden 312
22	*Ḏḥwtj-sḏm* son of *Pa-wn*	✔		Thebes (?)	O. FuB 10, p. 180, nr. 39
23	*Ḏd-ḥr-pȝ-hb* son of *Pȝ- šr-Mnw*	✔		Thebes (date missing; Ptolemaic Period)	O. Temp. 160 = O. Leiden 285
24	[…] son of *Ỉj-m-ḥtp*	✔		Thebes (?) (107/106 or 105/103 or 71/70 B.C.)	O. Temp. 57
25	*Pa-tȝw.j* (?) *sȝ Ḥr*	✔		Pathyris, Late Ptol.	O. Turin 12694 B.

Table b. Oaths by the same scribe based on the handwriting ••

Oath		Place and year of oath writing	Oath(s) by the same hand	Place and year of oath writing
1	O. FuB 10, p. 140, nr. 4	Thebes, 120 B.C.	O. Leiden 279	Thebes; 121/120 B.C.
			O. Temp. 60	Thebes; 121/120 B.C.
			O. Temp. 201	Thebes; 127/126 B.C.
2	O. Leiden 279	See 1	See 1	See 1
3	O. Temp. 38	Thebes (no date)	O. Temp. 39	Thebes; 154/153 or 143/142 B.C.
			O. Temp. 40	Thebes; 158/157 B.C.
4	O. Temp. 39	See 3	See 3	See 3
5	O. Temp. 40	See 3	See 3	See 3
6	O. Temp. 45	Thebes; 120/119 B.C.	O. Temp. 63 (?)	Thebes; 120/119 B.C.
7	O. Temp. 47	Pathyris; 90/89 B.C.	O. Temp. 95	Pathyris; 92/91 B.C.
8	O. Temp. 60	See 1	See 1	See 1
9	O. Temp. 63	See 6	See 6	See 6
10	O. Temp. 66	Thebes; 102/101 B.C.	O. Temp. 177	Thebes; 105/104 or 102/101 B.C.
11	O. Temp. 86 A	Thebes; 118/117 B.C.	O. Temp. 86 B	Thebes; 118/117 B.C.
12	O. Temp. 86 B	See 11	See 11	See 11
13	O. Temp. 87	Thebes; 123/122 B.C.	O. Temp. 136	Thebes; 139/138 B.C.
14	O. Temp. 94	Thebes; early Roman.	O. Temp. 202	Thebes; early Roman.
15	O. Temp. 95	See 7	See 7	See 7
16	O. Temp. 96	Pathyris, date?	O. Temp. 175	Pathyris; 103/102 B.C.
			O. Temp. 198	Pathyris; 105/104 B.C.
17	O. Temp. 117A	Thebes; 95/94 or 62/61 B.C.	O. Temp. 117 B	Thebes; 95/94 or 62/61 B.C.
18	O. Temp. 117B	See 17	See 17	See 17
19	O. Temp. 123	Thebes; 113/112 or 77/76 B.C.	O. Temp. 179	Thebes; 114/113 or 78/77 B.C.
20	O. Temp. 129	Thebes; 103/102 B.C.	O. Temp. 165	Thebes; (date fragmentary)
			O. Temp. 200	Thebes; 102/101 or 99/98 B.C.
21	O. Temp. 136	See 13	See 13	See 13
22	O. Temp. 162 A	Thebes; 104/103 B.C.	O. Temp. 162 B	Thebes; 104/103 B.C.
23	O. Temp. 162 B	See 22	See 22	See 22
24	O. Temp. 165	See 20	See 20	See 20
25	O. Temp. 172 A	Pathyris; 91/90 B.C.	O. Temp. 172 B	Pathyris; 91/90 B.C.
26	O. Temp. 172 B	See 25	See 25	See 25
27	O. Temp. 173	Thebes; 103/102 or 100/99 or 67/66 or 38/37 B.C.	O. Temp. 210	Thebes; 104/103 or 101/100 or 68/67 or 39/38 B.C.
28	O. Temp. 175	See 16	See 16	See 16
29	O. Temp. 177	See 10	See 10	See 10
30	O. Temp. 179	See 19	See 19	See 19
31	O. Temp. 198	See 16	See 16	See 16
32	O. Temp. 200	See 20	See 20	See 20
33	O. Temp. 201	See 1	See 1	See 1
34	O. Temp. 202	See 14	See 14	See 14
35	O. Temp. 210	See 27	See 27	See 27

•• According to Kaplony-Heckel, *Tempeleide* (1963).

3.4.6 APPENDIX 6: TRUSTEES OF THE TEMPLE OATHS (Clause VI)

Table a. Trustees known by name and/or title (in alphabetical order)

Name and/or title trustee		Demotic Oaths (all from Thebes)	God and place of oath-taking (as mentioned in the oaths)	Lapse of time (between oath redaction and oath-taking)
1	[NN] son of *Pȝ-msḥ* (?)	O. Temp. 124	*Bull of Medamud; at the gate of Djeme in the temple of Montu-Lord-of-Medamud*	unknown (date oath redaction not mentioned)
2	*ȝmnjws* (*pȝ šms*)	O. Temp. 129	same as 1	same as 1
3	*ȝmns* (2nd party)	O. FuB 10, p. 168, nr. 29	same as 1	same as 1
		O. Temp. 31	same as 1	same day
4	*ȝmns* son of *Lsjmḳws*	O. Temp. 97	*Bull of Medamud; before the Bull of Medamud*	same day
5	*ȝpll*	O. Temp. 5	same as 1	same as 1
6	*ȝplndjs*	O. Temp. 43	*Bull of Medamud; at the gate (of the temple) of Djeme in the temple of Montu-Lord-of-Medamud*	3 months (?)
7	*Imn-ḥtp* (?)	O. Temp. 32	same as 1	same as 1
8	*Pȝ-išwr*	O. Temp. 106	same as 1	same as 1
		O. Temp. 197	*Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life*	unknown (date oath-taking missing; date oath redaction not mentioned)
		O. Temp. 208	*Geb; forecourt of Dendera*	unknown (date oath redaction not mentioned)
9	*Pȝ-mȝj-ḥsj* (?)	O. Temp. 17	same as 1	1 day
10	Pȝ-*Mnṯ* son of *Pȝ-dj-Imn-Ipj*	O. Temp. 87	same as 1	1 day
11	*Pȝ-Ḫmnw* son of *Pȝ-šr-Ḫnsw*	O. Temp. 45	same as 1	same as 1
12	*Pȝ-ḫrd* (*pȝ rd*)	O. Temp. 149	same as 1	same as 1
13	*Pȝ-šȝ-*(?)	O. Temp. 60	same as 1	same as 1
14	*Pȝ-šr-Imn*	O. Temp. 100	*Montu; temple of Montu-Lord-of- Thebes*	unknown (date oath redaction not mentioned)
		O. Brooklyn 127	unknown (both god's name and place of oath-taking missing)	unknown (both dates missing)
15	*Pȝ-šr-Imn* son of *Pȝ-šr-*[…]	O. Temp. 186	same as 1	same as 1
16	*Pȝ-šr-Inpw*	O. Temp. 177	same as 1	same as 1
17	*Pȝ-šr-Is.t* (oath-taker)	O. Temp. 90	same as 1	same day
18	*Pȝ-šr-Ḫnsw* (*pȝ šms*?)	O. Temp. 145	same as 1	same as 1
19	*Pȝ-šr-Ḫnm* son of *Ḫnsw-Ḏḥwtj*	O. Brooklyn 121	*Geb;* (place of oath-taking missing)	same as 1
20	*Pȝ-dj-*[…]	O. Temp. 10	*The gods who rest here; temple of Djeme in the West* (?)	same as 1
		O. Temp. 21	*(Khonsu); temple of Khonsu-Lord-of-the-length-of-life*	unknown (date oath redaction partially missing)

Table a. Trustees – Continued (2)

Name and/or title trustee		Demotic Oaths (all from Thebes)	God and place of oath-taking (as mentioned in the oaths)	Lapse of time (between oath redaction and oath-taking)
21	*Pȝ-dj-Ḫnsw*	O. Temp. 15	same as 1	same as 1
22	*Pȝj-…*	O. Temp. 194	*Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life*	unknown (date oath redaction not mentioned)
23	*Pȝj-kȝ*	O. Leiden 308	*Bull of Medamud*; unknown (place of oath-taking missing)	unknown (date oath-taking missing; date oath redaction not mentioned)
24	*Pȝj-kȝ pȝ ḥm*	O. FuB 10, p. 165, nr. 26	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)
25	*Pȝ-Mnṯ*	O. Temp. 57	*Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life*	unknown (date oath redaction not mentioned)
26	*Pa-pȝ-dj*	O. BIFAO 96, p. 3	same as 1	unknown (both dates not mentioned)
27	*Ptlmjs*	O. Temp. 188	same as 1	1 day
28	*Ptlmjs* son of *Pa-Ḥr*	O. Temp. 196	(*Bull of Medamud*?); *before the Bull of Medamud*	unknown (date oath redaction not mentioned)
29	*Hbjs*	O. ZÄS 109, p. 122	same as 1	same day
30	*Hngrts*	O. Leiden 310	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)
31	*Hrjw* son of *Pa-tm*	O. Temp. 8	same as 1	1 day
32	*Hrklts* (oath-taker)	O. Temp. 31	same as 1	same day
33	*Ḥr-m-ḥb* son of *Pa-ḫrṯ.w* (?)	O. Temp. 128	*Bull of Medamud*; (place of oath-taking missing)	unknown (both dates not mentioned)
34	*Ḫnsw- Ḏḥwtj*	O. Temp. 25	same as 1	same as 1
		O. Temp. 171	*Khonsu; temple of Khonsu*	unknown (date oath redaction not mentioned)
35	*Ḫnsw-Ḏḥwtj* son of *Hrjw*	O. Temp. 4	same as 1	same as 1
36	*Ḫnsw-Ḏḥwtj* son of *Ḏḥwtj-sḏm*	O. Temp. 19	*Bull of Medamud; before the Bull of Medamud*	7 days
37	*šms* (name missing)	O. Temp. 123	*Khonsu-Lord-of-the-length-of-life; temple of Khonsu-Lord-of-the-length-of-life*	unknown (date oath redaction not mentioned)
	šms (?)	O. Leiden 278	same as 1	unknown (date oath-taking missing)
38	(*pȝ*) *s* 2 (?) (the contestants?)	O. Temp. 44 (= O. Leiden 284)	*Geb; pȝ wbȝ* (?) *n Ta-Ḏmȝ*	unknown (both dates not mentioned)
39	*Kphln*	O. Temp. 207	unknown (both god's name and place of oath-taking missing)	unknown (date oath-taking missing)
40	*Twtw* son of *Pȝ-šr-Mnw* (the lesonis?)	O. Temp. 35 (= P. Amen. 11)	*Amun; temple of Djeme*	unknown (date oath redaction not mentioned)
41	*Twtw-ḥtp* (?) son of *Pȝ-ḥm-bk*	O. FuB 10, p. 155, nr. 16	unknown (both god's name and place of oath-taking missing)	unknown (date oath-taking missing; date oath redaction not mentioned)
42	… *tmws*	O. Temp. 66	same as 1	same as 1
43	*Tmtrjs* (?)	O. Temp. 138	same as 1	same as 1
44	*Ḏḥwt-i.*(*ir-dj.t*)*-s*	O. P.L. Bat.26, 57	same as 1	same as 1
45	*Ḏḥwtj-i.ir-dj-s* son of *Pa-…*	O. FuB 10, p. 153, nr. 14	*Khonsu; temple of Khonsu-in-Thebes-Neferhotep*	unknown (date oath redaction not mentioned)
46	*Ḏḥwtj-i.ir-dj-s* son of *Ḥr-Ḫnsw*	O. Leiden 312 (or scribe?)	unknown (both god's name and place oath-taking missing)	unknown (both dates missing)