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

Massa, V.

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Author: Massa, V.

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CHAPTER 4

SWEARING A TEMPLE OATH: THE PROCEDURE

- 1. Introduction – 2. Phases and Stages of the Temple Oath Procedure –
3. Temple Oath Procedure and Dispute Settlement in Ptolemaic Egypt –
4. Summary – 5. Appendices: P. Grenf. I 11 and P. Mattha*

This chapter addresses the procedure underlying the swearing of a decisory temple oath to settle a dispute in Ptolemaic Egypt. All stages of the oath procedure, including the authorities involved, are dealt with: from the early stages regarding the imposing and writing of the oath-text on an ostrakon up until the oral enactment of the oath itself within the temple area, to the final stages after swearing the oath (or not), including the storage of the ostraca bearing the oath-text after the procedure had been completed. The temple oaths are also placed in the broader context of the litigation procedure in Ptolemaic Egypt, with a focus on the position and the role of the temple oaths in dispute settlement.

4.1 INTRODUCTION

4.1.1 Status Quaestionis: Previous Studies and Present Investigation

Ptolemaic temple oaths were used primarily to settle a dispute in cases where the substance⁶³¹ of the conflict could not be ascertained by documents or witnesses, and the veracity of the statements of the disputing parties could not be established or the impasse in the disagreement otherwise resolved.⁶³² The system worked on the basis of complete trust in the supernatural range of power of the oath. The function of the invocation of a divine authority was evidently to guarantee the veracity of the contents of the oath, the all-knowing god being expected to avenge any lie pronounced in his name. Punishment and retaliation by an offended god was indeed considered a real threat to the ancient Egyptians. The role of the higher authority, the gods, involved in the taking of oaths from the Early Pharaonic Period through the Ptolemaic Period has been addressed extensively in Chapter one.⁶³³

Aside from this higher authority, what do we actually know about the worldly authorities involved and the underlying legal procedure which led to the swearing of a temple oath and, ultimately, to the settlement of the dispute? For instance, who exactly imposed a temple oath upon one of the litigants as the ultimate solution of a dispute? Were these formal, judicial authorities adjudicating between the parties in court or did other, perhaps more

⁶³¹ For an overview of the subject matters of temple oaths, see § 3.2.2.2. For oaths from other historical periods, see § 2.2 (Pharaonic Period) and § 2.3 (Late Period).

⁶³² The disputing parties had two options for resolving their dispute, either to deliver proof or to swear an oath. On this matter, see below, p. 187-188.

⁶³³ See especially § 1.1.

informal, proceedings for daily life disputes exist where no proof or witnesses were available (e.g. mediation)? And did these authorities, either judicial or mediating, also play a role in other stages of the oath procedure, for instance during the oath-taking ceremony or after that, when the legal consequences of the oath came into effect? Moreover, who formulated and wrote the text of the oath on the ostracon, including the consequences for swearing the oath or refusing to do so (that is: the conditional judgement)?

Previous studies on temple oaths have only partially dealt with the procedural aspects of swearing a temple oath. Apart from scattered text publications of one or a few new temple oaths by various authors,⁶³⁴ two scholars have dealt with temple oaths more extensively, namely the legal historian E. Seidl and the demotist U. Kaplony-Heckel. Only Seidl, however, has provided us with studies of the temple oaths from a legal point of view, first in his dissertation *Der Eid im ptolemäischen Recht* (1929), complemented by additional remarks on the subject in the brief article *Neue Studien zum Eid im ptolemäischen Recht* (1952), and finally in his broader study of Ptolemaic law, *Ptolemäische Rechtsgeschichte* (1962). In *Der Eid* the focus is not on the Egyptian temple oaths exclusively, but also on Greek forms of oath in Ptolemaic Egypt, such as the royal oaths (βασιλικοὶ ὅρκοι) and the so-called ‘legal oaths’ (νόμιοι ὅρκοι) in Alexandria.⁶³⁵ Moreover, the procedural aspects of taking a temple oath are only partially addressed, whereas Seidl’s analysis of the material and conclusions are based on a relatively small group of sources available at that time. Additional remarks about both the use of temple oaths in lawsuits and certain procedural aspects, such as the authority who had the power to impose a temple oath, were presented a few decades later in *Neue Studien zum Eid*, partially based on new text material. Specific aspects of the procedure underlying the imposing and taking of a temple oath, such as the role and intervention of the village *epistates* in helping the disputants reach an agreement, are also addressed in Seidl’s *Ptolemäische Rechtsgeschichte*. This book is invaluable for the legal framework it provides concerning Ptolemaic law, legal authorities and officials; however, the oaths themselves are not the main subject, but specific cases are examined *ad hoc* in the context of the broader theme of the administration of justice. A systematic reconstruction of the oath procedure is not Seidl’s foremost objective, but his work on the subject from a legal point of view provides a starting point for this chapter.

Although Kaplony-Heckel’s work on temple oaths primarily consists of publications of texts, a brief section dedicated to the legal authorities related to the swearing of a temple oath can be found in the introduction to *Die demotischen Tempeleide* (1963). More recently, in her article *Sowahr der Stier von Medamud lebt* (1994), she formulated several relevant questions about the procedure underlying the swearing of a temple oath (specifically the role of the legal authorities, e.g. the Egyptian judges, and the place and date of oath-taking). However,

⁶³⁴ For a list of temple oaths publications, see Chapter 2, p.78, note 317.

⁶³⁵ See Chapter 2, p. 76.

the result is a collection of data with several general comments, not a systematic analysis of the material from a legal point of view.

The oath procedure itself still needs to be systematically examined, including the material published over the last decades, the new Turin temple oaths and other legal sources dealing with the use of oaths (e.g. P. Grenf. I 11 and P. Mattha, for which see below). In particular, the identity and role of the legal authorities and third parties involved in the various procedural stages still require further investigation.

In an attempt to fill the gaps, the present chapter will first provide a general outline of the temple oath procedure (see below § 4.2.1), whereby three phases 1, 2, 3 (i.e. before, during and after the oath-taking) and six stages (A through F) are identified, followed by an analysis of these phases and stages. The first section (see below § 4.2.2) deals with the procedure before the oath-taking at the temple, addressing three main topics: first, the authorities to whom the disputing parties turned in the first instance when seeking assistance in settling their conflict; second, the scribe who wrote the oath-text on the ostrakon, and finally, the role of the trustee.

The second section (see below § 4.2.3) concerns the procedure of the oath-taking ceremony.⁶³⁶ The following topics are addressed: first, the place and time of oath-taking (specifically the tendency to swear by certain gods and temples, the exact spot where the oath was sworn, and the symbolic gestures or acts which were possibly performed during the oath-taking ceremony); second, the role of the persons present at the oath-taking ceremony. And finally, the outcome of the oath-taking, i.e. whether the oath had been taken, or not, and how we know that it was taken.

The third section (see below § 4.2.4) deals with the procedure after the oath-taking. The investigation focuses on three topics: first, the role and identity of the legal authorities who intervened if the oath had been refused, for instance by supervising that the consequences of the oath were carried out; second, the documents that were usually needed in order to wind up the case, and the scribe(s) who wrote them; and finally, the storage of the ostraca after swearing the oath.

To conclude, the position and role of temple oaths in the dispute settlement in Ptolemaic Egypt will be dealt with, by considering the disputing process model developed by legal anthropologists and the actual ancient Egyptian methods and procedures for handling disputes, in particular those from the Ptolemaic Period.

⁶³⁶ As discussed in Chapter 3 (see p. 116, note 453), the expression ‘at (the temple)’ has been chosen as opposed to ‘in (the temple)’ to clarify that the oath was not necessarily taken inside the temple itself but rather at the dromos, leading to the gate of the temple, or at the gate itself. In fact, only priests were allowed to enter the sacred area of the temple, so the oaths by ordinary people were usually sworn in the temple forecourts.

4.1.2 Sources for the Reconstruction of the Temple Oath Procedure

The sources for this investigation are not only the proper temple oaths, both Demotic and Greek, but also other (legal) documents, mostly from the Ptolemaic Period.⁶³⁷ Indeed, we must keep in mind that written temple oaths represent an oral procedure and that they (at least those recorded on ostraca which happen to be the vast majority) served as a draft, an *aide-mémoire* for the actual pronouncement of the oath at the temple. Accordingly, the text of temple oaths written on ostraca does not record all stages of the actual temple oath procedure, since all persons involved probably knew its standard part. Hence, only the essence was preserved on the ostrakon.

The study of the temple oaths formula in Chapter 3 has provided valuable information for a schematic reconstruction of the underlying procedure. Moreover, it appears that when temple oaths are studied in context (for example a family archive), or when an official adds certain notes to the oath-text, additional information about the procedure, otherwise hidden from us, can be disclosed.⁶³⁸ Nevertheless, many gaps in the stages of the temple oath procedure remain unfilled.

As previously mentioned (p. 78-79), other legal texts from the Ptolemaic Period provide additional, useful information to reconstruct the procedure of taking a temple oath. The Greek document P. Grenf. I 11 (from Gebelein, after 181 B.C.) is a copy of a dossier concerning a dispute about the boundaries of a plot of land in Pathyris, which was eventually settled by the swearing of a temple oath.⁶³⁹ The actual wording of the oath has not been preserved, but, fortuitously, a description of several stages of the oath procedure (including the early stages) has.

Also relevant for this study is the so-called Legal Code of Hermopolis, also known as P. Mattha (first half of 3rd century B.C.), which is actually a manual of Egyptian law collecting juridical cases, some of which are complex and unusual, and describing how to deal with them.⁶⁴⁰ This ‘vade-mecum’, probably intended for use by Egyptian priest-judges (*n3 wptꜥ.w*, for which see § 4.1.3) and professional temple-scribes or scribe-notaries, indicates possible solutions in disputes (concerning lease, alimentation and marriage, inheritance, etc.)

⁶³⁷ On occasion, documents from the pre-Ptolemaic are quoted to illustrate the continuity of certain legal habits and procedures or to fill the lack of certain sources in the Ptolemaic Period of which the use in the Ptolemaic Period seems likely.

⁶³⁸ See for instance O. Tempeleide 28, part of the Erbstreit dossier (alias archive of Peteharsemtheus, son of Nechoutes = TM Arch. ID 81), showing how, during a trial held before the village *epistates* of Pathyris, an oath ended the dispute in favour of one of the parties. A new edition of the Greek and Demotic texts of the Erbstreit dossier is provided by Vandorpe and Vleeming, *Erbstreit Papyri, passim*. See also P. BM Reich 10079 A = O. Tempeleide 37 (oath) and P. BM Reich 10079 D (*sh n wj*, i.e. quitclaim/cession). For more about the last two texts, see Chapter 3, p. 136, note 526.

⁶³⁹ For P. Grenf. I 11, see below Appendix 1 (§ 4.5.1).

⁶⁴⁰ For P. Mattha, see below Appendix 2, (§ 4.5.2). There are other manuals known from Ptolemaic Egypt, but they are not all of significance to the temple oaths. On these manuals, for example from Tebtunis, see Depauw, *Companion*, p. 114-115; Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 821 and Lippert, *Demotisches juristisches Lehrbuch*, p. 167-175.

when the local customary law was unclear or ambiguous.⁶⁴¹ It provides a collection of formulae of various documents, among which many passages and practical information referring to the use and the wording of oaths, most of which appear to be decisory temple oaths, in specific cases. Although P. Mattha itself was probably written in the 3rd century B.C. and originates from Hermopolis, it appears that it was used throughout the country (thus implying that more copies were in circulation) and was still used in the 2nd century A.D.⁶⁴² So, the period of use of P. Mattha includes the period in which temple oaths are attested (185 B.C.–14 A.D.), and its mention of oaths is relevant to this study in many ways. In fact, on the one hand P. Mattha highlights and emphasizes the importance of the use of oaths as they seem to be employed in Egyptian law courts for quite a long period and in all kinds of disputes. On the other hand, it offers some specific formulae of the temple oaths in particular, providing a template.⁶⁴³

Another handbook for priest-judges, the *Zivilprozessordnung* (from Thebes or Hermopolis, Ptolemaic Period), also provides examples and formulae of oaths used especially in lawsuits when the authenticity of documentary evidence is controversial.⁶⁴⁴ Moreover, several other legal and judicial texts from the Ptolemaic Period such as marriage settlements, sale contracts, trials, etc. including or mentioning an oath can on occasion be useful for reconstructing the procedure of taking a temple oath or for elucidating some stages and aspects of it. These scattered and dispersed texts will be consulted throughout our analysis whenever appropriate.

⁶⁴¹ For more about the Egyptian priest-judges and professional temple scribes, see below p. 190-193.

⁶⁴² Based on both newly discovered Demotic counterparts of P. Mattha, with a provenance other than Hermopolis, and a Greek translation of it dating to the Roman Period. See below Appendix 2.

⁶⁴³ See, in particular, P. Mattha, col. VIII-IX illustrating the case concerning the inheritance by the eldest son and a possible conflict with other children. On this specific passage of P. Mattha, see Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 497-508, especially p. 498-501.

⁶⁴⁴ For the transliteration and translation of the *Zivilprozessordnung*, see Lippert, *JJP* 33 (2003), 91-135, with references to previous literature. Also quoted by Lippert, *Einführung*, p. 175, in relation to oaths.

4.1.3 Ptolemaic Legal Authorities for Dispute Settlement: General⁶⁴⁵

Litigants in Ptolemaic Egypt could turn to several authorities for assistance.⁶⁴⁶ An overview of such authorities is provided by P. Strasb. Wiss. Ges. 18, 5-6 (from Gebelein, 133 B.C.).⁶⁴⁷ This document not only mentions the pre-eminent judicial authorities, viz. the Egyptian judges and the Greek law courts, but also officials at various levels of the hierarchy such as the *strategos*, the *epistates*, the *shn* official, and the ‘special delegates’ of the king whom the litigants could also apparently ask for help.⁶⁴⁸ Three of the authorities listed in this text are of particular interest to the temple oaths, namely: the judges, the *strategos* and the *epistates*. We will first discuss the judges, both Egyptian and Greek.

The judges (referred to as *n3 wpt.w* in Egyptian and as *λαοκρίται*, lit. *judges of the* (native) *people* in Greek) are Egyptian, most certainly priest-judges, i.e. selected from the priesthood, who primarily administered justice in the Ptolemaic Period at a local level. They were probably chosen from the ‘elders’ of the temple and sat in panels of three when adjudicating cases involving Egyptians. From the 2nd century B.C. they were joined by a royal representative, the so-called *eisagogeus*.⁶⁴⁹ They presided over local Egyptian courts (Egyptian: *ϵ.wj n wpj* lit. ‘house of judgement’; Greek: *λαοκρίσιον*) and held their sessions at the local temple gate, judging the lawsuits of the native population.⁶⁵⁰ The Greek law courts, the so-called *dikasteria*, are also mentioned (the *δικασταί*) and are probably on a par with the

⁶⁴⁵ There are many studies on Demotic law and the legal system in the Ptolemaic Period, see for instance the somewhat outdated but still valuable Taubenschlag, *Law*; Seidl, *Ptolemäische Rechtsgeschichte*; Wolff, *Justizwesen* and, more recently, Lippert, *Einführung*, p. 85-190. See also Méléze-Modrzejewski, in: Geller and Maehler (eds), *Legal Documents of the Hellenistic World*, p. 1-19; on the continuation of many aspects of the judicial system of Pharaonic Egypt into the Ptolemaic Period see Allam, *JEA* 77 (1991), p. 109-127, especially p. 119-127; for a survey of Demotic law, see Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 819-862, especially the section concerning litigation: p. 825-832, also providing many references to earlier literature along with an extensive bibliography; for a comprehensive handbook of law see Keenan, Manning, Yiftach-Firanko (eds), *Law and Legal Practice*. For an updated overview on the working of the administrative and legal systems see Rowlandson, in: Lloyd (ed.), *Companion to Ancient Egypt*, p. 237-254.

⁶⁴⁶ For legal pluralism see Wolff, *RIDA* 7 (1960), p. 191-223; Manning, *Last Pharaohs*, p. 178 and 200-201.

⁶⁴⁷ O. Gradenwitz, F. Preisigke, W. Spiegelberg, *Ein Erbstreit aus dem ptolemäischen Ägypten: griechische und demotische Papyri der Wissenschaftlichen Gesellschaft zu Strassburg* (1912), p. 49-57; cf. Lüddeckens, *Enchoria* 2 (1972), p. 26; Allam, *JEA* 77 (1991), p. 122 and Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès* (1993), p. 207-208.

⁶⁴⁸ For disputes about the rights of ownership (of real property) there was a specific procedure, the so-called ‘public protest’ (*šḥr*), whereby the plaintiff made a written, public complaint drawn up by a professional scribe and certified by witnesses, in each of three consecutive years. If the defendant did not respond within three years, the claim of the protestant to the property in question was considered legitimate. For the procedure and templates of a public protest, see P. Mattha, col. II, 12-13, 16-22; col. III, 23 and 29 and col. IX, 27. On this matter, see Muhs, in: Ryholt (ed.), *Acts Seventh Demotic Conference*, p. 259-272.

⁶⁴⁹ For more on priest-judges see Lippert, ‘Law Courts’, *UEE* 2012, p. 8-10; Wolff, *Justizwesen*, p. 48-53; Seidl, *Ptolemäische Rechtsgeschichte*, p. 70-71 and Rowlandson, *Laokritai*, Wiley Online Library. Cf. also Allam, *JEA* 77 (1991), p. 122-123, who suggests that the *laokritai*, i.e. the Egyptian judges, consisted not only of priests in their judicial capacity, but also of laymen; against him, Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 207-208 and note 40. For a trial before the *laokritai*, see Thompson, *Archive from Siut* and el-Aguizy, *BIFAO* 99 (1988), p. 51-62. For the *eisagogeus*, see also below, p. 193, note 694.

⁶⁵⁰ The word *λαοκρίσιον* occurs only once in P. Tebt. III¹ 795, 9, 14.

chrematistai, i.e. royal judges).⁶⁵¹ As they were specialised in judging the disputes of the Greek-speaking immigrants and operating in the cities, not in temples, they are of less interest for the study of the Demotic temple oaths. In fact, a royal decree promulgated in 118 B.C. stipulated that, from that date onwards, merely the written language of the legal documents, and no longer the ethnicity of the litigants, would determine the competence of the Egyptian and Greek tribunals.⁶⁵² In other words, the *laokritai* alias *n3 wpt.w* would judge litigants who used Egyptian language, by applying Egyptian law, while the *dikasteria* and the *chrematistai* would provide justice for those inhabitants who used Greek language, by applying Greek law.

The *strategos* (στρατηγός lit. ‘general’, Demotic: *srtjkw*s) was originally a military commander whose power in the civil administration increased from as early as the 3rd century B.C. From the 2nd century B.C. on he was usually appointed as governor of several nomes (i.e. districts) and had his headquarters in the capital.⁶⁵³ However, he was an itinerant official and, as demonstrated by Quaegebeur, could also carry out his judicial tasks from a temporary office in a local temple.⁶⁵⁴ The *epistates*, a Greek title (ἐπίστατης lit. ‘he who is in charge’, Demotic: *ꜥꜣstts*) of which a unique Egyptian equivalent does not exist, operated at several levels: he was either appointed as superintendent in individual nomes (assisting the *strategos* as deputy governor) or in villages, or as controller of Egyptian temples (ἐπίστατης ἱεροῦ).⁶⁵⁵ As well as their administrative competences, the *strategos* and the *epistates* (of the nome) had their own specific judicial competences and, on occasion, law enforcement duties. In the first

⁶⁵¹ The *chrematistai* were first itinerant and then became permanent judicial authorities of the *nome*. On this matter, see Wolff, *Justizwesen*, p. 64-89; idem, *RIDA* 7 (1960), especially p. 202; Seidl, *Ptolemäische Rechtsgeschichte*, p. 74-77; Allam, *JEA* 77 (1991), p. 122-123; Méléze-Modrzejewski, in: Keenan, Manning, Yiftach-Firanko (eds), *Law and Legal Practice*, p. 472. On a trial before the *chrematistai* see P.W. Pestman, *Il processo di Hermias e altri documenti dell'archivio dei choachiti* (P. Tor. Choachiti). *Papiri greci e demotici conservati a Torino e in altre collezioni d'Italia* (1992).

⁶⁵² P. Tebt. I 5 (= C. Ord. Ptol. 53; Tebtynis, 118 B.C.). By the end of the 2nd century the ethnicity of the disputing parties was ‘increasingly ambiguous through social mobility and intermarriage’: Rowlandson, *Laokritai*, Wiley Online Library. So, not surprisingly, by that time the language of legal documents started to replace the ethnicity of the parties involved in a dispute ‘as the determinant of the court of jurisdiction’: Manning, *Last Pharaohs*, p. 181. On the competence of the Greek and Egyptian courts see Pestman, *BASP* 22 (1985), p. 265-269. Cf. idem, *New Primer*, p. 85-86. See also Méléze-Modrzejewski, in: Bingen, Cambier, Nachtergel (eds), *Hommage Préaux*, p. 699-708 and idem, *ZRG.RA* 105 (1988), p. 177-178. Cf. also Chapter 3, p. 110, note 423.

⁶⁵³ The responsibility of the *strategos*, originally mainly military, ‘quickly gravitated to the resolution of disputes in the nomes’: Manning, *Last Pharaohs*, p. 178. On the judicial tasks of the *strategos* see Seidl, *Ptolemäische Rechtsgeschichte*, p. 78-80; see also Thompson, *Archive from Siut*, especially p. x-xi and E. van ‘t Dack, *Ptolemaica Selecta. Études sur l’armée et l’administration lagide*, *Studia Hellenistica* 29 (1988), p. 314-328. For the exact place where the *strategos* held office when invested with judicial tasks, see next note.

⁶⁵⁴ E.g. in the so-called ‘Phremithieion’ located at the northern gate (Premit) of the local temple in Krokodilopolis (Fayum), as demonstrated by Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, especially p. 207-220. See also Rowlandson, in: Lloyd (ed.), *Companion to Ancient Egypt*, p. 239-240.

⁶⁵⁵ For the Egyptian equivalents of *epistates*, see W. Clarysse, in: S.P. Vleeming (ed.), *Aspects of Demotic Orthography* (*Studia Demotica* 11, 2013), p. 16. On the different *epistatai*, see Seidl, *Ptolemäische Rechtsgeschichte*, p. 80-82; Quaegebeur, in: *Mélanges Théodoridès*, p. 208 and note 43-44; Pestman, *Amenothes*, p. 101 and note h.

instance, they could hear complaints, both from Egyptian and Greek speaking people, and also help settle disputes, possibly before matters even got to (the competent) court, either Greek or Egyptian. Legal proceedings were commonly initiated with a petition by one of the litigants and addressed to the *strategos*, who also supervised the Egyptian local law court headed by the priest-judges (*n3 wpt.w*).⁶⁵⁶ The *strategos* could either adjudicate the dispute himself or delegate the case to the *epistates* whose mandate or assignment was essentially to help the disputants settle the dispute amicably (*dialysis* lit. ‘*dissolution*’), acting as a modern ‘justice of the peace’.⁶⁵⁷ On occasion, the *strategos* could even defer the case to the competent law court.⁶⁵⁸

The temple oaths themselves, including the Turin ostraca presented in translation in the following chapter, do not mention any judges or ‘*house of judgement*’ (i.e. court of law) in their formulae. Were the judges thus not involved in the temple oaths? Or was this because temple oaths being imposed by the judges represented regular practice, and so there was no need to mention them explicitly? However, passages in P. Mattha and various Demotic documents from the Ptolemaic Period, such as early marriage settlements and certain contracts of sale and cession, do state explicitly that the oath – should a dispute arise – was imposed or taken ‘*before the judges*’ (*i.ir.hr n3 wpt.w*) or ‘*in the house of judgement*’ (*n p3 ʕ.wj wptj*) or ‘*in the place where the judges are*’ (*n p3 ʕ.wj ntj iw n3 wpt.w n.im=f*).⁶⁵⁹ The question as to whether the oaths meant in those specific passages were indeed decisory temple oaths and, more generally, whether temple oaths may thus be taken in a court of law at the request of the judges – even though they are not mentioned in the oath formulae – will be discussed below.

The *strategos* and the *epistates* are explicitly mentioned in the formulae of the temple oaths, if only occasionally. Therefore they were most definitely involved in the temple oath procedure, at least in some specific stages, and with regard to specific cases. The involvement of both these officials in the oath procedure is also supported by P. Grenf. I 11 (see below).

Interestingly, a number of these legal authorities are domiciled in the temple area when administering justice: the Egyptian priest-judges held court at the temple gate (*r3* in Demotic), while civil officials such as the *strategos* (and possibly the *epistates* as well) appear to temporarily hold office on the *dromos* of the temple (*hft-hr* in Demotic), the alleyway leading

⁶⁵⁶ On petitions and related procedures see Taubenschlag, *Law*, p. 377 ff.; Seidl, *Ptolemäische Rechtsgeschichte*, p. 89-92; Wolff, *Justizwesen*, p. 190-191; Hobson, in: Halpern and Hobson (eds), *Law, Politics and Society*, p. 193-219; Bauschatz, *Law and Enforcement*, p. 160-217 and G. Baetens, *I am Wronged. Petitions and Related Documents from Ptolemaic Egypt (332-30 BC)*, 2017 (PhD, non vidi).

⁶⁵⁷ See for example P. Enteux. 25 referring to the task assigned to the *epistates* by the *strategos*, with regard to the disputing parties: *μάλιστα μὲν διαλύσον αὐτοὺς* ‘try especially to reconcile them’.

⁶⁵⁸ However, Egyptians seemed to prefer reaching agreements and settling their disputes out of court. On this matter, see Thompson, *Archive from Siut*, p. XIV. See also J. Johnson, in: M. Gibson and R. Biggs (eds), *The Organization of Power: Aspects of Administration in the Ancient, Medieval and Ottoman Middle East* (SAOC 46, 1987), p. 148 and Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 207-208. On the coexistence of royal law, local norms and informal dispute resolution, i.e. ‘outside the legal framework of legal entitlements’, see Manning, *Last Pharaohs*, p. 165-201, especially p. 166, 170 and 182.

⁶⁵⁹ P. Mattha, col. V, 1-2; P. Phil. 7, l. 4 and P. Mattha, col. IV, 9 respectively.

to the sacred gate, when adjudicating local disputes.⁶⁶⁰ Significantly, and unsurprisingly, the gate and the *dromos* of the temple were also the scene of many temple oaths.

4.2 THE PHASES AND STAGES OF THE TEMPLE OATH PROCEDURE

4.2.1 A Schematic Reconstruction (Phases 1-3, stages A-F)

The procedure that ultimately led to dispute settlement by imposing and taking a temple oath can be systematically reconstructed using the formulae of the temple oaths themselves (both Demotic and Greek) along with certain conclusions drawn from the in-depth study of those formulae in the previous chapter.⁶⁶¹ A general outline of the oath procedure according to the evidence provided by the temple oaths will be presented first, followed by the more detailed study in the next sub-sections, supplemented by information from other sources, in particular P. Mattha and P. Grenf. I 11.

Generally, the oath procedure can be subdivided into three phases (1, 2, 3) and six stages (A through F). Phase 1 is concerned with the legal procedure before the oath-taking at the temple and includes stages A (imposing a temple oath) and B (writing the oath-text on an ostrakon); phase 2 deals with the performative part of the procedure at the temple and includes stages C (taking or refusing the oath) and D (noting the outcome of stage C on the ostrakon). Phase 3 deals with the legal procedure after the oath-taking at the temple and comprises stages E (implementing the oath's legal consequences) and F (copying the oath onto papyrus).

In phases 1 and 3 of the oath procedure mainly secular authorities – such as the *strategos*, the *epistates* and professional scribes – are involved, and on occasion the Egyptian priest-judges. In phase 2, it is the supernatural authority, the tutelary god(s), who play(s) the main role, as guarantor(s) of the veracity of the oath.

⁶⁶⁰ Sauneron, *BIFAO* 54 (1954), p. 117-127; Cenival, *Associations religieuses* (1972), p. 195; van den Boorn, *JNES* 44 (1985), p. 1-25; Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 201-220; Manning, *YJLH* 24 (2012), p. 111-118. See also below, p. 217.

⁶⁶¹ For the formulae of temple oaths in general, see § 3.1.2 (including a schematic overview of the clauses in table 1, p. 102).

GENERAL OUTLINE OF THE PROCEDURE ACCORDING TO THE TEMPLE OATHS

Phase 1: The procedure before the oath-taking at the temple (stages A+B)

Stage A: a temple oath is imposed to settle a dispute

In a given dispute where the plaintiff was unable to provide sufficient proof to support his claims, a temple oath – to be sworn before a local god – was often imposed upon the defendant to settle the argument. The figure of authority assisting the disputing parties to reach an agreement, and perhaps imposing the oath, is not clearly identified in the temple oaths. However, the *strategos*, the *epistates* and even the professional temple-scribes could be involved in resolving the dispute.

Stage B: formulation and writing the temple oath on the ostrakon

The protocol (clause I) and the wording (the verbatim quotation, clause II) of the oath, plus the consequences for taking or refusing to take the oath (clause IVa-b) are formulated by a professional scribe (clause V) and written on an ostrakon (type A) which is intended to serve as the basis, an *aide-mémoire*, for the actual pronouncement of the oath at the designated temple sometime later. In the meantime this type A ostrakon may be entrusted to a reliable third party (the trustee, clause VI), until the time of the oath-taking comes about.

Phase 2: The procedure of the oath-taking at the temple (stages C+D)

Stage C: the oath-taking at the designated temple

The same day the oath-text is written on the ostrakon or several days later, the parties and the trustee, go to the designated temple to swear the oath. The performance of the oath is an oral procedure: the wording of the oath recorded on the ostrakon has to be spoken aloud, either by the oath-taker himself, or read out by a third party and then repeated, or just confirmed, by the oath-taker by means of a short affirmative sentence (assertion of truthfulness, clause III). On occasion, oath-helpers take a subsidiary oath (clause IVaa) to confirm the trustworthiness of the oath-taker.

Stage D: the outcome of the oath-taking may be added on the ostrakon

A postscript (clause VII) noting the outcome of the oath-taking at the temple could be added to the oath-text on the ostrakon by, for example, a priest of the temple (*p³ w^cb*) where the oath was taken (type B ostraca).

Phase 3: The procedure after the oath-taking at the temple (stages E+F)

Stage E: settling the dispute and the legal consequences of the oath

If the oath is actually sworn (clause IVa), the oath-taker wins the case and his opponent has to withdraw his accusations and drop his claim. On the other hand, if the party supposed to take the oath refuses to do so (clause IVb) he admits being in the wrong and faces the consequences noted on the ostrakon. Such consequences might imply further intervention by legal authorities (among others, the *strategos* and the *epistates*) to enforce these consequences. Either way, whether the oath is taken or refused, the dispute is settled.

Stage F: the temple oath may be copied on papyrus

The formulae of type B ostraca, comprising at least the protocol (clause I), the wording (clause II), and the consequences of the oath (clause IVa-b), plus the postscript noting the outcome of the oath-taking (clause VII), may be copied onto papyrus (type C) and given to the winning party to keep in his private archive as proof of title.

4.2.2 The Procedure Before the Oath-Taking at the Temple (Phase 1, stages A+B)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oath
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining Phase 1 of the procedure:

To whom did the disputing parties turn when seeking assistance in settling their dispute without any verifiable proof or witnesses? And who actually imposed the oath upon one of them? Were the authorities involved at all times or could the parties reach an agreement of oath by themselves? Who formulated and wrote the text of the oath? What role did the professional legal scribes have in the procedure?

In contrast to records of Ramesside and Abnormal Hieratic oaths – with explicit mention of litigation, and oaths being imposed or taken, in front of a court⁶⁶² – temple oaths do not provide much information about the procedure before the oath-taking at the temple (phase 1, stages A+B). This is particularly true for stage A, which is not documented in the standard formulae of the oaths. In fact, there is no mention of the assisting authorities to whom the litigants might have turned to settle their conflict, nor any indication as to who imposed the oath to settle the matter, i.e. the authorities or the litigants themselves. In the oaths there is also no clear indication as to who determined which litigant had to take the oath and who decided what the (legal) consequences would be for swearing or refusing to swear the oath.

The oaths themselves also reveal little about the formulation and writing of the oath (stage B): sometimes, the name of the scribe is given, or a certain official is mentioned as being present at the redaction of the oath or a third party is said to be entrusted with the ostrakon bearing the text of the oath. However, references to several officials in a few oaths, even though relating to later stages of the oath procedure (not stages A and B), give us an inkling as to which officials may have taken part in the resolution of the dispute in the first instance.

Fortunately, P. Mattha, along with certain Demotic private legal texts (e.g. contracts of sale and cession), and P. Grenf. I 11 provide additional information to help us understand the procedure before the actual oath-taking at the temple, which is not recorded in the oaths themselves. This information in particular concerns the authorities to whom the parties turned

⁶⁶² E.g. ex. 9, p. 42; ex. 29, p. 54; ex. 40, p. 70.

to settle their conflict, which led to the imposing of a decisory temple oath (stage A), those responsible for the formulation and writing of the oath, and the role of the trustee (stage B).

4.2.2.1 Authorities Assisting the Parties in Dispute Resolution (stage A)

The evidence provided by P. Mattha and P. Grenf. I 11 shows that different legal authorities at various levels (i.e. Egyptian judges, *strategos*, *epistates*) could be involved in the resolution of disputes settled by the swearing of a temple oath. We will first present the evidence concerning the judges' involvement in stage A:

The Egyptian Judges (n3 wpt.w): Many passages in P. Mattha show that, in order to settle a dispute, (one of) the disputing parties had to swear an oath concerning the points of disagreement for which they apparently did not have any documents or other proof.⁶⁶³ As demonstrated in Appendix 2 (§ 4.5.2), most oaths mentioned in P. Mattha are temple oaths, of which templates are often given. Although the procedure for swearing the oath is not described in P. Mattha, in contrast to, for example, P. Grenf. I 11 (see below), some of the passages in P. Mattha refer to oaths being required from one of the litigants '*before the judges*' (*i.ir.hr n3 wpt.w*) or '*in the place where the judges are*' (*n p3 ʿ.wj ntj iw n3 wpt.w n.im=f*).⁶⁶⁴ The *wpt.w* are Egyptian priest-judges and the place where the *wpt.w* are is the court of law.⁶⁶⁵

At no point in P. Mattha is it explicitly mentioned how the disputants approached the judges, but terms like '*the man who brings suit (smj r) against a (i.e. another) man*' and '*the man against whom suit is brought*' are used repeatedly to describe the plaintiff and the defendant.⁶⁶⁶ This implies that one of the parties filed a complaint against the other and consequently took the case to court. The judges would then interrogate the parties,⁶⁶⁷ require the plaintiff to give proof of his claims or otherwise make the defendant take an oath to settle the matter, i.e. all aspects that are indicative of a lawsuit context.⁶⁶⁸

The evidence provided by P. Mattha that a temple oath could be imposed in a court of law is supported by a standard clause occurring in many Demotic private contracts, especially sale and cession documents from the Early Ptolemaic Period. Herein it is stated that, should a conflict arise, the parties faced two options in court (*n p3 ʿ.wj n wpj* '*in the house of judgement*'), namely either to deliver proof or to take an oath: '*As for the oath or the proof which will be imposed on you in the house of judgement – in the name of the rights of the document above which I have made for you – in order to have it (i.e. the oath or the proof) made by me: I will*

⁶⁶³ For an overview of the use of oaths in P. Mattha, see Appendix 2 (§ 4.5.2).

⁶⁶⁴ E.g. P. Mattha, col. V, 1-2 and col. IV, 9 respectively.

⁶⁶⁵ For more on the place where the judges held court and the oaths were taken, see below p. 203-205.

⁶⁶⁶ See respectively P. Mattha, col. I, 9; V, 3, 7, 17-18 etc. and P. Mattha, col. I, 13; col. IV, 5, 29, 31-32; V, 3, 7-8, 10-11 etc.

⁶⁶⁷ E.g. P. Mattha, col. I, 15; IV, 28, 32; V, 12, 26.

⁶⁶⁸ The judges could also summon people who were somehow involved in the case (P. Mattha, col. V, 28) or even, on occasion, urge the parties to bring suit against other people and take those people to court (P. Mattha, col. VI, 1-3, 15-16).

make it' ($p_3 \text{ } ^c n h p_3 \text{ } ^c h^c r d (w j . t) n t j i w = w r d j . t s t m - s j = k (n) p_3 \text{ } ^c w . j (n) w p j n r n p_3 h p p_3 s h n t j h r j r . i r = j n = k r d j . t i r = j s t i w = j r i r = f$).⁶⁶⁹ Also, as seen, attestations of oaths in litigation in front of a court are well known before the Ptolemaic Period, in particular with regard to Deir el-Medina and Abnormal Hieratic oaths, which, as demonstrated in chapter two, constitute the precursor of the Ptolemaic decisory temple oaths.⁶⁷⁰

The Egyptian judges ($n_3 w p t . w$) could therefore be involved in the procedure which led to the swearing of a temple oath, even if they are never mentioned in the temple oaths themselves, contrary to, for instance, the *strategos* or the *epistates* (who are at least referred to in the temple oath formulae as being present at the writing or taking of the oath, or intervening when the oath was refused, as we will see below).

However, it is not clear whether seeking assistance from the Egyptian judges was standard or exceptional practice, or maybe just one of the options (e.g. mediation, arbitration by a figure of authority, for which see § 4.3.1.2) that disputing parties could resort to. The fact that the judges are never mentioned in the temple oaths themselves and that there are no concrete examples so far of temple oaths in which the judges' intervention at any stage of the oath procedure is explicitly stated or referred to, could imply two scenarios. First, this omission in the temple oath formulae was indeed due to normal practice, meaning that litigants, even those without verifiable proof supporting their claims, turned to the judges on a regular basis and therefore there was no need to mention them. Second, P. Mattha must be seen as a collection of rules that could be applied in the legal solution of legal cases by any figure of authority, assigned the task – either formally or informally – to settle a dispute, and not *per se* by the judges in court. In other words, the judges ($n_3 w p t . w$) could intervene in theory, but in practice, more often than not, other authorities, such as the *strategos* and the *epistates* and also professional scribes, may have helped the parties resolve their dispute by swearing an oath, that is preventing them from going to court by reaching an 'out-of-court settlement'. In this regard it is significant that the authority involved in O. Detroit 74249, a temple oath used in a real case to resolve a dispute about inheritance similar to the one described in P. Mattha, col. IX, 6-8, are not the priest-judges, but the *strategos* (who is never mentioned in P. Mattha).⁶⁷¹ Also, the judges were not involved in O. Tempeleide 24 and Wilcken Chrest. 110 A, two temple oaths sworn to settle disputes concerning associations of

⁶⁶⁹ As, for instance, included in P. Phil. 7, l. 4 (sale of a house, 287 B.C.). For a similar clause in a pre-Ptolemaic marriage document, see Allam, *JEA* 77 (1991), p. 31. The option presented in such a contractual clause, i.e. taking an oath rather than delivering proof, agrees with the role and use of temple oaths to be taken if there was a lack of verifiable proof; cf. P. Mattha, col. VII, 13-14: in a conflict about the ownership of a house, the man 'who brings suit' against the other party must provide evidence that the house actually belongs to him, or otherwise take an oath to prove it.

⁶⁷⁰ For Deir el-Medina oaths, see Chapter 2, p. 40-42, exs. 5-9; 11-12; 17-21 etc.; for Abnormal Hieratic oaths, see *ibidem*, in particular ex. 40: P. Louvre E 3228c, with litigation and oath taking place 'before the magistrates of the Great Court of Thebes and the chief scribe of the mat' ($m - b j h n_3 s r j . w n t j k n b . t \text{ } ^c (. t) N i w . t h n^c p_3 h r j s h n t m j$). For this text, see Donker van Heel, *Archive of Peteanunip* (forthcoming).

⁶⁷¹ For more on O. Detroit 74249, see Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498-501. For the translation of P. Mattha, col. IX, 6-8, see Appendix 2 (§ 4.5.2).

priests in Thebes. In private associations internal dispute resolution was preferred above seeking resolution outside the association itself; the latter was in many cases even prohibited.⁶⁷²

The Strategos and the Epistates: In P. Grenf. I 11 two officials called Daimachos and Pechytes play an important role in the resolution of the dispute between two neighbours, Panas and Thotortaios, about the boundaries of a field. Their identity or position is not mentioned explicitly, but as demonstrated below, they can be identified with the *strategos* and the *epistates* of the nome respectively. Their role in the dispute documented by P. Grenf. I 11 is described as follows (for details see Appendix 1 below, p. 236 ff.):

Thotortaios had filed a petition in the form of a ‘memorandum’ (ὑπόμνημα) against Panas, and submitted it to Daimachos, the *strategos*. The *strategos* then forwarded the petition to his delegate Pechytes, the *epistates*, provided with a ὑπογραφή, a ‘subscription’, with the request to hear the parties and ‘make decisions’ to settle the issue. Then, Pechytes had summoned the disputing parties to Krokodilopolis to interrogate them assisted by, among others, a helper and the chief of police.⁶⁷³ Pechytes’ specific competences and the exact details of his ‘decision making’ are still much debated among scholars.⁶⁷⁴ The issue is whether Pechytes was only entitled to make decisions in order to bring about a *dialysis*, i.e. an amicable settlement or whether he also could pass real judgment like the *strategos*.⁶⁷⁵ However, the intent of both the *strategos* and the *epistates* is generally to help the disputing parties settle their disagreement and possibly avoid a court case.⁶⁷⁶

So, P. Grenf I 11 reveals that the *strategos* and the *epistates* could play a role in the early stages of the procedure leading up to the taking of a temple oath, which are not recorded in the temple oath formulae. As we will see below, the temple oaths themselves actually do occasionally mention the direct involvement of the *strategos* and the *epistates*, among others, in the oath procedure. However, this involvement is only attested in its later stages (stages C+E), so, from the oath texts themselves, we do not know for sure whether these officials also acted during the early stages of the procedure. Nevertheless, the notes or

⁶⁷² On this subject, see M.C.D. Paganini, *Keep It For Yourself: Private Associations and Dispute Resolution in Ptolemaic Egypt*, Conference Leuven 29 June - 1 July 2016 (publication forthcoming). For a pre-Ptolemaic oath sworn in the guild of the Theban Choachytes, see P. Louvre E 7840 (Chapter 2, ex. 38, p. 68).

⁶⁷³ For the complete list of the officials of the panel, see Appendix 1 (§ 4.5.1).

⁶⁷⁴ The Greek verb used in P. Grenf. I 11 to describe the competences and responsibilities of Pechytes is (συγ)κρίνειν ‘to decide’. According to some scholars this term is not on a par with the verb δικάζειν ‘to judge’ which implies judicial powers like those of a real judge or law court. See Seidl, *Ptolemäische Rechtsgeschichte*, p. 97; Wolff, *Justizwesen*, p. 188. Lippert, however, believes that in the Ptolemaic juridical system we can no longer make a distinction between these two terms: see Lippert, *Einführung*, p. 181. Similarly, Thomas, *Epistrategos*, p. 68-69.

⁶⁷⁵ Scholars in favour of a subordinate role of the *epistates* merely assisting the *strategos* and being given the assignment to bring about a *dialysis* are for example Seidl, *Ptolemäische Rechtsgeschichte*, p. 80-82 and Wolff, *Justizwesen*, p. 172-175; among those in favor of a comparable role for both officials when helping the parties reach an agreement, see Thomas, *Epistrategos*, p. 68-69; Lippert, *Einführung*, p. 182-183 and 186.

⁶⁷⁶ Manning, in: Westbrook (ed.), *Ancient Near Eastern Law*, p. 829-830.

subscriptions in several temple oaths stating that the writing of the oath-text was carried out in the presence of certain officials (for example the village *epistates* and his assistant, the *hypepistates* or vice-*epistates*, in O. Tempeleide 28) seem to suggest their involvement in the resolution of the argument, although it does not describe what they did exactly.⁶⁷⁷ We do not know how the disputing parties approached these officials and how they filed their complaints with them; it could be by writing a petition, as in P. Grenf. I 11, or maybe also personally, by going to the official's office, especially if this was located in the village, as it may have been the case when the village *epistates* was involved.

At any rate, P. Grenf I 11 supplements the evidence provided by the temple oaths and P. Mattha, clearly showing that the *strategos* and the *epistates* were actually involved in the early stage (A) of the oath procedure as well, and that a dispute resolution through a decisory oath may also have been encouraged by them. Although the *epistates* Pechytes did not actually impose the oath upon one of the litigants, he did indeed help to resolve the dispute between Panas and Thotortaïos in this way: a decisory oath to be sworn at the Kroneion was eventually taken by Panas, who in doing so won the case against Thotortaïos.

4.2.2.2 Imposing a Temple Oath (stage A)

The evidence provided by P. Mattha, P. Grenf. I 11 and (indirectly) certain temple oaths, shows that not only the authorities, particularly the judges, but also the disputing parties themselves could require the swearing of a temple oath, which would settle the dispute once and for all.

The Egyptian Judges (*n3 wpt.w*): There are explicit references in P. Mattha to judges imposing a temple oath upon one of the litigants. Up until now these are the sole attestations of the judges doing so in the Ptolemaic sources.⁶⁷⁸ This is, for instance, the case in the following passage (col. IV, 32 – col. V, 1): ‘*This is the wording of the oath which will be imposed on a man while he is before the judges who [will impose the] oath on him*’ (*h(.t) p3 ɛnh ntj iw=w(r) dj.t s m-s3 rmt iw=f i.ir.hr n3 wpt.w ntj [iw=w(r) dj.t p3] ɛnh m-s3=f*).⁶⁷⁹

The judges are either mentioned explicitly as such (*n3 wpt.w*) or indicated as ‘they’, which can also be translated impersonally as ‘one’. Both interpretations and translations would agree with the general purpose and the users of the manual, i.e. the practitioners who consulted it, describing specific legal cases, which ‘one’, a legal authority in general, or ‘the priest-judges’ *in casu* could come across, and give guidance as to how these should be dealt with. The party required to take the oath is almost always the defendant in a dispute (i.e. ‘the

⁶⁷⁷ O. Tempeleide 28: ‘*They wrote the above oath before Patous, son of Horos, and Néchoutes, son of Kanopos (?), epistates in Pathyris in year 36, 2nd month of the ih.t-season, day 6*’. For more on O. Tempeleide 28, see below. For similar notes, see O. Tempeleide 34 (= P. Amenotches 11) and O. FuB 10, p. 180, nr. 39.

⁶⁷⁸ For a pre-Ptolemaic example of a decisory oath imposed by the court, see the Abnormal Hieratic P. Louvre E 3228c (Chapter 2, ex. 40, p. 70).

⁶⁷⁹ See also P. Mattha IV, 9. For more examples see Appendix 2 (§ 4.5.2).

man against whom suit is brought’).⁶⁸⁰ The Demotic phraseology most frequently used in P. Mattha to impose an oath upon one of the parties is: *dj.t ʕrk ... to make NN swear an oath* (14 times),⁶⁸¹ followed by *dj.t ir ... ʕnh to make NN take an oath* (8 times).⁶⁸² The slightly different phraseology, *dj.t ʕnh m-sʕ ... literally: to put an oath on the back of NN*, i.e. *to impose an oath upon someone*, is occasionally attested (4 times).⁶⁸³

The Disputing Parties: In a few passages of the same P. Mattha it seems that it was one of the disputing parties who required his opponent to swear an oath in a given dispute. This is the case for example in a dispute between lessor and lessee about the leasing of a clothiery (col. III, 9-10): ‘[... and if the one] against whom [suit] is brought says: “I do not have ...”, let him swear (an oath) to me (*mj ʕrk=f n=j*) according to what is written outside (of the text)’. Similarly, in a dispute between lessor and lessee concerning rental payments of a house (col. IV, 5): ‘[If the man against whom suit is brought says]: “Let the owner of the house be required to swear (an oath) for me (*mj dj=w ʕrk n=j*) about [the remainder of the money and the] goods”’.

The possibility that a temple oath was imposed by one of the litigants upon the other party appears to be corroborated by two Demotic temple oaths, O. Tempeleide 180 (theft of clothes) and an unedited Turin text, O. Turin S. 12685 (dispute about barley mixed with chaff).⁶⁸⁴ These texts do not describe the oath procedure itself, but refer to it indirectly in the wording of the oath, respectively: “I have made him take an oath about it” (*wʕh=j dj.t ir=f ʕnh r.r=f*) and “I did not make you take an oath” (*bn pw=j dj.t ir=k ʕnh*). The Demotic formulary used in the two aforementioned oaths, namely *dj.t ir ... ʕnh* ‘to make NN take an oath’, is known from several passages in P. Mattha where the judges were the ones imposing the oath upon one of the parties.⁶⁸⁵ Likewise it can be noted that the phraseology *dj.t ʕnh m-sʕ ... ‘to put an oath on NN’s back’*, also used in P. Mattha, occurs in a clause included in Demotic marital property settlements as well, referring to the husband imposing an oath upon his divorcing wife with the following words: “I will not be able to put an oath on your back, in order that you make it (*bn iw=j rh dj.t ʕnh m-sʕ=t r dj.t ir=t s*)”.⁶⁸⁶

The possibility that one of the parties in the dispute pressured his opponent into swearing an oath appears to be confirmed by three passages in P. Grenf. I 11, col. I, 14-16: ‘The people around Thotortaïos challenged me (i.e. Panas) to swear an oath’ (τοὺς περὶ τὸν Θοτ[ο]ρταῖον π[ροβ]αλέσθαι μοι [ὁμόσαι]); col. II, 13-14: ‘Thotortaïos, the plaintiff,

⁶⁸⁰ For example P. Mattha, col. III, 9-10.

⁶⁸¹ P. Mattha, col. I, 19; III, 8-10; IV, 5, 14-16, 18; V, 5, 9, 24; VIII, 22; IX, 6, 18.

⁶⁸² P. Mattha, col. I, 16-17; IV, 32; V, 19, 26-27; VII, 23-24; IX, 7.

⁶⁸³ P. Mattha, col. IV, 9; IV, 32-V, 1; VI, 3; VII, 14.

⁶⁸⁴ O. Turin S. 12685 has been fully transliterated and translated in Chapter 5, text 5, p. 262-263.

⁶⁸⁵ For more on the Egyptian terminology, see § 1.2.

⁶⁸⁶ For example P. BM EA 10394 (= P. Recueil 7, 226 B.C.), l. 7. The oath meant in this passage was also a temple oath; cf. O. Turin G. 5, Chapter 5, text 1, p. 253-254 and Chapter 3, p. 129-132 (Excursus I). Herein the husband declares that in the eventuality of a divorce he will not be able to impose an oath on his wife accusing her of not bringing her personal belongings into the marital home. For the whole text of this marriage contract see P.W. Pestman, *Recueil de textes démotiques et bilingues* (1977), p. 66-72.

challenged Panas ... to swear an oath (προεβάλετο Θοτορταῖος ... ὁ ἐγκαλῶν τῷ Πανᾷ ... ὁμῶσαι), and col. II, 25: *The oath imposed upon Panas* (τὸν [προβλ]ηθέντα τῷ Π[αν]ᾷ). Indeed, based on the Greek formulary and grammar of these passages in which the verb προβάλλειν ‘to challenge’ (lit. ‘to throw forward’) occurs, it appears that it was one of the litigants, Thotortaios, who challenged the other party, Panas, to take an oath.⁶⁸⁷

Interestingly, another passage in P. Grenf. I 11 (col. II, 25-26) seems to indicate that both parties have finally agreed to resolve the dispute by having one of them take a decisory oath: ‘(and considering that) *the oath imposed on Panas, to which (both parties) had agreed, has been accomplished*’ (τὸν [προβλ]ηθέντα τῷ Π[αν]ᾷ ἐξ εὐδοκούντων ὅρκον ἐπι[τελεσμ]ένον). The mutual agreement is clearly indicated by the expression ἐξ εὐδοκούντων lit. ‘on the ground of (both parties) approving’.⁶⁸⁸

In conclusion, based on the aforementioned sources it appears that not only the judges, but also one of the disputing parties could (request to) impose a decisory temple oath upon the other party. In the latter case the initiative could be unilateral, or based on a mutual understanding whereby both parties decided to settle their dispute by agreeing to take an oath. The oath, either imposed on one party by the judges or by one of the litigants, or agreed upon by both parties, is still binding and conclusive. The party required to take the oath by his adversary can consequently swear the oath or refuse to do it, but the dispute will be settled either way.

4.2.2.3 Formulation and Writing the Temple Oath (stage B)

After establishing that the dispute would be settled by taking an oath, the oath-text needed to be formulated and put in writing. Who had the authority, the proper legal knowledge and the skills to do this?

At times, the temple oaths themselves mention the name of the scribe who wrote the oath-text.⁶⁸⁹ A few of them are known as scribes of other oaths or legal documents.⁶⁹⁰ In P. Grenf. I 11 it was Pechytes, the *epistates* of the nome himself, to whom the *strategos* had delegated the case, who wrote the text of the oath (col. II, 17-18: γράψαντες τὸν ὅρκον literally ‘after we had written the oath’).⁶⁹¹ However, that such a highly ranked official such as the *epistates* of the nome took on a menial task such as writing the oath-text is a remarkable occurrence. The fact that Pechytes is referring to himself in the plural form (γράφαντες) is

⁶⁸⁷ In P. Grenf. I 11, col. I, 14 and col. II, 13, the verb προβάλλειν is used in the medium form; in P. Grenf. I 11, col. II, 25 a passive form of this verb is used, literally ‘the oath put forward as a challenge’ freely translated as ‘the oath imposed upon’ or ‘the oath required from’. Note that the active verb means ‘to accuse’ and in the participium: ‘the accuser’ or ‘the plaintiff’, for which see Liddell and Scott, *Lexicon*, p. 1470.

⁶⁸⁸ See also O. Tempeleide 17 and 52 (below, p. 193): ‘Has written in accordance with the voice of the parties’, i.e. both parties tell the scribe their story and agree with the oath being taken by one of them.

⁶⁸⁹ A list of scribes of temple oaths known by name is given in Chapter 3, Appendix 5.

⁶⁹⁰ For more on this matter, see § 3.3.2.

⁶⁹¹ The oath-text sworn by Panas has not been preserved, so we do not know whether it was written in Demotic (Panas is Egyptian) or in Greek (Pechytes is a Greek official).

also remarkable: was this a *pluralis maiestatis* or was a scribe also present, to whom Pechytes dictated the text of the oath?⁶⁹² In the case of O. Tempeleide 28 and O. FuB10, 39 it is seen that the village *epistates* delegated the redaction of the oath-text itself to a scribe, although the writing of it still happened in his presence, probably in his office in Pathyris (*sh ... i.ir.hr NN p3 3pjtts*).⁶⁹³ So, the same could have been the case with P. Grenf. I 11. In general, it seems more likely that the *epistates* took part in the hearing and helped the disputants reach an agreement, and maybe even imposed the oath, but delegated the writing of the oath-text to a professional scribe. This was not unusual during hearings and trials held before the judges (including the priest-judges in P. Mattha although not explicitly stated herein, see above p. 187) or before the *epistates* himself where the professional scribes recorded the minutes and also helped to clarify the legal position of the parties by asking pertinent questions.⁶⁹⁴

In a few temple oaths a note is added to the signature of the scribe attesting that the scribe has written the text of the oath ‘*according to the voice*’ of the parties, i.e. exactly as they told him to do.⁶⁹⁵ This expression is well known and emphasizes that the scribe, and not the parties themselves, wrote the oath-text and that this was done at the request of the parties and according to their version of events.⁶⁹⁶ This is not surprising since very few legal documents were drafted by private individuals. In fact, most parties were illiterate; moreover, the language needed to be precise and all the clauses appropriately and accurately worded, if one did not want to risk economic loss or unwanted legal consequences as a result of shortcomings in the formulation of the document. This is even more apparent in the case of the oaths, for which another ‘higher’ aspect than the actual earthly dispute is involved: when invoking a divine authority, one must be extra cautious and accurate in choosing the correct words.

⁶⁹² Note that all the verbs used by Pechytes in his report to Daimachos are in the plural form. Was he maybe referring to himself and the officials’ panel (i.e. the *phourarchos*, the *hyperetes* etc.) who attended the hearing of Panas and Thotortaioi in Krokodilopolis?

⁶⁹³ In O. Tempeleide 28 (= P. Erbstreit dossier 12) the *epistates* in whose presence the oath was put in writing was the *epistates* in Pathyris (in year 36 = 135/134 B.C.), i.e. the village *epistates*.

⁶⁹⁴ The crucial role of professional scribes in legal/judicial proceedings before the Ptolemaic Period and particularly in Deir el-Medina, has been stressed by Allam, *JEA* 77 (1991), especially p. 112-113 and 124-125 (see e.g. the mention of a ‘scribe of the judges’ and a scribe ‘writing before the judges’). Allam also believes that the judicial functions of scribes probably persisted and specialized in later times developing toward an “independent charge that was henceforth to be entrusted to a specialized official”, the latter being the so-called *eisagogeus* who represented the central administration with the panel of judges, and whose position was likely to be “the continuation of a much older Pharaonic institution”. Against him, J. Johnson, in: M. Gibson and R.D. Biggs (eds), *The Organization of Power. Aspects of Bureaucracy in the Ancient Near East* (1987), p. 149, who believes that the role of the *eisagogeus* was limited merely to introducing cases, without judicial or investigative powers. See also the Abnormal Hieratic P. Louvre E 3228c (chapter 2, ex. 40) where litigation and oath took place before the *knb.t* court and the chief scribe of the mat.

⁶⁹⁵ O. Tempeleide 17, 36, 52, 180; and O. Tempeleide 119 (= O. Leiden 283). See also § 3.3.2.

⁶⁹⁶ See also O. Tempeleide 160 (= O. Leiden 285): the scribe declares that his heart ‘*is satisfied with every word written above*’, the scribe probably representing the parties or at least the oath-taker. Cf. Wilcken, Chrest. 110 A: in the text of the oath: “*We have given the agreement to NN the scribe*”, who apparently wrote and kept the contract of agreement on behalf of the parties (as a trustee).

Most oaths, however, do not record the name of the scribe or the person(s) in whose presence and at whose request they had been written. Nevertheless, these oaths usually appear to be technically accurate and written by well-trained hands, and were thus most likely also written by professional scribes.

Maybe the disputing parties who agreed to take an oath between them in order to resolve their argument could have turned directly to the scribal office in the local temple, without the involvement of any legal authority. Here professional temple-scribes well trained in formulating legal texts in general, perhaps even specialized in oaths,⁶⁹⁷ could be approached by private individuals, hear the statements made by the parties and possibly mediate between them in order to reach an agreement (acting as a justice of the peace).⁶⁹⁸ This mediating function seems to be attested by P. Erbstreit dossier 19 in which the scribe Patous, son of Herieus, belonging to a well known Egyptian family of priests, is described as ‘*the scribe in the middle*’, probably referring to his role in helping reconcile the disputing parties.⁶⁹⁹ Thereafter, the scribes could record the oath-text and the consequences for taking or not taking the oath, probably also having a considerable repertory of oath formulae at their disposal (as for instance the templates in P. Mattha) in combination with great skill to adapt them to particular cases.⁷⁰⁰ In a few cases the oath was written, and thus presumably also sworn, in Greek, probably due to the oath-taker speaking Greek.⁷⁰¹

⁶⁹⁷ As could also be indicated by the fact that several oaths seem to have been written by the same scribe: see Kaplony-Heckel, *Tempeleide*, for example O. Tempeleide 38, 39, 40; or O. Tempeleide 60 and 201; for a complete list see Chapter 3, Appendix 5b. Cf. O. Enchoria 21, p. 39, nr. 40 where the scribe of the oath is specified to be one of the priests along with the local inspector.

⁶⁹⁸ On the title *ss n p3 wbs* ‘scribe of the forecourt’ (*wbs* being the Demotic counterpart of the hieratic *Rwt-dj.t-M3.ṯt*), suggesting the presence and availability of a scribe at the entrance of the temple, i.e. ‘scribe du parvis’, who could be easily approached by persons needing his services, see Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 203 and Manning, *YJLH* 24 (2012), especially p. 117-118. About the note occurring in some temple oaths that the scribe wrote the oath *r hr NN* ‘according to NN’s voice / as he told me to do’ (NN being one or both parties), see above.

⁶⁹⁹ According to Vandorpe and Vleeming, *Erbstreit Papyri*, p. 163-164.

⁷⁰⁰ See Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 499: “By its explicit reference to the legal category of ‘elder brother’, O. Detroit 74249 provides new confirmation of Egyptian inheritance law as stipulated in the Hermopolis Legal Code” ... “The Hermopolis Code anticipates that the division might be contested, and the surviving portion of the document includes a model oath to be sworn by the eldest son in regard to deceased siblings, whose share he is claiming”.

⁷⁰¹ On the six temple oaths written in Greek see Chapter 5, texts 16-21, p. 284-297.

4.2.2.4 Role of the Trustee after the Writing of the Temple Oath (from stage B to C)

After the oath was put in writing and before the oath-taking ceremony at the temple, the ostrakon (type A) bearing the oath-text was often entrusted to a third person, the trustee. As pointed out previously (§ 3.3.3), this appears to be the case in one third of the known Demotic temple oaths originating from the Theban area: *tw p3 ʿnh r dr.t ... ‘the oath – i.e. the ostrakon bearing the oath-text – has been given into the hand of NN, i.e. the trustee’*.⁷⁰²

The trustee in the Demotic temple oaths was probably the equivalent of the ὀρκωμότης mentioned in the Greek temple oaths and in P. Grenf. I 11.⁷⁰³ The latter document is especially relevant as it originates from Pathyris and concerns an oath procedure in the neighbouring town of Krokodilopolis, where many surviving Demotic oaths from Pathyris⁷⁰⁴ seem to have been sworn, without mention of any trustee. So, on the one hand, based upon the evidence provided by P. Grenf. I 11, it appears that the ὀρκωμότης or trustee’s role was also known in Pathyris, despite temple oaths from there not recording this detail.⁷⁰⁵ On the other hand, this omission could be significant and possibly indicate that the role of the trustee in Pathyris was less prominent than in Thebes. This could be due to the (pre)dominant role of the priest referred to in the postscript of oaths from Pathyris (clause VII) as the priest (*p3 wʿb*) ‘who has access to the temple’ (see below).⁷⁰⁶

It seems that the trustee in particular was called upon when the parties, mostly women, were unable to read the oath-text themselves and needed someone to read it out loud for them so that they could simply confirm that the oath was true by pronouncing the assertion of truthfulness. This conclusion is based upon the regular mention of the trustee together with the assertion of truthfulness and women acting as oath-takers in the same oaths, as shown in Chapter 3.⁷⁰⁷ Bearing this in mind, the fact that the ostrakon with the oath formula on it was at times entrusted to the litigants themselves⁷⁰⁸ could imply that those litigants were literate and thus able to read the oath-text without any assistance from a third party.

⁷⁰² For more on clause VI, see § 3.3.3. For the list of the oaths from the Theban area comprising this clause, see *ibidem*, note 587, p. 151 and Appendix 6. Note that oaths originating from the Theban area actually refer to oaths found or taken in Thebes as well as in the neighboring towns such as Medamud.

⁷⁰³ As demonstrated in Chapter 3, p. 153.

⁷⁰⁴ Oaths from Pathyris means: found or taken in Pathyris and the neighbouring town Krokodilopolis.

⁷⁰⁵ In fact, we would expect the trustee to play a role in Pathyris oaths since many of them were to be taken in the neighbouring town Krokodilopolis.

⁷⁰⁶ This priest most likely supervised the oath-taking ceremony and in doing so, probably duplicated some of the tasks belonging to the trustee in Thebes. Therefore one may speak of slightly different regional procedures at this particular stage, one for Thebes and one for Pathyris respectively. See Chapter 3, p. 154.

⁷⁰⁷ As pointed out at p. 153, another possibility is that the trustee read the oath-text aloud (or whispered into the oath-taker’s ears) and the oath-taker repeated it after him (similarly to the situation described in P. Cairo JE 65739 from the New Kingdom where the defendant Erenofre repeated the oath after the court. On this text, see Chapter 2, p. 54).

⁷⁰⁸ O. Tempeleide 31 and 44: the ostrakon with the oath was entrusted to both the contestants; while O. Tempeleide 90 was entrusted to the oath-taker himself. Cf. also the remarks on O. Tempeleide 44 = O. Leiden 44 by Nur el-Din, *Ostraca Leiden* (1974), p. 229: instead of *p3 s 2* ‘the two persons’ he reads *h* or *hj* ‘husband’, suggesting that the husband, the second party to whom the oath was sworn “will take the oath on behalf of

The temple oaths are not explicit as to who appointed the trustee. According to P. Grenf. I 1, however, it was Pechytes, the *epistates* adjudicating the case on behalf of the *strategos*, who entrusted the ostrakon with the oath-text to the ὀρκωμότης Thotsytes. The identity of Thotsytes is not further specified, but based on his father's name he could be the son of one of the parties, who in that case most likely had a say in choosing him as the oath's trustee. This could also be the case in O. Tempeleide 4 where the trustee seems to be the same person playing the role of oath-helper (oath-helpers are mostly relatives of an oath-taker). Yet again the fact that the trustee was sometimes an official acting on behalf or at the request of a legal authority (for instance *p3 rd* 'the representative' or *p3 šms* 'the attendant')⁷⁰⁹ implies that it was indeed the authority assisting the parties settle the dispute who appointed this third party. If this was actually the case, maybe an additional task of the trustee could have been to report the outcome of the oath ceremony at the temple to this authority, that is to say whether the oath was taken or not (see Phase 3 below, § 4.2.3.4).

himself and his wife". Cf. also O. Strasb. 1917 (unpublished, but quoted by Kaplony-Heckel, *Tempeleide*, p. 400-401): the ostrakon with the oath-text on it seems to be entrusted to both parties as well.

⁷⁰⁹ See for example O. Tempeleide 149 and 123. The representative is known to act on behalf of someone else, mostly an authority or a highly ranked official; the tasks of the attendant included usually to bring people to court or to a judicial authority. See also Chapter 3, p. 152.

4.2.3 The Procedure of the Oath-Taking at the Temple (Phase 2, stage C+D)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oath
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining to Phase 2 of the procedure:

When and where were the oaths sworn? What influenced the choice of the time and place for the oath swearing? Where exactly in the temple were the oaths sworn and who was present at the oath-taking ceremony? And how do we know if the oath was taken in the end (or not)?

The procedure of the actual swearing of a temple oath, chiefly an oral affair, is not explicitly recorded in the temple oaths themselves. However, their formula provides sketchy yet useful data that enable the following general reconstruction of how procedures unrolled immediately before and also during the oath-taking at the temple:⁷¹⁰

Between Stage B and C: After the oath formula was recorded on the ostrakon, the litigants still had to go to the designated temple (place) to swear the oath itself, the crowning piece of the procedure. Since the temple oaths represent an oral tradition, it was not sufficient to only put the oath in writing, it had to actually be spoken aloud in order to draw the attention of the god in question. The temple for oath-taking can be located in the same place of origin of the parties or in another (neighbouring) village or town.

Stage C (C1 – C4): The parties would go to the temple, probably in a specific location for oath swearing (often the *dromos* or the gate of the temple, on occasion named ‘*Gate-of-giving-justice*’), on the same day the oath is recorded, or between 1 and 8 days later (C1 + C2).

The presence of other persons at the oath-taking ceremony, for instance family members of the litigants, may have been required as well, either as witnesses, for moral support or on occasion as oath-helpers. Once all parties (litigants, trustee or ὀρκωμότης, oath-helpers, a temple priest, on occasion officials or their representatives) are present at the temple, the oath-taker – usually the defendant – could pronounce the oath-text himself, or repeat it after a third party (the trustee or ὀρκωμότης, a temple priest, e.g. *pj w^cb?*) who read it aloud, or

⁷¹⁰ The clauses Ic + Id (place and date of oath-taking), II (wording of the oath), III (assertion of truthfulness), IVaa (subsidiary oath) and V (trustee) provide valuable information. Also the information gained from the postscript (especially VIIa and VIIc noting the outcome and date of the oath-taking) is useful. On these clauses, see Chapter 3, *passim*.

perhaps he simply confirmed the authenticity of the oath being read by pronouncing the assertion of truthfulness. (C3 + C4).

Stage D: A postscript noting the outcome of the oath-taking ceremony was occasionally added to the oath-text on the ostrakon, usually at the bottom, by a priest (*pꜣ wꜥb*) associated with the temple where the oath had been taken or refused (this seems to be a regional procedure only attested in Pathyris).⁷¹¹ This priest is a different person from the scribe of the oath-text, as indicated by the different handwriting. In oaths sworn in Krokodilopolis, the scribe of the postscript occasionally bears the title ‘*priest who has access (to the temple of Smn)*’ while in Pathyris he is mentioned simply by name; once he is the *lesonis*.

The procedure outlined above was adhered to as a rule. In the following subsections additional, more detailed information will be gained by reconsidering the evidence collected from the temple oaths, both Demotic and Greek, both published and new (Turin ostraca), in combination with other sources. P. Grenf. I 11 and P. Mattha will again provide interesting and valuable extra information, this time about the procedure of oath-taking itself. More specifically, the following topics will be dealt with: the popularity of certain gods and temples and the connection between specific gods and the contents of oaths; special dates for oath-taking; the exact spot in the temple for swearing the oath and the possible performance of symbolic gestures or acts during the oath-taking ceremony; the people present at the oath-taking ceremony, and their role therein, and finally, how we can ascertain whether the oath (without a postscript noted) was taken or not.

4.2.3.1 Place and Time of Oath-Taking (stages C1 + C2)

Neither the oath-texts themselves nor P. Mattha and P. Grenf. I 11 explicitly mention how and by whom the place and time for swearing the oath were selected. We do not know whether this was the decision of the litigants themselves or of the authorities involved in the procedure, nor whether they could choose any temple or day to swear the oath. Each temple had its own priests, staff and facilities, along with a team of professional scribes to whom one could turn for assistance. The tendency towards a particular temple may have been influenced by practicalities such as the provenance of the parties, the distance to the temple, or acquaintances and also service and availability of certain scribes, priests or officials – some were itinerant officials and also the priest-judges did not hold court in every temple or village.⁷¹² However, the oath-taker’s personal preference and, above all, the popularity of a certain cult and of certain gods may have also played a role in determining before which god the oath was taken.

⁷¹¹ Even the oaths from Pathyris do not always include a postscript: see § 3.3.4.

⁷¹² For example, the *strategos* is one of those itinerant officials; also, referring to the priest-judges, Allam, *JEA* 77 (1991), p. 119 noted that “presumably, they held their meetings only in certain temples or towns”.

After listing (based on popularity and statistical findings) the temples and gods in Thebes and Pathyris that are connected with the swearing of temple oaths, we will first investigate whether there is a possible connection between the choice of certain temples and gods and the contents of the oaths. Next, we will briefly look into special dates for the swearing of oaths.

Popularity of Certain Gods and Temples Within Oaths: As discussed in Chapter 3 (p. 119), there are several temples and gods involved in the swearing of temple oaths. However, some are more prevalent in the sources than others. On the Theban east bank the majority of the surviving temple oaths were taken in the name of Khonsu, also invoked as Khonsu-Neferhotep and Khonsu-Lord-of-the-length-of-life, in his temple in Karnak. Montu, invoked in his own temple, appears to be the second most popular there, followed by Amun in Luxor.⁷¹³ On the west bank of the Nile the most popular god is Amun, often invoked as Amun-of-the-Ogdoad in his temple in Medinet Habu. The god Djeme, who is also worshipped there, only appears occasionally as oath-guarantor.⁷¹⁴ According to some scholars, the numerous oaths sworn in the name of Montu as the Bull-(Lord)-of-Medamud, at the gate of his homonymous temple, were taken by Theban people in Medinet Habu,⁷¹⁵ specifically in a small chapel dedicated to this god on the southern side of the Eastern High Gate of the Amun temple (temple of Ramses III).⁷¹⁶ However, according to others, including the present writer, these oaths were actually taken in the temple of Montu in Medamud, about 5 km from Thebes on the east bank.⁷¹⁷

A similar discussion among scholars concerns the temple oaths from Pathyris and Krokodilopolis. The god Sobek was apparently very popular among the oath-takers living in Pathyris.⁷¹⁸ Most of their oaths (about 85%) were sworn in his name, specifically in his Temple-of-the-Pylon. The latter is usually identified with the temple of Sobek in the neighbouring town Krokodilopolis about 14 km away from Pathyris (or the temple in *Smn*

⁷¹³ Of the 166 surviving temple oaths sworn in East Thebes, 117 are taken in the name of Khonsu, 47 oaths in the name of Montu, 2 oaths in the name of Amun. For specifics about the gods and temples in Thebes, see Chapter 3, p. 119 and the related tables in Appendices 2a-c.

⁷¹⁴ Of the surviving temple oaths certainly sworn in West Thebes, 66 are taken in the name of Amun-of-the-Ogdoad, 4 in the name of Amun, 8 in the name of Djeme.

⁷¹⁵ The oaths taken in the name of Montu, Bull-of-Medamud, are 234. Two of these oaths were actually found in Djeme/Medinet Habu: O. Tempeleide 33 and 222 (Lichtheim nrs. 158 and 159).

⁷¹⁶ One of the problems dividing scholars is the fact that no temple of Montu, the Bull-of-Medamud (i.e. the place of oath-taking mentioned in the oaths) is attested in the archaeological record of Djeme/Medinet Habu. See also next note.

⁷¹⁷ On this matter and the discussion among scholars, see Chapter 3, p. 118. Maybe these two possibilities existed alongside each other. So, for example the chapel in Medinet Habu could serve as an ‘annexe’, a second best, for the swearing of oaths before Montu, when the parties were not able to go to Medamud. See also Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 151 (unfortunately, the relief – see the attached photograph – on the Eastern Gate in Medinet Habu in which Kaplony-Heckel believes Montu is represented as the Bull is not definitively clear).

⁷¹⁸ We know that the disputing parties lived in Pathyris based on family archives from there; also the oaths were found in Pathyris.

about 5 km away?).⁷¹⁹ However, given the fact that small chapels existed within a given temple (dedicated to deities other than the main god), some scholars have suggested that there could have been a chapel of Sobek in Pathyris.⁷²⁰ This chapel – yet to be discovered – could have been located in the temple of Hathor, comparable to the chapel of Montu situated in the temple of Medinet Habu in Thebes.⁷²¹ Either way, the god Sobek was by far the most popular god with oaths in the area of Pathyris. In contrast, the goddess Hathor, despite having her own temple in Pathyris, is only invoked a few times as guarantor of oaths, while the god Anubis occurs only once.

Based on the evidence provided by the oaths found in one place but sworn in another (e.g. oaths found in Thebes but sworn in Medamud or those found in Pathyris but sworn in Krokodilopolis),⁷²² it appears that the parties regularly travelled to a different place from where they lived in order to take their oath in a specific temple. The reasons for this are sometimes of a practical nature, as demonstrated in the following examples: in O. Tempeleide 28 (= P. Erbstreit dossier 12) the plaintiff preferred to have the oath taken by the defendant in Krokodilopolis since the latter was a scribe in the temple of Hathor in Pathyris.⁷²³ A similar situation is reflected by O. Tempeleide 38 and 39: both oaths were taken in Medamud, and not in Thebes where the parties most probably lived, because the plaintiffs were priests in Thebes. In the case of O. Detroit 74249, an oath before the Bull of Medamud, the dispute was not generated in Pathyris as suggested by Ritner, but in Thebes, where the oath was also written and the *strategos* involved in settling the dispute was based.⁷²⁴

Aside from certain practical reasons, were there other deciding factors to persuade litigants living in Thebes and Pathyris to swear their oath elsewhere when they could just as easily have gone to a temple in their hometown? Could there be a link between a certain god and the specific contents of the oath?

⁷¹⁹ On the precise location of Krokodilopolis and *Smn* and their identification with modern Rizzagat and the village Dahamcha respectively, see Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, p. 37. About the suggestion that *Smn* could be the religious name for Krokodilopolis, *ibidem*.

⁷²⁰ See for instance Vandorpe, *Archive of Dryton*, p. 413-414 (originally based on a suggestion from the present author).

⁷²¹ It is also possible that both, the main temple of Sobek in Krokodilopolis and his alleged chapel in Pathyris, functioned as a place for swearing the oaths in his name. See also note 765.

⁷²² See also Theban oaths found on the east bank, but taken on the west bank (or vice versa): O. Tempeleide 38, 39, 73 etc. and also two unpublished ostraca (mentioned by Devauchelle, *RdÉ* 48 (1997), p. 260) found in Karnak but bearing oaths to be taken before Montu, the Bull of Medamud, in Medamud. According to Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155, of the 43 ostraca found in situ in Medinet Habu on the west bank, 3 of them were taken before Khonsu and 1 before Montu on the east bank; of the ostraca found in Karnak on the east bank, 1 was to be taken 'in the house of Djeme' and 2 in Medinet Habu, on the west bank.

⁷²³ As suggested by Vandorpe and Vleeming, *Erbstreit Papyri*, p. 35.

⁷²⁴ Based on the reading *Pr-Ipt-wrt* 'Temple of Eperis' (i.e. Opet in Karnak) contra *Pr-Ht-Hr* 'Pathyris' by Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 498 (see Chapter 2, ex. 63, p. 93), and the similarities with the formulae of Theban oaths (for which see § 3.1.2).

Specific Gods and the Subject Matter of the Oath: It is difficult to find a pattern or a direct link between the subject matter of certain oaths and the deity invoked. However, the evidence shows that some gods are more ‘specialised’ in certain areas and their prominence in particular matters is striking. The following examples concern a group of oaths from Thebes and from Pathyris respectively.

The vast majority of a group of Theban temple oaths (15 out of 21) concerned with specific matrimonial issues (i.e. infidelity and financial domestic mismanagement)⁷²⁵ were sworn in the name of Montu, the Bull of Medamud, a deity popular in the Theban area, also when oracles are concerned. As shown by Borghouts, the preponderant choice for these oath-takers, mostly women, to exonerate themselves from dishonesty in marriage specifically before this particular god is not coincidental.⁷²⁶ Indeed, Montu, especially as the bull god, represents ethical behaviour par excellence in domestic and matrimonial affairs. This is due to his involvement with “marriage morals”,⁷²⁷ which was typical for the Theban territory and attested from the New Kingdom through the Late Period, thus making him the perfect guarantor of the truth of oaths regarding such topics.

One could reasonably believe that if the oath-taker involved in e.g. a dispute of conjugal infidelity was innocent and eager to prove his innocence, she (occasionally he) was all the more prepared to swear her oath in front of Montu, the bull god and that she would probably have impressed her opponent more if she did so in the main temple of Montu, the Bull-Lord-of-Medamud, in Medamud itself. Similarly, the adversary who may have imposed the oath on his partner, doubting her monogamous behaviour and ethical financial management, would probably also challenge the oath-taker to take the oath in front of the same god, especially in Medamud itself. The distance between Thebes and Medamud could be travelled in one day, which would also account for those oaths written in Thebes, where the parties probably lived, but sworn in Medamud on the same day. So, one might say that when certain subject matters were concerned, a particular god and a particular temple could even reinforce the strength of the oath. In that case, it seems likely that the oath-taker was prepared to travel in order to take the oath in a specific temple and before a specific god, whether this was the oath-taker’s own decision or when pressured into it by another party or authority.

In contrast to the clear predominance of Montu in Theban oaths dealing with matrimonial issues, no apparent nexus between Sobek and specific matters of the numerous Pathyris oaths sworn in his temple in Krokodilopolis could be found. Sobek seems more of an all-round god invoked in a wide range of disputes. However, it is not surprising that the inhabitants of Pathyris were willing to undertake a lengthy journey to the neighbouring town of Krokodilopolis in order to swear their oath in his temple. As said, Sobek was very popular

⁷²⁵ On this group of oaths see also Chapter 3 (Excursus I), p. 129-132.

⁷²⁶ Borghouts, *RdÉ* 33 (1981), p. 11-22.

⁷²⁷ *Ibidem*, p. 20.

in the area, not only with oaths; his popularity in Pathyris is confirmed by the use of personal names with Sobek in it, and by the priest's title '*priest of Sobek and Hathor*'.⁷²⁸ Also, the inhabitants of Pathyris were used to travelling to Krokodilopolis for example to pay taxes and go to the notary office in times when this was not possible in Pathyris itself.⁷²⁹ In contrast, the goddess Hathor, whose temple is attested in the archaeological record of Pathyris, does not seem very popular when oaths are concerned. Only a few oaths (4?) are taken in her name; noticeably almost all of them (3?) deal with theft.⁷³⁰

Special Dates for Swearing the Oath: There is no clear evidence that oaths were to be taken on special days or festivals, for example of a certain god.⁷³¹ In P. Louvre E 7848, however, an Abnormal Hieratic text already discussed in Chapter two (ex. 46, p. 74), which can be seen as a precursor of Ptolemaic temple oaths, the parties involved in a conflict about a tomb agree upon settling their conflict by swearing an oath before the moon god Khonsu-in-Thebes-Neferhotep. The oath in question was taken remarkably late, namely three weeks after the redaction of P. Louvre E 7848. According to Donker van Heel the reason for this was that the date chosen for the swearing the oath was a day on which there was a full moon. So, on that specific day the lunar god Khonsu-in-Thebes-Neferhotep, in whose name the oath was to be taken, "would be at the zenith of his power."⁷³²

Also, it is sometimes possible to recognize certain patterns in the choice of months, seasons or periods, depending on the subject matter. For example, the oaths dealing with disputes concerning wheat, barley and other crops or products of the land, are very often to be taken in the *ḥ.t* or *šmw* season, respectively the harvest and summer season. As many oaths arise from (dis)agreements about sales and loans in kind (disputes usually concerning the size of the debt, the quantity of the products, their purity and quality), or land leases (disputes about the payment of the harvest tax or rental), it is not surprising that the disputes often arise at the end of the harvest season when crops would be available to be sold and debts, harvest taxes or rent could be paid (or not).

⁷²⁸ See Chapter 3, p. 156.

⁷²⁹ *Ibidem*.

⁷³⁰ O. Tempeleide 180 (theft of clothing), 190 (tomb robbery); O. Turin S. 12776 (theft of cereals); O. Tempeleide 36 is dealing with the existence of a certain document related to a sale.

⁷³¹ In contrast to oracular consultation, for which lists of good or bad days are known (on this matter see Hoogendijk, *ZPE* 113 (1996), p. 216-218), there is no evidence of special occasions or festivities for swearing a temple oath.

⁷³² Donker van Heel, *Abnormal Hieratic and Early Demotic Texts*, p. 97.

The Exact Spot in the Temple for the Oath-Taking: Temple oaths do not always specify in which place at the temple the oath had to be sworn. Some oaths, however, indicate the gate (rꜥ) or the dromos (ḥftjḥ) of the temple as the place for swearing the oath.⁷³³ Already in the Ramesside Period the temple forecourt was indicated as the place for swearing an oath, as attested in P. Strasb. 39: ‘You will seek out those people ... to administer an oath, and you will take them to the forecourt of their god so they can swear by him (i.e. the god)’. This does not seem to be a coincidence as these places, specifically the gate, represent the nexus between the outer secular world of chaos and disorder and the inner, enclosed sacred world of divine, cosmic order and truth, the gate in this sense being the ‘channel’ and the link between these two areas.⁷³⁴ The temple gate was therefore the optimal place for the god to present and manifest himself, and the inscriptions and reliefs on its walls emphasize the god’s role as judge and worshipper of Ma‘at. Significantly, “a judge was ‘he who opens the portico (as a juridical entity)’ , that is, a temple gate”.⁷³⁵

As well as being places full of symbolism related to the representation of a divine court, in the Ptolemaic Period many temple gates appear to be a *Rwt-dj.t-Mꜥ.t* ‘Gate-of-giving-justice’ where justice was actually administered by priest-judges and officials.⁷³⁶ There are at least twenty references to gates of justice in Ptolemaic Egypt being located in Dendera, Edfu, Esna, Medamud, Karnak, Akhmim, Tanis and Koptos, which can assume various architectonical forms,⁷³⁷ but are usually located in the precinct of the temple.⁷³⁸ Of these places Karnak, Koptos, Dendera and Medamud are also known for the swearing of temple oaths. Can the spot in the temple area where the oaths were taken, although not always specified in their formulae, be identified with these gates of justice?

In Karnak a gate functioning as a *Rwt-dj.t-Mꜥ.t* is the outer monumental (21m high) gateway or propylon (*sbḥ.t*),⁷³⁹ to the temple of Khonsu in Karnak, known today as the ‘Babel-Amara’. Built and decorated under the reign of Ptolemy III Euergetes I (246-221 B.C.), this very well preserved gate located in the temple dromos gave access to the temple forecourt and has 48 scenes covering its entire surface. Some of the inscriptions and reliefs present Khonsu as a judge and stress his role as avenger of any lie describing the god as being ‘great in terror, great in flame, he whose *bꜥw* (i.e. Khonsu’s punishing power) takes

⁷³³ For an overview of the places for oath-taking mentioned in the temple oaths, see § 3.2.1.3.

⁷³⁴ See Manning, *YJLH* 24 (2012), p. 117-118.

⁷³⁵ *Ibidem*.

⁷³⁶ As demonstrated by the famous Siut lawsuit and the Erbstreit proceedings, for which see respectively Thompson, *Archive from Siut, passim*; Shore and Smith, *JEA* 45 (1959), p. 52-60 and Vantorpe and Vleeming, *Erbstreit Papyri*, esp. p. 32-42. According to some scholars the administration of justice at the temple gate had become institutionalized in Ptolemaic times; on this matter see Manning, *YJLH* 24 (2012), p. 117-118; Clarysse, in: Mooren (ed.), *Politics, Administration and Society*, p. 29-53; Van den Boorn, *JNES* 44 (1985), p. 7 and 21.

⁷³⁷ The *Rwt-dj.t-Mꜥ.t* was not always a gate of the same type and in the exact same location in the temple area, but it could assume various architectonical forms, ranging from monumental gates giving access to the temple forecourt, to a kiosk located on the dromos close to the temple gate. See Traunecker, *Coptos*, p. 375-376.

⁷³⁸ See list of the gates of justice by Traunecker, *Coptos*, p. 374, with textual references and bibliography.

⁷³⁹ On this term, *ibidem*, p. 370.

possession of the one who says falsehood on the dromos of the Bnnt-temple (i.e. Khonsu's temple)',⁷⁴⁰ Although the preserved temple oaths invoking Khonsu⁷⁴¹ in Karnak do not specify the place designated for oath-taking – they only mention being sworn 'before' (*m-b3h*) Khonsu or at his temple (*n pr*) – it is most likely that they were taken on the dromos of Khonsu's temple, more specifically at the propylon, probably in the shade of this gate of justice's passage.

In Koptos Traunecker has suggested identifying the monumental portal (*m3h.t*), giving access to the temple of Geb, built and partially decorated between 79 and 69 B.C. (i.e. during the reign of Ptolemy XII), as a *Rwt-dj.t-M3c.t*.⁷⁴² On the temple walls the god Geb is represented as the ultimate judge who worships and follows *Ma'at*, is impartial and chases and punishes any lie.⁷⁴³ This gate of justice therefore seems to be the perfect place for swearing the Greek temple oath on O. Tait Bodl. 274 in the name of the god Geb.

The god Geb is also invoked in a temple oath from Dendera, O. Tempeleide 208, to be taken 'in the forecourt (*n p3 wb3*) of Dendera'. Unfortunately, no temple of Geb has been identified in the forecourt of the temple domain of Dendera. However, the kiosk of the Nectanebo's mammisi (the birth house of Ihy, the son of Hathor and Horus) and the temple of Isis, both located in the temple forecourt, seem to be indicated as being a *Rwt-dj.t-M3c.t*.⁷⁴⁴ Maybe a chapel of Geb, a god strongly connected to Isis and Osiris (according to one myth he was Osiris' father) and Horus, was located in one of those buildings, where judgements were pronounced and oaths, including O. Tempeleide 208, could be sworn.

In Medamud a kiosk attached to temple of Montu (reign of Ptolemy XII, 145-116 B.C.) has been identified as a *Rwt-dj.t-M3c.t*.⁷⁴⁵ Many oaths invoking Montu as the Bull of Medamud are said to be sworn 'at the gate (of the temple) of Djeme in the temple of Montu, Lord-of-Medamud'. As previously discussed (see p. 118), this 'gate of Djeme' is to be located in the temple of Montu in Medamud (and not in Medinet Habu), most likely in the aforementioned kiosk functioning as a *Rwt-dj.t-M3c.t*. However, Devauchelle prefers to identify the place for the swearing of oaths with the "portique de Ptolémée VIII Évergète II, à l' avant de la sale hypostyle" located closely to the kiosk in question, in the same part of the temple area.⁷⁴⁶

⁷⁴⁰ *Urk.* VIII, 92 (110): inscription on the bedrock panel, eastern doorpost, North face. For more about the inscriptions and reliefs on the 'Gate-of-giving-justice' of Ptolemy III in Karnak, see Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 218-220; Traunecker, *Coptos*, p. 375 and Derchain, *AAT* 33, 1 (1995), p. 1-12. Cf. also Chapter 1, p. 6 and Chapter 3, p. 117-118.

⁷⁴¹ Or his Greek equivalent Herakles, as in O. Tait Bodl. 273, O. Wilcken 1150 and Wilcken Chrest. 110 A, for which see Chapter 5, texts 16, 20 and 21 respectively.

⁷⁴² Traunecker, *Coptos*, p. 370-379.

⁷⁴³ *Ibidem*, p. 368-369.

⁷⁴⁴ *Ibidem*, p. 374-375.

⁷⁴⁵ Sauneron, *BIFAO* 54 (1954), p. 125-126; Sambin, *BIFAO* 92 (1992), p. 181; Traunecker, *Coptos*, p. 375.

⁷⁴⁶ Devauchelle, *RdÉ* 48 (1997), p. 260-262, esp. p. 262.

In conclusion, the temple gate, in particular the *Rwt-dj.t-M3^c.t*, and the dromos and more generally the temple forecourts – all locations within hearing distance of the god – appear to be the perfect place in the temple area for the oath-taking ceremony, even when not specifically indicated in the oath formulae as the place for swearing the oath. There is actually no other place where the oath-taker is more aware of the gods who listen to his words and of the possible divine and earthly repercussions if he commits perjury than at the temple gate or in the temple forecourts.⁷⁴⁷

⁷⁴⁷ For more on the meaning and functioning of the oath, including its cosmic significance, semantics and semiotics, also with regard to the gate space, see § 1.1.

4.2.3.2 Who Were Present at the Oath-Taking Ceremony (stages C3 + C4)

Who were present during the oath-taking ceremony at the temple and what role did these persons play? For instance, were the judges or officials, besides the higher authority, i.e. the gods residing in the temple, also there? And is the procedure in Thebes different from that in Pathyris?

Table 1. People who may be present during the oath-taking and their tasks

Parties	• Oath-taker (usually the defendant) • Opponent (usually the plaintiff)
Bystanders	• Oath-helpers (mostly oath-taker's relatives) [as con-jurators, swearing a so-called subsidiary oath] • Family members and friends of both parties [for moral support or as witnesses?]
Assistants	• Trustee or ὀρκωμότης (on occasion <i>p3 rd</i> or <i>p3 šms</i>) [carries the ostrakon with the oath-text, accompanies the parties to the temple, and may read the oath-text aloud] • Priest (<i>p3 wꜥb</i>) linked to the temple of oath-taking [assists during the performance of the oath; may read the oath-text aloud; writes the postscript on the ostrakon]
Authorities/ Supervisors	• Officials (for instance temple <i>epistates</i> and <i>lesonis</i>; village <i>epistates</i>?) [supervise and witness the oath-taking (the <i>lesonis</i> writes the postscript on the ostrakon once); may also impose the oath] • Elderly residents or temple priests (presbyters/<i>presbyteroi</i>) [supervise and witness the oath-taking] • Egyptian judges (<i>n3 wꜣꜥt.w</i>) [impose the oath; possibly witness the oath-taking as well]

The list of those present at the oath-taking includes the oath-taker(s) and his opponent(s) in the first place,⁷⁴⁸ possibly accompanied by oath-helpers. The oath-taker, usually the defendant, could be either one or several individuals swearing the oath separately or as a group.⁷⁴⁹ Oath-helpers, who occur in both Thebes and Pathyris, were mostly family members.⁷⁵⁰ They were probably required to take a so-called subsidiary oath ('*this is a truthful oath*') as they knew the oath-taker well and could therefore substantiate his credibility

⁷⁴⁸ Strictly speaking, the oath formula states that the oath-taker had to swear the oath 'for' a given opponent, so not stating explicitly that the opponent was present at the oath-taking ceremony. However, we can definitely assume that this actually was the case as it was in the opponent's best interest to be present. Apparently, if the latter, for whatever reason, was unable to attend the oath-taking ceremony, a representative could take his place, e.g. O. BM EA 31459. See also P. Amherst 61 (= P. Survey 53) where one brother represents the others in a dispute about inheritance issues.

⁷⁴⁹ The fact that the oath-taker is usually the defendant in a dispute is probably due to the burden of proof normally relying heavily on the plaintiff, i.e. the party claiming something or accusing someone. However, temple oaths taken either by the plaintiff or a witness are known, although these are rare. On this matter and for more statistics about the parties in general, see § 3.2.1.2.

⁷⁵⁰ See § 3.2.3.2 and Appendix 4a.

and the veracity of his oath. Perhaps, they were also supposed to know about the disputed matter (maybe even suspected of involvement, albeit marginally, in the same wrongdoing or activity along with the oath-taker?). In any case, the oath-helpers took the subsidiary oath themselves, being in fact conjurators, and thus were also liable to divine punishment if they committed perjury. The Egyptian terminology *ḥrk m-dr.t=f* ‘to swear in the hand of NN’ seems to stress the connection, also physically, between the main oath-taker and his oath-helpers.

It is possible that the oath-taker read the oath-text written on the ostrakon himself, but taking into consideration the low degree of literacy of the average ancient Egyptian, it seems more likely that the oath-text was read aloud by a priest, or by the trustee,⁷⁵¹ and solemnly repeated or just confirmed by the oath-taker by means of the assertion of truthfulness (*‘There is no falsehood in the oath’*). A trustee carrying the ostrakon with the text of the oath was sometimes present at the temple as well (at least at the utterance of the oaths taken before Montu, the Bull of Medamud and of a few other Theban oaths; besides, an ὀρκωμότης is engaged once in the procedure of a Pathyrite oath).⁷⁵²

Since the oath-taking was at a temple, one can reasonably expect a priest to be present to watch or provide assistance during the performance of the oath, although the formula of temple oaths does not mention him explicitly. Indeed, a priest (*p3 w^cb*, or a *lesonis*) noting the outcome of the oath-taking, and thus also being present during the ceremony, is attested in several oaths from Pathyris.⁷⁵³ Depending on the dispute’s subject matter and the consequences for taking or refusing the oath, other persons could attend the oath-taking as well, as shown by P. Grenf. I 11. In this case, dealing with the boundaries of a plot of land, those who witnessed the oath-taking included the ἀπὸ τοῦ τόπου πρεσβυτέροι *‘the local elders’*, either the temple elders (who could be familiar with the swearing of oaths) or the elderly residents (who were aware of the situation), the representative of the *komogrammateus* (who kept records of the land) and the people belonging to one of the parties involved (who either were there for moral support or possibly had economic interests in the plot of land).⁷⁵⁴

Furthermore, it seems that on occasion temple oaths were sworn before judicial authorities such as the judges or in the presence of officials such as the *epistates* or the *lesonis*. As already discussed (p. 187 and 190), several passages of P. Mattha refer to oaths being required from one of the parties *‘before the judges’* or *‘where the judges are’*. In other words, the judges could impose a temple oath during a lawsuit in order to settle a dispute. But where did the parties actually take such an oath? One passage in P. Mattha (col. IV, 9) dealing with annuity law shows that the oath could not only be imposed by, but also be sworn

⁷⁵¹ On the position and relationship of the trustee with the parties, see § 4.2.2.4.

⁷⁵² About these Theban oaths, see above p. 151. For Pathyris, see below, Appendix 1 (§ 4.5.1).

⁷⁵³ As can be inferred from the postscript (clause VII): see § 3.3.4.

⁷⁵⁴ See below, Appendix 1 (§ 4.5.1), phase 6.

on one's own initiative before, the judges and in a court of law:⁷⁵⁵ '[If an oath will be imposed] on you, to take it for me, it is in the place where the [judge]s are that you will take it' ([iw=w dj.t ʿnh] m-s3=k r ir=f n=j i.ir=k (r) ir=f n=j n p3 ʿ.wj ntj iw n3 w[pʃ].w n.im=f).

The judges (n3 wpʃ.w) referred to in P. Mattha can be identified with the Egyptian priest-judges while 'the place (lit. 'the house') where the judges are' (p3 ʿ.wj ntj iw n3 w[pʃ].w n.im=f) is probably the same as 'the house of judgment' (p3 ʿ.wj n wpʃ) mentioned in a specific clause in certain legal contracts, both to be identified with the local court of law over which they presided.⁷⁵⁶ Moreover, as already demonstrated by many scholars dealing with the subject, the place where these Egyptians priest-judges held their sessions, where the court was located and trials were held, can be identified with the temple, more specifically its forecourts, including the *dromos* and the gate.⁷⁵⁷

We may therefore conclude that, when the Egyptian priest-judges are involved in the procedure, the imposing and the swearing of the oath most likely occurred in the presence of the judges and at the temple (gate) where they held their court and oaths were often sworn. This was on the condition that the parties for whatever reason did not go to another temple for the actual swearing of the oath – as was sometimes the case (e.g. Theban oaths sworn in Medamud).

Oaths could also be taken before the temple *epistates* and/or the *lesonis*. The temple *epistates* (Greek: ἐπιστάτης ἱεροῦ) was the controller who supervised the local temples on behalf of the state.⁷⁵⁸ The *lesonis* (Demotic: mr-šn; Greek: ἀρχιερεύς), was the highest priest in the temple and its designated administrator.⁷⁵⁹ Both the temple *epistates* and the *lesonis* are mentioned in the formula of a Theban temple oath by Amun, in *casu* O. Tempeleide 35 (sale of a house), written on papyrus and part of the archive of Amenothès, son of Horos.⁷⁶⁰ This oath was sworn by a certain Imuthès called upon to testify in a dispute between Amenothès and two daughters of Psenesis claiming the house that Amenothès allegedly bought from their deceased father. In his sworn testimony Imuthès mentions another oath previously taken by Psenesis whereby the latter had indeed agreed to sell a house to Amenothès. It is this oath by Psenesis (not preserved) that was seemingly taken in the presence of the temple *epistates* Psenmonthès and the *lesonis* Psenminis:⁷⁶¹ '... while he (i.e. Psenesis) had declared (under oath) to do it (i.e. sell the house) in the presence of Psenmonthès, son of Psenhotès, the *epistates*

⁷⁵⁵ So far there is no actual example of surviving temple oaths that explicitly mentions being imposed or sworn before the priest-judges.

⁷⁵⁶ Did each temple also have its own priest-judges and court of law that could be convened on ad hoc basis (i.e. three priests and the *eisagogeus*)? Cf. Allam, *JEA* 77 (1991), p. 119: according to this scholar, the priest-judges held their meetings only in certain temples or towns. Were these maybe only the main temples in the most important/big towns?

⁷⁵⁷ On this matter and for bibliography, see above, p. 203-205.

⁷⁵⁸ The temple *epistates* is different from the *epistates* of either a nome or village, for which see p. 182.

⁷⁵⁹ For more on the *lesonis*' tasks see Pestman, *Amenothès*, p. 101, note j.

⁷⁶⁰ O. Tempeleide 35 = P. Amenothès 11.

⁷⁶¹ It seems that the temple *epistates* was often mentioned in documents along with the *lesonis*: see Pestman, *Amenothès*, p. 101, note h. Interestingly, the trustee of this oath seems to be Phagonis, the *lesonis* himself.

and Psenminis, son of Phagonis, the *lesonis*’ (r mtr=f r ir=f i.ir.hr Pš-šr-Mnt sš Pš-šr-Dḥwtj pš 3pjtts irm P-šs-Min sš Pa-wn pš mr-šn). We do not know with certainty if the oath by Psenesis was a promissory or a decisory oath.⁷⁶²

Another oath, O. Tempeleide 180 from Pathyris (theft of clothes), illustrates that the *lesonis*, called Sebekhotep, was present during the taking of a decisory oath in the temple of Hathor in Pathyris since he wrote the postscript on the ostrakon bearing the oath-text, noting that the oath had actually been sworn: ‘Sebekhotep, son of Hp-mn, the *lesonis* wrote: they took the oath aforementioned (in) year 44, 3rd month of the 3ḫ.t season, day 14’ (sh Sb-k-ḥtp sš Hp-mn pš mr-[šn] ir=w pš ʕnh ntj ḥrj ḥ3.t-sp 44 ibd-3 3ḫ.t (sw) 14). The fact that the *lesonis* and/or the temple *epistates* were present at the oath-taking ceremony is not surprising. They were both attached to the temple and probably only acted in Phase 2 of the oath procedure, supervising and witnessing the performance of the oath. However, it is more difficult to definitely state whether civil officials such as the village *epistates* or the *epistates* of the nome were actually also present at the oath-taking ceremony at the designated temple. Based upon P. Grenf. I 11 and for instance O. Tempeleide 28 we are aware that they could take part in the dispute resolution and facilitated the disputants in reaching an agreement; they probably even imposed the oath upon one of them, and wrote the oath text (Phase 1), but their physical presence during the performance of the oath at the temple remains questionable (Phase 2).

We need to take a closer look at O. Tempeleide 28, part of the so-called Erbstreit Archive (Pathyris 186–92 B.C.), where the village *epistates* is involved in the oath procedure instead of the temple *epistates*. The Erbstreit archive deals with a disputed inheritance of two plots of land (35 and 10 arouras) around Pathyris, belonging to a woman called Tamenos, which were inherited by her children after her death.⁷⁶³ Several trials took place between the family members of Tamenos (for instance Tamenos’ sister, her husband and children versus the husband of the late Tamenos and their children) and the oath in O. Tempeleide 28, to be taken on 1 November 135 B.C., had to end the dispute in the first trial held before the *epistates* of Pathyris.

The formula of O. Tempeleide 28 only mentions that the oath was written in the presence of the village *epistates* (and possibly the vice-*epistates*), most likely in his office in Pathyris: ‘[They] wrote [the oath] aforementioned in the presence of Patous, son of Horus (i.e. the vice-*epistates*?), and Nechoutes, son of Kanopos (?), who is *epistates* in Pathyris in year 36, 2nd month of the 3ḫ.t season, day 6’ (sh=[w pš ʕnh] ntj ḥrj i.ir-ḥr Pš-twj sš Hr N3-nḫ.f sš Gnps ntj n 3pjtts n Pr-Ḥt-Ḥr n ḥ3t-sp 36 ibd 2 3ḫ.t (sw) 7).⁷⁶⁴ Unfortunately, we do not know the exact place where his office was located (was it perhaps near the temple area?) or where the

⁷⁶² According to Pestman, *Amenothas*, p. 100, note e, it was a promissory oath, perhaps a ὄρκος βασιλικός.

⁷⁶³ For the Erbstreit Archive, alias the archive of Peteharsemtheus, son of Nechoutes (Pathyris, 186-92 B.C.) see Vantorpe and Vleeming, *Erbstreit Papyri* (2017).

⁷⁶⁴ O. Tempeleide 28 (= P. Erbstreit dossier 12), ll. 14-17.

hearing took place, whether this also happened in the *epistates*' office or even possibly in the temple forecourts or precinct.

In the latter scenario both the trial and the enactment of the oath may have taken place in the temple forecourts in Pathyris before the village *epistates*. However, according to the oath-text, the oath was sworn at the temple-of-the-Pylon, thus most probably at the temple of Sobek in Krokodilopolis.⁷⁶⁵ Did the *epistates* (or the vice-*epistates*) of Pathyris attend the oath-taking ceremony there? O. Tempeleide 28 does not give any clear indication, but based on other texts he probably did not. For example, in P. Grenf. I 11 it appears that after writing the oath-text, the *epistates* (of the nome in this specific case) sent the parties to the designated temple in Krokodilopolis (in this case the Kroneion, the temple of Kronos/Geb) for swearing the oath, sending an ὀρχωμότης along with them. Despite being in Krokodilopolis himself, the *epistates* apparently did not join the parties at the oath-taking ceremony. Other oaths seem to confirm that a representative or an assistant (i.e. *p3 rd* or *p3 šms*), probably acting on behalf of the authority who participated in the dispute resolution, would be sent to the temple along with the parties to administer the taking of the oath.⁷⁶⁶

⁷⁶⁵ A temple of Sobek, Lord-of-the-Pylon, is known to exist in the neighbouring city Krokodilopolis, but not in Pathyris itself. As previously discussed (see p. 200), a possible alternative could be that there was a subsidiary chapel of Sobek, also popular in Pathyris, in the temple of Hathor in Pathyris, and that in certain cases, for example if it was a matter of urgency or the parties were unable to travel, the parties could swear their oath in the name of Sobek there, instead of traveling all the way to Krokodilopolis. O. Tempeleide 28 could theoretically be one of those cases.

⁷⁶⁶ Cf. note 709. See also Seidl, *Eid*, p. 60-62; idem, *Ptolemäische Rechtsgeschichte*, p. 97; Kaplony-Heckel, *Tempeleide*, p. 14-15.

4.2.3.3 Symbolic Gestures/Acts During the Oath-Taking Ceremony (stage C4)

According to P. Grenf. I 11, col. I, 14-17 and col. II, 13-16, the oath-taker Panas grabs a piece of soil while swearing an oath to settle a dispute with his neighbour Thotortaios about the boundaries of a plot of land in Pathyris.⁷⁶⁷ The oath was sworn in the Kroneion temple in Krokodilopolis, but the handful of earth was taken from the very same disputed boundaries (τὰ ὅρια) in Pathyris and brought along by the parties for the oath-taking ceremony at the temple:

P. Grenf. I 11, col. I, 14-17 (Panas' version)

I, 14-17: π[ροβ]αλέσθαι μοι τοὺς περὶ [τὸν Θοτ]ορταῖον [συ]γλαβόντα [γῆ]ν ἀπὸ τῶν ὁρίων [ὁμόσαι ἐ]πὶ τοῦ Κ[ρον]είου τὰ ὅρι[α εἶναι ταύτης τῆς γῆς [ἕως το]ῦ ις ἐ[πὶ τ]οῦ πατρὸς[ς] τοῦ βασιλέω[ς]

The people around Thotortaios imposed me (Panas) to swear an oath at the Kroneion, after seizing some soil from the boundaries, that these were the boundaries of this (plot of) land until the 16th year of the reign of the king's father.

P. Grenf. I 11, col. II, 13-16 (Pechytes' letter)

II, 13-16: προεβάλετο Θοτορταῖος Ἄρπαήσιος ὁ ἐγκαλῶν τῷ Πανᾷ περὶ τῆς γῆς δραξάμενον τῆς γῆς ἀπὸ τῶν ὁρίων ὁμόσαι ἐπὶ τοῦ Κρονείου τὰ ὅρια εἶναι ταῦτα τῆς γῆς ἕως τοῦ ις ἐπὶ τοῦ πατρὸς τοῦ βασιλέως

Thotortaios, son of Harpaesis, who brought a claim against Panas about the land, imposed (him) to swear an oath at the Kroneion, after grabbing a handful of soil from the boundaries, that these were the boundaries of (the plot of) land until the 16th year of the reign of the king's father.

The Greek verbs used in the two passages above to describe the same act by Panas of grabbing some soil during the oral enactment of the oath are different, but with a similar meaning. In his version of events, Panas uses the verb συλλαμβάνω 'to seize' or 'to collect', while Pechytes in the report to his superior Daimachos prefers using the verb δράσσομαι lit. 'to grab with the hand'.⁷⁶⁸ The use of the demonstrative pronouns ταῦτα ('these') for indicating the boundaries (τὰ ὅρια) and ταύτης ('this') for the plot of land (τῆς γῆς) probably does not only mean that both words had already been mentioned before in the text, but also that the handful of soil taken from those boundaries was actually pointed to during the swearing of the oath.

The proceedings must have unfolded as follows: presumably due to the revolt in the Thebaid⁷⁶⁹ and the consequent lack of land registers or any other documentation, Panas had to take some sort of estimatory oath to re-establish the disputed boundaries of his grain field

⁷⁶⁷ See also Appendix 1, especially stage 6 in the attached table.

⁷⁶⁸ See Liddell and Scott, *Lexicon*, respectively p. 1672 and p. 448.

⁷⁶⁹ The revolt of the native kings Chaonnophris and Haronnophris against Ptolemaic rule took place in 205-186 B.C., whereas P. Grenf. I 11 is dated after 181 B.C. (see also Appendix 1, § 4.5.1).

as accurately as possible. In order to achieve this, the parties probably first went to the field in question, where Panas indicated which, according to him, had been the boundaries before the revolt, maybe by marking them on the ground. Then, before going to the temple to confirm the truth of the estimated boundaries by swearing an oath, he grasped a clod of earth symbolizing those boundaries and took it with him to the Kroneion for the oath-taking ceremony.⁷⁷⁰

The legal historian Helmis has pointed out how Panas' act of grabbing the boundaries' soil while swearing the oath was of symbolic and ritualistic significance, strictly connected with the subject of the dispute, i.e. land (more specifically boundaries).⁷⁷¹ In doing so, Helmis speaks of a so-called "symbolisme juridique", that is the representation of a plot of land through a clod of earth, which in antiquity was attested in many legal procedures involving land as for instance in ancient Mesopotamia and archaic Rome.⁷⁷² Moreover, he also underlines the religious bond between men and land in traditional societies, both ancient and modern, at times embodied in a specific deity protecting the boundaries, or, as in ancient Egypt, by the use of oaths to ensure those boundaries.⁷⁷³ Furthermore, Helmis ascribed Panas' symbolic act in P. Grenf. I 11 to what he defines as "une formalisme très accentuée" which he believes to be deeply rooted in the Egyptian tradition of oath-taking, especially in the Thebaid, in contrast to the practice of the Greek royal oaths.⁷⁷⁴

To my knowledge, apart from the act of 'swearing into the hand' of the oath-taker (*ῥῥῥ* dr.t) by oath-helpers, there are no other examples of any symbolic act or gesture performed during the oral enactment of oaths in ancient Egypt, nor in the Ptolemaic or in the previous historical periods.⁷⁷⁵ In this respect the symbolic act described in P. Grenf. I, 11 represents a *unicum* in the oath sources from ancient Egypt. A caveat is thus in order when drawing general conclusions about formalism and symbolic or ritual gestures performed during the swearing of Egyptian oaths in general and temple oaths in particular. Nevertheless, it is not

⁷⁷⁰ Another possible, but in my opinion less likely scenario, could be the following: although the oath in P. Grenf. I 11 is said to be sworn in the temple of Kronos, maybe the oath was not sworn at the temple gate or forecourt as often was the case, but *in situ*, i.e. in the field in question, which perhaps was located near or on the temple domain, and where the far reaching authority of the god invoked as guarantor of the oath was still effective (in other ancient civilisations at times a symbol of the deity was brought to the place, different from the temple, where the oath for whatever reason had to be sworn. On this matter, see for example R. Harris, *The Journey of the Divine Weapon*, in: H.G. Güterbock and Th. Jacobsen (eds), *Studies in Honor of Benno Landsberger* (1965), p. 217-224). In this case no soil was taken beforehand or brought to the temple, but the parties went to the disputed land while Panas took a handful of soil from the boundaries while swearing the oath.

⁷⁷¹ Helmis, in: Allam (ed.), *Grund und Boden*, p. 332. For another interpretation of the specific passage P. Grenf. I, 11, col. II, 14 (δραξάμενον τῆς γῆς ἀπὸ τῶν ὁρίων), see Mitteis, *ZSS.RA* 23 (1902), p. 274-300.

⁷⁷² Helmis, in: Allam (ed.), *Grund und Boden*, p. 332.

⁷⁷³ Helmis, *ibidem*, p. 333-334.

⁷⁷⁴ Helmis, in: Allam (ed.), *Grund und Boden*, p. 330 and 336-337. See also idem, in: Verdier (ed.), *Serment* I, p. 137-153, esp. p. 146-147. On swearing a false oath about a plot of land and being punished by the gods (passage known from the Instruction of Amenemope), see Chapter 1, p. 5.

⁷⁷⁵ The gesture of an oath by witnesses (i.e. left hand on the thigh and the right hand raised to the heart) is probably illustrated on a wall of the tomb of Wepemnefert (Old Kingdom), for which see Chapter 2, p. 31.

surprising that there are no other attestations of symbolic gestures or acts during the swearing of Egyptian oaths in the Ptolemaic Period or before since most sources consist of either the oaths themselves, i.e. their wording, or of indirect hints to the use of oaths. In fact, no source gives a description of the oath procedure as found in the exceptional case of the Greek dossier P. Grenf. I 11.

Concluding, the symbolic act performed by the oath-taker in P. Grenf. I 11 represents a *unicum* and is apparently strictly connected with the subject of that oath. It also provides us with a glimpse of the aspects of non-verbal communication that undoubtedly belonged to the oral tradition of oath swearing but were not conveyed into the written oath formulae, and are therefore lost to us. These aspects must indeed have included gestures and acts, either symbolic or functional, but also other facets of non-verbal communication such as intonation (when swearing an oath people usually raise their voice) and facial expressions, i.e. all the kind of information that, unfortunately, is usually not recorded and thus undetectable to us.⁷⁷⁶

4.2.3.4 Temple Oaths Without Postscript: Were They Taken or Not? (stage D)

The majority of the temple oaths on ostraca (both from Thebes and Pathyris), and on papyri (four from Thebes and one from Pathyris) do not include a postscript in their formula disclosing whether the oath was actually taken (or not).⁷⁷⁷ These temple oaths only provide us with the ‘programme’ or the outline of the planned proceedings at the temple.

As for the few temple oaths on papyri without postscript, there is another way to find out how the dispute ended, because these papyri belong to a family archive. The oath was given to the winning party for future reference or as proof of title. If the family archive belonged to the (family of the) oath-taker it means that he had taken the oath and won,⁷⁷⁸ on the contrary, as a consequence, if the family archive belonged to the opponent (i.e. not the oath-taker), the oath had probably been refused, thus meaning that the opponent had automatically won the case by default.⁷⁷⁹

⁷⁷⁶ K. van der Moezel, in: B. Haring, O. Kaper, R. van Walsem (eds), *The Workman's Progress. Studies in the Village of Deir el-Medina and Documents from Western Thebes in Honour of Rob Demarée*. (2014), p. 155-174, especially p. 160.

⁷⁷⁷ From Thebes: O. Tempeleide 37 (= P. BM Reich 10079 A); O. Tempeleide 35 (= P. Amenothès 11) and 34 (= P. Amenothès 13); P. Amherst 61 (= P. Survey 53, unp.); from Pathyris: O. Tempeleide 28 (= P. Erbstreit dossier 12).

⁷⁷⁸ See O. Tempeleide 28 (= P. Erbstreit dossier 12). Note that the oath recorded by O. Tempeleide 35 = P. Amenothès 11, belonging to the homonymous archive, was not taken by Amenothès himself, but by a certain Imuthès who testified in favour of Amenothès in a dispute dealing with the sale of a house, and thus the papyrus was kept in Amenothès' archive.

⁷⁷⁹ There are no examples of this scenario among the surviving oaths on papyrus. Note, however, that the oath documented by O. Tempeleide 43 = P. Amenothès 13 (see above, p. 143) was probably never sworn by Amenothès, but it was kept in his archive nonetheless. The reason why is the following: admitting (by not swearing) that the house was not sold to him by the plaintiff's father to pay an outstanding debt implied that Amenothès had still the right to cash in that debt. On the other hand, it also implied that the plaintiff was entitled to the disputed house; therefore, I wonder whether a copy of P. Amenothès 13 may have also been given to the plaintiff, who had won the case.

In the cases concerning the ostraca without a postscript, the presence of a number of clauses in the oath formula, or the lack of these, could provide us with a clue. This is especially true for clause IV a+b stating the consequences of taking and refusing to take the oath respectively: one could reasonably presume that the absence of any consequences for refusing to take the oath (IVb) included in the oath formula, indicated the strong expectation that the oath was actually going to be taken.⁷⁸⁰ Pointing in the same direction is the regular occurrence in the Theban oaths of the ‘assertion of truthfulness’ (clause III) by which the oath-taker confirmed the veracity of the oath-text and which was probably read aloud by a third party.⁷⁸¹

Since temple oaths written on ostraca are sometimes part of a private archive,⁷⁸² they may have been given to the winning party of the dispute to be taken home and kept, similar to what happened with the oaths written on papyrus. The difference between the oaths being part of an ostraca archive and those belonging to a papyrus archive probably lies in the nature of the subject matter of the dispute and how important it was deemed to preserve that proof for the short or long term. For example, if the dispute concerned a significant debt, the winning party would probably only want to keep the proof for the short term should the payment be questioned again by the adversary, hence the ostrakon was kept.⁷⁸³ On the other hand, in disputes concerning house or land ownership, this proof actually needed to be in the family for future reference for years to come, hence it was copied down onto papyrus.⁷⁸⁴

⁷⁸⁰ See for instance O. Tempeleide 1, 17, 42, 99, 138 etc. Cf. also § 3.2.3.4.

⁷⁸¹ On this matter, see § 3.3.1.

⁷⁸² On these ostraca see below, p. 220 and note 796 See also Kaplony-Heckel, in: Eyre, Leahy, Montagnon-Leahy (eds), *Studies Shore*, p. 153 and notes 48-50.

⁷⁸³ E.g. O. Tempeleide 96 about the payment for a delivery of barley, part of the archive of Pakoibis, son of Patous from Pathyris.

⁷⁸⁴ This is exactly what happened with for instance O. Tempeleide 28 (about land; Erbstreit Archive) and O. Tempeleide 34 and 35 (about a house; archive of Amenotnes, son of Horos). See also the following oaths with postscript: O. Tempeleide 36 (archive of Harsiesis, son of Schotes); O. Tempeleide 29; 30; 67 (archive of Horos, son of Nechoutes); all dealing with land; and O. Tempeleide 36 (archive of Harsiesi, son of Schotes) about a house. For these texts, see Chapter 3, Appendix 3.

4.2.4 The Procedure After the Oath-Taking at the Temple (Phase 3, stages E + F)

Phase 1: The procedure before the oath-taking
Stage A: imposing a temple oaths
Stage B: writing the oath-text
Phase 2: The procedure of the oath-taking
Stage C: oath-taking
Stage D: outcome
Phase 3: The procedure after the oath-taking
Stage E: consequences
Stage F: copy oath on papyrus

These are the questions pertaining Phase 3 of the procedure:

What happened after the oath was sworn (or not) at the temple? Which legal authorities were involved in this phase of the oath procedure and what was their role? Who wrote the documents possibly needed by the winning party (e.g. a quitclaim by the losing party or an estimatory oath for the plaintiff)? Who copied the oath-text onto papyrus and where were the ostraca and papyri kept after the oath procedure was completed?

The procedure after the oath-taking at the temple is partially documented by the formula of the temple oaths themselves. This is especially true for the consequences of swearing or refusing to swear the oath (stage E), which are recorded in the oath formula (clause IVa and IVb) of most temple oaths, both on ostraca and papyri.⁷⁸⁵ Concerning the final stage (stage F), a remarkable example of one and the same oath surviving on an ostrakon and on a papyrus (O. Tempeleide 172 A + B) shows that on occasion, after the dispute was settled, the oath formula of type B ostraca was copied down on papyrus (type C) to be kept in family archives.

Apart from the temple oaths themselves (internal evidence), additional and valuable information on the procedure after the oath-taking at the temple can be gained from other texts such as P. Grenf. I 11, P. Mattha and, occasionally, from private family archives where the temple oaths copied down on papyrus (type C) were kept. Moreover, information about the storage and find-spots of the ostraca (external evidence), although still scarce, is also helpful in the reconstruction of the final stages of the oath procedure. Schematically, the following illustrates what we know about the procedure after the oath-taking at the temple:

Stage E: After the oath-taking, the parties, along with the trustee or ὀρκωμότης, presumably returned to the person (judge, official or professional scribe) who assisted them in the first place and to the place (court, official's or scribal office) where the oath-text was originally put in writing, to handle the case further and deal with the consequences of the oath (E1).

The consequences of the oath were mostly established beforehand and included in the oath formula itself (in clause IVa if the oath was taken and in IVb if the oath was refused). In

⁷⁸⁵ The consequences of the oath have been extensively discussed in § 3.2.3.

general, if the oath-taker was the defendant, and in most cases he was, and he indeed took the oath, he was exonerated and the plaintiff had to drop all claims. Sometimes an additional deed of renunciation of the plaintiff's claims in favour of the winning party was drawn up (Demotic: *sh n wj*; Greek: συγγραφὴ ἀποστασίου) (E2).

Conversely, if the defendant refused to take the oath, he admitted his guilt, which usually implied that he had to give back or reimburse the disputed items to the plaintiff. On occasion, the plaintiff could be required to take an estimatory oath to establish the value of the items in dispute (E3).

The party who refused to take the oath may at times be summoned to a particular legal authority such as the *strategos*, the *epistates* or a representative (E4).

Stage F: Once everything was concluded, the ostrakon with simply the oath-text (type A) or the ostrakon with an added postscript (type B) was either handed to the winning party (option 1) or was kept in a temple or public archive (option 2). Occasionally, it was copied on papyrus (type C) to be kept in family archives (option 3).

We shall now investigate the intervention of an authority if the oath was refused (stage E) as well as the documents that would be needed in the final stages (E + F) of the oath procedure. After that, we will deal with the undocumented storage place of the ostraca after the oath had been taken, along with their find-spots.

4.2.4.1 Intervention of an Authority if the Oath Was Refused (stage E4)

If the oath-taker refused to take the oath, he usually faced consequences related to the subject matter of the specific dispute, ranging from the restitution of a disputed or stolen object or the payment of a specific debt to sharing an inheritance or house etc.; sometimes he also had to pay an additional fine.⁷⁸⁶ These consequences were usually included in the oath formula written on the ostrakon (clause IVb).

In a few cases the consequence of refusing to swear the oath consisted of the reluctant oath-taker being sent to (the office of) a particular authority.⁷⁸⁷ This could be the *strategos*, the *epistates*, the *lesonis* or even a representative or assistant acting on behalf of the authority. The formula used in these cases is always the same: *iw=f st3t r tm ir=f mtw=f ij.t i.ir.hr NN 'If he withdraws in order not to take it (i.e. the oath), he will appear (lit. come) before NN'*. As already pointed out (p. 183), the headquarters of the *strategos* and the *epistates* of the nome

⁷⁸⁶ For more details, see § 3.2.3.3. Note that in one exceptional case mentioned in P. Mattha, col VII, 31 the defendant who refuses to swear the oath has to suffer a corporal punishment (i.e. a beating).

⁷⁸⁷ O. Tempeleide 93, 100, 119, 140, 147, 159, 207, 213; O. Leiden 213, 259, 308; O. FuB 10, p. 176, nr. 36 and p. 181, nr. 40; O. Detroit 74249; O. Wilcken 1150; O. Strasb. 1517 (unpublished, quoted by Kaplony-Heckel, *Tempeleide*, p. 400) and O. Cairo MH 2984 (unpublished, *ibidem*, p. 388 and eadem, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 155 and p. 159, note 77). It is not clear whether the *epistates* mentioned in O. Tempeleide 207 and in O. Wilcken 1150 is the temple or village *epistates* or the superintendent of the nome. Cf. Quaegebeur, in: Cannuyer and Kruchten (eds), *Mélanges Théodoridès*, p. 215 who suggests identifying the *epistates* mentioned in O. Tempeleide 207 as the 'épistate du Périthèbes' (i.e. of the nome).

were probably in the capital of the nome, although we do not know exactly where. We do know that the *strategos* could temporarily reside at the temple gate when adjudicating disputes (for example in the so-called ‘Phremithieion’, see above p. 182), close to where the *laokritai* held court. The *epistates* of the village was presumably seated in the village, but again there is no evidence as to precisely where, while the temple *epistates* and the *lesonis* had their office in the temple.

Table 2. Intervention by an authority if the oath is refused (only Thebes)

Authority	Consequences for the party refusing to take the oath	Text, provenance and matter of dispute
<i>Strategos</i> (<i>srtjkw</i> s)	appear before the <i>strategos</i> (<i>ij.t i.ir.hr p3 srtjkw</i> s)	O. Tempeleide 140 (Thebes, debt); O. Detroit 74249 (Thebes, inheritance); O. Strasb. 1517 ⁷⁸⁸ (Thebes, ?)
	act according to [the words?] of the <i>strategos</i> (<i>ir r ht [n3 mdw?] p3 srtjkw</i> s)	O. Tempeleide 100 (Thebes, debt?)
<i>Epistates</i> (<i>3pjtts</i> / ἐπιστάτης)	appear before the <i>epistates</i> (<i>ij.t i.ir.hr p3 3pjtts</i> ; εἰ δὲ [μή], ἔρχεσθαι ἐπὶ τὸν ἐπιστάτην)	O. Tempeleide 207 (Thebes, theft?); O. Wilcken 1150 (Thebes, contents of an agreement)
<i>Lesonis</i> (<i>mr-šn</i>)	appear before the <i>lesonis</i> (<i>ij.t i.ir.hr p3 mr-šn</i>)	O. Tempeleide 119 (Thebes, theft)
Representative (<i>rd</i>)	appear before the representative (<i>ij.t i.ir.hr p3 rd</i>)	O. Tempeleide 147 (Thebes, money payment)
Attendant (<i>šms</i>)	appear before the attendant (<i>ij.t i.ir.hr p3 šms</i>)	O. FuB 10, p. 176, nr. 36 (Thebes, inheritance); O. Cairo MH 2984 (Thebes, ?)
Unknown	appear before NN (<i>ij.t i.ir.hr p3 ...</i>)	O. Tempeleide 93 (Thebes, theft); 159 (Thebes, money); 213 (Thebes, ?); O. FuB 10, p. 181, nr. 40 (Thebes, ?); O. Leiden 308 (Thebes, ?) ⁷⁸⁹

Why were the oath-takers in these specific cases sent off to a particular authority and how were these authorities selected? What was the role of that authority in this stage of the dispute and oath procedure?

Content-wise, many of the aforementioned oaths deal with theft, debts and payments of money. However, the reason why the reluctant oath-takers in table 2 were sent to a particular authority does not seem to be related to the subject matter of dispute. There are other temple oaths dealing with the same matters of dispute, which do not mention the intervention of any authority if the oaths were not sworn.⁷⁹⁰ There is also no evident connection between a

⁷⁸⁸ The name of the *strategos* is given: *Pa-Gb* son of *Hrjw*.

⁷⁸⁹ The party refusing the oath must appear ‘before *Ljsjmkws*’.

⁷⁹⁰ E.g. O. Tempeleide 116 and 118 (theft); O. Tempeleide 150 and 151 (debt).

specific subject matter of dispute and a particular authority. The only feature all these oaths seem to have in common is their provenance from Thebes.

The fact that the consequences for the party refusing to swear the oath are not explicitly described in the oath formulae, and that the texts instead only mention that ‘*he must appear before*’ a particular authority if he indeed did not swear, suggests two different scenarios. First, the disputing parties may have initially been assisted by a professional scribe who wrote the oath-text, probably at the request of the parties themselves. In that case, the decision as to the consequences of refusing the oath was deferred to a higher judicial authority. This authority could be the *strategos* or the *epistates*, whose intervention thus would only be required in the final enforcement phase of the dispute.⁷⁹¹ The second, and in my opinion the most likely scenario, would be that the authority before whom the party refusing to swear the oath had been summoned, was the same one the disputing parties had turned to in order to settle their conflict. That means that the *strategos*, the *epistates*, the *lesonis* etc. mentioned in these oaths probably played an active role in arranging a settlement by oath between the parties as well, as for instance in P. Grenf. I, 11 and O. Tempeleide 28. Their subsequent task was to supervise the fulfilment of the obligations upon which the parties had agreed, as for example in O. Tempeleide 214 where the plaintiff, who lost his case and had to ‘*satisfy the heart*’ of his opponent before the *strategos*. For some unknown reason (maybe the oath was expected to be taken?), in the oaths under consideration the consequence or penalty for not taking the oath was established *after* the oath-taking ceremony.

4.2.4.2 Documents in the Closing Stages of the Oath Procedure (stages E + F)

In most temple oaths there is no indication of where the parties went after the oath-taking ceremony at the temple was completed. Presumably, once the oath had been sworn or refused, the litigants went back to the official’s or scribal office where the oath had been imposed and recorded, along with the trustee or ὀρκωμότης. After the oath-taking, the authority concerned, i.e. the judges, an official or simply a professional scribe, processed the case further and at least supervised the writing of the documents needed to close the case. These included documents such as a deed of renunciation of any future claims (a quitclaim or cession) by the losing party (Demotic: *sh n wj*; Greek: συγγραφὴ ἀποστασίου), and, on occasion, a suppletory or estimatory oath for the plaintiff to swear and a copy of the oath drawn up on papyrus for the winning party.

A cession is referred to in the temple oath formulae, specifically in the clause stating the consequences for taking the oath (IVa) usually reading as follows ‘*if the defendant takes the oath, the plaintiff will be far from him concerning the disputed items*’; an actual example of a

⁷⁹¹ See Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 501 who believes that in Demotic litigation, in contrast to Greek litigation, the *strategos* does not play an active role as mediator between the litigants, but only needs to act in the final enforcement phase, relying upon the decisive force of the oath. Cf. the dispute settlement process below, § 4.3.1.2.

written document of cession is P. BM Reich 10079 D, a quitclaim related to the dispute settled by O. Tempeleide 37 (= P. BM Reich 10079 A). Also, in P. Grenf, I 11, col. I, 20-21 and II, 19-20 it is explicitly mentioned that Thotortaios, the losing party, wrote a συγγραφὴ ἀποστασίου in favour of Panas, the winning party, after the latter had taken the oath and that the document was written in order to prevent any future claims. In P. Mattha there are various mentions of a quitclaim in relation to the swearing of an oath, e.g. col. VI, 3 (transfer of a house); col. VII, 13-16 (ownership of a house); VIII, 22 (litigation between neighbours); IX, 19 (inheritance).

An estimatory oath (see Chapter 3 p. 144) is regularly referred to in the temple oath formulae. It is to be taken by the plaintiff after the defendant's refusal to swear, which was an implicit admission of guilt. Unfortunately, no concrete, written example of an estimatory oath has been preserved. However, templates of estimatory oaths are found in P. Mattha: for example, col. VII, 23: if the defendant admitted (by refusing to swear) that his construction work did cause the plaintiff to lose money, the plaintiff then stated under oath how much money he had actually lost: *'Such-and-such money was lost to me because of your obstructing my house'*. Also, in col. VIII, 22: after the defendant refused to swear that he did not cause the collapse of his neighbour's house on purpose (that is: admitting that it was indeed a malicious act), the plaintiff had to take the following oath: *'my house has collapsed; such-and-such thing is lost to me due to my house collapsing'*. We do not know when the text of the estimatory oath was recorded, that is to say whether it happened before the parties went to the temple (in Phase 1) or only afterwards if the defendant refused to swear his own oath (in Phase 3).

Copies of temple oaths on papyrus, as said, may have also been needed, for instance in more complex or weighty cases like those concerning immovables.⁷⁹²

The question remains as to who wrote the documents needed in the closing stages of the procedure such as a quitclaim, a suppletory oath or a copy of the oath on papyrus. Despite the mention of the losing party writing a quitclaim for the winning party in P. Grenf. I 11, the documents needed to close the case must have been written by a professional scribe, be it at the request of the parties themselves or instructed by the legal authority who handled the case.⁷⁹³ This scribe could be the same one who originally wrote the oath-text and was already familiar with the case, or another scribe. In fact, the latter seems to be the case with copies of the oath on papyrus, as shown by P. Erbstreit dossier 19 written by a third scribe mentioned by name (scribe 3), who was a different person from either the oath-text's scribe (scribe 1) or the postscript's scribe (scribe 2); and by O. Tempeleide 172 A (type C papyrus) showing a different handwriting from the 'original' oath preserved on O. Tempeleide 172 B (type B).

⁷⁹² Examples of such copies have survived, e.g. oaths regarding land as in O. Tempeleide 28 (= P. Erbstreit dossier 12) or those concerning a house such as O. Tempeleide 34 (= P. Amenotches 13) and 35 (= P. Amenotches 11). For the complete list of oaths copied onto papyrus, see Chapter 3, Appendix 3.

⁷⁹³ See Vandorpe and Vleeming, *Erbstreit Papyri*, p. 162-164.

4.2.4.3 Storage of the Ostraca After the Oath-Taking (stage F)

Up to now we have seen three types of temple oath-text carriers: type A ostraca, type B ostraca and type C papyri.⁷⁹⁴ Other than the type C papyri, which were kept in the family archives of the winning party, little is known about where type A and B ostraca were stored for safekeeping after the oath had been taken. The primary function of the type A ostraca is to provide a basis, a reminder of the actual oral enactment of the oath at the temple; once the oath had been taken, this function ceased to exist. The same applies to the type B ostraca once their text had been copied down on papyrus.⁷⁹⁵ Were these A and B type ostraca then disposed of, perhaps re-used or kept in an archive?

A few temple oaths on ostraca (type A and B) are part of private ostraca archives, e.g. the Demotic O. Tempeleide 69 (about a receipt), 179 (about valuable clothing) and the Greek oath O. Wilcken 1150 (about inflicting an injury) belonging to the Theban archive/dossier of Herakleides. O. Tempeleide 96 (about the delivery and payment of barley) and O. Enchoria 21, p. 35, nr. 37 (about the theft of a cow) are part of the archive of Pakoibis, son of Patous from Pathryis.⁷⁹⁶ This means that these ostraca were given to the winning party – who needed proof he had sworn the oath and thus won the case – to take home with him; private archival notes added onto some ostraca (§ 3.3.5) point towards the same conclusion; archaeological data also seem to confirm that some ostraca were found in, or at least close to, the remains of houses.⁷⁹⁷ The ostraca were probably stored there, together with other documents that were worth keeping. Nevertheless, these ostraca were probably of less significance to his family and his heirs, so it was not actually worthwhile copying them down onto papyrus, which was expensive.

We do not know if the ostraca were taken home by the winning party every time, once the oath procedure had been completed, as Devauchelle assumes.⁷⁹⁸ This would also imply

⁷⁹⁴ See Chapter 3, p. 103-104.

⁷⁹⁵ See e.g. Tempeleide 172 A + B: both the oath on ostrakon and the copy on papyrus are preserved; the papyrus was kept in the family archive, but what happened to the ostrakon? Evidently it had not been thrown away or re-used; unfortunately, there is no available information as to where the ostrakon was found.

⁷⁹⁶ For more on the dossier/archive Herakleides, see Kaplony-Heckel, *Afp* 50 (2004), p. 149; to this same archive belongs also another Demotic oath quoted by eadem, *Tempeleide*, p. 391. See also the early Roman archive of Mes-Wer: 1 temple oath: unpublished, mentioned by eadem, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 153 and note 43; cf. also eadem, *Tempeleide*, p. 387.

⁷⁹⁷ E.g. for the temple oaths from Medinet Habu (excavations: Oriental Institute Chicago 1928/29-1930?), see Lichtheim, p. vii: "...the areas in which we know (some of the) the ostraca were found are situated at the rear of the Great Temple, in front of the western Fortified Gate, an area which yielded remains of several Roman houses"; more specifically: 1 temple oath (?) part of the family Archive of Mes-Wer: found in situ in Medinet Habu, West Pylon/Gate (?), as quoted by Kaplony-Heckel, in: Eyre, Leahy, Montagno-Leahy (eds), *Studies Shore*, p. 143 and note 53.

⁷⁹⁸ Devauchelle, *RdÉ* 48 (1997), p. 260. If a quitclaim was drawn up by the losing party, the ostraca with the oath-text were not worth keeping anymore.

that the storage place of the ostraca was different from the place where the oath had been recorded and also different from that where it had been sworn.⁷⁹⁹

Nonetheless, there also seems to be evidence for storage of the temple oaths on ostraca in a different place. For instance, the research conducted by Vandorpe on temple oaths on ostraca from Pathyris suggests a common or public place of storage, in which the oaths taken by different persons and before different gods were kept and found together.⁸⁰⁰

Although many oaths from Pathyris were sworn before Sobek in Krokodilopolis, they were not kept in Krokodilopolis, but in Pathyris itself where the parties lived and the oaths were put in writing.⁸⁰¹ Perhaps this common place was a temple archive, for example in the Hathor temple in Pathyris, where the scribal office was located and the oaths could have been recorded. Speaking in favour of a temple archive is the fact that some oaths appear to have been found in or near the temple area;⁸⁰² the evidence provided by O. Enchoria 21, 40, also from Pathyris, seems to point into the same direction, containing a temple oath on its recto and on its verso a temple inventory list of entries ('Tagebuch-Einträge'), which appears to indicate that after the oath-taking the ostrakon bearing the oath-text was kept in the temple (area), where it was re-used.⁸⁰³

As a matter of fact an archive of the temple of Hathor in Pathyris seems to exist.⁸⁰⁴ Unfortunately, it still remains unpublished. Did temple oaths also belong to the temple archive? And why would the temple be interested in keeping a document concerning a private matter between private individuals and sworn in a different temple? One plausible explanation could be that those documents were written by priest-scribes associated with the temple; additionally, maybe the temple wanted to keep record of the services rendered, probably for tax implications.

A more likely alternative may be that the place in or nearby the temple (area) where the (oaths on) ostraca were kept, and eventually found, was not a public archive, but a garbage

⁷⁹⁹ According to Devauchelle, *RdÉ* 48 (1997), p. 260, the fact that the ostraca were taken home by the parties would explain the reason why for instance two ostraca found in Karnak contained oaths to be taken before Montu, the Bull of Medamud, probably in Medamud itself.

⁸⁰⁰ See Vandorpe, *Archive of Dryton*, p. 413-414.

⁸⁰¹ The ostraca were discovered in Pathyris, although their exact find spot remains problematic. The town of Krokodilopolis cannot be located with certainty and thus no ostraca or papyri have been excavated there. Also, if the oaths were kept in the temple where the oaths were sworn, temple oaths sworn before Hathor in Pathyris and temple oaths sworn before Sobek in Krokodilopolis could not have been found together (but they have). Even if sometimes oaths in the name of Sobek may have been taken in a chapel of Sobek in the Hathor temple in Pathyris, the majority of the oaths before Sobek were still sworn, as said, in the neighbouring town Krokodilopolis.

⁸⁰² E.g. the ostraca from excavations in the Mut precinct in Karnak, for which see Jasnow and Fazzini, *Enchoria* 16 (1988), p. 23-48; and those from Pathyris, many of which were found during the excavations by Schiaparelli; although the exact find spot of the ostraca has not been noted, we know that the excavations were conducted in the temple area.

⁸⁰³ See Kaplony-Heckel, *Enchoria* 21 (1994), p. 27 and 39 - 41.

⁸⁰⁴ According to Vandorpe and Waebens, *Reconstructing Pathyris' Archives*, § 3, § 13, and p. 100-101.

dump, similar to those dumps where for instance many Deir el Medina ostraca were found, among which various types of texts including oaths, from the Ramesside Period.⁸⁰⁵

Another possibility is that after the oath-taking in Pathyris or in Krokodilopolis, the ostrakon bearing the oath-text was brought back by the parties themselves or the ὀρκωμότης to the office of the authority taking part in the dispute resolution, e.g. the village *epistates*, and then kept in a public archive. The last scenario could also possibly explain the Greek notes such as ὄρκος ‘*oath*’ occasionally added on the Demotic ostraca, meaning either that a Greek functionary or servant working in the *epistates* office was involved in the archiving of those ostraca, or that the notes were meant for the Greek administration.

⁸⁰⁵ See Chapter 2, p. 24.

4.3 TEMPLE OATHS AND DISPUTE SETTLEMENT IN PTOLEMAIC EGYPT

This section aims to define and clarify the position and role of the temple oaths in the dispute settlement process in Ptolemaic Egypt. To do this, we will first discuss the disputing process model developed by legal anthropologists, i.e. the stages and related strategies through which a dispute between parties can pass in order to be resolved. We will then look at the actual methods and procedures for handling disputes in Ptolemaic Egypt. Finally, building upon this and focussing on the temple oaths, an attempt will be made to establish at which point in the process of settling disputes in Ptolemaic Egypt a decisory temple oath was taken, and which third parties (judicial or not) were involved.

4.3.1 The Disputing Process

Disputes occur in every society. At some point in his or her life everyone becomes involved in some minor or major disputes. As pointed out by Barkan, “just as every society has disputes, so does every society have one or more customary ways of dealing with disputes”.⁸⁰⁶ When a dispute arises, the people involved have to address it and decide what to do. In general, there are two main ways of settling a dispute: outside or inside a court of law. In the first case disputants find a solution to their contention without invoking the law (context: informal and unofficial), while in the second case they invoke the law and the intervention of a third judicial party which ultimately leads to a court case (context: formal and official). The first way of settling disputes corresponds to what scholars of jurisprudence call the pre-litigation phase, while the second way agrees with the litigation phase.⁸⁰⁷

4.3.1.1 Methods of Dispute Settlement According to Legal Anthropologists

Many models have been developed by legal anthropologists to classify and analyse methods of dispute settlement. Nader and Todd and other authors⁸⁰⁸ identify seven strategies to settle a dispute, arranged in ascending order of formality “with recourse to the law as the pinnacle of the process”⁸⁰⁹. They also distinguish three main stages in the disputing process: ‘grievance’, ‘conflict’ and ‘dispute’, which correspond to an escalation of the initial disagreement culminating into the public arena with the involvement of third parties.⁸¹⁰ Nevertheless, the main distinction between ‘conflict’ and ‘dispute’ has not been adopted in this book; instead,

⁸⁰⁶ Barkan, *Law and Society*, p. 93.

⁸⁰⁷ The *Duhaime's Law Dictionary* (online) defines litigation as follows: “A dispute is in ‘litigation’ when it has become the subject of a formal court action or law suit”.

⁸⁰⁸ Nader and Todd, *Disputing Process*; their cross-cultural model of the disputing process is based on two main factors, first the number of active parties involved in the controversy (one disputant, both disputants, the disputants and a third party) and second, the kind of actions they undertake and the result of the process. For more literature on the subject and a detailed and accessible explanation of the methods of dispute settlement viewed from a perspective of legal anthropology, see Barkan, *Law and Society*, p. 96-104.

⁸⁰⁹ Hobson, in: Halpern and Hobson (eds.), *Law, Politics and Society*, p. 200.

⁸¹⁰ Nader and Todd, *Disputing Process*, p. 9-12.

following common practice, both terms are used synonymously and interchangeably to indicate a legal controversy.⁸¹¹

Table 3. The disputing process according to Nader and Todd

Stage	Strategy		What?	Who?
Grievance	1	Lumping it	Ignoring the problem	Unilateral action
	2	Avoidance	Withdrawing from the dispute	Unilateral action
Conflict	3	Coercion	Using force or threat of force	Unilateral action
	4	Negotiation	Reaching agreement by themselves	Both parties
Dispute	5	Mediation	Help in reaching agreement	Mediating 3 rd party
	6	Arbitration	Decision by the arbitrator	Arbitrating 3 rd party
	7	Adjudication	Formal judgement by a court of law	Judicial 3 rd party

By using the strategies 1 through 6, the parties resolve the conflict privately (e.g. by negotiation) or with the help of a mediating or arbitrating third party, but without the intervention of judicial powers, such as a judge. Therefore, these strategies of dispute resolution are sometimes referred to by scholars as ‘personal justice’ or ‘self-help’.⁸¹²

The first three strategies of dispute resolution, that is ‘lumping it’ (e.g. dropping a claim that is not worth the time or money), avoidance (e.g. moving away) and coercion (e.g. threatening with physical violence) involve unilateral action by one of the disputing parties. However, unlike coercion, lumping it and avoidance are considered quite passive methods due to one of the parties taking a wait-and-see approach or giving in to the other party’s demands or walking away from a confrontation.⁸¹³

Through negotiation, disputants are capable of resolving their conflict by reaching a mutually satisfactory agreement by themselves without third party intervention. Conversely, mediation and arbitration involve the intervention, agreed upon by the disputants, of a third, impartial party to help them settle the dispute.⁸¹⁴ The difference between the two interventions is that the disputants agreed beforehand to abide by the decision of the arbitrator (hence the definition ‘binding arbitration’); on the other hand, by using mediation they are free to decline any resolution the mediator may suggest.⁸¹⁵ Usually, mediators draw authority from their social status in the community and their relationship with the disputants,

⁸¹¹ For more on this specific terminology, see Barkan, *Law and Society*, p. 93-94.

⁸¹² Also by Egyptologists, such as Bagnall, *Egypt in Late Antiquity*, p. 168; Manning, *Last Pharaohs*, p. 166.

⁸¹³ For illustrative examples of stages 1-3 of the disputing process, see Barkan, *Law and Society* p. 96-99.

⁸¹⁴ For negotiation, see also the model developed by anthropologist P.H. Gulliver, *Disputes and Negotiations: a Cross-cultural Perspective* (1979). For a particular focus on mediation, see S.E. Merry, in: R.L. Abel (ed.), *The Politics of Informal Justice* (1982) and Greenhouse, *Man* 20 (1985), p. 90-114.

⁸¹⁵ Barkan, *Law and Society*, p. 100 and 102.

their intervention relying therefore on persuasion and informal social pressure.⁸¹⁶ So, they do not impose a decision to determine the outcome of the dispute, but work with the parties in trying to help them communicate and cooperate with the goal of reaching a mutually acceptable compromise, i.e. a so-called win-win solution. Mediators can encourage the parties to work out their differences by using various strategies, for instance by suggesting alternative solutions that they had not previously considered, or by helping them focus on their common, instead of their competitive, interests. Arbitrators, on the contrary, draw authority from their legal status and do have formal legal powers of coercion at their disposal.⁸¹⁷ In fact, after hearing both parties' claims, they conceive their own resolution and decide which party is right and thus wins the dispute. A resolution achieved through arbitration results in a win-lose situation.

The final strategy in the disputing process and the only one that involves invoking the intervention of a judicial third party is adjudication.⁸¹⁸ Unlike an arbitrator, the judge has the authority and power to intervene in the dispute and impose a decision to settle it by using his own discretion, even if not agreed upon beforehand by the disputants. The judge's decision or verdict entails a win-lose outcome, as the judge's task "is not to try to reconcile the parties but to reach a decision about which of them is right".⁸¹⁹ Also, once the process of adjudication has begun, i.e. one of the disputant parties brings a lawsuit against the other one, the latter is not free to decline being sued and refuse adjudication.

In conclusion, some disputes could progress through most strategies before reaching a solution following the trajectory as outlined in the table above. Other disputes, however, may skip or conflate one or more stages and related strategies for instance by starting with negotiation directly or adding an element of negotiation to other methods of dispute settlement. Also, the dispute settlement process can fail at any point and the parties can jump to any of the remaining strategies whereby the dispute can either escalate or de-escalate. The choice of engaging one strategy over the other does not depend only on the object of controversy. Trivial issues are usually resolved privately, while more serious problems (with more at stake) are considered worth taking to court if necessary, but also on the social relationship between the disputing parties and the legal culture of societies.⁸²⁰ As a result, some methods of dispute resolution may be favoured more by the disputants and certain societies and are also more likely to succeed than others. For example, family members,

⁸¹⁶ Nader and Todd, *Disputing Process*, p. 10-11. See also T. Hertel, *Old Assyrian Legal Practices. Law and Dispute in the Ancient Near East* (2013), p. 222.

⁸¹⁷ Hertel, *ibidem*.

⁸¹⁸ Focusing on litigation is the study by L.M. Friedman, 'Litigation and Society', *Annual Review of Sociology* 15 (1989), p. 17-29.

⁸¹⁹ Nader and Todd, *Disputing Process*, p. 11. See also Barkan, *Law and Society*, p. 102.

⁸²⁰ The importance of taking into account not only the object of the controversy, but also the social and cultural context when considering settling disputes has been stressed by Barkan, *Law and Society*, p. 93-94; 104-105.

colleagues or people living in a small community would want their relationship to continue beyond any dispute; therefore, they would favour negotiation and mediation as methods of dispute settlement over arbitration and adjudication to reach a compromise outcome, that is, a win-win situation for both parties. As pointed out by many scholars, the restoration of social relations is “an essential part of the resolution of the dispute”.⁸²¹

4.3.1.2 Methods of Dispute Settlement in Ptolemaic Egypt⁸²²

Preliminary remarks: When we apply the anthropological model of dispute processing presented above to the evidence from Ptolemaic Egypt, two things become apparent (note that most of this evidence consists of legal documents such as petitions, reports of court proceedings and correspondence between officials). First, the pre-adjudication or pre-litigation phase is hardly ever documented in these legal papyri and is therefore difficult to detect. The reason why is that the strategies of for instance negotiation and mediation are private processes of dispute settlement that are sorted out in an informal and unofficial manner, whereas the written legal documents mainly deal with formal and official matters handled in a public arena.⁸²³ On the contrary, adjudication is the most largely documented method of dispute settlement in the written medium since this strategy is formal and official by its very nature, involving recourse to the law and the intervention of a judicial third party. Usually, a conflict between Egyptians becomes apparent to us when disputants call upon the law for instance by filing a petition to the *strategos* (see below); this mostly occurs when they reach the litigation phase and the adjudicative process has begun. However, in keeping with the anthropological observation that actual litigation only represents the tip of the iceberg as well as one side of the coin, most disputes probably did not result in litigation and adjudication but instead were handled and (attempted to be) resolved in other ways, mostly undetectable.⁸²⁴

Second, it is not always clear in which stage of the disputing process the Ptolemaic officials or third parties in general are acting when assisting disputant parties in resolving their conflict, nor which status or precise competences and powers they have to do this, i.e.

⁸²¹ Barkan, *Law and Society*, p. 104-105. He also remarks that conversely, in large societies people do not know each other, or only superficially, and thus when they are involved in a dispute, they do not care about enduring relationships afterwards. Therefore, they care less about compromises as those achieved through negotiation and mediation, and are more likely to favour methods of dispute settling such as arbitration and adjudication. However, the growing complexity, length, not to mention the costs of the adjudicative process may have pushed people living in large societies to also use alternative methods of dispute settlement such as mediation more extensively.

⁸²² A conference about dispute resolution in Graeco-Roman Egypt that has been held in Leuven (29 June-1 July 2016): see in particular Manning, *Pursuing Justice in Ptolemaic Egypt*; K. Vandorpe, *Official Channels of Justice in Ptolemaic Egypt*; M.C.D. Paganini, *Keep It To Yourself: Private Associations and Internal Dispute Resolution* (publication forthcoming).

⁸²³ Cf. Hobson, in: Halpern and Hobson (eds), *Law, Politics and Society*, p. 200, who drew the same conclusions about villages in Roman Egypt.

⁸²⁴ Bagnall, *Egypt in Late Antiquity*, p. 161.

whether they are mediating, arbitrating or actually adjudicating, that is passing real judgement. This is partially because of omissions or gaps in the sources, but also due to the coexistence in Ptolemaic Egypt of several arenas and legal powers,⁸²⁵ at times overlapping, and to the lack of strict boundaries between administrative and legal competences.⁸²⁶

Self-help and 'official channels of justice' in Ptolemaic Egypt: Most evidence, i.e. legal papyri, from Ptolemaic Egypt records disputes that were settled through the official channels of justice. Other sources such as private letters, temple oaths and oracle questions provide a valuable set of data for the study of disputing processes that were dealt more privately and took place 'in the shadow of the law', that is outside the official channels.⁸²⁷ Sometimes petitioners refer to previous attempts to work out differences on their own (for instance by acceptance, coercion or negotiation); mediation or arbitration by officials who try to reconcile the disputing parties, e.g. by imposing a temple oath, are also attested.⁸²⁸ Private associations also favoured internal dispute resolution, among others by swearing a temple oath.⁸²⁹ Parallels from other societies analysed by anthropologists and sociologists render it likely that also in Ptolemaic Egypt people living in small villages, often involved in a conflict with familiar parties, tended to avoid the recourse to outside authority. Instead, they probably preferred to solve their disputes by themselves or by asking a third well-known person, well trusted and considered impartial by both disputants, to mediate and help them reach an agreement.

However, if the mutual troubleshooting failed and the disputants were not able to reach a compromise that satisfied both parties, they could still turn to the authorities (adjudication). Indeed, for many people living in small villages in a relationship of dependency to their adversary in a dispute, resorting to the authorities may have been the only option they had to handle the dispute.⁸³⁰ In the Ptolemaic Period one resorted to the authorities in the form of a written document, usually a petition.⁸³¹ There were no fixed rules to whom disputing parties

⁸²⁵ For legal pluralism in Ptolemaic Egypt, see above, p. 181. As pointed out by Manning, *Last Pharaohs*, p. 169, the Ptolemies "did not impose a Greek legal order on Egypt"; rather, they created a new order, incorporating both new state rules and Egyptian law, and in doing so, they allowed local norms, legal practices and scribal traditions, deeply embedded in Egyptian society, to continue.

⁸²⁶ For example officials such as the village or nome *epistates* who had a certain degree of judicial power by themselves can at times act as mediator in disputes and encourage an agreement between the parties instead of adjudicating the case.

⁸²⁷ Expression used by S. Waebens, *Two Sides of the Same Coin. Dispute Resolution in Graeco-Roman and Late Antique Egypt*, Conference Leuven 29 June -1 July 2016 (publication forthcoming).

⁸²⁸ P. Grenf. I 11; O. Tempeleide 28 (Erbstreit Archive).

⁸²⁹ O. Tempeleide 24; Wilcken Chrest. 110 A.

⁸³⁰ For parties involved in local disputes but appealing to state officials, see the remarks by Manning, *Last Pharaohs*, p. 183-184.

⁸³¹ On petitions in general, see Bauschatz, *Law and Enforcement*, p. 160-217. Most recently, G. Baetens, *Dispute Resolution through Demotic Petitions in Ptolemaic Egypt*, in: *Two Sides of the Same Coin. Dispute Resolution in Graeco-Roman and Late Antique Egypt*, Conference Leuven 29 June -1 July 2016 (publication forthcoming) and idem, *I am Wronged. Petitions and Related Documents from Ptolemaic Egypt (332-30 BC)*, 2017 (PhD, non vidi).

had to address the petition. Parties often chose to err on the side of caution and addressed their petition to an official they knew (for instance a village official) and requested him to sign their petition and to forward it to the appropriate bodies, literally in Greek “*to those for whom it is* (that is: to send this petition)”.⁸³² If parties were more confident about their case, they could also file the petition directly to a government official.

In Ptolemaic Egypt, as said, most officials also had certain judicial powers of their own. Many petitions were therefore directed to the chief official of the district, the *strategos*. One could also choose to have one’s case referred to the supreme authority of the country. A large number of petitions from the Ptolemaic Period was formally addressed to the king, but these petitions rarely reached the Royal Chancellery, let alone the king himself.⁸³³ In most cases, these petitions to the king (*enteuxis*) were also submitted to the *strategos*.⁸³⁴ After a short investigation, the *strategos* could decide to handle the case himself, to delegate it to the *epistates* of the nome or to approach a court, either the Greek *chrematistai* or the Egyptian local courts of priest-judges (*nṣ wptꜣ.w / laokritai*). Usually a Greek official, the *eisagogeus*, assisted and supervised both the Greek and the Egyptian courts; his tasks included introducing the cases, summoning the parties, checking the evidence, delivering court orders and making sure they were complied with.⁸³⁵ After 118 B.C., it was the language of the legal documents upon which the case was based, and not the ethnicity of the parties anymore, that determined whether the case fell under the jurisdiction of the *chrematistai* or the *laokritai* and thus whether Greek or Egyptian law would be applied.

As many scholars have pointed out,⁸³⁶ the Ptolemies as the new pharaohs represented the law but it was the priests-judges – supervised by the *strategos* at first and then by the *eisagogeus*, both representatives of the state – and the village *epistates* along with the village elders at local level who took part in private dispute resolution. Through the state officials (*strategos*, *epistates* of the nome) and the state-facilitated judicial institutions (*laokritai*, *chrematistai*), an important feature of the Ptolemaic legal system and order, the Ptolemies established control over the country but at the same time allowed Greeks and Egyptians to have their conflicts adjudicated by trusted persons from their own community, according to their own customs, legal traditions and in their own language.

⁸³² For the formulary of petitions, see Di Bitonto, *Aegyptus* 48 (1968), p. 56-62.

⁸³³ The king limited his intervention in legal matters of state importance. See Seidl, *Ptolemäische Rechtsgeschichte*, p. 73-74; Lippert, ‘Law Courts’, *UEE* 2012, p. 8.

⁸³⁴ On petitions handled by the *strategos*, see N. Lewis, *Greeks in Ptolemaic Egypt* (1986), p. 56-68.

⁸³⁵ Lippert, ‘Law Courts’, *UEE* 2012, p. 9; Allam, *JEA* 77 (1991), p. 124-125.

⁸³⁶ Manning, *Last Pharaohs*, p. 167-169; 195; 200-201; Lippert, ‘Law Courts’, *UEE* 2012, p. 8-10.

4.3.2 The Position of the Temple Oaths in the Ptolemaic Dispute Settlement Process

We will now investigate at which point of the dispute settlement process and by means of which strategy a temple oath was sworn to solve a conflict in Ptolemaic Egypt. Did this happen while the disputing parties tried to resolve their conflict privately, for instance by negotiation and mediation? Or was the swearing of a temple oath required by an arbitrator or during adjudication?

We will begin with adjudication. As previously pointed out, the use of temple oaths to settle private disputes handled in court is attested by P. Mattha; indeed, many passages of this legal manual mention temple oaths being imposed by the Egyptian priest-judges upon one of the disputants in order to settle all kinds of disputes. The involvement of state officials entrusted with judicial powers, such as the *strategos* and the *epistates* of the nome, in a private dispute resolved through a temple oath is recorded in P. Grenf. I 11. Also, disputant parties at times had to come before the *strategos* and the *epistates* (or their representative) if the oath was refused. We do not know for certain whether these officials only acted in the final enforcement phase or if they were involved in the disputing process from the very beginning.⁸³⁷ Their task was often trying to reconcile the parties and help them reach an agreement (*dialysis*), which seems to fit arbitration better than adjudication.

Regarding the other stages and strategies of dispute settlement, for instance coercion, negotiation and mediation, the evidence is less clear and explicit. The temple oaths themselves do mention the fact that one party could impose the oath upon the other or that both parties agreed upon one of them swearing the oath, which implies an element of coercion and negotiation at the same time.⁸³⁸ In case of resolution by themselves, the parties probably sought the assistance of a professional temple scribe to write the oath-text properly and accurately, his role being more of a facilitator than a mediator in the dispute.⁸³⁹ Also, the lack of sufficient proof to sustain their claims and the at times trivial dispute matters point in the same direction of informal dispute resolution and seem to exclude recourse to the authorities, i.e. adjudication. In addition, according to anthropological models, the fact that most parties lived in small villages, knew each other well or belonged to the same family could suggest negotiation and mediation as favoured methods for handling their disputes. Temple oaths never mention the intervention of a mediator directly; however, it seems plausible to assume that the village *epistates*, the elders of the village or even the trustee, as well-known, reliable and respected people in the community, may also have played the role of mediating third party and helped the disputants reach an agreement by swearing an oath.

⁸³⁷ Cf. Ritner, in: Hoffmann and Thissen (eds), *Fs. Zauzich*, p. 501, who believes that the *strategos* only intervened in the ‘last enforcement phase’ of the disputing process.

⁸³⁸ As in O. Tempeleide 180, O. Turin S. 12685 (for which see Chapter 5, text 5, p. 262-263) and P. Grenf. I 11, for which see Appendix I below (§ 4.5.1).

⁸³⁹ For professional scribes, see above p. 193-194.

In conclusion, temple oaths were taken to settle disputes at several stages of the disputing process and were the result of both formal and informal, private and public strategies, ranging from negotiation to adjudication (see table 4 below). A temple oath could be required by one of the litigants or imposed by a third mediating or adjudicating party. The swearing of the oath took always place in the context of a local temple before the ultimate judge, the tutelary god of the truth of the oath.

Table 4. Temple oaths in the dispute settlement process in Ptolemaic Egypt

	1		2		3		4
A	DISPUTE	→	RESOLUTION BY THEMSELVES	→		→	
			↓				
			NEGOTIATION Facilitator: professional scribe		FOLLOW UP Oath-taking at the temple		DISPUTE SETTLEMENT
	↓						
B	NO RESOLUTION BY THEMSELVES	→	MEDIATION Mediator: 3 rd party: trustee? Facilitator: professional scribe	→	FOLLOW UP Oath-taking at the temple	→	DISPUTE SETTLEMENT
			ARBITRATION Arbitrator: village <i>epistates</i>		FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>epistates</i>)		DISPUTE SETTLEMENT (<i>dialysis</i>)
		→		→		→	
	↓						
	ADJUDICATION						
	↓						
C	PETITION	→	NOT SENT	→	-----	→	DISPUTE NOT SETTLED [Back to A1: dispute]
	↓						
D	SENT	→	REFUSED	→		→	DISPUTE NOT SETTLED [Back to A1: dispute]
	<i>Strategos</i>						
	↓						
E	IN PROCESS	→	JUDGEMENT	→	FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>strategos</i>)	→	DISPUTE SETTLEMENT
	↓						
F	TRANSFERRED	→		→		→	
	<i>Epistates</i> (nome or village)		DIALYSIS JUDGEMENT (?)		FOLLOW UP Oath-taking at the temple (oath refused: oath-taker to the <i>epistates</i>)		DISPUTE SETTLEMENT
	<i>Laokritai</i> <i>Chrematistai</i>	→	JUDGEMENT	→	FOLLOW UP Oath-taking at the temple	→	DISPUTE SETTLEMENT

4.4 CHAPTER SUMMARY

The Procedure Before the Oath-Taking at the Temple (Phase 1, stages A+B)

Several legal authorities at various levels of officialdom may take part in the resolution of disputes settled by swearing a temple oath, which is very much in keeping with Ptolemaic legal pluralism. Among them we can list a judicial authority such as the local priest-judges (*n3 wpt.w* alias *laokritai*) and civil officials such as the provincial governor (the *strategos*), and the chief official or superintendent in towns or villages (the *epistates*). A number of these authorities held office, permanently or temporarily, in the temple area, specifically on the *dromos* and at the gate of the temple. The judges in particular (but also officials assigned judicial tasks, along with professional scribes) must have had collections of rules at their disposal, that is legal codes or manuals such as for instance P. Mattha. These collections of legal cases and procedures served as an aid for the authorities to decide disputes, often settled by swearing a temple oath, of which templates were provided.

The disputing parties could also reach an agreement between themselves, or with the assistance of a neutral third party acting as a mediator, and independently approach professional temple scribes who offered their services in the forecourts of the temple. These scribes were familiar with the law, well trained in formulating legal documents, and perhaps some were even specialized in oaths (for which there were templates), thus being able to appropriately formulate oath-texts on demand. Hence, a decisory temple oath could be imposed upon one of the litigants, usually the defendant, either by a legal authority or by his opponent in the dispute. Both parties may also agree to resolve their dispute by one of them swearing an oath. Either way, the oath was binding and conclusive of the dispute matter.

Once the oath-text had been put in writing, the ostrakon bearing the oath formula could be given to a third party (the trustee or ὁρκωμότης), whose name was recorded in the oath formulae, or, more rarely, it would be entrusted to the disputants themselves. The trustee, either an influential person in the community or an assistant of the legal authority, was apparently called upon when the parties, mostly women, were unable to read the oath-text themselves, and/or when the actual oath swearing took place in a temple located in a different village. The disputants who occasionally acted as trustee were probably literate themselves; on these occasions the oath was taken the same day it was recorded and possibly in the same location.

The Procedure of the Oath-Taking at the Temple (Phase 2, stages C+D)

The same day the oath had been recorded on the ostrakon or some days later, the litigants went to the designated temple to swear the oath. Two scenarios are possible: this temple was located in the place of origin of the litigants or in another town or village, for example due to personal preference for a specific deity.

The specific location for oath swearing at the temple was usually the *dromos* or the temple gate, on occasion known as *Rwt-dj.t-M3̄.t*, a ‘Gate-of-giving-justice’ (e.g. in Karnak and Koptos), both known as places where legal documents were drawn up and where justice was administered by priest-judges and occasionally also by officials such as the *strategos*.

There the oath-taker, usually the defendant, most likely swore the oath facing the reliefs and inscriptions of the monumental temple gate – which emphasized the role of the residing god as a judge worshipping *Ma’at* and avenger of lies – being very aware of the gods listening to his statement. During the oath-taking ceremony, the swearer was surrounded by bystanders (relatives, on occasion acting as oath-helpers), assistants (the trustee or ὀρκωμοτής; a priest – *p3 wꜥb*) and authorities linked to the temple (the temple *epistates* or the *lesonis*). Perhaps, on occasion, even a legal authority (the village *epistates*?), or a delegated representative (*p3 rd*) or an attendant (*p3 šms*) was present, witnessing or supervising the performance of the oath. It is not clear if the priest-judges who held court at the temple gate only imposed the oath upon one of the parties or were also actually present during the oath-taking ceremony at the temple gate as well.

The oath-taker pronounced the oath-text himself reading it from the written text or repeated it after a third party (one of the assistants?) read it aloud or whispered it into his ears; mostly, he probably just confirmed it by saying the words ‘*this is a true oath*’. He could also refuse to swear the oath. Either way the dispute was settled. At times, additional oaths were sworn: the so-called subsidiary oath by the oath-helpers or a suppletory or estimatory oath by the plaintiff if the defendant refused to take his oath and thus admitted being guilty. In only one case a symbolic act performed by the oath-taker during the swearing of the oath is attested, probably strictly connected with the contents and the circumstances of that specific oath. Occasionally and only in oaths from Pathyris, the outcome of the oath-taking at the temple was added onto the ostrakon by a priest, mostly *p3 wꜥb* (scribe 2), linked to the temple where the oath was performed, a different person from the scribe of the oath-text (scribe 1).

The Procedure After the Oath-Taking at the Temple (Phase 3, stages E+F)

After the oath-taking at the temple, the dispute was settled and the parties had to deal with the legal consequences of swearing the oath (or not). For this they probably went back to the place and to the person where the oath had been imposed and drafted in the first place. This could be the office of the judges, an official or a professional scribe, depending on the proceeding followed, probably located in or close to the local temple, i.e. in the town or village where the parties lived.

There, the scribe of the oath (scribe 1) or another scribe (scribe 3) most likely wrote the documents needed to close the case, such as a quitclaim by the losing party or an estimatory oath by the plaintiff to further specify what he was entitled to after the defendant's refusal to swear the oath, which was equivalent to an admission of guilt. This scribe may also have copied the oath onto papyrus (type C), especially when dealing with immovables, for the winning party to keep in his family archive as a proof of title. If no copy of the oath on papyrus was needed, the ostraca simply bearing the oath-text (type A) or those with an added postscript (type B) were either handed over to the winning party to take home or stored in a temple or public archive, or thrown away.

Occasionally, the oath-taker who had declined to swear the oath had to go and see a particular legal authority (such as the *strategos* or the *epistates*, or their representatives) whose task was to establish the penalty for refusing the oath and ensured that the legal consequences of this refusal were fulfilled. This authority may not only have acted in the final 'enforcement' stage of the oath procedure but could have played a role in its earlier stages as well, maybe in helping arrange an agreement between the parties that culminated into swearing a temple oath.

The following table provides an overview of the involvement and kind of intervention of legal authorities and (mediating or assisting) third parties in the several stages of the procedure underlying the swearing of a temple oath:

Table 5. Involvement or intervention of authorities and third persons in the oath procedure

Authority/3 rd person	Stage oath procedure	Involvement / Intervention	Sources
Judges (<i>wṗṗṗ.w / laokritai</i>)	Stage A	summon disputing parties and impose the oath	P. Mattha
	Stage C	are present in the place where the oath is sworn	P. Mattha
<i>Strategos</i> (<i>στρατηγός / srtjḳws</i>)	Stage A	receives a petition filed by one party; transfers the case to the <i>epistates</i> (ὕπογραφή); may help the parties reach an agreement and impose the oath	P. Grenf. I 11; temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
<i>Epistates</i> (<i>ἐπίστατης / ʒpjtts</i>)	Stage A	summons and interrogates the parties based upon the ὑπογραφή by the <i>strategos</i> ; may help the parties reach an agreement and impose the oath	P. Grenf. I 11; temple oaths
	Stage B	formulates and writes the oath-text himself (or the writing happens in his presence)	P. Grenf. I 11; temple oaths
	Stage B – C	entrusts the oath (ostrakon) to the ὀρκωμότης	P. Grenf. I 11
	Stage C	is present at the oath-taking at the temple	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Lesonis (<i>mr-šn</i>)	Stage C	is present at the oath-taking at the temple	temple oaths
	Stage D	adds a postscript (outcome of the oath-taking)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Representative (<i>rd</i>)	Stage B – C	is entrusted with the oath on ostrakon (trustee)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Attendant (<i>šms</i>)	Stage B – C	is entrusted with the oath on ostrakon (trustee)	temple oaths
	Stage E	intervenes if attestant refuses to swear the oath	temple oaths
Priest who has access (<i>pʒ wḳb ntj ʕḳ</i>)	Stages C and D (scribe 2)	is present at and assists the oath-taking (may read the oath-text aloud); notes the outcome of it in a postscript	temple oaths
Professional scribe	Stages A – B (scribe 1)	formulates and writes the oath-text upon request of the parties or an authority	temple oaths
	Stage E (scribe 3)	writes the <i>šḥ n wj</i> , a quitclaim, the estimatory oath and other final documents	temple oaths
	Stage F (scribe 3)	copies the oath-text onto papyrus	temple oaths
Trustee / ὀρκωμότης	Stage A	may help the parties reach an agreement [neutral 3 rd party; mediator]	temple oaths
	Stage B – C	is entrusted with the oath on ostrakon and accompanies the parties to the temple	temple oaths; P. Grenf. I 11
	Stage C	assists the parties at the oath-taking; may read the oath-text aloud	temple oaths; P. Grenf. I 11
	Stage E	may accompany the parties back to the office of the scribe of the oath or the authorities	temple oaths

4.5 APPENDICES

4.5.1 APPENDIX 1: P. GRENF. I 11 (= M. CHR. 32)

Status and layout of the document

Inventory nr: P. Lond. III 606 (see also P. Heid. Gr. 1277, double to col. II, 12-22 and P. Heid. Gr. 1288, double to col. I, 8-23)⁸⁴⁰

Description: The text is written in two columns (I, 1-33 and II, 1-29) on the recto of a papyrus and has survived in a fragmentary state: many gaps occur, especially in col. I, of which the beginning and end are missing.

Language: Greek

Provenance and dating: Pathyris, after 27 August 181 B.C.⁸⁴¹

Publications: P. Grenf. I 11 was first published by Grenfell in 1896 and re-edited by Mitteis in 1912;⁸⁴² in 1948 Peremans and Van 't Dack provided a new edition of the text.⁸⁴³ Since then several scholars have dealt with this text; among them Skeat⁸⁴⁴ and most recently Helms in two different articles.⁸⁴⁵ For corrections and additions, see the *Berichtigungsliste der Griechischen Papyrusurkunden aus Ägypten*: B.L. 1, p. 178-179; B.L. 2.2, p. 71; B.L. 3, p. 69; B.L. 4, p. 34; B.L. 6, p. 45; B.L. 7, p. 62; B.L. 8, p. 140; B.L. 9, p. 95.

Contents: P. Grenf. I 11 is a copy of a dossier of Greek documents dealing with a dispute about a plot of land in Pathyris. The dispute consists of two phases: it starts with a disagreement between two men, Panas and his neighbour Thotortaios, concerning the land's boundaries (dispute 1) and then it continues involving the same Panas and another opponent, possibly relatives of Thotortaios or new neighbours (dispute 2).⁸⁴⁶

The initial conflict between Panas and Thotortaios, which is the one of interest here, was settled by a decisory oath taken by Panas after Thotortaios had filed a petition against him. The two main authorities involved in the case are Daimachos and Pechytes, to be identified with the *strategos* and the *epistates* of the nome respectively.⁸⁴⁷

⁸⁴⁰ For the fragments held in Heidelberg see Seider, *Paläographie* 3.1, p. 391 and 393.

⁸⁴¹ For the dating of this papyrus see Skeat, *JEA* 59 (1973), p. 169-170.

⁸⁴² B.P. Grenfell, *Greek Papyri* (1869); L. Mitteis, *Grundzüge und Chrestomatie der Papyrskunde* (1912), nr. 32.

⁸⁴³ Peremans and Van 't Dack, *RIDA* 1 (1948), p. 163-172.

⁸⁴⁴ Skeat, *JEA* 59 (1973), p. 169-170.

⁸⁴⁵ Helms, in: Allam (ed.), *Grund und Boden*, p. 327-340, with references to earlier literature (p. 328 and notes 3-5) and idem, in: Verdier (ed.), *Serment I* (1991), p. 137-153, especially p. 146 ff.

⁸⁴⁶ Unfortunately, the names of the opponents of Panas and the precise reason for the conflict in this case are mostly in a lacuna.

⁸⁴⁷ As already suggested by Peremans and Van 't Dack, *RIDA* 1 (1948), p. 166-169 and 172. It is not surprising that when corresponding with each other as colleagues Pechytes and Daimachos only use their names and not their official titles. The title '*strategos*' had probably been mentioned in the heading of the petition sent by Panas to Daimachos, but that part of the text is unfortunately missing on the papyrus. However, a *strategos* Daimachos is attested in other documents from the region (Thebaid and Pathyrite) and from about the same period: see for example SB V 8033 (Diospolis = Thebes East, 182-181 B.C.), a petition to Daimachos, the *strategos* in the Thebaid and the Pathyrite; and BGU X 1907 (Upper Egypt, 177 B.C.), also a petition to the *strategos*. Of Pechytes there are no further attestations: based on P. Grenf. I 11, col. I, 8: [Πεχύτ]η [ἐν τ]ῷ Παθου[ίτη] we assume that he was based in the Pathyrite nome, of which he was probably superintendent.

Texts: The papyrus consists of three texts drawn up consecutively (the lacunae in the papyrus are indicated by square brackets):

- 1) The petition in the form of a ὑπόμνημα ‘memorandum’ by Panas to the *strategos* Daimachos (col. I, 1-33 and col. II, 1-5) is laid out as follows:
 - [Protocol/heading: to the *strategos* Daimachos (I, 1-4)]
 - *Status quaestionis* and resume of previous facts concerning the dispute between Panas and Thotortaios (dispute 1) settled by a temple oath taken by Panas (I, 4-21).
 - Reason for Panas’ petition: [at some point something has gone awry] and a new dispute arises (dispute 2), this time between Panas and another opponent Thotortaios (I, 21-32).
- 2) Attachment: the letter (ἐπιστολή) by the *epistates* Pechytes to his chief, the *strategos* Daimachos (II, 6-22):

At the time of the dispute between Panas and Thotortaios (dispute 1) Pechytes reports to his superior how he handled and helped the parties to settle their dispute through a temple oath.

- 3) Final decision by Daimachos responding to Panas’ petition (II, 23-29):

Panas is confirmed to be the rightful owner of the plot of land and also wins dispute 2. This decision is based on the attachments (ἐπιστολή by Pechytes to Daimachos), the διεξαγωγή ‘settlement’ of the dispute (dispute 2) in front of the *oikonomos* (document mentioned in II, 24 but not preserved) and the oath that Panas had sworn in the previous conflict with Thotortaios (oath-text not preserved, but not part of this dossier).

Table a. P. Grenf. I 11: Chronological Reconstruction of Dispute 1⁸⁴⁸

	<u>Dispute 1</u> (between Panas and Thotortaios) Chronological reconstruction	<u>P. Grenf. I 11</u> Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
1.	<u>Thotortaios files a petition against Panas and delivers it to Daimachos (the <i>strategos</i>)</u> concerning measurements (see also nr. 7 below) of a grain field presumably bought by Panas from the royal fiscus	II, 13: Θοτορταῖος ὁ ἐγκαλῶν τῷ Πανᾷ 'Thotortaios ... who brought a claim against Panas' II, 6-7: τὸ ἐπιδοθέν σοι ὑπόμνημα κατὰ Πανᾶτος 'the petition against Panas delivered to you (Daimachos)' I, 6-7: [ἐπέδωκάν σοι ἄλλο ὑπόμνημα κατ' ἐμοῦ ἐπιβαλόντι [ἐπὶ τοῦ]ς τοπ[ους] 'they (Thotortaios' people) delivered another petition against me (Panas) to you (Daimachos)] when visited the district' II, 7: περὶ γῆς σιτοφόρου 'about the grain field' II, 13-14: περὶ τῆς γῆς 'about the land' I, 16 and II, 15: τὰ ὅρια εἶναι ... '(that) the boundaries are ...' II, 29: ἦν ἐώνητο ἐκ τοῦ βασιλικοῦ [...] '(the land) which he (Panas) bought from the royal [...]'
2.	<u>Daimachos forwards the petition to Pechytes (the <i>epistates</i>) provided with a ὑπογραφή ('subscription')</u> with the request to interrogate the parties and report his decisions to Daimachos	II, 7: ὑφ' ὃ ὑπεγεγράφεις 'under which (i.e. the petition) you (Daimachos) had added a subscription' I, 7-8: ἐχηρμάτισας [Πεχύτ]ηι τῷ [ι ἐν τ]ῷ Παθυρ[ίτηι] 'you (Daimachos) had instructed Pechytes in the Pathyrite' II, 8: διακοῦσαι αὐτῶν 'to hear them (Panas and Thotortaios) out' I, 8-9: διακούσαντα [αὐτῶν] '(that) he (Pechytes) must hear them (Panas and Thotortaios) out' II, 8: προσανεγκεῖν τὰ συγκεκριμένα 'to report the (i.e. Pechytes') decisions' I, 9: [ἀ]νεγ[κεῖν] ἐπὶ σὲ τ[ὰ] συγκεκριμένα 'to report the (i.e. Pechytes') decisions to you (Daimachos)'
3.	<u>Panas and Thotortaios are summoned by Pechytes to a hearing in Krokodilopolis</u> the hearing panel consists of: Pechytes himself, the <i>phourarchos</i> (head of a garrison), the <i>hyperetes</i> (helper), the <i>archiphylakites</i> (chief of police), two persons mentioned by name (no title) and many others (officials?)	II, 9: καταστάντων ἐγ Κροκοδίλων πόλει 'summoned (i.e. Panas and Thotortaios) to Krokodilopolis' I, 11: κ[ατασ]τάντας [ἐν Κ]ροκοδίλων [πόλ]ει 'summoned (i.e. Panas and Thotortaios) to Krokodilopolis' II, 10-12 and I, 12-14: συναρόντος 'while there were present' Δημητρίου τοῦ φρουράρχου 'Demetrios the phourarchos' Ἀσκληπιάδου ὑπηρέτου 'Asclepiades the hyperetes' Πολιάνθου 'Polianthes' Ψεμμίνιος τοῦ Πατοῦτος 'Psemmínis, son of Patous' Ἑρμοκράτους τοῦ ἀρχιφυλακίτου 'Ermocrates, the archiphylakites' καὶ ἄλλων πλειόνων (II, 12) 'and many others'

The reconstruction is based on the evidence provided by the three texts in the dossier (see previous page). The evidence of texts 1 (petition Panas) and 2 (letter by Pechytes) is for the most part comparable, while differences between the two texts or additional information in one of them indicated in the table. The shorter text 3 (Daimachos' decision) provides useful additional information on certain stages in the procedure.

Table a. P. Grenf. I 11

– continued (2)

	Dispute 1 (between Panas and Thotortaios) Chronological reconstruction	P. Grenf. I 11 Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
4.	<u>Thotortaios imposes an oath on Panas to be taken at the Kroneion</u> both parties agree upon settling the dispute by taking an oath	II, 13-15: προεβάλετο Θοτορταῖος Ἀρπαήσιος --- τῷ Πανᾷ ὁμόσαι ἐπὶ τοῦ Κρυνεῖου <i>Thotortaios, son of Arpaesis, imposed on Panas to swear an oath at the Kroneion</i> I, 14-16: π[ροβ]αλέσθαι μοι τοὺς περὶ [τὸν Θοτ]ορταῖον --- [ὁμόσαι ἐ]πὶ τοῦ Κ[ρυν]εῖου <i>the people around Thotortaios imposed on me (Panas) to swear an oath at the Kroneion</i> II, 25: τὸν [προβλ]ηθέντα τῷ Π[αν]αὶ ἐξ εὐδοκούντων ὅρκον <i>the oath imposed upon Panas by mutual consent (lit. on the ground of (both parties) approving)</i>
5.	<u>Panas and Thotortaios are sent to the Kroneion accompanied by the trustee (ὀρκωμότης) Thotsytes carrying the oath written by Pechytes</u>	II, 16-18: συναπεστείλαμεν αὐτοῖς ὀρκωμότη[ν] Θοτσύτην Θοτορταίου ᾧ καὶ γράψαντες τὸν ὅρκον ἐδώκαμεν <i>we (Pechytes and the panel) sent along with them (Panas and Thotortaios) the ὀρκωμότης Thotsytes, son of Thotortaios, to whom we also entrusted the oath after putting it in writing</i>
6.	<u>Panas swears the oath</u> after taking a handful of soil from the field's boundaries in the presence of: the local elders (i.e. the elderly residents or temple elders), the representative of the <i>komogrammateus</i> and the people belonging to Horos (role of the latter is unknown)	II, 18: τοῦ δὲ Πανᾶτος ὁμόσαντος <i>after Panas had sworn the oath</i> I, 17-18: [ὁ]μο[σαντος] δέ μου τὸν ὅρκον <i>after I (Panas) had sworn the oath</i> II, 14: δραξάμενον τῆς γῆς ἀπὸ τῶν ὁρίων <i>after grasping an handful of soil from the boundaries</i> I, 15: [συ]γλαβόντα [γῆ]ν ἀπὸ τῶν ὁρίων <i>after seizing some soil from the boundaries</i> II, 26-28: [σ]υνπαρόντων <i>while there were present</i> [τ]ῶν τε ἀπὸ τοῦ [τόπο]υ πρεσβυτέρω[ν] <i>the local elders</i> [κ]αὶ Φίβιος τοῦ π[α]ρὰ τοῦ κωμογρ(αμματέως) <i>and Phibis, the representative of the komogrammateus</i> καὶ τῶν [πε]ρὶ τὸν Ὁρον <i>and the people around Horos</i>
7.	<u>The boundaries of the plot of land are determined by mutual agreement</u> in the presence of the local elders	II, 18-19: ὅρια ἔβαλον ἐξ εὐδοκ[ο]ούντων <i>they established the boundaries by mutual consent</i> I, 18: ὅρια ἐβ[λ]ήθη ἐξ εὐδ[οκ]οούντων <i>the boundaries were established by mutual consent</i> [παρόντ]ων τῶ[ν] ἀπ[ὸ] τοῦ τόπ[ου] πρεσβυτέρω[ν] <i>while the local elders were present</i>

Table a. P. Grenf. I 11

– continued (3)

	Dispute 1 (between Panas and Thotortaios) Chronological reconstruction	P. Grenf. I 11 Legenda: col. I, 1-33 and col. II, 1-5: Panas' recollection of the facts (I = Panas; you = Daimachos) col. II, 6-22: Pechytes' report of the facts (I or we = Pechytes; you = Daimachos); col. II, 23-29: final decision by Daimachos (I = Daimachos)
8.	<u>The dispute is settled and Thotortaios writes a cession for Panas</u> to prevent any future claims	II, 19: ἀποστασίου ἐγράψατο τῶι Πανᾷ 'he (Thotortaios) wrote a quitclaim for Panas' I, 20: [ἐγράψαν]τό μοι ἀ[ποστ]ασίου 'they (Thotortaios' people) wrote a quitclaim for me (Panas)' II, 19-20: μὴ ἐπελεύσεσθαι, μηδ' ἄλλον μηθένα τῶν παρ' αὐτοῦ 'so that neither he (Thotortaios) nor anyone else of his people will proceed against (me, i.e. Panas)' I, 20-21: μή[τε] ἑαυτοὺς ἐπ[ελε]ύσεσθαι [μήτε ἄλ]λον μη[δένα] παρ' αὐτῶν 'so that neither they (Thotortaios' people) nor anyone else among them will proceed against (me, i.e. Panas)'
9.	<u>Epeiph 25 year 24: Pechytes writes a report to Daimachos</u>	II, 20-22: ἵνα οὖν εἰδῆς γεγράφα[με]ν σοί. ἔρρωσο. κδ (ἔτους) Ἐπεῖφ κε. 'We (i.e. Pechytes) have written to you to inform you (Daimachos). Greetings. Year 24 Epeiph 25.'
10	<u>The oath taken by Panas in dispute 1 still stands as evidence for Daimachos'</u> <u>final decision (about dispute 2)</u>	II, 23-29: καταν[οὖν]τες --- καὶ τὸν [προβλ]ηθέντα τῶι Π[αν]ᾷ ἐξ εὐδοκούντων ὄρκον ἐπιτ[ετελεσμ]ένον ὑπ' αὐ[τοῦ] --- ἐφα[ίνε]το τὸν Πανᾶ[ν] κυρίως ἔχειν τὴν γῆν 'taking into consideration ... and (that) the oath imposed upon Panas by mutual consent was accomplished by him ... it appeared that Panas rightfully owns the land'.

4.5.2 APPENDIX 2: OATHS IN P. MATTHA (= THE LEGAL MANUAL OF HERMOPOLIS)

Status and layout of the document

Inventory nr: P. Cairo JE 89127-89130-89137-89143

Description: The text is written in ten columns on the recto of a papyrus scroll of 2 m in length and 35 cm in height. The papyrus has survived in a fragmentary state: the beginning of col. I, the end of col. X and at least one column between col. V and VI are missing. On the verso is a mathematical text.⁸⁴⁹

Language: Demotic; two fragments of a Greek version have survived Greek (P. Oxy. XLVI 3285).⁸⁵⁰

Provenance and dating: Discovered in 1938-39 at Hermopolis Magna (Ashmunein) in Upper Egypt in a partially broken jar in the remains of a ruined building. On the basis of palaeography of the text on the recto dated to the early Ptolemaic period (3rd century B.C., usually to reign of Ptolemy II). Internal evidence seems to indicate that the origin of some parts of the original text has to be dated back to the Saite period (664-526 B.C.) or earlier (to the eighth century). Moreover, Roman copies (in Greek, see above) attest the use of this manual up to the 2nd century A.D. Copies of a didactic commentary on P. Mattha may have survived in P. Berlin P 23757 (Akhmim, late 3rd century B.C.) and the so-called *Tebtunis Legal Book* (Late Ptolemaic/Early Roman).⁸⁵¹

Publications: First published in 1975 by Mattha and Hughes.⁸⁵² Shortly after Grunert's translation (1982),⁸⁵³ many passages of this text were re-published by Pestman (1983; 1984; 1985);⁸⁵⁴ an updated edition combining the readings of Mattha-Hughes, Pestman and Malinine (unpublished manuscript) has been provided by Donker van Heel (1990);⁸⁵⁵ the most recent translation is by Stadler (2004).⁸⁵⁶ For a list of corrections, see the *Berichtigungsliste of Demotic Documents Papyrus Editions* (2009), p. 278-284.

⁸⁴⁹ Published by R.A. Parker, *Demotic Mathematical Papyri* (1972) and dated to the third century B.C.

⁸⁵⁰ On the Greek passages see Pestman, in: Pestman (ed.), *Textes et études de papyrologie grecque, démotique et copte*, p. 116-143.

⁸⁵¹ On P. Berlin 23757, see Lippert, *Demotisches juristisches Lehrbuch*. Note that p. 153-159 of this study also provide a summary of the discussion on the nature and dating of P. Mattha, with updated literature. On the *Tebtunis Legal Book* (P. Carlsberg 301+P. Florence) see M. Chaveau, *P. Carlsberg 301: Le manuel juridique de Tebtynis*, in *The Carlsberg Papyri I* (1991), p. 103-127.

⁸⁵² Mattha and Hughes, *Legal Code*.

⁸⁵³ S. Grunert, *Der Kodex Hermopolis* (1982).

⁸⁵⁴ Pestman, *JESHO* 26 (1983), p. 12-21; idem, *Enchoria* 12 (1984), p. 33-42; idem, in: Pestman (ed.), *Textes et études de papyrologie grecque, démotique et copte*, p. 116-143.

⁸⁵⁵ Donker van Heel, *Legal Manual*, with earlier bibliographical references.

⁸⁵⁶ M.A. Stadler, in: B. Janowski and G. Wilhelm *Texte aus der Umwelt des Alten Testaments I* (2004), p. 185-207.

Nature of the text: Since its discovery and publication, P. Mattha, formerly known as the Codex Hermopolis,⁸⁵⁷ has been given a lot of attention by scholars, especially Demotists and legal historians, who have vigorously debated about the nature of the text, whether it must be considered as a law code similar to those well known in the Near East such as the Codex Hammurapi (Lippert),⁸⁵⁸ or merely a legal commentary on exceptional rules (Seidl),⁸⁵⁹ or a legal manual (Pestman)⁸⁶⁰ or a case-book (Mélèze-Modrzejewski and Johnson).⁸⁶¹

Contents: The content of P. Mattha can be subdivided into four sections: 1. Col I, 1 – Col. IV, 6: the lease of arable land and buildings (among which houses, but also enterprises such as a clothery, a brewery, an emporium); 2. Col. IV, 6 – Col. V, 31: the annuity or maintenance of a woman (i.e. food and clothing), with a long subsection on litigation over unpaid annuity; 3. Col. VI, 1 – VIII, 29: miscellaneous subject matters among which asserting rightful title, for example on a house; using force against someone else's property; obstructing others from building on a private property; litigation between neighbours; 4. Col. VIII, 30 – Col. X, 30): inheritance, in particular the rights of the eldest son.

Moreover, P. Mattha contains templates of various documents, for example lease documents (col. II, 27 – col. III, 1); annuity contracts (col. IV, 6-9); receipts (col. IV, 1-2; 30-31) and oaths (col. IV, 32 – V, 1; col. IX, 7-8).

Layout: The text of P. Mattha is divided into chapters, some of which are introduced by a heading (col. II, 23: '*Lease law*' or col. IV, 6: '*Annuity Law*'). These chapters are subdivided into paragraphs, the beginning of which may be marked (by blank spaces or line breaks). The structure of the rules is largely the same: description of the situation consisting of a main clause (tenses: future III or *hꜣr sdm=f* the latter expressing normal or habitual actions) followed by one or more hypothetical cases arranged in a conditional clause, i.e. protasis and a consequence clause, i.e. apodosis (tenses: future III or *hꜣr sdm=f* for which see above) outlining the legal consequences for the disputing parties and the legal actions to be taken by the judges.

⁸⁵⁷ P. Mattha was initially called Codex Hermopolis (intended as a part of a 'great code' that had yet to be discovered) by Mattha and Hughes, *Legal Code*, *passim*.

⁸⁵⁸ Lippert, *Demotisches juristisches Lehrbuch*, p. 153-159; eadem, 'Law, Definitions and Codifications', *UEE* 2012, p. 1-12. According to Lippert not only the laws described in the Ptolemaic P. Mattha are to be dated back to the Saite period (or even earlier) but she also strongly believes that this document was the result of a codification of law in the Saite and Persian Period (Darius I).

⁸⁵⁹ Seidl, *ZSS.RA* 96 (1979), p. 17-30, esp. p. 22-27.

⁸⁶⁰ Pestman, *JESHO* 26 (1983), p. 15-16. See also Allam, *CdÉ* 61 (1986), p. 50-75.

⁸⁶¹ Mélèze-Modrzejewski, in: Geller and Maehler (eds), *Legal Documents in the Hellenistic World*, p. 1-19, especially p. 1-8 and Johnson, in: Capel and Markoe (eds), *Mistress of the House, Mistress of Heaven*, p. 175-186, esp. 177. Contra S. Lippert, in: R.S. Bagnall et al (eds), *Encyclopedia of Ancient History* I (2012): these laws "are not 'case-laws' originating from actual precedents but devised through jurisprudential thought, as demonstrated by the flowchart-like structure of some of the laws, for example, on marriage settlement".

The oaths mentioned in P. Mattha are temple oaths: main arguments

Although the oaths mentioned in P. Mattha are not specified, they can be identified with temple oaths on the following grounds:

1) Use and functions: the use and functions of the oaths in P. Mattha agree with those of the temple oaths: they are used in private disputes dealing with debts, often related to the lease of land and buildings (col. I, 16; III, 10; IV, 5-6), the sale of a house (col. VII, 4; 6) or resulting from unpaid annuity/maintenance (col. IV, 18-19; V, 9-10); moreover, oaths in P. Mattha concern disputes about rightful title to private property (col. VI, 2-3), litigation about construction work on houses (col. VII, 21-23; 30-31), often between neighbours (col. VIII, 25-26); and finally inheritance issues (col. IX, 6-8; 17-19; 24-25). All the oaths in P. Mattha are decisory oaths used to settle a dispute, especially when the parties did not have any proof to sustain their claims.⁸⁶² In many passages of P. Mattha it is explicitly stated that one of the parties has to give proof or take an oath (see col. IV, 32-33; VII, 13-14; VIII, 22-24).

2) Formulary: templates of oaths in P. Mattha are very similar to the actual formulae of temple oaths, so they must have been model oaths for them. These templates are introduced by the word *h.t* 'wording' or 'text' (see Chapter 3, p. 107-109), which in P. Mattha indicate the 'pattern' or 'the model' of the following oath-text (col. IV, 32 – V, 1; IX, 6-8).⁸⁶³ Not only the formulation of the wording, but also of the consequences of taking or refusing to take the oath bears much resemblance to the temple oaths (especially the construction with protasis and apodosis, for which see Chapter 3, p. 134).

3) Oaths by the defendant or plaintiff: oaths in P. Mattha are often imposed on the defendant ('*the one against whom suit is brought*') as it is mostly the case with temple oaths. The few oaths in P. Mattha that are sworn by the plaintiff are so-called estimatory oaths (see for instance col. VII, 24). Specimens of estimatory oaths are known among the surviving temple oaths (for which see Chapter 3, p. 44). In P. Mattha there is also an example of an estimatory oath by the defendant (col. III, 8).

4) Oaths before the Egyptian priest-judges: the oaths mentioned in P. Mattha are required in disputes brought before the *wpt.w/laokritai*, i.e. the judges of the native population (most parties in the temple oaths are Egyptians), who held court in the temple forecourts, more specifically at the gate, the very same place where temple oaths were sworn.

⁸⁶² For an overview of oaths and related disputes in P. Mattha, see table b below.

⁸⁶³ On other oaths in P. Mattha which resemble the formula of temple oaths, see also P. Mattha, col. IV, 5-6; 14-19; col. V, 9-10 etc.

Table b. Oaths and disputes in P. Mattha (= the Legal Manual of Hermopolis)⁸⁶⁴

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Lease of arable land: Disputes between lessor and lessee	I, 16: <u>Payment of a debt concerning the lease of a corn field:</u> The lessee (A) acknowledges his debt to the lessor (B), but says he is not able to pay it. He has to take an oath to confirm this.	I, 16: [<u>iw=f dd iw mn</u>] mtw=j r dj.t n=f iw=w (r) dj.t ir=f ʕnh [<u>If he (A) says</u>]: “I have [nothing] to give him (B)”, <u>he (A) will be required to take an oath.</u> ⁸⁶⁵
	I, 17-18: <u>Payment of a debt concerning the lease of a corn field:</u> The lessee (A) states that he has already paid the lessor (B) for it and has to take an oath to confirm this.	I, 17-18: iw=w (r) dj.t ir p3 rmt i.ir sk3 n3 ʕh.w ʕnh [n3 ... ntj] iw=k smj r.hr=j r-dbjt=w dj=j s.t n=k [] the man who tilled the fields <u>will be required to take an oath</u> : [“The ...] because of [which] you (B) bring suit against me (A), I gave them to you”.
	I, 19: <u>Payment of a debt concerning the lease of a corn field:</u> The lessor (B) has to declare under oath that he did not bring suit against the lessee (A) before.	I, 19: i.ir=w dj.t ʕrk=f hpr bn-pw=f smj r.r=f [] <u>he (B) is required to swear to the fact that he did not bring suit against him (A).</u>
Lease of buildings: Disputes between lessor and lessee	III, 7-8: <u>Rental payment for a clothiery:</u> the lessor (B) brings suit against the lessee (A) and claims the money agreed upon for its rental; the lessee says he paid for it with clothing and has to take an estimatory oath about their value.	III, 7-8: [iw=w (r) dd n=f i.ir] n3 hbs.w r hdd mtw=w dj.t ʕrk=f r sw n3 hbs.w iw=w [... n3 hdd.w ntj ...] [he (B) will be told: “Consider] the clothing as money” and <u>he (A) will be required to swear about the value of the clothing, while it is [... the money which ...].</u>
	III, 9-10: <u>Rental payment for a clothiery:</u> the lessor (B) brings suit against the lessee (A) after one year of the lease claiming the rental agreed upon; the lessee says he is no able to pay it and does not have any other possessions; he has to take an oath about the latter.	III, 9-10: [... mj] ʕrk=f n=j r h p3 ntj sh (n) bnr dd iw mn mtw=[j] nkt n h w r tj=j hr irm nj=j rmt.w ʕ ibd-3 ʕh.t sw ʕrkj [...] ... <u>let him (A) swear to me (B) according to what is written outside (of the text) saying: “I have no more possessions than (those of) my needs and (the needs) of my family until Hathyr 30th [...].”</u>
	IV, 5-6: <u>Payment of outstanding rent for a house:</u> the lessor (B) claims the lessee (A) did not give him the remainder of the money and goods due as rent; the lessee requires the lessor to swear an oath about it.	IV, 5-6: [inn3.w p3 rmt ntj iw=w smj r.r=f dd] mj dj=w ʕrk n=j p3 nb n p3 ʕ.wj r [p3 sp n n3 hdd.w n3] 'nkt.w' ntj iw=f dd bn-pw=k dj.t s.t n=j iw=w (r) dj.t [ʕrk=f iw=f tm ʕrk iw=w (r) dj.t šp=f n=f n3 hdd.w n3] nkt.w r.sh=f n=f r.r=w [If the man against suit is brought says]: “ <u>Let the owner of the house be required to swear for me about [the remainder of the money and the] goods of which he says: “You did not give them to me”, he (B) will be required to swear. If he does not [swear, he will be required to credit him (A) with the money and the] goods about which he wrote for him.</u> ”

⁸⁶⁴ The Demotic text is based on the edition by Donker van Heel, *Legal Manual*.⁸⁶⁵ Literally: ‘they will make him swear an oath’ whereby the personal pronoun w ‘they’ refers to the Egyptian judges (n3 wpt.w) for whom the manual was most probably intended (see above p. 190). Elsewhere in the manual the judges are mentioned explicitly as such: cf. for instance P. Mattha, col. IV, 9 and col. V, 1-2.

Table P. Mattha – continued (2)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity law: Disputes between the man who has to pay the annuity and the annuitant's trustee acting on behalf of the woman entitled to the annuity	IV, 7-9: Contract of annuity (i.e. food and clothing) for a woman: Parties: bridegroom (A), bride (C) and a male third party, probably the bride's father or a relative (B). Agreement: A pledges his property to B as security for the annuity of C. B is the annuitant's trustee and should an oath be required of him on behalf of A, he shall take it in a court of law.	IV, 9: [<i>iw=w dj.t ʕnh</i>] <i>m-s=k r.ir=f n=j i.ir=k (r) ir=f n=j n pʕ ʕ.wj ntj iw nʕ wpt.w n.im=f</i> <i>[If an oath is imposed] on you (B), to take it for me (A), it is in the place where the [judge]s are that you (B) will take it for me.</i>
	IV, 13-16: Payment of the annuity (arrears accumulated over three years): B claims there are many years in which A did not give any food and clothing: as A denies that, B has to swear an oath to prove it. If B does that, A is compelled to either give B the annuity for the past three years, or swear that he is not able to give it.	IV, 14-16: [<i>mtw=w dj.t ʕrk=f n pʕ rmt i.ir pʕ sh</i>] <i>dd bn=pw=k 'dj.t n=j' ʕk-hbs n nʕ rmp.t w iw=f ʕrk iw=w r dd n pʕ rmt i.ir [ir pʕ sh mj n=f ʕk-hbs] n tʕ rmp.t 3.t r ʕrk=f n=k' r.r=w iw=f dd [mn mtw=j r dj.t n=f] iw=w (r) dj.t ʕrk=f dd iw mn mtw=j nkt n hw r tʕj=j hr nʕj=j' rmt.wʕ [ʕc ibd-3 ʕh.t sw ʕrk]</i> <i>[And he (B) will be required to swear for the man who made the document] saying: "You (A) did not give me (B) food and clothing for the(se) years". If he (B) swears, the man who [made the document] will be told: ["Give him (B) food and clothing] for the three years about which he (B) swore for you (A)". If he (A) says: "[I do not have (it) to give to him (B)]", he (A) will be required to swear, saying: "I (A) have no more possessions than (those of) my needs and (the needs) of my family [until Hathyr 30th]".</i>
	IV, 17-19: Payment of the annuity (arrears exceeding three years): B claims that A did not pay the annuity for a longer period of time than just the aforementioned three years. A states the opposite and has to affirm under oath that B has no right to any arrears. If A takes the oath, he is accountable for only the three years of annuity, otherwise, if he refuses to swear, the payment of the arrears for the years in excess will be added to the three years already due.	IV, 17-19: [<i>iw=f dd dj=j n=f ʕk-hbs n</i>] <i>nʕ rmp.t w ntj (n) hw r tʕ rmp.t 3.t [ntj hrj iw=w (r) dj.t ʕrk=f dd iw mn] mtw=k sp i.ir n=j n.im. w iw=f ir pʕj ʕnh iw=w (r) dj.t sh=f (r) pʕ ʕk-hbs [n tʕ] 'rmp.t' 3.t ntj 'sh' [r] 'hrj' iw=f tm ir ʕnh r pʕ ʕk-hbs n nʕ rmp.t w ntj (n) hw r' tʕ rmp.t' [3.t] iw=w (r) wʕh=f r pʕ ʕk-hbs (n) tʕ rmp.t 3.t ntj hrj</i> <i>[If he (A) says: "I gave him (B) food and clothing in] the years which are beyond the three years [aforesaid", he (A) will be required to swear saying]: "You (B) have [no] remainder of them due from me". If he (A) takes this oath, he will be required to write about the food and clothing [for (only) the] three years which are written above. If he does not take an oath about the food [and clothing for the years which are beyond the three years], they will be added to the food and clothing for the three years aforesaid.</i>
	IV, 26-27: Payment of interest: B claims the payment of the interest for the three years that A did not give the annuity agreed upon; he has to swear an oath about it.	IV, 26-27: [<i>innʕ.w pʕ ntj</i>] <i>nht [r tʕ wʕb.t] ʕrk r pʕ ʕk-hbs n tʕ rmp.t 3.t mtw=f ir ʕnh r.r=w r ms.t dd tw=j ij.t n=k n.im=w [.... dd mj n=j pʕ] ʕk-hbs n tʕ mn rmp.t bn-pw=k dj.t s iw=w (r) dj.t ir=f sh r tʕ ms.t n pʕ ʕk-hbs n <t> rmp.t 3.t r ʕrk=f r.r=w</i> <i>[If he who] is trustee [with regard to the arrears] swears about the food and clothing for the three years and he (B) takes an oath about them with regard to interest, saying: "I did come to you (A) in them [.... saying: - "Give me [the] food and clothing for such-and-such year, you did not give it", he (A) will be required to make a document with regard to the interest on the food and clothing for the three years about which he (B) swore.</i>

Table P. Mattha: – continued (3)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity Law (continued)	IV, 31-V, 1-2: <u>Existence of a receipt for the payment of the annuity</u>: A declares that he has paid B for the food and the clothing and that B made him a receipt for it, while B denies it. With no receipt at hand and B swearing that the annuity was not given, A has to pay the annuity after which B makes a receipt for him.	IV, 31-V, 1-2: <i>i[nn].w p[3] rmt ntj iw=w smy r.r.=f 'dd ir=f n=j' iw r.r.=w iw=w (r) šn p[3] nb (n) p[3] šh iw=f dd bn-pw=w dj.t s iw=w (r) dj.t ir=f ʿnh dd bn-pw=k dj.t [s tw=s h.t p[3] ʿnh ntj iw=w (r) dj.t s] m-s[3] rmt iw=f i.ir-hr n[3] wpt.w ntj iw=w (r) dj.t p[3] ʿnh m-s[3]=f dd bn-pw=k [dj.t s] hpr hr dd n[3] wpt.w n [p[3] rmt i.ir p[3] šh] dd p[3] ʿk-hbs [rn=f mj s] n p[3] nb [n p[3] šh hr htr]t=w [s] ʿs-c-tw=w šh wt r hrw=f dd dj=k s n=j</i> <i>If the man against whom suit is brought (A) says: “He (B) made me a receipt for them”, the owner of the document (B) will be questioned. If he (B) says: “It was not given (to me)”, he (B) will be required to take an oath, saying: “You (A) have not given [it]”. This is the wording of the oath which will be imposed on a man while he is before the judges who will impose the oath on him (B): “You (A) have not given it”. Then the judges say to the man who made the document (A): “The food and clothing [at issue, give it] to the owner [of the document (B)]”. [He (A)] is [compelle]d until a decree is written at his (B) request, saying: “You (A) have given it to me”.</i>
	V, 3-7: <u>Existence/validity of an annuity contract</u>: B claims the payment of the annuity based upon a contract that A made for him, but A denies writing such a contract. If B proves the validity of the document in his hands, A has either to pay the annuity or swear an oath that he does not have enough money and so will only pay for the year in which B brought suit against him.	V, 5-6: <i>iw=f dd iw mn mtw=j r dj.t n b rnp.t i.ir snj iw=j dj.t n=f ʿk-hbs n b rnp.t r smj=f r-hr=j n.im=s [iw=w (r) dj.t ʿrk=f dd iw] mn mtw=j nkt n hw r tj=j hr irm nj=j rmt.w šc [ibd-3] šh.t sw ʿrkj</i> <i>If he (A) says: “I do not have it to give for the year which has passed, I will give him (B) food and clothing for the year in which he brought suit against me”, [he (A) will be required to swear, saying]: “I have no more property than (that of) my needs and (the needs) of my family until [Hat]hyr 30th.”</i>
	V, 8-11 <u>Payment of the annuity money</u>: B claims he did not receive the annuity agreed upon, but A states that B never gave him the money stipulated for the annuity. If B swears that he did pay the money in full, A has to give him the annuity; if B does not swear, the contract will be destroyed.	V, 9-11: <i>iw=w (r) dj.t ʿrk=f dd n[3] hq.w mn ntj šh n p[3] šh r ir=k n=j ntj iw=k dd bn-pw[=f dj.t] s.t n=j [dj]=j s.t n=k m[h]=j [t]=k [n. im=w mn mtw=k] sp i.ir n=j hn=w iw=f ir p[3] ʿnh iw=w (r) dj.t ir p[3] rmt ntj iw=w smj r.r.=f p[3] [hp n p[3] šh r.ir=f n]=f r h p[3] ntj šh r hrj [iw=f tm ir p[3] ʿnh] iw=w (r) ph p[3] šh i.ir-hr p[3] rmt ntj iw=w smj r.r.=f</i> <i>He (B) will be required to swear: “The such-and-such money that is written in the document which you (A) made for me, of which you say: - “[He (B)] did not [give] it to me (A)” - I (B) [gave] them to you (A), I paid [them] in full to you, [you (A) have no] remainder of it due from me (B)”. If he (B) takes this oath, the man against whom suit is brought (A) will be required to accomplish the [stipulation of the document which he (A) made for] him (B) according to what is written above. [If he (B) does not take this oath], the document will be shredded before the man against whom suit is brought (A).</i>

Table P. Mattha: – continued (4)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Annuity Law (continued)	V, 18-20: <u>Restitution of the annuity money</u> : B claims back the money he has paid to A for the annuity; A does not have to give it back if he swears he cannot pay it (in this case the contract of annuity remains in B's hands).	V, 19: <i>iw=w (r) [dj.t] ir=f^c n^h dd iw mn mtw=j h^d n h^w r t^j=j hr [irm] nj=j rmt.w^t s^c [ibd-3] h^t sw r^kj</i> <i>He will be required to take an oath saying: "I have no more money than (that of) my needs and (the needs) of my family until Hathyr 30th".</i>
	V, 23-24: <u>Payment of the annuity to the woman (C) if B dies</u> : after B's death, woman C claims the payment of the annuity for the past year from A, who says he does not have it. A has to take an oath to prove it and also make a document concerning the money (i.e. acknowledgment of debt).	V, 23-24: [... <i>mtw p³ ntj iw=w r.r=f</i>] <i>dd iw mn mtw=j iw=w (r) dj.t r^k=f r h p³ ntj sh hrj iw=w (r) dj.t ir=f sh r n³ h^d.w iw=w (r) sr [p³ ntj] sh r hrj</i> <i>[... and the one against whom suit is brought] says: "I (A) do not have (it)", he will be required to swear according to what is written above, he will be required to make a document about the money, [what] is written above will be ordered.</i>
	V, 25-29: <u>Payment of the annuity if C dies</u> : B claims the payment of the annuity, which A denies due to C passing away. A still has to return the money B paid for the annuity or otherwise take an oath stating that he is not able to pay it. However, if B says that C is still alive, he has to bring her before the judges or else take an oath.	V, 26-27: [<i>iw=f dd iw mn mtw=j iw=w (r) dj.t ir=f^c n^h iw=w dj.t sh=f r.r=w iw=w (r) [ir r] h p³ ntj sh r hrj</i>] <i>[If he (A) says: "I do not have it", he (A) will be required to take an oath] (and) he (A) will be required to write about it (i.e. the money he is unable to pay).</i> V, 28-29: [<i>in</i>]. <i>n³.w p³ nb n p³ sh n s^c n^h dd t³ s.hm.t ntj iw=f dd iw=s mtw.t iw=[s] n^h iw=w (r) dd n=f i.inj t³ s.hm.t i.ir-hr n³ w [p³.w ... iw=f (r) ir n^h]</i> <i>[If] the guardian of the annuity document (B) says: "The woman (C) of whom he says: -"She is dead" - is alive", he will be told: "Bring the woman before the judges" ... he (B) will take an oath].</i>
The sale of a house: Disputes between seller and buyer	VI, 1-3: <u>Transfer of a house</u> : two men to whom a house was transferred (A: buyers) bring suit to the men who made them the documents of transfer (B: sellers), possibly due to an outstanding claim on the house. The sellers are taken to court and both have to swear an oath.	VI, 2-3: <i>iw n³ wp[t.w] (r) dd n=w smj r.r=w iw=w in p³ rmt s 2 i.ir sh n=w r p³ c.wj mtw n³ ntj dd knb(.t) n p³ s 2 [iw=w (r) dj.t n^h m-sj=w n p³ s 2 iw=w (r) dj.t ir p³ [i.dd] c^d sh n wj n p³ i.dd m³c</i> <i>The judges will say to them (A): "Bring suit against them (B)". The two parties who wrote (transfers) for them concerning the house will be brought; they (B) are the ones who go to court as the two parties. [An oath will be imposed on them, both parties]. The one [who said] falsehood will be required to make a quitclaim for the one who said the truth.</i>
	VII, 1-4: <u>Payment of a debt resulting from the sale of a house</u> : the seller of the house (B) claims that the buyer (A) still owes him money. The following scenarios are possible: 1) the buyer acknowledges his debt, whereby the seller either asks for the money already paid back (and the sale is called off) or the buyer pays his debt. 2) The buyer denies the debt and has to swear an oath about it.	VII, 4: <i>in.n³.w p³ ntj iw=w smj r.r=f i.ir ir nb (n) p³ c.wj dd iw mn mtw=f h^d i.ir-n=j iw=w (r) dj.t r^k=f dd iw mn mtw=f h^d i.ir-n=j</i> <i>If the one against whom suit is brought, who became owner of the house (A) says: "I owe him (B) no money", he (A) will be required to swear saying: "I owe him no money".</i>

Table P. Mattha – continued (5)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
The sale of a house: Disputes between seller and buyer	VII, 5-6: <u>Payment of a debt resulting from the sale of a house after three years</u> : if the seller of the house (B) claims money from the buyer (A) after three years, the buyer either admits to it and pays it, or swears an oath that he does not owe any money to the seller.	VII, 5-6: <i>iw=f dd bn-pw hđ mn [n]= 'f' [n sp r ʕ.wj=j iw=w (r) dj.t ʕrk=f dd] bn=pw hđ ir n=f sp r ʕ.wj=j</i> <i>If he (A) says: “No money has remained [due to him (B) at my charge], he (A) will be required to swear saying]: “No money remained for him (B) at my charge”.</i>
	VII, 11-16: <u>Ownership of a house</u> : the plaintiff claims that the defendant's house actually belonged to his own (i.e. plaintiff's) father and was taken illegally by the defendant. The plaintiff has to give proof of ownership of the house in question or else take an oath.	VII, 14: [...] <i>dj.t ʕnh m-s [p] rmt ntj smj dd ink p ʕ.wj[s h=w n=j] r.r=f i p ʕ mn s p ʕ mn ʕj n.im=f (n) kns</i> [...] <i>impose an oath on [the] man who brings suit saying: “The house is mine, [there was written for me] about it, So-and-so son of So-and-so is taking it illegally”.</i>
Obstructing others from building on a private property	VII, 19-24: ⁸⁶⁶ <u>Obstruction during construction work</u> : the plaintiff (A) claims to have been obstructed while doing construction work on his house by the defendant (B) and to have lost x amount of money as a consequence. The defendant must declare under oath that the money lost by the plaintiff was not due to his obstruction. If he does not take the oath (i.e. he admits to being guilty), then the plaintiff has to swear an estimatory oath to state how much money he has actually lost and the defendant has to pay that amount to him.	VII, 21-24: <i>in.n3.w p ʕ rmt r.wn.n3.w kd n p ʕ.wj m3 ʕ iw=w (r) dd n p ʕ rmt i.ir sht=f i.irj ʕnh r n3 nkt.w ntj iw p ʕ rmt dd3k=wmtw=j r.d3 p ʕ sht=f r.ir=k twj=s p ʕ ʕnh ntj iw=f 'ir=f' hđ mn ntj iw=k dd 3k=wmtw=j rdb3 p ʕ sht.t=k i.ir=j rkđ 'n p3j=k ʕ.wj bn=pw=w' 3k mtw=k r.d3 p ʕ sht p3j=k ʕ.wj i.ir=j iw=f tm ir ʕnh iw=w (r) dj.t ir p ʕ rmt ntj smj ʕnh dd 3k hđ mn mtw=j r.d3 p ʕ sht p3j=j ʕ.wj r.ir=k iw=f ir ʕnh iw=w (r) dj.t dj=f n3 hđ.w n p ʕ 'ntj smj'</i> <i>If the man who was having construction work done on the house be right, the man who obstructed him will be told: “Take an oath about the goods of which the man says: - “They were lost to me” - because you obstructed him”. Here is the oath which he (B) takes: “Such-and-such money of which you say: - “It was lost to me” - because of my obstructing you in building your house, it was not lost to you because of my obstructing your house”. If he (B) does not take the oath, the man who brings suit will be required to take an oath saying: “Such-and-such money was lost to me because of your obstructing my house”. If he (A) takes the oath, he (B) will be required to give the money to the one who brings suit.</i>
	VII, 29-32: <u>Obstruction to stop the building of a house</u> : the plaintiff (A) complains to the vizier ⁸⁶⁷ that a certain builder, i.e. the defendant (B), continued building a house despite the plaintiff's objection to the construction work. The builder has then to take an oath that he did not receive any prior warning from the plaintiff. If he does not swear, in other words he admits building illegally, he will suffer corporal punishment (beating).	VII, 30-31: <i>iw=f dd bn-pw=f sht.t=f iw=w (r) dd n=f i.irj ʕnh dd bn-pw p ʕ mn s p ʕ mn dd m-ir kd n p ʕ.wj iw=f tm ʕrk iw=w (r) mhj.t=f [n] 's' [h] (n) sht 50 (?)</i> <i>If he (B) says: “He (A) did not obstruct me”, he (B) will be told: “Take oath saying: “So-and-so, son of So-and-so did not say: - ‘Do not build the house’ -”. If he does not swear, he (B) will be beaten [with] fifty (?) str[okes] of the staff.</i>

⁸⁶⁶ See el-Aguizy, *BIFAO* 89 (1989), p. 89-99.⁸⁶⁷ The reading ‘vizier’ instead of ‘chief of police’ is by Lippert, *ZÄS* 130 (2003), p. 93.

Table P. Mattha: – continued (6)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
Litigations between neighbours Disputes between eldest son and other children	VIII, 20-24: <u>Digging next to a house that collapsed</u> : the plaintiff (A) claims that the defendant (B) has caused his (i.e. the plaintiff's) house to collapse by digging next to his house. If the defendant swears an oath that he was only digging on his own property and that he did not cause the collapse on purpose, the plaintiff has to withdraw his claims. If the defendant does not swear, i.e. admits acting maliciously to cause the collapse, then the plaintiff has to take an estimatory oath to state the damage he has suffered.	VIII, 21-24: <i>iw=f dd bn-pw=j ir s r dj.t hj p̄j=f ʕ.wj r hrj m-s 'šy' [t̄] sntj 'n' p̄j=j ʕ.wj p̄j [ntj iw]=j kd=f iw=f ʕrk n=f iw=w (r) dj.t wj r.r.=f iw=f tm 'ʕrk' iw=w (r) dj.t ʕrk p̄j [ntj smj r.r.=f] dd hj p̄j=j ʕ.wj ʔk nkt mn mtw=j r.db̄s p̄j=j ʕ.wj i.ir hj iw=f ʕrk iw=w (r) dj.t dj=f 'n̄ nkt.' [w i.ir ʔk n] p̄j rmt r.hj p̄j=f ʕ.wj</i> <i>If he (B) says: “I did not do that (i.e. dig) to cause his (i.e. A) house to collapse, but only to dig the foundation of my house that I have built”, and if he (B) swears to him (A), he (A) will have to withdraw from him (B). If he (B) does not swear, the man [who brings suit against him] will be required to swear saying: “My house has collapsed; such-and-such thing is lost to me due to my house collapsing”. If he (A) swears, he (B) will have to give such-and-such things to the man whose house has collapsed.</i>
	VIII, 24-27: <u>Debris from a collapsing house falling into the foundation of a neighbour's house</u> : the man who dug the foundation of his house (A) claims that debris from the collapsing house of his neighbour (B) fell into the hole he was digging. The defendant has to take an oath denying that this is the case or else remove the debris that fell into the foundation.	VII, 25-27: <i>iw=w (r) dd n=f i.irj ʕnh dd bn-pw h̄jh n p̄j=j ʕ.wj 'hj r' p̄j ʕ.wj n p̄j mn iw=f tm ir ʕnh iw=w (r) dd n=f i.rk p̄j h̄jh n p̄j=k ʕ.wj i.ir hj {r} r p̄j 'ʕ.wj' [(n) rn=f]</i> <i>He (i.e. the man whose house collapsed) will be told: “Take oath saying: “Debris of my house did not fall into the house of So-and-so”. If he does not take the oath, he will be told: “Remove the brick of your house that fell into the house [in question]”.</i>
Inheritance/rights of the eldest son: Disputes between eldest son and other children	IX, 5-8: <u>Existence of children of the same father</u> : a man dies without making a will and his eldest son (A) also claims the share of the children who died before their father (C). However, the younger brother (B) makes a complaint saying that those children did not exist. To prove their existence, the eldest son has to take an oath: he will receive the share of only those (dead) children concerning whom he will swear that they existed as children of his father.	IX, 5-8: [n̄] 'hrd.w ntj' iw p̄j sn hm 'dd' bn-(pw)=w 'hpr' n p̄j=n it.ʔ hr dj=w ʕrk p̄j sn ʕ r.r.=w dd n̄ hrd.w i.dd=j hpr=w n p̄j]=n it.ʔ hpr=w n šr n p̄j=n it.ʔ bn-pw=j ir md] ʕd n.im=w <i>As for the children of whom the younger brother says: “They did not exist for our father”, the eldest son will be required to swear about them (C) saying: “As for the children of whom I said that they existed for our father: they did exist as children of our father, I have not lied about them”.</i> <i>h.t p̄j ʕnh ntj iw=w dj.t ir=f s dd ... hpr=w (n) šr [n] p̄j=j it.[ʔ] mtw=w ʕc-tw mwt p̄j=w it.[ʔ] p̄j ntj iw bw-ir=f ʕrk r.r.=f bw-ir=w dj.t n=f dnj [p̄j ntj iw hr ʕrk=f r.r.=f hr] dj=w n=f dnj</i> <i>The wording of the oath which will be required from him (A) saying: “ ... they existed as children of my father; they died before their father died”.</i> <i>As for the one concerning whom he (A) does not swear: no share can be given to him; as for the one concerning whom he does swear: (his) share will be given to him.</i>

Table P. Mattha: – continued (7)

Area of law	Dispute subject matter	Oaths (specific text passages concerning the oath are underlined)
	IX, 17-19: <u>Father's possessions in hand of the youngest son</u> : a man dies and his eldest son (A) claims the inheritance while making a complaint that the youngest brother (B) has got some of their father's possessions. In order to keep those possessions, the youngest brother has to declare under oath that his father gave them to him voluntarily when he was alive. If he does not swear such an oath, he has to give those possessions to the eldest brother.	IX, 18-19: <i>iw=w(r) dj.t ʕrk=f ddʹ pʃ=j it.t pʃ i.irʹ [dj.t n=j nʃ]</i> <i>nkt.w dd tʃj st n=k [iw=f ʕrk]⁸⁶⁸ bw-ir=w [dj.t st] n pʃ=f sn ʕ</i> <i>iw=f tm ʕrk {=f} iw=w(r) dj.t nʃ nkt.w n pʃ=f sn ʕʹ iw=w(r)</i> <i>dj.t shʹ=f(r) nʃ nkt.w [n pʃ=f] it.t</i> <i>he (B) will be required to swear saying: "It is my father who gave those possessions to me saying: "Take them for you". If he swears, they cannot be given to his eldest brother; if he does not swear, the possessions will be given to his eldest brother and he (B) will be required to write (a quitclaim) about the possessions of his father.</i>
	IX, 23-26: <u>Sale of an inherited house</u> : a man dies without making a will; his possessions consist of one house which his eldest son (A) sells keeping the money for himself. After three years the youngest brother (B) (coming of age?) claims his and the other siblings' share of the money. Then the eldest brother has to take an estimatory oath about the price he has got for the house and share that money with his other siblings.	IX, 25-26: <i>nʃ hʃd.w ntj iw pʃ šr ʕ ʕrk r.r=w dd [nʃ hʃd.w ...]</i> <i>'swnʹ pʃj ʕ.wj bn=pw=j ir md ʕd n.im=w ... ʔ ip n hʃd ntj iw=f</i> <i>ir ʕnh r.r=w hr štj=w s dr.t=f mtw=w tʃ=w [n dnj r] 'h' [ʔ ip n]</i> <i>nʃ sn.w hm.w</i> <i>The money about which the eldest son will swear saying: "The money (which is the) price of this house: I did not lie about this matter". The amount of money about which he (A) took an oath: they will claim it from his hand and share it according to the number of younger brothers.</i>