STUDIES IN THE LATE EGYPTIAN DOCUMENTS PRESERVED IN THE JOHN RYLANDS LIBRARY

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III. DIMÊ AND ITS PAPYRI : DEMOTIC CONTRACTS OF THE 1st CENTURY A.D.

A BRIEF survey of the contents of family archives which once existed in Dimê has been given in the preceding issue of this BULLETIN.¹ From the surviving documents dating or datable from the 1st century A.D. four papyri may be singled out as exhibiting a fairly complete form of contracts of sale respecting real properties. These are P. Ryl. 44, P. Berlin 7058, P. Ryl. 45 and P. Vindob. D.-Gr. 6933. They do not form a connected set of documents; on the contrary, each is the sole survivor of the archives of four native Egyptian families living in Dimê in early Roman times.

P. Ryl. 44 and 45 (hereafter Doc. no. 1 and 3) have been made available by Griffith in his *Catalogue of the Demotic Papyri Preserved in the John Rylands Library.*² Almost sixty years have elapsed since their first publication and a re-examination of them may perhaps prove of value. My transliteration and study of these two papyri has been made from the originals. I am grateful to Dr. F. Taylor, Keeper of Manuscripts in the John Rylands Library, and to Miss G. A. Matheson, Assistant Keeper, for their help and stimulating assistance in my work on the Rylands Collection, and particularly in the work of restoration of these two papyri.

P. Berlin 7058 is known from Spiegelberg's publication in the Demotische Papyrus der Museen zu Berlin,³ but a complete transliteration and translation of this documents (hereafter Doc.

³ Cf. below, Doc. no. 2 (pp. 480 sqq.).

¹ Cf. BULLETIN, xlviii (1965-6), 447-9 and 459 ff.; hereafter referred to as *Introduction*.

² Cf. below, Doc. no. 1 (pp. 466 sqq.) and Doc. no. 3 (pp. 486 sqq.).

no. 2) was not given in the Berlin Catalogue. The transliteration given below has been made from this plate.

P. Vindob. D.-Gr. 6933 (hereafter Doc. no. 4) is a hitherto unpublished demotic papyrus in the Rainer Collection in Vienna. This has been transliterated from the original. I am indebted to Dr. H. Loebenstein, Director of that Collection, for permission to publish this document and grateful to Mr. A. Fackelmann, Head of Conservation, for his kind help during my work on the Vienna papyri. I wish also to thank most warmly Mr. C. H. Roberts for his kindness in producing the transcription and reconstruction of the Greek abstract in this papyrus. Both the demotic and the Greek texts will be dealt with in the next article in this series.

The method of transliterating demotic into Roman characters which has been adopted in these studies is that of the so-called "historical" system and follows to a great extent the principles laid down by Sethe in his *Demotische Urkunden zu Aegyptischen Buergschaftsrechten* (p. v) that the transliteration of demotic texts should show clearly what is actually written on the papyrus.¹

The problem of transliterating demotic texts into Roman characters is a delicate one and has been for many years a subject of discussions and controversy. This article is not the place to decide between the "historical" system and the "phonetical" one introduced by Griffith in his Stories of the High Priests of Memphis,² or to plead for the advantages of the one or the other. or to try to reconcile them. It is our opinion that transliteration is a mere convention, introduced for the benefit of students and readers not familiar with demotic writing. Another important fact to be borne in mind is the date of the texts to be transliterated. The demotic documents which form the centre of this study are from the Fayyum and date from Roman times. It is safe to say that as far as they are concerned Dimê records provide a strong argument in favour of the "historical" system of transliteration. They make it quite clear that the traditional forms of writing words and personal names were retained far into Roman

² Griffith, Stories, p. 67-79 and Ryl. iii. 188 ff.; Thompson, FAS, p. viii and Glanville, Cat. B.M. i. p. l.

¹ See also Erichsen, Dem. Lesestuecke, i. 1 ff.; Edgerton, P. Mich. V, pp. 11-12.

times and that the traditional way of writing was, in general, prevalent at Dimê.

These facts are in my opinion, decisive as regards the problem of transliterating demotic texts from Roman times. I consider that we only do justice to Roman demotic texts if, when transliterating them, we follow the lines indicated by the Egyptian scribes themselves. Whenever the demotic writing clearly introduces alphabetic signs or signs distinct from those used in the traditional orthography, then these are noted in the transliteration. When unwritten prepositions, mainly the preposition m, or when the genitival n or the plural ending -.w do not occur in the demotic writing, they are not restored in the transliteration; consonantal signs the h, h, h, h on the one hand and t, d, t, d on the other, are rendered in accordance with the historical orthography.

Absolute consistency could not be followed in the transscribing of personal names. Vocalized Egyptian names are given only when the Greek equivalents are known. If these are not attested, personal names are left in the transliteration and even in the translation of the texts.

There is also much inconsistency in translating the legal phraseology of demotic records. A variety of renderings of the same formulae may often be noticed in different publications of demotic texts. In this respect suggestions given by C. F. Nims in his article "The Term hp, 'law', 'right' in Demotic "¹ have been followed and developed.

DOCUMENT No. 1 P. RYL. 44 Year 15 of Tiberius (A.D. 29)

See Griffith, Ryl. i. pl. 84; iii. 169-172, 299, 316.

The papyrus measures 35×29.5 cm. and consists of three leaves of medium brown colour, very fine and transparent, with a smooth surface on both sides. Of the three, only the second has been preserved complete; this measures 18×29.5 cm.

¹ Cf. JNES, vii. 243 ff.

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A portion measuring 9×29.5 cm. remains of the first leaf and less than half of the third has survived.

The papyrus is much damaged. The right-hand margin, including the beginning of the demotic text and the end of the Greek one, has been torn away, and the centre and bottom of the right-hand portion are damaged. The papyrus was most probably folded in accordion fashion,¹ then bent in half. This seems to have been the reason why vertical fibres on the edges of the folds were broken and fell away. The papyrus as it has survived consists of a number of narrow strips, each measuring 3×29.5 cm.; these have now been joined together.

The text has been written on the recto only; no trace of writing can be seen on the verso. The two demotic contracts, each consisting of 16 lines, were endorsed side by side on the upper part of the sheet toward the left-hand side; a space of 32 \times 9 cm. left beneath the demotic text was filled with the Greek text which extends over the whole of the lower part of the sheet.

The demotic text was written in a rounded and elegant type of Roman demotic hand; signs are medium in height, regularly and fluently written by a trained scribe. The type of demotic writing exhibited in this document may correctly be held to be a Dimê demotic record hand of the first half of the first century A.D. It occurs only in legal documents written in the local grapheion. No trace of this or of any closely similar hand has been identified elsewhere or in legal documents of a later date. This type of hand is markedly different from the hands in Dimê literary texts and from the hands in Tebtunis legal texts. Its essential features will be considered later in this series of studies in the BULLETIN.

The demotic text of the two contracts is given here in transliteration only. For a photograph of the original the reader is referred to Ryl. i. pl. 84. The text of the Greek abstract is not republished here. A check made against the original has confirmed the excellent readings of Grenfell-Hunt in Ryl. iii. 171-2.

The transaction known from P. Ryl. 44 is concerned with a sale of two fifths of a house in the western district of Dimê,

together with its appurtenances. It consists of an agreement for sale and an agreement for renunciation of claim, followed by an abstract with signatures written in Greek.

The transaction was concluded within a Dimê family, between a woman named Herieu, daughter of Lahos and Tapetesuchos, and her daughter Eisarous, daughter of Onnōphris. This document is the only record which has been preserved from the family archive of a man from Dimê, Lahos, whose occupation remains unknown.

(A) CONTRACT OF SALE

(Transliteration)

Date

(1) $[h_3t-spt 15.t tpy \ smm]^1 \ ssw 19 \ Tybrws \ Kysrws^2 \ Sbsty^3$ (2) $[p_3t ntr \ p_3^3 \ sri \ p_3^3 \ ntr]^4$

Contracting parties

 $[\underline{d}d \ shmt \ Hri].w^5 \ sst \ n \ Rhs^6[mwt].s \ Tsj.n-\ Ps^7-dj-Sbk \ iw.s \ \underline{d}d \ w \ rs \ n^8$ (3) $[shmt \ Hys]r^t \ sst]n \ Wn-nfr \ mwt.s \ Hri.w \ tsj.y \ srit^{10}$

Main part of the contract

dj.t (4) $[mty \ h^{3}ty.y \ n \ p^{3} \ sw]n^{11} \ t^{3}j^{12} \ t^{it} \ [2.]t \ hn \ t^{it} \ 5.t \ t^{it} \ 2.t^{13} \ `n \ [p^{3}j]$ `wy¹⁴ $nt^{15} \ kd^{16} \ iw.f \ n$ (5) $[grg^{17} \ sy \ sbe \ iw.f \ wh]m \ ht \ 2.t^{18} \ hn$ ` $p^{3}j.f \ inh^{19} \ [nt] \ ir \ n.f \ i^{3}bty \ nt^{iw} \ wn \ w`t \ ret \ kd^{20}$ (6) $[hn.f \ hn`$ $n^{3} \ nt \ nb \ nt \ hn.f^{21} \ iw].f \ n \ w^{5}-p^{5}^{22}$

[n3] hynw p3j 'wy irm p3j.f inh nt hry
(10) [rsy p3 'wy Tše-nfr s3 P3-R']-mne³⁴ nt hr [n3.j.f hr]dw irm p3 'wy p3 inh³⁵ shmt T3j.n-'Ist t3j.t (11) [snt mhty p3 myt nt] pr³⁶ nt e[-ir.t pr] r-r.f [mtw].t wn r' r-r.f imnty [p3] 'wy n (12) [shmt T3j.n-'Ist s3t n P3j.n3w [nfr]-imy³⁷ i3bty p3 'wy irm [p3j.f i]nh Tš³⁸ Nhty-nb.f nt hr n3j.f (13) [hdrw³⁹

 $r mh^{40}$ n³ hyw irm n³ hynw p³j] 'wy irm p³j.f inh nt iw t³j.y tit [2].t hn tit 5.t hn.f

(14) [$\check{s}p.y \ swn.tj.f \ n-dt.tj.t \ h^{3}ty.y \ mty \ n-im.f \ iw.f \ mh] \ 3t \ sp \ nb^{41}$ $p^{3} \ it \ t^{3} \ mwt \ [p^{3}] \ sn \ t^{3} \ [sn]t \ p^{3} \ \check{s}rit \ t^{3} \ \check{s}rit \ p^{3} \ \check{s}m \ t^{3} \ (15) \ [\check{s}mt \ p^{3} \ hy^{42}$ $p^{3} \ rmt \ nb \ p^{3} \ t^{3} \ nt \ iw.f \ r]iy \ r-hr.t[r-db^{3}.tj.f \ n \ rn.y]$ $iw.y \ dj-wy.f \ r-hr.t \ hty \ 3t \ mne$ (16) [mn mtw.y mdt nbt n p^{3} \ t^{3} \ r-hr.t \ n \ rn.f $iw.y \ dj-w' \ b.f \ n.t \ r \ sh \ nb] \ knbt \ nbt \ [wpy \ nb \ hp] \ nb \ mdt \ nbt \ p^{3} \ t^{3^{43}}$ $[n-\underline{t}^{3}j \ (17) \ n^{3} \ hrw \ r-hry \ \check{s}^{3^{c}} \ dt] \ 3t \ mne^{44}$

(Translation)

Date

[Regnal year 15]¹ the 19th day [of Pakhons] of Tiberios Kaisaros² Sebastos,³
 [the god the son of the god].⁴

Contracting parties

Hath declared the woman Herie]u,⁵ daughter of Lahos,⁶ her [mother] being Tapetesuchos,⁷ acknowledging to⁸

(3) [the woman Ei]sarous,⁹ [daughter] of Onnōphris, [her] mother being Herieu, my daughter.¹⁰

Main part of the contract

Thou hast caused `(4) [me to agree in full heart to the pri]ce¹¹ of my^{12} [two] shares out of five shares,¹³ (it being) two shares again,¹⁴ of [this] house¹⁵ which is built,¹⁶ [which is (5) fitted¹⁷ with beams and doors, which is] two-storeyed,¹⁸ and

its courtyard¹⁹ [forming] its eastern side, there being a workshop built²⁰ (6) [in it, and

all that pertains to it (as revenues)],²¹ it being undivided,²²

[which is in the] western district²³ of the Town of Suchos,²⁴ the "New-Land"²⁵ (7) [of Suchos, Lord of the $P\bar{a}y$ -land, great god,²⁶

which is on the] northern shore²⁷ of [the] swampy land²⁸ ²⁹ Moeris,³⁰ which is in the division (8) [Heraki³¹ of the Arsinoite nome.

The] measurement[s³² of this] property and its courtyard aforesaid³³ make divine cubits (9) [from south to north by]..... divine cubits from west to east. [The] plots adjacent to this property and its courtyard aforesaid are :

(10) [south: the house of Tesenōphris, son of Phrem]menis,³⁴ which is hereditarily held [by his heir]s and the property³⁵ of the woman Taēsis, [thy (11) sister ;

north: the road of] exit³⁶ to which thou mayest [go out and] open the door;

west : the house of (12) [the woman Taēsis, daughter of Pane]phremmis.³⁷

east : the property of Tesēs,³⁸ son of Nektenebis, which is hereditarily held by his (13) [heirs³⁹

which completes the (survey of the)⁴⁰ measurements and boundaries of this] property and its courtyard in which are included my [two] shares out of five shares.

(14) [I received the price of it from thee. My heart is satisfied therewith, it being completed] without any remainder.⁴¹

(As for) the father, the mother, the brother, the [sister], the son, the daughter, the brother-in-law, the (15) [sister-in-law, the husband⁴², any one on earth] who shall come (to have claim) upon thee [on account of it in my name,]

I will make him renounce (claim) upon thee voluntarily without delay.

(16) [I have no claim on earth upon thee in regard to it. I will set it free for thee from any contract, any] deed, [any judgement, any provision,] any claim on earth⁴³ [from (17) these days onward (and) for ever] voluntarily without delay.⁴⁴

NOTES TO THE COMMENTARY

¹ The date of the transaction and the missing parts of this text have been restored according to the contract of renunciation of claim, hereafter referred to as B, cf. pp. 477 sqq.

² No consistency has been noticed in the rendering of vowels of Roman words and names; thus, for instance, the demotic -y- is employed to render $-\iota$ - as well as $-\alpha\iota$ - in the title of the Emperor.

³ Sbsty. In both texts the determinative is followed by a sign which does not recur in the other contracts and may be superfluous. The sign of deity following the determinative of foreign names occurs only here and in the other text of the time of Tiberius, P. Berlin 7058, 1 (cf. below, p. 480, Doc. no. 2).

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⁴ For the Emperor's title see B, line 1.

⁵ Hri.w. The determinative $\mathcal{D}_{\mathbf{x}}$ and the ending -.w are clearly seen at the broken edge of the papyrus; for a better form see B, line 2-3. Hri.w (in Greek ' $E\rho\iota\epsilon\hat{v}s$), was a common personal name in Graeco-Roman times. Cf. Ryl. iii. 454; Erichsen, Gloss. p. 278. Contrary to Mattha's view in D.O. p. 84, n. 8, the Greek equivalent supports the interpretation that the final stroke, sometimes wrongly taken for the sign of a deity (cf. P.B.M. 10750, 2; cf. Smith, JEA, xliv. pl. 12, p. 94, n.d.), is the inflexional ending, -.w of $\mathbf{g} \in \mathbf{p}i$, "to be pleased, content". The qualitative may have been at the date of our text something like * $\mathbf{g} \in \mathbf{p}i \in \mathbf{v}$. Cf. Ryl. iii. 191, 267, n. 6.

⁶ Rhs. Cf. Ryl. iii. 299, n. 1, but both instances show the determinative of foreign names. The Greek equivalent $\Lambda aov\sigma vs$ (cf. Preisigke, Namenbuch, 193) indicates an interesting vocalic change of the Egyptian h into -ov- when following a liquid consonant.

The individual does not bear any title, nor do the father of the second contracting party and the owners of the houses (cf. lines 10 ff.). It has been noticed (cf. Introduction, p. 450) that with the exception of the titles nb w'b (Master of Lustration) and hry sy (Superintendent of the Lake), the individuals concerned are referred to in the texts of the contracts by their personal names only followed by an indication of their parentage. The omission of titles and of any designation would seem to have been a customary procedure in Dimê when writing any document, even reports addressed to Roman officials. See, for instance, P. Cairo 316 (Greek) (cf. Schwartz, ASAE, xliv. 235 ff.), which is an official report listing members of several priestly families of native Egyptians. It contains an extensive description of the parentage, the individuals in question being described by the names of two or three preceding generations. Titles, even titles of priests of Egyptian cults, were not included in the text. It would seem that the reference to the parentage was considered to be a sufficient identification in legal procedure. In contrast, the contemporary contracts from Tebtunis provide evidence of the use of ordinary titles (see P. Mich. 249, 2; 250, 2; 347, 1).

⁷ $T_{j,n-}$ and P_{j-} may still be read in the damaged portion of the papyrus (see also B, line 2). The name Sbk shows an unusual form of writing for which no parallel can be quoted.

⁸ iw.s $dd \langle n \rangle$ w^c r³, lit. "she speaking in one mouth" (cf. Ryl. iii. 169). r³ seems to convey the legal idiomatic sense of "deposition" (cf. Ryl. iii. 364; P. Turin 246, 32 = P. Turin 249, 23 and P. Louvre 3228e, I, 24 : r³ m h³w nb n sh, "deposition in every record office"). Therefore, "to state in (or as) a deposition" means "to recognize in legal terms", i.e. "to acknowledge" in the presence of an authority or by a written document. This expression, inserted after the name of the first contracting party, indicates that the meaning of the initial clause of declaration, the traditional Egyptian dd A, has been modified in accordance with the real nature of this kind of agreement. The occurrence of this expression seems to be confined to Dimê contracts (see B, line 2; P. Ryl. 45, A.B. 4; P. Vindob. 6933, A.B. 3; P. Berlin, 7054, 3; 7057, 2-3; 7058, 3;

6857, 3). No occurrence has been found in contemporary contracts from Tebtunis, though they are legally identical. In their wording a form closer to the old type of drafting has been retained.

⁹ The full form of the name is to be found in *B*, line 3. Hysr't (in Greek $Ei\sigma a\rho o\hat{v}s$) is a rare name (cf. Ryl. iii. 454); traces of s^3t n can still be discerned.

¹⁰ t^3j . $y \ srit$, "my daughter", belongs to the description of the contracting parties and is not, as Griffith interprets (cf. *Ryl.* iii. 169), the beginning of the main part of the contract. It is a common feature in the wording of contracts concluded within a family that the relationship between the contracting parties is defined at the end of this clause. From the time of Alexander Aegus it has frequently been noticed that the suffix of the 1st p. sing. is employed rather than that of the 3rd p. sing.

¹¹ The final letter—m and the determinative are clear at the broken edge of the papyrus.

¹² \vec{t} j. In most Dimê contracts the demonstrative pronoun is employed instead of the definite article; here, however, the form \vec{t} j may be wrongly for \vec{t} j.y, "my".

¹³ The papyrus is broken, but *B*, line 4 reads clearly 2.t-tit 2.t <u>hn</u> tit 5.t, "two shares out of fives shares". For this old Egyptian procedure, which was followed in the sharing out of a private estate, see *Studies V* (forthcoming in this series).

tit, the traditional form of writing has been retained in all the Dimê texts. The question is to decide between the two possible interpretations, either *dnit* or *tit*. If we examine the earlier stages of the form of this sign (cf. Erichsen, Gloss., 638),

there appears a greater possibility that the demotic is a late derivative of $\sqrt[4]{}$

than of Erichsen, ibid. 606 and Sethe, Von Zahlen, p. 89). For this reason we agree with Griffith's view (cf. Ryl. iii. 202, n. 10).

¹⁴ tit ... p_{ij} 'wy. The legal characteristics of the share of the house are not specified in the text of the contract; only occasionally is it stated in the text from whom the part share has been inherited by the first contracting party (cf. below, p. 493), though late Ptolemaic deeds are always precise in this respect. Cf. for instance, P.B.M. 10075, 3, giving the full wording of the clause p_{ij}^{3} 'wy 'a-ir-ph r-hr = ... n tit n rn A, the house which has befallen to as the share in the name of A. Cf. also JEA, xlv. 71, n. 31, 32 and Studies V.

¹⁵ A recurring description of the private properties in the town. Cf. P. Ryl. 45, A.B. 7 ff.; P. Vindob. 6933, 6 ff.; P. Berlin 6857, 4 ff.; 7054, 5 ff.; 7057, 4 ff.; 7058, 5 ff. and *Introduction*, pp. 459-61. The method of defining a private estate as consisting of three general items began to be common from the beginning of the reign of Ptolemy VI Philometor; see, for instance, P. Berlin 3112, 1-4 (Djeme 175 B.C.), cf. Spiegelberg, *DPB*, pl. 11-12; P.B.M. 10589, 6-7 (Siut, year 6 of Ptolemy VI Philometor), cf. Smith-Shore, *JEA*, xlv. 52 ff.; P. Cairo 30612, 2-4 (Tebtunis), cf. Spiegelberg, CCG, pl. 21-22. This type of summarized definition of a private estate seems to hint at a special procedure followed in the conveyance of the part shares, cf. *Studies V*. ¹⁶ Restored according to B, line 4; no equivalent has been included in the Greek abstract.

kd only occurs in the Dimê contracts cited in n. 15 where it is used instead of the formula customary in Ptolemaic deeds *nt kd iw.f hbs*, "which is built and roofed over". Cf. for instance P. Ryl. 11, 2; 12, 1-2; 13, 1; P.B.M. 10522, 1 and Glanville, *Cat. B.M.* i. 7, n. (i).

¹⁷ grg. (cf. Coptic \mathfrak{sups} : \mathfrak{sups} , conveying the sense "fitted with" (cf. Ryl. iii. 299, n. 3 and Crum, CD, 831); the expression recurs, as an alternative of the mh, "filled, completed" of Ptolemaic contracts, in all the Dimê documents cited in n. 15. The earliest evidence for it, according to published texts, is to be found in two documents from Tebtunis of the time of Ptolemy Alexander I (cf. P. Cairo 30617, 4 and 30620, 7) and it was retained in the wording of contracts until Roman times (cf. P. Mich. 253, 5). The common use of this kind of description suggests that the house was structurally in good condition; this has also been suggested by Glanville (*Griffith Studies*, p. 156). It seems probable that this guarantee formula had its regional wording. The type occurring in the Tebtunis and Dimê contracts seems to have been restricted to deeds written in the Fayyum and may be paralleled by the type *iw.f mh n sbe ššt* (" which is completed by door (and) window "), which was apparently peculiar to Memphite deeds (cf. *JEA*, xlv. 69, n. 22).

¹⁸ whm <u>ht</u> 2.t, lit. "which repeats two bodies". The identification with **ovagace** (cf. Crum, CD, 510) is due to Spiegelberg (cf. P. Strassburg, p. 45). <u>ht</u>, lit. "body", conveys the technical meaning "floor" or "stage" of a house. Cf. Ryl. iii. 247, n. 1 and 299, n. 4; P. Mich. 253, 6-7 : p³j kwtn t³ <u>ht</u> mh-3.t "the bedroom on the third floor".

¹⁹ inh only in the demotic text though the Greek abstract specifies $a\dot{v}\lambda\hat{\eta}s\,\dot{\epsilon}\kappa\,\tau\sigma\hat{v}$ ^{'a $\pi\eta\lambda\iota\dot{\omega}\tau\sigma\upsilon$}. For the importance of the courtyard in the organization of late private properties, see *Introduction*, pp. 459-60 and for the rights imposed upon the ownership and use of the courtyard see *Studies V*. It has been noticed in early and middle Ptolemaic deeds that the courtyard was referred to only on those occasions when it had a special function in the transaction. From the time of Ptolemy VI Philometor onwards, however, it appears that the courtyard was dealt with as a part of the property almost equal to the dwelling house. The comparison of P.B.M. 10592 (cf. Thompson, *FAS*, 65 ff.) of the year 25 of Ptolemy V Epiphaneis with P.B.M. 0589 of the year 6 of Ptolemy VI Philometor (cf. *JEA*, xlv. 52 ff.) is instructive in this respect. Cf. *Studies V*.

²⁰ nt iw wn w't ret <u>kd</u> <u>h</u>n.f. Traces of nt can still be discerned; the earlier spelling of $\epsilon \tau \epsilon \circ \overline{n}$ has been retained; wn is only written for the impersonal $\circ \overline{n}$.

ret: the spelling ret is given for pI:patH (cf. Ryl. iii. 365; Erichsen, Gloss. 241 and Crum, CD, 288). From the following text it is clear that ret describes here a structure independent of the central building and erected in an open space, though this word may convey a variety of meanings, such as a room in the house (cf. P. Ryl. 17, 3-4) or a part of a house (cf. P. Strassburg, 1, 1-2 and Glanville, Cat. B.M. i. pp. xxviii, xxiv; P. Mich. 253, 5, in which ryt is employed as an alternative of 'wy, " house "). Further instances of ret describing a construction on its own occur in P. Cairo 50125 (cf. Spiegelberg, CCG, iii, pl. 52, p. 87, P. Lille 32, 16, 18, cf. Sottas, P. Lille, pp. 83, 84, n. 16 and P.B.M. 10592, 6-7). As regards the significance of the courtyard in the lay-out of houses in Dimê, one may suggest that *ret* describes here something like a workshop or similar building.

<u>hn.f</u> instead of $\overline{n} \varrho \tau H q$, which might be expected in view of the date of this text; the suffix -f can only refer to the courtyard.

²¹ n^3 nt nb hn.f, lit. " everything which is in it " is here restored according to B, line 5; the expression recurs as the third item in all the instances cited in n. 15 (cf. also *Introduction*, pp. 463-5). n^3 is most probably written to preserve the pronunciation of *nt*, as has been suggested by Griffith.

As an interpretation of this formula Spiegelberg suggested the translation "Mobilien und Immobilien" (cf. DPB, p. 22). Griffith took it with the literal meaning "all that it contains" (cf. Ryl. iii. 170). The sense of "all appurtenances " is clear from the Greek equivalent και τών συγκυρόντων πάντων κοινών. This expression most probably replaced in the wording of late Ptolemaic and Roman deeds the earlier type of detailed specification of the additional parts of the property and of revenues either produced by or assigned to the particular property, of which one of the best preserved instances is to be found in P. Ryl. 11, 1-3. The Dimê type may be paralleled by the formula occurring in P.B.M. 10589, 7.8.9.13 of the year 6 of Ptolemy VI Philometor, which reads : nt nb nt tij r-r.f, lit. " everything which is taken to it". At first sight we might be inclined to think that the expression refers to the revenues assigned to the house. But its occurrence in the description of the adjacent plots makes it clear that it has a general meaning and describes any kind of property pertaining to the house. In the Dimê formula, however, the use of the preposition hn.f, in which the suffix -.f refers to the house as well as to the courtyard, treated as a single complex (cf. below, p. 475 n. 33), suggests that the property dealt therewith was an endowed estate connected with usufructory rights (cf. JEA, xlv. 69, n. 21 and Studies V).

For <u>hn</u> conveying an idiomatic sense of "pertaining to" as revenues see Spiegelberg, D.Gr., § 318 and an illustrative example in P. Brussels E 6033, 6.7 (n^3 'wy.w nt iw n^3 s'nh.w nt hry <u>hn.w</u>, "the funerary foundations to which pertain the endowments aforesaid").

²² iw.f n wš-pš. The suffix -.f refers to both the house and the courtyard dealt with as a single property; this view is supported by P. Mich. 249, 3; 253, 9 in which the text reads: p^3 'wy dr.f nt wš-pš, "the whole property which is undivided"; the expression furnishes evidence for the statute of communio pro diviso et indiviso, cf. Taubenschlag, The Law of Graeco-Roman Egypt, pp. 180 ff. and Studies V.

 23 Restored according to *B*, line 6. For the western district, cf. Introduction, pp. 460-1.

²⁴ dmy Sbk, cf. ibid. p. 237 ff. The question as to when this designation was introduced into the Fayyumic toponymes remains open. The earliest evidence of it which can be found occurs in P. Lille 4, from Ghôran dating from the year 247 B.C.

²⁵ T³-my. In all the instances of this toponym T³- is written in the same way as the definite article fem. t^3 . -my shows here as well as in P. Berlin 7054, 7;

7058, 7 the determinative of the house; for the possible meaning of this place name see *Introduction*, pp. 440-2. If this suggestion is accepted, one may speculate whether there may not be a parallel with the Egyptian name of Tebtunis, which reads *dmy Sbk T*³ *nb*-*tni*, *nb tni*, having a mythological background parallel to the idea implicit in the name of the Dimê god *nb P*^cy (" the Lord of the *Pāy*land "); hence, as far as Tebtunis is concerned, the meaning may be " the Land of the Lord of the Rising-Land ".

²⁶ For this form of the Crocodile god see Introduction, pp. 439-40.

 27 'd (cf. B, line 7) is used without article. See also P. Cairo 30617, 3. In the use of this term a distinction seems to have been made between 'd, conveying a proper geographical concept, and 'd, describing the site of a dromos, the latter being always used with the definite article (cf. Ryl. iii. 299, n. 6 and JEA, xlv. 70, n. (27)).

²⁸ t^3 hny: cf. Gardiner, AEO, i, *7, P. Wilbour, Comm. pp. 29 ff.; Nims, JEA, xxix. 37 and xxxiii, 92; all the Dimê examples give the spelling hny for $\rho\omega\pi\epsilon$ (cf. Crum, CD. p. 690).

²⁹ Mē-wr, cf. Grenfell-Hunt, P. Tebt. ii. 396 ff.; Gardiner, P. Wilbour, Comm. pp. 29 ff.; 44 ff.; 128 ff. This form of writing the name is attested from the time of Ptolemy IV Philopator (cf. P.B.M. 10750, 4; cf. also Ryl. iii. 299, n. 7).

³⁰ Hyrky, for the Greek ' $H\rho a\kappa\lambda\epsilon i\delta ov$; the demotic spellings of the Greek name are quite absurd, see below p. 482, l. 8.

³¹ For the standardized topographical description of all the Fayyumic towns, cf. Spiegelberg, ZAS, xliii. 84, n. 4; *P. Strassburg*, 45, n. 4, 5; *CCG*, ii. 41, n. 2; Krall, WZKM, xviii. 120; Sethe, *Buergsch.* p. 438, no. 38, and *Introduction*, p. 438.

³² Traces of *nt iw n³ hyw* are still perceptible; cf. *B*, line 8, which gives the spelling *he* (cf. *JEA*, xlv. 73, n. 42) both these spellings being an equivalent of the Coptic $\underline{\mathbf{w}}^{(SBF)}$, cf. Crum, *CD*, 547.

 33 p³ 'wy p³ inh nt hry, "the house and the courtyard aforesaid". The two words are juxtaposed in the description of the measurements and adjacent plots. In view of the fact that the expression nt hry occurs only once (see in particular P. Berlin 7058, 9.10.11.12.13.14), it seems probable that in the wording of Dimê contracts this formula was employed to convey the idea of a single complex and has the meaning "property"; supporting evidence is to be found in P. Vindob. 6933, B, 10. See also P. Mich. 249, 3-4; P.B.M. 10750, 5 of the year 9 of Ptolemy IV Philopator, which contains the earliest evidence for it; and Introduction, pp. 459 ff. See also Studies V.

³⁴ -mne is certain at the beginning of the line; for the full form see B, line 10.

³⁵ A difference has been noticed in the description of the properties on the southern side of the house; 'wy (-house) is paralleled by the expression p,' 'wy + p,' in h.

³⁶ To read p^3 myt nt pr according to B, line 11; myt is used as a masc. noun (cf. Erichsen, Gloss. p. 153); myt nt pr as the demotic equivalent of the Greek $\xi \delta \delta s$ (cf. P. Mich. 250, 4 and 253, 6, which give an alternative p^3 myt pr r-hnw bnr, "the road leading in and out ", which is closer to the Coptic parallel MOEIT-EBOX,

MOEIT-E Sorn (Bonly), cf. Crum, CD, 188). But all these late examples preserve

the earlier spelling for MOGIT. For the importance of the roads adjacent to houses cf. in particular P. Cairo 30612, 3-4 and for the rights connected with the use of these roads *Studies V*.

For the technical meaning of pr (" to open " or " to lead "), cf. Thompson, FAS. Gloss, p. 100; P. Cairo 50058, 3; P.B.M. 10522, 3 and P.B.M. 10589, 8, where pr seems to imply the idea of having the right to go out to the particular road. See also Glanville, Griffith Studies, p. 160; Cat. B.M., i. 8, n. (m).

³⁷-imy is certain; for the full form see B, line 12.

³⁸ $T\check{s}$, rendered in Greek by $T\epsilon\sigma\hat{\eta}s$ (cf. Ryl. iii, 464). The name is curious and it is unlikely that it can be connected with $t\check{s}w$, "deserter" (cf. Wb, v, 329, 14 considering the compound name $T\check{s}$ -nfr, cf. below, p. 479, n. 46 and 485, n. 7).

³⁹ For the legal idiomatic meaning of the expression *nt* hr *n³j.f* hrdw, cf. *JEA*, xlv. 72, n. (36) and (37). hrdw, lit. "children"; the meaning "heirs" seems to be required by the context.

⁴⁰ r m.h. For the interpretation given see Glanville, P.B.M. 10616, 4, in Griffith Studies, pp. 154, 156.

⁴¹ The end of the text has suffered much damage; the reading 3t sp nb is certain and suggests that one restore the missing portion in accordance with P. Ryl. 11, 3 (end) (cf. Ryl. iii. 259); the two subsequent clauses, however, were not included in late contracts. Cf. also P. Ryl. 18, 5 (= Ryl. iii. 275).

⁴² For the list specifying members of a family introduced into the clause of stipulation, cf. Thompson, FAS, p. 38 and P. Ryl 17, 6; it is clear that in this respect a distinction has been made between any eventual claimant ($rm nb n p^3 t^3$) and members of the family, the rm n mhwt.

⁴³ The actual wording of the last clause was restored with the help of P. Berlin 7058, 15-18. The wording of the final clauses does not follow the standardized type of Ptolemaic deeds. The original wording of the clauses confirming that the rights to the property in question passed from the first contracting party to the second together with all the deeds pertaining to the property (the knbwt n 'wy nb, cf. P. Ryl. 18, 6) was replaced by a list specifying the names of various legal documents. For the complete version of these clauses see in particular P. Ryl. 11, 6; 12, 5 and 18, 5-6. These clauses were, however, retained in the wording of Memphite contracts until the middle of the first century B.C., cf. P.B.M. 10075, 5 (= JEA, xlv. 61-62). See also Studies V.

⁴⁴ The text does not have the signature of the scribe or the demotic subscription, cf. *Studies V*. The endorsement in the Greek abstract is also brief and contains a mere statement that the documents had been registered with the record office in Soknopaiou Nesos. Cf. *Ryl.* iii. 171.

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THE LATE EGYPTIAN DOCUMENTS

(B) CONTRACT OF RENUNCIATION OF CLAIM (Transliteration)

Date

(1) h3t-spt 15.t tpy šmm ssw 19 Tybrwys Kysrws Sbsty [p3 ntr] p3 šri [p3] ntr

Contracting parties

(2) dd shmt Hri.w s3t n Rhs mwt.s T3j.n-P3-dj-Sbk iw.s dd w'r3 n shmt
(3) Hysry' s3t n Wn-nfr mwt.s Hri.w t3j.y šrit

Main part of the contract dy.y ww⁴⁵ r-hr.t t³j.t (4) t³t 2.t hn t³t 5.t t³t 2.t 'n p³j 'wy nt kd iw.f grg sy sbe iw.f whm n (5) ht 2.t hn' p³j.f inh nt ir n.f i³bty nt-iw wn w't ret kd hn.f hn' n³ nt nb nt hn.f (6) iw.f n wš-pš nt hr t³ ewet imnty dmy Sbk T³-my n Sbk nb P³y (7) p³ ntr '³ nt hr 'd mhty t³ hnyt Mē-wr [nt] hn t³ t³t Hyrky (8) p³ tš ³rsyn' nt iw n³ hew p³j 'wy irm p³j.f inh nt hry ir mh-ntr (9) pr-rs pr-mhty hr ht mh-ntr pr-imnty pr-i³bty n³ hynw p³j 'wy irm p³ j.f inh nt hry (10) rsy p³ 'wy Tše-nfr⁴⁶ P³-R'-mne nt hr n³j.f hrdw irm p³

(10) rsy p_3° wy I se-nfr⁴⁰ P₃-R⁻-mne nt <u>h</u>r n₃].j <u>h</u>rdw irm p_3° 'wy irm p_3° inh shmt T₃j.n-'Ist (11) t₃j.t snt mhty p_3° [m]yt (<u>nt</u>) pr nt iw.t wn r₃ r-r[.f] mtw.t pr r-r.f imnty (12) p_3° wy shmt T₃j.n-'Ist s₃t n P₃j-n₃w-nfr-imy⁴⁷ i₃bty [p₃] 'wy irm p_3° inh n (13) T[sy-nfr] Nht-nb.f nt <u>h</u>r n₃j.f <u>h</u>rdw

r mḥ n³ hew irm n³ hynw p³j 'wy irm p³j.f inh nt hry⁴⁸ (14) nt iw t³j.t tit 2.t hn tit 5.t nt hry hn.f 'a-int.t [n-dt].tj.y⁴⁹ r-db³-hd

iw[.y] ir n.t s \underline{h}^{50} (15) r- $\underline{d}b_3$ - $\underline{h}\underline{d}$ s \underline{h} w'y r-r.w \underline{h}_3 t-spt 15.t tpy šmm ssw 19 nt \underline{h} ry mtw.[y] ir n.t p_3 hp p_3 s \underline{h}^{51} wey nt \underline{h} ry (16) p bnr p_3 [h]p s \underline{h}^{52} r- $\underline{d}b_3$ - $\underline{h}\underline{d}$

r mh sh 2 a-ir.y n.t r-r.w mtw.y ir n.t p3j.w hp hty 3t mne

(Translation)

Date

(1) Regnal year 15, the 19th day of Pakhons of Tiberios Kaisaros Sebastos, [the god] the son of [the] god.

Contracting parties

(2) Hath declared the woman Herieu, daughter of Lahos, her mother being Tapetesuchos, acknowledging to

the women (3) Eisarous, daughter of Onnōphris, her mother being Herieu, my daughter.

Main part of the contract

I renounce⁴⁵ claim upon thee in respect of thy (4) two shares out of five shares, it $\langle \text{being} \rangle$ two shares again, of this house which is built, which is fitted with beams and doors, which is (5) two-storeyed, and

its courtyard forming its eastern side, there being a workshop built in it and all that pertains to it (as revenues), (6) it being undivided, which is in the western district of the Town of Suchos, the "New-Land" of Suchos, Lord of the $P\bar{a}y$ -land, (7) great god, which is on the northern shore of the swampy land Moeris, [which] is in the division Heraki (8) of the Arsinoite nome.

The measurements of the property and its courtyard aforesaid made divine cubits (9) from south to north by divine cubits from west to east.

The plots adjacent to the property and its courtyard aforesaid are:

(10) south: the house of Tesenōphris⁴⁶ son of Phremmenis which is hereditarily held by his heirs and the property of the woman Taēsis, (11) thy sister;

north: the road of exit to which thou mayest open the door and go out;

west: (12) the house of the woman Taesis daughter of Panephremmis;47

east: the property of (13) Tesēs son of Nektenibis which is hereditarily held by his heirs,

which completes the (survey of the) measurements and boundaries of the property and its courtyard aforesaid⁴⁸ (14) in which are included thy two shares out of five shares aforesaid which thou hast bought [from] me.⁴⁹ [I] am to draw up for thee the contract⁵⁰ (15) of sale together with the contract of renunciation of claim in respect to them in the year 15 the 19th day of Pakhons aforesaid, and [I] am to observe on thy behalf the rights (conferred by) the contract⁵¹ of renunciation of claim aforesaid (16) beyond the rights⁵² (conferred by) the contract of sale.

In all, two contracts which I drew up on thy behalf in respect of them. And I shall observe regarding thyself the rights (conferred by) them voluntarily without delay.

⁴⁵ ww, id. P. Vindob. 6933, B, 4 for the qualitative of the 1st p. sing. (cf. Ryl. iii. 340), but the infinitive gives the spelling $w^{c}y$ (cf. 1, 15, 16, and P. Berlin 7058, 15, 16).

To translate the clause of renunciation of claim the suggestions of Nims (cf. *JNES*, vii. 247, 248, n. 1) were adopted. This statement is a kind of acknowledgement by the first party that the ownership and all the rights laid upon the property or a part of it had been conveyed to the second party.

⁴⁶ Tš-nfr, rendered in Greek by Tεσενοῦφιs. Cf. P. Ryl. 45, 3, P. Berlin 7058, 4 and Ryl. iii. 300, n. 7 and Preisigke, Namenbuch, 430.

⁴⁷ *P³j-n³w-nfr-imy*, cf. Doc. no. 2, below, p. 484, n. 2.

⁴⁸ With the exception of the initial clause of this contract it is clear that as far as the clause on line 14, no distinction has been made between the wording of the Contract of Sale and the wording of the Contract of Renunciation of Claim. The same procedure has been noticed in the drafting of contemporary contracts from Tebtunis.

⁴⁹ For in n-dt.-...r-<u>db</u>³-<u>h</u><u>d</u> conveying the sense "to buy", cf. Sethe, Buergsch. pp. 268-9; Peet, Griffith Studies, pp. 122 ff.; also P. Ryl 15, 2; P.B.M. 10526, 4 and P. Cairo 30617, 4.

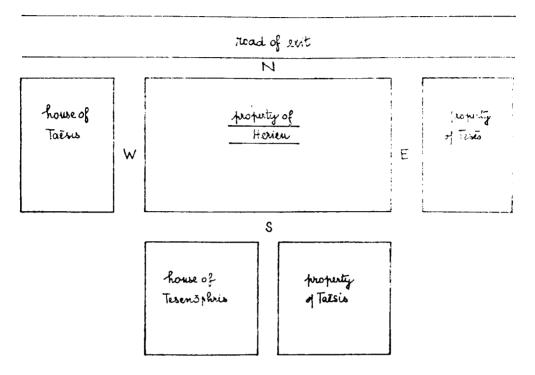
⁵⁰ir p^3 sh, lit. "to make a writing", a common legal formula which replaced the simple sh = "to write a title or deed" (cf. Ryl. iii. 224, n. 1 and P. Cairo 50058, 8-9) in the Ptolemaic contracts. The last clauses of this contract are written in the present tense; *id.* in P. Cairo 30617, 4-5, from the time of Ptolemy Alexander I. This contract shows exactly the same wording in the final part of the deed; in contrast to the Dimê records it only adds the specification of the property conveyed, see also Studies V. For the full wording of the final clauses see P. Ryl. 13, 4; 14, 2-4; 17, 6-7; 24, 10-15.

⁵¹ ir p³ hp p₃ s<u>h</u>. lit. "to make the rights of the documents"; for hp ("rights of the written document"), of which the earliest evidence known dates from the year 237 B.C. (P. Philadelphia 20, cf. Spiegelberg, ABAW, N.F.I, (1929), Sethe-Spiegelberg, ABAW, N.F. iv (1929), 5. 6-7, Sethe, Buergsch., p. 40, n. 2 and p. 85, § 41d; Glanville, Cat. B.M. i. 6, n. (g) and Nims, JNES, vii. 251, 258; see also P. Ryl. 24, 10 and P.B.M. 10523, 2).

ir, the sense required by the context may be "to observe", to observe the rights conveyed by the contract; its use may be paralleled by that of *ir* in the expression *ir mdt*, "to observe the provision or rule" (cf. JEA, xlv. 73, n. 49).

 5^{2} n p³ bnr p³ hp. lit. "outside the rights"; for the derivative meaning of p³ bnr ("outside", i.e. "independent of", "beyond"), cf. Crum, CD, 34 and

P. Mich. 347, 8: n^{3} nt iw.y dj-hpr.w n bnr n^{3} titw p^{3} wy $p^{3}j.y$ it, "that which I shall yet acquire beyond (lit. outside) the shares of the house of my father", which clearly shows the derivative meaning of p_{3}^{3} bnr.



The property dealt with here may schematically be pictured as follows :

DOCUMENT No. 2 P. BERLIN 7058 Year 16 of Tiberius (A.D. 30)

See Spiegelberg, DPB, pl. 47 and p. 23 for a brief account of the contents.

The papyrus, measuring 25.5×24 cm., is medium brown in colour, with a smooth surface on both sides and shows all the characteristic features of late Fayyumic papyri. Slightly more than half of the original sheet only has been preserved. The right-hand portion, including the first leaf and much of the second has been torn away; a small strip only, to the right of the joint of the second and third leaf has survived. The third leaf is complete, with small gaps only in the upper part of the last leaf.

The demotic text is written on the recto only by a hand closely similar to that in P. Ryl. 44. It is unlikely, however, that we have the same scribe in both instances. In spite of the general similarity, the second hand exhibits a somewhat larger and less elegant type of writing. It can, however, be taken as another specimen illustrating the type of the Dimê demotic hand of the first half of the first century A.D.

The two contracts were, as in P. Ryl. 44, endorsed side by side on the upper part of the sheet, followed by the Greek text of the abstract, of which very little remains. From these two contracts, only that of the Renunciation of Claim has been preserved complete. Ends of the lines of the Contract of Sale can still be seen on the joint of the second and third leaf. This circumstance does not prevent us from obtaining some idea of the transaction. It is concerned with the conveyance of a guarter part-share of a house in the western district of Dimê made by a woman named Tapiomis, daughter of a Dimê man named the Master of Lustration (nb wb) Panephremmis, to a Superintendent of the Lake (hru šu) Panephremmis son of Tesenophis. It is, however, difficult to claim that we have here the same family which is referred to in P. Rvl. 44, line 12. Panephremmis was a common name and evidence is lacking to prove their identity. Moreover, no connection can be established between the blocks of houses described in each of the contracts concerned and it is difficult to say whether this family lived in the neighbourhood of Lahos' family. This papyrus is the only record known referring to the history of Panephremmis' estate which has been identified.

The demotic text does not include either the signature of the scribe or the demotic subscription. Unlike P. Ryl. 44 this contract provides evidence of the agreement given by the husband of the first contracting party.

CONTRACT OF RENUNCIATION OF CLAIM (Transliteration)

Date (1) h3t-spt 16 ibd 4 iht ssw 15 Tybrwys Kysrws Sbsty¹

Contracting parties

(2) $\underline{d}d$ shmt $T_{j,n-}[P_{j}]$ -imy² s³t n nb w⁶b³ $P_{j-n}w$ -nfr-imy mwt.s $T_{j,n-bw-e-ir.w-thy^4}$ (3) iw.s $\underline{d}d$ w⁶ r³ n⁵

nb w'b ḥry šy W3d-wr N3w-nfr-iry-šty⁶ (4) P3j-n3w-nfr-imy Tš-nfr⁷ ḥm <mwt.f> '<T3jin-> Iw.f- 'nḥ-t3-ḥm⁸

Main part of the contract

dj.ywwr-r.k (5) $t_{j.k}$ tit 1/4 [nt] ir tit w't hn tit 2.t tit 1/4 'n p_{j} 'wy nt kd iw.f grg sy sbe (6) [iw.] f whm ht 2.t hn^c p3i.f inh [nt] ir n.f rsy hn^c n³ nt nb nt hn.f iw.f n wš-pš nt hr t3 ewet (7) imnty dmy Sbk [T3]-my n Sbk nb P3y p3 ntr 3 nt hr p3 'd mhty t3 hny (8) Mē-wr nt hn t3 tit Hykrty p3 tš 3rsyn' nt iw [n³] (9) hew p³j 'wy p³j.f inh nt hry ir mh-ntr pr-rsy pr-mhty hr ht . . . mh-ntr (10) pr-imnty pr-i3bty⁹ n3 hynw p3j 'wy irm p3j.f inh nt hry rsy p3j 'wy p3j.f inh (11) T3j.n-'Iw.f-'nh -t3-hm irm(?) w' tit m'10 'wy hr [....] Hrywmḥty p³ myt ḥn' pr^{11} (12) mtw.k pr^{12} r-r.f irm rmt nb nt iw.w ir shy n-im.f¹³ š³ p³ hr-Pr-'³ i³bty¹⁴ imnty 'wy irm (13) p_3 in h_1 [....]-imy h_m nt h_r n_3j_1 hrdw isbty psj.k 'wy irm psj.K inh (14) r mh n3 hew irm n3 hynw p3j wy irm p3 inh nt hry [nt iw] t3j.k tit 1/4 hn t3j tit-pš (15) nt hry hn.f15 'a-in.k r-dt.tj.y r-db3-hd iw.y ir n.k sh r-db3-hd sh-w'y r-r.f n (16) h3t-spt 16 ibd 4 iht ssw 15 nt hru p_3 nt iw.f iy r-r.k r-db₃.tj.w iw.y dj-w'y.f r-r.k hty (17) 3t mne mtw.u di-w⁶b r-r.k sh nb knbt nbt hp nb wpy nb mdt nbt (18) p_{3}^{3} t3 n-t3j n3 hrw r-hry š3° dt iw p3j.s hy nb wb Tš-nfr P3j-n3w-nfr-imy16 (19) T3-htp(?) $[\ldots \ldots ...]^{17}$ iw.f' h' sh¹⁸ h' ty.y mty $[\ldots ...]^{19}$ ti t 1/4 h ti tit-pš nt sh hru

(Translation)

Date

(1) Regnal year 16 the 15th day of Khoiakh of Tiberios Kaisaros Sebastos.¹ Contracting parties

(2) Hath declared the woman Tapiomis,² daughter of the Master of Lustration³ Panephremmis, her mother being $T^{3}j.n-bw-e-ir.w-thy$,⁴ (3) acknowledging⁵ to

the Master of Lustration Superintendant of the Lake $W^3 \underline{d}$ -wr of Nefer-shaty⁶ (4) Panephremmis son of Tesenōphis,⁷ the Younger, <his mother being $T^3 j.n->'Iw.f-`nh$, the Younger.⁸

Main part of the contract

I renounce claim upon thee (5) regarding thy 1/4 share which makes one share out of two shares, it being a 1/4 share again,

of this house which is built, which is fitted with beams and doors (6) which is two-storeyed and

its courtyard which forms it southern side and

all that pertains to it (as revenues), it being undivided,

which is in the western district (7) of the Town of Suchos, the "New-Land" of Suchos Lord of the $P\bar{a}y$ -land, great god,

which is on the northern shore of the swampy land (8) of Moeris, which is in the division Herakleides of the Arsinoite nome.

[The] (9) measurements of this property aforesaid make divine cubits from south to north by divine cubits (10) from west to east.⁹

The plots adjacent to the estate aforesaid are :

south: the property of (11) $T^{j}j.n-'Iw.f-'nh$ the Younger and (?) one pertaining to the site¹⁰ of the house held by [.....] son of Herieu;

north: the road of exit¹¹; (12) and thou mayest go out¹² to it with any one having authority to go out¹³ as far as the Eastern King's Street¹⁴;

west : the property (13) of [.....].mmis the Younger which is hereditarily held by his heirs;

east : thy property

(14) which completes the (survey of the) measurements and boundaries of the property aforesaid,

in which is included thy 1/4 share out of this part-share (15) aforesaid¹⁵ which thou hast bought from me.

I am to draw up for thee the contract of sale (and) the contract of renunciation of claim in respect to it in (16) the year 16 the 15th day of Khoiakh aforesaid.

As to him who shall come to have claim upon thee on account of it, I will make him to renounce claim upon thee voluntarily (17) without delay.

And I will set (it) free for thee from any contract, any deed, any provision, any judgement, any claim on earth from these days onwards and for ever.

It has been written.¹⁸ I agree in full heart [.....]¹⁹ this 1/4 share out of this part share aforesaid.

NOTES TO THE COMMENTARY

¹ The same spelling as in P. Ryl. 44, cf. above, p. 470, n. 2. The title p³ ntr p³ sri p³ ntr (" the god son of the god ") has been omitted.

² $T_{j-n-[P_j]-imy}$, according to the Greek equivalent $Ta_{\pi\iota\omega\mu\iota s}$, cf. Preisigke, Namenbuch, p. 415. Another interpretation is possible. J. W. B. Barns points out the occurrence of the $\pi a \omega \pi a \sigma \iota \mu v$ in P. Antinopol. 43.

-imy as a formative of personal names was very common in Dimê. See in particular the name Panephremmis, in Greek $\pi a \nu \epsilon \phi \rho \epsilon \mu \mu \iota s$. Cf. Preisigke, ibid. p. 268 and P. Ryl. 44, 12; 45, 3; P. Vindob. 6933, 14 and in this document lines 2, 3, 19. The meaning of *imy* is problematic, cf. Spiegelberg, *P. Strassburg*, p. 18, n. 2 and Griffith, *Ryl*. iii. 300, n. 2 and 327, where the interpretation "fist" is suggested.

In this instance the word shows clearly the determinative of water, sea and lake:

This would give a satisfactory meaning for the personal name $T_{j,n}P_{j-imy}$, "Daughter-of-Him-of-the-Sea", or eventually of the "lake". This meaning, however, seems to be less plausible for the name Panephremmis, unless we admit that there is in the background a mythological allusion to the *nfr-imy*, "the beautiful (or blessed) of the sea". This may be possible, as the name was popular in the Fayyum; cf. Erichsen, Gloss. 50 and Crum, CD, 77. I wonder if, on the other hand, *imy* does not convey here the meaning "character", "nature" or "soul" (cf. Erichsen, Gloss. 5), since none of the instances quoted in the Dimê texts shows the determinative of water, sea or the like. The meaning of the name would then be "Son-of-Him-blessed-of-soul" (or "nature").

 3 nb w⁶b, Master of Lustration, only occurs here; for the meaning, cf. Introduction, pp. 451 ff.

⁴ $T_{j.n-bw-e-ir.w-thy: bw-e-ir.w thy, lit. "they will not commit sin"; as a personal name this is a curious one and no other evidence regarding it is known to me.$

⁵ For the formula of acknowledgment, cf. above, p. 471, n. 8.

⁶ For the title *hry šy*, cf. Introduction, pp. 451 ff.; no other document has come to light to improve on this hypothetical interpretation. This instance of

hry shows an interesting form of writing:

Lake of Dimê see Introduction, pp. 453 ff.

⁷ Tš-nfr, cf. above, p. 479, n. 46.

⁸ The writing is not clear; the name of the mother of the second contracting party should be given here; probably there is an omission in the text; Iw.f-`nh only, presumably $T^{3}j.n-$, has been omitted; cf. line 11 where the name reads $T^{3}j.n-'Iw.f-`nh$ t³ hm; it is possible that in both instances we have the same person.

⁹ For the recurring description of Dimê properties see above, p. 475.

¹⁰ The text reads w° only; presumably it refers to another house. See above, p. 470. There are usually two houses mentioned on the southern side of the property.

*m-s*³ conveying most probably the meaning "to pertain", cf. Nims, *JEA*, xxiv. 78 and *JEA*, xliv. 94, n. (j).

 m° , lit. "place", describes here the site of a house, cf. P. Mich. 249, 6. For the technical meaning of hr, cf. above.

¹¹ For myt-pr, cf. above, p. 475, n. 36, and Studies IV for the rights laid upon the road in the vicinity of private houses.

¹² For the technical meaning of pr, cf. above, p. 476.

¹³ To read *nt iw.w ir shy* $\langle n \rangle$ *pr r-r.f*; the writing is not quite clear. For a similar use of the expression *ir shy*, *cf.* P. Mich. 253, 7. There is in this statement a clear reference to the privileged use of this road, which extended as far as the Eastern King's Street; this is the only instance which has been found in Dimê contracts.

¹⁴ p³ hr Pr-³ shows the determinative of the house following the name of the king; cf. below, Doc. no. 3 (p. 491, n. 17).

ibty, qualifies the King's Street. This is the only evidence of this organization which has been found in Dîme documents.

¹⁵ <u>hn</u> is employed with a partitive meaning; the second instance of <u>hn</u> in this statement must convey the meaning "included" with reference to a part share of a property (cf. line 15 of this text; P. Mich. 249, 3; 250, 4; P. Vindob. 6933, 14-15; P. Ryl. 45, 7-8).

¹⁶ Unlike the majority of Dimê contracts, this document provides evidence of the clause of consent by the third party, who was a relation of the first contracting party. For the various types of clauses of consent in general see Sethe, *Buergsch.*, pp. 683 ff. The wording of Dimê clauses seems to have been similar to those found in Siut contracts (cf. Thompson, *FAS*, p. 45, n. 39).

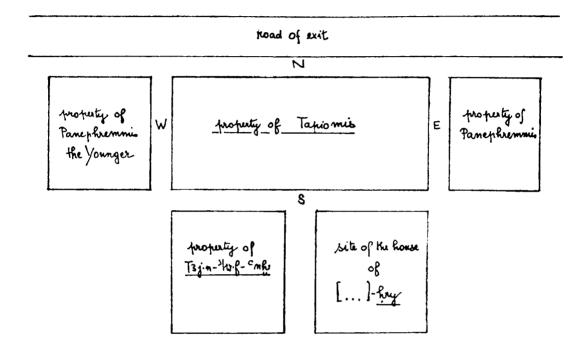
iw p³-e.s: p³e.s gives the spelling of Coptic $\pi \in c$.

¹⁷ The writing has been damaged at the beginning of the line. Judging from the context there should be the name of the husband's mother here; the missing part should also have included the term dd, "to state".

¹⁸ sh. The real meaning of this statement is doubtful. Cf. Thompson's view in FAS, p. 45, n. 39.

¹⁹ The ink has been rubbed off; probably only the preposition n.

The property dealt with here may be pictured as follows :



DOCUMENT No. 3 P. RYL. 45 Year 2 of Claudios (A.D. 43)

See Griffith, Ryl. i. pl. 85; iii. 173-8, 301-3, 317.

The papyrus, measuring 40.5×29 cm., is light brown in colour, transparent and fragile, as is most late Fayyumic papyri. It shows a smooth surface on both sides and a delicate fibre texture. It has survived in three leaves, the first consisting of 9 cm. only, the second being almost complete and measuring 18 cm., and the third preserved complete only in its lower portion.

The papyrus has come down to us in a lamentable state; the upper margin is missing and the top of the part remaining damaged. There is a not inconsiderable number of holes in the centre and throughout the whole of the lower part; the lefthand upper portion, including a substantial part of the demotic text, is lost.

The texts were written on the recto only, the verso being left blank. The two demotic contracts occupy the upper portion extending to the left. A Greek text of a loan was endorsed on the righthand margin at the side of them and the abstract in Greek beneath the demotic texts. In this instance it can be clearly seen that the Greek texts were written before the demotic texts of the contracts were endorsed.

The scribe of the demotic texts is known in this case; he was a certain Tesenōphis. His signature does not include any title and it is difficult to say whether or not he was employed as a scribe in the local Grapheion.

His hand is flowing and exhibits a small and rounded type of writing; individual signs seem to indicate a rather delicate touch, but the writing as a whole is hasty, irregular and uneven. This hand is different from the type of demotic writing found in Tiberian times (cf. above, Doc. nos. 1 and 2). No parallel to this type of demotic hand has been found which would antedate the middle of the first century A.D.

The document is concerned with the conveyance of part shares of two houses in the eastern district of Dimê and was, again, concluded within a family of the Master of Lustration $(nb \ w'b)$ and the Superintendant of the Lake $(hry \ sy)$ named Panephremmis, between his two sons Stotoētis and Ef-'ankh. This is the only document preserved referring to the estate of Panephremmis.

The registration docket occurs in the Greek text only, but, unlike the two preceding agreements, this contract has the signature in demotic and provides evidence of the demotic subscription being incorporated into the Greek abstract.

The demotic texts are published here in transliteration and translation; a photograph may be found in *Ryl.* i. pl. 85. The Greek text is not republished; reference is made to the transcription and reconstruction by Grenfell-Hunt in *Ryl.* iii. 175-8.

CONTRACT OF SALE (Transliteration)

Date

(1) h³t-spt 2.t p³ ibd [p³] ntr¹ ibd 4 šmm SSW 22 [Tb]rws [Krw]ts [Kysrs]
(2) Sbs³tjs Krmnks 'a-ir [ir] mhty² p³ ntr [p³ šri] p³ ntr

Contracting parties

 $\underline{dd} \ nb \ w`b \ (3) \ hry \ sy^3 \ [W_3 \underline{d}_]wr \ N_3 w-nfr-ir-sty \ St-[tjw]t^4 \ P_{3j-n_3 w-1} \ [nfr]-imy^5 \ (4) \ mwt.f \ T_{3j.n-n_3 w-nfri-imy} \ iw.f \ \underline{dd} \ w`r_3 \ nb \ w`b \ hry \ (5) \ sy \ W_3 \underline{d}-wr \ N_3 w-nfr-ir-sty \ Iw.f-`nh^6 \ P_{3j.-n_3 w-nfr-imy} \ imy \ (6) \ mwt.f \ T_{3j.n-n_3 w-nfr-imy}$

Main part of the contract mh.ktj.y dj.k mty h3ty.y n (7) swn t3j tit 2.t 'a-[ir ph r]-ir.y⁷ hn t3 tit 7.t $p_{3j.n}$ it p_{3} 'wy⁸ (8) nt kd iw.f grg [sy] sbe hn' p3j.f in[h] rsu⁹ hn⁶ t_{ij} , $t_{it} 2 1/3$ (9) p_{ij} ky 'wy nt $w_{gp^{10}}$ r-ht.f iw.w ir htit 2.t¹¹ iw.w $[hr t^{3} ewe]^{12}$ (10) isbty dme Sbk T3-my Sbk nb P3y p3 ntr [3]¹³ [nt] hr p3 'd mhty (11) t3 hny Mē-wr hn t3 tit Hyrkr[ts p3] tš (12) $3rsne^{14}$ iw n3 hew ir mh-ntr [pr-r]sy [pr-mhty] hr (13) ht mh-ntr p3 imnty p3 i3bty n3 hynw n p3 'wy hwty¹⁵ rsy p3 wrh (14) P3-dj-Hr16 mhty p3 hr n p3 Pr-'317 imnty p3 myt p3 ntr 318 isbty (15) p3 wy Htbs Hr-s3-'Ist19 n3 hynw p3 'wy mh.2 rsy 'wy (16) 'Iw.f-'nh Hr mhty p3 'wy 'Iw.f-'nh-'3 irm n3j.f sn.w [imnty] (17) p³ ^{wy} St-[tjw] Hr isbty p3 hr p3 Pr-3 $r mh [n^3]$ (18) hew irm $n^3 [h] ynw n^3 j$ titw $p^3 j [^cwy] dr. f$ irm $p^3 j. f$ inh20 (19) bn iw.y mdt nbt n p3 t3 r-r.k r-db3-tj.w n-t3j p3 hrw r-hry \$3° $dt bn-py^{21}$ (20) $rh rmt p_3 t_3 ir shy n-im.w n-bnr.k n-t_3 p_3 hrw$ r-hry š³ dt (21) p³ nt iw.f iy r-db³-tj.w m.y iw.y dj-wy.f r-r.k

hty (22) 3t mne

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iw.y dj-w'b[.w] n.k r sh nb wpy nb knbt nbt mdt nbt n p3 t3 n-t3j p3 hrw (23) r-hry š3' dt sh Tš-nfr St.tj.wt²²

(Translation)

Date

(1) Regnal year 2, the month of the god,¹ Mesorē day 22 of [Tib]erios [Clau]dios [Kaisaros] (2) Sebastos Germanikos Autokrator,² the god [son of] the god.

Contracting parties

Hath declared the Master of Lustration, (3) the Superintendent of the Lake³ Great-[Green] of Nefer-shaty Stotoē[tis]⁴ son of Panephremmis,⁵ (4) his mother being Tanephremmis, acknowledging to

the Master of Lustration Superintendent (5) of the Lake of Great-[Green] of Nefer-shaty Ef-'ankh⁶ son of Panephremmis, (6) his mother being Tanephremmis.

Main part of the contract

Thou hast paid me in full. Thou hast caused me to agree in full heart to (7) the price of my two shares [falling to] me from our father's seven shares of the house⁸ (8) which is built, which is fitted with [beams] and doors together with

its southern⁹ courtyard together with

my 21/3 share of (9) the other house, which is partly ruined,¹⁰ they being two circumscribed areas,¹¹

they being [in the eastern district] of ¹² (10) the Town of Suchos, the "New-Land" of Suchos Lord of the $P\bar{a}y$ -land, [great] god,¹³ [which] is on the northern shore (11) of the swampy land Moeris in the division Herakleides of the Arsinoite (12) nome.¹⁴ The measurements make divine cubits from [sou]th to [north] by (13) divine-cubits from west to east. The plots adjacent to the first¹⁵ house are :

south : the waste land (14) of Petehor ;¹⁶

south: the waste land (14) of relend

north : the King's Street17;

- west : the processional path of the great god¹⁸;
- east : (15) the house of Satabous¹⁹ son of Harsiese.

The plots adjacent to the second house are :

south: the house (16) of Ef-'ankh son of Hor;

north: the house of Ef-'ankh the Elder and his brothers; west: (17) the house of Sto[toētis] son of Hor;

east : the King's Street

which complete the (survey of the) (18) measurements and adjacent plots of the shares of the whole [house] and its court-yard.²⁰

(19 I have no claim on earth upon thee on account of them from this day onward and for ever.

No man²¹ (20) on earth shall be able to exercise authority over them except thyself from this day onward and for ever.

(21) As for him who shall come (to have claim) upon thee on account of them in my name, I will make him to renounce claim upon thee voluntarily (22) without delay.

and I will set them free for thee from any contract, any judgement, [any deed and any claim] on earth from this day (23) onward and for ever.

Written by Tesenophris son of Stotoetis.22

NOTES TO THE COMMENTARY

¹ p^{3} *ibd* p^{3} ntr is the Roman name of the month of Mesorē, cf. P. Vindob. 6933, 1 and P. Berlin 6857, 1 provide evidence of an extended use of the name, cf. Griffith, *Ryl.* iii. 173, n. 1. The missing part of the dating formula had been completed according to P. Berlin 6857, 1.

² The reading 'a-ir mhty is certain; the following words are hardly visible, but the reading p^{2} ntr p^{2} šri p^{2} ntr is confirmed by B, line 1.

³ For the two Dimê titles and the Lake of Nefer-shaty see Introduction, pp. 451 ff.

⁴ The name Stotoëtis ($\Sigma\tau\sigma\tau\sigma\eta\tau\iota s$), here damaged and restored according to the spelling on l. 23, shows in the demotic texts two forms of writing: either *St.t-wt* or *St.twtj-wt*; the earliest evidence known occurs in P. Ryl. 25, I, 5. Cf. also Spiegelberg, P. Strassburg, 6, l. 4; *Ryl.* iii. 191; 282, n. 3.

⁵ The family of Panephremmis, in particular his two sons Stotoëtis and Ef-'ankh (Apunkhis), are not referred to in other demotic records. It is, however, possible that they are the same individuals as those mentioned in P. Rainer, Gr. 242, l. 27 of the year A.D. 40.

⁶ 'Iw.f-'nh (Greek $A\pi v\gamma\chi is$, $E\pi\omega vv\chi o$) remained popular as well as the name Hor at that late stage of history on the evidence of the names of owners of neighbouring houses, cf. below, lines 14-17. ⁷ The text gives iw.w ph (in B, l. 6) instead of the usual 'a-ir ph; probably for * $ev-mag\tau$, already pointed out by Griffith, Ryl. iii. 302, n. 12; r-ir.y for epoi can clearly be seen in the original.

⁸ The object of the transaction is a part share of an already existing part share of the father's house; cf. *Studies IV*. For the standardized description of private houses see above, p. 473 and 475, n. 33.

⁹ rsy only instead of nt ir rsy (cf. B, l. 7).

¹⁰ wgp, $\sigma \omega \sigma \pi$ in Coptic, cf. Ryl iii. 302, n. 1, Crum, CD, 513, mainly BP 11349. The occurrence is interesting here; it conveys the idea that the house was abandoned or neglected inside or partly ruined. It contrasts with the recurring expression *nt kd iw.f grg sy sbe*, (" which is built, which is fitted with beams and doors ") and confirms the significance of this expression already suggested above, p. 473, n. 19.

r-ht.f, cf. Crum, CD, 642; this evidence is closer to the later spelling, in contrast with the use of hn quoted above, p. 474.

¹¹ hty (cf. B, l. 8), which gives a much clearer form of writing; 2.t refers to the two houses described; this evidence of hty offers an interesting example of the technical meaning of hty = "circumscribed area", "a square plot occupied by a structure", like houses with their subsidiary structures. Cf. Ryl. iii. 275, n. 7; 381 and Erichsen, Gloss., 371; hty may be used to contrast m while conveying the meaning "building site" (cf. above p. 485 n. 10).

 12 This property settlement does not include the third item of the specification (cf. above, p. 474, n. 21).

¹³ To read according to B, l. 10.

¹⁴ For the topographical description, cf. Introduction, pp. 438 ff.

¹⁵ hwty, cf. Coptic port; the reading is certain.

¹⁶ The writing is imperfect but the reading P³-dj-Hr is paleographically admissible against Griffith's suggestion Pren-<u>he</u>, cf. Ryl. iii. 302.

¹⁷ $p^3 hr^3 p^3 Pr-3$. The whole expression is to be taken as a single technical term, since it shows again the determinative of the house following Pr-3 preceded by the definite article. On the evidence of these late texts it is clear that the expression must be contrasted with myt, "road", describing the side roads within the town only.

¹⁸ p³ myt p³ ntr ³. Cf. Erichsen, Gloss., 152, unlike Griffith's reading p³ myt pri, cf. ibid. p. 302, the only evidence in Dimê contracts. Possibly there is a reference to a path leading to a sanctuary built among the private houses which may have been consecrated to the Crocodile god, considering the occurrence of the adjective ³, "great".

¹⁹ Htb, rendered as $\Sigma ara \beta ovs$ in Greek. Cf. P. Vindob. 6933, A. 13 = B, 10, P. Berlin 7057, 3; Ryl. iii. 302, n. 6. There is no authority for identifying this individual with a Satabous referred to by Wessely (Spec. isag., p. 6, no. 23) who was a high priest in Dimê according to Krall (cf. WZKM, xviii. 120).

²⁰ The writing has been partly rubbed off. From the traces remaining the following reading may be suggested: n^3 titu p^3j dr.f irm p^3j .f inh; p^3j is here curious. Griffith suggested (cf. Ryl. iii. 302, n. 7) taking it as the Coptic spelling

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of $p_j^* wy = \pi H J$. This is possible since the demonstrative pronoun is used in this text instead of the definite article; but the word 'wy (" house ") may have been omitted. The reading *irm* $p_j^* j_j f_j$ *inh* is certain. The text reads *bn. iv.y* instead of [mn] mtw.y.

²¹ The text reads bwpw- (ATE) instead of bn iw (HHE), cf. Ryl. iii. 302, n. 10.

 22 The reading $T \check{s}$ -nfr St.tj.wtj is certain, but it is not possible to say whether or not he was a relative of the family of the contracting parties. The occurrence of the name Stotoētis suggests that he may have been the son of the first contracting party, but supporting evidence is lacking.

CONTRACT OF RENUNCIATION OF CLAIM (Transliteration)

Date

(1) [h3t-spt] 2.t p3 [ibd p3 ntr ibd 4 šmm ssw 2]2 Tbrws Krwts Kysrs
(2) [Sbs]ty K[r]mn[ks'a]-ir mhty [p3] ntr p3 šri p3 ntr

Contracting parties

[dd nb w'b hry šy (3) W3d-]wr N3w-nfr-ir-šty St-wt-t3-wt P3jn3w-[nfr-imy mwt.f (4) T3j.n-n3w]-nfr-ir-imy i[w].f dd w' r3 n nb [w'b hry šy W3d-wr (5) N3w-nfr-]ir-šty 'Iw.f-'nh P3j-n3wnfr-[imy mwt.f T3j.n-n3w-nfr-imy

Main part of the contract

(6) tw.y] wwey²³ r-r.k t3j tit 2.t [iw.]w phtj r-ir.y p3j wy [nt kd iw.f grg sy]
(7) sbe iw.f whm ht 2.t hn'
p3j.f inh nt ir [n.f rsy hn'
t3j tit 2¹/₃ p3j ky]
(8) wy nt [wgp r-ht].f iw.w ir hty 2.t
[iw.w hr t3 ewet i3bty dmy Sbk]
(9) T3-my Sbk nb P3y p3 ntr'3
(nt>hr p3 'd mhty [t3 hny Mē-wr
(10) hn t3 [tit H]yrkrtys [p3] tš
3rs[yn' nt iw n3 hew ir mh-ntr]
(11) r p3 rsy [p3] mhty
hr ht m[h-ntr] r p3 imnty [p3 i3bty
n3 hynw p3 'wy]
(12) hwty²⁴
rsy p3 wrh P3-dj-Hr
mhty p3 hr [p3 Pr-'3
imnty p myt p ntr]
(13) '3
i3bty p3 'wy Htbs Hr-s3-'Ist

n3 hyn[w p3 'wy mh.2

rsy p3 'wy 'Iw.f-'nh s3] (14) Hr mhty p3 'wy 'Iw.f-'nh s3 St-wt-wt [irm n3j.f snw imnty p3 'wy] (15) St-wt-wt Hr i3bty<p3>hr p3 Pr-'3

[$r m h n^3 hew irm n^3 hynw$] (16) $p_{j}^{3} wy 2 nt iw n^3 titw nt hry hn \langle .w \rangle$ 'a-ir.y [$n.k sh r-r.w mn mtw.y mdt nbt n p_{j}^{3} t_{j}$] (17) $r-r.k m.w n-t_{j}^{3} n^3 hrw r-hry s_{j}^{3} dt$

[p_3 nt iw.f iy r-r.k] (18) n rn.y iw.y dj-wey.f r-r.k hty 3t [mne mtw.y dj-w'b.w n.k r sh nb] (19) knbyt nb thp nb wpy nb mdt nbt n [p_3 t3 n- t_3 j p3 hrw r-hry s_3 ' dt]

(20) bn iw rh rmt nb n p_3 t³ ir shy n-im.w bnr.k n-t³j p_3 hrw [r-hry s_3 dt

 $iw p^{3} it t^{3} mwt p^{3} šri t^{3} šrit p^{3} sn t^{3} snt]$ (21) šm šmt hmt iy r-r.k r-db³-tj.w [n rn.y iw.y dj-w'y.f hty ³t mne]²⁵

(Translation)

Date

(1) [Regnal year] 2, [month of the god, Mesorē day 2]2 of Tiberios Claudios Kaisaros (2) [Seba]stos Ge[r]mani[kos Aut]okrator, [the] god son of the god.

Contracting parties

[Hath declared the Master of Lustration Superintendant of the Lake (3) Great-]Green of Nefer-shaty Stotoētis son of Panē-[phremmis, his mother (4) being Tane]phremmis, acknowledging to the Master of [Lustration Superintendent of the Lake Great-Green (5) of Nefer-]shaty Ef-'ankh son of Panephre[mmis, his mother being Tanephremmis].

Main part of the contract

(6) [I] renounce²³ claim upon thee in respect to these two shares falling to me of the house [which is built, which is fitted with beams] (7) and doors, which is two-storeyed and its courtyard which forms [its southern side and the $2\frac{1}{3}$ share of the other] (8) house which is [partly ruined,] they being two circumscribed areas, [they being in the eastern district of the Town of Suchos] (9) the "New-lands" [of Suchos] Lord of *Pāy*-land, great god,

(which) is on the northern shore of [the swampy land Moeris (10) in the division H]erakleides of [the] Arsi[noite] nome.

[The measurements make divine cubits] (11) from south to [nor]th by [divine cubits] from west [to east.

The plots adjacent to] the first²⁴ (12) [house] are :

south : the waste land of Petehor ;

north : the [King's] Street ;

west : the processional path of the] great [god];

east : the house of Satabous son of Harsiese.

The [plots adjacent to the second house are :

south : the house of Ef-'ankh son of] (14) Hor ;

north : the house of Ef-'ankh son of Stotoētis [and his brethren;

west : the house] (15) of Stotoetis son of Hor ;

east : [the] King's Street

[which completes the (survey of the) measurements and adjacent plots] (16) of the two houses in which are included the shares aforesaid

in respect to which [I drew up the contract for thee].

[I have no claim on earth] (17) upon thee in their name from this day onward and for ever.

[As for him who shall come (to have claim) upon thee] (18) in my name I will make him to renounce claim upon thee voluntarily without [delay.

And I will set them free for thee from any contract] (19) any deed, any provision, any judgement, any claim [on earth from this day onward and for ever.]

(20) No man on earth shall be able to have authority over them except thee from this day [onward and for ever.

As for the father, the mother, the son, the daughter, the brother, the sister] (21) the brother-in-law, the sister-in-law who shall come (to have claim) upon thee on account of them, [I will make them to renounce claim voluntarily without delay.]²⁵

 23 The qualitative of the 1st p. sing. gives the spelling *wwey*, unlike the majority of instances, in which we read only *ww* (cf. above, p. 479).

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²⁴ Griffith suggested the reading hrp, cf. Ryl. iii. 302 n. 3. Considering this type of writing it is possible that we have here only h for hwty which occurs in the first contract.

²⁵ It is clear from the second part of this contract that he wrote it absolutely freely, including as many clauses as the remaining space allowed him. There is no logical order.

Demotic Subscription (included in the Greek abstract) (1.8) 'Iw.f-'nh P3j.n -N3-nfr-imy mwt.f T3j-n -nfr-imy $[d\underline{d}]^{26}$ sh (?)²⁷ sp [p3] sh²⁸ tw.y ir [n.k r-ht?]²⁹ n3.w nt hry

Ef-'ankh son of Panephremmis, his mother being Tanephremmis [states :]²⁶ It has been written.²⁷ Accept [the] documents (?).²⁸ I act [on thy behalf according to] that which is (written) above.²⁹

Signature (Greek text of the loan) 'Iw.f-'nh P3j-n3w-nfr-imy

Ef-'ankh son of Panephremmis.

²⁶ The demotic subscription is written in another hand and it is possible that this is the hand of the B contracting party. The lacuna might have contained the word $\underline{d}d$.

²⁷ The reading is doubtful. From the context we might suggest reading either sh, having the impersonal meaning "it has been written", or sh.y, "I wrote"; this, however, is hypothetical. It is clear that the writer was not aware of the full wording of this clause as it is indicated in the ensuing text.

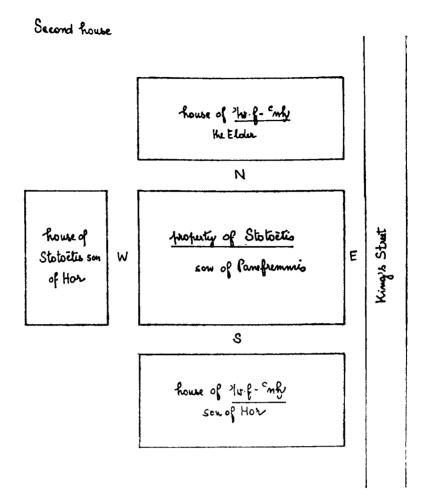
²⁸ For *šp* [*p*³ *sh*] cf. above, p. 486.

²⁹ The missing part of the text should have contained the words r-ht, but there appears to have been something else here, judging from the traces at the edge of the damaged papyrus.

 n^3w nt hry is written here instead of mdt nbt nt sh hry, "all the provisions aforesaid".

The property dealt here may be pictured as follows. (It is, however, unlikely that these two houses stood side by side considering the lay-out of neighbouring houses).

[contd. over



First house

