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## Demotic 'cessions' in the British Museum collection: A legal and historical analysis

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Siân E. Thomas

**DEMOTIC ‘CESSIONS’  
IN THE BRITISH MUSEUM COLLECTION:  
A LEGAL AND HISTORICAL ANALYSIS\***

I. INTRODUCTION

THE BRITISH MUSEUM DEPARTMENT of Ancient Egypt and Sudan holds more than forty unpublished demotic papyri from ancient Pathyris (modern Gebelein) and nearby Crocodilopolis in Upper Egypt. Most of these papyri are legal and business documents from the archives

\* Full editions of the texts discussed in this article will appear in a future volume of *Studia Demotica* (ed. S. P. VLEEMING) alongside the other unpublished demotic texts from ancient Pathyris and nearby Crocodilopolis held by the British Museum Department of Ancient Egypt and Sudan. A. F. (Peter) SHORE worked on the majority of these texts with the intention of publishing them as a volume of the British Museum’s *Catalogue of Demotic Papyri*. Unfortunately, his work was not completed before his death. I have had access to Shore’s notes and drafts (annotated by Carol ANDREWS), which are stored in the British Museum archive; I am indebted to his and to Dr. Andrews’ work. I would like to thank the British Museum Department of Ancient Egypt and Sudan, and in particular Vivian DAVIES, Richard PARKINSON and Nigel STRUDWICK, for their kind assistance. I would also like to thank John RAY, Brian MUHS and Katelijn VANDORPE for their help and comments. I am very grateful for the suggestions that I received when I gave an earlier version of this paper at the Eleventh International Congress of Demotic Studies, University of Oxford, 30th August–3rd September 2011. This paper draws on my doctoral research, which was funded by the UK Arts and Humanities Research Council.

of private individuals. They date to between approximately 205 and 88 BC, with a concentration of papyri from the turn of the second to first centuries BC. This paper focuses on the six *sh.w n wy* ('documents of being far', often referred to as 'cessions') in the collection.

## II. THE DEMOTIC 'CESSION'

The legal texts that the Egyptians called *sh.w n wy* have the characteristic formula *tw=y wy.k r-r=k n ...* ('I am far from you in relation to ...') in their central clause. K.-Th. Zauzich called this clause 'Klausel 1';<sup>1</sup> following Zauzich, I refer below to 'Clause 1'. For the sake of convenience I follow the common practice of using 'cession' as a designation for this type of text. However, this term and others such as 'deed of renunciation' and 'instrument of withdrawal' can be misleading because they emphasise the act of alienation or renunciation of rights rather than the resulting state of 'being far from' or without rights expressed in the Clause 1 formula, which employs the qualitative form of the verb. A designation such as 'acknowledgement of no interest' would be more accurate, but is rather unwieldy.

Most Ptolemaic cessions were drawn up when land was sold and record the seller's acknowledgement that he no longer had any claim to (was 'far from') the transferred property. Cessions of this type are referred to below as 'sale cessions'. Cessions were also used in other situations, including dispute resolution (the 'withdrawal after judgement'),<sup>2</sup> inheritance,<sup>3</sup> and to release rights and obligations created in earlier contracts; the texts studied in this paper represent this final type of cession, which I call the 'contract-release cession'. All cession-types had the same underlying legal function, which was to confirm the non-existence of rights or claims and thus to reassure the recipient that he was safe from future challenge.

<sup>1</sup> K.-Th. ZAUZICH, *Die ägyptische Schreibertradition in Aufbau: Sprache und Schrift der demotischen Kaufverträge aus ptolemäischer Zeit*, Wiesbaden 1968, p. 149.

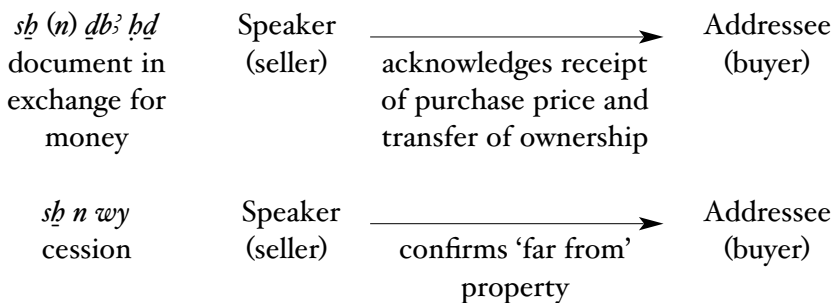
<sup>2</sup> See below and n. 54.

<sup>3</sup> P. W. PESTMAN, J. QUAEGBEUR & R. L. VOS, *Recueil de textes démotiques et bilingues*. II: *Traductions*, Leiden 1977, pp. 6–7. See below and n. 56.

### III. SALE CESSIONS

The sale cession is the most familiar cession-type from the Ptolemaic period. I therefore use it as the starting point for my discussion of the function and wording of the less well-known contract-release cession.

In the Ptolemaic period it was usual for a *sh (n) db' hd* ('document in exchange for money') recording a sale of land to be accompanied by a cession that was drawn up on the same day and sometimes on the same sheet of papyrus. In the *sh (n) db' hd* the seller acknowledged that he had received and was satisfied with the (unstated) purchase price and that the property now belonged to the buyer. In Clause 1 of the cession, the seller confirmed that he was 'far from' the land sold, that is, that he no longer had any claim to it. The operation of a sale cession may be represented as follows.



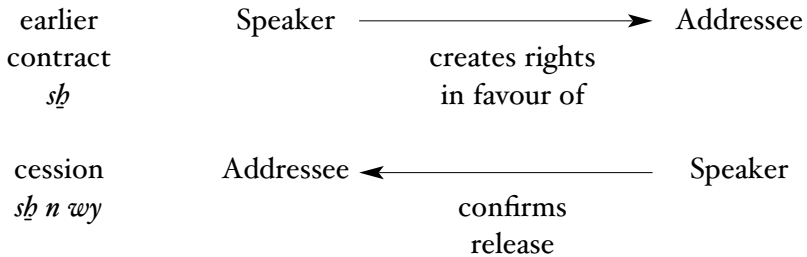
Typical Clause 1 wording: *tw=y wy.k r-r=k n p'y=k sh* – 'I am far from you in respect of your field'

### IV. CONTRACT-RELEASE CESSIONS

The function of this cession-type was to confirm the release of rights and obligations arising under earlier contracts.<sup>4</sup> In the earlier contract, one

<sup>4</sup> On this cession type see in particular C. F. NIMS, 'The term *hp*, "law, right," in Demotic', *Journal of Near Eastern Studies* 7 (1948), pp. 251-255.

party had created rights in favour of the other and had placed himself under corresponding obligations. Sometime later, the parties, or perhaps their successors in title, agreed that this arrangement had come to an end. This state of affairs could be recorded using a cession that confirmed that the rights and obligations were released. The person who had the benefit of the rights became the speaker in the cession. The operation of a contract-release cession may be represented as follows.



Typical Clause 1 wording: *tḥw=y wy.k r-r=k n (p<sup>2</sup> ḥp n) p<sup>3</sup>y šḥ r-ṛ=k n=y* – ‘I am far from you in respect of (the right of) this document which you made for me’

## V. THE BRITISH MUSEUM CONTRACT-RELEASE CESSIONS

The British Museum holds six unpublished contract-release cessions from the family archive of Peteharsemtheus son of Panebchounis.<sup>5</sup> P. BM EA 10505 and P. BM EA 10493 are addressed to Panebchounis, while P. BM EA 10533, P. BM EA 10495, P. BM EA 10534 and P. BM EA 10835 concern Peteharsemtheus and his brothers.

<sup>5</sup> On Peteharsemtheus, his family and his archive see P. W. PESTMAN, ‘Les archives privées de Pathyris à l’époque ptolémaïque: La famille de Pétéharsemtheus, fils de Panebkhounis’, [in:] E. BOSWINKEL, P. W. PESTMAN & P. J. SIJPESTEIJN (eds), *Studia Papyrologica Varia* [= *Papyrologica Lugduno-Batava* 14], Leiden 1965, pp. 47–105 and Katelijn VANDORPE & Sofie WAEBENS, *Reconstructing Pathyris’ Archives: A Multicultural Community in Hellenistic Egypt* [= *Collectanea Hellenistica* 3], Brussels 2009, pp. 163–189.

## 1. P. BM EA 10505 and P. BM EA 10493

P. BM EA 10505 (*Trismegistos Database* record no. 319)<sup>6</sup>

Date	10 June 106 BC
Speaker	Petenaithis son of Ailios <sup>7</sup>
Addressee	Panebchounis son of Totoês
Clause 1	<i>tʷ=y wʷy r-r=k n tʷy=k dnt.t ½' [pʷy] sh Wynn r-ir Twtw sʷ Pʷ-mr-ib [pʷy=k it] n ʷylws pʷy(=y) it hnʷ [Pa-hy sʷ Pʷ-šr-Twtw]</i> – 'I am far from you in respect of your ½ share of [this] Greek document which Totoês son of Pelaias [your father] made for Ailios my father together with [Pachois son of Psentotoês]'
Signatories	Following the text: Petosiris son of Harsiësis signs <i>r-hrw=f</i> ('at his behest' i.e. acting on the instructions of the speaker). On the upper part of the verso: 1. <i>sh Pʷ-dt-N.t sʷ ʷylws</i> ('signed by Petenaithis son of Ailios') 2. traces of writing, possibly a second signature
Dockets and annotations	Verso annotation probably added after the document was folded: <i>pʷ wy r-ir=w n Pa-nb-bhn sʷ Twtw r pʷ sh Wynn</i> – 'the (document of) being far which was made for Panebchounis son of Totoês for the Greek document'

<sup>6</sup> *The Trismegistos Database* <<<http://www.trismegistos.org>>> (hereafter *TM*).

<sup>7</sup> Petenaithis son of Ailios also appears in P. BM EA 10494 (ined., 104 BC), an acknowledgement of a debt owed by Panebchounis to Petenaithis.

P. BM EA 10493 (TM 313)

Date 6 June 106 BC

Speaker Pachoïs son of Psentotoês

Addressee Panebchounis son of Totoês

Clause 1 *tw=y wy r-r=k n t'y=k dn.t ' 3.t (?)<sup>1</sup> n p'y sh Wynn r-ir*  
*Twtw s' P<sup>2</sup>-mr-ih p'y=k it n=y hn<sup>c</sup> ylws* – ‘I am far from  
 you in relation to your third(?) share of this Greek  
 document which Totoês son of Pelaias your father  
 made for me together with Ailiôs’

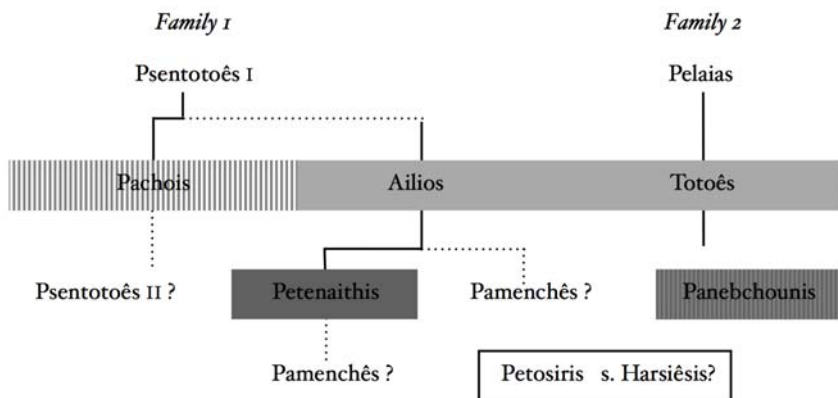
Signatories Taôs son of Kephâlôn  
 Petosiris son of Harsiêsis signs at the behest of  
 Pamenchês  
 Psentotoês<sup>8</sup> consents.

Dockets and annotations none

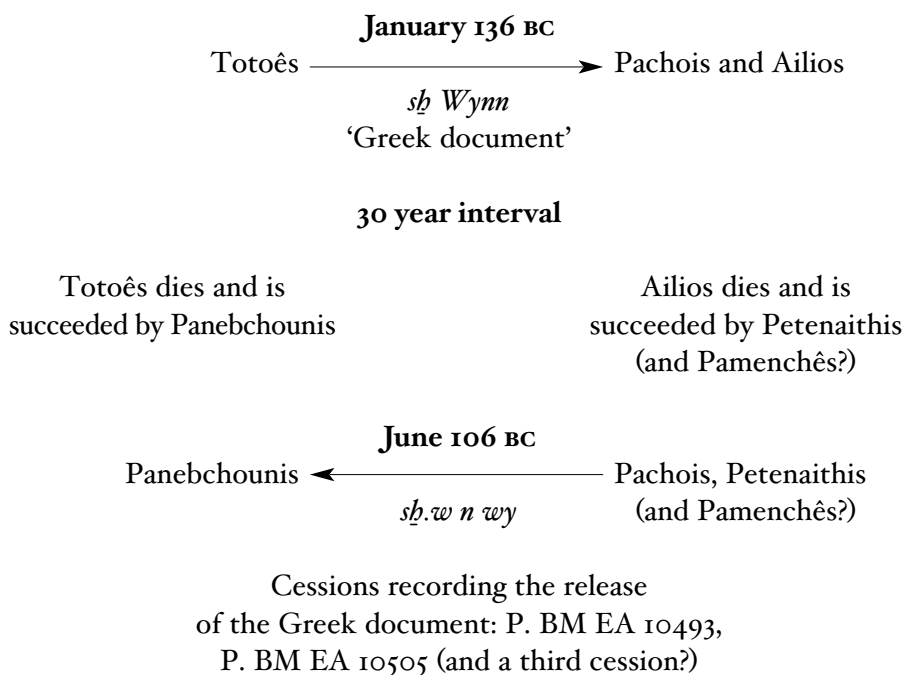
The people mentioned in the cessions may be divided into two family groups as illustrated below. Continuous lines represent relationships explicitly stated in the texts. Dashed lines represent tentatively reconstructed relationships.<sup>9</sup> Light grey shading indicates the parties to the Greek document, vertical stripes the parties to P. BM EA 10493 and dark grey shading the parties to P. BM EA 10505.

<sup>8</sup> Perhaps Pachoïs' son. See the family tree below.

<sup>9</sup> These will be discussed in the forthcoming publication of the texts.



The situation recorded in these two cessions may be reconstructed as follows.



According to P. BM EA 10493 and P. BM EA 10505, Panebchounis' father Totoês made a 'Greek document' for Aïlios and Pachoïs, probably



in January 136 BC.<sup>10</sup> Neither cession specifies the function of the Greek document; however, most known Pathyrite contract-release cessions refer to lending arrangements (see Analysis and Appendix Table 1), and so the ‘Greek document’ is likely to have been either a loan agreement or an *ônê en pistei* (‘sale on trust’) recording a pledge of land as security for a loan.

Between 136 and 106 BC Ailios and Totoês died<sup>11</sup> and their respective rights and responsibilities under the Greek document passed to their heirs. Ailios’ rights were inherited by his son Petenaithis. The cessions also mention a Pamenchês, for whom a filiation is not given, but whose interests seem to have been aligned with those of Pachois, Ailios and Petenaithis: he may have been another son or perhaps a grandson of Ailios. Panebchounis took on one third of the burden of the Greek contract and presumably other heirs assumed responsibility for the remaining two thirds.

The two cessions record the release of Panebchounis from his inherited responsibilities to Pachois (P. BM EA 10493) and Petenaithis (P. BM EA 10505). P. BM EA 10505 mentions a third cession to be given by Pamenchês,<sup>12</sup> but we do not know whether this was in fact provided. The signature of Petosiris son of Harsiêsis acting on behalf of Pamenchês that is appended to P. BM EA 10493 may have been considered adequate to record Pamenchês’ release of Panebchounis.

A surprisingly long interval separates the cessions from the Greek document. It is possible that 106 BC was a prosperous year for Panebchounis and so he decided to repay a long-outstanding family debt. Just one year

<sup>10</sup> According to P. BM EA 10493, l. 8, the Greek document was dated year 34, month 4 of the inundation season, day 10+? of an unnamed monarch, probably Ptolemy VIII Euergetes II.

<sup>11</sup> Totoês probably died soon after 113 BC (PESTMAN, ‘Les archives privées de Pathyris’ (cit. n. 5), pp. 91–92).

<sup>12</sup> *mtw=y di.t ir n=k Pa-mnh ky wy mtw=y di.t sh P<sup>3</sup>-di-Wsir s<sup>3</sup> Hr-s<sup>2</sup>-Ïst p<sup>3</sup>y=k sn hr-r=f r-brw Pa-mnh iw=y tm’ di.t ir=f [...]* *sh hr-r=f mtw=y sp=k* (sic) *n ip hn t<sup>3</sup>y(=y) dni.t* (‘I shall cause Pamenchês to make for you another cession and I shall cause Petosiris son of Harsiêsis your associate to write under it on the instruction of Pamenchês. If I do not cause him to make [...] writing under it I shall credit you out of my share’ (P. BM EA 10505, ll. 10–13).

earlier he and his son Peteharsemtheus had together repaid part of another family debt, this one incurred by their ancestor Patous, again just over 30 years previously.<sup>13</sup> Responsibility for that debt appears to have been assumed by Panebchounis, his cousin Paous and his aunt Sennêsis, with one-third of the recorded repayments again being ascribed to Panebchounis. Alternatively, there may have been a specific catalyst: perhaps the death of Ailios provoked a dispute as to whether the old debt had ever been repaid.

Petosiris son of Harsiêsis is mentioned in both cessions but does not seem to have had a personal interest in the loan. He wrote P. BM EA 10505 on behalf of Petenaithis and signed P. BM EA 10493 on Pamenchês' instructions. As has been seen, in P. BM EA 10505, Petenaithis undertook to arrange for Pamenchês to provide a further cession, also to be signed by Petosiris. Petosiris would therefore seem to be aligned with Family 1. However, he also had links with Family 2: in P. BM EA 10505 he is described as a *sm* of Panebchounis. The basic meaning of this word is 'brother' but here it may indicate a more distant male relative of similar age or a business associate. We also know that two years later Petosiris signed on behalf of Panebchounis an acknowledgement of a new loan made by Petenaithis to Panebchounis.<sup>14</sup>

Petosiris was a priest and members of his family, also priests, are known as scribes of demotic texts including temple oaths and receipts.<sup>15</sup>

<sup>13</sup> See PESTMAN, 'Les archives privées' (cit. n. 5), p. 59 (doc. 2) and p. 65 (doc. 25). A further part of the debt was repaid in 104 BC by Panebchounis' cousin Paous (*ibid.*, p. 67, doc. 36).

<sup>14</sup> P. BM EA 10494 (ined.).

<sup>15</sup> P. W. PESTMAN, 'La femme-*snh* (γυνή τροφίτις) à Pathyris et à Krokodilopolis', [in:] E. BOSWINKEL & P. W. PESTMAN (eds), *Textes grecs, démotiques et bilingues* [= *Papyrologica Lugduno-Batava* 19], Leiden 1978, pp. 210–211. Petosiris was the owner of a small archive consisting of five Greek and demotic receipts written on wooden tablets and one letter written on papyrus (C. GALLAZZI, 'Ricevute scritte su etichette di legno', [in:] M. CAPASSO & S. PERNIGOTTI (eds), *Studium atque urbanitas: Miscellanea in onore di Sergio Daris* [= *Papyrologica Lupiensia* 9/2000], Galatina 2001, pp. 189–194; Katelijn VANDORPE & Sofie WAEBENS, 'Why tax receipts on wood? On wooden tablet archives from Ptolemaic Egypt (Pathyris)', [in:] P. VAN NUFFELEN (ed.), *Faces of Hellenism: Studies in the History of the Eastern Mediterranean (4th Century BC – 5th Century AD)*, Leuven 2009, pp. 184, 185, 192–193; EAEDM, *Reconstructing Pathyris' Archives* (cit. n. 5), pp. 192–193.

If the British Museum cessions record the resolution of a dispute, he may have been involved as a (court appointed?) intermediary or arbitrator. Another possibility is that he was an  $\text{r}b\bar{\chi}$  ('document holder, trustee'), an independent third party who safeguarded documents placed in his care.<sup>16</sup> It is not certain whether the role of  $\text{r}b\bar{\chi}$  was as a rule played by private individuals on an *ad hoc* basis or by professional document holders, but the evidence seems to point towards an established occupation of  $\text{r}b\bar{\chi}$ , perhaps carried on as a sideline by literate individuals who would often have been priests.<sup>17</sup> Use of an  $\text{r}b\bar{\chi}$  was appropriate in transactions that lasted over a period of time, where both parties had an interest in placing evidence of the transaction with a third party; examples include secured lending arrangements and leases. The parties deposited with the  $\text{r}b\bar{\chi}$  either a formal letter recording the arrangement and specifying the rights and obligations of the parties (a  $\text{š}^c t (n) hn$ , 'letter of agreement') or the transaction documents themselves.

If a  $\text{š}^c t (n) hn$  survives it provides clear evidence that an  $\text{r}b\bar{\chi}$  oversaw a transaction. Where there is no  $\text{š}^c t (n) hn$ , there may be other indications of the involvement of an  $\text{r}b\bar{\chi}$ , for example, some forms of archival docket

<sup>16</sup> On the  $\text{r}b\bar{\chi}$  see: C. F. NIMS, 'Notes on University of Michigan demotic papyri from Philadelphia', *Journal of Egyptian Archaeology* 24 (1938), pp. 78–82; E. SEIDL, *Ptolemäische Rechtsgeschichte*, Glückstadt 1962 (2. ed), p. 58; R. H. PIERCE, *Three Demotic Papyri in the Brooklyn Museum: A Contribution to the Study of Contracts and their Instruments in Ptolemaic Egypt*, Oslo 1972, pp. 116–119; E. BOSWINKEL & P. W. PESTMAN, *Les archives privées de Dionysios, fils de Kephala: Textes grecs et demotiques*, 1: *Texte* [= *Papyrologica Lugduno-Batava* 22A], Leiden 1982, pp. 110, 114–115 nn. (t) and (u); C. J. MARTIN, 'A Demotic land lease from Philadelphia: P. BM 10560', *JEA* 72 (1986), pp. 172–173; J. C. DARNELL, 'A note on  $\text{r}b.t$  (and  $\text{š}r b/\lambda\text{PHK}$ )', *Enchoria* 17 (1990), pp. 83–87, and J. MANNING, 'Demotic papyri (664–30 BCE)', [in:] R. WESTBROOK & R. JASNOW (eds), *Security for Debt in Ancient Near Eastern Law*, Leiden 2001, pp. 320–321. NIMS (*ibid.*, p. 82 n. 1) and PIERCE (*ibid.*, p. 117) compare the role of the  $\text{r}b\bar{\chi}$  to that of the Greek *syngraphophylax*, on which see Katelijv VANDORPE, 'Greek and Demotic loan agreements in the epistolary style: formalisation and registration in the Later Ptolemaic Period', [in:] *The Letter: Law, State, Society and the Epistolary Format in the Ancient World. Proceedings of a Colloquium Held at the American Academy in Rome* (28–30.9.2008), forthcoming, pp. 172–173.

<sup>17</sup> For example, two priests who worked in the temple of Ayn Manâwir kept contracts entrusted to them for safekeeping in their office next to the temple building (M. CHAUVÉAU, 'Les archives démotiques du temple de Ayn Manâwir', *Arta* 2011.002, p. 10).

show that a document was held for a time by a third party.<sup>18</sup> The verso annotation on P. BM EA 10505 may be such a docket. One would expect an ῥβτ to be involved from the time the loan was made: would an Egyptian document holder have acted on a loan recorded in a Greek document? Perhaps the loan was in Greek but security for the loan was created using a (now lost) demotic document in exchange for money (see Analysis).

2. P. BM EA 10533, P. BM EA 10495,  
P. BM EA 10534 and P. BM EA 10835

P. BM EA 10533 (TM 332) and P. BM EA 10495 (TM 621)

P. BM EA 10533 is a complete document with notarial and four witness signatures. The lower part of P. BM EA 10495 has been torn away, but what remains appears to be a copy of the first 12 lines of P. BM EA 10533, perhaps prepared for one of Peteharsemtheus' brothers.

Date	14 October 96 BC
Speaker	Poêris son of Nechoutês and of Senpelaias <sup>19</sup>
Addressee	Peteharsemtheus son of Panebchounis and of Kobahetêsis
Clause 1	<i>tw=y wwy r-r=k n p<sup>3</sup> hp t<sup>3</sup>y=k dnt.t 1/3 n 3h mrwt nty ph r-r=k hn (location) rn p<sup>3</sup> sh (n) db<sup>3</sup> hd r-ir=k n=y irm n<sup>3</sup>y=k sn.w n p<sup>3</sup> 3rgn</i> – 'I am far from you in relation to the right of your 1/3 share of fertile land which accrues to you in ( <i>location</i> ) in the name of the document

<sup>18</sup> BOSWINKEL & PESTMAN, *Les archives privées de Dionysios* (cit. n. 16), p. 114 n. (u).

<sup>19</sup> On Poêris son of Nechoutês see: W. CLARYSSE & J. K. WINNICKI, 'Documentary papyri', [in:] E. VAN'T DACK, W. CLARYSSE, G. COHEN, J. QUAEGBEUR & J. K. WINNICKI, *The Judean-Syrian-Egyptian Conflict of 103–101 BC: A Multilingual Dossier Concerning a 'War of Sceptres'* [= *Collectanea Hellenistica* 1], Brussels 1989, p. 38; and J. K. WINNICKI, 'Griechisch-Demotische Soldatenkorrespondenz aus Pathyris (Gebelen)', [in:] *PapCong.* XVI, p. 548, n.7.

in exchange for money which you made for me together with your brothers in the *archeion*<sup>20</sup>

Signatories P. BM EA 10533 is signed by the Pathyrite notary Nechtminis son of Nechtminis.<sup>21</sup>  
The corresponding part of P. BM EA 10495 is lost. The signatures of four witnesses appear on the recto of P. BM EA 10533 below the text.  
The corresponding part of P. BM EA 10495 is lost.

Dockets and annotations none

P. BM EA 10534 (*TM* 624)

Date Reign of Ptolemy x Alexander I (101–88 BC), pph. 96–94 BC

Speaker Nechthanouphis son of Patseous and of Senamounis<sup>22</sup>

Addressee Peteharsemtheus son of Panebchounis and of Kobahetêsis

Clause 1 *t*ω=y *w*ωy *r-r=k n p*ʹ [*h*]p *n p*ʹy *sh* (n) *db*ʹ *h*d *r-ir=k n=y r nty nb nkt nb nty mtω=k n* [...] *p*ʹy=*w wn* (locations of two field shares) *nty irω wn ω<sup>c</sup>.t [dnt.t] ih n t*ʹy *irwe.t n-dr. t(=y) –*

<sup>20</sup> The *irgn* was the *archeion*, the office of the *agoranomos*. On the equivalence of the demotic and Greek terms see R. H. PIERCE, 'A note on some alleged certificates of registration from Ptolemaic Egypt', *Aegyptus* 44 (1964), pp. 171–172; PIERCE, *Three Demotic Papyri* (cit. n. 16), p. 120 n. 2 and P. W. PESTMAN, 'Ventes provisoires de biens pour sûreté de dettes: *ὠναὶ ἐν πίστηι* à Pathyris et à Krokodilopolis', [in:] P. W. PESTMAN (ed.), *Textes et études de papyrologie grecque, démotique et copte* [= *Papyrologica Lugduno-Batava* 23], p. 54, n. 25. On the Pathyrite *archeion* see Katelijm VANDORPE, *The Bilingual Family Archive of Dryton, his Wife Apollonia and their Daughter Senmouthis* [= *Collectanea Hellenistica* 4], Brussels 2002, p. 107 and Katelijm VANDORPE, 'A Greek register from Pathyris' notarial office: loans and sales from the Pathyris and Latopolite Nomes', *ZPE* 150 (2004).

<sup>21</sup> ZAUZICH, *Schreibertradition* (cit. n. 1), p. 184.

<sup>22</sup> Nechthanouphis (also known as Eunous) son of Patseous was a cousin of the Hôros

Clause 1	'I am far from you in relation to the right of this document in exchange for money which you made for me in relation to everything and every possession which is yours [...] a list of them: ( <i>locations of two field shares</i> ) of which one field [share] is security in my hand'
Signatories	A Pathyrite notary whose name is lost (probably Nechtminis son of Nechtminis) There are no witness signatures. The cession may have never been completed, or this may be a copy document.
Dockets and annotations	none
P. BM EA 10835 <sup>23</sup> (no TM number)	
Date	31 October 95 BC
Speakers	Patous son of Pelaias <sup>24</sup> and Takêbkis daughter of Patous and of Tisutmis
Addressees	Peteharsemtheus and Psennêsis, sons of Panebchounis and of Kobahetêsis

whose archive is preserved in the Adler Papyri. See PESTMAN, 'Les archives privées de Pathyris' (cit. n. 5), pp. 47–48 n. 5 and PESTMAN, 'La femme-*s'nh'*' (cit. n. 15), p. 210, n. 7.

<sup>23</sup> According to the records of the British Museum Department of Conservation and Technical Services, accession number 10505 was originally given to eleven papyrus fragments mounted in a single frame. In 1979 the fragments, which come from two separate documents, were split between two mounts. The fragments known as A and B retained accession number 10505 while the remainder of the fragments were reassembled into a single document, to which the new accession number 10835 was given.

<sup>24</sup> Patous son of Pelaias was a cousin of Hôros son of Nechoutês of the Adler papyri (PESTMAN, 'Les archives privées de Pathyris' (cit. n. 5), pp. 47–48, n. 5).

Clause 1	<i>tw[=n] wwy r-hr=tn n pꜣ [b]p pꜣy sh (n) dbꜣ hd r-ir[=tn n=n] r pꜣy[=tn] wn sh (location of field share) – ‘[We] are far from you in relation to the right of this document in exchange for money which [you] made [for us] for [your] section of field (location of field share)’</i>
Signatories	The Pathyrite notary Nechtminis son of Nechtminis The signatures of four witnesses appear on the recto beneath the text.
Dockets and annotations	none

## VI. ANALYSIS

In Appendix Tables 1 and 2, I analyse the British Museum cessions and published examples of contract-release cessions from Pathyris and other Egyptian sites.<sup>25</sup> The Tables should be read alongside this discussion.

### *1. The scribes of contract-release cessions from Pathyris*

The Pathyrite cessions in Table 1 date to between 106 BC and 90 BC. Six are the work of two successive temple notaries: Nechtminis son of Nechtminis (five examples),<sup>26</sup> and Peteharsemtheus son of Pakebkis (one example).<sup>27</sup> The remaining five cessions are not notarial documents but

<sup>25</sup> Many of the published examples included in the Tables were identified and discussed by NIMS, ‘The term *hpꜣ*’ (cit. n. 4), pp. 251–255. Note that P Adler dem 22 and P Ryl dem 24 relate to the completion, not the release, of security sales (PIERCE, *Three Demotic Papyri* [cit. n. 16], p. 115, n. 1, pp. 118–119).

<sup>26</sup> P. BM EA 10533, P. BM EA 10495, P. Adler dem. 15, P. BM EA 10534 and P. BM EA 10835.

<sup>27</sup> P. Adler dem. 20.

may have been based on cessions prepared by these notaries.<sup>28</sup> The non-notarial cessions have characteristics of the  $\text{š}^{\text{c}}\text{t}$  ('letter') form documents often written by private scribes, such as abbreviated dating formulae, introduction of the parties using the phrase  $A p^{\text{c}} nty \underline{dd} n B$  ('A is the one who says to B') rather than  $\underline{dd} A n B$  ('A has said to B'),<sup>29</sup> and a reduced number of witnesses.<sup>30</sup>

Of the six notarial cessions, four explicitly refer to land over which security had been granted, but of the five non-notarial cessions, only one (*P. Amiens 5*) explicitly refers to secured land. Because of the importance of land as a commodity, land transfers were almost invariably recorded using notarial documents; texts in the letter form were used for sales of lesser items.<sup>31</sup> Similarly, a notarial cession may have been considered appropriate when security over land was released, while a document prepared by a private scribe may have sufficed to release an unsecured loan.

## 2. The wording of Clause 1

The wording of Clause 1 of contract-release cessions is distinctive. In most examples the object of the statement of fairness is not a piece of land, but the right ( $hp$ ) of a document ( $sh$ ): the clause typically reads  $tw=y wy.k r-r=k n (p^{\text{c}} hp n) p^{\text{c}}y sh r-ir=k n=y$  ('I am far from you in relation to (the right of) this document which you made for me'). The reference to the  $hp$  of the document does not always appear; the significance of the appearance of the word  $hp$  in Clause 1 is discussed below.

<sup>28</sup> VANDORPE has observed that some letter-form acknowledgements of debt from Pathyris seem to copy forms of wording then being used by the local notary (VANDORPE, 'Greek and Demotic loan agreements' [cit. n. 16], p. 181).

<sup>29</sup> But note that P. BM EA 10505, which was not written by a notary, uses the notarial formula to introduce the parties.

<sup>30</sup> For an overview of the characteristics of  $sh$ - (notarial) and  $\text{š}^{\text{c}}\text{t}$ - ('letter') form documents, see SEIDL, *Ptolemäische Rechtsgeschichte* (cit. n. 16), pp. 50–58 and M. DEPAUW, *A Companion to Demotic Studies* [= *Papyrologica Bruxellensia* 28], Brussels 1997, p. 124. On letter-form documents see VANDORPE, 'Greek and Demotic loan agreements' (cit. n. 16).

<sup>31</sup> DEPAUW, *Companion* (cit. n. 30), p. 140.



The wording of Clause 1 of P. BM EA 10533 and P. BM EA 10495 is slightly different: the right (*hp*) is related firstly to the property and only secondarily to the released contract. This seems to be an adaptation of the sale cession wording. *P. Tsenhor* 15 (494 BC) does not use the characteristic Clause 1 wording. However, it is included in Table 2 as a very early example of a demotic text recording the release of obligations arising under an earlier contract.

### 3. *The structure of contract-release cessions*

K.-Th. Zauzich made a detailed study of the structure and wording of the demotic cession.<sup>32</sup> He observed that cessions are constructed from a series of standard clauses, most of which find parallels, in terms both of wording and of legal function, in documents in exchange for money. Each cession uses a subset of the standard clauses but Clause 1 always appears. By observing which clauses were present Zauzich assigned cessions to patterns ('Formulare') typical of particular localities and periods.<sup>33</sup> Zauzich found that cessions were much more varied in structure and wording than documents in exchange for money and that some of the *Formulare* he identified were represented by one cession only.

Many contract-release cessions have short forms: in addition to Clause 1, often only Zauzich's Clauses v (exclusion of speaker's own claims) and/or v1B (assurance against third party claims) are seen. Of the Pathyrite cessions, P. BM EA 10493, P. BM EA 10505 and *P. Amiens* 5 conform to Formular F12. This is a structure consisting of Clauses 1, v and v1B that Zauzich observed in two cessions from early third century BC Thebes and one from late second century BC Hermonthis. *P. Adler dem.* 20 is the model for Zauzich's Formular F13, which is also abridged, consisting of Clauses 1, v1B and v1C. P. BM EA 10534, P. Phil. inv. 16744 and P. BM EA 10835 seem to be variants on these structures. P. BM EA 10533 and P. BM EA 10495 have a more comprehensive set of clauses, and may be modelled on sale cessions (see above).

<sup>32</sup> ZAUZICH, *Schreibertradition* (cit. n. 1).

<sup>33</sup> ZAUZICH, *Schreibertradition* (cit. n. 1), pp. 119–128.

Of the non-Pathyrite cessions considered in Table 2, *P. Phil. dem 20* has an abbreviated structure similar to the Pathyrite examples. The three Hawara examples resemble each other in structure but are rather different from the Pathyrite cessions. This is not surprising as they are the only cessions from the Fayyum and the only cessions that release marriage agreements considered here.

A feature of a few cessions from Pathyris and Thebes that record the release of security or repayment of a loan is the inclusion of a clause expressing the creditor's satisfaction that resembles the money payment clauses of documents in exchange for money.<sup>34</sup> A similar clause appears in the Hawara divorce cessions.

#### 4. *Uses of contract-release cessions*

##### (a) Secured lending

P. BM EA 10533, P. BM EA 10495, P. BM EA 10534 and P. BM EA 10835 refer to *sh.w (n) db' hd* for specified areas of land. These *sh.w* created security to guarantee loans; the purpose of the cession was to record the release of the security arrangement.

Under Egyptian law of the Ptolemaic period there were a number of ways of securing debts, some of which gave the lender recourse to land owned by the borrower.<sup>35</sup> One method was a pledge of documents: documents giving title to land (usually a *sh (n) db' hd* and a *sh n wy*) were entrusted to the lender for the lifetime of the loan. The risks for both parties inherent in this practice could be reduced by involving a document trustee (*rbt*): the title documents were placed in the safekeeping of the trustee together with a 'letter of agreement' outlining the terms of the arrangement. Another method used the demotic 'conditional sale'

<sup>34</sup> ZAUZICH, *Schreibertradition* (cit. n. 1), pp. 129–130 (Klausel I, Geldbezahlungsklausel).

<sup>35</sup> For overviews of Egyptian law of security during the Ptolemaic period, see PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 110–132 and MANNING, 'Demotic papyri' (cit. n. 16), pp. 307–340.

document form. The conditional sale comprised an acknowledgement of indebtedness followed by the phrase *rw=y tm di-s n=k ...*, ('If I do not give it to you...' meaning 'if I do not repay you...') introducing a transfer (a *sh (n) db' hd*) of the secured property. The conditionality of the wording makes it clear that the transfer only became effective if the borrower defaulted; in this event the borrower perfected the transfer by executing a cession in favour of the lender.<sup>36</sup> From the first century AD we have examples of security arrangements that we might call 'mortgages', documented in a mixture of Greek and demotic: a Greek acknowledgement of loan, a Greek sale, and a demotic sale and cession of the secured land were all written on the same papyrus.<sup>37</sup> The Ptolemaic tax regime seems to have distinguished between these methods of creating security, and Pierce concluded that the tax treatment of Egyptian security arrangements reflects an evolution from promises to transfer the secured property to 'mortgages' in which the property was transferred but could be redeemed: where there was a promise only no tax was paid until the property was conveyed on default; a conditional sale attracted a reduced 2% *enkyklion* charge, and on a mortgage the full 5% transfer tax was payable.<sup>38</sup>

There are examples of the use of cessions to release secured lending arrangements from early Ptolemaic Thebes, but most come from late second or early first century BC Pathyris. This may be a chance of preservation, however, it is possible that there is a connection with the development of the concept of security as a redeemable transfer perceived by

<sup>36</sup> On the conditional sale see: W. SPIEGELBERG, 'Demotische Kaufpfandverträge (Darlehen auf Hypothek)', *Recueil de travaux relatifs à la philologie et à l'archéologie égyptiennes et assyriennes* 31 (1909), pp. 91–106; R. TAUBENSCHLAG, *The Law of Greco-Roman Egypt in the Light of the Papyri: 332 B.C. – 640 A.D.*, Warsaw 1955 (2. ed.), pp. 271–272; SEIDL, *Ptolemäische Rechtsgeschichte* (cit. n. 16), p. 138; PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 114–115; P. W. PESTMAN, 'Some aspects of Egyptian law in Graeco-Roman Egypt: title-deeds and ὑπάλλαγμα', [in:] E. VAN'T DACK, P. VAN DESSEL & W. VAN GUCHT (eds), *Egypt and the Hellenistic World: Proceedings of the International Colloquium Leuven – 24–26 May 1982* [= *Studia Hellenistica* 27], Leuven 1983, pp. 296–301; DEPAUW, *Companion* (cit. n. 30), pp. 141–142; MANNING, 'Demotic papyri' (cit. n. 16), p. 318–320.

<sup>37</sup> TAUBENSCHLAG, *The Law of Greco-Roman Egypt* (cit. n. 36), p. 272; PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 119–121; MANNING, 'Demotic papyri' (cit. n. 16), p. 321.

<sup>38</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), p. 132.

Pierce. Where there had been a promise only to convey land, pledged deeds could simply be handed back to the borrower on repayment of the loan, and a conditional sale was cancelled by striking the document through.<sup>39</sup> If, however, a redeemable transfer took place when the security was created, a record of redemption (the contract-release cession) would have been desirable.

The mixed-language mortgages with all elements assembled on one document are only attested for the Roman period. However, some Ptolemaic texts may record the same or similar arrangements, but with the (Greek?) loan and the Egyptian transfer documents written on separate papyri.<sup>40</sup> For instance, it has been suggested that *P. Adler dem.* 20 relates to a lost demotic *sh̄ (n) db̄ʒ h̄d̄* that conveyed land as security for the loan recorded in *P. Adler gr.* 15.<sup>41</sup> P. BM EA 10493 and P. BM EA 10505 release a 'Greek document', possibly a loan agreement supported by a demotic *sh̄ (n) db̄ʒ h̄d̄* creating security. However, if this is the correct interpretation of these three cessions, it is interesting that none of them mentions the secured land. P. BM EA 10533 and P. BM EA 10495 state that the document in exchange for money was 'made' in the *archeion*; this may indicate a mixed-language arrangement, although it is possible that the reference is to registration rather than redaction of the document.<sup>42</sup>

<sup>39</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), p. 115.

<sup>40</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 120–121; MANNING, 'Demotic papyri' (cit. n. 16), p. 321.

<sup>41</sup> Commentators have variously identified the *sh̄ (n) db̄ʒ h̄d̄* released by *P. Adler dem.* 20 as: *P. Adler gr.* 15 itself (NIMS, 'The term *hp̄*' [cit. n. 4], pp. 252–253); a document creating security in support of *P. Adler gr.* 15, either a Greek *ônê en pistei* (PESTMAN, 'Ventes provisoires' [cit. n. 20], pp. 54–55) or a demotic *sh̄ (n) db̄ʒ h̄d̄* (F. LL. GRIFFITH, 'Demotic Papyri from Gebelên', [in:] E. N. ADLER, J. G. TAIT, F. M. HEICHELHEIM & F. LL. GRIFFITH, *The Adler Papyri*, Oxford 1939, pp. 98–99, n. to l. 6; PIERCE, *Three Demotic Papyri* (cit. n. 16), p. 120; MANNING, 'Demotic papyri' (cit. n. 16), p. 321, n. 60).

<sup>42</sup> Like Greek loans, loans documented in Egyptian could be registered and repaid in the office of the *agoranomos* (VANDORPE, 'A Greek register from Pathyris' (cit. n. 20), p. 168), although it is not certain whether this happened in Pathyris (VANDORPE, *The Bilingual Family Archive of Dryton* (cit. n. 20), p. 107; VANDORPE, 'Greek and Demotic loan agreements' (cit. n. 16), p. 179). This registration seems to have been a form of additional voluntary protection, comparable to the use of an '*rb̄t̄*'.

Other cessions studied here refer simply to *sh.w (n) db' h'd* and do not indicate that any of the documentation was in Greek. For example, P. BM EA 10534 describes a *sh (n) db' h'd* 'made for me in relation to everything and every possession which is yours' (this wording recalls the common demotic clause that Pierce refers to as the 'paragraph of general security'),<sup>43</sup> and goes on to specify two plots of land, one of which is said by the speaker to be 'security in my hand'. P. BM EA 10835, *P. Amiens 5* and *P. Phil. dem. 20* release *sh.w (n) db' h'd* (or in the case of *P. Phil. dem. 20* a *sh iw' t (n) db' h'd* 'document of pledge for money') for plots of land. It is possible that all of these documents cancel mortgages, at least some of which were mixed-language, of the type made explicit in the Roman-period examples. However, in the absence of surviving examples of full sets of documentation for pre-Roman Egyptian mortgages, we cannot be sure that they existed, or, if they did exist, how their creation and release were typically documented.

Another possibility is that some of the Pathyrite cessions release Greek security documents of the type known as *ônai en pistei*.<sup>44</sup> In these arrangements, the *agoranomos* drew up a sale contract that did not mention the loan and did not state that it recorded the creation of security rather than a true sale. The contract was, however, left incomplete, either legally (by the omission of a section of the text) or administratively (it was left untaxed or the tax was paid to a blocked account). The sale was perfected by completion of the missing elements only if the borrower defaulted. If the borrower repaid, the sale contract could be cancelled using a Greek *apostasion*, which was similar in function to a demotic cession. Perhaps occasionally a demotic cession was used in place of an *apostasion*. This seems incongruous, but may sometimes have been necessary: the Greek notarial office in Pathyris seems not to have functioned during

<sup>43</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 124–8. Compare in particular the clause from P. BM EA 10523 quoted on p. 127.

<sup>44</sup> On the *ônê en pistei* see: G. A. GERHARD & O. GRADENWITZ, 'Ὠνή ἐν πίστει', *Philologus* 63 (1904), pp. 498–583; TAUBENSCHLAG, *The Law of Greco-Roman Egypt* (cit. n. 36), pp. 272–275; and SEIDL, *Ptolemäische Rechtsgeschichte* (cit. n. 16), p. 140. PESTMAN, 'Ventès provisoires' (cit. n. 20) examines *ônai en pistei* written by three Pathyrite *agoranomoi* and suggests that *P. Adler dem. 20* released a lost *ônê en pistei* (see n. 41 above).

some of the period from 97 to 89 BC.<sup>45</sup> One possible example is the demotic cession P. BM EA 10534, which dates to this period and which appears to achieve the same legal outcome, between the same parties and in relation to the same piece of land as BGU VI 1260, a Greek *apostasion* cancelling an *ônê en pistei*.<sup>46</sup> Other factors may also have prompted a language switch: securities could remain in place for many years and debts may sometimes have been inherited by heirs who were more Egyptianised than their parents. From the point of view of borrowers and lenders, some of whom may have been functionally illiterate in one or both languages, the language of the documents may not have been of prime importance provided that they could communicate with the scribe.

P. BM EA 10533, P. BM EA 10495, P. BM EA 10534 and P. BM EA 10835 give the locations of the plots of land pledged as security, all of which were in the agricultural areas to the north of Pathyris that P. W. Pestman designated 'F' and 'G'.<sup>47</sup> These plots of land appear in other Pathyrite contracts, and if one combines the evidence of all these documents one can build up a picture of how each piece of land was acquired by Peteharsemtheus' family and what happened to it subsequently. I undertook this exercise in my doctoral thesis;<sup>48</sup> the detailed results are beyond the scope of this paper but suggest that Peteharsemtheus and his brothers repeatedly 'mortgaged' their property as a way of managing their cash flows; Peteharsemtheus and Panebchounis borrowed from two of the lenders named in the British Museum cessions on other occasions.<sup>49</sup> Often very small plots, or one person's share only of a plot were used as

<sup>45</sup> Katelijn VANDORPE, 'A successful, but fragile biculturalism: the hellenization process in the Upper-Egyptian town of Pathyris', [in:] Andrea JÖRDENS & J. F. QUACK (eds), *Ägypten zwischen innerem Zwist und äußerem Druck: Die Zeit Ptolemaios' VI. bis VIII., Internationales Symposium Heidelberg 16.–19.9.2007*, Wiesbaden 2011, pp. 302–303 and n. 63.

<sup>46</sup> See PESTMAN, 'Les archives privées de Pathyris' (cit. n. 5), p. 69 (docs 43 and 48).

<sup>47</sup> PESTMAN, 'Les archives privées de Pathyris' (cit. n. 5), pp. 80–83.

<sup>48</sup> Siân E. THOMAS, *Ptolemaic Gebelein: An Exploration of Legal, Social and Topographical Themes Based on Unpublished Documents for Money and Cessions in the British Museum* (PhD thesis, University of Cambridge 2009), Chapter 8, Tables 15 and 16.

<sup>49</sup> See PESTMAN, 'Les archives privées de Pathyris' (cit. n. 5), p. 64 (docs 21 and 23) and p. 69 (docs 43 and 48).

security. These land holdings would often have been too small to be cultivated separately and would not have been convenient acquisitions for a lender. The implication is that physical possession and cultivation of the land were unaffected and that security was granted on the assumption that it would rarely be enforced.

### (b) Unsecured lending

Several of the cessions examined here make no explicit reference to land. The possibility that they implicitly refer to *sh.w (n) db<sup>3</sup> ḥd* creating security was considered in the previous section. An alternative explanation is that they record the release of unsecured loans; an advantage of this interpretation is that there is no need to imagine lost and unmentioned documents. C. Nims suggested that *P. Adler dem.* 20 released the Greek loan *P. Adler gr.* 15;<sup>50</sup> *P. Phil. inv.* 16744 seems a likely candidate as the cession wording is appended directly to a grain loan, and *P. BM EA* 10493 and *P. BM EA* 10505 are also possible examples.

If cessions were occasionally used to document the repayment of unsecured loans it seems likely that there were special circumstances, and the limited evidence that we have points to early, late or partial repayment.<sup>51</sup> The cession acted as a receipt cancelling the obligation to pay<sup>52</sup> and provided additional proof that would have been desirable when repayments were made other than in accordance with the original terms of the loan.

### (c) Divorce

Examples of cessions recording the renunciation of rights granted in marriage contracts survive from first century BC Hawara. It is likely that a combination of circumstances prompted the use of a contract-release cession for a particular divorce (see the next section), but a possible point

<sup>50</sup> See n. 41 above.

<sup>51</sup> Compare the use of the Greek *epilysis* or *katabolê* to record late repayment or part renewal of a loan (VANDORPE, 'A Greek register from Pathyris' (cit. n. 20), p. 168).

<sup>52</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 107–108.

of contact with the cessions already considered is the cancellation of security over land: the rights of the wife in a marriage contract were usually supported by security clauses in which the husband pledged his property to his wife as a guarantee, and it seems that the beneficiaries of such clauses had the right to restrict the disposal of larger items of property.<sup>53</sup> On divorce the security was released, and one purpose of the cession may have been to provide evidence of this.

#### (d) Disputes and reassurance

In the cession-type known as the 'withdrawal after judgement', an unsuccessful litigant recognised his own lack of rights to disputed property.<sup>54</sup> These cessions restate the legal position as determined by the court (they do not record the creation of new rights or the voiding of existing ones) and could be produced if the losing party attempted to contest the winning party's rights at a later date. Some cessions that do not make a clear reference to a court action and so are not obviously 'withdrawals after judgement' may nevertheless record the resolution of disputes: most demotic contracts provide very little background information and their purpose must often be deduced from subtle variations to the standard wording. Other cessions that do not follow disputes provide reassurance against the possibility of future disputes. Thus the sale cession can be understood as anticipating the outcome of an unsuccessful court action brought by the seller of a property against the buyer.<sup>55</sup> In cessions on division of inheritances, heirs acknowledged to each other that each laid no

<sup>53</sup> PIERCE, *Three Demotic Papyri* (cit. n. 16), p. 127; PESTMAN, 'Some aspects of Egyptian law' (cit. n. 36), pp. 301–302.

<sup>54</sup> S. ALLAM, 'Bemerkungen zur Abstandsschrift', *Enchoria* 13 (1985), p. 1; SEIDL, *Ptolemäische Rechtsgeschichte* (cit. n. 16), p. 51; A. F. SHORE, 'Swapping property at Asyut in the Persian Period', [in:] J. BAINES, T. G. H. JAMES, A. LEAHY & A. F. SHORE (eds), *Pyramid Studies and Other Essays Presented to I. E. S. Edwards*, London 1988, p. 203; S. ALLAM, 'The agreement after judgement', *EVO* 17 (1994), pp. 19–28; Y. MUFFS, *Studies in the Aramaic Legal Papyri from Elephantine*, Leiden – Boston 2003, pp. 159–162.

<sup>55</sup> SEIDL, *Ptolemäische Rechtsgeschichte* (cit. n. 16), p. 118; PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 107–108.



claim to the others' property; this use and the use of the cession to record the consent of an heir to the sale of property he might otherwise have expected to inherit<sup>56</sup> also have as their aim the avoidance of future litigation.

Although none of the cessions studied here explicitly mentions litigation, it has already been suggested that some refer to real disputes.<sup>57</sup> Could this be true of most or all of these cessions? C. F. Nims has discussed the appearance of the phrase *p' hp n* ('the right of') in Clause 1 of cessions and has shown that cessions in which the speaker states that he is 'far from' the *hp* of an item of property or of a document were often written at the end of court cases.<sup>58</sup> The *p' hp n* wording is frequently seen in contract-release cessions: of the 17 examples considered here only P. BM EA 10493, P. BM EA 10505 and P. Phil. inv. 16744 do not refer to the *hp* of a document. P. Phil. inv. 16744 records the repayment of a loan only one month after it was due, so it seems unlikely that there had been litigation. P. BM EA 10493 and P. BM EA 10505, on the other hand, indicate a delay of about 30 years and a dispute scenario seems probable; it is possible that the *hp* formula was accidentally omitted from these documents, which were not written by a notary. However, until we have clear evidence that more contract-release cessions are the product of disputes,

<sup>56</sup> This use of the cession was noted by Brian Muhs (B. MUHS, *The Administration of Egyptian Thebes in the Early Ptolemaic Period* (PhD thesis, University of Pennsylvania, 1996), pp. 44–45). I am very grateful to Professor Muhs, who drew my attention to the resemblance and relationship between these cessions and contract-release cessions, and who was kind enough to send to me excerpts from his dissertation.

<sup>57</sup> This scenario has been proposed for *P. Adler dem.* 20, P. BM EA 10493 and P. BM EA 10505 to explain a long delay between loan and repayment. See above and on *P. Adler dem.* 20 see NIMS, 'The term *hp'*' (cit. n. 4), p. 253 and PESTMAN, 'Ventes provisoires' (cit. n. 20), pp. 54–55. Griffith's suggestion that the loan was released after seven years in accordance with principles of Jewish law adopted into Egyptian practice seems less plausible (GRIFFITH, 'Demotic papyri from Gebelên', [cit. n. 41], pp. 5–6).

<sup>58</sup> NIMS 'The term *hp'*' (cit. n. 4), pp. 247–255. The formula *p' hp n* appears in Clause 1 of a minority of cessions only, and not, as a rule, in sale cessions (ZAUZICH, *Schreibertradition* (cit. n. 1), p. 152 n. 6). On the term *hp* see also D. LORTON, 'The treatment of criminals in ancient Egypt through the New Kingdom', *Journal of the Economic and Social History of the Orient* 20 (1977), pp. 59–61 and PESTMAN, *QUAEGEBEUR & VOS, Recueil des textes démotiques et bilingues* 11 (cit. n. 3), p. 57, n. jj.

it would seem unsafe to conclude that the reference to the *hp* of a document in these cessions indicates that they were written at the end of court cases.

How then should we interpret the appearance of the words *pꜣ hp n* in Clause 1? When the speaker in a cession stated that he was 'far from' *pꜣ hp n pꜣ sh* ('the right of the document') he did not mean that he no longer owned the document as an item of property, although in practice he may have handed it over to the addressee;<sup>59</sup> rather, the *hp* of the *sh* consisted in the legal rights created by the *sh*.<sup>60</sup> The scribe may have included the words *pꜣ hp n* in the central clause of a cession in order to make this distinction. The phrase may in addition have conveyed the idea that the rights or claim that the speaker had abandoned were something less than rights of full and immediate ownership of property. In the case of a cession recording the resolution of a dispute, the wording was appropriate because the claimed rights were, as it turned out, invalid. In other cases, the right renounced may have been a potential or contingent claim such as a claim to secured property.

As P. W. Pestman observed, the declaration contained in a cession 'à pour seul but de rassurer l'autre partie'.<sup>61</sup> It is very likely that some contract-release cessions record the resolution of real disputes, but on present evidence it seems that most were intended to reassure their recipient by anticipating a dispute resolved in his favour. The need for this extra reassurance may have been felt in a variety of situations, for example: where there was a high perceived risk of a dispute in the future, as on an unfriendly divorce;<sup>62</sup> where the subject matter of the contract was partic-

<sup>59</sup> For example, in the Hawara cessions cited in Table 2, the woman states that she has given the marriage agreement(s) back to her ex-husband, and in *P. Tor. Amen* 15 the lender confirms that he has returned the loan document to the borrower.

<sup>60</sup> PESTMAN, QUAEGBEUR & VOS, *Recueil des textes démotiques et bilingues* III (cit. n. 3), p. 76, n. 577; NIMS 'The term *hp*' (cit. n. 4), p. 254. S. R. K. GLANVILLE, *Catalogue of Demotic Papyri in the British Museum: A Theban Archive of the Reign of Ptolemy I, Soter*, London 1939, p. 6 note g proposed 'documentary claim to' as a translation of *pꜣ hp n pꜣy sh*.

<sup>61</sup> PESTMAN, QUAEGBEUR & VOS, *Recueil des textes démotiques et bilingues* II (cit. n. 3), p. 6.

<sup>62</sup> Compare H. S. SMITH, 'Marriage and the family in Ancient Egypt: 1. Marriage and family law', [in:] M. J. GELLER, H. MAEHLER & A. D. E. LEWIS (eds), *Legal Documents of the*

ularly valuable, as in high value loans and security arrangements involving land; where particularly complex or long-standing arrangements were to be unravelled; or where a contractual arrangement came to a conclusion different from the one anticipated by the parties, as on the early or late repayment of a loan.<sup>63</sup>

### 5. Custody of the released documents

Few of the contracts released by the cessions discussed in this paper have been identified. It is not clear where they were kept, or indeed whether they were kept at all. It is possible that released contracts were sometimes destroyed but this would be difficult to prove. P. Phil. inv. 16744 is unusual in that the cession was appended to the original loan. In this case the loan document and accompanying release were presumably handed to the borrower on repayment. The Pathyrite archive of Hôros son of Nechoutês was kept together after discovery and we therefore know that

*Hellenistic World: Papers from a Seminar Arranged by the Institute of Classical Studies, the Institute of Jewish Studies and the Warburg Institute, University of London, February to May 1986*, London 1992, pp. 54–55 on the circumstances that may have prompted the occasional use of ‘divorce documents’. These documents contain a statement by the husband in the form *tw=y wwy r-hr=t n rn n hp n hm.t* (‘I am far from you as regards the right-of-wife’) (see, for example, P. Dryton 5, 6 and 8).

<sup>63</sup> Another circumstance that may have prompted some Egyptian scribes to seek the security of more comprehensive documentation was the introduction from about 145 BC of the requirement for the registration of demotic contracts: it is possible that this created insecurity and encouraged scribes to look for new ways to protect their clients’ interests. I am grateful to colleagues attending the Eleventh International Congress of Demotic Studies who suggested this possibility. See P. W. PESTMAN, ‘Registration of Demotic Contracts in Egypt: P. Par. 65; 2nd cent. BC’, [in:] J. A. ANKUM, J. E. SPRUIT & F. B. J. WUBBE (eds), *Satura Roberto Feenstra sexagesimum quintum annum aetatis complenti ab alumnis collegis amicis oblata*, Fribourg 1985, pp. 17–25; PIERCE, *Three Demotic Papyri* (cit. n. 16), pp. 183–188, and VANDORPE, ‘Greek and Demotic loan agreements’ (cit. n. 16), p. 174. However, the impact of the *prostagma* has been debated and is particularly unclear in locations like Pathyris, where there is no definite evidence for the registration of demotic notarial documents even after the *prostagma* (see n. 42 above).

*P. Adler. gr.* 15 (loan) and *P. Adler. dem.* 20 (cession) were held together, but that if there was a released security document this was disposed of or retained elsewhere.<sup>64</sup> However, most of the Pathyrite archives were dispersed through the antiquities market.<sup>65</sup> The British Museum cessions entered the collection at the same time as documents from the archive of Peteharsemtheus;<sup>66</sup> this supports the conclusion that the cessions were handed over to the released borrowers (Peteharsemtheus and his father Panebchounis), although some may have passed through the hands of a document trustee. However, based on the archival evidence we cannot reach any conclusions as to whether the released documents were kept with these cessions in antiquity.

P. W. Pestman's theories concerning a group of *ônai en pistei* from Pathyris may assist. Pestman suggested that these documents were not returned to the borrower when the debts were repaid but were retained in the archive of a trusted third party called Panebchounis son of Pakoibis, who held *ônai* belonging to many clients.<sup>67</sup> Panebchounis had an Egyptian name but was the son and grandson of an *agoranomos* and the verso notes on documents from his archive are in Greek; it is not clear whether his archive included demotic documents. Perhaps the unidentified *sh.w (n) db' hd* to which the cessions refer were, like Pestman's *ônai en pistei*, kept separately in an intermediary's archive, possibly that of the Egyptian priest Petosiris son of Harsiêsis.

<sup>64</sup> PESTMAN, 'Ventes provisoires' (cit. n. 20), p. 57.

<sup>65</sup> The painstaking process of reassembling the Pathyrite archives has been undertaken by Katelijn VANDORPE using her 'museum archaeology' method. See VANDORPE & WAEBENS, *Reconstructing Pathyris' Archives* (cit. n. 5).

<sup>66</sup> Information from a handlist of British Museum papyri prepared by Herbert Thompson and kept in the Egyptology Department of the University of Cambridge.

<sup>67</sup> BOSWINKEL & PESTMAN, *Les archives privées de Dionysios* (cit. n. 16), p. 123, n. o; PESTMAN, 'Ventes provisoires' (cit. n. 20), pp. 57–58.

## VII. CONCLUDING REMARKS

The British Museum cessions record the release or extinction of rights created in earlier contracts. Most of the contract-release cessions studied here refer to the release of security over land, but this cession-type was also used in other situations, including early and late repayment of unsecured loans and the cancellation of marriage contracts on divorce. It is likely that some contract-release cessions reflect the resolution of disputes, but it has not been possible to establish that this was true in all cases. All contract-release cessions provided the recipient with proof that he was free of certain obligations and reassured him that he had an effective defence against future challenges.

The contract-release cession is becoming better attested. Many of the surviving examples come from late second or early first century BC Pathyris. This may be a matter of chance, but probably reflects local scribal practices and may be associated with the emergence of the mixed-language mortgage that is attested in the Roman period. The British Museum texts significantly increase the number of known examples of this cession type and offer the opportunity to explore it in greater detail.

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## APPENDIX

Transliterations of excerpts from published texts follow these editions: Wendy Cheshire, 'A new demotic loan from Gebelein', *Enchoria* 7 (1977) (P. Phil. inv. 16744); Griffith, 'Demotic Papyri from Gebelên' (cit. n. 41) (P. Adler dem.); F. Ll. Griffith, *Catalogue of the Demotic Papyri in the John Rylands Library, Manchester: With Facsimiles and Complete Transcriptions*, Manchester 1909 (P. Ryl. dem.); Chauveau, 'Nouveaux documents' (cit. n. 71) (P. Amiens 5); P. W. Pestman, *Les papyrus démotiques de Tsenhor (P. Tsenhor): Les archives privées d'une femme égyptienne du temps de Darius 1<sup>er</sup>* [= *Studia Demotica* 4], Leuven 1994 (P. Tsenhor); M. el-Amir, *A Family Archive from Thebes: Demotic Papyri in the Philadelphia and Cairo Museums from the Ptolemaic Period*, Cairo 1959 (P. Phil. dem.); P. W. Pestman, *L'archivio di Amenotbes, figlio di Horos (P. Tor. Amenotbes): Testi demotici e greci relativi ad una famiglia di imbalsamatori del secondo sec. a. C.* [= *Catalogo del Museo Egizio di Torino. Serie Prima, Monumenti e Testi* 5], Milan 1981 (P. Tor. Amen.); E. Lüddeckens & R. Wassermann, *Demotische Urkunden aus Hawara* [= *Verzeichnis der orientalischen Handschriften in Deutschland. Supplementband* 28], Stuttgart 1998 (P. Hawara). Corrections made by subsequent commentators are referenced in footnotes.

The numbers in the column headed 'Clauses present' follow Zauzich's system (*Schreibertradition* [cit. n. 1]): the Roman numerals denote standard cession clauses; the Arabic numerals denote document in exchange for money clauses that do not usually appear in cessions. Introductory and closing formulae are omitted. A detailed analysis of variant wording in clauses other than Clause 1 is beyond the scope of this article; where clauses diverge significantly from the standard wording I have categorised them on the basis of their legal purpose. Other abbreviations used in this column are:

A = Additional assurance

Con = Third-party consent

P = Penalty clause

Doc = Clause referring to the return of the released document

Table 1  
Contract-Release Cessions from Pathyris

<i>Papyrus reference</i>	<i>Date</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
P. BM EA 10493	6 June 106 BC	'Greek document'	I, V, VIB (= Formular F12)	<i>t</i> w=y w <sub>y</sub> r-r=k n t <sup>3</sup> y=k d <sup>n</sup> i.t '3.t (?)' n p <sup>3</sup> y s <sub>h</sub> Wynn r-ir A p <sup>3</sup> y=k i <sub>t</sub> n=y h <sup>n</sup> c B – 'I am far from you in relation to your third(?) share of this Greek document which A your father made for me together with B'
P. BM EA 10505	10 June 106 BC	'Greek document'	I, V, VIB, A <sup>68</sup> (= Formular F12)	<i>t</i> w=y w <sub>wy</sub> r-r=k n t <sup>3</sup> y=k d <sup>n</sup> i.t 1/3 [p <sup>3</sup> y] s <sub>h</sub> Wynn r-ir A [p <sup>3</sup> y=k i <sub>t</sub> ] n B p <sup>3</sup> y(=y) i <sub>t</sub> h <sup>n</sup> c C – 'I am far from you in respect of your 1/3 share of [this] Greek document which A [your father] made for B my father together with C'
P. BM EA 10534	96–94 (?) BC	Document in exchange for money for two field shares	I, VIB	<i>t</i> w=y w <sub>wy</sub> r-r=k n p <sup>3</sup> [h]p n p <sup>3</sup> y s <sub>h</sub> (n) d <sup>b</sup> 3 h <sup>d</sup> r-ir=k n=y r nty nb nkt nb nty mtw=k n [...] p <sup>3</sup> y=w wn (locations of two field shares) nty iw wn w <sup>c</sup> .t [d <sup>n</sup> i.t] 3h n t <sup>3</sup> y iwe.t n-dr.t(=y) – 'I am far from you in relation to the right of this document in exchange for money which you made for me in relation to everything and every possession which is yours [...] a list of them: (locations of two field shares) of which one field [share] is security in my hand'

<sup>68</sup> Quoted in n. 12 above.

<i>Papyrus reference</i>	<i>Date</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
P. Phil. inv. 16744	24 Jan 96 BC (loan) 27 Sept 95 BC (repayment)	Grain loan	I, V	<i>tw=y wy.k r-r=k r pʒy bʒk r-ir=k n=y nty bry rn n pʒy sh-dnn r-ir=k n=y</i> – ‘I am far from you in relation to this document which you made for me which is above in the name of the loan ( <i>daneion</i> ) which you made for me’
P. BM EA 10533 and 10495	14 Oct 96 BC	Document in exchange for money for farmland made in <i>archeion</i>	I I, II, III, V, VIA, VIB	<i>tw=y wwy r-r=k n pʒ hp tʒy=k dni.t ½ n ʒh mrwt nty pb r-r=k hn</i> (location) <i>rn pʒ sh (n) dbʒ hd r-ir=k n=y irm nʒy=k sn.w n pʒ ʒrgn</i> – ‘I am far from you in relation to the right of your ½ share of fertile land which accrues to you in ( <i>location</i> ) in the name of the document in exchange for money which you made for me together with your brothers in the <i>archeion</i> ’
P. BM EA 10835	31 Oct 95 BC	Document in exchange for money for section of field	I, VIB	<i>tw[=n] wwy r-br=tn n pʒ [h]p pʒy sh (n) dbʒ hd r-ir[=tn n=n] r pʒy[=tn] wn ʒh</i> (location of field share) – ‘[We] are far from you in relation to the right of this document in exchange for money which [you] made [for us] for [your] section of field ( <i>location of field share</i> )’
<i>P. Adler dem. 15</i>	24 Oct 96 BC	Document of third-party guarantee ( <i>ʒp dr.t</i> )	I, [at least one line is lost]	<i>tw=y wwy r-r=k n pʒ hp n pʒy sh r-ir=k n=y ʒp dr.t n-im=f...</i> – ‘I am far from you in relation to the right of this document by which you became surety for me ...’



Table 1  
(continued)

<i>Papyrus reference</i>	<i>Date</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
<i>P. Ryl. dem.</i> 33	14 Feb 95 BC (?)	Partnership agreement	I, V	<i>tw=n wy.t r-r=k n p<sup>2</sup> hp n p<sup>2</sup>y b<sup>2</sup>k n hbr r-ir=k [irm ...]</i> – ‘We are far from you in relation to this partnership agreement <sup>69</sup> which you made [together with ...]’
<i>P. Adler dem.</i> 20	5 July 93 BC	Document in exchange for money = <i>P. Adler gr.</i> 15?	I I, VIB, VIC (= Formular F13)	<i>tw=n wwy.w r-r=k n p<sup>2</sup> hp n p<sup>2</sup>y sb (n) db<sup>2</sup> hd r-ir=k n A r hd rdb sw 46 rdb it 68 n b<sup>2</sup>.t-sp 15.t <sup>2</sup>bd 2 <sup>2</sup>ht 15 p<sup>2</sup> <sup>2</sup>rgn Pr-H.t-Hr dr B</i> – ‘We are far from you in relation to the right of this document in exchange for money which you made for A for silver of 46 artabas of wheat, 68 artabas of barley in year 15, Paophi 15 (at) the <i>archeion</i> of Pathyris through B’
<i>P. Amiens</i> 5	12 May 90 BC	Document in exchange for money for field <sup>70</sup>	I, V, VIB (= Formular F12)	<i>[tw=y wwy r-r=k n p<sup>2</sup> hp n p<sup>2</sup>y sb] (n) db<sup>2</sup> hd r-ir=k n-y r p<sup>2</sup>y <sup>2</sup>b (n) Sn (n) b<sup>2</sup>.t-sp 16 <sup>2</sup>bd-2 'smw' sw 10</i> – ‘[I am far from you in relation to the right of this document] in exchange for money which you made for me for this field at Latonpolis in year 16, Payni, day 10’

<sup>69</sup> NIMS, ‘The term *hp*’ (cit. n. 4), p. 252.

<sup>70</sup> Appended to the cession is a receipt for repayment of a *daneion* almost eight years after the date of the loan. The editor of the text has suggested that this acknowledged the repayment of the final instalment of what had been a large loan (M. CHAUVEAU, ‘Nouveaux documents des archives de Pétéharsemtheus fils de Panebchounis’, [in:] K. RYHOLT (ed.), *Acts of the Seventh International Conference of Demotic Studies, Copenhagen 23–27 August 1999*, Copenhagen 2002, p. 48).

Table 2  
Contract-Release Cessions from Other Egyptian Sites

<i>Papyrus reference</i>	<i>Date/Provenance</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
<i>P. Tsenbor</i> 15	Mar/ Apr 494 BC Thebes	Document type not stated	[I], VIB, P	The first and second clauses read: <i>dī=k mtr ḥᶜ.t(=y) (n) pᶜ ḥp pᶜy dᶜmᶜ ḥr=k (n) A pᶜy=y ḥy n (date) tw(=y) wy(.ḫ) r-r=k</i> – ‘You have satisfied my heart in relation to the right of this document which you made for A my husband in ( <i>date</i> ). I am far from you’.
<i>P. Phil. dem.</i> 20	21 Oct 237 BC Thebes	Document of pledge for money creating security over 2 houses	I, V, VIA, VIB, VIC	<i>tw=y wy.ḫ r-br=t n pᶜ ḥp pᶜ ᶜsh ḥwᶜt (n) dbᶜ ḥd r-ḥr=t n=y ḥnᶜ A pᶜy=t ḥy ḥ.t r pᶜ ᶜwy B (location of house) ḥnᶜ pᶜ ᶜwy n C (location of house) r-iᶜ r=t n=y ᶜsh ḥwᶜt (n) dbᶜ ḥd r-r=w ḥ.t</i> – ‘I am far from you in relation to the right of the document of pledge for money <sup>71</sup> you made for me together with A your husband previously for the house of B ( <i>location of house</i> ) together with the house of C ( <i>location of house</i> ) for which you made for me a document of pledge for money previously’.

<sup>71</sup> NIMS, ‘The term *ḥp*’ (cit. n. 4), p. 251 n. 66.

Table 2  
(continued)

<i>Papyrus reference</i>	<i>Date/Provenance</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
<i>P. Tor. Amen.</i> 15	126 BC Thebes	Loan of money (repaid early)	I I 4B, I (bis), V, Doc, VIIC, V (bis), VIB, P	<i>di=y</i> 'w <sup>w</sup> y' r-r=k n p <sup>3</sup> 'hp' [n p <sup>3</sup> sh] 'r <sup>1</sup> -w <sup>h</sup> š' <i>ür=k n=y</i> <i>irm A n</i> (date) r (amount of money) r <i>di.t st n</i> (date) – 'I am far from you in relation to the right [of the document] of claim which you made for me together with A on (date) for (amount of money) to repay it on (date)'
<i>P. Hawara</i> 13	20 Apr 99 BC Hawara	Marriage agreement	I I, 4A, 4B, II (Doc), III (Doc), V, P, Con	<i>tw=y ww r-r=k n p<sup>3</sup> hp n p<sup>3</sup> sh n s<sup>c</sup>nh n h<sup>d</sup> 2I n<sup>3</sup> tny.w</i> <i>pr-h<sup>d</sup> n Pth wth r-ir=k n=y n</i> (date) – 'I am far from you in relation to the right of the maintenance agreement of 21 pieces of refined silver of the treasury of Ptah, which you made for me on (date)'
<i>P. Hawara</i> 18	90–88 BC Hawara	Marriage agreement and associated documents	I I, II (Doc), III (Doc), V, VIB, P, Con	<i>di=y ww [r-r=k n] p<sup>3</sup> hp [n p<sup>3</sup> sh n s<sup>c</sup>nh n] h<sup>d</sup> 2I &lt;n&gt;</i> <i>tny.w pr-h<sup>d</sup> Pth [w]th r-ir=k [n=y n h<sup>3</sup>t-sp ... ?bd ... sw</i> <i>...] ... hn<sup>c</sup> sh 'nb' r-ir=k n=y</i> – 'I am far [from you in relation to] the right [of the maintenance agree- ment of] 21 pieces of refined silver of the treasury of Ptah which you made [for me in year ... month ... day ...] together with every document which you made for me'

<i>Papyrus reference</i>	<i>Date/Provenance</i>	<i>Released contract</i>	<i>Clauses present</i>	<i>Clause I wording</i>
<i>P. Hawara 23</i>	10 Nov 67 BC Hawara	Marriage agreement, document in exchange for money and cession	I, II (Doc), I, 4B, VIB, P	<i>di=y w w.t r-r=k p<sup>3</sup>y hp p<sup>3</sup> sh s<sup>c</sup>nh h<sup>d</sup> 2I n<sup>3</sup> tny<sup>c</sup>.w<sup>1</sup> pr-h<sup>d</sup> Pth [wth] r-ir=k n=y n h<sup>3</sup>.t-sp 34 <sup>3</sup>bd-4 šmm 5 hn<sup>c</sup> p<sup>3</sup>y sh (n) db<sup>3</sup>-h<sup>d</sup> p<sup>3</sup> sh wy r-ir=k 'n=y' 'n hr(?) p<sup>3</sup>y=k s<sup>c</sup>nh mr htmw wyt n h<sup>3</sup>.t-sp 6 <sup>3</sup>bd-2 'šmm sw 12' hn<sup>c</sup> sh nb knb [nb] md &lt;nb&gt; p<sup>3</sup> t<sup>3</sup> - 'I am far from you in relation to this right of the maintenance agreement for 2I pieces of [refined] silver of the treasury of Ptah, which you made for me in year 34, Mesore, day 5, together with this document in exchange for money and the cession which you also made for me concerning your endowment of chief treasurer and embalmer in year 6, Pauni, day 12, together with every document, [every] deed, every thing in the world.'</i>