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Land Leases and the Legal Lexicon

Examining Legal Terminology in Abnormal Hieratic and early Demotic Land Leases

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Bibliography and Abbreviations

The following is a list of the bibliography, each entry followed by the abbreviation used in the text.

All depictions of hieroglyphs within the text have been created using JSesh 6.5.1:


Gardiner, A.H., “Adoption Extraordinary” in *JEA* 26, 1940. 23-29. Gardiner in *JEA* 26


Revillout, E., “Quelques Documents historiques de Bocchoris à Psamétique 1er.” in *RE* 7, 1896. 111-146.


Introduction

During the Late Period, Demotic took the place of earlier Hieratic as the script of choice for handwritten documents in ancient Egypt. The number of Demotic papyri recovered from this time is immense, numbering into millions of texts and fragments. Yet, as studies progressed, it was found that this shift to Demotic was not uniform, and that the Valley was doing things their own way. A second script, now called Abnormal Hieratic, developed independently in the Theban region as well as in Dakhla. It vanished again in the 26th dynasty to be replaced by Demotic. It is less regular and uniform than Demotic, and only a handful of scholars have devoted their time to reading it.

Among this large collection of Late Period documents, a new type of contract emerges in the 25th dynasty, concerning the lease of land. Plots are handed out for tilling in return for a share of profit. These early lease contracts occur in the Theban region, first in Abnormal Hieratic script and later in early Demotic. However, it is not just their script that changes: the vocabulary and expressions also vary between the two groups.

This small number of leases, including the unpublished papyrus Louvre E.7860, give us a peek at land tenure in the Late Period Theban region. In this study, I will highlight differences and similarities between Abnormal Hieratic and early Demotic legal terminology. To aid me in this endeavour, I will also examine another group of texts dealing with land ownership and transfer: donation stelae. These texts occur in great numbers in the Late Period, with roots in Ramesside decrees. Based on this material, how does the shifting legal lexicon shed light on the eventual replacement of Abnormal Hieratic by Demotic in the Theban region?

To answer this question, I will examine not only the words and phrases used, but I will also examine the origin and administration of temple lands as seen within both donations and leases, which brings the two groups together. In chapter 1 I will give a brief description of the material, followed by the lexicon in chapter 2. Chapter 3 presents my preliminary conclusions. In chapter 4 I will tackle the thus far unpublished papyrus Louvre E.7860, which dates to the reign of Apries and bridges the gap between the early leases under Taharka in Abnormal Hieratic, and the transitional and Demotic leases under Amasis. With this text, I will hopefully be able to sketch a more complete image of the Theban scribal tradition, and present my final remarks in chapter 5.

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1 My thanks to Prof. Koen Donker van Heel, who has been of invaluable assistance in the writing process and in finding countless references, as well as to Prof. Olaf Kaper, who pointed out to me the existence of the donation stelae and their relevance to my study.

1. Description of the Material

Central to my research are fifteen texts on papyri from the Louvre and British Museum collections, dating to the reigns of Taharka, Apries, Amasis, and Darius. Eight of these texts are written in Abnormal Hieratic, seven are early Demotic. Aside from these papyri, I will also consider 18 donation stelae from the 22nd to 26th dynasties.

1.1 Donation Stelae

The donation stelae are stone stelae with (usually) short texts concerning donations by individuals to temples. The donations could consist of food offerings, lamps, houses, and most relevantly plots of land. Often this land was to be administered by a third party. The lunette of the stelae depicts the king and/or a private person offering to the god(s) of the temple’s domain. The stelae were set up either at the borders of the land which was donated, or within the temple grounds. They are mostly inscribed in Hieratic, but also in regular and cursive hieroglyphs.

The majority of the known donation stelae have been listed by Meeks in his 1979 list. Since then, several more stelae have been recovered and published. The most recent compendium of these texts is Jansen-Winkeln’s IS. In total I have traced 124 stelae with donations. Most of these originate in the Delta (96), and only a few were found in Middle and Upper Egypt (9 and 6 respectively). While some statistical variance is expected, it is clear that these stelae are a Delta development, and they form a counterpart to the Theban papyri described below. Yet as the Delta is also the cradle of Demotic, their influence should not be ignored.

I have discarded 16 pieces out of these 124 which are too damaged, and 21 which are unpublished. Out of the remaining 87 stelae I have made a selection of 18 pieces (Table 1, Nos. 1-18). This selection is intended to reduce the number of texts to be presented in detail, and thus the size of this work, and to give a representing sample of the variation within the corpus, containing the common words and phrases, as well as the more uncommon and unique terminology. I will refer to stelae outside the selection by their inventory number and their IS number.

1.2 Abnormal Hieratic papyri

The core of this work are the papyri from the 25th to 27th dynasties concerning land leases. The landowner and the cultivator make an agreement discussing the terms of the lease. These can range from a simple mention of payment of rent and taxes, withdrawal after the end of the lease, and fines

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3 Meeks in *State and Temple Economy*, 661-687.

4 IS provides an easy reference system for all Late Period texts, where each text has a unique reference number and a list of all existing publications up to 2014. I have not found any more recent publications. For this reason I have chosen to use these numbers as my reference for all texts outside my selection in Table 1.

The number of each stela is indicated as follows: (X.X). The first number is the king’s number in IS, the second number is the entry number of the text in question for that king. The numbering continues from (1.X) for the first entry in volume I, up to (60.X) in volume IV part 2. The following numbers can be found in each volume:

- Vol. I (dyn. 21): 1 (Smendes I) – 11 (non-specified 21st dyn.)
- Vol. II (dyn. 22-24): 12 (Shoshenq I) – 45 (non-specified 22nd-24th dyn.)
- Vol. III (dyn. 25): 46 (Shabaka) – 52 (non-specified 25th dyn.)
- Vol. IV-1 (dyn. 26 part I): 53 (Psamtik I) – 58 (Psamtik III)
- Vol. IV-2 (dyn. 26 part II): 59 (divine adoratrices) – 60 (non-specified 26th dyn.)
for non-compliance. The texts have a small margin on the right and top, and are written in relatively narrow columns, the so-called “narrow type”\(^5\).

The current total of Abnormal Hieratic texts is eight, on six papyri (Table 1, No’s 19-26). These papyri were acquired for the Louvre as part of the Eisenlohr lot, and one was bought separately by the British Museum. They have been published by Donker van Heel in RdE 48-50, P. Eisenlohr, and by Hughes in P. Land Leases. Donker van Heel notes that No 26 is not a lease, but I have chosen to include it in my selection because it does contain fragments of the exact same terminology. No 24 has thus far not been published, and will be discussed in detail in chapter 4. These papyri date to the later end of the reign of Taharqa and the mid-rule of Amasis. No 24 is currently the only such document from the reign of Apries. Without exception all of the papyri originate from Thebes and involve several choachytes\(^6\).

1.3 Early Demotic Papyri

Directly following these Abnormal Hieratic texts, six early Demotic land leases are also known from Thebes in the reign of Amasis, and one from Hou under Darius (Table 1, No’s 27-33). They are somewhat longer and more elaborate than their Abnormal Hieratic counterparts. A plot of land of unspecified size is handed to a second party to be tilled. The contract defines the division of costs and profits from the field to both parties. Several clauses concerning legal security are added, and the document is signed by the scribe and witnesses. While Demotic also employs a layout with wide lines and margins, several of the texts in the selection maintain the Abnormal Hieratic narrow type format\(^7\).

These are the earliest known land leases written in Demotic\(^8\), and together with the Abnormal Hieratic texts comprise the earliest land leases currently available to us. Like the above papyri they are mostly part of the Eisenlohr lot and all originate from Thebes. These papyri have been published in P. Land Leases, P. Eisenlohr, and by Malinine in P. Choix and RdE 8. The text from Hou is in the Loeb collection, and has been published by Vleeming in P. Hou.

Three further unpublished texts from Darius’ reign exist: the fragmentary P. Berlin 13617 + 23676\(^9\), P. Moscou I. 1.a.424\(^10\) from year 29, and P. Cairo 2 31046 from year 12, which Spiegelberg\(^11\) thought to be a lease, although I am uncertain it is one. Because of the lack of publication I will not use these texts in my research.

\(^5\) Donker van Heel, P. Eisenlohr, 49-50.

\(^6\) See Donker van Heel in RdE 48, n7 for referrals about Theban choachytes; also P. Eisenlohr 11.

\(^7\) Donker van Heel, P. Eisenlohr, 50.

\(^8\) A large wealth of texts is known from the Ptolemaic Period, see Felber, P. Ackerpachtverträge; For Ptolemaic, Roman, and Arab leases, see Keenan, Manning and Yiftich-Franko, Law and Legal Practice, 339-400.

\(^9\) Zauzich, Ägyptische Handschriften II, n69 p41 and n303 p170. Only a facsimile of the speaker’s name and the scribe’s name are shown.


\(^11\) Spiegelberg, W., Die demotische Denkmaler 30601-31270 50001-50022. Vol. II, 2 parts, description and plates. Strassburg : 1906. 237-238, Pl. LXXI. Spiegelberg reads shw=k n= n i phy=k lhy at the start of line 2, but I cannot reconcile this with the traces in the photograph.
Table 1: list of selected sources

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<td>Sais</td>
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12 Also known as the Small Dakhla Stele.
13 Incorrectly dated by Meeks in State and Temple Economy, 672 to dyn. 23, corrected based on Beckerath, Chronologie 89, 97-98, 191. Von Beckerath places the Nubian kings Alara, Kashta, and Piye/Piankhy as the Nubian part of the 25th dynasty. Janssen-Winkeln also places Kashta and Piye within the 23rd dynasty directly following Peftjaubast. I have chosen to follow Beckerath’s Chronologie in this list.
Table 2 – Concordances

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</table>

2b: Papyri concordances

14 The number 57.300 is a collective entry for which IS does not have a hieroglyphic entry, only references. No 33 is not listed, as IS only goes up to dyn. 26.
2. Terminology

The following is a compound list of the terminology from all three types of sources together. I have grouped these words by their function within the text, subdivided alphabetically where necessary. I will first provide a brief summary of the layout of the texts, and will then proceed to the terminology according to the order in the layout.

2.1 Layout

All three groups of texts (stelae, Abnormal Hieratic papyri, and Demotic papyri) have a consistent layout within their group, with some variation in the actual content. There are several key differences between the three groups.

Stelae

Most of the stelae follow a set structure with minor variations. The dominant pattern is as follows:

Date – verb – donated object – recipient(s) – blessing and/or curse

While the donations were given to the temple domain in practice, a recipient who managed the field is usually named on the stela. The grammatical recipient of the donation can be a person, a god, and in two cases a specified temple followed by a person. They can be introduced by several prepositions: r-ḥt or n-ḥt “under the administration of”, r “to”, or n “to/for” (see Recipients below).

The text can also contain additional people: the donor indicated by m-ḥr.t NN “from the hand of NN” and/or an intermediary for the donor indicated by i.ir NN “which NN does”. Only three times is the word in “by” used to indicate the donor (see Donors and Intermediaries below).

Two simple variations are as follows:

Date – verb – subject – donated object – recipient(s) – blessing and/or curse

Date – verb – subject – recipient(s) – donated object – blessing and/or curse

In these variants a person is mentioned directly after the verb as the subject. This person can be the king, a private person, or a suffix pronoun which leaves their identity ambiguous. They are either the donor or the intermediary.

These first three variants can also include hrw or hrw pn “on (this) day” before the verb (see below).

A fourth variation constructs the verb with the particle iw:

Date – iw – subject – verb – donated object – (recipient) – blessing and/or curse

This construction is somewhat common in the 22nd dynasty, but does not occur in any later stelae except one exception from the 26th dynasty, No 13. Only No 5 starts with NN – verb without iw.

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15 No 9, S and St. Cairo JE 30972 (28.21), 3.
16 Occurring on ten stelae: No 1, 2, St. Louvre E.20905 (22.25), 2, St. Berlin 7344 (22.30), 2, St. Moscow I. 1.a.5647 (4128) (22.34), 2, St. St. Petersburg Ermitage 5630 (26.6), 3, St. in private collection Cologne (26.7), 2, St. from collection Farouk (28.14), 1, St. Brooklyn Museum 67.119 (28.18), 3, St. IFAO 14456 (28.20), 1, St. Cairo JE 30972 (28.21), 1.
**Abnormal Hieratic Papyri**

The seven published Abnormal Hieratic texts show a great deal of variance between them, and those of later date show common ground with the early Demotic texts discussed below. N° 24 is excluded from the analysis in the following chapters and will be discussed separately in chapter 4. Their structure is as follows:

Date – *dd NN n NN* – verb – leased land – share division – terms – scribe’s signature – witnesses

The terms used include a clause involving the *wdḥ* “surplus”, land measurement, once a withdrawal clause with an oath, and protection against third parties. Taxes are dealt with in the share division. Witnesses sign on the recto and state they agree to the content of the contract.

The number of texts is small and originates from a single archive, thus I cannot say with certainty that they are representative of all (undiscovered) Abnormal Hieratic leases. The same is true for the early Demotic papyri, although they may be compared with later Ptolemaic Demotic texts.

**Early Demotic Papyri**

The early Demotic papyri follow a regular layout with several consistent clauses throughout all seven texts. Like the Abnormal Hieratic layout, the text runs as follows:

Date – *dd NN n NN* – verb – leased land – share division – terms – scribe’s signature – witnesses

Possible terms of the contract include the payment of the taxes to the domain of Amun, the measurement of land, payment of damage to the harvest, division of loss and profit, withdrawal clauses, and fines to the lessor on violations of the contract. After the signature of the scribe, witnesses may sign on either the recto or the verso.
2.2 Date

With minor exceptions\(^{17}\) the date is the first item mentioned in all of the texts. The date always mentions the regnal year and preferably the month.

In the stelae the month is included in just under a third of the dates, but of these only three mention a day number\(^{18}\). The Ramesside practice of a day in the date continues in Abnormal Hieratic and is lost in Demotic. I cannot link these stelae with this Abnormal Hieratic use, as they are from Amheida, Buto, and Mendes. Out of these locations, only Amheida has provided Abnormal Hieratic texts.

The date is commonly followed by the king’s name, which can be introduced by \(\text{hr hm (n)}\) “under the majesty of”, but this is done far from consistently and without pattern. In my selection alone, N°\(^{19}\)s 2, 4, 8, 10, 11, 12, 13, and 15 start with the date in line 1 and then directly proceed to the titulature with no introduction.

The king’s name is almost always mentioned in the stelae, though it is noteworthy that the Theban stelae are very brief, and N° 18 omits both the date and the name of the king entirely. In the non-Theban stelae where the king’s name is either short or absent, the king is depicted with his full name in the lunette.

This brevity concerning the reigning king in the Theban stelae may well be reflected in the Abnormal Hieratic habit of omitting the name of the king in dates, as in N°\(^{19}\)s 19-23. In Demotic the king’s name is given and the day is omitted.

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\(^{17}\) Several stelae do not contain a date, including N° 1, 3, and 18. N° 7 may have had a date but is damaged. St. Moscow I 1a 5648 (4133) (22.32), 5 mentions the year at the end of the text; St. London UC 14536 (55.90), 1 and St. Lausanne 24 (56.47), 1-2 give the king’s name first, then the year. N° 6 gives a date in the lunette.

\(^{18}\) N° 10, 2, St. from collection Farouk (28.14), and St. Strasbourg 1379 (22.27) which is otherwise too damaged. Also St. Berlin 7344 (22.30), 1-2 which interestingly splits the date: “Year 32 of pharaoh Shoshenq Saese Meryamun Heqaianu, month 2 of Shemu”; St. Cairo JE 45530 (23.10), St. Cairo JE 45948 (33.4), St. Cairo TN 11/9/21/14 (33.5), St. Genf 23473 (39.4), St. Cairo TN 14/2/25/1 (52.89), St. Hannover KM 1935.200.439 (53.60), St. Michailides (53.92), St. in private collection (53.384), St. Louvre E.26833 (54.71), St. Louvre E.22036 (54.72), St. in collection Mandel (54.75), St. Uppsala Gustavianum vm 3208 (56.2), St. in art trade, Cairo (56.25), 1-2 which reads [YEAR] \(\text{hkn [KING]}\). St. Moscow I.1.a.5645 (56.112), St. Berlin 7780 (56.114), St. St. Petersbourg 18449 (57.218) St. Cairo TN 14/2/25/2 (57.223), St. Berlin 14998 (57.310). Total 19 stelae outside the selection.
2.3 The Parties Involved
While both donations and leases occur between two parties, the donations do not always mention the parties explicitly, and if they do, the recipient may be a god or a proxy for a god, and the donor may be represented by an intermediary.

**dd NN n NN**
All of the papyri are ss-documents, introducing the active parties with dd NN n NN “(In year X) NN said to NN”. Both parties may consist of multiple people, up to an extraordinary 15 in N° 25, 1-8. The first party is the one drawing up the document, and can be either the landowner (the lessor) or the cultivator (the lessee). Which party is which is clarified by the contents of the contract.

Donor as Subject of the Verb
In the stelae, the donor can be mentioned in the text as the subject of the verb of transference, before the donated object is mentioned. This occurs within the selection in N° 1, 2 (iw=f hnk “He donates”), 3, 1, 2 (f=f “he brings”), 13, 2-3 (iw NN rdi.t “NN gives”), and 16, 2 (wd hnk=f rdi.t “his majesty decrees to give”).

In four cases a god is named directly after the verb. However, these gods are also shown in the lunette to be the recipient. In N° 11 the phrase hnk wsir-sd-hm=f-n-dv.t.t should accordingly be read as hnk (n) wsir... “A donation to Osiris-who-saves-his-servant-in-Duat” rather than “Osiris donates”.

Donor Introduced by Preposition
When introducing the donor after the donated object on the stelae, they are most clearly indicated by the preposition m-dr.t “from the hand of”. In N° 6, 1 the preposition n seems to be used to indicate original “ownership” of the donated object, see also Recipients below. N° 8, 3 and 14, 4 introduce a possible donor with in “by”. As no other people are named in these stelae as a donating party, I am certain that these are the actual donors rather than intermediaries.

Recipients
The stelae introduce the recipient of the donated object with the following prepositions:

- r-hjt / n-hjt: N° 9, 5 and 14, 3. Literally “to the baton/staff of”, indicating administrative power. The recipient in both cases is a doorman. Other recipients also hold temple ranks.
- r-dr.t: “to the hand of” in st BM 1427 (57.187), used for r-hjt.
- n-dr.t: translated as “in administration of” in N° 17, 4, also used for r-hjt.
- r: “to” only used for temples, followed by r-hjt (n) NN, as in N° 9, 5.

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20 Lippert, Rechtsgeschichte, 138-139.
21 N° 11, 2, the twin stelae Louvre E.26833 (54.71), 2 and E.22036 (54.72), 2, and St. Cairo JE 28731 (60.151), 1.
22 Graefe and Wassef in MDAIK, 105 also translate “...Stiftung (für) Osiris-...”, 107 c for this name of Osiris.
23 Compare also Donker van Heel, P. Eisenlohr 89, 90 V for tax received m-dr.t Djekhy.
24 The examples listed in this paragraph are not exhaustive.
25 El-Sayed, Documents relatifs a Saïs, 48 p; Gardiner, P. Wilbour II, 86, 110.
27 Compare Gardiner, P. Wilbour II, 86, which shows similar replacement of (r-)hjt by m-dr.t.
28 Leahy in JEA 74, 185, but without commentary about this translation.
This allows for the possibility that mentioned after Mandel (34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1). “of” or “for”, depending on the context.

$n$ is ambiguous: $h nk \ hr n$ $NN$ translates as “donation of a field belonging to $NN$” or “donation of a field to $NN$”. Meeks argues for the latter based on $N^\circ 6$, 1. I read $hrw \ pn \ di \ h nk \ hr t 3 n \ kin.tw \ n \ bst.t \ hr-\hby$ “On this day, giving a donation of 3 arouras land of the kantiu of Bast Horcheby”. As Horcheby is shown donating in the lunette, I fail to see how he is the recipient. Similarly $N^\circ 4$, 3, a donation $n$ the singer of the interior of Amun Karama, also shows her in the lunette as offering to the gods; again I would translate “of” rather than “to”.

However, Gardiner notes that recipients tend to be high-ranked, making these two more likely to be high-ranked recipients rather than landowners. Donations also have a compensation, such as the daily jug of beer for Bastet in $N^\circ 7$ (and see also $s h \ hbs$ below). As both Horcheby and Karama fulfill functions within the temple, their depiction may show them providing this compensating service. If this is the case $n$ should be translated as “to/for”. Both options remain open.

$n$ is clearly used to indicate the recipient in: $N^\circ 2$, which is done $m-hr-n$ “before” a very high official and $n$ “to” a lower but still high-ranking priest; $N^\circ 3$ where offerings are brought to Bastet; $N^\circ 5$ where a field is given to a town; $N^\circ 7$, where the king “does an establishing (m$n$) for his mother Bastet”; $N^\circ 13$ where a donation is made $n \ s\h nh$ “for the subsistence” of a doorman; and $N^\circ 15$ which is given to Atum.

**Intermediaries**

Several stelae (but no papyri) involve an intermediary. Meeks ascertains that it is possible (and even customary) for the donations to be handled by an intermediary acting in place of the donor, and sees their presence as a sign of local rulers usurping royal power. He refers to persons introduced by $i.ir \ NN$ “which $NN$ does”, once $r-db$ “in place of”, and once in “by”. These words occur in various stelae within my chosen corpus, as well as several earlier stelae from the New Kingdom both in Egypt proper and in Nubia which fall outside the scope of this study.

For instance in stelae $N^\circ$s 10, 6 and 12, 5 intermediaries are named. The name mentioned after $i.ir$ differs from the donor’s in the lunette in $N^\circ 10$: the man donating in the lunette is great one of the Shamain, Nesdejehuti, while the man named after $i.ir$ is god’s father of Amonrasoner and seal scribe of the Oasis, Hortabia son of Pete[...]. $N^\circ 12$ does not have a donor in the lunette, but in the text the...

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29 Meeks in *State and Temple Economy*, 629-630 and n93
31 More widely used in marriage contracts, see Lippert, *Rechtsgeschichte*, 166-169.
32 Meeks in *State and temple Economy*, 631-640, 631 and 634 specifically.
33 Meeks in *State and temple Economy*, 639.
34 Other stelae are: St. Cairo JE 31653 (16, 22), 3, St. Cairo JE 45327 (18, 69), 5, possibly St. Cairo TN 11/1/25/13 (22, 28), 3, St. in Buto magazine (28, 15), 2, St. Gurob (29, 32), 1-3, St. New York MMA 55.144.6 (46, 70), 2, St. coll Mandel (54, 75), 2, St. Cairo JE 41670 (55, 102), 4, St. St. Petersburg 18499 (57, 218). While the people mentioned after $i.ir$ are of high rank, several of these stelae do not mention an additional name for the donor. This allows for the possibility that the people after $i.ir$ are, in fact, the donor themselves.
donation is done by\textsuperscript{35} scribe of the front, adorator, Imentekenefy son of Gemamun, and \textit{i.\textit{ir}} singer of the interior of Amun Ankheneites daughter of Tekenpetebast.

Meeks interprets \textit{r-db\textsubscript{i}} in N\textsuperscript{o} 1, 3 as also being an introduction for the intermediary, but his reading is inaccurate\textsuperscript{36}. The stela reads [king’s name] \textit{iw=f hnk n \textit{nh} t n hry hs n \textit{hrw} t-hr nb.t \textit{ih}.t p\textsuperscript{3}-i.\textit{dr}.t s\textsuperscript{i} hry hs \textit{hrw} t-hr nb.t inb.w \textit{iw=n-nh} \textit{r-db\textsubscript{i}} s\textsuperscript{i}-nsw \textit{r’-ms-sw} \textit{is}.t-m-\textit{hb} m-dr ... \textit{f’y-n.t-hr=s} “[The king], he donates a house and field to chief of singers of Hathor lady of the cow Peirneith acts as an administrator under Isemchebis’ name, similar to named priests administering fields received by the temple.

He also names N\textsuperscript{o} 14, 4 as an example, which reads \textit{hnk n hm=f hrw pn(?)}\textsuperscript{18} m \textit{nh}.t\textsuperscript{19} n \textit{sh}.t pr \textit{wsir} hr \textit{hbs} m pr \textit{hr-wnnw.t} r-ht NN in psmtk s\textsuperscript{3} \textit{wr-f\textsuperscript{3}} p\textsuperscript{3}-m\textsuperscript{3}i “A donation for his majesty\textsuperscript{40} on this day, being lands of fields of the domain of Osiris, for a lamp in the domain of Horus-Wennout, into the administration of NN, by Psamtik son of \textit{wr-f\textsuperscript{3}} Pemai”. I cannot read Psamtik as anyone but the actual donor, not an intermediary. \textit{in} is used the same way in N\textsuperscript{o} 8, 3 where Nesdjehuty (the same person as in N\textsuperscript{o} 10) installs loaves of bread for a cult. Nesdjehuty is also clearly not an intermediary.

While I agree with Meeks that some of the stelae use an intermediary in the donation, it is far from systematic as he makes out to be. An occurrence on ten stelae out of 124, spread across Egypt and dating to ten different rulers does not make a convincing case.

\textit{rd} or \textit{rwd} “representative(s)” may appear within papyri\textsuperscript{41}, although not within those of my selection. In Ptolemaic leases the representative acts for the landowner to receive the rent or tax payment\textsuperscript{42}.

\flushleft\textsuperscript{35} The first few signs of the line are damaged. After the group determining \textit{i\textit{hb}.t “east” IS indicates two damaged groups ending in a \textit{t}, which could be \textit{m-dr}.t. This is possible as Imentekenefy seems to be the donor. I also cannot translate the first title \textit{p\textsuperscript{3} idn} with certainty: it lacks the cow ear determinative for \textit{idn “representative”}.

\textsuperscript{36} Meeks in \textit{State and Temple Economy}, 631 reads “il (le roi Osorkon 1er) a offert des champs au chef des chanteurs d’Hathor Dame de la Vache, \textit{P\textit{i}-i-\textit{ir}-\textit{Nbw}}, fils du chef des chanteurs d’Hathor Dame des ‘Murs’ (nommé) Tw-n-nhi – par l’intermédiaire du fils royal de Ramsès Isemkheb (et places) sous l’administration de la ... (nommée) \textit{f’y-Nbw-hr-s’}. He does not read the house sign after \textit{hnk}, translates \textit{r-db\textsubscript{i}} as “by the intermediary", which it does not mean, and reads \textit{m-dr}.t as “under administration of", which as seen above is possible but unlikely. I thus strongly disagree with his translation.

\textsuperscript{37} On the names read as Neith instead of \textit{nbw “gold”}, see Saleability: Correction of a Misreading below, as well as note 147 on the illegible group.

\textsuperscript{38} Uncertain. The group seems to be written \textit{p h n}, but I cannot collate this as no photograph is available. I have no other examples of \textit{hrw pn} in this position in the sentence, but I cannot find a word \textit{phn} or \textit{phnmi}.

\textsuperscript{39} I have read the superfluous \textit{i} with line underneath as part of \textit{ih “field”}. I cannot place it otherwise.

\textsuperscript{40} The writing leaves open whether this is “A donation to his majesty”, “A donation of his majesty”, or even \textit{hnk n hm=f “His majesty has donated”, though this is unlikely considering the context.

\textsuperscript{41} Lippert, \textit{Rechtsgeschichte}, 104-105.

\textsuperscript{42} Lippert, \textit{Rechtsgeschichte}, 158; Gardiner, \textit{P. Wilbour II}, 83.
Considering Ownership

I have consistently indicated the party providing the piece of land as the donor, rather than the owner. The question is whether or not these donors actually held the final ownership of the lands they transferred to the temple. In N° 12, 2-3 for example, the field donated is 10 st\(\text{t} \times \text{t} \times \text{kpr} n\text{mhr} \text{hr pr imn t}\text{k'h hv.t tn} \) “10 arouras of high and privately owned fields in the domain of Amon of the district of this temple”. While the land is “privately owned”, it is within the temple’s domain.

Similarly Katary\(^{43}\) tells us that the nmhr.w “smallholders” or “freeholders” were still obligated to pay taxes to the local institution, be it the royal or temple treasury. In return, they had free reign over the land, including inheritance rights. The land could still belong to the king\(^{44}\).

In the leases, the priests who lease out “their” land also mention that the lands are within the domain of Amon in N°\(^{5}\) 28, 2, 29, 4, 30, 5-6, and 31, 2-3, and in the “Place of Horsaese”\(^{4}\) in 33, 2. Furthermore in N°\(^{5}\) 22, 5, 23, 2-3, 28, 4, and 29, 2-3 the lands are specified as offering-lands (see \(\text{ih htp}\) below). Rather than leasing out their “own” land, they seem to be administering the land held by the temple domain which has been appointed to them, similar to how the donations give land to the temples placed under the administration of a specific person. The administrators could draw a salary from their share of the profit even after temple tax and costs for seed grain (see Division of Shares below)\(^{45}\).

2.4 \(\text{hrw pn (n)}\)

This short phrase occurs in 17 stelae\(^{46}\), including N°\(^{5}\) 4, 2, 6, 1, 8, 2, 9, 2, 10, 3 and 9, 11, 1, 12, 2, and 17, 2. Of these, 9 reads \(m \text{hs nfr}\) and 17 reads \(\text{hrw pn nfr}\). In N° 10 it occurs not only at the start of the text, but also in a statement by the donor ensuring the eternal duration of the donation (see \(\text{smn}\)). The scribe states that: \(\text{dd=f hs pn st smn n=fr nhr d.t} \) “He said: on this day, it is confirmed for him forever and eternally”\(^{47}\). Possibly it also occurs in N° 14, 2, but see note 38 above.

This phrase originates in Ramessidic hieratic\(^{48}\). While it is discarded in Demotic, it remains in use in Abnormal Hieratic contracts and these stelae.

\(^{43}\) Katary, \textit{Land Tenure}, 170, 210-213, 221.


\(^{45}\) Keenan, Manning and Yiftich-Franko, \textit{Law and Legal Practice}, 347.

\(^{46}\) St. Cairo JE 31653 (16.22), 2, St. Cairo JE 45327 (18.69), 2, St. Louvre E.20905 (22.25), 4 (reconstructed), St. from Kôm Firîn (28.15), 2, St. Cairo JE 45948 (33.4), 2, St. Cairo 11/9/21/14 (33.5), 2, St. Michailides (40.1), 1, St. New York MMA 55.144.6 (46.70), 2, St. in collection Mandel (54.74), 1, and St. Cairo JE 41670 (55.102), 2, which reads \(\text{hrw}\) only. St. Berlin 8437/Aberdeen 1337 (1551) (16.21), 2 starts the donation with \(\text{pn n di.t}\) where I would expect \(\text{hrw pn n di.t}\) “On this (day) of giving...”.

\(^{47}\) Janssen in JEA 54, 167 reads “He said on this day”, drawing \(\text{hrw pn}\) with \(\text{dd=f}. \) As \(\text{hrw pn}\) normally starts a new sentence, I have chosen to include \(\text{hrw pn}\) in the scribe’s statement instead.

\(^{48}\) E.g. Moezel in \textit{Fs Demarée}, 160, 162, on donkey rental contracts in Deir el-Medina.
2.5 Verbs of Transference

The following is an alphabetic list of the various verbs used to transfer the access rights of the land to the recipient.

<table>
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<tr>
<th>Verb</th>
<th>Stelae</th>
<th>Abn. Hier. papyri</th>
<th>Demotic papyri</th>
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</thead>
<tbody>
<tr>
<td>ir</td>
<td>4</td>
<td>1 (see also dd)</td>
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<tr>
<td>wİh</td>
<td>1 or [2]</td>
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<td>wd.t hm=f</td>
<td>5 (combined with other verbs)</td>
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Table 3: Verbs of transference and their frequency within the selection

ir

Within my selection the verb ir occurs as an auxiliary in the main formula of two stelae: in No 7, 2 as ir.n=f mn (see smn) and No 9, 2 which uses ir wd nsw (see wd.t hm=f below). It also occurs in Demotic text No 27, 4 in the phrase ink i.ir gd=tn... “I am the one who has said to you”.

Furthermore stela No 10, 1 precedes the actual donation with the phrase ir in NN “made by NN”, which refers to the commissioning of the stela itself (see Scribe’s Signature below). A similar case can be made for St. Zagazig (45.56), 2 which reads ir.n followed by several badly legible signs.

It should be mentioned that i.ir NN “which NN did” occurs in the context of intermediaries, who execute the donation in the name of the actual owner of the land, as discussed under Intermediaries.

wİh “set down”, “dedicate”, “offer” is only used once in No 8, 2. Kaper en Demarée read “install”. The use of wİh is unique to this stela from Dakhla, but the word is not otherwise out of place for the instalment of daily bread for a priest and ten other people. It opposes fd3 “raise” below.

The second stela from Dakhla, No 10, made by the same donor and signed by the same scribe, also concerns several loaves of bread but has lost its verb due to damage. It is likely that this text would also have used wİh.

49 Gohary in ASAE 72, 117 discusses the words after ir.n, concluding that this is the name of the donor, ln(amun)nayufnebu, who is also mentioned in St. Moscow I. 1.a.5647 (4128) (22.34). I have not added this stela to my selection due to its dubious legibility and lack of any relevant terminology. The only indication that it is indeed a donation of land is the image of the king holding a sx.t sign in the lunette.

50 Wb I 253-254; PL 195-6 notes that it is the action of laying offerings down, opposite to the raising movement of fd3; Meeks, Annees I, 79, II, 84-85, III, 60.

51 Kaper en Demarée in JEOL 39, 28-29. This reading is based on the expression wİh htp-nfr “to institute an endowment”.

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23
This construction, “his majesty decrees” or “a decree of his majesty”, occurs five
times across all stelae, with N° 9, 2 and 16, 2 as my examples. N° 9 has a variation
h3 nfr ir wd.t nsw “On this day, his majesty made a decree”. Twice it is combined with ḫnk, and three
times with ḫdi. These stelae are all royal donations where the king is the actual donor rather than the
intermediary or symbolic donor. Not all royal donations use the wd.t hm=f formula, though, as at
least eight stelae also have royal donations (mostly ḫnk hm=f) without this phrase. I will not delve
any deeper into this phrase, as it is not the actual verb used to transfer the property.

fAy
Stela N° 3 starts with the phrase fAy=f htp-nfr n bîst.t imm-hr s=t=f ḫhr hr di.t n=f ḫd t fAy htp-nfr n
bîst.t*s nb bâs “He brings divine gifts to Bastet, Amunkha, his son Herher. Given to him is a
dî55 to bring divine gifts to Bastet, great one, lady of Bubastis” followed by a curse. What is actually
given remains unclear: the image in the lunette shows Takeloth holding up two lumps, possibly bread
or teardrop-shaped jars, in front of the goddess. fAy only occurs in one other stela, which involves the
carrying of pottery before Hormerit56.

rdi
20 stelae use “give” as their main verb, including N°’s 2, 2 and 7, 6, 13, 2, 15, 3, and 16, 2. In some
cases it is unclear whether the verb is rdi or ḫnk, due to the similarity of the arm holding the loaf
and the arm holding the jar. In N°’s 6 and 15 the scribe writes di(.t) ḫnk, “giving a donation”57, and 16
combines it with wd.t hm=f “his majesty decrees”.

One stela uses the phrase htp-di-nsw.58 I will not delve into the king’s gift formula, which bears little
relevance to the subject of this study.

In the papyri N° 21, 5 gives the field to the lessee to be tilled, and 30, 2 gives a span of oxen to till
fields with. Both specify the purpose as cultivation (see i sk3 below), but only 30 specifies for which
duration this transfer should be (see Duration below).

52 Including N°’s 1, 7 and 14, and e.g. St. Cairo 2/12/21/13 (27.13). More stelae may involve the king, but do not
explicitly state it.
53 There are some variant translations for fAy htp-nfr or fAy lh.t. Compare: “elevate offerings” in Nelson in JNES
8, 329-333, Wb I 574.11 and Pl, 387; fAy “carry/raise” in Wb I 572-573; Meeks, Annees I, 143, II, 147, III, 105; fAy
htp.t “carrier of offerings/garlands” in Wb I 574.6 and Gardiner, Onomastica I, 66. See especially Nelson for a
comparison to the ritual raising of food before the god’s image.
54 See htp-nfr below.
55 I cannot translate this word even after extensive searching: it seems to be a hapax legomenon. I also cannot
collate it as no good photograph of the stela is available. Perhaps it is a kind of boat or some other
transportation device, or maybe a ford?
56 St. Berlin 8434 (53.106), 6, bringing in(.w) “vessels(?)” from the house built for the recipient. Römer in JEA
100, 364 n19.
57 The reverse occurs in St. in art trade (60.190), 3 which reads ḫnk p di “a donation, the giving of...” followed
by the house which is donated, and in St. Moscow I. 1.a.5648 (4133) (22.32), 3 which reads p3 ḫnk (...) i.di NN,
“the donation ... which NN gives”. Lippert, Rechtsgeschichte, 50-51.
58 St. found in the Rodah Nilometer (60.246), 1. I have not selected this stela because of the formula and the
fact that it does not donate any land. It does mention neighbours, perhaps of a tomb.
\textit{Hnk}

This is the dominant verb used in the donation stelae. Within the selection it appears in N°s 1, 5, 3, 6, 1, 9, 3, 11, 2, 14, 2, 15, 3, and 17, 3. The word can be spelled in various ways, most commonly by a combination of phonetic signs paired with the arm holding a \textit{nw}-jar. A variant spelling derived from \textit{hm-k} occurs from the 14\textsuperscript{th} dynasty onwards\textsuperscript{59}.

\textit{Hnk} is already known from the Pyramid Texts as “endow”\textsuperscript{60} and occurs commonly in religious scenes in the New Kingdom and later times\textsuperscript{61}. In \textit{P. Wilbour} Gardiner also proposes a reading of “endow”, “present”, as a noun or adjective “donated”, and in one case “donor”\textsuperscript{62}.

\textit{Hnk} occurs in the private donation P. Tsenhor 1\textsuperscript{63}, as well as in P. Choix 18, 5\textsuperscript{64}, a pious foundation from Thebes in year 47 of Psamtik I. This latter text shows that although the Theban stelae seem to prefer \textit{smn}, \textit{hnk} was certainly in use in the same context. This is also reflected in N° 11, which uses both verbs (\textit{smn hnk}, “establishing a donation”) to declare the donation.

The word continues to be used in Ptolemaic\textsuperscript{65}, and later in Coptic \textit{z\textit{WNK}} in the meaning “consecrate” or “appoint”\textsuperscript{66}, a clear continuation of the above use.

As the papyri in my selection do not deal with donations but leases, the word \textit{hnk} does not occur. In this, the word is far more specialised than \textit{rdi}, which does occur in the papyri.

\textit{smn}

As the main verb, \textit{smn} “establish”\textsuperscript{67} occurs on the four Theban stelae only: N°s 4, 2, 11, 1, 12, 2, and 18, 2. The use of the word seems to be a Theban custom\textsuperscript{68}. It also shows up in the Abnormal Hieratic P. Louvre E.7858\textsuperscript{69}, a Theban private donation intended as a mortuary foundation.

\textsuperscript{59} Gardiner, \textit{P. Wilbour} II, 111-113; Malinine, \textit{P. Choix} 1, 121-122 n5; Iversen, \textit{Two Inscriptions}, p8-9 n17, n19; p14-15; Smith in \textit{Enchoria} 13, 109-111.

\textsuperscript{60} \textit{Wb} III 117 and 118, 1; Meeks, \textit{Annees I}, 251, II, 253, III, 196; E.g. spell PT 422, see Allan, \textit{Pyramid texts} p101.


\textsuperscript{62} Gardiner, \textit{P. Wilbour} II, 112: \textit{hnk=f NN} “its donor (is) NN” in the twin stelae St. Cairo 5/12/35/1 and St. Cairo JE 65834, from the reign of Ramses II and found in Abu Simbel. One could, however, also read “NN donates it”.

\textsuperscript{63} Pestman, P. \textit{Tsenhor} I, 37, 98 x; Pestman also refers to P. Eheverträge 3 Z, 2 (p146) where a phrase \textit{ḥd iw=f hnk.w} “silver which is donated (and) rations which are donated” appears. This also occurs in P. Vienna KM 3874 + P. Meermann 3 (Spiegelberg, W., \textit{Die Ägyptische Sammlung des Museum-Meermann-Westreenianum im Haag}. Strassbourg : 1896. New publication forthcoming.) expanded by \textit{pš \textit{ḥk iw=f hnk}} “the land which is donated”. This land is part of a division of property, implying that these rights over donated land are both inheritable and divisible, also noted in Menu, \textit{Recherches} 85. See also \textit{ḥk hips} below.

\textsuperscript{64} Malinine, \textit{P. Choix} 119, 122-123 n5.

\textsuperscript{65} \textit{PL} 657.

\textsuperscript{66} \textit{CD} 691.

\textsuperscript{67} \textit{Wb} IV, 131-134; Meeks, \textit{Annees I}, 323-324, II, 326, III, 253; Erichsen, \textit{Demotisches Glossar}, 433-434; \textit{CDD} S 232-235.

\textsuperscript{68} Meeks in \textit{State and Temple Economy}, 613 n25. The word is also associated with the establishment of temples, and establishing monasteries in Coptic.

\textsuperscript{69} Donker van Heel in \textit{Fs Demarée}, 50, 54-55 V.
The only stela outside Thebes with a related main verb is N° 7, 2 from Bubastis, where the scribe uses the phrase *ir.n=f mn n mw. t=f bjt ss tt* “He (the king) does an establishing for his mother Bastet”. The phrase does not occur on any of the other known stelae.

The word *snn* does occur on N° 10, 9 which has lost its main verb due to damage. As shown before, the scribe states that: *dd=f h3 pn st snn n=f r nh3 d t* “He said: on this day, it is confirmed for him forever and eternally”. Similarly *mn* “establish” is used as an eternal confirmation of the act. *snn* further occurs in blessings and curses, as in N° 7, 7-8 and 9, 6, 8.

A confirmation of land by *snn* is mentioned in the tomb of Rekhmire, where at the end of the King’s speech, Rekhmire is pressed to impartiality and fairness. Rekhmire is warned to *m-k* ... *hn rdi t ih=k hnt n3 n hs.w m ir.t snn iry* “Furthermore ... pay attention to the ploughlands when they are being confirmed”, warning him to first check the fields (or have someone do it for him) before establishing their extent. Similarly 18 asks the god *snn=k ts.w n 3h.wt* “may you make established the borders of the fields”.

*snn* *snn* occurs in leases from early Demotic onwards, becoming the standard word for “lease” in Ptolemaic times, in the form *snn=k n=i “you have leased to me” and *snn=i n=k “I have leased to you*. It occurs once in Abnormal Hieratic text N° 25, 9. Within the seven early Demotic texts *snn* appears in N°5: 28, 2,4,6, 29, 2, 31, 2, 32, 3, and 33, 2. There is no preference for which party draws up the contract: 28, 31, and 33 are drawn up by the lessor, and 25, 29 and 32 by the lessee. In Ptolemaic times the indebted party draws up the contract. Hughes argues that this is also the case in the Abnormal Hieratic texts, but there is no indication of any indebtedness of either party in those texts.

The word *snn* occurs on two stelae, but not as the main verb. N° 5, 3 mentions that the donated land is *m snn n w3p3 wb3 p3-sr-3s tt* “administered by the priest and servant Pasherese”. Similar to

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70 But it was likely *w3h*, see above.
71 E.g. St. Cairo JE 45948 (33,4), 3 and St. Cairo 11/9/21/14 (33,5), 4.
72 Lichtheim, *Literature II*, 24; a slightly different reading in Faulkner in JEA 41, 23, 28 n60.
75 N° 26 can possibly be added to this list as being drawn up by the “lessee” (see Abnormal Hieratic Papyri for my comments on this text not being a lease), but the part of the contract containing the verb is lost. The party writing the contract mentions in line 7 that “[when the harvest] occurs, we will give...”. Comparison with the other texts provide that in this clause the “we”-party is the “lessee”, handing over the “lessor’s” share.
76 Felber, *P. Ackerpachtverträge* 211.
77 Hughes, *P. Land Leases*, 24-27, 30-35, 75-76; Hughes in *JNES* 32, 152.
78 The only exception to this is Demotic text 32, see Division of Shares below.
79 There has been no edition of this stela except the editio princeps by Daressy in ASAE 16 (1916) 61-62 which contains neither transliteration nor translation. The full stela read as follows: ① rnt.t-sp 14 ḫr hm n nsw-bity nb t.wy (wsr-mšt.t-rť stp-n-rť) sš r’ nb hč w (ššk sš-[bšt.t]) di ’nh mi r’ d t ② rp w hrty tp t.wy sš-nsw sš smš n nb t.wy hš.ty-s’ bšk-n-nfy ③ sš pš-dšt mw.r=sš t’-di-bššt hnk n pj t sš.t ④ 10 m ssn ⑤ n w3p3 wdb p3-sr-3s tt di sšn=fs wsn-nfr n dmi pš sb.ty n šš[nk] “⑤ Regnal year 14 under the majesty of the king of Upper and Lower Egypt, lord of the two lands, Usermaatre Setepenre, son of Re, lord of appearances, Shoshenq Sabast, given life like Re eternally. ② The great price, chief of the two lands, king’s son, eldest son of the lord of the two lands, foremost one, Bakennefy, ③ [son of Pe]tebas, his mother Tetebast: A gift of ten arouras of land in the
The word *sHn* further involves assigning work. A title *sHn* occurs on N° 10, 10 and st. Gurob (29.32), translated as “commissioner(?)” and may be related to the Greek nomarchès. *sHn* as “command” or “oversee” first appears in Beni Hasan Tomb 23, where a woman is *sHn.t pr sHn.t mry.wt* “overseer of the house and overseer of the servants”. Its usage increases during Ramesside times.

P. Leiden I 370 presents the earliest link I have found between sHn and agriculture: the addressee is told to take care of the fieldworkers, and that “you will cause that they do their assignment/employment of the fields (*n3*=w *sHn sh.wt*) very very well”. With this association, the step towards “lease” becomes even smaller.

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**entrustment**

entrepôt of priest and awaiting one Pasherese, which his son (Bakennefy’s?) Neswennefer gives to the town “The Wall of Shosheq”.

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80 Meeks in *State and Temple Economy*, 645 n183 concludes that “les champs seront administrées par (*m sHn n*) le prêtre w*r*t”, implying that the fields will be administered after donation, similar to use of *r-ht*. In my translation I have left it ambiguous whether the administration by the priest is current or future: the phrase is given immediately after the field as a descriptor, rather than after the receiving town as I would expect for a future appointment. This phrase is unique, and Wb IV 217.17 only refers back to this stela.

81 Pestman, *Recueil* II 102. Donker van Heel follows this in his editions of the selected texts.

82 Wb IV 218.5-7 and 15; Janssen in *JEA* 54, 169 o, bases this on a hypothesis in Seidl, *Rechtsgeschichte*, 19, which refers to *P. Tsenhor* 4 where the *sHn n wHt-mw* “charges of a choachyte” are mentioned in an inheritance. Compare Pestman in *Enchoria* 12, 36-37 note c, discussing the use of *sHn* “to commit to the care of” in P. Mattha. Compare also St. Brooklyn Museum 16.211 (45.153) on which Collombert in *RdE* 48, 11 remarks that this is an administrative title related to temple finances along with *sS-t3, sS-pr-ḥd*, and *sS-sn*.

83 El-Alfi in *DE* 24, 16.


85 Wb IV 216-217; PL 892-893; Janssen in *BSEG* 16, 44 n 34; Compare O. Cairo CG 25770 (see Posener, G., “Ostraca inédits du Musée de Turin (Recherches littéraires III)” in *RdE* 8, 1951. 171-189 plus plates: 175-178) which mentions *n3 sHn.t.w* “the occupations”; Later also *wHt sHn* “command” (*CDD* 5 340-342), also in Coptic *wHt t3* “command” (*CD* 356).

86 Loat, *Gurob*, 8

87 Erichsen, *Demotisches Glossar* 447.

88 Héral in *CdE* 65, 304-308.

89 Newberry, *Beni Hasan* II pl XXIV.

90 E. g. P. Amherst 3, 3 mentions a robber being *sHn m p3 rW n imn-ip.t* “assigned in the district of Amenope”.

A final interesting occurrence of the word is in Bubastis\(^{92}\), mentioning \(hd\ shn\ r\ di.t\ n-b\ti h\ [\text{various deities}]\) several times. The \(Wb\) gives a tentative reading “donation” or “allowance”, but considering the above, I would rather read “silver assigned/provided to be given before [deities]”. This reading is comparable with Demotic text \(N^\circ 27, 14\): \(sp\ sh.t\ st.t\ 5\ 1/32\ iw\ p3\ pr.t\ shn\ r-r=w\ “\text{Rest: land, 5 1/32 arouras, while the grain is provided for them}”\(^{93}\). I would rather have expected \(rdi\) or \(hnk\) in the Bubastis text, as those are the main verbs of donation on the stelae.

\(i\ sk\i=f/w\)

Papyri \(N^\circ 21, 6, 23, 3, 28, 6, 30, 3, 7, 31, 3, 32, 7,\) and \(33\), \(2\) specify that the land transferred by \(shn\), \(rdi\), or \(sp\) is meant “to till it/them”, followed by a duration in the Demotic texts. None of the editors have remarked on the presence of \(i\ sk\i\), but it is important enough to the scribe to add it, and \(mtw=i\ sk\i=w\ “I will till them” remains even in Ptolemaic contracts\(^{94}\). It specifies the reason of the lease, as the verbs used do not connote usage, only transfer\(^{95}\). Thus, it is actually odd that it is not mentioned in \(N^\circ 22, 25,\) and \(29\)\(^{96}\).

\(sp\)

\(N^\circ 22, 4\) and \(23\), \(2\) state that the lessor has \(sp\ “received”\) the field to plough it. Of course a term is specifically stated, so this receiving of the land would not be permanent\(^{97}\); in fact, the word \(sp\) is also known from Abnormal Hieratic loans\(^{98}\), which were certainly intended for repayment.

\(dd\)

The verb \(dd\ “say”\) occurs in two papyri\(^{100}\): \(N^\circ 19, 3\) as \(inn\ i.dd\ n=k\ “It is we who have said to you”\) and \(27, 4\) as \(ink\ i.ir\ dd=tn\ “I am the one who has said to you”.\) This written confirmation of an order fits well with the meanings of \(shn\ as “assign” or command” explored above\(^{101}\).

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92 Naville, Bubastis Pl. LI: G1-G2, 4.
93 Donker van Heel, P. Eisenlohr, 106 X; Compare also CD 385-386 for Coptic CA2NE: “provide”.
94 Felber, P. Ackerpachtverträge, 125, 133-138.
95 This specification is also known from donkey leases in Deir el-Medina, see e.g. Eichler, S., “Zu den Wasserträgern von Deir-el-Medineh” in SAK 18, 1991. 173-205: 178; Moezel in Fs Demarée, 166; Loescher, Wortdiskussionen, 626.
96 But not \(N^\circ 19, 20,\) and \(27\), since those command the lessee to go work on the fields, see \(dd\).
97 Middle Egyptian \(\hat{szp}\ or \(sp\). Meeks, Annees I, 378, II, 381, III, 295;
98 In st. Cairo JE 45327 (18.96), 6-9 \(sp\) is permanent. It is used in a play of questions and answers between the donor and the god.
99 Donker van Heel, P. Eisenlohr, 232 III.
100 Outside the \(dd\ NN\ n\ NN\ formula to introduce the parties.
101 Donker van Heel in RdE 48, 92 VI.
2.6 The transferred object

Whether leased or donated, some description of the plot of land is given. I will be considering donations of land only, as sometimes donations involve goods or structures, which are not relevant as comparison for the land leases.

ḥtp-ntr

Before discussing the donated land, I will briefly discuss the ḥtp-ntr “divine gift”\(^\text{102}\) which shows up in several stelae, including No. 3, 1, 2 where it is unspecified. It relates to the ḥḥ ḥtp “field of offering” mentioned in several of the papyri. The scope of this term is enormous.

In stela No. 7 the king makes an endowment for Bastet, in return for which one jug of beer is given to Bastet every day ṣḥtp ḥm.t=š ḫm=f “to satisfy her majesty with it”. It is referred to in line 7 as ḥtp-ntr “divine gifts”, and specified in 9-10 as being the ḥtp-ntr ḥnw ḥnk.t n bḥst.t “divine gift of a jug of beer for Bastet”, clarifying that the divine gift refers to the beer rather than to the land which pays for it.

More importantly though, the ḥtp-ntr can be the temple’s endowments and sources of revenue including landed property\(^\text{103}\), and the ss ḥtp-ntr “scribe of endowments” works for the temple department that manages it.\(^\text{104}\) Early Demotic text No. 27, 7 pays a share to the ḥtp-ntr of Amun\(^\text{105}\), which would most logically be this very same department.

Size

In the stelae, land surface is measured in arouras (sšt.t). Sizes of plots vary from 3 to 50 arouras for private donations, and up to 1600 arouras in No. 16, 3, which is a royal endowment. The surface area of the plots is consistently a multiple of 3 or 5, indicating a standardised plot size for fields\(^\text{106}\).

None of this shows in the early Demotic contracts, which are silent on the size of the field and only mention a description of the location and the shares of the profit. Only in Abnormal Hieratic text No. 19, 4 is a plot said to be 8 arouras in size.

\(^{102}\) Wb III 185; PL 686 where Wilson notes this is the counterpart to the royal ḥtp-di-nsw and concerns foodstuff. Donker van Heel, P. Eisenlohr, 199 VI notes that the ḥtp “offerings” in the funerary cult contrasts with ḫḥ “bread”, and may refer to non-foodstuff only, but I hesitate on applying this to the ḥtp-ntr as well.

\(^{103}\) Wb III 185.12-14; Meeks, Annees, I, 262, II, 265, III, 205; Römer, Gottes- und Priesterherrschaft, 348-352, 355.

\(^{104}\) Wb III 185.15. Perhaps these scribes are comparable to the ss ṣḥn, see note 82 above.

\(^{105}\) Compare also Donker van Heel, P. Eisenlohr, 223, 224 III where a bull is received by the ḥtp-ntr.

\(^{106}\) Meeks in State and Temple Economy, 646-647; Menu, Regime juridique, 107, 113, 132.
Type of land
The land is indicated as šḥ.t “arable land/field” (although šḥ.t “field” occurs as well\textsuperscript{107}) and may be specified by various qualifiers, listed here in alphabetic order. I have collected these from the entire corpus of stelae, not just the selection, and from all of the selected papyri.

<table>
<thead>
<tr>
<th>Field type</th>
<th>Stelae</th>
<th>Abnormal Hieratic Papyri</th>
<th>Demotic Papyri</th>
</tr>
</thead>
<tbody>
<tr>
<td>iw tį šd.t hr=š</td>
<td>(1)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>ṭhw</td>
<td>(1)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>šḥ</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>šḥ ḫk</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>šḥ n brкт.t</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>šḥ m šティ pr-ṭ</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>šḥ m-hn pỉ idbw / mỉw</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>šḥ mḥy</td>
<td>1</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>šḥ nmḥ</td>
<td>4</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>šḥ nhb</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>šḥ hṭp</td>
<td>(1)</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>šḥ hṭp n wsir nty pỉ-ḥnn</td>
<td>(1)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>šḥ ḫbs</td>
<td>2</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
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<td>1</td>
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<td>šḥ n šnšt</td>
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<tr>
<td>šḥ ky</td>
<td>2</td>
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<td>šḥ.ṭ</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>drp</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 4: Field types and their frequency (Numbers in parentheses are mentions of neighbouring areas.)

iw tį šd.t hr-š:\textsuperscript{108} “while the well is inside it”. A piece of land which includes a well.

’ḥw:\textsuperscript{109} “cultivated land”, relating to ’ḥw.ty “cultivator”. This is in opposition to šḥ.t nmḥ below. ’ḥw are mentioned as neighbouring plots in N\textsuperscript{2} 2. In N\textsuperscript{33} 1 a shm ’ḥw.ty “agricultural commissioner”\textsuperscript{110} is named as one of the parties, and N\textsuperscript{30} 30 and 31 include a clause about the nby ’ḥw.ty “damage of (caused by) farmer(s)”, see Terms and Conditions below. Considering the difference between ’ḥw.ty and nmḥ, I conclude that the parties involved in the contracts would “hire” ’ḥw.ty-farmers to till the land, divide the crop, and then pay the farmers a salary afterwards.

šḥ:\textsuperscript{111} “riverland(?).” This field is located within šḥ, but a satisfactory translation remains elusive.

šḥ ḫk:\textsuperscript{112} “provision land”. Similar to an šḥ hṭp, except the land is not affiliated with a temple but with the royal domain.

\textsuperscript{107}St. Cairo 14/2/25/1 (52.89), 2.
\textsuperscript{108}N\textsuperscript{4} 11, 15. Graefe and Wassef in MDAIK 35, 106, 110 ad+ae.
\textsuperscript{109}N\textsuperscript{2} 2, 5, 7; Meeks, Annees I, 69, III, 51; Gardiner in JEA 27,21-22 and P. Wilbour II, 66-70; Vleeming, P. Reinhardt, 51, notes that while the meaning is simply “cultivated land”, the word implies a legal meaning.
\textsuperscript{110}Vleeming, P. Hou, 74, 75 bb.
\textsuperscript{111}N\textsuperscript{28} 3. Donker van Heel, P. Eisenlohr, 111-112 V.
\textsuperscript{112}N\textsuperscript{33} 2. Vleeming, P. Hou, 77-78 ee. Compare ḫ.w “income”, “bread”, “provision”, Wb I, 232-233; Meeks, Annees I, 74, II, 80, III, 56; Erichsen, Demotisches Glossar, 73.
“fields in the land of Pharaoh I.P.H.”. This land is possibly being transferred from royal lands into the temple’s purview.

“land within the bank, land of what Hapi adds”, where Hapi is the annual flooding of the Nile. This plot is also named iw=w dd n=f i3 m3w.t “which they call The New Land”, with determinatives for both water and land. Vikentiev interprets this as being a sandy levee which is submerged during the flood. Vleeming argues that it is simply a plot of land surrounded by water, not necessarily in mid-stream, and that the term m3w.t replaced earlier hrw “low land” as opposed to k3y.t “high land”. Vleeming also notes that idbw, translated as “riparian land” by Gardiner, remains uncertain. It seems to be a type of land in between the m3w.t and the k3y.t, possibly the embankment itself. The term can thus be interpreted as the lowest land in the floodplain, either on the bank or contained by the bank. A m3w.t n p3 lcft-lc3 “New Land/Isle of the Front Court” is near to the plot donated in N4 2, 5. The donated plot is also flanked by the Nile on two sides, which supports the m3w.t being either an island or otherwise close to the river.

“private land” or “privately managed land”. These are plots of land that do not fall under the direct administration of the state or the temple domain, although they may lie within the domain’s reach like N4 12. The wide meaning of the word nmh is well shown by Römer. Katary contrasts the nmh.w “smallholders” with the “hw.tyw “farmers” in the way they contribute to the state and temple income: while the smallholders pay income taxes to either state or domain, the farmers paid all of their proceeds to the state or temple domain, and were paid for their work. Thus, the nmh.w could also hire “hw.tyw to work the fields.

“fresh land”, as opposed to ini “tired” land. Gardiner suggests a possible reading of “virgin soil”, considering the opposition with ini and k3y.t.

“offered land”, “endowment field”, or “revenue land” in the temple’s domain (see htp-ntr above). N4 32 indicates that the lessor received the land as payment for the sustenance of a deceased’s tomb. The fields now sustain the manager leasing it out: N4 13 shows that this is also what donations were for, as it is meant for the s’nh “livelihood” of a doorman. St. London BM 1427 (57.187), 6 mentions a htp nh.t “offering of the Hathor-cow” as a neighbour. These examples widen the scope of nh htp to any land administered by a priest for the purpose of satisfying someone, be

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113 St. St. Petersburg Ermitage 5630 (26.6), 4a-b. No reliable publication available.
114 N4 9, 4; El-Sayed, Documents relatifs a Sais, 39, 46 reads h3py as an agricultural district, which does not make sense; Vikentiev, La haute crue du Nil, 42; Gardiner, P. Wilbour II, 26; Compare also mentions of p3 iw n mil the island of new land” in Vleeming, P. Reinhardt, 19, 23, 28, 29, 45-47.
115 N4 4, 3, 12, 3, 18, 3 and 19, 4, St. Cairo JE 28731 (60.151), 2-3 mentions a field “made in the passing of the house of a smallholder of Neith”; Wb II 268 only has the older meaning “small/poor person”; Meeks, Annees I, 193, II, 197, III, 4, 150; Erichsen, Demotisches Glossar, 219; CDD N 87-89; PL 518; Menu, Recherches 178, 182; Menu, Regime juridique 133-134; Katary, Land Tenure, 210-213, 221; Donker van Heel in RdE 48, 92 VIII; Römer, Gottes- und Priesterherrschaft, 412-452; Lippert, Rechtsgeschichte, 56-57, 88, 111.
116 Katary, Land Tenure, 212.
117 N4 4, 3; Wb II 308.8 untranslated; Meeks, Annees I, 198 untranslated, II, 114 “basses terres”; Gardiner, P. Wilbour II 28-29, 180; Vleeming, P. Reinhardt, 47.
118 N4 21, 5-6, 28, 4, 29, 2-3, and 32, 3. Donker van Heel, P. Eisenlohr, 113 IX, 195 IV; Lippert, Rechtsgeschichte, 88-89, 94, 157; Vleeming, P. Hou, 77-78 ee.
they god or deceased. As such, any ỉh ḫnk “donated land” given to a god by a stela can also be an ỉh ḫtp.

ỉh ḫtp n wsir nty pỉ-hnn\(^{119}\): “endowment field of Osiris, which (are in) Pachen". This specification of the ỉh ḫtp occurs in Papyri N\(^{o}\)s 22 and 23.

ỉh pỉ ḫhs\(^{120}\): “land of the lamp”. Land which is specifically donated to fund the placement of a lamp in the sanctum of the god. The plot in N\(^{o}\) 29 is mentioned in line 5 to neighbour “the lamp-land of Chonsu”. Lamps may also be donated, or the donation pays for one\(^{121}\).

ỉh (n) sḥ.t\(^{122}\): “land (in) the fields of” followed by a town or location. The sḥ.t sign is also depicted in many lunettes, held by the donor, to indicate a donation of land.

ỉh ḫw\(^{123}\): “empty land”, “dry land”. Also mentioned in N\(^{o}\) 17, 5, 6 as neighbouring areas.

ỉh kḥy/kḥy\(^{124}\): “high land” or “arable land”. As opposed to hrw “low land” and later mḥw.t “new land”; also contrasted with ml “tired land” and ḫḥ “fresh land”.

sḥ.t n brk.\(^{125}\): “land of the pond”, designating a body of water nearby, similar to modern Arabic town names containing birket.

drp\(^{126}\): “provide/gift”. This word occurs once in N\(^{o}\) 2 as a description of the field: tḥ 3 sḥ.t ḫh n tt drp=m w n NN “The three aroumas land which provide for NN”. This is comparable to the fields given to provide for a deceased person in N\(^{o}\) 32, 4 (see ỉh ḫtp above) or for subsistence (see ỉh ḫk above).

**Neighbours and location**

While the mentioning of the neighbouring plots is common is Ptolemaic land leases\(^{127}\), it is not yet a standardised part of the early leases or the donation stelae.

In the early Demotic papyri only three of the eight texts mention neighbours. N\(^{o}\) 28, 3-6 literally provides all neighbours for two plots of land, one of which also gets a general location; N\(^{o}\) 29, 4-5 gives only a western neighbour; and N\(^{o}\) 32, 4-6 mentions neighbours which do not belong to the field being leased, but to the tomb which the choachyte lessor maintained in return for the land. All complete sets of neighbours are given South-North-West-East.

\(^{119}\) N\(^{o}\) 22, 5 and 23, 2-3. The latter reads ḫh n tḥ ḫtp wsir nty pỉ-hnn. Donker van Heel in *RdE* 50, 142 V. St. BM 1655 (54.70), 5 also mentions a ḫnk n wsir “donation to Osiris” being a neighbouring area. For pỉ-hnn: Iversen in *JE* 65, 78 theorises ḫnn is a diminutive of ḫrw “river”, thus a “brook”?. Lesko, *Dictionary of Late Egyptian* I, 384 provides “irrigation basin”.

\(^{120}\) St. Uppsala Gustavianum vm 3208 (56.2), 2; Wb III 230.3 ḫibr; Meeks, *Annees* I, 269, II, 272, III, 210; Demotic ḫhs, Erichsen, *Demotisches Glossar* 380; Vleeming, *P. Hou*, 77-78 ee; Donker van Heel, *P. Eisenlohr*, 196 VI.

\(^{121}\) E.g. st. Moscow I. 1.a.5645 (4125) (56.112), 1.

\(^{122}\) N\(^{o}\) 14, 2, St. Cairo 11/1/25/13 (22.28), 4, St. Moscow I. 1.a.5647 (4128) (22.34), 3-4, St. Louvre E.10571 (46.72), 2, St. Louvre E.26833 (54.71), 3; Wb IV 229-231; Meeks, *Annees* I, 338-339, II, 343, III, 265-266.

\(^{123}\) N\(^{o}\) 17, 3; Wb IV 430.4; Meeks, *Annees* I, 365, II, 370, III, 285.

\(^{124}\) N\(^{o}\) 12, 2, 33, 2; Gardiner, P. *Wilbour* II, 28; Meeks, *Annees*, I, 383, II, 385, III, 298.

\(^{125}\) St. Moscow I. 1.a.5648 (4133) (22.32), 4; Wb I 466.11; Meeks, *Annees*, II, 126, III, 90; Gardiner, P. *Wilbour* II, 29.

\(^{126}\) N\(^{o}\) 2, 4; Wb V 476; Meeks, *Annees* I, 438, II, 433-434, III, 339; PL 1203-1204.

More commonly the early Demotic texts, as well as the Abnormal Hieratic ones, give the general location of the field, which happens in N°’s 25, 9, 26?, 5, 28, 2-3, 29, 3-4, 30, 5-6, and 31, 2-3. The fields are located in two well-known areas around Thebes. N° 25 and 28 are in the Palette of Chonsu; the other lands are within the domain of Amun of the district Coptos, to the west of the high land of the Stable of the Milk Jug of Amun.

The domain of Amun of the district Coptos also shows up on one of the Theban stelae, N° 11, 14-15, but there it is specified as being rsy.t n bw w_rb wr iḥt n pš ḫmn “South of the great pure place, East of the ḫmn”\(^\text{128}\) . Stela N° 12, 3, also from Thebes, specifies its land as being ḫr pr imn ỉ kḥ ḫw.t-tn “of the domain of Amun of the district of Hut-ten”.

Out of the stelae only 18 mention the neighbours of a plot\(^\text{129}\) . These are consistently sequenced South-North, followed by West-East or East-West. Only one (56.2) has the discrepant order South-East-West-North.

Aside from the neighbours, 7 stelae\(^\text{130}\) use the phrase m sw完结 n, “at the border(s) of”\(^\text{131}\) and once n pš ỉš n “at the limit of”, both followed by a town. The use of this phrase does not exclude the mentioning of exact neighbours\(^\text{132}\) . N° 18, 2 also mentions ỉš “limits”, but in the phrase smn=k ỉš.wt n ḫl.t Ỉš.t 45 nmḥ “May you establish the limits of 45 arouras of private land”. Here the god is invoked to make the edges of the field official: the stela itself could be used as one of its boundary markers.

\(^{128}\) Graefe and Wassef in \textit{MDAIK} 35, 110 ac: possibly an artificial lake or basin? Compare Meeks, \textit{Annees} II, 296 ḫmn.t “puits”, and Lesko, \textit{Dictionary of Late Egyptian} I, 384 “cistern”, “well”, “spring”.

\(^{129}\) N°\textdegree 2, 5-7, 11, 14-15 specifies a general location with neighbouring areas, 12, 7-10, 13, 5-7, and 17, 5-6; also St. Cairo JE 45327 (18.69), 3-5, St. Hannover KM 1935.200.439 (53.60), 3-5, St. Berlin 8438 (53.106), 4-6, 8, St. BM 1655 (54.70), 3-5, St. Louvre E 26833 (54.71), 4-6, St. Louvre E 22036 (54.72), 305, St. coll. Mandel (54.75), 4-6, St. Uppsala Gustavianum vm 3208 (56.2), 3-5, St. Louvre S.455 (56.27), 4-6?, St. BM 1427 (57.187), 4-7, St. Louvre C.298 (57.222), 4-9, St. Berlin 8439 (57.224), 3-5, St. berlin 14998 (57.310), 5-6, and St. found in the Rodah Nilometer (60.246), 5-7.

\(^{130}\) N°\textdegree 2, 5, 16, 3, St. Cairo JE 45327 (18.69), 2, Copenhagen Ny Carlsberg AEIN 917 (23.13), 3, St. in private collection Cologne (26.7), 4-5, St. Cairo JE 45948 (33.4), 2, and St. BM 1655 (54.70), 2-3; I have not counted N° 18 in this total. The last few lines of this text are very damaged, but the cross and tall sign allow for a reconstruction s[\text{wجمل}]w.

\(^{131}\) \textit{Wb} IV, 62; sw完结 in Meeks, \textit{Annees} I, 310; But compare \textit{Wb} III, 256 and Faulkner in \textit{JEA} 41, 23 for a reading ḫbs.w “ploughlands”: a field in the ploughlands of a town is also a sensible translation, but I have chosen this reading as I am more familiar with it.

\(^{132}\) St. Cairo JE 45327 (18.69) and St. BM 1655 (54.70).
2.7 Payment

Stelae

Only stela N° 12, 6-7 mentions a payment in money, 10 deben of gold being received for 10 arouras of land – an outrageous price. In other stelae which mention a compensation, it is in the form of offerings to the gods, such as N° 7, 3-4, which offers a jug of beer daily, and N° 17, 3-4, where a lamp is placed for the donor. Placing lamps and performing services are the standard recompense for a donation, allowing the donor to satisfy the gods by proxy.

Taxes

All of the Abnormal Hieratic and early Demotic texts concern plots of land within the domain of Amun in Thebes, and the harvest tax (\(\text{Smw}\))\(^{133}\) is paid to the domain. In the former, the tax rate is stated in N°\(^{134}\) 20, 4, 21, 7, 22, 8, and 23, 4 to be 10% of the yield\(^{134}\). In the early Demotic contracts the exact tax rate is not mentioned but was likely also 10%.

N° 20, 4, 22, 8, 23, 3-4, 28, 6-7, 30, 8-9 and 31, 8 all show the lessor paying the tax from their share. In N° 29 and 33 all proceeds and payments, including taxes, are shared equally between both partners. N° 32, 8 is an exception with the lessee paying the tax – and giving all that remains to the lessor, likely involving a debt.

Stela N° 18, 3 tells us that the donated land is \(\text{iw.ty}\)\(^{135}\) \(\text{hsb iw.ty h3.w}\) “Without calculations”\(^{136}\) and without costs\(^{137}\). Possibly donations, like sales, were also subject to a transfer tax of 10%\(^{138}\). In this stela 45 arouras of land are donated, which would mean a tax of 4.5 arouras, which is a plot by itself. Being free of these costs would certainly be a blessing.

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\(^{134}\) Donker van Heel, *P. Eisenlohr*, 43-47 on the domain’s taxes in general, 90-91 IV on the 10% rate.

\(^{135}\) Written with a variant of the embracing arms, see Kurth, *Ptolemaic Sign List*, 42 no’s 50 versus 52.

\(^{136}\) See also Meeks, *Années I*, 258 and III, 202 for a reading “compte”, “décompte”, and Lesko, *Dictionary of Late Egyptian* I, 332 for “accounting” – but also “garden” or “meadow”. According to Legrain in ASAE 7, the only publication to date, the word is written with the spit of land and bad packet, but no photograph is available for collation. Another option is simply “payment”, compare *rmjt iw= f \(\text{Sp hbs}\)* “A man who receives pay” in Pestman, *Theban Choachytes*, 122 e.

\(^{137}\) Römer, *Gottes- und Priesterherrschaft*, 313 reads \(\text{h3.w}\) as “possessions”, “usage”. Compare Lesko, *Dictionary of Late Egyptian* I, 285, who also has an option of “environs”. This allows for an alternative reading of “without gardens and without environs”, which would not be out of place.

\(^{138}\) For a discussion of this tax, see Vleeming in *Multi-Cultural Society*, specifically 344 where he discusses a possible \(\text{sš-hsb}\) “accountant scribe”, which may also be mentioned in N°\(^{135}\) 22, 6 and 23, 4, see Donker van Heel in *RdE* 50, 140 j, though those could be \(\text{sš w pr}\). I will follow Donker van Heel’s example and leave it as-is.
Division of shares

In the early Demotic papyri, the division of the shares invariably takes place *in-iw šmw hpr “when the harvest happens”*. The usual share for the landholder was 1/3 or ¼ of the harvest. As already mentioned above, in N°s 29 and 33 both parties receive ¼. In Abnormal Hieratic texts N°s 20 and 21 the lessors seem to receive 5/8 of the harvest.

More exceptional is N° 30, which divides the profit equally between the two parties, and also has both paying the tax together. N° 32 stands out as the lessee pays the taxes to the domain, and then gives everything that is left to the lessor. Donker van Heel suggests that this is the repayment of a debt, especially as the lessee declares that after this, he will leave the field and is no longer beholden to the lessor (*ntw=f r-h.t pšy=k šh iw=i wy.t r-r=f n-tf’y rupt-sp 38 “And I will withdraw from your fields, I being far concerning it from year 38 onwards”, see Terms and Conditions below).

In the case of N° 27, 7, the 1/3 share is given to the *htp-ntr* of Amun (see *htp-ntr* above), received by the lessor from the lessee. Combined with the fact that the lessor never says it is *their* land, this is a strong argument for the actual ownership of the fields – they are owned by the temple, and the priest acting as lessor is managing them.

The wḏt “remainder”

In Abnormal Hieratic texts N°s 21, 5, 22, 7, and 23, 4 the contract states the lessee will till the field *i pš nty (iw=f=n) ir=f wḏt.t r=r* “for that which it/we will produce (as) remainder to them”, followed by the lessor’s share of ¼ and the tax of 1/10 paid by the lessor. What “them” refers to seems unclear, but I propose that it refers to the total crop, which is the only plural word in the clause (*i pš nty ir=f n¹-n it r=r=f“out of that which it produces as grains from it”*). This means the wḏt.t “remainder” is what remains after the lessor’s share.

Ox rental

Two Demotic texts involve extra costs on the part of the lessee for the rental of ploughing oxen. N° 30 starts out as the rental of a span of oxen belonging to the lessor’s brother, to plough the lessor’s land. After the 1/3 share of the lessor, the brother receives 3/4 of the remainder – ¼ of the total produce. Similarly, N° 31 involves rent for one ox, for which an additional 1/6 charge is levied from the 2/3 share of the lessee.

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139 Instead of *in-iw*, N° 31, 5 uses *in-n; w*, translated the same. Lippert, *Rechtsgeschichte*, 158.
140 N°° 26, 87, 27, 6, 30, 7, and 31, 5 give 1/3; 22, 8, 23, 4, 25, 11, and 28, 6, give ¼.
141 These shares are somewhat complex: N° 21, 6-7 reads *w’ 5 dni.t / [...]* for the five lessors, read by Donker van Heel as “(each) one (of) five a share (?)”* and after the total crop clause again *w’ 3 “each three (sacks?)”*. The first sign of line 7 is lost; I would expect a fraction here, preferably 1/8: this would give us “for that which it produces as remainder from them: once five shares of [1/8], while 1/10 (is for the scribes) within it, for that which it produces (the field): once three (shares).”*. This way, the five lessors receive 5/8 (1/8 each) from which tax is paid, and the lessee 3/8. Similarly for 20, 5, this would give *w’ 5 dni.t i 1/8 iw pš 1/10 ... “once five shares for 1/8 (?), while the 1/10 ...”* although I am unsure if this group can be read 1/8, compare *CDD* numbers, 280; I do not currently have a comparison from Abnormal Hieratic texts.
142 Donker van Heel, P. *Eisenlohr*, 44, 220-221 VI.
143 See note 103-105 above.
144 Donker van Heel already suggested this reading in *RD* 49, 95 j. It also occurs in another unpublished Eisenlohr text, publication forthcoming, private communication from K. Donker van Heel.
145 Proposed in Donker van Heel in *RD* 49, 97 V. In N°° 22 and 23 this would make the lessee’s share 3/4, in 21 and 20 this is 3/8, see note 141 above.
Seed Corn

Seed corn is only mentioned in papyri N°s 27, 14 and 30, 11. N° 27, 14 has a footnote about corn being supplied for 5 1/32 arouras of land unrelated to the lease, and in 30 the lessor mentions *ih.t pr.t* “oxen and grain” supplied by his brother, on behalf of which he claims half of the total harvest. The amount required to sow the fields was 10% of the final harvest, provided at the start of the season. If paid by the lessor, this would leave him with a net profit of only 5% after taxes on a ¼ share and 13% on a 1/3 share. In Ptolemaic times the responsibility for the seed corn, along with other supplies like manpower and tools, fell to the lessee. As the lessee is responsible for the actual cultivation of the land, it is logical that provision of tools, farmers, and also seed corn is their job. It also leaves the lessor with a far less meagre profit.

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2.8 Terms and conditions

The stelae donating land do not commonly offer terms to which the donation is subject. A few contain additional clauses concerning the land donated, but as the donations were made in perpetuity, it was unlikely that further terms were even necessary. Contrary to this, the papyri, especially the early Demotic ones, offer several clear terms to which lessor and lessee were subject. There is minor variation in the exact wording of the clauses in the early demotic texts, but the essence is consistent.

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<th>Early demotic Papyri</th>
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<tr>
<td>- mtw=i dy wy</td>
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<tr>
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<td>1</td>
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</tbody>
</table>

Table 5: Terms and conditions to the leases

Saleability: correction of a misreading

Stela No 1, 4 contains the phrase m-dr.t [...] tly nbw hr=s, which Revillout translated as “avec droit de prendre de l’or pour cela (de la vendre)”¹⁴⁷, the right to sell the plot of land. However, this seems to be a misreading – rather than nbw “gold”, this sign group written with a t and egg should be read as Neith, providing the proper name Tjayneithheres¹⁴⁸, the donor of the land (see donors above).

Duration

A duration is only mentioned in four of the demotic contracts, No’s 28, 6, 30, 6, 31, 10, and 32, 6 as “from year X to year Y”, and in 33, 3 in the form of the date of harvest. The duration is a single year, although later examples of multi-year leases are known¹⁴⁹.

Keeping claims far away

To protect the parties involved in the contract from unlawful claims, either by the people involved or by third parties, three clauses were added to the document.

iw(=i) mn dl.t md.t nb.t i.qd.ti sw irm=k¹⁵⁰: “I have nothing to argue with you”. This clause only occurs in the Abnormal Hieratic texts and ensures that the author has no option of pressing future claims¹⁵¹.

¹⁴⁷ Revillout in RE 7, 118 reconstructs p’i for the lacuna, but compare p’i in line 2 in the name of p’i-i.ir-nbw. I will leave the reading of this group to whomever chooses to republish the stela.
¹⁴⁸ I have checked Ranke’s Personennamen, Lüdecken’s Dem. Namenbuch, Thirion’s additions to Ranke, and have thus far not been able to find a proper parallel for this name. Names starting with tly-[god]… all seem to form as tly-[god]-im=w “[god] seizes them”, tly-n.t-hr=s (or possibly fronted by p’i or t’i) does not seem to occur. The possibility of writing tly for qd also did not result in comparable names.
¹⁴⁹ Felber, Ackerpachtverträge, 127-128, but he does note that this is uncertain.
\( mtw=i \ di \ wy \ ss.w \ pr \ inn \ \overline{r-\overline{r}}=k \ n \ p\by=w \ \overline{smw} \ pr \ inn \) \(^{152}\): “I will cause that the scribes of the domain of Amun are far from you for their (the fields’) harvest tax of the domain of Amun”.

The clause “I will cause X to be far from you” concerns third parties which might press claims, and holds them off \(^{153}\). This occurs in \( No^{28}, 7-8, 29, 7, 30, 9, \) and \( 31, 8 \). A variant occurs in \( 32, 10 \), where the lessee declares he will be far from the lessor: together with the further terms stipulated the contract likely involves a debt or claim on the lessee.

\( bn-iw=i \ di. t \ r \ ch \ ss-. \ i.ir-hr=tn \ m-si \ p; \ 1/3 \ nty \ hry \) : “I will not cause a ...-scribe \(^{154}\) to stand before you except for the 1/3 which is above” in \( No^{27}, 8-9 \) and \( n \ rn \ n \ p\by=w \ \overline{smw} \ pr \ inn \) “in the name of the harvest tax of the domain of Amun” in \( 30, 9-10 \).

Here, the party dictating the contract states that they will not be able to harass the other party by issuing claims that are outside the contract \(^{155}\).

In \( No^{30} \) the lessor uses this clause on top of the \( di \ wy \)-clause when referring to the harvest tax in name of a span of oxen. The lessee has already written up a contract with the lessor’s brother for the oxen, and the lessor thus distances himself from that arrangement, as well as providing his protection against third parties.

**Land Measurement**

As a way of making sure that the amounts paid were accurate, the fields would be measured (\( h\by \)) by the scribes of the domain: \( \overline{i.ir \ n3 \ ss.w \ pr \ inn \ hy \ n\by=i \ lh \ (n) \ rm(=i) \) “The scribes of the domain of Amun will do the measuring of my lands in my name”. By measuring the land the scribes could make sure the appropriate amount of tax was paid for the harvest grown. This clause shows up in \( No^{25}, 20, 6, 21, 7-8, 28, 8, 30, 13, \) and \( 31, 9 \), which are notably all drawn up by the lessor. Aside from this clause on measurement, the contracts do not actually provide the actual size of the plots leased out, see Size above.

**Responsibility for damage**

During the course of the season damage may arise from trampling, lax farmers, or a long list of other causes. To be insured against unforeseen costs, the lessors of \( No^{28}, 8-9 30, 13-14, 15-16, \) and \( 31, 7-8 \) added a clause stating that any damage or loss caused by farmers will be taken from the lessee’s share on top of the share the lessor already received \(^{156}\).

In the case of \( No^{30} \) the clause is used twice, as both the fields and the span of oxen can incur damage. The lessor can claim damages to his fields, but leaves the lessee to deal with damage to the oxen, as that deal is with the lessor’s brother and not with the lessor himself.

\(^{150}\) \( No^{25}, 20, 7, 21, 8, 22, 10, \) and \( 23, 5 \).

\(^{151}\) Donker van Heel in \( RdE \) 49, 101-102 XIV.

\(^{152}\) \( No^{27}, 8-7 \).

\(^{153}\) Donker van heel, \( P. Eisenlohr \), 114 XII; Lippert, \( Rechtsgeschichte \), 158.

\(^{154}\) For a note on this title see Donker van Heel, \( P. Eisenlohr \) 105 n8.

\(^{155}\) Donker van Heel, \( P. Eisenlohr \), 105-6 VII.

\(^{156}\) Donker van Heel, \( P. Eisenlohr \), 114-115 XIV, XV, 208-209 X.
I interpret *nby ihw ty* “damage of the farmer”\(^{157}\) as being damage caused by the farmer or by human error in general, excluding natural causes. This interpretation is supported by the fact that N° 30 also includes a clause involving loss and profit. If the *nby ihw ty* covered all possible losses, this would not be necessary.

**Loss and profit division**

This further mention of loss and profit occurs not only on N° 30, 16-17 but also on 29, 8. The contract states that *i.ir hw gwy hpr iw.t=n “loss and profit will be between us” m-h.t n 2 / p;i s 2 “within two / the two men*. As *nby ihw ty* above already covers damage by/from the farmer, *hw* “loss” can then refer to any other unforeseen losses. By sharing loss and profit between the partners, they ensure that they will still receive the same percentage of the harvest, even if the actual amount changes.

**Withdrawals**

Finally, two of the papyri include rules for withdrawing from the plot by the lessee in N°'s 28, 9-10 and 32, 9-10, and four about withdrawing from the terms of the contract by the lessor in N°'s 19, 5, 6, 26, 9-10, 31, 9-11, and 33, 4-5\(^{158}\).

When written concerning the lessee, they are legally obliged to withdraw from the land after the contract ends: *mtw=k ar n nAy(=i) AH n rnp.t-tp 18 “You will depart from my lands in regnal year 18”* in 28 and *mtw(=i) s hr=h.t p;iy=k 3h “I will depart from your land”* in 32.

On the other hand it was also possible for the owner not to hold up their end of the bargain. In 31, the lessor states *iw(=i) sj:i.ti(=i) i m di.t sk=k n y=n(=i) 3h nty hry n rnp.t-tp 36 r rnp.t-tp 37 h r n hr.w nty hry iwj(=i) di.t n r-hd 1 pr-hd niv.t n wth “If I withdraw myself to not let you till my lands above, from regnal year 36 to regnal year 37, according to the stipulations above, I will give to you 1 (deben) silver of the Treasury of Thebes of purified silver”.* Fragments of the same phrase and fine appear in 26. In 33, the fine is 2 deben silver\(^{159}\).

Additionally, N°'s 26, 10, 31, 11, 32, 11, and 33, 5 state that this is to take place *iw.ty qd knb.t nb “without citing any document”*\(^{160}\).

**Oath**

Interestingly N° 19, 5-6 mentions the above phrase on withdrawal twice, once concerning withdrawing the fields, the second time about withdrawing from what is written. In between the two, the lessors have included an oath to Amun. The phrase *‘nh imn ‘nh [pr-?] “As Amun lives and the king lives”* occurs on other Abnormal Hieratic contracts, and is a holdover from Ramesside Hieratic\(^{161}\).

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157 Later also *hw n wy* “cultivator’s fault”, Lippert, *Rechtsgeschichte*, 159; Felber, *P. Ackerpachtverträge* 139-141.
158 Lippert, *Rechtsgeschichte*, 159, in Ptolemaic contracts both of these can be mentioned in a single contract.
159 For a discussion on the size of the fine see Vleeming, *P. Hou*, 87-89 tt and uu.
160 Lippert, *Rechtsgeschichte*, 109, 111.
161 Donker van Heel, *P. Eisenlohr*, 77, 80. Variants are P. Adoption, *wiH iwm wiH pr-? “As Amun endures, as the king endures”* in Gardiner in JEA 26, 24, also several ostraka in Moezel in Fs *Demarée*, 164, 167; P. Louvre E 3228 C, 21-22 *wiH iwm ‘nh pr-? “As Amun lives and the king lives”*; w.s snb=f di n=f iwm pî ś k “Aussi vrai qu’Amon dure et le roi vit! Qu’il est en bonne santé et qu’Amon lui accorde la victoire!” in Malinine in RdE 6, 160, Pl. II; a shorter version of the latter in Vleeming in *OMRO* 61, 14 n48.
2.9 Closing statements

Blessings and curses on stelae
True invocations of supernatural assistance rather than legal securities in case the terms of the transfer are broken only occur on the stelae, in the form of blessings and curses. These are unique to stelae and occur almost nowhere on any papyri\(^{162}\). As these donation stelae involve land or items being given to gods into perpetuity, the gods can be invoked to protect the things given to them\(^{163}\). Contracts on papyrus usually do not involve gods, and the land leases in my selection are certainly not into perpetuity.

The blessings give positive effects for those who reinforce the stelae, such as remembrance of the name, wealth on their own fields, and certified inheritance of jobs by sons\(^{164}\). On the other hand, whoever disturbs the stela, messes with the land, or takes from the gifts is subject to various creative sufferings: the entire family fornicating with donkeys, sons not inheriting jobs, no burial in the cemetery, not having children, and various forms of being burned, set on fire, cut, and other generally violent acts done to the vandal by the gods – specifically Sekhmet\(^{165}\).

Scribe’s signature
To close the early Demotic contracts, the scribe signs with \(m\ s\ s\ NN\) “in the writing of NN” directly after the text without starting a new line. In the Abnormal Hieratic texts the scribes introduce themselves as \(mtr\-s\ s\) “witness-scribe”\(^{166}\), with the exception of No 26, which is written in a transitional form between Abnormal Hieratic and Demotic\(^{167}\), and No 25, where the signature is lost. Malinine notes that the signature of 28, 11 is Demotic in form, but Abnormal Hieratic in script\(^{168}\).

Curiously two stelae, No 8, col II 6-7, and 10, 16, do mention a witness-scribe, the same person in both cases. This mention of a witness-scribe, maybe even the one who wrote down the original contract which was copied onto the stelae, is unique to these two Dakhla stelae.

The latter stela further specifies that it is \(p\ s\ s\ n\ p\ s\ s\-htm\ m\ s\ s\-wh\ t\ i\ r\ in\ jhr\-n\-t3\-bi\3\ s\ s-h\ t\ m\) “the writing of the seal-scribe in the Oasis, made by Horentabia the seal-scribe”. Horentabia is also mentioned immediately at the top of the stela, as well as in the body of the text as an intermediary (see Intermediaries above). Horentabia was clearly an important figure, being mentioned both first and last, as well as being the executor of the donation. He may have been the official who decided that a stela should be made to establish the donation.

\(^{162}\) One notable exception is the Adoption Papyrus, which contains the curse of donkeys, see Gardiner in JEA 26, 24.
\(^{163}\) Römer, Gottes- und Priesterherrschaft, 359-362, 372.
\(^{164}\) See e.g. No 9, 6-7.
\(^{165}\) See e.g. No 9, 7-10, 10, 12-15, 14, 5-6. The curses are more common than the blessings, and both occur on many stelae.
\(^{166}\) Lippert, Rechtsgeschichte, 70, 145; Vleeming in OMRO 61, 15 n55.
\(^{167}\) On the transitional scribe Peteamonip son of Petehorresne, see Donker van Heel, P. Eisenlohr 51-55.
\(^{168}\) Malinine in RdE 8, 135.
Witnesses
Aside from the aforementioned scribe signatures, no witnesses show up on any of the stelae. On the Abnormal Hieratic documents they are sparse as well: No’s 22, 12-13 and 23, 7-8 both have a single witness under the text introduced by \( m\)-\( s\) “in the writing of” and 19, 7-9 has two witnesses, also under the text, introduced by \( m\)-\( b\)h “in the presence of” which occurs in other Abnormal Hieratic contracts\(^ {169}\). 21 does not have any witnesses, and the remainder of the texts is damaged where one would expect possible witnesses under the text\(^ {170}\). The witnesses state their name, and then add that they agree with the writing above followed by the date of their signing\(^ {171}\).

Witnesses show up with more regularity in the early Demotic texts, which have at least one signature on each contract. In No’s 27, 11-15, 28, 11, 30, \( v^0\) 1-10, and 31, \( v^0\) 1-10 the lessor is at the top of the list of witnesses, and in 28 he is even the only witness mentioned. In 30 the lessee has signed the document, and in 31 the scribe’s son has signed as a witness. The number of witnesses varies from one in No’s 28 and 32 up to twelve in No 30. In No’s 30, 31, and 32 the signatures are on the verso.

<table>
<thead>
<tr>
<th>No</th>
<th>Lessor</th>
<th>Lessee</th>
<th>Witnesses</th>
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<td>19</td>
<td></td>
<td></td>
<td>2, ( m)-( b)h</td>
</tr>
<tr>
<td>20</td>
<td>///</td>
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<tr>
<td>23</td>
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</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
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</tr>
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<td>Yes</td>
<td>10</td>
</tr>
<tr>
<td>31</td>
<td>Yes</td>
<td></td>
<td>Scribe + 8</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

Table 5: Witness signatures

\(^{169}\) E.g. \( m\)-\( b\)h in P. Louvre E.3228 C, 23-26, Malinine in RdE 6, 161, Pl. III; \( m\)-\( s\) in P. Eisenlohr 14, 6-9. See also Vleeming in OMRO 61, 15 n 57.

\(^{170}\) Donker van Heel, P. Eisenlohr, 57 on the location of the witnesses’ signatures in both Abnormal Hieratic and early Demotic; Lippert, Rechtsgeschichte, 70, 138, indicating that the number of witnesses is usually higher.

\(^{171}\) In No 19 only the second of the two witnesses writes the date. The confirmation by the witnesses of the content also shows in Ptolemaic contracts, see Felber, P. Ackerpachtverträge, 198-203.
2.10 Various Legal terms
In this section I will briefly mention various other terms occurring in the texts which are not connected to the aforementioned clauses.

Internal referrals
The common phrase *nty hry “which are above”* is an easy way to refer to a prior mention without having to reiterate an entire description. It is common in the contracts on papyrus, but *nty hry* appears on only one stela: N° 15, 7. With the brevity of the donations, such internal referencing is usually unnecessary. The stela is sadly too damaged to see why this phrase was used.

List specifications
There are three ways in which lists are specified and totaled in the texts.

One is the listing of the large royal donation in N° 11, 3, which starts with *p rn p3 nkt nty di m-b3ḥ GOD n hnk “the list of things which are given before [god’s name] as a donation”. The specific items are then listed, with monetary values listed as *ir.n dbn X “makes X deben (silver)”*.

The second type of specification is when a concrete number of things, be it shares, items, or people, is divided into groups. To do this, the texts first mention the number of items, and then give *wp=sn “their specification”*172 or *wp-st “(the) specification”*173. After the total, the amounts are summed up again with *r-mh “totaling” or “complete”*174.

The final word used is *dmḥ “total”, used to close lists of items. Such totals are given to sum the number of people involved as lessees or lessor in N°’s 19, 3, 21, 5, 25, 8, and 27, 4.

*sp*
A “remainder” is mentioned in a note between the signatures in 27, 14. What exactly the 5 1/32 arouras of land are a remainder of is not mentioned. It is also used for the division of shares in 31, 6 and 32, 8. Both times the person dictating the document explains what will happen to the remainder of the crop after either a share or taxes have been taken from the total.

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172 N° 11, 9 specifying silver into the contributions of individual donors in line 9-11.
174 N°’s 11, 8, 11, 18, 20, 23, 28, 6, 30, 13, and 31, 4.
3. Preliminary conclusions

From the elements of these donations and leases a picture of a large-scale agricultural management system emerges, led by temple estates and managed by their priests. Both freemen and kings donate swathes of land across the country to the temple’s care, looking for the favour of the gods or the political power bought with such generosity. In turn, the domain allotted these fields to priests who were to manage their cultivation and draw their salary from the profits. To do so, the priests in turn leased out their fields to cultivators, who ensured that farmers tilled the land and that taxes were paid to the proper authorities.

Throughout these texts, it becomes clear that the Theban scribes had a mind of their own in writing down the orders of their clients. From the use of smn for donations to the creative and varied phrasing to describe the act of leasing, they excel at doing things differently from the scribes down in the Delta. Yet they are not unaware of developments appearing in Demotic: one by one, phrases, words, and snippets of handwriting slip into Abnormal Hieratic. During the 550’s and 540’s B.C. start mixing the two, and within two or three generations Demotic becomes the dominant script.175

One of the possible deciding factors is the greater consistency of Demotic. While Abnormal Hieratic manages one clause consistently – iw mn di.t md.t nb.t i.gd.ti sw irm=k – Demotic has a growing array of phrases with standardised spelling to insure against eventualities. The most telling of this standardisation is at the very start of the contract: the use of shn ... i skA “entrust ... to till” in Demotic replaces not one but three less specified verbs in Abnormal Hieratic. The word shn has been in use in the Delta for far longer, as evident from its use on two of the stelae from the area.

Yet the rapid assimilation of Demotic does not mean an immediate end to the Theban scribal tradition. Even in the early “true” Demotic contracts, tidbits of Abnormal Hieratic remain: the narrow layout of texts; occasional slips in writing; a scribe adding an Abnormal Hieratic signature under a Demotic document.

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175 Donker van Heel, P. Eisenlohr, 51-54.
4. N° 24: Papyrus Louvre E.7860

This text is one of the few remaining pieces of the Eisenlohr lot that has not yet been published. The papyrus contains nine lines of text. There is damage from being folded, and the right margin has broken off just before the start of the text. There is one kollesis at ¾ of the text width. A photograph and transcription can be found in Appendix B.

Transliteration
1. [rnp.t-sp 6.t] ibd 1 ˹šmw˺ 1 I [n] pr-cˁ wḥ-ib-ɾˁ c.w.s. .
2. dd ...... r ... m ... n ...[d] pˁ-di-imn rn[starter] f ikr imn-m-hˁ.t sˁ pˁ-di-
3. mr rn=f ikr ...-pˁ-di-mˁ; ......[e] n ḫˁ= w-sw-mn[starter] .
4. sˁ rri di(=i) n= k pˁ 6 sˁ.j.t 3h.t nmn[starter] wˁ[starter] nty hr pr imn tˁy=f[starter] (=)
5. mh.t niw.t nty pˁ ḫnn pˁ y ......[f] imn.t pˁ tni .
6. [i] skr=f (n) rnp.t-sp 6 r rnp.t-sp 7 i pˁ (nty) iw=f r ir=f[starter] i.ir šmw ḫpr[starter] (=)
7. [n rnp.t 7] [m] iw=k tˁy[starter] pˁ 2/3[starter] m-di=k di n=i pˁ(=i) 1/3 i.ir śsw n mn pr imn .
8. [hnt] ...[g] 3h [rə] n(=i) iw.y [dd knb.t] [starter] nb.t m sˁ //// ///// ///// .........[f]
9. ḥnnw sˁ pˁ-di-wsr.

Translation
1. Year 6 month 1 of Shemu, day 11 of Pharaoh Apries I.p.h.[l]
2. Says[starter] ......... Peteamun his excellent name being Amenemhat, son of Pete-
3. mery[starter], his excellent name .... Peteama- .... to Khausumin
4. son of Rei[starter]: I give to you the 6 arouras free and far (?) land which is in the domain of Amun, its
5. north being the city[starter] which is (in) the ḫnn[starter], the ...... west the dam,
6. [to] till it (from) year 6 to year 7 for that (which) it will produce[starter]. When harvest occurs
7. [in year 7], you will take the 2/3, and you will give me (my) 1/3[starter]. Scribes of the domain of Amun
8. [will measure] ... lands in (my) [name]. Without [citing] any [documents][starter]. In writing of // / ...
9. -chonsu son of Peteusi[r].

Notes to the transliteration
(a): The year can be reconstructed based on line 6. There seem to be four traces of ink, the first three of which suffice for the year and correspond with the spacing and margin of the text. The fourth trace may have been a t, or it is a fold in the papyrus causing a shadow.

(b): On the reading of Apries’ name, see Donker van Heel in Fs Zauzich, 131. As noted by Donker van Heel, the comparisons are awkward but Apries is the only remaining option in P. Louvre E.7853, which more or less matches the writing here. Compare Donker van Heel and Golverdingen, Reading Book I, No 1, 1, which also shows the writing of both ends of the cartouche, and stela No 8, for the nearly hieratic writing of wḥ:

Reading Book 1, 1:

N° 24, 1:

N° 8, 3:
(c): One would logically expect the titles of Peteamun here, but I cannot make out what they are. There are several recognizable signs within this section, but they do not seem to make a coherent whole. The signs in the transcription in Appendix A are those I could identify, but there are likely errors within them. I also cannot tell whether or not the last sign belongs to the lessor’s name, in which case it might be read as ns- or part of “-Hathor”\(^\text{176}\).

(d) I am not entirely certain about the reading \(rn\) “name”, but to me it is the best way of linking up the many names in these lines. The lessor is clearly a single person (line 7 \(n=i\) “to me”), so either a really long patronym has to be assembled, or multiple names belong to one person. It is admittedly a very awkward writing of the man with hand to mouth, compare line 8 and perhaps 3:

![Image of the signs]

(e): I cannot read the father’s second name. For the first group I have considered either \(s\dot{t}\) “daughter” which makes no sense in this position, or \(m\dot{t}\) “see”, which is unattested for beginnings of names. \(p\dot{t}-dl\) is clear, followed by the sickle (or perhaps a 9 for \(ps\dot{t}\) “ennead?”), and ending in the Abnormal Hieratic abstract determinative group.

(f): For a similar spelling of Min, see Vleeming, \(P. Tsenhôr\) II, 35* R22b:

![Image of another sign]

(g): This abbreviated writing of \(nmh\) also occurs in \(N^o\ 19\), 4.

(h): I have transcribed this group with the road and walking legs but I am unsure of the reading. \(nmh\) does not need another determinative group, leaving \(wy\) “far”\(^\text{177}\).

(i): The first \(i\) is mangled, but the only word that fits here is a possessive.

(j): I have considered reading \(p\dot{t}y=f\dot{t}h\dot{m}t\) “its east”, as the groups are between the northern and western neighbours, but I cannot find any parallels for this. Neither can I read the next group containing what exactly is to the east of the field.

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\(^{176}\) Cf. \(ns-h.t-hr\), Lüddeksens, \textit{Demotisches Namenbuch} II, 684.

\(^{177}\) A field which “is far” shows up on \(P. BM\ EA\ 10230\), 4, see Keenan, Manning and Yiftich-Franko, \textit{Law and Legal Practice}, 357, n88. The given interpretation is that the landowner is far from the field’s income, and that all of it goes to the domain. This is not the case here, as the lessor receives his 1/3 share.
(k): Cf. CDD ‘1, 175-176.

(l): For this spelling of *hpr*, compare No. 25, 11:

(m): Reconstructed based on No.’s 25-33, which all mention the year number after *hpr*. The space required matches with the placing of the vertical stroke, compare line 6. I have not read the tick blot of ink between lines 6 and 7 at the top left of the lacuna: the scribe has a penchant for superfluous dots.

(n): Compare Reading Book 1, 5 for the compound *ṭḥ* and 5, 7, 4 for the finger separately (=IV, 7 D51):

\[\text{Reading Book 1, 5:} \]
\[\text{Reading Book 5, 4:} \]
\[\text{No. 24, 7:} \]

(o): Compare the following:

\[\text{Reading Book 1, 3:} \]
\[\text{P. Tsenhor 7, 4:} \]
\[\text{No. 24, 7:} \]

(p): I would expect ... *ḥ py (= i) ḫrn (= i) “measure my field in my name”, but the group before ḫrn mystifies me.

(q): I have reconstructed this based on the available phrases discussed above, and on comparison with various other texts:

\[\text{P. Louvre E.7853, 5:} \]
\[\text{P. Hou 17, 4:} \]
\[\text{No. 24, 8:} \]

(r): I have not been able to decipher the rest of the scribe’s name yet.
Notes to the translation

I: September 23rd, 584 B.C. This is 22 years after P. Louvre E.7858, and 18 years before No 25. The mention of both the day and the king’s name is unusual: one is Abnormal Hieratic practice, the other Demotic.

II: Starting the contract proper with dd on a new line, however, is a purely Abnormal Hieratic feature.178

III: This name is otherwise unattested, but I cannot read it any other way.

IV: Similar names occur in Djekhy’s family under the rule of Amasis, perhaps there is a familial relation? This would certainly explain why this text was kept with the rest of the archive.

V: 24 is the second text of all the early leases which designates the size of the land.

VI: Written as Thebes, but with the designation in the following note this is likely a different town.

VII: This area is also known from No’s 22 and 23. Here however, the line starts with niw.t “city” rather than htp wsr “endowment of Osiris”. On the reading of hmn see note 119 above.

VIII: I have chosen to read i pA (nty) iw=f r ir=f “for that (which) it will produce” rather than i pAy=f 1/3 “for its 1/3” similar to line 7 below, as I cannot reconcile the latter with the two diagonal ticks. The amounts would also be odd: the lessee would work for 1/3 of the harvest, and in line 7 the lessor claims 1/3 of the harvest, so where does the other 1/3 go? And why then does the lessee also get to take 2/3 in line 7? Rather, I suspect this is an abbreviated form of the wd3-formula in No’s 21, 22, and 23: i pA nty (iw=f) ir=f wd3.t r=r=w “for that which it produces as a remainder to them”.

IX: 2/3 for the lessee and 1/3 for the lessor makes for a fairly standard division of the profits. The exact specification of the lessee’s share is unique to this text, though.

X: It is odd to see this clause here if the lacuna at the start of the line is to be reconstructed i.ir sš.w pr inn (8) [by n=i] šh [rn=i] “the scribes of the domain of Amun [will measure my] land [in my name]”, unless perhaps we are to read it to apply to the scribes not being able to cite any document?

XI: This scribe is likely related to the one who wrote P. Louvre E.7853. The scribes’ writing of the groups ibd 1 šm w in line 1, and niw.t in line 5 in both texts are very similar, but the king’s name and the overall spacing of the signs point to a different hand. Considering the father’s name is the same, perhaps they are brothers.

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178 Donker van Heel, P. Eisenlohr, 55-56.
179 Donker van Heel, P. Eisenlohr, 14.
180 Donker van Heel in Fs Zauzich, 131.
Concluding Remarks

With No 24 I have added another page in the book of Abnormal Hieratic and the shift towards demotic in Thebes. While the text is undoubtedly Abnormal Hieratic, it already contains multiple elements common to demotic.

Firstly, the king is named: as this also occurs in P. Louvre E.7853, this may well be a development already taking place in Apries’ time.

Second, there is a clause about the duration of the contract: this does not occur in any of the Abnormal Hieratic contracts, but is nigh standard in Demotic.

Third, the text stipulates payment “when the harvest occurs”: again this is a clause standard to Demotic, only occurring in abnormal Hieratic in the transitional texts No’s 25 and 26.

Fourth, the clause “without citing any document” appears: as above, this is a Demotic feature.

Fifth, and final, the scribe’s autograph is in Demotic form: the scribe signs with m ss “in the writing of” rather than Abnormal Hieratic mtr ss “witness scribe”.

Ergo, in the time of Apries there already is a clear influx of Demotic elements into this contract. However, it also retains several of the Abnormal Hieratic elements in the day date, the layout with dd on a fresh line, the use of dl rather than shn, and a possible remnant of the wdl-clause.

Putting No 24 within the rest of the leases in the corpus, we can see a slightly earlier start of the transitional period than had previously been suggested181. This means that knowledge of Demotic was already spreading around this time, and at least one or two scribes in the Theban region were implementing the new script.

Thus, from the assembled papyri and stelae, I can say that there is indeed a development in the Theban scribal tradition from the local Abnormal Hieratic practice, which developed from the older Ramesside hieratic, to Demotic, which appears in the Delta and spreads southwards. Hints of this development can already be found in the mostly Delta-based donation stelae, in which mentions of assigned land relate to the Demotic word for lease, shn, and in the few Theban stelae which show their localized use of smn “establish”.

With the introduction and establishment of Demotic as the standard lexicon, perhaps some of that local flavor is lost. Yet these scribes have left their mark on the history of Thebes, its temples, and its countryside. All one has to do to see it, is to read.

181 672 B.C., Donker van Heel, P. Eisenlohr, 55.
Appendix A: Stelae transcriptions
These transcriptions are copies of those given in IS, with notes of my own corrections.

1: Image: king (right) offering before two goddesses.

Line 3 and 4: gold sign to be read as Neith.
2: Image: King (right) with field hieroglyph before god and goddess.

über und hinter König: →

vor König: →

über Gott: →

vor und hinter Göttin: →


Hieratischer Haupttext: →

Die abschließende (recht ungewöhnliche) Sicherungformel (Z.8) ist erheblich beschädigt und schwer lesbar.
3: Image: King (right) offering before goddess, left a worshiping woman.
   vor König: "Image: King (right) offering before goddess, left a worshiping woman.
   Haupttext: "

4: No description of images.
   vor Amun: "
   vor Chons: "
   vor Frau: "
   Haupttext: "

5: Image: Sundisk above standing man before three gods.
   zu Sonnenscheibe (2x): "
   zu Osiris: "
   zu Horus: "
   zu Isis: " (schwer lesbar, nach Daressy vielleicht"
   zu Mann: "
   Haupttext: "

7: No image preserved.
8: No image on stela.

9: Two images: King with field hieroglyph, before him a small man with staff; before a god (right image) and goddess (left image).
10: Image: Man offering for ram-headed god.
11: Two images: Left king with red crown before Amun, right God’s Wife with sistrums before Osiris.

Line 7: sedge with egg and stroke for sedge over mouth with land tongue and stroke (rsy “South”)

13: Image: King with field hieroglyph before standing god.
14: Image: King (right) before three seated gods.

15: Image: King (right) with field hieroglyph before enthroned Amun and goddess (Iusaas?).

ober Flügelsonne, unter ihr symmetrische Zeile:

darunter zwei symmetrische Opferszenen: der König steht vor widderköpfigem Gott (stehend);

linke Szene, Weinopfer: vor König: ↓

hinter ihm: ↓→ über ihm: ↓→

über Gott: ↓→ hinter ihm: ↓→

rechte Szene, Brotepfer: vor König: ↓→

über ihm: ↓→ hinter ihm: ↓→

hinter Gott: ↓→ über Gott: ↓→

unter Bildfeld Haupttext von 11 Kolumnen: ↓→
17: Image: King (right) with field hieroglyph before Horus and Isis.

18: Image: Man (right) offering before Amun and Mut.

Line 3: embracing arms should be read with hands turned outwards for negation.
Appendix B: P. Louvre E.7860 Photograph and Transcription