The aim of this paper is to attempt to offer a more plausible interpretation of the Demotic property contracts called $snh$-documents, by re-examining the concept of the key word "$snh$.

$snh$-documents, which existed at least from 522 BC until AD 21 in Egypt, have generally been interpreted as "annuity contracts," whose purpose is to ensure that a husband will support his wife within matrimony and even in the case of divorce, provided that her property, known as "$snb$," is under his control.

However, this explanation remains somewhat questionable because of the following three points: (1) The key term "$snh$" itself does not seem to have been sufficiently examined by scholars. (2) Even though the clauses concerning the wife's subsistence occur also in matrimonial property contracts where "$snb$" is not referred to, the $snh$-documents alone are looked upon as "annuity contracts." (3) This interpretation conflicts with the idea that a man supported his wife as a matter of course at that time.

Through reconsidering the meaning of the word "$snh$," the present study concludes that the wife's $snh$ in the $snh$-documents might be income-generating property where the "usufructuary right" is given to her for her living and the term does not depend on whether she made a contract with her husband or not. Accordingly, the $snh$-documents could be interpreted as a deed where the main concern is to guarantee her the sure return of her $snh$ property from her husband. Furthermore, an attempt to re-situate the clauses discussing the wife's subsistence shows the possibility that the emmer and the silver which are to be given to her by her husband are the fine which he has to pay if he fails to return her $snh$ on the day she sets.

**Keywords:** Egypt, Demotic, Marriage, Property Contracts, Women.
Introduction

One hundred thirteen Demotic papyri recording property contracts made between husbands and wives have been preserved from Egypt of the seventh or sixth century BC through the first century AD (Late Period – early Roman Period), most, 102 texts, from the Ptolemaic Period. These documents have been studied by scholars as a useful source for understanding marriage at that time.

These documents have been collectively called “marriage documents” by some scholars. However, since the study by H. Junker (Junker 1921), many scholars have come to admit that this designation is inappropriate. The term “marriage documents” is derived from the early studies on the matrimonial property contracts which misinterpreted the aim of the contracts as the approval for marriage. However, now we know that the purpose of drawing up a matrimonial property contract was to clearly record the agreement made between spouses in terms of property rights. The matrimonial property contract was not a prerequisite for marriage. Therefore, the misleading term “marriage document” should not be used any more, even for the sake of convenience. I use the term “matrimonial property contracts” instead in this paper.

The matrimonial property contracts have been classified in various ways by scholars. The following classification by Pestman (1961: 21-50) seems to have attracted the most attention: 2

Type A: $sh n hmt$ (“document of/for a wife”),
Type B: (no Demotic name) a contract referring to the transfer of $hd n ir hmt$ (“money of/for becoming a wife”),
Type C: $sh n s^n$h (“$s^n$h-document”3) and $sh n db3 hd$ (“document concerning money”).

My paper deals with Type C, the $sh n s^n$h, as I believe the current understanding is wrong.

Among the 113 Demotic matrimonial property contracts known to the present author, fifty texts can be classified as Type A,5 seven texts as Type B,6 twenty-eight texts as Type C, and twenty-eight as “other.”7 (See Fig.1.8)

The characteristics of these three types of documents have been thoroughly studied by scholars, notably by Pestman (Pestman 1961). However, some problems still seem to exist in interpreting the $sh n s^n$h of Type C, which I will point out in the following pages.

$s^n$h-documents existed at least from 522 BC until AD 21.9 Although many of the surviving $s^n$h-documents were found in Fayum, it is likely that $s^n$h-documents were also known elsewhere, since sources from that period referring
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\textit{...} documents have been found in other areas in Egypt.\textsuperscript{10}

The general structure of the \textit{s\textsuperscript{n}h}-document is as follows:

1. the record of the date when the contract was drawn up,
2. the record of Party A (a man) and Party B (his wife) of the contract,\textsuperscript{11}
3. the statements and promises from Party A to Party B,
4. the signature of the scribe who recorded the contract,
5. the list of the names of witnesses to the document.

The following, P. Hawara OI 2 (331 BC, Hawara), is one example of a \textit{s\textsuperscript{n}h}-document:

1. \textit{h3.t-sp} \textit{1.t ibt} 4 \textit{\textit{5mm} n \textit{P[r-]c\textsuperscript{3} t[w.]}s. 3lygsntrs d \textit{htmw-wyt} wyt \textit{P3-tl-\textit{Wsir}} s\textit{\textsuperscript{n}h-\textit{Hp} mw.t=t f is.t-wr(t.) n s-\textit{hm.t} s\textit{\textsuperscript{n}h-t s.t n \textit{htmw-wyt} wyt \textit{n\textsuperscript{h}-mr-wr mw.t=s Pst tiy=t mtry h3.t=y n \textit{hd} 10 n n3 tni.wt nt n pr-hd n Pth n wth r \textit{hd} 9 qt 9 5/6 1/10 1/30 1/60 1/60 r \textit{hd} 10 (n) n3 tni.wt nt n pr-hd n Pth n wth \textit{c}n}

2. \textit{n p3}\textit{\textsuperscript{r}y=t s\textsuperscript{n}h mtw n3 hrt.w nt [iw=t r] ms.t.w n=y nt nb nk nb nt mtw=y hnt nsw nt iw=y r ti.t hpr=r w n pr \textit{3h} inh wrh bsk bsk.t ih.t t3 tp-n-ibw.t nb.t ibw.t nb qnb.t nb nt (n) rmt-nnmh.w nb n p3 t3 mtw=y mtw=y ti.t n=t bt 36 n t3 hn 40 r it 24 n t3 hn 40 r bt 36 (n) t3 hn 40 \textit{c}n \textit{hd} 1 qt 2 n n3 tni.wt nt n pr-hd n Pth n wth r \textit{hd} 1 qt 1 5/6 1/10 1/30 1/60 1/60

3. \textit{r \textit{hd} 1 qt} \textit{27} n n3 tni.wt nt n p[r-hd n Pth n wt]h \textit{c}n \textit{n p3y=t q-hbs hr rnp.t r p3 t3.wy nt mr=t s mtw=t t3 nt nhe.t r t3 wd3y n p3y=t q-hbs nt iw=s r hpr r c.wy=yt mtw=y ti.t s n=t nt nb nk nb nt mtw=y hnt nsw nt iw=y r ti.t hpr=r w n(?) pr \textit{3h} inh wrh bsk bsk.t ih.t t3 tp-n-ibw.t nb t3 wb.w nb qnb.t nb nt mt n rmt-nnmh.w nb n p3 t3 mtw=y

4. \textit{st h[pr]} n iw[t n p3y=t s\textsuperscript{n}h] nt hry bn iw=y rh d n=t [\textit{\textsuperscript{\textit{t}}p}] p3y=t s\textsuperscript{n}h nt hry p3y=t sw n wh3=f iw=y r ti.t s [n=t n-i]m=f bn iw=y rh t3 ti.t n\textit{h} m-s3=t hnt p3 m[tre n] p3 sh nt hry p3 bnr n p3 c.wy nt iw n3 wpty.w n-im=f m-sh M3-Rc\textsuperscript{3} s3 D-\textit{htsw-wt}=iw=\textit{f}\textsuperscript{2n}h

(Transliteration from Hughes & Jasnow 1997:16)

1. Year 1, fourth month of the season \textit{shemu} of Ph[ar]aoh I.[p.]h. Alexander. The god’s sealer and embalmer \textit{P3-tl-\textit{Wsir}}, son of \textit{\textit{n}h-\textit{Hp}}, whose mother is \textit{is.t-wr(t.)}, has declared to the woman \textit{\textit{n}h-t}, daughter of the god’s sealer and embalmer \textit{\textit{n}h-mr-wr}, whose mother is \textit{Pst}: “You have caused my heart to agree to the 10 silver (deben) (weighed) by the pieces which are in the Treasury of Ptah, of refined (silver), being 9 silver (deben) and kite 9, 5/6, 1/10, 1/30, 1/60, 1/60 being 10 silver (deben) (weighed by) the
pieces which are in the Treasury of Ptah, of refined (silver), again,

2. as your annuity.\textsuperscript{12} There belong to the children whom [you will be]ar to me everything of all property which I possess and that which I shall acquire in house, field, courtyard, building plot, male servant, female servant, cow, ass, every animal, every office, every title deed, and every matter of a freeman whatsoever of mine. And I shall give to you 36 (sacks) emmer (by the measure of) 40-hin, being 24 (sacks) barley (by the measure of) 40-hin, being 36 (sacks) emmer (by the measure of) 40-hin again and 1 silver (\textit{deben}) and 2 \textit{kite} (weighed) by the pieces which are in the Treasury of Ptah, of refined (silver), being 1 silver (\textit{deben}) and 1, 5/6, 1/10, 1/30, 1/60, 1/60 \textit{kite},

3. being 1 silver (\textit{deben}) and 2 \textit{kite} (weighed) by the pieces which are in the Treasury of Ptah, of refined (silver), again for your subsistence each year at whatever house you desire. You are the one authorized with regard to the arrears of your subsistence which will be to my debit, and I am to give it to you. As for everything of all property that I possess and that which I shall acquire in house, field, courtyard, building plot, male servant, female servant, cow, ass, every animal, every office, every title deed, and every matter of a freeman whatsoever of mine,

4. they become a pledge [for your annuity] aforesaid. I shall not be able to say to you “Take your aforesaid annuity,” but on [what]ever day you desire it, I will give it [to you]. I shall not be able to require an oath from you [nor from the witness] to the aforesaid document except in the house in which the judges are.” Written by \textit{M3r-Rr}, son of \textit{D-Hnsw-\textit{nw}f-\textit{nI}}.

(Translation from Hughes \& Jasnow 1997: 17-18)

Followed by the Witness List (twenty-four men)\textsuperscript{13}

The \textit{s\textsuperscript{nI}hl}-documents are generally understood by scholars to contain the following clauses, which we will have frequent occasion to refer to:\textsuperscript{14}

(1) A man has received \textit{s\textsuperscript{nI}hl} from his wife.
(2) The children whom she will bear or/and has already borne to him are the heirs of his property.
(3) He is to give her a specified amount of emmer (grain) and silver for her subsistence (\textit{\textit{q}-\textit{hbs} “food (and) clothing”) yearly at the house which she desires.
(4) Even if the provision of the emmer and silver is overdue, she continues to hold her right to get them and is eventually to be given them.
(5) His property is a pledge for her \textit{s\textsuperscript{nI}hl} and of his obligations to her recorded
in the s'nh-document.

(6) He cannot return the s'nh to his wife on his own initiative. Her s'nh will be given back to her when she asks for it.

(7) He cannot require an oath from her except in a court of law.

With this understanding, the s'nh-documents have been considered by scholars to be a "document of maintenance" or an "annuity contract." The purpose is to ensure that a husband guarantees to support his wife within matrimony and even in the case of divorce, providing her s'nh property is under his control. Accordingly, the term "s'nh" has often been translated as "maintenance" or "annuity."

Based on this, researchers have discussed what the s'nh-documents meant within the framework of the matrimonial property contracts and marriage at that time. W. Spiegelberg, the pioneer in this field of study, attempted to explain the sh n s'nh as dealing with "Probeehe" or ἀγραφὸς γάμου as opposed to the sh n hm.t, which deals with "Vollehe" or ἐγγραφὸς γάμου (Spiegelberg 1906). These two Greek words are the juridical terms known from Greek documents from Roman Egypt. Based on this terminology, some scholars used to believe that two different kinds of marriage existed in native Egyptian law, "loose marriage" and "full marriage" respectively. As grounds for his interpretation, Spiegelberg pointed out that, unlike the sh n hm.t, the sh n s'nh records neither the clause referring to marital relationship of the couple (ix=ȝ t=t n hm.t "I have made you wife"), nor the clause which applies in the case of divorce, nor the clause mentioning the gift for a wife from a husband (Spiegelberg 1906: 192).

Spiegelberg's aforesaid opinion that the s'nh-document applied to ἀγραφὸς γάμου was refuted by H. Junker (Junker 1921: 47-52). Against the arguments put forth by Spiegelberg, Junker points out the fact that spouses with a sh n s'nh were called wife (hm.t) and husband (hy), just like couples in "full marriage" and that not all the wives in "full marriage" received a gift (šp n shm.t) from their husbands. With a further analysis of the contents of the sh n s'nh in comparison with documents of "full marriage," he came to the conclusion that the s'nh-document must be regarded as one type of document in accordance with which agreements between spouses concerning property were regulated and also that, in terms of the marital bond, there is no fundamental difference between couples with a sh n s'nh and those in "full marriage." His view has since been accepted and reinforced by many scholars.

After Junker's study, scholars' attention seems to have shifted to the classification of the matrimonial property contracts. Accordingly, the sh n s'nh has been studied in comparison with other types of matrimonial property
E. Lüddeckens compiled all the matrimonial property contracts available when he wrote, sixty-five contracts, into a book (Lüddeckens 1960). He analysed the texts from a linguistic point of view and classified them into fourteen groups according to the combination and the order of the clauses recorded in the contracts, which appear to be a reflection of local scribal tradition. The $s^n_h$-documents analysed by him were included in the groups “Formular 13 D” and “Formular 14 D.” (These two groups share the same seven clauses mentioned above in the same order, but those with some note which cannot be classified are put into 14 D.) His study greatly contributed to clarify the linguistic characteristics of the $s_h n s^n_h$, especially with regard to the clauses of the contract.

As I mentioned earlier, P. W. Pestman categorised the matrimonial property contracts into three groups according to the designations of the documents and the property mentioned in the contracts: Type A ($s_h n h.m.t$, by which a man gives his wife $s p n s.h.m.t$), Type B (the deed mentioning $h'd n i r h.m.t$) and Type C ($s_h n s^n_h$, the deed referring to $s^n_h$, and $s_h n d b3 h'd$) (Pestman 1961). By comparing these three types, Pestman points out that there is great similarity between Type B and C: in both, a husband receives a sum of money from his wife, he promises an annual subsistence for her, he will return his wife’s property when she asks for it, and his property is held as security; furthermore, the Greek term for them ($\kappa\nu\gamma\rho\epsilon\alpha\phi\eta$ Τροφήτις) is the same (Pestman 1961: 38-49, 48-49).

H. S. Smith seems to follow Pestman’s classification on the whole, but with the slight difference that he pays more attention to the similarity between the $s_h n s^n_h$ and the deed mentioning $h'd n i r h.m.t$. He explains that there are two types of arrangements: Type A ($s_h n h.m.t$) and Type B (B1: the deed mentioning $h'd n i r h.m.t$ [Pestman’s type B] and B2: $s_h n s^n_h$ and $s_h n d b3 h'd$ [Pestman’s type C]) (Smith 1995: 48-54).

S. Grunert (Grunert 1978) classified the matrimonial property contracts published in Lüddeckens 1960 into two categories by paying attention to whether the possibility of the termination of contract is stated directly or indirectly, to put it concretely, by seeing if the clause concerning divorce (Lüddeckens: “Scheidungsklausel”) is recorded or not. His categories are 1. “Urkunden mit der direkten Scheidungsklausel” and 2. “Urkunden mit der indirekten Scheidungsklausel.” The latter is further divided into two groups: 2.1. “Einfach beurkundete Eheverträge” and 2.2. “Zweifach beurkundete Eheverträge.” The $s_h n s^n_h$ is included in the 2.2. Group. After comparing these
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groups, Grunert concluded that “der Hauptunterschied zwischen den einzelnen Typhen liegt somit eindeutig in den materiellen Absicherungen der Frau bei einer möglichen Auflösung der Ehe. Die objektiv besseren Sicherheiten weisen die Verträge mit indirekter Scheidungsklausel auf” (Grunert 1978: 119).

Thus as we have seen, various ways to classify and interpret the matrimonial property contracts have been suggested by scholars, and these have greatly contributed to the clarification of the characteristics of the sh n s’nḫ in comparison with other types of matrimonial property contracts. At the same time, however, it seems that they have done nothing more than point out similarities and differences between each group of documents, leaving some problems and contradictions still unsolved. The cause of this seems to lie in the very fundamental understanding that the sh n s’nḫ is a “document of maintenance” or an “annuity contract.”

First of all, and most important, the key term “s’nḫ” does not seem to have been sufficiently examined by scholars. For example, the most common way of explaining the term seems to be to just repeat the basic meaning of the word as found in Demotic and ancient Egyptian dictionaries: “ernähren, Ernährung” (Erichsen 1954: 410), “leben lassen, am Leben erhalten, lebendig machen” (Erman & Grapow 1982: 46). Another explanation is to say that s’nḫ-documents were called in Greek συγγραφὴ τροφίτις or συναλλάγμα τροφίτις (Boak 1926: 107; Pestman 1961: 37, 107, see also his remarks on this term from 222 [index]). This Greek phrase meaning “contract providing for aliment” (Liddell & Scott 1996: 1828) is attested in the Greek registrations added to some s’nḫ-documents. Greek abstracts of s’nḫ-deeds, which were drawn up for the purpose of registration, also record the Greek phrase, although a s’nḫ-document drawn up all in Greek is unknown, as far as the present author is aware. Furthermore, the term συγγραφὴ τροφίτις is found in Greek petitions and accounts of trials concerning s’nḫ-documents. However, we know that this Greek designation was used not only for the s’nḫ-document, but also for another type of matrimonial property contract, Type B in Pestman’s classification. Therefore, the interpretation of sh n s’nḫ based on the Greek term seems to be unconvincing.

Secondly, the clauses concerning the wife’s subsistence (clauses 3 and 4 above) are found not only in the s’nḫ-documents, but also in the other types of matrimonial property contracts. Thus, it is inconsistent that only the s’nḫ-documents are considered by scholars as “documents of maintenance” or “annuity contracts.”

Furthermore, the idea that a man guaranteed his wife’s subsistence by
drawing up a šnḫ-document conflicts with our general understanding that it was customary at that time for a man to support his wife. It is now accepted that a šnḫ was not a prerequisite for approval for marriage at that time. So why did they need to draw up a šnḫ in favour of the wife? Various answers have been suggested. Some scholars suggest that the transfer of the wife’s šnḥ property might be nominal or fictitious (Nims 1938: 76-77; Pestman 1961: 106-107; Smith 1962: 175), while there is another view that šnḥ might be the property which a man is to give to his wife when they get divorced (Junker 1921: 50; Boak 1926: 12, 108; Pestman 1961: 107; Allam 1975: 1172; Smith 1995: 53). It has also been suggested that an ex-husband had to support his ex-wife if she did not demand the return of her property (šnḥ) from him, or until he completely returned it to her (Nims 1938: 77; Pestman 1961: 71; Allam 1985: 51; Johnson 1994: 125; Smith 1995: 54). These ideas seem possible, but still are no more than speculation.

Keeping these problems in mind, in this paper I attempt to offer a more plausible interpretation of the šnḥ, by re-examining the meaning of the key term “šnḥ.”

Besides the Demotic matrimonial property contracts, 141 Greek property contracts made between spouses have been preserved from Graeco-Roman Egypt: 27 texts from the Ptolemaic Period and 114 texts from the Roman Period (Yiftach-Firanko 2004: 22-141). As they follow different schemes than the Demotic equivalent, I do not deal with them in this paper. Having said that, however, I believe that a systematic study of matrimonial property contracts written in both languages as well as a wide range of texts concerning marriage is indispensable for understanding the social history of Graeco-Roman Egypt. The present study is the first step on a long road ahead. I hope that this paper, by focusing on Demotic matrimonial property contracts, especially the šnḫ, which come mostly from the Ptolemaic Period, will contribute to the study of what it meant to Egyptian families to draw up a document in their native Egyptian language under the Greek-dominated society.

I. šnḥ as property transferred from a woman to her husband

In this section I will show the meaning of the term “šnḥ” when it refers to property transferred from a woman to her husband in the framework of the matrimonial property contracts, by comparing the šnḥ-documents with the two other groups of matrimonial property contracts, Type A and Type B in Pestman’s
Demotic Matrimonial Property Contracts Recorded in the sⁿḥ-documents

classification. Many of the documents belonging to Type A deal with the transfer of nk.t.w n s.h.m.t (“woman’s possessions”) from a wife to a husband, while the contracts classified as Type B record the transfer of ḫḏ n ir ḫ.m.t (“money of/for becoming a wife”).

As I mentioned earlier, many attempts to compare these three types of matrimonial property contracts have been carried out by specialists. However, I attempt to make a comparison of these three types of documents again here, in order to clearly show from what elements we can deduce the characteristics of the sⁿḥ-document and sⁿḥ. Firstly, I indicate the differences between these three types of matrimonial property contracts with respect to the contents and the value of the wife’s property that is transferred, in order to find out the characteristics of sⁿḥ as property transferred from a woman to her husband. Secondly, I compare these three groups of matrimonial property contracts in terms of the clauses recorded, in order to consider whether it might be possible to understand the term “sⁿḥ” from the clauses concerning the wife’s subsistence. For this survey, I collected data from fifty documents in total: twenty-two texts of Type A, five texts of Type B, and twenty-three texts of Type C (ṣḥ n sⁿḥ). They are all marked with * in Fig.1.

When we note the contents and the value of the wife’s property transferred in each type of matrimonial property contract, we easily notice the characteristics of sⁿḥ. “Sⁿḥ” is always expressed in “silver (deben) (weighed by the pieces which are in the Treasury of Ptah, of refined (silver),” it only is expressed thus, and the value ranges from six to fifty-one deben with the most common being twenty-one deben, which is relatively higher than that of the wife’s property transferred in the two other groups of documents. 26 The property called “woman’s possessions” in Type A is composed of accessories, clothes, furniture, domestic animals, grains, etc., and the value is expressed in various metals, such as copper, silver, gold, and “small gold (nb ḫm).” It is difficult to estimate the exact value of this property, because it sometimes includes items whose values are unrecorded or expressed in money where the exchange into copper or silver is very complicated, e.g. “small gold.” 27 However, as far as the examples whose values are easy to estimate are concerned, they range roughly from 0.6 to 9.8 deben in silver. 28 The property “money of/for becoming a wife” in Type B is always represented in copper, and the value ranges from 0.3 to 3.3 or 6.7 deben in silver.

On the other hand, we notice fewer differences between the sⁿḥ-documents and the two other types of matrimonial property contracts when it comes to comparing the clauses in each Type. The clause confirming the heirs to
the husband’s property in the s’nḥ-documents (clause 2) also appears in Type A. Similarly, the clause referring to the wife’s subsistence (3) and that concerning the arrears (4) are also found in Types A and B. As regards the clauses discussing the receipt of the wife’s property (1), the pledge for it (5), and its return (6), the expressions in the s’nḥ-documents are certainly different from those in Type A and Type B. However, it is safe to say that they are the same as their counterparts in Type A and Type B in that all of them aim at ensuring a wife the ownership right to her property transferred and also the return of her property. Thus, as far as the clauses are concerned, there is almost no feature that belongs essentially only to the s’nḥ-documents. In this way, it is possible to say that the clauses concerning the wife’s subsistence are not necessarily an argument for the interpretation of the term “s’nḥ” in the s’nḥ-document as “maintenance” or “annuity.”

As can be seen from these two analyses concerning the characteristics of s’nḥ-documents, to discuss the meaning of the term “s’nḥ,” it seems better to focus on the property called “s’nḥ” itself, rather than just to refer to the clauses concerning the wife’s subsistence.

II. Property called “s’nḥ” found in other sources

In this section, I will attempt to consider the general meaning of the term “s’nḥ,” by examining the features of the property called “s’nḥ” found in other types of property contracts, e.g. the sales contracts called sh n db3 ḫd (“document concerning money”) or sh n wy (“document of renunciation of rights”) and the inheritance documents called sh ini.t pš (“apportionment documents”). Although these types of documents were written in different situations or contexts from the s’nḥ-documents, I think it is worth attempting to get an interpretation from them of the meaning of the s’nḥ transferred in the s’nḥ-documents, by seeing if we can find the general and common characteristics shared by all the examples of the property called s’nḥ. The types of s’nḥ to be discussed are as follows:

a. p3 s’nḥ htmtw wyt (“the s’nḥ of god’s sealer-embalmer”)

“God’s sealer” and “embalmer” were the titles given to those people who administered funerals in the necropolis. “The s’nḥ of god’s sealer-embalmer” was under the jurisdiction of the necropolis and provided revenues for the god’s sealers and the embalmers (Reymond 1973: 44, 62, no.14). From P. Ashm. 1 1
Demotic Matrimonial Property Contracts Recorded in the s\textsuperscript{sn}h-documents

(138/7-117/6 BC, Hawara) and 1 3 (116/115 BC, Hawara), and also from the s\textsuperscript{sn}h-documents P. Hawara 14 (98 BC, Hawara) and 15 (93 BC, Hawara),\textsuperscript{34} we know that the god's sealers and embalmers held tombs and mummies as their s\textsuperscript{sn}h, which included p\textsuperscript{3} \textit{\textcircled{hs} \textcircled{p} \textit{lwp p\textsuperscript{3} \textit{irp}} ("the (rations of) bread, meat, and wine") (P. Ashm. 1 3: Reymond 1973: 63, no.18). This property was held by them on the basis of their titles and was also acquired by them through transfer or by succession (Reymond 1973: 31-36, 44, 62, no.14).\textsuperscript{35}

b. \textit{\textcircled{hs}\textsuperscript{sn}h} ("land of s\textsuperscript{sn}h")

P. Ashm. 1 16 + P. Ashm. 1 17 (69/68 BC, Hawara) is a sales contract concerning various property including \textit{\textcircled{hs}\textsuperscript{sn}h} ("land of s\textsuperscript{sn}h") between people who held titles relating to funerals, such as \textit{tnf} ("priest-musician"), \textit{rmt n \textsuperscript{lnp} (man of Anubis")} and \textit{hm\textsuperscript{ntw} wyt} ("god's sealer and embalmer"). Reymond conjectures that these fields of \textit{s\textsuperscript{sn}h} land were "lands assigned to the Anubis Domain for its maintenance" (Reymond 1973: 123, no.15).

Vleeming regards \textit{\textcircled{hs}\textsuperscript{sn}h} as a field whose revenue is used for "the maintenance of someone." According to him, \textit{\textcircled{hs}\textsuperscript{sn}h} falls into the same class as \textit{\textcircled{hs}\textsuperscript{fq} (revenue fields")} and \textit{\textcircled{hs}\textsuperscript{htp} (endowment fields")}. He further states: "From P. Ryl. 9, we can tell that 'revenue fields' were considered as 'state fields'; and from a Cairo papyrus, we may deduce that one was entitled to 'revenue fields' on account of one's title" (Vleeming 1991: 77-78, no.ee).

c. \textit{hrw n s\textsuperscript{sn}h} ("day of s\textsuperscript{sn}h")

The "day of s\textsuperscript{sn}h" was a liturgical day in temples, shrines, or other sanctuaries. The day of s\textsuperscript{sn}h was sold or leased as property, as it provided incomes for the owners who attended and carried out their duties on that day (Allam 1990: 17; Johnson 1986: 78-79; Reymond 1973: 113-114).

d. \textit{tni.t s\textsuperscript{sn}h} ("one's share of s\textsuperscript{sn}h" [from the property belonging to one's parent])

According to P. Hawara 1\textsuperscript{1} p.63-65, App. (232 BC, Hawara), a man who inherited his parents' property gave some of it, "the half of this house, this lane, this courtyard, and this bench (...) the building plots (...) two-fifths of the incomes from the tombs and burials of (...)" to his younger brother as \textit{\textcircled{ty}=k tni.t s\textsuperscript{sn}h} ("your [= the younger brother's] share of s\textsuperscript{sn}h") of everything that had belonged to their parents. Similarly, P. Cairo 3 50058 (543 BC, Assiut)\textsuperscript{36} records that a man transferred some of the inheritance left by his father to his younger brother as "your (= the younger brother's) share of s\textsuperscript{sn}h" of everything that had belonged to his father.
P. Hawara 7 a (183 BC, Hawara) is a sales contract in which a woman sold tombs, etc., to a man. She says that the tombs, etc., belong to \(tjy=yn\) n\(n.t\) \(srn\#\) "my (= the woman's) share of \(srn\#\)" of everything that had belonged to her father.

From the examples above, it seems possible to point out the following two features as the general characteristics of the property called "\(srn\#\)":

1. \(srn\#\) is property which generates revenues.
2. \(srn\#\) is property where the "owner" and the "user/beneficiary" could be different.

As mentioned above, it is thought that "the \(srn\#\) of god's sealer-embalmer" and "the land of \(srn\#\)" were under the control of the necropolis and the Anubis Domain respectively. "The day of \(srn\#\)" also belonged to the temples, shrines, or other sanctuaries. On the other hand, the revenues generated from the property were used by individuals on the basis of their titles or occupations. In this way, \(srn\#\) was property which could be under the jurisdiction of an authority but whose "usufructuary right" belonged to individuals on the basis of their positions or offices. The beneficiaries may have used the revenues to live on. (Here I use the word "usufructuary right" simply to mean "the right of using and benefiting from the profit of" to explain the concept of the \(srn\#\). I do not intend to cause confusion by applying the modern definition of this legal term to the explanation of Egyptian law.)

These two points above may also apply to the examples of the "one's share of the \(srn\#\)." In both cases, a share of the \(srn\#\) was transferred from an elder brother to a younger brother. According to the so-called Demotic Legal Code of Hermopolis West, Donker van Heel, Legal Manual (the first half of the third c. BC, Tuna el-Gebel), the "eldest son" was generally dominant in inheritance. For example, Column VIII, l. 30-33 reads:

If a man dies, he having lands, gardens, temple-shares (?) and slaves, he having sons, and he having not assigned (lit. written) shares to his children while alive, it is his eldest son who takes possession of his property (or better estate). If the younger brothers being action against their elder brother saying, "Let him give us shares of the estate (lit. property) of our father," the elder brother is to write the list of names and write the number of his younger brothers, the children of his father, those alive and those who died before their father died, the eldest son likewise. And he is given the share he prefers in the lands, [the gardens], and the houses. What is
fitting (?) to give to him is given. (...).

(Translation from Hughes & Mattha 1975: 39)

Column IX, l. 32-33 also declares:

No man can say, "The property is mine, it is my father's", except the eldest son. He is entitled to say, "The property is mine, it belongs to my father."

(Translation from Hughes & Mattha 1975: 42)

This principle of the eldest son's importance in inheritance may be what we see in the two examples aforementioned. Thus, one may deduce that in both cases the elder brother took the control of the inheritance and transferred the "usufructuary right" as a part of the inheritance to his younger brother, taking the younger brother's living into account. The "usufructuary right" could be further sold to others, as P. Hawara 7 a shows.

Returning to the s'nh-documents, one may infer from the discussion above that the woman's s'nh might be revenue-generating property whose "usufructuary right" was given to the woman for her subsistence. If one takes the original meaning of the word s'nh “to nourish” into account, one can tell that the woman's s'nh alone could produce sufficient income for her maintenance, regardless of whether she made a contract with her husband concerning her s'nh. In this way, the s'nh-documents could be property contracts where a main concern was simply that the wife's property (s'nh) was transferred to her husband, rather than “annuity contracts” for a woman to be supported by her husband.

The woman's “usufructuary right” might have come from her natal family, based on her family membership, as a daughter or a sister for example. This is implied by documents which show the close involvement of the woman's natal family members in the matrimonial property contract recorded in the s'nh-documents.38 However, this is an issue that requires further study.

III. The Clauses concerning c-q-hbs ("food (and) clothing")

If the s'nh-documents were not “annuity contracts” – i.e. if the main purpose of the s'nh-documents was not to ensure the man's duty to support his wife – what then would the clauses regarding the c-q-hbs ("food (and) clothing") (3 and 4 above) mean? These two clauses are regarded by scholars as guaranteeing the wife's subsistence. In this section, I will consider the clauses
concerning *q-hbs in order to re-situate them in the contexts of the *srnb-documents.

To understand more about the meaning of these two clauses, it may be a good idea to refer to the same clauses in the other types of matrimonial property contracts, i.e. Type A and Type B. It seems safe to apply information found in Type A and Type B to the *srnb-documents as far as the clauses dealing with the wife’s property (1, 3, 4, 5, and 6) are concerned, because, as I mentioned in the first section, there are no fundamental differences in the clauses at issue between the *srnb-documents and the two other types of matrimonial property contracts.

The following two examples of Type B clearly show the conditions under which a man will give his wife rations and money as her *q-hbs (“food (and) clothing”): if a man does not return his wife’s property, he will give her rations and money annually as her *q-hbs. For example:

(1) P. Eheverträge 51 (86 BC, Hawara)  
\[\text{Transliteration from Lüdeckens 1960: 134}\]
If I do not give you the five hundred (deben) aforesaid (= “money of/for becoming wife”) within the aforesaid thirty days according to that which is above, I will give you “food (and) clothing” according to the “food (and) clothing” which is written above, the emmer and copper written above, until I give you the five hundred (deben) (of copper) aforesaid.

(Translation by the present writer)

(2) P. Köln Dem. 2 (107 BC, Tebtynis)  
\[\text{Transliteration from Lüdeckens 1968: 30-31}\]
‘If I do not give you the 140 (deben) (of copper) aforesaid (= “money of/for becoming wife”), I will give you 2/3 1/12 (ariabas) of wheat, one lok of sesame oil, and three (deben) (of copper) (as) money [...] (as) your “food (and) clothing,” (as) your allowance monthly, and seventy-five (deben) of refined silver annually.’

(Translation by the present writer)
Therefore, one can tell that "q-hbs ("food (and) clothing") was considered by each spouse as fines to be imposed on the husband for delay in returning the wife's property.

On the other hand, the other examples belonging to Type B do not record the reason for the provision of the food and the money. This may mean that this explanation could be omitted as a matter of course.39

This leads to the idea that the s'nh-documents also could omit the reason why a man is to give his wife food and money as her "q-hbs. Therefore, if the food and the money given to a woman by her husband are fines in the s'nh-documents, the clauses in the s'nh-documents could be understood as follows (the parts underlined are the interpretations by the present writer):

<The contents of the property contract in the s'nh s'nh: a hypothesis>

(1) A man has received s'nh from his wife.
(2) The children whom she will bear or/and has already borne to him are the heirs of his property.
(3) (If he does not return her s'nh on the due date), he is to give her a specified amount of emmer and silver as her "q-hbs yearly at the house which she desires.
(4) She is authorized to the arrears (namely/consisting of) her "q-hbs which shall come into being from his hand, (if he does not return her s'nh on the due date).40
(5) His property is a pledge for her s'nh and of his obligations to her recorded in the s'nh-document.
(6) He cannot return the s'nh to his wife on his own initiative. Her s'nh will be given back to her when she asks for it.
(7) He cannot require an oath from her except in a court of law.

This hypothesis seems supported by the following two types of documents.

1. Loan contracts

To consider if "q-hbs is a fine or not, it might be a good idea to compare the s'nh-documents with the documents concerning loans, because both contracts share a common purpose, i.e. to ensure the return of the loaned property to the owner. According to Porten, the Demotic loan contracts generally include the following clauses (Porten 1992: 261):

(a) You gave to me such and such an amount.
(b) I shall give/repay you such and such an amount.
(c) If I do not repay you on time, a monthly penalty will be exacted.
(d) If I do not repay, you may take as pledge enumerated items, 
(e) until you are paid in full. 
(f) I cannot claim to have paid you as long as you hold this document. 

We easily notice that (a), (d), and (b) above correspond to (1), (5), and (6) of the s^nfb-documents. Based on this and on the common purpose of both contracts, it might be possible to conclude that the clauses concerning the c^-hbs (3 and 4) in the s^nfb-documents correspond to (e) of the loan contract. The expressions "if I do not repay you on time" and "a monthly penalty" remind us of the arrears in (4) and the annual provision of grain and silver in (3) respectively. Thus, it is possible to say that the idea that c^-hbs might be a fine is not implausible.

2. Cancellation of the matrimonial property contracts dealing with s^nfb

The following three documents also suggest that the c^-hbs might be a fine to be imposed on a man when he fails to return his wife's property (s^nfb) on time. The purpose of these examples seems to be to cancel the matrimonial property contracts dealing with s^nfb, and it is likely that the following three parts from each document were written in the same context. A woman says to her husband, after having received her s^nfb from him:

(1) P. Hawara 13 (99 BC, Hawara)

\[ mh=k \ t=j \ tw=k \ mtr \ h3=j \ n \ n3 \ ht.w \ hn^c \ p3 \ c^k \ hbs \ hn^c \ ntj \ nb \ nk\ t \ nb \ ntj \ sh \ r \ p3 \ sh \ n \ s^nfb \ n \ m=f \ tw=k \ st \ n=j \ n \ p3 \ hrw \ sp=y \ st \ «8» \ n \ t.\ t=k \ [iw \ t=\ w \ mh^l \ iwt \ sp \ nb \]

(Transliteration from Lüdeckens 1998: 136)

You have paid me completely. You have caused my heart to be satisfied with the silver (=s^nfb), the "food (and) clothing," and everything recorded in the aforesaid s^nfb-document. You have given them to me today. I have received them from your hand, they being paid in full, without any remainder.

(Translation by the present writer)

(2) P. Hawara 18 (98-88 BC)

\[ mh=k \ t=j \ ij=k \ n=y \ p3=\ f \ h1 \ r. \ ir=j \ «10» \ hn \ r. \ im=f \ irm=k^l \]

(Transliteration from Lüdeckens 1998: 201)

You have paid me (the silver, i.e. s^nfb) completely. You have given me its fine (h1) on which I had an agreement with you.

(Translation by the present writer)
Demotic Matrimonial Property Contracts Recorded in the $sn\dot{h}$-documents

(3) P. Hawara 23 (68 BC, Hawara)

$m\dot{h}=k \ t=j \ tj=k \ mtr \ h3t=\{j \ \| \ p3y=f\} \ «7» \ h\dot{h} \ h\dot{m}\dot{r} \ ntj \ nb \ «m\dot{r}\} \ <nb>\ (?)$

$n. \ im=w \ sp=j \ st \ tj=k \ h3t=\{y \ mtr:w \ n. \ im=w \ iw=w \ mh \ iw\dot{t} \ sp \ nb$

(Transliteration from Lüdeckens 1998: 238)

You have paid me (the silver, i.e. $sn\dot{h}$) completely. You have caused my heart to be satisfied with its fine ($h\dot{l}$) and everything concerning them. I have received them from your hand. My heart is satisfied with them, they being paid in full, without any remainder.

(Translation by the present writer)

Let us note what the women received from their husbands in addition to their $sn\dot{h}$. In (1) the woman received “the ‘food (and) clothing,’ and everything recorded in the aforesaid $sn\dot{h}$-document,” while the woman in (2) received “its fine,” and the woman in (3) got “its fine and everything concerning them.”

If these three documents were drawn up for the same purpose and each quotation above was recorded in the same context, then one could deduce that “its fine” recorded in (2) and (3) must correspond with the “food (and) clothing” in (1). From document (2), we further know that the couples had an agreement concerning “its fine” in advance. It seems likely that they agreed concerning “the fine of ($sn\dot{h}$)” when drawing up their $sn\dot{h}$-document. Thus, these examples demonstrate the possibility that the $q\dot{-}hbs$ (“food (and) clothing”) might be a penalty.

If that is the case, in what situation would a wife demands the return of her $sn\dot{h}$? There is no direct answer to this question in the $sn\dot{h}$-documents. As many scholars deduce from the expression “at the house which you desire” ($r \ p3f \ «.wy \ nt \ iw \ mr=t \ s$) in the clause concerning her subsistence, and also from the comparison with other types of matrimonial property contracts recording the arrangement which applies in the case of divorce, it could be when the marriage is dissolved: by divorce, a woman lost financial help from her husband. She needed her property ($sn\dot{h}$) back for her own maintenance, and he had to return it at once when she demanded it. If he did not pay it back immediately, he was forced to pay a fine to her, i.e. a specified amount of emmer and silver ($q\dot{-}hbs$), which was a suitable amount for her to live on while she was waiting for her property to be given back. This hypothesis does not seem to conflict with our general understanding that it was customary for a man to support his wife at that time.

As for the balance between the $sn\dot{h}$ and the $q\dot{-}hbs$, it varies and does not seem to be determined according to a specified rate (See Fig.2). However, at
least, it can be pointed out from the examples studied here that thirty-six artabas and seventy-two artabas are relatively common for the amount of emmer of the 'rq-hbs', while 1.2 deben and 2.4 deben are common for the amount of silver. It is estimated that ten artabas were needed for a person to live on for a year. If this is the case, the amount of emmer for the 'rq-hbs' in the 'srnb-deeds' shown on the list, ranging from thirty-six to 125 artabas, is sufficient for the woman's yearly subsistence. As after 211 BC the theoretical price of one artaba of emmer was 0.125 silver deben (Pestman 1993: 350), the silver of the 'rq-hbs', from 1.2 to 3.8 deben, could also have been a sufficient sum at that time. In comparison with the maintenance for a wife promised in the two other types of matrimonial property contracts, the value of the 'rq-hbs' in 'srnb-deeds' is often much higher, as Pestman has already pointed out (Pestman 1961: 150).48

Conclusion

In this study, I have attempted to suggest a more plausible interpretation of the 'srnb-documents' than "annuity contracts," by re-examining the key term "srnb" and then by re-situating the clauses concerning 'rq-hbs" ("food (and) clothing"). The main conclusions concerning 'hr n srnb' can be summarized as follows: 'srnb was revenue-generating property whose "usufructuary right" could be given to the woman for her subsistence. Accordingly, the 'srnb-documents could have been property contracts where the main concern was to confirm the transfer of the woman's property ('srnb) to her husband and to ensure the return of her property ('srnb) from her husband when she demanded it, possibly in the case of divorce, by setting a penalty which consisted of emmer and money ('rq-hbs) which he must pay in the case of any delayed return and, moreover, by entailing all the property belonging to him as security.

Once we understand what the property contract recorded in the 'srnb-documents was for, a future direction for study might be to examine the practical function of the 'srnb-documents in society at that time. This approach would help to deepen our knowledge of the social status of an Egyptian woman in Ptolemaic Egypt, as a wife and owner of property, and a woman in her own right.

* This paper is a translation and revision of my article: I. Ono, "Property Contracts between Husbands and Wives recorded on 'srnb-documens': Reexamination of 'srnb'" (in Japanese), Orient: Bulletin of the Society for Near Eastern Studies in Japan 44 (2001), No.2, 28-48. (Ono is the maiden name of the present author.) I am deeply indebted to Ms María Cannata (the Queen's College, Oxford), my tutor during my stay at Oxford as a visiting student at Hertford
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Notes
1 113 texts in total = nine texts from the Late Period + 102 texts from the Ptolemaic Period (332-30 BC incl. the Macedonian Dynasty) + two texts from the early Roman Period. The figures are those of the present author, based on the information given in Brunsch 1984; Hughes & Jasnow 1997; Lüddeckens 1960, 1968, 1982b; 1998; Pestman 1961; Reymond 1973.
2 Pestman classified matrimonial property contracts according to the titles of the documents and the type of property transferred in them. For different categorizations suggested by other scholars, see below.
3 I use the word "s'nh-document" or "s'nh-deed" in this paper, without translating the word "s'nh," as I have not found a good translation for the term s'nh. For a recent comment about the difficulty of giving a translation for this term, see Lippert 2004: 65.
4 A s'nh n db3 hd relating to a s'nh n s'nh is generally regarded as a subordinate document to the s'nh n s'nh. This paper focuses on s'nh-deeds and does not deal with the s'nh n db3 hd.
5 In addition to these fifty contracts, there are seven contracts belonging to Type A written in Hieratic: P. Eheverträge 1 I.1-3, I.4-7, I.8-10, and I.11-20, all from 879 BC Thebes; P. Eheverträge 2 from 676 BC Thebes; P. Eheverträge 3 from 589 BC Thebes; and P. Eheverträge 4 from 546 BC Thebes.
6 Pestman categorized P. Eheverträge 6, 12, 33, and 37 as Type B (Pestman 1961: B no. 1, 2, 5, 6). However, I include them in "Others," as they do not record the transfer of hd n ir hm.t.
7 Pestman classified P. Eheverträge 34 as Type C (Pestman 1961: C no.10). However, I included it in "Others," as it does not record the transfer of s'nh. I also excluded Pestman's C no.4, 8, and 11 for the reason that they themselves are not s'nh-documents: no.4 (Griffith, High Priests of Memphis, p.82-141, no.1 from 232 BC Memphis) is a narrative referring to a s'nh n s'nh; C no. 8 (P. BM Siut p.3-12, no.19591 Ro I 9 from 170 BC Assiut) is an account of a trial where a s'nh n s'nh is mentioned; C no.11 (P. Torino 13 from ca.140 BC Memphis) is a Greek account of a lawsuit where a s'nh n s'nh is mentioned.
8 For information on these texts, see also note 1 above. In this paper, I usually cite texts by their publication-based abbreviations adopted in DAHT (the Internet). For the editions of texts, see "Abbreviations and the Editions of Demotic Texts" at the end of this paper or DAHT. For convenience sake, I added the names based on their inventory numbers in parentheses only in Fig.1. For the date and the provenance of each text, I usually referred to Lüddeckens 1982b. If I did not find it there, I referred to DAHT (the Internet). The texts which I could not categorise for sure into Type A, B, or C are included in "Others." (See also notes 6 and 7 above.)
9 The earliest surviving s'nh-document is P. Hawara Ol 1 = P. Eheverträge 1 D (365/364 BC, Hawara), but the existence of s'nh-documents dates back to at least 522 BC according to the two Demotic property contracts P. Cairo 3 50059 (522 BC, Assiut) and Pyramid Studies p.203-204 (522 BC, Assiut) which deal with a property transfer in exchange for two s'nh-deeds. The last example of a s'nh n s'nh is P. Eheverträge 12 D (AD 21, Tebtynis).
10 The following texts are examples where s'nh-documents or contractors of s'nh are referred to: 1. A wife who returned her s'nh-document to her husband: P. Hawara 13 (99 BC, Hawara); P. Hawara 18 (90-88 BC, Hawara); P. Hawara 23 (67 BC, Hawara). 2. A wife who consented to a property contract between her husband and others: P. Hawara Ol 5 (285-46 BC, Hawara); P. Hawara Ol 7 A (245 BC, Hawara); P. Adler Dem. 2 (124 BC, Gebelein); P. Ryl. Dem. 17 (118 BC, Gebelein); P. Ashm. I 3 (116/115 BC, Hawara). 3. A husband who transferred to his wife his property held as security for her s'nh: P. Schreibertrad. 5 (292 BC, Thebes); P.
A son whose father had drawn up a s'nh-document for his mother consented to a property contract between his father and his half-brother: P. Hawara 16 a (92 BC, Hawara); P. Hawara 17 a (92 BC, Hawara). Juridical texts: Donker van Heel, Legal Manual, col.IV, 6-9 (the first half of the third c. BC, Tuna el-Gebel); P. BM Siut no.10591 Ro I 17-20, II 20-23, X 7-9 (170 BC, Assiut). See also note 9 above.

11 It was also possible for a man to take part in drawing up a sh n s'nh as Party B on behalf of his daughter according to P. Cairo 3 50059 (522 BC, Assiut), Pyramid Studies p.203-204 (522 BC, Assiut), and P. Eheverträge 2 D (316 BC, Memphis [?]). P. Studies Radwan 1 p.325-236 (176/175 BC, Tuna el-Gebel) is a sh n s'nh drawn up by a man for his mother (Lüdeckens 1974). Since the information about a sh n s'nh made between a son and a mother is very limited, I refrain from attempting to interpret it in this paper.

12 “Annuity” is Hughes and Jasnow’s translation of s'nh.

13 The twenty-four witnesses are all male, like in other Demotic notary-contracts (sh). Each signature is written with different handwriting, as can be particularly noticed by the name fr-wd which is used for the witnesses no. 8, 11, 13, 15, and 19 in the original text. A total of twenty-four witnesses was not usual during the Ptolemaic Period. The standard number was sixteen. For the number of witnesses in notary-contracts, see Depauw 1999: 84, no.94; Depauw 2003: 66. For the classification of the clauses in the matrimonial property contracts and the details of each clause, see Lüdeckens 1960: 254-333.


Words meaning “dowry” or “endowment” have also been used as the translation for “s'nh.” e.g. “Dotation” (Lüdeckens 1960: 314; Allam 1975: 1172), “Ausstattung” (Lüdeckens 1975: 1183. no.11; Lüdeckens 1998: 294), “Ausstattungsgeld” (Lüdeckens 1982: 152-155), “endowment” (Nims 1938: 75-77; Nims 1958: 237-246; El-Amir 1953: 139-150; Erichsen & Nims 1959: 129-132; Martin 1995: 67; Smith 1995: 53; Hughes & Jasnow 1997: 80; Bagnall & Keenan 1998: 158-169). However, these suggested translations are almost the same as “maintenance” or “annuity” when it comes to describing the concept of the term “s'nh,” since they have generally been used with the understanding of “s'nh” as the property by which a man supports his wife.

15 The άγγαρος γάμος (lit., “marriage not in writing”) was regarded as “eine vorläufige, wenngleich urkundlich versicherte Verabredung, in welcher die beiden Teile keine dauernde Verpflichtungen auf sich nehmen,” while the άγγαρος γάμος (lit., “marriage in writing”) was seen as “die in sollemn Ehekontrakt mit Zusage des ehelichen Zusammenlebens und Stipulationen über die Mitgift (und anderweitige Vermögensverhältnisse) bestätigte Verbindung” (L. Mitteis, “Neue Rechtsurkunden aus Oxyrhynchos,” Archive für Papyrusforschung 1 [1901], 346. As I could not get hold of this article, I cited it from Spiegelberg 1906: 190).

16 For example, Boak 1921: 109; Edgerton 1931: 6-9; Lüdeckens 1960: 347; Pestman 1961: 42-43; Smith 1995: 54.

17 For the “Scheidungsklausel,” see Lüdeckens 1961: 268-276.

18 In connection with this, the Coptic translation of s'nh is C A A N H Y “make live, be alive” or “nourish, rear, tend” (Crum 1939: 347). C A A N H Y was usually used as a verb and the use as a noun was limited to some special phrases, which did not include the one seen in the Demotic sh n s'nh. I am grateful to an anonymous referee of Orient for this information.

19 For the “Scheidungsklausel,” see Lüdeckens 1961: 268-276.
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23 E.g. P. Ehevertriige 51 (86 BC, Hawara), where the unusual form κατατάσπ(οφιτής) συ(γραφή) is used. See Pestman 1961: 35, no.3, also 48, 145. Pestman also infers the possibility that this Greek term may apply to Type A, but he suggests that we not use the term for Type A to avoid confusion. See Pestman 1961: 37, no.7, 146, no.2.

24 “There is no reason to assume, however, in those cases where there is no mention of maintenance, that the husband would not be obliged to maintain his wife” (Pestman 1961: 145); “In annuity contracts, it was relevant that a man had a good position and would be able to support his wife and children” (Johnson 1998: 1394); “The ideal Egyptian family, at least in the upper levels of society from which most of our evidence is preserved, consisted of a husband who held a job outside the home, a wife who ran the house and bore and raised children, and the couple’s children. Men were expected or assumed to participate in the public sphere, women were not. This distinction is clearly reflected in the titles accorded individuals on private funerary stelae” (Johnson 1998: 1935).

25 For Greek matrimonial property contracts, see Yiftach-Firanko 2003; Pomeroy 1984: 119-120.

26 “Χ (deben) (weighed) by the pieces which are in the Treasury of Ptah, of refined (silver)” means a measure based on silver that was introduced in the Persian Period. See Lüdeckens 1998: 8, Nr.15; Vleeming 1991: 87-89; Pestman 1961: 38, no.4 and 105; Lüdeckens 1960: 316-317.

27 There is a recent study on gold in Hellenistic Egypt: Depauw 2004. For gold as a monetary unit recorded in Demotic matrimonial property contracts, see pp. 241-243 of that article. I would have liked to update the calculations of the present section based on this article, but unfortunately I was not able to do so.

28 I compared the values of the property transferred in each type of document, by converting the prices shown in copper into silver and also by calculating the price of wheat in silver. For the copper-silver exchange rate and the price of wheat, see Pestman 1993: 347, 350.

29 All the documents marked with * in Type A in Fig.1 have this clause, except for P. Ehevertriige 52.

30 All the documents marked with * in Type B in Fig.1 have these two clauses as does P. Ehevertriige 35 in Type A.

31 In Type A, the following expressions guarantee the wife the right to the ownership and the return of the property transferred in this document: (1) the expression concerning the receipt of “woman’s possessions” and the list of each item, seen in all the documents marked with * in Fig.1. (2) Expressions such as “when you (= the wife) are inside, they (= ‘woman’s possessions’) are inside with you, when you are outside, they are outside with you (iw=t hn iw= w ln irm=t lwr= w bnr irm=0)” (P. Ehevertriige 8), seen in all the documents marked with * except for P. Ehevertriige 16, 23, 24, 26, 28, “the right to use them belongs to you (=the wife), the right to keep them belongs to me (=the husband) (mtw=t pły= w sy ink pły=w shf)” (P. Ehevertriige 35), seen in all the documents marked with * except for P. Ehevertriige 8, 28. In P. Ehevertriige 16, 23, 24, and 26, only the latter part (ink pły=w shf) is recorded. (3) The clause where a man promises his wife to give her each item of “woman’s possessions” or its equivalent in money when they divorce, seen in all the examples marked with * except for P. Ehevertriige 8, 52. (4) The clause where a man promises his wife not to require an oath of her, saying that she did not bring her “woman’s possessions” to his house, seen in all the examples marked with * except for P. Ehevertriige 8, 28, 38, 52. (5) The clause where a man guarantees his wife that she has the right to claim her “woman’s possessions” from him and that he will not sue her, seen in all the examples marked with * except for P. Ehevertriige 8, 16, 23, 24, 26, 28, 38, 52.

In Type B the expressions that guarantee a wife the right to the ownership and the return of the entrusted property are: (1) The statement that a man has received “money of/for becoming wife” from his wife, seen in all the examples marked with * in Fig.1. (2) The clause where a man promises his wife to return “money of/for becoming wife” on the day when she asks for it
or within thirty days after her demand, seen in all the examples marked with •. (3) The clause
where a man promises his wife that if he does not return her property, or does not return her
property within thirty days, he will give her "food (and) clothing" until he returns it, seen in P.
Eheverträge 51; P. Köln Dem. 2. (4) The clause where a man promises his wife to entail all his
property as security for the right (hp) to the document recording the transfer of "money of/for
becoming wife," seen in all the examples marked with •. (5) The clause where a man promises
not to tell a lie concerning the document recording the transfer of "money of/for becoming wife,"
seen in all the examples marked with • except for P. Köln Dem. 2.

As Lüddecks points out (Lüddecks 1960: 288), the content of the clause referring to
an oath (7) is peculiar to s'nḥ-documents. The oath is generally seen by scholars as relating to
the judicial system at that time. I do not deal with this clause here, as it is beyond my
competence.

The following examples of the word "s'nḥ" are not discussed here, as they were not used
as the name of a type of property: "s'nḥ (to nourish)" "hm-s'nḥ (sculptor)." A title "shm.t n s'nḥ
(woman of (?) s'nḥ)" is also known, which seems to relate to s'nḥ-documents, but it is not
examined here for the same reason, as well as because there is little information about it.

In the s'nḥ-documents P. Hawara 12, 14, and 15, ḫtmtw wyc is found in the list of
the husband's property.

In addition to the examples mentioned above, the following papyri also refer to "the s'nḥ
of god's sealer-embalmer": P. Hawara 11 (116-107 BC, Hawara), 16 a (92 BC, Hawara), 17 a
(92 BC, Hawara), 19 a (85 BC, Hawara), 21 a-b (83 BC, Hawara), 23 (67 BC, Hawara).

For the contract recorded in P. Cairo 3 50058, see also the detailed explanation in Johnson

The "eldest son" was not always chronologically the eldest male child. The youngest male
child could be designated as "eldest son," if the father wished (Hughes and Mattha 1975: 123).

See: (1) The s'nḥ-documents drawn up for a wife's father in her favour: e.g. P. Eheverträge
2 D (316 BC, Memphis[?]) and a s'nḥ-document referred to in Pyramid Studies, p.203-204 (522
BC, Assiut) and in P. Cairo 3 50059 (522 BC, Assiut). (2) Property transfers from a man's family
members to his wife's natal family members in exchange for two s'nḥ-documents which had
been drawn up by him and his father respectively in favour of his wife/daughter-in-law: P. Cairo
3 50059 (522 BC, Assiut) and Pyramid Studies, p.203-204 (522 BC, Assiut).

The same treatment of q-hbs as fines is also found in the following two matrimonial
property contracts in the "Other" category in Fig.1: P. Eheverträge 33 (172 BC, Assiut) and 34
(172 BC, Assiut).

The expression "ṯ ṭb.t n ṭḥy=t q-hbs" is generally translated as "the arrears of your
subsistence." However, it seems also possible to interpret this expression as "the arrears
(namely/consisting of) your q-hbs," regarding "n" as indicating apposition. For "n" with an
appositive, see Erichsen 1954: 201.

The following two s'nḥ-documents seem to imply that the provision of grain and silver
was carried out monthly: P. Eheverträge 7 D (128 BC, Tebtynis) and P. Hawara 15 (93 BC,
Hawara).

It is obvious from the context that the silver mentioned here means the wife's s'nḥ.

From the context, it is very likely that the object of this sentence is "the silver," i.e. the
s'nḥ.

See note 43.

The s'nḥ-deeds examined here are the ones marked with * of Type C in Fig.1.

One artaba was about thirty - forty litres in the Ptolemaic Period (Depauw 1997: 166-167).

C. Préaux, L' économie royale des Lagides, Bruxelles, 1939, 134. As I could not find this

With regard to the ratio between the wife's property transferred and her subsistence
consisting of money, corn, and oil in Type A, the present author feels inadequate to calculate it,
although it would be desirable, since even the exact value of the wife's property transferred is

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Difficult to determine clearly. On the other hand, in Type B it is noticeable, even focusing only on money and emmer, that the value of the ḫḏ nb s is relatively high when compared with that of ḫḏ n ir ḫm.t. Here are examples of the ḫḏ n ir ḫm.t : Ḫḏ nb s ratios. Four hundred deben of copper : [...] (Fs. Lüddeckens p.11-12 from 194-180 BC Fayum); one hundred deben of copper : seventy-two artabas of emmer and twenty deben of copper (P. Eheverträge 31 from 190-186 BC Fayum); ninety deben of copper : forty-eight artabas of emmer and [...] (P. Eheverträge 30 from ca 186 BC Philadelphia); 140 deben of copper : 2/3 1/12 artabas of wheat, one lok of nh-oil, and three deben of copper (these are all given monthly) and seventy-five deben of silver (P. Köln Dem. 2 from 107 BC Tebtynis); five hundred deben of copper : twenty-seven artabas of emmer and two hundred deben of copper (P. Eheverträge 51 from 86 BC Hawara).

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Demotic Matrimonial Property Contracts Recorded in the s‘nḥy-documents


The Internet


Abbreviations and Editions of Demotic Texts

JARCE

Journal of the American Research Center In Egypt

Donker van Heel, Legal Manual


Fs. Fecht


Fs. Lüddeckens

Griffith, High Priests of Memphis


OMRO
Oudheidkundige Mededelingen uit 's Rijksmuseum van Oudheden te Leiden

Pestman, Marriage


Pyramid Studies


Studies Radwan 1


P. Adler Dem.


P. Äg. Handschr.


P. Ashm. 1


P. BM Siut


P. Cairo 2


P. Cairo 3


P. Eheverträge


P. Gebelein Heid.


P. Hawara


P. Hawara OI

G. R. Hughes and R. Jasnow, *Oriental Institute Hawara Papyri: Demotic and Greek Texts from an Egyptian Family Archive in the Fayum (Forth to Third Century B. C.)*, Oriental
Demotic Matrimonial Property Contracts Recorded in the s'nh-documents


P. Köln Ägypt. I


P. Köln Dem.


P. L. Bat. 24


P. Lille Dem. 1


P. Précis


P. Ryl. Dem.


P. Schreibertrad.


P. Tor. Botti

Fig. 1 List of Known Matrimonial Property Contracts

For each type, the contracts are listed in order of the date of composition. For Types A, B, and C:
* ... Text with a record of wife's property transferred to her husband
(*) ... Text without a record of wife's property transferred to her husband
No mark ... Text where it is unconfirmed by the present writer whether the transfer of the wife's property to her husband is mentioned

For further information, see also note 8.

Type A (šḥ n ḫm.t)

<table>
<thead>
<tr>
<th>No.</th>
<th>Text</th>
<th>Date (BC)</th>
<th>Provenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>P. Eheverträge 5 (Berlin 13614) (*)</td>
<td>ca 535</td>
<td>Elephantine</td>
</tr>
<tr>
<td>2.</td>
<td>P. Eheverträge 7 (Berlin 3078) (*)</td>
<td>492</td>
<td>Thebes</td>
</tr>
<tr>
<td>3.</td>
<td>P. Cairo 3 50159 (Cairo 50159)</td>
<td>380-362</td>
<td>Edfu</td>
</tr>
<tr>
<td>4.</td>
<td>P. Eheverträge 8 (Berlin 15830 = Lonsdorfer 1) *</td>
<td>364</td>
<td>Edfu</td>
</tr>
<tr>
<td>5.</td>
<td>P. Eheverträge 9 (Libbey) (*)</td>
<td>337</td>
<td>Thebes</td>
</tr>
<tr>
<td>6.</td>
<td>P. Lille Dem. 1 28 (Sorbonne 243)</td>
<td>332-323</td>
<td>Magdola</td>
</tr>
<tr>
<td>7.</td>
<td>P. Eheverträge 10 (Rylands 10) (*)</td>
<td>315</td>
<td>Thebes</td>
</tr>
<tr>
<td>8.</td>
<td>P. Eheverträge 11 (Cairo 31177) (*)</td>
<td>299 (?)</td>
<td>Akhmim (?)</td>
</tr>
<tr>
<td>9.</td>
<td>P. Eheverträge 13 (Cairo JE 89367 = Philadelphia 875 B) (*)</td>
<td>264</td>
<td>Thebes</td>
</tr>
<tr>
<td>10.</td>
<td>P. Eheverträge 14 (Louvre 2433) (*)</td>
<td>252</td>
<td>Thebes</td>
</tr>
<tr>
<td>11.</td>
<td>P. Eheverträge 16 (Hauswaldt 4) *</td>
<td>246-221</td>
<td>Edfu</td>
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<tr>
<td>12.</td>
<td>P. Eheverträge 17 (Cairo 30601) (*)</td>
<td>230</td>
<td>Akhmim</td>
</tr>
<tr>
<td>13.</td>
<td>P. Eheverträge 18 (BM 10394)</td>
<td>226</td>
<td>Thebes (?)</td>
</tr>
<tr>
<td>14.</td>
<td>P. Eheverträge 19 (Cairo 3109) (*)</td>
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<td>P. Eheverträge 20 (Cairo JE 89375 = Philadelphia 871) (*)</td>
<td>223</td>
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</tr>
<tr>
<td>16.</td>
<td>P. Eheverträge 21 (Mainz 1) (*)</td>
<td>221</td>
<td>Akhmim</td>
</tr>
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<td>17.</td>
<td>P. Eheverträge 22 (Vatican 2037 B) (*)</td>
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<td>18.</td>
<td>P. Eheverträge 23 (Hauswaldt 6) *</td>
<td>220/219</td>
<td>Edfu</td>
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<td>19.</td>
<td>P. Eheverträge 24 (Hauswaldt 15) *</td>
<td>217/216</td>
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<td>P. Eheverträge 25 (Berlin 3075) (*)</td>
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<td>Thebes</td>
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<td>21.</td>
<td>P. Eheverträge 26 (Hauswaldt 14) *</td>
<td>209/208</td>
<td>Edfu</td>
</tr>
<tr>
<td>22.</td>
<td>P. Eheverträge 27 (Berlin 3145) (*)</td>
<td>ca 201</td>
<td>Thebes</td>
</tr>
<tr>
<td>23.</td>
<td>P. Eheverträge 28 (Berlin 13593) *</td>
<td>198</td>
<td>Elephantine</td>
</tr>
<tr>
<td>24.</td>
<td>P. Eheverträge 29 (Marseille 926 = 96) (*)</td>
<td>190</td>
<td>Thebes</td>
</tr>
<tr>
<td>25.</td>
<td>P. Tor. Botti 39 1.11-20 (Turin 6099)</td>
<td>189-100</td>
<td>Deil el-Medina</td>
</tr>
<tr>
<td>26.</td>
<td>P. Eheverträge 32 (Berlin 15692) (*)</td>
<td>181-176</td>
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<tr>
<td>27.</td>
<td>P. Eheverträge 35 (Turin 2129) *</td>
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<tr>
<td>29.</td>
<td>P. Eheverträge 36 (Rylands 16) *</td>
<td>152</td>
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<tr>
<td>30.</td>
<td>P. Tor. Botti 5 (Turin 6076)</td>
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<td>31.</td>
<td>P. Tor. Botti 11 (Turin 6111)</td>
<td>119</td>
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<td>32.</td>
<td>P. Eheverträge 38 (Strassburg 56) *</td>
<td>117</td>
<td>Thebes</td>
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<tr>
<td>33.</td>
<td>P. Eheverträge 39 (Rylands 20) *</td>
<td>116</td>
<td>Gebelein</td>
</tr>
<tr>
<td>34.</td>
<td>P. Eheverträge 40 (Rylands 22) *</td>
<td>115-108</td>
<td>Gebelein</td>
</tr>
<tr>
<td>35.</td>
<td>P. Eheverträge 41 (Frankfurt) *</td>
<td>109</td>
<td>Hermonthis</td>
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Demotic Matrimonial Property Contracts Recorded in the sḫḫšḫšš-documents

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<td>P. Tor. Botti 22 (Turin 6082)</td>
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<td>P. Eheverträge 42 (Rylands 27) *</td>
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<td>P. Eheverträge 49 (Rylands 28) *</td>
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<td>P. Tor. Botti 38 (Turin 6112)</td>
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<td>P. Eheverträge 45 (Strassburg 43) *</td>
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<td>P. Eheverträge 46 (Adler 14) *</td>
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<td>P. Eheverträge 47 (Adler 21) *</td>
<td>92</td>
<td>Gebelein</td>
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<td>43</td>
<td>P. Eheverträge 48 (Heidelberg 701) *</td>
<td>92</td>
<td>Gebelein</td>
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<td>44</td>
<td>P. Cairo 2 30970 (Cairo 30970)</td>
<td>ca 90</td>
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<td>45</td>
<td>P. Eheverträge 50 (Rylands 30) *</td>
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<td>P. Eheverträge 52 (Cairo 50149) *</td>
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<td>48</td>
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<td>P. Eheverträge 43 (Rylands 38) *</td>
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Type B (Contracts referring to the transfer of ḫḏ n ir ḫm.t)

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<td>Fs. Lüdekeckens p.11-12 (Hamburg D 35) *</td>
<td>194-180</td>
<td>Fayum</td>
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<td>2</td>
<td>P. Eheverträge 31 (BM 10609) *</td>
<td>190-186</td>
<td>Fayum</td>
</tr>
<tr>
<td>3</td>
<td>P. Eheverträge 30 (BM 10607) *</td>
<td>ca 186</td>
<td>Philadelphia</td>
</tr>
<tr>
<td>4</td>
<td>P. Köln Dem. 2 (Köln 2412) *</td>
<td>107</td>
<td>Tebtynis</td>
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<td>5</td>
<td>P. Eheverträge 51 (Cairo 50129) *</td>
<td>86</td>
<td>Hawara</td>
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<td>6</td>
<td>OMRO 44 (1963) pp.19-21 (BM 10229) *</td>
<td>78</td>
<td>Memphis</td>
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<td>7</td>
<td>Pestman, Marriage p.36 (Berkeley Bancroft Library P.Tebt. 386)</td>
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Type C (sḫ n sḫšš)

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<td>P. Hawara Ol 2 (OI 25257) *</td>
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<td>3</td>
<td>P. Eheverträge 2 D (Bibl. Nat. 219) *</td>
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<td>P. Hawara Ol 3 (OI 25259) *</td>
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<td>5</td>
<td>P. Hawara Ol 6 (OI 25388) *</td>
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<td>6</td>
<td>P. Hawara Ol 8 (OI 25256) *</td>
<td>243</td>
<td>Hawara</td>
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<td>7</td>
<td>P. Hawara 1 (Carlsberg 34) *</td>
<td>239</td>
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<td>9</td>
<td>P. Cairo 2 10262 (Cairo 10262)</td>
<td>233/232</td>
<td>Fayum (?)</td>
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<td>10</td>
<td>P. L. Bat. 24 p.24-25 no.113 descr. (Louvre 2347) *</td>
<td>178/177</td>
<td>?</td>
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<td>Studies Radwan 1 p.325-326 (P. Cairo Tuna el-Gebel 2) *</td>
<td>176/175</td>
<td>Tuna el-Gebel</td>
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<td>P. Eheverträge 4 D (Michigan 4526 Al) *</td>
<td>199</td>
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<td>13</td>
<td>P. Eheverträge 5 D (BM 10591 Rec VI 21-VII 5) *</td>
<td>181</td>
<td>Assiut</td>
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<td>P. Hawara 7 bis (BM 10608) *</td>
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<td>P. Eheverträge 11 D (Karara 1 = Heidelberg 10) *</td>
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<td>P. Hawara 8 a (Hamburg D 14) *</td>
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<td>Hawara</td>
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<td>P. Eheverträge 7 D (Cairo 30607) *</td>
<td>128</td>
<td>Tebtynis</td>
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<td>P. Eheverträge 8 D (Cairo 30608) *</td>
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<td>19</td>
<td>P. Précis p.1800-1900 (Louvre 3265) *</td>
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**Others**

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**Texts unexamined by the present writer for this paper**

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Demotic Matrimonial Property Contracts Recorded in the srnh-documents

Fig. 2 The values of srnh and of q-hbs in the srnh-documents

The text numbers are those of Type C in Fig.1.

1 artaba = 30 - 40 litres

See also note 45.

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