

# Slavery in Egypt during the Saite and Persian Periods

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The aim of this paper is to investigate certain documents written in demotic dealing with the system of slavery in Egypt during the Saite and Persian Periods paying particular attention to the legal aspects found. As slavery touches upon many aspects of any particular society, during the discussion below the social and economic areas will be encountered. I do not endeavor to cover these areas within the scope of this paper. It is hoped, however, that the points raised in the economic and social areas will provide the basis for future studies. A major difficulty one encounters when dealing with slavery in ancient Egypt is our lack of source materials. Those which we do have are able to provide us with enough evidence for serious discussions.

The term used at this period for "slave" was *b3k*. This is to be compared with the usage of the New Kingdom word *ḥm*, "slave" (BAKIR, 1952, pp. 29ff.). This term can be found in the Saite Period in *P. BM 10113/6-7* (an abnormal hieratic document from year 20 of king Apries) where comparable property lists show *b3k* in demotic (CRUZ-URIBE, 1979, p. 37). The principal feature of a person who is a *b3k* is that he may be bought and sold. BAKIR (1952, p. 8) used this criterion for determining whether a person was a slave or not. This points to one aspect of slavery which is very important. That a person can be sold indicates that he is to be treated as property and consequently, in the property lists of the Saite and Persian Periods "slaves"

are found (CRUZ-URIBE, 1979, p. 36). FINLEY (1980, p. 73) notes: "As a commodity, the slave is property..., the fact that a slave is a human being has no relevance to the question whether or not he is also property; it merely reveals that he is a peculiar [kind of] property". HUGHES (1952, p. 47) uses both "servant" and "slave" in his translations of *b3k*. That *b3k* is undoubtedly referring to slaves rather than servants is evident from the manner in which they are treated in the documents. It is important to note the servants are not property, while slaves are. Note also THOMPSON's discussion (1940, pp. 33ff.).

One aspect of slavery in Egypt which has not been stated is that a person's function as a slave is not necessarily related to his or her occupation. In *P. Rylands 5* (to be discussed below) the slave has the occupation of a farmer. In *P. Berlin 13571/1* Petimin is both a "slave of Pharaoh" and a "stone mason" (ERICHSEN, 1950a, I, p. 11; 1950b, p. 275). JANSSEN (1963, p. 145) notes that slaves have various occupations such as "cowherder", "royal barber", "builder", and "sandal maker". HUGHES (1952, p. 47) also notes that slaves can be "choachytes", "administrator of cloth", and "herdsman".

We must note that thus the slave in Egypt was not attached to the land by definition. Rather, as we can see from the above, a slave may be a farmer, or herdsman just as he could serve in other occupations. This distinguishes the slave from serfs who would be attached to the land. This situation corresponds in some ways to the Mesopotamian system (GELB, 1972, p. 87f.). GELB notes that in Mesopotamia slaves were used mainly in private households and played no role in the productive efforts of the country. Also, slaves for the most part were of foreign origin. For Egypt the situation was described by WESTERMANN in similar terms (1929, pp. 54ff.). The role of foreigners as slaves in Egypt only became noteworthy during the New Kingdom. JANSSEN (1963, p. 144) has suggested that the massive numbers of slaves reported sent back to Egypt during the New Kingdom were for the most part exaggerated figures meant to glorify the conquests of the victorious Egyptian kings. This seems to be substantiated by the limited information concerning

slaves from all periods in Egypt. In contrast to Mesopotamia slaves in Egypt are found in occupations outside of the private households and are able to be part of the productive effort of the country. As a slave can hold a variety of occupations, one may suggest that an individual's status as a slave is not an economic distinction. While the slave as property has an economic value, his means of production do not depend on his being a slave. This is clear since individuals who are not slaves are found in the same occupations mentioned above. Evaluating the documents of the Saite and Persian Periods will provide a clearer understanding of this.

Another word which we shall encounter in the documents discussed below is *nmhw*. The basic definition of the term derives from the word for "orphan", i.e. one without parents. ERMAN & GRAPOW (1926ff., II, p. 286) define the *nmhw* as: "Bürger, der Geringe, die Arme, der Mann niederen Standes". The Berlin Dictionary did not take into account SPIEGELBERG's (1913, p. 116f.) connection of *nmhw* with the Coptic *rhme* "freeman". WENTE (1961, p. 120) translates a New Kingdom example as "orphan" and this usage survives into Coptic as *nmmaht* (WESTENDORF, 1965, p. 525). Being an orphan suggests that the individual is not attached in any sort of (beneficial) relationship as one would experience when dependent upon one's parents (BAKIR, 1952, p. 50). The various usages of the word indicate a status whereby the individual is unhindered by claims or other responsibilities on that individual's services or property, i.e. the person is "unencumbered".

The use of the translation "free" may have modern connotations which may be inappropriate for a discussion of Egyptian society. THOMPSON (1940, pp. 68ff.) in his discussion of the term suggests that the translation "free" is acceptable if it is used in relation to one's status. Similarly, GARDINER's translation (1933, p. 21f.) of *nmhw* in line 15 of the Dakhleh Stela as "private status" also leads to a proper understanding of the term. BORGHOOTS (1978, p. 68) suggests the meaning "independent" in contrast to KLASSENS' (1952, p. 96f.) "beggar woman" in reference to Isis who is going to Chemnis in disguise.

The above definition would suggest that those individuals would not be attached in any manner to the state, temples or private estates as tenants or tenant farmers. Rather the individuals would be autonomous both socially and economically (MENU, 1971, p. 583). This understanding would agree in many respects with the adroit conclusion of THÉODORIDÈS (1965, p. 130):

“Il résulte en effet de notre investigation, que sont ‘nemehou’ les personnes propriétaires de biens-‘nemehou’, lesquels biens semblent avoir été avant tout des ‘champs’. De tels propriétaires sont ‘libres’, en ce sens qu’ils ne sont pas fermiers d’État ni tenanciers de temples, et qu’ils paient leur impôts en métal précieux directement au Trésor de Pharaon”.

and also that *nmḥw* is

“un statut supplémentaire que nous avons été amené à interpréter comme étant de nature économique” (*ibid.*, p. 136).

On the other hand GRIFFITH (1909, III, p. 52, no. 7), MENU (1971, pp. 582-5), GARDINER (1948, II, p. 206), and REICH (1914, p. 15f.) are of the opinion that the *nmḥw* were not completely free and not completely serfs, but somewhere in between. As GRIFFITH put it: “‘serf’ as opposed to ‘slave’ would give an appropriate meaning in some passages; so also would ‘pensioner’”. For the most part GARDINER interprets *nmḥw* as “free”, but in his discussion on the Wilbour Papyrus he suggests that they were free in the sense of not being slaves and the *nmḥ*-land was “tenanted land” and the status of the cultivators was that of holders of the land in the apportioning paragraphs of the Wilbour Papyrus. However, as THOMPSON pointed out (1940, p. 75), the use of *nmḥw* in the Dakhleh Stela “lays stress not on their insignificance but on their independence of royal rights”. In all of the documents from the Saite and Persian Periods where *nmḥw* is used in regard to property, it often is contrasted with temple property or royal property. The use of the term emphasizes that the property is of a private nature, not encumbered by claims of other people or institutions (GARDINER, 1933, p. 21). For example, from the Persian

Period there is the use of *nmh* best translated as "private" in *P. Cairo 50060c/5* (SPIEGELBERG, 1932, p. 47, pl. 22 and REYMOND, 1955, p. 38f.). Both editors of the text misunderstood the word to be "sweet" which is written in a similar manner. The *nmh*-wine is being contrasted to the "wine of Pharaoh". As an individual is paying the wine, the translation "private" fits the context. BAER (1962, p. 26, no. 10) notes that a translation of "privately owned" in reference to land is appropriate and this is to be contrasted with the previous translation "tenanted" offered by GARDINER. Similarly, MEEKS (1979, p. 613) translates the term as "champs privés". For other discussions of *nmhw* see ERMAN (1897, p. 22f.); GARDINER (1951, p. 121; 1962, p. 60, no. 2); GAUTHIER (1936, p. 66f.); HELCK (1955, pp. 130-35); MALININE & PIRENNE (1950, p. 86); REDFORD (1967, p. 31, no. 12); REVILLOUT (1900, pp. 92-105); and TANNER (1966, p. 80f.).

HUGHES (in MATTHA & HUGHES, 1975, p. 70) states that *nmhw* "has also, perhaps, in addition to signifying the legal competence and equal bargaining power of the parties, a connotation of contrast with the leasing of royal or temple lands in which case the cultivator lessee could only accept terms fixed for him". Independence from temple and royal prerogatives was thus achieved when one was *nmhw*.

One should note the occurrence of the word in the Kadesh inscription (GARDINER, 1960, p. 11). Therein the king, Ramses II, calls on his troops during the middle of the battle when they are trapped by the Hittites and about to be overwhelmed: (P 175) "Did I not arise when you were *nmhw* and I caused you to be high officers by my beneficences every day, placing the son over the possessions of his father...?" GARDINER here made the translation as "poor", but I feel this does not fit what is being suggested. The soldiers (high officers) are being compared to a lower class of individuals, but these individuals were not waifs since they had parents and their parents owned property which they could inherit. The king makes the analogy that the soldiers on the battlefield act helplessly during the turmoil, because they have no protector. They are independent with no connection to any higher authority. The king reminds them that

he has come forth at that time and has made them high officers serving him and as their superior he will protect them and lead them to safety. A similar sentiment is expressed in a 20th Dynasty royal hymn where Amun acts as a protector making *nmhw* into notables (CONDON, 1978, p. 12). Note also WILLIAMS' discussion (1978, p. 133) along similar lines.

Perhaps it is necessary to expand upon the meaning Théodoridès gives for *nmhw*. The principal feature he (1965) and THOMPSON (1940) stress is the independent nature of the *nmhw*. Théodoridès (1977, p. 73) notes that in addition to being "independent" the *nmhw* are "complètement libres". But Théodoridès here (p. 72) had above (1965, p. 130) considers the *nmhw* as an economic status. Perhaps it is better to think of it as a juridical term. The evidence presented above easily fits into a legal definition of property and people who are "unencumbered". Taking *nmhw* as a legal term is likewise suggested by VERNUS (1977, pp. 183-4). Note also HARARI's discussion (1959, p. 178), as well as that of KRUCHTEN (1981, pp. 31-33 and 93).

In relation to individuals then the term *nmhw* must refer to their legal status where they are independent in the control of their property, welfares, and rights. While an individual may be a member of the upper classes, royalty or priesthood, if he was able to exercise complete legal responsibility, then he was acting as a *nmhw* before the law.

Of the 16 demotic and abnormal hieratic documents dealing with slavery from this period, eight are relatively straightforward contracts of sale of a slave. Six others deal with contracts of selling oneself into slavery. Diodorus Siculus (I, 79) states that Bocchoris had outlawed the practice of payment of debt by debt slavery. These last documents suggest that this may not have been the case during the Saite Period (BURTON, 1972, pp. 231-33; PORTEN, 1968, p. 80, no. 1; WESTERMANN, 1929, p. 49). The last two documents are letters from slaves to their masters.

A series of the demotic documents (*P. Rylands 3-7*) discuss in particular a situation where a man sells himself into slavery.

Each of the documents records part of the story of how a man legally binds himself into slavery. The first point which needs examination is the relationship expressed between the master and the slave. As was mentioned at the beginning of this paper, the basic concept we start with is that the slave is property, even if he is a peculiar piece of property. The slave in our document, Pefchaw-awi-khonsu (P.) had entered into the service of his master, Nessematawy (N.) in the second year of king Amasis (detailed in *P. Rylands 3* and 5). In those documents P. draws up contracts placing himself forever in the service of N. In *P. Rylands 4* the master, N., obtains from the High Priest of the local temple (probably the Amum temple in El-Hibeh where these documents originate) the service contract of P. which had placed him in the High Priest's service at an earlier date. It appears that N. had a reasonable claim. While P. was the High Priest's slave, he had become ill and N. had provided him with some sort of assistance at that time. To obtain the service contract and the rights to the service of the slave N. did not have to pay the former master. This is an important point. According to *P. Rylands 5*, P. entered into the service of N. in year 2 of Amasis because N. had provided supplies while P. was seriously ill. Perhaps P. entered into this service contract with N. in payment for his debts or out of gratitude. In either case N. did not have to pay him any money at that time. However, *P. Rylands 6* details a contract made by P. to N. in which he sells himself again to his master. "You have caused my heart to be satisfied with the silver of making me a slave to you". (The same formula is sometimes used in contracts where one master sells a slave to another party). One must now question, if P. was already N.'s slave, why was it necessary for him to sell himself again to his master. I would reason it in this manner: although P. was already N.'s slave contractually, the earlier contracts discharged the financial responsibility involved with N. having provided assistance when P. was ill. For present and future services it was necessary for N. to obtain from P. a contract transferring a sum of money (or goods) to P. for his services. As *P. Rylands 6* was written in year 3 of Amasis and the earlier documents were written in

year 2, perhaps the responsibility inherent in the original contracts was valid for only one year. These contracts suggest that P. always retained a certain control over the disposition of his labor.

PESTMAN (1961, p. 18) is puzzled by the fact that money is paid to the slave and once the slave receives it must return it to his master. PESTMAN's interpretation follows SEIDL's interpretation of slavery (1968, pp. 51ff.) and is incorrect as my discussion herein shows that the slave retains control over certain items.

The fact remains that P. was a slave to the High Priest when he contracted his services to a third party, namely N. Unless the disposition of his labor was alienable this action could not have taken place. It was then N.'s responsibility to acquire any documents (be they contracts, deeds, or oaths) to solidify his claim as P.'s master. It also should be pointed out that we know P. was seriously ill and it was N. who provided assistance for his recovery which one normally presumes to be the responsibility of the master and such is the case in the documents discussed in note B below. If the High Priest was negligent in providing for the welfare of one of his subordinates, N. has a *prima facie* case for obtaining any document from the High Priest regarding this slave on account of negligence and breaking of a contractual agreement. Thus, *P. Rylands 4* states that the High Priest agrees to give to N. the documents of servitude relating to P. and promises never to produce any document in the future in order to make a claim on P. and to keep any other individual from claiming the services of P. under penalty of a fine.

GLANVILLE (1928, p. 305) in his discussion of a series of New Kingdom letters argues that a slave could leave his or her master, provided the slave had a justifiable grievance ("one that would conceivably be sustained in a court of law"). The slave then could take refuge with a third party. The document from which this argument is drawn is *P. Louvre 3230b.*, published by PEET (1926, pp. 70-74). The context of the document is



extremely sketchy and it is uncertain whether those conclusions can be obtained from that document. Our documents would lend credence to that conclusion, however.

The last document of the series is *P. Rylands 7*. This contract dates to the 8th year of Amasis (562 BC) and was originally published by F.L. GRIFFITH (1909, I, pl. xx and xxii; II, pl. 19-20; III, pp. 21, no. 23, 55-6 and 216; note also REVILLOUT, 1911, p. 256f. and 1912, p. 73). In several sections of GRIFFITH'S hand copies in vol. II one must be cautious, therefore closer consideration should be paid to the facsimiles in vol. I. GRIFFITH termed the document a contract of servitude and understood it to be a contract between master and slave for one year of service.

#### Transliteration

- (1) *h.t-sp 8 ibt 4 3ht n Pr-'3 I'h-ms d b3k<sup>a</sup> P3y.f-t3w-'wy-Hns s3  
Hry-B3st mw.t.f H3'.w-s-n-3s.t n swd3-ib-n-it*
- (2) *Ns-sm3-t3.wy s3 P3-ti-3s.t mw.t.f T3-šrt-t3-n' hpr.y<sup>b</sup> irm.k<sup>c</sup>  
'n n h.t-sp 8 tpy 3ht sw 5 r h.t-sp 9 tpy 3ht sw 5 p3y.y  
'q-hbs<sup>d</sup> tb'(? ? ? ?)<sup>e</sup> 100 .? . n p3 h<sup>d</sup>*
- (3) *(n) T3y.w-dy<sup>f</sup> it mhyw(?) 150<sup>g</sup> iw.y šms š' d<sup>h</sup> bn iw.(y) rh  
ir nmh<sup>i</sup> i-ir-n.k 'n sp-sn r-' h<sup>d</sup> nb prt nb nty nb nkt*
- (4) *n p3 t3 hn' n3y.y hrt.w nty ms hn' n3 nty iw.w r ms.w n.n<sup>j</sup>  
hn' n3 hbs.w nty hr 3t.n t h.t-sp 8 tpy 3ht*
- (5) *r hry r rnpt nb<sup>k</sup> iw.y šms š' d<sup>l</sup> sh swd3-ib-n-it P3-my s3  
I-hr*

#### Translation

Regnal year 8, Choiak, of Pharaoh Amasis. Said the slave Pefchaw-awi-khonsu, son of Herybast, whose mother is Khawesenese to the "Comforter of the Father's Heart" Nessematawy, son of Petiese, whose mother is Tasheretana:

"I have been with you still from year 8, Thoth, day 5, until year 9, Thoth, day 5. My subsistence is 100 obols (?) ... of the silver of Teudjoi (El-Hibeh), and 150 (measures) of Lower Egyptian barley, I serving forever. I will not be able to act

as an unencumbered one with respect to you ever again as far as (in regard to) any silver, any grain, or any property in the land; together with my children who have been born, together with those who shall be born to us, and together with the clothes which are upon our backs, from year 8, Thoth, up to any year, I serving forever".

Written by the "Comforter of the Father's Heart" Pamy, son of Eyhor.

### Textual Commentary

a. *b3k* "slave". For this term see discussion above.

b. *hpr.y* "I have been". Perhaps we should understand this to mean "I have been and will continue to be ..." One should note HUGHES (1973, p. 159) where he discusses two land leases (*P. dem. Turin Suppl. 6089* and *6077b*) which contain unusual initial clauses: *hpr.y hr rdwy.k*. HUGHES suggests this means "I have taken responsibility for you", or later (MATTHA & HUGHES, 1975, p. 79f.) "I have become with you". It is interesting to note that in those two leases an '*q-hbs*' is provided as is done in our document. Note also the same meaning in the *Hermopolis Legal Code 8/27* (MATTHA & HUGHES, 1975, p. 114, note to line 27).

c. *hpr irm* is also found in the Archive of Hor in a dream text. While the text is very difficult to understand, it is clear that the dream/oracle relates that the subsistence to be provided ('*q-hbs*') is contingent on the priest being with the god in the temple (RAY, 1976, pp. 51k, 162-2, in reference to *O. Hor 11*, vo. 9-10). The sense of this idiom suggests that some binding two-way relationship is involved whereby the slave (priest, tenant) is provided subsistence by the master (deity, landlord). This subsistence would appear to be an integral part of the relationship. In Coptic this idiom survives as *šōpe min* (CRUM, 1939, p. 578b.) and is found in Psalm 91/15: "*I will be with him in time of trouble...*". SANDMEL, *et al.*, (1976, p. 635) note that these words spoken by God are part of an oracle which is interesting to note in light of the Hor Archive text. *P. dem.*

*Turin Suppl.* 6096 is an oath dealing with a five year lease wherein two parties are bound together by their agreement. The formula *hpr irm* is used in this situation also.

d. *p3y.y 'q-hbs* "my subsistence". GRIFFITH (1909, III, p. 216, no. 1) guessed at several items including *hbs* "clothing", but our reading is clear on the facsimile. For the meaning of *'q-hbs* "subsistence" see MALININE (1949, p. 150), PESTMAN (1961, pp. 144ff.), LÜDDECKENS (1960, pp. 259ff.) and HUGHES (MATTHA & HUGHES, 1975, p. 92).

e. *tb' ???* The reading is a guess. As in marriage contracts one would expect the subsistence to be enumerated at this point and the chief components of the subsistence would be silver and grain (LÜDDECKENS, 1960, pp. 259ff.). Some word or abbreviation for a monetary value is wanted here.

f. *hḏ (n) T3y.w-dy* "silver of Teudjoi (El-Hibeh)". This phrase, unattested elsewhere, suggests that during the Saite Period a treasury of El-Hibeh had a standard of silver recognized in the legal documents as a measure of value just as the temple of Arsaphes and the city of Thebes had standards at this period, see MALININE (1953, p. 25f.) and LeCLANT (1965, p. 22d.). There may also have been a treasury at Chemmis, near Buto in the Delta, if we read "treasury of Chemmis" in *P. Vienna 3853/5* where PERNIGOTTI (1971, p. 181) read "treasury of Thebes". This reading was suggested to me by George HUGHES. The treasury of Ptah in Memphis became the national standard later in the reign of Amasis. The "treasury of Djeme", which occurs in *P. Louvre E. 2430*, G/1, may refer to a storehouse of the temple at Djeme or a treasury. As it occurs only in a title, no firm conclusion can be drawn.

g. *it mhyw 150* "lower Egyptian barley, 150 (measures)" was read by GRIFFITH (1909, III, p. 216, no. 1) as *it mh(?)* ... *1150(?)*. The sign used here for *it* looks much more like the determinative for "back" in line 4, or *sp-sn*, than the grain determinative of *pṛt* "grain" in line 3. *mhyw* is a guess since the text is damaged.

- h. *iw.y šms š' dt* "I serving forever". Read by GRIFFITH (1909, III, p. 216) as *iw.y mnt-k š' dt* "I being thine forever". While his meaning is close, that reading is impossible. W. SPIEGELBERG (n.d.) also read *šms*. The reading *pt* "to run" (ERICHSEN, 1954, p. 141) is graphically possible, but unlikely as far as a clear translation is concerned. The same clause is found in line 5.
- i. *ir nmh* "to act as an unencumbered one". See discussion above.
- j. *n.n* "to us" refers to the slave and his children, see GRIFFITH (1909, III, p. 52, no. 9). *P. Bibl. Nat.* 223/5 uses a similar phrase in reference to the slave and his children, but *P. Rylands* 5/3 has "who shall be born to me".
- k. *nb*. The reading is possible as *P. Rylands* 6 has *r rnpt nb* "to any year", but our group does not resemble the word *nb* "any" which is found in line 3 in three separate instances. As the term of the contract began 4 months before it was written, it is unclear as to the meaning of this phrase. A reading of 50 is possible, but would be unparalleled. Perhaps read *1/3(?)* in reference to the four months of the year already passed.
- l. *š' dt* "forever". Note THOMPSON (1940, p. 71, note to line 15) where this is sometimes replaced by "99" which may be a more reasonable figure, though 110 years was considered the ideal lifespan by the Egyptians.

Close examination of this contract reveals several facts which have not yet been pointed out. First, this document is unique in being an agreement between a slave and his master for a specified amount of money and grain which will provide subsistence for the slave for a specified time (here from year 8 to year 9 of Amasis). Second, while the slave notes that he and his children cannot act as "unencumbered ones", the contract does not stipulate that the master has any control over the money and grain being given to the slave in return for his services. Third, it is not stated whether the money and grain are to be used as subsistence payments for the children,

though one may reasonably argue so owing to the wording of the clauses. One should note that the contract only stipulates that Party A will serve during the term of the contract. Fourth, the subsistence of money and grain is the same as would be provided in marriage documents and in the lease documents mentioned above in note b. Fifth, GRIFFITH (1909, III, p. 21) felt that this document expressed a one year's renewal of servitude and implied that after five years of servitude the slave achieved freedom. While the former view is correct, the latter has no basis in fact. One should also note that the slave was Party A to the contract which suggests he was the initiator of the transaction. This may have been out of obligation as P. probably had already received some, if not all, of his subsistence.

One should also note the titles applied to P. in the various documents. In *P. Rylands* 3, 4 and 6 he is simply called P. son of H. In the text of the contracts various clauses refer to him as a slave. In *P. Rylands* 7 he is titled "slave". In *P. Rylands* 5, however, he is called "farmer" (GRIFFITH, 1909, III, p. 53; HUGHES, 1952, p. 54). This identifies for us P.'s general occupation.

What is P.'s status in relation to his master? Having sold himself to N. in previous contracts discussed earlier, we now see P. having a contract drawn up between himself and his master. In this contract P. has enumerated what he is to receive for the year in return for his services. This being given, P. declares again that he will not be able to act as a *nmhw* in regard to grain, silver or any kind of property. This declaration includes P. and any of his children. We thus see a defined relationship of master and slave. The slave will serve the master for a year and in return will be provided with subsistence. As the contract specifies that the subsistence is for one year only, one may presume that a new contract regarding subsistence would be necessary each year. It is possible to understand the clause "to any year" as meaning that the subsistence would apply to each individual year which shall come up. That would relieve the parties of the necessity of making a new contract

each year. One must then question why there are no contracts for earlier years of P.'s servitude under N. after the initial purchase. We can only answer that it is an accident of preservation. Note also that this contract states that the terms are specifically for year 8 to 9.

What I feel to be the major feature of these self-sale contracts and the service contract (*P. Rylands* 7) is the phrase "I shall not be able to act as an unencumbered one". This phrase can be seen in several other contracts dealing with slaves. *P. Bibl. Nat.* 223 discusses the sale of a slave Pasherenpakety (Pa.) to the woman Tasenetenhor (T.) by Taiuheser (Ti.). (Cf. MALININE, 1953, pp. 50ff. The translations provided are based on this author's readings from photographs of the original document. Also note, PORTEN, 1968, p. 258f.). Three points in this contract are of special interest. First is the use of the phrase *ir nmh* "to act as an unencumbered one". In *P. Rylands* 7 the slave is the one who says he will not be able to act as a *nmhw* forever. In *P. Bibl. Nat.* 223, line 5 the slave also states the same thing: "They will never be able to act as *nmhw* with respect to you". This can also be seen in *P. Louvre E.* 706 where a woman sells herself (REVILLOUT, 1885, pl. 8; GRIFFITH, 1909, III, p. 56). In these cases the slave is the party who voices this declaration. Second is the mention that Pa. had been sold only a month prior to Ti. by one Ahmose. By chance this document survives in the Turin Museum (*P. Turin* 2122, dated to the last month of year 5 of Darius, 514 BC). It is a relatively straightforward sale contract with a penalty clause insuring the self-enforcement of the contract and to protect the rights of the buyer. That this document survives with a number of other contracts belonging to the archive of T. indicates that it was given to her when she purchased the slave as described in *P. Bibl. Nat.* 223. In this document, however, we do not have a penalty clause as in *P. Turin* 2122. Rather, we have a declaration made by the slave himself (lines 4-5):

"The young man, Pasherenpakety, son of x, whose mother is y, mentioned above, stands and says: 'Write! Do every matter discussed above. My heart is satisfied with them. I am your slave together with my children, together with

everything which belongs to us, and together with those which we shall produce. They will not be able to act as unencumbered ones with respect to you, forever”.

This clause of declaration is the third item of interest. As can be seen by the translation, the sale of Pa. is affirmed by the slave himself. This clause allows the contract to be self-enforcing. BAKIR (1952, pp. 78-9, 82) notes that in some cases in the New Kingdom such a claim on the contract would be settled by a council of officials. The clause of declaration is found in a variety of different contracts, such as marriage documents (LÜDDECKENS, 1960, pp. 331ff.) and has been discussed in detail by SETHE & PARTSCH (1920, pp. 683ff.). See also HUGHES (MATTHA & HUGHES, 1975, p. 77).

The meaning of the clauses concerning being able to act as *nmhw* defines the difference between a “freeman” and a “slave”. In the clauses we see an individual declare to another (his master) that he will abrogate his legal rights over matters dealing with silver, grain, and property. However, as I noted above, the contract does not stipulate that the master has control over the grain and money given to P. in return for his services. It would appear thus the slave was only abrogating partially his rights over moveable property and agreeing to perform services for N. in return for subsistence. It is important to note that the slave is the party who states that he is abrogating certain of his legal claims and, consequently, he has an inalienable and substantive claim to certain rights concerning property and his labor. It is not clear in this case, however, how the individual who is, for instance, a prisoner of war, and who had had his rights abrogated for him, is to fit into this scheme. As the individual in the Rylands contracts does not fit into this mold, we must look further into what rights he retains.

The phrase “I shall not be able to act as *nmhw* with respect to you” indicates that the individual slave designates that he is not going to exercise certain of his or her legal rights concerning property. Consequently, he is not a *nmhw*. This does not mean that the individual slave does not have legal rights

and that he cannot exercise them. On the contrary, as seen in the discussion above the slave still retains many rights. The examples quoted by BAKIR (1952, chapter 3, esp. pp. 82ff.) show that a slave could own property, testify in court, marry a "free" person, be a thief (and be personally responsible for payment of fines, ČERNÝ, 1937, pp. 187-89), initiate legal proceedings and draw up legal contracts all separate from the master. PIRENNE (1948, p. 587) argues that the slave is completely dependent on the wishes of his master for the disposition of all his legal rights. These examples above would suggest otherwise.

Perhaps we should look at the other side of the coin. Thus far we have seen what happens if an individual sells himself or is sold. What happens if the slave is manumitted? For this we need to look at the Adoption Papyrus (*P. Ashmolean Mus. 1945.96*) which is an early example where slaves are freed (ALLAM, 1973, p. 258, has an extensive bibliography of discussions of this document. See also THÉODORIDÈS, 1977, p. 72f. and TANNER, 1975, p. 67f.).

ALLAM (1973, pp. 265 ff.) suggests that both parties must be free for a marriage to be legally binding. Therefore the children of Nebnufer and a slave are freed in order to have the marriage between one slave woman and a freeman legally recognized. The children and the husband are adopted immediately afterwards in order to take part of the inheritance of Nenufer and her late husband, Nebnufer, under whose care the children had grown up and whom they had served. I feel that the fact that the children were the offspring of a relationship between a freeman and a slave does not mean that the relationship between the freeman and the slave was not legal. Our knowledge of what constituted "marriage" is vague at best and the contracts which survive are after the fact economic documents detailing a variety of financial and legal matters involved in the marriage. The major factor in the relationship is that one partner is a slave and, consequently, the offspring of that relationship are not the heirs of the father (or mother). This fact distinguishes them. It is on account of this that they have



been manumitted by Nenufer. But simple emancipation did not make them heirs of their father's estate. The woman Nenufer then formally adopted them. As *šr* "son" and *šrt* "daughter" they acquired an equal share in the inheritance of their "mother" Nenufer and the property which she received from her late husband and father of the children, Nebnufer (CRUZ-URIBE, 1979, pp. 33 ff., esp. p. 41). The case of the "Adoption Papyrus" is perhaps paralleled by an Aramaic papyrus from the Jewish garrison at Elephantine (Aramaic document K2, published by E. KRAELING, 1953, pp. 140ff. and discussed by PORTEN, 1968, pp. 203-13). There a freeman also marries a slave and similar circumstances exist in regard to children and property. The important factor to note is that the slave was not emancipated during or after the marriage, and she took part in the legal aspects of the marriage document in spite of the fact that she was a slave.

The phrase used to free the slaves in the Adoption Papyrus is "I have made her as *nmhw* of the land of Pharaoh" (recto 22) and "make the people ... as *nmhw* of the land of Pharaoh" (verso 2-3) (GARDINER, 1940, p. 24; THÉODORIDÈS, 1965, p. 86, no. 34 and 87-8). This is the opposite of the slave sale documents. The owner gives back to the slave his status as *nmhw*. What appears to happen then is that the slave when he is manumitted is released from control exercised over his property rights as delineated above. He is then able (once he has entered into a beneficial relationship, here being adopted as Nenufer's child) to inherit property, a right which appears to have been abrogated while he was a slave. BAKIR (1952, p. 87) also notes that a slave is unable to bequeath property. This would be consistent with the above discussion. In light of this it is not surprising to find in *P. Louvre E. 7832* (REVILLOUT, 1885, pl. 9) a man paying silver to another man in order to be adopted. As a son, he thus stands to inherit his "father"'s property.

In light of the above discussions, perhaps it is time to sum up. Slavery in Egypt during the periods of this paper is grounded primarily in the fact that it was a relationship. Any relationship in Egypt has attached to it certain responsibilities

between one party of the relationship and the other party. In the slave/master context the master provides "subsistence" and in return receives services from the slave. We should extend our definition of *b3k* "slave" to include this concept. Just as a freeman receives compensation for his services (*b3k*), a slave (*b3k*), as part of his relationship with his master, does likewise. It would appear that the root of the term *b3k* includes the notion of compensation (LORTON, 1974, p. 104).

Secondly, slavery would appear to be a legal distinction. HELCK (1959, pp. 28ff.) and SEIDL (1968, pp. 51ff.) both view slavery as a matter of "Rechtlosigkeit". This appears to be an incorrect distinction. Slaves held a large number of legal rights as described above. When a freeman sold himself into slavery or when a slave was sold to another owner, he acknowledges that he is abrogating certain of his legal rights with respect to his master. The principal ones are control over his services and property. The important aspect to be remembered is that the slave himself retains other legal rights including control over his "subsistence" which suggests he did not lose complete control over property. Likewise if the master does not provide subsistence for him, the slave is entitled to take his services elsewhere. If we return to the beginning of this paper it now becomes clear that the term "slave" and "unencumbered one/freeman" are to be considered opposites as suggested by THOMPSON (1940, p. 73) and THÉODORIDÈS (1977, p. 73).

While "slave" is primarily a legal term, it does have economic aspects, especially in light of the master's control over services. Likewise, the slave is treated as property and as such has an economic value.

Third, when a slave is emancipated, he reacquires from his master those legal rights discussed above which were abrogated when he became a slave. A freed slave is in a curious position in that he is truly "independent" in that he is not at that time part of a relationship.

I therefore conclude that slaves in Egypt during the Saite and Persian Periods have a legally recognized status where the individual is subject to control over his property and services,

but still has legal rights. A slave can have a profession and is entitled to compensation for his services. A slave can be a native born Egyptian and can marry a freeman or freewoman. While the slave is bound for life, his master may emancipate him, in which case, he acquires complete legal competence. While a slave, he appears to become part of the estate or household of his master and his children accompany him and are slaves also.

I would like to take this opportunity to thank Profs. Janet H. JOHNSON and George R. HUGHES for their many useful and insightful comments and criticisms. The conclusions are, however, completely the responsibility of this author.

After the completion of the above article PATTERSON's discussion on slavery (1979) came to my attention. As he mentions certain aspects of slavery in Egypt, I feel it necessary to comment on several of his points as they appear in his article and mention how they may relate to my discussion above. I do not intend these few remarks to be a definitive critique of PATTERSON's work, but rather a few notes from which further discussions may evolve.

It is significant to note that PATTERSON partially defines slavery as a powerlessness of the slave in relation to his master. That is, the slave becomes an extension of his master's power and social status. One should notice that his concept of powerlessness is similar in a way to my contrast of *b3k* and *nmhw* above. PATTERSON argues that the slave is totally powerless in relation to his master (p. 33), and is unable to acquire or possess property of any kind (pp. 38-39). PATTERSON also argues that slavery is a relationship of domination (p. 33) which is unilaterally imposed by the stronger party and legalized by the social and legal structure of the master (p. 37). In addition, he argues that all slaves, whether captives or locally born persons "reduced to slavery" suffer natal alienation, i.e., a loss of kinship ties (p. 34). Having lost all kinship ties, the slave is in a state of social "death" where he lacks all "honour" (pp. 35-39).

As suggested above, this description of slavery does not fit into the Egyptian structure. On each point I must counter; the slave was an individual who possessed legal rights, could possess property and was bound to his master in a bilateral relationship whereby certain of his legal rights were abrogated in exchange for "subsistence". We lack information on the distinction, if any, between foreign born slaves and native Egyptian slaves. For the native born slave, such as Pefchaw-awikhonsu in our documents above, he is not a "deracinated" non-person as PATTERSON would suggest. He not only authors the document, but has his father (Herybast) and his mother (Khawesene) listed, just as would any other legally competent person who was Party A in a legal contract. This would suggest that the slave still retains his kinship ties, though they do not interfere with his bilateral relationship between the master and slave.

For the Egyptian system it is perhaps best to understand that the slave does not occupy his position in the Egyptian legal/social structure through his master. Rather, the slave is recognized as a competent legal entity in and of himself. Therefore he occupies his own niche in Egyptian society. A slave of a nobleman and a slave of a farmer ought to be legally equal in status. The important feature to remember is that the slave does have a status or in PATTERSON's terms he would have "honour".

Lastly I would like to mention PATTERSON's argument concerning the use of slavery in Roman law (pp. 37-39). He argues that the Romans created the legal fiction of defining slavery along "the notion of property as a relationship between a person (owner) and a thing", while slavery is more accurately to be seen as a relation between persons. This concept, he says, creates enormous problems in applications toward more complex societies when doing comparative studies. This may be a valid objection to applying Roman practice to modern societies, but I feel a similar distinction is to be made with respect to Egypt. In a very literal sense the property rights of a slave owner are based upon a relationship between himself and his slave(*res*).

He is empowered to sell or use his property as he desires, subject to the limitations of correct behaviour in his society and the legal rights of the slave as a legally competent individual. Thus the notion of slaves as property in Egypt is based both on the concept of relations between persons and a relationship between an owner and a thing. This concept differs from the Roman usage, but predates it and perhaps acted as a pattern for the Roman norm.

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