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VARIATION AND CHANGE  
IN GREEK AND LATIN

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# Phraseological Variation in the Agoranomic Contracts from Pathyris

Marja Vierros

In this paper I will address questions of individual and phraseological variation within a papyrological text corpus of notarial contracts. The texts provide evidence for contact-induced variation, usually manifesting itself as linguistic transfer from Egyptian to Greek. One question which will be addressed here is whether the variation occurs at an individual level in the idiolect, or if certain phenomena occurred at a more general, phraseological level, and were then transmitted through education and working methods to other Egyptian-Greek bilinguals. However, it is possible that both may be true.

Methodological questions which will be addressed here concern the study of a fragmentary corpus where the most interesting linguistic features come from one to three bilingual individuals. To what extent can the results be generalized (if at all) and, if they can be generalized then what aspects of the results are the most rewarding? The main method used is qualitative linguistic analysis, but the contextual information provided by papyrological and historical studies is essential in assessing variables in linguistic variation, such as social factors (e.g. ethnicity and status in Hellenistic Egypt), domains (e.g. the Hellenistic administrative tradition), language contact and bilingualism. The material which is used in this article is a corpus of Greek notarial contracts written in Pathyris, Upper Egypt in the second and first centuries BCE.<sup>1</sup> In this article I will focus on the phrases which denote the specific object which is being sold in the sale contracts.<sup>2</sup> These phrases seem to contain a chaotic amount of confusion in relation to case agreement (usually between the feminine accusative and genitive cases). Does this tell us about problems the notaries had with case morphology, or something else entirely?

The context concerning the notaries is important and the the bilingual situation of the area can be summarized by the following information. All the contracts were signed by a notary, *agoranomos*.<sup>3</sup> Thus, we have a positive identification of a person who was in charge of the document, although he was not necessarily the person who actually wrote it (as an analysis of the handwriting has revealed).<sup>4</sup> The idea of the scribes being bilingual, i.e. that their native language could have been Egyptian, has already been suggested by P.

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<sup>1</sup> I compiled and analyzed this material in my dissertation *Bilingual Notaries in Hellenistic Egypt. A Study of Language Use* (University of Helsinki) 2011 = Vierros 2012.

<sup>2</sup> Chapter 7.3. in Vierros 2011 tackled the same question, which however, deserves a more thorough discussion here.

<sup>3</sup> The *agoranomos* was in charge of drawing up contracts and registering them, see Pestman 1985, 37 and Pestman 1978, 203–204. The role of an *agoranomos* was different outside Egypt (an *agoranomos* was a police authority in the *agora*, see, e.g., J. Oehler, s.v. *Agoranomoï* in RE [1894]; A.W. Gomme; P.J. Rhodes s.v. *Agoranomoï* in OCD<sup>3</sup> [1996]) and also in early Ptolemaic Egypt when the *agoranomos* was more clearly an official performing registration (see Wolff 1978, 9–27).

<sup>4</sup> Chapter 4.3. in Vierros 2011.

W. Pestman.<sup>5</sup> Before that the Greek in these contracts, especially in those written under the name of the notary Hermias, were simply thought of as examples of "bad Greek". My dissertation corroborated that the "poor grammar" in the texts is, in fact, what could be expected from Egyptian-Greek bilinguals, i.e. there are Egyptian transfer<sup>6</sup> features in their Greek.

However, whether the speech community in Pathyris was bilingual or not is another question. The Greek soldiers and immigrants at the beginning of the Ptolemaic era, who soon came to speak the common Greek dialect, *koiné*, did not settle as far south as the Pathyrite area. However, after the Great Revolt at the beginning of the second century BCE in the Theban area, the Ptolemies set in motion a process of gradual hellenization in Upper Egypt which included military garrisons and the use of Greek by officials.<sup>7</sup> Up until this period, demotic Egyptian had also been used in official circumstances. I have discussed the linguistic landscape<sup>8</sup> of Hellenistic Egypt and the language use in the Pathyrite area in earlier works, and in short we can say that relatively few people were bilingual in Pathyris (probably more so at spoken level than at written, but the evidence is scarce).<sup>9</sup> And we know of only one person and his son who were definitely native Greek speakers.<sup>10</sup>

The need for the inhabitants of Pathyris to have Greek contracts drawn up was mainly caused by the legislation, as a consequence of the hellenizing agenda of the Ptolemies. Greek notarial documents were immediately registered and valid and needed no separate witnesses, whereas the demotic documents needed to be separately registered in Greek (according to a royal edict from the year 146) and moreover, demotic documents usually needed several literate people to be present as witnesses. I should also emphasize that in order to have a Greek document made, the people concerned did not need to be able to speak Greek, since the notaries were bilingual.<sup>11</sup> It is also clear that the hellenization had been rather fragile, since many people were turning back to Egyptian habits and language in their documents after the dynastic troubles at the end of the second century BCE and at the beginning of the first.<sup>12</sup> In the year 88 BCE the documentation from Pathyris ends abruptly. Thus, we have no material to help us study how the linguistic situation changed in the later first century BCE.

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<sup>5</sup> Pestman 1978. The fact that the notaries used Greek and Hellenistic names probably led earlier researchers astray, but it has been shown that officials used Greek names when functioning in offices of a Greek nature and Egyptian names when functioning in offices of an Egyptian nature regardless of their ethnic origin, see Clarysse 1985; Clarysse 1993.

<sup>6</sup> Scholars of second language acquisition previously called this "interference," but the term was considered critical towards the second language user, see Sankoff 2002, 639.

<sup>7</sup> Vandorpe 1995, 232–233; Vandorpe 2000, 417–420; Vandorpe & Waebens 2009, 43–46; Vandorpe (in print).

<sup>8</sup> I use the term linguistic landscape broadly, referring to the general linguistic environment: what languages were spoken and heard, written and read in Hellenistic Egypt. A more defined use of the term has recently been introduced in sociolinguistics referring to language displayed and exposed in public spaces, see E. Shohamy, D. Gorter, *Linguistic Landscape. Expanding the Scenery*, New York 2009.

<sup>9</sup> Vierros 2011, Chapters 2 and 3.

<sup>10</sup> The cavalry officer Dryton, who married a local woman in Pathyris, and his son from his first marriage. They were also both literate in Greek. See especially Vandorpe 2002, e.g. 415–419, and Vandorpe & Waebens 2009, 102–113.

<sup>11</sup> Vierros 2011, Chapter 3 and Vierros 2008 on language choice and use in the Pathyrite area.

<sup>12</sup> Vandorpe 2011.

The development of the Greek-speaking notariate in the later Ptolemaic period in Upper Egypt can be compared to the situation when the Greek administration was first set up in Egypt in the early Hellenistic period. It is obvious that at that time the Ptolemaic government made use of the existing Egyptian scribal class to educate officials who were needed to govern the manifold administrative tasks in the country.<sup>13</sup>

For the purposes of this paper, it is important to take note of the behavioural pattern of the Egyptian scribal class. Written demotic Egyptian, despite its name, did not present vernacular strains of the Egyptian language; quite the opposite, it rejected any signs of spoken language and especially those of Greek influence. We know from Coptic, the later phase of Egyptian, that Greek did influence Egyptian at several levels of the language (in vocabulary, word-formation, word order, for instance); there are many examples of contact-induced change which presuppose a contact of long duration, i.e. several centuries.<sup>14</sup> Clearly this is evidence of contact between the languages during the Hellenistic period. This was possibly manifest at spoken level, but the written form (demotic writing) was consciously screening out any signs of influence. Only after changing the script to Coptic did the impact become visible in writing. This was the traditional way of action for the scribal class; they were taught to maintain a level of conservatism in relation to their writing. And when the Greek administrative officials were trained mainly from the local scribal class, the same pattern of behaviour remained. Also the Greek administrative written language was following a conservative standard, an administrative jargon even. We have some rare cases where the façade has collapsed, and the standard has not been maintained, first and foremost in some of our *agoranomoi*.

### Case in point: the object in the agoranomic sale contract

Example (1) may serve as our starting point. It was written in the name of a notary called Hermias at the office in Pathyris.

1) *P.Stras.* II 90 15–16 (99 BCE, *agoranomos* Hermias)

ἀπέδοτο Θοτορταῖος [the identification of the seller]<sup>15</sup> ἀπὸ τῆς ὑπαρχούσης αὐτῷ καὶ τῷ  
ἀδελφῷ οἰκίαν ὠκοδομημένην, ἐν ᾗ καμάραν καὶ τῆς προσούσης αὐλῆς σὺν θυρώμασι,  
τῆς οὔσης ἐν τῇ μέσῃ μερίδι Παθύρεως τὸ ἐπιβάλλον αὐτῷ μέρος ἡμίσεως πῆχεως στερεοῦ  
δύο ἀπὸ πηχῶν τεσσάρων

Thotortaios sold ... from the house which is built and has a room and the attached courtyard with a doorway, belonging to him and his brother, situated in the middle part of Pathyris, the half part belonging to him: two standard cubits out of four standard cubits<sup>16</sup>

<sup>13</sup> Falivene 1991, 216; Thompson 1992; Thompson 1994, esp. 71–75. See also Vierros 2011, Chapter 2.

<sup>14</sup> Ray 1994, Ray 2007.

<sup>15</sup> The description of the seller: Θοτορταῖος Πατήτος Πέρσης τῆς ἐπιγονῆς ὡς (ἐτῶν) νε μέσος μελίχρω(ς) τετανὸς ἀναφάλανθος μακροπρόσω(πος) εὐθύριν οὐλὴ πώγωνι.

<sup>16</sup> All translations are mine unless otherwise indicated.

The underlined words show problems with the morphological agreement. Thotortaios is selling half of his house. The grammatical object comes quite far in the sentence: the part belonging to him (τὸ ἐπιβάλλον αὐτῷ ... μέρος ἡμίσεως), and in fact the quantifier is given in the genitive rather than the accusative (πήχεως στερεοῦ l. πήχεις στερεοῦς)<sup>17</sup> and so is the word ‘half’ (ἡμίσεως l. ἥμισυ). But the beginning is more relevant here: the object which has been sold is introduced by a prepositional phrase ἀπὸ τῆς ὑπαρχούσης αὐτῷ καὶ τῷ ἀδελφῷ (from the item belonging to him and his brother) but the item (the house) of which the part is taken, does not agree with the phrase in the genitive. It is inflected in the accusative (οἰκίαν ᾠκοδομημένην + καμάραν) as if it were the main and the whole object of the sale. Then however, other words belonging to the same entity follow in the genitive as the prepositional structure requires: the attached courtyard etc. (τῆς προσούσης ἀνλῆς, τῆς οὔσης).

Other sale contracts from the agoranomic corpus also have agreement problems in the same part of the document, i.e. where the object of the sale is presented. These confusions always occur between the genitive and the accusative cases. In the contracts I was able to discern four different phraseological patterns with different syntactic structures used in denoting the sold item, presented in (3) below. In order to understand why, we need to first discuss the development of the agoranomic contract types and notarial practices in Hellenistic Egypt.

## Two traditions – Egyptian and Hellenistic document types

Clearly two separate administrative traditions existed and were maintained in Hellenistic Egypt; Egyptian document types differed from Greek document types.<sup>18</sup> However, it has long been established that certain document types were adapted into Greek on the basis of Egyptian models.<sup>19</sup> For example, Vandorpe and Waebens show how the people in the Pathyrite area could, after the hellenizing measures, continue their property transactions in their traditional manner, now paraphrased in Greek and performed by the Greek-writing notaries. The Egyptian document of division (*sh dny.t pš*), for example, received two Greek counterparts: παραχώρησις and δόσις.<sup>20</sup>

In general, the Egyptian contract types<sup>21</sup> differ from the Greek ones in terms of the role and amount of witnesses, which were both crucial. Usually in the Egyptian type, 16 witnesses signed at the back of the contract, although in some document types four witnesses were sufficient. The contracts were drawn up by a scribe/notary who normally worked in the local temple. The Greek contracts were made in a number of different types including, for example, the “double document” (same content in the sealed inner script and in the open outer script). The double document originally included statements of six witnesses, and it was kept by a special keeper of the document, συγγραφοφύλαξ.

<sup>17</sup> Suggested correct reading in the edition (πήχεων στερεῶν) seems odd, since the partitive genitive of the total four follows; the two cubits form the half part, and should be in the accusative.

<sup>18</sup> Seidl 1962, 50–68, see also below for further information.

<sup>19</sup> Allam 1984, 177; the provisory sales, Pestman 1985b; Vandorpe and Waebens 2010, 46–47.

<sup>20</sup> Vandorpe and Waebens 2009, 46.

<sup>21</sup> Seidl 1962, 50–68, presents 12 different scribe and witness documents.

Many Greek documents were written in the form of letters, χειρόγραφα.<sup>22</sup> The Greek agoranomic document which is the focus of this paper was a novelty of the Ptolemaic government. However, it was a clear continuation of the double document, thus having Greek roots (or possible roots in Asia Minor<sup>23</sup>). It was a notarial document; the notary replaced the six witnesses making the document valid by his notarial subscription and by performing the official registration of the document.<sup>24</sup>

Clear differences can be discerned in the basic formulae within Greek and demotic contracts which deal with similar matters. The most distinct difference is between subjectivity versus objectivity (the use of first person vs. third person in the verb). Greek documents usually have objective formulas (third person): for example, the Greek agoranomic sale contract (ὄνῃ) had one sentence beginning “s/he sold”, followed by the presentation of the sold item, and another sentence presenting the buyer “s/he bought” and then the price. In contrast, the demotic sale documents present the matter in subjective form (or actually mixed; firstly in the third person, then the main message of the text in direct speech): the demotic sale contract, document-of-silver (*sh n db3 hd*), had the formulaic expression “s/he (the seller) said to him/her (the buyer): you have caused my heart to be satisfied with the money for the item X.”<sup>25</sup>

The demotic sale was usually accompanied by another document, the cession of rights of the sold property, the document-of-cession *i.e.* document-of-no-rights (*sh n wy*). In Greek, corresponding *apostasion*-documents (συγγραφή ἀποστασίου) were, at least in Upper Egypt, made by *agoranomoi* in connection with some agoranomic sales (mostly together with the so-called provisory sales which were used as guarantees for loans). The *apostasion* was usually made if the sale was actualized, that is, the loan was not paid back.<sup>26</sup> This shows that a demotic contract type served as a model for a document type which *agoranomoi*, state officials writing in Greek, used. The demotic document-of-no-rights used the formula “s/he (the seller) said to him/her (the buyer): ‘I am far from you in your X...’” The formula in the Greek counterpart, *apostasion*, was in the third person, but used a verb semantically similar with the one in the demotic contract: ἀφίσταται, the seller “renounces his claims / is far from (claiming his rights)”.

Thus, Greek and demotic contracts differed from each other in terms of their basic formulae. However, sometimes translations of contracts were also made for court purposes. If a demotic contract was translated into Greek, the phrases were translated following the Egyptian original; not changing the phrases into ones used in Greek contracts. This can be seen in this Greek translation from 136 BCE which was recently re-edited by R. Mairs and C. Martin, (*P.Leid.* 413) τάδε λέγει ... Ἀπηυδόκησας με τῆς τιμῆς ... “Said person X to person Y; You have made me satisfied with the price...”<sup>27</sup>

<sup>22</sup> Different types of legal contracts are condensely described in Palme 2009, 363–372.

<sup>23</sup> Seidl 1962, 59.

<sup>24</sup> Pestman 1978, 203–204, Seidl 1962, 62; Allam 1984, 176, 178.

<sup>25</sup> See, for example, the sale presented in Mairs and Martin 2008/9.

<sup>26</sup> Pestman 1985b. However, if the loan was paid back, there was no need to carry out the sale. The sale contract was made only as a guarantee for the loan (already at the time of the loan) and the sale was not valid without the *apostasion*.

<sup>27</sup> Mairs and Martin 2008/9.



## A merging of two traditions – parallels within common phraseology

Despite the differences in the basic formulae between the Greek and the demotic Egyptian documents, there were striking similarities in how the general contents of the contract were expressed and what the common phraseology was like, at least in the agoranomic contracts. Let us examine an element present in all sale contracts: indication of the sold object. Example (1) already presented this element. Example (2) takes us further.

2) BGU III 996, Col. II 9 – III 1–4 (113/107 BCE, *agoranomos* Heliodoros)

ἠπέδοτο Σαλῆς [the identification of Sales]<sup>28</sup> καὶ Τανεμιεύς [the identification of Tanemieus and the guardian of both]<sup>29</sup> τὴν ἐπιβάλλουσαν αὐταῖς<sup>30</sup> μερίδα οἰκίαν ὑποδομημένην κα[ὶ] ἐστεγασμένην καὶ τεθυρωμένην καὶ τὴν προσοῦσαν αὐλὴν τὴν οὖσαν ἐν τῷ ἀπὸ λιβὸς μέρει Παθύρεως...

Sales and Tanemieus sold ... the part fallen into their possession of the house which is built, covered, furnished with doors and of the attached courtyard situated in the west part of Pathyris...

In (2) we have the noun “part” (*meris*) as the grammatical object, a word which is usually followed by partitive genitives. The editor of this papyrus, W. Schubart, did suggest that we read here: μερίδα οἰκίας ὑποδομημένης κα[ὶ] ἐστεγασμένης καὶ τεθυρωμένης καὶ τῆς προσούσης αὐλῆς τῆς οὖσης instead of the accusatives (underlined). So, as in (1), we have accusatives instead of genitives. In (2), the problem could alternatively be solved by leaving the noun ‘part’ out altogether, or by interpreting the accusatives as appositions, thus assuming that the *meris* does not, in fact, imply a certain part of the house but rather a part of inheritance, for example, which is sold here as a whole (see further, below). Connecting this to the typology I will present in (3), the question can be formulated as whether to interpret (2) as option B or option C. If it is interpreted as B, the accusatives are mistakes, but if we take the alternative C, they are not. The alternative C is not favoured by many editors; they would rather correct the accusatives into genitives in a case like this.

The sentence structure presenting the sold item varied in the agoranomic contracts. I sorted out four basic patterns as to how it was generally done. The choice of which pattern one notary used varied randomly, it was not notary specific nor office specific. In all of them, the grammatical direct object was naturally indicated by the accusative case. In the first three (A–C), the grammatical object was usually the word “part” (feminine *meris* or neuter *meros*, see further, below) and in the fourth (D), the object was the item sold as a whole (usually land or house). Options A–C varied in how they presented the property entity, from which the part or the sold proportion was taken.

<sup>28</sup> Σαλῆς Πατσεοῦτος Πέρσης τῆς ἐπιγονῆς ὡς (ἐτῶν) ιη μελίχρως τετανὸς μακροπρόσωπος εὐθύριν

<sup>29</sup> Τανεμιεύς Πατσεοῦτος Περσίνης ὡς (ἐτῶν) κε μέση μελίχρως μακροπρόσωπος εὐθύριν μετὰ κυρίου ἀμφοτέρων Πααμήνιος τοῦ Ψεννήσιος Πέρσου τῆς ἐπιγονῆς ὡς (ἐτῶν) λ μέσου μελιχρόου ὑποκλάστου στρογγυλοπροσώπου εὐθυρινοῦ

<sup>30</sup> There is an incorrect gender in the personal pronoun referring to Sales and Tanemieus; it should be the masculine αὐτοῖς because there is one male person included. Perhaps the preceding feminine participle influenced the pronoun by analogy.

3) ἀπέδοτο [name and identification of the seller]...

A) Prepositional structure indicating the entity (ἀπό + genitive) from which the object (“part” or the amount sold, in the accusative) is taken from

E.g., ἀπὸ τῆς ὑπαρχούσης αὐτῷ γῆς/οἰκίας [+modifiersGEN] [location of the property]<sup>31</sup> τὸ ἐπιβάλλον αὐτῇ μέρος

B) The object (“part”) in the accusative followed by partitive genitive structure

E.g., τὴν ὑπάρχουσαν αὐτῷ μερίδα γῆς/οἰκίας [+modifiersGEN] [location of the property]

C) The object (“part”) in the accusative with accusative modifiers

E.g., τὴν ἐπιβάλλουσαν αὐτῷ [location of the property] X μερίδα γῆν/οἰκίαν [+modifiersACC]

D) The object (as a whole, e.g. “land” or “house”) in the accusative with accusative modifiers

E.g., τὴν ὑπάρχουσαν αὐτῷ γῆν/οἰκίαν [+modifiersACC]

Additionally, in options A–C where the word “part” was in the accusative, the amount/measurements of the sold property were introduced in the genitive (thus agreeing with other modifiers in A and B, but not in C).

It is worth emphasizing that a participial phrase “belonging to him/her/them [=the seller(s)]” was common in all the alternatives, and it was placed at the beginning of the whole phrase. Therefore, in B–D it agreed with the object (accusative), but in A it agreed with the property entity (genitive). In other words, there were several different possibilities for which semantic units were in the accusative and which were in the genitive. The object sold and the participial phrase ‘the x belonging to him’ could either be in the genitive or in the accusative in different options (A+B were based on partitive construction, that is, in the genitive case; A, B, and C included the noun meaning ‘part’). Since the alternatives made use of two cases in different semantic units, there were also documents where the genitives and the accusatives were somehow confused, as we already saw.

Before I present and analyze further examples, it is worthwhile to consider the recurring participial phrase and the word “part / share.” Why are they present in the first place, since the clause would often be much simpler to form without them? I will also show how the marking of the genitive and the object in demotic could confuse the distinction between the Greek genitive and accusative cases.

Two nouns meaning “part” were used: the feminine *meris* (ἡ μερίς, GEN. μερίδος = a part, portion, share) and the neuter *meros* (τὸ μέρος, GEN. μέρους = a part, share, heritage, lot). In the agoranomic documents, they were apparently used interchangeably, without a clear semantic difference (for example, in *P.Lond.* III 881 the word *meros* was used in the summary, but *meris* in the contract proper in exactly the same phrase).<sup>32</sup>

<sup>31</sup> Often in the middle of the phrase the location of the property was also given. Its placement was not necessarily fixed right where it is marked in these options, but here the usual placement is shown. The indication of the location was often quite long, consisting of a list of neighbours in the south, north, east and west. The location could be divided so that the list of neighbours could also be given separately at the very end of the formula.

<sup>32</sup> *P.Lond.* III 881 (p. 12) (Hermias, 108 BCE) *script.int.*: ἀπέδοτο Πμόις Θοτορταίου (πέμπτον) μέρος ἀπὸ (τετάρτου) μέρους γῆς καλου(μένης) Τέλωνος, but in the *script ext.*: ἀπέδοτο [seller] τὴν ὑπάρχουσαν αὐτῷ πέμπτην μερίδα ἀπὸ τετάρτης μερίδος τῆς ὅλης γῆς ἥ(είρου).

Moreover, both words were also used in the definitions of location: "in the middle part (*meris*) of Pathyris"<sup>33</sup> or "in the north part (*meros*) of Pathyris."<sup>34</sup>

The nouns meaning "part" were used in the alternatives (3) A–C. That did not necessarily mean that the sold item really was a definite part of a larger entity of the property of the seller. The "part" seems to be only phraseological – this is evidenced by the fact that sometimes the word "part" could have been left out altogether without a major change in the meaning.<sup>35</sup> Sometimes there actually was a defined part (for example, a third part) of a larger entity, but very often it was undefined, being a share of some sort. This custom probably had its roots in the Egyptian inheritance system, according to which children inherited equal shares of their parents' land. This was already agreed upon in the marriage contract of the parents.<sup>36</sup> Furthermore, in contrast to Greek sale contracts, the sizes of the plots were not necessarily specified in demotic land conveyances.<sup>37</sup>

In fact, when we look at the demotic sale contracts, we find similar phrasings for shares/parts when introducing the object of the sale. The word "part" is also sometimes used. It was *nty.t* = "part," "share" and especially "share of inheritance", see (5).<sup>38</sup> There is another word, *ry.t* "side," "part," "room,"<sup>39</sup> but it always appears in the context of houses, as in (4), i.e. it means a part of a house in the sense of a room.<sup>40</sup> In the Greek texts, however, words meaning "room" are seldom used, they only mention parts of houses. Here, example (4) also illustrates the habit of describing the sold house with terms such as "roofed" and "built" etc., which was common in both Greek and demotic sales. In Greek this was formulated using participles, but in Egyptian a relative construction was used. The need to describe the object in that way, however, shows that the phraseology in Greek agoranomic contract was influenced by the demotic one (not likely to be vice versa, see below on the possessive article).

4) *P. Dublin* 1659, 6 (= Pestman 1977, text 8), 198 BCE, Djême (?)<sup>41</sup>

*t3y=y ry.t nty kd hbs*  
 POSSART.F-1SG part/room.F REL built roofed  
 my room which is built and roofed<sup>42</sup>

<sup>33</sup> *P.Stras.* II 90 (99 BCE, Hermias): ἐν τῇ μέσῃ μερίδι Παθύρεως

<sup>34</sup> *P.Stras.* II 86 (111 BCE, Ammonios): ἐν τῷ ἀπὸ λιβὸς μέρει Παθύρεως

<sup>35</sup> Consider, for example, (2) above; it says that Sales and Tanemieus sold a house, which was a part fallen into their possession. The end result, that the sold object was the house, is not altered if we leave out "the part fallen into their possession," as their ownership of the house is implied already by the fact that they sell it.

<sup>36</sup> Manning 2003, 218–219.

<sup>37</sup> Manning 2003, 207: "The size of the plot of land in demotic conveyances is generally small and at times unspecified. Specification of the size of the plot was unnecessary to the legal rights being conveyed... Here the Egyptian tradition of private conveyance of property ... may have stood in opposition to the Ptolemaic fiscal system that required land to be measured in order to be taxed."

<sup>38</sup> Different transliterations occur in editions, e.g., *tnj.t*, *dnj.t*, *tj.t*, *t'.t*. The Glossar of Erichsen (*EG*, 638f. s.v. *tnj.t*) gives the meanings "Teil, Anteil, Stück" and mentions that often it is used in the meaning of "Erbteil," i.e. a share of inheritance. *CDD* (the letter *t* is not yet published): *tn(y).(t)* "share."

<sup>39</sup> *CDD*, s.v.

<sup>40</sup> I thank W. Clarysse for this clarification. Cf. also *P. Turin* 6081, 4: *ry.t mht.t* "in the northern part (of a house)."

<sup>41</sup> Transliteration of *CDD*.

<sup>42</sup> Pestman 1977: "Tu as satisfait mon coeur avec l'argent comme valeur (de) ma pièce qui est construite et couverte..."

5) *P. Ryl. Dem.* 19 6, 118 BCE, Pathyris

*tw=k mty h3t=n n p3 hḏ n sw n t3j=n*      *dny.t*    *1/3.t*    *n*    *3h*    *qy*  
 POSSART.F-1.PL    share.F    1/3.F    GEN    land    high

You have caused our hearts to agree to the silver of the price of **our 1/3 share of high land**

In (5), the possessive article (*t3j=n*) took its feminine gender from the noun “share” and the suffixed pronoun *-n* indicates the 1<sup>st</sup> person plural, the possessor.

This possessive article (*t3j=*) that often preceded the word “part” (“his/her/their part”), is a noteworthy feature. In my opinion, it correlates with the Greek participle of the verbs ὑπάρχω (belonging to him/her/them) and ἐπιβάλλω (to fall into one’s possession). The participle of ὑπάρχω is very frequent in Greek sale contracts from Egypt.<sup>43</sup>

The Greek alternatives (3) A and B were based on partitive constructions, i.e. the genitive cases. However, as we saw above, frequent confusion occurs between the genitives and the accusatives. In demotic, the marker of a partitive structure / genitive was *n-* / *n-jm=*, which could orthographically also be left unwritten.<sup>44</sup> (In (5), it has been written). Furthermore, we may note that *the object* in the present tense clauses was normally introduced by the same marker *n* / *n-jm=*,<sup>45</sup> also present in (5) (*n p3 hḏ*). Therefore, if demotic Egyptian marked the genitive and the object with the same sign (which could be left out in writing), it could mean that the difference between the genitive and the accusative cases in Greek was not considered relevant, at least in this part of the contract, where several options with either genitives or accusatives were used in denoting the object of the sale.

Now, a few more examples from the Greek agoranomic contracts.

6) *BGU III 999*, 5–7 (99 BCE, *agoranomos* Hermias)

... ἀπὸ τῆς ὑπαρχούσης αὐτῷ οἰκίας ὑποδομημένης καὶ ἐστεγασμένης τῆς οὔσης ἐν τῷ  
 ἀπὸ νότου καὶ ἀπηλιώ(του) μέρει τῆς ἐν Παθύρει κρήνης τὸ ἐν τῷ ἀπὸ λιβὸς μέρει ὑπερῶν  
 α' καὶ τὸ ἐν ταυτῆς κατὰ γα[ι]ον

... from the built and roofed house belonging to him, being to the south and east of the Pathyris  
 spring/well, one spare room/upper floor in the west part and the cellar in it [=house]

Example (6) can be compared with (1), both having been formed according to option (3) A, but here only one word, “house” is in the accusative instead of the genitive (οἰκίας), the participles all being (correctly) in the genitive. The genitive form for “house” would be correctly in agreement with the participles. In this contract the object is not the whole house, but the upper floor (ὑπερῶν) and the cellar, because in the tax receipt<sup>46</sup> this sale is said to concern “half of a house” (ἥμισυ [οἰκ(ιας)]). It is possible that here, as well

<sup>43</sup> It would be interesting to see whether it also appears elsewhere or is it only typical of the administrative Greek in Egypt (in which case it could be a translation loan from Egyptian contracts). However, this issue cannot be addressed in the present study.

<sup>44</sup> Simpson 1996, 65.

<sup>45</sup> Johnson 2000, 38.

<sup>46</sup> The tax receipt of *BGU III 999* was written on the same papyrus as the sale contract itself, but it was written by the tax officials and was a separate document.

as in (1), the writer wanted to emphasize the “mental object”; the house, right where it is mentioned for the first time by using the normal case of the object (the accusative) although grammatically the house belongs to the prepositional phrase that needs a genitive. A similar tendency to use the accusative for the object and the nominative for the subject of the sentence despite the overall syntax (even if only in one word) is apparent in other parts of different documents, too.<sup>47</sup> It is also possible that the writer simply confused what form was genitive and what was accusative because the genitive form was used later in *BGU* III 999, line 8, where in fact an accusative is needed.<sup>48</sup> However, the notaries usually formed the inflected forms correctly.

7) *P.Grenf.* II 35, 6–7 (98 BCE, *agoranomos* Hermias)

... ἀπὸ τῆς ὑπαρχούσης αὐτοῖς καὶ τοῖς ἀδελφοῖς παστοφόριον ὠκοδομημένον καὶ δεδοκωμένην καὶ τεθυρωμένην [location]<sup>49</sup> τὸ ἐπιβάλλον αὐτοῖς μέρος τέταρτον...

...of the *pastophorion* belonging to him and (his) brothers that has been built and furnished with rafters and doors ... the fourth part that has fallen into their possession

In (7), again option (3) A, the sold object is a fourth part of a *pastophorion*, a neuter noun as a contrast to the usual feminine nouns (house and land). The participle in the beginning, however, is feminine which probably tells us of the working methods of the scribes (copying from previous documents or a model using the common feminine version or using memorized forms). The noun *pastophorion* together with its participial modifiers are in the accusative case instead of the genitive case, which would agree with the prepositional phrase. It is interesting that the gender in the first two participial modifiers of *pastophorion* are in the neuter, but the two following ones are in the feminine. The writer again jumps to the feminine gender, the commonest version of the phrase. In this example, however, the accusative case is maintained throughout with the participles, so if he was following a model with both the beginning participle and the later modifiers, the model was wrong or not the same. Using memorized forms may well have resulted in the dominance of the more common feminine forms. Here, again, we can also see the dominance of the accusative case in denoting the object.

## Conclusion

Out of the four examples from the Greek agoranomic contracts used in this article, three were written in the name of Hermias, the fourth was in the name of Heliodoros. In my dissertation more examples are presented but Hermias is still the dominating figure, whether in relation to the object of the sale or some other linguistic structure. In part this is simply due to the fact that the majority of the preserved texts are Hermias', but partly

<sup>47</sup> Vierros 2011, Chapter 6.

<sup>48</sup> λιβὸς ρύμη ἐφ' ᾧ ὕξει τὴν θύραν εἰς τὸ Ὀρσηοῦς οἰκίας (read: οἷζει and acc. τὴν ... οἰκίαν). It is odd to have the definite article in the neuter (unless there is some neuter word left out, e.g. εἰς τὸ κατάγαλον Ὀρσηοῦς οἰκίας). The genitive form of the demonstrative pronoun with the preposition ἐν should also be dative (ἐν ταύτῃ).

<sup>49</sup> The location: ἐν τῷ ἀπὸ ν[ό]του μέρει τοῦ ἐν Παθύρει ἱεροῦ ἐντὸς τοῦ περιβόλου.

it is also because his Greek shows grammatical variation more often than the texts of the other notaries.

If only the contracts of the other notaries had been preserved, but not Hermias', it would be easy to overlook the few examples of incongruence between the feminine accusatives and genitives in denoting the object of the sale as miscellaneous. The abundance of variation introduced by Hermias' texts forces us to examine the phenomenon more closely and analyze the differences in the phraseology used in denoting the object. It also encourages us to compare the phrases with Egyptian ones, since other features in Hermias' texts already clearly exhibited transfer from Egyptian.

On the other hand, if only Hermias' contracts had survived, these features would have been regarded merely as belonging to his idiolect. Now the examples of transfer provided by one individual gave us the impetus to examine what the problem areas are and why. It cannot be a coincidence that the common phraseology is so similar in the Greek and in the demotic sale contracts, especially when the Greek phraseology contains elements that may be regarded as superfluous. The way of educating the Greek-writing officials from the small group of the literate scribal class must have, in the light of the documents from Pathyris, included a process where the Greek phraseology (not the basic formulary of the document type) was formed or modified by the scribes (the notariate) on the basis of their knowledge of such a document, i.e. the Egyptian documents. In other words, the fact that the phraseology is similar in both Greek and Egyptian documents cannot be regarded as a transfer feature of one notary, instead the scribal education and working methods provide a larger explanation for "phraseological transfer". In this article, this is shown by the phraseological use of "shares" and by the demotic possessive pronoun having a Greek participial equivalent. Also, the existence of so many different variants of the phrase denoting the object of a sale can be explained by this transfer, because in this particular expression Egyptian had markers that could be interpreted as genitives or as object markers (and the marking of the object in Greek is achieved by the accusative case). Undoubtedly the notaries knew which was meant (genitive or the object) in their native language, but when the same expression was used in Greek, it was perhaps not so clear which one to use (the genitive or the accusative).

However, without the idiolect and oddities of Hermias, this may not have become apparent, since obviously the Egyptian background in these phrases confused Hermias' pattern to such an extent that an extraordinary mish-mash was generated. The confusion in the notaries' language at this point probably has multiple causes, some of which were in effect at the same time. Hermias' other structures have shown that Greek and Egyptian formed a sort of interlanguage in his mind and he could not always separate the structures of these two languages; this may also have influenced the phrase denoting the object of the sale. However, because it was possible to formulate the phrase in at least four different ways, the working methods (memorizing and copying) could also have caused some confusion between the genitives and the accusatives. In my opinion, however, the working methods do not explain all instances of this confusion; their result would have been more stable, fossilized phrases.



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