

SOME LEXICAL AND LEGAL NOTES ON A SYRIAC LOAN TRANSFER OF 240 CE

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The Syriac “community,” academic, clerical and lay, shows its regard for Sebastian Brock through this *Festschrift* and it is an honour to be asked to contribute to it. I am sure that Sebastian will look kindly on a small effort, as he did, as I recall, when I attended some of his classes in Cambridge in 1970.

Until 1988, only one pre-Christian Syriac legal text was known, the so-called Syriac Bill of Sale on parchment found at Dura-Europos (Torrey 1935; Bellinger and Welles 1935; Welles et al. 1959: 142–49). In that year two more such parchment texts came into the public arena through the antiquities market, along with seventeen other items in Greek: some of the Greek texts have brief Syriac subscriptions and signatures (for these see Feissel and Gascou 1989, 1995, 2000; Feissel et al. 1997 and, for the Syriac, Healey 2005). The collection probably originated in Appadana, a regional centre just north of Dura on the Middle Euphrates, and the dated texts range from 232 to 252 CE.

The new Syriac discoveries, initially published by J. Teixidor (1989, 1990, 1991–92), created considerable interest at the time of publication. A follow-up article by Brock (1991) significantly improved the readings and the new texts were then included in a comprehensive collection of pre-Christian Syriac inscriptions (Drijvers and Healey 1999), where the three parchments were given the sigla P1, P2 and P3. P1 is the Dura parchment, P2 and P3 are the new ones.

The most immediate impact of the two new parchments was in the area of linguistic study. They effectively tripled the quantity of Syriac prose of this type—P1 has 23 lines in the main text, P2 28 lines, P3 21 lines. The other surviving Syriac texts from pre-Christian Osrhoene and neighbourhood, on stone and set in mosaic, are all much shorter, often amounting to no more than a line or two. Since the parchments are dated to the 240s CE, they provide a very specific sampling of this early phase of

Syriac. This is reflected in the linguistic discussion in Drijvers and Healey (1999: 21–34), and in subsequent discussions (e.g., Healey forthcoming). The script of the new texts (and the Dura parchment) has also been incorporated into the recent study of the early Syriac script (Healey 2000).

The *content* of the two new texts has not received nearly as much attention, not least because they are quite complicated legal documents. The Dura parchment had, however, received detailed legal evaluation (Torrey 1935; Brockelmann 1935; Bellinger and Welles 1935; Welles et al. 1959: 142–49; Goldstein 1966) and the general context of such study has considerably improved in recent times, with the re-edition of the Elephantine papyri (Porten and Yardeni 1986–99), the publication of the Samaria papyri (Gropp et al. 2001) and the publication of the Nabataean papyri along with many more Jewish legal texts from the Dead Sea region (Yadin et al. 2002; Cotton and Yardeni 1997, in addition to texts published earlier, as in Benoit et al. 1961). There is also a new edition of the so-called *Syro-Roman Lawbook* which had been used for comparison by Goldstein (Selb and Kaufhold 2002).

The present paper attempts to provide some further discussion of legal and terminological aspects of P2. This parchment, originally designated P. Euphr. inv. 19 (Teixidor 1990: 144–54), measures 20 x 12.5 cm and, as already noted, probably comes from Appadana just north of Dura (Feissel and Gascoü 1989: 540–45).

THE LEGAL SITUATION OF P2

The text records and enacts the transfer of a debt from one creditor to another, the new creditor perhaps having the role of a debt-collector. The transfer took place and the present document is dated 28th Former Kanun (= December), 552 in Seleucid dating (= 240 CE). The original obligation which is being transferred was incurred in a document dated 18th Elul (= September), 551 (= 240 CE). This obligation ought to have been discharged by the end of Latter Teshri (November) or the beginning of Former Kanun (December) of the same year (240 CE), but the original debtor had defaulted. Indeed he was not available: perhaps he had absconded! The creditor must have wanted a quick resolution before interest could accumulate, choosing to dispose of the debt within days of the default becoming clear. This creditor too is absent and has his servant or agent carry out the transaction for him. (Teixidor [1990: 152] understood the dates differently, as 18th September 239 and 28th December 240, leaving a much longer gap and an accumulation of a whole year's interest [36 denarii according to line 18]. This would change the situation considerably, since

the creditor would be losing out on the accrued interest. This interpretation of the dates is, however, implausible.)

The named persons involved are as follows: the original transaction was between one Sha'idu bar Shalman (creditor) and one Ba'ishu bar Shamash'aqab (debtor). Sha'idu asked his servant and agent (also, rather confusingly, called Ba'ishu, Ba'ishu bar Abgar bar Shamishu) to seek payment of the debt and he tried to do so, but the debtor, the other Ba'ishu, was absent and did not pay up, so the agent recovered the sum involved by quickly selling the debt on to one Worod bar Nishryahb, possibly a debt-collector or money-lender who appears also in P3 leasing property back to someone whose father had defaulted on a mortgage.

The nature of the original transaction which gave rise to the debt is, however, obscure because the meaning of one key word, *šny'* in lines vii, 13 and 16, is not clear. The *reading* of the word can be regarded as certain, as in Teixidor's *editio princeps*—a fine piece of decipherment and interpretation in the face of an extremely difficult script—which reproduces *šny' ḥd* in vii and 13 as one word: this text repeatedly joins the numeral/indefinite *ḥd* with its noun.

The original debtor was supposed to return the *šny'*, which *belonged* to Sha'idu (as is clear from line 13: *dyllh*, “belonging to him”). This shows that the thing in question already existed and was not, as one might have speculated, something that Ba'ishu was supposed to manufacture in return for the sum of money which is mentioned.

Nor could the *šny'* be simply a sum of money, a cash loan, since the text refers to the *value* or *price* of the *šny'*, *dmvby* (150 denarii), and the fact that money is to be paid if the *šny'* is not forthcoming (ix, 16). (I had reached this conclusion before the publication of Drijvers and Healey 1999, though in the brief commentary there, in a joint work, the tentative translation “loan” was given.)

The only viable explanation of all this seems to be to assume that we are dealing with a loan of a movable item, that Sha'idu lent the *šny'* to Ba'ishu and drew up a document in which Ba'ishu promised that by the end of Latter Teshri he would hand back the *šny'* or pay 150 denarii. If the 150 denarii were not paid, it would accrue interest at the rate of three denarii per month, though the interpretation of the rate is not entirely certain. The uncertainty lies in the meaning of *lmby' ḥd*. There is an analogy with an interest rate given in one of the Elephantine texts (also using the verb *rb'/y*), Cowley 1923: text 10:4–5 = Porten and Yardeni 1986–99: B3.1:4–5: *ḥlm 2 ltlq 1 lrb 1*, “at the rate of 2 *ḥallur* for one sheqel for one month” (see also Porten 1996: 203). There are similar expressions related to interest in

Cowley 11: 2–3 = Porten and Yardeni B4.2:2–3 (also Porten 1996: 257): *ḵsp ḥlrm 2 lḵsp š(eqel) 1 ḥrb*, “the sum of 2 *ḥallur* for the sum of 1 sheqel per month,” and see also Cowley 35:9 = Porten and Yardeni B4.6:9 (Porten 1996: 265). These might suggest that the word *mly*’ in our text might refer to the “full sum” or “principle”: “they will accrue interest at the rate of three denarii for a full sum for one month.” It is not, however, easy to understand why *mly*’ is accompanied by *ḥd* here: the *mly*’ would have to be *the* full sum. Perhaps the idea is that the interest accrued “for each full sum per month,” i.e., for each time a full sum was owing. One wonders, however, whether *mly*’ might not have some other, more specific, meaning.

From a modern point of view, it is perhaps slightly strange that Shaʿidu loaned the item without any charge, the only charge arising if the item is not returned on time. This might be explained on the basis that the item was otherwise unused, perhaps virtually indestructible and possibly the loan was between close family or friends or business associates. The 18th Elul document was drawn up simply as a protection of ownership, not as a commercial lease. This original contract would then fall more or less into the category of a legal “deposit” without any charge except in the case of failure to give the item back. Since not even a month had elapsed, Shaʿidu was not losing anything by selling the debt at the original agreed price.

In any case deposit documents are a well-attested type. There are a couple among the Greek texts of this same Middle Euphrates collection. In P. Euphr. 12 (244 CE), a woman deposits property (dowry items) with another woman, pending its inheritance by the children of a third woman, who has died. There is no financial dimension to the document in question. In another case, P. Euphr. 13 (243 CE), we have an antichretic loan in which a man loans money to another, with a doorway (!) acting as surety and with certain interim conditions being fulfilled (antichresis). In this case it looks as though the lender’s real hope is that he will never get his money back, but will instead get control over the doorway—the problem appears to be an inconvenient doorway opening onto an awkward boundary area. In P2, however, the original document was simply the loan or deposit of an item, charges only arising if it was not returned several months later. It thus falls under the Roman Law category of *commodatum*, the deposit or loan of an item allowing use of the item without charge.

At Dura we find in P. Dura 29 (texts in Welles et al. 1959) a deposit subject to recall on demand, as well as secured and antichretic loans in which goods or services are provided instead of interest (P. Dura 22 and 20, 21, 23, 24). Among the Naḥal Hever Greek documents there are deposits (Lewis 1989: P. Yadin 5 [110 CE] and 17 [128 CE]) and a hypothecated loan

(11 [124 CE]), with a courtyard acting as security. Here we may note that Lewis (1989: 35) draws attention to the fact that deposits were often a fiction for some other kind of transaction which was prevented by other, restrictive laws. It is thus often impossible to work out what circumstances lie behind the deposit. In earlier times deposits of cash created the elements of a banking system (Jursa 2005: 44). In later times, there are regulations governing responsibilities for deposits in the Syro-Roman Lawbook (Selb and Kaufhold 2002: §112).

We are left with the question of the nature of the *šny'* which started this whole procedure. Rather than beginning with possible etymologies, it is worth resuming what is otherwise known. The item is:

- (a) movable—it is deposited with Ba'ishu and to be handed back;
- (b) of relatively low value, 150 denarii—in P1 (243 CE) a slave costs 700 denarii and in P. Euphr. 10 (250 CE) a mare costs 750;
- (c) evidently dispensable so far as the lender is concerned—either he had many such items or this was one which had become redundant; the lender's purpose may have been to get the compensation which would arise from non-return of the item: he was quick to sell the debt and probably not really interested in the return of the *šny'*;
- (d) probably of greater importance to the borrower—he is risking a sum which could quickly mount up because of interest.

One might suspect an agricultural implement of some sort or another tool, one that was needed on a short-term basis. We will return to the question below, but meanwhile the text and its translation are as follows. There are some minor corrections to the text as printed in Drijvers and Healey 1999: 237–42, and vertical lines have been added to demarcate legal sections.

RECTO

- i. *byrh kennn qdm šnt 2 + 50 wbmšm' bywm*
- ii. *tmny' w'sryn | mvdn' b'yšw br bgr br šnyšw mn*
- iii. *mybrw 'bd' dš'ydw br slmn br š[.]n šhby'*
- iv. *lwrvd br nšrybb mn byt pwryn bhšbn štr' hd*
- v. *dktb b'yšw br šmš'qb br tymw mn kerk' hdt'*
- vi. *w'rbt bh btyny' ntth 'rbt' lš'ydw mry dly' n'*
- vii. *b'yšw w'wdy lb bšwy' hd dntbwy lb lmpqy tšry*
- viii. *'hry wlm'by kennn qdm w'n 'br zbn' w'l' ybbh lb*

ix. ntl lh dmmwby dynr' m'' wħmšyn wķetyb byrh' ʔwl
 x. bšnt ħmšm'' wħmšyn wħd' bywm tmt' šr'

1. byrh' kenn qdm šnt ħmšm'' wħmšyn wtrtyn bšnt
2. ilt d'wtqr̄tur qsr m̄qws' ʔtwynyws gur̄dynws
3. gdy' w̄z̄ky' wbsnt trtyn d'ħyws sptmyws' ʔgr mlk'
4. br m' n̄w p̄sgryb' br' ʔgr mlk' dmyqr bhpty' b' rhy
5. b' d̄s m̄dyni' rbi' m' d̄mdynt' k̄lħyn d̄byt nbryn
6. ķetyb štr' hn' b̄byk̄l' kerk' ħd' d̄syd' d' ʔgr mlk'
7. bywm t̄mny' w' s̄ryn | m̄wdn' b̄j̄šw br' ʔgr br' šm̄yšw
8. mn mybrw qryt' ʔbd' d̄š̄ydw br' šl̄mn š̄lby'
9. l̄wr̄wd br' n̄šrybb mn byt p̄wryn d' m̄r b̄k̄rk' ħd'
10. b̄ħšbn štr' ħd d̄ķtb b̄j̄šw br' šm̄š̄qb br' tymw
11. mn kerk' ħd' d̄syd' w' r̄bt bh bt̄ny' ʔntħ d̄b̄j̄šw
12. l̄š̄ydw mry d̄yby' n' b̄j̄šw w' w̄dy lh bh štr'
13. b̄š̄wy' ħd d̄ylh d̄š̄ydw mry d̄ntħwy lh l̄mpqy
14. t̄šry' ʔbry w̄lm' ly kenn qdm d̄ylh d̄šnt' ħd' d̄ķetyb
15. bh štr' hn' w' n' br' z̄bn' hn' w̄l' ntl ntl ħw' b̄j̄šw
16. br' šm̄š̄qb lh l̄š̄ydw mry d̄mmwby d̄š̄ny' dynr' m''
17. wħmšyn wķetyb bh d' n' l' ntl dynr' ħlyn m'' wħmšyn
18. nr̄bw̄n mn dynr' t̄l' l̄m̄ly' ħd byrh' ħd wķetyb ħw
19. štr' byrh' ʔwl šnt ħmšm'' wħmšyn wħd' bywm
20. t̄mt' šr' | ħkn' m̄wdn' lh l̄wr̄wd [m]t̄l d' [m̄r] ly
21. š̄ydw mry d' t̄b' m̄nb d̄b̄j̄šw w̄l' qryb ħw b̄j̄šw
22. t̄nn | q̄blt m̄nb d̄wr̄wd dynr' ħlyn m'' wħmšyn d̄qr'
23. w̄k̄n̄š mry(?) štr' | w' q̄ymth ħw štr' t̄bth w̄byšth
24. b̄gd̄b d̄wr̄wd d̄ntħj̄w̄hy m̄nb d̄b̄j̄šw w̄mn yr[̄tw]by' j̄ykn'
25. d̄b̄wt ħyntn | [2nd hand] m̄wdn' ħš' br' m̄ty mn kerk' ħd' d̄ķtbt
26. ħ̄lp b̄j̄šw br' ʔgr d̄spr' l' yd' d̄ķtb' w̄dy
27. b̄štr' ħkn' l̄wr̄wd br' n̄šrybb j̄yķ d̄ķetyb
28. mn l' l'
29. | [1st hand] n' br̄bs' spr' br
30. br̄b' š̄m̄yn ķtbt štr' hn' |

VERSO

- v1. [3rd hand] r̄bt b̄j̄šw br' tymw' l' n̄p̄šb šb[d]
- v2. [2nd hand] r̄bt ħš' br' m̄ty ħtmt' l' štr' hn[']
- v3. [4th hand] r̄bt šl̄m br' br' f' šbd
- v4. [5th hand] r̄bt ʔd̄w̄ķē šbd
- v5. [3rd hand] r̄bt b̄j̄šw br' tymw' l' n̄p̄šb [šbd]

UPPER TEXT

[Date] In the month of Former Kanun of the year 52 and five hundred, on the twenty-eighth day,

[Subjective Declaration] I, Ba'ishu¹ son of Abgar son of Shamishu from *Mybrm*,² servant of Sha'idu son of Shalman³ son of, of *Shb*, declare to Worod son of Nishryahb from Bet Purin on account of⁴ a certain document which Ba'ishu son of Shamash'aqab son of Taymu from New-Town⁵ wrote—and Batnannay his wife stood as surety⁶ for it—to Sha'idu my master, i.e., me Ba'ishu, and he [Ba'ishu son of Shamash'aqab] declared to him [Sha'idu] with regard to a certain *šny'* that he would give it to him at the end of Latter Teshri or the beginning⁷ of Former Kanun, and, if the

¹ Teixidor read *bgšw*, which is possible, though careful checking of *g* v. *ʿ* in the text suggests *b'šw*, as already in Brock 1991: 260.

² This place-name and the place-name *Shb* (in *shby'*) are otherwise unknown. It may be noted, however, that it is a regular feature of these texts that the place of origin of the principals is mentioned: P1: 8–9 *dyrt' dhyrt'*, “Edessene resident,” *brny'*, “Harranian”; P3: i-ii, 7–9 *mn bt puryn qryt'*, *mn mraqpwls*; also in the Middle Euphrates Greek documents, such as P.Euphr. 6–7 “Marcopolitan”; commonly in the Dura papyri (e.g. P. Dura 29: “Durene,” “Zeugman”; 18, 19, 22: “European”: see the index in Welles et al. 1959: 441).

³ Some of the personal names in this text are attested elsewhere in the early Syriac corpus (Abgar: common, e.g., in P1: 6, 8, etc.; Shalman in Drijvers and Healey 1999: As5: 3), though others are without precise parallel (Ba'ishu [? Βαῖσῶς in P. Dura 18: 7, 25], Shamash'aqab [Hatran], Shamishu, Sha'idu [Nabataean], Taymu [Palmyrene and Nabataean]). For the name Worod see Ουροῶδης: in P. Euphr. 1: 4. The Worod of P2 is the same person as the Worod in P3 and may be the same as the Worod in P. Euphr. 10: 2, 13 (see Feissel and Gascoü 1995: 75).

⁴ The word *hšbn* is a little ambiguous (Teixidor 1990: 148–49, fn.6), but it is used elsewhere in phrases meaning simply “in connection with”: see P1: 13 *ʿl hšbn m' bd'*, “on account of this slave-girl” (see also *lhšbn* in Palmyrene: Hillers and Cussini 1996: 1421: 2); in the Aramaic at the end of Naḥal Hever P. Yadin 17 (128 CE) *lhšbn pqdwn kšp dnryn tltm'h*, “on account of a deposit of three hundred silver denarii,” though here we may have a calque on Greek εἰς λόγον παραθήκης, “on account of a deposit,” meaning “as a deposit” (Lewis 1989: 141).

⁵ Marcopolis (Teixidor 1990: 155–56). On geography see Feissel and Gascoü 1989: 540–45.

⁶ For this verb, *rb*, see lines 11 and v1–5; P3: vi, 14, 15 and e.g. Milik 1954: 183, line 11.

⁷ “end ... beginning”: this usage for the end and beginning of months is unique in the legal texts, but it is clear in temporal expressions in Classical Syriac (Payne Smith 1903: 292, 289). Note *mpq* and *m'l* for “exit” and “entrance” in Jewish

time were to pass and he had not given it to him, he would give him its value, one hundred and fifty denarii; and it was written in the month of Elul in the year five hundred and fifty-one, on the eighteenth day.

LOWER TEXT

[Date] In the month of Former Kanun of the year five hundred and fifty-two, in the third year of Autokrator Caesar Marcus Antonius Gordianus the Fortunate and Victorious,⁸ and in the second year of Aelius Septimius Abgar the king son of Ma'nu, crown prince, son of Abgar the king, who was honoured with consular rank in Urhoy, in Edessa, the great city, mother of all the cities of Bet Nahrin, this document was written in the palace, New-Town-of-Hunting, of Abgar the king, on the twenty-eighth day:

[Subjective Declaration] I, Ba'ishu son of Abgar son of Shamishu from the village of *Mybrn*, servant of Sha'idu son of Shalman of *Sbb*, declare to Worod son of Nishryahb from Bet Purin who lives in New-Town on account of a certain document **[Historical account of earlier transaction]** which Ba'ishu son of Shamash'aqab son of Taymu from New-Town-of-Hunting wrote—and Batnannay wife of Ba'ishu stood as surety for it—to Sha'idu my master—i.e., me Ba'ishu—and he declared to him in the self-same document with regard to a certain *šny'* belonging to Sha'idu my master,⁹ that he would give it to him at the end of Latter Teshri or at the beginning of Former Kanun of this self-same year in which this document was written; and if this time were to pass and he were not to give (it), he, Ba'ishu son of Shamash'aqab, would give to Sha'idu my master the equivalent value of the *šny'*, one hundred and fifty denarii; and it is written in it that if he did not pay these one hundred and fifty denarii, they would yield interest¹⁰ at three denarii for the full sum per month; and that document was written in the month of Elul of the year five hundred and fifty-one, on the eighteenth day.

Aramaic texts: Benoit et al. 1961: Mur. ar 25 I:3; Milik 1954: 183, line 10; Milik 1957: 259, line 6.

⁸ Emperor 238–44 CE.

⁹ This phrase shows clearly that the *šny'* is something which existed from the start as Sha'idu's property.

¹⁰ *nrbwn*, “they (the 150 denarii) will increase, accrue interest.” This verb, *rby/*, is repeatedly used in this kind of context (Hoftijzer and Jongeling 1995: 1053).

[Resumed subjective declaration] Thus I¹¹ declare to Worod: since Sha'idu my master ordered me to exact payment¹² from Ba'ishu and the said Ba'ishu was not present here,

[Satisfaction] I have received from Worod these one hundred and fifty denarii which he [Sha'idu] was demanding¹³ and my master¹⁴ collected¹⁵ the document and

[Assignment of Debt Document] I have assigned that document for his good or his ill¹⁶ into the power¹⁷ of Worod, so that he might exact it from the same Ba'ishu and from his heirs as it has been (arranged) between us.

[Subscription of Substitute Signatory] I, Hashsha son of Mattay from New-Town, declare I have signed¹⁸ (this) on behalf of Ba'ishu son of Abgar, who does not know how to write:¹⁹ he has written (and) declared in the document thus to Worod son of Nishryahb as written above.

[Scribe] I, Bar Bassa, the scribe, son of Barba'shamin wrote this document.

¹¹ Ba'ishu son of Abgar, resuming the interrupted 1st person declaration of line 7.

¹² Verb *tb'* (Payne Smith 1903: 603–4). Not *aph'el* as Teixidor 1990: 151 fn. 15.

¹³ Verb *qry/'*, “call.”

¹⁴ Reading uncertain.

¹⁵ The verb *kns'* is a little unexpected and without parallel in this kind of context. It looks like a technical legal term. The verb occasionally means “compute” in Classical Syriac (Payne Smith 1903: 219) and the allusion might be to the accounting exercise which would establish the theoretical cash value of the outstanding debt, including interest.

¹⁶ The phrase appears to be a legal merism indicating “whatever happens,” “unconditionally.”

¹⁷ *gd'*, “(good) fortune, possession, power” (see P1: 15, 18). The meaning “in the power of” is clear in a passage of Bardaišan (Drijvers 1965: 12: 20).

¹⁸ *ktht'*, but he is not the scribe.

¹⁹ *spr'*, “the art of writing.” See Peshitta Acts 4: 13: *dl' yd'yn spr'*.

VERSO

[Witnesses]

I, Ba'ishu²⁰ son of Taymu, have acted as guarantor:²¹ he witnesses on his own behalf.

I, Hāshsha son of Mattay, have acted as guarantor: I have sealed this document.

I, Shalam son of Bar'ata, have acted as guarantor: he witnesses.

I, 'Abduk, have acted as guarantor: he witnesses.

I, Ba'ishu son of Taymu, have acted as guarantor: he witnesses on his own behalf.

A NOTE ON ŠWY'

The *šwy'* presents a serious problem. The root involved is apparently ŠW', "be level, equal," as recognized already by Teixidor (1990: 149, fn. 10). There are a number of possibilities, listed here in descending order of probability:

1. A concrete meaning which might fit could be provided by the *šwy'* listed in an Elephantine papyrus (Cowley 1923: text 15: 15 = Porten and Yardeni 1986–99: B 2.6: 15–16) where among other things brought into a household by a newly married woman we find:

שׁוּי 1 זי בה נעבצן אבן 4

This is translated by Porten as: "One papyrus-reed bed on which are 4 stone inlays" (with doubt on "inlays," since *n'byn* is obscure: see also Porten 1996: 179–80, fn. 32). This interpretation of the Elephantine text is favoured by most scholars (e.g., Fitzmyer 1971), though it is a little difficult to imagine a papyrus bed with stone inlays and Grelot, appealing to a possible Egyptian cognate, interpreted the word as "box, casket" (1971: 517–25; 1972: 194, fn. k; see also Hoftijzer and Jongeling 1995: 1117–18).

Giving strong support to the meaning "bed" in P2, however, is the fact that **שׁוּי** appears in Targumic Aramaic, with a similar meaning:

²⁰ A third Ba'ishu! The signatures on the verso are aligned with the knots sealing the "Upper Text," which is regarded as a Roman practice (Welles et al. 1959: 145; see also Schiffman 2003).

²¹ For this verb *'rb* see above, but it is not otherwise used of the actions of witnesses. It may appear here because of the nature of the transaction: no real property changes hands, only a document.

Targ. Y. Deut 3:11 (for Hebrew *'eres* referring to Og's bed); Targ. 1 Kgs 1:47 (for Hebrew *miškāb* referring to David's bed); Targ. Ps 4:5 (for *miškāb*); Targ. Ps 6:7 (for *miṭṭāb*, "couch, bed"); Targ. Job 17:13 (for *yāšūā'*, "couch, bed" [poetic]). For these see Jastrow 1950: 1533. There is also, from the same root, the noun תְּשׁוּיָה meaning "bed, couch, covering": Targ. Prov. 7:16 ("covering," for Hebrew *marbaddim*); Targ. Prov. 22:27 (for *miškāb*); Targ. Ezek. 43:13, 14, 17 ("base"[?], for the obscure Hebrew *hēq*).

This word is found also in Syriac: ܬܫܘܝܬܐ (*tešwīṭā*) (Payne Smith 1903: 622, Brockelmann 1928: 761), with the meanings "coverlet, rug, mattress, bed." In the Peshitta of 2 Sam 17:28 and Prov. 7:16 (see Targum above) the meaning seems to be "covering, coverlet," while in Gen 49:4; 1 Chron. 5:1 the meaning is "bed" (other references in Brockelmann 1928: 761).

2. Another possibility, alluded to by Brock (1991: 262, fn. 23), is a connection with ܟܘܥ (*šenyā*), "hilt, handle, haft, shaft of a spear" (Payne Smith 1903: 564; Brockelmann 1928: 761). This is found in Peshitta 2 Sam 21:19 (*šenyā dnayzkeh*, "the shaft of his spear") and 23:7 (*šenyā dnargā*, "the haft of an axe") (other references in Brockelmann 1928: 761). The difficulty here is in imagining that such an elaborate legal situation could have arisen over the (presumably wooden) handle of a weapon or implement.

3. Although I have argued above that the word cannot refer to a sum of money, one ought in passing to note Syriac *šawīṭā*, "reduction, low price" (Payne Smith 1903: 565) and Arabic *taswīyyah* "levelling, settlement of bill" (Wehr 1971: 445). Both of these show that the root in question is susceptible to semantic developments in this direction, at least in Syriac and Arabic.

Other suggestions would involve changing the reading of *šny'* (Brock 1991: 262 fn. 23). Since no such change of reading can be justified epigraphically, the most likely meaning of *šny'* on present evidence is "bed."

LEGAL ASPECTS

There are other aspects of the text which are interesting from a legal point of view.

1. In terms of overall structure it is to be noted that this document is of the "double-document" type (Koffmahn 1968; Lewis 1989: 6–10). The so-called "Upper Text" was designed to be sealed as an "Inner Text" which could be referred to in case of dispute. It was, however, gradually abbreviated, since it became redundant with the spread of archives in which registry copies of texts could be stored safely. Thus in P1: 18–19 (also a double-document) there is explicit reference to an archive copy of the text

being kept. P2 itself was unopened when first brought to light (see photographs in Teixidor 1990).

2. The various legal corpora (Elephantine, Samaria, Judean Desert) differ slightly with regard to their use of objective and subjective language. In Elephantine property transfers the main clauses are subjectively expressed and based on the vendor's viewpoint (*ex latere venditoris*: "I have sold," "I will not be able to reclaim") (see Porten and Yardeni 1986–99 II: xiii–xiv; Gropp 2003: 27–28). In the slave-sales of the Samaria papyri the central declaration is objective in style, but the secondary clauses at the end (defension, against renegeing, against demand for further payment) are subjective (Gropp 2003: 27). The Neo-Babylonian formulary for movables, on which the Samaria texts depend, was objective and expressed *ex latere venditoris*. The Judean Desert texts vary somewhat, but we may note the subjective formulation, e.g., in the contract published by Milik (1954: 183) and in Nabataean (P. Yadin 2–3: Yadin et al. 2002: 201–44). In P2 (also P1: 7–10) we have a subjective formula, in Roman terms a "subjective homology" (Goldstein 1966: 9–11; Teixidor 1990: 150, fn. 13), though objective language is, of course, used in describing the history of the debt which is to be transferred.

3. The appearance of substitute signatories in the "subscription," the formal declaration of agreement by the principal, is not unusual (Greenfield 1993; Cotton 1995; Cotton and Yardeni 1997: 144–46; Schiffman 2003: 184–85), though it may be noted that in the Near East this was occasioned by illiteracy, as in this case, and there was no requirement that a woman should use a male guardian as a legal substitute as was normal in Hellenistic and Roman law (see most recently Oudshoorn 2007: 354–66). Women clearly played a prominent role in transactions. In P1 a woman sells a slave (and is substituted in the subscription because of illiteracy); in P2 a woman acts as surety for the original transaction and might still have to step forward to cover the debt (and an illiterate man is substituted for in the subscription).

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