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Debt Bondage in Late Period Egypt (8th – 5th Century BC)

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Abstract: This paper argues, in contrast to some previous scholarship, that debt bondage was not practiced in Egypt's Late Period (c. 8th–5th centuries BC). The phenomena of self-sales into slavery and the inclusion of children in lists of security in loan contracts have been offered as evidence of debt bondage in past studies: in the former, arguing that self-sales were a means to satisfy debts; in the latter, that seizure of children into bondage was precipitated by default on a debt. But there is no evidence for these manifestations of debt bondage in practice. In an examination of all relevant self-sales and loan contracts of the period, it can be shown that in no case was a person seized for security or in distraint, and that self-sales did not occur specifically as a result of debtor default. In practice, creditors likely pursued punitive measures such as fine or high interest rather than the potentially expensive and troublesome seizure of debtors. The conditional clauses regarding seizure or distraint reflected in loan documents must thus be regarded as notional rather than actionable, more representative of the social rather than financial capital at stake when one defaulted on a debt. Excluding debt bondage from the Egyptian socio-economic landscape of the period opens the discussion to the implications for social practice, family life, and credit systems.

Keywords: debt bondage; debt slavery; Late Period Egypt; loan collateral; self-enslavement

“Do not lend money at interest without security in your hand.”
Instructions of Onchsheshonqy (2nd century BC)¹

1 Introduction

It can be tempting to view the ancient world as cruel and uncivilized times, during which a person could have heartlessly put his own children up for security on a loan

¹ Column 16.21; Glanville 1955: 38–9.

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with full awareness that his own flesh and blood would be enslaved² if the debt were not repaid in time. We can all too well imagine a poor harvest leading to a high-stakes loan of grain from a ruthless creditor, in turn leading to the seizure of young children – who are then enslaved for the remainder of their lives.³ Classical Greek writers capitalized on this idea, yet another trope with which to paint Egypt as barbaric: Diodorus Siculus (1st century BC) wrote that the Egyptians practiced debt bondage until its outlawing as part of a systemic law reform.

But was the practice of debt bondage in Egypt of this period ever a reality?⁴ Although documentary evidence from the Late Period of Egypt (8th – 5th centuries BC) is sparse, the evidence includes clearly delineated property lists of security for loans, as well as the first appearances of self-sale into enslavement. In these property lists, children do indeed appear alongside cattle and slaves as property to be potentially seized if the debtor did not pay up; some of these loan documents also include a clause of liability stating that debts were liable to “upon the heads of the children” should the debtor default. The self-sales also pose some questions regarding debt bondage; to modern sensibilities, voluntary entrance into enslavement seems almost unthinkable, and modern interpreters of these texts are left wondering if debt could have been a motivator. As a result, it is unsurprising that the inclusion of children in security lists, the clause of liability, and the self-sales into enslavement are understood as evidence of debt bondage. While this interpretation of the evidence is understandable, it is also inaccurate.

This paper examines the evidence of debt bondage in the Late Period,⁵ or, more precisely, lack thereof. In loan contracts, this examination focuses on the inclusion of

2 I employ the terms “slave” and “enslavement” throughout this article, though it is important to note that the Egyptian language did not clearly distinguish between slaves and servants. Thus, unless an individual is being sold, it can often be difficult to determine whether the person in question was a slave or a servant. For a discussion of the different terms used to refer to slaves and/or servants in the Late Period, see the discussion in Karev 2022: 30–111; on the conscious effort to call these individuals “slaves” and the practice in which they played a part “slavery”, *ibid.*: 408–13. On the use of the term “slavery” to refer to *different* systems of bondage and subordinate labor, see Dal Lago and Katsari 2008: 3–31 and Vlassopoulos 2021: 55–56.

3 As put forth in a question by Graeber (2011: 128) highlighting the dehumanizing elements of debt bondage: “how did a man’s wife and children come to be considered no different than his sheep and crockery – as property to be liquidated on the occasion of his default?”

4 For a similar analysis of Greece in the context of Graeber’s conclusions, see also Hirsch 2023.

5 In light of the scanty documentation from the Late Period in general, it may be argued that this is a classic example of assuming an evidence of absence from an absence of evidence. However, there is still enough evidence from the Late Period to draw conclusions of the existence of certain practices (Lippert 2008; Seidl 1956). This “assumption” is a conscious methodological preference of one assumption over another – namely, that absence of evidence implies an existence of a practice that did not leave a trace.

children in securities as well as the clause that the debt would fall “upon their [i.e. the children’s] heads” in the event of a default, with an eye to determining whether children were seized or held captive as part of the stipulations of a contract loan. Ultimately, it seems that seizure and captivity may have served as a threat, but one which did not manifest in reality. Instead, the clause of liability was only intended to

Table 1: Definition of legal terms regarding loans and security.⁶

Term	Definition
Antichresis	A type of <i>security</i> limited to immovable property. Antichresis cannot be physically transferred, and so if the debtor defaults, the creditor can satisfy the unpaid debt through the revenues of the immovable security.
Conveyance	Transfer of title from one person to another. The act of pledging security is known as a <i>conditional conveyance</i> , since the transfer of full property rights only occurs <u>on the condition</u> of the debtor not paying his loan back in time.
Creditor	The recipient of a <i>loan</i> .
Debt	An amount of money or commodity owed from the debtor to the creditor following a loan agreement. The <i>debt</i> is to be repaid in the future; the creditor is usually the one who determines when this debt is to be repaid.
Debtor	The donor of a <i>loan</i> .
Default	The failure of a <i>debtor</i> to repay a <i>loan</i> in the time stipulated by the <i>creditor</i> .
Distraint	Possession of a <i>pawn</i> by a <i>creditor</i> until a <i>debt</i> is repaid.
Loan	A contractual agreement between two parties: a <i>creditor</i> who extends credit by giving an object or sum of money, and the <i>debtor</i> , to whom the credit is extended.
Ownership	Collection of rights to use and enjoy property, including the right to transmit that property to another.
Pawn	A type of <i>security</i> limited to movable property. A pawn can be anything that is capable of being physically transferred from the <i>debtor</i> to the <i>creditor</i> in the event of <i>default</i> .
Pledge	The act of providing security on a loan. The act of <i>pledging security</i> conveys possession, but not full property rights – in other words, as long as the debt is unpaid, the creditor technically owns the security he received in exchange for the loan, but he can’t use or sell the security pledged to him <u>unless</u> the debtor defaults.
Possession	The detention and control of anything which may be the subject of property.
Quitclaim	A release or acquittance given to Person A by Person B with regards to any action that Person B has or will have against Person A.
Security	An asset that a creditor accepts in exchange for the loan to protect the creditor’s own interests. If the debtor <i>defaults</i> on their loan (i.e. does not repay in the term stipulated), the creditor can seize the security.
Seizure	Possession of a <i>pawn</i> by a <i>creditor</i> following the default of a <i>debtor</i> .
Title	The formal right of ownership of property.

⁶ Compiled on the basis of Black 1990; Garner 1995; Botta 2009: 67–71.

stress the perseverance of the debt past the debtors' lifetime. In the context of self-sales, this paper surveys the social, economic, explicit, and implicit motivations behind self-sale into enslavement; debt does not appear to have been one of those motivators. Whether as a result of systematic law reform or not, there is no evidence for enslavement as a direct result of debt in Egypt of this time period.

2 Terminology of Loans, Debt, and Security

In legal scholarship and common parlance, there is a wide variety of terms which can be used to refer to a debt relationship and the property involved. Some of these terms can overlap in meaning (e.g. security and collateral). For increased legibility, it is therefore helpful to set a common vernacular of the terms used throughout this paper, alongside working definitions.

3 Definition of Debt Bondage

A pawn is an object or person who can be physically transferred from the debtor to the creditor in the event of default on a debt. This pawn could be seized (transferred as a possession from debtor to creditor) or distrained (transferred as a possession from debtor to creditor only until the debt is repaid). The seizure or distraint of a (human) pawn is, by definition, debt bondage.⁷

Debt bondage can take three forms: (1) creditor-motivated seizure of a pawn following a failure to pay; (2) debtor-consented seizure of pawn (defined above as *dstraint of a pawn*) until the debt is repaid; and (3) self-sale by the debtor into slavery to satisfy the debt, i.e. the debt is considered repaid following the self-sale (definitions of the terminology used in these forms of bondage are provided in Table 1). The types of debt bondage and their characteristics are summarised in Table 2, below.

All three of these types of debt bondage may be applied to different statuses of person. For example, a slave, a free laborer, and a free child of a debtor could all theoretically be pledged as security and potentially seized or distrained; a free laborer could sell themselves into slavery to pay off their own debt; and/or a free child could be sold by a parent to pay off a parent's debt.

The first two types of debt bondage could both lead to the creditor acquiring one or more new laborers (enslaved or not) to add to his household. Presumably in *Type 1*, the creditor would want this laborer embedded within his household, since the seizure would be motivated by the creditor. In *Type 2*, the creditor may not

⁷ Testart 2002: 175.

Table 2: Types of debt bondage.

Type	Motivated by...	Manifests as...	Begins when...	Ends when...
Seizure of pawn	Creditor	Seizure of a person	Debtor fails to pay debt in defined time frame	Debt is repaid
Distrain of pawn	Debtor	Distrain of a person	Contract is written	Debt is repaid
Self-sale	Debtor	Enslavement	Debtor sells self to satisfy debt	Never ⁸

necessarily want or need a new laborer, but acquires (and is responsible for) one regardless until the debt is repaid. In both *Type 1* and *Type 2*, the creditor could put his newly-acquired pawns to work until the debt was repaid.⁹

The differences between *Type 1* and *Type 2* lie in both the motivation and the nature of the agreement. In *Type 1*, the seizure is creditor-motivated; in *Type 2*, the offering of a pawn is debtor-motivated. The nature of the agreement also differs: in *Type 1*, seizure occurred only after time has elapsed and the debt unpaid; in *Type 2*, distraint occurred while the debt was still waiting to be paid. Nonetheless, the two types are similar in that the bondage ends once the debt is paid and the pawn returned. The types are also similar in that the labor of the pawn does not contribute in any way to the repayment of the loan itself. In other words, both types of debt bondage are not a form of indentured servitude,¹⁰ since the pawn is not “working off” the debt or which s/he was pledged, and was returned to the debtor if and when the original debt was repaid in full.

Self-sale as satisfaction of a debt (*Type 3*) is the most distinctive of the three types of debt bondage, despite Moses Finley’s assertion that “sale into bondage and debt-bondage cannot be distinguished very sharply.”¹¹ If an individual pledges themselves as security and then defaults on a loan, their seizure as a laborer could be considered as a seizure-after-default (*Type 1*). However, self-sale (*Type 3*) is a different

⁸ At least until manumission; manumission is so poorly attested in the Late Period (only one Aramaic contract, TADB3.6) that it is impossible to say if debt-bondage could be exited through, e.g. self-purchase.

⁹ Testart 2002: 178–80; see also van der Linden 2016: 300–1.

¹⁰ As defined by Galenson 1981: 447–8.

¹¹ Finley 1983: 151. Finley is not the only scholar to conflate seizure or distraint with self-sale, e.g. van Koppen (2004: 11), who equates self-sale with a creditor claiming the pledges of a previous loan contract – in other words, seizure following default. Although these scholars are discussing different cultures of debt and bondage, it is a point of note that they both treat distinct types of debt bondage as equal or interchangeable.

Table 3: Types of loan security in Demotic documents.

Types of loan security	Types of debt bondage
The conditional conveyance of property, which could turn into seizure upon debtor default	<i>Type 1</i> , seizure following failure to pay
The conveyance of an asset from the debtor to the creditor in exchange for a loan	<i>Type 2</i> , distraint as pawn
The conveyance of the full rights of ownership	<i>Type 3</i> , self-sale to satisfy a debt

mechanism in that the transaction *in itself* satisfies the debt.¹² once an individual has sold themselves into slavery with the express purpose of satisfying a debt, the debt is paid off following the transaction. This lies in contrast with seizure of one's own person, in which the debt is not considered paid off following the transaction. Self-sale is also more final than self-seizure,¹³ since in order to exit enslavement, a person who has sold themselves would then need to purchase their way out of enslavement, rather than simply repaying the debt for which they had been pledged as collateral.

The three types of debt bondage outlined above are roughly aligned with the three general types of loan security in Demotic documents, as outlined by Joseph Manning¹⁴ and summarised in Table 3.

The alignment of the types of debt bondage with the types of loan security in demotic documentation prompts a general discussion of the nature of security in loan contracts – namely, the question of what outcome would befall any property pledged as security in the event of a debtor default, human or non-human.

4 Loans, Debt, and Security in Egypt of the Late Period

Evidence for loans and debt in the centuries before the 8th century BC is meagre, though the basic principles associated with pledging and security are indirectly attested: the family of an absconder from mandatory labor were seized in order to encourage him to return to work; a farmer's family was seized after missing tax payments; a man was seized when his father refused to return copper tools; and the

¹² Testart 2002: 179–80.

¹³ Although it should be noted that both *Type 1* and *Type 2* could theoretically also result in permanent enslavement if the debt is never repaid.

¹⁴ Manning 2001: 314–5.

official Wenamun seized thirty deben of silver, to be returned to the owner only when Wenamun's own missing property is returned to him.¹⁵

But all in all, these are secondary examples of security, and were not contractually binding. Before the first millennium, security was served by social and religious credit.¹⁶ an oath in the name of a local deity (invoking beatings and a fine if the debt is not repaid); community trust in the individual to repay a debt; or an infrequent appearance of a third-party guarantor.¹⁷ Clearly formulated loan documents – including security and interest – were a feature of the first millennium onwards.

A total of fourteen contract loans from the Late Period (dating from 882 BC to 400 BC) are recorded in Aramaic, Demotic, and Abnormal Hieratic, and summarised in Table 4. Most of these contract loans (eight out of fourteen) record the loan of an amount of grain, five record a loan of an amount of silver, and one records the loan of a cow.

Repayment was expected between a month to nine months after the contract was drawn up, usually with interest. Eight¹⁸ of the above contract loans included security. The term for security in Demotic was *iwyt*,¹⁹ derived from an earlier

Table 4: Late Period contract loans.

Text	Date	Language	Type
TADB4.6	400 BC	Aramaic	Silver
TADB3.13	402 BC	Aramaic	Grain
TADB4.5	407 BC	Aramaic	Silver
TADB3.1	456 BC	Aramaic	Silver
P. Berlin 3110	486 BC	Demotic	Cow
P. Strasbourg 4	487 BC	Demotic	Grain
P. Loeb 48+49A	487 BC	Demotic	Silver
TADB4.2	487 BC	Aramaic	Silver
P. Louvre E9293	498 BC	Demotic	Grain
P. BM 10113	570 BC	Abnormal Hieratic	Silver
MMA 35.3.317ro	688 BC	Abnormal Hieratic	Grain
MMA 35.3.317vo	688 BC	Abnormal Hieratic	Silver
P. Louvre E3228b	703 BC	Abnormal Hieratic	Grain
P. Berlin 3048vo	882 BC	Hieratic	Silver

¹⁵ Jasnow 2001: 37.

¹⁶ Bleiberg 2002.

¹⁷ Manning 2001: 310.

¹⁸ TADB4.6; TADB3.13; TADB3.1; P. Berlin 3110; P. Loeb 48+49; P. Louvre E9293; P. BM. 10013; P. Berlin 3048v; very likely also TADB4.5, but the bottom half of the contract where the security appears is missing.

¹⁹ *CDD*/*i*, s.v. *iwyt*.

Egyptian word *iw*,²⁰ which was used in reference to a replacement or substitute person seized for compulsory labor.²¹ By the Late Period, the seizure was hypothetical, and *iwyt* referred only to the security itself.²²

Loans were frequently accompanied by a statement of the security²³ against which the loan was borrowed. In the Late Period, most of the contract loans in both Aramaic and Egyptian included a full guarantee of “general liability” which allowed the creditor to seize any desired item(s) from a list of the debtor’s property,²⁴ rather than a specific security, a further protection of the creditor’s interests through the pledging of the debtor’s entire property.

In both the Aramaic and Demotic legal tradition, these lists were categorical and detailed with little variation between them, and included everything that a person might conceivably own: houses, fields, male and female slaves, cows, donkeys, silver, copper, clothing, wheat, and emmer. On two occasions, these lists also included children,²⁵ leading to the suggestion that these dependents could be seized following a default on a loan, but there is little evidence of such a seizure occurring beyond its threat.

For evidence of seizure of (non-human) pledged property, one can turn to Joseph Manning’s classification of types of security: seizure following default; pawning; and transfer of title as security. Of these, in the Ptolemaic Period pawning appears to have been the most common, and seizure following default occurring only in the form of conditional conveyance ripening to true conveyance once a debtor defaults. Both pawning and seizure essentially both served as a kind of conditional sale, in which money (the loan amount) was exchanged for an object (the security), and the object (security) returned after the money had been repaid. If the loan was not paid off in time, only then did the “conditional” sale become real: the money, rather than representing a loan amount, now represented the sale price for the object – which was now just a commodity, rather than security. At least in the Ptolemaic Period, an additional document may have been drawn up to establish the rights of the creditor to the pledged property while awaiting the repayment of the loan.

20 “Ersatzarbeiten” in *Wb.* I 49.17.

21 A thorough analysis of this term in Middle Kingdom texts is in Di Teodoro (2018: 27–41); specifically on the overlap between a substitute and a pawn, *ibid.* 29, 87.

22 With an additional nuance of legal bond or guarantee; Di Teodoro 2018: 30, Manning 2001: 311.

23 Following Markiewicz’ (2005: 141–2, n. 2) definition of security as “property pledged to the creditor or his property right, which are to guarantee fulfilment of an obligation; it is especially an asset guaranteeing repayment of a loan that may become property of the creditor if the loan is not repaid.”

24 In Demotic documents of the Ptolemaic period, this clause of general liability had evolved into a more general statement of “everything I shall have”. See Markiewicz 2005: 153.

25 P. Louvre E9293 and P. BM. 10013.

In the time between the loan contract and repayment, this pledged (i.e. conditionally sold) object could theoretically be sold to a third party. Such a situation is presented in the Demotic Legal Manual of Hermopolis West,²⁶ a set of hypothetical legal scenarios. In one scenario, a debtor pledged a house as security on a loan, and subsequently sold that house to a third party, which was a perfectly acceptable action.

In sum, the process of a debtor conveying property-as-security to a creditor for the purposes of distraint or seizure following default was complex, contractual, and recorded in writing. There is no evidence of this process occurring for non-human pledged security in the Late Period. As ever when dealing with written contracts, it is entirely possible that this process was oral and therefore not recorded in writing. However, the legal tradition leads to some expectation of any evidence of such seizure, even indirect²⁷ – and no such evidence is present.

4.1 Debt Bondage: Self-Sale as Debt Satisfaction

Self-sales of an individual into enslavement have most often been cited as proof that debt bondage was practiced in Egypt.²⁸ The three Late Period contractual self-sales into enslavement (P. Rylands 3²⁹ and P. Rylands 6,³⁰ Louvre E706³¹) and one acknowledgment of ownership of a slave contracted by the slave himself (P. Rylands 5³²) have spawned numerous discussions on whether these contracts represented a self-sale to satisfy a debt,³³ rather than a self-sale into enslavement for another (unstated) reason. This raises two separate, but interrelated, questions: why did previous scholars view these contracts as debt bondage, and why *not* as self-enslavement?

Some scholars argue that since there is no mention of a sales price, these contracts cannot be representative of a sale,³⁴ but then, absence of a price is a feature of Demotic

²⁶ Column II, 13–7; Mattha 1975: 21–2; see also Pestman 1985: 300–1.

²⁷ E.g. in letters, as in Richardson 2019: 33–39. In searching for *indirect* evidence of seizure, I also examined personal letters and pleas to gods; beyond the absence of a direct, written record of seizure in a contract, there is in addition no indirect written attestation of seizure in private documentation.

²⁸ Menu 2000: 75–7; Bakir 1952: 74–6; Griffith 1909: 59. Menu does not support suggest that these documents are self-sale, but rather that they are intended as a satisfaction of a debt without the involvement of slavery at all, which is in line with her larger theoretical position maintained throughout her career that private slavery did not exist in Egypt before the Ptolemaic period (on which see Menu 1985: 73–87; 2005: 187–210; 1977: 477–82; 1998a, b, c: 193–207).

²⁹ Griffith 1909: 52.

³⁰ Griffith 1909: 54–5.

³¹ Malinine and Pirenne 1950: 73–4.

³² Griffith 1909: 53–4.

³³ Menu 1985: 73.

³⁴ Bakir 1952: 119.

sale documents,³⁵ and so this argument can perhaps be dismissed.³⁶ Other scholars view these contracts in the context of a broader understanding of the non-existence of private slavery in Egypt before the Ptolemaic period; by this reasoning, if private slavery doesn't exist, then surely these contracts are representative of a different kind of arrangement.³⁷ This is a much larger argument – and thus more difficult to dismiss outright – but put simply, this line of reasoning falls apart under closer inspection.³⁸

It is no wonder that scholarship has attempted to find other explanations for these contracts. Understanding the motivations for self-sale into enslavement can be rife in modern discourse, asking why anyone would *desire* to be enslaved.³⁹ This question is further explored below, but for the purposes of this section, here I focus on why these documents do not represent debt bondage.

Of these four self-sales, Louvre E706 is the most obvious example the presumption of debt bondage *ex nihilo*; the text of the contract bears no relevance to debt

Table 5: Comparison of cattle sale with self-sale into enslavement.

P. Michigan 3525B	Louvre E706
<p>[date] Paweher son of Amenhotep, whose mother is Beniutehtes, has said to the priest Patikhnum, son of Userteny, whose mother is Khausenaset: <i>you have satisfied my heart with the silver for the black cow, which is called by the cow's name Setairetbin, together with her calf, the offspring of my cow which was born in my corral. It belongs to you. It is your cow, together with any offspring which she will bear in your corral. No man on earth will be able to exercise authority over it except you, from father, mother, brother, sister, son, daughter, or any man in entire land, myself likewise. He who will come to you on her account, saying, "she does not belong to you," I will cause him to be far from you. If I fail to cause him to be far from you, I will give you [replacement clause] she still being your cow, from today onwards, forever.</i></p>	<p>[date] The woman Djedtaeweryiusankh daughter of Asetheb has said to Amenpawia: <i>you have satisfied my heart with the silver for which I become your slave. I am your slave. No man on earth will be able to exercise authority over me, except you. Never again will I be able to act as nmh unto you, twice over, unto any silver, any corn, any kind of property, in the land, together with my children whom I will bear, and everything that belongs to me, and those things which I will gain, and the clothing which is on my back, from year 4 month 2 of Shemu onwards to any year, for ever and eternity. He who will come to you on my account, including any man in the land, saying, "she is not your slave" – he will give you any silver, any corn, that will please your heart, I still being your slave, with my children: you are entitled to take me in any house which you will find me.</i></p>

35 On Demotic sale formulae, see Zauzich 1968; Seidl 1956; Cruz-Urbe 1979; Menu 1988a, b, c; Lippert 2008: 148–9.

36 As Markiewicz 2008: 321.

37 Menu 2000: 78–9, based on her research into private property in Menu and Harari 1974: 125–54.

38 Karev 2022: 406–8.

39 Answering this question, as noted, warrants its own discussion, which includes both economic and societal motivations and needs to take into account the complex systems of patronage and protection in pharaonic Egypt (see below, under *Implications*).

nor its satisfaction (Table 5). This Demotic contract, inscribed on a bowl and dated to 592 BC, records the self-sale of a woman named Djedtaweryiusankh to a man named Amenpawia. There is no mention of the motivation behind the sale, and the contract is near-identical to sales of other property. To demonstrate the similarities to sales of other commodities, Table 5 presents a side-by-side comparison of a contemporaneous sale of a cow (P. Michigan 3525B⁴⁰), with identical formulae emphasized.

Minor differences between the two contracts include an inclusion of a monetary penalty in the sale of the cow and the Abnormal Hieratic oath included in Louvre E706. The major difference, however, is that the vendor in Louvre E706 is the same person as the object of the sale. There is no indication that this self-sale was in any way motivated by debt; indeed, no motivation is stated at all.

The other three self-sales and acknowledgements of transfer (P. Rylands 3, 5, and 6) are slightly complex, and warrant closer inspection to determine that they are indeed not representative of debt bondage. These three contracts belong to a group of five papyri (P. Rylands 3–7) housed at the John Rylands Library at the University of Manchester. In total, the texts record a chain of title related to the same individual Payftjawawykhonsu; the chain of title is represented in Table 6.

P. Rylands 3, the first of the self-sales in the Rylands group, is missing an important clause usually featured in Demotic sales: a statement by the seller that his

Table 6: The Rylands dossier.

	Addressee	Addressor	Content
P. Rylands 3 (569 BC)	Payftjawawykhonsu	Djedbastiufankh	Payftjawawykhonsu sells himself into slavery, to Djedbastiufankh.
P. Rylands 4 (569 BC)	Djedbastiufankh	Udjasematawy	Djedbastiufankh transfers the ownership of Payftjawawykhonsu to a third party, Udjasematawy.
P. Rylands 5 (569 BC)	Payftjawawykhonsu	Udjasematawy	Although Djedbastiufankh has already transferred Payftjawawykhonsu's title to Udjasematawy, a new document of self-sale is drawn up by Payftjawawykhonsu mirroring the self-sale in P. Rylands 3.
P. Rylands 6 (568 BC)	Payftjawawykhonsu	Udjasematawy	An additional (perhaps superfluous) acknowledgement of ownership by Payftjawawykhonsu to Udjasematawy.
P. Rylands 7 (563 BC)	Payftjawawykhonsu	Udjasematawy	Negotiation of the rations allotted to Payftjawawykhonsu as a slave.

⁴⁰ Cruz-Uribe 1985: 19–20 (P. Cattle 9).

“heart is satisfied” by the money received from the buyer.⁴¹ The absence of this clause possibly means that the heart of Payftjawawykhonsu was indeed unsatisfied – in speculation meaning that the contract drawn up between Payftjawawykhonsu and Djedbastiufankh was contingent on some *other* obligation, rather than an exchange of silver. But other types of contracts (e.g. partnerships and donations⁴²) could exclude the satisfaction clause, and therefore there is no reason to assume that debt was the reason for its absence.

Another self-sale from the Rylands group, P. Rylands 6, records Payftjawawykhonsu’s self-sale to a new owner, Udjasematawy. This contract is also missing an important clause usually present in Demotic sales – the transfer of title⁴³ – but since there are two previous contracts acknowledging transfer of title to Udjasematawy (P. Rylands 4 and 5), it is very likely that all three documents pertaining to Payftjawawykhonsu’s new owner were kept together, and that P. Rylands 6 was merely intended as a formal addendum to the previous two contracts.

The only contract which mentions any motivation behind the sale into enslavement is the acknowledgement of ownership by Payftjawawykhonsu to Udjasematawy (P. Rylands 5). In this contract, Payftjawawykhonsu specifies that he is now the slave of his new owner Udjasematawy, because Udjasematawy took care of him (lit. “gave [him] food, *dīt c̄k̄*”) when he was “about to die (*īw wn-n̄z̄w īw[.ī] mwt*)”. It is possible that this acknowledgment is indeed a direct result, and perhaps a repayment, of the rations given to Payftjawawykhonsu.⁴⁴

However, Payftjawawykhonsu was already the property of Udjasematawy, as recorded by a written transfer of title (P. Rylands 4). If the repayment of the rations was indeed the motivation behind a transfer of title, it stands to reason that this transactional nature would have been mentioned in one of the previous title transfers. Moreover, since this document served not as a self-sale but rather an acknowledgement of title transfer, it would not have been able to satisfy a debt.

There is no concrete evidence that any of the above four contracts were motivated by debt. Only one of the contracts mentions the motivation for self-sale, while the remainder are functionally identical to sales of other property. None of the contracts note a debt, a loan, or a previous agreement.

Hypothetically, it is possible that a loan which led to a self-sale and the self-sale itself were considered entirely separate transactions, recorded as a loan document (in which a person pledges oneself) and an additional document of self-sale, after

41 On this clause Ritner 2002: 347–9; Botta 2009: 24 and 151–2; on its parallels in other Near Eastern transactions, Westbrook 1991.

42 E.g. the contract donation P. OI. 25262 (P. Hawara 4) and the contract partnership P. Louvre E7843.

43 Botta 2009: 89; Manning 1995: 15–6.

44 As argued by Menu 2000: 76.

which the loan document would be destroyed or at least nullified.⁴⁵ However, Demotic legal tradition of the recording of a chain of title, as well as the specificity of Demotic contractual arrangements, suggest that this hypothetical scenario is unlikely. In Demotic legal tradition, there was an emphasis on the guarantee of title to property as well as a defined quitclaim by the seller. Both of these served to ensure that the seller would no longer have any right to the property in question, along with a guarantee to protect the owner's new title in court and against any challengers.⁴⁶ Also evident in Demotic legal tradition is a high degree of specificity of contracts: money (or, indeed, any commodity) was rarely exchanged without reference to the reason *why* or *what for*, including money as the motivation for exchange.⁴⁷

The emphasis on chain of title (and its protection) as well as the degree of specificity are intended to protect the parties of the contract in court. For example, in a sale, the seller could not claim that he did not transfer the title in exchange for silver, and conversely, the buyer could not claim that he did not give the silver and receive the title in return, since these were in writing.

In this context, self-sale as a separate transaction from the debt it satisfies does not seem likely. A self-sale as a result of a debt, with no mention of that debt, would leave the debtor vulnerable to a challenge in court. A creditor could potentially take the now-enslaved creditor to court and claim that the debt was not paid, and that the self-sale was independent of (and unrelated to) the loan. In turn, the debtor could argue that self-sale satisfied the debt, but this would be an oral testimony versus the written transaction of self-sale. At the very least, one would expect a statement of release of the obligation, if not an entirely separate contract.⁴⁸

⁴⁵ On destruction of nullified documents in Old Assyrian loan documents, see Veenhof (2001: 96) though it is hardly clear how consistently this destruction was practiced. Egyptian documents were usually nullified with lines drawn through the text, but still kept in their archive, for which see Jasnow 2001: 40.

⁴⁶ Many documents end with the disclaimer that the transfer of (written) title deeds are crucial to the transaction and that they may not be challenged in court; Cruz-Urbe 1979: 37; Seidl 1956: 32–3.

⁴⁷ Hence, e.g. a cow is exchanged “for silver”, with a defined clause dedicated to the satisfaction of the seller and the receipt of the cow by the buyer. As noted above, however, exact prices are not mentioned in Demotic legal formulae, a deviation from earlier Abnormal Hieratic practice (Martin 2007: 29). It is unclear why prices disappear from the record, though it has been argued that this is a transition from sale contracts representing real conveyance (i.e. an exchange of silver for a commodity) and towards sale contracts representing title (Martin 2007: 28–9; Manning 1995: 15–6) similar to a modern-day American vehicle title which can – but does not necessarily – include the sale price of the vehicle.

⁴⁸ As in the releases from credit obligations in P. Adler 20 (93 BC) or P. Turin 2136 (126 BC). Cancellation of debts is attested in Aramaic, but only in a fragment (TADB4.1); since the document is so fragmentary, it is unclear how the debtor has repaid his debt, only that he is now released from it.

4.2 Debt Bondage: Seizure Following Failure to Pay

In Aramaic and Demotic loan documents, the categorical list of the debtor's property liable to seizure after default followed a relatively standard format:⁴⁹ immovables (houses, fields, building plots); dependents (slaves, children); movables (silver, bronze, clothes, grain); cattle; offices; and deeds. Interestingly, wives are not attested as dependents who could be pledged against debt.⁵⁰ The economic role that the dependents play in this situation is clear: they are pledged as security of a debt, no different than the other property included in the list.

However, the question remains as to what could manifestly happen if the debtor defaulted on his debt, especially regarding the dependants. Slaves, cattle, and movable items (e.g. a bronze utensil) could presumably be transferred into the new owner's possession, perhaps even without a written transfer of title,⁵¹ even though there is no evidence of this kind of transfer occurring. But what would happen to pledged (and presumably otherwise free) children? Would they, as Tomasz Markiewicz suggested, "become the creditor's slaves",⁵² and thereby enter the status of enslavement through seizure or distraint? There is no evidence for the former, and only inconclusive evidence for the latter. To answer the question posed by Markiewicz, it is most likely that unenslaved children were not seized or distrained.

Male and female children (*šrī šrt*) are included in the list of property in only two Egyptian contract loans: Demotic P. Louvre E9293 (498 BC) and Abnormal Hieratic P. BM 10113 (570 BC). In both contracts, children follow the enslaved persons (*bšk bškt/ħm ħmt*) in the formulaic order of the property list.⁵³ While the children could therefore be seized like any other property, there is no direct or indirect evidence from the Late Period of a seizure occurring.

The distraint of adult children as pawns or their seizure following default is not a particularly efficient method of repaying a debt. Even if the pawn is put to work in

49 The order of assets in these property lists is identical to the order of assets in documents related to private property and unrelated to loans and debts, e.g. Johnson (2015: 259–60). It's possible that the order represented the order of preference for seizure (I am grateful to Seth Richardson for this suggestion), but we have no way to determine if this was the case.

50 Markiewicz (2005: 153 n. 32) takes this to signify "the high position of women in Egyptian law"; I am not sure that this indicates a "high" position, but simply one that does not allow the person to be pledged as security.

51 E.g., in Abnormal Hieratic P. BM. 10113 the debtor states that the creditor may take any of the property listed "without citing any document (*iwṯ ḏd knbt nb*)"; Donker van Heel 1995: 231.

52 2005: 153 n. 32.

53 For an in-depth discussion of these two terms, see Karev 2022: 30–64 and Hofmann 2005. See also *CDD/b s.v. bšk* and *DG s.v. bšk; Wb. 3, 87.13–88.8*.

conditions analogous to enslavement,⁵⁴ their labor – albeit benefiting the creditor – does not go towards reimbursing the debt for which they were pledged. This is perhaps the reason that children only rarely appear in security loan contracts, and also the reason for the lack of evidence of the seizure of enslaved persons (despite their presence in the property lists).⁵⁵ Ultimately, a creditor's interests lie in getting their loan repaid, which will not necessarily occur if they are feeding and housing a dependent while awaiting a repayment which may never come.

Although the seizure of adult children could seemingly be compared to a recorded Ramesside interaction, the context of that interaction proves that these are dissimilar practices. A letter (O. BM 5631)⁵⁶ records the seizure of twelve slaves (*hmw*) following their owner's failure to return loaned copper tools. The son of the owner of the tools was also seized, but in error: the officials to whom the son was attempting to return the tools mistakenly thought he had stolen them. The son, therefore, was seized as a thief, rather than distrained or seized as a pawn.

4.2.1 “Upon their Heads”: The Clause of Personal Liability

The appearance of children in property lists in contract loans is not their only appearance in these contexts. Children could also appear within a clause of personal liability: a clause in which the debtor stated that the repayment of the loan would fall “on his head”⁵⁷ and sometimes also on the heads of his (i.e. the debtor's) children.⁵⁸ The inclusion of this clause is suggestive of the debtor offering his body (and that of his children) as security for debt. However, much scholarly discussion has proven that this clause merely means that a debt did not expire with the debtor, but rather that the debtor's children would be liable for repayment after his death.⁵⁹

54 As suggested by Seidl (1956: 5) for P. Louvre E9293 and P. BM. 10113.

55 Although this may be attributed to seizure without drawing up new title; e.g. Donker van Heel 1995: 231.

56 Originally published in Černý and Gardiner 1957: 88; translation in Allam 1973: 48–9 and Wente 1990: 146.

57 “Upon my head” (*r dꜣdꜣ.ḥ*).

58 *r dꜣdꜣ nꜣy[.ḥ] hrꜣ.w*, as in Demotic P. Berlin 3110 and P. Loeb 48 (P. Hou 12); on this formulae, Botta 2013: 36–7.

59 As suggested by Revillout (1903: 1233, 1240). Vleeming (1991: 171) proposes that the clause was intended “to prevent the debtor's children from objecting to the alienation of any part of their patrimony in payment of their father's debt,” but I agree with Markiewicz (2008: 323) that it is only rational to assume that this clause refers to the fact that the debt did not expire when its debtor did. Pierce (1963: 176) does not believe this clause to be “primarily concerned with assuring the persistence of debt beyond the lifetime of the debtor” but does not explain why.

An Aramaic loan contract dating to 402 BC⁶⁰ supports this conclusion. In this contract, the debtor explicitly stated that if he dies before he has paid off the loan, his children would be liable for the payment of the loan in silver: "... and if I die, and have not yet paid and given you the silver of yours which is written above, then my children or my guarantors will pay you your silver which is written above."⁶¹ There is no mention of a potential seizure of children.

4.3 Debt Bondage: Distrainment as a Pawn

This type of debt bondage (distrainment as a pawn) involves the transfer of property to the ownership of the creditor. That property (which could conceivably involve persons) was held until the debt was repaid, at which point the property would be returned to the debtor. Distrainment as a pawn is relatively well-attested in Mesopotamia, largely in the form of complaints that the distrained pledges have not been returned despite the payment of the debt in question. In the Ptolemaic period, distrainment is attested for non-human pledges, largely houses, though it is unclear the extent of the tenure the creditor had over the item (e.g. it is unknown if the creditor was given the right to inhabit a pledged house during the length of a loan).

There is no direct Late Period evidence of seizures following default or distrainment during an outstanding debt of human pawns pledged as security on a loan. One Aramaic papyrus of the 5th century BC⁶² possibly provides an indirect example of distrainment or seizure, though the text is highly fragmentary and somewhat vague. The text, from the viewpoint of a slave, records that he was previously enslaved/employed⁶³ by the lender and then then "transferred (*yblwni*) "with the remainder (*m šryt*)" to the "guarantor (*ḥry*)." The inclusion of a start date "from year 19 (*mn šnt 19*)" may reference an unrelated contractual agreement.

It is possible that this text represents a transfer of the slave as a distrained pawn or his seizure following debtor default. Ultimately, however, the text is far too fragmentary and the ambiguity of the terminology too vague to be used as evidence for any kind of labor practice. It is equally likely that the individual in question was employed (rather than enslaved), and that the text records a simple movement of a wage laborer from one employer to another.

60 TADB3.13.

61 "w-ḥn m'tt w-l-'d šlmt w-yhbt lk ksp' zylk zy mn'l ktyb ḥr bny w'ḏrny yšlmwn lk kspk zy mn'l ktyb."

62 TADB8.1.

63 *byd* could refer to enslavement or employment; see Porten and Yardeni 1989: 151 and Segal 1983: 48.

5 “But Diodorus Siculus Said...!”

The concept of a manifested practice of debt bondage in Late Period Egypt has remained so pervasive⁶⁴ in large part due to the 1st century BC Greek historian Diodorus Siculus. Diodorus explicitly wrote that the 8th century BC pharaoh Bocchoris outlawed debt slavery.⁶⁵

“The repayment of loans could be exacted only from a man’s estate, and under no condition did he [Bocchoris] allow the debtor’s person to be subject to seizure.”

The argument for debt bondage in Egypt reasons that if Bocchoris outlawed debt bondage, then surely such a concept had to have existed beforehand in order for him to consider its legality or illegality.⁶⁶ But Diodorus’ account of Bocchoris is far from reliable as a historical source.⁶⁷ Diodorus claimed that Bocchoris undertook a massive program of codifying public and private Egyptian law, but no trace of these laws or their codification exists, including the abolition of debt bondage. The choice of Bocchoris for this role of “law-giver” was likely a joint Egyptian-Greek venture that had little to do with what Bocchoris achieved and far more to do with who (or what) he represented. As the ancestor of the Twenty-Seventh (Saite) Dynasty, the characterisation of Bocchoris as a wise ruler was key to the legitimisation of the Late Period rulers of Egypt before the Persian conquest in 525 BC.

Diodorus’ account of Bocchoris, including the ruling about debt bondage, served two purposes: first, it highlighted how barbarous Egypt was before Bocchoris instituted reforms,⁶⁸ and second, it emphasized Solon’s brilliance in borrowing these reforms and bringing them to Greece.⁶⁹ Neither of these have much bearing on or

⁶⁴ Manning 2001: 308, 322; Menu 1998a, b, c: 390; Hudson 2002: 37; Blok and Krul 2017: 619; Ryholt 2015: 13; for a wider audience, Graeber 2011: 219. Hudson, Blok, and Krul are not Near Eastern historians (and moreover, Blok and Krul are of the opinion that Bocchoris instituted no such reform), but it is important to note that the *concept* of debt slavery existing in Egypt at all – and therefore considered worthy of mention in these sources – extends beyond the field of Near Eastern historians.

⁶⁵ *Bibliotheca Historica* I.79.3.

⁶⁶ Which also ties back into the “upon their heads” clause; it is precisely because Diodorus was taken at face value that scholars looked for explanations of the clause other than the implication of debt bondage. Markiewicz 2008: 322 n. 60.

⁶⁷ Markiewicz 2008: 309–30.

⁶⁸ Also in line with this story is the account in Herodotus (II.136) and Diodorus (I.93.1–2) that both claim Egyptians to be able to pledge the mummies of their ancestors as security on a debt; both these accounts, as noted by Markiewicz (2005: 151) have a distinct “Eastern flavour [...] supposed to amuse, perhaps even shock the Greek reader.”

⁶⁹ Markiewicz 2008: 325–6.

relevance to historical events, and there is no more reason to believe that Bocchoris outlawed debt bondage than there is to believe that Solon imported Bocchoris' legal reforms in their entirety into Greece.

6 Conclusions

This paper examined the inclusion of children security on loans and the motivations behind self-sale into enslavement, in order to investigate whether these phenomena could serve as evidence of debt bondage in the Late Period. Although debt bondage as a result of seizure or distraint may have represented a theoretical or hypothetical threat, ultimately there is no evidence that this threat manifested into practical reality. Children were included as debt security in two instances, but, in parallel, there is no direct or indirect evidence that the children included were seized following default nor distrainted as pawns while the debt was outstanding.

In the event of a debtor default, a fine was the most likely outcome, followed by the seizure of other (non-human) property listed in the security. This type of seizure is supported by some Aramaic loan documents which include an order-of-operations in the event of insolvency: first a fine, then seizure.⁷⁰ The hefty interest rates (as high as 100 % monthly) and fines recorded in many of the loan contracts suggest that a fine, or alternatively a collection of high interest, were preferable to the seizure of a person; seizure which would then saddle a creditor with the responsibilities of the feeding and housing of a dependant while awaiting repayment of a loan.

Regarding the possibility of self-sale into enslavement to satisfy a debt, the four extant self-sales from the Late Period do not appear to be related to debt. If debt motivated the self-sale, Demotic legal tradition suggests that this debt would have been alluded to directly (e.g. through mention of the debt owed and perhaps even its amount) or indirectly (e.g. by noting an earlier document related to the transaction). The self-sales do not evidence such references. The single reference to a motivation of any kind is recorded in a transfer of title of a previously self-sold slave; the transfer of the title is motivated by the circumstance in which his current owner took care of him when he was about to die.

7 Implications

Returning to the hypothetical scenario of debt bondage outlined at the beginning of this paper, but with a clearer understanding of the absence such a practice in Late

⁷⁰ TADB3.13.

Period Egypt, raises some deeper questions about personal and social motivations for the repayment of debt. Since the world of Late Period Egypt was *not* one in which parents callously handed their children over for credit, what can be inferred about social relationships and responsibilities from parents to children? Additionally, though no less importantly, debt bondage is far from absent in other, contemporary societies such as Greece,⁷¹ Israel,⁷² and Mesopotamia.⁷³ Presumably, this means that Egypt relied on other forms of security; on what other forms of security did the Egyptians rely? Relatedly, and as noted above, the lack of explicit motivations in the self-sale contracts of the Late Period naturally leads us to question the implicit motivations: if the self-sale was not meant to fulfil a debt, why indeed did people sell themselves into enslavement? I will now attempt to briefly answer these three questions within the context of this discussion, though each one certainly deserves a full-length work of its own.

The expectations for parent-child relationships in Egypt shed some light on why debt bondage should not be considered a manifestable threat. Children had important social and religious obligations to their parent, which would be socially reprehensible to deny. The obligations between parents and children were reciprocal: parents educated their children and provided protection from physical difficulties,⁷⁴ and in exchange, children took care of their elderly parents and maintained their funerary cult after they died.⁷⁵ This last point is particularly salient, since providing for the parents' mummification, burial, and funerary cult ensured that parent's re-birth into the afterlife.⁷⁶ To remand a child into bondage would both forsake the social ideals of parental obligations as well as surrender the reciprocal and expected, benefits of care. To break the family contract for the sake of satisfying a mere loan contract would make little sense, either ethically or financially.

Since debt bondage did not manifest in actuality, one must wonder on the motivations of Late Period Egyptians to pay back their debts in a timely manner. The role of social pressure and conformity should not be underestimated as motivating factors. Although the first millennium saw the development of clearly delineated security clauses in loans, it is possible that, as in earlier periods, true credit was determined by a model reliant on "generalized reciprocity". Since exchange relationships were maintained through open credit, the upkeep of good social

71 Harris 2002.

72 Frymer-Kensky 2001: 257–8.

73 Veenhof 2001: 146–7, 154–5; Radner 2001: 280–4; Wunsch 2002: 244.

74 On the protection expected of parents, Kóthay 2006; related is the autobiographical boasting of offering protection though being as a 'father to an orphan', for which see David 2011.

75 The eldest son was *legally* obligated to do so; Mattha 1950: 113–8.

76 Cannata 2020: 3, 331, 513; on the involvement of children in actually mummifying their parents, Cooney 2007: 261–2 n. 6.

reputation (e.g. one in which a person can be relied upon to repay his debts) was more important than short-term gain.⁷⁷

Finally, what were the social conditions that might impel a person to see no other course of action than to sell themselves into slavery? It should be taken into account that the evidence for self-sale is limited temporally to the Late Period, and limited too in its scope: there are only four self-sales into slavery, three of which involve the same slave and come from the same archive. To say that this was a common practice would be misleading, but nevertheless, it did occur. As for its motivations, it is likely that self-sales fit into the larger role of patronage, protection, and dependency in pharaonic Egypt.⁷⁸ Entry into a household or institution was not only socially preferable to isolation and unprotection, but practically speaking, entry also included with it the basics of maintenance, like food and shelter.⁷⁹ This is not to say that Egyptian slavery was an institution with humane intentions, only that the motivations for – and experiences of – self-enslavement should be contextualized within Egyptian social *mores*.

Abbreviations

Abbreviations for sources in Demotic and Abnormal Hieratic follow their museum inventory number (e.g. P. Turin 2123). Sources in Aramaic reference Porten and Yardeni's four-volume *Textbook of Aramaic Documents from Egypt* (TAD), in which every volume is assigned a letter (vol. 1 = TADA, etc.).
CDD = Johnson, J., ed. 2001. *The Demotic Dictionary of the Oriental Institute of the University of Chicago*. Chicago: Oriental Institute.
DG = Erichsen, W. 1954. *Demotisches Glossar*. Copenhagen: Ejnar Munksgaard.
Wb = Erman, A. and Grapow, W. 1937. *Wörterbuch der ägyptische Sprache, 7 vols*. Leipzig: J. C. Hinrichs Verlag, 1937.

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⁷⁷ On this term and concept, Janssen 1994: 135–6.

⁷⁸ As argued in Karev 2022: 409–11 and Karev 2023. On these systems, see Moreno García 2013; on asymmetrical dependency as a framework for understanding enslavement (including debt bondage) see Winnebeck et al. 2023.

⁷⁹ As delineated in the rations given to Payftjawawykhonsu in P. Rylands 7.

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