

SPECULATIONS ON MIDDLE KINGDOM MARRIAGE

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Harry Smith is a fine scholar whose primary research and training of younger generations of scholars have made significant contributions to the field of Egyptology. It is his willingness to speculate and try to 'flesh out' the sometimes dry bones which form the basis of our knowledge of ancient Egypt which lead me to hope that the following speculations will intrigue him and perhaps inspire further discussion.

While reading P. Kahun 1, a pair of Middle Kingdom *imy.t-pr* documents,¹ with a beginning hieratic class, I found myself interpreting the document which Wah made to his wife Teti as the functional equivalent of the Late Period demotic annuity contracts.² In such contracts, a man pledged all his property as security for his promise to feed, clothe and house his wife. And in many cases the man also designated that it was his children born (or to be born) of this wife who would be eligible to be his legal heirs. If the very hypothetical scenario presented here is anywhere near the 'truth', then much of the social, legal and economic system underlying the demotic annuity contracts may have been in place 1500 years earlier, by the Middle Kingdom at the latest. This would further suggest that the dichotomy between the strong legal position of women in ancient Egypt and their much weaker social and economic position had led at least some men to provide for their wives and children in the same way that we see institutionalized more formally in the Late Period contracts.

The text itself was originally published by F. Ll. Griffith:³

1/1 'Copy of the *imy.t-pr* which the Sealbearer and Trusted One of the Controller of Works 'Ankh-ren made:

1/2 "Year 44 [of King Amenemhet III], 2nd month of Summer, day 13.

1/3 The *imy.t-pr* which the Sealbearer and Trusted One of the Controller of Works of the Northern District Shepset's son Ihi-seneb, who is called 'Ankh-ren, made:

1/4 'All my possessions in field or in town belong to my brother, the *w'b*-priest and overseer of the phyle of Sopdu, Lord of the East, Shepset's son Ihi-seneb, who is called Wah.

1/5 All my dependents belong to this brother of mine.'

This was put as a copy in the office of the Second Reporter of the South in Year 44, 2nd month of Summer, day 13.'

1/6 'Year 2, 2nd month of Inundation, day 18.

1/7 The *imy.t-pr* which the *w'b*-priest and overseer of the phyle of Sopdu, Lord of the East, Wah made:

"I am making an *imy.t-pr* for my wife, (1/8) the woman of 'Left-Side',⁴ Sopdu's daughter Shefet, who is called Teti, consisting of all the possessions which my brother, (1/9) the Sealbearer and Trusted One of the Controller of Works 'Ankh-ren, gave to me together with all his moveable property, being everything which he gave to me. She will give <them> (1/10) to any one she desires among her children whom she will bear to me. I am giving to her the three Asiatics (1/11) whom my brother, the

¹ Lit., 'that which is in the house'. Despite the common identification of such documents as 'wills', these documents do not always relate to transfers of property at or in conjunction with death. For example, in the Old Kingdom tomb of 'I3rty is recorded an exchange between him and Hnmty in which Hnmty decorated a door of 'I3rty's tomb in exchange for (*m isw*) a small cloth and appointment as *k3*-priest, all recorded as an *imy.t-pr*. Thus, I prefer to use the term '(land-)transfer document'. For discussion and bibliography of *imy.t-pr* documents, see K. B. Gödeken, 'Imet-per', *LÄ* III, 141-5.

² See the classic studies by E. Lüddeckens, *Ägyptische Eheverträge* (Wiesbaden, 1960), and P. W. Pestman, *Marriage and Matrimonial Property in Ancient Egypt: A Contribution to Establishing the Legal Position of the Woman* (Leiden, 1961).

³ The *Petrie Papyri, Hieratic Papyri from Kahun and Gurob principally of the Middle Kingdom* (London, 1898). For a recent translation and copy of the hieratic, see R. B. Parkinson, *Voices from Ancient Egypt, An Anthology of Middle Kingdom Writings* (London, 1991; Norman, 1991), 108-10.

⁴ The name of the town from which the wife came.

Sealbearer and Trusted One of the Controller of Works 'Ankh-ren, gave to me. She will give <them> to any one she desires among her children. (1/12) As for my tomb, let me be buried in it together with my wife, without letting any man at all interfere. (1/13) As for the structures which my brother, the Sealbearer and Trusted One of the Controller of Works 'Ankh-ren, built for me, my wife shall live⁵ therein without letting her be expelled therefrom (1/14) by anyone. It is the Deputy Geb who will educate⁶ my children."⁷

List of the people in whose presence this was done: ...'

Registration Docket (on the verso): '*imy.t-pr* which the *w'b*-priest and overseer of the phyle Wah made.'

I suggested the following reconstruction of the social situation and the actions involved. In year 44 of King Amenemhet III, 'Ankh-ren realized that he was about to die without children.⁸ In such a case, his wealth would revert to his parents or, if they were dead, to his siblings. He made a transfer document on behalf of his brother Wah, giving to him all his real estate ('everything in field or in town') and all his personal property ('all my dependents'). It is noteworthy that Wah did not acquire his brother's job and titles. There are many possible explanations for this: the king/central administration may have stepped in to assert their control by appointing someone outside the family to 'Ankh-ren's position; Wah may have calculated that his own position offered as good or better chance of promotion and enrichment; or there may have been a third brother, older than Wah, who was appointed to the 'family' job. That 'Ankh-ren and Wah had one or more siblings is perhaps implied by the very existence of 'Ankh-ren's transfer document, since if the two brothers were the only two children in the family, Wah would have gotten his brother's property even without the transfer document.⁹

When Wah inherited his brother's wealth, it made it possible for him to court and acquire a wife proper to his station. Part of what convinced the woman, and her family, was his willingness to write a document transferring to her legal ownership of all his private property, i.e., the real and personal property which he had inherited from his (older) brother 'Ankh-ren. Thus, in year 2, presumably of Amenemhet IV, the successor of Amenemhet III, Wah made a transfer document for his new wife,¹⁰ identifying her very clearly not only by name and patronymic but by town of origin.

Just as the men who made demotic annuity contracts used all their private property ('all I possess and all I shall acquire'¹¹) as security for the annuity contract they were providing their wife, so Wah backs his proposal with all his private property. Men were normally the 'public' partner of a marriage and handled business deals and property transactions, sometimes acting in their wife's name.¹² Thus, as long as the couple remained married, Wah would have had control (and power of disposition) over the property.¹³ But if Wah died, or if the couple divorced, Teti would retain possession of the property¹⁴ and would have enough to take care of herself and any children the couple might have. Thus, as long as Wah was alive and remained married to Teti, no effective transfer took place. But if they divorced (at her instigation or his), she, as legal owner of the property, would take it with her. A similar situation is found in the Late Period when a man making an annuity contract would claim to have made his wife a 'bridal

⁵ Lit., 'be'.

⁶ Or, 'serve as guardian (of)' (*ir šd nḥn*).

⁷ This line was added, perhaps later, in a slightly different handwriting.

⁸ It might be possible that he had children but he didn't want them to inherit his property. However, since in Egyptian documents adults are given the legal right to inherit or disinherit among their children but not to exclude all their children from their inheritance, it seems much more likely that this man had no children.

⁹ Although if one or both parents were alive Wah would have had to wait until their deaths to be sole owner.

¹⁰ Parkinson, *Voices from Ancient Egypt*, 109, has previously suggested, but without any discussion, that Wah made his document 'perhaps on the occasion of his marriage'.

¹¹ Including anything he had or might inherit upon the death of his parents.

¹² For a clear example, see P. W. Pestman, 'Appearance and Reality in Written Contracts: Evidence from Bilingual Family Archives', in M. J. Geller, H. Maehler and A. D. E. Lewis (eds.), *Legal Documents of the Hellenistic World, Papers from a Seminar arranged by the Institute of Classical Studies, the Institute of Jewish Studies and the Warburg Institute, University of London, February to May 1986* (London, 1996), 84-5.

¹³ A man could dispose of his wife's property but, if he did and if they subsequently divorced, he had to provide her with something of equal value; see my 'Women, Wealth and Work in Egyptian Society of the Ptolemaic Period', in W. Clarysse, A. Schoors and H. Willems (eds.), *Egyptian Religion: the Last Thousand Years: Studies Dedicated to the Memory of Jan Quaegebeur* (Leuven, 1998), II, 1393-1421 with n.103.

¹⁴ If Wah had died without making such a transfer document, Teti would, presumably, have had legal claim to her share (usually one third) of the couple's joint property, but she would have had no legal claim on his private property, which would have gone to his children (if he had any) or his parents or siblings. By means of this transfer document, Wah is making sure that she retains his property if he predeceases her.

gift'. But since the husband would normally have handled the family finances, he would have had to pay over the gift only in case of divorce. This Late Period 'bridal gift' has been analyzed as the Late Period equivalent of the New Kingdom fine imposed on a man who divorced his wife and both have been interpreted as strong economic, and social, deterrents to men's divorcing their wives.

Before recording his own transfer document to his wife, Wah had the scribe copy or summarize the transfer document which 'Ankh-ren had made to him by which he had come into legal possession of the property with which he was endowing his new wife. Although the men writing Late Period annuity contracts did not spell out specific parcels of real or personal property which they were using as security for the contracts, frequently they did include clauses intended to establish their clear and legal title to the property involved. Thus, the father of the man making the contract might sign the contract indicating his acceptance thereof.¹⁵ Since at least part of the wealth which the man was using as security for his annuity contract was the property he would inherit from his father at his father's death, it was important to secure the father's agreement to the contract.¹⁶ In a famous case of the contested second marriage of a rather well-to-do priest from Siut, in Middle Egypt, the man's oldest son by his first wife was the one to sign his father's annuity contract to the father's second wife, establishing the older man's legal title to the property¹⁷ used as security for the contract.

After having established his legal ownership of the property and writing the actual transfer document, Wah goes one step further and states that Teti has the right to pass the property (real and personal) to any whom she wishes among the children whom she will bear him. This wording accomplishes two goals at once, one of great concern to the husband, the other of great concern to the wife. From Teti's point of view, this language guarantees that Teti's children will be Wah's legal heirs (not any children he might, or might have, sired by any other woman); from Wah's point of view he is entailing the property for his own (future) offspring, so that Teti can not, after his death, transfer his property to her own biological family or to children that she might bear to a (future) husband, thereby totally disinheriting his children. This same entailing of (the husband's) private property on behalf of a couple's children is found already in the Old Kingdom,¹⁸ is clearly attested in the New Kingdom,¹⁹ and becomes a standard part of many Late Period annuity contracts.²⁰ Although in some cases the annuity contracts refer to children who have already been born to the couple, much more frequently the contracts, just like Wah's transfer document, use a future tense construction and refer to children 'who will be born', implying that the document was made relatively early in the marriage. In Wah's transfer document it is spelled out that, if the couple has children, Teti will be able to pick and choose among them as heirs, if she so desires.²¹

A further similarity between Wah's transfer document and the Late Period annuity contracts is the fact that the document was made directly between the husband and wife, not with the woman's father or any other man on her behalf. This is in sharp contrast with most other ancient Near Eastern 'marriage documents', whether those documents were purely economic or also embedded social concerns. It presumably reflects the fact that Egyptian women were full participants in the Egyptian legal system, not chattel and not dependent on a man to handle their legal concerns for them.

Three further conditions were specified in Wah's contract which do not find a parallel in the later annuity contracts but which can also be explained in the context of a 'transfer of property at marriage'. The first two would have been of greatest concern if Wah were to die without Teti's having produced

¹⁵ And in the earliest pair of annuity contracts of which we have record, both father and son actually wrote out contracts to the woman the son was marrying; see my "'Annuity Contracts" and Marriage', in D. P. Silverman (ed.), *For His Ka, Essays Offered in Memory of Klaus Baer* (Chicago, 1994), 123-4.

¹⁶ Since if the father disinherited the son for the son's marriage, both husband and wife would be left out in the cold.

¹⁷ One third of his private property, the other two thirds going to the children of the first marriage. That the eldest son by the first marriage had to confirm his father's new annuity contract reflects a formal solution to an on-going problem, seen already in New Kingdom documentation. For example, P. Turin 2021 (published by J. Černý and T. E. Peet, 'A Marriage Settlement of the Twentieth Dynasty, an Unpublished Document from Turin', *JEA* 13 (1927), 30-9) records a court appearance by a man, his second wife, and his children by his first wife in which the children of the first wife attest that they have, indeed, received their two thirds of their father's property and that they have no objection to their father's endowing his second wife with the remaining one third of his property.

¹⁸ See, for example, the inscription of the Fifth Dynasty noble Ny-ka-'ankh, who specifically forbade transferring the inherited property outside the family (Kurt Sethe, *Urk.* I (Leipzig, 1903), 161-2).

¹⁹ See, for example, the *imy.t pr* made by Senmose, in which property goes to his wife and then a son and three daughters (A. Théodorides, 'Le testament dans l'Égypte ancienne (essentiellement d'après le Papyrus Kahoun VII, 1, la Stèle de Senmose et le Papyrus Turin 2021)', *RIDA* 17 (1970), 117-216).

²⁰ Lüdeckens, *Ägyptische Eheverträge*, clause 6.

²¹ In the New Kingdom, Naunakht (J. Černý, 'The Will of Naunakhte and the Related Documents', *JEA* 31 (1945), 29-53) is also clearly able to pass along her own private property (including property she acquired through or from her first husband) to those of her children whom she so desires, although she notes that all will share in the division of their father's property.

children: Teti is explicitly given the right to live in the family home ('As for the structures which my brother, ... 'Ankh-ren, built for me, my wife shall live therein without letting her be expelled therefrom by anyone.') and to be buried in Wah's tomb with him.²² Thus, any potential attempt by Wah's relatives to confiscate their 'family' property is precluded before the fact.²³

The third unusual element in this transfer document is the final statement that a man named Geb with the title *idnw* 'deputy' is formally appointed to be tutor or guardian to Wah's son. This sentence may well be a later addition to the transfer document²⁴ reflecting the birth of the couple's first son and reminds me of the paragraph modern American couples with young children frequently add to their wills, specifying what relative or family friend will raise the children if something happens to both parents. But this sentence may have much more to tell us about relative roles of men and women in Egyptian society. Although Wah could envisage his wife taking over legal ownership of his property, with all the rights and responsibilities involved therein, and although he granted her the right to 'inherit' or 'disinherit' from among their children, he also realized that if anything were to happen to him, his children²⁵ would have a much better chance of succeeding in life if they had a male of appropriate rank to intervene on their behalf in the public world of education and job opportunities. I would suggest that it was for this social reason, and not any legal or economic reason, that, once a son was born to the couple, Wah named a male advocate for his children.

If the above hypothetical reconstruction of the background of Wah's transfer document is at all correct, then P. Kahun 1 illustrates two very different uses²⁶ for transfer documents: as a 'will', written at or near death to ensure inheritance of (specific) property by a chosen individual, and as a contract establishing the economic underpinnings of marriage, assuring the woman (and her family) that she (and her children) will be taken care of financially during life and at death. Whatever the personal and social background which led Wah to write this document to Teti, whether Wah's love and concern for his new wife or the power of the woman and her family to extract formal legal and economic commitments from a prospective suitor, if the document was written early in the marriage, and if it reflects any kind of Egyptian norm, it has serious implications for the relative economic positions of man and wife at the time they marry.²⁷

²² If the couple were to have children, it would be the children's responsibility to take care of the proper burial of their mother, but without children, and, far from her biological family in 'Left-Side', there might be an inclination to scrimp on the daughter-in-law/sister-in-law's burial and placement in what Wah's family considered their property. The problems faced by Neo-Babylonian widows who wished to continue to reside in their conjugal home are discussed by M. T. Roth, 'The Neo-Babylonian Widow', *JCS* 43-45 (1991-93), 1-26.

²³ That attempts were made by some families to take advantage of extended family members perceived as weak (especially children thought too young to be able to fight back) is clear from several New Kingdom documents (e.g. P. Boulaq 10: J. J. Janssen and P. W. Pestman, 'Burial and Inheritance in the Community of the Necropolis Workmen at Thebes (Pap. Bulaq X and O. Petrie 16)', *JESHO* 11 (1968), 137-70).

²⁴ See n.7, above.

²⁵ And perhaps especially his son.

²⁶ Other uses are also attested; see n. 1 for reference to an Old Kingdom example which seems to record a sale or exchange of goods and services.

²⁷ Especially if, in addition, the woman received some or all of her inheritance at her marriage but the man remained dependent on his father until that father's death.