

Deictic shifting in Greek contractual writing (I – IV AD)

Abstract: Much attention has been paid to ‘deictic shifts’ or shifts in perspective in Ancient Greek literary texts: studies have drawn attention, for example, to switches from indirect to direct speech, causing a particular narrative effect. In this article, I show that similar phenomena can be found in documentary texts. Contracts in particular display unexpected shifts from the first to the third person or *vice versa*. Rather than constituting a narrative technique, I argue that such shifts should be related to the existence of two major types of stylization, called the ‘objective’ and the ‘subjective’ style, which are associated with the third and the first person respectively. In objectively styled contracts, subjective intrusions may occur as a result of the scribe temporarily assuming himself to be the deictic center, whereas in subjectively styled contracts objective intrusions may occur as a result of the contracting parties dictating to the scribe, and the scribe not modifying the personal references. There are also a couple of texts which display more extensive deictic alternations, which suggests that generic confusion between the two major types of stylization may have played a role. This study is based on all contracts contained within so-called ‘archives’ and focuses on the Roman period, a time during which both types of stylization were common.

Keywords: deictic shift, scribe, deictic center, contract, Greek, subjective style, objective style, Egypt

1 Introduction

‘Deictic shifts’¹ or shifts in perspective are a well-known phenomenon in Greek literary texts. For example, recent studies have explored the relationship between tense/aspect and point of view, paying close attention to the use of the imperfect tense instead of the more regular option, the aorist tense, for foregrounded events, bringing about a certain ‘perspectival effect’.² In the area of person deixis, scholars have observed that authors may suddenly switch from indirect to direct speech, on which occasion an interjected saying verb can often be found.³ The following is an example from Herodotus:⁴

- (1) γράψας ἐς βυβλίον τὰ ἐβούλετο, ἀλίην τῶν Περσέων ἐποιήσατο, μετὰ δὲ ἀναπτύξας τὸ βυβλίον καὶ ἐπιλεγόμενος ἔφη Ἀστυάγέα μιν στρατηγὸν Περσέων ἀποδεικνύναι. «νῦν τε,» ἔφη λέγων, «ὦ Πέρσαι, προαγορεύω ὑμῖν παρεῖναι ἕκαστον ἔχοντα δρέπανον (Hdt. 1.125.2)

“He wrote first on a paper that which he desired to write, and he made an assembly of the Persians. Then he unfolded the paper and reading from it said that Astyages appointed him commander of the Persians; ‘and now, O Persians,’ he continued, ‘I give you command to come to me each one with a reaping-hook’”. [tr. Macaulay]

Whereas in the first part of this fragment, Cyrus is referred to in the third person singular (ἐβούλετο, ἐποιήσατο, ἔφη) the narrator being the deictic center, in the second part of the

¹ For further discussion of deictic shifting, see e.g. Galbraith (1995); Segal (1995); McIntyre (2006:91-121). For an introduction to deixis in Ancient Greek, see e.g. Edmunds (2008) and Bonifazi (2014).

² See e.g. Bakker (1997); D’Alessio (2004); Aerts (2014); Bentein (2016).

³ See e.g. Maier (2012), with references.

⁴ I borrow this example from Maier (2012:122).

sentence, Cyrus is referred to in the first person singular (προαγορεύω). Deictic shifts of this type typically go in one direction, that is, from indirect to direct speech, although the reverse phenomenon is also attested, but much less frequently.

The aim of this article is to show that similar phenomena can be found in Greek documentary texts, contracts in particular, which have largely escaped scholarly attention.⁵ Focusing on person deixis, I will show that these texts sometimes contain sudden shifts from the first person to the third person or *vice versa*, which have so far been ignored by modern editors. Contrary to what is the case for Greek literary texts, I do not believe we are dealing with a conscious phenomenon: in literary texts, deictic shifts are considered a narrative technique,⁶ but for documentary texts, contracts in particular, this is difficult to maintain, since they had few if any aesthetic purposes.⁷ My argument will be that deictic shifts in Greek contracts should be related to the existence of two major types of stylization, referred to as 'objective' and 'subjective'. In the examples that I will bring forward in this article, we will see that it was sometimes hard to maintain one type of stylization consistently, either because of the presence of additional participants to the writing event (such as the scribe),⁸ or directly because of generic confusion between objectively and subjectively styled contracts.

Compared to literary texts, the occurrence of shifting person references in contracts is more extensive in nature, but less extensive in frequency: in documentary texts, the phenomenon is not limited to (in)direct speech, goes in both directions (that is, from first to third person and *vice versa*), and can often be found inside one and the same sentence.⁹ Since it is an unconscious phenomenon, however, it is also much less frequently attested, and harder to trace. My own observations are based on all contracts¹⁰ included in so-

⁵ For some interesting observations on variation in the greeting formula in *cheirographa*, see Jördens (2013), who uses the term 'hybride Cheirographa'.

⁶ See e.g. McIntyre (2006:94): 'shifting deictic centres across the course of a text (and thereby projecting a series of different deictic centres) is what draws readers into the narrative in question by allowing them to experience (albeit vicariously) events from various viewpoints'. Rajić (2008), on the other hand, connects it to orality, rather than literacy.

⁷ An interesting point of comparison in this regard is children's language, where switches between direct and indirect speech have been observed too. See e.g. Köder & Maier (2016).

⁸ For some recent work on scribes/notaries, see e.g. Vierros (2012); Kovarik (2014); Ast (2015).

⁹ Maier (2012:123-125) mentions a couple of examples of deictic shifting within a single report complement.

¹⁰ Most of the contracts come from Egypt, and all of them have been written on papyrus.

called ‘archives’,¹¹ focusing in particular on texts from the Roman period (I – IV AD), a time during which both subjectively and objectively styled contracts were common.

In a corpus of 637 contracts, I have encountered around fifty examples of divergent personal references, stemming from about twenty different texts (that is, three percent of the total corpus). I collected these examples using two, complementary methods: I first did close reading of all of the texts, and in a second stage went through the critical apparatus to see if I had missed anything that editors had previously noted. As we will see, divergent personal references (deictic shifts) are typically reflected in verb endings or pronouns; exceptionally, they are reflected through the use of personal names. In terms of diachrony, the phenomenon remains more or less stable throughout the entire period under analysis: most of the texts in which the phenomenon can be found come from the first and the fourth century AD, followed by the third and the second century AD. As we will see, many of the first-century examples (though not all) come from the archive of Kronion son of Apion head of the *grapheion*,¹² which is unsurprising, given that it contains one of the largest collections of contracts, with 112 texts. For the other centuries, the examples come from various well-known archives, such as those of Heroninus, Sacaon, Flavius Abinnaeus, Aurelius Isidorus, etc.

Not included in the analysis are divergent personal references which constitute simple ‘mistakes’. These are easily recognizable because they do not involve alternations between the first and third person (singular/plural), but rather between the first person singular and plural, between the first and the second person, etc. For an example of such a mistake,¹³ we can turn to P.Cair.Isid.98 (291 AD), a lease of land between three men of the village of Karanis, including Aurelius Isidorus, and a certain Aurelius [.]emerus. The document starts in the first person plural (βουλόμεθα μισθώσασθαι παρὰ σ[ο]ῦ “we wish to lease from you”), but this changes in line 15:

(2) ἐν τοῖς δέο[υσι] καιροῖ[ς] βλάβος μηδὲν **ποιῶν** καὶ μετὰ τὸν χρόνον **παραδώσω** σοι τὰς ἀρούρας ἀπὸ ἀναπαύματος, καὶ ἐπερωτηθεὶς **ὁμολόγησα** (P.Cair.Isid.98, ll. 14-17 (291 AD))

¹¹ Groups of texts that have been collected in antiquity for sentimental or other reasons. Cf. Vanderpe (2009).

¹² For further information on this archive, see <https://www.trismegistos.org/arch/archives/pdf/93.pdf>.

¹³ For similar examples, see e.g. P.Mich.5.351, l. 36 (44 AD); P.Babatha.22, ll. 15 & 16 (130 AD); P.Kron.34, l. 5 (134 AD); etc.

“... without causing any damage. At the expiration of the lease, I (sic) will surrender to you the arouras lying fallow. In response to the formal question, I (sic) have so declared.” [tr. Boak & Youtie]

Note the use of ποιῶν in the nominative singular, and the first person singular endings of the verbs παραδώσω and ὁμολόγησα. Rather than a true deictic shift, we seem to be dealing here with negligence from the part of the scribe: perhaps he was more used to composing documents in the first person singular. The editors, Boak & Youtie (1960: 349) consider the use of singular forms ‘strange, or perhaps only negligent’.

This article is structured as follows: in §2, I introduce the two major types of stylization that were common in contracts from the Roman period, called ‘objective’ and ‘subjective’; in §3, I discuss three major types of deictic shifts: objective intrusions in subjectively conceptualized texts (§3.1); subjective intrusions in objectively conceptualized texts (§3.2); and more elaborate deictic shifts (§3.3). I conclude the article in §4.

2 Two types of stylization: ‘objective’ vs. ‘subjective’

Greek contracts have been categorized in a variety of ways. Mitteis (1963:49-50), for example, distinguishes between *private* contracts (contracts which were not officially registered) and *public* contracts (officially registered contracts), and between *Zeugnis-urkunden* (testifying to an act, such as a loan which has been concluded) and *Dispositiv-urkunden* (establishing an act, such as a sale). Another common distinction is that between ‘unilateral’ and ‘bilateral’ contracts:¹⁴ whereas bilateral contracts such as marriage contracts outline the rights and duties of both of the contracting parties, unilateral contracts such as lease contracts are more focused on one contracting party (thus implying an asymmetry between the parties, and even revealing economic differences in their social status and economic power).

One of the most commonly referred to distinctions, however, is that between ‘objectively’ and ‘subjectively’ styled contracts: with the former type, the point of view of an objectively witnessing third party is adopted (thus causing a distancing effect),¹⁵ whereas with the latter type the perspective of the contracting parties themselves is maintained.¹⁶ Consequently, these two types of contracts display different person references: in

¹⁴ For this distinction, see Richter (2014:85).

¹⁵ Compare Widdowson (1993:21), who notes that ‘the third person is not associated with any positive participant role; it has a distancing effect and people referred to in this way are cut off from communication.’

¹⁶ Compare Zubin & Hewitt (1995:130-133) on objective and subjective perspectives in fictional narrative.

objectively styled contracts, the scribe or someone else forms the deictic center,¹⁷ and references to the contracting parties are in the third person.¹⁸ In subjectively styled contracts, on the other hand, the initiating contracting party forms the deictic center, and references are in the first and second person.

Due to its subjective perspective, the second type of contract, called χειρόγραφον, has a lot of similarities with the letter format.¹⁹ In accordance with the personal style, the initiating contracting party was also supposed to write the document with his own hand,²⁰ which was often, but not always, the case.²¹ By way of illustration, consider the following χειρόγραφον:

- (3) Αύρηλιώ Νεμεσίνω ἐξηγ[ητεύσαντι] βουλε[υ]τῇ Ἀρσινωιτῶ[ν] π]όλεω[ς] παρὰ Αύρηλίου Ἰσιδώρ[ο]υ Πτ[ολ]εμαίου μη(τρὸς) Ἡρωίδος ἀπὸ κώμης Καραν[ίδ]ος. **βούλομαι** μισθώσασθαι παρὰ **σοῦ** τὰς ὑπα[ρχού]σας **σοι** περὶ τῇ(ν) αὐτὴν κώμην ὀρι[οδ]ικ[τί]ας Κερκεσουχῶ(ν) σιτεικὰς ἀρούρ[ας] τέ[σ]σαρας ἢ ὅσας ἐὰν ᾧσι ἐπὶ χρόνον ἔτη τρ[ί]α ἀπὸ σπορᾶς τοῦ ἐνεστῶτος ἔτους ἐκφορίο[υ] τοῦ παντ[ό]ς κατ' ἔτος ἕκαστον πυροῦ ἀρταβῶν ἐνν[έα] ἢ μίσι[ο]υς, καὶ **ἐπιτελέσω** τὰ κατ' ἔτος τῶν ἀρ[ου]ρῶ[ν] ἔργα πάντα ὅσα καθήκει ἐκ τοῦ ιδ[ί]ου [τοῖ]ς δέουσι καιροῖς βλάβος μηδὲ ἐν ποιῶν, τῷ [δὲ κα]τ' ἔτος ἐκφόριον **ἀποδώσω** μηνὶ Παῦνι ἐφ' ἅλῳ μέτρῳ τετρα[χ]οινίκῳ τῶν δημοσίῳ(ν) πάντων ὄντων πρὸς **σαι** τὸν κτήτορα, καὶ μετὰ τὸν χρόνον **παραδώσω** τ[ὰς] ἀρούρας ἀπὸ ἀναπαύμα[το]ς καὶ καλ[άμ]ης ἐξ ἴσου. ἢ μίσθωσις κυρία, καὶ [ἐ]περω[τηθεῖς] **ὠμολόγησα** (P.Cair.Isid.100, ll. 1-19 (296 AD))²²

“To Aurelius Nemesinus, formerly exegetes, now councilor of the city of the Arsinoites, from Aurelius Isidorus, son of Ptolemaeus and Herois, of the village of Karanis. I wish to lease from you the four arouras sown in grain, or however many they may be, which belong to you in the vicinity of the same village, in the *horiodeiktia* of Kerkesoucha, for a period of three years from the sowing of the current year at an annual rent for the whole of nine and one-half artabas of wheat. I will perform all the yearly operations which are appropriate in connection with the arouras at my own expense and at the proper times without causing any damage. I will pay the annual rent in the month of Pauni on the threshing floor by the four-choinix measure, all public dues resting upon you, the owner; and at the expiration of the lease I will surrender the

¹⁷ The deictic center forms the vantage point from which deictic expressions are to be interpreted (see e.g. Zubin & Hewitt 1995). For an introduction to the phenomenon of deixis, see e.g. Levinsohn (2004), and with regard to Ancient Greek see esp. Edmunds (2008) and Bonifazi (2014). Bonifazi (2014:422) offers the following definition of deixis: ‘the linguistic phenomenon of deixis is associated with linguistic expressions that are semantically insufficient to achieve reference without contextual support.’

¹⁸ Whether such third-person references should be considered primarily ‘deictic’ or ‘anaphoric’ is a point of debate. McIntyre (2006:96-97) notes that ‘third person references are used by speakers for those people or entities who are prototypically neither sanctioned speakers nor addressees at the time of the speaker’s utterance.’ For the difference between (text-external) deixis and (text-internal) anaphora, see e.g. Bonifazi (2014).

¹⁹ See e.g. Mitteis (1963:55); Yiftach-Firanko (2008:325); Kovarik (2013).

²⁰ See e.g. Mitteis (1963:56); Wolff (1978:107-108); Yiftach-Firanko (2008:326).

²¹ In case of illiteracy, professional scribes could write the contract and report this at the end of the text. Especially in Late Antiquity, χειρόγραφα were written by professional scribes (so-called συμβολαιογράφοι) (Mitteis 1963:87).

²² Translations are my own, unless otherwise indicated. Relevant deictic references are indicated in bold.

arouras, half of them lying fallow and half after the stubble harvest. Let the lease be valid. In response to the formal question, I have so declared.” [tr. Boak & Youtie]

In this short contract, the landowner Aurelius Isidorus proposes to lease from the councilor Aurelius Nemesinus four *arourae* sown in grain. A ‘subjective’ point of view is adopted: Aurelius Isidorus, even though we know he was illiterate, refers to himself in the first person (βούλομαι, ἐπιτελέσω, ἀποδώσω, παραδώσω, ὁμολόγησα) and to his addressee in the second person (σοῦ, σοι, σαι).

In Late Antiquity, the subjective type of contract, which had already been very common in certain regions in the Roman period (such as the Oxyrhynchite nome),²³ came to dominate.²⁴ Having been in use since Ptolemaic times, its popularity can be explained in terms of its simplicity, as Yiftach-Firanko (2008:328) notes: the *cheirographon* did not necessitate the presence of witnesses or a state official, nor was it registered on a regular basis in a public archive. Moreover, one did not need to be a professional scribe to write a *cheirographon*, and the generic structure of this type of contract was also much more simple compared to other types of compositions.

3 Deictic shifts in Greek contracts

Following the distinction made above, in this section I discuss two major types of deictic shifts: objective intrusions in subjectively styled contracts, and subjective intrusions in objectively styled contracts. I conclude the section by discussing a number of documents in which more elaborate deictic shifts can be found, to the extent that it is difficult to say whether we are dealing with subjectively or objectively styled contracts. In the large majority of the examples discussed in this section, the textual status of the divergent personal references is certain, but where it is not this will be explicitly mentioned and discussed.

3.1 Objective intrusions

As mentioned in §2, in subjectively styled contracts, the initiating contracting party forms the deictic center, so personal references are in the first and second person. However, in various texts one finds objective ‘intrusions’, signaling a shift to a different deictic center. Such intrusions can be explained by the presence of a third party participating in the

²³ Cf. Yiftach-Firanko (2008:327).

²⁴ See e.g. Mitteis (1963:87); Palme (2009:369); Richter (2014:84).

writing event and assuming him/herself to be the deictic center. Although in principle a third party was excluded from *cheirographa*, which were supposed to be written in the hand of the initiating contracting party (the addressor), people often made use of a scribe (either a professional private notary or a literate acquaintance). In this case, a shorter account in one's own hand could be added to the main text written by someone else (the so-called *hypographè*), but in the case of completely illiterate people even the *hypographè* could be written by someone else.²⁵ For scribes, it must have been confusing to write in the first person, and not assume themselves to be the deictic center. As McIntyre (2006: 92-93) writes, 'the egocentric nature of language means that by default we assume ourselves to be at the deictic center of our world'.

A good example of an objective intrusion can be found in P.Mich.5.272 (45-46 AD), a contract of sale of part of a palm grove between Herakles, son of Panouris, and his wife Beris, daughter of Petearpsenesis. The opening phrase of this document, Ἡρακλῆς Πανούριος ὁμολογῶι πεπρακέναι τῇ συνούσῃ μοι ἐν[γ]ρ[άφως γυναικ]ὶ Βέρι Π[ετ]εαρψενήσιος κτλ. "I, Herakles, son of Panouris, acknowledge that I have sold to my wife Beris, daughter of Petearpsenesis, who lives with me in accordance with a written contract" immediately signals to the reader that Herakles forms the deictic center. At the end of the contract, however, we find a concluding statement which goes as follows:

(4) ἐφ' ᾧ μενὶ Βεσιμᾶτι Ἀπίωνος ἦν **ἐποίησεν** αὐτῷ προδοματικὴν μίσθωσιν τοῦ αὐτοῦ χρωνον τοῦ διὰ τῆς αὐτῆς προδοματικῆς μισθώσεως κυρίου καθὼς πρόκειται (P.Mich.5.272, ll. 9-10 (45-46 AD))

"On condition that there remain valid to Besimas (?), son of Apion, the lease with prepayment, which he made to him, for the said period of the lease with prepayment, as aforesaid." [tr. Husselman]

These lines stipulate that the existing lease of Herakles' part of the palm grove, which is held by a certain Besimas, son of Apion, shall continue in force until the date of its expiration. Quite surprisingly, ἐποίησεν, the subject of which is Herakles, is in the third, rather than the first person singular. An objectively witnessing third party has temporarily become the new deictic center, distantly referring to Herakles in the third person. Since this is the last line of the contract before the stipulation of Herakles' illiteracy, it seems likely that the scribe of the document, Heron son of Diodorus, has

²⁵ Cf. Yiftach-Firanko (2008:326).

temporarily assumed himself to be the new deictic center, instead of the person he was writing for.²⁶

Another example of an objective intrusion can be found in PSI.8.906 (45-46 AD), a contract of cession of land between Mysthas son of Acousilaus and Maximus son of Diodorus. Here, too, the opening line immediately signals a subjective point of view: Μυσ[θᾶς Ἀ]κουσιλάου Μακεδὼν τῶν κατοίκων ὁμολογῶι πα[ρ]ακεχωρηκέναι Μαξίμωι Διοδώρου κτλ. “Mysthas son of Acousilaus, Macedonian of the military colonists, I agree to have ceded to Maximus son of Diodorus etc.” In the middle of the document, however, we read the following:

(5) ὑπὲρ ὧν καὶ **ἐπιτελεσι** τὰς καθηκούσας τῆς εἰς τὸν Μάξιμον μεταειπιγραφῆς καὶ παραχωρήσεως διὰ τοῦ [τῶν] κατοικι[κῶ]ν καταλοχισμῶν λογιστηρίου. καὶ **ἀπέχωι** παρὰ τοῦ Μαξίμου τὸ ἐσταμένον ἀργυρικὸν παρακρητικὸν πᾶν κεφάλειον παρακρημα διὰ χιρὸς ἐξ οἴκου] καὶ **βεβαι[ώσ]ω** τοῖς κατὰ τὴν παραχώρησιν ταύτην πάσῃ βεβαιώσει (PSI.8.906, ll. 6-8 (45-46 AD))

“And he (I) shall draw up the customary documents for the transfer and cession to Maximus through the office of catoecic records. And I have received from Maximus all the established sum of money for the cession immediately, from hand to hand, out of the house, and I guarantee the conditions of this cession with every guarantee.” [tr. Husselman]

The personal endings of the verb ἐπιτελεσι signal a deictic shift from the perspective of Mysthas to that of a third party. This shift is very brief: only one line later, the default, subjective perspective is again adopted, with verb endings in the first person singular (ἀπέχωι; βεβαι[ώσ]ω). The third party is the scribe of the document, Maron son of Chresimus, who has written on Mysthas’ behalf. Interestingly, a duplicate of this contract exists, P.Mich.5.273, in which ἐπιτελέσωι (first person) is used instead of ἐπιτελεσι. Since the latter text is an official copy, it seems that the deictic slip contained in the first version was later on corrected.

While in both of the above-discussed examples, an objective intrusion is made through the verb form, this is not always the case. Divergent personal references can also be made through personal and reflexive pronouns, and personal names. An example with personal pronouns can be found in P.Oxy.2.269 (57 AD), a contract of loan of 52 silver drachmae between Dioscorus son of Zenodorus and Tryphon son of Dionysius. The opening line,

²⁶ As Husselman indicates in her edition of this papyrus, several letters inside ἐποίησεν are not well visible. Since ἐποί- and the final -ν are certain, however, there is little doubt that we are dealing with a verb in the third person.

ὁ[μ]ολογ[ῶ] ἔχει]ν παρὰ σοῦ ... ἀργ[υ]ρίου Σεβαστ[οῦ νο]μίσματος δρ[αχ]μὰς πεντήκοντα δύο κτλ. “I acknowledge the receipt from you ... of the sum of 52 silver drachmae of the Imperial coinage”, explicitly indicates a subjective perspective, but in the middle of the document one finds an objective intrusion:

(6) ἐὰν δὲ μ[ὴ] ἀπ[οδ[ῶ]ι καθὰ γέγραπται ἐκτείσω σοι τ[ὸ] π[ρ]ο[κ]είμενον κεφ[άλ]αιον μεθ’ ἡμισολίας καὶ τοῦ ὑπερπεσόντος χρ[ό]νου τοὺς καθήκοντας τόκους, τῆς πράξεώς σου οὔσης ἔ[κ τ]ε ἐμοῦ καὶ ἐ[κ] τῶν ὑπαρχόντων αὐτῶι πάντων καθάπερ ἐγ δίκης (P.Oxy.2.269, ll. 8-12)

“If I do not repay you in accordance with this agreement, I will forfeit to you the aforesaid sum with the addition of one half, with proper interest for the overtime, for which you are to have the right of execution upon me and upon all my property, as if in accordance with a legal decision.” [tr. Grenfell & Hunt]

Note the shift from first- and second-person references (ἀπ[οδ[ῶ]ι, ἐκτείσω, σοι, σου, etc.) to a third-person reference (αὐτῶι) in one and the same sentence, signaling the adoption of a third person perspective, that of the scribe responsible for this document. It is interesting to observe that the deictic shift occurs in a formulaic phrase, stipulating that the addressee’s right of execution. Since this formulaic phrase occurred both in subjectively and objectively styled contracts,²⁷ it may have contributed to the confusion in perspective.

In one exceptional example, an objective intrusion is made through the use of a personal name. P.Mich.5.300 (I AD) is a contract of sale between Phasô’s son of Phasô’s and Orsenouphis son of Horouanchis. The opening line of the document, Φασῶς Φασῶτος Πιοῦτος μητρὸς Θασῶτος ὁμολογῶι πεπρακαίνει κτλ. “I Phasô’s son of Phasô’s son of Pious, my mother being Thasô’s, agree that I have sold etc.” makes clear that Phasô’s himself forms the deictic center. Towards the end of the contract, however, when Phasô’s writes that his three children approve with the sale, we read εὐδοκοῦσι οἱ υἱὸι μου Ἀρμιῦσις καὶ Θαῆσις καὶ Θενπασῶς οἱ τρεῖς Φασῶτος “my three children, Harmiysis and Thaesis and Thenpasô’s, the three of them of Phasô’s, agree” (ll. 9-10). Phasô’s here expresses twice the same fact, namely that Harmiysis, Thaesis and Thenpasô’s are his children. He does so, however, from two different perspectives: first, from his own, subjective perspective (μου), and then again from an objective perspective, referring to himself in the third person (Φασῶτος). Perhaps this objective intrusion should, again, be

²⁷ Compare e.g. P.Mich.3.191, ll. 25-26 (60 AD) for an objective formulation.

attributed to the presence of a third party writing the document, the scribe Harmiysis. Alternatively, this may be a conscious addition, through which Phasô's emphasizes that all three children are, indeed, his own.

The objective intrusions we have discussed so far all involve the initiating contracting party (the addressor), who is referred to in the third person singular instead of the first person singular. A number of texts show, however, that objective intrusions can also affect the addressee of the document, who, through the same cognitive process (that is, the scribe temporarily assuming himself to be the deictic center), is referred to in the third person singular. One such example can be found in P.Cair.Isid.97 (308 AD), a loan of one hundred artabas of beans between seven men, including the landowner Aurelius Isidorus, and a certain Achilles. The document is composed in the subjective style, as indicated by the opening line ὁμολογοῦμεν ἔχειν παρὰ σοῦ τὰς τοῦ φα]σήλου ἀρτά[βας] ἑκατὸν ἅσπερ ἐπ[ά]ναγ]κον ἀπ[ο]δώσομεν κτλ. "we acknowledge that we have received from you the hundred artabas of phaselus beans which we will necessarily return etc.". Two lines later, however, we find the following stipulation:

(7) καὶ ἐπὶ τῆς ἀπαιτήσεως γείνεσθ[α]ί [σοι τῶν ὀφ]ελομέν[ων πρ]ᾶξιν ἕκ τε ἡμῶν ἢ ἐξ οὗ ἡμῶν ἐὰν ἐρῇται κατὰ τὸ τῆς ἀλλήλεγγυῆς δίκαιον καὶ ἐκ τῶν ὑπαρχόντων μου πάντων καθάπερ [ἐκ δίκης (P.Cair.Isid.97, ll. 11-14)]

"You shall have the right of execution on demand for the debt against us or any one of us whom you choose, in accordance with the law of mutual surety, and against all my (sic) property, as if in consequence of a court decision." [tr. Boak & Youtie]

This passage is quite remarkable: the sentence starts with first- and second-person references ([σοι, ἡμῶν, ἡμῶν]), then shifts to the third person (ἐρῇται) in the relative clause, assuming a new deictic center, and then again to the first person (μου), again adopting the default deictic center. Contrary to our two previous examples, ἐρῇται does not refer to the initiating contracting party, but to the addressed contracting party, Achilles, who is not referred to from the point of view of the addressors, but rather from that of the scribe, Aurelius Demetrius son of Besarion.

As may be clear by now, scribes play a central role when it comes to objective intrusions in subjectively styled contracts. Usually, the scribe remains in the background (except for a statement at the end of the document indicating responsibility for writing), but in one contract he comes to the fore more explicitly, since he is the husband of one of the parties. P.Mich.5.350 (37 AD) is a contract of release of claims between a certain Arsinoe and her

parents Heracleides the younger and Ptolema daughter of Herodes. Contrary to our previous examples, this document is actually composed in the objective style: the opening line reads ὁμολογεῖ Ἀρσινόη Ἡρακλείδου... τοῖς ἑαυτῆς γονεῦσι Ἡρακλείδῃ νεωτέρῳ Μάρωνος ... καὶ τῇ τούτου γυναικὶ μητρὶ δὲ τῆς Ἀρσινόης Πτολέμα Ἡρώδου... ἐξίστασθαι αὐτοῖς πάντων ὧν ἔχουσι κτλ. “Arsinoe, daughter of Heracleides ... acknowledges to her own parents, Heracleides the younger, son of Maron ... and his wife, the mother of Arsinoe, Ptolema, daughter of Herodes ... that she resigns to them all the property which they have etc.”. At the end of the document (ll. 22-35), however, we find a paraphrase in a second hand, in which Arsinoe becomes the deictic center, and everything is composed in the first person. The passage is not entirely consistent, however:

(8) Ἀρσιν[όη] Ἡρακλείδου μετὰ κυρίου **έμοῦ** τοῦ **έαυτῆς** ἀν[δ]ρὸς Λυσιμάχου τοῦ Λυσιμάχου ὁμολογῶ ἐξίστασθαι τοῖς προγεγραμμέν[οι]ς **μου** γονεῦσι Ἡρακλείδῃ νεωτέρῳ Μάρωνος καὶ τῇ μητρὶ Πτολέμα Ἡρώδου πάντων ὧν ἔχουσι ... διὰ τ[ὸ] ἀρκεῖσθε **με** ἐπὶ τῶν προσενηνεγμένων **μοι** ὑπὸ τῶν προγεγραμμένων **μου** γονέων Ἡρακλείδου καὶ Πτολέμας δι’ ὧν **έχω** συγγραφῶν γαμικῶν πρὸς **έμέ** τὸν ἄνδρα Λυσίμαχον Λυσιμάχου, ἀλλὰ καὶ τὸν ἐπελθόντα ἢ ἐνκαλέσαντα τῷ Ἡρακλείδῃ ἢ τῇ Πτολέμα [ἢ] τοῖς αὐτῶν ἀρσεν[ικοῖ]ς τέκνοις [έ]κ τοῦ **έμοῦ** **τῆς Ἀρσινόης** ὀνόματος **έαυτῆν** Ἀρσινόην ἐκδικήσιν τοῖς ἰδίῳις δαπανήμασι (P.Mich.5.350, ll. 22-31 (37 AD))

“I, Arsinoe, daughter of Heracleides, with my guardian, my husband Lysimachos, son of Lysimachos, acknowledge that I have released to my aforesaid parents, Heracleides the younger, son of Maron, and my mother, Ptolema, daughter of Herodes, any claim to all the property which they hold ... because I am satisfied with the dowry given me by my aforesaid parents, Heracleides and Ptolema, through the marriage contracts which I have with my husband Lysimachos, son of Lysimachos. But I, Arsinoe, shall at my own cost and expense prosecute anyone who proceeds or brings any charge against Heracleides or Ptolema or their male children in the name of me, Arsinoe.” [tr. Husselman]

While the majority of the personal references are in the first person, referring to Arsinoe (έμοῦ, μου, με, μοι, etc.), they are not consistently so: we also find third-person references such as ἑαυτῆς, τῆς Ἀρσινόης, and ἑαυτήν.²⁸ In line with our previous examples, I would argue that all of these objective intrusions can be attributed to the appearance on the scene of Arsinoe’s husband, Lysimachus, who seems to have been responsible for the entire paraphrase (at the end of the document it is stated that Lysimachus wrote on behalf of his wife). Quite noticeably, Lysimachus introduces himself as a second deictic center: in line 29, he explicitly writes πρὸς έμέ τὸν ἄνδρα Λυσίμαχον Λυσιμάχου. It is the adoption of not one but two deictic centers which leads to bizarre phrases such as μετὰ κυρίου έμοῦ

²⁸ Note that some of the letters of this last form are not clearly visible. Based on -υτήν and the fact that two letters precede, the reading seems pretty secure.

τοῦ ἑαυτῆς ἀν[δ]ρὸς Λυσιμάχου (l. 22) and [ἐ]κ τοῦ ἐμοῦ τῆς Ἀρσινόης ὀνόματος (l. 30). All of this is cleverly avoided in Husselman's translation, who consistently translates from the point of view of Arsinoe.

3.2 Subjective intrusions

Deictic shifts are not limited to subjectively styled contracts. In objectively styled contracts, one observes the reverse phenomenon: despite the adoption of a third-party perspective, subjective references sometimes intrude. How to explain such intrusions? My hypothesis is that these intrusions, too, are grounded in scribal practice, but through a different mechanism than is the case with objective intrusions. Much more so than with subjectively styled contracts, it was the norm for objectively styled contracts to be composed by scribes, who could write from a natural vantage point, that is, assuming themselves to be the deictic center. That first- and second-person references nevertheless intrude can be related to the process of composition: perhaps the contracting parties dictated to the scribe assuming their own point of view, and this left some traces in the final text, or perhaps the scribe recapitulated the terms of the contract to the illiterate contractors, and then wrote down what he just said. Based on the limited evidence we have, the former explanation, that is, the contracting parties dictating to the scribe, may be considered the more plausible one, since the scribe recapitulating the terms of the contract would illicit second-person pronouns, and these are absent from the corpus, as the following examples show.

A contract in which more or less the same subjective intrusion occurs repeatedly is P.Mich.5.326 (48 AD), a contract of division of property between five brothers and a sister of the property they inherited from their parents, Heracleides son of Maron and Ptolema daughter of Herodes. The opening line, ὁμολογοῦσιν ἀλλήλοις Ἡρακλείδης καὶ Μάρων καὶ Ἡρώιδης καὶ Δίδυμος καὶ Ἡρακλείδης ὃς καὶ Λούρις καὶ ἡράκλεια οἱ ἕξ Ἡρακλείδου ... διεῖρησθαι πρὸς ἑαυτοὺς κτλ. "Herakleides and Maron and Herodes and Didymos and Herakleides, also called Lourios, and Herakleia, the six children of Herakleides ... acknowledge that they have divided among themselves etc." indicates an objective, third-person perspective. Later on in the text, however, we find passages such as the following:

(9) τὸν μὲν Ἡρακλείδην λελογχέναι εἰς τὸ ἐπιβάλλον **αὐτῷ** μέρος τὰς \προ/μεμερισμένας **αὐτῷ** ἔτι πάλαι ὑπὸ τοῦ πατρὸς **[Ἡ]μῶν** Ἡρακλείδου νεωτέρου τοῦ Μάρωνος εἰς πρεσβυτερίας λόγον τὰς περὶ τὴν προκειμένην κώμην Κερκεσῆφιν κλήρου κατοικικοῦ (ἀρούρας) ς ἢ ὅσαι ἂν ὥσι ἐν μιᾷ σφραγεῖ[δι] πρότερον Σαμβᾶτος τοῦ Ἀκουσιλάου (P.Mich.5.326, ll. 10-12)

“And they agree that Herakleides has received as his portion the 6 arourai, or as many as there may be, in one parcel, of a catoecic allotment formerly the property of Sambas, son of Akousilaos, near the aforesaid village of Kerkesephis the arourai having been given to him as his share previously by our father Herakleides the younger, son of Maron, on account of his being the eldest.”

Whereas initially third-person references are maintained for one of the brothers, Heracleides (αὐτῷ), the siblings as a group are subsequently referred to in the first person plural (τοῦ πατρὸς [ἡ]μῶν Ἡρακλείδου). Since the same sort of subjective intrusion occurs repeatedly throughout the document (so l. 3: τον ὑπαρχοντα **ἡμεῖν** περὶ μὲν κώμην Τεπτύνιν κλήρου κατοικικοῦ ἀρο(ύρας) κη ἐν δυσὶ σφραγεῖσι; l. 7: τὰ ὑπάρχοντα **ἡμεῖν** πατρικὰ δουρικὰ σώματα πέντε; l. 8: τὰ ὑπάρχοντα **ἡμεῖν** μητρικὰ δουρικὰ σώματα δέκα τρία; l. 47: ἐκ τοῦ ἐπιβάλλοντος τῷ τετελευτηκότι **ἡμῶν** πάντων ἀδελφῷ Λυσᾶτι), and since this contract contains a long summary of property held by the parents/siblings, it seems likely that these intrusions are due to the contractors dictating to the scribe, who maintained their perspective in the final text.

Another example is P.Mich.5.259 (33 AD), a contract in which Heracles son of Chaeremon cedes to Chaeremon son of Horion five *arouras* of catoecic land. As the acknowledgment phrase indicates, ὁμο[λογεῖ Ἡρακλῆς Χαϊρήμων]ος ... Χαϊρήμωνει τῷ καὶ Ὀννώφ[ρ]ι Ὀρίωνος ... παρακεχωρηκέναι αὐτ[ῷ] κτλ. “Heracles son of Chaeremon acknowledges to Charemon also called Onnophris son of Horion that he has ceded to him etc.”, a third party forms the deictic center. Immediately after the acknowledgment phrase, however, we read the following:

(10) **ὁμο[λογεῖ Ἡρακλῆς ... παρακεχωρηκέναι αὐτ[ῷ] Ὀννώφρ[ι] ὥστε αὐτ[ῷ] καὶ ἐκγώνοις αὐτοῦ καὶ τοῖς παρὰ αὐτοῦ εἰς μετεπιγραφὴν, ἀπὸ τῆς ἐνεστώσης ἡμέρ[ας] ἐπὶ τὸν [ἄ]παντα χρόνον, ἀπὸ τοῦ ὑπάρχοντος μο[ι] περὶ Τεβτύνει κλήρου κατυκικοῦ ἀρούρας πέντε** (P.Mich.5.259, ll. 1-6 (33 AD))

“Herakles ... acknowledges ... that he has ceded to Onnophris, to him and to his heirs and assigns, for transfer, from the present day forever, from the catoecic allotment that belongs to him near Tebtynis, five arourai.” [tr. Husselman]

Heracles’ catoecic allotment is referred to in the first person singular (τοῦ ὑπάρχοντος μο[ι]), that is, from a subjective, rather than an objective point of view. Since it is explicitly mentioned at the end of the contract that Heracles is illiterate, this subjective intrusion must be attributed to the scribe, who unconsciously adopted a first- rather than a third-person perspective, most likely stimulated by Heracles dictating.

Another such example can be found in a fourth-century document, P.Sakaon.65 (328 AD), also a contract of loan, between Aurelius Sacaon son of Satabous and Ammonius son of Allion on the one hand, and Flavius Arion on the other. This document, too, is composed in the third person, as indicated by the opening phrase ὁμολογοῦσιν Αὐρήλιοι Ζακαῶν Σαβοῦτος ... καὶ Ἀμμώνιος Ἀλλίωνος ... ἀμφοτέρω ἀπὸ κώμης Θεαδελφείας, ἔχειν παρὰ Φλαυίου Ἀρίωνος κτλ. “Aurelius Sacaon son of Satabous and Aurelius Ammonius son of Allion, both from the village of Theadelpheia, agree that they have from Flavius Arion etc.”. Again, however, we notice a deictic shift towards the end of the document:

- (11) ἔαν δὲ τὴν ἀπώδ[ωσιν] [μ]ὴ **π[οιήσωνται]** τῇ [προθεσμίᾳ] ἐξακολ[ου]θῇ [τὸν ἐστάμενον μεταξὺ **αὐ[τῶν]** τόκον, κα[ὶ] ἐπὶ τῇ[ς] ἀ[παι]τήσεως γενο[μ]ένη[ς] τῆς πράξεως] ἔκ τε **ἡμῶν** καὶ ἐκ τῶν ὑπαρχ[όν]των **ἡμῶν** πάντων [καθά]περ [ἐ]κ δίκης (P.Sakaon.65, ll. 12-18 (328 AD))

“... and that should they not make repayment by the appointed day, the interest agreed upon between the two parties will accrue, and that on formal demand he is to have the right of execution both upon us and upon all our property, as one does when bringing a case.” [tr. Parassoglou]

In the beginning of this sentence, an objective perspective is still maintained, the contracting parties being referred to in the third person (**π[οιήσωνται]**; **αὐ[τῶν]**). In the second part of the sentence, however, there is a sudden deictic shift, the initiating contracting party becoming the deictic center, with references in the first person plural (**ἡμῶν**; **ἡμῶν**). Again, this is a fairly simple and short contract, and there is no explicit statement that the members of this party are illiterate. We know from elsewhere, however, that Aurelius Sacaon was, in fact, illiterate, and the cursive handwriting of the text gives a rather professional impression. It seems therefore likely that the scribe of the text erroneously adopted the perspective of Aurelius Sacaon and Aurelius Ammonius. That the phrase in which the deictic shift occurs is formulaic in nature and could be either objectively or subjectively formulated, as we have seen in §3.1., may have contributed to the confusion in perspective.

While in all of the examples mentioned above, the first-person intrusions refer to the addressor/initiating contracting party, this is not always the case. P.Grenf.2.71 (244-248 AD) contains a (partly fragmentary) cession of property by a certain Petechon to his sons Petosiris and Petechon. The contract is composed in the first-person perspective of the father, Petechon, as the acknowledgment makes clear: Πετεχῶν Πετοσίριος ... Πετοσίριος Πετεχῶντος μητρὸς Σενανούφιος καὶ Π[ετ]εχῶντι ἄδε[λ]φῳ μητρὸς [Τ]ιμούθιος ... υἱοῖς

μου χαίρειν. ὁμολογῶ χαρίζεσθαι ὑμῖν κτλ. “Petechon son of Petosiris ... to Petosiris son of Petechon, his mother being Senanouphis, and to Petechon his brother, his mother being Timouthis, my sons, greetings. I acknowledge to cede to you etc.”. At the end of the contract, there is a stipulation in which Petechon senior notes that his sons agree with everything that is written down in the contract:

(12) ... διὰ τὸ οὕτως **μο[ι]** δεδόχθαι. **προσομολογοῦσιν** δὲ καὶ οἱ προκείμενοι υἱοὶ Πετοσιρικ[αῖ] Πετεχῶν εὐδοκεῖν πᾶσι τοῖς ἐνκεγραμμένοις καὶ μὴ μετελεύσεσθαι **αὐτοὺς** περὶ μηδενὸς ἀπλῶς, μηδὲ ἐξέστω **ἡμῖν** προσενεγκῖν γράμματα ἐξ ὀνόματος τοῦ πατρὸς **ἡμῶν** κατὰ τῶν ὑπαρχόντων (P.Grenf.2.71, 2, ll. 6-10 (244-248 AD))

“... since it has been so decided by me. And the above-mentioned sons Petosiris and Petechon agree to consent to everything that is written down and they will not prosecute about nothing, and let it not be possible to us to bring forth letters in the name of our father against the present arrangement.”

At the start of this passage, Petechon still clearly forms the deictic center: μο[ι] refers to himself, and his sons are referred to in the third person (προσομολογοῦσιν; αὐτοὺς). In the second part of the second sentence, however, a deictic shift occurs: Petechon junior and Petosiris are now referred to in the first person (ἡμῖν; ἡμῶν), and have become the new deictic center. This deictic shift, which continues in the following lines (ll. 10-15), can clearly be related to the introduction of Petechon senior’s sons, with the scribe, Aurelius Basilides, now adopting their perspective, stimulated, perhaps, by the sons dictating.

An alternative explanation for the occurrence of subjective intrusions in objectively styled contracts would be that the initiating contracting party (the addressor) is also the person responsible for writing the text. Some evidence for this explanation may be found in P.Stras.3.143 (III AD), a contract of loan between a certain Heracleides and the Alexandrian councilor Lucius Aurelius Posidonius. The entire document is composed in the objective, third-person style, the opening phrase being [ὁμολογεῖ Ἡρακλείδης ... Λουκίῳ Αὐρηλίῳ Π[οσιδ]ωνίῳ ... ἔχειν παρ’ αὐτοῦ κτλ. “Heracleides acknowledges to Lucius Aurelius Posidonius that he has from him etc.”. At the end of the document, however, we encounter the following stipulation:

(13) γινομένης τῆς πράξεως **τῷ Ποσιδωνίῳ** ἔκ τ’ **ἐμοῦ** καὶ ἐκ τῶν ὑπαρχόντων **μοι** πάντων καθάπερ ἐγ δίκης (P.Stras.3.143, ll. 19-23 (III AD))

“The right of execution being for Posidonius both upon me and upon all my property, as when bringing a formal case.”

At the beginning of this sentence, Lucius Aurelius Posidonius is still mentioned in the third person. Afterwards, however, a deictic shift takes place, Heracleides becoming the deictic center (έμοῦ; τῶν ὑπαρχόντων μοι). As this is a relatively short and simple contract, and it is not explicitly mentioned that Heracleides was illiterate or that anyone has written on his behalf, Heracleides himself may have drawn up the document himself, momentarily referring to himself in the first person singular.

3.3 More elaborate deictic shifts

In §3.1 and §3.2, we have seen how a dominant subjective or objective perspective can be subtly shifted by the introduction of personal pronouns or personal endings which indicate a different type of perspective. In a number of texts, however, deictic shifts are much more elaborate, to the extent that it becomes unclear whether a text is objectively or subjectively styled. The existence of such texts may suggest that the reasons that I have suggested so far for objective/subjective intrusions should be expanded. Another factor that I would like to suggest in this context is generic confusion: literate people with little experience in contract writing may have been aware of the existence of two types of stylization, but unable to consistently maintain one of these two types. This could be compared to what is known as ‘syntactic blending’,²⁹ whereby two syntactic constructions are intermingled, but at a higher level of processing.

Evidence for this can be found in P.Oxy.45.3260 (323 AD), a contract of lease between Gaianus son of Ammonius and Leonides son of Theon:

- (14) [το]ῖς [][ά]ποδιχθησομένοις ὑπάτοις τὸ γ. **έμισθωσεν** Γαιανὸς Ἀμμωνίου ἀπὸ έποικίου Χουτῆ ς πάγου τοῦ Ὁξ(υρυγχίτου) νομοῦ Λεωνίδη θέωνος ἀπὸ τῆς λαμ(πρᾶς) καὶ λαμ(προτάτης) Ὁξυρυγχειτῶν πόλεως πρὸς μόνον τὸ ένεστὸς ιη ις η έτος ἀφ’ ὧν **έχομεν** ἐν μισθῶσει περὶ κώμην Ἀντιπέρα Πέλα ἀρούρας ἕξ (γίνονται)(ἄρourαι) ς εἰς σποράν λινοκαλάμης ἐφ’ ᾧ ἀντὶ φόρου ἔχειν **σέ** τὸν μεμισθωκῶτα τὸ τρίτον μέρος τῆς περιγινόμενης λινοκαλάμης **κάμῃ** δὲ τὸν μεμισθωμένον τὸ λοιπ[ὸν μέρος ἔχειν,] **έμοῦ** τοῦ Λεωνίδου[- ca.10 -] τὰ σπέρματα ἀκίνδυνα [παντὸς] κινδύνου τῶν τῆς γῆς δημοσίων] ὄντων πρὸς τὸν μεμισθ[ωκῶτα] κυριεύοντα τῶν καρπῶ[ν ἕως τὸ] τρίτο[ν] μέρος ἀπολάβης. β[εβαιου][μέν]ης δὲ τῆς μισθώσεως [έπάναγ][κ]ες **ἀποδώσω** [τὸ τρίτο]ν μέρ[ος ἐν τῷ] [κ]αιρῷ ἀνυπερθέτως γινο[μένης **σοι**] [τ]ῆς πράξεως παρὰ τε **έμοῦ** [ὡς καθήκει.] (P.Oxy.45.3260, ll. 1-23 (323 AD))

“Under the consuls to be designated for the 3rd time. Gaianus, the son of Ammonius, from the hamlet of Choute in the 6th (?) district of the Oxyrhynchite nome, leased to Leonides, the son

²⁹ See e.g. Fay (1982:165): ‘a blend occurs when a speaker has in mind simultaneously two ways of expressing the same message. Instead of one or the other expression being used, they are combined in some way to give a new, synthesized utterance that does not match exactly either of the intended expressions’. For Ancient Greek, see e.g. Bentein (2015), who discusses constructions such as ἵνα/ὅπως with the infinitive.

of Theon, from the glorious and most glorious city of the Oxyrhynchites for the current 18th, 16th, and 8th year only from those which we hold on lease around the village of Antipera Pela, six arouras, that is 6. ar., for the sowing of flax, on condition that, instead of money rent, you the lessor receive the one-third portion of the resulting flax crop and I the lessee receive the remaining portion - I, Leonides, [taking] the seed, being guaranteed against risk, the taxes on the land devolving upon the lessor who retains possession of the crop until you take the one-third portion. If the lease is confirmed, of necessity I will pay over the one-third portion at the appropriate time without delay, you having the right of execution upon me as is proper.” [tr. Bowman *et al.*]

This document starts out as an objectively styled *misthosis*, with ἐμίσθωσεν in the third person singular. Starting from line 7, however, a deictic shift occurs, ‘quickly and bewilderingly’, as the editors note.³⁰ Everything is now written from the perspective of the contracting parties themselves, rather than that of an objectively witnessing third party. We now find first and second person singular pronouns (σέ; κάμἐ; ἐμοῦ; σοι; ἐμοῦ), and verbs in the first person (ἔχομεν; ἀποδώσω).³¹ Much more so than in our previous example, we see here confusion between the two major types of stylization. Since Gaianus explicitly indicates that he is illiterate, such confusion must be assigned to the scribe responsible for the document, a certain Epimachus.

Another example from the fourth century is P.Abinn.60 (346 AD), a contract of sale between the soldier Flavius Elias and the *praefectus alae* Flavius Abinnaeus:

(15) προσ[ε]φώνησε[ν] καὶ ὠμολόγη[σ]εν Φλ[α]ούιος Ἡλείας στρατι[ώ]της ἀναφερόμε[νος] ἐν κάστροις Διον[υ]σιάδ[ος] ὑπὸ Ἀ...ῦ ἐπάρχον ἀπὸ ὁ[φ]φ[ι]κίου καινοῦ πεπρακ[μέν]αι τῷ Φλαουίῳ Ἀ[β]ινναίῳ τὰς ὑπο[κ]ε[ι]με[ν]αὶ βόες τὸν ἀριθμ[ὸ]ν δύο, τελίας, ἡ μ[ι]ὰ μὲν μέλανην ὀνόματι Σαλε[...], τὴν δὲ ἑτέραν φυρὰν ὀνόματι Τειαιαί καὶ ἀπέσχον παρὰ [σ]ου τὴν συμπεφωνηθεῖσα[ν] μετοξὺ [ῆ]μῶν ἀλλήλων τιμὴν ἀργυρίου κεφαλῆου Σεβαστῶν νομίσματος τάλαντα χίλια δακόσια, (τάλαντα) Ἀσ, ἐκ πλήρους [δ]ιὰ χειρὸς καὶ βεβαιῶ πάσει βεβαιώσι ἀπὸ παντὸς τοῦ ἐπελευσομένου ἢ ἐμποιοισμένου. τὰς δὲ βόαις ἐντεῦθεν παρέλαβεν ὁ πριάμενος Ἀβίνναιος ταύτας τοιαύτας ἀναπορίφους. ἡ πρᾶσις κυρία καὶ ἐπερωτηθεῖς ὠμολόγησα (P.Abinn.60, ll. 1-24 (346 AD))

“Flavius Elias, soldier seconded to the camp at Dionysias under ... ex-prefect, (or, ex-prefects) of the *officium novum*, declared and agreed that he has sold to Flavius Abinnaeus the cows hereafter mentioned, two in number, perfect, one black, Sale...u by name, the other dirty-coloured (?), Teeiaei by name, and I have received from you the price agreed between us, the capital sum of twelve hundred talents, tal. 1200, of silver of the imperial currency, in full, hand down. And I warrant the sale with full warranty against any person who questions it or lays claims against it. The purchaser Abinnaeus has taken the cows away from here such as they are, irrevocably. The sale is valid, and when asked the formal question I have signified my agreement.” [tr. Bell]

³⁰ Bowman *et al.* (1977:139).

³¹ It is noteworthy that ἔχομεν is in the first person plural. Maybe Gaianus is referring to his family?

With the third-person verbs προσ[ε]φώνησε[ν] καὶ ὠμολόγη[σ]εν and the second contracting party being addressed in the third person (τῷ Φλαουίῳ Ἀ[βι]νναίῳ), this text clearly starts from an objective perspective. In l. 9, however, which technically still forms part of the same sentence, the perspective suddenly shifts: Flavius Elias becomes the new deictic center (ἀπέσχον; [σ]ου; [ἡ]μῶν; βεβαιῶ; ὠμολόγησα). This sequence is, however, briefly interrupted for another objective statement, παρέλαβεν (ll. 19-20). Such confusion between perspectives must be attributed to the scribe of the document, the veteran Flavius Venaphrius, who evidently was not a professional scribe.

Another example is P.Mich.5.352 (46 AD), a subscription to a contract in which the sisters Thenmenches and Thaesis agree to a third sister, Soeris, that they relinquish their claims to property given to Soeris as a marriage portion, in return for money:

(16) Θενμενχῆς καὶ Θαῆσις αἱ δύο Ἀκήους μετὰ κυρίων ἐκατέρων τῆς μὲν Θενμενχῆς τοῦ αὐτῆς υἱοῦ Ὠρου τοῦ Ἀρμιύσιος καὶ τῆς Θαῆσις τοῦ ἀνδρὸς Ὀννώφριος τοῦ Νεφερῶτος **ὁμολογοῦμεν** ἐκξισασθαι τῇ προγεγραμμένῃ **ἡμῶν** ὁμοπατρίῳ καὶ ὁμομητρίῳ ἀδελφῇ **Σοήρι** περὶ τῶν προσενηνεγμένων **αὐτῇ** ὑπὸ τῆς μητρὸς ἡμῶν τῶν τριῶν Σοήρεως τῆς Πατῦνις ἔτι περιουσα οἰκοπέδων **αὐτῆς Σοήρεως** πάντων ἐν Τεβτύνει καὶ ἐπιπλῶν καὶ ἐνδομενῆας καὶ ἐνοφιλομένων δι' ἧς **ἔθου** πρὸς τὸν ἀνδρὸς **σου** Εὐτυχον Σωτηρίχου συγγραφῇ τροφιτιδὶ τῷ ἐνεστῶτι ἔκτω ἔτει Τιβερίου Κλαυδίου Καίσαρος Σεβαστοῦ Γερμανικοῦ Αὐτοκράτορος μηνὶ Νέῳ Σεβαστῷ ἔκτῃ διὰ τοῦ αὐτοῦ γραφίου, καὶ μὴ ἐπελεύσεσθαι μηδὲ τοὺς **παρ' ἡμῶν** ἐπὶ τὴν προγεγραμμένην **Σοῆριν** μηδ' ἐπὶ τοὺς **παρ' αὐτῆς** περὶ τούτων μηδὲ περὶ ἄλλου μηδενὸς ἀπλῶς πράγματος ἐγγράπτου μηδὲ ἀγράπτου διὰ τὸ ἐκπεπεῖσθαι **ἡμᾶς** ὑπὸ **τῆς Σοήρεως** ἀργυρικῶ διαπίσματι (P.Mich.5.352, ll. 1-11 (46 AD))

"We, Thenmenches and Thaesis, the two daughters of Akes, with the guardians of each of us, that of Thenmenches being her son Horos, son of Harmiysis, and that of Thaesis being her husband Onnophris, son of Nepheros, acknowledge that we have given a release to Soeris, our aforesaid sister on both our mother's and our father's side, in regard to all the building sites of Soeris in Tebtynis and the household utensils and furnishings and the sums owed her, which were given as dowry by the mother of the three of us, Soeris, daughter of Patynis, when she was still alive, in the alimentary contract which you made with your husband Eutychos, son of Soterichos, in the present sixth year of Tiberius Claudius Caesar Augustus Germanicus Imperator on the sixth of the month Neos Sebastos, through this same record office; and we agree that neither we nor our representatives shall proceed against the aforesaid Soeris or her representatives in regard to these matters or in the matter of any other transaction whatever, written or unwritten, since we have been persuaded by Soeris by a consideration in money." [tr. Husselman]

In this text, there is not one point at which a major shift occurs from one type of perspective to the other: rather, the two perspectives are mixed throughout the text. An interesting connection seems to exist between perspective and the contracting parties: for the initiating contracting party, the sisters Thenmenches and Thaesis, the subjective perspective is consistently used (ὁμολογοῦμεν; ἡμῶν; παρ' ἡμῶν; ἡμᾶς). The second

contracting party, however, the sister Soeris, is alternatively referred to form the point of view of the sisters (ἐθου; σου), and that of an objectively witnessing third party (Σοήρι; αὐτῇ; αὐτῆς Σοήρεως; Σοῆριν; παρ' αὐτῆς; τῆς Σοήρεως), the latter perspective being dominant. This suggests that generic confusion was stimulated by the sisters dictating to the scribe, Dionysius son of Maron, who was unable to cope with both types of stylization.

Another example in which the objective and subjective perspective are intermingled is Chr.Mitt.295 (305-306 AD), a contract of divorce between the gravedigger Soulis and his wife Senpsais daughter of Psais:

- (17) ...ς Σοῦλις νεκροτάφος τοπαρχίας Κύσε[ως] Σεμψαίς θυγατρος Ψαίτος ἐκ μητρὸς Τεοῦς νεκροτάφης ἀπὸ τῆς αὐτῆς χαίρειν. ἐπὶ ἕκ τινος πονηροῦ δαίμονος **συνέβη αὐτούς ἀπεξεῦχθαι** ἀλλήλων τὴν κοινὴν **αὐτῶν** συνβίωσιν, ἐντεῦθεν **ὁμολογῶ** ὁ μὲν ὁ προκείμενος Σοῦλ(ις) πεπληρωμένος πάντων τῶν παραδοθέντων **αὐτῇ** [π]αρ' **[ἐμοῦ]** οἰωδῆ]ποτε τρόπῳ εἰδῶν, ἀποπέμπεσθαι **αὐτῇ**[ν καὶ μη]κέτι μετελεύσεσθαι μήδε περὶ συμβιώ[σεως μή]τε περὶ ἔδου, ἀλλ' ἐξεῖναι **αὐτῇ** ἀποστῆ[ναι καὶ] γαμηθῆναι ᾧ ἐὰν βουληθῇ· ἡ δὲ προκειμένη Σεν]ψαίς πεπληρωσθαι παρ' **αὐτοῦ** τοῦ προκει[μένου] Σοῦλ(ις) πάντων τῶν ἐπιδοθέντων **αὐ[τῷ]** εἰς λό]γον πρ[οι]κὸς ἅμα [κ]ἔ ἄλλων[τιν]ῶν ὅ[ντων] αὐτῆς σκευῶν {καὶ ἄλλω} οἰωδῆποτε τ[ρόπῳ]· καὶ μὴ μετελεύσεσθαι **ἀλλήλους** [ἐντεῦ]θεν περὶ μηδενὸς ἀπαξαπλῶς ἐ[γγράφου ἢ] ἀγράφου παντὸς πράγματος τὸ σύ[νολον] διὰ τὸ τελείαν <εῖναι τὴν> ἀποζυγήν. ἡ ἀπο[ζυγή ἢδε] δισσή γραφεῖσα ἐφ' ὑπογραφῆς κ[υρία] ἔστω καὶ βεβαία ὡς ἐν δημοσί[ῳ] κατακει[μένη, καὶ ἐπερωτηθεῖς ὁμολ[όγησα.] (Chr.Mitt.295, ll. 1-22 (305/306 AD))

“... Soulis, grave-digger of the toparchy of Kusi, to Senpsais, daughter of Psais, her mother being Tees, gravedigger from the same (toparchy), greetings. Since it has happened by means of some evil demon (daimon) that we have separated from each other (in regard to) our common marriage, therefore I, the afore-mentioned Soul, acknowledge that I know that I have been paid back in full all the things bestowed on her by [me in any way whatever], (and) that I am sending her away [and] will [not] bring charges later about either the marriage [or] about the *hedna*, but it will be possible for her to go away and to marry whenever she wishes. And (I), the afore-mentioned Senpsais, (acknowledge) that I have been paid back in full from him, the afore-mentioned Soul, all the things given [to him] for the dowry together with other ... of my utensils and in any other way whatever. And (we acknowledge) that we will not bring charges later against each other henceforth about any matter whatsoever in general, [written] or unwritten, because of the divorce being final. This deed of divorce, having been written in duplicate with signatures, shall be [valid] and secure as if [put] in a public record-office, and having been asked, [I have] agreed.” [tr. Grubbs]

At the start of the document, συνέβη αὐτούς ἀπεξεῦχθαι ἀλλήλων “it has happened that they have separated from each other” and τὴν κοινὴν αὐτῶν συνβίωσιν “their common marriage” suggest an objectively witnessing third party as the deictic center.³² In line 5, however, there is a deictic shift, with Soulis becoming the new deictic center (ὁμολογῶ; [π]αρ' [ἐμοῦ]), and Senpsais being referred to in the third person (αὐτῇ; αὐτῆς). This shift

³² Note that the translator, Grubbs, translates subjectively with “it has happened that we have separated” and “our common marriage”.

is not consistently maintained, however: in line 11, when Senpsais' acknowledgments are listed, there is a new shift, with Senpsais becoming the new deictic center, and Soulis being referred to in the third person (αὐτοῦ; αὐ[τῷ]). In line 16, a third-party perspective is again assumed (μὴ μετελεύσεσθαι ἀλλήλους), which again shifts to the first-person at the end of the document (ὡμολ[όγησα]). As in our previous examples, generic confusion may be the major factor behind the manifold deictic alternations, although the consistency with which they occur, in particular the use of the first-person perspective for the acknowledgments, seems to suggest that more is going on. As in our previous example (16), Senpsais and Soulis may have been actively involved in the composition of the document, leading the scribe to confuse both perspectives.³³

4 Conclusion

Much attention has been paid to deictic shifting in (Greek) literary texts in recent years. The occurrence of similar phenomena in documentary texts, on the other hand, has been largely ignored: it is not commented upon by modern-day editors³⁴ and not rendered in translations of papyrus texts. Even though, as has appeared from this article, it constitutes a marginal phenomenon (with some 50 examples in a corpus of 600 texts), I would argue that it is not without interest. First, including documentary texts in the investigation broadens our understanding of deictic phenomena in Ancient Greek: recent research on deixis more generally has started to move away from literary texts to include under-explored areas such as childrens' language;³⁵ a focus on documentary material might provide an interesting parallel in studies of Antiquity. Second, even though the material presented in this article is limited, it sheds an interesting light on scribal practices: divergent personal references show traces of how texts were originally composed. Third, from a papyrological point of view, it shows that the commonly referred to distinction between 'subjectively' and 'objectively' styled contracts was not absolute, even to the extent that texts can be found in which both perspectives are maintained. Without sufficient background, such texts are difficult to comprehend for their average user.

To conclude, there is much room for further investigation of deictic phenomena in documentary texts: it would be interesting, for example, to expand the investigation to the

³³ Note that a scribe is not explicitly mentioned at the end of this contract.

³⁴ Porter (2007:924) notes that in recent years 'there has been decreasing attention to grammatical matters in the comments and increasing attention to historical matters'.

³⁵ See e.g. Köder & Maier (2016).

Ptolemaic and Late Antique periods and to other types of deixis. Texts written outside of Egypt and on other writing materials might provide an interesting *comparandum*: in the oracular tablets of Dodona, for example, similar phenomena seem to occur (from a much earlier date),³⁶ which have only been cursorily noted.³⁷ Another question that would be worth looking into is how people in antiquity (scribes in particular) viewed deictic shifts. Modern editors, if they comment on the phenomenon at all, usually do so from a negative point of view: in their edition of the archive of Aurelius Isidorus, for example, Boak & Youtie (1960:347), explicitly note that the use of the third person in place of the second is the result of ‘negligent composition’ from the part of the scribe. Scribes themselves, however, may have considered this a permissible practice. In the material presented in this article, I have found only one example of a divergent personal reference which was corrected in a duplicate,³⁸ but perhaps further examples could be found.

³⁶ See e.g. the inquiry by a certain Epilutos (DVC 2367, mid-fourth century BC): Ἐπίλυτος ἐπερωτῇ τὸν Δία τὸν Νάϊον καὶ τὰν Διώναν τί κα ποιῶν εὐτυχιοῖ καὶ τίνι θεῶν θύσας καὶ πότερα τὰν τέχνην ἣν **ἐπαιδεύθην ἐργάζωμαι** ἢ ποτ’ ἄλλο τι **ἠορμάσω** κτλ.

³⁷ Méndez Dosuna (2008:63), for example, attributes the phenomenon to ‘rapidity and improvisation’, without further discussion.

³⁸ Cf. §3.1.

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