DOI: https://doi.org/10.28977/jbtr2000.8.7.36

The Inheritance Contract in Greco-Egyptian Law and διαθήκη in the Septuagint

Adrian Schenker*

1. Introduction: The problem of the translation διαθήκη in the Septuagint (LXX)

The LXX chose to translate the Hebrew בְּרִית with the term διαθῆκη, "testament." It is widely recognized that the Greek word corresponds only partially to the Hebrew. The Hebrew word includes the idea of "obligation" (the obligation of either one side or both sides in the agreement, whether voluntary or imposed).[1] How can the LXX's choice be explained? The hypothesis proposed here relies on the study of inheritance law in Ptolemaic Egypt, as it is represented in papyri of that era. This law has been well-studied.[2] Nevertheless, the relationship

---

* Professor of Freiburg University, Swiss. Chief Editor of Editorial Committee on Biblia Hebraica Quinta. This article concludes a study that appeared in *Lectures et relectures de la Bible: festschrift P.-M. Bogaert*, J.-M. Auwers and A. Wénin, eds. (Leuven: Leuven University Press; Uitgeverij Peeters Leuven, 1999).

1) J. Barr, "Some Semantic Notes on the Covenant," *Beiträge zur Alttestamentlichen Theologie* (FS Zimmerli), H. Donner, R. Hanhart, and R. Smend, eds. (Göttingen: Vandenhoeck & Ruprecht, 1977) 23-38.

2) H. Kreller, *Erbrechtliche Untersuchungen auf Grund der gräko-ägyptischen Papyrusurkunden* (Leipzig 1919; reprint Aalen 1970); L. Mitteis (and U. Wilcken), *Grundzüge und Chrestomathie der Papyruskunde*, *2. Bd. Juristischer Teil, 1. Hälfte: Grundzüge; 2. Hälfte: Chrestomathie* (Leipzig: Teubner, 1912); E. Lohmeyer, *Diatheke. Ein Beitrag zur Erklärung des neutestamentlichen Begriffs* (Untersuchungen z. N.T., 2; Leipzig: Hinrichs'sche Buchhandlung, 1913) 23-29; S.R. Llewelyn, "The Allotment after Death and Paul's Metaphor of Inheritance," *New Documents Illustrating*

between the law, on the one hand, and the LXX choice of the legal term "testament," on the other, has apparently not been the subject of a specific investigation. I propose to undertake such an investigation here.[3] As I am neither a papyrologist nor an historian of Greco-Egyptian Law, I must, of course, depend on results that are commonly accepted in this field.

2. The Covenant (בְּרִית) in Genesis 6, 9, 15, and 17

In the first four narratives involving "covenant" (בְּרִית) in Genesis, there is a direct link with the earth, and three of the four passages belong to the Priestly tradition (P). When the Lord announces to Noah that he will destroy all living creatures, he establishes the relation between them and the earth: "I will destroy them with the earth" (6:13). After the cataclysm, the Lord again gives animals the right to fill the earth (8:17), as he had done at the dawn of creation (1:22,30 - P). Similarly, according to the Yahwist, the permanence of living creatures (8:21) goes in tandem with that of the earth (8:22). As for the second humanity, issuing from Noah, it too receives the authority to take possession of the earth once again (9:1,7). The repetition of this order in vv 1 and 7 forms an inclusio, and underlines the significance of the right given by the Lord to humankind to make use of the earth. This right to enjoy use of the earth is similar to that of the first humanity issuing from Adam (1:28-29); but in 9:1,7, it is emphasized. As with the first, the second humanity, too, is invested with authority over other living creatures.

Since the covenant(בְּרִית) that follows (9:9-11) will be "set up" explicitly for both humans and animals (v. 10), it relates to what is

---

Early Christianity, Volume 6. A Review of the Greek Inscriptions and Papyri published in 1980-81, by S.R. Llewelyn with the collaboration of R.A. Kearsley (Macquarie University, Australia: The Ancient History Documentary Centre, 1992) 27-41.

3) Lohmeyer, *Diatheke* (n. 2) 40-41, concludes that there is no connection between Greco-Egyptian inheritance law and the biblical covenant (בְּרִית).

common to these two vast families of living beings. This common feature can only be the right to occupy the earth and enjoy the use of it. This must be the case; with regard to all other rights, humans and animals are not on equal footing.

So the Lord gives possession of his property, the earth, to humans and animals; the grant is in the form of a right of use to take effect in the lifetime of the donor, or testator. This right is of unlimited duration, by virtue of the explicit disposition of the testator, a disposition stating that, *in his lifetime* (9:12-17), the right of use of the earth will always be upheld.

Similarly, in Gen 15:18 the בְּרִית, the covenant, is formulated as a land grant: "On that day YHWH made a covenant with Abram, saying, 'To your descendants I give this land…'" Gen 17:8 (P) treats the same land grant as the contents of a "testament," διαθήκη, for the patriarch can be promised many descendants (17:2-7) only if they have a place to live, their own land. In this sense, the land grant is a presupposition of the promise of many descendants. When it is read in the light of the preceding Gen 15, the covenant narrative in Gen 17:1-8 can be interpreted as a restatement of the land grant, formulated as an offer of a place for the many descendants of Abraham to live.

The first mentions of *covenant* in Genesis thus appear to be tied to a land use grant, whether it is the earth in its entirety, given to the two populations of animals and humans, or whether it is a portion of the earth that is the land promised to Abraham and his progeny. It is a covenantland grant. If one can assume that the translators of the LXX set up equivalencies between Hebrew and Greek terms on the basis of the first contexts in which they encountered a given word,[4] the recurring context of the land use grant in the first third of Genesis may have exerted an influence on the choice of διαθήκη as the equivalent of בְּרִית. What, in fact, did διαθήκη mean in the 3rd century BCE

4) Cf. E. Tov, "The Impact of the LXX Translation of the Pentateuch on the Translation of the Other Books," *Mélanges Dominique Barthélemy. Etudes bibliques offertes à l'occasion de son 60e anniversaire*, P. Casetti, et al., eds. (OBO 38; Fribourg; Göttingen: Editions Universitaires; Vandenhoeck & Ruprecht, 1981) 577-592.

Greco-Egyptian context with regard to land grants?

3. Greco-Egyptian Inheritance Law

3.1. Parental allotment in Greco-Egyptian law

In Ptolemaic Egypt, inheritance law recognized not only testaments, but also parental allotment of property to the children in the event of death (*Elternteilungen*) and inheritance agreements between spouses (*Erbverträge*).[5] It should be noted at the outset that Greco-Egyptian law does not seem to have recognized the idea of a comprehensive inheritance that includes all assets and debts, for which the heirs would become personally responsible.[6] It appears that the inheritance is simply encumbered by the debts, but is itself conceived of as the totality of goods (assets) in the testator's possession.

It is not surprising, then, that testamentary terminology is found not only in testaments properly speaking, but also in these parental allotments and in inheritance agreements, since such deeds also dispose of the goods that make up the inheritance.

Greco-Egyptian testaments have a particular form:[7] They are notarized deeds, guaranteed by witnesses; they have an introduction written in the third person, followed by the body of the deed, written from the point of view of the subject, in the first person; and they use specific formulas. The oldest group of extant Greco-Egyptian testaments comes from Faiyum and is dated between 238 and 225 BCE.[8] These are the testaments of soldiers, preserved as a collection among the Flinders Petrie Papyri.[9]

The parental allotment can be classified with testaments even without

---

5) Mitteis, *Grundzüge* (n. 2) 241-246; Kreller, *Untersuchungen* (n. 2) 201-244; Lohmeyer, *Diatheke* (n. 2) 26-29.

6) Mitteis, *Grundzüge* (n. 2) 234-236; Kreller, *Untersuchungen* (n. 2) 26-54.

7) Kreller, *Untersuchungen* (n. 2) 296-303, 318-328, 337-340.

8) Kreller, *Untersuchungen* (n. 2) 249-257.

9) J.P. Mahaffy and J.G. Smyly, *The Flinders Petrie Papyri with Transcriptions, Commentaries and an Index*, vols. 1-3 (Dublin: Academy House, 1895-1905).

having the specific form of a testament. Indeed, it appears that Greco-Roman law does not strictly distinguish inheritance dispositions in the form of the διαθῆκη, or testament, from other forms of disposition such as parental allotment and inheritance agreements.[10)]

3.2. Allotment after death, P. Ups. Frid 1

P. Ups. Frid 1 is a parental allotment, which is the practical equivalent of a testament. But its form is that of a written contract (συγγραφή), although it is drawn up by only one of the contracting parties, the father, who is disposing of his possessions in favor of his children. This involves a ὁμολογία, that is, a written declaration of an understanding between the father and his children,[11)] stated from the point of view of the father. Such contracts are written in the third person. This contract is dated July 24, 48 CE.[12)] It states explicitly that the allotment is to be carried out after the father's death (ll. 6, 9 μετὰ τὴν ἑαυτοῦ τελευτήν).

In this deed, the father, Soterichos, has already divided (μεμερικέναι, perfect infinitive, l. 6) his possessions among his childrenhis son Apollonios, his daughters Isarous and Esersythis, and their husbands (his sons-in-law) Heracleides, husband of Isarous, and Herieus, husband of Esersythis (ll. 2-5). The possessions are listed in lines 6-10. Then, the possibility of Soterichos dying in the same year is envisaged (l. 11). In this case, the son Apollonios, but not his sisters, would have obligations to fill (ll. 12-13). At his father's death, he would receive additional possessions left by his father as an inheritance. The father would leave him two thirds of the possessions that he had kept up to his death, while the remaining third would go to the father's wife Tausiris, who would be

---

10) Mitteis, *Grundzüge* (n. 2) 241-242. An example of a parental allotment (P. Ups. Frid 1) can be found in B. Frid, *Ten Uppsala Papyri* (Bonn 1981), and is discussed by Llewelyn, "Allotment after Death" (n. 2).

11) For the discussion of the term ὁμολογία, cf. Mitteis, *Grundzüge* (n. 2) 72-74; Llewelyn, "Allotment" (n. 2) 32: "Essentially the ὁμολογία was an acknowledgment of an underlying arrangement."

12) L. 1, cf. Llewelyn, "Allotment" (n. 2) 29.

widowed. She would have, additionally, the right to a room free of charge in a house left by Soterichos (ll. 14-16). After the death of Tausiris, Apollonios must pay a certain sum, a sort of dowry, to each of his sisters within 30 days (ll. 16-18). In l. 19, Soterichos appears to reserve the right to dispose of his possessions as he wishes as long as he is alive. This last clause is, admittedly, very poorly preserved. Thus, the right that Soterichos claims for himself, to dispose of any of his possessions, is not entirely certain. It depends in part on the reconstruction of l. 19 by the editor of the papyrus.

The editor's reconstruction is based on a similar notarized deed, BGU 86,[13] where the "testator" Stotoetis asserts his full authority over his possessions as long as he is alive (ll. 23-25). The papyrus comes from Faiyum and is dated 155 CE. It is close to P. Ups. Frid 1: Mitteis emphasizes that it is a testament, though it does not have the characteristic form of a testament, except for being signed by six witnesses, as is typical of the testament. The form is that of an inheritance agreement (in the event of death) in the style of a ὁμολογία, like P. Ups. Frid 1.

Similarly, P. Ups. Frid. 1 is not a testament in form, but is an inheritance agreement. It was concluded between the "testator" Soterichos, his wife Tausiris, and his three children. The term καταλείπειν, which occurs in it twice (ll. 10, 14), confirms the testamentary character of the agreementit is a word that is typically found in testaments.[14]

According to Llewelyn, this allotment after death does not appear to take effect immediately, since the father Soterichos carries out the obligations mentioned in ll. 12-13. This clause, while it anticipates the death of Soterichos, implies in fact that he must and will be able to fill these obligations himself as long as he is alive. Furthermore, Soterichos retains his movable goods, which do not pass to his son Apollonios and wife Tausiris until after his death (ll. 14-16). If the editor's proposed

13) The text is in Mitteis, *Chrestomathie* Nr. 306 (n. 2) 349-351; Kreller, *Untersuchungen* (n. 2) 220-221.

14) Kreller, *Untersuchungen* (n. 2) 241, 261 (testament no. 56, which is called περὶ καταλείψεωη διαθήκη). "Testator" is placed in parentheses here because the document is not drawn up in the form of a testament, but as an allotment contract.

reading of l. 19 is correct, Soterichos also retains full authority over all his possessions, just as a testator retains power over his possessions after having written his testament. All this seems to indicate that Soterichos will remain in possession of his fortune as long as he lives.

However, it is precisely this last clause that could suggest an interpretation in which the allotment takes effect immediately. Actually, the heirs would enter into *virtual* possession of the real estate that the allotment grants them (ll. 6-10) without becoming actual owners. This interpretation seems the more likely. Moreover, the Greek phrase translated "after his death" does not necessarily mean "after death," but could mean: for the entire period up to the death of the "testator."[15]

3.3. The effect of the allotment after death

What is the effect of the deed of allotment after death? It is a testament in the form of a contract, and as a result, a "testament" that can no longer be revoked by Soterichos alone.[16] The children will have claim to the estate. An administrative Roman measure concerning the register of property confirms the existence of such claims. The measure was an edict promulgated by the prefect of Egypt, M. Mettius Rufus, in 89 CE for the nome, or district, of Oxyrhynchus, and perhaps for other districts that had property registers.[17] The register of Oxyrhynchus had fallen into such disorder that it was necessary to undertake its complete revision. For this purpose an order was issued by the prefect to reregister all property claims. All persons holding such a claim had to enter it in the register within six months. In ll. 34-36, wives and children are explicitly invited to register their rights concerning properties: "Women

15) Kreller, *Untersuchungen* (n. 2) 218; Mitteis, *Grundzüge* (n. 2) 245.

16) Llewelyn, "Allotment" (n. 2) 32-36: "The allotment after death ⋯ was an acknowledgment of a bilateral arrangement between the donor and the beneficiary." (p. 32); "Indeed, the bilateral nature of the deed of allotment suggests that it could not be revoked unilaterally by the donor, unless that right had been expressly provided for in the deed itself." (p. 33)

17) P. Oxy. II 237, col. VIII, ll. 27-43. This is the Dionysia Papyrus (Oxy. 237), which contains a range of ordinances and decisions. The text with commentary is in Mitteis, *Chrestomathie* (n. 2) 211-213.

must also register for their husbands' titles of property, if the possessions are held according to the euchoric law,[18] and children must also register for their parents' titles of property, when the parents' use of the possessions (χρήσις) is established in official documents, and the acquisition by the children is assured after the death (of the parents), so that the persons who engage in transactions involving these possessions will not be subject to loss due to their ignorance (of the ownership rights involved)."[19]

Thus it appears that, in inheritance agreements such as these, the parents can remain owners of their property, even if the children have already taken possession of it.[20] On the other hand, the contractual nature of the agreement makes its revocation more complicated at the least, if not impossible, unless there is a clause explicitly reserving the right of revocation (as in P. Ups. Frid. 1, ll. 19-20; BGU 86, ll. 23-24).[21]

3.4. The relative advantages of the testament and of contracts in the event of death

A testament can be revoked and rewritten unilaterally. But testaments do not go into effect before the death of the testator. From this brief comparison of inheritance agreements and testaments, it appears that in Greco-Egyptian law there was a single mechanism for passing on the inheritance of a living testator without the testator losing ownership of his

18) The euchoric law was an Egyptian law that recognized the claim of a married woman on the dowry paid by her family, a dowry which was regarded as capital to provide for her board and was secured by the husbands' property. See S.R. Llewelyn, "Paul's Advice on Marriage and the Changing Understanding of Marriage in Antiquity," *New Documents Illustrating Early Christianity, Volume 6. A Review of the Greek Inscriptions and Papyri published in 1980-81*, by S.R. Llewelyn with the collaboration of R.A. Kearsley (Macquarie University, Australia: The Ancient History Documentary Centre, 1992) 1-17, esp. 6-9.

19) The Greek text is in Mitteis, *Chrestomathie* (n. 2) 212.

20) Llewelyn, "Allotment" (n. 2) 33.

21) This is the way, it seems to me, one should nuance Kreller, *Untersuchungen* (n. 2) 244-245, according to whom agreements in the event of death are always revocable, just as a testament is, as evidenced by Papyrus BGU 86 (Kreller, op. cit., 221). Kreller follows Mitteis, *Grundzüge* (n. 2) 245.

possessions. This mechanism was the deed of allotment in the form of a notarized contract that included the explicit stipulation of the full authority of the testator over his possessions.[22]

Without such a stipulation, the ownership (κτήσις) passed to the heirs, while the use of the goods (χρήσις) remained with the "testator."[23] With the stipulation, the situation was reversed: ownership remained with the "testator" while use of the goods could be transferred from the living "testator" to the heirs, who would in any case have possession, i.e., κατοχή, equivalent to the right of future ownership of the estate.

Inheritance agreements, with or without the stipulation of the right of ownership remaining with the "testator," are deeds of allotment after death. This expression does not necessarily mean that the agreements of allotment would go into effect only after the death of the "testator," as is the case with testaments. Rather, it means that the rights defined in the contract are guaranteed until the death of the "testator,"[24] as long as he makes no other disposition of the property involved if the contract has preserved his authority over his possessions, and as long as the contract is not renegotiated.

Greco-Egyptian law could thus blend the forms of a contract of allotment after death with those of a testament, providing the contract with a stipulation of the full authority of the "testator" over his possessions after the allotment and up to his death.[25] In this way it combines the advantages of a testament with those of a contract of allotment after death. The advantage of the testament is the freedom of the testator to retain full authority over his possessions, while the advantage of the contract lies in the fact that the allotment of property can be put into effect immediately, while the "testator" is still alive.

In one Oxyrhynchus papyrus[26] a contract of allotment after death is

---

22) Llewelyn, "Allotment" (n. 2) 35-36; Mitteis, *Grundzüge* (n. 2) 245.

23) These are the terms of the edict of M. Mettius Rufus, cited above, n. 17.

24) Kreller, *Untersuchungen* (n. 2) 218.

25) Mitteis, *Grundzüge* (n. 2) 245; Mitteis, *Chrestomathie* (n. 2) 349 (introduction to BGU 86): "Die Urkunde ist eine interessante Mischung von Divisio parentis und Testament."

26) P. Oxy. 637, ca. 109 CE, cf. Kreller, *Untersuchungen* (n. 2) 241 and 219.

called περὶ καταλείψεωη ὁμολογία. Another name, no doubt the product of technical legal language, is συγγραφοδιαθήκη.[27] It appears in a papyrus of Ptolemy Evergetis from Faiyum, dating to 98 CE. The papyrus is a marriage contract[28] in which the mother of the groom is distributing her possessions. The same term also appears in an Oxyrhynchus papyrus from 142 CE.[29] The two places of provenance of papyri mentioning this technical term suggest that in the 1st and 2nd centuries CE the term belonged to legal terminology in Egypt. It does not seem to designate a separate class of documents, but a combination document whose form is the contract of allotment but whose content is the equivalent of a testament.

3.5. A testament in the form of a marriage contract

It should be added at this point that marriage contracts can also contain testamentary dispositions, just as parental allotments do. A famous example is Elephantine Papyrus 2, which dates from 285, 284, or 283 BCE.[30] Formally, this is a contract between the married couple, but the three sons affixed their seals to it and are assigned rights and obligations that are in effect while their parents are still living. This implies that they too are beneficiaries in the contract. The contracting parties are Greek. The contract is called συγγραφὴ and ὁμολογία (ll. 1-2). The agreement that is reached and declared by the ὁμολογία employs verbs that are typical of testaments: τάδε διέθετο Διονύσιὸ (l. 2), καταλείπειν τὰ ὑπάρξοντα (ll. 3, 5, 6, 14). The contract will have an effect on the children in the lifetime of the parents when the three

27) Mitteis, *Grundzüge* (n. 2) 242; Lohmeyer, *Diatheke* (n. 2) 27-29; Kreller, *Untersuchungen* (n. 2) 242-243.

28) BGU 252, cf. Kreller, *Untersuchungen* (n. 2) 233. The dispositions of the contract were not preserved.

29) P. Oxy. 1102, l. 14, cf. Kreller, *Untersuchungen* (n. 2) 243.

30) Mitteis, *Chrestomathie* (n. 2) 354-356; Kreller, *Untersuchungen* (n. 2) 225-226; German translation can be found in *Leben im ägyptischen Altertum. Literatur, Urkunden, Briefe aus vier Jahrtausenden herausgegeben von den staatlichen Museen zu Berlin, Katalog der ständigen Ausstellung der Papyrussammlung* (Berlin 1977) 65-66.

sons marry (ll. 8-9), giving them the responsibility of providing for their parents' needs, paying their debts, and ensuring their proper burial, under penalty of a fine of 1000 silver drachmas (ll. 10-13). After the death of both parents, the sons may refuse to assume their debts (ll. 13-15). This document was recorded by the notary (συγγραφοφύλαξ) Heraklites (ll. 16-17) before five witnesses (ll. 17-18). Such a contract was called a deed of συγγραφοφύλαξ, i.e., a formal deed of private law.

In summary, this contract is an inheritance agreement between parents and sons combined with the transfer of the parents' property to their son s.[31] What is remarkable is that the agreement which is contracted and declared by the ὁμολογία is a testament: τάδε διέθετο Διονύσιδ but the testament is written in the form of a contract. For this reason it is not described as a διαθήκη, but as συγγραφή καὶ ὁμολογία.

3.6. Conclusion: Contractual testaments in Greco-Egyptian law

The law of Greek Egypt allowed the possibility of inheritance dispositions in the form of contracts. In comparison with actual testaments, this way of regulating inheritance had the advantage of permitting the testator to anticipate the distribution of his inheritance during his lifetime. These contracts delimit the various rights (use, possession, guarantee) of the testator and the heirs concerning the patrimonial property.

4. The reason for the choice of διαθήκη for בְּרִית in the LXX

If the LXX was aware of the dimension of the lasting grant of land attached to the term "covenant," בְּרִית, in its first uses in the Bible (Gen 6, 9, 15, 17), it had to identify a Greek equivalent that expressed the notion of a grant that was lasting and firmly guaranteed. This had to be a legal term that specifically conferred immutability on changeable human

31) Kreller, *Untersuchungen* (n. 2) 226.

transactions.

A grant between living persons, according to the law, would not lend itself to this need, because it would not allow the double rights on the landin this case, the rights of God, who remains the owner of the land (Lev 25:23 "for the land is mine") and the rights of humans and animals, or of the Israelites, descendants of Abraham, who are authorized to take possession of the land by virtue of a right of use. In effect, a gift between living parties is a contractual deed in which a property is transferred from one person to another in an irrevocable manner. The donor can, in a given case, retain use of the property that is being transferred.[32] But such a situation would be the exact opposite of the allotment of rights to the land between God, on the one hand, and humans, animals, and the descendants of Abraham, on the other. It is the latter party that receives the right of use of the land (a possession), while God retains ownership. It is clear that God is the donor, and humans, animals, and Abraham's descendants are the beneficiaries. Under these conditions, the image of a gift between living parties is not apt for expressing a covenant that contains a land grant.

On the other hand, allotments after death and inheritance agreements in Greco-Egyptian law could serve to express a covenantland grant, to the extent that they are drawn up and take effect during the lifetime of the testator and continue as long as the testator remains alive. Indeed, in this kind of contract, the owner and testator may reserve full rights over the entire property, even while giving it as an allotment to the heirs. The heirs will have use of it, but only under the authority of the testator, who can revoke the allotment. The documents P. Ups. Frid 1 and BGU 86,[33] discussed earlier, exemplify such an agreement. These contracts create a hierarchy of rights over the property, whether real or movable, which applies perfectly, at a metaphorical level, to the covenant-land grant

---

32) Cf. Llewelyn, "Allotment" (n. 2) 36-38, esp. 36-37, who discusses donation between living parties in early Jewish law, influenced by Greek law, on the basis of a study by R. Yaron, *Gifts in Contemplation of Death* (Oxford: University Press, 1960).

33) The text of BGU 86 is in Mitteis, *Chrestomathie* No 306 (n. 2) 349-351; Kreller, *Untersuchungen* (n. 2) 220-221.

found in Genesis.

However, the paradoxical disadvantage of these deeds as an equivalent of בְּרִית and used metaphorically in Genesis for the bestowal of land, comes from their name, since they are called "written contracts" (συγγραφῆ) or "notarized declarations of agreement" (ὁμολογία). The idea of a "written contract" or a "notarized declaration of agreement" fits neither the concept of בְּרִית nor the contexts in Genesis where God acts alone without the involvement of contracting parties or the writing of notarized deeds.

On the other hand, the content of these deeds is the disposition of an inheritance, having immediate effect while the testator is still alive. In Greek and Greco-Egyptian law, a disposition of an inheritance is called διαθήκη, and the act of distributing one's property through a disposition of an inheritance is called διατίθεσθαι. With the two major characteristics of these deeds in mind, the technical language of Greco-Egyptian law created the νεολογισμ συγγραφοδιαθήκη to designate notarized written deeds that were contracts in terms of their form and testaments in terms of their contents.

In view of this fact, we can formulate the hypothesis that, at the beginning of the 3rd century BCE in Ptolemaic Egypt, the word διαθήκη could include in its meaning any disposition of inheritance, whether a testament in testamentary form or a testament in contractual form. There is no direct attestation of διαθήκη used in this broader sense that is not formal from a legal point of view. But in an indirect way, a deed that is contemporary with the LXX, i.e., dating from 285, 284, or 283 BCE, calls the testamentary content of a marriage contract a συγγραφὴ καὶ ὁμολογία: τάδε διέθετο Διονύσιὸ[34] The verb used of the testamentary disposition corresponds to the noun διαθήκη.

In conclusion, the 72 translators chose the Greek equivalent διαθήκη, "testament," for the Hebrew בְּרִית because, in Egypt of the 3rd century BCE, it was possible to understand this term as referring to the bestowal of property, for example, of land, to take effect while and as long as the

34) P. El. 2; the text is in Mitteis, *Chrestomathie* No 311 (n. 2) 354-356.

testator was alive, without the testator losing rights over property that is given for the use of the heirs. Thus, two hierarchically ranked rights over the property existed. Such a legal construction supplied an excellent metaphor for the relationship to the land, both from God's side and from the side of humans, animals and Abraham's descendant's. God's covenants with living beings have in view the conferral of a lasting right to use the land, and that gift constitutes an authorization to settle in the land and draw sustenance from it.