CRITIQUE OF THE GIFT

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CHAPTER 4

Uncertainties of the 'obligation to reciprocate': A critique of Mauss.

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The first paradox of Mauss's well-known essay *The gift* (1) is that, despite its title, the author never tells us what a gift is. He never gives us a definition. Nor does he explain wherein lies the specificity of the gift.

True, everyone is deemed to know. To give is to hand over something to somebody *free of charge*. To give is not to seek payment, it is even more or less the opposite. I am only drawing attention to the obvious here, but it is precisely this sort of obviousness that I should like us to reflect on. We find in the dictionary that to give is to hand over something without any return (2). Once again, it is the opposite of an exchange, in which each party yields some possession *only against a corresponding return* (3). There is a natural antinomy between the fact of giving and that of exchanging. For if to exchange is always to let someone have something against a corresponding return, to give can never consist in yielding one thing against another: it would no longer be a gift. Here we have some of the factors which enable us to define a gift, that is, to explain what its actual specificity is in relation to the many ways in which we can transfer something in our possession to someone else (4).

But let us return to Mauss. Not only does he fail to tell us what is specific about a gift, but he gives us to understand that in the archaic forms of social life to which he devotes much of the *Essay,* it is inappropriate to distinguish between a gift and an exchange. Often indeed, he seems to hesitate, employing one or other term to indicate the same reality. Our categories, he says, do not apply. Why do they not apply? Because the primitive world confuses what we try to differentiate. This argument inevitably brings to mind the thesis linked with the name of Lévy-Bruhl. Personally, I believe that when ethnologists invoke confusion of ideas in the heads of primitive people, they are only betraying the confusion to be found in their own. But it would take me too long to justify this point.

Finally Mauss goes further: he tells us that everywhere, in every transfer, in an exchange as with a gift, there is an 'obligation to reciprocate'.

I am astonished by such a statement. It is manifestly false. A short while ago, I gave a franc to somebody who was begging in the street. Obviously, he will never give it back to me since there is very little chance that we shall meet each other again: I even think that if this were to happen, he would not try to give me back my coin but would more probably ask me for another. Besides, there is no obligation of any kind for him to give me back anything at all. Nor is it evident that he feels 'under an obligation' to me, according to a somewhat old-fashioned expression. He did not even say to me: 'The good Lord will repay you'. In short, in this entire affair there is no question either of reciprocation or of obligation. Nor is there any such question in the whole domain of what might be called charitable donation: this is relevant to a whole chapter of our social history, given that it was an important practice for the upper classes and the nobility in particular. It was a practice which in certain periods brought into play an impressive amount of wealth when the donations were destined for the Church, a practice, indeed, which was almost institutionalised. That was the case in the

Christian West. The charitable donation is certainly even more important in the lands of Islam and Buddhism. We must also mention ancient philanthropy whereby a powerful man could make a donation to a city or a political entity and, in consequence, be honoured as a public benefactor. Veyne has shown that this practice differed significantly from Christian charity, being a distinct category both in its motivation and in the social forms it assumed (5). But, no more than with the charitable donation, is there the least obligation to reciprocate, or anything like it.

Therefore we cannot speak, as Mauss does, of a *universal* obligation to reciprocate: we know of gift-giving practices, historically important and ideologically different, from which this obligation is absent. That is my first point. It is straightforward and easy to understand. My second will be less so. It will consist in showing that the term 'obligation' has a multitude of very different meanings covering quite distinct social realities. The simplest thing will be to proceed by giving a series of examples.

Let us imagine that a colleague invited me to dinner several months ago, and I have not yet returned the invitation. In this second example, there is something akin to an obligation to reciprocate, for 'I feel under an obligation' to invite this colleague in return. Let us emphasise that the question is only one of a feeling, a feeling of obligation. In what way does this obligation oblige me? What will happen if I do not return the invitation? Probably not much. Obviously, the colleague is not going to haul me up before the courts to assert his right to be invited; his case would he dismissed, for I have no legal obligation to reciprocate him anything whatever. Equally obviously, I shall not lose my job because I do not invite him; perhaps he is not even expecting such an invitation. *I fee1* obliged but I am not really obliged. There is nothing obligatory in all this: *there is no sanction* attached to this 'obligation to reciprocate', which is merely a feeling. Allow me to emphasise the difference between feelings of obligation and what is obligatory: we shall have to return to it later.

Let us now imagine that I am a Kwakiutl chief living in the North-west Coast region of America in the nineteenth century – if you like, this can be our third example – and that I have, as in the previous example, been invited by a colleague, that is to say, in this society, by another Kwakiutl chief. The given facts of the problem are slightly different from those of the preceding case. For in not reciprocating the invitation, I run the real risk of losing my honour, of losing 'face', and at the same time my position as chief. Of course, we must not overestimate the extent to which societies of the North-west Coast could reorganise their hierarchies according to the capacity (or otherwise) of chiefs to match the sumptuousness of the potlatch feasts to which they had been invited. One should not overestimate the agonistic character of the potlatch (6). Be that as it may: it is indeed the honour and the prestige or the chiefs that is at stake in the obligation to reciprocate. It is not merely a feeling, as it was in the previous case. The difference is that the whole of society has its eyes fixed on the chiefs who, with their people and their followers, spend months preparing the feast which will demonstrate that they are capable of holding their rank. The difference is that the potlatch is a major, even crucial, institution of this type of society – whereas the invitation from one colleague to another, in our society, is not. The difference is that there is now a *social sanction*, a sanction implemented by society and which revolves around these questions of honour, rank, and prestige. A sanction, we need to add, imposed by the whole of society. If the chief is not capable of reciprocating, those who should have been repaid feel contempt, but he also surfers a fall from grace, a loss of prestige in the eyes of his own people. It is a *public sanction,* whilst the feeling we were speaking of earlier remained in the private domain.

The obligation to reciprocate, then, in the case of the potlatch, is stronger and more serious, more pressing than the obligation to reciprocate invitations among colleagues. It is more than a feeling, since it is a matter of the reputation of the person this obligation weighs upon. Does that make it obligatory? Not at all.

In this context I should like to quote extensively from a text by Curtis which is often cited but whose lessons have not yet all been learned: ' A man can never receive through the potlatch as much as he disburses, for the simple reason that many to whom he gives will die before they have a potlatch, and *others are too poor to return what he gives them* '(7). The poor will reciprocate nothing, let us emphasise that again, *contra* the universality of reciprocation claimed by Mauss. And there are several reasons for that: in the first place, because they are too poor to reciprocate, but also because considerations of prestige only concern chiefs. The sanction whose existence we recognized above is relevant only to people who have honour la lose, a 'face' to save, a rank to maintain. The poor will return nothing: are we even justified in speaking of them in terms of an obligation to reciprocate, even, as in our previous example, of a feeling of obligation? Nothing allows us to think so. Let us now move on to the dead. Our laws have accustomed us to the idea that debts are transmissible, in the same way as assets. This is not exactly true of the Kwakiutl: 'As for those who die, it may be said that *theoretically* a man's heir assumes his obligations, but he *cannot be forced to do so, and if they far exceed the credits he is likely to repudiate them*' (8). The obligation to reciprocate is 'theoretically' transmissible but one remains free not to honour it. Even more explicitly, Curtis writes: 'Properly distributed in a potlatch ... need not be repaid at all if the one who received it does not for any reason wish to requite the gift' (9). There is an obligation to reciprocate, but it is not obligatory to fulfil it; for all the contrast with regard to the 'obligation' we indicated in the preceding case, this resembles it closely.

What is the sanction for this obligation? For the poor, there does not appear to be one. And it is no doubt only with regard to chiefs that Curtis envisages the case where what is returned is less than what was initially given:

> Not infrequently at a potlatch a guest calls attention to the fact that he is not receiving as much as he in his last potlatch gave the present host; and he refuses to accept anything less than the proper amount. Even this action is likened to 'cutting off one's own head' and results in loss of prestige; for the exhibition of the greed for property is not the part of a chief: on the contrary he must show his utter disregard for it. (10)

All of which signifies that it is not easy to apply the sanction, for by demanding one's due, one loses as much prestige as by falling to pay one's debts.

Let us say at once that, so far as l can see, in the case of the North-west Coast there is no other form of sanction on the obligation to reciprocate. In particular, there is no enslavement for debt, contrary to what Mauss says, in the whole of that part of the coast which practices the potlatch, that is to say the northern part (whereas this type of slavery did exist in the south, in the northern part of the state of California). This point is further developed in the Annex below.

We now see how we can speak of a sanction and how this sanction differs from the kind prevailing in our societies. The obligation to reciprocate on the North-west Coast is rather more than a feeling that one ought to make a return, but it is rather less than a legal obligation. A legal obligation would allow us to use constraint against the person who did not reciprocate, either by seizing his property, or by reducing him to slavery for debt. Nothing like this seems to obtain on the North-west Coast (I am still speaking only of the northern part), and although there is a sort of obligation to reciprocate, the person to whom this obligation is owed cannot oblige the other to fulfil it. Permit me to emphasise this point which is perhaps the most difficult of my argument: *the fact that I recognise myself to be obliged to someone for whom I ought to do something, and the fact that this person might oblige me to do it, constitute two social situations that are quite different.* The difference is that in the second case, but only in that case, this person can *require* me to discharge the obligation. The difference is that in the second case this person, personally or through the intermediary of a public authority, can *compel* me to discharge this obligation. So we can speak of a *1egal* obligation, and we can do so to the extent that this person has a right *vis-à-vis* the other, a

right which can he put into effect by resorting to constraint.

The *kula* will provide our fourth example. I think we have been over-eager to classify the *kula* with the potlatch and to see in them two classic examples of the 'gift'. I believe, on the contrary, that we have here a question of two quite different institutions.

In the first place, a counterpart is asked for in the *kula.* The person who offers the *vaga* (initial gift) in fact pronounces, according to Malinowski, a few words such as: 'This is a *vaga* (opening gift) – in due time, thou returnest to me a big *soulava* (necklace) for it' (11). The demand for a counter-gift is explicitly made. This is what Malinowski underlines in saying that the *kula* is 'a gift repaid after an interval of time by a counter-gift' (12). In any case, even if the person providing the *vaga* did not demand the counter-gift in advance, the whole institution, the whole spirit of the institution one might say, clamours for this return.

Not only is a counterpart asked for in the *kula*, but more than that, it is required. It can be taken by force. Here is what Malinowski says:

> If I have given a *vaga* (opening gift of valuable) to a partner of mime, let us say a year ago, and now, when on a visit, I find that he has an equivalent *vaygu'a* [*kula* object], I shall consider it his duty to give it to me. If he does not do so, I am angry with him, and justified in being so. Not only that, if I can by any chance lay my hand on his *vaygu'a* and carry [it] off by force (*lebu*), I am entitled by custom to do this, although my partner in that case may become very irate. The quarrel over that would again be half histrionic, half real. (13)

This fundamental passage calls for a lot of commentary, but I shall content myself with one: the procedure described is exactly like a seizure of goods, in the sense in which our judicial system proceeds to the seizure of a debtor's goods. There is literally a 'forced discharge' of the debt, with use of force. We are now confronted with what I have called above a legal obligation.

One point, however, needs to be clarified. In our societies, a seizure of goods is carried out on the property of a recalcitrant or insolvent debtor. According to French law, it is the worldly wealth as a whole that guarantees the debt: we seize moveable property or fixed real estate, valuables, or odds and ends. The reason for the debt is of little importance; it does not matter whether the debt was incurred by marrying off a daughter, by living a life of luxury, or by providing for an aged mother. The same is not true of the Trobriand Islanders: *only kula-type goods can be seized for a kula debt.* It is also necessary to point out: not any type of *kula* object may be taken, but the specific type which the one-way direction of the *kula* cycle allows the creditor to take, a necklace for a bracelet or a bracelet for a necklace. But it is totally out of the question to take yams in reimbursement for a necklace. In other words it is not, contrary to the case with us, the whole of a person's wealth which guarantees the debt, it is only *kula* goods. And, as these goods circulate, the person with the claim has to wait until the debtor has acquired the appropriate object. The contrast with our institutions does not lie in the kind of transfer: it is not that there we have a gift and here we have an exchange, for in both cases we have exchange with the obligation to return, in both cases we have debt and credit, debtors and creditors. The difference lies in the *different rules governing the liability for debt:* roughly speaking, in the Trobriands it is a matter of liability limited both by rules relating to the direction of circulation, and by the type of goods in question *(kula* goods are of the two kinds only, necklaces or bracelets). In Melanesia debt is only claimable on specific goods of a well-defined type. Putting this another way, the repayment of a debt can only be demanded if and when the debtor has actually obtained an appropriate object (14). It is a conditional debt, which represents a significant difference from our institutions.

Our fifth example is that of the debtor in our societies. We have already said everything necessary about this and must pass on to our sixth and final example: the debtor in certain precolonial societies in Africa, as for example, those of the lower Congo. In these societies, a non-return exposes one to something quite different from what takes place in ours: one may be put in pawn to the creditor and perhaps eventually become his slave. I do not

know why this phenomenon is never considered in discussions on the obligation to reciprocate: it is clearly attested in many societies in Africa and Asia. What is the difference from our previous cases? Now the debt is not only claimable on the property but also on the very person of the debtor. If, in the case of Melanesia, we could speak of a limited liability which never involved the general property of the debtor, in the case of Africa we must speak of the unlimited liability of the debtor, extending even beyond a person's property in the ordinary sense.

Let us sum up and conclude. We have put forward six cases. In five of them we have been able to speak of the 'obligation to reciprocate', but the expression covered very different realities. Let us consider only the sanction on the obligation: from one case to the other, it runs the gamut of variations from a purely moral sanction to the most severe kind of constraint on the person. And there is very little in common between, at the one extreme, self-reproach along with the vague feeling of having failed in one's duty and, at the other, the sanction of slavery for debt. It is not, however, a question of an infinite scale of minute gradations, a continuum which cannot be broken up. The six cases we have discussed fall into two groups.

First Group:
1. In the charitable donation, there is no question of an obligation to reciprocate.
2. In invitations among friends, there is only a feeling of obligation but no sanction.
3. In the potlatch, there is a social sanction but not a legal one.

In none of these three cases can a return he demanded; the donor has given and cannot require reciprocation. We are justified in speaking of 'gift': a gift is the act of someone who provides something without demanding a return. That does not mean that the donor might not hope for one; but none is requested and there is no recourse against the ungrateful recipient who returns nothing. *It is a question of rights:* according to what everyone understands by a gift, the donor has no right to claim a return. The donor cannot oblige the recipient to reciprocate.

Second group:
1. In the *kula*, the donor (I am only using this term out of respect for anthropological tradition as I consider that 'creditor' would be a more appropriate term) can seize from the donee (whom I would prefer to call the 'debtor') a *kula* object.
2. In credit as it is practised in our society, the creditor can proceed to a seizure of the debtor's goods.
3. In numerous precolonial African societies, the creditor can seize the person of the insolvent debtor and make that person a slave.

These three cases differ only in the extent of the liability brought into play by the obligation. In all three an individual has provided something which entails the right to claim a return; there is a right, the person can demand it and, to exercise this right, can have recourse to certain forms of constraint. We are no longer in the area of the gift but in that of the exchange, of debt and credit.

If we do not see that, if we do not ask ourselves about the modes of sanction associated with the idea of obligation, we blur all the difference between gift and exchange (15). This is precisely where Mauss's famous thesis on the obligation to reciprocate leads. If it simply applied uniformly to every kind of transfer, there would no longer be a difference between giving and selling, between parting with something free of charge or explicitly against a significant charge, between giving for a consideration or for nothing. It is not the smallest paradox of the *Essay on the gift* that after reading it, if we embrace the theses of its

author, we can no longer see what a gift is.

A final comment, I have put forward these six cases simply to demonstrate the inadequacies of Mauss's reflections on the notion of obligation and correlatively on that of sanction. The range of variations one could construct from ethnographic examples is obviously much wider. And just as obviously, there is much more one could say on the notion of obligation. I would emphasise that the essential distinction proposed in this chapter is a jural distinction, and it is only in this way that we can distinguish gift and exchange: the exchanger (seller, creditor) has a jural right to a return, the donor dues not. On this point we need to beware of the current mistaken tendency to assimilate obligation, what is obligatory and the person under an obligation, on the one hand, with necessity, what necessarily ensues, and what a person cannot escape, on the other. Spoken French uses the expression *bien obligé* to signify that one cannot do otherwise. Now a jural obligation does not entail an ineluctable consequence. In our societies, the creditor may well have a claim sanctioned by public authority and the full force of state control, the debtor may well have a legal and absolute obligation to repay, but if the debtor owns nothing the seizure of goods will have no effect: there will have been an obligation to reciprocate and yet nothing will be repaid for the good raison that nothing can be repaid. Cases of failure or bankruptcy are common: the legal obligation to reciprocate does not mean complete regularity in exchanges. Conversely the lack of a legal obligation to repay does not mean irregularity in exchanges. I do not have enough data on the frequency of default regarding return in the potlatch – I do not believe that anyone else has either – but I do not see why obligations to reciprocate should be less honoured by Kwakiutl chiefs than their debts are by capitalist entrepreneurs.

ANNEX: Was the *obligation to reciprocate in the potlatch sanctioned by slavery for debt?*

This is what Mauss writes on the subject of the potlatch:

> The punishment for failure to reciprocate is slavery for debt. At least, this functions among the Kwakiutl, the Haïda and the Tsimshian. It is an institution really comparable in nature and function to the Roman *nexum.* The individual unable to repay the loan or reciprocate the potlatch loses his rank and even his status as a free man. Among the Kwakiutl, when an individual whose credit is poor borrows, he is said to 'sell a slave'. There is no need to point out the identical nature of this and the Roman expression (16).

Here is attached a footnote which reads: 'When an individual so lacking in credit in this way [translation slightly amended] borrows something in order "to make a distribution" or "to make an obligatory redistribution ", he "pledges his name", and the synonymous expression is "he sells a slave"': the reference is directly to Boas (17).

We will now briefly examine the question of the Roman *nexum.* It was already very controversial at the time of Mauss (18), and was to become even more so afterwards (19). We know practically nothing about this ancient institution from the beginnings of the Republic, which was modified by the law of Poetelius in 326 B.C.: Roman specialists continue to dispute the contents of this law and construct in its connection increasingly cautious hypotheses, which nonetheless remain flimsy ones (20). All we know is that the ancients called a man *nexus* who was bound by the *nexum* (these terms derive from *nectare,* to bind, which can be taken in the legal sense of a bond as well as in the literal sense), that these people were chained before the law of Poetelius and no longer were afterwards. We know of a few formulaic scraps of wording relating to the *nexum*, but modern authors who have had anything to say on the question have not been able to specify exactly what was the legal status

of the *nexus*, any more than the Roman authors could (they were all late). This material will certainly not help us to understand what happened on the North-west Coast. More than that, it can only confuse us. And in any case Mauss is wrong in presenting the *nexus* as an enslaved debtor: to our knowledge, no historian of Rome has ever upheld this thesis. It is directly contradicted by the ancients who stated and emphasised that the *nexus* is a man of free status (21). Slavery for debt in Rome, at least according to the specialists' view of it, resulted from a legal procedure described in the Twelve Tables, and affects a man who is *addictus* (taken away by the creditor following a judgment), not *nexus.* The Institution of *nexum* was indeed related to debt, but there is no proof that the creditor could seize the debtor to make a *nexus* of him. One of the rare historical examples we have of this question comes from *Livy's History* (though even this case is far from certain, since Livy was writing three centuries after the event). It concerns a son who proposes himself, that is to say voluntarily offers himself, as a *nexus* to a creditor on account of his father's debts (22).

Today these questions of Roman law are neglected and largely out of fashion. Nonetheless, I wanted to put them forward for otherwise one might imagine that Mauss had at his disposal some argument, barely comprehensible to the present-day reader, drawn from his knowledge of Roman law. I do not believe that he had, and I do believe that ancient Roman law is no easier to reconstruct than Kwakiutl law. But let us move on to the heart of the subject.

On what sources does Mauss base his statement that the obligation to reciprocate in the potlatch was sanctioned by slavery for debt? Solely on the Kwakiutl expression quoted by Boas in *Secret Societies* and translated as 'selling a slave' (23). From this expression Mauss draws the conclusion that slavery for debt sanctions the obligation to reciprocate in the potlatch. But he is making several mistakes.

First, there is an error of interpretation regarding the meaning of the expression, which is also a logical error. *To have to 'sell a slave' to settle a debt is not, in fact, the same thing as being reduced to slavery for debt.* If the Kwakiutl say that an individual man (whose 'credit is poor', to use Mauss's term) who borrows is 'selling a slave', they are not saying that he is selling *himself* or ought to sell himself into slavery. The expression implies nothing of the kind, and all this evidence makes the interpretation of the expression in terms of slavery for debt seem improbable. Along the whole of the North-west Coast, chiefs had many slaves at their disposal; copper discs were exchanged for slaves and nothing could be more ordinary than to pledge a slave to guarantee a loan. If the loan cannot be returned, the slave is forfeit, naturally, and it is just as if his owner had sold him.

Second, Mauss makes a mistake in his reading, having failed to put Boas's phrase into context. Boas, *in fact, does not deal with the potlatch*, nor the obligation to reciprocate in the potlatch, on the page quoted nor in the subsequent pages. He refers only to the way in which one acquires potlatch goods outside potlatch ceremonies, and this is through a purchase, a purchase on credit (24). At this point indeed Boas presents very precise data on the credit and rates of interest operating at the time of his observations: but these data relate only to a way of purchasing potlatch goods in advance of a potlatch ceremony, not to the potlatch itself. Nothing is easier to understand than that two different forms of transfer should exist side by side in these societies (25): the same is true in our own, for when 1 buy something on credit from a retailer in order to give a present to my children, the same object is successively involved in a sale and a gift. From all this we must conclude, with complete confidence, that even if the Kwakiutl expression 'selling a slave' indicated the existence of slavery for debt, it would in no sense prove that this form of sanction applied in the potlatch.

Third, and finally, Mauss takes the Kwakiutl expression literally without asking himself if it might not simply be a metaphor. After all, it is perhaps only a manner of speaking: the existence of a verbal expression and the reality of an institution are two separate

things. Indeed, doubts may perhaps have already entered our mind when we read in Mauss's note (cited above, at the start of the Annex) that 'selling a slave' is, according to Mauss, synonymous with 'pledging one's name'. How can pledging one's name be the same thing as slavery for debt, that is to say, the same as pledging one's liberty, or one's person? We may well pledge our name, and even our honour, in our own societies (one can be 'on one's honour' to reciprocate a loan), but them is no slavery for debt.

If Mauss had reproduced Boas's text completely, he could have answered the question we have asked. Here is the text:

> When a person has a poor credit, he may pawn his name for a year. Then the name must not be used during that period, and for 30 blankets which he has borrowed he must pay 100 in order to redeem his name. This is called q'a'q'oaxo (selling a slave). (26)

This text could not be clearer: it is the name that is pledged, that one pawns. We know how important names are on the North-west Coast, of similar importance to titles, heraldic emblems, etc. A man who borrows pledges his name, which is already a great deal, but he does not pledge his person or his liberty. There is no slavery for debt, nor does the borrower sell one of his slaves to guarantee or to pay back a debt. The expression 'selling a slave' is pure metaphor. This is also the conclusion that one can draw from Curtis's text – a text which Mauss could have known since it was published some years before the *Essay on the gift*. In it Curtis deals with exactly the same phenomenon of borrowing, the same procedure (with an interest rate of 200 percent, analogous to the hundred blankets which in Boas's account had to be repaid for the thirty borrowed), the same expression. But he gives more detail than Boas. The borrower can introduce his daughter into the bargain and express himself in these terms: 'I wish you to take hold of the foot of my daughter' or ' I wish you to buy my daughter's name to be your slave'. It is the daughter's name which is put into slavery, not the daughter. It is a metaphor in the same way as 'taking hold of the foot' of the daughter (27). Curtis describes the ceremony: a model hand is publicly fashioned from the bark of a cedar tree. Nothing happens to the girl. What consequences follow from this solemn and particularly weighty form of loan? Curtis does not say; and doubtless Codere, commenting on Boas's text, is right to interpret this 'slavery of the name' by saying that a person who has pawned a name in this way cannot take part in the potlatch for the entire duration of the pledge (28), a year according to Boas. This seems to me the most probable meaning of the Kwakiutl expression (29).

However, we have not yet quite finished with our critique of the Maussian text we are calling into question. For a text sins by omission as well as commission. And so we need to add what Mauss does not tell us: no ethnologist has ever claimed that the person who did not reciprocate goods received during a potlatch could he reduced to slavery. The silence of sources is certainly a weak argument but in the end, if other ethnologists have seen and spoken of slavery for debt elsewhere in the world, in Africa, in Asia, and even in northern California, why, if it had existed among the Kwakiutl, Haïda, or Tsimshian, did nobody notice it? Indeed the sources are not totally silent. Earlier I quoted Curtis, who explicitly denies any form of constraint in the potlatch: it follows that he would even more strongly have denied debt slavery. In fact he does deal with debt (which arises not from the potlatches, but from loans, phenomena which he never confuses (30) and he explicitly says that the creditor has little recourse against an insolvent debtor. A creditor's cause will only be considered a just one if he pledges himself to make some public distribution, and the debts are in fact reimbursed on the very same day, so that the creditor immediately loses what he has just regained. Who could believe that a society imposing such an unenviable fate on a creditor would at the same time practise slavery for debt?

NOTES

1. M. Mauss, *The gift: the form and reason for exchange in archaic societies* [1925], trans. W.D. Halls, London, 1990.
2. *Dictionnaire historique de la langue française*, ed. A. Rey, Paris 1992.
3. This is something which has been emphasized by a multitude of researchers, the latest to my knowledge being Temple and Chabal, the first part of whose recent book bears the heading: 'A gift is the opposite of an exchange' (D. Temple and M. Chabal, *La réciprocité et la naissance des valeurs humaines,* Paris, 1995). These authors, however, do not necessarily draw the same critical conclusions as I do concerning Mauss.
4. A more complete definition appears in a separate work (A. Testart, 'Les trois modes de transfert', *Gradhiva* 21, 1997, pp. 39-58.
5. P. Veyne, *Le pain et le cirque*, Paris, 1976.
6. This point has been sufficiently clarified by the research of Codere and of Mauzé. The agonistic character of the potlatch probably only developed after 1850, because of the influx of quantities of goods of considerable value, and also by reason of the appearance of a class of the newly rich, etc. We should mention, of course, that we do not reproach Mauss for describing the potlatch under the erroneous label of agonistic giftgiving, as the research allowing this to be corrected is quite recent and could not have been known to him, (H. Codere, *Fighting with property: a study of Kwakiutl potlatching and warfare,* 1792-1930, *New* York. 1950; M. Mauzé, 'Boas. les Kwagul et le potlatch: éléments pour une réévaluation'. *L'Homme* 26, 1986, pp. 21- 63.)
7. E.S. Curtis. *The Kwakiutl*, vol. 10 of *The North American Indians,* Norwood, 1915, p. 143 (my emphasis).
8. Ibid., my emphasis.
9. Ibid.
10. Ibid.
11. B. Malinowski, *Argonauts of Western Pacific*, London, 1912, p. 98.
12. Ibid.
13. Ibid., pp. 3534.
14. In my opinion this remark accounts for what has been called 'the enigma or the third person' in the *hau* of the Maori (O. Casajus, 'L'énigme de la troisième personne', in *Différences, valeurs, hiérarchie: textes offerts à Louis Dumont*, ed. J.C. Galey, Paris, 1984). The person who has received an object must not and cannot reciprocate until this item has been passed on to a third person, who responds with an appropriate, and different, object, usually as a counter-prestation, which can then be used in making a return to the original donor.
15. This argument has already been capably put forward by D. Vidal, in 'Les trois Grâces ou l'allégorie du don', *Gradhiva* 9, 1991, pp. 30-47, at p. 41.
16. This paragraph appears in Mauss', famous argument on the 'three obligations to reciprocate', more precisely in that part of the argument on the obligation to reciprocate which begins thus: 'The obligation to reciprocate is the essence of the potlatch'. Mauss, *The gift*, p.42.
17. Ibid., footnote 204, p. 122. This refers to P. Boas, 'Secret societies and social organization of the Kwakiutl Indians', *Rep. Amer. Nat. Mus.,* 1895, p. 341; P. Boas and G. Hunt, 'Ethnology of the Kwakiutl', *35th Annual Report of the Bureau of American Ethnology,* 1921, pp. 1424, 1451, under the heading *kelgelgend.* Cf. p. 1420.
18. Mauss deals with the *nexum* a few pages further on in *The gift,* but only in accordance with his view of the confusion of things and persons in archaic forms of law and from the point of view of 'magic' which prevailed at the time (closely following Huvelin's interpretation, which he quotes; see p. 48ff).

19. The matter has recently been settled by specialists in Roman law. See A. Watson, *Rome of the XII Tables*, Princeton, 1975, pp.111-23; or R. Villers, *Rome et le droit privé,* Paris, 1977, pp. 69-71. A simple and sensible account of the question is offered in the latter, as well as a reasoned selection of references taken from a particularly abundant bibliography.
20. For example. G. MacCormack. 'The "Lex Poetelia', *Labeo* 19, 1973, pp. 306-17;or A. Magdelain, 'La loi *Poetelia Papiria* et la loi *Julia de pecuniis mutuis',* in *Jus imperium auctoritas, Etudes de droit romain,* 1990, Ecole française de Rome, pp. 707-11. The latter confines himself to a more critical point of view.
21. According to the often quoted text of Varro, 'Liber qui suas operas pro pecunia quam debet dat, dum solveret, nexus vocatur' (a free man who gives his labour in exchange for the money he owes until he has discharged the debt is called a *nexus).* (*De lingua latina*, 7.105.)
22. See Livy 8.28.
23. The other two references given in his note (see no. 17 above) are to vocabulary lists, which in themselves could not possibly establish that slavery for debt existed.
24. Codere saw this clearly, when in commenting on this same text of Boas, she speaks of these loans or sales as being 'preparatory' to the holding of a potlatch *(Fighting with property*, p. 70ff and figure 5).
25. This is precisely Mauss's problem, in that he does not distinguish, either for the Kwakiutl or in his own general analysis, between the different forms of transfer. Thus, when he writes in the paragraph quoted, 'L'individu qui n'a pu rendre *le prêt ou le potlatch* perd son rang' (my emphasis) he simply puts loan and potlatch into the same category, and he does not seem to feel the need to ask himself whether they refer to the same form of transfer, whether the first does not refer to an exchange and the second to a gift.
[*Editors' note:* In the translation by W.D. Halls which we have used above, the very wide sense of the French *rendre* has been separated into two for purposes of conveying the sense better in English: 'The individual unable to *repay the loan or reciprocate the potlatch* loses his rank' (our emphasis; see above). This distinction between *repay* and *reciprocate* matches Testart's point.]
26. Boas, 'Secret societies', p.341.
27. Curtis, *The Kwakiutl*, p.144.
28. Codere, *Fighting with property,* p.70, note 23.
29. I am grateful to my friend Marie Mauzé for drawing my attention to a passage in Drucker and Heizer's book relative to this same institution, *'q!aqakwa* ("buying a slave"), in which a chief's son was nominally purchased, to be redeemed by at least three times the original amount of wealth goods plus various privileges' (P. Drucker and R. Heizer, *To make my name good: a reexamination of the southern Kwakiutl potlatch*, Berkeley and Los Angeles, 1967. p. 73). Although the description is short, it is in agreement with what we already know: it is a *nominal* purchase, more a case of putting into pawn or a fiduciary loan than a firm sale (given that buying back is an explicit possibility). The interest or the text lies elsewhere: the informants of Drucker and Heizer compared this phenomenon to fictive or 'mock' marriages whereby a girl could marry the arm or the foot of a chief or even one of the piles supporting the house. The interest of these marriages lay in the distributions and redistributions for which they, like other marriages, provided the occasion. It really was a legal fiction, one that entailed the movement of goods, but not of rights over people, neither over the daughter in the mock marriage, nor over the son of the chief supposedly 'sold as a slave'.
30. 'The potlatch and the lending of property at interest are two entirely distinct proceedings' (Curtis, *The Kwakiutl*, p.144).