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ΛΕΚΤΟΙ ΟΥΚΛΗΡΟΝ... ΛΑΤ ΤΟΥ ΕΧΟΝΤΕΣ ΚΛΗΡΟΝΟΜΟΥ...
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I. Jurisdictional Discretion and Law Consolidation in Roman Egypt

1. BGU I 19 = MChr. 85 (135 CE Arsinoites)

[Col. 1] |¹ αντίγραφον. |² ἐξ ἀναπομπῆς Πετρωνίου Μαρμερτίνου ἐπαρχοῦ Αἰγύπτου. |³ (ἔτους) ιθ Ἀδριανοῦ Καίσαρος τοῦ κυρίου Μεχειρ ιζ ἐπὶ τῶν κατὰ Χεναλεξᾶν πρὸς |⁴ Πετεσοῦχον καὶ Διονύσιον. Μένανδρος ὁ κριτῆς τοῖς διαδικαζομένοις |⁵ εἶπεν· ὑπερεθέμην τὸ νῦν π[ρᾶγ]μα, ἐπὶ καθολικὸν ἦν, ἄχρι οὗ γράψω |⁶ τῷ κρατίστῳ ἡγεμόνι εἰ [κ]αὶ {αι} Αἰγυπτίων υἱωνοῖς καὶ υἰδ[αῖ]ς δέδοται |⁷ τὰ μαμῶα [δι]ὰ τῆς τοῦ κυρίου Ἀδριανοῦ Καίσαρος χάριτος. ἀναγνωσθή|⁸σεται οὖν ἡ ὑπ' ἐμοῦ τῷ κρατ[ίστῳ] ἡγεμόνι γραφεῖσα ἐπιστολὴ καὶ ἡ |⁹ ὑπὸ αὐτοῦ ἀντιγραφείσα μοι [.] . [κ]ελεύσας ἀμφοτέρας ἀναγνωσθῆναι |¹⁰ τοῖς τε ὑπομνήμασι ἀναλ[ημ]φθῆναι περιεχων κατὰ λέξιν οὕτως· ...

[Col. 1] |¹ Copy. |² By virtue of delegation from Petronius Mamertinus praefect of Egypt, |³ in the 19th year of Hadrian Caesar the Lord, Mecheir 17th. In the matter of Chenalexas against |⁴ Petesouchos and Dionysios, Menander the judge to the parties, |⁵ said: I deferred the present affair, since it is of general interest, until I had written |⁶ to the most illustrious praefect if also to the grandsons and granddaughters of the Egyptians it is granted |⁷ the property of the grandmother by the concession of Hadrian Caesar the Lord. The letter |⁸ shall thus be read that was written to the most illustrious praefect by me and the |⁹ answer written by him to me, having ordered that both be read, |¹⁰ and added to the records as read, thus: ... [The letter to praefect follows, with his answer, and the verdict for Chenalexas]

2. Ulp. 5 off. proc. D. 5.1.79.1

Iudicibus de iure dubitantibus praesides respondere solent: de facto consulentibus non debent praesides consilium impertire, verum iubere eos prout religio suggerit sententiam proferre: haec enim res nonnumquam infamat et materiam gratiae vel ambitionis tribuit.

When judges doubt about the law, they usually receive an answer from the provincial governor: governors should instead refrain from giving advice to those judges who consult about the facts, rather ordering them to give a verdict as their conscience may dictate: since this often results in infamy, giving occasion for partiality or corrupt solicitation.

3. BGU XX 2863 (after 133 CE Arsinoites?)

|¹ ἀντίγραγον ἐπιστολῆς. |² [Π]ετρωνίῳ Μαρμερτίνῳ τῷ κρατ[ί]στ[ω] ἡγεμόνι |³ [.] . . . υἱος Ἀρποκρατίων κριτῆς χαίρειν. |⁴ [ἔξ] ἀ[ν]απ[ο]μπῆς σου, ἡγεμῶν κύριε, Ἡρακλείδης τ[ί]ς |⁵ Α[ι]γύπτῳ ἐδικάσατο Ἑρμῖα καὶ Πτολεμαῖω καὶ Ἀρτεμ[ί]δω τ<ο>ῖς τρισὶ θείο[ι]ς ἐξ αὐτοῦ πρὸς μητρὸς μετε|⁷χόμενος ὑπάρχοντα ἃ ἡ μήτηρ αὐτοῦ Πτολεμαῖς ὑπὸ τοῦ |⁸ πατρὸς αὐτῆς κατὰ διαθήκην συν<ε>κχώρητο ἔχειν μετὰ τε|⁹λευτῆς ἐκείνου· καὶ τῶν θείων διαβεβαιωσ[α]μέν[ων] προ|¹⁰τετελε[υ]τηκέναι τοῦ πατρὸς τὴν ἀδελφὴν αὐτῶν κ[α]ὶ κατὰ |¹¹ [τοῦτ]ο φασκόντων ἀνακεκαμμέν[α] εἰς ἐκείνον τὸ τῆς |¹² [δια]ταγῆς δικαίον καὶ αὐτοῖς μόνοις προσήκειν τὰ πα|¹³τρῶα, ὃ Ἡρακλείδης ἤξιος β[ο]ηθεῖσθαι τῇ τοῦ κυρίου |¹⁴ Α[ν]τοκράτορος ἐπιστολῇ ἣτ[ί]ς [δια]τάγματι σου ἀνεῖληπι|¹⁵τα[ί]α τῶν ἐξ ἐναντίας μη . . [.] . [.] . . ι . . ν . λ [.] . . . [.] . [.] . . . [c. 2-3] |¹⁶ γεγράφθαι αὐτὴν [δι]αβ[ε]β[αι]ω[σ]μ[ε]ν . . α . . [.] . [c. 2-3] |¹⁷ παρ' Αἰγυπτίοις θυγατριδοῦς υἱοῖ[ς] σ[υ]νκληρο[νο]μ[ε]ν[ι]ν c. 2-3 |¹⁸ τε τῷ διεληλυθότι . [.] . [.] ἐνθάδε ἐπ δ[c. 3] |¹⁹ Διοσκουρίδῃ τῷ [νο]μικῷ ζητησαμ[ε]ν[ε]ν[ω] θε[c. 3-4] |²⁰ ὁμοίον ἐπε[c. 9] . λλω[c. 3] . . . α[c. 5] |²¹ θυγατριδοῖ εσ[c. 10] . ε . ο[c. 12] |²² [.] . [

|¹ Copy of a letter. |² To Petronius Mamertinus, vir egregius, praefect, |³ ...ius Harpokration, judge, greetings. |⁴ Resulting from delegation from you, lord praefect, a certain Herakleides, |⁵ Egyptian, sued Hermias and Ptolemaios and Artemidoros, his three maternal uncles, claimi|⁷ng property which his mother Ptolemais had been |⁸ granted by her father in testament to have after |⁹ his death; and when the uncles asserted |¹⁰ that their sister had predeceased her father and accordingly |¹¹ affirmed that had reverted to him the |¹² right of testamentary disposition (?) and that to them alone belonged the |¹³ father's estate, Herakleides claimed to be aided by the |¹⁴ epistula of our lord emperor which was incorporated in an edict of yours. |¹⁵ His opponents - - |¹⁶ had it written (? , or "indicted her" ?) affirming (? - - |¹⁷ among Egyptians for daughter's sons to inherit together with sons - - |¹⁸ in the past x (?) year - - here (? now?) - - |¹⁹ to Dioskourides the legal adviser having enquired - - |²⁰ in a similar (case ?) - - |²¹ daughter's sons - - -

4. SB XII 10967 = P. Mich. inv. 2964 (ca. 165–175 CE Memphites)

|¹⁹ (ἔτους) ιη Ἀντ[ω]νεῖνου Καίσαρος τοῦ κυρίου [[ἐν Μέμφι] Φαρμου²⁰θι ιβ. ἐν Μέμφι ἐξ αἰτημάτων Μεμφιτῶν. μεθ' ἕτερα |²¹ Λιβεραλ[ί]ς εἶπεν· οὐ μόνον τῷ θεῷ Ἀδριανῷ ἀλλὰ καὶ τῷ |²² υἱῷ αὐ[τοῦ] τῷ κυρίῳ ἡμῶν τοῦτο ἔδοξεν. ταῦτα δὲ |²³ κατὰ [τὴν]

|¹⁹ 18th year of Antoninus Caesar the Lord [[at Memphis]], Pharmou²⁰thi 12th. At Memphis, from the appeals of the Memphites. After other matters |²¹ Liberalis said: "Not only to the deified Hadrian but also to his |²² son, our Lord, this seemed good. These judge-

γνώμην καὶ τὴν φύσιν τῶν ἐκάστοτε προ|²⁴εστῶ[τω]ν τῆς ἐπαρχίας καὶ τῶν πραγμάτων τὰ ἰδιώ|²⁵ματα [κρί]νεταί· τὰ γὰρ διατεταγμένα μένει καὶ ἀσάλευ|²⁶τά ἐσ[τι κ]αὶ οἶμαι ὅτι ὑπὸ πάντων τηρεῖται τόδε· πα|²⁷ραβ[ίνει]ν τὰ διατεταγμένα τοιοῦτόν ἐστιν ὅποιον |²⁸τὸ ὑβ[ρί]ζειν καὶ ἀνδροφονεῖν.

ments instead |²³ are given according to the mind and character of those who are on each occasion in |²⁴ charge of the prefect's office, and according to the peculiarities of each case. |²⁵ For the edicts stand firm and |²⁶ are unshakeable, and I intend this to be observed by all: |²⁷ transgressing the edicts is like |²⁸ outrage or homicide.

5. OGIS II 669, II. 12-15 (Edict of Tiberius Iulius Alexander, 68 CE, §1)

|¹² ... διόπερ καὶ αὐτὸς οὔτε ἤγαγόν τινα εἰς τελωνείαν ἢ μίσθωσιν οὔτε ἄλλω, <ε>ιδῶς τοῦτο |¹³ συμφέρειν καὶ ταῖς κυριακαῖς ψήφοις τὸ μετὰ προθυμίας ἐκόντας πραγματεύεσθαι τοὺς <δ>υνατούς. πέπεισμαι δὲ ὅτι οὐδ' εἰς τὸ μέλλον ἄκοντάς τις ἄξει τελῶνας |¹⁴ ἢ μισθωτάς, ἀλλὰ διαμισθώσει τοῖς βουλομένοις ἐκουσίως προ<σ>έρχεσθαι, μᾶλλον τὴν τῶν προτέρων ἐπάρχων αἰώνιον συνήθειαν φυλάσσωσιν ἢ τὴν πρόσκαιρόν τινος ἀδικίαν |¹⁵ μειμησάμενος.

... Therefore I myself have not forced and shall not force anyone into tax farming or lease, for I know that it is to the advantage of the imperial revenues, too, to have competent men administer these willingly and zealously. And I am confident that in the future as well nobody will force tax farmers or lessees against their will, but will lease to persons willing to come forward voluntarily, preferring to observe the invariable practice of the former prefects rather than to imitate the sporadic injustice of some.

6. P. Oxy. II 237 (186 CE Oxyrhynchos): Dionysia's second court precedent, October 14th, 133 CE

ἐξ ὑπομ[νηματισ]μῶν |³⁰ Πακωνίου Φήλικος ἐπιστρατήγου. (ἔτους) ιη θεοῦ Ἀδριανοῦ, Φαῶφι ιζ, ἐν τῇ παρὰ ἄνω Σεβεννύτου, ἐπὶ τῶν κατὰ Φλαυήσιος |³¹ Ἀμμούνιος ἐπὶ παρούσῃ Τατιχῆκει θυγατρὶ αὐτοῦ πρὸς Ἡρώνα Πετεήσιος. Ἰσίδωρος ῥήτωρ ὑπὲρ Φλαυήσιος εἶπεν, “τὸν οὖν αἰτιώμενον |³² ἀποσπάσαι βουλόμενον τ[ῆ]ν θυγατέρα αὐτοῦ συνοικοῦσαν τῷ ἀντιδικῷ δεδικάσθαι ὑπογύως πρὸς αὐτὸν ἐπὶ τοῦ ἐ[πι]στρατήγου |³³ καὶ ὑπερθεῖσθαι τὴν δίκην ὑμῖν ἵνα ἀναγνωσθῇ ὁ τῶν Αἰγυπτίω[ν νό]μος. Σεουήρου καὶ Ἡλιοδώρου ῥητόρων ἀποκρειαμένων |³⁴ Τειτιανὸν τὸν ἡγεμονεύσαντα ὁμοίας ὑποθέσεως ἀκούσαντα [ἐξ] Αἰγυπτιακῶν προσώπων μὴ ἠκολουθηκέναι τῇ τοῦ νό|³⁵μου ἀπανθρωπίᾳ ἀλλὰ τ[ῆ] ἐπι[νοί]α τῆς παιδός, εἰ βούλεται παρὰ τῷ ἀνδρὶ μένειν. Πακωνίος Φήλιξ· ἀναγνωσθητο ὁ νό|³⁶μος. Ἄνα|³⁶γνωσθέντος Πακωνίος [Φή]λιξ· ἀνάγνωται καὶ τὸν Τειτιανοῦ ὑπομ[ν]ηματισμόν. Σεουήρου ῥήτορος ἀναγν[όν]τος, ἐπὶ τοῦ [ιβ] (ἔτους) Ἀ[δ]ρια[νοῦ] |³⁷ Καίσαρος τοῦ κυρίου, Παῦν[ι] η, Πακωνίος Φήλιξ· καθὼς ὁ κράτιστος Τ[ει]τιανὸς [ς] ἔκρεινεν, πεύσσονται τῆς γυναικός· καὶ ἐκέλευ[σε]ν δι' [ἐρ]μη|³⁸νέως αὐτὴν ἐλεγχθῆν[α]ι, τί βούλεται· εἰπούσης, παρὰ τῷ ἀνδρὶ μένειν, Π[α]κωνίος Φήλιξ ἐκέλευσεν ὑπομνηματισθῆναι.

Extract from the minutes |³⁰ of Paconius Felix, epistrategus. ‘The 18th year of the deified Hadrian, Phaophi 17, at the court in the upper division of the Sebennyte nome, in the case of Phlauesis, |³¹ son of Ammounis, in the presence of his daughter Taeichekis, against Heron, son of Petaesis. Isidorus, advocate for Phlauesis, said that the plaintiff therefore, wishing |³² to take away his daughter who was living with the defendant, had recently brought an action against him before the epistrategus |³³ and the case had been deferred in order that the Egyptian law might be read. Severus and Heliodorus, advocates (for Heron), replied |³⁴ that the late praefect Titianus heard a similar plea advanced by Egyptian witnesses, and that his judgement was in accordance not with the inhumanity |³⁵ of the law but with the choice of the daughter, whether she wished to remain with her husband. Paconius Felix said, ‘Let the law be read.’ When it had |³⁶ been read Paconius Felix said, ‘Read also the minute of Titianus.’ Severus the advocate having read “The 12th year of Hadrianus |³⁷ Caesar the lord, Payni 8 (&c).” Paconius Felix said: ‘In accordance with the decision of his highness Titianus, they shall find out from the woman.’ and he ordered that she should be asked through an |³⁸ interpreter what was her choice. On her replying ‘To remain with my husband’, Paconius Felix ordered that the judgement should be entered on the minutes.

7. C. 8.52(53).1 (224 CE)

Imp. Alexander A. Apro <evocato>. Praeses provinciae probatis his, quae in oppido frequenter in eodem genere controversiarum servata sunt, causa cognita statuet. nam et consuetudo praecedens et ratio quae consuetudinem suasit custodienda est, et ne quid contra longa consuetudinem fiat, ad sollicitudinem suam revocabit praeses provinciae. PP. vi k. April. Iuliano et Crispino cons. [= C. 8.§10.3, iunge C. 8.1.1]

The Emperor Alexander A. to Aper, <veteran>. The provincial governor shall, once what is commonly decided in the town in this type of controversies is proven, solve the case accordingly, once the case is heard. For existing custom and the reason that led to it must be kept, and the provincial governor must be careful that nothing is done against a long-established custom. Published six days before the kalends of April, during the second consulate of Julian, and that of Crispinus.

8. Call. 1 quaest. D. 1.3.38

Nam imperator noster Severus rescripsit in ambiguitatibus quae ex legibus proficiscuntur consuetudinem aut rerum perpetuo similiter iudicatarum auctoritatem vim legis optinere debere.

For our Emperor Severus stated by rescript that regarding the uncertainties that may arise from the laws, custom, or the authority of perpetually uniform judgments, should obtain the force of law.

9. SB XIV 12139 = P. Mich. inv. 184 (late 2nd/3rd cent. CE Oxyrhynchites)

[Col. 5] |¹¹ ... Νεῖλος· Ἡλιόδωρος μ[έ]ν, ἐπεὶ μὴ ἦσαν συγγενεῖς |¹² οἱ ἀμφισβητοῦντες ἀλλὰ αὐτὸ μόν[ον] κοινωνοί, οὕτω[ς] ἀπε|¹³φήνατο. Μამερτεῖνον (i.e. Μάμερτεῖνος) δὲ ὁ ἡγεμονεύσας ἐπιστεῖλ[αν]τος |¹⁴ αὐτῷ περὶ ὁμοί[ου] πράγματος Ἀπολλωνίου (i.e. Ἀπολλωνίου) κριτοῦ ἐ[πὶ] δια|¹⁵λογισμῶ ἀν<τ>έγραψεν κατακολουθῆναι (i.e. κατακολουθῆσαι) ταῖς πλείο[σι] κρίσεσι, |¹⁶ καὶ εὐρέθησαν πλείονες ἀποκαθίστασθαι τοῖς κοινωνοῖς. τοῦτο δὲ ὑπογύως ἐστὶν μᾶλλον ἢ Σερήνου κρίσεις (i.e. κρίσις) [ἀ]ναγνόν|¹⁷τος ἄλλους πλείστους ὑπομνηματισμούς ...

[Col. 5] Nilos: 'Heliodoros pronounced such a judgement because the disputants were not relatives, but merely partners. But Mamer-tinus, the former prefect, when the judge Apollonios consulted him concerning a similar affair at a conventus, replied that he should follow the majority of the judgements, and a majority were found to have restored the property to the partners. And this recently is especially the judgement of Serenus, after his reading of a very large number of other reports of proceedings.

II. ΦΥΓΑΔΙΚΑΙ ΟΙΚΟΝΟΜΙΑΙ: Zu einigen Regelungen in ptolemäischen Amnestiedekreten

I.Prose I 16 G 19–20 (196 BCE)

Πρ<ο>σέταξεν δὲ καὶ τοὺς καταπορευομένους ἔκ τε τῶν μαχίμων καὶ τῶν ἄλλων τῶν ἀλλότρια | φρονησάντων ἐν τοῖς κατὰ τὴν ταραχὴν καιροῖς κατελθόντας μένειν ἐπὶ τῶν ἰδίων κτήσεων.

But he ordered that those who wish to return home (on the right path), both the machimoi (i.e. the Egyptian members of the army) and the others who had harboured a different view in the times of the civil war, shall remain in their own possessions after their return.

I.Kition 2017 = SEG XXXVII 1372 = C.Ord.Ptol. 41, 3–6 (145/44 BCE)

Προστέταχεν δὲ καὶ τοὺς ἀνακεχωρηκότ[ας ἐν τοῖς ἔμπροσθεν χρόνοις] | διὰ τὸ ἐνεσχῆσθαι αἰτίαις | καταπορεύεσθ[αι εἰς τὰς ἰδίας καὶ γίνεσθαι] | πρὸς αἷς καὶ πρότερον ἦσαν ἐργασίαις καὶ κομ[ί]ζεσθαι τὰ ἔτι ὑπάρχοντα | ἄπρατα ἀπὸ τῶν ἰδίων αὐτῶν τῶν διὰ ταῦτα [- - ἠνεχυρασμένων]

Furthermore, he has ordered that those who fled in times past because they are accused of (some) offences shall return to their residences, devote themselves again to the work they used to do and recover what is left unsold from their possessions confiscated for this reason.

P.Tebt. I 5 = C.Ord.Ptol. 53 col. I, 8–9 (118 BCE)

Προστέτα[χα]σι δὲ καὶ τοὺς ἀνακεχωρηκότας δ[ιὰ τὸ ἐνέχεσθαι] [λ]ήαις (I. λείαις) καὶ ἑτέραις αἰτίαις καταπορευομένους εἰς [τὰς ἰδίας] | [γ]ίνεσθαι π[ρ]ὸς αἷς καὶ πρότερον ἦσαν ἐργασίαις καὶ κομίζεσθαι [τὰ] ἔτι ὑπάρχοντα | ἄπρατα ἀπὸ τῶν διὰ ταῦτα ἠνεχυρασμένων]

Furthermore, they have ordered that those who have fled because they are accused of robbery or other offences shall return to their residences, devote themselves again to the work they used to do, and recover what is left unsold from their properties confiscated for this reason.

P.Sijp. 45 (= SB XX 14659) (197 BCE)

Kol. I

Ἀθηνόδωρος τοῖς ἀγορανόμοις χαίρειν. | τοῦ παρὰ Πύρρου τοῦ πράκτορος ὑπομνήματος | ὑπόκειται ὑμῖν τὸ ἀντίγραφον. Καταγράψατε οὖν ἑπὶ τῆς Θαυβάστει/ τὴν ὠνήν τοῦ σάματος | κατὰ τοῦτο. ἔρωσθε, (ἔτους) η' Ἀθῶρ κη. |

Ἀθηνόδωρῳ διοικητῆ παρὰ Πύρρου. | ἀπογέγραπ<τ>αι κατὰ τὸ ἐκτεθὲν πρόσταγμα | (ἔτους) η' Φαῶφι β' περὶ τῶν ἐχόντων σώματα | Αἰγύπ[τι]α ἀπὸ τῆς ἐν τῇ χώρῃ ταραχῆς | Θαυβάστις Σωκράτου Σύρα μετὰ κυρίου | Ἀπολλωνίου τῶν Ἀνθεμίδου Κρητῶς, | ὑπρέτου θωρακικῶν ἐπιλέκτων | Θάσιον ὡς ἐτῶν ιη' ὁ ἔφη εἶναι | Αἰγύπτιον· καὶ τὴν καταβολὴν | πεποιήται Θαυβάστις ἐπὶ τὴν [Σύρρου] | [Φι]λίππου τράπεζαν εἰς τὸν τοῦ | βασιλέω[ς] λόγον (ἔτους) η' Ξανδικῶ με | χαλκοῦ (δραχμῶν) φ' καὶ καταλλαγὴν | [(δραχμῶν)] νβ' (τετρώβολον) καὶ τὸ γενόμενον τέλος τῆι | τῶν ἀνδραπόδων [ὠνή] χαλκοῦ ρι' (πεντωβόλον) | [. . .] . . . ας. ἔάν σοι φαίνηται, σύνταξον | κ[α]ταγράψαι τὴν ὠνήν τῆι Θαυβάστει | [οὔ]σῃ ὡς ἐτῶν λ' βραχεῖα μελίχρῳι | [σ]τρογγυλοπροσ[ώ]πι οὐλῇ μήλωι δεξιῶ[ι] | [μ]ετὰ κυρίου Ἀπολλωνίου τοῦ Ἀπολλωνίου

Kol. II

ὡς ἐτῶν μ' μέσω μελίχρῳ ἀναφαλάντου | ὧτα ἀφεστηκότα οὐλῇ μετώπῳ | ἐξ ἀριστερῶν ἀγυῖας Ἀρσινόῃ Εὐεργέτιδος, Θασίου ἐτῶν ιη' βραχεῖας | μελάγχρῳ στρογγυλοπροσώπου | οὐλαὶ πλείους εὐσήμου ὠνή· | (ἔτους) η' Ἀθῶρ κς Δαισίου δ.

4 l. σώματος. 20 (τῆι) ed.pr. 26 l. μέσου μελίχρου 30 l. μελάγχρου

Athenodoros to the agoranomoi, greetings. Attached is a copy of the memorandum of Pyrrhos, the praktor. Set up a katahgraphe in accordance herewith. Farewell, year 8, Hathyr 28.

To Athenodoros, the dioiketes, from Pyrrhos. It has been declared, according to the decree posted from year 8, Phaophi 2, in relation to everybody who owns Egyptian slaves originating from the rebellion in the country, Thaybastis, daughter of Socrates, Syrian with Apollonios as her guardian, one of the people of Anthemidos, Cretan, and one of the members of the elite armoured forced, Thasion, approximately 18 years old, who says (or: of whom she says) that she is an Egyptian. And Thaybastis has made the payment at the bank of Phillipos into the account of the king in year 8, Xandikos 15. In copper 500 drachmas and an agio [(drachmas)]52 and 4 obols and the resulting tax for the purchase of slaves in copper 110 <drachmas> and 5 (obols) . . . When it suits you, see to it that the deed of purchase is resgistered to Thaybastis,

approximately 30 years old, short, with honey-coloured complexion, round faced with a scar on the right cheeks, with Apollonios, with the guardian Apollonios, son of Apollonios, approximately 40 years, of medium size, of honey-colored complexion, smooth head, with ears standing out, scar on the left forehead, from the street of Arsinoe Euergetis, purchase of Thasion, approxiamtely 18 years old, short, of dark hair with a roun face and easily recognisable by several scars. Year 8, Hathyr 26, Daisios 4.

Lit.

Ch. Armoni – A. Jördens, Der König und die Rebellen. Vom Umgang der Ptolemäer mit strittigen Eigentumsfragen im Gefolge von Bürgerkriegen, *Chiron* 48 (2018) 77 – 105

C.A. La'da, Amnesty in Hellenistic Egypt. A Survey of the Sources, in: K. Harter-Uibopuu – F. Mitthof (Hg.), *Vergeben und Vergessen? Amnestie in der Antike* (Beitr. Wiener Koll. Ant. Rechtsgesch., 27 – 28. 10. 2008), 2013, 163–209

III. References to Imperial Law in Coptic Child Donations Documents from 8th-Century Thebes

- For papyrological abbreviations, <https://papyri.info/docs/checklist>.
- For transcription, see https://en.wikipedia.org/wiki/Leiden_Conventions.

1. An Example in Context: P.KRU 94 (ca. 748–759 AD)

For an apparatus (including the Greek words rendered in Coptic), see <https://papyri.info/ddbdp/p.kru;:94>

[Κώμητος] υ[ιο]ῦ Χαήλ διοικ(ητουῦ) κάστρου Μεμνώνου
† ἀνοκ χαηλ πωηρε μμηνα
πρμ πκαστρον νχημε πνομος
ντπολις ερμωντ χαιρειν νετ-
σοογν μεν ντζαι νζητν εγτζαι
5 ζν νεγτζαι μμινε μμοογ νετ-
σοογ αν ντζαι εγπααρακαλει
νζενρωμε εγνοι ντζαι ζαροογ
προς τεγντισις τωογ
μν τεγπροεγμια †
10 ΝΝΟΜΟΣ ΝΒΑΣΙΛΙΚΟΝ ΚΕΛΕΥΕ
ΝΤΕΙΖΕ ΕΤΡΕΥΠΟΥΑ ΠΟΥΑ
Ρ ΠΕΤΕΖΝΑϞ ΖΜ ΠΕΤΕ ΠΩϞ ΠΕ
αιογαζτ ογν νσα τακογλογθια
ΝΝΝΟΜΟΣ ΕΤΡΑΔΩΡΙΖΕ
15 μπαμεριτ νωηρε στεφανος
εζογν επσεπτος τοπος
πζαγιος απα φοιβαμων μπτοογ
μπκαστρον νχημε
ζιτοοτκ κυριακος
20 πεπροεστος αγω πζγγογμενος
αγω πμνοχοκος αγω πεπρεσβυτερος
μπζαγιος απα φοιβαμων
ζεκακος ερεστεφανος \παωηρε/ ναωωπε
εφο νζμζαλ επσεπτος τοπος
25 μπζαγιος απα φοιβαμων
προς θε ετετννακελεγε
μμοκος ναϞ ζεκακος ννετν-
ζε εροϞ ζν λααγ ναταζια
ογδε καταστασια νϞωωπε
30 νσμνος ζν ζωβ νιμ
πετναχωνϞ επειχαρτης
νϞκιμ εροϞ εϞναωωπε
εφο νϞμμο επειωτ
μν πϞηρε μν πεπν(εγμ)α ετογ-
35 ααβ αγω νϞζι μπσαζογ
νανανιας μν σαππια
τεϞςειμε αγω νϞ-

(Greek) ... under Comes, son of Chael, the *dioiketes* of
Castrum Menonion.

(Coptic) † I, Chael, son of Mena from the Castrum
Djeme in the district of the city of Hermonthis, greet-
ings. Those of us who can write, write (5) in their own
writing; those of us who cannot, are asking men who
can write for them upon their request and wish. †

(10) The imperial laws command everyone to do what
he wishes with what is his own.ⁱ In accordance with
these laws, I donate (15) my beloved son Stephanos to
the venerable *topos* of St. Apa Phoibammon in the
mountain of Castrum Djeme, through you Kyriakos
(20), the *proestos*, *hegoumenos*, monk and priest of St.
Apa Phoibammon so that my son Stephanos becomes
a servant of the venerable *topos* of (25) St. Apa Phoib-
ammon, as you will command him, so that you will
not find him in any sort of inobedience or resistance
(?) and that he will be (30) respectable in all things.

Who reads this papyrus sheet and contests it, shall be
alien to the Father, Son, and the Holy Spirit (35) and
he shall suffer the curse of Ananias and his wife
Saphira and those curses, which are in the law of
Moses.

For the security (40) of the holy *topos*, I have issued
this donation and I agree to it.

(signatures)

χι ννσαζογ ετζμ πνομος
μμωγςης επωρϞ ογν
40 μπτοπος ετογααβ αιςμν
πειωριαστικων αγω
τιστοιχει εροϞ †
† ἀνοκ χαηλ πωηρε μμηνα τιστοιχ(ει)
(H2) † ἀνοκ ζικηηλ πωηρε ναμμωνε μν μαρκος
45 πωηρε μμακαρε τνω νμντρε †
† ἀνοκ ιωζαννης πωηρε νζιλιας ανεπρωσωπον
αιτε μμοι αιςζαι ζαροογ ξε μεγνοι ντζαι
αγω †ω νμντρε †
(H3) † ακαρακος νφιλοθε τιω

ⁱ Essentially the same formulation in *P.KRU* 87.3–5 (ca. 730–739 AD); *P.KRU* 92.23–26 (ca. 770–780 AD) is also almost identical, but references only ‘the laws’ ΝΝΟΜΟΣ.

50 ΝΗΝΤΡΕ ΔΝΟΚ ΦΙΛΙΠ ΝΗΡΑΙΝΕ
 ΤΙΩ ΝΗΝΤΡΕ ΔΝΟΚ ΛΕΩΝ-
 ΤΣΕ ΝΠΛΕΥ ΤΙΩ ΝΗΤΡΕ
 ΔΝΟΚ ΩΕΝΕΤΩΜ ΠΑ ΒΙΚΤΩΡ
 ΤΙΩ ΝΗΝΤΡΕ ΔΝΟΚ ΣΑΝΖΗΜ

55 ΜΗΝΑ ΤΙΩ ΝΗΝΤΡΕ ΔΝΟΚ ΚΟΣ-
 ΜΑ ΤΙΩ ΝΗΝΤΡΕ ΔΝΟΚ ΚΑΛ,
 Σ ΠΩΗΡΕ ΝΙΩΖΑΝΝΗΣ ΔΥΠ[ΑΡΑ-]
 ΚΑΡΕ ΝΜΟΙ ΔΙΣΖΑΙ ΖΑΡΟΟΥ [ΧΕ]
 ΜΑΥΝΟΕ ΝΣΖΑΙ †

60 (H1) † ΔΝΟΚ ΠΕΤΡΟΣ ΠΩΗΡΕ ΝΠΜΑΚ(ΑΡΙΟΣ) [---]
 † ΔΝΟΚ ΔΑΝΙΗΛ ΠΩΗ[ΡΕ ΝΠΜΑΚ(ΑΡΙΟΣ)]
 ΘΕΟΔΟΤΟΣ ΠΕΙΕΛΑ[Χ(ΙΣΤΟΣ)] [ΜΠΡΕ(ΣΒΥΤΕΡΟΣ) ΝΘΑΓΙ-]
 Δ ΜΑΡΙΑ ΝΤΡΥΓΑ[ΤΑ Ν]ΣΗΜΕ [ΔΙ ---] ΠΡΟΣ ΤΑΙΤΗΣΙΣ ΝΧΑΗ[Λ]

2. Similar Phrases in Other Donations

2.1. P.KRU 99.4–6 (780 AD):ⁱⁱ

... κΥΠΕΡ | ΝΝΟΜΟΣ ΝΘΙΕΚΩΝ ΚΕΛΕΥΕ ΖΝ ΤΕΥΒΑΣΙΛΙΚΗ ΤΑΞΙΣ ΧΕ ΔΓΤΕΙ | ΜΠΟΓΑ ΠΟΓΑ ΕΤΡΕΦΡ ΠΧΟΕΙΣ ΜΠΕΤΕ ΠΩΥ ΠΕ ...
 ... as the divine laws command in the imperial order that it is allowed for everyone to be lord of what is his own ...

2.2. P.KRU 104.23–24 (771–772 AD):

... ΕΙΣΩΤΗ Ν|ΣΑ ΝΝΟΜΟΣ ΝΤΑΝΝΧΙΣΟΟΥ ΝΡΡΟΟΥ ΚΕΛΕΥΕ ΜΜΟΟΥ ΧΕ ΕΚΖΕΣ|ΤΙ ΕΤΡΕΠΟΓΑ ΠΟΓΑ Ρ ΠΕΤΡΟΓΑΩΥ ΖΝ ΠΕΤ ΠΩΥ
 ΔΝΟΚ ΖΩΤ ΔΙΟΥ|ΑΖΤ ΝΣΑ ΤΑΚΟΓΛΟΓΘΙΑ ΝΝΟΜΟΣ ΝΤΑΝΧΙΣΟΟΥ ΚΕΛΕΥΕ | ΜΜΟΥ ΣΙΝ ΝΩΟΡΠ ...
 ... in obedience to the laws that our lords the kings have ordered, as follows it is possible for each person to do what
 he wishes with what is his own. I too have made a determination according to the ordering of the laws that our lords
 ordered from the first.ⁱⁱⁱ

2.3. P.KRU 85.27–31 (771–772 AD):

... ΚΥΠΕΡ ΝΝΟΜΟΣ ΝΒΑΣΙΛΕΙΚΩΝ ΑΓΩ ΘΕΕΤΙΚΩΝ ΚΕΛΕΥΕ | ΝΤΕΙΖΕ ΧΕ ΕΞΕΣΤΑΙ ΜΠΟΓΑ ΠΟΓΑ ΕΕΡ ΠΕΤΕΡΟΓΑΩΥ ΖΜ ΠΕΤΕ
 ΠΩΥ ΠΕ | ΑΓΩ ΝΤΕΠΕΡΩΒ ΠΑΙ ΩΩΠΕ ΔΝ ΖΙΩΩΤ ΑΛΛΑ ΝΤΑΥΩΩΠΕ | ΣΝ ΜΠΝΑΥ ΝΣΑΜΟΗΝΛ ΠΕΠΡΟΦΗΤΗΣ ΝΤΑΝΧΙΟΤΕ
 ΔΩΡΙΖΕ | ΜΜΟΥ ΕΖΟΥΝ ΕΠΕΡΠΕ ΕΜΠΧΟΕΙΣ
 ... as the imperial and divine/adoptive? (θεικός or θετικός?) laws command in the imperial order that it is allowed for
 everyone to do what he wishes with what is his own; and this happens not only to me, but it has happened since the
 time of the prophet Samouel, whom his parents donated to the temple of the Lord.

2.4. P.KRU 80.8–12 (776 AD):

ΕΠΕΙΔΗ ΠΝΟ|ΜΟΣ ΜΠΝΟΥΤΕ ΚΕΛΕΥΕ ΑΓΩ ΥΠΡΟΤΡΕΠΕ ΝΟΥΟΝ ΝΙΜ ΕΤΡΕΠΟΓΑ ΠΟΓΑ Ρ ΠΑΓΑΘΟΝ | ΜΝ ΠΠΕΤΝΑΝΟΥΥ ΖΑ
 ΠΟΥΧΑΙ ΝΤΕΥΨΥΧΗ ΖΜ ΠΕΤΕ ΠΩΠΠΕ ΜΝΝΣΩΣ ΜΝ ΛΑΔΑΥΕ Ν|ΕΖΟΥΣΙΑ ΕΓΝΑΔΑΡΧΙ ΚΑΤΑ ΚΑΙΡΟΣ ΝΑΚΩΛΥ ΝΛΑΔΑΥΕ ΝΡΩΜΕ ΕΡ
 ΠΕΤΕΖΝΑΥ ΖΜ ΠΕΤΕ Π[ΩΥ] ΠΕ
 Since God's law commands and urges everyone that each person does good with what is his own for the salvation of
 his soul. Thus there will be no authority ruling at any time which will hinder any man to to do what he wishes with
 what is his own.

Similar formulations: *P.KRU* 79.8–12 (ca. 767–785 AD); *P.KRU* 81.11–15 (771); *P.KRU* 82.24–27 (after 771–772; ΝΝΝΟΜΟΣ
 ΕΤΟΥΔΑΒ, 'holy laws'); *P.KRU* 86.12–16 (766 AD); *P.KRU* 93.6–9 (ca. 770–780 AD); *P.KRU* 96.14–15 (775 AD; without
 referre to the authority); *P.KRU* 100.9–12 (after 778 AD)

ⁱⁱ This phrase is essentially identical with that of *P.KRU* 98.19–20 (738–739 or 758–759 AD).

ⁱⁱⁱ Translation from L. MacCoull, *Coptic Legal Documents: Law As Vernacular Text and Experience in Late Antique Egypt*, Arizona 2009, 164.

IV. P. Yadin 5: Language, Translation, and ‘Consolidation’

P. Yadin 5 (Images: https://www.deadseascrolls.org.il/explore-the-archive/manuscript/5_6Hev5-1)

Fragment a

Col. I.

[-ca.?-] ρμη[-ca.?-] ι[-ca.?-] . . . ονα[.] . τα[.] τρι[σκαιδε-]
κάτη Δα[ι]σίου ἐπὶ ὑπάτων Μάρκο[υ] Σαλουειδιη[νοῦ] Ὀρφίτου [καὶ]
Κοίντου Πεδουκαίου Πρισκείνου, τῆς δὲ κατ[αστ]ᾶσεως [τῆς]
4 ἐπαρχείας ἔτους πέμπτου ἐ[ν] Μωω[ζ]οῦ περι[τ]ῶν Ζ[ο]α-
ρα, ὁμολογῶ ἐγὼ Ἰωσήπου τοῦ Ἰωσήπου ἐπι[κ]αλουμ[ένου]
Ζαβούδο[υ] τῶν ἀπὸ Μωωζων [σο]ῦ Ἰη[σοῦ] τ[οῦ] Ἰησ[οῦ] τοῦ
ἀδελφοῦ μου αὐτόθεν ἔχ[ει]ν σε παρ' ἐμ[οῖ] ἀργυρίου μέ[λανας]
8 χεῖλια καὶ [ἐ]κατὸν εἴκοσι παραθήκη[ν] πάντων ὑ[παρ]χόν-
των καὶ ἀ[ρ]γυρίου καὶ χ[ει]ρογράφων ὀφ[ει]λήματος κα[ὶ] δ[ια]πά-
νης ἐργαστηρίου καὶ τεμῆς [δ]λύθων κα[ὶ] τεμῆς οἴνου
καὶ τεμῆς φοίνικος καὶ τε[μ]ῆς ἐλαίου καὶ ἐκ παντὸς
12 τρόπου μικροῦ καὶ μεγάλου ἐκ πάντων[ν] ὧν εὐρέθη πα-
τρὲι σ[ο]υ καὶ μοι μεταξὺ μου καὶ α[ὐ]τοῦ ἀργυρίου μέλανες
χεῖλι[ο]ν ἐν καὶ ἑκατὸν εἴκοσι περισσ[ό]τεροι ὑπὲρ ἀργυρίου μέ-
λανας ἑπτακοσίους καὶ δέκα οὖς εἰλ[η]φεν ἡ μήτηρ σου ἀρ-
16 γυρίου γαμικὸν αὐτῆς [δ]ν εἶχ[ε]ν κατ[ὰ] Ἰησοῦ πατ[ρ]ός σου.
καὶ τ[οῦ]τό σοι .[. .] εμε[. . .] κη ε[. . .] κληρονομ[ο]ν -ca.?-]
[-ca.?-] οτι[-ca.?-] . . . [-ca.?-]

... thirteenth of Daisios, in the consulship of Marcus Salvidienus Orfitus and Quintus Peducaeus Priscinus, and of the foundation of the province year the fifth, in Maoza of the Zoara district, I, Joseph son of Joseph surnamed Zaboudos, inhabitant of Maoza, acknowledge to Jesus son of my brother Jesus, of the same place, that you have with me a thousand and a hundred twenty ‘blacks’ of silver as a deposit of all the assets of silver, contracts of debt, investment in factory, value of figs, value of wine, value of dates, value of oil and of every manner [of thing] small and large, from everything which was found [to belong] to your father and me, between me and him, [namely] one thousand and a hundred twenty ‘blacks’ of silver, over and above seven hundred ten ‘blacks’ of silver which your mother has received as [repayment of] her wedding money, which she had [as a lien] against Jesus your father. [Lewis]

Col. ii

[-ca.?-]
[. . . .] ο [-ca.?-]
[. . . .] εντα[. . . .] υη . [-ca.?-]
4 [. . . .] ἀποδ[ώσω] ἐ[ν] τ[ῆ] -ca.?-]
[τήν] προγεγρ[αμμέν]ην [παραθήκη]ν -ca.?-]
[. . . .] ἄρνησο[. . . .] τὸ γ[-ca.?-]
[. . . .] η βεβα[. . . .] νω[-ca.?-]
8 θ[η]κήν ἐν χρ[. . . .] ν . [-ca.?-]
μετημων δ[ι]ποῦ[ν] τῶν [-ca.?-]
καὶ Καίσαρι ὡσαύτως κ[-ca.?-]
προγεγραπται καὶ . [-ca.?-]
12 θα αὐθεντ[ί]α καὶ ἐνγύ[η] -ca.?-]
μέναις πρὸς [τ]αῦτα
ἐπιγραφῆ·
Ἰωσήπου Ἰωσήπου μ[.] θ . αγ[-ca.?-]
16 [. .] κώμη Ἰουδ[. . .] . αὐτῆς χρη-
[. . . .] ος κα[. . . .] ἐπὶ τῆς ἐν

4 ... I shall give back in ...
5 ... the aforementioned deposit ...
6 ...
7 ... secure (?)
8 [deposit??] in ..
9 ?? ... double of which ...
10 and to Caesar in like manner ...
11 it has been written above and ..
12 .. with authority and with security ...
13 ?? ... to these things
14 Addendum:
15 Joseph son of Joseph ...
16 ... village Jud... of it ...
17

Fragment b**Col. i.**

 ὄν ἡγοράκαμεν ἐγ[ώ] καὶ [ὁ πατήρ σου - ca. 15 -]
 καὶ χωρὶς δ[ι]πλωμάτων δ[α]νίου [τ]ριῶν ὅτι δυὼ ἐξ [αὐτῶν -ca.?-]
 [κα]τὰ Θεσσαλονίκης Θεσσαλονίκης καὶ τὸ ἄλλο τρίτον κατὰ Να-
 4 [.] ελλοῦ [.] αίου τοῦ Ἀζα ὅτι ἐστὶν ἐν ἀργυρίῳ μελαίνας
 [-4-5-] . κα . [. . . δ]υω [Θ]εννα Θεσσαλονίκης ἀργυρίου δηγάρια Τύρια
 [.] φ . α [. . .] ἐξ . [. .] ειν ἐντ[. .] ιοι[. .] ἐννέα ἵνα δώσω σοι
 [τὸ προγε]γρα[μ]μέν[ον] ἀ[ργ]ύριον [τοῦ] Ἀζ[α] μερίσ[ω] σοι τὰς ἀυλά[ς]
 8 [- ca. 10 -] . . . [- ca. ? -] π[.] [- ca. ? -] μα[-ca. ? -] τῶ [π]ρο[γ]εγρα-
 [μμένω] ἀργυρί[ω] [ἰω]άν[ου] τ[οῦ] Μα[χ]υθ[α] ὡς αἰ δίκαι ε[-ca. ? -]
 [.] . [. . .] η[.] ειν[.] πλ[-ca. ? -] οφ[-ca. ? -] ωμη ἰου-
 [-ca. ? -] ἀργ[ύριον] ν[. . .] ζρα[-ca. ? -] ω . [-ca. ? -] ροπ[-ca. ? -]
 12 [-ca. ? -] ζ[-ca. ? -] . α[-ca. ? -] . ιη . [-ca. ? -] . ση[-ca. ? -] υ κ[α]ι
 [-ca. ? -] . ες[-ca. ? -] εαε[-ca. ? -] οισ[-ca. ? -] ταυ-
 [-ca. ? -] . π[-ca. ? -] . ε[-ca. ? -] . . [-ca. ? -] α γυ-
 vac. ?

Col. ii

[.] καθα[-ca. ? -]
 [-ca. ? -] . [-ca. ? -]
 Ὀνίας Σνίμων[ος] Θ . . ε . [-ca. ? -]
 4 μ[ά]ρτυρε[ς] -ca. ? -]
 Ἰώσηπος Ἰωάνου
 Ἐλέζαρο[ς] Ἰούδου
 Σίμων Μανου[.] ἰ[ου]
 8 Σίμων[ν] . .] αμα[-ca. ? -]
 Σίμων Σ[ίμ]ωνο[ς]
 Ἰούδας Κοραίνου
 [Θε]ννας [. .] . [-ca. ? -]
 vac. ?

P. Yadin 31**Frag a****Inner Text**

2 τῆς νέας ἐπαρ[χειας]	...of the new province ...
4 πράγματα[τος] χά[ριν]	.. for the sake of the matter ...
10 λογ[.] ἔγραψε [.] [---]	... he wrote ...
11 [.] μεν ἀποδώ[ς]	.. repaying (?)
13 νου ἅπαντα τὰ [---] [---]	... everything ...

Outer Text

15 ἐπὶ ὑπάτω[ν] Μ[άρκου] [Σαλουειδινοῦ] [Ορφίτου] [καὶ] [Κοίντου] [Πεδ]-
 16 ουκαίου Πρ[ι]σκ[ε]ίου π[ρὸ]

In the consulship of M[arcus
 Salvidienus Orfitus and Quintus
 Ped]ucaeus Priscinus, before ...

Frag b

2 (2H) Ἰωάνη [.]

List of Archive Documents/Languages

P. Yadin	Language	Description	Date (C.E.)
36 (= P. Starcky)	Nabataean Aramaic	Renunciation of claims.	c. 58-67
1	Nabataean Aramaic	Debenture (?).	8 th Elul, 93/94
2	Nabataean Aramaic	Sales contract.	3 rd Kislev, 97/98
3	Nabataean Aramaic	Sales contract.	2 nd Tebet, 97/98
4	Nabataean Aramaic	Guarantor's agreement (?).	Unknown, 97/98 is mentioned
31	Greek	Too fragmentary to determine contents.	c. 110 (?)
5	Greek	Loan written in the form of a deposit.	13 th Daisios, 110
6	Nabataean Aramaic	Tenancy agreement.	119
7	Jewish Aramaic	Deed of gift.	24 th Tammuz, 120
8	Jewish Aramaic	Sale/purchase (?) contract. ⁴	3 rd Tammuz, 122
9	Nabataean Aramaic	Waiver (?) or sales contract.	122
10	Jewish Aramaic	Babatha's marriage certificate.	Unknown
11	Greek	Copy of a loan on hypothec.	6 th May, 124
12	Greek	Copy of an extract from the Petra βουλή council minutes.	Between 27 th February and 28 th June, 124
28-30	Greek	Copies of a Roman formula.	Unknown
13	Greek	Copy of a petition to the Roman governor.	Second half of 124
33	Greek	Fragmentary. Copy of a petition concerning orphans. (?)	Unknown
14	Greek	Summons.	11 th October or 24 th Hyperberetaios (=12 th October), 125
15	Greek	Deposition.	11 th October or 24 th Hyperberetaios (=12 th October), 125
16	Greek	Copy of a census declaration.	2 nd December / 16 th Apellaios and 4 th December, 127
17	Greek	Loan in the form of deposit.	21 st February / 6 th Dystros, 128
18	Greek	Shelamzion's marriage contract.	5 th April / 15 th Xandikos, 128
19	Greek	Deed of gift.	16 th April / 26 th Xandikos, 128
20	Greek	Concession of rights.	19 th June / 13 th Daisios, 130
21	Greek	Purchase of a date crop/labour contract. (?)	11 th September/24 th Gorpaios, 130
22	Greek	Sale of the same date crop in 21/labour contract. (?)	11 th September / 24 th Gorpaios, 130
23	Greek	Summons.	17 th November / 1 st Dios, 130
24	Greek	Deposition.	Undated.
25	Greek	Summons and counter-summons.	9 th July, 131
26	Greek	Summons and reply.	9 th July, 131
34	Greek	Fragmentary. Copy of a petition. (?)	c. July, 131 (?)
27	Greek	Receipt for maintenance.	19 th August / 1 st Gorpaios, 132
35	Greek	Too fragmentary to determine contents.	c. August / September, 132 (?)
32	Greek	Too fragmentary to determine contents.	Unknown
32a	Greek	Too fragmentary to determine contents.	Unknown

⁴ Newman (2006) for reinterpretation of *P. Yadin* 8 and 9 as sales contracts.

V. Rabbinic Consolidation of Diverse Marital Arrangements into a Coherent Marriage Law

Selected passages from Mishnah Ketubot on Rabbinic Marital Arrangements

A. Husband's Obligation to secure wife's future

5.7 If he did not write a *ketubbah* for her— a virgin collects two hundred and a widow a *maneh*, because it is a stipulation of the court. If he wrote for her a field worth one hundred in lieu of two hundred *zuz*, or did not write for her: “All my property is liable for your *ketubbah*”— he is liable, because it is a stipulation of the court.

8 If he did not write for her: “If you are captured I will redeem you and restore you to be my wife,” or for the wife of a priest: “And return you to your town”— he is liable, because it is a stipulation of the court.

9 If she is captured he must redeem her. If he says: “Here is her writ of divorce and her *ketubbah* payment, let her redeem herself”— he is not permitted. If she falls ill he must cure her. If he says: “Here is her writ of divorce and her *ketubbah*, let her cure herself”— he is permitted.

10 If he did not write for her: “Male sons that you will have from me shall inherit the money of your *ketubbah* in addition to their portion with their brothers”— he is liable, because it is a stipulation of the court.

11 “Female daughters that you will have from me shall reside in my house and be fed from my property until they are married to husbands”— he is liable, because it is a stipulation of the court.

12 “You shall reside in my house and be fed from my properties all the days of the extent of your widowhood”— he is liable, because it is a stipulation of the court. The people of Jerusalem wrote thus. The people of the Galilee wrote like the people of Jerusalem, But the people of Judaea wrote: “Until the heirs want to give you your *ketubbah* payment”; therefore, if the heirs want, they give her her *ketubbah* payment and dismiss her.

B. Biblical Obligations: Provisions, Clothing and Sexual Relations

5.5 These are the labors that a woman performs for her husband: She grinds and bakes and cooks, launders and nurses her son, makes his bed and works in wool. If she brought him one female slave— she does not grind or bake or launder; two—she does not cook or nurse her son; three—she does not make the bed and does not work in wool; four—she sits on a throne. R. Eliezer says: Similarly if she brought one hundred female slaves he may compel her to work in wool, for idleness leads to lewdness. Rabban Simeon b. Gamaliel says: Even one who prohibits his wife from working by means of a vow must divorce and pay her *ketubbah*, for idleness is stultifying.

6 One who prohibits his wife from sexual intercourse by a vow— the House of Shammai say:

Two weeks; the House of Hillel say: One week. Students go out to study Torah without permission— thirty days, and laborers— one week. The regular time mentioned in the Torah— men of leisure daily; laborers twice weekly; ass drivers once a week; camel drivers once every thirty days; and sailors once every six months—the words of R. Eliezer. [...]

8 One who sets his wife up through an intermediary may not give her less than two *qav* of wheat and four *qav* of barley; R. Yose said: Only R. Ishmael allocated barley, because he was near Edom. He gives her half a *qav* of legumes and half a *log* of oil and a *qav* of dried figs or a *maneh* of pressed dates. And if he does not have these he allocates produce for her from elsewhere. He gives her a bed, a mattress, and a mat. He gives her a cap for her head and a belt for her hips and shoes from festival to festival, and clothes valued at fifty *zuz* annually. He does not give her new ones in the sunny season nor worn-out ones in the rainy season; rather, he gives her clothes valued at fifty *zuz* in the rainy season and she wears them in worn condition in the sunny season, and the scraps are hers.

9 He gives her a silver *ma'ah* for her needs, and she eats with him each Sabbath evening, and if he does not give her a silver *ma'ah*—what she produces is hers. And what does she produce for him? The weight of five *sela* warp thread in Judaea, which are ten *sela* in the Galilee, or the weight of ten *sela* weft thread in Judaea, which are twenty *sela* in the Galilee. And if she was nursing one reduces what she produces and adds to her food. In what case is this said? Regarding the poorest man in Israel, but as for the dignified man—it is all according to his dignity.

C. Dowry

6.3 If she undertook to bring in to him one thousand *dinar*, he undertakes fifteen *maneh* against them; and against a valuation— he undertakes a fifth less. If the valuation is a *maneh* and it is worth a *maneh*— he has only a *maneh*. A valuation of a *maneh*— she gives thirty-one *sela* and a *dinar*; [of] four hundred— she gives five hundred. And when the bridegroom undertakes— he undertakes a fifth less.

4 If she undertook to bring money in to him, her *sela* becomes six *dinar*. The bridegroom undertakes ten *dinar* for a basket for each and every *maneh*. Rabban Simeon b. Gamaliel says: All is according to the custom of the land.

Sanctions

7.1 One who prohibits his wife by a vow from benefiting from him— up to a month, he must appoint a provider; beyond this, he must divorce her and pay the *ketubbah*.

R. Judah says: For an Israelite— one month, he maintains; two months— he divorces and pays the *ketubbah*; and for a priestess— two months, he maintains; three months— he divorces and pays the *ketubbah*.

6 And these go out without a *ketubbah*: one who transgresses the law of Moses and the Jews. What is the law of Moses? She feeds him that which has not been tithed, has intercourse with him while a menstruant, does not separate dough offering, or vows and does not keep. And what is the law of the Jews? She goes out with her head uncovered, spins in the marketplace, and speaks with every man. Abba Saul says: Also one who curses his progenitors in his presence.

R. Tarfon says: Also one who is loud. What is “One who is loud”? Anyone who speaks in her house and her neighbors hear her voice

D. Husband’s Rights in Wife’s Property

9.1. One who writes to his wife: “I have neither right nor claim with regard to your property”— he eats produce during her lifetime, and if she dies he inherits from her. If so, why did he write to her: “I have neither right nor claim with regard to your property”? So that if she sold or gave, it is valid. If he wrote to her: “I have neither right nor claim with regard to your property and its produce”— he does not eat produce in her lifetime, but if she dies he inherits from her.

R. Judah says: He always eats the produce of produce unless he writes to her: “I have neither right nor claim with regard to your property and its produce and the produce of its produce, forever”.

If he wrote to her: “I have neither right nor claim with regard to your property and its produce and the produce of its produce, during your life and after your death”— he does not eat produce during her lifetime and if she dies he does not inherit from her.

Rabban Simeon b. Gamaliel says: If she dies he inherits from her, because he has stipulated a condition against what is written in the Torah, and whoever stipulates a condition against what is written in the Torah, his condition is invalid.

Consolidation of Rabbinic Marriage Law: Additional sources

(1) m. Ketubot 4:6

The father is not obligated for his daughter's food. -

This midrash was expounded by R. Eleazar b. Azariah before the Sages in the Vineyard at Yavneh:

The sons inherit, and the daughters are fed— just as the sons only inherit after their father's death, so the daughters are only fed after their father's death.

(2) P. Yadin 10 (The Ketuba of Babatha)

compare P. Mur. 20; P. Mur. 21

- [] .1 [בת]לתא באדר על הפטיתן
- [] .2 [קפֿוֿשׁ]]
- [] .3 [אָנָה]]
- [] .4 [גִּיָּן]]
- .5 לאנתה כדין משה ויהו דאי וזאננה לך ומכסך ובחבבך אעלך
- .6 וקים <ע>לך עלי כסף זוזין ארבע מאה מה אנון צו רין מאה מה די
- .7 תצבא למשב ולמסן [מה מן ידיה עם דין לחמך וכסותך ופרשך
- .8 מזון אנתה ברת חורין אָשׁוֿם כסף זוזין א [ארבע מאה די הזמן סלעין
- .9 מאה מאה די תצבנין למשב ולמסן מן [ן עם דין לחמך ופרשך
- .10 וכסתך כנתה ברת חורין ואם תשבתי אפרקך מן ביתי מן נכסי
- .11 [ואתיבנך לי לאנתה רכתבתך קימא עלי כאשן] [] [הו כמל] []
- .12 [] [] []
- .13 [] [] [] []
- .14 נקבון תהוא יתבא ומתזנן מן ביתי ומן נכסי עד [זמן די תנסב] לבעלין ואם
- .15 <ואם > אנה אהך לבנית [עלמי קדמך תהוין] [יתבא ומתזנן מן ביתי מן נכסי
- .16 [עד זמן די יצבון ירת] למנתן לך כסף כתבתך ובכל זמן דני תמר לי
- .17 [אחף] לך שטרא דנה כדי חזא [] [] [] []
- .18 [] קים עלי אנה כול די על כתב

- 4.[that you will be]
- 5. my wife [according to the la]w of Moses and the 'Judaean' and I will [feed you] and [clothe] you and I will bring you (into my house) by means of your *ketubba*
- 6. and I owe you the sum of four hundred denarii (*zūzīn*) which equal one hundred tetradrachms (*šōrīn*) whichever
- 7. you wish 'to take and to .[.]' from together with the due amount of your food, and your clothes, and your bed(?),
- 8. provision fitting for a free woman the sum of four hundred denarii (*zūzīn*) which equal one hundred tetradrachms (*silīn*)
- 9. whichever you wish 'to take and to .[....]' from]... together with the due amount of your food, and your bed(?),
- 10. and your clothes, as a free woman. And if you are taken captive, I will redeem you, from my house and from my estate,
- 11. and I will take you back as my wife, and I owe you your *ketubba* money ...
- 12–13. [and if I go to my eternal home before you, male children which you will have by me will inherit your *ketubba* money, beyond their share with their brothers,]
- 14. female [child]ren shall dwell and be provided for from my house and [from my estate un]til the time when they will be [mar]ried. And if
- 15. >and if< I go to my eternal h[ome] before you, you w[il]l [d]well in my house and be provided for from my house and from my estate
- 16. [until] the time that my heirs wish to give you your *ketubba* money. And when ever you tell me
- 17. [I will exchange this document as is proper]. **lacunae and fragments of letters containing the warranty clause**
- 18. [And I Yehudah son of El'azar Khthousion], I [acce]pt [all that] is written [above]

3. BGU IV 1052 (13 BCE);

[Keenan, Manning and Yiftach, Law and Legal Practice, 4.1.2, 151-152].

To Protarchos from Thermion daughter of Apion, with her guardian Apollonios son of Chaereas, and from Apollonios son of Ptolemaios. Thermion and Apollonios son of Ptolemaios agree that they have come together to share a common life, and the said Apollonios son of Ptolemaios acknowledges that he has received from Thermion hand-to-hand from the house a dowry of a pair of gold earrings weighing 3 quarters and [...] silver drachmas; and from now Apollonios son of Ptolemaios shall furnish to Thermion as his wedded wife all necessities and clothing in proportion to his means and shall not ill-treat her nor cast her out nor insult her nor bring in another wife, or he shall

straightaway forfeit the dowry increased by half, with right of execution upon both the person of Apollonios son of Ptolemaios and all his property as if by legal decision, and Thermion shall fulfill her duties towards her husband and their common life and shall not absent herself from the house for a night or a day without the consent of Apollonios son of Ptolemaios nor dishonor nor injure their common home nor consort with another man, or she again if guilty of any of these actions shall, after trial, be deprived of the dowry, and in addition the transgressing party shall be liable to the prescribed fine. The 17th year of Caesar, Pharmouthi 20.

4. P. Yadin 18 (Apr. 128 CE)

In the consulship of Publius Metilius Nepos for the second time and Marcus Annii Libo on the nones of April, and by the compute of the new province of Arabia year twenty-third, month of Xandikos fifteenth, in Maoza, Zoara district. Judah son of Eleazar, also known as Khthousion, has given over
30 Shelamzion, his very own daughter, a virgin, to Judah, surnamed Cimber, son of Ananias son of Somalass, both of the village of 'En Gedi in Judaea
35 residing here, for Shelamzion to be a wedded wife to Judah Cimber for the partnership of marriage according to the laws, she bringing to him on account of bridal gift feminine adornment in silver and gold and clothing appraised by mutual agreement, as they both say, to be worth two hundred denarii of silver which appraised value the bridegroom Judah called Cimber acknowledged that he has received from her⁴ by hand forthwith from Judah her father and owes to the said Shelamzion his wife together with another three hundred denarii which he promised to give her in addition to the sum of her
40 aforestated bridal gift, all accounted toward her dowry, pursuant to his undertaking of feeding and clothing both her and the children to come in accordance with Greek custom upon the said Judah Cimber's good faith and peril and [the security of] all his possessions, both those which he now possesses in his said home village and here and all those which he may in addition validly acquire everywhere, in whatever manner his wife Shelamzion
45 may choose, or whoever acts through her or for her may choose, to pursue the execution. Judah called Cimber shall redeem this contract for his wife Shelamzion, whenever she may demand it of him, in silver secured in due form, at his own expense interposing no objection. If not, he shall pay to her all the aforestated denarii twofold, she having the right of execution both from Judah Cimber her husband and upon the possessions lawfully his in whatever manner Shelamzion or whoever acts through her or for
50 her may choose to pursue the execution. In good faith the formal question was asked and it was agreed in reply that this is thus rightly done.

ἐ[πι ὑ]πάτων Που[π]λεῖ[ο]ν Μετελί[ου] Νέπωρος τὸ β̄ καὶ Μάρκου
30 Ἀγγίου Λίβωνος [νώναις Ἀπριλίαις], ἀ[ρ]ιθμῶ δὲ τῆς νέας ἐπαρχείας Ἀραβίας [ἔτους τρίτου εἰκοστοῦ] μῆ[ν]ος Ξαγ-
δίκου π[ε]ργεκαιδεκ[ά]τη ἐν Μα[ω]ζα περὶ Ζ[ο]ρα[ραν] ἐξ[έ]δω-
τ[ο] Ἰούδα]ς Ἐλεαζάρου τοῦ καὶ [Χ]θουσί[ων]ος Σ[ε]λαμψι-
35 ὄνην τὴν ἰδίαν θυγατέραν αὐτοῦ παρθέγγον Ἰού-
δατι ἐπικαλουμένῳ Κίμβερι υἱῷ Ἀνανίου τοῦ Σωμα-
λά, ἀμφοτέροι ἀπὸ κώμης Αἰνγαδῶν τῆς Ἰουδαίας
ἐνθάδε καταμένοντες], εἶναι τὴν Σελαμψιῶνην
Ἰούδατι Κίμβερι γυναῖκαν γαμετὴν πρὸς γάμου κ[οι]-
40 νωνίαν κατὰ τοὺς νόμους, προσφερομένην αὐτῷ
εἰς λόγον προσφορᾶς κοσμίαν γυναικίαν ἐν ἀργύρῳ κα[ὶ]
χρυσῷ καὶ ἱματισμῷ διατετε[ι]μένην ἐν ἀλλήλοις, ὡς
λέγουσιν οἱ ἀμφοτέροι, ἀξιοχρεῶν εἶναι ἀργυρίου δη[ναρίων]
διακοσίων, ἣν τειμογ[ρ]αφίαν ὠμολόγησεν ὁ γήμ[α]ς Ἰού-
45 δας ὁ καλούμενος Κίμβερ ἀπειληφέναι παρ' αὐτῆ[ς] διὰ χ[ε]-
ρὸς παραχρήμα παρὰ Ἰούδου πατρὸς αὐτῆς καὶ ὀφείλειν
αὐτὸν τῇ αὐτῇ Σελαμψιῶνῃ γυναικί αὐτοῦ ἅμα δη[να]-
ρίων ἄλλων τριακοσίων ἃ ὠμολόγησεν δοῦναι αὐτῇ
πρὸς τὰ[τα] τῆς προγεγραμμένης προσφορᾶς [α]ὐτῆ[ς]
50 πάντα εἰς λόγον προί[ο]κος αὐτῆς ἀ[κ]ολούθως αἰρέσει τρο-
φῆς καὶ ἀμφιασμοῦ αὐτῆς τε καὶ τῶν μελλόντων τέ-
κνων ἑλληνικῶ νόμῳ ἐπὶ τῆς τοῦ αὐτοῦ Ἰούδα Κίμ-
βερὸς πίστεως καὶ κινδύνου καὶ πάντων ὑπαρ[χόν]-
των ὧν τε ἔχει ἐν τῇ αὐτῇ πατρίδι αὐτοῦ καὶ ἐνθά-
55 δε καὶ ὧν ἂν ἐπικτήσῃται πάντη πάντων κυρίως, [τρό]-
πῳ ᾧ ἂν αἰρήται ἡ Σελαμψιῶνῃ γυνὴ αὐτοῦ ἢ ὅς δ[ε] αὐτῆς
ἢ ὑπὲρ αὐτῆς πράσσωσιν αἰρήται τὴν εἰσπραξίν ποιῆσθαι.
ἀλλάξει δὲ Ἰούδας ὁ καλούμενος Κίμβερ [τῇ] γυ[ναι]κί αὐτοῦ
Σελαμψιῶνῃ τὴν συγγραφὴν ταύτην ἐν ἀργύρῳ ἡσ-
60 φαλισμένῳ ὡς καθήκει ὁπόταν αὐτὸν ἀπαιτήσῃ
ταῖς ἑαυτοῦ δαπάναις κατὰ μηδὲν ἀντιλέγων. εἰ δ[έ]
μὴ γε, ἐκτίσει αὐτῇ τὰ προγεγραμμένα δηνάρια [πάν]-
τα διπλοῦν, καὶ τῆς πράξεως γεινομένης αὐτῆ[ς] ἀπὸ
τε Ἰούδ[ο]ν Κίμβερὸς ἀνδρὸς αὐτῆς καὶ ἐκ τῶν ὑπαρχόν-
των αὐτοῦ κυρίως, τρόπῳ ᾧ ἂν αἰρήται[ι] Σε[λ]αμψιῶνῃ ἢ ὅς
65 δι' αὐτῆς ἢ ὑπὲρ αὐτῆς πράσσωσιν τὴν εἰσπραξίν ποι-
εῖσθαι. πιστε[ι]! [ἐπη]ρωτήθη καὶ ἀνθωμολογήθη[ι] ταῦ-
τα οὕτως καλῶς γείνεσθαι.

VI. Traditio: Causal or Abstract? Medieval Interpretations of Roman Texts

I. Guidelines for the analysis of the sources

1. The Digest

The problem discussed in the sources under analysis concerns the transfer of ownership by means of *traditio*, (i.e. the physical delivery of a thing with the intent to transfer its ownership to the recipient, transferee), in particular the impact, which the disagreement between the giver/transferor and the recipient/transferee as to the cause of delivery has on its effectiveness. Does the ownership pass to the recipient notwithstanding such a disagreement, or does a disagreement prevent the transfer of ownership?

The fact that the parties to transfer - the giver and the recipient - must have an intent to transfer the ownership on the thing transferred is beyond doubt. Therefore, if anyone delivers a thing to the other in lease (i.e. to fulfil a contract of lease), the ownership does not pass to the recipient, even though the latter believes it to be a gift. That is because the contract of lease does not imply the transfer of ownership, hence he who gives a thing as an object of lease to someone, does not have an intent to transfer its ownership to the recipient. And vice versa: he who takes an object in lease, does not have an intent to acquire its ownership, hence he does not acquire it, even if the intent of the giver were to make a gift. (The same holds for such contracts as deposit, or loan for use, Cf. **Text 2A**, D.41.1.36.1).

The point under debate remains therefore the question, if the parties have to agree as to the legal scope to which the transfer of ownership should serve as well (*causa* in the technical sense). Do they want to fulfil and thus extinguish an already existing obligation (e.g. stemming from a previous contract, or from a will, etc)? Do they wish to give and receive a gift? Or maybe they want to give rise to a new obligation, namely of the recipient towards the giver? [A typical example of the latter situation is the loan for consumption: a certain amount of fungibles (money, wheat, eggs, etc.) are given to the borrower, who is allowed to use them up for his scope, hence he acquires their ownership, and he obliges himself towards the giver, to give him back the some amount of things of the same species and quality.]

Yet another distinction has to be kept in mind while analyzing the sources in question: between the objective existence of a *causa* as describe above, and the knowledge of both parties, in what exactly this *causa* consists. Consider the difference between the first and the second hypothesis discussed in the **Text 1A** from this point of view.

This leads us to the last - and the most important - question: what if the cause on which the thing has been delivered with the intent of both parties to transfer its ownership, in reality did not exist, although the parties believed it did, at least in the moment of delivery? *E.g.* a contract of sale has been annulled (its object being already delivered) because of the fraud of one of the parties? Has the ownership nevertheless passed to the purchaser? Contemporary legal systems give different answers to this question. According to the model adopted by the Austrian civil code, the so-called principle of causality, it did not. The giver remains the owner and can claim the thing back. Contrariwise, according to the German model, which professes the principle of abstraction, the ownership passes to the recipient, since the intent to transfer it which both parties had in the moment of delivery is sufficient to provoke this effect.

Read carefully the **Texts 1A & 2A** and consider if any of the solutions proposed by Julian and by Ulpian respectively, could fit to one of this models!

2. The Gloss

The understanding of the problem analyzed by Roman jurists and of their respective viewpoints is crucial to understand the explanations and commentaries given by the Glossators, on which our analysis will focus.

For the Romans the differences of opinion between lawyers, even in important matters, was normal and fully acceptable. The approach of the Glossators to Roman legal texts is different. They treat the Justinian Codification as a complete system of Law, which as such must be inherently coherent, so as every other system of knowledge has to. Inspired by the Aristotelian logic and by the model of biblical exegesis, they try to eliminate contradictions present in texts transmitted in the codification, whenever they face them. They provide interpretations and explanations, which are supposed to show consistency on a deeper level between 'apparently' contrasting opinions. Their commentaries on the texts containing opinions of Julian and Ulpian on the transfer of ownership by means of *traditio* provide a good sample of their methods.

While analyzing their strategies consider, to which of the above-mentioned principle they tend.

The sources

1. A. The Digest

D. XLI 1.36, Iulianus *libro 13 digestorum*. Cum in corpus quidem quod traditur consentiamus, in causis vero **dissentiamus**, non animadverto, cur inefficax sit traditio, veluti si ego credam me ex testamento tibi obligatum esse, ut fundum tradam, tu existimes ex stipulatu tibi eum deberi. Nam et si pecuniam numeratam tibi tradam donandi gratia, tu eam quasi creditam accipias, constat proprietatem ad te transire nec impedimento esse, quod circa causam dandi atque accipiendi dissenserimus.

When we agree on the thing delivered but **differ** over the grounds of transfer, I see no reason why the transfer should not be effective; for example when I think myself bound under a will to transfer land to you and you think that it is due under a stipulation. Again, if I give you a sum of money as a gift and you receive it as a loan, it is settled that the fact that we disagree on the grounds of delivery and acceptance is no barrier to the transfer of ownership to you.

B. The Gloss

Dissentiamus in tradendo: quia nos consensimus in dominio transferendo. Sed videtur non transferri: ut supra, si cert. petat. l. si ego. in prin. Solu. hic debebam tibi x ex causa mutui: sed non recolens, decem tibi tradidi ex causa donationis: tu tamen ut debitum recepisti: & sic putabas tibi numeratam: sed in lege contraria non eram debitor. hic ergo in causam debiti assumemus, quia promptiores, & c ut j. de actio. et oblig. l. Arrianus. Quod dic quod etiam ex alia causa quam mutui hic debebam. Alii dicunt quod hic primo ex causa donationis tibi x promiseram & postea ex ea causa solvo. sed tu quasi mutuam accipis, unde in graviorem cedit, ut liberer a promissione. Sed in l. contraria non promiseram, sed a donatione volebam incipere donationem & secundum hoc quod supra dixit, donandi gratia, expone, id est, ex causa donationis implendae. donaveram enim, sed non tradideram. Vel solve ut ibi. & fa. j. de actio. et oblig. l. in omnibus.

We differ as to [the cause of] transferring, because we agree as to the transfer of ownership. But [the ownership] seems not to be transferred: so as it is stated above [D.12.1.18 pr.]. Solution: here I owed you X on the grounds of the loan [I had received from you], but since I have not remembered, I have given you 10 as a gift, whereas you have taken it as the money owed to you, thinking that they have been given to you as such. In the contrary law [D.12.1.18 pr.] however I was not your debtor. Hence here we shall assume that the money was given on the grounds of the debt [viz. in order to pay the debt], since we are more prone [to pay our debts], so as stated in the fragment Arrianus of the title *On obligations and claims* [D.44.7.47]. The same holds if I was indebted on some other basis than a loan. Others say, that here I have first promised you X as a gift and now I pay on these grounds, whereas you take it believing that it is a loan, hence [the payment] falls under the more burdensome [cause], so that I release myself from the promise. But in the contrary law [D.12.1.18 pr.] I had not promised you anything, but I wanted to begin the gift with the gift itself [i.e. with delivery of the money] and according to what he said above, as a gift, i.e. in order to make a gift, that is to say, I had made the gift but I had not transferred.

Dissentiamus: Dissensus in causa traditionis non impedit translationem domini praecedente vera causa & idonea ad dominium transferendum.

Disagree: Disagreement as to the cause of transfer does not prevent the conveyance of ownership, provided that a cause, real and sufficient for the transfer of ownership, preceded it. [viz. preceded the transfer].

Promptiores: ad liberandum promptiores sums quam ad obligandum. Vide Alcia. lib. 5. parerg. c.13.

More prone: to solve our debts, than to assume obligations. Cfr. Alciatus, lib. 5 pareg. C.13.

2. A. The Digest

D. XII 1.18pr., Ulpianus *libro 7 disputationum*: Si ego pecuniam tibi quasi donaturus dedero, tu quasi mutuam accipias, Iulianus scribit donationem non esse: sed an mutua sit, videndum. Et puto nec mutuam esse magisque nummos accipientis **non fieri**, cum alia opinione acceperit. Quare si eos consumpserit, licet conditione teneatur, tamen doli exceptione uti poterit, quia secundum voluntatem dantis nummi sunt consumpti.

1. Si ego quasi deponens tibi dedero, tu quasi mutuam accipias, nec depositum nec mutuum est: idem est et si tu quasi mutuam pecuniam dederis, ego quasi commodatam ostendendi gratia accepi: sed in utroque casu consumptis nummis conditioni sine doli exceptione locus erit.

If I give you money as a gift but you receive it as a loan for consumption, Julian writes that there is no gift. But is it a loan for consumption? In my view the money has not been lent, and moreover they **do not become** the property of the recipient, since he received them in a different opinion. Wherefore, if he uses them up, although the *condictio* [i.e. the claim for their equivalent], lies against him, he will be able to make use of the exception of fraud, on the ground that the money has been used in accordance with the will of the giver.

(1) Where I give you money as a deposit, and you accept it as a loan, it is neither a deposit nor a loan; and the same rule applies where you give money as a loan for consumption and I accept it as a loan to be used, as, for instance, for display; in both instances, however, if the money is expended, there will be ground for a personal claim for their equivalent without an exception based on fraud.

B. The Gloss

Non fieri. Imo videtur fieri: quia in corpore consentimus & in in domini translatione: ut. j. de acquir. rer. domi. l. cum in corpus. quae est contra. Sol. hic erat certa causa, ex qua sola volebat dominium transferre, scilicet donatio; Ibi etiam aliter volebat fieri rem accipientis. 2. vel dic quod ibi de donando promissio, vel debitum praecesserat traditionem: unde licet uno modo ut donum tradatur: tu vero ut creditam accipias: tamen tua fit: ut j. eod. l. ij. §. fin. hic autem de donatione futura intelligitur. & potes hic discere quod sunt errores, qui vitient contractus: ut dixi j. de contrah. emp. l. in venditionibus.

Do not become [the property of the recipient]. Yet they seem to become [his property], because we agree both on the corpus, and on the transfer of property, as [it is stated] in the fragment *cum in corpus*, of the title [of the Digest] *On the acquisition of ownership*. [D.41.1.31]. Which is contrary [to what is stated here]. Solution: here there was the particular cause, on which alone the giver wanted to transfer the ownership, namely the gift, whereas there he wanted to make them pass to the ownership of the recipient on whatever ground. 2. or it can be said that there a promise of the [future] gift, or some other obligation preceded the transfer [of the money]. Whence the gift can be transferred in one way; so, even though you have taken it as a credit, it becomes yours, as it is stated in the same place. Here on the other hand the future donation is considered. And so you can consider, what are the errors, which vitiate the contract, so as I commented on the fragment *in venditionibus* [Concerning sales] of the title *de contrahenda emptione* [Concerning the contract of purchase].

b. Acceperit, mutat personas

b. He received - person has changed [viz. from: 'you received' in the first line to 'he received, in the third line].

c. Consumserit. Sed quid si extent? Respon. idem: quia cum extent, utriusque voluntate videtur reconciliari posse donatio: arg. s. de trans. l. si post rem iudicatam.

c. Used up. And what if he still has them? The answer is the same, since in such a case the gift can be restored by the will of both.

VII. How to Govern an Empire? The Inscriptions of Darius I as a Constitutional Program

	DNb (Old-Persian; Schmitt 2009, 105-111)	DNb (transl. Schmitt 2000, 40f.)
§ 1	A бага vazrka A.uramazdā, B haya adadā ima frašam, taya vaṇnataj, C haya adadā šiyātim martiyahyā, D haya xraθum utā aruvastam E upari Dārayava.um xšāyaθiyam niyasaya	A great god(is) Auramazdā, who created this marvelous (creation) that is seen, who created blissful happiness for man, who bestowed wisdom and ability upon Darius, the king.
§ 2	A θāti Dārayava.uš xšāyaθiya: B vašnā A.uramazdāhā C avākaram ami, D taya rāstam daṇštā ami, E miθa naj daṇštā ami; F naimā kāma, G taya skaṇθiš tunuvantahyā rādi miθa kariyaṅš , H najmā ava kāma, I taya tunuvā skaṇθaiš rādi- miθa kariyaṅš.	Proclaims Darius, the king: By the favour of Auramazdā I am of such a kind that I am friendly to right, (but) I am not friendly to wrong. (It is) not my desire that the weak one might be treated wrongly for the strong one's sake, (and) that (is) not my desire that the strong one might be treated wrongly for the weak one's sake.
§ 3	A taya rāstam, ava mām kāma; B martiyam draṇjanam naj daṇštā ami; C naj mana.uviš ami; D yacimaṅ prtanayā bavati, E dršam dārayāmi manahā; F uvaiṇpašiyahyā dršam xšayamna ami.	What (is) right, that (is) my desire. To the man following Falsehood I am not friendly. I am not hot-tempered. Whatever occurs to me in a quarrel, I firmly hold back in my thinking; I am firmly in control of myself.
§ 4	A martiya, haya hantaxšataj, - B anudim hankrtahyā avaθā paribarāmi; C haya vināθayati, - D anudim vinastahyā avaθā prsāmi; E najmā kāma, F taya martiya vināθayaṅš; G najpatimā ava kāma: H yadi vināθayaṅš, I naj fraθiyaṅš.	The man who co-operates, for him, according to the cooperation, thus I care for him; who does harm, according to the harm done, thus I punish him. (It is) not my desire that a man should do harm; moreover that (is) not my desire: If he should do harm, he should not be punished.
§ 5	A martiya taya pari martiyam θāti, B ava mām naj vrnavataj, C yātā ubānām handugām āxšnavaj.	What a man says about a(nother) man, that does not convince me, until I have heard the statement of both.
§ 6	A martiya taya kunaṇti B yadivā ābarati anu taṇmanišaj, C avanā xšnuta bavāmi D utā mām vasaṅ kāma; E utā uθanduš ami F utā vasaṅ dadāmi agriyānām martiyānām; G avākaramcimaṅ uši utā framānā.	What a man achieves or brings according to his power, by that I become satisfied, and it is very much of my desire; and I am pleased and give generously to loyal men. Of such kind (are) my intelligence and (my) command.
§ 7	A yaθāmaj taya krtam B vaṇnāhi yadivā āxšnavāhaj C utā viθiyā utā spāya(n)tiyāyā, - D aṅtamaṅ aruvastam E upari manašcā ušicā.	When you, what has been done by me, shall see or hear, both at court and in battle, that (is) my ability/capability in addition to thinking and intelligence.
§ 8	A imapatimaṅ aruvastam B tayamaṅ tanūš tāvayati C hamaranakara ami ušhamaranakara;	Moreover this (is) my ability/capability, that my body is strong (and that) as a battle-fighter I am a good battle- fighter.

D hakarammai uṣiyā gāṭhavā hiṣṭanti,
 E yaci vaṅnāmi hamiṣiyam,
 F yaci naṅ vaṅnāmi;
 G utā uṣibiyā utā framānāyā
 H adakaṅ fratara maniyāṅ afuvāyā,
 I yadi vaṅnāmi hamiṣiyam
 J yaṭhā yadi naṅ vaṅnāmi

§ 9
 A yā.umaiṅiṣ ami
 B utā dastaṅbiyā utā pādaṅbiyā;
 C asabāra uvasabāra ami;
 D ṭhanuvaniya uṭhanuvaniya ami
 E utā pastiṣ utā asabāra;
 F rṣṭika ami uvrṣṭika
 G utā pastiṣ utā asabāra.

§ 10
 A imā ūnarā,
 B tayā A.uramazdā upari māṅ niyasaya,
 C utādiṣ atāvayam bartanaṅ;
 D vaṣṅnā A.uramazdāhā,
 E tayamaṅ krtam,
 F imaṅbiṣ ūnaraṅbiṣ akunavam,
 G tayā māṅ A.uramazdā upari niyasaya.

§ 11
 A marikā,
 B drṣam azdā kuṣuvā,
 C ciyākaram aḥi,
 D ciyākaramtaṅ ūnarā,
 E ciyākaramtaṅ pariyanam;
 F mātaṅ ava vahiṣtam ṭadaya,
 G tayataṅ gaṣṣāyā ṭanhyāti;
 H avaṣci āxṣnudi,
 I taya paratar ṭanhyāti.

§ 12
 A marikā,
 B mātaṅ ava naṅbam ṭadaya,
 C taya xxxx kunavāti;
 D taya skaṅṭhiṣ kunavāti,
 E avaṣci didi;
 F marikā,
 G xxxx mā patiyātaya xxxx,
 H māpati ṣiyātiyā ayā.umaiṅiṣ bavāhi,
 I xxxx,
 J mā raxṭa(n)tu xxxx

At once my intelligence stands in its (proper) place,
 whether I see a rebel (before me)
 or not.
 Both by intelligence and by command
 at that time I regard myself as superior to panic,
 when I see a rebel (before me)
 just as when I do not see (one).

I am fervent in counter-attack
 with both hands as well as with both feet;
 as a horseman I am a good horseman;
 as a bowman I am a good bowman,
 both on foot and on horseback;
 as a spearman I am a good spearman,
 both on foot and on horseback.

These (are) the skills
 which Auramazdā bestowed upon me,
 and I was strong (enough) to bear them.
 By the favour of Auramazdā, -
 what has been done by me,
 I have done with these skills
 which Auramazdā has bestowed upon me.

O young man,
 very much make known
 of what kind you are,
 of what kind (are) your skills,
 of what kind (is) your conduct!
 Let not that seem the best to you
 which is spoken in your ears;
 listen also to that
 which is said besides.

O young man,
 let not that seem good to you,
 which the ... does;
 what the weak one does -
 observe that too!

O young man,
 do not set yourself against the ...,
 moreover do not become (a man) without fervour in
 counter-attack owing to your blissful happiness!

...
 Let not!

VIII. Zwei Edikte des *praefectus Aegypti* T. Flavius Titianus
zu den alexandrinischen Archiven

P.Oxy. I 34 Verso (= M.Chr. 188)

127 v.Chr.

Kol. I

ο[. . .]βι[.]αρεστ[- ca.12 -]νων π[. . .]η[. . .]ω[. . .]α[. . .]
βαρὺ δὲ [τοῖς ἀπ]οτάκτοις πρα[γματε]υομένοις ὑπο[γρά]φομαι κα[τ']
ἀμερμνί[α]ς τόπον τῷ εἰς τὸ Νανναῖον [ε]ἰωθότι τελείσθαι κα[τ'] εἰς τὴν
4 ἑτέραν διδόναι βιβλιοθήκη[ν] . . . τάχιστον . . . δὲ ἐπιτηρηταὶ κατα-
χωρίζε[ω]σαν τ[ο]ῦ[ς] τῆς προσόδου λόγους [εἰ]ς τῶ[ν] τρία κοντάκλεινον διὰ
πέντε ἡμερῶν, [ο]ὐ μόνον ἵνα ἡ πρόσοδος φανερά γένηται ἀλλ' ἵνα καὶ
αὕτη ἡ ἀσφάλεια ταῖς ἄλλαις προσην. οἱ μέχρι νῦν ἐν τῷ καταλογεῖω
8 ἀπολο[γ]ιστὰι γραμματεῖς καλ[ο]ύμε[ν]οι κατὰ τὸ παλαι[ὸν] ἔθος ἐγλογιζέσ-
θωσαν τὰ συναλλάγματα περιλαμβάνοντ[ες] τὰ τε τῶν νομογράφων
καὶ τὰ τῶν συναλλασσόντων ὀνόματα καὶ τὸν ἀριθμὸν τῶν οἰκονο-
μῶν καὶ [τὰ εἰ]δη τῶν συνβ[ο]λαίων καὶ καταχωρ[ι]ζέτωσαν ἐν ἀμφο-
12 [τέρα]ις ταῖς β[ι]βλ[ι]οθήκαις. οἱ καλ[ο]ύμενοι εἰκονιστὰι ὅταν τὸν τόμον
[τῶν πρ]οσαγορευομένων [συνκο]λησίων πρὸς καταχωρισμὸν ἀνε-
τ[ά]ξωσι παρασημιούσθ[ω]σαν [εἰ] πο[υ] ἀπαλήλιπται ἢ ἐπιγέγραπταί τι
ὃ [ἐτέ]ρωσ ἔχει· καὶ ἀντίγρ[α]φον γεν[ο]μένον ἐν ἐ[ν]ὶ χάρτη καταχωρίζε[ω]σαν
16 εἰς τὰς] δύο βιβλιοθήκας, [κελε]ύω γὰρ καὶ ἐπὶ τῆς ἄλλης Αἰγύπτου γείνεσ-
θ[α]ι τὸ ἐπ' Ἀρσινοειτῶν καὶ [.]πο[λ]ιτειτῶν . . . νῦν φυλασσόμενον. προσ-

1) Das erste Edikt

3 l. εἰς – 6. l. ἀλλ' <λ' > – 7 l. προσῆ – 14 l. παρασημιούσθ[ω]σαν; l. ἀπαλήλιπται

Kol. II

θήσου[σι] δὲ καὶ <τὸν> τῶν κολλημάτων ἀριθμὸν καὶ
τὰ ὀνόματα τῶ[ν] συναλλαζάντων, ποιείτωσαν
τὸ αὐτὸ κα[τ'] οἱ καλούμενοι ἐπὶ τῆς διαλογῆς τῶν
4 κατὰ καιρὸν ἀρχιδικαστῶν [γρα]μματεῖς καὶ τὰς
πενθημέρους καταχωρίζε[ω]σ[α]ν. ὁ ἐπιτηρητῆ[ς]
τοῦ Ναναίου μ[ή]τε τὰ ἐκδόσιμα διδόντω μῆτε ἐπ[ι]-
σκέψασθαι ἐπιτ[ρ]επέτω μῆτε ἄλλο τι οἰκονομείτω
8 πρὶν αὐτῷ ἐπιστέλλη[τ]αι ὑπὸ [το]ῦ τῆς Ἀδριανῆς βιβλι[ο]-
θήκης ἐπιτηρητοῦ, ἐπεὶ ὑπεύθυνός ἐστιν ὡς παρα-
λογίσασθαι τι βουλευθεῖς τῶν δεόντων. κατα-
χωρίζε[ω]σαν οὖν εἰς ἀμφοτέρας τὰς βιβλιοθήκας
12 τὰ συναλλάγματα οἱ μὲν ἐν τῇ πόλει πραγματευό-
μενο[ι] ἀπὸ Φαρμουθι νεομηνίας, οἱ δὲ ἐν Αἰγύπτῳ
ὁμοίως ἀπὸ Παχῶν.
(ἔτους) ια Αὐτοκράτορος Καίσαρος Τραιαν[ο]ῦ
16 Ἀδριανοῦ Σεβαστοῦ, Φαμενώθ κς. προτεθήτω.

(Kol. I 7 – II 17): ... The so-called accounting scribes up to now active in the *katalogeion* should according to the old usage keep track of the agreements, including the names of the *nomographoi* and the contracting parties and the values of the transactions and the types of contracts and they should deposit them in both libraries. The so-called *eikonistai* shall, when they check the so-called composite roll for deposition, add a marginal note when something has been expunged or anything else added. And after a copy has been made on a single papyrus roll they will deposit it in both libraries. For I order that what is now observed in the Arsinoite and [...] polite nomes shall happen in the rest of Egypt as well. They shall also add the number of the (pasted) sheets and the names of the contracting parties. (Col. II). And they shall add the page numbers and the names of the contracting parties. The so called clerks (*epi tês dialogês*) of the Bureau of Examination of the officiating *archidikastai* shall do the same and deposit reports every five days. The superintendent of the Nanaion is forbidden to lend out documents committed to his charge or to allow any inspection of them or to make any disposition of such a document before having received an order of the superintendent of the Library of Hadrian; because he is liable to the charge of being willing to act contrary to the regulations. Let the officials in the city (i.e. Alexandria) deposit the contracts in both archives from the first of Pharmouthi (i.e. May 27), those in Egypt likewise from the first of Pachon (i.e. April 26). The 11th year of the Emperor Caesar Taianus Hadrianus Augustus, Phamenoth 26 (i.e. March 22, 127 AD). Let this be made public.

Kol. III

Τίτος Φλαούιος Τιτιανός ἑπαρχος Αἰγύπτου
λέγει·
οὐκ ἔλαθέ με ὅτι οἱ ἀπὸ τῆς Αἰγύπτου νομικοί,
4 ἄδειαν ἑαυτοῖς ὧν ἀμαρτάνουσι ἔσεσθ[α]ι νο-
μίζοντες, πανταχοῦ μᾶλλον καταχωρ[ί]ζουσι
τὰς ἀσφαλείας ἢ ἐν Ἀδριανῇ βιβλιοθήκῃ,
8 διὰ τοῦτο κατασκευασθεισης μάλιστα [ῶ]πως
μηδὲν τῶν παρὰ τὸ προσήκον πρασσομένων
ἀγνοῆται. τούτους τε οὖν κελεύω καὶ
τοὺς πολειτικούς πάντας τὰ ἀκόλουθα τοῖ[ς]
προστεταγμένοις ποιεῖν, εἰδότας ὅ[τι] τοὺς
12 παραβάντας καὶ {τοῦ[ς]} διὰ ἀπειθίαν κ[ακ]ῶς
ἀφορμὴν ζητοῦντας ἀμαρτημάτων[v]
τειμωρήσομαι. προτεθήτω.
(ἔτους) ια Αὐτοκράτορος Καίσαρος Τραιανοῦ
16 Ἀδριανοῦ Σεβαστοῦ, Μεσορῆ κζ.

1) Das zweite Edikt

7 l. κατασκευασθείση – 10 l. πολιτικούς – 14 l. τιμωρήσομαι

Edict of Titus Flavius Titianus, prefect of Egypt. It has not escaped my notice that the private notaries in Egypt, believing that they could escape punishment for their illegal acts, rather deposit their documents anywhere than in the Library of Hadrian, which was established mainly for this very purpose of preventing the concealment of irregularities. I therefore command them and all city officials to comply with the orders of my edict, for they should know that I will punish any violator of it whether it is from mere disobedience or by seeking a reason for his illegal deeds. Let this be made public. The 11th year of the Emperor Caesar Traianus Hadrianus Augustus, Mesore 27 (i.e. August 20, 127 AD)

Kol. IV

(hand 2) Ἀπολλώνιος Ὠρίωνι τῷ τιμιωτάτῳ
χαίρειν.
ἵνα μηδὲν σε λανθάνῃ ὧν ὁ κράτιστος
4 περὶ τῆς Ἀδρ[ια]νῆς βιβλιοθήκης τῇ κζ
τοῦ Μεσορῆ δ[ιὰ] προγράμματος προσέτα-
ξε, αὐτὸ τὸ πρόγραμμα ἐκγραψάμενος
ὑπέταξα τῇ [ἐ]πιστολῇ. ἔρρω(σο). Φαῶ(φι) δ. ἔστιν δ(έ)

(Es folgt ein Duplikat des 2. Ediktes)

Apollonios to his most esteemed Horion, greeting. In order that you may be fully apprised of the commands of his Excellency concerning the Library of Hadrian, contained in a proclamation dated to the 27th of Mesore, I have copied out the proclamation and subjoined it to this letter. Farewell. Phaophi 4. It is as follows.

IX. Scrutinising the Law and the Legal Discourse in the 5th century BCE Athens: The Case of Nikomachos and ἀναγραφεῖς τῶν νόμων

I. Lysias, *Against Nikomachos* [30: κατὰ Νικομάχου (γραμματέως εὐθύνων κατηγορία)]¹; ca. 399 BCE

[30 § 2] ὅτι μὲν τοίνυν ὁ πατήρ ὁ Νικομάχου δημόσιος ἦν (...), ἐπειδὴ δὲ τῶν νόμων ἀναγραφεὺς* ἐγένετο, τίς οὐκ οἶδεν οἷα τὴν πόλιν ἐλυμήνατο; προσταχθὲν γὰρ αὐτῷ τεττάρων μηνῶν ἀναγράψαι* τοὺς νόμους τοὺς Σόλωνος, ἀντὶ μὲν Σόλωνος αὐτὸν νομοθέτην κατέστησεν, ἀντὶ δὲ τεττάρων μηνῶν ἕξέτη τὴν ἀρχὴν ἐποιήσατο, καθ' ἐκάστην δὲ ἡμέραν ἀργύριον λαμβάνων τοὺς μὲν ἐνέγραφε τοὺς δὲ ἐξήλειφεν.

[§ 2] Now to tell you that the father of Nikomachus was a public slave, (...). When he became *anagrapheus** of the laws, who does not know how he defiled the city. He had been instructed to write up* the laws of Solon within four months. Instead, he set himself up as lawgiver in Solon's place, and instead four months he made his office last six years, and he received payment on a daily basis for inserting some laws and erasing others.

[30 § 3] εἰς τοῦτο δὲ κατέστημεν ὥστε ἐκ τῆς τούτου χειρὸς ἐταμιεύομεθα τοὺς νόμους καὶ οἱ ἀντίδικοι ἐπὶ τοῖς δικαστηρίοις ἐναντίους παρείχοντο, ἀμφοτέροι παρὰ Νικομάχου φάσκοντες εἰληφέναι. ἐπιβαλλόντων δὲ τῶν ἀρχόντων* ἐπιβολᾶς* καὶ εἰσαγόντων εἰς τὸ δικαστήριον οὐκ ἠθέλησε παραδοῦναι τοὺς νόμους; ἀλλὰ πρότερον ἢ πόλις εἰς τὰς μεγίστας συμφορὰς κατέστη, πρὶν τοῦτον ἀπαλλαγῆναι τῆς ἀρχῆς καὶ τῶν πεπραγμένων εὐθύνας ὑποσχεῖν.

We were reduced to such straits that we had laws rationed out to us from his hands, and litigants presented contradictory laws in the lawcourts, both sides claiming that they had received them from Nikomachus. When archons/officials* were imposing fines/penalties* and bringing cases into court, he was still reluctant to hand over the laws². The city had been reduced to utter disaster before he gave up his office and agreed to submit accounts for his conduct of office.

[30 § 4] καὶ γὰρ τοι, ὦ ἄνδρες δικασταί, ἐπειδὴ ἐκείνων δίκην οὐ δέδωκεν, ὁμοίαν καὶ νῦν τὴν ἀρχὴν κατεστήσατο, ὅστις πρῶτον μὲν τέτταρα ἔτη ἀνέγραψεν*, ἕξον αὐτῷ τριάκοντα ἡμερῶν ἀπαλλαγῆναι: ἔπειτα διωρισμένον ἐξ ὧν ἔδει ἀναγράψαι, αὐτὸν ἀπάντων κύριον ἐποιήσατο, καὶ ὅσα οὐδεὶς πώποτε διαχειρίσας μόνος οὗτος τῶν ἀρξάντων εὐθύνας οὐκ ἔδωκεν,

And in fact, gentlemen of the jury, since he paid no penalty for those deeds, he has now established a similar office for himself. But in the first place, he has been writing up* for four years, even though he could have relinquished his post within thirty days. Moreover, although it was defined, out of which things he must write up, he put himself in authority over the whole of it, and although he has handled more public business than anybody else ever has, he alone among those who have held office did not submit his accounts.

[30 § 5] ἀλλ' οἱ μὲν ἄλλοι τῆς αὐτῶν ἀρχῆς κατὰ πρυτανεῖαν λόγον ἀποφέρουσι, σὺ δέ, ὦ Νικόμαχε, οὐδὲ τεττάρων ἐτῶν ἠξίωσας ἐγγράψαι, ἀλλὰ μόνῳ σοὶ τῶν πολιτῶν ἐξεῖναι νομίζεις ἄρχειν πολὺν χρόνον, καὶ μήτε εὐθύνας διδόναι μήτε τοῖς ψηφίσμασι πειθεσθαι μήτε τῶν νόμων φροντίζειν, ἀλλὰ τὰ μὲν ἐγγράφεις τὰ δ' ἐξαλείφεις, καὶ εἰς τοῦτο ὕβρεως ἤκεις ὥστε σαυτοῦ νομίζεις εἶναι τὰ τῆς πόλεως,

Others give an account of their office every prytany, but you, Nikomachus, have not seen fit to put your accounts in writing at any time during four years. You believe that you alone among citizens have the right to go on holding office for an extended period—without having to submit accounts, without having to obey the decrees, without having to take any notice of the laws. Instead, you inserted some things and erased others, and you reached such a pitch of insolence that you thought the property of the city belonged to you, who are yourself public property.

[30 § 11] οἱ δὲ βουλόμενοι αὐτὸν ἀπολέσαι, δεδιότες μὴ οὐκ ἀποκτείνωσιν ἐν τῷ δικαστηρίῳ, πείθουσι Νικόμαχον νόμον ἀποδείξαι ὡς χρῆ καὶ τὴν βουλήν συνδικάζειν. καὶ ὁ πάντων οὗτος πονηρότατος οὕτως φανερώς συνεστασίασεν, ὥστε τῇ ἡμέρᾳ ἧ ἡ κρίσις ἐγένετο ἀποδείξαι τὸν νόμον.

The Council wanted to destroy him [i.e. Cleophon] and were afraid that they would not be able to get him executed there. So they persuaded Nicomachus to **present a law** which said that the Council should judge the case together with

¹ In the secondary literature, this speech is commonly referred to as *Against Nikomachos*, however, the original manuscript titles it as *The Accusation Against the Secretary Nikomachos Due to the Examination*. Translation of Lysias [modified by me]: S. Todd, *Lysias*, Austin 2000 [the series of *The Oratory of Classical Greece*, ed. by M. Gagarin, vol. 2]. Critical edition of the text: Lysias, *Discours. T. 2, (XVI-XXXV et fragments)*, texte établi et traduit par L. Gernet et M. Bizos, Paris 1989⁵ [Société d'édition Les Belles Lettres].

² I follow Robertson's and Edwards' understanding of this sentence [see Robertson 1990; Edwards 1999]; cf. Todd 2000 [similarly translations also by Gernet&Bizos]: *When the Archons imposed summary fines on him, and summoned him before a lawcourt, he still refused to surrender the laws*.

the *dikastai*. And this fellow, the greatest of knaves, was so openly part of the faction that he presented this law on the day the trial was held.

[30 § 17] πυνθάνομαι δὲ αὐτὸν λέγειν ὡς ἀσεβῶ καταλύων τὰς θυσίας, ἐγὼ δ' εἰ μὲν νόμους ἐτίθην περὶ τῆς ἀναγραφῆς, ἠγοῦμην ἂν ἐξείναι Νικομάχῳ τοιαῦτα εἰπεῖν περὶ ἐμοῦ: νῦν δὲ τοῖς κοινοῖς καὶ κειμένους ἀξίῳ τοῦτον πείθεσθαι. θαυμάζω δὲ εἰ μὴ ἐνθυμεῖται, ὅταν ἐμὲ φάσκη ἀσεβεῖν λέγοντα ὡς χρή θύειν τὰς θυσίας τὰς ἐκ τῶν κύρβεων καὶ τῶν στηλῶν¹ κατὰ τὰς συγγραφάς, ὅτι καὶ τῆς πόλεως κατηγορεῖ: ταῦτα γὰρ ὑμεῖς ἐψηφίσασθε. ἔπειτα εἰ ταῦτα νομίζεις δεινὰ, ἧ που σφόδρα ἐκείνους ἠγεῖ ἀδικεῖν, οἳ τὰ ἐκ τῶν κύρβεων μόνον ἔθουον.

¹ στηλῶν Taylor: εὐπλῶν, ὄπλων MSS; *Nelson 2006: οὐ πλείω (cf. Lys.30.19; 30.21)

I am informed that he claims I have committed impiety by abolishing the sacrifices. **If I had been the person who made the laws about writing-up**, then I admit that Nikomachos would have been entitled to say things like this about me. But as it is, I believe that he should obey the established rules that we hold in common. When he claims that I am committing impiety by saying that we should perform the sacrifices **from *kyrbeis* and *stelai***^{*} according to *syngraphai*, I am astonished at his failure to realize that he is accusing the city also - for this is what you have decreed. And if you, Nikomachos, think this is so terrible, then presumably you believe that those who used to sacrifice only **from the *kyrbeis*** were committing the greatest of crimes.

[30 § 18] οἳ τοίνυν πρόγονοι τὰ ἐκ τῶν κύρβεων θύοντες μεγίστην καὶ εὐδαιμονεστάτην τῶν Ἑλληνίδων τὴν πόλιν παρέδοσαν, ὥστε ἀξίον ἡμῖν τὰς αὐτὰς ἐκείνοις θυσίας ποιεῖσθαι (...) [§ 19] πῶς δ' ἂν τις εὐσεβέστερος γένοιτο ἐμοῦ, ὅστις ἀξίῳ πρῶτον μὲν κατὰ τὰ πάτρια θύειν, ἔπειτα ἂ μᾶλλον συμφέρει τῇ πόλει, ἔτι δὲ ἂ ὁ δῆμος ἐψηφίσαστο καὶ δυνησόμεθα δαπανᾶν ἐκ τῶν προσιόντων χρημάτων; σὺ δέ, ὦ Νικόμαχε, τούτων τάναντία πεποίηκας: ἀναγράψας^{*} γὰρ πλείω τῶν προσταχθέντων αἴτιος γεγένησαι τὰ προσιόντα χρήματα εἰς ταῦτα μὲν ἀναλίσκεσθαι, ἐν δὲ ταῖς πατρίοις θυσίαις ἐπιλείπειν.

Our ancestors, who celebrated their sacrifices **from the *kyrbeis***, handed down to us the greatest and most blessed city in Greece, so it is fitting for us to perform the same sacrifices as they did, (...) [§ 19] How then can anybody display a greater sense of piety than mine? I am claiming that our sacrifices should be, **first, in the manner of our ancestors; secondly, in the best interests of the city; and thirdly, the ones that the democracy has decreed and that we are capable of funding from our revenues**. You, on the other hand, Nicomachos, are doing the reverse of this. **By writing up**^{*} **more than those that were instructed**, you have caused our income to be spent on these, rendering it inadequate to pay for the traditional sacrifices

[30 § 21] ἐνθυμεῖσθε τοίνυν, ὦ ἄνδρες δικασταί, ὅτι, ὅταν μὲν κατὰ τὰς συγγραφάς ποιῶμεν, ἅπαντα τὰ πάτρια θύεται, ἐπειδὴν δὲ κατὰ τὰς στηλάς ὡς οὗτος ἀνέγραψε^{*}, πολλὰ τῶν ἱερῶν καταλύεται. κἂν τούτοις ὁ ἱερόσυλος περιτρέχει, λέγων ὡς εὐσεβειαν ἄλλ' οὐκ εὐτέλειαν ἀνέγραψε: καὶ εἰ μὴ ταῦτα ὑμῖν ἀρέσκει^{*}, ἐξαλείφειν κελεύει.

I ask you therefore, gentlemen of the jury, to bear in mind that when we act **according to the *syngraphai***, all of the traditional sacrifices are performed, but when we **act according to the *stelai* as written up**^{*} **by this man**, many of the rites are suppressed. And in the middle of everything, this temple robber charges around, claiming that his activity as *anagrapheus* owes more to piety than to thrift. Moreover, he says that **if his work does not please you, you should erase it**.

[30 § 25] ὅς καὶ τῶν ὀσίων καὶ τῶν ἱερῶν ἀναγραφεὺς γενόμενος εἰς ἀμφοτέρα ταῦτα ἡμάρτηκεν ἀναμνήσθητε δὲ ὅτι πολλοὺς ἤδη τῶν πολιτῶν ἐπὶ κλοπῇ χρημάτων ἀπεκτείνετε. καίτοι ἐκείνοι μὲν τοσοῦτον μόνον ὑμᾶς ἔβλαψαν ὅσον ἐν τῷ παρόντι, οὗτοι δ' ἐπὶ τῇ τῶν νόμων ἀναγραφῇ^{*} [καὶ τῶν ἱερῶν]¹ δῶρα λαμβάνοντες εἰς ἅπαντα τὸν χρόνον τὴν πόλιν ζημιοῦσι.(...)[§ 26] ἀλλὰ ὅτε ὑμεῖς ἐκινδυνεύετε ἐκπλέοντες, οὗτος αὐτοῦ μένων τοὺς Σόλωνος νόμους ἐλυμαίνετο.

¹ καὶ τῶν ἱερῶν del. Francken.

He became *anagrapheus of ta hosia*/secular^{*} and *ta hiera*/sacred^{*} [matters]^{3*}, and has offended equally in both. Remember that you have already executed many of the citizens for theft of public money, and yet the injuries that they did you were merely temporary, whereas these men who took bribes for their **writing up**^{*} **of the laws and *hiera*** damaged the polis for all time (...) [§ 26] But while you were sailing out to face danger, he stayed at home and **perverted the laws of Solon**.

[30 § 27] (...) καίτοι ἀντὶ μὲν δούλου πολίτης γεγένηται, ἀντὶ δὲ πτωχοῦ πλούσιος, ἀντὶ δὲ ὑπογραμματέως νομοθέτης. [§ 29] (...) καὶ τὸ τελευταῖον Νικόμαχον εἴλεσθε ἀναγράφειν τὰ πάτρια (...)
[§ 27] (...) And yet from a slave he has become a citizen, from poverty he has risen to riches, and instead of a **low-grade clerk, he is now a lawgiver**. [§ 29] (...) And finally, **you have chosen Nicomachus to write up**^{*} the ancestral matters...

^{3*} It is hard to keep the essence in translation of these notions; see Blok 2017 [p. 99]: '*Hiera kai hosia* does not mean 'matters sacred and profane', but refers to human obligations to the gods in two distinct but related ways, namely the human gifts to the gods (*hiera*) and conduct towards gods and humans showing proper respect for the gods (*hosia*)'.

II. Decree to re-publish Draco's law on homicide; IG I³ 104/OR 183A⁴; 409/8 BCE

- 1a Θ] Ε Ο [Ι
1b Διόν[ε]τος Φρεάρριος ἐγραμμάτε[υε].
Διοκλῆς ἄρχε·
ἔδοχσεν τῆ βουλεῖ καὶ τοῖ δέμοι· Ἀκα[μ]αντῖς ἐπ[ρ]υτάνευε, [Δ]ιό[γ]-
νετος ἐγραμμάτευε, Εὐθύδικος [ἐ]πεστάτε, ..Ε...ΑΝΕΣ εἶπε· τὸ[ν]
5 Δράκοντος νόμον τὸμ περὶ τὸ φό[ν]ο ἀναγρα[φ]σά[ν]τον οἱ ἀναγραφῆ-
ς τὸν νόμον παραλαβόντες παρὰ τὸ β[α]σ[ι]λέ[ος] με]τ[ὰ] τὸ γραμματέο-
ς τῆς βουλῆς ἐστέλει λιθίνει καὶ κα[τ]α[θ]έντ[ον] πρόσ]θε[ν] τῆς στο-
ᾶς τῆς βασιλείας· οἱ δὲ πολεταὶ ἀπομι[σθο]σ[άν]τον κατὰ τὸν νόμο-
ν, οἱ δὲ ἔλλενοταμίαι δόντον τὸ ἀρ[γ]ύ[ρ]ι[ον]. vac.
10 πρῶτος ἄχσον.
(...)
56 [δεύτ]ερος [ἄχσον].

1a Gods.

1b Diognetos of Phrearrhioi was secretary.

Diokles was archon.

The Council and the People decided. Akamantis was in prytany. Diognetos was secretary. Euthydikos was chairman. –
phanes proposed:

5 the **writers-up of the laws shall inscribe** Draco's law on homicide, taking it over from the king, with the secretary of the Council, on a stone stele and set it down in front of the royal stoa. The official sellers shall make the contract in accordance with the law, and the Greek treasurers shall provide the money.

10 First axon. (...)

56 Second axon.

III. Andocides On the Mysteries (1) 400/399 BCE

[1 § 82] ἐπειδὴ δὲ βουλὴν τε ἀπεκληρώσατε νομοθέτας τε εἴλεσθε, εὐρίσκοντες τῶν νόμων τῶν τε Σόλωνος καὶ τῶν Δράκοντος πολλοὺς ὄντας οἷς πολλοὶ τῶν πολιτῶν ἔνοχοι ἦσαν τῶν πρότερον ἕνεκα γενομένων, ἐκκλησίαν ποιήσαντες ἐβουλευσασθε περὶ αὐτῶν, καὶ ἐψηφίσασθε, δοκιμάσαντες πάντας τοὺς νόμους, εἴτ' ἀναγράψαι ἐν τῇ στοᾷ τούτους τῶν νόμων οἷ ἂν δοκιμασθῶσι. καὶ μοι ἀνάγνωθι τὸ ψήφισμα (...)⁵.

[§ 82] After you had drawn lots for a Council and **appointed *nomothetai***, they found that under many of the laws of Solon and Draco many citizens were liable to penalties for what they'd done earlier. **You called an Assembly, deliberated about them, and decreed that all the laws should be examined, and then those laws which passed the examination should be inscribed in the [Royal]* Stoa**. And read the decree (...) [D. M. MacDowell, *The Oratory of Classical Greece* 1, modified]

IV. Demosthenes, Against Timocrates (24), 353/352 BCE

[24 § 42] Διοκλῆς εἶπεν: τοὺς νόμους τοὺς πρὸ Εὐκλείδου τεθέντας ἐν δημοκρατία καὶ ὅσοι ἐπ' Εὐκλείδου ἐτέθησαν καὶ εἰσὶν ἀναγεγραμμένοι, κυρίους εἶναι. τοὺς δὲ μετ' Εὐκλείδην τεθέντας καὶ τὸ λοιπὸν τιθεμένους κυρίους εἶναι ἀπὸ τῆς ἡμέρας ἧς ἕκαστος ἐτέθη, πλὴν εἴ τῷ προσγέγραπται χρόνος ὄντινα δεῖ ἄρχειν. ἐπιγράψαι δὲ τοῖς μὲν νῦν κειμένοις τὸν γραμματέα τῆς βουλῆς τριάκοντα ἡμερῶν: τὸ δὲ λοιπὸν, ὅς ἂν τυγχάνῃ γραμματεύων, προσγραφέτω παραχρῆμα τὸν νόμον κύριον εἶναι ἀπὸ τῆς ἡμέρας ἧς ἐτέθη.

[§ 42] Diocles proposed: **The laws enacted before the archonship of Euclides during the democracy and as many as were enacted after the archonship of Euclides and are written up are to be in force**. Those enacted after the archonship of Euclides and enacted in the future shall be in effect from the day each is enacted except if a date has also been specified on which the law is to take effect. **The secretary of the Council** is to add this clause to the established laws within thirty days. In the future, let whoever happens to be serving as secretary add that the law is valid from the date on which it has been enacted. [E.M. Harris, *The Oratory of Classical Greece* 15].

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⁴ Editions: OR= *Greek Historical Inscriptions 478-404 BC*, ed. by R. Osborne, P.J. Rhodes, Oxford 2017, which follows Stroud 1968; on the newest reconstruction of the text see: Harris&Canevaro 2023 [here, in the quoted fragment of the inscription, they added line 1a].

⁵ I am quite convinced by E.M. Harris' and M. Canevaro's arguments on the non-authenticity of Teisamenos decree, which is quoted in the manuscript in §§ 83-84; e.g. Canevaro&Harris 2012, Canevaro&Harris 2016-2017, Harris 2021, but *a contrario* e.g. Hansen 2016, Carawan 2017.

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X. *Instrumenta publica*: Registration of Deeds in 6th Century Egypt

Nowak & McGing (forthcoming). 26–28: ἤνπερ ἄπλην γραφήν ἐκόντες καὶ πεπισμένοι ἐθέμην | σοὶ ἄνευ βίας καὶ ἀπάτητος καὶ πλάνης καὶ πάσης καὶ φόβου καὶ δόλου τινός | ἐν δημοσίῳ ἀρχεῖῳ καὶ κατὰ νόμους τετελειωμένην μεθ' ὑπογραφῆς ἐμῆς ... - which I have of my own free will and consent deposited for you in the public registry as a single deed, free of violence, deceit, all fraud, intimidation, all trickery, and completed according to the laws with my subscription ...

And: *P.Vat.Aphrod.* 5 fr. C.7 (6th c.); *P.Michael.* 40.51 (544–559); *P.Cair.Masp.* II 67169 bis.43 (569); *P.Mich.* XIII 664.34 (584–600); *SB XVIII* 13320 = *P.Mich.* XIII 665.100 (613–625); *P.Michael.* 52.29 (631–632); *P.Mich.* XIII 663.27 (575–650); *P.Mich.* XIII 662.54 (615–645); *P. Michael.* 56r.2 (6th c.); and *P.Michael.* 41.68 (539–554), perhaps an emphyteusis; maybe *P.Cair.Masp.* III 67310, fr. C (566–573); *SB I* 5112.65; 5114.47; VI 8988 (647)

P. Lond. III 1040 = Salomons, ZPE 156 [2006], 226–230 (after 534 CE)

Ἀ]νταιοπολιτῶν. Κατὰ τὴν εἰκάδα τρίτην το[ῦ μηνὸς x
μετὰ] τὴν ὑπατείαν τοῦ αὐτοῦ εὐσεβεστάτου ἡμῶν δεσπ[ο]ύτου Φλ(αοῦ)ίου Ἰουστινιανοῦ
]. ἰου ὁ εὐδοκίμ(ωτάτος) ἀπὸ τῆς αὐτῆς πόλεως παρουσί[α]
4]του καὶ ἐκδοῦναι τῇ αὐτοῦ εὐδοκίμῃσει ενε[
κατὰ τὴν .. Πα]χῶν λήξεως τῆς ἐνεστώσης δωδεκάτ[ης ἰνδ(ικτίωνος)
Μαρκελ]λίνος Εὐνόμου ὁ λαμπρότατος πολιτευ[όμενος
8 π]εισθεὶς τῇ αὐτοῦ αἰτήσῃ ἠκολούθησα α[
]ταλην. Ὁ δὲ ἔφη ἐκὼν νοῶν φρονῶ[ν
]. Κυριακοῦ καὶ Κωμασί[ο]υ τοῦ προειρημ(ένου) εὐ[δοκίμ(ωτάτου)]. Ἐπὰν δὲ, ὅπερ ἀπεύχομαι,
[ἀνθρώπινόν] τι πάθω, κελεύω κ[αὶ βο]ύλομαι καλῇ [πίστει
12 Κύ]ρος Πανολβίου τοῦ π[α]ρόντος μεγαλοπ[ρεπεστάτου] πολιτευομένου
καλῇ[π]ίστει αὐτοῦ λ[υ]θῆ. Βούλο[μαι καὶ κελεύω
ν]όμισμα καὶ εἰ εὐρεθεὶς ἢ αὐτῇ .[
ἀνυπερθέ]τως τὸ χρεωστούμενόν μοι π[α]ρὰ .[
16] .. Φοιβάμμωνος τοῦ παρόντος με[γαλοπρεπεστάτου
]. εἰσης, ἐφ' ᾧ καὶ ταύτην δουλεύσα[σαν
μετὰ] τῶν τέκνων αὐτῆς ἐλευθερωθῆν[αι
]ηρωνος τοῦ μαγείρου τὸν διακείμεν[ον ἐν
20 γ]ράφῳ τὰ ὀλοσιρικὰ (l. l. ὀλοσηρικὰ) καὶ καμάσιν αι[
καὶ στι]χάρην Αἰγύπτιον ἀνδ[ρ]ικὸν κτενοχρ[.
]των, ἔχειν δὲ οὐδέ[ν] ἧττον δώδεκα [
καὶ δύο – μ]ίαν μὲν ἐλκυστι[κ]ήν (l. l. ἐλκυστι[κ]ήν), ἐτέραν δὲ π[α]λαιὰν καὶ --- ἀπὸ
24 τῆς εἰσιούσης τρισκαιδεκάτης ἰνδ(ικτίωνος) προσάπαξ π[.
– κατ' εὐσέβ]ειαν σίτου ἀρτάβας δέκα εἰς τὸ εὐαγέ[ς
]ίωσος διὰ Ἀβρααμίου τοῦ θεοφιλε[στάτου

Il. 24–25: π[α]ρέξομαι κατ' | ἔτος κατ' εὐσέβ]ειαν ed. Salomons

... of Antinaiopolitai. twenty-third of the month of ... in the post-consulate of our most pious lord Flavius Justinian
... son of X, the most distinguished, from the same city, in the presence of ... and to issue to his honour ...
on the x of Pachon, at the end of the current twelfth indiction ... Marcellinus, son of Eunomos, the *clarissimus*
councilor ...: having been persuaded by his request, I followed ...
And said, freely, being sane and in good health
10. ... of Kyriakos and Komasio, the aforementioned most distinguished man:
If I die, God forbid, I order and wish in good faith ...
Kyros son of Panolbios, the present *magnificentissimus* councilor...
so it be opened in his good faith. I order and wish ...
a solidus and if she is found to...
without delay owed to me by ...
Phoibammon, the present magnificentissimus councilor...
so that she having been a slave ...
be manumitted together with her children...
of X the butcher located in ...
I bequest silk garments and a shirt...

and an Egyptian male tunic...
 .. to have no less than twelve ...
 and two, one dragged and another old ...
 from the upcoming thirteenth indiction only once, I
 as a pious donation ten artabae of wheat to the holy ...
 through the most God-beloved Abraham

P. Hoogendijk 42; photo: <http://aquila.zaw.uni-heidelberg.de/ddb/P.Hoogendijk;:42;>

[. . . .] [- ca.11 -] .[.] [- ca.?-]

Κοσμά τοῦ ἐνδοξοτάτου καὶ πανευφήμου ἰατροῦ καὶ ἀγιοῦ ἀρχιεπιστοῦ τῆς μεγαλοπόλεως Ἀλεξανδρείας -25-30-]

ὁρμωμένον ἐκ τῆς πανευδαίμονος καὶ βασιλείδος τῶν πόλεων -45-55-]

4 / μαρτυρίας χάριν ἀνδρῶν ἀξιόπιστων ἑπτὰ, λέγω Δημήτριον -50-60-]

/ ἐκκλησίας υἱὸν Στεφάνου τοῦ μακαρίου, ἱατρὸν τὴν ἐπιστήμην -45-55-]

/ αὐτῆς τῆς μεγίστης τῶν Ἀλεξανδρέων πόλεως -60-65- τὸν]

λογιώτατον, ἱατρὸν τὴν ἐπιστήμην, ἔχοντα τὸ ἔργαστήριον -50-55- τοῦ]

8 / δημοσίου λουτροῦ καὶ τοῦ μακαρίου Θεοδώρου καὶ Ἰωάννου -50-60-]

/ υἱὸν τοῦ μακαρίου Μηνᾶ καὶ Ἠλίαν τὸν θαυμασιώτατον -45-50- υἱὸν]

/ τοῦ μακαρίου Θεογνώστου καὶ Σέργιον τὸν αἰδέσιμον [-50-60-]

/ καὶ Θεόδωρον ἑὸν δημοσίον ταβουλᾶριον καὶ αὐτὸν τόπου Ρ. [-50-60-]

. . . .] ἔφησαν τὰς οἰκείας προσηγορίας τε καὶ τὰ γράμματα -50-60-]

[. . .] . [. . .] . [. . .] . [τὸν] εὐδοκίωτατον Θεόδωρον [. . .] -50-60-]

3. I. Βασιλίδος

'[... of Flavius ...] Cosmas the most glorious and allpraiseworthy, by God *dux* and *augustalis* [of the great city of Alexandria] ... coming from the all-blessed and royal [city (of Constantinople)] ...

in witness whereof, I invited seven trustworthy men, namely, Demetrios ... of

the church son of the late Stephanos, physician by profession, [and] ... of this grand city of Alexandria ... the most

erudite, physician by profession, having his cabinet ... of the public baths, the son of the late Theodoros and Io ...

son of the late Menas and Elias the most admirable ... son

of the late Theognostos and Sergios the venerable ...

and Theodoros the public notary also of the district of R... said

that [they recognize?] their proper names and personal signatures (?)

... Theodoros the most respected ...' [Tr. Balamoshev in ed. princ.]

P. Cair. Masp. III 67324.1416: ἡ διαθήκη κυρία ἔσται καὶ βεβαία δις ἡ γραφ(εῖσα) ὁμότυπος ἐφ' ὑπογραφῆς ἐμῆς καὶ ἐπερωτηθ(εῖς) ἐπὶ τούτοις πᾶσι ὡμολόγησα: The will written in duplicate shall be valid and secure through my signature, and after having been asked the formal question on all the above, I gave my consent.

See also *P.Ital.* I 4–5: <https://papyri.info/ddbdp/p.ital;1;6;> 12: <https://papyri.info/ddbdp/p.ital;1;12;> 21: <https://papyri.info/ddbdp/p.ital;1;21;> *P.Oxy.* LIV 3758.132–155 and 181–213: <https://papyri.info/ddbdp/p.oxy;54;3758>
P.Cairo Masp. I 67006v. 71–77 <https://papyri.info/ddbdp/p.cair.masp;1;67006v>

XI. SB X 10494 and the ‘Great Judicial Diagramma’ of Ptolemy II: Some Considerations

SB X 10494 (Ars., 3rd c. BCE) with BL XII, p. 204

- λλ[ο μέρος·]
αν [δὲ ἀμφοτέρων τῶν ἀντιδίκων τοῦ μὲν]
παρόντος. [τοῦ δὲ μὴ παρόντος ἐν τῷ δικαστηρίῳ ἐκά-]
4 τερος οὖν αὐ[τῶν μὴ βούληται]
γραπτὸν λόγ[ον θέσθαι ?-ca.- ?]
[...]
λλο μέρος·
ὁ μαρτυρίας [ἐπιλαμβανόμενος ἐπιλαμ-]
8 βανέσθω π[αραχρηῖμα ὅταν ἡ γνῶσις]
ἀναγνωσθῆ[ι παρὰ δικαστῶν ἢ διαιτη-]
τῶν ἢ κριτ[ῶν, ἐπιλαμβανέσθω δὲ]
12 πάντων τ[ῶν ταῦτα μαρτυρησάντων]
λλο μέρος·
ἐξέστω δὲ [καὶ μέρους τῆς μαρτυρίας ἐπι-]
λαμβάνεσθα[ι ? -ca.- ?]
16 λλο μέρος·
αν δὲ τις κ[αταδικασθείσης αὐτοῦ]
δίκης ἐπι[λαβόμενος τῶν μαρτύρων]
γράψῃται δί[κην κατὰ τὸ διάγραμμα]
20 λλο μέρος·
αν δὲ τις ἀ[ποδικασθείσης ? -ca.- ?]

Further section:

But if both litigants or only one is present in court, whichever of them is unwilling to submit a written statement ...

Further section:

The person who contests a testimony shall contest it immediately at the time when the judgment is read by the *dikastai* or *diaitetai* or *kritai*, and he shall contest all persons who have testified in the same manner.

Further section:

It should also be possible to challenge part of the witness statement.

Further section:

If someone, after his case has been decided against him, contests the witnesses, he should file a lawsuit in accordance with the *diagramma*.

Further section:

If someone, after the case against him has been dismissed ...

Weiterer Abschnitt: Wenn aber beide Prozessparteien oder nur eine vor Gericht anwesend ist, welche von ihnen auch immer nicht bereit ist, eine schriftliche Aussage vorzulegen ...

Weiterer Abschnitt: Derjenige, der eine Zeugenaussage anfight, soll sie unverzuglich zu dem Zeitpunkt anfechten, zu dem das Urteil von den *dikastai* oder *diaitetai* oder *kritai* verlesen wird, und er soll alle Personen anfechten, die in gleicher Weise ausgesagt haben.

Weiterer Abschnitt: Es soll auch die Moglichkeit bestehen, einen Teil der Zeugenaussage anzufechten.

Weiterer Abschnitt: Wenn jemand, nachdem sein Prozess gegen ihn entschieden worden ist, die Zeugen anfight, soll er eine Klage in ubereinstimmung mit dem *diagramma* einreichen.

Weiterer Abschnitt: Wenn jemand, nachdem die Klage gegen ihn abgewiesen worden ist ...

XII. Rechtsübertragung oder Urteil: Die Klytiden und die (Erb-)Pacht des Anaxidemos (SEG 22,508, 4. Jh. v. Chr.)

Rechtsübertragung oder Urteil: Die Klytiden und die (Erb-)Pacht des Anaxidemos (SEG 22,508, 4. Jh. v. Chr.)
SEG 22,508 = Chios 75, A I 1-28: Text und Arbeitsübersetzung

[.....29.....]ίδ-
[ου ἔργα] ἑκκαίδεκα μυ[ῶν ἄξια] καταθῆτα-
[ι· ἀνεί]λετο Ἀναξίδημος Ἡραγόρου· ἔγγυ-
4 [ηταί, Ε]ϋβουλος Δημοκρίτου, Ἀναγόρας Ἡ-
[ραγόρου]· ἐνηλάσιον, τετρακόσiai εἴκο-
[σι δρα]χμαί. Ἀναξίδημος Ἡραγόρου Κλυτ-
[ίδαις] καὶ Κλυτιδέων τῶι ἄρχοντι Ἀργέ-
8 [ίωι Κλ]υτομήδους· ἡ γῆ ἡ ἐν Δελφινίωι ἡ τ-
[είως Κ]αυκασίωνος τοῦ Βασιλείδου, καὶ
[τὰ ἐπό]μενα τῆι γῆι πάντα ἐστὶν ἐμὰ καὶ
[ἡ ..5..] ἡ ἐν Ἀνδίνηι ἣν οἱ ὀρισταὶ ὤρι[σ]-
12 [αν Κλυ]τιδῶν εἶναι καὶ ἦν Λεώφρων ὁ Δε[ι]-
[νίου ἐδ]ίκασεν ἑκατοστηρίην εἶναι· ἔσ-
[τιν δὲ ἡ] ἄξιη πεντακισχιλίων στατήρω-
[ν, ἀποδ]ίδοντος ἐμοῦ Κλυτίδαις ἔτεος ἐ-
16 [κάστου] τριάκοντα τάλαντα ξύλων ἐν Ἀ[κ]-
[ταῖς ἐν] τῶι ἁλσει κείμενα, ὅταν ἡ ἀγῆ ἡ[ι]
[καὶ τετ]ρακοσίας εἴκοσι δραχμάς ἐμ[η]-
νὶ Ἀρτεμισίωνι, τὸμ πρώτον δασμὸν ἅμα
20 τρίτῳ ἔτει μετὰ Ἀλσωνα πρύτανιν καὶ
τοὺς ἄλλους ἅμα ἐνιαυτῶι ἕκαστον κατ-
ὰ τὴν στήλην τῆι κειμένην ἐν Ἀκταῖς ἐν
[τῶι ἱερ]ῶι. ἐπέτρεψαν Ἀριστομένει Τηλ-
24 [...5..ο]υ· κατεδίκησεν. ὁμολογοῦσιν ἐπ-
[τακαιδ]εκάτηι Λευκαθεῶνος τὰ γράμμα-
[τα ...]ει συναγωγῶν Ἡρόκριτος Θεοδώρ-
[ου, Πολ]ύξενος Κτησίωνος, Ἀριστόμαχος
[4..μ]έδοντος. vacat

.....
soll er Arbeiten im Wert von 16 Minen errich-
ten. Anaxidemos, der Heragoras-Sohn, pachtete. Bür-
gen sind Eubulos, der Demokritos-Sohn, Anagoras,
Heragoras-Sohn. Zins sind 420
Drachmen. Anaxidemos, Heragoras-Sohn, den Kly-
tiden und dem Archon der Klytiden, Arge-
os, den Klytomedes-Sohn. Das Land im Delphinion, bis
dahin das Basileides-Sohn Kaukasion, und
alles, was zum Land gehört, ist mein und
das (Land?) in Andine, das die Grenzrichter fest-
setzten als das der Klytiden und Leophron, der Deinios-Sohn, als
mit 1% Steuer belegt. Es ist
wert 5000 Stateres.
Jedes Jahr zahle ich den Klytiden
30 Talente an Holz, welche in Aktai
liegen im heiligen Hain, wenn Holzausfuhr ist,
und 420 Drachmen im Mo-
nat Artemision, den ersten Betrag mit
dem dritten Jahr nach Amtsführung des Alson und die
anderen jeden beim Jahreswechsel ge-
mäß der Stele, welche in Aktai im
Heiligtum steht. Sie betrauten Aristomenes, den Tel-
(...)-Sohn. Er hat entschieden. Sie bestätigen. Am 17. des
Leukatheon. Die Schrift-
stücke (...) *synagogai* Herokritos, Theodor-
os-Sohn, Polyxenos, Ktesion-
Sohn, Aristomachos,
(...)medon-Sohn.

(...) he is to carry out work worth 16 mines. | Anaxidemos, the son of Heragoras, leased the land. | Guarantors are Eubulos, the son of Democritus, Anagoras, the son of Hera|⁵goras. Interest is 420 drachmas. Anaxidemos, the son of Heragoras, to the Cly-|tides and the archon of the Clytides, Arge-|os, the son of Clytomedes. The land in the | Delphinion, until then the land of the Kaukasion, son of Basileides and | all that belongs to the land is mine and |¹⁰ the (land?) in Andine, which the border-judges fixed | as that of the Clytides, and that fixed Leophron, the son of Dei|nios, as subject to a 1% tax. It is |worth 5000 staters. |¹⁵ Every year I pay to the Clytides | 30 talents of wood, which lie in Ak|tai in the sacred grove, when timber is exported, | and 420 drachmas in the month | of Artemision, the first amount with |²⁰ the third year after the office of Alson, and | the others each at the turn of the year according to the | stele which stands in Aktai in the | sanctuary. They entrusted Aristomenes, the son of Tel-| (...). He decided. They confirm. On the 1|²⁵7th of the Leukatheon. The letters | (...) *synagogai* Herokritos, son of Theodor-|os, Polyxenos, son of Ktesion, Aristomachos, | son of (...)medon.

XIII. Authentisch oder erfunden: Zur Konsolidierung der Klauseln im Friedensvertrag von 197/6 v. Chr. zwischen König Philipp V. von Makedonien und Rom.

Polyb. XVIII 44.1–7: 1. Ὅτι κατὰ τὸν καιρὸν τοῦτον ἦκον ἐκ τῆς Ῥώμης οἱ δέκα, δι' ὧν ἔμελλε χειρίζεσθαι τὰ κατὰ τοὺς Ἕλληνας, κομίζοντες τὸ τῆς συγκλήτου <δῶγμα> τὸ περὶ τῆς πρὸς Φίλιππον εἰρήνης. ἦν δὲ τὰ συνέχοντα τοῦ δόγματος ταῦτα, τοὺς μὲν ἄλλους Ἕλληνας πάντας, τοὺς τε κατὰ τὴν Ἀσίαν καὶ κατὰ τὴν Εὐρώπην, ἐλευθέρους ὑπάρχειν καὶ νόμοις χρῆσθαι τοῖς ἰδίοις· τοὺς δὲ ταπτομένους ὑπὸ Φίλιππον καὶ τὰς πόλεις τὰς ἐμπορούρους παραδοῦναι Φίλιππον Ῥωμαίοις πρὸ τῆς τῶν Ἰσθμίων πανηγύρεως, Εὐρωμον δὲ καὶ Πήδασα καὶ Βαργύλια καὶ τὴν Ἰασέων πόλιν, ὁμοίως Ἄβυδον, Θάσον, Μύριναν, Πέρινθον, ἐλευθέρως ἀφεῖναι τὰς φρουρὰς ἐξ αὐτῶν μεταστησάμενον· περὶ δὲ τῆς τῶν Κιανῶν ἐλευθερώσεως Τίτον γράψαι πρὸς Προυσίαν κατὰ τὸ δῶγμα τῆς συγκλήτου· τὰ δ' αἰχμάλωτα καὶ τοὺς αὐτομόλους ἅπαντας ἀποκαταστήσαι Φίλιππον Ῥωμαίοις ἐν τοῖς αὐτοῖς χρόνοις, ὁμοίως δὲ καὶ τὰς καταφράκτους ναῦς πλὴν πέντε σκαφῶν καὶ τῆς ἐκκαϊδεκῆρους· δοῦναι δὲ καὶ χίλια τάλαντα, τούτων τὰ μὲν ἡμίση παραυτίκα, τὰ δ' ἡμίση κατὰ φόρους ἐν ἔτεσι δέκα.

At this time the ten commissioners who were to control the affairs of Greece arrived from Rome bringing the *senatus consultum* about the peace with Philip. Its principal contents were as follows: All the rest of the Greeks in Asia and Europe were to be free and subject to their own laws; Philip was to surrender to the Romans before the Isthmian games those Greeks subject to his rule and the cities in which he had garrisons; he was to leave free, withdrawing his garrisons from them, the towns of Euromus, Pedasa, Bargylia, and Iasus, as well as Abydos, Thasos, Myrina, and Perinthus; Flaminius was to write to Prusias in the terms of the *senatus consultum* about restoring the freedom of Cius; Philip was to restore to the Romans all prisoners of war and deserters before the same date, and to surrender to them all his warships with the exception of five light vessels and his great "sixteen"; he was to pay them a thousand talents, half at once and the other half by installments extending over ten years." (trans. Paton, Loeb)

Um diese Zeit kamen die zehn legati aus Rom, die die Angelegenheiten der Griechen regeln sollten, und sie brachten das *senatus consultum* bezüglich des Friedens mit Philipp mit. Der wesentliche Inhalt war folgender: Alle anderen Griechen [sc. die Philipp nicht untertänig waren] sowohl in Asia als in Europa sollten frei sein und ihre eigenen Gesetze anwenden dürfen; diejenigen, die Philipp untertänig waren, sowie die mit seinen Besatzungen besetzten Städte sollte Philipp den Römern vor den Isthmischen Spielen übergeben; Euromos und Pedasa und Bargylia sowie die Stadt Iasos und auch Abydos, Thasos, Myrina und Perinthos waren nach Abzug der Besatzungen zu befreien; über die Befreiung von Kios würde Flaminius an Prusias gemäß dem *senatus consultum* schreiben; Gefangene und alle Überläufer sollte Philipp den Römern im selben Zeitraum ausliefern, gleichermaßen sollte er die gedeckten Schiffe mit Ausnahme von fünf kleineren Booten sowie des ‚Sechzehners‘ übergeben. Zahlen sollte er tausend Talente, davon die Hälfte sofort, den Rest in Raten über zehn Jahre.“ (Übers. Errington, StV IV)

Livius XXXIII 30.1–10: paucos post dies decem legati ab Roma venerunt, quorum ex consilio pax data Philippo in has leges est, ut omnes Graecorum civitates, quae in Europa quaeque in Asia essent, libertatem ac suas haberent leges; quae earum sub dicione Philippi fuissent, praesidia ex iis Philippus deduceret vacuasque traderet Romanis ante Isthmiorum tempus; deduceret et ex eis, qui in Asia essent, Euromo Pedasisque et Bargyllis et Iaso et Myrina et Abydo et Thaso et Perintho: eas quoque enim placere liberas esse; de Cianorum libertate Quinctium Prusiae, Bithyniorum regi, scribere, quid senatui et decem legatis placuisset; captivos transfugasque reddere Philippum Romanis et navis omnis tectas tradere praeter quinque et regiam unam inhabilis prope magnitudinis, quam sedecim versus remorum agebant; ne plus quinque milia armatorum haberet neve elephantum ullum; bellum extra Macedoniae fines ne iniussu senatus gereret; mille talentum daret populo Romano, dimidium praesens, dimidium pensionibus decem annorum. Valerius Antias quaternum milium pondo argenti vectigal in decem annos impositum regi tradit; Claudius in annos triginta quaterna milia pondo et ducena, <in> praesens viginti milia pondo. idem nominatim adiectum scribit, ne cum Eumene Attali filio – novus is tum rex erat – bellum gereret. In haec obsides accepti, inter quos Demetrius Philippi filius.

A few days later the ten commissioners arrived from Rome, and on their advice Philip was granted peace on the following terms: All Greek city-states, in Europe and Asia alike, were to have their independence and their own laws. In the case of those states that had been under Philip's control, Philip was to withdraw his garrisons from them and hand them over to the Romans free of his troops before the time of the Isthmian Games. Philip was also to withdraw his garrisons from the following cities in Asia: Euromus, Pedasa, Bargyliae, Iasus, Myrina, Abydos, Thasos and Perinthus, since it was decided that these, too, should be free. As for the freedom of the people of Cius, Quinctius was to write to Prusias, king of Bithynia, to communicate the decision of the senate and the ten commissioners. Philip was to return prisoners of war and deserters to the Romans, and surrender all his decked ships apart from five and his one royal galley of almost unmaneuverable proportions, propelled by sixteen banks of oars. He was to keep no more than 5,000 soldiers and not

one elephant. He was not to wage war outside the confines of Macedonia without authorization from the senate. He was to give the Roman people 1,000 talents, half immediately and half in installments over ten years. (Valerius Antias records that the king was subjected to an annual tribute of 4,000 pounds of silver for ten years, Claudius that it was 4,200 pounds over thirty years, plus 20,000 payable immediately. Claudius also mentions a clause expressly forbidding him to go to war with Eumenes, son of Attalus, the new king of Pergamum at that time). Hostages were taken, including Philip's son Demetrius, to ensure implementation of these conditions. (trans. Yardley, Loeb)

Wenige Tage danach kamen die zehn legati aus Rom an, aus deren Beratungen Philipp die Friedensbedingungen diktiert wurden und zwar, dass alle griechischen Städte, sowohl in Europa als in Asien, ihre Freiheit und eigene Gesetze haben sollen; welche von ihnen Philipp untertänig seien, aus denen solle Philipp seine Besatzungen abziehen und die geräumten Städte vor den Isthmischen Spielen an die Römer übergeben; auch aus den Städten in Asia solle er die Besatzungen abziehen, nämlich aus Euromos, Pedasa, Bargylia, Iasos und Myrina sowie aus Abydos, Thasos und Perinthos, denn es war entschieden worden, auch sie hätten frei zu sein; im Hinblick auf die Freiheit von Kios würde Flamininus an Prusias, den König der Bithynier, schreiben, was der Senat und die zehn legati entschieden hätten; Kriegsgefangene und Überläufer solle Philipp den Römern überstellen sowie alle gedeckten Schiffe außer fünf und das königliche Schiff, das wegen seiner Größe praktisch manövrierunfähig war, denn sechzehn Ruderbänke waren nötig, um es zu bewegen. Er solle nicht mehr als fünftausend Soldaten unterhalten und keinen Elefanten besitzen; Krieg außerhalb der Grenzen Makedoniens dürfe er ohne Genehmigung des Senates nicht führen; er solle tausend Talente an das römische Volk zahlen, die Hälfte sofort, die Hälfte in zehn Jahresraten. Valerius Antias gibt an, es seien ihm viertausend Pfund Tribut über zehn Jahre auferlegt worden; Claudius [Quadrigrarius] nennt viertausendzweihundert Pfund über dreißig Jahre sowie sofort zwanzigtausend. Derselbe schreibt, es sei ausdrücklich hinzugefügt worden, dass er gegen Eumenes, Sohn des Attalos – neu war er damals als König –, keinen Krieg führen dürfe. Als Garantie für die Erfüllung dieser Bedingungen wurden Geiseln genommen, unter ihnen Demetrius, Philipps Sohn. (Übers. Errington, StV IV)

XIV. Consolidation of Law in 4th Century BC Athenian nomoi – ‘just as the other merchants’ –

Source to be discussed: The Athenian grain (tax) law of 374/3 BCE

- *nomos* (I.2)
- Uncertain publication context (no publication formula); perhaps at the Aiakeion on the Agora?
- Contents, though disputed, seem to entail a *syngraphe* for a contract about the transportation of grain (II.8-36) and a law pertaining primarily to collecting the *dodekate* and *pentekoste* from the islands in kind (II.1-8) as well as to the new office of the ‘ten men’, responsible for (selling) the proceeds of these taxes (II.36-61).
- The *syngraphe* provides for a contract between a *priamēnos* and the *polis*, relating to one or more *merides* of grain per contract.
 - o Obligations of the *priamēnos*
 - Transporting the grain at his own risk on his expense to the Piraeus, to the city and heaping it up in the Aiakeion.
 - Providing guarantors for each *meris* of grain transported.
 - Weighing out the grain within 30 days of arrival in the city.
 - paying sales taxes (*eponia*) and auctioneers’ fees (*kerykeia*) per *meris*.
 - o Obligations of the polis:
 - Providing the Aiakeion in a suitable state (with a door and roof).
 - o Obligation of the *priamēnos* outside the contract
 - Transport of the grain must be concluded before the Maimakterion (November/Dezember).

TEXT OF THE INSCRIPTION

Editions: R. S. Stroud, *Hesperia*. Supplement Nr. 29 1998 – P. J. Rhodes & R. Osborne, *GHI II*, Nr. 26 –
Paragraphs are set by the Speaker in accordance with his interpretation to aid in the analysis

(θ)εοί.
ἐπὶ Σωκρατίδῳ ἄρχοντος
νόμος περὶ τῆς δωδεκάτης τοῦ σίτου^{vv}
τῶν νήσων. *vacat*
5 Ἀγύρριος εἶπεν· (§ 1) ὅπως ἂν τῶι δήμῳ σί[το]-
ς ἢ ἐν τῶι κοινῶι, τὴν δωδεκάτην πωλ[εῖ]-
ν τὴν ἐν Λήμνῳ καὶ Ἰμβρῳ καὶ Σκύρω[ι κ]-
αὶ τὴν πεντηκοστὴν σίτο· (§ 2) ἢ δὲ μερὶς ἐξ[ά]-
στη ἔσται πεντακόσιοι μέδιμνοι, πυ[ρῶ]-
10 ν μὲν ἑκατόν, κριθῶν δὲ τετρακόσιοι· (§ 3) [κο]-
μιεῖ τὸν σίτον κινδύνῳ τῶι ἑαυτοῦ ὁ π[ρ]-
ιάμενος εἰς τὸν Πειραιᾶ καὶ ἀνακομι[ε]-
τῶ καὶ κατανήσει τὸν σίτον εἰς τὸ Αἰά[κ]-
15 εἰον· (§ 4) στέγον δὲ καὶ τεθυρωμένον παρε[ξ]-
ει τὸ Αἰάκειον ἢ πόλις (§ 5) καὶ ἀποστήσει[ε τ]-
ὸν σίτον τῆι πόλει τριάκοντα ἡμερῶν [ὁ]
πριάμενος, ἐπειδὴν ἀνακομίσει εἰς [ἄσ]-
τυ, τέλεσι τοῖς αὐτοῦ· ἐπειδὴν δὲ ἀνακ[ομ]-
20 ἴσει εἰς τὸ ἄστυ, ἐνοίκιον οὐ πράξει [ἢ π]-
όλις τοὺς πριαμένους· τοὺς πυροὺς ἀ[πο]-
στήσει ὁ πριάμενος ἔλκοντας πέντε ἑ[κ]-
τέ(α)ς τὸ τάλαντον, τὰς δὲ κρι(θ)ᾶς ἔλκο[ύσ]-
(α)ς τὸν μέδιμνον τάλαντον ξηρὰς ἀποστ[ε]-
25 ἴσει καθαρὰς αἰρῶν, τὸ σ(ῆ)κῶμα ἐπὶ τῆι ζ[ι]-
ὼν(η)ι σηκῶσας, καθάπερ οἱ ἄλλοι ἔμ[π]ορ[ο]-
ι· (§ 6) προκαταβολὴν οὐ θήσει ὁ πριάμε[ν]ο[ς] ἄ-
λλ’ ἐπὶ ὄνια καὶ κηρύκεια κατὰ τὴν [μ]ερ[ί]δα-
α εἴκοσι δραχμ(ά)ς· (§ 7) ἐγγυητ(ά)ς καταστήσει[ε]-
30 ἰ ὁ πριάμενος δύο κατὰ τὴν μερίδα ἀξι[ό]-
χρεως, οὓς ἂν ἡ βουλὴ δοκιμάσῃ· (§ 8) συμ[μ]ορ[-

Gods. In the archonship of Socratides. Law concerning the one twelfth of grain of the islands.

5) Agyrrius proposed: in order that the people may have grain publicly available, sell the tax of one twelfth at Lemnos, Imbros, and Scyros, and the tax of one fiftieth, in grain.

8) Each share will be five hundred *medimnoi*, one hundred of wheat and four hundred of barley. The buyer will convey the grain to Piraeus at his own risk, and will transport the grain up to the city at his own expense and will heap up the grain in the Aiakeion. The city will make available the Aiakeion covered and with a door, and the buyer will weight out the grain for the city within thirty days of whatever the date when he transports it to the city at his own expense. When he transports it to the city, the city will not rent from the buyers.

21) The buyer will weigh out the wheat at a weight of a talent for five *hekteis*, and the barley at a weight of a talent for a *medimnos*, dry and clean from darnel, arranging the standard weight on the balance just as the other merchants.

27) The buyer will not make a down payment but will pay sales taxes and auctioneers’ fees at the rate of 20 drachmas per share. The buyer will nominate two creditworthy guarantors, whom the Council has scrutinized, for each share.

31) A symmory will consist of six men, and the share 3000 *medimnoi*. In the case of a symmory the city will exact the grain from each and all of those who are in the symmory, until it recovers what belongs to it.

ία ἔσται ἡ μερίς τρισχίλιοι μέδιμ[νοι],
 ἕξ ἄνδρες· ἡ πόλις πράξει τὴν συμμορ[ίαν]-
 ν τὸν σῖτον κ(α)ὶ παρ' ἑνὸς καὶ παρ' ἀπάν[τω]-
 35 ν τῶν ἐν τῇ συμμορία ὄντων, ἕως ἂν τ[ἄ] α]-
 ὑτῆς ἀπολάβῃ· (§ 9) αἰρείσθω δὲ ὁ δῆμος δ[έ] κ]-
 (α) (ἄ)νδρας ἕξ Ἀθηναίων ἀπάντων ἐν τῇ [έ] κ]-
 κλησία, ὅταν περ τοὺς στρατηγούς α[ί] ρ]-
 ὦνται, οἵτινες ἐπιμελήσονται τοῦ σί[τ]-
 40 ο· (§ 10) οὗτοι δὲ ἀποστησάμενοι τὸν σῖτον κ[α]-
 τὰ τὰ γεγραμμένα πωλόντων ἐν τῇ ἀγ[ορ]-
 ᾷ, ὅταν τῷ δήμῳ δοκῇ· (§ 11) πωλῆν δὲ μὴ ἔ[ξ] ε]-
 ἴναι ἐπιψηφίσαι πρότερον τοῦ Ἄνθεσ[τ]-
 ηριῶνος μηνός· ὁ δὲ δῆμος ταξάτω τὴν τ[ι]-
 45 μὴν τῶν πυρῶν καὶ τῶν κριθῶν ὀπόσου χ[ρ]-
 ῆ πωλῆν τοὺς αἰρεθέντας· (§ 12) τὸν δὲ σ[ί] (ι)τον [ο]-
 ἰ πριάμενοι τὴν δωδεκάτην κομισάντω-
 ν πρὸ τοῦ Μαιμακτηριῶνος μηνός· οἱ δὲ α]-
 ἰρεθέντες ὑπὸ τοῦ δήμου ἐπιμελούσθω-
 50 ν ὅπως ἂν κομίζηται ὁ σῖτος ἐν τῷ χρόνῳ-
 ῳ τῷ εἰρημένῳ· (§ 13) ἐπειδὴν δὲ ἀποδῶντα-
 ἰ οἱ αἰρεθέντες τὸν σῖτον, λογισάσθω[ν]
 ἐν τῷ δήμῳ καὶ τὰ χρήματα ἠκόντων φ[έ]-
 ροντες εἰς τὸν δῆμον καὶ ἔστω στρατι[ω]-
 55 τικ(α) τὰ ἐκ τῷ σίτῳ γενόμενα· (§ 14) τὴν δὲ προ[κ]-
 αταβολὴν τὴν ἐκ τῶν νήσων μερίσαι το[ῦ]-
 ς ἀποδέκτας καὶ τῆς πεντηκοστῆς, ὅσο[ν]-
 περ πέρυσιν (η) ὕβρεν ἐκ τοῖν δυοῖν δεκάτ[α]-
 ἰν, τὸ μὲν νῦν εἶναι εἰς τὴν διοίκησι[ν] (§ 15) κ]-
 60 αὶ τὸ λοιπὸν μὴ (α) φαιρεῖν τῷ δύο δεκάτ[α]-
 ἐκ τῶν κατ(α)βαλλομένων χρημάτων.^{vvvv}

19: Punctuation – Lambert ap. Rhodes & Osborne || 25: τῆ[...] ΩΝ(Η)I with variations – ζ[ών(η)ι] oder χ[ών(η)ι] – Stroud || 58: δεκάτ[α]||iv oder δεκάτ[ο]||iv – Rhodes & Osborne || 60: δεκάτ[α] oder δεκάτ[ω] – Rhodes & Osborne

Regest (by the Speaker in accordance with his interpretation)

Part 1 – Beginning of the *nomos*: (1-5) Prescript including the *archon eponymos*, contents of the *nomos* and the proposer. § 1 (5-8) Declaration of intent; selling the *dodekate* and *pentekoste* from Lemnos, Imbros and Skyros in grain (Naturalsteuer). **Part 2** – *syngraphe*: § 2 (8-10) Definition of a *meris*: 100 *medimnoi* wheat and 400 barley. § 3 (10-15) Obligations of the buyer (of the tax): Transporting to the Piraeus, then to the city, then storing it in the Aiakeion. § 4 (15-16) Obligations of the polis: Providing the Aiakeion with (suitable) door and roof. § 5 (16-27) Obligations of the buyer (of the tax): Weighing out the grain within 30 days: dry, free of darnel and in accordance with common practice; no rent will be charged for use of the Aiakeion. § 6 (27-29) determining the *prokatabole*, *eponia* and *kerykeia*. § 7 (29-31) The buyer (of the tax) is required to provide guarantors: two per *meris*, they must be approved by the Boule. § 8 (31-36) Determining the liabilities of the members of a *symmoría* (six men) for one *meris* consisting of 3.000 *medimnoi*. Part 3 – the *syngraphe* ends; the second part of the *nomos* proceeds: § 9 (36-40) The ‘ten men’ (*deka andres*) are elected in the assembly. § 10 (40-42) Tasks of the ‘ten men’: Overseeing the weighing out of the grain; Selling the grain on the agora, time to be determined by the demos. § 11 (42-46) The price of grain and the time of selling it are to be determined by the demos: No proposal (*psephisma*) to be submitted before the Anthesterion. § 12 (46-51) Further tasks of the ‘ten men’: ensuring the transport of the *dodekate* before the Maimakterion. § 13 (51-55) Accountability (Rechenschaftspflicht) of the ‘ten men’ to the *ekklesia*: Allocating the profit of the grain-sell to the *stratitika*. § 14 (55-61) Transitional provision concerning the allocation of profits by the *apodektai*: Allocation of a *prokatabole* to the amount of previous years *duodekate* from the *pentekoste* from the islands to the *diokesis*. § 15 (61-66) A *duodekate* is no longer to be collected from the profits of selling the *dodekate* and *pentekoste*.

Central point of interest to the presentation: Lines 16-27 with 40-42.

“The buyer will weigh out the wheat at a weight of a talent for five *hekteis*, and the barley at a weight of a talent for a *medimnos*, dry and clean from darnel, arranging the standard weight on the balance just as the other merchants.” (Rhodes & Osborne)

- 16-27: Obligations of the *priamēnos* in these lines: weighting the grain
 - o “Dry”
 - o “Clean from darnel”

- τὸ σ(ή)κωμα ἐπὶ τῆ[...] ΩΝ(Η)Ι σηκώσας – Either:
 - τῆ[ι ζ]ών(η)ι – “filling up the measuring table to the rim”
 - τῆ[ι χ]ών(η)ι – “by means of the χώνη (funnel)”
 - (Both) “, just as the other merchants.”
- 40-42: The weighing-out is supervised by the ‘ten men’ in accordance with what has been written. (*Remark*: here or at any other place?)

Question for the Discussion: Is this, the proscription to the weighting out of the grain, an instance of ‘consolidation of law’ in accordance with the workshops understanding of the term?

Hypotheses:

1. The lawmaker is referring to a secondary not epigraphically transmitted law detailing the process further. (First by Stroud, 1998)

Bsp. Dem. 35.3.: κατὰ τοὺς ἐμπορικοὺς νόμους.
2. The lawmaker is referring to long established practices between merchants which don’t require an explanation. (Stroud, 1998)
3. – Expanding on 2.: Agyrrhios provides a legal framework for a peer to peer, commercially motivated, agreement between the ‘ten men’ and the *priamēnos* about the compliance of the *priamēnos* with his contractual obligations towards the *polis*.

Introductory Bibliography for further reading:

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XV. The So-called Instruction for the Supervisor of the Privy Purse: What Consolidation?

The legal order of Roman Egypt is a paramount example of legal pluralism in Antiquity. Already the Ptolemies governing their multicultural and diverse subjects applied local Egyptian law alongside various prescriptions of Hellenic and other provenances (i.a. Jewish law, as it seems). Upon conquering the province, the Romans thus encountered a network of norms stemming from different legal traditions, on which their own legal order and practice was interposed. A question of standardization and consolidation of the legal order(s) seems to have been vital for the proper functioning of the province. And yet, the Romans themselves hardly ever turned to the tools typical for such process in the later epochs: i.e. acts of ordering, as codifications or collections of general applications.

The notable exception in that field is the so-called Gnomon of the Idios Logos: excerpts from the imperial instructions on the applicable legal norms issued for the supervisor of the Private Purse, who played a chief role in issuing orders of confiscation (to the benefit of the *fiscus*), as well as the recipient of payments from the priestly offices. The prologue of the text presents it as stemming from the original mandatum of Augustus, yet the version preserved chiefly in BGU V 1210 was updated with the posterior developments (including later imperial orders, resolutions of the senate, and judicial decisions of the Roman officials in the province), and then abridged by an unknown individual to make a practical guide of semi-official–semi-private character, designed perhaps to aid day-to-day work of lower administration. My hitherto research suggests that the core of that work happen under the reign of Hadrian (even if the BGU version is most probably datable to the reign of Antoninus Pius).

The few selected sources I would like to read should illustrate the following questions

- to what extent the Gnomon was consciously used as a tool of consolidation (both by its eponymic maker, the Roman administration);
- why certain areas of law-application were consolidated, while other were left – seemingly – untouched;
- and, finally, whether our understanding of ‘consolidation’ as such is really applicable to Gnomon, to Roman Egypt, or perhaps the Empire at large.

Explanatory notes:

Most of the Gnomon texts reproduced below refer the Augustean marriage legislation. The two statutes – *lex Iulia de maritandis ordinibus* (18 BCE) and *Lex Papia Poppaea* (9 CE) – passed upon the initiative of Augustus within his policy to restore the ‘*regimen morum*’ (cf. Suetonius, *Divus Augustus* 27.5 & 34), prominently introduced, among others, a duty to be married and to sire children for Roman men aged 25–60 and for Roman women aged 20–50. The sanction was testamentary incapacity. The laws, commonly known as *lex (leges) Iulia et Pappia* were later modified by several senatorial decrees. These amendments are evidenced in our texts.

Since most of the obligations arising from the laws were lifted by Constantine the Great in 320 (*CTh.* VIII 16.1), and further Honorius and Theodosius granted to all privilege of children (*ius liberorum*) in 410 (*CTh.* VIII 57.2 ≈ *CJust.* I 19.6 & VIII 58.1), almost no notice thereof may be recovered from the Digest updated by the Justinianic compilers. This is why the comparative material is taken from two sources which are thought to transmit the gist of the classical law.

The *Institutes of Gaius* (*Gai.*) is the most comprehensive (even if incomplete and selective) handbook of classical Roman law presently existing. Its original must have written under the reign Antoninus Pius (thus contemporary to the Berlin copy of the *Gnomon*). The copy we possess was made in the 5th cent. Gaul, and later used to a support to write letters of Jerome: its text is thus lacunose and not free from adulterations.

The present version of the so-called *Tituli ex corpore Ulpiani* (*TUlp.*), a definitely incomplete version of some kind of a *vademecum* or *aide-memoire* of unclear purpose, is most probably datable to second quart of the 4th cent. CE. Its original(s) or sources were most probably compiled earlier, perhaps between the end of the 2nd and the early 3rd cent. CE (so Avenarius in the most recent study on the subject). Because of the outline character of the work, it fits also well as the *comparandum* to the Gnomon.

I. Introduction: The Origin and the Role of the Gnomon

PROEMIUM. 'Instruction of the Supervisor of the Privy Purse', Introduction (BGU v 1210, ll. 1–7)

τοῦ γινώμον[ος], ὃν ὁ θεὸς Σεβαστὸς τῇ τοῦ ἰδίου λόγου
ἐπιτροπῇ [παρ]εστήσατο, καὶ τῶν ὑπὸ χεῖρα αὐτῷ
π[ρ]οσγεγονότ[ω]ν ἤτοι ὑπὸ αὐτοκρατόρων ἢ συνκλή-
4 [το]υ ἢ τῶν [κατ]ὰ καιρὸν ἐπάρχων ἢ ἰδίων λόγων τὰ
ἐν μέ[σ]ω [κεφ]άλαια συντεμῶν ὑπέταξ[ά] σοι, ὅπως τῇ
τ[ῆς] ἀναγραφῆς ὀλιγομερία τὴν μνήμην ἐπιστή-
[σας] εὐχερ[ῶς] τῶν πραγμάτων περικ[ρ]ατῆς.

I have appended summarizing the most important (?) chapters of the Ordinance which Divine Augustus has established for the Supervision of the Privy Purse and of the (provisions) thereto added by his own hand, by the emperors, by the Senate and by the prefects and the supervisors of the Privy Purse, each in their time, so that aiding your memory by this digest of the copy you would have a facilitated command of the (official?) matters.

I 1 The origin of Gnomon?

Dig. I 17.1 – Ulp. 15 *ad edictum* – Praefectus Aegypti non prius deponit praefecturam et imperium, quod ad similitudinem proconsulis lege sub Augusto ei datum est, quam Alexandriam ingressus sit successor eius, licet in provinciam venerit: et ita mandatis eius continetur. – The prefect of Egypt does not lay down his prefecture and his imperium – conferred to him by a statute under Augustus at the likeness of the proconsular power – until his successor enters Alexandria, even if he should have (already) arrived to the province: and this is included in his instructions.

Dig. XL 2.21 Mod. 1 *pandectarum* – Apud praefectum Aegypti possum servum manumittere ex constitutione divi Augusti. – I may manumit a slave before the prefect of Egypt in virtue of a constitution of Divine Augustus.

I 2 τὰ ἐν μέ[σ]ω [κεφ]άλαια

P. Oxy. XLVII 3364 (209 CE) [ἐκ μέρ]ους κεφαλαίω[ν τῶ]ν κυρίων ἡμῶν Α[ὐτοκρατόρων Σεουήρου καὶ Ἀντωνίνου] From among the chapters of our Lords Imperators Severus and Antoninus

P. Tebt. II 286 (= *FIRA* III 100, post 138 CE) [ἐ]κ μέρους ἀποκρίματος θεοῦ Ἀδριανοῦ – from among judgments of the Divine Hadrian

Dig. I 1.2.13. – Pomponius, *l.s. enchiridia*: Post originem iuris et processum cognitum consequens est, ut de magistratuum nominibus et origine cognoscamus, quia, ut exposuimus, per eos qui iuri dicundo praesunt effectus rei accipitur: quantum est enim ius in civitate esse, nisi sint, qui iura regere possint? Post hoc dein de auctorum successione dicemus, quod constare non potest ius, nisi sit aliquis iuris peritus, per quem possit cottidie in melius* <in medium? – Talamanca> produci. –After getting to know the origin of law and the procedure, the next thing we should get to know are the names of the magistrates and (their) origin. As we have presented, it is through them who administer justice, that things are effectively achieved. What it is then worth to have law in a community, if there are none of those, who can administer the laws? Thereupon we will discuss the succession of the (legal) authorities, since law cannot be concordant, if there is no legal expert, through whom it could daily be made better <?digested>.

I 3 Text Accuracy

137 νβ Ῥωμαῖοις ἐξὸν Αἰγυπτίαν γ[ῆμα]ι.

137. (οὐκ)? Reinach

52 it is <not?> allowed to the Romans to marry the Egyptian women

CASE 1: *Senatusconsulta* amending the *leges Iulia* and *Papia* A. §§ 27–28 (col. iv, ll 78–83) & *sc. Persicianum* (a. 34)

κς κὰν Λατεῖνα ὑπὲρ πενήκοντα ἔτη δῶ τι ὑπὲρ ἔτη ὁμοίω(ς) ἀναλαμβ(άνει).
κς ὅσα Ῥωμαῖοις ἐξηκονταετῆς ἄτεκνος ἀγύνας ὧν κληρονο-
80μεῖ, ἀναλαμβάνεται. ἐὰν δὲ ἔχη γυναῖκα τέκνα δὲ μὴ καὶ ἐαυ-
τὸν προσανγείλη, τὸ ἥμισυ αὐτῷ συνχωρεῖται.
κη γυνὴ ἐὰν <ῆ> ἐτῶν ν, οὐ κληρονομεῖ, ἐ[ὰ]ν δὲ ἡττόνων καὶ ἔχη τέ-
κνα γ, κληρονομεῖ, ἀπελευθερικὴ δέ, ἐὰν ἔχη τέκνα τέσσαρα.

78. I. καὶ ἂν 79. | I. Ῥωμαῖοις | 80. I. γυναῖκα

26 And if a Latin woman over fifty years brings any property to a husband over (sixty), it is likewise confiscated. 27 Whatever property a Roman man sixty years old, childless and with no wife, inherits, is confiscated. If he has a wife but no children and denounces himself, a half is allowed to him. 28 If a woman is fifty years old, she does not inherit; if she is less and has three children, she inherits, but in the case of a freedwoman, if she has four children.

TUlp. XVI 3. Qui intra sexagesimum vel quae intra quinquagesimum annum neutri legi paruerit, licet ipsis legibus post hanc aetatem liberatus esset, perpetuis tamen poenis tenebitur ex senatus consulto Perniciano. ... Any man who has failed to comply with either provision of the law within his sixtieth year, or a woman within her fiftieth (although, after this age, he or she may be released by the same law), are always liable to the penalties in virtue of the Pernician Resolution of the Senate. [SCOTT, modified]

TUlp. XXVI 8. Intestati filii hereditas ad matrem ex lege duodecim tabularum non pertinet; sed si ius liberorum habeat, ingenua trium, libertina quattuor legitima heres fit ex senatus consulto Tertulliano, si tamen ei filio neque suus heres sit quive inter suos heredes ad bonorum possessionem a praetore vocatur, neque pater, ad quem lege hereditas bonorumve possessio cum re pertinet, neque frater consanguineus: quod si soror consanguinea sit, ad utrasque pertinere iubetur hereditas. – By the Law of the Twelve Tables, the estate of a child dying intestate does not belong to his mother, but if she enjoys the privilege derived from having had children, and, being a free woman, has three, or a freedwoman, has four, she becomes his/her heir under the Tertullian Decree of the Senate; provided, however, that there is no direct heir to her child, and that no one of the direct heirs is called to the possession of the estate by the Praetor, and that the child has no father to whom the estate or the possession of the property actually belongs by law, nor any full brother; if, however, a full sister survives, the estate shall belong to her and her mother. (SCOTT, modified).

B. §§ 24–25 & sc. de matrimonio impari – Calvisianum (a. 49/50 or 53)

κδ τὴν διδομένην προῖκα ὑπὸ γυναικὸς Ῥωμαίας ὑπὲρ πενήτηκοντα ἔτη γεγону[ί]ας ἀνδρὶ Ῥωμαίῳ ἐντὸς ἐξήκοντα ἔτων γεγόνῳτι μετὰ θάνατον ὁ φίσκος ἀναλαμβάνει.

76 / κε ὁμοίως καὶ τὴν διδομένην ὑπὸ γυναικὸς ἐντὸς ἑπτῶν οὔσης ἀνδρὶ ὑπὲρ ἐξήκοντα ἔτη γεγόνῳτι ἀναλαμβάνεται.

73. I. προῖκα | 75. corr. ex ἀναλαμβάνεται | 77. I. ἀναλαμβάνει

24 The fiscus confiscates after the death the dowry brought by a Roman woman over fifty years of age to a Roman husband being under sixty years of age. 25 That likewise is confiscated which is brought by a woman being under fifty years of age to a husband being over sixty years (JOHNSON, modified).

TUlp. XVI 4. Quod si maior quinquagenaria minori sexagenario nupserit, ‘inpar matrimonium’ appellatur et senatus consulto Calvisiano iubetur non proficere ad capiendas hereditates et legata <et> dotes, itaque mortua muliere dos caduca erit. 4. ... But, on the other hand, if a woman who is over fifty marries a man under sixty, the marriage is called unequal, and provision is made by the Calvisian Decree of the Senate, that it shall be of no avail for the purpose of receiving an estate, a legacy, or a dowry. Hence, if the woman dies, the dowry will be vacant (SCOTT, modified).

CASE 2: §§ 30 & 32 (col. IV II. 87–88, 91–92) & the limited application of leges Iulia et Papia

λ αἱ καταλειπόμενα κληρονομίαι γυναίξῃ Ῥωμαίαις ἐχούσαις οὐσίας σηστερτίων ἢ ἄγαμοις κ[α]ὶ ἀτέκνοις ἀναλαμβάνεται.

λβ Ῥωμαίους ὑπὲρ ἑκατὸν σηστερτία ἔχοντες ἄγαμοι καὶ ἄτεκνοι οὐ κληρονομοῦσι, οἱ δὲ ἔλαττον ἔχοντες κληρονομοῦσι

87. I. κληρονομίαι | 87-88. corr. ex εχουσι | 88. I. ἀναλαμβάνονται | 91. I. Ῥωμαῖοι | 92. corr. ex κληρονομοῦσι

30 Inheritance (profits) left to unmarried and childless Roman women having estate (larger) than 50 (000) sestertii are confiscated. 32 The unmarried and childless Roman men having (estate) above hundred (thousand) sestertii do not inherit, the ones having less do inherit.

Gai III 42 Postea lege Papia aucta sunt iura patronorum, quod ad locupletiores libertos pertinet: cautum est enim ea lege, ut ex bonis eius, qui sestertiorum centum milium plurisve patrimonium reliquerit et pauciores quam tres liberos habeat, sive is testamento facto sive intestato mortuus erit, virilis pars patrono debeatur; itaque cum unum filium unamve filiam heredem reliquerit libertus, proinde pars dimidia patrono debetur, ac si sine ullo filio filiave moreretur; cum vero duos duasve heredes reliquerit, tertia pars debetur; si tres relinquat, repellitur patronus. – And later by the Papian Statute the rights of the patrons were augmented

in regards of the richer freedmen: it was established by the statute that from the estates of those who left inheritances worth hundred thousand sestertii or more, and had less than three children, no matter whether he died having made will or intestate, a proportionate share should befall the patron: and so, if the freedman left one son or one daughter as heir, half should befall to the patron, just as if the freedman had died without any son or daughter; if he left two heirs of either sex, the third part should befall the patron; if he left three, the patron is removed.

CASE 3: §§ 18 & 33 (col. III, II. 56–58 & col. V, II. 93–95) & the missing senatusconsulta

56 ιη τὰς/ κατὰ πίστιν γεινομένης κληρονομίας ὑπὸ Ἑλλήνων ἕως/ [[ὑπὸ]] Ῥωμαίου ἢ ὑπὸ Ῥωμαίων ἕως Ἑλληνας ὁ θεὸς Οὐεσπασιανὸς [ἀ]νέλαβεν, οἱ μέντοι τὰς πίστει ἐξωμολογησάμενοι τὸ ἥμισυ [ε]λήφασιν.

56–57. corr. ex ρωμαίων | 58. I. ἐξομολογησάμενοι, corr. ex ἐξωμολογησάντες

18 Inheritances left in trust by Greeks to Romans or by Romans to Greeks were confiscated by the divine Vespasian, and yet those who acknowledged the trust received half. [JOHNSON, modified].

Gai II 285 Ut ecce peregrini poterant fideicommissa capere, et fere haec fuit origo fideicommissorum. sed postea id prohibitum est, et nunc ex oratione diui Hadriani senatus consultum factum est, ut ea fideicommissa fisco uindicarentur – Originally foreigners could receive trusts, and that was possibly the very origin of trusts. But later it was prohibited, and now following a speech of the divine Hadrian a Resolution of the Senate was passed that such trust should be claimed by the fisco. [GORDON & ROBINSON, modified]

λγ Ῥωμαία οὐκ ἐξὸν ὑπὲρ τὴν καλουμένην κοῦη εμπτιωνα διατάσσειν· ἀνελήμφθη δὲ καὶ ληγᾶτον καταλειφθὲν ὑπὸ Ῥωμαίας ἀφήλικι Ῥωμαία.

94. corr. ex ληγαδον

33 A Roman woman is not permitted to bequeath outside of the so-called coemptio. A bequest left by a Roman woman to a minor Roman girl was confiscated. [JOHNSON, modified]

Gai I 115a. Olim etiam testamenti faciendi gratia fiduciaria fiebat coemptio: tunc enim non aliter feminae testamenti faciendi ius habebant, exceptis quibusdam personis, quam si coemptionem fecissent remanipataeque et manumissae fuissent; sed hanc necessitatem coemptionis faciendae ex auctoritate diui Hadriani senatus remisit. [. . . . vv. 1 1/2 II 112. [. . .] ex auctoritate diui Hadriani senatus consultum factum est, quo permissum est *****s feminis etiam sine coemptione testamentum facere, si modo non minores essent annorum XII; scilicet ut quae tutela liberatae non essent, tutore auctore testari deberent. – Formerly a coemptio used also to take place for the purpose of making a will; for at onetime women, with certain exceptions, had no right to make a will unless they had made a coemptio and been remanipated and manumitted. But on the proposal of the divine Hadrian, the Senate remitted this requirement. . . . On the proposal of the Divine Hadrian a resolution of the Senate was passed allowing . . . women to make a will even without a coemptio, provided that they were not under the age of twelve, and, of course those who had been released from guardianship were to need their guardian’s authorization. [GORDON & ROBINSON, modified]

CASE 4: The Wills and inheritances and §§ 7–8 (col. II, II. 33–37), and § 31 (col. IV, II. 89–90).

ζ δ[ι]αθήκαι, ὅσαι μὴ κατὰ δημοσίους χρηματισμοὺς γείνωνται, ἄκυροί εἰσι.

36 η ἐὰν Ῥωμαικῇ δια[κ]θήκῃ προσκαίηται ὅτι ὅσα δὲ ἐὰν διατάξω κατὰ πινακίδας Ἑλληνικὰς κύρια ἔστω, οὐ παραδεκτά [ἐ]στίν, οὐ γὰρ ἔ[ξ]εστιν Ῥωμαίῳ διαθήκην Ἑλληνικὴν γράψαι.

35 I. διαθήκη | I. προσκείται

7 Wills which are not made as public documents are void. **8** If a Roman will has an addition that ‘what I should leave in the Greek tablets, shall be valid’, it is not accepted, since it is not allowed to Roman to write a Greek will.

λα Ῥωμαίῳ ἐξὸν ἀνδρὶ [κ]αταλείπειν τὸ δέκατον ὧν κέκτηται, 90 ἐὰν δὲ πλείονα, ἀναλαμβάνεται.

31 It is allowed to a Roman woman to bequeath to her husband the tenth of what she owes. If (she leaves) more, it shall be confiscated.

TUlp. XV 1 Vir et uxor inter se matrimonii nomine decimam capere possunt. Quod si ex alio matrimonio liberos superstites habeant, praeter decimam, quam matrimonii nomine capiunt, totidem decimas pro numero liberorum accipiunt. 2. Item communis filius filiave post nominum diem amissus amissave unam decimam adicit; duo autem post *nominum diem* amissi duas decimas adiciunt. 3. Praeter decimam etiam usumfructum tertiae partis bonorum eius capere possunt, et quandoque liberos habuerint, eiusdem partis proprietatem; hoc amplius mulier, praeter decimam, dotem *<capere>* potest legatam sibi. – 1. Husband and wife may (under a will), take one tenth of the estate of either on account of marriage; but if either of them have surviving children by a previous marriage, s/he obtains, in addition to the tenth on account of marriage, as many more tenths as there are children. 2. Any common son or daughter, who dies after the day when he or she was named adds another tenth; and (so) two of them dying after the day when they were named add two tenths. 3. In addition to the tenth, either of the parties can take the usufruct of the third portion of the estate of the other, and when they have children, the ownership of the said portion, as well; and further, the woman, in addition to the tenth, can take her dowry if it is bequeathed to her. (SCOTT, modified)

CTh. 8.17.2–3 (≈ **CJust. I 19.6 + 8.58.1**) Imperatores Honorius, Theodosius AA Isidoro Praefecto Urbis. Inter virum et uxorem rationem cessare ex lege Papia decimarum et, quamvis non interveniant liberi, ex suis quoque eos solidum capere testamentis, nisi forte lex alia minuerit derelicta, decernimus. Tantum igitur post haec maritus vel uxor sibi invicem derelinquant, quantum superstes amor exegerit 3 (= CJust. VIII 58.1). Nemo post haec a nobis ius liberorum petat, quod simul hac lege detulimus. Et cetera. Datum Pridie Non. Sept. Varane V C. Cons. (4.09.410). – The Emperors Honorius and Theodosius Augusti to Isidoros, the Praefect of the City. We constitute that the (rule of) tenth portion in virtue of Papian Act between husband and wife shall cease to exist, even if there are no children; and unless some other statute may diminish what is left, they may receive full amount from (each other's) will. Therefore, husband and wife shall thereafter leave to one another as much the surviving love may require.

Most important scholarship:

- U. BABUSIAUX, 'Römisches Erbrecht im Gnomon des Idios Logos' ZRG RA 135(2018), pp. 108-177.
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O. LENEL & J. PARTSCH, Zum sogenannten Gnomon des Idios Logos, Heidelberg 1920
J. MÉLÈZE-MODRZEJEWSKI, 'Gnomon de l'idiologue', [in:] V. Giuffrè, V. (ed.), Les lois des Romains, Napoli 1977, pp. 520–557.
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W. SCHUBART, Der Gnomon des Idios Logos. Erster Teil: Der Text (BGU V), Berlin 1919
W. UXKULL-GYLLENBAND, Der Gnomon des Idios Logos. Zweiter Teil: Der Kommentar (BGU V), Berlin 1934

XVI. Das edictum perpetuum und die Konsolidierung des ius honorarium

D. 1.1.7.1 (Papinianus 2 definitionum): Ius praetorium est, quod praetors introduxerunt adiuvandi vel supplendi vel corrigendi iuris civilis gratia propter utilitatem publicam. Quod et honorarium dicitur ad honorem praetorum sic nominatum.

D. 4.3.1.1 (Ulpianus 11 ad edictum): Verba autem edicti talia sunt: 'Quae dolo malo facta esse dicentur, si de his rebus alia actio non erit et iusta causa esse videbitur, iudicium dabo'.

Lenel, EP3, S. 114: Quae dolo malo facta esse dicentur, si de his rebus alia actio non erit et iusta causa esse videbitur, intra annum, cum primum experiundi potestas fuerit, iudicium dabo.

D. 49.14.1.1 (Callistratus 1 de iure fisci): An bona, quae solvendo non sint, ipso iure ad fiscum pertineant, quaesitum est. Labeo scribit etiam ea, quae solvendo non sint, ipso iure ad fiscum pertinere. Sed contra sententiam eius edictum perpetuum scriptum est, quod ita bona veneunt, si ex his fisco acquiri nihil possit.

D. 50.13.5.2 (Callistratus 1 de cognitionibus): Minuitur existimatio, quotiens manente libertate circa statum dignitatis poena plectimur: sicuti cum relegatur quis vel cum ordine movetur vel cum prohibetur honoribus publicis fungi vel cum plebeius fustibus caeditur vel in opus publicum datur vel cum in eam causam quis incidit, quae edicto perpetuo infamiae causa enumeratur.

Gai 1.199-220: [199] Ne tamen et pupillorum et eorum, qui in curatione sunt, negotia a tutoribus curatoribusque consumantur aut deminuantur, curat praetor, ut et tutores et curatores eo nomine satisfiant. [200] Sed hoc non est *perpetuum*; nam et tutores testamento dati satisfacere non coguntur, quia fides eorum et diligentia ab ipso testatore probata est; et curatores, ad quos non e lege curatio pertinet, sed qui vel a consule vel a praetore vel a praeside provinciae dantur, plerumque non coguntur satisfacere, scilicet quia satis honesti electi sunt.

const. Tanta §18 = CI.1.17.2.18: ...cum et ipse Iulianus legum et edicti perpetui subtilissimus conditor in suis libris hoc rettulit, ut, si quid imperfectum inveniatur, ab imperiali sanctione hoc repleatur. et non ipse solus, sed et divus. Hadrianus in compositione edicti et senatusconsulto, quod eam secutus est, hoc apertissime definivit ut si quid in edicto positum non inveniatur, hoc ad eius regulas eiusque coniecturas et imitationes possit nova instruere auctoritas.

CI. 4.5.10.1 (Iust., a. 530): ... et eiusmodi sententiae sublimissimum testem adducit Salvium Iulianum summae auctoritatis hominem et praetorii edicti ordinatorem.

CI. 4.62.2 (Sev. et Ant., a. 196): Eius rei nomine, quae cum filio familias contracta est sive sua voluntate sive eius in cuius potestate fuit, sive in peculium ipsius sive in rem patris ea pecunia redacta est, et si paterna hereditate abstinuit, actionem nisi in id quod facere possit non dari perpetui edicti interpretatione declaratum est.

CI. 6.46.2.1 (Sev. et Ant., a. 205): Nec exemplum legati vel hereditatis, in quibus condicio divortii nonnumquam remitti solet, huic rei comparandum est, cum absurdum sit ideo *perpetui edicti* negligi formam, quia patris sui voluntati non obtemperatur.

CI. 2.12.5 (Ant., a. 212): Actionem ei, qui absentis nomine agere vult, si non eum defendat, denegari oportere iam edicto perpetuo expressum est.

CI. 5.51.4 pr. = C. Greg. 6.18.13 (Alex., a. 222): Eum, qui bonis paternis secundum *edicti formam* abstentus est, hereditariis actionibus conveniri nulla ratio suadet.

CI. 2.19.3 (Gord., a. 238): Si vi vel metu fundum avus tuus distrahere coactus est, etiamsi maxime emptor eum alii vendidit, si tamen tu avo tuo heres extitisti, ut tibi reddito a te pretio restituatur, postquam placuit in rem quoque dari actionem, secundum *formam perpetui edicti* adito praeside provinciae poteris postulare, si modo qui secundo loco comparavit longae possessionis praescriptione non fuerit munitus.

Cl. 2.12.3 (Gord., a. 239): Ita demum super lite persequenda, quam tibi mater mandavit, actionem intendere potes, si, cum primo litem contestareris, non est tibi eo nomine opposita praescriptio militiae: quod nec, cum appellatio agitur, tibi obici poterit. nam si integra res est, ratio p e r p e t u i e d i c t i acceptam tibi non permittit alieno nomine actionem intendere.

Cl. 7.72.2 (Gord., s.d.): Est iurisdictionis tenor promptissimus indemnitasque remedium e d i c t o p r a e t o r i s creditoribus hereditariis demonstratum, ut, quotiens separationem bonorum postulant, causa cognita impetrent. praeoptabis igitur convenientem desiderii tui fructum, si te non heredum fidem secutum, sed ex necessitate ad iudicium eos provocare demonstraveris.

Cl. 2.11(12).18 (Val. et Gall., a. 260): Non damnatos quidem dumtaxat iniuriae, sed pactos quoque perpetuum infamat edictum. verum pactos eos demum, qui ullos adversariis nummos pro mala conscientia ex transactione numerassent, in hac causa placuit intellegi. ceterum simplex eius rei gratia integram existimationem illibatamque conservat. quod si iureiurando decisa contentio est, nemo dubitaverit, quin religionem absolutio iudicantis sequatur.

Cl. 5.5.2 (Diocl. et Max., a. 285): Neminem, qui sub ditione sit romani nominis, binas uxores habere posse vulgo patet, cum et in edicto praetoris huiusmodi viri infamia notati sint. quam rem competens iudex inultam esse non patietur.

Cl. 2.4.13 pr. (Diocl. et Max., a. 290): Interpositas metus causa transactiones ratas non haberi edicto perpetuo continetur. nec tamen quilibet metus ad rescindenda ea, quae consensu terminata sunt, sufficit, sed talem metum probari oportet, qui salutis periculum vel corporis cruciatum contineat.

Cl. 6.20.9 (Diocl. et Max., a. 293): Si emancipati utrique fuistis a patre, collatio cessat. si autem frater tuus in potestate mortis tempore fuerat nec ullum testamentum relictum vel novissimum iudicium communis patris teque emancipatum probatum fuerit, ab intestato te ad successionem paternam venientem ad collationem forma e d i c t i p e r p e t u i certo iure provocat.

CTh. 11.36.26 (Grat., Valent. et Theod., a. 379): Quisquis, ne voluntas diem functi testamento scribta reseratur vel ne ii quod scribtos patuerit heredes edicti per divum Hadrianum c o n d i t i beneficium consequantur, ausus fureit provocare rell.

Nov.Val.21.1(a.446): ...cuius heres ex edicto Divi Hadriani hereditaria corpora consequitur nec bonorum possessionis petendae substinebit necessitatem, quam generaliter ombibvus relaxamus.

XVII. Das juristische Lehrbuch Papyrus Berlin P 23757 recto in seinem kulturellen Kontext

Text: S.L. Lippert, Ein demotisches juristisches Lehrbuch. Untersuchungen zu Papyrus Berlin P 23757 rto, ÄA 66, Wiesbaden 2004, 22-33, Taf. 1

Col. 2, 7-15, 18-28

7 𓂏 What is this bringing of a daughter as a witness, to let her look at the writings of her father? [...] The document,
8 four witnesses stretch out their hands in view of it and one finds that [...] written lives from
9 the people who have signed the mentioned document and that three ‘hand-extenders’ among the
10 four ‘hand-extenders’ have died. One fetches the children of the three ‘hand-extenders’ who have died to let them
look at the writings of their fathers
11 and one lets them swear: “These are the writings of our fathers”, together with the other one who lives.
12 If it happens, that a person among the three people who have died does not have a son (*šr*), while he has a female
daughter (*šr.t s.ḥm.t*)
13 who is able to write, then she is fetched instead of her father. If it happens that somebody of the ‘hand-extenders’
14 has neither a son in the place of his father nor a female daughter who can write, then
15 𓂏 the document expires. ...

...

18 𓂏 He has written in the law [.....]
19 for this conscription of *kalasirians*, which he made. The people [.....] people [...]
20 [...] except for three groups of people. Their names: A son of the enemy-of-Osiris [.....] without
21 [...e]nemy-of-Osiris, as he stated. It is a *mḥsy* (i.e. somebody suffering from a contagious skin-disease?). Strong is the
suffering [.....] the troop
22 [.....] they are a burial, variant: The people who kill somebody of the [.....] of Pharaoh^{l.p.h.}. A son of a man
23 [...] which he did on the ground against the palace of Pharaoh^{l.p.h.}. Variant: who has cut off [..... Pharaoh]^{l.p.h.}. The son
of a ‘nobody-in’,
24 who hid himself to avoid going to the battle of Pharaoh^{l.p.h.}, variant: who hid a son. [...] What is this statement that
he made
25 in imprisonment on remand(?): “When somebody insults/mistreats an animal – any cat, any [...], any
26 [...], any ichneumon, any black *gm*-cattle, any cow, [any] dog, [any]”
27 it being ten animals – “dog” as he wrote above: “two dogs [.....]”
28 insult/mistreatment”, which he said? Its explanation: The one who committed insult/mistreatment [.....]


Alexandra von Lieven, Münster

Das juristische Lehrbuch Papyrus Berlin P 23757 recto in seinem kulturellen Kontext

Text: S.L. Lippert, Ein demotisches juristisches Lehrbuch. Untersuchungen zu Papyrus Berlin P 23757 rto, ÄA 66, Wiesbaden 2004, 22-33, Taf. 1.

Rez. J.F. Quack, AfP 51, 2005, 173.

Col. 2, 7-15, 18-28

7  What is this bringing of a daughter as a witness, to let her look at the writings of her father? [...] The document,

8 four witnesses stretch out their hands in view of it and one finds that [...] written lives from

9 the people who have signed the mentioned document and that three ‘hand-extenders’ among the

10 four ‘hand-extenders’ have died. One fetches the children of the three ‘hand-extenders’ who have died to let them look at the writings of their fathers

11 and one lets them swear: “These are the writings of our fathers”, together with the other one who lives.


12 If it happens, that a person among the three people who have died does not have a son (*šr*), while he has a female daughter (*šr.t s.ħm.t*)

13 who is able to write, then she is fetched instead of her father. If it happens that somebody of the ‘hand-extenders’

14 has neither a son in the place of his father nor a female daughter who can write, then

15  the document expires. ...

...

18  He has written in the law [.....]

19 for this conscription of *kalasirians*, which he made. The people [.....] people [...]

20 [.....] except for three groups of people. Their names: A son of the enemy-of-Osiris [.....] without

21 [...e]nemy-of-Osiris, as he stated. It is a *mħsy* (i.e. somebody suffering from a contagious skin-disease?). Strong is the suffering [.....] the troop

22 [.....] they are a burial, variant: The people who kill somebody of the [.....] of Pharaoh^{l.p.h.}. A son of a man

23 [...] which he did on the ground against the palace of Pharaoh^{l.p.h.}. Variant: who has cut off [..... Pharaoh]^{l.p.h.}. The son of a ‘nobody-in’,

24 who hid himself to avoid going to the battle of Pharaoh^{l.p.h.}, variant: who hid a son. [...] What is this statement that he made

25 in imprisonment on remand(?): “When somebody insults/mistreats an animal – the ‘enemy’ (*ħfi*) of a cat, the ‘enemy’ of a [...], the ‘enemy’ of a

26 [...], the ‘enemy’ of a ichneumon, the ‘enemy’ of a black *gm*-cattle, the ‘enemy’ of a cow, [the ‘enemy’ of a] dog, [the ‘enemy’ of a]”

27 it being ten animals – “dog” as he wrote above: “two dogs [.....]”

- 26 *l htl l gm kme 'P ih.t (b 'iwawe' [l l* irgendeinen(?) Ichneumon, 'irgendein(?)' schwarzes *gm*-Rind, irgendeine Kuh, [irgendeinen(?) Hund, [irgendein(?), irgendein(?), irgendein(?),]
- 27 *iw wn ^{ce} 10 iwawe r sh={=f} =f hry iwawe '2'* indem es zehn heilige Tiere gibt, – ‚Hund‘, welches {er} `er` oben geschrieben hat: 'Zwei' Hunde [.....]
- 28 *hwš r.dd=f p3y=f w3h p3 i.ir di hwš* Beleidigung/Mißhandlung, welche er gesagt hat? Seine Erklärung: Derjenige, der Mißhandlung veranlaßt hat [.....]

Kol. 3

x+1 *ⲧ* [...]

[...]

ca. 4 cm tiefer



x+y+2 -	<i>'i[h(?) ...]</i>	'Wa' [s(?) ...]
x+y+3	<i>iw [...]</i>	... [...]
x+y+4	<i>'n s.hm.t(?) [...]</i>	'einer Frau' (?) [...]
x+y+5	<i>'ky' [...]</i>	'anderer' [...]
x+y+6	<i>ih [...]</i>	Was [...]
x+y+7	<i>'hr' [...]</i>	'pflegt' [...]
x+y+8	<i>'i.ir' (?) [...]</i>	'... ' [...]
x+y+9	<i>'hpr' (?) [...]</i>	'geschieht' / 'weil' (?) [...]
x+y+10	<i>ih [...]</i>	Was [...]
x+y+11	<i>bw(?) [...]</i>	nicht (?) [...]
x+y+12	<i>di(?) 'p3' [...]</i>	gibt (?) 'den' (?) [...]
x+y+13	<i>'... ' [...]</i>	'... ' [...]

Kol. 1:

- x+7: Sichtbar sind noch Spuren eines hohen Zeichens, das vielleicht *sn* sein könnte.
- x+14: Nach dieser Zeile sind zunächst überhaupt keine Tuschereste mehr zu erkennen. Ob das auf Abrieb beruht oder die Zeilen hier kürzer waren, ist nicht genau zu erkennen.
- x+y+15: Die Tuschspuren sind am Original mit Mühe von den Flecken zu scheiden, die in diesem Bereich den Papyrus verdunkeln. Zudem ist hier das Schlangenzeichen vor Zeile 18 der zweiten Kolumne eingefügt.⁷²
- x+y+z+18: Das Ende der Zeile reicht weiter nach links als der Beginn der unmittelbar darüberliegenden Zeile 25 der zweiten Kolumne.
- x+y+z+20: Möglicherweise ist *sh.w* bzw. *sh=w* zu lesen


Kol. 2:

- 1: Am Anfang der Zeile ist nur noch ein kleiner senkrechter Strich zu erkennen, in dem vielleicht der Determinativstrich von *ih* zu erkennen sein könnte, vgl. Zeile 7.


Die Spuren  vor *nty iw* sind wahrscheinlich zu *w^cb* „rein sein“ zu ergänzen, vgl. die Schreibung  *w^cb* „Priester“ in pBerlin P 23757 H rto 1.x+14, die jedoch beim ersten Zeichen eine stärkere Unterlänge aufweist.




72 S. dazu den Kommentar zur Zeile unten sowie das Kapitel B. III. Beobachtungen zur Struktur.

Das Zeichen vor *w^cb*(?) scheint für *di* etwas zu gerade zu sein, doch ist mir keine andere Lesung möglich. Da davor noch relativ viel Platz ist, bietet sich die Ergänzung des Negativverbs *tm* an. Der folgende Relativsatz kann wohl nur futurisch als *nty iw 'pr-c3^f.w.s3' [(r) ir=f]* „welches [der Pharaon^{L.H.G.}] [tun wird]“ verstanden werden. Der Zusammenhang erfordert, daß in der Lücke noch ein pluralisches Substantiv als präpositionales Objekt ergänzt wird, auf das dann mit dem abhängigen Pronomen *-st* Bezug genommen wird. Nach Zeile 3 muß es sich dabei um den Begriff *htp.w n qs(t)* handeln. Wenn die Ergänzung von *tm* am Anfang der Zeile korrekt ist, dann muß entsprechend noch eine Negation ergänzt werden. Aus Platzgründen ist [... *r tm di*] *p3 nty iw=w (di)-st-n=f* ² *di-st (r-)db3 hd* am wahrscheinlichsten.

Die Haplographie  für *di-st*⁷³ kommt in diesem Text noch häufiger vor.⁷⁴

iw=w scheint im letzten Strich etwas verwischt oder verbessert; bei Vergleich mit Zeile 2 ist die Lesung jedoch recht sicher.


- 2: Offenbar unterscheidet der Schreiber hier zwischen (*di*)-*st*  (Zeile 1 Ende) und normalem *-st*

 (hier in Zeile 2 nach ausführlichem *di*), das mit einem zusätzlichen Punkt geschrieben wird. Diese Differenzierung ist jedoch nicht konsequent durchgehalten, da in pBerlin P 23757 E rto 2.9 *-st*  und in pBerlin P 23757 I x+14 (*di*)-*st*  geschrieben wird.

gr steht hier für *ky*.⁷⁵

p3y=f w3h „seine Erklärung“ leitet hier und im Folgenden noch häufig⁷⁶ die Antwort ein. *w3h* „erklären, deuten“ kommt vom alten *wh^c* „lösen, erklären“⁷⁷, fällt aber mit *w3h* „Antwort“⁷⁸ zusammen. Häufig ist dieses Wort im Zusammenhang mit der Deutung von Orakeln oder Träumen, so mehrfach im *Archiv des Hor*.⁷⁹ Ray führt als weiteres Beispiel eine Stelle in dem unpublizierten Papyrus pBM 10237 an und verweist auf koptisch *περσοειρρακοϋ* „Traumdeuter“.⁸⁰

Die Ergänzung *htp [n qs(t)]* erfolgt nach Zeile 3. Zur Übersetzung als „Grabstelle(?)“ vgl. den inhaltlichen Kommentar unten.

p3y ist das Demonstrativum und nicht die Kopula, welche sonst immer mit einem langen steilen Abstrich  geschrieben wird.

- 3: *qs(t)* „Begräbnis“ ist hier wie in Zeile 22 mit dem Fleischzeichen determiniert, das jedoch bei *qs* „begraben“ am Ende von Zeile 3 sowie in Zeile 5 fehlt. Eine entsprechende Schreibung findet sich nicht im *DemGl* – sie könnte durch eine Vermischung mit *qs* „Knochen“⁸¹ beeinflusst sein. Möglicherweise unterscheidet der Schreiber so zwischen dem Substantiv *qs(t)* und dem Verb *qs*. Die Spuren nach (*di*)-*st* sind so gering, daß verschiedene Möglichkeiten der Ergänzung denkbar sind. Parallel zu Zeile 2 ist *nty iw=w (di)-st '(r-)db3' [hd n gr rmt ...]* am wahrscheinlichsten. Da durch *i.ir* ganz am Anfang der Zeile eine Kennzeichnung als Zweites Tempus erfolgt, handelt es sich möglicherweise um die Protasis eines Konditionalsatzes, dessen Apodosis in Zeile 4 folgt.⁸²

73 Johnson, *'Onkhseshonay*, 36, §48.

74 Siehe das Glossar.

75 *DemGl*, 583. Spiegelberg, *Grammatik*, 186, §417; 188 §421. Siehe auch den Kommentar zu pBerlin P 23757 H rto 1.x+15.

76 Zur Struktur der einzelnen Abschnitte siehe das Kapitel B. III. Beobachtungen zur Struktur.

77 *Wb* I, 348.

78 *DemGl*, 77.

79 Publiziert von Ray, *Hor*; vgl. z.B. Text 9 vso 7; Text 14, vso 8 und Text 20.7.

80 Ray, *Hor*, 45 Anm. q. Vgl. Crum, *CD*, 302 b.

81 *DemGl*, 548.

82 Zu einer möglichen Ergänzung siehe den inhaltlichen Kommentar zur Stelle unten.

Fragment of a papyrus scroll with several lines of handwritten text in an ancient script, likely Demotic or Hieroglyphic. The text is partially obscured by a large tear in the paper.

Fragment of a papyrus scroll with several lines of handwritten text in an ancient script, likely Demotic or Hieroglyphic. The text is partially obscured by a large tear in the paper.

Fragment of a papyrus scroll with several lines of handwritten text in an ancient script, likely Demotic or Hieroglyphic. The text is partially obscured by a large tear in the paper.

ten haben bzw. (wie J. Assmann) eine absichtsvolle Vermeidung der Verschriftlichung von Gesetzen in Ägypten postulieren.

Die von der Bearbeiterin angekündigte Neu- bzw. Erstbearbeitung der „Zivilprozeßordnung“ ist inzwischen erschienen, s. S.L. Lippert, Die sogenannte Zivilprozeßordnung. Weitere Fragmente der ägyptischen Gesetzessammlung, JJP 33 (2003), S. 91-135; darüber hinaus auch die Publikation einiger kleinerer Fragmente in S.L. Lippert, Fragmente demotischer juristischer Bücher (P.Berlin 23890 a-b, d-g rto und P.Carlsberg 628), in: F. Hoffmann, H.J. Thissen (Hrsg.), Res severa verum gaudium (Leuven/Paris/Dudley, MA 2004), S. 389-405, Taf. XXX-XXXI. Ebenso zu beachten ist ihre neue Zusammenstellung der Quellen in: S.L. Lippert, A.II. Gesetze, Rechtsbücher und Erlasse: Ägypten, in: Der Neue Pauly 16 (Stuttgart/Weimar 2003), Sp. 290-299.

Bei der editio princeps eines solch schwierigen und schlecht erhaltenen Textes kann es nicht verwundern, wenn an einigen Stellen noch Raum für Nachfragen und abweichende Auffassungen bleibt. Eigentlich sollte man eher hervorheben, an wie wenig Stellen der Rezensent eine substantiell andere Auffassung vom Text hat.

A, 2,6: Statt $p\beta$ hrw Wsir dürfte eher $p\beta$ -R^C Wsir „Re und Osiris“ zu lesen sein, auch in C, 1, x+7 würde der Rezensent eher $p\beta$ -R^C lesen, was dort im Kontext der Zeitrechnung eindeutig sinnvoll ist. Des weiteren ist diese Korrektur auch in Fr. 1, 4 angebracht, wo das nunmehr etablierte $ir.t$ n $p\beta$ -R^C „Auge des Sonnengottes“ wohl im Zusammenhang damit zu verstehen ist, daß die Bruchteile des Getreidescheffels als Bestandteile des Gottesauges verstanden wurden.⁴ In allen drei Fällen ist der letzte Strich der Gruppe deutlich nicht der einfache Ideogrammsstrich, sondern das Götterdeterminativ.

A, 2, 25f.: Der Rezensent zweifelt an der Lesung *l* und der Interpretation als Vorläufer von koptischem $\lambda\lambda\lambda\gamma$ „irgend ein“. Statt dessen sei vorgeschlagen, in 2, 25 zunächst statt des angeblichen ^cc vielmehr hft „Feind“ zu lesen. Die Zeichenführung ist vom eindeutigen ^cc_e in 2, 27 doch im hinteren Teil spürbar unterschieden, eine gleichartige Gruppe von *h* über *f* findet sich auch im P.Harkness 2,35 in $hft.w$ „Feinde“⁵ sowie 3, 33 u.ö. in hft „Dromos“.⁶ In der wie *l* aussehenden Zeichenform ist dann das Determinativ des sterbenden Mannes zu erkennen, das hier für sich allein auch als Ideogramm $hfti$ „Feind“ zu lesen ist. Zu verstehen ist also an der betreffenden Stelle „Wenn ein Mann den ‚Feind‘ einer Katze etc. mißhandelt.“ Dabei ist das Wort „Feind“, wie es auch sonst im Demotischen (und bereits im älteren Ägyptisch) bekannt ist, als Umschreibung gebraucht, wenn einer positiv bewerteten Gestalt etwas Negatives widerfährt.⁷

B, x+11: Statt r $\check{c}\beta i$ bt würde der Rezensent eher r $n\check{h}h$ lesen und in Anlehnung an Formulierungen in abnormal-hieratischen Urkunden die Ergänzung iw bw - irj [= w ch c n] $ms.w(t)$ r $n\check{h}h$ „indem [sie] niemals [aufhören], Zinsen zu tragen“ vorschlagen.

F, 1, 3: Die Konstruktion $\check{s}sp$ $n=f$ dürfte präziser als „empfangen von ihm“, nicht „annehmen für ihn“ zu verstehen sein.

F, 1, 4: Der Satz iw bn . iw st mti . w r $p\beta y=f$ hrw h $c\beta$ in ist korrekt als „indem sie nicht mit seiner letzten Aussage übereinstimmen“ zu übersetzen. Angesichts des Fehlens eines alphabetisch ausgeschriebenen r ist das Verb sicher als mti „übereinstimmen“, nicht als mtr „Zeuge sein“ zu erkennen. Allerdings muß man der Bearbeiterin zugute halten, daß

⁴ Explizit angesprochen ist die Verbindung von Getreidemaß und Auge des Sonnengottes etwa Amenemope 18,23.

⁵ Bei M. Smith, The Mortuary Texts of Papyrus BM 10507 (London 1987), S. 48 als $mwj.w$ verlesen, die Parallele im pBM 10507 9, 21 hat eindeutig $hft.w$.

⁶ Bei M. Smith, Enchoria 18 (1991), S. 103f. sind die Lesungen mrt oder lth in Erwägung gezogen worden.

⁷ Vgl. dazu zuletzt G. Vittmann, Der demotische Papyrus Rylands 9, ÄAT 38 (Wiesbaden 1998), S. 509f.

XVIII. A property or an entity? – Monasteries under the sway of imperial legislation

1) Sales of a monastic dwelling in Labla in *P. Dubl. 32* (7 September 512) & *P. Dubl. 33* (9 July 513):

a) *P. Dubl. 32, ll. 2–5*: ὁμολογεῖ Εὐλόγιος μονάζων ποτὲ μὲν Μελιτιανός, νῦν δὲ ὀρθόδοξος, υἱὸς Ἰωσήφ, πρόην μὲν οἰκῶν ἐν τῷ ὄρει τῷ καλουμένῳ Λάβλα τῆς Ἀρσινοειτικῆς ἐν[ο]ρίας, τὸ γῦν δὲ τὴν οἰκησιν ποιούμε[ος] ἐν τῷ μοναστηρίῳ καλοῦ/μένῳ Μικροῦ Ψυῶν προαστίων τῆς αὐτῆς Ἀρσινοειτῶν πόλεως, ἔκουσία καὶ αὐθαιρέτω καὶ ἀμετανοήτῳ γνώμῃ πεπρακέναι καὶ καταγεγραφεκέναι πρὸς πᾶσαν δεσποτίαν ἀπὸ τοῦ νῦν ἐπὶ τὸν ἐξῆς ἅπαντα χρόνον Ποῦσι πρεσβυτέρῳ Μελιτιανῷ υἱῷ Α... (...) ἐν τῷ εἰρημένῳ ὄρει τῷ καλουμένῳ Λάβλα, μοναστήριον ἐξ ὀλοκλήρου, ὅσων δ' ἂν ἔστιν κελλίων (...).

Eulogius, once a Melitian monk, now orthodox, son of Joseph, formerly living in the monastery called Labla of the Arsinoite district, but now establishing his residence in the monastery called Mikrou Psuon in the outskirts of the same city of Arsinoe, acknowledges that he has, with free, independent and fixed will, sold and conveyed into complete ownership from the present for all succeeding time, to Pousis, the Melitian priest, son of A... (...) in the said monastery called Labla, a monastery/cell in its entirety, however many rooms it is (...) [trans. M.W.; cf. trans. by B. McGing, 'Melitian Monks at Labla', *Tyche* 5 (1990), pp. 67–91]

[Analogous opening of the acknowledgement of sale of the same monastic cell, but this time to Parnouthios, son of Isaac, and Ioulios, son of Aranthios, both Melitian monks in *P. Dubl. 33, ll. 2–6*]

b) *P. Dubl. 32, ll. 9–11*: καὶ παντὶ δικαίῳ αὐτοῦ |10 ἀπ' ἐδάφους μέχρι παντὸς ὕψους, ὡς προγέγραπται, καὶ ἐξουσίαν ἔχειν διοικεῖν, οἰκονομεῖν, ἐπιτελεῖν περὶ αὐτοῦ, βελτιοῦν, φιλοκαλεῖν, καθελεῖν, ἀνοικοδομεῖν, μετασχηματίζειν, ἐν οἷα βούλεται ὄψει καὶ διαθέσει, εἰς κληρονόμους καὶ διαδόχους παραπέμπειν, |11 ἐκποιεῖν ἑτέροις καὶ ἀποχαρίζεσθαι καθ' ὃν βούλεται τρόπον, ἀνεπικωλύτως.

henceforth the purchaser Pousis possesses and owns the same sale he has purchased in its entirety, however many rooms it is, and the courtyard (?) in front of the rooms, and with all its rights from the ground to the very top, as stated above; and have the authority to inhabit, manage, dispose of it, improve it, repair it, tear it down, rebuild it, redesign it, in whatever appearance and condition he wishes; hand it over to his heirs and successors, present it to the others or give it as a gift, in the manner he wishes and without hindrance. [trans. after B. McGing]

c) *P. Dubl. 33, ll. 10–13*: πρὸς τῷ ἀπὸ τοῦ νῦν τοὺς πριαμένους Παπνούθιον καὶ Ἰούλιον κρατεῖν καὶ |11 κυριεύειν ἐξ ἴσου μέρους ἡμίσεως τοῦ αὐτοῦ καὶ ἐώνηται μοναστηρίου ἐξ ὀλοκλήρου, ὅσων δ' ἂν ἔστιν μενημάτων, καὶ παντὶ δικαίῳ αὐτοῦ ἀπ' ἐδάφους μέχρι παντὸς ὕψους, ὡς προγέγραπται, καὶ ἐξουσίαν ἔχειν |12 διοικεῖν, οἰκονομεῖν, ἐπιτελεῖν περὶ αὐτοῦ, βελτιοῦν, φιλοκαλεῖν, καθελεῖν, ἀνοικοδομεῖν, μετασχηματίζειν, ἐν οἷα βούλονται ὄψει καὶ διαθέσει, εἰς κληρονόμους καὶ διαδόχους παραπέμπειν, ἑτέροις ἐκποιεῖν |13 καὶ ἀποχαρίζεσθαι καθ' ὃν βούλονται τρόπον, ἀνεπικωλύτως.

henceforth the purchasers Parnouthios and Ioulios possess and own in equal half-shares the same cell they have purchased in its entirety, however many rooms it is, and with all its rights from the ground to the very top, as stated above; and that they have authority to inhabit, manage, dispose of it, improve it, repair it, tear it down, rebuild it, redesign it, in whatever condition appearance and condition they wish, hand it on to their heir and successors, present it to others, give it away as gift, in the manner they wish and without hindrance. [trans. after B. McGing]

[cf. also *P. Dubl. 32–33* in lines 6–7 where the limits of the cell and its location are included (the similarity of the descriptions in both documents makes it possible to conclude that we are definitely dealing with the same object of sale); see also *P. Dubl. 34* for the settlement of claims revealing the real purpose of previous documents]

2) *P. Oxy. XVI 1890* & *P. Duk. inv. 728*

a) *Serena eugenestate* leases out a milling bakery, *P. Oxy. XVI 1890, ll. 2–9*:

Αὐρήλιοι Ἀφρουᾶς ὁ καὶ Καταμίνας υἱὸς Πιρῶτος μη[τ]ρὸς Ὀλυμπιανῆς καὶ ὁ τοῦτου υἱὸς Ἀβραάμ ἐκ μητρὸς Ἠραΐδος ἀμφοτέροι ὁρμώμενοι ἀπὸ ταύτης τῆς λαμπρᾶς Ὀξυρυγχιτῶν πόλεως, (...) εὐγενεστάτῃ Σερίνῃ θυγατρὶ τοῦ τῆς μακαρίας μνήμης Πέτρου ἀπὸ τῆς αὐτῆς πόλεως χαίρειν. ὁμολογοῦμεν ἐξ ἀλληλεγγύης ἔκουσίως καὶ αὐθαιρέτως μεμισθῶσθαι παρὰ τῆς σῆς εὐγενείας ἀπὸ τῆς σήμερον |5 (...) τὸ δ[ι]αφέρον αὐτῆ μυλοκριβάνιον διακεῖμενον ἐν τῷ λιβικῷ ὄρει ταύτης τῆς πόλεως ἐν τῷ μ[ο]ναστηρίῳ τῷ καλουμένῳ ἀββᾶ Κοπρεοῦτ[ος] τῷ διαφέροντι τῆ σῆ εὐγενεία

καὶ περιελθόντι εἰς αὐτὴν ἐκ παραχωρήσεως Κοπρεοῦτος τοῦ εὐλαβεστάτου μονάζοντος, ἐν ᾧ ἔστιν κλίβανοι τρεῖς καὶ μιλῶνες δύο καὶ λίθος σιτοκοπικὸς σὺν θυεῖη καὶ λίθος ἀλετικὸς σὺν θυεῖη καὶ [τ]ᾶ ἄλλα πάντα χωρή[μ]ατα καὶ χρηστήρι[α] ἦτοι δικαίωματα τὰ ἀνήκοντα τῷ αὐτῷ κλιβανίῳ (...)

Aurelius Apphouas alias Kataminas, son of Pieous, from the mother Olympiane, and his son Abraham from the mother Herais, both hailing from this splendid city of Oxyrynchus, (...) to most noble Serena, daughter of the blessed memory Petros, from the same city, greetings. We acknowledge that we, on mutual surety, have willingly and voluntarily leased from your nobility, starting from this day, (...) belonging to Her (i.e. nobility) milling bakery located in the western oros of this city, in the monastery called Abba Kopreous, belonging to your nobility and having come to Her (i.e. nobility) through the cession of Kopreous, the most reverent monk, in which there are three ovens, two mills, a wheat-grinding stone with a millstone and a barley-grinding stone with a millstone, and all other rooms and utterances, namely all the rights belonging to the same bakery (...). [trans. M.W.]

b) P. Duk. inv. 728, ll. 1–15:

1 [– –] traces [...] . . . [ca. 5 μετὰ τὴν] ἐμὴν τελευτὴν κρατεῖν καὶ κυριεύειν καὶ δεσπόζειν διὰ παντὸς τοῦ αὐτοῦ τρίτου μέρους μοναστηρίου ὀλοκλήρου μετὰ παντὸς αὐτοῦ τοῦ δικαίου καθὼς προγέγραπται καὶ χρῆσθαι σε καὶ οἰκονομεῖν καὶ διοικεῖν <v> καὶ οἰκεῖν καὶ ἀνωκοδομεῖν καὶ ἐκμισθῶν καὶ νέμεσθε ἐντεῦθεν ἤδη καὶ πάντα πράττειν καὶ ποιεῖν περὶ αὐτοῦ καθ' ὃν ἐὰν αἰρήσῃ τρόπον ἀκωλύτως καὶ ἀνεγκλήτῳ. 5 [5 μετὰ τὴν ἐμὴν τελευτὴν καὶ παραπέμψαι εἰς τε υἱοὺς καὶ ἐγγόνους καὶ ἐξῆς μεταπαραλημψομένους κληρονόμους καὶ διαδόχους καὶ διακατόχους εἰς τὸν ἅπαντα χρόνον μετὰ τὴν ἐμὴν τελευτὴν καὶ μὴ ἀντιποιήσασθαι μηδ' ἄλλον τινὰ ὑπὲρ ἐμοῦ μήθ' υἱοῦς μήτε κληρονόμους μήτε διαδόχους μήτε διακατόχους τούτου τρόπῳ μηδενὶ παρευρέσει μηδεμιᾶ ἀλλὰ καὶ βεβαιώσεται <v> μέ σοι ταύτην τὴν δωρεὰν πάση βεβαιώσεται ἀπὸ παντὸς διὰ παντὸς ἀπαξᾶπλῶς τοῦ ἀντιποιησομ[έ]- νου ἢ ἐπελευσομένου σοι περὶ τούτου ἢ μέρους τούτου καθ' ὄνητοποῦν τρόπον διὰ παντὸς ἐπάναγκες μέντοι γε |10 (...).

(I agree ... that after) my death you possess, have authority and are master forever over the same third part of the whole monastery with every right over it, as has been set forth, and that you use it and manage it and administer it and inhabit it and repair it and lease it and enjoy it henceforth from this time, and that you act and deal with everything concerning it according to whatever manner you choose, unhindered and without accusation |5 after my death, and that you convey it to sons and descendants and subsequently inheriting heirs, successors and possessors for all time after my death, and that neither I nor anyone else on my behalf, whether sons, heirs, successors, or possessors will lay claim to this in any way, under any pretext; but that I guarantee this gift to you with every guarantee forever compulsorily from every person who shall make any claim or take proceedings against you regarding this or a part thereof in any way whatsoever forever. |10 (...). [trans. after J. R. Combs & J. G. Miller, 'A Marriage-Gift of Part of a Monastery from Byzantine Egypt', *BASP* 48 (2011), pp. 79–88]

3) The monastery of Apa Phoibammon in Jeme and the testaments of its priors:

P. Lond. I 77 (= P. Mon. Phoib. Test. 1), ll. 18–40:

† Βίκτορα τὸν εὐλαβεστάτον πρεσβύτερον καὶ μαθητὴν μου ὑπεισιέναι εἰς τὴν καταλειφθησομένην ὑπ' ἐμοῦ παντοίαν μετρίαν ὑπόστασιν καὶ κληρονομεῖν |20 με κινήτην τε καὶ ἀκίνητον καὶ αὐτοκίνητον ἐν παντὶ εἶδει καὶ γένει καὶ ποιότητι καὶ ποσότητι, ἐν τε χρυσῷ καὶ ἀργύρῳ καὶ ἐσθήσεσι καὶ χαλκώμασι καὶ ἱματίοις καὶ γραμματεῖσι καὶ οἰκοπέδοις καὶ ψιλοῖς τόποις καὶ αὐλαῖς καὶ πᾶσιν, ἀπαξᾶπλῶς ἀπὸ τιμίου εἶδους ἕως ἐλαχίστου καὶ πλέθρου γῆς καὶ ἄσσαριου ἐνόσ καὶ ὄβολου καὶ τοῦ τυχόντος ὄστρακίνου καὶ ξυλίνου καὶ λιθίνου σκεύους πρὸς τὴν αὐτὴν καταλειφθησομένην ὑπ' ἐμοῦ παντοίαν μετριάκην ὑπαρξίν κἂν ἀπὸ κληρονομίας |25 τῶν ἀποικομένων μου κἂν ἀπὸ ἰδίων <πόνων> μου καὶ ἰδρώτων καὶ ἀπὸ ἀγορασίας καὶ χαρίσματος καὶ ἑτερασδηποτοῦν ἐπινοίας ἐγγράφως ἢ ἀγράφως. vacat Οὐ μὴν δὲ ἀλλὰ καὶ τὸ ὑπ' ἐμὲ ἅγιον τόπιον τοῦ ἀγίου ἀθλοφόρου μάρτυρος ἀββᾶ Φοιβάμμωνος τοῦ διακειμένου κατὰ τοῦ προρηθέντος θείου ὄρους Μεμονόνων, ὡσαύτως τὴν ἀδιάλειπτον δεσποτείαν παρεθέμην σοι μετὰ τῆς αὐτοῦ σεπτῆς ὕλης ἀπὸ εὐτελοῦς εἶδους ἕως πολυτελοῦς καὶ ἀνθράκως, vacat ἐφ' ᾧ σε τὸν προμνημονευθέντ[α] |30 † Βίκτορα τὸν θεοφιλέστατον πρεσβύτερον καὶ μονάζοντα τὸν ἐμὸν μαθητὴν μετὰ τὴν ἐμὴν ἀπο-κοίμησιν εὐθὺ καὶ παραχρῆμα ὑπεισιέναι εἰς τὴν ὑπ' ἐμοῦ καταλειφθησομένην μετριάκην ὑπαρξίν <καὶ> ἐπικρατεῖν καὶ κυριεύειν καὶ δεσπόζειν πάντων τῶν καταλειφθησομένων ὑπ' ἐμοῦ παντοίων πραγμάτων ἀπὸ μικροῦ εἶδους ἕως ἐλαχίστου καὶ πλέθρου γῆς καὶ ἄσσαριου ἐνόσ καὶ ὄβολου καὶ τοῦ τυχόντος ὄστρακίνου καὶ ξυλίνου καὶ λιθίνου σκεύους ἔτι μὴν καὶ τοῦ εὐαγοῦς εὐκτηρίου μετὰ καὶ τῆς αὐτοῦ σεπτῆς ὕλης ἀπὸ εὐτελοῦς εἶδους ἕως πολυτελοῦς καθὰ καὶ ὁ προλαβὼν ἐσαφήνισεν ὁ ἔπος vacat κτᾶσθαι διοικεῖν οἰκονομεῖν φιλοκαλεῖν οἰκεῖν οἰκοδομεῖν νέμεσθαι ἐκμισθῶν πωλεῖν παραχωρεῖν ἀντικαλλάτ[τ]ειν δωρεῖσθαι χαρίσασθαι ἀποχαρίσασθαι καὶ πάντα περὶ αὐτῶν πράττειν κυρίως καὶ ἀνεπικωλύτως καὶ ἐξ αὐτῶν ἐξωδιάζειν εἰς τὴν διοίκησιν τοῦ εἰρημένου εὐαγοῦς τόπου καὶ χορηγίαν τῶν παρερχομένων πενήτων διὰ τὸ οὕτω μοι δεδόχθαι |40 καὶ εὐδοκηκέναι καὶ ἐληλυθέναι εὐχαριστῶν εἰς τὴν παρούσαν πληρεστάτην διαθηκημαίαν ἀσφάλειαν, (...)

+ Victor, prêtre très pieux et mien disciple, tu entres en possession de l'ensemble de la modeste fortune léguée par moi et que tu sois mon héritier |20 pour le mobilier, l'immobilier et le bétail, de toute forme et de toute sorte, de toute qualité et quantité, or, argent, vêtements, bronze, habits, créances, terrains bâtis et terrains nus, cours, en un mot tout depuis le plus précieux objet jusqu'au plus modeste, ne serait-ce qu'un *plethron* de terre, un *assarion*, une obole ou n'importe quel objet en terre cuite, en bois ou en pierre, ce qui aboutit à constituer l'ensemble de la même modeste propriété léguée par moi, que je l'aie (obtenue) par héritage |25 des défunts, ou par mes propres efforts, ou par achat, ou par donation, ou par n'importe quel autre moyen, par écrit ou non. Et par ailleurs, concernant le saint petit *topos*, dirigé par moi, du saint martyr victorieux apa Phoibammôn qui gît dans la susdite divine montagne des Memnonia, j'ai établi pour toi de la même manière la propriété perpétuelle ainsi que pour son vénérable équipement, du plus humble au plus coûteux objet, et jusqu'aux pierres précieuses, dans des conditions telles que toi, le susmentionné |30 + Victor, prêtre très pieux, moine et mien disciple, après que je me serai endormi, tu entres aussitôt et immédiatement en possession de la modeste propriété qui sera léguée par moi, que tu sois possesseur, propriétaire et maître de l'ensemble des biens qui seront légués par moi, depuis le plus petit objet jusqu'au plus insignifiant, ne serait-ce qu'un *plethron* de terre, un *assarion*, une obole ou n'importe quel objet en terre cuite, en bois ou en pierre, et encore le saint oratoire |35 ainsi que son vénérable équipement, du plus humble au plus coûteux objet, comme le développement précédent l'a expliqué, que tu le possèdes, le gères, l'administres, l'entretiennes, y habites, y fasses faire des constructions, l'exploites, le loues, le vendes, le cèdes, l'échanges, en fasses donation, gratification, présent, et que tu fasses tout concernant ces biens souverainement et sans entrave, et que tu paies grâce à eux pour la gestion dudit saint *topos* et la prise en charge des pauvres qui se présenteront, parce que je l'ai décidé ainsi, |40 que j'en suis satisfait et que je suis arrivé content à la présente garantie testamentaire complète. [trans. after E. Garel]

Cf. also further wills of priors of the Apa Phoibammôn monastery P. KRU 77 + Inv. Sorb. 2680 (= P. Mon. Phoib. Test. 2); P. Lyon, Pl. III-1-3 (= P. Mon. Phoib. Test. 3); P. KRU 65 = P. Mon. Phoib. Test. 4).

Cf. also P. KRU 75, ll. 80–83 (for similar scope of rights re. transfer of ownership).

4) The monastery of Apa Epiphanius, P. KRU 75:

a) ll. 26–29: εφωδανωκ δε εβολ ενεφω βμ | βομ ερ νεφκατασαρζ νχοεις επιτοπος αλλα εφναωινε νσα ογρεφ|ρ ζοτε μμονοχος νφ† πμα ετοοτ ετι εφονζ προς θε ενταιωορπ | ςζαι αγω κατα πογεζ σαζνε ννδιαθηκη νννοβ νρωμε.

s'il meurt, il ne pourra pas faire de ses (parents) par la chair les propriétaires de ce *topos*, mais il cherchera un moine pieux et il lui remettra le lieu de son vivant, comme je l'ai déjà écrit et conformément aux ordres donnés par les testaments des grands hommes [trans. after E. Garel]

5) P. KRU 105 & the confirmation of the rights towards the land:

For the new edition of Coptic text see: E. Garel, *Héritage et transmission dans le monachisme égyptien. Les testaments des supérieurs du topos de Saint-Phoibammôn à Thèbes* [= *Bibliothèque d'Études Coptes* 27], Cairo 2020, pp. 281–282.

P. KRU 10, ll. 1–10:[+/-15] ΝΕΤΝΗΓ ΜΝΝCΩΤΝ ΖΙΤΜ ΠΟΓΩΩ ΜΠΝΟΥΤΕ ΜΝ ΠΩΤΝ ΚΑΤΑ_ΠΕΙΤΕCΩΗ ΕΤΒΕ ΧΕ ΝΤΩΤΝ ΕΤΩ ΜΠΧΟΙC ΜΠΤΟΠΟC ΤΗΡΦ ΝΑΠΑ ΦΟΙΒΑΜΩΝ ΕΤΡΕΤΕΤΝΟΥΓΩΖ ΝΖΗΤΦΝΤΕΝΚΩΤ Η Ν- |5 ΤΕΝΩΟΡΩΡ Η ΝΤΕΤΝΩΩΠ ΡΩΜΕ ΕΡΩΤΝ ΝΖΗΤΦ ΖΝ ΟΥΟΝ ΝΙΜ ΕΦΝΑΜΟΩΕ ΖΝ ΤΖΟΤΕ ΜΠΝΟΥΤΕ ΜΠΕΟΓΟΕΙΩ ΤΗΡΦ ΜΠΕΤΝΩΝΖ ΜΝ ΠΕΤΕΤΝΝΑΤΟΩΦ ΕΠΤΟΠΟC ΜΝΝCΩΤΜ ΝΦΔΙΑΚΟΝΕΙ ΖΩΦ ΕΡΖΩΒ ΝΤΑΓΑΠΕ ΝΝΖΗΚΕ ΧΕ ΕΝΕΛΑΓΕ ΝΡΩΜΕ ΒΜ ΒΟΜ |10 ΝΤΑΦΤΟΛΜΑ ΕΦΑΑΦ ΝΚΛ.....[+/-18]

[...] car c'est vous qui êtes propriétaires de tout le *topos* d'apa Phoibammôn, afin que vous l'habitiez, que vous le construisiez ou que |5 vous le détruisiez, ou que vous y preniez des hommes auprès de vous, parmi tous ceux qui iront dans la crainte de Dieu, à tout moment de votre vie et de la vie de celui que vous assignerez au *topos* après vous pour qu'il régie à son tour la charge des aumônes aux pauvres ; afin que personne ne puisse [...] [trans. after E. Garel]

6) P. Cair. Masp. I 67096 & the return of the cells to the monastic community:

[† (...)] |15 πρώην κατ' ἔγγρ[α]φον ὑποθηκιαίαν ἀσφάλειαν, δύο ἀστάθμ(ων) [ν]ομισμάτων ἐγγ(ύη), ὑπ[έ]θετόμοι [π]ερ[ι]ώ[ν] ὁ] μακαρίτης Φοιβ[ά]μμ(ων) [ὁ ἀδ]ελφός σου τοῦ προγε[γ]ραμμένου Ἐνώ[χ], οἰκο[νο]μῶν τότε κ(αὶ) αὐτῶ[ς] [τ]ήν] ἁγίαν διακονίαν, [κ]ελλίον ἦτοι σεμνί[ον] [μονα]χικὸν ἀπλοῦν [ἀ]σκητη[ριον]? - ca.5 -] τ[ι]σαι ρ[. . .] ὑμ[ετέρου] κελλίου [κ]αλ[ου]μένῳ |20 [Μου]σαίου [.] κυ[. . .] σαι [δ]ιαφ[έροντος] . . .] τῆ ὑφ' ἡμᾶς [ἀ]γιοτάτ[η] διακονία, ὡς καὶ τοῦτο διαφέρον αὐτῆ ἠνεωγμένον καὶ ἐπ' ἀπηλειώτην (l. ἀπηλιώτην), ἐλθὼν εἰ[ς] τὴν α[ὐ]τῆν διακονίαν κατὰ δ[ι]κ[αί]αν δωρεᾶν παρὰ τοῦ μακαρίτου Μουσαίου ἀπογενομένου [μον]άζοντος, ὀρ[μω]μέν[ου] πρότερον ἀπ[ὸ] κ[ώ]μης καλουμένης |25 πασβεσαντε τοῦ Ὁξυρ[υ]χίτου νομοῦ, τὰ νῦν δ[ι] αὐτοῦ τὴν οἰκισιν [ἔ]χοντος αὐτοῦ κ[ε]λλ[ί]ο[υ] ?, ἀπὸ τότε[] μέχρι ν[ῦ]ν ἡ[τ]ησα ἡμᾶς παρα-καλέσα[ς] παραχωρ[ῆ]σαι μοι τὸ ἔμπρο[σ]θεν μ[ι]κρὸν κέλλιον ἦτοι κβανω ἵνα εἰς [. . .] . τυσμον ποιήσω εἰς χρεῖαν τοῦ δομοῦσθαί τινα πεν[ι]χρ[ῶ]ν ἰτῶν/ ἐρημιτῶν ξένων

μοναχῶν τῶν |30 [κατ]ὰ και[ρ]ὸν τυχόν[των κ]αὶ ἐρχομένω/ν, βουλ[ομένω]ν διὰ τὴν [στ]έγνωσιν τῆς οἰκ[ήσε]ως οἰκῆσαι ἐν αὐτῷ, [εἰ]ς καρποφορίαν [κ]αὶ αὔ[ξη]σιν ὑ[μῶν (καὶ) π]άσης τ[ῆ]ς συνελεύσεως. καὶ ἀμφεβάλλετε/ πρὸς ἐμὲ ὡς ἐσφ[ράγ]ισται καὶ ἀποκέκλεισται τὸ/ ὄρος ἐκ παρα-δόσεως τοῦ πρωτ[ο]κτίστου. καὶ ἐκ τούτ[ο]υ ἐδυνήθη |35 δυσωπῆσαι ὑμᾶς πρὸς τὸ φανέν μοι δίκαιον ἐπὶ ταύτῃ τῇ αἰρέσει τῇ ἐξῆς [δ]ηλουμένη, δι' ἣν ὁμολογῶ ὡμνῆσαι τὸν φρικωδέστατον ὄρ[κ]ον ὥστε τοῦτο τὸ κέλλιον τὸ μέλλον κτισθῆ\ναι/ παρ' ἐμοῦ, ἔτι μὴν [καὶ] τὸ ὑποθηκμαῖον ὑπάρχον μοι τῶν δύο νομισμάτων, [μ]ετὰ τὴν ἐμὴν τελευτ[ῆ]ν ταῦτα ὁμοῦ — |40 ἀμφότερα, μετὰ [κ(αὶ) τ]ῆς ἔμπροσθεν καβάν[ης (?)], ἀναδραμεῖν κυρίως [εἰς] τὴν αὐ[τὴν] ἀγίαν διακονίαν, καθάπ[ερ] κελεύω καὶ βούλομ[αι], κατὰ π[ᾶ]σαν δίκαιαν δωρεὰν ἐπέχουσ[αν] τὸν inter vivos {εσ}ῶρον, ὥστε ταῦτ[α εἰν(?)]αὶ ἀκωλύτως καὶ ἀνεμποδίστως ὑπ' οὐδενὸς τὸ σύνολον τῷ πρ[οει]ρημένῳ ἀγίῳ τόπ(ῳ), δεσποτικῶ δικαίῳ, (...).

† (...) Long ago, when he was still alive, the late Phoibammon, the brother of you, the aforesaid Enoch, who was also the manager then of the holy *diakonia*, mortgaged to me [i.e. Psates, M.W.] under a written mortgage security, with two unweighted solidi, a cell or else a single monastic residence, an ascetic room... of your cell named after Mousaios... belonging to the holy *diakonia* managed by you, since this also belongs to it, having an opening towards the east. This cell was vested in the said *diakonia* under a lawful donation made by the late Mousaios, the monk, upon his death, who originally came from a village called Pasbesante(?) in the Oxyrhynchite nome, and at present, he had this cell as his residence. Since then and until now, I have requested from you to grant me the above little cell or else *kavano*, so that I widen(?) it for the use of any poor visiting monk from those who might come by chance and are unable(?) to stay in it due to the narrow space of the residence, for the prosperity and growth of our entire community. And you disputed against me arguing that the monastery was closed off and not admitting (anyone) as per the bequest of its original founder. Hence, I was able to entreat you regarding my emerging right within the intention stated in the following, wherefore I agree having given a solemn oath that this cell which is going to be built by me, but also the hypothecated one for two solidi that I possess, upon my death, both of them, together with the aforementioned *kavano*, will lawfully revert to the holy *diakonia*, as I command and wish, in accordance with any lawful donation in the manner of the *inter vivos* rule, so that the aforementioned holy place possesses it without any hindrance or restrictions posed by anyone, under the legal right of ownership, (...). [trans. W. Tokarski within 'Law in Social Networks' project]

XIX. Possible ‘Romanisms’ in Loan Contracts from mid fourth-century Kellis in the Dakhla Oasis

Romanization Again

After the formation of the Roman empire, a process largely concluded by the end of the first century BCE, most those subjected to Roman sway were not accorded Roman citizenship: they remained *peregrini*. Things changed two centuries later, when in 212 CE the Emperor Antoninus Pius aka Caracalla granted Roman citizenship to all non-Roman subjects. Following this act, the mass of new citizens became, as *cives Romani*, subject to the precepts of Roman law. One immediate consequence of the change is evident in the language of contracts recording transactions involving new Romans. Following the scheme of the legal document, which has already been established for centuries, scribes have entered at the end of the contract a record of the act of *stipulatio*, the performance of which has now made the terms of the contract automatically actionable in a Roman court of law. Apart from this addition, the language of the Greek contract is believed to have remained largely unaffected by the acquisition of Roman citizenship.

Yet in the long run things changed, drastically. By the time we reach the sixth century Greek legal documents from Egypt become immersed with terms in Latin, as well as Greek transliterations and translations of Latin terms. Clauses, such as that stipulating the borrower’s duty to periodically deliver the interest—which are not incorporated in Greek legal documents from Ptolemaic and early Roman Egypt but are abundantly recorded in their Latin contemporaries from the West—are regularly embedded in Greek loan contracts of the Byzantine period. Still in the context of loan contracts, Greek documents from the early Roman period give testimony of the act of loan using just one verb. Their contemporaries from the Latin west, by contrast, commonly denote the same act through a ‘doublet’, a combination of two verbs denoting the same act of lending: *accepisse et debere se dixit* (EDCS-11201148 = FIRA III 122, 162 CE, Alburnus Major). The same doublet is then introduced, in certain archival contexts, into loan contracts from fourth century Egypt and becomes predominant in the following centuries.

Another sphere of transformation is syntax. In the Byzantine period, provisions that have previously been embedded into the flow of the text paratactically—with the different clauses connected by conjunctions—are now commonly introduced, for the most part, through the semi-finals ἐπὶ τῷ and ὥστε. The anticipated activity is routinely given in the infinitive of the aorist tense. This phenomenon does not directly derive from any known earlier Roman jurisprudential or documentary text, for the simple fact that Roman jurisprudential, legislative, and documentary texts of the early Empire are predominately written in Latin, not Greek. But the jussive aorist is well attested in the sixth century in both Theophilos’ *Paraphrasis*, and in contemporary treatises that were later incorporated as scholia into the Basilika of the Byzantine Emperor Leo the VI (892 CE). But it is not only the form of the verbs but also their very identity that suggest, in Egyptian context, a Roman prototype: in the new context one now replaces the old phrasing by new terms, which are also widely attested in Jurisprudential Greek texts of the Byzantine period.

Late Antiquity witnesses surging intellectual interest in Roman law. Papyri documenting Roman jurisprudential literature constantly gain popularity as we move from the third to the sixth century CE. Yet the said texts, focusing on advanced subject-matters, were meant for a readership which has already acquired some advanced knowledge of the institutions of Roman law, not for beginners, for scribes who have so far composed documents using ‘old’ Greek text and were just getting acquainted with Roman clauses and terminology. For the latter, one would conjecture the composition of *libri formularum*, texts that would introduce Greek scribes to the new phrasing. No such text has come down to us on a Greek papyrus from Egypt. But the recurrence of some of the new features in compact archival settings may give us preliminary indication of its layout.

43: LOAN OF MONEY WITH MORTGAGE

(374 or 3877)

P. Kellis inv. P. 1 (House 3, room 6, level 1) + P. 43 (House 3, room 5, level 3). H. 25.2 x B. 6 cm. The writing runs parallel with the fibers, the verso is blank. The papyrus is folded horizontally twice and at least once vertically. It may have been broken at the left on a fold; the second and the third folding are preserved, while the fourth folding is lost (I | | II | III | IV |).

- 1 II | από [κόμης
2 I κατάμ[ένογι εν κόμη Αφ-
3 ροδίτης τοῦ] Ἀγραιοπολίτου χείρων.
4 Ὁμολογῶ ἐ[σχηκεῖν]ε καὶ δεδανείσθαι παρὰ
5 σοῦ εἰς [ἴδιαν μου κ]αὶ ἀναγκαίαν χρῆσιν
6 ἀργυρίου] ταλασί[των μυριάδα
7 I εἰς κεφαλ[αίου καὶ παρῆξω σοι ὑπὲρ
8 λόγου ἐπιχερδίας [τούτων κατὰ μήτρα ἑκάστου
9 ἀργυρίου] τελευτῶν ἢ
10 [ἴτων ἀργυρ]
11 πρὸς] τὸ πέρον η. I λογιζόμενου τοῦ χρόνου ἀπὸ μηνὸς --
12 τῆς ἐνεστῶσης ORDINAL ἡμερησίας
13 ἄχρι ἀποδόσεως τοῦ κεφαλαίου, ἃ καὶ ἀπο-
14 δῶσω χωρὶς πινος ὑπερθέσεως καὶ πάσης ἀντι-
15 λογίας ὁπῶταν [βουλήθης
16 I TRACES]
17 μυριάδας I | I
18 I γί[νεται] (ταλασί[των] (μυριάδες) δ. I
19 I ησομένω
20 τοῦ] χρόνου υποτίθε[μαι
21 I ον μέρος ἐπιβα[λλ
22 I ον ἐγγυὸς τῆς οἰκ]ίας
23 I α κατανακρὸ ἐμ[οῦ
24 ἐλθόν] εἰς ἐμὲ ἀπὸ κληρονομ[ίας τῆς ἀπογενο-
25 μένης μοῦ]ν γυναικὸς Ταύριως I
26 ἐπ' ἀ[φραλίας τῆς ἀφελ]ῆς ca. 5 τῶν προ-
27 κεμένων] ἀργυρίων σου. Τότε τὸ χειρόγραφον
28 ἐξέδομ[η] σοι πρὸς σὴν ἀσφάλειαν κύριον -πλοῦν γρα-
29 φῆν καὶ βε[βα]θαιον καὶ ἔνομον [ἐφ' ὑπογραφή]ς
30 τοῦ ὑπὲρ ἐμ[οῦ υπογράφοντος] καὶ ἐπερωτηθεῖς
31 ὠμολόγησα.
32 Ὑπατείας τοῦ] δεσπότηου ἡμῶν I
33 τοῦ αἰωνίου] Ἀνγούστου τὸ γ κ[αὶ] Φλ. τοῦ
34 λαμπροτάτου, ἡμερησίας I

- 35 Ἀπο. N.N. ὁ] προκείμενος ἐσίχον
36 I ταλάντων μυριάδα
37 I τῶν καὶ ἀποδό[σω ὡς πρόκειται].
38 Ἐγρῶσιν Α[ὐ]τῆς Πιεβῶς ἀπὸ κόμης
39 Κελλῶς οἰκ[ῶν] ἐμ[οῦ] Ἀφροδίτης κόμη
40 ἀξιοθεῖς ὑπὲρ] αὐτοῦ γράμματα μ[ὴ] εἰδῶτος.
25 ταύριος Pap. 26 ἀσφάλειας, ὀφειλῆς

"-- from the village of -- residing in the village of Aphroditē in the Antaiopolite nome, greetings. I acknowledge that I have received and borrowed from you for my private and immediate use *n* myriads(?) of silver talents -- as a principal sum and I shall provide you on account of interest for these 400 (?) silver talents -- while the term (of the loan) is calculated from the month of -- of the current *n*th indiction until the repayment of the principal sum, which I shall pay back without any protest of delay whenever you wish -- total 4 (?) myriads of talents -- I give in hypothec the *n*th part -- near the house -- opposite me -- which came to me from an inheritance of my deceased wife Tauris -- for security of the debt -- of the aforementioned money of you. I have given you this contract for your security, which is authoritative in *n* copies and guaranteed and legal with the signature of the person who is signing for me and in answer to the formal question I have agreed. In the consulate of our lord N.N. the eternal Augustus for the 3rd time and of N.N., *vir clarissimus*, indiction *n*. I, the aforementioned N.N., have received -- *n* myriads(?) of talents -- and shall pay back as written above. Aurelius Pebos from the village of Kellis, residing in the village of Aphroditē has signed for him at his request, as he does not know letters."

This badly damaged papyrus contains a loan of money which is secured by a mortgage. Among the early Byzantine papyri this type of loan (cf. the discussion by R. Taubenschlag, *Laws* 277) is apparently not very common, but a parallel case is offered by P. Lond. III 870 (p. 235; Panopolis, 4th cent.); cf. also P. Flor. III 313 (Hermopolis, 449). The structure of the text (many of the proposed restorations are only tentative) can be analyzed as follows:

II. 1-3: opening of the contract, probably according to the scheme 'A to B, χείρων', with an indication of the provenance of the parties concerned. Party 'B' (the creditor?) apparently resided in a village situated in the Antaiopolite nome. Apparently the contract was taken from Aphroditē back to Kellis. This situation may be compared with 30 [363], 32 [364], 42 [364] and 44 [382], all mentioning contract parties living in the village of Aphroditē in the Antaiopolite nome (especially 44 offers in many respects a good parallel for our text, cf. also below, II. 38ff.); on this basis we have restored the same village name here;

II. 4-7: start of the loan contract with an indication of the amount of money borrowed;

II. 8-19: indication of the interest to be paid + indication of the moment the loan will have to be repaid (cf. 44.10ff.); after specification of further provisions concerning repayment follow

II. 20-27: start of the mortgage-part of the contract + description of the object given as mortgage (some kind of immovables, e.g. a house), which came into the present owner's hands through an inheritance from his deceased wife Ταῦρις;

II. 27-31: closing lines of the contract ending with the *stipulatio*-formula.

II. 32-34: consular dating + indication; the dating formula referred to a consulate held by an emperor who was consul for the 3rd time and by a private person. When we take 382 (the date of 44) as a point of departure (cf. below ad II. 35-40), such a situation occurred 8 years earlier in 374 (Gratianus Aug. III & Fl. Equitius), 5 years later in 387 (Valentinianus Aug. III and Eutropius) or 11 years later in 393 (Theodosius Aug. III & Fl. Abundantius). In view of the space available in the lacuna to the right of I. 33 it looks more likely that one should restore between $\Phi\lambda(\sigma\sigma\iota\upsilon\sigma\iota\upsilon)$ and $\tau\omicron\upsilon\tau\omicron$ the name $\text{'}\epsilon\kappa\upsilon\tau\iota\omicron\upsilon$ (7 letters) or $\text{'}\epsilon\upsilon\tau\upsilon\omicron\pi\tau\iota\omicron\upsilon$ (9 letters), rather than $\text{'}\alpha\beta\omicron\upsilon\nu\delta\alpha\nu\tau\iota\omicron\upsilon$ (12 letters). If, however, $\Phi\lambda(\sigma\sigma\iota\upsilon\sigma\iota\upsilon)$ and $\tau\omicron\upsilon\tau\omicron$ were never written (cf. 45.24-26n.) the situation is different. The year 374 was covered partly by the 2nd, partly by the 3rd indiction, while the year 387 was covered partly by the 15th, partly by the first indiction;

II. 35-40: signature of the debtor, written in fact (II. 38-40) by his *hypographus* (Αὐρήλιος Περβῶς) who may be the same person as the one who wrote 44.23ff., Αὐρήλιος Περβῶς ; it deserves attention that in both texts Pebos apparently wrote both the corpus of the contract *and* the subscription (though in the present text there is not enough room for restoring a formula $[\acute{o}$ *καὶ* $\tau\acute{o}$ $\acute{\sigma}\acute{\omega}\mu\alpha$ $\gamma\rho\acute{\alpha}\lambda\alpha\varsigma$] after I. 40 of this text. It also deserves attention that the handwriting of 43 and 44 is not obviously identical.

I. 1-3. At the end of line 2 / start of I. 3 we have restored $\text{'}\alpha\phi\text{'}$ | $\rho\omicron\delta\acute{\epsilon}\tau\eta\varsigma$ $\tau\omicron\lambda\iota$ $\text{'}\alpha\upsilon\tau\alpha\iota\omicron\sigma\tau\omicron\lambda\iota\tau\omicron\upsilon$, but it is uncertain, that one should restore the village name in the lacuna of I. 1-2 as $\text{Κελλεῖος τοῦ Μωθίτου νομοῦ}$ / $\text{τῆς Μωθιτῶν πόλεως}$.

6. It is uncertain how many myriads of talents were borrowed; cf. I. 18 in which mention is made of 4 (?) myriads of talents (= 40,000 Tal.) in an uncertain context; comparing I. 9, in which 400 (?) Tal. are mentioned in an indication of interest one wonders whether the interest rate in this text was 1 % per month (400 Tal. = 1 % of 40,000 Tal.).

44: LOAN OF MONEY

(26.iv.382)

P. Kellis inv. P. 62.C (House 3, room 6, level 3). H. 28 x B. 17.5 cm. Margins: at the left 3, at the bottom 4, and at the top 1.5 cm. On both sides the writing runs parallel with the fibers, but the direction of the fibers in the margin at the left of the recto is vertical. Apparently, this is part of the first leaf of the original papyrus roll, the 'protocollon'; on this, see E.G. Turner, *The Terms 'recto' and 'verso': The Anatomy of the Papyrus Roll* (Brussels 1978) 20f.

- 1 Αὐρήλιος Πεκύσις Ψαῖτος[ς] Παμοῦρις μητρίδος Τηπολλῶς ἀπὸ κώμης Κελλεῖος τῆς Μωθιτῶν πόλεως τῆς Με-
 - 2 γάλης Ὀάσεως Αἰρηλίω Ἀρτωνίω ἀπὸ Τρής αὐτῆς
 - 3 κώμης τοῦ αὐτοῦ νομοῦ οἰκῶν ἐν κώμης Ἀφροδίτης
 - 4 τοῦ Ἀνταιοπολίτου Χαίρειν. Ὁμολογῶ ἐσχηκεῖναι
 - 5 καὶ δεδανῆσθαι παρὰ σοῦ εἰς ἰδίαν μου καὶ ἀναγκαίαν
 - 6 χρει[σ]αν χρυσοῦ δοκίμῃ νημιματίων ἐν κεφαλαίῳ
 - 7 γί[ν]εται χρυσοῦ νομιματίων α καὶ παρέξ[ω] σοι ὑπὲρ λόγου ἐπικερδίας
 - 8 τούτου κατὰ μῆνα ἕκαστον ἀργυρίου τάλ[αν]τα ἑξᾶκό-
 - 9 σια, γί[ν]εται τάλ[αν]τα χ, λογιζομένην τοῦ χρόνου ἀπὸ
 - 10 τοῦ ὧτος μηνί[ος] Παχῶν α τῆς [ἐ]ρεστῶσης
 - 12 ἐρίδε[κα]τῆς ἰνδικτίων ἀχρι ἀποθ[ε]σεως
 - 13 τοῦ[ι] κεφαλαίου ἀνευ πάσης[ς] ἀντιλογίας καὶ ὑπερ-
 - 14 ρίας καταχομένης ὑπὸ σφύ, ἐπὶν σε πληρώσω.
 - 15 Τὸ γράμμα τοῦτο εἰξ[ε]δόμεν[ος] σοι πρὸς ὄν ἄσφάλει-
 - 16 αν ἐφ' ὑπογράψῃς τοῦ ὑπὲρ ἐμοῦ ἱ[πογρ]άφοντος
 - 17 καὶ ἐπερωτηθεὶς ὠμολόγησα.
 - 18 Μετὰ τὴν ὑπατίαν Εὐχερίου καὶ Συ[μ]αγρίου [τ]ῶν λαμπροτάτ[ων]
 - 19 Παχῶν α.
 - 20 Αὐρήλιος Πεκύσις Ψαῖτος ὁ προκείμενος ἔσχωρ
 - 22 {τας} τὸ χρυσοῦ νομιματίων ἐν κεφαλαίῳ καὶ
 - 23 ἀποθ[ε]σεῖν σὺν τῷ τόκῳ ὡς [π]ρόκειται. [Α]ρηλίος
 - 24 Περβ[ῶς] Τηποῦτος ἀπὸ τῆς αὐτῆς κώμης οἰκῶν
 - 25 ἐν κώμῃ {ὠμη} Ἀφροδίτης ἀξίως ἐγράψα ὑπὲρ αὐ(τοῦ)
 - 26 γράμμα[τα] μη εἰδότες ὁ καὶ τὸ ὄμα γρα[μ]μάσας.
- Verso:
- 27 χειρ(όγραφο) Πεκύσις Ψαῖτος χρυσοῦ νο(μισμάτιον) α.

1 ψαῖτος[ς] Pap., Παμοῦριος 3 Ἀρτωνίω 4 οἰκοῦντι, κώμη 6 δεδανείσθαι, ἀναγκαίαν 9 τοῦτο 12 ἰνδικτίωνος Pap. 13 ἀνευ: -ν- ex -π- corr. 15 ὑπο Pap. 19 ὑπατίαν, Συαγρίου 21 ψαῖτος Pap. 27 Πεκύσιος

"Aurelius Pekysis son of Psais, the son of Pamouris, and of Tapollos, from the village of Kellis belonging to the city of the Mothites in the Great Oasis, to Aurelius Antoninus from the same village in the same nome, living in the village of Aphrodite in the Antaiopolite nome, greetings. I acknowledge that I have received and borrowed from you for my private and immediate use one *solidus* of gold in legal tender as principal sum, total 1 sol. of gold, and I shall provide you on account of interest for this six hundred talents for each month, total 600 Tal., while the term of the loan is calculated from Pachon 1 of the current month of the current eleventh indiction until the repayment of the capital without any protest or any delay, while all of my wealth of every kind is held by you (until) when I shall repay you in full. I have handed over to

you for your surety this contract as being authoritative, provided with the signature of the person who is subscribing for me, and in answer to the formal question I have agreed. After the consulate of Eucherius and Syagrius, *viri clarissimi*, Pachon 1. I, the aforementioned Aurelius Pekysis son of Psais, have received the single *solidus* of gold as principal sum and I shall repay this together with the interest as stated above. I, Aurelius Pebos son of Tithoes, from the same village (Kellis), (now) living in the village of Aphroditie, after having written the body of the contract, have signed for him at his request as he does not know letters." (Verso) *Contract of Pekysis son of Psais, 1 sol. of gold."

1. For Aurelius Pekysis son of Psais and Tapollus, grandson of Pamouris, cf. the family tree at p. 51.
- 2-4. For the relationship between the village of Kellis and the city of the Mothites cf. 20.3-5n.
3. Aurelius Antoninus occurs only here. The fact that he was born in Kellis, but lived now in the village of Aphroditie in the Antaiopolite nome finds parallels in other Kellis documents, cf. 32.4-5 (lease of a room); 42.4 (cf. note ad loc.); 8; 43.39 (cf. introd.) [both loans of money]; cf. also the description of the parties in 30. Apparently the contract was taken from Aphroditie back to Kellis.
8. For the term *επικεφάλαιον* = 'interest' cf. also 43.8 and 90.2; for the terminology concerning 'interest', see in general H.E. Finckh, *op.cit.* 6.
- 9ff. The plural *τούτων* at the start of l. 9 is not correct, as only 1 *solidus* is lent. If the interest on a principal sum of 1 *solidus* is 600 Tal. / month, and if the interest level were 1 % per month, then the ratio bronze :: gold would be 100 x 600 = 60,000 Tal. / sol. In fact, the gold price in this period is ca. 2,160,000 Tal. / lb or (+ 72) 30,000 Tal. / sol. (PSI VIII 959-960, cf. R.S. Bagnall, *Currency and Inflation in Fourth Century Egypt*, 62) Our conclusion must be, then, that the interest agreed in this loan was 2 % / month, i.e. 24 % / year.
- 11-12. Pachon 1 = 26.iv, the 11th indiction = 382/3; apparently we are dealing with an indiction year starting on Pachon 1 without this being indicated by way of a term like *ἀρχῆ*. For the start of the indiction year cf. R.S. Bagnall - K.A. Worp, *The Chronological Systems of Byzantine Egypt* (Zurphen 1978), Chapt. IV.
14. The letters *ερω* are superfluous. Maybe the scribe was reminded of *ἔρω πάσης* in l. 13.
15. *ἐπὶν* means 'when', but here one would expect 'until' ('My whole property is held by you, until I shall repay you').
16. A reading *ἀ[πλοβ]ῖ* instead of *ἐ[ίσο]βῖ* is not to be excluded, cf. 42.26 and 43.28ff. On loan contracts drawn up in single copies cf. the introduction to 40 - 47.
- 19-20. For the (post-)consulate of Fl. Eucherius and Fl. Syagrius cf. R.S. Bagnall a.o., *CLRE*, s.a. 381, 382; for Pachon 1 cf. ll. 11-12n.
- 23f. An Aurelius Pebos son of Tithoes may also occur in the subscription of 43, cf. also the subscription in 42 (364) and cf. 24.13 (352); though this is not indicated in 42.37, one might argue that he had already moved from Kellis to Aphroditie before 364, as that contract was concluded between two persons stating to be living in Aphroditie. It is, however, possible that they went back to Kellis temporarily for some other purpose and had that loan of money subscribed there by Aurelius Pebos.

45: LOAN OF MONEY

του Δαριουου νφ. 77Ε 140 (1009)
157-153

(386)

P. Kellis inv. P. 62.A (House 3, room 6, level 3) + P. 77.B (House 3, room 6, level 4 East wall) + P. 79 (House 3, room 6, level 3) + P. 81.D+E + P. 93.B (all from House 3, room 6, level 4). H. 27 x B. 9 cm. Margins: at the top and at the left 1, at the bottom 2 - 3 cm. On both sides the writing runs parallel with the fibers.

- 1 [Α]ύρηλο[ς] Κατίων Καπίτωνος
- 2 [ἀ]πὸ κόμης Κελλεως καταμένον
- 3 | | ἐν ἐπι[κ]ρίω Θίω τοῦ Μωθίτου
- 4 νομοῦ Αἰρηλιῶ Σύρω Ψάπτι
- 5 [Σ]ύρω} ἀπὸ τῆς αὐτῆς τοῦ αὐτοῦ
- 6 ἡ|νομοῦ χείρην. Ὀμολογῶ
- 7 [ἐ]λχηκ[ε]ῖται καὶ δεδαιῖσθαι
- 8 [π]αρά σοῦ [εἰς] ἰδίαν μου καὶ ἀναγκά-
- 9 [αν] χρεῖ[αν] χρυσοῦ νομισμά-
- 10 [τω]ν ἔβ[η], γί(νεταί) νομισμάτιον α, εἰς ᾧ με
- 11 [πα]ραδώσ[ω] σοι ὑπ[ε]ρ τιμῆ[ς]
- 12 [αὐτοῦ] καλῶ τῆς | | οὐς εἰς
- 13 [ὑ]δα(τίονος) | | πεισῶ ἡσο|μημῖα
- 14 [ἐ]λαίου μάρ[α] πέρτε, γί(νεταί)
- 15 ἐλαί(ου) μάρ(α) ἔ τῷ |βι[τ]ικῶ Χοεῖ
- 16 τῆς πεντεκαδέκτης ἡδαιτί-
- 17 νος χω[ρ]ίς ἀντιλογίας. Κυρία
- 18 ἡ ἀσφάλεια] ἀπλη γράφεισα εἰς ὑπ[ε]ρ-
- 19 γραφῆς τοῦ ὑπ[ε]ρ ἐμοῦ ὑπογρά-
- 20 φοντος καὶ βεβα[ρ]ί[α] καὶ ἐν-
- 21 νομος [ὡς ἐν δημοσίῳ] κατᾶ-
- 22 κειμένη καὶ ἐπερω[τ]ηθεῖς
- 23 ὠμολόγησα.
- 24 Ἐπατίαις τοῦ δεσπότη τοῦ ἡμῶν
- 25 Ὀυφρίου [τοῦ ἐπιφανεστ]άτου
- 26 Καίσαρος κ[αὶ] Εὐδοίου λαμ[π]ροστατου.
- 27 Αἰρηλιῶς Κατίων ὁ] προκ(εῖμενος)
- 28 ἔσχον τὸ [χρυσοῦ νομισμά]τιον
- 29 εἰς ᾧ με π[α]ραδώσ[ω] ...] σοι ὑπ[ε]ρ
- 30 τιμῆς εἰ[ν]τοῦ ἐν μηνί Πα[ν]ῶν τῆς
- 31 ιε ἡδικ(τίονος) ἐ[λ]λαίου μάρια πέν[τε],
- 32 γί(νεταί) μάρ(α) ε, κ[αὶ] ἐπερω[τ]ηθεῖς
- 33 [ὠ]μολόγησα. Ἐγραψα ὑπ[ε]ρ αὐτ(οῦ)
- 34 γράμματα μη εἰδότης Αἰρηλιῶς
- 35 Ἀνδρέας [κομογραμματευς (?) τ]ῆς

κειται, ὥστε] ἐξουσίαν || ἔχειν τὸν πριάμενον του | . . . ασθαι
 κ . . . α τῶν | . . . πρ . . . κα

*genus et nominatim hypothecae pignorisve iure [tenetur], ut liceat
 emptori*

CAPUT IV.

MUTUI DATIONES.

1¹. X centum quadraginta sortis et eorum | usuras ex ea I, 1.
 die sing(ulas) centesimas², quandiu | abstinerit³, id utrumque
 probos recte dari | f(ide) r(ogavit) Anduenna Batonis, d(ari)
 f(ide) sua promisit || Iulius Alexander; quos eae reddere debe- | 5.
 bit, qua die petierit, cum usuris s(upra) s(criptis). | Id utrum-
 que sorte(m)⁴ et usuras probos rec|te dari fide rogavit Anduenna
 s(upra) s(cripta), | dari fide sua promisit Iulius || Alexander. | II, 1.

Actum Deusare XII. kal. Iulias | Rustico II et Aquilino cos.⁵

2⁶. X L̄X q(ua) d(ie) p(etierit), p(robos) r(ecte) d(ari) f(ide)⁷ I, 1.
 rogavit Iul(ius) Alexander, dari f(ide) p(romisit) | Alexander
 Cari(cci), et se eos X L̄X, q(ui) s(upra) s(cripti) s(unt), mu-
 tuos | numeratos accepisse et debere se dixit; | et eorum usuras
 ex hac die in dies X̄X̄⁸ ∅ I⁹ || dari Iul. Alexandro e(ive) a(d) 5.
 q(uem) e(a) r(es) p(ertinebit), f(ide) r(ogavit) Iul. Alexander, |
 dari f(ide) p(romisit) Alexander Caricci. || Id fide sua esse iussit II, 1.
 Titius Primitius, d(ie) s(upra) s(cripta) s(ortem) cum u(suris)
 r(ecte) p(robe) s(olvi). |

Act(um) Alb(urno) maiori, XIII k. Novembr. | Rustic(o)
 II et Aquilino c[o]s.¹⁰

1) *E tript. Transs. integro. C. I. L. 3,930.* — 2) *i. e. in XXX dies, ut scriptum infra n. 2 v. 4. Ita usurae centesimae in iure semper intelliguntur. Centesimae singulae dicuntur, quia etiam binae centesimae deberi potuerunt, ut C. 4,32,2. Recte igitur Mo. suppleri vetat sing(ulis) sc. diebus.* — 3) *Magis significatur 'quamdiu eos nummos abstinerit debitor ab ea ad quam iure pertinent' quam 'quamdiu creditor abstinerit a petendo', nam etiam post petitionem currunt usurae.* — 4) *Int. sorte, ext. sortem.* — 5) *a. 162.* — *Nomina signatorum plene legi non possunt.* — 6) *C. I. L. 3,934. E tript. Transs. tabb. I et II; perit III.* — 7) *Omnia haec verba in scr. ext. perscripta sunt.* — 8) *Similiter in D. 45,1,135 pr.* — 9) *i. e. centesimas singulas. Cf. supra not. 2.* — 10) *a. 162.*

- (*Nom. sign.:*) L. Vasidii Vi[c]toris . . . Batonis Pr. . . .
 Tovetis. Titius Primitius. Alexandri Caricci i[p]sius debitori[s].
 5. 3.¹ || και τῶν λοιπῶν κ' . . (5) . . γων X κγ' κ[αί] |
 τούτων ἑκατοστῆ[ν] τίσει]ν ἀπὸ τῆς | προγεγραμμένης ἡμέρας εἰς
 10. [τὴν δ'] κ. Ὁκ[τω]βρίας· ἐὰν δὲ μὴ ἀποδώ σ[οι εἰς] τὴν ἡμέραν
 ὠρισμένη[ν], ἀποδώσω ὧ[ς] | παρὶδὸν ἔτι X κε'. Ἐγένετο εἰς [Ἄλ-]
 β[ουρ]νον | μεγάλην.

CAPUT V.

DEPOSITUM

a. 167.²

- Vero III Quadrato cons. III kal. Iunias | X quinquaginta
 L commendatos³ Lupus Calrentis dixit se accepisse et accepit a
 5. Iulio | [A]lexandro, quos ei reddere deb[e]t || sine ulla contraversia.
 Actum Albur[no] maiori

CAPUT VI.

SOCIETAS

a. 167.⁴

- I, 1. Inter Cassium Frontinum et Iulium | Alexandrum societas
 dani[st]ariae⁵ ex | X kal. Ianuarias, q(uae) p(roximae) f(uerunt)
 Pudente e[st] Polione cos.⁶, in prid[i]e idus Apriles proximas
 5. venturas ita conve[n]i[st]it, ut quidq[ui]d in ea societati arreina-
 tum⁷ fuerit lucrum damnumve acciderit, | aequis portionibus

1) *C. I. L. 3,933. E tript. Transs. tab. III; perierunt I et II. Pri-
 mus Detlefsen, Wien. Ber. 27,89, tabulam legit ediditque, perperam vero
 ad emptionem eam rettulit. Versio Latina: reliquorum XX . . . X XXIII
 et horum centesimam me soluturum ex die supra scripta in diem IV k.
 Oct.; si vero tibi non reddidero in diem constitutam, reddam pro acces-
 sione amplius X XXV. Act. Alb. mai. — 2) C. I. L. 3,949, XII. E tript.
 Transs. tab. I; II et III perierunt. — 3) D. 16,3,24 pr.: centum — com-
 mendasti —. Respondi depositi actionum locum habere; quid est enim
 aliud commendare, quam deponere? — 4) C. I. L. 3,950. E tript. Transs.
 tab. I; perierunt II et III. — 5) i. e. negotium mensae argentariae, a
 δαναιστής. — 6) a. 166. — 7) Vox ignota quid significet, parum intellegitur;
 fortasse, 'sub arra mutuo datum', nam pro pignore etiam arra dicebatur. Cf.
 Muther, Sequestration, 369.*

XX. Young Researchers Colloquium

Georgios Gkogkolakis

My dissertation project investigates mortis causa arrangements in marriage documents from the Ptolemaic period to late antiquity, highlighting their significant contribution to the consolidation of legal practices. This study elves into the development of inheritance divisions, jointly crafted by spouses, in alignment with Greek and Egyptian legal traditions.

Radostław Miśkiewicz

My research focuses on the legal discourse and its intellectual background related to the late fifth century BCE law reform in Athens. One of the aims of the legal change was to consolidate the law, which was achieved by thoroughly examining (and revising) the valid laws (mainly Solonian), republishing them, and introducing new legal principles.

Wiktoria Saracyn

The project *Animal nature and responsibility for damage done by animals. Actio de pauperie et natura animalis* focuses on the legal and extralegal factors leading to the consolidation of the civil liability for damage done by animals in Roman law and European legal tradition. Throughout my doctoral research I will try to reconstruct the intellectual *iter* that led to elaborating the final scope of application of *actio de pauperie* and determine its distinguishing features in relation to other grounds of civil responsibility.

Mareike-Beatrice Stanke

The dissertation deals with liturgies, compulsory services, in Roman Egypt. The Roman administration developed a phenomenon that can already be found in classical and Hellenistic times. In Egypt, we can observe how a consolidation between Greek structures and Roman administration took place.

Kacper Żochowski

Ph.D. project *Litigation in Roman Egypt: Legal and practical analysis* aims to reconstruct the course (or courses) of legal proceedings held in Roman province *Aegyptus* basing on extant documentary papyrological evidence. Through elaborating proceedings-related terms and looking for legal patterns in documents I try to answer the question how the procedure changes in time, describe it step by step and look if there are traces of consolidation of Roman and local legal traditions.