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Ilias Arnaoutoglou

MARITAL DISPUTES IN GRECO-ROMAN EGYPT*

The conventional approach to the study of marital relationship and of divorce is largely confined to the study of marriage instruments (whereby the spouses and their parents arrange their patrimonial affairs and their duties towards each other) and divorce agreements (whereby they reaffirm the settlement of the property affairs and their freedom to remarry). This approach underlines par-

* References:
  E. LEVY, (1925) — Der Hergang der römischen Ehescheidung, Weimar 1925.
particularly the legalistic — formal aspect of drafting the divorce agreement while it sets aside essential features of the process that lead to this result. Although rich in content and clauses, these documents tell us only one part of the story; they reveal what was the socially accepted and expected conduct in marriage and illustrate the consensual end of the marital link. What, however, is not revealed is the process through which the spouses reached the brink of divorce, the disputes that fuelled the conjugal discontent, the party or parties who sought the separation and whose behaviour initiated it. In this respect, the corpus of petitions addressed to a variety of officials is very instructive, since it provides an insight into the mundane realities of everyday marital life. Two contrasting cases will illustrate this point; CPR I 22 (A.D. 138-161) is the marriage instrument of Syros and Syra, in which there is a detailed description of all the items of the dowry and provisions about them in case of divorce. A few years later the couple decided to end their marriage and a divorce settlement was agreed (CPR I 23 = M.Chr. 284, A.D. 138-161). These two documents, although preserving the two essential points of the marital relationship,
do not explain why the marriage was dissolved, and who had the initiative. On the contrary, the dossier of Tryphon\textsuperscript{2} including his complaint about the elopement of his first wife, the marriage agreement with his second wife and petitions against his ex-wife for assault, provides a rare glimpse into the precious minutiae of everyday life.

A. DOCUMENTS\textsuperscript{3}

The corpus of documents is not particularly homogeneous as far as chronology, origin, and subject matter are concerned. My aim is to cover the whole of Egypt from the period of Greek conquest to the Arab conquest. I will not differentiate along ethnic lines,\textsuperscript{4} although I am aware of the danger from such generalisations, but I will consider all these documents as if they constitute a coherent body of evidence. The common denominator of the corpus is that one of the spouses petitions one official (local or not is irrelevant at this point) on an affair arising from a dispute between the spouses. By the term marital disputes I mean any disagreement between spouses, concerning their conduct to each other and in relation to the dowry and the common property, perceived as inflicting injury and attributable to the other spouse.\textsuperscript{5} A dispute is qualified


\textsuperscript{3} In ancient novels there is only one case of divorce (Ach. Tat. 8. 8). The necessities of the genre did not leave room for naturalistic accounts of everyday marital life (Egger [1994]). Egger's account of the legal position of women is inaccurate in two respects: (i) she claims that women's consent was unnecessary either to marriage or to divorce while there is plentiful evidence that women could initiate divorce and (ii) the dowry was returned to the woman only in cases in which the original provider was dead. For a more balanced approach see E. KARABELIAS, 'Le roman de Chariton d'Aphrodias et le droit. Renversemes de situation et exploitation des ambiguïtés juridiques' [in:] G. NENCI and G. THÜR (eds) \textit{Symposion 1988} (Siena – Pisa 6-8 Juni 1988), pp. 369-96.


as marital even when the spouses have separated from each other but they have not settled a divorce agreement. However, this statement does not imply that divorce agreement is regarded as a constitutive act. Therefore it was possible for a petition to be submitted long after the actual abandonment or elopement. Under (i) I list all those documents in which accusations against a spouse are made irrespective of their content in the period from the 4th century B.C. to the 6th century A.D. I have excluded documents such as SB VI 9065 (cf. BL V 107, VII 201, VIII 538, Herakleopolites, 1st century B.C.); SB XIV 12201 frg (2nd century A.D.), and P. Par. 13 (= M.Chr. 280, UPZ I 123, Memphis, 157 B.C.) because they contain petitions for return of dowry when one of the spouses is dead; thus the ground for claiming the dowry is not separation but the death of one of the spouses. In category (ii) I collect documents which record particularly interesting procedural matters arising from the expressed intention of the spouses to separate; in particular they may shed some light in two areas; (a) arbitration leading to some kind of settlement or (b) to a hearing in front of a court of crhamatistaà which would eventually issue an enforceable decision. The remaining categories are auxiliary in the sense that they provide an up to date collection of documents connected directly or indirectly to the material discussed.

(i) petitions of spouses (or on behalf of them)

P. Sorbonne inv. 2402 (= J. Scherer, YCS 28, 1985, No 2, pp. 59-60, Mouches, 224/3-219/8 B.C.); P. Enteux. 23 (= CPJ I 128, Magdola, 218 B.C.); SB XVI 12687 (Arsinoites, 3rd century B.C.); PSI II 116b (cf. BL VIII 393, Thoinites, 118 B.C.); P. Tebt. I 51 (Tebtynis, 113 B.C.); P. Tebt. III 776 (cf. BL VIII 495, Oxyrhynchos, 2nd century B.C.); P. Cair. inv. 10331 (= G. Bastianini and C. Gallazzi, NAC 16, 1987, pp. 167-74, Fanopolis, 77/76 B.C.); BGU VIII 1820 (Herakleopolites, 56/55 B.C.); BGU VIII 1848 (Herakleopolites, 48-46 B.C.); BGU IV 1105 (cf. BL VI 15, Alexandria, 11 B.C.); PSI I 64 (Oxyrhynchos, 1st century B.C.); P. Oxy. II 282 (= M. Chr. 117, BL VI 96, VIII 234, Oxyrhynchos, A.D. 30-35); SB X 10239 (= P. Oxy. II 315 descr, BL VII 217, VIII 357, Oxyrhynchos, A.D. 37); P. Mich. V 227 (Tebtynis, A.D. 47); P. Oxy.

6 Cases in which application was submitted after the actual separation but before any divorce arrangement: BGU VIII 1820 and 1848; P. Tebt. II 334 and III 776; P. Oxy. II 281, 282 and LI 3770; PSI I 41; P. Lips. 41; P. Heid. I 13 (237) and SB XII 11221; XIV 11392; XVI 12505 and 12687. Petitions addressed after divorce: P. Cair. inv. 10331, PSI III 166 and IX 1075; P. Lips. 39 and P. Oxy. L 3581.

7 See the relevant provisions in the marriage instruments (e. g. P. Oxy. III 496, 13-15) and Montevecchi (1936), pp. 78-81.
II 281 (= M.Chr. 66, Oxyrhynchos, A.D. 20-50); P. Bon. 21 (? , 1st century B.C.); P. Coll. Youtie I 24 (cf. BL VII 37, Arsinoites, A.D. 121/22); SB XVI 12627 (Oxyrhynchos, A.D. 127/8); PSI V 463 (Arsinoites, A.D. 157-160); PSI X 1104 (cf. BL VIII 406, Fayum, A.D. 175); P. Heid. I 13 (237) (cf. BL V 43, Theadelphia, 2nd century A.D.); SB XIV 11392 frg (Bacchias, 2nd century A.D.); P. Tebt. II 334 (Tebtynis, A.D. 200/201); SB XVI 12505 (Lykopolis, A.D. 221); PSI VIII 893 (Arsinoites, A.D. 315); SB XII 11221 (Panopolis, A.D. 329); P. Oxy. LI 3770 (Oxyrhynchos, 334 B.C.); P. Harr. II 218 frg (Oxyrhynchos, A.D. 350); P. Cair. Preis. 2 and 3 (Hermopolis, A.D. 362); P. Lond. V 1651 (Hermopolis, A.D. 363); PSI VIII 944 (cf. BL V 125, VIII 403, ?, A.D. 364-366); P. Lips. 39 (cf. BL VIII 170-171, M.Chr. 127, Hermopolis, A.D. 390); PSI I 41 (Antinoe, 4th century A.D.); P. Oxy. L 3581 (Oxyrhynchos, 4th/5th century A.D.); PSI IX 1075 (Oxyrhynchos, A.D. 458).

(ii) procedural affairs

SB III 7267? (cf. BL VII 192, Upper Egypt, 226 B.C. letter mentioning a συγγραφή συνοικισίων); P. Mert. II 59 (cf. BL VII 104, Krokodilopolis, 154-143 B.C. extrajudicial settlement); P. Tor. (= M.Chr. 29, UPZ I 118, Memphis, 147 B.C.); BGU VIII 1825 (Herakleopolites, 59/8 or 55/4 B.C. petition to avoid the issue of court decision enforceable on mortgaged land); BGU VIII 1826 (Herakleopolites, 52/51 B.C. enforcement of court decision); BGU VIII 1827 (cf. BL VI 18, Herakleopolites, 52/51 B.C. enforcement of court decision); BGU VIII 1845 (Herakleopolites, 51-49 B.C. enforcing previous court decision?); P. Oxy. II 268 (= M.Chr. 299, Oxyrhynchos, A.D. 58 settlement after the death of the husband); SB XII 10887 frg (Fayum, A.D. 119-138 return of dowry); P. Coll. Youtie II 67 (cf. BL VIII 885, Oxyrhynchos, A.D. 260/261 return of dowry); P. Oxy. VI 903 (= CPJ III 457d, Oxyrhynchos, 4th century A.D. affidavit); P. Lips. 41 (cf. BL VII 79, VIII 171, M.Chr. 300, Hermopolis, 4th century A.D. affidavit?); P. Flor. I 36 (= P. Sakaon 38, Theadelphia, 4th century A.D. petition aiming to safeguard agreement concerning the payment of dowry).

(iii) marriage agreements

(in addition to those mentioned by Montevecchi [1936], pp. 4-6, and [1973], pp. 204-205): SB XII 11053 (Tholthis, 267 B.C. ?); P. Hib. II 208 (? , 270-250 B.C.); SB VI 8974 (Abusir el-Melek, beginning 1st century B.C.); P. IFAO I 13 (Oxyrhynchos, 23 B.C.); P. Oxy. XLIX 3487 (Oxyrhynchos, A.D. 65); P. Oxy. II 372 descr. (Oxyrhynchos, A.D. 74/5); SB XIV 11846 (= P. Oxy. 371 descr., Oxyrhynchos, A.D. 97); P. Strasb. IX 807 (Arsinoites, A.D. 98-117);
P. Strasb. VIII 764 (Arsinoites, A.D. 109/110); SB XII 10924 (Theadelphia, A.D. 114); P. Yadin I 18 (?; A.D. 128); P. Yadin I 37 (?; A.D. 131); SB VI 9353 (?; A.D. 140); P. Mich. XV 700 (Karanis, A.D. 143); P. IFAO 30 (Arsinoites, A.D. 138-160); P. Oxy. XLIX 3491 (Oxyrhynchos, A.D. 157/8); SB XVI 12334 (Philadelphia, late 2nd century A.D.); SB VI 9264 (Tebtynis, 2nd century A.D.); P. IFAO III 5 (Oxyrhynchos, 2nd century A.D.); SB VI 9372 (Oxyrhynchos, 2nd century A.D.); SB VI 8986 (Apollonopolis Magna, A.D. 640/1).

(iv) divorce agreements

(in addition to those mentioned by Montevecchi [1936], p. 20, and [1973], p. 206): P. Oxy. Hels. 35 (cf. BL VIII 274, Oxyrhynchos, A.D. 151); P. Tebr. II 460 descr. (Tebtynis, A.D. 138-161); P. Flor. I 24 (Arsinoe, 2nd century A.D.); SB XIV 11891 (Arsinoites, 2nd century A.D.); P. Amst. I 38 (?; 2nd century A.D.); SB VI 9372 (Oxyrhynchos, 2nd century A.D.); PSI V 450 (?; 2nd/3rd century A.D.); P. Col. VIII 227 (?; 2nd/3rd century A.D.); P. Hamb. III 220 (Arsinoites, A.D. 223-234); P. Oxy. XLIX 3500 (Oxyrhynchos, 3rd century A.D.); SB V 8013 (Arsinoites, A.D. 363); SB XVIII 13886 (Oxyrhynchos, A.D. 489/490); SB XII 11075 (Oxyrhynchos, first half of 5th century A.D.); BGU XIII 2328 (?; mid 5th century A.D.); SB VI 8986 (Apollonopolis Magna, A.D. 640/1).

v) miscellanea

P. Fay. 22 (= M.Chr. 291, BL VIII 121, Ptolemais, 1st century B.C. psephisma regarding registration of marriage and divorce acts?); SB V 8010 (Alexandria, 1st century A.D. appointment of guardian), P. Mert. II 72 [PSI X 1116] (Tebtynis, A.D. 162); P. Oxy. II 237 (cf. BL VI 95, VIII 233, Oxyrhynchos, A.D. 186 petition of Dionysia); P. Oxy. XII 1473 (cf. BL VI 102, Oxyrhynchos, A.D. 201 remarriage contract); P. Cairo Masp. III 67295 (Antinoopolis, A.D. 491-493 affidavit); P. Cairo Masp. I 67092 (cf. BL VII 34, Aphrodito, A.D. 553); P. Lond. V 1725 (= P. Mon. 3, Syene, A.D. 580 acknowledgement of debt from dowry); P. Lond. V 1731 (Syene, A.D. 585 receipt/acknowledgement of an amount of money [dowry?]); P. Cairo Masp. I 67088 (?; Aphrodito); P. Cairo Masp. I 67005 (?; Antinoe); P. Amst. I 40 (?; return of dowry).
Before proceeding with the examination of these petitions it seems to me necessary to review briefly what may be called divorce clauses in marriage agreements (under B) and the particular terms of the divorce agreements (under C). Finally, I will elaborate on the kind of complaints addressed to different officials and their significance to our understanding of separation (under D). This examination will enable us to put the facts into a legal and social perspective indispensable to understand the importance of these petitions. It will also help to establish what was socially expected behaviour through the contrastive analysis of, on the one hand, conduct sanctioned in the marriage agreements and, on the other hand, the disputes developed among ordinary couples in their everyday life as unfolded in the petitions.

B. DIVORCE CLAUSES
IN MARRIAGE AGREEMENTS

In the marriage instruments a set of expected rules of behaviour for both spouses is designated and accompanied by sanctions of pecuniary character. According to the earliest marriage agreement (P. Eleph. 1, 311/10 B.C.), the husband had to provide whatever befits a free woman (παρεχέτω δὲ Ἡρακλείδης Δημητρίαι ὅσα προσήκει γυναικὶ ἐλευθέραι πάντα), not to have child(ren) from other woman (μηδὲ τεκνοποιεῖσθαι ἐξ ἄλλης γυναικὸς), not to have a concubine (μὴ ἐξέστω δὲ Ἡρακλείδη γυναῖκαν ἄλλην ἐπειδὰν τις ἐφὶ ὑβρεῖ Δημητρίας), and, finally, not to maltreat his wife (μηδὲ κακοτεχνεῖν). The wife was expected to avoid anything that could bring shame on her husband (εἰ δὲ τι κακοχνοῦσα ἀλίσκηται ἐπὶ αἰσχύνη τοῦ ἄνδρος Ἡρακλείδου). These clauses did not alter radically in the course of the next centuries; some documents contain a more detailed description of the wife’s duties as in P. Tebt. I 104, 13-15: [*Ἔστω δέ Ἄπολλωνία παρὰ Φιλίσκωι πείθαρχος ἰδίαν ὃς προσήκει βαθμίδος τῆς γυναίκας ἄνδρός, κυρίουνεσθαί μετ’ αὐτοῦ κοινῆ τῶν ὑπαρχόντων αὐτῶι ... 27-30: Κατὰ τὰ αὐτὰ δὲ μηδὲ Ἀπολλωνία ἐξέστω ἀπόκοιτον μηδὲ ἀφήμερον γινέσθαι ἀπό τῆς Φιλίσκου οἰκίας ἀνευ τῆς Φιλίσκου γυναίκης, μηδὲ αἴλωλον ἄνδραλ ἀλλω[ι]νοφημένον συνείσαι, μηδὲ φθείρειν τὸν κοινὸν οἶκον, μηδὲ αἰσχύνεσθαι Φιλίσκου ὅσα σφέει ἄνδρι*


9 See Taubenschlag (1955), pp. 120-121 and for the Byzantine period Beaucamp (1990-92), II, pp. 83-89.)
Thus the sanctioned conduct consisted of prohibitions and duties which can be classified into three broad categories: (i) those concerned with the provision of material goods to a married woman according to the means of the husband, (ii) those envisaging the preservation of fidelity and erotic exclusivity of both spouses, although there is a differentiation of the imposed prohibition; the husband is banned from another marriage, to have a concubine, or child(ren), whereas the wife is restricted into the house, and (iii) those prescribing respect for the personality of the woman and especially for her property and personal rights. Modrzejewski (1984), p. 251, claims that these stipulations are not more than “clauses morales”. However, in most of the documents any violation of these clauses is followed either by the immediate restitution of the dowry, in case the husband repudiates his spouse and if he fails to return it in the prescribed period he has to pay 50% more, or loss of the dowry, when the wife initiates the separation. Clearly they had a normative power in the sense that they were illustrating what was expected from the spouses and they were enforced by penalties. They cannot be considered as grounds for divorce in a modern technical sense, but can be regarded, at least, as a kind of quasi-legal contractual norms, whose lack will render possible and justify abandonment or elopement and thus the eventual breaking of marriage.  

Similarly see P. Freib. III 30 (179/8 B.C.), P. Giss. 2 (173 B.C.), P. Gen. 21 (= M.Chr. 284, 2nd century B.C.), P. Tebt. II 386 (12 B.C.) and in the Alexandrian συγγράφω of the 1st century B.C. (BGU IV 1050, 1051, 1052, 1098, 1099, 1100, 1101) but not in the συγγραφαί τροφίτιδε from Tebtynis. For the contracts from Oxyrhynchus see Kutzner (1989), pp. 29-34. In documents from our era a more concise formulation is observed as in M.Chr. 289, 11-14: Συμβιούτωσαν ουν άλληλοις οι γαμούντες δ  τε Ισιδώρος και ή Θαισάριον αμέμπτως του Ισιδώρου κατά δύναμιν καὶ άκατηγόρητον εαυτήν παρέχομένην εν τηι συμβιώσει and similarly in BGU IV 1045, 17-21 and P. Strash. III 131, 12-14. The marriage instruments of the early Byzantine era are morally coloured and reflect the imperial legislation about the reasons for divorce (P. Lond. V 1711, 26-40: μηδε να μηδε να μηδε μηδε μηδε αποδίδει αποδίδει αποδίδει καὶ τον ιματισμόν καὶ τα μεταξύ του εμοϋ συνοικεσίον παρεκτος Λογος καὶ αίσχρας πράξεως καὶ σωματικής αταξίας and similarly in P. Cairo Masp. I 67006). P. Lond. VII 1976, 6-11 and 17-20 (253 B.C.), a request of a mother whose daughter was deceived by an already married man with children and followed him, proves that these terms were not a mere formality.

Compare for example P. Oxy. II 281, 16-20: ου διέλειπεν κακουχών με και υβριζον και τας χειρας επιειρόμενων και των αναγκαιων ένδε έαπατάστασα, with P. Tebt. I 104, 22-23: μηδε εγράφης μηδε υβριζεις μηδε κακουχεις αυτην μηδε των υπαρχοντων μηδε εξαλλοτριων επι αδικεί τη Απολλωνία. In this respect see

αίσχύνην. Thus the sanctioned conduct consisted of prohibitions and duties which can be classified into three broad categories: (i) those concerned with the provision of material goods to a married woman according to the means of the husband, (ii) those envisaging the preservation of fidelity and erotic exclusivity of both spouses, although there is a differentiation of the imposed prohibition; the husband is banned from another marriage, to have a concubine, or child(ren), whereas the wife is restricted into the house, and (iii) those prescribing respect for the personality of the woman and especially for her property and personal rights. Modrzejewski (1984), p. 251, claims that these stipulations are not more than “clauses morales”. However, in most of the documents any violation of these clauses is followed either by the immediate restitution of the dowry, in case the husband repudiates his spouse and if he fails to return it in the prescribed period he has to pay 50% more, or loss of the dowry, when the wife initiates the separation. Clearly they had a normative power in the sense that they were illustrating what was expected from the spouses and they were enforced by penalties. They cannot be considered as grounds for divorce in a modern technical sense, but can be regarded, at least, as a kind of quasi-legal contractual norms, whose lack will render possible and justify abandonment or elopement and thus the eventual breaking of marriage. It is impossible to
understand otherwise the insistence of the petitioners on proving violation of these norms by the fleeing spouse.¹²

C. RESULTS OF DIVORCE AGREEMENTS¹³

The dissolution of marriage was a de facto situation, a fait accompli, as was the marriage itself, rather than the outcome of the decision of another person with constitutive power.¹⁴ Divorce agreements most often acknowledge the receipt of the dowry by its original provider or his legitimate successor (as in BGU 1104, 6-7) and designate the obligations of the ex-spouses in the future. These obligations can be divided into three categories:¹⁵

— personal, concerning the declaration of divorce (P. Lips. 27, 14-15: συνήρσται τὴν πρὸς ἀλλήλους συνήσιωσιν and similarly BGU IV 1104, 6-7; 975, 15-16; P. Mil. Vogl. II 85, 9-10; P. Lond. V 1712, 10) and annulment of the marriage agreement (P. Fam. Tebt. 13, 28-29: ἀκύρων ἡ σύνταξις ἡν ἐπὶ τὸ ἄνεγκλητον οἶκος καὶ Κάστωρ ἀλλήλων χιρογράφοις and similarly BGU IV 1104, 14-15; P. Oxy. II 266, 14-16; P. Lips. 27, 19; P. Mil. Vogl. II 185, 17, whereas in P. Oxy. Hels. 35, 20-21: τὴν δε ἀποζυγήν

J. MODRZEJEWSKI, ‘La notion d’injustice dans les papyrus grecs’, Iura 10, 1959, pp. 67-85 and especially pp. 78-79 where he claims that the failure of the husband to provide for his wife is considered as injustice not because of any law but “parce que, dans son groupe, pareil comportement est blamable, vu la structure et la fonction sociales du mariage à cet époque et à cet endroit”.

¹² See, for example, SB XIV 11392, 6-9: ἐγβάλων με ἐκ τῆς οἰκίας μετὰ τῶν τέκνων μου βιαστάξατα πάντα τὰ ἐν τῇ οἰκίας, P. Tebt. II 334, 8-9: ἐξ οὐ καὶ ἐξαιτίας ιδιόκτησεν μαθία δώσ, ἢ ἑν τοῦ ἀνακλάτων, P. Oxy. II 281, 9-14: ἐγὼ μὲν εἰς τὸν οἰκίς αὐτῶν δέος τῶν γονέων μου οἰκητήρια λειτουργία καὶ παρακαθήμερον, P. Oxy. II 282, 6-8: καὶ ἐγὼ μὲν ὀν ἐπεχορηγησα αὐτή τὰ ἔξη καὶ ὑπὲρ δυνάμεων.


¹⁴ For the declaratory character of the divorce agreements see LEVY (1925), p. 111, ERDMAN (1941), p. 49, MODRZEJEWSKI (1961), p. 177, RUPPRECHT (1971), p. 45. For their private character see ERDMANN (1941), p. 45. Note the close analogies of these divorce agreements with the private separation deeds of early modern England discussed by STONE (1990), pp. 153ff, in respect of economic and personal freedom, as well as immunity from litigation.

The divorce agreement is declared valid and the clause of annulment is missing, the freedom to administer their own affairs as they like (P. Mil. Vogl. III 184, 19-20; καὶ ἐξείναι ἑκατέρων αὐτῶν τὰ καὶ ἑαυτῶν σκοπομίν ὡς ἑαυτῷ αἱρήται; and similarly P. Mil. Vogl. III 185, 18; II 85, 10-12; SB VIII 9740, 15-16; PSI VIII 921, 29; P. Fam. Tebt. 13, 13-14; P. Dura 31, 13-14), and the right to remarry (BGU IV 1102, 30-34; καὶ ἐξείναι τῇ μὲν Ἀπολλωνίαν ἄλλω· αὐθάντος τε καὶ τῶν δὲ Ἐρμογενέων πατέχους ὑπνακι ἀμφοτέρους ἀνυπευθύνουσας σύστοι, and similarly BGU IV 1104, 22-25; P. Mil. Vogl. II 85, 12-14; PSI VIII 921, 30; P. Oxy. Hels. 35, 42-45; P. Oxy. VI 906, 7-8; P. Dura 31, 13-16; P. Lond. V 1712, 17-19);


It should be noted that this clause was included only when the dowry was refunded in full; in P. Mil. Vogl. II 85, 14-21, for example, an explicit obligation to return the dowry in the next sixty days is agreed, which implies that the separation was initiated by the wife. In this case, the actual return of the dowry was confirmed with the issue of a receipt.

16 The explanation for this extraordinary period for restituting the dowry cannot be found in the endogamous character of these unions as MONTEVECCHI (1936), p. 77 has suggested. The exceptional period appears in the following documents: SB VI 9264; 9353 and possibly 8974, 10; P. Oxy. III 497 and 603; VI 905; X 1273 and XLIX 3491; P. Mil. Vogl. II 71 and 85; P. IFAO 130; M. Chr. 284; P. Mich. V 340, PSI X 1115; from these only in P. Mil. Vogl. II 85 and PSI X 1115 the spouses are siblings. A similarly prolonged period of return is stipulated in P. Oxy. III 496:13-14; in case the wife deceases before her husband he has to restitute the dowry in 60 days. In SB VI 9065, 10 an equally extended period is provided to the brother of the deceased husband, by virtue of will, to refund the dowry in case the dead person’s daughter dies before his wife. Therefore, an alternative interpretation should take into account that in most of the cases the extended return period is connected with separation initiated by the wife (SB VI 9264; P. Oxy. III 497; P. Mil. Vogl. II 71; P. IFAO 30; P. Mich. V 340 and M. Chr. 284). In addition, some of these dowries rise to substantial amounts. In these cases a longer period was provided due to no-fault behaviour of the husband.  

17 For example see CPR XVIII 9 of the year 232 B.C. from Theogonis.
In short, then, divorce was a strictly private affair regulated on the basis of the original marriage agreement with significant implications on the personal status of the spouses, their property relations and their procedural immunity against claims concerning their marital life. Any transgression of these obligations may have resulted in paying a fine as it seems to be the case in BGU IV 1103, 27-29: ἐτι καὶ ἐνέχεσθαι τῶν παραβαίνοντα τοῖς τὲ βλάβεσι καὶ τῶν ὀρυσμένων προστίμων.

D. PETITIONS

Usually the petitions include complaints both for personal and property-related affairs. The distinction is made for methodological reasons, in order to facilitate the exposition of particular aspects of these petitions. To my knowledge there is no instance of a complaint about procedural matters arising from infringement of the corresponding clause in divorce agreements. However, procedural matters are often interwoven with property affairs as in SB XVI 12687, 11-13: ἐλθὼν κατ᾽ ἐμοὶ δεδωκε προσαγγίαν Ἐ[...]: [...], and possibly P. Mert. 59, 19. The petitions were submitted normally by one of the spouses or more rarely by one of their surviving parents.18

D.I. Complaints concerning property relations

The main complaints addressed to the local official concern appropriation and squander of the dowry by the husband (P. Oxy. II 281, 14-15: ὁ δὲ Σαραπίων καταγγέσθαις τῆς φερμῆς εἰς ὅ ἐβούλετο λόγον) or the non-return of it (BGU VIII 1820, 10-11: οὐδὲ τὴν τῆς φερμῆς ἀπόδοσιν πεποίηται). Some even more “inventive” husbands did proceed to sell some items included in the dowry, as in PSI IX 1075, 5-6: ἀπετένθησιν ἐπεχειρήματος τῶν τῶν προσκόμιων μου καὶ τοῦ φθορίου ἐνθου or in another case when the

18 Petitions submitted by husbands: P. Oxy. II 282; P. Heid. I 13; PSI VIII 893; P. Cairo Preis. 2 and 3; SB XVI 12505 and 12627; P. Lond. V 1651 and possibly P. Tebt. I 51; petitioner in P. Oxy. LI 3770 is the wife’s mother while in SB XII 11221 the father and guardian of the wife lodged the complaint. The remaining petitions were submitted by the wives themselves. B. Anagnostou-Canas, ‘La femme devant la justice provinciale dans l’Egypte romaine’, RHD 62, 1984, pp. 337-60 provides a general discussion of cases of women appearing in courts of justice as plaintiffs and/or defendants.
husband failed to do so (P. Tebt. III 776, 15-23: ὁ ἐγκαλούμενος βούλομενός μὲ ἀποστερεῖαι ἐως μὲν προσπορευόμενος ἐνὶ καὶ ἐκάστῳ τῶν ἐκ τῆς αὐτῆς κωμῆς ἦς βουλεύετο αὐτὴν ἐξαλλοτρώσαι, τούτων δὲ οἷς ὑπομεινώντων ἔνεκα τοῦ μὴ συνεπικελεύεσθαι ἐμὲ), he attempted to use them as security for various payments (23-25: μετὰ ταῦτα ἐξεύρησαι τοῦ δοῦναι ἐν διεγγυήματι ὑπὲρ Ἥρακλείδου τελώνου εἰς τὸ βασιλικὸν). In BGU VIII 1848, the husband of Dionysia asked his father to liquidate his house and his plot of land on which probably any enforceable decision would have to rely for satisfaction of the wife’s claims.

In these cases the requested intervention is limited to the restitution of the dowry (e. g. BGU VIII 1848, 26-30: ἀξίω ἐὰν φαίνηται συντάξαι μεταπέργασθαι αὐτών ἐπὶ σε καὶ συναγαγόμενοι ἀποδοῦναι μοι εἰς τὰ ἀναγκαία τῆς φερνῆς, ἦν οἱ ἀντεπιλείμμενης) in one case increased by 50% (P. Oxy. II 281, 23-28: διό ἀξίω συντάξαι καταστήσωται αὐτῶν ἐπὶ σε ὅπως ἐπαναγακαθήσεσθαι συνεχόμενοι ἀποδοῦναι μοι τὴν ἱμιολίαν συν ήμιολίαι). It seems that the requested remedy was not intended to exhaust all the available legal means and an explicit reservation for exercising their full rights was made (P. Oxy. II 281, 28-30: τῶν μὲν γὰρ ἄλλων τῶν ἅπαντων πρὸς αὐτὸν ἀντέχομαι καὶ ἀνθέχομαι and similarly P. Oxy. II 282, 18-21).

D.II. Complaints concerning personal relations

Complaints concerning harassment come exclusively from women. Usually it was men who abused, physically and verbally, their wives, (BGU IV 1105, 14-21: Ὡδὲ δὲ διαβαλλόμενος Ἀσκληπιάδης ἐπελεύσεαι διὰ τῆς συμβώσεως ἀπό ἐμοῦ καταχρησάμενος τοῦ προκειμένου κακούργημας (sic!) με καὶ καθυβρίζει καὶ τὰς χεῖρας επιφέρων χρήται ὡς οὐδὲ ἄργυρωνήτωι) expelled them from their houses, and some deprived them of the necessary means for survival (BGU VIII 1820, 7-10: ἐξεβάλε μὲ λέκ τῆς οἰκίας οὖν ἐπὶ ταύτην ἤρκεσται οὐδὲν μοι παρέσχε τῶν δεόντων καὶ ἰματισμῶν, P. Oxy. II 281, 16-20: οὐ διελεύσειν κακούργων μὲ καὶ ψιθρίζων καὶ τᾶς χειρᾶς ἐπιφέρων καὶ τῶν ἀναγκαίων ἱμιολίας καθιστάς and PSI 463, 9). In some cases, husbands used excessive force as the following two examples reveal; in P. Oxy. L 3581

19 Ἡμιολία clauses appear as penalties in marriage instruments of Ptolemaic and early Roman period (M.Chr. 284, 8-9 and 12-14; M.Chr. 286, 16-17; M.Chr. 287, 9) when the husband fails to return the dowry by the agreed period of time.

20 For any kind of violence by or against women see KUNTZEL (1989), pp. 106-107.
Aurelia Atteiaene complains\textsuperscript{21} that Paulos, her husband, has abandoned her and his daughter and lived with another woman (7-8: καταλοίπων με μετά καὶ τῆς νυμπιάς δυοτρός ... συνήλθεν [εἰ]τέραι γυναικεῖ καὶ εἰάσει με χηρεύον-
σαν); later he returned and agreed to live together with his wife, because other-
wise he would have to pay a fine and his father provided surety for it.\textsuperscript{22} But as soon as he came back the situation for the woman was worse than before (11-
15: καὶ εὐσαγαγοῦσα αὐτὸν [εἰς] τὸ [υ] ἡμέτερον οἶκον χίονα τῶν πρῶτων αὐτοῦ σφαλμάτων ἐπέχειρησεν διαπράξασθαι καταφρονήσας τῆς ὁρθολίας μου ὦ μόνον ὅτι ἐρήμωσιν εἰργάσατο κατὰ τοῦ οἴκου μου ἀλλὰ καὶ στρα-
tιστών ἐπέξενευάτων τῶν οἰκών μου ἀπεστάλησαν αὐτούς καὶ ἀνεγόρησαν καὶ ὑβρίς καὶ ἁμίαν υπέστην ἀχρὶς ζην). However, the abuse did not end there, because after the dispatch of a “repudium” Paulos abducted and confined her in his house, and when she became pregnant he abandoned her once more, threatening to stir up malice against her. A case of physical abuse is preserved as well in\textit{P. Lips.} 39, 9-13: μετὰ τὸ δοθέν αὐτῶι μηνυόν [υ]π' ἐμοῦ μετὰ [τὴν] χείρομείνη μεταξὺ ἧμων διάλυσαν ἐἰσειρθοῦσέν εὐαυτῶι εἰς τὴν ἐμὴν ἐστίαν, [οὐ] ἐν βαρβάρους παρ' οὔδεν ἥγειτα τὴν τῶν νόμων ἐπιστρέφειαν [τήν] γανε με [ἀν]θέλουσι, κλάζοντι καὶ χείραν μου ὁς καὶ τὰ υπόπια ἐχω ἀφ' ἀλων τῶν ...

It seems that in petitions from Ptolemaic and Roman Egypt abuse is reported always in the same manner (ἐκβάλλειν, κακουχεῖν, νυρίζειν) in the context of wider property-related contention and therefore there is no recourse or request to a separate legal remedy. Settlement of property affairs implies the end of the dispute and seemingly satisfaction for the abuse which has occurred. The situation seems to be quite different in documents from the early Byzan-
tine period. In particular, although in some of them abuse is reported together with appropriation of dowry, there are two documents (\textit{P. Oxy.} L 3581, \textit{P. Lips.} 41) recording almost exclusively personal harassment of the wife. Whereas the requested action of the official is lost in \textit{P. Lips.} 41, the petitioner in \textit{P. Oxy.} L 3581, 21-23 asks the tribune of Oxyrhynchus to secure the payment of the two ounces of gold and any other damages caused according to the agreement the spouses have earlier signed. Although a satisfactory explanation of this shift

\textsuperscript{21} For the substantially different style of petitions from the Byzantine era see A. B. \textsc{kovelman}, 'From Logos to Mythos: Egyptian Petitions of the 5th-7th centuries' \textit{BASP} 28, 1991, pp. 135-52.

\textsuperscript{22} Similar provision is agreed in \textit{P. Lond.} V 1711 (lines 66-68: προσωμολογώ αὐτῷ ἑγὼ ὦ [τῆς] Ὀμογόνης μη δύσασθαι μήπους καμως ἡ χρόνου ἐνεπεξερχόμεθα πἀλικας ἐπάνῳ τῆς ἐμῆς ἐλευθέρας εἰ δὲ τοῦτο πράξει εἰπώδως τὸ αὐτὸ πρόστιμον) of the year A.D. 570 from Antinoopolis.
may be elusive, the change in the dominant perception of marriage may be one of the reasons. What is important is that even in these cases where seemingly no damage to any property occurred, the requested action did not aim at the restitution of any personal situation or at restoring the marital link, but at the enforcement of an existing agreement in pecuniary terms.

In some petitions (BGU VIII 1848, 11-12; P. Heid. I 13 (237), 15-16; SB XII 11221, 5; SB XIV 11392, 6-7 possibly SB XVI 12627; P. Oxy. LI 3770, 6-7) there is an explicit mention of the fact that the deserted spouse had to take care of and provide for their children; what rarely arises in these petitions is a dispute about the custody of children. Two possible explanation(s) can be traced, (i) the widespread phenomenon of child-exposure (e.g. BGU 1104, 23-24), and (ii) custody conferred on the father up to a certain age either in marriage instruments23 (P. Oxy. III 496, 1273, 267 and 603 and M.Chr. 297) or in divorce agreements (P. Oxy. Hels. 35, 36-42 and P. Oxy. VI 906, 5-7).

D.III. Applications against women

The only petitions submitted by men24 concern property complaints; women have deserted their husbands taking away property belonging to them (P. Oxy. II 282, 9-13: ἡ δὲ ἀλλότρια φρονήσασα τῆς κοινῆς συμβιώσεως κατὰ πέρας ἐξηλθεὶ καὶ ἀπηνίκας τὰ ἡμέτερα ὅπως τὸ καθ’ ἐν ὑπόκειται, P. Heid. I 13 (237), 3-9: Ἡ συνοιστή μοι γνών [ἐξ ἑς καὶ ἐπαοδοίνεσα, ἀλλότρια φρονήσασα τῆς πρὸς μὲ συνβιώσεως εὐκαιρία [ ... ν μον ἐξηλθεὶ μου τῆς οίκον πρὸ τί μνην ἡς καὶ εὐκαιρίας αὐτῆς]. ν βαστάζασας τὰ τε εαυτῆς καὶ πλείστα τῶν ἡμετέρων and SB XVI 12505, 9-11 in which the wife sold some common property and fled) although in some cases husbands provided even more than their resources allowed. In P. Lond. V 1651, 6-10 the wife of the deserted husband not only deprived him from goods but also took with her documents concerning a plot of land. As expected, what usually was requested was return of the stolen property (P. Oxy. II 282, 14-18: διὸ ἄξιων ἡμὲν ταῦτα ν [πίτε ὅτι τύχη ὃτι προσήκεις] καὶ ἀποδώ μοι τὰ ἡμέτερα) or in the case of P. Lond. V 1651, 16-20 the safe return and deposit of these documents. However, a question remains over the legal ground of the


24 BEAUCAMP (1990-92), II, p. 155 rightly points out that "dans l’ensemble des récits de divorce, le phénomène qui se dégage le plus clairement est la passivité feminine".
husbands’ claim in these cases; whereas wives had their claim of having their dowry returned enshrined in the marriage contract, we are not particularly well informed about husbands’ claims. Seidl (1975), pp. 236-238, argued that both in the Gortynian law-code and in demotic contracts the fraudulent removal of property by the wife is not treated as theft but as something similar to the Roman *actio rerum amotarum*. In the former the woman removing objects belonging to her ex-husband had to pay a fine of five staters, while in the latter a different term is used to distinguish it from theft. In Greek documents there is no differentiation in the terms used to denote theft and removal of husband’s property; in both cases *ἀποφέρει* (e.g. *P. Oxy.* II 282, 12), among others, is used and we do not know of any particular penalty imposed on the wife. Moreover, the phraseology of the requested action is almost identical with the one in petitions for theft. Therefore, there is no indication of husbands having a remedy similar to the *actio rerum amotarum*, but they relied, for the recovery of their property, principally on the provision for theft.

D.IV. Authorities

The range of officials to whom these petitions were addressed may seem bewildering. The time span of the examination and often recurring administrative reforms give this impression. During the Ptolemaic rule some petitions were addressed to the *βασιλεύς* (*P. Euteux.* 23, P. Sorbonne inv. 2402, *SB* XVI 12687) and some other to the *στρατηγός* (*BGU* VIII 1820, VIII 1848, and possibly P. Cair. inv. 10331). Two cases deserve special mention: (a) *P. Tebt.* III 776 which is addressed to the *οἰκονόμος*, an official responsible for those with tax obligations, because the husband of the petitioner has put her property up as security for taxes owed and (b) the mutilated *P. Tebt.* I 51 addressed to the *κωμογραμματεύς*, a local official with mainly arbitration authority. In the Roman period the majority of the petitions were addressed to the *στρατηγός* (*SB* XVI 12505, 12627, *P. Oxy.* II 282, *P. Coll. Youtie* 24) asking for restitution of appropriated property. *BGU* IV 1105 preserves the appeal of Tryphaina to the *εἰσαγωγεύς Πρώταρχος* to arrange for the return of her dowry and to secure a lawful *ἐξόδος*. *P. Oxy.* II 281 is addressed to the *ἀρχιδικαστής* since the marriage agreement between Syra and Sarapion was drafted as a *συγχώρη-

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27 In *P. Tebt. II* 334 a deserted wife petitions the local ἐκατώνταρχος most probably in order to investigate the whereabouts of her husband. In the early Byzantine era petitions are addressed to a variety of officials (ήγεμῶν [PSI VIII 944, SB XII 11221 and mention of a future petition in *P. Lond. V* 1651], ἐπαρχός [PSI VIII 893], σύνδικος [P. Oxy. LI 3770]²⁸ τριβούνος [P. Oxy. L 3581],²⁹ στρατηγός [P. Lond. V 1651]). This variety possibly reflects the confusion of the population and the erosion of trust in the judicial system.³⁰ In two cases petitions are addressed to officials with policing authority (ῥυπάρης [P. Cair. Pretis. 2 and 3] and νυκτοστρατηγός [P. Lips. 39]).

What is important and crucial to understand is that spouses submitting complaints do not ask for remedy for their broken relationship but for means to redress personal and property-related affairs. Divorce lay in the private sphere, an affair for the spouses to regulate.

D.V. The settlement of the dispute

Although there are more than two modes for settling a dispute,³¹ the available documentation on marital disputes designates clearly two of them: arbitration and adjudication. Certainly these two ways are, in a sense, privileged since they require the issue of a written agreement, but they represent only the final stage

²⁷ For the jurisdiction of the ἀρχιδικαστής see A. Calabi, ‘L’ ἀρχιδικαστής nei primi tre secoli della dominazione romana’, *Aegyptus* 32, 1952, pp. 406-424, with list of ἀρχιδικασταί on pp. 410-418. Calabi argues convincingly that the jurisdiction of ἀρχιδικαστής extends over all the disputes arising from documents drawn up as συγ-χώρησα. Taubenschlag (1955), p. 489 n. 64, thinks that the ἀρχιδικαστής exercised the function of an arbitrator at the request of the parties.


²⁹ The title implies that he was a military officer with police authority. It is possible that the petitioner addresses the tribune because of the earlier incident involving soldiers.

³⁰ Morris (1983), pp. 367-370, notes this gradual decline already in the second century A.D.

of the dispute; surely at earlier stages the involvement of family and friends may have been greater, exercising pressure on both sides for a compromise.

Arbitration may arise on the ground of provisions in the marriage agreement, as in the earliest marriage document, *P. Eleph. 1*, 7-8: ἐπιδείξατω δὲ Ἡρακλείδης ὅτι ἂν ἐγκαλή Δημητρία έναντίον ἄνδρων τριών, οὔς ἂν δοκιμάζωσιν ἄμφοτεροι and 10-11: εἰαν δὲ τι ποών τούτων ἄλισκηται Ἡρακλείδης καὶ ἐπιδείξη Δημητρία ἐναντίον ἄνδρων τριών, οὔς ἂν δοκιμάζωσιν ἄμφοτεροι.

Nevertheless, *P. Mert. 59* preserves the extrajudicial settlement of a quite complicated dispute between Asklapon and Antigona. Probably both sides have sued each other on different grounds. A day before the hearing of the case, they reached an agreement concerning the return of the dowry and the return of a slave girl to Antigona. This settlement was submitted to and accepted by the court of χρηματισταί. Since only the decision of the court survives in this case and *SB XVI 12687* is fragmentary we cannot test the conclusion reached in the study of other societies that judicial proceedings are initiated as a first step to settlement.

In the case of adjudication, the documentation is rather inadequate. During the hearing of the case affidavits may have been submitted (e. g. *P. Oxy. VI 903; P. Cairo Masp. III 67295*). There are a few examples of decisions of χρηματισταί with which they order the local στρατηγός to ensure the execution of their decision; these were immediately enforceable by πράκτορες ξενικών (*BGU* VIII 1826 and 1827) on the property of the defendant.

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33 See for example the letter, written on an ostrakon, of a wife complaining to her brother and guardian about her husband’s conduct (*SB VI 9271* of the 1st or 2nd century A.D.). The vast number of private letters may preserve similar complaints and mention of quarrels between spouses [illustrative is a letter of the third century A.D. from a mother to her daughter (*P. Mich. VIII 514*, 17-19: ἥκουσα ὅτει ἄνδρια πε- πόιηκες μετὰ τοῦ ἄνδρος σου χάριν τοῦ πατρός σου)] or the heartbreaking letter of a deserted husband to his wife (*P. Oxy. III 528* of the 2nd century A.D.); for a collection of letters between husbands and wives see H. Zilliacus, *Zur Sprache griechischen Familienbriefe des III. Jahrhunderts n. Chr.*, Helsinki 1950, p. 10. In addition, people even “used” magic powers in order to initiate a separation (*P. Oslo II 15* of the 2nd century A.D.). Anthropological studies attest the intervention of kin in such circumstances in other societies; for early modern Andalusia see Casey, *Household disputes and the law in early modern Andalusia* [in:] Bossy (1983) pp. 189-217.

34 See *SB I 4658*.

While in the Ptolemaic and Roman period the main concern was restitution of dowry, in the Byzantine era there are some hints of a change in the requested action; so in PSI IX 1075: καὶ τύρποι μοι δοῦναι περὶ τοῦ συνοικεσίου the petitioner asks for the issue of a certificate about the continuing validity of the marriage while in the affidavit preserved in P. Lips. 41, 15-16: Τούτων γὰρ οὖτω πεπραγμένων εἰκότως ἦμῶν καὶ ἤ τικν γὰρ μον ἄρμινέ | τέλειον | ἐσται the final statement seems to encapsulate the shift from attributing importance to property to the marital link per se.

In brief, the majority of petitions was submitted by women claiming their dowry (or part of it) which had been appropriated by their ex-husbands. These women may have been abused, sometimes brutally. However, and most significantly, they never asked that their marriage be dissolved. Their claims were satisfied either with the actual return of the dowry or with the execution of a court’s decision on the husband’s property. The marriage instrument was the legal basis of any claim. Any complaint was brought, usually, to the στρατηγός, or taking into account particular circumstances, to the relevant official; in the course of time we see that the confidence of the people in the administration of justice was eroded and individuals applied to the higher echelons of the administration in the hope of a settlement.

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36 ERDMANN (1941), pp. 56-7 claims that this phrase does not refer to the restoration of the marriage but to the satisfaction of the claimant if her case is accepted. However, the word τύπος in early Byzantine Egypt designates a decision taken by judicial authorities. According to TAUBENSCHLAG (1955), p. 494, such τύποι were passed by the municipal proximiti, who acted as police officers. Cf. PSI VIII 876, 15-16; SB IV 7449; VI 9239.