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Herwig Maehler

GREEK, EGYPTIAN AND ROMAN LAW*

GREEK, EGYPTIAN (DEMOTIC) AND LATIN papyrus texts from Egypt have given us insights into a very important area of ancient civilization: the application of ancient law. Thanks to them, Graeco-Roman Egypt is the only part of the Ancient World where legal theory and practice, or rather legal principles and their application in everyday life, can be studied in a substantial body of evidence, and has indeed been studied, especially in Germany and in Italy, over the past hundred years. Over this period, one can see an interesting shift of emphasis in research. In the first comprehensive papyrological handbook, Ludwig Mitteis' *Grundzüge, Juristischer Teil* of 1912,¹ one finds a full discussion of hellenistic Greek law and the innovations and modifications which were introduced under Roman rule, but hardly anything about native Egyptian law; the only exception is a brief excursion into Egyptian sales contracts.² Mitteis had two valid reasons for his abstinence: (i) He was not able to read Egyptian

* Revised version of a paper presented on 17 July 1998 to a conference, held at the British Academy in London, to mark the centenary of the first volume of *The Oxyrhynchus Papyri*. In revising and updating this paper I have had invaluable help on matters concerning the Egyptian demotic evidence from Mr C. J. MARTIN (London), who has saved me from errors and supplied many of the bibliographical references; I am extremely grateful for his generous contribution. For the views expressed here I alone am responsible. I also thank Dr Jakub URBANIK for his helpful criticisms.

¹ L. MITTEIS, *Grundzüge und Chrestomathie der Papyruskunde, Juristischer Teil*, Leipzig 1912.

² MITTEIS, *Grundzüge* (cit. n. 1), pp. 166–172.

(demotic) himself, and (2) very few demotic documents had been published by the time he wrote his handbook. As a result, he saw Graeco-Roman Egypt, from a legal perspective, mainly as a battleground for Hellenistic versus Roman law; this was already reflected in the title of his earlier and, for a long time, influential book *Reichsrecht und Volksrecht* of 1891.³ In the meantime, however, much more demotic material has been published and studied from a legal point of view, which has made it possible to ask how Hellenistic laws and legal concepts compare with native Egyptian ones, and whether they influence each other over the three centuries of Ptolemaic rule before the Romans take over and create a new situation, and if they do influence each other, in what areas, up to what point, and in what way. We can now see much more clearly than Mitteis could a hundred years ago how the encounter of different civilizations and legal traditions affects the legal concepts and their application in everyday life. During the millennium between Alexander's conquest and the Arab conquest of Egypt, we can observe and study two such encounters: first that of Hellenistic with Egyptian law, and later the encounter of Hellenistic Greek and Egyptian law with Roman legal concepts which begin to make themselves felt, gradually and sporadically, from the first century AD onwards, more generally after the introduction of the *Constitutio Antoniniana* in AD 212, and much more forcefully after Diocletian and Constantine.

It is these encounters and their consequences which I would like to discuss in this paper, which will therefore be divided into a mainly Ptolemaic and a mainly Roman part. Oxyrhynchus has, of course, played a major part, in this area as in most others, as it has provided a large proportion of the documentary evidence in Greek and, to a lesser extent, in Latin, covering mainly the Roman and early Byzantine periods. But it would obviously not make sense here to focus only on texts found at Oxyrhynchus, especially as some of the most interesting texts were found in places other than Oxyrhynchus, such as the Fayûm, or Hermopolis, or Upper Egypt. For example, the most important single source text for

³ MITTEIS, *Reichsrecht und Volksrecht in den östlichen Provinzen des römischen Kaiserreichs*, Leipzig 1891; see H.-J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemäer und des Prinzipats I. Bedingungen und Triebkräfte der Rechtsentwicklung*, München 2002, p. 9.

Egyptian law is the famous case-book from Hermopolis published by Gérard Mattha and George R. Hughes as *The Demotic Legal Code of Hermopolis* in 1975,⁴ whereas its counterpart for Roman provincial law, the equally famous *Gnomon* of the Idios Logos, which is also not a 'legal code'⁵ but a collection of additions to a book of instructions, a *liber mandatorum*, by the emperor Augustus, comes from the Fayûm (Theadelphia).

I shall now try to give an outline first of the relationship between native Egyptian and immigrant Greek law with reference to the following areas (in this order): (1.) Law of persons, (2.) Possession and ownership, (3.) Law of obligations, (4.) Marriage law, (5.) Inheritance law (but not criminal law because the evidence for that is still somewhat patchy and has not been properly explored).⁶

The population of Ptolemaic Egypt was divided into 'Greeks', including Macedonians, non-Greeks (i.e. Egyptians, Syrians, Jews, Nubians etc.), and slaves. Slavery had existed in Pharaonic Egypt and sales of slaves are attested in several abnormal hieratic and early demotic contracts,⁷ one

⁴ 'Legal code' is a misnomer because the text only lists special, exceptional or peculiar cases, not the normal and straightforward ones that one would expect to find in a law code. The text, first published by G. MATTHA & G. R. HUGHES, *The Demotic Legal Code of Hermopolis West* (*Bibliothèque d'étude* 45), Le Caire 1975, has attracted a vast bibliography, for which see K. DONKER VAN HEEL, *The legal Manual of Hermopolis*, Leiden 1990, pp. VII–VIII; WOLFF, *Recht* (cit. n. 3), pp. 49–50 ft. 60. The most recent discussion and bibliography for the Hermopolis Legal Manual can be found in S. L. LIPPERT, *Ein demotisches juristisches Lehrbuch: Untersuchungen zu Papyrus Berlin P 23757 rto* (*Ägyptologische Abhandlungen* 66), Wiesbaden 2004, pp. 153–159.

⁵ 'Gnomon' is also a misnomer! The text was first published by W. SCHUBART as *BGU* v 1210, Berlin 1919, with commentary by W. Graf UXKULL-GYLLENBAND, *BGU* v 2, Berlin 1934; republished by S. RICCOBONO, *Il Gnomon dell'Idios Logos*, Palermo 1950; see also IDEM, *Das römische Reichsrecht und der Gnomon des Idios Logos*, Erlangen 1957. On the question of its sources, see WOLFF, *Recht* (cit. n. 3), pp. 46–47 ft. 47.

⁶ See H. J. WOLFF, *Vorlesungen über juristische Papyruskunde*, Berlin 1998, p. 116. On Pharaonic penal law of the Middle Kingdom, see B. MENU, *Recherches sur l'histoire juridique, économique et sociale de l'ancienne Égypte* I, Versailles 1982, pp. 140–167; H. WILLEMS, 'Crime, Cult and Capital Punishment (Mo'alla Inscription 8)', *JEA* 76 (1990), pp. 27–54; S. REDFORD, *The Harem Conspiracy: The Murder of Ramesses III*, Illinois 2002, pp. 117–132; W. BOOCHS, s.v. 'Strafen', [in:] *Lexikon der Ägyptologie* VI 68–72 with bibliography.

⁷ E. SEIDL, *Rechtsgeschichte Ägyptens der Saïten- und Perserzeit*, Glückstadt 1968, p. 51; B. MENU, 'Les rapports de dépendance en Égypte à la Basse Époque', [in:] *Recherches* I (cit. n. 6), pp. 184–199; E. CRUZ-URIBE, 'Slavery in Egypt during the Saite and Persian Periods',

of which⁸ ends with a declaration by the young man who is being sold that he is content with being sold to the purchaser and that he does not contest being a slave. However, we also find contracts where slaves are ‘sold’ for a fixed term; the purpose of those ‘sales’ seems to have been not a real transfer of ownership, but security for a loan. The question whether or not it was legal for a free person to sell himself into slavery, for instance in return for cancellation of debts, is still controversial for the period before Alexander. Under the Ptolemies, at any rate, this was almost certainly illegal; this follows from a demotic contract dated 42 BC, of which the Greek translation survives,⁹ where one woman agrees to enter the service of another woman for 99 years: we are clearly talking about self-sale into slavery here, but the fact that the terms δοῦλη and δουλεύειν are avoided and the transaction is disguised as a ‘service’ contract suggests that it was against the law.

Slavery as such was legal under Ptolemaic as under Egyptian law; yet slaves were not without rights: they were able to make contracts,

RIDA 29 (1982), pp. 47–71, who states that a slave (*b3k*) was not without rights, but retained control over his services to his master and over his property (p. 64); ‘a slave can have a profession and is entitled to compensation for his services’ (p. 65). For recent translations of the texts, cf. B. MENU, ‘Cessions de services et engagements pour dette sous les rois kouchites et saïtes’, [in:] *Recherches sur l’histoire juridique, économique et sociale de l’ancienne Égypte II (Bibliothèque d’Étude* 122), Le Caire 1998, pp. 369–383.

⁸ P. Bibl. Nat. 223 (517/6 BC), published by M. MALININE, *Choix de textes juridiques* 1, Paris 1953, no. 8; republished with translation by M. MALININE & J. PIRENNE, *Archives d’histoire du droit oriental* 5 (1950–51), no. 38, and by P. W. PESTMAN, *Les papyrus démotiques de Tsenhor (P. Tsenhor): Les archives privées d’une femme égyptienne du temps de Darius I^{er}* (*Studia Demotica* 4) 1, Leuven 1994, pp. 63–66 (text 8). The young man is present at the transaction (which is unique) and recorded as having said ‘Write and carry out every word mentioned above: my heart is satisfied with it. I am your slave with my children and everything that belongs to us and everything that we shall acquire; they shall not be free with regard to you, for all times.’ PESTMAN thinks it unlikely that such a declaration was a legal requirement (p. 66).

⁹ *PSI* v 549 (42/1 BC), republished with translation and commentary in R. SCHOLL (ed.), *Corpus der ptolemäischen Sklaventexte* 1, Stuttgart 1990, no. 16; see R. TAUBENSCHLAG, ‘Das Sklavenrecht im Rechte der Papyri’, *Opera Minora* II, Warszawa 1959, pp. 223–257 (on *PSI* 549, pp. 229–230); E. SEIDL, *Ptolemäische Rechtsgeschichte*, Glückstadt 1962 (2 ed.), p. 105; H. HEINEN, ‘Ägyptische und griechische Traditionen der Sklaverei im ptolemäischen Ägypten’, [in:] H. MAEHLER & V. M. STROCKA (eds.), *Das ptolemäische Ägypten*, Mainz 1978, p. 230. SCHOLL is sceptical as to whether this really implies slavery, see *Legal Documents* (cit. n. 27), pp. 154–155.

e.g. marriage contracts, to join associations, to buy and to sell. Slaves born in the house (*οἰκογενεῖς*) could not be sold abroad, and their owners' power to punish them was limited by law.¹⁰

The distinction between the other two groups, 'Greeks' and 'non-Greeks', was relevant only to legal procedure. In the third century BC there was a Greek court in Egypt, the *δικαστήριον*, which dealt with legal cases concerning Greeks, Macedonians and other foreign communities such as Thracians and Jews,¹¹ whereas quarrels among Egyptians were dealt with by the native courts, the *λαοκρίται* (a committee of three, usually three Egyptian priests).¹² The Greek *δικαστήριον* is last attested in 218 BC,¹³ after which time it seems to have disappeared. Its functions were taken over by the *χρηματισταί*, the King's agents, who appear as a regular court in the 2nd and 1st centuries in all the major towns. In 118 BC, the royal decree *P. Tebt.* 15 states (lines 207-220) that it is not the litigants' ethnicity which determines which court shall deal with their quarrel, but the language of the contract from which the quarrel arose in the first place: if it was in Greek, the *chrematistai* will look into it; if it was in demotic, the Egyptian *laokritai* will be responsible.¹⁴ This was obviously a significant departure from the practice of the third century; the reason for it, and also for the disappearance of the Greek *dikasterion*, must have been the ever-increasing difficulty of distinguishing Greeks from Egyptians. After two centuries of coexistence, cohabitation and intermarriage, it must have become impossible in most cases to tell them apart, except

¹⁰ See above, note 7; cf. SEIDL, *Ptol. Rechtsgeschichte* (cit. n. 9), p. 106 on *P. Lille* 1 29.13-16, republished in SCHOLL, *Corpus* 1 (cit. n. 9), no. 1; SCHOLL argues that this does not necessarily imply a general ban on the export of slaves, but applies only to slaves who are involved, or whose presence is required, in a court-case.

¹¹ H. J. WOLFF, *Das Justizwesen der Ptolemäer*, München 1970 (2 ed.), pp. 37-48; S. ALLAM, 'Egyptian law courts in Pharaonic and Hellenistic times', *JEA* 77 (1991), pp. 109-127 with bibliography.

¹² WOLFF, *Justizwesen* (cit. n. 11), pp. 48-53.

¹³ *P. Ent.* 21.11; 32.16, &c.; see WOLFF, *Justizwesen* 47 (cit. n. 11), n. 39.

¹⁴ *P. Tebt.* 15 = M.-Th. LENGER, *Corpus des ordonnances des Ptolémées*, no. 53, lines 207-220; reprinted in A. S. HUNT & C. G. EDGAR, *Select Papyri* II 210; cf. J. MODRZEJEWSKI, 'Chrémistes et laocrites', [in:] *Le monde grec: Hommage à Claire Préaux*, Bruxelles 1975, pp. 699-708; SEIDL, *Ptol. Rechtsgeschichte* (cit. n. 9), pp. 12-14.

in traditionally Greek circles like the cleruchs and the educated and wealthy middle classes in some cities.

The most important area of Egyptian and Greek private law under the Ptolemies is possession and ownership. It concerns cattle, houses, and above all land, which is all, in principle, the King's property, but in practice leased to various groups of farmers. The demotic evidence from Upper Egypt shows that next to royal land and temple land, smallholdings of private land existed throughout the Ptolemaic period.¹⁵ The Greek evidence, however, most of which comes from the Fayûm, shows that most of the land outside the two main categories of royal and temple land was allocated to military settlers or *klerouchoi*, whereas privately owned land ($\gamma\eta \ i\delta i\omega k\tau\eta\tau o\sigma$) is attested only sporadically. In itself, however, the concept of private ownership was familiar to both Egyptian and Greek legal thinking. I have mentioned Egyptian sales of slaves; we also find sales of animals in both demotic and Greek;¹⁶ beyond that, Egyptian law also allowed the sale of offices, chiefly priestly offices, which in practice meant the income from funeral endowments. Although this kind of transaction seems to have been alien to classical Greek law, the Ptolemies adopted the practice: in 223 BC, we find priesthoods offered for sale at a government auction.¹⁷

One interesting difference between Greek and Egyptian sales concerns the way they are recorded. Egyptian sales are usually documented by two separate declarations, (1) a receipt which says 'you have satisfied my heart ...', or 'My heart is content with what you have given me ...', but the price is not specified; and (2) a declaration that the vendor does not intend to challenge the sale; he says something like 'I am far from you with regard to X' (X being the object of the transaction). As the price is not stated, this kind of document can be used for transactions where no money or equivalent changes hands, e.g. donations, and also in marriage agreements, as we shall see. In this respect Egyptian law was more flexible than Greek law.

¹⁵ See J. MANNING, *Land and Power in Ptolemaic Egypt*, Cambridge 2003, pp. 88–90; 177–178; 182 ff.

¹⁶ SEIDL, *Ptol. Rechtsgeschichte* (cit. n. 9), p. 58; E. CRUZ-URIBE, *Saïte and Persian Demotic Cattle Documents (American Studies in Papyrology 26)*, Chico, CA 1985, reviewed by S. P. VLEEMING in *BiOr* 42 (1985), pp. 508–525.

¹⁷ *P. Eleph.* 14 = *Sel. Pap.* II 233.

Greek sale contracts, by contrast, state that 'X has sold (*ἀπέδοτο*) to Y', or 'Y has bought (*ἐπρίατο*) from X', and always mention the exact sum which has been paid. From a Greek point of view, this is the crucial element, not the handing over of the object (the Romans saw it differently – more about them below). However, for the sale to become valid and legally binding, it had to be registered by the *ἀγορανόμος*,¹⁸ this registration is called *καταγραφή*.¹⁹

Now, what happened if either the object changes hands but payment of the price is promised for later (sale on credit), or the money is paid but delivery of the object is promised for later (deferred delivery)? In either case, one of the parties to the agreement enters into an obligation to the other one. How do Egyptian contracts cope with this situation?²⁰

It seems that neither Egyptian nor, originally, Greek contracts were suited to these more advanced forms of sale. A Greek sale on credit could be drawn up as a normal sale contract, including the vendor's acknowledgement that he has received payment of the price (which he has not), but at the same time a loan agreement would be made to cover the sales price. There is one document from Dimê (Soknopaiu Nessos) of year 36 of Augustus which combines both a loan (*δάρειον*) of 72 Drachmas and a sale (*πράσις*) of a donkey; the persons involved are Egyptians, the spelling is atrocious.²¹ This may be a translation of a demotic contract; there is a demotic docket which has not yet been deciphered. In fact, in demotic documents sales on credit would be handled in the same way, except that the Greek terms *δάνειον*, *δάνειξειν*, *δόθεῖλειν*, &c. had no equivalent in Egyptian. Instead, the debtor declares 'It belongs to you what is with me ...'. However, this formula is not confined to loans; it is also used to

¹⁸ On the *agoranomos* see P.W. PESTMAN, 'L'agoranomie: un avant-poste de l'administration grecque enlevé par les Égyptiens?', [in:] *Das ptolemäische Ägypten* [n. 9] 203–210; IDEM, 'Agoranomoi et actes agoranomiques: Krokodilopolis et Pathyris, 145–88 av. J.-C.', [in:] *Pap. Lugd. Bat.* 23, Leiden 1985, 9–44.

¹⁹ See WOLFF, *Das Recht der griechischen Papyri Ägyptens II. Organisation und Kontrolle des privaten Rechtsverkehrs*, München 1978, pp. 190–197 with bibliography.

²⁰ See MENU, *Recherches I* (cit. n. 6), pp. 312–317 with reference to the three Brooklyn papyri published by R. H. PIERCE in *Symbolae Osloenses, Suppl.* 24 (1972); they have been republished by P. W. PESTMAN, J. QUAEGEBEUR & R. L. VOS, *Recueil de textes démotiques et bilingues*, Leiden 1977, I–III, texts 4–6 (translations in vol. II, pp. 42–65).

²¹ BGU I 189 = MCbr. 226.

acknowledge receipt of an inheritance (by a son to his father, *P. Ryl. dem.* 21). This difference is extremely interesting, because it illustrates that the concept of ‘obligation’, which is such an essential element in Greek and Roman (and hence, European) private law was alien to Egyptian legal thinking. Instead, Egyptians think in terms of ownership; even in cases where somebody promises to do or not to do something, he will say ‘It belongs to you against me (i.e., ‘I am responsible to you to ...’) that I shall do X’.²² The clumsiness of these *formulae* suggests that they were archaic; in this respect, Egyptian law had not kept pace with more advanced forms of business. A speculative attempt to account for this will be offered at the end of this paper.

An interesting feature of loans in kind is the so-called *ἡμιολία*, or surcharge of 50% on the amount of the loan. This surcharge is found already in pre-Ptolemaic demotic contracts,²³ where it is neither interest determined by the duration of the loan, nor a penalty for default. In this sense, the fifty-percent surcharge also appears in Greek loans in kind from the 2nd century BC and sporadically into the 5th century AD.²⁴ It is an Egyptian feature, adopted by Greek notaries but fundamentally different from the Greek concept of *ἡμιολία*, which is that of a penalty for default, common also in Greek loans of money.²⁵ Even though in Greek contracts the same term is used for both, the two should not be confused.²⁶

The areas where Egyptian and Greek law differ most are marriage and inheritance. Demotic marriage agreements do not speak about marriage but only about financial arrangements, always designed to safeguard

²² SEIDL, *Ptol. Rechtsgeschichte* (cit. n. 9), p. 53 and 114; P. BM 10500.

²³ E. SEIDL, ‘Das Getreidedarlehen nach den demotischen Papyri’, [in:] *Daube noster*, Edinburgh 1974, pp. 301–303; P. W. PESTMAN, ‘Loans bearing no interest?’, *JJP* 16–17 (1971), pp. 7–29 on *P. dem. Adler* 4 (110/9 BC), where the debtor says ‘You have with us (i.e., ‘we owe you’) 30 <keramia> of wine in the name of the wine you gave us, whilst their addition (i.e., the interest) is included in them: we shall give them <back> to you.’

²⁴ E.g., *P. Tebt.* 1 110 (92 or 59 BC); they are discussed by N. LEWIS, ‘The meaning of *ἡμιολία* and kindred expressions in loan contracts’, *TAPA* 76 (1945), pp. 126–139; see the list on pp. 128–129 n. 14; H. KÜHNERT, *Zum Kreditgeschäft in den hellenistischen Papyri Ägyptens bis Diokletian*, Diss. Freiburg 1965, pp. 50–54.

²⁵ E.g., *PSI* IV 321 (274/3 BC; 389 (243/2 BC); see KÜHNERT, *Kreditgeschäft* (cit. n. 24), pp. 70–77.

²⁶ WOLFF, *Recht* 1 (cit. n. 3), p. 92.

the wife's (and, usually, the future children's) economic interests.²⁷ They are nearly always²⁸ declarations by the husband to his wife, and they come in three different types:

- (1.) The maintenance agreement combined with the husband's acknowledgement of the wife's claim to his property. The maintenance agreement confirms that the husband has received payment, sometimes a substantial sum, in return for which he will maintain his wife, so she is now entitled to maintenance (i.e. food and clothing allowances) by her husband, which puts her in a strong position. The fact that the husband has had to pledge all his property, present and future, as security for his obligations means that divorce could be very expensive for him.
- (2.) The maintenance agreement alone (*συγγραφὴ τροφῖτις*) is more common. In most cases, the sum involved is 21 silver *deben*. Whether this was fictitious or the sum actually paid, we have no way of telling.
- (3.) In a number of documents, the husband declares himself satisfied with the dowry (jewellery and clothes, *φερνὴ σὺν ἴματισμῷ*) which the woman has brought into the house but adds that it will remain *her* property, which he will administer. But in spite of (apparently) not having received any payment that could be regarded as 'money for living' (*s-nb*), he still promises specified annual or monthly allowances of food, oil, and money which he will give her, and that all his property, present and future, will belong to the children who may be born to them, so that no part of it may be sold to anyone else, unless the wife or children give their consent.

²⁷ See E. LÜDDECKENS, *Ägyptische Eheverträge*, Wiesbaden 1960; P. W. PESTMAN, *Marriage and Matrimonial Property in Ancient Egypt (Papyrologica Lugduno-Batava 9)*, Leiden 1961; SEIDL, *Ptol. Rechtsgeschichte* (cit. n. 9), pp. 170 ff.; H. S. SMITH, 'Marriage and family law', [in:] M. GELLER & H. MAEHLER (eds.), *Legal Documents of the Hellenistic World*, London 1995, pp. 46–57; C. J. MARTIN, 'Marriages, wills, and leases of land: some notes on the *formulae* of demotic contracts', *ibidem*, pp. 58–78; H. MAEHLER, 'La posizione giuridica della donna nell'Egitto tolemaico', *Quaderni di Storia* 30 (1989), pp. 5–24; U. YIFTACH-FIRANKO, *Marriage and Marital Arrangements*, München 2003.

²⁸ In some early texts, however, the agreement is between the husband and the father of the bride, see PESTMAN, *Marriage* (cit. n. 27), p. 12.

The three types differ mainly with regard to the wife's contribution. If it was substantial (if, perhaps, her family was wealthier than her husband's), she will be legally entitled to her allowances, her husband's property will be pledged as security, and she will be able to choose whether and when to ask for the return of her contribution. If she contributes little or nothing, the husband will still offer her a small wedding gift as well as food and clothing allowances, but he will not pledge his property as security to her.²⁹ Financially, she is fairly secure: while the marriage lasts, she is entitled to maintenance; if it breaks down, she will in any case retain ownership of her dowry and any wedding gifts, plus a certain sum as compensation or one third of the husband's property, as well as one third of any possessions acquired jointly during their marriage, and if she had given him an endowment, she will get that back as well. The latest demotic contract of this type³⁰ is dated 86 BC, which proves that the strong legal and economic position which Egyptian women enjoyed in relation to their husbands was not weakened but remained unchanged right down to the first century BC.

How does this compare with the contracts in Greek? If one takes the famous marriage contract from Elephantine of 310 BC as a typical example of an agreement between Greeks,³¹ reflecting (probably, in this case) the city law of Kos (where the bride's parents had come from), and compares this to the demotic evidence, one notices some striking differences. First of all, the Elephantine contract is not a declaration by husband to wife, or an agreement between them, but an agreement between the bride's father and his son-in-law, who will between them decide where the young couple are going to live (the bride had no say in this matter). The husband, Herakleides, agrees to maintain his wife properly, but nothing is said about her having a legal and enforceable claim to regular allowances. Another obvious difference is the emphasis on moral conduct. Nothing

²⁹ In other contracts, however, it is explicitly stated that the husband can initiate the divorce and pay the wife, see SMITH in *Legal Documents* (cit. n. 27), p. 51.

³⁰ P. Cairo 50129 = LÜDDECKENS, *Eheverträge* 51; cf. MARTIN in *Legal Documents* (cit. n. 27), pp. 66–67.

³¹ P. *Eleph.* 1 = *Sel. Pap.* 1 1; reedited by J. J. FARBER, [in:] B. PORTEN with J. J. FARBER, C. J. MARTIN, G. VITTMANN & al., *The Elephantine Papyri in English: Three Millennia of Cross-Cultural Continuity and Change*, Leiden 1996, pp. 408–410 (text D2); cf. R. KATZOFF, 'Hellenistic marriage contracts', [in:] *Legal Documents* (cit. n. 27), pp. 37–45.

is said about divorce, but the implication must be that if Demetria, the wife, behaves herself so badly that Herakleides decides to divorce her, she will forfeit her dowry; if Herakleides misbehaves himself and she demands divorce, he has to return the dowry or its cash value, plus the same amount again as compensation or penalty. But what would happen if Demetria did nothing shameful to harm her husband's reputation, but simply sought a divorce because she had fallen in love with someone else? This possibility is often mentioned in Egyptian divorce contracts as the 'normal' motive for divorce.³² The Elephantine text says nothing about this, we cannot even be sure that it was possible; no provision is made for any children either.

Later Greek contracts show some significant modifications. *P. Tebt.* I 104 of 92 BC is an interesting example.³³ The main differences, with regard to both the Elephantine contract and some later Greek marriage contracts, such as *P. Oxy.* III 496 (AD 127), are:

- (1.) the acknowledgement is made by Philiskos, the husband, to his wife, Apollonia, not to her father;
- (2.) husband and wife shall jointly administer their joint property;
- (3.) Philiskos shall not be allowed to sell any part of it to the disadvantage of Apollonia; this clause makes sense only on the assumption that the joint property was treated as security for the dowry ($\phi\epsilon\rho\nu\eta'$) which in turn was the wife's guarantee for her maintenance allowances, as in the demotic agreements;
- (4.) the clause about the wife's misconduct is more explicit: she is not to spend a night or a day away from her house without the husband's consent, she is not to have affairs with other men, &c.;
- (5.) if the wife seeks a divorce,³⁴ she gets the dowry back; if her ex-husband will not or cannot return it, there will be an additional 50% penalty for him to pay. Again, no mention is made of any children. Most of the later Greek marriage contracts follow this pattern.

³² See PESTMAN, *Marriage* (cit. n. 27), pp. 60–79.

³³ *P. Tebt.* I 104 = *Sel. Pap.* I 2 (92 BC); see Katzoff in *Legal Documents* (cit. n. 27), pp. 39 and 42.

³⁴ YIFTACH-FIRANKO, *Marriage* (cit. n. 27), pp. 197–219.

The first three points where *P. Tebt.* 1 104 differs from the Elephantine text are familiar from the demotic agreements. The obvious conclusion must be that some Greek notaries adopted the form of the Egyptian agreement (i.e., declaration of husband to wife) as well as the central idea (i.e., to regard the husband's maintenance commitment as a kind of interest due on the capital sum he had received, the *φερνή* or *s-njb*, which remained the wife's property), and therefore, as a logical consequence, the husband's property is pledged to his wife as security for her maintenance. He cannot sell without her consent.³⁵ This is clearly an Egyptian concept.

In *substance*, however, the wife is worse off in the Greek agreements, in that in case of misconduct, she may lose the dowry (in the demotic contracts, this always remains the wife's property), she does not receive any wedding gifts and, above all, her freedom is restricted in a way in which her husband's is not, particularly by those 'moral' clauses about not spending a night away from home. If the wife seeks a divorce, she will not be entitled to any part of her property except the dowry; there is no question of her receiving any part of her husband's property. If the marriage is dissolved through the husband's misconduct, the wife's compensation will be the return of the dowry plus an additional 50 % of its value (half the amount stipulated in the Elephantine contract). Her allowances are not specified: they will be provided 'in proportion to their means'.³⁶ But the most striking difference is the stipulation that the wife must obey her husband as a wife should:³⁷ no self-respecting Egyptian woman would have accepted that! In fact, Diodoros claims that in Egyptian families, it was the other way round: husbands agreed that they would always obey their wives.³⁸

The differences between Greek and Egyptian family law must have led to all kinds of problems where the status of a woman was not clearly

³⁵ *P. Tebt.* 1 104.23 μηθὲν ἔξαλλοτριοῦν.

³⁶ *P. Tebt.* 1 104.18 κατὰ δύναμιν τῶν ὑπαρχόντων αὐτοῖς.

³⁷ *P. Tebt.* 1 104.14–15 πειθαρχούσα αὐτοῦ ὡς προσῆκον ἐστιν γυναικα ἀνδρός.

³⁸ Diod. 1 27 ἄπαντα πειθαρχήσειν τῇ γαμονένῃ. On the privileged status of women in Pharaonic Egypt see MENU, *Recherches* II (cit. n. 7), pp. 43–61; S. ALLAM, 'Women as Holders of Rights in Ancient Egypt', *JESHO* 32 (1990), pp. 1–34; J. H. JOHNSON, 'The Legal Status of Women in Ancient Egypt', [in:] A. K. CAPEL & G. E. MARKOE (eds.), *Mistress of the House, Mistress of Heaven. Women in Ancient Egypt*, New York 1996, pp. 175–186 and 215–217.

defined, for instance if an Egyptian woman had married a Greek, or if she was a hellenized Egyptian with two names, like both the mother and the wife of Dionysios son of Kephalâs.³⁹ Another interesting case of a ‘mixed’ marriage is the demotic marriage agreement between Melas, son of Apollonios, who is described as a Greek (*Wjnn*), and Senobastis, daughter of Ptolemaios.⁴⁰ To all those women – and their number became quite large in the second and first centuries BC – it must have seemed much more advantageous to be married under Egyptian law, and that may explain, at least in part, the strong preponderance of Egyptian names among women in Ptolemaic family trees where the males have either Greek names or double names. For men, it was socially desirable to be regarded as ‘Ελλήνες. For women, by contrast, who play a prominent role in private business but only rarely have to address the Greek-speaking authorities, there was far less incentive to become hellenized; on the contrary, their personal freedom and material security were much better safeguarded if they married under Egyptian law and remained Egyptians, and so they did.

While at least some Greek marriage agreements seem to adopt the form and, up to a point, the basic idea of Egyptian contracts, testaments show the opposite tendency. Egyptians had always had the right to distribute *post mortem* their property among their family, sometimes in equal shares, more often giving the eldest son a double share. But they normally did this in clauses in marriage agreements or divisions of property, because Egyptian law did not have a special form of document that could be called a ‘will’ or ‘testament’.⁴¹ So far, only three demotic agreements have been published which are, in fact, wills, even though they are phrased as sales or donations.⁴² The latest of these, P. Moscow 123, dated

³⁹ On whom see N. LEWIS, *Greeks in Ptolemaic Egypt*, Oxford 1986, pp. 124–139; his archive has been republished by E. BOSWINKEL & P. W. PESTMAN, *Les archives privées de Dionysios, fils de Kephalas (Papyrologica Lugduno-Batava 22)*, Leiden 1982.

⁴⁰ P. BM 10394 = LÜDDECKENS, *Eheverträge* (cit. n. 27), 18; republished by PESTMAN, QUAEGEBEUR & VOS, *Recueil* (cit. n. 20), 7 (translation and notes: II pp. 66–72).

⁴¹ See W. CLARYSSE, ‘Ptolemaic wills’, [in:] *Legal Documents* (cit. n. 27), 95–98; P. W. PESTMAN, ‘The Law of Succession in ancient Egypt’, *Essays on Oriental Laws of Succession (Studia et documenta ad ius orientis antiqui pertinentia 9)*, Leiden 1969, pp. 58–77.

⁴² P. Brit. Mus. IV 1 (P. BM 10026) (Thebes, 265/4 BC); P. Innsbruck dem. (now P. Wien 9479) = P. Bürgsch. 737 (Memphis, 75 BC); see also MARTIN [in:] *Legal Documents* (cit. n. 27),

69 BC, is addressed by the testator to his eldest son: 'I have given to you and ... your younger brothers ... my possessions,' (then follows an inventory of his property, including 'everything that I shall acquire'), '... they belong to you ... to each of you respectively, after <the end of> my life.' So this agreement is a *donatio post mortem*,⁴³ the clauses of which are clearly influenced by those of Greek wills, but the eldest son receives a double share of the estate, which conforms to Egyptian practice.⁴⁴ Greek wills, *διαθήκαι*, in Egypt also tend to safeguard the rights of children to the estate of their parents already during the parents' lifetime, and Willy Clarysse, who has most recently studied the Ptolemaic wills in both Greek and demotic, considers 'the Greek and demotic documents ... as exponents of one and the same legal view, namely the Egyptian legal view'.⁴⁵

In the light of the examples discussed so far, it cannot be denied that legal practice in Egypt developed as a result of the interaction of Egyptian and Greek legal thinking. Its result must have been a complex and confusing accumulation of Greek city laws, native legal practice and traditions (the *νόμοι τῆς χώρας*, in Modrzejewski's interpretation),⁴⁶ and forms which resulted from a combination of both, such as the later Greek marriage agreements and the demotic wills referred to above. Well into the 2nd century AD, Egyptian laws (the *νόμοι τῆς χώρας*) were referred to, and evidently regarded as legally binding. It is therefore very unlikely that

pp. 60 and 71; P. Moscow dem. 123, published by M. MALININE, *Revue d'Égyptologie* 19 (1967), pp. 67–85 (Panopolis, 69 BC); cf. MARTIN [in:] *Legal Documents*, pp. 59–60 and 72–73. All three are discussed by CLARYSSE [in:] *Legal Documents*, pp. 96 f.

⁴³ This is also true of P. Innsbruck dem. (= P. Wien 9479), see CLARYSSE [in:] *Legal Documents* (cit. n. 27), p. 96.

⁴⁴ See P. W. PESTMAN, "Inheriting" in the Archive of the Theban Choachytes (2nd cent. BC), [in:] S. P. VLEEMING (ed.), *Aspects of Demotic Lexicography: Acts of the Second International Conference for Demotic Studies (Studia Demotica 1)*, Leiden 1987, pp. 61–62 and C. J. EYRE, 'The Adoption Papyrus in Social Context', *JEA* 78 (1992), pp. 207–221, esp. 215–217; Eyre argues that the heir (*jw'w*), as the successor to the position and function of his father as head of the family, had the duty to serve and provide for his father during his lifetime, 'but also explicitly after his death to bury and maintain the cult of his father, from his heritage' (p. 215).

⁴⁵ CLARYSSE in *Legal Documents* (cit. n. 27), p. 98.

⁴⁶ J. MODRZEJEWSKI, 'La règle de droit dans l'Égypte ptolémaïque', [in:] *Essays in Honor of C. Bradford Welles (American Studies in Papyrology 1)*, New Haven 1966, p. 162; IDEM, 'Law and Justice in Ptolemaic Egypt', in *Legal Documents* (cit. n. 27), p. 7.

Greek and Egyptian private law ever merged and gradually evolved into a common Ptolemaic or Graeco-Egyptian legal system. This did not, however, rule out reciprocal interaction in particular areas.⁴⁷

This was the situation which the Romans inherited in 30 BC. How did they react to it, given that their own legal system was very different, both in theory and in practice, from Egyptian as well as from Hellenistic law? By and large, the Roman governors kept to the pragmatic and very sensible principle of non-interference in local traditions as long as Roman interests were not affected. Roman law applied only to Roman citizens. For example, Roman testaments had to be drawn up in Latin throughout the first two and a half centuries of Roman rule in Egypt; it was not until about AD 235 that the emperor Alexander Severus allowed wills to be drawn up in Greek and in a somewhat more relaxed form.⁴⁸ However, the increasing number of Graeco-Egyptians and other *peregrini* who became Roman citizens, mostly through service in the army or the navy, inevitably led to various degrees of reciprocal adaptation. One fascinating illustration of this is the so-called *Gnomon of the Idios Logos* (*BGU* v 1210), a collection of regulations of cases which could lead to fines collected by the *Idios Logos*, the public treasury. This is based on a *liber mandatorum* issued by Augustus and supplemented by subsequent emperors, governors, or treasury officials. The complete copy (in the Berlin collection) dates from about AD 150–160, but in 1974 an Oxyrhynchus papyrus was published⁴⁹ which contains, in one column, seven paragraphs of it in almost identical form; this is written in a first-century hand, so it seems that this collection, or most of it, existed already in the time of Claudius or Nero. The text has been analysed by Erwin Seidl with a view to identifying its Egyptian, Greek, and Roman components;⁵⁰ he came to the conclusion that the majority of these regulations reflect Egyptian law, a substantial part correspond to Greek law, a smaller part to Roman imperial law, and some of them were issued by the provincial administration and probably applied only to Egypt, not to other provinces.

⁴⁷ WOLFF, *Recht* (cit. n. 3), pp. 27–28.

⁴⁸ WOLFF, *Recht* (cit. n. 3), p. 134 with note 107.

⁴⁹ *P. Oxy.* XLII 3014.

⁵⁰ E. SEIDL, *Rechtsgeschichte Ägyptens als römischer Provinz*, St. Augustin 1973, pp. 13–30.

The presence of increasing numbers of Roman citizens in Egypt inevitably led to a slow expansion of Roman legal ideas and practice, already prior to the introduction of the *Constitutio Antoniniana* in AD 212.⁵¹ One interesting example is documented in the so-called ‘dossier of Dionysia’ in *P. Oxy.* II 237 of AD 186; col. VII quotes a decision by the Prefect, Flavius Titianus, of AD 128 in a law-suit against an irate father who had threatened to take his daughter away from her husband. The father’s legal counsel (*ρήτωρ*) declares that he ‘had used the power granted him by the laws’.⁵² Although these laws are referred to as ‘Egyptian’, this may actually reflect Greek (Athenian?) law, which gave fathers the *patria potestas* over their married children. Against this, the plaintiff’s counsel argues that ‘if the marriage has not been annulled, the father has no power either over the dowry or over the daughter whom he had given away’.⁵³ Now the Roman Prefect, Flavius Titianus, rules: ‘The crucial question is with whom the married woman wishes to live.’⁵⁴ This is amazing when one considers that

⁵¹ See R. TAUBENSCHLAG, ‘Geschichte der Rezeption des römischen Privatrechts in Ägypten’, *Opera minora* I, Warszawa 1959, pp. 206–207 [orig. published in *Studi Bonfante* I, Milano 1930, pp. 367–440] on *patria potestas* as reflected in papyrus documents from Roman Egypt, IDEM “Die *patria potestas* im Recht der Papyri”, *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte*, RA 37 (1916) 187–189 [= *Opera minora*, II, 273–275] which suggest that in Egypt the father’s *potestas* was not as absolute as it was in Rome.

⁵² *P. Oxy.* II 237, col. VII 27: *τῇ κατὰ τοὺς νόμους συνκεχωρημένη ἔξουσίᾳ κεχρῆσθαι*. In another precedent which Dionysia refers to, these *νόμοι* are explicitly called ‘Egyptian’ (*ὅτῶν Αἰγυπτίων νόμος*, col. VII 33). The first editors of this papyrus found it ‘curious that the native Egyptian law, which has generally been thought to be much more favourable to women than the Greek or the Roman law, should have contained so harsh a provision’ (note on col. VI 17). But in the 2nd century AD, *Aἰγύπτιοι* simply means ‘natives’ (*ἔγχώριοι*), i.e. all inhabitants except Roman and Alexandrian citizens, as E. BICKERMANN has shown (*APP* 9 [1930], pp. 40–42); see also J. MÉLÈZE-MODRZEJEWSKI, ‘La règle de droit dans l’Égypte romaine’, *Proceedings of the XIth International Congress of Papyrologists*, Toronto 1970, p. 332: ‘Aux yeux du juge provincial il n’y a, face au droit romain qui lui sert d’étalon de mesure, qu’une règle locale qualifiée par simplification égyptienne.’ This particular law may ultimately stem from Athenian legal practice, as N. LEWIS has argued (“*Aphairesis* in Athenian law and custom”, *Symposion* 1977, Köln 1982, 161–178).

⁵³ *P. Oxy.* II 237, col. VII 28–29: *ἐὰν ἀπερίλυτος ἦν ὁ γάμος, τὸν πατέρα μήτε τῆς προικὸς μηδὲ τῆς παιδὸς τῆς ἐκδεδομένης ἔξουσίαν ἔχειν.*

⁵⁴ *P. Oxy.* II 237, col. VII 29 διαφέρει παρὰ τίνι βούλεται εἶναι ἡ γεγαμημένη, cf. also col. VII 34–35 *Τειτιανὸν (...)* μὴ ἡκολουθητικέναι τῇ τοῦ νόμου ἀπανθρωπίᾳ ἀλλὰ τ[ῇ] ἐπι[νο]λ[α] τῆς παιδός. The prefect’s ruling anticipated that of the Emperor Antoninus Pius: *bene concor-*

under classical Roman law the father had lifelong *patria potestas* over his children; even so, the Prefect brushes aside the old law and creates a precedent: the woman herself decides. This is an interesting example of how governors were able to create Roman provincial law, which is different from traditional Roman law and may not apply in other parts of the Empire.⁵⁵

On the whole, however, Roman law had a very limited impact on Egypt during the first three centuries of Roman rule, even after the *Constitutio Antoniniana*. On the other hand, evidence for Roman classical legal texts in Latin being studied in Egypt does increase after AD 212.⁵⁶ *P. Oxy.* XVII 2103 is a beautiful copy of Gaius, written in the third century. But it is not until the fourth century and later that Roman juristic literature appears in substantial numbers of Latin papyri. After the time of Constantine we can see more evidence of the Romanization of native law in Egypt. This process has been discussed extensively in the scholarly literature in Italy and Germany by scholars like Erwin Seidl, Vincenzo Arangio-Ruiz and Hans-Julius Wolff; I cannot summarize their discussions here.⁵⁷ Instead, I would like to highlight one feature that has always been considered a typically Roman element: the stipulation clause ἐπερωτηθεὶς ὀμολόγησα which is first attested in *P. Oxy.* VI 905, a marriage contract of AD 170. What is supposed to be specifically Roman about this?

The most common forms of Roman contracts creating some form of obligation are *consensual* and *verbal* contracts. Consensual contracts are used e.g. for sales (*emptio-venditio*), or leases (*locatio-conductio*), whereas verbal contracts (*stipulatio*) imply a promise to give or to do something ('Leistungsversprechen'), which has to be confirmed by a question-and-

dans matrimonium separari a patre divus Pius prohibuit (Paulus, *Sent.* 5.6.15); cf. M. KASER, *Das römische Privatrecht* 1, p. 275.

⁵⁵ See H. J. WOLFF, 'Das Vulgarrechtsproblem und die Papyri', *Zeitschrift der Savigny-Stiftung RA* 91 (1974), p. 60 n. 18.

⁵⁶ R. TAUBENSCHLAG, *The Law of Graeco-Roman Egypt in the Light of the Papyri*, Warszawa 1955 (2 ed.), pp. 36–55; V. ARANGIO-RUIZ, 'L'application du droit romain en Égypte après la Constitution Antoninienne', *Bulletin de l'Institut d'Égypte* 29 (1948), pp. 83–130 (reprinted in *Studi epigrafici e papirologici*, Napoli 1974, pp. 258–294).

⁵⁷ E. SEIDL, *Rechtsgeschichte Ägyptens als römischer Provinz (Die Behauptung des ägyptischen Rechts neben dem römischen)*, St. Augustin 1973; ARANGIO-RUIZ, 'L'application' (cit. n. 56), pp. 83 ff.; H. J. WOLFF, 'Faktoren der Rechtsbildung im hellenistisch-römischen Ägypten', *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, RA* 70 (1953), pp. 20–57, esp. pp. 51 ff.

-answer formula of the type *spondesne/spondeo*; this has to be made orally, with both parties being present.⁵⁸ In *P. Oxy.* vi 905, the Oxyrhynchus marriage contract, the stipulatory formula at the end, ἐπερωτηθέντες ἑαυτοῖς [[ἀλλήλοις]] ὀμολόγησαν, follows the usual clause κυρίᾳ ἡ συγγραφή, *etc.*; it is not an essential element of the agreement itself. However, the opening line of the contract (*τύχη Ἀντωνί]ου καὶ Φανστείας Σεβαστῶν*) seems to suggest that the parties, who are not Romans but Greeks or Graeco-Egyptians, nevertheless wanted to place their marriage under the protection of the imperial house.⁵⁹ This might explain the presence of the Roman stipulation formula at the end.

After the *Constitutio Antoniniana*, the formula is used regularly. Its introduction was not a gradual process that evolved over time, but was either due to an imperial decree or an edict by the *praefectus Aegypti*, or – as Wolff suspects⁶⁰ – the result of a court judgement or a decision of the *praefectus* at the *conventus*, by which an action had been dismissed on the grounds that it was based on an agreement that had not been confirmed by the *stipulatio*. The ensuing uncertainty may well have alarmed the ἀγοράντοι who then made sure that the formula was swiftly introduced and universally used. From about AD 220 onwards the formula becomes extremely common, even in cases where no legally enforceable obligation was involved, such as contracts of sale.⁶¹

It appears therefore that the formula lost its original ‘promissory’ meaning and was used by the notaries simply to confirm the essential points of the agreement, such as the receipt of the sales price *etc.*

Another typically Roman feature is the use of the verb *συντίθεσθαι* (in place of *όμολογεῖν*, or in addition to it), which reflects the consensual character of the agreement. This becomes frequent in the sixth century, by which time Roman legal concepts had penetrated and reshaped not only legal procedure⁶² but also private agreements. I would like to conclude this

⁵⁸ See Gaius 3.92–94; 3.136 *cum ... verborum obligatio inter absentes fieri non possit*; also Ulpian, *Dig.* 45.1.1 pr.; *Inst.* 3.19.12; cf. M. KASER, *Das römische Privatrecht*, 1, pp. 450–451.

⁵⁹ See D. SIMON, *Studien zur Praxis der Stipulationsklausel*, München 1964), p. 4.

⁶⁰ WOLFF, *Recht* (cit. n. 3), p. 132.

⁶¹ SIMON, *Studien* (cit. n. 58), p. 68.

⁶² See, for example, the *editio actionis* BGU XII 2173.

survey by referring to a particularly interesting text which was published in the very first volume of Oxyrhynchus Papyri as *P. Oxy.* 1 140 (= *W. Chr.* 438), because it illustrates both the extent and the nature of this apparent Romanization of legal practice in Egypt. In AD 550, Aurelius Serenus agrees with the *comes* Flavius Serenus that he will take over for one year the post of stable-master for the postal service;⁶³ the verbs he uses are ὁμολογῶ συντεθεῖσθαι (line 8), of which the first reflects the Greek idea, the second the Roman idea of ‘agreement’.⁶⁴ He then describes, in lines 13–22, his obligations and his reward. This is followed by the acknowledgement of receipt of an advance payment which he calls ἀρραβών (line 23); it is a security which is binding for both sides: if the stable-master leaves his post before the stipulated time he has to repay twice that sum (*duplicum* as penalty for breach of contract), but if the *comes* forfeits the money. These clauses all correspond to Graeco-Egyptian legal practice (‘Volksrecht’, in Mitteis’ terminology). At the end, in line 29, follows the stipulatory formula, ἐπερωτηθεὶς ὁμολόγησα (*rogatus sponendi*), which is redundant, from a legal point of view, since it is followed by Serenus’ own declaration of acceptance, lines 29–31. But – and this seems to have been overlooked in the scholarly debate – it makes sense from a practical point of view, because Serenus is illiterate, so the notary, who himself subscribes at the end, in Latin characters (*Filoxenus*, line 32), had to read the whole text out to him and then to ask ‘do you agree to these terms?’ The same situation is illustrated by the statement at the end of the sales contract *P. Monac.* 1 13 of AD 594, where the vendors say (lines 68–72) ‘having been asked face to face we agreed ... what was read to us and translated into the Egyptian language (i.e. Coptic) and was to our liking, we have agreed and drawn up the contract’.⁶⁵ Similar statements are found in Coptic documents: ‘It (i.e. the document) has been read to us, we have heard it’.⁶⁶ So it seems that this formula survived, deprived of its

⁶³ Line 12 χῶραν σταθλίτου τοῦ . . . δέξεως δρόμου.

⁶⁴ WOLFF, *Vulgarrechtsproblem* (cit. n. 55), pp. 77–79.

⁶⁵ *P. Monac.* 1 13.68–72 ἐπερωτηθώντες (read -ωθεῖσαι) κατὰ πρόσωπον εἰς (read ἐκ) προσώπου ὁμολογήσαμεν (...) ἀναγνωσθέντα καὶ ἔρμηνευθέντα ἡμῖν κατὰ τὴν Αἴγυπτιακὴν γλώττα₂ καὶ ἀρεσθέντα ὁμολογήσαμεν καὶ ἀπελύσαμεν.

⁶⁶ See, e.g., *P. KRU* 1 22 = *CPR* IV 26.55 ἀγοως ερον ἀνοτμες, also *CPR* IV 49 (f).16 ἀγος (read ἀγοως) ερο[ι] ‘it has been read to me’. On the stipulation formula in Coptic

original legal significance, in contracts right down to the end of Antiquity because it reflected a practical necessity, resulting from the decline in literacy in Byzantine Egypt.

Summing up this survey of Roman law in Egypt, I cannot but agree with the late Hans-Julius Wolff who stated that ‘notwithstanding the intrusion of a number of substantive elements of Roman law, the Romanization of the law practised in Egypt was never more than a superficial varnish, right down to the end of Byzantine rule,’⁶⁷ the one clear exception being procedural law. In most other areas, local traditions, or ‘Volksrecht’, prevailed because they had been shaped by practical necessities. Similarly in Ptolemaic Egypt, native Egyptian legal concepts survive for as long as they meet the practical needs of the local population; where they do not, they are replaced by more advanced concepts. The Greek concept of ‘obligation’ is a case in point; it was alien to Egypt which had known for most of her history an agrarian barter economy. When the Greeks introduced it in Egypt, local legal practices had to adapt in order to cope with more sophisticated forms of trade and business.

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documents, and its change in wording and meaning in the 8th century, see W. TILL, ‘Die koptische Stipulationsklausel’, *Orientalia* 19 (1950), pp. 81–87.

⁶⁷ WOLFF, *Vulgarrechtsproblem* (cit. n. 55), p. 104: ‘Es hat sich gezeigt, daß trotz des Eindringens einer Reihe positiv-rechtlicher Elemente römischen Rechts ... die Romanisierung des in Ägypten praktizierten Rechts bis in die letzte byzantinische Zeit hinein nicht viel mehr als ein äußerer Firnis war.’