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Scribal and phraseological variation in legal formulas: _π_ρχω + dative or genitive pronoun

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SCRIBAL AND PHRASEOLOGICAL VARIATION IN LEGAL FORMULAS: ΥΠΑΡΧΩ + DATIVE OR GENITIVE PRONOUN*

1. INTRODUCTION

THE GREEK DOCUMENTARY PAPYRI from Egypt preserve the language from a period in which many of the differences between Classical and Modern Greek began to take shape. One of these changes is the loss of the dative case and its replacement by the genitive and accusative cases and prepositional phrases. Interchange between the dative and the genitive cases is found in documentary papyri, most clearly with personal pronouns.[1] The verb ὑπάρχω commonly takes a dative complement to express the possessor, but in post-classical Greek the genitive case is often employed to express the person to whom something belongs.[2]

[1] As noticed by J. HUMBERT, *La disparition du datif en grec (du 1er au xe siècle)*, Paris 1930, p. 166; see also G. HORROCKS, *Greek: A History of the Language and Its Speakers*, Chichester 2010 (2nd ed.), p. 180.

[2] Compare the dative complements in LSJ, pp. 1853–1854, *s.v.* B.3.iii and iv, to the genitives in E. A. SOPHOCLES, *Greek Lexicon of the Roman and Byzantine Periods*, Leipzig 1914, p. 1107, and G. W. H. LAMPE, *A Patristic Greek Lexicon*, Oxford 1961, p. 1435.

In the papyri, the verb ὑπάρχω, 'to belong to', is regularly used in pos-
session constructions in legal documents. Formulaic legal phrases are
expected to be based on a model formula, rather than being subject to on-
going changes in the grammar of the language of the writer. Still, there
are numerous examples of scribal and phraseological variation in the
papyri, for example between the use of the dative and the genitive with
the verb ὑπάρχω. Compare the following examples of ὑπάρχω in the lia-
bility clause of sale contracts.

(1)   *BGU* XIII 2332, ll. 18–20 (sale, Arsinoiton Polis, 12 November
       AD 374)[3]
       γινομένη⟨s⟩ σου (*l.* σοι) τῆς πράξεως ἐκ τ᾽ἐμοῦ | τοῦ ὁμολογοῦν-
       τος καὶ ἐκ {ἐκ} τον (*l.* τῶν) ὑπαρχον|το (*l.* ὑπαρχόν|των) **μου** (*l.* **μοι**)
       πάντον (*l.* πάντων)
       'you have the right of execution on me, the acknowledging party,
       and on all my possessions'

(2)   *SB* XVIII 13947, ll. 14–15 (sale, Oxyrhynchites, 1 October AD 507)
       γινομένης σοι τῆς εἰσπράξεως | παρά τε ἐμοῦ καὶ ἐκ τῶν ὑπαρχόν-
       των **μοι** (*l.* **μου**) πάντων
       'you have the right of execution on me and on all my possessions'

The editor of (1) suggests that the genitive μου should be understood as a
dative μοι in the construction ἐκ τῶν ὑπαρχόντων μοι πάντων, 'on all my

possessions', whereas the editors of *Sammelbuch* (2) decided to do the opposite and to regularize the reading of μοι into μου in the same construction.[4] If the editors are right in both cases, this is an interesting situation which requires further linguistic explanation. Editorial regularizations can be based on Classical norms, or, preferably, on contemporary parallels. Could the replacement of the dative by genitive in the post-Classical Greek language have influenced the common formulation of this phrase between the fourth and sixth centuries? Perhaps the parallel texts on which the editors based their regularizations show mostly the dative case around the fourth century, while the formulation of the phrases changes to a generally used genitive pronoun in the sixth century. And, consequently, the editors ended up with a different interpretation for a text from the fourth century (when μοι was the norm based on parallels) and the text from the early sixth century (when μου was more commonly used). Or do these examples rather represent a more complex variation in the formulation of this legal formula? If the variation between the phrases can be explained in another way, the texts might not require regularization at all.

In this article, I assess the evidence for morphosyntactic change – in particular the replacement of the dative by the genitive case – in the formulaic language of the documentary papyri from Egypt. To this end I examine the variation between the use of the dative and genitive pronouns with the verb ὑπάρχω in several formulaic expressions. First, I present theoretical preliminaries (section 2), then an overview of the different constructions in which the verb ὑπάρχω is attested in the papyri (sections 3.1–3.3) and the diachronic changes taking place in the case marking of the complement pronoun (section 3.4). After that, several examples of scribal and phraseological variation are examined in more detail (section 4), in particular with the attributively (section 5) and substantively (section 6) used adjectival participle of ὑπάρχω.

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[4] There is a further interchange of genitive for dative in the predicative possession construction in (1): γινομένη⟨ς⟩ σου (*l.* σοι) τῆς πράξεως. The regularization in (2) is not present in the *ed. pr.*, P. J. SIJPESTEIJN, 'Five Byzantine papyri from the Michigan collection', *Zeitschrift für Papyrologie und Epigraphik* 62 (1986), p. 138.

2. PHRASEOLOGICAL VARIATION
AND SCRIBAL PRACTICES

The combination of the verb ὑπάρχω with a dative or a genitive pronoun is frequently found in formulaic phrases in legal documents written on papyrus. Legal language is highly specialized with its own conceptions of meaning based on a prior written discourse.[5] This does not only apply to customized technical vocabulary, but also to the complete phrases that are employed in legal formulas. A formulaic phrase can generally be defined as 'a sequence, continuous or discontinuous, of words or other elements, which is, or appears to be, prefabricated: that is, stored and retrieved whole from memory at the time of use, rather than being subject to generation or analysis by the language grammar'.[6] This means that legal formulas can be understood as prefabricated, lexically specified, multi-element sequences with a specific meaning and function in the specialized domain of legal discourse. Hence, the language of legal documents – both ancient and modern – is highly standardized and conservative, and the prefabricated formulaic phrases play a significant role in the construction of legal texts.[7] Due to the long life of these lexically and grammatically specified phrases, the grammar of fixed expressions can become increasingly irregular with respect to the actual spoken language.[8] As Geoffrey Horrocks notes, 'we should never forget that the aim of all who composed official texts throughout the history of Greek was to use the Classical ortho-

[5] For a theoretical approach to legal language, see P. GOODRICH, 'Law and language: An historical and critical introduction', *Journal of Law & Society* 11/2 (1984), pp. 173–206.

[6] Alison WRAY, *Formulaic Language and the Lexicon*, Cambridge 2002, p. 9.

[7] S. GOŹDŹ-ROSZKOWSKI, 'Discovering patterns and meanings: Corpus perspectives on phraseology in legal discourse', *Roczniki Humanistyczne. Lingwistyka Korpusowa i Translatoryka* 60 (2012), pp. 48–49; S. BUCKING, 'On the training of documentary scribes in Roman, Byzantine, and early Islamic Egypt: A contextualized assessment of the Greek evidence', *Zeitschrift für Papyrologie und Epigraphik* 159 (2007), pp. 229–247.

[8] Alison WRAY, 'Identifying formulaic language: Persistent challenges and new opportunities', [in:] R. CORRIGAN *et alii* (eds.), *Formulaic Language*, I: *Distribution and Historical Change* [= *Typological Studies in Language* 82], Amsterdam – Philadelphia 2009, pp. 32–33.

[9] HORROCKS, *Greek* (cit. n. 1), p. 68; cf. BUCKING, 'On the training' (cit. n. 7), p. 232.

graphy correctly'.[9] The same strategy largely applied to other domains of language, such as morphology and morphosyntax.[10] Thus legal phrases are expected to be written in (conservative) standard language, especially as they are likely to be modelled on existing legal formulas rather than being *ad hoc* formations which may be subject to on-going changes in the grammar of the language of the writer.

Contrary to the above expectations, synchronic and diachronic variation is attested in legal formulas in papyri. Diachronic phraseological variation might be caused by historical changes in the use of the formula and the legal documents, or influences from the spoken language on the archaizing language of the formulaic phrases. It should be noted, though, that the standard written language and formulaic expressions in particular do not provide direct evidence for the stages of on-going changes in the spoken language.[11] The phraseological variation found in formulaic phrases describes primarily the functional development of the written language. Scribal variation is often caused by mechanical errors or the confusion of constructions.[12] However, variation is not random.[13] Variation by

[10] Even scribal correction of the word order and the use of particles may have been based on Classical norms; cf. R. LUISELLI, 'Authorial revision of linguistic style in Greek papyrus letters and petitions (AD I–IV)', [in:] T. V. EVANS & D. D. OBBINK (eds.), *The Language of the Papyri*, Oxford 2010, pp. 71–96.

[11] Research on modern languages has shown that there is a fundamental difference between the linguistic features used in the spoken and written registers, see, e.g., D. BIBER & Susan CONRAD, *Register, Genre, and Style*, Cambridge 2009, pp. 226–234. Versteegh emphasizes that the often observed gradual changes in historical written documents just 'reflect the development of the standard language, or rather the speakers' attitude towards the written standard', in K. VERSTEEGH, 'Dead or alive? The status of the standard language', [in:] J. N. ADAMS, M. JANSE, & S. SWAIN (eds.), *Bilingualism in Ancient Society. Language Contact and Written Text*, Oxford 2002, p. 64.

[12] Cf. F. T. GIGNAC, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods*, I: *Phonology* [= *Testi e documenti per lo studio dell'antichità* 55], Milan 1976, pp. 59-60.

[13] Scribal variations, both common graphic errors and examples reflecting the actual spoken language, are not likely to be randomly generated; see also M. MONTGOMERY, 'Eighteenth-century Sierra Leone English: Another exported variety of African American English', *English World-Wide* 20/1 (1999), pp. 24–25. The variation might for example be governed by the text type or by the scribe, see also M. LEIWO, 'Scribes and language variation', [in:] M. LEIWO, Hilla HALLA-AHO, & Marja VIERROS (eds.), *Variation and Change in*

individual scribes might be due to a lack of training in the precise formu-
lation of the formulaic expressions and/or an imperfect understanding of
(archaic) morphosyntactic features in Greek, but the resulting variant
still has to be explained based on the linguistic context.[14] Geographically
or chronologically restricted variants may be caused by the use of differ-
ent model formulas.[15] Especially recurrent variant constructions and
changing patterns of formulation in the models might point to changes in
the Greek language affecting the conservative language of the legal for-
mulas. In this article, I will discuss several examples of scribal and phraseo-
logical variation in legal formulaic phrases with ὑπάρχω in order to explain
scribal practices and to analyse these changing patterns.

3. CONSTRUCTIONS WITH THE VERB ΥΠΑΡΧΩ

The verb ὑπάρχω is generally taken to convey meanings ranging from 'to
begin, to take initiative' to the existential 'to be, to exist'.[16] The possession

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Greek and Latin [= *Papers and Monographs of the Finnish Institute at Athens* 17], Helsinki 2012,
pp. 1–11; Jennifer CROMWELL & E. GROSSMAN (eds.), *Beyond Free Variation: Scribal Reper-
toires in Egypt from the Old Kingdom to the Early Islamic Period*, Oxford (forthcoming).

[14] Cf., e.g., Marja VIERROS, 'Phraseological variation in the agoranomic contracts from
Pathyris', [in:] LEIWO, HALLA-AHO, & VIERROS (eds.), *Variation and Change* (cit. n. 13), pp.
43–56; BUCKING, 'On the training' (cit. n. 7), pp. 229–247; T. V. EVANS, 'Linguistic and sty-
listic variation in the Zenon archive', [in:] LEIWO, HALLA-AHO, & VIERROS (eds.), *Varia-
tion and Change*, pp. 25–42.

[15] For the geographical spread of variation in legal formulas, see, e.g., H. HARRAUER,
'Sechs Byzantinische Weinkaufverträge aus dem Hermupolites', *Miscellanea Papyrologica* I
(1980) [= *P. Flor.* VII], pp. 109, 125–126; Andrea JÖRDENS, *P. Heid.* V, pp. 306, 372;
N. KRUIT, 'Local customs in the formulas of sales of wine for future delivery', *Zeitschrift
für Papyrologie und Epigraphik* 94 (1992), pp. 167–184. Cf. also the potential geographical
variation in Jennifer CROMWELL, *Ἐν ὀνόματι τοῦ θεοῦ τοῦ παντοκράτορος*: Variation and
specificity in Christian invocation formulas from Thebes', *Zeitschrift für Papyrologie und
Epigraphik* 174 (2010), pp. 151–155. Diachronic variation based on different models can also
be found in the language of an individual scribe over time; cf. EADEM, 'Palaeography, scribal
practice and chronological issues in Coptic documentary texts', *Journal of the American
Research Center in Egypt* 46 (2010), pp. 1–16.

[16] LSJ, pp. 1853–1854.

construction denoting 'to belong to' with the dative case relates to this existential meaning of the verb. The possessive meaning is the one that occurs most often in the papyri and only uses of the verb in this meaning will be considered in this article. Moreover, it is important to distinguish the different constructions in which ὑπάρχω is attested in order to see whether these differences could explain the case form of the pronominal complement. The attestations fall into three categories:

1) used as a verb, commonly construed with a dative pronoun (section 3.1),

2) an adjectival participle of ὑπάρχω in an attributive function, also expected to take a dative pronoun (section 3.2),

3) a substantivized adjectival participle (τὰ ὑπάρχοντα) which can be combined with a genitive possessive pronoun to denote someone's 'possessions' or 'property' (section 3.3).[17]

3.1. Verbal use

Similar to the verbs εἰμί and γίνομαι, the verb ὑπάρχω can be used in an existential predicative possession construction.[18] As the complement of a finite form of ὑπάρχω, the possessor is commonly expressed in the dative case; see example (3).

(3)   *P. Hib.* I 33, ll. 6–9 (declaration, Psebthonembes, 21 April – 20 May 245 BC)

ὑπάρχει μοι πρόβ[α]||τα ἴδια ἐν κώμηι Ψε|πθονέμβη τοῦ Κωεί-τ[ο]υ (*l.* Κωίτου) | ὀγδοήκοντα

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[17] Cf. F. Preisigke, *Wörterbuch der griechischen Papyrusurkunden* II, Berlin 1926, p. 643; F. W. Danker, *A Greek-English Lexicon of the New Testament and Other Early Christian Literature*, Chicago – London 2000, p. 1029. For the attributive and substantive adjectival participle (incl. τὰ ὑπάρχοντα), see F. Blass, A. Debrunner, & F. Rehkopf, *Grammatik des neutestamentlichen Griechisch*, Göttingen 2001, pp. 339–342, §§ 412–413; for a general classification of participles, see J. L. Boyer, 'The classification of participles: A statistical study', *Grace Theological Journal* 5/2 (1984), pp. 163–179.

[18] Cf. Maria Carmela Benvenuto & Flavia Pompeo, 'Expressions of predicative possession in Ancient Greek: «εἶναι plus dative» and «εἶναι plus genitive» constructions', *AIΩN. Annali di Dipartimento di Studi Letterari, Linguistici e Comparati. Sezione Linguistica* NS 1 (2012), pp. 77–103; L. Stassen, *Predicative Possession*, Oxford 2009, pp. 48–54.

'I own 80 sheep in the village of Psepthonembe in the Koite district.'

This construction of a finite verb with a dative possessor is regularly attested in the Ptolemaic period (cf. section 3.4). It is often found in genitive absolute constructions, for example in (4), where it introduces the topic of the petition coming into the office of the *strategos* Diophanes.

(4)   *P. Enteux.* 11, ll. 1–3 (petition, Polydeukeia, 26 February 221 BC)
        ἀδικοῦμαι ὑπὸ Γερώρου (ἑβδομηκονταρούρου) **ὑπαρχούσης** | γάρ
        μοι οἰκίας ἐν τῆι κώμηι ἐκβέβλημαι ὑπ' αὐτοῦ ἐκ ταύτης καὶ
        κτήνη μου ὕπαιθρά ἐστιν τῆ[ι] βίαι χ[ρ]ώμενος καὶ ὑ|πάρχοντος
        αὐτῶι περὶ τὴν κώμην βίκου δεδομέν. αὐτῶι ἐν σταθμοδοσίαι[19]
        'I am being wronged by Geroros, owner of seventy *arouras* of
        land. For I own a house in the village, from which I am thrown
        out by him and my animals are out in the open, and (he did this)
        by using force and even though he owns a *bikos* near the village
        which was given to him as his quarters.'

In contrast to the attributively or substantively used adjectival participles (see sections 3.2 and 3.3), the adverbial participle in the genitive absolute construction functions as a verb, modifying the main clause.[20] Variation between the dative and the genitive pronoun is rare when ὑπάρχω is used as a finite verb or adverbial participle, and for this reason these attestations will not be taken into account in the analysis of phraseological variation and change in sections 4–6.

[19] In the second part of the sentence the participle denoting the agent switches from the genitive (ὑπ' αὐτοῦ) to the nominative case χ[ρ]ώμενος (cf. *ed. pr.*, l. 2 n.). The final participle reads δεδομένη or δεδομένα according to the *ed. pr.*, l. 3 n., but the editors add that we should probably understand δεδομένου, together with ὑπάρχοντος modifying the genitive βίκου (see *BL* III, 49), a measurement used for plots of land (cf., e.g., *P. Mich.* II 121, vo 9, l. 11, and ro 2.ii, ll. 5 and 6).

[20] An adverbial participle modifies the main verb and provides the circumstances of the event or state described by the main verb; cf. the classification of D. B. WALLACE, *Greek Grammar Beyond the Basics. An Exegetical Syntax of the New Testament*, Grand Rapids MA 1996, pp. 758–759.

3.2. Attributive use of the adjectival participle

The pronominal complement of an attributively used adjectival participle is expected to be in the dative case, just as the complement of the finite verb in section 3.1. Two possible construction variants with the attributively used adjectival participle and a dative pronoun are found in the will of Peisias, in example (5). Compare the formulation of the possessions left to his son Pisikrates (5a) with the construction used for the possessions left to his wife Axiothea (5b).

(5)   *P. Petr.*[2] I 13, ll. 5–8 and 10–12 (will, Krokodilopolis, 238–237 BC)

(5a)   ἐὰν [δέ] τι ἀνθρώπινον πάσχω, καταλείπω | [τὰ ὑπάρχοντά] μοι
τὰ [ἐν Ἀ]λεξανδρείαι Πισικράτει τῶι υἱῶι | μ[ο]υ τ[ῶ]ι ἐκ Νι-
κ[οῦ]ς συν[οικ]ίαν καὶ **τὰ ὑπάρχοντά μοι** ἐκεῖ | **σκεύη πάντα**
'But if I suffer the mortal fate, I bequeath my possessions in Alexandria to Pisikrates, my son from Niko: a tenement-house and all the household equipment belonging to me there.'

(5b)   Ἀξιοθέαι δὲ Ἱππ[ίου] Λυκίδι τῆι ἐμαυτοῦ γυναικί | παιδίσκην
δ[ο]ύλην Σύρα[ν] Λιβύσειον καὶ **τὴν οἰκίαν τὴν ὑπάρ|χουσάν μοι**
[ἐν κ]ώμηι Βουβάστωι τοῦ Ἀρσινοίτου
'To Axiothea, daughter of Hippias, from Lycia, my wife, (I bequeath) a Syrian slave-girl by the name Libuseion and the house belonging to me in the village of Boubastos in the Arsinoite nome.'

The word order in (5b) *article – noun – article – participle* is rarely found in the papyri. Almost all attestations of the adjectival participle of ὑπάρχω occur in the order *article – participle – pronoun – noun* (5a), although the order of (5b) seems attested with other verbs in the Ptolemaic period.[21]

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[21] See E. MAYSER, *Grammatik der griechischen Papyri aus der Ptolemäerzeit* II/2, Berlin – Leipzig 1934, p. 68, but the other order is commonly attested with attributively used adjectival participles of other verbs, see IDEM, *Grammatik der griechischen Papyri aus der Ptolemäerzeit* II/1, Berlin – Leipzig 1926, pp. 347–348. According to BOYER, 'The classification' (cit. n. 17), pp. 163–179, the order *article – noun – article – participle* is the most frequently

Combined with the attributively used adjectival participle and an object noun, the pronoun is always found in the dative in Ptolemaic wills.[22] However, in the Roman and Byzantine periods (1st–8th century AD), the genitive pronoun is sometimes attested in this construction as well (see sections 3.4 and 5).

3.3. Substantive use of the adjectival participle

The adjectival participle of the verb ὑπάρχω is often used substantivized to denote 'belongings' or 'possessions' in the papyri, that is constructed with an article without a governing noun.[23] In Ptolemaic wills, the testamentary disposition of possession is often expressed by the formula ἐὰν δέ τι ἀνθρώπινον πάθω, καταλείπω τὰ ὑπάρχοντά μοι/μου πάντα, 'but if I suffer mortal fate, I bequeath all my possessions to' (cf. example 5a).[24] In this formula, the possessor can be expressed as a dative complement of the verbal participle, as in example (6), or as a genitive adnominal possessive to a substantivized participle, as in example (7).[25]

used construction of attributive adjectival participles in New Testament Greek, but the verb ὑπάρχω, 'to belong to', is hardly used at all as an attributive adjectival participle in the New Testament. Marja Vierros rightly wonders whether the verb ὑπάρχω as an attributively used adjectival participle also occurs in administrative language outside of Egypt or whether this might be special for Greek in Egypt, see VIERROS, 'Phraseological variation' (cit. n. 14), p. 51, n. 43. Comparison with the attributive adjectival participle construction in other Greek sources, such as inscriptions, could be helpful to clarify the role of Egyptian in this development.

[22] E.g. the dative in SB XVIII 13168, ll. 3–4 (will, Pathyris, 23 March 123 BC): καταλείπω καὶ δίδωμι τὰ ὑπάρχοντά μοι ἔγγαιά τε | καὶ ἐπ[ιπλ]α καὶ κτήνη.

[23] Cf. MAYSER, Grammatik (cit. n. 21), pp. 68, 269–270.

[24] For the formulas in Greek wills in Ptolemaic Egypt, see F. KRAUS, Die Formeln des griechischen Testaments, Borna – Leipzig 1915, pp. 43–64.

[25] The genitive is also attested in P. Eleph. 2, l. 3 (will, Elephantine, 31 May – 29 June 284 BC) and P. IFAO I 13, l. 13 (contract, Oxyrhynchos, 03 July 23 BC); cf. P. Petr.² I 22, l. 10 n. Further examples of the substantive participle with dative and genitive possessor in New Testament and papyri are given in W. BAUER, K. ALAND, & Barbara ALAND, Griechisch-deutschen Wörterbuch zu den Schriften des Neuen Testaments and der frühchristlichen Literatur, Berlin – New York 1988, p. 1670, and PREISIGKE, Wörterbuch (cit. n. 17), p. 643.

(6)   *P. Petr.*² I 11, ll. 11–12 (will, Krokodilopolis, 238–237 BC)
       ἐὰν δέ τι ἀνθρώπινον πάσχω [κατα|λείπω τ]ὰ̣ ὑπάρχοντά μοι
       πάντα Ἀριστ[. . .
       'But if I suffer mortal fate, I bequeath all my possessions to
       Arist[. . .]'

(7)   *P. Petr.*² I 24, ll. 25–26 (will, Krokodilopolis, 226–225 BC)
       ἐὰν δέ τι πάθω ἀνθρώπιν[ο]ν καταλείπω **τὰ ὑπάρχοντά μου** |
       [**πάντ**]**α** Ἀξιοθέαι
       'But if I suffer mortal fate, I bequeath all my possessions to
       Axiothea.'

Both examples with the dative (6) and with the genitive (7) pronoun are
found in the same type of wills, probably copied at the same office in
Krokodilopolis during the third century BC.²⁶ The substantive participle
of ὑπάρχω is often accompanied by the modifying adjective πᾶς, παντός
to denote 'all my possessions'.²⁷ When ὑπάρχω is combined with a dative
pronoun (τὰ ὑπάρχοντά μοι πάντα), the participle could be used substan-
tively with πάντα as modifier ('all my possessions'); but ὑπάρχοντα could
also be interpreted attributively, modifying a substantivized adjective τὰ
πάντα ('all things/everything that belong(s) to me'). In the case of a geni-
tive pronoun (τὰ ὑπάρχοντά μου πάντα), the participle seems best inter-
preted substantively, modified by an adnominal genitive possessive pro-
noun μου and the adjective πάντα ('all my possessions'). Variation between
the dative and the genitive in this construction could then be related to the
variation between the attributive and substantive interpretations of the par-
ticiple (see section 5). The occurrence of case variation in examples (6) and
(7) in phrases from the same context shows that already in the Ptolemaic

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²⁶ See the dative in *P. Petr.*² I 4, l. 7; 13, l. 6; 14, l. 10; and the genitive in *P. Petr.*² I 22, l. 10;
24, ll. 25–26 (all wills, Krokodilopolis, 3rd c. BC); cf. W. CLARYSSE, *P. Petr.*² I, pp. 12–16. A
similar meaning is conveyed by the substantivized participle of ὑπάρχω with the reflexive
genitive pronoun: τὰ ἐμαυτοῦ ὑπάρχοντα, 'my own possessions', see *P. Petr.*² I 1, l. 40; *SB* XII
10859, l. 8 (see *P. Petr.*² I 22, l. 9 n.), and cf. MAYSER, *Grammatik* (cit. n. 21), pp. 70–71, n. 1.

²⁷ For the combination of the substantive participle with πᾶς in New Testament Greek,
see BLASS, DEBRUNNER, & REHKOPF, *Grammatik* (cit. n. 17), p. 341, § 413.

period τὰ ὑπάρχοντα was sometimes used as a substantivized participle and could be combined with an adnominal possessive pronoun. The interchange of dative and genitive with the substantively used adjectival participle will be discussed further in sections 4 and 6.

3.4. Quantitative analysis

In order to analyse diachronic changes in the use of ὑπάρχω and the case form of the pronominal complement, I have made an overview of the type of constructions in which the verb occurs and whether these are attested with a dative or a genitive first person singular pronoun. Table 1 compares the results for the three construction types discussed above between the first Greek papyri in Egypt in the Ptolemaic period (323–1 BC) and those from the Byzantine period (AD 300–800).[28]

The above table shows that, whereas in the Ptolemaic period all three constructions almost exclusively express the first person singular posses-sor in the dative case (95% against 5%), during the Byzantine period it becomes more common to find the possessor role with the verb ὑπάρχω expressed by the genitive case (62% datives against 38% genitives).[29]

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[28] Proximity search for #υπαρχ NEAR #μοι# or #μου# (within 10 characters) in the *Papyrological Navigator*, accessed at <www.papyri.info>, May 2014. Results are given for the Ptolemaic (before AD 1; results from 323 BC – AD 1) and Byzantine (after AD 301; results from AD 301–800) periods; uncertain and supplemented pronouns and/or constructions are left out. As the purpose of this quantitative analysis is the comparison of the results from the early and late period in the papyri, the results from the Roman period (AD 1–300; 584 hits) are not taken into account, but they will be taken into consideration for the qual-itative analysis (cf. sections 4–6); imprecisely dated texts that might date after 1 BC or before AD 300 were excluded from the table as well.

[29] This is a statistically significant result ($p=2.59e^{-13}$ in Fisher's exact test) with a medium effect size (Cramer's $V=0.37$; $df=1$). However, whereas the difference in distribution of the construction types taking a dative case between the Ptolemaic and Byzantine periods is also highly significant ($p=2.924e^{-15}$ in the Chi-squared test) with a large effect size (Cramer's $V=0.51$; $df=2$), the variation between the genitive and the dative case with the verbal uses and substantively used participles could have been due to chance. This means that the type and frequency of the constructions in both periods is very relevant for the interpretation of the results.

Table 1. ὑπάρχω with dative (μοι) or genitive (μου) 1st singular pronoun in Ptolemaic and Byzantine periods

Construction type	Ptolemaic (323–1 BC)		Byzantine (AD 300–800)	
	N	%	N	%
Verbal use + dative	41	29	5	3
Substantive use of adjectival participle + dative	9	6	58	30
Attributive use of adjectival participle + dative	84	60	56	29
Verbal use + genitive	0	0	1	1
Substantive use of adjectival participle + genitive	5	4	56	29
Attributive use of adjectival participle + genitive	2	1	15	8
Total	141	100	191	100

However, there is an important difference in the frequency of occurrence of the construction types. On the one hand, during the Ptolemaic period ὑπάρχω is mainly used as a verbal form (both as finite verb and in genitive absolute constructions) and as an attributively used adjectival participle. On the other hand, using ὑπάρχω as the basis for a substantive adjectival participle is more frequent during the Byzantine period. Of course, when the adjectival participle functions as a substantive, it is easier to connect the verb with a genitive adnominal possessive pronoun (cf. section 3.3). The variation between the dative and the genitive pronouns in this construction is already found in the Ptolemaic period (9 datives vs. 5 genitives) and the two cases become equally frequent in the Byzantine period (58 vs. 56 attestations).

Interestingly, while attributively used adjectival participles are less frequently used in the later period, they occur more commonly with a genitive possessive pronoun (15 out of 71 in the Byzantine period against 2 out

of 86 in the Ptolemaic period).[30] As the majority of the attestations are
found in particular formulaic phrases, the changes in the distribution of
the various construction types are largely due to changes in the exact for-
mulation and the use of these formulaic expressions. Especially in the
Byzantine period, when the verbal use of ὑπάρχω is almost non-existent,
almost all of the adjectival participles are found in legal phrases expressing
liability (see section 6). The differences between the cases of the pronoun
are part of the phraseological variation in these formulaic expressions.

4. PHRASEOLOGICAL AND SCRIBAL VARIATION

The phrases τὰ ὑπάρχοντά μοι and τὰ ὑπάρχοντά μου (and τὰ ἐμαυτοῦ
ὑπάρχοντα) may be regarded as synonyms for 'my possessions' in testa-
mentary dispositions.[31] Willy Clarysse notes regarding the Petrie wills
that 'minor stylistic variants are not to be explained [...] as traces of a pri-
vate origin', but they could also have been generated in copied texts in a
public office.[32] Despite the high uniformity and formulaic character of
the wills, 'a true copy did not mean the same thing as it does now', as the
scribe sometimes replaces a word by a synonym and could make small
changes to the construction and word order.[33] This clearly shows scribal
influence on the language of formulaic phrases in the papyri. Another
example of scribal variation is attested in the Ptolemaic sale contracts
from Pathyris. In these agoranomic contracts, there is variation (not
restricted to notary or office) between several ways of expressing the
object of sale, for example by means of the accusative combined with a
genitive partitive (τὴν ἐπιβάλλουσαν αὐταῖς μερίδα οἰκίας, 'the part
belonging to them of the house '), combined with another accusative in

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[30] This is a statistically significant result (p=0.00016 in Fisher's exact test) with a medium
effect size (Cramer's V=0.28; df=1).

[31] CLARYSSE, *P. Petr.*[2] I, pp. 14–15.

[32] The wills are probably the remnants of a register of copies of wills kept in a public
office in Krokodilopolis, CLARYSSE, *P. Petr.*[2] I, pp. 12–16.

[33] Examples of copyists' errors are the omission of words, dittography, and variation in
synonyms; see CLARYSSE, *P. Petr.*[2] I, pp. 14–16 with n. 23 and 24.

apposition (τὴν ἐπιβάλλουσαν αὐταῖς μερίδα οἰκίαν, 'the part of the house belonging to them'), or preceded by a prepositional partitive construction (ἀπὸ τῆς ὑπαρχούσης αὐτῷ οἰκίας … τὸ ἐπιβάλλον αὐτῷ μέρος ἥμισυ, 'from the house belonging to him … the half part belonging to him').[34] The phraseological variation may have been caused by the merging of the Greek and Egyptian traditional formulations for sale contracts, but the various possibilities of formulating this phrase seems to have led to confusion of case forms for some of the scribes from Pathyris.[35]

A similar type of phraseological variation could have caused scribal confusion in the phrases denoting the object of lease in contracts from the Roman and Byzantine periods. There seem to be two options for the construction of the object: with an attributively used adjectival participle in the accusative (μισθώσασθαι τὰς ὑπαρχούσας σοι ἀρούρας, 'to lease the *arouras* belonging to you')[36] or with a prepositional partitive construction (with ἀπό or ἐκ) and the substantively used adjectival participle in the genitive (μισθώσασθαι ἀπὸ τῶν ὑπαρχόντων μου, 'to lease from my property'), followed by the object of lease in the accusative (ἀρούρας τρεῖς, 'three *arouras*').[37] Phraseological variation between those two constructions could lead to scribal confusion between the attributively used ὑπάρχω to express a particular

[34] VIERROS, 'Phraseological variation' (cit. n. 14), pp. 43–56.

[35] See the confusion of the genitive and the accusative by the notaries Hermias and Heliodoros in examples 1–2 and 6–7 in VIERROS, 'Phraseological variation' (cit. n. 14), pp. 45–46, 48–49.

[36] E.g. *P. Athen.* 16, ll. 4–6 (lease, Arsinoites?, AD 138–139): βούλομαι μι[σθώσασ]θαι τὰς | ὑπαρχούσας σοι περὶ Θεαδέλφειαν κλήρου | ἀρούρας τρεῖς; *P. Amh.* II 91, ll. 4–5 (lease, Arsinoites, 9 November AD 159): βούλομαι μισθώσασθαι τὰς ὑπαρχούσας τῷ Ἥρωνι | περὶ κώ(μην) Εὐημερείαν γῆς ἀμπελείτιδος (*l.* ἀμπελίτιδος) ἀρούρας ἕνδεκα; or with a singular object, as in *BGU* IV 1067, ll. 3–4 (lease, Euhemeria?, AD 101–102): βούλομαι μισθώσασθαι | τὸ ὑπάρχον σοι ἐν κώ(μῃ) Θεαδελφείᾳ μύλαιον ἐνεργόν.

[37] E.g. *P. Oxf.* 13, ll. 5–8 (lease, Arsinoites, AD 154–155): βουλόμεθα μισθώ{ι}σασθαι | παρὰ σοῦ ἀπὸ τῶν ὑπαρχ[ό]ντων σοι π[ε]ρὶ κώ{ι}|μην Βούβαστ[ο]ν ἐν πεδίωι Ἀργει[άδ]ος φοιν{ε}ικῶ{ι}|νος ὑποσπ⟨ε⟩ιρομένας ἀρούρας; *P. Mil. Vogl.* III 140, ll. 5–11 (lease, Tebtynis, 1 May AD 176): βούλομαι | μισθώσασθαι παρὰ σοῦ (…) ἀπὸ τῶν ὑπαρχόν|των σοι περὶ Ἄρεως κώμην | κλήρου ἀρούρας τρ⟨ε⟩ῖς. The construction with the preposition ἐκ is less common in the Roman period; cf. *P. Sakaon* 73, ll. 4–5 (lease, Theadelpheia, 28 July AD 328): βούλ[ο]μαι μισθόσ[ασθαι (*l.* μισθώσασθαι) παρὰ σοῦ] | ἐκ τῶν ὑπαρχόντων σ[ο]ι αἰ[γας.

object of lease (with a dative complement μοι) and the substantively used verb denoting the property in general (with an adnominal genitive μου).[38]

Confusion between the genitive and the dative with the substantively used ὑπάρχω can be observed from scribal correction in a private lease contract; see example (8).

(8)   *P. Oslo* II 34, ll. 2–5 (lease, Philadelpheia, AD 188–189)
       βούλομαι μισ|θώσασθαι παρὰ σοῦ ἐκ τῶ⟨ν⟩ (*corr. ex.* το) ὑπαρ-
       χόντω⟨ν⟩ **σου** (*corr. ex* σοι) | περὶ κώμην Φιλαδέλφειαν κλήρου
       κατοικικοῦ | ἀρούρας τρεῖς
       'I want to lease from you from your property near the village of
       Philadelpheia three *arouras* of catoecic land.'

Although the construction with the preposition ἐκ is less common in the Roman period, it seems that this construction ('from your property … three *arouras*') was intended in (8).[39] The hand of the scribe of this private lease is practiced and fluent, using ligatures, but there are also some irregularities and several corrections made to the text, both substitution (σοι

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[38] Cf. *P. Bour.* 17, ll. 4–7 (lease, Herakleia, 23 August AD 220): βούλομαι μισθῶσ⟨ασ⟩θαι | παρὰ σοῦ τὸ ὑπάρχον σοι περὶ κώμην Ἡρ[ά]|κλειαν τῆς Θεσμίστου κλήρου κατοικικοῦ | ἀρούρας πέντε, 'I wish to lease from you that which belongs to you near the village of Herakleia in the (district of) Themistos of catoecic land, i.e. five *arouras*', in which two objects are expressed (τὸ ὑπάρχον σοι and ἀρούρας πέντε) which cannot be connected morphosyntactically. This means that the amount of *arouras* should be understood as a modifying apposition to the main object of lease τὸ ὑπάρχον σοι κλήρου κατοικικοῦ ('that which you possess of catoecic land'); see translation *ed. pr.*, combining the meaning of the attributive construction 'to lease the five *arouras* of catoecic land belonging to you' with the substantive construction of ὑπάρχω 'to lease that which belongs to you'.

[39] The reading of this phrase is more complicated than reflected in *ed. pr.*: ἐκ τῶν ὑπαρ-χόντω⟨ν⟩ σου (*corr. ex* σοι). Instead of the *nu* of the article there seems to have been a correction of *omicron* and *omega* (cf. also ἐπιχωρηγούσης [*l.* ἐπιχορηγούσης] in l. 8). Anastasia Maravela suggested the elegant solution of reading the phrase in the singular ἐκ το⟨ῦ⟩ (*corr. ex* τω) ὑπαρχοντω⟨ς⟩ (*l.* ὑπάρχοντός) σου (*corr. ex* σοι), whereby each missing graphic sign corresponds to the first letter of the following word as in a case of haplography. However, the partitive construction with ἐκ is normally followed by a complement in the genitive plural (ἐκ τῶν ὑπαρχόντων, 'from my possessions') and omission of final *nu* is not uncommon in the papyri either; cf. GIGNAC, *A Grammar* (cit. n. 12), pp. 111–112.

to σου, l. 3), deletion (l. 13), and later additions (a word above l. 7 and a line between ll. 7–8). Apparently, the scribe first wrote the dative after ὑπάρχω, but later decided to correct it into a genitive pronoun in combination with the substantive participle. Interestingly, the scribe of the papyrus in example (9) makes a different decision in the same context.

(9)   *P. Worp* 35, ll. 13–17 (lease, Herakleopolis, 19 September AD 596)
       ὁμολογοῦμεν | μεμισθῶσθαι παρὰ σοῦ ἀπὸ τῶν | ὑπαρχόντ[ω]ν
       σοι (*corr. ex* σου) κλήρου Καινοῦ ἤτοι | ἐπάνω δι[ώρ]υγος Πεχιτ
       (*corr. ex* Πεχ.τ or Πεχατ) ἀρουρας [..]
       'We acknowledge to have leased from you from your property in
       the New *kleros*, namely above the canal of Pechit, .. *arouras*.'

The prepositional phrase with ἀπό and the substantive participle is typical for contracts from the Arsinoites and Herakleopolites from the sixth to eighth centuries.[40] The *upsilon* of σου was corrected to an *iota*. Perhaps the scribe realized that ὑπάρχω takes a dative case and corrected the genitive pronoun with the substantively used adjectival participle into a dative. This could confirm the tendency to use the genitive as a default in the later Byzantine period (cf. section 6), while resorting to the dative case could reflect hypercorrection based on archaic norms. Scribal variation might thus be caused by confusion of variant formulations of a formulaic phrase or by influence of the changes in the language on the more conservative standard language employed in formulaic phrases.

5. SCRIBAL VARIATION
WITH THE ATTRIBUTIVELY USED ADJECTIVAL PARTICIPLE

A common explanation for case interchange in the papyri is the influence of Egyptian, the native language of many of the scribes.[41] The *grapheion* in

[40] J. L. FOURNET, *P. Worp* 35, ll. 14–15 n.

[41] E.g. P. FEWSTER, 'Bilingualism in Roman Egypt', [in:] ADAMS, JANSE, & SWAIN (eds.), *Bilingualism in Ancient Society* (cit. n. 11), p. 235.

Soknopaiou Nesos is known to be a place with strong Egyptian influence and the Egyptian scribes in the *grapheion* might have written contracts in both Greek and Demotic.[42] The contract in example (10a–b) shows some features that could have been influenced by having Egyptian as a first language, such as problems with case morphology, uninflected personal names, and the interchange of voiceless and voiced consonants.[43]

(10) *P. Ryl.* II 160c I, ll. 3–4 and 12–13 (sale, Soknopaiou Nesos, 22 October AD 32)

(10a) ὁμολογῶ Θαῆσις τῆς (*l.* ἡ) Πανεφρούμις (*l.* Πανεφρύμμιος) μητρὸς Θασης (*l.* Θασῆτος) πεπρακέναι Τανε∥[φρύμμει τῇ Ὀννώφριος μη]τρὸς Στοτοήτις τὰς (*l.* τὴν, *corr. ex* τος) ὑπαρχονσα (*l.* ὑπάρχουσάν) μου (*l.* μοι) οἰκίας (*l.* οἰκίαν)

(10b) Θαῆσις τῆς (*l.* ἡ) Πανεφρύ(μμιος) μητρὸς Θασῆτος ὁμολογῶ πεπρακέναι | [Τανεφρύμμει τῇ Ὀ]ννώφρις (*l.* Ὀννώφριος) μητρὸς Στοτοήτις τὸν (*l.* τὴν) ὑπαρχονδα (*l.* ὑπάρχουσάν) μου (*l.* μοι) οἰκίας (*l.* οἰκίαν)

 'I, Thaësis, daughter of Panephrummis and Thases, acknowledge that I have sold to Tanephrummis, daughter of Onnophris and Stotoetis, the house belonging to me'.

This papyrus probably contains the copies of a sale contract (ll. 1–11; example 10a) and a ὑπογραφή (ll. 12–22; example 10b). In this case the sale contract is very similar in formulation to the ὑπογραφή. Usually, the original sale and cession were in Demotic, accompanied by a Greek ὑπογραφή only. Here it might have been that the copyist, instead of translating the Demotic sale contract, reconstructed the Greek copy of the sale from the Greek ὑπογραφή (cf. *ed. pr.*, ll. 8–9 n.). If these features were already present in the original ὑπογραφή, the phrase in (10a) might have been constructed based on the original of (10b). It seems as if the scribe tried to correct the article τον (10b) into τος and τας (10a), maybe to make it agree with οἰκίας,

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[42] Cf. *P. Ryl.* II, pp. 172 ff, and *P. Louvre* 1, pp. 50–51.

[43] See W. CLARYSSE, 'Egyptian scribes writing Greek', *Chronique d'Égypte* 68 (1993), pp. 186–201; and GIGNAC, *A Grammar* (cit. n. 12), pp. 85–86.

although the expected accusative of the object of sale was already confused with the genitive of οἰκίας in both parts (or perhaps οἰκίας was perceived as an accusative). The fact that the marking of attribution and object were the same in Demotic (*n-*) might have caused the frequent confusion of genitive and accusative.[44] Even though the Egyptian background may explain the interchange of genitive and accusative endings within the noun phrases, direct transfer from Egyptian would not explain the use of the genitive pronoun with ὑπάρχω in both phrases.[45] The following examples (11a–b) contain a direct translation of an Egyptian sale contract into Greek.[46]

(11)   *BGU* III 1002, ll. 3–4 and 4–5 (sale, Hermopolis, 24 June 55 BC)

(11a)   πέπεικάς με τῆι τιμῆι **τοῦ ὑπάρχοντό⟨ς⟩** | **μου** ἡμίσους **μέρους** αὐλῆς

'you have convinced me (to agree) to the price of the half part of the courtyard belonging to me'

(11b)   καὶ **τὸ ὑπάρχον μοι** ἥμισυ **μέρος** | ἑτέρας αὐλῆς

'and the half part of the other courtyard belonging to me'

The fact that this contract was translated from Egyptian may explain some of the different formulations in this text, such as the translation of the Egyptian expression *dy=k mtr ḥꜣ.ṭ=y n pꜣ ḥḏ*, 'you have caused my heart to agree to the money', into Greek πέπεικάς με τῆι τιμῆι in (11a).[47]

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[44] Cf. VIERROS, 'Phraseological variation' (cit. n. 14), pp. 50–51.

[45] In Egyptian the possessive relation would be expressed by a possessive article preceding the object, e.g. *pꜣy=y ꜥ.wy*, 'my house'. This might explain the fronting of the possessive in Greek, but the typological distance between the pronominal suffixes in Egyptian and the dative predicative and genitive adnominal possession constructions in Greek seems too large to predict the outcome. The generalization of the genitive for all expressions of possession would be a possible solution for any Greek language learner.

[46] See l. 1: ἀντίγραφον συνγραφῆς πράσεως Αἰγυπτίας μεθηρμηνευμένης κατὰ τὸ δυνατόν; cf. W. PEREMANS, 'Notes sur les traductions de textes non littéraires sous les Lagides', *Chronique d'Égypte* 60 (1985), pp. 248–262; Rachel MAIRS, 'κατὰ τὸ δυνατόν: Demotic-Greek translation in the archive of the Theban choachytes', [in:] CROMWELL & GROSSMAN (eds.), *Beyond Free Variation* (cit. n. 13).

[47] This phrase is only attested in Greek contracts translated from Demotic, e.g. *SB* I 5247, l. 3 (Soknopaiou Nesos; AD 47), and several duplicates of a contract from the

Although the influence of Egyptian on the Greek formulation of this text is evident, the interchange of genitive and dative is mostly attested in texts without a clear Egyptian background and without further problems with Greek morphosyntax. Notably, in this contract the genitive pronoun is used in the first adjectival possession construction with ὑπάρχω which contains only genitives (cf. 11a), whereas the following noun phrases with ὑπάρχω are in the accusative and contain the dative pronoun (cf. 11b, the same construction in ll. 7, 9, 10, and 12). The use of the genitive pronoun in (11a) might have been caused by the surrounding genitive case endings in the noun phrase (τοῦ ὑπάρχοντό⟨ς⟩ μου ἡμίσους μέρους αὐλῆς). Analogical formation could also play a role in other case interchanges that are analogous to the case endings of adjacent constituents.[48]

Although some of the examples of the genitive pronoun with ὑπάρχω are indeed attested in a genitive noun phrase, analogy would not explain all of them.[49] The scribal correction in example (12) is found in an accusative noun phrase and the text shows no further signs of case interchange.[50]

Satabous archive: *SB* I 5231 (Psinachis; AD 11) and *SB* I 5275, *CPR* XV 2, 3, 4 (Soknopaiou Nesos; AD 11). The combination πείθειν with a dative instrument (e.g. ἀργυρίῳ, as attested in *SB* I 5231, l. 2) could even mean 'to bribe' in Koine Greek (cf. 2 Macc. X 20), see G. MUSSIES, 'Egyptianisms in a late Ptolemaic document', [in:] B. A. VAN GRONINGEN & P. W. PESTMAN (eds.), *P. David* [= *Pap. Lugd. Bat.* XVII], pp. 70–76.

[48] Cf. also in a genitive singular noun phrase: *SB* V 7559, l. 25 (will, Tebtynis, 7 October AD 118): τοῦ ὑπάρχ[ο]ντός μου ἡμίσους μέρο[υς]; *BGU* XIII 2333, ll. 7–8 (contract, Krokodilopolis, AD 142–143): τοῦ ὑπάρχον|τός σου ἐλαιῶνος; *P. Mich.* VI 423–424, l. 9 (petition duplicate, Karanis, 22 May AD 197): ἀπὸ τοῦ ὑπάρχοντός μου ἐ[λ]αιῶνος; and perhaps even accusative pronouns in accusative noun phrases, see *P. Mich.* II 121, ro 2.ii, l. 9 (abstracts, Tebtynis, after 28 August AD 42): τὴν ὑπάρχουσην (*l.* ὑπάρχουσαν) αὐτὴν ἐπικατεσχημένη(ν) γῆν, with αὐτήν for αὐτῇ and the analogical ending of ὑπαρχούσην for ὑπάρχουσαν. It should be noted that the case endings of nouns – and sometimes also pronouns – may be abbreviated, another scribal habit obscuring case interchanges, e.g. *P. Mich.* II 121, ro 2.ii, ll. 4–5: καὶ ἀπὸ τοῦ ὑπάρχοντός μο(ι) | ἐν Ταλί.

[49] E.g. in an accusative noun phrase: *P. Oxy.* XXII 2349, ll. 30–32 (receipt, Oxyrhynchos, 29 August – 27 September AD 70): τὰς ὑπαρ|χούσας μου ... ἀρούρας; *P. Col.* VIII 244, ll. 11–12 (sale, Arsinoiton Polis, 6th c. AD): τὰς ὑπαρχούσας μου ... ἀρούρας.

[50] See also the scribal corrections of dative and genitive in this construction in *P. Lond.* VI 1912, l. 104 (letter, Alexandria, 10 November 41): καθάπερ ἐκ προγόνων οἰκίας ὑμῖν (*l.* ἡμῖν, *corr. ex* υμων) ὑπαρχούσης (*corr. ex* ὑπαρχούσας); for an interpretation of this

(12)   *P. Bingen* 61, ll. 2–5 (sale, Tebtynis, 26 February – 26 March AD 56)
ὁμο|λογῶ πεπρακέναι σοι **τὴν | ὑπάρχουσάν μοι (corr. ex μου)**
ὄνον | θήλεαν (*l.* θήλειαν) μοι[ό]χρουν (*l.* μυ[ό]χρουν)
'I acknowledge that I have sold you the female grey donkey
which belongs to me.'

At first, the scribe wrote down the possessor with the genitive case in this
construction, but he then corrected the pronoun into the dative case,
probably based on his knowledge of the standard language.

The construction of an attributively used participle with a genitive
complement is also found with other predicates expressing a possessor in
the dative case, for example ἐπιβάλλω, 'to fall to', in example (13).[51]

(13)   *P. Cair. Isid.* 41, vi, ll. 60–61 (receipt, Karanis, 01 April AD 305)
ἔσχαμεν παρὰ σοῦ **τὰ ἐπιβάλλοντά σου** | **(μέρη)** κρέος (*l.* κρέως)
'we have received from you your share of meat'

Apart from the semantic overlap of dative and genitive in possession con-
structions in Greek, case interchange with ὑπάρχω and similar verbs may

phrase, see A. ŁUKASZEWICZ, 'Claudius to his own city of Alexandria (*P. Lond.* VI 1912,
103–104)', *The Journal of Juristic Papyrology* 28 (1998), pp. 71–77; *BGU* II 455, ll. 6–7 (sale,
Arsinoites?, before AD 133): τοῦ προειμένου μοι (*corr. ex μου*) χειρογράφου ἀντί|γραφον;
P. David 14, ll. 31–32 (letter, unknown provenance, 2nd c. AD): εἰς | τὴν προσφιλεστάτην σου
(*corr. ex σοι*) πόλιν; *P. Oxy.* XII 1474, l. 10 (application, Oxyrhynchites, 31 January AD 216):
τῆς προιμένης (*l.* προειμένης) μοι (*corr. ex μου*) δισσῆς (*corr. ex τισσης*) ἀσφαλείας.

[51] See *P. Mich.* II 121, ro 3.i, l. 1 (abstracts, Tebtynis, after 28 August AD 42): τοῦ ἐπιβάλλοντός
μου μητρικοῦ μέρους οἰκί(ας) καὶ αὐλὴν (*l.* αὐλῆς); *P. Col.* VIII 237, ll. 18–19 (receipt, Theadel-
pheia, 03 June AD 381–382): εἰς λόγον τοῦ φθάνοντός μου μέρος (*l.* μέρους) τῆς | κληρο[νο]μίας;
and in different word order *P. Bad.* II 19B, ll. 21–22 (receipt, Hermopolites, 20 December AD
109): ὑπ(ὲρ) μέρους τοῦ ἐπιβάλλοντος ἐμοῦ (*l.* μου) ἐκ τοῦ οὐσιακοῦ γεωργ[ί]ου; *SB* VI 9586,
l. 19 (sale, Hermopolis, 12 December AD 600): [ἀπὸ οἰκείο]υ ἀνύκοντός (*l.* ἀνήκοντός) μου. Cf.
with a non-possessive predicate in *P. Petaus* 17, l. 2 (letter, Psenharyo, 30 August AD 184): τοῦ
ἐπισ[τ]αλέντος μου [ἐ]πιστάλ(ματος); *P. Petaus* 22, l. 12 (letter, Syron Kome, after 9 August AD
185): τοῦ ἐπισταλέντος μου ἐπιστάλματος; for the use of the genitive instead of the dative pro-
noun with goal-oriented verbs in the order *verb – pronoun – noun*, see Joanne Vera STOLK,
'Dative by genitive replacement in the Greek language of the papyri: A diachronic account
of case semantics', *Journal of Greek Linguistics* 15/1 (2015), pp. 91–121.

have been promoted by the syntactic context as well. The co-occurrence
of an adjective and a genitive possessive pronoun within the noun phrase is
attested in New Testament Greek and later stages of the Greek language.[52]
Already in the Ptolemaic papyri, constructions of the type *article – modify-
ing adjective – genitive pronoun – modified noun* are regularly found, for exam-
ple τοῦ προγεγραμμένου μου ἀδελφοῦ, 'my aforementioned brother'.[53] The
word order of the construction of an attributively used adjectival participle
with a pronominal possessor (e.g. τὴν ὑπάρχουσάν μου ὄνον) is remarkably
similar to this post-adjectival possession construction. In the Byzantine
period, the post-adjectival possession construction is one of the most fre-
quent constructions with the genitive clitic pronoun μου.[54] The use of the

[52] See M. Janse, 'La position des pronoms personnels enclitiques en grec néo-testamen-
taire à lumière des dialects néohelléniques', [in:] C. Brixhe (ed.), *La koinè grecque antique* I,
Nancy 1993, p. iii; Martine Breuillot, 'La place des pronoms personnels au génitif: point
de vue diachronique', *Cahiers Balkaniques* 26 (1997), pp. 65–67, 69–70. The combination
might have been unusual in Classical Greek; cf. Artemis Alexiadou, 'Word order patterns
in Greek nominals: Aspects of diachronic change', *ZAS Papers in Linguistics* 27 (2002), p. 101,
based on Io Manolessou, *Greek Noun Phrase Structure: A Study in Syntactic Evolution*, PhD
dissertation, University of Cambridge 2000.

[53] The construction seems common for family relations, e.g. in the translation from
Demotic (cf. example 11) in *BGU* III 1002, ll. 8 and 10 (sale, Hermopolis, 24 June 55 BC):
τοῦ προγεγραμμένου μου ἀδελφοῦ, and the insertion in l. 6: τοῦ προγεγραμμένου ʿμουʾ
ἀδελφοῦ; or in the petition by Ptolemaios son of Glaukias about his brother in *UPZ* I 11,
l. 22 (petition, Memphis, 160 BC): Ἀπολλωνίῳ τῷ νεωτέρῳ μου ἀδελφῷ.

[54] See Stolk, 'Dative by genitive' (cit. n. 51). The post-adjectival possession construction
is a productive construction in the Byzantine period which occurs in frequently used
expressions, such as the possession construction with ἴδιος, replacing the genitive third
person reflexive pronoun, e.g. εἰς ἰδίαν μου χρείαν, 'for my own use', and τῇ ἰδίᾳ μου χειρί,
'by my own hand'; cf. Mayser, *Grammatik* (cit. n. 21), p. 73; L. Threatte, *The Grammar of
Attic Inscriptions*, II: *Morphology*, Berlin 1996, pp. 325–326. Modern Greek preserves two
types of adjectival possession constructions, both with the post-adjectival genitive clitic
and the post-nominal genitive clitic pronoun. The semantics of the different positions of
the clitic in the adjectival possession construction are described by Artemis Alexiadou
& Melita Stavrou, 'Adjective-clitic combinations in the Greek DP', [in:] Birgit Gerlach
& Janet Grijzenhout (eds.), *Clitics in Phonology, Morphology and Syntax* [= *Linguistik aktuell*
36], Amsterdam – Philadelphia 2000, pp. 68–72. In the construction with the post-adjec-
tival genitive, the adjective mainly modifies the possession relation rather than referring
to a specific property of the noun, whereas the common post-nominal position yields an

genitive with attributively used adjectival participles of lexical possessive predicates, such as ὑπάρχω and ἐπιβάλλω, might also have been formed analogically to the productive post-adjectival genitive construction.

6. PHRASEOLOGICAL VARIATION IN SECURITY CLAUSES

Security clauses are frequently used in various types of sale, loan, work, and lease contracts, especially during the Roman and Byzantine periods.[55] The so-called execution clause entitled the creditor to execution upon any item of the property of the debtor to satisfy his claims. The formulation of security clauses depends on the type of contract, period, and provenance. I will start with some examples of scribal variation in the well-known *praxis* clause in the Ptolemaic and Roman periods (section 6.1). The *praxis* clause is replaced by several other liability clauses in the Byzantine period (section 6.2). Phraseological variation during the Byzantine period includes variation between dative and genitive pronouns, determined by chronological and geographical factors.

6.1. The *praxis* clause in the Ptolemaic and Roman periods
(3rd c. BC – 4th c. AD)

The execution or *praxis* clause is a legal clause which gives the person who is providing a loan the right of execution on the debtor's possessions (ἐκ τῶν ὑπαρχόντων μοι πάντων).[56] There are several phrases attested, varying

ambiguous interpretation. In the examples from the Ptolemaic papyri, the post-adjectival construction seems to be favored by adjectives that are modified by the genitive pronoun, cf. τὴν προσφιλεστάτην σου (*corr. ex* σοι) πόλιν, 'the city beloved by you' (see n. 50), and τῷ νεωτέρῳ μου ἀδελφῷ, 'the brother younger than me' (see n. 53), but this development needs to be studied in more detail.

[55] For the liability formulas in various types of contracts, see JÖRDENS, *P. Heid.* V, pp. 162–163, 329.

[56] See H. J. WOLFF, 'The *praxis*-provision in papyrus contracts', *Transactions and Proceedings of the American Philological Association* 72 (1941), pp. 418–438.

slightly in lexical content and/or grammatical form, especially during the
Ptolemaic period.[57] The common formula in the Roman period takes the
form used in examples (14) and (15).[58]

(14) *P. Köln* III 147, ll. 11–12 (lease, Egypt, 30 BC – AD 15)
      τῆς πράξεως σοι οὔσης ἔκ τε ἐμοῦ καὶ **ἐκ τῶν ὑπαρχόντων μοι
      πάντων** | καθάπερ ἐγ (*l.* ἐκ) δίκης
      'you having the right of execution upon me and upon all my pos-
      sessions as though by legal decision'

(15) *SB* VI 9247, ll. 11–14 (deposit, Karanis, AD 169–170)
      γινομέ[ν]η⟨ς⟩ σοι τῆς πράξεως | ἔκ τε ἐμ[οῦ καὶ ἐ]κ τῶν ὑπαρ-
      χ[όν]|των μου [πάντω]ν καθάπερ | ἐκ δίκη[ς]

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[57] *P. Köln* V 220, ll. 24–27 (loan, Arsinoites, 1 April 191 or 05 April 208 BC): ἡ πρᾶξις ὑμῖν
ἔστω ἔκ τε | ἐμοῦ καὶ τῶν ὑπαρχόντων | μοι πάντων πράσσοντι (*l.* πράσσουσι) π[ρὸ]ς |
[βασιλ]ικά; *P. Adl.* G4, ll. 16–20 (loan, Pathyris, 10 February 109 BC): [ε]ἶναι δέ σοι τὴν
πρᾶξιν | [ἐ]κ τε ἐμοῦ καὶ ἐκ τῶν | ὑπαρχόντων μοι πάντων | πράσ⟨σ⟩οντι καθάπερ | ἐγ (*l.*
ἐκ) δίκης. On the role of the judicial sentence pertaining to the Ptolemaic πρὸς βασιλικά
and the more general καθάπερ ἐκ δίκης, see WOLFF, 'The *praxis*-provision' (cit. n. 56), pp.
427–432; H.-A. RUPPRECHT, *Untersuchungen zum Darlehen in Recht der graeco-aegyptischen
Papyri der Ptolemäerzeit* [= *Münchener Beiträge zur Papyrusforschung und antiken Rechtsge-
schichte* 51], Munich 1967, pp. 105–106. For the juridical implications of the differences in
formulation in the Ptolemaic and Roman periods, see R. TAUBENSCHLAG, *The Law of
Graeco-Roman Egypt in the light of the Papyri* II, Warsaw 1955, pp. 531–535; A. SEGRÈ, 'Note
sul document esecutivo greco-egizio', *Aegyptus* 8 (1927), pp. 293–334; IDEM, 'Note sul doc-
ument esecutivo greco-egizio', *Aegyptus* 9 (1928), pp. 3–29.

[58] The dative pronoun σοι expressing the possessor in the first part of the *praxis* clause is
sometimes replaced by a genitive pronoun in the Roman period; see *SB* X 10238, l. 16 (loan,
Oxyrhynchos, 20 December AD 37): τῆς π]ράξεώς σου [ο]ὔσης ἔκ τε ἐμοῦ; *P. Oxy.* II 269, ll.
10–12 (loan, Oxyrhynchos, after 13 May AD 57): τῆς πράξεώς σου | οὔσης ἔ[κ τ]ε ἐμοῦ καὶ
ἐ[κ] τῶν ὑπαρχόντων αὐτῶι (*l.* μοι) πάντων | καθάπερ ἐγ (*l.* ἐκ) δίκης; *P. Oxy.* XII 1474, ll.
18–19 (application, Oxyrhynchites, 31 January AD 216): τῆς πράξεώς σου οὔσης ἔκ τε ἐμοῦ καὶ
ἐκ τῶν ὑπαρχόντων μοι παντοί|ων πάντων; *P. Bad.* II 27, ll. 7–9 (loan, Hermopolites?, 28
October AD 316): τῆς πράξεώς σου γενομέ[[νης παρ]ὰ τε ἐμοῦ (*BL* II/2, 147) κα[ὶ] ἐκ τῶν
ὑπαρχόντων μοι | [π]άντη πάντων καθάπερ ἐκ δίκης; *P. Gen.* I² 12, ll. 18–19 (loan,
Philadelpheia, 2 April AD 384): τῆς πράξεώς σου γιγνωμέ|νης (*l.* γιγνομένης) ἔκ τε ἐμοῦ. Cf.
also (1) with n. 4, and the scribal correction in *P. Oslo* II 37, ll. 13–14 (loan, Philadelpheia, 18
October AD 295): γεινο]μένης (*l.* γινομένης) σ[ο]ι (*corr. ex* σ[ο]υ) τῆς π[ρά|ξεως ἔκ τε ἐμ]οῦ.

'you having the right of execution upon me and upon all my possessions as though by legal decision'

In the Ptolemaic period the dative pronoun is always used to express the possessor in this phrase, see also example (14), but between the late second century and the fourth century AD the genitive possessive pronoun is also attested in this construction, as in examples (15) and (16).[59]

The phrase in example (16) is written on a wax tablet. As wax tablets were often used for practice and (school) exercises, this record of a private loan could have been a draft of a contract made during scribal training.[60]

(16)   *P. Leid. Inst.* 17 IIA, ll. 13–15 (practice loan, Egypt, mid-4th c. AD)
τῆ⟨ς⟩ πράξαιώς (*l.* πράξεώς) {σ} σοι γινομένης ἔκ {κ} τε ἐμοῦ
αὐτοῦ | καὶ **ἐκ τῶν** {ἐμοῦ} **ὑπαρχόντων μου** | πά⟨ν⟩των (*corr. ex*
παταν) καθάπερ ἐγ (*l.* ἐκ) δίκης
'you having the right of execution upon me and upon all my possessions as though by legal decision'

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[59] Cf. also the genitive in *BGU* XI 2048, ll. 9–11 (loan, Hermopolites, 8 January AD 217): τῆς πράξεώς σοι | [οὔσης ἔκ] τε ἐμοῦ καὶ [ἐ]κ τῶν ὑπαρχόντων μου | [πάντ]ων καθάπερ ἐ[κ] δίκης; *P. Vind. Tand.* 23, ll. 6–8, 32–34dupl. (loan, Herakleopolites, 18 November AD 225): [τῆς π]ράξεώς σοι γεινο[μέν]ης | [ἔκ τε ἐμοῦ καὶ] ἐκ τῶν [ὑπαρχ]όντων μου παν-[τοίω]ν | [πάντων]; *P. Cair. Isid.* 97, ll. 13–14 (loan, Karanis, 14–30 April AD 308): καὶ ἐκ τῶν ὑπαρχόντων μου (*l.* ἡμῶν) | πάντων καθάπερ [ἐκ δίκης]; *P. Coll. Youtie* II 82, ll. 19–21dupl. (loan, Oxyrhynchos, 13 August AD 337): γεινομένης (*l.* γινομένης) | σοι τῆς πράξεως παρά τε ἐμοῦ καὶ ἐκ τῶν ὑπαρ|χόντων μου πάντων; *P. Nag Hamm.* 64, ll. 13–16 (loan, Dios Polis, 21 November AD 346): τῆς π[ράξεως] | οὔσης ἔκ τε ἐμοῦ καὶ ἐκ [τῶν] | ὑπαρχόν[των] μου [πάντων]; two contracts written by Aurelius Petros son of Nemesianus for Aurelia Titoueis daughter of Hatres (see TM Archives) in *P. Col.* VII 184, ll. 15–17 (loan, Karanis, 17 December AD 372): τῆς πραξεώς σοι γιγνωμένης (*l.* γιγνομένης) | ἔκ ται (*l.* τε) ἐμοῦ ἢ καὶ ἐκ τον (*l.* τῶν) ὑπαρχόντον (*l.* ὑπαρχόντων) | μου πάντον (*l.* πάντων); *P. Col.* VII 182, ll. 16–18 (loan, Karanis, 4 February AD 372 or 373): τῆς πράξεώς συ (*l.* σοι) γιγνω|μένης (*l.* γι-γνομένης) ἔκ τε ἐμοῦ ἢ καὶ ἐκ τον (*l.* τῶν) | ὑπαρχόντον (*l.* ὑπαρχόντων) μου πάντον (*l.* πάντων); *BGU* XIII 2332, ll. 18–20 (sale, Arsinoiton Polis, 12 November AD 374); see example (1).

[60] See the discussion of the interpretation of documents on wax tablets in *P. Leid. Inst.* 17 IIA, p. 101 with n. 7–8.

The apprentice scribe does not produce the standard form of the formula, as various vowels are interchanged (πράξαιως for πράξεως), consonants are missing (τῆ⟨ς⟩) or written double (πράξαιωσ{σ}σοὶ, ἔκ{κ}) and the *nu* is omitted before stops and nasals (πα⟨ν⟩των). An extra αὐτοῦ is added after ἔκ{κ} τε ἐμοῦ (perhaps to put emphasis on 'upon myself') and an extra ἐμοῦ was placed before the verb ὑπαρχόντων. The draft could have been taken by dictation (cf. *ed. pr.*), but the presence of these extra elements might rather indicate that the scribe was improvising the formula from memory and added some elements for emphasis. The correction of παταν to πάτων (and not πάντων) makes copying from an original document less likely. After the extra ἐμοῦ before the verb, it is not surprising, then, that there is also a genitive pronoun μου – and not a dative – in the position between ὑπαρχόντων and πάντων. The use of this genitive pronoun should not automatically be regarded as a mistake by this inexperienced scribe, as the genitive pronoun is also often used by other scribes by this time. It might not have been the norm, but it is hardly uncommon to find a genitive pronoun in the praxis clause during the fourth century AD (cf. n. 59). After the fourth century, the *praxis* clause in this shape is no longer attested in documents from the Arsinoites and by the beginning of the sixth century the clause is hardly found at all.[61] The *praxis* clause is replaced by various other phrases during the Byzantine period.[62]

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[61] Last attestation from the Arsinoites is perhaps in *P. Gen.* I^2 12, ll. 18–24 (loan, Philadelpheia, 2 April AD 384); late attestations from elsewhere might be *SB* VI 9282, ll. 7–10 (sale on delivery, Herakleopolites [cf. *BL* VII, 206], *ca.* AD 500 [cf. *BL* VIII, 343, and *P. Heid.* V, p. 329, n. 277]); *P. Athen. Xyla* 17, ll. 5–7 (loan, Hermopolites?, AD 548–549), although their provenance and date are not certain. Cf. also *CPR* VII, p. 164; JÖRDENS, *P. Heid.* V, p. 329 with n. 277; H. J. WOLFF, 'Zur Romanisierung des Vertragsrechts der Papyri', *Zeitschrift für Rechtsgeschichte* 73 RA (1956), pp. 24–26 with n. 64.

[62] See for examples of the replacing phrases JÖRDENS, *P. Heid.* V, pp. 162, 329. In the following section, I limit myself to the phrases with the verb ὑπάρχω and a first person singular pronoun.

6.2. Security clauses in the Byzantine period
(5th–7th c. AD)

The fifth century marks a change in legal documents.[63] From the beginning of the fifth century onwards, private notary offices emerged and the *tabellio*, appointed by the state, composed private legal documents.[64] In the sixth century the new Justinianic legislation was introduced to Byzantine Egypt.[65] Several phrases are found as replacements to the former *praxis* clause. These clauses are often formulated as a mortgage granted to the creditor on the present and future possessions of the debtor, but the sense of the former *praxis* clause also continued in the Arsinoites and Oxyrhynchites (see examples below).[66] The new formulation can be found in a document from the notary office of Christodoros in Arsinoiton Polis; see example (17).[67]

(17)   *P. Vind. Sijp.* 10, ll. 19–20 (lease, Arsinoiton Polis, 5th–6th c. AD)
        [ὑποκει]μένων [σο]ι εἰς τοῦτο **πάντων μου τῶν ὑπαρχόντων καὶ**
        ὑπαρξόντων ἰδικῶς κα[ὶ] γενικῶς ἐνεχύρου λόγῳ | [καὶ ὑπο-
        θήκη]ς δικαίῳ [κ]αθάπερ ἐκ δίκης

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[63] JÖRDENS, *P. Heid.* V, pp. 371–373.

[64] B. PALME, 'The range of documentary texts: Types and categories', [in:] R. S. BAGNALL (ed.), *The Oxford Handbook of Papyrology*, Oxford – New York 2009, p. 364.

[65] Joëlle BEAUCAMP, 'Byzantine Egypt and imperial law', [in:] R. S. BAGNALL (ed.), *Egypt in the Byzantine World, 300–700*, Cambridge 2007, pp. 271–287; cf. also WOLFF, 'Zur Romanisierung' (cit. n. 60), pp. 25–26, n. 61–62.

[66] The legal consequences of the different formulations are difficult to determine; cf. WOLFF, 'Zur Romanisierung' (cit. n. 61), pp. 24–26 with n. 62.

[67] *Stud. Pal.* XX 128, ll. 13–14 (contract, Arsinoiton Polis, 23 May 487): ὑποκειμένων τῇ σῇ μεγαλοπρεπείᾳ καὶ τῷ δημοσίῳ λόγῳ εἰς τοῦτο π[ά]ντων μου τῶν ὑπαρχόντων καὶ ὑπαρξόντων | [ἰδικῶς καὶ γ]ενικῶς ἐνεχύρου λόγῳ καὶ ὑποθήκης δικαίῳ καθάπερ ἐκ δίκης is possibly signed by the same notary; cf. J. M DIETHART & K. A. WORP, *Notarsunterschriften im byzantinischen Ägypten* [= *MPER*, NS 16], Vienna 1986, p. 51. A very similar phrase is found in *P. Ross. Georg.* III 32, ll. 12–14 (lease, Arsinoiton Polis, 12 September AD 504): [ὑποκ]ειμένω[ν τῷ σ]ῷ μεγέθει εἰς τοῦτο πάντων μου | [τῶν ὑπαρχόντων] καὶ ὑπαρξόντων ἰδικῶς καὶ γενικῶς ἐνεχύρου λόγῳ καὶ ὑποθήκης | [δικαίῳ καθάπερ ἐ]κ δίκης (notary subscription not preserved).

'all my possessions, present and future, will lie with you for this,
in cash and in kind, as security and by right of mortgage as
though by legal decision'

The main verb is ὑπόκειμαι and the subject is formed by a phrase indi-
cating the possessions rather than the πρᾶξις, but the formula is still con-
structed as a genitive absolute phrase with a predicate possessor in the
dative case (σοι, see also example 18).[68]

In the remainder of the present section, I discuss some of the variants
attested for the liability phrase in the Arsinoites, Oxyrhynchites, Her-
mopolites, Antinoopolites, and Antaiopolites.

6.2.1. Arsinoites

The new security clause is illustrated by examples (17) and (18), both with
a genitive pronoun (cf. μου in 17; ἡμῶν in 18).[69] Additionally, a reduced
form of the *praxis* clause without the preceding execution phrase is used
only in the Arsinoites; see example (19).[70]

(18)   *CPR* X 23, ll. 9–11 (sale on delivery, Arsinoiton Polis, AD 520–521?)
        ὑποκειμένων σοι εἰς τοῦτο | **πάντων ἡμῶν τῶν ὑπαρχόντων καὶ
        ὑπαρξόντων** ἰδικῶς | γενικῶς
        'all our possessions, present and future, lie with you for this, in
        cash and in kind'

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[68] The addition of [κ]αθάπερ ἐκ δίκης in (17) might be taken from the *praxis* clause, cf.
section 6.1, and seems to be out of place after the mention of a mortgage; see *ed. pr.*, ll.
19–20 n. See for the translation of ἰδικῶς καὶ γενικῶς, 'in cash and in kind', *P. Yale* III 137,
l. 3 n.

[69] A shorter form of the formula of the type in (17) and (18) without the reference to
future possession is attested with a dative pronoun in the Hermopolites, see *CPR* XIX 31,
ll. 12–14 (sale on delivery, Hermopolites, 2nd half of 5th c. AD): ὑποκειμένων σοι | εἰς τοῦτο
τὸ γραμμάτιον πάντων μοι τῶν ὑπαρχόντων | καθάπερ ἐκ δίκης.

[70] JÖRDENS, *P. Heid.* V, p. 329: 'Eine Art K`urzform davon begegnet … speziell in arsi-
noitischen Verträgen so häufig, daß dies nicht als «Fehler» anzusehen ist'.

(19)   *CPR* X 25, ll. 11–12 and 19–20 (sale on delivery, Arsinoiton Polis,
       AD 526–527?)
       τὴν δὲ το[ύτ]ων | ἀπόδοσίν σοι ποιήσομαι (…) ἀνυπερθέτως **ἐξ**
       ὑπαρχόντων μου | **πάντων** καὶ ἐπερ(ωτηθεὶς) ὡμολ(όγησα)
       'I shall return these (sc. the money) (…) without delay under liabil-
       ity of all my possessions and upon formal interrogation I acknowl-
       edged.'

The part denoting the liability on all possessions in the shortened clause
in (19), ἐξ ὑπαρχόντων μου πάντων, is almost the same as the second half
of the earlier *praxis* clause, ἐκ τῶν ὑπαρχόντων μοι πάντων, illustrated in
examples (14)–(16). There are two main differences: the use of the geni-
tive pronoun and the lack of the article. Both examples (18) and (19) are
taken from documents concerned with a sale on delivery signed by the
tabellio Epiphanios in Arsinoiton Polis. Furthermore, the subscriptions of
the illiterate agreeing parties (H. 2) in both contracts have been written
by the same scribe, Amaios son of Ioannes. This shows that phraseologi-
cal variation was possible within the same notary office.[71] The genitive
pronoun seems to be preferred over the dative in both of the formulas in
the Arsinoites.[72]

6.2.2. Oxyrhynchites

Although the terms εἴσπραξις and εἰσπράσσειν are found in documents
from earlier periods,[73] the employment of εἴσπραξις in a liability clause with
the verb ὑπάρχω is only found in a group of documents from the second half

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[71] It is not impossible that the body of both contracts (H. 1) was written by the same
scribe as well. The differences in the hand then have to be due to several years of writing
experience.

[72] In the reduced *praxis* clause, the dative pronoun seems only attested in *CPR* X 120, ll.
18–20 (sale on delivery, Arsinoiton Polis, 21 January AD 523), cf. JÖRDENS, *P. Heid.* V, p. 329,
n. 278; and in *P. Münch.* III.1 86, ll. 11–12 (sale on delivery, Tebetny, 4th c. AD).

[73] Cf. WOLFF, 'The *praxis*-provision' (cit. n. 56), p. 423 with n. 15.

of the fifth and early sixth century Oxyrhynchites.[74] Another important difference with the general *praxis* clause is the use of the preposition παρά instead of ἐκ to denote the person responsible.[75] The formulaic phrase is attested several times with a dative pronoun (see example 2, repeated here as 20), but also once with a genitive; see example (21).

(20)   *SB* XVIII 13947, ll. 14–15 (sale, Oxyrhynchites, 1 October AD 507)
       γινομένης σοι τῆς εἰσπράξεως | παρά τε ἐμοῦ καὶ **ἐκ τῶν ὑπαρ-**
       χόντων μοι πάντων
       'you shall have the right of execution from me and upon all my
       possessions'

(21)   *P. Oxy.* XVI 1891, ll. 19–20 (loan, Oxyrhynchos, 29 November AD
       495)
       ἔσται σοι ἡ εἴσπραξις παρά τε ἐμοῦ καὶ **ἐκ τῶν** | **ὑπαρχόντων μου**
       πάντων
       'you shall have the right of execution from me and upon all my
       possessions'

As explained in the introduction, the editors of *Sammelbuch* suggested a correction of the dative μοι in (20) to the genitive μου in the critical apparatus.[76] The identification of irregularities in the language and especially

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[74] The last attestations of the standard *praxis* clause in the Oxyrhynchites, e.g. *P. Oxy.* VIII 1130, ll. 23–24 (loan, Senokomis, 4 May AD 484), might be parallel with the attestations of the εἴσπραξις clause, i.e. *P. Wisc.* I 10, ll. 14–16 (loan, Oxyrhynchos, 10 October AD 468); *P. Oxy.* XLIX 3512, ll. 18–20 (sale, Oxyrhynchos, 27 February AD 492); *P. Oxy.* VI 914, ll. 14–16 (loan, Oxyrhynchos, 30 January AD 486); *P. Oxy.* XIX 2237, ll. 17–18 (loan, Oxyrhynchos, 15 January AD 498). Cf. also *CPR* VII, p. 164, where the εἴσπραξις clause is taken together with the *praxis* clause with the notion that the last attestations are from the Oxyrhynchites.

[75] The use of παρά instead of ἐκ is already found in fourth-century Oxyrhynchos, see *P. Col.* X 284, l. 20 (lease, Oxyrhynchos, 24–29 August AD 311): [γεινομέν]ης ὑμῖν τῆ[ς] πράξεως παρά τε ἡμῶν (*l.* ἐμοῦ) καὶ ἐκ τῶν ὑπαρχόντων μοι πάντων; *P. Hamb.* I 21, ll. 10–11 (sale on delivery, Oxyrhynchos, 30 January AD 315): γινομένης σοι τῆς πράξεως | παρά τε ἐμοῦ καὶ ἐκ τῶν ὑπαρχόντων μοι πάντων; *P. Coll. Youtie* II 82, ll. 19–21dupl. (loan, Oxyrhynchos, 13 August AD 337); see n. 59.

[76] Contrary to the *ed. pr.* by SIJPESTEIJN, 'Five Byzantine papyri' (cit. n. 4), p. 138. It

the regularization of those features should ideally be based on parallel texts from the same period and provenance.[77] The high diversity in the formulation of liability clauses in the Byzantine period reveals the possible difficulty of finding appropriate parallel texts. The genitive pronoun is very common in sixth-century contracts from many areas, cf. examples (17)–(19) and (23) below, including the Oxyrhynchites (see example 22 below). However, in the formulation with εἴσπραξις most attestations show a dative pronoun, as in example (20). Therefore, there is no reason to regularize the dative pronoun in this text. Even though (20) is possibly the latest attestation of this formulation, based on the parallels of this specific phrase from the Oxyrhynchites (see n. 74) the dative pronoun is the expected reading. It should be noted, though, that our picture of these tendencies, based on a small number of occurrences, might change when new papyri are published, especially as final *iota* and *upsilon* are not always easy to distinguish in Byzantine hands, for instance in (19). Finally, very few of the observed patterns are without exceptions, as can be observed from example (21).

In the sixth and seventh centuries, a variant of the liability clause on present and future possessions is attested in work contracts and deeds of surety in the Oxyrhynchites; see example (22).

(22) *P. Oxy.* XIX 2239, ll. 21–23 (work contract, Oxyrhynchites, 10 October AD 598)

ὑποθέμενος εἰς τὸ | δίκαιον το[ύτ]ου τοῦ συναλλάγ[μ]ατος **πάν-
τ[α]** μου τὰ ὑπάρχοντα καὶ ὑπ[άρ]**ξοντα** [ἰ]δ[ι]κῶς | καὶ κενικῶς
(*l.* γενικῶς) ἐνεχύρου λόγῳ καὶ ὑποθήκης δικαίῳ

'having pledged for the right of this contract all my property present and future, in cash and kind, as security and by right of mortgage'

This liability clause is constructed with a nominative participle of the

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verb ὑποτίθημι and a direct object in the accusative, instead of the former genitive absolute construction with a possessive lexical predicate and a dative possessor. In this construction (πάντα μου τὰ ὑπάρχοντα καὶ ὑπάρξοντα), the possessive pronoun is generally in the genitive case.

6.2.3. Hermopolites, Antinoopolites, and Antaiopolites

Another formulation with an additional substantive πραγμάτων is attested in the contracts on work, loans of money, and sales on delivery in the Hermopolites, Antinoopolites, and Antaiopolites.[78] The addition of πραγμάτων means that the adjectival participle can only be interpreted attributively, in contrast to most of the other liability phrases that have the substantively used participle to express 'my possessions'. The majority of the attestations of this phrase shows the genitive pronoun, as in example (23), but occasionally the dative pronoun is found as well; see example (24).

(23)   *P. Heid.* V 356, ll. 2–5 (sale on delivery, Hermopolites, 5th–6th c. AD)
       ὑποκ**ε**ιμένων σοι εἰς τ[οῦτο τ]ὸ χρέ**ο**ς **πάντων | μου τῶν ὑπαρχόν**-
       των κ[αὶ ὑ]παρξόντων πραγ|μάτων γενικῶς καὶ ἰδ[ικῶ]ς καθά-
       περ ἐκ | δίκης
       'for this debt all my material possessions present and future are pledged to you, in cash and in kind, as though by legal decision'

(24)   *SB* XX 15043, ll. 8–9 (work contract, Hermopolis, 6th–7th c. AD)
       ὑποκειμένων σοι εἰς τοῦτο τὸ χρέος **πάντων μοι τῶν ὑπαρχ[όν**-
       των] | κ[αὶ] ὑπαρξ[ό]ντων πραγμάτων καθάπερ [ἐ]κ δίκης

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[78] For the Hermopolites, see JÖRDENS, *P. Heid.* V, p. 329 with n. 279; from the Antinoopolites e.g. *P. Mich.* XI 607, ll. 24–26 (loan, Antinoopolis, 1 March AD 569): ὑποκειμένων | σοι εἰς τοῦτο πάντων μου τῶν ὑπαρχόντων καὶ | ὑπαρξόντων πραγμάτων; and from the Antaiopolites e.g. *P. Mich.* XIII 662, ll. 56–59 (sale, Aphrodito, 31 October AD 615 or 30 October AD 630 or 645): ὑποκιμένον (*l.* ὑποκειμένων) σοι εἰς τοῦτο | πάντων μου τῶν ὑπαρχόντων (*l.* ὑπαρχόντων) καὶ ὑπαρξόντων πραγμάτων κινητῶν τε | καὶ ἀκινητου (*l.* ἀκινήτων) καὶ αὐτωκινητου (*l.* αὐτοκινήτων) γενικος (*l.* γενικῶς) καὶ ἰδικος (*l.* ἰδικῶς) ἐν παντὶ εἴδε⟨ι καὶ⟩ γένει | ἐνεχύρου λόγῳ καὶ ὑποθύκης (*l.* ὑποθήκης) δικαίῳ καθάπερ ἐκ τίκης (*l.* δίκης).

'for this debt all my material possessions present and future are pledged to you, as though by legal decision'

Although the phrases replacing the *praxis* clause in the late Byzantine papyri vary both lexically and grammatically depending on the provenance, the standard form of almost all of the phrases discussed in this section takes the genitive pronoun with ὑπάρχω instead of the previously more common dative pronoun. If the phrases each have a common origin in training or the use of a specific type of model, it is likely that the genitive had taken the place of the dative pronoun in the model formula of most variants.

7. CONCLUSION AND DISCUSSION

The verb ὑπάρχω is frequently used in papyri to denote possessions in legal documents. Legal formulaic phrases are understood to be prefabricated, whether retrieved from a model or from memory, and as such the formulas are not bound to reflect the changes in the language of the writer. Nevertheless, synchronic and diachronic variation is attested in legal documents, for example between the dative and the genitive pronoun with the possessive lexical predicate ὑπάρχω, 'to belong to'. The interpretation of language change from written documents is not straightforward, as there can be many reasons for linguistic variation in the papyri. Detailed analysis of the linguistic and scribal context of the phrases is necessary, both quantitatively and qualitatively, to reveal any patterns of occurrence based on linguistic constructions and the distribution of the variants across time, place, and text types.

Quantitative diachronic analysis shows that, whereas in the Ptolemaic period the first person singular possessor almost exclusively occurs in the dative case, during the Byzantine period it becomes more common to find a possessor with ὑπάρχω expressed by the genitive case. However, there is an important difference in the frequency of occurrence of the construction types. During the Ptolemaic period ὑπάρχω is mainly used as a verbal form, while the usage as a substantive adjectival participle is

very frequent during the Byzantine period. Of course, when the adjectival participle functions as a substantive (e.g. τὰ ὑπάρχοντά μου, 'my belongings, my possessions'), it is easier to connect the verb with a genitive adnominal possessive pronoun instead of a dative complement. As this construction is frequently attested in the Byzantine period, the genitive is also expected to occur more often.

As the majority of the attestations is found in particular formulaic phrases, the distribution of the construction types is largely due to the function and occurrence of those phrases in legal documents. However, the variation between a dative or genitive pronoun within one particular formulaic phrase has to be explained by other factors, such as variation between individual scribes. Scribal variation could be the result of confusion between variants of a formulaic expression or, for example, by analogical formation based on the case forms of adjacent constituents. Hypercorrection could be caused by the differences between the spoken language and the archaic norms of the standard language employed in formulaic phrases.

During the Roman period, the attributively used participle of ὑπάρχω is found more often with the genitive possessive pronoun than at earlier times. This increase in the replacement of the dative by a genitive pronoun cannot be explained by analogical formation within the noun phrase only, as it occurs in non-genitive noun phrases as well. The genitive is also attested with other (lexical possessive) predicates in the same construction. The word order of the construction of an attributively used adjectival participle in combination with a pronominal possessor (e.g. τὴν ὑπάρχουσάν μου ὄνον) is remarkably similar to the post-adjectival possession construction (e.g. τοῦ προγεγραμμένου μου ἀδελφοῦ). Apart from other changes resulting in replacement of the dative in general, some of the scribal confusions of the dative and the genitive with attributively used adjectival participles might be explained by analogy to the productive post-adjectival genitive construction.

In the Byzantine period, almost all attestations of the adjectival participle of ὑπάρχω are found in legal phrases expressing liability. Variation between the dative and genitive pronouns forms part of the phraseological variation in these formulaic expressions. Although the phrases

replacing the *praxis* clause in Byzantine papyri vary both lexically and grammatically depending on the provenance, the standard form of almost all phrases includes the genitive pronoun with ὑπάρχω instead of the dative pronoun. If the exact formulation of the phrases originates in the use of a specific type of model, it is likely that the genitive had taken the place of the dative pronoun in the model formula of most geographical variants.

This study of the liability clause illustrates how complex the distribution of a linguistic feature can be and that detailed analysis of the linguistic and wider context of the attestations is often necessary to understand phraseological variation. Of course, the patterns that are established here are based on the available documents. As shown, these tendencies are usually not without exceptions and new evidence might throw new light on them. The complexity of the material turns any attempt at editorial regularization of the language of these formulaic phrases into a challenge. Detailed study of the distribution of variant formulations, including the type of contract, provenance, period, and scribal office, is necessary before making any judgements about the language of a formulaic expression found in a particular document. Variation by individual scribes is not always easy to distinguish from phraseological variation at a more general level that is governed by as yet unknown factors. Parallel texts for valid comparison might need to be very close parallels indeed, containing exactly the same formula in the same type of document, attested around the same time and at the same place.

There may be multiple factors governing scribal variation and phraseological variants. However, when it comes to interpreting the general changes in the language of formulaic phrases, both the examples of scribal variation with ὑπάρχω and phraseological variation in the security clauses reflect a process of dative by genitive replacement. This fits very well with our knowledge of the functional replacement of the dative in the history of the Greek language. The possessive function of the dative case is indeed expected to be replaced by the genitive case, already commonly used to express possession, rather than the accusative or prepositional phrases. As has been shown in this article, changes in the language

might also have influenced the formulation of formulaic phrases throughout the history of the papyri. Therefore, future study of formulaic expressions and the changes in formulation patterns in Greek papyri is likely to reveal further linguistic evidence for changes in the Greek language.

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