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GREEK CONTRACTS FROM EGYPT: WHEN DO THEY TURN BYZANTINE?

1. INTRODUCTION¹

1.1. Standard periodisation

THE AIM OF THIS ARTICLE is to provide an assessment of the standard periodisation used by papyrologists, focusing on the switch from the Roman to the Byzantine period as it appears specifically in Greek deeds of private law, mainly contracts. It is commonly assumed that the chronology of Graeco-Roman Egypt can be divided into three main periods:

- Ptolemaic, from the conquest of Egypt by Alexander the Great (332 BCE) till that by Caesar Octavian, the future Augustus (30 BCE).
- Roman, from 30 BCE till the late third/early fourth century CE, with the administrative reforms under Diocletian (284–205 CE), followed by

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the move from Rome to Byzantium – renamed Constantinople (324–330 CE).

– Byzantine, from the early fourth century CE until the Arab conquest (642 CE).

Not only is this periodisation widely accepted, but it also makes good sense if one takes a broad view of the political scene in the Eastern Mediterranean (Lallemand 1964: 5 and 234–235). *Prima facie*, one would expect that, from one period to the next, the change had a noticeable impact on the way administrative documents were prepared by the scribes who produced the documents found in Egypt.² This would justify the common labelling of papyri as ‘Ptolemaic’, ‘Roman’, or ‘Byzantine’.³

Each shift carries its own difficulties from a papyrologist’s perspective. Alexander the Great arrived in Egypt with a foreign army, which superimposed its own administrative system on a structure that had been working for many centuries. Disentangling the two aspects is not an easy task, and it requires a knowledge of Pharaonic Egypt as well as of the Greek environment. From the time when Egypt became a Roman province, few papyrological testimonies are preserved, and it is hard to gain a clear picture of the transition. The move from the Roman to the Byzantine period offers another challenge because it does not correspond to a precise moment, but rather covers a timespan of several decades.

The general question of periodisation, especially regarding the Byzantine period, has been debated for a long time: Ulrich Wilcken already raised the point, acknowledging his own use of the word ‘Byzantine’ as a practical device, although he admitted that it was slightly anachronistic.⁴

² WOLFF 1961: 115, on the shift that followed Diocletian’s administrative reforms: ‘Es ist eine altbekannte Tatsache, dass das Urkundenwesen Ägyptens in nachdiokletianischer Zeit starken Veränderungen unterworfen war’. KOVARIK 2013: 201: ‘Das erste Auftreten dieser neuen Urkundsgattung [Tabellionenurkunde] in den frühen Jahren des 4. Jh. lässt an eine Reform unter Diokletian denken (...)’.

³ The terminology is often taken for granted, e.g. KOVARIK 2010: 27: ‘Das Urkundenwesen der byzantinischen Epoche unterscheidet sich von dem im ptolemäischen und römischen Ägypten’.

⁴ WILCKEN 1912: 67, appropriately quoted by JÖRDENS 1990: 374–375. I shall follow Wilcken in using here the label ‘Byzantine’ as a mere convention to designate the period extending from the early fourth to the mid-seventh century.

The issue was also addressed by Jean Maspero in the Preface to *P. Cair. Masp.* I:

L'habitude s'est répandue presque universellement de faire commencer la période 'byzantine' au règne de Dioclétien. Ce système a l'avantage d'embrasser sous une même dénomination l'ensemble entier du 'Bas-Empire'. Mais le Bas-Empire n'est pas aussi uniforme qu'on semble par là l'indiquer; les réformes introduites par la dynastie justinienne du vi^e siècle, dans l'administration et le droit, ont modifié profondément la vie publique et privée du monde romain, et on en trouve des traces nombreuses dans les papyrus. En outre, une coupure qui range dans l'époque byzantine la fin du iii^e siècle et le premier tiers du iv^e, c'est-à-dire des temps antérieurs à la fondation de Constantinople, m'a paru un peu trop arbitraire et artificielle. Mon intention était d'abord de prendre pour limite le début du règne d'Anastase, en 490, comme du premier empereur byzantin dans toute la force du terme, du premier qui ait régné sans collègue occidental, et sous lequel la politique romaine se soit résignée par force à n'être qu'orientale, de mondiale qu'elle était naguère. Mais ce nouveau point de départ, ne coïncidant avec aucun événement d'importance, avait lui aussi l'inconvénient d'être assez factice. D'ailleurs, comme les papyrus du v^e siècle sont faiblement représentés, dans la collection du Caire comme ailleurs, c'est une concession plutôt théorique que pratique que je fais à l'ancienne tradition, en adoptant pour borne initiale la date de 395, la mort du grand Théodose. (Maspero 1911: i)

Some scholars may refer rather to 'late antiquity' or 'Christian Egypt', depending on their perspective.⁵ Therefore, one may ask whether the Diocletianic reforms, followed by the move of the Empire's capital from Rome to Constantinople, affected the way scribes prepared their documents in Egypt.

To assess the validity of this hypothesis, I have chosen to focus on a survey of Greek contracts written on papyrus in a period ranging from the mid-third to the mid-sixth century CE. The concept of 'contract' is used here in a looser perspective than what may seem admissible to a specialist

⁵ BAGNALL 1993: ix uses 'late antiquity', which 'begins with the emergence of Egypt from the difficulties of the third century'. In BAGNALL & RATHBONE 2004: 13–19 and 293–294, the Byzantine period is called 'Christian Egypt' and is made to start in the early fourth century CE.

of Roman law. I mean a mutual agreement made by two parties, where one pledges to provide a payment, service or commodity in exchange for a benefit provided by the other;⁶ the provision may be bidirectional; and I also considered a few borderline cases such as unilateral acts. This may be concluded directly between the two parties, or the agreement may be prepared by a notary. Within the chronological context under scrutiny, to be considered valid a contract may require the signature of the notary, or of witnesses. It may be subject to other formal requirements, such as specific clauses, format or layout of the document etc. Moreover, some specific labels carry a multidimensional meaning: a *pittakion* originally corresponds to the format of a document, but in the fifth century, as we shall see, the word applies more specifically to a contract written in this format. Nonetheless, for the sake of simplification, I have retained the loose umbrella label of ‘contract’, which is more straightforward than, for instance, ‘deed of private law’.

The earlier chronological limit corresponds to a difficult time, from a political, administrative, and military perspective, a few decades before Diocletian introduced some important reforms in the administrative structure of the Roman Empire. The later limit is marked by the period of activity of Dioskoros of Aphrodite, whose large archive has an unmistakable footing in the Byzantine period, however one wishes to define it.⁷

The perspective taken in this short study will be mostly typological. I intend to consider the work of the scribe as he prepares his document, from the shape of the sheet of papyrus to the layout he has adopted to produce a recognisable type of contract. The wording and formulas used in contracts must be addressed in some cases, but this is mostly the preserve of juristic papyrologists.⁸ Either it will turn out that there is a noticeable shift in the typology of contracts between the so-called

⁶ This definition aligns with the notions of *dare, facere, praestare* covered by the so-called *stipulatio* clause; FINKENAUER 2023: 578.

⁷ FOURNET & MAGDELAINE 2008; TM Arch 72: <www.trismegistos.org/archive/72> (accessed 24 October 2024).

⁸ A detailed analysis of the language and clauses in Greek legal documents from Egypt is to be found in YIFTACH-FIRANKO (forthcoming).

Roman and Byzantine periods; or a pivot will appear, but at a later date; or, rather than a turning point, the data will reveal a gradual evolution through several centuries.

1.2. Previous research on the topic

1.2.1. *General trend*

A broad survey of the evolution of contracts was made by Ludwig Mitteis more than a century ago (Mitteis 1912: 52–72). What he calls ‘Urkunden’ can be ordered according to distinct types, such as contracts prepared by a public notary’s office, either an ἀγορανομεῖον or a γραφεῖον, where an objective statement of the transaction is made; or payments made through a bank, which issues a document considered as a valid contract;⁹ or others labeled as χειρόγραφον, following the rules used for letter-writing, where the deal is described from the perspective of one of the contracting parties, in a subjective style; or others again, that take the appearance of a ὑπόμνημα, originally a notice of information that becomes the standard type used to submit a request or a complaint to an authority. This last type of contract is often drafted as a proposal made to a landowner.¹⁰

Mitteis deals mostly with the Ptolemaic and Roman periods, but provides an outlook on the Byzantine period, where he identifies several trends (Mitteis 1912: 87–89). The most noticeable feature is the near disappearance of contracts written in an objective style: instead of an external observer describing the agreement of a contracting party, the text expresses the agreement in a subjective style (Amelotti 1975: 6). The χειρόγραφον (letter-type) becomes ubiquitous, except for a few contracts that conform to the ὑπόμνημα type in some specific cases. A gradual change thus leads to the constitution of the so-called Tabellionenurkunde

⁹ Labelled as ‘banknotarielle Urkunde (διαγραφή)’ by WOLFF 1978: 95–105.

¹⁰ The classification provided by Mitteis was taken over and described in greater detail by WOLFF 1978: 57–128, who focuses on the Ptolemaic and Roman periods.

(‘document produced by a *tabellio*’, that is a notary in the German juristic nomenclature), a process that is completed by the end of the fifth century (Wolff 1961: 115; Kovarik 2010: 31; Kovarik 2013: 201 & 217). To the Latin *tabellio* corresponds the Greek *συμβολαιογράφος* (‘notary public’) in Egypt: ‘These were private professionals who drafted private legal documents and applications to government officials’ (Miller & Sarris 2018: 393 n. 3). State notarial offices disappear, and banks stop issuing contracts; registration in Alexandria, which was mandatory in the Roman period, is not required anymore.

Mitteis notes other peculiarities that gradually enter the scribes’ practice, such as the adoption of consular dating in the documents, the addition of a cross before the date, the use of a clause where the *συμβολαιογράφος* states – in an objective style – the agreement of a contracting party, some changes in the order of the contracting parties in the heading, the mention of the *συμβολαιογράφος* at the bottom of the page, and the presence of the letters *χμγ* (sometimes *ρθ*) at the top. We shall come back to all of these below.

1.2.2. *Contracts of lease*

A study of contracts pertaining to land lease, published by Johannes Herrmann, confirms the overall picture sketched by Mitteis (Herrmann 1958: 39–55). In addition, Herrmann notes that, since the mid-fifth century, polite forms are in use, such as *ἡ σὴ εὐγένεια*, ‘your nobility’, instead of a simple *σύ*, ‘you’, to designate an individual who, in the heading, is qualified as *εὐγενής* (Herrmann 1958: 48). In the early sixth century, many contracts of lease bear the signatures of witnesses. Most importantly, Herrmann reaches the negative conclusion that, in respect to contracts of lease, the various turning points do not correspond to the standard periodisation (Augustus/Diocletian): instead of being influenced by political events, they follow their own pace of evolution (Herrmann 1958: 55). As regards the general picture of land lease, Herrmann’s view accords with Dieter Hennig, who states that ‘(...) die wirtschaftliche Situation der Pächter [hat] sich in allen drei Epochen nicht wesentlich verändert’ (Hennig 1967: 99).

1.2.3. *Contracts of labour*

Together with an edition of new documents pertaining to labour, Andrea Jördens addresses the issue of continuity in the writing of documents that belong to this specific category (Jördens 1990: 371–375). She reacts to the position taken by Joachim Hengstl, who identified a general shift at the time of Diocletian and thus justified placing a limit in the late third century for his own examination of documents related to labour (Hengstl 1972, quoted by Jördens 1990: 371).

Jördens pinpoints one specific sub-type of documents for which the late third/early fourth century indeed constitutes a turning point: wet-nurse contracts disappear after 300 CE. She sets this case, however, in contrast with other sub-types where on the contrary 300 CE marks a highpoint in the production of documents. Contracts for the replacement of liturgists, as well as those for labour hire (μίσθωσις τῶν ἔργων), appear in the mid-second century and are attested till the mid-fifth century. Thus, for most sub-types of contracts, she suggests – if at all – a turning point not in the late third/early fourth century, but rather in the mid-fifth century.

Jördens also warns against too simplistic an approach: she underlines the importance of geography, where variation from one nome to the next seems more relevant than changes induced by time. If some formal differences appear, this does not imply that the content and juridical dimension of contracts are altered in the same proportion. Therefore, instead of a deep change that supposedly took place at the beginning of the so-called Byzantine period, Jördens observes a continuity in the practice of the professional scribes who drafted contracts related to labour.

2. METHODOLOGY

2.1. Survey

The *Duke Databank of Documentary Papyri* presently records about 60,000 published Greek papyri and ostraca dating from the millennium from

300 BCE to 700 CE.¹¹ In the period between 300 CE and 650 CE, corresponding roughly to the label ‘Byzantine’, there are some 30,000 published documents. It was possible to sift out most contracts through the use of keywords (e.g. ‘Vertrag’ in the *Heidelberger Gesamtverzeichnis*), but some may have gone unnoticed;¹² embedded documents are not easily identified; and a detailed examination and description of each item would not only be very difficult, but also presumably fruitless. Therefore, the approach proposed here is not exhaustive, but relies on a wide survey: it allows the identification of general trends and does not cover every individual exception.¹³ A survey of contracts – more than a thousand documents – was made, together with a close reading of the original texts, noting the most conspicuous signs of an evolution.

Whenever a digital image was available online, it was also checked to identify the main characteristics of each document from a typological perspective, i.e. its material features in relation with both its content and the implicit rules followed by the scribes. Instead of drafting complete lists for each phenomenon, an almost impossible task, samples of representative examples were made, allowing the identification of trends and patterns. Whenever possible, items in those samples were selected among papyri for which a digital image is available online, to facilitate a typological approach. Printed images were also consulted in some cases.

The relative homogeneity of the material suggests that scribes followed a set of rules, either explicit (in handbooks) or implicit (by imitation). On the one hand, no handbook for the practice of Greek scribes has yet come to light; on the other, the existence of writing practices for contracts suggests that scribal training may have rested on imitation of models.¹⁴ Those could reflect the appropriate wording, without giving any guidance regarding the layout, for instance when a model was written on

¹¹ <<https://papyri.info>>.

¹² <<https://aquila.zaw.uni-heidelberg.de>>.

¹³ This is essentially the approach followed by WOLFF 1961: 116 n. 1 and 144 in his survey of Byzantine contracts, and by FOURNET 2009: 25 in his survey of late-antique letters.

¹⁴ E.g. *P. Oxy.* LXXII 4895 (Oxyrhynchos, 380 CE), a writing practice for a loan of money.

a wood tablet.¹⁵ Therefore, we are left to guess what the rules were by observing how the documents were prepared. The display of a document must be taken into consideration, together with a possible sequence in the writing of its various parts; it may yield valuable information on the underlying procedure.

2.2. Format, layout, structure, writing

Several parameters define the typology of documentary papyri. The format is determined by the way a scribe cuts a sheet of papyrus from a roll, the shape of the sheet and its orientation, and the direction of fibres. The scribe arranges his text according to the intended layout, follows virtual margins (there is no ruling), indents his text to highlight a specific element, adds a space between some parts of the text, sometimes inserts a blank window for another writer to add a piece of information. This gives the text its structure, according to rules that are required by the nature of the document.

The writing produced by the scribe must also be considered, noting the regularity and graphic style, the size of letters, linguistic competence (an elegant hand does not necessarily go together with proper spelling, and vice-versa), as well as the presence of several hands on a single document. Moreover, a single scribe may use different styles of writing, depending on the part of the document.

2.3. Geographical areas in specific periods

As mentioned above, Andrea Jördens underlined the geographical diversity and heterogeneity of our papyrological documentation. Many areas in Egypt – especially in the Delta – are poorly documented, only few typological rules apply to all nomes, and types evolve through time. It will

¹⁵ *SB* XXVI 16507 (Oxyrhynchites, 475 CE); *SB* I 5941 (unknown provenance, 510 CE); PAPATHOMAS 1999.

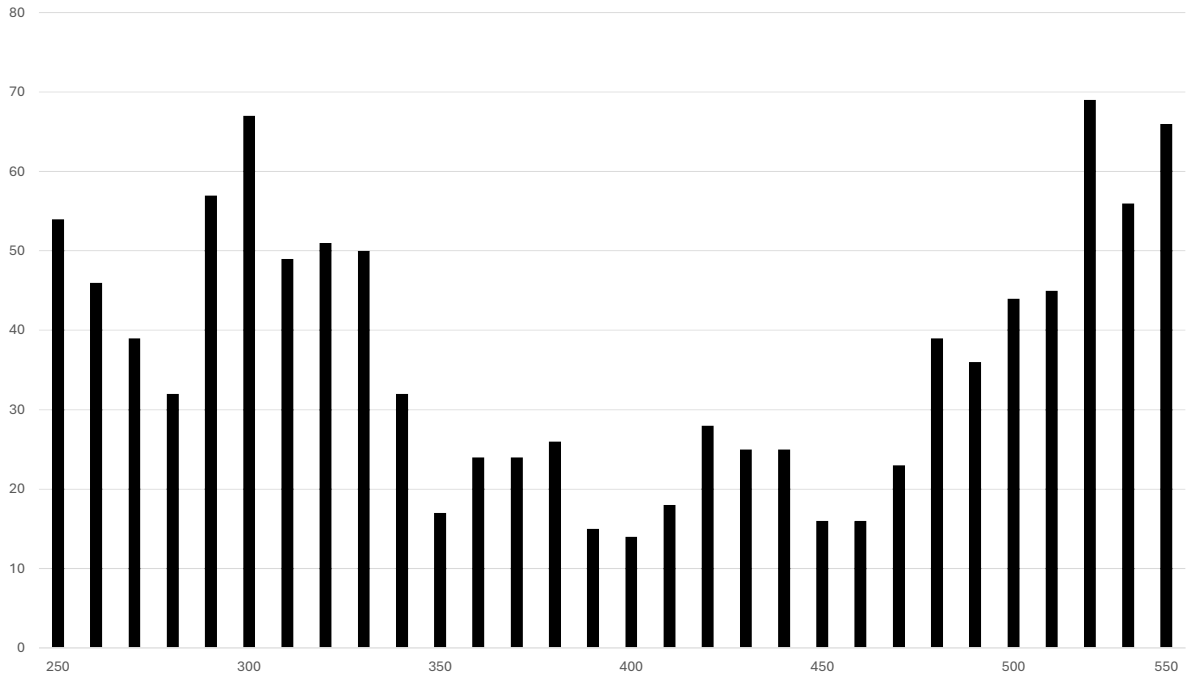


Fig. 1. Chronological distribution
of published and dated documentary papyri, by decade

nonetheless be possible to identify some general trends that seem to apply to various areas in Egypt.¹⁶

Moreover, the chronological distribution of published papyri in the period 250–550 CE is uneven, especially as regards contracts (Fig. 1). A broad assessment can be made by searching in the *Heidelberger Gesamtverzeichnis* all papyri labelled as ‘Vertrag’, by decade.

Imprecise in its details as this rough graph may be, it nonetheless reflects the dive in the state of our papyrological documentation in the fifth

¹⁶ This point is also addressed by FOURNET 2009: 29 when dealing with Late Antique letters: the trends he identifies among letters from Oxyrhynchos find a confirmation among other documents from Middle and Upper Egypt.

century. The imbalance is enhanced by the fact that, in the fifth century, a great deal of our documents come from a single location, Oxyrhynchos. Therefore, a comparison of types of documents through a long period of time and over an extended territory can only be patchy. Papyrus finds are uneven, too, and often produce clusters of documents pertaining to a single area in a short period. The discovery of so-called archives does not imply that there was a rationale behind the preservation of a specific batch of papyri. Nonetheless, some trends emerge: one may think, for instance, of the offers to lease produced in the Hermopolite nome, which display a high degree of consistency in their format, layout, structure, and formulation.¹⁷

The specificity of local practices is borne out on a larger scale by a quick comparison with documents produced outside Egypt. In the mid-third century, some documents from Mesopotamia consist of sheets of parchment; the layout and writing style are quite distinct from the Egyptian material.¹⁸ Papyrus is also in use in the same area at the same time.¹⁹ One century later, a contract for the sale of a slave from Askalon (Phoenicia) is produced on a vertical sheet of papyrus, with the writing across the fibres.²⁰ Whereas objective formulation, where the scribe makes a statement on the transaction using verbs in the third-person, has virtually disappeared from Egyptian contracts at this time, this document retains it. Two centuries later, objective formulation is still in use outside Egypt, in Palestine and Jordan.²¹ Most phenomena mentioned here differ from the standard practice found in Egypt.²²

¹⁷ E.g. *P. Charite* 7 (347 CE); *BGU XVII* 2682 (481 CE).

¹⁸ E.g. *P. Euphr.* 10 (Karrhai [Mesopotamia], 250 CE; sale of a mare); *P. Euphr.* 8 (Beth Phuraia [Syria Coele], 251 CE; sale of a slave).

¹⁹ *P. Dura* 29 (Dura Europos, 251 [?] CE; contract of deposit), where the writing style is closer to Egyptian practice, but nevertheless idiosyncratic. The wording, layout, and structure differ from Egyptian practice.

²⁰ *BGU I* 316 (359 CE).

²¹ *P. Nessana* 15 (Rhinokorura [east of Pelusion], 511 CE; release of obligations); *P. Nessana* 18 (Nessana, 537 CE; marriage settlement); *P. Petra* 11 (Petra, 537 CE; agreement concerning family property).

²² A general assessment of this topic is provided by GASCOU 2009: 484–486.

Some features, however, are similar, such as the use of crosses to structure the document (*P. Nessana* 15; they will be discussed below). From a broader perspective, the legal content of contracts found in Byzantine Egypt rests on a tradition that is essentially Greek, with an addition of Roman concepts, as is the case in most of the Mediterranean; the Egyptian background does not seem to influence the writing of contracts in this period (Wolff 1961: 123, 129–132, and 137–138). A brief survey of the legal setting will illustrate the relation between the papyrological record of the fourth and fifth centuries, and the legislation introduced by Justinian in the sixth century.

3. LEGAL SETTING

3.1. Legal sources and papyri

Before describing the various features corresponding to changes in the way scribes prepared contracts between the mid-third and mid-sixth centuries, it is worth turning to the juridical dimension of the process. In the absence of a preserved handbook of scribal practice, the legal setting provides some indirect information on what was expected of those who drafted contracts. The available data corresponds for the most part to the legislation in the sixth century, when the process of change is already completed. It is nonetheless useful because it points to some elements that can be identified among Egyptian papyri from the fourth and fifth centuries. Moreover, although the regulation applied in some cases only to scribal practice in Constantinople, some requested features also appear in Egypt; imperial regulation extended, on some points, to the provinces. In other words, although our legal sources pertain only to a late period and a restricted geographical area, the prescriptions they make seem to confirm and formalise several aspects of scribal practice that took place earlier in Egypt too. In this respect, they provide useful information on what could be expected from a scribe within the context of this study.

3.2. Notaries

Several words are in use to designate notaries in the Roman period.²³ The terminology reflects in part an evolution in the way a deal was considered as valid, with an increasing tendency towards giving priority to the written form of a contract over other forms such as an oral agreement.²⁴

The *notarius*/νοτάριος, attested from the first century onwards (but probably more ancient), is originally – in the Republican period – a stenographer in charge of making *notae*.²⁵ The *tabulae notis scriptae*, ‘tablets with written notes’ do not carry legal validity except for soldiers, who enjoy the right to draft an improvised form of will (*testamentum militare*; Amelotti 1975: 5 and 9). In papyri, occurrences of a νοτάριος are scarce and for the most part imprecise before the fourth century.²⁶

Knowledge of legal concepts lies in the hands of so-called *iuris studiosi* or *iuris periti*, also known as νομικοί, who presumably handled complex cases (Amelotti 1975: 9–10). In Greek papyri from Egypt, there is no clear mention of the word before the second century CE, when many attestations quickly appear;²⁷ it remains in broad use until the seventh century. It seems to carry a less precise meaning than the other words used to designate notaries. This brings us to a third word, *tabellio*, where a loose overlap with νομικός is implied by the definition offered in the *Suda* (10th cent.):²⁸

²³ On the development of the activity of notaries in the Roman period, see AMELOTTI 1975: 1–144.

²⁴ AMELOTTI 1975: 25, who notes that written documents gradually acquire a higher probatory potential over other means of proof. In the reign of Constantine, the written form becomes mandatory for some deeds. This does not prevent the *stipulatio* from retaining its validity as an oral procedure; FINKENAUER 2023: 575.

²⁵ AMELOTTI 1975: 8 establishes a parallel between the *notarii* and the ταχυγράφοι/σημειογράφοι.

²⁶ *P. Oxy.* XLIV 3197 (III CE), ll. 7–15, with five occurrences; *P. Oslo* III 183 (mid-3rd cent. CE?), l. 8; *P. Harrauer* 35 (mid-3rd cent. CE), l. 24; *P. Abinn.* 17 = *P. Lond.* II 416, p. 295 = *W. Cbr.* 468 (c. 346 CE), l. 4.

²⁷ *P. Oxy.* XXXVI 2757, col. ii, l. 5, an extract of prefectorial records, is dated *later* than 79 CE, but may have been copied in the second century.

²⁸ *Suda*, s.v. παβελλίων [τ 3]. SACHERS 1847: 1850–1852; CALDWELL 2013; BENAÏSSA 2007: 224, and Preisigke’s note on *P. Stras.* I 1, l. 15.

ταβελλίων· ὁ τὰ τῆς πόλεως γράφων
συμβόλαια, ὁ παρὰ τοῖς πολλοῖς νο-
μικὸς λεγόμενος.

tabellio: the person in charge of writ-
ing contracts of the city, ordinarily
called *nomikos*.

The wording ὁ τὰ τῆς πόλεως γράφων συμβόλαια looks like a periphrasis for the frequently attested συμβολαιογράφος, with the *Suda* specifying that his activity takes place in the cities. A distinction should also be made between a νοτάριος (private notary, *tabellio*) and a συμβολαιογράφος (a state-authorised *tabellio*);²⁹ but it is hardly relevant in the early fourth century.

The Latin *tabellio* is first attested through Ulpian (2nd/3rd cent. CE).³⁰ As for the συμβολαιογράφος, the equivalent of the Latin *tabellio*, the reading of an isolated case (*P. Sakaon* 64 [Theadelphia, Arsinoite nome], l. 22) suggests his presence in our papyrological documentation as early as 307 CE: ἐπράχθη δι(ὰ) ἐμοῦ ...δου συμβολαιογράφου. On the basis of a digital image of the papyrus, I find it difficult to read συμβο- (on this, I cannot agree with my anonymous reviewer), but I have no better reading to offer. If there were συμβολαιογράφοι in Egypt in the early fourth century, they must have been quite scarce, and this single clue seems rather weak. The title συμβολαιογράφος becomes more widespread in legal texts at large through the fourth century, but not in Egypt, where they really appear only in the fifth century, with a first occurrence in Hermopolis in the period 442–447 CE (*SB XXII* 15317, l. 17: δι' ἐμοῦ Σαραπίωνος συμβ[ο]-λ(αιογράφου) ἐγράφ(η)).³¹ Here, in contrast with the case mentioned

²⁹ SACHERS 1847: 1850–1852; BENAÏSSA 2007: 224. The label given to a notary is determined both by his status (private or State-authorised) and by his geographical location. AMELOTI 1975: 42 states that Justinian's legislation never went so far as to turn the *tabelliones* into civil servants ('pubblici funzionari', in Amelotti's words).

³⁰ AMELOTI 1975: 15, who quotes (75 n. 38) D. 48.19.9.4 (Ulp. 10 *de officiis proconsulis*): *vel iuris studiosis (...) vel advocatis vel tabellionibus sive pragmaticis*, 'either persons with a competence in law, or attorneys, or notaries, or juridical consultants'. Their task is described as *instrumenta formare, libellos concipere, testationes consignare, testamenta ordinare vel scribere*, 'to produce legal documents, to elaborate petitions, to add their signature to testimonies, to prepare or write wills'.

³¹ SEIDL 1931: 1084: 'Συμβολαιογράφος ist jedenfalls der häufigste Titel für Privatnotare

above, in spite of the dots placed by the editor under *συμβ-*, the reading (based on a digital image) seems quite acceptable.³²

Throughout the Roman period, notaries found themselves increasingly in the position of intermediaries between local custom and Roman formalism. Writers of documents became a professional class, corresponding to the *tabelliones* (Amelotti 1975: 14–15). Between the fourth and the sixth century, notaries were therefore private professionals. They did not hold an official position on behalf of the State but oversaw the drafting of private contracts. Each *statio*, corresponding to a licensed notarial office, was headed by a *συμβολαιογράφος*.³³ In 537 CE the emperor Justinian and his legal staff, confronted with a case where a notary had denied responsibility for a forgery by blaming his subordinates for a lack of control, made chief notaries answerable for the whole process of establishing a contract (*Nov.* 44 pr.). Failing to do so, a notary could lose the license attached to his *statio*, which could be handed over either to a subordinate, or to someone outside the *statio* if subordinates had also failed in their mission of control (*Nov.* 44.1.1–2).

3.3. Requirements made by Justinian's legislation

In an early but fundamental survey of the *tabellio* (*συμβολαιογράφος*, 'notary public'), Erich Sachers quotes three important legal sources: I. 4.21.16–17 (528 CE), *Nov.* 44 (537 CE), and *Nov.* 73 (538 CE).³⁴ To the two

seit dem 4. Jhdt., was auch damit übereinstimmt, daß die *Novellen* Iustinians und die *Basiliken* *συμβολαιογράφος* im Sinne von *tabellio* gebrauchen'.

³² The first edition of the papyrus, BGU XII 2165, had *ταβελλί(ωνος)*, which was only hesitatingly accepted by DIETHART & WÖRZ 1986: 71: 'ταβελλ() schwierig zu lesen; in Hermupolis nicht übliche Berufsangabe'. The reading *συμβ[ο]λ(αιογράφου)*, proposed by PALME 1994: 66, seems preferable and would better fit a Hermopolite context: 'Nach dem Photo lassen sich die Tintenspuren mindestens ebenso gut als *συμβ[ο]λ()* lesen'.

³³ *Nov.* 44.1.1: *τῶν καλουμένων στατιόνων*, a passage where one may also note the equivalence between the Latin *tabellio* and the Greek *συμβολαιογράφος*.

³⁴ SACHERS 1847: 1854; English translation of the *Code*: FRIER *et alii* 2016, vol. 2: 874–869. English translation of the Latin version of the *Novels*: MILLER & SARRIS 2018, vol. 1: 393–396 and 515–521. On those three sources rest also the survey on Byzantine contracts provided by

Novellae quoted by Sachers should be added *Nov.* 47, the content of which will be addressed below. The main purpose of the regulation found there seems to be to protect the contracting parties from forgery, an essential provision that guaranteed secure trade and property.³⁵ There were two ways to grant this protection: by ascertaining that a document had indeed been prepared by the notary whose signature appeared at the foot of the contract; and by requesting the testimony of witnesses whose signatures were found between the main body of text and the notary's signature. We shall come back to those points below.

The initial legislation issued by Justinian requested that a contract should be made in a fair copy (*in mundum* 'clean, tidy': I. 4.21.17). It had to be confirmed by the signatures of the contracting parties (*subscriptionibus partium confirmata*). It could be written by a notary in which case the notary was held responsible for the formal finalisation of the deed (*completum a tabellione*). This has several practical consequences on the drafting of contracts as they appear in our Egyptian papyri.

The first requirement implies that notaries could not validate a contract unless it was considered faultless. It does not mean that every papyrus bearing a contract is free of any defect, but there is no doubt that scribes, while drafting a contract, most often invested a lot of attention into meeting an expectation that was formalised in legislation only in the sixth century. It may also partially explain the evolution of the legal clauses found in contracts, where notaries gradually foresaw every potential difficulty in the execution of the deed. A notary would presumably not have signed a faulty copy, for instance if a clause had to be crossed out.³⁶

The second requirement, namely that the contract be confirmed by the signatures of the contracting parties, is also reflected in the scribal

WOLFF 1961, and the more specific studies by KOVARIK 2010 on the Tabellionenurkunde, and KOVARIK 2013 on the letter-form of Byzantine contracts.

³⁵ This is the general interpretation followed, in his discussion of *Nov.* 44 and 47, by FEISSEL 1993: 504–507.

³⁶ E.g. *P. Vind. Sal.* 9 (Hermopolis, 509 CE), where several clauses were erased by the scribe. The notary's signature is missing at the bottom of the document. Rather than a draft, this is probably a first attempt that went wrong; the scribe may then have prepared a corrected copy.

practice in Egypt long before Justinian made it mandatory. A signature may betray a limited mastery of handwriting;³⁷ quite frequently, someone would sign on behalf of an illiterate person.³⁸

Regarding the completion of the deed by the notary, this corresponds to the so-called Notarsunterschrift, ‘notary’s signature’: the German word has established itself in papyrological circles through a standard survey on the matter (Diethart & Worp 1986; Kovarik 2010: 35–37). The appearance of Notarsunterschriften in our papyrological record will be further discussed in a section below, but at this point it is the lexical and legal dimension of the phenomenon that deserves some attention. It seems clear that, even before the time of Justinian, the *συμβολαιογράφοι* whose signatures appear at the bottom of Egyptian contracts in the form of Notarsunterschriften are always the head of a *statio*, vouching for the validity of the whole legal process involved in the contract. To the Latin verb *compleo* correspond Greek verbal forms found in Notarsunterschriften in Egypt, such as *ἐτελειώθη* and *ἐπράχθη* (Seidl 1931: 1083; Amelotti 1975: 35). The main body of the contract is, in most cases, prepared by a scribe working for the *statio*.³⁹ If unforeseen circumstances prevent a notary from overseeing the completion of a contract prepared in his *statio*, he may designate a deputy; but the legislation clearly presents this as an exception, not a general rule (*Nov.* 44.1.4).

³⁷ *P. Oxy.* LXXII 4907 (Herakleopolite nome?, 422 CE), ll. 15–18. On the phenomenon of the so-called *βραδέως γράφων*, already well attested in the Roman period, see YOUTIE 1971.

³⁸ *P. Berl. Zill.* 5 (Arsinoite nome, 417 CE), ll. 23–24. In *SPP XX* 117 (Herakleopolite nome, 411 CE), ll. 18–19, a scribal teacher (*γραμματοδιδάσκαλος*) signs on behalf of an illiterate individual.

³⁹ *Nov.* 44 pr., referring to the *tabellio*: *καὶ γὰρ οὐδὲ ὁ γραφεὺς ἦν τοῦ συμβολίου*, ‘and he was not the one who wrote the document’. The legislation covers cases where the notary has outsourced the writing of a contract to a subordinate (*Nov.* 73.7.1: *εἰ μὲν οὐ δι’ ἑαυτοῦ ἔγραψεν ἀλλὰ διὰ τινος τῶν ὑπουργούντων αὐτῷ*, ‘in case he did not write by himself, but through another individual assisting him’), and others where the notary did the writing himself (*τό τε συμβόλαιον αὐτὸς ἄπαν δι’ ἑαυτοῦ γέγραφέ τε καὶ ἐτέλεσεν ὁ συμβολαιογράφος*, ‘the notary in person wrote the whole contract by himself and finalised it’).

Therefore, completion should be understood neither as the actual writing of the main body of the contract, nor as the signing of the contract, but as the formal finalisation of the deed, for which the notary took full responsibility. He was expected to receive instructions from the contracting parties and had to be present while the business was released, i.e. confirmed by the contracting parties.⁴⁰ Completion became effective once the *συμβολαιογράφος* had applied his signature to the bottom of the contract, and he could not do so unless he had handled the matter himself.⁴¹ This provision was valid both in Constantinople and in the provinces.

3.4. Protection against forgery

Those measures may have helped to clarify the responsibility of notaries, but they did not prevent forgers from producing fake documents. This is neatly illustrated by an anecdote taking place in the Syrian city of Emesa, as recalled by Procopius (6th cent.).⁴²

Ἰ Πρίσκος τις ἐν τῇ Ἐμεσηνῶν ἐγένετο πόλει, ὅσπερ ἀλλότρια γράμματα μιμείσθαι εὐφυνῶς ἐξηπίστατο, τεχνίτης τε ἦν περὶ τὸ κακὸν τοῦτο δεξιὸς ἄγαν.

There was a certain Priscus in the city of Emesa who had a great natural ability in imitating the handwriting of others, and he was a very clever artist at this evil business.

⁴⁰ Nov. 44.1.1: ἡνίκα τε ἀπολύοιτο παραγίνεσθαι. On this interpretation of ἀπόλυσις/*absolutio* as the confirmation of the deal by the contracting parties, following the *stipulatio*, see AMELOTI 1975: 38. The formula appears in papyri in the fifth century CE, e.g. *P. Princ.* II 82 (Lykopolis, 481 CE), ll. 74–79, and is widespread in the sixth century.

⁴¹ Nov. 44.1.1: μὴ ἄλλως ἐπιτιθέναι τῷ χάρτῃ τὴν πλήρωσιν πλὴν εἰ μὴ ταῦτα πραχθείη, ‘or else, failing that, they are not to have the papyrus completed at all’.

⁴² Procop. *Anecd.* 28.1–6 (ed. and transl. DEWING, Loeb Classical Library), paraphrased also in the *Suda*, s.v. Πρίσκος (π 2303). In § 6, besides the explicit mention of the *tabellio*, note the use of the verb ἐπετέλει, which must specifically designate the *completio* of contracts.

2 ἐτύγχανε δὲ ἡ τῶν Ἑμεσηνῶν ἐκκλησία τῶν τινος ἐπιφανῶν κληρονόμος γεγενημένη χρόνοις τισὶ πολλοῖς ἔμπροσθεν.

3 ἦν δὲ οὗτος ἀνὴρ πατρίκιος μὲν τὸ ἀξίωμα, Μαρμιανὸς δὲ ὄνομα, γένει λαμπρὸς καὶ περιουσία χρημάτων.

4 ἐπὶ δὲ Ἰουστινιανοῦ βασιλεύοντος ὁ Πρίσκος διερευνησάμενος πόλεως τῆς εἰρημένης τὰς οἰκίας πάσας, εἴ τινας εὖρε πλούτῳ τε ἀκμάζοντας καὶ πρὸς ζημίαν χρημάτων μεγάλων διαρκῶς ἔχοντας, τούτων διερευνησάμενος ἐς τὸ ἀκριβὲς τοὺς προπάτορας, γράμμασιν αὐτῶν παλαιοῖς ἐντυχῶν, βιβλίδια πολλὰ ὡς παρ' ἐκείνων γεγραμμένα πεποιήται, ὁμολογούντων πολλὰ χρήματα τῷ Μαρμιανῷ ἀποδώσειν ἅτε παρακαταθήκης λόγῳ ταῦτα πρὸς ἐκείνου κεκομισμένων.

5 τὸ τε ὁμολογημένον ἐν τούτοις δὴ τοῖς καταπλάστοις γραμματείοις χρυσίον ξυνήει οὐχ ἦσσαν ἢ ἐς ἑκατὸν κεντηνάρια.

6 καὶ ἀνδρὸς δὲ τινος ὅσπερ ἐπὶ τῆς ἀγορᾶς τηνικάδε τοῦ χρόνου καθήμενος ἦν ἵκα ὁ Μαρμιανὸς περιῆν δόξαν τε πολλὴν ἐπὶ τῇ ἀληθείᾳ καὶ τῇ ἄλλῃ ἀρετῇ ἔχων, ἅπαντα ἐπετέλει τὰ τῶν πολιτῶν γραμματεῖα, ἕκαστον οἰκείοις ἐπισφραγίζων αὐτὸς γράμμασιν, ὥνπερ ταβελλίωνα καλοῦσι Ῥωμαῖοι, τὰ γράμματα δαιμονίως μιμησάμενος τοῖς διοικουμένοις τὰ πράγματα τῆς Ἑμεσηνῶν

Now it happened that the Church of Emesa had, a good many years before, become the heir of one of the notables.

The man in question was of patrician rank, one Mammianus by name, a man of distinguished family and great wealth,

and during the reign of Justinian Priscus investigated all the families of the above-named city, and if he found any persons who both abounded in wealth and were capable of sustaining great losses of money, he would carefully trace out their ancestors, and when he chanced upon old letters of theirs, he made many documents purporting to have been written by them, in which they promised to pay to Mammianus large sums of money on the ground that they had received this as a deposit from him.

And the total amount acknowledged in these forged documents amounted to no less than a hundred *centenaria*.

And selecting the writing of a certain man who had been wont to have a seat in the market-place at the period when Mammianus was alive, a man who had a great reputation for truth and for virtue in general, and who used to execute all the documents of the citizens, sealing each personally with his own writing (such a person the Romans call *tabellio*), Priscus, after

ἐκκλησίας παρέδωκεν, ὡμολογηκόσι
μοῖραν αὐτῷ τινα κεῖσθαι τῶν ἐνθέν-
δε πορισθησομένων χρημάτων.

making a marvelous imitation of this man's writing, delivered the documents to those who administered the affairs of the Church of Emesa, they having promised that a share of the money to be derived from that source should fall to him.

The difficulties induced by forgeries must have been even greater in Constantinople, where new legislation was introduced by which each contract was to carry a *πρωτόκολλον*, that is a sheet of papyrus, attached to the roll and bearing an elaborate design (stamp) with the name of the *comes sacrarum largitionum*.⁴³ When this obligation was made in Constantinople in 537 CE, it was hardly an innovation: *πρωτόκολλα* appear among our Egyptian documents since the early fifth century;⁴⁴ they are often poorly preserved because, when a contract was rolled up, the *πρωτόκολλον* was on the outside, thus exposed to damage.⁴⁵ It should be added that, while the new legislation imposed the use of a *πρωτόκολλον* in Constantinople, this rule was apparently not universally (or at least not immediately) enforced: a contract written in Constantinople in 541 CE was found in Egypt and it does not carry a *πρωτόκολλον* – or else it was lost (*P. Cair. Masp.* II 67126; Kovarik 2010: 33). There are nonetheless some elements of similarity between Egypt and Constantinople, as shown by another Constantino-

⁴³ *Nov.* 44.2.1: τὸ καλούμενον πρωτόκολλον ... φέρον τὴν τοῦ κατὰ καιρὸν ἐνδοξοτάτου κόμητος τῶν θείων ἡμῶν λαργιτιόνων προσηγορίαν, 'what is called a *protokollon* ... bearing the name of the most illustrious *comes sacrarum largitionum* in office'. AMELOTTI 1974: 40; DIETHART, FEISSEL, & GASCOU 1994: 9, where those elaborate designs are called 'timbres' or 'estampilles'; KOVARIK 2010: 32–33.

⁴⁴ The earliest attestation recorded by DIETHART, FEISSEL, & GASCOU 1994: 11 is *P. Vin-dob.* G 24032 = *SB XXII* 15572 (unknown provenance, 427–428 CE).

⁴⁵ A fortunate exception is *P. Oxy.* LXIII 4394 (Alexandria, 494–500 CE), a long roll preserved almost entirely, which was found rolled up with the beginning inside. The crude aspect of early *πρωτόκολλα* is to be distinguished from the more elaborate designs that appear in the late Byzantine period, such as *P. Oxy.* XXIV 2020 (614 CE); a description of this later type is provided by DIETHART, FEISSEL, & GASCOU 1994: 30–32.

politan document found in Egypt.⁴⁶ Furthermore, it seems likely that the Empire's capital city played a leading role in the dissemination of scribal practices in the provinces, including Egypt (Wolff 1961: 143).

The problem of potential forgeries was addressed again in *Nov. 73*, with an emphasis on the authentication of documents. Comparing the writing of a contract with another document produced by the same scribe or notary could help, but it was not enough. A scribe's writing could be imitated, and his style might change: it evolved as an individual grew older; it could be modified by illness; the writing implements (pen, ink) could also affect the comparison (*Nov. 73 pr.*). Therefore, when a judge had to authenticate a contract, he made a thorough examination of other clues provided by the document.⁴⁷

Some agreements were also passed orally, which made it impossible to compare any writing; and even when there was a written contract, its authenticity could be confirmed by an oral statement made by witnesses who had been present when the deed was initially completed. In *Nov. 73*, an assessment of the writing brings the conclusion that a contract is not genuine, but the testimony of witnesses overturns this first evaluation. Here again, although the legislation introduced by Justinian formalised the obligation made to the notary to have a contract signed by at least three witnesses before he could complete the deed (by applying his *Notarsunterschrift*), witnesses appear in papyri from Egypt at an earlier stage. The process, however, is not immediate and straightforward, as we shall now see, and it seems to be conditioned by the level of competence of scribes.⁴⁸

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⁴⁶ *P. Cair. Masp.* I 67032 (551 CE); WOLFF 1961: 139 n. 53 notes that several clauses bear some resemblance to Egyptian contracts, e.g. l. 62: *κινδύνῳ ἡμῶν καὶ πόρῳ*, 'at our own risk and financial liability'.

⁴⁷ *Nov. 73.6*: *εἴ τινα σημεία εὑροῖεν προσγεγραμμένα τοῖς χάρταις*, 'whatever signs they have found added to the papyri'.

⁴⁸ The following section is a mere attempt at addressing a question that has remained unanswered since it was raised by WOLFF 1961: 129.

3.5. Witnesses

Once the typically Ptolemaic six-witness contracts vanish in the early Roman period, witnesses appear seldom in contracts, and only in specific environments.⁴⁹ Moreover, contracts were often deposited in a record-office through the process of *δημοσίωσις*, which reduced the necessity of having witnesses testify to the validity of a contract. It cannot be assumed that scribes in Egypt constituted a homogeneous body possessing a uniform level of competence. Scribes in the *χώρα* typically dealt with business that was specific to the lives of the inhabitants in the Nile Valley, and they were trained within a local setting at the scale of a nome. Some contracts, however, reflect the work of scribes belonging to other traditions, either because the scribes were active outside the Egyptian *χώρα*, or because they dealt with a distinct group, such as soldiers in the Roman army. To this category belongs an act of divorce from Dura Europos (Syria) in 254 CE: its non-Egyptian origin, as well as the military context, make it quite atypical in regard of the Egyptian *χώρα*.⁵⁰ The same applies to a will written in a military context, and another copy of a will, both from Karanis in 320 CE.⁵¹ There is also an act of manumission from Elephantine in 355 CE, and a contract for the sale of a slave from the Kellis Oasis in 362 CE.⁵² In those documents, the number of witnesses varies from two to six.

In the same period, some contracts display three witnesses, e.g. *SB VI* 9219 (Hermopolis, 319 CE), and foreshadow the legislation formalised – or confirmed – in *Nov. 73* (538 CE) by which at least three witnesses are required.⁵³ Strictly speaking, this is not a contract, but a declaration sub-

⁴⁹ WOLFF 1961: 134–135, who recalls that confirming the validity of a contract through witnesses is a typically Greek practice.

⁵⁰ *P. Dura* 32, at least three – presumably six – witnesses. Contrary to Egypt, in Dura Europos witnesses in contracts from the Roman period appear on a regular basis; WOLFF 1961: 135.

⁵¹ *P. Col.* VII 188, six witnesses; *SB XX* 14379, six witnesses.

⁵² *M. Chr.* 361, five witnesses; *P. Kell.* I 8, two witnesses.

⁵³ WOLFF 1961: 132 underlines the close correspondence between the papyri and the rules found in *Nov. 73* (e.g. *μάρτυρας οὐκ ἑλαττους τῶν τριῶν*, ‘no less than three witnesses’).

mitted to the property archive (βιβλιοθήκη ἐγκτήσεων) of Hermopolis that includes an embedded copy of the contract for a sale of land. This document was prepared with extreme care, both in wording and writing. The vendor is an Alexandrian woman of high standing, seconded by another Alexandrian, on behalf of her orphaned children (her husband is dead); the buyer is a local magistrate in Hermopolis. The deed was registered in the office of a μισθωτῆς ταβελλιόνων (6 and 8), that is a contractor for the *statio* in the Hermopolite nome. It is noteworthy that here the Latin word *tabellio* is directly transliterated in Greek characters. The document bears a *stipulatio* clause; both Alexandrians have signed the contract, before three witnesses apply their signatures. A lawyer (νομικός) then completes the deed by signing too, an addition that may be justified by the complexity of the deed.⁵⁴ Thus, this contract, dating from the early fourth century, already fulfils the future requirement of Justinian's legislation: fair copy, confirmation by the signatures of the contracting parties, signature by no less than three witnesses, completion by a *tabellio*. A relation between the high social status of the contracting parties and the care given to the formal aspects of the contract seems likely. In other words, by requiring the presence of no less than three witnesses, Justinian's legislation normalised a practice that was already in place in the early fourth century, but for some contracts belonging to a context that was not necessarily familiar to the average scribe in the χώρα. By contrast, in a sale of land from the Arsinoite or Herakleopolite nome, dating from 373 CE, a single witness appears at the bottom of the document, but the notary did not apply his own signature (SB XXII 15605).

It is in the fifth century that the picture gradually changes, as the sample below shows (Table 1).⁵⁵

Notaries in the χώρα have now started asking witnesses – their number ranges from one to four – to confirm ordinary contracts, and the trend continues in the early sixth century, when the number of witnesses

⁵⁴ Line 25: δι' [ἐμο]ῦ Ἐρμ[οῦ] νομικοῦ τόπο[υ ...] κλητ[...ων ἐτελε[ιώθ]η; DIETHART & WÖRLE 1986: 63, # 5.6.1.

⁵⁵ WOLFF 1961: 126–128, who underlines the scarce presence of witnesses among documents from the Oxyrhynchite nome.

Table 1. Witnesses mentioned at the end of contracts (5th cent.)

<i>Number of witnesses</i>	<i>Siglum</i>	<i>Date</i>	<i>Provenance (nome)</i>
1	SB XXII 15620	424	Antinoite
	P. Oxy. XIX 2237	498	Oxyrhynchite
2	PSI XII 1239 = SB V 7996	430	Antinoite
	P. Prag. II 131	455	Arsinoite
	P. Oxy. LXIII 4390	469	Oxyrhynchite
	SB V 7758	497	Hermopolite
	CPR VI 6	439	Hermopolite
3	BGU XII 2151	476	Hermopolite
	SPP XX 128	487	Arsinoite
	SB XIV 12050	498	Hermopolite
4	P. Princ. II 82	481	Lykopolite

Table 2. Witnesses at the end of contracts (early 6th cent.)

<i>Number of witnesses</i>	<i>Siglum</i>	<i>Date</i>	<i>Provenance (nome)</i>
2	P. Worp 31	c. 500	Hermopolite
	P. Stras. V 471bis = P. Flor. I 73	505	Hermopolite
	SB IV 7369	512	Hermopolite
3	BGU XVII 2683 = SB XIV 11373	513	Hermopolite
	P. Scholl 8	515	Hermopolite
	PSI IV 296	520	Hermopolite

is still not firmly established.⁵⁶ In the above sample (Table 2), contracts from the Hermopolite nome vary between two and three witnesses.

⁵⁶ HERRMANN 1958: 52 notes that many land lease contracts from the early sixth century bear the signatures of witnesses.

It seems, therefore, that the scribal practice in the Egyptian *χώρα* is evolving towards a norm but is not firmly established. The legislation introduced by Justinian will in essence specify, not only that the signature of witnesses is required, but also that one or two are not enough.⁵⁷

3.6. Legal setting: conclusion

To conclude on the legal setting, our sources from the time of Justinian provide, with hindsight, a general idea of what was expected from the scribes who drafted contracts. The legislation from the sixth century does not replace a handbook for scribes, but it confirms some trends that were already developing during the fourth and fifth centuries, as our Greek documents from Egypt illustrate.

4. LOOKING BACK AT THE PAST

4.1. A range of general types

There is no specific way of writing a contract in Roman or Byzantine Egypt: instead of using a model designed from the outset for contracts, scribes borrowed from the general rules that prevailed for the drafting of other types of documents. They could adopt the codes of letter-writing; or recycle some rules used by other scribes to produce memoranda, petitions or declarations; or resort to a sheet format that had existed long before the arrival of the Greeks in Egypt. Those general types will serve to highlight some potential approaches followed by the scribes when preparing a contract. They do not cover all possibilities: there are other types of contracts, labelled as, for instance, *συγγραφαί*, *διαγραφαί*, or *συγχωρήσεις*; but the following general types undergo some changes that

⁵⁷ KASER 1934: 1039 underlines the figure of three witnesses as a required minimum. Among papyri from the fifth and early sixth centuries, a figure in excess of three is exceptional; *P. Princ.* II 82 (Lykopolite nome, 481 CE) records four witnesses.

lead either to their transformation, or to their disappearance in the Byzantine period.⁵⁸ It should also be noted that the flow is not always unidirectional: in the same period, scribes writing letters also tend to borrow from practices followed to produce contracts (Fournet 2009: 31).

4.2. *Cheirographon*

When applied to a contract, *χειρόγραφον* (literally ‘handwriting’) means that a scribe followed the rules of letter-writing. This is easily recognised by the fact that, originally, the document names the contracting parties as ‘X [nominative] to Y [dative] *χαίρειν*, ‘greetings’. This will change in the Byzantine period, as we shall see below. Since the general trend of the document corresponds to the form of a letter, the supposed sender states the proposed transaction towards his addressee. The formulation is always subjective. If a date is provided, it appears at the end of the document. Compared to a proper letter, contracts normally lack a closing salutation.

4.3. *Hypomnema*

A scribe may follow the rules used to write a memorandum (*ὑπόμνημα*), a type of document commonly used in the Roman period by individuals who submit a petition, a request, or a declaration to the authorities. When adapted to the writing of a contract, the document often consists of an offer submitted either to a landowner or to the authority in charge of public land to take on lease a patch of land – sometimes a building.⁵⁹ The characteristic opening is labelled as ‘to X [dative] from Y [*παρά* + gen.]’. The formulation is subjective and does not carry the closing formula that normally appears at the end of a *ὑπόμνημα* (*εὐτύχει* or *διευτύχει*, ‘farewell’). The date is placed at the end of the document, as in private contracts.

⁵⁸ A good summary of various types of contracts found in the Ptolemaic and Roman periods is provided by KOVARIK 2010: 27.

⁵⁹ See above, ‘1.2. Previous research on the topic’.

4.4. Private protocol

The two types described above, *cheirographon* and *hypomnema*, are purely private forms of contracts, both in terms of content and of form. With the disappearance of notarial offices, they will remain the only form of contract in use in the Byzantine period, with an overwhelming predominance of the *cheirographon*. In the case of so-called private protocols, it is their hybrid nature that deserves mention here: ‘on the one hand, they seem to follow the formulation in use in documents written by notarial offices (objective formulation or homology, *praxis* and *kyria* clauses, often also *stipulatio*, from the third century CE); on the other hand, they display features that belong to privately drafted contracts, especially date placed at the end, which is a clear sign that they were not produced by a notarial office’ (Ferretti *et alii* 2023).

The typology of such contracts is influenced by the place of writing. In the Oxyrhynchite nome, private protocols are characteristically prepared on long and narrow vertical sheets of papyrus, the so-called demotic format that may go back to pharaonic times (Sarri 2018: 91–107). We shall come back to this point below, in the discussion on page format. Private protocols also appear – rarely – in the Arsinoite nome, but with a difference: scribes tend to use shorter and slightly wider sheets of papyrus in this area, corresponding to the *pagina* format.

5. FROM THE THIRD TO THE FOURTH CENTURY

5.1. Direct impact of the Diocletianic reforms

The initial argument of this study consisted in an assessment of the impact produced by the reforms which Diocletian introduced in the administration and political structure of the Empire in the late third century. As a matter of fact, some concrete aspects of the reforms can be observed in Egyptian contracts: the currency system changes radically, dating procedures are aligned on the practice that prevailed in the rest of the Empire, and notaries appear at the end of contracts. It remains to be seen if those

changes justify the labels ‘Roman’ vs. ‘Byzantine’ to underline a difference between documents from the third and fourth centuries.

5.2. Currency

In the last three decades of the third century CE, some contracts mention prices in ἀργύριον παλαιὸν Πτολεμαϊκόν, ‘old Ptolemaic silver’, referring to the closed-currency system established by the Ptolemies in the early third century BCE (Table 3).⁶⁰ Strikingly, this wording occurs in papyri only once in the Ptolemaic period, then disappears completely before resurfacing during a few decades, before the currency reform of Diocletian in 296 CE, when the minting of tetradrachms in Egypt is discontinued; it is replaced with a monetary system that comprises gold, silver, and copper coins.⁶¹

This insistence on ‘old Ptolemaic silver’ both underlines a concern for the use of a currency considered as reliable and indicates that this way of making payments is close to extinction. At the end of this period, very large amounts start appearing in contracts, for instance a rent of two talents and 5,000 drachmas in silver, or three talents and 3,000 drachmas.⁶² Scribes must adapt to a new way of reckoning prices of real estate, rent, and wages, but this does not seem to fundamentally affect the way they draft contracts.

5.3. Consuls, Roman dating, and indictions

In the late third century CE, the standard dating system of the Ptolemaic and Roman period, by which scribes quoted the sovereign’s regnal year, gives way to consular dating, corresponding to the regular practice in Republican and Imperial Rome (Wolff 1961: 116). A first consular dating

⁶⁰ On the closed-currency system, see VON REDEN 2007: 43.

⁶¹ On the currency reform, see BAGNALL 1985: 19.

⁶² 2 talents + 5,000 drachmas = 17,000 drachmas (*P. Oxy.* LXI 4121 [289–290 CE], l. 12). 3 talents + 3,000 drachmas = 21,000 drachmas (*P. Oxy.* XVII 2136 [291 CE], l. 7).

Table 3. Occurrences of ἀργύριον παλαιὸν Πτολεμαϊκόν

182 BCE	<i>P. Mich.</i> III 182, l. 49	notarial contract about a loan
266 CE	<i>P. Ryl.</i> II 165, ll. 18–19	notarial contract, sale of land
269–270 CE	<i>SPP XX</i> 71, l. 11	notarial contract, sale of a slave
271–272 CE	<i>SPP XX</i> 72, l. 11	sale of a house
281 CE	<i>P. Lond.</i> III 1243, l. 9	contract of loan
286–287 CE	<i>P. Vind. Bosw.</i> 12, l. 8	contract of loan
287 CE	<i>P. Sijp.</i> 17, l. 27	petition about a contract of loan
290–291 CE	<i>P. Stras.</i> VI 539, l. 5	contract of lease
291 CE	<i>P. Stras.</i> VI 557, l. 19	contract of lease
293–304 CE	<i>SB XXIV</i> 16320, l. 16	contract of apprenticeship

in Greek contracts appears in 293 CE: *P. Lips.* I 4 and 5 (= *M. Chr.* 171), produced by a notary in Hermopolis, mentions both the consuls and the regnal year at the top of the document (against the older practice of placing the date at the end).⁶³ Among the occurrences of consular dating found at the beginning of the reign of Diocletian, two documents are written in Latin (*SB XVIII* 13851, l. 12; *P. Grenf.* II 110, l. 6 = *Ch.L.A.* III 205 [both 293 CE]); another is a Greek translation of a Latin original (*P. Oxy.* IX 1205 [291 CE], l. 14). An importation of the Latin scribal practice by Greek scribes seems likely.

The Roman army presumably played a role in spreading such changes: in *P. Oxy.* LXIII 4359 (324 CE), ll. 1–2, a fragment from a deed of purchase (of a slave?), involving a soldier from a unit stationed at Syene, the scribe provides a conversion from the Roman system of dating to the Egyptian: [πρὸ δεκαεπτὰ Καλανδῶν Σεπτεμβρίων,] ἥτις ἐστὶν Με[σο]ρῇ τρίτῃ καὶ εἰκάδι (= εἰκάς) ‘seventeen days before the calends of September, that is on the twenty-third of Mesore’. Although the first part of the dating is

⁶³ *P. Stras.* VI 594a belongs together with those two papyri. There is an earlier mention of consular dating (289 CE) in *P. Mich.* X 593, l. 18, but the document was written in 312 CE. On the placing of the date at the top, see WOLFF 1961: 120–121.

restored, the general phrasing seems unmistakable. The labelling and format of this document is also conspicuous: it is called a δίπλωμα (3); therefore, two copies were probably made of the same text on a single sheet, one above the other. The writing runs across the fibres. All in all, this suggests an idiosyncratic scribal practice, different from that of Greek scribes in Egypt. This trend is also noticeable among earlier documents: for instance, a freight contract was prepared in a non-standard format, where the scribe used a horizontal sheet of papyrus and wrote across the fibres.⁶⁴ The contract pertained to the delivery of wine for soldiers of the *legio II Traiana Fortis Valerianorum et Galliena*. A military context could induce a degree of improvisation, with contracts diverging from the norm of professional scribes.⁶⁵

P. Cair. Isid. 87 (Karanis?, 308 CE), ll. 7–8, belonging to the Archive of Aurelius Isidoros, bears a full Roman dating formula with a mention of calends.⁶⁶ The change, however, is gradual: in the same archive, the layout of *P. Cair. Isid.* 105 (Karanis, 297 CE) retains the traditional way of preparing contracts in the Arsinoite nome (with the main body of text separated from the date below by a window for the contracting parties to sign); there is only the standard regnal year and titulature, but no mention of the consuls. In *P. Oxy.* XXXI 2585 (315 CE), there is a date with consuls at the top (1–2), and a traditional date with regnal years at the bottom (21–22).⁶⁷

⁶⁴ *P. Oxy.* XLIII 3111 (Antinoopolis, 257 CE).

⁶⁵ E.g. *P. Oxy.* XLV 3261 (Oxyrhynchos, 324 CE), a contract concerning recruits where the signatories identify themselves as οἱ ἐξῆς ὑπογράφειν [μ]έλλον[τε]ς, ‘those about to undersign’ (2; transl. S. A. Stephens). A second point of improvisation is worth mentioning, although it is not specific to this scribe: he dated the document with τοῖς ἐσομ[έ]νοις ὑπ[ά]τοις] τὸ δ, ‘under the consuls to be designated, for the fourth time’ (1), a clause that appears 17 times in 323/4 CE but nowhere else (except one occurrence in 545 CE, *CPR* X 122); see BAGNALL & Worp 2004: 180–181. See also *P. Abim.* 60 (Dionysias, 346 CE), prepared on behalf of a soldier: the agreement is drafted in a mostly objective style, with an atypical and clumsy wording. The scribe wrote around some damage on his sheet of papyrus.

⁶⁶ Also *P. Cair. Isid.* 97 (308 CE), ll. 15–16, and *P. Grenf.* II 72 (Kysis, Oasis Magna, 308 CE), ll. 11–14.

⁶⁷ On the relation between regnal years and consular dates, see BAGNALL & Worp 2004: 44.

Scribes seem aware of the changes taking place in the dating practices, but this does not imply that they behave in a consistent manner when inscribing the date. In the bottom margin of *P. Kell.* I 40 (Kellis, 306–307 CE), someone wrote: *Φαῶφι ιη κατὰ Ἑγυπτίους*, ‘Phaophi 18 in the fashion of the Egyptians’.⁶⁸ In two documents from the Archive of Aurelius Isidoros dating from the same year 309 CE, one bears a consular date followed by the Egyptian month and day (*P. Cair. Isid.* 90, ll. 15–17), while the other displays a consular date followed by the mention of the Nones (*P. Cair. Isid.* 91, ll. 15–16).

Finally, the system of fifteen indiction-years may appear first in a contract of lease in 313 CE in Hermopolis, but this isolated case rests on the reading of a single *iota*.⁶⁹ The use of indiction years for dating is not homogeneous among the nomes of Egypt; some occurrences are recorded in the fourth century, but for the most part indictions become an established feature in the fifth century (Worp 1987).

The process of evolution is complete when Justinian, through *Nov.* 47.1 (537 CE), requires all notaries to use a triple system of dating, with a mention of the emperor, of the consuls, and of the indiction.

Unde sancimus et eos quicumque gestis ministrant, sive in iudiciis sive ubicumque conficiuntur acta, et tabelliones qui omnino qualibet forma documenta conscribunt <sive> in hac magna civitate sive in aliis gentibus, quibus nos praesidere dedit deus, hoc modo incipere in documentis: Imperii illius sacratissimi Augusti et imperatoris

Hence, we decree that all those serving on proceedings, whether in law-courts or wherever records are kept, both notaries public and document-clerks, at whatever level, whether in this great city [Constantinople] or in the other provinces over which God has granted us to rule, are to begin their documents

⁶⁸ See also *P. Kell.* I 34 (Kellis, 315 CE), ll. 19–20: *ὑπατείας τῶν δεσποτῶν ἡμῶν Κωνσταντίνου καὶ Λικιννίου Σεβαστῶν τὸ δ (...) Μεχεῖρ κε κατ' Αἰγυπτίους*, ‘under the fourth consulship of our masters Constantine and Licinnius, Augusts, (...) on Mecheir 25 in the fashion of the Egyptians’.

⁶⁹ *CPR XVIIIA* 2, l. 8: *οὐ]σης δευτέρας ἰ[νδικτιῶνος*. A fuller discussion is provided by BAGNALL & WÖRPF 2004: 10–11. This mention of an indiction among documentary papyri is one half century earlier than the first attestation recorded by WOLFF 1961: 144–145. His general observation on the phenomenon (116), namely that the indiction was mentioned as a rule only in the late fifth century, remains valid.

*anno toto', et post illa inferre consulis
appellationem qui illo anno est, et tertio
loco indictionem, mensem et diem.*

like this: 'In the ... year of the reign of ..., most divine Augustus and Emperor ...'. After that, they are to add the names of the consul for that year, then thirdly the indiction, followed by the month and the day. (transl. Miller & Sarris 2018: 406)⁷⁰

Scribes did not enforce the new rule immediately and universally: on the contrary, it seems that, whereas in some places scribes followed the legislation, in other places it was ignored for several decades (Wolff 1961: 118 and 150).

To conclude on dating, the turn from the late third to the early fourth century shows scribes in Egypt adjusting to a new way of providing the date in contracts. They do not relinquish immediately the old practice, but gradually adapt to the new system within a generation. This may suggest that older scribes were allowed to cling to their habits until their successors took over. The influence of documents in Latin, written by non-Egyptian scribes among army units, may also have played a part in this change.

5.4. Windows

When preparing a document, scribes sometimes leave a blank space so that another person – for instance an official – may fill it in with some additional information: signature, confirmation, reply, etc. During the Roman period, so-called windows occur frequently in the Arsinoite nome (Schubert 2018: 340–343). They remain in use until the early fourth century, for instance in an offer to lease, *SB* VI 9269 (Ptolemais Euergetis, 304 CE), l. 27, where the main body of the contract was written first (ll. 1–26),

⁷⁰ FEISSEL 1993: 172–173 (= FEISSEL 2010: 505) notes that the jurist Athanasios of Emesos (6th cent. CE), *Syntagma* 14.2 [ed. SIMON & TROIANOS 1989], placed *Nov.* 44 and 47 under one heading, *Περὶ συμβολαιογράφων καὶ συμβολαίων*.

followed by the date at the bottom of the sheet (ll. 28–32), leaving a window (l. 27) between the two sections for another scribe to add some identification of the individual who made the lease offer.⁷¹ I could find no further instances of windows in contracts from the fourth century or later.

5.5. Notarsunterschrift

5.5.1. *Relation between Notarsunterschrift and windows*

In the early fourth century, as scribes stop using windows for information to be added to contracts, notaries add their signature at the bottom of the sheet, in the form δι' ἐμοῦ X, sometimes adding a verb such as ἐγράφη, 'written through me, X'. This is the so-called Notarsunterschrift (see above, legal setting). It should be distinguished from a clause indicating that an official is seconded by an assistant.⁷²

The disappearance of windows coinciding with the appearance of the Notarsunterschrift raises the question of a possible causal relation between the two phenomena: did the scribes simply give up the windows because most of the information provided in this space could be conveniently placed at the bottom of the sheet, in the Notarsunterschrift? It rather seems that there is only a chronological coincidence, and that an explanation for this double phenomenon is to be sought in distinct changes of notarial practice.

⁷¹ *Αὐρήλ(ιος) Ἐκῦσις ἐτ(ῶν) μ οὐλῇ | ἀντικνημίζω* (on two lines [sic]), 'Aurelius Ekysis, 40 years, a scar on the shin'. The editor assigns the main body of the text and the date to two distinct hands, but – judging from an image of the papyrus – it seems likely that the same hand wrote both sections, the date more hastily than the preceding part.

⁷² E.g. *P. Sakaon* 11 (Theadelphia, Arsinoite nome, 297 CE), l. 15: *Αὐρή(λιος) Σεργηνίων δεκ(ά)πρωτος δι(ὰ) ἐμοῦ Σαρμ(άτου) σεσ(η)μείωμαι*; *P. Panop.* 2 = SB XII 10969 (Panopolis, 308 CE), ll. 13–14: *Ποιμένιος δι' ἐμοῦ Δημητρίου ἐξεμίσθωσα*. It seems unlikely that *P. Harr.* I 136 (Talao, Oxyrhynchite nome, 306 CE), l. 7, carries a Notarsunterschrift, in spite of the use of the verb *τελειόω*: *δι' ἐμοῦ Χαυρήμονος Παιηοῦς ἐτελ[ειώθη]*. The remains rather suggest a proposal for the replacement of a liturgist, with the document being prepared by an assistant. On this use of *δι' ἐμοῦ*, see DIETHART & WÖRNER 1986: 9–10.

The δι' ἐμοῦ X clause first appears in several contracts of the early fourth century, usually without a specification of the precise status of the notary. In a contract for land lease from 306 CE, the main body of the text was prepared by the notary himself, who left a blank space in the lower third of the sheet, where the landlady confirmed her assent. The notary then added his own Notarsunterschrift: δι' ἐμοῦ Ἀπίωνος σ .[....]() ἐγένετ(ο).⁷³ There is a similar lack of specification regarding the precise function of the notary in a contract for the loan of money from 314 CE. In this case, however, the notary had the document prepared by an assistant; he only added his Notarsunterschrift under the confirmation written by the debtor: [δ]ι' ἐμ[ο]ῦ Φιλονίκου ἐγράφη.⁷⁴ The same procedure was followed by the notary in charge of a contract for the sale of a house dating from 318 CE: δι' ἐμοῦ Χαιρήμονος.⁷⁵ In some contracts from the early fourth century, however, a νομικός is explicitly mentioned, for instance ἐπράχ(θη) δι' ἐμοῦ Ἀνίνου νο(μικοῦ), 'done through me, Aninos, notary';⁷⁶ or δι' [ἐμο]ῦ Ἑρμ[οῦ] νομικοῦ τόπο[υ ...]κλητ[.]νων ἐτελε[ιώθ]η, '(the sale) was completed by me, Hermes, notary of the place (...)'.⁷⁷

To summarise, Notarsunterschriften start appearing in the early fourth century. In this period, when the notary's function is at all specified, it is done with the broad term νομικός. Clear attestations of Notarsunterschriften mentioning either a νοτάριος or a συμβολαιογράφος appear only in the fifth century. Thus, the scribal practice of adding a notary's signature at the bottom of the sheet develops gradually from the beginning of the fourth century, to be firmly established in the fifth century.

The case of *P. Sakaon* 64 (307 CE), mentioned above on the matter of the συμβολαιογράφος in his legal setting, raises another question, namely that of the sequence between the writers. The notary – whatever his precise function – wrote the main body of the contract (1st hand), which was

⁷³ *P. Oxy.* I 102 = *P. Lond.* III 766 descr. (Oxyrhynchos, 306 CE), l. 26; DIETHART & WÖRNER 1986: 79, # 1.5.1.

⁷⁴ *P. Select* 7 (Oxyrhynchos, 314 CE), l. 21; DIETHART & WÖRNER 1986: 86, # 21.1.1.

⁷⁵ *SB X* 10728 (Oxyrhynchos, 318 CE), l. 26; DIETHART & WÖRNER 1986: 87, # 21.1.1.

⁷⁶ *P. Cair. Isid.* 88 (Karanis?, 308 CE), l. 17; not recorded in DIETHART & WÖRNER 1986.

⁷⁷ *SB VI* 9219 (Hermopolis, 319 CE), l. 25; DIETHART & WÖRNER 1986: 63, # 5.6.1.

directly followed by a confirmation submitted by the debtor (2nd hand, through an intermediary because the debtor was illiterate).⁷⁸ A blank space then separates this confirmation from the notary's signature, penned by the same hand that wrote the main body of the contract (1st hand). Thus, do notaries add their signature *before* the contracting party adds his confirmation (this would imply the presence of a window), or do they write the main body of text, leave a space for the contracting party to add a confirmation, and *only then* finalise the contract by adding their signature (in which case there is no real window, but a mere blank space that is filled in a straight sequence, from top to bottom)? In the second case, the notary would be using whatever space is left to place his signature.

A partial answer to that question is already provided, a posteriori, by the legal setting described in sixth-century legislation: as mentioned above, the notary took full responsibility for the content of the contracts under his supervision and therefore was expected to sign only when all other elements were already in place on the sheet of papyrus. In some cases, however, it would seem *prima facie* difficult to determine at what stage the notary added his signature.⁷⁹ Conversely, there are other instances where a scribe miscalculated the space required for the main text and the contracting party's confirmation, and therefore the notary had barely enough space to squeeze in his Notarsunterschrift at the bottom of the sheet.⁸⁰ This seems to confirm the general principle that his

⁷⁸ In contrast with a confirmation written by an intermediary, *P. Oxy.* XIX 2237 (498 CE), ll. 4–6, offers a case where a debtor, who happens to be a lawyer, specifies explicitly that he signed the confirmation in his own hand: *Ἀνρήλιος Θεόδωρος υἱὸς τοῦ τῆς μακαρί[α]ς [μ]νήμης Μεγάλου τοῦ καὶ Διδύμου νομικάριος ἀπὸ τῆς αὐτῆς πόλεως ἐξῆ[ς] ὅ[ς] πογράφων ἰδ[ί]οις γράμμ[α]σι*, 'Aurelius Theodoros, son of Megas a.k.a. Didymos of blessed memory, lawyer, from the same city, subscribing next in order with his own writing'. Also *P. Oxy.* I 136 (583 CE), l. 10; *P. Oxy.* LXXXIII 5388 (586 CE), l. 11.

⁷⁹ E.g. *SB* VIII 9876 (Herakleopolis, 534 CE), l. 23; *P. Hamb.* I 68 (Aphrodites Kome, mid-4th cent. CE); *SB* XX 15008 = *P. Flor.* I 15 + *P. Prag.* I 39 (Herakleopolis, 578 CE).

⁸⁰ E.g. *P. Oxy.* VIII 1130 (Senokomis, Oxyrhynchite nome, 484 CE), l. 31; *SB* V 7758 (Magdola Boukolon, Hermopolite nome, 497 CE), l. 40; *SB* IV 7369 (Hermopolis, 512 CE); *P. Cair. Masp.* III 67301 (Aphrodites Kome, 530 CE), l. 38, to be contrasted with *P. Cair. Masp.* III 67300 (527 CE), l. 22, where the notary had plenty of space left to add his signature;

signature was added only at the end of the process. Some scribes continue a practice that already took place in the Roman period, by which additions were prevented by the insertion of a row of St Andrew's crosses (×).⁸¹

To conclude on the question of the relation between the disappearance of windows in the early fourth century and the simultaneous development of Notarsunterschriften, the two phenomena do not seem to be related. Notaries add their signatures at the bottom of the sheet only after the contracting party has written his assent to the transaction; thus, they do not create a window, but use whatever space is left at the bottom of the sheet to place the Notarsunterschrift (sometimes miscalculating the amount of space needed). Placing a window or adding a Notarsunterschrift at the bottom of the sheet, however, follows the same logic, by which the scribe accompanies the process and manages the available space on his sheet of papyrus to provide a visible structure, thus making it easier for the reader to retrieve the essential information.

5.5.2. *Notarsunterschrift and prevention against forgery*

The brief survey of the legal setting presented above suggests that the primary purpose of Notarsunterschriften was the protection of the contracting parties and of their business: through his signature, a notary took responsibility for the formal correctness of a contract written under his supervision. In the same general perspective, the legislation established by Justinian and his legal staff also aimed at preventing forgeries. Thus, a notary's signature should be difficult to imitate, which explains a posteriori the elaborate design of Notarsunterschriften that appear before the reign of Justinian, sometimes with the addition of a pattern which can be

P. Oxy. I 140 (550 CE), l. 32; *P. Cair. Masp.* III 67303 (Aphrodites Kome, 553 CE), l. 26. This last document is discussed by FOURNET 2023: 23–24, who notes the constraints encountered by the scribe who had evidently miscalculated the space required for the text.

⁸¹ *PSI* XV 1538 (Oxyrhynchos, 2nd cent. CE; warrant [not a contract]), l. 5; *P. Gen.* I² 18 (Ptolemaïs Euergetis, 187 CE; declaration of *epikrisis* [not a contract]), l. 18. Contract in the fourth century: *CPR* VII 36 (Hermopolis, 331 CE; sale of a donkey), l. 20.

understood as a kind of stamp, akin to the stamps found on *πρωτόκολλα* (see above, legal setting).⁸² Notarsunterschriften are notoriously difficult to read, presumably as a device to prevent forgery.⁸³ In some cases, the signature looks like a succession of dense waves where no single character is distinguishable.⁸⁴

5.5.3. *Notarsunterschrift in Latin characters*

Starting in the late fourth century, the Notarsunterschrift's standard *δι' ἐμοῦ* may be transliterated with Latin characters (not *per me*, but *di emu*). Scribes, however, frequently retain the Greek writing, and sometimes both Latin and Greek writing appears in a same Notarsunterschrift. Whether this is another device meant to baffle potential forgers must remain an open question.⁸⁵ Whatever the answer, the general use of Latin characters indicates that scribes are sensitive, if not to the language itself, then at least to the style of writing in use in the Western half of the Empire; some Greek and Latin letters become interchangeable, such as *δ* and *d*, not only in Notarsunterschriften, but also in other parts of documents.⁸⁶

The use of Notarsunterschriften in Latin characters is widely attested in the fifth century and remains frequent till the Arab conquest. Crosses, which often appear before a Notarsunterschrift, will be discussed below.

To conclude on Notarsunterschriften, they do appear in the early fourth century, but there seems to be a period of adaptation before their form stabilises in the fifth century. The use of Latin characters is attested only once in the late fourth century before becoming frequent in the

⁸² E.g. *PSI* VI 689C; *P. Oxy.* XVI 1959; *SB* VIII 9876.

⁸³ *Sijpesteijn* 1986: 137: 'The notary did his utmost to make his signature inimitable and so also makes it illegible'.

⁸⁴ So-called 'Verschleifung'; good examples are *SB* VIII 9876, l. 23, and *P. Gen.* IV 192, l. 27.

⁸⁵ A possibility already raised by *Seidl* 1931: 1084.

⁸⁶ *P. Oxy.* XVI 1891 (495 CE), l. 8: *didovai* for *διδovai*.

early fifth century. The available data is, however, quite unbalanced as regards the geographic distribution of documents in the fifth century: Oxyrhynchos is overrepresented and dwarfs other attestations, from the Arsinoite or Herakleopolite nomes; other areas in Egypt are even less well represented.

6. STRUCTURING THE DOCUMENT

6.1. Enlarged letters and indentation

Scribes can highlight the structure of a contract by increasing the size of initial letters, thus enhancing the visibility of specific words. This practice carries a double dimension: on the one hand, enlarged letters are a stylistic and aesthetic feature applied by scribes who wish to give an orderly and elegant appearance to a contract;⁸⁷ on the other, they serve a purpose of guidance for the reader, who will more easily identify the essential parts of a contract.⁸⁸ Some documents also display enlarged letters that do not seem to suggest an intent on the part of the scribe to highlight a specific word because they are not placed on words that have a significant importance towards understanding the content of the contract.⁸⁹ Enlarging the initial letter of a specific word becomes a stylistic feature that can be applied to the beginning of each line, or of a few lines.⁹⁰ This shift gives a distinctive appearance to the document, but

⁸⁷ E.g. *SB VIII* 9825; *P. Oxy.* LXXVII 5119; *CPR X* 38; *P. Mich.* XV 730; *P. Oxy.* LXIII 4394.

⁸⁸ A striking example of this is provided by *BGU I* 349 (Arsinoite nome, 313 CE), where three sections (heading, main text, and date) are highlighted not only with enlarged letters, but also with a space between the sections. See also *P. Sakaon* 49, l. 9 (Theadelphia, 314 CE), a loan of seed from the State where a distribution list begins with an oversize *omikron*.

⁸⁹ E.g. *P. Köln V* 232 (Terenouthis, Prosopite nome, 337 CE; sale of a slave).

⁹⁰ Each line: *P. Oxy.* XLV 3261 (324 CE); *SB XIV* 11385 (Arsinoite nome, 326 CE); *P. Oxy.* XLVIII 3384 (331 CE); *P. Mich.* XI 611 (Oxyrhynchos, 412 CE); *P. Oxy.* LXVIII 4689 (442 CE); first three lines: *P. Oxy.* LXVIII 4695 (472 CE); sporadically: *P. Cair. Masp.* III 67298 (Tentyris or Antinoopolis, 527–565 CE).

makes it more difficult to identify the structural elements in the contract. Finally, a scribe may combine oversize letters placed on specific words with others at the beginning of a line or even in the middle of a line.⁹¹

Before the fourth century, enlarged letters in contracts are essentially limited to the *pi* of *παρά* in documents that follow the form of a *ὑπόμνημα*;⁹² or more often scribes simply abstain from enlarging letters.⁹³ In scribal contexts distinct from the writing of contracts, they are also in use before the fourth century.⁹⁴

Enlarged letters appear in contracts in the early fourth century, and they become firmly established in the fifth and sixth centuries. Although Oxyrhynchos is overrepresented, this practice is not restricted to that area: scribes in other places (Hermopolis, Arsinoite nome, Alexandria, etc.) also use the device.

The most common occurrences of enlarged letters are:

i) The oversize *upsilon* of *ὑπατείας*, the initial *epsilon* of *ἐπὶ ὑπάτων*, and *mu* (or *mu epsilon*) of *μετὰ τὴν ὑπατείαν* in consular dates, at the beginning of a contract.⁹⁵

⁹¹ *P. Abinn.* 58 (Ptolemais Euergetis, 345 CE).

⁹² E.g. *SPP* XX 57 = *CPR* I 38 (Dionysias, Arsinoite nome, 263 CE), l. 4; *P. Cair. Isid.* 100 (Karaniš, 297 CE), l. 3. Enlarged *pi* of *παρά* in *hypomnemata* is already attested in the late first century CE, e.g. *P. Narm. inv.* 07/11/2001 (61/2 CE; TM 970552; see PINTAUDI & MARTIN 2021: 106–107), l. 4; *BGU* I 226 = *M. Chr.* 50 = *FIRA* III 167 (99 CE), l. 3 (information kindly provided by Lavinia Ferretti).

⁹³ E.g. *P. Oxy.* L 3597 (260 CE); *P. Oxy.* LXIX 4747 (296 CE).

⁹⁴ E.g. *P. Oxy.* XII 1475 (267 CE), where a scribe for the record-keeper of Oxyrhynchos prepared an exquisite copy of an application concerning a sale of land. The first three lines are written with enlarged lettering, in an elaborate style, and the initial *alpha* of the *nomen* *Αὐρήλιος* is enlarged at the beginning of three lines below (4, 6, 10). It is presumably the same scribe who prepared, in the same style, *P. Oxy.* IX 1200 (266 CE).

⁹⁵ The *upsilon* can produce an overlap with the following line (*P. Oxy.* LXVIII 4695). Initial *epsilon* of *ἐπὶ ὑπάτων*: *P. Oxy.* I 102; *P. Lips.* I 6, both from the year 306. Enlarged *mu epsilon* in *μετὰ τὴν ὑπατείαν*: *P. Mich.* XV 730; *P. Oxy.* LXXII 4909; *P. Oxy.* LXXXII 5330; *P. Wisc.* I 10; *P. Oxy.* XVI 1961; *P. Oxy.* LIX 3986; *P. Oxy.* XIX 2237. One also finds an enlarged *tau* or *TOIΣ* in *τοῖς μετὰ τὴν ὑπατίαν* (*P. Oxy.* XVI 1899; *P. Oxy.* LXIII 4394). In two instances, the whole date is written with slightly oversize letters: *P. Dub.* 32 = *SB* I 5174; *P. Dub.* 33 = *SB* I 5175.

2) The large initial *alpha* of *Αὐρήλιος* or *phi* of *Φλάουιος*, which makes it easier for the reader to spot the name of the contracting individuals.⁹⁶

3) The oversize initial *omicron* of *ὁμολογῶ* that indicates the beginning of the contract itself, after the opening with the names.⁹⁷ The initial *epsilon* of *ἐκουσίως ἐπιδέχομαι*, ‘I willingly undertake’ can also be enlarged.⁹⁸

All three categories of words beginning with enlarged letters are well represented from the early fourth till the mid-sixth century, without any notable evolution. This may have to do with the introduction of consular dating, or with changes within the scribal profession.

The first two categories (consular dating and *nomen*) are found more regularly, whereas the third (acknowledgement through *ὁμολογῶ*) appears more sporadically. An oversize *omega* of *ὁμολογήσαμεν* appears also in a *stipulatio* clause at the end of a receipt of a share of an inheritance, drafted in the form of a contract.⁹⁹

A writing practice displaying enlarged consular dating and *nomen* suggests that this may have been an established way of preparing contracts.¹⁰⁰ Among scribes who try to give a more formal appearance to a contract, there seems to be an agreement that the heading is the place that deserves most attention. Thus, text indentation is often used by scribes together with oversize letters to highlight the structure of the

⁹⁶ Both *phi* and *lambda* of *Φλάουιος* may be enlarged (*P. Oxy.* LXXXII 5330).

⁹⁷ A very large *ὁμολ(όγησαν)* appears in *P. Cair. Masp.* III 67298. An oversize initial *omikron* of *ὁμολογῶ/ὁμολογοῦσιν* is already in use in the third century CE, and the phenomenon is found also in the early fourth century, e.g. *P. Oxy.* LXVII 4596, l. 1; *P. Oxy.* XXXI 2586, l. 1 (both 264 CE); *BGU* II 373 (Arsinoite nome, 298 CE), l. 1; *P. Cair. Isid.* 90 = *SB* VI 9173 (Karani, 309 CE), l. 1; *P. Cair. Isid.* 92 (Karani, 314 CE), l. 1; *P. Sakaon* 65 (Theadelphia, 328 CE), l. 1. It does not, however, play a role in structuring the document because this is the very first word of the text, and no other letter is enlarged in the rest of the document. The same applies to documents where the enlarged initial *alpha* (or *alpha upsilon*) of *Αὐρήλιος* does not play a role in structuring the layout of the text, e.g. *PSI* XII 1249 (Oxyrhynchus, 265 CE), l. 1; *P. Cair. Isid.* 105 (Karani, 297 CE); *PSI* XIII 1338 (Oxyrhynchus, 299 CE), l. 2; *P. Oxy.* LXIX 4749 (Hermopolis or Oxyrhynchus, 307 CE).

⁹⁸ *P. Mich.* XI 611 (Oxyrhynchus, 412 CE), l. 6.

⁹⁹ *P. Col.* VII 237 (Theadelphia, 381–382 CE), l. 15.

¹⁰⁰ *P. Oxy.* LXXXII 4895 (380 CE).

beginning of a contract: they may use either *eisthesis* (shifting the beginning of a line to the right, most often the second line of the document), or *ekthesis* (shifting the beginning of a line to the left).¹⁰¹ The conspicuous *phi* of *Φλάουιος* will remain a distinctive element in the *protokolla* of contracts in the late Byzantine period (see above, legal setting), even when the text of those *protokolla* turns into an illegible upright script.¹⁰²

6.2. Sloping hands

Another device used by scribes to give a distinctive appearance to contracts consists in highlighting a specific part of the text, such as the date, through sloping writing, while the main body of text is in upright writing. Sloping writing can also be used to highlight other parts of a contract, such as the Notarsunterschrift.¹⁰³

Sloping hands raise a question: is the date written by the same hand that wrote the main body of text, with a change in writing style? or do two different scribes fill in two parts of the same document? It should be first noted that this scribal device is not new to the Byzantine period: it is already used in the third century CE by official scribes in the administration, as in *P. Gen.* I² 44 (Arsinoite nome, 260 CE), ll. 1–3, a request submitted to the record-keeper of the property archive (βιβλιοφύλαξ ἐγκτήσεων). This request was prepared by a very competent scribe who centered his text at mid-height, leaving some free space at the top and bottom of the sheet. He wrote with an elegant and upright script. The

¹⁰¹ E.g. *P. Oxy.* LXXVII 5119; *BGU* I 286; *SB* XXII 15728; *P. Oxy.* LXVIII 4693. See also *P. Oxy.* XLV 3259 (319 CE), l. 4, a lease of land where the scribe enlarged the initial *epsilon* of ἐμίσθωσεν, with a slight *ekthesis*.

¹⁰² *P. Oxy.* XVI 1928, introduction, p. 209; DIETHART, FEISSEL, & GASCOU 1994: 33–35.

¹⁰³ E.g. *P. Grenf.* I 54 (Arsinoite nome, 378 CE); *P. Yale* I 71 (Oxyrhynchus, 456 CE); *P. Oxy.* L 3599 (Oxyrhynchite nome, 460 CE), as opposed to *BGU* XII 2147 (Hermopolis, 464 CE), where the Notarsunterschrift is in an upright style; *P. Oxy.* XIX 2237 (498 CE). Another way of enhancing the date consists in writing it in slightly larger characters: the same scribe may produce the main body of text, before increasing the size of letters to add the date in the same writing style; *P. Oxy.* XLIII 3144 (313 CE), l. 17.

record-keeper's secretary then added, in a sloping script, a signature and date at the top, and – on behalf of the record-keeper – a confirmation of registration, together with the same date. In this case, the sloping script is an addition made by the record-keeper's secretary to a pre-existing document, and it helps to distinguish the two phases of the procedure, submission of a request and follow-up by the administration.

In the early fourth century, a date in a sloping script is added after the main body of a contract written in an upright script.¹⁰⁴ Either two scribes were involved in the preparation of a contract, or a single scribe used two distinct writing styles to enhance a specific part of the document; but there is no clear answer to the question.¹⁰⁵ In two cases, however, the hand that produced the date placed at the top, in a sloping script, and the main body of the text, in an upright script, seems to be the same – although this is a matter of subjective appreciation.¹⁰⁶ This practice finds parallels in the sixth-century Dioskoros archive, where Dioskoros varies between an upright and a sloping hand, depending on the type of document he is preparing (letter, petition; Fournet 2007: 360). Another instance suggests the opposite, with the date written by two different hands, one for the date (sloping script, thick strokes, dark ink), another for the main body (upright script, thin strokes, lighter ink).¹⁰⁷ It also happens that the date is written in an upright script, and the main body of the contract with a sloping script.¹⁰⁸

To summarise, the use of sloping writing is attested in the administration in the Roman period, and it appears in contracts in the fourth century. This practice is not consistent enough to allow the identification of a clear pattern: in some cases, the same scribe makes use of two writing styles, whereas in other cases there seem to be two scribes at work. The

¹⁰⁴ *P. Oxy.* LXIX 4751 (310 CE), ll. 16–17. A later case is to be found in *P. Col.* VII 237 (Theadelphia, 381–382 CE), ll. 1–2.

¹⁰⁵ The same can be said of *SB XVIII* 13885 (Arsinoiton Polis, 547 or 562 CE).

¹⁰⁶ *BGU XIII* 2332 (Ptolemais Euergetis, 374 CE), ll. 1–2; *CPR VIII* 61 (Arsinoiton Polis, 546 CE), ll. 1–2.

¹⁰⁷ *P. Grenf.* II 85 (Arsinoiton Polis, 536 CE).

¹⁰⁸ *P. Oxy.* LXVIII 4687 (441 CE).

result, however, is the same: a specific part of the contract may stand out because of the change of style.

6.3. Crosses

Crosses appear frequently among documentary papyri, in particular contracts. The survey presented here rests for the most part on two recent publications devoted to this topic, complemented by a few details (Carlig 2020 and Reggiani 2024). Although crosses are attested also on literary papyri, their documentary use is much more frequent.¹⁰⁹ They may take several shapes: a simple cross (σταυρός †), a staurogram (σταυρόγραμμα ‡), or a chrism (χριστόγραμμα ✠).

Those symbols, however, were not invented by the Christians: they are found in a pagan context in the Roman period. The staurogram ‡ corresponds to *τρόπος*, and the chrism is used as a symbol for words such as *χράω*, *χρηστός*, *χρησις*, *χρόνος*, or even *ἐκατοντάρχης*.¹¹⁰ In the specific domain of contracts, one may add the meaning *χρηματισμός*, ‘contract’, in a receipt for the repayment of a debt in 265 CE, where the symbol, placed in the margin of the document, corresponds to *χρηματι[σ]μῶ* in the text.¹¹¹ An implicit reading of ✠ = *χειρόγραφον*, ‘note of hand, deed’ seems likely in two contracts for the loan of money.¹¹²

The first instance of a cross (†) as a plausibly Christian graphic representation appears in 420 CE, in an acknowledgement of a debt.¹¹³ There

¹⁰⁹ On crosses found among literary papyri, CARLIG 2016.

¹¹⁰ CARLIG 2020: 274–275, who refers to McNAMEE 1981: 99, *s.v.* *τρόπος*, and to BLANCHARD 1974: 26 n. 36. Similar symbols appear in literary papyri, see McNAMEE 1992 (unnumbered pages, corresponding to 43–48).

¹¹¹ *P. Grenf.* II 69 = *P. Lond.* III 709 descr., l. 20.

¹¹² *P. Sakaon* 64 v^o = *P. Thead.* 10 (307 CE): *χ(ει)ρ(ό)γραφον* Ζακαῶνος ἀπὸ κώ(μης) Θεαδελφί[as] ἀπ(ο)χή(ς) (ταλάντων) γ (δραχμῶν) Γ, ‘Note of hand of Sakaon, from the village of Theadelphia. Receipt for 3 talents, 3,000 drachmas’ (transl. YIFTACH-FIRANKO 2014: 47). *SB XIV* 11385 v^o (325 CE): *χ(ει)ρ(ό)γραφον*.

¹¹³ *P. Oxy.* XVI 1973, l. 23, with a cross before a Notarsunterschrift; CARLIG 2020: 272. Despite the presence of a loop, this cross should not be interpreted as an *ankh* cross (⦿).

are, however, instances of crosses appearing in contracts already in the fourth century, but a Christian meaning cannot be taken for granted. Such crosses become frequent – not systematic – in contracts from the fifth and sixth centuries. Apart from the better represented areas in our papyrological documentation (Arsinoite, Herakleopolite, Oxyrhynchite, Hermopolite nomes), crosses are found among contracts from other parts of Egypt such as the Antinoite and Hermonthite nomes, or Lykopolis and Aphrodites Kome. They also appear on papyri outside Egypt.¹¹⁴ This trend finds a parallel among literary papyri, where the use of crosses picks up in the fifth century too (Carlig 2020: 273).

To conclude, one may ask whether the frequent use of various types of crosses on documentary and literary papyri, with a sharp increase in the fifth century, should be taken as a statement of religious feeling on the part of the scribes. It seems more likely that they were used as a structuring device, making it easier for the reader to distinguish the main parts of a contract.¹¹⁵ Until the mid-fifth century, scribes tend to place only one cross; in the late fifth/early sixth century, documents appear with several crosses that highlight key structural elements such as date, contracting parties, or Notarsunterschrift. In one striking case, the text of a contract runs on both sides of the sheet; at the end of the front side, the scribe added a ✕, then wrote a † on the back side before resuming with the text.¹¹⁶

Crosses would thus serve a purpose similar to enlarged letters and indented lines. Their frequent use from the fifth century onwards may find an explanation in the lengthening of contracts in the same period: large blocks of texts were becoming increasingly difficult to read for those who needed a quick access to the essential points of a contract.

Rather, the scribe made his loop to avoid having to lift his reed between the horizontal and vertical strokes. The same phenomenon occurs in *P. Reim.* II 105 (432 CE), see CARLIG 2020: 276.

¹¹⁴ E.g. *P. Nessana* 15 (Rhinokorura, east of Pelousion).

¹¹⁵ CARLIG 2020: 281. A conspicuous example of this is to be found at the end of *P. Princ.* II 82, a settlement in which the individuals involved (contracting parties, proxy for signing, witnesses) are separated by crosses.

¹¹⁶ *SB XVI* 12946 (Antinoopolis, 474 CE), l. 13 [front] – 14 [back].

6.4. *XMT*

The letters *XMT*, which appear at the top of documentary and literary papyri, as well as on inscriptions and other artefacts, are strongly associated with a Christian background, although their precise interpretation remains uncertain.¹¹⁷ Several solutions were put forward, the most widely accepted being either an acrostic *X*(ριστόν) *M*(αρία) *T*(ενα), ‘Mary gives birth to Christ’, or an isopsephism *X* (600) + *M* (40) + *T* (3) = 643 = $\theta\epsilon\acute{o}\varsigma$ $\beta\omicron\eta\theta\acute{o}\varsigma$ = 9 + 5 + 70 + 200 + 2 + 70 + 8 + 9 + 70 + 200. *XMT* frequently comes together with other symbols such as crosses, staurograms, or the letters $\rho\theta$ (= 99 = $\acute{\alpha}\mu\acute{\eta}\nu$).¹¹⁸

A search for instances of *XMT* among documentary papyri yields only few results in the fourth century, and none is securely dated: a dozen cases are placed in the fourth, or the fourth/fifth century, based on the style of writing. There are letters, an amulet, receipts, payment orders, lists and accounts, but no contracts.¹¹⁹ A first secure occurrence of a contract bearing *XMT* appears in 415 CE (see Table 4); several other contracts with *XMT* can be safely dated in the first half of the fifth century.

XMT remains in frequent use throughout the Byzantine period. The fifth century is the time when scribes start adding crosses, either at the top of contracts (sometimes combined with *XMT*), or in other parts of the document, to emphasise some structural elements. Both crosses and *XMT* clearly carry a Christian meaning, but this could be understood as a mere acknowledgement of a social environment where Christians have gained the upper hand, rather than an expression of faith on the part of the scribes. Whereas crosses may serve the purpose of structuring the

¹¹⁷ MITTHOF 2002: 217–218 (= *CPR* XXIII 34, l. 1 n.); more recently, a good synthesis is provided by NONGBRI 2011: 64–68; also CARLIG 2016: 1246–1247, with a table of proposed interpretations.

¹¹⁸ List of combinations: MITTHOF 2002: 218.

¹¹⁹ Letters: *P. Haun.* II 25; *P. Mich.* VIII 519; *P. Oxy.* LVI 3862. Amulet: *P. Oslo* I 5. Receipts: *P. Oxy.* X 1328; *SB* VI 9436a–j–p. Payment orders: *P. Köln* XIII 541; *SB* XVI 12626. List: *P. Mich.* VI 378. Account: *P. Köln* XIII 542. Uncertain content: *P. Vindob.* G 16212 (TM 642460); *SB* XVI 12244.

document, the same cannot be said of *XMT*, which in most cases appears at the top of contracts.¹²⁰

Table 4. *XMT* in the fifth century (sample)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Nome</i>	<i>Content</i>	<i>Text</i>
<i>P. Oxy.</i> LXXII 4902	415	Oxyrhynchite	loan of money	χμγ
<i>P. Köln</i> XI 459	431 or 436?	Oxyrhynchite	contract of division (?)	χμ[γ]
<i>BGU</i> XVII 2690 v ^o	436–438	Hermopolite	sale and division of land	† χμγ
<i>SPP</i> XX 121	439	Hermopolite	sale of land	χμγ
<i>P. Oxy.</i> LXVIII 4689	442	Oxyrhynchite	lease of part of a house	χμγ
<i>P. Oxy.</i> VII 1037	444	Oxyrhynchite	lease of an exhedra	χ[μ]γ
<i>SPP</i> XX 123 r ^o	445	Herakleopolite	loan of money	χμγ †

7. FORMAT

7.1. Roll height

In the Byzantine period, the roll height used for the preparation of contracts undergoes a significant change, with an increase from *c.* 25 to *c.* 30 cm. By roll height, it is meant the vertical dimension of a roll as it is stretched horizontally; in other words, it is the size of a sheet from top to bottom as it is cut off from a roll, regardless of whether it is then used in its vertical shape or rotated through 90° (*transversa charta*, **b** and **g** below).¹²¹ The increase of roll height from 25 to 30 cm does not change

¹²⁰ Some exceptions (kindly provided by Ruey-Lin Chang): *CPR* I 30 (Herakleopolis, *c.* 539–565 CE), l. 54; *CPR* VIII 62 (Herakleopolis, 575 CE), l. 37; *CPR* XIV 2 (Arsinoite nome, late 6th/early 7th cent. CE), l. 22; *P. Prag.* I 41 (Herakleopolis, 6th/7th cent. CE), l. 14; *SB* XIV 12194 (Arsinoite nome, 619–629? CE), l. 27; *P. Lond.* I 113 6c (Arsinoite Polis, 620? CE), ll. 40–41 (p. 215). *P. Rain. Cent.* 140 (Babylon, Heliopolite nome, 6th/7th cent. CE) preserves only the *completio* of a contract, with *XMT* followed by a Notarsunterschrift.

¹²¹ I offer here a somewhat more detailed approach of a question already addressed by FOURNET 2023: 18–19.

the overall proportions of documents: as we shall see below, several formats represented among papyri cut from a 25 cm roll appear again when the roll height changes to 30 cm (Fig. 2).

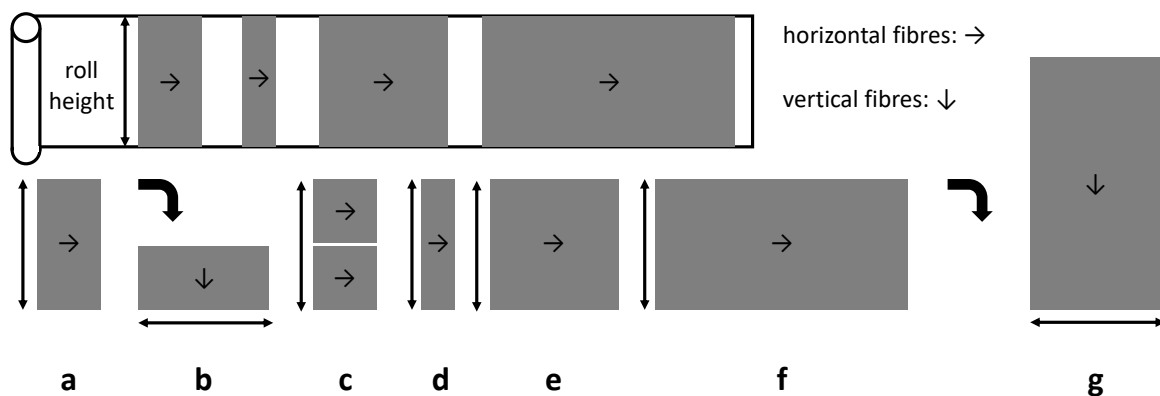


Fig. 2. Various ways of cutting a sheet from a roll

7.1.1. 25 cm roll

An average roll height of c. 25 cm can be observed in several formats of contracts in the fourth century, in various locations in Egypt. The following samples may illustrate the general pattern.

7.1.1.1. *Pagina* (a)

The *pagina* format is the most usual format in the third century, and it is still widely used in the fourth century (Table 5).

7.1.1.2. Wide horizontal sheet (f)

Wide horizontal sheets can accommodate long texts, typically for house sales where the scribe must include plenty of information (e.g. BGU IV 1049). This format is already in use in the third century and is still attested in the fifth century (Table 6).

Table 5. Height c. 25 cm (4th cent., *pagina* format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Oxy.</i> XXXVIII 2859	301	Oxyrhynchos	25.5	17.3	→
<i>P. Corn.</i> 13	311	Oxyrhynchos (?) ¹²²	24.8	7	→
<i>P. Oxy.</i> LXIX 4752	311	Oxyrhynchos (?)	25.6	14.3	→
<i>BGU</i> I 349	313	Arsinoite nome	26	15	→
<i>P. Oxy.</i> XIV 1626	325	Panuei (Oxyrhynchite nome)	26.6	14.2	→
<i>P. Lond.</i> III 979, p. 234§	346	Hermopolis	27.3	14.2	→
<i>P. Oxy.</i> XLIII 3146	347	Oxyrhynchos	26	15	→
<i>PSI</i> IX 1078	356	Lenonos (Oxyrhynchite nome)	24.7	11.7	→
<i>SB</i> IV 7445	382	Oxyrhynchos	27.4	10.9	→

Table 6. Height c. 25 cm (4th century, wide horizontal format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Lips.</i> I 3	256	Hermopolis	24	81.4	→
<i>P. Lips.</i> I 5	293	Hermopolis	25	60	→
<i>P. Sakaon</i> 59	305	Ptolemais Euergetis	24.5	50	→
<i>P. Sakaon</i> 60	306	Ptolemais Euergetis	26	48	→
<i>P. Lips.</i> I 6	306	Hermopolis	22.5	43.8	→

¹²² This document, a contract of sale of a female ass, was found in Oxyrhynchos, but it may come from neighbouring Kynopolis, on the east bank of the Nile, where the horse and donkey market was apparently located, see JÖRDENS 1995: 60; also *P. Oxy.* LXIX 4750, ll. 7–9: ὁμολογῶ πεπρακέναι καὶ παραδεδωκέναι σοι ἐπ’ ἀγορᾶς τοῦ Ἄνω Κυνοπολείτου ὄνον ἄρρενα, ‘I acknowledge having sold and delivered to you, at the market of the Upper Kynopolite (nome), a male donkey (...); similar wording in *P. Oxy.* LXIX 4752, ll. 6–8.

Table 6 (continued)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>CPR</i> XVIIa 17 a+b	321 (?)	Hermopolis	24.2	88 ¹²³	→
<i>P. Lond.</i> III 978, p. 232	331	Hermopolis	24.8	38.9	→
<i>P. Panop.</i> 22	336	Panopolis	23.5	49.0	→
<i>BGU</i> IV 1049	342	Ptolemais Euergetis	23	54	→
<i>M. Cbr.</i> 361 ¹²⁴	355	Elephantine	24.5	53	→
<i>SB</i> XXII 15618	412–413 or 427–428	Alabastrine (Antinoite nome)	24.4	54.9	→

7.1.1.3. Small squarish (c)

In Panopolis, some scribes write contracts on small squarish sheets. It seems likely that they cut in half a sheet with an initial height of c. 25 cm (Table 7).¹²⁵

Table 7. Height half of c. 25 cm (4th cent., squarish format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Panop.</i> 2	308	Panopolis	11.6	11.3	→
<i>P. Lond.</i> III 978, p. 232	331	Panopolis	12.3	8.6	→
<i>P. Panop.</i> 22	336	Panopolis	10.2	10.2	→
<i>BGU</i> IV 1049	342	Panopolis	12.7	54	→

¹²³ Two contracts pasted together.

¹²⁴ Image in PORTEN 1996: 438 (D18).

¹²⁵ A similar phenomenon occurs already in the Zenon archive in the third century BCE: whereas *P. Mich.* I 45 (height = 33.5 cm, width = 11 cm) was cut from the whole height of a roll, *P. Zen. Pest.* 43 (height = 12 cm, width = 11 cm) must have been cut to a squarish size from a full-size sheet (I owe this parallel to Lavinia Ferretti).

7.1.2. 30 cm roll

7.1.2.1. Demotic format (d)

Sheets cut from taller rolls, with a height of *c.* 32–35 cm, are already in use in the Ptolemaic period. Scribes prepare some documents in the so-called demotic format, probably borrowed from the scribes of the Pharaonic era, with a sheet that is both tall and narrow.¹²⁶ In the second half of the third century CE, this format appears specifically in private protocols produced in Oxyrhynchos (Table 8; see Wolff 1975; Wolff 1978: 122–127).

A lone case of a contract written in the form of a *χειρόγραφον* on a tall and narrow sheet is attested in 300 CE in the Herakleopolite nome.¹²⁷

7.1.2.2. Vertical shape (a)

In the fifth and sixth centuries, scribes in various parts of Egypt use rolls with a height of *c.* 30 cm, such as in the following sample (Table 9).¹²⁸ The sheet is kept in its original orientation after it was cut from the roll: its proportions are similar to the *pagina* format, but the overall dimensions are somewhat larger.

7.1.2.3. Wide horizontal shape (f)

In other cases, the scribe cuts a much wider sheet, thus giving it a horizontal shape (Table 10).

¹²⁶ E.g. *P. Cair. Zen.* I 59025 (Alexandria, 258–256 BCE), 31.5 × 10 cm →. SARRI 2018: 95: ‘Most of the surviving Greek letters in Demotic style measure about 32–34 cm in height, equal to the height of the roll from which the sheets were cut, but there are also shorter ones, measuring half or one third of the height of the roll’.

¹²⁷ *CPR* I 40, a contract of lease, 32 × 6 cm →. Another document, *CPR* I 41 (Herakleopolis, 304–305 CE), is broken at the top (preserved dimensions: 24 × 7.5 cm →) but one may guess that, in its full dimensions, it would have been comparable to *CPR* I 40.

¹²⁸ This is the standard roll height in late-antique Egypt, as observed by FOURNET 2009: 31.

Table 8. Height 32–35 cm (3rd cent., demotic format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Oxy.</i> LXVII 4595	261	Oxyrhynchos	32.1	6.3	→
<i>P. Oxy.</i> XIV 1689	266	Oxyrhynchos	35	7.1	→
<i>P. Oxy.</i> VII 1036	272	Oxyrhynchos	33.2	8.7	→
<i>P. Oxy.</i> LXXIX 4747	296	Oxyrhynchos	29	11	→

Table 9. Height c. 30 cm (5th–6th cent., *pagina* format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Oxy.</i> XLIV 3203	400	Oxyrhynchos	30	12	→
<i>SPP</i> XX 123 r ^o	445	Hermopolis	30	8	→
<i>P. Tale</i> I 71	456	Oxyrhynchos	31.2	17.6	→
<i>P. Oxy.</i> VIII 1130	484	Senokomis (Oxyrhynchite nome)	30.8	19	→
<i>P. Eirene</i> II 12 = <i>SB</i> VI 9152 = <i>SB</i> XVIII 13953	492	Herakleopolis	30	15.4	→
<i>P. Flor.</i> III 279	514	Aphrodites Kome	30	18	→
<i>P. Mich.</i> XIII 669	529 or 544	Aphrodites Kome	30.5	12	→

Table 10. Height c. 30 cm (5th–6th cent., wide horizontal shape)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>PSI</i> XII 1239 = <i>SB</i> V 7996	430	Antinoopolis	30.5	51.9	→
<i>P. Oxy.</i> XVI 1890	508	Oxyrhynchos	30.7	44.8	→
<i>P. Vind. Sal.</i> 9	509	Hermopolis	29	36.5	→

Table 10 (continued)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Dub.</i> 32 = <i>SB I</i> 5174	512	Arsinoiton Polis	29.7	84.2	→
<i>P. Dub.</i> 33 = <i>SB I</i> 5175	513	Arsinoiton Polis	30.2	77.1	→
<i>SPP XX</i> 139	531	Arsinoiton Polis	31	45	→

7.1.2.4. *Transversa charta*, vertical shape (g)

In the following cases, the sheet is used *transversa charta* and the width of the document corresponds to the height of the roll (Table 11). The sheet may be either tall (g), or it may display a horizontal shape (next section, b + Table 12; Fournet 2009: 31).

7.1.2.5. *Transversa charta*, horizontal shape (b)

The second item in Table 12, *P. Cair. Masp.* I 67116, is labelled on the back as a $\pi\iota\tau[\tau]\acute{\alpha}[\kappa\iota\omicron\nu]$. This specific format deserves closer scrutiny and will be described in the next sub-chapter.

7.1.2.6. Squarish (e)

Finally, there are a few squarish examples (Table 13). The sheet is kept upright, not *transversa charta*.

*

To summarise, until the fourth century, scribes typically use rolls with a height of *c.* 25 cm when they prepare contracts. In the fifth century, a new standard gradually appears (it is not universal), with a height of *c.* 30 cm. Several formats are attested:

- An enlarged *pagina* with a height of *c.* 30 cm and a width measuring about a half of the height (a).

Table 11. Width c. 30 cm (5th–6th cent., tall page)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>SPP</i> XX 110	1st half of 5th cent.	Hermopolis	62	32	↓
<i>SPP</i> XX 121	439	Hermopolis	78	32	↓
<i>P Princ.</i> II 82	481	Lykopolis	111.5	30	↓
<i>SB</i> XXIV 15969	491–518	Hermopolis	78	29.6	↓
<i>P Oxy.</i> LXIII 4394	494–500	Alexandria	545	30	↓ ¹²⁹
<i>P Oxy.</i> LXIII 4395	c. 499–500	Alexandria	200	c. 28	↓
<i>P Cair. Masp.</i> I 67001	514	Aphrodites Kome	87.5	31.5	↓
<i>P Bingen</i> 130	526–548	Aphrodites Kome	52.5	30	↓
<i>P Cair. Masp.</i> III 67298	527–565	Aphrodites Kome	91.2	28.6	↓
<i>P Lond.</i> V 1722	530	Syene	87.5	28.7	↓
<i>P Hamb.</i> I 68	548–549 or 563–564 (?)	Aphrodites Kome	74	31	↓

Table 12. Width c. 30 cm (6th cent., small horizontal shape)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P Dub.</i> 34	511	Arsinoe	20	29.5	↓
<i>P Cair. Masp.</i> I 67116	548	Aphrodites Kome	8	31	↓

Table 13. Width c. 30 cm (5th–6th century, squarish shape)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P Oxy.</i> XIX 2237	498	Oxyrhynchos	30.2	28.5	→
<i>P Berl. Frisk</i> 5 = <i>SB</i> V 7519	510	Hermopolis	30	34.5	→

¹²⁹ On the *protokollon* attached to this contract, the fibres are, as usual in such cases, at a right angle to those of the rest (→).

Table 13 (continued)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
BGU XVII 2683	513	Hermopolis	31	32	→
<i>P. Cair. Masp.</i> III 67306	515	Aphrodites Kome	30.1	32	→
<i>P. Flor.</i> III 281	517	Aphrodites Kome	29.5	28.5	→
<i>P. Cair. Masp.</i> III 67303	553	Aphrodites Kome	29.1	34.4	→

– Sheets with a height of 30 cm and a width measuring about twice the height (f).

– Tall vertical sheets (rotated through 90° after they were cut from the roll), c. 30 cm wide, that provide scribes with ample space for writing, the theoretical limit being the length of a complete roll (g; Fournet 2004: 359).

– A *pagina* rotated through 90°, which gives a small horizontal sheet with a width of c. 30 cm (b).

– A squarish sheet, with a height of c. 30 cm (e).

The distribution of our sources varies through time and space, but the evolution described above is not restricted to a specific area, and it can be observed from the early fifth till the mid-sixth century, and beyond. The 30 cm roll is in use in the Arsinoite, Herakleopolite, Oxyrhynchite, Hermopolite, Antinoite, and Lykopolite nomes. The abundant material found in Aphrodites Kome, dating from the first half of the sixth century (Dioskoros archive), confirms this trend, especially with tall sheets, 30 cm wide (*transversa charta*, g; Fournet 2023: 23–24).

7.2. *Pittakion*

Among the various formats described above, one item (*P. Cair. Masp.* I 67116, in the category ‘*transversa charta*, horizontal shape [b]’), was labelled as a *πιττάκιον*. It is conspicuous by its proportions: with a width of 31 cm and a height of 8 cm, this makes for a long and narrow piece of papyrus, which was cut out from a roll before being rotated through 90°.

What exactly is meant by *πιττάκιον*, both in terms of content and of format, requires a closer investigation.¹³⁰

It is possible that the word was already used by Deinolochos, a comic author from the fifth century BCE, but this first attestation relies on later sources, and the meaning of the word is uncertain.

‘πιττάκιον’ εἶπε Δεινόλοχος Τηλέ-
φωι.

Deinolochos used the word *pittakion* in his *Telephos*. (*Antiatt.* p 112.28 [ed. Valente 2015] = Dinol., *PCG* 1, fr. 7 [ed. Austin & Kassel 2001])

The Byzantine author of the *Antiatticist* presumably relies on the work of Moeris, an Atticist who was active in the second century CE. The Doric form would imply that Deinolochos was among the first comic authors from the Doric-speaking area, in the fifth century BCE.

πεττύκια· δωρικῶς τὰ λεπτὰ περι-
τμήματα τῶν δερματίων, ἀφ’ οὗ ἡ-
μεῖς πιττάκια λέγομεν.

pettukia: in Doric, the small clippings of skin, from which we [the Attic speakers] say *pittakia*. (Moeris, *Att.*, s.v. πεττύκια [π 30] [ed. Hansen 1998])

The origin and etymology of the word is unknown; there is no relation to *πίσσα/πίττα*, ‘pitch’;¹³¹ we should probably discard the attempt of Eustathios of Thessalonike at providing an explanation to the word.¹³²

πίνακα δὲ πτυκτόν, ὃ φάμεν ἡμεῖς
δέλτον ἥτοι βιβλίον ἢ πιττάκιον.
(...) πιττάκιον δὲ ἰδιωτικώτερον

A folded tablet, what we call a *deltos* or a *biblion* or a *pittakion*. (...) A *pittakion* is more properly (designated

¹³⁰ Another alleged meaning of *πιττάκιον*, namely some kind of professional group or guild, will not be addressed here. The fiscal meaning of *πιττάκιον* in the context of seventh-century Arsinoite taxation (CHANG 2023: 491) is also excluded from the present discussion.

¹³¹ CHANTRAINE 1968–1977: 907, s.v. *πιττάκιον*.

¹³² The word *πιττάκιον* survived in Greek epistolography of the Byzantine period; RIEHLE 2020: 7; BEIHAMMER 2020: 203; CUPANE 2020: 419.

διὰ τὸν τρόπον καὶ αὐτὸ τῆς
πτύξεως ἦτοι διπλώσεως. ὥς γὰρ
δέλτος διὰ τὸ δελτωτὸν σχῆμα,
οὕτω πιττάκιον διὰ τὸ τετραγωνί-
ζεσθαι πτυσσόμενον ὁμοίως πως
τῷ τῆς χυτῆς πίττης σχηματισμῷ.

as such) because of the way (it is made) and because it is either a folded or double (writing support). For just as a *deltos* (is so named) because it is shaped like (the letter) *delta*, likewise a *pittakion* (derives its name) from its rectangular shape, being folded more or less in the pattern of melted pitch (?). (Eust. in *Il.* 2 p. 273 [ed. van der Valk 1971])

Two other literary passages seem more useful, indicating that a *πιττάκιον* must be a small-sized and short note.

γράφας βραχὺ πιττάκιον καὶ σφρα-
γισάμενος

having written a short *pittakion* and having closed it with a seal. (Plb. 31.13.9 [ed. Büttner-Wobst 1893])

προσθεὶς οὖν πιττάκιον τῷ μετώπῳ
ἐπέγραψε Νικόδρομος ἐποίει’.

Thus, having applied a *pittakion* to his forehead, he wrote: ‘Made by Nikodromos’ (Diog. Laert. 6.89 [ed. Dorandi 2013])

The writing support (is it a slip of papyrus or a wood tablet?) is not specified. Polybius provides a first literary attestation of the word in the second century BCE, corresponding also to the time when the word first appears on an Egyptian papyrus.¹³³ The passage from Diogenes Laertius is especially interesting, as it may suggest a small horizontal shape which we find in many instances among the papyrological record. Moreover, the small size is confirmed by the use of the diminutive *πιττακίδιον*,¹³⁴ it does not, however, cover the whole semantic dimension of the word: a *πιττάκιον*

¹³³ SB XVI 12375 (Arsinoite nome?, c. 180 BCE), l. 14: *πιττακίων*.

¹³⁴ P. Fouad I 78 (unknown provenance, 2nd–3rd cent. CE), ll. 6–9: *περὶ οὗ ἐνέγραψεν Ἀ[ρ]-ποχράς ἐν πιττακιδίῳ [συνε]σταλμένῳ τῇ ἐπιστολῇ*, ‘concerning what Harpokras wrote on a *pittakidion* sent together with the letter’.

also seems to be meant to convey a short piece of information. This is implied not only by the passage from Polybius quoted above, but also by a papyrus from 35 BCE.¹³⁵ The dimensions of the papyrus (height 18.5 cm, width 7.8 cm) are not particularly small, therefore there must be another reason for the writer having used this specific word. Blending the two aspects (size/content) together, a *πιττάκιον* thus seems to be a small piece of writing used for the transmission of a short piece of information.

In our papyrological record, for such small notes, scribes frequently – but not exclusively – choose a horizontal format, in the Roman as well as in the Byzantine period.¹³⁶ There also seems to be a narrowing of the meaning of the word, which applies in particular to payment orders or receipts (Table 14). In addition, a small squarish format is also attested (Table 15). Also some ostraca are called *pittakion* (Table 16).

Starting in the fifth century CE, *πιττάκιον* applies, both in content and in format, to a short document (not necessarily a contract) written on a horizontal sheet cut from a 30 cm roll and rotated through 90°, with the writing running across the fibres (Table 17). This corresponds to the format of *P. Cair. Masp.* I 67116, mentioned above, a contract whose format is by far not unique. In all the following cases, the document is explicitly labelled as a *πιττάκιον*.

Finally, the word *πιττάκιον* may apply specifically to a contract; it appears in agreement clauses (Table 18).

To summarise on the content and format of *πιττάκιον*, small-sized notes designed to convey a short piece of information appear under this label already in the second century BCE (Polybius). Starting in the Roman period, the word seems to take a more specific function, applying to payment orders or receipts. They often take the form of a small horizontal slip of papyrus. From the fifth century on, short contracts are labelled as

¹³⁵ *P. Ryl.* IV 593, ll. 4–7: τῶι ἐπιστάτῃ τοῦ παιδίου δὸς τῶι ἀποδιδόντι σοι τὸ πιττάκιον αὐτόν, ‘give (it) to the slave supervisor who is to return to you the actual memorandum’ [transl. Roberts & Turner].

¹³⁶ Other relatively large papyri with a vertical format, labelled as *πιττάκια*: *SB* XXIV 16336 (unknown provenance, 4th cent. CE): H = 21.5 cm, W = 14.7 cm; *SPP* VIII 968 (unknown provenance, 4th cent. CE): H = 26 cm, W = 11.9 cm; *P. Oxy.* VIII 1131 (4th cent. CE): H = 30 cm, W = 10 cm).

Table 14. Mentions of *πιττάκιον* (orders of payment or delivery)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Type</i>	<i>Dimensions and fibres</i>	<i>Text</i>	<i>Translation</i>
<i>P. Gen.</i> I ² 2, l. 2	2nd–3rd cent.	Arsinoite nome (?)	payment order	H = 6.3 W = 12.8 →	καλῶς ποιήσεις δοὺς τῷ ἀναδιδόντι σοι τὸ πιττάκιον	‘please give to the person who is delivering to you this <i>pittakion</i> ’
<i>SPP VIII</i> 1033, ll. 4–5	4th cent.	Arsinoite nome	order for delivery of meat	H = 8.8 W = 16.5 ↓	ὑπέσημ[(εἰωσα)] τῷ πιττάκ(ιον)	‘I have signed the <i>pittakion</i> ’
<i>SB XXII</i> 15712, ll. 3–4	6th–7th cent.	unknown	order for delivery of wine	H = 4.5 W = 10.5 →	πλὴν τούτου τοῦ πιττακίου	‘except for this <i>pittakion</i> ’
<i>P. Grenf.</i> II 96 v ^o	6th–7th cent.	unknown	receipt for payment of wheat	H = 7.5 W = 15.3 ↓	πιτάκ(ιον)	‘ <i>pittakion</i> ’

Table 15. Mentions of *πιττάκιον* (squarish format)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Type</i>	<i>Dimensions and fibres</i>	<i>Text</i>	<i>Translation</i>
<i>P. Louvre</i> I 27, l. 1	149	Soknopaiou Nesos	toll receipt	H = 6 W = 6 ↓	ἐ[κ] πιττακ(ίου)	‘according to the <i>pittakion</i> ’
<i>SPP XXII</i> 61, ll. 3–5	2nd–3rd cent.	Soknopaiou Nesos	private letter with order for delivery	H = 10.5 W = 9.1 →	καλῶς ποιήσεις δοὺς τῷ (...) ἀναδιδόντι σοι τὸ πιττάκιον	‘please give to the person who is delivering to you this <i>pittakion</i> ’

Table 16. Mentions of *πιττάκιον* (ostraca)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Type</i>	<i>Text</i>	<i>Translation</i>
<i>O. Bir Shawish</i> 15, l. 4	397 or 412	Bir Shawish (Oasis Parva)	receipt for oil	ἐκ πιττάκου	‘according to the <i>pittakion</i> ’
<i>O. Douch</i> IV 485, ll. 5–6	4th–5th cent.	Kysis (Oasis Magna)	order for payment	ἀπὸ τοῦ πιττακίου	‘according to the <i>pittakion</i> ’

Table 17. *πιττάκιον* (5th–6th cent.)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Type</i>	<i>Height</i>	<i>Width</i>	<i>Direction of fibres</i>
<i>P. Oxy.</i> XVI 1947	471	Oxyrhynchos	order for payment of wheat	7	31.9	↓
<i>P. Oxy.</i> XVI 1948	471	Oxyrhynchos	order for payment of wheat	8.7	30.4	↓
<i>P. Mich.</i> III 668	540 or 555	Aphroditēs Kome	receipt for rent	11	29	↓
<i>P. Cair. Masp.</i> I 67116	548	Aphroditēs Kome	convention	8	31	↓
<i>P. Cair. Masp.</i> II 67251	549	Apohroditēs Kome	acknowledgement of a debt	7.1	28.2	↓
<i>PSI V</i> 474	VI	Kynopolite nome	receipt for payment	11.8	32.2	↓
<i>SPP</i> III 339	VI	unknown	contract of loan	14	33.5	↓

Table 18. Mentions of *πιττάκιον* (contracts)

<i>Siglum</i>	<i>Date (CE)</i>	<i>Provenance</i>	<i>Text</i>	<i>Translation</i>
<i>SB</i> XXII 15267, l. 4	5th–6th cent.	unknown	Ἀπίων στοιχεῖ μοι τὸ παρὸν πιττάκιον	‘I, Apion, agree to the present <i>pittakion</i> ’
<i>P. Oxy.</i> I 142, ll. 11–12	534	Oxyrhynchos	ὁ αὐτὸς Ἀσκληᾶς ναύτ(ης), στοιχί μοι τοῦτουτω πιτάκ(ιον) ὡς πρόκειται	‘I, the same Asklas, sailor, agree to this <i>pittakion</i> as it appears above’
<i>P. Oxy.</i> I 142 v ^o	534	Oxyrhynchos	πιττάκ(ιον) Ἀσκληᾶ ναύτ(ου)	‘ <i>Pittakion</i> of Asklas, sailor’
<i>P. Oxy.</i> VIII 1131, ll. 16–18	6th cent.	Oxyrhynchos	ὁ αὐτὸς Ἰουλιανὸς νομικάρ(ιος) συμφων(ῶ) τὸ πιττάκ(ιον) ὡς πρόκ(εῖται)	‘I, the same Ioulianos, notary, agree to this <i>pittakion</i> as it appears above’
<i>P. Haun.</i> III 61, l. 2	6th–7th cent.	unknown	Βελισάριος στυχί μοι τοῦτό μου τὸ πιττάκιον ὡς πρόκειται	‘I, Belisarios, agree to this <i>pittakion</i> of mine as it appears above’

πιττάκιον. The sheet of papyrus, cut from a roll with a now standard height of c. 30 cm, is rotated through 90° so that the writing runs across the fibres. In other words, there is a gradual formalisation of the *πιττάκιον*, both in terms of content and of format, starting in the fifth century.

8. EXPRESSION

8.1. Subjective and objective formulation

The near disappearance of contracts written in an objective style in the Byzantine period, already noted by Ludwig Mitteis, deserves closer attention (Mitteis 1912: 88). It is not an instant phenomenon: on the contrary, in the fourth century scribes do not display a consistent mode of expression and they often switch from an objective to a subjective formulation in the same document.

To start with a comparison, in the late third/early fourth century CE, a contract for the sale of a donkey could look strikingly similar in content in the Arsinoite and the Kynopolite nomes. In the Arsinoite nome, it could be written as a private protocol, with an objective formulation (the contract started with the statement *ὁμολογεῖ πεπρακέναι*, ‘X acknowledges having sold’); in the Kynopolite nome, the same kind of transaction could be performed with a letter-like *χειρόγραφον* in a subjective formulation (after an opening, the owner would state *ὁμολογῶ πεπρακέναι*, ‘I acknowledge having sold’). In the two documents presented below, line divisions are removed and the main parts of the contract are marked with a horizontal line to highlight the similarity.

<i>BGU II 373</i> (Arsinoite nome, 298 CE)	<i>P. Oxy. LXIX 4748</i> (Kynopolite nome, 307 CE) ¹³⁷
	ἐπὶ ὑπάτων τῶν κυρίων ἡμῶν Σευήρου Σεβαστοῦ καὶ Μαξιμίνου τοῦ ἐπιφανεστάτου Κ[αί]σαρος.

¹³⁷ The translation quoted below is adapted from the *editio princeps*.

ὁμ[ολ]ογεί Αὐρήλιος Ἡλιόδωρος
Διδίμου μητρὸς Ἀλιλλή[ς] ἀπὸ
ἀμφοδου Βιθυνῶν ἄλλων τόπων
πεπρακέναι Αὐρηλίῳ Ἀτρῇ Ἀβόχ
μητρὸς Θερμούθιο[ς] ἀπὸ κώμης
Ἀρσινόης

ὄνον πῶλον μικρὸν μέλανα

τιμῆς τῆς συμπεφωνημένης πρὸς
ἀλλήλους ἀργυρίου δραχμῶν τετρα-
κ[ισ]χειλίῳ[ν],

ἦνπερ [τι]μὴν ἀπ[έ]σχευ ὁ πεπρακὼς
[πα]ρὰ τοῦ πρ[ι]αμένου πλήρης [διὰ]
χειρὸς τ[ο]ῦτον τοιοῦτον ἀναπόρι-
φον.

ἡ πρᾶσις κυρία καὶ ἐπερωτ(ηθεῖς)
ὠμολόγησεν).

(ἔτους) ιε (ἔτους) καὶ ιδ (ἔτους) καὶ ζ
(ἔτους) τῶν κυρίων ἡμῶν Διο-
κλητιανοῦ καὶ Μαξιμιανοῦ Σεβασ-
τῶν καὶ Κωνσταντῖου καὶ Μαξιμι-
ανοῦ τῶν ἐπιφανεστάτων Καισάρων
Θῶθ θ.

(hand 2) Αὐρήλιος Κολλᾶς πέπέ-
πρακα καὶ ἔσχον τὴν τιμὴν πλήρης
ὡς πρόκιται. Αὐρήλιος Ἦρων ἔγρα-
ψα ὑπὲρ αὐτοῦ ἄγραμ[μάτου].

Αὐρήλιος Ὡφελις Παύλου μη(τρὸς)
Τισαειτος ἀπὸ κώμης Εἰσίου Κάτου
τοῦ Ὀξυρυγχείτου νομοῦ Αὐρηλίῳ
Θεοδώρῳ Ἀρ[ποκρα] τῶνος ἀπὸ
τῆς Ὀξυρυγχείτων [πόλεως] χαί-
ρειν. **ὁμολογῶ πεπρακέναι** [καὶ
παρα] δεδωκέναι σοι ἐπ' ἀγορᾶς τοῦ
Ἰανω [Κυνοπ(ολίτου)]

ὄνον ἄρρεναν ἄβολον λευκόχρῳ[μον],

τιμῆς] τῆς πρὸς ἀλλήλους συμπε-
φ[ωνη]μένης ἀργυρίου Σεβαστῶν
νομί[σματος] (ταλάντων) ε (δραχ-
μῶν) Α,

ἄπερ αὐτόθι ἀπέσχον παρὰ [σοῦ]
διὰ χειρὸς ἐκ πλήρους, τῆς βεβαίω-
σεως] πρὸς πᾶσαν βεβαίωσι[ν] ἐξα-
κολ[ουθ]οῦ[σης] μοι τῷ πεπρακότι
διὰ παντ[ός] καὶ ἀπὸ] παντὸς τοῦ
ἐπελευσομένου,

καὶ ἐ(περωτηθεῖς) [ὠμολόγησα.]
κυρία ἡ πρᾶσις.

(ἔτους) ιε καὶ (ἔτους) γ καὶ (ἔτους(?))
α τ[ῶν κ]υρίων [ἡμῶν] Μαξιμιανοῦ
καὶ Σευήρου Σεβαστῶν καὶ Μαξι-
[μίνου] καὶ Κωνσταντίνου τῶν ἐπι-
φανεστάτων Καισάρων, Μεχείρ ιη.

(hand 2) Α[ὐρήλ]ιος Ὡφελις πέπρα-
κα τὴν ὄν[ον] καὶ ἀπέσχον τὴν τι-
μὴ[ν] πλήρη ὡς πρόκι[τ]αι. Αὐρή-
λιος Ἡρακλῆς [...], ἡτο[---] ἔγραψα
ὑπὲρ αὐτοῦ γράμματα μὴ εἰδότης.

Under the consuls our lords
Severus Augustus and Maximinus
the most noble Caesar.

Aurelius Heliodoros, son of Didymos, mother Alille, from the quarter of the Bithynians and other places, **acknowledges that he has sold** to Aurelius Hatres, son of Aboch, mother Thermoutis, from the village of Arsinoe

Aurelius Ophelios, son of Paulos, mother Tisaïs, from the village Isieion Kato of the Oxyrhynchite nome, to Aurelius Theodoros, son of Harpokration, from the City of the Oxyrhynchites, greetings. **I acknowledge that I have sold** and given over to you in the marketplace of the Upper Kynopolite

a young donkey, small and black,

a white-coloured male donkey, which has not yet shed its first teeth,

at the price agreed with each other of four thousand silver drachmas,

at the price agreed with each other of 5 talents and 1,000 drachmas of silver in the coinage of the Augusti,

which the seller has received from the buyer in full, from hand to hand, not liable to being rejected.

which I have received from you on the spot in full from hand to hand, the guarantee in every respect being incumbent on me, the seller, for ever and against anyone taking legal action

The sale is enforceable and in answer to the question I gave my assent.

and in answer to the question I gave my assent. The sale is enforceable.

Year 15 and year 14 and year 7 of our lords Diocletian and Maximianus Augusti and Constantius and Maximianus the most noble Caesars, Thoth 9.

Year 15 and year 3 and year 1 of our lords Maximianus and Severus Augusti and Maximinus and Constantinus the most noble Caesars, Mecheir 18.

(2nd hand) I, Aurelius Kollas, have sold and have received the price in full as aforesaid. I, Aurelius Heron, wrote on his behalf as he is illiterate.

(2nd hand) I, Aurelius Ophelios, have sold the donkey and I have received the price in full as aforesaid. I, Aurelius Herakles, son of (...), wrote on his behalf as he is illiterate.

Both contracts were prepared by a private scribe with a professional training, in two different nomes at a distance of c. 100km as the crow flies. For standard transactions such as the sale of a donkey, models were obviously in use, where the scribe could adapt the various clauses to the details of the actual sale. It seems to have hardly mattered whether the formulation was objective or subjective. As for the format and layout, they also follow a regular pattern which is attested through the whole fourth century: *pagina* format; a consular date may – or may not – appear at the top; there follows a single block of text for the contract; and, finally, the signatures.¹³⁸

Objective formulation could be used with various degrees of consistency, a phenomenon that occurs already in the third century.¹³⁹ Some scribes retain a strictly objective style throughout the document.¹⁴⁰ More often, however, they shift to a subjective formulation when they reach the *stipulatio*, where the contracting party is asked to confirm the deal; it may seem that the scribe made the switch as if to quote the words pronounced before him.¹⁴¹

ἐὰν δὲ τῆς προθεσμίας ἐνστάσ[ης
τῇ]ν ἀπόδοσιν μ[ὴ] ποιήσῃται ὁ ὁμο-
λογῶν ἑξακολ[ου]θῶν αὐτῷ τὸν τοῦ-
τοις ὀρισθέντα τόκον καὶ ἐπὶ τῇ[ς]
ἀπαιτήσεως γινομένης τῷ Σαρα-
πάμμωνι [τῇ]ν πρᾶξιν ἕκ τε τοῦ

If, within the prescribed time, the
agreeing party does not make the
payment back, he will be liable to
the payment of interest as deter-
mined; and in order to make his
claim valid, Sarapammon will have

¹³⁸ SB XXII 15728 (Euhemeria, 347 CE); P. NYU I 24 (Karanis, 373 CE).

¹³⁹ P. Sakaon 61 (Theadelphia, 299 CE), ll. 1–2: ὁμολογῶν Ἀὐρήλιος [Διο]σκοράμμων, ‘Aurelius Dioskorammon acknowledges’; 4: [πέ]πραχα, ‘I have sold’; 10–11: ἀπέσχ[ο]ν, ‘I have received’; 14–15: ἐπερωτιθὶς ὁμολόγησα, ‘in answer to the question I gave my assent’.

¹⁴⁰ SB XIV 12109 (Karanis, 377 CE). In P. Stras. III 131 (Arsinoite nome, 363 CE), a marriage contract, the strictly objective formulation may give a more formal tone to the transaction.

¹⁴¹ SB XIV 11385 (Arsinoite nome, 326 CE), ll. 14–19; also SB XXII 15728 (Euhemeria, 347 CE), l. 20; P. NYU I 24 (Karanis, 373 CE), l. 15. This switch may be also supported by the legal concept *alteri stipulari nemo potest*, ‘no one may pledge a *stipulatio* on behalf of another’; FINKENAUER 2023: 601. Through an edict passed in 472 CE, the classical exchange of question and answer is not required anymore, but the presence of the contracting parties is still required under Justinian; FINKENAUER 2023: 618–620.

ὁμολογοῦντος Πεμέ καὶ ἐκ τῶν
[ὕ]παρχόντων αὐ[τ]οῦ πάντων καθ-
άπερ ἐκ δίκης, καὶ ἐπ[ερ]ω(τηθεὶς)
ὡμολόγησα.

a right of seizure on Peme, who has
agreed to the contract, and on all
his belongings, as if he were relying
on a court decision, **and having
been asked, I gave my consent.**

Other clauses in the contract can cause the scribe to shift from an objective to a subjective formulation, for instance when an individual who takes a lease on a house pledges to return it in a clean state, or when a debtor pledges to give back some grain he has borrowed.¹⁴² In another case, an objective formulation is replaced by a subjective clause mentioning the receipt of a payment.¹⁴³

The objective formulation can become a merely formal clause placed at the beginning of a contract:¹⁴⁴

ὁμολογοῦσιν ἀλλήλοις Αὐρήλιοι
Ἀμμωνιανὸς Πεκυσίου καὶ Ἀσάεις
Ἀτρῆ καὶ Ἀφροῦς Μαύρου καὶ
Πουὰρ Ἀτίωνος, ἀμφοτέρων ἀπὸ
κώμης Φιλαδελφίας τοῦ Ἀρσινόι-
του νομοῦ. ὁμολογοῦμεν μεμισθω-
κέναι (...).

They agree together, namely the
Aurelii Ammonianos, son of Peky-
sis, and Asaeis, son of Hatres, and
Apphous, Son of Mauros, and
Pouar, son of Ation, both [sic]
from the village of Philadelphia in
the Arsinoite nome. **We agree
that we have rented (...).**

It seems likely that the scribes, while making their best effort to provide a reliable wording for the contracts they wrote, could not always master

¹⁴² *P. Harr.* I 82 (Oxyrhynchos, 345 CE), ll. 26–28: καὶ μετὰ τὸν χρόνον ἀποδώσω τὴν αὐτὴν οἰκείαν <καθαράν> ἀπὸ κοπρίων, ‘and after the time (of the rent), I shall return the same house clean of dung’. *P. Oxy.* LXVI 4534 (Oxyrhynchos, 335 CE; lease of a loom), ll. 11–12: καὶ μετὰ τὸν χρόνον <ον> παραδώσω τὸν ἴστον ὑγιή ὡς καὶ παρείληφα, ‘and after the time (of the rent), I shall deliver the loom in good state, as I also received it’. *SB XXII* 15286 (Arsinoite nome, 362 CE), l. 12: καὶ ἐγὼ παρ[α]σχῆσ[ω] αὐτὰ<ς>, ‘and I shall deliver (the artabs)’.

¹⁴³ *P. Abinn.* 60 (Dionysias, 346 CE), ll. 9–12: ἀπέσχον παρὰ [σ]οῦ τὴν συμπεφωνηθεῖσα[ν] μετοξὺ [ῆ]μῶν ἀλλήλων τιμὴν, ‘I have received from you the price on which we had mutually agreed’.

¹⁴⁴ *P. Gen.* I² 67 (Philadelphia, 382–383 CE), ll. 3–6.

the difference implied by an objective (presumably more formal) or subjective (less formal) wording. Models were not sufficient, some confusion was inevitable, and it affected also other formal aspects of the contracts such as the opening, to which we must now turn. In many respects, the fourth century seems to be a period of transition for scribes who prepared contracts, before things became more settled in the fifth century.

8.2. Confusion between various types of openings

Scribes who prepared contracts had borrowed the codes of other document types from the Roman period, mostly letters (*χειρόγραφον*), as well as petitions, requests or declarations submitted to an authority (*ὑπόμνημα*). They did not retain, however, every element of a given type: for instance, the greeting that concluded a letter (*ἔρρωσο* or more elaborate wording) was useless in a contract, as were also the respectful wishes found at the end of a request (*εὐτύχει*). The opening was another matter because it could easily be transferred to a contract, where it was necessary to name the contracting parties in a bilateral agreement. The standard *ὁ δέῃνα τῷ δέῃνι χαίρειν* of a letter, or *τῷ δέῃνι παρὰ τοῦ δέῃνα* of a *ὑπόμνημα*, served their purpose also in contracts.

While contracts were drafted ever more frequently according to the structure of a letter (*χειρόγραφον*), between the fourth and sixth century letters themselves underwent a process of evolution, by which the opening and closing gradually disappeared (Fournet 2009: 29). It may have been caused by the change in the *ethos* of letter-writing, as suggested by Jean-Luc Fournet: the initial purpose of letters, which was to convey information to an absent individual, was replaced by a learned conversation (Fournet 2007: 356–357; Fournet 2009: 44; Fournet 2023: 22). Educated senders of letters seem to be aware of the evolution and either adapt or express some resistance to change. For some, using the old prescript is perceived as a display of arrogance, and the sequence between sender and addressee – or conversely, between addressee and sender – is a matter of debate among the writers themselves (Fournet 2009: 43).

The changes that take place within the context of letter-writing also affect the way contracts are written, with some kind of hybridisation:¹⁴⁵ not only does the sequence between the contracting parties (corresponding, in a letter to sender/addressee) alternate, but the limit between the typical opening of a letter and that of a *ὑπόμνημα* tends to blur: the scribe may sometimes drop the characteristic *χαίρειν* of a letter-opening, or mix *παρά* – normally found in a *ὑπόμνημα* – with *χαίρειν* (Table 19).¹⁴⁶

Table 19. Various openings of contracts

			<i>Siglum</i>	<i>Date</i> (CE)	<i>Provenance</i>
dative	nominative	<i>χαίρειν</i>	<i>CPR</i> XVIIA 19	321	Hermopolis
			<i>P. Oxy.</i> L 3599	460	Oxyrhynchite nome
			<i>P. Oxy.</i> LXXXII 5331	474	Oxyrhynchos
			<i>P. Oxy.</i> XVI 1959	499	Oxyrhynchos
dative	dative	<i>χαίρειν</i>	<i>P. Oxy.</i> LXXII 4901 ¹⁴⁷	408	Oxyrhynchite nome
dative	<i>παρά</i> + genitive	<i>χαίρειν</i>	<i>P. Oxy.</i> VIII 1122	407	Oxyrhynchos
			<i>P. Vind. Sijp.</i> 11	453	Hermopolis
			<i>CPR</i> XXIV 10	475	Hermopolis
			<i>P. Cair. Masp.</i> III 67300	527	Aphrodites Kome
			<i>P. Ross. Georg.</i> III 36	537	Aphrodites Kome
			<i>P. Cair. Masp.</i> I 67116	548	Aphrodites Kome
nominative	dative	—	<i>P. Oxy.</i> XIV 1716	333	Oxyrhynchos
			<i>P. Gen.</i> I ² 66 = <i>W. Chr.</i> 381	374	Philadelphia
dative	nominative	—	<i>P. Mich.</i> XIII 669	529/544	Aphrodites Kome

¹⁴⁵ KOVARIK 2013: 217 coins the wording ‘Verbrieflichung der Urkunde’, a ‘letterisation of contracts’.

¹⁴⁶ WOLFF 1961: 117–118 states that the rule of placing the addressee first applied when this person was in a position of higher authority. KOVARIK 2013: 205–213 follows Wolff on this point and offers a more detailed survey of the variation in the heading of contracts.

¹⁴⁷ This is clearly an aberrant case: although the scribe displays a trained hand, the editor notes that ‘[he] had little control over spelling, grammar, and control formulas. (...) The text is written across the fibres on the back of what seems to be a petition (...)’.

Scribes may shorten the preposition *παρά* to *π*, either followed by an oblique stroke or crossed.¹⁴⁸ Both abbreviations appear already at the top of many business notes in the early third century, *π'* most often – but not exclusively – in the Heroninos Archive.¹⁴⁹ Finally, hybridisation also takes place in the choice of formulas: in *P. Vind. Sijp.* II, ll. 13–14 (see Table 19), the scribe wrote *ὁμολογοῦμεν βουλόμεθα ἐκουσίως καὶ αὐθαιρέτως μισθώσασθαι*, ‘we acknowledge wish [sic] to take on lease of our free will and own choice’.

Thus, as letters undergo a structural change with the disappearance of the opening clause, contracts drafted in the form of a *χειρόγραφον* or *ὑπόμνημα* display many variations in their openings, which suggests that scribes are drifting away from the established standards. This process is underway in the fourth century, but it is noticeable mostly in the fifth century.

A change in the formal aspects of the opening, however, cannot be taken in isolation: other phenomena must be considered that pertain to the typology of documents, first and foremost page format. The shift from *pagina* to *transversa charta* orientation for letters was already described by Jean-Luc Fournet (Fournet 2007; Fournet 2009); he appropriately underscores the need to include format, layout, and document purpose in the picture when considering the typological changes that took place in the Byzantine period. It was shown that the transition to the *transversa charta* format, which affects letters, can also be observed among contracts.¹⁵⁰

¹⁴⁸ *π'*: there seems to be a cluster in Panopolis in the fourth century: e.g. *PSI* XII 1233 (323–324? CE); *SB* V 7666 (330 CE); *P. Panop.* 12 (337 CE); *P. Panop.* 13 (339 CE); also later in Hermopolis: *P. Berl. Zill.* 5 (417 CE); *SPP* XX 121 (439 CE). Crossed *π*: *BGU* XII 2156 (Hermopolis, 483 CE); *BGU* XII 2160 (Hermopolis, 488 CE); *BGU* XVII 2683 (Hermopolis, 513 CE); *P. Ross. Georg.* III 36 (Aphrodites Kome, 537 CE); *SB* XIV 11855 (547? CE).

¹⁴⁹ TM Archive 103: <www.trismegistos.org/archive/103> (accessed 24 October 2024). *παρά* written in full in the Heroninos archive: *P. Flor.* II 149 (266 CE), l. 1. *π'* within the Heroninos archive: e.g. *P. Flor.* II 178 (258 CE), l. 1; *P. Flor.* II 118 (260 CE), l. 1; *P. Flor.* II 123 (261 CE), l. 1. *π'* outside the Heroninos archive: *P. Oxy.* XXXI 2577 (Prosopite nome, mid-3rd cent. CE), l. 1, a short business note issued by a *strategos*; *P. Gen.* I² 71 (Arsinoite nome?, 3rd cent. CE), v^o, l. 1. Crossed *π* in a business note outside the Heroninos archive: *P. Gen.* I² 72, l. o [sic] (Ptolemaïs Euergetis?, 211? CE). The crossed *π* appears in isolation (without the mention of a sender) at the top of letters in the Byzantine period. It may be the remnant of the older practice by which scribes provided the identity of a business note's sender, see AMORY 2019.

¹⁵⁰ See above, ‘Roll height’, category g.

9. CONCLUSION

The aim of this survey was to answer a seemingly simple question: do the administrative and political changes that take place in the early fourth century CE, corresponding to the beginning of the Byzantine period, have a direct impact on the way scribes prepare contracts in Egypt? It should come as no surprise that this question cannot be answered by a straight ‘yes’ or ‘no’: a variety of parameters were taken into consideration, and they suggest that not every aspect of the drafting of a contract changed simultaneously. Therefore, it will be necessary to provide a brief sketch of this evolutionary process before we can determine if there is a pivotal moment where contracts indeed take a form that we may unhesitatingly call Byzantine.

9.1. Third century CE

In the second half of the third century, notaries are normally designated as νομικοί; νοτάριοι are scarce and συμβολαιογράφοι have not yet made their appearance. In some exceptional cases, witnesses apply their signatures, but this is by far not a standard practice for scribes in Egypt. In the late third century, the change of currency system affects only marginally the writing of contracts; the same may be said of consular dating, a system widely used in the rest of the Roman Empire, which gradually supersedes the traditional system of regnal years and the Egyptian calendar (with a partial overlap for a few decades). Windows, abundantly attested in the Arsinoite nome in the Roman period, disappear in the third century.

Contracts are not yet structured using enlarged letters that highlight essential features in the document. Oversize letters are for the most part limited to the *pi* of παρά preceding the name of the person who proposes a contract in the form of a ὑπόμνημα. Sloping cursive may appear to highlight an essential part of a document, but this is found in administrative documents rather than in contracts. Likewise, scribes sometimes insert a cross, but it does not carry a Christian meaning; rather, it retains an administrative purpose.

In the late third century, rolls usually measure 25 cm in height. The use of taller rolls (c. 32 cm) is limited to specific types of documents, that is private protocols in demotic format. As for the special format of *πιττάκιον*, scribes apply it to payment orders and receipts.

9.2. Fourth century CE

Documents of legal content, including contracts, often refer to notaries with the general label *νομικός*, which is in wide use since the second century CE and is well-attested until the seventh century. Besides, whereas the *νοτάριος* (private notary, *tabellio*) appears in the fourth century, the *συμβολαιογράφος* is attested only once, possibly, in 307 CE. Signatures of witnesses are in use, but this phenomenon seems to be limited to contracts among individuals of high standing, where the notary can be expected to display a high level of professional competence; in ordinary cases, witnesses do not yet sign contracts. Latin papyri of legal content remain very rare. Contracts written either with an objective or with a subjective formulation are still attested in the early fourth century.

The new currency system, based on gold, silver, and copper coins, is now well established. Consular dating, attested already in the late third century, is supplemented with the count of indiction years, with some scarce occurrences in the fourth century (in regular use only in the late fifth century). Also in the early fourth century, Notarsunterschriften first appear in Egyptian contracts; Latin wording in Notarsunterschriften comes only in the late fourth century. Scribes start using enlarged letters and sloping script in the early fourth century to enhance or highlight a particular element in contracts. Crosses are also used, but they carry for the most part an administrative meaning; in the late fourth century, scribes start placing crosses before the names of witnesses, or before a Notarsunterschrift. The use of the symbol *XMI* may appear as early as the fourth century, but the approximate dating of the relevant testimonies rests only on the writing style. The standard roll height remains 25 cm, and documents under the label *πιττάκιον* correspond to payment orders or receipts.

9.3. Fifth century CE

Beside notaries called νομικοί, συμβολαιογράφοι – attested in other contexts in the fourth century – make their appearance in papyri in the fifth century. This is an equivalent of the regular *tabellio* found also in Justinian's legislation a century later. Witnesses now frequently apply their signatures below contracts, and the practice of Notarsunterschrift is firmly established. Latin Notarsunterschriften are in common use.

The first secure attestation of the symbol *XMT* appears on a papyrus dated to 415 CE, and the occurrence of a cross with a plausibly Christian meaning is first attested in 420 CE. Multiple crosses with a structuring function are found since the mid-fifth century; the use of enlarged letters is now firmly established. Indiction years are in regular use in the late fifth century.

The format of documents undergoes a notable change with the switch from the 25 cm roll to the taller 30 cm size. Short documents, bearing the label *πιττάκιον* (contracts, but also other various contents), are produced on horizontal sheets with a width of 30 cm.

As long as there was a clear distinction between the *χειρόγραφον* (letter form) and the *ὑπόμνημα* (memorandum form), the respective openings were clearly distinguished. In the fifth century, however, the dividing line between the two types becomes less clear and the headings of contracts display a degree of hybridisation, which continues in the following century.

9.4. Sixth century CE

This corresponds to the time when Emperor Justinian formalises a notarial practice that was, for most aspects, already established in the preceding century. Witness signatures, required by imperial decree, are well in place; the new legislation merely confirms a running practice by making it mandatory, as for instance with the triple system of dating.

9.5. Drawing the line

A final recapitulation must start with a negative statement: Diocletian's administrative and political reforms in the late third century, followed by the move of the Empire's capital from Rome to Constantinople, does not produce a sudden change in the way contracts are written in Egypt. Rather, in the fourth century notaries introduce some minor changes and they gradually adapt to a new environment.¹⁵¹ A consolidation and expansion of those changes takes place in the fifth century, giving contracts their distinctively Byzantine appearance. In the sixth century, the legislative process confirms various elements of a scribal practice without introducing any significant innovation. It should be stressed once more that this general picture relies on evidence that is not entirely homogeneous: the fifth century has yielded fewer documents than other periods, and those sources come in a high proportion from Oxyrhynchus.

To the specific observations made by Andrea Jördens on contracts relating to labour, or by Johannes Herrmann on contracts of lease, we may now provide a broad confirmation pertaining to all categories of contracts found in Egypt in the period under consideration. To come back to the starting point, Ulrich Wilcken's cautious use of the label 'Byzantine' to refer to papyri produced between the fourth and seventh century finds additional justification in the survey offered here. A loose use of this label seems quite acceptable, but papyrologists and historians must bear in mind that it is really in the fifth century that contracts take their typically Byzantine form.

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¹⁵¹ KOVARIK 2013: 204: 'Vor allem im 4. Jh. ist die Situation relativ chaotisch'.

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Lajos BERKES

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A new edition of the Byzantine papyrus letter SB XXVI 16519 1

Abstract: This is a revised edition of the Byzantine papyrus letter SB XXVI 16519 (P. Berol. 25706), which addresses matters pertaining to taxation and a riot that occurred within the context of circus races. The new readings allow for the identification of a cohort of magicians as the cause of the unrest, whom the crowd probably believed to have employed magical incantations with the intention of influencing the outcome of the race.

Keywords: papyrus, letter, Egypt, late antiquity, taxation, magic, law.

Agata DEPTUŁA

The power of words: Insights from two Greek magical ostraca

from the citadel of Dongola 19

Abstract: The article presents the *editio princeps* of two Greek ostraca discovered at Old Dongola during excavations conducted by the Polish archaeological mission of the University of Warsaw. The ostraca were found at the citadel in secondary contexts of a much later date, alongside other pottery fragments. Based on their script and context, they are broadly dated to the late Christian period (11th–14th centuries). Certain characteristic features allowed the identification of these ostraca as amulets. This edition offers a closer examination of the texts and provides insights into magical practices in medieval Nubia.

Keywords: medieval Nubia, ostraca, amulet, magic.

Jean-Luc FOURNET

Une demande de transfert d'imposition (epistalma) à Copenhague 33

Abstract: Édition d'un papyrus de la Bibliothèque royale de Copenhague (P. Copenhagen Royal Library Udst. 32), remarquablement conservé, livrant un *epistalma* (demande de transfert d'imposition à la suite d'une mutation foncière) appartenant au dossier de Flavius Magistôr (Hermopolis, 622). Il présente l'intérêt d'être le dernier *epistalma* connu et, à ce titre, d'éclairer l'évolution formelle et diplomatique qu'a subi ce genre, dont plus de 30 exemples ont survécu. Une liste des *epistalmata* papyrologiques, avec leurs principales caractéristiques diplomatiques et formulaires, est donnée en annexe.

Keywords: *epistalma*, Flavius Magistôr, Hermopolis, monastère de la Méta-noia, fiscalité.

Nikolaos KOLVERIS

Once again on homologia: The papyrological documentation revisited 81

Abstract: This article contributes to the ongoing discussion of the complex issue of *ὁμολογία* in ancient Greek law by examining it as a bilateral process that produces legally binding agreement. I argue that this process is reflected in legal documents preserved in papyri from Graeco-Roman Egypt. Specifically, I demonstrate that the content of these documents aligns fully with the essence of the Athenian law on contracts, *ὅσα ἂν τις ἐκὼν ἕτερος ἐτέρῳ ὁμολογήσῃ κύρια εἶναι*, thereby highlighting the continuity and preservation of this Athenian legal principle in shaping legal transactions in Graeco-Roman Egypt.

Keywords: *homologia*, consensus, legal documents, contracts, papyri, Graeco-Roman Egypt, ancient Greek law.

Lorenzo LIVORSI

A new constitution of Gratian 105

Abstract: The article offers an edition and commentary of a previously unknown constitution of Gratian, discovered on the final folio of Arras, Médiathèque Municipale MS 644 (CGM 572). Although severely abridged and difficult to read, this newly identified document addresses the status of formerly abandoned children (*expositi*) who have been taken in within an ecclesiastical context. It establishes that the biological father – or, in the case of slaves, the original master – can no longer reclaim them. This law is best understood within the broader context of late antique legislation on *expositi*, while early Christian sources illuminate the historical circumstances that may have prompted such legislation. Finally, the hypothesis that this law may have originated from the *Theodosian Code* is examined. An appendix highlights the utility of prose rhythm in establishing the text.

Keywords: Gratian, *expositi*, Church and society, *Theodosian Code*, *Collectio Quyesnelliana*.

Gabriella MESSERI

SB XII 10892, riedizione 139

Abstract: The present article provides a new edition of *SB XII 10892*, a register of the land administration, plausibly from Karanis and presumably dated to 188/9 CE. It contains the description of cadastral parcels numbered in succession, including land 'once belonging to the Jews' and land 'once belonging to the Hellenes', which, having become the property of the State following confiscation, are gradually assigned on a five-year lease to δημόσιοι γεωργοί and to farmers' collectives. The papyrus was edited for the first time by Anna Świderek in 1971, but a series of abbreviations recurring in the record of each parcel remained unresolved, affecting the understanding of the purpose of the register. The administrative registers published in large numbers in the last fifty years allow us to satisfactorily resolve all the abbreviations that remained unclear, gaining full understanding of the contents of the register. The reading of other doubtful or incorrectly deciphered points has also been improved, prompting a re-edition of the entire text. The register is written on the recto, while the back was later used for a wine account which will be published separately in another contribution.

Keywords: Roman Egypt, land administration, Jews, Hellenes, numbered *sphragides*, abbreviation system.

Maria NOWAK

Circulation of imperial legislation in Egypt between 324 and 525:

Catalogue and commentary 177

Abstract: This article offers a list and commentary to imperial laws preserved on papyrus between Constantine the Great and Justinian. The aim of the presented work was to collect both constitutions and secondary witnesses, that is mentions of law, if they could be indeed identified as a piece of legislation. The work is divided into sections grouping the material according to its genre and type. The initial section of the catalogue contains fragments that have been categorised as legal literature, encompassing excerpts from the Theodosian Code, literature pertaining to the Codex Theodosianus, and other compilations of imperial legislation. The second section consists of the documentary papyri, which are divided into three parts: generally binding laws, rescripts, and references.

The collation of a compendium of papyrological witnesses of imperial laws permitted the drawing of some general conclusions regarding the scope of the use of these constitutions in Egypt. One of these is dedicated to the circulation of the Theodosian Code. The recent publication of new fragments

of the Theodosian Code, coupled with analysis of their provenance, has allowed a more optimistic assessment of the Code circulation than was previously proposed.

A further conclusion is reached regarding the process of communicating general laws and obtaining imperial rescripts in the province. The papyrological evidence provides a comprehensive reconstruction of the chain of communication, extending from the emperor to the praetorian prefect, governor, strategos, and lower officials otherwise known thanks to the C.Th. and the Code of Justinian. The rescripts, when collected, reflect the changes undergone between the Tetrarchy and Justinian's reign, demonstrating that there were no discrepancies between the theory and practice of their application. The interpretation of these sources in their respective contexts, such as the archives and scribal traditions to which they belonged, facilitates a more comprehensive understanding of the dissemination of laws among the subjects of Roman emperors.

Keywords: Imperial law, constitutions, late antiquity, Egypt, *Theodosian Code*, papyrology.

Paul SCHUBERT

Greek contracts from Egypt: When do they turn Byzantine?

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Abstract: This article is focused on the shift from the so-called 'Roman' to the 'Byzantine' period in the perspective of papyrologists: is there a clear sign of a change in the way scribes prepare their documents between the late third and early fourth century? This view is challenged on the basis of a survey of a specific category of documents, namely contracts (Greek deeds of private law). From a typological perspective, there are gradual changes from the third till the early sixth century, but the real change seems to take place in the fifth century, shortly before Justinian's lawyers formalise what could be observed among Greek papyri from Egypt in the preceding centuries..

Keywords: periodisation, Roman Egypt, Byzantine Egypt, typology, Justinian, contract.