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REGIONALISM AND LEGAL DOCUMENTS: THE CASE OF OXYRHYNCHOS

Among the many blessings of Greek papyrology we count the large number of documents excavated, as well as their chronological and regional distribution. This naturally affects the study of legal institutions recorded in them. For example, the timeframe for the study of Greek legal institutions of the motherland, particularly those documented in literary sources, is limited and the focus is on fifth-, fourth-, and early third-century B.C.E. Athens. By contrast, the papyrological source material covers a much longer time-span: some types of legal document are extant from the very start of the Ptolemaic period down to the Arab occupation and beyond. The papyrological evidence is generally limited to Egypt, but within that land it originates from different regions and different nomes, and thus allows us to consider not only diachronic changes, but also the importance of the regional factor for the development of the legal institutions of that land.

The implications of regional and diachronic surveys are far-reaching. Did the Roman occupation of 30 B.C.E. affect the shape of private legal institutions in Egypt? Did the *Constitutio Antoniniana* of 212 C.E. have such an impact? What about the administrative reforms of Diocletian or the Arab occupation? To what extent did legal documents from villages differ from their metropolitan counterparts? How far did those from Alexandria differ from those composed in the *chôra*? These questions can all be studied through careful analysis of changes in the scheme of (Greek and other) legal documents from Egypt. Their implications for the social, legal, and political history of the land – and of the Greek East in general – are self-evident. Naturally, in this esteemed framework it is not my intention to consider these questions. The objective of the present paper is a far more modest one; it refers to my recent study on the Greek marriage document from Egypt.¹

The Ptolemaic period provides us with 27 marriage documents, most of which, regardless of their origin, were composed according to one established scheme. The document frequently records the act of marriage – the *ekdosis*. It always registers the dowry, gives a detailed account of the spouses' marital obligations, and considers the consequences of their breach. Some Ptolemaic marriage documents also deal

¹ U. Yiftach-Firanko, *Marriage and Marital Arrangements – A History of the Greek Marriage Document in Egypt. 4th Century B.C.E.-4th Century C.E.* (Münchener Beiträge zur Papyrusforschung und Antiken Rechtsgeschichte, vol. 93) (Munich 2003).

with the material implications of the spouses' death. In the Roman period most of our source material originates from the Arsinoitês (81) and the Oxyrhynchitês (28 documents).² Even an initial comparison of the scheme of marriage documents from the two nomes exhibits some startling diversities. Down to the mid-second century C.E., marriage documents from Oxyrhynchos are composed roughly according to the same scheme as their Ptolemaic predecessors. Those from the Arsinoitês, by contrast, are all composed according to a completely different scheme, which does not emerge before the beginning of the Roman period. The regional factor is manifested in almost every section of the document, as detailed next.

The *ekdosis* clause, which is attested in the Ptolemaic period, is also commonly in use in Roman Oxyrhynchos; never, however, in the Arsinoitês.³ In the Ptolemaic period, marriage documents give a detailed account of the spouses' obligations – prohibitions against the wife's harassment by her husband, against him committing polygamy, against extramarital intercourse by the wife, and so forth. An equally detailed account, with exactly the same clauses, is attested in Roman Oxyrhynchos; it is not in the Arsinoitês. Here, from the very beginning of the Roman period, the only marital obligation specified in the marriage document is the wife's maintenance by her husband.⁴ Ptolemaic marriage documents consider only divorce initiated by the wife; the same applies to Roman Oxyrhynchos, again, where this kind of divorce is expressed in the very same legal formulae as in the previous era. In the Arsinoitês, by contrast, we find right from the start of the Roman period a consideration of a divorce initiated by the husband and the wife alike.⁵ Last but not least, marriage documents from the Ptolemaic period provide for the event of the spouses' premature death; so do those from Roman Oxyrhynchos; their Arsinoite counterparts do not.⁶ In Oxyrhynchos, the old Ptolemaic scheme is partially abandoned in the late second century C.E., though not completely: the *ekdosis* clause, for example, remains a distinctive feature of Oxyrhynchite marriage documents down to the second half of the third century, if not later.⁷

The authors of Greek marriage documents from Oxyrhynchos, I conclude, were more conservative than their Arsinoite contemporaries. Legal provisions that died

² Yiftach-Firanko, *supra* n. 1, 14-15.

³ Which does not mean, of course, that the act of *ekdosis* itself was not practiced in the Arsinoitês. Cf. Yiftach-Firanko, *supra* n. 1, 46.

⁴ Cf. Yiftach-Firanko, *supra* n. 1, 185 n. 3. Extant moral clauses in the Ptolemaic period and Roman Oxyrhynchos are reconstructed on pp. 312-317.

⁵ Yiftach-Firanko, *supra* n. 1, 197-205, 208-214.

⁶ Yiftach-Firanko, *supra* n. 1, 222, 318-323. Cf. also H.-A. Rupprecht, 'Ehevertrag und Erbrecht,' *Miscellània papirologica Ramon Roca-Puig en el seu vuitante aniversari* (Barcelona 1987) 307-311.

⁷ Changes in the formulaic features of the Oxyrhynchite marriage document are evident around the mid-second century C.E. in the moral- and divorce clauses. Cf. Yiftach-Firanko, *supra* n. 1, 190-191, 210-211.

out in the Arsinoitês before the beginning of the Roman period were still employed in the Oxyrhynchitês more than 150 years later. The nature of the provisions included in the Roman period in the Oxyrhynchite scheme and left out of its Arsinoite counterpart also sheds light on a profound functional difference between the marriage documents of the two nomes: in Oxyrhynchos, the document of marriage was still conceived, in the Roman period, as the solemnizing instrument recording the act of marriage, and as the appropriate framework for the regulation of different moral issues involving the union; in the Arsinoitês it functioned as a means of giving evidence to the material aspects of the marriage only, which were mainly, but not exclusively, the dowry.⁸

How can we explain this phenomenon? Does the case of the marriage document reflect on the formulaic practices in the Oxyrhynchite, or the Arsinoite nomes in general? Or, in other words, were the Arsinoite formulaic practices around the beginning of the Roman period in general particularly receptive to changes, or those of the Oxyrhynchitês in general particularly conservative? An examination of two other types of document, deeds of last will and contracts recording leases of land, may yield an answer.

We shall start with deeds of last will.⁹ In the Roman period, non-Romans would use two different types of instrument for the documentation of their hereditary arrangements: the *diathêkê* and the *meriteia*. The two schemes are easily distinguishable. In the *diathêkê* we will always find an introductory clause, a declaration of the freedom of future disposition, which is then followed by the actual disposition, the disinheritance clause, and finally by a clause imposing a penalty on anyone who acts against the provisions of the will; the *diathêkê* is always composed before six witnesses, at least four of whom will later also be required to attend its act of opening;¹⁰ finally, the *diathêkê*'s act of composition is supervised, in the Roman period, by a public notary office. The other scheme, the *meriteia* – or *donatio mortis causa* as it has commonly been labeled in modern studies and commentaries – is a simple *homologia* lacking the introductory clause and other solemnizing elements of

⁸ The view that marriage documents were generally composed in order to provide the marital arrangements with enhanced security – especially in the wife's interests – was already expressed by F. Bozza 70 years ago, 'Il matrimonio nel diritto dei papiri dell'epoca tolemaica,' *Aegyptus* 14 (1934) 205-244 at 234-235. I fully endorse it: cf. Yiftach-Firanko, *supra* n. 1, 259-268.

⁹ The present discussion of deeds of last will is largely based on my paper, 'Deeds of Last Will in Graeco-Roman Egypt, A Case Study in Regionalism,' *BASP* 39 (2002) 146-164. The explanation implied here for the concentration of the *diathêkai* in the nome's capital and the *meriteiai* outside its boundaries is consciously different from that proposed in that earlier paper. While in that framework I sought it in connection with the practice of having *diathêkai* opened in the nome's capital under the supervision of the *strategos* residing there (pp. 160-164), the current explanation is of a more cultural nature, cf. *infra* p. 361. The two explanations do not, at any rate, conflict.

¹⁰ Yiftach, *supra* no. 9, 159-163.

the *diathêkê*.¹¹ As to their practical effects, however, both types of document are identical: both are used in the Roman period for the documentation of revocable hereditary dispositions; the beneficiaries are roughly the same – i.e., most commonly the testator's closest next-of-kin, and so are the types of bequeathed assets.¹²

The only marked difference between the *meriteia* and the *diathêkê* is their respective provenance. The Arsinoitês provides 42 hereditary instruments composed before the *Constitutio Antoniniana* by non-Romans. Of these, as many as 35 are *meriteiai* while only seven follow the scheme of the *diathêkê*. In the Oxyrhynchitês, by contrast, probably all 31 extant hereditary instruments are *diathêkai*. Among the *diathêkai*, the relation between the Oxyrhynchite and Arsinoite source material is nearly five to one – the reverse of that yielded by documentary papyri from that period in general.¹³ The *meriteia*, by contrast, is a distinctly Arsinoite instrument.¹⁴ At first sight, then, the picture provided by the deeds of last will is analogous to that relating to the marriage documents.

The *diathêkê* is well-recorded in the Ptolemaic period throughout Egypt;¹⁵ so is the scheme of the Oxyrhynchite marriage document of the early Roman period. The *meriteia* first emerges at the beginning of the Roman period; so does the contemporaneous scheme of the marriage document in the Arsinoitês.¹⁶ The *diathêkê* contains some formalities not strictly needed for the transaction involved; so does the Oxyrhynchite marriage document. In the *meriteia*, these formalities are dispensed with; this is the case with the Arsinoite marriage document of the early Roman period as well. In short, in both the case of the marriage document and of the

¹¹ The scheme of the *diathêkê* was already sufficiently documented by the time H. Kreller conducted his monumental *Erbrechtliche Untersuchungen auf Grund der Gräko-ägyptischen Papyrusurkunden* (Leipzig 1919) for him to analyze it in detail. Cf. *ibid.*, 337ff. The *meriteiai* were acknowledged as an independent well established form of last will at a later date. Cf. Yiftach, *supra* no. 9, 149-151.

¹² O. Montevocchi, 'Ricerche di sociologia nei documenti dell'Egitto greco-romano,' *Aegyptus* 15 (1935) 67-121 at 90-106; Yiftach, *supra* no. 9, 153-155. Compare also E. Champlin, *Final Judgments, Duty and Emotion in Roman Wills, 200 B.C.-A.D. 250* (Berkeley/Los Angeles/Oxford 1991) 107-111, with a detailed account of the identity of the beneficiaries and heirs in contemporaneous Roman wills.

¹³ Yiftach, *supra* no. 9, 155-156, and *infra* n. 25. On the ratio of Arsinoite and Oxyrhynchite documentary papyri in the early Roman period, cf. W. Habermann, 'Zur chronologischen Verteilung der papyrologischen Zeugnisse,' *ZPE* 122 (1998) 144-160 at 148.

¹⁴ The earliest extant marriage document that follows the new scheme is *PSI I 36a* from 11-13 C.E. Theadelphia. The earliest extant *meriteia*, *P.Mich. V 321*, originates from 42 C.E. Tebtynis.

¹⁵ On the scheme of the Ptolemaic *diathêkê*, cf., in particular, *P.Petr.*² I, pp. 30-45; J.F. Oates, 'The Formulae of the Petrie Wills,' *JJP* 23 (1993) 125-132.

¹⁶ A possible, but – due to the formulaic divergencies and non-Arsinoite provenance – not certain predecessor is *BGU III 993* (127 B.C.E. – Hermônthis): cf. Kreller, *supra* n. 11, 216-219. On the Arsinoite dowry receipt, cf. G. Häge, *Ehegüterrechtliche Verhältnisse in den griechischen Papyri Ägyptens bis Diokletian* (Cologne/Graz 1968), e.g., 195-197; Yiftach-Firanko, *supra* n. 1, 4-5 n. 22 with further references.

deed of last will Arsinoite notaries tend at the beginning of the Roman period to replace a solemn scheme by a more businesslike one. Their Oxyrhynchite counterparts, by contrast, hold on to that earlier scheme.

Yet the analogy is not complete. In the Roman period the businesslike scheme of the Arsinoite marriage document was used exclusively throughout the nome; not so the *meriteia*, for some *diathêkai* do stem from the Arsinoitês. Even if their absolute number is smaller than that of their Oxyrhynchite counterparts, they nonetheless show the continued existence of the *diathêkê* as an independent type of hereditary instrument in the Roman Arsinoitês.¹⁷ So what was the incentive, in the Roman Arsinoitês, for drawing up a deed of last will as a *diathêkê* rather than as a *meriteia* or vice versa? We can answer this question by considering the place of composition of the *diathêkai* within the boundaries of the Arsinoitês: all extant Arsinoite *diathêkai* originate, to my mind, exclusively from Ptolemais Euergetis – the nome’s capital.¹⁸ Some *meriteiai* were written in the *metropolis* also, primarily if they were embedded in marriage documents. Still, *meriteiai* are the common deed of last will in the villages only. In the Roman Arsinoitês, in other words, a deed of last will would likely be formulated as a *meriteia* if composed in the villages, and as a *diathêkê* if stemming from the nome’s capital. The assumption that the *diathêkê* was in general – that is, throughout Egypt – a distinctly metropolitan type of instrument would also explain the large number of *diathêkai* from the Oxyrhynchitês, for nearly all the extant Oxyrhynchite *diathêkai* were, in fact, composed in the city of Oxyrhynchos itself.¹⁹

The explanation proposed for the marriage documents cannot then hold for deeds of last will. There was no across-the-board difference in the scheme of the deed in the two nomes. The decisive factor was rather the place of composition within the nome: in the *metropolis* vis-à-vis outside its boundaries. The explanation I propose is hence as follows: in the case of marriage documents and of deeds of last will alike we trace at the beginning of the Roman period an Arsinoite tendency to replace an earlier ‘solemn’ form of documentation by a more businesslike one. In the case of the marriage documents this was a sweeping change that affected the scheme of the document everywhere. In the case of wills, by contrast, the change stopped, figuratively speaking, at the gates of Ptolemais Euergetis. As for the Oxyrhynchitês, in the case of both wills and the marriage documents all our sources stem from Oxyrhynchos, the nome’s capital.²⁰ We do not know, therefore, if the solemn and older forms of the documentation were adhered to in these documents because they were drawn up in the *metropolis*, or whether such conservatism affected the scheme of marriage documents and wills in the Oxyrhynchite hinterland

¹⁷ Yiftach, supra no. 9, 156.

¹⁸ Yiftach, supra no. 9, 156 n. 26.

¹⁹ Yiftach, supra no. 9, 156 n. 27.

²⁰ Yiftach-Firanko, supra n. 1, 31.

as well. A Consideration of yet another type of instrument therefore seems advisable.

I now examine lease contracts, and focus on documents recording leases of land.²¹ Leases – together with loans and acts of sale – are one of the three best documented types of transaction in Ptolemaic, Roman, and Byzantine Egypt: on the data of the *Heidelberger Gesamtverzeichnis der Griechischen Papyrusurkunden*,²² the source material from the period prior to 212 C.E. (including those approximately dated to the third century C.E.) provides no less than 620 pieces. Several factors make lease contracts especially conducive to the present discussion. First, in the case of marriage documents and wills most of the Ptolemaic source material originates from the Arsinoitês,²³ so that we cannot conduct a systematic study of the features of these documents in that period by region. This is not so in the case of the lease contract: out of the extant 89 Ptolemaic lease contracts, 33 originate from the Arsinoitês and 39 from the Oxyrhynchitês. A regional study with regard to the Ptolemaic period is thus possible in the case of the lease contracts. Other nomes are documented as well.²⁴ Second, in the Roman period the ca. 530 extant lease

²¹ Cf. J. Herrmann, *Studien zur Bodenpacht im Recht der Graeco-Aegyptischen Papyri* (Munich 1958); J. Rowlandson, *Landowners and Tenants in Roman Egypt* (Oxford 1996) 213-279. The following analysis is based on a databank of Greek lease contracts from Egypt I have created. I avoid a comprehensive account of all extant references whenever, as in the case of the over 300 Arsinoite lease contracts, the space of the present framework does not allow it.

²² <<http://www.rzuser.uni-heidelberg.de/~gv0/gvz.html>>, ed. D. Hagedorn et al.

²³ An important insight on the structure of wills outside the Arsinoitês is provided by the three wills of the Cretan cavalry officer Drytôn son of Pamphilos, now re-published as *P.Dryton* 1 (164 B.C.E. – Diospolis Parva), 2 (150 B.C.E. – Latopolis), 3/4 (126 B.C.E. – Pathyris). They show no marked deviation from the Arsinoite scheme. The same holds for non-Arsinoite marriage documents, if we are to rely on *SB* XII 11053 (267 B.C.E. (?) – Thôlthis), the single, hopelessly damaged Oxyrhynchite marriage document from the Ptolemaic period. The other non-Arsinoite marriage document from the Ptolemaic period is the much-discussed *P.Eleph.* 1 (310 B.C.E. – Elephantinê). Its scheme is peculiar and may be referred to the spouses' Aegean motherland. Cf. J. Méléze Modrzejewski, 'La structure juridique du mariage grec,' *Symposion 1979* (Cologne/Vienna 1983) 37-71 at 53-54.

²⁴ Arsinoitês: *BGU* VI 1271 (180-145 B.C.E. – Philadelphia); 1272 (173 B.C.E. – Hephaistias); X 1957 (177 B.C.E.); *P.Cair.Zen.* III 59340 = *SB* III 6759 (247 B.C.E. – Philadelphia); *P.Col.* III 54 = *SB* IV 7450 (250 B.C.E.); IV 79 (256 – 248 B.C.E. (?) – Philadelphia (?)); *P.Fay.* 236 (61-52 B.C.E. – Euhêmeria); *P.Freib.* III 21; 22; 23; 24; 25; 28; 32; 34; 35 (all from 179/8 B.C.E. – Philadelphia); *P.Köln* VI 275 (104/3 B.C.E.); *P.Mich.* XVIII 771 (195 B.C.E. – Oxyrhyncha); *P.Tebt.* I 105 (103 B.C.E. – Kerkeosiris); 106 = *MChr* 134 (101 B.C.E. – Ptolemais Euergetis); 107 = *MChr* 141 (112 B.C.E.); 108 (93 B.C.E.); 137 (218/7 B.C.E. – Theogenis); 158 (103 B.C.E.); III.1 819 (171 B.C.E. – Oxyrhyncha); III.2 975 (194/3 B.C.E. – Tebtynis); *P.Yale* I 51 (184 B.C.E. – Kerkesoucha); *PSI* VI 385 (146/5 B.C.E. – Philadelphia); X 1098 (51 B.C.E. – Tebtynis); *SB* III 7188 (154 B.C.E.); VI 9612 (88/7 B.C.E. – Theogenis); XVI 12373 (158 B.C.E.); 12569 (66-59 B.C.E. (?) – Kerkesoucha Orous). Oxyrhynchitês: *BGU* VI 1262 (216/5

contracts composed before the *Constitutio Antoniniana* make possible the study of changes in the scheme of the document better than their contemporaneous 107 marriage documents or 79 (non-Roman) deeds of last will;²⁵ accordingly, long periods – for example, the reigns of Augustus and Tiberius which are poorly documented (at least in the case of the *chôra*) in the case of marriage documents and wills, yield a considerable number of lease contracts.²⁶ Moreover, while nearly all the early Roman marriage documents and wills originate from the Oxyrhynchitês and Arsinoitês, in the case of leases there is a substantial number of documents from other regions as well – as, for example, as many as 49 lease contracts from the Hermopolitês;²⁷ we can thus examine the evolution of this type of document in other

B.C.E. – Oxyrhynchos); 1263 (other copies of the same deed are nos. 1264, 2384, as well as *P.Frank.* 2) (215/4 B.C.E. – Thôlthis); 1266 (203/2 B.C.E. – Takona); 1267 (286/5 B.C.E.); 1269 (266/5 (?)); 1270 (191 B.C.E. – Takona); X 1943 (215/4 B.C.E.); 1944 (214/3 B.C.E. (?)) – both from Thôlthis); 1945 (214/3 B.C.E.); 1946 (213/2 B.C.E.); 1947 (213/2 B.C.E.); 1948 (213/2 B.C.E.); 1949 (221-205 B.C.E.); 1950 (221-205 B.C.E. – all possibly from Thôlthis); 1951 (221 – 205 B.C.E.); 1952 (221-205 B.C.E.); 1953 (221-205 B.C.E. – Thôlthis); 1954 (221-205 B.C.E.); 1955 (221-205 B.C.E.); 1956 (200/199 B.C.E.); 1982 (236/5 B.C.E.); XIV 2383 (215/4 B.C.E. – Thôlthis); 2385 (214-212 B.C.E. – Thôlthis (?)); 2386 (203/2 B.C.E. – Takona); 2387 (III B.C.E.); 2393 (215/4 B.C.E. – Thôlthis); *P.Frank.* 1 (213 B.C.E. – Thôlthis); 4 (216/5 B.C.E. – Thôlthis); *P.Grad.* 19 = *SB* III 6290 (214/3 B.C.E. – Thôlthis (?)); *P.Hamb.* IV 239 (mid III B.C.E. – Thôlthis (?)); *P.Hib.* I 90 (222 B.C.E. – Thôlthis); 91 (224/3 B.C.E.); *P.Köln* III 145 (I B.C.E.); *P.Oxy.* XIV 1628 (73 B.C.E. – Oxyrhynchos); 1629 (44 B.C.E. – Oxyrhynchos); *PSI* X 1097 (54/3 B.C.E. – Oxyrhynchos); *SB* XII 11060 (246-223 B.C.E.); 11061 = *P.Hamb.* II 188 (218 B.C.E. – Thôthis); XVI 12784 (late III B.C.E. – Oxyrhynchitês or Hêrâkleopolitês). Hêrâkleopolitês: *BGU* XIV 2389 (172/1 B.C.E.); 2390 (160/59 B.C.E.); *P.Sorb.* I 15 (266 B.C.E. (?)); *P.Stras.* VII 642 (246-221 B.C.E.); *SB* XVI 12784 (late III B.C.E. – Oxyrhynchitês or Hêrâkleopolitês). Hermopolitês: *P.Dion.* I 1 (110 B.C.E.); 4 (108 B.C.E.); 5 (106 B.C.E. – all from Tenis). Pathyritês: *P.Giss.* I 37 (after 9.11.134 B.C.E. – Pathyris); *PSI* IX 1020 (110 B.C.E.). Thebais: *O.Bodl.* I 257 (II B.C.E.); *PSI* IX 1021 (109 B.C.E. – Ta Memnonia). Unknown Provenance: *BGU* VI 1268 (late III); *P.Hib.* II 263 (225 B.C.E.); *P.Lond.* II 226b p. 9 (II B.C.E.); *P.Ross.Georg.* II 3 (226/5 B.C.E.); *SB* III 6302 (214/3 B.C.E.); XX 14108 (early II B.C.E.). I purposely leave out of the present reckoning extracts of lease contracts, for these give a merely selective account of what their authors thought the most important features of the original document. Cf., in particular, *P.Tebt.* III.1 815; *CPR* XVIII 2; 3; 7; 11; 15; 19; 32; 33. Herrmann, *supra* n. 21, 250-251.

²⁵ Cf. Yiftach, *supra* no. 9, 149 n. 3, 151 n. 6; Yiftach-Firanko, *supra* n. 1, 21. I now add the *meriteia* *P.Louvre* 7 (41-54 C.E. – Soknopaiou Nêsos) and the *diathêkê* (?) *SB* XXIV 15921 (176-193 C.E. – Oxyrhynchos). *SB* XXIV 16001 (158 C.E. – Karanis) is presumably a *meriteia*.

²⁶ Examples from the Augustan Period are *BGU* IV 1118 (22 B.C.E. – Alexandria); *P.Amst.* I 41.1-44 (10 B.C.E. – Ptolemais Euergetis); *P.Oxy.* II 277 (19 B.C.E. – Oxyrhynchos); from the Tiberian era are *P.Yale* I 67 (31 C.E. – Tebtynis); *P.Oxy.* XLVI 3267 (37-41 C.E. – Oxyrhynchos).

²⁷ *BGU* XI 2125 (II-III C.E.); *P.Amh.* II 85; 86 (both 78 C.E.); *P.Bad.* II 18 (61/2 C.E.); *P.Brem.* 75 (113-117 C.E.); *P.Flor.* I 41 (140 C.E.); 85 (91 C.E.); III 353 (83-95 C.E.);

parts of Roman Egypt besides the Arsinoitês and Oxyrhynchitês. A third factor that makes a study of the lease contract especially conducive to our discussion is the type of transaction recorded; both the marriage document and the deed of last will record family-related transactions; it can always – and will in fact later – be claimed that documents of this kind were subject to rules and patterns different from those relating to other transactions. Accordingly, lease contracts provide a new perspective by considering a completely different sphere of life and society in Ptolemaic and Roman Egypt.

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Deeds of lease from Egypt open with the lease clause, namely a clause recording the act of lease itself. This clause also reports the object of lease, the persons of the lessor and tenant, the duration of lease and the *ekphorion* or *phoros* – i.e., the rent in kind or money; it also refers sometimes to the purpose for which the object was leased. This clause is common everywhere in the Ptolemaic and Roman periods.²⁸ Also pertinent to every lease contract is the delivery clause – the one that sets out the date and place of the delivery of the rent. Yet this clause also takes different forms in different times and places. In the Ptolemaic period, the delivery clause always refers to the case of non-delivery: it imposes sanctions on the tenant in the shape of a fine per each non-delivered *artab*, exposes him to *praxis* by the lessor, and allows the lessor to κυριεύειν τῶν καρπῶν ἕως ἂν τὰ αὐτοῦ κομίσηται.²⁹ The Oxyrhynchite

354; 356 (both I-II C.E.); 368 (96 C.E.); 369 (139 or 149 C.E.); 370 (132 C.E.); *P.Heid.* IV 337 (ca. 78 C.E.); *P.Lond.* III 858a p. 144 (153/4 C.E.); 947.II.a p. xlviii (late II C.E.); III 1103b p. lvii (early III C.E.); 1171a (41 C.E.); b (41/42 C.E.); 1223 p. 139 = *WChr* 370 (121 C.E.); 1225 p. 138 (70/1 C.E.); 1227 (152 C.E.); *P.Michael.* 13 (159/60 C.E.); 14 (164/5 C.E.) (?); *P.Prag.* I 36 (88 C.E.); *P.Ryl.* II 99 (III C.E.); 168 (120 C.E.); 169 (197 C.E.); 170 (202/3 C.E.); *P.Sarap.* 22 (114/5 C.E.); 22a = *SB VIII* 9704 (102/3 C.E.); 23 = *P.Amh.* II 89 (121 C.E.); 24 = *P.Würz.* 12 (123 C.E.); 25 = *SB VIII* 9705 (124 C.E.); 26 = *P.Würz.* 13; 27 = *P.Amh.* II 87 (both 125 C.E.); 28 = *SB VI* 9706 (122 C.E.); 43 (118 C.E.); 44 (123 C.E.); 45 = *P.Stras.* I 78 (127 C.E.); 46 = *MChr* 150 = *P.Amh.* II 88; 47 = *P.Stras.* I 76; 47bis (all three from 128 C.E.); *P.Stras.* IV 291 (124 C.E.); VI 507 (138 C.E.); *P.Vind.Sijp.* 8 (127 C.E.); *PSI* I 30 (82 C.E.); VII 788 (125 C.E.); *SB X* 10289 (early III C.E.); XVIII 13161 (after 29.11.138 C.E.). Another significant group consists of six documents from Alexandria, most dating to the reign of Augustus: *BGU* IV 1118 (22 B.C.E.); 1119 (6/5 B.C.E.) 1120; 1121 (5 B.C.E.); 1170.III (11/10 B.C.E. (?)); *P.Athen.* 15 (83-96 C.E.).

²⁸ Cf., e.g., *P.Frank.* 1.6-13 (213 B.C.E. – Thôlthis); *P.Oxy.* III 499.1-20 (121 C.E. – Oxyrhynchos or Senepsta); *P.Sarap.* 46.4-21 = *P.Amh.* II 88 = *MChr* 150 (128 C.E. – Manchis: Hermopolitês); *PSI X* 1124.5-22 (150 C.E. – Tebtynis).

²⁹ Cf., e.g., the Oxyrhynchite *P.Frank.* 1.15-27 (213 B.C.E. – Thôlthis): τὰ δὲ ἐκφό]ρια [τὰ συγγεγρα]μμένα ἀποδότω Νεοπτόλεμο[ς Ἄπολ]λω[νίωι ἐν] μηνὶ Δύστρωι τοῦ ἐνδεκάτου ἔτου[ς σί]ττου [καθα]ρ[ὸ]ν καὶ ἄδολον τὸν γενόμενον ἐν τῶ[ι κλή]ρωι μ[έτρ]ωι χοῖ δικαίωι μετρήσει δικαίαι καὶ ἀ[πε]ινεγ[κά]τω εἰς Θῶλθιν οὐ ἂν Ἄπολλώνιος συντε[ά]ξιη | [ιδίωι ἀνα]λώ[ματι · ἐὰν δὲ μὴ ἀποδοῖ κατὰ τὰ

lease contract of the Roman period shows marked similarities: here too the tenant is made subject to a fine and *praxis* for not delivering the produce on time.³⁰ The κυριεύειν τῶν καρπῶν provision, however, is located elsewhere in the document, together with the tax clause.³¹ In the Arsinoitês and Hermopolitês the case of non-delivery of the rent is not considered as a rule at all.³²

Diversities are evident in other clauses of the lease contract as well. In the Ptolemaic period it was common to set forth in an independent clause a detailed account of the tenant's obligations to the lessor. As in the case of the delivery clause, it was common to include in the obligation clause a section dealing with the event that the tenant fails in these obligations. This type of clause is well exemplified by *P.Freib.* III 34 (173 B.C.E. – Philadelphia), where the tenant is obligated to sow the land and is prohibited from leaving it before the termination of the period of lease.³³ In the Roman period, an independent clause dealing with the tenant's obligations is

γεγραμ[μένα, ἀποτεισάτ]ω Νε[ο]π[τ]όλεμος Ἀπολλωνίω τιμὴν τῆς ἀρτά[βης] ἐκάστης τῶν πρώων δραχμᾶς ἰ δέκα καὶ ἡ πρῶξις ἔστω Ἀπολλωνίω παρὰ Νεοπτολέμου πράσ[σοντι] κατὰ τὸ [δ]ιάγραμμα. κυριευέτω ἰ δὲ [Ἀ]π[ο]λ[λ]ωνίω τῶν καρπῶν ἕως [ἄν] τὰ αὐτοῦ κολ[μ]ίσηται. The provision is in use in the contemporaneous Arsinoitês as well: cf., e.g., *BGU* VI 1271 (180-145 B.C.E. – Philadelphia). It is still in use, at least in the Arsinoitês, down to the first century B.C.E. Cf. *PSI* X 1098.20-29 (51 B.C.E. – Tebtynis). Cf. Herrmann, *supra* n. 21, 140-142; A. Kränzlein, 'Zur Urkundenklausel "κυριευέτω τῶν καρπῶν ἕως ...",' *Akten des XIII. Internationalen Papyrologenkongresses Marburg/Lahn 1971* (Munich 1974) 215-224.

³⁰ Cf., e.g., *P.Oxy.* III 499.24-33 (121 C.E. – Oxyrhynchos or Senepta): τῆς δὲ μισθώσεως ἰ βεβαίουμένης ἀ[πο]δότη ὁ μεμισθωμένος τ[ὸν] φόρον τῶ ἰ Παῦνι μηνὶ τοῦ ἀ[ὐτοῦ] ἔτους, ἰ ὁ δ' ἂν προσοφειλ[έσῃ] ἀποτεισάτω μεθ' ἡμ[ι]ολίας, κ[αὶ] ἡ πρῶξις ἔστω τῶ με[μ]ισθω[κ]ότι ἰ [ἔκ τε] τοῦ [αὐτοῦ] Ἀπολλωνίου ἰ καὶ ἐκ τῶν ὑπαρχόντων αὐτῶ ἰ πάντων καθάπερ ἐγ δίκης. Herrmann, *supra* n. 21, 100-111.

³¹ Cf., e.g., *P.Oxy.* III 499.20-24 (121 C.E. – Oxyrhynchos or Senepta): τῶν ὑπὲρ τῆς ἰ γῆς δημοσίων ὄντων πρὸς τὸν ἰ [μ]εμισθωκότα, ὄν καὶ κυριεύειν ἰ τῶν καρπῶν ἕως ἂν τὸν φόρον ἰ κομίσῃται. Herrmann, *supra* n. 21, 123.

³² There are only two Arsinoite exceptions to this rule: *P.Athen.* 14.26-32 (22 C.E. – Philadelphia); *SB* XVI 12539.22-26 = *SPP* XXI 1982 after p. 24 (26 C.E. – Tebtynis), both dating to the early first century C.E.; these may have still followed the earlier, Ptolemaic scheme.

³³ *P.Freib.* III 34.12-15 (173 B.C.E. – Philadelphia): βρεχείσης δὲ ἰ [τῆς γῆς κατασπειράτω καὶ καρπισάσθω τὴν γῆν Θεοκλῆς καθ' ὄραν τοῖς ἰδίοις ἀν[α]λώμασι σπέρματα ἐαυτῶ ἰ [παρέχων, - -] ρον. ἐὰν δὲ μὴ κατασπειρήν τῆν γῆν ἡ ἐγλίπη τὴν μίσθωσιν ἰ ἰ πρὸ τοῦ χρόνου - - ἰ ἀποτεισάτ]ω ὑπολογήσας δεύτερον, ὁ ἂν Πτολεμαρχ ? - - As many as four of the six Ptolemaic documents dealing with such negligence are from third- or second-century B.C.E. Philadelphia. I would not rule out a regional peculiarity here. Besides *P.Freib.* III 34, cf. also *P.Col.* IV 79.18-20 (?) (256-248 B.C.E. (?)) (?); *P.Freib.* III 24.10-11; 25.12-14 (both from 178 B.C.E.). Cf. also *P.Yale* I 51.19-21 (184 B.C.E. – Kerkesoucha); *SB* III 7188.43-46 (154 B.C.E. – provenance within the Arsinoitês unknown).

incorporated, it seems, primarily in the Arsinoitês.³⁴ But contrary to its Ptolemaic predecessor, the obligation clause of the Roman Arsinoitês is not followed by further provisions dealing with the case of negligence. Lease contracts from the Oxyrhynchitês and the Hermopolitês do not usually contain independent obligation clauses at all.³⁵

In the Ptolemaic period, one of the lessor's chief duties was to warrant the tenant against eviction. The clause stating this, the *bebaiôsis* clause, is extremely detailed, and is always followed by a consideration of the event that the lessor does not perform the *bebaiôsis*.³⁶ In *P.Frank*. 1 (213 B.C.E. – Thôlthis) the lessor is subject to a heavy fine, consideration is made of the event that he is impeded from performing the *bebaiôsis* by a royal hindrance (*kôlyma*), and he is exposed to the tenant's right of execution – the *praxis*.³⁷ In the Roman period, an independent *bebaiôsis* clause is still incorporated in some lease contracts from the Arsinoitês. It is never followed, however, by the intricate set of clauses anticipating the event of non-performance as we know them from the Ptolemaic period. In the Hermopolitês and Oxyrhynchitês, the independent *bebaiôsis* clause is omitted altogether. We thus find no reference to the *bebaiôsis* obligation in the Hermopolitês; such a reference is

³⁴ The basic formula runs καὶ ἐπιτελέσω τὰ καθήκοντα ἔργα ὅσα καθήκει. Cf., e.g., *PSI* X 1124.22-23 (150 C.E. – Tebtynis). Cf. Herrmann, *supra* n. 21, 125 n. 2.

³⁵ In the Oxyrhynchitês, the tenant's obligations are normally detailed in the framework of the lease clause itself. Cf., e.g., *P.Oxy.* III 499.15-16 (121 C.E. – Oxyrhynchos or Senepsta). There are three exceptions: *P.Ross.Georg.* II 19.25-36 (141 C.E. – Oxyrhynchos); *SB* XIV 11281.24-27 (172 C.E. – Oxyrhynchos); *XX* 14337.25-27 (103 C.E. – Oxyrhynchos). In the Hermopolitês, we find independent obligation clauses in *P.Michael*. 13.6-9, 13-16 (159/60 C.E.) (?); *P.Ryl.* II 99.9-10 (III C.E.); *P.Sarap.* 47.16-17 (128 C.E.); *P.Stras.* VI 507.8-9 (138 C.E.).

³⁶ Cf. Herrmann, *supra* n. 21, 154-160. For a detailed analysis of this provision, cf. H.-A. Rupprecht, "Bebaiosis" und Nichtangriffsklausel. Zur Funktion zweier Urkundsklauseln in den griechischen Papyri bis Diocletian, *Symposion* 1977 (Cologne/Vienna 1982) 235-245, and *idem*, 'Die "Bebaiosis". Zur Entwicklung und den räumlich-zeitlichen Varianten einer Urkundsklausel in den graeco-ägyptischen Papyri,' *Studi in onore di Cesare Sanfilippo* 3 (Milan 1983) 611-626.

³⁷ *P.Frank*. 1.40-49: βεβαιούτω | [δὲ Ἀπολλώνιος Νεοπτολέμωι τὸν κλῆρον καὶ τοὺς κατασπαρέν[τ]α[ς] ἐν αὐτῶι καρπο[ῶ]ς κα[θ] ἅ | μ[ε]μίσθωκεν· ἐὰν δὲ μὴ βεβαιώσῃ | κατὰ τὰ γεγραμμέ[ν]α, ἀπ[ο]στεισάτω Ἀπολλώνιος Νεοπτολέμωι | ἐπίτιμον ἀργυρί[ου] δρα[χ]μὰς χιλιάς, ἐὰμ μὴ [τ]ι βασιλικὸν | κώλ[υ]μα γέν[η]ται· [ἐὰν δὲ τι βασιλικὸν κώλυμα γένηται, ἀποδοῦ[σ]τω Ἀπ[ο]λλ[ώ]νιος Ν[ε]οπτολέμ[ω]ι τὰς ἐξήκοντα δρα[χ]μὰς τὸ πρόδομα [κ]αὶ ἄν [τι] ἄλλο προσοφ[η]λήσῃ [παραχρήμα· ἐὰν δ]ὲ μὴ ἀποδῶι, | ἀποτ[ε]ίσάτω [ἡ]μιόλι[ον] καὶ ἡ π[ρ]ῶξ[ι]ς ἔστω Νεοπτολέμ[ω]ι παρὰ | Ἀπολλωνί[ου] πράσ[σ]οντι κατὰ τὸ διάγραμμα. The provision is in use in the contemporaneous Arsinoitês as well: cf., e.g., *BGU* VI 1271.17-21 (180-145 B.C.E. – Philadelphia). It is still in use, at least in the Arsinoitês, in the first century B.C.E. Cf. *PSI* X 1098.16-20 (51 B.C.E. – Tebtynis).

made in Oxyrhynchos, but only in the absolute genitive in the framework of the delivery clause.³⁸

The fifth important element in the lease contract is the return provision. After the lease period is over, the tenant is required to return the land to the lessor. This clause is not exceedingly common in the Ptolemaic period, nor does it seem to have become a routine element in Roman Oxyrhynchos or in the Hermopolitês.³⁹ It is a routine element in the Arsinoitês only, where it is widely attested in both the first and the second century C.E.⁴⁰

Finally, the diplomatic features of the document. Like many other legal documents, the Ptolemaic lease contract was recorded in a *Doppelurkunde* that was drawn up before six witnesses.⁴¹ In the Roman period, the framework of documentation varies considerably by nome. In the Oxyrhynchitês, the most common form before the *Constitutio Antoniniana* is that of the private protocol: the lease clause opens with a declaration by the lessor on the already performed act of lease (ἐμίσθωσε).⁴² In the Arsinoitês, lease contracts from the reigns of Augustus

³⁸ Cf., e.g., the Arsinoite *PSI* X 1124.30-31 (150 C.E. – Tebtynis). The typical Oxyrhynchite formulation – τῆς δὲ μισθώσεως βεβαιουμένης ἀποδοτῶ ὁ μεμισθωμένος τὸν φόρον – can be found, for example, in *P.Oxy.* III 499.24-25 (121 C.E. – Oxyrhynchos or Seneptha). However, the detailed and independent *bebaiōsis* clause did not fall into complete disuse in Roman Oxyrhynchos: cf. *P.Oxy.* XXXI 2584.17-20 (211 C.E.); XLI 2973.26-32 (103 C.E.); *SB* XX 14464.21-25 (II C.E.).

³⁹ In all, eight out of the 89 Ptolemaic lease contracts considered here contain the return clause: *BGU* XIV 2390.35-36 (160/59 B.C.E. – Hêrakleopolitês); *P.Col.* IV 79.14 (256-248 B.C.E. – Philadelphia (?)); *P.Freib.* III 35.9-11 (177/6 B.C.E. – Philadelphia); *P.Tebt.* I 105.25-27, 42-48 (103 B.C.E.-Kerkeosiris); 106.24-26 (101 B.C.E. – Ptolemais Euergetis); *PSI* IX 1020.14-15 (110 B.C.E. – Pathyritês); 1021.32-34 (109 B.C.E. – Ta Memnoneia: Thebaïs); *SB* III 7188.25-29 (154 B.C.E.-Arsinoitês). In the Roman period, the clause is embedded in eight of the 99 documents from *Oxyrhynchitês*: *P.Oxy.* VI 910.38-42 (197 C.E. – Oxyrhynchos); X 1279.24-26 (139 C.E. – Oxyrhynchos); XXXVIII 2874.31-33 (108 C.E. – Oxyrhynchos); XLI 2973.24-26 (103 C.E. – Oxyrhynchos); XLIX 3488.30-35 (70/1 C.E. – Oxyrhynchos); LVII 3911.44-47 (199 C.E. – Pimpasi (?)); *P.Ross.Georg.* II 19.40-44 (141 C.E. – Oxyrhynchos); *SB* XX 14337.30-32 (103 C.E. – Oxyrhynchos), and in two of those 50 from the contemporaneous *Hermopolitês*: *P.Flor.* III 368.12 (96 C.E. – Hermopolis); 369.18-20 (139 or 149 C.E. – Hermopolis). Cf. Hermann, *supra* n. 21, 128-129.

⁴⁰ Cf., e.g., *P.Mert.* I 10.20-22 (21 C.E. – Philadelphia); *PSI* X 1124.28-30 (150 C.E. – Tebtynis).

⁴¹ Cf., e.g., *BGU* VI 1266 (203/2 B.C.E. – Takona: Oxyrhynchitês); *P.Tebt.* III.1 819 (171 B.C.E. – Oxyrhyncha). Cf. H.-J. Wolff, *Das Recht der griechischen Papyri Ägyptens* II (Munich 1978) 57-64.

⁴² Cf., e.g., *P.Oxy.* III 499.1ff. (121 C.E. – Oxyrhynchos or Seneptha): ἐμίσθωσεν Τρύφων Ἀριστάνδρ[ο]υ | καὶ Σαραπίων Ἡρώδου τῶν ἀπ' Ὀξυρύγγων πόλεως Ἀπολλωνίῳ | Ὡρου τῶν ἀπὸ κόμης Σενέπ[τ]α | Πέρση[ς] τῆς ἐπιγονῆς εἰς τὸ ἐνλεστός ἕκτον ἔτος Ἀδριανοῦ | Καίσαρος τοῦ κυρίου ἀπὸ τῶν ὑπαρχόντων αὐτοῖς περὶ τὴν αὐτὴν κόμην ἐκ τοῦ Δίωνος κλήρου τὰς ἀπὸ ἐπικαλάμου ἀρούρας | δέκα ἡμισυ κτλ. Cf. Wolff, *supra* n. 41, 122ff.

and Tiberius are usually formulated as *sygraphai* whose diplomatic structure, besides the absence of the witnesses and the *Doppelurkunde*, closely resembles their Ptolemaic predecessors.⁴³ By the second half of the first century C.E., the *sygraphê* yields its prominence to a different scheme, the *hypomnêma* – an application by the tenant to the prospective lessor for the lease of the land. In the Arsinoitês, a document recording the lease of land would thus be formulated in the second century as an *hypomnêma* by the tenant to the lessor, an exception to this rule being made primarily if the lessor acknowledges the receipt from the tenant of some of the rent in advance (the so-called *prodomatic* lease).⁴⁴ The *hypomnêma* is also very common in the Hermopolitês, but there it never becomes a rule without exception. Rather, throughout the second century it appears together with subjective declarations by the tenant or the lessor concerning the earlier performance of the act of lease.⁴⁵

In short, lease contracts from the Ptolemaic and Roman periods show some common features: all record the act of lease and the tenant's obligation to deliver the rent at a certain time and in a certain place. At the same time, the scheme of the lease contract as attested in the Ptolemaic period is not maintained in the Roman period in its original form in any of the well-documented nomes. Especially noteworthy is the decline of the intricate penalty provisions that had been incorporated in the Ptolemaic period in each and every section of the document: in the Roman period the different penalty and *praxis* clauses are generally avoided in

⁴³ Of the 32 Arsinoite lease contracts from this period whose scheme is identifiable, only four are drawn up as *hypomnêmata*: *P.Ryl.* II 166 (26 C.E. – Euhêmeria); IV 600 (8 B.C.E. – exact provenance unknown); *P.Yale* I 67 (31 C.E. – Tebtynis); *SB* XX 14314 (26 C.E. – Tebtynis). Other 28 are formulated as *sygraphai*.

⁴⁴ The Arsinoite practice of composing lease contracts as *hypomnêmata* rather than as *sygraphai* seems to have set in sometime around 65 C.E. In the period between 66 and 99 C.E. we count 14 lease contracts composed as an *hypomnêma* and only 11 as a *sygraphê*. By now, these *sygraphai* document primarily cases of prepayment of some of the rent (sometimes termed *prodomatic* leases): this is so in at least seven cases. In the first half of the second century the *hypomnêmata* : *sygraphai* ratio is 51:17. Of these 17, as many as eight record some prepayment of the rent. Of the 91 Arsinoite lease contracts composed sometime in the second half of the second century, 87 are *hypomnêmata* while, only four (!) are *sygraphai*, of which three are known to record some prepayment. The only document from that period that does not record a prepayment, but is nonetheless formulated as a *sygraphê*, is *P.Berl.Leihg.* I 22 from 155 C.E. Theadelphia. On the *hypomnêma* in general, cf. Wolff, *supra* n. 41, 114ff.

⁴⁵ *Hypomnêmata* are recorded in 28 Hermopolite documents, a declaration by the tenant in four and by the lessor in ten. Especially striking is the coexistence of the different schemes in a single archive, that of Sarapiôn son of Eutykidês, where eight documents dating to the period between 114 and 125 C.E. – *P.Sarap.* 22, 22a, 23, 24, 25, 26, 27, 28 – are formulated as a declaration of the lessor, while five others (composed between 118 and 128 C.E.) – *P.Sarap.* 43, 44, 45, 46, 47 – are *hypomnêmata*. Cf. *P.Sarap.*, pp. 65-68, 97-98.

lease contracts.⁴⁶ In the period prior to the *Constitutio Antoniniana* there is, to my knowledge, only one exception: in Oxyrhynchos, the case of non-delivery of the rent by the tenant is made subject to pecuniary sanctions as it was in the Ptolemaic period.⁴⁷ This element, however, does not make the Oxyrhynchite lease contracts of the Roman period generally more conservative than their contemporaries from other parts of Egypt. The picture is more complicated than that.

In the Roman period the Ptolemaic lease contract was undergoing simplification everywhere. Yet the form of this simplification varied by nome. The authors of the Hermopolite lease contracts are most radical; they dispense with everything that is not elementary to the act of lease itself and concentrate on the lease and delivery clauses. Accordingly, lease contracts from the Hermopolitês do not embed the *bebaiôsis*, return, or obligation clauses; nor do they contain any penalty or *praxis* clause. The authors of their Arsinoite counterparts act less radically. All the sets of provisions of the Ptolemaic lease contract are still present: the Arsinoite lease contract would commonly record in an independent clause the obligations of the tenant, and would do the same with regard to the delivery, return, and sometimes also the *bebaiôsis* clauses. In the Arsinoitês, one would instead simplify the document by omitting from the scheme a consideration of the sanctions on non-compliance with the contents of each of these clauses. The Oxyrhynchite lease contracts retained the penalty clause for the case of non-delivery of the rent. In other respects, however, they were just as radical as their Hermopolite counterparts: they too left out of the document clauses that were not thought indispensable in its scheme – the obligations, *bebaiôsis*, and return clauses. Differently from the case with the marriage documents, then, there is nothing particularly conservative in the way lease contracts were treated in the Oxyrhynchite nome in the Roman period compared with the way they are treated elsewhere. A consideration of the date on which the scheme was transformed in each nome shows, I believe, quite the opposite.

In the Arsinoitês, the old Ptolemaic scheme is still employed in the very last years of Ptolemaic rule. Thus, *PSI* X 1098 from 51 B.C.E. Tebtynis still possesses the formulaic outlines of its third-century predecessors with their intricate penalty and *praxis* clauses for non-compliance with its terms.⁴⁸ The source material from contemporaneous Oxyrhynchos is sparse. *P.Oxy.* XIV 1628 from 73 B.C.E. – the only document that can contribute to our understanding of the evolution of the

⁴⁶ In the Arsinoitês only a small fraction of the extant 314 documents I surveyed contain either penalty- or *praxis* clauses: six and twelve respectively. They are predominately (unsurprisingly) first-century C.E.: cf., e.g., *BGU* I 197.32-34 (17 C.E. – Dionysias) – penalty clause; *P.Mich.* X 586.15-17 (ca. 30 C.E. – Tebtynis) – *praxis* clause. There is no Hermopolite instance of either.

⁴⁷ Cf. *supra* n. 30.

⁴⁸ ll. 16-20 (*bebaiôsis*), 20-29 (delivery).

Oxyrhynchite scheme in the late Ptolemaic period – is only partially preserved.⁴⁹ What there is, however, shows traits of continuity with the later, Roman scheme. I refer in particular to the location of the formula *κυριευέτω ὁ δεῖνα τῶν καρπῶν ἕως ἂν τὰ ἐκφόρια κομίσηται*. In the early Ptolemaic period this formula is placed within the delivery clause: after the tenant is made subject to a fine per *artab* and the lessor is allowed to apply the *praxis* against him, the lessor is provided with a *kyrieia* until the rent is paid.⁵⁰ This is not, however, its location in *P.Oxy. XIV 1628*. In this document we find the *kyrieuein*-provision in the same clause as the provision that allows the tenant to deduct from the *ekphoria* whatever he paid in taxes on the lessor's behalf.⁵¹ This location recalls the structure of the Oxyrhynchite lease contracts of the Roman period, where the *kyrieia* provision is placed after the clause by which the lessor is made responsible for clearing the taxes, and not in the clause regarding the event of non-delivery.⁵² On account of this piece of evidence, I suggest that while in the Arsinoitês the authors of lease contracts still abided in the last days of the Ptolemaic rule by the old scheme, in Oxyrhynchos they already started to apply a new one. In the Arsinoitês we note two stages: first, at the beginning of the Roman era, a *syngraphê* without the different provisions on non-compliance, and only later, around 70 C.E., the establishment of the routine scheme of the *hypomnêma* as the common form for the documentation of leases of land.

* * *

It is now time to conclude. At the beginning of the presentation I considered some remarkable regional peculiarities in the scheme of the Greek marriage document in early Roman Egypt. The scheme of the Oxyrhynchite document was shown to go back to the Ptolemaic period, while its Arsinoite counterpart was composed according to a new, different scheme. This recognition spurred the discussion that followed. It was asked whether we may infer from the case of the marriage document overriding conservative tendencies in the scheme of Oxyrhynchite legal documents in general, or especially innovative tendencies in their Arsinoite counterparts.

Only part of this question could be answered affirmatively: yes, the Arsinoite scheme of legal documents was receptive to changes; the Ptolemaic scheme of the marriage document was replaced by a new and simpler one, which is first attested in

⁴⁹ Other first-century B.C.E. lease contracts from Oxyrhynchos are *P.Köln III 145* (I B.C.E.); *P.Oxy. XIV 1629* (44 B.C.E.); *PSI X 1097* (54/3 B.C.E.).

⁵⁰ Cf. supra n. 29.

⁵¹ II. 20-24: ἐπὶ δὲ τῶν ἐκφορίων | πλὴν τῶν τελεῶ[ν, ἐάν τι] | πραχθῆ Ἀπολλώνιος εἰς τὸ βασιλικὸν | ἢ εἰς ἕ[τερον τι καθ' ὄν]τινοῦν τρόπον ὑπὲρ Σαραπίωνος | ἢ [τῆς γῆς, ὑπολογεῖται ἀπὸ τῶν ἐκ]φορίων, τῶν | δὲ καρπῶν | [κυριευέτω Σαραπίων ἕως ἂν τὰ ἐκφόρια κομίσηται.

⁵² Cf. supra n. 31.

the early first century C.E.; the same period records the *meriteia*, a new and simpler type of hereditary instrument that superseded in the Arsinoitês – if only partially – the *diathêkê* as a common framework for hereditary provisions. Roughly in the same period we observe changes in the scheme of the lease contract, changes that in the long run transformed the convoluted Ptolemaic lease contract into the succinct lease *hypomnêma* of the second century C.E.

But was Oxyrhynchos conservative? By no means. At any rate, such a claim can certainly not be made in the case of lease contracts; changes, in fact, were underway in this nome earlier than in the Arsinoitês. In the case of the hereditary instruments, all the Oxyrhynchite documents from the early Roman period are formulated as *diathêkai*, the traditional document that is also well attested in the Ptolemaic period. Nearly all the Oxyrhynchite testators who do use this scheme, however, are also residents of the *metropolis*. Since the *diathêkai* are just as popular in another *metropolis* – the Arsinoite Ptolemais Euergetis, I suspect that what made the Oxyrhynchite testators stick to this traditional scheme was precisely their residence in the nome's capital, not necessarily the conservative tendencies in the composition of hereditary instruments in the Oxyrhynchite nome as a whole.

The same explanation may, in fact, help to elucidate the mystery of the Oxyrhynchite adherence in the Roman period to the Ptolemaic scheme of the marriage document – the very question which opened the present paper. Marriage documents from Roman Oxyrhynchos all originate from the nome's capital; so do most lease contracts. There is, however, one key difference in the way the two types of instrument would be treated by their metropolitan authors. A well-off metropolitan who drew up a lease contract with some Egyptian peasant from the next village would do so on a routine basis; there is nothing solemn about that transaction.⁵³ Hence, the question which provision to include derived from its respective legal expediency, nothing more; and so, as we saw, the scheme of the lease contract was indeed quite receptive to changes. Marriage documents and wills were a different matter. A person was expected to marry once, or twice, in the course of his lifetime, and as many times to draw up a will.⁵⁴ Both acts were important and symbolic events. So although, like the lease contracts, marriage

⁵³ J. Rowlandson, *supra* n. 21, 271, 276.

⁵⁴ On the frequency and circumstances of the composition of marriage documents cf. Yiftach-Firanko, *supra* n. 1, 94-104. On the question of remarriage cf. J.-U. Krause, *Witwen und Waisen im römischen Reich I: Verwitwung und Wiederverheiratung* (Stuttgart 1994) 86ff. As for wills, I start out from the assumption that they were composed, other than in anticipation of imminent death, on the occasion of some important changes in life, marriage or re-marriage, and some significant changes in the structure of the family cell, as is the case of Drytôn son of Pamphilos: cf. N. Lewis, 'Dryton's Wives: Two or Three?', *CdÉ* 57 (1982) 317-321; W. Clarysse, 'Le mariage et le testament de Dryton en 150 avant J.-C.', *CdÉ* 61 (1986) 99-103; R. Scholl, 'Drytons Tod,' *CdÉ* 63 (1988) 141-144. The different picture portrayed by Champlin, *supra* n. 12, 65-70, relates primarily, but not entirely, to the Senatorial and Imperial élites.

documents and deeds of last will served some concrete legal ends, their format was also expected to express their authors' 'ideological' and cultural background. Whether or not these were of veritable Greek origin, in the *metropolis* – with its Hellenic ethos – they would certainly wish to present themselves as such;⁵⁵ they would naturally do so in their marriage documents and wills by drawing them up according to their old 'Greek' schemes.

In the case of wills and of marriage documents, then, the seeming conservative tendencies in the scheme in the Roman Oxyrhynchitês, I propose, derive from the documents' place of composition, the *metropolis*. In the case of wills, this explanation is supported by the similar use of wills in the other relatively well documented metropolis – the Arsinoite Ptolemais Euergetis. This is not the case with regard to the marriage document, for marriage documents were composed in Ptolemais Euergetis according to the same scheme as elsewhere in the Arsinoite nome.⁵⁶ This fact does not, however, negate the present explanation. Each *metropolis* was, after all, an independent entity, and had its own formulaic tradition. It would be helpful, on the other hand, for the further corroboration or refutation of the present explanation, to know what the scheme of Greek marriage documents in the Oxyrhynchite hinterland was in the early Roman period. Unfortunately, the extant source material does not yield an answer.⁵⁷

⁵⁵ Such motivation would naturally accord well with the effort of distinguishing, primarily by fiscal means, the strictly defined 'Hellenic' orders of the metropoleis (those of the gymnasium, in Oxyrhynchos, Hermopolis and Memphis, the 6,475 in Ptolemais Euergetis), from the rest of the non-Roman population. Cf. J. Méléze Modrzejewski, 'Entre la cité et le fisc: le statut grec dans l'Égypte romaine,' *Symposium 1982* (Cologne/Vienna 1989) 241-280, at 160, 178-180. I do not suggest, of course, that belonging to these privileged groups per se made any difference as to the type of scheme used. In the *metropoleis* everyone – metropolitan or villager – used the same documents. Cf. also, more recently, P. van Minnen, 'AI APO GUMNASIOU: 'Greek Women and the Greek 'Elite' in the Metropoleis of Roman Egypt,' *Le Rôle et le Statut de la Femme en Égypte Hellénistique, Romaine et Byzantine, Actes du Colloque International*, Bruxelles/Leuven 1997 (Leuven 2002) 337-353.

⁵⁶ A notable peculiarity of marriage documents from Ptolemais Euergetis vis-à-vis the rest of the nome is, however, the composition of the document before a statute of Julia Augusta: cf. Yiftach-Firanko, supra n. 1, 332 ad *P.Oxy.* III 604 descriptum. 1. Cf. also C. Kunderewicz, 'Quelques remarques sur le rôle des *Κατσαρεία* dans la vie juridique de l'Égypte romaine,' *JJP* 13 (1961) 123-129 at 126-127.

⁵⁷ This paper is a preliminary product of a research project, 'Continuity and Change in the Formulary of Legal Documents in the Greek East (30 B.C.E. and 641 C.E.)', conducted by Dr. Avshalom Laniado and myself at Tel Aviv University in 2002-2003. The project was sponsored by the German-Israel Foundation. I would like to express my sincere thanks to Dr. Laniado, to the Foundation, and also to Prof. H.-A. Rupprecht of Marburg and A. Bürge of Munich, who placed the scientific resources of their institutes at my disposal in the course of that period of research. Special thanks are due to Dr. Andrea Jördens, for the stimulating reaction to, and consideration of the contents of the present account.

APPENDIX

I: The Structure of the Marriage Document

	<i>Ekdosis</i> Clause	Dowry	Marital Obligations	Divorce Clause	Death Clause
Ptolemaic Period	Attested	Always	Detailed Ac- count, Subject to Sanctions	Only Divorce Initiated by the Wife	Attested
Roman Oxy- rhynchos – down to ca. 150 C.E.	Common	Always	Detailed Ac- count, Ptolemaic Scheme	Only Divorce Initiated by the Wife, Ptolemaic Scheme	Common
Roman Oxy- rhynchos – after 150 C.E.	Common	Always	Succinct Formulation	New Clause	Common
Roman Arsi- noitês	Never	Always	Succinct Formu- lation	Various Divorce Scenarios	Never

II: The Structure of Greek Hereditary Instruments in the Roman Period

<i>Diathêkê</i>		<i>Meriteia</i>	
Date and Place Clause	ἔτους -- ἐν -- ἀγαθῇ τύχῃ	Date and Place Clause	ἔτους -- ἐν --
Introductory Clause	τάδε διέθετο νοῶν καὶ φρονῶν - - ἐν ἀγυιᾷ		
Freedom of Future Dis- position	ἐφ' ὃν μὲν περίεμι χρόνον τῶν ιδίῳν κύριον εἶναι καὶ χρῆσθαι καὶ οἰκονομεῖν περὶ αὐτῶν καὶ μεταδιατίθεσθαι καθ' ὃν ἂν αἰρῶμαι τρόπον		
Actual Disposition	ἐὰν δ' ἐπὶ τῇ διαθήκῃ τελευτήσω κληρονόμους ἀπολείπω (names of heirs)	The Actual Disposition – <i>Homologia</i>	ὁμολογεῖ -- μεμερικέναι / συγκεχωρηκέναι μετὰ τὴν ἑαυτοῦ (/ἑαυτῆς) τελευτὴν τοῖς -- a list of the components of the estate in the accusative

<i>Diathêkê</i>		<i>Meriteia</i>	
Disin-heritance Clause	ἄλλω δὲ οὐδενὶ οὐδὲν τῶν ἐμῶν καταλείπω	Freedom of Future Disposition	ἐφ' ὃν δὲ χρόνον περιῆ ὁ ὁμολογῶν (/ἢ ὁμολογοῦσα) ἔχειν αὐτὸν (/αὐτήν) τὴν κατὰ τῶν ἰδίων πάντων ὀλοσχερῆ ἐξουσίαν πωλεῖν ὑποτίθεσθαι ἐτέροις παρασυγχωρεῖν κτλ.
Penalty Clause	παρὰ δὲ ταῦτα μὴ οὔσης μηδενὶ τῶν καθόλου ἐξουσίας παραβαίνειν, τὸν δὲ παραβησόμενον ἀποτίειν τῷ ἐμμένοντι τό τε βλάβος καὶ ἐπίτιμον ἀργυρίου -- καὶ εἰς τὸ δημόσιον τὰς ἴσας, καὶ μηδὲν ἦσσαν κύρια μένειν τὰ προκείμενα		
<i>Kyria</i> Clause	ἡ διαθήκη κυρία ἐστίν		
List of Witnesses (optional)		List of Witnesses	παρόντων δὲ ἐπὶ τῆς ἀρχῆς μαρτυρούντων καὶ συσφραγισάντων τούτῳ τῷ συγχωρημάτι
<i>Hypographê</i> of the Testator	-- πεποιήμεαι τὴν διαθήκην καὶ καταλείπω κτλ.	<i>Hypographê</i> of the Author	-- ὁμολογῶ μεμερικέναι (/συγκεχωρηκέναι) μετὰ τὴν ἐμὴν τελευτὴν τοῖς κτλ.
<i>Hypographê</i> of Six Witnesses	-- μαρτυρῶ τῆ τῆς (/τοῦ) -- διαθήκῃ, καὶ εἰμὶ ἐτῶν -- καὶ ἔστιν ἡ σφραγὶς μου --	<i>Hypographê</i> of Six Witnesses	-- συμμαρτυρῶ καὶ συσφραγιῶ
Registration by a Public Notary		Registration by a Public Notary	

III: Deeds of Last Will before the *Constitutio Antoniniana*: Quantification by Nomes

	Arsinoîtês	Oxyrhynchitês	Hermopolitês	Others	Total
<i>Diathêkê</i>	7	31	2	2	42
<i>Meriteia</i>	35	--	1	1	37
Total	42	31	3	3	79

IV: Deeds of Last Will before the *Constitutio Antoniniana*—the Arsinoitês

	Ptolemais Euergetis	Tebtynis	Soknopaiou Nêsos	Philadelphia	Other Locations	Provenance Unknown
<i>Diathêkê</i>	7	--	--	--	--	--
<i>Meriteia</i>	3	17	8	1	5	2
Total	10	17	8	1	5	2

V: The Formulaic Features of the Lease Contract down to the CA

	Rent Clause	Delivery Clause	Obligations Clause	<i>Bebaiôsis</i> Clause	Return Clause	Diplomatic Features
Early Ptolemaic Arsi- noitês + Oxy- rhynchitês	Always, + Duration Clause	Always, followed by a sanc- tion on non-deli- very, <i>praxis</i> and a <i>kyria</i> clause	Frequent, followed by sanctions on negligence	Very frequent, followed by intricate sanctions on non- comp- liance, a <i>kôlyma</i> provision	Possible, but not common	Six-Wit- nesses <i>Syngraphê</i> , Objective. Frequently Doppelurk
Roman Oxy- rhynchitês	Always, frequently inflated	Always, frequently followed by a sanc- tion on residues and a <i>praxis</i> clause	Rare as an independent clause. Usually reported in the lease- clause	Only as absolute genitive in the delivery clause	Uncommon	Private Protocol, Objective
Roman Arsi- noitês	Always	Always, mostly in a simple form	Always, varying details	Common, but not indis- pensable	Routine	Up to ca. 70 <i>Syngraphê</i> , later <i>Hypom- nêma</i> (the case of pro- domatic lease excepted)
Roman Hermo- politês	Always	Always, simple form	Very Rare	None	None	<i>Hypomnêma</i> or subjective declaration in a chiro- graphic form

