

The languages of law

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Introduction

In the Egyptian millennium covered by this volume two major languages were spoken and written. Egyptian was the larger in terms of number of speakers, while Greek, certainly spoken in Egypt during much of the first millennium BC, became in the Ptolemaic period the dominant language of administration and the language of law. The Egyptian language is represented in its two last phases by two different scripts. The first, which developed in the Delta during the seventh century BC and spread through Egypt by the fifth century BC, is known as Demotic, characterized by a highly cursive script that developed out of the cursive Hieroglyphic writing known as Hieratic.¹ The second phase, Coptic, began to be written around AD 300 and came to be used in legal documents by the sixth century AD, though it did not become a dominant contractual language until after the Arab conquest (3.4).² This last stage of the Egyptian language deployed a Greek alphabet to which were added several signs left over from Demotic that preserved phonemes in Egyptian not found in Greek.

Thus during the three traditional phases of Egyptian political history documented in this volume (Ptolemaic, Roman, Byzantine) Egypt was a serially bilingual society.³ Of course, the Romans through their conquest introduced Latin as a language prominent in certain military and legal contexts (3.3, 4.3). This notwithstanding, Greek remained for Egypt, whether ruled from Rome or Constantinople, the chief administrative and legal language. It continued as such past the Arab conquest into the early eighth century AD (3.4).

There are several different circumstances in which bilingualism features in legal papyri. The first occurs at the intersection between the interests of

¹ For a good overview, see Thompson, D. J. (2009).

² Bagnall (2011: 75–94)

³ For a recent overview, see Papaconstantinou (2010).

the state (taxation and registration) and the making of private contracts. That intersection can be seen in the “archival docket” recording the sale tax on Ptolemaic Demotic documents beginning with the reign of Ptolemy II (Pierce 1972: 179–88). Bilingualism can be seen, for example, in Demotic contracts with Greek registration dockets (3.2.1), or in those contracts where the contractual language was Greek or Demotic and the subscriptions in the opposite language (3.2.2–3.2.3). Official Greek wills might bear signatures of priestly witnesses “in the native script” (3.1.2 and introduction) if there were not enough “Greeks” on hand. We also see bilingualism in trials in which Greeks and Egyptians were involved. The state official present at the Asyut family dispute (called an *eisagôgeus*, an “executive officer” [Taubenschlag 1955: 483], or “clerk of the court,” a state official in charge of supervision of the trial and perhaps responsible for the enforcement of the judgment), for example, presumably knew enough spoken Egyptian to follow the proceedings.⁴ In certain cases, it may have been the case that Demotic contracts had to be translated into Greek to be adjudicated by Greek courts (Mairs and Martin 2008–09).

The two different courts of the Ptolemaic period, one hearing cases in Greek, the other in Egyptian, must have created the need both for bilingual speakers and for interpreters (Rochette 1994). This also held true for the Roman period, when reports of legal proceedings record the testimony of Egyptophone witnesses as rendered into Greek through interpreters (*hermêneis*, e.g., *P.Sakaon* 32 [AD 254/68], *SB XVI* 12692 [17 May AD 339]). The Roman period saw the introduction of written records of court proceedings with framework and speakers’ cues in (highly abbreviated) Latin and the substance of questions and answers in Greek (10.3.6, 10.4.5). The Byzantine period brings to papyrological prominence the bilingual Greek–Coptic notary Flavius Dioskoros, whose knowledge of the law suggests he must have had at least a smattering of training in Latin as well (van Minnen 2003; see Rowlandson 1998: 151–55, 4.2.3 and 8.2.12 for samples of his work).

Another good example of the use of an interpreter is to be found in one of the most famous texts from Roman Egypt.⁵ Therein, as part of a lengthy petition to the prefect over a property dispute, minutes before a regional Roman official (an *epistratêgos*) were cited verbatim as evidence in support

⁴ On this trial, see Manning (2010: 193–96). On the official, see the discussion by Allam (2008), who argues that the official was a continuation from pharaonic law courts.

⁵ *P.Oxy.* II 237, Col. VII, lines 37–38. Trans. Rowlandson (1998, no. 138). Part of this large text is treated above in 2.6.2.

of the complaining party's claims. Part of the minutes from 14 October AD 133 states that an interpreter was deployed to translate, and thus to make plain before the official, the wishes of an Egyptian woman. Bilingual archives, whether Demotic–Greek or Coptic–Greek (Clarysse 2010, Clackson 2010, 3.4), are perhaps the richest source for relations between ethnic groups, and it is the Dryton archive (see 3.1 and 4.5.3) that offers the best glimpse at the use of Greek and Egyptian legal forms and traditions within a single family.

In the Ptolemaic period, the maximum Greek population represented between 5 and 15 percent of the total population of Egypt.⁶ There were, of course, many other ethnic groups living in Egypt, Idumaeans, Arabs, Jews, for example. Occasionally they were organized into distinct communities (*politeumata*, see 10.2 below). Greek became the dominant administrative language. Many Egyptians of the scribal class learned enough Greek to function in the new bureaucratic system, while certain among the Greeks who immigrated to Egypt adapted to their new local surroundings by learning Demotic.

The military families of Upper Egypt that are documented in archives such as Dryton's used both Greek and Demotic texts to record their transactions. Dryton, whose father was probably from Crete, served as a cavalry officer in Upper Egypt during the second century BC. His bilingual archive is especially important because it contains three versions of his Greek will, linked to three milestones in his life: his first and second marriages and his impending death. Taken together these Greek wills, along with the Egyptian "deeds of division" found in other archives, demonstrate quite clearly how Egyptian and Greek traditions of inter-generational property transfer interacted and influenced each other to form "Greco-Egyptian" documents (Vandorpe 2002a: 26).

The social status of the parties may have influenced the choice of language and the type of document selected for a particular transaction. Military communities like Pathyris (in the south, modern Gebelein) were certainly places in which ethnic interactions were more likely. The Greek of the papyri does show some influence from Egyptian; on the contrary, Demotic, with the exception of some technical loanwords, shows notable isolation both from Greek and from Egyptian, even though many Greek loanwords must have been borrowed into spoken Egyptian already during the Ptolemaic period. Such a formal distinction between documentary and spoken language was, theoretically, a standard feature of Egyptian

⁶ Thompson, D. J. (2009: 401). For the low estimate see now Fischer-Bovet (2011).

(Ray 1994). The Greek of the Byzantine period borrowed numerous Latin technical terms (Daris 1991 *passim*), while Coptic of all periods gets a goodly portion of its vocabulary from Greek, with technical terms, once again, significant in such borrowing (3.4, cf. Crum 1939a: 879–939).

Bilingual Demotic and Greek contracts continued to be written in the Fayyum following the disappearance of purely Demotic contracts at the beginning of the Roman period, but even these bilingual contracts gradually begin to disappear in favor of purely Greek ones in the late first and early second century AD. The gradual nature of this disappearance argues against an outright administrative proscription of either the Demotic language and script or the Egyptian legal tradition.⁷ Indeed, documents from Oxyrhynchos outside the Fayyum suggest that the Egyptian legal tradition continued to be recognized well into the Roman period. The proclamation of the prefect of Egypt Marcus Mettius Rufus, dated to AD 89–90, is preserved as a citation in the petition of a certain Dionysia to another prefect of Egypt in AD 186 (see above, p. 97).⁸ This proclamation makes it clear that claims arising out of the Egyptian legal tradition were recognized at least as late as AD 89–90, as long as those claims were properly registered in Greek, while the petition suggests that such claims could be recognized well into the second century AD.⁹ This latter possibility is supported by a Greek translation of the Demotic legal manual of Hermopolis dating to the second century AD found in Oxyrhynchos.¹⁰

P. Mattha, referred to on several occasions in the present volume but too big to include, is dated by palaeography to the third century BC. It contains in some cases what appear to be legal rules that are earlier, so the text may be an updated version of something created before the Ptolemaic period. It consists of a series of legal rules and particular forms of legal texts (how to make out a lease of land, the proper form of an annuity, the rules of inheritance, and so on). This legal manual, or book of forms, and its Roman period copy (*P. Oxy.* XLVI 3285), demonstrate that Egyptian legal traditions and forms of text were still in use throughout the Ptolemaic and early Roman (at least) periods.¹¹

Thus, the disappearance of bilingual contracts in favor of purely Greek ones is likely to have been the long-term consequence of the administrative

⁷ Lewis (1993); Muhs (2005a: 100–04). ⁸ *P. Oxy.* II 237, Col. VIII, lines 27–43 (= 2.6.2).

⁹ The very use of the *katoché* by Dionysia shows that this Egyptian institution was still applied towards the end of the second century.

¹⁰ *P. Oxy.* XLVI 3285. For Demotic legal “codes,” see Lippert (2004).

¹¹ *Ed. pr.* Mattha and Hughes (1975). See further Donker van Heel (1990). For the connections to actual praxis, see Muhs (2002).

changes made at the beginning of the early Roman period. It has been shown that the texts of Greek subscriptions of first contracting parties could closely parallel the texts of Greek contracts proper. In fact, the subscriber for the first contracting party could largely restate the Greek contract proper in the first person, when the contract proper was written before the subscription. Similarly, the *grapheion* officials could largely restate the Greek subscription of the first contracting party in the third person, when the subscription was written before the contract proper. In contrast, bilingual Demotic and Greek contracts always required a translation, either on the part of the subscriber when the Demotic contract proper was written first, or on the part of the *grapheion* official when the Greek subscriptions were written first. The elimination of the separate administrative systems of Demotic notaries and Greek contract scribes made it easier to choose the language and script of a contract, and the requirement that contracting parties subscribe their contracts in Greek may thus have made Greek contracts more attractive than bilingual Demotic and Greek ones, especially for a population that was probably largely illiterate in both Demotic and Greek. In addition, the Ptolemaic state requirement that Demotic contracts be registered in order to be valid appears to have led to a decline in their use.¹² The Roman state centralized even further the registration of private agreements.¹³

Coptic documentary papyri reveal a large number of phenomena related to societal bilingualism and individual bilingual skills of different degrees, sometimes as components in Greek–Coptic bilingual archives.¹⁴ The social milieus and affairs reflected by Coptic literary and documentary texts give the impression that the Egyptian vernacular was functioning as a low-variety language, regularly learned as the first, hardly as a second language, spoken and occasionally written by native speakers within, socially and functionally, rather narrow surroundings.

A strong obstacle to drawing a reliable and nuanced picture of Greek–Egyptian bilingualism and legal biculturalism in Byzantine Egyptian society is the narrow limits placed on conclusions based on the evidence of written texts: What we see is only the tip of an iceberg. This is true both of the linguistic contours of the documents and of their legal content. We have no appropriate criterion to decide whether or not, or to what extent, the linguistic appearance and the legal practice evidenced by our texts represent the usual linguistic behavior of Egyptians and the overall

¹² *P.Par.* 65 (146 BC) on which see above, Chapter 2, introduction.

¹³ *P.Oxy.* 1 34 verso (= 2.6.1). ¹⁴ Clackson (2010).

legal customs of Byzantine Egypt. Still, the surviving evidence is a wide area full of complexity, one that will not stop prodding us to imagine how the language of legal and business communication functioned in Byzantine Egypt.

3.1 Ethnic diversity in a wealthy household

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The papers of Dryton, his wife, and their offspring constitute only one of the family archives originating from Ptolemaic Pathyris. Archives from this town are especially important for studying the degree of hellenization of the local people and the initiatives taken by the government to encourage this.¹⁵ The town of Pathyris was established in the aftermath of a fierce inland revolt that ravaged Upper Egypt c.207–186 BC (Veisse 2004). Ptolemy V tried to suppress the uprising and several measures were taken in the decades following to bring peace to the region. Strategic sites like Pathyris, located south of Thebes, received military bases. Soldiers bought land and settled in this town. One of them was the Greek cavalryman Dryton son of Pamphilos, of Cretan descent and citizen of Ptolemais, the Greek *polis* in Upper Egypt. He was attached to the military camp of Ptolemais, but served in other Upper Egyptian places where control was necessary. In a later stage of his career he was promoted to cavalry officer (Vandorpe and Waebens 2010, §36).

When he was about forty years old, Dryton married for the second time. His wife, a teenager, was the daughter of a soldier who served in the same unit as Dryton. After the marriage Dryton moved to Pathyris, where his wife and her family lived. His new spouse, who was as well off as he, belonged to a local family of Egyptian origin. But her grandfather or father had managed to be enrolled in the fiscally privileged class of the Greeks and had assumed the ethnic designation “Cyrenaean.” Enrollment in this class implied a degree of hellenization. Henceforth several family members adopted Greek names alongside their Egyptian ones and thus bore double names. Dryton’s wife, for instance, was called Apollonia alias Senmonthis. (See Figure 3.)

It is not always easy to distinguish between people whose ancestry was purely Greek (like Dryton) and those who were hellenized Egyptians

¹⁵ See, for instance, the archives of Harsiesis son of Schotes, Horos son of Nechouthes, Pelaias son of Eunous, and Peteharsemtheus son of Panebchounis. All these archives originate from Pathyris: see Vandorpe and Waebens (2010).

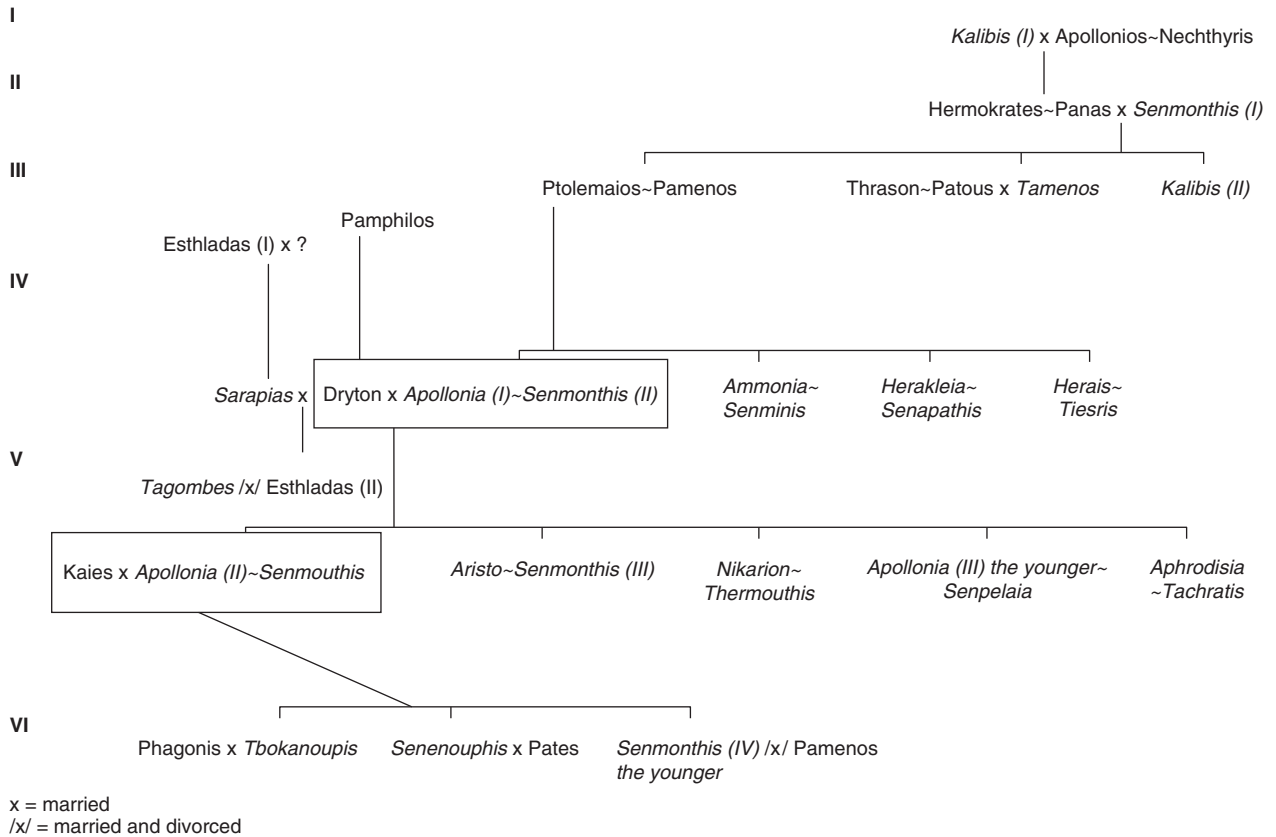


Fig. 3. Family tree of Apollonia alias Senmonthis, wife of Dryton

(like those in Apollonia's family). Both used Greek contracts (3.1.1), both submitted Greek petitions to higher officials (3.1.3), both had or had adopted Greek names, and both have preserved Egyptian documents in their private archives (Vandorpe and Waebens 2010, §31).

One important difference concerns the mother tongue, which can be retrieved by turning to private documents such as accounts and lists. Dryton's accounts are indeed all written in Greek, whereas his wife's Egyptian background is betrayed, for instance, by her Egyptian name, Senmonthis. Another difference concerns traditions about inheritance, marriage, and divorce, which differ according to the Greek or Egyptian origins of the individuals concerned (3.1.2 and Chapter 4).

In their "mixed" marriage, Dryton lived in accordance with Greek tradition (3.1.2) and Apollonia clearly adjusted herself to Greek customs: she became a businesswoman who presented herself to society as a Greek woman in every respect (3.1.1). But the Greek range of influence was not maintained after Dryton's death. His son Esthladas, who enjoyed a Greek education, married and divorced an Egyptian girl according to local tradition. Although Dryton's five daughters bore Greco-Egyptian double names, none of them followed in their mother's footsteps: they all married Egyptians and, consequently, did not continue the Greek tradition of their parents, nor did they become businesswomen as had their mother. They lived according to Egyptian custom (3.1.4) and no longer gave their children Greek names. Thus, the Greek "flare-up" within Apollonia's family, brought about by her marriage to a Greek officer, was entirely unmade in the third generation.

The return of Dryton's children and grandchildren to Egyptian tradition symbolizes what was going on in Upper Egypt at that time. Around 100 BC, the Greek initiatives in Upper Egypt on the part of the government disappeared. Greek notaries, Greek banks, Greek tax farmers, Greek jurisdiction had dropped out of the picture. In the 80s BC Upper Egypt revolted once more against Ptolemaic rule.

3.1.1 Greek loan by Apollonia

P. Dryton 19 (= *P. Lond.* III 616 desc., *P. Grenf.* I 20) (Pathyris, 7 November 127 BC)

Apollonia was a young girl who used her marriage with the Cretan cavalryman Dryton as an opportunity to present herself as a Greek lady – and with every reason, since she had married a Greek husband and was herself descended from a hellenized (Cyrenaean) family. In her view, she was better off presenting herself in this way since Greeks were more

respected than Egyptians in Ptolemaic society. Consequently she became a part of the upper class. She was quite well off, having inherited real estate from her father, and she derived a substantial income from giving loans in money and in kind. Dryton helped her, where necessary, with her business activities.

As long as there was no Greek notary's office in Pathyris she negotiated loans in the presence of an Egyptian notary and conducted business without a guardian in accordance with Egyptian legal forms. But, contrary to the other women of her village, she presented herself as a "Greek woman," bearing a Greco-Egyptian double name with the Greek name mentioned first. In 136 BC a Greek notary's office was installed in Pathyris and from then on Apollonia contracted Greek loans as a "Cyrenaean" woman, accompanied by a male guardian (or *kyrios*) as Greek law required. In the loan mentioned below she was assisted by her husband and lends 10,000 bronze drachmas for a period of five months. In the amount of 10,000 drachmas the interest was already included, a practice attested in all loan contracts from Pathyris.

Year 44, month of Phaophi, day 15, in Pathyris in the presence of the Greek notary Asklepiades.

Has lent Apollonia daughter of Ptolemaios, Cyrenaean, having as guardian her own husband Dryton son of Pamphilos, Cretan, cavalry officer in charge of men at the head of those of the *epitagma*-unit and one of the *Diadochoi*, to Solon alias Sleis, son of Horos, and to Harmais son of Horos, Persians of the *epigonê*, and to Tebos daughter of Phageris, Persian, having as guardian her own son Sleis mentioned above, one talent and 4,000 drachmas of bronze, without (further) interest (i.e., with interest included), for a period of five months, from Phaophi onwards until 10 Mecheir of the 44th year.

This loan the borrowers shall return to Apollonia in the month of Mecheir, (before) the 30th day. If they fail to return it within the time stated, they shall immediately return (it) increased by 50 percent and for the overtime (they shall pay) interest at the rate of 2 drachmas per mina each month.

Sureties for each other for the payment of all liabilities described in this loan contract are the borrowers themselves. Apollonia shall have the right of execution upon the borrowers, upon each and every one of them and upon whomsoever she chooses and upon all their property, as if in accordance with a legal decision.

I, Areios, subordinate of Asklepiades, have dealt with (this contract).

On the verso: Loan of Apollonia to Sleis and others, of 1 talent, 4,000 drachmas in bronze.

3.1.2 Greek will by Dryton

P.Dryton 3 (= *P.Lond.* III 640 descr., *P.Bour.* 9, *P.Grenf.* I 44, *Pap.Lugd.Bat.* XIX 4, *P.Lond.* III 687 a and e descr.) (Pathyris, 29 June 126 BC) (English translations in: *Sel.Pap.* I 83 and Rowlandson 1998, no. 86). Image at *P.Dryton*, Plate 3.

Dryton wrote at least three wills, a record for Greco-Roman Egypt. The earliest was drawn up north of Thebes, in Little Diospolis in 164 BC, on the occasion of his first marriage with Sarapias, who subsequently gave birth to a son called Esthladas. He altered his will when he married Apollonia in 150 BC (see 4.5.3). Shortly before his death, in 126 BC, he produced a third and last will, given below. By that time Dryton had been promoted cavalry officer and bears the court title of *Diadochos*. His second wife had borne him five daughters. As children of a mixed marriage, the five girls gained from both traditions: they inherited real estate in accordance with Egyptian tradition and received dowries in accordance with Greek custom. The oldest son, Esthladas, born out of his first marriage, inherited half of Dryton's property as well as his military equipment. This privileged position of the oldest and single son fits into both the Greek and Egyptian traditions.

Dryton made his wills in the standard Greek form (cf. 4.5.3). A Greek will required six witnesses, who signed the document in Greek. In Dryton's will four of them, however, were Egyptian priests, who signed in Demotic. The official copy with the Demotic signatures is no longer extant, but in the surviving copy the original signatures were translated into Greek. In the town of Pathyris the majority of the inhabitants were Egyptians, the elite partly or completely unable to write Greek. Even some of the Greek notaries, descended from a local, Egyptian family, did not sufficiently master the Greek language.

Year 44, month of Payni, day 9, in Pathyris, in the presence of the Greek notary Asklepiades.

These are the testamentary arrangements by Dryton son of Pamphilos, Cretan, one of the *Diadochoi* and cavalry officer over men, at the head of those of the *epitagma*-unit, while he was healthy, of sound mind and in possession of his wits.

"May I be master of my property in good health. But if I should suffer mortal fate, I bequeath and give all my immovable and movable property, cattle, and whatever I may acquire besides:

“The horse on which I campaign and all my armor (I leave) to Esthladas, my son by Sarapias daughter of Esthladas son of Theon, a citizen (of Ptolemais), with whom I used to live as my wife in accordance with the laws and with the will that was drawn up in the record office in Little Diospolis, before the Greek notary Dionysios, in the 6th year of the reign of Philometor (164 BC), and that records among its dispositions the appointment of Herm(a/o)philos as guardian, being a relative; of the 4 household slaves (I give to Esthladas) those named Myrsine and her (child) –; the remaining 2 female slaves called Eirene and Ampelion, (I leave) to (my daughters) Apollonia and her sisters, being 5 girls in all; and (to Esthladas I leave) the vineyard site belonging to me on the Kochlax on the east bank of the Pathyrite nome, the wells in it made of baked brick and the other appurtenances; (I) also (leave to him) the wagon with its equipment, the dovecote, the other, half-finished dovecote, a courtyard whose neighbors are, on the south: vacant lots of the said Esthladas, on the north: a vaulted room of Apollonia the younger, on the east: a lot [. . .] of Petras [. . .] son of Esthladas, on the west: a vacant lot of Esthladas, as far as the door that opens to the west.

“The remaining rooms with appurtenances, on old [. . .], a vacant plot intended for a dovecote down from the door of Esthladas and to the west of the vaulted room, I give to Apollonia, Aristo, Aphrodisia, Nikarion, and Apollonia the younger, my 5 daughters by Apollonia alias Senmonthis, the wife with whom I am living in accordance with law. They are to possess the 2 female slaves and the cow in equal shares for their households according to the division I have made.

“Esthladas shall give, from the vacant plot granted to him facing his door to the west, four square cubits as space for an oven.

“Of the remaining building(-site)s and vacant plots in the Ammonieion (-quarter) in Great Diospolis (Thebes) and in the Potters’ Quarter, Esthladas is to have half, Apollonia and her sisters half. All my remaining belongings, my warrants for grain and cash as well as all my furniture, will be divided in half shares.

“Esthladas, Apollonia, and her sisters shall pay in common the expenses of building the dovecote, (that is) the intended dovecote until they have finished it.

“(Esthladas, Apollonia and her sisters shall jointly give) to Apollonia alias Senmonthis, my wife, for (a period of) four years, if she remains in my house irreproachably, for the maintenance of herself and her two daughters, each month $9\frac{1}{2}$ (artabas) of wheat, $1/12$ (artaba) of castor oil (and) 200 bronze (drachmas). After 4 years they shall make the same

provisions from the common fund for the two younger daughters for 11 years. They (Esthladas and his sisters) shall give to Tachratis for a dowry 12 bronze talents out of the common fund. Of whatever properties Senmonthis appears to have acquired as belonging to herself, while living with Dryton, she shall be the owner. Those who will proceed against her for these acquisitions, [. . .].”

Year 44, 9 Payni.

Testator was Dryton son of Pamphilos, Cretan, of the *Diadochoi* and cavalry officer over men, at the head of those of the *epitagma*-unit.

Witnesses: [Has signed ————— -]

Has signed NN son of NN, priest of Aphrodite and Souchos, of the first *stolistai* and the *pterophoroi*, about 35 years old, tall, with a honey-colored complexion, straight hair, a flat face, straight nose, (and) a scar on his right temple.

Has signed Nechoutes son of Thotortaios, Persian, priest, first *stolistês* of the temple in Pathyris, about 50 years old, of medium stature, with a honey-colored complexion, straight hair, a long face, straight nose, (and) a scar on his forehead on the right.

Has signed Patous son of Herieus, Persian, priest, first *stolistês* of the same temple, about 50 years old, of medium stature, with a honey-colored complexion, straight hair, a flat face, straight nose, (and) a scar on his forehead to the left.

Has signed Patous son of Horos, *hypepistatês* (vice mayor) of Pathyris, Persian, of the infantry, about 40 years old, with a honey-colored complexion, straight hair, a long face, straight nose, (and) a scar.

These four (witnesses have signed) in the native script because there was not the same number of Greeks on the spot.

Has signed Ammonios son of Areios, Persian, one of the soldiers-serving-for-pay, about 30 years old, of medium stature, with a honey-colored complexion, slightly curly hair, a long face, straight nose, (and) a scar in the middle of his forehead.

3.1.3 Greek petition from Dryton's daughters

P. Dryton 34 (= *P. Lond.* II 401, pp. 12–14, *M. Chr.* 18, *C. Ptol. Sklav.* I 58) (Pathyris, 115–110 BC) (English translation in: Rowlandson 1998, no. 87)

Dryton's two oldest daughters, Apollonia alias Senmouthis and Aphrodisia alias Tachratis, petitioned in Greek to one of the highest officials of the country, Phommous, *epistratêgos* and *stratêgos* of the Thebaid, acting also

in the name of their three younger sisters. They described how their father left them half of his property. Among the immovables was a vineyard with appurtenances on the Kochlax, on the east bank of the Pathyrite nome, of which they had inherited a half share. See 3.1.2.

When in a period of unrest (probably due to dynastic troubles) they were not able to inspect their property, Ariston, a man from Thebes, occupied the vineyard plot and planted part of it. The sisters ask the *epistratêgos* Phommous to summon Ariston and to investigate the matter.

In general, both Greeks and hellenized Egyptians addressed Greek petitions to high officials. But the girls were able to impress the Greek authorities by adding their ethnic designation “Cyrenaean,” thus stressing their belonging to the class of the Greeks. In addition, they tried to raise compassion, as they were wronged by a man who had used violence and despised them because they were women.

To Phommous, Kinsman (of the King), *epistratêgos* and *stratêgos* of the Thebaid.

From Apollonia alias Senmouthis and Aphrodisia alias Tachratis, both daughters of Dryton, living in Pathyris.

There belongs to us and to our sisters Aristo alias Senmonthis, Nikarion alias Thermouthis and Apollonia the younger alias Senpelaia, a half share of our father’s plots of land, being 4 in number, in the Peritheban and Pathyrite nomes, and similarly (a half share) of the domestic slaves. Among the plots of land, there is on the Kochlax on the east bank (of the Nile) in the said Pathyrite nome, a half share of a vineyard plot of about $2\frac{1}{2}$ arouras and to the east of this a garden, wells, farm buildings, a wine press, a plot of dry land, another plot of non-revenue-yielding land and all the appurtenances that our father owned as long as he lived.

After his death, we were owners of the rest (of the inheritance), (but) Ariston son of Athenodotos, from Great Diospolis (Thebes), forcefully occupied the said vineyard and its appurtenances in times of unrest and he unjustly lays claim to the half share that belongs to us. He has planted a certain part with vines, looking down (upon us) because we are women and are not able easily to go to the property referred to, since we live in another place.

Therefore, having fled to you, we ask, if it seems (good to you), that you summon him and investigate, and, if things are as we write, that you compel him to vacate the half share of the vineyard described by us and the plants growing in it and the adjoining places, and also to compensate

for the crops he has removed therefrom. As regards the violence he has committed, (we ask that you), as one who hates wickedness, condemn him so that we may obtain redress.
May you prosper.

3.1.4 Demotic divorce agreement for Dryton's granddaughter

P. Dryton 8 (= *P. Baden* 1, pp. 9–11, no. A.6) (Pathyris, 21 September 100 BC)

After Dryton's death his wife Apollonia alias Senmonthis probably lived with her oldest daughter Apollonia alias Senmouthis and her husband Kaies. Henceforth, from c.118 BC onwards, that is eight years after Dryton's death, the family archive was enriched with several papers of Kaies, who apparently took over the business activities of the family. The latter had a stable marriage with Senmouthis, but two of her sisters and one of their children were not so fortunate and divorced in accordance with Egyptian legal forms, resulting in three Demotic divorce agreements drawn up by the Egyptian temple notary. Contrary to marriage contracts, divorce agreements did not mention the financial consequences of divorce. They only treated the status of the woman, allowing her to take another husband.

The following document recorded the divorce of Senmonthis the younger, daughter of Kaies and Senmouthis, granddaughter of Dryton. The agreement is signed by four witnesses, but only two signatures are preserved. Her former husband Pamenos, son of Nechouthes and Senthotis, was married again four years later.

Year 15, month of Thot, day 5, of King Ptolemy (X) also called Alexander, and Queen Berenike his sister (and) wife, (and the year of the priests) who are appointed in Rakotis (Alexandria).

Has spoken the Greek, born in Egypt, Pamenos son of Nechouthes, his mother being Senthotis, to the woman Senmonthis the younger, daughter of Kaies, her mother being Senmouthis:

"I have repudiated you as a wife. I am far from you in respect of (the) right (to you) as (my) wife. I have nothing in the world to claim of you in the name of the right (to you) as (my) wife.

"I am the one who says to you: 'take yourself a husband.' I will not be able to stand in your way in any place to which you wish to go to take yourself a husband. If I find you together with any man in the world, I will not be able to say to you: 'you are my wife' from this day on and afterwards, forever."

Has written Nechthminis son of Nechthminis, who writes in the name of the priests of Hathor, mistress of *Inty* (Pathyris), (priests) of the five *phylai* (= priestly classes).

Has signed Pasouchos son of Onnophris.

Has signed Nechthminis son of [. . .]

3.2 Greek and Demotic in the Roman Fayyum

Brain P. Muhs

The Fayyum, and particularly the towns of Soknopaiou Nesos and Tebtunis, preserve a large number of legal documents from the end of the Ptolemaic period through the early Roman period (30 BC – c. AD 100), especially when compared to the rest of Egypt.¹⁶ These documents make it clear that the Egyptian and Greek legal traditions coexisted at this time, but for primarily administrative reasons: purely Demotic contracts soon gave way to bilingual ones, which in turn gave way to purely Greek contracts.¹⁷

The Egyptian and Greek legal traditions had also coexisted in the preceding Ptolemaic period (332–30 BC), each with its own independent administration system. Thus verbal agreements in the Egyptian language were recorded by Egyptian notaries in the Demotic script according to Demotic schemes, and agreements in the Greek language were written by Greek contract scribes in Greek using Greek schemes. The vast majority of the population was illiterate, so witnesses literate in Demotic and Greek respectively signed the contracts to confirm that the written texts agreed with the verbal agreements. Nonetheless, from the middle of the second century BC onwards, literate contractors, especially the first contracting party, usually also subscribed to contracts in Demotic or Greek to confirm them.¹⁸ Lawsuits arising from these agreements were even sent to separate courts, depending on the language of the contracts from which the lawsuits arose.¹⁹ The state kept track of the activities of these two separate but parallel systems by requiring that both types of contracts be registered in *graphēia*. Both Demotic and Greek contracts occasionally received short Greek registration texts to show that the contracts had been registered, or sometimes just red stamps with the same significance.²⁰

¹⁶ See now Lippert and Schentuleit (2006a), (2006b), (2010).

¹⁷ Lewis (1993). ¹⁸ Depauw (2003: 66–88).

¹⁹ *P.Tebt.* 1 5, re-edited as *C.Ord.Prol.* 53, lines 207–20 (10.1.4), discussed by Méléze Modrzejewski (1975) and Pestman (1985c).

²⁰ Muhs (2005a: 93–96).

In the early Roman Period, these two legal traditions continued to coexist, as suggested by the Greek translation of the Demotic legal manual of Hermopolis mentioned in the introduction to this chapter. Contracts could still be written either in Demotic according to Demotic schemes or in Greek according to Greek schemes. In any case, the separate but parallel administrative systems of Demotic notaries and witnesses and Greek contract scribes and witnesses disappeared very early in the Roman period, probably as the result of deliberate centralization by the state. Instead, the *grapheia* previously responsible for registration were made responsible for writing both Demotic and Greek contracts. As before, a short Greek registration text or stamp could be added to contracts to confirm that they had been registered. The role previously played by witnesses in confirming contracts was now fulfilled by the personal subscriptions of the contracting parties. In particular, the subscription of the first contracting party in Greek seems to have become mandatory on both Demotic and Greek contracts. Subscriptions in Demotic and Greek had in fact become common and perhaps even mandatory in the second century BC, but now Demotic subscriptions were replaced by Greek ones, even on Demotic contracts. Those who could not write and women relied on guardians to subscribe for them.²¹

3.2.1 Demotic house sale and cession with Greek registration

P.Brit.Mus. 262 + *M.Chr.* 181 (= *DDD* III 5) (Soknopaiou Nesos, 21 November AD 11). Image: Figure 4.

The early Roman innovations in the administration of contracts affected the appearance of Demotic contracts much more seriously than that of Greek contracts. The presence of Greek subscriptions as well as Greek registration texts below ostensibly Demotic contracts rendered the contracts in effect bilingual. In this way, purely Demotic legal documents rapidly disappeared from public contexts in the early Roman Fayyum. **3.2.1** is one of the earliest of these bilingual contracts. It is a house sale from the town of Soknopaiou Nesos (“The Island of Soknopaios”) on the northern edge of the Fayyum, and dates relatively early in the Roman period to 21 November AD 11. The upper part of the papyrus contains a Demotic sale contract and a Demotic cession contract written next to each other. In the Ptolemaic period, the Demotic sale contract had come to be viewed as a conditional sale that was completed only when the seller drew

²¹ Depauw (2003: 89–105); Muhs (2005a: 96–99).

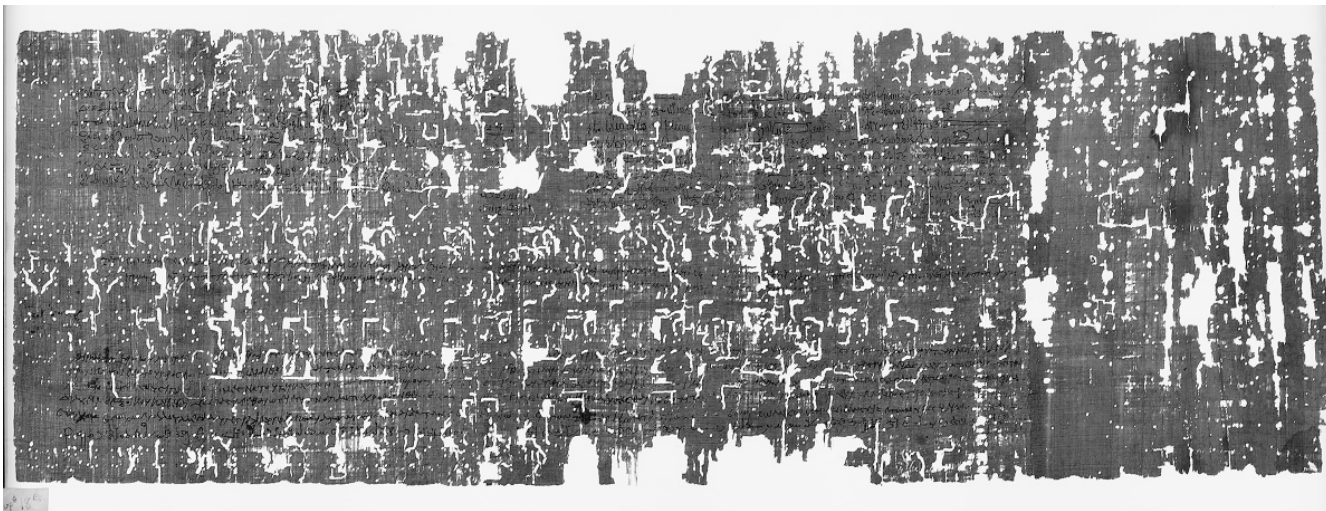


Fig. 4. Demotic house sale. *P.Brit.Mus.* 262 / *P.Lond.* 262. Soknopaiou Nesos, November AD II

up a parallel cession contract or died.²² Consequently, in the course of the Ptolemaic period one finds increasing numbers of paired sale and cession contracts for sales intended to be complete from the start. Early in the Ptolemaic period these paired sale and cession contracts were most often written on separate papyri, each with its own set of witness signatures, usually on the verso. Later in the Ptolemaic period they were frequently written next to one another on the same papyrus, as here, but with a single shared set of witness signatures, which this papyrus lacks. Instead, the lower part of the papyrus contains the subscriptions of the two contractors, that of the seller in Greek and that of the buyer in Demotic, as well as a Greek registration text.

Demotic sale: Year 41 of the victory of Caesar, the god, the son of the god, third month of the *akhet*-season, day 24. Has said the servant of Neith, the prince, the noble, the prophet, the son of a prophet, Chairemon son of Herodes, whose mother is Tasis, to the lord of purity, the chief of the lake “The Great Green” of Nephersatis,²³ Satabous son of Herieus the younger, whose mother is Satabous:²⁴ “You have satisfied my heart with the money, the price of my house, which is built, which is furnished with beams and doors, below to above, and of its seat(?) which is to the north, and of its light well and of its vacant lot which are to the south, and of everything belonging to them, which is in the Sobek-town ‘The Island of Soknopaios the great god,’ in the Herakleides district in the Arsinoite nome, with every measurement which belongs to them. Their neighbors: south, the wall of the town; north, the house of Horos the son of Horos; west and east, the streets of Pharaoh, life health prosperity. They belong to you from today onwards. No one on the earth, myself likewise, shall be able to exercise authority in them apart from you from today onwards. The one who shall come against you on account of them, I shall cause that he be far away from you, compulsorily, without delay. And I will cause them to be clear for you from every document, every judgment, every claim on the earth, of brother, sister, son, daughter, every man on the earth. To you belongs every document that has been made concerning them, and every document that has been made for me concerning them, and every document that has been made for my

²² In contrast, Ptolemaic Greek sale contracts were rendered conditional by leaving them incomplete; see Pestman (1985a: 56–57).

²³ “The Great Green one of Nephersatis” is Lake Moeris in the Fayyum. See www.trismegistos.org/geo/detail.php?tm=1384.

²⁴ Notably the son and mother have the same name. See the discussion by Schentuleit (2001: 138–39).

father and my mother concerning them, and every document, every judgment, everything in which I have been justified in their name. The oath and the proof that will be placed after you in order to cause that I do it in their name, I will do it,” while the woman and servant of Sobek, Temsais daughter of the prophet of Neith, Chairemon, whose mother is Tamestasythmis, his wife, says: “Write and do everything that is written above. My heart is satisfied with it.”

Demotic cession: See below, **6.2.5**

Greek registration: Year forty-one of Caesar, day twenty-four of the month of Hathyr. Registered in Psinachis in the Themistos district, a sale and a cession of a house and a seat(?) and light well²⁵ and vacant lot and everything belonging to them in Soknopaiou Nesos in the Arsinoite nome in the Herakleides district which Chairemon, the son of Herodes whose mother is Thasis, prophet, has executed for Satabous, the son of Heriopsemis whose mother is Satabous. Tomsais the wife of Chairemon, the daughter of Chairemon, whose mother is Tamestasythmis, has consented.

Subscription of the seller, in Greek: (2nd hand) We, Chairemon son of Herodes, whose mother is Thasis, prophet, and his wife, Themsais daughter of Chairemon, whose mother is Tamestasythmis, agree that Chairemon has sold to Satabous son of Heriopsemis, whose mother is Satabous, the house belonging to me with the veranda(?) on the north side and the light well and the adjoining vacant lot on the south side and everything belonging to them in Soknopaiou Nesos in the Herakleides district, of whatever size it is, with the measurements, the neighbors: south, the town wall; north, the house of Horos son of Horos; west and east, the royal street. And I have received the complete agreed-upon price in full immediately from hand to hand out of the house and I undertake to guarantee with every guarantee for all time. And I, Themsais, agree to the sale and will not make any claim, as is written above. I, the above-named Chairemon, prophet and first *stolistês* of Sobek, the twice-great god, have written for her because she does not know letters, and I am forty-three years old, with a scar on the middle of the forehead, but Themsais is forty years old without distinguishing marks.

²⁵ For a discussion of these architectural features, see Lippert and Schentuleit (2010: 117–18).

Subscription of the buyer, in Demotic: In the writing of Satabous son of Herieus the younger, whose mother is Satabous:²⁶ I have received this house in exchange for silver, from Chairemon son of Herodes, whose mother is Tasis, the prophet of Soknopaios, which is in the Sobek-town “The Island of Soknopaios the great god.” He shall cause that it is clear for me according to every word that is written above.

3.2.2 Greek sale of a priest’s dwelling with Demotic subscription

P.Ryl. II 161 (with *BL* I 389, v 87, VII 172) (Soknopaiou Nesos, AD 81). Image at *P.Ryl.* II, Plate 10.

The early Roman administrative innovations applied equally to Greek contracts and to Demotic contracts, but the appearance of Greek contracts was less seriously affected. Already in the Ptolemaic period, the first contracting party frequently subscribed to Greek contracts in Greek,²⁷ so the main change in the early Roman Period was the disappearance of witness signatures. 3.2.2 is an example of such a Greek contract. It is a sale of a *pastophorion*, a kind of chapel or priest’s dwelling, from the town of Soknopaiou Nesos, and dates to AD 81. The upper part of the papyrus contains a Greek sale contract, while the lower part contains the Greek subscriptions of the two contractors as well as a Greek registration text. The seller was a woman, and therefore her guardian, her brother, signed for her in Demotic, presumably because he could not write Greek. This Demotic subscription was then followed by a Greek subscription written on behalf of the seller and her guardian. Note that this Greek subscription largely restates the Greek contract proper, except that it is written in the first rather than the third person. This format was typical of publicly registered Greek contracts throughout the Roman period.²⁸

Greek sale: Third year of the Emperor Titus Caesar Vespasian Augustus, on the tenth day of the month Artemisios, Phamenoth 10, in the village of Soknopaiou Nesos in the Herakleides district of the Arsinoite nome.

Thases daughter of Panephrimmi son of Panephrimmi, about forty-five years old with a mole on the right cheek, with her guardian and sibling Stotoetis son of Panephrimmi son of Marres, about thirty years old with

²⁶ “His mother is Satabous” is erroneously omitted from the translation in *DDD* III 5, p. 153.

²⁷ Depauw (2003: 85–86); and see for example *P.Tebt.* I 104 and 105, dated to 92 and 103 BC respectively.

²⁸ Wolff (1978: 40–41). See 2.6.

a scar on the right shin, agrees with the husband of her daughter Stotoetis, Stotoetis son of Satabous son of Herieus, about thirty-two years old with a scar on the left shin, that she the agreeing party has sold to him according to this agreement, from the present day for all time, the one-fourth part of a two-storied *pastophorion* and courtyard, common and undivided, and everything belonging to it, belonging to her, Thases, within the enclosure of the temple of the god Soknopaios in the eastern part of the same temple; the neighbors of the whole *pastophorion* and courtyard are: south, the shared entrance and exit; north, the *pastophorion* and courtyard of Stotoetis son of Satabous and the vacant lot of the children of Tesios son of Haruotes; west, plots belonging to the same temple; east, the aforementioned enclosure; and she, Thases, the agreeing party, has received from Stotoetis the complete price agreed upon for the one-fourth part sold of the *pastophorion* and courtyard, in full immediately from hand to hand out of the house, [. . .]8 silver drachmas; and Thases, the agreeing party, and those belonging to her guarantee Stotoetis and those belonging to him with every guarantee from all public and private fees, and from poll-taxes from previous times until the coming census, from public and private fees and every claim for all time, and building, completing, and repairing both entrances and exits; and that the agreeing party and those belonging to her make no claim and will make no claim, and will not dispute or proceed against it in any manner, breaking none of the aforementioned provisions. But if she does not guarantee or does not provide, she will pay double the damages and costs and a fine of [. . .] silver drachmas and the same to the public treasury. The subscriber of the agreeing party and her guardian is Satabous son of Herieus, about 21 years old without mark; and that of the purchaser is Onnophris son of Onnophris, about thirty-two years old with a scar on the right side of his forehead.

2nd hand, subscription of the guardian on behalf of the seller, in Demotic:
Stotoetis son of Panephrimmi son of Marres, I act as guardian (?) of Thases daughter of Panephrimmi, she having been paid (?) its price. . .

3rd hand, subscription on behalf of the seller and her guardian, in Greek:
Thases daughter of Panephrimmi with guardian and sibling Stotoetis son of Panephrimmi son of Marres, I agree to have sold to the husband of my daughter Stotoetis, Stotoetis son of Satabous son of Herieus, according to this agreement from the present day for all time, the one-fourth part of a two-storied *pastophorion* and courtyard, common and

undivided, and everything belonging to it, belonging to me, within the enclosure of the temple of the god Soknopaios in the eastern portion of the same temple. The boundaries are: south, the shared entrance and exit; north, the *pastophorion* of Stotoetis son of Satabous and the plot of the children of Tesios son of Haruotes; west, plots belonging to the temple; east, the enclosure of the same temple. And I have received the price in full, [. . .]8 silver drachmas, immediately from hand to hand out of the house; and I guarantee with every guarantee as stated above. Satabous son of Herieus wrote for them because they do not know letters.

4th hand, subscription of the buyer, in Greek Stotoetis son of Satabous has purchased as stated above. Onnophris son of Onnophris wrote for him because he does not know letters.

5th hand, registration of the sale, in Greek: It has been registered in the *grapheion* in Soknopaiou Nesos.

3.2.3 Greek subscription to a Demotic contract of sale

P.Mich. v 301 (extract) (Tebtunis, between AD 7 and 56)

The early Roman administrative innovations may not have severely affected the appearance of Greek contracts, aside from the disappearance of witness signatures, but the remains of the archive of the *grapheion* in early Roman Tebtunis, dating between AD 7 and 56, reveal that the procedures for writing contracts, both Greek and bilingual Demotic and Greek ones, were profoundly altered. The archive contains many incomplete versions or copies of Greek, and to a lesser extent bilingual contracts, some of which contain only the Greek subscriptions of the contracting parties at the foot of the papyrus. Clearly, in some cases at least, the Greek subscriptions were written first, and the contract proper afterwards.²⁹ **3.2.3**, an extract from *P.Mich.* v 301, is an example of such a Greek subscription, for the sale of a vacant lot “according to Egyptian contracts.” The subscription is undated, but was surely written in the first half of the first century AD along with the rest of the *grapheion* archive. The scribe regularly substitutes omicron-iota for upsilon or beta in names. There is a large blank area at the top of the papyrus where the contract proper would eventually have been written, perhaps a single Demotic sale contract,³⁰ or perhaps paired Demotic sale and cession contracts.³¹ Below the Greek subscription are descriptions of the contracting

²⁹ Husselman, in *P.Mich.* v, pp. 3–11.

³⁰ As in *P.Mich.* v 253.

³¹ As in *P.Mich.* v 249 and 250.

parties, which would perhaps have been worked into the Greek registration text when it was written, since Demotic contracts used titles rather than descriptions for identification.

This translation reproduces the original rather than the normalized Greek spellings of the Egyptian names.

We, Mieous and Herakles, both sons of Harmioisis and our mother Taarpaesis, and the wife of Mieous, Tabneoitoinis daughter of Psonsneus and her mother Taarmioisis, agree that we, Mieous and Herakles, have sold according to Egyptian contracts to Psonsneus son of Orseus and his mother Tapesoures the part belonging to us from our father of the vacant lot that is partly walled, and everything belonging to it, common and undivided, in Tebtoinis in the division of Polemon. The measurements of the whole vacant lot are: south to north, eight cubits, west to east, five cubits, as many cubits as there may be. The neighbors are: south, the open space of the temple of the god Herakles Kallinikos; north, the house of Mieous son of Kouthis; west, the house of the purchaser Psonsneus; east, the house of Panther and in part the shared entrance and exit. And we have received from the purchaser, immediately from hand to hand out of the house, the entire price agreed upon in full; and we guarantee with every guarantee for all time. I, Tapneoitoinis, the aforementioned wife of Mieous, consent to the preceding sale and that neither I will proceed against it, nor anyone else on my behalf for all time, and that I will make no claim; and we will do the other things and agree to them as stated above. Marepsemis son of Marepsemis wrote for them because they do not know letters.

2nd hand, descriptions of the contracting parties, in Greek, at the bottom of the papyrus: Mieus about 48 years old with a scar on the right side of the face. Herakles about 30 years old with a scar on the left cheek. Tapnebtunis about 45 years old with a scar on the left side of the face under hair. Psonsneus about 50 years old a scar on the little finger of the left hand.

3.3 Roman law in Egyptian documents

James G. Keenan

In a footnote to his *Egypt in Late Antiquity* (Bagnall 1993b: 233–34 n. 16) Roger Bagnall provided a list of thirteen documents that either were or contained Greek translations of legal documents from Latin originals.³²

³² See also Adams, J. N. (2003: 527–641) for examples and full discussion.

The footnote appears in the course of a discussion not on law, but on “Languages, Names, and Ethnicity.” Nevertheless, its references also provide a suitable point of departure for discussion of Roman law in documents from Egypt: Greek, Latin, and bilingual. Of interest is that the documents listed all date from the second and third centuries; more precisely, from *c.* AD 150 to AD 300. They therefore fall on either side of AD 212, the year in which the Emperor Caracalla issued the *Constitutio Antoniniana*, the edict by which (virtually) all inhabitants of the empire became Roman citizens. Of the thirteen documents, two are securely dated and one is editorially assigned to the second century; the rest for all practical purposes belong to the third. Though the numbers are small, the distribution may suggest an extension in use of Roman legal forms in third-century Egypt as part of a more general legal Romanization following Caracalla’s edict. The persons involved were in the main city dwellers, with residents of Oxyrhynchos especially well represented.

The documents in which these people figure are of legal interest both for what they concern and what they do not. They include mancipatory wills (*BGU* I 326 [= 3.3.1], *Pap.Lugd.Bat.* XIII 14); assorted claims to inheritance rights (*P.Oxy.* IX 1201, XIX 2231; *SB* VI 9298); registrations of inheritances (*P.Oxf.* 7; *PSI* XIII 1325 = *SB* V 7630, with a translated copy of the will itself); requests for guardianship (*P.Oxy.* XII 1466 [= 3.3.5], XXXIV 2710 [= 4.3.2], cf. *P.Harr.* I 67); a release from paternal power, *patria potestas* (*CPR* VI 78 [= 4.3.4], with will appended in Greek translation); and an informal manumission “among friends” (*P.Oxy.* IX 1205).³³ In sum, the documents concern inheritance and family (including household slaves); or, to put this in institutional terminology, the law of succession and persons, not obligations or actions (in general, Wolff 2002: 99–200). It is even tempting to consider that the documents concerned with the law of persons were themselves aimed at legal adjustments anticipated or required by complications arising from inheritance. This is clearly true in 4.3.4 (Arjava 1999b), where a daughter’s inheritance from her mother is conditioned on a release from paternal power (*patria potestas*).

The list of translations of Latin legal documents can be extended for present purposes by adding Greek documents that are obviously

³³ *P.Oxy.* xx 2276, last in Bagnall’s list and not mentioned here, is a private letter concerned with a legal case whose substance is beyond recovery. Lines 6–7 refer to a papyrus roll (*chartê*) on which a Latin text and its Greek translation were inscribed. *P.Oxf.* 7 seemingly refers to “a copy of a translation” (line 12, with the core of the word for “translation” entirely restored), but the translation referred to is not to be found in *P.Oxf.* 7 itself (see *P.Thomas* 20 intro., p. 178).

translations, but whose headings identifying them as such have been lost, for example:

- (1) *P.Hamb.* I 73 (= Migliardi Zingale 1997: 65–67, no. 13) (second century AD), fragment of the protocol of the opening of a Roman mancipatory will (cf. 3.3.1 and 3.3.3 below);
- (2) *P.Lips.* II 151 (AD 246/7), another manumission *inter amicos* (“among friends”);
- (3) *P.Oxy.* XII 1467 (= 4.3.3) (AD 263), a woman’s petition for the *ius trium liberorum* (“right of three children”).

Clearly bilingual documents also bear mention, for example:

- (1) *P.Oxy.* XXXVIII 2857 (= 4.5.5) (AD 134), a draft of a Roman mancipatory will (cf. 3.3.1) where the Greek version is nearly complete but the Latin very fragmentary;
- (2) *M.Chr.* 362 (= *Jur.Pap.* 8 = *CPL* 172) (AD 211), still another manumission *inter amicos*, on a wooden diptych. Here is found a full Latin text followed by a Greek summary, extensive enough but not reproducing the Latin in all its detail;³⁴
- (3) *P.Oxy.* VIII III4 (AD 237), a Latin declaration (*professio*) of an inheritance followed by an affidavit in Greek;
- (4) *P.Thomas* 20 (AD 269/70), a bilingual petition to the prefect to confirm possession of an estate (*agnitio bonorum possessionis*), the decedent in this instance being a woman who had died childless and intestate. The headings of both the Latin original and the Greek translation are lost.³⁵

Additions like these³⁶ in no way alter the conclusion already reached on the basis of the original thirteen documents cited in Bagnall’s footnote: namely, that Roman legal documents in Greek are by and large translations from the Latin. As such, they are presumably accurate representations of Roman law both before and after the *Constitutio Antoniniana*. The

³⁴ It is the formulaic Latin of this document that suggests the Latin underlying *P.Lips.* II 151 cited above. On the document type: Scholl (2001).

³⁵ Cf. 4.6.5a (bilingual) and *P.Oxy.* IX 1201 (bilingual), both in “the list of thirteen” translations, and the other references in *P.Thomas* 20 introduction. *Agnitiones bonorum possessionis* were requests addressed to the praetor for grants of possession of an inheritance according to praetorian (as opposed to civil) law (Berger 1953: 358 s.v. *Agnitio bonorum possessionis*); in Egypt the prefect substitutes for the praetor and the request is made by petition.

³⁶ Others may be culled from Migliardi Zingale (1997), who also reproduces many of the documents cited thus far.

additions also reinforce the predominance of documents of third-century date and the frequency of Oxyrhynchite provenance.

It is further possible in some cases that the documentary transformation was not merely linguistic, from Latin into Greek, but that it also entailed an exchange of writing surfaces, with waxed wooden tablets being replaced by sheets of papyrus (Meyer 2004).³⁷ This is what likely happened in **3.3.1**, the longest and most famous example in the list of thirteen, one of a handful of wills from the classical period of Roman law that survives in something like its complete though not original form (Champlin 1991: 29). Its Roman character³⁸ and complexity make it an ideal text for presenting some of the practical workings of Roman law in Egypt. This will be followed by a series of texts (**3.3.2–5**) that explore some of the implications of the will itself, in effect constituting a commentary on the will. Together, linguistically, they will reveal the mixed use of Greek and Latin in Egyptian documents of Roman legal content.³⁹

3.3.1 Roman will (*testamentum per aes et libram*)

BGU I 326 (= *M.Chr.* 316, *Jur.Pap.* 25, *Sel.Pap.* I 85 [with tr.], *FIRA* III 50, Pestman 1994b, no. 50, Migliardi Zingale 1997: 58–64, no. 12; tr. Rowlandson 1998, no. 139) (Karanis, 18 October or 17 November AD 189 [the will]; 21 February AD 194 [the opening])⁴⁰

Strictly speaking, the document presented here is not a will but a subsidiary record (Amelotti 1966: 173–74), commissioned by an interested party, of the will's opening. It includes the will's text in Greek translation as well as subsequent codicils along with rather complicated notices about the signatory-sealers. The will was opened on 21 February AD 194; it had been drawn up on 18 October (or 17 November) AD 189. It was presumably first committed to several waxed tablets tied together, perhaps to form a polyptych like the will of Antonius Silvanus (*FIRA* III 47 = *CPL* 221 = Migliardi Zingale 1997: 30–36, no. 5) with its five tablets (plates in Pestman

³⁷ Perhaps the earlier Near Eastern substitution of papyrus (in double document, or *Doppelurkunde*, form) for clay tablets is comparable.

³⁸ "One of the very few examples of pure Roman law found in Egypt" (Pestman 1994b: 202).

³⁹ I am grateful to Uri Yiftach-Firanko for his close observations and to Antti Arjava for advice, especially in the selection of texts. I have also benefited from seeing the latter's contribution to this volume (**4.3**) in an early draft.

For a sensible discussion of "Greek as a legal language" under the Roman empire, broader in scope than what is presented here, see Kaimio (1979: esp. 143–53).

⁴⁰ For wills from Egypt in their historical development, see **4.5**. For a list of wills from Ptolemaic, Roman, and Byzantine Egypt, see Salomons (2006: 232–36).

1994b: 205 and Migliardi Zingale 1997: 35–36). Accordingly, translation of the will from Latin to Greek also in this instance entailed the substitution of papyrus (in a sheet cut from a roll) for wooden tablets. Tablets since early times had held for the Romans a certain religious mystique that attached both to the tablets themselves and to the style of Latin with which they were inscribed: concise, abbreviated, archaic (or archaizing), full of word play – above all meant for “recitation” in a ceremonial environment (Meyer 2004; 3.3.3 below). At the end of 3.3.1 the text indicates that Gaius Longinus Castor’s codicils to the will had also first been written on wooden tablets; but since the text was brief, a diptych, or double tablet, was apparently sufficient for them.

The text has been available in English translation since 1932 (*Sel.Pap.* 1 85), more recently as Rowlandson (1998), no. 139. The latter in its presentation (following Keenan 1994, in turn building upon Watson 1966) assumes that the primary and secondary heirs of the testator, Gaius Longinus Castor, a veteran of the Roman navy, were all members of his “natural family” whose biological connections to the testator remain unacknowledged (for such problems, see 4.4 introduction). The primary heirs, by this view, were two “common-law wives,” the slave women Marcella and Cleopatra, who were freed by the terms of the will. The secondary heirs were their respective sons by Gaius Longinus Castor, namely, Marcella’s sons, Sarapion, Socrates, and Longus, and Cleopatra’s son, Nilus. The interests of Cleopatra’s daughter, Sarapias, were to be satisfied through a legacy, possibly to serve as a dowry.

As a will that has been labeled “one of the very few examples of pure Roman law found in Egypt” (Pestman 1994b: 202, already cited), we expect Gaius Longinus Castor’s to satisfy the legal requirements for a Roman civil law will; and since the will, a *testamentum per aes et libram*, presents itself as replicating the archaic civil-law ritual of *mancipatio*, we expect it to adhere to the ritual model. Archaic in form and in its underlying ceremony, the mancipatory will was nonetheless the most common form of Roman will under the empire (see Wolff 2002: 133).

Gaius Longinus Castor’s will does in fact fulfill the expected requirements and follow the expected form of the mancipatory will. Among other considerations, the testator, as a Roman citizen after his honorable discharge from the navy (cf. 3.3.2), had the capacity to make a will (*testamenti factio*). He names his heirs in solemn form in the imperative mood: “Let them in equal shares be my heirs” (cf. Gaius, *Institutes* 2.116–17). He disinherits everyone else: “Let all others be disinherited” (cf. Gaius,

Institutes 2.128 for the Latin form: *ceteri omnes exheredes sunt*). He allows his heirs time to decide whether or not to assume their inheritance: “Let them enter upon the inheritance, each for her own share, whenever it seems proper to each to bear witness that she is my heir . . .”. See 3.3.4 introduction for the technicalities.

Gaius (*Inst.* 2.104) describes in capsule the procedure of making a mancipatory will (full discussion: Amelotti 1966: 111–90). The testator writes out his will and mancipates the property to someone in name only. The property-purchaser then says, “I declare that your family and your property are in my administration and custody. Let them be bought by me with this bronze and (as some add) with bronze scales, so that you can legally make a will according to public statute.” Then he strikes the scale with the bronze and gives it (i.e., the bronze) to the testator in place of a price. Then the testator, holding the tablets of the will in his hand, says: “These things, as they have been written in these wax tablets (*tabulae cerae*), I thus give (*do*), I thus bequeath (*lego*), I thus attest (*testor*); and so, you, Roman citizens, bear witness for me.”

This last statement was called the declaration (*nuncupatio*), giving general confirmation to the specifics written out in the will proper.

According to Gaius (*Inst.* 2.102–07), the ceremony required for its personnel, besides the testator himself, the following actors, all Roman citizens with full legal capacity:⁴¹ a “property-purchaser” (*familiae emptor*), a “scale-holder” (*libripens*), and five witnesses (*testes*). In 3.3.1 Julius Petronianus performs the first function, Gaius Lucretius Saturnilus, the second. All five witnesses are present (Marcus Sempronius Heraklianus, Gaius Longinus Acylas [Aquila], Julius Volusius, Marcus Antistius Petronianus, and Julius Gemellus), but only the first of the five is recorded in the context of the will proper. The other four are only listed after the will’s opening and reading. So the list of the requisite five is cobbled together from two separate places and times. It can only be assumed that “the remaining sealers” listed in the context of the will’s opening were present and filled out the five required by the will’s creation, but this cannot be certain. Their seals, by the way, would have been affixed to the outer text of the will’s original wooden tablets. Note that Gaius Longinus Castor’s codicils are also witnessed by five men, one of whom is named Gaius Longinus Castor!⁴² All involved

⁴¹ 4.5.5 interestingly leaves blank spaces for the later addition of the requisite participants (lines 28–30).

⁴² See *FIRA* III, p. 152 n. 2 for the whole problem; cf. Champlin (1991: 79 and nn. 49–50).

seem to have been military comrades of the testator and in one case at least a relative.⁴³

Col. I: Translation of a will.⁴⁴ Gaius Longinus Castor, honorably discharged veteran of the praetorian fleet of Misenum, has made a will. I order that Marcella my slave, over thirty years of age,⁴⁵ and Cleopatra my slave, over thirty years of age, become free. Let each in equal shares be my heir. Let all others be disinherited. Let them enter upon the inheritance, each for her own share, whenever it seems proper to each to bear witness that she is my heir; it shall not be possible to sell or mortgage it. But if the above-written Marcella suffers the lot of humanity, then I wish her share of the inheritance to devolve upon Sarapion and Socrates and Longus. Likewise for Cleopatra, I wish her share to devolve upon Nilus. Let whoever becomes my heir be liable to give, to do, to provide all these things that have been written in this my will, and I commit them to her trust.

Let my slave Sarapias, daughter of Cleopatra my freedwoman, be free; to her I also give and bequeath:⁴⁶ five arouras of arable land that I possess in the vicinity of the village of Karanis in the place called Ostrich; likewise, one and a quarter arouras of wadi-land; likewise, a third share of my house and a third share of the same house that I earlier bought

⁴³ See Alston (1995: 125–27) for detailed prosopographical connections with other documents; cf. Champlin (1991: 78–79).

⁴⁴ Roman wills had to be in Latin until, according to the common view (e.g., Taubenschlag 1955: 193–94; Amelotti 1966, no. 54, pp. 57–58; Migliardi Zingale 1997: 96–97, n. 1; Wolff 2002: 134 with n. 107), Greek was universally permitted by a constitution of Severus Alexander (AD 222–35). The only direct evidence for this is the fragmentary *Stud.Pal.* xx 35 (= *SB* 1 5294.12–14 = Amelotti 1966, no. 13, pp. 271–72), a will in Greek referring in a seriously damaged context (lines 12–14) apparently to its own “Greek [letters] (*[grammasin] Hellenikois*) according to the divine [constitution] (*theia [diataxei]*, *SB* 1 5294; *theia n[omothesia]*, *Stud.Pal.* xx 35; *theia k[eleusei]*, Amelotti)” of the emperor. But whether, apart from its problematic reading, the approval was universal rather than local (e.g., restricted to Egypt), or otherwise restricted (i.e., to certain groups such as new Greek-speaking citizens), cannot be known for certain. Even before the constitution of Severus Alexander, the rules for the Roman wills of soldiers and veterans had been relaxed, allowing for the use of Greek (Taubenschlag 1955: 199). It is therefore curious that Gaius Longinus Castor did not avail himself of this leniency, but rather had his will drafted in Latin.

⁴⁵ An implicit allusion to a provision in the Augustan *Lex Aelia Sentia*, AD 4, restricting owners’ freedom to manumit their slaves by last will and testament. According to Gaius (*Inst.* 1.18), “The requirement about the age of a slave was introduced by the *Lex Aelia Sentia*. For this law’s intention was that slaves manumitted under 30 become Roman citizens only if they were freed ‘by the rod’ with the council’s approval of the valid reason (*iusta causa*) for the manumission.” See also the *Gnomon* of the *Idios Logos* (*BGU* v 1210) §§19–21.

⁴⁶ Of the four types of legacies named by Gaius (*Inst.* 2.192), this one is a “proprietary legacy” (*legatum per vindicationem*) both in form (Latin *do lego*) and in substance (transmitting ownership of specific things). See Gaius, *Inst.* 2.193–200; Taubenschlag (1955: 196–97).

from Prapetheus son of his mother Thaseus; likewise, a third share of a palm-grove that I possess closest to the canal that is called

Col. II: Old Canal. I wish my body to be carried out and wrapped by the care and piety of my heirs.⁴⁷ If I leave behind anything in writing after this, written in my own hand, in any form whatsoever, I wish this to be valid. Let evil malice be absent from this will.

Julius Petronianus bought the household and property of the will just made for one sestertius, the scaleholder being Gaius Lucretius Saturnilus. (He acknowledged.) He (i.e., the testator) called as witness Marcus Sempronius Heraklianus. (He acknowledged.) The will was made in the village of Karanis in the Arsinoite nome on the 15th day before the Kalends of November in the consulship of the two Silani, in the 30th year of Emperor Caesar Marcus Aurelius Commodus Antoninus Pius Felix Augustus Armeniacus Medicus Parthicus Sarmaticus Germanicus, Hathyr 21. If I leave behind any additional document written in my own hand, I wish this to be valid.

Opened and read in the Arsinoite *metropolis* in the Augustan Forum in the office of the five percent tax on inheritances and manumissions on the 9th day before the Kalends of March in the consulship of the present consuls, in the 2nd year of Emperor Caesar Lucius Septimius Severus Pertinax Augustus, Mecheir 27. The remaining sealers: Gaius Longinus Acylas (= Latin Aquila) – he acknowledged; Julius Volusius, Marcus Antistius Petronianus, Julius Gemellus, veteran.

Translation of codicils in diptych form (*kôdikilloi diptychoi*):⁴⁸ I, Gaius Longinus Castor, honorably discharged veteran of the praetorian fleet of

⁴⁷ This wish is formulated as a trust (*fideicommissum*) that was morally but not legally binding on heirs until Augustus gave it legal force (Berger 1953: 470–71 s.v. *Fideicommissum*). Compare, more generally from above, the command, “Let whoever becomes my heir be liable to give, to do, to provide all these things that have been written in my will, and I commit them to her trust.” According to Meyer (*Jur.Pap.* 25 commentary; also Taubenschlag 1955: 196), the form is that of a legacy *per damnationem*. This of course embraces the requirement to execute both the legacy in Sarapias’ favor and these burial instructions. Taubenschlag (1955: 216) interestingly suggests that the act of seeing to the burial of a testator could be construed as the heir’s intention to enter upon the inheritance. Of cultural rather than legal interest is that the word for “wrapped” implies the Egyptian practice of mummification.

⁴⁸ These codicils are in the category of *codicilli testamento confirmati* (“codicils confirmed by testament”: Berger 1953: 392–93 s.v. *Codicilli*; cf. Taubenschlag 1955: 200). When Gaius Longinus Castor did add codicils (just below), they were written, presumably in Latin, on doubled tablets (*kôdikilloi diptychoi*), physically separate from the tablets of the will itself. 4.5.5 also allows for the addition of codicils, but spells out, in Greek, the possible physical formats so as to include “tablets (*pinakes*), codicils (*codicilli*), papyrus (*charta*), or any other medium.” Here *pinakes* refers to tablets joined end to end in concertina form, *codicilli* to tablets bound in book form (Haran 1996). Cf., in

Misenum, have made codicils.⁴⁹ I have made Marcus Sempronius Heraklianus, a friend of worthy repute, guardian (*epitropos*) on his own good faith. To my kinsman, Julius Serenus, I give and bequeath 4,000 *sestertii*. I have written this in my own hand on the 7th day before the Ides of February. Longinus Acylas and Valerius Priscus have sealed them. Sealers: Gaius Longinus Acylas – he acknowledged; Julius Philoxenus, Gaius Lucretius Saturnilus – he acknowledged; Gaius Longinus Castor; Julius Gemellus, veteran.

Opened and read on the same day on which the will was untied.

2nd hand: I, Gaius Lucius Geminianus, expert in Roman law (*nomikos Romaïkos*), translated the above copy and it is in conformity with the original will.

Verso: [The will of?] Gaius Longinus Castor.

3.3.2 Military diploma

CIL XVI 122 (on p. 109), appendix to *CPL* 119 (= *P.Mich.* VII 441) (exact provenance unknown, 30 April AD 166). Image at *P.Mich.* VII, Plate XII d and e.

The text, a diploma bestowing rights upon veterans, is in Latin, heavily abbreviated in its imperial titulatures and elsewhere.⁵⁰ It is also heavily but reliably – because of the conservatively formulaic nature of such documents – restored throughout. It survives on a bronze tablet broken into unequal halves. The text upon which the translation is based is a composite of inner and outer texts. Although other diplomas of Egyptian provenance are better preserved, this one has two special merits for present purposes: (1) It is for veterans of the praetorian fleet of Misenum (although the word for Misenum is almost entirely restored, the restoration is secure) and (2) its

Latin, *P.Hamb.* 1 72 (= *CPL* 174; Amelotti 1966, no. 10, pp. 266–67; Migliardi Zingale 1997, no. 1, pp. 15–18, lines 9–16, second/third century): *codicillis charta membrana aliove quo genere*. Note in this short list the inclusion of parchment (*membrana*), rare in Egypt.

⁴⁹ The codicils, besides imposing another legacy on the estate, a money legacy *per vindicationem*, appoint a guardian. The Greek term for this guardian, *epitropos*, suggests the testator was seeing to the legal protection of children under age (see 4.4.1, 3.3.4b), but this is not absolutely certain here (Amelotti 1966: 50 n. 1). Marcella and Kleopatra themselves would both have needed guardians, *kyrioi* (Roman law *tutores*), since neither had borne the four children required by law for the exercise of the “*ius liberorum*” by freedwomen. See 3.3.5 below. On another interpretation (Taubenschlag 1955: 198), the *epitropos* named in the codicils had nothing to do with guardianship but was to be the executor (*procurator*) of the will, while in a very brief note (to *New Papyrological Primer* no. 50, line 39), Pestman (1994b: 204) limits the executor’s competence to the codicils.

⁵⁰ For abbreviation as a feature of tablet style: Meyer (2004: esp. 63–66).



Fig. 5. Military diploma. *T.Duk.* inv. 2. Unknown provenance, April AD 166

date is very near the date when Gaius Longinus Castor could himself have been discharged (Keenan 1994: 103), toward the close of Lucius Verus' Parthian campaign. Significant with relation to Gaius Longinus Castor's will (3.3.1) are the grant of citizenship accorded to veterans of the Misenum fleet after twenty-six years' service, and to their sons (or children – the gender of *filisque* is ambiguous), together with a grant of *conubium*, that is, the right to marry according to Roman law with their common-law wives provided the union was monogamous. For a later (AD 209), better-preserved diploma for a sailor of the Misenum fleet, see Figure 5. As here, the veteran's name is lost. He had served for twenty-eight years. (See Oates 1972.)

Emperor Caesar Marcus Aurelius Antoninus Augustus Armeniacus, *pontifex maximus*, with tribunician power for the 20th time, *imperator* for the 3rd time, consul for the 3rd time, Father of the Country (*pater patriae*), and Emperor Caesar Lucius Aurelius Verus Augustus Armeniacus Parthicus Maximus, with tribunician power for the 6th time, *imperator* for the 3rd time, consul for the 2nd time, proconsul, sons of the divine

Antoninus, grandsons of the divine Hadrian, great-grandsons of the divine Trajan, great-great-grandsons of the divine Nerva, to those who have served in the praetorian fleet [of Misenum], which is under Julius Crescens as prefect, and completed twenty-six years of service with an honorable discharge, whose names have been written below: to them and their sons (or: children) whom they have acknowledged from women whom they prove they have lived with according to the allowed custom, they (*sc.* the co-emperors) have granted Roman citizenship and the right of marriage with the women whom they then had with them when citizenship was given to them, or, if they did not then have them, with those whom afterwards they took as wives, provided (the marriage is with) one wife apiece.

On the 2nd day before the Kalends of May . . .

3.3.3 Formal opening of Roman wills

3.3.1 indicated toward its end that it was “opened and read in the Arsinoite *metropolis* in the Augustan Forum in the office of the five percent tax on inheritances and manumissions.”

The formal opening and reading of Roman wills was an ancient practice. When the 5 percent inheritance tax was introduced by Augustus in a Julian law of AD 5 or 6, it was attended by the requirement that this be done in the presence of a competent magistrate (cf. the *stratêgos* in **3.3.3a** and **3.3.3d**, the *curator civitatis* in **3.3.3b**) in some sort of official venue. Forum and basilica are specified in Paul’s *Sententiae* (4.6.2). Compare **3.3.1** as just quoted; **3.3.3b** (Temple of Hadrian); **3.3.3c** (Augustan [Forum]); **3.3.3d** (office of the Oxyrhynchite *stratêgos*); see also, e.g., *P. Oxy.* LIV 3758.181–213 (the gymnasium). Those who had witnessed and sealed the will would, if still alive and available – a majority of the original witnesses seems to have been required (**3.3.1**, **3.3.3b** [four out of seven], **3.3.3c** [majority], **3.3.3d** [majority]; Paul, *Sententiae* 4.6.1 [*testes vel maxima pars eorum*]) – identify their seals on the outside of the tablets. It was important that the seals be recognized as sound, i.e., unbroken (Paul, *Sententiae* 4.6.1, Vandorpe 1995b: 15–16). This guaranteed the will’s authenticity (Champlin 1991: 77). The will would then be opened and, ceremoniously (Meyer 2004: *passim* but especially chapter 4), read aloud. Official copies of the will and the record of its opening would then be archived (Berger 1953: 364 s.v. *Apertura testamenti*). They were therefore available to be consulted by interested parties – and copied in whole or in part, whether directly from the Latin or in Greek translation. It has been argued (Yiftach-Firanko 2002: esp. 160–64) that in Egypt, for Greek wills (*diathêkai*) before the *Constitutio*

Antoniniana, citizens of the *metropoleis* also took advantage of the enhanced security afforded by the Roman procedures of will-opening as just sketched.

Presented here are a petition initiating the process of *apertura testamenti* (a), a report of proceedings concerning the opening of a will (b), and two extracts (c–d) preserving notations of wills' having been opened.

3.3.3a Request to open a will

M. Chr. 309 (= *P. Lond.* II 171b, p. 176; Amelotti 1966, no. 16, p. 276) (Herakleopolis, third century AD)

In Greek: To Aurelius Rhesus, *stratêgos* of the Herakleopolite (nome), from Antonia Nemesilla daughter of Kronion, honorably discharged veteran and landowner in the village Phebichis of the Koite (toparchy), acting without guardian (*kyrios*) by right of children. Since my husband Serenus, a soldier, going away on assignment to his auxiliary unit (*vexillatio*) in the Thebaid, entrusted me with his will (*diathêkê*) under seal, but I have learned now that he has died, of necessity I bring this and ask that it be opened in your presence according to custom so it may be possible to ascertain the will (*boulêma*) written therein. Year 2 of the Emperors Caesars . . . (the text breaks off)

3.3.3b Report of proceedings

P. Oxy. LIV 3758, lines 134–55 (Oxyrhynchos, 18 March AD 325). Image at Papyri.info.

The papyrus contains, in Greek, a report of proceedings before the *logistês* (*curator civitatis*) of Oxyrhynchos. Two segments, lines 134–55 and 181–213, record the openings of wills. They are equally valuable in substance, but the former, somewhat briefer and less damaged, has been chosen for presentation here. The purely Egyptian name of the testatrix is noteworthy; so is the opening of the will a mere day after its composition.

Year 19 and 9, Phamenoth 21. In the Temple of Hadrian, in the presence of Berenicianus, assistant (*boêthos*), and Theodorus alias Horion and Ammonas and Ischyriion son of Anoubion, the four of them sealers, and Diogenes, notary (*tabellio*), and Horion, assistant (*hyperetês*). Diogenes, notary, said, “Tanechontis, falling ill, summoned me and asked that a will (*boulêmatîon*) be written for her [. . .] Heraklas, record-keeper (*bibliophylax*) [. . .] in the event of her death [. . .] for opening (*hysis*). Well, then, since she has died, her will is today presented to Your Grace.” The *logistês* said, “Were you, Heraklas, entrusted with presenting the document (*grammatîon*) for opening?” He replied, “Yes.” The *logistês*

said to Diogenes, “Did you compose the document in accordance with the intention (*gnômê*) of Tanechontis?” He replied, “Yes.” The *logistês* said, “In whose presence?” He replied, “The sealers’.” The *logistês* said, “How many sealers are there?” Diogenes said, “Seven; four are present.” The *logistês* said, “Let the four subscribe that they have recognized their seals.” And after the four sealers, being present, subscribed that they recognized their own seals, the *logistês* said, “Let the document be opened and read.” And the document of Tanechontis, a local person, having been opened (*inserted above the line*: and read), dating to the (*cancelled*: same) present consulship, Phamenoth 20 – after the reading the *logistês* said, “The body of the deceased will be handed over for burial. The inscribed heirs shall take care, upon giving copies of the document, to take the original (*authentikon*) . . .”.

3.3.3c Opening of a will

P.Coll.Youtie 1 64, lines 18–20 (= *P.Diog.* 10, *ChLA* XLVII 1403) (Ptolemais Euergetis [Fayyum], 3 June AD 211). Image at *P.Coll. Youtie* 1, Plate xx.

In Latin, heavily abbreviated: Opened and read in the Augustan [Forum] in the Arsinoite *metropolis*, the 3rd day before the Nones of June, in the consulship of Quintianus and Bassus, in the same year, in the month Payni, 8th day, in the presence of the majority of the sealers who affixed their seals.

3.3.3d Opening of a will

P.Oxy. XXII 2348, lines 50–56 (= Migliardi Zingale 1997, no. 21, pp. 90–94, Col. II, 20–25) (Oxyrhynchos, 21 July AD 224). Image at Papyri.info.

In Greek: Opened and read in the same city [*sc.* Oxyrhynchos] in the presence of Aurelius Harpocraton, *stratêgos*, in his office (*logistêrion*), and in the presence of the majority of the sealers who had acknowledged and sealed, on the day before the Ides of October under the same consuls (*sc.* Claudius Julianus for the 2nd time and Bruttius Crespinus), in the fourth year of the Emperor Caesar Marcus Aurelius Severus Alexander Pius Felix Augustus, Thoth 15.

3.3.4 *Cretiones* (formal acceptances of inheritances)

In **3.3.1** Gaius Longinus Castor expected his heirs, Marcella and Cleopatra, to make solemn declarations of their respective acceptances. A normal

period was 100 days (see the formula in Gaius, *Institutes* 2.165 and below, 4.5.5 = *P.Oxy.* xxxviii 2857, lines 7–8, cf. *CPL* 221 = *FIRA* III 47 = Migliardi Zingale 1997, no. 4, pp. 26–29, lines 9–11: 100 days for primary heirs, 60 for secondary), but Gaius Longinus Castor leaves the matter in more general terms: “. . . whenever it seems proper to each to bear witness that she is my heir . . .”; see *P.Oxy.* vi 907 = *M.Chr.* 317 = *FIRA* III 51 = Migliardi Zingale no. 24, pp. 101–05, line 3; more generally, Taubenschlag (1955: 214–16). This declaration of heirship was technically called *cretio*. It was oral in nature, but came to be documented in writing. *FIRA* III reproduces two of these, both incidentally by women, both on waxed tablets: *FIRA* III 59 and 60. Both have Latin texts with Greek subscriptions. The former is longer and more elaborate; both replicate the essential formulaic language for *cretiones* (*adeo cernoque*) as presented in Gaius, *Institutes* 2.166 (Berger 1953: 418 s.v. *Cretio*); but in their nature as affidavits rather than exact records of oral proceedings, they change the heirs’ statements from the first person of the oral declarations (“I enter upon and formally declare . . .”) to infinitives in indirect discourse (Meyer 2004: 207–08).

3.3.4a *Cretio*

FIRA III 59 (= *PSI* IX 1027, *CPL* 213) (Ptolemais Euergetis [Fayyum], 5 December AD 151). Image at Papyri.info.

Wooden tablet (diptych or triptych).

The text is corrected to make proper sense. (Problems remain.)

In Latin, on wax: In the matter of the testament that Lucius Herennius Valens made or is said to have made, which testament having been made he died and by this testament had instituted Herennia Helene his daughter as his *ex asse* heir (i.e., heir to the whole estate; *OLD* 179 s.v. *as* 4), for this reason Herennia Helene through Marcia Athenais her mother, under the authorizing guardianship (*tutore auctore*) of Lucius Valerius Onnus, testified in the presence of those who were about to sign that she said that she was [entering upon (*adire*)] the inheritance of Lucius Valerius Herennius her father, and [on wood] was formally declaring (*cernere*) this according to the tablets of his testament (*secundum tabulas testamenti huius*).

Done in Egypt, in the Arsinoite nome at the *metropolis*, on the Nones of December, in the consulship of Sextus Aquilius Condius and Sextus Quintilius Maximus, year xv of the Emperor Caesar Titus Aelius Hadrianus Antoninus Augustus Pius, in the month of Choiak, 8th day.

In Greek: I, Marcia Athenais, bore witness that my daughter Herennia Helene entered upon the inheritance of Lucius Herennius Valens my husband as stated above. I, Gaius (*sic*) Valerius Onnus, have written in her behalf as she is illiterate, I being registered (also) as her guardian (*kyrios*).

3.3.4b *Cretio*

FIRA III 60 (= *M.Chr.* 327, *CPL* 214, *Jur.Pap.* 26) (Ptolemais Euergetis [Fayyum], 29 September AD 170)

This is a wooden diptych, with its interior writing (sides 2–3) on wax and the exterior writing (sides 1 and 4) in ink (now very faded). The text presented here is a composite of the two texts. The interior text of the original is, as frequently, somewhat more abbreviated than the exterior and it does not include the exterior's Greek subscription. Noteworthy is that Valeria Serapias made *cretio* on the very same day for the estate of her paternal grandmother (*avia de patre*), Lucretia Diodora, in the exact same format and wording as here, barring essential changes (*Jur.Pap.* 26 = *CPL* 215). I have therefore, though at the risk of introducing confusion, taken the liberty of borrowing the seals (*signa*) and adjacent names (in the genitive, see Meyer 2004: 179–80) of the seven witnesses, one line devoted to each, from *CPL* 215, as exemplifying what probably stood on the exterior text, page 1, of the present declaration, where the seals and names only survive in traces. This assumes the seven witnesses were the same in both, without guaranteeing they sealed the two documents in the exact same order.

The role of Serapias' brother as both guardian (in some sense) and seventh witness has been subject to scholarly remark.

In Latin: (seal) of Gaius Lucceius Sempronianus

(seal) of Titus Flavius Iulianus

(seal) of Lucius Ignatius Numerianus

(seal) of Gaius Julius Antonius

(seal) of Gaius Rufus Ptolemaeus

(seal) of Gaius Julius Herminus

(seal) of Lucius Valerius Lucretianus

Valeria Serapias, Antinoite, a minor (*virgo*), through her guardian (*procurator*) L. Valerius Lucretianus alias Plutinius, an Antinoite, her brother, has testified that she has entered upon (*adiisse*) the inheritance of Flavia Valeria, her mother, and has formally declared (*crevisse*) herself to be heir according to the tablets of her testament.

Done in Egypt, in the Arsinoite nome at the *metropolis*, 3rd day before the Kalends of October, in the consulship of M. Cornelius Cethegus and Sex. Erucius Clarus.

In Greek: I, Valeria Serapias, have entered upon the estate of my mother in accordance with her testament (*diathêkê*). I, Lucius Valerius Lucretianus, being her guardian (*epitropos*), have written in her behalf since she is under age (*aphêlix*).

3.3.5 Bilingual request for a guardian

P.Oxy. XII 1466 (= *ChLA* XLVI 1361, *CPL* 204) (tr. Rowlandson 1998, no. 140b; Evans Grubbs 2002: 36–37) (Oxyrhynchos, 21 May AD 245). Image at *P.Oxy.* XII, Plate 1.

Of interest in **3.3.1** is that Gaius Longinus Castor, because he was not related to them, could presumably not name guardians (*tutores mulierum*) for his two (presumed) common-law wives, both of whom became Roman citizens upon their testamentary emancipations. (Cf. **4.4** introduction.) Marcella, with her (presumed) three sons, Sarapion, Socrates, and Longus, would not have been entitled to the Augustan *ius liberorum*: the right was available to free women (women born free) with three children but freedwomen had to have four. Like Cleopatra, with her (presumed) two children, a son and a daughter, she would have needed to apply for a guardian, as illustrated in the present document – unless, that is, by some irregularity, the naming of an *epitropos* in Gaius Longinus Castor's codicils was intended not for underage children (see, however, **3.3.4b**, where the *epitropos* is *procurator* for an underage female) but for Marcella and Cleopatra, and was somehow legally effective. This is a puzzle that the brevity of the statement in the codicils both creates and fails to resolve. This is why Taubenschlag's notion that the *epitropos* named in the codicils was intended as the executor of the will (not a guardian for either the women or their children) merits attention even if it is not fully argued.

What follows is a bilingual request for a guardian.⁵¹ The Latin parts are italicized in the present translation. Restorations are derived both internally (the Greek text supplementing the Latin and vice versa) and from *P.Oxy.* IV 720 (= *M.Chr.* 324) and IX 1201. Note the archiving of the documentation in the prefect's files as "Sheet 94, roll 1."

⁵¹ For parallels, see **4.3.2** introduction.

The Julian and Titian Law regarding the appointment of guardians was of Augustan date. It granted competence in this matter to provincial governors (Berger 1953: 555 s.v. *Lex Iulia e Titia*), in Egypt, the prefect.⁵²

To Valerius Firmus, prefect of Egypt, from Aurelia Arsinoe. I ask, my lord, [that you grant me as guardian in accordance with the Julian and Titian Law and decree of the Senate Aurelius] Herminus. (Year) 2, Pachon 26. Sheet 94, Roll One.

Translation of the Latin: (*2nd hand*) To Valerius Firmus, prefect of Egypt, from [Aurelia Arsinoe. I ask, my lord, that you grant me] as guardian (*kyrios*), registered according to the Julian [and Titian Law and decree of the Senate, Aurelius Herminus. Presented on] the 12th day before the Kalends of June in the consulship of Emperor [Philippus Augustus and Titianus]. I, Aurelia Arsinoe daughter of Sarapion, [have submitted this petition, requesting that Aurelius Hermi]nus be registered as my guardian. I, Aurelius Tima[genes(?) have written in her behalf] since she is illiterate. I, Aurelius Herminus son of Diony[sius, consent to the request. Year 2, Pachon 26?].

(*3rd hand*) Unless you have the right to another guardian, [I grant the guardian] whom [you request].

3.4 Greek and Coptic in the Byzantine era

T. Sebastian Richter

3.4.1 The sociolinguistics of Greek and Coptic in Byzantine Egypt

Greek and Coptic papyrologists frequently have different experiences in confronting different kinds of documents. The Greek scholar, for instance, is usually familiar with administrative records from the middle and high levels of the administration of Byzantine Egypt, while the Coptologist does not learn anything of this except, say, the modest response given by troubled subjects down from the village. There are reasons for this. As different languages are usually valid in different segments of multilingual societies, so Greek and Coptic had different patterns of social distribution, or functional domains, in Byzantine Egyptian society.

⁵² For a succinct discussion of the guardianship of women, based on legal and papyrological sources and therefore largely concerned with Egypt, see Arjava (1996: 112–23).

Coptic was a socially delineated and functionally limited written code from its beginnings. When it came into being around or shortly before AD 300, it was a linguistic medium first and foremost centered upon *religion*, certainly not invented, but refined and properly put into circulation by Egyptian worshippers of late antique *Offenbarungsreligionen* – by Gnostics, Manichaeans, and, above all, by Christians, when their missionaries passed the boundaries of urban settlements, that is, the boundaries of linguistic hellenization, towards the countryside and its inhabitants, Egyptian native speakers. Thus the earliest evidence of Coptic comes from religious texts, mostly translations of Greek compositions, such as parts of the New Testament and the Septuagint version of the Old Testament, as well as Gnostic, Manichaean, and apocryphal writings.

Moreover, the earliest Coptic documentary texts, fourth-century AD private and business letters (e.g., *P.Kell.Copt.*, *P.Lond.* VI 1920–22; *P.NagHamm.*, *P.Neph.* 15–16, *P.Ryl.Copt.* 268–76), can be attributed to Christian and Manichaean contexts. The use of Coptic for letter-writing enabled monolingual Egyptians confined to their native language to communicate over distances without the aid of translators for the first time for centuries. This was because the earlier written form of Egyptian, the Demotic language and script, had ceased to be used in everyday written communication after the first century AD, from that time more and more becoming a linguistic register of merely religious and magical use. As Willy Clarysse (1993: 201) put it:

From about 100 AD until the introduction of Coptic, a period of more than two hundred years, an Egyptian wanting to write a letter to a fellow Egyptian had to do so in Greek, even though in many cases both writer and addressee needed a translator to understand what was written.

In the three centuries after the introduction of Coptic, the new written medium entered a few functional domains in the realms of religious and everyday language use, but a great many literary genres as well as administrative, economic, and legal matters were still treated in Greek only. For estimating the functional confines of Coptic, it is instructive to realize that Coptic was not, and never became, a language, let alone the *original* language, of higher education, contemporary sciences, and scholarship. It never served as a language of administration and justice beyond the bottom level, and only *after* the Arab conquest did Coptic become a common linguistic means of modest private representation in epigraphy and of recording legal and business matters inside Christian communities.

During the fourth, fifth, and almost the whole of the sixth century, private legal documents were recorded exclusively in Greek. For a number of reasons – governmental requirements, for example, or the desire for greatest possible security combined with a preference for traditional manners, or the advantage of using the subtle means of expression provided by Greek as a long-established and highly developed language for law’s special purposes – it was probably not before the mid-sixth century that Coptic was first taken into consideration as a linguistic means of recording legally relevant and effective writings. The earliest known legal records in Coptic are documents written by the bilingual poet and notary Dioskoros of Aphrodito in the 60s and 70s of the sixth century. And it was only after the Arab conquest of Egypt in AD 641 that private legal documents drawn up in Coptic became more common and widespread for a century and a half.

Thus in terms of sociolinguistics, Coptic in Egypt was always a sort of linguistic “low variety” versus Greek, and later Arabic, as the respective “high varieties” (in conspicuous contrast to the contemporary language situation in the Christian kingdoms of Nubia, where Greek *and* Coptic functioned as “high varieties” versus the “low variety” of the Nubian vernacular). Already in Ptolemaic and Roman times, the prestige of Egypt’s native language had been dropping, and this was still the case under Byzantine and, the more so, under Islamic rule, when it eventually became a minority language bound to die.

3.4.2 Greek–Coptic interferences from a linguistic point of view

The emergence of Coptic around AD 300 was in some respects the result of long-lasting Greek–Egyptian language contact and a gradual cultural hellenization of Egypt. One sign of hellenization is written, as it were, in the face of Coptic: Its writing system does not depend on hieroglyphs but is based on the Greek alphabet. Even more significant is the huge number of loanwords of almost all semantic and grammatical categories borrowed into Coptic from Greek. In terms of quantity, we can only guess, since no complete dictionary is available at present. Nevertheless, some figures are provided by compilations based on large textual corpora, such as Hans Förster’s dictionary of Greek words in the Coptic documentary texts (Förster 2002), comprising about 2,500 Greek lemmata, or Louis-Théophile Lefort’s concordance of Greek words in the Sahidic New Testament (Lefort 1950), amounting to nearly 1,000 words. Obviously, lexical borrowings from Greek formed an important source of written

Coptic vocabulary; even small corpora and single Coptic texts yield significant numbers of them. The crucial question remains: What conclusions can be drawn from the incorporation of so many lexical items from almost all semantic fields and all but a few grammatical categories into Coptic *written* texts in terms of societal as well as individual bilingualism? Principally there are two scenarios. There was a proper “hellenization” of the *entire* language, that is, there was a deep impact on the written *as well as the spoken* language, supported by a broad base of bilingual individuals. Or the impact was superficial, limited to the uppermost linguistic registers of the *written language only*, supported by a rather small group of really bilingual individuals. Elsa Oréal (1999) has argued for the latter.

But what about the other way around? Was there also a significant Egyptian impact on the Egyptian variety of Byzantine Greek? Certainly not. Even granted a number of subtle linguistic interferences between peculiar Egyptian means of expression and certain recurrent syntactic deviations of Egyptian Greek from the Greek *koiné* norm not recognized as yet (see Gonis 2005), traces of the impact of Egyptian on Greek texts remain very limited. We find a few lexical borrowings mainly of the new-things-and-concepts type, which have at last been dealt with by Fournet (1989) and Torallas Tovar (2004b), and a number of examples for calquing that have never been systematically compiled.

A typical example of an Egyptian loanword in Byzantine Greek texts is the term (*t*)*khbrêre* occurring in sixth-century sale documents from Syene, among them **6.6.I**, where it served to designate a certain house-part somewhere beneath the staircase. Obviously, the Greek terminology for buildings and their parts did not provide a precisely appropriate designation for this particular location, so that Greek-writing notaries had recourse to *transcribing* its Egyptian name.

Some calques – words etymologically Greek although semantically coined by underlying Egyptian terms – even occur in the legal terminology of Greek documents from Egypt, mirroring interferences between the Demotic and Greek legal languages that may go back to the chancellery practice of Egyptian scribes writing Greek (Clarysse 1993). Three examples follow:

- (1) The legal meaning “to take proceedings against somebody, to take somebody to court” carried by the Demotic and Coptic verbal phrase *ei (ebol) e-*, lit. “to come (out) to somebody,” may have been transferred to the corresponding Greek term *eperchesthai*.
- (2) The conspicuous use of *epitrepein* “to authorize” and *epitropê* “authorization” occurring in Theban texts as designations,

respectively, of “to lease” and “lease document” (cf. 7.4.6) can presumably be traced to the Demotic term *s-h-n* “to lease,” literally “to entrust something to somebody,” which also survived in the local Theban variety of Sahidic Coptic (*sahne* “lease”).

- (3) Some technical meanings of the Egyptian verb *m-h* (Coptic *moukh*), literally “to fill,” as in “to pay off somebody,” or “being complete” in connection with amounts of money and crops, recur in respective uses of the verb *plêroun* “to fill” in Greek documents from Egypt.

All this notwithstanding, these and like instances cannot change the overall impression that lexical borrowing in Byzantine Egypt was far from a reciprocal, mutual relationship: it was a highly asymmetrical process with (mainly) one donor language, Greek, and (mainly) one recipient language, Egyptian.

3.4.3 Greek–Coptic interferences in Byzantine and early Islamic documentary evidence

As is well known, documentary evidence from Byzantine and early Islamic Egypt is bi- or even trilingual. In many cases we cannot treat an issue and draw conclusions on the base of a monolingual set of sources, since our body of evidence also includes documents recorded in the other languages. This is true of the evidence for many historical issues, and likewise true of the evidence for single individuals and their business affairs as attested in archives. Of course merely monolingual archives do exist. Many archives from the second to the fourth century AD, the time when Demotic had already ceased to be used as a written language for everyday purposes while Coptic was not yet in use, provide monolingual Greek (if not bilingual Greek–Latin, cf. Rochette 1996) evidence. But the great bulk of Coptic documents comes from the seventh and eighth centuries, when Greek still and Arabic already played prominent roles in everyday written communication.

Ex. 1: The Nephros archive (*P.Neph.*) and the Meletian correspondence (from *P.Lond.* VI) form part of a dossier centered around a Meletian monastery flourishing in the 30s of the fourth century AD. The Meletian community was a schismatic Christian denomination, alienated from the Alexandrian patriarch by different attitudes toward the issue of martyrdom during the persecution in the days of Diocletian. Two documents out of a total of forty-two items from the Nephros archive and three out of nine Meletian documents from

P.Lond. vi are written in Coptic, the earliest datable Coptic documentary texts of all. These altogether five Coptic texts are personal letters, as are almost all fourth-century Coptic documentary texts.

Ex. 2: The Apa Abraham dossier (around AD 600). This fascinating personality, as bishop of Hermonthis and abbot of the Theban monastery of St. Phoibammon at the time of the Alexandrian patriarch Damianos (AD 578–607), had a wide range of responsibilities, which are mirrored in great detail by the extant remains of his correspondence. The dossier consists of around 200 Coptic ostraca (kept in London, Berlin, Leipzig, and elsewhere), his correspondence, and one papyrus, *P.Lond.* 1 77, the bishop's will in Greek. The complete correspondence is written in Coptic. Actually almost all late sixth- to late eighth-century documents with a Theban provenance are Coptic texts. This landscape, structured at that time by a number of small and medium-size settlements, like Djême with its 1,000 to 2,000 inhabitants, and a number of monasteries and dwelling places of single hermits, seems to have been a particularly Coptophone region; even in written communication Coptic seems to have been the preferred language. It is only here that Coptic papyrological evidence far exceeds the Greek. The bishop himself, as is clear from a passage in his Greek will, was unable to speak or even to read Greek. But why did he draw up his last will in that language? This is again an issue of functional domains: Coptic might still have been an idiom simply forbidden for recording testaments; at the very least it might have been felt inappropriate for such an important purpose or somehow unfit for the technical requirements of recording a Byzantine will. It may be worth mentioning, for appreciating the ongoing processes in the realms of literacy and written culture at that time, that the wills of Abraham's successors, the abbots of the monastery of Phoibammon in the later seventh and eighth centuries, are recorded in Coptic.

Ex. 3: Two documents from the archive of Philemon, *P.Budge*, the Coptic record of a hearing that happened in AD 646, and the Greek *dialysis*-settlement *P.BLOr.* 2017 issued in AD 647, witness two stages of a lawsuit brought by the deacon John against the farmer Philemon for the ownership of a house (see Schiller 1964 and 1968; Allam 1991). Obviously both parties were Coptic native speakers. This might have been the reason to record their hearing before the arbitration committee in Coptic, the language actually spoken and heard in the proceedings. After the decision favored Philemon, John

had to withdraw formally from his earlier claim by drawing up a *dialysis* document, and this was done now in Greek: At the time immediately after the Arab conquest, Coptic was just about to become a more common language of legal instruments (cf. 3.4.1), and we actually know a considerable number of early- to mid-eighth-century *dialysis* documents in Coptic. But in the seventh century, Greek seems still to have been preferred in such cases (see Gagos and van Minnen 1994).

Ex. 4: The large correspondence of Qurrah ibn Sharîq, early eighth century AD, consists of documents written in three languages, Arabic, Coptic, and Greek (cf. Abbott 1938; Bell in *P.Lond.* iv; Bell 1929; Cadell 1967). At the highest administrative level, the chancellery of the governor Qurrah ibn Sharîq himself in the new capital Fustât, documents written in Arabic and also in Greek were produced. At the middle administrative level, as in the office of the pagarch of Aphrodito, Greek was used. Only at the bottom level, some local administrative bodies of the surrounding villages made use of Coptic. In communication between Arabic-speaking authorities and Coptic-speaking subjects concerning matters such as tax revenue, mustering workmen, and justice, Greek still served as a lingua franca into the first decades of the eighth century.

3.4.4 Greek–Coptic interferences in the legal documents

In everyday spoken communication, it is a speaker's linguistic competence and social awareness of language behavior that serve him or her in spontaneously making appropriate language choices. By contrast, language choice for written communication is less a spontaneous decision than a result of prior consideration. Moreover, using a language as a written medium does not even depend on the author's own ability in speaking, or writing, this language, provided only that he or she is able to pay a scribe. It rather depends, apart from the existence of an alphabetic code as a basic condition, on the possibility of recurring to *genres*, on the availability of linguistic means qualified to express opinions and to address issues in a way that virtually meets the recipients' expectations: appropriate terminologies, common rhetorical strategies, and literary conventions as to the relation of form and content. Such means of expressions can be generated within the development of a literary tradition of one language, or can be borrowed from a still existing literary tradition of another language. As is pointed out above (2.7), the *genre* of legal documents

was applied by later sixth-century bilingual notaries to Coptic, with the result that Greek terminology and schemes influenced and shaped the language and form of Coptic legal documents. Thus to consider Greek–Coptic interferences in legal documents means to speak about the usual appearance of those sorts of Coptic texts, that is, about normal cases.

Case 1: One papyrus, two languages

Often a single piece of papyrus bears evidence of more than one language. Commonly, this is a matter of lexical borrowing, abundantly occurring in documentary as in any Coptic texts. But what is meant here are linguistically *coherent* paragraphs, sentences, or strings of words of different languages occurring side by side in the same text or on the same papyrus.

Ex. 1: Often in Coptic legal documents, parts of the scheme to the extent of full sentences are written in Greek, especially at the beginning and ending of deeds, such as the invocation formula, the dating, and the completion note of the scribe (cf. above, 2.7).

Ex. 2: Stereotyped Greek *syntagmata* beneath the sentence level could be inserted somewhere in the Coptic text, embedded amidst Coptic syntactic structures, such as *pote kairo ê chronô* “at any moment or time,” *ek cheiros eis cheira* “(payment) from hand to hand (i.e., in cash),” *alla en pasê kalê probairesei* “but in every nice decision,” *katharos kai apokrotôs* “pure and unchangeable,” or the routine repetition of amounts (cf. below, case 4).

Ex. 3: Two languages can occur, one on the recto and one on the verso side of one papyrus. Usually papyrus documents received a registration note (docket) on the verso, a kind of summary of the text, which remained visible even when the papyrus was folded and sealed. This permitted persons to perceive the content of the text inside without breaking the seal. These *dockets* often are written in Greek even when the deed itself was drafted in Coptic. Being a second text in a sense, a paratext as we could call it, this docket belongs immediately to the text summarized by it. Nevertheless, aside from these and similar cases of obvious textual connections, recto and verso side may also contain texts not *immediately*, or not *obviously* belonging to each other, such as a Greek or Arabic verso in some way related or not related to a Coptic recto (cf., e.g., the Coptic will on the recto of the Greek–Coptic specimen forms discussed at 2.7.1). But even in such cases there must be some kind of relationship, if only from the fact of

their having been written on the same piece of writing material. Being paratexts, as it were, of the second or third degree to each other, they do bear evidence for a specific circulation of documents in a bilingual setting.

Case 2: Greek deeds in Coptic dresses

This crucial issue has already been dealt with in a more detailed way (above, 2.7) and only need be recalled here briefly. Over centuries, Greek had undivided sovereignty over written discourses in legal, business, and all everyday affairs, so that when Coptic entered the field, many Coptic schemes were simply molded on a Greek matrix. Revealing instances of this technique are the Greek and Coptic versions of the Hermopolite scheme of *misthōsis*-leases (7.4.1, 7.4.3, and 7.4.4), and the deed of sale form used by eighth-century Coptic documents from Djême (cf. 6.6.2), its Greek pattern being attested by sixth-century documents from Syene (cf. 6.6.1).

Case 3: Byzantine rhetorical style applied to Coptic speech

A kind of cross-linguistic interference often neglected, despite its being a revealing phenomenon of language contact, is the impact of one language on another at the level of rhetorical style. From the early Byzantine age, the Greek chancellery style underwent a dramatic change from a simple prose concentrating on facts to an elaborately rhetorical prose (cf. above, 2.7). A most striking feature of this new style was the excessive use of rhetorical figures of adjection (*figurae per adiectionem*). As Coptic legal documents are so closely related to Greek patterns, rendered from Greek schemes and in many cases written by scribes whose proficiency was presumably applicable also to the production of Greek documents, these rhetorical figures were introduced into the style of Coptic documentary texts in a most natural way.

Ex. 1: Monolingual tautological word pairs, consisting of Greek words, such as *kakonoia nim hikakoêtheia* (P.KRU 98, lines 35–36), “(without . . .) any wicked mind and malice.”

Ex. 2: Monolingual tautological word pairs, consisting of Coptic words, such as *emnsōrm ebol hisomrm shoop mmoi* (P.KRU 74, lines 38–39), “while no hallucination and confusion happened to me.”

Ex. 3: Bilingual tautological word pairs, such as *eiêtei eisops* (P.KRU 16, line 8), “while I am asking and begging”; *pros taaitêsîs toei mmin mmoi*

- mnpaouôsh nhêt* (P.CLT 7, lines 9–10), “according to my decision and my heartfelt desire.”
- Ex. 4: Tautological strings composed of more than two homonymous words, such as *tnshôtore tnkindyneue awô tno neggyê awô tno nenai-chesthai* (P.Lond. IV 1494, line 9), “we are warranting and we go bail and we are warrantors and we are liable.”
- Ex. 5: Bipartite paraphrastic phrases (expressions somehow complementing each other) with antithetic parallelism, such as *euplêrou emnteuapasia e[may]* (P.Lond. IV 1588, line 15), “in full and without deficit”; *hnoushepsôp awô para ta[pro]sdoqia* (P.KRU 74, lines 20–21), “suddenly and against my expectation.”
- Ex. 6: Bipartite paraphrastic phrases with opposite parallelism, such as *oude hanhêt oude hanarês* (OMH 88, lines 4–5), “neither in the north nor in the south” (i.e., nowhere); *kan sabêt kan sarês* (P.Bal. 188, lines 13–14), “be it in the north, be it in the south” (i.e., anywhere); *mpehow mnteoushê* (P.KRU 87, line 16), “day and night” (i.e., always); *hmpamou ê hmpaônh* (P.KRU 68, lines 77–78), “during my death or during my life” (i.e., always).
- Ex. 7: Paraphrastic word pairs with *homoioteuton* (rhyme), such as *aहितou аийітou* (P.KRU 7, line 32), “I measured them, I received them”; *aihôrize ayw aidôrize* (P.KRU 81, line 29), “I determined and donated”; *tariqopf ajn hopf* (P.Lond. IV 1528, lines 12–13), “that I catch him without hiding him”; *oude hiptoou oude hmpmoou* (BKU III 350, line 11), “neither on the mountain nor in the water” (i.e., nowhere).
- Ex. 8: Complex paraphrastic strings, consisting of three and more complementary expressions, such as *eite hiptoou eite hnkême eite hntsôsbe* (P.KRU 65, line 44), “be it on the mountains, be it in the Nile valley, (or) be it on the field”; *eite hntpolis Ermont eite hnpkastron eite kômê eite chôrion* (P.KRU 65, lines 57–58), “be it in the town Hermonthis, be it in the kastron (Djême), be it a village, be it an estate”; *eite kamoul eite eiô eite esoou eite baampe* (P.KRU 65, line 57), “be it a camel, be it a donkey, be it a sheep, be it a goat” (note the arrangement of the different animals obviously following the natural order *de majore ad minorem*).

Case 4: Awareness and instrumentalization of bilingual speech

Sometimes we catch a glimpse of something like awareness of bilingualism as a bilingual professional scribe might have possessed it. A revealing

example occurs in a Djême document written by the very skilled scribe Aristophanes son of John. In an otherwise routine punishment clause of a sale (*P. CLT* 7, line 53), a Coptic legal term is formally glossed by its Greek equivalent: “If anybody dares, . . . to take proceedings (Coptic: *ei ebol*, literally ‘to come out’) or (*égoun*) to bring lawsuit (Greek: *enagein*) for anything concerning this room.” The Greek particle *égoun* “or even, or at least, or also, namely” is used here the same way as it occurs in philological treatises to gloss strange words, “or” as “that means,” thus forming an explicit statement for the equivalence of two technical legal terms from two different languages. Similar strategies are known from medieval European documents, where vernacular glosses are usually introduced by phrases such as: *quod vulgo dicitur* “what is called in common speech,” *vulgariter nuncupatum* “commonly designated,” *seu* “or,” and *vel* “or.”

A sort of instrumentalization of bilingual writing can be found in the Coptic phraseology around the amounts in money and in kind: in Coptic documents, the chancellery tricks of fixing the amount twice in different ways also include the shift from Coptic to Greek, such as: *maab nrir gi (netai) choir(oi) 30*, “(Coptic) thirty pigs, (Greek) makes pigs 30.”