

4 Status and law

Introduction

Law provides the basic framework within which many of the central elements of women's lives developed. That is not to claim that it either fully accounts for the patterns of behaviour we see (or, still more, those we cannot discern from the documents) or even puts firm limits to those patterns. Legal requirements were evaded, broken, reinterpreted, and built upon. But women's legal status and competence had much to do with their marriages, their livelihoods, and their property.

The range of legal influences on women in Egypt over the thousand years that concern us in this book was very large. The fact that the language of most of the documents is Greek might lead one to imagine that Greek law was a dominant influence. But there was no unified system of Greek law; laws varied from one city to another (most, apart from Athens, poorly documented), so that Alexandria, Naukratis and Ptolemais each had its own laws, while the Greek law of the Egyptian chora was different again. The large majority of the population at all times was basically Egyptian in language and culture, even though much of its documentation was produced in Greek and many people were bilingual. Egypt's own legal system, already well developed long before the arrival of the Greeks, continued to operate under Ptolemaic rule; its impact can be seen, not only in documents written in Egyptian (**Section I**), but increasingly through traces in Greek papyri. The Romans again brought a complex legal system with them when they conquered Egypt. Although this applied formally only to Roman citizens, a tiny minority at first, it slowly influenced the Hellenistic practices inherited from the Ptolemaic period, and when Roman citizenship was extended to the entire population in AD 212, Roman law officially became applicable to all. In practice, however, Roman forms operated in part as an overlay on existing habits and only gradually and incompletely supplanted these.

After Constantine gained control over Egypt in AD 324, it had an avowedly Christian emperor and a government operating on the Christian week. The next several centuries saw many imperial laws invoking Christianity in support of one or another enactment, and Christian influence has often been seen in the documents of this period. Defining this influence, however, generally has proved difficult, and disentangling it from other

strands even in imperial legislation a frustrating exercise. Every document presented here falls somewhere along this complicated line of development. A few provide virtually pure examples of one legal system or another; most do not. Even the purest need careful scrutiny to see how far the social realities at work are those presupposed by the legal framework.

I The Egyptian background

The treatment of women in Egyptian law had evolved over several millennia by the time Alexander arrived in Egypt, and the Greeks who settled there in the aftermath of his conquest found a well-established set of patterns very different from what they were used to. Egyptian women were free of the legal disabilities found in much of the Greek world. At least as early as the sixth century B.C., the woman's consent to a marriage, even one arranged by her family, was required. Marriage itself needed no specific ceremony, no particular documentation, and not even consummation for its validity, but continued cohabitation was the normal indicator that a marriage existed (Tyldesley, 1994, ch. 2).

Married women retained full rights to their own property and could engage in business transactions like money-lending without the need of the husband's approval. This freedom extended to the ability of either party to terminate a marriage unilaterally, without being required to specify any grounds. Mutual agreement to end a marriage is more commonly mentioned in documents and was equally effective.

The surviving documents generally reflect this very free legal regime without telling us much of the underlying social and attitudinal realities. For example, the abstract freedom of divorce for both parties is restricted in marriage settlement **119** by a contractual penalty for the man if he initiates the divorce. In **120**, the brevity and simplicity of the legal language of divorce obscure any payments that one spouse had to make to the other and leave the reader in the dark about the motives for the separation. There is considerable evidence in Egyptian literature to suggest that the Egyptians took a much more relaxed attitude toward the sexual activity of unmarried women than the Greeks, but very much disapproved of adultery with married women (cf. **121**). These attitudes reflect a high value placed on harmonious marriage but no strong sense of male property rights in women. The financial terms of documents connected with marriage often try to reinforce the solidity of marital ties with financial incentives, thus restricting in practice the complete liberty (especially for men) granted by the underlying legal framework.

Documents **118–21** date from the Ptolemaic period, but were written in Egyptian (in the Demotic script) and reflect practices already prevalent before the late fourth century B.C. Demotic marriage settlements were interested only in the property rights resulting from a marriage: what gift a

husband had to pay to his wife, what goods a wife brought into a marriage, and what proprietary rights she might enforce in case of divorce. At the time of the wedding the parties might enter into a contract over property rights, but there was no legal duty to do so. Most marriage settlements were in fact drawn up many years after the actual marriage, at a time when children had already been born. In these respects they differ sharply from Greek marriage and divorce contracts, which are interested both in property and in personal rights, including a prohibition of bigamy and the right of a woman to remarry.

Demotic marriage settlements may be divided into two types (Pestman, 1961). In the first type (118), a bridal gift is made by the husband to the wife, usually a rather small amount of money. In the Ptolemaic period this 'gift' was often fictitious, the wife receiving the money only in case of divorce (cf. above). In the second type (119), the wife gives to her husband a sum of money called a feeding allowance, here translated as 'endowment,' and receives from him in return an annual allowance of food and clothing. The entire property of the husband serves as a security that he will return the money when the wife asks for it, that is, in case of divorce.

118. *An Egyptian marriage settlement*

P.BM dem. 10394 (*Rec.dém.biling.* no. 7)

Thebes, 226 BC

This marriage settlement of the first type (Pestman, 1961; see introd. above) belongs to a small archive concerned with a man named Melas and his wife. The other texts of the archive (published in *P.Lond.dem.* IV 35-9, dated between 226 and 210 BC) deal with sales of land and houses in Hermonthis. Although both Melas and his father-in-law bear Greek names, all of the texts are in Demotic and follow Egyptian legal practices.

Year 21, Epeiph, of the reign of King Ptolemy, son of Ptolemy and Arsinoe, the brother-sister gods, when Galestes son of Philistion was priest of Alexander and the brother-sister gods and Berenike daughter of Sosipolis was *kanephoros* before Arsinoe Philadelphos.¹

The Greek Melas son of Apollonios and Rwrw has said to his wife Senobastis daughter of Ptolemaios and Senminis:

'I have taken you as a wife. I have given you 1 deben (= 20 drachmas) of money, i.e. 5 staters, i.e. 1 deben of money again, as your bridal gift. If I repudiate you as a wife, be it that I hate you, be it that I love another woman instead of you, I shall give you 2 deben of money, i.e. 10 staters, i.e. 2 deben of money again, not including the 1 deben of money mentioned above, which I have given you as your bridal gift, to make in full 3 deben of money, i.e. 15 staters, i.e. 3 deben of money again. Your eldest son is my eldest son and master of all and everything that I possess and that I shall acquire. I will

give you the third part of all and everything I possess and which I shall acquire.

This is the list of the goods-of-a-woman which you have brought into my house:

a shawl (<i>bridal veil?</i>)	1 deben and 6 kite
a coat	2.5 kite
1 cloak	1 deben
1 . . . (of bronze)	1.5 kite
one ladle (of bronze)	1 kite
1 . . . (of silver)	1 deben
one necklace	4 kite
one bed	2 kite
another bed	1 kite
a pair of . . .	1 kite
one woman's . . . (of silver)	1 kite

to make in all 5 deben of money, i.e. 25 staters, i.e. 5 deben of money again, as the value of your goods-of-a-woman, which you have brought with you into my house.

I have received them from you, in full and without any remainder. My heart is satisfied with them. If you are inside (my house), you will be inside with them, if you are outside (my house), you will be outside with them. To you belong their proprietary rights, to me the right of administering their disposition.

If I repudiate you as a wife or if you want to go yourself, I will give you your goods-of-a-woman mentioned above or their price in money as written above. I will not be able to impose upon you an oath in order that you take it concerning your goods-of-a-woman mentioned above, saying, "You have not (really) brought them with you into my house." You are the one who has the rights over them against me, without me speaking about any deed or anything at all.¹

Herieus, son of Harsiesis, has written it.

¹ For ruler cult titles in dating formulae, see 2.6.

119. An Egyptian marriage settlement in two parts

P.Mich.inv. 4526, ed. E. Lüddeckens, *Ägyptische Eheverträge* (Äg.Abh. 1, 1960), 148-53, no. 4D
Philadelphia, 199 B C

This text belongs to a family archive found at Philadelphia and dating to the third and second centuries B.C. Most of the texts are still unpublished.

Marriage documents of the second type usually consist of two parts (Pestman, 1961). One is an I.O.U. from the husband, in which he states that he has received

a certain sum of money from the wife, the second a deed of payment, in which the husband states to his wife that he has sold her his entire property (as collateral) and has received the purchase-money for it (that is, the sum given to him in the first part of the deed). But this 'sale' is not complete as long as it is not accompanied by a 'deed of cession' or 'statement of no title', by which the husband waives his claims to the property in question. Such a deed of cession is not part of the marriage settlement, and therefore the 'sale' is not a transfer of property from husband to wife, but only a kind of mortgage on the husband's property. Only in the event of divorce and the husband's failure to meet his obligation to return the money to his wife can he be obliged to draw up a 'deed of cession'.

(*Texts 1 and 2 both begin with the following dating formula and introduction*):

Year 6, Choiak, of King Ptolemy son of Ptolemy and Arsinoe, the father-loving gods, when Andromachos son of Lysimachos was priest of Alexander and the saviour gods, the brother-sister gods, the benefactor gods, and the father-loving gods, when Themisto daughter of Hegisistratos was *athlophoros* of Berenike Euergetis, when Soteris (?) daughter of Ptolemaios was *kanephoros* of Arsinoe Philadelphos.¹

The farmer and servant of Hathor, mistress of Aphroditopolis, the great goddess, Pais² the younger, son of Pais and Eseremphis, has said to Nebuotis, daughter of Psammetichos and Taarmotnis:

(*Text 1*)

'You have contented my heart with 21 deben of pure silver of the treasury of Ptah, i.e. 20 deben $9 \frac{2}{3} \frac{1}{6} \frac{1}{10} \frac{1}{30} \frac{1}{60} \frac{1}{60}$ kite, 21 deben of pure silver of the treasury of Ptah again, as your endowment. To the children which you have borne to me and the children which you will bear to me belongs everything that I possess and all that I shall acquire. Your eldest son is my eldest son among the children which you have borne to me and the children you will bear to me. I give you 72 (measures) of emmer with the hin-measure,³ i.e. 48 measures of barley with the hin-measure, i.e. 72 measures of emmer again, and 2 deben 4 kite of pure silver of the treasury of Ptah, i.e. 2 deben $3 \frac{2}{3} \frac{1}{6} \frac{1}{10} \frac{1}{30} \frac{1}{60} \frac{1}{60}$ kite, i.e. 2 deben 4 kite of pure silver of the treasury of Ptah again, as your maintenance, every year in the house you want.

You are entitled to the arrears (in payment) of your food-and-clothing allowance, which will come to my charge. I shall give them to you.

Everything that I possess and that I shall acquire is security for your above-mentioned endowment and for the arrears (in payment) of your above-mentioned food-and-clothing allowance.

I shall not be able to say to you: "Receive back your above-mentioned endowment from my hand." (But) on the day that you want it back from me, I will give it to you.

I will not be able to impose an oath upon you except in the house of judgement.'

Written by Onnophris son of Peteesis.

(Text 2)

'You have contented my heart with the money of the value of all I possess and all that I shall acquire (house, arable land, courtyard, building plots, wall, vineyard, orchard, male and female slave, cow, she-ass, all my livestock, every allowance, every title-deed, every possession on earth of a free man), which I have and which I shall acquire. It all belongs to you from this day onward. I have given it to you for money. I have received its price.

My heart is satisfied with it, because it is full without remainder. No person on earth will have power over it except you. Every person who will come up against you on its behalf, I will keep him off from you. I will keep it free for you, on any day, from every document, every title-deed, everything on earth. To you belongs every document that has been made concerning it and every document that has been made to me concerning it, and to my father, and to my mother, and every document by which I am entitled to it. They all belong to you with their legal rights. To you belongs that by which I am entitled to these things.

The oath or the proof which will be imposed upon you in order to make me take it concerning them, I will take it.

I will make for you the above-mentioned deed of payment of all I possess and all I shall acquire.

You have a claim on me on the basis of the legal rights of the deed of endowment of 21 deben which I have made for you to make two documents complete. You have a claim on me concerning them and their legal rights, so that I must do for you according to them.'

Written by Onnophris son of Peteesis.

¹ For these ruler cult titles, see 2.6 and 34.

² Corrected from Patous; cf. E. Lüddeckens et al., *Demotische Namenbuch* (Wiesbaden, 1986), p. 398.

³ The hin contained about 0.5 litre.

120. An Egyptian priest divorces his wife

P.Tor.Botti 16¹

Jeme, 29 December 114 BC

This example of no-fault divorce from the Ptolemaic period is, like all surviving Demotic divorce agreements, addressed by the man (Harpaesis) to the woman (Tateosiris). He releases her from all obligations connected with the marriage, explicitly stating that her having produced children frees her from any claim. He renounces all ability to lay claim to her marital services in the future or to interfere with a subsequent marriage; the formula includes, in fact, his directive to her to find a new husband. Whereas Egyptian marriage agreements deal almost exclusively with property rights, the divorce contracts do not mention property. There is no indication of an equivalent document written from the woman to the man. Such

documents show clearly the ability of the Egyptians to end marriages without continuing entanglements, but they give no clue to the actual circumstances of the separation, or even to which party initiated the divorce. For later texts from the same family archive, see 5.165. For the opening dating formula, cf. 2.34.

Year 4, Choiak 10, of Queen Kleopatra and King Ptolemy Philometor Soter, and when the priest of Alexander and of the saviour gods, of the brother-sister gods, of the benefactor gods, of the father-loving gods, and of the manifest gods, and of the god whose father is holy, and of the mother-loving god, and of the father-loving god, and of the benefactor gods and of the saviour mother-loving (god), and the *athlophoros* of Berenike Euergetis, and the *kanephoros* of Arsinoe Philadelphos, and the priestess of Arsinoe Philopator, were as they are written in Rhakotis (=Alexandria), (and in) Psoi in the Thebaid (=Ptolemais):

The *pastophoros* of Amon of Jeme, Harpaesis son of Esnechates and Thatres, has said to the woman Tetosiris daughter of Pachombekis and Senimouthis:

'I have repudiated you as wife; I am far from you² regarding (the) right to (you as a) wife. I have no claim on earth against you in the name of (your being my) wife. I am the one who says to you: "Take yourself a husband." I shall not be able to stand in your way in any place where you will go in order to take yourself a husband, from today onwards. If I shall find you with any other man on earth, I shall not be able to say to you, "You are my wife." You are contented with your contract for a wife, on account of your children whom you have borne to me, without any legal document, without anything on earth with you.'

Harsiesis son of Chestephnachthis has written this, who writes in the name of Espmetis son of Osoroeris, the prophet of Jeme.

(signatures of four witnesses)

¹ With important corrections by K.-Th. Zauzich in *Enchoria* 2 (1972), 88. Our translation is based on that of Pestman (1961), 72-7.

² The normal formula of Demotic contracts for renunciation of claim.

121. Oaths of fidelity on the occasion of a divorce

U. Kaplony-Heckel, *Die demotischen Tempeleide* (Äg. Abh. VI, 1963), nos. 6 and 1

Jeme, (a) 15 September 117 BC and (b) (23 January 79 or 16 January 50 BC)

On the occasion of a divorce, a woman might have to swear an oath to her ex-husband that she had been faithful to him during the time of the marriage and/or that she had not taken away any of his possessions.¹ Pestman (1961), 56, remarks, 'The wife is put to the oath by her husband. If she takes the oath, she is deemed

innocent of the adultery she is charged with; if she refuses to take the oath, she is found guilty.' There are no cases where a husband takes a similar oath for his ex-wife, probably an indication of inequality of expectations in marriage. These two examples are representative of a stereotyped genre.

(a) Copy of the oath which Tikos will take at the gate of Jeme in the temple of Montou lord of Meten² in year 53, Mesore 30, to Psenesis: 'By the bull of Meten, who resides here, and every god who resides with him, I did not go to anybody when I was married with you. I do not have anything which is concealed from you for a value of more than 20 deben.' If she takes the oath, I give (*he will give*) her 2 talents and 50 deben. If she refuses to take it, she will deduct the things which she makes known from the 2 talents and 50 deben.

(b) Copy of the oath which Taminis daughter of Plilis will take at the gate of Jeme in the temple of Montou lord of Meten in year 2, Tybi 14, to Phagonis (*or Pachel*) son of Permamis: 'By the bull of Meten, who resides here, and every god who resides with him, I did not sleep, I did not have intercourse with anybody since I was married with you in year 22 until today. There is no falsehood in the oath.' If she takes the oath, he should keep off from her and he must give her 4 talents and 200 deben.

¹ There is also one instance in which such an oath is taken by a man to the husband of a woman.

² That is, in the temple at what is now Medinet Habu.

II Greek and Egyptian in a colonial society

The Greeks who settled in non-Hellenic parts of the empire conquered by Alexander and divided by his successors, from Anatolia to Afghanistan, tried very hard to maintain their Hellenic culture. Their determination in this regard may well have been strengthened by the fact that so many of the settlers came not from the famous city-states of classical Greece but from what people like the Athenians and Spartans regarded as areas of marginally Hellenic character, like Macedonia and Thrace. Remains of Greek education and institutions can be found wherever these people settled.

In no sphere was it harder to maintain ancestral ways than in the role of women, and particularly of marriage customs. Greek cities in general had a very restrictive set of rules governing women.¹ In Athens, the best known, women had little legal independence and were expected to be under the control and protection of their fathers or husbands. Their world was that of the household, not of public life. The nearest male relative, normally the father, gave the woman in marriage at his own discretion. Certainly social and economic realities limited the ability of many people to realise these

ideals in daily life, and there are signs that some families subverted women's theoretical inability to own real property. But the underlying ideology of women's roles and limits remained widely accepted.

In Egypt, the foreign settlers lived for the most part not in separate communities but in smaller groups scattered among the local people, particularly in rural villages. Most of the Greek settlers were men, as is to be expected from the fact that most of them were veterans of Alexander's armies. Intermarriage with the Egyptians was thus virtually unavoidable. Indeed, we know that Alexander's men had to a large extent acquired non-Greek concubines in the course of the army's progress across Asia; settling down more permanently with an Egyptian woman would not have seemed strange. Even where Greek women were available, it would be unlikely that one could find a spouse from one's own native city, and the extreme particularism of Greek cities and their institutions could hardly survive under such circumstances. For that matter, it is not clear that these men had much interest in preserving some of the more restrictive aspects of the societies they had left.

The legal environment of Ptolemaic Egypt was thus very complex. The three Greek cities of Egypt (Alexandria, Naukratis, and Ptolemais) each had its own laws, but other Greeks in Egypt were governed both by royal legislation and by legal norms from their home cities, which were themselves enormously varied. The Egyptians continued to use their own laws and practices, developed over millennia. A given individual might operate under one legal system in one transaction, a different one in another, depending on the nationality of the parties, the language used, and the place where litigation took place.

The papyri of the Ptolemaic and early Roman periods show the survival of many Greek forms, but numerous cases in which those forms come to surround substantively Egyptian practice. The most obvious element of continuity is the use of the Greek language. Another is the requirement that Greek women have legal guardians, *kyrioi* in Greek (see **122** for a request to have one appointed). A third is the Greeks' habit of acquiring slaves, particularly for domestic service (**124**). The earliest Greek marriage contract (indeed, the first dated Greek document) surviving from Ptolemaic Egypt (**123**) is full of legal language redolent of fourth-century Athenian usage and embodies the normal family-controlled, male-operated marriage system known for the classical period.

But such continuity of practice did not last very long. The other documents, though all in Greek, show a woman acting as guardian of a child, allowable in Egyptian but not Greek legal practice (**125**); a woman giving herself in marriage (**126**); a no-fault divorce by mutual consent (**127**); and two women settling between themselves the aftermath of a marriage ended by the husband's death, including the fate of an unborn child (**129**). These come from such diverse sources as Alexandria and country villages, and the

women involved show in general very different levels of Hellenism. But in all cases the colonial setting has witnessed the opening up of a range of possibilities for legal activity for women impossible to imagine in the classical Greek city. (For women's conduct of property transactions, see **Ch. 5**, especially **164, 182-3**; cf. Rowlandson, 1995.)

¹ The bibliography on women in Greek law is vast: see esp. Schaps (1979), Just (1989), Sealey (1990).

122. A widow requests a guardian

P.Entreux. 22 (BL VII 46)

Arsinoite nome (Themistos division), 13 January 218 BC

This is a typical example of a petition addressed to the king (here, Ptolemy IV Philopator) but read and acted on by the strategos of the local area (see **2.5**). The petitioner is a widow, Nikaia, whose husband had died seven years earlier, leaving his son as executor of his estate and 'guardian' or legal representative of his widow. After the son's death, Nikaia needed a male *kyrios* to figure in legal acts and, at the same time, to provide practical assistance given her advanced age; she requests her late husband's brother-in-law be registered in this role. The request is, despite the language of supplication, a formality, and the strategos disposes of it as a routine matter.

Nikaia's own origins are unclear; the term 'Persian' used to describe her indicates Hellenic status but obscures family origins (see Glossary). Her husband's origins are not stated, but the brother-in-law is a Thracian, from the fringe of the Greek world. The Greek practice of requiring a legal representative was, we see here, adhered to strongly by these borderline Greeks in a country with no tradition of such representation of females.

To King Ptolemy, greetings from Nikaia daughter of Nikias, Persian. My husband Pausanias died in the 23rd year, leaving behind a will of the same year, in the month of Panemos, by which he left behind [. . .]naios, his own son, as my guardian. But it has happened that he too died in year 4, in the month of Daisios (in Egyptian reckoning, Hathyr), and that I have no kinsman to be registered as my [guardian. Therefore] lest for this reason the property left to me by my husband be ruined, [since I am without] a guardian with whom I will be able to make arrangements about this property, I beg you, King, to order Diophanes the strategos that there be granted to me as guardian Demetrios the Thracian, one of the men (under the command) of Ptolemaios son of Eteoneus [of the x] hipparchy, a one-hundred-aroura holder, to whom also Pausanias gave his sister in marriage; and to order the strategos to commit these matters to writing so that they may be on record for me. And because, as I am rather old and have become weak, I am not able to go to Krokodilopolis, I have sent the above-mentioned Demetrios to present my petition, I ask for Diophanes to write to

Dioskourides the *epistates*, (*sc. ordering Dioskourides*) to record a physical description of me and the guardian whom I am requesting and to send a copy to Diophanes. For if these things come to pass, I shall have obtained, King, the benefit that comes from you. Farewell.

(*2nd hand*) To Dioskourides. Take some of the village elders and go to Nikaia and if . . . send a clear record of their descriptions to us. Year 4, Daisios 27, Hathyr 29.

(*On the back*) Year 4, Daisios 27, Hathyr 29. Nikaia daughter of Nikias, Persian, concerning what she requests.

123. Two Greeks marry in Egypt

PEleph. I (BL II 2.52, v 27, VI 35)

Elephantine, 311 BC

This marriage contract is the earliest dated Greek papyrus from Egypt, just twelve years after the death of Alexander the Great, and it follows closely marriage practices of the contemporary Greek world. The contract relates to the marriage of a man from Temnos (a city on the coast of Asia Minor) and a woman from the island of Kos. Though classical inhibitions against marrying someone from another city have disappeared in this colonial world, the dominant role of the bride's father in the arrangements reflects Greek practice. The need for a woman to have male assistance is also reflected in the mention of 'those helping Demetria' in case of any problems. Uncertainty about the availability of suitable legal process may be reflected in the careful provisions for arbitration. The dowry is the equivalent of several years' ordinary income and shows that we are dealing with well-off Greeks, among whom marriage customs tended to remain more conservative. Characteristic also is the double standard in the behaviour expected of the spouses: Demetria is hemmed in by the broad restriction against anything tending to bring shame on her husband, while Herakleides agrees not to add a second wife to the household, have children by another woman, or to 'do evil against Demetria'. There is no sign of Egyptian influence in any of the provisions.

In the reign of Alexander son of Alexander,¹ in the seventh year, in the satrapship of Ptolemy,² in the fourteenth year, in the month Dios. Marriage contract of Herakleides and Demetria. Herakleides (the Temnitian) takes as his lawful wife Demetria the Koan, a free man a free woman, from her father Leptines, Koan, and her mother Philotis, (Demetria) bringing clothing and ornaments to the value of 1000 drachmas, and Herakleides is to supply to Demetria all that is proper for a freeborn wife, and we shall live together wherever it seems best to Leptines and Herakleides consulting in common. If Demetria is discovered doing any evil to the shame of her husband Herakleides, she is to be deprived of all that she brought, but Herakleides shall prove whatever he alleges against Demetria before three men whom they both approve. It shall not be permitted for Herakleides to bring home

another wife in insult of Demetria or to have children by another woman or to do evil against Demetria on any pretext. If Herakleides is discovered doing any of these things and Demetria proves it before three men whom they both approve, Herakleides shall give back to Demetria the dowry of 1000 drachmas which she brought and shall moreover forfeit 1000 drachmas of the silver coinage of Alexander. Demetria and those aiding Demetria to exact payment shall have the right to exact payment, as derived from a legally decided action, upon Herakleides himself and upon all Herakleides' property both on land and on water. This contract shall be normative in every respect, wherever Herakleides may produce it against Demetria, or Demetria and those aiding Demetria to exact payment may produce it against Herakleides, as if the agreement had been made in that place. Herakleides and Demetria shall have the right to keep the contracts severally in their own custody and to produce them against each other. Witnesses:³ Kleon, Gelan; Antikrates, Temnitai; Lysis, Temnitai; Dionysios, Temnitai; Aristomachos, Cyrenaean; Aristodikos, Koan.

¹ Alexander IV, posthumous son of Alexander the Great.

² Ptolemy son of Lagos, king in all but name by this time.

³ This is a typical Greek contract, with six witnesses.

124. Sale of a young slave girl

P.Cair.Zen. 1 59003

Birta (Transjordan), 259 B C

The Ptolemies tried to keep their Greek subjects from enslaving the native population of Egypt (for unpaid debts, for example), preferring to see them import from outside Ptolemaic territory to meet their perennial demand for slaves. Here we have a Greek in the service of the finance minister of Ptolemy II buying a slave-girl while in Transjordan; her ethnic identity is only partly preserved, but Sidonian appears to be the best restoration. Many, if not most, slaves were used for household service, and women predominated in this slave population. For the purchaser, Zenon son of Agreophon, see **Ch.3 Arch. A**, and **5.207**.

[In the reign of] Ptolemy son of Ptolemy and of his son Ptolemy, year 27, [the priest] of Alexander and of the brother-sister gods and the *kanephoros* of Arsinoe Philadelphos being those in office in Alexandria,¹ in the month Xandikos, at Birta of the Ammanitis:² Nikanor son of Xenokles, Knidian, in the service of Toubias, sold to Zenon son of Agreophon, Kaunian, in the service of Apollonios the *dioiketes*,³ a Sidonian (?) [slave-girl] named Sphragis, about seven years of age, for fifty drachmas. [Guarantor . . .] son of Ananias, Persian, of the troop of Toubias, kleruch.⁴ Witnesses: . . . judge; Polemon son of Straton, Macedonian, of the cavalrymen of Toubias, kleruch; Timopolis son of Botes, Milesian, Herakleitos son of Philippos,

Athenian, Zenon son of Timarchos, Kolophonian, Demonstratos son of Dionysios, Aspendian, all four in the service of Apollonios the *dioiketes*. (Docket) Deed of sale of a slave-girl.

¹ The holders of these priesthoods of the Ptolemaic dynastic cult (cf. 2.6) for the current year were not known in Palestine when this contract was drawn up.

² Modern Amman, in Transjordan.

³ Finance minister of Ptolemy II, and Zenon's employer.

⁴ For the terms 'Persian' and 'kleruch', see Glossary.

125. A mother acts as 'guardian' for her orphaned son

SB XVI 12720.1-20

Arsinoite nome, 142 BC

This petition to Pankrates, an official of the military administration, requests official action to register the boundaries of a landed estate forming part of a swap of allotments between two cavalrymen. One of the two is now dead, and in his place his orphaned son (who would succeed to his father's military position and landholding) joins the other cavalryman in the joint request for official clarification. In the part of the original text not printed here this detailed description of the land is provided, including an elaborate computation of its area.

The papyrus is noteworthy for the mother's guardianship of her orphaned, under-age son, which is explicitly said to derive from her marriage contract with the late Ariston. The term used, *prostatis*, is unique in the documents and apparently has a non-technical sense of 'protector' or 'patron' like its masculine cognate form. Thais' responsibility for her son appears to take the place of the guardianship (by a male) normally found in the case of minor surviving children. Egyptian marriage contracts sometimes provide for the mother's guardianship, and the use of a non-technical term here may have been intended to get around the impossibility of such an appointment in Greek legal practice. We see thus the incursion into a Greek-speaking milieu of less restrictive Egyptian practices allowing women a larger share in the management of their own and their children's affairs: see Montevicchi (1981).

To Pankrates, chief bodyguard¹ and official in charge of the *syntaxis*,² from Antimachos son of Aristomedes, Macedonian, one of Apollonios' men of the 3rd hipparchy,³ a 100-aroura holder, and from Herakleides son of Ariston, Thracian, of the same hipparchy, an orphan, with his *prostatis*, appointed on the basis of a contract of marriage, being his mother Thais, daughter of Apollonios.

Since the party of the aforesaid orphan and his mother are raising additional doubts concerning the boundaries of the allotment of 40 aouras in the vicinity of Kerkesoucha and the village of Ares of the Polemon district, which the aforesaid Antimachos happens to have assigned (to them), in return for that (allotment) which Ariston, the father of Herakleides, gave to

him in exchange, in the vicinity of Boubastos of the Herakleides district, we ask you to order that a letter be written to Nikolaos, *epistates* of the 5th hipparchy, of Ar. . 's men, ordering him to make assignment of the named allotment of 40 arouras in accordance with the list of measurements and outlines submitted to Antimachos, a copy of which has been appended below. When this has been achieved we shall have experienced benefaction from you. Farewell.

(A copy of the detailed description of the land follows.)

¹ Sc. of the king; a term belonging to a hierarchy of honorific court titlature.

² An official responsible for administering the allotments of land given to military settlers.

See Geraci (1981).

³ A subdivision in the landed military establishment.

126. A Macedonian woman gives herself in marriage

P.Giss. 2 (BL I 168, II.2 61, VII 59)

Krokodilopolis (Arsinoite nome), 16 September 173 BC

The parties in this contract are members of the propertied Hellenic stratum of society, a cavalryman and the daughter of another cavalryman, both men holding very large allotments (about ten times what was required to support a family). A slave is included in the dowry. The language and provisions of the agreement are entirely Greek in character (including the unequal behavioural requirements for the two parties), and the woman has her father as guardian. What is curious is that in the face of this visibly conservative Greek set of practices the woman gives herself in marriage rather than being given away by her father (*ekdosis*; see Modrzejewski, 1981). Probably this action is a reflection of Egyptian custom, in which women could act as principals in marriage agreements.

In the reign of Ptolemy son of Ptolemy and Kleopatra, manifest gods, the eighth year, in the priesthood of Herakleodoros son of Apollophanes for Alexander and the saviour gods and the brother-sister gods and the benefactor gods and the father-loving gods and the manifest gods and the mother-loving gods; the *athlophoros* of Berenike Euergetis being Sarapias daughter of Apollonios; the *kanephoros* of Arsinoe Philadelphos being Aristokleia daughter of Demetrios; the priestess of Arsinoe Philopator being Eirene daughter of Ptolemaios;¹ on the seventeenth day of the month Peritios, Mesore seventeenth, at Krokodilopolis of the Arsinoite nome. With good fortune.

Olympias daughter of Dionysios son of Maketas, with her own father Dionysios, a Macedonian of the second hipparchy, a hundred-aroura holder, as her guardian, has given herself to Antaios, an Athenian of the men under Kineas of the second hipparchy, a one-hundred-aroura holder, so as to be his wedded wife, bringing as dowry reckoned in bronze ninety-five talents and her slave-girl by name of Stolis and her (*Stolis*²) nursling child named

NN, worth five bronze talents, making a total of [one hundred] bronze talents. And let Olympias be beside Antaios, in obedience to him as [is fitting for a wife] to her husband, managing jointly with him their property; and let Antaios furnish Olympias with [life's necessities and] furniture and clothing and all else that befits a [married] woman, both when he is at home and when he is abroad, [according to his means]; and let it not be allowed for him [to introduce] another woman into Olympias' presence or have a concubine or a boy lover,² [nor let it be allowed for him to beget children] from another woman in Olympias' lifetime, or to inhabit another [house of which] Olympias shall not be mistress, or cast her out, or insult her [or injure her], or alienate any property to Olympias' [detriment]. If he should be proved to do any of these things or not to supply her with [furniture or clothing] or the rest as [written above, let Antaios immediately pay back to Olympias] the dowry [and a fifty percent fine. By the same token, let it not be allowed to Olympias] to be absent by night or [by day] from [Antaios' house without Antaios'] permission . . .

Apollonios, Macedonian of the men under Kineas in the second hipparchy, hundred-aroura holder. Witnesses: Philios, Macedonian; Demokratides, Thessalian, both being men under Kineas in the second hipparchy; Diogenes, Cyrenaean, of the men under Diodoros in the 1st hipparchy, all three being one-hundred-aroura holders; Menophilos, Macedonian, *taktomisthos*,³ one of the men formerly under Aristonikos; Alexandros son of Horion, Cretan; Sarapion son of Zopyros, Persian, both of the *epigone*.⁴

¹ For the ruler cult in dating formulae, see 2.6 and 34.

² Greek *paidikon*, the term for a boy who was the passive partner in a man-boy relationship. It is interesting that the contract forbids Antaios not only to bring a concubine or boy into the common household but to have either at all.

³ A military rank.

⁴ See Glossary.

127. *A no-fault divorce for a short-lived marriage*

BGU IV 1103 (BL 197)

Alexandria, 27 March 13 BC

This divorce agreement belongs to the only sizeable group of papyri from Alexandria, preserved because the paper was sold for wrapping mummies and deposited in a cemetery in the Herakleopolite nome (see also 129, 6.257). It comes from the earliest decades of Roman rule in Egypt, when the process of transforming the Ptolemaic structures of government and society was still young, and gives insight into a population otherwise poorly documented. The marriage dissolved by this agreement lasted only five months or a little less, producing no offspring, and the parties separate by mutual agreement. The only issues at stake are the return of the relatively modest dowry and the freedom of both parties to remarry without

being vulnerable to legal challenge. This agreement, as a record of actions already taken, served mainly to protect against future litigation.

To Protarchos¹ from Zois daughter of Herakleides, with as guardian her brother Eirenaios son of Herakleides, and from Antipatros son of Zenon. Zois and Antipatros agree that they have separated from one another, severing the union which they had formed according to an agreement made through the same tribunal in Hathyr of the current 17th year of Caesar, and Zois acknowledges that she has received from Antipatros by hand from his house clothes to the value of one hundred and twenty drachmas and a pair of gold earrings, which he received as dowry. The marriage agreement shall henceforth be null, and neither Zois nor any other person acting for her shall take proceedings against Antipatros for collection of the dowry, nor shall either party take proceedings against the other about cohabitation or any other matter whatsoever up to the present day; from which day it shall be lawful both for Zois to marry another man and for Antipatros to marry another woman without either of them being liable. In addition to this agreement being normative, the one who transgresses it shall moreover be liable both to damages and to the established fine. Year 17 of Caesar, Pharmouthi 2.

¹ Head of an Alexandrian tribunal at this time and addressee of the numerous Alexandrian documents submitted for official registration.

128. Husband deserts wife and baby for another woman

BGU VIII 1848

Herakleopolite nome, 48–46 BC

Dionysia daughter of Herakleios submits a petition to the strategos. Nearly two years earlier, she says, her husband Apollonios deserted her and their baby. Going to Alexandria, he reportedly took up with another woman by whom he fathered another child. It is unclear whether Apollonios' arrangement in Alexandria is to be construed as extra-marital concubinage or as a second marriage. In any case, Dionysia seeks the return of a 2000-drachma dowry, a clear signal of her own view that her marriage to Apollonios is over; but the dowry apparently no longer exists in liquid form. According to Dionysia, Apollonios had instructed his father Isidoros to sell some real estate (a house and some land) to obtain the cash that she seeks, but Isidoros has not acted upon those instructions. It is, accordingly, against her father-in-law Isidoros that Dionysia principally lodges her complaint. It is certain that Dionysia has given up on her marriage to Apollonios and likely that Apollonios wants to terminate the marriage so as to be free to formalise his union with the woman in Alexandria.

To Eurylochos, kinsman¹ and strategos and official in charge of the revenues, from Dionysia, the daughter of Herakleios, of those from Tilothis.²

Apollonios, son of Isidoros, grandson of Pau . . . by contract of marriage and other legal arrangements, together with his parents Isidoros and Philista, made off with my dowry of 2000 silver drachmas, for repayment of which they also gave surety for one another – it is now nearly two years ago (*that this was done*) – and he left me with the female child, which we conceived together for ourselves, in rags, and he has journeyed by boat down to Alexandria, and, as I am informed, being ill-disposed toward me and the child, he has joined himself there to another woman, from whom he has also produced a child, and he has told his father by letter to sell his house and allotment for cash and to return to me the dowry; and I with the child am being sufficiently tended to in every way by my brother, since I lack even basic nourishment, and since Isidoros is not making any change in his behaviour whatsoever, I ask you, if it seems appropriate, to order him to be summoned before you and to help compel him to return to me for life's necessities the dowry, so that I may receive it back. Farewell.

¹ Sc. of the king; part of the hierarchy of court titulature.

² A village in the Herakleopolite nome.

129. Pregnant widow allowed to expose her infant

BGU IV 1104

Alexandria, 8 BC

Dionysarion daughter of Protarchos married Hermias son of Hermias in the early autumn of 10 BC. Eighteen months later Hermias¹ was dead, leaving Dionysarion pregnant. In this document Dionysarion acknowledges that she has recovered her dowry from Hermias' mother Hermione. Dionysarion renounces litigation about the dowry and about the expenses for the delivery of her baby, obtaining in turn freedom to expose the infant if she chooses and a guarantee that a subsequent remarriage will not provoke any litigation from Hermias' family. The coupling of these provisions might suggest that Dionysarion's remarriageability would be impaired by having a young infant by her deceased husband. This document belongs to the same group of Alexandrian legal texts as 127.

To Protarchos from Dionysarion, daughter of Protarchos, with her brother Protarchos as guardian, and from Hermione, daughter of Hermias, female citizen (*of Alexandria*), with her brother's son, Hermias the son of Hermias, as guardian. Dionysarion agrees that the agreement which the deceased son of the said Hermione, Hermias son of Hermias, submitted with the said Hermione as surety through the same tribunal in the year 21 of Caesar, Phaophi, is invalid;² (and) Dionysarion has received from Hermione, on behalf of her said deceased husband, by hand out of the house that dowry which she had brought to Hermias with Hermione as surety: clothing worth two hundred and forty drachmas and earrings and a finger-ring . . .

and one hundred silver drachmas. And she agrees that the . . . agreement is invalid together with everything mentioned in it; neither Dionysarion nor anyone on her behalf shall take action against Hermione or against the estate left behind by the deceased Hermias, whether with respect to the dowry or the marriage or any other matter whatsoever, written or unwritten, from past times down to the present day. Since Dionysarion is also pregnant, she shall not bring action about the expenses of the child's birth because of being compliant about these matters; and she is allowed to expose her infant and to be joined to another man in marriage; and in addition to the agreement's being normative, if she transgresses (it) [she is liable] to both damages and the set penalty. We ask (to have this registered).
Year 22 of Caesar, Pachon . . .

¹ No fewer than five men named Hermias are mentioned in a few lines. Hermias 1 had a son Hermias (2) and a daughter Hermione, who married another Hermias (3). Each of these children had sons named Hermias (4 and 5). It is Hermias 5, son of Hermione and Hermias 3, who was Dionysarion's husband under the contract here terminated. The description of the parties makes it very unlikely that Hermione married her brother, i.e. that Hermias 2 and Hermias 3 were the same.

² That is, cancelled and with no future effect.

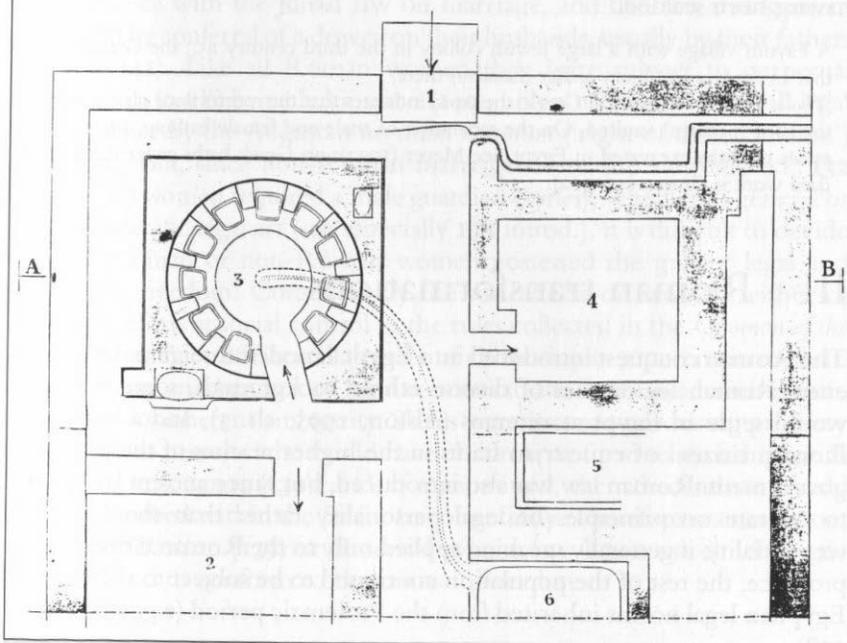
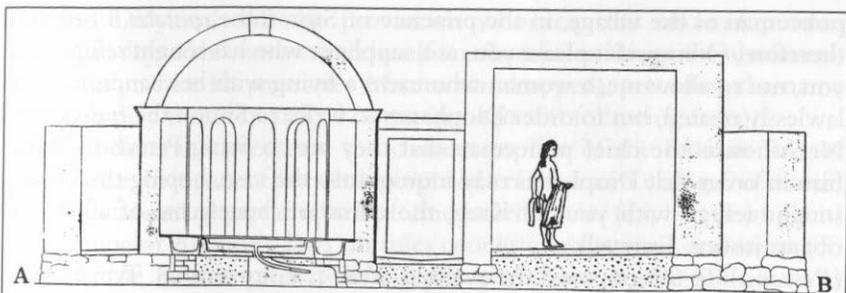
130. Woman scalded by bath-attendant

P. Enteux. 82

Trikomia (Arsinoite nome), 220 BC

This complaint suggests something of the social and ethnic complexity in which Greeks living in the Egyptian villages found themselves. Philista, who describes herself as a 'working woman', i.e. working with her hands, complains about an Egyptian bath-attendant. The petition, though addressed like most petitions to the king, goes in fact to Diophanes, the strategos of the district (see 2.5; cf. 122); the culprit is in the custody of an Egyptian police chief. The village's *epistates* (superintendent) is probably Jewish. It is striking that the women's bath employed a male attendant, which one might think incongruent with Greek concern for the protection of women's modesty. The ancients assumed that servants and slaves did not count as people for purposes of modesty, however much this might trouble the servants. Several examples of Greek *tholos*-baths (note 2) have been discovered in the Fayum: see **Plate 25**.

To King Ptolemy, greeting from Philista daughter of Lysias, one of the settlers in Trikomia.¹ I am wronged by Petechon. For while I was bathing in the bath of the aforesaid village on Tybi 7 of year 1 (he being bathman in the women's rotunda),² and had stepped out to soap myself, when he brought in the jugs of hot water, he emptied one (?) over me and scalded my belly and my left thigh down to the knee, so as to endanger my life. On finding him, I handed him over to the custody of Nechthosiris the chief



25 Plan of a bath-house

After Schwartz and Wild (1950), plate XIV

Dionysias (Arsinoite nome), before c. AD 200 (?)

The characteristic element of Greek baths in Egypt, as elsewhere in the Hellenistic world, was the *tholos*, a vaulted rotunda. Around the periphery of the paved floor was a ring of shallow semicircular basins covered with waterproof plaster, in which the bathers sat.

Numerous examples have been found in Egypt, from cities and *metropoleis* and villages; for that excavated at Dionysias, see Schwartz and Wild (1950), 51–62 (cf. 4.130, 6.254, 286).

Key: 1: entrance 2: changing room? 3: *tholos*
 4: sweating room 5: hot anteroom 6: cold plunge bath.

policeman of the village, in the presence of Simon the *epistates*. I beg you, therefore, O king, if it please you, as a suppliant who has sought refuge with you, not to allow me, a woman who earns a living with her hands, to be so lawlessly treated, but to order Diophanes to write to Simon the *epistates* and Nechthosiris the chief policeman that they are to bring Petechon before him in order that Diophanes may inquire into the case, hoping that having sought refuge with you, O King, the common benefactor of all, I may obtain justice. Farewell.

(*Response*) To Simon, send the accused. Year 1, Gorpiaios 28, Tybi 12.

(*Docket*) Year 1, Gorpiaios 28, Tybi 12. Philista vs. Petechon, bathman, about having been scalded.

¹ A Fayum village with a large Jewish colony in the third century BC; the Greek suggests that Lysias was a military settler (*katoikos*) there.

² 'Tholos' (partly restored) in Greek; the word indicates that the room's floor plan was round, the roof (perhaps) vaulted. On the separation of male and female bathing, and for references to baths excavated in Egypt, see Meyer (1992); on Greek baths generally, the standard work is Ginouvès (1962).

III Roman transformations

The Roman conquest introduced into Egypt a modest foreign military presence, Roman legionaries of diverse ethnic backgrounds, some of whom would settle in Egypt as veterans (Alston, 1995, ch. 3), and a handful of Roman citizens of equestrian status in the higher reaches of the provincial government. Roman law was also introduced, but, since ancient law tended to operate on principles of legal personality rather than those of legal territoriality, it generally speaking applied only to the Roman citizens in the province; the rest of the population continued to be subject to the Graeco-Egyptian legal norms inherited from the Ptolemaic period (e.g. 132; but see 138).

Roman citizens at first were few in number but increased over time, partly as a result of grants of Roman citizenship to the local upper classes, especially citizens of Alexandria (the emperor Claudius was notably generous in granting citizenship). But Roman citizens remained a small minority in Egypt until AD 212, when Caracalla bestowed Roman citizenship on inhabitants of both sexes throughout the empire, including Egypt. All Roman citizens needed (at least) three names, the *tria nomina*: the *praenomen* (personal name), *nomen* (*gens*, 'clan', name) and *cognomen* (family name); newly-created Roman citizens would adopt the *praenomen* and *nomen* of the Roman who had obtained the grant for them, keeping their own name as *cognomen*. For example, a Graeco-Egyptian called Didymos enfranchised by the emperor Claudius (Tiberius Claudius Caesar) would become 'Tiberius

Claudius Didymos'. All the provincials who acquired citizenship from Caracalla adopted his *nomen* Aurelius (fem. Aurelia) in their official nomenclature (in practice his *praenomen* Marcus was dropped), preceding the name by which they were normally known (see 140 and following texts).

Both before and after 212, the clearest imprint of the Roman 'law of persons' (i.e. that part of law that governed creation and changes of status) in the documentary papyri is to be found in references (explicit or implicit) to the emperor Augustus' laws on rules concerning marriage and status (cf. 131). Female Roman citizens in Egypt were subject to the same laws as Roman women in (say) Italy or anywhere else in the empire. They married in accordance with the Julian law on marriage, and had the arrangement formalised by conferral of a dowry on their husbands, usually by their fathers (136, cf. 141). Like all Roman women they were subject to perpetual guardianship (*tutela*) by male kinsmen (140), unless privileged with full legal independence by the Augustan *ius trium liberorum* ('right of three children') (141, 142). But, since non-Roman marriages were also dowered (cf. 132 introd.) and women required a male guardian (*kyrios*), whether in general or for some specific legal act (see especially 133 introd.), it is difficult to decide whether Roman or non-Roman women possessed the greater legal and proprietary freedom. Consequently the real effects on women, either of Augustus' efforts at social control in the rules collected in the *Gnomon of the Idios Logos* (131), or of Caracalla's grant of citizenship in 212, remain unclear.

Slavery was another area of legal concern to the Roman administration, because of its inherent ambiguity. Slaves were income-producing property (144), yet also persons who could have children, or form relationships with their freeborn owners (139); and, if manumitted, their descendants would be fully absorbed within the freeborn community. Therefore manumission, whether by Roman (139) or Graeco-Egyptian law (134), was closely regulated, and had to conform to the correct procedures.

131. Roman rules on women's status and property

BGU V 1210 (*Gnomon of the Idios Logos*) (excerpts)

Second century AD

The *Gnomon of the Idios Logos*¹ is a set of rules, mainly from the emperor Augustus, but revised down to the second century. The main extant copy was written after AD 149 and probably emanates from Theadelphia (Arsinoite nome).² Many of the surviving 115 clauses regulate status, marriage, and inheritance: only a representative sample is included here (see also 2.27(a), clause 84). Clauses 24–32 clearly reflect the Augustan inheritance legislation (see Brunt, 1987, 558–66 and 725). The terms *astos* (pl. *astoi*) and *aste* (pl. *astai*) are used throughout for male and female citizens of the Greek cities of Egypt (Alexandria, Naukratis, Ptolemais and, after 130,

Antinoopolis), but sometimes Alexandrians' rights are distinguished from those of the other cities.

Of the rulebook which the Deified Augustus handed over to the administration of the Private Account, and of those occasional additions to it either by emperors or senate or the prefects at the time or administrators of the Private Account, I have appended for you a summary of its main regulations, so that by applying your memory to a shortened version of the document, you may more easily master its topics.

6. An Alexandrian cannot bequeath to his wife from whom he has had no progeny more than a fourth part of his wealth; but if he has children by her, he can give his wife a share no greater than that which he assigns to each one of his sons.

15. Freedwomen of *astoi* are not allowed to make wills, just as *astai* are not.

23. Romans cannot marry their sisters or their aunts, but it is granted them to marry their brothers' daughters. Pardalas (*a former administrator of the Private Account*), indeed, confiscated the property of siblings who had married.

24. The dowry brought by a Roman woman over fifty years of age to a husband less than sixty years of age the treasury confiscates after her death.

25. Likewise also that which is brought by a woman less than 50 years old to a husband over sixty years of age is confiscated by the treasury.

28. If a woman is 50 years old, she does not inherit.³ If she is less and has 3 children, she inherits; a freedwoman (inherits), if she has four children.

30. Those inheritances left to Roman women who have 50,000 sestertii and are unmarried and childless, are confiscated.

31. A Roman woman can leave to her husband the tenth part of what she owns; anything more than that is confiscated.

38. Children born to an *aste* and an Egyptian man remain Egyptians and inherit from both parents.

39. The children of a Roman man or woman who marries by ignorance an Egyptian⁴ follow the lower status.

41. If an Egyptian takes from the dung-heap a child and adopts it, he is after death fined one quarter (of his property).

46. It has been granted to Roman men or *astoi* who by ignorance marry Egyptian women to be exempt from liability and for the children to follow the paternal status.

49. Freedmen of Alexandrians may not marry Egyptian women.

50. Norbanus confiscated the property of a freedwoman of an *astos* who had children by an Egyptian; but Rufus gave (the property) to the children.

52. Marriage between Romans and Egyptians is [not] allowed.

53. If Egyptian women married to discharged soldiers style themselves as Romans, the matter is subject to the rule on usurpation of status.

54. Ursus (*Egyptian prefect c. AD 84–85*) did not permit a discharged soldier's daughter, who had become a Roman citizen, to inherit from her mother, who was Egyptian.

69. An Egyptian woman who had sent slaves out (of Egypt) with her sons through Pelousion . . . was condemned to pay 1 talent, 3000 drachmas.

¹ Cf. S. Riccobono, *Il gnomon dell'Idios Logos*; also *BL* II 2.25–6, III 18, IV 7, VI 15, VII 19, VIII 43.

² A first-century copy of a few sections is found in *POxy.* XLII 3014. The Berlin papyrus contains a more complete copy of a later revision.

³ This clause reflects the Augustan legislation on inheritance, intended to promote fertility, which possibly applied only to inheritances outside the immediate family.

⁴ *BGU* V 1210 has 'or with *astoi* Egyptians', which is clearly garbled. The copy in *POxy.* XLII 3014 probably had only 'with Egyptians', which makes sense; probably 'or with *astoi*' was a later marginal alteration.

132. Financial formalisation of an unwritten marriage

POxy. II 267 (*BL* VI 96, VII 129, VIII 234)

Oxyrhynchos, AD 37

This contract is cast as a receipt for a sum of 72 drachmas: 40 drachmas as a loan in cash and 32 drachmas in valuables. But this sum, though having all the appearance of a dowry, is to be repaid after five months (the earrings at once, in case of separation). It was in fact repaid five years later, but the couple remained together for at least twenty-three years. At the time of the contract, the couple were living together without a contract. Contracts of the kind found here are not uncommon. Apart from providing the husband with some working capital for the household, they gave the wife a certain amount of leverage over the husband and gave him an incentive not to divorce her. The legal antecedents of this transaction lie in Egyptian marriage law, but it uses Greek banking institutions to carry out its objectives (Gagos et al., 1992, esp. 189–92).

The framing of the contract suggests considerable tentativeness in the relationship, and in fact Tryphon was fairly recently separated from his first wife, Demetrous, who just six weeks after this agreement attacked Saraeus and her mother. Saraeus was at that time pregnant, and may indeed have been pregnant already when the loan agreement was drawn up (see further **Ch.3 Arch.D.**, and Whitehorne, 1984).

Tryphon, son of Dionysios, Persian of the *epigone*, to Saraeus, daughter of Apion, with as guardian Onnophris son of Antipatros, greeting. I acknowledge that I have received from you at the Serapeum in Oxyrhynchos city, through the bank of Sarapion son of Kleandros, forty silver drachmas of imperial and Ptolemaic coinage, and for the value of one pair of gold earrings, twenty silver drachmas, and for a milk-white *chiton*, twelve silver drachmas, making in total a principal of seventy-two drachmas of silver, to which nothing at all has been added, concerning which I am satisfied. And I will repay to you the seventy-two drachmas of silver on the 30th of Phaophi in the coming second year of Gaius Caesar Germanicus New Augustus Emperor without any delay. If I do not repay in accordance with the above terms I will pay to you the said principal with the addition of half its amount, for which you are to have the right of execution upon me and upon all my property, as in accordance with a legal decision. If we separate from each other, you shall be empowered to have the pair of earrings at their present value. And since we are living together without a marriage contract, I further agree if likewise owing to a quarrel we separate from each other while you are in a state of pregnancy, to . . . so long as you . . . This receipt is authoritative wherever and by whomsoever it is produced.
(Date, signatures.)

133. Alexandrian woman appoints legal representative

P.Oxy. II 261 (*BL* VIII 234)
Oxyrhynchos, AD 55

The parties here are Alexandrian citizens living in Oxyrhynchos. Demetria appoints her grandson as her legal representative for some litigation she has undertaken against a third party, because 'womanly frailty' prevents her from taking part herself.¹ Demetria was evidently elderly, since adult grandchildren are her closest surviving relatives, but her reason for using a representative is not simply old age; compare the reason ascribed to the older jurists by Gaius (*Inst.* 1.144) for the institution in Roman law of guardianship *propter animi levitatem* ('on account of their instability of judgement'). It is interesting that the representative was different from her *kyrios*, who was her granddaughter's husband.

Second year of Nero Claudius Caesar Augustus Germanicus Emperor, on the . . . th of the month Neos Sebastos, at Oxyrhynchos city in the Thebaid. Demetria daughter of Chairemon, female citizen,² with, as her guardian,

the husband of her granddaughter Demetria, female citizen, namely Theon son of Antiochos, of the Auximetorean tribe and the Lenean deme,³ acknowledges to her own grandson, the brother of her granddaughter Demetria, Chairemon son of Chairemon, of the Maronean deme, in the street,⁴ that touching the claims which the acknowledging party Demetria brings against Epimachos son of Polydeukes or which Epimachos himself advances against her, being unable to attend the court by reason of womanly frailty, she has appointed her aforesaid grandson Chairemon as her legal representative before every authority and every court, with the same powers as she, Demetria, who has appointed him, would have had if present; for she consents to this appointment. The contract is authoritative.

¹ See generally Clark (1993), 56–62. This case, which by ‘womanly frailty’ refers to some specific impediment, should be distinguished from the petitions where women themselves manipulate the general stereotype of female weakness to gain sympathy for their cases; see 5.177.

² I.e. of Alexandria: cf. 131 introd.

³ These are subdivisions of the Alexandrian citizen body, used here to identify Theon’s legal status.

⁴ I.e. in public before a notary.

134. **Woman slave owner frees woman slave**

P.Oxy. xxxviii 2843 (*BL* VII 153, VIII 262)
Oxyrhynchos, 24–8 August, AD 86

In this draft manumission, both the manumitter, Aline, and her slave, Euphrosyne, are women. Euphrosyne (herself the offspring of a slave woman) is said to be about thirty-five years old, by which point she is likely to have served her function of producing slave children. Slave women were typically manumitted after their reproductive peak, in their mid-thirties to mid-forties, and virtually no slave women over forty-five appear in the census declarations. Males were freed earlier, probably on the basis of accumulated earnings; hardly any past the early thirties are attested in the census.

Aline is, like all women in Roman Egypt who could not take advantage of the *ius liberorum* (she was not a Roman citizen), represented by a male guardian, her son. Euphrosyne’s situation is less clearly known. Her ‘ransom’ is paid for her by one Theon, presumably from her own funds. His relationship to her is unknown; theories that he was a banker or an intended husband have been shown to be unfounded. The contract is careful to specify that Theon will not be able to attempt to collect the tax and ransom from Euphrosyne. Possibly he was an acquaintance of the manumitting family discharging a function that required a third party. The draft is incomplete: blank spaces were left to fill in later the exact date, the location of Aline’s and Euphrosyne’s scars (a means of identification), and the name of the certifier.

Fifth year of Emperor Caesar Domitianus Augustus Germanicus, month of Hyperberetaios, intercalary day (*blank space*), month Kaisareios, intercalary

day (*blank space*), in Oxyrhynchos city in the Thebaid, before the *agoranomoi* Theon, Dios, and Dionysios. Aline, daughter of Komon, son of Dionysios, and of Kleopatra daughter of Dionysios, from Oxyrhynchos city, age about . . . years, height medium, complexion honey-coloured, face long, scar (*blank space*), accompanied by her guardian who is her own son Komon the son of Mnesitheos son of Petesouchos, of the aforesaid city, age about . . . years, height medium, complexion honey-coloured, face long, scar on the left eyebrow, acting in the public street, has set free, under sanction of Zeus, Earth and Sun, the female slave Euphrosyne who is her property, age about 35 years, height medium, complexion honey-coloured, face long, scar (*blank space*), home-born from the female slave Demetrous, on payment of ten drachmas of coined silver and the ransom money which Theon son of Dionysios, son of Leon and Isione, of the aforesaid city, age about 43 years, height medium, complexion honey-coloured, face long, scar on the right calf, has agreed to hand over for her to the aforesaid owner Aline, i.e., 800 drachmas of imperial silver coin, in bronze ten talents, 3000 drachmas; neither Theon nor anyone else connected with him has a right to claim the ransom money [or the tax in any way] from Euphrosyne who is being manumitted, or from those acting on her side, nor . . . in any way. The certifier of the manumission is (*blank space*).

135. Husband and in-laws wrangle over deceased wife's property

PFam. Tebt. 20

Alexandria, AD 120/1

The situation described in this agreement is the counterpart of that seen in 141. Herakleides married (without any written agreement) Apia alias Herakleia, who died not long after giving birth to a child. Her property passed after death to the child and was thus retained by Herakleides as the child's surviving parent and guardian. Apia's relatives, however, sued to recover the property, alleging that the child had since died (in which case the property should revert to Apia's family rather than to Herakleides), and that Herakleides had substituted another child in order to avoid returning the property. This agreement is the settlement of the case reached after the child (or substitute child, depending on one's point of view) died. Herakleides apparently had returned the property and agreed not to make future claims against it.

Copy. To Boukolos, former *agoranomos*, former priest of Alexander founder of the city (*sc. Alexandria*) and of the age classes, priest, chief judge and supervisor of the *chrematistai* and the other courts, through his son Sarapion, also former priest of Alexander founder of the city and of the age classes, temporarily performing the duties of chief judge, from Herakleia also called Isidora, daughter of Mysthes, who is absent and on whose behalf her brother Ptolemaios son of Mysthes is acting by virtue of an agreement executed

through the registrar's office at Ptolemais Euergetis in the Arsinoite nome, in the month of Epeiph of the past year (*July 120*), and from Ptolemaios himself and Lysimachos son of Didymos, son of Lysimachos, whose mother is Apia, and from Herakleides son of Sarapion, son of Herakleides, all of them from the *metropolis* of the Arsinoite nome.

Whereas Herakleides was married without written contract with Apia also called Herakleia, daughter of Herakleia also called Isidora and the latter's deceased husband Kronion brother of Lysimachos, and as during the marriage she became pregnant through him and was delivered, the child . . . (whereas), moreover, Apia also called Herakleia having died, Herakleia also called Isidora and her said brother Ptolemaios and Lysimachos and (on the other side) Herakleides have attended before Eudemos, strategos of the Herakleides division of the Arsinoite nome, the party of Herakleia also called Isidora argued that the child borne by Apia also called Herakleia had died and that Herakleides had adopted another one; Herakleides himself, however, argued that the child which he had taken up was really the child borne by Apia also called Herakleia, as appears according to their own information from the record drawn up in the presence of the strategos in the month of Epeiph of the 4th year of Hadrian the lord (*July 120*), which proves also that the case has been held over to the higher court. Since it has happened, as both parties concede, that the infant itself, either of Apia also called Herakleia or an outsider, has died, they have now settled the whole controversy and Herakleia also called Isidora and Ptolemaios and Lysimachos agree with each other that they will not proceed against Herakleides either on account of the charge taken down in the minutes of the strategos or of any other matter with or without written document from past times until today; and their opponent, Herakleides, that he will proceed neither against Herakleia also called Isidora and Ptolemaios and Lysimachos nor against any of the possessions left by Apia also called Herakleia, neither on the strength of the minutes nor of any other . . . Herakleia also called Isidora and Ptolemaios and Lysimachos not suffering any harm with respect to any other debt contracted with or without a written document. So we request. (*Date*).

136. Roman bride brings big dowry

P.Mich. VII 434

Early second century AD

A Roman father, C. Antistius Nomissianus, marries his daughter Zenarion to a Roman citizen groom, M. Petronius Servillius. The document is of interest for its allusion to the *Lex Iulia de maritandis ordinibus* of 18 BC and for its formulaic reference to procreation as the purpose of marriage. These features are Roman, but the detailed written list of dowry items, even though written in Latin, has been viewed as a Greek inspiration. For Roman practice, the father's unilateral oral promise of a dowry, expressed in formal words, the so-called *dotis dictio*, would have been legally

binding in itself. Such a promise is referred to toward the beginning of the present document. The list that follows is of items actually delivered to the groom. This inventory would serve as evidence and no doubt as a 'check list' in case the marriage ran into difficulties. The (evidently) seven Roman citizen witnesses hint at some connection between this transaction and the ancient Roman ceremonial mode of conveyancing known as *mancipatio*.¹

The document has appeared in many editions and been the subject of much scholarly discussion; its provenance is unknown. The meanings of some of the dowry items are generally identifiable, but at times obscure in their specifics.

Gaius Antistius Nomissianus has given in matrimony his virgin daughter, Zenarion, in accordance with the Julian law concerning marriage which was passed for the purpose of procreating children, to a groom whose name is Marcus Petronius Servillius; and he has made a verbal promise² of a dowry to him and he has given all these things which are written below: two and three-quarters arouras of ancestral katoikic land near the village of Philadelphia in the place (called) Kor . . . and near the same village ancestral sandy land (?) . . . vineyard; and in gold a large earring (weighing) two and a half quarters, *cottatia* (weighing) one and a half quarters, makes 4 quarters; and silver *claria* each one equal in weight to 7 staters; and in assessed clothing: a tunic and little cloak and a Skyrine cloak,³ worth 430 Augustan drachmas and a *heratanion* and a striped garment; and bronzes, a Venus⁴ and a small jar (worth) 48 Augustan drachmas; and a mirror and boxes . . . and two ointment flasks and another jar, 7 and a quarter minas in weight; and a wooden arcla (*casket?*), a chair, a small box, a hamper, and an ancestral slave woman, Herais, and items above and beyond the dowry: a tunic and a little cloak, somewhat worn. Likewise also Marcus Petronius Servillius has stated that he has brought in his own ancestral property near the village of Philadelphia: . . . two arouras of grainland in the place . . .

Remains of six signatures of 'sealers' (sphrageis) to the contract survive (a seventh is apparently lost), five in Greek, one in Latin; all apparently have the Roman tria nomina.

¹ This ceremony involved witnesses, a scale-holder, and a prescribed ritual. See Berger (1953), 573 for a description.

² Technically the *dotis dictio* of Roman law.

³ The meaning is unclear: either 'of Skyrine manufacture' (i.e. from the island of Skyros) or perhaps a colour reference.

⁴ See Burkhalter (1990b); cf. 5.191.

137. Wife deserts husband and child

PHeid. III 237 (*BL* v 43, IX 103)

Theadelphia (Arsinoite nome), third century AD

Although Roman centurions had no legal standing as civil juridical officials, they tended, like the Capernaum centurion whose son Jesus heals in Matthew 8.5-13 =

Luke 7.1-10 (cf. John 4.43-54), to be accorded great informal authority (Alston, 1995, 86-96), through their control of the most immediate means of official coercion. Local people therefore often appealed to them for assistance. Here, a husband complains of desertion by his wife, who has remarried, apparently without having formally divorced him. The petitioner's reference to the seizure of his farming tools may be designed particularly to attract the centurion's attention; if prevented from farming his land, he will be unable to pay his taxes. Some of the other items seem to have been dowry items (compare those in 136) that the absconding wife was not entitled to remove.

To Claudius Alexandros (?), centurion, from NN son of Panetbeous, public farmer¹ from the village of Theadelphia. The wife with whom I was living [NN, from whom] I have begotten a child, becoming dissatisfied about her marriage with me, [seized] an opportune absence of mine, and left my house . . . months ago, without a so-called [divorce?], taking away her own goods and many of mine, among which were a large white unfulled cloak and an Oxyrhynchite pillow, and a striped dilassion (*a garment*), materials for two *chitons*, and other farmers' working implements. And although I have many times sent to her seeking to recover my things, she has not responded or returned them, and yet I am supplying to her the cost of support for our child. Besides, having now learned that one Neilos son of Syros from the same village has lawlessly taken her and married her, I submit (this petition) and request that she and Neilos may be summoned before you in order for me to be able to obtain legal redress and get back my things and be helped. Farewell.

¹ I.e. tenant cultivator of government-owned land.

138. **A father attempts to end his daughter's marriage against her will**

P.Oxy. II 237 coll.VI.4-VIII.7
Oxyrhynchos, AD 186

Dionysia in this remarkable and long petition to the prefect of Egypt sets out her case against her father Chairemon. The first five columns deal with a financial dispute between the two; much of this section is damaged, in part because of trimming the papyrus roll suffered when the back was used for copying *Iliad* Book v. The next two plus columns describe the dispute over Chairemon's attempts to take his daughter away from her husband against her will. This is the part printed here. The petition then reverts to the financial disagreement. The two are, however, closely connected, because Chairemon's attempt to end the marriage was a product of the property dispute, in which Dionysia and her husband Horion stood together against her father in a matter concerning her property and dowry. Dionysia's victory in the property litigation produced her father's attempt to remove her from Horion in accordance with what he claimed was ancestral Egyptian law. The central portion of this papyrus deals with Dionysia's case, submitted to the prefect, against Chairemon's attempt.

The citations from the minutes and opinions of various Roman officials appear unanimously to recognise in 'Egyptian' law a provision giving a father continued rights over his married daughter and her property, even to the point of being able to remove her from her husband. The Roman testimonies consistently reject this as too harsh and defer to the woman's wishes. Roman *patria potestas* is clearly not applicable here, because the women are not Roman citizens, who alone were subject to that distinctive legal custom. The use of the term 'Egyptian' here, however, refers only to the legal status of the Greek-speaking persons involved, on the 'Egyptian' side of the line dividing Egyptians and Romans in the Romans' binary conception of legal status in the Egyptian countryside (i.e. outside the few Greek cities). It is in fact Greek law, not Egyptian, that provided the harsh rule criticised and set aside here by the Roman magistrates.¹

(Chairemon), however, once more renewed his attacks upon me without cessation, but recognising the impossibility of accusing me any longer concerning my rights to possession after such elaborate inquiries and so much correspondence had taken place, turned his schemes against me in another direction; and though your highness had like the other prefects proclaimed that applications concerning private suits were not to be sent to you, he not only wrote but came in person and mutilated the case, as if he were able to deceive even you the lord prefect. Ignoring entirely both the circumstances under which the letter of Rufus² was written, my petition to Rufus, his answer, the inquiry held by the strategos, the report of the keepers of the archives, the letter written to you on the subject by the strategos, the reply to it which your lordship sent to me on my petition, and the orders consequently issued to the keepers of the archives, he merely wrote to you a letter as follows:

'From Chairemon, son of Phantias, ex-gymnasiarch of the city of the Oxyrhynchites. My daughter Dionysia, my lord prefect, having committed many impious and illegal acts against me at the instigation of her husband Horion, son of Apion, I sent to his excellency Longaeus Rufus a letter in which I asked to recover in accordance with the laws the sums which I had made over to her, expecting that this would induce her to stop her insults to me. The prefect wrote to the strategos of the nome in the 25th year, Pachon 27 (22 May 185), enclosing copies of the documents which I had submitted, with instructions to examine my petition and to act accordingly. Since therefore, my lord, she continues her outrageous behaviour and insulting conduct toward me, I claim to exercise the right given me by the law, part of which I quote below for your information, of taking her away against her will from her husband's house without exposing myself to violence on the part of any agent of Horion or of Horion himself, who is continually threatening to use it. I have appended for your information a selection from a large number of cases bearing upon this question. Year 26, Pachon (April/May 186).'

Such was his letter. He could not indeed cite a single insult or any other act of injustice against himself with which he charged me, but malice was the

root of his abuse and assertion that he had been shamefully treated by me, saying that forsooth I turned a deaf ear to him, and a desire to deprive me of the right which I retain over the property. Stranger accusation still, he professes that he is exposed to violence on the part of my husband, who, even after my marriage contract with him which stated that I brought him this right unimpaired, gave his consent to me and afterwards to my mother . . . when we wished to agree to Chairemon's mortgaging the property in question for a total sum of 8 talents. Since that time (he has continued) attempting to deprive me of my husband, being unable to deprive me of my property, in order that I may be unable to get provision even from my lawful husband, while from my father I have had neither the dowry which he promised nor any other present, nay more, I have never received at the proper times the allowance provided.

He also appended the judgements of Similis³ as before, and other similar cases quoted by the *archidikastes* in his letter to Longaeus Rufus, unabashed by the fact that even Rufus had paid no attention to them as a precedent on account of their dissimilarity (to the present case) . . . But your lordship exercising your divine memory and unerring judgement took into consideration the letter written you by the strategos, and the fact that a searching inquiry into the affair had already been held, and that . . . was a pretext for plotting against me; and you answered the strategos as follows:

'Pomponius Faustianus⁴ to Isidoros, strategos of the Oxyrhynchite nome, greeting. The complaint which I have received from Chairemon, ex-gymnasiarch of the city of the Oxyrhynchites, accusing Horion, the husband of his daughter, of using violence against him, has by my orders been appended to this letter. See that the matter is decided in accordance with the previous instructions of his excellency Longaeus Rufus, in order that (Chairemon) may not send any more petitions on the same subject. Farewell. Year 26, Pachon 30 (25 May 186).'

On receipt of this letter, Chairemon brought it on Epeiph 3 (27 June 186) before Harpokration, royal scribe and deputy-strategos; and I appeared in court through my husband, and not only welcomed your orders and desired to abide by them, but showed that a decision in accordance with the previous instructions of Rufus had already been reached. For while Chairemon had written to protest against my possession as being illegal, Rufus, as was proved both by his answer to Chairemon and his reply to my petition, desired that an inquiry should be held to investigate the justness of my possession, and gave orders to the strategos on the subject. The strategos did not fail to execute them. He held a searching inquiry on the evidence of the keepers of the archives, and wrote to the prefect a report on the whole case . . . (*The decision of the deputy-strategos was*) ' . . . that the strategos carried out Rufus' instructions by the commands given to the keepers of the archives, and by writing the aforesaid letter on the subject. But since Chairemon in the petition which he has now sent to his excellency the prefect asked to

take away his daughter against her will from her husband, and since neither the letter of his late excellency Rufus nor that of his excellency the prefect Pomponius Faustianus appears to contain any definite order on this question, his excellency the prefect can receive a petition concerning it giving a full account of the facts of the case, in order that judgement may be given in accordance with his instructions.'

On all points then, my lord prefect, the affair being now clear, and the malice of my father towards me being evident, I now once more make my petition to you, giving a full account of the case in accordance with the decision of the royal scribe and deputy-strategos, and beseech you to give orders that written instructions be sent to the strategos to enforce the payment to me of the provisions at the proper times, and to restrain at length his attacks upon me, which previously were based upon the charge of an illegal possession, but now have the pretext of a law which does not apply to him. For no law permits wives against their will to be separated from their husbands; and if there is any such law, it does not apply to daughters of a marriage by written contract and themselves married by written contract. In proof of my contention, and in order to deprive Chairemon of even this pretext, I have appended a small selection from a large number of decisions on this question given by prefects, procurators, and *archidikastai*, together with opinions of lawyers, all proving that women who have attained maturity are mistresses of their own persons, and can remain with their husbands or not as they choose; and not only that they are not subject to their fathers, but that the law does not permit persons to escape a suit for the recovery of money by the subterfuge of counter-accusations; and (thirdly) that it is lawful to deposit contracts in the public archives, and the claims arising from these contracts have been recognised by all prefects and emperors to be valid and secure, and no one is permitted to contradict his own written engagements. In this way too he will at length cease from continually troubling the prefecture with the same demands, as you yourself wished in your letter.

'From the minutes of Flavius Titianus, sometime prefect.⁵ Year 12 of the deified Hadrian, Pauni 8 (2 June 128), at the court in the marketplace. Antonius son of Apollonios appeared and stated through his advocate, Isidoros the younger, that his father-in-law Sempronius at the instigation of his mother had made a quarrel with him and taken away his daughter against her will, and that when the latter fell ill through grief the epistrategos Bassus, being moved by sympathy, declared that if they wished to live together Antonius ought not to be prevented, but all to no effect. For Sempronius ignoring this declaration presented to the prefect a complaint of violence and had brought back an order that the rival parties were to be sent up for trial. Antonius therefore claimed, if it pleased the prefect, that he should not be separated from a wife affectionately disposed towards him. The advocate Didymos replied that Sempronius had had good reason for having been provoked. For it was because Antonius had threatened to charge him with

incest that he, refusing to bear the insult, had used the power granted by the laws and had also brought . . . accusations against the other. Probatianus on behalf of Antonius added that if the marriage had not been annulled the father had no power either over the dowry or over the daughter whom he had given away. Titianus said: "The decisive question is with whom the married woman wishes to live." Read over and signed by me (the prefect).'

'Extract from the minutes of Paconius Felix, epistrategos.⁶ Year 18 of the deified Hadrian, Phaophi 17 (14 Oct. 133), at the court in the upper division of the Sebennyte nome, in the case of Phlauesis, son of Ammounis, in the presence of his daughter Taeichekis, against Heron son of Petaesis. Isidoros, advocate for Phlauesis, said that the plaintiff therefore, wishing to take away his daughter who was living with the defendant, had recently brought an action against him before the epistrategos and the case had been deferred in order that the law of the Egyptians might be read. Severus and Heliodoros, advocates (for Heron), replied that the late prefect Titianus heard a similar plea advanced by Egyptian parties, and that his judgement was in accordance not with the inhumanity of the law but with the choice of the daughter, whether she wished to remain with her husband. Paconius Felix said, "Let the law be read." When it had been read Paconius Felix said, "Read also the minute of Titianus." Severus the advocate having read: "Year 12 of Hadrian Caesar the Lord, Pauni 8, etc.," Paconius Felix said, "In accordance with the decision of his highness Titianus, they shall find out from the woman," and he ordered that she should be asked through an interpreter what was her choice. On her replying, "To remain with my husband," Paconius Felix ordered that the judgement should be entered on the minutes.'

'Extract from the minutes of Umbrius, *iridicus*. Year 6 of Domitian, Phamenoth (Feb./March 87) . . . Didyme, defended by her husband Apollonios, against Sabinus also called Kasios: extract from the proceedings. Sarapion: "Inquire of the parties who are Egyptians, amongst whom the severity of the law is untempered. For I declare to you that the Egyptians have power to deprive their daughters not only of what they have given them, but of whatever these daughters may acquire for themselves besides." Umbrius said to Sabinus, "If you have already once given a dowry to your daughter, you must restore it." Sabinus: "I request . . ." Umbrius: "To your daughter of course." Sabinus: "She ought not to live with this man." Umbrius: "It is worse to take away (a wife) from her husband . . ."

'Copy of a lawyer's opinion. Ulpus Dionysodoros, *ex-agoranomos*, lawyer, to his most esteemed Salvistius Africanus, prefect of a fleet and judicial officer, greeting. Since Dionysia has been given away by her father in marriage, she is no longer in her father's power. For even though her mother lived with her father without a marriage contract, and on that account she appears to be child of a marriage without contract, by the fact of her having been given away in marriage by her father, she is no longer the child of a

marriage without contract. It is about this point probably that you write to me, my good friend. Moreover, there are minutes of trials which secure the rights of the daughter against her father in respect of the dowry, and this too can help her.'

¹ See Modzrejewski (1988), 392-4.

² The prefect of Egypt, Longaeus Rufus, mentioned in the next paragraph.

³ Flavius Sulpicius Similis, Longaeus Rufus' predecessor as prefect.

⁴ Rufus' successor as prefect.

⁵ Under Hadrian; he is well-attested because he was responsible for the census of 131/2.

⁶ Epistrategos (regional governor) of Lower Egypt.

139. The natural family of a Roman veteran

BGU I 326 (BL I 435, II.2 15, III II, VIII 23-4)

Karanis, AD 189-94

This document, the will of Gaius Longinus Kastor, a resident of Karanis and veteran of the praetorian fleet of Misenum (near Naples), has been called 'one of the very few examples of pure Roman law found in Egypt'. It presents in writing all the formalities of the traditional 'will by copper and scales', a fictive sale, and mentions all the 'actors' in that little ceremonial drama: the 'estate purchaser' (*familiae emptor*), the scale-holder (*libripens*), and five Roman citizen witnesses. The original was drawn up in Latin in autumn 189. On 7 February of a subsequent year, perhaps only days or weeks before his death, Kastor added codicils in his own hand. The will was officially opened and read on 21 February 194. The waxed tablets of the original will and codicils have not survived; what we have is a Greek translation on papyrus, probably made at the behest of one of Longinus Kastor's heirs.

The primary heirs are two slave women, Marcella and Kleopatra, whom Kastor also manumits by the terms of his will. Both are stated to be over thirty years of age and therefore not subject to one of the restrictions on testamentary manumission enacted in the Augustan *Lex Aelia Sentia* of AD 4. If Marcella dies, her share of the estate is to go to Sarapion, Sokrates, and Longus; if Kleopatra dies, Neilos is to receive her share. The will also includes a legacy, whose property terms are set forth in detail, in favour of Kleopatra's daughter, Sarapias, also emancipated in the will.

Because, until about the time of this will, Roman soldiers were prohibited from marrying, and because wills were (and are) by and large meant to devolve the testator's property in specific ways upon next of kin, it is reasonable to speculate that Marcella or Kleopatra, or both, were Kastor's common-law wives; that Sarapias was not only Kleopatra's daughter, but his as well; and that Sarapion, Sokrates, Longus, and Neilos were his sons; see Watson (1966). Kastor as a veteran could have married upon honourable discharge, but Roman law insisted upon monogamy, and Longinus' own 'discharge papers' (*diploma*), while granting him the chance to legitimise a 'common-law' union, would also have included a proviso against bigamy. Kastor's children were therefore all illegitimate, 'spurious' (*spurii*) in Latin, or in Greek 'fatherless' (*apatores*), not because their father's identity was unknown, but because they were not products of an acknowledged Roman-law marriage. The

result is an irony: Kastor's will turns out to be subject to the 5 per cent tax on inheritances because his heirs (primary and secondary) were not his legal kin. For a more extended discussion, see Keenan (1994).

Translation of a will. Gaius Longinus Kastor, honourably discharged veteran of the praetorian fleet of Misenum, has made a will. I order that Marcella my slave woman, over thirty years of age, and Kleopatra my slave woman, over thirty years of age, become free . . . Let them in equal shares be my heirs. 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 human kind, then I wish her share of the inheritance to devolve upon Sarapion and Sokrates and Longus. Likewise for Kleopatra, I wish her share to devolve upon Neilos. 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 woman Sarapias, daughter of Kleopatra my freedwoman, be free, to whom I also give and bequeath: five arouras of grainland which I hold 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 which I earlier bought from Prapetheus son of Thaseus;¹ likewise, a third share of a palm-grove which I hold very close to the canal called 'Old Canal'. I wish my body to be carried out² and wrapped by the care and piety of my heirs. If I leave behind anything in writing after this, written in my own hand, in any way whatsoever, I wish this to be valid. Let evil malice³ be absent from this will.

The household and property of the will just made were bought by Julius Petronianus for one sestertius coin, the scale holder being Gaius Lucretius Saturnilus. (He acknowledged.) He (*the testator*) has 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 November⁴ 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 (17 Nov. 189). If any further writings I leave behind written in my own hand, I wish these 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 (21 Feb. 194). The remaining sealers: Gaius Longinus Akylas (he acknowledged); Julius Volusius, Marcus Antistius Petronianus, Julius Gemellus, veteran.

Translation of codicil tablets. I, Gaius Longinus Kastor, honourably dis-

charged veteran of the praetorian fleet of Misenum, have made codicils. Marcus Sempronianus Heraklianus, a friend and a man of worthy repute, I have made trustee on his own good faith. To my kinsman, Julius Serenus, I give and bequeath 4000 sesterlius coins. I have written this in my own hand on the 7th day before the Ides of February (7 Feb.). Longinus Akylas and Valerius Priscus have sealed them. Sealers: Gaius Longinus Akylas (he acknowledged); Julius Philoxenos, Gaius Lucretius Saturnilus (he acknowledged); Gaius Longinus Kastor; Julius Gemellus, veteran.

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

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

¹ Prapetheus is identified only by his mother's name; he thus had no legitimate father.

² For burial.

³ A calque of the Latin *dolus malus*.

⁴ A mistake for 'December', if the Egyptian date is correct.

140. Women ask the governor for male guardians

The two following documents both reflect the growing use of fully Roman legal forms in third-century Egypt. The *lex Iulia et Titia*, of Augustan date (apparently confirmed by a decree of the Roman senate; see (a) and (b) below), provided for a provincial governor to name a tutor for a woman if none was provided by a will or by statute. Under Roman law, women needed a male tutor when they conducted important business (e.g. making a will, or selling or manumitting a slave), unless they were exempted by virtue of having three children. The tutors had a formal rather than substantive role (see further, Modrzejewski, 1974; Arjava, 1996, 112–23; 1997). Text (a) is an original petition in Latin, with signatures in Greek and the prefect's response in Latin. Text (b) is a request similar to the first, but with the answer in Greek, not Latin; it seems to be a copy rather than the autograph original.

(a) *P.Oxy.* IV 720 (*BL* I 327, III 132, VI 98, VII 130, VIII 237)¹
Oxyrhynchos, 5 January AD 247

(Latin) To Gaius Valerius Firmus, prefect of Egypt, from Aurelia Ammonarion. I ask you, my lord, to give me as guardian Aurelius Ploutammon in accordance with the *lex Iulia et Titia* and the decree of the senate. Dated in the consulship of our lords Philippus Augustus for the 2nd time and Philippus Caesar.

(Greek) I, Aurelia Ammonarion, have presented the petition.

I, Aurelia (*sic, for Aurelius*) Ploutammon, assent to the request.

Year 4, Tybi 10.

(Latin) In order that . . . may not be absent, I appoint Ploutammon as guardian in accordance with the *lex Iulia et Titia*. I have read this.

¹ See also Sanders (1933).

(b) *P.Oxy.* XII 1466 (*BL* VII 139)

Oxyrhynchos, 21 May AD 245

(*Latin*) To Valerius Firmus, prefect of Egypt, from Aurelia Arsinoe. I ask you, my lord, [to give me as guardian according to the *lex Iulia et Titia* and the decree of the senate Aurelius] Herminos. Year 2, Pachon 26. Sheet 94, vol. 1.¹

(*Greek*) Translation of the Latin:²

To Valerius Firmus, prefect of Egypt, from [Aurelia Arsinoe. I ask you, my lord, to give me] as guardian according to the *lex Iulia et [Titia]* [Aurelius Herminos. Presented] on the 12th day before the Kalends of June in the consulship of the Emperor Philippus Augustus and Titianus. I, Aurelia Arsinoe daughter of Sarapion, [have presented the petition, requesting that Aurelius Hermi]nos should be appointed my guardian. I, Aurelius Tima[genes (?), son of . . . wrote for her as she is illiterate.³ I, Aurelius Herminos son of Dionysios, consent to the petition. Year 2, Pachon 26.] Unless you have the right to another guardian, [I grant you the guardian] for whom [you ask].

¹ This note indicates the location of this petition in the official archives.

² In Roman law, only Latin was permitted for some types of document; translations were for convenience only.

³ Relatively few women, except of the wealthiest class, were literate; cf. 142, and Ch.6 Sect. II.

141. *Mother recovers widowed daughter's dowry*

P.Coll.Youtie II 67

Oxyrhynchos, AD 260/1

This document records the repayment of a young widow's dowry to her parents by the guardian of the child of the marriage, into whose hands the estate of the child's late father has come. Although the text does not explicitly say so, the first items listed (down to 'five thousand drachmas on account') clearly constituted the *phere*, the dowry proper, as opposed to the supplementary paraphernalia (see p. 313 for this distinction). Thus, contrary to the editor's interpretation, no part of the dowry was kept back to form the child's inheritance (Wolff, 1979; cf. Rowlandson, 1996, 157–8). The parties to the agreement are all members of the wealthiest stratum of Egyptian society (Rowlandson, 1996, 111–12), and the goods enumerated in the receipt amount to about ten talents in value, a sizeable fortune even in the third century.

The widow's father, who would normally have issued this receipt, is not in Oxyrhynchos, having gone to serve as governor of the Hermopolite nome, to the south (the third member of this prominent family to hold that position). His wife Dioskouriaia therefore issues it on his behalf. As the mother of three children she acts without a guardian (see 142), and she undertakes to have her husband confirm

her actions upon his return, or else to stand responsible for them herself, which, as a member of a wealthy Alexandrian family, she no doubt felt able to do with confidence.

Aurelia Dioskouriaina, daughter of Dioskourides, former eutheniarch and councillor of the most illustrious city of the Alexandrians, acting without a guardian by right of children according to Roman law, to Aurelius Menon (?), son of Theon, his mother being Claudia, from the city of the Oxyrhynchites, one of the victors in the sacred games from among the ephebes,¹ guardian of my minor grandson, Aurelius Epimachos, gymnasiarch² of the same city, son of Epimachos and however he was styled, with the agreement of the minor's uncle on his father's side, Aurelius Severus, gymnasiarch and councillor of the same city, greeting. I acknowledge that I have received and recovered from you the things conferred by my husband, Aurelius Spartiates, also called Chairemon, former gymnasiarch and councillor of the same city, upon our mutual daughter, Aurelia Apollonarian, when she was married to the since-deceased father of the minor, in accordance with their marriage contract, all the goods, in full by weight and valuation, which are: of gold, in goods, altogether, by the Oxyrhynchite standard, seventeen minas' weight less one quarter, and a necklace and an earring at valuation of fifteen hundred drachmas; and . . . twenty-seven pounds; and all the clothing at valuation of five thousand drachmas; and also, out of the four talents and two thousand drachmas in silver coin contributed towards the purchase of other dower goods, five thousand drachmas on account; and all the contributed paraphernalia with gold jewellery and clothing and linens and brasses and stoneware in kind, in full; and out of the one talent contributed towards the purchase of slaves, three thousand drachmas on account; and the two slaves contributed by me, Dioskouriaina; all of which shall be bestowed upon the same daughter of mine when she is married to another husband.

And I shall provide that same husband of mine, when he returns from the office of strategos of the Hermopolite nome, which he has taken in hand, either to approve this receipt or to issue another while I recover this one. If he should do neither of these things, you are to have the right of prosecution against me concerning these things, while (the right of prosecution?) remains to both of them, that is, to my husband and to the child, concerning the remainder and all the rights he has according to the contract. Let the text be authoritative, written in triplicate, which you shall publish through the public records office whenever you choose, if my husband either should not approve this receipt or should not issue another receipt, without asking my permission, because I have now approved the future publication by you. Formally questioned by you, I have assented.

Year 1 of Emperors Caesars Titus Fulvius Iunius Macrianus and Titus Fulvius Iunius Quietus, Pii Felices Augusti.

¹ A local title of athletic distinction.

² The magistrate in charge of the gymnasium, where the city's youth were trained in athletics.

142. Mother of three seeks legal independence

P.Oxy. XII 1467 (*BL* VIII 246)

Oxyrhynchos, 15 July AD 263

Aurelia Thaisous alias Lolliane applies to the prefect of Egypt for permission to conduct her affairs without a guardian, on the basis of being the mother of three children (the *ius trium liberorum*), as specified in the Augustan *lex Iulia* and the *lex Papia Poppaea*.¹ For good measure she mentions that she is literate, a legal irrelevancy. The prefect does not explicitly grant the privilege, but he does assure Thaisous that her application will be kept on file. The lively formulation of the petition suggests the value that Thaisous set upon this mark of legal independence.

... [Laws long ago have been made], most eminent prefect, which empower women who are adorned with the right of three children to be mistresses of themselves and act without a guardian in whatever business they transact, especially those who know how to write. Accordingly, as I too enjoy the happy honour of being blessed with children and as I am a literate woman able to write with a high degree of ease, it is with abundant security that I appeal to your highness by this my application with the object of being enabled to accomplish without hindrance whatever business I henceforth transact, and I beg you to keep it without prejudice to my rights in your eminence's office, in order that I may obtain your support and acknowledge my unflinching gratitude. Farewell. I, Aurelia Thaisous also called Lolliane, have sent this for presentation. Year 10, Epeiph 21. (*Annotation*) Your application shall be kept in the [office].

¹ See Arjava (1996), especially 77–8, 119–22. The three did not all have to be still alive for the right to be claimed.

143. Jewish synagogue buys freedom of mother and children

P.Oxy. IX 1205 (*BL* V 78, VI 101, VIII 242)

Oxyrhynchos, AD 291

This remarkable manumission concerns (like 134) a female house-born slave near the end of her reproductive years. But here two children of hers are also set free, suggesting that this is no ordinary case. Other indications support that view: the ransom has been paid by the 'synagogue of the Jews' through two men, one from Palestine. One of the woman's children is named Jacob; the name of the other is lost. However, the description of the guardian of one manumitter as 'astounding'

(*paradoxos*), connecting him with the athletic aristocracy of Oxyrhynchos, suggests that the manumitters were gentiles. It is unclear what occasion brought the Jewish community to discharge its moral obligation to liberate their coreligionists from slavery only when Paramone was forty years old.

Translation of manumission. We, Aurelius . . . of the illustrious and most illustrious city of the Oxyrhynchites, and his sister by the same mother Aurelia . . . daughter of . . . the former *exegetes* and councillor of the same city, with her guardian . . . the astounding . . ., have manumitted and discharged among friends¹ our house-born slave Paramone, age 40 years, and her children . . . with a scar on the neck, age 10 years, and Jacob, age 4 years, . . . from all the rights and powers of the owner: fourteen talents of silver having been paid to us for the manumission and discharge by the synagogue of the Jews through Aurelius Dioskoros . . . and Aurelius Justus, councillor of Ono in Syrian Palestine,² father of the synagogue . . . And, the question being put, we have acknowledged that we have manumitted and discharged them, and that for the above manumission and discharge of them we have been paid the above-mentioned money, and that we have no rights at all and no powers over them from the present day, because we have been paid and have received for them the above-mentioned money, once and for all, through Aurelius Dioskoros and Aurelius Justus. Transacted in the illustrious and most illustrious city of Oxyrhynchos . . . in the second consulship of Tiberianus and the first of Dion, year 7 of Emperor Caesar Gaius Aurelius Valerius Diocletianus and year 6 of Emperor Caesar Marcus Aurelius Valerius Maximianus, Germanici Maximi Pii Felices Augusti, Pharmouthi . . . nineteenth day.

. . . Paramone and her children . . . and Jacob . . . (I witness) the agreement as stated above. I, Aurelius . . . (wrote for him) as he is illiterate. Aurelius Theon also called . . . of the money . . . rights . . . of Dioskoros . . . Justus . . . the (talents) of silver . . . manumit . . . illiterate.

¹ Latin *inter amicos*, an informal mode of manumission.

² A city in the region of Lydda, inland from the Levantine coastal city of Joppa.

144. Woman claims her due from parents' slave

P.Oxy.Hels. 26 (BL VIII 274)

Oxyrhynchos, 13 June AD 296

This petition records a woman's complaint about the failure of a man, who she says is her slave, to pay her an *apophora* (contribution). The slave was part of her inheritance, jointly with her sister, from their parents. Despite Tapammon's terminology, however, it is likely that the 'slave' had been manumitted by the will. Freedmen did typically have duties toward their patrons, and the dispute here probably concerned just what was due to Tapammon.

It is interesting that, although Tapammon claims the right to act without a

guardian by virtue of the *ius liberorum* (cf. 142), she uses a male intermediary in filing this complaint (see also 145). The right to act independently was no doubt worth recording, even if Tapammon found it practically desirable to have Sarapiades act on her behalf.¹

In the consulship of our lords the Emperor Diocletian Augustus for the 6th time and Constantius the most noble Caesar for the 2nd.

To Aurelii Dionysios also called Apollonios and Demetrianos son of Ploution, both former gymnasiarchs and councillors of the illustrious and most illustrious city of the Oxyrhynchites, the most distinguished *nyktostrategoï*,² from Aurelia Tapammon daughter of Thonios and Allous from the same city, acting without a guardian in virtue of her children, through her foster father Aurelius Sarapiades son of Didymos also called Hierax, from the same city. I own by inheritance from my parents along with my sister Dioskouriaina a slave whose name is Sarmates, house-born from the slave woman Thaeasis. And from the time of the death of my parents he supplies us with his contribution. But now he absents himself, will not stay in our service, and will not provide us with any contribution, with what object I do not know. Therefore, since I cannot endure the insolence of a household slave, I present this written petition requesting that through your care the slave may be compelled to pay the contribution he owes and that it may be arranged (?) that he should stay in our service.

Year 12 and 11 of our lords the Emperors Diocletian and Maximian Augusti and year 4 of Constantius and Maximian the most noble Caesars, Pauni 19. Aurelia Tapammon has presented through me, Aurelius Sarapiades. I, Aurelius Ischyriion, wrote it for her.

¹ For the practice of male relatives representing women who enjoyed the *ius liberorum*, see generally Beaucamp (1992), 193–267.

² City officials in charge of law and order.

IV Freedom and responsibility in developed Roman society

Despite restrictions on women's private-law independence in both Greek customary and Roman civil law, the papyri create a sense of growing extension of women's freedom in both the private and the public spheres as the Roman passes into the late Roman period (Bagnall, 1993a, ch. 5). This freedom was furthered by the 'right of three children' that became available to some Roman-citizen wives from the time of Augustus onward (see preceding section), but went beyond it. The third to the sixth centuries provide examples of some extraordinarily 'high-class' and wealthy female landlords (151; 5.174–5, 179, 192–3). Women possessed wide proprietary powers in disposing of their property after death (145–8), and neither Christian

doctrine nor imperial legislation appear in practice to have curtailed their grounds for divorce (154, 156; Clark, 1993, 17–27; Evans Grubbs, 1995).

The government's growing financial and liturgical pressures on wealthy families drew women closer to public spheres of activity (cf. van Bremen, 1996). Women did not serve the government in person, but came to do so in name (150), while the liability of their property to government claims upon that of their male kinsmen became for them a matter of no small concern (149).

With added legal freedom and public responsibility came greater personal protection. Marriage contracts, earlier almost exclusively concerned with property arrangements, now included more elaborate specification of marital duties, enshrining the woman's right to proper treatment in marriage, perhaps because this could no longer be taken for granted (155; cf. 157, and by implication, 152–4). Men continued to assist at the business dealings of their daughters, sisters, and wives; and fathers, then as now, were concerned that their daughters be well treated by their husbands (especially 152). Similarly paternalistic concerns were formulated by the emperor Justinian himself.¹ If the financial entanglements and disentanglements of marriages and divorces remained a focus of the law, the ethical notions of respect and love between marriage partners and of marriage as intended for the procreation of children also found their expression.

¹ Clark (1993), 58, citing a law of AD 531, and *passim*. On the theme of women's frailty see Beaucamp (1994).

145. Woman names daughter heir, blasts daughter-in-law

P.Lips. 29

Hermopolis, AD 295

This 'Greek testament' illustrates the persistence of Greek testamentary practices for generations after Caracalla's grant of universal Roman citizenship of 212.¹ Aurelia Eustorgis addresses her will to her adult daughter, making her sole heir to Eustorgis' estate. Eustorgis is at pains to make clear that the widow of her late son Sarmates has no claim against the estate and is to receive nothing from it. Sarmates' death appears to have been recent, to judge from the reference to 'the care of his corpse', and there is at least one large sum receivable by his estate. Eustorgis appears to have been Sarmates' heir, perhaps by intestacy. Clearly Tameis, the daughter-in-law, had pursued her claims with vigour and (in her mother-in-law's view) rapacity.

[Aurelia Eustorgis . . . with a scar on her] left [. . .], styling herself as without guardian by the *ius liberorum* [according to Roman custom], [registered in] the most brilliant city of Hermopolis in the West Fort District, with the assistance² of [Aurelius] Triadelphos, [son of Hermophilos, registered in the] West City District, to my own daughter, Aurelia Hyperechion also called Ammonarion, [greetings].

May I have good health and [benefit from] our property; but if (may it not happen!) some mortal event should come upon me, which I wish may not happen, I appoint you as sole heir according to all the laws so that you may be fully empowered to go wherever you wish, inasmuch as you have become of legal age. On account of this reason, I have devolved upon you all my property through this Greek testament, being of sound intention and mind. For suspecting that a mortal illness has come upon me, but being of sound intention and mind, I have drawn up this my will so that it may not be possible for anyone to go against my dispositions, and so that Aurelia Tameis, the former wife of my deceased son, Sarmates, may <not> enter our house, which is in the West Fort District, nor meddle with any property that belongs to me or to him, my deceased son, on the grounds of the care of his corpse, you my above-described daughter and heir being self-sufficient with our and Sarmates' friends. For I, too, though independent, have suffered at her hands, as a result of which I do not wish her to inherit any of our [property], especially since she has no claim against me or against my deceased son, pursuant to her declaration to me in a third written quit-claim that she had been paid in full for the property of hers which she alleged our son had. I wish you to know, that of what was owed to my same son [by] NN, gymnasiarch of Alexandria, for the price of linen, twelve talents of new silver, he had delivered to me only one (talent) . . . and of Theban (wine) one hundred *knidia*,³ with respect to your pursuing him at law concerning the balance owed me by him. The Greek testament, which I have issued to you in double copy, is valid as if deposited in a public archive, and having been asked the formal question, of sound intention and mind, I have agreed. Year 11 and 10 of our lords Diocletian and Maximian, Augusti, and year 3 of our lords Constantius and Maximian, the most glorious Caesars, in the consulship of Nummius Tuscus and Annius Anullinus, the most excellent. (*2nd hand*) I, Aurelia Eustorgis, have made this testament as stated above. I, Aurelius Triadelphos, son of Hermophilos, am present with her and have written on her behalf as she is illiterate.

¹ The requirement for Roman wills to be in Latin, and to follow a strict formula (see 139) posed such problems for the new Roman citizens of the eastern empire that Severus Alexander relaxed the regulations, acknowledging the validity of wills written in Greek and employing customary Greek wording; see Rowlandson (1996), 140.

² See 144 for men assisting women who possess the *ius liberorum*.

³ A measure.

146. *Woman names mother heir, leaves legacy to husband*

P.Princ. II 38 (*BL* III 149)

Hermopolis, c. AD 264

Though fragmentary, the will preserves several key elements of the standard Roman will. The testator names an heir (her mother, Aurelia Asklatarion); she disinherits

all others; she grants the heir the standard hundred-day period for pronouncing formal acceptance of the inheritance (*cretio*, see Gaius, *Institutes* 2.170). The 'days of distinction' that are mentioned are the days of special mourning following the death of the testator. Finally, Serenilla leaves a legacy to her husband of several parcels of land.

The disinheriting was probably not motivated by hostility (Champlin, 1991, 107ff., esp. 110–11). Since no secondary heirs are named, Serenilla was evidently willing to let her estate pass to her other heirs by the rules of intestate succession if her mother predeceased her. Note that Serenilla has two guardians: her husband as *kyrios* (by Greek tradition) and a *curator (minoris)*, required by Roman law from the early third century onward for girls aged aged between 12 and 25 (see Arjava, 1996, 114–15, 120).

Aurelia Serenilla also called Demetria, daughter of Philippianos also called Kopreus, former councillor of Hermopolis the Great, ancient and most brilliant (city), with her guardian (*kyrios*) Aurelius Hermeinos also called Achilleus, son of Eudaimon, *eutheniarch*¹ of the said Hermopolis, and her *curator* Aurelius Valerius Longus, [veter]an from the same Hermopolis, has made a will and has pronounced it for commitment to writing:

'Let Aurelia Asklatarion alias Koprilla,² my mother, be my heir. Let my other (family members)³ be disinherited. Let her enter upon my inheritance within my 100 days of distinction, when she learns of it and can bear witness that she is my heir. To Aurelius Achilleus also called Hermeinos, *kosmetes*,⁴ my husband, I leave in the vicinity of Ibion Peteaphthi *machimos*-assignment land⁵ from the allotment of Naubes, of those arouras which I hold in one parcel . . . five arouras, and near the same village from the . . . which I have in partnership with Aline, three arouras . . .'

(*The land provisions become increasingly damaged. Serenilla's curator and a house are mentioned in later lines, but no connected sense is possible.*)

¹ A civic official responsible for the food supply.

² The alias Koprilla is, like the father's alias Kopreus, derived from the Greek word for dung. For these names see Pomeroy (1986), Hobson (1989), 163–4.

³ The first edition read 'sons' here, corrected by Wilcken (see *BL* III 149); Champlin (1991), 110 n. 28 cites it without knowledge of Wilcken's correction.

⁴ An official of the gymnasium (of Hermopolis).

⁵ A land category term deriving from the Ptolemaic period.

147. Woman gives house to daughter, provides for funeral

SB VIII 9642(1) (*BL* VII 213–4, VIII 353)

Tebtynis, c. AD 112

An alternative to disposition of property by will was the document type called *donatio mortis causa*, a gift effective upon the death of the giver (cf. 5.217, and 148 for a *donatio*

in a very different form). One-third of the surviving agreements of this type were made by women, a much higher share than of formal wills (see *P.Mert.* III 105A). The use of this legal form for the transmission of property allows the giver to separate this transaction from the disposition of the rest of the estate (avoiding any threat that might be caused by the failure of the will) and to attach conditions to the gift (here, care after death). In this document, Tamystha, a fifty-year-old woman, gives her half-share of a house in the village of Talei, together with its contents, to her daughter. Tamystha retains the use of the house for the remainder of her life, and Taorsenouphis' receipt of the house is conditional upon her payment of twenty drachmas to her brother Heron and to her provision of a proper burial for her mother. It is not said if the twenty drachmas for Heron are his sole share of the estate. It is entirely possible that Tamystha has landed property disposed of by another *donatio mortis causa* or through a will, and that Heron has received or will receive a portion (even a majority) of this. The usual six witnesses attest to the deed of gift.

[Tamystha, daughter of Apollonios (son of Herakleides) and Thenpetenouphis, from the village of Talei, with as guardian] her brother on both her father's and her mother's side, Satabous, about fifty years old, with a scar on his left hand, [acknowledges] that she, the acknowledging party Tamystha, has agreed that after her death there shall belong to her daughter Taorsenouphis, born to her from her deceased husband, Sabion, son of Heron, the share that belongs to her of an old house and courtyard, amounting in all to one-half, purchased from Ptolemais and Didis and Ta . . . and held in common and undivided, with all the appurtenances, in the aforesaid village of Talei, of which the neighbours and the other rights are set forth in the contracts relating to it; and also the furniture which shall be left by the same Tamystha and the utensils and the household gear and clothing and sums due her of any kind whatsoever, on condition that Taorsenouphis shall provide a fitting funeral and laying out for her mother Tamystha, and shall give to her brother, Heron, the twenty drachmas of silver which their mother Tamystha agrees has been given to him. For as long as she lives the acknowledging party, Tamystha, shall have complete power with respect to the possessions that are the subject of this agreement, to administer them as she wishes.

The subscriber is Ischyriion, son of Ischyriion, about 26(?) years old, with a scar on his left knee. The witnesses are Eutychos, son of Areios, about 62 years old, with a scar in mid-forehead; Sagathes, son of Areios, about 39(?) years old, with a scar on his right shin; Ptollarion, son of Eutychos, about . . . years old, with a scar on his left eyebrow; Pakebkis, son of Psoiphis, about 42 years old, with a scar on his right eyebrow; Onnophris, son of Panesis, about 21(?) years old, with a scar on his right calf; Psenkebkis, son of Pakebkis, about 4[.]? years old, with a scar on his right eyebrow.

I, Tamystha, daughter of Apollonios son of Herakleides, my mother being Thenpetenouphis, acknowledge that I have agreed that after my death there shall belong to my daughter Taorsenouphis the half share of the house and

court and the property that shall be left by me, and I agree to the other stipulations as aforesaid. Ischyriion, son of Ischyriion, wrote for them because they are illiterate.

I, Eutychos, son of Areios, bear witness as aforesaid.

I, Sagathes, son of Areios, bear witness as aforesaid.

I, Pttollarion, son of Eutychos, bear witness as aforesaid.

I, Pakebkis, son of Psoiphos, bear witness as aforesaid.

I, Onnophris, son of Panesis, bear witness as aforesaid.

I, Psenkebkis, son of Pakebkis, bear witness as aforesaid.

Registered through Lourios, who has charge of the registry office at Tebtynis.

148. A woman divides her property between her husband and son

PDiog. 11-12

Ptolemais Euergetis, AD 213

This document, in which a woman arranges for the distribution of her property after her death, is curious in form and remarkable in contents. Technically it must be considered a *donatio mortis causa*, like 147, a document not meeting the specifications to be considered a will but taking effect at death with retroactive force. It is, however, not written in the formulary typical of such texts, but in an idiosyncratic formula, and lacks registration at the public record office. The document is drawn up shortly after Caracalla's grant of universal Roman citizenship, but Isidora does not yet bear the name Aurelia nor does the document show any signs of Roman legal practice.

These irregularities may be the result of the situation in which it was written. Isidora was the second wife of Marcus Lucretius Diogenes, and the pair had been married less than four years, how much less we do not know. With an infant son whose nurse is specifically provided for, she may well (as the editor speculates) have died shortly after childbirth, certainly very young. This may therefore represent an informal testament drawn up with Isidora on her deathbed, drawing on the family members and friends within easy reach as witnesses rather than the usual group of outsiders to the family circle.

Year twenty-two of Emperor Caesar Marcus Aurelius Severus Antoninus Parthicus Maximus Bretannicus Maximus Germanicus Maximus Pius Augustus, in the month of Hadrianos, in Ptolemais Euergetis of the Arsinoite nome. I, Isidora daughter of Ptolemaios, from the *metropolis* of the Arsinoite nome, from the quarter of the Sacred Gate, with as guardian my husband Marcus Lucretius Diogenes, Antinoite,¹ and however else he is named, having established a division of my property, have allotted to my son Isidoros, on the day before my death, any fields and buildings and gold objects and clothing belonging to me . . . which I have according to the

agreement (of my marriage) made with my husband Lucretius Diogenes, with the exception of my two slaves and 500 drachmas of silver. These I confer upon my husband, Lucretius Diogenes. I do not wish him to reclaim my two slaves, nor the 500 drachmas, since I have allotted them to him in advance. I have a pair of gold bracelets weighing 2 minas, and a pair of arm-bands weighing 3 minas, and likewise other objects of gold weighing 5 quarters, and clothing and bronze objects. I have bequeathed all these to my son. I have bequeathed the pair of gold bracelets to be sold and the proceeds to pay for my funeral. Let my mother Harpokratiaina and my husband Lucretius Diogenes, father of my son, take charge of my son and provide to his nurse support on his behalf from all my possessions. I have bequeathed all these things in the presence of Sarapammon son of Valerius, lessee of the six-witness (document?)² for the village of Philadelphia, and of my mother Harpokratiaina and of my sister NN and of Aurelius Egnatius son of Apollinarios and my aforesaid guardian and husband Lucretius Diogenes and Marcus Aurelius Serenus. The division is authoritative.

I, Isidora daughter of Ptolemaios, have bequeathed to my son the aforesaid (possessions) through the aforesaid witnesses as aforesaid. I, Marcus Lucretius Diogenes her husband and guardian, wrote for my wife Isidora because she is illiterate, and I was present at the division.

I, Sarapammon, lessee of the village of Philadelphia, wrote the division as aforesaid.

¹ See 3.106.

² A term not found elsewhere; Sarapammon evidently leased a government contract allowing him a monopoly on the drawing up of these formal documents in his village.

149. **Woman burdened by responsibility for unproductive public land**

P.Oxy. VI 899 (*BL* I 328, III 133, IV 60, VI 99, VII 132, VIII 238)
Oxyrhynchos, AD 200

This long and complex document is part of a petition from Apollonarios to the strategos of the Oxyrhynchite nome, seeking relief from the responsibility for a quantity of public land imposed upon her. (The Roman government sought to protect its tax revenues by assigning unwanted public land to solvent individuals, who had at least to pay the taxes on it, whether they cultivated it or not: see Rowlandson, 1996, 88–92.)

The case appears to have proceeded from an original petition (surviving in sections 1–3) of Apollonarios to the *dioiketes* (a financial official of the province), which quoted decisions of earlier governors of Egypt supporting the principle that women should not be burdened with compulsory cultivation of land (sections 2–3). The *dioiketes'* favourable decision (now lost) was communicated by the then acting strategos to the local officials (embedded in section 4), but evidently this did not

have sufficient effect, and Apollonarion petitioned the *dioiketes* again. This petition is partly surviving in sections 4 and 5, partly lost; the *dioiketes*' favourable response is also lost. Apollonarion then wrote the present document (incorporating all these earlier ones) to the new strategos to ask him to order the local officials to co-operate (section 6).

The basis for the rulings exempting women is nowhere clearly stated. Apollonarion describes herself as 'a woman without a husband or helper', and both the perceived vulnerability of women to mistreatment in business affairs and their assumed inability to carry out the physical labour of cultivation are likely to have led to the official decision. But the large size of Apollonarion's compulsory assignment (undoubtedly in excess of two hundred arouras) suggests that she possessed enormous landed wealth; compulsory assignments were usually proportionate to, but only a small fraction of, a person's total landholding. Her protestations of bankruptcy are therefore probably rather overstated.

(1) [To his highness the *dioiketes* Flavius Studiosus, from Ap]ollonarion also called [Aristandra, daughter of Aristandros, her mother being Di]dyme daughter of [. . . of Oxyrhynchos] city. [(Two very fragmentary lines) . . . I cultivate . . .] 20 arouras near the *metropolis*, . . . arouras near Chysis in the pastures of Dionysias, and . . . arouras near . . . and 110 arouras near Ision Panga, and 38½ arouras near Seryphis, and . . . arouras near Senekeleu and Ke. . . As long as I had the power I cultivated these and [paid . . .] the taxes, but since it has befallen me as the result both of the extra levies ordained . . . by his excellency the prefect Aemilius Saturninus and of other causes and . . . to have perforce spent nearly the entire year on them, not only being hard pressed . . . but also in consequence [having sacrificed?] both my household stock, my personal ornaments, and . . . and a large quantity of other property worth a considerable amount for quite a small sum . . . I am hence reduced to extreme poverty. For which reason, in order that I may not become a wanderer . . . as I have only . . . to live on, I present this petition, and beg you [to take pity on] what has befallen me, and to release me from the cultivation of the aforesaid [lands, and to write to] the strategos of the Oxyrhynchite nome instructions that the official in each village shall provide for the cultivation being performed [by others]; for men are the persons suitable for undertaking the cultivation, as you yourself, my lord, know . . . owing to your innate kindness, I have appended . . . in order that I may be completely benefited through you. Farewell.

(2) Year 18 of the deified Aelius Antoninus (*Pius*=AD 154), Th[oth . . . , in the case of . . .]etis daughter of Ptollion: Saturninos, advocate, said, 'Ptollion the father of my client was [during his lifetime?] appointed [to cultivate] crown and public land near the villages of Bousiris, Thinteris, and . . . in the Herakleopolite nome. He died leaving her as his heir, and since the village scribes of these villages are, contrary to the regulations forbidding

this, imposing her father's assignment upon her, and it has been decided by prefects and epistrategoi from time to time that women are not to be forced to undertake this duty, she too requests, citing these judgements, that she may be released from the assignment, which pertains only to men.'

(3) Parmenion said, 'Let the judgements upon such cases be read.' There was read . . . a decree of Tiberius Alexander in the 2nd year of Galba (*AD 68/9*), forbidding women to be made cultivators, . . . and (a decision of) Valerius Eudaimon the prefect to the same effect in the 5th year of Antoninus (*141/2*), . . . and another of Minicius Corellianus, epistrategos in the 10th year of Antoninus Caesar the lord (*146/7*); whereupon Parmenion said, 'In accordance with the judgements read out, Tathun[. . . should be] released from the cultivation . . ., and . . . other cultivators be appointed in her stead for the land.' I, Apolloniarion also called Aristandra, have presented the petition. Signed, the 7th year, Phamenoth 6 (*2 March 199*).

(4) So far the copy of the letter and the petition; acting in conformity with which the royal scribe of the nome and deputy strategos Ammonianos wrote instructions to the officials of the villages where the lands are situated as follows: 'Ammonianos, royal scribe and deputy strategos, to the village scribe of Chysis and those of the other villages. I send you a copy of the petition presented to me by Apolloniarion also called Aristandra, to which is joined a letter of his highness the *áioiketes*, and also a petition concerning the cultivation for which she declared herself not to be liable, in order that you may, in accordance with the judgements on the subject, hold an inquiry and report to me. Signed, the 7th year, Pachon 27 (*22 May 199*).'

(5) The transfer of obligation to other cultivators ought accordingly to take place in conformity with your letter, and the rents should be exacted from those who have been cultivators; I therefore entreat you, if it please your Fortune, to order that stricter instructions be written to the present strategos of the nome to compel the officials to make the transfer in accordance with the orders they received, and the collectors to exact the dues from the replacement cultivators of the land, and not to harass me, a woman without a husband or helper, following your previous instructions in this matter, that I may obtain relief. Farewell. Presented by me, Apolloniarion also called Aristandra. Year 8, Tybi 1[.] (*6-15 January 200*). Signed. Signed by me Aufidius Ammonios.

(6) Thus far the petition, the list, and the letter; in accordance with which I entreat you to instruct the local officials to make the transfer of obligation as I requested, and the collectors to exact the dues from the proper persons. Year 9, Thoth 1. I, Apolloniarion also called Aristandra, daughter of Aristandros,

have presented (this). I, Cornelius son of Pekysis, have been appointed her guardian. I, . . . assistant, have brought the petition. Year 9, Thoth 1 (29 August 200).

150. A wealthy woman serves the public

P.Oxy. xxxvi 2780 (*BL* VII 153, VIII 262)

Oxyrhynchos, 16 July AD 553

The late Roman state only increased the pressure on well-to-do landowners to discharge public duties. Most civic offices were discharged by wealthy men at their own expense. It may seem paradoxical that the richest and most powerful residents of the empire accepted a system that placed on them great burdens and risks, but they gained thereby low basic rates of taxation and the political and social power that went with their visible control of public functions.

These burdens rested essentially on the family property, but they were normally discharged by the family's adult male members, regardless of in whose name the property was registered, a significant part of it often in women's names in fact. Occasionally, however, a woman held the public offices, perhaps because her house had no eligible male at the time (cf. Lewis, 1990). Such is Flavia Gabriela, a very high-ranking woman holding at once all the principal civic offices: *logistes*, *prohedros*, and father of the city. It is unlikely that she actually carried out public business, but her property in effect bore the responsibility for any shortfalls in the revenues and expenses for which those offices were liable. In this document Gabriela receives the acknowledgement of a water-supplier for the public bath of the city for receipt of his salary for the first portion of the year about to begin.

Year 27 of the reign of our most god-like and pious master Flavius Iustinianus, the eternal Augustus and Emperor, and in the 12th year after the consulship of Flavius Basilius the most illustrious, Epeiph 22 of the 1st indiction in the city of the Oxyrhynchites. To Flavia Gabriela, the most honourable and magnificent patrician, who obtained the offices of *logistes* and *prohedros* and father of the city of this illustrious city of the Oxyrhynchites, on behalf of the House of Timagenes of noble memory for the fortunate *logisteia*¹ of the second indiction through you, the worshipful Christophoros, her deputy, Aurelius Timotheos, water-supplier of the public bath of the same city, son of Paulos. I agree that I have received from your honour now already on account of my salary for the first instalment of the fortunate *logisteia* of the 2nd indiction 2 gold solidi on private standard otherwise . . . through the most admirable John, your honour's weigher, total 2 gold solidi on private standard, and for the security of your honour I have made this declaration to you, which is valid written as a single copy and in reply to the formal question I gave my assent. I, Aurelius Timotheos, son of Paulos, the aforesaid, have made this declaration having received the said 2 solidi on private standard on account of my salary for the first instal-

ment of the *logisteia* of the 2nd indiction and all is satisfactory to me as written above. I, . . . son of . . . wrote for him on request as he is illiterate. Completed by me, Justus, deacon.

¹ The term of office of the *logistes*, lasting one year.

151. **Wealthy woman caught in cash squeeze**

PSI 1 76

Alexandria, AD 572 or 573

This affidavit, drawn up in duplicate by Flavia Christodote for signature by the *defensor civitatis*¹ of Alexandria, sets out her claims against Flavius Eustathios, an Alexandrian banker. Christodote, though wealthy in land, had considerable debts and was hard-pressed by creditors. She was, in turn, owed a considerable sum by her brother, Kometos. Kometos arranged for Eustathios to pay Christodote on his behalf, in effect refinancing his obligations through the banker. But Eustathios failed to pay on the agreed-upon date. The surviving copies were not in fact submitted to the *defensor*, and we do not know if other copies were. The affidavit, though clear enough in itself, omits key information about the case (where was Kometos, and what was he doing? Who were Christodote's creditors?), and the outcome of events is entirely unknown. On this text, see further Keenan (1978).

The sum at stake here, sixty-one pounds of gold, is enormous by the standards even of the wealthiest families of the Egyptian countryside (Christodote lived in Oxyrhynchos), something like 1500 times the annual income required to support a family in modest comfort. Even if it amounted to the entire value of her property (which is doubtful), Christodote was a multimillionaire. The rhetorical force of the document certainly shows that she both operated with confidence in the higher levels of finance and employed top-quality lawyers to present her case.

In the reign of our most divine and most august ruler, Flavius Justinus, the eternal Augustus and Emperor . . .

I, Flavia Christodote, with God, illustrious daughter of John of glorious memory, deceased patrician, give affidavit to you, Flavius Eustathios, the most brilliant count and banker, concerning the matters set forth below.

The good faith of contracts, when preserved, places those who execute them in praise and preserves in purity the disposition of those who have made the contracts; in precisely the same manner, when trampled, it assuredly produces the opposite results. So then, Your Magnificence recalls that It² reached settlement with me in writing concerning my most renowned brother, the lord Kometos, for sixty-one pounds of gold, with the total interest on them [for repayment] within an agreed-upon term day, and (behold!) the term day passed by and It did not satisfy the terms of Its agreement, so that I therefore am prepared in the future to go to the queen of cities and to obtain my rights through the blessed and justifacient Crown. For I have a case (?) against no one but your Brilliancy which on behalf of

my aforementioned most renowned brother entered into the settlement with me for the same sixty-one pounds of gold. The fact that I am wrestling with debts and am hourly harassed by my creditors is known to all; but in addition, the real property left behind for me in the (province) of Arcadians, from which I derive my essential nourishment, is under the circumstances about to be handed over to my creditors, so that the consequent damage focuses on Your Brilliancy which till now has not furnished me with what is owed to me by It, so that I might be able to free myself from my creditors.

Therefore, whether as a result of this culpability some damage may grate against me and I shall be in jeopardy with respect to the real property left behind for me in the (city) of (the) Oxyrhynchites, or whether I shall incur expenses by reason of my living away from home, these I intend to demand back from Your Brilliancy which is unwilling without litigation to make satisfaction to me for Its agreement. Therefore, in order to remove every plea and so that Your Brilliancy may know that as a result of Its procrastination It is liable to me both for the expenses that naturally occur to me because of your delaying and for those that are about to be taken from my estate by my creditors because of my inability to pay my debts, amounts equivalent to what I have not received from Your Brilliancy, those agreed upon by It for me in behalf of my most renowned brother, therefore I have utilised the present affidavit, sent to It through the most eloquent *defensor* of the (city) of (the) Alexandrians, with my subscription and His Eloquence's, a copy of which I have retained in my possession for my own protection with the aforementioned most eloquent defensor's signature. And I beg It by the Holy and Consubstantial Trinity and the victory and safety of our gloriously triumphant rulers, Flavius Justinus, the eternal Augustus, greatest benefactor and emperor, and Aelia Sophia, our most august empress, not to depart from the (city) of (the) Alexandrians until It makes satisfaction to me for the gold that was agreed upon for me by It, as mentioned above.

¹ A municipal official, concerned with justice.

² Use of the third person form of address (It = Your Magnificence = you) is characteristic of the floridly polite late antique style.

152. Father ends daughter's marriage to 'lawless' husband

P.Oxy. I 129

Oxyrhynchos, sixth century AD

This document, in which a father removes his daughter from her husband (cf. 138) because of his behaviour, illustrates both how the woman's interest is protected by her father, and the expectation that a woman be properly treated in a marriage (see also 154). The habitual formalism of Byzantine use of honorific titles produces the

irony that the doer of 'lawless deeds' is addressed as 'my most honourable son-in-law'. Another copy of the document, which does not survive, was kept by the father.

... eleventh indiction. I, John, father of Euphemia, my daughter subject to my power¹, do send this present deed of separation and dissolution to you, Phoibammon, my most honourable son-in-law, by the hand of the most illustrious *defensor*² Anastasios of this city of the Oxyrhynchites. It is in substance as follows: 'For since it has come to my ears that you are giving yourself over to lawless deeds, which are pleasing neither to God nor to man, and are not fit to be put into writing, I thought it well that the marriage between you and her, my daughter Euphemia, should be dissolved, seeing that, as is aforesaid, I have heard that you are giving yourself over to lawless deeds and that I wish my daughter to lead a peaceful and quiet life. I therefore send you the present deed of dissolution of the marriage between you and my daughter Euphemia, by the hand of the most illustrious *defensor* aforesaid with my own signature, and I have taken a copy of this document, subscribed in the hand of the said most illustrious *defensor*. Wherefore for the security of the said Euphemia my daughter I send you this deed of separation and dissolution written on the 11th day of the month Epeiph in the eleventh indiction.'

I, John, the aforesaid, father of Euphemia, my daughter, send the present deed of separation and dissolution to you, Phoibammon, my most honourable son-in-law, as is above written.

¹ I.e. still under *patria potestas*.

² See 151, note 1.

153. *Woman complains of violent and abusive husband*

P.Oxy. VI 903 (*BL* III 133)

Oxyrhynchos, fourth–fifth century AD

This remarkable affidavit lacking all indication of date, use, or addressee shows the seamy side of a marriage that began, in traditional Egyptian fashion, without written documentation and was provided with contractual support only after some time. The parties, owners of a number of slaves, were both clearly well-to-do landowners. Their slaves found themselves caught in the middle of bitter domestic strife. Among notable elements in the woman's description of events are: the role of the bishops as mediators, her reliance on her husband to regulate her tax payments to the state, and the constant violence of the husband's treatment of slaves.

Concerning all the insults uttered by him against me. He shut up his own slaves and mine together with my foster-daughters and his overseer and his son for seven whole days in his cellars, having insulted his slaves and my slave

Zoe and almost killed them with blows, and he applied fire to my foster-daughters, having stripped them completely naked, which is contrary to the laws; and, saying to the same foster-daughters, 'Give up all that is hers', they said, 'She has nothing with us'; and, saying to the slaves as they were being beaten, 'What did she take from my house?' they said under torture, 'She has taken nothing of yours, but all your property is safe.' Zoilos went to see him because he had shut up his foster-son, and he said to him, 'Have you come on account of your foster-son or of such a woman, to talk about her?' And he swore in the presence of the bishops and of his own brothers, 'In future I will not hide all my keys from her' (he trusted his own slaves but he did not trust me);¹ 'I will stop and not insult her.' And a marriage contract was made, and after these agreements and the oaths he again hid his keys from me; and when I had gone out to the church on the sabbath,² he had the outside doors shut on me, saying, 'Why did you go to the church?' and speaking many terms of abuse into my face and through his nose; and concerning the 100 artabas of wheat due to the state on my account, he paid nothing, not a single artaba. Having got control of the books, he shut them up saying, 'Pay the price of the hundred artabas', having himself paid nothing, as I said previously; and he said to his slaves, 'Provide helpers, to shut her up also.' Choous his assistant was taken off to prison, and Euthalamos gave security for him which was not enough. So I took a bit more and gave it for the said Choous. When I met him at Antinoopolis³ having my bathing-bag(?) with my ornaments, he said to me, 'Anything you have with you, I shall take because of the security which you gave to my assistant Choous for his dues to the state.' His mother will bear witness to all this. He also persistently vexed my soul about his slave Anilla, both at Antinoopolis and here, saying 'Send away this slave, for she knows how much she has got possession of', probably wanting to get me involved, and on this pretext to take away anything I have myself. But I refused to send her away. And he kept saying, 'After a month I will take a courtesan for myself.' God knows this is true.

¹ This sentence is inserted between the lines.

² I.e. Saturday.

³ The couple perhaps had property at Antinoopolis, or some other reason for spending time there as well at Oxyrhynchos.

154. A turbulent marriage to violent husband ends in divorce

P.Oxy. L 3581

Oxyrhynchos, fourth–fifth century AD

Like the preceding affidavit, this petition recounts a troubled relationship that began without legal formalities, hit difficulties, was patched back up with mediation by clergy, was provided with contractual sanctions for misbehaviour, and in the end

collapsed again. Here, the husband's violence is against the wife; indeed, she claims that their original union was unwilling on her part. The most outrageous part of the husband's deeds, however, is his endangerment of the wife by his behaviour toward soldiers billeted in their house and his persistent involvement with another woman, which the complainant here describes virtually as bigamy. The wife has already sent him a divorce notice, without much effect. Although it is difficult to disentangle the course of events from the sensationalist and ex parte narrative presented in this petition, it is clear that the petitioner (who signed the subscription herself) seeks financial redress.

The mention of unilateral repudiation of the husband by the wife is of great interest, because most evidence for divorce in this period concerns separation by mutual agreement. The lack of a date, however, makes it difficult to correlate this repudiation with the history of imperial legislation on divorce.

[To Flavius] Marcellus, tribune and officer in charge of the peace, from Aurelia Attiaina from the city of the Oxyrhynchites. A certain Paul, coming from the same city, behaving recklessly, carried me off by force and compulsion and cohabited with me in marriage . . . a female child by him . . . taking [him] into our house . . . his objectionable course of action and all my property . . . leaving me, with my infant daughter too, in . . . he cohabited with another woman and left me bereft. And after a time he again beguiled me through priests (*presbyteroi*) until I again took him into our house, stating in writing for me that the marriage was abiding and that if he wished to indulge in the same objectionable behaviour he would pay a fine of two ounces of gold, and his father stood surety in writing for him. And when I took him into our house, he tried to behave in a way that was worse than his first misdeeds, scorning my orphan state, not only in that he wrought devastation in my house but also, when soldiers were billeted in my house, he robbed them and ran away, and I endured insults and punishments to within an inch of my life. So, concerned not to run such risks again on his account, I sent him through the *tabularius*¹ a deed of divorce through the *tabularius* of the city, in accordance with imperial law. Again behaving recklessly, and having his woman in his house, he brought with him a crowd of lawless men and carried me off and shut me up in his house for <not?> a few days, and when I became pregnant, he again left me and cohabited with his same so-called wife; and now he tells me he will stir up malice against me. Wherefore I appeal to my lord's Staunchness to order him to appear in court and to have exacted from him, in accordance with his written agreement, the two ounces of gold and whatever damages I suffered on his account, and for him to be punished for his outrages against me. I, Aurelia Attiaina, presented this.

¹ A tax official, who also acted (as here) as a private notary.

155. Proper behaviour in marriage

P.Cair.Masp. III 67310 + *P.Lond.* V 1711

Antinoopolis, AD 566–73

This marriage contract is unusual in form, drawn up after consummation of the marriage it legitimises. It is an acknowledgement of indebtedness on the husband's part, possibly cloaking a gift to his new wife whose virginity has by experience been found intact (cf. 158).¹ Corrections and above-the-line additions, and the absence of names and signatures, indicate that this text is a draft or model. The actual marriage contract composed on its basis has survived in *P.Lond.* V 1711, which, however, is very much damaged at its beginning, the very section where the Cairo draft text is reasonably well-preserved. Both texts come from the archive of Dioskoros of Aphrodite (see Ch.3 Arch. L) and date from 566–73, when Dioskoros was a lawyer and notary in Antinoopolis, the provincial capital of the Lower Thebaid. The translation below starts with the front side of the Cairo papyrus.

Lately, in accordance with friendly and peaceful disposition, I joined myself to Your Propriety by a giving² in legal marriage, based on sound expectations, if God should think best, also for the procreation of legitimate children; and, having found your sacred and secure virginity, I have proclaimed it. Wherefore I have come to this guarantee in writing by which I agree that I owe and am indebted for your wedding gifts or gifts before marriage, agreed upon and pleasing between me and you, for 6 good-quality imperial solidi, less 36 carats, by the scale and standard of Antinoopolis. And I am ready to furnish these to Your Nobility whenever you want, without any neglect or delay, at the risk and wealth and expense of my property, general and particular. And I agree no less in addition to support you legitimately and to clothe you in likeness to all my family members of like status and in proportion to the wealth available to me, as far as my modest means will allow; and not to show contempt for you in any way or to cast you out from marriage with me except by reason of unchastity or shameful behaviour or physical misbehaviour established through three or more trustworthy free men, be they country residents or city residents; and never to leave your marriage bed or to run to other disorder or wickedness, provided however that Your Propriety is obedient to me and preserves all benevolence towards me and sincere affection in all fine and useful deeds and words, and is subject to me in all ways that it befits all women of nobility to display toward their own well-endowed and most beloved husbands, without insult or fickleness or any other type of disdain whatever; rather you are to be full-time house-keeper and husband-loving on my account, in keeping with the good and proper disposition that will be displayed to you by me.

The back of the Cairo text, which continues by detailing what will happen if the husband fails to keep his part of the agreement, is somewhat damaged. The corresponding part of the London document is well-preserved, and is translated below:

But if it should happen that I at some point in time disdain you in the above proclaimed manner, or cast you out without reasonable cause as above written, I, your aforementioned husband Horouonchis, am ready to furnish to Your Propriety, by reason of penalty for the said disdain, 18 solidi, deposited by me on demand without any prevarication or delay of trial or judgement or any pretext or blame or any kind of indisputably legal exception; you, too, however, my aforementioned bride and wife Scholastikia, being liable to the very same penalty if you should disdain me with respect to the above set forth agreements . . . [and] I your husband additionally agree not to invite any inconsequential man home to your presence or to hold a drinking-party in your presence with friends or relatives or anyone else if you are opposed to their presence. And for the security of either party and for our mutual-loving marriage, I have drawn up this agreement of union, or marriage contract, it being authoritative and secure wherever it is produced. And, having been asked the formal question, I have willingly and voluntarily agreed, not overcome by duress or fraud or violence or deceit or compulsion; and I have issued to you for security that which is written below (*sic*), and for each and every one of the clauses contained in it and for the payment of the penalty (if this should happen), putting under mortgage to you all my property, present and future, by way of pledge and by right of mortgage. And I the aforementioned husband Horouonchis agree in addition that I cannot at any occasion or time introduce other wives above my lawful wife, and if I do so I shall pay the same penalty.

¹ On this and other late antique marriage contracts, and payments for virginity, see Kuehn (1993), 103–9.

² Greek *ekdosis*; cf. 126 introd.

156. 'No-fault' divorce blames evil demon

PLond. v 1712

Antinoopolis, 15 July AD 569

This contract of divorce also comes from the archive of Dioskoros of Aphrodite (see 155 introd.). The husband is apparently an oarsman on a galley of the official fleet. The divorce is typical in blaming 'an evil demon' for the couple's marital discord and avoiding placing any blame on either party.¹ The document in its drafting seems to wander between subjective and objective formulations. The woman, Kyra, agrees in an additional clause added after the conclusion of the agreement to give up to the man, Mathias, the child with whom she is currently pregnant if he pays the expenses of childbirth without her having to sue him for the money.

In the reign and consulship of our most divine ruler, Flavius Justinus, the eternal Augustus and Emperor, fourth year, the twenty-first day of Epeiph in the third indiction, at Antinoopolis the most illustrious, we have estab-

lished and made with one another this written separation or divorce in two identical copies, on the one side, Aurelius Mathias son of Phoibammon and Helene, oarsman, and on the other side, Aurelia Kyra, daughter of John and Tanoë, both originating from the city of the Antinoites. We agree with one another as to the matters set forth below. Since some time ago we were joined with each other for a legitimate <marriage> and community of life, with good hopes and for the procreation of children; but now, a dispute having grown up between us because of an evil demon, we have separated from one another; we have at this point come together for this written separation; we agree and each party agrees that it has received back its personal property in full, that we have and will have no cause against each other, whether for furnishings or for goods, whether for wedding-gifts, whether concerning the marriage or any other matter whatsoever, small or large, written or unwritten, thought or unthought, intentional or unintentional, ordered or not ordered; and we are not charging one another and we shall never make any charge in any court whatsoever, or outside court, because we have been completely released and paid in full and have been reconciled with one another; and it shall be possible for each one of us to enter into marriage with someone else if he (or she) should wish, without hindrance or impediment or reproach; and in addition to all these things, they have on each side sworn the most terrifying oath to abide by all the terms written herein and in no way to transgress them; but if one of us transgresses the written terms, the transgressing party agrees to pay to the abiding party, by way of penalty, two gold solidi, by fact and force exacted and deposited, in addition to which this dissolution, which we have agreed upon with one another, remains in every way authoritative and secure; and having been asked the formal question we have agreed to all the terms. And it has been additionally decided between us that, if the foetus of the above-written Kyra should survive and be born, on condition that Mathias, oarsman, give for the expense of the said childbirth six gold [carats] without judgement or trial, his father should receive the little child.

¹ On the evil demon, see Dickie (1993), 9–26.

V Continuity and change in the Coptic texts

Coptic law has recently been defined as 'the particularities of legal practice evidenced in documents written in the Coptic language from roughly the sixth to the ninth centuries' (*The Coptic Encyclopedia* v, s.v. Law, Coptic). The earlier Coptic documentation is not in fact neatly separable from the Greek, some of which has been presented in the preceding section. The notary Dioskoros of Aphrodite, for example, was skilled in writing both

Greek and Coptic, and drafted marriage and divorce contracts in both languages.¹ It comes as no surprise, then (especially given the high percentage of Greek loanwords in Coptic), that there is some coincidence of terminology in Greek and Coptic contracts of marriage and divorce, or that Coptic divorces, like the Greek, include 'no-fault' divorces that accord both parties the right to remarry or, should they so choose, to enter monastic life. As in earlier periods of Egyptian history, marriage contracts of the late antique period are relatively uncommon, and those Coptic contracts that do survive tend to be concerned with property rights and settlements (Till, 1948). This probably reflects the relatively informal attitude that Egyptians (as opposed to Romans, and less so Greeks) had towards the act of marriage. The few known marriage documents in Coptic range over a broad period of time, from the sixth to the thirteenth century. Presented below is a series of documents that is not reflective of existing Greek documentation.

¹ See 155-6 and Ch.3 Arch. L; also MacCoull (1988), ch.2.

157. **Father marries off daughter**

CPR IV 23

Akhmim, 29 August AD 610

This short text from Akhmim (Shmin in Coptic; Greek Panopolis) is one of the earliest known Coptic marriage documents. It is not a marriage contract proper, but a contract in which a father agrees to allow a man to marry his daughter, specifying a fine to be paid if the father breaks the agreement. Marriages arranged by parents, often through an intermediary, are frequently alluded to in Coptic documents; in other cases, however, the woman appears to exercise some initiative in the matter. The present contract gives little information about the circumstances surrounding the marriage, such terseness being common in Coptic documents of the period. Its use of Greek and Coptic and its list of witnesses are very typical for any Coptic legal document.

(Greek) In the name of the lord and ruler Jesus Christ, our God and saviour, (in) the reign of our most serene ruler Flavius Phocas, eternal Augustus and Emperor, sixth year, day 1 of Thoth, 14th indiction.

(Coptic) I, Pachom, son of Psate, the dye-seller and citizen of Shmin, although now I live in Tin in the district of Psoi, make this contract and write to Dioskoros, son of Arsenios, from this same town. I rejoice and agree that, if God grant that we live, from now on I give my daughter to you as wife. But if I deceive you and take her from you and give her to another, then it is necessary for me to pay three gold solidi as a fine. This contract is firm and valid everywhere.

(2nd hand) †I, Moses, son of Papnoute, the priest, am witness to this contract, as I was instructed.†

(3rd hand) †I, Johannes, son of Abraham, the priest from Tin, am witness to this contract, as I was instructed.†

(1st hand) I, Paulos, son of Megas, from Tin, was instructed and I made this contract with my hands and I act as witness to it.†

(Back) †The contract of Pahom the dye-seller and man of Shmin.

158. A daughter-in-law is found not to be a virgin

KRU 67.13-46

Jeme, eighth century AD

The monk Paham, in his long and detailed will,¹ sets out clearly the problems connected with his son's marriage: Paham had opposed the match in the first place, the bride turned out not to be a virgin, and the couple (so the father says) lived together in discord for quite some time, but they eventually parted and lived separately until the death of Paham's son, which was followed by that of all of the children of the marriage. In the following excerpt, Paham sets out his views on the marriage.

I, Paham, have written this will with my own hand, while dwelling on the mountain of Jeme as a monk . . . I know that a person does not know his own way (in life), and I said, lest an illness come upon me and I die suddenly, with no one near me to whom I might send my words concerning the few meagre possessions that I have from my father and my mother and their home, since [. . . I had] three small children. I went and became a monk. I left them alive, and the three of them dwelled in the world. As for the eldest son, Papnute, he took a wife against my wishes. I was very grieved about this, for his life did not run smoothly from the time that he married her, quarrels and disturbances happening in his affairs. They came south to me and told me the reason: her virginity had not been intact (*at marriage*). I said that I wanted to have nothing to do with him, because he had not listened to me. I left it to God, the true judge, and the prayers of my holy father (*the superior*). After he (*my son*) left, his mind was deceived with flattering words, and she remained with him. He begat children with her, but his heart was distressed. He used to come and tell me his troubles on many occasions. He made me even more sad, but I didn't want to send him away on account of (my service to) God; for he was my flesh and blood. I set aside a small place for him, so he could live in my house, together with his possessions: silver, gold, bronze and clothing. But when I had acted for him, things happened to him that were ordained in another place. God called after him, in the manner of any person, and he died with his children at once. He left no living heirs behind him. Now, as God had made him and his children strangers to this world, I, myself, made him stranger to (*i.e. disinherited from*) my entire dwelling-place, which came to me from my father and his wife.

As for the inherited property in my possession, no one acting as his representative shall get it, because of the house that I gave him, in which he lived until his death with his wife . . . And his wife, herself, swears an oath concerning what she brought to it (*the marriage*), and takes it back, in a (fair) share. You, Jacob (*Paham's second son*), should treat her like the childless widows that live near you in your village, and kindly allow her to go home, back to the village she came from.

¹ For a German version of the entire long will see Till (1954), 169–77. Our translation is based on MacCoull (1986), 49–50.

159. Divorce agreement

E. Balogh and P. E. Kahle, Jr., 'Two Coptic Documents Relating to Marriage', *Aegyptus* 33 (1953), 331–40
Hermopolis, sixth–eighth century AD

Documents for divorce from late antique Egypt are even rarer than marriage contracts, but this does not mean that divorce itself was infrequent. As with marriage, divorce was relatively informal in the Coptic textual evidence and a document of divorce was only drawn up when there was a question concerning property settlement. The clause permitting the remarriage of the divorced man and the provision for a fine should the wife prosecute the husband are standard. The present text suggests that the divorce was initiated by the wife, who provides a brief account of the circumstances surrounding the separation that was formalised by this document. But the separation may in fact have been by common consent, with a corresponding document, containing similar terms, drawn up by the husband for the wife.

I, Dophile, daughter of the late Antone, man of Shmoun,¹ write to my husband [. . .], the son of George of Shmoun, saying: [Since] I was given to him as wife, I did not remain with him and I [decided] to leave him. We agreed with each other and were separated from each other. If you want to take (another) wife, I shall not be able to prosecute you. And if you want to take her as wife, namely Doketsh, I shall not ever be able to prosecute you. If I want to prosecute you myself, I shall pay six solidi without (recourse to) judgement or law. By almighty God and the health of those who [rule] over us, I swear that I shall not ever take action against you.

(2nd hand) †I, Dophile, daughter of the [late] Antone man of Shmoun, I agree to this (?) as it is written.†

(3rd hand?) †I, Kosma, son of the late [Apa] Kyre man of Shmoun, I am witness.†

(3rd hand?) †I, Shenoute, son of the late Johannes man of [Shmoun], I am witness.†

¹ The Coptic name for Hermopolis.

160. Complaints over unpaid alimony

W. C. Till, 'Eine koptische Alimentenforderung,' *Bulletin de la Société d'Archéologie Copte* 4 (1938), 71-8
Seventh century AD(?)

Even with a settlement, divorce in the Coptic documentation was not free from problems. The most frequent violation of divorce settlements appears to have been the non-payment of alimony. In this text, an invalid woman begs an unspecified official to help restore the alimony payments that her former husband has ceased to pay. In doing so, she gives a brief narrative of the break up of her marriage and the subsequent events that led to her current predicament. The implicit interaction between the woman and her ex-husband's new wife is not uncommon in such cases. The person to whom the text is directed is not named, but the form of address suggests that it was probably a religious official, a local priest or bishop. Pleas to local religious leaders from abandoned or widowed women are common among Coptic documentary texts; such officials were often an important part of women's support networks.

Be so good, by the glory which God granted you, and hear of my maltreatment, so that God bless you. May your lordship hear of my maltreatment by Paul, my husband: I bore him three sons before I became sick and, God knows, since I became sick I bore another son. When he saw that God brought the sickness onto me, he cast me aside. He went off with another (woman) and he left the children abandoned. After plenty of quarrels between me, him and the other woman whom he took, [it was agreed] that he should give me yearly alimony, consisting of 4 artaba-measures of barley, 4 *xestes*-measures of oil and 4 [measures] of wine, and a dress each year, and a cloak each year. But he also deprived me of the alimony and has not paid to me since last year, except for a mere artaba-measure of barley. I ask for nothing except the alimony which he established for me, for I am sick and I live on it. God bless you.

161. Repudiation of a wife

Ep 270
Sixth-seventh century AD

The actual mechanics of divorce were fairly simple if there was no property settlement to consider. A spouse could leave or, depending on the ownership of the house, simply force the other spouse to leave. The most common reason for divorce, whatever its mechanics, was remarriage. In this brief text, a man divorces his first wife, marries his second and also marries his daughter to his new son-in-law, presumably to secure the familial relationship. An earlier fragmentary text on the same

document (not translated here) seems to allude to an earlier separation between the couple in which Tecoshe went to the nearby town of Jeme.

Shenetom, the fisherman, son of Pcale, living in Pashme,¹ has thrown out his wife Tecoshe. He has married Teret, daughter of Komes, son of Pare, and he has given his daughter to her son. 10th indiction.

¹ A village in the district of Koptos.