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SOME GREEK LEGAL POPYRI FROM THE MICHIGAN COLLECTION

THE documents which form the subject of this paper are part of the Michigan Collection of Popyri recently acquired by Professor F. W. Kelsey in Egypt and secured for the University by the generosity of the Regents and certain friends and alumni, among the latter Mr. J. W. Anderson, of the Law Class of 1890. A large proportion of these documents are of a legal nature, and from these I have selected for translation four, which may be regarded as typical specimens of their respective classes.

While these particular specimens all date from the time of the early Roman Empire, the others in the collection range from the third century B. C. to the seventh century of our era. They come mainly from the remains of the files of the public record offices which existed in the towns and villages of Egypt under Ptolemaic and Roman rule. They were written in Greek because this became the official language of the administration following Alexander the Great's conquest of Egypt and remained so after the Roman occupation.

The explanation of their being on file in the record offices lies in the fact that before the close of the third century B. C. the state required the registration of all documents embodying legal transactions. The origin of this obligatory registration of contracts was the fact that the state imposed a tax upon all transfers of property and upon all mortgages. For the proper collection of this tax a registration of contracts containing such transactions was necessary. And, possibly to prevent any concealment of taxable transactions, the registration of all legal transactions, taxable or not, was made obligatory. This practice, instituted by the Ptolemies, was continued by the Romans, under whose rule any contract or deed, in order to attain complete legal validity, had to be registered.¹

The documents subject to this obligatory registration might be drawn up in either one of two ways. They might be prepared by

¹ On the whole question of public registration of contracts, see MITTEIS-WILCKEN, GRUNDZÜGE UND CHRĒSTOMATHIE DER POPYRUSKUNDE, II, 1, pp. 78 ff.

private persons and brought to the record office to be properly endorsed and registered, or they might be written out by a clerk of the recording office, under the direction of the parties concerned, and then endorsed by these parties or their representatives. Several copies were made of every contract. Each of the parties to the agreement received one and one was kept on file at the record office. At times the latter copy contained only the endorsements of the proper parties and that of the record office, the complete text being omitted. The record of all contracts registered at a record office in any given year was compiled in the form of a chronologically arranged list and entered on a papyrus roll. Such a roll, recording the contracts registered at the record office of the villages of Tebtunis and Kerkesouchon Orous during the year 41-42 A. D. is now in the Michigan Collection. On this roll the entry for each contract merely contains the date, the names of the contracting parties and the subject of the contract. In addition to such a list, the office kept a more detailed record, consisting of abstracts of the contracts, in which the terms were recorded in an abbreviated form.

TRANSLATIONS

I. *An Agreement to Divide Property*

"The fourth year of Imperator Caesar Vespasianus Augustus, the 26th. of the month Xandikos, Mecheir 26, at Bacchias in the division of Heracleides of the Arsinoite nome.

Horion, son of Horion, son of Menches, about sixty-nine years old, with a scar in the middle of his forehead, and Horos, son of Horus, son of Peteuris, about thirty-nine years old, with a scar on the joint of his right hand, the two of them, acknowledge that they have divided between themselves from the present day for all time the portions which they have of building sites owned by their fathers, that is, what constitutes a fourth and a third of a twelfth, which is one thirty-sixth, of these sites which are common and undivided in three sections in the aforesaid village Bacchias, in the lane called 'of Borrites'; the boundaries of all of which are set forth in the deeds relating to them.

And in accordance with the division by lot which they have made by agreement among themselves, Horion on the one hand has

obtained as the share which falls to him the aforesaid common and undivided fourth part of the building sites, and on the other hand Horus himself has obtained as the share falling to him the aforesaid third of a twelfth, which is the common and undivided thirty-sixth part of the same building sites, of which, as the parties concerned declare, the same Horus and his brother hold another twelfth part, which belonged to their father.

Accordingly, let the contracting parties and their heirs observe all the terms which are set forth regarding this division. And neither may they nor their heirs set aside any part of the terms of division, but each of them and their heirs and assigns shall hold and control what each has obtained by lot, just as is set forth, and each shall make use thereof in whatsoever way he may desire without restriction.

And with respect to what has been divided, neither of them shall accuse the other nor proceed against him in any way upon any false pretext.

And if any one of them breaks the aforesaid terms in any particular, let the transgressor immediately pay to the one who abides by them double damages and a fine of two hundred drachmas in silver, and an equal sum to the treasury, and none the less let this division be valid in perpetuity.

(The signatories are) for Horion, Dioskoros his son, about thirty-three years old, with a scar on his right eyebrow; for Horus, Ammonius, son of Ptolemaeus, about fifty years old, with a scar on his right cheek.

(2nd. hand). I, Horion, son of Horion, son of Menches, acknowledge that I have made with Horus, son of Horos, son of Peteuris, the division of the aforesaid shares of the building sites. And of these I have received by lot the fourth, and Horos has received the third of the twelfth, which is the one thirty-sixth part, and I consent to all that is stated, just as it stands. Dioskoros, his son, wrote for him, because he is illiterate.

(3rd. hand). I Horus, son of Horus, son of Peteuris, acknowledge that I have made the division. And I have obtained by lot the third of the twelfth, which is the one thirty-sixth part, and I consent to all that is set forth, just as it stands. Ammonius, son of Ptolemaeus, wrote for him, since he is illiterate.

(1st. hand). The fourth year of Imperator Caesar Vespasianus Augustus, Mecheir 26. Registered through the clerk of the record office of Bacchias and Hephaistias."

The above contract is inventoried as No. 99 of the Michigan Collection. Its date, given both at the opening and the close of the document, is 20 February 72 A. D. The place of registration was the village of Bacchias, situated in the nome, or administrative district, called Arsinoïte, from its administrative center, the town Arsinoë. This nome was subdivided into three sections, one of which was called after an early official named Heracleides.

The contract comprises three distinct elements: (1) the body of the contract, (2) the subscriptions or endorsements of the contracting parties, and (3) the record of the date and place of registration. Of these three parts, the first and third were written by the recording clerk, while in the second, which contains the subscriptions of each of the two contracting parties, each part is in the handwriting of the signatory named therein. The principals to the contract, as their names indicate, were native Egyptians, not Greeks, a fact which probably explains their inability to write.

The recording of the personal marks of identification is a common feature in these documents. Besides scars, the color of the hair, eyes, or skin is sometimes given. Occasionally, someone is described as "unmarked."

An interesting feature of the contract is the provision of a penalty to be paid to the state in case of failure to fulfill the terms of the agreement. Unfortunately, the laws which regulated this fiscal penalty for the breach of private contracts have not survived. However, it should be noted that even the payment of the prescribed penalties did not relieve the delinquent from the obligation of carrying out the terms of the contract.

II. *A Contract for a Loan*

"Entered Mechir 24, a loan of Horion to Heracleides and his mother, 760 drachmas of silver.

The twelfth year of Tiberius Claudius Caesar, Augustus, Germanicus, Imperator, the twenty-fourth of the month Xandicus, Mechir 24, at Tebtunis in the section of Polemon of the Arsinoïte nome.

Horion, son of Kronion, thirty years old, with a scar in the middle of his forehead, has loaned to Heracleides, son of Ischurion, also called Petenephis, a Persian of the Epigone, twenty-five years old, with a scar on the first finger of his left hand, and to his mother Thaucarion, daughter of Petemounis, a Persian fifty years old with a scar on her right thumb, along with her guardian Heracleides himself, to both of them, who are mutual sureties for repayment, seven hundred and sixty drachmas of coined silver as a capital sum, which they received from him at once from hand to hand out of the house, at interest of one drachma per mina each month.

This loan, the seven hundred and sixty drachmas and the interest, the borrowers shall pay back to Horion in the month Tubi of the coming thirteenth year of Tiberius Claudius Caesar, Augustus, Germanicus, Imperator.

And if they shall not pay as has been stated, let the borrowers at once forfeit to Horion the loan increased by one-half, but the interest unaugmented, Horion or his heirs having the right of execution against these debtors and all their property, as if in accordance with a legal judgment, and Horion suffering no prejudice with respect to what the debtors owe him on account of an agreement of sequestration of the allotment of three and three-quarters arouras of colonist land, which Heracleides has in the vicinity of Theognis, for one thousand drachmas and the interest.

And the borrowers shall not redeem the sequestration indicated, unless they first pay the aforesaid capital sum and the interest.

Signatory, Sarapion, son of Ptolemaios, forty years old, with a scar on his neck on the left side.

(Second Hand). I, Heracleides, son of Ischurion, also called Petenephis, a Persian of the Epigone, and my mother Thaucarion, daughter of Petemounis, a Persian, with her guardian myself, both of us, who are mutual sureties for repayment, have borrowed from Horion, son of Kronion, the seven hundred and sixty drachmas of the capital sum in silver, with interest at one drachma per mina each month, which we shall also repay in the month Tubi of the coming thirteenth year of Tiberius Claudius Caesar, Augustus, Germanicus, Imperator.

And Horion suffers no prejudice with respect to what we owe

him on account of the agreement of sequestration of the allotment of three and three-quarters arouras, which I, Heracleides, have in the vicinity of Theognis, for one thousand drachmas and the interest, which we shall not redeem unless we first pay back the capital sum stated and the interest, just as is set forth. Sarapion, son of Ptolemaeus, wrote for them, since they are illiterate.

(Third Hand). I, Horion, son of Kronion, have made the loan, as is set forth, I suffering no prejudice in respect to what they owe me, on account of a sequestration of three and three-quarter arouras for one thousand drachmas and interest, as is set forth."

The above contract (Inventory No. 662) bears a date corresponding to 18 February, 52 A. D. It was drawn up in the record office of Tebtunis, a village in the section of Polemon of the Arsinoïte nome. The parties to the agreement are Persians of the Epigone; that is to say, they were descended from Persians who had previously received land grants in this region. With certain exceptions made by Roman law, women could only transact legal business with the concurrence of their guardians, who were regularly male members of the same household. The probable explanation of the son acting as his mother's guardian is that his father had died and there were no male relatives surviving on his father's side.

The value of the loan, estimated on the basis of the normal value of the silver in a drachma (about 20 cents), would be about \$152. As the mina contained 100 drachmas, the rate of interest is twelve per cent per annum. The term of the loan was six months.

A penalty is provided for delay in making repayment, and the borrowers are prohibited from making repayment of another sum of 1,000 drachmas, which they have borrowed on the security of a piece of property, until they have met their obligation to Horion. The aroura, the land measure employed in Egypt, was approximately equal to half an acre.

The body of this document was written by the clerk of the record office at Tebtunis, the endorsement of the borrowers was made out by their representative, Sarapion, while the creditor Horion was able to add his own endorsement.

III. *A Receipt for the Rent of a Farm, Containing a Renewal of the Lease*

"The sixth year of Emperor Caesar Trajan Hadrian Augustus, the twenty-third of the month Germanicus, Pachon 23, in Bacchias of the section of Heracleides of the Arsinoïte nome.

Arsotes, son of Alexas, about sixty years old, with a scar on his left foot, acknowledges to Horus, about forty-eight years old, with a scar on his left eye-brow, that he, the acknowledging party, has received from him the rental in kind for the present sixth year of Hadrian Caesar, our lord, for the four and one half arouras, which Horus tills, of the farm of his near the aforesaid village, being ten artabas of wheat by the six choenix measure, Horus having deducted for himself as the seed for the sowing of the coming year four artabas of wheat, as the lease continues in force.

Signatories are, for the acknowledging party, Henodorus the son of Henodorus, about fifty years old, with a scar on his right cheek, and for the other, Ammonius, son of Dioscorus, about forty-five years old, with a scar on the right side of his forehead.

(Second Hand). I, Arsotes, son of Alexas, acknowledge that I have received from Horus the rental in kind for the sixth year for the four and a half arouras of mine near the village, which he tills, being ten artabas of wheat, Horus retaining for himself the seed for the sowing of the coming seventh year, and the lease remaining in force. Henodorus, son of Henodorus, wrote for him, since he is illiterate.

(Third Hand). Horus, son of Horus, as is set forth. Ammonius, son of Dioscorus, wrote for him, as he is illiterate.

(First Hand). Registered through the record office at Bacchias."

This receipt (Inventory No. 114) dates from 8 May, 122 A. D. In two places the writing has been rubbed off, but the gaps are not large and the missing words are not essential for the sense of the document.

Leases of land in private ownership, like the farm in question here, were usually prepared in the following way: The lessee presented to the owner a memorial, asking that he be allowed to lease a particular piece of property and stating the terms upon which he

was willing to rent it. This memorial he could prepare himself, or he could have it drawn up at the public record office. If the owner accepted the offer, he endorsed the memorial, which then assumed the character of a contract, and was registered like other contracts.

The above receipt was drawn up in the usual form at the record office of Bacchias. It then received the endorsement of the lessor, who approved the continuance of the lease. Next, it was endorsed by the lessee, whose subscription is partially lost. These endorsements convert the receipt into a new contract for a lease. Then the recording officer adds his certificate of registration.

The rental was paid in wheat, and was set at ten artabas for the four and one-half arouras. The artaba was the standard measure for grain, but there were artabae of varying sizes in use throughout Egypt. Some contained as many as 42 choenixes, others as few as 28. The particular measure to be employed in measuring the grain was regularly stipulated in each lease, as the choenix also varied in size. Normally, however, the choenix was about equal to a quart. The allowance for seed grain is a common feature in leases of this type.

IV. *The Registration of an Apprentice*

"To Apollonius and Didymus, topogrammateus and komogrammateus of the City of Oxyrynchus, from Pausiris, son of Ammonius, of Cavalry Camp Street.

My son Ammonius, who is not yet of age, I wish to apprentice so that he may learn the weaver's art, from the present tenth year of Tiberius Claudius Caesar, Augustus, Germanicus, Imperator, to Apollonius, son of Apollonius, of the aforesaid Camp Street, as his teacher.

I beg you to register my son among the apprentices of the said year, as is right.

Farewell.

(Second Hand). Signed by me, Didymus, the tenth year of Tiberius Claudius Caesar, Augustus, Germanicus, Imperator, the nineteenth of the month Sebastus.

(Third Hand). Signed by me, Apollonius, the tenth year, etc."

This document (Inventory No. 72) bears a date corresponding to our August 12, 49 A. D. The translation was made by E. S. Hunt, the English papyrologist.

Here we do not have a contract, but a memorial which had its origin in a contract of apprenticeship made between Pausiris and Apollonius, by which Ammonius, the son of the former, is apprenticed to the latter to learn the trade of a weaver. The object of the memorial is to secure the proper registration of the apprentice according to law. The purpose of this registration was the preparation of the list of those liable to the trade tax to which the weavers, including apprentices, were subject. The officials to whom the memorial was presented were the komogrammateus, or village secretary, of Oxyrynchus, and the topogrammateus, or district secretary, of the toparchy or district in which Oxyrynchus was situated. Each nome was divided for administrative purposes into a number of toparchies. The above mentioned officials were the chief administrative officers in their respective spheres and were responsible for the public records.

The signatures of the village secretary and of the weaver to whom the boy was apprenticed indicate that the petition for registration was accepted and made with the approval of the latter party.

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