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Selling an Inheritance for an Under-age Owner in 7th Century Aphrodite

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§1 In a letter from Herbert Fairman to Alan Gardiner dated 14 May 1945, about purchasing a recent find of papyri, Fairman writes 'Chester Beatty is not interested in business texts'.[1] The business texts that Beatty was not interested in buying, came from a spectacular find of papyri that Fairman described to Gardiner in a letter of 6 May 1944 as follows:[2]

> I have to report another colossal find of papyri, this time not in our special province. The find is quite recent and has been made at Kom Ishqaw (Aphroditopolis). Practically the entire find has been shown to Grdseloff, who has seen and handled no less than 46 intact rolls of papyrus in superb and perfect condition, two more rolls were sold last Thursday to Nahman for between £100 and £150, and the total find is about 50 rolls. It is apparently a complete library or archive. Grdseloff says they are all written in Greek, but not what he called the ordinary "printed Greek", but what he calls "large angular characters" which he says are Byzantine. He naturally has no idea of the contents but doubts that they are just ordinary business texts ... The rolls appear to be about a foot long and about an inch thick, approximately. At the same time there are three very big gnostic Coptic papyri on offer, they are huge, written on a thick and very strong papyrus and in perfect condition. All these texts are under the control of Nessim and his friends. I do not think I could give you a better illustration of the state of the Antiquities Service to-day, or what is happening to the monuments – Ancient Egypt is being ravaged to-day.[3]

§2 The find reported by Fairman constitutes the second of the Byzantine dossiers from Aphrodite carefully identified by Jean-Luc Fournet, to be distinguished from the Archive of Dioskoros, discovered in 1905, and from the later texts of Ummayad date found in 1901.[4] Fairman's description of the find as 'quite recent' suggests that he is talking of 1944 or possibly late 1943. It is clear that Beatty had enough money to buy the entire lot from Aphrodite, but chose not to. This was a pity, from the point of view of keeping all the texts together, the desirability of which Harold Bell stressed in a number of letters to Gardiner.[5] Beatty was interested enough to buy three specimens, as Bell indicates in a letter to Gardiner of 2 April 1945:[6]

> I think I told you last summer about my negotiations with Beatty & Fairman about those Greek and Coptic papyri, & that Beatty sent out money to purchase as a specimen two Greek papyri & one Coptic. I have now heard from Fairman who has unrolled a Greek roll along with C. B. Welles of Yale, now in Cairo as a Major in the U.S. army. He sends me a partial transcript by Welles, which shows that the papyrus is a legal document (διάλυσις) of the reign of Heraclius.

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1 Griffith Institute Archive, Gardiner MSS AHG/42.94.106. Our thanks to Todd Hickey for his generous help with the correspondence we refer to in this article.

2 Griffith Institute Archive, Gardiner MSS AHG/42.94.120.

3 Fairman goes on to rage in more detail about the destruction being done to Egyptian antiquities, without any apparent recognition that the texts he is talking about, and trying to find a buyer for, clearly came from a clandestine dig. In another letter to Gardiner (13.04.44, Griffith Archive, Gardiner MSS 42/94/121) he blames the situation on Egyptian control over antiquities, accusing Nessim Gohar, the Chief Inspector of the Minia district, of trying to sell papyri to the Egyptologist, Bernhard Grdseloff.

4 Fournet (2016): 116. The dossier stretches for over a century, but the link between its first and last owner is far from clear. Fournet (2016):119 suggests that Kollouthos's grandfather, Apollos, might have been Phoibammon's son.

5 See, for example, Bell to Gardiner 20 May 1944, Griffith Institute Archive, Gardiner MSS AHG/42.20.25: 'I felt I should do what I could to prevent dispersal, or even total loss or severe damage. What a boon it would have been if the Zenon papyri had been kept together! We and other institutions would have been the losers but scholarship would have gained greatly.'

6 Griffith Institute Archive, Gardiner MSS AHG/42.20.24.

§3 The same day, Bell communicated the information to Beatty himself:[7]

> I have now heard from Fairman about those papyri. He purchased them as instructed but has been waiting to get them 'vetted' by some papyrologists. Now my friend C.B. Welles from Yale University at present a Major in the American Army and on a military mission at Cairo, has met him and has looked at the papyri. He and Fairman unrolled one of the Greek rolls and Fairman sends me a provisional transcript Welles has made of this. It is a very imperfect copy but enough has been read to make it clear that the papyrus is a legal document of the class known as a dialysis, the settlement of a legal dispute, written at Aphrodite (Kom Ishgau) in the reign of Heraclius (A.D. 610–641). The papyrus is practically complete.

§4 The texts that Beatty bought took a long time to get to London, and by a circuitous route through the Sudan. Fairman wrote to James Wilkinson (who left the British Museum to take up a position as Librarian to Chester Beatty's collection in Dublin) on 30 April 1948:

> The present position about the papyri is that when I left Egypt for the Sudan last Autumn I obtained a permit to export them from the Egyptian Antiquities Service and took them in my personal luggage to the Sudan. There would have been difficulties about repeating this procedure on the return journey, and accordingly I packed them among the antiquities which we found during the winter and which I desired to bring home. They are therefore somewhere between England and the Sudan at the moment, but I have no idea as yet when they will arrive. As soon as they are available I will inform you so that arrangements can be made to hand them over to you, but they are safe and very carefully packed.

§5 Wilkinson was able to tell Beatty on 17 November 1948 that the papyri were finally delivered by the Egypt Exploration Society that morning.

§6 The present text is clearly the one transcribed by Welles, Heraclius being mentioned in line 23. Heraclius ruled from 610 to 641, but the inclusion of his wife, Aelia Eudokia (l. 23), enables a narrower dating. She was married to Heraclius and declared Augusta on 5 October 610, the same day he was proclaimed emperor, but she died on 13 August 612 and was buried in the Church of the Holy Apostles in Constantinople.[8] This gives us a better handle on the people mentioned in the text. The tabellio is Konstantinos, known from three other Aphrodite texts, P.Hamb. 4 265.13 (2nd half 6th c.); P.Mich. 13 664.50 (584/585 or 599/600); P.Vat.Aphrod. 4.33 (2nd half 6th c.).[9]

The situation

§7 The bare outline of what is happening in our text is reasonably clear. There had been a sale of property in which a boy, named Aurelius Basileios, had been represented by his brothers, as he was too young to act legally. Now that he has reached the legal age, he has been asked to provide this written dialysis to assure the purchaser that there would be no legal claim made against him concerning the property he bought. The details, however, are made difficult to disentangle by a legal situation that is far from clear, and by inaccurate Greek. Cases are wrong (ll. 2, 6, 7, 8–9, 16–17), words and phrases are omitted (ll. 8–9, 32), and perhaps most confusingly, singular and plural are muddled (most obviously in ll. 22–24, 26). When the writer refers to 'my maternal brother' in ll. 3–4, for instance, he presumably means 'brothers'; and when he says in ll. 7 'we have reached the legal age', it is surely only himself he is referring to (see commentary in both instances). In the other documents

7 CBP/B/03/085. We are most grateful to Jill Unkel, Curator of Western Collections at the Chester Beatty Library, for her careful research into the Chester Beatty archives, which has revealed the detailed story of how this text made its way (along with the other Greek one and the Coptic documents) into Chester Beatty's collection.

8 *PLRE* III A, 456–57. For a narrative see Kaegi (2003): 37–61.

9 See Diethart, Worp (1986): 29.

Konstantinos draws up, the same sorts of mistake can be seen, particularly in P.Mich. 13 664, although the scale of the inaccuracy is perhaps a little greater in the present text.

§8 The fact that the document was drawn up as a dialysis does not provide particular help in analysing the situation. The dialysis is a well attested documentary genre, and could be used in both a narrow and wider sense. The former type is well attested in the late-Antique papyrological evidence as a means of settling mutual claims between parties who were in conflict. These could be lengthy, detailed and complicated documents, often following an arbitration decision. Its result was similar to the *stipulatio Aquiliana*, the contract in Roman law used to settle debts and obligations between two parties: earlier obligations which involved the parties in a dispute were transformed into one new obligation resulting from the dialysis.[10]

§9 Our document does not belong to this type, as there is no mention of an earlier dispute between Basileios and the buyer. In a legal context, however, the word dialysis could be used to describe various types of dissolution, not only those settling a conflict. The most popular use was in the context of divorce (i.e. the dissolution of a marriage[11]), but the dialysis could be used as a type of deed for any dissolution of an obligation or claim between parties. One example is P.Herm 31 (Thebes, 6th c.), a written agreement between heirs concerning the division of their joint inheritance. Another example is to be found in P.Dublin 34 (511), earliest of a series of three papyri concerning a monastic dwelling in the *laura* of Labla in the Arsinoite nome (P.Dublin 32–34). In the two later texts, P.Dublin 32 (Arsinoe, 512) and 33 (513), the cell in question was the object of some real securities, while the earlier text (P.Dublin 34) seems to concern a different type of division of the property between the monks.[12] A much simpler dialysis is preserved in CPR 6 6, a fifth-century papyrus from Hermopolis, in which a seller confirmed that having sold and transferred some arourae, he received the agreed price. The purpose of the document was to confirm that no further obligation existed between the parties because it was bilaterally fulfilled: translating the word ‘dialysis’ as ‘resolution’ seems to fit the situation better than ‘settlement’. These examples are all bilateral (written as a contract or unilateral declarations exchanged by the parties).

§10 The present papyrus belongs to this last type of dialysis-document, but it is different in that it is, as far as one can see, unilateral (see comm. to l. 26). The story, which began some time before the date of the present document, can be broken down as follows:

§11 1. A son of Victor, dealer in copper ware (l. 1) whose name is not preserved, bought a property, the granary of Psimanobet, from two brothers, Kollouthos and Christophoros. In ll. 12–14 we read that the issuer of the document has no claim on the sold granary, πρὸς τὴν δύναμιν τῆς ἐγγράφου πράσεως τῆς γεγεναμένης σοι παρὰ τῶν προειρημένων Κολλο̣ύθου καὶ Χρι̣στο̣φορίο̣υ τῷ̣ ἀδελφῶ̀ν΄ ὑπὲρ αὐτῶν καὶ ὑπὲρ ἐμοῦ …

§12 2. The last part of this statement refers to Kollouthos and Christophoros, so there were two sellers, although the property belonged to three co-owners: the third is Basileios, issuer of this document (ll. 34–5). In ll. 3–4 we read: πράσεως ὁμ̣[ο]μ̣[ητ]ρ̣ί̣[ο]υ̣ μου ἀδελφοῦ (l. ὁμομητρίων μου ἀδελφῶν, see commentary) εἰς τὸ μέρο̣ς αὐτῶν καὶ τὸ μέρος μου ἀπὸ τοῦ ὁλοκλήρου μητρ̣ῴ̣ου μου μέρους …

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10 A very fragmentary PL II 38 (Biblioteca Medicea Laurenziana), a 4th–5th century Greek commentary on Papinian’s *Definitions*, places διάλυσις in the context of the *stipulatio Aquiliana:* see Thüngen (2016): 9–41. On the dialysis, see Steinwenter (1932): 73–94; Kreuzaler (2010): 23–25.

11 See Nov. Just. 61.1.1 μετὰ τὴν τοῦ γάμου διάλυσιν; and many divorce documents from Antinoopolis, e.g. P.Cair.Masp. 2 67153 (568); 2 67154 r (527–565); 3 67311 (569–570); P.Lond. 5 1712 (569). Also in documents from elsewhere e.g. BGU 12 2203 (Hermopolis, 571); P. Herm. 29 (Hermopolis, 596) or the highly irregular P.Oxy. 1 129 (Oxyrhynchos, 6th c.) – irregular because the party issuing the document is the wife’s father, not herself: for different scholarly interpretations, see Volterra (1937): 135–139; Mitteis (1899):105; Urbanik (2002): 293–336; 324–325.

12 See McGing (1990): 85–88.

§13 3. From line 5 we learn that when Basileios reached the legal age, he was asked by the buyer to issue a dialysis for him. Earlier, he was under-age and had no full capacity to act in law and contract sales. This is why he was not party to the sale of the granary.

§14 4. In line 5, it is mentioned that Kollouthos and Christophoros provided a surety for Basileios: ἐγγοῦσιν ὑπὲρ ἐμοῦ. The present tense suggests that the surety was still binding when the dialysis was issued.

§15 5. Finally, Basileios issued the dialysis to the buyer to confirm that he had no legal claims on the granary; ll. 8–10: κατὰ τοῦτο εἰς ταύτην τὴν ἐγγράφου διαλύσεως μηδένα τοῦ λιποῦ λόγου ἔχειν πρὸς σὲ τὸ σύνολον περὶ τοῦ ὁλοκλήρου μου μέρου[ς] ἀπὸ τοῦ ὁλοκλήρου θησαυροῦ.

§16 Translating lines 4–5 into the language of Roman law, the brothers inherited the granary from their mother (*bona materna*) and held it as undivided joint property (*communio pro indiviso*). Such a co-ownership meant that all three owners could use the entire object in practice, but only owned their third. To dispose of joint undivided property all co-owners had to agree (see CI. 4.52). Basileios could not do this, because people under the legal age did not have full capacity to act in law. They could not perform anything diminishing their property, that is, contract bilateral obligations putting them in debt, or alienate their property. Basileios must have been an orphan. If his father had been alive, he would have conducted legal business for his under-age son, as in P. Michael. 43 (526) and 44 (527), and managed Basileios's part of the *bona materna* (see commentary to l. 4). [13] The sale would not have been contracted as presented here, but with the father as a party selling Basileios' share.

§17 Since there was no father, perhaps Kollouthos and Christophoros sold the granary without the formal consent of Basileios who was to confirm the sale only after reaching the legal age and acquiring the capacity to act in law. This could be why Kollouthos and Christophoros provided the surety referred to in l. 5: ἐγγυοῦσιν (ἐγγυῶσιν) ὑπὲρ ἐμοῦ i.e. they guaranteed that when their brother Basileios came of age, he would provide his consent, necessary for the sale of the joint property to be binding. If he did not confirm this, the sale would not be effective, but the buyer would acquire the right to take an action *in personam* against Kollouthos and Christophoros. This explains the present tense of the verb: the surety existed until the moment when Basileios confirmed the sale.

§18 There is, however, a difficulty with accepting this scenario. An orphaned under-age person needed a tutor (G. 1.144), who would either be appointed in the father's will (*tutela testamentaria*) or by a magistrate (*tutela dativa*).[14] Even though developed in archaic times, guardianship of under-age children survived into the time of Justinian, who himself issued new laws on the *tutela impuberum.*[15] It is attested not only in imperial legislation, but also in sixth-century texts of legal practice, including the Aphrodite archives (see below). It is, therefore, unlikely that Basileios had no guardian.

13 In classical Roman law, children remained under the power of their legitimate or adoptive *pater familias* as long as he lived (or the children were freed from his authority or given into adoption). Such adult children had no capacity to act in law on their own, just as children under the legal age, as they had no property and everything they acquired became the property of their *pater familias*. This concept of the paternal power survived as a recognized institution of civil law into late Antiquity. *Patria potestas* and its proprietary consequences are discussed not only in the Digest, but also in the imperial constitutions, thus showing it to be a topic still alive until the sixth century, even though from the fourth century on, imperial law gradually limited power over the property of adult children: see Arjava (1998): 147–165. Arjava (155–160) cites examples of papyri illustrating that the full Roman *patria potestas*, that is over adult children, was used in Egypt after 212 C.E., but only until the early fourth century, later they are entirely absent in the papyri. On the contrary, there are numerous documents in which people whose father we know was still alive contracted independently from their fathers (as in the case of Dioskoros himself). There is no example in the papyri from Aphrodite of an adult being represented by their father as *filia* or *filius familias*. In some cases, we find parents acting together with their children, but not representing them – which is another argument against the application of *patria potestas*: see, for example, P.Michael. 42B + 42A, a lease contracted by a wife on one side and her husband and his parents on the other. The son is an adult, and he is a party to the lease together with his parents.

14 The application of this rule in Egyptian reality is nicely illustrated in a third-century papyrus, P.Diog.18 (Philadephia, 225), in which a maternal uncle petitioned the *strategos* to appoint him as a tutor for two of his three nephews. The uncle explained that boys were born from three different fathers: one boy was ἀπάτωρ, another's father died, while the third boy was under the power of his father, so he had already received his share of the inheritance, which means that he did not need a guardian: see Nowak (2020): 289–290.

15 Jakab (2017): 204.

§19 We might, however, imagine that such a guardian was not willing to sell his ward's share in the property. If that was the case, the share of Basileios would not have been sold, and the entire sale would have been ineffective until Basileios grew up and provided his consent. Wards were young children, so the task of the *tutor* was not to assist them, but to take full care of their property. They contracted and undertook businesses for their wards to keep their property intact and took full responsibility for how they performed this task. Therefore, the guardian acted towards their ward's property as the owner, on his own behalf, and only after the guardianship ended did he return the property to the pupil.[16] In classical law, no authorization or assistance of the ward was needed for any decision of their guardian, D. 41.4.7.3; D. 47.2.57.4, Hähnchen (2023): 785–786. With time, however, the freedom of a guardian was gradually limited, as he needed the permission of a proper magistrate (but not of the ward themselves) for a number of transactions. One of those was selling property. If the guardian sold it regardless, the ward could take an action *in personam* against him or could demand the return of the property from the purchaser, D. 27.9.5.15, Hähnchen (2023): 786.

§20 With this in mind, we might imagine another scenario for our document. Kollouthos or Christophoros themselves could have been a guardian of their younger brother. The sale referred to in lines 3–4 and 12–14 was contracted by the brothers on their own behalf and acting for their young brother (in spite of the requirement in such a situation for a magistrate's permission) presumably on the understanding that when he reached the legal age, Basileios would confirm the sale – as indeed happened. It is not necessarily the case that the brothers sold the property without his permission, but the dialysis might have been a normal security step in such cases. The very fact that the ward could bring an action *in rem* against the buyer and deprive them of the property was good enough reason to ask for confirmation of the original deed. Such a confirmation should rule out any action *in rem.*

§21 While conjectural, such a reconstruction makes good sense in the context. Although the dialysis was made for the buyer, having a copy in the family archive was useful for Christophoros (and Kollouthos), since it provided proof that their surety expired when their brother confirmed the sale (see commentary to line 7). And if Christophoros had been his brother's tutor, the confirmation would have been of high value in a potential conflict with him for settling the account of the guardianship.

Kollouthos, son of Christophoros – Christophoros, father of Kollouthos

§22 Even though archive research shows that the present document belonged to Kollouthos' part of the Phoibammon/Kollouthos archive, a precise identification of the actors is problematic. Basileios is not attested in the archive, while Kollouthos and Christophoros are names held by the last holder of the archive, Kollouthos, and his father, Christophoros. Perhaps one of the brothers of the present text might be identified as Christophoros, the father, or Kollouthos, the son.

§23 With regard to Kollouthos, son of Christophoros, one of his brothers, Markos, is attested in SB Kopt. 3 1369 (646–647) and P.Vat.Copt. 5 (655–666); and another, Menas, although not certain, in P.Mich. 13 662 (615–645). Obviously, he might have had other brothers, but our document is too early to allow the identification of our Kollouthos with the last owner of the archive: the text establishes that some time between 610 and 612 Basileios confirmed the earlier sale contracted by his then adult brothers, at least in their late twenties when the dialysis was issued (see below), while Kollouthos, the archive's owner, was active in the period closer to the mid-seventh century, and his documents are mostly Coptic.[17]

16 See, for example, D. 41.4.7.3, Iulianus, *dig.* xliv; P.Cair.Masp. 1 67026 (551); P.Lond. 5 1708 (Antinoopolis, 567–568).

17 P.Mich. 13 666 is a Greek exception. Most of the latest papyri in the archive can only be dated approximately: e.g. P.Mich. 13 666 is dated to either 631 or 646.

§24 Kollouthos's father, Christophoros, is attested in P.Mich. 13 664, a Greek sale dated to either 584/585 or 599/600, in which he bears the title *syntelestes* and purchases a corn-measure used for the official shipment of grain. At the time of contracting the sale he must have been an adult, that is over the age of 25, so in 610 he would have been at least 35 years old, if we accept the later dating of P.Mich. 13 664. Identifying him as the brother of Basileios, who at the time of our document has just reached the age of either 14 or 25 (on the age of Basileios see commentary to l. 7), we would have an age difference between the maternal brothers of between 10 and 21 years. Such a difference is well within the limits of female reproductive capacity.[18] Additionally, both texts were written by the same scribe, Konstantinos.

§25 Christophoros, son of Apollos, was father to the last holder of the archive, Kollouthos. Although the brothers of our text, Kollouthos, Christophoros and Basileios, are not mentioned again in the archive, it is not surprising. The archive belonged to Kollouthos, son of Christophoros, and documented his business, not that of his uncles.[19]

§26 The papyrus is written across the fibres. The text was glued to a cardboard backing when conserved in the British Museum, so the assumption must be that there is nothing on the back. Three kolleseis run parallel with the text, as it is written against the fibres, at 12.5 cm from the top, then 20 cm, and then 20 cm.

	Dialysis	
CBL Pap. 1016 02130	32.7 (w) × 56.6 (h) cm	610-612 Aphrodite

18 On female fertility, see especially see especially Bagnall, Frier (1994): 135–159. The earlier dating of P.Mich. 13 664 would seem to exclude the identification of Christophoros and Basileios as brothers.

19 See the stemma in Fournet (2016): 120.

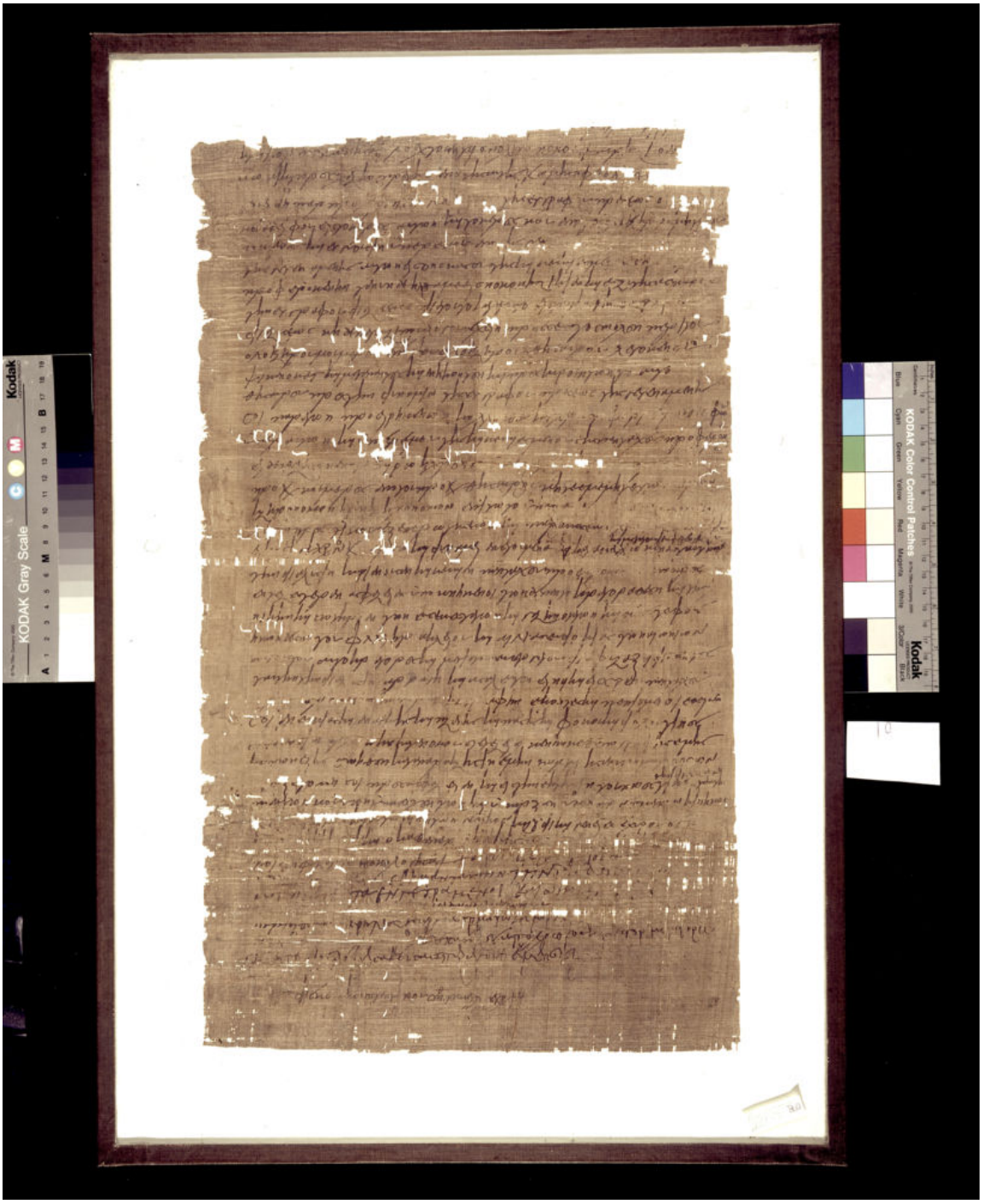

Figure 1. CBL Pap. 1016 02130.

(m1) κτήτωρ ἀπὸ κώμης Ἀφροδί(της) τοῦ Ἀνταιοπολίτου νομοῦ Αὐρηλίῳ [- ca.7-]

υἱῷ Βίκτωρος χαλκοπράτης ἀπὸ τῆς αὐτῆς κώμης Ἀφροδί(της) χα[ίρειν.]

ἐπειδήπερ πρὸ χρόνου [ἱ]καν[οῦ δ]ιὰ τῆς ἐγγράφου πράσεως ὁμ[ο]μητρίο[υ]

μου ἀδελφοῦ εἰς τὸ μέρος αὐτῶν καὶ τὸ μέρος μου ἀπὸ τοῦ ὁλοκλήρου μητρῴου

5 μου μέρους καὶ ἐγγυοῦσιν ὑπὲρ ἐμοῦ ἀπὸ τῆς γεν[α]μ[ένης -ca.20-]

τῆς γεγεναμένης αὐτῶν εἰς ὄνομά σου τῆς καὶ βεβαίας μενούσης[ς] π[α]ντ[α]χ[οῦ]
προφερομένην, τὰ νῦν δὲ ἦλθαμε εἰς νομον ἡλικίαν καὶ ἐζύτησας παρ᾽ ἐμοῦ
τὴν ἐγγράφου διαλύσεως διὰ τοῦτο, κατὰ τοῦτο εἰς ταύτην τὴν ἐγγράφου
διαλύσεως μηδένα τοῦ λιποῦ λόγου ἔχειν πρὸς σὲ τὸ σύνολον περὶ τοῦ
ὁλοκλήρου μου μέρου[ς] ἀπὸ τοῦ ὁλοκλήρου θησαυροῦ λεγομένου
Ψιμανοβετ καὶ μετὰ παντὸς καὶ ἀνηκόντον καὶ προσκυρούντων τοῦ αὐτο<ῦ >
θησαυροῦ πρὸς τὴν δύναμιν τῆς ἐγγράφου πράσεως τῆς γεγεναμένης
σοι παρὰ τῶν προειρημένων Κολλούθου καὶ Χριστοφορίου τῶν ἀδελφῶν
ὑπὲρ αὐτῶν καὶ ὑπὲρ ἐμοῦ τῆς καὶ βεβαίας μενούσης πανταχοῦ προφερομέ(νης).
εἰ δὲ θελήσομε ποτε καιρῷ ἢ χρόνῳ ὑπεξελ vestig -ca.22- τὸ
προκ(είμενόν) μου μέρος ἀπὸ τοῦ προκ(ειμένου) θησαυροῦ μήτε ἐμὲ μήτε τῶν ἐμῶν
κληρονόμον ἢ συνκληρονόμων ἐπὶ τωτο ὑπεξελε vestig -ca.20- .
λόγῳ προστίμου ἐξεπερωτήσεως καὶ παραβάσεως χρυσίου νομισμάτια
εἴκοσι γί(νεται) χρ(υσίου) νο(μισμάτια) κ ἔργῳ καὶ δυνάμει ἀπετούμενα καὶ καταβαλλώμενα καὶ μετὰ τοῦ διαφέροντος πρὸς ταύτην
τὴν διάλυσιν κυρίαν οὖσαν καὶ βεβαίαν πανταχοῦ προφερομένην. καὶ πρὸς
ἐντελεστέραν ἀσφάλειαν ὑπομνήμενοι τῶν δὲ παντοκράτορα θεὸν καὶ τὴν
νίκην καὶ σωτηρίαν τῶν εὐσεβεστάτων καὶ γαληνοτάτων καὶ θεοστεφοῦς
ἡμῶν δεσπότου Φλ(αουίων) Ἡρακλείου καὶ Αἰλίας Εὐδοκίας τῶν αἰωνίων
Αὐγούστου Αὐτοκράτορος καὶ μεγίστου εὐεργέτου διαφυλάξαι διὰ παντὸς
ταύτην τὴν διάλυσιν ἀρραγῆ καὶ ἀσάλευτον εἶναι καὶ εἰσχυρὰν πανταχοῦ
πρ[ο]φερομένην ἥνπερ ἁπλῆν γραφὴν ἑκόντες καὶ πεπισμένοι ἐθέμην
σοι ἄνευ βίας καὶ ἀπάτης καὶ πλάνης καὶ πάσης καὶ φόβου καὶ δόλου τινὸς
ἐν δημοσίῳ ἀρχείῳ καὶ κατὰ νόμους τετελειωμένην μεθ᾽ ὑπογραφῆς ἐμῆς
καὶ τῶν ἑξῆς συνηθῶν κατὰ παράκλησιν ἐμὴν μαρτυρησάντων μαρτύρων
καὶ ἐξετόμη σοι πρὸς ἀσφάλειαν καὶ εἰς τὴν ἔκτησιν τοῦ προστίμου ταύτην τὴν διάλυσιν
πάντων μου τῶν ὑπαρχόντων καὶ ὑπαρξόντων πραγμάτων κινητῶν
[τ]ε καὶ ἀκινήτων καὶ αὐτωκινήτων γενικῶς καὶ <ἰδικῶς ἐν παντὶ > ἴδι καὶ γένει ἐνεχύρου λόγῳ
καὶ ὑ[πο]θήκης δικαίῳ καθάπερ ἐκ δίκης. καὶ [ἐπερωτηθεὶς ταῦτα οὕτως ἔχειν]
ποιεῖν φυλάττειν ὡμολόγησα. (m2) Αὐρήλιος Βασίλειος Α [-ca.10-]
-ca.11- ἔθημεν ταύτην τὴν διάλησιν κ[αὶ] σ[τοιχεῖ]

μοι πάντα τὰ ἐνγεγραμένοι, καὶ ὤμοσα τὸν [θεῖον ὅρκον]

[ὡς πρόκειται. (m3) Αὐρήλιος] Ἰωάννης Ἰσακ μαρτυ[ρῶ ταύτῃ τῇ διαλύσει ἀκούσας]

παρὰ τοῦ θεμένου. (m4) Αὐρήλιος Γεώργιος Ἑρμαυῶτος μαρτυρῶ [ταύτῃ τῇ διαλύσει ἀ]κούσας

παρὰ τοῦ [θεμένου] (m5) [Αὐρ]ήλιος Παῦλος Ἀπολλῶτος κτήτορ μαρτυρῶ

40 ταύτῃ τῇ διαλύσεις ἀκούσας παρὰ τοῦ θεμένου

(m1) δι’ ἐμοῦ Κωνσταντίνου σὺν θ(εῷ) ταβελλ(ίωνος) ἐγρ(άφη)

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2 ῾υιω papyrus *l.* Βίκτορος *l.* χαλκοπράτῃ 3 *l.* ὁμ[ο]μητρίω[ν] 4 *l.* ἀδελφῶν 5 *l.* ἐγγυῶσιν ῾υπερ papyrus 6 *l.* γεγενημένης *l.* αὐτοῖς 7 *l.* προφερομένης *l.* ἦλθαμεν *l.* νομίμην (*or* ἔννομον) *l.* ἐζήτησας 8 *l.* ἔγγραφον *l.* διάλυσιν *l.* ἔγγραφον 9 *l.* διάλυσιν *l.* λοιποῦ *l.* λόγον 11 *l.* πάντων *l.* ἀνηκόντων 13 *l.* Χριστοφόρου 14 ῾υπερ papyrus 15 *l.* θελήσομεν 16 *l.* τοὺς *l.* ἐμοὺς 17 *l.* κληρονόμους *l.* συνκληρονόμους *l.* τοῦτο ῾υπεξελ papyrus 19 *l.* ἀπαιτούμενα *l.* καταβαλλόμενα 21 *l.* ἐπομνύμενοι (*or* ἐπομνύμενος) ῾υπομνημενοι papyrus *l.* τόν τε 22 *l.* θεοστεφῶν 23 *l.* δεσποτῶν 24 *l.* Αὐγούστων *l.* Αὐτοκρατόρων *l.* μεγίστων *l.* εὐεργετῶν 26 *l.* γραφεῖσαν *l.* ἐκὼν *l.* πεπισμένος 28 ῾υπογραφης papyrus 29 *l.* συνηθῶν 30 *l.* ἐξεδόμην *l.* ἔκτισιν 31 ῾υπαρχοντων papyrus ῾υπαρξοντων papyrus 32 *l.* αὐτοκινήτων *l.* εἴδει ἴδι papyrus 35 *l.* ἐθέμην 36 *l.* ἐγγεγραμμένα 37 Ἰωαννης papyrus 39 *l.* κτήτωρ

… [Aurelius Basileios], landowner, from the village of Aphrodite in the Antaiopolite nome, to Aurelios … son of Victor, dealer in copper ware, from the same village of Aphrodite, greetings. Since, some time ago, through the written sale made by my maternal brothers with regard to their share and my share of my mother’s entire lot and they are acting as guarantors for me ... of the deed drawn up by them in your name which remains valid wherever produced; and now that I have reached the legal age and for this reason you have sought from me the written agreement, [I have come] accordingly to this written agreement [by which I acknowledge that] henceforth no one has any claim against you at all with regard to this written settlement concerning my entire share of the entire granary named Psimanobet with everything and appurtenances and adjoining parts of the same granary in virtue of the written sale which was made for you by my aforementioned brothers Kollouthos and Christophorios on their behalf and on mine, which remains valid wherever produced. If we should at any moment or time want to withdraw (from the sale) ... in relation to the above share of mine of the above granary, neither I nor any of my heirs or co-heirs will withdraw (?) ... on this matter [and I agree to pay] on account of the stipulated penalty and transgression, twenty gold solidi, total 20 gold solidi, to be demanded as a matter of fact and with full legal power, and with what belongs to this settlement, it being valid wherever produced. And for your fuller assurance swearing, by almighty god and by the victory and preservation of our most pious and serene and god-crowned masters Flavii Heraclius and Aelia Eudokia, the perpetual Augusti and Imperatores and greatest Benefactors, to preserve this agreement permanently, unbroken and undisturbed, and in force wherever it is produced, which I have of my own free will and consent deposited for you in the public registry as a single deed, free of violence, deceit, all fraud, intimidation, all trickery, and completed according to the laws with my subscription, followed in order by those customary witnesses who have upon my request borne witness; and I have surrendered this settlement for you as a security and for the payment of the penalty, [and I mortgaged] all my possessions present and future, movable and immovable and live-stock, generally and severally, [in every class and] kind, by way of pledge and by right of mortgage as though by decree of court. And [having been asked the formal question] I have

consented that these things are so, to do and to preserve. ⸆⸆ I, Aurelios Basileios ... have made this settlement, and I agree with all that is written herein, and I have sworn the divine oath, [as aforementioned]. I, Ioannes son of Isak ... [bear witness to this settlement having heard it] from the party. ⸆ I, Aurelios Georgios son of Hermauos bear witness [to this agreement] having heard it from the party. I, Aurelios Paulos son of Apollos, landowner, bear witness to this agreement having heard it from the party. ⸆⸆ Written by me, Konstantinos, God willing, tabellio ⸆⸆

§27 1 The name of the person making the dialysis is lost at the beginning of the text, but the restoration of the Basileios in l. 34, kindly suggested by Jean-Luc Fournet, looks certain. The addressee is not known.

§28 2 χαλκοπράτης, 'a dealer in copper ware', is a rare word in Greek, but occurs in Aphrodite: see P.Lond. 4 1419 (716–717), where it is both a profession (ll. 1215, 1279, 1294) and the name of a topos (ll. 102, 170, 687, 990, 1048); SB 20 15099 (which belongs to P.Lond. 4 1419) 4, 10, 147 (all referring to the τόπος Χαλκοπράτου). In P.Mich. 13 662.26, a document not only chronologically close to the present document, but also belonging to the same dossier, χαλκοπράτης is the profession of Menas, son of Chichois, owner of a house neighbouring on the property being sold. χαλκοπράτης is attested as a buyer in another Greek document belonging to the same purchase, CBL Pap. 1015, which we are preparing for publication.

§29 3 P.Lond. 5 1729.10 (Syene, 584) has ἐξ ἐγγράφου πράσεως, but διά with ἐγγράφου πράσεως occurs in P.Münch. 1 11.9 (Syene, 586) and is suggested by the editor of P.Lond. 5 1769.5 (Hermopolite, 6th c.).

§30 3–5 The sentence starting with ἐ̣πειδήπερ πρὸ χρ̣όν̣ο̣υ̣ [ὀ]λ̣ί̣γ[ου] is problematic. The sequence of thought seems easy enough to paraphrase: seeing that, because of the sale made by my brothers with regard to their share and my share of our mother's estate, and because they are acting as guarantors on my behalf since I was too young at the time of the sale, and because I have now reached the legal age and you have asked me for this dialysis, I am accordingly issuing it. How this is achieved syntactically is less easy to work out. καί before ἐγγυοῦσιν suggests another verb earlier in the text, although it could have been added unnecessarily (as in line 27: πλάνης {καὶ} πάσης). The narration then seems to require focus on the buyer. Words are left out elsewhere in the text, and ἠγόρασας would be an obvious possibility: since through the sale made by my brothers you bought their share and my share of our mother's estate. In that case, however, the εἰς before τὸ μέρ̣ος would be superfluous.

§31 The possible omission of crucial parts of the syntactic structure could be explained by a poor command of written Greek, but perhaps the copying process is also to be blamed. As discussed later in the commentary to line 26, the dialysis was written in more than one copy. Perhaps the scribe copying the text from the copy number one made a mistake and omitted the subject and verb.

§32 3–4 ὁμ̣[ο]μ̣[ητ]ρ̣[ίο]υ̣ | μου ἀδελφοῦ: the singular must be a mistake, since ll. 4 and 12–14 say that the sale was contracted by two brothers. The singular ἀδελφός could be a simple mistake, which would come as no surprise, since our dialysis contains other grammatical and syntactical errors, but there might also be a legal explanation. If one of the two adult brothers was represented, due to his physical absence, by the other acting as his proxy, the representing brother would have been present alone in reality, but the sale would have been contracted for both brothers and both would have been party to the sale. This is exactly the situation presented in SB Kopt. 3 1369 (646/647): Markos and Kollouthos, sons of Christophoros, contracted an exchange of land while Markos was absent, and Kollouthos acted for himself and Marcus.

§33 4 μητρ̣ῴ̣ου: τὰ μητρῷα or, more frequently, μητρῴα κληρονομία, i.e. *bona materna*, are attested in contemporary papyri, especially from Aphrodite, and imperial laws; e.g. P.Lond. 5 1708.15;

P.Cair.Masp. 2 67156.23 (Antinoopolis, 570); P.Gascou 69.9 (Kellis, 325–330); P.Cair.Masp. 1 67026; CJ. 1.5.18.8; Nov. 22.34; 74.pr. 2; 136.2.

§34 *Bona materna*, 'maternal goods', was a special regime of inheritance in late Antiquity. It was a property acquired by children upon their mother's death, which they, although being owners, could not dispose off independently without the father's consent as long as he lived and remained unmarried. The father was given practical power over the *bona materna*, but he was not an owner, so after his death this property did not pass to his other heirs, and it enjoyed other protections.[20] Since our dialysis concerns the sale of *bona materna*, but paternal consent is not mentioned for any of the three brothers, it must be that the fathers were dead at the time of contracting it.

§35 4–5 εἰς τὸ μέρος αὐτῶν καὶ τὸ μέρος μου ἀπὸ τοῦ ὁλοκλήρου μητρῴου μου μέρους. One would expect a description of what the sons had inherited from their mother: perhaps μου κλήρου at the start of l. 5 (or κληρονομίας or οἰκίας). The reading μέρους is not certain, as the rho does not look like any other rho in the text, but it is difficult to see what else it could be.

§36 5 ἐγγυοῦσιν (ἐγγυῶσιν) ὑπὲρ ἐμοῦ. In normal circumstances, if Basileios had not confirmed the sale, his brothers would not have been able to comply with the contract and they would have failed to perform their main obligation, which is handing a free-of-defects object to the buyer. In consequence, the buyer would have had acquired the right to take an action *in personam* against Kollouthos and Christophoros. The verb ἐγγυοῦσιν, however, suggests that they took up an additional liability towards the buyer. In selling the granary, Kollouthos and Christophoros provided a surety, i.e. they guaranteed that their brother would confirm the sale. If Basileios had failed to provide this confirmation, the buyer would have had not only the action based on sale, but also an additional one based on this surety, against the two older brothers. At the moment of issuing the dialysis, Baisleios ceased his brothers' liability for both the main obligation, the sale, and the accessory one based on surety.

§37 Although the original Roman surety was based on an abstract oral contract performed separately from the main one, in the sixth century it depended on writing. In the Aphrodite archives, it could be included in the main contract, e.g. P.Cair.Masp. 3 67303 (553), a lease with surety for rent, P.Berl.Zill. 6 (527–56), a sale with surety for the transfer of an object; or constitute a separate contract of suretyship between a creditor and a guarantor, e.g. P.Cair.Masp. 3 67296 (535); 67328 (521); PSI 8 932 (518–527).[21]

§38 7 ἤλθαμε must be a mistake for the first person singular, ἦλθα. The change of person from singular to plural is most probably a simple scribal error, and would not be easy to explain logically, as Basileios is the only party to the dialysis and talks in his own name. The story of the sale seems straightforward, but it might have been relatively distant in time, making the details a little hazy. Moreover, it was based on the concept of legal representation that might not be fully understood by a non-legal mind: a person representing another and being a party at the same time is one person in reality, but, so to speak, two in the deed.

§39 νομον ἡλικίαν (l. νομίμην or ἔννομον ἡλικίαν): the 'legal age' means either 14 or 25.[22] Children below 14 could be divided into two groups: children below seven could not act in law at all, but those old enough to express their wishes, that is above seven and below 14 years old, could acquire benefits without any assistance: they could, for instance, receive a donation. Doing so they acted on their own behalf. They could not, however, diminish their property in any way, including obligations in which the debt was reciprocal, without their tutor. The guardian of any child under the age of fourteen managed his ward's property and contracted in his own name without the consent or presence of the

20 See C.Th. 8.18; Wimmer 2023: 1351–1353.

21 See Zimmermann (1996): 114–141.

22 Justinian fixed the age of puberty as 12 for girls and 14 for boys, CJ. 5.60.3 (529) und Inst. 1.22 pr.

ward, as direct representation was not known in Roman law. Only after the guardianship was over did he have to settle the accounts with the ward, Hähnchen (2023): 785.

§40 The second group of under-age persons were *minores* between 14 and 25. In early Roman law, they were fully capable of contracting, but benefitted from certain protections, which allowed them to reverse transactions easily due to their inexperience.[23] This situation caused uncertainty and must have discouraged people from contracting with minors. As a result, minors started to act in law with a *curator* (*cura minorum*) whose assistance made the transactions irreversible. With time *cura minorum* became standard, and started to resemble *tutela* to the extent of providing both the minor and curator with an action based on the one given to the ward and guardian, *actio tutelae utilis*.[24] Regardless of these Late Antique changes, *cura minorum* remained an independent institution: the *curator*, for instance, never obtained the power to manage the property of a minor himself.

§41 If we take the text of the dialysis at face value, Basileios had not been a party to the sale when it was contracted: cf. lines 3–4 and 12–14, which suggest that Basileios was under the age of 14 at the time of the sale, although there is no reference to his tutor. Rather than involve Basileios legally with the introduction of a tutor, Kollouthos and Christophoros give a guarantee to the buyer on behalf of Basileios that when he comes of age he will approve the sale. If he had been over 14, he could have taken part in the sale himself, presumably with a *curator*. On the other hand, there are no traces of a curator in the dialysis, which suggests that he was older than 25 at the time of issuing it. The obvious solution is to assume that 11 years have passed between the sale and dialysis, but l. 3 says: πρὸ χρ̣όν̣ο̣υ̣ [ὀ]λ̣ί̣γ[ου, a short time ago. Based on the papyrus and models of *cura* and *tutela*, it is difficult to be certain about the age of Basileios.

§42 The expression ἔννομος ἡλικία is attested in other documents from Aphrodite, e.g. P.Cair.Masp. 2 67151 (570). In the bequest for a boy called Athanasios, he is to be given a quantity of wine, wheat and oil, but only until he reaches the legal age: [μέχρι τῆς] ἐννόμου αὐτοῦ ἡλικίας καὶ μόνης (l. 296). In the next sentence that legal age is described differently: μ[ετὰ δὲ τὸ αὐτὸν] ἐφϊκέσθαι τῆς αὐτῆς μεγίστης ἡλικίας, thus adult age. In this example, the legal age arrives when the boy is old enough to support himself. In another passage of the same will the *proestos* of the monastery was appointed as guardian of the testator's sons until they reached the legal age, ἄχρι τ[ῆς α]ὐτῶν ἐννόμου ἡλικίας (l. 242). Earlier in the text, the sons were described as ὡ[ς ν]ηπί̣ο̣[υ]ς καὶ [ἀ]φήλ̣ι̣κ̣α̣[ς] (l. 232), which suggests that they were children. Apa Besas was to act ἐν τάξει γενικοῦ κουράτορος καὶ κατὰ νόμους κηδεμ̣όνος, so he was first to be tutor, and when they turned 14 he was to continue his assistance to the children, but in the role of *curator.* Curatorship for minors should not be given in the father's will, since the *minors* chose the *curator* for themselves, so the binding part of the appointment was for children before 14, while the appointment of the *curator* would have been additional.

§43 Another example comes from P. Gascou 30, an agreement concerning the management of estates. The contract, one of the latest documents belonging to the archive of Dioskoros (565–578), was made between a party representing three underage boys and their adult brother who agreed to manage his brothers' estates (maybe co-owned by him), provide them with the income obtained from these estates, settle the accounts every year, provide the brothers with his personal care and share the household with them. The obligations were to continue until the death of either the elder brother or his representative, or upon the younger brothers' reaching the legal age, ll. 7 and 22–23: ἄχρι τῆς ἐννόμου ἡλικίας.

§44 As underlined by Jean-Luc Fournet, due to its familial context the document is unique among other contracts of management. He proposed an interesting interpretation: the contract would have been

23 The *Lex Laetoria* of 191 BCE introduced *iudicium publicum* against persons who profited by abusing the inexperience of *minores*; it also provided young adults with the right to private *actio legis Laetoriae*, which allowed them to reverse the effects of a deed unfavourable to a *minor*. They were also entitled to *exceptio legis Laetoriae* and *restitutio in integrum ob aetatem*. See di Salvo (1979).

24 Azara and Eula 1964: s.v. cura; Babusiaux 2023: 2419.

between Dioskoros himself and his oldest son. Dioskoros, on leaving his lay life and departing to the monastery, would have entrusted his estate and personal care of his children to his only adult son (see introduction to P. Gascou 30). There might be another interpretation possible: the contract could have been between a formal guardian of all four boys and one of them who reached adulthood. A monastic guardian[25] might have not been interested in taking personal care of children and management of their estate, thus he would have used the first opportunity to get rid of it. Whatever happened, the oldest brother must have been over 25, as he had to have full capacity to act in law to undertake the management of the estate. The age of his younger brothers remains unclear, however. Since the obligations are a mixture of personal and economic burdens, we may assume that there were children younger than 14. The examples cited suggest the age of 14 for ἔννομος ἡλικία, but the lack of a *curator* for Basileios in our dialysis makes 25 more plausible.

§45 8–9 κατὰ τοῦτο εἰς ταύτην τὴν ἐγγρ̣άφ̣ο̣υ̣ διαλύσεως μηδένα τοῦ λιποῦ λόγου ἔχειν πρὸς σὲ τὸ σύνολον. The clause belongs to a waiver of claims to confirm that Basileios would have no further claims on the land after the dialysis has been issued. Such a clause is well attested,[26] but here it is corrupted. First, we lack a verb to explain the word εἰς: he must be saying 'I have come to this written settlement'. Second, the case of 'written settlement' should be accusative not genitive. Third, we need another verb to explain the accusative and infinitive, μηδένα … ἔχειν. Finally, λόγου in μηδένα τοῦ λιποῦ λόγου should be accusative. A clear example of the expected sequence is provided by P.Lond. 5 1730.16 (Syene, 585): κατὰ τοῦτο ἥκω εἰς ταύτην την ἔγγραφον ὁμολογίαν δι᾽ ἧς ὁμολογῶ ... It is difficult to explain such a level of textual corruption other than by extreme carelessness on the part of the person copying the text (on the number of copies below).

§46 11 Psimanobet always with omega is unique to Aphrodite, recorded mostly as a personal name, borne, for instance, by the great-grandfather of Dioskoros, and many others: Ruffini identifies 15 individuals named Psimanobet.[27] For a Psimanobet, father of Maria and Enoch, contemporary to our dialysis, see SB 18 13320 (= P.Mich. 13 665). ll. 7, 19, 59, 60, 65. The name is also attested as a toponym in the later period, as in two 8th century land tax registers, P.Lond. 4 1419.1288 and P. Lond. 4 1425.7.[28] The present text provides the first reference to what was known as Psimanobet's granary.

§47 προσκυρούντων in this formula appears in only one other text, also from Aphrodite, P.Michael. 41.17 (6th c.).

§48 13 On Kollouthos and Christophoros see Introduction.

§49 15 θελήσομεν for θελήσω looks like the same sort of confusion between 1st person singular and 1st person plural as in line 7, but perhaps there is some logic in the mistake. Even though Basileios should be talking only on his own behalf, there were three vendors, and, as we have already seen, the person who drew up the dialysis had difficulties navigating the precise details of the settlement. Basileios is the one making the declaration, but perhaps he is thinking of his two brothers and fellow vendors as well.

§50 15–19 ὑ̣π̣ε̣ξ̣ε̣λ̣[The xi and lambda of this word are clear, as they are in line 17, where the upsilon at the beginning of the word cannot be read, but the bow that the scribe uses above initial upsilon

25 The choice of the monk for a testamentary tutor may be somewhat surprising, for monks as much as clergy were freed from the duties of both guardianship and curatorship, CJ 1.3.51: Justinian. This may explain the form of the appointment which is phrased as a kind request (*fideicommissum*), not a proper appointment in P.Cair.Masp. 2 67151. Yet, the appointment of apa Besas in P.Cair.Masp. 2 67151 as a guardian followed the generous bequests of boats and money to the monastery, so it is difficult to imagine that the superior of apa Ieremias would have refused the request. Such a bequest reduced the risk of a detriment to the holy house which *tutela* could cause, Nov. 123.6, cf. Can. 3 & 7 of Chalcedon, Wojtczak (2018/2019): 154 n. 110.

26 Steinwenter (1932): 87–88.

27 Ruffini (2011): 513–516.

28 Marthot (2013): vol. II, s.v. Ψιβανωβετ, Psibanôbet.

elsewhere in the document is clear. We need an infinitive dependent on θελήσ̣ο̣με(ν) and while the obvious possibility seems to be ὑπεξελεύσασθαι, ὑπεξέρχομαι is extremely rare in the papyri, and the reading does not fit the ink traces: after ὑπεξελε there is a descender that rules out the possibility of υσασθαι. Also, it should mean 'escape from' or 'withdraw'. What Basileios is aiming to say in lines 15–19 is, 'if at any time I should wish to withdraw (from the sale) in relation to my share of the above mentioned granary, I agree that neither I nor any of my heirs or co-heirs will do so, and I will pay you as penalty for transgressing the settlement twenty nomismatia'. If it is not possible to read the expected verb in such a context for taking legal action – ἐπελεύσασθαι with σοι (there is not sufficient space in the lacuna for ἢ τοῖς κληρονόμοις ἢ συνκληρονόμοις, as is found in, for instance, P. Lond. 1 77 = P.Mon.Phoib. 1.42 [Western Thebes, 615–620/621]) – ἐξελέγχειν, to put to the test in court, would have a satisfactory meaning, and ὑπεξελέγχειν could conceivably fit the traces, but it is not an attested form of the verb. It is difficult to think what the word could be. A verb is also needed to govern what is likely to be the infinitive of the same verb again in line 17, ὑπεξελε-. Something like ὁμολογῶ εἰς το at the end of line 15 would fit the space. We would then have an accusative and infinitive in lines 16 and 17, μήτε ἐμὲ μήτε τοὺς ἐμοὺς κληρονόμους ἢ συνκληρονόμους ἐπὶ τοῦτο ὑπεξελε-?. Suggesting scribal error in the vicinity of a lacuna runs the risk of falling foul of Youtie's law, but the writer gets the case wrong on a number of occasions elsewhere in the text. The occurrence of κληρονόμον ἢ συνκληρονόμων does bring to mind the formula, particular to Aphrodite, μηδενός σοι ἀντιποιουμένου ἢ ἀντιποιησομένου τῶν μετ' ἐμὲ κληρονόμων ἢ συνκληρονόμων ἢ τῶν ἐκ γένους μοι ἀνηκόντων ἢ ἀγχιστευόντων (see P.Mich. 13 662.47–49; P.Michael. 40.38–40 [544–559]; P.Michael. 45.50–52 [540]; P.Michael. 52.18–20 [631–632]; SB 18 13320.78–79 [613–641]). Although there is no room for such a long formula, the meaning of the clause in the present text must be similar. In the lacuna at the end of line 17, another verb is needed to explain the 20 nomismatia fine (e.g. δώσω in Stud.Pal. 3 393.4 [provenance unknown, 6th century], ὁμολογῶ διδόναι σοι in P.Lond. 5 1660.42 [553], P. Heid. 5 345.9 [Oxyrhynchites, 6th century]). Conjecturally, the lines could run in some such manner as the following:

15 εἰ δὲ θελήσομέ<ν> ποτε καιρῷ ἢ χρόνῳ ὑπεξελε-? σε, ὁμολογῶ εἰς τὸ
προκ(είμενον) μου μέρος ἀπὸ τοῦ προκ(ειμένου) θησαυροῦ μήτε ἐμὲ μήτε τοὺς
ἐμοὺς
κληρονόμους ἢ συνκληρονόμους ἐπὶ τοῦτο ὑπεξελε-? σε, καὶ δώσω
λόγῳ προστίμου ἐξεπερωτήσεως καὶ παραβάσεως χρυσίου νομισμάτια
εἴκοσι γί(νεται) χρ(υσίου) νο(μισμάτια) κ

§51 The clause expressing the provision for a penalty to be imposed on the party transgressing the dialysis was a standard element of dialysis documents (e.g. P.Münch. 1 1.47–50 [Syene, 574]; P.Münch. 1 7.66–71 [Antinoopolis, 583], P.Vat.Aphrod. 1.81–85 [598]) although not always (e.g. P.Dublin 34). None of these documents provides an exact parallel, however, because they have general stipulations, while ours seems to be specifically, rather than formulaically, expressed to put emphasis on the claim which was given up in the settlement. The clause is another hint that the document goes beyond copying and applies legal remedies to the individual situation.

§52 18 λόγῳ προστίμου ἐξεπερωτήσεως καὶ παραβάσεως χρυ̣σ̣ί̣ο̣υ: see P.Lond. 5 1660.42, P.Cair.Masp. 2 67243.21–22 & P.Jördens 40.3. In Roman law, contractual penalty was added by an additional stipulation, i.e. oral contract, which already in the third century started to be simplified into a mere stipulatory clause. Thus, the penalty is stipulated because the penal clause was added to the contract which was concluded with the stipulatory clause, see Finkenauer (2023): 616–617. The pair ἐξεπερώτησις καὶ παράβασις expresses that the penalty was due only if both, the separate stipulation and actual transgression by bringing an action, happened.

§53 19 ἔρ̣γῳ καὶ δυνάμει: Kübler proposed translating it as *vi ac potestate* and interpreted it as a special execution clause.[29] This translation, however, does not seem to render the proper meaning of the clause, so we accept the English translation of van Minnen and Gagos in their edition of P.Vat.Aphrod. 10 = SB 22 15477.86, 'to be demanded as a matter of fact and with full legal power', which is based on the commentary to P. Münch. 1 4.35 (Syene, 581).[30] As noted by the editor of the Munich document, the clause does seem to refer to an execution regime, but the material we possess is not enough to confirm it. The clause expresses the requirement that a party or parties should pay the penalty if they transgress the agreement, because these are the facts they stipulated, and because it is enforceable in law.

§54 It is not clear exactly what Konstantinos was intending with his addition above the text at the end of the line. He has added some, but not all, of the usual formula, which would run something like, μετὰ καὶ τοῦ διαφέροντος καὶ ἀναλώματος πρὸς τῷ βεβαίαν εἶναι καὶ ἰσχυρὰν ταύτην τὴν πρᾶσιν πανταχοῦ προφερομέ(νην), as in P. Mich. 13 664.33–34, one of the other surviving deeds drawn up by Konstantinos. It is not possible to tell whether he forgot the formula or just ran out of space.

§55 21 ὑπομνημένοι (l. ἐπομνύμενοι or perhaps ἐπομνύμενος) For a possible explanation of the confusion between singular and plural see commentary to l. 7.

§56 23 There is some variation in the sources on Aelia Eudokia's name. P.Oxy. 1 138.35–6 (Oxyrhynchos, 610/611) calls her Aelia Flavia – τῶν εὐσεβ(εστάτων) ἡμῶν δεσποτῶν Φλαουί(ου) Ἡρακλείου καὶ Αἰλίας Φλαβίας … . In *Chronicon Paschale* (Migne PG 92) 384 C she is Eudokia also called Fabia (Εὐδοκία ἡ καὶ Φαβία), in Georgius Cedrenus, *Historiarum Compendium* 1.713–14 (Bekker), she is Fabia also called Eudokia (Φαβία ἡ καὶ Εὐδοκία). In Zonaras (4.15.1) her name is Eudokia, and Heraclius also named her Fabia.

§57 26 ἥνπερ ἁ̣πλῆν γραφήν (l. γραφεῖσαν). We cannot take the expression at face value, a 'document written once', because in line 28 we are told that the *dialysis* was registered in the public archive. Our papyrus cannot be the public archive's copy, since it belongs to the private archive of Phoibammon/Kollouthos. Not only did the buyer need a physical confirmation of sale, but Basileios, too, might need a copy for tax purposes or in case a third party brought a claim against him concerning the property sold; and Basileios' brothers, who had provided the surety for their under-age brother, would have wanted written proof that the surety no longer existed. So, there must have been at least three or four copies.

§58 The same expression is attested in several other documents belonging to the papers of Phoibammon/Kollouthos, all of which are sales registered in the public archive: P.Vat.Aphrod. 5.6 (after 525); P.Mich. 13 664.34; P.Mich. 13 663.25 (575–650); P.Mich. 13 662.52; P.Michael. 52.27; SB 18 13320 (= P.Mich. 13 665).99. The expression also occurs once in the Dioskoros archive, P.Lond. 5 1660.25, a confirmation of risk and liability in a partnership for tax collection issued by one partner to another, but not registered in the public archive.

§59 Some documents were indeed produced in only one physical copy. Acknowledgements of debt were written in one copy, issued by the debtor and kept by the creditor until the debt was paid off. Having such a confirmation in only one copy was convenient: once the creditor or his successors were paid off, they returned the document. In this way the creditor no longer had the acknowledgement of debt in his hand, while the former debtor had the contrary proof in the form of a recovered debt

29 Kübler (1939): 562–569.

30 Gagos, van Minnen (1994) 1994: 112–113. See also Palme (2003): 538–551.

acknowledgement.[31] The procedure is nicely illustrated in P.Cair.Masp. 3 67306.4–8 (515), and P.Cair.Masp. 2 67167.36–45 (Antinoopolis, 566–573). In both cases, the creditors had lost the acknowledgement of debt and had to issue a separate document not only to confirm that the obligation was fulfilled, but also to cancel the previous acknowledgement. P.Cair.Masp. 2 67167 specifies that even if it was found it could not be used to recover the debt again.[32] This is, however, not a sale or a dialysis.

§60 'Once written' becomes clearer if compared with 'twice-written' deeds. For example, P.Cairo Masp. 2 67153 + P.Cairo Masp. 2 67253 dupl. (Antinoopolis, 568) is a twice-written deed. These two documents pertain to one agreement, the divorce of Aurelius Menas and Aurelia Maria. P.Cairo Masp. II 67153 was issued by Aurelius Menas for Aurelia Maria, while P. Cairo Masp. II 67253 was issued by Aurelia Maria for Aurelius Menas. The two documents are not identical: the parties individually declared *repudium* to one another and that they had no future claims against one another.[33] These are, therefore, two unilateral declarations constituting one agreement of divorce. The document issued by the husband is more or less complete and it contains the statement (ll. 33–34), [καὶ τὸ] γράμμα τούτο[υ] τοῦ ῥεπουδίου ἐθέμ[ε]θα πρὸς ἀλλήλ[ους] δισσὸν γραφέν which must mean that the deed was constituted by two separate unilateral declarations of the parties' consent which they exchanged. The same pattern is seen in another divorce agreement from Antinoopolis, P.Flor. 1 93 + P. Lond. 5 1713 (569).[34]

§61 The term twice-written, however, did not always imply the exchange of two unilateral acknowledgments. P.Cair.Masp. 2 67156, for instance, is an agreement about a debt between a mother, Aurelia Tekrompia, and her daughter, Aurelia Maria. The daughter and her siblings had contracted a debt with the mother, perhaps stemming from guardianship, which they paid off out of the rent of houses belonging to the daughter. The agreement survived in at least three copies all of which Maspero used for his edition P.Cair.Masp. 2 67156 A; B = P.Cair.Masp. 2 67156 and C (see P.Cair.Masp. 2, p. 109). In copy A line 3 we read: [τα]ύτην τί̣[θ]ενται καὶ ποιοῦνται π[ρὸς ἀλ]λή̣λο̣υ̣[ς τ]ὴν ἀντισ[ύ]γγραφ[ον κοινὴν] ἁπλ̣ῆν ὁμ[ο]λογία[ν]. In the apparatus Maspero noted that copy B has δισσὴν ὁμότυπον ὁμολογίαν, while C has δισσὴν ὁμ[… . All three papyri document the same agreement between the same parties, Tekrompia and Maria. Copy A had crosses applied by the parties as their subscriptions, the same crosses with their description are present in copy B, while C seems not to have them.[35] The expression δισσὴ ὁμότυπος ὁμολογία means that the agreement was written in two copies of the same content, valid and signed by both parties (Copy C having no signatures seems to be an unfinished draft.). This meaning is supported by earlier sources, such as IG 12 7.53.36–38 (Arkesine, Amorgos, 242): ἐγράφησαν ἁπλᾶ ψηφίσματα δύο, ἐξ ὧν τὸ ἕν ἀπετέθη ἰς τὰ ἀρχεῖα, τὸ δὲ ἕτερον ἔλαβεν ὁ Ἑρμῆς, where there is a clear distinction between ἁπλοῦς, in the sense of a single document, and the number of copies made.[36] And this is the meaning of the phrase ἁπλῆν γραφὴν in our dialysis: it was produced as one deed, not two counterpartying ones, but implies nothing about the number of copies. We propose to translate it as 'written as a single deed'.

§62 27 ἀπάτηης: as Jean-Luc Fournet suggests, judging from the much heavier ink of the second eta, it seems likely that Konstantinos paused to re-ink his kalamos, and on resuming, forgot that he had already written the η.

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31 Yet, it had no constitutive value, as the material truth was investigated every time, a situation illustrated by P.Mich. 13 659 + P. Vat. Aphrod. 17.33–40 (527–547) in which the vendor claimed that because a long time had passed since they contracted the now controversial sale, they were not required to keep the proofs. The controversy was resolved regardless: see Wojtczak (2016): 293–295.

32 See Fournet (2018): 175.

33 See Urbanik (2002).

34 See Steinwenter (1932): 81.

35 See the images on http://ipap.csad.ox.ac.uk/4DLink4/4DACTION/IPAPwebquery?vPub=P.Cair.Masp.&vVol=2&vNum=67156).

36 Discussed with further epigraphic examples in Wilhelm (1909): 260–261.

§63 28 ἐν δημοσίῳ ἀρχείῳ: the expression is well-attested in many (but not all) [37] sales of land from Aphrodite, ranging in value from as little as ⅔ of a solidus to 10 solidi,[38] and some cessions, but not in sales of movables.[39] The clause cannot be attributed to a single scribe, as it is attested over a span of a hundred years, and it is also found outside the Aphrodite archives.[40]

§64 The archive reflected in the expression ἐν δημοσίῳ ἀρχείῳ must be the one concerned with public instruments (*instrumenta publica*). The only such archive in provincial cities was the one that housed municipal document registers (*gesta municipalia*), which was administered by the city *curia*, with registration supervised by the *defensor civitatis*.[41] Public instruments completed through registration in the archive were a late-antique development. In a few cases, such as donations or the opening of wills, registration was required by law, but the range of documents registered changed over time. Registration was nevertheless open to all types of deeds and could be an attractive alternative to a privately made document, as the value of the proof of a registered document was indisputable (CJ. 7.52.6; Nov. 73).[42]

§65 There is, however, one problem with this interpretation. The mere existence of curial archives in Egypt has become controversial in scholarly literature, primarily because documents from such archives are lacking in the papyrological material.[43] Nevertheless, the institution of *instrumenta publica* must have been known and practiced all over the Empire, which is suggested by a number of references to registration made in the *Justinianic Code* and *Novels* in various contexts and in excerpts of laws issued between Constantine and Justinian.[44] The practice of registration was also current in Ravenna, as is well attested in its papyri.[45] Although the public registers themselves have not survived from Egypt, some documents refer to public registration, e.g., the recently published P.Hoogendijk 42, dating to the last century before the Arab conquest. This papyrus is one of very few surviving late-antique Alexandrian papyri and seems to record the procedure of the opening of a will *apud curiam*.[46]

§66 It could be argued that drawing conclusions about Egypt generally through Alexandrian examples is not reliable, as the capital must have been a special case, but another example comes from Antinoopolis: P.Cairo Masp. 1 67006v (566–570) refers to registration concluded in front of the office of the *defensor civitatis* in Lykopolis. It is a marital contract between the spouses and their fathers, in which

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37 Obviously, not all documents are preserved in a state that allows us to see whether the clause was added, but some are complete and do not contain it. e.g. P.Lond. 5 1686 (565).

38 P.Vat.Aphrod. 5 fr. C.7; P.Michael. 40.51; P.Cair.Masp. 2 67169 bis.43 (569); P.Mich. 13 664.34; SB 18 13320 (= P.Mich. 13 665).100; P.Michael. 52.29; P.Mich. 13 663.27; P.Mich. 13 662.54; P. Michael. 56r.2 (6th c.); and P.Michael. 41.68; maybe P.Cair.Masp. 3 67310, fr. C (566–573) in which it is heavily, but also reasonably, reconstructed.

39 P.Cair.Masp. 2 67127 (544) and SB 20 14240 (6th c.) (sales of wool); SB 20 15202 (501–550); P.Lond. 5 1701 (510–540); P.Vat.Aphrod. 9 (6th c.) (sales of wine); P.Vat.Copt. 1 (7th c.) (sale of a part of a wagon). P.Vat.Copt. 5 (7th c.), a sale of land, repeats the clauses of Greek sales.

40 It is found, for example, in two seventh-century sales of parts of houses from Apollonopolis (SB 1 5112.65; 1 5114.47). Another occurrence is in a dialysis resulting from an arbitration in which one party confirmed an earlier sale of land and waived claims to that land (SB 6 8988 [647]). See the commentary of Urbanik (2007): 386–387.

41 The office of defensor civitatis was created in the fourth century as a protection for the lower strata of society (C.Th. 1.29.1; Nov. 15 praef.). It was a high provincial office, for Nov. 7.12 lists it in the same rank as the provincial governor (Nov.15 praef.; 8.49). One of the main functions of the defensor was the insertion of documents into the document registers (see C.Th. 10.22.6; Edictum Theodorici 52–53). In reforming the office, Nov. 15 explains in the praefatio that the office was so corrupt that the defensores did not even register deeds. The Novel focuses on registration as one of the main functions of the defensores that needed reform.

42 From the beginning of the fourth century, donations had to be registered in the municipal archives for their validity (cfr. Fr. Vat. 249; C.Th. 8, 12, 1 repeated in C. 8, 53, 25). From the end of the fourth century at the latest, wills had to be opened in the office of the censor (*apud officium censuale*) and introduced in the public records (C.Th. 4.4.4; CJ. 6.23.18). In the fifth century, transfers of land also had to be registered (Nov. Val. 15). On the registration of documents see: Tarozzi (2006); Santoni (2011): 9–32

43 Sarris (2012): 23.

44 E.g. CJ. 1, 2, 17, 2; 1, 3, 38; 1, 4, 20; 1, 3, 45, 14; 4, 21, 20; 4, 29, 23, 1; 7, 52, 6; 8, 17, 11, 1; 9, 22, 21; Nov. 7; 73; 117.

45 P.Ital. 4–5 (*gesta apertionis testamenti*); P.Ital. 10–11 A–B; 12; 14–15 A–B; 21; 26 and 27 (donations); P.Ital. 2 29, 31 and 33 (sales) after Santoni (2011): 20.

46 See Balamoshev's introduction to P.Hoogendijk 42 and commentary to l. 12; and Nowak, Balamoshev, Vanderheyden (forthcoming).

we find a passage referring to a security completed at the *defensor*'s office in Lykopolis to safeguard the return of everything given with the dowry (should the spouses separate or die).[47]

§67 Although conclusive evidence for document registration in Egypt is scarce, it exists. There is no real ground to assume that it was not carried out in the sixth century or even early seventh century in Egypt. The presence of the clause ἐν δημοσίῳ ἀρχείῳ must be, therefore, interpreted as a reference to the real procedure.

§68 31 The formula requires ὑποκειμένων σοι εἰς τοῦτο before πάντων.

§69 37–40 Men acting as witnesses do not occur elsewhere in the archive. It is no surprise, however, as only a few documents from the relevant period survive in the Aphodite evidence.[48]

§70 41 In the other deeds drawn up by Konstantinos as tabellio, there are three crosses at the end. The middle one in this document is hard to see, but there are traces of it.

Bibliography

Alston, R. (2002) The City in Roman and Byzantine Egypt. London.

Arjava, A. (1998) "Paternal power in Late Antiquity," JRS 88: 147–165.

Azara, A. and Eula, E. (eds) (1964) Novissimo digesto italiano. Torino.

Babusiaux, U. (2023) "§ 84. Klage aus Vormundschaft (actio tutelae)" in: U. Babusiaux et al. (eds.) Handbuch des Römischen Privatrechts, Tübingen: 2400–2440.

Bagnall. R.S., Frier, B.W. (1994) The Demography of Roman Egypt. Cambridge.

Diethart J.M., Worp K.A. (1986) Notarsunterschiften im Byzantinischen Ägypten. Wien.

Dijkstra, J.F.H. (2004) "A Cult of Isis at Philae after Justinian? Reconsidering P. Cair. Masp. I 67004," ZPE 146: 137–154.

Finkenauer, T. (2023) "§ 21 Stipulation (Verbalkontrakt)," in U. Babusiaux et al. (eds.) Handbuch des Römischen Privatrechts, Tübingen: 560–620.

Fournet, J.-L. (2016) "Sur les premiers documents juridiques coptes (2): les archives de Phoibammôn et de Kollouthos," in A. Boud'hors, C. Louis (eds.), Études coptes XIV. Seizième journée d'études (Genève, 19–21 juin 2011) 14: 115–141.

Fournet, J.-L. (2018) "Archives and Libraries in Greco-Roman Egypt," in A. Bausi et al. (eds) Manuscripts and Archives. Comparative Views on record-Keeping, Berlin: 171–200.

Gagos, T. and van Minnen, P. (1994) Settling a Dispute: Toward a Legal Anthropology of Late Antique Egypt, Ann Arbor.

47 εἰ δὲ βουλιθείη (l. βουληθείη). τ᾽ (l. θ᾽) ἡ εὐγενηστάτη (l. εὐγενεστάτη) Θεανοῦς μήτηρ τοῦ θαυμασιοτάτου (l. θαυμασιωτάτου) Βίκτωρος δωρήσασθαι αὐτῷ ἄλλο μέρος ἐκ τοῦ αὐτοῦ κτήματος, ἐπὶ τὸ καὶ τοῦτο σταλῆναι τῷ αὐτον νυμφίῳ εἰ δὲ μὴ δωρῆθαι (l. δωρῆται), προκρίματος μὴ γιγνομένου, ἔδοξεν αὐτὸν τὸν θαυμασιότατον (l. θαυμασιώτατον) Βικτωρος (. Βίκτωρα) τὸν πατέρα τοῦ νυμφίου Ἀφοῦτος τὰ μητρῶα (. l. μητρῷα) ἀπὸ πράγματος παρέχοντα αὐτὰ εἰς τὴν πρὸ γ\ά/μου δωρεὰν ε εἰς ἀσφάλιαν (l. ἀσφάλειαν) πρρ ... το το- ca.9 - - ca.10 -τισι τον- ca.9 -οιοις μάρτυράς τινας δεῖδόμενα (l. διδόμενα) πάντα ἐφιτῖν (l. ἐπιδεῖν) τὸν ἐκλήμψο[ν]τ[α] τοῦ ἐκδίκου, πρὸς τῷ αὐτὸν ἐντελεστέραν ἀσφάλειαν καὶ ἐκσφάγισμα (l. ἐκσφ<ρ>άγισμα) τοῦ ἐκδίκου Εὐλυκοπολιτῶν ειχ ει μετὰ τοῦ προικόου (l. προικώου) δηλοῦν καὶ αὐτὸ τὴν ἔκτισιν καὶ τὴν ἀπότοσιν πάντον τῶν τοθέντον αὐτῷ – And if the noblest Theanous, the mother of the most excellent Victor, wants to donate to him another part of the same estate, it should be transferred to the same groom. If she does not donate it, with no legal prejudice against him (lit. there will be no prior judgement), it was decided that the most admirable Victor, the father of Aphous, the groom, shall allocate de facto all the motherly goods to the prenuptial donation; ... as a security … that everything is given (in front of?) some witnesses is to be supervised by the person to be hired by the defensor, so that he has a firmer security and a certified copy made by the defensor of the Fortunate (?) Lykopolis, together with the dowry document, which shall also state the repayment and return of all that has been given to him.

48 See the list of documents in Fournet (2016).

Garel, E. (2020) Héritage et transmission dans le monachisme égyptien. Les testaments des supérieurs du topos de Saint-Phoibammôn à Thebes (P.Mon.Phoib.Test.), Cairo.

Hähnchen, S. (2023) "§ 31. Vormundschaft (tutela) und Pflegschaft (cura)," in U. Babusiaux et al. (eds.) Handbuch des Römischen Privatrechts, Tübingen: 771–796.

Jakab, E. (2017) "Vormundschaft in lateinischen *tabulae*," in U. Yiftach. M. Faraguna (eds.), Legal Documents in Ancient Societies VI. Ancient Guardianship: Legal Incapacities in the Ancient World, Trieste: 203–219.

Kaegi, W.E. (2003) Heraclius Emperor of Byzantium. Cambridge.

Kreuzsaler, C. (2010) "Die Beurkundung aussergerichtlicher Streitbeilegung in den ägyptischen Papyri," in Ch. Gastgeber (ed.), Quellen zur byzantinischen Rechtspraxis. Aspekte der Textüberlieferung, Paläographie und Diplomatik. Akten des internationalen Symposiums, Wien, 5.–7.11.2007, Wien, 17–26

Kübler, B. (1939) "Ἔργω καί δυνάμει, vi ac potestate," ZRG 59: 562–569.

McGing, B. (1990) "Melitian monks at Labla," Tyche 5: 67–94.

Marthot, I (2013) Un village égyptien et sa campagne: Étude de la microtoponymie du territoire d'Aphroditê (VIe–VIIIes.). Ph.D. dissertation EPHE Paris.

Mitteis, L. (1899) "Papyri aus Oxyrhynchos," Hermes 34: 88–106.

Nowak, M. (2020) Bastards in Egypt. Social and Legal Illegitimacy in the Roman Era. Leuven.

Nowak, M., Balamoshev, K., Vanderheyden, L. "The Greek Will of Aurelius Pauchab and a Coptic Inventory of Household Objects. A Complete Edition of P.Cair.Masp. III 67324: New Discoveries on Testaments in Sixth-century Aphrodite," forthcoming.

Palme, B. (2003) "Pflichten und Risiken des Bürgen in byzantinischen Gestellungsbürgschaften," in G. Thür, F. J. Fernández Nieto (eds.) Symposion 1999. Vorträge zur griechischen und hellenistischen Rechtsgeschichte: 538–551.

Ruffini, G (2011) A Prosopography of Byzantine Aphrodito. Durham NC.

Salomons, R.P. (2006) "Testamentaria," ZPE 156: 217–241.

Santoni, F. (2011) "I papiri di Ravenna: gesta municipalia e procedure di insinuazione," in J.-M. Martin et al. (eds.) L'héritage byzantin en Italie (VIIIe–XIIe siècle). I. La fabrique documentaire, Rome: 9–32

di Salvo, S. (1979) Lex Laetoria: Minore età e crisi sociale tra il III e il II a. C. Naples.

Sarris, P. (2012) "Lay Archives in the Late Antique and Byzantine East: the Implications of the Documentary Papyri," in W. Brown et al. (eds.) Documentary Culture and the Laity in the Early Middle Ages, Cambridge: 17–35.

Steinhoff, M.W. (1976) Origins and Development of the Notariate at Ravenna (Sixth Through Thirteenth Centuries), doctoral dissertation, New York University.

Steinwenter, A. (1932) "Das byzantinische Dialysis-Formular," in P. Ciapessoni (ed.), Studi in memoria di Aldo Albertoni, vol. 1 Padova: 73–94.

Tarozzi, S. (2006) Ricerche in tema di registrazione e certificazione del documento nel periodo postclassico. Bologna.

Thüngen, L. (2016) "Neuedition von PL II/38 aus einem griechischen Index zu Papinians libri definitionum," RIDA 63: 9–41.

Urbanik, J. (2002) Il divorzio nel diritto romano e nella pratica giuridica dell'Egitto romano, Ph.D. dissertation, University of Warsaw.

Urbanik, J. (2002) "D. 24.2.4: … Pater tamen eius nuntium mittere posse: l'influsso della volontà del padre sul divorzio dei sottoposti," in T. Derda, J. Urbanik, M. Węcowski (eds), Εὐεργεσίας χάριν. Studies Presented to Benedetto Bravo and Ewa Wipszycka by Their Disciples, Warsaw: 293–336

Urbanik, J. (2007) "Compromesso o processo? Alternativa risoluzione dei conflitti e tutela dei diritti nella prassi della tarda antichità," in E. Cantarella, J. Mélèze Modrzejewski, G. Thür (eds.), Symposion 2005. Vorträge zur griechischen und hellenistischen Rechtsgeschichte, Wien: 377–400.

Volterra, E. (1937) "Il Pap. Oxyrhynchus 129 e la L. 5 C. De spons. 5,1," SDHI 3:135–139.

Wilhelm, A. (1909) Beiträge zur griechischen Inschriftenkunde: mit einem Anhange über die öffentliche Aufzeichnung von Urkunden. Wien.

Wimmer, M. (2023) "§ 54 Gesetzliche Erbfolge," in: U. Babusiaux et al. (eds.) Handbuch des Römischen Privatrechts, Tübingen: 1315–1359.

Wojtczak, M. (2016) "Legal aspects of dispute resolution in Late Antiquity. The case of P. Mich. XIII 659," JJurP 46: 275–308, 293–295.

Wojtczak, M. (2018/2019) "Between Heaven and Earth: Family Ownership versus Rights of Monastic Communities. The Theodosian Code and Late Antique Legal Practice," U schyłku starożytności. Studia źródłoznawcze [Late Antiquity. Studies in Source Criticism] 17/18: 117–168.

Zimmermann, R. (1996) The Law of Obligations: Roman Foundations of the Civilian Tradition. Oxford

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