

# DIKE

RIVISTA DI STORIA DEL DIRITTO GRECO ED ELLENISTICO

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*Uri Yiftach (Tel-Aviv University)*  
Family Cooperation in Contracts:  
Patterns and Trends<sup>1</sup>

*Abstract*

Cooperation among multiple family members in contracts is a universal phenomenon. At the same time, while in the case of most types of contracts all family members take the same position, in one case, that of the sale of landed property, we note the distinction between one family member, who sells the object, and others, who express their consent. The consent clause is attested not only in Greek papyri from Egypt, but also epigraphically, primarily in manumission inscriptions from Hellenistic Greece, as well as in Demotic acts of sale. A comparative, cross-cultural analysis thus becomes possible.

La collaborazione tra più membri della stessa famiglia nei contratti è un fenomeno riscontrabile ovunque. Nello stesso tempo, mentre nella maggior parte delle tipologie di contratto tutti i membri della famiglia ricoprono lo stesso ruolo, nel caso della vendita di proprietà fondiaria si riscontra una distinzione tra il rappresentante della famiglia che vende l'oggetto e gli altri, che esprimono il loro consenso. La clausola di consenso non è attestata solo nei papiri greci dell'Egitto, ma anche per via epigrafica, soprattutto nelle iscrizioni di manomissione della Grecia ellenistica come pure negli atti di vendita in demotico. È dunque possibile un'analisi comparativa e interculturale.

Eight years ago I started to develop the databank “*Synallagma, Greek contract in context*”.<sup>2</sup> As all papyrologists and legal historians know, documents recording legal acts consist of established formulae and clauses. The original incentive for the creation of the databank was to enable scholars to study the structure of these clauses, as well as the regional and diachronic changes in their content. The number of documents already studied and formulaically dis-

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1 Thanks are due to Michele Faraguna, Edward Harris, Hans-Albert Rupprecht, as well as to the anonymous readers for their careful reading and for their insightful comments. All errors, of course, remain mine. The present paper is published in the connection with the project *Synopsis, Data Processing and State Management in Early Roman Egypt* undertaken in cooperation with Professor Andrea Jördens of the *Institut für Papyrologie*, Heidelberg.

2 *Synallagma. Greek Contracts in Context* is accessible at <http://synallagma.tau.ac.il/?project=glrt&username=guest&password=guest>

sected stands at more than 6,000 items and the number of clauses identified at 330. Most of the analysis of the formulaic structure was conducted by the author of this paper; the process, which has required a considerable amount of time, has not yet been completed. At the same time, it can now be stated that, at least for the quantitatively most significant types of documents—lease and loan contracts as well as deeds of sale—the work is sufficiently close to completion to allow us to draw tentative conclusions. The present paper, mostly dedicated to the consent-clause, is meant to be the first in series of papers that will be dedicated to other key types of clauses.

The development of *Synallagma* was based on the recognition that these clauses cannot be studied independently of their economic, social, linguistic and cultural context. As a consequence, the databank also records metadata relating to the parties, the objects, and the value of the transactions. In the following pages it will be shown that an analysis of clauses should be conducted with regard to the social and economic aspects of the transaction: starting out from a quantitative analysis of the extent of the phenomenon of plurality of contracting parties, in lease, sale and loan contracts, a task which is undertaken in the first section of this paper, I will turn to the formulaic expression of this cooperation, whose clearest manifestation is that relating to the joint sale of landed property, i.e. the consent clause.

Readers of this periodical will know that geo-political fragmentation and cultural unity are hallmarks of the Greek world, a state of affairs which is embodied, in the spheres of law, in the recurrence of similar legal practices in different *poleis* and law codes, and their different shaping and adaptation in the individual *polis*. This is naturally the case with the right of access (*Zugriffsrecht*), the denial oath, the *epiklêros*, the *oikos* and others.<sup>3</sup> This is also the case with the clause of consent: whenever an individual possessed rights to an object which another owned and of which he was about to dispose, his consent was necessary for the acts of disposal to take effect. The clause appears in the epigraphic record, specifically in documents recording the alienation of property, throughout the Hellenistic period. The regional spread is impressive: the lion's share of our documents come from manumission inscriptions found in Apollo's temple at Delphi, and this is the only location in Greece where the documentation is sufficient to allow some statistical survey. But evidence from other localities, such as Chaironeia, Naupaktos, Amphissa, Tenos, Delos and others proves that the clause was applied throughout the Greek world.<sup>4</sup> It is therefore

3 For a useful overview, cf. M. Canevaro, E. M. Harris, 'Introduction', *The Oxford Handbook of Ancient Greek Law* (Oxford, Forthcoming).

4 Following a survey of the verbs *συνδοκεῖν*, *συνεπιχωρεῖν*, *συνεπαριστεύειν*, *συνεπαίνειν*: Bouthroton, Gitana (Epiros); Kalydon, Phistyon (Aitolia); Amphissa, Naupaktos, Phaistinos (West Locris); Delphi, Elateia, Stiris, Tithorea, Elateia (Phocis); Chaironeia (Boiotia); Boion (Doris); Melitaia (Achaia Phthiotis); Lamia, Pythion (Thessaly); Leukopetra (Macedonia); Amorgos, Delos, Thera (the Aegeans).



not surprising to find it also in papyri from Egypt, where it is still used, for some purposes, as late as the fourth century CE.<sup>5</sup>

The clause must be studied in a broader context: it has been argued that ownership,—the right to freely dispose of one's assets—was slow to mature in the Greek world, and was still challenged, at least in relation to key family assets, as late as the fourth century BCE.<sup>6</sup> In the consent clause, consent is given by a family member of the alienator, and obviously derives from some right, by that family member, to the piece of property at stake. One may ask the extent to which this right is a remnant of an early stage, in which freedom of disposition was entirely checked.<sup>7</sup> I do not accept this view: while the clause is attested in different types of contractual contexts it is primarily applied in connection with the manumission of slaves, and may have evolved in this, rather restricted sphere of ownership. But the question should be, at the very least, kept in mind.

The study of the consent clause is conducted here in a much broader context. As the title of the paper indicates, its purpose is to examine the forms of cooperation of family members present in contracts. The paper will start out from a quantitative analysis of the extent of the plurality of contracting parties, family members and others, in the three most well documented types of contracts: sale, lease and loan. It will be argued that in most cases cooperation is elicited by practical considerations, and not legally required, and that it was, in the case of most types of contractual positions—lessors and lessees, purchasers and lenders,—not very widespread. The paper will then focus on the two positions for which family cooperation plays more than a marginal role, vendors and borrowers. It will offer diachronic and regional analysis of the find showing special accumulation of material in late Ptolemaic Pathyris, Augustan Alexandria and first century CE Tebtynis.

The paper will then focus on the sale contract, the only contract in which cooperation can take more than one form: family members could act as co-vendors, or each could take a different role: one family member acting as vendor,

5 For a list of attested clauses on papyrus cf. the appendix at the end of this paper.

6 Cf., e.g., Plato, *Nomoi*, 923a-b: ἔγωγ' οὖν νομοθέτης ὢν οὔθ' ὑμᾶς ὑμῶν αὐτῶν εἶναι τίθημι οὔτε τὴν οὐσίαν ταύτην, σύμπαντος δὲ τοῦ γένους ὑμῶν τοῦ τε ἔμπροσθεν καὶ τοῦ ἔπειτα ἐσομένου, καὶ ἔτι μᾶλλον τῆς πόλεως εἶναι τό τε γένος πᾶν καὶ τὴν οὐσίαν. Plato's comment should be seen of course in the context of his aim at securing the existence, including the economic existence, of the 5,040 which comprise the *polis*, but its background, at least of the first part of the sentence, can be traced back to Greek concept of ownership. Cf., e.g., D. ASHERI, 'Laws of inheritance, distribution of land and political constitutions in ancient Greece', *Historia* 12, (1963) 1-12; A. Kränzlein, *Eigentum and Besitz im griechischen Recht des fünften und vierten Jahrhunderts v. Chr* (Berlin 1963) 53-56.

7 So perhaps F. WIEACKER, 'Εὐδόκησις und Kauf mit fremdem Geld', *ZSav* 51 (1931) 408-417 at 411: 'Ursprung der bisher untersuchten Beschlagnahme war das Gemeineigentum der Verwandten am Familiengut, das zu absoluten Verfügungsbeschränkungen führte'.

and the others expressing their consent to an act of sale performed by others. The existence of multiple vendors does not affect the shape of the document: in the clause recording the sale several vendors appear instead of one, each assuming the same duties. But the case of the approver is different: his position is set out in a special clause, which goes back into the fourth century BCE;<sup>8</sup> the paper will first study the different manifestations of that clause in Greek papyri from Egypt. As a matter of course, both co-vendors and approvers stem from the vendor's closest next of kin — parents, siblings, spouses, children — and the paper will examine the allocation of the two different positions among them. In order to contextualize the findings, we will turn to the most significant collection of acts of sale, the ca. 1,250 manumission inscriptions from Delphi. These texts, which record the types of collaboration also attested in papyrus deeds of sale, is used here primarily for quantitative purposes. It allows us to underline different types of family cooperation, and to contextualize the results of a survey of the Egyptian sources. At the same time, such comparative analysis should be undertaken with caution: variations between the position of family members in Delphi on the one hand, and in Egypt on the other, should not necessarily be interpreted as deriving from regional or diachronic peculiarities. The law of slavery is to some extent idiosyncratic and, even in the epigraphic context, conclusions from the modalities recorded in slave sales should not be prematurely drawn about the sale of other objects, in particular land. If we possessed a similarly extensive corpus relating to land sales,<sup>9</sup> it would undoubtedly have been more suitable for our purpose; but we do not.

The reader will note that on occasions, rather than giving all the sources in the footnotes, the article records links to the relevant sources as incorporated in the databank *Synallagma*. The reason is practical: it is not possible to quote in each footnote tens and hundreds of references to individual papyri without deforming the layout of the paper completely. But such an approach is advantageous in one additional, important respect: the survey conducted in this paper is based on the data already processed by the time it was submitted for publication (Feb. 2016), but new data is constantly being added, and readers may expect to find the most updated figures on any subject discussed in this paper. This may account for discrepancies between the figures given in this paper and those that future readers may encounter by following the links.

8 A nice illustration of the use of the institution of consent, in a completely different context, is provided by Plato, *Menexenus*, 238d1: καλεῖ δὲ ὁ μὲν αὐτὴν δημοκρατίαν, ὁ δὲ ἄλλο, ᾧ ἂν χαίρη, ἔστι δὲ τῆ ἀληθείᾳ μετ' εὐδοξίας πλῆθους ἀριστοκρατία. with *LSJ*, 710, s.v. εὐδοξία: 'approval'.

9 Updated list in J. Game, *Actes de vente dans le monde grec : témoignages épigraphiques des ventes immobilières* (Lyon 2008).

## A: Quantitative Analysis:

The topic of the following paper is cooperation among family members in contracts. Cooperation is first and foremost evident in documents related to the formation, evolution and dissolution of family ties: dowry settlements, hereditary and *inter vivos* dispositions, as well as deeds recording the division of the estate among family members. However, our focus is drawn to another group of documents: lease contracts, as well as documents recording the sale of a piece of property or the act of loan, do not require *per se* the participation of more than two persons: the obligator and the obligee. Yet as is well demonstrated by many thousands legal documents from Ptolemaic, Roman and Byzantine Egypt, plurality of contracting parties was a common phenomenon in the long history of Greek contracting in Egypt.<sup>10</sup>

Of the 1,435 contracts of lease from Egypt that have been considered in connection with the *Synallagma* project, 1,226 record the identity of the lessor and the lessee; 218 of these, that is roughly one fifth, record more than one lessee, and 113 more than one lessor. Kinship can be established in 46 of the cases of co-lessees, and 32 among the co-lessors.<sup>11</sup> Neither the number of co-lessors nor that of the co-lessees seems very high, nor is that of those implying family cooperation in the two categories, but the chronological and regional dispersion of the documentation does allow us to establish both that cooperation in leasing and leasing out an object was common, and that picking your associates from within your own family was a viable option, even if by no means the only one.<sup>12</sup> It can also be argued that the decision to act in a lease contract in association with others (family members or not) was left to the party's discretion and did

10 M. Kaser, *Römisches Privatrecht, 1 : Das altrömische, das vorklassische und klassische Recht (Handbuch der Altertumswissenschaft, X. Abt., 3. Teil, 3. Bd. 1)* (Munich 1971) 655-659; H.-A. Rupprecht, *Untersuchungen zum Darlehen im Recht der gräko-ägyptischen Papyri der Ptolemäerzeit* (Munich 1967) 17-18; R. Taubenschlag, *The Law of Greco-Roman Egypt in the Light of the Papyri (332 BC-640 AD)* (Warsaw 1955<sup>2</sup>) 303-307.

11 For evidence on family members as co-lessors, cf. <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_family+members+as+joint+lessors-1&password=RWJLILYJMYPTCMALJHLW](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_family+members+as+joint+lessors-1&password=RWJLILYJMYPTCMALJHLW)>>; for co-lessees see <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_family+members+as+joint+tenants-1&password=ELUNMWBREJODUGAHULOP](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_family+members+as+joint+tenants-1&password=ELUNMWBREJODUGAHULOP)>>.

12 Within the group of co-lessees we find both cooperation among siblings as well as between fathers and their sons. The contracts do not reveal who is meant to undertake the cultivation in practice. That in some cases the father was merely meant to oversee the cultivation of the land, which was undertaken in practice by his young son(s), seems reasonable, and would secure the continuity of the contract even in the case of the father's death (cf. Taubenschlag, *supra* n. 10, p. 304). That the lessor could turn to each individual tenant for the exaction of the debt is shown by *P.Col.* III 54 = *SB* IV 7450 (250 BCE—Arsinoîtês). The discussion of the phenomenon of joint leasing, or leasing out of landed property by family members will be undertaken elsewhere. For now the reader can consult <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_leasesinpetitions-2&password=YLGTSHHXXAKWWHNDQDIX](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_leasesinpetitions-2&password=YLGTSHHXXAKWWHNDQDIX)>>

not derive from any legal requirement, apart perhaps from joint ownership of the leased object.

The patterns provided by other types of documents are somewhat different: while the phenomenon of joint money lending is not unattested in the papyri, its scope seems extremely modest; this is rather surprising given the key role played by societies of lenders in the economy of the Greek and Roman world in general.<sup>13</sup> Among the 722 documents taken into consideration in the databank *Synallagma* that record the identity of the lender, no more than 21 (2.9%) record multiple creditors, and even in these cases we encounter special circumstances that may account for the collaboration: a transaction within the family or the succession to a pre-existing loan, originally given by an ancestor of the current creditors. In only two of these cases does the kinship among the lenders seem certain and it is possible in one more.<sup>14</sup> Also relatively rare is the phenomenon of the acquisition of an object by multiple purchasers. Among the 938 sale contracts in which the number of purchasers can be ascertained, only 35 (3.7%) have exhibit more than one.<sup>15</sup> These proportions are roughly identical to those exhibited in the case of money lenders, with an important modification: in at least 22 of these 35 cases, the co-purchasers are all members of the same family.<sup>16</sup> This piece of information should be compared with the cases of joint leasing: while in the case of leasing, which is a relatively short-term commitment, one was prepared to become involved with “strangers”, in that of purchase—that is, creating a permanent right to an object—one was inclined to choose one’s associates in particular from one’s own family.<sup>17</sup> It goes without saying that in this case too the decision to act in association with others derived from economic expediency and not from legal requirements.

I would now like to study the last two major categories in greater detail: co-vendors and co-borrowers. There are 925 deeds of sale from Egypt in which the identity of the vendor has so far been entered into *Synallagma*. As many as 128 (14%) of these documents have more than one vendor;<sup>18</sup> this is not an

13 Well known and well studied is the case of the maritime loan contract cited *in extensu* in Dem. 35.10-11 recording two lenders. Also pertinent to the question are loans by *eranos* associations. Cf., e.g., M. Faraguna, ‘Diritto, economia, società: riflessioni su *eranos* tra età omerica e mondo ellenistico’, in B. Legras (ed.), *Transferts culturels et droits dans le monde grec et hellénistique, Actes du colloque international (Reims, 14-17 mai 2008)* (Paris 2012) 129-153 at 132-137.

14 *P.Cair.Masp.* II 67165 (566-573 CE, Antinoopolis); *P.Edfou* I 4 (627 CE, Apollônopolis); *P.Oxy.Hels.* 43 (III CE, Oxyrhynchos) (?).

15 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_family+members+as+joint+purchasers-1&password=QRSFGIFMCODTXJPCFBEY](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_family+members+as+joint+purchasers-1&password=QRSFGIFMCODTXJPCFBEY)>>

16 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_fmjp-2&password=WYXTEWDSURUFHHAEMIDG](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_fmjp-2&password=WYXTEWDSURUFHHAEMIDG)>>

17 Cf., in general, J. Herrmann, *Studien zur Bodenpacht im Recht der graeko-ägyptischen Papyri* (Munich 1958) 56-58.

18 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_joint+vendors+fin-1&password=VVIOQNCQYMWJWLEADPKQ](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_joint+vendors+fin-1&password=VVIOQNCQYMWJWLEADPKQ)>>

exceedingly large number, but it is proportionally much larger than that of the co-lenders and co-purchasers. More significant is the number of cases in which co-vendors are also members of the same family: this is certainly the case in at least 112 of the abovementioned 128 documents, and since the remaining 16 documents are mostly damaged, probably in others as well.<sup>19</sup> Co-borrowing is better attested: for 728 documents *Synallagma* records the identity of the borrower(s). In 155 documents, that is, a bit more than 20 per cent, we encounter more than one borrower,<sup>20</sup> and in 96 cases kinship between the co-borrowers can be established with certainty.<sup>21</sup> Here too, the actual number is probably much higher. To sum up, among the six types of activity surveyed here, co-lending or co-purchasing an object are not well attested, while a plurality of contracting parties acting as lessors, lessees, vendors and borrowers seems pretty common, constituting between 10 and 20 per cent of all registered cases. Among co-vendors and co-borrowers one observes an especially high number of next-of-kin. The following chart summarizes the discussion so far.

Chart 1: Cooperation in Contracts, a Quantitative Analysis:

Position	A: Number of Cases Attested	B: Plurality of Contracting Parties		C: Cooperation among Family Members		
			%A		%A	%B
Lessees	1157	218	19	46	4	21
Lessors	1074	113	10.5	32	3	28
Vendors	925	128	14	112	12	87.5
Purchasers	938	35	3.7	22	2.3	63
Lenders	722	21	2.9	5	0.7	24
Borrowers	728	155	21	96	13.2	62

The two groups of co-borrowers and co-vendors stand out not only for their large share of joint family activity, but also for their provenance and period of attestation (charts 2,3,4,5). In the case of loans, some regions that provide a reasonably high number of documents such as late third and early second-century BCE Hibeh and its surroundings do not yield a single contract with multiple

19 Similar figures are provided by contracts recording different objects of sales: 547 documents record the identity of the vendor in sales of immovables, of which 96 record multiple vendors, at least 83 of which are family members. Ten of 76 deeds of slave sales record multiple vendors; in all ten the vendors are also members of the same family. For the remaining objects the figures are 324:32:32 respectively.

20 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_jointborrowersegypt-2&password=BQIGUGKXBTXGKHXBXQW](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_jointborrowersegypt-2&password=BQIGUGKXBTXGKHXBXQW)>>

21 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_familyjointpurchasersegypt-2&password=KRMUDEXUEYHQRLBHFDSI](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_familyjointpurchasersegypt-2&password=KRMUDEXUEYHQRLBHFDSI)>>

borrowers.<sup>22</sup> By contrast, in other regions the number of documents recording loans taken by several family members in common is extremely high when compared to the share of documents from the same provenance in the overall find: Pathyris, which yields just 28 of the 728 loan contracts for which we can establish the identity of the borrower(s) (i.e. 3.8%), provides as many as 8 (8.125%) of the 96 documents exhibiting co-borrowers that are members of the same family.<sup>23</sup> The village of Tebtynis, with just 69 of the 728 recorded cases of any recorded borrowers (roughly 9.4%), accounts for 22 of the 96 (almost 25%) contracts exhibiting cooperation among family members as borrowers.<sup>24</sup> Another region with an extremely large number of contracts with joint family activity is that of Augustan Alexandria, predominantly documented in the fourth volume of the *Berliner Griechische Urkunden*. Alexandrian documentation from the reign of Augustus exhibiting any type of borrowers constitutes just 40 of the total 728 documents, that is, 5.5 per cent. By contrast, in the corpus of 96 documents that exhibit joint family activity, it is proportionally three times as numerous, 12 documents, i.e. 13% of the said corpus.<sup>25</sup> The importance of the institution of family cooperation as borrowers in the credit market of Pathyris, Tebtynis and Alexandria is also illustrated by the percentage of contracts exhibiting family cooperation among the total number of loan contracts from these locations (Chart 2): in Pathyris, Tebtynis and Alexandria such contracts make one third of the total: 8 out of 31 in Pathyris, 20 of 64 in Tebtynis, and 12 of 30 in Alexandria. In the case of Augustan Alexandria as many as 16 out of 30 extant loan contracts exhibit any type of multiple borrowers.

22 The only, very doubtful case of a co-borrowership from that surrounding is the extremely damaged *BGU* X 1965 (211/10 BCE—Thôlthis). In general, the only other third-century BCE document exhibiting joint borrowing is *P.Iand.Zen.* 2 = *SB* III 6742 and 6742 a = *P.Cair.Zen.* II 59173 (255 BCE—Philadelphia).

23 *P.Amh.* II 50 = *Sel.Pap.* I 67 (106 BCE); *P.Dryton* 16 = *P.Lond.* III 613 descr. = *P.Grenf.* I 18 (131 BCE); *P.Dryton* 17 = *P.Grenf.* I 19 = *P.Lond.* III 614 descr. (partial) = *P.Amh.* II 166 descr. = *SB* XVI 12716 (partial) (129 BCE); *P.Dryton* 19 = *P.Lond.* III 616 descr. = *P.Grenf.* I 20 (127 BCE); II 18 = *P.Lond.* III 655 descr. (127 BCE); 21 = *P.Lond.* III 671 descr. (113 BCE); 27 = *P.Lond.* III 661 descr. (103 BCE); 29 = *P.Lond.* III 674 descr. (102 BCE).

24 *P.Fam.Tebt.* 2 (92 CE); 4 (94 CE); 6 (98/9 CE); 11 col. I = *CPJ* III 498d (108 CE); 11 col. I (112 CE); *P.Fouad* I 51 (126 CE); *P.Kron.* 17 = *SB* VIII 9879 (140 CE); *P.Lips.* II 130 (16 CE); *P.Mich.* V 241 ll. 15-23; *P.Mich.* V 241 ll. 24-38 (both 46 CE); 328 (29/30 CE); 329.12-23 (40/1 CE) [with copy in no. 330]; 332.19-30 [with a copy in *PSI* VIII 940]; 333 [with copy in no. 334] (52 CE); *P.Mil.Vogl.* II 68 (154 CE); *P.Ryl.* IV 587 (87 BCE); *P.Tebt.* II 390 = *MChr* 251 (167 CE); *P.Tebt.Wall* 1 = *SB* XVIII 13782 (98-138 CE); *PSI* IX 1028 (15 CE); X 1142 (154 CE); *SB* XII 10786 = *P.Tebt.* II 531 descr. [with copy: 10787 = *P.Tebt.* II 532 descr.] (133 CE); XIV 12023 (II CE).

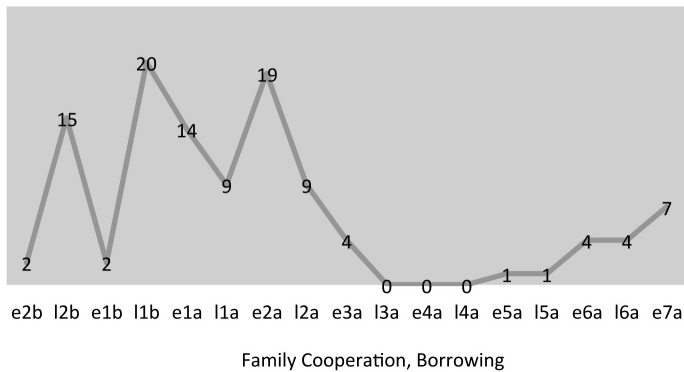
25 *BGU* IV 1052.35-48 (14/3 BCE); 1053 = *MChr* 105 (13 BCE); 1056 (13 BCE); 1057.1-17 = *MChr* 356 (13 BCE); 1145.1-25 = *MChr* 168; 1145.26-45 (both 5 BCE); 1149 (13 BCE); 1156 (16/15 BCE); 1161 (24/3 BCE); 1166 (13 BCE); 1172 (9 BCE); 1175 (5 BCE).

Chart 2: Family Members as Co-Borrowers by Location:

	Pathyris	Tebtynis	Aug. Alexandria
Number in contracts, total	31	64	30
Multiple borrowers	9	24	16
Family collaboration	8	22	12

The institution of joint borrowing by family members also exhibits clear diachronic trends (cf. below chart 3), which can be partly accounted for by its regional dispersion. A first peak, at the end of the second century BCE, is accounted for by the Pathyrite find, as well as that from the Hermopolite town of Akôris, represented in the archive of Dionysios son of Kephalas (cf. below p. 106).<sup>26</sup> A second peak, at the end of the first century BCE, is caused by the group of documents from Alexandria as well as by the Arsinoite source material; the figures yielded by the next century and a half are somewhat more modest, but relatively stable down to the end of the second century, when the general abatement of documentary papyri from Tebtynis and other locations with large number of documents with multiple borrowers accounts for the almost complete disappearance of the institution in following times.<sup>27</sup> Only in Late Antiquity do we note a revival.

Chart 3: Diachronic Analysis: Family Members as Joint Borrowers.<sup>28</sup>



26 I.e., the archive of Dionysios son of Kephalas (P.Dion.). <http://www.trismegistos.org/arch/detail.php?tm=69>.

27 I discuss preservation patterns of legal documents in ‘Regionalism and Diachronic Change in the Greek Law of Egypt: a prolegomenon to the Study of the Legal Document’, in K. Vanderpe (ed.), *A Companion to Greco-Roman and Late Antique Egypt* (Malden MA, forthcoming).

28 Documents dated by century only are not taken into consideration in this chart.

As shown by the second chart, even in regions (and times) in which co-borrowership is well attested, it is by no means a rule without exception; it is, in fact, certain that the presence of family members would not necessarily prevent one from acting alone as borrower.<sup>29</sup> There was certainly no legal impediment against doing so. It was probably primarily personal circumstances, as well as practices within individual families that induced their members to act in cooperation.<sup>30</sup> The latter factor—family practices—can be studied through an analysis of archival context of loan contracts, especially when a special edition was dedicated to assembling papyri belonging to a specific family archive.

No archive I know of yields joint loans exclusively, but in some the practice is sufficiently rooted to be regarded as a normally viable option: accordingly, 9 of the 21 loans in the archive of Dionysios son of Kephalas from late second-century BCE Akôris in the Hermopolite nome are taken by Dionysios in co-operation with his mother and later also his wife.<sup>31</sup> A similar picture is presented by the late first and second-century CE archive of the family of Philosarapis, representing a highly Hellenized stratum from Tebtynis with strong ties to the Hadrianic foundation of Antinoopolis.<sup>32</sup> The archive contains seven loan contracts, five of which, dating to the period extending between 92 and 112 CE, exhibit multiple borrowers, while another two, dating to 116 and 122 CE respectively, record just one.<sup>33</sup> In another case, by contrast, that of the second-century CE archive of Kroniôn son of Kroniôn—likewise from the village of Tebtynis—the proportions are reverse with just one case of multiple and six cases of single borrowers.<sup>34</sup>

Contracts of sale present a somewhat different picture. Joint sales by family members of any type of property apart from land seem to be common

29 This is shown in particular in cases where a wife as a sole debtor is represented by her husband as *kyrios* (e.g. *BGU* VII 1650, after 218 CE, Philadelphia).

30 It is for example the case of selling family asset as security for debt which caused all family members that were involved in the contract to appear also as joint debtors: *BGU* III 910 = *P.Dime* III 31 (70 CE—Soknopaiou Nêsos); *P.Mich.* V 329 [with a copy in *P.Mich.* V 330] (41 CE, Arsinoîtês); *P.Mich.* V 332 [with a copy in *PSI* VIII 910] (47/8 CE).

31 *P.Dion.* 16 = *P.Rein.* I 16 (109 BCE, Tenis); 17 [as single borrower, but with his wife and mother acting as borrowers of the same loan in the Demotic *P.Dion.* 3]; 20 = *P.Rein.* I 24 and 35 (105 BCE, Akôris); 23 = *P.Rein.* I 21 = *P.Ross.Georg.* II 7 (108 BCE, Hermopolis); 24 = *P.Rein.* I 32 + 33 (106 BCE, Hermopolis); 25 = *P.Rein.* I 26 = *MChr* 164 (104 BCE, Hermopolis); 27 = *P.Rein.* I 8 (113/2 BCE, Hermopolis). Cf. also the debt settlements *P.Dion.* 28 and 29 (111 and 110 BCE respectively).

32 Cf. *P.Fam.Tebt.*, p. 11-13 and <http://www.trismegistos.org/arch/archives/pdf/192.pdf>.

33 *P.Fam.Tebt.* 2 (92 CE); 4 (94 CE); 6 (98/9 CE); 11 col. 1 = *CPJ* III 498d (108 CE); 11 col. 2 (112 CE). A single borrower in *P.Fam.Tebt.* 16 (116 CE); 22 (122 CE).

34 *P.Kron.* 17 = *SB* VIII 9879 (140 CE). Individual loans in *P.Kron.* 14 (137/8 CE); 15 (116/7 or 135/6 CE); 16 = *P.Mil.Vogl.* IV 227 (138 CE); 20 (146 CE); 22 = *P.Mil.Vogl.* III 160; 23 (both II CE).



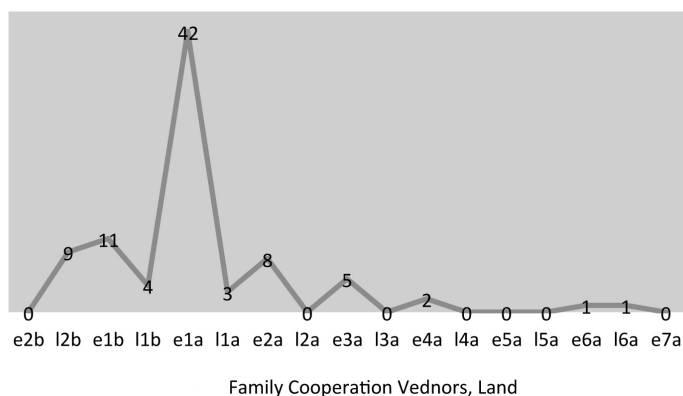
throughout Egypt in the Ptolemaic, Roman and Byzantine periods.<sup>35</sup> In sharp contrast, documents recording land sales by multiple family members predominantly stem from two regions, upper Egypt, particularly Pathyris and its vicinity,<sup>36</sup> and the Arsinoite nome, with a particular accumulation of material from the *grapheion* of Tebtynis, which yields as many as 24 documents, while the rest of the nome provides 12 (figures on Tebtynis below, chart 4).<sup>37</sup> In addition, while the forty-five land sales from Tebtynis constitute fewer than 10% of the 595 documents from Egypt for which the identity of the vendor is known, these 24 documents make up over 35% of the entire corpus of 68 sale contracts exhibiting co-vendorship among family members that came down to us from anywhere in Egypt.<sup>38</sup> These 24 documents also form the majority of the 45 land sale contracts that have come down to us from Tebtynis for which the identity of the vendor is known. No other Egyptian locale, not even Pathyris, exhibits such a high rate of family cooperation. Land sales from Alexandria are scarce with only three extant documents. Yet among these three, one exhibits family cooperation, and another the participation of the vendor's manumittor in the act of sale.<sup>39</sup> If this evidence allows us to draw some conclusions, it would be that family cooperation in land sales was as common in the city of Alexandria as it was in the case of co-borrowership.

- 35 For joint sale of other objects cf. <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_jointsalefmmland-2&password=XAMFTIAMUSTWQNGQCSSC](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_jointsalefmmland-2&password=XAMFTIAMUSTWQNGQCSSC)>>
- 36 Pathyris: *BGU* III 996 (ca. 112 BCE); *P.Adler* 11 (98 BCE); *P.Grenf.* II 16 = *P.Lond.* III 654 = *MChr* 157 (136 BCE); 35 = *P.Lond.* III 679 descr. (98 BCE); *P.Lond.* III 1204 = *MChr* 152 (113 BCE); *P.Stras.* II 84 = *SB* I 5228 (partial) (114 BCE). Other upper Egyptian locations: Hermônthis: *UPZ* II 180a = *P.Par.* 5 (113 BCE); 180b = *P.Leid.* I M (113 BCE); 181 (105 BCE). Krokodilopolis: *P.Adler* 1 (112 BCE); *P.Grenf.* II 23a = *P.Lond.* III 657 descr. = *Sel.Pap.* I 27 (107 BCE). Thebais: *P.Grenf.* I 33r ll. 6-29 = *P.Lond.* III 629 descr. (103 BCE).
- 37 *P.Kron.* 48 = *P.Mich.* V 260 [with a copy in 261] (35 CE); *P.Mich.* V 241.1-14 (46 CE); 250 (18 CE); 252 [with a copy in *PSI* VIII 905] (25/6 CE); 254 [with a copy in 255] (29/30 CE); 258 (32/3 or 33/4 CE); 269 [with partial copies in 270 and 271 and a complete copy in *PSI* VIII 907] (42 CE); 274 [with a copy in 275] (46/7 or 47/8 CE); 277 (48 CE); 280 (I CE); 282 [with a copy in *PSI* VIII 917] (I CE); 284 [confirmation of 282] (I CE); 287 [I CE]; 293 (I CE); 294 (I CE); 297 (I CE); 299 (I CE); 300 (I CE); 301 [with a copy in 302] (I CE); 305 (I CE); 306 (I CE); 307 [with a copy in *PSI* VII 914] (I CE); 308 (I CE); 332 [with a copy in *PSI* VIII 910] (47/8 CE); *PSI* VIII 909 (44 CE); 915 (I CE); 918 (38/9 CE). Further Arsinoite sources: *BGU* II 543 (27 BCE, Hauêris); III 709 (138-161 CE, Karanis); *CPR* I 189 [perhaps with *CPR* I 121 and *CPR* I 201]; *CPR* XV 2 (11 CE, Psinachis); *P.Genov.* II 61 (I CE, Arsinoîtês); *P.Hamb.* III 218 (29/30 CE, Oxyrhyncha); *P.Harrauer* 32 (8 BCE, Soknopaiou Nêsos); *P.Lond.* II 141 (88 CE, Ptolemais Euergetis); *P.Lond.* II 154 = *MChr* 255 (68 CE, Karanis); *P.Narm.* 2006 6 (108/9 CE, Narmouthis); *P.Dime* III 18 = *P.Ryl.* II 160b (37 CE, Soknopaiou Nêsos); *SPP* XX 1 = *CPR* I 1 (83/4 CE, Ptolemais Euergetis).
- 38 <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_famjoinvenland-2&password=LEQYWHWMARHEKUKOBOQU](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_famjoinvenland-2&password=LEQYWHWMARHEKUKOBOQU)>>
- 39 *BGU* IV 1129 = *MChr* 254 = *C.Pap.Jud.* II 145 (13 BCE) [spouses]; 1130 (4 BCE) [freedman and his manumittor]. No co-vendorship in *BGU* IV 1127 (18 BCE).

Chart 4: Family Members as Co-Vendors by Location:

	Pathyris	Tebtynis	Augustan Alexandria
Total Number of Contracts exhibiting Vendors	71	45	3
Multiple Vendors	8	24	2
Multiple Vendors that are Family Members	8	24	1

As far as the chronology is concerned (below, chart 5), the phenomenon of co-vendorship of landed property is well attested in particular in the late Ptolemaic period, for which most of our evidence stems from Pathyris and its vicinity, and from the first century CE, to which date almost all the Arsinoite evidence (49 of 56). The early second century yields just three accurately datable papyri of the same category, and no document of this type dates to the second half of the second century.<sup>40</sup> Since the provenances in which the institution of co-vendorship is attested in earlier times, in particular the village of Tebtynis, are still relatively well documented for roughly a century after that date we may conclude that the disappearance of the documentation reflects the demise of the institution itself, sometime in the early second century CE. There is still some evidence from other areas and times to show that the institution of co-vendorship of landed property never died out completely, but it is mostly isolated and comparably negligible in quantity.<sup>41</sup>

Chart 5: Diachronic Analysis: Family Members as Joint Vendors.<sup>42</sup>

40 *P.Narm.* 2006 6 (108/9 CE, Narmouthis); *P.Phil.* 11 (140 CE, Berenikis Aigialou); *P.Stras.* VI 583 (115/6 CE, Arsinoitês).

41 *CPR* I 63; 73 (both from 223-235 CE Hêrakleopolitês); *P.Cair.Goodsp.* 13 (341 CE, Hermopolis); *P.Flor.* III 380 = *SB* I 4298 (203/4 CE, Hermopolis); *P.Oxy.* III 504 (early II CE, Oxyrhynchos); XIV 1634 (222 CE, Oxyrhynchos); XIV 1699 (240-280 CE, Oxyrhynchos); *SB* VI 9219 (219 CE, Hermopolis).

42 Documents dated by century only are not taken into consideration in this chart.

### B: Forms of Cooperation

The above figures have shown that both cooperation in contracts generally and cooperation among family members specifically were widespread in Greco-Roman Egypt. They have also shown that in some types of activity family cooperation was more common than in others: this is in particular the case with joint borrowing, and the joint sale of landed property. In the particular case of co-borrowership and co-vendorship of immovables we have also been able to observe diachronic and regional patterns: we traced an especially high concentration of data in the source material from Pathyris, Tebtynis and perhaps also the city of Alexandria, while noting a peak in the evidence during the first century CE, after which both forms of cooperation seem to gradually abate, with co-vendorship possibly coming out of regular use several decades before co-borrowership.

At the same time, the two forms of cooperation vary in one crucial respect: loan contracts from the early Ptolemaic period exhibit the institution of surety. A third person, mostly a family member of the borrower, warrants the execution of the debt from the debtor in the case of default.<sup>43</sup> By the late second century BCE the institution of the surety as an independent person seems to die out in contracts among private persons, superseded by the institution of co-borrowership of the type discussed in this paper. In the new type of contract, all family members that accept the loan are equally defined as co-sureties, designated as such through the formula ἀλλήλων ἔγγυοι εἰς ἔκτισιν *vel sim.*, and are equally exposed to *praxis* on the part of the creditor.<sup>44</sup> In this position, we find all types of kinship: spouse (37 cases), siblings (28), mother and children (17), father and children (6), or siblings and their spouses (3).<sup>45</sup> Clearly, all types of family members were equally inclined to cooperate in taking loans and always assumed the same position as borrowers.

This is not the case with vendors. Greek sale contracts exhibit a relatively wide range of persons, apart from the vendor and the purchaser, who participated in the act of sale. For example, the extensive register of acts of sale of immovables from third-century BCE Tenos (*IG XII,5 872*) and the manumission inscriptions from Hellenistic and early Roman Delphi commonly record guarantors of the act of sale, termed *πρατήρες* in the former, and *βεβαιωτήρες* in

43 Cf., in general, U. Yiftach-Firanko, 'The Death of the Surety', in B. Legras, G. Thuer (ed.), *Symposion 2011, Akten der Gesellschaft für griechische und hellenistische Rechtsgeschichte* 22 (Vienna 2013) 365-382.

44 E. Cantarella, *La fideiussione reciproca (ἀλληλεγγύη e mutua fideiussio)*. *Contributo allo studio delle obbligazioni solidali* (Milan 1965); Rupprecht (supra n. 10) 18.

45 Cf., e.g., *BGU IV 1156* (16/5 BCE, Alexandria) [spouses and son]; *P.Dryton 16 = P.Grenf. I 18 = P.Lond. III 613* descr. (131 BCE, Pathyris) [spouses]; *P.Fouad I 51* (126 CE, Tebtynis) [siblings]; *P.Lond. II 311* (149 CE, Hêrakleia) [mother and two sons], and <<[http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u\\_family+members+as+joint+debtors-2&password=TKANEWJBNDPIXEUXTNQO](http://synallagma.tau.ac.il/ArtLogon.aspx?project=GLRT&username=u_family+members+as+joint+debtors-2&password=TKANEWJBNDPIXEUXTNQO)>>.

the latter.<sup>46</sup> The function of the guarantor is also invariably recorded in land sale certificates from Ptolemaic Egypt, here termed προπωλητής και βεβαιωτής. Yet in Egypt the person of the guarantor is always the same as that of the vendor.<sup>47</sup> The registers from Tenos and in particular the manumission inscriptions from Delphi record another position, that of the “approver”.<sup>48</sup> Unlike the guarantors the approver retains its independence in Ptolemaic Egypt as well: the approver, if recorded, is always different from the principal vendor.

Chart 6: Approvers and Vendors in Sale Contracts from Egypt, a Quantitative Analysis

	Land Sales		Slave Sales		Other objects		Total	
	Fam.	Oth.	Fam.	Oth.	Fam.	Oth.	Fam.	Oth.
Co-vendors only	21	17	8	--	23	1	52	18
Approvers only	40	2	1	--	--	--	41	2
Both categories	14	--	--	--	--	--	14	--
Total	75	19	9	--	23	1	107	20

The foregoing chart reveals much variation in the scale and pattern of cooperation among family members in relation to the object at stake. As already stated, in each and every category of assets (supra p. 99) most contracting parties that cooperate as vendors or act on the vendor’s side are also family members. At the same time, while family members regularly act as co-vendors in sales of most types of assets (slaves, etc.), in sales of landed property they do not: rather, as many as 40 documents record the participation of approvers, 21 that of co-vendors, while 14 record the involvement of both.

The difference between co-vendors and approvers is brought to bear by the terms of the contract. All vendors are subject to the same rules: they all acknowledge the sale of the object, the receipt of the consideration and the resulting obligation to furnish the object free of encumbrances, not to challenge the title of the purchaser themselves and to defend him against third-party chal-

46 F. Pringsheim, *Greek Law of Sale* (Weimar 1950) 429-444. More recent and focusing on the social position of the guarantors is D. Erdas, ‘Note sulla garanzia personale negli atti di vendita di beni immobili nella Grecia antica’, in *Annali della Scuola Normale Superiore di Pisa. Classe di lettere e filosofia* ser. 5 (2012) 4/2, 345-364.

47 Cf., e.g., *BGU* III 996.3.9-11 (ca. 112 BCE, Pathyris): προπωληται και βεβαιωται | <sup>10</sup> τῶν κατὰ τὴν ὄνην ταύτην πάντων Σαλῆς και Τανεμευς | <sup>11</sup> οἱ ἀποδόμειοι

48 Either as an independent declaration appended to the text of the manumission [cf. e.g., *FD* III 6:27 (1-20 CE, Delphi): χειρόγραφον vac. [K]ἀλλικρα|τέ[α]ς τὰς Λυσιπόνοιο ὁμολογέω συνευαρεστέιν τᾶ προγεγραμ<μ>ένα ὄνη], or within the manumission/sale clause in the genitive absolute [cf., e.g., *FD* III 6:53 (47-66 CE, Delphi): ἐπὶ τοῖσδε ἀπ[έ]δοντο Διονύσιος και Ἀριστώ, συνευαρε[ε]στέοντος και τοῦ υἱοῦ αὐτῶν Εὐφροσῶνοιο, τῷ Ἀπόλλωνι τῷ Πυθίῳ ἐπ’ ἐλευθερ[ε]ία σώμα γυν[αι]κ[ε]ῖον κοράσιον κτλ.

lenges.<sup>49</sup> The contracts provide no evidence of special terms as to the position and scope of duties of the individual co-vendors: they all seem to be equally and solidarily subject to the terms of the contract.

The approvers are a different story. Greek sale contracts from Egypt record two formulas used for the documentation of the act of approval: one of these formulae employs the verb ἐπικελεύω ('exhort, encourage, cheer on', *LSJ*, p. 637, s.v.). The formula dates exclusively to the Ptolemaic period and the first-century CE and is almost exclusively Egyptian in context, as is shown by the types of documents in which it is incorporated, the names of the persons involved and their cultural milieu (see evidence below). The act of consent is sometimes expressed within the clause recording the act of sale, with a genitive absolute, and sometimes in a separate clause, at the end of the document. In its latter form, the clause forms an almost accurate rendering of a Demotic *Vorlage*: ἐπικελεύει γυνή ἰέρ[εια Σούχου Τομσάεις πατρὸς ἐμνεΐθου Χαιρήμονος μητρὸς] | <sup>10</sup>Ταμεσθασύτμος, ἡ τούτου γυνή, λέγουσα γρά[φειν καὶ ποιεῖν κατὰ] πάντα τὰ προγεγραμμένα οἷς [καὶ πέ]πεισμαι (*SB I 5231.9-11 = Jur.Pap. 28, App. no. 15*).<sup>50</sup> A comparison with the Demotic text also allows us to understand the function and the choice of ἐπικελεύω in the Greek text to convey the Egyptian imperative: iw NN (tzy=f hm.t) dd sh i.iry r-h md.t nb nty sh hry h3.t=y mtre n-im=w ('while NN (his wife) is saying: "write and act according to everything which is written above; my heart is satisfied with it"').<sup>51</sup>

The earliest attestation of the *epikeleusis* formula, *P.Petr. III 133 (App. no. 60)*, dates to the third century BCE and records the consent of a couple to the terms of a Demotic συγγραφή τροφίτις composed by their son upon his marriage.<sup>52</sup> The same practice is also amply attested in a papyrus roll from Hawara,

49 For a very simple text containing the routine clauses of the sale contract, cf. *P.Flor. I 22.9-23 (177 CE, Ptolemais Euergetis)*: ὁμολογεί | <sup>10</sup> Ἐρμέρωσ ἀπελευθερὸς Πτολεμαίου υἱοῦ | <sup>11</sup> Πτολ[ε]μαίου γεγυμνασιαρχηκὸτος Πτολεμαῖδ ( ) . . . (?) / ὡς ἐτώ(ν) | <sup>12</sup> τεσσαράκοντα οὐλῆ ἀντιχειρὶ ἀρισ(τεροῦ) | <sup>13</sup> Σώτα Σώτου τοῦ Σώτου ἀπὸ κώμης | <sup>14</sup> Σοκνοπαίου Νήσου ὡς (ἐτών) με οὐλῆ ἀγ<sup>15</sup>κῶνι ἀριστεροῦ πεπρακέναι αὐτῶ | <sup>16</sup> τὸν ὁμ[ο]λογοῦντα τῇ ἐνεστώσῃ ἡμέρᾳ | <sup>17</sup> ὄνον θή[λεια]ν τελείαν λευκὴν | <sup>18</sup> ἦν καὶ παρέλαβ[ε]ν | ὁ Σώτας ταύτην | <sup>19</sup> τοιαύτην ἀν[α]πόριφον καὶ ἀπέχειν | <sup>20</sup> τὸν Ἐρμερώτα τὴν συμπεφω(νημένην) | <sup>21</sup> τεῖμην διὰ χειρὸς ἀργ(υρίου) (δραχμάς) ἑκατὸν τεσσαρά<sup>22</sup>κοντα καὶ βεβαιώσκει πάση βεβαιώσκει | <sup>23</sup> ἀπὸ παντὸς τοῦ [ἐ]πελευσομένου.

50 That the institution is Egyptian is shown, beyond any doubt, by a comparison of the text of the Greek text of *CPR XV 2* to the formula of the *Beitrittserklärung* (appendix no. 15), as discussed by Lüdeckens, *Ägyptische Eheverträge* (Wiesbaden 1960) 331-333 and *P.Dime*, p. 8-9, 41, 56. I thank Mark Depauw for discussing with me the text.

51 Another formulation – Ἀρμιῦσις δὲ ὁ προγε[γραμμένος] τῆς Τασωούκικοῦς ἀνὴρ ἐπικελεύωι τῇ προκειμένη πράσι{ν} καὶ μὴ ἐπελευθεσθαι ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσιν καὶ τὰ ἄλλα πόησω | [καθὼς] πρόκειται (*P.Mich. V 293, I CE, Tebtynis*) – probably derives from assimilation to the contemporary *eudokêsis* clause.

52 *P.Petr. III 133 (III BCE, Arsinoitês)*: [τροφίτι]δος ἧς συνεγράψατο Αὔγγει τῆ | <sup>2</sup> [γυν]αικὶ αὐτοῦ ἐφ' ἧς ἐπικελεύουσιν | <sup>3</sup> [Πετ]οσίρις ὁ πατήρ αὐτοῦ καὶ Σοήρις ἡ μήτηρ (traces 4 lines).

containing Greek abstracts, primarily of συγγραφαὶ τροφίτιδες, recording the husband's obligation to provide alimentation for his wife in the course of marriage (**App. nos. 71-79, 81, 83**). Following the alimentation clause itself we find in the abstract an account of the consent (*epikeleusis*) by a parent of the groom to the terms of the contract.<sup>53</sup> In another document, *P.Lond.* III 1204 = *MChr* 152 (113 BCE, Pathyris) (**App. no. 34**), two sisters sell half a house, and their father expresses his *epikeleusis*: he is said to be συνεπικελεύοντος καὶ συνπωλουμένου.<sup>54</sup> In another case, that of *P.Stras.* II 84 = *SB* I 5228 (ll. 7 - 15) (114 BCE, Pathyris) (**App. no. 61**), wife and daughter jointly alienate three parcels of a productive (*sitophoros*) land. The husband/father is still alive, and acts as their joint *kyrios*. On this occasion, two other children of the same father, a son and a daughter, express their approval, using the same terminology (συνεπικελεύοντος Πανοβχούνιος καὶ Ταελολούτος).

Sometimes, the person who undertakes the *epikeleusis* is the vendor's spouse, in particular the wife in acts of alienation by her husband. In one case, that of the petition *P.Tebt.* III.1 776 (early II BCE, Tebtynis), a certain Didymos son of Peteimouthês attempted to alienate a house, but was impeded from doing so by the fact that his wife, the author of the petition, did not undertake the *epikeleusis* of the act (ἔνεκα τοῦ μὴ συνεπικελεύειν ἐμέ).<sup>55</sup> It was, then, an expressed act of consent on the part of the wife that was necessary for the perfection of the sale. Such an act of consent on the part of the wife is incorporated in *CPR* XV 2 (11 CE, Psinachis), a Greek translation of a Demotic deed of land sale (**App. no. 15**). There we find an autograph declaration on the part of the wife that forms of *epikeleusis*.<sup>56</sup>

53 Cf., e.g., *P.Aust.Herring* 13.8-22 = *SB* XX 14483 (158 BCE, Arsinoitês): (ἔτους) γγ' Ἐπειφ ιε διὰ Νε(καύιος) | <sup>9</sup> τρο(φίτις) ἀργυ(ρίου) χρυ(σών) κα [ἦ]ν ποιείται | <sup>10</sup> [ . . . . . ] μα(ς) Πε(νοβ)|<sup>11</sup>[θίμιος] μη(τρὸς) Τα(μαρ)ειος | <sup>12</sup> ὡς (ἐτών) κε εὐμε(γέθης) μελίχρ(ως) | <sup>13</sup> μα(κρο)πρόσω(πος) ὄτα ἀφεστῶ(τά) εὐθύ(ριν) | <sup>14</sup> Τετήσει Πε(τεχ)ώντος | <sup>15</sup> {ὡς (ἐτών)} | μη(τρὸς) Δημη(τριάς) | <sup>16</sup> ὡς (ἐτών) κ μέ(ση) μελί<sup>17</sup>χρ(ωτι) σύνοφρος (read συνόφρι) εὐθύ(ριν) | <sup>18</sup> ἐπικελεύει ὁ πα(τήρ) ὡς πρεσβύ(τατος) υἱὸς | <sup>19</sup> [κατ]α| Πε(τενο)φθίμης | <sup>20</sup> Ἀρ(μάιος) μη(τρὸς) Σα(μάτος) | <sup>21</sup> ὡς (ἐτών) με μέ(σος) μελίχρ(ως) μα(κρο)<sup>22</sup>πρόσωπος ἀναφ[ά(λαντος)], and *ibid.*, pp. 100-101, 125, 144-146.

54 *P.Lond.* III 1204 = *MChr* 152.15-18: ἀπέδοτο Ταελολούς Τοτοέους Πε(ρσίνη) ὡς (ἐτών) λ ἐλάσσων(ν) μελίχρως μακροπρ[ό]σωπος εὐθύριν καὶ Σιεπμοῦς Τοτοέους Πε(ρσίνη) ὡς (ἐτών) κη μέση μελίχρως μακροπρ[ό]σωπος εὐθύριν | <sup>17</sup> μετὰ κυρίου τοῦ ἑαυτῶν συγγενοῦς Ὠρουτοῦ Νεχούτου συνεπικελεύοντος Τοτοήτος τοῦ Πελαίου | <sup>19</sup> καὶ συνπωλουμένου τοῦ ἑαυτῶν πατρὸς ἡμισ[ο]ν οἰκίας κτλ.

55 *P.Tebt.* III.1 776.15-22 = *Sel.Pap.* II 271 (early II BCE, Tebtynis): ὁ ἐγκαλούμενος βουλόμενός με | <sup>16</sup> ἀποστερέσαι ἕως μὲν προσ<sup>17</sup>πορευόμενος ἐνὶ καὶ ἐκάστῳ | <sup>18</sup> τῶν ἐκ τῆς αὐτῆς κόμης | <sup>19</sup> ἠβούλετο αὐτὴν ἐξαλλοτριώσαι, | <sup>20</sup> τούτων δὲ οὐχ ὑπομενόντων | <sup>21</sup> ἔνεκα τοῦ μὴ συνεπικελεύ<sup>22</sup>ειν ἐμέ κτλ.

56 *SB* I 5231.9-11 = *Jur.Pap.* 28 (11 CE, Psinachis): ἐπικελεύει γυνὴ ἱέρ[εια] Σούχου Τομσαίης πατρὸς ἐμνεῖθου Χαιρήμονος μητρὸς | <sup>10</sup> Ταμεσθασύτμος, ἡ τούτου γυνή, λέγουσα γρά[φειν] καὶ ποιεῖν κατὰ πάντα τὰ προγεγραμμένα οἷς [καὶ πέ]-πεισμαι. On the archival context see, in particular, M. Schentuleit, 'Satabous aus Sokno-

Another form of consent is that of the *eudokêsis*: the term in itself is Greek, amply attested for example (mostly in the cognate form συνδοκεῖν) in the Hellenistic and early Roman period in acts of sales on stone, most abundantly in the manumission inscriptions from Hellenistic and early Roman Delphi.<sup>57</sup> In Ptolemaic Egypt, the term is used by a person who possesses some rights to an object, and is therefore required to forego any future claims to the asset as a prerequisite for its conveyance to a third party. In Egypt, the earliest and perhaps most detailed account of the *eudokêsis* can be found in documents relating to *parachôrêsis*, that is the conveyance of a κλήρος κατοικιακός, from the first-century BCE Herakleopolite nome. The change of holders, the *metepigraphê*, has been performed not through a private act, but by the public bureau in charge of registering and monitoring the names of holders of allotment land. Strictly speaking, the current holder had nothing to do with the act of conveyance itself, and his only role is to express his consent to its performance, a consent that is followed by his pledge to surrender, and to waive any future claims to the object of conveyance (**App. nos. 4-10**).<sup>58</sup> At the same time, the same group of *parachôrêseis* also exhibits a further *eudokêsis* clause, not by the former principal holder, but by one of his relatives: in one document by his wife, in another by his brother (**App. nos. 4, 6**).<sup>59</sup> This secondary *eudokêsis* comes to the fore in the Roman period: it is now made not by the former owner and vendor, but by others who may possess some right to the assets and consent to waive it for the benefit of the purchaser.<sup>60</sup>

The declaration of consent can be made in an independent instrument, as is the case in one document, *P.Mich. V 283* (**App. no. 44**): two brothers alienate a *psilos topos* and the children of their deceased third brother express their consent to the act, taking pledge not to raise claims or sue the purchaser on account of the object. The document is thus termed *eudokêsis* and seems to be in this respect *sui generis*. Otherwise the consent clause is inserted into the document of sale itself, added autographically by its author. While more abbreviated forms are occasionally attested, the usual clause runs εὐδοκᾷ δὲ ἡ γυνή

paiu Nesos: aus dem Leben eines Priesters am Beginn der römischen Kaiserzeit', *CdÉ* 82 (2007) 101-125 at 105, 120.

57 Cf., e.g., *FD III 1:336.2-4* (undated, Delphi): ἀπέδοτο Διόδωρος Ἄ<ρχ>ωνος, σ[υνευ]ῆ[δοκεούσας καὶ τὰς θυγατρ]ῶς Ἀριστίου καὶ τοῦ ἀνδρὸς αὐτῶς Τιμολέωνος | <sup>4</sup> [τῶι Ἀπόλλωνι τῶι Πυθίῳι σ]ῶμα ἀνδρεῖον. Cf. R.Zelnick-Abramovitz, *Not Wholly Free, The concept of manumission and the status of manumitted slaves in the ancient Greek world* (Leiden-Boston 2005) 133-140.

58 Cf. S. Scheuble-Reiter, *Die Katökenreiter im ptolemäischen Ägypten* (Munich 2012) 165-170; U. Yiftach, 'Metepigraphê: Ptolemaic and Roman Policies on the Alienation of Allotment Land', in E. Jakab (ed.), *Legal Documents in Ancient Societies V: Sale and Community in the Ancient World* (Trieste 2015) 136-137; Wieacker (supra n. 7) 409.

59 *BGU VIII 1731.12-13* [mother]; *1733.16-17* [brother]. Cf. also *P.Oxy. XLIX 3482.26-27* (73 BCE, Oxyrhynchos).

60 Compare C. Cromme, 'Personen- und Familiengüterrecht in den delphischen Freilassungs-urkunden', *RIDA* 9 (1962) 177-238 at 188.

μου Τααρμιύσις Πατύνεως | <sup>14</sup> μετὰ κυρίου ἐμοῦ τῆ ὁμολογίᾳ ταύτηι καὶ μὴ ἐπελεύσεσθαι μηδ' ἐγκαλέσκειν μηδ' ἄλλον | <sup>15</sup> [ὑπὲρ αὐτῆς καθῶς πρόκειται (PSI VIII 910.13-15) (“My wife Taarmiysis daughter of Patynis, with me as her *kyrios*, approves of the this *homologia* and shall not proceed (against the purchaser) or press charges, nor will anyone else do so on her behalf, as written above”) (App. no. 55). This clause appears in 52 sale contracts from the early Roman period, in all of which the declaring party is a family member of the vendor. Almost no document records the sanctions to be applied against the approver, should he or she eventually decide to challenge the title of the purchaser.<sup>61</sup> The formula is almost exclusively in use in the Arsinoite nome, primarily in Tebtynis, and is rarely used after the end of the first century CE.<sup>62</sup>

### C: *Covendors and Approvers: Allocation of Roles*

Both the institution of co-vendorship, and that of the approver, are recorded in a variety of regions and ethnic settings: thus for example, in the more than 1,250 manumission inscriptions from Delphi now recorded in the databank *Synallagma*, as many as 184 record more than one vendor, while over 350 record an approval, by a third person, of the terms of the sale: the close terminological and structural affinity between the Delphic and the Egyptian approval clause also allows us to state that the approval clause is a Pan-Hellenic phenomenon.<sup>63</sup> Moreover, the attestation of the same institution in Egyptian settings, both in Demotic and in Greek, presents it as a cross-cultural phenomenon, rooted in antiquity in different cultures and regions.<sup>64</sup>

Taken together, the corpus of Delphic and Egyptian acts of sale is vast and allows us not only to state the endurance of co-vendorship and the institution of the approver throughout antiquity, but also to study its causes. It can be *a priori* assumed that in the case of co-vendorship the vendors were all equally the owners of the object of sale and were thus equally obligated to take the measures necessary for its alienation. This is not the case with the approver: the approver was not the owner of the object and as such could not, and did not, undertake the acts necessary for its conveyance. In no documentary setting does the approver sell the object, receive the consideration, or undertake the *bebaiōsis*, i.e., the defense of the purchaser against challenge by a third person. At least

61 In the case of *P.Hamb.* III 218 (29/30 CE, Oxyrhyncha) (App. no. 25), the editors proposed: ἡ δὲ γυνὴ Κρονία εὐδωκεῖν καὶ μὴ ἐπελεύσεσθαι | [μηδὲ ἐγκαλέσειν ὡς πρόκειται. ἐὰν δὲ ἐπέλθῃ ἢ μὴ βεβαιοῖ.] ἀποτισάτωι ὡσαύτως τὰ ἴσα ἐπίτιμα (ll. 13-14). Yet as *bebaiōsis* on the part of the consenting party are unattested elsewhere, I think that this reading should be discarded.

62 For later evidence cf. n. 40, 41 above.

63 Cf., in particular, A. Kränzlein, ‘Zu Den Freilassungssinschriften aus Delphi’, in A. Guarino & L. Labruna (eds.), *Synteleia V. Arangio-Ruiz* (Naples 1964) 820-827.

64 Cf., below, p. 121.



according to the *eudokêsis* formula in the Greek documents from Egypt, all that the approver does is expressing his consent to the sale and taking the pledge not to challenge the title of the purchaser himself in the future.<sup>65</sup>

Yet what are the legal grounds that propel cooperation in each case? In almost all cases, both co-vendors and approvers stem from the same family: parents, spouses, siblings, children and sometimes even grandchildren. Studying the nature of the relationship between them seems crucial for understanding why a certain relative appears as co-vendor and not as approver and vice-versa. Kinship can obviously be established when it is explicitly stated in the document, as is commonly the case in the Greek material from Egypt. Otherwise we rely primarily on the parties' names: if one vendor's name is the patronymic of the other, we assume that they are parent and child; if they share the same patronymic we assume that they are siblings; if they are a man and a woman, and share none of the above, we assume (not without doubt) that they are spouses.<sup>66</sup>

Chart 7: Family Members as co-Vendors<sup>67</sup>:

Identity of the Co-vendors	Delphic Manumission Inscriptions	Egyptian Land Sales
Spouse Certain	27 (18.8%)	2 (4%)
Spouse Uncertain	34 (23.5%)	--
Siblings Certain	33 (23%)	27 (53%)
Siblings Uncertain	11 (7.6%)	1 (%2)
Siblings and other family members	--	2 (%4)
Siblings and others, unrelated	--	1 (2%)
Parent and Child	1 <sup>(1)</sup> (0.7%)	5 (9.5%)
Unrelated/Not Certain	38 (26.4%)	13 (25.5%)
<b>Total</b>	<b>144</b>	<b>51</b>

<sup>(1)</sup> Cf. Cromme (supra n. 60) 200.

65 Cf., in particular, H.-A. Rupprecht, 'Βεβαίωσις und Nichtangriffsklausel: zur Funktion zweier Urkundsklausel in den griechischen Papyri bis Diokletian', in J. Modrzejewski, D. Liebs (eds.), *Symposion 1977. Vorträge zur griechischen und hellenistischen Rechtsgeschichte* (Cologne-Vienna 1982) 235-245. For a detailed analysis, in context of classical Roman law, cf. D. Nörr, 'Probleme der Eviktionshaftung im klassischen römischen Recht', *ZSav RA* 121 (2004) 152-188. Kränzlein (supra n. 63, pp. 825-826) denies substantial difference between the two positions, at least in the context of the Delphic manumission inscriptions.

66 Even in cases where no kinship can be established using the following criteria, more distant types of kinship can be assumed. Cf. Cromme (supra n. 60) 206-214.

67 Cf. also Cromme (supra n. 60) 186.

Upon these assumptions and the data provided in chart 7, we can draw the following picture: in the corpus of manumission inscriptions from Delphi spouses constitute the largest group of co-vendors with a total of 61 cases in 27 of which the marital status can be established with certainty.<sup>68</sup> Somewhat fewer are the inscriptions recording co-vendorship among siblings, with 44 cases 33 of which are certain. There is a total of 38 cases in which we have no onomastic ground to establish kinship between the co-vendors or where the text is too damaged to establish such kinship.<sup>69</sup> Parent-child cooperation is almost entirely absent. The Egyptian data convey a quite different picture: of the 51 documents exhibiting co-vendorship, kinship is non-existent or uncertain in 13. Of the remaining 38 documents we find seven cases in which at least some of the co-vendors are parent and child, but most of these instances are either Ptolemaic or Byzantine.<sup>70</sup> Spouses, who constituted the largest group in the manumission inscriptions from Delphi, are now almost completely absent.<sup>71</sup> In this period, one is overwhelmed by the predominance of siblings as co-vendors. In 31 of the extant 38 documents that record co-vendorship of family assets by family members the co-vendors are siblings, acting among themselves or with others.<sup>72</sup>

The predominance of siblings in both datasets can be provided with a plausible explanation: in both Delphi and Egypt valuable family assets fell to the children's lot in common, and was hence also to be alienated by them in com-

68 Cf. also Cromme (supra n. 60) 195-196, 220-221; Kränzlein (supra n. 63) 822-823.

69 Cf. also Cromme (supra n. 60) 194-197.

70 *BGU* VIII 1738; 1739 (both of 72 BCE, Hêrakteopolis); *P.Cair.Masp.* III 67169 (569 CE, Antinoopolis) [multiple children, cf. below]; *P.Harrauer* 32 (8 BCE, Soknopaiou Nêsos) (?); *P.Mich.* V 299 (I CE, Tebtynis); *P.Stras.* II 84 = *SB* I 5228 (Il. 7 - 15) (113 BCE, Pathyris); *SB* I 4661 (VI-VII CE, Arsinoîtês).

71 *P.Adler* 1 (134 BCE, Pathyris), where the spouses sell a piece of property together with their joint son, and *SB* I 4460 (97 BCE, Arsinoîtês).

72 *BGU* III 709 (138-161 CE, Karanis) (?); 996 (112 BCE, Pathyris); *CPR* I 155 (200 CE, Hêrakteopolitês); 214 (II CE, Arsinoîtês); VI 73 (222/235, Hêrakteopolitês); *Jur.Pap.* 36 (88 BCE, Kopanis, Parthia); *P.Adler* 11 (98 BCE, Pathyris); *P.Cair.Masp.* III 67169 (569 CE, Antinoopolis); *P.Flor.* III 380 (203/4 CE, Hermopolis); *P.Grenf.* I 33:6-29 (103 BCE Thebais); II 16 (136 BCE, Pathyris); 23a (107 BCE, Krokodilopolis, Pathyritês); 35 (98 BCE, Pathyris); *P.Harrauer* 32 (8 BCE, Soknopaiou Nêsos) [with other family members]; *P.Kellis* I 39 (IV CE, Kellis); *P.Lond.* III 1204 (113 CE, Pathyris); *P.Mich.* V 252 [with a copy in *PSI* VIII 905] (25/6 CE, Tebtynis); 269 [with partial copies in 270 and 271 and a complete copy in *PSI* VIII 907] (42 CE, Tebtynis); 274 (46/7 or 47/8 CE, probably Tebtynis) [with others, prob. giving their consent]; 282 [with a copy in *PSI* VIII 917] (I CE, prob. Tebtynis) [with nieces by a deceased brother]; 283 [with copy in no. 284] (I CE, Tebtynis) [the nieces of no. 282]; 287 (I CE, prob. Tebtynis); 293 (I CE, Tebtynis); 301 (I CE, prob. Tebtynis); 302 (I CE, prob., Tebtynis); 305 (I CE, prob. Tebtynis); *P.Oxy.* XIV 1634 (222 CE, Oxyrhynchos); 1699 (240-280 CE, Oxyrhynchos); *P.Phil.* I 11 (141 CE, Berenikis Aigialou); *P.Stras.* II 81 (115 BCE, Diospolis Magna); *PSI* VIII 909 (44 CE, Tebtynis); *UPZ* II 181 = *P.Leid.* I N (105 CE, Hermônthis).

mon, should the need or wish arise.<sup>73</sup> At the same time, this explanation is at best partial; in the case of Delphi, there are many cases in which, while the siblings dispose of the slave in common, their father is still alive and acts as approver.<sup>74</sup> Was the slave part of the *bona materna*, or are we facing here what can be termed the ‘Laertes syndrome’, i.e. a father leaving the title to a slave to his son(s) during his lifetime, retaining only the right of approval?<sup>75</sup> We will not pursue this question here, but turn our attention to another one: where are the spouses, so well represented as co-vendors in the documents from Delphi, in the Egyptian sources? Why do we almost never find a spouse as co-vendor in the papyri?

To answer this question we now turn to the data on the approvers, comparing the manumission inscriptions, the Egyptian *epikeleusis*, and the “Greco-Egyptian” *eudokêsis*.

Chart 8: Identity of the Approver(s):

Type of Kinship	Delph. Manumissions	<i>Epikleusis</i>	<i>Eudokêsis</i>
fath.	8	10	--
fath., hus.	--	1 <sup>(2)</sup>	1
mot.	16	3	12
mot., sibl.	1	--	--
mot., wife	--	--	2
mot., oth.	1	--	--
both par.	3	1	--
hus.	17	1	1
hus., chi.	24	--	--
wife	8	2	26
wife, chi.	14		1
sibl.	4	1	1
sibl., chi.	1	--	--

73 Cromme (supra n. 60) 221; Kränzlein (supra n. 63) 826: “So werden sich Fälle, in denen Geschwister gemeinsam freilassen, unbedenklich mit einer ungeteilten Erbgemeinschaft erklären lassen.”

74 Cf., e.g. *FD* III 1:565.4-6 (ca. 150 BCE, Delphi): [ἀ]ϋ[πέ]δοντο Δαμοτέλης καὶ Νικόδαμος οἱ Τελεσάρϋ[χ]ου Φυσκείς, συνευδοκέοντος καὶ παρόντος κ[αὶ τοῦ] ἴϋ [πα]τρὸς αὐτῶν Τελεσάρχου τοῦ Δαμοτέλεος Φυσκέος κτλ. and Cromme (supra n. 60) 186-187.

75 Cromme (supra n. 60) 221. In the case of Gortyn, the pervasiveness of the practice led to the expectation that parents would cede their estate to their children in their lifetime, an expectation that necessitated a clear and categorical negation on the part the lawgiver: *CG* 4.23-27: <sup>23</sup> τὸν πατέρα τὸν ἰ <sup>24</sup> τέκνων καὶ τὸν κροεμάτων κ<sup>25</sup> αργτερόν ἔμην τὰδ δαίσιος ἰ <sup>26</sup> καὶ τὰν ματέρα τὸν φὸν αὐ<sup>27</sup> τὰς κροεμάτων.

son.	199	5	--
son., oth.	1	--	--
daugh.	35	--	1
chi.	27	--	--
par., spo., chi.	2	--	--
par., spo.	1	--	--
par., sibl.	1	--	--
oth.	12	--	--
uncertain	15	3	4
<b>Total</b>	<b>380</b>	<b>27</b>	<b>49</b>

<sup>(2)</sup> The same person is the father of one of the parties, and the husband of the other: **App. no. 61.**

First, the manumission inscriptions: among 365 consent clauses for which the identity of the approver(s) is certain, siblings, who constituted the second largest group of co-vendors, appear in just five cases,<sup>76</sup> parents are mentioned in 29 and spouses in 63.<sup>77</sup> Yet by far the largest group is that of children; in as many as 200 cases, that is, more than half of the total, the approver(s) is/are the son(s) of the vendor(s) while daughters appear in 35 documents; the total of clauses mentioning children, as well as other offspring, alone or with others, is 303.<sup>78</sup> In other words, in more than three out of every four approval clauses a child declares his/her consent. In fact, even in the case of spouses, in just 25 cases husband or wife appears in the contract as a sole approver; in the remaining 38 cases the parent is co-approver with his or her children.<sup>79</sup> In other words, in the case of Delphi while children did not become owners of the alienated slave—ownership that would warrant their participation in the contract as co-vendors—they did possess some right which propelled their attendance as approvers. The existence of such a right can be denied in the case of siblings, and may be doubted in the case of parents and spouses: as we saw earlier, spouses would most likely appear in the act of manumission as co-vendors, rather than as each other's approvers.

In Egypt, the consent clause is recorded in 89 Greek documents: in 25 the author of the document applies the *epikeleusis* and in 63 the *eudokêsis* clause. The picture they convey is quite different from that provided by the manumission inscriptions: in the case of the *epikeleusis*, it is mostly the parents of the conveyor that undertake the act of consent. In most of these cases it is

76 In these cases, special circumstances can explain the participation of the sibling. Cf., in particular, Cromme (supra n. 60) 204-205 on *GDI* 1740 (170 BCE).

77 Kränzlein (supra n. 63) 822.

78 Cf. also Cromme (supra n. 60) 196-199.

79 Cf. also Cromme (supra n. 60) 199.

the composition of a *syngraphê trophitis*, a deed by which the groom places his entire assets as security for the dowry and alimentation of the wife, that motivates the act of consent of the parent (**App. nos. 60, 63? 71-75, 76?, 78-79, 81-83**). In at least one case, however, that of *P.Lond.* III 1204 (**App. no. 34**), the document is a regular sale contract: it seems, then, that even after the son gained some property his parents were still required to express their consent to its alienation.<sup>80</sup> A wife is attested three times in connection with the *epikeleusis* clause, in all three in connection with an alienation of an asset by her husband: in one of these cases, the petition *P.Tebt.* III.1 776 (early II CE, Tebtynis), we also have an account of the grounds of her right: it is the abovementioned *syngraphê trophitis*.<sup>81</sup> Finally, in five documents a father assigns share of his estate to some of his children and his remaining children express their consent to the assignment (**App. nos. 84-88**), but all five documents relate to the same case.

The picture conveyed by the *eudokêsis* clauses from Egypt is different from both that provided by the manumission inscriptions from Delphi, and by the documents featuring *epikeleusis* clause. While in Delphi the consent is most commonly given by the children and in the case of the *epikeleusis* clause by the parents, among the 63 documents featuring the *eudokêsis* clause in as many as 29 the document records a consent's by the vendor's spouse: most commonly (28 cases) by the wife to an act of alienation by her husband.<sup>82</sup> The second most commonly attested family

80 The existence of the same right is also shown by related sources. One can especially adduce in that context the regulations of the "law of the Egyptians", which forbade children from disposing of their property without the consent of their father, either *inter vivos* or by will, and created the right of the fathers to withdraw the dowry of their daughters against their will. It seems plausible that the right of the father to the property of his children is the one that necessitates his act of consent to any act of alienation on their part. Cf., in general, H. Kreller, *Erbrechtliche Untersuchungen auf Grund der gräko-ägyptischen Papyrusurkunden* (Leipzig 1919) 306; H.-A. Rupprecht, 'Τῶν Αἰγυπτίων Νόμοι', in D.Schaps et al. (eds.), *When West Met East: The Encounter of Greece and Rome with the Jews, Egyptians, and Others* (Trieste, forthcoming) text to nn. 24-33; U. Yiftach-Firanko 'Law in Greco-Roman Egypt: Hellenization, Fusion, Romanization', in R.S. Bagnall (ed.), *Oxford Handbook of Papyrology* (Oxford 2009) 541-560 at 550-552.

81 *P.Tebt.* III.1 776.5-14 = *Sel.Pap.* II 271 (early II BCE, Tebtynis): συνούσης μ[ο]υ Διδύμου [ῶ Πετεμ[ο]ύθου τῶν ἐκ τῆς αὐτῆς] κώμης [κα]τὰ συγγραφὴν Αἰγυ[π]τιαν τ[ροφ]τ[ιν] ἀργυρίου [ῶ χρυσῶν] [κατὰ τοὺς τῆς] [ῶ] νόμους, καὶ πρὸς τὰτα [καὶ τῆ]ν τρο[φ]τῆν μου ὑπο[κ]ειμ[ένω]ν τῶν ὑπαρχόντων [αὐτῶ]ν πάντων, ἐν οἷς καὶ οἰκίας [ἐν τῇ προγεγραμμένῃ κώμῃ] κτλ.

82 *BGU* VIII 1731.12-23 (68/7 BCE, Hêrakteopolis); *CPR* XV 2.11-12 (11 CE, Soknopaiou Nêsos); *P.Fam.Tebt.* 11.1.24 (108 or 109 CE, Arsinoîtês); *P.Hamb.* III 218.13-14 (29/30 CE, Oxyrhyncha); *P.Lond.* II 141 [formula lost] (88 CE, Ptolemais Euergetis); *P.Lond.* II 262.6 = *MChr* 181 (11 CE, Soknopaiou Nêsos); *P.Lond.* II 277.13-17 (23 CE, Soknopaiou Nêsos); *P.Mich.* V 241.10-12 (46 CE, Tebtynis); 250.6-7 (18 CE, Arsinoîtês); 252.7-8 (25/6 CE, Tebtynis); 258.14-16 (32-34 CE, Tebtynis ?); 269.10-11 (42 CE, Tebtynis?); 274 [wife and mother] [formula lost] (42 CE, Tebtynis?); 277.6-7 (48 CE, Arsinoîtês); 297.8-9; 299.8-11 [wife and mother]; 301/2.8-9; 305.15-18; 306.13-17; 307.8-9; 308.6-7 (all the foregoing from I CE Tebtynis); 332.16-17 (47/8 CE, Tebtynis); *P.Narm.* 2006 6.9-10 (107/8 AD (?),

member acting as approver through the *eudokêsis* clause is the vendor's mother, with 14 documents.<sup>83</sup> In six we are not certain about the identity of the approver,<sup>84</sup> while six documents exhibit other types of relationships: husband, father, nieces and children.<sup>85</sup> The remaining 14 cases consist of six, late Ptolemaic *parachôrêseis* of allotment land, where the approver is the current holder of the land,<sup>86</sup> while the remaining clauses are inserted into other documents, loan or *madatum*, are very late and do not pertain to the subject of this paper.<sup>87</sup> In no document are we informed of the legal ground that necessitated the consent.

To sum up the discussion so far, both borrowing money and selling family property were spheres of activity in which family cooperation was particularly common. We can also observe a certain degree of congruency: i.e. much of the documentation recording family cooperation stems from Pathyris and Tebtynis and is especially common in the late Ptolemaic and early Roman period, roughly down to the end of the first century CE. The cooperation patterns, however, vary by contract: loans were taken by all family members in common, with no clear preference for certain types of kinship among the borrowers. In addition, all borrowers take the same position: they are defined as borrowers and co-sureties.

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- Theadelphia or Narmouthis); *P.Oxy.* XLIX 3482.26-27 (73 BCE, Oxyrhynchos); *P.Stras.* VI 583.22 (?) (115/6 CE, Arsinoîtês); *P.Tebt.* II 383.42-45 (46 CE, Tebtynis); *PSI* VIII 909.7-10 [wives, children] (44 CE, Tebtynis); *PSI* VIII 915 (I CE, Tebtynis?). By the husband: *P.Dime* III 18.5-6 = *P.Ryl.* II 160b (37 CE, Soknopaiou Nêsos).
- 83 *BGU* I 193 col. 2.28 = *MChr* 268<sup>r</sup> (136 CE, Ptolemais Euergetis); II 543.14-16 (27 BCE, Hauêris); *P.Adler* 11.7-8 (98 BCE, Pathyris); *P.Kron.* 48.24-25 (35 CE, Tebtynis); *P.Lond.* II 154.17, 25-26 (68 CE, Karanis); III 1164f.37 [Acting as Purchaser]; 1164i.22 (both from 212 CE Antinoopolis); *P.Mich.* V 274 [wife and mother] (42 CE, Tebtynis?); 280.6-7; 294.9-10; 299.8-11 [wife and mother] (both from I CE Tebtynis ?); *P.Oxy.* III 504.32-39 [adoptive mother] (Early II CE, Oxyrhynchos); *PSI* VIII 918 (38/9 CE, Tebtynis); *SB* XX 14997.12-16 = *P.Erl.* 59 (70 or 41 BCE, Oxyrhynchos ?).
- 84 *BGU* I 101.23-27 = *MChr* 249 (115 CE, Arsinoîtês); *CPR* I 145.9-11 + *CPR* I 115 (II-III CE, Arsinoîtês or Hêrakteopolitês); *CPR* I 185.3-4 (II CE, Arsinoîtês or Hêrakteopolitês); *CPR* I 189.14 (II CE, Arsinoîtês); *P.Erl.* 63.2-5 (III CE, Unknown Provenance); *Stud.Pal.* XX 1.23 = *CPR* I 1 = *MChr* 220 (83/4 CE, Ptolemais Euergetis).
- 85 Brother: *BGU* VIII 1733 (80-30 BCE, Hêrakteopolis). Children: *CPR* I 188 (106-110 CE, Arsinoîtês); *P.Mich.* V 300 (I CE, Arsinoîtês); *PSI* VIII 909 (44 CE, Tebtynis). Husband: *P.Dime* III 18 = *P.Ryl.* II 160b (37 CE, Soknopaiou Nêsos). Nieces: *P.Mich.* V 283 (I CE, Arsinoîtês).
- 86 *BGU* VIII 1731.3-4 (68/7 BCE, Hêrakteopolis); 1732.2-4 = *SB* IV 7420 + *P.Bingen* 54 (80-30 BCE, Hêrakteopolis); 1733.4-6 + *P.Bingen* 49? (80-30 BCE, Hêrakteopolis); 1735.11-12 = *BGU* IV 1186 (98 BCE, Hêrakteopolis); *BGU* VIII 1736. 11-13 = *SB* IV 7422 + *P.Bingen* 48 (78 BCE, Hêrakteopolis); 1738.17-21 + *P.Bingen* 53; 1739.10-12 (both from 72 BCE Hêrakteopolis)
- 87 *P.Brem.* 68.14 (99 CE, Hermopolis) [loan, borrower]; *P.Flor.* I 1 = *MChr* 243 = *Jur.Pap.* 68 (153 CE, Hermopolis) [loan, borrower]; *P.Oxy.* I 94.15-19 = *MChr* 344 = *P.Lond.* III 763 descr. (83 CE, Oxyrhynchos) [*mandatum*, appointee?]; *PSI* XII 1228.25-26 (188 CE, Oxyrhynchitês) [slave sale, agent]; *SB* I 4370.32-38 (229 CE, Hêrakteopolitês) [loan, borrower]. Compare also *P.Dura* 23.11 (133 CE, Ossa, near Dura Europos) [loan, borrower].

Chart 9: Families in Acts of Sale, a Synopsis:

	Delphi	Egypt
Siblings	Covendors only	Covendors only
Parents	Approvers	Approvers (mostly the mother)
Spouses	Covendors and approvers	Approvers only
Children	Approvers	Almost entirely absent (!)

In the case of land sales, family members of the vendor commonly take part in the act of alienation as well. Both the institution of co-vendorship and that of the approver seem deeply rooted in both Egyptian and Greek legal tradition;<sup>88</sup> in both cases the cooperation seems restricted to members of the same family. At the same time, the type of kinship affected the form of cooperation: siblings almost without exception join each other as co-vendors in alienating the property: this is the case in Delphi and Egypt alike. The parents of the vendor, on the other hand, to the extent that they appear in the document do so in the position of approvers: in Delphi it is mostly the father, as is the case in the few *epikeleusis* documents that came down to us from Ptolemaic Egypt. But in the case of other types of kinship, that of spouses and children, the manumission inscriptions from Delphi and the land sales from Egypt convey a different picture: spouses are present in Delphi both as co-vendors and as approvers but in the latter position primarily alongside joint children (cf. chart 9 above). In Egypt, on the other hand, they are attested as approvers only. Children, finally, who constituted by far the most important group of approvers in Delphi, are virtually non-existent in the Greek source material from Egypt.<sup>89</sup>

In the Egyptian context, such allocation of roles is especially clear when various family members, with different types of kinship, take part in the sale, each with the role assigned to him or her according to the scheme outlined earlier: in *P.Adler* 11 (98 BCE, Pathyris, **App. no. 17**), for example, five siblings sell half a share of a dovecote and their mother expresses her consent to the act through the *epikeleusis* clause. In *P.Lond.* III 1204 = *MChr* 152 (113 BCE, Pathyris, **App. no. 34**) half a house is sold by two siblings, and their father expresses his consent to the act by means of the same clause. In *P.Mich.* V 274/5 (46/7 or 47/8 CE, Arsinoîtês, **App. no. 41**), documenting the sale of a vineyard measuring half an aroura, the declaring parties are brother, sister and the brother's wife, yet only the two siblings actually undertake the sale: the wife presumably gave her consent. Exactly the same scenario is evident in *P.Mich.* V 301/2 (I CE, Arsinoîtês, **App. no. 50**). Two brothers sell a *psilos topos* and the wife of one of them applies the *eudokêsis* clause to express her consent.

88 Cf., in general, K. Sethe, J. Partsch, *Demotische Urkunden zum ägyptischen Bürgerschaftsrechte vorzüglich der Ptolemaerzeit* (Leipzig 1920) 683-711.

89 On Delphi cf. Cromme (supra n. 60) 214-215.

*D. Final Considerations:*

Several key questions remain, relating to both the Greek and Egyptian context. First, the number of inscriptions that prove the involvement of several family members in the act of manumission is large, but that of inscriptions in which the manumittor acts alone is larger, and it would not be reasonable to assume that in all these cases the manumittor did not have family members whose consent would be needed, had the joint activity, be it as vendors or approvers, derived from a legal requirement. So the question remains under what circumstances the participation of additional family members was indeed necessary.<sup>90</sup> Second, there is the questions of the universality of the allocation of roles evident in the data from Apollo's temple at Delphi. Our sources exhibit some local particularities: thus for example the few consent clauses that came down to us from Phaistos and Elateia feature the parents and not the children in the position of approvers,<sup>91</sup> and not everywhere we will find the same family members taking the same shares as in Delphi. Among the 98 documents from Chaironea, for example, the consent clause is inserted in 11 only (%11). In Delphi the figures are 361 of 1263 (nearly 30%). Nineteen of the documents from Chaironea feature multiple manumittors, but of these in only two cases they are siblings: again, a much smaller share than in Delphi. But regardless of these variations, there seem to be certain guidelines that prevail everywhere: siblings appear as co-vendors, rather than as approvers. Spouses could appear in both positions, but tend to act primarily as co-vendors, children function as approvers.

Now we come to a more crucial point. In a sense, as already indicated in the introduction what we have done so far was comparing apples and oranges: manumissions of slaves from Delphi and land sales from Egypt, and the reader might be inclined to assume regional or diachronic explanation for the variations in the practice in the two surroundings. This, I argue is not the case. In Greece, the consent clause is best documented in acts of manumission but it is not reserved to this documentary genre alone. It is also attested in documents relating to the alienation of landed property and loans with security. At the same time, here the consent clause is very rarely applied. In the corpus of 91 land sales assembled by Jean Game, no more than seven record a third party's consent. In none of these the children act as approvers, but commonly the wife, whose consent is required since the asset forms part of her dowry or is placed as security for its recovery.<sup>92</sup> This is also the case in the register of loans given

90 Cf., e.g., Cromme (supra n. 60) 219.

91 Mother: e.g., *IG IX,1<sup>2</sup> 3:709.3,8* (165/4 BCE, Phaistos); Father: *IG IX,1<sup>2</sup> 3:705* (137/6 BCE (?), Elateia).

92 Game (supra n. 9) #49 = *IG XII, 5 872.17-20*: perhaps the mother of the purchaser, release of dotal assets previously placed by her guardian and husband as security for loan (so Game, 117); #52 = *IG XII, 5 872.75-78*: perhaps the widow of the earlier vendor (?); #61



by the temple of Apollo in Delos.<sup>93</sup> There are also some scattered cases of co-vendors and even of sibilings acting as such.<sup>94</sup> But this is also not common. Rather, under normal circumstances the vendor would act alone with no need of consent by his, or her, family members.

With this we come pretty close to the state of affair manifested in the papyri from Egypt: the capacity of the owner to dispose of his assets is constrained by one right in particular, that of his wife. The main difference is quantitative. In the Greek world, the consent by the wife to an act of alienation was not regularly recorded in land sales. Even the register from Tenos (*IG XII,5 872*), the only considerable source of consent clauses in Game's corpus, features just four cases of the wife's consent among a total of 47 entries. By contrast, in Egypt, at least in those surrounding in which the clause is commonly in use, its share is much larger. Thus, among the twenty-two sales of landed property from first-century Tebtynis, in as many as fifteen the wife of the vendor expresses her consent. Taking into consideration cases in which the vendors would be unmarried the insertion of the clause seems almost an *essentiale negotii* in land sale contracts in that place and time. In most of these cases, the cultural milieu of the parties is Egyptian and the right of the wife is based on liens placed on the property of the husband by mean of an Egyptian marriage document,<sup>95</sup> but of note is that when the scribe aims at conveying the wife's consent in a Greek contract, he does not simply translate the Egyptian *epikeleusis*, but reverts to the *eudôkêsis*, already in existance for centuries in the Greek world.

Another matter remains a mystery. In the case of the manumission inscriptions it was the right of the children to the ἀπελευθερικὰ δίκαια, that is the right to the services of the slave after the manumittor's death, which presumably produced their consent to the act of manumission.<sup>96</sup> In Egypt, the right of the children went much beyond that: the right of the children to the estate

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= *IG XII, 5 872.60-62*: a woman, release of dotal assets; #64 = *IG XII, 5 872.38-40*: father of the purchaser, release from mortgage; #68 = *IG XII, 5 872.113-116*: the previous owner, who placed an object as security for a loan, now consents to its sale to a third party; #69 = *IG XII, 5 872.116-119*: wife of the vendor, dotal assets or property placed as security for the dowry; *IG XII, 5 872.40-42*: two women, relations to the parties not clear. Cf. J. VELISSAROPOULOS-KARAKOSTAS, 'Συνεπαινούντες : Aux origines du droit de préemption', *Sympson* 1988 (Vienna 1990) 413-424 at 420-424; Wieacker (supra n. 7) 410.

93 *Delos*: *ID 396.A.1.47*, 53, 56, 59-60 (194 BCE); *ID 298.A.185-187* (240 BCE); *ID 365 21-22* (208 BCE); *ID 407.23,25,28,32,34* (ca. 190 BCE); *ID 480.4* (175-166 BCE): consent of the wife for a loan with security places on some assets, perhaps dotal; *ID 396.A.1.50* (194 BCE): consent of the mother; 407.30 (ca. 190 BCE): consent of a spouse. *ID 1416.B.2.37-8* (156/5 BCE): the former proprietor of an ergastêrion consents to an act of lease. *Amorgos*: *IG XII 7.58.6* (3 BCE): wife.

94 E.g., Game (supra n. 9) #50 = *IG XII,5 872.55-60*; #72 = *IG XII,5 872.91-97*.

95 S. Lippert, *Einführung in die altägyptische Rechtsgeschichte* (Berlin 2008) 119-121.

96 For a different solution, in Hellenistic Kalymnos, cf., in particular, A.M. Babakos, 'Familienrechtliche Verhältnisse auf der Insel Kalymnos im 1. Jahrhundert n. Chr.', *ZSav RA* 81 (1964) 31-51, where the father was able to revoke his children's right independently, and L. Darnezin, *Les affranchissements par consécration en Béotie et dans le monde grec hellé-*

of their parents is well documented, primarily in the edict of Mettius Rufus of 89 CE, which regulates the registration of property rights and liens at the acquisitions archive (βιβλιοθήκη ἐγκτάσεων). The edict refers to “a certain local law”, by which the children should gain control (κρατεῖται) of their parent’s property, which means, according to the wording of the edict, that the parents should be allowed to use the assets, but after their death the ownership would devolve upon their children.<sup>97</sup> This edict and other references give the impression of an institution with still of much vitality in the early second century CE. Consequently, just as in the case of Delphi the children’s possession of ἀπελευθερικὰ δίκαια motivated their consent to an act of manumission by their parents, we would expect the children’s right to result in frequent attestations of children in consent clauses in the Egyptian context as well. However, as we saw earlier no consent clause of either the Ptolemaic or the Roman period seems to record the consent of the children.<sup>98</sup> The paradox was already noted by Kreller in 1919, who noted: ‘Ein Indiz gegen ein weites Geltungsbereich (of the said rules) stellt jedenfalls der Umstand dar, dass das Beispruchsrecht der Kinder sich innerhalb unseres reichen Materials nur in einer verschwindend kleinen Anzahl von Verfügungsurkunden bezeugt findet’. As we saw in this paper, this picture has not changed since.

Since Hans Kreller published in 1919 his seminal *Erbrechtliche Untersuchungen auf Grund der Gräko-Ägyptischen Papyrusurkunden* no thorough analysis of property rights within the family has been published, at least not in the context of the papyri. Since then the study of these questions has made substantial progress, primarily due to the publication of new Greek sources, on papyrus and stone, and the publication of material in the Demotic script. The contextualization of the data from Egypt is being catalyzed by the incorporation of evidence from all parts of the Greek world, in literary sources or written on stone, into the databank *Synallagma*, which will advance our ability to draw a

*nistique* (Nancy 1999) 185-187. Cf., however, Zelnick-Abramovitz (supra n. 57) 136 n. 15, where the universality of this right is questioned.

97 Cf., in particular, *P.Oxy.* II 237.8.22-23 [with a further, if not entirely identical copy in *P.Mert.* III 101.4-10] (109 CE): ἐτελείτο τὰς Αἰγυπτιακὰς γυναῖκας κατὰ <τὰ> ἐνχώρια νόμῳ κατέχειν τὰ ὑπάρχοντα τῶν|<sup>23</sup> ἀνδρῶν διὰ τῶν γαμικῶν συγγραφῶν ἑαυταῖς τε καὶ τοῖς τέκνοις; *P.Oxy.* II 237.8.34-36 (89/90 CE): παρατιθέτωσαν δὲ καὶ αἱ γυναῖκες ταῖς ὑποστάσεσι τῶν ἀνδρῶν ἔαν κατὰ τινα ἐπχώριον νόμον κρατεῖται (read κρατῆται) τὰ ὑπάρχ<sup>35</sup>οντα, ὁμοίως δὲ καὶ τὰ τέκνα ταῖς τῶν γονέων οἷς ἢ μὲν χρῆσ{ε}ις διὰ δημοσίων τετήρηται χρηματισμῶν, ἢ δὲ κτῆ<sup>36</sup>σις μετὰ θάνατον τοῖς τέκνοις κερράτῃται, ἵνα οἱ συναλλάσσοντες μὴ κατ’ ἄγνοιαν ἐνεδρεύονται (read ἐνεδρεύονται); *P.Oxy.* XLII 3015.14-20 (107-112 CE): Σουλ[πίκι]ος Σίμιλις |<sup>15</sup> [συν]ἀλή[σας τοῖς συνβ[ούλοις] καὶ ἀνα[κοιν]ωσάμεν[ος] |<sup>16</sup> [Ἀρ]τεμίδωρῳ γομκῶ ἔ[φη· λ]έγεται [. . .] ονε [. . .] |<sup>17</sup> [. . .] οὔτε ἡ γυνὴ ἐφ’ ἧς καινότερόν τι συνεφώγη[σεν] |<sup>18</sup> ὁ πατὴρ τοῦ γαμοῦντος οὔτε οἱ υἱοὶ αὐτῆς περίεσι |<sup>19</sup> οἷς ἐδύνατο κατέχεσθαι τὰ κατὰ τὴν συμφωνίαν. |<sup>20</sup> ἄκυρόν ἐστιν ἡδὴ τοῦτο τὸ γράμμα. Wieacker (supra n. 7) 410.

98 Kreller (supra n. 80) 183.

more comprehensive picture of the law of succession and property rights that kept families together in the Greek and Roman world. I hope that the above paper has illustrated the potential of such a study.

*Appendix: the eudokêsis clause in the Greek papyri:*

While the most significant source on the *eudokêsis* clause derives from the groups of contracts discussed in this paper, namely those expressing the consent of one family member to an act of alienation by another (3,4b,6b,11-17,20,25-30,32-56,58-68,70-89), its sphere of application was much broader: in the agoranomic instruments recording the conveyance of allotment land from first-century BCE Hêrakteopolitês (4-10), they are used to express the approval of the current holder of the act of conveyance and as such for the introduction of the terms of the contract in its entirety. In addition, the clause is also used by borrowers when loans are given on security (1,21,22?,23,24,31,69); in some of these cases (21,24,69) the debtor uses the clause to express his consent to the foreclosure of his property by the creditor in the future. In the others it is expressed by a third person, sometimes his wife, who would have to relinquish her rights to the object on foreclosure, just as she does in the case of immediate act of alienation (viz. sale). Of particular interest is no. 29, a Latin approval clause, with its unique terminology. Within the following list the nature and legal consequences of the *eudokêsis* can be studied most closely in the case of no. 44, which is the only document dedicated in its entirety to recording the consent. In this, somewhat repetitious document, the two approvers vow that they will not challenge the possession of the purchaser: the formula  $\mu\eta\ \acute{\epsilon}\pi\epsilon\lambda\epsilon\acute{\upsilon}\sigma\epsilon\sigma\theta\alpha\iota\ \eta\mu\acute{\alpha}\varsigma$  |  $\mu\eta\delta\prime\ \acute{\epsilon}\nu\kappa\alpha\lambda\acute{\epsilon}\sigma\epsilon\iota\nu$  (read  $\acute{\epsilon}\gamma\kappa-$ )  $\mu\eta\delta\acute{\epsilon}\ \acute{\alpha}\lambda\lambda\omega\nu$  (read  $\acute{\alpha}\lambda\lambda\omega\nu$ )  $\acute{\upsilon}\pi\epsilon\rho\ \eta\mu\acute{\omega}\nu$  (ibid. 6-7), recurs in one form or another in all our documents.

An analysis of the texts may allow us to offer corrections to two previous readings of papyri. In *P.Hamb.* III 218 (no. 25) the editor reads in lines 13-14  $\eta\ \delta\acute{\epsilon}\ \gamma\upsilon\nu\eta\ \text{Κρο}\nu\acute{\iota}\alpha\ \acute{\epsilon}\acute{\upsilon}\delta\omega\kappa\epsilon\acute{\iota}\nu\ \kappa\alpha\acute{\iota}\ \mu\eta\ \acute{\epsilon}\pi\epsilon\lambda\epsilon\acute{\upsilon}\sigma\epsilon\sigma\theta\alpha\iota$  | [ $\mu\eta\delta\acute{\epsilon}\ \acute{\epsilon}\gamma\kappa\alpha\lambda\acute{\epsilon}\sigma\epsilon\iota\nu$   $\acute{\omega}\varsigma\ \pi\rho\acute{\omicron}\kappa\epsilon\iota\tau\alpha\iota.$   $\acute{\epsilon}\alpha\nu\ \delta\acute{\epsilon}\ \acute{\epsilon}\pi\acute{\epsilon}\lambda\theta\eta\ \eta\ \mu\eta\ \beta\epsilon\beta\alpha\iota\omega\acute{\iota}.$ ]  $\acute{\alpha}\pi\omega\tau\iota\sigma\acute{\alpha}\tau\omega\iota\ \acute{\omega}\sigma\acute{\alpha}\tau\omega\varsigma\ \tau\acute{\alpha}\ \acute{\iota}\sigma\alpha\ \acute{\epsilon}\pi\acute{\iota}\tau\iota\mu\alpha.$  If the sanction clause starting in the lacuna at the beginning of line 14 relates to the wife (and this seems to me likely since the sanction imposed on the husband and vendor has already been dealt with earlier in the same document), she is not likely to be subject to the *bebaiôsis*. This is never the case in any of the other documents in our list, so that the reading  $\eta\ \mu\eta\ \beta\epsilon\beta\alpha\iota\omega\acute{\iota}$  seems suspect. In the loan contract *P.Brem.* 68 (no. 18), according to the reading of the editor, it is the creditor who expresses his consent to the act:  $\text{Ἡ}\rho\alpha\kappa\lambda\eta\varsigma\ \pi\rho\epsilon\sigma\beta\acute{\upsilon}\tau\epsilon\rho\varsigma$ ]  $\text{Ἀ}\pi[\omega\lambda\lambda\omega\nu\acute{\iota}\omega\ \acute{\epsilon}\acute{\upsilon}\delta\omega\kappa\eta\ \acute{\omega}$  (l. 14). This is not only unparalleled in any other document, but also palaeographically difficult. The consent is probably expressed by the debtor, or one of her relatives.

Document	Place and Date	Form of Consent	Type of Contract	Formula	Type of Kinship	Further papyri with the same text
1. <i>BGU</i> I 101 = <i>MChr</i> 249	115 CE, Arsinoîtés	<i>Endokêsis</i>	Loan Contract	Ἦρον εὐδοκῶ   <sup>24</sup> τῆδε τῆ καρπ(ε)ῖα καθ(ε)στῆσθαι   <sup>25</sup> ἀπὸ τοῦ (ε)πιτότου ὀκτωκαιε[ <sup>26</sup> κ]ατοῦ ἔτους Τριτανοῦ Καίσαρος   <sup>27</sup> τοῦ κυρίου [ (ll. 23-27)	Not clear	
2. <i>BGU</i> I 193 col. 2 = <i>MChr</i> 268 <sup>r</sup>	136 CE, Ptolemais Energetis	<i>Endokêsis</i>	Sale, Slave	ἡ δὲ Θασ[η]ς εὐδοκῆ τῆδε τῆ] πρόσει[τ] (l. 28)	Mother	
3. <i>BGU</i> II 543	27 BCE, Hauêris	<i>Endokêsis</i>	Conveyance, Allotment Land	παρέξομαι δὲ καὶ τὴν μητέρα μου   <sup>15</sup> Ἀπολλωνίαν Ἡρακλείου εὐδοκῶσαν καὶ μηδὲν   <sup>16</sup> λη[μ]μα(?)   λαμβάνουσαν (ll. 14-16)	Mother	
4. <i>BGU</i> VIII 1731	68/7 BCE, Hêrak-leopolis	<i>Endokêsis</i>	Conveyance, Allotment Land	ὁμολογῆι Θέρανδρος Ἀπολλογίου Μακ[ε]δ[ω]ν τῶν] κατοίκων ἐπιτέον Χάσῃ τῶν [ε]κ] κ[α]τ[α]μ[η]σ[ι] . . . ντ[ . . . ]   <sup>4</sup> κατοίκων ἐπ[ι]τέον εὐδοκῶν τ[ῶ]ν Θέρανδρον τῆ] γ[ε]γονυῖα τῶ] Χάσῃ μετεπεγραφή] (ll. 3-4) συνευδοκῆ δὲ τῆ παραχωρήσει τῶν] ἀρουρών ἡ τοῦ Θερασ[ιδ]ου γυνῆ] Ἡ[ρα]κ[λ]εῖα [τοῦ δεινο]ς] με[τ]ρ[α] [κυρίου] τοῦ αὐτοῦ (read αὐτῆς) ἀνδρός καὶ ἀ[δελ]φ[ο]τ] (ll. 12-13)	The present holder	
5. <i>BGU</i> VIII 1732 = <i>SB</i> IV 7420 + <i>P.Bingen</i> 54	80-30 BCE, Hêrak-leopolis	<i>Endokêsis</i>	Conveyance, Allotment Land	ὁμολογῆι Δημήτριος - ca.10 - Ο]λύνθιος τῶν]   <sup>3</sup> κατοίκων ἐπιτέον Φιλοξένου . . .   νίου Μακ[ε]δόνι τῶν κ[α]τ[α]οίκων] ἐπιτέων εὐδοκῶσιν τῆ] γ[ε]γονυῖα τοῦ Φιλοξένου διὰ τ[ῶ]ν ἐπιπ[α]ρ[ε]τῶ]ν λογιτηρίου   <sup>4</sup> μετεπεγραφή] (ll. 2-4)	The present holder	
6. <i>BGU</i> VIII 1733 + <i>P.Bingen</i> 49?	80-30 BCE, Hêrak-leopolis	<i>Endokêsis</i>	Conveyance, Allotment Land	ὁμολογῆι Φίλων] Λύκου [Μακ[ε]δ[ω]ν τῶν κατοίκων ἐπιτέων] Διονυσίου Διονυσίου Μακ[ε]δόνι τῶν]   <sup>5</sup> κ[α]τ[α]οίκων] ἐπιτέων εὐδοκῶσιν εἰ]ν τῆ] γ[ε]γονυῖα τῶ] Διονυσίου [δ]ιὰ τοῦ ἐπιπ[α]ρ[ε]τῶ]ν λογιτηρίου μετεπεπε[τ]ρ[α]φή] (ll. 4-6) συνευδοκῆ δὲ τῆ] π[α]ρ[α]χωρήσει τῶν προκειμένων ἀρουρών τ[ε]ρασ[ιδ]ου ὁ τοῦ Φίλωνος . . .   <sup>17</sup> ἀδελ[φ]ός Ἡρακλ[ε]ίδης τοῦ αὐ]τοῦ [π]α[ρ]α[ε]τός Λύκου (ll. 16-17)	The present holder	
					Brother	

7.	<i>BGU</i> VIII 1735 = <i>BGU</i> IV 1186	98 BCE, Hérak- leopolis	<i>Eudokésis</i>	Conveyance, Allotment Land	... καθ' ἣν ἀνομολόγημαι εὐδοκῆν τῆ  <sup>12</sup> γεγούαι σοι μετεπιγραφῆ ἀπὸ τοῦ κλήρου μου περὶ κτλ. (ll. 11-12)	The present holder	
8.	<i>BGU</i> VIII 1736 = <i>SB</i> IV 7422 + <i>P.Bingen</i> 48	78 BCE, Hérak- leopolis	<i>Eudokésis</i>	Conveyance, Allotment Land	... καθ' ἣν ἐξομολόγημαι εὐδοκῆν τῆ  γεγούαι  <sup>12</sup>  σοι μετεπιγραφῆ ἀπὸ τοῦ κλήρου μου περὶ κώμην - ca.20 -  <sup>13</sup>   . . . . . ἀρουρῶν ἔ ... (ll. 11-13)	The present holder	
9.	<i>BGU</i> VIII 1738 + <i>P.Bingen</i> 53	72 BCE, Hérak- leopolis	<i>Eudokésis</i>	Conveyance, Allotment Land	... καθ' ἣν ἀνομολόγημεθα εὐδοκῆν ὁ μὲν  <sup>18</sup> ἡμῶν Χαορήμο ιν τ οῦ ὑπάρχοντος αὐτοῦ περὶ . . . . .     <sup>19</sup> στάθμου τόποι ν . . . . . εὐδοκῆν τῆ  μετεπιγραφῆ ,   <sup>20</sup> τὸν δὲ ἔτερον συνευ δοκῆν  τῆ  παραχορήσει καὶ πέσιν ἂ  δηλοῦνται διὰ τῆς συγγραφῆ ς ... (ll. 17-21)	The present holder	
10.	<i>BGU</i> VIII 1739	72 BCE, Hérak- leopolis	<i>Eudokésis</i>	Conveyance, Allotment Land	... καθ' ἣν ἀνομολόγημεθα εὐδοκῆν τῆ  γεγούαι ίτα σοι μετεπιγραφῆ  ἐν τοῖς χρημα τισμοῖς ὧν παρ αχ ε χ ώ ρη κέ ν  σοι  ὁ πατήρ Τ ι μ α σι χ ώ της  ἀπὸ τοῦ κλήρου αὐτοῦ τοῦ ὄντος   περὶ κώμην ζ  . .  .  iv . . . ἀλουρῶν (l. ἀρουρῶν) δύο ... (ll. 10-12)	The present holder	
11.	<i>CPR</i> I 145 + <i>CPR</i> I 115	II-III CE, Arsinoi- tês or Hérakleo- politês	<i>Eudokésis</i>	Sale, <i>Psitos</i> <i>Topos</i>	-ca.?-   εὐδοκῆ  -ca.?-     <sup>10</sup>   -ca.?-  ησαν αὐτοπ  -ca.?-     <sup>11</sup>   -ca.?-   ἡμολοα α ε  -ca.?-       -ca.?-  iv  -ca.?-   (ll. 9-11)	Not clear	
12.	<i>CPR</i> I 185	II CE, Ar- sinoitês or Hérakleo- politês	<i>Eudokésis</i>	Sale, Land?	Σαραπὰς εὐδοκὸ πῆσαι τοῖς προγεγραμμένοις καὶ οὐκ ἐπελεύσεται ἐπ  <sup>4</sup> τὸν Ἀφροδείσιον περὶ οὐδενὸς ἀλλῶ ε  πρᾶγματος καθὼς πρόκειται (ll. 3-4)	Not clear, woman	
13.	<i>CPR</i> I 188	106-110 CE, Ar- sinoitês	<i>Eudokésis</i>	Sale, Allot- ment Land	-ca.?- - παραχοροῦσι  αι τ ο τὸ Μάρωνος θυγατέρες εὐ δοκῆ ιν τῆ δε τῆ  παραχορήσει καὶ πρὸς τὰ προκειμένα  <sup>2</sup>   -ca.?- - καὶ ἐνοχοῦσι  εἶναι  τοῖς   σοῖς ἐπιτεμῖοις καὶ  β λ ά β ε σι χ ω ρ ις τοῦ καὶ τὰ προγεγραμμένα μ έ νε ιν  κ ύ ρια (ll. 26-27)	Daughters	

14.	<i>CPR I 189</i>	II CE, Arsinotés	<i>Eudokésis</i>	Sale, Land	[-ca.?- Ζίσσιμος ὁ καὶ Ὠριγένης εὐδοκεῖν τῷ δηλοῦνμένῳ -ca.?- ] (I. 14)	Not clear, man	
15.	<i>CPR XV 2</i>	11 CE, Soknopaiou Nesos	<i>Epikleusis</i>	Sale, House and <i>Psilos Topos</i>	ἐπιπέλει γυνὴ ἰέρεια Σούχοιοι Τομοσίαι ἐμύθου Χαίτισημονος μητρὸς Ταμεσθαστύμιος ἢ τοῦτου γυνὴ λέγουσα   <sup>9</sup>  γράφειν  καὶ ποιεῖν κατὰ π[άντα τὰ] προγεγραμμένα οἷς  καὶ πέπεισμαι (II. 8-9)	Wife	<i>CPR XV 4.7; SB I 5231.9-10; SB I 5275.9-10.</i>
16.	<i>CPR XV 2</i>	11 CE, Soknopaiou Nesos	<i>Eudokésis</i>	Sale, House and <i>Psilos Topos</i>	εὐδοκεῖ ἢ τοῦ   <sup>12</sup> Χαίτισημονος γυνὴ   Τομοσίαις Χαίσιμιονος μητρὸς Ταμεσθαστύμιος  (II. 11-12)	Wife	<i>CPR XV 4.9; SB I 5231.17-18; SB I 5275.17-18.</i>
17.	<i>P.Adler G. 11</i>	98 BCE, Pathyris	<i>Epikleusis</i>	Sale, Dovecote	συνεπελεῖουσα (read συνεπελεουσις) τῆς τοῦτου μητρὸς Θεασίσιος Πεῖρσινης?  <sup>18</sup> μετὰ κυγίου Πανεβζώνιος (col. II, ll. 7-8)	Mother	
18.	<i>P.Brem. 68</i>	99 CE, Hermopolis	<i>Eudokésis</i>	Loan on Security	--  ατ  ca. 25 lett. - εὐδοκῶ (I. 14)	Borrower?	
19.	<i>P.Cair-Good-sp. 13</i>	341 CE, Hermopolis	<i>Eudokésis</i>	Sale, House and <i>Psilos Topos</i>	ἐντεῦθεν εὐδοκῶ τῇ ἐσομένῃ δημοσιώσσει (I. 15)	Vendor	
20.	<i>P.Dime III 18 = P.Ryl. II 160b</i>	37 CE, Soknopaiou Nesos	<i>Eudokésis</i>	Sale, House	(hand 2) Πανούρις Εργεῖς (read Ἐργέως) μητρὸς Τεσσονούφης ἀντὶ τῆς ἀντὶ τῆς (read ἀνδρός) εὐτωκῶ (read εὐδοκῶ) τὴν (read τῇ)   <sup>16</sup>  προκειμένην πῶσαι ὡς προεγγράτται (II. 5-6)	Husband	
21.	<i>P.Dura 23</i>	133 CE, Ossa (near Dura Europos)	<i>Eudokésis</i>	Loan on Security	Ἀθθαῖος Ἀκαρβάνου εὐδοκῶ(τ) τοῖς προγεγραμμένοις πάσι (I. 11)	Borrower	
22.	<i>P.Erl. 63</i>	III CE, Unknown Provenance	<i>Eudokésis</i>	Sale, Slaves, Security	κάγω δέ  <sup>3</sup>   ὁ -ca.?- συνευδοκῶ τῇ τῶν σομάτ ον ζ ἐκχωρήσει ἀντὶ τῆς   <sup>4</sup>   -ca.?- τῶν -ca.?- ἀργ(υρίου) (δραχμῶν) ἀπὸ δόσεως, ἐφ' ἧ μηδεμίαν ἐφοδο(v)  <sup>5</sup>   -ca.?- ποιήσονται (II. 2-5)	Not clear	

23.	<i>P.Fam.Tebh.</i> 11.1 = <i>CPJ</i> III 498d	108 or 109 CE, Arsinoitês	<i>Eudokêsis</i>	Loan on Security	Γ. . Διδύμη Ἡρακλίδου εὐδοκίῳ πάσι τ[οῖς] προκειμένοις (I. 24)	Wife	
24.	<i>P.Flor.</i> I 1 = <i>MChr</i> 243 = <i>Jur.Pap.</i> 68	153 CE, Hermopolis	<i>Eudokêsis</i>	Loan on Security	ἀποδώσω πληρωθείσης τῆς διετι <sup>14</sup> ας καὶ βεβαίωσσο καὶ εὐδοκῶ πάσι τοῖς προγρά(φείσιν) (fr. A, ll. 13-14).	Borrower	
25.	<i>P.Hamb.</i> III 218	29/30 CE, Oxyrhynch	<i>Eudokêsis</i>	Sale, House and Yard	ἡ δὲ γυνὴ Κρονία εὐδοκωαν (read εὐδοκωειν) καὶ μὴ ἐπελεύσεσθαι   <sup>13</sup>  μηδὲ ἐγκαλέσειν ὡς πρόκειται. ἐὰν δὲ ἐπέλθῃ . . . . .   ἀπρωτότοι ὡσαύτως τὰ ἴσα ἐπάτωμα (ll. 13-14)	Wife	
26.	<i>P.Kron.</i> 48	35 CE, Tebtynis	<i>Eudokêsis</i>	Sale, Land	εὐδοκωει δὲ ἡ μήτηρ Θάρης Ψουσεούτος ὡς (ἐτόν) μ οὐλλῃ   <sup>25</sup> γόνατι δε ξίῳ τῆ πράσσει καὶ μὴ ἐπελεύσεσθαι (ll. 24-25)	Mother	
27.	<i>P.Lond.</i> II 141	88 CE, Ptolemais Energetis	<i>Eudokêsis</i> ?	Sale, Allotment Land	Formula lost	Wife	
28.	<i>P.Lond.</i> II 154	68 CE, Karamis	<i>Eudokêsis</i>	Sale, Court	παρούσα δ' ἡ τοῦ Ἡρα(κλείδου) μήτηρ Ἰσίδωρα Διονυσίας (ἐτόν) μα κ . . . . . μετα( ) μ του Ἡρα(κλείδου) εὐδοκεί (l. 17) εὐδογι (read εὐδοκεί) τε ἡ μητερ (read μήτηρ)   <sup>26</sup> Ἰσι δόρα [Διονυσίας] μετά κυρίου ἐμαυτοῦ Ἡρακλείτου κα(θὼς) πρόξε(τται) (ll. 25-26)	Mother	
29.	<i>P.Lond.</i> II 229 = <i>ChLA</i> III 200 = <i>FIRA</i> III 132 = <i>CPL</i> 120 = <i>Jur.Pap.</i> 37	166 CE, Seleukia Pieria (Syria)	"Auctoritas"	Sale, Slave	id fide sua   <sup>11</sup> et auctoritate esse iussit C(aius) Iulius Antiochus, manil <sup>12</sup> ularius (triere) Uirtute (ll. 10-12)	Relation uncertain	
30.	<i>P.Lond.</i> II 262 = <i>MChr</i> 181	11 CE, Soknopaiou Nêsos	<i>Eudokêsis</i>	Sale, Land, House and <i>Psilos Topos</i>	Θεμισίας δ' ἐ εὐδοκωειν  τῆι πράσει καὶ μὴ ἐπελεύσεσθαι καθότι προγρά(φείσται) (l. 6)	Wife	



31.	<i>P.Lond.</i> II 277	23 CE, Soknopaiou Nesos	<i>Eudokēsis</i>	Loan Contract	Θασις τῆς Νεσ <sup>14</sup> θνήφης Περασίνη μετά κυρίου τοῦ προγε <sup>15</sup> γραμμένος ἑαυτῆς ἀνδρός Πανεφρύμις   <sup>16</sup> συνευδοκῶ{ι. } (read συνευδοκῶ) ἐπὶ πάσι τοῖς προκειμ <sup>17</sup> ῆ[τοῖς] καθὼς πρόκειται (II. 13-17)	Wife	
32.	<i>P.Lond.</i> III 1164f	212 CE, Antinoopolis	<i>Eudokēsis</i>	Sale, House	Δημητρία Τιθορίτινος μετά κυρίου Διοσκόρου Βηρσαίωνος ἐξῶδιασα τὴν προκ(εμ <sup>18</sup> εμένην) τιμὴν καὶ εὐδοκῶ καὶ πείθομαι πάσι τοῖς προκ(εμ <sup>19</sup> εμένους) (II. 1. 37)	Mother, Acting as Purchaser	
33.	<i>P.Lond.</i> III 1164j	212 CE, Antinoopolis	<i>Eudokēsis</i>	Sale, House	... καὶ εὐδοκῶ πάσι ὡς πρόκειται (I. 22)	Mother	
34.	<i>P.Lond.</i> III 1204 = <i>MChir</i> 152	113 BCE, Pathyris	<i>Epikleusis</i>	Sale, House	συνεπελεῦοντος Τοποῖτος τοῦ Πελαίου   <sup>18</sup> καὶ συνπωλουμένου τοῦ ἑαυτῶν πατρὸς κτλ. (II. 17-18)	Father	
35.	<i>P.Mich.</i> V 241	46 CE, Tebtynis	<i>Eudokēsis</i>	Sale, House	εὐδοκ <sup>19</sup> εὶ δὲ καὶ ἡ τοῦ Πατείνιος γυνῆ{ι}   Τεναὺς Ὀρσεῦτος μητρο(ς) Αἰράσιος ὡς (έτων) κδ οὐλή θινὴ μέση   τῆν προκειμένην πράσει, καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἄπαντα χρόνον (10-12)	Wife	
36.	<i>P.Mich.</i> V 250	18 CE, Tebtynis ?	<i>Eudokēsis</i>	Sale, <i>Psilos Topos</i>	[Τα]γόρεις δὲ ἡ προγεγραμμένη τοῦ Χαίρει(σ)τος γυνὴ εὐδοκῶ τῆν πράσει καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἄπαντα χρόνον, καὶ τὰ ἄλλα ποιήσομεν κα[θ]ὼς ἐπὶ πρόκειται (II. 6-7)	Wife	
37.	<i>P.Mich.</i> V 252	25/6 CE, Tebtynis	<i>Eudokēsis</i>	Sale, Allotment Land	εὐδοκῶ δὲ ἡ τοῦ Ἀπολλωνίου γυνὴ Ταπάεις ἡ καὶ Ταππῆνος Περεῦτος καὶ ἡ τοῦ Διδύμου γυνὴ Ταορσεὺς Μιῆτος μετά κυρίου ἑκατέρως τοῦ ἀνδρός καὶ μὴ ἐπελεύσεσθαι (II. 7-8)	Wives	<i>PSI</i> VIII 905
38.	<i>P.Mich.</i> V 254	29/30 CE, Tebtynis	<i>Eudokēsis</i>	Sale, Land	εὐδοκῶ ἡ συνουσά μοι κατὰ νόμους γυνῆ   <sup>18</sup> Θερμούθης Αἰλίμου τῆν πράσει ταύτη καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἄπαντα χρόνον μηδὲ ἐγκαλέσειν (read ἐγκ <sup>19</sup> ε-) μηδὲ ἄλλον τινὰ υπἔξ αὐτῆς καθότι πρόκειται (II. 7-8)	Wife	<i>P.Mich.</i> V 255

39.	<i>P.Mich.</i> V 258	32-34 CE, Tebnyinis?	<i>Eudokēsis</i>	Sale, Vine-yard	εὐδοκία (read εὐδοκεῖ) δὲ καὶ ἡ γυνὴ μου Τεγεθὺς Χαορήμονος μετὰ ἰ <sup>4</sup> κυρίου ἐμοῦ τοῦ ἀνδρός τῆ πρόσει ταύτῃ καὶ μὴ ἐπελεύσεσθαι ἵεπι τὸν ἄπαντ[τα] χρόνον μηδ' ἐγκαλέσειν (read ἐγκ- ) μηδὲ ἄλλον ὑπὲρ ἰ <sup>4</sup> αὐτῆς καὶ ἰ <sup>4</sup> θὺς [τη]όκείταα (ll. 14-16)	Wife	<i>P.Mich.</i> V 270; <i>P.Mich.</i> V 271 (partial); <i>PSI</i> VIII 907 (complete)
40.	<i>P.Mich.</i> V 269	42 CE, Tebnyinis?	<i>Eudokēsis</i>	Sale, House and Yard	καὶ εὐδοκία (read εὐδοκεῖ) μου ἡ γυνὴ Ταμαρῆς Αὐνήρουσ τῆ πρόσει ταύτῃ καὶ μὴ ἐπελεύσεσθαα ἐπὶ τὸν ἄπαντα χρόνον μηδὲ ἐγκαλέσειν (read ἐγκ-) μηδὲ ἄλλον ὑπὲρ αὐτῆς καθὼς πρόκειται (10-11)	Wife	
41.	<i>P.Mich.</i> V 274	46/7 or 47/8 CE, Arsinoitēs	<i>Eudokēsis</i>	Sale, Vine-yard	The Clause is omitted	Wife and Mother	
42.	<i>P.Mich.</i> V 277	48 CE, Arsinoitēs	<i>Eudokēsis</i>	Sale, House	εὐδοκεῖ δὲ ἡ γυνή(τ) μου Ταμαρῆς Ὀροεῦτος μητρος Τααρμύσιος τῆ πρόσει ταύτῃ καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἄπαντα χρόνον μηδ' ἐγκαλέσειν. (read ἐγκ-) μηδὲ ἄλλον ὑπὲρ αὐτῆς καθὼς πρόκειται (ll. 6-7)	Wife	
43.	<i>P.Mich.</i> V 280	I CE, Tebnyinis?	<i>Eudokēsis</i>	Sale, <i>Psilos Topos</i>	εὐδοκεῖ δὲ ἡ μήτηρ μου Θαυβάστις Ακουσιλάου μητρος Παώτος τῆ π[ρά]σι-ει ταύτῃ καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἄπαντα χρόνον μηδ' ἐγκαλέσειν (read ἐγκ-) μηδὲ ἄλλον ὑπὲρ αὐτῆς καθὼς πρόκειται (ll. 6-7)	Mother	

44.	<i>P.Mich. V</i> 283	ICE, Ar- sinoités	<i>Eudokésis</i>	Sale, <i>Psilos</i> <i>Topos</i>	<p>Ἄρσις καὶ Θεναπολλῶς αἱ δύο Σεπόνικοις προσφιβυτέου (read προσφιβυτέου) μετὰ κυρίου αὐτῶν ἐμοῦ τοῦ ἐπιφύτων προαγγενοῦς Πελώεικος τοῦ Πατίνεως<sup>14</sup> ὁμολογοῦμεν εὐδοκεῖν ἢ πεποιήναι ὑ (read οἱ) ἢ τοῦ τετελευτηκότος (read τετελευτηκότος) ἡμῶν πατρὸς ἢ Σεπόνικοις ἀδελφοί τῆ Ἐστιάς πῶσιν ψιλῶν τόπων (read τόπων) καὶ μὴ ἐπελεύσεσθαι ἡμᾶς ἢ μηδ' ἐγκαλέσειν μηδὲ ἄλλων (read ἄλλων) ὑπέθ ἡμῶν ἢ μηδὲ περὶ τούτων μηδὲ περὶ τοῦ ἐπι<sup>10</sup>βάλλοντες (read ἐπιβάλλοντος) ἡμῶν (read ἡμῶν) μέρους τῶν ἐκ τοῦ<sup>11</sup> πρὸς ἀπλιότου μέρους ψιλῶν τόπων (read τόπων) ἢ ἐν Κερκεσούχοις Ὄρους ὁ καὶ ἀεὶ κήπευ<sup>12</sup> κεν ἢ Ἐστία καὶ μὴ ἐπελεύσεσθαι ἡμᾶς ἢ<sup>14</sup> περὶ τούτων μηδ' ἐγκαλέσειν (read ἐγγ- ) καθὼς προκκεῖ<sup>15</sup> ται. Πελώεις γέγραφα ὑπέθ αὐτῶν μὴ εἰδῶ<sup>16</sup> τῶν (read εἰδῶτων) γράμματα καὶ ἐπιγγέρισμε (read ἐπιγγεγραμμαι) αὐτῶν<sup>17</sup> κῆρικοις, κατὰ μηθὲν δὲ τοῦ Σίωτου ἐλαττωμένου ὑπέθ ὧν ὀφείλω αὐτοὶ καθ' ὅ<sup>18</sup> ὁμολο<sup>18</sup> γιων (read ὁμολογίας) ἀσφαλτικῶν καθὼς πρόκειται. Verso: εὐδοκ(η)σις Ἐστιάς.</p>	Nieces	
45.	<i>P.Mich. V</i> 293	Early I CE, Ar- sinoités	<i>Epikleusis</i>	Sale, House	<p>Ἀρμισις δὲ ὁ προγγ<sup>6</sup> ἱραμμένως ἢ Τασωούχοις ἀνῆρ ἐπικελεύω(τ) τῆ προκειμένη προαει(ν) καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσειν καὶ τὰ ἄλλα ποιεῖσθαι ἢ καθὼς πρόκειται (ll. 5-7)</p>	Husband	
46.	<i>P.Mich. V</i> 294	ICE, Tebynis?	<i>Eudokésis</i>	Sale, House and Yard	<p>εὐδοκεῖ δὲ ἡ μήτηρ μου Θεναφήμις Ὀρσεῖ<sup>10</sup> ἴτρος -ca.?- (ll. 9-10)</p>	Mother	
47.	<i>P.Mich. V</i> 297	ICE, Tebynis?	<i>Eudokésis</i>	Sale, <i>Psilos</i> <i>Topos</i>	<p>εὐδοκεῖ δὲ ἡ γυνὴ μου Τεφερώς Τεφερώτος μητρος Τασωμύσικος τῆ προαει(ν) ταύτη(ν) καὶ [μη] ἐπε<sup>11</sup> λέυσεσθαι ἐπὶ τὸν ἅπασιν χρόνον μηδ' ἐγκαλέσειν (read ἐγγε-) μηδὲ ἄλλων ὑπέθ αὐτῆς καθὼς πρόκειται (ll. 8-9)</p>	Wife	

48.	<i>P.Mitch.</i> V 299	I CE, Tebtynis?	<i>Eudokésis</i>	Sale, House and Yard	εὐδοκοῦσι δὲ ἡ τοῦ Ἀρμύσσοις <sup>10</sup> γυναῖκα, τοῦ δὲ Μιεύτος μῆτηρ. Στροβουήτης Ὀρσονούφιλος μητρὸς Θεομούθκοις καὶ ἡ τοῦ Μιεύτος γυναῖκα <sup>11</sup> Ἰαριμύσις <sup>10</sup> Φαναξιμίουτος μητρὸς Τεινάρτος μετὰ κυρίου τοῦ [-ca.50-] <sup>11</sup> τ. Ι. . . . οἰς τῆ πρόσει τιαύ[τη] καὶ μη ἐπέ[λεύσεσθαι] [-ca.35-] (ll. 8-11)	Wife and Mother	
49.	<i>P.Mitch.</i> V 300	I CE, Tebtynis?	<i>Eudokésis</i>	Sale, House and Yard	εὐδοκοῦσι οἱ υἱοὶ μου <sup>10</sup> Ἀρμύσις καὶ Θαιήρις καὶ Θενπασῶς οἱ τοῖς Φασότος, μετὰ κυρίου τῆς μὲν Θαιήσις τοῦ προγεγραμμένου Ἀρμύσιος καὶ τῆς Θενφασώτος τοῦ ἐαυτῆς ἀνδρός Ἀψήμκοις τοῦ Ψονανέτος <sup>12</sup> καὶ ἡ τοῦ τετελευτηκότος μου ὑ[τέ]ρο <sup>13</sup> Φασότος γυνὴ Θαιβιάσις . . . ὄπιος μετὰ κυρίου <sup>13</sup> τοῦ ἐαυτῆς υἱοῦ Ὀρσονοῦφικοις τοῦ Φασότος, καὶ μη ἐπελεύσεσθαι ἐπὶ τὸν ἅπαντα χρόνον <sup>14</sup> μηδ' ἐνκαλέσειν μηδὲ ἄλλον ὑπὲρ αὐτῶν ἐπὶ τὸν ἅπαντα χρόνον (ll. 9-14)	Children	
50.	<i>P.Mitch.</i> V 301/2	I CE, Tebtynis	<i>Eudokésis</i>	Sale, <i>Psilos</i> <i>Tapos</i>	Ταπνεοιούσις (read Ταπνεβρῦσις) δὲ ἡ προγεγραμμένη τοῦ Μηρούς (read Μηρούτος) γυνὴ εὐδοκῶ τῆ προαμένη προαει <sup>1</sup> καὶ μη ἐπελεύσεσθαι (read ἐπελεύσεσθαι) μηδ' ἐπὶ ἄλλον ὑπὲρ ἐμοῦ ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐνκαλέσειν (read ἐγκ-) καὶ τὰ ἄλλα ποιήσομεν καὶ συνχοροῦμεν καθότι πρόκειται (ll. 8-9)	Wife	

51.	<i>P.Mich. V</i> 305	ICE, Tebynnis?	<i>Eudokésis</i>	Sale, <i>Psilos</i> <i>Topos</i>	<p>εὐδοκοῦσι δὲ αἱ γυναῖκες ἡμῶν, ἔμου μὲν τοῦ Εὐτύχου προεβντέρου Τεσενούφης Ἀρμυῖσιος μητρὸς Θεομήτιος καὶ τοῦ Εὐτύχου τρίτου Ταμάρων Ἀριούτου μητρὸς Θεασώτος καὶ τοῦ Σιαγαλίητος Ἡσαζλοῦς Αὐνήρου μητρὸς<sup>17</sup> Τασουχέιου καὶ τοῦ Σιασίτου οἰκοδόμου Θεομήτιος Σιγήφειος (read Σιγήφειος) μητρὸς Ταορσεῦτος τῆ προάσει ταύτη καὶ μὴ ἐπελεύσονται (read ἐπελεύσεσθαι) ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσιν (read ἔγκ-) μηδὲ ἄλλον ὑπέχ αὐτῶν<sup>18</sup> καθὼς πρόκειται, μενόντων (read μενούσης) δὲ τῶι Χράτη καὶ Ἡσαζλήου (read Ἡσαζλήει) ὧν (read ἦς) ἔχουσιν ἡμῶν καὶ τοῦ ἐτέρου ἡμῶν ἀδέλφου Εὐτύχου δευτέρου ὃς τετελεύτη-κεν ἐτέρας βεβαίωσεως ὧν προπεπράκαμεν αὐτοῖς<sup>19</sup> ἐτι πάλα ἐτέρον τόπον καὶ οἰκίας κυρίων (read κυρίας) καθὼς προ-ό-κε-νται (ll. 15-18)</p>	Wives
52.	<i>P.Mich. V</i> 306	ICE, Tebynnis?	<i>Eudokésis</i>	Sale, Country Yard	<p>εὐδοκοῦσι δὲ<sup>14</sup> ἡ γυνὴ μου Ταορμυδι(ο)ς Ἀρμυῖσιος καὶ Ὀρσενούφης τοῦ Ὀρσενούφιος καὶ ἡ τοῖς<sup>15</sup> Ὀρσενούφιος γυνή(ς) Θεομυθί(ο)ς Μέρσιος τῆ προάσει ταύτη καὶ μὴ ἐπελεύσονται (read ἐπελεύσεσθαι) ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσειν μηδὲ ἄλλον ὑπέχ<sup>17</sup> αὐτῶν καθὼς προ-κε-νται (ll. 13-17)</p>	Wives
53.	<i>P.Mich. V</i> 307	ICE, Tebynnis?	<i>Eudokésis</i>	Sale, House	<p>εὐδοκεῖ δὲ ἡ γυνὴ μου Τετοσίσις Ψοίφειος (read Ψύφειος) μητρὸς Θεοβίατεος τῆ προσει ταύτη καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσειν μηδὲ ἄλλον ὑπέχ αὐτῆς καθὼς προ-κε-νται (ll. 8-9)</p>	Wife  <i>PSI VII 914.</i>
54.	<i>P.Mich. V</i> 308	ICE, Tebynnis?	<i>Eudokésis</i>	Sale, <i>Psilos</i> <i>Topos</i>	<p>Ἡσαῖς Ὀρσενούφιος μητρὸς Ἀρετῆς ἡ τοῦ Μέρσιος γυνὴ εὐδοκεῖ<sup>17</sup> τῆ προσει ταύτη καὶ μὴ ἐπελεύσεται ἐπὶ τὸν ἅπαντα χρόνον μηδ' ἐγκαλέσειν μηδὲ ἄλλον ὑπέχ αὐτῆς ἐπὶ τὸν ἅπαντα χρόνον καθὼς προ-κε-νται (ll. 6-7)</p>	Wife

55.	<i>P. Mich.</i> V 332	47/8 CE, Tebtynis	<i>Eudokēsis</i>	Sale, House	εὐδοκ-ει δὲ ἡ γυνὴ μου Τασημάσις Πατάνεως μετὰ κυρίου ἐμοῦ τῆ ὀμολογία ταύτη καὶ μὴ ἐπελεύσεσθαι μηδ' ἐν <sup>17</sup> καλέσειν   μηδ' ἄλλον ὑπὲρ αὐτῆς καθὼς πρόκειται (ll. 16-17)	Wife	<i>PSI</i> VIII 910
56.	<i>P. Narm.</i> 2006 6	107/8 AD (?), Theadelphia or Narmouthis	<i>Eudokēsis</i>	Sale, Land	ἡ δὲ γυνὴ Τ. αορσεὺς εὐδοκεῖν τῆδε τῆ παραχώρη <sup>16</sup> σει καὶ μὴ ἐπελεύσεσθαι μηδ' ἐγκαλέσειν μηδ' ἄλλον ὑπὲρ αὐτῆς καθὼς πρόκειται (ll. 9-10)	Wife	
57.	<i>P. Oxy.</i> I 94 = <i>MChr</i> 344 = <i>PLond.</i> III 763 descr.	83 CE, Oxyrhynchos	<i>Eudokēsis</i>	<i>Mandatum</i>	εὐδοκεῖν γὰρ αὐτὸν ἐπὶ τοῖ <sup>16</sup> τοῖς ἐφ' ᾧ τὴν δοθησομένην (hand 2) αὐτῷ τούτων   <sup>17</sup> (hand 1) ἡ τοῦ ἀπ' αὐτὸν παθήσομένου τιμὴν ἀποκατα <sup>18</sup> σεισιν (l. ἀποκαταστήσειν) τῷ Ἀντωνίῳ Προλεμαίῳ, τῆς πίστewος   <sup>19</sup> περὶ αὐτὸν Διονύσι ον οὐσης (ll. 15-19)	Appointee?	
58.	<i>P. Oxy.</i> III 504	Early II CE, Oxyrhynchos	<i>Eudokēsis</i>	Sale, Allotment Land	Συνευδοκ(ε)ῖ δὲ   <sup>33</sup> πάσι τοῖς προγεγραμμένοις ἡ [τῆς Ἀφορ] <sup>34</sup> διούτος τῆς καὶ Δημαροῦτος λοημαινομένη/ θέσει μήτηρ Θεαιούς ἡ καὶ Θαήσις Ἡρακλεί <sup>35</sup> δου τοῦ Ὀλύμπου μητρός Ἡρακλείας ἀπὸ τῆς μη τι ροπώλειος τοῦ Ἡρακλίσοπολι <sup>36</sup> του μετὰ κυρ(ε)λου ἀν <sup>37</sup> δρός τῆς δὲ Ἀφροδιτοῦς τῆς καὶ Δημαροῦτος πατρὸς Ἐπικράτους τοῦ   <sup>38</sup> καὶ Ἀπίωνος ὀμομη τι ρίου εἰδελφοῦ Ἡρακλείδου   Ἐπιγράφους ἡ καὶ [ἐπὶ]   <sup>39</sup> τούτοις συνεχώρησεν (ll. 32-39)	Adoptive Mother	
59.	<i>P. Oxy.</i> XLIX 3482	73 BCE, Oxyrhynchos	<i>Eudokēsis</i>	Sale, Land	συνευδοκεῖ δὲ πάσι τοῖς   κατὰ τὴν συγγραφὴν τῆς ὀμολογίας ἡ Θεῖωνος γυνὴ Διονυσία Ἀμμωνίου μετὰ κυρίου Θεῖωνος τοῦ αὐτοῦ (ll. 26-27)	Wife	
60.	<i>P. Petr.</i> III 133	III BCE, Arsinoitēs	<i>Epikeleusis</i>	<i>Syngraphē Trophitis</i>	[τροφίτιδος ἧς συνεχώρησεν Ἀγγειτῆ]   <sup>2</sup> [γυν]αικαὶ αὐτοῦ ἐφ' ἧς ἐπελεύεουσιν   <sup>3</sup> [Πετ]ροῦσις ὁ πάτηρ αὐτοῦ καὶ Σοφίης ἡ μήτηρ   Traces 4 lines	Father and Mother	

61.	<i>P.Stras.</i> II 84	114 BCE, Pathyris	<i>Epiketeusis</i>	Sale, Land	<p>ἀπέδοτο Ταξιμήτης Πατρούτος Περισνήν ὡς (ἔτών) ν μῆσι μέλιχρως πλάτυπρόσωπος εὐθύριον καὶ Σιεπμοῦς Τοτοέους Περισνήν ὡς (ἔτών) κε μέση μέλιχρως μακροσπιδ(όσωπος)   εὐθύριον, μετά κυρίου του τῆς Ταξιμήτους ἀνδρός, Σιεπμοῦτος πατῆρ (read πατρὸς) Τοτοήτος   του Πελαίου, συνεπελελεύοντος Πανοβχόνιους καὶ Ταελοοῦτος τὸν Τοτοέους  <sup>20</sup> τὴν ὑπάρχουσαν αὐταῖς ἐκάστη μερίδα γῆς ἡπ(είρου) σιτοφόρου σφραγιδῶν τριῶν ἐν Παθβ(σει),  <sup>21</sup> μιάς μὲν γείτονες κτλ. (ll. 16-21)</p>	Father and husband
62.	<i>P.Stras.</i> VI 583	115/6 CE, Arsinoitēs	<i>Eudokēsis</i>	Sale, Palm Grove	[- ca.15 -]ας εὐδοκε[ι] τῆρε τῆ πρᾶσει (l. 22)	Wife?
63.	<i>P.Tebt.</i> I 201	90 BCE, Arsinoitēs	<i>Epiketeusis</i>	Not indicated in the edition	<sup>9</sup> ἔτους κε. Ἀθὺρ θ. πέπτω ζεν -ca.?.     <sup>10</sup> ἐπιπελεεύει ὁ τούτου π.   -ca.?.   (ll. 9-10)	Father (?)
64.	<i>P.Tebt.</i> II 383	46 CE, Tebtynis	<i>Eudokēsis</i>	Sale, <i>Pastophorion</i> and <i>Psilos Topos</i>	<p>[εὐδοκεῖ δὲ ἡ]  <sup>43</sup> Μαρεψήμις γυνὴ Θομισαῖς Μαρεψήμις ὡς ἔτων τριάξιντα οὐλη... δε  <sup>44</sup> εὐθὺ μετά κυρίου αὐτοῦ Μαρεψήμιος τῆ διερέσ-ει τᾶυτη καὶ [μη] ἐγγαλεῖν  <sup>45</sup> μηδ' ἐνκαλιέ σ-ει-ιν μηδὲ ἄλλον ὑπέρ αὐτῆς (ll. 42-45)</p>	Wife
65.	<i>PSI</i> VIII 909	44 CE, Tebtynis	<i>Eudokēsis</i>	Sale, House	<p>εὐδοκούσει, δὲ αἱ γυναῖκες ἡμῶν, τοῦ, μὲν  <sup>8</sup>  Κωνώμφεως Τασώβης Πατόνεως μητροῖς          Ταμοῦθεως  καὶ  οἱ τοῦ αὐτοῦ Κωνώμφεως ὑ(ε)ιοὶ          Πεπεσούχος κ(αὶ) Λαβδάς καὶ αἱ τούτων γυναῖκες,          του μὲν Πεπεσούχου Ταπεταίσις Πεταίεως μητροῦ          Ἐριεύτος  <sup>9</sup>  του δὲ Λαβδά Τσεναπόμηξ Ἡρακλήου          μῆτρος Τααμύσσιος], κ(αὶ) ἡ τοῦ Πανάτος γυνὴ          Ταπετωούβης Ἀρμύτις μητροῦ Τεφερώτος, κ(αὶ)          ἡ τοῦ Παποντώτος γυνὴ Θεναραχρῆος Τροπανηοῦς          μητροῦ Ταβρεοῦσεως,  <sup>10</sup>  καὶ ἡ τοῦ Θωθούθμιος          μητῆρ Σουήρις Ἀρμύσις μητροῦ Τα ορσίετος          τῆ πρᾶσει τᾶτη(ς), κ(αὶ) μὴ ἐπελεύσονται ἐπὶ τὸν          ἅπαντα χρόνον μητ' ἐνκαλέσ-ει-ιν μηδὲ ἄλλον ὑπέρ          αὐτῶν καθὼς πρόκειται (ll. 7-10)</p>	Wives, children

66.	PSI VIII 915	I CE, Arsinoïtês	<i>Eudokêsis</i>	Sale, Room	εὐδοκῶν δὲ ἡ γυνή μου Θαισίως <sup>110</sup> [τοῦ δεῖνα καὶ οὐκ] ὅς ἦμιον Πακῆβις καὶ αἰτίων τετελευτηκότων μου υἱόν Χαιφμανίς καὶ <sup>111</sup> [Ὀνώφοριος γυνάξεις], τοῦ μὲν Χαιφμανίς Θαισίς Καλαγυῆτις καὶ ἡ τοῦ Ὀνώφορις Τασσεύς Π. ατνίσιος. <sup>112</sup> [τῆ] πράξει ταύτη καὶ  μὴ ἐπέλευσονται (read ἐπελεύσεσθαι) ἐπὶ τὸν ἅπαντα χρόνον μηδὲ ἐγκαλέσειν μηδὲ ἄλλον ὑπέδ αὐ] <sup>113</sup> τὸν καθὼς πρόκειται  (ll. 9-13)	Wife	
67.	PSI VIII 918	38/9 CE, Tebrynīs	<i>Eudokêsis</i>	Sale, Vineyard	εὐδοκῶι δαὶ (read δὲ) μήτηρ μου Ἡρακλέα Ἡρακλήου μετὰ κυρίου ἐμοῦ τῆ πράξει ταύτη καὶ μὴ ἐπελεύσεσθαι ἐπὶ τὸν ἅπαντα χρόνον μηδὲ ἐγκαλέσειν μηδὲ ἄλλον ὑπέδ αὐτῆς. κατὰ μηθεὶ . . .   τὰδ' αὐτοῦ Ἡρακλείδου ἐλαττουμένου ὑπέδ ἡς πεποίημαι εἰς αὐτὸν πράξεως τοῦ ἀμπελώνος ἀναδενδροαδικού ἀρουρῶν <sup>114</sup> τριακονταετνεῖα καθὼς πρόκειται (ll. 7-8)	Mother	
68.	PSI XII 1228	188 CE, Oxy-rhynchitês	<i>Eudokêsis</i>	Sale, Slave	προσφωνεὶ ὁ Ἀμμώνιος  εὐδοκῶιν τῆ δι' αὐτοῦ γενομένη εἰς τὸν Ἐμοκλέα ὄνη  συνηκολούθησαν τῆ οικονομίᾳ (ll. 25-26)	Agent	
69.	SB I 4370	229 CE, Hérakleopolitês	<i>Eudokêsis</i>	Loan	ἐξῆν[αι] <sup>115</sup> τῷ Σαρσάπῳ ἐμβλαδέυσαντι χρυσεῖν καὶ κυρέειν καὶ δεσπόζειν <sup>116</sup> καὶ ἐξ[ουσίαν ἔχειν] πάσαν οἰκονομ[ί]αν κ[ατ'] αὐτῶν ἐπιτελεῖν <sup>117</sup> ἀνεμποδίτοισι  οὐ προσδεομένου τῆς Αὐτοῦ ἰαίας Θαισίως παρο[ύ]σας, ἢ καὶ εὐδ[οκ]εῖ τῆ προγεγραμμένη ἰταύτη τ[ῆ] ὑπερῶν κ[αὶ] βε[βα]σ[ι]σ[τ]ῶν <sup>118</sup> . . .   πάντα τὸν ἐπι ελ[ε]υσόμενον ἢ ἐμψυχομένον <sup>119</sup> αὐτῆ . . .   ἀποστήσειν. ἂ καὶ . . .   . . .   . . .   . . .   . . .   . . .   ἠ[ρ]άμ[μ]αι (ll. 32-38).	Borrower	
70.	SB XIV 11404 = P.Ashm. I 3	116/5 BCE, Hauêris	<i>Epikleusis</i>	Cession of Rights to an Embalmer's Endowment	ἐπακλεῦει ἡ γυ(νη) Θασίως (recto l. 2)	Wife	



71.	SB XX 14476C = P.Trophitis 6C	159 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει ἡ μη(τήρ) ὡς πρεσβύτατος υἱὸς   <sup>28</sup> Ταγομήβης Πίρου   <sup>29</sup> μη(τρὸς) Σενύριος   <sup>30</sup> ὡς (ἑτὸν) μεμ(ση) μελίχρ(ως)   <sup>31</sup> στρουγγυ(λο)πρόσω(πος) (ll. 27-31)	Mother
72.	SB XX 14476D = P.Trophitis 6D	159 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει ἡ μη(τήρ)   <sup>45</sup> ὡς πρεσβύτατος υἱὸς   <sup>46</sup> Τ. ε. . . .   <sup>47</sup> ὡς (ἑτὸν) μεμ(ση) μελίχρ(ως)   <sup>48</sup> . . . . πρόσω(πος) καὶ οὐ(λῆ)  μ(ε)τό(σπ) (ll. 44-48)	Mother
73.	SB XX 14477A = P.Trophitis 7A	159 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει ὁ πα(τήρ) . . .   -ca.?-   <sup>6</sup> ὦ. σ.  πρεσβύ(τατος) υἱὸς   <sup>7</sup> Ἀγυώθης Ἄπιος   <sup>8</sup> μη(τρὸς) Θαρίσος   <sup>9</sup> ὡς (ἑτὸν) γε μέ(σος)   <sup>10</sup> μελίχρ(ως) στρουγγυλοπρόσ(ωπος) (ll. 5-10)	Father
74.	SB XX 14477C = P.Trophitis 7C	159 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει ὁ πα(τήρ) Κοοί(τις) -ca.?-   <sup>30</sup> Π(ε)ρεσ  ο(ύγου)   -ca.?-   <sup>31</sup> ὡς (ἑτὸν(?)) ξ  . . . .  ι(ος)   <sup>32</sup> . . . .   -ca.?-   (ll. 29-32)	Father
75.	SB XX 14478 = P.Trophitis 8	159 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει   <sup>32</sup> ὁ πα(τήρ) Προλεμάτιος   <sup>33</sup> Σεύθου (ἑβδομηκον)άρου(τος)   ---   <sup>34</sup> ὡς (ἑτὸν) ξ εὐμε(γέθης)   <sup>35</sup> μελίχρ(ως) (ll. 31-35)	Father
76.	SB XX 14480 = P.Trophitis 10	158 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis or Sale	ἐπικελεύει   <sup>7</sup> . . .   <sup>8</sup>   . . .   <sup>9</sup>   . . .   <sup>10</sup> ὡς (ἑτὸν)   <sup>11</sup> μ \μ/ μέσ( )   <sup>11</sup> μακροπρόσω(πος)   <sup>12</sup> ὡς πρεσβύ(τατος) υἱὸς (ll. 6-12)	Not clear
77.	SB XX 14482 = P.Trophitis 12'	158 BCE, Arsinoitês	Epikleusis	Sale, House	ἐπικελεύει ὁ πα(τήρ) \ . . . / ὡς πρεσβύτατος υἱὸς   <sup>13</sup> Κονούφιος Πνεφεύ(τος)   <sup>14</sup> μη(τρὸς) Κολώθιτος τῆς καί   <sup>15</sup> Τνεφευώ(τος) ὡς (ἑτὸν)   . . .   <sup>16</sup> μέσος μελίχρ(ως) (ll. 52-56)	Step-Brother
78.	SB XX 14483 = P.Trophitis 13	158 BCE, Arsinoitês	Epikleusis	Syngraphê Trophitis	ἐπικελεύει ὁ πα(τήρ) ὡς πρεσβύ(τατος) υἱὸς   <sup>19</sup> κατέ  Πτενοφθίμης   <sup>20</sup> Ἀομάιος μη(τρὸς) Σαμώτος   <sup>21</sup> ὡς (ἑτὸν) με μέ(σος) μελίχρ(ως) μα(κρο)   <sup>22</sup> πρόσω(πος) ἀνάφ[ά(λαντος)] (ll. 18-22)	Father

79.	SB XX 14487 = <i>P.Trophitis</i> 17	158 BCE, Arsinoïtês	<i>Epikleustis</i>	<i>Syngraphê Trophitis</i> ?	ώς (έτων) με [εὐ]με(γέθης) μελίχρ(ως) \μι.ρσ/ μα(ζ)ροσφ(όσιπος)   σύνοφρως ευθ(ή(ων))   καῑ δῑ — ον ὑπέχοντος   <sup>5</sup> ως̄ προσβ(ύ(τατος) υἱός (II. 1-5)	Father (?)	
80.	SB XX 14997 = <i>P.Erl. 59</i>	70 or 41 BCE, Oxyrhyn- chos ?	<i>Eudokêsis</i>	Conveyance, Allotment Land	συν[ευδοκ]ε̄ι δ̄ε̄ τ̄η[δε̄ τ̄η]   <sup>13</sup> [παρα]χορήσει ή Διοδόρο[ν μήτηρ Δι]ονυσ[ α Φιλοστρά]του δ̄ε̄ θε[ ταμθ] -ca.2-   <sup>14</sup>  - ca.10 - εις̄ ἀθέτηριν   καῑ ἀκούρωσιν [καθ'̄ ἀπ]άντα τρόπον [λίσθη]σᾱ ἦν̄ ἐθε[ το -ca.2-   <sup>15</sup>  - ca.23 -  αὐτ̄η̄ γνωστευθεῖσαν̄ ἐπ'̄ ἀρούραϊς τρισὶν̄ ἐξ̄   -ca.2-   <sup>16</sup>  - ca.21 - π[ αρα]σχ̄ε̄ν̄ κυρίως καθότῑ πρός̄ ἀλλήλους̄ συν[ε]λ̄ήθησαν̄   (II. 12-16)	Mother	
81.	SB XXIV 16153 = <i>P.Hawara</i> <i>dem.12</i>	100 BCE, Hauêris	<i>Epikleustis</i>	<i>Syngraphê Trophitis</i>	ἐπικλεῦ(εἰ) ὁ πατήρ Κολούλης (I. 1)	Father	
82.	SB XXIV 16154 = <i>P.Hawara</i> <i>dem. 13</i>	99 BCE, Hauêris	<i>Epikleustis</i>	Cancellation of a <i>Syngraphê Trophitis</i>	ἐπικλεῦ(εἰ) ὁ πατήρ αὐτ̄ης Σοκνώπης (I. 3)	Father	
83.	SB XXIV 16156 = <i>P.Hawara</i> <i>dem. 15</i>	93 BCE, Hauêris	<i>Epikleustis</i>	<i>Syngraphê Trophitis</i>	ἐπικλεῦ(εἰ) [ὁ] πα(τήρ) Νεασούμης (I. 1)	Father	
84.	SB XXIV 16157' = <i>P.Hawara</i> <i>dem. 16α'</i>	92 BCE, Hauêris	<i>Epikleustis</i>	Division <i>Meriteta</i>	ἐπικλεῖ(ύουσαν) οἱ ἀδελ(φοί) Ἀρμάϊς καῑ Ψύλλος (I. 3)	Sons	
85.	SB XXIV 16157' = <i>P.Hawara</i> <i>dem. 16α'</i>	92 BCE, Hauêris	<i>Epikleustis</i>	Division <i>Meriteta</i>	ἐ[ πι]κλεῦ(εἰ) ὁ προσβ(ύ(τερος) υἱός Ἀρμάϊς Ἀρμάϊος μη(τρὸς) Ταμαρρής (read Ταμαρρῆιους) (I. 7)	Son	

86.	SB XXIV 16159 <sup>v</sup> = <i>P.Hawara</i> <i>dem.</i> . 17α <sup>v</sup>	92 BCE, Hauēris	<i>Epiketeusis</i>	Division <i>Me-riteta</i>	ἐπιτελεύ(ουσι) οἱ ἀδελ(φοί) Ἀρμαί(ο)ς καὶ Πεπεσούχος (l. 3)	Sons	
87.	SB XXIV 16159 <sup>v</sup> = <i>P.Hawara</i> <i>dem.</i> . 17α <sup>v</sup>	92 BCE, Hauēris	<i>Epiketeusis</i>	Division <i>Me-riteta</i>	ὁ υἱὸς ἐπιτελεύ(ει) ὁ περεβύ(τερος) Ἀρμαίς Ἀρμαίος μη(τρὸς) Ταμαρρης (read Ταμαρρηίους) (l. 7)	Son	
88.	SB XXIV 16160 <sup>v</sup> = <i>P.Hawara</i> <i>dem.</i> . 17β <sup>v</sup>	92 BCE, Hauēris	<i>Epiketeusis</i>	Division <i>Me-riteta</i>	ἐπιτελεύουσι οἱ τρεῖς <sup>(1)</sup> Ἀρμαί(ο)ς καὶ Πεπεσούχος (l. 3)	Sons	
89.	<i>Stud.Pal.</i> XX 1 = <i>CPR</i> I 1 = <i>MCChr</i> 220	83/4 CE, Ptolemais Energetis	<i>Eudokēsis</i>	Sale, Allotment Land	ὁ δὲ Μάρκιος Οὐαλέριος Πρόκλος εὐδοκεῖν τῇ παραχωρήσει καὶ μὴ ἐπελευσέσθαι τρόποι μηδενί (l. 23)	Not certain	

<sup>(1)</sup> Cf. W. Clarysse, M. Depauw, ZPE 131 (2000) 137.

