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### **The Right of Execution in Loan and Lease Contracts in Roman Egypt<sup>(\*)</sup>**

Among the Greek papyri of the Roman Period in Egypt, there are a number of contracts<sup>(1)</sup>, especially loan and lease contracts in which the right of execution in case of default on the part of the debtor, is stipulated upon his person and upon all his property, and in some of these contracts the right of execution is stipulated for a person who is not a party to the agreement.

In this paper no attempt is made to provide a detailed study of procedure for execution<sup>(2)</sup>, but I shall be concerned with the evidence for the right of exaction clause in loan and lease contracts in Roman Egypt, the personal execution applied in these contracts and their references to legal pronouncements not authorizing it. I shall also try to investigate the effect of the Egyptian law to the Roman one<sup>(3)</sup> in this respect.

I think it is necessary to start with Diodorus' statement<sup>(4)</sup>, which indicates that execution on the person of a debtor was abolished in Egypt by

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(1) For the use and significance of the right of exaction clause in contracts of all types cf. H. J. Wolff, *The Praxis-Provision in Contract*, TAPA 72, 1941, PP. 418-38; documents of the same class Cf for example; P. Ryl. II 154 A. D. 66; 173 early 1<sup>st</sup> c. A. D.

(2) Cf. for example P. Oxy. L. 3557 A. D. 125/6. The text is an application by a creditor to the archidicastes for his authority to serve notice of execution on a debtor who has failed to repay the debt. ll. 5-29. A very useful collection of parallel material is to be found in Eos 48. 3 (1956)=Symbolae R. Taubenschlag Dedicatae III, 89-103, esp. 92-4; see also P. Mich. XI. 614 with the literature cited in the introduction esp. 11.4, and the commentary apud A. K. Bowman, J. R. Rea and others, *The Oxyrhynchus Papyri*. The British Academy, 1983, P. 147; Cf. also P. Ryl. II 115 A. D. 156.

(3) Ammianus Marcellinus of the 4<sup>th</sup> c. A. D. reported that: "Solon has used the thoughts of the Egyptian clergymen in prescribing laws according to the just legislation, and hence provided the Roman law with its greatest support." Cf. Ammianus XXII. 16. 9.

(4) Diod. I. 79. 3.

Bocchoris<sup>(1)</sup> in the 8<sup>th</sup> century. It runs as follows<sup>(2)</sup>: “ In the case of debtors the lawgiver ruled that the repayment of loans could be exacted only from a man’s estate, and under no condition did he allow the debtors’ person to be subject to seizure .... holding that ..... The bodies of the citizens should belong to the state.”<sup>(3)</sup>

But execution clause on the person was reintroduced in Egypt under the Ptolemies, quiet early in their time. Personal execution being a common institution in the Greek world. At Athens, before the time of Solon<sup>(4)</sup>, (640/35-561/560 B. C.), the debtor used to borrow on the security of his body, *επι σωματι*, as the Greeks called it, and if he could not pay his debt in money he had to pay it with his person<sup>(5)</sup>. Therefore, its reappearance in Egypt<sup>(6)</sup> is likely enough to have followed close upon the establishment of the Ptolemaic dynasty. At Rome, the law with regard to debtors, is dealt with in Ttable III of the Twelve Tables<sup>(7)</sup>. It runs as follows: “For the

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(1) On Bocchoris cf. Diod. I. Chaps. 79 a. 94. His Egyptian name was Bokenranef (720-712 B. C.) the second of the two kings of the 24<sup>th</sup> Dynasty. The Cambridge Ancient History. 3. 276f.

(2) Diod I. 79. 3:

*των δε οφειλοντων την εκπραξιν των δανειων εκ της ουσιας μονον  
εποιησατο, το δε σωμα κατ ουδενα τροπον ιασεν υκαρχειν αγωγιμον,  
..... τα δε σωματα των πολεων.*

(3) It was noted as a peculiarity of the ancient Egyptians that they did not allow the enslavement of debtors. Cf. F. P. Walton, Historical Introduction to the Roman law, 2<sup>nd</sup> ed. London, 1912, P. 204.

(4) Solon’s law, which was perhaps inspired by Egyptian influence deprived the creditor in future of all power to enslave his debtor and let him entitled only to obtain a judgment for the seizure of his property. Solon’s law “shaking off of burdens (594 B. C.) did not abolish imprisonment for debt, though he forbade the enslavement of the debtor, which however continued to exist in other’ Greek states. For more details Cf. Diod. I. 79 n. 1.

(5) F. P. Walton, op. cit, P. 202.

(6) Cf. for example: P. Hibeh I, 92 B. C., 263. l. 20; 94 B. C. 258-7 l. 15; 95 B. C. 256 (255) l. 14; 34 B. C. 243. l. 8; 73 B. C. 243-2. l. 12; 91 B. C. 244-3 or 219-8. l. 12; 90 B. C. 222. l.16; P. Hibeh II, 205 B. C. 260-250. L. 28; P. Zenon 71 reign of Ptolemy III. L. 8; P. Amh. II 50 B. C. 106. l. 23; 33 B. C. 157. l. 19; 43 B. C. 173. l. 12.

(7) A code of twelve tables were posted in the Forum in 450 B. C. only fragments of these laws have survived. For more details Cf. T. Frank, An Economic Survey of Ancient Rome. Vol. I. Rome a. Italy of the Republic, The Johns Hopkins Press, Baltimore, 1933, PP. 13-19.; Cf. also Walton, op. cit, PP. 97-111; Oxford Classical Dictionary. s. v..

payment of a debt of money admitted to be due<sup>(1)</sup> ... let the debtor has a legal delay of thirty days<sup>(2)</sup>. In default of payment after the thirty days he may be arrested and brought before the magistrate<sup>(3)</sup>. The creditor who keeps him in prison shall give him a pound of coarse meal a day<sup>(4)</sup>.”

My reading, for a good deal of evidence from papyrological sources, suggests that the reappearance of personal arrest, or execution upon person, which however was applied to private debtors, remained in force, or in other words continued to be applied in loan and lease contracts though not authorized by legal pronouncements in Roman Egypt.

Before dealing with such material, I think it is necessary to start with the most important document<sup>(5)</sup> yet discovered in Roman Egypt which contains the regulations of the office of Idios Logos, that gives a comprehensive picture of the administration of this important office. In code 99 of these regulations we can read what follows<sup>(6)</sup>:

*οι εις ρητην προθεσμιαν χειρογ[ραφησ[αν]τες δια  
στρατιωτων η των τοιουτων ουκ ε<υ>θυ[ν]ονται.*

“These who are constrained by soldiers or the like to enter a contract for a definite term are not called to account.”

It is also important to note with regard to the edict of Tiberius Julius Alexander, what follows<sup>(7)</sup>:

*31. ινα αι πραξεις των δανειων, εκ των υπαρχοντων ωσι και  
μη<ι>εκ των σωματων .....*

*33-34. μηδ' εις το πρακτορειον, εξω<ι> των οφειλοντων εις τον  
κυριακον λογον.*

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(1) Table. III. 1

(2) Table. III. 1

(3) Table. III. 2

(4) Table. III. 4

(5) BGU. 5. 1210 A. D. 149; Cf. also Zaki Aly, Gnomon of Idios Logos, 1998.

(6) Gnom. 99.

(7) O. G. I. S. 669 A. D. I. 31, 1133-34.

“debts shall be exacted from the property but not, from the person of the debtor ... nor shall anyone except a debtor of the fiscus be confined in the state prison.”

In this context, we are going to classify the documentary evidence into two groups, one dealing with the loan contracts and the other with lease contracts: As for the first group of documents, from Oxyrhynchos, it is reported<sup>(1)</sup> in 34 A.D. an acknowledgment of a loan of 200 drachmae, the term of the loan is six months, no interest is stipulated<sup>(2)</sup>. In line (10) we read : “If I do not repay (the debt) in accordance with the contract, you are to have the right of execution upon me and upon all my property just as by court decision.” In another document<sup>(3)</sup>, an agreement for a loan of 224 drachmae with interest, at a drachma per mina per month, the creditor has the right of execution from the debtor himself and from all his property<sup>(4)</sup>. Another clear cut document<sup>(5)</sup> for the execution clause upon person, therefore it requires separate treatment. A loan of 52 silver- drachmae for a term of more than 3 months<sup>(6)</sup>. The praxis clause is stated as follows<sup>(7)</sup>: “If I do not repay you in accordance with this agreement, I will forfeit<sup>(8)</sup> to you the aforesaid sum with the addition of one half with proper interest for the overtime, for which you are to have (the creditor) the right of execution upon me and upon all my property as if in accordance with a legal decision.” What is interesting is to find that this agreement is followed by a short letter from the creditor to his friend, who is requested to dun the debtor

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(1) P. Oxy. XLVII. 3351 A. D. 34.

(2) When loans bear no interest, they may be interest-free but that is the exception rather than the rule. On interest-free loans Cf. P. W. Pestman J. J. P. 16-17 (1971), PP. 7-92; Johnson, Roman Egypt, PP. 450-9; R. Taubenschlag, Law 2, PP. 341-9; L. Mitteis Grundz, PP. 113-65.

(3) P. Princ III, 142 A. D. 23.

(4) Ibid. ll. 12-14:

*..... της πράξεως ουσης τη κολλαυθι εκ του Νειλου και εκ των υπαρχοντων αυτω παντων*

(5) P. Oxy. II. 259 A. D. 57.

(6) Ibid. Col. I ll. 2-5.

(7) Ibid. Col. I. ll.8-12.

(8) For an interesting article about penalty clauses cf. Z. M. Packman, Penalty clauses in commodity loans and slaes on delivery. J. J. P. XIX, 1983, PP. 21-26.

for payment of the debt<sup>(1)</sup>. It seems clear, that the creditor dun for the repayment of his money before using his right of execution on the debtor. In a fourth contract<sup>(2)</sup>, for a loan of 8 drachmae of silver, 1½ artabae of wheat, and ½ artaba of lentils for 6 months (without interest) without any delay or excuse<sup>(3)</sup>, the right of execution will be upon the debtor and upon all his property<sup>(4)</sup>. From Tebtunis<sup>(5)</sup> it is reported in 123-4 A. D. a loan of 120 drachmae to be repaid with interest in the following year, without any delay or excuse<sup>(6)</sup>, the creditor having the right of execution upon the debtor and upon all his property as if in accordance with a legal decision<sup>(7)</sup>. Of interest

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(1) Ibid. Col. II. ll. 3-7:

*εαν δυνη ερωτηθεις οχλησον Διοσκορον και εκ πραξον αυτον το χειρογραφον και εαν δοι*

(2) P. Tebt. II. 388. A. D. 98.

(3) P. Tebt. 388 ll. 21-22

(4) Ibid. ll. 22-24.

(5) P. Tebt. II, 312. A. D. 123-4.

(6) Ibid. l. 16. *ανευ πασης υτερθεσεως και ευρησιλογιας,*

(7) Ibid. ll. 17-18.

*καθαπερ εκ δικης;* is a common provision in the *πραξις* clause, as it is illustrated by several documents. Cf. for example: BGU. XI 2116 A. D. 25/6, l. 10; 2117 end of the 2<sup>nd</sup> C., l. 10; P. Oxy. XLIX. 3485 A. D. 38, l. 21; XLVII. 3352 A. D. 68. l. 7; 3351 A. D. 34 l. 13; II- 259. A. D. 57 l. 12; XIV. 1641 A. D. 68 l. 16; III 506 A. D. 143 l. 49; XXXIII 2676 A. D. 151. l. 41; XLIX 3493 A. D. 175 l. 11, 26; 3494 A. D. 175 l. 33; XVII. 2189 A. D. 220. l. 29; P. Princ. III. 144. early 3<sup>rd</sup> c. A. D. l. 23; P. Strasb. V. 303, 161-169 A. D., l. 5. P. Louvre I. 19 A. D. 216. l. 17.

The phrase has generally been interpreted to mean that execution was enforceable without a judicial sentence against a debtor. Cf. L. Mitteis Grundz, PP. 119-20. Its meaning has been the matter of some dispute, however this interpretation has been called into question by H. J. Wolf "Some observations on praxis", BASP. VII, 1970, PP. 527-535.

He concludes (534) that the use of the phrase *καθαπαρ εκ δικης* became standard in the first quarter of the second century B. C. at a time when the *δικαστεριον* to which the procedure of execution had been tied, were disappearing. He argues that its meaning should be according to customary and accepted legal procedure rather than as if in accordance with a legal judgment or decision. This clause did not really change the effect of the *praxis* provision. No wonder therefore that it was sometimes omitted. As a matter of fact, what is more remarkable is the rareness of such omissions. This common provision is also discussed in A. Kränzlein zur Praxisklausel *καθαπαρ εκ δικης*, FS M. Kaser zum 70 Geburtstag hers. V. D. Medicus-H. HSeiler, München 1976, PP.

too, is a contract<sup>(1)</sup> for a loan of 124 drachmae from a woman to three brothers. The money was to be returned at the end of a year, with interest at the usual rate of 12 % ; of greater interest is the fact that this text supplies that the woman (the creditor) will have the right of execution upon them all, and upon all their property as if in accordance with a legal decision<sup>(2)</sup>, if they fail to pay in due time. Another private contract<sup>(3)</sup> whereby a villager acknowledges receipt of a loan of 3 talents and 3 thousand drachmae, from a townsman without interest<sup>(4)</sup>, the loan was due to be returned after thirty days without any delay, otherwise the borrower will pay interest for the excess time at the agreed rate and the creditor has the right of exaction<sup>(5)</sup>.

An analysis of this group of such loan contracts shows, first, the penalty clause which involves the execution clause upon the person himself was kept within certain limits, to be sure, but the sum for which it was carried out was not the original debt, but was as a ransom to be paid in order to gain execution. Second, what was the reason and purpose of the habit of fortifying contracts through the insertion of praxis-clause upon person ? The answer to this question is found in the manner in which courts of the Roman

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629-634. apud Griechische Papyri aus Soknopaiou-Nesos Bonn, 1998, P. 97 n 1. 16. My final, at least to my own mind, is that documents of loan and lease contracts in later times fail to included *ως καθηκει* instead. Cf. for example. P. Oxy. VII 1036 A. D., 273. 1.33; LV. 3802 A. D. 296, l. 21 ; XXXI 2585 A. D. 315. l. 20. But unfortunately, the variety of this provision in lease and loan contracts does not allow us to be sure, no exact and certain explanation can yet be given.

(1) P. Tebt. II. 390 A. D. 167.

(2) Ibid. ll. 16-17.

(3) P. Oxy. LXI 4124 A. D. 318.

(4) For a study of the so called “interest free” *ανεω τοκου* loans see: P. W. Pestman, J. J. P. 16-17 (1971), PP. 7-29.

His conclusion is that expressions such as *ανεω τοκου* or words like *ατοκος* or *αδιαφορος* mean that no additional interest is to be charged, but that the state capital is greater than the sum received by the borrower by a fixed amount of interest calculated in advance, which is very often an increase of one half (*ημιολια*) for more details Cf. T. Gagos, P. Oxy. LXI, 1995, P. 118 n. l. 13.

(5) P. Oxy LXI. 4124 Col. I, l. 17, Cf. also 4125 A. D. 322 another acknowledge receipt of a loan of money for a term of not more than thirty days, with right of exaction conferred on the debtor himself and from all his possessions. ll. 26-27.; P. Thead 10. A. D. 307-1. 14.

Period draw up their judgments in cases concerning personal claims. Third, the creditor is not only entitled to receive payment, but acquires a right of his own to proceed against the debtor himself. Fourth, it is clear, in all the loan contracts cited above, that the creditor is entitled to bring execution upon the person himself (the debtor), in the case he fails to perform the fulfillment of his promise. Fifth, the praxis-clause did not determine that the debtor owed a debt to the creditor, but simply the right of the creditor to proceed against the debtor himself by way of execution.

A subsequently published papyrus<sup>(1)</sup> presents a similar contract for a legal receipt of a loan, but with a different situation. It is a receipt for 2 talents advanced by the owner of a tapestry-weaving workshop<sup>(2)</sup>, to one of the weavers, who in return undertakes to work there, for a daily wage of 120 drachmae, and to return the advance which is the equivalent of one hundred day's wages, if ever he should leave the workshop, it runs as follows : “ it would be illegal for me to leave the workshop<sup>(3)</sup>. Then he assumes : “ If I do leave, I shall pay to you the aforesaid 2 talents of money without interest and without any delay or excuse, the right of execution belonging to you both from me personally and from all my possessions<sup>(4)</sup>.”

The text has two points of particular interest, first it is a surprisingly early example for 2 talents advanced by the owner. Second, this type contract seems designed to attract people in need and hold them by a burden of debt. Here rises the question, was the daily wage reduced from the advance, which is equivalent of one hundred days' wages or this advance was to be returned only if ever he should leave the workshop? Unfortunately the document does not allow us to be sure.

Of greater interest too, in apprenticeship contract, a loan was part of its terms, and fortified through the insertion of praxis clause. In a contract<sup>(5)</sup> for apprenticeship in the weaving trade a boy was apprenticed by two

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(1) P. Oxy. LXIII. 4353, A. D. 304.

(2) Ibid. I. 6: *Ταπητουφος την τεχνην.*

(3) Ibid. II. 15-16. *και μη εξειναι μοι ενκαταλιπιν το εργαστηριον.*

(4) Ibid. II. 17-21

(5) P. Tebt. II. 384 A. D. 10; cf. also P. Oxy. XXXI. 2586 A. D. 253; P. Oxy. XIV. 1647, late 2<sup>nd</sup> c. A. D.

brothers for one year to a weaver in return for a loan from the weaver of 16 drachmae, free of interest, to be repaid at the end of the year<sup>(1)</sup>. The two brothers are mutual security for payment of the loan<sup>(2)</sup>. The weaver will have the right of execution upon them and their property<sup>(3)</sup>.

Certain points can be noticed from this scanty material. First a loan was part of the terms of the apprenticeship contract. Second, the master weaver would have security in apprentice's labour. Third, interest might be met by an adjustment of the apprentice's wages, but here no mention of interest, the loan is interest-free. Fourth, with the cancellation of the apprenticeship contract, the master will receive back his money (the loan) and the debtors are free to apprentice their brother elsewhere.

Regarding the second group of documents concerning the lease contracts fortified through praxis-clause, there is some evidence. In an ordinary lease<sup>(4)</sup> of land, by which Theon rents land belonging to Sarapion, the rent is in kind. The lessor has the right of execution upon both the person and all the property of the lessee<sup>(5)</sup>. A subsequently published papyrus<sup>(6)</sup> presents a similar situation. It is a lease contract of 11¼ arourae by Aurelius Sarapion for 2 years at a kind rent, the right of execution falls upon the lessee and all his property<sup>(7)</sup>. Another lease contract<sup>(8)</sup> of 5 arourae of land at Pakerke for 4 years following the usual formula. The land was to be sown with wheat and green stuffs. The document is quite interesting as it deals with execution clause upon the lessee himself and all

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(1) It is stipulated in the contract that the weaver should provide his apprentice with food, clothing, wages, the poll tax and *τελος γερδιων* on his behalf; P. Tebt. 384. ll. 18-20.

(2) Ibid. l. 12.

(3) Ibid. ll. 12-13.

(4) P. Oxy. XVII. 2188. A. D. 107; The execution clause in lease contracts is illustrated by several other documents. Cf. for example: P. Oxy. XLIX, 3488 A. D. 70 ll. 51-53; P. Oxy. LVII. 3911 A.D. 199. ll. 34-36; P. Oxy. XXXIII 2676 A. D. 151, ll. 38-41; P. Oxy. LV. 3800 A. D. 219, ll. 34-36; P. Oxy VII. 1036 A. D. 273, ll. 32-33; P. Oxy. LXI. 4121 A. D. 290, ll. 14-15.

(5) P. Oxy. 2188. ll. 11-14.

(6) P. Oxy. XVII. 2189 A. D. 220.

(7) Ibid. ll. 26-29.

(8) P. Oxy. VI. 910 A. D. 197.

his property<sup>(1)</sup>, if he does not deliver the land free from rushes and dirt of all kinds<sup>(2)</sup>. Another rent agreement<sup>(3)</sup> for 5 years lease of arable land and at the the same time a receipt for the whole rent paid in advance. The landowner, a woman, declares that she has received on the spot in full through the managers of the bank the total of 1000 silver drachmae for the whole years term<sup>(4)</sup>. The most striking part of this contract is that the praxis clause here falls upon the landowner not upon the lessee, because the lessor received the whole rent in advance, so the right of execution falls upon her, the landowner, if she doesn't register the rights of this rent-receipt<sup>(5)</sup>, through the property register office.

It is of special interest to note that borrower are sometimes acting as mutual sureties. In a contract<sup>(6)</sup> for a loan of 1000 drachmae for 2 years and nine months at 6 % per year, upon a mortgage of 149/54 arourae of land, the creditor has the right to make execution upon the borrowers who are security to each other for payment and upon whichever of them he chooses and upon all his property<sup>(7)</sup>. Another acknowledgment of indebtedness<sup>(8)</sup>, the debt incurred through arrears of land rents, the tenure has now expired and the text is a deed of loan in kind and money, the debt is free of interest if paid within a specified term<sup>(9)</sup>, but if overdue it incurs an interest which serves as a fine<sup>(10)</sup>, moreover the creditor has the right of execution either from the borrowers acting mutually as sureties for the payment<sup>(11)</sup> or from anyone of them whom the creditor may choose<sup>(12)</sup>. Another complete document<sup>(13)</sup> illustrates this class of mutual surety better. It is a contract for two years labour in a vineyard and its associated reed plantation, expressed

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(1) Ibid. ll. 36-38

(2) Ibid. ll. 39-42.

(3) P. Oxy. XXXI. 2584 A. D. 211.

(4) Ibid. ll. 13-15.

(5) Ibid. ll. 19-20

(6) P. Oxy. III. 506. A.D. 143; Cf. also P. Louvre I. 19. A. D. 216 ll. 15-16.

(7) Ibid. ll. 46-49

(8) P. Oxy. XLV. 3251. 2<sup>nd</sup> Or3<sup>rd</sup> c. A.D.

(9) Ibid. ll. 10-11

(10) Ibid. ll. 15-18

(11) Ibid. l. 20

(12) Ibid. ll. 20-21

(13) P. Oxy. XLVII. 3354. A. D. 257

as a lease of *αμπελικά έργα*. The duties of the lessee labourers regarding the vineyard are set fourth in considerable detail<sup>(1)</sup>, as are the arrangements for payment of their wages in money<sup>(2)</sup>, and kind<sup>(3)</sup>. The lessees promise to purchase half the produce of the date-palms growing among the vines<sup>(4)</sup>, and and to lease two arourae of grainland for a single year. The lessees declare that the lessor shall have right of execution against the lessee who are mutual sureties<sup>(5)</sup> for the payment, and against whichever of them he chooses and against all their property. These contracts throw a further light on the execution clause upon persons who act as mutual sureties to each other.

One more crucial point remains to be considered, the right of execution in case of default on the part of the debtor is stipulated for a third person who is not a party to the agreement in both loan and lease contracts. It is not within the scope of this paper to go into the details of these problems but attention may be called to a few documents which are illuminated from this angle.

It is reported in a contract<sup>(6)</sup> for transference of executive rights, between Heraclea with her guardian and Papontos, by the terns of which Heraclea makes over to Papontos the right of execution<sup>(7)</sup> on account of a sum of 200 drachmae which was due to her, in consideration of having received from him the 200 drachmae with interest<sup>(8)</sup>. The sum due to Heraclea had not been lent by her, but the right to exact it had itself been transferred to her by another person who was the original lender of the money<sup>(9)</sup>. Another contract<sup>(1)</sup> similar to the preceding, between two men

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(1) Ibid. ll. 8-19

(<sup>2</sup>) Ibid. ll. 20-21

(3) Ibid. ll. 26-28

(4) Ibid. ll. 29-30

(5) Ibid. λλ. 49-50:

*της πράξεως σοι ουσης παρα τε ημων αλληλεγγυων ουτων εις εκτισιν  
εξου εαν αιρη.*

(6) P. Oxy. II. 271. A. D. 56

(7) Ibid. ll. 3-6

(8) Ibid. ll. 15-18 ; 22-23.

(9) Ibid. ll. 10-12 ; 19-20

called Dionysius and Sarapion and a woman whose name does not appear, by which they transfer to her the right of execution a debt of 249 drachmae<sup>(2)</sup> from a certain Heracleus.

A subsequently published papyrus presents<sup>(3)</sup> a similar situation, its' a claim of a creditor but owing to the loss of the beginning of the papyri some points are obscure ; but apparently, the writer and her mother Thaësis had borrowed from a woman called Philumene, the sum of 2000 drachmae for five years, on behalf of Heron<sup>(4)</sup>, the son of Philumene, the creditor, and Zenarion who was probably Heron's wife<sup>(5)</sup>, while he made a contract with the debtors that he and his wife will take all the responsibility for the payment of the debt and would guarantee the debtors against any trouble or liability under penalty of paying in full any loss or damage in connection with the transaction<sup>(6)</sup>. The term of the loan having expired, the debtors were called upon by the creditor for payment, and accordingly appeals in the present document for leave of execution upon the property of Heron and his wife as was guaranteed her in her contract with them<sup>(7)</sup>.

The scanty information which we can glean about the transference of a debt to a third person, is enough to show that it was a very complicated affair and apparently involved three points : First, the third person did not share in the arrangements of the debt, and was not a party to the agreement. Second, no objection, as I can see it, to this sort of arrangement was left under the legal system of Roman Egypt. Third, unfortunately no documentary evidence allow to determine in what cases such transference of a debt to a third person was required.

Out of all these loan and lease contracts and the cases connected with them, one might have expected that execution clause upon the person would appear in Egypt under Roman rule, the only province of the Roman Empire where there is abundant documentation of legal activity execution clause

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(1) P. Oxy. II. 272. A. D. 66

(2) Ibid. I. 24

(3) P. Oxy. II 286 A. D. 82

(4) Ibid. II. 3-5

(5) B. P. Grenfell a. A. S. Hunt, P. Oxy. 286. Introd.

(6) P. Oxy. II. 286. II. 9-13

(7) Ibid. II. 20-23

which however was applied to private debtors was represented in all the above discussed documents, and indeed it reflected the idea served by the Twelve Tables with reference to the legal systems of Rome. More interesting, from a legal point of view, is that the executive clause upon person, which was applied to private debtors, was not authorized by the Egyptian law, the Gnomon of the Idios Logos or by the edict of Tiberius Julius Alexander<sup>(1)</sup>.

To conclude, if the interpretation offered in this paper is correct, the forms for this justice activity existed in Egypt but were little used. During the Roman period there can be no doubt that the native Egyptian law was still operative and the legal pronouncements in Roman Egypt are made under local law which was less strict in its provisions.

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(1) The most clearcut document in this context is P. Oxy. L. 3557 A. D. 125/ 6. It proves that the due execution was done on the property. ll. 27-28; Cf. also P. Oxy. VII. 1027. A. D. 1<sup>st</sup> c. ll. 6-7.