Semites, Iranians, Greeks, and Romans: Studies in their Interactions

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The Syriac Bill of Sale from Dura-Europos

P. Dura 28, a Syriac deed of sale written in 243 of the Christian era, is an extraordinary document.\(^1\)

Almost perfectly preserved, it is the oldest extant piece of Syriac written on perishable material and one of the oldest Syriac texts.\(^2\) It was the first document of an ancient slave sale in Hebrew or Aramaic to be published.\(^3\) Written in their own native language for members of a Semitic population touched by Hellenism, who are Roman citizens, P. Dura 28 contains many evidences of cultural interaction. Finally, P. Dura 28 is an important link for tracing the evolution of Semitic documentary forms, for its date and the wording of its clauses show it to lie midway between earlier texts and those in the Talmudic literature and in the medieval Jewish formularies.\(^4\)

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\(^1\)Photographs: YCS, V (1935), Plates I-III; W.F.G., Plates LXIX, LXXI. To the literature cited at W.F.G., pp. 145-46, add Goldstein and that given below, n. 9. For abbreviations used in this article see List of Abbreviations on p. 54-55.

\(^2\)See Welles, YCS, V, 122-23; earlier epigraphic texts: below, n. 11.

\(^3\)Frank Moore Cross published the second ("Samaria Papyrus 1: an Aramaic Slave Conveyance of 335 B.C.E. Found in the Wādā ed-Dāliyeh," Eretz-Israël, XVIII [1985], 7-17) and says (ibid., p. 7) there are 11 more among the Samaria Papyri.

\(^4\)Medieval formularies: Hay (died 1038), Bargeloni (ca. 1100) and Mahzor Vitry; Simhah b. Samuel of Vitry died in 1105, but the formulary, like much else in Hurwitz's edition, may be somewhat later. In any case, though briefer, its bills of sale closely resemble those of Bargeloni.

To trace in detail the origins of the clauses of P. Dura 28 beyond the time of the Elephantine papyri is beyond the scope of this article. Cuneiform bills of sale and conveyance including those most recently discovered are collected and discussed (with reference to their "satisfaction clause") by Muffs. In his judgment (p. 291), the Aramaic formulary was probably derived from neo-
The document was first read by C.C. Torrey, who succeeded in grasping the general content. Although his transcription and translation, with a few improvements by H. Ingholt and C.B. Welles, were incorporated in the final edition of the Dura parchments and papyri, they now leave much to be desired.

To all appearances, P. Dura 28 is a tied double document of the type common in the third century and earlier. Accordingly, the two uppermost lines of the document should be an abstract of the text below, giving "the place and date of the document; the nature of the transaction and certain of its details; the names of the principals." Torrey's attempt to render the two lines lacked all plausibility. His reading of lines 12-16 of the lower text provoked immediate comment from Carl Brockelmann, and Brockelmann's substantially correct suggestions were supported by other scholars. In a review of the Dura Parchments and Papyri, I suggested further corrections and reported that I had read the upper text. Although some passages of P. Dura 28 still elude me, I submit here a new text with notes justifying my readings, a translation, and a commentary relating the document to other ancient documents and systems of law.

I. Transliteration

Upper Text
i. (Hand A) b'yr d31 zbn m(rqy') '(zvrly') mtrV brt smny zbn Hyrzv br br b's'
ii. 'mt' mtsyn b(dynr') 700 brt šnyn 28

Lower Text
1. (Hand B) bšnt št d'wtqr’twr qsr mrqws 'ntwnyws grdynws 'wsbws 'w'twks

Assyrian models, and those models in turn in many ways represent the culmination of the "fringe tradition" of cuneiform law represented in the provincial formularies of Susa, Kültepe, the Diyala region, Alalakh, and Ras-Shamra.

5Z/S, X (1935), 33-45.
7W.F.G., p. 145.
8Z/S, X. 163.
9Arangio-Ruiz and Furlani, Neg., p. 433, n. 1; E.Y. Kutscher, Tarbiz, XIX (1947-1948), 54, n. 8; C. Rabin in Pringsheim, p. 462, n. 4. Nevertheless, Brockelmann's reading was not adopted in W.F.G.
10Goldstein, pp. 431-32.
The Syriac Bill of Sale from Dura-Europos

II. Notes to the Transcription of the Text

i–ii. The numerals are of the type common in ancient Hebrew and Aramaic documents and inscriptions; they tally with the numbers written out in the lower text. "31" is written as "20 + 10 + 1." Probably
as an adaptation to a cursive script, the figure "20," known from Elephantine, Palmyra, Nabataea, and Wadi Murabba'at, is here turned on its side; cf. B.M.V., p. 98, fig. 27. All the other figure forms in the upper text appear in the earliest dated Syriac inscriptions.\(^{11}\)

In the first occurrence of \(zbn\) the cursive hand leaves the \(b\) almost unrecognizable. The letters which follow \(zbn\) are clear and can hardly be anything but the abbreviated Roman praenomen and nomen of the seller.

\(mtr'\), the Aramaic cognomen of the seller, appears six times in the document (here, and at lines 7, 14, and 22 of the lower text, and then twice in the very clear signatures on the verso). Torrey read it as \(mth'\), and treated it as a common noun, "the defendant," but such a common noun would follow the patronymic \(brt\ \Šmny\). The third letter never appears joined to the letter which follows it and cannot be a \(b\). The name is Mat-Tar'atha = Amath-Tar'atha = "handmaid of Atargatis." This type of name is well-attested in Syria, and so are the omission of the initial ' (cf. the slave's name in line ii) and the assimilation of the final \(t\) of \(Amath\).\(^{12}\)

\(br\ \b\'s\). In both upper and lower texts, the fourth letter of Tiro's father's name is ' rather than \(l\). The name occurs in inscriptions\(^{13}\) and, transliterated (Barbaessamen, Barbaesomen), in documents from Dura.\(^{14}\)

\(mt\ \syn\). On the omission of the initial ' , see above on \(mtr'\).

On the symbol \(r\) for "denarius," see B.M.V., pp. 90-91.


\(^{14}\)W.F.G., index, p. 430.
3. *dhrwryh*: *dhrwr* W.F.G. At the end of this word the writing runs into a notch in the edge of the parchment. What is there bears no resemblance to an ' but is easily read as *y* and the right-hand stroke of *h*.

4. *bkmrwt*: *b'mrwt* W.F.G. In later Syriac the words for "priest" and "priesthood" are always written *plene*, but the defective spelling *kmr* occurs in inscriptions from Hatra.\(^{15}\) Difficulties of the earlier reading: Welles, YCS, V, 128-30, and W.F.G., p. 147, n. 15.

6. *?q?*: *kmr* W.F.G. The word is probably the divine element of the name of Abgar bar Ḥafsai's grandfather, Bar-?, son of the god X. In the scribe’s hand the middle letter is surely *q*, not *m*. The first letter may be *b, y, l, or n*; the last, *d, w, z, y, l, '*, or *r*. The non-divine name *bqr* appears in Safaitic and Thamudic, Ryckmans, II, 55.

7. *mwdynt*: *mbdq* W.F.G. The second letter is not joined to the one following and cannot be a *b*, and the *q* would be unlike any in this scribe’s hand; finally, there is no support for Torrey’s rendition of the reading as "of the aforesaid month."

8. *šnmbrrz*. I am not sure of the fourth and fifth letters since I do not know a suitable etymology for the name.

9. *dyrt* ‘*dysyt*’: *mzbnnyt* *mskl* W.F.G. The first word is badly written. Torrey's reading is a guess from the context and from the signatures on the verso; it ignores the clear ' at the beginning of the second word, and the *m* of *mskl* would be unique in the document. Moreover, in Hebrew and Aramaic documentary style the verb of saying precedes the declarer’s name and is always *mr*. Analogy with other documents and with the name of the buyer here requires that the seller's place of origin (or citizenship) and place of residence be given here. Cf. P. *Dura* 29, *Mur*. 19, etc.

10. *hkyn* W.F.G. The form *hkyn* is unknown in Syriac. The *y* was misread from the extended stroke leading to the *n* (cf. the *n* at the end of line 8).

12. *lmzbnw*: *lmdbwr* W.F.G. The next to last letter is joined to the *w* and cannot be *r*. The reading becomes certain when the passage is compared with other Aramaic *kyrieia* clauses; see commentary.

14. 'qwm: 'qdm W.F.G. Again the correct reading is proved by the parallels.

w'qym'y: w'qymn W.F.G.: w'qynh Goldstein. Only the first reading fits both the letters on the parchment and Syriac grammar.

15. bmly: bmny W.F.G. The idiom, translated by Torrey "in any way whatsoever," would be strange in Syriac, whereas the reading adopted yields the well-attested hpk bmlt', "break one's word," "retract."

wzbnth: zbnth W.F.G. The careless stroke joined to the z is probably a w.

16. ?? 'm?? ?? ?nmws: k'd 'kyn h'd nmw's W.F.G. The letters on the parchment are ambiguous or blurred, and I have not been able to find a satisfactory reading. Torrey translated, "while I establish a certain law," but this is very implausible language for a legal document. How would a private citizen "establish" a law? Brockelmann's suggestion, "indem ich den einen gesetzlichen Termin von jetzt bis zu sechs vollen Monaten festsetzte," makes sense but cannot be derived from the reading; see commentary.

The first two letters are blurred beyond recognition in the photographs. The ' seems certain; the m could also be a badly written b or k - cf. wzbnth in line 15; the next letter is not joined to what follows it and can be d, z, r, or final y or n. Next comes a faint long stroke sloping downward from left to right; if it is not a stray mark, it is a final n. After a space come the strokes read by Torrey as h; however, the writing does not appear to be joined to what follows and can be read as two letters, the first being b, y, k, l, n, or', and the second, w or perhaps d or r. Then comes a clear d or r, and then the word which Torrey probably was correct in reading as nmw's. Passages in the Syriac-Roman laws lend support to this reading. Nevertheless, the n is badly formed and does not quite join the following letter; the m bears on its upper right a mark which disguises it; and the w is run into the s (cf. the ws of the scribe's signature, line 29).

17. d'n: w'n W.F.G. See commentary.

19. ph'mh: phm W.F.G. The word is faint and badly written both here and in line 20.

lāk'rwn. The writing here is faint and ambiguous. Torrey's reading can be made out from the photographs but is suspect. It ignores the mark sloping down from left to right after 'hyd, thus leaving an abnormally large space between words. Furthermore, the noun "record" known from Syriac and Babylonian Aramaic is rather d(w)krn' (dukhraṇā), though the form read by Torrey is known in Biblical Aramaic (Ezra 6.2), the Christian Aramaic of Palestine, and modern Syria; see H.L. Ginsberg, Koheleth (Tel Aviv-Jerusalem: M. Newman, 1961), p. 28 (in Hebrew).
The traces on the parchment can also be read ʾĪšdāw, "as testimony," but then the faint stroke sloping down from left to right after the ʾw must be ignored, and again an abnormally large space is left between words.


21. ʾdysy": ʾdsy" W.F.G. (misprint).

22. ḫkm": ḫpm" W.F.G. (misprint).

24. klb ʾšdh: blbštοlv W.F.G. The reading ʾšdh is certain. In Aramaic documents either the singular ʾšdh stands by the signature of each witness or the plural ʾšdāy’ introduces them all (note, however, the Nabataean practice described by Yadin, IEJ, XII, 238, and the practice of some Jews of Jerusalem, M. Gittin 9.8). The letters of klb are all ambiguous, and one would expect the status emphaticus; indeed, the name br klb’ (Barchalbas) is well attested at Edessa and Dura (Welles, YCS, V, 126, n. 21; W.F.G., index, p. 430). Arabic names are common at Edessa and do lack the ’ of the status emphaticus but usually have a final w. See Caquot, Tessères, p. 156; Ryckmans, I, 114. Several examples of a jar-stamp in Greek lettering have been found at Dura, Abemnès Barchalb, father’s name apparently in the status absolutus, but the editors take the second word as an abbreviation for Barchalba (The Excavations at Dura Europos...: Preliminary Report of the Ninth Season of Work (1935-1936), ed. by M.I. Rostovtzeff et al. [New Haven, 1952], Part III, p. 124, n. 986).

25. p?? ʾšdh: pnwgdlt W.F.G. See on line 24. With a list of names used in Osroene, one may well find a convincing reading. For the two doubtful letters, I would guess t (note the form in the upper text) and r. The extremely cursive h of ʾšdh either has its right stroke reduced and crowded up against the ṣ or its left loop crowded up against the d.

Verso, 3. Αβγαρος: *Αβγαρ ὀ στρ. W.F.G. Neither photograph shows the final tau and rho. The name is probably the witness’ Greek signature, which he wrote after signing in Syriac. His pen was running dry as he wrote ʾšdh, but he went on in Greek without dipping it again.

Verso, 5. ʾl npsḥ: lnpśḥ. There is a faint stroke to the right of the l which is surely an ink-mark. If it is read as ‘, verso, line 5, agrees with verso, line 1, and conforms to the common formula of the conceding party’s signature in Aramaic documents.16

16Milik II and III; Mur. 18, 19, 21, 24, 28-30; Yadin, IEJ, XII, 237.
III. Translation

Upper Text

1In Iyyar of 31, a sale. Marcia Aurelia Mat-Tar'atha, daughter of Shamnai, has sold to Tiro, son of Bar-Ba'esha, a female slave, Math-Sin, for 700 denarii, 28 years old.

Lower Text

1In the sixth year of Imperator Caesar Marcus Antonius Gordianus Pius Felix Augustus; in the consulship of Annius Arrianus and Cervonius Papus; in the month Iyyar of the year 3554 of the former reckoning; and in the year 31 of the freedom of Antoniniana Edessa, the glorious, Colonia Metropolis Aurelia Alexandria; in the priesthood of Marcus Aurelius Antiochus, eques Romanus, son of Belshu; and in the term as strategoi of Marcus Aurelius Abgar, eques Romanus, son of Ma'nu, grandson of Agga, and of Abgar, son of Hafsa, grandson of Bar-

11That from this day forth and forever, you, Tiro, the buyer, and your heirs shall have power over this slave that I have sold you, to take possession, to sell, and to do with her whatever you wish; and if anyone shall bring suit or raise a claim against Tiro, the buyer, or against his heirs concerning this slave that I have sold him, Mat-Tar'atha, the seller, and my heirs shall rise and defend and clean and clear (her with respect to her title) and place her in Tiro the buyer's possession. And I shall have no power to revoke the terms of this document. And I have sold you this slave...law of from now until six full months have passed. And an agreement was made between them as follows: if this slave shall run away from today onward, it shall be at the risk of Tiro, the buyer.

Two documents of this sale have been written; one copy of it, retained as a record, is to be entered in the archives of Antoniniana Edessa, the glorious, and the other copy of it is to be for Tiro, the buyer.

I, Aurelis Hafsa, son of Shamashyabh, Edessene of the Twelfth tribe, declare that I have written on behalf of Aurelia Mat-
The Syriac Bill of Sale from Dura-Europos

Tar’atha, my wife, in the subscription, because she is illiterate, that she has sold this slave of hers and received the price thereof as written above.

Marcus Aurelis Bar-Klebh (?), witness.

Marcus Aurelis Bar-p??, witness.

With the signature of the inspector of documents:

Aurelius Mannus, superintendent of the sacred and civic archives, bear witness.

Marcus Aurelius Belshu, son of Moqimu, the scribe, have written this document.

(Seal of Gordian III)

Verso

1 Aurelia Mat-Tar’atha, daughter of Shamnai, the seller, testifies for herself.

2 I, Aureli Hafsai, son of Shamashyabh, have signed this document.

Aurelis Abgar, the strategos, witness; Abgar.

Abgar, son of Bar-Samya, witness.

5 Aurelia Mat-Tar’atha, daughter of Shamnai, the seller, testifies for herself.

IV. Synopsi s of Gramma r and Orthograph y

The one grammatical error in the upper text is probably the slip of a hasty pen. With the exception of line 10, where the scribe may have misplaced a word, the grammar of all the readable portions of the lower text is good. The names of both consuls have been misspelled, and one "ni" has fallen out of "Antoniniana" – the name, however, may have been so pronounced in Edessa. Otherwise, the scribe apparently took care to spell names in the manner preferred by their bearers: the Roman consuls, the eponymous local officials, and the scribe’s own signature have the purist "-ius," whereas the husband’s signature and subscription, the witnesses’ signatures, and the buyer have the vulgar "-(i)s." The spelling of "witness" (shd) is a stereotype, but the use of s in the word "twelfth" in line 21 is remarkable, and so is the consistently defective spelling of short "u" in native Syriac words.

V. Commentary

Upper Text

Lines i-ii. The decipherment of these two lines shows P. Dura 28 to be, as expected, a double document with an inner text reduced to a brief
abstract. Double documents with such inner texts are known from Ptolemaic Egypt, from third-century Dura, and from the documents of the second century discovered in the "Cave of the Letters" in the Judean desert of Israel.

In these documents, upper texts tend to be written in a more cursive script than the lower texts, and often by a different hand. The upper text of P. Dura 28 with its neat but rapid cursive (note especially the forms for * and t) is so different from the lower text as to suggest another hand, possibly that of Aurelius Mannus, superintendent of the sacred and civic archives (lines 27-28), for in Ptolemaic Egypt such texts were added to double documents by registry officials. Unlike the lower text, the upper text is expressed in the third person, as would befit an official's summary of the contents. In summarizing, the writer of the upper text seems generally to have followed the order of the lower. In the date he retained only the Babylonian month and the year of the local era, by his omissions incidentally leaving the date in the normal Semitic order, with the month named before the year (see commentary to lines 1-7). The figure "20" in the age of the slave is very different from that used to form the "20 + 10 + 1" of the date, and the * of Iyyar occurs only there in the upper text and is used several times in the lower. I prefer to view these as the normal inconsistencies of a cursive hand, rather than as evidence that two hands wrote the upper text.

In abbreviating, the writer of the upper text omitted the words yrḥ (month) and šnt (year). yrḥ is frequently omitted in documents (e.g., Cowley, Nos. 5-10 and the contracts from Wadi Murabba'at). I know no parallel, however, for the omission of šnt. The use of figures in the upper text and words in the lower to express numbers is common in double documents; the practice probably served the same function as it does in modern checks.

18P. Dura 26, 29, 30, 32.
19See above, n. 6. Upper texts reduced to abstracts may be alluded to at T. Baba Batra 11:1, p. 413, lines 4-5 Zuckermandel (names of the principals, description of the purchase, the amount paid, the date) and by R. Idi quoting R. Jeremiah at TP, Baba Batra, p. 17c (names of the principals, names of the witnesses, date). On the inclusion of the witnesses' names, see Gulak, pp. 15-24. In neither case, however, is it clear that the upper text is briefer than the lower.
20P. Dura 29-32 (cf. 24 and 25); Bilabel, Aegyptus, V, 170-72; cf. Yadin, IEJ, XII, 236.
21Bilabel, loc. cit.
22P. Dura 26; Mur. 21, 22, 29, 30; Bilabel, Aegyptus, VI, 104; cf. V, 171, and VI, 94-96.
The designation of the transaction (sale), according to Payne Smith, col. 1076, properly means *emptio*, not *venditio*, but cf. Pringsheim's remarks on ḫnē and *prasis*, pp. 111-26.


The second occurrence of *zbn* is ungrammatical. As the verb, "sold," it should be feminine (*zbn*). The error may have arisen from the first occurrence, the noun *zbn*.

The upper text reduces the patronymics of seller and buyer to hypocoristics;²³ so do the seller's signatures, Verso, lines 1 and 5. For some reason, the writer of the upper text found it necessary to give the Roman names of only the conceding party; on the buyer's names, see below on line 8. On the slave's name, see W.F.G., p. 143; on the omission of the ', above, notes to transcription.

**Lower Text**

**i. The Dating Formula**

Lines 1-7. The elaborate formula begins with the year of the emperor's *imperium*. Under Roman rule, down to the time of Diocletian, the peoples of Egypt, Palestine, Syria, and Arabia continued their practice of dating by the regnal years of the monarch ruling over them, a practice followed by only some of the other subject peoples of the Empire.²⁴ Of the texts dating by both the regnal year and the consuls, *Mur. 115* and probably other documents from Jewish Palestine²⁵ agree with *P. Dura 28* in placing the regnal year first. In the rest of the surviving documents, the consuls appear first. The otherwise careful scribe of *P. Dura 28* has misspelled the names of both consuls.

Other features of the dating formula are entirely unsemitic. The order in dates of Hebrew and Aramaic documents and in the medieval

²³On such hypocoristics, see Caquot, *Tessères*, p. 154-57.
²⁴Egypt: Mitteis, p. 88; Palestine: *Mur. 18* and 118; Nabataea: Document 6, Yadin, *IEJ*, XII, 241; Syria: *P. Dura 25*, 31; and cf. Luke 3.1 and the dating prescripts of the *Doctrine of Addaeus the Apostle* and the *Acts of Sharbil*. The indices to *Inscriptiones Graecae ad res Romanas pertinentes*, Vols. I and III, show dating by years of the emperors only in Bithynia and Pontus, Cyprus, Egypt, Palestine, Syria, and Arabia. The Mishnah requires bills of divorcement to be dated by the year of the emperor (*Giṭṭîn* 8.5; see the commentary of Albeck [Jerusalem, 1954], pp. 297, 405); cf. *Mur. 18* and *TP, Giṭṭîn* 8.5, p. 49c.
²⁵Such is the implication of *M. Giṭṭîn* 8.5.
Hebrew formularies is day, month, year. In the Greek date, the prevailing order is year, month, day, which is the order here, except that the local designations of the year have been inserted between the month and the day.

The era of the colony of Edessa is described as that of its "freedom," probably its freedom from its own local dynasty. Cf. Bellinger, YCS, V, 152; E. Bickerman, Chronologie (Leipzig, 1963), p. 46. To Bellinger's chronological studies of the era of the colony in YCS, V, add André Maricq, "Hatrat de Sanatrouq," Syria, XXXII (1955), 278, n. 3. On the titles of Edessa, see Bellinger, op. cit., 143, n. 4.

4-5. Dating by eponymous priests was a common practice in the ancient world; at Dura there were four. P. Dura 28 shows that there was only one at Edessa, though the Christian Syriac Acts of Sharbil date the fifteenth year of Trajan by two eponymous priests and the Syriac Doctrine of Addaeus the Apostle speaks of two high priests of Edessa. The Christian writers simply refused to leave the eponymous priesthood to a pagan alone and included the Christian bishop. In the Acts of Sharbil Barsamya is the name of the second eponymous priest and of the Christian bishop. Sharbil alone is called the chief priest. Later Syriac martyrdoms replace the eponymous priest by only one name, that of the bishop. Only one of the two chief priests mentioned in the Doctrine of Addaeus need have been eponymous.

5-7. The strategoi evidently became the annual chief magistrates of the city after the Romans ended the dynasty of Edessa. In accordance with the parallels in Greek and Roman inscriptions, "for the second time" refers only to Abgar, son of Hafsai. The names Abgar and Ma'nu (Μάννος) were favorites of the dynasty of Edessa, and Hafsai occurs in aristocratic families there. The name Belshu, which is also the native cognomen of the scribe (line 29), is Akkadian, shortened from Ṣa-Bēl-šu,

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26R. Yaron, "The Schema of the Aramaic Legal Documents" JSS, II (1957), 33-34, 61; so, too, in the documents from the Judaean desert and in the formula at T. Baba Batra 11.2, p. 413, lines 5-8.
28P. Dura 25 and 37.
29Syriac p. 41, line 18.
30Syriac p. 14, lines 5-6 Cureton.
31Syriac p. 42, line 17.
32Syriac p. 42, lines 7-8.
33See Welles, YCS, V, 131, n. 44.
34Welles, YCS, V, 131-32.
"He is Bel's"; the cult of Bel at Edessa is well attested. As one would expect, the native aristocracy and perhaps even the royal family remained prominent in the Roman colony of Edessa.

ii. The Seller's Declarations of Receipt of the Price and Sale of the Slave

Lines 7-10. The seller's declaration begins abruptly with the word "I declare," διαμανεῖ, without any verb of saying in the third person. In the terms used by papyrologists, this document is a "subjective homology." To my knowledge there is no parallel to this aspect of P. Dura 28 among surviving ancient witnessed documents. The formulary of Hay, however, presents something of a parallel. In Jewish practice documents were formulated as the statement of the witnesses testifying to what they have seen and heard, and hence the verb of saying in the third person must appear, but thereafter the document continues q' mwdyn', "I declare...."

P. Dura 28 is the earliest extant Semitic bill of sale in the form of a homology; however, the Mishnah takes the existence of such bills for granted, and the bills of conveyance in the formulary of Hay are all homologies. In Greek bills of sale from Egypt, this form first appears in the first century B.C. and under Roman rule becomes the sole form for bills of sale.

On the buyer's names and patronymic, see above, notes to transcription and synopsis of grammar and orthography, and Welles, YCS, V, 140, n. 80.

Another peculiarity sets P. Dura 28, along with the medieval Jewish formularies and the Greek Parchment 2 from Avroman, apart from almost all other known ancient bills of sale in Greek, Hebrew,

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37Gulak, pp. 2-6. Avroman 1 and 2 are homologies.
38Pringsheim, p. 124, n. 2.
40Not, however, Avroman 3; Avroman 1 has no verb of sale or conveyance in the declaration – rather, the sum of money received is called the price of the vineyard.
41A parallel exists in the Alexandrian synchroesis documents (Mitteis, pp. 182-83). However, they represent an entirely different procedure and documentary
Aramaic, cuneiform, and demotic: the declaration of receipt of the price precedes the declaration of sale.\textsuperscript{42} Since the medieval Jewish formularies follow the practice of the Jewish academies in Babylonia, perhaps here is a significant difference between legal practice in the Roman world and among the Greek and Semitic subjects of the Parthian and Sassanian Empires. The problem deserves further study.

10. There are difficulties in the syntax of this line. Torrey translated the first word as "a purchase," meaning that the slave was bought, not home-born. The word then is a feminine noun in the \textit{status absolutus}, a possible construction, particularly in an early text.\textsuperscript{43} However, neither in the few extant ancient slave sales nor in the medieval formularies is there any parallel for so describing the slave; on the contrary, one would expect note to be taken only if the slave was home-born.\textsuperscript{44}

There may be a helpful parallel in the declarations of sale in the medieval Jewish formularies. In them, at the corresponding point of the clause, appears the word \textit{zbyny} (sale), as a cognate accusative, but there the word is needed as a noun for the adjectives describing the sale as final and irrevocable. Here a cognate accusative would seem to serve no purpose.

Difficult, too, is the presence of the word \textit{thw'}. It can hardly be construed with \textit{zbyn'} as an expression of the buyer’s taking possession, "Bought let her be!" The grammar and word order would be odd,\textsuperscript{45} the formula unparalleled\textsuperscript{46} and out of place in a statement of the name and specifications of the slave. Hence, the word presumably is to be construed with what follows. But in normal Syriac, the imperfect of "to be" is not a simple copula but has a modal force, such as "let her be..."; that would be a strange way to state the slave's age, especially that of a handmaid past the bloom of youth. \textit{Neg. 135}, a slave-sale from Ascalon showing considerable Semitism in its language and formulation, alone among Greek documents introduces the age of the slave with the participle \textit{onta}. But the participle of \textit{Neg. 135} is good Greek; the imperfect here is odd Syriac, though the scribe otherwise seems well-trained.

\textsuperscript{42} Cf. Welles, YCS, V, 101, n. 39.
\textsuperscript{43} Nöldeke, sec. 202.
\textsuperscript{44} Welles, YCS, V, 103, n. 48.
\textsuperscript{45} See Nöldeke, sec. 300.
\textsuperscript{46} But cf. the Middle Assyrian sale formula, Koschaker, pp. 28-30.
One must always hesitate to emend a legal document, especially one written by an evidently experienced scribe. Nevertheless, parchment was expensive, and an erasure might have invalidated the document. Hesitantly, therefore, as the basis for my translation, I suggest that the scribe wrote zbyn' too soon; in order to set off the declaration of the slave's age as a sort of parenthesis, he inserted the verb thw'. If so, zbyn' is to be construed with mn $by' and as a predicate adjective in the status absolutus. Literally translated, line 10 becomes, "She was purchased (she is 28 years old, more or less) from her captors." It is, indeed, usual for a bill of sale to mention how the seller acquired the property, and on the basis of parallels in other documents, one would expect this to be expressed by something more than a prepositional phrase.

The phrase "more or less" occurs in demotic and Semitic documents as early as Old Babylonian deeds and is found also in Greek papyri. By it, the sale is agreed to be final regardless of whether estimated measurements are too large or too small.

$by' can be vocalized in two ways, as the abstract and collective šebhČ (captivity) or as the plural šabbāyē (captors). The latter is suggested by the parallels in other documents of sale, which name the previous owner, not the previous status of the slave or other property, and also by the language of a hymn to the Virgin Mary to Jacob of Sarug. Here and in the hymn and at Joel 4.8 the word probably means "slave-dealers," a usage which hitherto has been unrecognized. See TB Gittin 58a; Joel 4.8 (reading šabbā'īm for šebā'īm; cf. Greek Joel 4.8 and Jerome's comment, quoted at F. Field, Origenis Hexapla, I, 966). Like Greek andrapodistēs, the word can also mean "marauder" (see TP Terumot 8.3, p. 46a).

To my knowledge, no other Aramaic document introduces the clauses following the declaration of sale and receipt with a formula like "under the following terms." The wording here probably is translated from a Greek model.

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47P. Dura 25, lines 24-25; 26, line 9; K. 12, lines 4, 12; Avroman 1, A, lines 11-12, and B, lines 12-13.
48But note the prepositional phrase in line 18.
49San Nicolò, pp. 208-209; M. Baba Batra 7.2 – see Gulak, p. 99. The words are found in Milik II, as corrected by B.M.V., p. 147, note to line 14; Mur. 22 and 30.
51Cf. Avroman 1, line 15 (ēf'  поск).
III. The Kyrieia Clause

This formula occurs in documents from the Judean desert and in the medieval formularies and, as a unit, can be traced back as far as the Aramaic papyri from Elephantine; elements of it can be found in Mesopotamian, Ugaritic, and Egyptian documents of the second millennium B.C. In Greek documents the earliest instance known to me is Avroman 1 (88 B.C.); in Greek bills of sale from Egypt the clause first appears in the second Christian century. Like the defense clause (lines 12-15), the kyrieia clause over the centuries increases in verbosity down to the prolix heaps of synonyms in the formulary of Hay. The verbosity comes as subtle traders find the word by itself too vague to express the nuances of ownership, and later as the words used to supplement it change their meanings—the conservatism of documentary style retains all the obsolete expressions while adding the new ones. Hence, if the low number of verbs defining ownership is a criterion, K. 3, K. 12, Milik II, Mur. 30, P. Dura 28, and Avroman 1 are more primitive in formulation than the other Greek papyri.

IV. The Guarantees

Lines 12-18. The seller (a) guarantees to defend title to the slave against challenge by a third party, (b) renounces all means of revoking the sale, and (c) grants the buyer a period of six months within which he may receive satisfaction should the slave be somehow unsatisfactory—the exact nature of the circumstances and the satisfaction is obscure because of the illegibility of the document. This combination in contiguous clauses following the kyrieia clause, of guarantee to defend, renunciation, and assurance of satisfaction for defects, recurs in the formularies of Mahzor Vitry and Bargeloni but

52Milik II; Nabataean Document 2, Yadin, IEJ, XII, 241; cf. Mur. 30, lines 22-23.
55Mitteis, pp. 182-83.
56Cf. Yaron, Biblica, XLI, 257.
58Note, however, the elaborate kyrieia and defense clauses in Nabataean documents mentioned by Yadin, IEJ, XII, 241, 249.
59In the order kyrieia, defects, renunciation, defense. In Mahzor Vitry and Bargeloni the renunciation clause begins with the statement that the seller has retained no share in the slave. In Hay, first comes a statement that the seller has retained no share and that the buyer has received full possession, and then the kyrieia, defects, and defense clauses.
in no other ancient document known to me. The guarantees of *P. Dura* 28 stand with those of the medieval Jewish formularies also in lacking a penalty clause for nonfulfillment.

The juxtaposition of defense and renunciation clauses is logical and has parallels in bills of sale from many areas of the ancient world. Also logical is the juxtaposition of the seller's renunciation of the means of revocation and a clause allowing the buyer a period of grace: the seller is denied the right to revoke the sale, the buyer is conditionally granted it.

a. The Defense Clause


13. *'w nthg*. The translation in W.F.G. follows Torrey, "or talk against." The Syriac word, however, does not mean simply "talk" but at least "raise a claim." The Syriac verb can also mean "plot," so that perhaps it means here "raise a false claim," but parallels suggest that the added word is another instance of the piling up of synonyms in documentary formulas. Compare the inflated defense clause of Bargeloni's formulary, "dykwm wyt'wn wyhgh wyšt'y wy'r'r šwm dyn wdbrym b'wlm 'I plwny zh...."

15. *b'gdh*. Though the reading is beyond doubt, the idiom, literally, "in [or subject to] the fortune of," is strange, whereas the medieval Jewish formularies have the common idiom "in the hand of," suggesting the easy emendation *b'ydh*. Nevertheless, again it is well to beware of emending a document written by a good scribe. The strange idiom may be attested in a story in the Palestinian Talmud. A fire broke out (on the Sabbath) on the property of R. Jonah (fourth century); he refused to let his Nabataean neighbor put it out, whereupon the Nabataean held him responsible for damages should the fire spread, using the formula

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60 Old Babylonian and Assyrian slave-sales have no *kyrieia* clause, but do have a renunciation clause followed by a statement that the seller stands surety for designated periods against epilepsy and against contest of title (Koschaker, p. 31; San Nicollo, chap. 2 and pp. 209-23). The clause of standing surety is not found in late cuneiform slave sales, which lack all reference to hidden defects (Petschow, p. 63). In Greek papyri from Egypt, the guarantee against leprosy and epilepsy is included in the declaration of sale, not in a separate clause. *Neg.* 135 contains no renunciation clause.


63 At *Nedarim*, loc. cit., a Samaritan neighbor.
bgdk mdly, "My property is subject to your fortune." The formula "in the fortune of so-and-so" may have had the connotation both of "in his charge" and "in his possession"; cf. mn gdh in line 18, and the use of bršwt in rabbinic Hebrew.

b. The Renunciation Clause

Line 15. This clause is not impersonally phrased but is a declaration of the seller that he has no power to revoke the conditions of the document. Since it does not close the provisions of the sale, the formula here is not analogous to the Greek closing formula, kyria hé syngraphê.

c. The Defects Clauses

Lines 15-18. Partly unread, the first of these clauses is recognizable because of its close affinities to the vocabulary of the Syriac-Roman lawbooks. Syriac legal terminology as reflected here seems to have taken note of the logical connection of the renunciation clause with the defects clause. In the Syriac-Roman laws, the agreement (tnwy) between the buyer and the seller in a slave-sale may be either "good" or "bad" (for the buyer), and the "bad" agreement is defined as one in which one party may not retract against the other (di' 'nš nhpwrk 'l hbrh), with the use of the same root hpk (revoke, retract).

The parallel passages in the Syriac-Roman laws declare the seller of a slave liable for hidden defects for a period of six months, though in a "bad" agreement only for insanity. The first clause here probably indicates the extent of the seller's liability during the six months. I would guess that here all conditions of a "good" agreement apply,

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64 Cf. Brockelmann, ZfS, X, 163. In Mahzor Vitry and Bargeloni, the renunciation clause speaks of the irrevocability of the sale, not of the document.
65 Cf. Welles, YCS, V, 110. One Aramaic equivalent for the Greek formula occurs in K. 9 (line 22-read myšb) and K. 10; another was known to both Talmuds; see Rabinowitz, pp. 112-24, and Gulak, pp. 24-30. The latter occurs in Mahzor Vitry and Bargeloni.
66 L 39, 113; P 19, 20, 35; R I 19, 20, 28; R II 27, 28, 40, 41; R III 39, 114.
67 Equivalent to the Greek καλή or κακή αδρεσίς and the Latin venditio bonis condicionibus or venditio simplaria; see Pringsheim, pp. 481-92. These distinctions and the Greek terminology are attested in a Semitic text of about the same time as P. Dura 28, Exodus rabbah, 43.8, ascribed to R. Levi b. Parta (third century). Read with Oxford ms. No. 147 q'lwrysyn and q'q'rysyn (this confirmation of Perles' and Krauss' emendation of the printed text I owe to Professor Sal Lieberman): "...A man...came to buy a slave. He said to the owner, 'Is this slave you are selling me a good acquisition [q'lwrysyn, καλή αδρεσίς] or a bad acquisition q'q'rysyn, κακή αδρεσίς....'"
68 L 39; R II 28.
69 Cf. Neg. 135. See also Welles, YCS, V, 105-107.
except for liability for flight – the exception being made by common agreement (lines 17-18). With Torrey's reading in line 17, w'n, the resultant clause, "And such was the agreement between them," serves no visible purpose. Hence, read d'n. Pringsheim viewed the clause placing the risk of the slave's flight upon the buyer as a "risk clause," a category he sharply distinguished from defects clauses. The distinction is logical, but the Syriac-Roman laws do treat the tendency to flee as a hidden defect, though as one for which the seller is obligated to refund the price only under certain circumstances.

18. mn gāḥ dtyrw zbwn'. This predicate phrase without a copula is grammatical but somewhat awkward. Perhaps the scribe omitted hw because of the w of w'īktbw.

V. The Statement of Number of Copies and Registry
Lines 18-20. See Welles, YCS, V, 111-12.

19. n'il b'rywyn. In Mishnaic Hebrew, a similar phrase, 'lh b'rk'wt, is used of the registration of documents in official archives. The use of the Hebrew root 'lh surely reflects the Aramaic. On the archives of Edessa, see Welles, YCS, V, 126-27, 135-37.

VI. The Subscription
Lines 20-23. On the subscription (hypographê) in Greek papyri from Egypt, see Mitteis, p. 56. In P. Dura 28, as in P. Dura 26, 27, and 29, and in a notarial practice described in the Palestinian Talmud, the subscription serves as a closing formula to prevent anything from being added to the clauses of the document. Hence, no space is left between it and the operative part of the text. On the name Shamashyabh, see Caquot, Syria, XXXIX, 245.

70It cannot be analogous to the kyria clause of Greek papyri because another operative clause follows (see above, n. 65), nor does it record the procedures of a Roman stipulatio (W.F.G., p. 16; cf. Welles, YCS, V, 110-11).
72The formula does have a separate history; most ancient systems of law, including Jewish law, place the risk of the slave's flight solely on the buyer; see also Welles, YCS, V, 108-109.
73E.g., R 119.
74M. Gittin 1.5; T. ibid. 1.4; T. Mo'ed qatan 2.1; T. Baba batra 8.2-3; T. 'Abodah zarah 1.8; TB Gittin, pp. 9ab, 10b-11a, 44a; TP, ibid., 1.5, p. 43d.
75Remove the reference to a "Strategos-Bahora" on p. 137.
76TP Gittin 10.1, p. 49d; see Gulak, pp. 29-30. The procedure of P. Dura 26-29 sets aside Gulak's hesitations on p. 30.
77See W.F.G., Plate XX, and delete "vacat" in the transcription of P. Dura 26, lines 28-29.
VII. The Signatures

Lines 24-30 and Verso. The normal procedure, described by the Mishnah and found in the documents of the Judean desert and in P. Dura 26, 30, and 32, was for single documents to be signed on the recto only and double documents on the verso only, but the existence of "conflated" procedures such as the one followed here is recognized by the Mishnah and described in the Palestinian Talmud.

In both line 24 and line 25, the Semitic name which follows "Marcus Aurelius" is surely the native cognomen, not the patronymic; here and elsewhere in the Dura documents, names of Roman citizens may appear without the patronymic but never without the cognomen. The first two signers identify themselves simply as witnesses. Hence, one cannot place them in the same category as the archivist Aurelius Mannus and explain the attesting signatures on the recto of P. Dura 28 as being all those of archivists (cf. P. Dura 17 and 25).

The scribe's identifying signature is a feature common in neo-Babylonian, demotic, and Aramaic documents. On its position here after the attesting signatures on the recto, see Yaron, JSS, II, 38-39, and Petschow, pp. 7-8, 44, 70. The vocalization of the scribe's patronymic is assured by the numerous Greek and Latin transcriptions of the name in the Dura documents. On the name itself, see Caquot, Tessères, p. 175; its occurrence at Edessa, Leroy, Syria, XXXIV, 322.

On the verso of a double document the common practice of the Semitic East placed the signature of the conceding party or his literate substitute first and then the signatures of the several witnesses, each signature adjacent to a knot of the tying string, but P. Dura 28 exhibits some strange aspects. The "signature" of the illiterate Mat-Tar'atha appears before that of her husband, her literate substitute, and again as the last of the signatures on the verso. Practices mentioned in rabbinic literature give a key to understanding these phenomena.

At Edessa, four or five attesting signatures may have been sufficient, but in the "conflated" procedure of P. Dura 28, only two witnesses signed on the verso, along with Mat-Tar'atha and her husband. The documentary sheet, however, had five holes for the five knots of the tying string. From the Mishnah and the Tosefta we learn that a double document which did not bear a signature by every one of

78W.F.G., p. 145.
79M. Baba batra 10.1; TP Gittin 8.10, p. 49d.
80P. Dura 26, 29-32.
81Milik II; Mur. 18-20, 28-30, 36, 38; Yadin, IEJ, XII, 237.
its knots was called a "bald" document and was invalid.\textsuperscript{82} One did not, however, have to procure the signatures of legally eligible witnesses to fill the blank spaces. According to some authorities, even the signature of a slave would do.\textsuperscript{83} This is the function of Mat-Tar'atha's second signature.

As for her illiteracy, it is possible that, though illiterate, she could sign her name. If so, it is odd that the letter forms are inconsistent in her two signatures (note especially the ' of mtr'\textsuperscript{4}'); one would expect an illiterate to know only one way of signing her name. But the letter forms in the two signatures are all found in the script of the scribe Marcus Aurelius Belshu, with one significant difference: very few of the letters are joined. Children and illiterates find it easier to copy manuscript "printing" than cursive "writing." Rabbinic sources mention several procedures by which an illiterate can write a signature: a stencil can be cut in another piece of paper and the illiterate can ink the document through it; the illiterate can trace over scratches or markings in lead, gall-nut juice, or spittle on the document itself.\textsuperscript{84} In the case of \textit{P. Dura} 28, none of these methods seems to have been used. With a stencil, both signatures would have been very much alike; in tracing, Mat-Tar'atha probably would not have become confused twice by the sequence 'l np, whereas in line 1 she has omitted the \textit{n}, which has been squeezed in, and in line 5 she seems to have been diffident writing the '. My guess is that the scribe wrote out an example for each line, and Mat-Tar'atha copied them.

The first witness to sign on the verso is one of the two chief magistrates of Edessa. In documents from Dura, too, the first attesting signature is that of a chief magistrate.\textsuperscript{85} His signature may have been required for full validity of the document. As in the documents from Dura, the name of an official appears with his title and without his patronymic.


\textsuperscript{82}T. \textit{Gittin} 8(6).9; M. \textit{Gittin} 8.9.
\textsuperscript{83}M. \textit{Gittin} 8.10; \textit{TB}, \textit{ibid.}, p. 21b-82a.
\textsuperscript{84}T. \textit{Gittin}, pp. 19a-b.
\textsuperscript{85}P. \textit{Dura} 17, 25.
VI. List of Abbreviations
