

## *FIDUCIA CUM CREDITORE CONTRACTA* IN EARLY BYZANTINE LAW?\*

Roman law knew *fiducia cum creditore contracta* as one of the ways in which real security could be given for a debt. All textbooks contain a description; by way of an example I quote from Buckland:<sup>1</sup>

‘This was essentially an agreement appended to a conveyance of property, involving a direction or trust as to what was to be done with it. The recorded cases are in connexion with *mancipatio*, but we are told that it might be used with *cessio in iure*.<sup>2</sup> On the other hand there is no evidence that it could be used with *traditio*. ... [F.c.c.c.] is mortgage, and its rules will best be dealt with in treating the law of “real security”.’

Further on we then read:<sup>3</sup>

‘Ownership was transferred to the creditor, who was to reconvey the property, if the debt was duly paid, and it was usual to agree as to the circumstances in which the creditor might sell it. [Etc.]’

Direct references to f.c.c.c. disappear from the normative sources after the fourth century: to my knowledge *fiducia* is mentioned for the last time in 395.<sup>4</sup> It is generally held that in the Justinianic legislation it was systematically replaced by *pignus* or pledge; indeed, it has been shown that many texts relating to *pignus* originally dealt with *fiducia*.<sup>5</sup> Since Byzantine law has built on Roman law in its Justinianic form, it never ‘received’ f.c.c.c.. Or, more precisely, the term f.c.c.c. or a Greek equivalent is just as absent from the normative sources of Byzantine law as it is from those of Justinianic Roman law.

As already said, f.c.c.c. is a conveyance of property with the purpose of securing a debt, a mortgage or *Sicherheitsübereignung*. One of the general trends of Justinian's reforms was the abolition of ‘useless’ formalities. Among the victims were the difference between *res mancipi* and *res nec mancipi*: ‘let there be the same order of things and places, now that useless ambiguities and differences have been removed’.<sup>6</sup> The *mancipatio* and *in iure cessio* probably had already been swallowed by informal *traditio* in the course of the fourth century. The question may be asked whether actionable *pacta fiduciae* ac-

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<sup>1</sup> W.W. Buckland, *A Text-Book of Roman Law from Augustus to Justinian*, 3rd ed. rev. by P. Stein, Cambridge 1966, 431.

<sup>2</sup> Gai. 2,59.

<sup>3</sup> Buckland, *Text-Book*, 474.

<sup>4</sup> C.Th. 15,14,9. Cf. M. Kaser, *Das römische Privatrecht* II [HAW X.3.3.2], 2nd ed., München 1975, § 250 with n. 3.

<sup>5</sup> See B. Noordraven, *Die Fiduzia im römischen Recht* [Studia Amstelodamensia 37], Amsterdam 1999.

<sup>6</sup> C.J. 7,31,5 a. 531.

companying them were transferred to *traditio* or shared the destiny of the more formally dressed modes of conveyance and faded into oblivion.

This, then, is the situation at the beginning of the Byzantine age.<sup>7</sup> On the one hand we know of the abolition of the difference between *res mancipi* and *nec mancipi* and the interpolation of *pignus* for *fiducia*. On the other hand, nowhere do we read of the abolition of *fiducia cum creditore contracta* or of any other way of *Sicherheitsübereignung*. If documents stemming from legal practice would contain cases of *Sicherheitsübereignung*, we would have to ask ourselves how they would fit into the system of the proto-Byzantine or Justinianic law of real securities. Have such cases been transmitted?

The answer is positive, but first a word about the sources is called for. Our knowledge of legal practice in the late Roman or early Byzantine centuries is almost entirely dependent on papyri,<sup>8</sup> which have preserved a great number of wills, contracts, acknowledgements of debts, settlements of disputes etc.. These documents are invaluable, but they also raise the question of the legal system they represent. Although other areas of the Near East have yielded an impressive number of papyri, the greater part by far stem from Egypt. It is not my intention to go into detail, but no one wishing to use these documents will be able to escape paying attention to two questions: first, are they witnesses of Roman or of indigenous, Egyptian law? — *Reichsrecht* or *Volksrecht* for short; and second, are these Egyptian documents representative of other provinces of the Roman empire? In other words, if we find a case of *Sicherheitsübereignung* in an Egyptian papyrus of the sixth or seventh century, what does this mean?

Let us first look at the evidence. For the Greek evidence I refer to the two papyri, P.Lond. V 1719 and 1723 which have been dealt with by Jan Lokin elsewhere in this volume<sup>9</sup> and to which I shall turn for comparison, but first I should like to concentrate on two documents which have been known for almost a century now but almost entirely ignored by romanists. The first is a potsherd, an ostrakon, edited and translated by W.E. Crum in 1922, which is referred to as O.Mil. 9;<sup>10</sup> the second is a papyrus edited by Crum and G. Steindorff in 1912,<sup>11</sup> discussed by L. Boulard in 1913,<sup>12</sup> and translated by W.C. Till in

<sup>7</sup> I find it impossible to distinguish between late Roman and early Byzantine, and use the terms indiscriminately, although a good case could be made for Justinian as the starting-point of Byzantine law.

<sup>8</sup> Rich material from the earlier period, also on the subject of *fiducia*, has been preserved in the tablets of Pompei and Herculaneum; another example is the so-called formula Baetica. See, most recently, L. Migliardi Zingale, 'In tema di "fiducia cum creditore": i documenti della prassi', *Labeo* 46 (2000), 451-461, with literature.

<sup>9</sup> J.H.A. Lokin, 'Revendication, propriété et sûreté dans le droit justinien', in this volume, 25-33.

<sup>10</sup> W.E. Crum, 'Coptic Ostraca in the Museo Archeologico at Milan and some others', *Aegyptus* 3 (1922), 275-283 (280-281).

<sup>11</sup> W.E. Crum-G. Steindorff, *Koptische Rechtsurkunden des achten Jahrhunderts aus Djême (Theben)*, 1912, repr. with introduction by A.A. Schiller, Leipzig 1971, no. 58.

<sup>12</sup> L. Boulard, 'La vente dans les actes coptes', *Études d'histoire juridique offertes à Paul Frédéric Girard ...*, II (Paris 1913), 1-94 (45-48).

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1964;<sup>13</sup> it is usually indicated as KRU 58. Both originate in Thebes, or Djême (between Qus and Luxor, in the southern part of Middle Egypt), and are dated to the sixth or seventh century. Both are in Coptic. The essence of O.Mil. 9 and KRU 58 is as follows:

O.Mil. 9 is a declaration in the first person singular that Joseph owes two gold *tremisia* to Abraham (?) and — I follow Crum's translation — ‘cede[s] to you the above-named house, which is in the midmeadow. You it is are the lord of the above-named house, in return for your two *tremisia*. (I declare) that no man shall be able to dispute (ἀμφιβέλλειν) with you respecting it. You it is are its lord, until you shall be paid your two *tremisia*.’ The ostrakon is a straightforward conveyance of a house as security for a debt, of which a separate document may have existed as an I-O-Y.

KRU 58 is more complex. The document, on which we note the Greek *invocatio* and *subscriptio*,<sup>14</sup> is a subjectively-styled acknowledgement of a debt of two holokottinoi, owed as from today, to be repayed in forty days, for which the following security is given [in Till's translation]: (l. 9) ‘ich lege mein ganzes neues Haus, das oberhalb der Zisterne ist, (als Hypothek [Till's supplement!])<sup>15</sup> in deine Hand. ... daß du (l. 12) Herr jenes Hauses wirst von seinen Grundfesten bis zur Luft samt dem dazugehörigen Hausrat, bis ich dir diese zwei Holokottinoi zurückgezahlt habe, bis zu den Termin, den ich erwähnt habe. (15) Wenn aber der Termin verstreicht, ohne daß ich es (= die 2 Hol.) gegeben habe, gebietest du über das ganze Haus an der Zisterne, ... Du wohnst (dann) drinnen, vermietest es, verkaufst es und verfährst damit ganz nach deinem Belieben nach vollem Besitzrecht (κατὰ πᾶσαν νομὴν καὶ δεσποτείαν) und ewigem (αἰώνιον) Eigentumsrecht (κατοχή), (20) weil sein (=des Hauses) Preis (τιμὴ) von dir in meine Hand gekommen ist, wie ich es schon gesagt habe.’ At fist sight KRU 58 is either a *hypotheca* with *lex commissoria*, or a *Sicherheitsübereignung* as in O.Mil. 9. The word *hypotheca* is not mentioned.

Before we go into the substance of these two documents, a few words about Coptic legal papyri and their terminology seem to be in order. KRU 58 on its own would be sufficient to remind us that Coptic and Greek were used in the same time and place. In other words, late antique society is a multi-lingual one, and acknowledgement of this fact forces one ideally to consider documents in any language. The least one can do is to be aware of the need to consider a document in a broader context. To interpret these two Coptic papyri in isolation or only in a Coptic context will simply not do. Nor, one might add, leave relevant Coptic papyri out of consideration when studying Greek papyri.<sup>16</sup>

<sup>13</sup> W.C. Till, Die koptischen Rechtsurkunden aus Theben [Sb ÖAkW, phil-hist. Kl., 244,3], Wien 1964, 139-140.

<sup>14</sup> The scribe is the notary Aristophanes, who wrote 21, and probably even 23, documents from the same collection. See Index V in Crum-Steindorff, p. 462.

<sup>15</sup> Obviously the question at stake here is, whether it is a *hypotheca* in the strict sense of the word, or rather a *Sicherheitsübereignung*!

<sup>16</sup> On this see, e.g., the tireless campaigns of Leslie S.B. MacCoull, a number of whose papers have been collected in *Coptic Perspectives on Late Antiquity*, Aldershot 1993.

The close relation between Coptic and Greek terminology of legal papyri is well known.<sup>17</sup> Many Greek loan-words in Coptic testify to this relation. From a methodological point of view it would be best to study Greek and Coptic documents in conjunction. As far as I can see, it is quite possible to see these documents as witnesses of one and the same legal system and to treat the question of their language as a purely accidental feature. Yet, where there is no full unanimity as to the nature of the legal system or systems we find in the Greek papyri, we should not exclude the possibility that a Greek and a Coptic papyrus are in fact witnesses of two different legal systems. For the moment it seems best to keep an open mind and to collect as many instances of legal terminology as we can, before making claims one way or another.

In any case, the fact that our two documents are in Coptic is no reason a priori to assume that we are therefore dealing with indigenous, non-Roman law. There is no such thing as Coptic law.<sup>18</sup> Egypt was a province of the Roman or Byzantine empire for almost seven centuries until the conquest by the Arabs in 641 AD. Documents from sixth- and seventh-century legal practice are in Greek or in Coptic; there is no reason to differentiate between them, especially since we have a few dossiers of cases with documents in both languages. The Greek invocation and subscription of KRU 58, already mentioned above, are further evidence. The legal system of which these documents are witnesses is late Roman or early Byzantine to the extent to which the law of any province of the empire is precisely that. In other words, the onus of proof is on him who denies that a document in Coptic is a representative of Roman or Byzantine law-in-action.

To return to our two documents: whether it is a right of ownership or a *ius in re aliena* that is being transferred, both documents speak of the creditor as from that moment as the **ⲭⲟⲉⲓⲥ**; the lord, master, *Herr*, κύριος of the house. The same word is used in Coptic Bible translations for God the Lord. The ‘cession’ of O.Mil. 9 (l. 9) is stated as **ⲧⲉⲟⲩⲱⲗ** ‘I cede’, from the root **ⲟⲩⲱⲗ** with preposition **ⲛⲧⲛ**, translated by Crum in his dictionary as ‘place with, pledge to’, for which he gives four testimonia, but not this one.<sup>19</sup> The transfer of a right to the house is in KRU 58 (l. 9) **ⲉⲓⲕⲱ ⲗⲁⲧⲟⲟⲩⲕ ⲙⲓⲛⲁⲛⲓ**, literally ‘I put into your hand my house’, which we may compare with the passage further down (l. 20), where the price (τιμή) has come ‘from my hand into your hand’. In my view this ‘putting into your hand’ suggests a transfer of ownership; so already Steinwenter: ‘das Eigentum am Pfandobjekt wird hier schon beim Abschluß des Kreditgeschäfts auf den Gläubiger übertragen ...’.<sup>20</sup> Boulard is inclined to interpret the transaction as a *hypotheca* in the sense of *Verfallpfand*; in a footnote he is evidently thinking of the Coptic root **ⲕⲱ**, which would then be the equivalent of the Greek root θη-.<sup>21</sup> The position of the creditor from the moment of failure

<sup>17</sup> See, e.g., A. Steinwenter, *Das Recht der koptischen Urkunden* [HAW X.4.2], München 1955, passim.

<sup>18</sup> Cf. Steinwenter, *Recht der koptischen Urkunden*, introduction (1-3, esp. 2).

<sup>19</sup> W.E. Crum, *A Coptic Dictionary*, Oxford 1939, cols 506b-507a.

<sup>20</sup> A. Steinwenter, *Recht der koptischen Urkunden*, 29.

<sup>21</sup> Boulard, ‘Vente’, 46-48 with 47 n. 1.

of the debtor is described in terms of (l. 19) νομή, δεσποτεία and κατοχή, which is not very helpful: the triad seems to indicate the creditor's unrestricted right to the house as an owner in the fullest sense of the word.

KRU 58 differs from O.Mil. 9 in one further respect: as noted already by Steinwenter,<sup>22</sup> KRU 58 adheres to the concept of a sale, that is, if we interpret the ΤΙΜΗ (l. 20) as the price and not simply as the value of the house.

At this point a comparison may be made with the two Greek papyri Lond. 1719 and 1723. Their provenance has been described in Bell's edition and their dates have been established as 556 and 577 AD respectively: they stem roughly from the same region and time as the Coptic documents described above. As Jan Lokin has explained, in both papyri the creditor seems to have been attributed the position of an owner as to the objects intended for his security. Substantively these Greek and Coptic texts therefore all document *Sicherheitsübereignungen*. The following notes on their comparison have a very provisional character: obviously, a full investigation of all available material might yield a much richer harvest.

As perhaps already suggested by the Greek invocation and subscription, KRU 58 bears a closer resemblance in form and terminology to the Greek documents than O.Mil. 9 does. It seems therefore easiest to compare KRU 58 with the two Greek papyri and to make some additional comment on O.Mil. 9.

First, Greek loan-words. Of the first full line of KRU 58, l. 5, four out of six words are Greek (one of which misspelt); the next line counts four out of seven. Together they render the familiar terms εἰς ἀναγκαίαν χρεῖαν, ὁμολογῶ, χρεωστῶ, καθαρῶς καὶ ἀκρότως, ἔχω ἐτοίμως and ἀπολογίζομαι. The list could easily be extended. Another striking passage is the description of the position of the creditor: κατὰ πᾶσαν νομὴν καὶ δεσποτείαν and κατοχὴν αἰώνιαν (l. 19), already mentioned above. O.Mil. 9 is less strikingly 'Greek', though not without Greek technical terms, either: εἰς ἀναγκαίαν χρεῖαν (l. 7), χρεωστῶ (l. 9), ἀμφιβάλλω (l. 13).

Second, not all technical terms are Greek loan-words. Some are Coptic; the crucial rendering of 'owner', ΧΟΕΙC (O.Mil. 9 ll. 11 and 14), has already been mentioned. Also remarkable is the 'absence' of ὑποτίθεμαι from the Coptic documents: both Greek papyri describe with this verb the transfer of a right of security to the creditor, while KRU 58 speaks of ΕΙΚΩ ΖΑΤΟΟΤΚ (l. 9) and O.Mil. 9 has ΤΕΟΥΩΖ ΝΤΟΟΤΚ (l. 9-10). If we may think that ΕΙΚΩ has been inspired by ὑποτίθεμαι, again KRU comes closer to the Greek documents than O.Mil. 9 does. The end of KRU 58 (ll. 21 ff.) is very 'Greek' as well: the debtor swears an oath by 'the almighty God and the preservation of our lords, who govern over us at present by God's command' — an interesting formula, which can accommodate any political situation — that he will keep to the validity of this deed (ἀσφαλῆστῆριον?) vis-à-vis the creditor, for whose security he has issued it; it will be secure and valid wher-

<sup>22</sup> *Recht der koptischen Urkunden*, 21.

ever it will be shown (ἐμφανίζειν); and finally, the stipulation: **ΝΧΕΧΝΟΥΓΙ ΝΤΑΖΟΜΟΛΟΓΕΙ** (ἐπερωτηθεὶς ὁμολόγησα). Many Greek papyri end with similar clauses. O.Mil. 9 concludes somewhat differently and more briefly: ‘I, Joseph, ... assent to this sherd; it is a confirmation for you and is valid in every place wherein it may [be exhibited]’ (Crum’s translation). No oath, but a *στοιχεῖ μοι* clause; then the confirmation clause, but no stipulation.

In substance the four documents clearly belong to the same legal culture. Even the Milanese ostrakon, which in my view is slightly more independent of the familiar Greek models than KRU 58, shows clauses which are known from the Greek papyri. Particularly interesting are expressions in which Greek and Coptic go hand in hand, of which the stipulation in KRU 58 (l. 25-6) is a good example: the verb ἐρωτάω has become Coptic **ΧΝΟΥΓ**, but ὁμολογέω has remained Greek.

Unfortunately we do not, to my knowledge, possess other Coptic documents which unequivocally are concerned with *Sicherheitsübereignung*. (Steinwenter refers to two more texts,<sup>23</sup> KRU 16 and CLT 10, which would require a more detailed analysis.)

Steinwenter interprets in his *Recht der koptischen Urkunden* our two texts as witnesses of ‘das Wiederauftauchen der graeco-ägyptischen pfandweisen Sicherheitsübereignung’,<sup>24</sup> the reemergence of graeco-egyptian mortgage. Perhaps this interpretation should not go unchallenged.

The law of real security as we find it in the papyri shows a variety of forms which cannot detain us here,<sup>25</sup> but closest to the concept of Roman *fiducia* — and also to the ancient Greek *πρᾶσις ἐπὶ λύσει* — comes the so-called *ὠνή ἐν πίστει*, or ‘buying in trust’,<sup>26</sup> a name which is in itself somewhat problematic, since we possess only one document<sup>27</sup> which seems to call it by that name. I say, ‘seems’, as doubts have been expressed in the past whether we should consider these words to be a *terminus technicus*. The name has become customary, however, and there is no reason not to use it, as it expresses the fundamental idea underlying this form of security: the debtor ‘sells’ a property or chattel to his creditor, the ‘price’ being the loan or the debt, in trust, to be reconveyed to him on payment of the debt. The elements of ‘sale’ and transfer of ownership are constitutive for this form of real security, which essentially effects a mortgage. Clearly KRU 58 comes closest to the concept of an *ὠνή ἐν πίστει*.

<sup>23</sup> ‘vermutlich auch ...’ (ibid.).

<sup>24</sup> 29-30.

<sup>25</sup> H.-A. Rupprecht, *Kleine Einführung in die Papyruskunde*, Darmstadt 1994, 134-135, with literature.

<sup>26</sup> Cf. J. Herrmann, ‘Zur *ΩΝΗ ΕΝ ΠΙΣΤΕΙ* des hellenistischen Rechts’, *Kleine Schriften zur Rechtsgeschichte* [Münchener Beiträge zur Papyrusforschung und antiken Rechtsgeschichte 83], München 1989, 305-312, with references to earlier literature.

<sup>27</sup> P.Heid. inv. 1278 (111 BC).

These, then, are the documents which may be advanced in defence of the existence of *Sicherheitsübereignung* in the early Byzantine period. Two questions pose themselves: May they be seen as witnesses of Byzantine law? And if so, may we consider them examples of *fiducia cum creditore contracta*?

The history of real security in the Egyptian papyri seems to show a disappearance of the ὄνη ἐν πίστει after roughly 200 AD, whereas other forms of real security such as *hypotheca* and *hypallagma* remain in use.<sup>28</sup> This disappearance, which, it should be remembered, may also be attributable to the capriciousness of transmission of historical documents, led Steinwenter to speak of 'reemergence', when he discussed these Coptic texts dealing with *Sicherheitsübereignung*. This interpretation suggests that *Sicherheitsübereignung* is a non-Roman phenomenon, an indigenous institution incompatible with later Roman law, but one that apparently had been able to maintain itself alongside formal, imperial law.

The late Roman or early Byzantine law of real securities admittedly does not seem to know institutions other than *pignus* and *hypotheca*. If, however, we study Justinian's legislation including his Greek *novellae constitutiones*, we are no longer as sure as we thought we were, as Jan Lokin has explained.<sup>29</sup> The position of the creditor to whom a real security had been ceded is in fact equivalent to that of an owner. It is precisely this interpretation that seems to be supported by Greek and Coptic papyri, and in particular by the two documents referred to above. What we are dealing with, then, is in substance *fiducia cum creditore contracta*, a *Sicherheitsübereignung*. I return to the question as phrased in my title: are these documents examples of f.c.c.c. in early Byzantine law? With some hesitation I am inclined to say yes. I have several reasons for an affirmative answer.

Firstly, the argument already referred to above that the use of Coptic does not compell us to think of indigenous, non-Roman law. Whether in Greek or in Coptic, the legal system represented by the document remains to be determined.

Secondly, the fact that we are seeing real security operating in the form of a *Sicherheitsübereignung* need not surprise us and is no reason to infer that therefore it cannot be Roman law. The institution was never formally abolished in Roman law, and it would not be the first or the only one to be reawakened after having slept for an extended period. In any case it would not be incompatible with Roman or Byzantine law.

<sup>28</sup> Herrmann, 'Zur ὄνη ἐν πίστει'; also A.B. Schwarz, 'Sicherungsübereignung und Zwangsvollstreckung in den Papyri (Aus Anlass von Stud. ital. XII)', *Aegyptus* 17 (1937), 241-282.

<sup>29</sup> Lokin, 'Revendication'. Kaser, *Das römische Privatrecht*, II, § 250 is perhaps over-optimistic in stating that 'Das justinianische Pfandrecht ist wieder ein dingliches Recht an fremder Sache', without adding the complications (314). Cf., on the same page, his n. 14: 'eine neue Gesamtdarstellung des justinianischen Pfandrechts wäre dringend erwünscht', a lament one can only echo.

Thirdly, it could be objected that this is a typical relict of graeco-egyptian law, which always had known this form of real security. One might infer from this phenomenon that the so-called ὠνή ἐν πίστει had continued to exist in Egypt and now resurfaces. Against this one might adduce what already had been noted by Steinwenter, namely that among these documents there is only one, KRU 58, that reminds us of the idea of a sale. O.Mil. 9 is a straightforward *Sicherheitsübereignung*. If these *Sicherheitsübereignungen* have to be explained from the concept of ὠνή ἐν πίστει, it should be noted that they had lost their typical aspect of sale. One wonders whether it is ὠνή ἐν πίστει or *fiducia cum creditore contracta* that reemerges here.

On balance I would not wish to exclude the possibility that we are dealing with *fiducia* as real security, even if it is not called by that name. As to the possible objection of the absence of the technical name of *fiducia*, I would like to conclude with two observations which should be considered before giving a final answer to the question in my title.

The interpretation of documents from legal practice in Egypt and the Near-East has suffered from two sides. On one side there is the assumption that there existed a sharp distinction between Roman and indigenous, provincial law. I would prefer to see the law in the provinces of the Roman empire as an amalgam, a view that I have set forth elsewhere.<sup>30</sup> On the other side discussions have been troubled by a problematic view of Justinianic Roman and therefore also Byzantine law. Too little attention, I would argue, is being paid to the law of procedure. Just as classical Roman law can only be explained against the background of the procedure *per formulam*, later substantive Roman law is accompanied by the procedure *per cognitionem*. The distinctions of the various *actiones* lose their sharp contours: the formal distinction becomes a substantive one at best and a more blurred one in the process. A *Sicherheitsübereignung* may substantively be a *fiducia*, but there is no formal need to indicate it as such for it to be actionable. In legal doctrine the system of *actiones* is being preserved as a vehicle to explain the differences between, e.g., sale and hire, but formally it is no longer actions but ‘subjective rights’ that are being discussed. Insofar as old institutions continue to exist, they are filled with a new content, of which the *litis contestatio* is a good example. A modern exposition of the law of procedure from the point of view of this later, post-classical system is still a desideratum.

Finally, a word about legal texts in Coptic. Whether our two documents are examples of *fiducia cum creditore contracta* or not, which, I repeat, they are at least in substance, it will not do to exclude them from discussion when we are dealing with later Roman or proto-Byzantine law, if only to determine whether they are ‘Roman’ or ‘provincial’. The problem here is, of course, the language. If one learns a little Coptic, it does not take long to discover that there is no help whatsoever available when one is struggling with legal

<sup>30</sup> B.H. Stolte, ‘The Impact of Roman Law in Egypt and the Near East in the Third Century A.D.: The Documentary Evidence. Some Considerations in the Margin of the Euphrates Papyri (P. Euphr.)’, in: L. de Blois (ed.), *Administration, Prosopography and Appointment Policies in the Roman Empire*, Amsterdam 2001, 167-179, esp. 176 ff..



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texts. I can offer two glimmers of hope. One is the fact that much of Coptic legal terminology consists of Greek loan-words, and Greek is a language no decent romanist can do without, if I am not mistaken. The other is the reasonable expectation that where no tools exist, the most primitive *instrumentum studiorum* is already a giant step forward. Surely this is an attractive prospect for those who are prepared to join the work-force?

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