

BGU 4.1104.1-28

P.Berol. 13171 verso

Other translations: Rowlandson, *Women and Society*, pp. 171-172; Evans-Grubbs, *Women and the Law*, p. 268; Burnet, *L'Égypte ancienne*, pp. 260

Scan: Berliner Papyrusdatenbank

Other texts on the same papyrus: “col(umn)” above the text; BGU 4.1104.29-32 and BGU 4.1104.33-35 on the verso and three (?) unpublished texts on the recto (likewise headed by “col(umn)”)

Contract for the return of a dowry (*synchoreisis*)  
April/May, 8 BC

(a) *Addressee*

|<sup>2</sup> To Protarchos,

(b) *Party 1*

|<sup>3</sup> from Dionysarion, the daughter of Protarchos, with as guardian her brother |<sup>4</sup> Protarchos,

(c) *Party 2*

and from Hermione, the daughter of Hermias, a citizen, |<sup>5</sup> with as guardian the son of her brother Hermias, the son of Hermias.

(d) *Cancellation of a marriage contract*

|<sup>6</sup> Dionysarion agrees that the contract that the deceased |<sup>7</sup> son of Hermione herself, Hermias, the son of Hermias, registered with Hermione herself as guarantor |<sup>8</sup> through the same tribunal in the 21st year of Caesar (*Augustus*) in Phaophi |<sup>10</sup> is ineffective |<sup>9</sup> ... on account of the fact that the son of (*Hermione*) herself died,

(e) *Agreement about the receipt of the dowry by the wife*

and Dionysarion herself agrees that she has received back from Hermione |<sup>11</sup> in cash and not through a bank the dowry that she brought in to Hermias with Hermione as guarantor: |<sup>12</sup> clothes worth 240 silver drachmas, |<sup>13</sup> golden earrings and a golden ... ring weighing ... quarters (*1.75 grams each*), and |<sup>14</sup> 100 silver drachmas,

(f) *Agreement about duties after the cancellation of marriage*

(*and*) she agrees that that contract is ineffective |<sup>15</sup> with all that is indicated in it and that neither |<sup>16</sup> Dionysarion nor anyone else on her behalf will proceed against |<sup>17</sup> Hermione or against the things left behind by the deceased Hermias, |<sup>18</sup> neither concerning the dowry nor concerning their joint life |<sup>19</sup> nor concerning anything else whatsoever, written or unwritten, |<sup>20</sup> from the previous times up to the present |<sup>21</sup> day,

(g) *Agreement about a posthumous child*

and because Dionysarion is pregnant, she agrees <sup>|22</sup> that she herself will not take legal action either concerning the child-birth, because <sup>|23</sup> she has been satisfied concerning these matters and it is permitted to her ... to expose <sup>|24</sup> her child and to marry another <sup>|25</sup> man,

(h) *Penalty clause*

and, apart from the fact that the things agreed upon are effective, she agrees, if she transgresses (*any of these provisions*), that she is liable <sup>|26</sup> to the damages and the statutory <sup>|27</sup> penalty (*to the state*).

(i) *Joint request for registration*

We request (*registration*).

(j) *Greeting*

Farewell.

(k) *Date*

<sup>|28</sup> Year 22 of Caesar (*Augustus*), Pachon ...