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FAMILY CONFLICT BY THE DEAD SEA REPEATING ITSELF:
A MICROHISTORICAL ANALYSIS OF P. YADIN I 5 AND I 13

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FAMILY CONFLICT BY THE DEAD SEA REPEATING ITSELF: A MICROHISTORICAL ANALYSIS OF P. YADIN I 5 AND I 13

Introduction

People today usually instruct lawyers when facing a significant opportunity or challenge in their life, the former scenario commonly associated with contracts (for the purchase and sale of real estate especially) and wills, and the latter with conflicts that result in litigation. The position was much the same in the ancient world. For this reason, among the historical evidence that survives, legal documents are uniquely able to reveal significant features of a social setting at a finely granular local level. They can disclose detailed narratives of social interactions that have wider implications for understanding the context in which they occurred, often permitting salutary correctives to, or complexifications of, historical research conducted at higher levels of generality. Documents produced for court cases are especially illuminating because they not only illustrate people's lives, but also their interactions with the local judicial and political powers. This is why, especially when there are a number of them on a related subject in an archive, they play a central role in microhistorical investigations.¹ A non-litigious yet revealing example from the ancient Mediterranean is the sequence of events in 99 CE (discernible in P. Yadin II 1–4)² whereby Shim'on, son of Menahem, purchased a date-palm plantation in Maoza, on the south-eastern shore of the Dead Sea, which he later gave to his daughter, Babatha. Maoza was situated in the Kingdom of Nabatea, which was taken over by Rome and transformed into the Province of Arabia in 106 CE. Such trains of events, which lay bare aspects of the context, have, however, hitherto not attracted the attention of most scholars working on the Dead Sea legal papyri, who have focused largely on their legal dimensions.³

P. Yadin I 5 (110 CE) and P. Yadin I 13 (124 CE) also illustrate what can happen when we adjust our lens to focus on the phenomena to which legal documents bear witness. What makes these two papyri from the Babatha archive so remarkable is that they both concern conflicts separated by fourteen years that ended up in court, yet arose in successive generations of the same family that *concern an almost identical set of facts*, even to the extent that the respective participants bear the same names in each generation. One of two brothers (Jesus) conducting an import/export business in Maoza dies leaving at least one son (also Jesus), and a dispute arises as to the proper financial entitlement of that son vis-à-vis his uncle (Joseph), such dispute culminating in litigation (probable in relation to P. Yadin I 5 and definite in relation to P. Yadin I 13) in the court of the Roman legate of the province of Arabia.

Family Conflict and P. Yadin I 5

In the early summer of 110 CE a Judean living in Maoza, one Joseph, son of Joseph (nicknamed Zaboudos), needed a lawyer, or scribe (Greek λιβλάριος;⁴ Aramaic ספר) as they were more commonly called. He had been engaged in a partnership trading in agricultural products with his brother, Jesus, who had died leav-

¹ See Sigurður Gylfi Magnússon and István M. Szijártó, *What is Microhistory? Theory and Practice* (London 2013). For the method in practice, see Emmanuel Le Roy Ladurie, *Montaillou: Cathars and Catholics in a French Village 1294–1324* (London 1984).

² See Philip F. Esler, *Babatha's Orchard: The Yadin Papyri and An Ancient Jewish Family Tale Retold* (Oxford 2017).

³ For example, Ranon Katzoff and David Schaps (eds), *Law in the Documents of the Judaean Desert* (Leiden 2005); Jacobine G. Oudshoorn, *The Relationship between Roman and Local Law in the Babatha and Salome Komaise Archives: General Analysis and Three Case Studies on the Law of Succession, Guardianship and Marriage*. Studies on the Texts of the Desert of Judah, 69 (Leiden, 2007); Kimberley Czajkowski, *Localized Law: The Babatha and Salome Komaise Archives*, Oxford Studies in Roman Society and Law (Oxford 2017); and Giles Rowling, *Law in Roman Arabia 106–132 CE*, a doctoral thesis accepted by Macquarie University, Sydney, July 2019.

⁴ The word λιβλάριος (a Greek transliteration of *librarius*) appears in P. Yadin I 15, 39; 17, 43; 18, 73; 20, 45; 21, 33 and 22, 39. The more common word for 'scribe', γραμματεύς, does not appear in the Greek papyri of the Babatha archive.

ing a son, also called Jesus, as the heir of his rights in this partnership. As we will see below in relation to P. Yadin I 13, this Jesus was not the deceased's only son. Joseph now needed to determine the value of his brother's share of the business and to provide the resulting amount to his nephew Jesus, while also paying tax due to Caesar. So Joseph went to a scribe. The latter drafted a document taking the form of an acknowledgment by Joseph that he held a considerable sum of money and other assets on behalf of Jesus. This document has survived as P. Yadin I 5, executed on 2 June 110 CE. It is extant in a rather fragmentary state, in the form of upper and lower sections (designated 'a' and 'b' by the editor) of a sheet of papyrus with two columns (the left one designated 'i' and the right 'ii', the former containing the substantive text).⁵ An unknown number of lines between these two sections has disappeared. The investigation of the facts surrounding the drafting and subsequent use of this document – especially in the context of Jesus' later marriage to Babatha, daughter of Shi'mon – throws a bright light on the patrilineal relations⁶ and, as we will argue, family conflict among the unusually wealthy Judeans living in a town on the eastern frontier of the Roman empire.

Phase 1: The Trading Partnership of Jesus and Joseph, Sons of Joseph

The narrative begins with the partnership of Joseph and Jesus, sons of Joseph Zaboudos. They were the only partners (Frag. a, col. i, 13–14; Frag. b, col. i, 1). The document allows us to gain a fair idea of what their business was like. Its core involved trade in named agricultural products: figs (ὄλωνθοι),⁷ wine, dates and olive oil (Frag. a, col. i, lines 10–11). Dates, grown in irrigated plots, as we know from other documents in the Babatha archive, were a major cash crop in Maoza.⁸ Figs grow today under irrigation in nearby En-gedi, so there is no reason why they could not have grown in antiquity in Maoza. Although wine and olive oil were also probably produced locally (and we know from the Hebrew Bible and the Midrash that there were vineyards in En-gedi),⁹ it seems unlikely that the small irrigated plots in towns around the Dead Sea would have been most profitably devoted to the production of wine and olive oil. But wine was cultivated in Judea and Galilee.¹⁰ The brothers probably imported wine and olive oil and exported dates and figs. For this purpose, they would have been able to arrange the transport of products by boat north and south across the Dead Sea.¹¹ Maoza (which is the Hellenised form of Aramaic ܡܘܙܐ; 'the port'),¹² was the port for Zoar. Presumably the brothers imported supplies of wine and oil in bulk and then sold them in Maoza and surrounding areas, while packaging the dates and figs for export. Joseph and Jesus had an investment in a factory (ἐργαστήριον; Frag. a, col. i, 10) and this was probably where the products were weighed (perhaps using the 'scales of Maoza' [ζυγὸν Μᾶοζαζ])¹³ or their volume assessed, and packaged and, possibly, decanted into smaller containers. It was probably also the place where local people came to

⁵ See Naphtali Lewis, with Yigael Yadin and Jonas C. Greenfield (eds), *The Documents from the Bar Kokhba Period in the Cave of Letters*. Judean Desert Studies (Jerusalem 1989) Plates 1 and 2.

⁶ Evidence for the patrilineal social structure of the Judeans of Maoza, at least in the previous century, is found in lines 19–21 of P. Starcky (58–68 CE), where Eleazar states that his father Nikarchos and his paternal uncle Banay have died and that he is the heir of his father and also of Banay, who had died without heir or issue (lines 20–21). For the text of P. Starcky, see J. Starcky, Un contrat nabatéen sur papyrus, *RB* 61 (1954) 161–181 and, as amplified and corrected, Ada Yardeni, The Decipherment and Restoration of Legal Texts from the Judaean Desert: A Reexamination of Papyrus Starcky (P. Yadin 36), *Scripta Classica Israelica* 20 (2001) 121–137.

⁷ Galen (12.133) notes that ὄλωνθοι were the sterile summer fruit of the cultivated fig and this document was signed in early summer.

⁸ See the discussion of date cultivation in Esler (above, n. 2), 69–74.

⁹ Song of Songs 1:14; Yalkut Shimoni Part 2.

¹⁰ See Rafael Frankel, *Wine and Oil Production in Antiquity in Ancient Israel and Other Mediterranean Countries* (Sheffield 1999).

¹¹ There is no sign they owned their own boat or boats.

¹² Hannah Cotton and Jonas Greenfield, Babatha's *Patria*: Mahoza, Maḥoz 'Eglatain, and Zo'ar, *ZPE* 107 (1995) 126–134.

¹³ See P. Yadin I 21, 16 and P. Yadin I 22, 15.

buy the products. Their business was of the sort known as ἐμπορικός in Greek,¹⁴ a word which appears in P. Yadin I 13 (see below). The brothers were also in the business of making loans, since ‘notes of debt’ (χειρόγραφα ὀφειλήματος)¹⁵ are listed as a class of assets (Frag. a, col. i, 9). Such loans are considered in more detail below.

Phase 2: The Death of Jesus and Dissolution of the Partnership

There is much we do not know about this business: for example, how long it had been in operation; whether the two brothers had equal shares (which seems likely but not necessary); which of them was older; or whether they had another brother and, if they did, why he was not a partner too. In any event, sometime before 2 June 110 CE (the date of P. Yadin I 5), perhaps in May of that year, Jesus died. We know of his death from the fact that the document concerns the value of his property (namely 1,120 ‘blacks’; Frag. a, col. i, 14) now held to the credit of his son, also called Jesus, and because reference is made to the repayment of ‘wedding silver’ (ἀργύριον γαμικόν)¹⁶ of 710 ‘blacks’ to the younger Jesus’ mother (Frag. a, col. i, 15), such repayment only likely to occur on the death of the husband (or his divorcing his wife). While the nature and value of ‘blacks’ are disputed, they probably refer to the silver *sela* of the Nabatean kings that were still in circulation after the Roman takeover of 106 CE.¹⁷ Since one *sela* was equivalent to four *denarii*, the sum owing to the young Jesus was a very considerable one, of 4,480 *denarii*.

While there is no mention of any other son of the elder Jesus in the document, we will see below that P. Yadin I 13 provides strong grounds to believe that he had at least one other son. Not only was the value in money terms that was to pass solely to the younger Jesus very large, his uncle also stated his obligation to allocate to him some ἀλλοί (‘courtyards’; Frag. b, col. i, 7), another class of asset altogether. Granted for the time being that the elder Jesus had another son (or sons), what was left that he could bequeath to him (or them) in any way comparable to what he was bequeathing Jesus? He may well have had agricultural plots, since he could also have supervised those who worked in them, especially if they were located in Maoza, even though he was running an import/export business with his brother.

The death of Jesus the elder meant the dissolution of his partnership with Joseph. Although the Nabatean law on the point is unrecorded, under Roman law – and by 110 CE a Roman magistrate in Arabia might choose to apply Roman law in his court¹⁸ – partnership (*societas*) was dissolved when a *socius* died. Furthermore, the reason that Gaius offers for this result (*Institutes* III.152), the personal nature of the relationship, had probably occurred to jurists in other legal systems that recognised something like a partnership: *Soluitur adhuc societas etiam morte socii, quia qui societatem contrahit certam personam sibi eligit*.¹⁹ Although the existing rights and liabilities of the deceased *socius* descended to his heir, the *societas* was terminated.²⁰ The remaining *socii* (and here there was only one) might choose to continue the business or

¹⁴ *LSJ*, 548.

¹⁵ The phrase is a misspelling of χειρόγραφα ὀφειλήματος. These documents, promissory notes in effect, are to be distinguished from the formal ‘deeds of debt’ (διπλώματα δανίου), meaning the ‘double documents’ with an inner and outer text (communication from Professor Andrea Joerdens, May 2022, whose many detailed suggestions on an earlier draft of this article I gratefully acknowledge).

¹⁶ Oudshoorn (above, n. 3, 121) notes that the usual Greek word for dowry, προίξ, is not used here (it appears in P. Yadin I 21 and 22), so that the expression ἀργύριον γαμικόν possibly embraced both the dowry and any money the husband may have added to it.

¹⁷ See Wolfram Weiser and Hannah M. Cotton, ‘Gebt dem Kaiser, was des Kaisers ist ...’: Die Geldwährungen der Griechen, Juden, Nabatäer und Römer im syrisch-nabatäischen Raum unter besonderer Berücksichtigung des Kurses von Sela/Melaina und Lepton nach der Annexion des Königreiches der Nabatäer durch Rom, *ZPE* 114 (1996), 237–287. ‘Black’ may mean the practice of the Romans over-stamping the image of the Nabatean king with one of the emperor after they took over Nabataea (see D. Goldenberg, Babatha, Rabbi Levi and Theodosius: Black Coins in Late Antiquity, *DSD* 14.1 [2007], 49–60).

¹⁸ As originally argued by Ludwig Mitteis in 1891 and now widely accepted; see Kimberley Czajkowski and Benedikt Eckhardt, Introduction, in Kimberley Czajkowski and Benedikt Eckhardt, with Meret Strothmann (eds), *Law in the Roman Provinces*. Oxford Studies in Roman Society and Law (Oxford 2020), 1–18.

¹⁹ Cited from F. de Zuleta, *The Institutes of Gaius: Part I: Text with Critical Notes and Translation* (Oxford 1946), 200.

²⁰ F. de Zuleta, *The Institutes of Gaius: Part II: Commentary* (Oxford 1953) 180.

admit the heir or anyone else to it, but in that case a new *societas* would be formed.²¹ There is no explicit sign of the young Jesus being admitted to the business here, since the document is primarily framed as a debt using a legal device, common in this context,²² consisting of an acknowledgment by Joseph of money held on deposit for the young Jesus (Frag. *a*, col. i, 7–8). Nevertheless, the document envisages that Joseph will give that money to Jesus (Frag. *b*, col. i, 6–9), so that it is not impossible that they both envisaged the young Jesus stepping into his father’s shoes, with payments of the debt assisting him as he did so. Yet analysis of the document provides good reason to believe that the process of the younger Jesus receiving what Joseph acknowledged he was owed, or even joining him in the business, proved problematic.

Prior to the drafting and execution of P. Yadin I 5, Joseph took a preliminary step, namely, having an audit conducted of the assets of the business. This is clear from the use, following a list of assets, of the expression ἐκ πάντων[ν] ὧν εὐρέθη πατρὶ σ[ο]υ καὶ μοι μεταξύ μου καὶ α[ὐ]τοῦ (‘out of everything which was ascertained [to belong] to your father [πατρὶ being a scribal error for πατρί] and me, between me and him’; Frag. *a*, col. i, 12–13). Here the passive verb εὐρέθη indicates a process carried out by a third party, so that it was (actually, or at least ostensibly) independent of Joseph.

When one turns to the details of P. Yadin I 5, one encounters the initial problem of how much of the document has not survived.²³ As noted above, however, there are two substantial fragments, called *a* and *b* with two chunks of text on each, having substantial material in the left column (‘col. i’), with each line having roughly 35–45 letters, but with much less material in the right column (‘col. ii’), with about 15–20 letters per line. A rather ironic feature of the document is that the text in col. i of Fragment *a* gives an entirely different impression of the situation as far as the younger Jesus is concerned than does col. i of Fragment *b*. Readers of the edition of the document unfamiliar with Greek will miss this fact because the editor chose only to offer a translation of Frag. *a*, col. i.

Frag. *a*, col. i begins with the usual dating and place of execution formulae and then sets out the broad legal position established by the document. Joseph, son of Joseph Zaboudos, acknowledges to Jesus, son of his brother Jesus, that he holds on behalf of the former the sum of 1,120 ‘blacks’ as a deposit (παροθήκη) covering his entitlement to his father’s share of the business that embraced silver, contracts of debt, investment in the factory, figs, wine, dates, olive oil and everything else. This amount was additional to the 710 ‘blacks’ of silver Joseph had already provided to his brother’s widow as repayment of her dowry (14–16). Frag. *a*, col. ii contains a summary of the effect of the document. Joseph promises to repay ‘the aforesaid deposit’, possibly including double payment in default, and also committing himself to make a payment to Caesar.

At first sight, this may seem a very favourable arrangement for the young Jesus. Closer inspection, however, reveals lurking problems. All that Joseph is offering is a total sum without any indication of the individual value of each of the classes of asset. If most of the value was in silver, this would probably not matter. But what if the notes of debt, which may have been more or less secure depending on the financial position of the debtors, formed a large component? Moreover, what if there were countervailing debits that required offsetting against the sum of 1,120 ‘blacks’ specified in this early part of the document, for example, payments still owing by the partnership for goods received? Or if there were debits to Joseph’s account only but which he was likely to pay out before he paid the young Jesus?

Frag. *b*, col. i reveals that these risks were not just hypothetical. Lines 1–9 (10–14 only having a few letters in each) run as follows (following Lewis’ reading of the text):

1. ὧν ἡγοράκαμεν ἐγ[ώ] καὶ [ὁ πατήρ σου]
2. καὶ χωρὶς δι[ι]πλωμάτων δι[α]νίου [τριῶν] ὅτι δύο ἐξ [αὐτῶν]
3. κατὰ Θεσσα[ο]ς Θάμμανος καὶ τὸ ἄλλον τρίτον τρίτον κατὰ Να-
4.ελλουαίου τοῦ Αζα ὅτι ἐστὶν ἐν ἀργυρίῳ μελαίνας
5.κα[.δ]ύω [Θ]εννα Θαμμάνου ἀργυρίου δηνάρια Τύρια

²¹ de Zulueta (above, n. 20), 180.

²² Lewis (above, n. 5), 35.

²³ See Lewis (above, n. 5), Plates 1 and 2.

6.]ο.α[.]εξ[.]ειν έντ[.]ιοι[.] έννέα ίνα δώσω σοι
 7. τὸ προγε]γρα[μ]μέν[ον] ἀ[ργ]ύριον [τοῦ] Ἄζ[α] μερίσ[ω] σοι τὰς ἀὐλὰς
 8.]τῶ [π]ρο[γ]εγρα-
 9. μμένω] ἀργυρ[ί]φ [Ἰω]άν[ου] τ[οῦ] Μα]χουθ[α] ὡς αἰ δίκαι ε[

And in (my) translation:

1. of what we have bought, I and [your father,
 2. and without three deeds of debt, that is, two of [them
 3. con]cerning Thennas Thammanos and the third third (sic) concerning Na-
 4.ellou ... aiou the son of Azas that is in silver blacks
 5. of Thennas son of Thammanos in silver Tyrian denarii
 6. nine so that I will give to you
 7. the aforesaid silver of the son of Azas. I will allocate to you the courtyards
 8. by means of the aforesaid
 9. silver of John, the son of Machouthas, as the law-suits

These lines indicate that there are real issues with Jesus being repaid some at least of the money owed to him. The expression διπλώματα δανίου in line 2 probably means ‘deeds of debt’, in the ‘double document’ form.²⁴ Their subject is probably loans from the partnership to local people. That they are preceded by χωρίς (‘without’, ‘apart from’) indicates that documentation of the formal ‘double document’ kind is lacking and, by necessary implication, that they are unpaid. Three loans are then specified as falling into this category: two to Thennas Thammanos and one to the son of Azas. This interpretation is confirmed by Joseph’s statement (lines 6–7) that he will pay the aforesaid silver of the son of Azas to Jesus. The same presumably applies to the two loans from Thennas Thammanos. In addition, Joseph indicates that he will allocate ‘the courtyards’ to Jesus. Presumably the courtyards had been proffered as security for loans from the partnership and had been seized as a result of non-payment. There also seems to be a prospect of money coming to young Jesus from John the son of Machouthas (apparently another debtor of the partnership) as a result of certain law-suits in which he was involved.

Lewis opines that Frag. *b*, col. i of the text ‘appears to relate to *additional* moneys to be paid over (δώσω, line 6) to Jesus in the future, when collected or adjudicated (αἰ δίκαι, line 9).²⁵ This is implausible. Fragment *a* of the document unambiguously provides that the value of young Jesus’ share of the business, the totality of the business – πάντα ὑπάρχοντα (‘all assets’; 8–9) – is 1,120 ‘blacks’. This totality includes χιρόγραφα ὀφιλήματος (‘promissory notes’; 9), which must cover the loans mentioned in Fragment *b*, and (assets) ‘of every kind’, ‘great or small’ (12), which encompass the courtyards. The legal effect of the provisions in Frag. *b*, col. i is to protect Joseph by attaching conditions to his obligation to repay the full amount of the money until debts owing to the partnership are repaid and lawsuits involving another partnership debtor successfully concluded. The contingencies in relation to debts are such as to render the figure of 1,120 ‘blacks’ rather shaky.

Moreover, there are two other areas of concern. Frag. *b*, col. i, 1 begins with the words ‘of what things we have bought, I and [your father]’, most likely a reference to the brothers’ purchase of trading stock, and there is then a *vacat* of about half a line followed by καὶ χωρίς (‘and without’) at the start of line 2, relating to deeds of debt, as mentioned above. The most likely issue with trading stock is that the brothers had not yet paid the price in whole or in part. Since the brothers’ business appears to have involved import and export, cash payment at the time of receipt of goods would not always have been possible. This suggests that some form of credit arrangements would be needed and these were well known in the Roman world.²⁶

²⁴ See n. 15 above.

²⁵ Lewis (above, n. 5), 39 (emphasis added).

²⁶ Some of the tablets from Murecine archive of the Sulpicii (first century CE) related to credit for the shipping of goods: see David Jones, *The Bankers of Puteoli: Financing, Trade and Industry in the Roman World* (Stroud 2006), 103–117. I am grateful to University of Gloucestershire doctoral student, Richard Cleaves, for this reference.

Such arrangements, however, entail that at particular times traders will be in debt to their suppliers. Even if the 1,120 ‘blacks’ owed to Jesus was net of such a liability, this provision may well have allowed Joseph to pay off any trading creditors before he paid Jesus the full amount of his debt. The second additional concern centres on whatever tax was payable to Caesar. Even if this was a debit to Joseph alone, might he not choose to pay Caesar first in preference to his nephew? The only inheritance tax under Roman law was the *vicesima hereditatum*, of 5% as the name implies, instituted by Augustus in 6 CE, but it was only levied on Roman citizens.²⁷ The Nabateans may have had an inheritance tax which the Romans could have continued. The Nabateans certainly imposed an annual tax on agricultural land.²⁸ Alternatively, the tax may have been levied on the value of goods sold while the partnership was a going concern yet remained unpaid. Even if the tax was solely to Joseph’s account, the risk was that he would pay it before he paid Jesus.

The terms of the deed of deposit thus raise the likelihood that Jesus had a very complex path ahead if he was to receive the 1,120 ‘blacks’ from his uncle, or anything like that sum. The circumstance that on his death he only left 400 denarii available for his and Babatha’s son,²⁹ a far cry from the 4,480 denarii he should have received from his uncle, provides support for this view. The provisions described above indicate numerous areas of potential dispute between Jesus and his uncle, with any such dispute almost certainly ending up in the court of the provincial governor. The number of lawsuits revealed in P. Yadin I 13–15 and 20–26 suggests that the Judeans of Maoza were willing to resort to litigation when their interests were threatened. That such litigation was indeed commenced is made likely by the very existence of P. Yadin I 5 in the form we have it and the fact that Babatha retained it in her possession, issues to which we now turn.

Phase 3: Jesus, son of Jesus, Sues His Uncle before the Roman Governor

The feature of P. Yadin I 5 that immediately captures our attention in this regard is that it is almost certainly a Greek translation (and hence a copy) of an Aramaic document. Kimberley Czajkowski has recently suggested that this document may be a copy ‘connected to the Roman administrative or legal system’.³⁰ Six considerations push us in this direction.

Firstly, on line 1 of Frag. *a*, col. i Lewis deciphered the letters]ρμη[]ί[which he interpreted as ἐ]ρμη[ve]ί[α. This is a very plausible suggestion. The *rho* and *mu* are still clearly visible on a recent photograph³¹ and the downstroke (of the next letter) that is also still visible is consistent with how this scribe draws an *eta*.

Secondly, there are some Aramaisms in P. Yadin I 5. The expression in Frag. *a*, col. i, 11–13 ἐκ παντὸς τρόπου μικροῦ καὶ μεγάλου ἐκ πάντων ὧν εὑρέθη (‘from every kind [of thing] small and large from everything that was found’) is based on an Aramaic clause (מן כל מנדעם ועיר וסגיא ומן כל די אשתכח). So too is the statement διπλωμάτων δανίου τριῶν ὅτι δύο ἐξ αὐτῶν that renders תרין מן תלתא, חד מן תרין in Frag. *b*, col. i, 2.³²

Thirdly, on the right-hand side of Frag. *b* there is a list of names running down the page.³³ The same hand has executed the text and the names, which explains why Lewis notes that at ‘the end of the docu-

²⁷ Barbara R. Hauser, *Death Duties and Immortality: Why Civilization Needs Inheritances*, *Real Property, Probate and Trust Journal* 34 (1999), 363–402, 367.

²⁸ We learn this from the provisions for this tax in P. Yadin II 2 (lines 13–14 and 37) and 3 (lines 15 and 41); for the texts, see Yigael Yadin, Jonas C. Greenfield, Ada Yardeni, and Baruch A. Levine, eds., *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri*, *Judean Desert Studies* (Jerusalem 2002), 201–244.

²⁹ The money invested for the son produced two denarii a month (P. Yadin I 27) at an annual interest rate of six percent (P. Yadin I 15, 25).

³⁰ Czajkowski (above, n. 3), 70, n. 30. Oudshoorn (above, n. 3), 117, on the other hand, suggested it was ‘hard to explain why it was written in Greek at all.’

³¹ See the colour photos on the Leon Levi website, especially <https://www.deadseascrolls.org.il/explore-the-archive/image/B-497972> (accessed 16 July 2022).

³² See Lewis (above, n. 5), 15 for these examples.

³³ See the colour photos at <https://www.deadseascrolls.org.il/explore-the-archive/image/B-508207> (accessed 16th July 2022).

ment the scribe listed the names of the seven witnesses'.³⁴ First in the list is Onias the son of Simon (spelt 'Snimon'). Then, under the word *μόρτυρες*, come: Joseph, the son of John; Eleazar, the son of Judah; Simon Manounios; Simon, the son of ?; Simon, the son of Simon; and Judah, the son of Korainos. Under these the letters *vvας* are visible, presumably, as Lewis suggests,³⁵ referring to Thennas, the son of Thamanos (who is mentioned as a debtor in this fragment). These are all names of Judeans, probably including Thennas, whose father's name is Aramaic, not Greek.³⁶ Here the scribe is replicating what was originally an important private document and the large number of witnesses reflects this; similarly, P. Yadin II 7, Shim'on's gift of properties to his wife, has six witnesses. The curiosity here is that this is the only Greek document in the Babatha archive containing such a list of witnesses, save for the summons P. Yadin I 14 (where a list of witnesses appears in lines 35–44 of the outer text), although in P. Yadin I 14 the witnesses also sign on the back in Aramaic (except for the presumed Greek Thaddeus, son of Thaddeus, who signs in Greek). In other Greek documents, moreover, the witnesses sign for themselves on the verso, alongside the tied knots of the upper text and perpendicular to the fibres of the papyrus and the writing on the recto, and in every case of someone recognisably Judean (based on onomastic considerations) that person signs in Aramaic, not Greek.³⁷ This is also the pattern with most of the Aramaic documents in the archive.³⁸ Apart from in P. Yadin I 14, the scribe never lists the names of the witnesses on the recto of the papyrus.

Fourthly, P. Yadin I 5 was drafted only four years after the Kingdom of Nabatea, which had operated in Aramaic, had been seized by Rome and turned into the Roman province of Arabia, which was administered in Greek, including in the legate's court. For many years after 106 CE, however, Judeans and Nabateans continued to have private legal documents drafted in Aramaic, as we can see from P. Yadin II 6 (119 CE), II 7 (120 CE), II 8 (122 CE), II 9 (122 CE) and II 10 (between 122 and 125 CE). The private documents from 128 CE onwards are in Greek (P. Yadin I 17, 18, 19, 20, 21 and 22). This pattern suggests it is likely that the original P. Yadin I 5, from 110 CE, was drafted in Aramaic.

Fifthly, the witnesses do not appear to have signed on the back of the document, which differentiates this document from P. Yadin I 14. Although a photo of the back of P. Yadin I 5 does not appear in the edition nor on the Leon Levi online site, the author obtained copies from the Israel Antiquities Authority. In essence, the back is blank. There are a few faint black markings which are not identifiable as Greek or Aramaic and only one clearly visible letter, a z shape, running with the fibres not across them, which is out of keeping with other witness signatures. Of distinctly written witness names, there are none. Yet when editing this text over thirty years ago Lewis observed: 'On the back there survive very small fragments of the witnesses' own signatures, some in Aramaic and some in Greek.'³⁹ This statement is inconsistent with the fact that we would have expected seven Aramaic witness signatures. So this comment cannot have been correct even if he saw such letters. While letters Lewis could see thirty years ago may have disappeared in the meantime, the main problem with his position is simply that there is no sign of the signatures that are so clearly visible in all the other documents. This factor suggests that the scribe who produced a Greek version of the original Aramaic form of P. Yadin I 5 did so some time after the original was drafted when the witnesses were not present to sign on the back of the document (as, on the other hand, they were in relation to P. Yadin I 14).

³⁴ Lewis (above, n. 5), 36.

³⁵ Lewis (above, n. 5), 40.

³⁶ Tal Ilan, *Lexicon of Jewish Names in Late Antiquity. Part I: Palestine 330 BCE – 200 CE* (Tübingen 2002), 434.

³⁷ Also see P. Yadin I 11 (Plate 4), P. Yadin I 12 (Plate 6), P. Yadin I 15 (Plate 12), P. Yadin I 16 (Plate 14), P. Yadin I 17 (Plate 16), P. Yadin I 18 (Plate 19), P. Yadin I 19 (Plate 21), P. Yadin I 20 (Plate 24), P. Yadin I 23 (Plate 31) and P. Yadin I 26 (Plate 35). The pattern is slightly different in the two related documents, P. Yadin I 21 (Plates 25 and 26) and P. Yadin I 22 (Plates 27 and 28), where the names of the attesting witnesses, signed in Aramaic, appear at the bottom of the recto (where the text above is in Greek).

³⁸ P. Yadin II 6 (in Judean Aramaic) and P. Yadin II 9 (in Nabatean Aramaic) are different, however, in that the signatures of the witnesses appear on the recto and running parallel to the text: see Yadin (above, n. 5), 258–260 (P. Yadin II 6) and 269–273 (P. Yadin II 9).

³⁹ Lewis (above, n. 5), 36. Perhaps he had another document in mind?

On the basis of this reasoning, we conclude that P. Yadin I 5 is not an original document but a Greek translation of an earlier Aramaic original. It is almost certain that Jesus, son of Joseph, at one time (presumably at the time of its execution) possessed an original of the document in Aramaic. It was the vital evidence of his uncle's very significant indebtedness to him. Two questions arise from this. First, why does the document only survive in a Greek translation? Secondly, what is it doing in Babatha's archive?

As to the first question, we do not know when the translation was prepared, but since we can deduce from later documents in the archive that Jesus, Babatha's husband, died in late 123 to early 124 CE,⁴⁰ the latter date represents the document's *terminus ad quem*. The translation was made during the fourteen-year period after its original was executed. The fact that the Roman administration in Arabia, including the court presided over by the legate, operated in Greek makes the translation of the original document into Greek almost certainly a sign of an interaction with that administration.

There seem to be only two possibilities for that interaction. The first is that the document was translated in relation to tax that became payable upon the death of Jesus, son of Joseph, or from trading activities prior to the dissolution of the partnership with his brother Joseph, as mentioned above. But if that was the case, why not just deploy a much shorter document that recited the facts and acknowledged the liability arising therefrom? A document like this would be provided to the Roman administration with the amount due and a receipt obtained. Why go to the trouble of having a translation of P. Yadin I 5 prepared and why would the Romans want their records burdened with documents like this that raised a whole range of issues extraneous to the question of fiscal liability? Furthermore, P. Yadin I 5 makes clear that it is Joseph who is assuming liability to pay the tax, so why would Jesus have needed such a translation to be prepared?

We are left, therefore, with the second possibility. This is that P. Yadin I 5 was prepared for submission to a Roman court. Rachel Mairs has noted that there are instances in ancient Egypt of Demotic documents that were translated into Greek in order to be tendered in a Greek court case, a practice that appears to have begun in the mid second century BCE and continued into the first century CE. These were relatively literal translations, 'preserving the phraseology of the Demotic original, not recasting it in the form of a Greek legal document', with the Greek functional in nature and only those parts of the document being translated that were necessary in the case.⁴¹ P. Yadin I 5 makes very good sense as such a document, with some of its Aramaic features (as noted above) preserved and the complexity of the issues thrown up by the dissolution of a trading partnership explaining why it needed to be translated *in toto*. Moreover, the only credible judicial context for such a document was in proceedings before the Roman legate by Jesus against his uncle Joseph for non-payment of some or all of the debt. The scribe probably recorded the witnesses' names on the front of the document for the benefit of Roman magistrates or officials who did not know Aramaic.

While the very existence of P. Yadin I 5 is good evidence for such litigation, two other factors point in this direction. The first is that the factual and legal position affecting whether Jesus, son of Joseph, received all of the money owed to him under the document was inherently unstable. Disputes, affecting how much Joseph paid his nephew and when, could have arisen in the relation to the three areas mentioned above: bad or doubtful debts; the non-occurrence of contingencies; and the payment of liabilities still owed by the partnership. Since one debt in the first category was or had been subject to existing law suits (the δίκαι of Frag. b, col. i, 9), it was likely that such issues fed into the enforcement of P. Yadin I 5 itself. Secondly, as already noted, the Judeans of Maoza (many of them reasonably wealthy) were open to settling disputes in

⁴⁰ He was certainly dead by the second half of 124 CE, since that is the date of P. Yadin I 13 that refers to his infant son, over whom two guardians had been appointed four months earlier, with P. Yadin I 12, dated between 27 February and 28 June 124 (Lewis, above, n. 5, 47), being the extract from the minutes of the meeting of the council of Petra that made the appointment.

⁴¹ R. Mairs, Hermēneis in the Documentary Record from Hellenistic and Roman Egypt: Interpreters, Translator and Mediators in a Bilingual Society, *Journal of Ancient History* 8 (2020), 50–102, 55–64. Also, for thirteen of these texts, see R. Mairs, κατὰ τὸ δυνάτον. Demotic-Greek Translation in the Archive of the Theban Choachytes, in J. Cromwell and E. Grossman (eds), *Beyond Free Variation: Scribal Repertoires in Egypt from the Old Kingdom to the Early Islamic Period* (Oxford 2018), 199–213.

court. To take Babatha, the example we know best, in the space of only eight years (124–132 CE) she was involved in five sets of proceedings, as both claimant and defendant.⁴²

We have no evidence of what form this litigation took. As a matter of substantive law, the obligations in P. Yadin I 5 take the form of a deposit, known in both ancient near eastern and Roman legal traditions, although with somewhat different characteristics.⁴³ That we have a copy of the whole document might suggest that the procedural route chosen was by way of summons (παράγγελλία) before the governor,⁴⁴ with this document to be tendered in evidence (see above). A number of summonses are preserved in the Babatha archive (P. Yadin I 14, 23, 25, 26).

The second question arising from the status of P. Yadin I 5 as a copy is why it forms part of Babatha's archive. The likely answer is that it was provided to Babatha's father Shim'on in relation to discussions leading up to Jesus' marriage to Babatha and later retained by her. In proposing this view, I am assuming for present purposes that Jesus married Babatha subject to arrangements, including in relation to her dowry secured against all his property, which were solemnized in a formal marriage contract before the couple began to live together, even though that document has not survived. Although there is evidence from Egypt and arguably from a document in the Salome Komaïse archive (also from Maoza) that marriage could occur without a written contract (an ἄγραφος γάμος),⁴⁵ such a union exposed the wife to considerable peril in the event of her husband's divorcing or predeceasing her. A full argument on this point is beyond the scope of this article. Nevertheless, its core proposition is that the care Shim'on took for his daughter's welfare in other respects (for example, by giving her four date-palm orchards and making provision for her to have accommodation if she had no husband)⁴⁶ and the way Babatha staunchly defended her own interests, both in having such a contract with her second husband (P. Yadin II 10) and in litigation, are incompatible with either her father or herself having agreed to her marrying Jesus without a wedding contract from the outset.

Accordingly, when Jesus was negotiating with Shim'on, the son of Menaḥem, for the hand of his daughter Babatha, perhaps in the years leading up to 120 CE, P. Yadin I 5 would have constituted vital evidence of that part of his property derived from his father's partnership with his brother (we do not know if he received any property by direct inheritance), unless the entire debt mentioned in the document had been repaid by then, in which case Jesus would no longer have needed the Aramaic original of P. Yadin I 5 or a Greek copy thereof.

Twenty-five years after the Aramaic original of P. Yadin I 5 was executed, Babatha had this Greek translation in her position, since it ended up with her other documents she hid in the cave in Naḥal Ḥever in ca. 135 CE. Heightening the significance of her retaining this document is the sobering (if rarely mentioned) circumstance that she did not preserve her marriage contract with Jesus. This contract would have evidenced the dowry owing to her on her first husband's death and its omission from her archive strongly suggests that his family had repaid that dowry. Since as the wife and then widow of Jesus she had no other call on his assets, it is likely that she kept P. Yadin I 5 not because it was important to her, but to her son

⁴² These were: her two suits against the trustees of her infant sons (P. Yadin I 13 and P. Yadin I 14), the two suits against her for date-orchards she seized (P. Yadin I 23 and I 25), and her suit against Miriam (P. Yadin I 26).

⁴³ On P. Yadin I 5 as a deposit, see Oudshoorn (above, n. 3), 117–127, and Rowling (above, n. 3), 188–189.

⁴⁴ On the procedure via summons, see Rowling (above, n. 3), 108.

⁴⁵ For Egypt, see H. J. Wolff, *Written and Unwritten Marriages in Hellenistic and Postclassical Roman Law* (Haverford 1939), and Uri Yiftach-Firanko, *Marriage and Marital Arrangements: A History of the Greek Marriage Document in Egypt. 4th Century BCE – 4th Century CE*, *Münchener Beiträge zur Papyrusforschung und Antiken Rechtsgeschichte*, 92 (Münich 2003), 81–104. From Maoza, the contract involving Salome Komaïse (P. XḤev/Se 65) has been claimed to indicate a transition from an ἄγραφος γάμος to an ἔγγραφος γάμος similar to what we find in Egypt: see Hannah Cotton and Ada Yardeni, *Aramaic, Hebrew and Greek Documentary Texts from Naḥal Ḥever and Other Sites: With an Appendix Containing Alleged Qumran Texts (The Seiyal Collection II)*, Discoveries in the Judean Desert 27 (Oxford 1997), 228–229.

⁴⁶ On the likelihood Shim'on gave Babatha the four date orchards she registered in the Roman census in 127 CE (P. Yadin I 16) around the time of her first marriage, see Hannah M. Cotton and Jonas C. Greenfield, Babatha's Property and the Law of Succession in the Babatha Archive, *ZPE* 104 (1994) 211–224. In the deed of 120 CE whereby Shim'on gave date orchards to his wife he also provided that, if Babatha was widowed or had no husband, she could reside in a building in one of the orchards (P. Yadin II 7, 24–2, 65–69).

who, as her father's heir, would be entitled to any moneys owed pursuant to the terms of P. Yadin I 5 but still unpaid by the boy's great uncle, or by his heirs if he had since died. Its presence among Babatha's documents indicates that such was the case, and confirms that a family dispute had arisen and led to litigation between her late husband and his uncle. Her retention of the document as late as 135 CE suggests there were outstanding issues pursuant to it and affecting her son that remained to be resolved 25 years after it was executed, in spite of it at some stage having been the subject of litigation.

Family Conflict and P. Yadin I 13

We now need to leap forward by fourteen years to 124 CE. During that time Jesus, son of Jesus, has married Babatha, they have had a son, also called Jesus, her husband has died and two guardians, one Nabatean and one Judean, have been appointed for the child by the Council of Petra. That appointment occurred between 27 February and 28 June 124 (P. Yadin I 12).⁴⁷

In the second half of 124 CE Babatha filed a petition in the legate's court; this is the unfortunately fragmentary P. Yadin I 13. Although its dating formula has not survived, this date is demonstrable by its reference to the appointment of guardians for her infant son 'more than four months' earlier (lines 19–20). Most scholarship focuses on the role of the guardians,⁴⁸ who feature in the document from line 20 onwards; here, however, the focus is on the earlier part of the document.

Here is a translation of the unfortunately lacunate document, which Lewis left untranslated:⁴⁹

1. To Iulius Iulianus⁵⁰ *leg]atus Augusti pro praetore* a petition
2. from Babatha the daughter of Sim]on of Maoza
3.
4. gave
5.
6.
7. his name against Simon
8. his brother Joseph out of his own
9. from the possessions
10. him
11. of the orphan name
12. to his brother in expense of silver
13. and by the sha[re] of t[he orph]an⁵¹
14. of contracts
15. con[tracts by the sh]are⁵² of the orphan, half out of
16. to wr[ite down] for me, the .. receipt⁵³
17. of the trading business (τῶν ἐμπορικῶν) .. (having) someone to nominate the house-
18. hold debts to be set right and having the aforesaid silver in sufficient
19. equivalence, he never provided Jesus' subsistence, and the

⁴⁷ See Lewis (above, n. 5), 47–50 on this document.

⁴⁸ For example, Tiziana Chiusi, Babatha vs. the Guardians of Her Son: A Struggle for Guardianship – Legal and Practical Aspects of P. Yadin 12–15, 27, in Ranon Katzoff and David Schaps (eds), *Law in the Documents of the Judaean Desert* (Leiden 2005), 105–132.

⁴⁹ Based on the Greek version of the document by Lewis (above, n. 5), 51.

⁵⁰ For a strong case for this being the missing name, see Lewis (above, n. 5), 52.

⁵¹ 'And by the share of the orphan' translates the Greek καὶ διὰ μέρος[ος] τοῦ ὀρφ[ανου].

⁵² Near the beginning of line 15 the letters χει appear and at the end we find:]ρους τοῦ ὀρφανουῦ ἥμισυ ἐκ τ[ῶ]ν. Lewis notes that 'χει[ρογράφων διὰ μέ]ρους would fit the space and the visible traces', although without including the reading in the text, so this proposal is cautiously adopted here.

⁵³ Lewis (above, n. 5, 53) notes that 'A restoration along the lines of ὑπο- or καταγράφ[ει]ν μοι, τὴν [δὲ] ἀποχῆν is conceivable' and this view is adopted here, although ὑπογράφειν, meaning 'to sign', seems equally possible.

20. guardians, although appointed more than four months previously
 21. by the Council of the Petraeans, that is Abdoobdas, son of Elloutha, and John,
 22. the son of Eglas, did not provide the orphan's
 23. subsistence except only
 24. two denarii per month, and since these were not sufficient for
 25. subsistence
 26. order commensurate
 27. with⁵⁴ his possessions food they consider worthy
 28. for the orphan .. to you so th[at
 29. sil[ver
 30.
 31.

(second hand) Fare you well, O lord

It is clear that in lines 1–19 Babatha recounted the main facts of her grievance, and pointed an accusing finger at a certain relative for his failure to provide subsistence to her young son, who is referred to as an ‘orphan’ since his father is dead. After this, from 19 and onwards, she continued her complaint, only now directed to the two men who had been appointed by the Council of the Petraeans as her son’s guardians: one a Nabatean, Abdoobdas, son of Ellouthas, and one a Judean, John, son of Joseph Eglas (21–22). Babatha raised a similar complaint against the two guardians as against the relative, failure to provide subsistence (except in a small amount, even though funds had been apparently settled on them for that purpose). One difference is that the relative ‘never’ (οὐδέποτε; 19) provided maintenance, presumably meaning since the death of the boy’s father, while the guardians had ‘not’ (οὐδέ; 22) provided, presumably meaning since their appointment.⁵⁵

The critical issue is the identity of the relative whom she criticises for non-payment. It is worth noting that this was a petition (ἀξίωμα) to the governor. Babatha needed to have a serious reason to mention him, either because she wanted the governor to act against him, or because his actions were important in the context of her plea that he act against the guardians. The first indication comes in 8 with mention of ‘Joseph his brother’ (Ἰώσηπος ἀδελφός αὐτοῦ). Then, in 12, ‘his brother’ is mentioned. Presumably the same brother, one Joseph, is intended in both cases. The question in issue concerns who is meant by ‘his’ when attached to Joseph as brother? Lewis commented as follows: ‘Given the date of this document, this Joseph must be not the Joseph of 5, but that man’s son, the brother of Babatha’s first husband, Jesus.’⁵⁶ Tiziana Chiusi offers the same identification.⁵⁷

By pointing to ‘the date of the document’, Lewis is apparently relying on the fact that this petition is dated fifteen years after P. Yadin I 5. It is not impossible, however, that the elder Joseph, of P. Yadin I 5, was still alive fifteen years later. Stronger support for the identification of the Joseph in P. Yadin I 13 as a brother of Babatha’s late husband, Jesus, lies elsewhere. Let us suppose that the two mentions of ‘his brother’ in P. Yadin I 13 concerned the Joseph of P. Yadin I 5. That would mean that the ‘his’ in view was the Jesus the elder of P. Yadin I 5, someone who had died at least fifteen years previously. Why would the long dead father of Babatha’s recently deceased husband, rather than Babatha’s husband himself, play so prominent a role in this document? Thus, when, in line 16, Babatha alleges that a person wrote down (or signed), or failed to write down (or sign), for her, the receipt from the trading business (ἀποχὴν τῶν ἐμπορικῶν) and claims, in lines 17–19, that although having someone to nominate for correcting the household debts (τὰς

⁵⁴ ‘Commensurate with’ translates πρὸς τὴν δύναμιν, a phrase also found in P. Yadin I 15, 6.

⁵⁵ This is an important distinction noted by Oudshoorn (above, n. 3), 305.

⁵⁶ Lewis (above, n. 5), 53.

⁵⁷ Chiusi (above, n. 48), 110.

δι' οἴκου ὀφειλάς) and although also having a sufficiency of the aforementioned silver, he never gave her son subsistence, these are likely to be the same person, her late husband's brother Joseph.

The impression conveyed by P. Yadin I 13 is that Babatha's first husband Jesus and a brother of her husband, Joseph, like their namesake fathers before them, had been carrying on a trading business, τὰ ἐμπορικά (line 17), together. If that were not the case, why would Babatha have mentioned so many details pertaining to such a business, including an 'expense in silver' (line 12), contracts (lines 14 and 15) and a receipt of the business (lines 16–17) and, the most telling feature of all, speak (line 15) of 'the orphan's share' (μέρος), which must mean a share in this business that the young Jesus has inherited from his father, just as his father inherited from his (P. Yadin I 5).

It is interesting that Joseph, the brother of Babatha's first husband, is not mentioned in P. Yadin I 5 and received no share of the value of the trading business. Nevertheless, Jesus senior could have left this Joseph other property, presumably comprising agricultural holdings (the other likely source of wealth in Maoza). In the period after 110 CE, this Joseph may have deployed some of this wealth to go into partnership with his brother in the trading business mentioned in P. Yadin I 13, 17.

The issues of the receipts from the trading business and household debts deserve mention. The written receipts of a business are the primary evidence of its gross income. As the surviving partner in his majority, Joseph was the person who would be responsible for issuing receipts. Had he been doing so, Babatha (in protection of her infant son's interests) would have had no cause for complaint. That she raises the issue can only be explained on the basis that he was not issuing them. This meant the amount of money due to her son (once valid expenses were deducted therefrom) was uncertain. The household expenses raise a different issue. Here there was something amiss with them such that they required amendment. There must have been some prior agreement that they would be paid to a certain level, presumably from the products or proceeds of the trading business, and there was probably a claim, by Joseph, that they went beyond this limit. Babatha's complaint is that Joseph is able to nominate someone to sort the question out but has not. This suggests that it suited his interests to let the dispute rumble on, so as to prevent settlement.

Possibly the guardians had been appointed, at Babatha's urging, by the town council of Petra (P. Yadin I 12) due to a conflict with Joseph over what was owing to her son and his consequent failure to provide for his nephew's maintenance from the outset (note οὐδέποτε above).⁵⁸ It is, indeed, uncertain whether Joseph was mentioned in the earlier part of P. Yadin I 13 as the basis of a claim against him, as Lewis thought,⁵⁹ or as merely part of the relevant facts providing the context for a claim against her son's two guardians. The latter option seems more plausible, since, as Chiusi, supported by Giles Rowling, has argued, the petition to the governor was probably brought by Babatha on her son's behalf for him to fix a sum adequate for his maintenance which the two denarii a month they were paying was not. The governor probably had jurisdiction to make this order.⁶⁰ Chiusi has also argued, again supported by Rowling,⁶¹ that P. Yadin I 14 is to be explained on the basis that one of the guardians, Johannes, son of Joseph Eglas, has disregarded the governor's order and now, in October 125, a year after the governor's order, must be compelled in proceedings commenced by summons to do so.

Conclusion

P. Yadin I 5 and P. Yadin I 13 thus prove to be legal documents that evidence conflict in a patrilineal family repeating itself across two generations in the period 110–124 CE. In both cases we have two brothers, both named Jesus and Joseph, in partnership with one another in a trading business probably involved in both cases the import of wine and olive oil and the export of dates and figs, and possibly their local sale, and also the provision of loans to locals. The first partnership came to an end in May 110 CE with the death of

⁵⁸ See Oudshoorn (above, n. 3), 305.

⁵⁹ He comments on lines 17–19 as follows: 'The complaint here is apparently that Joseph, her late husband's brother, contributed nothing from the substantial family resources for her orphan son's maintenance.' (p. 53)

⁶⁰ Chiusi (above, n. 48), 110–112; Rowling (above, n. 3), 129.

⁶¹ Chiusi (above, n. 48) 114; Rowling (above, n. 3), 129.

Jesus, leaving a son, who had attained his majority, also called Jesus. The second came to an end in 124 CE when that son, now married to Babatha, died, leaving a minor son (possibly five or so years old) also called Jesus. The very form of P. Yadin I 5 as a Greek translation of an Aramaic original suggests that the unstable contractual situation it reveals led to litigation between Jesus and his paternal uncle Joseph in the court of the Roman governor. P. Yadin I 13, on the other hand, is a petition to the governor from Babatha mentioning her complaints about her son's paternal uncle Joseph but aimed at the two guardians appointed for him four months before by the Council in Petra. The rehearsal of facts in relation to Joseph refers to disputes concerning the young Jesus's share of the partnership similar to those implicit in the very existence of P. Yadin I 5. The two situations are symmetrical except that the older Jesus had attained his majority and the younger Jesus had not and that Babatha appears to have taken action against her son's guardians, not his uncle Joseph. Nevertheless, even P. Yadin I 13 presupposes an underlying complaint against Joseph. Accordingly, the two sets of proceedings amply reveal just how easily disputes could arise even within a patrilineage when a pair of brothers were both engaged in a form of business, especially involving the making of loans, that was subject to a high level of risk. Whereas the Psalmist had proclaimed 'Behold, how good and pleasant it is when brothers dwell together in unity!' (Psalm 133.1), P. Yadin I 5 and I 13 eloquently testify how when partnerships – even between people as close to one another as brothers in a patrilineal society – are dissolved by reason of the death of one of them, peace and amity may not prevail between uncle and nephew or the representative of the latter. These conclusions reveal the value of a microhistorical investigation of documents prepared for litigation.

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