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Rogue notaries? : Two unusual double documents from the late Ptolemaic Fayum

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W. Graham Claytor

**ROGUE NOTARIES?
TWO UNUSUAL DOUBLE DOCUMENTS
FROM THE LATE PTOLEMAIC FAYUM***

NEW EVIDENCE is offering increasing illumination of what Theodore Skeat called the ‘blacked-out landscape’ of the last half-century of Ptolemaic rule.¹ In particular, we are gaining insights on the late Ptolemaic

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¹‘The last half-century of Ptolemaic rule resembles a blacked-out landscape illuminated by occasional flashes of lightning when Egypt impinges upon world events, the brilliance of these interludes only emphasizing the darkness of our ignorance concerning the

state's ambitions and accomplishments in regard to the regulation of private written transactions, which in turn offer a better basis for analyzing the transition to Roman rule. Central to these developments were the local *grapheia*, whose initial purpose was simply to register contracts, but which by the Roman period had become full service writing centers linked to regional and provincial archives.

Published here are two late Ptolemaic loans that were drawn up in the *grapheia* of Euhemeria and Theadelphia respectively. They are notable for their lack of standard diplomatic features: both have a large blank space where the body of the contract would normally be written, neither contains the autograph acknowledgement of the *syngraphophylax* or mention of witnesses, and the lender's name is omitted in both cases. Despite their apparent state of incompleteness, the two contracts were duly registered in their respective writing offices.

By the late Ptolemaic period, a new form of the traditional double document had arisen: the *scriptura interior* was no longer a copy of the contract *in extenso*, but generally a short abstract, and a subscription and registration docket were now appended at the bottom of the document.² Uri Yiftach-Firanko observed that these innovations occurred simultaneously sometime between 130 and 113 BC and concluded that the reduction of the *scriptura interior* to a short abstract was part of a reform that 'introduced (if not imposed) the registration of the Greek double document in the state *grapheia*'.³

internal history of the country' (T. S. SKEAT, 'Notes on Ptolemaic chronology. III. «The first year which is also the third». A date in the reign of Cleopatra VII', *JEA* 48 [1962], p. 100).

² H. J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemäer und des Prinzipats*, II: *Organisation und Kontrolle des privaten Rechtsverkehrs* [= *Handbuch der Altertumswissenschaft* 10/5/2], Munich 1978, pp. 64–67. Cf. P. Dion., pp. 176–193, and Francisca A. J. HOOGENDIJK, 'Greek contracts belonging to the Late Ptolemaic Tebtynis *grapheion* archive', [in:] Carolin ARLT & M. A. STADLER (eds.), *Das Fayyûm in Hellenismus und Kaiserzeit. Fallstudien zu multikulturellem Leben in der Antike*, Wiesbaden 2013, pp. 67–68.

³ U. YIFTACH-FIRANKO, 'Who killed the double document in Ptolemaic Egypt?', *AJP* 54 (2008), pp. 214–215. Cf. H. J. WOLFF, 'Zur Geschichte der Sechszugendoppelurkunde', [in:] *PapCongr* XIII, p. 475.

The standard double document of this late period consists of five sections:⁴

1. Abstract of the contract (*scriptura interior*),
2. Body of the contract (*scriptura exterior*),
3. Subscription of the party under obligation,
4. Acknowledgement of the *syngraphophylax*: ὁ δεῖνα ἔχω κυρίαν,
5. Registration docket of the *grapheion*.

In addition, the *scriptura interior* could still be rolled up, tied, and sealed, with the names of the witnesses, which were also recorded in the body contract (and occasionally in the abstract), written around the seals.

The missing or incomplete body of a registered contract has so far not been found in documents of the Ptolemaic period,⁵ but this practice can be paralleled in a common type of early Roman *grapheion* contract from the Arsinoite nome. Ranging in date from 26 BC TO AD 10 and written in seven different *graphiea*, these documents have a large blank space above the registration docket and subscription,⁶ where normally the Roman-period body contract (the old *scriptura exterior*) would be written out in full (see the Appendix). The tops of the documents contain various notations,

⁴ For a list of late Ptolemaic double documents, see YIFTACH-FIRANKO, 'Who killed the double document' (cit. n. 3), p. 210, n. 24. Add SB XVI 12569 (Tebtunis [?], 66–58 or 55–51 BC) under the category 'extensive account of the contract'.

⁵ The unpublished P. Mich. inv. 4436d + 4283 is another document of this type, and was registered through the same notary as 2 (see 2, ll. 20–21 n., and Appendix). This notary also registered P. Mich. inv. 4281c, but the document is cut off above the subscription, so it is uncertain whether the body contract was written. Other possibilities include P. Col. inv. 91 (APIS dating: 2nd–1st c. BC; image available at <<http://papyri.info/apis/columbia.apis.p517>>). This document consists of a well-preserved *scriptura interior* containing an abstract of a three-year lease of 50 arouras made by Didymos, son of Apollonios to Petesouchos, son of Epimachos, with rents due in wheat, barley, various pulses, and other goods. A *paragraphe* just below the abstract marks where the body contract was to have begun, but instead there are two well-spaced lines of uncertain writing. The papyrus is broken below, so we cannot tell if it also contained a subscription and the registration docket. Among published papyri, P. RyI. IV 580 (1st c. BC) is most similar in format to the documents published here, although it was not registered in the *grapheion*.

⁶ During Augustus' reign, *grapheion* registration dockets are generally written above the subscription, in contrast to earlier and later practice.

such as a description of the parties involved and/or the date and location of the contract (i.e., the regular opening of the body contract). Four papyri have incomplete renderings of the body contract. These Roman-period contracts are of course not double documents; yet, like the two Ptolemaic documents published here, they lack a full objective account of the transaction and were nevertheless certified as registered.⁷

How can we understand such contracts? Ulrich Wilcken was the first to recognize their idiosyncrasy, when only a few examples were published. In analyzing one that had been cancelled with cross-strokes, he concluded from this fact that it was a 'rechtsgültiger Schuldschein'.⁸ Elinor Husselman discussed those known to her in the introduction to *P. Mich.* V and argued that, despite their apparent incompleteness, 'the ἀναγραφή established the validity of the subscriptions'.⁹ Hans Julius Wolff was initially more hesitant,¹⁰ but later accepted their full validity on the strength of the ἀναγραφή and the cancellation through cross-hatching, although he took the narrow time frame of these documents as suggestive of a 'besondere Methode' of notarial contract writing limited to the early period of Roman rule.¹¹ The analogous contracts published

⁷ The registration docket sets them apart from the later series of subscriptions and other incomplete contracts from the Tebtunis *grapheion* archive, mentioned below. Also distinct are copies of *grapheion* contracts that omit the body contract, such as *P. Lond.* II 277 (p. 217) (Soknopaiou Nesos, AD 23), which contains only a brief title of the contract before proceeding to the copy of the subscription and registration docket, all written in one hand. These subscriptions and copies, however, coupled with the registered contracts under discussion, demonstrate very clearly that to both the notaries and the contracting parties the subscription was seen as the most important part of the contract.

⁸ U. WILCKEN, 'Referate', *AfP* 5 (1913), p. 206, n. 3, with reference to *P. Fay.* 89. He considered these contracts related to a much later six-witness contract from Herakleopolis (*BGU* III 989 [AD 226]) and tentatively proposed a new category of contract, the 'verselbstständige υπογραφή'. *BGU* III 989 is now recognized as part of a small group of contracts so far limited to the late-second to early-third century Herakleopolite nome: see G. M. BROWNE, 'Ad *P. Oxy.* XXXIV 2705', [in:] *PapCongr* XIII, p. 55, n. 10.

⁹ Elinor M. HUSSELMAN, 'The subscriptions', [in:] *P. Mich.* V, p. 10.

¹⁰ It is 'difficult to conceive such validity as entirely equivalent to that of a fully executed document' (H. J. WOLFF, 'Registration of conveyances in Ptolemaic Egypt', *Aegyptus* 28 [1948], p. 85).

¹¹ WOLFF, *Das Recht der griechischen Papyri Ägyptens* II (cit. n. 2), pp. 42-43.

here show that this practice originated already in the late Ptolemaic *grapheion*.

The validity of these contracts, at least in the eyes of local notaries and their clients, is beyond doubt. Their peculiarities, however, should be attributed not to a 'special procedure', but rather to local experimentation with the bounds of late Ptolemaic and early Roman contracts and to a shared belief in the subscription as the operative part of the contract. It is understandable that *grapheion* scribes would seek efficiencies if given the chance, especially if complete versions and/or abstracts of these contracts were produced for archival purposes¹² or if their clients were primarily concerned with obtaining a personal statement of the first party's obligations, bolstered by the state registration.¹³ Similarly, scribes of Demotic *grapheion* contracts in the early Roman period omitted clauses and even left them incomplete, presumably because the detailed Greek *hypographe* contained all the necessary contractual information.¹⁴

This experimentation with the body contract, however, was addressed at some point in the early Roman period, either by stricter control over the

¹² Procedures in the Ptolemaic *grapheion* are not as well known as those in the Roman *grapheion*, but abstracts and registers were drawn up and it is possible that some complete contracts were stored in the *grapheion*. See B. MUHS, 'The Berkeley Tebtunis *grapheion* archive', [in:] G. WIDMER & D. DEVAUCHELLE (eds.), *Actes du IX^e Congrès international des études démotiques. Paris, 31 août – 3 septembre 2005* [= *Bibliothèque d'étude* 147], Paris 2009, pp. 243–251; IDEM, 'A late Ptolemaic *grapheion* archive in Berkeley', [in] *PapCongr* XXV, pp. 581–588, and HOOGENDIJK, 'Greek contracts' (cit. n. 2). Cf. the register from Pathyris' *archeion*: K. VANDORPE, 'A Greek register from Pathyris' notarial office. Loans and sales from the Pathyrite and Latopolite nomes', *ZPE* 150 (2004), pp. 161–186.

¹³ The suggestion of M. DEPAUW, 'Autograph confirmation in Demotic private contracts', *CdÉ* 78 (2003), p. 105 with n. 239, that incomplete contracts could be the result of omitting a Demotic body contract can be safely rejected: the types of contracts represented in the Appendix were no longer drawn up in Demotic in the Roman period and the examples with Greek opening formulae or an incomplete body contract show that these were conceived of as monolingual Greek contracts.

¹⁴ Maren SCHENTULEIT, 'Tradition and transformation – Einblicke in die Verwaltung des römischen Ägypten nach den demotischen Urkunden', [in:] Katja LEMBKE, Martina MINAS-NERPEL, & S. PFEIFFER (eds.), *Tradition and Transformation: Egypt under Roman Rule. Proceedings of the International Conference, Hildesheim, Roemer- and Pelizaeus-Museum, 3–6 July 2008* [= *Culture and History of the Ancient Near East* 41], Leiden – Boston 2010, p. 364.

quality of registered contracts or a ruling that negated the evidential value of such contracts.¹⁵ Incomplete contracts bearing a registration mark have so far not been found after AD 10. Nevertheless, the many subscriptions of the Tebtunis *grapheion* archive from the following decades, though not registered and returned to the contracting parties, show that subscriptions continued to be written as the primary element of the contract, with the body contract to be filled in later (although some documents simply do not have enough room for the body contract).¹⁶ More rigorous state regulation concerning the form of *grapheion* contracts probably explains, at least in part, why so many *hypographai* were left in the *grapheion* of the Tebtunis.

The two contracts published here also lack the autograph statement of the *syngraphophylax* and any reference to the usual six witnesses. These omissions might reflect the decreasing importance of such security measures, or rather, their absorption by the institution of the *grapheion* in the late Ptolemaic period. Although Yiftach-Firanko argued that ‘the social settings of the act were unaffected by the reform’ that introduced the registration of double documents,¹⁷ changes seem to have been afoot even before the formal elimination of these security measures in the Roman period. Francisca Hoogendijk, for instance, has recently suggested that the *syngraphophylax* and witnesses could be drawn from *grapheion* personnel.¹⁸

¹⁵ For Roman intervention in the minutiae of contract diplomatics, cf. the *μετέωροι οἰκονομίαι*, ‘unfinished contracts’, of *P. Oxy.* II 238 (AD 72) and the much later letter of the acting prefect Claudius Herennianus to the *strategoī* of the Heptanomia and the Arsinoite nome instructing that ‘contracts be legally completed’ (*νομίμως τὰ συναλλάγματα συντελεῖσθαι*), *P. Oxy.* XXXIV 2705 (ca. AD 225), both with BROWNE, ‘Ad *P. Oxy.* XXXIV 2705’ (cit. n. 8), pp. 53–59.

¹⁶ See HUSSELMAN, ‘The subscriptions’ (cit. n. 9), pp. 3–11, and EADEM, ‘Procedures of the record office of Tebtunis in the first century AD’, [in:] *PapCongr* XII, pp. 223–238. Registered contracts occasionally have notations at the top, such as the personal description in *P. Corn.* 6 (Oxyrhyncha, AD 17) or the *grammatikon* due in *SB* XIV 11279 (Theadelphia, AD 44).

¹⁷ YIFTACH-FIRANKO, ‘Who killed the double document’ (cit. n. 3), p. 216.

¹⁸ HOOGENDIJK, ‘Greek contracts’ (cit. n. 2), pp. 69–70. An analogous relationship might be that between the so-called ‘professional’ *hypographeis* (subscribers) and the *grapheion* in the Roman period: see W. G. CLAYTOR, ‘Heron, son of Satyros: A scribe in the *grapheion* of Karanis’, *ZPE* 190 (2014), p. 199, n. 3, with further references. Perhaps in both cases we should think of a loose association with the *grapheion*, rather than formal employment.

Finally, a peculiar omission in the two contracts is the lack of the lender's name. This finds a parallel in a contemporary loan registered in the *grapheion* of Neilopolis in 74 BC, first published by Arthur Boak, then re-edited by Herbert Youtie.¹⁹ Unlike the two contracts published here, however, the body of the contract was written in full, with blanks left wherever the lender's name would normally appear. The top of the contract, containing the abstract (with a blank again for the lender's name), was folded over and sealed, while the names of the two borrowers and the six witnesses were written around the seals. There is no evidence for the sealing of our two papyri (although this is not impossible) and the verso of 2 is blank (I have not seen r's verso).

Boak suggested that either the document was a copy or that the blank spaces were intended to allow the obligations of the contract to be 'transferred by the original lender to another person who, by insertion of his name in the blank space, would become qualified to receive the repayment of the loan'.²⁰ Wolff supported the latter view by drawing attention to the transferability of *praxis* in the Greek law of Egypt and in particular to *P. Hib.* I 89 (239 BC), in which the name of the individual entitled to *praxis* was left blank.²¹ Most commentators have endorsed this view,²² interpreting the Neilopolis papyrus essentially as a negotiable instrument payable to the bearer, indisputable evidence for which is thin before the late Medieval and early modern periods.²³ Erich Berneker, however,

¹⁹ SB V 7532, discovered during Michigan's excavation of Soknopaiou Nesos (31-I-1120*-P): A. E. R. BOAK, 'A loan of 74 B.C.', *Aegyptus* 13 (1933), pp. 107-112; H. C. YOUTIE, 'P. Mich. inv. 6051 = Sammelbuch V 7532', *ZPE* 12 (1973), pp. 161-171 (*BL* VII, 194). The lender's name is occasionally omitted in the summaries of agoranomic loans from Krokodilopolis and Pathyris (*P. Bingen* 39-40, p. 197), but these of course could be found in the main contract.

²⁰ BOAK, 'A loan of 74 B.C.' (cit. n. 19), p. 108.

²¹ H. J. WOLFF, 'The *praxis*-provision in papyrus contracts', *TPAPA* 72 (1941), pp. 434-438, and WOLFF, *Das Recht der griechischen Papyri Ägyptens* II (cit. n. 2), pp. 166-168. An early dissenter was U. WILCKEN, 'Referate', *AfP* 11 (1935), p. 126: 'Ich bekenne, daß ich an eine solche Manipulation nicht glauben möchte, ehe nicht zwingende Beweise gebracht sind'.

²² WOLFF, *Das Recht der griechischen Papyri Ägyptens* II (cit. n. 2), p. 168, n. 20.

²³ See B. GEVA, *The Payment Order of Antiquity and the Middle Ages: A Legal History* [= Hart

argued for a more restricted form of negotiability limited to the original lender's assignment of an authorized agent for execution.²⁴ All such arguments remain speculative because even with the new documents published here there is no evidence of the loans actually being assigned and then reassigned.²⁵

Whatever the case, it is hardly imaginable that the notary's placing a registration mark on a contract with an unidentified party was allowed under state regulations. Already in the third century BC, a royal law laid out detailed rules for the identification of parties to loans,²⁶ while the procedures published in 146 BC regarding the registration of Demotic contracts naturally also require identification of the parties involved.²⁷ Roman decrees have similar provisions.²⁸ Regulations of this sort must have been in force regarding double documents in the first century BC. We are therefore faced with a glaring 'divergence of prescription and practice',²⁹ which

Monographs in Transnational and International Law 6], Oxford – Portland 2011, especially pp. 541–547 and 582–584.

²⁴ E. BERNEKER, 'Blanketterklärungen in Papyrusurkunden', [in:] *Ius et commercium: Studien zum Handels- und Wirtschaftsrecht. Festschrift für Franz Laufke zum 70. Geburtstag am 20.6.1971*, Würzburg 1971, pp. 11–32. Cf. J. HERRMANN, 'Papyrusdokumente mit Wertpapierfunktion', *MBPF* 83 (1990), pp. 297–304, especially 302–303. The arguments of Anette SCHUTGENS, 'Is it true that SB 5.7532 is a negotiable contract?', *ZPE* 20 (1976), pp. 297–298, are unconvincing. She suggests that the creditor's name was left out because the *syngraphophylax* himself (who was supposed to be a disinterested party), or someone close to him, took on the role of creditor. Yet she does not explain why someone wishing to extend a loan would feel compelled to act as the *syngraphophylax* as well.

²⁵ I am grateful to Bruce Frier for sharing his thoughts on the legal issues raised by these texts.

²⁶ *BGU* XIV 2367, ll. 4–14 (Alexandria [?], 3rd c. BC).

²⁷ *P. Par.* 65, with the analysis of P. W. PESTMAN, 'Registration of Demotic contracts in Egypt. *P. Par.* 65; 2nd cent. B.C.', [in:] J. A. ANKUM, J. E. SPRUIT, & F. B. J. WUBBE (eds.), *Satura Roberto Feenstra Sexagesimum Quintum Annum Aetatis Complenti ab Alumnis Collegis Amicis Oblata*, Fribourg 1985, pp. 17–25.

²⁸ E.g. the edict of the prefect T. Flavius Titianus: *P. Oxy.* I 34 verso (= *M. Chr.* 188), cols. I–II (22 March AD 127).

²⁹ Kathryn BURNS, *Into the Archive. Writing and Power in Colonial Peru*, Durham – London 2010, p. 76, discussing the common practice in colonial Cuzco whereby notaries prepared

suggests an occasional lack of supervision over the growing authority of the *grapheion*, at least in the Fayum of the 70s BC. It is less certain whether the lack of a body contract went against explicit state regulations. The high number of Augustan examples (see the Appendix) suggests that this practice was at least tolerated for a time.

1. Loan of radish seed

Cat. gen. 10825 (*P. Fay.* 240 descr.) 29.2 × 11.8 cm
Papyrus

30 August 74 (?) BC
Euhemeria

This papyrus was discovered in the temple of Euhemeria during Bernard Grenfell and Arthur Hunt's Fayum expedition of 1898/9 and described as *P. Fay.* 240. The temple contained 'some late Ptolemaic documents, chiefly demotic, together with some Roman', along with ostraka, and a pot containing ritual apparatus.³⁰ Grenfell and Hunt did not note the precise locations of these small finds, nor did they produce a plan of the temple, so little more can be said about the archaeological context of this papyrus other than that it accords chronologically with the other dateable finds and that it was likely written and deposited when the temple was still in use.

The text is a loan of radish seed in the form of a double document that was registered in the *grapheion* of Euhemeria, most likely in 74 BC (see below). Besides the formal features discussed in the introduction, this text is notable for providing the first evidence that Euhemeria's *grapheion* was established already in the Ptolemaic period (see l. 15 n.). Also of interest is the reference to the oil-makers' measure in lines 4 and 10. Commentators have noticed the lack of references to radish oil in the Ptolemaic period,

blank contracts for their clients to sign, with the details to be filled in later from their draft books. Naturally, conflicts could arise from this shortcut, which was prohibited by royal law (p. 80). Ptolemaic and Roman notaries were also accused of misrepresenting their clients' wishes: see, e.g., *P. Tebt.* I 42 (Tebtunis, ca. 114 BC) and *P. Vind. Worp* 16, ll. 7–10 (Soknopaiou Nesos, AD 53), with the interpretation of H. C. YOUTIE, "Υπογραφεύς. The social impact of illiteracy in Graeco-Roman Egypt", *ZPE* 17 (1975), p. 206.

³⁰ *P. Fay.*, p. 45.

when castor and sesame were the preferred vegetable oils, even if radishes were grown.³¹ In contrast, during the Roman period radishes displaced these other vegetables as the primary source of everyday oil, a phenomenon that caught the attention of Pliny.³² This contract provides evidence that radishes were already being used for producing oil in Egypt before the Roman period.

The papyrus is in poor condition and is much in need of conservation. Autopsy has not proven possible, so the following reconstruction must be considered provisional. The main fragment is well preserved until the bottom third of the papyrus and all margins are intact. At the top, a small margin of *ca.* 0.5 cm was left before the start of the abstract. The abstract itself occupies *ca.* 4 cm, below which is a *paragraphos*, then a blank space of 13 cm, where normally the body of the contract would have been written. The subscription is *ca.* 7.5 cm in height, below which there are two curved horizontal lines, perhaps indicating where the *syngraphophylax*' confirmation was to be written. Finally, the registration docket is written 2 cm below the subscription. Like the rest of the text, the registration slopes up to the right and is 1.5 cm from the bottom at the left and 2 cm at the right. The left margin varies between 1 and 1.5 cm and the lines come close to the right edge. The dimensions and overall format of the document closely approximate the Neilopolis contract discussed above (n. 20) and document 2 below.³³

The bottom third of the papyrus is marred by large lacunae and even the preserved portions are either tenuously attached to each other or taped together. The fragment containing lines 8–10 is not correctly

³¹ D. B. SANDY, *The Production and Use of Vegetable Oils in Ptolemaic Egypt* [= *BASP Supplements* 6], Atlanta 1989, p. 6, and P. MAYERSON, 'Radish oil: A phenomenon in Roman Egypt', *BASP* 38 (2001), p. 109.

³² *Nat. Hist.* 19.26.79: *Aegypto mire (sc. raphanus) celebratur olei propter fertilitatem quod e semine eius faciunt. hoc maxime cupiunt serere, si liceat, quoniam et quaestus plus quam e frumento et minus tributi est nullumque ibi copiosius oleum.* Cf. 15.7.30. On radish oil in later periods, see R. S. BAGNALL, *Egypt in Late Antiquity*, Princeton 1993, pp. 30–31.

³³ The incomplete contracts from the early-Roman period listed in the Appendix are also generally of the tall and narrow format. See YIFTACH-FIRANKO, 'Who killed the double document' (cit. n. 3), pp. 211–212, for the typical format of late Ptolemaic double documents.

attached and must be shifted about 1 cm to the right, as should everything below it. Three loose fragments preserve text (numbered 1–3 from top to bottom in the original photo). Fragment 1 preserves parts of lines 9 and 10, with traces of the preceding and following lines. Its position in fig. 1 is only approximate, but attention to the tear and crease lines seems to support the proposed lateral position, which also allows sufficient space for the supplements at the ends of lines 9 and 10. The vertical placement does not leave satisfactory room for the bottom of line 11, traces of which are visible on fragment 1, but this must be due to the adjacent parts of the main fragment shifting and squeezing together between lines 11 and 12. Fragment 2 consists of two separate fragments stuck together: the smaller one to the right (2b) preserves a few letters from lines 8 and 9, while the larger one (2a), when flipped, fits the lacuna at lines 12 and 13, where the patronymic beginning Φ on the main fragment continues with] $\iota\lambda\eta\mu$ [in fragment 2a's second line. I have not been able to find a place for fragment 3; its letters appear both smaller and thinner than those of the subscription and so probably does not belong to this papyrus. Fig. 1 is digitally altered to reflect the proposed reconstruction; the original black-and-white and a color image can be viewed in the online Photographic Archive of Papyri in the Cairo Museum.³⁴ The text is written along the fibers. Verso *non vidi*.

Two hands can be distinguished in this text, although they are similar in style: the first, belonging to Philemon, son of Philemon, is responsible for the subscription; the second, that of the registering official Didymos, is found in both the abstract at the top and the registration docket at the bottom.³⁵ Comparable hands to the subscriber Philemon's (ll. 5–14) include *P. Tebt.* IV 1143 (115/14 BC), *SB XXII* 11078 (*ca.* 100 BC), the third hand of *SB V* 7532 (74 BC), *BGU VIII* 1813 (62/1 BC), and *P. Oxy.* LV 3777 (57 BC). Hand three of *SB V* 7532 is especially close to both hands of our

³⁴ At <<http://ipap.csad.ox.ac.uk/4DLink4/4DACTION/IPAPwebquery?vPub=P.Fay.&vVol=&vNum=240>> (accessed 23 June 2014).

³⁵ For this practice, see already U. WILCKEN, 'Referate und Besprechungen', *APF* 3 (1906), p. 523. Cf. YIFTACH-FIRANKO, 'Who killed the double document' (cit. n. 3), p. 215, and HOOGENDIJK, 'Greek contracts' (cit. n. 2), p. 68, and document 2 below.

text, so I prefer to date this text to the reign of Ptolemy XII and Kleopatra V (74 BC).

The contract is a simple loan of radish seed, which is to be returned ten months later, after the harvest. The phrase *σὺν ἡμιολίαι* in the receipt clause means that the amount stated (three artabas) already includes the standard 50% interest on in kind loans; the actual amount lent, then, was two artabas (see I. 3 n.). Neither the abstract nor the subscription mentions a penalty for non-payment, which presumably would have been included in the body contract.

- (Hd. 2) ἐδά(νεισεν) *vac.* Ἀχιλλεῖ τῶι καὶ
 Ἰναρώυτι Ἀφροδισίου τοῦ καὶ Πνεφερῶ(τος)
 Πέρσηι τῆς (ἐπιγονῆς) ῥαφ(ανίνου) σπ(έρματος) (ἀρτάβας) γ σὺν
 ἡμιολ(ίαι) ἀποδ(ότω)
 4 Παῦνι τοῦ η (ἔτους) ἐν Εὐ(ημερίαι) μέ(τρωι) (ἔξα)χ(οινίκωι)
 ἐλ(αιουργικῶι) συ(γγραφοφύλαξ) Πτολ(εμαῖος).

(blank space of ca. 13 cm)

- (Hd. 1) Ἀχιλλεῦ[ς ὁ καὶ Ἰ]ν[αρώυς Ἀφρ]οδισί[ο]υ τοῦ καὶ
 Πνεφερῶτος Π[έρσης τῆ]ς ἐπιγονῆς
 ἔχω τὸ δάν[ειον τὰς τ]ρῖς ἀρτάβας τοῦ
 8 ῥεφανί[ν]ο[υ...]ρ[...].[...].[...].[...].[...].[...]. ἀπο-
 δώσω ἐν [μη]νί Π[αῦ]νι τοῦ ὀγδόου [ἔτους]
 ἐν Εὐημερ[ία μέτρ]ω ἐλαιουργ[ικ]ῶ[καθὰ]
 γέγραπ[ται καὶ τέθειμαι τῆ]ν [συγγρ]αφῆ[ν]
 12 κυρίαν παρὰ Πτολεμ[αίω]. ἔγραψεν ὑπὲρ αὐτοῦ
 Φιλήμων Φιλήμο[νος] ἀξιωθεὶς διὰ τὸ
 φάσκει[ν αὐτὸν] μὴ [ἐπ]ίστασθαι γράμματα.

(Hd. 2) ἔτους ζ Μεσορῆ κδ ἀνα(γέ)γρ(απται) ἐν Εὐ(ημερίας)
 γρ(αφείω) διὰ Διδύμου.

1. εδ^α pap. || 2. αφροδισιῶ pap. | πνεφερῶ pap. || 3. τῆς pap. | π pap. | τ pap. | ημιολ^λ pap. | ἀπο pap. || 4. L pap. | ε pap. | με pap. | χς pap. | ε pap. | β pap. | πτὸ pap. || 7. I. τρεῖς || 8. I. ῥεφανίνου || 9. ὀγδόου corr. ex ὀκδόου || 15. αναγρ pap. | εὑ pap. | γρ pap. | δι^α pap.

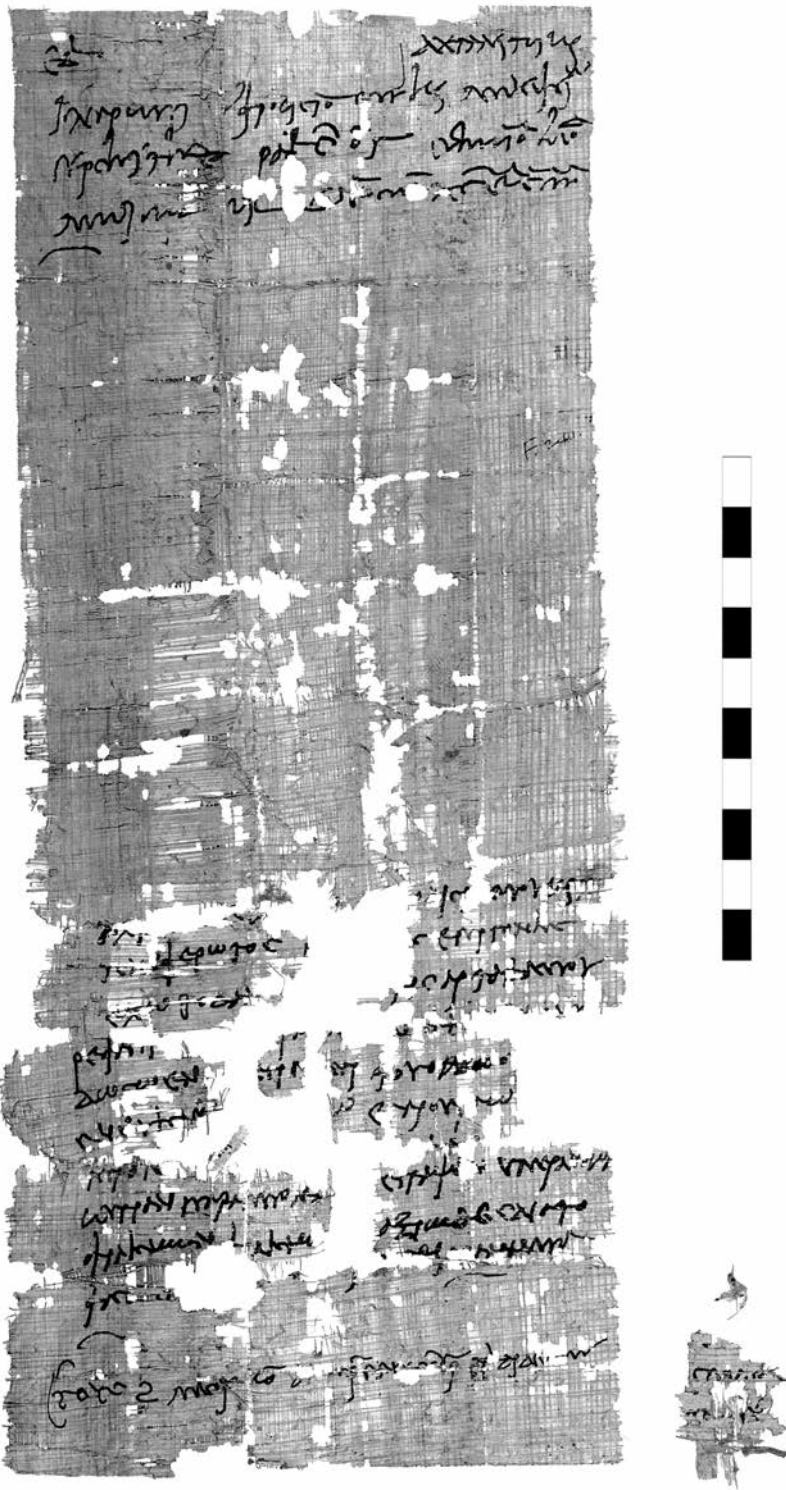


Fig. 1. P. Fay. 240
(photo courtesy of Photographic Archive of Papyri in the Cairo Museum)

Abstract (ll. 1–4): (blank) *lent to Achilleus, alias Inarous, son of Aphrodisios, alias Pnepheros, Persian of the epigone, 3 artabas of radish seed, including the additional one half. He is to return it in Pauni of the 8th year in Eubemeria by the 6-choenix, oil-makers' measure. Guardian of the contract: Ptolemaios.*

Subscription (ll. 5–14): *I, Achilleus, alias Inarous, son of Aphrodisios, alias Pnepheros, Persian of the epigone, have the loan, the three artabas of radish seed, including the additional one half (?), which I will return in the month of Pauni of the eighth year in Eubemeria by the oil-makers' measure in accordance with what has been written and I have placed the valid contract with Ptolemaios. Philemon, son of Philemon, having been asked, wrote on his behalf since he says that he does not know letters.*

Registration (l. 15): *7th year, Mesore 24. Registered in the grapheion of Eubemeria through Didymos.*

1. ἐδά(νεισεν). This same abbreviation opens some agoranomic loan contract summaries (*P. Bingen* 39–40, p. 198). Cf. 2, l. 1.

There is a vertical stroke with a hook to the left just before Ἀχιλλεῖ that may mark the end of the space left for the lender's name.

2. Ἰναρώστι. Demotic *Īr.t-Īr-r.r=ṯw*, 'the eye of Horos is against them',³⁶ the name of the famous Egyptian rebel against Persian rule.³⁷ This name, with its apotropaic qualities and link to a native hero, remained popular into the Roman period. The spelling found here, however, is much more common in the Ptolemaic period.³⁸

3. Πέρσηι τῆς (ἐπιγονῆς). A horizontal line extends from the end of the *eta* of τῆς and joins the top part of the *sigma*, apparently a low abbreviation stroke.

ῥαφ(άνινου) σπ(έρματος) (ἀρτάβας) γ σὺν ἡμιολί(αι). That is, the amount stated already includes the 50% interest on the loan: the borrower actually received two artabas and must return three.³⁹

4. μέ(τρωι) (έξα)χ(οινίκωι) έλ(αιουργικῶι). An otherwise unattested measure. μέτρω έλαιουργικῶ (sometimes μέτρω έλαικῶ) appears thirteen times (DDbDP

³⁶ Trismegistos.org, nameID 371.

³⁷ Thuc. 1.104.

³⁸ The only Roman-period examples are from the Hermopolite nome: *P. Flor.* I 80, *P. Lond.* III 903 (pp. 116–117), and *P. Sarap.* 52.

³⁹ N. LEWIS, 'The meaning of σὺν ἡμιολία and kindred expressions in loan contracts', *TPAPA* 76 (1945), pp. 126–139.

search, 13 June 2014), all in the Roman period, and often with a further modifier, such as the measure's amount or a topographic reference. *λαχανόσπερμον* was occasionally measured by a six-choenix *μέτρον* (e.g. *P. Leid. Inst.* 25 [AD 95–96]). For the abbreviation $\chi\bar{\varsigma}$, cf., e.g., *P. Tebt.* I 93, *passim* (113 BC; image accessible via papyri.info), where it is written $\chi\bar{\varsigma}$.

8. $\rho\epsilon\phi\alpha\nu\acute{\iota}[v]o[v]$ (l. $\rho\alpha\phi\alpha\nu\acute{\iota}\nu\omicron\upsilon$). *P. Fay.* 240 was cited in the LSJ, s.v. $\rho\alpha\phi\acute{\alpha}\nu\omicron\varsigma$, as an example of the substantive use of the adjective. Based on the abstract, however, we expect $\sigma\acute{\pi}\epsilon\rho\mu\alpha\tau\omicron\varsigma$ (then $\sigma\acute{\nu}\nu\ \eta\mu\iota\omicron\lambda\acute{\iota}\alpha\iota$) to follow. $\rho\alpha\phi\acute{\alpha}\nu\omicron\upsilon\nu$ does appear as a substantive in other texts, with an understood $\acute{\epsilon}\lambda\alpha\iota\omicron\nu$ or $\sigma\acute{\pi}\epsilon\rho\mu\alpha$ depending on context (e.g. *BGU XVI* 2619, ll. 5–6 [ca. 21–5 BC]).

At the end of the line one expects $\delta / \acute{\alpha}\varsigma$ ($\kappa\alpha\iota$) before $\acute{\alpha}\pi\omicron\lambda\delta\acute{\omega}\sigma\omega$.

10. $\mu\acute{\epsilon}\tau\rho]o\ \acute{\epsilon}\lambda\alpha\iota\omicron\upsilon\rho\gamma\langle\upsilon\kappa\rangle\acute{\omega}$. Cf. l. 4 n. There is no room for a reference to the six-choenix measure. For the position of the reference to the measure in the contract, cf. *P. Tebt.* I 110, l. 7 (92 or 59 BC) and *P. Fay.* 89, ll. 15–16 (AD 9).

15. $\acute{\epsilon}\tau\omicron\upsilon\varsigma$ ζ. The writing of the year is more careful and clear, which differentiates it from the rest of the docket. Cf. the similar writing of $\acute{\epsilon}\tau\omicron\upsilon\varsigma$ in the docket of the Demotic contract *P. Hawara* 23 (written in Ptolemais Euergetis, 67 BC).

$\acute{\alpha}\nu\acute{\alpha}\langle\gamma\rangle\gamma\rho\langle\alpha\pi\tau\alpha\iota\rangle\ \acute{\epsilon}\nu\ \acute{\epsilon}\nu\langle\eta\mu\epsilon\rho\acute{\iota}\alpha\varsigma\rangle\ \gamma\rho\langle\alpha\phi\epsilon\acute{\iota}\omega\rangle$. The usual phrase is $\acute{\alpha}\nu\acute{\alpha}\gamma\epsilon\gamma\rho\alpha\pi\tau\alpha\iota$ $\delta\acute{\iota}\alpha\ \tau\omicron\upsilon\ \acute{\epsilon}\nu\ \dots\ \gamma\rho\alpha\phi\epsilon\acute{\iota}\omicron\upsilon$, but *P. Fay.* 89, ll. 6–7 (AD 9) offers a parallel: $\acute{\alpha}\nu\acute{\alpha}\gamma\epsilon\langle\gamma\rho\alpha\pi\tau\alpha\iota\rangle\ \acute{\epsilon}\nu\ \Pi\eta\langle\lambda\omicron\upsilon\sigma\acute{\iota}\omicron\upsilon\rangle\ \gamma\rho\langle\alpha\phi\epsilon\acute{\iota}\omega\rangle\ \dots\rho\epsilon\langle\ \rangle$. This is the first mention of Euhemeria's *grapheion*. For a list of the registration dockets written in this grapheion, see F. Reiter, 'Ein neuer Blick auf SPP XXII 78 und das Schicksal der Dorfgrapheia', [in:] Arlt & Stadler (eds.), *Das Fayyûm in Hellenismus und Kaiserzeit* (cit. n. 2), p. 164.

2. Loan of money

P. Mich. inv. 3380

28.5 × 14 cm

22 December 71 (?) BC

Papyrus

Theadelphia

This papyrus was part of the University of Michigan's allotment of the British Museum consortium's 1925 purchase from Maurice Nahman.⁴⁰ It

⁴⁰ It was part of Bell's 'Lot III', described as a 'great mass of material' of disappointing quality: H. I. BELL, *Preliminary Report on Nahman's Papyri*, 1925, p. 1. A copy of this report is kept in the University of Michigan Papyrology Collection and a scan can be found under 'Acquisitions' on the collection's webpage (<<http://www.lib.umich.edu/files/libraries/papyrology/acq-reports/Report%20on%20Papyri%2C%20etc.%2C%20of%201925%20consignment.pdf>>, accessed 14 May 2014).

is complete on all sides, with only a small section missing at the bottom left and some deterioration, in particular along the vertical fold line in the middle.

The overall appearance of the document is quite similar to 1. The first section of text, the *scriptura interior*, written in abstract form, begins just below the top edge of the papyrus, with a small margin of *ca.* 0.75 cm, and side margins of 1 cm on the left and *ca.* 0.75 cm on the right. A *paragraphos* marks where the *scriptura exterior* would have begun, but instead there is a blank space *ca.* 9 cm in height. Below this blank space is the debtor's subscription, written with a left margin of 1–1.5 cm, and occupying 10.75 cm of the papyrus' height. After a small gap of 1–1.5 cm, the registration docket is written at the bottom of the papyrus, 1.5 cm above the bottom edge. There are two (?) lines of indistinct writing towards the left of this bottom margin. The verso is blank.

As in 1, the hand of the *scriptura interior* appears to be the same as that of the registration docket, which we consider to be hand 2. The first hand, that of the subscription, has enough similarities to 1's subscription and hand 3 of the precisely dated *SB V 7532* (see above) that I prefer dating the document to 71 BC.

In this contract, Zosimos, alias Arebrus/Arebrous, son of Pasion, and his mother Apollonia, alias Senyris, receive a loan of 75 drachmas, which they are to repay six months later with the standard monthly interest of 2%. The borrowers are designated 'Persians' and they are mutual sureties for one another. The registration docket at the bottom contains the earliest example of the title *νομογράφος* as well as an unparalleled combination of this title with *ὁ πρὸς τῷ γραφείῳ*.

- (Hd. 2) (ἔτους) ια Χοιὰχ ἰδ̄ ἐδά(νεισεν) *vac.*
 2a *Zωσίμωι τῶι κ(αὶ) Ἀρεβρ[ῦ]τ(ι) Πασι[ῶ]νος (Πέρσηι) τῆ(ς*
ἐπιγονῆς) καὶ ..λ(
το(ύτου) μη(τρὶ) Ἀπολλῶ(νίαι) τῆ(ι καὶ) Σεπ[...]() Ζωσίμου του
καὶ
 4 *Ἀρεβρωῦτο[ς]...[ca. 4]..... υἱοῦ ἀργυ(ρίου) ἐπ(ισήμου) δοκ(ίμου)*
Πτολ(εμαιοῦ) ..[ca. 5].. δ[ρ]αχ(μάς) ε.() οἱ ἀποδ(ότω) Παῦν(ι)

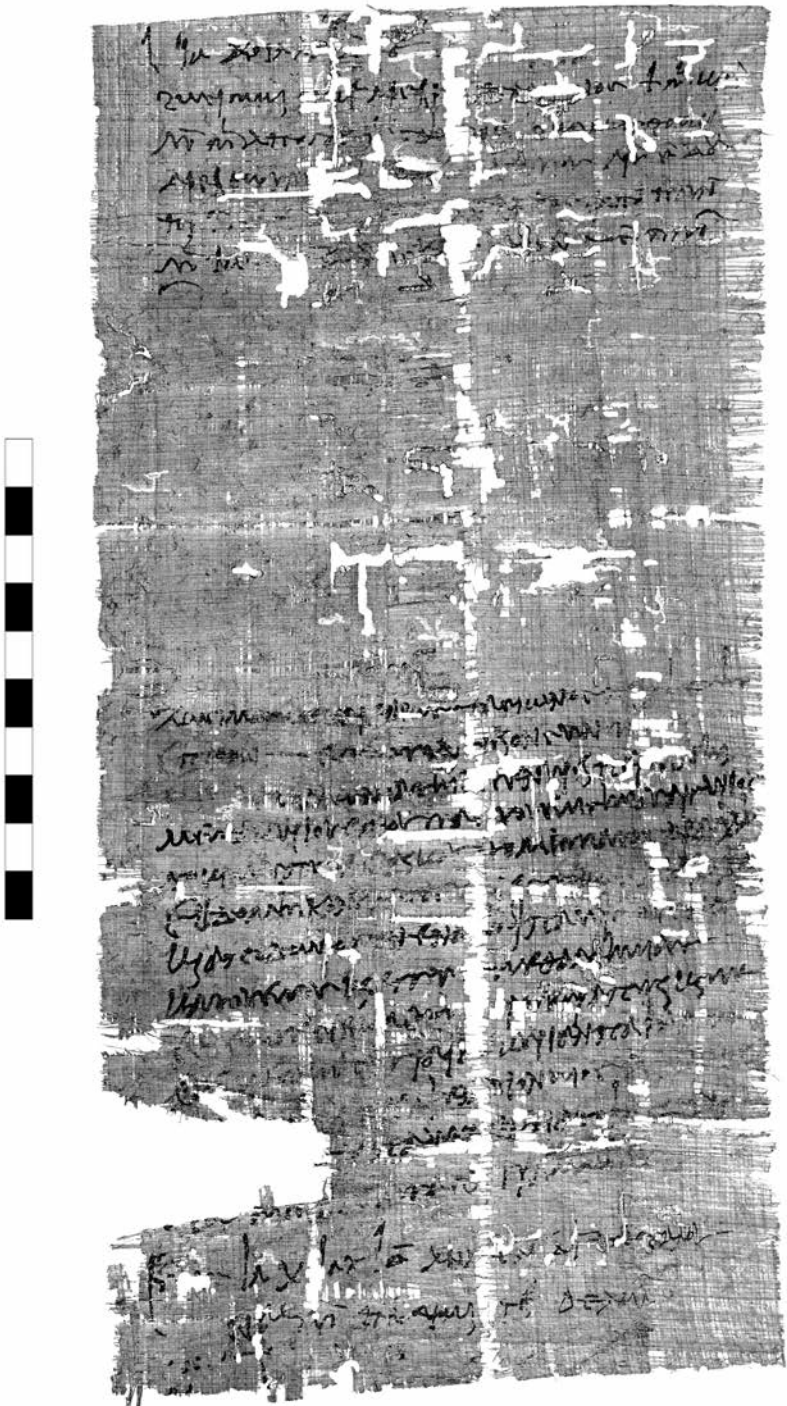


Fig. 2. P. Mich. inv. 3380
(photo courtesy of University of Michigan Papyrology Collection)

το(ῦ) α(ὑτοῦ) ια (ἔτους)[.]ισ.κ() [.] () Διον(ύσιος)
 σ(υγγραφοφύλαξ) Πτολ()

(blank space of ca. 9 cm)

- (Hd. 1) Ζώσιμος ὃς καὶ Ἀρεβρώς Πασίωνος Πέρσης τῆς
 8 ἐπιγονῆς ἔχω τὸ δάνειον σὺν τῇ μητρὶ
 μοῦ Ἀπολλωνία τῇ κ[α]ὶ Σενύρει Περσεΐνῃ
 μετὰ κυρίου ἐμοῦ τὰς τοῦ ἐπισήμου ἀργυρίου
 12 δοκίμου Πτολεμαϊκοῦ νομίσματος δραχμ(άς)
 ἐβδομήκοντα πέντε ἐγ τόκοις διδράχμ(οις)
 καὶ ἀποδώσομεν ἐν μηνὶ Παῦνι τοῦ ἐνδε-
 κάτου ἔτους καὶ ἐγγυώμεθ' ἀλλήλους
 16 εἰς ἔκτεισιν καθὼς γέγραπται καὶ τε-
 θείμεθα τὴν συγγραφὴν κυρίαν παρὰ Πτολ-
 [ca. 6–8]. ἔγραψεν Διονύσιος Διονυσίου
 [ἀξιωθεῖ]ς ὑπ' αὐτῶν διὰ τὸ φάσκειν αὐ-
 20 τοὺς μὴ ἐπίστασθαι γράμματα.
 (Hd. 2) ἔτους ια Χοιὰχ ἰδ' ἀναγέγρα(απται) διὰ Πετάλου
 νομ(ογράφου) το(ῦ) πρὸς τῶι γρ(αφείωι) Θεαδελ(φείας)
 traces of two (?) lines

1. L pap. | Χοιαχ: first χ corr. ex α (?) | εδ^α pap. || 2. τω^κ pap. | αρεβρ[υ]τ pap. | † pap. | τ^η pap. | . . .^λ pap. || 3. τῶ pap. | μ^η pap. | απολλ^ω pap. | τ^η pap. || 4. αρ^γ pap. | π pap. | δδ pap. || 5. πτ^ο pap. | δ[ρ]αχ pap. | απ^ο pap. | παυν pap. || 6. τῶ pap. | L pap. | [.]ισ^κ pap. | διοῦ pap. | - pap. | σ pap. | πτ^ο pap. || 9. I. Περσίνῃ || 11. δραχ^μ pap. || 12. I. ἐν | διδραχ^μ pap. || 15. I. ἔκτισιν | I. καθὼς || 20. αναγεγρ pap. | δτ^α pap. || 21. νο^μ pap. | τῶ pap. | γρ| pap. | θεαδ^ε pap.

Abstract (ll. 1–6): 11th year, Choiach 14. (blank) lent to Zosimos, alias Arebrus, son of Pasion, Persian of the epigone, and ... his mother Apollonia, alias Senyris, with her son Zosimos, alias Arebrous as guardian (?) ... 75 (?) drachmas of coined silver of genuine Ptolemaic issue. He is to repay it in Pauni of the same 11th year ... Dionysios. Guardian of the contract: Ptol(). Subscription (ll. 7–19): I, Zosimos, alias Arebros, son of Pasion, Persian of the epigone, have the loan, along with my mother Apollonia, alias Senyris, Persian, with me as her guardian, the seventy-five drachmas of coined silver

of genuine Ptolemaic issue, at the two-drachma interest rate, and we will pay it back in the month of Pauni of the eleventh year and we are mutual sureties for full repayment according to what has been written and we have placed the valid contract with Ptol.... I, Dionysios, son of Dionysios, having been asked, wrote on their behalf since they said that they do not know letters.

Registration (l. 15): 11th year, Choiach 14. Registered through Petalos, notary in charge of the writing office of Theadelphia.

2a. ...os. Faint letters can be read between ll. 1 and 2, perhaps partly erased. They are written above Πασίωνος and thus might be a note regarding Arebrus' patronymic. Otherwise they could relate to the missing lender's name.

2. Ἀρεβρ[υ]τ(ι). Written in l. 4 as Ἀρεβρωῦτο[ς] and in the subscription (l. 7) as Ἀρεβρῶς.

† (Πέρσηι). I read this as the symbol that appears commonly in *grapheion* documents for words beginning with a *pi* and containing a *rho* or *lambda*, or even the whole phrase Πέρσης τῆς ἐπιγονῆς,⁴¹ although here it apparently stands only for Πέρσης. It originated among late Ptolemaic notaries⁴² and in the Roman period its use spread outside the notary offices.⁴³

καὶ . . λ(). καὶ τῆι is expected with the following το(ύτου) μη(τρὶ), but this does not seem possible.

3. Ἀπολλω(νίαι) τῆι(καὶ) Σεπ[. . .] () Ζωσίμου. From the parallel passage in the subscription, we expect Σενύρει Περσίνηι μετὰ κυρίου, but if so, it must have been highly abbreviated.

5. νομίματος should follow Πτολ(εμαικοῦ), as in l. 11 of the subscription.

δ[ρ]αχ(μάς) ε() οε. Perhaps the statement of interest can be found here.

6.[.]εσ(κ()). A reference to mutual surety should be sought, perhaps ending [ε]ἰς ἑκ(τισιν).

[.] () Διον(ύσιος). The missing term, abbreviated with one or two letters, should refer to Dionysios' role as subscriber (cf. ll. 17–19), which was called ὑπογραφεύς in the Roman period.

⁴¹ For discussion, see *P. Mich.* II 121 recto, introduction; *P. Mich.* V 241, ll. 13 and 17 n.; and *P. Mich.* V 293, introduction.

⁴² A clear example can be found in the double document from Nilopolis to which I have frequently referred, *SB* V 7532, l. 2 (74 BC), where the symbol stands for the patronymic Πτολεμαίου. An earlier example can be found at *P. Stras.* II 88, l. 13 (Pathyris, 105 BC, with *P. Mich.* V 241, l. 17 n. = *BL* III, 232). While I agree that the 'Πέρσης' symbol should be read, there is a clear *rho* following (as the editor notes), which is not found in later examples.

⁴³ E.g. the tax list *CPR* VIII I, l. 40 (Arsinoite, 1st–2nd c. AD): (Πτολεμαίδος) Ἀράβ(ων).

8. *σὺν τῆι μητρὶ κτλ.* Coming after τὸ δάνειον, the inclusion of the borrower's mother in the subscription appears to be an afterthought. Cf. *SB VI 9612*, ll. 2–3 (Theogonis, 88/7 [?] BC): *μεμισθώμεθα εἰς ἔτη τρία ἀπὸ τοῦ τριακοστοῦ ἔτους, σὺν Ἀκουσιλάωι καὶ τῶι τοῦ|τωι (l. τούτου) υἱῶι Νικαίωι κτλ.*

12. *ἐγ* (l. *ἐν*) *τόκοις*. This would be an unusual exchange, since normally *ν* becomes *γ* only before velar stops (E. Mayser, *Grammatik der griechischen Papyri aus der Ptolemäerzeit*, I/1, Leipzig 1898, p. 205, and F. T. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods*, I: *Phonology* [= *Testi e documenti per lo studio dell'Antichità* 55/1], Milan 1976, pp. 166 and 167). Two parallels can be cited: *P. Col. X 285*, l. 32 (see editor's note), and *P. Bon. 17*, l. 2.

20–21. *ἀναγέγρα(α)πται δι(ὰ) Πῆτάλου | νομ(ο)γράφου το(ῦ) πρὸς τῶι γρ(α)φείωι* *Θεαδελ(φ)είας*). This is the earliest attestation of *νομογράφος*, which becomes common only in the Roman period;⁴⁴ *ὁ πρὸς τῶι γραφείωι*, on the other hand, is much older, making its first appearance shortly after the introduction of registration for Demotic contracts in 146 BC.⁴⁵ A combination of these titles is unparalleled in Greek documents, although it is generally assumed that in the Roman period these two positions were equivalent or at least frequently held at the same time.⁴⁶ In a number of early-Roman documents from Soknopaiou Nesos, we find what may be the Demotic equivalent of this combination of titles: *sh qnb.t sh mtn*, with *sh qnb.t*, 'writer of documents', equating to *νομογράφος* and *sh mtn*, 'writer of the (registration) mark', equating to *ὁ πρὸς τῶι γραφείωι*.⁴⁷

The notary Petalos is responsible for the registration of two further unpublished documents in the Michigan collection.⁴⁸

⁴⁴ The only other Ptolemaic example is *BGU VIII 1777*, l. 6 (64–44 BC), *νομογράφω τῶν ἐκ Πώεως*, while the earliest Roman-period attestation is *P. Lips. II 128*, l. 28 (Talei, 19 BC).

⁴⁵ P. W. PESTMAN, 'Registration of demotic contracts', [in:] *P. Choach. Survey*, pp. 337–339.

⁴⁶ As suggested by A. E. R. BOAK, 'The *grapheion* at Tebtunis', [in:] *P. Mich. V*, pp. 1–2. Cf. R. H. PIERCE, 'Grapheion, catalogue, and library in Roman Egypt', *SymbOsl* 43 (1968), p. 69, and Sandra LIPPERT & Maren SCHENTULEIT [in:] *P. Dime III*, p. 103. There is still much room for improving our understanding of the relationship between the various titles associated with the *grapheion*.

⁴⁷ Sandra LIPPERT & Maren SCHENTULEIT [in:] *P. Dime III*, pp. 103–104. Cf. also *CPR XV 1*, l. 17 (Soknopaiou Nesos, 3 BC), in which the writer of the document is titled *νομογρά[φ]ο[s] καὶ πρὸς τ[ῶ]ι χ[α]ρ[α]γμῶι κώμη[ς] Σούχ[ο]υ [τῆ]ς Σοκν[ο]π[α]ίου Νή[σ]ου*. Lippert and Schentuleit consider the latter title, attested only here in Greek, to be a translation of Demotic *sh mtn*, 'writer of the (registration) mark', which receives support from the unexpected absence of the Greek article before *πρός*.

⁴⁸ *P. Mich. inv. 4281c* is the bottom part of a contract concerning land, preserving part

APPENDIX:

REGISTERED *GRAPHEION* CONTRACTS
WITH MISSING OR INCOMPLETE BODY CONTRACT⁴⁹

Including the two documents published above (1 and 2) and unpublished papyri in the Michigan collection,⁵⁰ there are fifteen contracts written between 74 BC and AD 10 in eight different *grapheia* (all in the Arsinoite nome) whose body contract is either incomplete or not written at all.⁵¹ Numbers 1–3 are late Ptolemaic double documents, and the remaining ones early Roman *grapheion* contracts. Of the Roman *grapheion* contracts all but 9, 10, and 12 are cancelled by cross-hatching.

No.	Contract	Date	<i>Grapheion</i>	Type	Top of document ⁵²
1	1	30 August 74 (?) BC	Euhemeria	Loan of radish seed	Abstract
2	P. Mich. inv. 4436d + 4283 ⁵³	73 (?) BC	Theadelphia	Antichretic loan	Abstract
3	2	22 December 71 (?) BC	Theadelphia	Loan of money	Abstract

of the subscription and registration. P. Mich. inv. 4436d + 4283 (see n. 5) is an antichretic loan dated to a year 9 and thus probably two years earlier than 2.

⁴⁹ This list updates that found in BROWNE, ‘Ad P. Oxy. XXXIV 2705’ (cit. n. 8), p. 55, n. 10, and also includes documents with an incomplete body contract.

⁵⁰ Numbers 5, 11, and 14 are being edited by myself, Nikos Litinas, and Elizabeth Nabney and belong, like 6–8, to the Harthotes archive (Trismegistos.org, archID 99).

⁵¹ Others, such as P. Mich. inv. 4299 (20/19 BC) and P. Mil. I² 5 (AD 8/9) might also be of this type, but they are broken off above their registration dockets. Cf. also PSI X 1129 (Teb-tunis, 24/23 BC), a unilateral declaration from a *komogrammateus* that might have been influenced by this type of contract (note the blank upper part), although it was not registered in the *grapheion*. For other possible Ptolemaic examples, see above n. 6 and 2, ll. 21–22 n.

⁵² The examples with an ‘incomplete body contract’ are described further in the notes; ‘date/location’ refers to body contracts that contain only the opening dating formula and the location in which it was written.

⁵³ See above, n. 5.

<i>No.</i>	<i>Contract</i>	<i>Date</i>	<i>Grapheion</i>	<i>Type</i>	<i>Top of document</i>
4	<i>P. Ryl.</i> IV 601 ⁵⁴	1 August 26 BC	Ptolemais Euergetis	Lease of cleruchic land	Incomplete body contract ⁵⁵
5	<i>P. Mich. inv.</i> 4436g + 4344	12/II BC	Unknown	Work contract	Incomplete body contract ⁵⁶
6	<i>P. Gen.</i> II 89	6 January 5 BC	Theadelphia	Advance sale	Illegible
7	<i>P. Mil.</i> I ² 4	24 January 2 BC	Theadelphia	Advance sale	Illegible (person description?)
8	<i>P. Oslo</i> II 32	23 August AD 1	Apias	Sublease of public land	Personal descriptions
9	<i>P. Mich. inv.</i> 1324	25 March AD 6	Theadelphia	Unknown	Personal descriptions and date/location
10	<i>BGU</i> I 174 + 189 ⁵⁷	22 August AD 7	Soknopaiou Nesos	Loan of money	Date/location
11	<i>P. Mich. inv.</i> 4346 + 4446f	15 October AD 7	Philagris	Service contract	Incomplete body contract ⁵⁸
12	<i>P. Mich.</i> V 345	10 December AD 7	Tebtunis	Agreement not to prosecute	Date/location
13	<i>P. Fay.</i> 89	2 March AD 9	Pelousion	Loan of seed	Date/location

⁵⁴ There is a one line docket of an uncertain nature above the body contract, which has not been deciphered.

⁵⁵ The body contract seems to cut off mid-sentence and there is a sizable blank space above the registration docket, filled only by a large 'X' to match the cross-hatching of the rest of the document. The day of the month is also left blank in l. 3.

⁵⁶ The usual opening formulae containing the date and location are missing and the body contract reads more like an abstract.

⁵⁷ Published separately, *BGU* I 174 and 189 are the upper and lower halves of a single document, broken clean through the registration mark above the subscription (I thank Marius Gerhardt for providing images). The apparently different date at the bottom of *BGU* I 189 can be re-read as *Μεσορῆ κθ* (*ed. pr.* κθ) and the discrepancies in the names (e.g. *Σαταβοῦς* / *Χαταβοῦς*) are just variant spellings.

⁵⁸ Cuts off after *ὁμολογεῖ* and identification of the two parties to the contract.

<i>No.</i>	<i>Contract</i>	<i>Date</i>	<i>Grapheion</i>	<i>Type</i>	<i>Top of document</i>
14	<i>P. Grenf. II 40</i> ⁵⁹	14 December AD 9	Soknopaiou Nesos	Unknown	Personal descriptions and date/location
15	<i>P. Mich. inv. 931</i> + <i>P. Col. X 249</i>	4 April AD 10	Philagris	Service contract	Incomplete body contract ⁶⁰

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⁵⁹ The papyrus is broken in the blank space under the writing at the top; because of the cross-hatching, indicating that the obligations contained in the contract were fulfilled, it is assumed to be a registered contract.

⁶⁰ Cuts off mid-sentence after a substantial portion of the body contract was written.