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TWO CONTRACTS FROM KARANIS

The two papyri discussed in this article came from the archive of Aurelios Isidoros of Karanis now in the Cairo Museum. Like those published elsewhere¹ by the writer, they appear with the kind permission of the authorities of the Museum.

I. SALE OF A DONKEY

Cairo, *Journal d'entrée* 57370 9×10 cm. A. D. 267.

This small papyrus has a number of holes some of which have damaged the writing although not so badly as to prohibit its reconstitution. The writing begins at the top of the sheet and covers the upper three-fourths of it, without leaving any right or left hand margins. It is a holograph in a sloping cursive with rather large and, in general, distinct and legible letters.

The document is a deed of sale (ὁμολογία πρᾶσεως) of a donkey colt, in the objective style. The seller is Aurelios Julianos; the buyer Aurelios Ptolemaios, son of Pankrates. Whereas the age and distinguishing mark of Julianos are given, those of Ptolemaios are omitted. The purchase price is 500 silver drachmas. Although a careful description of the colt is given, the seller offers no guarantee against possible defects, and no warranty against the claims of other parties (βεβαίωσις). For contracts of this type, see R. Taubenschlag, *The Law of Greco-Roman Egypt*, I p. 253.

Although this contract has nothing of significance to offer in its legal aspects, it does present some items of interest from other points of view. It is the earliest of the documents found among the Isidoros papers and, in fact, did not belong to Isidoros himself but to his father, Ptolemaios, the purchaser of the donkey. Two receipts for the payment of rent belonging to the same Ptolemaios have been published in *Etudes de Papyrologie*, III pp. 37–40,

¹ Particularly in *Early Byzantine Papyri in the Cairo Museum*, *Etudes de Papyrologie*, II 1–22; III 1–45; V 85–117; VII 35–71.

Nos. 16 and 17, but these are somewhat later, being dated 276 and 279 respectively. We are likewise indebted to this contract for the name of the father of Ptolemaios, Pankrates. Probably the brother of Isidoros, the Aurelios Pankratios who represented their mother in a property declaration of 298 (*Et. de Pap.* II pp. 8—9, No. 2, 2 and 26) was named after this Pankrates. Since none of these three documents belonging to Ptolemaios could have been of any value to Isidoros, their preservation among his papers must have been purely accidental.

In addition to his age and distinguishing mark, the seller, Aurelios Julianos, is described as ἵππικός τῆς Παλαιστίνης. This raises the question whether he was a cavalry soldier or a member of the equestrian order of the empire, an *eques Romanus*. The latter seems to be the correct interpretation of his status. In the first place the adjective ἵππικός alone was used frequently both by literary writers of the Principate and in inscriptions as the equivalent of *eques Romanus* (D. Magie, *De romani iuris publici sacrique vocabulis sollemnibus*, 53) and has also been found with this meaning in other papyri (Preisigke, *Fachwörter*, s. v., and *Wörterbuch*). Secondly, in the case of a soldier the name of the corps to which he belonged would have been given. Τῆς Παλαιστίνης cannot be interpreted in such a sense, and must denote his place of origin or, at least, of residence. We must see him, therefore, as a Palestinian of equestrian rank temporarily in the Fayum. Perhaps this accounts for the mention of his age and signalment and the omission of that of Ptolemaios who was a permanent resident of the Fayum village of Karanis and, like his son Isidoros, a person of some local importance.

Of some interest also is the price of the young donkey — 500 drachmas — which adds another item to our too extensive list of third century prices. Compared with 600 dr. for a female donkey in 204 (P. Oxy. 1707), 1500 dr. for a pair of donkeys, one in foal, in 217 (PSI. 79), 400 dr. for a female in 217 (SPP. XXII 16) and 500 dr. for a male in 219 (BGU. 413), all listed in Johnson, *Roman Egypt*, p. 231, this price would indicate roughly a twofold increase in price since the early part of the century if we consider a colt as worth half a full-grown animal. On other hand, the 15,000 dr. paid for a female colt in 309 by Isidoros (*Early Byz. Pap.* No. 35, *Et. de Pap.* VII 59—61) shows a tremendous inflation, here thirty-fold, for the last quarter of the third and the early fourth centuries.

TEXT

Ἔτους ιε τοῦ κυρίου ἡμῶν Γαλλιηνοῦ
 Σεβαστοῦ, Φαῶρι κζ, ἐν τῇ μη(τροπόλει)
 τοῦ Ἀρσινοίτου. ὁμολογεῖ πεπρακ(έναι)
 Αὐρήλιος Ἰουλιανὸς Ὀκταείου ἱπ-
 5 πικὸς τῆς Παλαιστεινῆς (ὡς ἐτῶν) λτ
 οὐλή ἀντικ(νημίω) δεξ(ιῶ) Αὐρηλίω Πτο-
 λεμαίω Πανκράτους ἀπὸ κώ(μης) Καρα-
 νίδος (δ)νον ἀρρένα μέλαν πῶλ(ον)
 ἄβολ(ον) τείμης ἀργ(υρίου) (δραχμῶν) πεν(τ)ακοσίων
 10 (γίνονται) (δραχμαί) Φ
 καὶ ἐπερωτηθέν(τε)ς ὠμολόγησαν

1. The 15th year (267—68) was the last official regnal year of Gallienus in Egypt. Phaophi 27 = October 24.

2. μη(τροπόλει): pap. μῆ. The reference is to Arsinoe.

8. A sloping stroke appears after νίδος and before [δ]νον.

9. There is another sloping stroke above the εἰ of τείμης, as if the writer had meant to abbreviate the word and then had written it out in full.

TRANSLATION

In the fifteenth year of lord Gallienus Augustus, Phaophi 27, in the metropolis of the Arsinoite nome. Aurelios Julianos, son of Oktavios, an equestrian from Palestine, about thirty-six years old with a mark on his left shin, acknowledges that he has sold to Aurelios Ptolemaios, son of Pankrates, of the village of Karanis a male black donkey colt which has not yet cast its foal teeth, at a price of five hundred drachmas in silver. — drachmas 500.

And upon being formally interrogated, they have acknowledged it.

II. SALE OF BEANS FOR FUTURE DELIVERY

Journal d'entrée 57375

17×20 cm.

A. D. 309.

The papyrus is badly broken at the bottom with the result that several lines of the text have been lost. It has also suffered from abrasion along the left side. The writing begins near the top of the sheet; there is a margin of about 3 cm. at the left, but none

at the right. The body of the text is written in a moderately large sloping cursive, characterized by very long strokes in the letters ι , ρ , φ , and flourishes in the case of many terminal letters.

We have here a contract covering a sale of beans for future delivery. This type of sale has been discussed by Taubenschlag, *Law of Greco-Roman Egypt*, I pp. 254—255, with citation of the examples and of the controversial literature on the juristic character of such contracts. The present document is in the form of an objectively expressed $\delta\mu\omicron\lambda\omicron\gamma\iota\alpha$. The seller, Aurelios Isidoros of Karanis acknowledges that he has received from the buyer, Aurelios Neilos, 17 talents 3000 drachmas in cash as the price of 150 artabas of beans. The contract is dated on or before the Nones of a certain month, and the delivery of the beans was to take place on the Ides of June following (June 13). There is the usual provision to guarantee that the beans supplied by Isidoros shall be of proper quality, and Neilos is given the right of execution against him and his property in case delivery should not be made on time and Neilos should have to demand repayment.

This contract bears a certain resemblance to another in the Isidoros archive published already in *Et. de Pap.* V No. 28 pp. 109—110. There, an Aurelios Heras acknowledges the receipt of a sum of money from Isidoros as the price of six artabas of beans which he is to repay in the month Pauni when called upon. The difference, however, is that Heras claims to have received the six artabas of beans and promises to replace them as agreed. In the introduction to this text, I indicated that perhaps Heras did not actually receive the money but in place of it six artabas of beans of that value. And later, in commenting on a levy of beans exacted from Isidoros (*Et. de Pap.* VII No. 36 pp. 61—63), I suggested that Heras made this loan from Isidoros to satisfy a bean levy. This may well be true, and it is interesting to note that both No. 28 and the contract before us belong to the same year and the delivery of the beans in each case was to take place in the same month, June. That would be after the bean harvest which occurred in April or May. It may well be that in No. 28, there was a scribal error in the statement that Heras received beans in place of cash and this would certainly clear up the apparent contradiction in the text. Nevertheless, the contract with Neilos shows that Isidoros was a bean grower or at least could count upon the control of a bean crop. In his review of No. 36, C. B. Welles has pointed out

the significance of beans as food for the troops stationed in Egypt. (*Amer. Journ. Phil.* 1950 p. 110).

Aurelios Neilos is described as οὔετρο(ανός) τῶν ἐντιμῶς ἀπολελυμένων ἀπὸ (ἐκατοντάρχων), that is, an honorably discharged veteran who had attained the rank of centurion. The formula ἐντιμῶς ἀπολελυμένος or ἀπολυθείς is well attested, and the ἀπὸ (ἐκατοντάρχων) is paralleled by the ἀπὸ δουπλικιαρίων of BGU. 1021, 2. The Greek ἐντιμῶς ἀπολελυμένος is obviously a translation of the Latin *misus honesta missione*².

TEXT

- ὁμολογεῖ Αὐρήλιος Ἰσίδωρος Πτολεμαίου
 [μ]ητρο[ός Ἡ]ρωίδος ἀπὸ κώμης Καρανίδος ὡς (ἐτῶν) με
 [οὐλή] ἀ[ν]τικνημιά δεξιῶ Αὐρηλίῳ Νείλῳ οὔετρο(ανῶ) τῶν
 ἐντιμῶς ἀπολελυμένων ἀπὸ (ἐκατοντάρχων) ἔχειν παρ' αὐτοῦ
 5 ὁ ὁμολογῶν διὰ χειρὸς ἀργυρίου κεφαλαίου τάλαντα
 [δ]έκα ἑπτὰ καὶ δραχμὰς τρεισχιλίας, οὔσας τιμὴν ἦν συν-
 [ε]φώνησαν πρὸς ἑαυτοὺς φασήλου ἀρταβῶν ἑκατὸν
 πεντήκοντα, (γίνονται) ρν, ἄσπερ τοῦ φασήλου ἀρτάβας
 [ε]κατὸν πεντήκοντα ἐπάναγκον ἀποδώσει ὁ ὁμολογῶν
 10 [τ]ῶν Εἰδῶ(ν) μηνὶ Ἰουνίῳ τοῦ ἐνεστῶτος ἔτους ἐπὶ τῆς προκει-
 [μ]ένης κώμης μέτρῳ τετραχοινικῶ τὸ γένος νέον καθα-
 [ρὸ]ν ἄβολον εὐάρεστον ἀνυπερθέτως. ἐπὶ δὲ τῆς ἀπαιτήσεως
 [γε]νέσθαι τῷ Νείλῳ τὴν πράξιν ἕκ τε τοῦ ὁμολογοῦντος καὶ ἕκ
 [τ]ῶν ὑπαρχόντων αὐτῷ πάντων καθάπερ ἕκ δίκης. καὶ ἔπερω-
 (τηθεὶς) ὠμολόγησεν.
 15 [ύπατε]ρας τῶν δεσποτῶν ἡμῶν Λικιννίου(ς) Σεβαστοῦ καὶ Κων-
 σταντίνου
 [υἱοῦ Σεβαστῶν].. Νών[α]ις [.....] (2nd hand) Αὐρήλιος Ἰσίδωρο[ς
]ἑπτὰ δ[

Here the papyrus breaks off.

¹ 4. (ἐκατοντάρχων). Pap. $\chi \chi$.
 $\rho \rho$

6. 17 t. 3000 dr. for 150 artabas of beans gives a price of 700 dr. per artaba. Unfortunately the price is missing from the bean contract of the same year refer-

² P. M. Meyer, *Heerwesen der Ptolemäer und Römer*; Preisigke, *Fachwörter*, s. v. ἀπολυθῶ; cf. Lammert, art. *missio*, RE XV 2053. The status of the Roman veterans in Egypt has received a new and exhaustive treatment in a Michigan dissertation by Dr. A. Aly, which he is engaged in preparing for publication.

red to in the introduction to this text, but in the fourth century an artaba of beans at Hermopolis sold for 800 dr. (PER. E. 206, cited by Johnson and West, *Byzantine Egypt*, 176).

12. ἐπὶ δὲ τῆς ἀπαιτήσεως. The same phrase occurs in *Et. de Pap.* V p. 10 No. 28, 9. It obviously means that if Isidoros should fail to deliver the beans as agreed in the contract, Neilos can demand the return of the purchase price, in which case he has the right of recovery against Isidoros and all of his property.

15. The year of this consulship was 309.

16. Νόν[α]ις. The name of the month in question is lost beyond recovery.

It is clear that the subscription of Isidoros, written by a third party because of his illiteracy, confirmed the receipt of the purchase price and his obligation to deliver the goods but too much of it has been lost to permit of an accurate reconstruction.

TRANSLATION

Aurelios Isidoros, son of Ptolemaios, his mother being Herois, of the village of Karanis, about forty-five years old, with a mark on his right knee, acknowledges to Aurelios Neilos, a veteran, one of the honorably discharged ex-centurions, that he, the acknowledging party, has received from him by hand a sum of seventeen talents and three thousand drachmas in silver which is the price that they mutually agreed upon for one hundred fifty artabas of beans, making 150 artabas. These one hundred fifty artabas the acknowledging party must deliver on the Ides, in the month of June of the current year in the aforesaid village according to the fourchoenix measure, from the new crop, clean, unadulterated, of good quality, without delay. And in case of demand for repayment, Neilos shall have the right of execution against the acknowledging party and all his possessions, as if in accordance with a judicial verdict. And upon being formally interrogated, he has acknowledged this.

In the consulship of our lords, Licinius Augustus and Constantine, (son of the Augusti), on the Nones... (2nd hand) I, Aurelios Isidoros...

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