

# Hatzilambrou, Rosalia

---

## Two Byzantine leases of house-property from the Beinecke Library Collection

---

The Journal of Juristic Papyrology 32, 35-44

---

2002

Artykuł został zdigitalizowany i opracowany do udostępnienia w internecie przez **Muzeum Historii Polski** w ramach prac podejmowanych na rzecz zapewnienia otwartego, powszechnego i trwałego dostępu do polskiego dorobku naukowego i kulturalnego. Artykuł jest umieszczony w kolekcji cyfrowej [bazhum.muzhp.pl](http://bazhum.muzhp.pl), gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

Rosalia Hatzilambrou

**TWO BYZANTINE LEASES  
OF HOUSE-PROPERTY FROM THE BEINECKE  
LIBRARY COLLECTION\***

THE TWO POPYRI EDITED BELOW are fragments of leases of house-property at Oxyrhynchus, and date to the fifth century. They both came to Yale through purchase in 1931, but belong to different acquisition lots.<sup>1</sup>

I.

P. CtYBR inv. 993  
Plate I

7.6 cm × 12.2 cm

471/472  
Oxyrhynchus

Most of the details of this transaction are missing, for the papyrus is broken off at the top, left and foot. What survives tells us that at least two people, a tapestry-weaver<sup>2</sup> and a woman called Maria,<sup>3</sup> both most probably

---

\* I am grateful to Dr. Nikolaos GONIS and Prof. Herwig MAEHLER for their helpful comments. I also thank Dr. Robert G. BABCOCK, Curator of the Early Books and Manuscripts Collection at the Beinecke Rare Book and Manuscripts Library, for his permission to reproduce images of the papyri.

<sup>1</sup> P. CtYBR inv. 993 and inv. 1358 were purchased in 1931 by M. I. ROSTOVZEFF from M. NAHMAN in Cairo and Paris respectively.

<sup>2</sup> For lessees who ply a trade, see H. MÜLLER, *Untersuchungen zur ΜΙΣΘΩΣΙΣ von Gebäuden im Recht der gräko-ägyptischen Papyri* (= *Erlanger Juristische Abhandlungen* 33), Köln – Berlin – Bonn – München 1985, pp. 95-96. The property under lease may have been connected to the lessee's profession.

natives of Oxyrhynchus, offer to take on lease from the first day of a month a part of house-property in the city of Oxyrhynchus. The provenance is not in doubt, for the document is dated by the Oxyrhynchite era (l. 7). The object of the lease probably included at least one room (see n. to ll. 11-2) on the ground floor of a house. The contract is drawn up in the form of a *hypomnema*, typical for the Oxyrhynchite nome.

The writing is along the fibres, and the back is blank.

### Text

. . . . .  
 [ ca 24 ] . . . . . ν .  
 [ ca 23 ] . . . . . τ]απητάριος  
 [ ca 14 ] λαμπρὰς καὶ] λαμπροτάτης  
 4 [Οξυρυγχιτῶν πόλεως ca 8 ] Μαρία θυγάτηρ  
 [ ca 22 ] . [ . ]ς ἐκουσίως  
 [ἐπιδεχόμεθα μισθώσασθα]ι ἀπὸ νεομηνίας τοῦ  
 [ ca 15 ] τοῦ ἐνε]στῶτος ἔτους ρμη ριζ  
 8 [τῆς δεκάτης ἰνδικτίων]ος ἀπὸ τῶν ὑπαρχόντων  
 [ca 3 διακειμένων ἐπὶ τῆς]δε τῆς πόλεως  
 [ ca 19 ] ἐν] ῥύμη καλουμένη  
 [ ca 18 ] ὄλ]όκληρον ἐπίπεδον  
 12 [τόπον? ca 19 ] . [ . ] . . [ . ] . . [ . ] . .  
 . . . . .

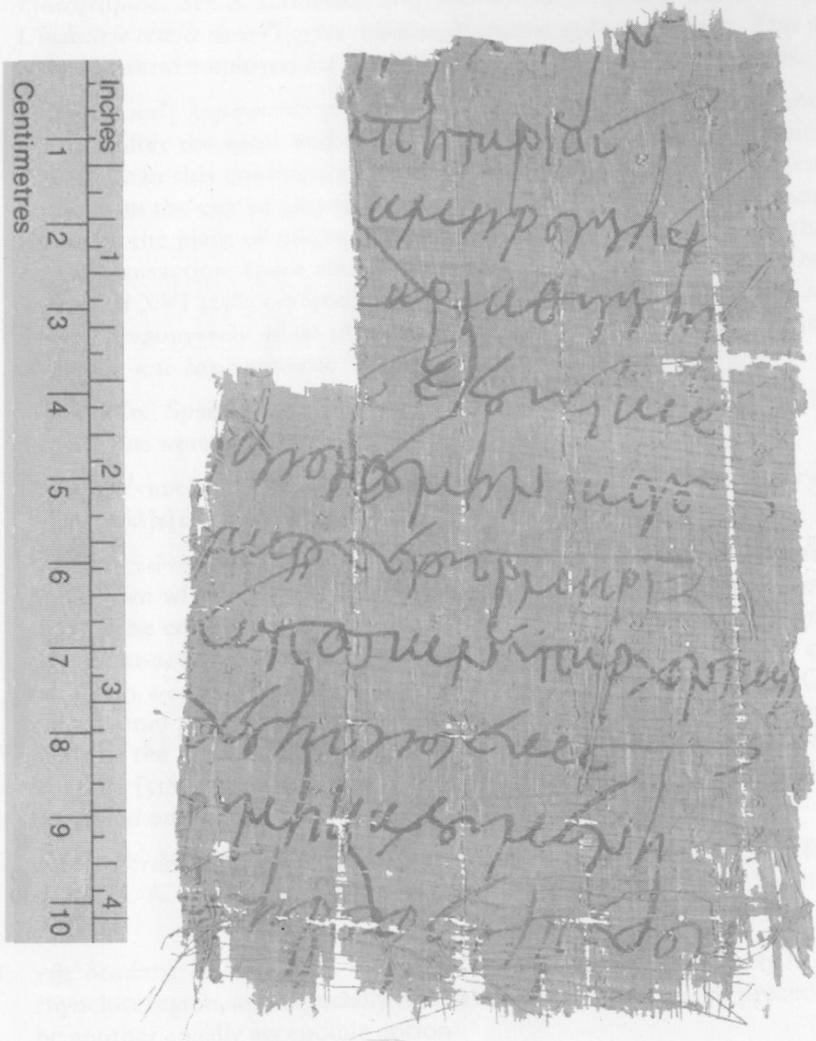
6 νεομηνίας: the initial ν corrected from μ | 8 ὑπαρχοντων

### Translation

... tapestry-weaver ... from [the splendid and] most splendid [city of the Oxyrhynchites] ... Maria daughter of ... Willingly [we offer to take on lease] from the first day of the month of ... of the present 148/117 year [of the tenth indiction] from the property belonging to [... situated in] this city ... [in] the street called ... a complete [room ?] on the ground floor ...

<sup>3</sup> For women as lessees, see MÜLLER, *Untersuchungen* (cit. n. 2), pp. 108-109, and J. BEAUCAMP, *Le statut de la femme à Byzance (4e-7e siècle)*, vol. II: *Les pratiques sociales*, Paris 1992, pp. 238, 425-427 and 447-8.

PLATE I



P. CtYBR inv. 993  
Courtesy of Beinecke Rare Book and Manuscripts Library

### Commentary

1. ] . . . . . γ . . The line seems to end with abbreviation.
2. τ]απητάριος. See S. Calderini, *Aegyptus* 26 (1946), p. 83, and E. Wipszycka, *L'industrie textile dans l'Égypte romaine*, Varsovie 1965, p. 118-119. This appears to be the term employed for 'the tapestry-weaver' in Byzantine Egypt.
- 3-4. λαμπρᾶς καὶ] λαμπροτάτης [Ὀξυρυχιτῶν πόλεως]. The placement of this formula after the name and occupation of the lessee, who is introduced *after* the lessor in this contract, suggests that: either (i) the lessor(s) does/do not come from the city of Oxyrhynchus, although they own property there (ll. 8-9), or (ii) the place of origin, although the same, is repeated for both parties to the transaction; space allows αὐτῆς before λαμπρᾶς. Cf. e.g. *P. Oxy.* XVI 1962 = *SB* XVI 12583.5-9 (500): γε[ου]χοῦσιν ἐνταῦθα τῇ λαμπρᾷ καὶ λαμπροτάτῃ Ὀξυρυχιτῶν πόλει Αὐρήλιος Ἄπα Νάκιος υἱὸς Φιλοξένου ἀπὸ τῆς λαμπρᾶς καὶ λαμπροτάτης Ὀξυρυχιτῶν πόλεως.
4. ] Μαρία. Space allows for καὶ Αὐρηλία before Μαρία, especially if abbreviations were employed.
5. ].[.]ε̅ ἐκουσίως. The name of Maria's father probably followed by ἀπὸ τῆς αὐτῆς πόλ]ε[ω]ς would fill the gap.
7. τοῦ ἐνε]στῶτος. There are many possibilities for restoring the line, since it is not known whether the *dies a quo* fell before or after the date of the conclusion of the contract, which we also lack, see J. Modrzejewski, *JJP* 7/8 (1953/54), p. 221-2, and Müller, *Untersuchungen* (cit. 2), p. 193-194.<sup>4</sup> ἐξῆς/εἰσιόντος (although εἰσιόντος μηνός in this collocation is not attested in the Oxyrhynchite nome) μηνός Month, or παρόντος/όντος μηνός Month, or simply the name of the month followed by μηνός. παρελθόντος μηνός Month (e.g. *PSI* V 466.8 [518] from Oxyrhynchus) or the plain name of a month should be dismissed on the grounds of space.  
τοῦ ἐνε]στῶτος ἔτους ρμη ριζ̅. The year corresponds to 471/472, see R. S. Bag-nall & K. A. Worp, *The Chronological Systems of Byzantine Egypt*, Zutphen 1978, p. 84.
8. τῆς δεκάτης ἰνδικτίων]ος. τῆς παρούσης ἱ (ἐνεστῶσης not likely in the Oxyrhynchite region, and especially here where ἐνε]στῶτος ἔτους precedes) could be another equally acceptable option.
9. [ca 3 διακειμένων. Both *κοι* or *ὕμιν* could fit the gap, while a *Höflichkeitstitel* would have been too long for the space available, unless *διακειμένων* was

<sup>4</sup> For this reason the supplements in *P. Wisc.* I 8.12-3 (Oxyrhynchus, 561, cf. *P. Wisc.* II 61 n. 1. 3) are not secure: ἀπὸ ν[εομηναίας τοῦ παρόντος] | μηνὸς [Χοιὰκ τοῦ ἐνεστῶτος] | ἔτους.

omitted, but this is less likely for the Oxyrhynchite (I am aware of only one parallel to this collocation, *CPR* VIII 61.II-2 of 546 from Arsinoe).

10. ἐν] ῥύμη καλουμένη. ἐν ῥύμη καλουμένη/λεγόμενη is normally preceded by ἐπ' ἀμφοδου X, which could well be the case here.<sup>5</sup> ῥύμη is the term proper for 'street' within villages and cities (cf. ὁδός in the countryside, see D. Hagedorn, *Gnomon* 69 [1997], p. 44) in the Byzantine period (cf. the Ptolemaic ἀγυιά, see J. Krüger, *Oxyrhynchos in der Kaiserzeit*, Frankfurt a/M. – Bern – New York – Paris 1990, p. 94).
11. ὄλ]όκληρον. In all likelihood, more property situated in the same street was leased along with the 'complete [room?]' on the ground floor,<sup>6</sup> so that καί could be restored before it.
- 11-12. ὄλ]όκληρον ἐπίπεδον [τόπον?]. The supplement is modelled on *P. Oxy.* VII 1038.23-4 (568) and XVI 1889.16 (496). For the term τόπος see G. Husson, *OIKIA*, Paris 1983, pp. 276-278, especially her third definition 'partie d'une maison ou d'un immeuble', and Müller, *Untersuchungen* (cit. n. 2), p. 154. However, at least theoretically, there may be other possibilities: e.g. οἶκον.

## II.

P.CtYBR inv. 1358

(1) 9.1 × 14.9 cm & (2) 9.2 × 14.7 cm

Mid-fifth century

Plate II

Oxyrhynchus

Two fragments from the lower part of a lease of house-property preserving the final clauses of the contract proper (the παραδώσω-clause, the *kyria* clause and the *stipulatio*), the subscription, the illiteracy formula and the notarial subscription. The formulas employed, and particularly the notarial signature (see note), suggest that the document comes from Oxyrhynchus. As for the transaction itself, the preserved closing lines of the contract reveal the name and patronymic of the lessee, the object of the lease and the fact that there was only one lessor.

The writing is along the fibres and the back is blank.

<sup>5</sup> Incidentally, I have noticed that *SB* VI 9586.21 (600) is wrongly supplemented with the unparalleled ἐν ἀμφοδῶ, although in theory with geographic and topographic terms ἐπίτινος is a synonym of ἐν τινι, see MAYSER, *Grammatik* II.2 464-5.

<sup>6</sup> I translate ὄλόκληρον as 'complete' in agreement with *P. Oxy.* VII 1038.24 and the *Wörterbuch* s.v.: 'ungeteiltes ... im ganzen Umfange nur für mich bestimmt'; in *P. Oxy.* XVI 1889.16 the term is translated as 'in good condition'.

## Text

.....  
 [ ca 8 ]. [ ca 9 ] . . [ . ] κ[α]ῖ [όπόταν βου-]  
 ληθῆς παραδώσ[ω ς]οι τὴν αὐτὴν μονόχωρον.  
 κυρία ἢ μίσθωσ[ις ἀπ]λῆ γραφεῖσα καὶ ἔπερ(ωτηθεῖς) ὡμ(ολόγησα).  
 4 (m. 2) Αὐρήλιος Ἑλίας υἱ[ὸς Σ]ιλουανοῦ ὁ προκείμενος  
 μεμίσθωμαι τῆ[ν μ]ονόχωρον καὶ ἀποδώσω  
 τὸ ἐνοίκιον ὡς πρόκι[τ]αι. Αὐρήλιος Γελάσιος  
 Νικοκλέους ἔγραψα [ὑπέ]ρ αὐτοῦ παρόν[τος γράμ-]  
 8 ματα μὴ εἰδότης.  
 (m. 3?) † di emu Ap . . . . .[

3. ἐπερ/ ὡμ/ | 4. I. προκείμενος | 6. I. πρόκειται

## Translation

... and [whenever] you wish I shall give back to you the same one-room house. The lease is binding, written in one copy, and in answer to the formal question I gave my assent.

(2nd hand) I, Aurelius Elias son of Silvanus the aforesaid, have leased the one-room house and I shall pay the rent as aforesaid. Aurelius Gelasius son of Nicocles wrote on his behalf in his presence because he does not know letters.

(3rd hand?) Through me Ap...

## Commentary

- 1-2. κ[α]ῖ [όπόταν βου]ληθῆς. For leases of house-property terminable at the will of the lessor, see Müller, *Untersuchungen* 187-9 and 271.
2. τὴν αὐτὴν. This could express the lessee's obligation to return the property intact, since the common clause ὡς παρείληφα/παρέλαβον is missing, see Müller, *Untersuchungen* 276.

τὴν αὐτὴν μονόχωρον (cf. l. 5). The term *μονόχωρον* is only attested in Oxyrhynchus, once more as feminine in *P. Oxy.* XLII 3057.12-13 (first/second century):<sup>7</sup> *μηκέτι λόγον ποιεῖσθαι περὶ τῆς κλειδῶς τῆς μονοχώρου*, twice as neutral (*P. Oxy.* XVI 1964<sup>8</sup>.11, 18 of 518, and XLVII 3355.3-4, 8, 12 of 535), while in *P. Oxy.* XVI 1957.12 (430) it could be either neutral or masculine. Editors and *LSJ Supplement* consistently translate *μονόχωρον* as *single room*. Husson considers it ‘un local’ (“L’habitat monastique en Égypte à la lumière des papyrus grecs, des textes chrétiens et de l’archéologie”, *Hommages à la mémoire de S. Sauneron*, vol. II, Le Caire 1979, p. 206) or ‘une partie d’un immeuble comportant plusieurs logements’ (*ZPE* 61 [1985], p. 69). However, ἡ *μονόχωρος*, perhaps an *adjectif substantivé* originating from ἡ *μονόχωρος οἰκία*, could well have been a single-room house, the Oxyrhynchite equivalent to the *μονοικίδιον* in the Fayum, which ‘pourrait être une maisonnette à pièce unique’ (Husson, *Hommages*, p. 206).<sup>9</sup> The neutral (or masculine) *μονόχωρον* in *P. Oxy.* XVI 1957.9, 16, 20, 25 is described as one of the three *τόποι* under lease (the other two are *κυμπόσια*) situated within the *αἴθριον*,<sup>10</sup> while in *P. Oxy.* XLVII 3355.2 it is said to be part of an *οἰκία*. It is not easy to determine the origins of the neutral *μονόχωρον* as an *adjectif substantivé*; it may have been part of the nominal phrase *μονόχωρον οἴκημα* (see Husson, *OIKIA* [cit. p. 38], pp. 183-185).

3. ἀπ]λῆ γραφεία. All Byzantine leases of house-property are written in one copy, the only exceptions mentioned to be written in two copies (*διεσχῆ*<sup>11</sup> *γραφεία*) are *P. Oxy.* XIV 1695.31 [360] and XLIV 3203.24 [400], both addressed to more than one lessor, three and two respectively.<sup>12</sup> In l. 16 of *P. Yale* I 71 (456), a lease addressed to one lessor, the edition prints *διεσχῆ*. Inspection of the online image of this papyrus (at <http://inky.library.yale.edu/>

<sup>7</sup> For the dating of this letter within the first two centuries, see P. J. PARSONS, *Pap. Flor.* VII (1980), p. 289, G. R. STANTON, “The proposed earliest Christian Letter on Papyrus and the Origin of the Term *philallelia*”, *ZPE* 54 (1984), pp. 49-63 and I. RAMELLI, “Una delle più antiche lettere cristiane extracanoniche?”, *Aegyptus* 80 (2000), pp. 169-188.

<sup>8</sup> Published in full by N. GONIS, “*P. Oxy.* XVI 1964: A Lease of a Room from Byzantine Oxyrhynchus”, *ZPE* 132 (2000), pp. 189-191.

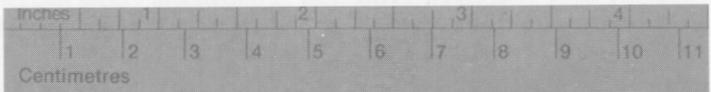
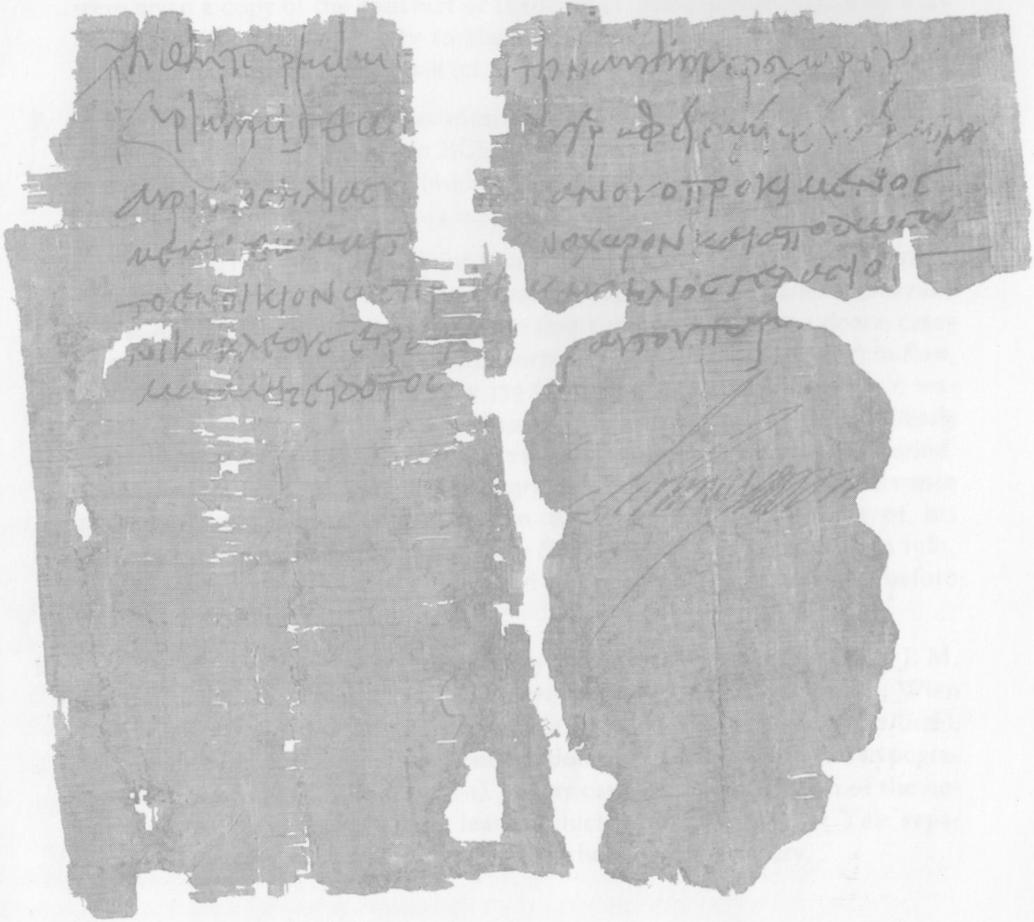
<sup>9</sup> To the examples cited there add *SB* I 4861.2 (fourth to seventh century, see J. M. DIETHART, *Korr. Tyche* 8 [1993], no. 87). On *SB* I 4723.2 cited by Husson, see N. GONIS, *Korr. Tyche* 15 (2000), no. 354 and n. 21.

<sup>10</sup> For *τόποι* and *αἴθριον* see HUSSON, *OIKIA* (cit. p. 38), pp. 276-278 and 29-36 respectively.

<sup>11</sup> In *P. Wisc.* I 9.31 (183) *διεσχῆ* should probably be read instead of *διπλῆ*.

<sup>12</sup> This remark should not lead to the conclusion that a lease of house-property addressed to more than one lessor was necessarily written in two or more copies, cf. for instance *P. Oxy.* XVI 1961 (487).

PLATE II



*www.papyrus.htm*» under the Call Number 353 qua) indicates that ἀπλή should be read instead of διεκή. Our evidence suggests that only the lessors were given a copy of the contract of the lease of house-property, as they were considered the stronger party to the transaction, who in most cases could terminate the tenure at their will (cf. ll. 1-2).

7. Νικοκλέους. This is the first attestation of this name since the early Roman period in: *P. Sorb.* I 13.2 (c. 260 BC), *BGU X* 1915.2 (249 BC), *SB VI* 9556.ii.1 (245 BC), *P. Lond.* VII 2153.13 (mid-third century BC), *P. Mich.* XVIII 781.55 (186/185 BC) and *SB XVIII* 13244.ii.23 (first century).
- 7-8. ἔγραψα [ὑπέ]ρ αὐτοῦ παρόν[τος γράμ]ματα μὴ εἰδός. It is interesting that the addition of the 'presence element' (παρόντος/παρούσης/παρόντων) in the illiteracy formula appears for the first time once (among a dozen cases of employment of the plain illiteracy formula in the same document) in *Rom. Mil. Rec.* 76.66 GG. 13 dated to the 179 (ἔγραψα ὑπὲρ αὐτοῦ ἐρωτηθεὶς παρόντος διὰ τὸ μὴ εἰδέναι αὐτὸν γράμματα), then recurs in the late third/early fourth century,<sup>13</sup> and is frequently attested throughout the Byzantine period. According to H. C. Youtie, the hypographeus often specified that he wrote in the presence of his principal in order 'to mark the limit of his responsibility' (in *ZPE* 17 [1975], p. 211 = *Scriptiunculae Posteriores* I, Bonn 1981, p. 189). One may wonder why this need was not felt more frequently before the fourth century.<sup>14</sup>
9. † di emu Ap . . . . I. The same notary signed *P. Yale* I 71.22 of 456 (= J. M. Diethart & K. A. Worp, *Notarsunterschriften im byzantinischen Ägypten*, Wien 1986, *Oxy.* 1.6.1, p. 79). Diethart and Worp read: † di emu Apfouos etel(ioth), on the grounds of the possible identification of the notary with the hypographeus of the lease (*P. Yale* I 71.20-1). In any case, the identification of the notarial signature in the two Yale leases, which actually arrived at Yale separately, allows the placement of our lease in the mid-fifth century.

<sup>13</sup> I consider as second secure attestation *P. Oxy.* LXIV 4441, iii.22-23 of 316. The illiteracy formula in *SB VIII* 9833.23-24 (299) is not intact, and cannot be considered a safe example.

<sup>14</sup> One may think that this was not a casual addition in the illiteracy formula, spread throughout Egypt from the fourth century onwards, but perhaps it was dictated by imperial legislation. Although this issue is beyond the scope of this paper, one could cite as a parallel development the frequent reappearance for no obvious reason of witnesses in private Byzantine documents, both from Egypt, though not with uniformity in all regions, and Nessana; see H. J. WOLFF, "Der byzantinische Urkundenstil Ägyptens im Lichte der Funde von Nessana und Dura", *RIDA* 8 (1961), pp. 126-134.

## APPENDIX

The illiteracy formula *with the 'presence element'* follows quite systematically certain patterns according to region (changes regarding the number and gender are not observed):

- i) *Arsinoite*: ἔγραψα ὑπὲρ αὐτοῦ παρόντος ἀγραμμάτου (ὄντος).<sup>15</sup> Thus, *P. Harr.* I 81, *P. Prag.* II 161, *SB* VI 9589, *SPP* III 335, all four assigned to the sixth century,<sup>16</sup> and *SPP* XX 269 (seventh/eighth century), all of unknown or uncertain provenance, may well come from the Fayum.
- ii) *Oxyrhynchite*: ἔγραψα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότης.<sup>17</sup> The following three documents follow the Arsinoite pattern:<sup>18</sup> *P. Oxy.* XX 2270.20 (fifth/sixth century?, cf. *BL* VIII 256), the early and fragmentary *SB* VIII 9833.23-4 (299), and *P. Wash. Univ.* I 46.22 (fifth century).<sup>19</sup>
- iii) *Prosopite*: *P. Köln* V 232.19-20, 24 (330-338, cf. *BL* IX 114), unique instance from this district, follows the Oxyrhynchite pattern
- iv) *Heracleopolite*: *SB* VI 9455.11 (fifth/sixth century), *W. Chr.* 466.16 (= *P. Lond.* III 985, fourth century) and *P. Neph.* 31.18 (335) read ἔγραψα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότης. *P. Select* 13.23-4 (421) follows the Arsinoite pattern.
- v) *Hermopolite*: two patterns are observed: a) the majority Oxyrhynchite and Heracleopolite: ἔγραψα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότης,<sup>20</sup> and b) ἔγραψα ὑπὲρ αὐτοῦ παρόντος καὶ εἰπόντος (μοι)

<sup>15</sup> *P. Münch.* III 86.16-7 (fourth century) from Tebetny in the Arsinoite reads ἔγραψα ὑπὲρ αὐτοῦ παρό[ν]τος ἀγραμμάτου, and not γράμματα μὴ εἰδότης, see Abb. 33.

<sup>16</sup> For the date of *SB* I 4719, see DIETHART & WÖRNER, *Notarsunterschriften*, p. 46.

<sup>17</sup> Incidentally, it has been noticed that in *PSI* XIII 1340.23-4 (Oxyrhynchus, 420) the illiteracy formula is read as ἔγραψα ὑπὲρ αὐτοῦ παρόντος γράμματα οὐκ εἰδότης. A correction is necessary, since in this formula the negative is invariably μὴ: ἔγραψα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότης. The same correction may be made to *P. Stras.* IV 246.10-1 (Hermopolis?, 380) printed as: ἔγραψα ὑπὲρ αὐτοῦ γράμματα οὐκ εἰδότης.

<sup>18</sup> *SB* XXII 15271 (fifth century) is unjustifiably supplemented as: ἔγραψα ὑπὲρ αὐτοῦ παρόντος [ἀγραμμάτου], although the document comes from the Oxyrhynchite.

<sup>19</sup> Formulaic parts of the document along with the history of its acquisition strongly suggest an Oxyrhynchite provenance.

<sup>20</sup> *P. Lips.* I 17.30-1 (377), I 23.33-4 (374, cf. *BL* VIII 170 and IX 123) and *SB* XIV 11896.15 (= *PSI* III 185 of 425-55, cf. *BL* VIII 376).

- γράμματα μὴ εἰδότης.<sup>21</sup> A slight variation of the second pattern occurs in *SPP XX* 110.31 (425-450 or 408-422, cf. *BL VIII* 467 and Diethart & Worp, *Notarsunterschriften* [cit. p. 41], p. 73): παρόν]τος καὶ εἰπόντος μοι γράμματα μὴ εἰδέν[αι].<sup>22</sup>
- vi) *Antinoopolis*: four attestations with slight variations, but in general the pattern remains the same: *PSI XII* 1239.27 (430): ἔγραψα ὑπὲρ αὐτῶν παρόντων καὶ εἰπόντων μοι γράμματα μὴ εἰδότης; *P. Lond.* V 1711.83 (566-573): ἔγραψα ὑπ(ἐρ) αὐτῆς παρούσης καὶ εἰπούσης μοι κατὰ πρόσωπον γράμματα μὴ εἰδύης, and 95-96: ἔγραψα ὑπὲρ αὐτοῦ γράμματα μὴ εἰδότης παρόντος καὶ εἰπόντος μοι κατὰ πρόσωπον; *P. Cair. Masp.* II 67153.38 (568): ἔγραψα ὑπ(ἐρ) αὐτοῦ γράμ[ματα μὴ] εἰδότης παρόντος καὶ εἰπόντος μοι κατὰ πρόσωπον ὡς πρόκ(εῖται).
- vii) *Other Regions of Upper Egypt*: the second formula attested in the Heropolite region has been observed in documents from the Lycopolite,<sup>23</sup> Aphrodite,<sup>24</sup> Memnoneia,<sup>25</sup> Apollinopolis Magna,<sup>26</sup> Syene<sup>27</sup> and Elephantine.<sup>28</sup>

Finally, a remark may be made concerning the syntax of the formula. Examples as *P. Cair. Masp.* III 67283.18, 20 and 67327.43-4, which attest the pattern: ἔγραψα ὑπὲρ αὐτοῦ γράμματα μὴ εἰδότης παρόντος καὶ εἰπόντος,

<sup>21</sup> *BGU XII* 2153.22-3 (493?, cf. *BL VII* 24 and especially VIII 53), *P. Bad.* IV 91.6-7 (Heropolis?, 471), *P. Genova* I 35.7-8 (sixth century), *P. Prag.* II 158.15-16 (fifth/sixth century), *P. Stras.* VII 654.28-29 (425-50), *P. Vind. Sijp.* II.25-26 (453).

<sup>22</sup> My thanks are due to Prof. Amphilochios PAPATHOMAS for checking the original for me.

<sup>23</sup> *P. Princ.* II 82.89-90 = *SB III* 7033 (481) and *P. Lond.* V 1862.10 (sixth/seventh century).

<sup>24</sup> *P. Cair. Masp.* II 67283.18, 20 (547, cf. *BL VIII* 74) and 67327.43 (540, cf. *BL VIII* 74).

<sup>25</sup> *SB XVIII* 13777.28 and 33 (556).

<sup>26</sup> *P. Grenf.* I 60.57 (582?, cf. *BL VIII* 141) from Apollinopolis Magna reads the unparalleled formula ἔγραψα ὑπὲρ αὐτῆς ἀκουσά]σης καὶ εἰπούσης μοι γράμματα μὴ εἰδύης; ἀκουσά]σης should be corrected to παρού]σης.

<sup>27</sup> *P. Münch.* I 9.102 (585), *P. Lond.* V 1727.66 (583/584) and 1729.46 (584), where the scribe stresses that he wrote for his principal: γράμματα μὴ εἰδότης παρόντος καὶ εἰπόντος μοι ἐν δημοσίῳ τόπῳ.

<sup>28</sup> *P. Lond.* V 1735.23 and 25 (sixth century). *P. Lond.* III 991.27 (p.257 of 481 or 482 or 483, cf. N. GONIS, "Three Consular Dates", *ZPE* 132 [2000], p. 185) probably from the Thebaid, follows the same pattern (ἔγραψα ὑπὲρ αὐτῶν παρόντων καὶ εἰπό[ντων] μοι γράμμα[ν]).

could well indicate that the *hypographeus* intended to write the participle of *οἶδα*, and should not be corrected to the infinitive (*εἰδέναι*) in other cases, of the type *ἔγραψα ὑπὲρ αὐτοῦ παρόντος καὶ εἰπόντος γράμματα μὴ εἰδότης* ('I wrote on his behalf in his presence and after he told me because he does not know letters').<sup>29</sup>

---

*Rosalia Hatzilambrou*

---

Papyrology Rooms

The Sackler Library

1 St John Street

Oxford OX1 2LG

UNITED KINGDOM

e-mail: [rosalia.chatzilambrou@classics.ox.ac.uk](mailto:rosalia.chatzilambrou@classics.ox.ac.uk)

---

<sup>29</sup> Corrections or restorations with the infinitive are printed e.g. at *P. Münch.* I 9.102, *P. Prag.* II 158.16, *P. Stras.* VII 654.28, *P. Lond.* III 991.27 and *P. Vind. Sijp.* 11.25-26. The only example with the infinitive is the fragmentary *SPP* XX 110.31.