

THE JOURNAL OF JURISTIC PAPYROLOGY

FOUNDED BY
RAPHAEL TAUBENSCHLAG

EDITED BY
TOMASZ DERDA
ADAM ŁAJTAR
JAKUB URBANIK

VOL. XLVIII (2018)



ΕΥΓΡΑΦΙΟΣ ΤΤ
ΗΕΗΩΘΗΚ
ΠΑΡΔΔΟΣ



UNIVERSITY OF WARSAW
INSTITUTE OF ARCHAEOLOGY
DEPARTMENT OF PAPYROLOGY



UNIVERSITY OF WARSAW
FACULTY OF LAW AND ADMINISTRATION
CHAIR OF ROMAN LAW AND THE LAW OF ANTIQUITY



THE RAPHAEL TAUBENSCHLAG
FOUNDATION

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Computer design and DTP by
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Cover design by
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Warszawa 2018

ISSN 0075–4277

This publication has been published with financial support from the Institute of Archaeology and Faculty of Law and Administration of the University of Warsaw

Wydanie I (wersja pierwotna)

Nakład: 200 egz.

Druk i oprawa: Sowa Sp. z o.o., ul. Raszyńska 13, 05-500 Piaseczno

CONTENTS

Klaas BENTEIN

Expressing lineage in Roman and Late Antique petitions and contracts:

A variationist perspective

1

Abstract: Onomastic studies typically state that lineage (the patronymic in particular) was expressed in Ancient Greek through the use of the genitive case. In this study, which is based on an extensive corpus of Roman and Late Antique petitions and contracts, I show that the actual situation was much more complex: up to eight different lineage expressions are attested. In line with recent variationist studies, I take it that variation in language is not random and try to connect the different types of lineage expressions to a number of parameters of variation, that is, diachronic, social, and text-internal factors.

Keywords: variation, ancient Greek, lineage, Roman Egypt, Late Antique Egypt, parameters of variation.

Andrea BERNINI

Fragmentarische Notiz einer lateinischen Geburtsanzeige

37

Abstract: The present papyrus – published here in *editio princeps* – preserves a fragmentary text related to a birth declaration, as evident by the mention of the *lex Papia Poppaea*, by the formula *q(uae) p(roxumae) f(uerunt)*, and by the reference to the public display. A comparison with the *professiones* and the *testationes* preserved on tablets and in papyri proves that the text is likely to be closer to a *professio* than to a *testatio*. Its exact nature is unclear, but its brevity suggests it to be a notice.

Keywords: declaration of birth, *lex Papia Poppaea*, public display of documents, exedra.

Anne BOUD'HORS

The Coptic ostraca of the Theban hermitage MMA 1152.

2. *Legal and economic documents (O. Gurna Górecki 69–96)*

53

Abstract: The present paper constitutes the second part of the publication of Coptic ostraca discovered by Tomasz Górecki in the Theban hermitage MMA 1152. The twenty-eight texts edited here are of legal and economic character, including a few letters of protection and tax receipts, fragments of private contracts, and various economy-related documents (lists, accounts, *dipinti*). While attesting to a limited administrative activity, these texts, like the letters, reveal their whole value when compared with other documents of the same sort coming from the region.

Keywords: Coptic, ostraca, Western Thebes, MMA 1152, administration, taxes, guaranties, accounts.

Christel FREU

Copies of labour contracts in Roman and Late Antique Egypt:

Institutions and society

103

Abstract: The article explores changes in writing and copying labour contracts from the first centuries of the Roman rule in Egypt to Late Antiquity. During the first centuries, some labour contracts – antichretic loans and wet nurses contracts – were notarial documents registered in public archives and copied at least twice. Labour contracts written in chirographic form, whose number grew from the second century on, were not necessarily registered, in which case the parties had to choose whether they wanted to make a second private copy. In Late Antiquity, chirographs drafted by private scribes and authenticated by notaries (ταβελλίωνες) were the norm; in the Oxyrhynchite nome, a reform obliged the scribes to notify whether the text was copied once or more. This new habit allows us to see that only work contracts related to liturgies (fiscal collection, and public postal or transport duties) were copied twice, as was already the norm in the Oxyrhynchites in the third century. All other private work agreements and antichretic loans were issued only once, to the benefit of the employer/creditor.

Keywords: labour contracts, παραμοναί, loans, προχρεία, liturgical work, chirographs, copies, αντίγραφον, ἕσον, notaries (High Empire), ταβελλίων (Late Antiquity).

Grzegorz OCHAŁA

<i>Nubica onomastica miscellanea III. Notes on and corrections to personal names found in Christian Nubian written sources</i>	141
--	-----

Abstract: The paper, the third part in the ‘Nubica onomastica miscellanea’ series, offers a number of corrections to the reading of names in written sources coming from all over Christian Nubia. The texts represent a variety of epigraphic and papyrological genres and were written in Greek, Coptic, and Old Nubian.

Keywords: Christian Nubia, onomastics, ghost names, Greek, Coptic, Old Nubian.

Stefanie SCHMIDT

(mit einem Beitrag von Ruth DUTTENHÖFER)

<i>Drei Bischöfe von Syene namens Joseph. Inschriften, Tonlämpchen und ein Ostrakon ...</i>	185
---	-----

Abstract: This paper discusses the documentary evidence of the last three known bishops from Late Antique and early Islamic Syene/Aswan (5th/6th to 8th/9th cent. AD). All three bear the name of Joseph, two of them, Joseph (II) and (III), are known from already published inscriptions. A new bishop, Joseph (I), occurs for the first time in a Greek ostrakon from Elephantine, which is edited here for the first time. A bishop Joseph appears, moreover, on a series of pink clay lamps, which were found, among others, in Adulis (modern Eritrea). A lamp mold with the name of a bishop Joseph, excavated by Charles Clermont-Ganneau on Elephantine, permits the allocation of these Joseph-lamps to Syene as well.

Keywords: Syene/Aswan, Elephantine, Deir Anba Hadra, bishops, Late Antiquity, early Islamic period, funerary inscriptions, credit loan, inscribed terracotta lamps, Christian Nubia, Adulis.

Lothar THÜNGEN

<i>PSI I 55 – eine griechische Paraphrase zu D. 2, 14, De Pactis</i>	207
--	-----

Abstract: In 1912 Filippo E. Vassalli published *PSI I 55* and partly reconstructed its contents. His *editio princeps* was subsequently thoroughly checked in 1971 by Wolfgang Wodke, who completed Vassalli's text; he, moreover, attributed it to the *antecessor* Stephanus. Here, all earlier readings and conjectures will be examined and partly corrected. The text is seen critically in the light of the publications that have disproved Wodke's attribution to Stephanus. Besides, some new readings and conjectures are added. The papyrus was a part of a book based on East Roman law teaching in the Greek

language. It is a *paraphrasis* combining two series of lessons on the Digest, an index, and a *paragraphai* lecture. They are dated between spring of 534 and March of 536 and were taught by an unknown law teacher (in either Beirut or Constantinople). Afterwards, they were used by Stephanus for his *paragraphai* on the digest. The latter seems to have taught between March 536 and a short time after 542. The unknown law teacher was probably one of the eight addressees of Justinian's constitution *Omnem*, who taught at two law schools. Four of those *antecessores* have already been excluded by other authors. The others have left either no or too few texts. Therefore, the attribution to one of these *antecessores* is impossible, perhaps except for Anatolius, who taught in Beirut.

Keywords: Roman law, juristic papyrology, literary papyri, *Digesta Iustiniani*, law teaching in Greek, contract law, *paraphrasis*.

JACQUES VAN DER VLIET

Two dated Coptic epitaphs from Dongola

321

Abstract: First edition of two funerary stelae from the Monastery on Kom H, Dongola, inscribed in Sahidic Coptic. Both stelae show interesting textual features and bear absolute dates that assign them to the third quarter of the eighth century.

Keywords: Christian Nubia, Dongola, Makuria, Sahidic Coptic, funerary epigraphy, monasticism.

Christel Freu

**COPIES OF LABOUR CONTRACTS
IN ROMAN AND LATE ANTIQUE EGYPT:
INSTITUTIONS AND SOCIETY***

WERE LABOUR CONTRACTS IN ROMAN EGYPT written in more than one copy? The question is difficult to answer because notarial practices varied greatly from Augustus to the Arabs: consequently, formulae and practices of duplication and registration underwent noticeable changes depending on the period and the nome in which contracts were drafted. In the first three centuries, labour contracts were either notarial documents or private documents. Any contract recorded in public notarial archives was at least written in duplicate. The information is much more scanty and sparse for private documents, whose number grew as state notariates lost their prominence from the end of the second century on.¹ Those private contracts only rarely mentioned the number of copies.

* This article benefited from the discussions held in the Warsaw workshop (June 2018) on work contracts (I deeply thank José Luis Alonso, Jakub Urbanik, Uri Yiftach, and the other participants for their sensible remarks and learned advice). In Paris, Jean Gascou read the various drafts with great patience and discussed many points of the paper with utmost accuracy. Finally, the text greatly benefitted from the insightful remarks of the anonymous reviewer, who encouraged me to be more precise about and clarify some important points. Errors that remain are mine.

¹ When Roman state notariates disappeared, they were replaced in the Tetrarchic period by the bureaux of the *tabelliones*, private professionals that gave the documents their legal

In the Oxyrhynchite nome, however, and in this nome only, a change occurred during the Tetrarchic era in the phraseology of the contracts: the indication of the number of copies started to be mentioned systematically on all types of labour contracts. This change offers crucial evidence, for we can confidently know which labour contracts were issued once and which ones were issued twice or more. My goal here will be to account for the cases of single or double copies.

First, I will briefly describe the evolution of registration and drafting practices of labour contracts in the first three centuries; second, I will describe the formulaic changes in Late Antique Oxyrhynchos; third, I will interpret cases of single or double copies.

1. COPIES OF LABOUR CONTRACTS IN EARLY ROMAN EGYPT

In the Augustan era and in the first centuries of Roman rule, there are several ways to find out how many copies of work contracts had been written.

First, many contracts of services (*παραμοναί*) and some wet nurse contracts, written as notarial documents, were compiled in diverse public archives: the Alexandrian court library, the *grapheia* of the *chora*, and the bank registers.² Several *παραμοναί* were conserved only by their titles in

value and authority: see M. AMELOTI & G. COSTAMAGNA, *Alle origini del notariato italiano*, Milan 1995 (2nd ed.), pp. 23–30, even if the authors wrongly use the term *notarius* as meaning ‘ταβελίων’. Cf. J. M. DIETHART & K. A. WÖRP, *Notarsunterschriften im byzantinischen Ägypten* I, Vienne 1986, p. 9, following E. SACHS, ‘Tabellio’, [in:] *RE* II, 4, cols. 1847–1863, at 1850–1851. Diethart and Wörp remind readers that the notary’s signature gave to the document its ‘Rechtsgültigkeit und Authentizität’. For the changes in the drafting of *chirographa*, see U. YIFTACH-FIRANKO, ‘The *chirographon* and the privatization of scribal activity in Early Roman Oxyrhynchos’, [in:] E. HARRIS & G. THÜR (eds.), *Symposion 2007. Vorträge zur griechischen und hellenistischen Rechtsgeschichte. Papers on Greek and Hellenistic Legal History*, Vienna 2008, pp. 325–340. Byzantine *chirographa* are of a new kind: the form of the body of the contract remained the same, but most were completed by notaries.

² Alexandrian *παραμονή*: *BGU* IV 1126 (9 BC); Alexandrian wet nurse contracts: *C. Pap. Gr.* I 2–13 (15–4 BC). See also *BGU* IV 1154 (Alexandria, 10 BC; repayment of a loan after seven years of *παραμονή*). See the commentary in A. E. SAMUEL, ‘The role of *paramoné*

the lists compiled in the *grapheia*,³ while others were known only by their abstracts,⁴ or preserved as mere *ὑπογραφαί*, either the original conserved in the archive, or the copy left to one of the parties.⁵ Finally, some documents present the complete contracts. As the time passes, more and more *παραμοναί* are known, with their notarial form of objective *homologia*. The most famous ones are the documents found in the *grapheion* archive of the village of Tebtynis, kept by the *nomographos* Kronion from AD 25 to 56, where one almost complete *ὁμολογία παραμονῆς* *P. Mich.* X 587 (AD 24/5) was recorded.⁶ Three newly published *παραμοναί* and a receipt

clauses in ancient documents', *The Journal of Juristic Papyrology* 15 (1965), pp. 221–311, in part. 301–306. *Grapheia* archives are discussed in the following notes. Several bank records keep evidence of *παραμοναί* registered in one of the Ptolemais Euergetis banks: *P. Ross. Georg.* II 18 (Arsinoites, mid-2nd cent. AD), *P. Flor.* I 44 (Hermopolites, AD 342), *P. Mil.* I 60 = *SB* V 7612 (unknown provenance, AD 158), ll. 1–13 and 14–25 – I examine them below.

³ B. ADAMS, *Paramoné und verwandte Texte. Studien zum Dienstvertrag im Rechte der Papyri* [= *Neue Kölner rechtswissenschaftliche Abhandlungen* 35], Berlin 1964, pp. 13–15, and A. E. SAMUEL, 'The role of *paramoné* clauses' (cit. n. 2), p. 253, n. 14 and p. 304, n. 11, gave a complete list of 50 mentions of *παραμοναί* in the indexes of registers of the Tebtynis *grapheion* dating between AD 42 and 49 (*P. Mich.* II 121 v°, II 123 r°, II 124 r° & v°, II 125, II 128, V 237, V 238, and V 240). For the *grapheia* archives, see now W. G. CLAYTOR, 'A schedule of contracts and a private letter', *Bulletin of the American Society of Papyrologists* 50 (2013), pp. 77–121, at 78–81; for the archive of Kronion, see the summary of B. VAN BEEK, 'Kronion son of Apion, head of the *grapheion* of Tebtynis' (TM Arch 93) at <www.trismegistos.org/archive/93>.

⁴ Abstracts of *παραμοναί* recorded in the *εἰρόμενον* compiled in the Tebtynis *grapheion* are found in *P. Mich.* V 241 (AD 16), abstract 3, ll. 24–38; *P. Mich.* II 121 r° (AD 42), col. III, abstracts 3 and 4, col. IV, abstract 8. CLAYTOR, 'A schedule of contracts' (cit. n. 3), recently published a new *εἰρόμενον* from Polydeukeia (Arsinoites, late 1st cent.) that contained one abstract of a *παραμονή* contract (n. 12, ll. 23–24) concerning the use of slave girl's services for paying off the interest on a sixty drachmae loan.

⁵ Contracts known only by their *ὑπογραφαί* are found in *P. Mich.* V 349 (Arsinoites, AD 30; a contract which is not a *παραμονή* but a work contract with an advance on wages of sixty drachmae – a large sum), a copy from the *grapheion* files (l. 1: ἐκ κολλήματος), and *P. Mich.* V 355, a duplicate of *PSI* VIII 902 (Tebtynis, between AD 48 and 56; two identical *ὑπογραφαί* acknowledging the service of Harmiysis during two years at Heron's weaving workshop). For this type of text, see Elinor Mullett HUSSELMAN, 'The subscriptions', [in:] Elinor Mullett HUSSELMAN & A. E. R. BOAK (eds.), *Papyri from Tebtunis* II, Ann Arbor 1944, pp. 3–11.

⁶ For a list of complete texts of *παραμοναί* from the 3rd century BC to the 4th century AD, see U. YIFTACH-FIRANKO, 'P. Col. Inv. 131 recto. A loan contract with *paramoné* provi-

of wages were registered in the Augustan period in Theadelphia and returned to the family of the employees after the work was done.⁷ Two other contracts, *P. Fay.* 91 (Euhemeria, AD 99) – a work contract which is not a *παραμονή* – and *P. Oxf.* 10 (Theadelphia, Trajan's reign) are copies left to the same employer, L. Gemellus Bell(i)enus, by the notaries of the Euhemeria *grapheion* in the Trajanic period.⁸ In the second century, other *παραμοναί* were excerpted from the notarial register of their village or town.⁹

Most of those notarial documents are concerned with *παραμονή* services in repayment of a loan: the acknowledgment of the reception of the cash was plausibly the principal reason for the registration of the document.¹⁰ Finally, wet nurse contracts, *μισθώσεις* of a peculiar kind, which

sion from mid-first-century CE Theadelphia', *The Journal of Juristic Papyrology* 40 (2010), pp. 267–282 (although *P. Cair. Isid.* 80 [Karanis, AD 297] on that list is not a *παραμονή*).

⁷ Four newly published contracts from Theadelphia and the surrounding villages, dating from 20 BC to AD 10, including three *παραμοναί* (*P. Mich.* inv. 4299; *P. Mich.* inv. 4346 + 4446f; *P. Mich.* inv. 931 + *P. Col.* X 249) and a work contract (*P. Mich.* inv. 4436g + 4344), were registered in the local *grapheion* and returned after the fulfilment of the work to the family of the employees (see CLAYTOR *et alii*, 'Labor contracts from Harthotes archive', *Bulletin of the American Society of Papyrologists* 53 [2016], pp. 79–119).

⁸ For the archive of L. Gemellus, kept by his slave and agent, Epagathos, see Giuseppina AZZARELLO, 'Alla ricerca della 'mano' di Epagathos', *Archiv für Papyrusforschung* 54/2 (2008), pp. 179–202, and for a new comment on the two texts, with bibliography, see Andrea JÖRDENS, 'Roman and Byzantine labor contracts', [in:] J. G. KEENAN, J. G. MANNING, & U. YIFTACH-FIRANKO (eds.), *Law and Legal Practice in Egypt from Alexander to the Arab Conquest*, Cambridge 2014, pp. 410–441, esp. 412–416.

⁹ Their form identifies them as notarial documents. Moreover, some of them indicate that they are excerpted from the register: e.g. *P. Kron.* 16 (Tebtynis, AD 136), l. 1: ἐξ ἱρομένου (l. εἰρομένου) γραφίου (l. γραφείου) κώμης Τεπτόννεω(ς); *SPP XXII* 36 (from the register of Nilopolis and Soknopaiou Nesos, AD 145), l. 1: ἐξ εἰρομένου γραφείου κώμης Νειλουπόλεως καὶ Σκνοπαίου (l. Σ(ο)κνοπαίου) Νήσου.

¹⁰ See the discussion in G. M. BROWNE, *P. Mich.* X 587 (Tebtynis, AD 24/5) and in *P. Oxy.* LXXVII 5169 (18 BC), a receipt recording the repayment of a loan, the interests of which were paid by the services of an under-age girl, offered as a servant by her father and brothers; the original *παραμονή* contract had been drafted in the *grapheion* of the city (ll. 8–9: κατὰ συγγραφὴν τὴν τελεωθῆσαν διὰ τοῦ ἐν Ὁξύρυγχων πόλει ἀρχίου τοῦ γραφίου). See also the comments of Sitta von Reden, 'Ptolemaic (Greek) labor contracts', [in:] KEENAN,

also recorded a salary given in advance, were notarial documents identified as copies (*ἀντίγραφα*) in some texts of the first and the second centuries.¹¹

All those contracts recorded in public archives were copied at least twice: the document preserved in the *grapheia* files contained the original *hypographe* and was compiled in a *τόμος συγκολλήσιμος*; at least one copy was then given to the party who wanted its recording. The fact that the *grapheion* from Tebtynis contained many duplicates of subscriptions without the upper text of the contract meant for Elinor Husselman that ‘copies of the subscriptions were prepared for each party to the contract, and these additional subscriptions were left at the *grapheion* with the one complete document, so that the body of the contract might be inserted in the space left for it. The contracting parties could obtain their copies later, when they were completed’.¹² And for diverse reasons, some parties did not search for their contracts. Yet, these duplicates do not necessarily mean that each party got a copy; one can reasonably think that the original was for the archive and a copy for the sole party that paid the fee of registration, in my mind the lender of money, who was the non-declarative party in case of an antichretic contract of *παραμονή*.¹³ The three

MANNING, & YIFTACH-FIRANKO (eds.), *Law and Legal Practice* (cit. n. 8), pp. 402–410, at 407: ‘Possibly, it was a loan of money paid off in kind, rather than the work, that was the motivation behind this agreement’.

¹¹ Three wet nurse contracts identify themselves as *ἀντίγραφα* of notarial documents: *SB XVIII 13120* (Oxyrhynchos, AD 81/2), l. 1; *C. Pap. Gr. I 26* (Aphroditopolites [?], AD 110), [l. 1] (reedited by J. BINGEN, ‘Le contrat de nourrice *P.S.A. Athen.* 20 = *C. P. Gr. I 26* (110 ap. J.-C.)’, *Chronique d’Égypte* 81 [2006], p. 207–221), I 28, l. 1 (this copy was written in AD 126, fourteen years after the first issue of the contract in AD 112). For the nature of those contracts, see Geneviève CHRÉTIEN-VERNICOS, ‘Le contrat de nourrice en droit hellénistique: une *misthōsis* bien particulière’, *Revue historique de droit français et étranger* 75 (1997), pp. 587–615.

¹² HUSSELMAN, ‘The subscriptions’ (cit. n. 5), p. 6.

¹³ HUSSELMAN, ‘The subscriptions’ (cit. n. 5), pp. 6–8, thinks for her part that the ‘documents were drawn up in several copies, one for incorporation in the *τόμος* and one for each of the interested parties’; U. YIFTACH, ‘The *grammatikon*. Some considerations on the feeing policies of the legal documents in Ptolemaic and Roman periods’, [in:] D. ΚΕΡΕΟ, D. RATZAN, & U. YIFTACH (eds.), *Law and Transaction Costs in the Ancient Economy*, Ann Arbor 2015, pp. 162–180, is of the same opinion: ‘several copies of a contract were pro-

παρὰμοναί and the work contract from the Harthotes archive from Theadelphia (from 20 BC to AD 10) confirm this view: 'they entered the family archive because they were returned to the family for cancellation upon fulfilment of the obligations';¹⁴ that is to say that the employee did not previously have a copy of the text.

During this period, however, not every contract entered the archive records. As private documents, the work contracts written in chirographic or hypomnematic form were not registered in public archives,¹⁵ unless one party paid a fee to the *grapheion* as for notarial documents.¹⁶ They could also have private copies of the text done.

A first direct proof of the existence of a copy is a surviving duplicate. Duplicates of labour contracts are very few: on the comprehensive list of 366 duplicate papyri published by Bruce Nielsen in 2000, only three come from the first three centuries (the *grapheion* duplicate *P. Mich. V 355/PSI VIII 902*, written between AD 48 and 56; a mutilated contract

duced, one to be kept in the *grapheion*'s files, others (termed ἐκδόσιμα) to be handed over the two interested parties' (p. 164). Conversely VAN BEEK, 'Kronion' (cit. n. 3), pp. 3–4, states, rightly in my view, that 'one [copy, C. F.] was intended for the *tomos synkollesimos* of contracts and another for the party who does not make any promissory statements in the contract (the 'non-committing party')'. For details of the registration and copying, see H. J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemaeer und des Prinzipats* [= *Handbuch der Altertumswissenschaft* X, 5, 2], Munich 1978, pp. 40–45 (above all n. 38, establishing the list of the original and the copy of the Tebynis *grapheion* in *P. Mich. V* and *PSI VIII*).

¹⁴ See CLAYTOR *et alii*, 'Labor contracts' (cit. n. 7), p. 81. All the four contracts are cross-hatched with a cancellation sign, which 'indicate[s] the validity of these contracts in the eyes of the local notaries and the contracting parties' (p. 94).

¹⁵ For the progressive generalization of *chirographa* during the Roman era, see YIFTACH-FIRANKO, 'The *chirographon*' (cit. n. 1), pp. 325–340, and IDEM, 'Evolution of forms of Greek documents of the Ptolemaic, Roman, and Byzantine periods', [in:] KEENAN, MANNING, & YIFTACH-FIRANKO (eds.), *Law and Legal Practice* (cit. n. 8), pp. 35–43.

¹⁶ The calculation of the fee paid to the scribe who wrote the contract (*grammatikon*) was recently done by YIFTACH, 'The *grammatikon*' (cit. n. 13), pp. 162–180, and Fr. LEROUXEL, *Le marché du crédit dans le monde romain (Égypte et Campanie)* [= *Bibliothèque des écoles françaises d'Athènes et de Rome* 374], Rome 2016, pp. 20–21, who shows that this drafting cost was proportionally higher for small sums borrowed or given in advance, as in labour contracts of παραμονή.

of transport from AD 143 written by a public cattle breeder – *BGU* II 638; an oath from AD 266 sworn by a sailor to serve for a salary at the loading of public grains in the Arsinoites – *P. Oxy.* LVII 3912). One duplicate dates from the fourth century (a labour contract in a vineyard from Oxyrhynchos, AD 311 – *P. Col.* X 284, duplicate of *SB* XXII 15769) and the last one is a Byzantine contract from Oxyrhynchos (*P. Mil.* I 48, hiring of a business manager), to which I will return later.¹⁷

A second way to check whether two copies of a contract were made is to find the mention of ἀντίγραφον or ἴσον at the beginning or the end of the text. The ἀντίγραφον was a copy of the body of the contract, often without the subscription, whereas the ἴσον was the second αὐθεντικόν, that is the true duplicate of the text.¹⁸ For work contracts, the mentions of ἴσον or ἀντίγραφον are rare in the first centuries.¹⁹

Besides some wet nurse contracts registered in state notarial offices, I singled out two private contracts from this period that were called ἀντίγραφα:

(1) *BGU* III 981, col. I, ll. 1–35, a *cheirographon* written before April AD 77 that concerned the hiring of a public secretary by one Chairemon son of Andromachos, royal scribe of the Small Diopolite nome at the time. The employee had to receive a substantial fee of nine hundred drachmae a year, for the job entailed important public responsibilities; in consequence, as a private document, it was written in two copies, each given to one party;²⁰

¹⁷ See B. NIELSEN, 'A catalog of duplicate papyri', *Zeitschrift für Papyrologie und Epigraphik* 129 (2000), pp. 187–214, for more details.

¹⁸ B. KÜBLER, 'ΙΣΟΝ und ΑΝΤΙΓΡΑΦΟΝ', *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Romanistische Abteilung* 53 (1933), pp. 64–98. The author deals with copies from 'Staatsnotariat' archives at pp. 82–83.

¹⁹ KÜBLER, 'ΙΣΟΝ' (cit. n. 18), pp. 70–72, stated rightly that 'Dienst- und Werkverträge' were rather few to appear to be copied twice. The documents he quoted are mostly liturgical contracts of transport from the 3rd century on which I will return.

²⁰ [ἀντίγραφον χ]ειρογρά[φου] in line 1 is heavily restored but most plausible, because this is indeed a copy. On this text, which came from a τόμος drawn up by the steward Apollonios in the Arsinoites, see R. SMOLDERS, 'Chairemon: Alexandrian citizen, royal scribe, gymnasiarch, landholder at Bacchias, and loving father', *Bulletin of the American Society of Papyrologists* 42 (2005), pp. 93–100.

(2) *P. Oxy.* III 498, an agreement in the form of ἐπιδοχή between some builders and a female city-dweller of Oxyrhynchos came from the end of the second century AD; in line 1 the text is called ἀντίγραφον.

Finally, some contracts of the first three centuries employ the formula that will be systematically in use in Late Roman Oxyrhynchos. Two chirographs from the second century, both concerning the performance of public services, conclude the agreement by stating that it was copied twice. In AD 134, in the metropolis of Ptolemais Euergetis, nine scribes who engage themselves in compiling the census declarations data in various lists, getting in return, and in advance, a public salary (σαλάριον), attest that: τὸ χειρόγραφον τοῦτο δις[σὸ]ν ἐξεδόμεθα, ‘we gave the chirograph in two copies’.²¹ One decade later, in AD 143, a cattle breeder, seemingly agreeing to perform public transportation, declares in the same formula in *BGU* II 638, 2, ll. 16–17: τ[ο]ῦτο τὸ χιρόγραφον (l. χειρόγραφον) δισσὸν [γρ]αφέν κύριον ἔστωι (l. ἔστω).²² In the third century, some Oxyrhynchite contracts of substitution to a liturgy (συναλλάξεις) begin to employ the phrase systematically: they concern the employment of substitutes for collection of taxes, or transport of public wheat.²³ A contract of hire of an artistic troupe, *P. Oxy.* XXXIV 2721 (AD 234), ll. 37–38, also mentions the formula.

²¹ Cf. *P. Mich.* XI 603 (Ptolemais Euergetis, AD 134), ll. 26–27.

²² The text comes from the Arsinoites; it is also one of the five work contracts on duplicate. It presents itself as being written twice on the same sheet of papyrus and left uncut.

²³ For Oxyrhynchite συναλλάξεις, see Anastasia MARAVELA-SOLBAKK, ‘Two documents about donkeys from the collection of the Oslo University Library’, *Zeitschrift für Papyrologie und Epigraphik* 149 (2004), pp. 177–182 (= *SB* XXVIII 17262), who compiled the list of thirteen texts at p. 178 (to which one must add for the 3rd century *P. Oxy.* LXXVII 5107 [AD 211] and *P. Mich.* XI 604 [Oxyrhynchos, AD 223]). All complete contracts mentioned δισσὸν γραφέν at the end: *P. Oxy.* XLIII 3095 (AD 217/18; substitution of a secretary), [ll. 34–36]; *P. Oxy.* XXXVI 2769 (AD 242; substitution of a *sitologos*), ll. 29–31. For *BGU* IV 1062 = *W. Chr.* 276 (with *BL* I 93; *BL* VII 18 for the provenance: Oxyrhynchos; *BL* VIII 40 for the dating: AD 236; substitution of two supervisors of a tax on sales by two other ones), four copies were made, l. 37: (τετρασσὸν) ἐγρά(φη). Other Oxyrhynchite συναλλάξεις from the 3rd century are lacunose at the end (e.g. *P. Oxy.* LXXVII 5107 [AD 211]; *P. Leit.* 13 [AD 222–243]; *SB* XXVIII 17262 [AD 246–256]; *P. Amst.* I 49–50 [3rd cent.]; *P. Harris* I 64 [AD 269/70]).

To sum up, we lack systematic indications of how many copies were made for labour contracts written by private scribes in the first three centuries, even if from the beginning of the third century on, Oxyrhynchite contracts of hire of a substitute to a liturgy began to bear the phrase. Hence, we cannot know what the prevailing habit was, to register the contract in a public archive, or to ask a professional scribe to draft a private contract, in one or several copies. Nor do we know whether the written contract was the rule or the exception. One thing is sure: the registration of the contract in state notarial offices mostly concerned *παραμοναί* and contracts concerned with an important advance of money. Did the disappearance of notarial archives bring any change to the copying of documents in Late Antique and Byzantine periods? That is what I will explore now; and the formulaic changes in the Oxyrhynchite nome in Late Antiquity partly help to answer these questions.

2. LATE ANTIQUE FORMULAE

The *grapheia* disappeared between the end of the second and the third century; at the end of this century, the same happened to the Alexandrian public libraries.²⁴ In parallel to these changes, Uri Yiftach-Firanko noted ‘throughout the Roman period (...) an ongoing tendency to limit the types of transactions that are handled directly by the state notary’ (bank documents, agoranomic documents, and so on). Private professional scribes who drafted *chirographa* or other form of private contracts ‘experience[d] unprecedented growth and prominence’ in the late second and third century.²⁵

The phrase testifying how many issues were made of a private document (*δισσὸν/τρισσὸν/τετρασσὸν γραφέν*) appeared in the second century

²⁴ Fabienne BURKHALTER, ‘Archives locales et archives centrales en Égypte romaine’, *Chiron* 20 (1990), pp. 191–215; the Arsinoites *grapheia* are not attested after the 170s; in the Oxyrhynchites, a *grapheion* is attested in the 3rd century: cf. CLAYTOR, ‘A schedule of contracts’ (cit. n. 3), p. 79.

²⁵ YIFTACH-FIRANKO, ‘The *chirographon*’ (cit. n. 1), pp. 338 and 334.

for family documents, sales, loans, divisions of properties, or leases in diverse nomes (Oxyrhynchites, Herakleopolites, Arsinoites, Hermopolites).²⁶ However, it was employed irregularly. In the Oxyrhynchites, as I said, it seemed to enter systematic use in the third century for contracts of transfer of a liturgy to a hired substitute (*συναλλάξεις*). This kind of document was a ‘privates Protokoll’ drafted by a private scribe; for practical reasons, it was issued in two copies or more, as attested by the formula at the end of the agreement, and given to each party who needed a written proof of the agreement. This marked the first step in the evolution I investigate here.

A second step occurred in the Oxyrhynchites at the beginning of the fourth century: the local scribes began to apply systematically to all work contracts the formula, adapting it for those that were issued only once. The first labour contract that mentioned *ἀπλοῦν γραφέν* is a chirographic *προχρεία* contract from AD 304, *P. Oxy. LXIII 4353* (an acknowledgment of an advance of wages for work in a textile *ἐργαστήριον* of Oxyrhynchos).

The phrase was thus expressed between the *kyria* and *stipulatory* clauses:

$$\kappa\upsilon\rho\iota\omicron\nu \left\{ \begin{array}{l} \tau\omicron\ \chi\epsilon\iota\rho\acute{o}\gamma\rho\alpha\phi\omicron\nu \\ \tau\omicron\ \mu\iota\sigma\theta\omega\tau\iota\kappa\acute{o}\nu \\ \tau\omicron\ \sigma\upsilon\nu\acute{\alpha}\lambda\lambda\alpha\gamma\mu\alpha \\ \tau\omicron\ \gamma\rho\alpha\mu\mu\alpha\tau\epsilon\iota\omicron\nu \end{array} \right\} \left\{ \begin{array}{l} \delta\iota\sigma\sigma\acute{o}\nu \\ \acute{\alpha}\pi\lambda\omicron\upsilon\nu \end{array} \right. \gamma\rho\alpha\phi(\acute{\epsilon}\nu) \kappa\alpha\iota \acute{\epsilon}\pi\epsilon\rho(\omega\tau\eta\theta\epsilon\iota\varsigma) \acute{\omega}\mu\omicron\lambda(\acute{o}\gamma\eta\sigma\alpha)$$

$$\kappa\upsilon\rho\iota\acute{\alpha} \left\{ \begin{array}{l} \acute{\eta}\ \acute{\omicron}\mu\omicron\lambda\omicron\gamma\iota\acute{\alpha} \\ \acute{\eta}\ \mu\acute{\iota}\sigma\theta\omega\sigma\iota\varsigma \end{array} \right\} \left\{ \begin{array}{l} \acute{\alpha}\pi\lambda\acute{\eta} \\ \delta\iota\sigma\sigma\acute{\eta} \end{array} \right. \gamma\rho\alpha\phi\epsilon\iota\sigma\alpha \kappa\alpha\iota \acute{\epsilon}\pi\epsilon\rho(\omega\tau\eta\theta\epsilon\iota\varsigma) \acute{\omega}\mu\omicron\lambda(\acute{o}\gamma\eta\sigma\alpha)^{27}$$

²⁶ E.g. *BGU II* 465 (provenance unknown, AD 137; loan); *P. Amb.* II 99 (Hermopolis, AD 179; division of property).

²⁷ Different kinds of titles of labour contracts were concerned: the *μίσθωσις* or *μισθωτικόν*, the *συνάλλαγμα*, the *γραμματαίον*, most often an acknowledgment of a debt, but also the title of most *προχρεία* contracts (see below, n. 58). As the formula is systematic and stereotyped in the Oxyrhynchite nome, and never appears elsewhere, I propose assigning the Oxyrhynchite nome as the provenance of some contracts of unknown provenance that

The variations in the *kyria* clause formula are regionalisms:²⁸ the phrase remained systematically in use for work contracts in the Oxyrhynchite nome.²⁹ It never appears for this kind of document in the Hermopolites, the Antaiopolites, or the Arsinoites, where Byzantine labour contracts were found in large numbers. In these nomes, many documents issued twice are recorded as such, but no labour contracts; and the single copy is mentioned for some kind of documents, but not for labour contracts.³⁰

This formulaic change may have happened at Oxyrhynchos in correlation with general changes of documentary registration. As Yiftach-Firanko put it, '[d]rastic shifts of this kind frequently result from conscious acts of reform'.³¹ One concurrent change attested in the same years is the setting up of private notaries with public authority, *συμβολαιογράφοι* or *ταβελλῶνες*, who could enforce the value of the *instrumentum* by signing it. One can object nevertheless that most of the fourth-century

contain the formula (*P. Mich.* XV 728 [5th/6th cent.]; *P. Princ.* III 145 [AD 546], *P. Iand.* III 44 [6th/7th cent.]).

²⁸ See the commentary of Georgina FANTONI, in *CPR* XIV 2, n. 18, and *P. Kellis* I 37, n. 12 ff.

²⁹ One isolated *προχρεία* contract found in the Great Oasis (Mothite nome) mentions the phrase: *P. Kellis* I 41 (AD 310), ll. 14–15: ταῦτά μου τὰ γράμματα ἀπλὰ γραφέντα. Some loans belonging to the same archive of Pamour are also specified to be in one copy (e.g. *P. Kellis* I 42 [AD 264], ll. 25–28), as leases or sales (even though some restorations are hypothetical). Yet, in the Mothite nome, the formula did not gain the systematic character it had in the Oxyrhynchites: two contemporary receipts of wet nurse expenses from the Mothites, *P. Grenf.* II 75 (AD 308) and *P. Bodl.* I 169 (AD 308), do not contain the ἀπλοῦν γραφέν phrase.

³⁰ Leases in the Antaiopolite nome are in two copies: e.g. *P. Lond.* V 1695 (Aphrodite, AD 530/1?), l. 20: ἢ μίσθωσις δισσην (l. δισση) ὁμοτυπον (l. ὁμότυπος) καὶ ἐπερ(ωτηθεῖς) <ὡμολόγησα>; *P. Cair. Masp.* I 67105 (Antinoopolis, AD 568), ll. 24–25; *P. Heid.* V 351 (Aphrodite, AD 531/2), l. 25; *P. Mich.* XIII 667 (Aphrodite, mid-6th cent.), ll. 24–25; *P. Michael.* 46 (Aphrodite, AD 559), l. 23. Wills are also issued in double copy: e.g. *P. Vat. Aphrod.* 7 (Aphrodite, AD 546/7), l. 23; as are property divisions: *P. Bingen* 130 (Aphrodite, AD 526/548), l. 14; *SB* XXIV 15958 (Antaiopolites, 6th/7th cent.), l. 16. Contracts of partnership are in two copies in the Hermopolite nome (e.g. *P. Lond.* V 1795 [6th cent.], l. 11) as in the Antaiopolites (*P. Cair. Masp.* II 67159 dupl. *P. Cair. Masp.* II 67160 [Antinoopolis, AD 568], ll. 4 and 5; a third copy or a draft is perhaps in III 67315 R according to *BL Konk.* 50).

³¹ YIFTACH-FIRANKO, 'The *cheirographon*' (cit. n. 1), p. 335, who says that about other changes in documentary drafting.

labour contracts lack tabellionic *completio*, which only became much more common in the fifth- to seventh-century documents.³² However, notaries only signed a contract that had been written by private professional scribes. So we can suppose that a reform did indeed happen that concerned for one part the formulary of the contracts, and for the other the creation of notarial bureaux which needed time to develop their activities. Professional scribes that drafted the contracts had to comply with the formulaic phrase that was in use throughout their nome, whether the document was completed by a *tabellio* or not.³³

Drafts and documents without notarial completion were presumably kept at home, but was it the case for contracts subscribed by a *tabellio*? We do not know, although the question of who kept the contract – both parties or only one – had important social consequences for the capabilities of enforcement of its various provisions.

In order to count how many contracts were made in duplicate or in single copy in Late Antique Oxyrhynchos, I started off from Andrea Jördens's lists of work contracts, compiled with utmost care in 1990, and I added newly published documents and removed some texts included in Jördens's lists, for formal reasons. Her main list contained fifty-nine texts, to which I added thirty-one new papyri, and removed eight.³⁴ I also took

³² From AD 306, where the first subscription by a *συμβολαιογράφος* is attested (*P. Oxy.* I 102 [AD 306]; see SACHERS, 'Tabellio' [cit. n. 1], col. 1850, and DIETHART & WÖRZ, *Notarsunterschriften* [cit. n. 1], p. 79), to the Arab period, I counted 52 work contracts with notarial completion (the first one for a work contract is *PSI* IV 287 [Oxyrhynchos, AD 377]), 23 without completion (10 of which dating from AD 306 to 377), and 53 lacunose.

³³ The systematic character of the formula is clear: one formulary handbook from the Oxyrhynchites (AD 475), published by A. ΠΑΠΑΘΩΜΑΣ, 'Eine spätantike griechische Holztafel mit drei Mustertexten juristischen Inhalts', *Archiv für Papyrusforschung* 45/1 (1999), pp. 39–46 (= *SB* XXVI 16507), shows that the formula was expected at the end of all contracts (the text gives example of a *μισθαποχή* and a sale, both recorded to be written only once – ll. 8 and 12). My presentation of the respective roles of the scribes and the *συμβολαιογράφοι* in the drafting of the contract differs slightly from the one presented by YIFTACH-FIRANKO, 'The *cheirographon*' (cit. n. 1), pp. 338–339, who nevertheless relates the appearance of the *tabelliones* with new changes in the form of documents.

³⁴ The main list that contains the 'work contracts' proper is list II A of 59 contracts: Andrea JÖRDENS, *Vertragliche Regelungen von Arbeiten im späten griechischsprachigen Ägypten* (= *P.*

into account complementary lists of other types of contracts that could be related to labour performances: receipts for wages,³⁵ work contracts in

Heid. V), Heidelberg 1990, pp. 130–131. From this list, I removed *PSI* VIII 933 (Aphrodite, AD 538), *P. Cair. Masp.* III 67304 (Aphrodite, 6th cent.), and *BGU* II 395 (Arsinoiton Polis, AD 600), for they are very lacunose, and *SPP* III 56 (Muchis [?], 6th/7th cent.). *SB* I 5330 and *BGU* I 310 (list II A, n. 58 and 59) are now considered to be part of the same contract, and *SB* I 4738 is now the end of *CPR* XIX 33, whereas *CPR* XVIII 19 is a reedition of *SPP* XX 78 of Jördens's list, completed with new fragments. So from this previous list, we are left with 52 contracts, more precisely 51, since I consider *P. Rein.* II 105 (Oxyrhynchos, AD 432) a *προχρεία* contract (see below n. 38). To those texts, I added 27 new contracts dated from AD 284 to the Arab era: *P. CtYBR* inv. 153 (Oxyrhynchites, 6th cent.; A. BENAÏSSA, 'Frustula Beineckiana', *Archiv für Papyrusforschung* 60 [2014], no. 2); *P. CtYBR* inv. 325 (unknown provenance, 5th or 6th cent.; A. BENAÏSSA, 'An estate overseer's work contract and the meaning of *exotikoi topoî*', *Bulletin of the American Society of Papyrologists* 44 [2007], pp. 75–86); *P. Acad.* inv. 62 (Terythis, 11 April AD 534; J.-L. FOURNET & J. GASCOU, 'Un lot d'archives inédit de Lycopolis (Égypte) à l'Académie des Inscriptions et Belles-Lettres', *Comptes rendus des séances de l'Académie des Inscriptions et Belles-Lettres* 152 [2008], pp. 1069–1075); *P. Mich.* inv. 438 (unknown provenance, 4th cent.; K. HELMS, 'Guarding grapes in Roman Egypt [P. Mich. inv. 438]', *Bulletin of the American Society of Papyrologists* 50 [2013], pp. 135–143); *P. Mich.* inv. 476 (Oxyrhynchos, AD 558; C. M. SAMPSON, 'A labor contract from the dossier of Flavius Eulogius and his descendants', *Bulletin of the American Society of Papyrologists* 52 [2015], pp. 59–67); *BGU* XIX 2827 r^o (Hermopolis, AD 595); *CPR* XVIII 19 (Hermopolis, AD 321); *CPR* XIX 33 (Arsinoiton Polis, AD 591); *P. Bagnall* 33 (Oxyrhynchos, AD 496); *P. Bodl.* I 53 (Arsinoiton Polis, AD 605); *P. Bodl.* I 169 (Great Oasis, AD 308); *P. Dub.* 26 (Arsinoites, 7th cent.); *P. Gasco* 30 (Aphrodite, AD 565/578) and 42 (Arsinoites, 6th or 7th cent.); *P. Oxy.* LVIII 3933 (AD 588), 3952 (AD 610), and 3958 (AD 614); *P. Oxy.* LXXII 4910 (AD 477); *P. Oxy.* LXXIII 4967 (end of 6th – beginning of 7th cent.); *P. Oxy.* LXXIV 5014–5016 (3rd cent.); *P. Oxy.* LXXVII 5121 (AD 485); *P. Palau Rib.* 14 (Oxyrhynchos [?], AD 431); *SB* XX 14400 (unknown provenance, 6th/7th cent.); *SB* XXIV 16274 (unknown provenance, 5th cent.); *P. Eirene* I 32 = *SB* XXIV 16120 (unknown provenance, 7th cent.; fragmentary). Moreover, I counted in the list the four *PSI* VI 689 A–D (Oxyrhynchos, 1st half of 5th cent.), oaths of workers on Trajan's canal, whereas Jördens took only *PSI* VI 689 A into account, and *P. Oxy.* I 134 (AD 569), which Jördens included in list VIII, but see F. MORELLI, 'Timè e misthos: vendita e prestazione di lavoro. Osservazioni sulle relazioni economiche tra artigiani e proprietà nell'Egitto bizantino', *Comunicazioni, Istituto Papirologico G. Vitelli*, Florence 1997, pp. 7–29, esp. 27, n. 68, for the reason to consider it a work contract. In total, I counted 82 work contracts.

³⁵ Out of the 17 'sonstige Zeugnisse' of list II B (JÖRDENS, *Vertragliche Regelungen* [cit. n. 34], pp. 144–147), consisting mostly of receipts of wages, I kept 11 ἀποχαί/ἀποδείξεις in chirographic form, which can be formally compared to συναλλάγματα, and removed the regular receipts (*P. Oxy.* XVI 2006 [6th cent.], *SPP* III² 1 86 [Herakleopolites, AD 593] and 96 [Arsinoiton Polis, AD 640–655], *SPP* III 324 [Arsinoiton Polis, AD 672–687], and *SPP* XX

vineyards,³⁶ acknowledgements to perform liturgical work by hiring a substitute (34 texts, but only 14 from Diocletian to the Arabs),³⁷ and contracts of *προχρεία* where work pays off a loan.³⁸ Even if the formula

198 [Arsinoites, 6th/7th cent.]) and one letter (*P. Lips.* I 111 [unknown provenance, 4th cent.]). I added *P. Oxy.* XVI 1992 descr. (AD 572), which Jördens did not take into account, but the inclusion of which is fully justified. Few receipts in chirographic form appeared since 1990: I added *P. Oxy.* LVIII 3936 (AD 598), a receipt for a priest salary paid by Fl. Strategius, and *P. Gascou* 41 (Arsinoites, end of 6th or early 7th cent.), for work in a church vineyard. In total, then, I counted 14 wage receipts.

³⁶ I counted 10 *μισθώσεις τῶν ἔργων* that ranged from the Tetrarchic era on, including the eight contracts of Jördens's list IV A (*Vertragliche Regelungen* [cit. n. 34], p. 223), to which I added *P. Vind. Sal.* 9 (Hermopolis, AD 509), and the contract *P. CtYBR* inv. 215(A) (Oxyrhynchus, AD 408 or 427; A. BENAÏSSA, 'New light on the episcopal church of Oxyrhynchus', *Zeitschrift für Papyrologie und Epigraphik* 161 [2007], pp. 202–205). *P. Col.* X 284 (Oxyrhynchus, AD 311) is now a reedition with new fragments of *P. Heid.* V 343. See Christel FREU, 'Vignes d'Égypte: extension et exploitation des vignobles sous l'Empire romain. Retour sur les contrats de *μισθώσεις τῶν ἔργων*', *The Journal of Juristic Papyrology* 45 (2015), pp. 65–91, and the introduction of the newly published *P. Oxy.* LXXXII 5320 (which I did not include in the corpus since it dates from AD 227/8).

³⁷ I included in the corpus 13 texts, dating from Diocletian (*P. Oslo* III 135 [Oxyrhynchus, AD 286–293]) to the mid-5th century (*P. Oxy.* LV 3796 [AD 412]), from Jördens's list III A (*Vertragliche Regelungen* [cit. n. 34], pp. 185–186) and commentary (pp. 195–221), and added *P. Oxy.* LXVII 4597 (AD 294). For a further commentary of those types of texts, see MARA-VELA-SOLBAKK, 'Two documents' (cit. n. 23).

³⁸ I kept 17 *προχρεία* contracts of Jördens's list VII (*Vertragliche Regelungen* [cit. n. 34], pp. 271–272), and added new *προχρεῖαι* published since 1990: *P. Oxy.* LXIII 4353 (AD 304); *P. Kellis* I 41 (AD 310); *SB* XXIV 16284 = *P. Bodl.* I 82 (Hermopolis, AD 533), with corrections of A. JÖRDENS, 'P. Bodl. I 82: ein *προχρεία*-Vertrag', *Zeitschrift für Papyrologie und Epigraphik* 116 (1997), pp. 81–84; *P. Oxy.* I 192 descr. = *SB* XXII 15362 (AD 600 or 615), *P. Oxy.* I 194 descr. (end of 6th cent.; cf. B. HAUG, 'Dependent labor: the case of the *enapographoi geōrgoi*', [in:] KEENAN, MANNING, & YIFTACH-FIRANKO (eds.), *Law and Legal Practice* [cit. n. 8], pp. 435–438), and *P. Bodl.* I 41 (Hermopolis, AD 604). As JÖRDENS, 'P. Bodl. I 82', pp. 81–84, thought it better, I classified *SB* XXIV 16274 (unknown provenance, 5th cent.) more as an acknowledgment of wages in advance than as a real *προχρεία* contract; conversely *P. Rein.* II 105 (Oxyrhynchus, AD 432) seems to me more a *προχρεία* contract than a mere advance of wages, as Jördens thought (at l. 12, it says *ἔσχον εἰς λόγον προχρίας* (l. *προχρείας*) *τὰ τοῦ χρυσίου νομισμάτια* ...; and it contains the *πᾶσις* clause – see below, n. 65). Finally, even though *P. Oxy.* LVIII 3943–3945 are without ambiguity *προχρεία* contracts – as they are entitled *γρα(μματεῖον) προχρ(είας)* – they are too fragmentary to be of use here. I therefore considered 24 *προχρεία* contracts.

appears also in Oxyrhynchite contracts of delivery that acknowledged the payment for a work accomplished, I did not consider those types of contracts since it was the cost of the produce (τιμῇ), and not the work itself, that paid the buyer.³⁹ Nor did I take into account the ‘Pachtverträge’. All the contracts compiled here concern only hired labour, recognized by the payment of wages (μισθός).

So we now have at our disposal 144 Late Roman labour contracts or receipts of wages in chirographic form. Among them, one quarter has the formulaic phrase ἀπολῶν/δισσὸν γραφέν (35) or an equivalent (3);⁴⁰ in total 38. As for the rest, some contracts are too fragmentary to be of use here (47), and the others come from regions where the scribes did not use that phrase (59).

In the Oxyrhynchite context, the thirty-five mentions of ἀπολῶν/δισσὸν γραφέν break down as follows:

- twenty-two mentions of ἀπολῶν γραφέν, four of which are restored, plus one contract issued in a single copy as attested by another formula,
- and thirteen of δισσὸν γραφέν, three of which are restored, plus two duplicates attested by the mention of ἴσον in the text or in the title.

So attestations of contracts in a single copy appear to be rather more numerous than mentions of duplicates, but caution is required with so few cases. Moreover, as we will see, the reading of some texts is very difficult.

This first brief analysis of the distribution of the texts in the corpus suggests that the contemporary assertion of the emperor Justinian concerning

³⁹ Those contracts appear mostly in Jördens’s lists V: ‘Teilpachten’ (discussed at *Vertragliche Regelungen* [cit. n. 34], at pp. 239–259) and VIII: ‘Arbeitsverpflichtungen und Lieferungskäufe’ (discussed at pp. 296–341), to which we may add the new *P. Oxy.* LXXXI 5288 (AD 570); but see further useful clarifications of MORELLI, ‘*Timè e misthos*’ (cit. n. 34), pp. 7–29.

⁴⁰ Apart from the standard formula, we find three other mentions of another kind: in an Oxyrhynchite *misthosis ton ergon* (*P. Col.* X 284, dupl. of *SB* XXII 15769 [AD 311]) one of the lessors stipulates (l. 23) that she got the duplicate: [Ἀὐρ(ηλία) ἔσχον τοῦτ]ου τὸ ἴσον. NIELSEN, ‘A catalog’ (cit. n. 17), p. 195, asserts that it was the lessee who held this copy. Nevertheless, Aurelia who subscribes seems rather to have been one of the three lessors. The mention of ἴσον appears also in the verso of a Byzantine work contract of an employee of the rent collectors (*P. Oxy.* XVI 1894 [AD 573]). I examine the text below. Finally, in the contract of a flute player *CPR* XVIIA 9 (Hermopolis, AD 321), the mention appears thus phrased: [τὸ σύ]μφωνον κύριον ὁ καὶ μοναχῶς ἐξεδόμεν.

the generalized practice of duplicating contracts did not concern contracts that involved private work. In the *Pragmatica sanctio* he gave to Italy in AD 554 in order to re-establish imperial ‘legislative authority’ and to confirm or give back to the *possessores* all their property rights, he presented as customary the duplicates of the *instrumenta*, so that the contractors should be able to have a *competentem cautelam*:

Si uero instrumentum periisse inueniatur, cuius exemplum apud alterum inuenitur, **ut pote duobus scriptis authenticis, prout in contractibus solitum est**, ex eo quod apud partem alteram inuenitur, aliud conscribi iubemus et parti dari, cuius iam instrumenta perierunt, ut competentem possit habere cautelam.⁴¹

If a document is found to have perished, one exemplar of which can be found at the second party’s house, **since the two writings are originals, as it was the rule for contracts**, we order that another one should be written from the exemplar found at the second party’s house and given to the party whose documents perished, in order for him to have an appropriate protection.

In Egypt, labour contracts and loans did not conform to this rule, but sales, leases and family agreements (marriage contracts, adoptions, or wills) mostly did. In the Antaiopolite, Hermopolite, Apollonopolite nomes, Byzantine sales are recorded to be written twice or in a single copy, but to be also registered in the public archive according to the laws (κατὰ νόμους).⁴²

⁴¹ *Prag. Sanctio*, Just., *Nou. App.* 7, § 21, ed. R. SCHÖLL & G. KROLL, *Corpus Iuris Civilis*, Berlin 1895, p. 802. This text was quoted by KÜBLER, “*ΙΣΟΝ*” (cit. n. 18), p. 69. For a brief recent summary the context of issue of this law, see G. HEYDEMANN, ‘The Ostrogothic kingdom: ideologies and transitions’, [in:] J. J. ARNOLD *et alii* (eds.), *A Companion to Ostrogothic Italy*, Leiden – Boston 2016, pp. 17–46, at 39–40.

⁴² A check of DDBDP data shows that marriage settlements and wills contain the δισσὸν γραφέν phrase: e.g. the marriage contract *P. Oxy.* VI 905 (AD 171), ll. 18–19; or the adoption deed *M. Chr.* 363 (Hermopolis, AD 381), ll. 22–23: ἡ νόθεσία κυ[ρία δ]ισσῇ | γραφεῖσα ὁμο-τύπως πρὸς τὸ παρ’ ἐκ[άσ]τω ἡμῶν εἶναι μοναχὸν πρὸς ἀσφάλειαν. Moreover, late Oxyrhynchite leases are also said to be copied twice: e.g. *P. Oxy.* LXIII 4390 (AD 469), ll. 43–44: κυρία ἡ μίσθωσις | δισσῇ γραφεῖσα. For sales, see, e.g., *P. Michael.* 45, ll. 62–64 (Aphrodite, AD 540): καὶ ἰσχυρὰν ταύτην τὴν πρᾶσιν π[ανταχοῦ] προσκομιζομένην, ἣν περ γραφ(εῖσαν)

Was Egypt a juristic exception? I do not think so, for, even if he seems to generalize in the text to all contracts, Justinian had only in mind, while speaking of *instrumentum*, contracts involving property matters, which was the case neither for labour contracts nor for loans, acknowledgments of payment and receipts that were issued for the sake of the creditor, and were not thought to be of use for the debtor. As a consequence, the exchange of documents did not become a rule in contracts involving private work for they did not concern patrimonial matters.

3. WHO GOT THE CONTRACT?

At first view, one would naturally think that the reason for establishing one or two copies of a contract was socio-economic. As the drafting of a written document by a professional scribe and the authentication by a notary had an undeniable cost, it is most plausible that when a single copy was drawn up it was left to the employer, who was interested in enforcing the clauses of the contract. Conversely, when duplicates were made for the two contracting parties – κύριον τὸ συν[ά]λλαγμα [δ]ισσὸν γραφέν πρὸς τὸ ἐκάτερον ἔχειν, as said in the Oxyrhynchite συναλλάξις⁴³ – was it because the employees were persons of some rank that made them able to defend their rights before a judge, or for another reason?

A comprehensive study of the diverse occurrences of ἀπλοῦν/δισσὸν γραφέν in the late Oxyrhynchite papyri will allow us to answer this question.

δισσὴν ὁμότυπον ἐκόντες καὶ πεπε[ισμένοι ἐθέμεθά σοι] ἄνευ βίας καὶ ἀνάγκης κ(αὶ) ἀπάτης πάσης καὶ φόβου κ(αὶ) δόλου τινος ἐν δημοσίῳ ἀρχεῖῳ], or *P. Mich.* XIII 662 (Aphrodite, AD 615/630 or 645), ll. 52–55: ταύτην τὴν πράσιν πανταχοῦ προφερομένην) ἥνπερ ἀπλὴν γραφίσαν (l. γραφείσαν) ... ἐθέμην ... ἐν δημοσίῳ ἀρχεῖῳ καὶ κατὰ νόμους τετελειωμένη (l. τετελειωμένην)). Cf. Joëlle BEAUCAMP, 'Byzantine Egypt and imperial law', [in:] R. S. BAGNALL (ed.), *Egypt in the Byzantine World, 300–700*, Cambridge 2007, pp. 271–287, esp. 272–273, for the references of *nomoi* in those 'stereotyped formulae concerning for instance the validity of a will or the owners' rights (...) This fact creates the impression that the existence of a legal order obtained greater recognition [in Justinian's time]'.⁴³

⁴³ *P. Oxy.* XXXVI 2769 (AD 242; hiring of a *sitologus* substitute), ll. 29–31; *PSI* IX 1037 (Oxyrhynchos, AD 301), ll. 29–30; *P. Oxy.* XXXVIII 2859 (AD 301), ll. 25–26: κύρια τὰ γράμματα δις δὲ γράφοντα | πρὸς τὸ ἐκάτερον[ο]ν ἔχειν μοναχόν).

Let us begin by examining the contexts where the *ἀπλοῦν γραφέν* formula appears. Then the reasons for drawing up a duplicate will be considered.

The *ἀπλοῦν γραφέν* formula appears in many service contracts where work paid off a loan, or in acknowledgments of reception of earnest money, as it is found, more broadly, in debt acknowledgments and loans. In the Oxyrhynchite nome, when it appears, the formula is of systematic use in the *προχρεία* and *παραμονή* contracts (9/9 mentions on a total of 24 contracts)⁴⁴ and in the receipts of wages (4/4 mentions on a total of 14 contracts),⁴⁵ and of relative use in the work contracts (9/11 on a total of 82).⁴⁶ As in the first centuries of Roman rule, all those Late Roman written agreements insisted on the *denarii* or the *solidi* received as loans, earnest money, or wages: the amount spanned from one gold *solidus* for

⁴⁴ *P. Oxy.* LXIII 4353 (AD 304); *P. Kellis* I 41 (AD 310); *P. Rein.* II 105 (Oxyrhynchos, AD 432); *P. Land.* III 48 (Oxyrhynchos, AD 582); *P. Amb.* II 149 (Oxyrhynchos, 6th cent.), *P. Oxy.* I 192 descr. = *SB XXII* 15362 (AD 600 or 615), *P. Land.* III 44 (unknown provenance, 6th/7th cent.). The other *προχρεία* contracts come from other nomes. One can nonetheless postulate an Oxyrhynchite provenance for *P. Mich.* XV 728 (5th/6th cent.), for it contains (l. 8) a formula similar to the Oxyrhynchite ones. *P. Köln.* II 102 = *SB XII* 11239 (Oxyrhynchos, AD 418) seems the sole exception to the rule, with the restoration of *δισσὸν γραφέν* at l. 13. In view of the cases mentioned above, this restoration is certainly a mistake, as I will prove in more detail below.

⁴⁵ *P. Oxy.* LVII 3914 (AD 519; the formula is restored, however); *P. Land.* III 43 (Oxyrhynchos, AD 525); *P. Oxy.* XXXVI 2780 (AD 553); *P. Got.* 9 (Oxyrhynchos, AD 564).

⁴⁶ In two cases only, the agreement mentions earnest money: in *P. Oxy.* I 140 (AD 550), ll. 23–24, a *stablites* agrees to receive four *solidi* and a half in advance (λόγω ἀρραβῶνος χρυσοῦ νομίσματα τέσσαρα ἥμισυ) on a salary of 9 *solidi*, plus allowances in kind, for him and his stable workers (λόγω ὀψωνίου ἐμοῦ τε καὶ τῶν αὐτῶν ἱπποκόμ(ων)), and in *P. Select.* 4 (unknown provenance, 6th/7th cent.), a worker acknowledges the reception of earnest money (but this contract is very fragmentary, and much is restored). In *PSI* IV 287 (Oxyrhynchos, AD 377), the worker is a young man working in a weaver's workshop for low wages; in the fragmentary *P. CtYBR* inv. 215(A) (see n. 36), the worker agrees to work in a vineyard in AD 408 or 427 (the *ἀπλοῦν γραφέν* is restored); in *P. Oxy.* LVIII 3933 (AD 588), an employee of the goldsmiths agrees to work yearly for 3 *solidi* (but the *ἀπλοῦν γραφέν* is difficult to read here); in *P. Heid.* V 345 (Oxyrhynchites, beginning of 6th cent.), a worker acknowledges that he will receive myriads of *denarii* as daily wages; in *P. Oxy.* XIX 2239 (AD 598), ll. 16–20, a farm steward details his *μισθός*, as it is usual to do; finally, in *P. Oxy.* LXXIII 4967 (end of 6th – beginning of 7th cent.), l. 7, a public herald agrees to work for one year κατὰ μίμησιν τοῦ ἐμοῦ ἐταίρου.

servants and common workers to more than ten. But, unlike in the previous centuries, those contracts had been written only once, and obviously kept by the employer.⁴⁷

In Late Antiquity, money circulated in all areas of society, and it was essential to the civilians for paying taxes and consuming goods.⁴⁸ Gold became a ‘mass currency’ in the course of the fifth century, and copper gained in purchasing power after Anastasius’ reform of AD 498, when ‘*solidus* fractions in divisional copper coins (...) must have strongly influenced daily exchange in the sixth and seventh centuries’.⁴⁹ However, though important, monetisation covered only a part of economic exchange. Wages continued to be paid partly in kind (wheat and/or barley,

⁴⁷ For the 1st century AD, see LEROUXEL, *Le marché du crédit* (cit. n. 16), pp. 46–52, who calculated that in the 1st century more than 90% of the loans were in cash, and still 73% in the 3rd century (*ibidem*, p. 300). I did not calculate the percentage for Late Antiquity, because we do not have equivalent notarial registers, but the overwhelming importance of money, borrowed or given in advance as wages, is particularly striking in the contracts that contain the ἀπλοῦν γραφέν formula, that is work contracts that insist on the earnest money given, receipts of wages, and finally προχρεία contracts. But some Late Antique loans in cash were repaid in kind: see Katherine BLOUIN, ‘An Arsinoite loan of money with interest in kind’, *Bulletin of the American Society of Papyrologists* 46 (2010), pp. 93–109.

⁴⁸ On the importance of the late ‘Monetary economy’, see also J. BANAJI, *Agrarian Change in Late Antiquity. Gold, Labour, and Aristocratic Dominance*, Oxford 2007 (2nd ed.), pp. 39–88, and *passim* (insisting above all on gold) and IDEM, *Exploring the Economy of Late Antiquity. Selected Essays*, Cambridge 2016. Arietta PAPACONSTANTINOY, ‘Credit, debt and dependence in Early Islamic Egypt’, [in:] Arietta PAPACONSTANTINOY & J.-L. FOURNET (eds.), *Mélanges Jean Gascou: textes et études papyrologiques*, Paris 2016, pp. 613–642, specifies (p. 618) that ‘money was also very commonly borrowed for the payment of taxes’. For the social profile of lenders and borrowers, see *ibidem*, pp. 618–626 (‘overwhelmingly the borrowers in the papyri were either artisans or, more often, practiced some form of agricultural activity’). The situation described for the Early Islamic period applies for the Byzantine era as well.

⁴⁹ S. TOST, ‘On payment transactions and monetisation in the rural region of Late Antique Egypt: the case study of small-format documents’, [in:] H. D. BAKER & M. JURSA (eds.), *Documentary Sources in Ancient Near Eastern and Greco-Roman Economic History: Methodology and Practice*, Oxford 2014, pp. 187–206, at 189. For wage payments in cash, either in gold or in copper, see also BANAJI, *Exploring the Economy* (cit. n. 48), ch. IV and VI, and my review of the book in *Antiquité tardive* 25 (2017), pp. 454–459, esp. 456–458 for cash payments of wages.

oil, and/or wine). Thereby, more than other kinds of payments, cash payments kept an intrinsically high value and even small amounts had to be written down.⁵⁰ Wage receipts in chirographic form were copied only once and given to the employer, to attest the clearance of his payment in cash.⁵¹ If money was given as a loan or in advance to the worker in crucial need of cash, then the Oxyrhynchite scribes used the same ἀπλοῦν γραφέν formula they employed in loans,⁵² as if the document had been written

⁵⁰ Fundamental is the analysis of F. MORELLI, *Olio e retribuzioni nell'Egitto tardo (V-VIII)*, Florence 1996, pp. 153–164, who has shown (pace JÖRDENS, *Vertragliche Regelungen* [cit. n. 34], p. 171) that most of the cash payment in receipts and contracts represent only a part of the wages as in *SPP* III² I 86 (Herakleopolites, AD 593); *SPP* XX 198 (Arsinoites, 6th/7th cent.), or in contracts recording advances on wages: e.g. *P. Princ.* III 154 (Oxyrhynchos, AD 546), ll. 8–9: λόγῳ προτελείας τοῦ ἐμοῦ μισθοῦ χρυσοῦ νομισμάτιον ἔν; *P. Münch.* III 100 (Arsinoiton Polis, AD 574), l. 9: 1 *solidus*; *P. Heid.* V 346 (unknown provenance, 6th cent.); and *P. Mich. inv.* 476 (Oxyrhynchos, AD 558; see n. 34), where 4 πεδιοφύλακες receive in advance 2 *solidi* (ll. 19–20) in account of their wages for the guard of the μηχανή of Fl. Serenus. Cf. S. TOST, 'On payment transactions' (cit. n. 49), pp. 187–206. Besides, προχρεία contracts only record the loan of cash (*P. Köln.* II 102 = *SB* XII 11239 [Oxyrhynchos, AD 418]: 2 *solidi*; *P. Prag.* I 34 [Arsinoites, 6th cent.], ll. 10–11: 1 *solidus*; *SB* XXIV 16274 [unknown provenance, 5th cent.]: x *solidi*; *P. Mil.* I 56 [Oxyrhynchos, 5th cent.]: x *solidi*; *P. Mich.* XV 728 [Oxyrhynchos (?), 5th/6th cent.]: 2 *solidi*; *SB* VI 9284 [Hermopolis, AD 553]: 3 *solidi* minus 18 carats; contract of irrigation very similar to *SB* VI 9459 [Pseuenafris, 7th cent.], contract of advance on wages; *P. Iand.* III 48 [Oxyrhynchos, AD 582]: 2 *solidi*; *BGU* I 295 [Arsinoiton Polis, AD 591]: 1 *solidus* minus 7¼ carats; *P. Lond.* III 1037 [Hermopolites, 6th cent.]: 4 *solidi* minus 24 carats; *P. Amb.* II 149 [Oxyrhynchos, 6th cent.]: 2 *solidi* minus 8 carats; *P. Alex.* 34 [unknown provenance, 4th/5th cent.]: 2 *solidi*; *SB* XXIV 16284 = *P. Bodl.* I 82 [Hermopolis, AD 534]: 10 *solidi* minus 60 carats).

⁵¹ Almost all these kinds of receipts, attested in late Oxyrhynchos to be written in a single copy, were concerned with payment in cash: e.g. *P. Oxy.* LVII 3914 (AD 519): 2 *solidi* received by an ἐργοδιώκτης of 2 hamlets cultivating wine); *P. Oxy.* XXXVI 2780 (AD 553): 2 *solidi* received by an ὑδροπάροχος of a civic bath); *P. Got.* 9 (Oxyrhynchos, AD 564): 4 *solidi* minus 5 carats received by a ταβουλάριος τοῦ ὀξέως δρόμου; *P. Oxy.* XVI 2006 (6th cent.): 1 *solidus* received by a private bath attendant. The exception is *P. Iand.* III 43 (Oxyrhynchos, AD 525), where a κνάφισσα received 2 artabs and a half of wheat for a year fulling in a house, and *P. Oxy.* LVIII 3936 (AD 598); but the contract concerns the payment of an ὀψώνιον, which can explain the payment of eleven artabas of wheat. Receipts from other nomes also record mostly cash payments.

⁵² I quote, e.g., an interesting Oxyrhynchite loan contract, written in a single copy, that links the loan redemption with the future advance on salary that an ἀρχισταβλίτης and his

more as a loan security – *διὰ ταύτης μου τῆς ἐγγράφου ἀσφαλείας* – than as a proper labour contract.⁵³

The *ἀπλοῦν γραφέν* phrase thus appears in its earliest attestation in *P. Oxy.* LXIII 4353 (AD 304), ll. 10–15, an advance of cash received as a part of the wages by an employee of an *ergasterion* of the city of Oxyrhynchos. He acknowledges that the manager of the workshop (*ἐπιστάτης ἐργ[α]στηρίου*) gave him two talents of bullion in advance, which he will have to give back at the end of the contract and fulfilment of the work.⁵⁴

ὁμ[ο]λογῶ ἐσχηκέναι παρὰ <σοῦ> ἐν προχρεία ἀργυρίου τάλαντα δύο, (γίνονται) (τάλαντα) β, ἐφ' ᾧ τ' ἐμὲ συνεργάσασθαί σοι ἐν ᾧ ἔχεις ἐργαστηρίῳ ταπητουφεικῶ ἐν τῇ αὐτῇ πόλει λαμβάνοντα παρὰ σοῦ ἡμερησίως ὑπὲρ μισθοῦ ἀργυρίου δραχμὰς ἑκατὸν εἴκοσι

I acknowledge that I received from you in advance two talents of silver, that is 2 talents, for which I will work for you in the tapestry workshop you own in this city, receiving from you as daily wages one hundred and twenty drachmas.

wife will receive in the next indiction: *P. Princ.* III 145 (AD 546): ὄντα ἀπὸ παντὸς κινδύνου ὁμολογοῦμεν διδόναι τῇ σῇ θαυμασιότητι ἐν τῷ Φαρμουῦθι μηνὶ τῆς παρούσης τεσσαρσκαιδεκάτης ἡνδικτίονος ἡνίκα δεχόμεθα ἀραβῶνας τῶν ἡμῶν μισθῶν τῆς πέντε καὶ δεκάτης ἐπινεμήσεως ἀνυπερθέτως κινδύνῳ τῶν ἡμῶν ὑπαρχόντων ὑποκειμένων κύριον τὸ γραμματίον ἀπλοῦν γραφέν καὶ ἐπερ(ωτηθέντες) ὡμολογήσαμεν, 'This sum guaranteed from all the risk, we agree to pay to your Excellency in the month of Pharmouthi of the present 14th indiction when we receive earnest money of our pay for the 15th indiction. This we do without delay pledging the property which belongs to us. This contract is valid and is in one copy, and on being questioned we gave our consent'. See also *P. Oxy.* XVI 1891 (AD 495) for an archetypical late loan of 2 *solidi*, in a single copy (l. 21), between a confectioner (l. 4: *παστυλλᾶς*) and one Fl. Apphous, a tribune.

⁵³ This expression is employed rather often in work and *προχρεία* contracts: e.g. *P. Prag.* I 34 (Arsinoites, 6th cent.), ll. 6–7; *P. Oxy.* LI 3641 (AD 544), l. 7; *SB* XXIV 16284 = *P. Bodl.* I 82 (Hermopolis, AD 534), l. 8; *BGU* XII 2200 (Hermopolis, AD 561), l. 6; *SB* I 4503 (This, AD 607), ll. 13–14, or in loan acknowledgments. For Ptolemaic *paramone* contracts, see the remarks of VON REDEN, 'Ptolemaic (Greek) labor contracts' (cit. n. 10) pp. 402–403: 'it is questionable whether these contracts were a form of self-pledge, an antichretic loan agreement, or a labor contract'.

⁵⁴ The text was recently discussed by JÖRDENS, 'Roman and Byzantine labor contracts' (cit. n. 8), pp. 416–417.

It is well known that in Late Antiquity contracts recording the advance of money to pay work, which were called *προχρεΐαι*, were rather numerous, even more than in the second/third centuries. In fact, there were two forms of *προχρεΐα*, a simple acknowledgment of the receipt of earnest money, and a specific type of antichretic contract, where the service to perform was conceived to pay off the interest of the loan.⁵⁵ In this latter type, either the principal was paid by the accomplishment of the service or it had to be refunded either at the debtor's will or – more often – at the creditor's, as established in the only explicit text we have, an antichretic contract from the Great Oasis, *P. Kellis* I 41 (AD 310), ll. 9–12:⁵⁶

ἐφ ᾧ μαι παραμῖναί σοι (l. με παραμείναι) ἐργασομένη <ν> ἀντὶ τῶν τόκου
(l. τῶν τόκων or τοῦ τόκου) καὶ ὑπερουτημένου ὑπὸ σου (l. ὑπερουτημένην
ὑπὸ σε) κατὰ τὰ ἐσ[τα]μένα ἀντὶ τῶν τόκου ἄχρι ἀποδόσεως (l. ἀποδόσεως)
τ[οῦ π]ροκειμένου καιφαλέου (l. κεφαλαίου) ἢ ὁπότον (l. ὁπόταν) θέλης
ἀποκαταστήσω σοι ἀνυπερθέτως

on condition that I shall stay with you working instead of (paying) interest
and being at your service according to the standing agreements instead of
(paying) interest until repayment of the aforementioned principal sum or
whenever you wish I shall refund you without delay [tr. K. A. Worp].

This contract is of a transitional type. It clearly shares many similarities with earlier *παραμοναί* but, on one important point, it anticipates Late *προχρεΐα* contracts: the labour duration is not stipulated, as in later contracts where only the redemption of the loan – if it ever happens – ends up the contract.⁵⁷

⁵⁵ For the two types of contracts, see JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), pp. 159–160, for the account on wages *εἰς λόγον προχρεΐας*, and 275–284, for the specificity of late *προχρεΐα* contracts; and MORELLI, *Olio* (cit. n. 50), p. 50, n. 19.

⁵⁶ This contract shares the same provisions as earlier *παραμοναί* contracted to pay off a loan (for which see SAMUEL, 'The role of *paramone* clauses' [cit. n. 2], pp. 301–306: 'the person under obligation agrees that he has received a sum of money in return for which he will work to pay off the interest and return the capital – which too may be repaid by work').

⁵⁷ JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), pp. 277–279 (p. 277, n. 15, list of contracts with provision concerning the absence of interest).

In fact, most provisions of late *προχρεία* contracts are similar to those of late loans with obligations of *παραμονή*. In both, the advance of money was thought to be the *κεφάλαιον* of the loan. They both were called *γραμματαία*.⁵⁸ They were both written in a single copy, which means that the only copy that was made was given to the creditor/employer, who could enforce his claims for refunding. In both, services to perform had to do with the obligation to remain within the employer's house.⁵⁹ Finally, the nature of the work to perform, not much detailed, was similar: either general domestic service, often performed by women,⁶⁰ or irrigation of vineyards and fields,⁶¹ or, less often, agricultural work.

⁵⁸ The *προχρεία* contracts which are entitled *γραμματαία* are: *P. Köln.* II 102 = *SB XII* 11239 (Oxyrhynchos, AD 418), l. 13 (restored); *P. Reim.* II 105 (Oxyrhynchos, AD 432), ll. 10–11; *P. Strash.* VII 658 (Hermopolis, 6th cent.), ll. 7–8; *P. Coll. Youtie* II 92 (Antinoopolis, AD 569), ll. 18 and 38; *P. Amb.* II 149 (Oxyrhynchos, 6th cent.), l. 18; *P. Land.* III 48 (Oxyrhynchos, AD 582), l. 23; *P. Flor.* I 70 (Hermopolis, AD 627 or 642), ll. 13, 14, and 17; *P. Land.* III 44 (unknown provenance, 6th/7th cent.), l. 7 (restored). Only one labour contract is so titled, *PSI* IV 287 (Oxyrhynchos, AD 377), l. 24, in which a young man obliges himself to work at a weaver's workshop.

⁵⁹ This point is still much disputed. JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), pp. 284–296, discussing modern literature on the point, emphasizes rightly that in many cases, the use of the verb *παραμένειν* is non-technical (and can be found in work contracts that are clearly not *παραμοναί* as we shall see below) but that 'unzweifelhaft hat das üblicherweise als Paramone bezeichnete Rechtsgeschäft auch in byzantinischer Zeit noch überlebt' (p. 288). The obligation of *παραμονή* – in my view in its technical sense – appears in *P. Kellis* I 41 (AD 310), l. 9; *P. Köln.* II 102 = *SB XII* 11239 (Oxyrhynchos, AD 418), l. 8: ἐπὶ τῷ με πα[ρ]αμένειν παρὰ σοὶ καὶ τὰ ἐπιτ[ασσ]όμενά μοι ὑπὸ σοῦ ἀμέμπτως ἐκτελέσαι, *P. Coll. Youtie* II 92 (Antinoopolis, AD 569), and can be supposed in *P. Land.* IV 62 (unknown provenance, 6th/7th cent.). The other documents are lacunose or too elliptic.

⁶⁰ As in the first century AD *παραμοναί*, domestic services concern mostly women: *P. Kellis* I 41 (AD 310): a woman stays at her creditor's service; *P. Köln* II 102 = *SB XII* 11239 (Oxyrhynchos, AD 418): a wife is concerned by the agreement; *P. Land.* IV 62 (unknown provenance, 6th/7th cent.): it concerns a sister, ll. 8–9: ἐ[φ' ᾧ α]ὕτην πᾶσαν δουλικὴν [ποιεῖν] χρεῖαν. Finally, in *P. Coll. Youtie* II 92 (Antinoopolis, AD 569), a woman pledged her younger sister Prokla to a new creditor/employer, in order to save her from the harsher conditions she suffered at her former master's house, where she was previously put into service by their father (comments of the text in Claudia KREUZSALER, 'Loan contracts serving other purposes', [in:] KEENAN, MANNING, & YIFTACH-FIRANKO (eds.), *Law and Legal Practice* [cit. n. 8], pp. 271–273, and JÖRDENS, 'Roman and Byzantine labor contracts' [cit. n. 8], pp. 417–419).

⁶¹ For the recording of the specific tasks involved in those types of contracts, see also JÖRDENS, '*P. Bodl.* I 82' (cit. n. 38), p. 81.

For Jairus Banaji, ‘debt was the essential means by which employers enforced control over the supply of labour, fragmenting the solidarity of workers and ‘personalizing’ relations between owners and employees’.⁶² There is some truth in this picture. But was it a Late Antique specificity? And was debt always alienating? Banaji thought so, denying that Late Antique contracts reflected the traditional peasant indebtedness; he preferred to see those contracts as revealing a specific society where debt was a general means intended to tie the worker to his employer. Yet, even though earnest money was actually widespread, the real antichretic contracts in Late Antiquity represented only a part of work contracts, a part that had a longstanding tradition in Egypt, especially when the borrower could not offer real surety to guarantee his loan. François Lerouxel has shown recently that these contracts were due to a lack of public sureties for credit. In the first century of Roman occupation of Egypt, before the creation in the Flavian period of a public archive for property registration, the famous βιβλιοθήκη τῶν ἐγκτήσεων, more than half of the loans were only guaranteed by the *πρᾶξις* clause, a vague and general clause of execution on the debtor’s properties. Many individuals could not offer other types of guarantee. With this vague surety, the sums were in general rather small and personal labour one of the effective means to pay off the loan. The creation of the βιβλιοθήκη τῶν ἐγκτήσεων changed the situation quite significantly, allowing the state and the individuals to know much better the financial state of a plot of land or real estate. As a result, it allowed the reduction, but not the abolition, of *παραμοναί*, since individuals could more easily mortgage a property, without resorting to personal sureties. Antichretic contracts continued to concern people that

⁶² BANAJI, *Agrarian Change* (cit. n. 48), p. 205. J. BANAJI, *Theory as History: Essays on Modes of Production and Exploitation* [= *Historical Materialism Book Series* 25], Leiden – Boston 2010, continues to assert the widespread use of wage labour in Roman economy and agriculture. In ch. VI (especially p. 175), he quotes to prove it two *προχρεία* contracts for irrigation work, *P. Oxy.* I 192 descr. = SB XXII 15362 (AD 600 or 615) and 194 descr. (end of 6th cent.), but also *P. Oxy.* I 206 descr. = SB XXII 15367 (AD 535). Nevertheless, the three documents are not of the same nature: *P. Oxy.* I 206 is entitled a *πιττάκιον τῆς προχρείας*, that is an acknowledgement of debt or an advance payment, with no mention at all of labour to refund it.

had little property to pledge, or little money to borrow.⁶³ But in the beginning of the fourth century, the *βιβλιοθήκη τῶν ἐγκτήσεων* disappeared, and a new institutional situation affected the credit market: the average amount of loans dropped again⁶⁴ and the use of *προχρεία* contracts with *παραμονή* provisions to pay off loans increased, as did the use of the *πράξις* clause in these contracts.⁶⁵ Thereby, even though not everybody relied on credit, those who did went back to ancient credit patterns. Yet, it does not mean that every agreement in a single copy necessarily involved employees with low economic statuses. Receipts of wages or of earnest money, that had been systematically written only once, were also delivered for employees of higher rank.

The reasons for double copies of a work contract are different. The little collection of duplicates attested by the mention of ἴσον or δισσὸν γραφέν

⁶³ LEROUXEL, *Le marché du crédit* (cit. n. 16), pp. 54–72, esp. 56–59. *Παραμοναί* continued to be used for poor people, as several bank registers from mid-2nd century Ptolemais Euergetis note it (*SB XXIV* 15942 [Arsinoites, end of 2nd – beginning of 3rd cent.], ll. 7–11; *P. Ross. Georg.* II 18 [Arsinoites, mid-2nd cent.], ll. 108–114, 151–154, 273–276, 299–305, 345–348; *P. Mil.* I 60 = *SB V* 7612 [unknown provenance, AD 158], ll. 1–13 and 14–25; *P. Flor.* I 44 [Hermopolites, AD 342]). *P. Ross. Georg.* II 18 contained at least five contracts of *παραμονή* (cf. B. ADAMS, *Paramoné* [cit. n. 3], pp. 16–17). For the dating of the fragments, see R. LUISELLI, ‘Note su alcuni frammenti di registri di *διαγραφαί* bancarie (P. Berol. inv. 1893 et *P. Ross. Georg.* II 18)’, *Archiv für Papyrusforschung* 45/1 (1999), pp. 47–56.

⁶⁴ For the disappearance of the *βιβλιοθήκη τῶν ἐγκτήσεων*, see LEROUXEL, *Le marché du crédit* (cit. n. 16), p. 315; PAPA-CONSTANTINO, ‘Credit’ (cit. n. 48), p. 614, assesses that ‘it is generally accepted that large-scale credit diminished drastically’ in Late Antiquity, whereas ‘the main characteristics of micro-credit practices were stable from the Roman period onwards, if not earlier (...) they were not very different from similar practices in rural societies throughout the pre-modern period’. We lack a comprehensive study of Late Antique loans in Egypt, but a quick survey shows that the majority of monetary loans amount to a few *solidi* at most. Ostraca bear witness to micro-credit practices: see LEROUXEL, *Le marché du crédit* (cit. n. 16), pp. 107–109, who compares the loans in Mons Claudianus documented in *O. Claud.* III, that amount to 8.7 drachmae on average, to loans at Jeme in Islamic times, *O. Medin. Habu Copt.* 50–66, that range from one *tremissis* to several *solidi* (see T. WILFONG, *Women of Jeme. Lives in a Coptic Town in Late Antique Egypt*, Ann Arbor 2002, esp. pp. 117–135).

⁶⁵ The *πράξις* clause is found in both early and late loans, and in late Oxyrhynchite *προχρεία* contracts: *P. Oxy.* LXIII 4353 (AD 304), ll. 20–22; *P. Köln.* II 102 = *SB XII* 11239 (AD 418), ll. 11–12; *P. Rein.* II 105 (AD 432), ll. 9–10; *P. Mil.* I 56 (5th cent.), l. 15; *P. Mich.* XV 728 (5th/6th cent.), ll. 5–7; *P. Alex.* 34 (6th/7th cent.), l. 2.

shows that the first reason to issue a contract twice did not concern the social status of the parties but rather depended on the nature of the work to perform: most of the duplicates are in fact related to the accomplishment of public service. Again, continuity prevails, since in earlier centuries liturgical work was already recorded in duplicates, even if the formula that recorded the duplication did not systematically appear yet.⁶⁶

To show it, I will focus on ten clear mentions of *δισσὸν γραφέν* and discuss the three restored.⁶⁷ The first five clear mentions, plus one restored, of *δισσὸν γραφέν* formula are found in Oxyrhynchite agreements from the late third to the early fifth century dealing with the hiring of a substitute for the performance of a liturgy. They clearly continue the formulaic tradition already in use from at least the third century onwards in the Oxyrhynchites: after a mention in *P. Oxy.* LXVII 4597, a contract of transport of chaff for cavalry troops stationed in the Thebaid in November AD 294,⁶⁸ we have another one in *PSI IX* 1037 from AD 301, where one Aurelios Apollonios agreed to serve as a *ῥαβδοῦχος* in place of a certain Aurelios Hatres from Oxyrhynchos to lead camels and donkeys to the mines, where they would transport loads.⁶⁹ In the same year, on 10 November, two other

⁶⁶ As seen previously, the *δισσὸν γραφέν* formula appears in two 2nd-century papyri from the Fayum related to public work: *P. Mich.* XI 603 (Ptolemais Euergetis, AD 134) and *BGU II* 638 (Arsinoites, AD 143). In another duplicate, *P. Oxy.* LVII 3912 (AD 266), a *ναύτης* hires himself for a monthly *οψώνιον* of 160 drachmae (ll. 21–22) on a boat loading public grain to the Arsinoites. The formula does not appear in the *kyria* clause, but the text is a duplicate (cf. NIELSEN, 'A catalog' [cit. n. 17], p. 203).

⁶⁷ From the Tetrarchic era on, *δισσὸν γραφέν* appears clearly in *P. Oxy.* LXVII 4597 (AD 294), ll. 22–23; *PSI IX* 1037 (Oxyrhynchos, AD 301), ll. 29–30; *P. Oxy.* XXXVIII 2859 (AD 301), ll. 25–26; *P. Oxy.* XIV 1626 (AD 325), ll. 21–22; *P. Flor.* I 39 (Oxyrhynchos, AD 396), l. 13; *P. Oxy.* LI 3641 (AD 544), l. 22; *P. Mil.* I 48 = *SB VI* 9011 (Oxyrhynchos, AD 549), l. 17; *P. Oxy.* I 136 (AD 583), l. 41; *P. Oxy.* I 138 (AD 610/11), ll. 39–40; *P. Oxy.* LVIII 3958 (AD 614), l. 34. One contract is entitled an ἴσ(ον) συναλλάγμα(ατος): *P. Oxy.* XVI 1894 v^o. The formula is restored in *P. Oslo III* 135 (Oxyrhynchos, AD 286–293), ll. 25–26; *P. Köln.* II 102 = *SB XII* 11239 (Oxyrhynchos, AD 418), l. 13; *P. Oxy.* LVIII 3952 (AD 610), l. 50.

⁶⁸ Ll. 22–23: κύριον τὸ ὁμολόγημα δισσὸν γραφέν [πρὸς τὸ ἐκάτερον] μέρος ἔχειν μοναχόν.

⁶⁹ Ll. 6–13: ὁ μὲν Ἀτρῆς συνηλαχέναι τῷ Ἀ[πολλων]ίῳ ἦν καὶ αὐτὸς συνήλ'λαξεν χώραν μείαν (sic) [ῥαβδο]ύχου [ἐ]νὸς παρὰ διαφορῶν κωμῶν, (...) τῶν ἀνερχομένων πρὸς ὑπηρέσιαν τῶν μετὰλλων ὄνων τε καὶ καμήλων, ἐπὶ τῷ τὸν Ἀπολλώνιον ἀντὶ τοῦ Ἀτρῆ ἀνελετῶν

Aurelii agreed in with each other that Paulos, son of Horion, would replace Sarapammon son of Heras for two months as δεκανὸς ῥαβδούχων, that is as a chief of a little gang of public transport (*P. Oxy.* XXXVIII 2859).⁷⁰ These two documents are very similar: they concern the same charge and the two employees are paid with an approximately similar daily salary – ὑπὲρ σαλαρίων ἡμερησίως – Hatres with 300 ‘silver’ drachmae and Paulos with 250. Particularly interesting is the detail added in the *kyria* clause, which indicates clearly who got the two copies of the contract: κύρια τὰ γράμματα διςσὰ γραφέντα πρὸς τὸ ἐκάτερ[ο]ν ἔχειν μοναχόν, ‘this contract written in duplicate for each party to have a valid copy’ (*P. Oxy.* XXXVIII 2859, ll. 25–26).⁷¹ A generation later, in AD 325, when the emperor Constantine was expected to visit Egypt, pack animals were demanded once more (*P. Oxy.* XIV 1626). The chiefs of an Oxyrhynchite village decided to pay with a μισθός or a σαλάριον an ἐπιμελητῆς to convoy the animals to Babylon: their agreement was also written twice (ll. 21–22), as was most probably the case for all documents of that sort.⁷²

The duplicate was thus necessary for both parties in case a justification was needed by the administration. The liturgists came from the middle classes of the villages or of the cities, and their substitutes could be either men of modest means looking for a public salary, or professionals

ἅμα τοῖς ζώοις ὄνοις τε καὶ καμήλοις καὶ παραμ[εῖ]ναι ἐκίσαι ἀποπληροῦντα ἅπαντα τὰ [ἐπιτασσό]μενα αὐτῷ δημόσια ἐπιτάγματα, ‘for his part, Hatres [acknowledges] that he left to Apollonios the single position of carrier which Apollonios took in charge for the sake of the diverse villages (...) to convey up donkeys and camels for the service of the mines and that Apollonios will go in place of Hatres with the animals, donkeys and camels, and that he will stay accomplishing all the public orders given to him’.

⁷⁰ For this liturgy, see N. LEWIS, *The Compulsory Public Services of Roman Egypt* [= *Papyrologica Florentina* 28], Florence 1997 (2nd ed.), s.v. ῥαβδουχία, and the introduction of *P. Oxy.* XXXVIII 2859.

⁷¹ The same formula appears in *PSI IX 1037* (Oxyrhynchos, AD 301), ll. 29–30: κύριον τὸ συν[ἀ]λλάγμα [δ]ισσὸν γραφὲν πρὸς τὸ ἐκάτερον ἔχειν.

⁷² In *P. Oslo III 135* (Oxyrhynchos, AD 286–293), a man is hired for the yearly charge of *onelasia*. The editor, rightly, it seems, restored διςσὸν in the lacuna in ll. 25–26: [κύριον τὸ συνά(λ)γμα] διςσὸν] γραφὲν καὶ ἐπερωτηθέντες [ὠμολ(ό)γησαν]. The liturgical contracts of the sort from other nomes where the formula is not employed should most probably be duplicates.

who undertook the service the nominee could not do.⁷³ A good example of this latter case is the work accomplished by sailors who boarded ships for the *annona* services or for the ὀξὺς δρόμος; their contracts – two of which at least are preserved from Late Antiquity – were also duplicates.⁷⁴

When civic duties ceased to be assumed in the Byzantine times by municipal or village liturgists, and were entrusted to landlords or to guilds as part of their fiscal duties, the hiring of employees rested on them, as the οἴκοι archives exemplify clearly from the mid-fifth to seventh centuries.⁷⁵ But, even though the person who hired employees in annual instalments was not a civic liturgist of the ancient kind, the principle of establishing such contracts in duplicates remained. The Byzantine work contracts that will be examined now deal mostly with fiscal duties, and public services related to the imperial fiscus.

Two of these Byzantine contracts that use the δισσὸν γραφέν phrase are well-known contracts of hire of tax and/or rent collectors (προνοητῆς and ἐνοικιολόγος) who were recruited each year in Oxyrhynchos by the

⁷³ On the social level of the nominees from non-bouleutic strata, see N. LEWIS, *Compulsory Public Services* (cit. n. 70), pp. 70–75 (discussion of their πόρος, which shows that only men of some means, land or building owners, were nominees). For the commentary and discussion of some texts dealing with substitutions to liturgies, see J. REA, 'Notes on some 3rd and 4th century documents', *Chronique d'Égypte* 46 (1971), pp. 142–157, esp. 146–153, who notes rightly that the nominee was sometimes 'unable or unwilling to serve personally'.

⁷⁴ Cf. the oath of the ναύτης in the 3rd-century duplicate *P. Oxy.* LVII 3912 and the hiring of rivermen (ἀλιαδιτῆς) to carry letters or parcels for the ὀξὺς δρόμος in two of our latest duplicates of the sort: *P. Flor.* I 39 (Oxyrhynchos, AD 396), l. 13: κυρία ἡ ὁμολογία δισσ]σὴ γραφῆσα, and *P. Oxy.* LV 3796 (AD 412). The fragmentary character of the latter text makes it impossible to see how many copies were made, but the comparison with *P. Flor.* I 39 leads us to think that it was also a duplicate. Do we have to consider *P. Oxy.* LI 3622 (AD 356) as a text similar to the two preceding ones? Only the beginning of the text remains; nevertheless, it is probable.

⁷⁵ In general, see J. GASCOU, 'Les grands domaines, la cité et l'État en Égypte byzantine', *Travaux et Mémoires* 9 (1985), pp. 1–90, esp. 36–60 (= IDEM, *Fiscalité et société en Égypte byzantine*, Paris 2008, pp. 159–182), who says at p. 166 [p. 44]: 'il semble que dès le milieu du v^e siècle, un certain nombre de services publics de la cité d'Oxyrhynchos, au lieu d'être confiés, comme c'était l'usage encore au iv^e siècle, à des titulaires individuels (...) ont été imposés à des oikoï'; see also JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), pp. 56–57, for this evolution.

powerful Apion οἶκος,⁷⁶ and by other οἶκοι. In addition, there are good reasons to suspect that the phrase also appeared at the end of two similar Byzantine contracts from the same city. In a συνάλλαγμα from Oxyrhynchus dating from December AD 573 (*P. Oxy.* XVI 1894), an employee of the rent collectors (μισθιος τῶν προνοητῶν) hired himself out to collect wheat and gold from the lands of a church of the city.⁷⁷ Although the end of the document is missing, the title in the verso indicates that the text was a duplicate (an ἴσ(ον) συναλλάγμ(ατος)), which allows us to restore the διισσὸν γραφέν formula at the end of the text. Considering these three documents, it is then very plausible that the διισσὸν γραφέν formula should also be restored, as John Rea himself proposed it, in the lacuna of another tax/rent collector's contract from August AD 610, *P. Oxy.* LVIII 3952.⁷⁸

It is now well known, since the publication of Jean Gascou's article 'Les grands domaines', that the rent collection on private estates was often coupled, in the sixth century, with the liturgical service of tax collection in wheat or gold.⁷⁹ In *P. Oxy.* I 136 (AD 583), the προνοητής was also an ὑποδέκτης, that is a public tax collector: ἐπὶ τῷ με τὴν χώραν τοῦ προνοητοῦ ἦτοι ὑποδέκτου ἀποπληρῶσαι παρ' αὐτῇ ἐμ προστάσίᾳ κτήματος Ματρέου (ll. 14–16). For his part, in *P. Oxy.* LVIII 3958 (AD 614), the ἐνοικιολόγος seems in the agreement to be in sole charge of collecting the private cash rent of the estate,⁸⁰ but the vocabulary used in the document

⁷⁶ *P. Oxy.* I 136 (AD 583) and *P. Oxy.* LVIII 3958 (AD 614). The contracts of hire of προνοηταί published recently, *P. CtYBR* inv. 325 (unknown provenance, 5th or 6th cent.; see n. 34) and *P. Bagnall* 33 (Oxyrhynchus, AD 496), are lacunose at the end, and, for that reason, do not contain the formula. For its part, *P. Gascou* 30 comes from a nome where the scribes do not use it.

⁷⁷ L. 12: χώραν μισθίου τῶν προνοητῶν.

⁷⁸ L. 50: κύριον <τὸ> συνάλλαγμα [διισσὸν γραφέν καὶ ἐπερωτηθέντες ὧ]μολογήσαμεν.

⁷⁹ GASCOU, 'Les grands domaines' (cit. n. 75), pp. 17–19 and 36–52 (= IDEM, *Fiscalité et société* [cit. n. 75], pp. 138–141 and, more broadly, pp. 134–141 and 159–175); see also T. HICKEY, 'An inconvenient truth? *P. Oxy.* 18.2196 verso, the Apion estate, and fiscalité in the Late Antique Oxyrhynchite', *Bulletin of the American Society of Papyrologists* 45 (2008), pp. 87–100; HICKEY & KEENAN, 'A labor contract for a *pronoētēs* (*P. Lond.* inv. 2219)', [in:] R. AST *et alii* (eds.), *Papyrological Texts in Honor of Roger S. Bagnall*, Durham 2013, pp. 141–147 (= *P. Bagnall* 33), esp. 146, who speak of the 'private and fiscal inflows of the *prostasia*'.

⁸⁰ Ll. 15–17: ὁμ[ο]λ[ο]γῶ (...) συντεθεῖσθαί με (...) ἐπὶ ἑνα ἐνιαυτὸν λογιζόμε(νον) ἀπὸ

shares similarities with the *προνοηταί* contracts: he is hired ‘to fulfil the post of the *ἐνοικιολόγος* for (the Excellency)’ (ἐπὶ τῷ ἐμ[ε] τὴν χώραν τοῦ] *ἐνοικιολόγου παρ’ αὐτῇ ἀποπληρῶσαι* (ll. 17–18). The same phrase was used in the liturgical contracts of the fourth century mentioned above and in the employment contracts of the *προνοηταί* and directors of public post. For Andrea Jördens, it served in Late Antiquity to describe public or ‘semi-public’ jobs.⁸¹ So the function of the *ἐνοικιολόγος* may have been nearly identical to the one of the *προνοητής*.

Apart from the collection of taxes, the public post liturgy was also performed by landowners, who often hired several employees to work for them (the stable directors, *σταβλῖται*,⁸² some clerks, and also minor employees who worked directly with the animals). So it is no wonder that the contract *P. Oxy.* I 138, by which a *πακτάριος τοῦ ὀξέως δρόμου* rented out for one year the charge of the public post for which the Apion *oikos* was responsible in Oxyrhynchos, was also a duplicate.⁸³

Yet, not all the contracts related to public functions appear to be duplicates, as shows table 1 below. I did not include receipts in it, since, even related to public duties, they were always written in one copy, as exemplified by *P. Got.* 9, a receipt for part of a salary of four *solidi* minus five carats by Aur. Biktor, *ταβ[ουλάριος τοῦ] ὀξέως δρόμ[ο]υ* in the account of the fiscal duties of two corporations.⁸⁴ But some other contracts involv-

ἀ[ρχῆς τῶν] ἐνοικίων τῆς παρούσης δευτέρας ἡδ(ικτίωνος), and ll. 22–23: λόγῳ πάκ[του - κα. 10 -] τοῦ αὐτοῦ ἐνὸς ἐνιαυτοῦ χρυσοῦ νομίσμ(ατα) ἑκατὸν εἴκοσι π[ε]ν[τ]ε.

⁸¹ For the analysis of this vocabulary, see JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), pp. 167–169, and n. 161. *P. Oxy.* I 140 (AD 550), l. 12, employment contract of a *σταβλίτης* (and ‘perhaps also in the similar *P. Heid.* V 349, l. 7’); *P. Oxy.* XVI 1894 (AD 573), l. 12; *P. Oxy.* I 136 (AD 583), l. 15; *P. Oxy.* XIX 2239 (AD 598), ll. 10–12; *P. Bagnall* 33 (Oxyrhynchos, AD 496), l. 7, and *P. Oxy.* LXXIII 4967 (end of 6th – beginning of 7th cent.), l. 1. The receipt *P. Got.* 9 (Oxyrhynchos, AD 564), ll. 14–15 has the same formula.

⁸² See GASCOU, ‘Un nouveau document sur le *cursus publicus* (P. Würzb. inv. 48)’, *Archiv für Papyrusforschung* 60/1 (2014), pp. 209–216, for the function of those *stablitai*.

⁸³ Ll. 9–10: *πακτάριος τοῦ ὀξέως δρόμου τοῦ ἐνδόξου ὑμῶν οἴκου καὶ τοῦ βαδιστικοῦ στάβλου τοῦ αὐτοῦ ἐνδόξου ὑμῶν οἴκου*.

⁸⁴ For the commentary on the text, see R. RÉMONDON, ‘Papyrologica’, *Chronique d’Égypte* 41 (1966), pp. 173–178.

Table 1. Public or semi-public work contracts in the fifth–seventh centuries that use the phrase ἐπὶ τῷ με τὴν χώραν τοῦ ... ἀποπληρῶσαι παρ' ...

<i>Ref. contract</i>	<i>Number of copies</i>	<i>Type of employment</i>	<i>Employer</i>	<i>Date</i>
<i>P. Bagnall</i> 33	?	προνοητής	son of Mousaios, son of Fl. Strategios (?)	June 496
<i>P. Oxy.</i> I 140	single copy	σταβλίτης	heirs of Fl. Eulogius	550
<i>P. Oxy.</i> XVI 1894	duplicate; cf. verso: ἴσ(ον) συναλλάγμ(ατος)	μίσθιος τῶν προνοητῶν	ἁγία ἐκκλησία of Oxyrhynchos	573
<i>P. Oxy.</i> I 136	duplicate	προνοητής	Fl. Apion III	May 583
<i>P. Oxy.</i> XIX 2239	single copy (?)	ἐπικείμενος	Fl. Iohannes	October 598
<i>P. Oxy.</i> I 138	duplicate	πακτάριος τοῦ ὁξέως δρόμου	Fl. Apion III	610
<i>P. Oxy.</i> LVIII 3952	duplicate (restored)	προνοητής	Fl. Apion III	August 610
<i>P. Oxy.</i> LVIII 3958	duplicate	ἐνοικιολόγος	Fl. Apion III	614
<i>P. Oxy.</i> LXXIII 4967	single copy	public herald (κηρυκτής)	the employer's name is missing; is it a municipal agent, or the preceding herald in search of a substitute?	6th/7th cent.

ing public tasks were also written in a single copy. Thus, the work contract *P. Oxy.* I 140 (AD 550), by which the σταβλίτης Aur. Serenos hired himself out to serve as the stable director of the *comes* Fl. Serenos is only written once, while the stable master had several employees under his direction, and performed a public function.⁸⁵ Despite the liturgical phraseology used to describe the working position of the σταβλίτης,⁸⁶ his charge did not involve the same level of responsibility, as the πακτάριος

⁸⁵ L. 29: κύρ(ιον) τὸ συνάλλαγμ(α) ἀπλ(οὺν) γραφ(έν) is clearly readable.

⁸⁶ Ll. 12–15: ἐπὶ τῷ με χώραν σταβλίτου τοῦ αὐτοῦ ὁξέως δρόμου (...) πάντα τὰ ἀνήκοντα τῇ αὐτῇ χρεΐα τοῦ στα[βλί]του ἀποπληρῶσαι.

τοῦ ὀξέως δρόμου's one did. At the end of the year, he did not have to hand over to the landowner large amounts of money; he simply had to supervise work and pay minor employees. The comparison with other work contracts written in one copy is telling. In the employment contract of a public herald (κηρυκτής) in the late sixth/beginning of the seventh century AD, the man, a certain Petros, did perform a municipal job and his contract, *P. Oxy.* LXXIII 4967, shows some similarities with liturgical contracts,⁸⁷ but his function was not crucial to the state administration and did not involve fiscal duties. Thereby the provisions of his contract looked similar to those of private labour contracts, focusing on the pay and the event of breach of agreement.

The interpretation of another Oxyrhynchite contract of hire from AD 598, *P. Oxy.* XIX 2239, is more puzzling: an overseer (ἐπικείμενος) was recruited to manage the estate of a noble man (στρατηλάτης). The new employee was a man able to read and write, and subscribed the document with his own hand; he had been hired to supervise the agricultural work of the estate.⁸⁸ Besides, the text of the contract bears the same formulae as those found in the *προνοηταί* contracts, notably the phrase ἐ[π]ὶ τῷ με χώραν ἐπικεῖ[μέ(νου)] παρὰ ὑμ[ῶν] ἀποπληρῶσαι (l. 8). Yet, contrary to the *προνοηταί* contracts, this document does not seem to be focused on the collection of the tax/rent but on the precise tasks of an estate overseer:

ll. 8, II-13: ὁμολογῶ (...) ἐ[π]ὶ τῷ με χώραν ἐπικεῖ[μέ(νου)] παρὰ ὑμ[ῶν] ἀποπληρῶσαι ἐν πάσῃ τῇ προστασίᾳ τῆς ὑμῶν ἐνδοξ(ότητος) καὶ πᾶσαν φιλοκαλείαν καὶ καλλιεργίαν ἐν τοῖς ὑμετέροις ἀγροικικοῖς πρᾶγμασιν ἐνδείξασθαι εἷς τε τὰ (...) ὑν' νεόφυτα καὶ εἰς τὰ μεγάλα γεουχικά

I acknowledge that (...) I will fill the post of your overseer in the whole direction of your honour's affairs and employ every care and efficiency in the cultivation of your estate with regards alike to the new plantation and to the large estate plants.' [tr. H. Bell]

⁸⁷ The beginning of the text is missing. It starts in line 1, with τὴν χώραν τοῦ κηρυκτοῦ. Besides, ἀπλ(οὺν) γραφ(έν) is easy to read at the beginning of line 16.

⁸⁸ Ll. 6-7: Ἱερημίας γέ[ρ]ων ἐπικείμενος τῆς ὑμῶν ἐνδοξ(ότητος) υἱὸς τοῦ θαυμασιωτάτου Φοιβάμμων[ος] ἐξῆς ὑπογράφων ἰδίᾳ χειρὶ ἀπὸ τῆς αὐτῆς πόλεως.

Does the fact that only private tasks were accomplished explain that the contract had been written in a single copy, as the editor read it? In reality, the reading of the text is now very difficult. So I would not conclude whether the text was really a private agreement that did not involve any fiscal duty, or a contract similar to the *προνοηταί* contracts, perhaps written as a duplicate.⁸⁹

To sum up, from the clear cases at our disposal, the main reason for the copying of those texts twice was above all, as in the fourth century, the fiscal character of the work to perform and not the social importance of the worker. The landlord responsible for his fiscal share might have kept one copy, whereas the other was left to the second party.

How then can we account for the two last mentions of *δισσὸν γραφέν* that appear in two work contracts of a seemingly private context from the 540s? The first document, *P. Mil.* I 48, a *μισθωτικόν* from February AD 549, is one of our five physical duplicates. The two copies had been folded and tied together in antiquity, which can be explained in two ways: either the employer kept the two documents as a proof of the fulfilment of the two parties' obligations, or, since the two copies of the contract lack notarial completion, they had been drafted, but never authenticated or used.⁹⁰ Nevertheless, as it contains the *δισσὸν γραφέν* (l. 17), and was issued as a duplicate, one can examine it as if the work had been truly accomplished.

This agreement has often been understood as an employment contract in a perfume shop.⁹¹ In reality, the beginning of the text is in a very

⁸⁹ J.-L. FOURNET, 'Un curieux contrat d'engagement d'intendant des archives de Dioscore d'Aphrodité', [in:] *Mélanges Jean Gascou* (cit. n. 48), pp. 151–166 (= *P. Gascou* 30), comparing the Byzantine work contracts of stewards and *προνοηταί*, thinks that the duties of an *ἐπικείμενος* did not differ much from those of a *προνοητής*: 'il n'y a, me semble-t-il, pas lieu de s'arrêter sur la diversité des termes rencontrés dans ces textes, *προνοητής*, *ἐπικείμενος*, voire *διοικητής*, qui peuvent varier selon l'échelle du domaine et donc le niveau de responsabilité et/ou selon les usages locaux, difficilement appréciables' (p. 154).

⁹⁰ See G. GERACI & Orsolina MONTEVECCHI, 'Duplicati nei P. Med.', *Aegyptus* 55 (1975), pp. 263–266, who also examine the small variations between P. Med. inv. 26 and 26 bis.

⁹¹ Jördens's description of the content (*Vertragliche Regelungen* [cit. n. 34], pp. 134–135) is correct, but does not linger for long on the employee's function; MORELLI, *Olio* (cit. n. 50),

poor state and for that reason it is difficult to know with certainty what kind of business was involved in the agreement. It seems to be a contract between an important city-dweller, whose affairs concerned different kinds of trades, and a man who agrees to serve him as his businessman and trusted agent (πραγματευτῆς καὶ πιστικός) for high wages – fifty *solidi* for three years.⁹² His work did not include managing the perfume shop (μυροπωλίων) which the employer owned in Oxyrhynchos. Jean Gascou, who reexamined the text, proposed to read lines 4 to 7 as follows:

ἀν[ή]κοντα τῇ χρίᾳ (l. χρεῖᾳ) τῶν πρα[γμα]τευτῶν καὶ πιστικῶν ἀποπλη-
ρῶσαι δίχα τῆς χρίας (l. χρείας) τοῦ μυροπολίου (l. μυροπωλίου) ἀόκνως
ἀκαταγνώστως ἀλειποτάκτως εἰς τὸ μηδεμίαν μέμψιν ἢ ἀμέλιαν ἢ κατὰ-
γνωσίν τινα περὶ ἐμὲ γενέσθαι

I (acknowledge) that I shall accomplish ... all duty that is attached to the service of the agents and right-hand men except from the perfume shop service diligently, without fraud and without leaving my job, in order to be without blame or negligence or condemnation.⁹³

p. 160, sees the text as concerning ‘lavoro in una profumeria’, as I myself did wrongly in previous articles. But the worker is specifically not concerned with the service in the μυροπωλεῖον (ll. 5–6: δίχα τῆς χρίας (l. χρείας) τοῦ μυροπολίου (l. μυροπωλίου), ‘outside the service in the perfume shop’). See below n. 92 and 93 for further explanation. I thank Jean Gascou warmly for his decisive help in the reading of the text.

⁹² For πιστικός, see the commentary of Sophronius of Jerusalem, *Miracle* 46, 6, in J. GASCOU, *Sophrone de Jérusalem. Miracles des saints Cyr et Jean (BHG I 477–479)*, Paris 2006, p. 166: ‘le πιστικός est à l’époque celui qui accompagne et surveille les marchandises pour le compte de leur propriétaire pendant un transport’, and D. FEISSEL, ‘*Moyzikia* et autres coffres, de l’Égypte byzantine à Isidore de Séville’, [in:] *Mélanges Jean Gascou* (cit. n. 48), pp. 565–577, esp. 569–570, who gives other occurrences where πιστικοῖ are agents and work supervisors.

⁹³ The restoration proposed by Jean Gascou concerns ἀν[ή]κοντα and πρα[γμα]τευτῶν. In her edition of 1942 (*Aegyptus* 22, pp. 63–67), Orsolina Montevocchi had already proposed in a footnote, by comparing the text with *P. Oxy.* I 140 (AD 550), l. 14, the reading [... τῆς] αὐτῆς Ὁξυρυγχε(ιτῶν) ἀνή]κοντα τῇ χρίᾳ. Gascou confirms this reading. Furthermore, he restores πρα[γμα]τευτῶν where Montevocchi read πρα[...] τε τῶν, thanks to a parallel with the contract of loan (?) *P. Grenf.* II 88 (Arsinoiton Polis, AD 602), ll. 10–11, addressed to Ἰωάννη τῷ πραγμα(τευτῇ) πιστικῷ ἀποθήκης ἁγίου Σεργίου ἐμπόρου, as restored by N. GONIS, ‘Some πραγματευταί with false identities’, *Zeitschrift für Papyrologie und Epigraphik* 132 (2000), pp. 187–188, at 188.

Even if it seems to relate to private business, the phraseology of the first lines – and notably the ἀν[ή]κοντα τῇ χρίᾳ ... ἀποπληρῶσαι – shares similarities with that of other public or semi-public contracts quoted above. So we can wonder if the business involved did not concern some kind of public service.⁹⁴

The second duplicate attested with the δισσὸν γραφέν phrase is *P. Oxy.* LI 3641, a strange συνάλλαγμα from February AD 544 between Fl. Apion II and a specialized millstone-cutter from the city who commits himself to staying in the estate for his lifetime performing all the repairs or production of new stones for the presses of the estate (oil presses, presses for bakery, and so on):

ll. 7–10: ὁμολογῶ ... ἐτοίμως ἔχω (l. ἔχειν) ἐργάσασθαι ἀπὸ [...] ἐπὶ τὸν τῆς ζωῆς μ[ο]ν χρόνον εἰς πάντας τοὺς μυλαίους στροβίλους τε κ[α]ὶ καλάθους τοὺς ὄντας ἐν ἐκάσ[τω] τόπῳ τῆς ὑμετέρας οὐσίας ἐν τῇ κριβανείῳ τε καὶ πᾶσιν τοῖς κτήμασιν καὶ ἐν ἐλαι[ο]ργείοις τῆς ὑμετέρας ὑπερφυεῖας

I acknowledge that I am ready to work from ... for the period of my lifetime on all the milling *strobili* and *calathi* that are in every location of your estate, both in the bakery and on all the farmsteads and in the oil factories of your excellency.⁹⁵

The specificity of this contract lies in the fact that it was a mixed agreement between a kind of *locatio operis*, in which the craftsman was paid at a piece rate, and a work contract (the Latin *locatio operarum*) relying on a time basis (ἐπὶ τὸν τῆς ζωῆς μ[ο]ν χρόνον).⁹⁶ Interestingly, the contract

⁹⁴ JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), p. 168, n. 165, who speaks of ‘halböffentliche Stellen’ for this kind of business (for example the location of a milling bakery which probably had to furnish bread for public purposes, *P. Oxy.* XVI 1890 [AD 508], ll. 8–11: τ]ὰ ἄλλα πάντα ... τὰ ἀνήκοντα τῷ αὐτῷ κλιβανίῳ, ἐπὶ τῷ ἡμᾶς ἐξ ἀλληλεγ' γύνης ἔχασθαι τῆς το[ύ]-του μισθώσεως καὶ τὴν ἐργασ[ί]αν τοῦ [τ]ε κλιβανέος (sic) καὶ μυλονάρχου (sic) ἐν αὐτοῖς ἀποπληρῶσαι). See also, e.g., *P. Oxy.* I 140 (AD 550), ll. 14–15: πάντα τὰ ἀνήκοντα τῇ αὐτῇ χρίᾳ τοῦ στα[βλί]του ἀποπληρῶσαι.

⁹⁵ The reading of κύριο[ν τὸ συνάλλαγμα δισσὸν γραφέν at l. 22 is certain. JÖRDENS, *Vertragliche Regelungen* (cit. n. 34), p. 134, includes this document in list IIA of work contracts.

⁹⁶ It should be noted that R. FIORI, *La definizione della locatio-conductio: giurisprudenza romana e tradizione romanistica*, Naples 1999, esp. pp. 28–45, 118–125, 155–181, demonstrated

mentioned equal penalty provisions for both parties: in the event of a breach of contract, the party responsible for the breach had to pay twenty-four *solidi* (which was a large amount of cash for a craftsman, but also for the landlord). Had this agreement something to do with public services? Even if we assume that those millstones were going to prepare some of the flour and the oil needed by state agents, soldiers or functionaries, nothing in the Greek text is akin to the liturgical phraseology read in other public contracts. The contract seems then merely private in character.

Moreover, in the two contracts just mentioned above, the clauses tried to tie those specialists to the workshop or the estate with a mixing of warnings and attractive offers. Some provisions of the two contracts look similar to *παραμονή* clauses, as the contracts stipulated the obligation to stay at work. Their provisions remained nevertheless favourable to the employees. As no money was given in advance, were it not for the harsh penalties, the two workers would have been free to leave rather easily before the time passed. The hiring of the *μυλοκόπος*, a skilled urban craftsman, for his entire life on the Apion estate has perhaps more to do with the particular historical context, only one year and a half after the beginning of the great Justinianic plague, that might explain the extreme need for skilled manpower and the necessity to bind it with employment security and rather high wages.⁹⁷

If my view is correct, then in reality we have fourteen duplicates, two designated by the word *ἴσον*, and twelve revealed by the *δισσὸν γραφέν*

the non-classical division of *locationes* contracts in three distinct categories (*locatio rei*, *operis*, and *operarum*). See now also P. J. DU PLESSIS, *Letting and Hiring in Roman Legal Thought: 27 BCE – 284 CE*, Leiden 2012. Modern though they might be, those categories continue to be of some use in classifying the diverse relationships between employer and employee. Moreover, as MORELLI, '*Timè e misthos*' (cit. n. 34), pp. 7–29, has shown, in Byzantine Greek papyri, the remuneration of labour was distinctly denoted, depending on what type of contract fixed the activity of the artisan: the *τιμή* remunerated the piece made, whereas the *μισθός* remunerated the time passed to do work.

⁹⁷ P. SARRIS, *Economy and Society in the Age of Justinian*, Cambridge – New York 2006, p. 58, notes that 'skilled artisans were in a comparatively strong bargaining position', but thinks also at n. 39 that the plague might account for this particular agreement; for the Justinianic plague, see now W. SCHEIDEL, *The Great Leveler: Violence and the History of Inequality from the Stone Age to the Twenty-First Century*, Princeton – Oxford 2017, pp. 319–326, with previous bibliography.

formula, of which only two are to be restored with a good probability. For all the reasons outlined above, I reject the restoration of *δισσὸν γραφέν* in *P. Köln* II 102, the Oxyrhynchite contract of *προχρεία* from 30 March AD 418 between a woman, *Αὐρηλία Ἀσεν[νέθ]*, from a rural *ἐποικίον* of the nome, who offered to a city-dweller of Oxyrhynchos her services to pay off a loan of two *solidi*. *Ἀπλοῦν γραφέν* fits much better in the lacuna.⁹⁸ Thus we have twenty-three single copies of work contracts plus the Hermapolite contract of hiring a flutist for a party (*CPR* XVIIA 19 [AD 321]).

4. CONCLUSION

In the first two centuries, labour contracts were issued by either state notaries or private professional scribes. State notaries recorded *παραμοναί* in which labour repaid antichretic loans and work contracts registering important wage advances, such as wet nurse contracts. Those contracts were registered in public records and issued in at least two copies; the employer got one, and the public records the other. It was a kind of security for both parties. As for labour contracts issued by private scribes, few of them are private copies (*ἀντίγραφα*), in which case all we know is that there were at least two copies; others, issued in several identical copies, bear mention of their numbers with the *δισσὸν γραφέν* phrase or equivalent, those duplicates overwhelmingly concerning liturgical work and fiscal duties. However, for the majority of the contracts, we do not know for sure how many copies of the documents were made.

With the disappearance of state notariates in the late second and third centuries, the privatization of the issuing of contracts grew concurrently. In the third century, Oxyrhynchite scribes recorded, systematically it seems, the *δισσὸν γραφέν* for contracts of substitution for a liturgy. Finally, at the beginning of the fourth century, in the Oxyrhynchites only, the formula *ἄπλοῦν/δισσὸν γραφέν* was applied systematically to all work contracts. Duplicates continued to be issued only for administrative purposes

⁹⁸ Titled as a *γραμματεῖον*, the contract is thus very similar to other *προχρεία* contracts. The formula to restore is at line 13.

in the case of liturgical work. For employment agreements in private contexts, the use of duplicates did not prevail, and single copies were systematically issued in regular work agreements, in contracts concerning advances on wages, and mostly in acknowledgment of debts and *προχρεία*. It seems most likely that only the employer got the written proof of the cash advance and of the agreement. The suffering of debtors unable to pay off a debt and oppressed by the written contracts they were forced to conclude was a common picture of Christian preachers in Late Antiquity, who emphasized how crucial it was to obtain a copy of a financial agreement.⁹⁹ Copies of labour and debt contracts were thus one element that could be used to weigh in the balance of power at that time.

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⁹⁹ See Basil. Caes. PG 29, 268A: τοιούτοις λόγοις ὑποσαίνων καὶ δελεάζων τὸν ἄθλιον, γραμματεῖσι αὐτὸν προσκατὰδήσας, ‘Coaxing and baiting the poor man with such words, after having tied him with his written acknowledgments of debt’, and Amb., *Tōb.*, 3, 10: *itaque prius eum chirographis ligat et adstringit uocis suae nexibus.*