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**FLAX AND TOW IN BERLIN AND VIENNA:
THREE ‘SALES ON DELIVERY’ FROM ARSINOE
FROM THE FIFTH AND SIXTH CENTURIES***

THE FOLLOWING ARTICLE discusses all the Arsinoite sales on delivery of flax (λινοκαλάμη) and tow/yarn (στίππιον) in late antiquity which so far are a rather rare occurrence.¹ These are: (1) *SB* XX 14535 + *BGU* III 726, (2) *BGU* III 873, and (3) *P. Vindob.* G 25511, (re-)edited below, as well as *CPR* XIV 5 included here as a parallel (cf. n. 20), all from the later fifth to early sixth centuries.

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¹ No earlier sales on delivery have ever been identified in the Arsinoite nome. An acknowledgment of debt in tow is recorded in *P. Bodl.* I 39 (6th–7th cent.), and a loan of money and tow is *SB* VI 9283 + *P. Gen.* IV 194 (556). Another Arsinoite document, *CPR* VII 60, l. 5 (6th–7th cent.), mentions a *grammation* about tow. A search for parallels reveals a few more credit transactions revolving around flax elsewhere. From the Cynopolites we know a loan with a partial repayment in tow, *P. Köln* III 151 (423). There are earlier sales on delivery of tow in Oxyrhynchus: *P. Med.* I 52 (285), *P. Hamb.* I 21 (315), *P. Laur.* IV 176

The so-called ‘sale on delivery’ is a textual genre the intrinsic nature of which is still debated.² It combines elements of a sale and a loan, but seems to have more in common with the latter category. The technical term these contracts employ as self-designation is the same for both the sale on delivery and the loan (γραμματίον/γραμματεῖον). In the endorsements of both genres the siglum  for χειρόγραφον (‘handwritten document’) is used³ to denote the content and should be taken to mean *grammation*:⁴ the siglum

(316). Flax is paid in instalments in the fragmentary BGU XII 2161 (Hermopolis, 5th cent.) and in the Coptic deed P. KRU 59 (Thebes, 733–748). There are also Oxyrhynchite loan agreements in which only the interest is paid in either flax (P. Laur. III 75 [574] and P. Oxy. LXXII 4918 [494–496]) or tow (P. Oxy. VIII 1130 [484]); the same in the Heracleopolite P. Rainer. Cent. 86 (381).

² See, e.g., A. Jördens in P. Heid. V, pp. 296–339; on wine É. JAKAB, ‘Guarantee and jars in sales of wine on delivery’, *Journal of Juristic Papyrology* 29 (1999), pp. 33–44, esp. n. 1 with extensive bibliography; EADEM, ‘Kauf oder Darlehen? Lieferungskäufe über Wein aus dem römischen Ägypten’, [in:] *PapCongr.* XXV, pp. 335–344; F. Mitthof in P. Eirene II 28 and 29 (‘Zwei Lieferungskäufe über Fässer aus dem Arsinoites’), introduction; S. GALLIMORE, ‘A contract for the advanced sale of wine’, *Bulletin of the American Society of Papyrologists* 49 (2012), pp. 151–165; P. Berl. Monte 14, introduction.

³ At least in the abundant Arsinoite documentation and, as it seems, in the Heracleopolites and Hermopolites as well; χρ(έος) in the endorsement of P. Grenf. II 86 (Hermopolis, 596) is the same siglum and should be resolved as such. In Oxyrhynchus, however, where there is enough evidence to compare, this is limited to a handful of earlier instances which seem to read χρ(όγραφον) (P. Oxy. LXI 4124 [318]; Ph. KATZ, ‘A loan of money with interest’, *Bulletin of the American Society of Papyrologists* 51 [2014], pp. 47–57, at 49 [345]; SB XX 15137 [416]; P. Köln II 102 [418]), while we find exclusively γραμματίον/γραμματεῖον in various degrees of abbreviation γρ(), γρα(), γραμμ(), etc. in later texts.

⁴ The χειρόγραφον was originally a private document in the letter format, meaning the contractual parties formally greet each other in the beginning of the document which is written as a first-person account and is concluded by the date, see H.-J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemäer und des Prinzipats* II: *Organisation und Kontrolle des privaten Rechtsverkehrs* [= *Handbuch der Altertumswissenschaft* 10/5.2], Munich 1978, pp. 106–114. While initially the *cheirographon* was used for documenting all kind of legal activity, one can observe a change of meaning over time: what used to mean the document type becomes a *terminus technicus* for its content (as seen when used as self-designation in the *kyria*-clause towards the end of the documents: τὸδε τὸ χειρόγραφον κύριον). The *cheirographon* now is a credit transaction. With the introduction of the *tabellionic* (notarial) document in the fourth century the term disappears almost altogether; the only substrate

seems to have detached from its original meaning and adopted a life of its own.⁵

The background of such transactions will have differed from case to case, but one can assume that the money served the borrower's livelihood in one way or another until the harvest⁶ was brought in (or the storage-jars were produced),⁷ while the motive of the lender will most likely have been interest in the product. This genre is particularly widespread in the Arsinoite nome; the most common product is wine. There are generally two kinds of 'sales on delivery', which also use different formulae and terminology (examples only from the fifth century onwards):

1) The **loan of money to be repaid in kind** (with or without interest, in kind), which is characterised by the explicit statement of the need of the debtor, as is customary in loan agreements: *εἰς ἰδίαν μου/ἡμῶν χρεῖαν*; then it is specified that the money is with the debtor as principal for a certain investment: *solidus/-i κεφαλαίου ὃν/ὄντα παρ' ἐμοί/ἡμῶν*, followed by *εἰς τιμὴν* (if the text is preserved that far): *P Köln XIV 586* (477); *SB XX 14535* (481), see below; *SB VI 9280* (5th–6th cent.); *CPR X 23* (520/1?); 25 (526/7?); *XIV 7* (6th cent.); *SB XX 14534* (6th cent.); *SB I 4496* (593); *SB I 4884* (6th–7th cent.); *SPP III² 123* (6th–7th cent.); 151 (6th–7th

being the siglum in the endorsement. For a case study on Oxyrhynchus, see U. YIFTACH-FIRANKO, 'The *cheirographon* and the privatization of scribal activity in Early Roman Oxyrhynchus', [in:] E. HARRIS & G. THUER (eds.), *Symposion 2007. Akten der Gesellschaft für griechische und hellenistische Rechtsgeschichte XX*, Vienna 2008, pp. 325–340.

⁵ This practice can not only be observed in the endorsements of *grammation*-contracts, but is also supported by a sixth-century list edited by K. A. WÖRZ, 'Greek von Scherling papyri in Leiden', *Bulletin of the American Society of Papyrologists* 50 (2013), pp. 15–38, at 37, no. 14, with the heading '† γνώσ(ις) γραμμάτων' – which should be resolved as *γραμματο(ίων)* – in which every entry starts with the *cheirographon*-siglum † followed by a personal name; see online at <<https://quod.lib.umich.edu/b/basp/0599796.0050.001/00000037>> (accessed 24 October 2023).

⁶ The papyri attest mainly wine (οἶνος), wheat (σῖτος), barley (κριθή), vegetable seeds (λαχανόσπερμον), grass (χλωρός), hay (χόρτος) as the object of delivery; legumes (ῥαπρεον, ἄρακος), dates (φοίνικες), or flax (λινοκαλάμη) and tow (στίππιον) appear less often.

⁷ A special sub-category is the sale on delivery of artisanal products, especially storage jars for wine; see in particular *P. Eirene* II 28 and 29 (cit. n. 2).

cent.); III 357 (6th–7th cent.);⁸ *BGU* III 839 (c. 600);⁹ *SB* I 4497 (616); *P. Lond.* I 113, 6c (620?); *SB* I 4703? (7th cent.). Until *κεφαλαίου* the wording corresponds to a loan agreement. This type is mostly limited to the Arsinoite nome (cf. n. 11).

Most of these texts also refer to the price, *φαινομένη τιμή*,¹⁰ the market price at the point of delivery or, less common, as future participle *φανησομένη τιμή*, which is, apart from *BGU* III 726 (see below), attested only once in the Arsinoite nome in *BGU* XIII 2332 (374), ll. 12–13.¹¹

⁸ *CPR* XIV 7, *SB* XX 14534, and *SPP* III² 151 do not preserve the provisions concerning the price; *CPR* X 23 is missing the beginning; *P. Köln* XIV 586 omits referring to the *chreia*. *CPR* X 25 lacks the phrase *ὄντα παρ' ἐμοῖ τῆς τιμῆν* + produce; *SB* I 4884 and *SPP* II 357, small format texts, are very fragmentary and records no *chreia*, neither does our earliest example *BGU* XIII 2332 (374). Also, *SB* XX 14535 omits *εἰς ἰδίαν μου χρεῖαν* (see below, l. 7 n.).

⁹ *BGU* III 839 is a narrow slip of papyrus. It is written in the same hand as *BGU* II 399. This hand is already familiar from documents of the notary Menas, who is attested around the time of *BGU* II 399's date in 599, with a few examples which are dated or approximately datable by indiction (*P. Harrauer* 59 [604]; *SB* I 4493 + 4787 (604?); *SPP* III² 37; 124 (609?); *SB* VI 9589; *P. Berol.* 5069+5071 [606]; *P. Vindob.* G 25654. *BGU* II 399 preserves the upper part of a *grammatia*, which breaks off in the greeting formula but can be identified as such by the surviving siglum; *BGU* III 839 finishes the greeting formula and reveals a loan of one solidus with repayment in hay. It is tempting to think of a common origin of the two fragments. There is, however, apart from the textual difficulties on the verso where the two fragments do not join (which could be alleviated by adding a guarantor to the formula), the problem of width: there is a 3 mm difference between the upper and lower fragments (6.2 and 6.5 cm), but in themselves, their width does not vary. The top parts of the two documents are as wide as their bottom parts, suggesting that the papyrus was not widening towards the bottom. Unless a missing middle part can somehow explain these incongruencies, we have to assume that these are two different *grammatia* written by the same scribe. Photos are available online at <<https://berlpap.smb.museum/01072/>> (accessed 24 October 2023) for *BGU* II 399 and <<https://berlpap.smb.museum/02542/>> (accessed 24 October 2023) for *BGU* III 839. Marius Gerhardt kindly compared the two papyri.

¹⁰ *BGU* III 839, ll. 11–12; *P. Köln* XIV 586, ll. 13–14; *P. Lond.* I 113, 6c, l. 26; *SB* I 4496, ll. 19–20; 4497, ll. 19–20; VI 9280, ll. 12–13; *SPP* III² 123, ll. 3–4; *SPP* III 357, l. 5; *CPR* X 25, l. 14, has *καθὼς πωλεῖται*.

¹¹ There are, however, a few examples in Oxyrhynchus: *SB* XIV 11617 (580), ll. 14–15; *P. Col.* VIII 245 (6th cent.), l. 12; *PSI* III 239 (601), l. 24. The earlier *P. Neph.* 34 (4th cent.), l. 6, is of unknown provenance. In the Cynopolite *P. Köln* III 151 (423), l. 13, *πολιτευομένη* is used instead. This concludes, as far as I can see, the number of non-Arsinoite loans with repayment in kind. A special case is *P. Yale* IV 186, l. 7, a wooden tablet from the Arab period, in

The origins of this document type lie in the fourth century. A loan of money with repayment in kind allows to charge a higher interest rate, which would be illegal if clearly stated in terms of money (interest in kind goes traditionally up to 50%, see *CTh* 2.33.1; modified in 535 by Justinian in *Nov.* 32 and 34 for poor farmers to 12.5%, vs. c. 4% in money). Paying back the borrowed sum plus interest in kind at the current market rate, however, protected the creditor against inflation while providing the debtor with what he needed – money. At the same time the prospective crop also provided an additional layer of security.¹²

If recent enough to have a title and commentary, most of the aforementioned documents are considered to be sales on delivery/with advance payment by their editors (*CPR* X 23; *P. Köln* XIV 586; *SB* XX 14534; 14535; *SPP* III² 123; 151); only a few are called loans (*CPR* XIV 7; *SB* VI 9280).

2) In contrast stand the ‘real’ **sales on delivery**: there is no indication of the *chreia* or the principal, the money is received as unspecified price (τιμὴν), not for the price (εἰς τιμὴν); in contrast, in this group of texts the amount of the delivery is indicated. ὁμολογῶ ἐσχηκέναι με παρὰ σοῦ διὰ χειρὸς καὶ πεπληρῶσθαι τὴν τιμὴν: *P. Prag.* I 44 (466?); II 164 (493); *CPR* XIV 4 (5th cent.); *BGU* III 873 (5th–6th cent.); *CPR* X 120 (523); *CPR* XIV 5 (531/2); *P. Eirene* II 28 (577); *P. Ross. Georg.* III 39 + *SB* I 4489 (584); *P. Eirene* II 29 (591–593); *SPP* III² 144+381 (6th cent.); *P. Gen.* I 15 (6th–7th cent.);¹³ *P. Lond.* II 390 (6th–7th cent.); *SPP* III² 141 (6th–7th cent.); 196 (6th–7th cent.), 205+363 (6th–7th cent.); *BGU* III 837 (609); *P. Heid.* V 361 (613); *BGU* II 370 (638).

which the price is already specified at the time of the loan with 60 pounds per solidus (more likely than litres, as translated by the editor); see below, n. 16; the same price as in *CPR* VII 60, l. 7. The solidus is measured at 22½ carats, which places the tablet in the early Arab period (cf. N. GONIS, ‘Korr. Tyche 802’, *Tyche* 30 [2015], p. 229, read ‘pre-conquest’); the two contractual parties come from the Oxyrhynchite and Heracleopolite nomes respectively.

¹² R. S. BAGNALL, ‘Price in “sales on delivery”’, *Greek, Roman, and Byzantine Studies* 18/1 (1977), pp. 85–96, at 95: ‘The contract of loan in money with repayment in kind, then, is most correctly to be seen as one of the manifestations of the ingenuity of the population of Roman Egypt in avoiding laws which were wholly contrary to actual conditions’.

¹³ In line 4, I would read ὑπὲρ τιμῆς ἀντῶν instead of ὑπὲρ τιμῆς καρπῶν, but the photo is of poor quality: <<https://archives.bge-geneve.ch/ark:/17786/vta8dec3d8dec8bo8oe>> (accessed 24 October 2023).

The craftspeople concerned with further processing the raw material go by the name of *στιππουργοί*. Hackled flax can either be made into ropes or spun into yarn for subsequent use in the textile production; *stippourgōs* is consequently mostly translated as ‘worker in tow’ (LSJ), ‘Wergarbeiter’ (WB), and the like.¹⁷ They are well attested in late-antique papyri, usually in the context with other textile workers: SB XVI 12717 (Heracleopolis, mid-7th cent.), for instance, is a surety in which a *stippourgōs* guarantees to the headman of the dyers that another dyer will do his work. In *P. Vind. Tand.* 19, l. 4, a fifth-century list of military expenditures, the headmen of the *stippourgōi* and *tarsikarioi*, weavers of fine linen, are listed together. From *P. Bodl.* I 41 (Hermopolis, 604), ll. 13–14, we glean that this craft was performed in an *ἐργαστήριον*, a workshop, and was headed by the master of the craft, *αὐθέντης στιππουργός*.¹⁸ The signature of a witness in *SPP* XX 139, l. 23, attests one *stippourgōs* who was even able to write, not a wide spread skill among craftsmen.

We encounter *stippourgōi* also in two of the four aforementioned sales on delivery¹⁹ (2, fr. I, l. 4; 2b, fr. II, l. 2; CPR XIV 5, l. 10) as addressees of the

me read part of their conclusions ahead of publication. On the nature of *stippion*, see also F. MORELLI, *I prezzi dei materiali e prodotti artigianali nei documenti tardoantichi e del primo periodo arabo* (IV ex. – VIII d.C.) [= *Mittheilungen aus der Sammlung der Papyrus Erzherzog Rainer* NS 33], Vienna 2019, s.v. ‘lino’, pp. 15–18 (raw material), and ‘stoppa’, p. 62 (tow). On flax cultivation and linen production, see E. WIPSZYCKA, *L’industrie textile dans l’Égypte romaine*, Warsaw 1965, pp. 17–26; CPR XIV 5, l. 10 n.; and K. DROß-KRÜPE, *Wolle – Weber – Wirtschaft. Die Textilproduktion der römischen Kaiserzeit im Spiegel der papyrologischen Überlieferung* [= *Philippika* 46], Wiesbaden 2011, pp. 20–22.

¹⁷ There is a surprising lack of professional spinners in the papyri, which is why it has always been assumed that women do the spinning at home; see DROß-KRÜPE, *Wolle – Weber – Wirtschaft* (cit. n. 16), p. 48, and S. GALLNÖ, ‘(In)visible spinners in the documentary papyri from Roman Egypt’, [in:] M. GLEBA & J. PÁSZTÓKAI-SZEŐKE (eds.), *Making Textiles in Pre-Roman and Roman Times: People, Places, Identities* [= *Ancient Textiles Series* 13], Oxford 2013, pp. 161–170.

¹⁸ The *αὐθέντης* Kyros (ll. 7–8), who is also a priest, appears in three more Hermopolite documents: *P. Grenf.* II 86 (596), ll. 7–8, and 87 (602), ll. 10–11, and BL Pap. 1094 (early 7th cent.), l. 34, edited in J. GASCOU & N. GONIS, ‘Three documents from the *demosion logisterion* of Hermopolis’, *Archiv für Papyrusforschung und verwandte Gebiete* 69/1 (2023), pp. 137–148, at 143.

¹⁹ The recipient’s profession is not preserved in SB XX 14535 (but ending in -τη), and the person’s identity is lost in *P. Vindob.* G 25511.

grammation, that is the persons who will receive the *λινοκαλάμη* after having paid for it. *Stippourgoi* will need flax – *linokalame* – to produce *stippion* for their work. He or she might regularly advance the money as a loan, receiving their merchandise with interest, a mutually beneficial arrangement.

In what follows I will now discuss all the aforementioned papyri.²⁰ I will first present a new edition of the Vienna and Berlin fragments *SB XX 14535* + *BGU III 726* (1), then correct a few aspects of *BGU III 873* (2), and finally offer an edition of another Vienna sale on delivery of tow, P. Vindob. G 25511 (3).

1. *SB XX 14535* + *BGU III 726*²¹

SB XX 14535 and *BGU III 726* belong to the collections in Vienna and Berlin respectively.²² They join together to build the upper and middle fragment of a late fifth-century loan of money with repayment in kind as explained above under 1); the bottom fragment with the signatures of issuing party and notary is still missing. *SB XX 14535* was originally published by Birgitta Eder as ‘Lieferungskauf von Flachs’.²³ *BGU III 726* was edited by Friedrich Krebs in 1903.

²⁰ I have only one suggestion about *CPR XIV 5* (already corrected in *BL IX 76*, *X 53*, and *XII 61*): the father’s name of the guarantor Pousis in line 7 is most likely *Ἰσ[α]κ*. The *editio princeps* has *K...[...]*. A man by this name is attested in *CPR X 120* (523), ll. 20–21. At the beginning of l. 21, where the *ed. pr.* has *...ε*, one could read *[π]ρεσβ(ύτερος)*.

²¹ The photos are accessible online at <<http://data.onb.ac.at/rec/RZ00005909>> (accessed 24 October 2023) for *SB XX 14535* and <<https://berlpap.smb.museum/02261/>> (accessed 24 October 2023) for *BGU III 726*.

²² This is the third example of joins between the late-antique holdings (Alter Bestand of the first Fayum find) of those two collections that I am aware of: there are *BGU I 314* + P. Vindob. G 25653, which I am currently preparing for publication and *BGU XXI 2893* (ed. B. Palme). In both cases the upper fragments are in Berlin and the bottom fragments in Vienna.

²³ In M. CAPASSO, G. MESSERI SAVORELLI, & R. PINTAUDI (eds.), *Miscellanea papyrologica in occasione del bicentenario dell'edizione della Charta Borgiana* [= *Papyrologica Fiorentina* 19], Florence 1990, vol. I, p. 156. See the comments and corrections in N. GONIS, ‘Three consular dates’, *Zeitschrift für Papyrologie und Epigraphik* 132 (2000), pp. 184–186 (= *BL XII 227*).

Both fragments are a part of the first Fayum find; the Berlin fragment was purchased by Georg Schweinfurth in Madinat al-Fayum in 1886. No acquisition information is recorded for Vienna fragment.

The two pieces join and overlap in line 12. The *kappa* in *καιροῦ* in the first line of the fragment from Berlin finds its counterpart ascender in line 12 of the Viennese text. There are traces of writing at the beginning of that same first line of *BGU* III 726 which at least do not contradict the supplement, the description of the flax. There are only traces of an endorsement on the verso of *SB* XX 14535, which is broken off at the left margin; lost with it is the penultimate folding on which we would expect to find the docket. The remainder of it is still visible on *BGU* III 726, which was broken into four pieces but has now been restored. The complete width consists of four folds of *c.* 2.5 cm each.

Differences in the dotted letters as compared to the first editions will not be recorded separately.

P. Vindob. G 28694
+ P. Berol. 7788

12.8 × 8 cm
10 × 10.5 cm

Arsinoe
19 October 481

- [† ὑπατεία]ς Φλαουίου Βασιλείου τοῦ λαμπρο(τάτου)
[vac.] Φαῶφι κβ τῆς εἰς ἰνδ(ικτίωνος), ἐν Ἀρσ(ινοῖτων πόλει)
[Ἀϋρή]λιος Παῶμιος υἱὸς Ἰωάννου
4 [ἀπὸ κώ]μης Φιλοξένου τοῦ Ἀρσινοεῖτου
[νομοῦ Ἀϋ]ρηλίου Ὀλυμπίου υἱῶ Γερωντίου
[±6]. τη τῆς Ἀρσινοεῖτων πόλεως
[χ(αίρειν). ὁμολο]γῶ καὶ νῦν ἐσχηκέναι με
8 [παρὰ σοῦ] διὰ χειρὸς χρυσίου νομισ-
[μάτιον ἐν] παρὰ κεράτια τέρσαρα
[νο(μισμάτιον) α π(αρά)] κερ(άτια) δ κεφαλαίου ὄντα
[παρ' ἐμοὶ] ἐ[ι]ς τιμὴν νελοκαλάμης
12 [ε]ϋ[α]ρ[ε]στου τ[η]ς [ε]πὶ τοῦ καιρ[ο]ῦ
φανησομένης τιμῆς καὶ
λόγω τόκου αὐτοῦ σίτω μέτρῳ
δικαίῳ ἀρταβῶ[ν] τριῶν, σί(του) (ἀρτάβων) γ.
16 τὴν δὲ τοῦ παντός ἀπόδωσίν

σοι ποιήσομαι ἐν τῇ κώμῃ
 μηνὶ Παῦνι ἀπὸ καρπῶν
 [τ]ῇ[ς εἰ]σιούσης ἔκτης
 20 ἰνδικ(τίωνος) ἀνυπερθέτως ἐξ ὑπαρ-
 χόντων μου πάντων καὶ
 ἐπερωτιθεὶς ὡμολόγησα.
 Αὐρήλιος Παώμ[ι]ος υἱὸς Ἰωά[ν]νου

verso

24 χῆ(ρόγραφον) [Παωμίου υἱοῦ Ἰωάννου] χρυ(σίου) νο(μισματίου) α
 π(αρά) κερ(άτια) δ εἰς [Αὐρ(ήλιον)] Ὀλύμπιον [profession †]

1. φλαοῖου, λαμπρ^ο || 2. ινδχ, αρς pap. || 3. υἱος ἰωαν'νου pap. || 4. 1. Ἀρσινοῖτου ||
 5. υἱῶ pap. || 6. 1. Ἀρσινοῖτῶν || 9. 1. τέσσαρα || 10. Δρ pap., 1. ὄν || 14. 1. σίτου ||
 15. σϣ pap. || 16. 1. ἀπόδοσιν || 21. ινδυς pap. || 22. 1. ἐπερωτηθεὶς || 23. υἱος
 ἰωαννου pap. || 24. Ⲭ, ⲛ, κερ pap.

In the consulate of Flavius Basilius, vir clarissimus, 25 Phaophi, fifth indication in Arsinoiton Polis.

Aurelius Paomios son of Ioannes, [from] the village Philoxenou of the Arsinoite [nome] to Aurelius Olympios son of Gerontios, [profession?], from Arsinoiton Polis, greetings. I acknowledge that now too I have received [from you] from hand to hand [one] gold solidus minus four carats, 1 gold solidus -4 carats as principal, being [with me] for the price of flax of the best quality, the price that will be current at the time and on the account of interest for it three artabas wheat by just measure, 3 artabas wheat. I will deliver everything for you in the village, in the month of Pauni from the harvest of the upcoming sixth indiction, without delay from all my belongings, and in reply to the formal question I assented. Aurelius Paomios son of Ioannes [---]

Chirograph [between Paomios son of Ioannes] of 1 gold solidus minus 4 carats and [Aurelius] Olympios [profession?].

A loan of money is to be returned in flax with interest in wheat. The month of Pauni towards the end of the harvest time is a typical time of

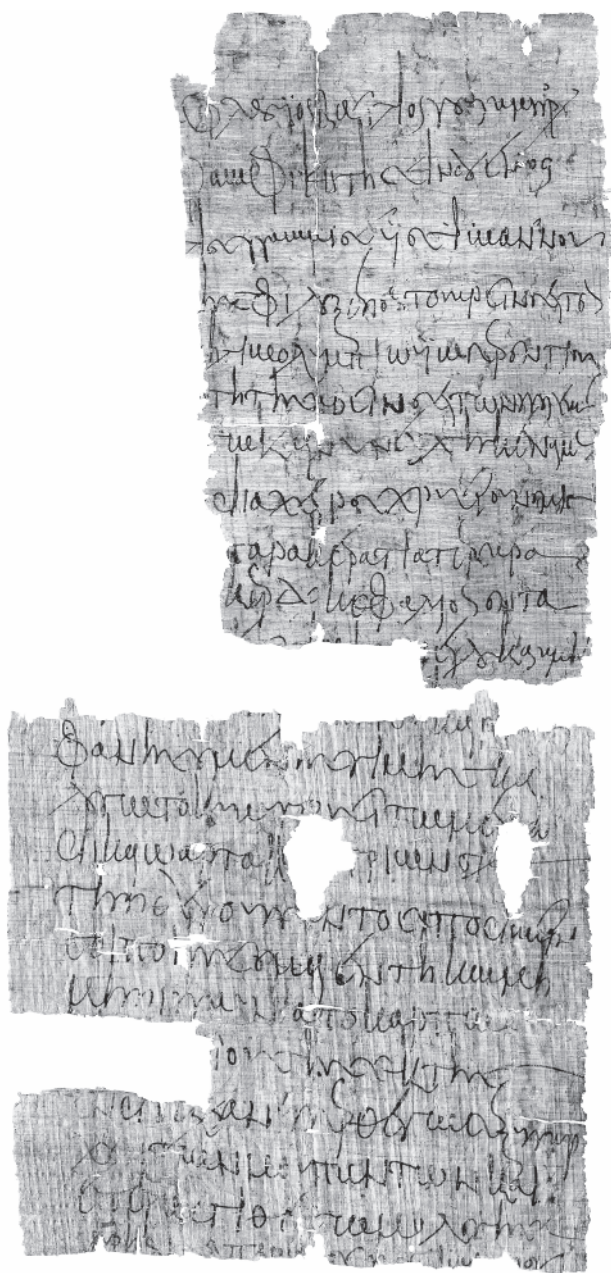


Fig. 1a. Recto of SB XX 14535 + BGU III 726

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& Staatliche Museen zu Berlin – Ägyptisches Museum und Papyrussammlung)

delivery in sales with advance payment of agricultural produce and also the end of the fiscal year.²⁴ It is also typical for flax as confirmed by 2, fr. III, l. 4.²⁵ The duration of the contract that was issued on 19 October is thus seven full months. The price is the one current at the time of delivery (cf. note to ll. 12–13). Parallels can be found in the general introduction under 1), especially *SB* I 4496 and 4497 (both hay).

1. The date of the upper fragment was discussed by Gonis, ‘Three consular dates’ (cit. n. 23), pp. 184–186, where he examines all consular dating between 481–483. He comes to the conclusion that 481 is a likelier date than 541, chosen by the original editor. Also F. Reiter, ‘Datierungen nach dem Postkonsulat des Basilius in Papyrusedokumenten’, *Zeitschrift für Papyrologie und Epigraphik* 145 (2003), p. 236 n. 28, excludes our text from the attestations of the later Basilius.

Consular dating in lieu of postconsular dating does not surprise at the end of the fifth century. Indeed, also palaeography and deduction rate support the conclusion that the earlier date is to be preferred. The consulate of Basilius is attested in the Hermopolite lease *BGU* XII 2155 in the same wording as here and dating only one day earlier. It was already used in *CLRE*, p. 7, as example to show that ‘by the fifth century the delay in disseminating the names of new consuls – sometimes not until they were already out of office! – must have made it a constant source of error and confusion’ and is also discussed at length in *CSBE*², p. 89. Also in *P. Lond.* III 991 (Hermonthites), and in *CPR* X 118 (Hermopolis) for the year after. *CPR* X 117 (Heracleopolis?), another possible parallel, could refer to either Basilius; the papyrus is listed as Nr. 143 in Reiter, ‘Datierungen’ (cit. above), p. 244.

2. ἐν Ἀρσι(νοῦτων πόλει). The *editio princeps* has ἐν Ἀρσι(νόη); if the stroke is an *iota* or an abbreviation stroke, is debatable. There is at least one example of ἐν Ἀρσινόης in *BGU* I 315 from 627 (corrected to Ἀρσινόη by N. Kruit in *BL* XI 16, while N. Gonis in *BL* XIII 19 supplements πόλει), but there is also one earlier example for ἐν Ἀρσινοείτων πόλι in *P. Flor.* I 66 (398), l. 2. It is usually the provenance of a person or a municipal office which is phrased with (ἀπὸ) τῆς Ἀρσινοῦτων πόλεως, and one could argue that it should be the name of the city itself which is indicated as place of issue, not the reference to its inhabitants, but the correct resolution remains unclear. See. N. Kruit & K. A. Worp, ‘Zur Auflösung der Kürzung ἐν Ἀρ() in den Papyri’, *Tyche* 18 (2003), pp. 55–57.

²⁴ Cf. A. Jördens in *P. Heid.* V, pp. 316–317.

²⁵ See also Oxyrhynchite examples, the sale on delivery *P. Hamb.* I 21 (315), l. 6, and the loan with interest in flax *P. Laur.* III 75 (574), l. 23, where delivery is earlier in Pharmouthi, but which also comes from a bit further south.

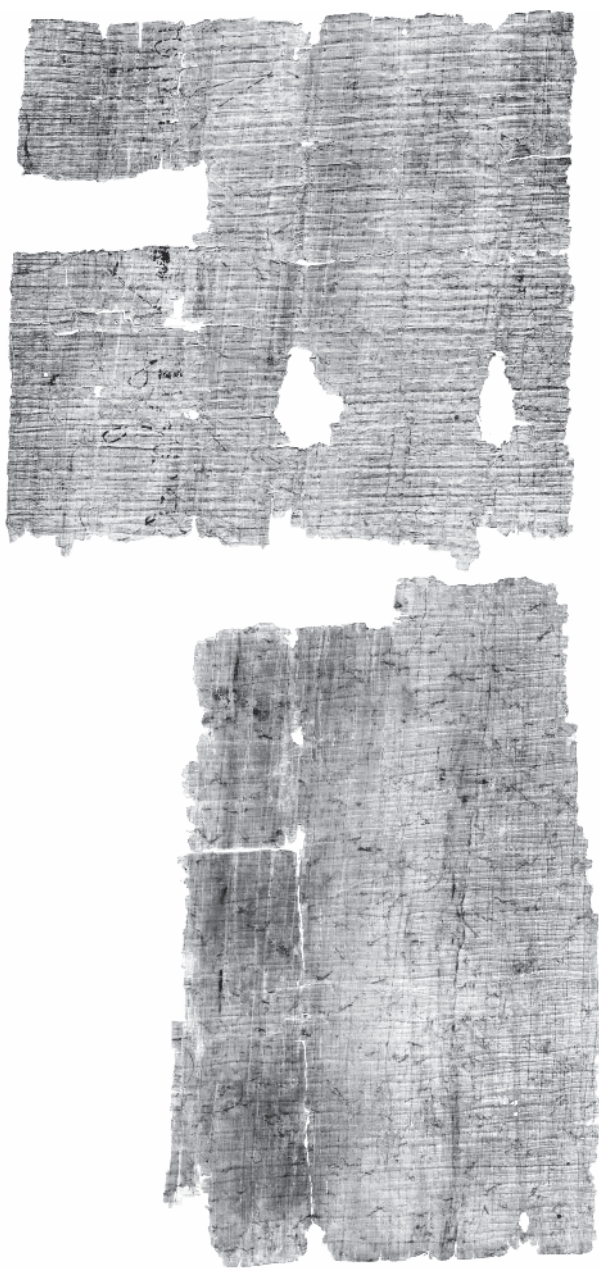


Fig. 1b. Verso of *SB XX 14535* + *BGU III 726*
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& Staatliche Museen zu Berlin – Ägyptisches Museum und Papyrussammlung)

3. Παώμιος (TM Nam 7299) is not a very common name, especially after the fourth century (and this is in fact how I came to connect these two fragments, while correcting the reading of the name in *BGU* III 726, l. 12). An earlier variant is Παῶμις.

4. Φιλοξένου (TM Geo 1782) is attested in a variety of late texts. It must have been located in the *meris* of Heracleides. It occurs mostly as *chorion* in the Arab period in several lists and accounts, where it appears in the vicinity of various Arsinoite localities (*SB* I 5338, *SPP* X 15; 74; 105; 154; 193; 276; *SPP* XX 229 are in alphabetical order); in *SPP* X 154, for example, with Piamouei (see 2 below). This is the earliest attestation of that *kome* (if we exclude the earlier *BGU* I 144 [3rd cent.] and *SB* XXII 15825 [4th cent.], for [possibly?] the *epoikion* Philoxenou, which may or may not be identical). As *kome*, Philoxenou is otherwise only attested in *P. Grenf.* II 88 (602), *SB* I 4658 (2nd half of the 7th cent.), and the loan agreement *SPP* III² 123.

6.]. τη̃ τη̃ς Ἀρσινοειτῶν. The lack of ἀπό means that the mention of the city refers to an office rather than to the provenance of the receiving party. I would like to read βουλευτη̃, but the *upsilon* for the first fragmentary letter – a loop that seems to be closed at the top – is not without problems; the ink visible on the photo is not on the front fibres that run parallel to the writing, but on vertical or bent fibres as the microscope shows, so it is doubtful how it came to be there and if it should be there in the first place. ‘Aurelius’ would not preclude this reading; fifth-century *bouleutai* appear also as *Aurelii*: see Aurelius Phoibammon in *BGU* XII 2157 (Hermopolis, 485), l. 20, and *BGU* XVII 2676 (Hermopolis, 500), l. 28; Aurelius Antinoos in *BGU* XIX 2805 (Hermopolis, 5th cent.), l. 19; Aurelius Heracleides in *CPR* VI 79 (Neilopolis, 5th cent.), l. 4; Aurelius Ioannes in *P. Ryl.* IV 661 (Hermopolis, 5th cent.), l. 17; and Aurelius Nemesianos in *P. Vind. Sijp.* 9 (Heracleopolis, 5th cent.), l. 4.

The first editor contemplates ὑποδέκτη, προνοητή, or ἀπαιτητή, but the *eta* is hard to read as well; the traces, if significant, would be best explained as an *omicron* or even as part of an *omega* (κεφαλαιωτη̃?), but those are not municipal offices.

7. καὶ νῦν shows that a similar agreement was reached before between those two parties. This variation might be responsible for the omission of εἰς ἰδίαν μου χρεῖαν, which would follow after διὰ χειρός according to the default phrasing of documents of type 1, the loan of money to be repaid in kind (see the introduction above).

The technical meaning of καὶ νῦν for a repeated transaction between two parties is implied by its inclusion in the technical genre reiterated in the summaries of *grammatia* in the endorsements of at least two such documents (Ⲭ καὶ νῦν: *CPR* X 120, *SB* VI 9283 + *P. Gen.* IV 194, both sales on delivery). While there are many loans and sales on delivery which add καὶ νῦν after ὁμολογῶ, there are a few more detailed mentions where καὶ νῦν refers specifically to a previous loan; see *P. Oxy.* VIII 1130 (Oxyrhynchus, 484), ll. 7–8: ὁμολογῶ κυρίου καὶ βεβαίου ὄντος (l. ὄντος) τοῦ προτέρων (l. προτέρου) μου γραμματίων (l. γραμματείου) καὶ νῦν ἐσχηκέναι με

παρὰ σοῦ ἐν χρήσει; *P. Oxy.* XVI 1975 (Oxyrhynchus, 496), ll. 6–9: ὁμολ[ο]γ[ῶ] ἐ[σ]χηκέναι παρὰ σοῦ καὶ νῦν μετὰ τὸ πρότερον γραμματίων τῶν δεκαπέντε νομισμάτων κεφαλαίου λόγῳ προχρείας ... χρυσοῦ νομισμάτια [τρία] and *P. Mich.* XIII 670 (Apollonopolites Heptakomias, 527), ll. 6–8: βεβαί[ω]ν ὄντω[ν] [τῶν ὅλων] προτέρων μο[ν] χ[ειρογράφων] πρὸς τὴν πί[σ]τιν ἐκάσ[τ]ου χ[ειρογράφου] καθὼς πάσ[ας] διαστολὰς, ὅμ[ο]λογῶ δὲ κ[αὶ] ν[ῦν] ἐσχη[κ]έναι. The fragmentary letter *CPR* VII 59 (Arsinoites, 5th–6th cent.), l. 3, talks about a τω (l. τὸ) χιρόγραφον (l. χειρόγραφον) καὶ νῦν οἴνου ἐντωπίου (l. ἐντοπίου). We can see that both *cheirographon* and *grammation* is used (cf. introduction). Cf. also *BGU* III 873b (2b), l. 4.

8–9. νομισ[μάτιον ἐν] παρὰ κεράτια τέρσαρα. Opinions about the different gold standards in Egypt and the meaning of the ‘minus carats system’, an expression of accounting which first appears in the later fifth century, are divided in the scientific community. As ‘carat’ denotes value as well as weight, explanations range from loss of value due to the wear of the coins or the payment of fees to describing a metrological phenomenon, a disbalance in weight from either underweight coins or different local weight standards; see, e.g., J. Banaji, ‘Discounts, weight standards, and the exchange-rate between gold and copper. Insights into the monetary process of the sixth century’, [in:] idem, *Exploring the Economy of Late Antiquity: Selected Essays*, Cambridge 2018, pp. 91–109, and K. Maresch, *Nomisma und Nomismatia: Beiträge zur Geldgeschichte Ägyptens im 6. Jahrhundert n. Chr.* [= *Papyrologica Coloniensia* 11], Wiesbaden 1994, pp. 8–13, according to whom the formula expresses a fluctuating ratio between gold and copper. See most recently Morelli, *I prezzi* (cit. n. 16), pp. 8–11, with an overview of the proposed explanations.

What is clear, however, especially from the Arsinoite documentation, is the chronological component: the deduction increases over time. This can help with dating a document. A deduction rate of -4 carats on the solidus (of 24 carats) is also attested in *P. Amb.* II 148 (487). The lower rate of -3½ appears in *P. Köln* XIV 586 (477); the next higher standard of -5 is recorded in *SB* VI 9280, which mentions the crops of a tenth indiction and can thus be dated to the year 501.²⁶ This confirms the date of 481.

²⁶ This is supported by palaeography; the papyrus is written in very clumsy cursive, similar to 3 below and was originally dated to the first half of the sixth century, which was later corrected to the second half of the sixth century in *BL* VII 205 on the basis of the *hypographeus* Αὐρήλιος Ἡλίας Παύλου in line 25 – this is a misreading of Νεῖλος Παύλου (*BL* VIII 342). A *hypographeus* of that name is attested in *BGU* II 364 (553) and *SB* VI 9283 + *P. Gen.* IV 194 (556), which is probably too late to assume that this was the same person. Longevity among the scribal profession (*hypographeis* and notaries), however, is not uncommon; cf. the two notaries discussed in S. KOVARIK, ‘A generous salter and a noble land-lady – two new contracts from late-antique Arsinoe in the British Library’, *Bulletin of the American Society of Papyrologists* 60 (2023), pp. 185–212. The troubled handwriting might indicate a beginner. Cf. 3 below for the notarial signature.

τέρσαρα. The same mistake appears in *BGU* IV 1049 (Arsinoe, 342), l. 3.

10–11. ὄντα (l. ὄν) παρ' ἐμοί (following κεφαλαίου) is a typical phrase in sales on delivery of type 1 for confirming that money has been received. Arsinoite parallels are *BGU* III 839, l. 8, *CPR* XIV 7, l. 15, *P. Köln* XIV 586, l. 12, *P. Lond.* I 113, 6c, l. 21, *SB* I 4496, l. 17, *SB* VI 9280, l. 11, and *SPP* III² 123, l. 3 (εἶναι). The *editio princeps* has [παρ' ἐμοῦ], possibly in analogy to *SB* XX 14534, where this mistake occurs.

12. The traces of ink most likely correspond to [ε]ϛ[α]ρ[ε]σ[το]ν. A specific description of the produce is customary in sales on delivery. This is usually εὐάρεστος, which is attested at least a dozen times throughout our documentation, also in *CPR* XIV 5, l. 15: λινοκαλάμης εὐαρέστης. On the quality stipulation, see A. Jördens in *P. Heid.* V, pp. 322–324.

12–13. [τ]ῆς [ἐ]πὶ τοῦ καιρ[ο]ῦ φανησομένης τιμῆς. Usually with present, not future, participle and dative (τῇ φανομένη τιμῇ). The expression refers to the price at time of delivery (rather than contract); see the introduction above.

14. λόγῳ τόκου αὐτοῦ. Only a few of our parallels mention interest. Usually, interest in kind is paid as additional contribution in whatever is delivered, as in *CPR* X 23: wheat, barley, vegetable seeds; *CPR* X 25: vegetable seeds; and *SB* I 4496: hay. However, in our case, wheat serves as interest for flax. A similar case is documented in *SPP* III² 123, in which the delivery is of barley with monthly interest in hay. A loan of money with interest in kind (wheat) is recorded in *P. Prag.* II 167 (Arsinoe, 565 or 580). *P. Prag.* III 218 (Arsinoe, early 7th cent.), unclear genre, mentions interest as well. For these two texts, see N. Gonis, 'A loan of money with interest in kind from sixth-century Fayum', *Zeitschrift für Papyrologie und Epigraphik* 220 (2021), pp. 1–3.

P. Lond. I 113, 6c, a loan of money to be repaid in kind, is specifically stated to be ἀτοκεί (ll. 26–27).

It is likely that in loans 'without interest' interest might have been charged in another way, for instance already included in the borrowed sum; see, for the Hellenistic and Roman periods, P. W. Pestman, 'Loans bearing no interest', *Journal of Juristic Papyrology* 16–17 (1971), pp. 1–29.

14–15. The use of μέτρῳ δικαίῳ is particularly widespread in the Arsinoite nome; it is unclear what it specifically refers to (a connection with the village of Δικαίου is unlikely, cf. *CPR* XXIV 26, l. 12 n.). In Hermopolite documents we encounter the μέτρῳ Ἀθηναίῳ, which once is also called μέτρῳ δικαίῳ Ἀθηναίῳ in *P. Heid.* V 355 (Hermopolis, 5th–6th cent.), l. 9.

16. The initial *alpha* of ἀπόδωσιν was not read in the *editio princeps*, but it is hidden in the ligature between the *pi* and the *sigma* from the preceding παντός.

17. ἐν τῇ κώμῃ. The location of the delivery is mentioned in all sales on delivery, also those of type 1, and is the home place of the issuing party, the debtor, from the farmstead itself (ἀπὸ τῶν ἀλωνίων τῶν ὄντων ἐν τοῖς αὐτοῖς πύργοις/ἀπὸ τῆς ἀλωνίας: *CPR* X 23, ll. 5–6; 25, l. 15), the village (ἐν τῷ ἐποικίῳ/τῇ κώμῃ: *P. Köln*

XIV 586, l. 19; *P. Lond.* I 113, 6c, l. 32; *SB* I 4496, l. 23; 4497, l. 23; *SPP* III² 123, l. 6), and the city (ἐπὶ τῆς πόλεως: *SB* VI 9280, ll. 17–18).

18–20. ἀπὸ καρπῶν [τ]ῆς εἰςιούσης ἔκτης ἰνδικ(τίωνος). The Egyptian harvest season is spring and early summer. The crops of the sixth indiction are the ones planted and harvested in the fifth indiction, which means that the actual date of delivery is Pauni of the fifth (chronological) indiction, coinciding with the sixth (fiscal) indiction that starts in Pauni; cf. H. Comfort, ‘The crops of an indiction in late Byzantine land-leases’, *Aegyptus* 14 (1934), p. 431.

24. χι(ρόγραφον). The reading follows Fritz Mitthof’s suggestion in *P. Harrauer* 54, l. 20 n., to read the Arsinoite variant of the siglum as χι(ρόγραφον) (l. χειρό-γραφον) to incorporate the extra loop to the left.

π(αρὰ) κερ(άτια) δ. The abbreviation of παρά is not indicated by any sign or stroke, but tied to the following kappa by an upstroke. The number δ is peculiar, with the ascender ending in a loop to the left.

The recipient Olympios will probably have been referenced by profession only, which is customary, if mentioned in the greeting formula, for example *BGU* I 3 (Arsinoe, 605), l. 30: εἰς Αὐρ(ήλιον) Κυρικὸν χοιρομάγειρον †, or *P. Harrauer* 59, ll. 43–44: εἰς Φλ(άουιον) Γεώργιον βουλευτήν †. There is also not much space left, as only the rest of Paomios’ subscription, possibly the *agrammatos*-clause of the *hypographeus* and the notarial *completio* are missing. Arsinoite endorsements typically have the name of the issuing party (with or without introductory γενο-/γεναμένη) in the genitive after the document type and the receiving part in accusative, introduced by εἰς. It is possible that part of the *alpha* of Αὐρ(ήλιον) is preserved under the ink blob before the lacuna.

2. *BGU* III 873²⁷

BGU III 873, which was also acquired by Georg Schweinfurth in Madinat al-Fayum in 1886 (see 1), contains another sale on delivery (type 2) of flax. It has already been corrected on several occasions.²⁸ The notary suggests

²⁷ A photo is accessible at <<https://berlpap.smb.museum/02264/>> (accessed 24 October 2023). Jean Gascou happened to work on *BGU* III 873 at the very same time as I and kindly shared with me his own observations on this text, in which he essentially came to the same conclusions. He includes a detailed re-edition and commentary of these texts in the study mentioned in note 16.

²⁸ See *BL* I 441; IX 23; X 17; ‘Korr. Tyche 631’, *Tyche* 24 (2009), p. 223; and A. BENAÏSSA, ‘An Arsinoite landowner and *clarissimus magister* of a military unit’, *Tyche* 26 (2011), p. 30.

a date of origin in the late fifth century; the only dated document by this same notary, *SPP* XX 128, comes from 487. The thirteenth indiction mentioned in fr. III, l. 5, could refer to 489 or 504.

The papyrus, according to the *editio princeps* and the photo provided on the website, consists of three different and unconnected fragments, called fr. I, II, and III. It needs only one look in the edition to see, however, that fragments I and II contain the same information, namely the greeting formula with the end of the provenance of the issuing party, once with the name of the village (fr. I), once only with νομοῦ (fr. II); the name of the addressee on both fragments as Sambas son of Sounnion; and the phrase παρὰ σοῦ διὰ χειρός after the beginning of the provisions with ὁμολογῶ, largely supplemented on fr. I. They cannot therefore both be part of the same text, but seem to concern the same people. This can also be confirmed by checking the photo, from which it becomes obvious that fr. II is indeed written by a different hand and does not belong to the same document at all, which is probably why it was separated from the other two fragments under the glass.

The examination of the photo also highlights that:

1. the order of the fragments on the photo has been reversed in comparison to the numbering in the edition and now goes II – I – III;
2. according to the handwriting and the *kollesis* on the right margin, fr. I and III are part of the same document;
3. fr. II is made up of two fragments (left and right), which in the meantime have been joined; the long lacuna indicated in the *editio princeps* is not necessary.

I provide here an updated version of *BGU* III 873, putting all that information and corrections together, including a few new readings; I will indicate when they differ from Gascou's. The line 1 of both fragments I and III was omitted in the *ed. pr.*; what is l. 1 there, is l. 2 in the following edition.

fr. I

[Αὐρήλιος Βίκτωρ υ]ἱὸς Μα[v]ρκίου
[ἀπὸ ἐποικ]ίου Πιαμουει τοῦ Ἀρσι-

- 4 [νοείτου ν]ομοῦ Αὐρηλ[ί]ω Σαμβᾶ
 [υῖῶ Σουνν]ίωνος στιππουργῶ
 [ἀπὸ τῆς Ἀρσι]νοειτῶν πόλεως χ(αίρειν).
 [ὁμολογῶ] ἔσχηκέναι με
 [παρὰ σοῦ διὰ χ]εῖ[ρὸς] καὶ [πεπλ]η-
 8 [ρῶσθαι τὴν τιμὴ]ν λι[νοκαλά-]
 [μης]

fr. III

- []ν...[...]
 τὴν δὲ τούτων ἀπό-
 δοσίῃ σοι [π]οιήσομαι ἐν τῷ
 4 ἐποικίῳ μηνὶ Παῦνι ἀπὸ
 καρπῶν τῆς τρεῖςκαιδεκάτης
 ἰνδικτίονος ἀνυπερθέτως
 [ἐξ ὑπ]αρχόντων μου πάντων,
 8 κ[α]ὶ [ἐπ]ερωτηθεὶς ὡμολόγησα. †
 (m2) Αὐρήλιος Οὐίκτορ υἱὸς Μαυρικίου ὁ προκίμενος
 ἔσχων τὴν τιμὴν λινοκαλάμης δεμάτων τρις-
 χιλίον τετρακοσίων καὶ ἀποδώσω τῇ πρωθῆς-
 12 μίᾳ ὥς πρόκειτε. Αὐρήλιος Κῦρος Παύλου ἔγραψα ὑ-
 πὲρ αὐτοῦ [παρόντο]ς ἀγραμμάτου ὄντος.
signs
 [† di emu C]hristodoru *letters and sign*
sign

verso

[χι(ρ)όγραφον) Βίκτορος υἱοῦ Μαυρικίου] λινοκαλάμ(ης)
 δεμάτ[ων /γυ]
vac. εἰς Αὐρ(ήλιον) Σ[αμβᾶν στιππουργόν †]

I.4. στιππουργῶ || I.5. I. Ἀρσωνοῖτων, χς pap. || III.5. παῦνι pap. || III.9.
 I. Οὐίκτωρ, I. πρόκειμενος || III.10-11. I. τριςχιλίων || III.11-12. πρωθεσμία ||
 III.12. I. πρόκειται || III.13. I. ἀγραμμάτου ὄντος || III.15. hristodoru pap. ||
 III.16 λινοκαλάμς pap.

(fr. I) *Aurelius Biktōr son of Maurikios from the hamlet of Piamouei of the Arsinoite nome to Aurelius Sambas son of Sounnion, tow worker from Arsinoiton polis, greetings. [I acknowledge] that I have received [from you from] hand to hand and [been paid in full the price of flax ---]*

(fr. III) *I will deliver them in the hamlet in the month of Pauni from the harvest of the thirteenth indiction, without delay [from] all my belongings and in reply to the formal question I assented. Aurelius Ouktor son of Maurikios, the aforementioned, I have received the price of three thousand four hundred bundles of flax and will deliver them within the appointed time as aforesaid. Aurelius Kyros, son of Paulos I have written for him in his presence as he does not know how to write. Through me Christodoros.*

[Chirograph between Biktōr son of Maurikios of 3,400] bundles of flax and Aurelius Sambas [tow worker].

It is not clear how many lines are lost between the two fragments. We only really lack the number after *linokalame*, the 3,400 *demata* mentioned in fr. III, ll. 10–11, and the endorsement in fr. III, l. 17. With 16–24 letters missing per line, the traces of fr. III, l. 1 (= l. 10 in a continuous count) could read something like:

9 [μης εὐαρέστου δεμάτων τρισ-]

10 [χιλίων τετρακοσίω]ν, (γίνονται) δ[εμ(άτων) γυ].

Only one line would then be missing. The beginning of fr. III, l. 2, is also unclear. *καί*, the only really possible supplement, cannot be reconciled with the traces, a descender most resembling a λ, perhaps also a χ or an abbreviation stroke.

In fr. I, l. 1, I restore *Βίκτωρ* instead of *Οὐίκτωρ*, like in the *hypographe*, as this is the more common spelling, and the *hypographe* was written by another person. The variant *Οὐίκτωρ* starts disappearing after the late fifth century. The letters in fr. I, l. 8 are not secure either, they could potentially also read *λι]γοκ[αλάμης*, with traces of a descender for a *delta* (*δεμάτων*) from the line below and thus all the lines would have survived. Gascou has *τιμῇ]ν λ[ι]γο[καλάμης*.

The notarial signature in fr. III, l. 15 is followed by something that looks like a letter combination (the same that can also be found in *P. Vind. Sijp.* 10 and *SPP* XX 128, where it is fragmentary). It is tempting to read

the two first letters as the Latin *es* for, for example, as did Gascoü who read *eshmi(ioth)* for ἐσημειώθη, usually rendered as *esemioth*, but this does not correlate to the verb of completion ἐπρά(χθη) recorded in Greek at the end of *completio* in *SPP XX* 128; two different expressions in one signature would seem unlikely. Of course, the letters are not really preserved in *SPP XX* 128. The letter *s* also looks different from the one used in *Christodoru* which is written in clear Latin letters. While it is an attractive idea, I decided to leave it open for now.²⁹ *SB VI* 9280 has similar writing after the (mostly lost) notarial signature.

We know that the contract should be directed at Sambas; the receiving party is usually addressed with εἰς + name in accusative (cf. 1, l. 24); what remains of that line is, however, not very legible (especially Αὐρ), and this reading must remain rather hypothetical.

2b. *BGU III* 873

The reading of fr. II (or better *BGU III* 873b) can be improved, too.

 [τοῦ Α]ρ[σινοε]ῖ[του] νομο[ῦ]
 [Αὐρηλίω Σα]μβᾶ υἱῷ Σουννίωνος στιππᾶ
 [ἀπὸ τῆς Ἀρσι]νοειτῶν πόλεως χ(αίρειν). ὁμολογῶ
 4 [ἐσχηκέναι μ]ε παρὰ σοῦ διὰ χειρὸς καὶ νῦν
 [καὶ πεπληρῶ]σθ[αι τὴν τιμὴν] νειλο-
 [καλάμης ἐν ἀρέστου] .ν
traces

2. υἱῷ σουννίωνος στιππᾶ pap. || 3. 1. Ἀρσινοῖτων, χ pap. || 4. νν ≠ pap.

²⁹ For the notarial *completio*, see S. KOVARIK, 'The evolution of the notarial signature in late-antique Egypt. A diachronic comparison of the Middle Egyptian evidence (Province of Arcadia: Arsinoite, Heracleopolite, Oxyrhynchite)', [in:] A. GHIGNOLI *et aliae* (eds.), *Segni, sogni, materie e scrittura dall'Egitto tardoantico all'Europa carolingia* [= *Temi e testi* 221], Rome 2023, pp. 71–118; for Christodoros in particular, pp. 79–80; for verbs of completion, pp. 85–96.

[---] of the Arsinoite nome to Sambas son of Sounnion, tow worker from Arsinoiton Polis, greetings. I acknowledge that I [have received] from you from hand to hand now too and have been paid in full the price of flax [of the best quality ---]

This seems to be a fragment of a different, later contract between the same parties, indicated by καὶ νῦν (which we would usually expect to be following directly after ὁμολογῶ), but with the same content (cf. I, l. 7 n).³⁰ The two colon-like strokes after νῦν at the end of the line were probably used as a space filler. Supplements call for a small difference in width between the two papyri (fr. I + III and fr. II). If really the same parties are involved, the village Piamouei could fill the missing letters of line 1. The profession στιπ-παῖς in line 2 is an alternative for στιππουργός (LBG lists σιππαῖς, ‘Werg-händler’); I owe this knowledge to Jean Gascou. At the end of line 6, we perhaps have the ending ὦν for δεμάτων τρισχιλ(ι(?))ὦν *vel. sim.*

3. P. Vindob. G 25511

P. Vindob. G 25511

fr. 1: 6.8 × 6.1 cm

fr. 2: 6.2 × 4.6 cm

Arsinoe
5th–6th cent.

The papyrus was purchased in the Fayum in 1887. It consists of four fragments, originally put together in a wrong order, with the right upper fragment (4.9 × 3.3 cm) glued above the left upper fragment (6.8 × 3.6 cm) and the bottom fragment stuck to the bottom of the left upper fragment. It is not clear to me when and by whom this was done. The papyrus has undergone conservation treatment, during which the different fragments were separated and put together again in the right order. The fibres are a bit distorted, the lacuna is therefore of different width in particular lines. The right part of lines 5–8 sits a bit under the line.

One additional fragment (2.4 × 0.8 cm) came out during the conservation process. It contains parts of three lines, maximum two letters each,

³⁰ Gascou reads χρ(υσίου) νο(μισμάτια) ν instead.

which could be integrated into lines 7–9 and joined with the bottom fragment, complementing what is probably an *e* or *epsilon* in the notarial signature.

Perhaps the whole contract is written in that same hand. It seems very similar to the hand of 2 or SB VI 9280. There are remnants of a notarial signature, probably a sign after the signature itself, the identification of which is not obvious. The endorsement on the verso is preserved only in parts with traces of the name of the addressee.

→

traces

ἀνυπερθέτως ἐξ ὑ[παρχόντων μου πάν-]
των καὶ ἐπερ(ωτηθεῖσα) ὡμολ[(όγησα). (m2?) Αὐρηλία N.N. ±7]

4 θυγάτηρ Ὁλ ἡ προκειμ[ένη ἔσχον τήν]

τιμὴν στιππείων [number ±15]

καὶ ἀποδώσω τῇ π[ροθεσμία ὡς πρό-]

κειται. Αὐρήλιος Κῦρ[ος Παύλο]υ ἔγ[ραψα]

8 ὑπὲρ αὐτ[ῆς παρούσης ἀγραμ]μ(άτου) [οὔσης.]

[† di emu Christodor]u (?) *letters and sign*

sign

verso →

[χι(ρόγραφον) Αὐρ(ηλίας) N.N. θυγατρὸς Ὁλ]. εἰς

Αὐρ(ηλι-).[

4. 1. προκειμένη || 5. 1. στιππείων || 6. ἐπερ pap. || 6–7. 1. πρόκειται

[---] *without delay from all [my] belongings, and in reply to the formal question I assented. [Aurelia N.N.] daughter of Hol, the aforementioned, [I have received the] price of the tow [amount] and will deliver at the appointed time [as] aforesaid. Aurelius Kyros [son of Paulos, I have written] for her [in her presence, because she does not know how to write]. [Chirograph between Aurelia N.N. daughter of Hol ---] and Aureli- N.N. [---].*

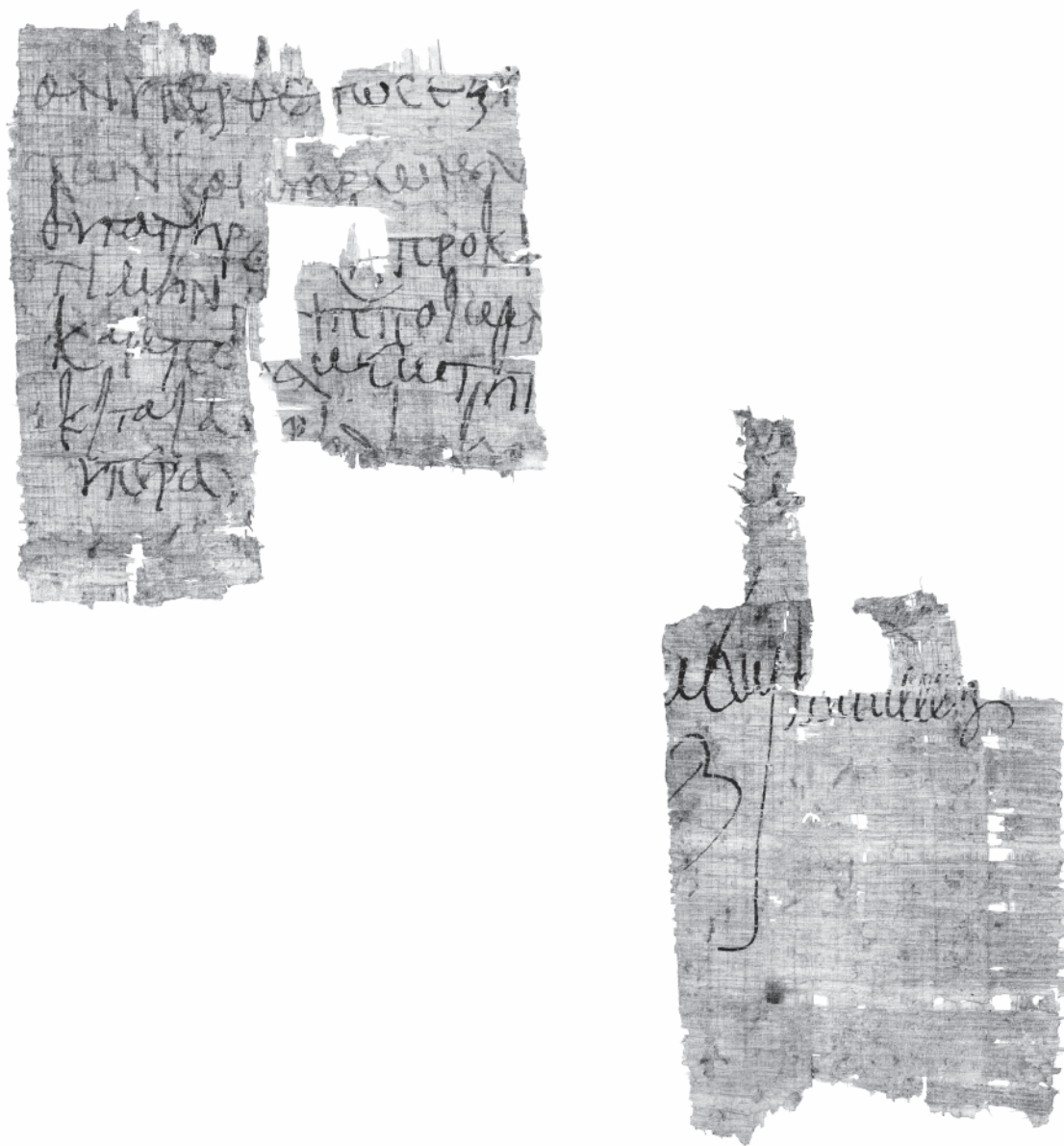


Fig. 2a. P. Vindob. G 25511, recto
 (© Österreichische Nationalbibliothek, Papyrussammlung)



Fig. 2b. P. Vindob. G 25511, verso
(© Österreichische Nationalbibliothek, Papyrussammlung)

The papyrus preserves the end of a sale on delivery of tow from the late fifth or early sixth century. There seems to have been some space under the *completio*, which suggests a rather short and simple contract. A certain daughter of Hol, who cannot be identified, confirms having received the non-specified price of tow (*stippion*). The amount of tow that is expected is lost in line 5. It could have been delivered in *demata*, *desmidia*, *mandakia*, or *phortia* (see the introduction above). The notary may be new or could be Christodoros, known from the end of the fifth century, see above 2. In *CPR* VII 60 and *P. Yale* IV 186 one solidus buys sixty *litrai* of *stippion* (cf. n. 11).

7. Around the turn of the century, we encounter two *hypographeis* called Kyros: Kyros Paulou, who is known to have worked for a variety of notaries (Philoxenos in *SB* XVIII 13860 + *SB* VIII 9770, l. 13 [*BL* XIII 219] dating to 511, Philippos in *P. Prag.* II 161, l. 12, and Christodoros in 2, and Kyros Ioannou, who appears in one document of a certain Agathokles from 493 (*BGU* XXI 2891, l. 21). The identification with Kyros Paulou seems more likely. In another late fifth-century papyrus, the filiation of a Kyros is lost (*SB* XVIII 14001, l. 26).

9. The writing that is preserved from the notarial signature has similarities with letters (?) used in the signatures of fifth-century notaries, like Christodoros or Sambas, in as much as they are all undecipherable and with a prominent descender resembling *e*. The genitive name ending in *-u* makes Christodoros, who authored one sale on delivery of flax and also employed a *hypographeus* by the name of Kyros, the most likely candidate. A different, still unknown, notary cannot be excluded; the ‘signs’ are not exactly a match (Fig. 3).

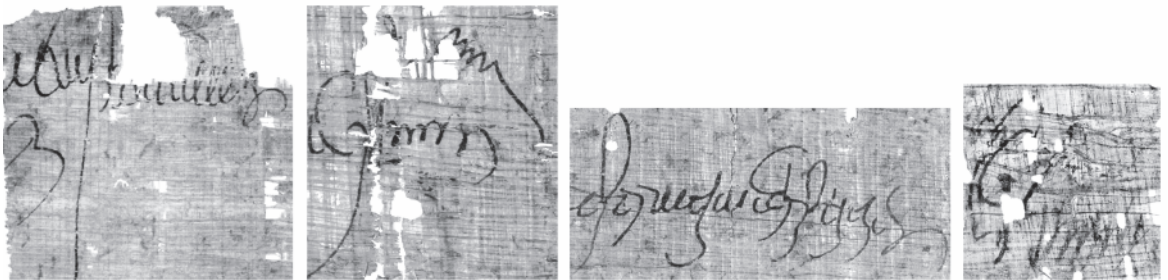


Fig. 3. Comparison of notarial signatures (left to right):
P. Vindob. G 25511; *BGU* III 873 (Christodoros); *P. Corn.* II 44 (Sambas); *SB* VI 9280

11. There is a stroke visible before $\epsilon\iota\varsigma$ that might be the second leg of the *lambda* in $\text{'}Ολ}$.

Αϋρ() is abbreviated as it is typical for endorsements, the addressee could be either man or woman. What remains from the name is of a peculiar shape. Perhaps ν for $\nu\acute{\iota}\omicron\nu$ is visible, bound to a preceding letter. Alternatively, the whole name after $\epsilon\iota\varsigma$ could be read as $\Sigma\alpha\rho\alpha\pi\acute{\iota}\omega\nu\alpha$ (suggested by Nikolaos Gonis).

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