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THE PECH-MAHO LEAD

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In a recent issue of *Comptes Rendus de l'Académie des Inscriptions et Belles-Lettres*, 1988, 526-535, M. Lejeune and J. Pouilloux have published a newly discovered document written on lead.¹ It was found at Pech-Maho (Aude) about 15 km. south of Narbonne, and can be dated archaeologically around the middle of the 5th century B.C. The text is relatively well preserved and there appear to be few difficulties in the reading; but I do not find the interpretation offered by Pouilloux satisfactory, and I should like to offer an alternative view. I am very grateful to him for discussing this inscription with me in letters, and for supplying me with a drawing and photographs.

It is obvious that this document is not a letter, the purpose for which thin sheets of lead were sometimes used.² At the same time its formal style shows that it is not a mere record of business transacted, since the recording of two sets of witnesses' names implies that it had some sort of legal status. Beyond this it is unwise to go until we have discussed the problems in more detail, but it is as well to be sure at the outset what sort of document this is.

The text as read by Pouilloux runs as follows. I have slightly modified the epigraphic conventions and substituted smooth for rough breathings, on the assumption that East Ionic would be psilotic.³

1	ἀκάτι[.] ἐπρίατο [.]πρι[.]παρὰ τῶν]	<i>vac.</i>
2	Ἐμποριτέων· ἐπρίατό τε[.....]	<i>vac.</i>
3	ἐμοὶ μετέδωκε τῶμυκυ τ[ρίτ]ῳ ἡ[μ]ιοκταγ-	
4	ἰῶ. τρίτον ἡμικτάνιον ἔδωκα ἀριθμῶ-	
5	ι καὶ ἐγγυητήριον τρίτην αὐτός· καὶ κε-	
6	ἴν' ἔλαβεν ἐν τῷ ποταμῶι· τὸν ἀρρα-	
7	βῶν' ἀνέδωκα ὅκῳ τὰκάτια ὀρμίζεται.	
8	μάρτυρ(ε)σ Βασιγερρος καὶ Βλερυας καὶ	
9	Γολο[.]βιτρ καὶ Σεδεγων· ο[ῦ]τοι μάρτ-	
10	<i>vac.</i> υρεε εὔτε τὸν ἀρραβῶν' ἀνέδωκα,	
11	<i>vac.</i> [ε]ῦτε δὲ ἀπέδωκα τὸ χρῆμα τρίτον	
12	<i>vac.</i> [ἡ]μιοκτάνι[ο]ν, [.]αυαρασ Ναλβε[.]ν	

verso Ἦρων ὁ Ἰιος

¹ See also J. Pouilloux, *Cahiers d'histoire* 33, 1988, 413-417.

² The first Ampurias lead is clearly a letter since it ends with χαίρει; ZPE 68, 121-2.

³ The form τ μυκυ (line 3) presumably implies psilosis.

1 ἀκάτι[α followed by a small numeral Pouilloux; ἀκάτι[ον] also possible.

[Κύ]πρι[ος] *exempli gratia* Lejeune.

2 τε/[Pouilloux; there is a trace of a letter following ε which might be α, λ or possibly μ.

verso Ἡρωνοῖος (or Ηθωνοῖος) Pouilloux.

The last section, lines 8-12, is a list of names of witnesses to two separate transactions, the handing over of the ἀρραβών and the payment of the money, described as τρίτον ἡμιοκτάνιον. This suggests that lines 5-6, 'and that he received on the river', should refer to the second transaction, the payment of the money. Pouilloux, however, translates lines 11-12; 'mais quand j'ai fini de payer la somme', which seems to me to read more into the formula than is justified, since τὸ χρήμα in a commercial context is not likely to mean anything but 'the money'. It follows that the ἀρραβών was not in this case money.

There is no doubt that the normal sense of ἀρραβών is 'earnest-money', that is to say, a sum of money paid in advance of completion of a contract as evidence of the purchaser's intention to complete. As such it is not normally refundable if the contract is not completed, and in commercial papyri it is often qualified as ἀναπόριστος, which must in this context mean 'non-returnable'. The question whether it can mean also, as this inscription seems to imply, a non-monetary pledge is more difficult to prove, and so far I have been unable to locate an unambiguous example in papyri. But the principle of handing over a valuable object as a guarantee of willingness, which is to be redeemed on completion of the contract, does not vary significantly from the prepayment of a sum of money.

There is, however, an example of this use of ἀρραβών in LXX Genesis 38. 17,18. Judah promises to Tamar the payment of a kid, which he has not got with him, so he is asked for a pledge: ἐὰν δῶς μοι ἀρραβῶνα... ὁ δὲ εἶπε, τίνα τὸν ἀρραβῶνά σοι δώσω; ἡ δὲ εἶπε, τὸν δακτύλιόν σου καὶ τὸν ὀρμίσκον καὶ τὴν ῥάβδον τὴν ἐν τῇ χειρὶ σου. It does not therefore seem improbable that in this document too the ἀρραβών is an object such as a ring, given as a pledge that the sale will be duly completed.

This interpretation agrees well with the choice of verbs. In line 4 the simple ἔδωκα is used, since it has to refer to both transactions. But in lines 7 and 10 the compound ἀνέδωκα is used when the object is the ἀρραβών. Ἀναδίδωμι regularly means to give something into another's hands.⁴ On the other hand ἀπέδωκα is used in line 11 with its usual value of 'to pay (money)'.⁴

I therefore conclude, contrary to Pouilloux, that the document describes not three, but only two transactions, each of which was attested by witnesses. This implies that the ἐγγυητήριον of line 5 was effectively the same as the ἀρραβών. But this is not the same as saying that the two words are identical in meaning. Ἐγγυητήριον is obviously a general

⁴ E.g. Pindar Isthm. 6.39 ἀνδωκε δ' αὐτῷ φέρτατος οἰνοδόκον φιάλαν... Τελαμών; cf. Xen. Symp. 2.8.

term, answering to the English 'guarantee'; ἀρραβών is the specific object, whether money or kind, handed over to serve as a guarantee, what in English we should call a 'pledge.' The question of τρίτην (line 5) must be postponed for the moment.

It is clear that the key term in this inscription is the expression denoting a sum of money once given as τρίτον ἡμιεκτάνιον (line 4), but twice repeated in a mutilated form as τ[ρίτ]ῳ ἡ[μι]οκτανίῳ (lines 3-4) and τρίτον [ἡμ]ιοκτανι[ο]ν (lines 11-12). There can hardly be any doubt about the restorations, and the letter ο preceding κτ is clear in both cases. Pouilloux has correctly explained τρίτον followed by a ἡμι- compound as meaning two and a half times the unit stated. This is exactly paralleled by Herodotus,⁵ who uses τρίτον ἡμιτάλαντον to mean '2 1/2 talents.' The problem is twofold: are these two different sums, one derived from ἕξ, the other from ὀκτώ, or only one term variously spelled; and what is or are the unit(s) in question?

If we assume with Pouilloux that there are two different sums of money mentioned, we run into a number of difficulties. In the first place, it is curious that in each case the basic unit is multiplied by 2 1/2. Secondly, it would be extremely dangerous in a legal document to specify two different sums by expressions differing by only one letter. Thirdly, while *ὀκτάνια might represent some multiple of eight (cf. ὀκτάκις, ὀκτακόσιοι etc.), *ἑκτάνια cannot similarly be a multiple of six, since all such forms contain ἕξα-, not ἕκτα-. This could only arise from the ordinal ἕκτος, but a similar formation from eight would have to contain ὀγδο-.

We should avoid all these difficulties by supposing that the two forms were merely variant spellings of the same word. There are no other examples recorded of either, nor do there seem to be any parallel formations in -αντιος, at least as denoting coins.⁶ But once we approach the problem from the numismatic angle, the solution is obvious. It is well known that Phocaea, ultimately the mother-city of these western colonies, had a coinage in electrum, using the stater as the basic unit. The text of a treaty with Mitylene for the issue of a joint coinage of this type in the 4th century is partially preserved.⁷ Smaller coins were also minted with a weight of 2.6 g, corresponding to one sixth of a stater. These were generally known as ἕκται Φωκείδεις.⁸ It would be hardly conceivable that the ἑκτάνια of this inscription was anything but a local name for these coins. There was of course no similar coin representing the value of one eighth of a stater, and in any case the formation would be wrong. It follows that the form ἡμιεκτάνιον is etymologically 'correct', and ἡμιοκτάνιον is a variant. Its repetition proves that it is not a graphic error, so it must presumably be phonetic. It may be due to the dissimilatory effect of the preceding ι.

⁵ Hdt. 1.50.2.

⁶ The only parallel formation seems to be σιτάνιος, a variant of σιτάνειος.

⁷ Schwyzer Dial. 619; see also J.F.Healy, JHS 77, 267-268.

⁸ Pauly-Wissowa, s.v. Hekte.

But there is an apparently fatal objection to this interpretation. The writer who is purchasing a half share at the price of τρίτῳ ἡμιοκτανίῳ begins by paying in cash (ἀριθμῶι, rightly so taken by Pouilloux) τρίτον ἡμιεκτάνιον. If these sums were really the same, then the prepayment would be the full price, and there would be no need for any guarantee or ἀρραβῶν. Pouilloux therefore prefers to regard the two forms as different, with multipliers of six and eight. This means that the full price is $2 \frac{1}{2} \times 8 = 20$, and the prepayment is $2 \frac{1}{2} \times 6 = 15$. If so, this would seem an awkward way of expressing εἴκοσι and πεντεκαίδεκα.

There is an easy solution to this difficulty. We know that the price was for a half share in certain objects, probably but not certainly ἀκάτια.⁹ There must have been as a minimum a total of four, more likely six, eight or ten, to be divisible by two. Reasons for excluding higher numbers will be given later. If we suppose that the price quoted in the genitive was for each item, then the prepayment was for one item, leaving the balance of one, two or three to be paid for later.¹⁰ Thus the prepayment will have represented 50%, 33% or 25% of the full price.

This leaves the problem of τρίτην (line 5), which Pouilloux takes as meaning 'a third', but without suggesting what it is a third of. On his view the difference between the agreed price and the prepayment is $20 - 15$, i.e. one quarter, which is less than a third of the total price. But in view of the fact now established, that prices are quoted in sixths of a stater, a third could hardly mean anything but a third of a stater, i.e. 2 *hektai*. It would surely be odd if the purchaser paid $2 \frac{1}{2}$ *hektai* cash down, and a further 2 *hektai* as a guarantee of full payment. It is much simpler to assume that the ἐγγυητήριον was not money.

We already know that the two transactions took place at different locations. The former (κεῖνο), the payment of the money, took place 'on the river' (line 6). The handing over of the pledge took place 'where the boats are moored' (line 7). It does not matter whether this refers to the boats which are the subject of the contract or is a general statement meaning 'the boat anchorage.' This will explain why different witnesses attested the two transactions. But it also implies that there was an interval of time between them, during which the vendor had moved from the river to the boat anchorage. Τρίτην should therefore be an expression denoting time, and τρίτη is regularly used with the ellipse of ἡμέρα to mean 'the third day.' All that is required is to suppose that it could be used as adverbial accusative, exactly as αὔριον becomes an adverb meaning 'to-morrow.' The phrase εἰς τρίτην is exactly parallel to εἰς αὔριον and would help the development. We may therefore translate τρίτην here as 'two days later.'

⁹ Pouilloux believes that the ἀκάτια of this document were barges or lighters, possibly used for unloading a merchant ship unable to dock in shallow waters. But the use of the word in Thucydides (see especially 4.67.3 ἀκάτιον ἀμφορικόν) shows that for him it meant a small rowing boat or skiff. This would perhaps agree better with the low price.

¹⁰ The reason why four is probably to be excluded will appear later.

We can now turn to the problems posed by the lacunae in line 1 and 2. Pouilloux has suggested reading ἀκότι[α.] with a small numeral as the missing letter, e.g. Β or Δ. This is a dangerous suggestion because it has yet to be proved that the use of alphabetic numerals was current before the Hellenistic period.¹¹ It is possible that it was an Ionian invention of the 5th century, but this is hardly suitable evidence on which to base that theory. The alphabet was even earlier used in enumeration, as for the paragraphs in the charter of the Naupactian colonists¹² or the sections of the δίολλκος at Corinth. The numbering of the books of the Iliad and the Odyssey from Α to Ω may well be early, but it should be noted that 6 is Ζ and 11 is not ια' but Λ. It would seem preferable to restore ἀκότι[ον].

There is no difficulty in reconciling this with τ μυϷ (line 3), since it is possible to sell a half share in a boat without physically dismembering it.¹³ But line 2 repeating ἐπρίατο proves that something else was also bought, and if my explanation of the price as meaning 'so much each' is correct, there must have been here a numeral, presumably spelled out. The restoration τέ[ααα] seems to be excluded, so perhaps τε is the enclitic, to justify the repetition of the verb, and the lacuna contains the name and number of the objects also bought, which were then shared. Merely as an example I would suggest reading ἐπρίατό τε ἄ[λλα and a numeral such as τρία, πέντε or ἐπτά. If added to the one of line 1, these would produce an even number. Ἐννέα is too long, unless the -α of ἄλλα is elided, as are all the higher numerals. If this is right, the subject of the contract is aptly stated by its first word.

We can now offer tentatively an alternative translation:

'So-and-so (*perhaps* Kyprios) bought a boat [from the] Emporitans. He also bought [three (?) more] (*i.e. from elsewhere*). He passed over to me a half share at the price of 2 1/2 *hektai* (*each*). I paid 2 1/2 *hektai* in cash, and two days later personally gave a guarantee. The former (*i.e. the money*) he received on the river. The pledge I handed over where the boats are moored. Witness(es): Basigerros and Bleruas and Golo.biur and Sedegon; these (were) witnesses when I handed over the pledge. But when I paid the money, the 2 1/2 *hektai*, .auaras, Nalb..n.'

It remains to offer an explanation of the purpose of the document and the name on the reverse. It is, as said above, a legal document, which could be produced in a court of law in case of a dispute between the two parties to the sale of a half share. It must therefore specify, at least by implication, the total debt incurred by the writer, as well as the partial payment made. But such a document written in the first person would be useless without the name of the purchaser. It follows that the name on the reverse is the 'signature' of the writer, and its curious arrangement is probably to permit it to be read when the sheet was rolled up, thus

¹¹ A.G.Woodhead, *The Study of Greek Inscriptions*², 112.

¹² Schwyzer *Dial.* 362.

¹³ It is curious that a half share is also mentioned in the Ampurias document: κὰν αὐτὸς θέλ[ηι.....ῆ]μυϷ μετεχέτω. Possibly ῆ]μυϷ should be read there.

identifying the document for filing purposes. It would then presumably have been given to the vendor, to be retained by him until the sale was completed. This in turn implies that the document may have been written at some other place, possibly Emporion itself, and brought by the itinerant merchant to Pech-Maho. On this point too I differ from my French colleague.

Finally the name Ἡρωνοῦτος is unknown and unparalleled. It would be much simpler to divide the letter-sequence as Ἡρων ὁ Ἴος. Heron is of course a very common name. Ἴος seems to be unattested, but is correctly formed from the name of the island Ἴος. Χίος, the island, has an adjective Χίος, which must be contracted from *Χίϊος, so it is not unparalleled. However, the inhabitants of Ios are given in the Athenian tribute lists as Ἴῶται, so we might perhaps have expected Ἰήτης as the ethnic here.

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