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Two Byzantine Papyri from the Collection at the University of Michigan

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TWO BYZANTINE PAPYRI FROM THE COLLECTION AT THE UNIVERSITY OF MICHIGAN

When visiting in Ann Arbor during the fall of 1992, Ludwig Koenen offered me the opportunity to study a few unpublished papyri in the rich collection of the University of Michigan. I thank him for his permission to publish these two texts here. Dr. Traianos Gagos, curator of the papyrus collection, did everything possible to facilitate my work and his many courtesies made my stay a very pleasant one.

1. Sale in advance of wheat and vegetable seed (P. Mich. inv. 407)

Euhemeria

26 x 14.5 cm.

31 December 347 A.D.

Tafeln XVIII, XX

1 Υπατείας Οὐλκακίου Ὄρουφίου καὶ Φλικαυίου Έύσεβίου τῶν λαμπροτάτων Τούμί δῆ όμολογοῦσιν Αὐρήλιοι Νεῖλος Σαννέου

4 μητρὸς Ἀείτας καὶ Ἀπόλλονίου Μίδα

μητρὸς Ἀλαινίς ἀμφότεροι ἀπὸ κόμης Εὐσμερίας Αὐρηλίῳ Πέτρῳ Ζακόνου διὰκόνως καθολικὴς ἐκ(κ)λησίας Ἀρκανίτου

8 ἔχειν παρ᾽ αὐτοῦ τῶν ὀμολογοῦντας, ἢ καὶ προσομολόγησαν πεπληρώθηκε, τὴν τιμὴν πυρὸν μὲν ἀρταβὰν δύο καὶ λαχανοσώρῳ μέτρῳ ἑλευρήμῳ ἀρταβὰν δύο καὶ ἐπάνων τούτων ὀμολογοῦντας ἀποδόσιν τῶν Πέτρῳ ἐξ ἀλληλεγγύης μνήμη Παίνια τῇ ισιώτη ἐξ ἄνθισι χώρᾳ ἐν τῇ κόμῃ μέτρῳ τετραχυμικῷ ἁπαντῆθεν·

12 καὶ ἐπὶ τῇ ἀπετήσεως, γεγονομένης [εἰς] τῆς πράξεως ἐκ τῶν ὀμολογοῦντων ἢ καὶ ἐκ τῶν ὑπαρχόντων αὐτῶν πάντων καθότερ ἐγέρκης καὶ ἐπερισφέντη αὐτῷ ὀμολογήσαμεν. (2nd hand) Αὐρήλιοι Νεῖλος καὶ Ἀπόλλωνα ὁ ὀμολογοῦσιν ἔχειν καὶ πεπληρώθηκε τὴν τιμὴν τῶν τοῦ πυρὸν

1 P. Mich. inv. 407 is light-brown in color and has been cut off rather regularly on all its sides. The writing runs parallel to the fibers on both sides of the papyrus — on the recto which received the body of the text and on the verso which received the docket. At the top and left side of the recto 1.5 cm. are left blank, while the bottom margin varies from between 1.5 cm. to 2.5 cm. Holes mar the surface of the papyrus in several places, although the meaning of the text is never in doubt. After the text was written on the front surface of the papyrus, it was folded once in a horizontal direction and three times vertically, and the traces of these folds are still visible. P. Mich. inv. 407 belongs to a group of papyri purchased in Egypt for the University of Michigan by Bernard P. Grenfell and Francis W. Kelsey in March and April, 1920.
In the consulship of Vulcacius Rufinus and Flavius Eusebius, the most illustrious, 4 Tybi. Aurelius Neilos, son of Sansneos and Asitos, and Aurelius Apollon, son of Midas and Alaunis, both from the village of Euhemeria, acknowledge to Aurelius Petros, son of Zakaon, deacon of a catholic church of the Arsinoite nome, that the acknowledging parties have received from him the price (which they have also agreed to have received in full) of two artabas of wheat and two artabas of vegetable seed using the oilmakers’ measure — which price the acknowledging parties will of necessity repay to Petros on mutual obligation without delay in the month of Payni of the coming, new 7th indiction using the four-choinikes measure in the village and that upon demand for payment [after default] you are to have the right of execution both upon the acknowledging parties and upon all their property, just as if in accordance with a legal judgment. Upon formal interrogation, we made our acknowledgment.

(2nd hand) We, Aurelius Neilos and Aurelius Apollon, acknowledge that we have received and have been paid in full the price of the two artabas of wheat and of two artabas of vegetable seed with the oilmakers’ measure which we shall also pay back on mutual security on the appointed day, as written above. I, Aurelius Heron, son of Apollonios, have written the document for them in their presence, since they are illiterate.

Verso: Note of hand from Neilos and Apollon for 2 artabas of wheat and 2 artabas of vegetable seed.

This papyrus is a sale in advance of the commodities wheat and vegetable seed (cf. P. Col. VII 183; CPR IX 31; P. Heid. V 359; P. Mich. IX 608; SB VI 9282). This type of document is encountered not infrequently in late Roman and Byzantine Egypt, and has been the object of an exhaustive study by A. Jördens (Vertragliche Regelungen von Arbeiten im späten griechischsprachigen Ägypten [=P. Heid. V], Heidelberg 1990, 296ff.). In the present instance two individuals and a deacon of a catholic church are the parties to the agreement. For the church in Byzantine Egypt, see E. Wipszycka (Les ressources et les activités économiques des églises en Égypte du IVe au VIIIe siècle [=Papyrologica Bruxellensia 10], Brussels 1972) 25ff.

The text itself is an objective homology (cf. H.J. Wolff, Das Recht der griechischen Papyri Ägyptens II, Munich 1978, 140ff.). Nonetheless, some subjective elements creep in, particularly in lines 16 and 20.
Notes:
1-2 For the consuls of 347 A.D., see R.S. Bagnall et alii, Consuls of the later Roman Empire, Atlanta 1987. The titles that appear here diverge from those attested elsewhere in that Rufinus is not styled vir clarissimus, praefectus praetorio, and Eusebius is not vir clarissimus, comes (cf. ZPE 28, 1979, 221). The present papyrus was written on the last day of their consulship.
The upsilon and pi of ὑπατείας are separated from each other by a blank space.
3 Canvenou: the spelling Cάνβενος of the often attested and well known proper name Canvenos appears also in P. Oxy. XVIII 2195.164. Canvenos (τοκ) in SB I 5128.9 has been corrected to Canvenos (κ) = canvenos (κ) (cf. BL VII 186). Another possibility, of course, is Canvenos (νο). Canveno in P. Oxy. XVI 2058.68, 85, 103, and 123 is a shortened form of the genitive case of the proper name Canvenos (cf. ZPE 64, 1986, 119f.) — and not a name in its own right (thus D. Foraboschi, Onomasticon alterum papyrologicum 279b).
4 Ἀκίτος: this proper name seems to be appearing in the papyri for the first time in this text. Ἀκίτος may be an indeclinable formation.
Mīda: the proper name Mīdas is seldom attested, although it appears several times in the Zenon archive (cf. P. Lugd. Bat. XXIA 368), in SB XVI 12221 (a text also dated to the III B.C.), and in a few texts from the Roman period — P. Col. Apokrimata 13; P. Nag Hamm. 44a,7; and O. Lund 23.11.
5 Ἀλανία: this name seems to be appearing in the papyri for the first time in this text. Read Ἀλανήθια / Ἀλανία (cf. F.T. Gignac, Grammar II, Milan 1981, 78f.).
6 Euphemiou: cf. A. Calderini and S. Daris, Dizionario dei nomi geografici e topografici dell’Egitto greco-romano II.3, Milan 1975, 184ff., and Supplemento I, Milan 1988, 116f. Calderini and Daris give only five attestations of this village during the entire fourth century. Σακάωνος: for the bearers of this name in the late Roman and Byzantine period, see ZPE 81, 1990, 245.
8-9 ἐξειν . . . ἵν . . . πεπληρώσθαι: instead of the usual, shorter expression ἐξειν καὶ πεπληρώσθαι which is used in lines 21-22 of the present text.
9 τιμή: the nu is represented by a short, horizontal stroke. A similar stroke also appears at the end of lines 12, 17, and 19.
10 πυροῦ μέν: no δὲ corresponds to the μέν. The second item, vegetable seed, is added to the first, the wheat, simply by the use of a καὶ.
11 ἕλαιουργικον μέτρον: cf. P. Col. VII 177.9-10 and the note ad loc. The oilmakers’ measure recurs also in lines 23-24.
16 The expression ἐπὶ τῆς ἄκταιτίμου occurs only in texts from the Arsinoite nome (cf. e.g. P. Cairo Isid. 90.9; P. Col. VII 178a.11; CPR IX 8.7).
17 The scribe has left blank space between the initial omicron and the remaining letters of μολογούντων. Cf. the writing of ὑπατείας in line 1.
2. Lease of land (P. Mich. inv. 6642)\(^2\)

Herakleia
30.3 x 12.3 cm.
13 July 639 A.D.

Tafeln XIX, XX

\(\dagger\) [ἐν ὀνόματι] τοῦ κυρίου καὶ δεσπότου

βα[σίλειας τοῦ εὐσεβ[ε]τ[ά]τος] ἡμῶν δεσπ[ότου] [Φλ[αουῖο]]

4 Ἱ[ρ]κλείου τοῦ αἰσθήματος [Ἀγώνισ(του)] καὶ

Αὐ[τοκράτορος] εἴ[τε] [καὶ] ἐπεί [ιθ]

ἀρχ[ῆ] πν εἰ ἐν δικτίων ἐν ἀρί[στοί] τοιοὶ ἀσ[θέ][η]

Αὐρήλιοι Γε[ρί]ρηις ἀναφαλάξεις υἱὸς

8 Φοιβάμμωνοι καὶ Σοβμάκτα υἱὸς Πεικού

ἀπὸ κώμης Ἡρακλείας τοῦ Ἀρκ[είου] τοῦ νομοῦ

Ἀυρήλιος Φοιβάμμων ἄφω καὶ Πειτόκ[σ]

νῦν Κοσμᾶ καὶ ὁμονύμῳ Γεωργίῳ Φοιβάμμωνος

12 ἀπὸ τῆς Ἀρκεινώτατος ποιῶν χ[αίρειν]· ὑμολογοῦμ[εν]

ἐξ ἀλληλεγγύς ἐκμεμεθοκέναι ὑμῖν

tὰς διαφερούσας ὑμὲν ἐν πεδίῳ τῆς ἡμετέρας
cώμης ἐν τόπῳ κλήρου καλουμένου Πλατατη

16 ἐκ βορρᾶ τοῦ κλήρου τοῦ υἱοῦ Θεοκαρίου ἀρουρ[ας]

όκτω πληρ[ης], ἀρ[υρος] η πληρ[ης], πρὸς τῷ [ὑμί]ν τε[πός]

cπ[ε] τ[ε] [καὶ] καρ[ι] σο[μα] [κα][ε] προσοδεύ[ε] [ηθ]


18 ἐκ τεταρτεκταί[δε] κατά της [ἰ]ν [δικτίων ηθ]

καὶ παρασχομεν [ὑμῖν ύπὲρ τοῦ] φόρου αὐτὸν [ἐ]νευσιο[ς]


24 Ἐπείριον νομίσμα τι καὶ μὴ δύνασθαι ἡμᾶς

ἀγνοονόμησαι περὶ τὴν δόσιν τοῦ αὐτοῦ φόρου

ἐνευσιοῦ[ς καὶ ἐὰν συμβῆ ἐπιθεῖναι

προσθήκῃ ὑπὸ τὸν αρ[ο][υρο]νο[μὴν Μηνᾶ] υἱὸν

28 Βενιάμιν ὥστε καὶ ἡμᾶς παρασχεῖν τὴν προσθήκην(ην)

τῶν αὐτῶν ἀρουρῶν ἀναλόγως καὶ ἐὰν συμβῆ
In the name of our Lord and Master, Jesus Christus, our God and Savior, year 29 of the reign of our most pious master, Flavius Heraclius, perpetual Augustus and imperator, 19 Epeiph at the beginning of the 13th indiction in Arsinoë. Aurelius Georgios, bald on the forehead, son of Phoibammon, and Aurelius Sambas, son of Pekysios, from the village of Herakleia in the Arsinoite nome to Aurelius Phoibammon, alias Patokos, son of Cosmas, and Aurelius Georgios, son of Phoibammon, having the same name, from the city of the Arsinoites, greetings.

We acknowledge on mutual obligation that we have leased to you a total of eight arouras, i.e. 8 (arouras) in total, which belong to us in the plain of our village in the area of the kleros called Plaiaty to the north of the kleros of the son of Thaisarion, on the condition that you sow and harvest these arouras and have profit from them yearly, from the harvest of the coming fourteenth indiction onwards, and that you provide us yearly four gold nomismatia, minus twenty-three keratia as rent for these, on the first day of the month Epeiph — and you cannot disregard the payment of the said rent each year. And if it happens that an additional payment is placed upon the arouras of Menas son of Benjamin, you in your turn will pay the additional payment on the said arouras proportionately, and if it happens that the said arouras are destroyed by the inundation, you will point them out to us and they will be free from taxes and, on the other hand, if they are saved from the inundation and if it happens that the arouras to the west and east and north of these [arouras] will be sown, you will again pay us the same four nomismatia yearly as rent. We have also thrown down upon you the costs as the said Menas (threw them upon us), and if we ourselves want to sow the said [arouras] we shall be free to do so. The lease is valid, and we, having been asked the question formally, have agreed. † We, Georgios and Sambas, assent to what has been written above.

(2nd hand) † Through me, Georgios, has it been drawn up.
Verso: † Lease of 8 (arouras) in total in the plain of the village of Herakleia from Aurelius Georgios and Aurelius Sambas to Aurelius Phoibammon, alias Patokos, and another Aurelius Georgios. †

This papyrus contains a lease of eight arouras of land for a period of time not specified in the lease. Many similar texts have come down to us, and the interest of this text lies in the fact that it is the first papyrus from the year 639 A.D., so far as I have been able to determine. Although the date is only a few years prior to the Arab conquest of Egypt, daily life in Egypt seems to continue in much the same fashion as it had in the centuries immediately preceding.

Several expressions occur in this papyrus for the first time: see e.g. notes ad lines 15, 16, 30, 32-36. Cf. also notes ad lines 7, 18, 29, 33, 38-39.

The scribe’s orthography has been profoundly influenced by his failure to distinguish phonetically between eta and upsilon, in particular in his writing of the first and second person plural pronouns ἶμετι and ἶμετί. He repeatedly writes one, when, in fact, he no doubt intends the other. Although he would have pronounced ἶμετι and ἶμετί in identical fashion, it is likely that in conversation he, like his fellows, avoided the potential ambiguity between the forms of ἶμετι and ἶμετί by gesture and other emphases. Deprived of the additional signals from oral speech, however, the clarity of his written prose is confounded insofar as these two pronouns are concerned.

Notes:
1-2 For the formula of the invocation, see R.S. Bagnall and K.A. Worp, *Chronique d’Égypte* 56, 1981, 112ff. and 362ff. Cf. also *P. Oxy*. LVIII.
3-5 The normal formula for this emperor in the Arsinoite nome is employed (= formula 2 in R.S. Bagnall and K.A. Worp, *Regnal formulas in Byzantine Egypt*, BASP Supplements 2, Missoula 1979, 69). Cf. also *P. Oxy*. LVIII.
7 ἀναφαλακρος: a descriptive epithet often employed in Ptolemaic texts, but only seldom in papyri from the Roman period (cf. J. Hasebroek, *Das Signalement in den Papyrusurkunden*, Berlin and Leipzig 1921. Cf. also G. Hübsch, *Die Personalangaben als Identifizierungsmerke im Recht der gräko-ägyptischen Papyri*, Berlin 1968). The adjective appears again in *SB* I 4668.9-11 (678 A.D.) and in our text. This is a good example of the phenomenon whereby words common in Ptolemaic times disappear in the Roman period, only to reappear in Byzantine texts.
11 One of the lessees bears the same name as one of the lessors (lines 7-8). Add to the examples of ὄμονυμος given in F. Preisigke *WB* II 181 and Suppl. I 199 *P.Oslo* III 99,11 (supple-
mented) and *P. Oxy.* XLVI 3273,7. The same spelling in *SPP* XX 207,2 where ὅμοιο[ν]ς Παμόνιον is a likely supplement.

15 A κλήρος called Πλατατοῦρ appears here apparently for the first time in the papyri. Instead of αἱ a Coptic ḫ is not to be excluded.

16 It is not obvious why the name of the son of Thaisarion is not mentioned, although perhaps his mother was the better known. I have been unable to find this κλήρος in any of the papyri published to date.

18 The verb προσδεόμεν appears only in the following papyri: *P. Congr.* XV 15.50, 76, 77, 84; *P. Köln* VII 322.12; *P. Mert.* II 73.8; and SB I 5268 = *Stud. Pal.* XX 290.3.

20 παρασκευομέν: as in lines 18 and 24, an infinitive (παρασκευέω) is probably intended here. It seems possible, however, that the scribe may also have wanted to write παρασκευάζομεν — i.e. an aorist subjunctive, used with the force of a future indicative (cf. B.G. Mandilaras, *The verb in the Greek non-literary papyri*, Athens 1973, section 363). But if that were his intention, he has again made a mistake, since the form required is παρασκευάζει.


27-28 τὸν ἀρ[ο]ύρων Μνᾶς υἱὸν Βενταυμῶν (Hagedorn’s reading): the arouras of Menas son of Benjamin are either the same arouras as the eight arouras mentioned in lines 14-17 or a not before mentioned and unknown number of arouras in the possession of a certain Menas son of Benjamin but leased by Georgios son of Phoibammon and Sambas son of Pekysios who now sublease them to Phoibammon and Georgios. The summary of the main text on the verso mentions only one parcel of land, namely the eight arouras described in lines 14-17. In lines 35-36 there is a question of τὰ αὐτὰ τέρματα τοῦ φύου ἐτήσιος, i.e. the yearly rent on the said eight arouras (cf. lines 21-23; cf. also the note to lines 32-36). Undoubtedly only one parcel of land is involved. This parcel was once owned by a certain Menas son of Benjamin and was still known under the name of the previous owner (probably it came into the possession of Georgios and Sambas not too long ago). It cannot be established why this name is used only here in the text.

A Benjamin son of Menas occurs in *SPP* X 298 II 3 (Memphite nome; VII/VIIIth century A.D.).

29 I have found the adverb ἀναλόγως only in *CPR* VIII 62.26.

30 ἀναλογοθηναι ὑπὸ τοῦ ὡδότου: for ὡδόρ in the meaning “inundation,” see D. Bonneau, *La crue du Nil*, Paris 1964, 58 and note 4. In the present text the meaning seems to be “an inundation that is too heavy.” If that be the case, it helps to explain, I believe, what seems to me to be a unique use of verbs — ἀναλίκως in this line and σῴζω in line 32. In line 32 the notion of the Nile as the cōτῆρ of all Egypt may influence the choice of the verb σῴζω here (cf. D. Bonneau, op. cit., 240, 312, 330, 350).

Although ὡδότος also appears in line 33, it is only in this line that a diaeresis is place by the scribe over the initial υς (Hagedorn’s reading). Although it is not said dissertis verbis in the text, the lessees did not have to pay the rent under such a circumstance. When the arouras could again normally be sown the lessees had again each year to pay the rent agreed upon (cf. lines 32ff. and note).

31-32 ἀντάς in line 31 (instead of my ὡτε) was read by Hagedorn. The meaning is that if the 8 arouras are not reached by the inundation the lessees have to notify the lessors of this unfortunate circumstance so that the lessors will not have to pay the taxes for the 8 arouras. Although it is not said *dissertis verbis* in the text, the lessees did not have to pay the rent under such a circumstance. When the arouras could again normally be sown the lessees had again each year to pay the rent agreed upon (cf. lines 32ff. and note).

32-36 καὶ πάλιν ἐὰν σωθῶκι . . . τὰ ἀντὰ τέρματα τοῦ ἐτήσιον: these lines cannot mean that if the eight arouras which are being leased are not reached by the inundation, although
the arouras to the west, east, and the north of the leased parcel are, in fact, being inundated, then the lessors will refund the rent (presumably paid in advance for several years to come?) — for in that case some form of the verb ἀποδίδοναι would be required, and not a form of παρέχειν (line 35). The lines apparently mean that if the arouras being leased are like the surrounding arouras in that they too receive sufficient inundation (why is “south” not mentioned in lines 33-34?), the lessees will have to pay the rent already agreed upon. Note that the παρά κερατίων εἴκοσι τριῶν of lines 22-23 has (by mistake?) been omitted here.

33 ἀνατολ(ῶν): for the use of ἀνατολῆ/ ἀνατολαί, instead of ἀπηλλώτης, see P. Babatha 11.5, 18; 19.17; 20.9, 10, 31, 33; P. Dura 26.16; P. Ness. passim, but also e.g. P. Cairo Isid. 2.16; 3.13, 17, 21; 4.4; 5.10, etc.; P. Col. VII 124.5, etc.

36-37 Certain, not specified costs were connected with the plot of land in question. These costs (hardly only taxes) were passed on by Menas to Georgios and Sambas when he sold them the eight arouras as they now pass them on to Phoibammon and Georgios. I have translated καταβάλομεν ἐφ᾽ ὑμᾶς as “we have thrown down upon you” = “we have burdened you with”, a meaning for which I cannot adduce an exact parallel. For the absence of the syllabic augment in καταβάλομεν, see B.G. Mandilaras, op. cit., section 250 (1). μίμησις (Hagedorn’s reading) seems in the papyri only to occur in the expression κατὰ μίμησιν (cf. F. Preisigke, WB II 106).

38-39 The verb ἱδιοκοποεῖν occurs to date only in P.Flor. I 64.34, although attestation of the substantive ἱδιοκοπεῖα is more frequent. I do not see why the lessors must give the lessees permission to till the eight arouras being leased in their own person and not, for example, with the help of hired workers. I believe that the scribe intended to write (ἐ)θέλησαμεν in line 38 and ἡμᾶς in line 39 (cf. the notes to line 20, and lines 32-36). Through this stipulation the lessors gain the ability to end the lease at some point; otherwise no end is envisioned in the contract.

42 The notary Georgios is known. Cf. J.M. Diethart and K.A. Worp, Notarunterschriften im byzantinsichen Ägypten, MPER XVI, Vienna 1986, 79 (Oxyrhynchites 3.1.1/2). One expects a mark of abbreviation at the end of the verb etelioth, but no such mark occurs, perhaps due to haplography. For the intricate design that follows etelioth, cf. P. Mert. II, plate XLIV (= text 98).
Lieferungskauf von Weizen und Gemüsesamen
Landpacht