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TWO BYZANTINE POPYRI FROM THE COLLECTION AT THE  
UNIVERSITY OF MICHIGAN

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## TWO BYZANTINE POPYRI 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When visiting in Ann Arbor during the fall of 1992, Ludwig Koenen offered me the opportunity to study a few unpublished papyri in the rich collection of the University of Michigan.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)<sup>1</sup>

Euhemeria

26 x 14.5 cm.

31 December 347 A.D.

Tafeln XVIII, XX

- Ἵπατείας Οὐλκακίου Ῥουφίνου καὶ Φλ(αοῦ)ίου Εὐσεβίου  
τῶν λαμπροτάτων Τῦβι δ·
- ὁμολογοῦσιν Αὐρήλιοι Νεῖλος Καννέου  
4 μητρὸς Ἀσίτωσ καὶ Ἀπόλλ[λ]ων Μίδα  
μητρὸς Ἀλαῶνις ἀμφότεροι ἀπὸ κόμης  
Εὐημερίας Αὐρηλίῳ Πέτρῳ Ζακάωνος  
διακόνῳ καθολικῆς ἐκ(κ)λησίας Ἀρσινοΐτου  
8 ἔχειν παρ' αὐτοῦ τοὺς ὁμολογοῦντας, ἦν καὶ  
προκομολόγησαν πεπληρῶσθαι, τὴν τιμὴν  
πυροῦ μὲν ἀρταβῶν δύο καὶ λαχανωσπέριμου  
μέτρῳ ἐλευργικῶ ἀρταβῶν δύο καὶ ἐπά-  
12 ναγκες τοὺς ὁ[μολο]γοῦντας ἀποδόσιν  
τῷ Πέτρῳ ἐξ ἀλληλεγγύης μηνὶ Παῦνι  
τῇ ἰσιούσῃ ζζ' νέα ἰνδικτίωνι ἐν τῇ κόμῃ  
μέτρῳ τετραχυνίκῳ ἀνυπερθέτως  
16 καὶ ἐπὶ [τ]ῆς ἀπετήσεως, γιν[ο]μένης [co]ι  
τῆς πράξεως ἔκ τε τῶν ὁμολογούντων  
ἢ καὶ ἐκ τῶν ὑπαρχόντων αὐτῶν πάν-  
των καθάπερ ἐγ δίκης καὶ ἐπερωτηθέν-  
20 τες ὁμολογήσαμεν. (2nd hand) Αὐρήλιοι Νεῖλος  
καὶ Ἀπόλλω[v] ὁμολογο[ῦ]μεν ἔχειν καὶ  
πεπληρῶσθαι τὴν τιμὴν τῶν τοῦ πυροῦ

<sup>1</sup> 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 bears 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.

24 ἀρταβῶν δύο καὶ λαχανοπέρμου μέτρῳ  
 ἐλαιουργικῶν ἀρτάβας δύο ἃ καὶ ἀποδώσο-  
 μεν ἐξ ἀλληλεγγύης τῇ προθεσμίᾳ ὡς  
 πρόκειται. Αὐρήλιος Ἡρώων Ἀπολλωνίου  
 28 ἔγραψα ὑπὲρ αὐτῶν παρόντων ἀγραμ-  
 μάτων.

Verso: χ(ει)ρ(όγραφον) Νείλου καὶ Ἀπόλλωνος [πυροῦ] (ἀρταβῶν) β καὶ λαχανοπέρμου  
 (ἀρταβῶν) β.

8 ἦν: η ex κ 9 προσωμολόγησαν 10 λαχανοπέρμου; μου ex corr. 11 ἐλαιουργικῶ, also  
 in line 24 12 ἀποδώσειν 14 τῆς εἰσιούσης ζ' νέας ἰνδικτίωνος 15 τετραχοινίκῳ 16  
 ἀπαιτήσεως 19 ἐκ 24 ἀρταβῶν; ἃς 26 πρόκειται

#### Translation:

In the consulship of Vulcacijs 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 IV<sup>e</sup> au VIII<sup>e</sup> siècle* [= *Papyrologica Bruxellensia* 10], Brussels 1972) 25f.

The text itself is an objective homology (cf. H.J. Wolff, *Das Recht der griechischen Papyri Ägyptens* II, Munich 1978, 140f.). 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 Κανενέου: the spelling Κάνενεος of the often attested and well known proper name Κανενεῦς appears also in *P. Oxy.* XVIII 2195.164. Κανενέο(τος) in *SB* I 5128.9 has been corrected to Κανενέο(ς) = Κανενέω(ς) (cf. *BL* VII 186). Another possibility, of course, is Κανενέο(υ). Κανενεῦ in *P. Oxy.* XVI 2058.68, 85, 103, and 123 is a shortened form of the genitive case of the proper name Κανενεῦς (cf. *ZPE* 64, 1986, 119f.) — and not a name in its own right (thus D. Foraboschi, *Onomasticon alterum papyrologicum* 279b).
- 4 Ἀσίτως: this proper name seems to be appearing in the papyri for the first time in this text. Ἀσίτως may be an indeclinable formation.  
Μίδα: the proper name Μίδας 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 Ἀλαῦνις: this name seems to be appearing in the papyri for the first time in this text. Read Ἀλαύνεως / Ἀλαύνιος (cf. F.T. Gignac, *Grammar* II, Milan 1981, 78f.).
- 6 Εὐημερία: 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.  
Ζακάωνος: for the bearers of this name in the late Roman and Byzantine period, see *ZPE* 81, 1990, 245.
- 8-9 ἔχειν . . . ἦν . . . πεπληρώσθαι: instead of the usual, shorter expression ἔχειν καὶ πεπληρώσθαι which is used in lines 21-22 of the present text.
- 9 τιμήν: 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 δέ corresponds to the μέν. The second item, vegetable seed, is added to the first, the wheat, simply by the use of a καί.
- 11 ἐλαιουργικὸν μέτρον: cf. *P. Col.* VII 177.9-10 and the note *ad loc.* The oilmakers' measure recurs also in lines 23-24.
- 14 For the meaning of νέα ἰνδικτίων, see R.S. Bagnall and K.A. Worp, *The chronological systems of Byzantine Egypt, Stud. Amstel.* VIII, Zutphen 1978, 30ff.  
ἐν τῇ κώμῃ: i.e. in Euhemeria. Since we do not know where in the Arsinoite nome Petros' church was situated, it is not perhaps so strange that the borrowing parties intend to make their repayment in their own village (cf. *P. Col.* VII 177.13 and the note *ad loc.*).
- 16 The expression ἐπὶ τῆς ἀπαιτήσεως 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 μολογουντων. Cf. the writing of ὑπατείας in line 1.

2. Lease of land (P. Mich. inv. 6642)<sup>2</sup>

Herakleia

30.3 x 12.3 cm.

13 July 639 A.D.  
Tafeln XIX, XX

- † [ἐν ὀνόματι] [τοῦ κυρίου καὶ δεσπότου]  
 Ἰ[η]σοῦ Χριστοῦ [τὸ] ἡ[θ]ε[οῦ] καὶ [σωτήρος ἡμῶν]  
 β[α]σιλείας τοῦ εὐσεβ[ε] (εὐστάτου) ἡμῶ[ν] δεσπ[ό]του [Φλ(αοῦ)ου]
- 4 Ἡ[ρ]ακλείου τοῦ αἰωνίου [Αὐγού(του)] καὶ  
 Αὐ[τ]οκράτορο[ς] ἔ[τ]ο[υ]ς κθ Ἐπειφ ιθ  
 ἀρχ[ῆ]ι γιν[ο]μενος ἐν Ἀρ[κ]ινοιτῶν πόλει·  
 Αὐρήλιοι Γε[ώ]ργιος ἀναφάλακρος υἱὸς
- 8 Φοιβάμμωνος καὶ Καμβά[ς] υἱὸς Πεκυσίου  
 ἀπὸ κόμητος Ἡρακλείας τοῦ Ἀρ[κ]ιν[ο]ίτου νομοῦ  
 Αὐρηλίους Φοιβάμμωνι τῷ καὶ Πατόκω  
 υἱῷ Κοσμᾶ καὶ ὁμονύμω Γεωργίω Φοιβ(άμμωνος)
- 12 ἀπὸ τῆς Ἀρ[κ]ινοιτῶν πόλεως χ[α]ίρειν· ὁμολογοῦμε(εν)  
 ἐξ ἀλληλεγγύης ἐκμεμισθωκέναι ὑμῖν  
 τὰς διαφορούσας ὑμῖν ἐν πεδίῳ τῆς ἡμετέρ(ας)  
 κόμητος ἐν τόπῳ κλήρου καλουμ(ένου) Πλαιατῷ
- 16 ἐκ βορρᾶ τοῦ κλήρου τοῦ υἱοῦ Θαισαρίου ἀρούρ(ας)  
 ὀκτὼ πλήρ(ης), (ἀρούρ(ας) ἡ πλήρ(ης), πρὸς τὸ [ὑμ]ᾶς ταύτας  
 σπε[ί]ρειν καὶ καρ[π]οῦ[σ]θαι [κα]ὶ προσοδεύε[σ]θ[αι]  
 ἐνιαυσ[ί]ως ἀπὸ καρπῶν τῆς εἰσιούσ(ης)
- 20 [τεσσαρεσκα]δεκάτης [ι]ν[ο] (δικτιῶνος) κ[α]ὶ παρασχομεν  
 [ἡμῖν ὑπὲρ τοῦ] φόρου αὐτῶ[ν] ἐνιαυσίως  
 [χρυσ]οῦ νομισμάτια τέσσαρα [π]α-  
 [ρὰ] κεραιῶν εἴκοσι τριῶν ἐπεὶ μη(νὶ)
- 24 Ἐπειφ νεομηνία καὶ μὴ δύνασθαι ἡμᾶς  
 ἀγνωμονῆσαι περὶ τὴν δόσι[ν] τοῦ αὐτοῦ φόρου  
 ἐνιαυσίως καὶ ἐὰν συμβῆ ἐπιθεῖναι  
 προσθήκην ἐπάνω τῶν ἀρ[ο]υρῶν Μηνᾶ υἱοῦ
- 28 Βενιαμῖν ὥστε καὶ ἡμᾶς παρασχεῖν τὴν προσθήκ(ην)  
 τῶν αὐτῶν ἀρουρῶν ἀναλόγως καὶ ἐὰν συμβῆ

<sup>2</sup> P. Mich. inv. 6642 is light-brown in color and has been cut off rather regularly at the bottom and at the left and right sides. After the papyrus was written out, it was folded from right to left, and five vertical folds are still visible. Then it was folded once at the middle, as the one horizontal fold still visible makes clear; it is in the vicinity of this fold that the surface of the papyrus has suffered its most extensive damage. The main text on the recto is written parallel to the fibers, but the docket on the verso, lines 43-44, is written against the fibers. The text of the lease occupies nearly all the available space on the papyrus, and there are virtually no empty margins – except for about 1.5 cm. left blank before lines 1-5 and large space of 4 cm. before line 6, which has been set in eisthesis. A piece of papyrus has been glued on to the back of the papyrus in order to strength it and to provide support – either in ancient times, or much more recently.

The papyrus was purchased in 1934 from the dealer Nahman through the agency of Harry Idris Bell of the British Museum.

- τὰς αὐτὰς ἀρούρας ἀναλωθῆναι ὑπὸ τοῦ ὕδατος  
 ὥστε ἡμᾶς ὑποδείξει ὑμῖν αὐτὰς καὶ εἶναι  
 32 αὐτὰς χωρὶς δημοσίου καὶ πάλιν ἐὰν σωθῶσι  
 ἀπὸ τοῦ ὕδατος καὶ συμβῆ τὰς ἐκ λιβὸς καὶ ἀνατολ(ῶν)  
 καὶ βορρᾶ αὐτῶν ἀρούρας σπαρῆναι ὥστε  
 ἡμᾶς πάλιν παρασχεῖν ὑμῖν τὰ αὐτὰ τέσσαρ[α] νομ(ιςμάτια)  
 36 τοῦ φόρου ἐτησίως. καταβάλομεν δὲ ἐφ' ὑμᾶς  
 καὶ τὰ τιμήματα κατὰ μίμησιν τοῦ αὐτοῦ  
 Μηνᾶ καὶ ἐὰν ἐθελήσητε ἰδιοσπορήσει(ν)  
 αὐτὰς ἄδειαν ὑμᾶς ἔχειν εἰς το[ῦ]το. ἡ μίσθωσις  
 40 κυρία (καὶ) ἐπερ(ωτηθέντες) ὦμ(ολογήσαμεν). † Γεώργιος (καὶ) Καμβᾶς κοι-  
 χεῖ ἡμῖν ὡς πρόκ(εῖται).

(2nd hand)

† *di emu Georgiu etelioth.*

Verso: † μῖςθ(ωσις) (ἀρουρῶν) ἡ πλήρ(ης) ἐν πεδ(ίῳ) κώμ[ης] Ἡρα]κλείας ὑπὸ Αὐρ(ηλίων)  
 Γεωργίου (καὶ) Καμβᾶ εἰς Αὐρ(ηλίους)

- 44 Φοιβάμμ(ωνα) τὸν (καὶ) Πάτοκογ (καὶ) ἄλλ(ον) Γέωργιον †.

11 ὁμωνύμω 14 ἡμῖν 17 τὸ 23 ἐπὶ 24 ὑμᾶς 28 ὑμᾶς 30 ὕδατος 31 ὑμᾶς; ἡμῖν  
 35 ὑμᾶς; ἡμῖν. 36 κατεβάλομεν 38 ἰδιοσπορήσει(ν) 43 αὐρρ pap.

## Translation:

† In the name of our Lord and Master, Jesus Christ, 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.<sup>3</sup> 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.<sup>4</sup>

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 ἡμεῖς and ὑμεῖς. He repeatedly writes one, when, in fact, he no doubt intends the other. Although he would have pronounced ἡμεῖς and ὑμεῖς in identical fashion, it is likely that in conversation he, like his fellows, avoided the potential ambiguity between the forms of ἡμεῖς and ὑμεῖς 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.
- 6 ἀρχ[ῆ]: cf. R.S. Bagnall and K.A. Worp, *The chronological systems of Byzantine Egypt*, *Stud. Amstel.* VIII, Zutphen 1978, 17ff.
- 7 ἀναφάλακρος: 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 und Leipzig 1921. Cf. also G. Hübsch, *Die Personalangaben als Identifizierungsvermerke 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.
- 9 For the village of Herakleia, see A. Calderini and S. Daris, *Dizionario* II.3, Milan 1975, 206ff.; and *Supplemento* I, Milan 1988, 125f.
- 11 One of the lessees bears the same name as one of the lessors (lines 7-8). Add to the examples of ὁμόνυμος given in F. Preisigke *WB* II 181 and *Suppl.* I 199 *P. Oslo* III 99,11 (supple-

<sup>3</sup> Dr. K.A. Worp informs me that in a forthcoming article of his, to be published in a volume of *Journal of Juristic Papyrology* dedicated to the memory of Z. Borkowski (*JJP* 23 ?, the volume number is not yet certain), he will redate *P. Prag.* I 43 to 639 A.D. Dr. Worp's article deals more generally with texts dated to the reign of the emperor Heraclius and his son. Several texts dated to 638 A.D. are already published: *SB* XVI 12492 and 13016 (cf. also *BGU* II 370 + *BL* VIII 25).

<sup>4</sup> Cf. S. Allam, "Observations on Civil Jurisdiction in late Byzantine and early Arabic Egypt," in *Life in a Multi-Cultural Society*, Chicago 1992, 1ff.

mented) and *P.Oxy.* XLVI 3273,7. The same spelling in *SPP* XX 207,2 where ὀ]μονύμ[ου Παμοῦν is a likely supplement.

- 15 A κλῆρος called Πλαιατυ appears here apparently for the first time in the papyri. Instead of αι a Coptic ω 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 κλῆρος in any of the papyri published to date.
- 18 The verb προκοδεύειν 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 παρασχομεν: as in lines 18 and 24, an infinitive (παρασχεῖν) is probably intended here. It seems possible, however, that the scribe may also have wanted to write παρασχῶμεν — 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 παρασχῆτε.
- 27 προσθήκην: the word is abbreviated as προσθήκ(ην) in line 28. Cf. J. Karayannopoulos, *Das Finanzwesen des frühbyzantinischen Staates*, Munich 1958, 124f.
- 27-28 τῶν ἄρ[ο]υρῶν Μηνᾶ υἱοῦ Βενιαμῖν (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 τέσσαρ[α] νομ(ιματία) τοῦ φόρου ἐτήσιως, 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 ἀναλωθῆναι ὑπὸ τοῦ ὕδατος: for ὕδωρ 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 — ἀναλίκω in this line and κόζω in line 32. In line 32 the notion of the Nile as the κοτήρ of all Egypt may influence the choice of the verb κόζω here (cf. D. Bonneau, *op. cit.*, 240, 312, 330, 350).
- Although ὕδατος also appears in line 33, it is only in this line that a diaeresis is placed by the scribe over the initial *upsilon*.
- 31-32 αὐτάς in line 31 (instead of my ὅσπερ) 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 κοθῶσι . . . τὰ αὐτὰ τέσσαρ[α] νομ(ιματία): 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 ἀποδιδόναι 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 παρὰ κερατίων εἴκοσι τριῶν of lines 22-23 has (by mistake ?) been omitted here.

Ἐθῶσι ἀπὸ τοῦ ὕδατος remains a strange expression. Did the scribe perhaps mean ὑπό?

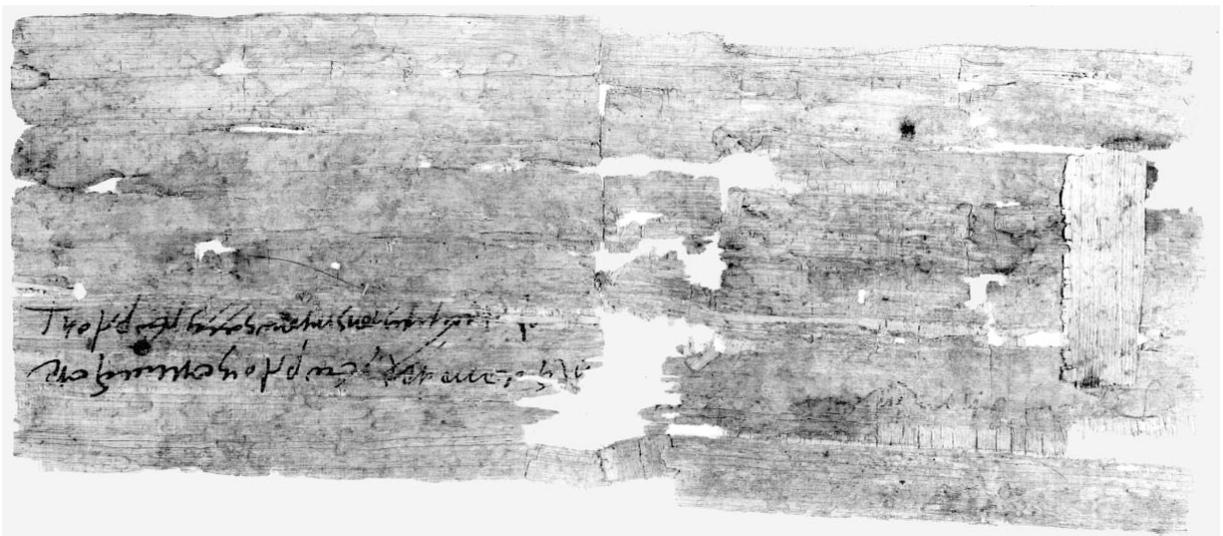
- 33 ἀνατολ(ῶν): for the use of ἀνατολή/ἀνατολαί, instead of ἀπηλιώτης, see *P. Babatha* 11.5, 18; 19.17; 20.9, 10, 31, 33; *P. Dura* 26.16; *P. Ness.* passim, but also e.g. *P. Cairo Isid.* 2.16; 3.13, 17, 21; 4.4; 5.10, etc.; *P. Col.* VII 124.5, etc.
- 36-37 Certain, not specified costs were connected 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’ ὑμῶς 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 ἰδιοσπορεῖν occurs to date only in *P. Flor.* I 64.34, although attestation of the substantive ἰδιοσπορεία 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)θελήσωμεν in line 38 and ἡμῶς 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 *eteliōth*, but no such mark occurs, perhaps due to haplography. For the intricate design that follows *eteliōth*, cf. *P. Mert.* II, plate XLIV (= text 98).







P.Mich. Inv. 407 verso



P.Mich. Inv. 6642 verso

Michigan Papyri