

# TYCHE

## Beiträge zur Alten Geschichte Papyrologie und Epigraphik

Herausgegeben von

Gerhard Dobesch, Bernhard Palme  
Peter Siewert und Ekkehard Weber

Band 21, 2006

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HOLZHAUSEN



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**H O L Z H A U S E N**

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AMIN BENAÏSSA

## An Oxyrhynchite Sale on Delivery from the Reign of Mauricius

Tafel 1

The following papyrus from Yale's Beinecke Library preserves an almost complete 'sale on delivery' in which Aurelius Menas, from the previously unknown Oxyrhynchite hamlet Νεοφύτου τοῦ Χάριτος, acknowledges to have received an unspecified sum of money from the *primicerius* Flavius Iohannes for the delivery of three artabas of vegetable seed after the harvest. Menas has as his guarantor a woman whose relationship to him is unknown (17–18 n.). The formulation of Fl. Iohannes' occupation as *primicerius* on the staff of the *praeses Arcadiae* is unparalleled and not entirely transparent (8–13 n.).

The document is the first example of an Oxyrhynchite sale on delivery in which vegetable seed is the sole object of the transaction (contrast P.Mich. XI 608 [VI], P.Heid. V 359, 360 [VI/VII]; on sales on delivery of vegetable seed, see below, 25 n.). Although the price received by Menas is not recorded in the main clause of the contract, the sum stipulated in the penalty clause and the very few indications of the price of vegetable seed in some other documents of the period suggest a price somewhere between  $\frac{1}{3}$  and  $\frac{2}{3}$  of a *solidus* for the three artabas (42 n.).

Sales on delivery were a widely current type of contract in late antique Egypt. The question whether they should be viewed as sales with advanced payment and deferred delivery, loans of money with repayment in kind (possibly at a usurious interest), or a mixture of the two is still unsettled<sup>1</sup>. Regardless of their legal classification, it can be confidently claimed at least that an important function of such transactions was the feeding of liquid capital to the rural economy in the months leading up to the harvest<sup>2</sup>. A list of sales on delivery, a detailed discussion of their structure and legal clauses (with particular attention to regional variations), and a summary of the debate over their nature can be found in A. Jördens, *Vertragliche Regelungen von Arbeiten im*

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<sup>1</sup> For the older bibliography on the debate, see P.Mich. XI 608 introd. The most important of the more recent contributions are: R. S. Bagnall, *Price in 'Sales on Delivery'*, GRBS 18 (1977) 85–96; H.-A. Rupprecht, *Vertragliche Mischtypen in den Papyri*, in: *MNHMH: Georges A. Petropoulos*, II, Athens 1984, 273–83; and Jördens' work cited below. For literature on sales of wine on delivery in particular, see S. Hodeček, F. Mitthof, *Ein Weinlieferungskauf aus dem Herakleopolites*, APF 51.1 (2005) 77–8.

<sup>2</sup> See R. S. Bagnall, *Egypt in Late Antiquity*, Princeton 1993, 73–5, and cf. idem, *Price in 'Sales on Delivery'* (note 1) 86–7. A correlate of this function is that the buyer providing cash is typically a city-dweller of superior socio-economic standing, as in the case of our papyrus; on this phenomenon see J. G. Keenan, *On Village and Polis in Byzantine Egypt*, Pap.Congr. XVI (1981) 479–85, esp. 482–3.

*späten griechischsprachigen Ägypten*, Heidelberg 1990 = P.Heid. V pp. 296–341; the list is supplemented by eadem, *Die Agrarverhältnisse im spätantiken Ägypten*, Laverna 10 (1999) 152, and S. Hodeček and F. Mitthof, *Weinlieferungskauf* (note 1), APF 51.1 (2005) 78, to which add P.Prag. II 164–166, BGU XIX 2834, and Bodl. Ms.Gr.class. f 34 (P)<sup>3</sup>. P.CtYBR inv. 500 conforms on the whole to the standard Oxyrhynchite formulas, but it contains a number of stipulations that are not frequently encountered in sales on delivery: repayment using the seller’s own measure (μέτρον τῷ ἐμῷ, 28); delivery “in the city” (ἐπὶ τῆς πόλεως, 30); the seller’s responsibility for transport costs (30–1 n.); and, with respect to Oxyrhynchite sales on delivery in particular, the penalty clause (in a somewhat garbled form; see 38–42 n.).

P.CtYBR inv. 500 qua  
Oxyrhynchus

8 × 30 cm

25 February 599  
Tafel 1

The contract is written along the fibres in a tall and narrow column. It is complete at the top and left-hand sides, with no free margins, but line-ends are not always preserved as a result of an irregular pattern of worm-damage on the right-hand side. The papyrus breaks off at the bottom at the beginning of the subscription. A two-line docket runs downwards along the fibres of the back, written presumably by the same hand as that of the front, though in larger and more formal characters.

The papyrus was acquired in 1931 by Michael Rostovtzeff and C. Bradford Welles from an antiquities dealer in Cairo named ‘Dr. Kondilios’<sup>4</sup>.

- 1 † Ἐν ὀνόματι τοῦ  
2 κυρίου καὶ δεσπότητος  
3 Ἰησοῦ Χριστοῦ τοῦ θεοῦ  
4 καὶ σωτῆρος ἡμῶν. Ὑπατ(είας)  
5 τοῦ αὐτοῦ εὐσεβ(εστάτου) ἡμῶν  
6 δεσπότητος ἔτους [ι]ς,  
7 Μ]εχῆρ λ, ι[νδ(ικτίωνος) β.]  
8 Φλαουίῳ Ἰω[άννη τῷ λα]μ[πρ]οτάτῳ  
9 [καὶ αἰ]δεσίμῳ περιμικ[ηρίῳ]  
10 [ἐ]ν [τα]ῖς σχολαῖς τ[ῶ]ν περιμ[ικηρίων]  
11 τῆς ἡγεμονικῆς τάξεω[ς]  
12 ταύτης τῆς Ἀρκάδων [ἐπαρχίας]

<sup>3</sup> Edited by N. Gonis, *Six Documentary Fragments from Oxford Collections*, JJP 33 (2003) 72–5.

<sup>4</sup> I am grateful to Dr. Robert Babcock, curator of the Beinecke’s General Collection of Early Books and Manuscripts, for permission to publish this papyrus and its image. I also thank Dr. Nikolaos Gonis for helpfully commenting on an earlier draft of this article. The work on the papyrus was done on the basis of the digital image available online at <http://beinecke.library.yale.edu/papyrus/> under inventory number 500.



- 13 υἱῷ τοῦ μακαρί[ου] [ - - - ]  
 14 ἀπὸ ταύτ[η]ς τῆς Ὁξυ[ρ]υγγ[ιτωνῶν]  
 15 πόλεως, Αὐρήλιο[ς] Μη[νάς υ]ἱ[ὸς]  
 16 Μουσαίου πρε(σβυτέρου) μητρὸς Μαρίας  
 17 μετ' ἐγγυητρίας Εἰρήν[η]ς θυ[γατρὸς]  
 18 Τουαν μητρὸς Μαρίας ἀμφό[τεροι]  
 19 ὀρμώμενοι ἀπὸ ἐποικί[ου]  
 20 Νεοφύτου τοῦ Χάριτος τοῦ  
 21 Ὁξυρυγγ(ίτου) νομοῦ χαίρειν. Ὁμολογ[ῶ]  
 22 ἐγὼ ὁ πρωτότυπος Μηνᾶς [ἐ]σ[χηκέναι]  
 23 παρὰ σοῦ ἐντεῦθεν [τ]ῆν [συν-]  
 24 [α]ρέσασάν μοι τιμή[ν] [πληρες]  
 25 λαχανοσπέρμου ἀρτά[βων τριῶν,]  
 26 γί(νονται) λαχαν(οσπέρμου) ἀρτ(άβαι) γ, ὄνπερ λ[α]χ[α-  
     ν(όσπερμον)]  
 27 νέον καθαρὸν κεκοσκι[νευμένον]  
 28 μέτρῳ τῷ ἐμῷ ἐπάνα[γκες]  
 29 ἀποδώσω σοι καὶ ἀποκ[αταστήσω]  
 30 ἐπὶ τῆς πόλεως ἰδίους μο[υ ζ]φοίς]  
 31 ἢ κὲ φολέτροις, ἢ κἀγὼ [ὁ τούτου]  
 32 ἐγγυητῆς οἴκοθεν ὑπ[έρ]  
 33 αὐτοῦ διδόναι, ἐὰν ἀγν[ωμονήσῃ]  
 34 ὁ πρωτότυπος, ἐν τῷ [μηνὶ Παῦνι]  
 35 τῆς παρούσης δευτέρας ἰνδ(ικτίωνος) ἐκ]  
 36 καρπῶν τῆς σ[ὺ]ν [θεῶ]  
 37 τρίτης ἐπινεμή[σ]εως  
 38 ἀνυπερθ(έτως). Εἰ δὲ μὴ ἀπ[α]ντήσ[ω,]  
 39 δοῦναί σοι τῆν τιμὴν τοῦ  
 40 λαχανοσπέ[ρ]μου ἐν τ[ῷ] δέο[ν]τι  
 41 καιρῷ, ὁμολογῶ παρασχεῖν [σοι]  
 42 χρυσοῦ νομισματίου δίμ[οιρον].  
 43 Κύρ(ιον) τὸ γρ(αμμάτιον) ἀπλ(οῦν) γραφ(έν) κ[α]ὶ ἐπερ(ωτηθεῖς)]  
 44 ὁμολόγησα. † [ . ] [ - - - ]  
 45 . . . . . [ . . ] [ - - - ]  
 -----

Back:

- ↓ 46 † traces [ . . ] Μουσαίου πρε(σβυτέρου) μετ' ἐγ-  
 γυ(ητρίας) Εἰρήνης θυγατρ(ός) Τουαν ἀπὸ ἐποικί(ου) Νεοφύ[του]  
 τοῦ Χάριτος

47            *vac.*                            λαχαν(οσπέρμου) [(άρταβών)] γ                            *vac.*

4. σωτηρ/, ὑπατ]    5. ευσεβ/    8. φλαουῖω    16. πρ<sup>ς</sup>/    21. οξυρρυχ]    26. γι/ λαχαν] αρτ/ γ, ι. ὅπερ  
30. ἴδιοις    31. ι. καὶ φορέτροις    38. ανυπερθ/    43. κυρ/ το γρ/ απλ/ γραφ[/]    46. πρε/, εγγυη],  
θυγατρ/, εποικ/    47. λαχαν]

“In the name of the lord and master Jesus Christ, our god and saviour. In the consulship of our same most pious master year 16, Mecheir 30, indiction 2.

To Flavius Iohannes, the very distinguished and worshipful *primicerius* in the departments of *primicerii* of the praesidial staff of the province of Arcadia, son of the late N.N., from this city of the Oxyrhynchites, Aurelius Menas, son of Musaeus the priest, mother Maria, with, as guarantor, Eirene, daughter of Touan, mother Maria, both originating from the hamlet Neophytou of Charis of the Oxyrhynchite nome, greetings. I, the aforementioned Menas, acknowledge that I have received from you on the spot the price jointly agreed by me, in full, of three artabas of vegetable seed, total 3 artabas of vegetable seed. I will be bound to repay to you this vegetable seed, new, pure and sifted, at my measure, and I will hand it over in the city with my own animals and (at my own) transport costs — or I, too, the guarantor of this man, (agree) to pay on his behalf, if the aforementioned defaults — in the month Pauni of the present second indiction, from the crops of the D.V. third *epinemesis*, without delay. If I do not present myself (for delivery), (I agree) to pay the price of the vegetable seed at the required time, (and) I agree to hand over to you two-thirds of a *solidus* of gold. This contract written in a single copy is normative, and having been asked the formal question I gave my assent. [ — — — ]”.

(Back) “(Contract of Aurelius Menas, son of) Musaeus the priest, with, as guarantor, Eirene, daughter of Touan, from the hamlet Neophytou of Charis, (concerning) three artabas of vegetable seed”.

1–4. † Ἐν ὀνόματι το[ῦ] κυρίου καὶ δεσπότητος Ἰησοῦ Χριστοῦ τοῦ θεοῦ καὶ σωτῆρος) ἡμῶν: This invocation to Christ is formula no. 1 in R. S. Bagnall and K. A. Worp’s classification of invocation formulas appearing at the start of legal documents; see their *Chronological Systems of Byzantine Egypt*<sup>2</sup>, Leiden 2004, 100. It was instituted by Mauricius in 591, becoming a regular feature of contracts written under his reign, and reemerged under Heraclius in documents from Middle Egypt after a brief eclipse by trinitarian formulas in the intervening period.

4–6. ὑπατ(είας) τοῦ αὐτοῦ εὐσεβ(εστάτου) ἡμῶν δεσπότητος ἔτους [ις]: On this nameless (or ‘antecedentless’) consular formula, see P.Oxy. LVIII 3933.2–3 n. It is typical of Oxyrhynchite documents and is attested only for the reigns of Tiberius Constantine, Mauricius, and Phocas. The *iota* in the year number [ις] is not preserved, but there is clearly a horizontal bar marking the missing number above the lacuna. The occurrence of the anonymous consular formula with invocation formula 1 (see previous n.) and “year 16” can only point to the reign of Mauricius. For the conversion of 30 Mecheir of his sixteenth

consulship to its Julian equivalent 25 February 599, see CSBE<sup>2</sup> 154, 161<sup>5</sup>. The indiction number, which should be β, cannot be read with certainty (a small high trace at 7 probably belongs to the horizontal bar marking the now lost number), but it is confirmed by 35–7 (see n. below).

8–12. Φλαουίω Ἰω[άννη τῷ λα]μ[π]ρ[οτάτῳ καὶ αἰ]δεσίμῳ πριμικ[ηρίῳ ἐ]ν [τα]ί[ς] σχολαῖς τ[ῶ]ν πριμικηρίων] τῆς ἡγεμονικῆς τάξεω[ς] ταύτης τῆς Ἀρκάδ[ων] ἐπαρχίας: This individual is not known from elsewhere. In the civil service *primicerius* designates the head of a department (*schola*) on the provincial governor's staff (*officium*, τάξις); see P.Oxy. LIX 3986.9–10 n. Thus, we find a πριμικῆριος τῶν σιγγουλαρίων (P.Mert. II 95.3 [V]; P.Thomas 27.3 [V/VI]), πριμικῆριος τῶν ἐξκεπτῶρων (P.Mich. XIV 683.1 [V]), πριμικῆριος σχολῆς πραικόνων (P.Oxy. XVI 1901.80 [VI]), πριμικῆριος σχολῆς ταχυδρόμων (P.Oxy. LXIII 4395.13 [499/500]), and, unusually, two πριμικῆριοι τῶν κουαισιτωναρίων (P.Oxy. LIX 3986.10 [494]); but often the particular *schola* headed by the *primicerius* is not specified in the papyri. The formulation of Flavius Iohannes' title here is odd. There was naturally no *schola primiceriorum*; the phrase ἐν ταῖς σχολαῖς τῶν πριμικηρίων means presumably “among the departments headed by *primicerii*”, implying that he is one *primicerius* among others in the *officium* and leaving his particular *schola* unmentioned. The formulation might alternatively suggest that he is the chief of the entire staff (i.e. equivalent to a *princeps officii*); but the office of *primicerius totius officii* is attested only for the staff of higher imperial officials like the *comes sacrarum largitionum* and the *comes rerum privatarum* (cf. *Not.dign.* or. XIII 22, XIV 9–13), and never at the provincial level as far as I know.

As a member of the staff serving the *praeses* of Arcadia, Flavius Iohannes would have normally resided in Heracleopolis (see P.Oxy. LIX 3986 introd.). Members of the provincial imperial service uniformly bore the *gentilicium* ‘Flavius’; see J. G. Keenan, *The Names Flavius and Aurelius as Status Designations in Later Roman Egypt*, ZPE 11 (1973) 58–9. On the typicality and significance of metropolitans as the socio-economically superior parties in sales on delivery, see above, introd. n. 3.

9. αἰ]δεσίμῳ: A “quintessentially middle bureaucratic epithet” (J. Banaji, *Agrarian Change in Late Antiquity*, Oxford 2001, 120 n. 68; cf. O. Hornickel, *Ehren- und Rangprädikate in den Papyrusurkunden*, Giessen 1930, 1–2). The traces of λα]μ[π]ρ[οτάτῳ in the previous line (8) are meager, but the rank of *clarissimus* was very common among *officiales* of the sixth century (cf. N. Gonis, *Notes on Miscellaneous Documents III*, ZPE 159 (2007) 268, n. 5).

13. ] . . . [ : Perhaps Ἰούστ[ου].

16. Μαρίας: Not enough of the fourth letter remains to exclude confidently Μάρθας.

17–18. μετ' ἐγγυητρίας Εἰρήν[η]ς θυ[γατρὸς] Τουαν μητρὸς Μαρίας: For instances of guarantors in sales on delivery, see P.Heid. V p. 304 n. 39 (to which add e.g.

<sup>5</sup> As John Rea has shown in P.Oxy. LVIII pp. 52–7, the count of Mauricius' consular years in Oxyrhynchus began unusually in August rather than on the traditional 1 January, probably coinciding with the start of the Egyptian civil year (Thoth 1 = 29/30 August). His sixteenth consulate, therefore, must correspond to 29.viii.598–29.viii.599.

SB XX 14534.17 [VI]). Women acting as legal guarantors appear occasionally in papyri of the Byzantine period; for the relevant documents (about a dozen) and a discussion see J. Beaucamp, *Le statut de la femme à Byzance II*, Paris 1992, 36–45; add now P.Oxy. LVIII 3938.15–18 (601), an acknowledgment of loan in which a married couple have as their guarantor the daughter of the wife from a previous marriage. As Beaucamp shows, the *senatus consultum Velleianum*, which may have discouraged contracting parties from adopting women as guarantors (since it gave women the possibility of forfeiting their legal obligations through an *exceptio*), does not seem to have had any concrete effect in Egypt. Most female guarantors were relatives of the contracting party, often widows acting on behalf of their children, and they appear especially in loan contracts. Eirene's relationship to Menas — clearly not motherhood — is not specified; there are no certain examples of wives acting as guarantors for their husbands (cf. Beaucamp, *op. cit.* 42; the practice was prohibited by *Nov. Just.* 134.8). A possibility is that Eirene is Menas' mother-in-law (presumably widowed), a situation found also in SPP XX 139 (531) (πενθεράς, 3).

The feminine noun ἐγγυήτρια is rare, attested in P.Rain.Cent. 107.4 (484) (cf. also the proposed restoration of 95.6), SB VIII 9770.10 and SB XVIII 13860.6 (511), which are two fragments of the same loan contract (see P.Horak p. 320 n. 45), and P.Oxy. LVIII 3938.15 (601). It does not otherwise occur in any literary or epigraphic text. Cf. ἐγγυητής at 32 with n., below.

18. Τουαν: This Egyptian name was fairly common in the Oxyrhynchite from the fifth to the seventh centuries.

19. ἐποικί[ου]: It is unclear whether the final trace is *iota* or the descender of an abbreviation sign.

20. Νεοφύτου τοῦ Χάριτος: This toponym is not attested elsewhere. The designation *epoikion* suggests that this was a small rural settlement under the control of a large estate; cf. J. Banaji, *Agrarian History and the Labour Organisation of Byzantine Large Estates*, in: A. K. Bowman, E. Rogan (edd.), *Agriculture in Egypt*, Oxford 1999, 206–7. Comparable place names are the *epoikia* Νεοφύτου Ἀντιόχου in P.Oxy. LXVIII 4702.7 (520) and Νεοφύτου (l. Νεοφύτου) Βάνου in P.Select. 20.3 (592; see BL X p. 113). The place name Νεοφύτου by itself is also attested in a number of documents from the late second to the sixth centuries, in which it is variously designated as κτήμα (P.Oxy. XXXVI 2778.11–12 [II/III]; X 1286 introd. [III]; P.Sorb. I 60.4 [V]), χωρίον (SB I 1945.15 [V/VI]; SB I 1973.20 [byz.]) or ἐποίκιον (P.Oxy. LVII 3914.5–6 [519]); but it is unclear whether these all refer to the same settlement. The examples of Νεοφύτου Ἀντιόχου, Νεοφύτου Βάνου and Νεοφύτου τοῦ Χάριτος suggest that there were various localities called Νεοφύτου (“New Plantation”; on the term cf. P.Köln V p. 167), which were sometimes distinguished from one another by the addition of a personal name, presumably that of the *epoikion*'s current or former owner (in this case a woman by the relatively uncommon name of Χάρις).

23–24. [τ]ῆν [συνα]ρῆσασάν μοι τιμ[ῆ]ν [πληρες: In sales on delivery from the Oxyrhynchite nome, contracts mentioning only indefinitely the price agreed upon are attested more or less in equal proportion to those enumerating the exact price (see P.Heid. V p. 306 with n. 46). This variation does not seem to have been legally or economically significant (cf. P.Heid. V p. 341).

25. λαχανοσπέρμου: This “vegetable seed” was the source of the most commonly consumed oil in late antique Egypt. The vegetable in question was most probably radish (ράφανος) according to F. Morelli, *Il λαχανόσπερμον, il ραφανέλαιον, e il sesamo: olii e oleaginose fantasma*, ZPE 149 (2004) 138–42; cf. differently R. S. Bagnall, *Vegetable Seed is Sesame Oil*, CdÉ 75 (2000) 133–5.

There are about 17 instances of sales on delivery of vegetable seed from the fourth to the seventh centuries A.D., either by itself (8) or mixed with other agricultural products (9). See P.Heid. V p. 304 n. 18 for a list, to which add SB XXII 15728 (Ars.; 347), SB XX 14534 (Ars.; VI), and probably P.Prag. II 164 (Ars.; 493) if λαχανοσπέρμου is the correct restoration at 12 (see the editor’s note *ad loc.* for other possibilities). The quantities transacted in these sales on delivery vary between one and six artabas, the majority falling in the range of 2–4 artabas<sup>6</sup>. Such modest amounts suggest that the seed was purchased mainly for the consumption needs of the buyer and his family. Note, however, that in one sale on delivery (SB 14534) the purchaser is labeled as λαχάνω (*l. λαχάνου*) ἀγορασ[τῆ] (see BL X p. 230), which suggests that he bought the seed to resell it in the city (Bagnall, *Price in „Sales on Delivery“* 88, cites P.Flor. III 314 [428] as an instance of a purchaser buying a product in order to remarket it; in this document, however, the wineseller does not buy “224 knidia of wine”, but rather 1224 Κνίδια κοῦφα, i.e. only empty jars, presumably for the storage of wine; cf. N. Kruit, K. A. Worp, *Two Notes on Byzantine Containers*, MBAH 21.2 [2002] 47).

28. μέτρον τῷ ἐμῷ: Among sales on delivery the measure of the seller is stipulated only in SB VII 9773.14 (Heracl.; 405) (with BL VII p. 214) and P.Prag. II 166.1 (Ars.; VI/VIII).

30. ἐπὶ τῆς πόλεως: Not a usual place of delivery (see P.Heid. V pp. 318–19); cf. SB V 7667.11 ἐν τῇ μητροπόλει; P.Lond. V 1774.13–14 εἰς οἶκόν σου ἐν τῇ αὐτῇ Ἐρμού | πόλει.

30–31. ἰδίους μο[υ ζῳοῖς] ἢ κὲ φολέτροις (*l. καὶ φορέτροις*): The specification that the seller is responsible for the transport costs is not very frequent in sales on delivery, but it may often have been implicit; see P.Heid. V p. 319, and cf. P.Lond. V 1774.14 (Herm.; 570) ἰδίους μου ζῳοῖς καὶ ἀναλώμασιν; SB I 4683.5–6 (Ant.; VI/VII) ἰδίους ἡμῶν | ἀναλώμασιν; P.Ant. I 42.23 (557) ἰδίαις μου ἀναλώμασιν κ(αὶ) ναύλω (l. ναύλω). An identical clause is found in PSI X 1122.27 (VII [N. Gonis, *Seventh-century Oxyrhynchite Documents in the Beinecke Library*, ZPE 153 (2005) 171]; the provenance is Oxyrhynchite [Z. M. Packman, *Notes on Papyrus Texts with the Roman Imperial Oath*, ZPE 89 (1991) 98]); there, however, the reference is not to the final delivery itself, but to the transport of the empty jars that are to be filled with the wine sold in advance.

31–34. ἢ καὶ γὰρ [ὁ τούτου] ἐγγυητῆς οἴκοθεν ὑπ[έρ] αὐτοῦ διδόναι, ἐὰν ἀγν[ω-  
μονήσῃ] ὁ πρωτότυπος: The same clause occurs in the sale on delivery of wine P.Oxy. LXI 4132.25–8 (619); cf. also P.Oxy. XVI 1976.20–21 (582) ἢ καὶ γὰρ ὁ τούτων ἐγγυητῆς

<sup>6</sup> 1 art.: P.Col. VII 177 – 2 art.: P.Cair.Isid. 92; CPR IX 31; SB XXII 15728 – 2<sup>1</sup>/<sub>2</sub> art.: SB VI 9282; P.Heid. V 359 – 3 art.: P.Col. VII 183 – 3<sup>1</sup>/<sub>2</sub> art.: P.Coll.Youtie II 93 – 4 art.: CPR X 107a; P.Lond. V 1774; P.Mich. XI 608 – 6 art.: P.Prag. I 44.

οἴκοθεν ὑπὲρ αὐτῶν | διδόναι, PSI VIII 964.11–12 (VI) [ἢ καὶ ὁ τοῦ]του ἐγγυητῆς οἴκοθεν | [ὑπὲρ αὐτοῦ ἀποδώσω]. These examples are all Oxyrhynchite, and the last two are both loans; comparable is the guarantor's subscription in the Hermopolite sale of wine on delivery SB XVI 12486.21–4 (470): προσομολογῶ δὲ ἐγὼ ὁ ἐγγυητῆς ἀναδέχεσθαι. Εἰ δὲ ἀγνωμονήσινεν (l. -ειεν) ὁ πρωτότυπος, ἐγὼ αὐτὸς οἴκοθεν ὑπὲρ αὐτοῦ ἀποδώσω. In P.Oxy. 4132 and 1976, the clause comes after the repayment date, but PSI 964 is similar to our document in awkwardly inserting the clause before it. Cf. also P.Oxy. LXII 4349.12–13 (504) ἢ καὶ μὲ τὸν τούτου ἐγγυητὴν | ἐνεχόμενον ὑπὲρ αὐτοῦ εἰς καταβολὴν ὑπὲρ τούτων, occurring just before the repayment clause.

31–32. [ὁ τούτου] ἐγγυητῆς: Technically this should read ἡ τούτου ἐγγυήτρια; cf. 17.

33. διδόναι: The infinitive is ungrammatical, but it seems from the parallel examples cited in 31–4 n. to have become formulaic (perhaps to be restored also in PSI 984.12 instead of the editor's syntactically correct ἀποδώσω), probably under the influence of the infinitives dependent on the initial ὁμολογῶ (21). For proper syntax one would either have to insert another ὁμολογῶ (referring to the guarantor) or change the verb to a future indicative (ἀποδώσω), as in SB 12486.24 (cited above, 31–4 n.).

34. ἐν τῷ [μηνὶ Παῦνι: The following specification of the indiction and *epinemesis* (35–7; see n.) shows that the delivery must occur at some point between Pachon 6 (May 1) and epagomenal day 6 (29 August). The restoration of Παῦνι is based on the almost universal stipulation of this month — corresponding to the end of the harvest season — for the delivery of vegetable seed; see P.Heid. V p. 316 with n. 152. The exception is the stipulation of the month Epeiph in two sales on delivery from the Hermopolite nome (P.Lond. V 1774.10; CPR IX 31.12), but this was a particularity of Hermopolite contracts with a parallel in land leases; cf. J. Herrmann, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri*, Munich 1958, 107–8.

35–37. τῆς παρούσης δ[ευτέρας ἰνδ(ικτίωνος) ἐκ] καρπῶν τῆς σ[ὺ]ν [θεῶ] τρίτης ἐπινεμ[ή]σεως: The third *epinemesis* refers to the 'fiscal' indiction beginning on May 1 = Pachon 6, the date of the *praedelegatio* or preliminary tax schedule commonly employed for the reckoning of crops and taxes in the Oxyrhynchite nome; the second indiction, on the other hand, is the usual 'chronological' indiction beginning on Thoth 1 (= 29/30 August); see Bagnall, Worp, CSBE<sup>2</sup> 31–2. It is the latter that must be restored in the dating formula at 7.

38–42. Εἰ δὲ μὴ ἀπ[α]ντήσ[ω], δοῦναί σοι τ[ὴν] τιμὴν τοῦ λαχανοσπέ[ρ]μου ἐν τ[ῷ] δέο[υ]ντ[ι] καιρῷ, ὁμολογῶ παρασχεῖν [σοι] χρυσοῦ νομισματίου δίμ[οιρον]: Penalty clauses are very rare in Oxyrhynchite sales in delivery in comparison with Hermopolite and Antinoite contracts (see P.Heid. V pp. 327–8); the only comparable instance is P.Oxy. LXII 4349.16–19 (504). The present penalty clause is slightly garbled. The scribe is confusing and juxtaposing two formulas: 1) εἰ δὲ μὴ ἀπαντήσω, (ὁμολογῶ) δοῦναί / ἀποδώσω σοι τὴν τιμὴν τοῦ λαχανοσπέρμου ἐν τῷ δέοντι καιρῷ, and 2) εἰ δὲ μὴ ἀπαντήσω, ὁμολογῶ παρασχεῖν σοι χρυσοῦ νομισματίου δίμοιρον. The first clause leaves the 'price' unstated, like the main clause of the contract (see 23–4 with n.), whereas the second specifies the 'price' to be repaid (on the meaning of 'price' in penalty clauses see the following n.). For a similar protasis, cf. P.Mich. XIII 670.12–13 (Aphrodito; 527)

εἰ δὲ μὴ ἀπαντήσω | [ἐν] καιρῷ τὸ προκ(είμενον) μέτρον ὡς προέγραπται (loan of grain); SB VIII 9772.9–11 (Fay.?, VI) εἰ δὲ μὴ ἀπαντήσω τῇ ἐνκιμένη (l. ἐγκειμένη) προθεσμίᾳ ... παράσχω σοι κτλ. (money loan).

42. χρυσοῦ νομισματίου δίμ[οιρον: Z. M. Packman, *Penalty clauses in commodity loans and sales on delivery*, JJP 19 (1983) 21–6, has argued that penalty clauses in sales on delivery which call for the repayment of a specified τιμή on default stipulate simply “a withdrawal from the contract by means of return of the price paid” (26) rather than a penalization of non-performance. Rupprecht, *Vertragliche Mischtypen* 278–9, questions this legal conception of ‘unpunitive penalty’ clauses. Jördens, P.Heid. V p. 328, likewise assumes that the ‘price’ mentioned in these clauses must conceal an addition to the original sum paid (note that some penalty clauses in sales on delivery explicitly stipulate a fine or interest on the original price in case of default; see *ibid.*). Because the vast majority of sales on delivery with a penalty clause do not enumerate in the main clause the price received for the product, it is usually impossible to ascertain directly to what extent, if at all, the penalty sum exceeds the original price of the transaction<sup>7</sup>. It is noteworthy, as Jördens points out (P.Heid. V p. 111), that in sales of wine on delivery the ‘prices’ occurring in the penalty clause are significantly higher than the price range of wine explicit in other sales on delivery (apparently by a factor of 1.5, i.e. the *hemiolia*). The only sale on delivery of this period (fifth to seventh centuries) in which the price of vegetable seed is specified also appears to support the position of Rupprecht and Jördens. In P.Heid. V 359.4–5, an Oxyrhynchite sale on delivery of multiple products assigned to the late sixth/early seventh century, two and half artabas of vegetable seed are sold for  $\frac{1}{3}$  of a *solidus*. This is notably lower than the τιμή of  $\frac{2}{3}$  of a *solidus* for three artabas in our papyrus’ penalty clause, suggesting that the latter is an inflated punitive sum. A sixth-century Hermopolite receipt (BGU XII 2195) implies a relatively higher price of 1 *solidus* minus 4 carats for 4 artabas of vegetable seed (= 8 artabas at 2 *solidi* minus 8 carats). The nature of the transaction behind this receipt, however, is unknown, and the payer is labeled a παραλήμπτης (“ob er die Quittung in seiner Eigenschaft als παραλήμπτης bekommen hat, ist indessen nicht klar” [2 n.]); it is possible, therefore, that the receipt may not accurately reflect the market price of vegetable seed. Finally, it may be worth pointing out that P.Lond. V 1673.199 (VI) implies a price of 1 *solidus* minus 6 carats for six artabas of λάχανον (= 12 artabas at 2 *solidi* minus 12 carats)<sup>8</sup>.

44–45. The exiguous traces of the subscription are too indistinct to permit a secure restoration. It would have run along the lines of Αυρήλιος Μηνῶς υἱὸς Μουσαίου στοι-

<sup>7</sup> The only Byzantine sale on delivery supporting Packman’s thesis is P.Oxy. LXII 4349 (504), where the price received (11–12) and the sum to be paid on default (18–19) are identical.

<sup>8</sup> In SB XX 14534 (Ars.; VI), 25 $\frac{1}{4}$  *metra* of vegetable seed are sold in advance for half a *solidus*. The editor, however, does not comment on this measure or give its equivalent in artabas. Other instances in which vegetable seed is measured by unqualified *metra* are: SB I 7.13, 18 (Ars.; 216) [7 $\frac{1}{2}$  *metra*]; BGU VII 1657.12, 19, 21 (Ars.; 231) [11 and 12 *metra*]; P.Oxy. XVI 2053.21 (Oxy.; VI) [16 *metra*]. Could this refer to the μέτρον ἐλαιουργικόν, which was commonly specified in the earlier period for the measurement of vegetable seed in artabas? This *metron* “was a seven-measure artaba, with each measure containing four choinikes; the artaba thus contained 28 choinikes” (P.Col. VII 177.9–10 n.). This would imply that the 25 *metra* of SB 14534 are equivalent to roughly 3.6 artabas of 28 choinikes.

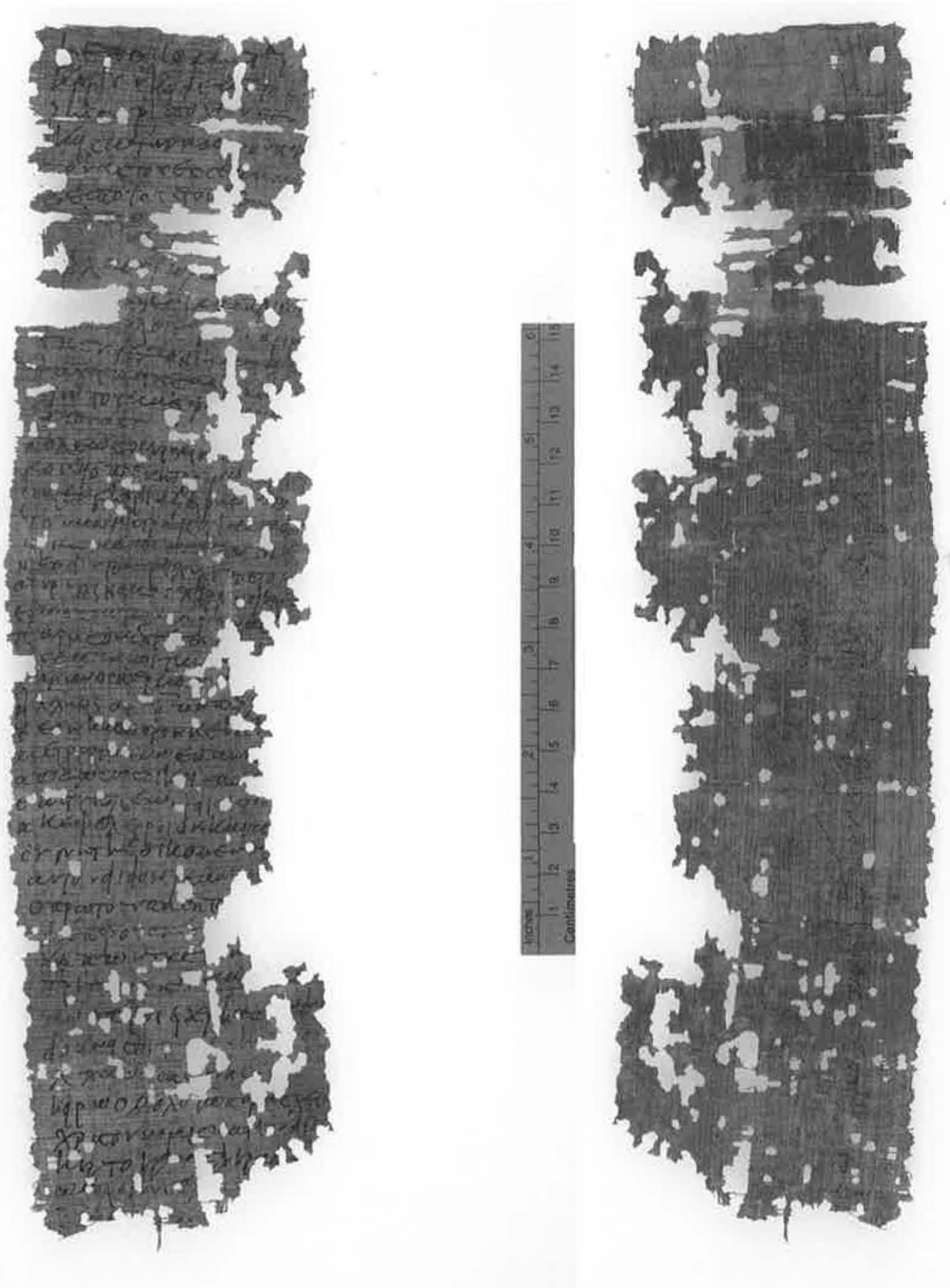
χεί μοι τοῦτο τὸ γραμμάτιον ὡς πρόκειται (probably with some abbreviations). There may have followed an amanuensis' subscription (N.N. ἔγραψα ὑπὲρ αὐτοῦ ἀγραμμάτου ὄντος) and a notarial signature in Latin characters (*di'emu N.N. eteliothh*).

46. The first half of this line of the docket is too dark and abraded to distinguish particular letters among the traces (at least on the image); it can be restored *exempli gratia* γρ(αμμάτιον) Αὐρ(ηλίου) Μηνᾶ υἱοῦ κτλ. on the basis of 15–16 and other dockets of Oxyrhynchite sales on delivery, which are typically labeled γρ(αμμάτιον) in this period (e.g. P.Hamb. III 221.15 [580]; SB XX 15138.13 [581]; P.Oxy. LVIII 3942.37 [606]; LXI 4132.41 [619]).

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zu Benaissa, S. 1ff. (P.CtYBR inv. 500 qua)