

AN ACKNOWLEDGEMENT OF

PAYMENT IN ADVANCE

By  
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P. Cair. Mus. inv. S. R. 3805 (11) Provenance Aphrodito

16.4 x 10.4 cm

6th c. A. D.

Plate III

This papyrus was described as coming from Aphrodito. The sheet of the papyrus has lost its top and bottom. It is folded 3 times. The sheet's back is blank.

The hand in which the papyrus is written is a forward-sloping regular sixth-century cursive. It is a hand of a professional scribe (cf. PCM 67126, PL. I).

At the bottom, there is the subscription of the debtor. It seems that he was one of those people who are described as βραδέως γράφοντες 'slow writers' they normally could add a few words of their own (see H. C. Youtie, βραδέως γράφων Between Literacy and Illiteracy, Scriptiunculae, II, Amsterdam, (1973, pp. 629-651). The debtor began his subscription with the monogram  $\text{ϕ}$ . Also he put dots after the letters ϕ. and λ. of the abbreviated word φλαβίος.

The document is an acknowledgement by a presbyter called Hemōn? son of Dius, stating that he had received in full the payment for 50 pounds of wool. Beforehand it seems that he had agreed with another person, whose name has been lost on the price which was not specified.

The presbyter Hemōn had bound himself to deliver fifty pound of wool, a produce of 6 sheep, at a particular time

(i.e. at the month of Mecheir).

In the contract, the scribe put a trace above both the word πεντήκοντα and the number  $\bar{N}$  of line 7, and another under the abbreviated word ερ ( = ἐραλας ).

As we see, our document is in form of a type called 'An Acknowledgement of a payment in advance (see for instance P. Lond. II, 390, (P. 33); P. Lond. III, 999 (p. 270); ib., 1001 (PP. 270-271); P. Lond. V, 1656; ib.; P. Strassb. I, 1; P. Flor. III, 314; P. AMST. I, 47; ib., 48; P. L. BAT. XIII, 2).

The exact nature of this type has been still disputed (i.e. it is not clear whether the contract is datio in solutum or a genuine sale in advance ( see R. Taubenschlag, The Law of Greco-Roman Egypt in the Light of the Papyri, Milano, (1972), p. 336 ff.; introd. on P. Lond. 1656 pp. 16-17; introd. on P. Lond. 1774, pp. 233-234). Pringsheim in his book, The Greek Law of Sale, Weimar, (1950 pp. 268-86, finds these contracts to be (P. 276) 'a new type of contract' neither sale (because delivering is deferred) nor loan (because the 'debtor' does not receive good' (p. 271). But, R.S. Bagnall in his convincing article 'Price in "Sales on delivery"', GRBS, vol. 18(1977), pp. 85-96, finds that this type of contracts is 'The loan of money to be repaid in kind' (p. 95). For the legal arguments of this type of contracts see F. Pringsheim, op.cit., pp. 268-286, especially p. 282 for Byzantine documents of this type, with a list in note 2; Taubenschlag, op.cit., pp. 336-338;

O. Montevecchi, La Papirologia, Milano, (1973), pp. 213-214.  
ea, Ricerche di sociologi nei documenti dell'Egitto greco-romano, Aegyptus, 24, (1944) pp. 131-158; P. Cair. Isid, 90  
 introd.; P. Mich. XI, 608, introd. with ample bibliography;  
 J.C. Shelton, Papyri from Michigan Collection, Toronto, (1971)  
 Pap. 608, introd. P. 22; Z.M. Packman, CE, 50. (1975), pp.  
 285-296; P.S. Pagnall, op. cit., GRBS, 18, (1977), pp. 85-96.

In our document we may notice that: (1) the price of the wool is not specified as in contracts of dationes in solutum in which the specified price is not essential element, but it is mainly concerned with delivery of the produce bought (see Pringsheim, op.cit., p. 275. (2). To my knowledge, our document deals for the first time with the wool as deferred delivery in this type of contracts (see P.Oxy. 1720 (wine), Stud.Pal XX, 144 (wine) Ross. V, 31 (corn); ibid., III, 85 (corn); ibid. XX 148 (corn), P. Lond. III, p. 270, No 9999 (wine); ibid. III, p. 270 No. 1001 (wine and corn), ibid. V, 1774 (vegetable seed); ibid. 1764 (wine); P.Lond., III, p. 332 (wine); BGU 837 (reed); P.Gen. 15 (corn); P.Flor. III, 314 (wine) ; P.L.BAT XIII, 2 (wine) ; P. AMST. I, 47 (wine) ibid., 48 (wine); P.Mich. IX, 613 (wine); ZPE, 30(1978), 205 (wine). See also O. Montevecchi, op.cit., Aegyptus, 24, (1944) especially pp. 131-158 where the wool did not appear in her list,) (3) Our document gives the utmost average of clip per sheep. It is  $8\frac{1}{3}$  lbs. of wool since the repayment which is 50 lbs. of wool is a produce of 6 sheep. Johanson /West in their book Byzantine Egypt, Economic

Studies, Amsterdam, (1067), p.208, estimate the average of clip per sheep in one flock mentioned in PCM 67141, fol. III, at 7½ lbs. of wool and another flock yields from 4 to 7 lbs. per sheep or lamb (see PCM 67141, III, V. ). (4) The purpose of specification of 6 sheep in order to produce 50 lbs of wool is not understood whereas this specification in PCM 67141, fol. V, " εραι / β λ τα - έραι(ας) (προβάτων) β' λ(τρας)τα is quite clear because it is an account of the estate and the production of the wool has been already collected and known. Conjecturely, if we consider that the utmost average of clip per sheep is 7½ lbs. of wool (see PCM 67141, fol. III, and Johanson/West, op.cit. p. 208), the 6 sheep might yield 45 lbs. of wool. Then, the remainder, the 5 lbs. of wool may be interpreted by two ways: (A) The 5 lbs. of wool could be an interest of the sum and this interest (i.e.  $\frac{5}{45} \times 100 = 11\%$ ) is included in the repayment (see the suggestion of R.S. Bagnal in the case of Aurelia Tetoueis in GRBS, op.cit. p. 96). or (B) This 5 lbs. of wool could be the value of the rent of 6 sheep for 10 months (cf. P. Herm. Rees, 27, in which the rent of one sheep is one lb. per annum. see also note L.7). (5) It seems that this type of contracts as well as the contracts of loan to be repayed in kind determinates the kind of the measure by which the produce bought would be weighted (cf. L. 11 τῷ ἐμῷ καμπάνῳ = by my weight" ZPE, 30, (1978), P. 205. " οἴνου σηκωμάτων τῷ γεουχικῷ σηκώματι ἐξήκοντα τρία =

sixty-three sekomata of wine measured by the state-sekomata"; with P.Mich. IX, 613,6 " τῷ μέτρῳ τῷ δι' ὑμῶν ἐκπεμφθέντι " "by the measure sent out by you"; and Taubenschlag, op.cit. p. 344). (6) It seems that the scribe had obviously in mind that this is a contract of loan therefore the language and terminology of this contract is closely similar to that of loan contracts (cf. LL. 3-5; LL. 8-14 with PCM 67125, 6; Id. 67127, 19-22; Id. 67129, 7-8; 19; 25-27). Consequently, I incline to consider this type of contract as a loan of money to be repayed in kind.

Abbreviation is marked by a single oblique stroke beside the last letter written (ex. L.7, γι/ L.10 ἕνδ/ ) or by a single curve (ex. L. 14 ωμολογ ) or by the symbol  $\frac{\lambda}{\zeta}$  ( = λίτραι ) .

- 1st hand [ 8-9 ] .v. [ π/ φ.λ. 'Ημωνος ]  
 [ Δλου πρεσβυ]τέρ[ου από τῆς (αὐτῆς) κώμης ]  
 [ χ(αί)ρ(ειν) ὁμολο]γῶ διὰ [ ταύτης μου ]  
 [ τῆς ἐγγρά]φου ἀσφαλ[είας ἐσχηκέ]ναι  
 5 καὶ πεπλη[ρ]ῶσ[θαι παρὰ σου τ]ὰς .. τιμὰς  
τελείας ἐρά [ι]ας ἢ [ατὰ ἕξ λί]τρας  
 πεντήκοντα γι/ ἐρ/ ἕξ λ ἦ και  
 ταύτας ἐτοίμως ἔχω παρασχεῖν  
 σοι ἐν τῷ μηνὶ Μεχεῖρ τῆς  
 10 παρούσης πρώτης Ἰνδ(ικτίωνος)  
 τῷ ἐμῷ καμπάνῳ , δίχα τινὸς  
 ἀντιλογίας , ὑποκειμένης πάσης  
 μου εὐπορίας ἄχρι πληρώσεως  
 καὶ ἐφ' ἅπαντα ἐπερωτηθεῖς ὁμολό(γησα).  
 2nd hand 15. φ.λ. "Ἡμω[ν ῥ]Δλου  
 π[ρ]εσβ(ύτερος) ὁ π[ροκ(ειμενος)] συμφο-  
 [νεῖ μοι ὡς προ]κειμέν[ως ]  
 1st hand [ 2-3 ] .. [ 3-4 ] σου [ 9-10 ]  
 [ 4-5 ] πρε]σβυ [τερ 6-7 ]

6- L. ἐρέας

7- L. γί(νεται) ἐρέας (προβάτων) ἕξ λίτρας  
 πεντήκοντα

16- L. συμφωνεῖ

Translation:

..... from Flavius Hemōn, presbyter, son of Dius of the same village, Greeting. I acknowledge by this my written bond that I have received in full satisfaction from you, complete - full prices of 50 pounds of wool per 6 (sheep), total 50 pounds of wool per 6 (sheep); and these I am willing to repay to you in the month Mecheir of the present 1st indiction, by my weight, without any argument, all my property is mortgaged until the payment, and when asked the formal question concerning all this I so declared. (2nd hand) I, Flavius Hemōn, presbyter, son of Dius above-written accept as above stated.....

The beginning of this document would have run as for instance P. Lond. III, 999, 1-4, P. 270; P. Lond. III, 1001, 1-7; P. Strassb., I, 1; P. Flor. III, 314, 1-7; P. AMST, I, 47; ibid. 48 where the document might have contained the date and the names of both the creditor and debator.

LL.1-2 These lines may bear a part of the name of the creditor and the name of the debator. So the lines may be restored as [].ν: [π/ φλ. Ἠμωνος] / [Δίου πρεσβυ]τέρ[ου ἀπὸ τῆς (αὐτῆς) κώμης] cf. PCM 67125, 2-3; PCM 67127, 6-8).

LL. 3-4 These lines may be restored as [χ(αλ)ρ(ειν) ὁ- μολο]γῶ διὰ [ταύτης μου] / [τῆς ἐγγρά]φοῦ ἀσφαλ[είας ἐσχηκέ]ναι cf. PCM 67125, 5-6; PCM 67128, 11-12). For the term ὁμολογία ἀσφαλείας accompanied by the adjective ἔγγραφος see Taubenschlag, op.cit. p. 293-294.

L.5 καὶ πεπλη[ρ]ῶσ[θαι] ]ας .. τιμᾶς :

Although the letters after the lacuna are rather clear, some of them are difficult to read. Also, since the handwriting is not of the same sized (cf. L.10 "17 letters" and L. 14 "27 letters") the number of the letters of the lacuna is indefinite. So καὶ πεπλη[ρ]ῶσ[θαι παρ]ὰ σου τιμᾶς/τελείας καὶ πεπλη[ρ]ῶσ[θαι παρὰ σου τ]ᾶς .. τιμᾶς / τελείας or καὶ πεπλη[ρ]ῶσ[θαι τὰς ἀρέσ]σας τιμᾶς ((καὶ)) τελείας may be restored. Anyhow , τιμᾶς or τιμὴν or τιμῆς would be a part of the ὁμολογία. But there are generally some quite lengthy clauses concerning



the term of payment between the acknowledgement of receiving the payment and the clauses contained the kind of the repayment in lines 6 to 7 (cf. P.AMST, I, 47, 9-13; ibid. 48, 6-10 P.Lond., III, 999, 5-6 (p.270); ibid., 1001, 8-10 (p. 271)

"ὁμολογῶ ἐσχημέναι καὶ πεπληρῶσθαι παρὰ τῆς σῆς εὐλαβείας τῆς πρὸς ἀλλήλους συμφωνημένης τελείας τιμῆς οἴνου νέου .."

and cf. P.L.BAT, XIII, 2, 4-6 "ὁμολογοῦμεν ἐξ ἀλληλεγγύης ἐσχημέναι καὶ πεπληρῶσθαι παρὰ τῆς σῆς λαμπρότητος τὴν μεταξὺ συμφωνηθεῖσαν καὶ συναρέσασαν πρὸς ἀλλήλους τιμὴν οἴνου νέου .. ") .

L,6 ἐραίας ( L. ἐράας ) :  
a regular mis-spelling in the Aphrodito papyri (cf. PCM 67141, fol, V, V., 3)

η[ατὰ ἐξ λι]τρας : this restoration seems possible (cf. L, 7).

λι]τρας : the letter ς is corrected from the letter λ

L.9 Μεχελρ : the letter μ is corrected from χ .  
Anyhow, it seems that the better time for repayment of the wool was in Μεχελρ (i.e. in winter time) since "the winter crop of sheep or lamb was preferred because the weather was believed better for quality or quantity of wool" ( see Jonson / West, op.cit. p. 208).

L.11 τῷ ἐμῷ καμπάνῳ : this contract specified that the wool would be weighted by the measure of the creditor (see p.4)

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[Faded, mostly illegible handwritten text in a cursive script, possibly a letter or document fragment.]

RECTO

