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MUZEUM HISTORII POLSKI

MISCELLANEA PAPYROLOGICA

I

THE ALEXANDRIAN SYNCHORESIS P. VINDOB. G. INV. 25817

Professor H. Lewald has given an editio princeps of the complete text of this interesting deed of a sale of a female slave (ll. 13—17 already in S. B. 5153) with an excellent commentary in *Studi Arangio-Ruiz* III pp. 429—438 (with a photograph). The handwriting is a fairly clear upright cursive, but nevertheless owing to its cursiveness as well as to some gaps it is in some places difficult to read. This applies in particular to the second hand which has written in a firm sloping cursive the registration-mark at the bottom. In fact all the learned editor's attempts to decipher this line as well as ll. 19—20, 24, have failed. Since these lines are of prime importance for the interpretation of the document, I feel justified to reprint the whole text here with some revised readings. The editio princeps perhaps not being ready to hand for every papyrologist I have taken over for the reader's convenience some of Lewald's notes marking them (L).

1 Διοδότῳ ἱερεῖ ἀρχιδικασ̣τ̣[ῇ] καὶ πρ̣[ὸς τῇ] ἐπιμελείᾳ τῶν χρηματισ-
τῶν καὶ τ̣ῶ̣ν̣ ἄλλων κ[ριτ]ηρ[ί]ων
παρὰ Ἀφρ̣οδει[σ]ί̣[ου] Διδύμ̣ου τ̣ο̣ῦ̣ Ἥρωνος ἀπὸ τοῦ Ἀρσινοείτου
ἀπόντος ὑ̣πὲ̣ρ̣ [οὗ̣ αἰ]τεῖ̣ [σ]υν[τελεῖ]ν̣ τὴν καταγ[ρα]φὴν Ἀπολλω-
5 νίδης Μελάνο[υ κά]τ̣οικος ἀπ[ὸ τῶ]ν̣ [ἐ̓]υ̣ο̣ε̣ τοῦ Ἀρσιν[ο]είτου καὶ παρὰ
Τίτου Σ[α]λ̣ουίου Σ[υ]μμάχου κ̣α̣ὶ̣ Τ̣ί[του] Ἰουλίου [Ζ]ή̣νωνος.
Συ[ν]χωρεῖ ὁ Σάλ[ου]ιος Σ̣[ύ]μμαχος πεπρακέναι διὰ συμβεβαιώ-
σ̣ε̣ω̣ς̣ τοῦ Ἰουλίο̣υ Ζή̣νωνο̣ς τῷ̣ [Ἀ]φρ[ο]δεισίῳ διὰ τ[ο]ῦ Ἀπολλω-
νίδου τὴν ὑπάρχουσαν αὐτῷ δούλην Λιγυριανὴν νυνεὶ
10 ἐπικεκλημένη̣ν Νείκην γένι Πο̣ντικὴν ὡς ἐτῶν
δεκ̣ατριῶν ἀπὸ καταπλόου ἁ̣πλῶι χρήματι οὖσαν ἐκ-
τ̣ὸς ἱερᾶ̣ς νόσου κ[αὶ ἐ]παφῆς ἀνακρ[ιθ]εῖσαν κατὰ τὰ προστε-

ταγμένα τειμῆς ἀργυρίου δραχμῶν δισχειλίων ἑξα-
κοσίων, ἃς καὶ ἀπεσχηκέναι τὸν Σάλουιον Σύμμαχον
15 παρὰ [τοῦ] Ἀπολλωνίδου διά τε χ[ει]ρὸς καὶ διὰ τῆς Τιβερίου
Ἰουλ̣[ί]ου Σαραπίων[ο]ς̣ διὰ τῶν ἐπακολουθούντων τρα-
πε[ζιτῶν] οὔσας ἐ̣[κ λ]όγου τοῦ Ἀφ[ρ]οδεισίου, ὃν καὶ ἀπὸ τοῦ ν̣[ῦ]ν
δ̣ι̣[ὰ τοῦ Ἀπ]ολλωνί̣δ̣ου παρειλη[φό]τα τὴν δούλην Λιγυρια-
ν[ὴν κύριον αὐτῆ]ς̣ [μ]ένει̣[ν], ὡ̣ς ἐ̣ν ἄγ[ω]νι δ̣[ι]ἐ̣στη̣σαν · ἀξ(ιοῦμεν)
20 διὰ τῆς τοῦ Ἰουλίου Σαραπίωνος ἐπιδί]δ̣ο̣ντες
"Ἔτους.. Αὐτοκράτορος] Καίσαρ[ος Μάρκου Αὐ]ρηλίου Κ̣ο̣μ̣μ̣ό̣δ̣ο̣[υ
Ἀντωνείνου Εὐσεβοῦς] Ε̣ὐ̣τ̣υχο[ῦς Σεβ]αστοῦ Ἀρμενιακοῦ
Μηδικοῦ Παρ]θικοῦ Σαρματικ[οῦ Γερμ]ανικοῦ Μεγίστου
Βρετανικ(οῦ)
μηνὸς Χοία]χ β'.

25 2nd H. Ποσιδώνι(ος) γρ(αμματεὺς) ἐπὶ τ[οῦ Ἰ]ο̣[υλί]ου καραπίω(νος)
Σατέγρ(αψα).

9 r. νυνί 10 r. γένει 13 r. τιμῆς, δισχιλίων 24 r. Χοίακ

To Diodotus priest, chief-judge and superintendent of the chrematistae and the other courts, from Aphrodisius son of Didymus, son of Heron, from the Arsinoite nome, who is absent and on whose behalf Apollonides son of Melanus catoecus of the 6475 of the Arsinoite nome begs to draw up and register the deed of conveyance, and from Titus Salvius Symmachus and Titus Iulius Zenon. Salvius Symmachus acknowledges that he has sold by joint guarantee of Iulius Zenon to Aphrodisius through Apollonides the female slave Ligyriane now surnamed Nike, belonging to him, of Pontic origin, aged thirteen years, imported, simplae pecuniae, being free from epilepsy and leprosy, examined according to the edicts, for the price of two thousand six hundred silver drachmae, which Salvius Symmachus has received from Apollonides partly from hand to hand partly through the bank of Tiberius Iulius Sarapion in the presence of the bankers being the money of Aphrodisius, who having received the slave Ligyriane through Apollonides will from now onwards remain her master, as they became reconciled in the trial. We beg (for registration) handing (the deed) in through the bank of Iulius Sarapion. The .. year of the Emperor Caesar Marcus Aurelius Commodus Antoninus Pius Felix Augustus Armeniacus, Medicus, Parthicus, Sarmaticus, Germanicus Maximus, Britannicus, the 2nd of the month Choiak. (2nd H.) I, Posidonius, clerk in the bank of Iulius Sarapion, have it registered.

The present document is a deed of a sale of a female slave drawn up in the office of the archidikastes at Alexandria, so it is redacted in the well-known form of a synchoresis (cf. note on l. 25); other sales of slaves in this form are B.G.U. 1059; 1128 and P. Freib. 8, cf. also S.B. 6016 and P. Oxy. I 73, 33—34 (L. p. 430). The constitutive parts of the document are as usual first the address in hypomnematic form (ll. 1—6), the addressee is the chief judge. It is a characteristic feature of this type of documents that, although the deed itself is a one-sided acknowledgement on the part of the vendor, both contracting parties are mentioned as addressers. This is, however, only an apparent inconsistency, for the request for registration of the deed is in fact made by both parties. Lewald rightly observes (p. 431) that the name of the purchaser, who is the interested party, comes always first and thereafter with a renewed παρά the vendor. In the deed proper the purchaser is indeed what Lewald calls „der materielle Erklärungsadressat", but I cannot agree with him when he writes „diese Erscheinung (i. e. the precedence of the purchaser's name) ist keine zufällige. Sie dürfte vielmehr mit der weiteren im Zusammenhang stehen, dass entgegen dem bei Homologien üblichen Schema: ὁμολογεῖ ὁ δεῖνα τῷ δεῖνι κτλ. in denjenigen Synchoreseis, in denen die Erklärung nur einer der beiden Parteien beurkundet wird, der Name des (materiellen) Erklärungsadressaten nicht genannt wird". This comparison with the so-called homologiai halts, because these agoranomic deeds have no address. We may rather compare the leases in hypomnematic form. In these documents too the name of the interested, party, the lessor, precedes. And further in the cheirographa we read always merely ὁμολογῶ and never ὁμολογῶ σοι, while also in the synchoreseis containing an ocknowledgement of both parties ἀλλήλοις may be omitted after συγχωροῦσι (cf. e. g. B.G.U. 1050 and P.L. Bat. VI 20, 27). So I would rather put it the other way round viz. the name of the purchaser is omitted after συγχωρεῖ, because he precedes in the hypomnematic address, which consequently is at the same time a disguised form of hypomnematic address to the purchaser (cf. also note on l. 4). But on the other side I may point out that his name is written after πεπρακέναι. After the address we read the contents of the deed containing the usual clauses viz. the object of the sale (ll. 7—13), the receipt of the price (ll. 13—17), the conveyance of the slave (ll. 17—18) and a short guarentee-clause (l. 19). In ll. 19—20 the request for registration follows. Under the

date (ll. 21—24) there is a free space of 2 cm. Thereafter another hand has written the registration-mark.

The present document dealing with a sale of a slave at Alexandria Lewald takes the opportunity (p. 437) to point out that P.L. Bat. II 7 l. 16 should prove that in that city under circumstances unknown to us the sale of a slave was subjected to a permit to be issued by the prytaneis, so too the editor, E. Boswinkel. That document is an agoranomic deed of a sale of a slave from the Heracleopolite nome dated A.D. 225. Herein all former deeds of sale of the same slave are as usually recorded (ll. 10—18) in order to prove the title of ownership. The passage concerned occurs in one of them (ll. 14—17), in which it is stated that a previous owner had bought the slave from a certain Marcus Aurelius Ilarus, most likely a Roman citizen living or staying in Alexandria, perhaps a slave-dealer. In spite of the fact that the editor has been unable to decipher the end of l. 15 and the beginning of l. 16, he has drawn his conclusion about a so-called permit from his reading of l. 16 only. Now I read on the photograph in ll. 15—16 παρὰ Μάρκου Αὐρηλίου Ἰλάρου ἀποσυσταθέντος I [Οὐ]αλερίου Ἡλιοπαίου καθ' ὑπομνήματος πρυτάνεων ὥστε ἀποδόσθαι τὴν ὑπογε[γραμμ]ένην δούλην i.e. „from Marcus Aurelius Ilarus while Valerius Heliopaius was appointed by decision of the prytaneis as his representative to sell the slave mentioned below". So we learn here that in Alexandria a mandatary was appointed by the prytaneis just as a guardian and a *procurator apud acta factus*, cf. Taubenschlag, *The Law*² 52, 173 ff.

1. Διοδότῳ. The same archidikastes occurs in B.G.U. II 578 of 189 A.D. (L. p. 430). This fact does, however, not imply that the present document dates from the same year, since he may have held the office for more than one year, cf. A. Calabi in *Aeg.* 32 (1952) p. 408. A *terminus post quem* is given by the title Britannicus of Commodus, so the date is between November 29 A.D. 180 and 192 cf. *ibid.* p. 416.

4. ὑ̣π̣ὲρ [οὗ κτλ. The reading ὑπερ is very doubtful and the restoration of this line is not easy. It is evident from ἀπόντος, that the purchaser is not present and consequently he is represented by a *procurator absentis*, for lit. cf. P.L. Bat. VI 20, 7 note and Pringsheim, *The Greek Law of Sale* pp. 215 sq. The only exact parallel is P. Mil. Univ. I 26, a synchoresis of a sale of catoecic land, where we read in l. 3 παρὰ τῆς δεῖνα ... ἀπούσης, ὑπὲρ ἧς πάρεστιν πρὸς τὴν

τελείωσιν τῆσδε τῆς συνχωρήσεως ὁ διαπεμφθεὶ[ς] αὐτῇ (name of the *procurator*) (L. p. 432). It is evident from the traces preserved that there is no space available to read the same wording here, but the restoration as printed in the text renders approximately the same idea. I am quite sure that ὑπὲρ [οὗ πρό]σε[λθ]εν [πρὸς] τὴν as suggested by A. Calabi (L. p. 430) doesnot suite the traces preserved. Lewald proposes (p. 432), with all reserves though, ὑπὲρ [οὗ ἀν]εί-[ληφεν τήνδε] τὴν, but this is for palaeographical reasons absolutely impossible. It is noteworthy that in the synchoreseis which are a deed of sale the συστατικόν is not mentioned, whereas it is in the amicable agreement P.L. Bat. VI 20, 7—9. Further the representative occurs only in the relative clause and not as addresser, whereas the guarantor is together with the vendor an addresser. Is this perhaps due to the fact that it is at the same time meant to be an hypomnematic address to the purchaser?

τὴν καταγραφήν i. e. the present synchoresis (L. p. 434 with the lit. quoted).

5. Μελάνο[υ Lewald suggested (p. 433) μεταπ[εμφθείς], but the middle part of this line until τοῦ was not read by him. The patronymic is what one exspects here.

κά]τ̣οικος ἀπ[ὸ τῶ]ν̣ [ς̓]υ̣ο̣ε̣, the reading of the number is doubtful, cf. for lit. P. L. Bat. III 8, 5 note.

6. κ̣α̣ὶ̣ Τ̣ί[του] instead of Lewald's καὶ [τοῦ], a reading which doesnot account for all traces preserved. Moreover the article instead of the praenomen in the address is unlikely. Both the vendor and his guarantor have the Roman citizenship, they were either veterans of the Roman army or libertini. No domicile being indicated they probably lived at Alexandria or they may have been slave-dealers who came to that city in order to sell slaves.

7—8. διὰ συμβεβαιώσ̣ε̣ω̣ς Lewald has read διὰ συμβεβαιωτοῦ τοῦ writing on p. 433 that this is either an inaccuracy of the scribe instead of the usual μετὰ τοῦ συμβεβαιωτοῦ, or does διὰ refer to a former deed of sale preceding the synchoresis in which the guarantor represented the vendor? The latter alternative is in my opinion unlikely, for in ll. 14—15 we read that the vendor himself has received the price and not through his guarantor. From a linguistic point of view the reading is unlikely on account of the place of the article. Moreover τ cannot be read at the beginning of l. 8. For my own reading we may compare πίστει καὶ βεβαιώσει in P.S.I. XII

1254, 17. On the guarantor cf. Pringsheim, *The Greek Law of Sale* p. 438.

9. Λιγυριανήν instead of Lewald's Λιγυρίαν ⟨τ⟩ήν, for the article may be omitted. Neither name is recorded in Preisigke, *Namenbuch* nor in Pape, *Wb. griechischer Eigennamen.*

10. γένι Ποντικήν. In a deed of sale the nationality of the slave must be mentioned cf. *Dig.* 21, 1, 31, 21, Taubenschlag, *The Law*² p. 80 note 57, and p. 629 note 13.

11. ἀπὸ καταπλόου. The only other evidence for this term is P.S.I. XII 1254, 6 = *Monstra di Papiri Greci di Diritto Amministrativo* nr. 20, translated by Arangio-Ruiz „Avendo comprato all' atto dell' importazione in Egitto da M. Aur. Didymus" (L. p. 435). I can only partly agree with Arangio-Ruiz, I am afraid. The term is written in the description of the slave, so it cannot be taken with ὠνουμένη, which moreover doesnot mean „I have bought", but „I am transacting a purchase". In my opinion it means merely a slave imported into Egypt and even not a slave which the vendor had acquired by act of importation (cf. below note on ll. 12—13, 9°). Reference to such an import of slaves is also made in B.G.U. 1114 [Alex. 8—7 B.C.]. For it is now more likely that in that document ὁ καταπλοῦς (l. 9) means also that the five slaves were brought down by sea to Alexandria, and that it doesnot refer to a transport down the Nile. So the ἔξω τόποι, where the freedman had received the slaves from his patron in order to deliver them at Alexandria, are not somewhere in Egypt, but it means in foreign countries outside Egypt. There is still one more instance of the same term, in the census-declaration P.L. Bat. VI 48, 21 I read on a photograph Ἐλπίδαν ἀ̣π̣ὸ καταπλοῦ.

ἁ̣π̣λῶι χρήματι. The same words occur in the description of the slave in P. Cairo Preis. 1, 14, P. Ryl. IV 109 and P. Freib. 8, 12; διπλῷ χρήματι in M. Chrest. 270, 14 and S.B. 6016, 25. According to Partsch, *P. Freib.* p. 29, followed by P. M. Meyer, *Juristische Papyri* p. 117, these words are the guarantee-clause of the deed of sale by which the vendor had acquired the slave from a former owner. This view is, however, refuted by Pringsheim, *The Greek Law of Sale* pp. 483—486. These clauses refer to the sales in question and not to a former sale. By the words ἁπλῷ χρήματι a sale is characterized as a *venditio simplaria* according to Roman Law, i. e. without warranty = τοῦτον τοιοῦτον ἀναπόριφον. (Dig. 21, 1, 48, 8 *causa ne sit redhibitio, in usu est*). A sale διπλῷ χρήματι is a *venditio bonis con-*

dicionibus i. e. with warranty against all diseases (L. p. 435). Pringsheim may be right that these words refer to the sales in question, but in my opinion he leaves unexplained why words are used which are a Greek rendering of the Latin *stipulatio simplae* and *duplae pecuniae* respectively. These stipulations are, however, the guarantee-clause against eviction to be given by the vendor cf. J. C. van Oven, *Leerboek van Romeinsch Privaatrecht* § 146, and accordingly they occur in Latin deeds of a sale of a slave as such at the end of the contract. In Greek deeds we find correspondingly the βεβαίωσις-clause against eviction on the same place. So it is evident that ἁπλῷ and διπλῷ χρήματι being written in the description of the slave cannot be the eviction-clause. According to Roman Law the vendor of a slave had besides to guarantee *eum hominem sanum esse, furtis noxaque solutum, erronem, fugitivum, caducum non esse praestari*, cf. van Oven, *op. cit.* § 151. In Latin deeds we find this clause expressed with the words *sanum ex edicto*, cf. e. g. Meyer, *Jur. Pap.* 37, 7 = Arangio-Ruiz, *Negotia* 132. The Greek rendering of these words would be ὑγιῆν (κατὰ τὰ προστεταγμένα), but it is a remarkable fact that they never occur in a sale of of a slave, whereas in sales of cattle, for which a similar provision was valid, we do find ὑγιῆν καὶ ἀσινῆν cf. Preisigke, *Wb. s. v.* In sales of slaves we read instead τοῦτον τοιοῦτον ἀναπόριφον, which is according to van Oven, *op. cit.* § 155, a stipulation meaning that the edict was not to be applied. But this conclusion implies that it never was in Egypt. It is, however, known, that the classical jurists have already interpreted the term *sanum* in various ways. Originally it was a guarantee-clause against all diseases and defects, but afterwards it was restricted to hidden physical defects only cf. on Dig. 21, 1, 14, 10 van Oven, *op. cit.* § 154. On this account it seems just possible to me that the Graeco-Egyptians did actually give the guarantee-clause *sanum esse*. But they expressed themselves apparently more carefully on account of the uncertainty of its interpretation by mentioning the diseases by name viz. ὄντα ἐκτὸς ἱερᾶς νόσου καὶ ἐπαφῆς or ἀναπόριφον πλὴν ἱερᾶς νόσου καὶ ἐπαφῆς. The preceding words τοῦτον τοιοῦτον may mean not so much „such as the slave is", as rather „such as the purchaser sees him" i. e. „*non redhibiturus*" on account of a *morbus qui omnibus potuit apparere*. If this view is right, the vendor in the present deed gives the stipulation *sanum esse* in its restricted sense and by the words ἁπλῷ χρήματι it is emphasized that he does

not guarantee any loss in value or damages caused by the slave; so this clause may mean the *restitutio in integrum* = *simplae pecuniae*, cf. van Oven on the *actio redhibitoria* (*op. cit.* §§ 150—152). On the other hand in the deeds with the clause διπλῷ χρήματι the vendor doesnot only guarantee that the slave is *sanus* (here also in its restricted sense only), but moreover that he is πιστὸς καὶ ἄδραστος = *erronem, fugitivum non esse*, i. e. a guarantee against *vitia animi*, cf. Dig. 21, 1, 4, 3. These defects of character are apt to cause damages to the purchaser, so on this account a higher penalty-clause is stipulated for now entitling the purchaser to sue the vendor for eventual damages. The clause may mean restitution of the slave against the double price, or does it refer to indemnification of twice the valued damages? cf. on the „actio empti" van Oven *op. cit.* § 154. But these are on the whole only some ideas which occurred to me, the solution of the problem I rather prefer to leave to the jurists.

ἐπαφῆς Pringsheim, *The Greek Law of Sale* pp. 466 sq. has now advanced convincing arguments that this word has a medical meaning (L. p. 436).

12—13. ἀνακρ[ιθ]εῖσαν κατὰ τὰ προστεταγμένα. The process of the *anakrisis* of slaves is still an unsolved problem (L. p. 436), but nevertheless it may be useful to summarize here once again all data available.

1⁰ It was based on a legal provision κατὰ τὰ προστεταγμένα in the present document and P.S.I. 1254, 8—9; κατὰ τὰ κελευσθέντα P. Oxy. 1463, 12, cf. also P.S.I. 1055, 19. This law was apparently in force in the other provinces of the Roman Empire as well, cf. B.G.U. 913, 8 of Myra in Lycia, as restored by Preisigke *B.L.* I p. 82: οὗ αἱ κατὰ τὸν νόμον πρὸς τὴν προ[γεγραμμένην ὠνὴν εἰκόνες δηλοῦνται], or as I would rather suggest πρὸς τὴν προ[στεταγμένην ἀνάκρισιν εἰκόνες ὑπόκεινται].

2⁰ The application for examination was handed in by the intending purchaser. Essential elements herein are: 1) the name of the vendor, who also signs the application (P. Oxy. 1463); 2) his title of ownership (P.S.I. 1254, 15 sq,); 3) the name of the slave, his nationality (γένει 'Ασιαγενῆν in P. Oxy. 1463, so according to Gnomon § 67 an imported one; γένει Μακεδονικόν in P.S.I. 1254; the slave in Stud. XXII 60 may have been an οἰκογενής, although the text as printed doesnot mention the slave's origin, but exactly on this account I doubt the correctness of Wessely's reading of l. 14),

and a description of the slave. This description is a very brief one as compared with B.G.U. 1059, 19 sq. or with that of the runaway slaves in P. Paris 10 = Meyer, *Jur. Pap.* 50. It contains only the age and one apparently characteristic peculiarity, P. Oxy. 1463, 10: λευκόχρουν and P.S.I. 1254, 7: οὐλὴ βραχεῖα ὑπὸ γένειον.

3⁰ The officials charged with the examination are: 1) the custom-house official of the station by which the slave was imported into Egypt, P. Strassb. 79 of the ἱερᾶς Συηνητικῆς πύλης, and perhaps also in this quality the nomarch of the Antinoopolite in P. Oxy. 1453, 2) at Alexandria the hypomnematographus, P.L. Bat. II 7, 21—22; P.S.I. 1254 (the document is only an extract of the original hypomnema and as such no place-names occur in it. But on account of the fact that it was found at Oxyrhynchus Arangio-Ruiz, *Monstra* nr. 20 takes the hypomnematographi to be the magistrates of that city. The purchaser was most likely an inhabitant of that city. The vendor, however, was rather an inhabitant of Alexandria, who had bought the slave about a year before from a Roman outside Egypt (in his deed the slave is not yet ἀπὸ καταπλοῦ) and imported him into Alexandria. So the examination was also held in Alexandria, see below sub 7⁰, cf. also Oertel, *Die Liturgie* pp. 351 sq.); M. Chrest. 171, 15 sq.; probably the present document; and perhaps also M. Chrest. 270, 6 sq. (I cannot agree with von Woess, *Unters. über das Urkundenwesen* p. 83 that here the δικαιοδότης is meant; in my opinion ἐπὶ [τῆς δι]καιο[δ]οσίας [τ]ῶν οἰκετῶν is merely in the office which hands out the δίκαια (papers) of the slaves). 3) In the *chora* the strategus of the nome, Stud. XX 71; XXII 60; P. Ross. Georg. III 27.

4⁰ After the examination a certificate, also called ἀνάκρισις, was handed out to the purchaser. This was according to Preisigke, *Fachwörter*, cf. P. Oxy. 1463 introd., the slave's passport or identity-card.

5⁰ Such an ἀνάκρισις was handed out for: 1) slaves imported into Egypt, P. Strassb. 79; perhaps also P. Ross. Georg. III 27; P. Oxy. 1463, but here on occasion of a sale. 2) Slaves on being sold from the *chora* to Alexandria, Stud. XXII 60 (the purchaser is an Alexandrian). 3) Slaves sold from Alexandria to the *chora*, in as far as the identity can be established most of them were imported from abroad, in my opinion also in P.L. Bat. II 7, for a previous owner had bought the slave ἐν τοῖς ἔξω τόποις, which is according to the editor in the *chora*. But the words ἔξω τόποι may mean either

„in the city-territory outside the city-gates" as in B.G.U. 1139, 13 of Lycopolis (cf. Ἐξωπύλης in P. Berl. Möller 5, 2 with note), or „outside Egypt" as in B.G.U. 1114, cf. above note on l. 11. His deed of sale is called a δίπλωμα Ἑλληνικόν (l. 17). Only contracts drawn up outside Egypt are styled thus. P. Ross. Georg. III 27, 5 in Pentapolis in Cyrenaica and B.G.U. 913, 3 in Myra in Lycia. It appears from the latter document that it is a sealed deed, i. e. with a scriptio interior and exterior (cf. for such Latin deeds Arangio-Ruiz, *Compravendita* pp. 184 and 196 n. 2), so it is what in Egypt is called a ἑξαμάρτυρος συγγραφή. The slave is called ἐγχώριον in l. 19, it is true, but if this was Egypt, the following ἐνγενῆ would be unusual, so it is more likely that in the lacuna at the beginning of l. 20 her native country was written.

6⁰ It is known that in Egypt owners of slaves had to give notice of the birth of slaves and received a birth-certificate, οἰκογένεια, cf. Schubart, *Racc. Lumbroso* pp. 49—67. This was probably the slave's identity-card which was handed out to the creditor, when the slave was mortgaged, B.G.U. 1147 = Meyer, *Jur. Pap.* 45, 25—26, cf. also B.G.U. 1150, 10 sq. But did this certificate remain also valid, when the slave was sold, or was a new ἀνάκρισις-certificate to be issued then? In fact in no deed of sale we read that the birth-certificate was passed on to the purchaser. On the other hand the birth-certificate P.S.I. VI 690, 14—16 (cf. Schubart, *loc. cit.* pp. 52, 55) is said to be valid πανταχοῦ ἐφ' οἷς περιέχει. The birth-certificate P. Berl. 13295 (= S.B. III 6695) is dated in the 8th year of Hadrian, a fifth hand acknowledges the document to be χωρὶς ἀλείφα[το]ς κ[α]ὶ παρεπιγραφῆ(ς) πάσης and a sixth hand has written the date, probably the eleventh year, so at least three years after the notification itself was written. According to Schubart, *loc. cit.* pp. 51, 54, 55, 57, the document should be the original, which was either handed in three years after it was written or it had remained during that period in the office (Enkteseon Bibliotheke? or Katalogeion?) before being verified. In my opinion the document is rather the copy handed out to the owner and passed on to a purchaser who bought the slave three years later. On this occasion an official has examined the certificate and acknowledges that it is authentic (cf. below sub 8⁰ on P. Strassb. 79). In three deeds of a second sale of a slave we read that the slave was ἀνακριθεὶς ὡς διὰ τοῦ προτέρου χρηματισμοῦ δηλοῦται, P. Oxy. 1706, 19—20; P.S.I. 182, 18 and P. Oxy. 1209, 19—20. The condition of

the first two documents doesnot allow to identify the origin of the slaves, but in the last one the slave was certainly a house-born one, so it may be the other two were perhaps too. It is just possible that of these slaves no birth-certificate was available, as it often happened not to be (cf. on M. Chrest. 372 VI Schubart, *loc. cit.* p. 58), and that the first deed of sale contained an official description of the slave. So no separate ἀνάκρισις-certificate was issued, but the deed was valid as such. In fact B.G.U. 1059 [Alex., reign of Augustus] is probably such a deed, for we read in ll. 6—7: ἧς τὰ ἔτη καὶ αἱ εἰκόνες ὑπόκεινται, and in ll. 19 sq.: ἔστιν δὲ ἡ δούλη Μοῦσα followed by a detailed personal description; a similar description at the bottom of the deed is perhaps also referred to in Stud. XX 71, 9—10, cf. also above sub 1⁰ on B.G.U. 913.

7⁰ When a slave was sold outside the place where he was registered, the examination was held without the slave being presented, P. Oxy. 1463, 28—29 perhaps: ἀκολούθως τοῖς σημ]είοις τῷ ὑ̣π̣[ομνήματι ἐγγεγραμμένοις] - - γνωρίζων „acknowledging (the identity of the slave) according to the description as written in the hypomnema", but the official doesnot accept responsibility, l. 31 perhaps σα]υ̣τοῦ κεινδύ̣[νῳ. So it is evident, and the other documents donot contradict this view, that the examination was not held on the spot of the sale, but where the slave was registered for the first time, which is most times the place, where the vendor lives.

8⁰ The evidence available proves that the examination was only held when a slave was sold for the first time in Egypt (doubtful on this point von Woess, *Unters. über das Urkundenwesen* p. 175). The certificate issued then was thereafter passed on to the eventual other purchasers, cf. P. Oxy. 1209, 19—20; 1706, 19—20; P.S.I. 182, 18; M. Chrest. 171, 15; 270, 6, 17; P. Mich. VIII 1098; P. Strassb. 79, 9—10: ὡμολόγησεν Δ. 'Ι. ὁ ἀποδόμενος καὶ ἀμε[τανοήτως ἀποδεδωκέναι (?) (or perhaps rather ἀμε[τάθετον (= χωρὶς ἀλείφατος καὶ ἐπιγραφῆς) ἀναδεδωκέναι) τὸ σύ]μβολον τῆς ἱερᾶς Συηνητικῆς π[ύ]λης, ἐν ᾧ αἱ εἰκόνες αὐτῆς δηλοῦν[ται; and P.L. Bat. II 7 where I would suggest to read in ll. 30—31, καὶ ἀνέδωκ]ε̣ν̣ Αὐρηλία Ταλβαῦις τῇ ὠ̣ν̣ο̣υ̣μ̣[ένῃ ἥ]ν δε (l. τε) εἰς αὐτὴν ἐ̣τ̣έ̣θ̣η(?)[καταγραφὴν καὶ τὴν ἀπογραφὴν καὶ] τ̣ὴ̣ν ἀνάκρισιν πρὸς ἀσφαλεία̣ν̣ α̣ὐ̣τ̣[ῆς.

9⁰ It is known that in antiquity in most countries the export of indigenous slaves was prohibited by law, cf. Taubenschlag, *The Law*² p. 79 note 56. So it was under the Ptolemies, cf. *ibid.*, and also in the Roman Empire, cf. for Lycia B.G.U. 913, 6: κατὰ [τοὺς

περὶ ἀλλοτρ]ιώσεων σωμάτων νόμους, and for Egypt Gnomon §§ 64, 66, 68. Export of slaves was allowed only with passports, which will have been issued less easily for an indigenous one than for an imported one. So it was for administrative reasons necessary to know the nationality of the slaves. Schubart, *Racc. Lumbroso* pp. 59—60, has already pointed out that Gnomon § 67 (cf. also Riccobono, *Il Gnomon* note *ad loc.*) refers to a registration of the slaves in Egypt in two „Standesgruppen, the οἰκογενεῖς and the ὠνητοί, cf. also Taubenschlag, *op. cit.* p. 80 n. 57, 629 and in the census-declarations M. Hombert et Cl. Préaux, *P.L. Bat.* V pp. 116, 119, 120, 123. In this light we have probably to see the ἀνάκρισις of the slaves too. The present document is the earliest evidence in date of the term itself. The procedure can, however, be traced back to the days of Augustus, cf. sub 5⁰ and 8⁰ on P. Strassb. 79 [16—15 B.C.] and sub 6⁰ on B.G.U. 1059 [reign of Augustus]. It may already date from the Ptolemaic period just as the ἀπογραφαί of slaves, cf. Taubenschlag, *op. cit.* 611, 613, but no evidence is available. There are several data which may justify the conclusion that the procedure was meant to control not only the import and export of slaves, but also any other change in their *status servitutis*. For this reason the highest local administrative authorities were charged with it (cf. sub 3⁰) and is moreover the indication of the slave's nationality an essential feature in it (cf. sub 2⁰ and 6⁰). Grenfell and Hunt, P. Oxy. 1463 introd., have already pointed out that the process was preliminary to the sale of a slave. It was applied for by the intending purchaser and not by the vendor. So it is apparently not only the slave's passport, but at the same time also an official permit for the transaction, in P. Oxy. 1463, 30—31 we may perhaps restore τὴν ὠνὴν] ἐπὶ τέλο̣[ς ἄγειν. We need not wonder that this passport or permit was written out on the purchaser's name. For he had now to register the slave, cf. Gnomon § 60, and to this end he needed no doubt the certificate as a piece of evidence of the official approval of the change in the slave's status servitutis. An imported slave was registered as an ἀπο καταπλόου (cf. note on l. 11) and when sold he became an ἀγαραστός, or ὠνητός, γένει e. g. Ποντικός. When a houseborn slave was sold, his new owner registered him as an ἀγοραστός, or ὠνητός, ἐγχώριος. If this interpretation of the procedure is correct, it is evident that it is not accidental that we hear only of the procedure when a slave was sold for the first time, for further sales did not alter the slave's status any more

(cf. sub 8⁰), provided of course that he remained in the country or perhaps even in the same nome. It is likely that slavedealing between Alexandria and the *chora* was subject to control by means of the ἀνάκρισις, cf. sub 3⁰ 2; 5⁰ 2—3 and 8⁰; we find in fact among the indigenous slaves an ἐνγενὴς Αἰγύπτῳ in B.G.U. 1059, 6 and ἐνγενὴς 'Αλεξανδρείᾳ in P. Freib. 8, 12; S.B. 6016, 22; 6291, 12. But it is possible that a permit was also required, when a slave was sold from one nome to another, because all slaves, ὠνητοί (cf. e.g. S.B. 5808) as well as οἰκογενεῖς, were registered in the βιβλιοθήκη ἐγκτήσεων and could be mortgaged. So slaves were apparently „immovable property".

15—16. διά τε χειρὸς κτλ. The present document is the only instance quoted by Preisigke, *Girowesen* p. 186 for payment partly in cash partly by bank, see now also S.B. 6016, 29—30; in P.L. Bat. VI 8 we find payment by two different banks (r. in l. 25 τὰς λο]ιπὰς).

διὰ τῆς Τιβερίου 'Ιουλ[ί]ου Σαραπίων[ο]ς sc. τραπέζης. This bank is to be added to the list of banks by A. Calderini in *Aeg.* 18 (1938) 244 sq. We have here either the noteworthy fact that Aphrodisius, an inhabitant of the Arsinoite, had a banking-account at Alexandria, or the money was paid by Apollonides to the account of Salvius Symmachus; the term διαγραφή may have either meaning cf. Preisigke, *loc. cit.* A clear instance of the latter procedure is P.L. Bat. VI 8 (r. in l. 9 (ἃς) ἐχ(ώρησεν) „which she paid in (to the account of").

16—17. διὰ τῶν ἐπακολουθούντων τραπε[ζιτῶν]. The presence of the bankers is essential for the validity of the payment.

17. οὔσας ἐ[κ λ]όγου. The provenance of the money must be emphasized with a view to the purchaser's title of ownership, Pringsheim, *The Greek Law of Sale* p. 216, cf. P.S.I. XII 1228 (L.p. 437).

ὃν καὶ There is no reason to correct with Lewald (p. 430) ὃν into ὃς. The relative clause is often written in the acc. c. inf., as it is also done in l. 14.

18. παρειλη[φό]τα For παραλαμβάνειν in Greek deeds of sale, not the Latin *traditio*, cf. Pringsheim, *op. cit.* pp. 225 sq. (L. p. 438).

19. κύριον αὐτῆ]ς [μ]ένει[ν] The guarantee-clause is given here in the form of the *stipulatio, habere licere* which implies that the vendor undertakes to indemnify the purchaser in case of eviction, cf. van Oven, *Leerboek van Romeinsch Privaatrecht* p. 258.

ὡς ἐν ἄγ[ω]νι κτλ. The reading of some letters is rather doubtful, but it is the best I could get out of the traces preserved. We may compare the words περὶ τῶν διεσταμένων at the beginning of the synchoreseis published in B.G.U. IV, a relic of the original meaning of the synchoresis, the demotic „Prozessrezess", cf. Meyer, *Jur. Pap.* p. 93.

ἀξ(ιοῦμεν). Lewald's reading ὁ ἀποδ-[όμενος is from a palaeographical point of view impossible. The request for registration is the usual ending of a synchoresis. With full particulars it occurs only in P. Mil. Univ. I 26, 20.

20. ἐπιδί]δοντες. There is no parallel for this participle after ἀξ(ιοῦμεν), so the restoration of the beginning of this line cannot be but tentative. An alternative restoration would be τήνδε τὴν συνχώρησιν ἐπιδί]δοντες, but this must be rejected on account of the fact that it doesnot fill the the lacuna. The restoration as printed in the text is suggested by my reading of l. 25. At the end of the line there is a gap with space for about seven letters, but it doesnot seem likely to me that still another word followed.

25. This line contains the registration-mark. According to Lewald (p. 438), following Schubart in Archiv V p. 56 n. 3, the synchoreseis with a registration-mark should be the original deeds handed in to the archidikastes (but how could these then have been found in the *chora*?), whereas those without one were the copies handed out to the parties concerned. In my opinion the documents with a registration-mark are copies handed out to the parties. The synchoreseis without a registration-mark may have been the copies forwarded by the *katalogeion* to the local βιβλιοθήκη ἐγκτήσεων (cf. P. Mil. Univ. I 26, 20), B.G.U. III 741 and P.L. Bat. VI 20, which are ἀντίγραφα, of course excepted.

The present registration-mark is rather surprising by not being written by the *katalogeion*, but by a clerk of the bank. So it is evident that, although the deed is drawn up in the form of a synchoresis, the contract is actually made in the office of the bank, and that the parties have not been in the office of the archidikastes at all. The bank has apparently deposited the original in the *katalogeion* (cf. l. 20) keeping most likely a copy for its own archives. The present copy has been handed out by the bank to Apollonides on behalf of Aphrodisius.

Originally the document may have contained one column more, now lost, with either a dependent *diagraphe* as S.B. 6016 is, or

perhaps rather on account of its date, cf. O. Gradenwitz in *Mél. Nicole* pp. 193—210, as well as of the fact that the deed itself is written by the bank, a docket of the bank acknowledging that the money is paid in, cf. P.L. Bat. VI 8.

II

NORMAL FAMILY-LIFE RESTORED IN THE CENSUS-DECLARATIONS P. BREM. 32 AND 33

In P. Brem. Wilcken has published two census-declarations of the village Tanyaithis for the census of the 2nd year of the Emperor Hadrian (117—8). In spite of some doubtful readings of decisive passages Wilcken has tried with much acuteness to reconstruct for us the households of the declarants. The first declaration, P. Brem. 32, is handed in as usual by Hartbos, the head of the family. His first wife was a woman called Tapep... Of this marriage there were three children. One son Hartbos who is married with Senrophis and lives with his young wife in his father's house. The other two are daughters, Senorsenuphis older than 20 years and Senosiris 16 years old. His first wife died or their married life became less happy so that he divorced her. About four years ago Hartbos married again with a younger wife called T...eïs. She bore him two sons Pachumis and Besas, the latter being now two years old. On the whole no unreal picture at all, still I have some serious doubts as to its correctness. The words of the decisive passage are ll. 14—20: Ἁρτβῶς υἱὸς μητρὸ(ς) Ταπ̣επ̣[... (ἐτῶν)..] / Παχοῦμις ἀδελ-(φὸς) (μητρὸς) τῆς α(ὐτῆς) [. . . .] / ἡιτος τῆς Παχοψάιτο(ς) (ἐτῶν) [. .] / Βησᾶς ἀδελφὸς μητ[ρὸς] / τῆς α(ὐτῆς) (ἐτῶν) β . [. .] / Τ...ῆις Π[α]-χοψάιτο(ς) γυ(νὴ) Ἁρτ̣[βῶ(τος) (ἐτῶν).] / Σενορσενοῦ(φις) θυγ(άτηρ) (ἐτῶν) κ. Reading l. 20 unprejudiced one must take Senorsenuphis to be the daughter of Hartbos' so-called second wife mentioned in the preceding line, for otherwise her own mother's name ought to have been added. Wilcken has rightly observed that ll. 15—16 form a crux interpretationis, because a mother's name follows in spite of τῆς α(ὐτῆς); he writes in his note „Das τῆς ᾱ machte mir grosse Schwierigkeiten, da doch offenbar zwei verschiedene Mütter genannt wirden, bis sich mir der notwendige Schluss ergab, dass diese Worte getilgt werden müssen". It strikes me, however, that the name of Hartbos so-called first wife as well as the one of his

so-called second wife begin with the letter T, while the number of letters is also equal. Taking into account that the reading of the second π in l. 14 is marked as doubtful I feel justified to restore everywhere the name Tapeëis (ll. 14 and 15—16 Ταπεήιτος and 19 Ταπεῆις). A second marriage being disposed of in this way it still remains to explain the unusual fact that the mother's name is repeated after τῆς α̈ in ll. 15—16. In my opinion l. 14 contains the clue for the solution of this problem. It is usual in census-declarations that the mother's name is given with the patronymic. The gap at the end of l. 14 cannot have contained this. So I assume that the scribe has seen his omission and instead of adding it between the lines in l. 14 he has now corrected his mistake by repeating the mother's name, this time with patronymic, in l. 15. The age of the youngest son is according to Wilcken's reading two years. Unfortunately the age of Tapeëis is lost in the lacuna, so we donot know whether she was really much younger than her husband who is now 65 years old. The same applies to the age of the eldest son. There is, however, already a difference of mineteen years or more between Besas and his eldest sister. Although this is not impossible, cf. M. Hombert et Cl. Préaux in *P. L. Bat.* V p. 164, I am not sure that the reading is correct. In the handwriting of this period a cursive κ and β are so much alike, that it is often difficult to distinguish them. I am afraid that Wilcken has preferred the latter on account of his theory of a second marriage. For after this letter there is a trace of a broken letter, perhaps θ, for which he suggests in his note θ̣[ή̓λ(ειαι)] „womit auf die folgenden weiblichen Bewohnerinnen hingewiesen würde". In the next declaration no such reference occurs. Therefore I would rather suggest to read in l. 18 ὡς(ἐτῶν) κθ̣ or perhaps κα̣. So we find here a quite normal family, the old people Hartbos and his wife Tapeëis with four grown-up unmarried children of whom the youngest one is sixteen years old. Their eldest son has been married for perhaps not yet one year, for there are as yet no grandchildren, and lives with his wife with his parents.

In the next declaration P. Brem. 33 the name of the declarant is lost in the lacuna at the beginning of l. 3. But combining the data of ll. 19—20 and 25—26 Wilcken believes him to be Pachumis. So we get the following picture of this family. Pachumis was married with Senpachompsaïs. From her he had three children, one son, also called Pachumis, now 29 years old. The other two are

daughters. Senosiris 24 and Senartbos 10 years old. However this marriage was apparenthy not a happy one, so he divorced his wife. She remarried with a certain Miysis. About two years ago, when he was 57 years old, he himself marries again with a girl of only 16 years, called Thatres. She bore him the preceding year a son, whom they called also Pachumis, i. e. from now onwards the father is called merely Pachumis, the eldest son becomes Pachumis senior and the youngest one Pachumis junior. In the meantime Senpachompsaïs'second husband Miysis has died and as a widow she comes to live again in her divorced husband's house (ll. 21—22), so too M. Hombert et Cl. Préaux in *P.L. Bat.* V pp. 162, 167, 168. A nice position for his young wife, I dare say, to have a husband 41 years older than herself, while there is an unmarried son living in the house who rather could have been her husband and even not a too young one at that being 11 years her senior. And on what terms the four women in the house will have been? In my opinion, however, the real facts, as I read them in the papyrus, allow of quite another reconstruction. The male inhabitants of the house are the declarant himself (l. 14 ἐμαυτὸν) and ll. 16—20: Παχοῦμιν [πρ]εσβ(ύτερον) ⟨υἱὸν⟩ μητρὸς Σεν / παχομψ(άϊτος) Πανεχάτου / γεω-(ργὸν) ἄση(μον) (ἐτῶν) κθ / Παχούμιν νεώ(τερον) υἱὸν μη(τρὸς) / Θατρῆ-τος Ἑρμαίου (ἔτους)α. In l. 16 the scribe has omitted the word υἱόν, but Pachumis senior is no doubt the declarant's son. Now if Pachumis junior were his own son, the scribe would have written ἀδελ-φόν, his i. e. the preceding one's brother (cf. l. 24 and nr 32, 15—21). The word υἱὸν in l. 19 can only mean the preceding one's i. e. Pachumis senior's son. Consequently Thatres (ll. 25—26) is not the declarant's second wife, but his daughter-in-law, and her husband Pachumis is Pachumis senior. This entails that the declarant has not divorced his first wife, but that he is himself Senpachompsaïs' husband mentioned in l. 22 (γυ(ναῖκα) Μιύσιος). So we may restore in l. 3 [παρὰ Μιύσιος - -]. In l. 27 Wilcken has read Σε[νπ]αχοῦ-μ[ιν]·ηθ( ) Παχομε·, writing in his note „Lesung κ]λ̣ηθ(εῖσαν) vielleicht möglich, aber dagegen spricht der darauffolgende männliche Name". The most obvious restoration is Σε[νπ]αχοῦμ[ιν γεν]-ν̣ηθ(εῖσαν) Παχο⟨ύ⟩μει „Senpachumis (the little daughter) she (Thatres) has born to Pachumis". Her little brother being one year old this baby was most likely born the day the present declaration was handed in; the happy grandfather did of course not forget to enter her name at once. So in this declaration too we find a quite

normal family-life. Miÿsis with his wife Senpachompsaïs, six years younger than himself, and two unmarried daughters, while their eldest son with his wife and two little children lives in the same house.

III

THE *ΕΡΓΟΛΑΒΟΙ* IN P. RYL. 577

P. Ryl. 577 is an interesting petition to the strategus Asklepiades edited with an excellent commentary by Professor E. G. Turner. The point at issue is a dispute about the ownership of some property of the petitioner Petesouchos, son of Harmaïs, a taricheutes of the Labyrinth, which was claimed by a certain Philoumene and her son Maron, who had apparently taken matters into their own hands (cf. ἀεί ποτε in l. 11). So a previous petition was already handed in by Petesouchos and the investigation was conducted before the official supervisor of the temple. But pending the decision the defendants acted illegally, ll. 10—13: ὑπὸ δὲ̣ τούτω̣ν̣ κακὰ περικτώμενο[ι] ἀεί ποτε παραλαμβανόντων ἐρ̣γ[ο]λάβους καὶ ἑτέρου⟨ς⟩ παρὰ τὸ ἐκκ̣ίμεν⟨ον⟩ (r.-κει-) πρό̣σ̣ταγμα. Now who are these ἐργολάβοι? Prof. Turner translates „who are forever calling busybodies into consultation and others too", taking them to be the defendants' advocates in the case. This interpretation is apparently corroborated by ll. 15—16, the request to order the epistates to bring up before the strategus τ̣ού̣ς συ̣[να]γ̣ορευομένους ἐργολάβους. But this would mean „the advocates' clients who are ἐργολάβοι" and not the advocates themselves, so I doubted the correctness of the reading and proposed ἐ̣[πι]π̣ορευομένους. The papyrus being at Manchester Prof. Turner was unable to verify the doubtful passage, but he had kindly a photograph send to me. In l. 16 I read instead of the doubtful γ with absolute certainty π. So the correct reading is τ̣ούς συ̣[μ]πορευομένους ἐργολάβους. Does this new reading refute the editor's interpretation? It may and it may not. For πορεύεσθαι as well as ἐπι- and προσπορεύεσθαι are attested in the papyri as law-terms with the meaning „proceed at law". Further we have in P. Amh. 33 quoted by Prof. Turner in his note an apparently similar case. That document is an enteuxis handed in by royal peasants who just as their case against the ex-comarch is coming into court have learnt that the defendant intends to appear with the assistance of advocates They refer to a royal ordinance

which provides that advocates who take up revenue-cases (ll. 17—18 τοὺς προσπορευομένους συνηγόρους πρὸς τὰς προσοδικὰς κρίσεις ἐπὶ βλάβῃ τῶν προσόδων) shall be fined and may no longer exercise their profession. A striking congruity indeed, both documents refer to a royal ordinance and προσπορεύεσθαι in the one answers to συμπορεύεσθαι in the other. Yet there are some essential differences not to be overlooked, viz. 1⁰ The Amherst enteuxis itself as well as the royal ordinance referred to therein deal with revenue-cases. Sure if priests had a similar privileged position with regard to law-suits, it would have been stated more explicitly in the petition than by means of a mere reference to the royal ordinance without mentioning anything of the contents thereof. Now as it stands, it seems to be an ordinary private law-suit. So if even then advocates were prohibited to plead, one might seriously ask whether any domain was left to them. 2⁰ In P. Amh. the advocates are called properly συνήγοροι, whereas in P. Ryl. we find only the word ἐργολάβος. 3⁰ The request of the royal peasants is to the effect that the chrematistai shall order the ex-comarch to appear in court without the assistance of advocates. Petesouchos, however, apparently desires another law-suit against the advocates themselves in the strategus' court. On this account I rather prefer to propose an alternative interpretation of P. Ryl. 577.

Prof. Turner has already pointed out in his note that ἐργολαβεῖν is attested in the papyri with the meaning „to contract for a work" and in a pejorative sense „to victimize, or, to extort wrongfully"; he translates the word ἐργολάβος by „busybody". In P. Mich. 365 ἐργολαβία is used along with βία and ὕβρις. Consequently in the present document ἐργολάβοι may have on the one side a meaning which approximately answers its original one i. e. either paid defencing counsels or hired accomplices. On the other hand we may take it in the pejorative sense, perhaps „take the (possibility to) work away from anyone else") „prevent anyone else from working", i. e. „extorter" or rather merely „offender". The two other problems the document presents are the contents of the royal ordinance and the question who will have to appear in the strategus' court. In my opinion the only way to get a right understanding of the document is by looking more closely into the wording of the petition itself. Petesouchos tells first that an investigation of his case against Philoumene and Maron is already being conducted before the official supervisor of the temple. So this is a case of „Sonder-

gerichtsbarkeit" and in a court of arbitration, cf. Berneker, *Sondergerichtsbarkeit* pp. 182 sq. and for διάκρισις in the meaning of διάλυσις Liddell-Scott-Jones *s. v.* Already here there is something remarkable in the wording. Instead of περὶ ἐμποιήσεως ὑπαρχόντων ἐμοῦ τε καὶ τῆς γυναικός μου the petitioner writes emphatically περί ἐμποιήσεως ὑπαρχόντων, τῆς τούτων κρατήσεως περί τε ἐμ[ὲ] καὶ τὴν γυναῖκα μου Θερμοῦθιν οὔσης (ll. 6—9). No doubt he has done this purposely. He wishes to emphasize the fact that pending the decision the right to dispose of the property rests with him and his wife and not with his opponents. For he continues „we have to suffer still as before (cf. Liddell-Scott-Jones *s. v.* ἀεί ποτε) heavily from their bad acts, while they take moreover offenders, viz. also other ones, with them, contrary to the promulgated ordinance" (ll. 10—13) (I have taken και explicative Philoumene and Maron being offenders too). We know from other documents, e. g. P. Enteuxeis 54 and 69, that pending a decision the *status quo* was valid, so this was probably one of the provisions of the royal ordinance referred to here. The opening words of the present petition ὑπὸ δὲ τούτων (l. 10) correspond exactly to ἀδικοῦμαι ὑπὸ τοῦ δεῖνος in numerous other petitions by which words the delinquent to be summoned is introduced by name. So τ̣οὺς συ[μ]πορευομένους ἐργολάβους in ll. 15—16 are Philoumene and Maron. This view is corroborated by the fact that it is clear from ll. 10—13 that the attempted διάλυσις is failing. The usual course to be taken then is to relegate the case to the strategus, and this is what the petitioner is asking for here. If so the prefix συμ- means together with others (mentioned in ll. 11—12). In B.G.U. 1761 for instance we find a defendant who has accomplices (ll. 8—9 συνέργους ἐπιστήσ[ασά] τινας), but who is summoned alone (l. 13). On the other hand συμ-may mean who proceed together i. e. Philoumene and Maron *cum suis*. It is possible that the royal ordinance contained a further provision that everyone, accomplices inclusive, encroaching on the *status quo* during an arbitration was liable to penalty, but *non liquet*.

The endorsement by the strategus containing the order to the epistates is written very cursively. But nevertheless in l. 22 Με̣χ̣ῖ̣ρ̣ cannot be read, for where the editor has read tentatively an ε the stroke is at the top curving to the left. I am fairly sure that Ἁθυ̣ρ̣ is the correct reading, so the date becomes 141 B.C.

[Leiden] *E. P. Wegener*