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. PGM 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 ἑκάτως γράφοντες 'slow writers' they normally could add a few words of their own (see H.C.Youtie, Between Literacy and Illiteracy, Scriptiunculae, II, Amsterdam, (1973, pp. 629-651). The debtor began his subscription with the monogram Π. Also he put dots after the letters Φ, and Λ of the abbreviated word φιλαθιος.

The document is an acknowledgement by a presbyter called Hemôn, son of Dios, 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 Hemôn 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 πεντηκοντα and the number Ν of line 7, and another under the abbreviated word ἐπ′ ( = ἐπεδαλας ).

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;

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); *P. C. G. U. 837* (reed); *P. Gen.* 15 (corn); *P. Flore.* 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 \(\frac{8}{3}\) 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, Amsterdarn, (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, "ἐρατο / βάτων αὺ/ ἡ ἐρατον (ας) η (προβάτων) βατόναλ(τις) τα is quite clear because it is an account of the estate and the production of the wool has been already collected and known. Conjecture, 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. 5 / 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 τῇ ἐμῇ καμπάνῳ = by my weight" ZPE, 30, (1978), P. 205. "οὖν οὖν οὐκ ἐντιμούν τῷ γεουχίῳ σημαντὶ ἡξῆμοντα τριαμ.
sixty-three sekomata of wine measured by the state-sekomata"; with P.Mich. IX, 613, 6 "τῷ μέτρῳ τῷ δί' 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, γυ/ L. 10 ινδ/ ) or by a single curve (ex. L. 14 ωμολογ ) or by the symbol λ ( = λίτραι ).
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RECTO

1st hand

[8-9] Ἰ.ν. [π. φ.λ. Ἰμιωνος .]
[Διον πρεσβυ]τερον [ου ἀπο της (αυτης) κοιμης ]
[χ(αλ)ρ(ειν) ὁμολογη] γει δια [η αυτης μου ]
[της ἐγγυη]φου ἄσφαλ ἡλας ἐσθηκη]ναι

5 και πεπλη [ρ]ώς [θαι παρα] σου τα]νας . .. τιμας
teleiας ἐρα [ε]τας κατα εξ α]της τρας
πεντηκοντα γι [ε]ρ/ εξ ει η Ν και
tαυτας ἐτοιμως εχω παρασχειν
σοι εν τη μηνι Μεσειρ της

10 παροδης πρωτης τυμβισιονος
τη ημω καιμανας , δικα τινος
ἀντιλογιας , ὑποκειμενης πάσης
μου εὔπορον]ς αξιω πληρωσω
και ἐφ’ ἄπαντα ἐπερωτηθεις ὠμολογη] (.ηςα).

2nd hand

15. Φ.λ. Ἰμιωνος [ν διου]
π[ο]εσβ (ὑπερος) ] π[ερω] (ειμενος)] συμφο-
[νει] μοι ως προ] κεμεν [ως ]

1st hand

[4-5] πρεσβυ τερι . 6-7

6- Ι. ἐρέας

7- Ι. γι (νεται) ἐρέας (προβάτων) εξ λίτρας
πεντηκοντα

16- Ι. συμφωνει
Translation:

........................ from Flavius Hemôn, presbyter, son of Dios 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 Hemôn, presbyter, son of Dios 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 [/course of text]/ cf. P.C.M 67125, 2-3; P.C.M 67127, 6-8).

LL. 3-4 These lines may be restored as [/course of text]/ cf. P.C.M 67125, 5-6; P.C.M 67128, 10-12). For the term ὀμολογία ἀσφαλείας accompanied by the adjective ἐγγραφὸς see Taubenschlag, op.cit. p. 293-294.

L. 5 καὶ πεπληρ[ρ]ῶς [θαν δια ὡς .. 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 πεπληρ[ρ]ῶς [θαν παρά σοι τιμᾶς/τελείας καὶ πεπληρ[ρ]ῶς [θαν παρά σοι τ]ᾶς .. τιμᾶς /τελείας or καὶ πεπληρ[ρ]ῶς [θαν τὸς ἀρέσ]ας τιμᾶς (καὶ) τελείας may be restored. Anyhow, τιμᾶς or τιμῆν or τιμῆς would be a part of the ὀμολογία. 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 repay-
ment 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)
"ομολογώ έσχηκέναι καὶ πεπληρώσας παρὰ τῆς σῆς εθλαβείας
tῆς πρὸς ἄλληλους συμπερφυνμένης τελείας τιμῆς οἴνου νέου .."
and cf. P. Lit., XIII, 2, 4-6 " ομολογοῦμεν εξ ἀλληλεγγύης
έσχηκέναι καὶ πεπληρώσας παρὰ τῆς σῆς λαμπρότητος τῆς με-
tαξίου συμφωνηθείσαν καὶ συναρέσασαν πρὸς ἄλληλους τιμῆ
οίνου νέου .. ")
L, 6 ἑραίας ( L. ἑράς ) :
a regular mis-spelling in the Aphrodito papyri (cf. PCM 67141,
fol, V, V., 3)
κ[ατὰ εξ η] τρας : this restoration seems possible
(cf. L, 7).
λ[τρας : the letter ζ is corrected from the letter ι
L. 9 Ἐχελρ : the letter μ is corrected from χ.
Anyhow, it seems that the better time for repayment of the
wool was in Ἐχελρ (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 τῇ ἐμῇ καμπάνῃ : this contract specified that
the wool would be weighted by the measure of the creditor
(see p. 4)
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