The current editorial address for the Bulletin of the American Society of Papyrologists is:

Peter van Minnen
Department of Classics
University of Cincinnati
410 Blegen Library
Cincinnati, OH 45221-0226
USA
peter.vanminnen@uc.edu

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Arthur Verhoogt
Department of Classical Studies
University of Michigan
2160 Angell Hall
435 S. State Street
Ann Arbor, MI 48109-1003

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Abstract
Edition of a sixth-century papyrus from Hermopolis recording the fulfillment and the invalidation (ἀκυρωσία) of a contract of at least three people, including an oil-seller and a member of the military. The papyrus offers evidence for economic activity in sixth-century Hermopolis as well as a number of uncommon or unique legal formulas. P.Vindob. inv. G 13228 is among the papyri from Hermopolis now held by the Austrian National Library. In this text, two parties, one of whom is an oil dealer, agree that a financial obligation has been discharged and that the contract governing that agreement is thus voided. This document, then, is the formal record of that invalidation, in which the oil-dealer appears to speak for both creditors. Much of the text has been lost to the top, bottom, and right sides, making a full reconstruction impossible.

The text itself is written with the fibers and can be broadly dated by handwriting style to the sixth century AD. It offers a number of unparalleled legal formulas, especially that of the certification of invalidation (κυρία ἡ ἀκυρωσία). The document represents an opinion shared in Greek and Egyptian thought that a contract could be valid as long as it was intact. Aside from crossing out

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1 I am grateful to Austin Chapman and Taylor Coughlan for reading over my text, to my anonymous referees for their excellent insights, and especially to Peter van Minnen for his comments and suggestions.


3 Although there seem to be at least three people involved with the debt, this particular document features only two of them, with the second creditor spoken for by the first.

4 The appearance of the phrase ἐνεχύρου λόγῳ in line 2 suggests that the amount of text lost above the first remaining line is significant. The phrase tends to appear at least in the middle of texts (e.g., line 32 of BGU 17.2698 in the 7th century), which accords well with the amount of information we can tell is missing from this papyrus.
the original contract, the party holding the obligation could return the contract \(\text{(ἀθέτησις)}\) and could provide another document, an \(\text{ἀκύρωσις}\), confirming the cancellation of the contract.\(^5\) This papyrus preserves the \(\text{ἀκύρωσις}\) agreement. It is also possible that the this document was drawn up because the original contract was lost or destroyed.\(^6\)

Our inability to date this document more precisely does make interpretation more difficult. Legal procedure in the Empire underwent a significant shift between 529 and 534 with the release of the Justinianic Code. Before 538, the Mauri cavalrymen, mentioned in this document, were removed from their station at Hermopolis.\(^7\) The appearance of the Mauri in our text (and their disappearance from Hermopolis between 528 and 538) does not allow us to date this papyrus more precisely. Whomever the phrase describes could just as easily have maintained an economic interest after his own retirement or the unit’s removal. While it is likely that the contract was written in the first half of the sixth century rather than the second, it is impossible at this time to determine the precise date or, for instance, under which legal code the contracting parties were operating.

P. Vindob. G 13.228  
Hermopolis  
First half of the sixth century AD

\[5\] ἐξ [Ισ]ου ἐγεχύρφο[ν λόγῳ]  
νομισματιών  
δύο παρά κερά[τια]  
nομισματίου ε[ ]  
5 ὑποχρέου τα[ ]  
ἀριθμού]  
τῶν γενναιοτάτων Ἄ[αυρων]  
tό αὐτό σου γραμμ[αί]τιον  
μεθοδεύειν σε τόγ [ ]  
logeníasθαι αὐτόν εἰς τό [ ]  
γραμμάτιον  
10 καὶ μεθοδεύοντός [μον]  


\(^6\) On the cancellation of missing or destroyed documents, see Taubenschlag (n. 5) 421, esp. n. 10.

\(^7\) SB 16.12488 (AD 538, Hermopolite nome) notes that the Mauri were πρότερον ἐν Ἐρμοῦ πόλει.
A Cancellation of a Contract of Debt

ζητήσαντός σου ανα[ ]
θην τούτο ἀγαθοῦγα[ι σοι ]
τούτο. Ὀμολογῶ πεπληρ[ῶσθαι παρὰ σοῦ ]
κάκεινον δὲ πεπληρ[ῶσθαι ]
15 εἰς τὸ εἰρημένον γραμ[μάτιον ]
ἀνίσχυρον αὐτῷ εἶναι [ ]
φερόμενον διὰ τὸ μή [εἶναι ]
χρέος, κυρία ἡ ἀκυρ[ωσία (m.2) ]
υἱὸς . . . . . ]ς ἐλεοπράτης[ ]
20 τὴν ἀκυρωσίαν καὶ[ ]
μα[ι πάσι ὡς π]ρόκιται [ ]

Verso

[ἀκυρωσία γε]ναμένη(η) εἰς τὸν κύρ(ιον) Φιλόξενον υἱὸν [ - - ]

5 ὑποχρέου 16 ἀνίσχυρον 19 ἐλαιοπράτης 21 πρόκειται  Verso κυρ-/

“… equally, by way of security, … two soli minus x keratia … of a solidus … (so-and-so) owing a debt … (so-and-so, one of the numerus) of the most noble Mauri … the same note (of debt) of yours … I collected from you as payment x … (and) I reckoned x towards the (same) note … with me collecting payment … (and) you seeking after (the note) … I was unable to hand it over to you … this. I agree that I have been repaid in full by you … and that he too has been repaid in full … for the aforementioned note … that it is without force and powerless …, wherever it is brought forward, on account of there no (longer) being a debt. The invalidation is valid.

I, (so-and-so), son of (so-and-so), the oil-dealer …, made this invalidation … and I comply with all things as mentioned above.

(Verso) The cancellation made for the lord Philoxenos, son of (so-and-so) …”

5 υποχρέου: This is only the fourth appearance of either ὑπόχρεος or ὑπόχρεως after AD 318. The use throughout this contract of rarely attested language may stem simply from our lack of similar documents from Hermopolis rather than scribal innovation.

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8 For the others, see P.Cair.Masp. 1.67022 (VI AD, Antinoopolis?), P.Oxy. 63.4395 (AD 499, Alexandria), and SB 18.13950 (VI-VII AD, Oxyrhynchite nome).
6 Troops were stationed in Hermopolis itself from the 4th century and are attested as landowners and active participants in the local economy.\(^9\) This is not surprising as the Moors garrisoning Hermopolis were, for the most part, Hermopolitans.\(^10\) Of the fifteen appearances of this phrase (τῶν γενναιοτάτων) in Hermopolis, eleven mention the Mauri specifically, and the other four only list “soldiers.”\(^11\) A unit of Mauri heavy cavalrymen was stationed in Hermopolis from at least AD 339 until some point before 538.\(^12\)

8 The meaning of μεθοδεύειν is “to collect payment” or more forcefully, “to exact payment.” The loss of the debtor’s security mentioned in line 9 may point to the debt collection not being entirely smooth.

9 αὐτόν most likely refers not to a creditor or debtor, but to the object held as security. As this appears to be the case with τὸν in line 8 as well, it seems that the (masculine) object given as security was turned over, for whatever reason, to the creditors as part of the repayment.

11 ζητήσαντός: As this is a genitive absolute construction, σου is most likely the subject of this participle.\(^13\) The tense of this participle is especially interesting. While only parts of the lines remain, the use of different tenses in lines 8 through 13 enables us to reconstruct something of the timeline leading up to this contract. The creditor collects payment (line 8), having previously seized the security for payment (line 9). Now, collecting payment (10), the creditor notes that, previously, the debtor sought the return of the original contract (11), knowing that there were at least two creditors. The creditor represented here was unable to find it (12), necessitating the additional guarantees of safety from prosecution available from the ἀκύρωσις, which is drawn up now in the present (13).

13 Ὀμολογῶ: The large dot in the center of the first omicron may have been made by the scribe to mark the beginning point of this section when laying out the papyrus.\(^14\)


\(^10\) Keenan (n. 10) 444.


\(^13\) See, for instance, *P.Oxy.* 45.3264 (AD 80/1) or *P.Oxy.* 49.3467 (AD 98).

16 Though the ἀκύρωσις could stand as a defense in court against claims of non-payment, the debtor also wanted to receive back any contracts kept by the creditor, such as the note of debt signed by the debtor (τὸ αὐτὸ σου γραμμάτιον), as mentioned first in line 7.

18 κυρία ἡ ἀκυρ[ωσία : This formula is otherwise unattested. Neither ἀκύρωσις nor ἀκυρωσία appears otherwise in the nominative form. The more common formula (παρὰ σοῦ εἰς ἀθέτησιν καὶ ἀκύρωσιν vel sim.) appears only twice after AD 225, in texts from Hermopolis.¹⁵ The change in hand reflects the change from a scribe writing the official text to our creditor cum oil-dealer agreeing to the text written in his name.

19 ἐλεοπράτης: The oil-trade in Hermopolis was a busy one and is attested throughout the Roman period.¹⁶ The most common term for oil-dealers is ἐλαιουργοί, who also produced a range of oil and oil products.¹⁷ Though the oil business was far from a guaranteed success, our unnamed oil-dealer was secure enough in his position to offer loans. Indeed, the oil-dealers of Hermopolis in the 7th century are recorded elsewhere making a donation of 10 solidi.¹⁸ The term ἐλαιοπράτης itself appears quite late – 39 of 45 references in papyri date to the 7th and 8th centuries AD. The earliest use of the word dates to the 3rd century, but it seems to have entered a sharp ascendancy during the 6th century.¹⁹ The increased use of the word does not seem to have come at

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¹⁵ CPR I.9 (AD 271/2) and P.Stras. 9.817 (4th century AD), the latter with the formula reversed. For the formula, see A.B. Schwarz, Die öffentliche und private Urkunde im römischen Ägypten (Leipzig 1920) 117.

¹⁶ On the price of oil and papyri documenting the oil-trade, see H.-J. Drexhage, Preise, Mieten/Pachten, Kosten und Löhne im römischen Ägypten bis zum Regierungsantritt Diokletians (St. Katharinen 1991) 43-50. For the Byzantine period, the task is greatly aided by the tendency to list occupation or trade when lacking official or military titles, for which see J.G. Keenan, “The Names Flavius and Aurelius as Status Designations in Later Roman Egypt,” ZPE 11 (1973) 51-52.

¹⁷ For a roughly contemporary archive of an ἐλαιουργός probably from the Fayyum, see Mitthof and Papathomas (n. 5) 53-84.

¹⁸ P.Lond. 3.1028 (7th century AD).

the cost of the ἑλαιουργός but rather ἑλαιοπώλης, which does not appear in papyri after the 6th century.\textsuperscript{20}

20 ἀκυρωσίαν: the appearance of this form of the word is much rarer than ἀκύρωσις. Of the six papyri (including this one) reading forms of ἀκυρωσία, five date to the 6th century, and the other to AD 450.\textsuperscript{21}

21 πείθομαι πᾶσι ὡς πρόκιται: This is a relatively common phrase in fifth and sixth-century Hermopolis, and can appear in the subscription or the main text of a document.\textsuperscript{22}

Verso Φιλόξενον: The name Philoxenos appears in the sixth century in the Hermopolitan nome only five other times, three of which in a single context.\textsuperscript{23} There is a possibility that at least one of these men may be a son or grandson of our Philoxenos.

κύρ(iov): While the use of kyrios appears to have been of particular concern both to Hermopolitans and residents of the Arsinoite nome in the Byzantine period, its use here reveals little about Philoxenos’ rank or relation to the creditors.\textsuperscript{24}

\hspace{1cm}and less focused on the Hellenistic period than might be assumed from the titles of the articles.

\textsuperscript{20} Information gathered through the Papyrus Navigator and the Duke Databank of Documentary Papyri.

\textsuperscript{21} 6th century AD: \textit{P.Cair.Masp.} 2.67166, 2.67167, 3.67306, \textit{P.Lond.} 5.1701; 5th century AD: \textit{BGU} 3.944. The papyri are from Antinoopolis (2), Aphrodites Kome (2), and Heracleopolis, suggesting that the relatively minor use of this variant was spread throughout Egypt, apparently reaching Hermopolis as well.

\textsuperscript{22} For an appearance in a similar situation as in the current text, see \textit{BGU} 12.2168 (AD 497/8, Hermopolis).

\textsuperscript{23} Three records of payments of wheat over three successive years by Phoibammon, son of Philoxenos, in Hermopolis (\textit{P.Lond.} 5.1755, 1756, and 1756, dated to AD 584/5, 585/6, and 586/7, respectively), a population register from the 6th or 7th centuries AD recording a Kastor, son of Philoxenos, and a Philoxenos, son of Auxonios (\textit{CPR} 7.28), and finally, a promissory note dated to the end of the 6th or the beginning of the 7th century giving the name of Kosmas, son of the blessed Philoxenos (\textit{Stud.Pal.} 3.150).

A Cancellation of a Contract of Debt

P.Vindob. inv. G 13.228 recto
The Oxyrhynchus Distributions in America: Papyri and Ethics  
William A. Johnson ................................................................................................. 211
Notes on Various Texts Preserved on Payrus  
Grace Ioannidou and Ioannis Polemis ........................................................................ 225
Notes on Five Herodotean Papyri  
Andrzej Mirończuk ..................................................................................................... 229
One More Footnote to “Two More Pages”  
Albert Pietersma and Susan Comstock ...................................................................... 235
Per la data di PGolenischev della “Cronaca universale Alessandrina”  
Guglielmo Cavallo .................................................................................................... 239
Three Fragments from a Coptic Codex of the Apocryphal Acts of the Apostles  
Alin Suciu .................................................................................................................. 243
The Authorship of PCair.Zen. 3.59308  
Trevor Evans ............................................................................................................ 253
PRyl. 4.587 and 588 and the Expression of Identity in Ptolemaic Egypt  
Sandra Coussement .................................................................................................. 261
PSI 4.311: Early Evidence for “Arianism” at Oxyrhynchus?  
Lincoln H. Blumell .................................................................................................. 279
Freight Charges in SB 18.13948  
K.A. Worp ............................................................................................................ 299
Notes on Papyri ......................................................................................................... 303
Reviews  
P. Kramer (Peter van Minnen) .................................................................................... 309
P. Poethke (Peter van Minnen) .................................................................................. 313
P. Oxy. 72 (John Lundon) ........................................................................................ 317
O. Stras. 2 (Peter van Minnen) .................................................................................. 325
T.J. Knaus and T. Nicklas, Early Christian Manuscripts (Geoffrey S. Smith) ........... 331
K. Schüssler, Biblia Coptica 4.3 (Christian Askeland) ........................................ 337
Roger S. Bagnall, Everyday Writing (William A. Johnson) ...................................... 341
B. Legras, Les reclus du Sarapieion de Memphis (Marja Vierros) ......................... 345
R.W. Daniel, Architectural Orientation (Amin Benaissa) .......................................... 351
M. Sabottka, Das Serapeum in Alexandria (Jitse H.F. Dijkstra) ............................... 357
S.E. Sidebotham, Berenike (Carol Meyer) ................................................................. 361
R.J.A. Talbert, Rome’s World (Ekkehard Weber) ...................................................... 365
E. Wipszycka, Moines et communautés monastiques (Peter van Minnen) .............. 373
E.M. Grob, Documentary Arabic Private and Business Letters (Khaled M. Younes) ............................................................................................................. 377

Books Received ........................................................................................................... 381
American Studies in Papyrology .............................................................................. 385
## Contents

A New Epic Fragment on Achilles’ Helmet?  
* C. Michael Sampson ................................................................. 7

An Addition and Multiplication Table  
* Nikos Litinas and Stephen M. Bay ........................................... 15

Two More Fragments of the Vienna *Jannes and Jambres*  
* Albert Pietersma ...................................................................... 21

A Greek Christian Liturgical Hymn (P.CtYBR inv. 1584A)  
* Alan Gampel and Céline Grassien ......................................... 31

Instructions for Islamic Prayer from the Second Century AH/Eighth Century CE  
* W. Matt Malczycki ..................................................................... 41

A Temple Declaration from Early Roman Egypt  
* Chris Eckerman ........................................................................ 55

Payment of a Financial Obligation from Tebtynis  
* Gabriel Nocchi Macedo ........................................................... 63

A *sitologos* Receipt from Roman Tebtynis  
* Jesse E. Hoffman ..................................................................... 73

Letter from a Soldier in Pannonia  
* Grant Adamson ........................................................................ 79

* Daniel W. Leon ......................................................................... 95

A Third-Century CE List of Wine from Five Estates  
* Taco Terpstra .......................................................................... 109

Des nouvelles de Paniskos  
* Paul Heilporn .......................................................................... 119

A Cancellation of a Contract of Debt from Hermopolis  
* Andrew Connor ........................................................................ 139

Receipt for *embole* from Aphrodito  
* James G. Keenan .................................................................. 147

A Contract for the Advanced Sale of Wine  
* Scott Gallimore ....................................................................... 151

Deux ordres du supérieur du monastère de Baouît  
* Alain Dellatre ........................................................................... 167

The Greek and Coptic Papyri in the von Scherling Papyrus Collection  
* Klaas A. Worp and Renate Dekker ........................................... 175