

*Madrid, 1970*

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*8/6*

# THE JOURNAL OF Egyptian Archaeology

VOLUME 56 - 57  
AUGUST 1970 - 71

*Hd 44*



PUBLISHED BY  
THE EGYPT EXPLORATION SOCIETY  
2-3 DOUGHTY MEWS, LONDON, W.C. 1

Price to non-members £5

## UNEDITED MERTON PAPYRI. I

By J. DAVID THOMAS

THREE volumes have already been published of papyri in the collection of the late Mr. Wilfred Merton.<sup>1</sup> Only eight documents remain unpublished, of which three are edited below; the remainder will appear in a further article. Their publication here is by kind permission of Dr. R. J. Hayes, Hon. Librarian of the Chester Beatty Library, Dublin, to which the papyri now belong.

## 129. PTOLEMAIC FRAGMENTS

Oxyrhynchus?

First century B.C.

Inv. no. 103

*a* 2.8 × 2 cm. *b* 6 × 11 cm.

Both these fragments have margins at the left and *b* has a blank space of 1.5 cm. at the foot. It is not certain that all the parts of *b* are correctly joined: (1) the section containing the right-hand half of l. 12—*νε.ρ* . . ., together with the tails of letters from a preceding line, and (2) the right-hand halves of ll. 16 and 17—*επιτου* and *.ιουσιτο* respectively—are detachable and should perhaps be placed elsewhere; furthermore the *upsilon* at the end of l. 16 has its last stroke prolonged as though filling up the line, and there is a space after the *omicron* at the end of l. 17; so perhaps this fragment formed the bottom right-hand corner of the original document. A pencilled note on the back of the paper on which the papyrus is mounted reads 'Document from Oxyrhynchus 1st century B.C. should be 8 × 5½'. I do not know on what grounds these statements are based or to what the measurements (in inches or centimetres?) refer.

The writing, in a very black ink, is a semi-cursive with much use of link strokes. It belongs to the later part of the Ptolemaic period, probably to the first century B.C.

The information contained in the fragmentary remains has not enabled me to establish the nature of the document. *προσευχ*[ in l. 8 and a possible allusion in l. 16 to Sarapis (but cf. the note) suggest that it may have been concerned with religious matters.

*a*. . . . .  
ἐὰν ο. . . [χρημα[  
. . . . .

<sup>1</sup> *A Descriptive Catalogue of the Greek Papyri in the Collection of Wilfred Merton, F.S.A.*, I (1-50), ed. H. I. Bell and C. H. Roberts, London, 1948; II (51-100), ed. B. R. Rees, H. I. Bell, and J. W. B. Barns, Dublin, 1959; III (101-28), ed. J. D. Thomas, 1967 (*University of London, Institute of Classical Studies, Bulletin Supplement* No. 18). The numbering of the unedited documents follows on from these.

b

τὸν προσ[  
 διοικητ  
 5 πλουτ[  
 ἐν τῷ .[  
 μηνὶ Φ[  
 ἑαυτὸν ὁ προσευχ[  
 μενος περὶ τοῦ [  
 10 πιττα[κ]ε[  
 ἐν τῷ ε.[.]...[...].[  
 χων π.νε.ρ..[  
 θυριοστε. λειτησ[  
 μηδειωι ἐὰν δ.[  
 15 ἐν τῷ θω.υ.[.]...[  
 Σαραπι. ἐπὶ τοῦ  
 ποιειω...ιουσιτο

## Notes

3. τὸν προσ[: cf. l. 8.
4. διοικητ[: seemingly a reference to the *dioecetes*, although the reading is not certain.
5. πλουν: δι]πλοῦν or similar?
6. ἐν τῷ: these words recur in the same position in ll. 11 and 15; is this purely accidental?
- 8-9. ὁ προσευχ[ε]μενος is an obvious restoration, but can hardly be right.
10. πιττα[κ]ε[: πιττάκιον must be meant, but it is too vague a word to be of much help in determining the nature of the document. On the meaning of πιττάκιον see BGU IV, 1167, 4n and P. Col. v, 144 ff. Although its use does not become common in the papyri before the sixth century A.D., there are other examples of it in the late Ptolemaic period, e.g. P. Tebt. I, 112, 120, and 209.
11. ἐν τῷ ε.[.]...: ἐν τῷ Ἐπ[ε]ίφ is just possible.
13. I cannot suggest any intelligible way of reading this line. πολείτης cannot be read, I think. It is possible that no letter stood between the first *epsilon* and the *lambda*.
14. μηδειωι: for μὴ ἰδίωι? Another possible reading is μηδερωι. At the end δέ is possible.
15. It is almost certainly impossible to read ἐν τῷ Θώθ.
16. The two fragments forming this line can be joined in such a way that nothing is missing between σαραπι and επιτον (but see the introduction). This should give us either a vocative of Σάραπισ, which would be very hard to construe, or an unusual form of the dative (paralleled, for example, by P. Bon. I, 44, παρὰ τῷ κυρίῳ Σαράπι). If the joining of the left and right sections is wrong, there are several possibilities, e.g. Σαραπίων, Σαραπιεῖον. Cf. also the names Πετοσαρᾶπισ, Φιλοσαρᾶπισ.

## 130. RENUNCIATION OF CLAIMS IN RESPECT OF DOWRY (pl. LXIV)

Arsinoite nome  
 Inv. no. 118 recto

A.D. 119-38  
 9.5 × 18.5 cm.

Severe fraying has caused a slight loss at the top of the papyrus, but apart from this and a few holes elsewhere it is complete. The writing is in three different hands, all of

them very cursive and troublesome to read. The first, clearly the work of a professional scribe, is made especially difficult by the resemblance to one another of many of the letters and by the variety of forms used; the tiny second hand is much cruder, with gross distortions of the letters; the third is an ugly black scrawl which I have been unable to decipher. The bottom 4 cm. are blank except for two ink scribbles on the left-hand side, the second of which appears to read *απολα.ω.*

The text is a contract in which Ptolema renounces all claims against Pasipsemis in respect of her dowry, which had been given to him by her father Isidorus. There are thus obvious affinities with divorce contracts, on which see Préaux, *Chr. d'Ég.* 37 (1962), 327-8; to the list given there add P. Herm. Rees 29 (= *SB* VI, 9278) and *SB* VIII, 9740. Acknowledgement of repayment of the dowry always appears prominently in documents of this kind (e.g. P. Oxy. II, 266 = *M. Chr.*, 292), and is the only point mentioned in P. Lond. II, 178 (p. 207), cf. P. Freib. III, 29 a, P. Giss., 30; similarly the divorce contract P. Oxy. VI, 906 is described as an *ἀποχή* (l. 10), as is P. Mich. II, 121 recto, II, iv (see 121 verso, II, 8); cf. Lesquier, *Rev. Phil.* 32 (1906), 5-30, esp. 24 ff. The present papyrus, however, is not exactly parallel to any of these. It is not a receipt, but an agreement by Ptolema that she will make no claim in respect of her dowry, apparently for the reasons given in ll. 20-3: (a) because it had been repaid to her father when he was still alive (if the reading is correct), and (b) because the marriage had not taken place (*μηδέπω ἀλλήλοις συνεληλυθέναι πρὸς γάμον*). If this interpretation is correct, it implies that the payment of Ptolema's dowry by her father Isidorus to her future husband had taken place some time before the date of the proposed marriage; this had later fallen through and the dowry had been repaid by Pasipsemis to Isidorus. Isidorus had then died, apparently without giving Pasipsemis a receipt for the repayment, hence the need for the present renunciation of claim by Ptolema. This would seem to support the view taken by Wolff, *Written and Unwritten Marriages in Hellenistic and Post Classical Roman Law*, 18 ff. (based on P. Tebt. III, 815, fr. 4 recto, I, 1-11; cf. P. Mert. III, 105, 10-16), that the payment of the dowry could be an act preliminary to the marriage itself, which would only take place when a *συγγραφή συνοικεσίου* had been drawn up. We may also compare the wording of BGU IV, 1050 (= *M. Chr.* 286) and parallel documents, all of which, however, are from Alexandria, where the two parties *συγχωροῦσιν . . . συνεληλυθέναι ἀλλήλοις πρὸς γάμον*, to which the husband adds his acknowledgement that he has received the dowry (*εἰληφέναι φερνήν*, etc.); see Meyer, *Juristische Papyri*, 42 f. and 46 ff.; Taubenschlag, *Law of Greco-Roman Egypt*<sup>2</sup>, 112 ff.

As Hadrian is still called *ὁ κύριος* the contract was drawn up during his reign, but later than May 22, A.D. 119 (ll. 17-18).

On the verso is 131. The line written along the left-hand margin there (. . . [ . . . ] . . . οφης ἀπὸ ἀμφοδου Ἀράβων; see the introduction to 131) may relate to the present document.

"E[τους	±28	]
. . . [	±25	]
ἐν Τεβ[τύ]πε[ι] τῆ[ς] Πολέμωνος μερίδος]		

5 τοῦ Ἀρσι[ν]οίτου νομοῦ. [Ὁμολογέει]  
 Πτολεμᾶ Ἰσιδώρου τοῦ Φανίου ὡς ἐτῶν  
 εἴκοσι δύο οὐλή χειρὶ ἀρισ[τε]ρᾷ [μετὰ  
 κυρίου τοῦ συγγενοῦς Ἀρπ[.]υτου  
 Χαιρήμωνος ὡς ἐτῶν τριάκοντα  
 οὐλή γονα[σ]τι δεξιῶ vacat Πασιψήμι  
 10 Ἀσηπιω.ος τοῦ Παρ[.] . . ὡς ἐτῶν  
 τεσσαράκοντα οὐλή τραχήλ[ω] ἐ[γ] δεξιῶ(ν)  
 μὴ ἐγκαλεῖν μηδ' ἐγκαλέ[σει]ν τὴν  
 Πτολεμᾶν τῶι Πασιψήμι περὶ ἧς  
 ὠφείλεν ὁ Πασιψήμις τῶ τῆς Πτολεμᾶς  
 15 πατρὶ Ἰσιδώρῳ Φανίου κατὰ διεγβολὴν  
 τῆς Πτολεμαίου τοῦ Πτολεμαίου τραπέζης  
 Ταμείων τῶ τρίτῳ ἔτι Ἀδριανοῦ Καίσαρος  
 τοῦ κυρίου Παχῶν κζ εἰς φερνῆς  
 λόγον ἐπὶ τῇ Πτολεμᾷ ἀργυρίου δρα-  
 20 χμῶν ὄγ[δ]σηκοντα διὰ τὸν πατέρα  
 περιόντα [ἀπ]εσχηκέναι διὰ χειρὸς καὶ  
 μηδέπω ἀλλήλοισι συνεληλυθέναι  
 προ[s] γάμον. ὑπογρ(αφή). (2nd hand) Πτολεμᾶ Εἰσιδώρου  
 [μετὰ κ]υρ[ι]ο[ν] Ἀρ[.]υτου Χαιρήμονος ὁμολογῶι  
 25 μὴ ἐ[ν]κα[λ]εῖν μηδ' ἐγκαλέσειν τῶ Πασιψήμι{ν}  
 περὶ ἧς ὠφείλεν τῶ πατρὶ μου Εἰσιδώρῳ κατὰ  
 διεκβ[ο]λὴν φερνῆς δραχμᾶς ὄγδοήκοντα  
 διὰ τὸ τ[ὸ]ν πατέρα μου ἐσχηκ[.] . . με καὶ μηδέ-  
 30 πω ἀλλή(λ)οισι συνεληλυθέναι πρὸς γάμον καθὼς πρό(κειται).  
 ἔγραψεν ὑπὲρ αὐτοῦ Τύραννος Ἡρωδίωνος μὴ εἰδέναι  
 γράμματ[α]. (3rd hand) ἐντ. . . . α. . . .

11. δεξιῶ pap. 17. 1. ἔτει 25. 1. ἐγκαλεῖν, ἐγκαλέσειν 26. 1. ὠφείλεν 27.  
 φ of φερνῆς and δ of δραχμᾶς corrected 28. 1. πατέρα 30. 1. αὐτῆς; before μὴ insert διὰ  
 τό or correct εἰδέναι to εἰδυίας

## Translation

[Date] in Tebtunis in the division of Polemon of the Arsinoite nome. Ptolema, daughter of Isidorus the son of Phantias, about twenty-two years old, with a scar on her left hand, with her relative Arp[.]tes son of Chaeremon, about thirty years old, with a scar on his right knee, acting as her guardian, acknowledges to Pasipsemis, son of Asepio. the son of Pan . . ., about forty years old, with a scar on the right side of his neck, that she Ptolema makes and will make no claim against Pasipsemis concerning what Pasipsemis owed to Ptolema's father Isidorus son of Phantias in accordance with a draft on the bank of Ptolemaeus son of Ptolemaeus in the Treasuries quarter in the third year of Hadrian Caesar the Lord, Pachon 27th, on account of dowry upon Ptolema, eighty silver drachmas, because her father while alive received it back in cash and they have not yet come together with one another in marriage. Signature. I, Ptolema daughter of Isidorus, with Ar . . . ues



son of Chaeremon acting as my guardian, acknowledge that I make and shall make no claim against Pasipsemis in respect of the dowry of eighty drachmas which he owed my father Isidorus in accordance with a bank draft, since my father received it (?) and we have not yet come together with one another in marriage as aforesaid. Tyrannus son of Herodion has written on her behalf as she is illiterate. (Registration mark.)

## Notes

3. ἐν Τεβ[τύ]ν[ε]ι: very doubtful; cf. l. 31 n. The original payment was made on a bank at Arsinoe (l. 16).

7. Αρπ[.]υτου: I have not been able to reconcile the reading with that in l. 24. Here the third letter appears to be clearly a *pi*, whereas in l. 24 it seems to be an *iota*. If *pi* is correct the name could be Αρπ[ε]ύτου (Preisigke, *Namenbuch*, recognizes Αρφεύτης); if *iota*, perhaps Αριουτου (a form of Αρεώτου?).

12. μὴ ἐνκαλεῖν κ.τ.λ.: it is unusual for a contract to begin with this phrase (but cf. P. Tebt. II, 398), which normally appears after the acknowledgement that the money has been repaid; the order here is quite logical, however, as Ptolema has not in fact been repaid anything herself.

13 ff. περὶ ἧς is followed by εἰς φερνής λόγον in ll. 18–19 and by ἀργυρίου δραχμῶν in ll. 19–20. φερνή is clearly the subject of thought throughout and this construction is readily intelligible. Cf. ll. 26–7.

15. κατὰ διεγβολήν: διεκβολή is the name given to a banking operation or the corresponding document. A full discussion and list of relevant papyri is given by Bingen, *Chr. d'Ég.* 24 (1949), 311 (cf. also VBP, IV, 79, 1, with Preisigke, *Berichtigungsliste*, IV). It has not previously appeared in connection with payment of a dowry.

16. One of the payments in P. Hamb. I, 33 (late 2nd cent. A.D.) is made at Arsinoe διὰ τῆς Πτολεμαίου τραπεζῆς (col. iii 21). Several banks are known from the Treasuries quarter, see Preisigke, *Wörterbuch*, III, Absch. 8, s.v. τράπεζα.

17. Ἀδριαγοῦ: not certain, but Ἄντωνίου is impossible.

18. Παχῶν κζ: the numeral is very doubtful.

20–1. διὰ τὸ τὸν πατέρα περιόντα [ἀπ]εσχηκέαι: this is not certain; both πατέρα and περιόντα are difficult readings, we miss the expression of an object for ἀπεσχηκέαι, and the phrase cannot be made to correspond exactly with what is said in l. 28. A corresponding clause in CPR, 23 = M. Chr. 294, 12 has διὰ τ]ὸ πάντα αὐτὴν ἀπεσχηκέαι, but πάντα or similar cannot have stood here. For τὸν πατέρα περιόντα cf. e.g. P. Oxy. XVI, 1886, where Anastasius περιῶν ὑπεδέξατο. . . . χρυσίου (l. 3), but ἀφνω τέλει τοῦ β[ι]ου ἐχρήσατο (l. 11) before repayment.

21. διὰ χειρός: contrast the original payment of the dowry, which was made through a bank.

23. ὑπογρ(αφή): cf. P. Mich. V, 340, 111 and 119, where ὑπογρ(αφή) occurs at the end of an agreement before the signature. Similarly in P. Merton III, 110, 24 the abbreviation should be expanded ὑπογρ(αφή) and not ὑπογρ(αφεύς).

24. Αρ. υτου: see the note to l. 7.

28. διὰ τὸ τ[ὸν] πατέρα μου ἐσχηκ. . . με: the whole of this phrase is very doubtfully read and unsatisfactory; cf. ll. 20–1 n.

31. The third hand must have added the registration mark and the first word is no doubt an abbreviated form of ἐντέτακται. After it one expects διὰ τοῦ ἐν Τεβτύνει γραφείου, or a variation on this, but I have not succeeded in reading it.

## 131. DONATIO MORTIS CAUSA

Arsinoite nome

Second century A.D. (after A.D. 119)

Inv. no. 118 verso

9.5 cm. × 18.5 cm.

The document is written across the fibres on the back of 130 in a large, rather untidy script which is badly rubbed and for the most part barely decipherable. The papyrus is complete except at the top, where comparison with the recto shows that not more than two lines are lost.

As far as l. 16 the papyrus contains a *donatio mortis causa* made by a certain Heracleos; for this type of document see the introduction to P. Mert. III, 105. A feature of note here is that Eutychis is described as the *κληρονόμος*, but a substantial legacy is also left to Heracleos' brother; among the parallels for this are P. Oxy. I, 105 and P. Tebt. II, 381. This latter document and SB VI, 9377 are very close in format to the present *donatio*.

As it was written on the back of another contract and makes frequent use of abbreviations, it was no doubt only a draft. This accords with the way the rest of the papyrus has been used for further jottings, which seem to have no connection with one another. After l. 16 there is a line drawn across the papyrus, then four lines in a new hand which are so badly rubbed I have been unable to get any connected sense out of them. There follows one faintly written line in a quite different hand, then two more lines in which *περί τοῦ* . [ ] *τοῦ αὐτοῦ* can be made out, then three large crosses before, right at the foot, in another different hand, we read *καὶ Χαιρήμων τοῦ α . . . . | μ . .* Finally, at right angles to the rest of the writing and along the left margin, a hand which is again quite different has written . . [ . . ] . . *οφης ἀπὸ ἀμφοδου Ἀράβων*. This may perhaps relate to the text on the recto. An *amphodon* of this name is known to have existed at Arsinoe, see Preisigke, *Wörterbuch*, III, Absch. 22.

[ . . . . . ±17 . . . . . ] λω . . . . [ . . ]  
 [ . . . . . ] . ρ . [ . . . . . συγκε]χωρηκέμαι  
 [ τὸ ] γ Ἡράκλῃ [ ον μετὰ τῆ ] γ ἑαυτοῦ τελευ-  
 τὴν εἶναι αὐτοῦ [ κ ] λ [ η ] ρ ο ν ( ὄ μ ο ν ) Εὐτυχίδα  
 5 Ἡρωνος ἧς καὶ εἶναι τὸ ὑπάρχ(ον) αὐτῷ ἐν  
 κώμῃ Τεπτύγει μέρος ὅσον ἐὰν ᾖ οἰ-  
 κίας καὶ αὐλῆς, τῷ δὲ ὄμοπ(ατρίω) καὶ ὄμομητ(ρίω)  
 ἀδελ(φῷ) Ἡρωνι συγκεχω(ρηκέμαι) τὴν ὑπὸ αὐτοῦ  
 καταλειφθησο(μένην) ἐνδομενείαν πᾶσαν  
 10 καὶ ἐνοφι(λόμενα) αὐτῷ καθ' ὄ(ν)δηποτ(οῦν) τρόπο(ν),  
 [ τῆς δὲ κηδείας κ. ] πρὸς τὴν κληρον(όμον)  
 οὔσης τῆς τοῦ Ἡρακ(λήου) κηδείας καὶ περιστρο(λῆς)  
 καὶ ἀποδ(όσεως) ὧν ἐὰν φανῆ ὀφείλ(ων) καθ' ὄν-  
 δηποτ(οῦν) τρόπον, ἐφ' ὃν δὲ χρόνον περι-  
 15 εστιν ὁ Ἡράκ(ληος) [ ἐ ] χίη τὴν ἐξουσίαν οἰκο-  
 νο(μεῖν) ὡς ἐὰν αἴρη[ τ ] αι.

9. l. ἐνδομενίαν

10. l. ἐνοφειλόμενα

15. l. ἔχειν

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## Translation

. . . that Heracleos has granted that after his death his heir is to be Eutyichis, daughter of Heron, to whom is also to belong the part belonging to him in the village of Tebtunis, of whatever size it may be, of a house and courtyard, and that he has granted to his brother Heron, son of the same father and mother, all the household goods which he shall leave and what is owed to him in any way whatsoever, the funeral and laying out of Heracleos being the responsibility of the heir, and the repaying of whatsoever he shall be proved to owe in any way whatsoever, and so long as Heracleos survives he is to have power to administer (his property) however he chooses.

## Notes

2. *συγκε]χωρηκέμαι*: the reading of the last three letters is extremely precarious.

2 ff. The construction would normally be *συγκεχωρηκέμαι* followed either by the dative (as in l. 8) or by *εἶναι* and the genitive; for the heir's name in the accusative cf. P. Mert. III, 105, 7 n.

4-5. *Εὐτυχίδα Ἡρωνος*: presumably the wife or daughter of Heracleos, unless Heron here is identical with the Heron in l. 8, in which case Eutyichis is his niece.

8 ff. There would seem to be a distinction between the movables, which go to the brother, and immovable property, which falls to the heir.

14 ff. On this clause of revocability see Taubenschlag, *Law of Greco-Roman Egypt*<sup>2</sup>, 204-6. One of the normal places for it is at the end of the contract, immediately before the names of the witnesses and the signatures (e.g. *SB* v, 7559), so that this may be what the next four lines (see the introduction) contain.