P. Princ. II 84 Revisited

In publishing the Greek recto of this fragmentary document in 1986, E.H. Kase, Jr. identified it as the sale of a house1 from the 5th century A.D., a dating he accompanied by a question mark. The provenance of the papyrus was given as "unknown." Kase noted that a Coptic text stood on the verso; this was published by Leslie MacCoul in ZPE 96 (1993) 227-9, where it is identified as a contract to supply wine at a future date against a present payment. She does not comment on the date, but she suggests that the Hermopolite name is the provenance, a remark based mainly on the name Taurinos (in the unpublished line 32) but also buttressed by the citation of a Greek text providing a close parallel to the Coptic.3 Digital images of both sides of the Princeton papyrus are now available in APIS.4 The Greek hand is obviously sixth-century, and the parallels to the phraseology are of the same century, as the editor's introduction indeed acknowledges.5 The Coptic text is thus cer-

1 Bibliography on sales can be found in H.-A. Rapprechte, Kleine Einführung in die Papyrologie (Darmstadt 1994) 115-7. For an updated list of sales from the period A.D. 400-700, see the appendix to this article.

2 Although most common in the Hermopolite, the name is in fact found elsewhere. It is fair to record, however, that the instances known at Aphrodite all appear to belong to officials who are likely to have originated elsewhere. The origin of the individual in the present case naturally need not be the place of writing of the document.

3 This document is cited as SPP XX 144, but in fact it has been republished with an additional fragment containing lines 1-11 as SB XVI 12492; there the date is given as A.D. 638. The parallel is in fact very partial; although many common elements occur, the order and phrasing are different in a number of passages.


5 We take the opportunity to note another misjudgment of date in the volume. P. Princ. II 85, a sale of a slave, is dated also to "5th (?) cent. A.D." In fact this
tainly not earlier than the later 6th century and could easily be somewhat later. We offer some comments on readings in the Coptic document after our reedition of the Greek text.

The question of provenance is difficult. The surviving names (apart from Taurinos) are not distinctive and none can be securely identified with a known person. The formula ἡκάνες ὀνόματι ἔχειν δοκεῖν ποιέων συλλέγειν in lines 2-3 is not distinctive, and not enough survives here for us to be certain that the variant in this text matches that attested in one place rather than another. The closest parallels appear to be from Hermopolis and Aphroditos, but we must reckon with the fact that many legal documents in the archive of Dioskoros were drafted during his years (566-73) working as a notary in Antinoopolis, the close neighbor of Hermopolis. The formula in line 8 (see note ad loc.) is known only from Hermopolis and Antinoopolite documents, but once again nothing in that fact would preclude the possibility that we have a document found at Aphroditos and written in Antinoopolis, or even that the formula was used more widely than our surviving documentation indicates. More decisive, perhaps, is the very opening of the Princeton papyrus, εἰς πάντα τὸν ἑγγύεσθαι κατά τὴν ἐπικαμήλον. To this precise phrase there is no parallel, but its near cousin with πρός in place of εἰς is found exclusively in the Aphroditos papyri, with one attestation (P.Herm. 32) lacking a certain provenance (see n. 7 below), and the same is true of the phrase εἰς πάντα τὰ ἑγγύεσθαι found earlier in most of the same Aphroditos papyri (see note to lines 2-3). This is the strongest evidence for an Aphroditos provenance. As our

discussion of the price will show (note to line 7), the παρὰ κτητόρα phrase also points to Aphroditos. The formula of the Coptic contract is certainly similar to some from Hermopolis (cited below), but without comparable material from Aphroditos it is hard to say how distinctive these formulas are.

The Princeton collection contains, as far as a search of catalogue records in APIS discloses, no sixth-century Hermopolite papyri, but there is one published papyrus belonging to the Dioskoros archive (P.Princ. II 89; inv. GD 7681a), and one unpublished contract (GD 7177) assigned "Aphroditos (?)" as a provenance. This information, however scanty, also favors a provenance from Aphroditos for P.Princ. II 84. It should be pointed out, however, that the loan for repayment in kind, the "Lieferungskauft" analyzed by Andrea Jördens in P.Heid. V, is not a feature of the Aphroditos documentary corpus; Jördens' list (pp. 296-301) contains not a single example. Such documents do occur in the material from all of the other major sixth-century provenances (Arsinoe, Herakleopolis, Oxyrhynchos, Hermopolis, Antinoopolis). It is hard not to wonder if the reuse of the papyrus for the wine document is not to be attributed to Hermopolis or Antinoopolis.

Much of the original papyrus is clearly lost; its surviving width is at maximum 16.5 cm. We have only the last three lines of the main body of the contract, the subscription of the first seller, and the subscription of the second seller together with the statement of her hypographeus. The first three lines were not read very successfully by the editor. In the first two lines, the right-hand part of what the editor read stands on a separate fragment, placed in the frame today too far to the left. We propose to read the Greek text as follows:

6 MacCoull has suggested (p. 229) that "since one of the parties to the sale is Euphemia daughter of John, a nun (μονοκοιται), it is possible that γυνη in line 4 (cited wrongly by MacCoul as 5) might not be understood as γυναῖκα but rather as the religious title 'Αυγα, 'Ama, Mother,' here in the dative: 'I have sold to Ama Euphemia ....' This could make the Greek document an instance of a religious woman purchasing a dwelling." That, however, is impossible. Euphemia subscribes in lines 9ff. as a seller; the subscription of the purchaser would have no purpose, and her (i.e. her hypographeus') δὲ τὸ ἔσχος could be δὲ τοῦ ἔσχος if the second noun is omitted.
however, this view rests on inadequate restorations. It will be observed that in line 3, where the first, scribal hand is at work except for the last few letters, the preserved text to the left of the break at the right side amounts to 25 letters, while the restoration in line 2, where considerably more is lost, requires some 33 letters. That is, not quite half of the text must be lost at right. Bearing in mind that the blank left margin would have accommodated another 4-5 letters, we may estimate that the total width of the text was around 50-55 letters, occupying all but the left margin of a normal roll of 32-33 cm in height. That is, half of the width of the Greek document is lost. The larger hand of lines 4-8 will have given lines of only about 35-40 letters each. In line 9, where the restorations are secure, the amount restored is 19 letters, yielding a total count of 35 (plus an abbreviation stroke); in line 9, where the third and somewhat smaller hand picks up, a restoration of 21 letters yields a linewidth of 50 letters.

1 It is not evident what to restore in this line. The appearance of the proper name Phibios (attested at Hermopolis and Aphroditos) is unexpected, as this section of sales is usually occupied with legal boilerplate, not information about the parties. It is also possible that the name is connected with the description or boundaries of the property, but this also is not expected at this point in the formula.

2-3 The restorations are based on standard sixth-century phraseology, although πρὸς is normal instead of εἰς. P.Herm. 32.30-31 (perhaps from Aphroditos, cf. n. 7 above), is a good example: κοὶ πρὸς πάντα τὰ ἐγγεγραμμένα [ὅπως ἐγραμμένα] (7 ἐπιγραφηθέντες τοῦ Φίβιος πάντα τὰ ἐγγεγραμμένα ἐφοδιαζόμεθα). Naturally, one could restore ἐπιγραφηθέντες with some degree of abbreviation. The formula of ἐγγεγραμμένα πάντα in P.Herm. is attested in variations in Hermonopolis (P.Flór. III 323.20), Lykopolis (P.Princ. II 82 = SB III 7032.75-76), Syene (P.Münch. I 457.46-47), and Aphroditos (numerous instances, e.g., P.Mich. XIII 662.60-61). The κοὶ πρὸς πάντα τὰ ἐγγεγραμμένα ἐπιγραφηθέντες part of the clause, however, is attested (apart from the uncertain case of P.Herm. 32) only in documents from Aphroditos: P.Mich. XIII 662, 663, 664, and 667; P.Michael. 40 and 52; SB XVIII 13320, P.Val.Aphrod. 4 and 5. The occurrence of εἰς here instead of πρὸς is probably to be explained as

11 ἀμ

...And to all that is written within, having been formally questioned, we have agreed these things so to be, give, do and keep.

(2nd hand) I, Serenos, ... have sold together with Euphemia ... the aforementioned entire house with all its appurtenances, and I have received together with her their price of ... solidi less fifteen carats of gold, and I shall guarantee as aforesaid, and having been paid in full I released the document of sale.

(3rd hand) I, Euphemia daughter of John, female monk, the aforementioned, have sold together with Serenos the aforementioned entire house with all its appurtenances, and I have received together with him the ... solidi of gold less fifteen carats as its price, and I shall guarantee as aforesaid and having been paid in full I released the document of sale. Kollouthos son of Am[...
a slip caused by the use (in these same documents, plus P.Lond. V 1660) of the phrase εἰς πάντα τὰ ἐγγεγραμμένα (or in P.Mich. XIII 667.25-26, προγεγραμμένα) at an earlier point in the formulary. (At the conclusion, P.Lond. V 1660.47 reads ἐφ’ ὧν αὐτῷ τοῖς ἐγγεγραμμε- νοῖς.) The distinction from Hermopolite usage can be seen clearly by comparison with P.Flor. III 323.20, where for ἐγγεγραμμένα we find προγεγραμμένα and after ἐπερεὶ[τη]δεῖς we get παρ’ αὐτῷ. Neither of these is compatible with the spacing and the traces in the present papyrus.

3-4 It will be noticed that neither Serenos nor Euphemia has the praenomen Aurelius (or Flavius). In the context of a legal document, that is likely to indicate religious status, something that we know Euphemia had as a female monk, for clerics and monks generally do not use Aurelius. See briefly J.G. Keenan, ZPE 13 (1974) 287 n.155 and J.R. Rea, ZPE 99 (1993) 89. There are exceptions both for clergy and for monks, however, and a proper study of this subject would be worthwhile. In all likelihood, then, a title like μοναχος or some clerical grade followed Serenos' patronymic in line 3, occupying the remainder of the available space.

4, 6, 9, 11 The phrasing of the subscriptions to a sale contract with άμα in this manner is paralleled as far as we know only in PSI XII 1239 (Antin., 430), which is also a parallel to the phrasing in line 8 (see below). The lacuna in 4 may have contained Euphemia's patronymic (Ἰωάννης), a description of Euphemia's relationship to Serenos, or μοναχος.

5, 10 A wide variety of phraseology with σών χρηστήριος is attested; the wordings restored here are both known, but σών τοῖς αὐτῷ would also be possible in 5.

6 τούτων is restored exempli gratia; τούτως would be equally possible, depending on how the writer was thinking about the property. This appears to be a rare instance in which the two subscribers did not write exactly the same text.

7 The bulk of the first editor's introduction is occupied by discussion of the problem posed by the purchase price. Here only the letter epsilon is preserved, while in line 12 only the word δεκαπέντε is preserved. These are obviously irreconcilable if both are assumed to be the number of solidi, and the editor properly excluded a very...

1-3 Kase believed that only about 9-11 letters were to be restored at right. Because he did not recognize the clause in line 2,
a slip caused by the use (in these same documents, plus P.Lond. V 1660) of the phrase εἰς πάντα τὰ ἔγγραμμά παῖν (or in P.Mich. XIII 667.25-26, προγεγραμμένο) at an earlier point in the formulak. (At the conclusion, P.Lond. V 1660.47 reads ἐπὶ ἄρας οὐκ ὑπὸ ἔγγραμμα-

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4, 6, 9, 11 The phrasing of the subscriptions to a sale contract with ἄφα in this manner is paralleled as far as we know only in PSI XII 1239 (Antin., 430), which is also a parallel to the phrasing in line 8 (see below). The lacuna in 4 may have contained Euphemia’s patronymic (Τωξάβου), a description of Euphemia’s relationship to Serenos, or μοναζούση.

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7 The bulk of the first editor’s introduction is occupied by discussion of the problem posed by the purchase price. Here only the letter epsilon is preserved, while in line 12 only the word δεσκαλάπτε is preserved. These are obviously irreconcilable if both are assumed to be the number of solidi, and the editor properly excluded a very high price like 115 sol. The editor then considered the possibility of reading the price as 5 sol., 15 ker., but rejected this on grounds of length. Even if the latter objection was misconceived (as we believe), such a price would be out of line with normal usage. The correct solution was recognized by H. Maehler, Das Römisch-Byzantinische Ägypten, Aeg.Trev. 2 (Mainz 1983) 182: the price must be a number of solidi beginning in epsilon παρ’ κερία δεσκαλάπτε.

There is no difficulty in restoring lines 11-12 accordingly, and the length of the expected restoration will accommodate any of a number of possibilities. It will be seen, however, that the same is not true in line 7, where even the shortest restoration (εις) and abundant abbreviation give us a line length exceeding that of the other restorations in the portion written by this person. One could gain two letters by assuming βεβαίω instead of the future, but this is a doubtful expedient.

The situation is complicated further by the fact that the παρ’ computations with solidi are not made up of random numbers. The list compiled by Klaus Maresch, Nomismata und Nomismatia. Pap.Colon. 21 (Opladen 1994) 159-71, shows that in the sixth-century documents from Hermopolis and Antinoopolis almost always show a number of keratia five or six times the number of solidi (that is, the solidi in question were reckoned as containing only 18 keratia). As with all provenances, there are occasional variations (e.g. P.Herm. 65, A.D. 553, with 3.6 keratia per solidus discount), and the precise history of this usage is not fully understood, but no restoration of εις will yield a figure compatible with the information known about Hermopolite and Antinoopolite documents. In Aphrodito, by contrast, the discount is usually 2 keratia per solidus, although some variety is again attested.

To make the number of solidi match the normal ratio to keratia in any known provenance, we could restore only εις [εις] ημέρα: 7.5 solidi x 2 keratia, correct for Aphrodito. This restoration, however, would exacerbate the problem of the length of the restoration. No number beginning in epsilon would yield a restoration compatible with Hermopolis or Antinoopolis. It is perhaps more attractive to restore εις and accept a ratio of 2.5 keratia per solidus. But there are enough quirky cases visible in Maresch’s list that we think prudence requires refraining from printing a restoration in the text.
The Coptic Text on the Verso

Of the 18 lines of this loan of money for repayment in wine, (otherwise known as a sale on delivery), MacCoul provided a text for 13 (lines 6-18). The first five lines she declared too fragmentary for transcription ("Almost nothing can be read ..."). These lines are indeed very difficult (see, as well as the online image, ZPE 96 [1993] pl. V), but we offer here a partial transcription, which contains some points of interest. Some improvements are also possible in lines 6-18. In order not to disturb the line numbering of MacCoul's edition, we have numbered what we now believe is the first line as zero.

1-5 Lines 1-2 give the identity of the debtor: "I, Plaketas the vineyard-worker, son of Victor, from ... in the name of ... write to ..." On the debtor's name, see the notes to lines 15 and 15-16 interlinear. The occupational title is restored on grounds of space, comparing P.Lond.Copt. I 1040.1. The name of the creditor/purchaser should appear in lines 2-3; Taurino in line 3 is perhaps the patronymic of the creditor. Line 4 undoubtedly contained the opening formula acknowledging the obligation to deliver the wine, but we have not been able to read all of it in the surviving traces. In all likelihood, ΚΩΒΔΔΟΣ stood in the lacuna before ΚΓ, and it is conceivable that its kappa is partly visible just before the lacuna. Before that the parallels suggest ΤΙΧΡΩΣΤΕΙ ΝΛΧ, but we have not managed to read that. What we have read might instead suggest a form of ομολογείν, but that is not used at this point in the parallels. In line 5 the amount of "fifty kadoi of wine" is clearly written; probably a
phrase describing the capacity of the kados followed in the lacuna. At the very end of line 4 it is possible that an amount in the hundreds preceded "fifty," but if so we have not managed to read it. The surface on the right side in lines 4-5 seems very disturbed, and we are not certain that there is not something written between the lines.

6 Ed.pr.: ΝΑΪ ΤΙΣΟΜΟΛΟΓΕΙ ΜΙΝΩΤΗ Ν[ΑΜΦΙΒΟΛΑ ΠΑΡΑΣΚΕ ΝΑΚ ΚΝ], "these [sc. the measures of wine] I agree with no equivocation to furnish you in ..." (the editor in fact begins the translation "... for me," but this is an erroneous translation of ΝΑΪ, which is the demonstrative here). The parallel passage in P.Lond.Copt. I 1040.4, however, gives the wanted sense: ΝΑΪ ΤΙΣΟΜΟΛΟΓΕΙ ΤΑΤΑΛΑ ΝΑΚ ΚΝ ΠΟΥΝΟΥΗ ΜΙΝΩΤΗ Ν[ΑΜΗΦΙΒΟΛΑ ΠΑΡΑΣΚΕ ΝΑΚ ΚΝ]. This is the correct rendering of ΝΑΪ, which is the demonstrative here). The parallel passage in P.Lond.Copt. I 1040.4, however, gives the wanted sense: ΝΑΪ ΤΙΣΟΜΟΛΟΓΕΙ ΤΑΤΑΛΑ ΝΑΚ ΚΝ ΠΟΥΝΟΥΗ ΜΙΝΩΤΗ Ν[ΑΜΗΦΙΒΟΛΑ ΠΑΡΑΣΚΕ ΝΑΚ ΚΝ], "these I agree to give to you, God willing, in Mesore ..." Line 10 should be in fact read ΝΑΪ ΤΙΣΟΜΟΛΟΓΕΙ ΤΑΤΑΛΑ ΝΑΚ ΚΝ ΠΟΥΝΟΥΗ ΜΙΝΩΤΗ "these I agree to give to you from the crop of the eleventh indiction in ..." (see note to line 7 for the continuation).

7 ΜΕΣΟΠΕ ΠΕΣΟΤ [CYN ΨΘΩ ΜΙΝΩΤΗ ΝΑΙΚ(ΧΙΟΝ)) X (measures), ed.pr. In the Greek parallel cited, however, an amount is not given here: ΚΥΝ ΨΘΩ ΜΕΣΟΠΕ ΠΕΣΟΤ [ΧΙΟΝ) X (measures). Similarly, Coptic sales like P.Lond.Copt. I 461 and 1040 in this place do not give the quantity, which has been mentioned earlier; the first of these is particularly revealing: ΤΑΤΑΛΑ ΝΑΚ ΠΕΣΟΤ ΝΙΚΑΝΟΤΙΟΝ ΗΝ(ΚΤΙΟΝ)) ΧΙΟΝ) X (measures). The parallel passage in P.Lond.Copt. I 1040.5 continues precisely as line 8 does here.

8 At the end of the passage the printed text reads ΓΙΑΡΕΣΚΕ ΝΑΚ ΠΑΡΑΣΚΕ ("satisfactory to you and ...") before continuing in line 9 with ΨΘΩ ΜΕΣΟΠΕ ΠΕΣΟΤ ΕΠΟΥΗ. Here again the London parallels are decisive; they are indeed cited in Crum, Coptic Dictionary 656b along with other examples in the defining ΨΘΩ. We should read at the end of the line, ΤΑΤΑΛΑ, the conjunctive "I am to protect them for you" etc.

Appendix: List of House Sales, A.D. 400 – 700

The list is arranged by provenance (the place of writing, not of finding) and date; provenances and dates are given in principle according to entries in the HGV internet version.

Antinoopolis

PSI XII 1239 = SB IV 7996 (430): third share of one-storey house; price: 2 sol.

SPP I, pp. 7-8 (454): half share of house with a cistern, underground chamber, court and equipment; price: 9 sol.

P.Berl.Zill. 6 (527-565): 2/3 part of a house, i.e. 3 kella, 1 koiton, 2 topoi, + share in well and sun room; price: lost.

Aphrodisite
P.Vat.Aphrod. 4 (22nd half VI): (part of) a house; price 3 1/2 sol.
P.Vat.Aphrod. 5 (VI): (part of) a house; price: lost.
P.Vat.Aphrod. 6 (VI): (part of) a house; price: 1 1/2 sol. – 2 ker. 9
P.Princ. II 84 (VI): a house; price: [ ] sol. – 15 ker.
P.Mich. XIII 662 (615): part of a house in decay; price: 2/3 sol. – 2 ker.

SB XVII 13320 (= P.Mich. XIII 665; 613-641): part of a house consisting of a hall and two men's apartments; price: 2 1/3 sol. – 2 ker.

Apollinopolis Magna
P.Grenf. I 60 (582): share of a walled courtyard (BL XI, p. 86); price: [ ] ker.
SB I 5112 (618): half a hall in a house; price: 1 2/3 sol.
SB I 5114 (630-640): 1/3 part of a house; price: 1 1/3 sol.

Arsinoe 10
BGU II (VI-VII): receipt for the price of an already sold house; details of price not indicated.
P.Dubl. 32 = SB I 5174 (512): a hermit's cell; price: 8 sol., 1200 myr. den.
P.Dubl. 33 = SB I 5175 (513): a hermit's cell; price: 10 sol.

Bau, Diopolite Minor
P.Lond. V 1735 + 1851 (?) (see BL VII, p. 92; late VI): a fifth part of a house; price: 3 sol.

Herakleopolite
P.Rain.Cent. 102 (459): (part of a) house?; price: lost.
P.Köln VII 323 (Papa Megale; VI/VII): an entire house + courtyard and well; price: 22 sol.

Hermouthite (Memnoneia)
P.Lond. III 991, pp. 257-258 (482/483; see CSBE 2 App. D): and entire house; price: 5 sol. 11
P.Herm. 28 (503): an entire (?) house; price: 2 sol.

Hermopolis
CPR VII 46 (VI): half part of a *ktema*; price: lost.
SB VI 9583 (600): 1/2 of a small *koiton* in decay; price: 10 ker.
BGU XVII 2698 (VII): a dining room + terrace above; price: 3 sol. – 3 ker.
P.Herm. 35 (VII): an entire house in decay; price: lost.

Kynopolis
T.Varie 15 (VI): an entire house + courtyard and well; price: not preserved.

Oxyrhynchus
P.Wash.Univ. I 15 (late V): 1/8 of a house with a courtyard, well and other appurtenances; price: not preserved.
SB VI 8987 (644/645): a *symposion* + *aithra*; price: 3 sol. of 23 ker. each.

Panopolis
P.Par. 21 ter + P.Par. p. 257 (599): a third share of a three-story building with underground chambers; price: 2 sol. – x ker.

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9 In line 8, the editor has incorrectly restored the numeral for keratia as γ rather than the correct β.

10 Although Preisigke entitled SB I 5320 a "Hauskauf," we omit it because it is actually a sale of plots of agricultural land.

11 In line 3 restore [ἀν ὁ κάμης Μέγανον] καυν.
Syene


P. Lond. V 1722 (530): house with two cellae in basement, two dining rooms on second floor with terrace, two others on unroofed third floor also with terrace; price: 18 sol.

P. Lond. V 1724 (578): house with a small cella on first floor, dining room and small chamber (doma), a third share of another chamber and a third part of all equipment including porch, pylon, terrace, and half share of a bake house; price: 10 sol.

P. Lond. V 1725 (585): transfer of half share of a house to sister and brother-in-law on condition that the latter assume the entire obligation for maintenance of his mother.

P. Münch. I 9 (585): half share of a dining room in a four story house, share of fourth story chamber, share of a house inherited from his father, share of a small house inherited partly from mother and partly from father, and a half share of another house purchased by vendor; price: 10 sol.

P. Münch. I 11 (586): half share of a home including half share of porch, pylon, terrace, sun rooms, and bake shop; price: 5 sol.

P. Münch. I 12 (590): half share of three story house, cella on first floor, dining room on second floor, hypopession, dining room on third floor, open air chamber and large room with equipment; also half of porch, pylon, terrace, and bake shop; price: 5 sol.

P. Lond. V 1733 (594): half share of a dining room on the second story, fourth of an open air apartment above the accubitum with half of a porch, pylon, terrace, passageway and bake shop; price: 3 sol.

P. Münch. I 13 (594): half share of a court of a house in decay; price: 1 1/3 sol.

P. Lond. V 1734 (mid VI): dining room; price: 3 sol.

P. Münch. I 16 (end of VI): court; price: 2 sol.

This

P. Par. 21 bis (592): house in ruins, a small cella and lot; price: 3 sol. – 1 ker.

P. Par. 21 (616): entire house; price: 13 ker.

Provenance Unknown

P. Köln III 155 (VI): house + appurtenances; price: 4 2/3 sol.

SB XX 14448 (VI/VII): half part of a house; price: lost.

P. Got. 22 (VI): a small house and an epaulis; price: lost.

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