

The vendors acknowledge that they have received the consideration in full, paid at once, in cash. The price is not reported, probably because 6.3.6 is just a subscription to a more detailed sale contract that gave the exact sum. The vendors also pledge to warrant the purchaser against legal defects. Heron chose here a simple variation of the clause that points to public and private debts and claims. At the end of the contract Heron states that he wrote on behalf of his illiterate wife, a common clause. Such a clause was necessary, perhaps, because the wife also took on certain obligations in the contract and the statement was essential to make them enforceable.

I, Heron son of Akousilaos, and my wife Thaisis daughter of Herakles, and my sister Phariene, and our mother Thermoutharion daughter of Pharos, with the guardians of each of the women, of Thaisis, me, her husband, and Phariene and Thermoutharion [...] acknowledge that we, Heron and my sister Phariene, have sold to Horion son of Didymos the vineyard that belongs to us, inherited from our father, in which the vines are trained on trees, consisting of one-half of an aroura in the class paying the tax of one-sixth, and all the appurtenances, among which there are a half share of the stone well and the windlass, and a share of the storeroom and of the irrigation canal and the fishing and the dike, and a half share of the supply of Greek reeds at the storehouse, all near Ibion Eikosipentarouron of the same division. The neighbors are: on the south and east, the holdings of the Maecenatian estate of Tiberius Claudius Caesar Augustus Germanicus Imperator; on the north, the vineyard of Didymion; and on the west, the vineyard of Kronion. And we have received from Horion the entire price agreed upon, in full, at once, from hand to hand out of the house, and we guarantee the sale on mutual security with every guarantee both from public debts of past time up to the seventh year and the seventh year also of Tiberius Claudius Caesar Augustus Germanicus Imperator and from private encumbrances and every claim forever as aforesaid. I, Heron, wrote also for my wife since she is illiterate.

#### 6.4 Sales of movables

*Roger Bagnall*

The sales of movables presented here all come from the Roman period and are all composed according to the typical subjective homology formula (Chapter 2 introduction) of the period, with the exception of the terse 6.4.1, which says: "I have sold" rather than "I acknowledge that I have sold." The length and complexity of the documents do not appear to be

correlated to the date of composition, as early Roman animal sales like 6.4.4 and 6.4.5 are very fully developed. Rupprecht (1994: 115) has remarked that in general the care and detail shown in sale contracts are greater with objects of high value, but this is not always the case, as a comparison of the brief 6.4.1 (200 drachmas) and the much more extensive 6.4.4 (160 drachmas) indicates. It is striking that of the documents presented here, only 6.4.5, the camel sale, gives any indication of the intervention of any institution in the composition and execution of the agreement. In that case, the third hand records payment of the purchase price through a bank deposit. For the rest, there is no indication of who composed the document. That is, they are *cheirographa* rather than deeds drawn up in the *agoranomeion* or any other official agency. This distinction is in general characteristic of sales of movables as compared to sales of land.

The bulk of these sales are of animals, principally donkeys, horses, and cows. Only a handful of sales of other movable objects survive, and there is no reason to believe that the surviving texts are not representative of the ancient situation in this respect. In all cases the price seems to have been paid in cash and the delivery of the object performed at the same time, and no sales effective on the realization of conditions are preserved. As Rupprecht has noted, the cash sales in the papyri create no obligations for either party except for the seller to defend the right to the object (with a partial exception of a warranty of slaves to be free from leprosy and epilepsy). None of the sales presented here creates any other obligation for the seller.

The reason for the existence of such documents in the case of animals is presumably much the same as in the case of slaves, although the public recording process of *katagraphê* (further below, 6.5) known for slaves (as for land) is not attested for animals. The animals are identifiable individuals with distinguishing colors and marks rather than fungible quantities, and it is not difficult to imagine the case in which someone sold a donkey to which he had no right – although, considering that even children might be the object of disputes about identity, it might not be easy for a claimant to establish the identity of a particular gray donkey. But possessing the sale contract would have obvious value for the buyer if such a dispute did arise. Donkeys are in fact the animal most commonly sold.<sup>34</sup>

<sup>34</sup> See generally for these transactions Litinas (1999) with the earlier bibliography; an updated list can be found at [www.philology.uoc.gr/ref/Sales\\_of\\_donkeys/2008-04-20\\_text.doc](http://www.philology.uoc.gr/ref/Sales_of_donkeys/2008-04-20_text.doc) (accessed August 4, 2013).

With the last three of these sales, however, the question of the reason for the existence of the contracts is less easily disposed of. We may indeed wonder on the one hand how likely it was that a third party would lay claim to a loom, or on the other hand why such sales do not survive for other classes of capital equipment – granite millstones, for example, or olive presses. Such things could certainly be the object of contracts, for example in the division of estates, but we do not find sales concerning them. This is perhaps just an accident of preservation. The value of the loom sold in 6.4.6 is substantial, even if lack of prices from this period makes it hard to contextualize it exactly. It may have been worth something like sixty artabas of wheat. The triclinium sold in 6.4.7 is worth 500 drachmas, around twenty artabas at the time.

Most surprising of all is 6.4.8, the sale of wood. The text is not fully preserved – the loss of any price originally given is particularly regrettable – but even as it stands it gives less information than we might imagine. The number of trunks or logs of each type of wood is not given except for willow and olive, and for none of them is the length or weight specified. Tree trunks were undoubtedly not quite a fungible good, but wood is so readily cut up that within a day or two after the sale it could become difficult to identify the item sold and thus ensure its conformity to the description in the document. It is possible that the lost second part of the document contained information that would allow us to divine the purpose of creating such a text. At all events, it is hard to avoid the conclusion that the creation of a sale contract of this sort, and perhaps for all movables, was legally optional, representing a form of protection for the buyer but not necessary for the actual transfer of possession and use.

The general problem of the reason for the existence of these sales can also be refocused by the virtual absence of such texts from the Ptolemaic period. Joseph Manning has called attention to the scarcity of donkey sales from the Hellenistic period (Manning 2002/03). He cites the Tebtunis papyrus published by Duttenhöfer (1996) as the sole Greek example currently known (a couple of other fragmentary animal sales are known; cf. Duttenhöfer 1996: 297 n. 2), and he publishes the first Demotic example. The Greek papyrus is a third-person (objective) homology in the form of a double document with six witnesses dated to 145 BC. The Demotic sale is probably from the Fayyum and is assigned by Manning to the late third century BC. It comes from a significantly different legal tradition than do the Greek sales, representing a bilateral agreement in which the price has not yet been paid. As Manning points out, animal sales are known from pre-Hellenistic times, and it is their scarcity in the

Ptolemaic period that is surprising. He cautions against too simplistic an explanation for the pattern of the documentation.

There is no indication that the Greek sales of movables served as transferable title deeds to the animals or other objects sold – that is, that they might have been passed with the object to a subsequent owner. In the case of animals this may be a moot point, but with a loom or similar object it might not be. It seems more likely, however, that a subsequent sale would have been the subject of its own sale document.

#### 6.4.1 Sale of cows

*P.Sarap.* 10 (Hermopolis, 14 October AD 124). Image at Papyri.info.

This short document of sale contains only the barest essentials: the identities of the parties, the number and a very brief description of the animals, the price, an “as is” and irrevocability clause, without guarantee, and the date. The origins of the parties and place of the transaction are not stated, but the purchaser is from Hermopolis and the transaction probably took place there. The first cow is described as *thêlazousan*, which can refer either to the cow nursing or to the calf being nursed. The document lacks the recapitulation and signature (the *hypographê*, or subscription) at the end. That could in principle indicate that we have the seller’s copy, where the need for the signature would be absent (the seller would not need to enforce the contract), but as it was part of the papers of the purchaser, this is unlikely to be the explanation in this case. Indeed, it also lacks the *kyria* clause indicating enforceability.

Didymos son of Demetrios to Anoubion son of Sarapion, greetings.

I have sold to you two cows, one colorless, a suckling female heifer, the other reddish-colored, and I have received from you the agreed-upon price from hand to hand, two hundred drachmas of money, total, 200 dr. of money, these cows being as is and unrejectable. Year nine of the Emperor Caesar Traianus Hadrianus Augustus, Phaophi 17.

#### 6.4.2 Sale of a cow

*P.Sarap.* 11 (cf. *BL* XI 241) (Hermopolis, 1 March AD 128)

This short document of sale, from the same archive as 6.4.1, gives the origins of the parties but is notably brief in describing the cow, of

which only the gender and color are given. Unlike 6.4.1, it does include a complete guarantee, expressed in the briefest of terms. Like it, however, it lacks an enforceability clause, a recapitulation, and a signature at the end.

Harpaesis son of (*name lost*), from Hermopolis, registered in the district of West Fort, to Anoubion son of Sarapion, Hermopolite, greetings. I acknowledge that I have sold to you the one reddish cow belonging to me and I have received herewith from you the agreed-upon price of sixty-two drachmas of money, total, 62 dr. of money, and I shall guarantee (it) with every guarantee. Year 12 of the Emperor Caesar Traianus Hadrianus Augustus, Phamenoth 5.

### 6.4.3 Sale of a horse

*P.Sakaon* 62 (Theadelphia, 22 January AD 328). Image at Papyri.info.

The first party to this contract has a military title, the second is apparently a villager from Dionysias.<sup>35</sup> The contract contains a seller's guarantee but also an "as is" clause stating that the horse cannot be rejected by the buyer subsequently. Enforceability clauses and the stipulation are also present.

Flavius Sabinus, soldier seconded in the camp of Narmouthis, belonging to the *ex-protectores* under the command of the *praepositus* Salvitius, acknowledges. I acknowledge that I have sold to Aurelius Capito son of NN, from the village of Dionysias, the russet mare belonging to me, who has shed her first teeth, for the price agreed-upon between us of one hundred thirty talents of money, in full, of the coinage of the Emperors, from hand to hand, and I guarantee with every guarantee. And the purchaser has received herewith this mare as is and not subject to rejection.

The sale is enforceable, and having been asked the formal question, I agreed. After the consulate of Constantius and Maximus the most illustrious, Tybi 26.

<sup>35</sup> According to the edition he was *primipilarius* of Dionysias. This title, although to my knowledge never questioned, is implausible. *Primipilarius* was an official position in the imperial administration and not attached to a village. On the printed plate and the online image (<http://ipap.csad.ox.ac.uk/Sakaon-bw/300dpi/P.Sakaon62.jpg>; accessed August 4, 2013) the editor's reading seems to me inadequately supported by the traces. It seems more likely that instead of the title there was a patronymic, followed by *apo*, "from". I thank Rodney Ast for his discussion of this text.

(2nd hand) I, Flavius Sabinus, soldier, have sold my mare and I have received the price in full as aforesaid. I, Flavius Aunes, soldier of the same camp, wrote for him because he is illiterate.

#### 6.4.4 Sale of a donkey

*O. Ber.* II 125 (Berenike, Red Sea, 26 July AD 61)

The papyrus records the sale of a male donkey by one Horos son of Komaros, to Nektharus son of Haryothes, for 160 drachmas (i.e., 40 tetradrachms). The bulk of the contract is written in the practiced hand of a professional scribe; the seller, in a less developed hand, acknowledges receipt of the sum in cash. There is a final restatement of the date in a very fast hand.

The contract is a unique example of a donkey sale from the Eastern Desert. The majority of surviving donkey sales come from the Fayyum, where there existed several animal markets, such as those at Kerkesoucha and Alexandrou Nesos, dominated by local sellers and breeders. Smaller regional markets also existed, at which animals changed hands between private individuals, but they are the exception in the surviving evidence (Jördens 1995: 60–61). A large regional animal market in Berenike is unlikely, given the lack of agricultural activity in the area and the settlement's position as an endpoint, as opposed to a crossroads, for land travel. The animal was most likely used for local hauling and breeding; donkeys were not the principal means of transport over the long haul between Berenike and Koptos, where camels predominated (Bagnall 1985; Jördens 1995: 95; Oates 1988).

Animal sales typically do not include the so-called “non-aggression” clause (Litinas 1999: 198); but here the language is expansive and complex, more typical of a loan or lease than an animal sale, and includes this clause. The clause protects both the seller and his assigns and the buyer and his assigns. When such a clause is included it is often compressed, as in *P. Oxy.* XLIII 3143 (AD 305). By contrast, the normally present guarantee clause is absent, perhaps because it was seen as redundant.

The sale includes, unusually, the pack-saddle. The donkey's color is, as usual, given, but (more uncommonly) not an age. The animal is sold “as is.”

[In Berenike] on the Red Sea, year 7, sacred, of Nero Claudius Caesar Augustus Germanicus Imperator, Mesore 2. Horos son of Komaros, grandson of Germullos, to Nektharus son of Haryothes, greetings.

I acknowledge that I have sold to you a white male donkey belonging to me, with a pack-saddle, just as it is, not subject to rejection, and that I have herewith received from you from hand to hand out of your house the price of one hundred sixty drachmas in Ptolemaic and Imperial silver, total 160 dr.

If anyone should summon or proceed against you or your assigns on my behalf or against me or my assigns in any manner concerning the above-mentioned donkey or its price or any part thereof, I myself shall necessarily defeat the plaintiff at my own expense or I shall immediately and without delay pay in full the price that I have received from you and an equal sum to the Treasury, and whatever may have been exacted from you on this account or expenses you may incur.

This agreement shall be enforceable and legal concerning the sale wherever it is produced as if it were registered in the public record office.

(2nd hand) I, Horos son of Komaros, grandson of Germalos, have sold and have received the price of one hundred sixty drachmas, 160 dr., price of the male donkey belonging to me, as aforesaid.

Year 7 of Nero Claudius Caesar Augustus Germanicus [ . . . ]

(3rd hand) Year 7, sacred, of Nero Claudius Caesar Augustus Germanicus Imperator, Mesore 2.

#### 6.4.5 Sale of a camel

*P.Oxy.* LVIII 3915 (Oxyrhynchos, 7–8 September AD 30). Image at Papyri.info.

The purchaser here is a freedman of an imperial freedman. The camel is almost fully described and comes with a saddle. The animal comes “as is” but the sale is guaranteed. A penalty to the Treasury as well as the buyer is provided in case of the failure of the seller to deliver on the guarantee.

[Anteis (?),] son of Titan, from Oxyrhynchos, to [Iulius] Florus Bola, freedman of Bola, freedman of the Deified Augustus, greetings. I acknowledge that I have sold to you the reddish camel belonging to me, which has shed its first teeth and has two brands, one on the right thigh and the other on the right side of the neck, along with its saddle, such as it is, and that I have received from you as a principal sum the four hundred forty drachmas of money in Imperial and Ptolemaic coinage agreed upon between us as its price, in full, through the bank of Sarapion son of Zoilos in the Serapeum in Oxyrhynchos, and I shall guarantee the sale for you with every guarantee or I shall repay the price that I received

from you increased by a half and your damages and as penalty an additional [-] hundred drachmas, with an equal amount to the Treasury, with no prejudice at all to you, Florus, in collecting what I owe you in accordance with (other) deeds of security. The contract is enforceable. Year 17 of Tiberius Caesar Augustus, month of Sebastos, 10.

(2nd hand) I, Anteis son of Titan, have sold the camel and the saddle and I receive the price, the four hundred forty drachmas of money in full, and I shall guarantee with every guarantee, without prejudice to Florus in what I owe him according to securities, as aforesaid. I, Philonides son of Theon, wrote for him because he does not know letters. Year 17 of Tiberius Caesar Augustus, month of Sebastos, 10.

(3rd hand) Year 17 of Tiberius Caesar Augustus, month of Augustus, 11, the deposit took place through the (bank) of Sarapion son of Zoilos.

Back: Sale of a camel . . .

#### 6.4.6 Sale of a loom

P.Oxy. XIV 1705 (Oxyrhynchos, 6 July AD 298). Image: Figure 11.

The high standing of the parties in this contract is remarkable: a soldier acting through a member of the local elite (a victor in the games) on the one hand, a woman of equestrian rank on the other. The loom, about  $3 \times 5$  meters in size, had been acquired by the soldier earlier in the same regnal year and was in storage rather than in use.

Valerius Petermouthis, soldier, through me, Aurelius Sarapion son of Sarapion, from the brilliant and most brilliant city of the Oxyrhynchites, former ephebe and victor in sacred games, to Aurelia Eudaimonis alias Apollonia, *matrona stolata*, greetings. I acknowledge that I have sold to you herewith the loom for Tarsian cloth which I purchased from Aurelius Sarapammon son of Thonis, from Oxyrhynchos, in the present year in the month of Mecheir 8, with a length of ten cubits and width of six cubits, and all the equipment of whatever amount where it is stored, for the price agreed upon between us of two talents and one thousand drachmas of money in coinage of the Emperors, which I have herewith received from you in full from hand to hand, and on being asked the formal question by you concerning this payment I have assented; you will transport this loom and its equipment from here where it is stored and transport it wherever you wish without hindrance, and you are to possess and own, along with your descendants and successors,

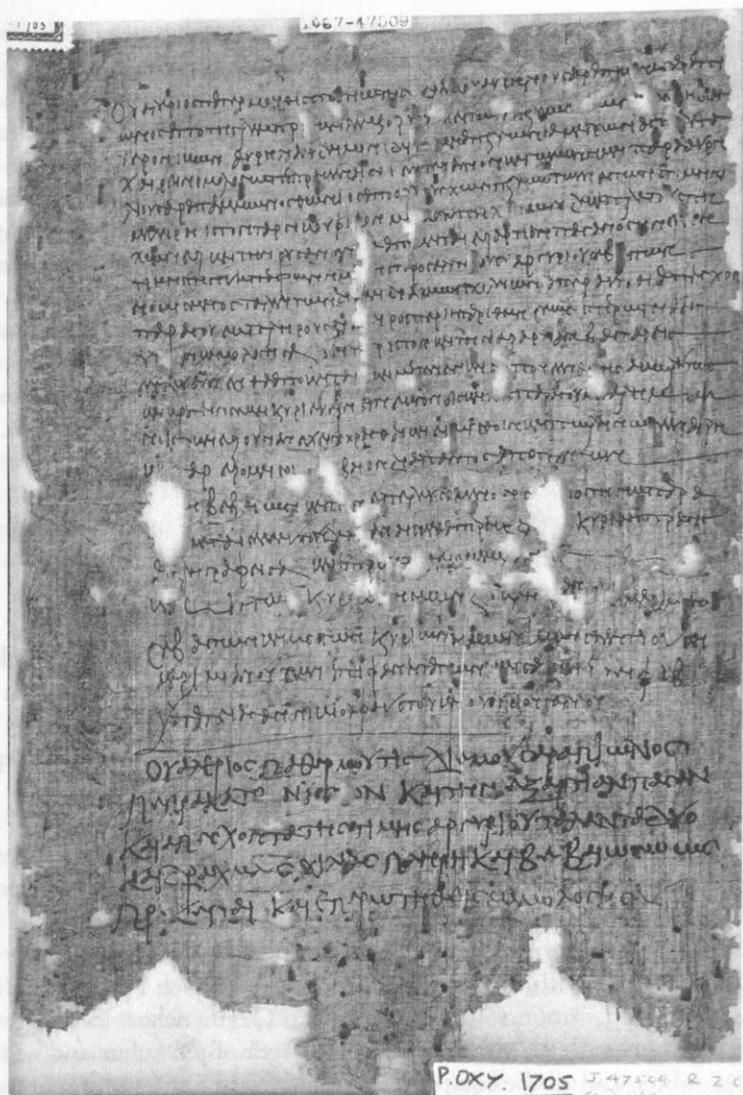


Fig. 11. Sale of a loom. *P.Oxy.* XIV 1705. Oxyrhynchos, July AD 298

and have the power to use and lease out and sell however you wish, and I shall provide it to you secure (*bebaion*) with every guarantee for all time from all risks, and I shall repel anyone who proceeds against you immediately at my own expense, as from a court proceeding. The sale is enforceable written in a single copy, and having been

asked the formal question I assented. Year 14 and 13 of our lords Diocletian and Maximian Augusti and year 6 of our lords Constantius and Maximianus the most noble Caesars, Epeiph 12, in the consulate of Anicius Faustus and Virius Gallus.

(2nd hand) I, Valerius Pathermoutis,<sup>36</sup> through me, Sarapion, have sold the loom and all its equipment, and I have received the two talents and one thousand drachmas of money for its price in full, and I shall guarantee as aforesaid, and having been asked the formal question I assented.

#### 6.4.7 Sale of a dining couch

*P.Oxy.* x 1277 (Oxyrhynchos, 9 August AD 255). Image at *Atti del xvii Congresso*, 3: 1127.

The seller in this unusual contract is a citizen of one of the Greek cities, a distinction that persisted even after all of the population was officially of Roman citizen status. The drafting is not impeccable: "as aforesaid" refers to nothing said earlier, and the clauses following the statement of the price appear in general rather hastily drafted.

Aurelia Sarapias daughter of Areios, citizen woman, acting without a guardian by right of children according to Roman custom, to Aurelius Theon son of Ammonios alias Aphynchis from Oxyrhynchos, greetings. I acknowledge that I have sold to you a dining couch with linen coverlets embroidered throughout and four pillows of [...] and linen of the same quality for a price of five hundred drachmas, total, 500 dr., which I have received herewith. The sale is enforceable, written in one clean copy, and I will guarantee, and I have had the question asked as aforesaid. Year 2 of the Emperors Caesars Publius Licinius Valerianus and Publius Licinius Valerianus Gallienus, Greatest Germanici, and Publius Licinius Cornelius Valerianus the most noble Caesar, Augusti, Mesore 16.

(2nd hand) I, Aurelia Sarapias, have sold the dining couch and its coverings and I have received the 500 dr. of the price and I shall guarantee and I have been asked the question as aforesaid. I, Aurelius Horigenes, wrote for my mother because she does not know letters.

<sup>36</sup> The scribe spells the seller's name Petermouthis, but the seller himself adopts a different spelling in the subscription.

## 6.4.8 Sale of wood

*P.Stras.* III 184 (Hermopolis, middle of the second century AD)

Unfortunately this unusual sale of wood is very fragmentary. The seller is from Oxyrhynchos. He has imported wood into the Hermopolite and sold it in Hermopolis to a local purchaser. Most of the clauses, regrettably, are lacking.

Leonas son of Herakleides, from Oxyrhynchos, to Achilleus son of Sabourion, Hermopolite, greetings. I acknowledge that I have sold to you in Hermopolis the Great heath and olive and jujube and two willow beams of wood and seven trunks of olive wood, which I brought from the Oxyrhynchite nome in a boat and delivered to you in the harbor of [. . .] of Hermopolis . . .

*Back:* Sale of wood of Leonas the Oxyrhynchite.

6.5 State registration of sales: the *katagraphê*

*Uri Yiftach-Firanko*

Land conveyances were subject in the Greek world to state supervision. In the course of the fourth century BC, and maybe even earlier, the supervision was made possible through the registration of the conveyances in a special archive. Such an archive is referred to by Theophrastos in his *nomoi* (128 Hense), and came down to us, in the most intact form, in the inscription *IG* xii.5 872 from late third-century BC Tenos (Fraguna 2000: 88–92). In the Hellenistic and Roman periods, *katagraphêin* is a verb commonly used to denote the act of registration; the noun is *katagraphê*.

The *katagraphê* is also attested in Egypt. In third-century BC Alexandria it was prescribed by law as a precondition for a valid conveyance of title (see below, 6.5.3). It is also attested outside Alexandria in a variety of sources from the Ptolemaic and the Roman periods. In this overview, I will present the workings and legal significance of the *katagraphê* in the Ptolemaic period and discuss some elements of its evolution after the Roman conquest.

The following five documents were chosen because of their concern with the *katagraphê*. The third-century BC sale contract 6.5.1 anticipates and prescribes the future act of registration; 6.5.2 records the act itself; and 6.5.3, a law from the third century BC, is concerned with the *katagraphê* in the city of Alexandria. Each of these texts provides a glimpse of the