

18. Two Legal Documents from Early Islamic Hermopolis

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[P.Heid. Inv. Kopt. 199](#)
late 7^h or 8th century (both)

28,0 x 29,0 cm

Hermopolite nome (both)
plate XXI + XXII

P.Heid. Inv. Kopt. 199 is a dark brown papyrus with several holes. The surface is on both sides on many parts heavily abraded. Both recto (18a) and verso (18b) contain a legal document respectively. The writings in black ink run across the fibers on the recto which was used *transversa charta*, and parallel to it on the verso. Several folds are visible. 18a had been first inscribed, but probably only 18 days later (see below) this document was cut on the top and the bottom and reused for another text. Beside the damaged or missing parts of the papyrus, 18b has been fully preserved. Both texts come from early Islamic (late 7^h or 8th century) Hermopolis. The date is suggested both by the appearance of an Arabic name in 18b and the minuscule hand of the same text which is characteristic for this period. 18a is perhaps a declaration which is remarkable for its unusual formulary. 18b is an acknowledgment of a debt attesting an Arabic name with a Christian patronymic. 18a was written on the 7th of Pauni=1 June of the eleventh indiction and 18b only 17 days later on the 24th of Pauni=18 June of the same indiction. This suggests that the papyrus was reused by the same office, but by two scribes, since the two texts were written in different hands. It is conspicuous that both documents involve several clergymen: The office might have been part of an ecclesiastical institution. 18a might have been cut and reused, because its legal validity expired and 18b might have been only a draft as it is suggested by the lack of a notarial subscription and the fact that it is written throughout in one hand.

18 a. Declaration

The lower part of a declaration is preserved. The text is written in a versatile majuscule hand.¹ The nature of the document is unclear. The preserved part begins with stating a payment of thirty solidi what could point e.g. to the repayment of a loan or to a fine in a declaration. The document is referred to as παρακλητική ασφάλεια ‘which is a όμολογία’. Inasmuch I can see, this combination has not been attested yet.² The term ασφάλεια ‘deed of security’ usually refers to receipts or other documents in which the receipt of a sum was acknowledged, while the word παρακλητική ‘petitionary’ implies that the document was made on the request of one of the parties. This party is obviously the signatory here. The fact that the document is

1 On the classification of Coptic documentary hands see J. Cromwell, Aristophanes Son of Johannes: An Eight-Century Bilingual Scribe? A Study on Graphic Bilingualism. In: A. Papaconstantinou (ed.), *The Multilingual Experience in Egypt, from the Ptolemies to the Abbasids*, Burlington 2010, 221–232, esp. 223–224, and A. Delattre, *P.Bru.x.Bawit*, pp. 127–132, and M. R. M. Hasitzka *CPR XII*, pp. 16–21.

2 P.Lond. IV 1573 (Aphrodito, 710) is both called παρακλητική (sic) όμολογία (l. 18) and ασφαλία (l. 31), but since the document usually has the first expression, the latter may be explained as an error in the witness-subscription.

also a *ὁμολογία* ‘agreement’ is a common addition to the phrasing of such texts (see notes on ll. 8–9). The document attests several unusual or rare phrases (see notes). The text must have begun with an invocation and the description of the parties and some introductory phrases. There could have been further witness subscriptions and a notarial *completio* at the missing bottom of the document. The text was written on the 7th of Pauni=1 June.

Traces

- τατααγ νακ αχνη λοϊσε [τα]πληρογ ημοκ
μααβ ηρολοκοττιν ηνο[γ]β κκεφαλαιον ... [.] .. φ .
μπεγχο νεωαατ αν ηλααγ .. ειρητοκεισθαι
5 ην πετωοοπ ναι τηρη ηπειρωβ αγω εκωαν-
πειθε τατιορκος νακ ηπ[ε]μτο εβολ ηπνογτε
χε ηπειρωπ λααγ εροκ ημ π .. α ηπει[.] . [ca.3]
εγωρχ νακ αϊσμη τιπαρακλητικη ασφαλει[α] νακ
εσο ηρομολογια ειστοιχ(ει) ερ[ος] ριτη ηα[στ]α[γρος] [α]γω διπαρακαλ(ει)
10 η[ρε]ηκαιελεγθερος αγρηνηρε ερος ειωρκ επνογτε
[ηπαν]τοκρατωρ ην πεγχαϊ ηνεταρχει εχων
[ταφυ]λασσε προς τεσσομ † εγρ(αφη) μ(ηνη) Π(α)υ(νη) ζ ινδ(ικ)τ(ιωνος) ια †
(m2) [σημ(ειον)]
[††† †] αηοκ απολλω πετωηρηπ εραι τιστοιχει ετι[π]αρακλητικ(η)
[Απολλωτος]
[ασφ]αλεια εσο ηρομολογια ηθε εσσηη ημορ †
15 (m3) † ηρ[ηγο]ριος ηιελ(α)χ(ιστος) ηρε(σβγτερος) ηω[ε]η ημακαριος αιοσκορε
ηενταμωωπε ηεηρε(σβγτερος) οη ηρωμ ωμογη ητο ημ[η]ηρε †
(m4) † αθανασιο[ε] ηιελ(α)χ(ιστος) ηδιακο(νος) [η]ωε ηημ[α]κα(ριος) [ca.2]
εειεκ .. [.] .. ηρωμε ωμογη ηιο ημηηρε †
-

2 ηληρουν 3 ολοκοττινος, κεφαλαιον 4 υποκεισθαι 6 ηπειθην, ορκος 8, 13–14 παρακλητικη ασφαλεια 9, 13 στοιχειν 9, 14 ομολογια 9 σταυρος, παρακαλειν, ειστοιχ^x rap., διπαρακαλι rap. 10 ελευθερος 11 παντοκρατωρ, αρχην 12 φυλασσειν, ηεγριμ^vζινδ^τια† rap. 13 ετι[π]αρακλητικη rap. 15, 16 ελαχιστος, μακαριος 15 ηρεσβυτερος (2x), ηιελ^x ηρ^e rap., ηεηρ^e rap. 16 διακονος, ηιελ^x ηδιακ^o rap., ηημ[α]κα^a rap.

‘...[I am ready to] give them to you without excuse, to pay (ηληρουν) you in full thirty minted (κεφαλαιον) solidi (ολοκοττινος) of gold ... their interest (?) they being of full weight... I pledge (υποκεισθαι) (5) myself for this business with all my property and if you agree (ηπειθην), I swear an oath (ορκος) before God that I have not concealed something from

you ... nor do I have (?)... For your security, I have made this petitionary deed of security (παρακλητική ασφάλεια) – which is an agreement (ὁμολογία) – for you. I give my consent (στοιχεῖν) to it through my crosses (σταυρός) and I have asked (παρακαλεῖν) (10) free men (ἐλεύθερος) and they witnessed to it. I swear by God the Almighty (παντοκράτωρ) and by the safety of those who rule (ἄρχειν) over us that I will comply (φυλάσσειν) (to the agreement) according to its power †

(Greek) † It was written on the 7th in the month Pauni of the 11th indiction. †

(m2) sign ††† of Apollo † (Coptic) † I, Apollo, the aforementioned give my consent (στοιχεῖν) to this petitionary deed of security (παρακλητική ασφάλεια) – which is an agreement (ὁμολογία) – according to the way it was written †

(15) (m3) † I, Gregorios, the humble priest (ἐλάχιστος πρεσβύτερος), son of the blessed (μακάριος) Dioskore – who also was a priest (πρεσβύτερος) – of Shmoun act as a witness †

(m4) † I, Athanasios, the humble deacon (ἐλάχιστος διάκονος), son of the blessed (μακάριος) (...) of Shmoun act as a witness †

2 αχνη λοῖσε: A rare phrase, cf. Richter, *Rechtssemantik*², 215–216. P.Sorb.inv. 2764 v, l. 5 (Antinoopolis, late 6th–early 7th c.) attests the phrase $\bar{\alpha}\chi\eta\eta\ \bar{\lambda}\omicron\iota\sigma\epsilon$, cf. the publication of this papyrus: A. Boud'hors–J. Gascou, *Le monastère de Dorothée dans la montagne d'Antinoopolis*, In: T. Derda – A. Łajtar – J. Urbanik (eds.), *Proceedings of the 27th International Congress of Papyrology Warsaw, 29 July – 3 August 2013. Vol. 2: Subliterary Papyri, Documentary Papyri, Scribal Practices, Linguistic Matters (The Journal of Juristic Papyrology Supplement 28)*, Warsaw 2016, 991–1010, esp. 1001–1005. Similar expressions taken from Greek legal documents are common like αχνη λααγ ναντιλογια, cf. Förster, *Wörterbuch*, s.v.

3–4 ...[.] ..ω . | μπεγχο: A further specification to the solidi, perhaps, εγ .[.] ..ω . . Could χο mean in this context interest? Cf. Richter, *Rechtssemantik*², 364 on the use of the qualitative χαριτ.

4 Only the upper part of a vertical stroke is visible from the first letter, the second has left only some vague traces.

4–5 εἰρηγοκείσθαι μῆ πετωοοῖ ναι τηρῆ: A rare expression, the more common phrase is ερερωγ νιμ επωι πε ρηποκεισθαι νακ, cf. Förster *Wörterbuch*, s.v. Nevertheless, the same wording can be found in CPR IV 82 (Hermopolite, 8th c.), 7. Cf. also Richter, *Rechtssemantik*², 316.

6–7 I was not able to find parallels for these phrases in Coptic texts; it might have been characteristic for the παρακλητική ασφάλεια ‘which is a ὁμολογία’. A Greek land lease from the Dioscoros-Archive attests, however, a similar expression: P.Flor. III 279 (Aphrodites Kome, 514), 23: ὄρκον δίδομεί (l. δίδωμί) τε καὶ οὐδέν ἀπέκρυσα. Another parallel is an assurance concerning a dispute, P.Dubl. 24 (Heracleopolite, 7th c.), 7–8: ἐτοίμως ἔχω | παραδοῦναί σοι τὸν θεῖον ὄρκον ὡς οὐδέν σου (l. σοι) ἔκρυσα τῶν αὐτῶν σκευῶν τοῦ μακαρίου Γεωργ(ίου) τοῦ ἀδελφοῦ ἡμ(ῶν). This may be, however, a coincidence, since the text is not strictly formulaic. One may suspect that this phrase – which is alien from Greek documents – may be a Copticism. For similar phenomena see N. Gonis, *Some Curious Prescripts (Native Languages in Greek Dress?)*, *BASP* 42 (2005) 41–44.

8–9 παρακλητικῆ ἀσφαλει[α] ἡκ | ἐξο ἡρομολογια: For the construction cf. CPR IV 49 Frag. F (Antinoe, 7th c.), 29: ἡτατιρομολογια ἐξο ἡαποταγη φωπε and CPR IV 106 (Hermopolite, 7th c.), 9–10: τιστοιχι ἐτιρομολογια ἐξο νεγγ|[γ]η (see also l. 15).

The term παρακλητικῆ is rather rare both in Greek and Coptic texts. In the legal sphere, it refers to legal documents made on the request of one of the parties. The few Coptic attestations come almost exclusively from the 8th c. Aphrodito papyri and refer to different legal documents, but mostly to ὁμολογία, cf. Förster Wörterbuch, s.v. Greek texts attest the word as an adjective of legal documents from the 6th c. onwards, see e.g. P.Oxy. I 125 (Oxyrhynchos, 560) which is a παρακλητικῆ ὁμολογία.

9 ριτῆ ἡ[ϥτ]ἡ[γ]ρος: Signing a document with crosses was common practice, but this phrase is scarcely attested. CPR IV 208 (provenance unknown, 8th c.), 6 has the same phrase and P.Bal. 165 (Bala'izah, 7/8th c.), 17–18 attests τιστηχε ριτῆ ἡασημιο ἡσταγρος. For similar expressions in Coptic cf. Förster Wörterbuch, s.v. σταυρός.

16 It is not certain whether other lines followed below.

]εεεε ..[: Perhaps part of a name?

18 b. Loan of Money

A loan of three solidi made to Ibrahīm, son of Apa Mena by the priest Apa Shenute, son of Apa Severus. Ibrahīm is likely to have been resident of a village, but Apa Shenute and the witnesses all come from Hermopolis. The document is styled as an ἀσφάλεια which is a common term for Coptic loans. The text is in line with the usual Hermopolite formulary.³ The document is written throughout in a professional minuscule hand – including the subscriptions of the debtor and the witnesses. That could also confirm the possibility that the text was only a draft (see general introduction). The sum involved is in the usual range of late antique loans. The loan is to be repaid on a short term, almost within six weeks (between the 24th of Pauni=18 June and the 1st of Mesore=25 July). No interest is mentioned, which is common in this period. We may assume that the interest was calculated in the capital.⁴ The text was written on the 25th of Pauni of the eleventh indiction.

The main point of interest is the name of the debtor. His name, εβραημ or in Greek Ἐβραημ very likely refers to the Arabic Ibrahīm and not to Greek or Coptic variants of Abraham (see notes on l. 1). It is, however, not straightforward how we should interpret the appearance of an Arabic name with a Christian patronymic. (It is noteworthy in this context that we find also the combination of Christian names with Arabic patronymics.)⁵ One may

3 Cf. the formularies of the loans from Bawit see A. Delattre in P.Bru.x.Bawit, pp. 244–249. Many parallels to the phrasing of 18b can be found in CPR IV.

4 On loans in Early Islamic Egypt see A. Papaconstantinou, A Preliminary Prosopography of Moneylenders in Early Islamic Egypt and South Palestine, In: Jean-Claude Cheynet (ed.), Mélanges Cécile Morisson (Travaux et mémoires 16), Paris 2010, 631–648.

5 See N. Gonis–F. Morelli, A Requisition for the ‘Commander of the Faithful’: SPP VIII 1082 Revised, ZPE 132 (2000) 193–195, 195 (note to line 3).

think of a convert, but this is not a necessary conclusion.⁶ It is also possible, although not very likely, that Ibrahīm was an offspring of a Christian Arabic family. The text of 18b gives no clue on the religion of Ibrahīm. He signs the document with three crosses, but that was a common practice for illiterates and does not rule out the possibility that he was a Muslim. His connection to a priest is not decisive either; a convert could have retained his links to Christians.

† α[ΝΟΚ Ε]Β[ΡΑΖ]ΗΜ ΠΩΕΝ ΑΠΑ ΜΗΝΑ ΠΡΩΜ [ca.4] ΝΠΕΜΖΙΤ ΝΩΜΟΥΝ vac. ΕΙΣΖΑΪ ΝΑΠΑ
 ΩΕΝΟΥΤΕ
 Π[Ε]Λ(Α)Χ(ΙΣΤΟΣ) ΜΠΡΕ(ΣΒΥΤΕΡΟΣ) ΠΩΕΝ ΑΠΑ ΣΕΥΗΡΟΣ ΠΡΩΜΕ ΩΜ[Ο]ΥΝ vac. ΧΕ
 ΤΙΧΡΕΩΣΤΕΙ ΝΑΚ ΚΑΘΑΡΩΣ ΚΑΙ ΑΠΟΚΡΟΤΩΣ
 ΝΩΜΗΝ[Τ] ΖΟΛΟΚΟΤΤΙΝ ΝΝΟΥΒ ΝΤΑΙΠΑΡΑΚΑΛΕ[Ι Μ]ΜΟΚ ΑΚΤΑΑΥ ΝΑΙ ΝΤΑΧΡΕΙΑ ΜΗ
 ΑΝΑΓΚΗ ΝΠΟΥ
 ΕΤΕ ΣΟΥ ΧΩΤΑΥΤΕ ΝΠΑΥ[Ν]Ι ΜΠΕΒΟΥΤ ΝΤΙΡΟΜΠΕ Τ[Α]Ι ΕΝΔΕΚΑΤΗΣ ΙΝΔ(ΙΚΤΙΩΝΟΣ) ΩΑ ΣΟΥ
 Α ΝΜΕΣΟΡΗ ΝΤΙΡΟΜΠΕ
 5 ΝΟΥΩΤ ΕΝΔΕΚΑΤΗΣ Ι(Ν)Δ(ΙΚΤΙΩΝΟΣ) ΤΑΠΛΗΡΟΥ ΜΜΟΚ ΝΝΕΙΩ[ΟΜ]ΝΤ
 ΝΖΟΛΟΚΟΤΤΙΝ [.]ΙΝ[ca. 8] ΑΥΩ
 ΤΙ[Ζ]ΟΜΟΛΟΓΕΙ ΧΕ ... [ca. 28] [.].. ΜΗ ... [ca.2] ...
 [ca.10] Ε ... Κ [ca.11] . [...] . ΩΟΜΗΤ ΝΖΟΛΟΚ(Ο)Τ(ΤΙΝΟΣ) ΜΑΤΕ. ΕΥ[ΩΡΧ
 ΝΑΚ]
 ΑΙΣΜΝ ΤΙΑ[ΣΦΑ]ΛΕΙΑ Ν[ΑΚ] ΕΙ[Σ]ΤΟ[Ι]Χ(ΕΙ) [ΕΡΟ]Σ [ΕΙΩΡ]Κ [Ε]Π[Ν]ΟΥΤΕ [ΤΑ]ΦΥΛ[Α]ΣΣΕ
 Ν[ΑΚ] ΠΡΟΣ ΤΕΣΘ[ΟΜ] † † ΕΓΡ(ΑΦΗ) Μ(ΗΝΙ) Π(Α)Υ(ΝΙ) ΚΔ Ι(Ν)Δ(ΙΚΤΙΩΝΟΣ) ΙΑ †
 ση[μ(εῖον)]
 ††† Θ[Η]Μ[ΕΙΩΝ] † ΑΝΟΚ ΕΒΡΑΖΗΜ ΠΕΤΩΗΡΠ ΣΖΑΙ ΤΙΣΤΟΙΧ(ΕΙ) † † ΑΝΟΚ ΣΕΡΗΝΕ ΠΩΕΝ
 Ἐβραημ ΠΜΑΚΑ(ΡΙΟΣ) ΑΠΑ ΚΥΡΙ ΠΡΩΜΕ ΩΜ\ΟΥ\Ν
 10 ΝΤΑΪΣΖΑΙ ΖΑΡΟΥ ΑΥ[Ω ΤΙ]Ο ΝΜΝΤΡΕ † † ΑΝΟΚ ΑΛΕΞΑΝΔΡΟΣ ΠΩΕΝ ΠΜΑΚΑ(ΡΙΟΣ) ΑΘΑΝΑΣΕ
 ΠΡΩΜΕ ΩΜ\ΟΥ\Ν
 ΤΙΟ ΝΜΝΤΡΕ †

2 χρεωστῆν, καθαρῶς καὶ ἀποκρότως, π[ε]λ[.] μπ^ε rap. 3, 5, 7 ὀλοκόττινος 3 παρακαλεῖν, χρεία, ἀνάγκη 4 υ^δ rap. 5 πληροῦν, χ^δ rap. 6 ὁμολογεῖν 7 ἠζολοκ^τ rap. 8, 9 στοιχεῖν 8 ἀσφάλεια, εἰ[σ]το[ι]χ^ι rap.,]μπ^υκδ^ια† rap. 9, 10 μακάριος, πμακ^α rap. 9 τιστοι^χ rap.

‘† I, Ibrahīm, son of Apa Mena of ... on the north of Shmoun, write to Apa Shenute, the humble priest, son of Severus, of Shmoun: I owe (χρεωστῆν) you clearly and without fail (καθαρῶς καὶ ἀποκρότως) three solidi of gold ... that I asked (παρακαλεῖν) from you and you gave me in my need (χρεία) and necessity (ἀνάγκη) today which is the twenty-fourth of the month Pauni of this year which is the eleventh indiction, and I will pay you these three solidi in full (πληροῦν) till the first day of Mesore of the same (5) year, the eleventh indiction (...)

6 Cf. T. S. Richter, O.Louvre AF 12678: Ein koptischer Mietvertrag zwischen Muslimen? APF 58 (2012) 360–365, esp. 363–364.

and I acknowledge (ὁμολογεῖν) that (...) three solidi only. I have made this deed of security (ἀσφάλεια) for your security, I give my consent (στοιχεῖν) to it and I swear by God that I will comply (to the agreement) according to its power †

(Greek) † It was written on the 24th in the month Pauni of the 11th indiction. †

sign ††† sign of Ibrahīm (Coptic) † I, Ibrahīm, the aforementioned give my consent (στοιχεῖν) †

† I, Serene, son of the blessed Apa Kyri, of Shmoun (10) have written for him and act as a witness †

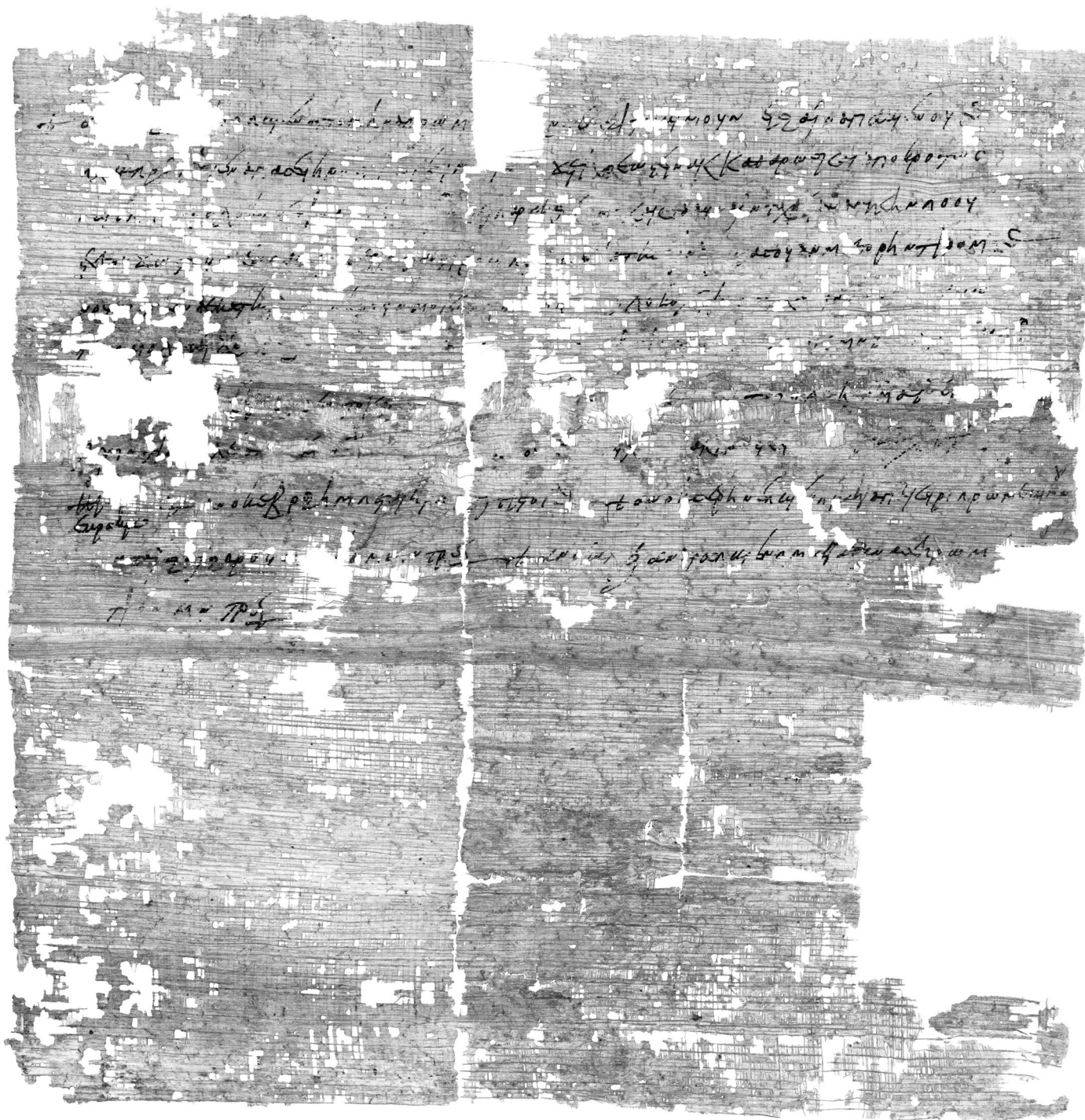
† I, Alexander, son of the blessed Athanase, of Shmoun act as a witness †

1 ε[β]ρα[χ]ημ: Cf. Ἐβραημ in l. 9. The word is a transcription of Arabic Ibrahīm. Both Greek and Coptic texts have given the spelling Ἐβραειμ/εβραειμ so far, See F. Morelli's note on CPR XXII 13, 1 and M. Hasitzka, *Namen in koptischen dokumentarischen Texten* (http://www.onb.ac.at/files/kopt_namen.pdf; "Stand 22. 1. 2007"), s. v. Ἐβραημ/εβραημ offers only a slight variation, since ει and η concur in itacistic spellings.

πρωμ [ca.4] ηπεμριτ ηωμογν: The lacuna must have contained a village name, cf. P.Lond.Copt. 1041 (Hermopolite, no dating), 4:]ϣτο πρωμε [π]εποικειον νεογοι πεμριτ ωμογν τπολις. The north-south division of Hermopolis' territory is well attested in the early Islamic period and had Byzantine antecedents, see J. Gascou, P.Sorb. II 69, p. 60; A. Grohmann, *Studien zur historischen Geographie und Verwaltung des frühmittelalterlichen Ägypten*, Wien 1959, 43; F. Morelli, CPR XXX, p. 15.

3: Read perhaps εϣϣτ(α)θ(μα)?

6–7: These two lines probably contained the debtor's acknowledgment that he has received the above indicated capital as it is suggested by the word ματε.



Nr. 18 Verso