## 25. A receipt or acknowledgement of delivery as part of a larger document

Vincent Walter (Leipzig)

P.Heid. Inv. Kopt. 238  $7^{th}$  23,2 x 13,4 cm Hermopolite nome plate XXVII

The document is written on a piece of papyrus of a light brownish colour. Traces of ink on the upper and lower margins indicate that there was text before as well as after the preserved fragment. The width seems to be pretty much complete in the lines with the greatest extent, but on most lines the left side is lacunose. There are also smaller lacunae throughout the preserved text. The script is in a classic documentary style and points to a date in the (later) 7<sup>th</sup> or 8<sup>th</sup> century, cf. V. Stegemann, Koptische Paläographie (1936) pls. 9, 11, 12, 13. The language of the text points to the region of Ashmunein (but many of the features can also be found in documentary texts from other regions), e.g. μ for μμ (l. x+2 μοκ; cf. P.E. Kahle, Bala'izah (London 1954) 100f.), β for q (l. x+4 βτοογ, l. x+8 πενισμαβι, l. x+9 εβετι; cf. Kahle, loc.cit. 136ff.), ε for μ (l. x+5 μετακ; cf. Kahle, loc.cit. 113f.), φ for ε (l. x+7 βολ; cf. Kahle, loc.cit. 65f.), ε for (l. x+5 τενιξ[ο]μολογος; cf. Kahle, loc.cit. 52ff.), q for β (l. x+5 ξωq; cf. Kahle, loc.cit. 93f.), ο for ω (l. x+1 τοφ, l. x+8 επον, ξαπλος; cf. Kahle, loc.cit. 90), μ for μ (l. x+1 μπινογτε, cf. Kahle, loc.cit. 98ff.).

The legal transaction recorded in the preserved part of this document is a delivery of garments (both unspecified and 'small' ones), possibly based on an earlier delivery contract.

On the back of the papyrus  $(\rightarrow)$  an Arabic endorsement has been written that reads barawāt al-šarā'ik ("quittances of the business partners"). The raison d'être of this line is not clear, but might suggest that at least one of the parties mentioned in the Coptic text was an Arab (communication by Naïm Vanthieghem).

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Front ($\psi$)

[ $\pm 5$] λοιπον εμ πουωώ μπνουτέ λπνουτέ τοώ ν-
[ $\pm 7$] ή ητέουςε αν[ον] ανπαράκαλε μοκ ανταρί η ήθε ντέουςε ακτί νέν δοιτέ ν . ντέουςε εουπληρού ποού νέοου έτε cou βτοού νέλθων πε προς θε τανωρέρποςα ποού νέοου έτε cou βτοού νέλθων πε προς θε τανωρέρποςα ποού νέους έτε cou βτοού νέλθων πε προς θε τανωρέρποςα ποού νέους [ο] μολοτ<sup>ού</sup> τε μετάν έως μεσή η[.] ντέους[ε] έ[ο]υς [πληρού τε]ννηθώει βολ έροκ ένες δαροού είλε [ανον είλε] ρωμέ επον πέ δαπλος πένωδα εβίδιους χρύ(cou)
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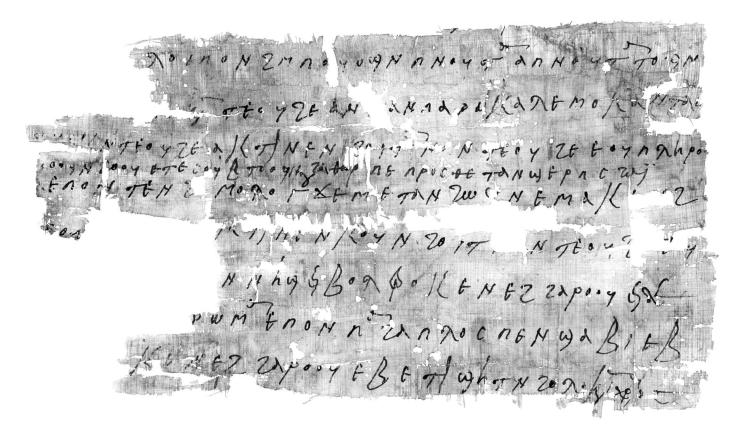
x+1 λοιπόν x+2 παρακαλεῖν x+3 πληροῦν x+4 πρός x+5 λοιπόν, ὁμολογεῖν x+6 read κογι x+7 εἴτε x+8 ἀπλῶς x+9 ρολοκ/  $xp^{\gamma}$ /

<sup>&</sup>quot;Furthermore (λοιπόν), God willing: God has determined/provided/ordained(?) [...] duly (lit.: 'in their fashion'). We have asked (παρακαλεῖν) you, (and) we have given them to you duly.

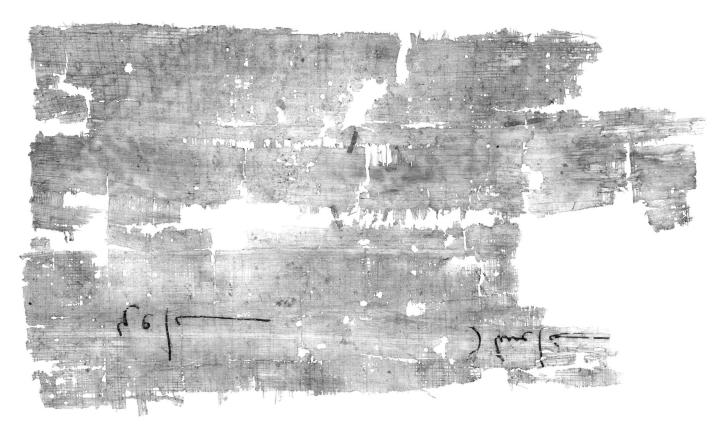
You have given us garments duly, being paid in full  $(\pi\lambda\eta\rho\circ\tilde{\upsilon}\nu)$  (on) this day today—which is the fourth day of (the month) Hathôr—according to  $(\pi\rho\circ\varsigma)$  the manner in which we have written (in a document) before.

Furthermore ( $\lambda$ οιπόν): we assent (ὁμολογεῖν) that we (will) have no affair with you ever [over] them. [...] You have given us small garments duly, being [paid in full]. We will not be able to ever file a lawsuit against you over them—be it (εἴτε) [us, be it] (another] man in our stead (lit.: 'who is of ours'). In short (ἀπλῶς): he who will ever file a lawsuit against you over them shall give 200 gold-dinars."

- 1 The formula χμ πογωφ νπνογτ<sup>ε</sup> as the Coptic rendering of Arabic  $in \check{sa}$   $\dot{a}$   $All\bar{a}h$  points to a date after the Arab conquest of Egypt—which is in accord with the paleography of the text. The function of the formula απνογτε τοφ ν[...] in this context is unclear. Maybe it is to be connected to the formula ε(ρφλν)πνογτε τωφ "if God ordain" as found in at least two acknowledgements of debt from Elephantine (SB Kopt. I 25 and 29). According to the editor of the texts, Fritz Hintze, it is common in repayment clauses, though the other texts he refers to are actually private letters, cf. F. Hintze, "Berliner koptische Ostraka aus Elephantine",  $Z\ddot{A}S$  104 (1977) 100.
- **2** For the translation "duly" for ντεογεε in this text, cf. Walter Ewing Crum's note to P.Lond. IV 1508,21: "perhaps not an error, but intended distributively: 'each sum (or coin) in its (proper) fashion', *i.e.* duly."
- **3** What follows after goite here (as also in 1. x+6) is not clear to me. A demonstrative Nai would seem plausible, but this does not fit the preserved traces of ink.
- 5 Note the strange spelling χομολοτ<sup>ογ</sup> for the Greek verb ὁμολογεῖν. H. Förster, Wörterbuch, 577 lists 24 orthographic variants for this loanword in Coptic documentary texts, none of which is even remotely close to the present spelling. Possible explanations would be a confusion with either the usual loaned form of Greek verbs ending in -όω (cf. l. x+3 πληρογ for πληροῦν) or with the Greek 1.pl. pres.ind.act. (in this case ὁμολογοῦμεν). For the formula μητα=...μη-/ημμα=...χα-/χαρο= as distance clause in Coptic receipts, cf. T.S. Richter, Rechtssemantik und forensische Rhetorik (2nd revised edition, Philippika 20, Wiesbaden 2008) 218f. with further examples.
- **8** For the reconstruction cf. CPR IV 211:6 єгдє ανόκ єгдє ο[γ]ρω[με] and CPR IV 28:16 єгтє роме єпої пє.
- **9** Due to the proposed date of the document, a translation of χολοκοττινος as the Arabic coin "dinar"—rather than the Byzantine "solidus"—seems more likely, cf. T.S. Richter, "Arabische Lehnworte und Formeln in koptischen Rechtsurkunden", JJP 31 (2001) 77f. The sum of 200 gold-dinars as a contractual penalty is exceptionally high. In the corpus of legal documents from Djême, for example, the highest amount to be found is 60 *solidi* (P.KRU 99; donation of 2 children), with the second highest being 36 in a number of house sales (P.KRU 4; 11; 14; 15; 47; 52) and donations of children (P.KRU 92) or livestock (P.KRU 112).



Nr. 25 Recto



Nr. 25 Verso