

Originalveröffentlichung in: James Keenan, Joe Gilbert Manning, Uri Yiftach-Firanko (Hg.), *Law and legal practice in Egypt from Alexander to the Arab Conquest. A selection of papyrological sources in translation with introductions and commentary*, Cambridge 2014, S. 83-95

2.7 Byzantine sales: some aspects of the development of legal instruments in the later Roman and Byzantine period

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In the late nineteenth and parts of the twentieth centuries, papyrologists considered treating Byzantine documents an unpleasant duty, hard to avoid because of the sheer quantity of material, but worth doing for some bits of historical information – at any rate a depressing encounter with the sad decline of classical standards in the society and language of late antiquity. Both the Eurocentric, pejorative view on the history of the later Roman empire in the succession of Gibbon and the positivist disgust for the rhetoricality underlying the early papyrologists' way of treating the Byzantine evidence have now become *passé*. The old views have been replaced by

⁷⁵ This is the Egyptian month Choiak that was renamed after the Emperor Hadrian.

a new esteem for Byzantine society including its rhetorical tendencies. The result is a favorable view and a new approach to the sources.

It has become usual in papyrology, and is entirely reasonable in a pragmatic sense, to make the break between Roman and Byzantine Egypt fall in the reign of the Emperor Diocletian (AD 284–305) (see above, 1.3). Some of the long-lasting changes initiated by his efforts to rebuild the administrative, military, and economic organization of the Roman empire are directly mirrored in the papyri, thus formally distinguishing the documentary evidence of the fourth to seventh from that of the first to third centuries. These changes included the administrative status and subdivision of the land of Egypt into smaller provinces, the names and functions of officials at all levels of administration, a fiscal reform leading to a new way of formally dating legal documents, and a currency reform creating a new monetary system based on the gold standard with its new coin called the *solidus* in Latin, *nomisma* in Greek, and *holokottinos* in Coptic.

Apart from such changes in substance, the visual and linguistic appearance of legal documents also experienced changes beginning under Diocletian, resulting in new standards in the diplomatic and calligraphic practice of the chancelleries along with the development known as the “rhetorization of the style” (see below). Two centuries after the administrative interventions of the zealous reformers Diocletian and Constantine (AD 306–37), the jurisprudential zeal of the Emperor Justinian (AD 527–65) left its own heavy impact on the layout and the language of legal documents. By Justinian’s code and his own legislation, the professional organization of private notaries was thoroughly regulated and closely linked to certain diplomatic and phraseological features of the legal instruments to be drafted by them (cf. Steinacker 1927/1975: 79–81; Sachers 1932). Justinian’s codification of law also supported the standardization of Latin legal terms and their Greek equivalents and itself introduced many new legal words and phrases.

In what follows, the characteristics of Byzantine schemes will be dealt with from two points of view: first, the development of Greek documentary schemes, and, second, the emergence and development of Coptic schemes.

Greek schemes

As an overall tendency, we find a diplomatic standardization and unification of Greek legal instruments in the Byzantine period. All but one of the formerly used schemes successively disappeared, while one type, the *cheir-graphon*, became increasingly ubiquitous for recording private legal affairs.

The *cheirographon* is a scheme that uses a subjective style, which means that all relevant matters of a given legal or business event are put in a “speech” made by the issuer, referred to in the first person, to the addressee, in the second person. This adlocutive attitude had its pattern in the epistolary style from which certain phrases were actually borrowed, such as the address formula *ho deina tôi deini chairein* “A to B, greetings!” Like almost all Demotic and Greek legal instruments (see above, 2.1 and 2.2), the *cheirographon* too was a *unilateral* kind of statement, just the opposite of what modern contracts used to be: The content of the issuer’s fictional speech is what he or she promises to do, or to refrain from, in favor of the addressee. This asymmetric sort of statement implies an asymmetry of the parties’ interests, even (as has been argued) revealing differences in the parties’ social status and economic power. The first was certainly the case with business or legal affairs implying obligation of one party only. The latter may be particularly true of those sorts of business with an intrinsic social and economic inequality between two parties, such as land-leasing, with one party possessing and the other one seeking access to land.

Emphyteusis contracts, long-term leases of estates or buildings, were one of the very few sorts of *bilateral* records that emerged in the Byzantine period. These typically included the different points of view of the two parties, and mentioned their respective rights and duties. These types of contracts were typically used by ecclesiastical institutions to liquidate estates that had come into their possession as pious endowments. Other examples of bilateral, mutual schemes are Byzantine deeds of divorce and the kind of Byzantine Greek (and Coptic) labor contract typically enough called a *symphônon* “concordant agreement.”

A general feature of the Byzantine *cheirographon* is its *homología* (“agreement, declaration”) style. Subsequent to a set of introductory formulas, the body of the contract begins with the phrase *homologô* (plural *homologoumen*), “I/we (i.e., the issuing party/-ies) agree/declare.” All the following conditions and details of the business, as numerous as they may be, are put then in a string of subordinate clauses in indirect discourse depending on this opening phrase, so that the whole content of the contract’s body grammatically forms one single complicated sentence.

This brings us to the most striking feature of Byzantine records: their pretentious style.⁷⁶ In contrast to earlier Greek documents, Byzantine records grow increasingly long, simply due to the abundant application of linguistic figures of adjection (*figurae per adiectionem* in terms of classical

⁷⁶ Cf. Zilliacus (1956, 1967); Gagos and van Minnen (1994: 27–30).

rhetoric). The results are characteristic pairs of homonymous or complementary words and expressions, such as: “voluntarily and being convinced”; “to have sold and signed over to you”; “at my own expense and expenditure”; “to infringe or to violate”; “(wherever the document will) be produced and exhibited”; “(the purchase price) which we agreed upon with each other and which pleased both of us,” to quote only a few examples from the deed of sale *P.Münch.* 111 (see 6.6.1). Also to be found in this document are strings of expressions patterned by this rhetorical figure, such as the clause declaring the issuer’s free will and soundness of mind: “without any fraud or fear or violence or deception or compulsion or robbery or flattery or contrivance, without any malice or malignity or knavery or any reduction, but with voluntary awareness and guileless decision and clear conscience and right-mindedness.” Note also the clause declaring the transfer of ownership rights: “and you (i.e., the purchaser) shall be lord and proprietor, and be governing and administering, and constructing and selling, and donating and reselling, and exchanging, and leaving to children and grandchildren, and doing and acting with it (i.e., the object of sale) in every way, undisturbed and unprevented.”

This new-fashioned Greek chancellery style, transforming hitherto unpretentious pieces of simple everyday prose concentrated on pure facts into highly elaborate specimens of rhetoric, forms part of an overall contemporary tendency directed toward the saturation of written text genres by rhetorical means of expression, which has therefore been labeled “the rhetorization of the style.” Applied to legal records, the style neatly worked as a proper *function style*, fit to make any relevant point of a legal event certain and unequivocal by means of a linguistic “dissection,” as it were, of its terms into their conceptual components by means of these synonymous and complementary words and phrases. At the same time the style may have been meant to impress and to please. But by no means should we, like early papyrologists, disdainfully regard the results as empty bombast without connections to contemporary social realities.⁷⁷

Who were the draftsmen who could put concrete legal events with all their peculiarities into appropriate schemes and clauses with the added grace of rhetorical ornaments? The ability and formal responsibility for this resided with a professional group of private notaries who called themselves *tabelliones* in Latin, *nomikoi* or *symbolaiographoi* or the like in Greek and Coptic. Formally trained and educated scribes, possessing some bits of knowledge of the law though not qualified as learned

⁷⁷ Cf. Gagos and van Minnen (1994: 27–30).

lawyers, they were certified by the government and held offices in cities, towns, and even in larger villages where they offered their services to paying customers. Every Byzantine *cheirographon* originating from these certified professionals was finished off by a handwritten signature, the so-called *plerôsis* or *complexis*, in Latin *completio* ("completion note") of the authorized notary even if the document itself was written by an assistant. These signatures, sometimes carried out in a hybrid combination of Greek language written in oddly shaped Latin characters, looked something like this: *di emou NN nomikou egraphê* "written by me, NN, the notary." Besides such professionally drafted documents, there is also a good number of legal records that were designed and drawn up by occasional scribes who were more or less successfully copying or imitating the schemes of their professional colleagues without being formally authorized as notaries (e.g., 6.6.1) – a difference, however, that did not affect the formal validity of a document as a means of legal evidence. Many Coptic documents after the conquest, when an authorizing government no longer existed, came into being through the efforts of non-professional notaries, often clergymen by their original profession. But even then, and onwards to the later eighth century, the titles *nomikos* and *symbolaiographos* remained in use in Coptic documents.

The general scheme of a Byzantine *cheirographon* or *homología* ran something like this:

Invocation formula – † *En onomati tou theou* etc. "In the name of God, etc.!"

Dating formula – From the fourth to seventh centuries, documents are usually dated according to the yearly consulate and postconsulate, and additionally according to a year within the 15-year fiscal cycle called *indiction*; later in the sixth to seventh centuries, the emperor's regnal year was used again, as had been usual in earlier Roman documents.

Address formula – "A to B, greetings!"

Deed corpus – *homologô* . . . "I declare . . ."

Kyria clause – "This (so-and-so) deed is valid" (literally: *kyria* "having authority").

Stipulation of the deed and subscription by the issuing party – *kai eperôtêtheis hômologêsa* "And in answer to the formal question I have given my consent."

Signature of witnesses

Completion note of the notary – *di emou NN egraphê* "Written by me, NN."

As mentioned, all common types of legal and business affairs, from the law of domestic relations and the law of inheritance up to any kind of transfer of property and rights, were recorded in the *cheirophon/homologia* scheme in Byzantine times. Well-attested sub-types and their names are the following:

- sale of real estate, animals, or any objects, called *prasis* “sale” or *ônê* “purchase” (cf. below, 6.6);
- sale on delivery (cf. 2.7.1a and 2.7.1b) and the acknowledgement of indebtedness called *asphaleia* “security”;
- lease of land, buildings, devices, animals, or any usufructuary rights, e.g., fishing rights, as well as the hire of labor, all of them called (in the singular) *misthôsis* (cf. below, 7.4 and 8.3);
- long-term lease, called *emphyteutikê homologia*;
- deed of gift *inter vivos*, called *dôrea*, *dôreastikê homologia*, or the like;
- will, called *diathêkê* “testament”;
- deed of surety, called *eggyê* “bail, guaranty”;
- final settlement after arbitration, called *dialysis* “separation” (cf. below, 10.4);
- deed of divorce, called *dialyseôs* or *rhepoudiou* (< Latin *repudium*) *homologia* “agreement of separation/divorce” (cf. below, 4.3);
- receipt, one of the most common types of documents, called *entagion* “receipt” or *apodeixis* “proof,” usually drawn up in a rather short and plain *cheirophon* scheme.

It goes without saying that our evidence for all of these types is regrettably discontinuous, so that some places in Egypt and certain periods of time are well documented while others are poorly or not at all attested. (Most glaringly, the entire fifth century displays an odd lack of evidence.) Typical provenances of Greek legal documents from Byzantine and early Islamic times are, from north to south, the *poleis* and nomes of Arsinoë, Herakleopolis, Oxyrhynchos, Hermopolis (cf. 7.4.3), and Antinoopolis, the Komê (“village”) Aphroditês, the town of Apollônos Anô, and the town of Syênê (cf. 6.6.1). Sometimes when the evidence permits us to compare one certain type of business as found in different regions of Egypt, we find amazing variations. For example, there is a striking difference between the economic conditions agreed to by the tenants in Byzantine land leases from the Fayyûm and those from Middle and Upper Egyptian nomes (cf. below, 7.4 and Jördens 1990 and 1999). This striking phenomenon might find explanation in the decentralized administration of Egypt in the aftermath of Justinian’s administrative reform by his Edict XIII of AD 539,

which turned Egypt into a number of separate provinces or eparchies, each under a governor enjoying both civil and military power.⁷⁸

Coptic schemes

Because of the sociolinguistically conditioned circumstances of the emergence of Coptic legal instruments (below, 3.4), it comes as no surprise to find the Coptic legal terminology and the whole repertoire of Coptic schemes heavily influenced by Greek prototypes: The sixth/seventh-century lease formulary of Hermopolis as instanced by the Greek *P.Lond.* III 1012 (= 7.4.3) and the Coptic *CPR* IV 114 (= 7.4.1), *CPR* IV 117 (= 7.4.4), or the elaborate sixth-century sale formulary of Syene (*P.Münch.* I 11 = 6.6.1) and an eighth-century Coptic counterpart from Djême (*P.KRU* 6 = 6.6.2) are striking examples. Developed by virtually bilingual notaries as a “branch line” of the fully evolved post-Justinianian Greek instrument, the Coptic legal instrument and its schemes generally bear *additional* evidence for sixth- and seventh-century Greek schemes. Of course, “additional evidence” means more than a pure accumulation of evidence: it implies variations on all levels, enlarging our stock of knowledge based on Greek evidence proper.

By contrast, attempts to prove traces of continuity between Demotic and Coptic instruments have failed to succeed (see 1.8): Unsupported by written transmission for more than three centuries, only small bits of the native Egyptian legal terminology, hardly more than a few single lexical items, survived.⁷⁹ One of those was the Theban Coptic expression *sahne* “lease,” “to lease out to somebody” (in Demotic *shn* “(to) lease,” literally: “to commit something to someone’s charge,” cf. 7.1), which also might have been calqued in the Greek designation of Coptic lease documents from that area (cf. below, 3.4.2).

The universal scheme of Coptic instruments is the *cheirographon* stylized as a subjective, unilateral declaration in accordance with its Greek prototype, with the exceptions mentioned above: the long-term lease, designated in Coptic as in Greek by the term *emphyteutikê homologia*, and the type of labor contract called *symphônnon*, using its Greek designation, were bilateral and sometimes objectively stylized. The most elaborate phenotype of the Coptic *cheirographon* scheme, mainly used for more important transactions such as leases, sales of real property, and donations, looks like its Greek pattern, with some slight variations:

⁷⁸ Bell (1929: 279–80); Rouillard (1928: 15–24); Jones (1964: 281).

⁷⁹ Cf. Richter (2002a) and Richter (2002b: 37–57).

Invocation formula – “In the name of God, etc.!,” “God willing!,” or the like, written in Greek or Coptic.

Dating protocol – Dating to consulates is not attested in Coptic, and due to their chronological position, only a negligible minority of all Coptic documents give dates according to regnal years of the last Byzantine emperors to rule over Egypt. Instead some documents are dated to local eponymous officials (cf. *P.KRU* 6 = 6.6.2). In the vast majority of Coptic documents, however, only one of the three dating methods of Byzantine documents is still used, the reference to a year within the 15-year *indiction* cycle. The counting of *indiction* years operates in a small, relative chronological frame, which presumably was perfectly comprehensible to contemporaries, but cannot possibly be fixed by us without additional dating criteria. This is why so many Coptic documents are only tentatively datable even if the text is completely preserved. Only the ninth- to eleventh-century late Coptic documents (cf. *P.Lond.Copt.* 1 673 = 6.6.4; *P.Teshlôt* 2 = 6.6.5; *P.Lond.Copt.* 1 487 = 7.4.7) are regularly dated in an absolute way, either by the era of Diocletian (counting from AD 284) or by the *hijra* year (counting in lunar years from AD 622).

Address formula – “I, A, am writing to B”: The Coptic way of referring to the addressee, unlike its Greek counterpart always operating with the verb “to write to,” corresponds with the Coptic epistolary formula. A more striking difference between Greek and Coptic addresses is the almost entire lack of the ubiquitous status designations *Aurelius* and *Flavius* in the Coptic documents.

Deed corpus – The Greek term *homologeîn* “to declare” does sometimes occur, but more frequently the key term of the particular sort of business opens the deed corpus: “I lease from you,” “I sell to you,” etc.

Kyria clause – “This (so-and-so) deed is valid at any place where it will be produced.”

Stipulation of the deed and subscription by the issuing party – Renderings of the classical stipulation formula of Roman civil law “in answer to the formal question I have given my consent” into Coptic do occur, but the more frequent stipulation formula used in Coptic legal documents is the simple statement “I assent,” operating with the Greek term *stoicheîn* “to assent, to agree.”

Signatures of witnesses

Completion note of the notary or scribe – “Written by me, NN,” in Greek or Coptic.

The most prominent sites that have yielded Coptic legal documents are:

- the Fayyum (cf. *P.Lond.Copt.* I 673 = **6.6.4**), mainly eighth-century documents, but a few documents date even to the ninth and tenth centuries;
- the region of Hermopolis/Ashmunein, including the towns (*poleis*) of Ashmunein (cf. *CPR* IV 34 = **2.7.1**, *CPR* IV 114 = **7.4.1**, *CPR* IV 117 = **7.4.4**, and *P.Lond.Copt.* I 487 = **7.4.7**) and Antinou, the Hermopolite monastery of Apollo called Bawît (cf. *P.Mon.Apollo* 24 = **6.6.3**), and sites in the south of Ashmunein (cf. *P.Teshlôt* 2 = **6.6.5**), evidence from late sixth to ninth centuries, a number of late Coptic documents even tenth and eleventh centuries;
- the Komê (“village”) Aphrodito, in Coptic called Jkôw, including an assemblage of late sixth-century texts, and an early eighth-century dossier forming part of the correspondence of the Arab governor Qurrah ibn Sharîk (his governorship in Egypt AD 709–14);
- the Theban area, including the town of Djême (cf. *P.KRU* 6 = **6.6.2**), the local monastery of Phoibammon, the monastery of Epiphanius nearby, and the more distant surroundings (cf. *BKU* I 48 = **7.4.6**; *O.Crum Ad.* 15 = **7.4.2**; and *O.Crum VC* 33 = **7.4.5**), evidence from around 600 to the late eighth century, including a large number of ostraca used for short kinds of documents such as receipts, acknowledgements of indebtedness, *epitropê*-leases, and labor contracts;
- the town of Syene, evidence from late sixth to early seventh century, a few Coptic papyri belonging to the archive of Patermouthis (for this archive cf. *P.Münch.* I 11 = **6.6.1**), mainly acknowledgements of indebtedness written on ostraca.

The Coptic evidence of particular business types differs a lot among these provenances. Marriage and divorce are almost unattested; the most important items are an early seventh-century betrothal declaration from Thinis, a single agreement of divorce, and two very late marriage agreements, addressed by the fiancée to her prospective father-in-law, both of them clearly patterned on Arabic documents. Sales, donations, and wills are almost exclusively attested in the Theban dossier, with a few examples in the Ashmunein dossier; sales on delivery are mainly instanced by Fayyumic texts. All *emphyteusis*-leases and the great majority of *mishôsis*-leases belong to the Ashmunein dossier, while the Fayyumic and the Theban dossiers provide us with other types and names of lease-like documents, such as the above-mentioned *epitropê* type. Also: Coptic labor contracts vary a lot from region to region. Ubiquitous types of documents attested in all of the local

dossiers are acknowledgements of indebtedness and receipts acknowledging the fulfillment of any obligations.

Despite the aforementioned difficulty of precisely dating large numbers of Coptic legal documents, one gets an overall impression of their age. Depending on and overlapping the late Byzantine Greek instruments, the production of Coptic legal documents considerably increased after the Arab conquest when Greek, though still playing an important role in the administration during early Islamic times, gradually withdrew from the realm of private legal and business affairs. Between the late seventh and the mid-eighth century, the production of Coptic legal documents may have been at its peak. After the eighth century, the number of Coptic documents shrank sharply, and, even more conspicuously, their schemas underwent a striking transformation. The former dominance of Greek patterns faded away, while Arabic patterns started influencing the terminology and formulas of late Coptic legal documents, pointing to private legal and business contacts between Christians and Muslims. Striking examples of that transformation of late Coptic schemes are the deeds of sale *P.Lond.Copt.* I 673 (= 6.6.4) and *P.Teshlôt* 2 (= 6.6.5) (cf. the Arabic deed of sale *P.Cair.Arab.* I 57 = 6.6.6), and the lease document *P.Lond.Copt.* I 487 (= 7.4.7; cf. the Arabic lease *Chrest.Khoury* II 29 = 7.4.8). All in all, the age of the Coptic legal instrument was a roughly 500-year period from the later sixth to the later eleventh century.

2.7.1 Greek–Coptic specimen forms of sales on delivery

CPR IV 34, lines 1–41 (= *P.Rain.Unterricht* 112, Hermopolis/Ashmunein, seventh century)

Vienna, papyrus collection of the National Library, inv. K 4912B, two fragments of 10 cm and 50 cm in height by 32 cm in width; forty-four lines preserved, many gaps, beginning and ending of the papyrus scroll wanting. On the recto (K 4912A, vertical fibres), one of the two extant Coptic wills within the Ashmunein dossier, *CPR* IV 177, is preserved. Since the later part of the text, which should have borne signatures of the issuer, witnesses, and notary, is lost, we do not know whether the text was the legal instrument itself or only a draft or copy. The back side of the large papyrus was used, or re-used, for a kind of exercise unique in the papyrological evidence, but perhaps fairly common at that time, if one takes the relationship between Greek and Coptic schemes into account.

Three sales on delivery are subsequently written on the very same papyrus, although their addressees are different. The texts are subdivided

into paragraphs, each of them written twice, once in Greek and once in Coptic, but none bearing signatures of the issuers, witnesses, or scribe. The purpose of this kind of text was obviously to provide specimen forms of sales on delivery in the two languages. The first, partly damaged text (lines 1–14) concerns a sale of 50,000 pieces plus 30 bundles of reeds. The issuer, whose name is lost in a gap, acknowledges he has received their full price in advance from the addressee, promises to deliver them in time and in good quality, and accepts liability by pledging his fortune. The second text (lines 15–41) is a sale on delivery of 600 *kouphon*-vessels and 200 *kollathon*-vessels. The potter Aurelius Johannes acknowledges the receipt of their price from Flavius Gennadios and promises their timely delivery in good condition, accepting liability by pledging his fortune. It is striking to find the addressee's status designation "Flavius" properly translated into Coptic as "the great one." The third text (lines 41–44) breaks off at the beginning of the deed corpus, *homologô ekousiôs* "I declare voluntarily . . .," and is not given here in translation.

Literature: Till (1953: 201–08); Till (1958: 39–42, no. 34); for specimen formularies see von Druffel (1915/1970); for sales on delivery, Ernst (1997).

2.7.1a Sale on delivery of reeds

CPR IV 34, lines 1–14 (Hermopolis/Ashmunein, seventh century)

Introductory formulas: (Both Greek and Coptic section lost)

(Receipt of the price in advance)

(Greek section lost)

(Coptic section) [. . . I received and am paid in full by you with the] fair and just [price] for the fifty thousand (pieces) of reeds and the thirty bundles,

Promise of timely delivery in good quality: (Greek section) which reeds I declare I will deliver to you in the month of Mecheir of the – God willing! – coming fifth (year of) indiction [. . .] as good, new reeds, acceptab[le and well-]pleasing, the one half [. . .] the other half, however, [. . .] of the reeds

(Coptic section entirely lost in the gap)

Guarantee clause: (Greek section) [However, if I will not pay you in full with these reeds at the aforementioned delivery date, then (I declare) I will give you twelve *nomismata* for their price at my risk, my] entire

fortune [being in pledge], whereas I swear by God the Almighty, and the salvation of those ruling over us, not to violate the legal force of the present document; the present document is valid and sure, and in answer to the formal question I have personally given my consent.

(*Coptic section*) However, if I should not have paid you in full with these reeds at the aforementioned delivery date, then I will give you twelve gold *holokottinoi* for their price at my risk and the entire stock of my fortune in pledge, swearing by God, the Almighty, and the salvation of those who rule over us, that I shall not violate the legal force of this document, as this document is valid and sure, and (when) they asked me, I agreed.

2.7.1b Sale on delivery of *kouphon*-vessels

CPR IV 34, lines 15–41 (Hermopolis/Ashmunein, seventh century)

Introductory formulas: (*Greek section*) Aurelius Iohannes, the vessel-potter, the son of the late Dios, of the village [...] to Flavius Gennadios [...] from the same town of Hermopolis[, greetings! I declare I have received] and been paid out by you for the full and fair [price of the] *kouphon*-vessels, their inside coated with pitch, of the great(?) *aggeion*-measure, [...] (each) bearing a lid(?), with four handles, hundred [...]

(*Coptic section*) [I, Iohannes], the vessel-potter, the son of the late Sia (*sic*), inhabitant of the village [...] of this town Shmoun – (to) you, the great Gennad[ios, son] of the late, memorable Theodore, inhabitant of the same town [of Shmoun,] I have [received and I am paid out by you for the full, fair, and just p]rice of the six hundred *kouphon*-vessels [...] and the two hundred *kollathon*-vessels [v] of clay [...] each of them with four] handles,

Promise of timely delivery in good quality: (*Greek section*) which *kouphon*-vessels I declare I will deliver to you in the month [...] of the – God willing! – coming fifth (year of) indiction as new, good [...] and well-pleasing *kouphon*-vessels; and I declare I am liable for these very [...] at the drying place and beyond, two hundred, without any delay or contradiction or judgment or lawsuit.

(*Coptic section*) + These *kouphon*-vessels now, I declare to give them to you [in the month . . .] of this coming – God willing! – fifth year of indiction as new, good, and w[ell-pleasing] *kouphon*-vessels; (and)

I declare that I am liable to you for them [...] at the drying place, without [...]; without any delay or contradiction or judgment or lawsuit.

Guarantee clause: (Greek section) However, if I will not pay you in full with these *kouphon*-vessels at the aforementioned delivery date, then (I declare) I will give you [fifteen] *nomismata* [for their price] at my risk, my entire fortune being in pledge, whereas I swear by God the Almighty, and the salvation of those ruling over us, not to violate the legal force of the present document; the present document is valid and sure, and in answer to the formal question I have given my consent.

(Coptic section) However, if I should not have paid you in full with these *kouphon*-vessels at the aforementioned delivery date, then I will give you fifteen *holokottinoi* for its price at my risk and the entire stock of my fortune in pledge, swearing by God, the Almighty, and the salvation of those who rule over us, that I shall not violate the legal force of this document, whereas this document is valid and sure, and (when) they asked me, I agreed.