Debt in Late Antique Egypt, 400-700 CE – Approaches to a Time in Transition

Submitted for the degree of Doctor in Philosophy

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Abstract

Modern scholars are deeply divided over the extent to which early Byzantine provinces such as Egypt adopted imperial Roman law. This thesis undertook a diachronic study of the published debt acknowledgements from Egypt and Nessana for the fifth through seventh centuries CE to examine the degree of adoption of imperial legal changes. The debt acknowledgements are one of the largest sets of papyri documents for this period, consisting of 283 Greek and fifty-seven Coptic documents. Having created a database of these documents, in their original Greek or Coptic plus an English translation and information from the major commentaries, I had an unparalleled opportunity to analyse change, both legal and socio-economic.

The research shows that while many legal changes, including the requirement for regnal dating and changes in the liability of co-debtors, were generally adopted, there was resistance to other changes. For example, the interest rate reduction ordered by Justinian I in 528 was clearly disseminated because some documents reflect the reduction. Most people, however, continued to charge the earlier higher rates. Furthermore, some sectors of the population appear to have struggled with the imperial changes. Model formats for a simplified Greek debt acknowledgement and a very similar Coptic debt acknowledgement were developed and disseminated in the sixth century. These simplified formats did not use regnal dating or many of the other customary clauses of the formal Greek debt acknowledgment. The early development of these simplified formats, together with evidence of the privatisation and localisation of many imperial functions, including dispute resolution, support the view that the later sixth century experienced an unravelling of ties with the Roman Empire. The catastrophic seventh century, with its civil wars and Persian and Arab invasions, resulted in a shift in language from Greek to Coptic for personal legal documents. The disruption of the seventh century, however, only accelerated and finalised a process of change that was already well established in the sixth century.

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Abstract – for the Faculty of History

This thesis began with a simple proposition – to test the degree to which Byzantine Egyptian and Nessanan debt acknowledgements conformed to Roman law. My methodology was to collect all of the published debt acknowledgements for the fifth through the seventh centuries, in both Greek and Coptic, and to look for correlation between those documents and imperial legal changes during the same period. These documents are found in the papyri and ostraca of Egypt and Nessana. The Theodosian Code and the Justinianic *Corpus Iuris Civilis* were published during this period of time, which provided an ideal opportunity to look for adoption patterns. Because there remains much controversy over the extent to which Egypt adopted Roman law, if we can determine that at least some Roman legal changes were adopted, then we know first that these provisions were communicated and second that they were considered important. The degree of communication is relevant to understanding the level of organization and centralization in the imperial government at this time. The degree of adoption is important because law is a principal indicator of identity. For the Romans, the written law was equated with civilisation. Therefore, the extent to which Egypt and Nessana wrote their legal documents using contemporary imperial law informs us of the degree to which they regarded themselves as part of the Roman Empire.

The Byzantine Egyptian and Nessanan debt acknowledgements are written in the form of a *cheirograph*, a document in which the debtor acknowledged that he or she owes the creditor for money, property or both. My search revealed 283 Greek and fifty-seven Coptic debt acknowledgements. Twelve of the Greek documents are from Nessana, which was then located in Palaestina Tertia; the rest from Egypt. As I reviewed these documents, it became apparent that they were useful not only to analyse the adoption of imperial legal changes, but also to understand how other language changes occurred and the role of debt with regard to the great estates of Egypt. As a result, I broadened the scope of my inquiries to consider these issues as well as the adoption of imperial law.

With regard to my original question, I compiled the relevant imperial legal changes affecting debt that occurred between the fifth through seventh centuries. The principal sources are the Theodosian Code and the Justinianic *Corpus Iuris Civilis*. Other sources included primary literary sources and secondary texts on Roman law. My review of the debt acknowledgements in light of these changes indicated that Justinian I was much more successful in disseminating his vision of the law than his predecessors. Changes instituted by Justinian I, such as regnal dating and the definition of the liability of co-debtors, were generally adopted within twenty or so years. Changes by earlier emperors, such as the reduction in interest in kind from the former fifty per cent to thirty per cent, promulgated in 325 did not start to show up in the loans until 432, more than a century later. Justinian I's legal pronouncements thus were better disseminated and Rome's subjects were more receptive than had been the case earlier.

That said, not all of Justinian's changes were widely adopted, even though they were communicated. Justinian reduced interest rates from the long-standing twelve per cent per year to six per cent for most individuals in 528. The interest rate for bankers was set at eight per cent. We know that these rates were communicated because a debt acknowledgement from Constantinople executed in 541 reflected a banker charging eight per cent. Three Egyptian debt acknowledgements dated to 569 from the archive of Dioscorus of Aphrodito, a notary, reflected an interest rate at or close to six per cent. In addition, a settlement document discussing claims arising from an Oxyrhynchus landowner who borrowed money in Constantinople after 528 from a monastery provided for a six per cent interest rate on the loan. Nessana also appears to have adopted the six per cent interest rate. These documents using the legal interest rate demonstrate that the rate was published. It was not, however, widely adopted. Between 400 and 528, interest rates for cash debts were very stable at twelve per cent. After 528, they range from six per cent to fifty per cent. Most of the cash debts with very high interest rates had other unique factors. Even with these cases removed from consideration, the rate of interest fluctuated between 4.2 and 16.6 per cent, with a steady baseline rate of twelve to 12.5 per cent during the sixth and early seventh century. There are only two Coptic debt acknowledgements in which the interest rate can be calculated. One provided for an interest rate of 16.6 per cent, and the other for a rate of either twenty-five percent or 12.5 per cent (depending upon the reading of the document). These documents demonstrate that while Justinian's reductions in interest rates were communicated, they were not widely accepted in Egypt.

The second area of inquiry concerned the process through which Greek personal legal documents, and specifically the debt acknowledgements, were superseded by Coptic personal legal documents. It is now acknowledged that Coptic personal legal documents began to appear in the late sixth century, and that the personal legal documents in Greek, which had been the principal legal language in Egypt since Ptolemaic times, began to disappear after the Arab conquest, to be replaced by Coptic. The process by which this happened, however, is not understood. When did Coptic begin to be used for personal legal documents? If that happened in the mid to late sixth century, as I believe the debt acknowledgements clearly show, then why? Moreover, why did Greek fall out of usage for personal legal documents shortly after the Persian and Arab invasions? Was this because of a widespread and immediate disillusionment with the imperial government, or was there a slower more pervasive shift to Coptic in the sixth and early seventh centuries, which we have hitherto not seen clearly?

The majority of the Greek debt acknowledgements were written by a professional group of private notaries who were called *tabelliones* in Latin and *nomikoi* or *symbolaiographoi* (contract-writers) in Greek. These notaries were formally trained with some degree of knowledge of the law. At least part of this training involved the copying of model texts. They were regulated by the government and held offices in cities, towns and larger villages, offering their services to paying customers. In addition to these professionals, there were a number of occasional scribes who copied the formats of the notaries. This can be seen in the documents where the drafter identifies himself with another profession, often a clerical profession, such as priest or deacon. These documents were also accepted as legal evidence of the transaction. In fact, Justinian I recognised the lack of trained notaries in rural areas in 538, and permitted past practices to continue in those areas.

The format of the Greek debt acknowledgement was remarkably stable from the fifth through to the seventh century. Although there were regional and notarial wording differences, the overall wording and organisation of the document remained largely the same over the entire period of time. During the early to middle sixth century, a simplified (short form) Greek debt acknowledgement began to appear. These documents represent an important change to the practice of documenting debts. They are very simple, lacking either regnal or consular dating. They also lack many of the clauses of the long form, including the stipulation and the *kyria* (affirmation of validity) clauses. To the extent that these documents can be dated, it has been done on the basis of their being part of an archive which is dated or through reference to known individuals. The simplified format is very consistent in its clauses, and became more so during the second half of the sixth century. This consistency of clauses demonstrates that these short form documents used an established format that was widely available in both Egypt and Nessana.

The Greek short form debt acknowledgment is important because the format and many of the words are very similar to the Coptic debt acknowledgement. The dating of the Coptic debt acknowledgements is problematic because, like the Greek short form documents, they do not use regnal or consular dating. A few can be more specifically dated using internal clues. As a result of the difficulty in dating these documents, the prevailing scholarly opinion is that, in the absence of proof to the contrary, the Coptic documents post-date the Persian and Arab conquests. An examination of the seventh-century Coptic debt acknowledgements demonstrates that they are very consistent in their clauses in every location in which they are found. The earliest datable Coptic debt acknowledgement, securely dated to 595/6, follows this same format. Because these documents have an established format, which can be dated to before the Persian and Arab conquests, the assumption that all of the Coptic documents, except those which by exception can be securely dated to after the conquests, must have been written after the conquests, is not supportable. Coptic debt acknowledgements were coming into usage before the seventh-century invasions.

The final question was the role and importance of debt with regard to the great estates of sixth-century Egypt. The issue of the size and economic impact of the great estates in Egypt is complex, but basically revolves around whether Egypt was deteriorating in the fifth and sixth centuries into a collection of large estates owned by service aristocrats and worked by serfs or coloni, the latter building up anger and resentment that resulted in their unwillingness to protect the Empire from the Persian and Arab invaders of the early seventh century, or whether the economy and social environment were more varied and provided more opportunity for talented people to make money. If the latter was true, then other causes must be found for the rapid fall of the Levant to the Arabs.

Estates in the sense of a conglomeration of parcels of land under the control of the imperial family or private owners are not new to Roman studies. Rome held imperial estates, called οὐσίαι, shortly after it conquered Egypt. Large privately owned estates, such as that owned by Appianus, are attested in the third century. The fifth and sixth centuries saw the rise of agricultural estates owned by high-ranking government officials that had an almost corporate existence. The debt acknowledgements, however, do not support a major role for these estates with regard to debt. There are relatively few debt acknowledgements involving creditors with high governmental positions or who are owners, managers or stewards for estates, and which involve rural dwellers or agricultural produce. The earliest of these is dated to 533 and the last to the mid-seventh century. Estate owners became a more significant factor in rural loans in the late sixth century, as did churches, but the sixth century, in particular, is a time in which urban, non-estate creditors are in the clear majority. There certainly were estates in the sixth century, but urban artisans and tradesmen, not estate owners, dominated personal loans.

Although landowners have historically used debt to control subsistence farmers, there is little evidence of systemic coercive use of debt against rural estate workers in Byzantine Egypt. Studies of modern subsistence agriculture societies indicate that rural income is often seasonal. The farmer, if he does not have savings or assets to moderate the income variations, can seek other employment, take a short term loan, or sell his produce in advance of harvest at a discount. There is little direct evidence of the level of seasonal employment in Byzantine Egypt, although the fact that the estate owners preferred to contract for labour, sometimes providing an advance to secure it, indicates a demand for labour. There are wage advances, but they are a small percentage of the total number of debt acknowledgements, and are used for urban artisan labour as often as for rural labour. The wage rates appear to be in line with those of other contemporaneous documents. Moreover, the relatively high number of urban loans, even to rural dwellers, indicates that there were sources for loans other than the estates. The sales in advance are predominantly for wine, rather than for grain or other core crops. Given the time required and risks involved in the fermentation of wine, these agreements would have given an income to the vintner at some risk to the creditor, especially since the principal remedy for the provision of bad wine appears to have been good wine from the next harvest. Thus, the use of debt by the estates does not appear to be systemically coercive, although individuals could certainly have used it coercively.

In summary, the debt acknowledgements show the use of an established format with increasing standardization of language beginning in the fifth century. Interest rates fell in the first part of the fifth century to contemporaneous Roman legal rates. This was generally a time of increasing Egyptian identification with the Roman Empire and rising prosperity. The sixth century began as a period of great prosperity. The urban population appeared to be thriving based on their participation in lending. This picture, however, began to change after the first quarter of the sixth century. The plague first struck in 541, and then periodically thereafter. This probably reduced the number of Greek notaries, especially in rural areas. In addition, there was a growing privatisation of many governmental functions to the estates. A much higher percentage of senior officials in Egypt in the sixth century were local compared to those of North Africa. Most of the military units previously attested in Egypt no longer appear in the extant records after the middle of the sixth century. Coins funds indicate that Egypt was monetarily isolated by the early seventh century. The concentration of power in the hands of local officials, responsible for arbitrating or adjudicating disputes, would likely have resulted in a greater acceptance for simpler legal forms, both in Greek and Coptic. This was the background in which Coptic began to be used for personal legal documents by the second half of the sixth century.

Egypt's security collapsed in the seventh century, with a civil war followed by the Persian and Arab invasions. Many of the Greek elites fled during the Persian and Arab invasions, further reducing the availability of Greek notaries. The impact of this disruption can be seen in the debt acknowledgments. There are far fewer documents, especially from urban areas. The Coptic debt acknowledgements are generally in smaller amounts than the previous Greek documents. The repeated blocking of the Nile and the death or dispersal of many soldiers and governmental officials must have severely reduced the availability of money for many of the farmers and artisans who had previously thrived. Coptic became the language of choice except for governmental documents, and remained so until superseded by Arabic. The Greek service aristocracy may have continued to collect taxes, but this was not the same economy that had thrived in the late fifth and early sixth century.

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Contents

Terminology and Abbreviations

The name 'Roman Egypt' is generally recognised to cover the period from 30 BCE to some point between the third and fifth century CE. Thereafter, another period is recognised and often called 'Byzantine Egypt.' Although there is no consensus when 'Roman Egypt' ends and 'Byzantine Egypt' begins, it is generally agreed that the Byzantine period ends with the Arab conquest. I use Byzantine Egypt in this thesis to cover the period from 400 to 700 CE. This term is also co-extensive with the periods denoted 'late antique' or 'early Byzantine'. All dates in this thesis are CE unless otherwise stated.

Greek and Coptic papyri and ostraca (as well as common papyrological *instrumenta*) are referenced herein by the standard abbreviations employed in the discipline of papyrology. For ease of discussion, I include ostraca documents within the broad name of papyri, unless a distinction is necessary. A current list of papyri may be found online at the following address [functional as of 30 January 2015 and updated 1 June 2011]: http://library.duke.edu/rubenstein/scriptorium/papyrus/texts/clist.html. The most recent paper version of this document is: J.D. Sosin, *et al.*, eds., *Checklist of Editions of Greek, Latin, Demotic and Coptic Papyri, Ostraca and Tablets* (Atlanta, 2008). All of the papyri documents in this thesis have been consulted from the published edition, unless otherwise indicated.

Titles of periodicals have been abbreviated according to the conventions of *The Oxford Dictionary of Byzantium*, ed. A.P. Kazhdan, *et al.*, (3 vols., Oxford, 1991). Secondary works have been referenced in full the first time that they appear in the text. Subsequent references have been abbreviated to the author's name and date of publication.

The following is a list of other abbreviations that are used:

Legal

C.J.	Codex Justinianus
D.	Digest
G.	*Institutes of Gaius*
J. Edict	Edict of Justinian
N. Jus.	Novel of Justinian
N. Th.	Novel of Theodosius II
N. Val.	Novel of Valentinian
Val. Edict	Edict of Valentinian
Th.C.	Theodosian Code

Periodicals

AfP	*Archiv für Papyrusforschung und verwandte Gebiete*
BASP	*Bulletin of the American Society of Papyrologists*
CdE	*Chronique d'Égypte*
JJP	*The Journal of Juristic Papyrology*
ZPE	*Zeitschrift für Papyrologie und Epigraphik*

Other

A.	Aurelius
amt.	amount
art.	artaba(s)
ca	circa
Fl.	Flavius
Oxy.	Oxyrhynchus, Oxyrhynchite
unk.	unknown

Maps and Charts

Chapter I – The meaning of debt and the extant papyri debt acknowledgements

A. Introduction

This thesis began with a simple proposition – to test the degree to which Byzantine Egypt adopted Roman law. The Roman Empire is often said to have been based on law, but if so, the crucial question is the extent to which Roman law penetrated and was practiced in the provinces. The papyri resources of Egypt make it the best location to explore this question. Because there are thousands of legal documents of various kinds, I chose a test case for my Master of Philosophy (MPhil) thesis using the wills and testamentary documents in Byzantine Egypt. My methodology was to examine all of the available published documents of a specific class for a defined period of time, and to look for correlation between those documents and changes in Roman law. I concluded that, although there are limited numbers of extant wills and testamentary documents,[1] many changes in the Roman law concerning inheritance were reflected in subsequent changes to those documents.

For my Doctor of Philosophy thesis, I planned to use the same methodology on a different and larger set of documents. I chose debt acknowledgements because they are one of the largest sets of extant early Byzantine personal legal documents.[2] The vast majority of these documents came from Egypt, although there are twelve (all written in Greek) from Nessana located in what was then Palaestina Tertia,[3] which serve to demonstrate the degree of continuity between the Levant and Egypt. There are no debt acknowledgements among the surviving contemporaneous papyri documents from

[1] There are only twenty-two wills and other testamentary documents and ten donations *mortis causa* between 350 and 650 CE.
[2] Bernhard Palme, "The Range of Documentary Texts: Types and Categories," in Roger Bagnall, ed., *The Oxford Handbook of Papyrology* (Oxford, 2009), pp. 358-394 at p. 368.
[3] P. Ness. 110, 111, 113, 118, 26, 27, 28, 44, 46, 147, 48, and 55.

Ravenna, which is unfortunate because it would have been useful to compare these with the documents from Egypt and Nessana.[4] There are, however, debt acknowledgements in the Formularies of Angers and Marculf, which are Merovingian legal handbooks probably from the seventh century.[5] These documents will be discussed in conjunction with the Greek short form, to which they are the most similar.

The documents from Egypt are written in both Greek and Coptic, and I hoped that a review of the Coptic documents would shed further light on the degree of assimilation of Roman law among the Coptic-speaking community. Although the key features of the Greek debt acknowledgements were described by Herbert Preissner in his thesis in 1956[6] and briefly by Hans Julius Wolff in 1978,[7] it is recognised that a more comprehensive modern study of them is required.[8] Indeed, although both Roman Egyptian and Coptic debt acknowledgements are addressed in the recent study of Egyptian legal documents edited by James Keenan, J.G. Manning and Uri Yiftach-Firanko, only one Byzantine Egyptian debt acknowledgements is discussed, and that one in the context of a placement of the debtor's sister to work for the creditor.[9] This is consistent with the relative lack of attention historically given to the Byzantine Egyptian papyri, but is unfortunate because the period just prior to the Arab conquest is not well studied although it is vitally important to our understanding of the events that unfolded. My analysis is different from

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[4] Jan-Olof Tjäder, *Die nichtliterarischen lateinischen Papyri Italiens aus der Zeit 445-700,* 3 vol. (Lund, 1954-1982).

[5] *The Formularies of Angers and Marculf: Two Merovingian Legal Handbooks*, trans. with an introduction and notes by Alice Rio (Liverpool, 2008), p. 39 for the dating of the Angers Formulary and pp. 107-108 for the dating of the Marculf Formulary.

[6] Herbert Preissner, *Das verzinsliche und das zinslose Darlehen in den byzantinischen Papyri des 6./7. Jahrhunderts* (University of Erlangen-Nürnberg Ph.D. thesis, 1956).

[7] Hans Julius Wolff, *Das Recht der griechischen Papyri Aegyptens in der Zeit der Ptolemäer und des Prinzipats*, vol. 2: *Organisation und Kontrolle des privaten Rechtsverkehrs* (Munich, 1978), pp. 106-114. Wolff considers the development of the *cheirograph* in Ptolemaic and early Roman times and does not address the developments of the late Roman or Byzantine period.

[8] Uri Yiftach-Firanko, ed., *The Letter: Law, State, Society and the Epistolary Format in the Ancient World. Proceedings of a Colloquium held in the American Academy in Rome 28-30.9.2008* (Wiesbaden, 2013), p. 25.

[9] James Keenan, J.G. Manning, Uri Yiftach-Firanko, eds., *Law and Legal Practice in Egypt from Alexander to the Arab Conquest, A Selection of Papyrological Sources in Translation, with Introduction and Commentary* (Cambridge, 2014), pp. 271-273.

that done by the scholars noted above in that I not only identified major types of clauses, but analysed them by the dates and locations in which they are used. I also developed databases from which I could analyse the parties, amounts of debt and interest rates. Both Greek and Coptic documents were examined with a view to the transition process.

Understanding the degree of Byzantine Egyptian adoption of Roman law is important for several reasons. First, the degree of adoption speaks to the question of the successful dissemination of Roman law. The Theodosian and Justinian Codes had been published.[10] Post-Roman successor states in the West either adopted Roman law or developed a modified version of those laws, which indicates that they were communicated and considered important.[11] As will be discussed in more detail in Chapter Four, there remains much controversy over the extent to which Egypt adopted Roman law. If we can recognise that at least some Roman legal changes were adopted, then we know that these provisions were communicated and that they were considered important.[12] The degree of communication is relevant to understanding the level of organization and centralization in the imperial government at this time. The degree of adoption is important because law is a principal indicator of identity. For the Romans, the written law was equated with civilisation. Therefore, the extent to which Egypt and

[10] *Corpus Iuris Civilis, Vol. 2, Codex Iustinianus,* ed. Paul Krueger (Berlin, 1954); *The Theodosian Code and Novels and the Sirmondian Constitutions*, trans. and comm. Clyde Pharr (New York, 1969).

[11] Peter Heather, "The Barbarian in Late Antiquity; Image, reality and transformation," in R. Miles, ed., *Constructing Identities in Late Antiquity* (London and New York, 1999), pp. 234-258, at pp. 236-7; Michael Moroney, "Religious Communities in the Early Islamic World," in W. Pohl, C. Gantner, and R. Payne, eds., *Visions of Community in the Post Roman World: The West, Byzantium and the Islamic World 300-1100* (Aldershot, 2012), pp. 155-163; also, Walter Pohl and Helmut Reimitz, *Strategies of Distinction, The Construction of Ethnic Communities, 300-800* (Leiden, 1998) , and C. Brélaz, "Maintaining Order and Exercising Justice in the Roman Provinces of Asia Minor," in Björn Forsén and Giovanni Salmeri, eds., *The Provinces Strike Back: Imperial Dynamics in the Eastern Mediterranean* (Helsinki, 2008). pp. 45-66.

[12] See for example, the discussion of Klaas A. Worp, "Witness Subscriptions in Documents from the Dioscorus Archive," in Jean-Luc Fournet, ed., *Les archives de Dioscore d'Aphrodité cent ans après leur découverte : Histoire et culture dans l'Egypte byzantine : actes du Colloque de Strasbourg, 8-10 décembre 2005* (Paris, 2008), pp. 143-156, at pp. 144-145, in which he notes, citing to Max Kaser, that a systemic study of the papyri from Byzantine Egypt would be very useful with regard to illuminating the relationship between imperial law and everyday legal practice, and to date only a few partial attempts have been made to accomplish this study.

Nessana wrote their legal documents using current imperial law informs us of the degree to which they regarded themselves as part of the Roman Empire.

As I reviewed the debt acknowledgements, it became apparent that these documents were useful not only for an analysis of Roman law but also for understanding how other language changes, which may not be legal in nature, occurred and the role of debt with regard to the estates of Egypt. To set the stage for the later discussion, I will briefly discuss debt in the modern and ancient worlds from both an economic and anthropological perspective. Then I will provide a brief history of Egypt in the fifth through seventh centuries and consider the strengths and weaknesses of the extant debt acknowledgements as a set of documents for analysis. Subsequent chapters will analyse the clauses of the Greek and Coptic documents in detail, and then discuss the degree of adoption of imperial law, the significance of the great estates as viewed from the debt acknowledgements and finally assess the information provided by the debt acknowledgements against the broader historiographical questions of this period.

B. Debt today and in the ancient world

Debt is a complex and emotionally tangled concept, both for us today and for the people in late antiquity. It is ubiquitous. Most of us in the modern western world have a bank account, which is a loan to a bank, secured by a promise to repay with interest in the form of banking services or a small cash return, and insured to various levels by national governments. Most of us have credit cards and perhaps a loan to purchase a house or car. The news media tells us insistently that we must consume because the economy runs on consumption. It also tells us that an increasing number of people are taking payday loans with annual percentage rates of over 5000 per cent per year[13] to fund their consumption,

[13] Hilary Osborne, "Wonga increases its typical APR by 1,600%," *The Guardian,* 21 June 2013.

and the national debt in many countries is close to or in multiples of the gross national product, all of which may have to be repaid by their citizens and their children.

A housing bubble that burst in 2006-2007 triggered a recession that is still being felt in the United States and Europe.[14] It also caused widespread foreclosures of the mortgages on personal residences and very large bailouts of banks. Debt was the fundamental cause of this bubble as people purchased houses with unaffordable mortgages assuming that because house prices were increasing, they could always re-sell the house and make a profit. When house prices started to fall, they were left with a house that they could not sell without taking a loss and a mortgage they could not afford to repay. The effects of this rippled through the economy because the bankers had re-sold the mortgages with the promise that they were safe assets, a large market failure being impossible. The banks then started to fail, and national governments had to step in to protect not only personal deposits but also the continued availability of credit for personal and business use. Thus did the common house loan almost sink the largest economies in the world. As a result of these conflicting messages, debt is an emotionally laden term in everyday parlance, with the thrill of receipt of a first credit card often counterbalanced by the fear of not having enough money to pay all the bills at the end of the month.

The discussion of debt, both in the modern and ancient worlds, is governed by two different paradigms.[15] The first, based on economic theory, focuses on questions of economic efficiency, collateral, and transaction and information costs. It assumes that people will seek to optimise the benefit of their decisions, and that economic factors, such

[14] For a discussion of the housing bubble, see Timothy Geithner, *Stress Tests: Reflections on Financial Crises* (New York, 2014); Herman Schwartz and Leonard Seabrooke, eds., *The Politics of Housing Booms and Busts* (Basingstoke, 2009); Michael Lewis, *The Big Short: Inside the Doomsday Machine* (New York, 2010); and L. Randall Wray, "Lessons from the Subprime Meltdown," *Challenge* 51/2 (March/April 2008), pp. 40-68.

[15] Isabelle Guérin, Marc Roesch, Govidan Venkatasubramanian, and Bert d'Espallier, "Credit from whom and for what? The diversity of borrowing sources and uses in rural southern India," *Journal for International Development* 24 (2012), S122-137.

as risk, collateral or prevailing interest rates, will govern decisions such as when and with whom to incur debt. The second, based on social anthropology theory, focuses on questions of social meaning and context. It assumes that people have both social and economic reasons for their actions, and that not all actions are rational in an economic sense. These approaches provide complementary views of the same phenomena, and both are important to a full understanding of debt, both modern and ancient.

The modern economic theory about debt is that it increases the money supply, stimulates the economy, and is generally a good thing in moderate levels whether used for consumption or investment because it increases consumption.[16] Consumption is presently the largest single component of the Gross Domestic Product of the United States, and depends in part on purchases made with debt.[17] Savings are seen as a good thing to the extent that people accumulate money for investment, but when people save too much and do not consume, this decreases the number of jobs that would otherwise have been created to service consumption and therefore stifles an economy. Interest is defined as the cost necessary to persuade savers into parting with their money for periods of time and accepting the risk of non-payment.[18] It is set by market forces, with some influence by the national banks for political or social reasons, and in some cases is capped in amount by national law. Agricultural loans, which now represent only a small percentage of funds lent in the modern economy, are protected through price supports for agricultural products, tax credits and insurance.[19] In short, the modern view of debt and interest is

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[16] Philip Coggan, *Paper Promises: Money, Debt and the New World Order* (London, 2012), pp. 11-12. For a fascinating discussion of the changes in our discourse regarding debt, and more particularly how and why debt went from being a 'bad thing' to a 'socially necessary thing', see Natalya Davidko, "The Concept of DEBT in Collective Consciousness (a Socio-historical Analysis of Institutional Discourse)," *Studies about Languages* 19 (2011), pp. 78-88. She argues that the government during the last world war and later commercial interests sought to reframe the public discussion of debt as a public benefit in order to encourage people to take on debt and drive the national economy.

[17] Paul Samuelson and William Nordhaus, *Economics*, 19th Ed. (New York, 2010), pp. 411- 421.

[18] Samuelson and Nordhaus (2010), p. 421.

[19] Samuelson and Nordhaus (2010), p. 73-75, stating that a hundred years ago, half of the U.S. population lived and worked on farms but this number has dropped to less than 3% today. Further that the U.S.

that they operate in a mechanistic way through the behaviour of millions of people to drive a robust economy and provide jobs. Debt is generally seen as good, if not abused. People are expected to make intelligent investments and repay their debts. There is minimal public sympathy for those who cannot successfully manage their finances even when they are adversely affected by broader societal or economic conditions.

The social anthropological perspective on debt is that rational evaluation of economic indicators is only part of the picture. There are social factors that are at least as important. A number of anthropological studies on debt have been done because of the pervasiveness of debt and its potential effect on the human condition. Many modern studies look at one of three issues. The first looks at debt in the context of subsistence farmers. There are numerous articles that discuss ways in which modern subsistence farmers in the developing world can maintain an income before the harvest when money is tight.[20] These include seasonal employment, bridge loans and sales in advance. Loans, especially if it is made by a wealthy or powerful urban dweller to a rural farmer, can lead to the exploitation of the farmer. The advance of wages, in which the creditor provided a loan to be repaid with work to be accomplished in the future, can result in debt bondage as will be discussed. The sale in advance of delivery, in which the debtor acknowledges that he or she has received money from the creditor and promises to provide a product at a specified time in the future, can be abusive when there is a significant discount in the price of the produce because the farmer may have been forced to sell his produce at this discount in order to obtain immediate cash for his needs and thereby has lost the potential profit which he could have made by waiting until after harvest. The social aspect of the

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government protects farmers with price supports, import restrictions, and tax breaks and insurance for investment and crop failures.

[20] See, for example, Mikkel Barslund and Finn Tarp, "Formal and Informal Rural Credit in Four Provinces of Vietnam," *Journal of Development Studies* 44/4 (April 2008), pp. 485-503; and Shahidur Khandker, "Seasonality of income and poverty in Bangladesh," *Journal of Development Economics* 97 (2012), pp. 244-256.

debt was recently addressed in a study about the choices that the poorer castes in Tamil Nadu, India, made with regard to sources of debt.[21] The researchers conducted interviews with debtors and creditors, and found that many debtors took loans from landowners or other wealthy individuals at a higher interest rate than they could obtain from commercial sources of loans because the landowners were willing to provide credit without collateral for ceremonial expenses, such as a wedding, in return for the interest, plus labour, other services, loyalty and respect. Other sources of credit were available, but were restricted in terms of use, such as the micro-finance loans which could only be used for productive purposes (for example, the purchase of farming equipment), or were socially disadvantageous, such as loans from family and friends or from the small itinerant lenders, who used social embarrassment to encourage repayment.

A second group of studies examines debt bondage or debt slavery. Debt bondage is defined as an agreement in which a sum of money is provided in advance, after which the debtor's labour is demanded as a means of repayment, and he thus enters into a period of debt bondage.[22] A common pattern is that a person with money provides credit to a poor individual, who because he or she lacks assets or a steady income, pledges labour to work off the loan.[23] These agreements can become exploitative if there is a severe power imbalance between the parties, and can become debt slavery when the exploitation descends to slave-like conditions. For example, the creditor may restrict the movements of the debtor, or impose onerous charges for subsistence or penalties for bad performance,[24] prolonging the period of debt. Debt bondage can occur anywhere in the world, but has been a particular problem in south Asia and parts of Africa and South

[21] Guérin, Roesch, Venkatasubramanian and d'Espallier (2012).
[22] Larissa Sandy, "'Behind Closed Doors:' Debt-Bonded Sex Workers in Sihanoukville, Cambodia," *The Asia Pacific Journal of Anthropology* 10/3 (2009), pp. 216-230.
[23] Siddharth Kara, *Bonded Labor, Tackling the System of Slavery in South Asia* (New York, 2012), p. 3; Sandy (2009), p. 222.
[24] Sandy (2009), p. 227.

America because of a combination of very low wages, exorbitant interest rates, the addition of excessive charges for subsistence and medical care to the debt during the period of bonded labour, and caste or minority social status that may be used to justify the exploitation.[25] Bonded debts are illegal in India, Pakistan and Nepal, but continue, especially in construction, brick-making, shrimp farming and sex work. A lack of good jobs, social security programmes, alternative credit sources, and legal enforcement of labour protections plus social isolation and land laws promoting landlessness have all been implicated as factors that facilitate debt bondage.[26]

Finally, some studies combine an examination of social anthropology and economic theory. One recent example analysed the use of debt bondage in Diriomo, Nicaragua, to ascertain why the efforts of the Nicaraguan governing elites from 1870 to 1930 to accelerate capitalism in Nicaragua by eliminating tribal ownership of land in common and forcing the Indians to work for the large coffee plantations failed.[27] That study concluded that one of the principal requirements for capitalism, a market for free labour, never materialised in Diriomo during this time. Although much of the land was privatised, forcing the Indians to work for subsistence, the combination of legal and violent coercion to work and the joint decision of the Indians and the plantation owners to introduce a patriarchal relationship meant that no free market for labour ever arose. Under the patriarchal relationship, the Indians would tie themselves to a particular plantation owner in return for aid when necessary. The author was able to use local government records to detail the effect of the privatisation on land ownership and to review legal cases concerning the work agreements. The landowners offered small advances to encourage the Indians to work, but these advances were never important. More significant factors

[25] Kara (2012), pp. 5-7.
[26] Ibid., p. 38; Sandy (2009), p. 227.
[27] Elizabeth Dore, *Myths of Modernity: Peonage and Patriarchy in Nicaragua* (Durham, North Carolina, 2006).

were the legal requirement for all Indians without a profession or sizeable ownership of land to work for the coffee plantations, which was enforced by the local police and the landowner's guards, and the evolving patriarchal relationships between many of the plantation owners and their workers. In other words, social factors inhibited the development of the free market, which in theory should have resulted from the separation of the Indians from their common land and their employment on the large plantations.

It can be seen that social anthropology adds the study of the social organization of human life to questions of debt relations. It uses the examination of documents and literary sources, plus interviews when possible, to investigate the reasons for the choices that people have made. It is also sensitive to the fact that social as well as economically rational factors affect those choices. The papyri provide an opportunity to investigate the written terms of debt in Byzantine Egypt and Nessana, but some social factors may not be apparent in the documentation that remains available to us. Legal coercion, alternative credit sources, social isolation and the degree of social distance between contracting parties are all potentially important, and some of these factors may be less evident than others in the study of the extant documents.

Debt in the ancient world was as least as tangled and in some ways more complex because it operated in diverse ways in different places and times. Although discussions of the historical form of credit normally distinguish between four principal kinds: (1) long-term productive loans, (2) short-term working capital loans, (3) non-productive consumption loans and (4) loans to governments,[28] there were in fact many variations. For example, credit documents in old Babylonia not only provided for the collection and

[28] Sidney Homer and Richard Sylla, *A History of Interest Rates, 4th ed.* (Hoboken, New Jersey, 2005), p. 19. A long-term productive loan is one in which the proceeds will be used for investment into a business opportunity which is expected to earn greater profit than the cost of the loan. A short-term capital loan is one in which the proceeds will be used for operating expenses of a business. Again there is generally an expectation that the business will earn more than the cost of the loan. A consumption loan is one in which the proceeds will be used for consumables – such as food, clothing or entertainment. A loan to a government is as it sounds – a loan in which a government is liable for repayment.

exchange of agricultural goods with consumption loans, and productive advances, especially to merchants in order to trade goods abroad, but also for antichretic[29] loans to obtain labour and soft loans to help out neighbours, family and friends.[30] Using the antichretic loan, creditors could receive labour because borrowers pledged family members, slaves or themselves to secure the loan; and the labour was used by the large landowners pending repayment. This labour, rather than a cash return or exchange of agricultural products, was the purpose of the loan, at least for the lender. Meanwhile, some people made loans, often without interest and perhaps sometimes without expectation of repayment, to meet short term needs of family and friends.

Interest rates historically could be set either by the market or by governing bodies. For example, the interest rate in ancient Mesopotamia was officially set by royal decree, and was not influenced by economic pressures, such as the availability of credit or the risk involved to the creditor.[31] It was based on ease of calculation given the monetary and calendar systems.[32] By way of a late antique example, Roman interest was historically based on a percent per month, which in a twelve-month year, resulted in an annual twelve per cent interest rate. When the Roman solidus, widely distributed by Emperor Constantine I commencing in 312, was divided into twenty-four carats, probably in the early fifth century, it became customary to describe interest in terms of a fourth of a carat per month, or three carats per year, which equates to twelve and a half per cent per year.[33] The change to the monetary system resulted in a slight change in the amount of interest

[29] An antichretic loan in one in which the debtor pledged property (which could include family members and slaves as well as real and personal property) and gave possession but not ownership of it to the creditor to use and collect the income therefrom in lieu of interest.
[30] Marc Van de Mieroop, "A History of Near Eastern Debt?" in Michael Hudson and Marc Van de Mieroop, eds., *Debt and Economic Renewal in the Ancient Near East* (Bethesda, Maryland, 2002), pp. 59-94, at p. 70.
[31] Van de Mieroop (2002), p. 85.
[32] Michael Hudson, "How Interest Rates were set, 2500 BC – 1000 AD: Máš, tokos and foenus as Metaphors for Interest Accruals," *Journal of the Economic and Social History of the Orient* 43/2 (2000), pp. 132-161.
[33] The earliest loan acknowledgement with an interest rate divisible by carats is P. Harr. I 86 (444) which provides for an interest rate of 2 carats per month on a loan of 4 solidi (25 per cent per year).

because of the convenience of calculation in terms of the easy divisions of the coinage and the calendar.

In practice, the assessment of interest was never so clear cut. Actual interest rates varied widely, even in the same period and archive. Moreover, although the prescribed rate generally referred to an increase over a one-year period of time, it is clear that the full interest was often added after a period of less than a year, even a period as short as a few days.[34] The application of an amount of interest calculated as if it were on a one-year loan to a short-term loan results in a high rate of interest if we apply our modern ideas of interest rates per annum. This is a very different picture of interest than that presented by modern economic theory. It illustrates the importance of context because people of different regions and time periods have addressed debt in different ways.

It should not be surprising that the views on lending and interest in the fifth through seventh centuries were as tangled as they are today. Early Greek Church fathers both admired those people who took to heart Jesus' guidance to the rich youth to sell all that he had, give it to the poor and follow him,[35] and understood that this was impractical for most people. They also understood that lending within legally authorised interest rates was appropriate under prevailing legal standards, although this did not necessarily make it right or appropriate under religious standards.[36] So, they addressed the matter in several ways. First, they prohibited the lending with interest for members of the clergy.[37] These

[34] Van de Mieroop (2002), p. 85.
[35] *The Holy Bible: New International Version, containing the Old Testament and the New Testament* (London, 1979, c. 1978) - Matthew 19:16-23; Mark 10:17-22; Luke 18:18-23.
[36] Brenda L. Ihssen, *They who give from Evil, The Response of the Eastern Church to Money Lending in the Early Christian Era* (Eugene, Oregon, 2012), pp. 184-189.
[37] See for example, Council of Nicaea, canon 17 (325), which provided that no member of the clergy shall lend at interest, and if he does, whether by asking for the hundredth of the sum as monthly interest or by secret transaction or by using any other contrivance, as by demanding the whole and one half, and if he did, he shall be deposed from the clergy and his name stricken from the list. William Bright, *The Canons of the First Four General Councils of Nicaea, Constantinople, Ephesus and Chalcedon* (Oxford, 1892), pp. xiv and 65-68. According to Bright, page 68, this prohibition was repeated in the Third Council of Carthage (397 – canon 16) and the Council at Trullo (692).

prohibitions did not always prevent the clergy from lending with interest,[38] but they established a standard of appropriate behaviour for those with clerical positions.

Secondly, they tended to focus on the evil of the money-lender who took interest from the poor who could not afford it; and on the vulnerability of the poor who took loans to maintain a standard of living that was unsustainable, thereby bringing ruin and slavery upon themselves. The most venomous criticism was against those usurers who took advantage of the old and poor. For example, Gregory of Nyssa (335-395) in his *Contra Usurarios* referred to the usurer as a 'murderous physician' who kills the patient for profit under the pretext of healing.[39] The church fathers also counselled the poor not to take loans, especially when the purpose was to maintain an unsustainable standard of living. John Chrysostom (349-407), in addressing the responsibility of the poor for their own condition, said that:

> What can be more pitiable than this, when after having laboured throughout the entire winter, and being consumed with frost and rain, and watchings, they go away with their hands empty, further in debt, and fearing worse than famine and shipwrecks the torments of the stewards, and their dragging them about and their demands and their imprisonments and the services from which no entreaty can deliver them…[A]nd new kinds of usuries also do they devise, and not lawful…for not the hundredth part of the sum but the half of the sum they press for and exact, and this when he of whom it is exacted has a wife, is bringing up children, is a human being and is filling their threshing floor, and their winepress by his own labours.[40]

Basil of Caesaria (ca 330-379) counselled debtors not to borrow to support a lifestyle because debt would cause the loss of autonomy. He said,

[38] Ewa Wipszycka, "Le fonctionment interne des monasterires et des laures en Égypte du point de vue économique," *JJP* 31, pp. 169-186; Tomasz Markiewicz, "The Church, clerics, monks and credit in the papyri," in Anne Bouvarel-Boud'hors *et al*., eds., *Monastic Estates in Late Antique and Early Islamic Egypt: Ostraca, Papyri, and Studies in Honour of Sarah Clackson* (Atlanta, 2009), pp. 178-204.
[39] Gregory of Nyssa, *Contra Ususarios*, trans. by Casimir McCambley in "Against Those who Practice Usury by Gregory of Nyssa," *Greek Orthodox Theological Review* 36/3-4 (1991), pp. 287-302 at p. 295.
[40] John Chrysostom, *The Homilies on the Gospel of Matthew*, vol. III, trans. John Parker (Oxford, 1851), Homily 61.3, page 831.

> When you have borrowed, you will not be rich, and you will be deprived of freedom. He who borrows is the salve of his creditor, a slave serving for pay, who endures unmerciful servitude.[41]

Borrowing placed the poor in the position of having to fawn over their creditors and to lie when repayment came due. As Basil said, there is no sin in being poor but taking a loan at interest will cause others to 'blame your imprudence.'[42]

The ambivalence between the legality of moderate interest and the concern with the potential social damage caused by debt to both creditors and debtors can also be seen in the guidance provided by two different saints of late antiquity. Saint Simeon Stylites, a fifth-century holy man who exercised considerable moral authority over the local community, did not ban interest but required that it be half the current prevailing rate (half of twelve per cent) and that care be taken not to take bribes or plunder widows or the poor.[43] Interest was thus acceptable in small amounts if not to the detriment of the vulnerable. Saint Anastasias of Sinai was a seventh-century monk who provided guidance to the laity in the form of answers to questions.[44] Two answers to the question of whether God would accept money derived from thefts and injustice, found in different manuscripts with slightly different texts, say:

> Answer 1: There are thefts and there is injustice. It is one thing to misappropriate sacred funds, and another in the case of revenue which comes from the land and the sea of unbelievers; it is one thing to treat unjustly peasants and poor folks, and another to snatch from well-off wicked and avaricious people. Answer 2: God does not inquire about the number but only about the intention; and if it is completely impossible for you not to practice some injustice, it is better that the profits made from unjust dealings be expended for good purposes, and not that what derives from what is bad be used for what is bad. Very clearly, the money derived from injustice to the peasants and the poor is quite unacceptable to God and bears a curse.

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[41] Basil, *Exegetic Homilies*, trans. by Sister Agnes Way (Washington DC, 1963), p. 185.
[42] Ibid., p. 186.
[43] *The Lives of Simeon Stylites*, trans. Robert Doran (Kalamazoo, Michigan, 1992), p. 159 (Syriac Life) and 196 (Letter of Cosmos of Panir).
[44] *Anastasios of Sinai, Questions and Answers*, Joseph A. Munitiz, trans. and comm. (Leuven, 2011), Question 44, p. 98.

Injustice is a word often used for usury, the lending at interest at a high rate of interest. Both answers essentially state that there are different levels of sin, and that if it is necessary to engage in some injustice (some level of usury or deception), it is preferable that it be done against well-off, wicked and avaricious people. While God might accept offerings that came from injustice against the well-off, wicked and avaricious, he would never accept offerings derived from injustice against peasants and poor people. Sharp business negotiation was acceptable if it was not done to the detriment of the poor.

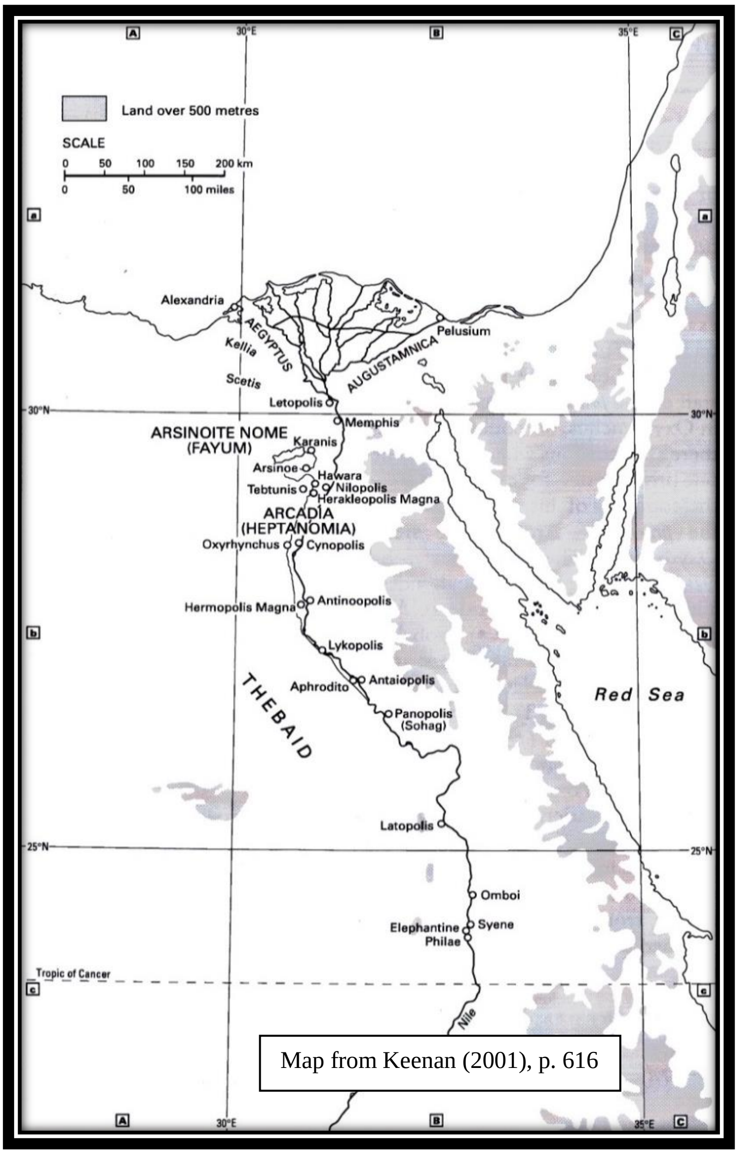
The Byzantine view of debt and interest can thus be described as pragmatic. It was best not to take a loan if possible, but there was a recognition that lending was at times necessary, and that a moderate level of interest might also be necessary so that credit was available. Emperors set what they regarded to be moderate limits on interest as well as other protections, especially for the weaker members of society. The Church would have preferred a gift, rather than a loan, when the recipient was in need; but lending at moderate levels of interest was generally considered acceptable if the poor were not exploited. It is from this perspective that the debt acknowledgements in this thesis will be evaluated.

C. A Short History of Egypt between the fifth and seventh centuries

Egypt, at the northeast corner of the African continent, has as its most significant geographical feature the Nile River, which flows northward from central Africa through Egypt to the Mediterranean Sea. The annual flooding of the Nile River brought not only a regular supply of water to a land without significant rainfall, but also refreshed the soil. This gave the land along the Nile at least twice the fertility of any other part of the Mediterranean, which allowed it to be the granary for all of Egypt and for the eastern

Roman Empire and its Arab successors.[45] In addition, the Nile River provided a secure and inexpensive method of transportation, from Syene in the south to the delta and Alexandria in the north. The deserts on both sides of the river generally protected Egypt from most outside attacks other than nomadic raids. Because Egypt is bordered by the Mediterranean to the north and the Red Sea to the east, it had access to trade both from the Mediterranean and from Arabia, India and China through the Red Sea.

Map 1: Political Divisions of Egypt



Map from Keenan (2001), p. 616

The diocese of Egypt had been divided into four provinces since the end of the fourth century: Thebaid, Aegyptus, Arcadia and Augustamnica. These provinces were directly subject to the civilian control of the Augustral Prefect as head of the Egyptian diocese and, through him, to the praetorian prefect of the East.[46] Control of the military was divided, with two *duces* (one in the north and the other in the south) having control over the *limitanei* (territorial units stationed in each of the ducates), the *magister militum per Orientem* having control over the *comitatenses* (superior troops) and two

[45] James Keenan, "Egypt," in Averil Cameron, *et al.*, eds., *The Cambridge Ancient History Volume 14: Late Antiquity: Empire and Successors, AD 425–600* (Cambridge, 2001), pp. 612-637, at p. 637.
[46] Keenan (2001), p. 613.

magistri militum praesentales of the eastern half of the Roman empire having control over the *palatini* (elite units of the imperial court). Thus the troops stationed in any province could report to one of three possible command structures: one of the *duces,* the *magister militum per Orientem* or the *magistri militum praesentales,* a situation which would make coordinated use of the troops very difficult. The Emperor Anastasius gave the *duces* control over the *palatini* in 492,[47] which provided more overall control, but civil and military leadership remained divided and the military still further divided between the *duces* and the *magister militum per Orientem.*

This basic structure remained in place until 538 when the Emperor Justinian I re-organised the governmental structure because of his dissatisfaction with the collection of grain and monetary taxes.[48] Although part of Justinian's Edict is missing, it is clear that the Augustral Prefect's overall control of civil affairs was reduced to the provinces of Aegyptus and Augustamnica and the city of Alexandria, even though he had a responsibility to collect grain and money taxes from the other Egyptian provinces to be forwarded to Constantinople. In addition, Justinian created an Augustral *Dux* of Libya with military and civil power over the Libyan provinces, who was also given responsibility over the Mareotis area (south of Alexandria) and the city of Menelaides, so that he would have the income to support the army necessary to protect the area from barbarians.[49] An Augustral *Dux* of the Thebaid was given military and civil authority over the Theban provinces but with subordinate civil governors over north and south halves. The provisions addressing Arcadia are missing. All of the augustral officials and their offices and the army had the responsibility to collect and forward all grain and monetary taxes at the risk of their personal fortunes.[50] Justinian's imperial government approved the appointment and termination of all augustral officials as

[47] C.J. 12.35.18.
[48] J. Edict 13.introduction.
[49] J. Edict 13.c.18.
[50] J. Edict 13.c.4.1 & 2, c.6, c.8, c.10.4, c.11.1 & 2, c.20, c.24 and c.27.

part of his effort to establish personal accountability over the collection and forwarding of grain and monetary taxes.

Upon re-establishing control over Egypt after the Persian invasion of 619-629, the Emperor Heraclius divided Egypt into four large provinces: Aegyptus, Augustamnica, Arcadia, and Thebaid, each governed by a *dux* with combined military and civilian powers.[51] After the Arabs conquered Egypt in 642, they largely kept the Roman ducal administration in place, but probably relieved the *dux* of all military authority.[52] The *duces* for Thebaid and Arcadia were merged into a single administrative unit between 655 and 669.[53] In addition, the Arabs placed a governor with authority over the entire diocese to closely supervise the administrative tasks given to Greek and Coptic administrators.[54] Although the Arab army was principally sited in Fustat, near the Roman fortress of Babylon, army members were spread throughout Egypt, as shown by the extant papyri requisitions.[55]

In addition to the Prefect and *duces*, pagarchies re-emerged in the sixth century, which closely tracked the nomes or sub-provincial administrative divisions of ancient Egypt.[56] Each pagarchy included a medium-size city and its rural hinterland and sub-cities and villages. The pagarchs were responsible for collecting the taxes in their jurisdiction and for handling the judicial and civil functions delegated to them by the augustral prefect and *duces*, and later by the Persian and Arab governors. Most of the cities from which we have papyri were pagarchic capitals. Arsinoe, for example, was the capital of the Arsinoite nome in the Arcadia province. Hermopolis was the capital of the

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[51] Bernhard Palme, "The Imperial Presence: Government and Army," in Roger Bagnall, ed., *Egypt in the Byzantine World 300-700* (Cambridge, 2007), pp. 244-270, at pp. 245-9 and Figure 12.1 on p. 246.
[52] Stephen M. Bay, "A Letter Ordering the Release of a Prisoner," *BASP* 51 (2014), pp. 69-76, at p. 71.
[53] Ibid.
[54] Petra Sijpesteijn, "The Arab conquest of Egypt and the beginning of Muslim rule," in Roger Bagnall, ed., *Egypt in the Byzantine World, 300-700* (Cambridge, 2007), pp. 437-459 at pp. 444-446.
[55] Ibid., p. 445.
[56] See J. Edict 13.c.12; Jairus Banaji, *Agrarian Change in Late Antiquity: Gold, Labour and Aristocratic Dominance* (Oxford, 2001), p. 89; J.H.W.G. Liebeschuetz, "The Origin of the Office of the Pagarch," *Byzantinische Zeitschrift* 66/1 (1973), pp. 38-46. Similar officials had existed in the fourth century but are not attested in the fifth century.

Hermopolite nome (fifteenth nome of Upper Egypt) in the Thebaid province. Oxyrhynchus was the capital of the Oxyrhynchite nome (nineteenth nome of Upper Egypt) in the Arcadia province.

For context in the analysis of the debt acknowledgements, it is worthwhile to consider the monetary policy. Egypt had a separate coinage system from the rest of the Roman Empire from Augustus' conquest of Egypt until Diocletian's monetary reforms of 294/6. Thereafter, it was incorporated into the Roman monetary systems. By the fifth century, the coins available in Egypt included the gold solidus, semissis (half solidus), and tremissis (third of a solidus); and the bronze[57] folles and nummi of various sizes. In addition, the Egyptians used two other monetary denominations: the talent and the myriad. The talent equalled six thousand drachma or fifteen hundred denarii in the fourth century, but is believed to be largely an accounting term rather than a coin because Greek coinage, which was drachma-based, was no longer in use.[58] The myriad equalled ten thousand denarii in the fourth century or six and two-thirds talents. By the mid-sixth century, one gold solidus equalled twenty Roman pounds (approximately 328 grams each) of bronze or 48,000 talents or 4800 myriads.[59]

From the reign of Constantine I (r. 306-337), the gold solidus was minted at seventy-two to the Roman pound, and later sub-divided into twenty-four carats. The solidus did not change until Justinian I issued light weight gold solidi weighing twenty carats each (3.76g) and twenty-two carats each (4.14g) from 538 onwards. These coins were clearly labelled with their number of carats, so were not an overt effort to depart

[57] Some scholars refer to this money as copper; others as bronze. I have chosen to use the word 'bronze' for conformity. Silver coinage was available in other parts of the Empire but is rarely attested in Egypt.
[58] Bagnall, Roger, *Currency and Inflation in Fourth Century Egypt: BASP Supplement 5* (Chico, California, 1985a), pp. 16-17.
[59] Bezalel Porten and Joel Farber, *The Elephantine Papyri in English: three millennia of cross-cultural continuity and change* (Leiden and New York, 1996), p. 465, note 13. Banaji (2001), pp. 68-70, who said that at least by the reign of Justin II, if not before, the myriad was equivalent to a 6 nummi coin.

from the standard of seventy-two 24-carat solidi per Roman pound of gold. Subsequent emperors from Justin II through Constans II also issued light weight solidi at one or more of the following number of carats: 20, 22 and 23. These were minted at Constantinople and Ravenna.[60] It is unclear whether low weight coins were minted at Alexandria, although some were probably imported into Egypt with trade or imperial donatives. Several explanations have been proposed for the introduction of these coins. Procopius said that it was to reduce the value of donatives to senior officials.[61] Wolfgang Hahn suggested that the purpose was to make it easier to make change by having more sizes of gold coins available.[62] David Sear, *et al.*, proposed that the coins were created to facilitate trade because of the spread of the coins through northern and western Europe and the near East,[63] but John Porteous and others objected to this proposal because of the restrictions on removing gold coins from the Roman Empire.[64] Michael Hendy is of the view that the coins probably were struck to economize by making certain payments in low weight coins, and the frequency of finds outside of the Empire may reflect foreign payments or a preference by imperial residents for the heavier coins, thus causing fewer hoards within the Empire with the lower weight coins.[65] The most likely explanation for these coins is that they were minted to provide a means of making certain payments at lower cost. Minting these coins would also have increased the supply of coins in circulation because the same amount of bullion could be used to mint more coins.

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[60] Michael Hendy, "Light weight solidi, tetartera, and the Book of the Prefect," in Michael Hendy, *The Economy, Fiscal Administration and Coinage of Byzantium* (Northampton, 1989), art. IX, p. 58-59.

[61] Procopius, *The Secret History*, trans. by G.A. Williamson and Peter Sarris, rev. ed. (London, 2007), sections 22, also ft. 118. See also, Cécile Morrisson and Jean-Pierre Sodini, "Economy in the Sixth Century" in Angeliki Laiou, ed., *The Economic History of Byzantium*, vol. 1, (Washington, D.C. 2002), pp. 171-220 at p. 218.

[62] Wolfgang Hahn, with M.A. Metlich, *Money of the Incipient Byzantine Empire (Anastasius I to Justinian I, 491-565)* (Wien, 2000) (Hahn I), pp. 12-14.

[63] David Sear, *et al.*, *Byzantine Coins and their values, 2nd Ed.* (London, 1987), p. 25.

[64] John Porteous, *Coins in History: A survey of coinage from the Reform of Diocletian to the Latin Monetary Union* (London, 1969), p. 25. In accord, Michael Hendy, *Studies in the Byzantine monetary economy, c. 300-1450* (Cambridge, 1985), p. 492 and Hendy (1989), art. IX, pp. 60-61.

[65] Hendy (1989), art. IX, pp. 62-3.

Bronze coins from Theodosias I through Anastasius I varied widely in weight, which would have made it difficult to maintain a constant value. Roger Bagnall believes that the devaluation of these coins was a principal factor causing 'inflation' in the fourth century because prices increased shortly after any devaluation in the bronze coins.[66] I am not aware of any similar research concerning the devaluation of coins in the fifth through seventh centuries and whether it had inflationary effect. Anastasius I (r. 491-518) tried to stabilize bronze coins in 498, by issuing bronze coins in denominations of 40, 20, 10 and 5 nummi, but these coins apparently did not circulate in Egypt.[67] Justin I (r. 518-527) issued a special bronze coin at sixty to the pound of bronze (5.4g each), called the 12 (ιβ) nummi coin, for Egypt. This 12 nummi coin, which did circulate in Egypt, retained its weight until 570 when it was dropped from sixty to seventy coins to the pound of bronze.[68] This weight standard lasted until the Persian invasion in 618, when bronze coinage was further debased.[69] The devaluation of bronze against gold would probably have disadvantaged the poorer elements of the population, who used these coins for their daily transactions. Taxes and agricultural prices were generally described in the papyri in gold solidi, and do not appear to have varied significantly until the Arab conquest in 642, although fluctuations may have been hidden by monetary conversion costs.[70]

Notwithstanding imperial efforts to maintain the purity and weight of the solidus, coins tended to lose weight over time as a result of usage and perhaps fraudulent clipping or shaving gold from the coins. For this reason, there appears to have been a preference

[66] Roger Bagnall, "Fourth Century Prices: New Evidence and Further Thoughts," *ZPE* 76 (1989), pp. 69-76. Compare: Richard Duncan-Jones, *Money and government in the Roman Empire* (Cambridge, 1994), p. 29.
[67] Olivier Picard, *et al.*, *Les monnaies des fouilles du Centre d'études alexandrines: les monnayages de bronze à Alexandrie de la conquête d'Alexandre à l'Égypte moderne* (Cairo, 2012), pp. 292-293.
[68] Hahn (2000) (Hahn I), pp. 62-63. Wolfgang Hahn, *Money of the Incipient Byzantine Empire (Justin II – Revolt of the Heraclii, 565-610)* (Wein, 2009), pp. 11-14 (Hahn II).
[69] Klaus Maresch, *Nomisma und Nomismatia: Beiträge zur Geldgeschichte Ägyptens im 6. Jahrhundert n. Chr.* (Opladen, 1994), pp. 68-75; Hendy (1985), pp. 498-499.
[70] See Roger Bagnall, James Keenan, and Leslie MacCoull, *A Sixth-century Tax Register from the Hermopolite Nome* (Durham, North Carolina, 2014), for a detailed explanation of how gold/bronze exchange rates may have affected the true costs of a transaction - tax collection in this case.

for newer coins.[71] As a result, emperors frequently issued legislation requiring money-changers and the population to accept imperial coins of the appropriate weight and quality without discounting more than the allowed fee for handling the coins.[72] This legislation did not prevent people from developing various ways to describe the quality of the coins they lent or received, as will be seen in the next chapter.

Egypt in the fifth through seventh centuries enjoyed both a large population and probably a thriving economy. The geographical benefits provided by the Nile River allowed Egypt to support a population that was estimated by Roger Bagnall and Bruce Frier to be as many as 4.75 million people in the fourth century. They further estimated that the urban population was a third of the total population, three times the standard estimate for urbanization in most Mediterranean countries.[73] Alexandria, with a population of around a quarter million, was one of the major literary and religious centres of the Roman Empire.[74] Numerous medium-sized cities and towns, with populations between 15,000 and 35,000, existed in Egypt during the fifth through seventh centuries.[75] This urban population made items from copper, iron, glass, cloth, and leather, plus jewellery, papyri, and pottery, for both internal use and export.[76] The province's general prosperity is suggested in the eight million modii of grain plus transportation expenses that Egypt apparently sent to Constantinople each year, according to Justinian's Edict 13.8 (538).[77]

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[71] Hendy (1985), p. 365.
[72] Hendy (1985), pp. 363-366, citing to Th.C.9.22.1, Val. Edict 16, C.J.11.11.1 and C.J.11.11.3.
[73] Roger Bagnall and Bruce Frier, *The demography of Roman Egypt* (Cambridge and New York, 1994), p. 53-7.
[74] Christopher Haas, *Alexandria in late antiquity: topography and social conflict* (Baltimore and London, 1997), p. 45-47.
[75] Alan Bowman, "Ptolemaic and Roman Egypt," in Alan Bowman and Andrew Wilson, eds., *Settlement, Urbanization and Population* (Oxford, 2011), pp. 317-362 at pp. 343-345.
[76] Chris Wickham, *Framing the Early Middle Ages: Europe and the Mediterranean 400-800* (Oxford, 2005), p. 612.
[77] Philip Mayerson, "The Case for 8,000,000 Modii in Justinian's Edict 13.8," *BASP* 44 (2007), pp. 167-174. A modius is about one-third of an artaba, a local Egyptian dry measurement, or about thirteen litres.

Notwithstanding the general perception of the prosperity of Egypt, there is surprisingly little hard information about its economy during the fifth through seventh centuries. There are fewer excavations of late antique sites in Egypt than in Syria or Jordan partly because of the density of people who live in modern Egyptian cities built on top of the older ones.[78] In addition, European excavations of Egyptian sites historically concentrated on ancient Egypt, regarding late antiquity as a level to be discarded on the way to locating older materials.[79] The excavations that have been done show a considerable degree of regional variation in the economic levels for Byzantine Egypt. The excavations at Kom el-Dikka in old Alexandria, for example, indicate that the auditoria and imperial baths in that quarter of the city were built in the mid to late fifth century on top of demolished villas, which may have been damaged in the revolts of the third and fourth centuries, and were used until just before the Arab conquest in 641.[80] Baths excavated at Lake Mareotis, southwest from Alexandria, were built in the sixth century and used until the eighth century.[81] Lake Mareotis was a major port and trans-shipment site linking the lower Nile River to Alexandria and the Mediterranean from the Hellenistic period through Arab conquest, although it lost influence by the sixth century, partially because the fresh water from the Nile River had silted up, reducing the size and utility of the lake, and partially because of Berber raids.[82] The port of Pelusium, on the Mediterranean to the east of Alexandria, on the other hand, reflects sustained prosperity from the fourth through ninth centuries. The percentage of imported foreign wines in Pelusium, however, fell in the early seventh century and was replaced with Mareotis

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[78] Wickham (2005), p. 610.
[79] Sijpesteijn (2007), at p. 438.
[80] Wojciech Kolataj, *Imperial Baths at Kom el-Dikka*, Alexandrie VI (Varsovie, 1992), pp. 45-50; Tomasz Derda, Tomasz Markiewicz and Ewa Wipszycka, eds., *Alexandria, Auditoria of Kom el-Dikka and Late Antique Education* (Warsaw, 2007), pp. 30-40.
[81] Hanna Szymanska and Krzysztof Babraj, *Byzantine Marea, Excavations in 2000-2003 and 2006* (Krakow, 2008), p. 28.
[82] Ibid., p. 12.

(Egyptian) wines.[83] The gold mines in the Eastern desert and the port of Berenike on the Red Sea were active until the late sixth century, when they were shut down.[84] A large monastery outside of Hermopolis, named Kom el-Nana (Amarna), was active by the early fifth century, and experienced growth in the early sixth century, but was abandoned in the late sixth century.[85] The monastery of Kom el-Nana was connected to an army fort. The excavators of Kom el-Nana cannot tell why it was abandoned but speculate that it was perhaps because of climate change or the plague. Jeme, a small town in south west Thebes, appeared to have thrived in the seventh and eight centuries but was not a centre for the production of goods for trade outside the area.[86] It also apparently did not suffer seriously from the predations of either the Persians or the Arabs, although several extant letters indicate that husbands or sons were killed in the various conflicts.

The excavations, while helpful in illuminating the economy of Egypt at various times, only provide snapshots. It is at least partially on the basis of other Eastern Mediterranean areas that have been studied, showing that the fifth and sixth centuries experienced an increase in the density and prosperity of rural areas with a concomitant increase in specialised production and trade,[87] that similar claims are made for Egypt. The excavations, especially for middle and southern Egypt, show sustained prosperity through the middle of the sixth century, and then disuse and abandonment of some facilities, especially those in isolated areas. Although the proposed explanations include

[83] Delphine Dixneuf, *Amphores égyptiennes, production, typologie, contenu et diffusion (IIIe siècle avant J.-C-IXe siècle après J.-C.)* (Alexandria, 2011), p. 224-5.
[84] Willemina Wendrich, "Fringes are anchored in Warp and Weft: The Relation between Berenice, Shenshef and the Nile Valley," in Olaf E. Kaper, ed., *Life on the Fringe, Living in the Southern Deserts during the Roman and early-Byzantine Periods* (Leiden, 1998), pp. 243-251.
[85] Jane Faiers, with contributions from Gillian Pyle and Wendy Smith, *Late Roman Glassware and Pottery from Amarna and Related Studie*s (London, 2013).
[86] T. G.Wilfong, *Women of Jeme, Lives in a Coptic Town in Late Antique Egypt* (Ann Arbor, 2002), pp. 148-9.
[87] Bryan Ward-Perkins, "Specialisation, Trade, and Prosperity: an Overview of the Economy of the Late Antique Eastern Mediterranean," in Sean Kingsley and Michael Decker, *Economy and Exchange in the East Mediterranean during Late Antiquity, Proceedings of a Conference at Somerville College, Oxford, 29th May 1999* (Oxford, 2001), pp. 167-177 at p. 168.

cooler temperatures (with reduced agricultural production) or the plague,[88] another possible explanation is a reduction in military strength. Procopius stated that Justinian I delayed and then ceased payments to the *limitanei*,[89] but as Benjamin Isaac pointed out, the continued existence of troops in Nessana, who were probably *limitanei,* means that this may have been an exaggeration.[90] Attestations of most military units in Egypt cease in the mid-to-late sixth century.[91] This is suggestive of a reduction in military strength in Egypt in the sixth century, but may be a result of the survival of documents. If there was a reduction in military strength, it would be consistent with the abandonment of a monastery connected to a fort that was likely to be insecure after the closure of the fort. It would also be consistent with the closure of the gold mines and trading centre at Berenike, which may have been no longer safe. Mediterranean port cities, on the other hand, remained prosperous unless damaged by war or changes in trade patterns.

Egypt's geography also insured that it was relatively secure from external attack, at least between 400 and 608. With the populous Nile River valley protected by deserts on both sides, and the Empire to the north and east, Egypt's principal outside threat came from periodic raids from Blemmeyes and Berbers, and other nomadic tribes to the south and west. Although Diocletian had secured Egypt's southern frontier toward the end of the third century by withdrawing from Nubia to the south of Egypt, and establishing a border at Syene,[92] there were periodic revolts and raids involving the southern and western tribes. In 451, the Emperor Marcian mounted a campaign against the Blemmeyes and expelled them entirely from southern Egypt, although a special exemption was made

[88] Faiers (2013), pp. 259-261.
[89] Warren Treadgold, *Byzantium and its Army, 284-1081* (Stanford, 1995), pp. 60 and 97-98.
[90] Benjamin Isaac, *The Limits of Empire, The Roman Army in the East, Revised edition* (Oxford 1992), pp. 208-210.
[91] The last attestation of the Lion-cuirassiers is SB VII 9455 (525-575); of the Numidians is P.Cair. Masp. II 67141 (late VI); of the Dacians is SPP XX 139 (531); of the Mauri is SB VI 12488 (538); and of the troops at Syene is P. Lond. V 1736 (621).
[92] Procopius, *Wars*, trans. by H.B. Dewing (London, 1971), section I.19.27-37.

to allow Blemmeye and Nobade pilgrims to travel to worship at the Egyptian Temple of Isis at Philae.[93] Nubia was effectively divided between the Blemmeyes and Nobades, until the later fifth century when the Nobades drove the Blemmeyes out of Upper Nubia. The Blemmeyes ransacked Antaiopolis around 500, destroying its basilica and public baths. By the mid-sixth century, a unit of 'Justinian's Numidians' was stationed in Hermopolis for the purpose of protecting the Thebaid and repulsing barbarian attacks.[94] A third Blemmeye war was resolved by Athanasius, *dux* of the Thebaid, in the early 570s. Notwithstanding periodic violence from the southern and western nomads, there appears to have been relative peace in Egypt for most of the fifth and sixth centuries.[95]

I use the term 'relative' peace because Egypt, like all Roman dioceses, was subject to occasional internal conflict. There were riots in Alexandria in 415 during which Christians and Jews fought each other and Hypatia, a teacher and philosopher at the Platonist School of Alexandria, was killed;[96] and additional riots occasioned by the Council of Chalcedon in 451, which adopted a different Christology than was generally accepted in Egypt and Syria.[97] John, Bishop of Nikiu, described riots in Alexandria in the reign of Emperor Anastasius (r. 491-518) that resulted in the death of the city prefect,[98] and riots in Alexandria in the reign of Emperor Justinian I (r. 527-565) concerning the appointment of a Chalcedonian archbishop and other factional religious disputes.[99]

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[93] R.C. Blockley, *The fragmentary classicising historians of the later Roman Empire: Eunapius, Olympiodorus, Priscus and Malchus*, vol. 2 (Liverpool, 1983), Priscus fr. 27, pp. 322-323.
[94] P. Cair. Masp III 67321, P. Lond. V 1663 and SB V 8028.
[95] Keenan (2001), pp. 623-624.
[96] Michael Whitby, *The Ecclesiastical History of Evagrius Scholasticus* (Liverpool, 2000), VII.15; R.H. Charles, trans., *The Chronicle of John, Bishop of Nikiu* (Merchantville, New Jersey, 2007), 84.87-103.
[97] Charles, *John, Bishop of Nikiu* (2007), sec. 88.12-25; also Lois M. Farag, "The Early Christian Period (42-642): The Spread and Defense of the Christian Faith under Roman Rule," in Lois M. Farag, ed., *The Coptic Christian Heritage: History, Faith and Culture* (Routledge, 2014), pp. 23-38 at p. 34.
[98] Charles, *John, Bishop of Nikiu* (2007), sec. 89.35.
[99] Ibid., sec. 92.1-11. Also Peter Bell, *Social Conflict in the Age of Justinian, Its Nature, Management & Mediation* (Oxford 2013), p. 103, describing Justinian's Edict 13 (539) as an effort, following intense religious violence in Egypt, to combine military and civil commands and provide for games for Alexandria in an effort to restore peace and prevent the empire from losing the revenues of its most important province in terms of tax and grain yield.

In addition to periodic internal disorder, the Justinianic plague struck first in Pelusium in 540, and then moved east to Alexandria and the rest of Egypt, and west to Palestine and the rest of the world.[100] Procopius speaks of a death rate rising to 10,000 per day in Constantinople, and the complete cessation of business in the city, which caused a lack of food and other necessities.[101] John, Bishop of Ephesus, tells a similar account in the portion of his *History* remaining in the *Chronicle of Pseudo-Dionysius*.[102] John, Bishop of Nikiu, does not mention a plague in the reign of Justinian I but does describe a pestilence and famine in the time of Justin II (r. 565-574).[103] Unfortunately, there is little archaeological and no clear papyrological evidence available from which to weigh the literary descriptions of the death rates. As a result, considerable controversy exists over the effect of the plague on the economy and security of the Roman Empire. Some scholars see the plague as triggering a significant crisis by the second half of the sixth century, leading to the inability of the Roman Empire to defend itself in the seventh century.[104] Others have been more sanguine about the effect, in part because archaeological studies do not portray a uniform pattern of demographic decline.[105] It is likely that the plague hit different areas with very different impacts, depending upon the infrastructure and general health of the population. Justinian I issued Novel 122 in 544 prohibiting tradesmen, artisans, farmers and seamen in Constantinople from demanding

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[100] Procopius, *Wars*, Book 2.22-3.
[101] Procopius, *Wars*, Book 2.23.
[102] Pseudo-Dionysius of the Tel-Mahre, *Chronicle Part III*, trans. Witold Witakowski, Sebastian Brock, Averil Cameron, Henry Chadwick *et al.* (Liverpool, 1996), pp. 74-91.
[103] Charles, *John, Bishop of Nikiu* (2007), sec. 94.18, p. 150.
[104] Angeliki Laiou, "The Byzantine Economy: An Overview," in Angeliki Laiou, ed., *The Economic History of Byzantium*, vol. 3 (Washington, D.C. 2002), pp. 1145-1164 at p. 1145. Morrisson and Sodini (2002) state at p. 220: "Beginning in the second half of the sixth century, this ancient order began to fall apart. Demographic setbacks resulting from the plague weakened the imperial organization's ability to withstand the invasions of Slavs, Sasanians and Arabs. The Roman formulas no longer worked. … It was at this point that the withdrawal into limited regional areas, the decline in exchange, the transformation of the urban network and the ruralization of cities became manifest; …." See also William Rosen, *Justinian's Flea: The First Great Plague and the End of the Roman Empire* (London and New York, 2007); Peter Sarris, *Economy and Society in the Age of Justinian* (Cambridge, 2006), pp. 217-219; and Lester K. Little, ed., *Plague and the end of antiquity: the pandemic of 541-750* (New York, 2007).
[105] Wickham (2005), pp. 548-549.

fees greater than had been customary as result of the plague, so there must have been some increase in the value of labour there, implying some reduction on the labour force. Thereafter, the plague recurred periodically for the next two centuries, hitting Alexandria in 618-619, 669-673, and 683-687.[106] It probably reduced the income and taxes of the Empire, and otherwise had a more or less disruptive effect.

Although Egypt itself may have been fairly secure from outside attack during the fifth and sixth centuries, the world around it was in a state of frequent conflict. While Constantinople was engaged in wars with the Persians in 421-422 and with the Huns in the second quarter of the fifth century, North Africa fell to the Vandals in 439. Rome was sacked in 410 by the Visigoths, in 455 by the Vandals and in 456 by the Goths. There was civil war in both Rome and Constantinople in 475 between various contenders for the throne, followed by war with Isauria in 492-497 and with Persia in 502-505. The sixth century brought another series of wars, including wars with the Persians in 527-532, 540-562 and 572-591; the re-capture of North Africa from the Vandals in 534; and a long and costly war in Italy from 534-554, followed by Italy's progressive loss to the Lombards starting in 568. These conflicts drained imperial resources.

The question from the perspective of Egypt was the extent to which this conflict affected it. Egypt was exploited as the granary for Constantinople at least through 534, when it may have shared that responsibility with North Africa.[107] Its wines were consumed throughout the Mediterranean but in small quantities. Egyptian red slip bowls and plates are common in Egypt, but their circulation north of Alexandria was limited.[108]

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[106] Dionysios Stathapopoulous, "Crime and Punishment, the Plague in the Byzantine Empire, 541-749," in Little (2007), pp. 99-118 at p. 104.

[107] Sean Kingsley and Michael Decker, "New Rome, New Theories on Inter-Regional Exchange. An Introduction to the East Mediterranean Economy in Late Antiquity," in Kingsley and Decker (2001), pp. 1-27, at p. 4. Boudewijn Sirks, *Food for Rome. The Legal Structure of the Transportation and Processing of Supplies for the Imperial Distributions in Rome and Constantinople* (Amsterdam, 1991), p. 166 – argues that after 534, Constantinople was also provisioned with North African grain and probably olive oil as well.

[108] Kingsley and Decker (2001), p. 4.

Byzantine Egypt, however, imported large amounts of East Mediterranean foodstuffs and other products, including wine from Palestine and products from Cyprus and Cilicia. One of the many unanswered questions about the Byzantine Egyptian economy is how it afforded these imports. Was most of the wheat grown in Egypt sent as tax procured for the *annona civica* or were significant amounts sold, thereby making a profit for the sellers? Kingsley and Decker propose that most of the wheat went as tax and that the large-scale manufacture of cloth, ivory carving and papyrus processing funded at least some of Egypt's importation, but note that the commercial forces in Byzantine Egypt are complex and deserve detailed future analysis.[109] Egypt's commercial economy is beyond the scope of this thesis.

To summarize, Egypt was fairly secure in the fifth and early sixth centuries, with only isolated raids from nomads and occasional urban riots. The plague struck in 541, and then periodically thereafter, but the effect of the plague on Egypt is uncertain. The later sixth century brought greater internal disorder. The seventh century was a disaster. Egypt became the focus of a civil war starting in 608 and lasting for several years when Heraclius and his cousin took the diocese in order to put pressure on Constantinople by embargoing the grain supply from Egypt. It was then invaded and held by the Persians from 619 through 629. Most, if not all, of the Persians were said to have evacuated in 629, and the Romans took steps to regain control of the country. The Arabs invaded in December 639 and negotiated the transfer of Alexandria to their control in 642. They then slowly exerted their control over the rest of the country. The Romans seized Alexandria in 645 and held it until 646, when the Arabs re-took the city. Then civil wars involving the military in Egypt erupted during the first and second Islamic civil wars, or

[109] Ibid., pp. 4-5.

fitnas, from 656-661 and again from 680-692. Notwithstanding periodic violence, the Arabs largely kept the Roman administrative apparatus in place in the seventh century.

This century of unrest affected the economy through the evacuation of many of the Greek elites, the deaths of both military and civilians, the periodic blocking of the Nile River which disrupted both regional and inter-regional commerce, the periodic requisition or destruction of agricultural livestock and crops, and perhaps most importantly, the re-direction of trade from the Mediterranean to the Arabian peninsula after the Arab conquest. All of this should be kept in mind as we review the debt acknowledgements.

One final issue concerns the question of whether Egypt was representative of the empire. It has been argued in the past that Egypt was very different from the rest of the empire, and therefore, its papyri were interesting but not especially relevant to the study of the Roman Empire. This may have been truer in the early years of the Principate when Egypt was first seized by Augustus. Because of its wealth, he placed Egypt under a prefect personally accountable to himself. He also used the existing Greek upper classes as the governing class for Egypt, and continued many of the Ptolemaic taxing and legal practices. Over time, however, the Romans standardised their organizational and governing policies. Egypt was brought under the Roman currency in 294/6. It provided soldiers for the Roman army, and grain for the *annona*. Procopius said in the *Wars* that many of the five hundred ships that ferried the imperial 18,000 soldiers to re-take North Africa were from Egypt.[110] Its ships also carried goods to the rest of the empire. Egypt, like the rest of the Empire, had a pre-existing history and culture; but scholars studying Egypt, especially in late antiquity have come to the conclusion that Egypt was representative in most ways with the rest of the Empire.[111]

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110 Procopius, *Wars*, Book III.3.11-16.
111 See for example, Roger Bagnall, "Introduction," in Bagnall, ed., *Egypt in the Byzantine World, 300-700* (Cambridge, 2007), pp. 1-17; and Wickham (2005), p. 65.

D. The Strengths and Weaknesses of the Debt Acknowledgements

Byzantine Egypt was a bilingual, if not a trilingual, society. From the fifth through the early sixth century, the official imperial language was Latin, although few people in Egypt appear to have used it. In Egypt, Greek had been the language of government and law since the Ptolemies, and largely remained so even after the Roman conquest in 30 BCE.[112] Most of the papyri are in Greek, and until the early seventh century, most of the personal legal documents are in Greek. From 538 forward, even laws from Constantinople addressed to officials in the East were in Greek.[113] Many Egyptians spoke a vernacular Egyptian language, which developed the written Coptic alphabet by the third century CE.[114] Coptic used Greek letters with an additional handful of Coptic-specific letters for sounds not used in Greek. It was originally used for religious documents and letters, but began to be used for personal legal documents in the late sixth century.[115]

My research methodology required the collection of all published Greek and Coptic debt acknowledgements from the fifth through seventh centuries. To do this, I searched the Duke Database of Documentary Papyri (DDbDP),[116] which contains approximately ninety per cent of all published Greek documentary papyri. Coptic documents are slowly being added to the DDbDP, but are also found in the Brussels Database of Coptic Documents,[117] which I also searched. In addition, I asked for and received permission to access the list of legal documents, including debt acknowledgements, prepared by Uri

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[112] Jean-Luc Fournet, "The Multilingual Environment of Late Antique Egypt: Greek, Latin, Coptic and Persian documentation," in Roger Bagnall, ed., *The Oxford Handbook of Papyrology* (Oxford, 2009), pp. 418-451, at p. 422, discussing the limited application of Latin to Egypt, even after 212 when most Egyptians became Roman citizens. By 397, judicial decisions were authorised to be written in Greek as well as Latin. The prefect Cyrus (439-441) abolished the official use of Latin in the prefecture of the East and even Justinian I (529-565) authorised the translation into Greek of his legal collections and published his Novels in Greek as well as Latin.

[113] Caroline Humfress, "Law and Legal Practice in the Age of Justinian," in Michael Maas, ed., *The Cambridge companion to the Age of Justinian* (Cambridge, 2005), pp. 161-184 at p. 172.

[114] Fournet (2009), p. 431.

[115] Ibid., pp. 437-441.

[116] See: http://papyri.info/.

[117] See: http://dev.ulb.ac.be/philo/bad/copte/baseuk.php?page=accueiluk.php.

Yiftach-Firanko;[118] and Arietta Papaconstantinou shared her list of Coptic debt acknowledgements with me, for which I am deeply grateful to both of them. Finally, I searched the printed volumes of papyri for documents that might not yet be digitised. From this search, I found 283 Greek and fifty-seven Coptic debt acknowledgements. For the Coptic documents, I only used those which were dated to the seventh century. Any that were undated or dated more broadly to the seventh and eighth centuries, I rejected because it was not possible to separate out the seventh-century documents. My list of documents is found in Appendices A (Greek Debt Acknowledgements) and B (Coptic Debt Acknowledgements).

As with all papyri, the Byzantine Egyptian debt acknowledgements tend to be unequally distributed temporally, geographically, and with regard to archives or sets of documents belonging to one person or family. The geographical distribution of Greek loans in my period of investigation is consistent with the overall geographical distribution of papyri as a whole, but this means that most documents come from a limited number of locations in middle and southern Egypt with few from the more populous delta or the city of Alexandria.[119] Alexandria was the capital of the diocese of Egypt in late antiquity and would have housed the archives of the governors and central administration, as well as being the centre of most large-scale commerce and trading. The loss of these documents necessarily means that we have documents from the smaller cities and towns, but not from the major commercial and governmental centre.

The following chart and map reflect the total number of Greek debt acknowledgement documents in each fifty year period from 400 to 700, plus the number of documents from the handful of sites with the greatest number of documents in each

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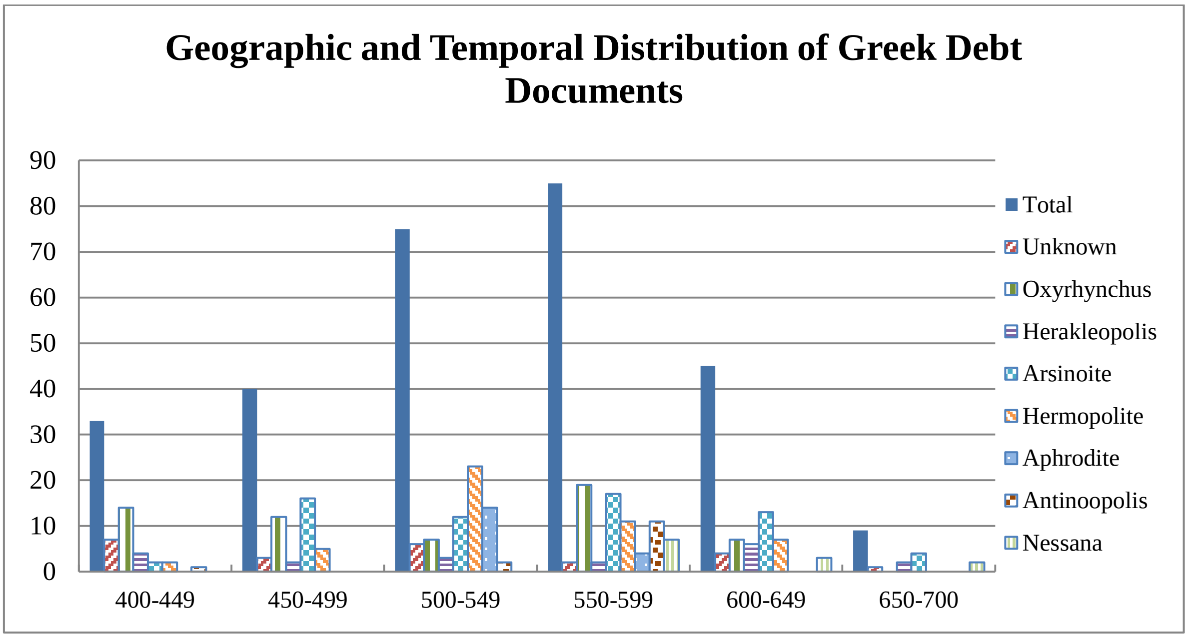
[118] See: http://hudd.huji.ac.il/. For permission to use this site and password, write to Dr. Uri Yiftach-Firanko at Uri.Yiftach@mail.huji.ac.il.

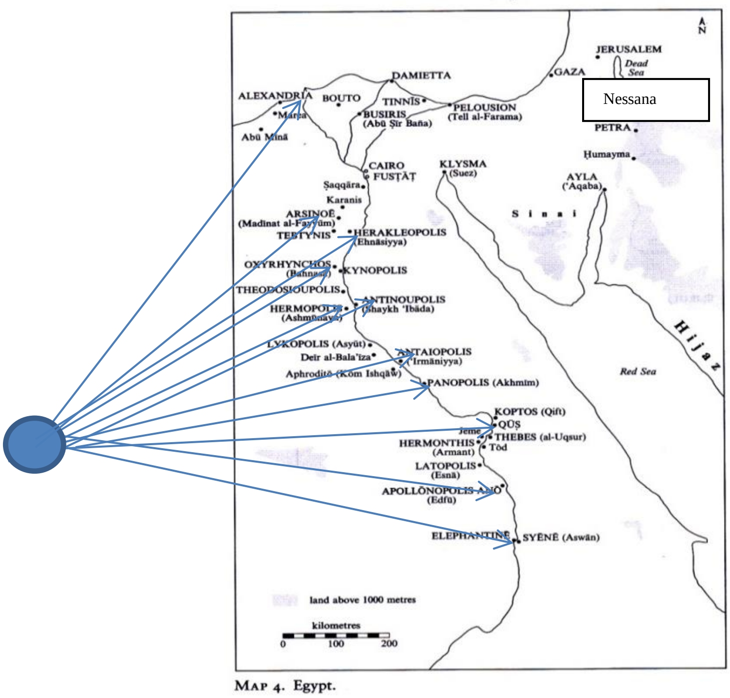
[119] For a discussion of the significance of the missing documents from Alexandria and the delta, see Palme (2009), p. 360.

period. The total number of documents in each period will exceed the combined numbers of documents from the specific areas because there are other papyri in smaller numbers from other areas.

Chart 1: Geographic and Temporal Distribution of Greek Debt Documents



Map 2: Principal Sources of Greek Debt Documents



Cities with the largest numbers of Greek debt documents

Arsinoite	62
Oxyrhynchite	60
Hermopolite	49
Aphrodito	16
Antinoopolis	14
Nessana	12
Syene	8
Alexandria	3
Each of the rest	<5

Map from Wickham (2005) *Framing the Early Middle Ages*, p. xix.

The nome capital cities of Arsinoe, Hermopolis, Oxyrhynchus, and Antinoopolis, plus Aphrodito and Nessana are the principal sources of documents for most of the period. These cities provided documents from the city itself and the outlying areas. Sprinkled among the documents from the principal sources are debt acknowledgements from Constantinople, Alexandria, Thebes, Apollonopolis, Syene, Pathyris, and Panopolite. These help to provide a view on the consistency of contract terms in Egypt and the Levant, but the overall limitations of the documents posed by their patterns of survival must be kept in mind. The scarcity of documents from Alexandria, the capital city of Egypt and site of much commerce, is particularly regrettable.

Another gap in these documents is the lack of debt acknowledgements by or concerning bankers. There were professional bankers in Byzantine Egypt, who made loans as well as collected rents and taxes, paid out money on request of their clients, transferred money between cities and guaranteed the debts of others.[120] They could be independent, or work for a province or estate owner. The Apion estate, for example, had bankers on staff in Oxyrhynchus who were responsible for the acceptance and transfer of money to the estate's banker in Alexandria, and for various payments. Greek bankers often called themselves τραπεζίτης, equivalent to the Latin *argentarius.* Another position, which operated in similar ways to a banker, was the κολλεκτάριος, or *collectarius.* Although the principal role of this position was to change money from gold to copper, or vice versa, they could also open accounts and accept deposits, make loans and act as witnesses for financial transactions.[121] In the Arsinoite nome, in particular, they often replaced the private banker.[122]

[120] For a discussion of banking in Byzantine Egypt, see Raymond Bogaert, "La Banque en Égypte Byzantine," *ZPE* 116 (1997), pp. 85-140; for Rome in general, see Jean Andreau, *Banking and Business in the Roman World* (Cambridge, 1999); Paul Millett, "Maritime Loans, the Structure of Credit," in Peter Garnsey, Keith Hopkins and C.R. Whittaker, eds., *Trade in the Ancient Economy* (1983), pp. 36-52.
[121] Bogaert (1997), pp. 127-128.
[122] Ibid.

There are approximately 190 documents referencing bankers in the DDbDP in the fifth through seventh centuries. Most of these documents are receipts in which bankers received or made various payments, generally tax payments, and often on behalf of estates.[123] There are also banker's payment orders and letters of direction. Bankers, however, are clearly parties in only three extant Byzantine Egyptian debt acknowledgements – one in which a banker in Constantinople made a loan to Dioscorus' father and cousin, then traveling to Constantinople,[124] another in which Flavius Anastasius, banker to the Apion estate, loaned money to two mechanics from the same estate, [125] and a third in which an estate banker collected from a field guard who damaged a field.[126] A fourth debt acknowledgement refers to a banker with regard to a loan from a church, but his role is unclear.[127] A fifth debt acknowledgement has a banker as a witness to the promise by the local head of the sailor's guild to provide fish to the *strategos*.[128] In addition, a *collectarius* made a loan of one solidus in 655/6 or 670/1 to be repaid in grain.[129] There are no seventh-century Coptic debt acknowledgements involving bankers.

Raymond Bogaert, in his extensive study of banking in Byzantine Egypt, pointed to several reasons for the reduction in number of documents in Byzantine Egypt involving bankers compared with those in Roman Egypt.[130] Firstly, he said that the cities, which supported many of the banks, suffered in the financial decline of the late third century, and lost many banks at this time. Secondly, he pointed to the significant decline in the number of taxes collected by the bankers, and in the rise in tax collection by collectives (villages, corporations and the estates), both undercutting the need for banks, except in

[123] For example, P. Mich. XIV 681 (467), P. Oxy. Descr. 18 (535), and P. Vars. 31 (609).
[124] P. Cair. Masp. II 67126 (541).
[125] P. Oxy. XVI 1970 (554).
[126] P. Gen. IV 192 (532).
[127] P. Harrauer 54 (579).
[128] P. Ross. Georg. III 53 (674/5).
[129] P. Michael 35 (655/6. 670/1).
[130] Bogaert (1997), pp. 85-86.

the larger cities. In addition, I would add another possible reason for the relative dearth of debt acknowledgements from bankers – the lack of published banker's account books. Bankers often used account books to document loans.[131] Accounting records are not as frequently published as are other types of documents. As Todd Hickey noted, editors tend to select documents that tell stories or are easy to reconstruct, such as the more formulaic contracts; accounts tend to be less edited because of their lack of obvious context.[132] As a result, we know that there were bankers in Byzantine Egypt and we know that they made loans; but there are very few extant.

The number of published Coptic documents is much smaller than the number of Greek documents. From the fourth century to the eighth century, there are about two published Greek documents for every Coptic document; and this includes the seventh and eighth centuries when there is a significant drop in the number of Greek papyri documents in Egypt.[133] Almost half of these Coptic documents are letters, and many are from monasteries. There are fewer personal legal documents, although the numbers of Coptic legal documents increase after the sixth century, as will be discussed later.[134]

The following chart shows the geographic distribution of Coptic debt acknowledgements for the sixth and seventh centuries. As can be seen, to the extent that the provenance of the Coptic documents is known, they came primarily from the Hermopolite Nome and the Thebaid province (including Elephantine), with a few from the more northern Fayyum. In this regard, documents from the monastery of Apa Apollo at Bawit are allocated to the Hermopolite nome and documents from Koptos, Kos and the

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[131] See Andreau (1999); also N. Jus. 136 (535) and J. Edict 9 (undated) of Justinian I, which provided bankers with a number of exceptions to the general laws governing loans because of their benefit to the public in securing and issuing loans (N. Jus. 136, preface). Among their exceptions was one confirming the enforceability of properly kept account books and due bills (N. Jus. 136.c.5.).

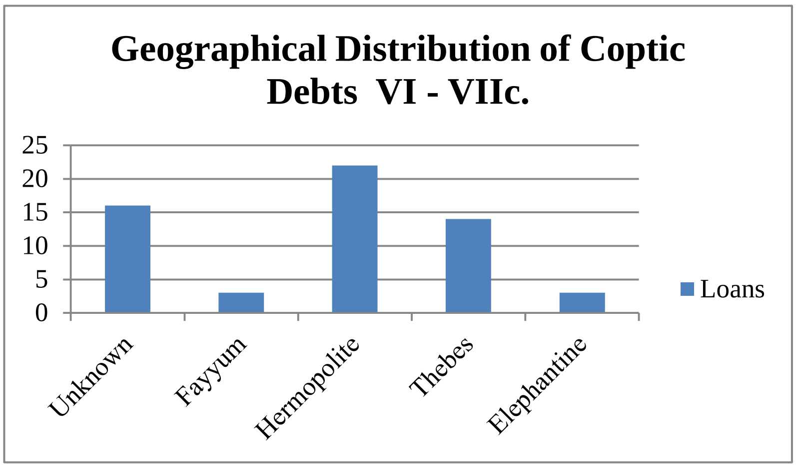
[132] Todd Hickey, *Wine, Wealth and the State in Late Antique Egypt: the house of Apion at Oxyrhynchus* (Ann Arbor, 2012), p. 10; see also Roger Bagnall, *Everyday Writing in the Graeco-Roman East* (Berkeley, 2011), p. 74.

[133] Bagnall (2011), p. 76.

[134] Ibid., p. 94.

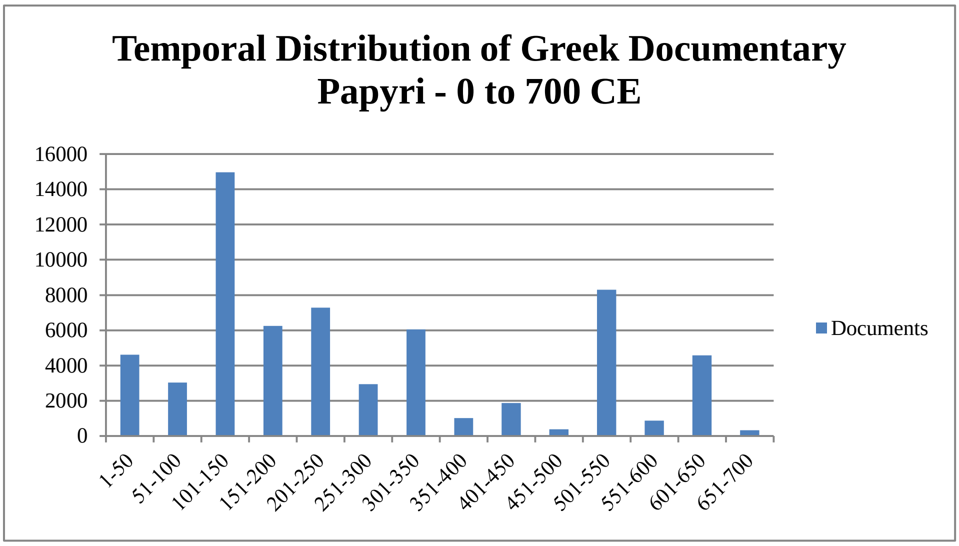
monastery of Apa Epiphanius are in the Thebaid province. I am not aware of any Coptic personal legal documents from the city of Alexandria.[135] The Coptic debt acknowledgements most often came from monasteries: Apa Phoibammon, Apa Apollo, Apa Epiphanius, or around the fort of Elephantine. This may be a factor of the documents that have been found or published, but should be kept in mind as a limiting factor to an analysis of these documents.

Chart 2: Geographical Distribution of Coptic Debts



The Greek debt acknowledgements are generally well distributed temporally until the 650s. (Chart 1) This can be compared with the *overall* temporal distribution of Greek documentary papyri documents (chart 3 below), but note the difference in increments.

Chart 3: Temporal Distribution of Greek Documentary Papyri – 0 to 700 CE[136]



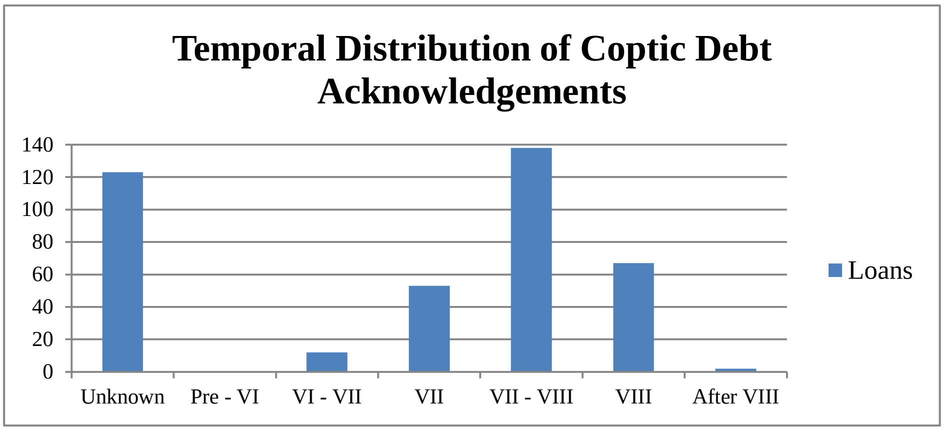
Compared with the overall temporal distribution, the Greek debt documents are reasonably well

[135] According to Stephen Emmel, "Coptic Literature in the Byzantine and early Islamic world," in Roger Bagnall, ed., *Egypt in the Byzantine World, 300-700* (Cambridge, 2007), pp. 83-102 at p. 84, no Coptic manuscripts are known that can be situated in Alexandria.
[136] This information is taken from the DDbDP, using a strict search bases on dates.

represented in the fifth century, have a significant increase in the sixth century, fall back to similar numbers as the fifth century in the first half of the seventh century and end in the late seventh or very early eighth century. As far as I am aware, there are no more Greek debt acknowledgements after the last few on Chart 1, which were probably written shortly after the Arab conquest of 642. This is significant because there are other Greek papyri documents after 650, continuing until the tenth century, but the vast majority of these are administrative (tax documents, requisitions, administrative demands) in nature.

The following chart, which uses the dating from the Brussels Coptic Database, illustrates the temporal distribution of the Coptic debt acknowledgements.[137]

Chart 4: Temporal Distribution of Coptic Debt Acknowledgements



These documents are allocated very generally to centuries because dating Coptic debt acknowledgements is very uncertain. They generally only use indiction dating (dating from the fifteen-year tax cycles) plus day and month. This was sufficient for the people involved because most are very short term loans, but it complicates the accurate dating of these documents from an historical perspective. A few can be dated fairly precisely because of internal references to people or events that are datable from other documents, but the rest are dated only very generally. There are no securely dated Coptic debt acknowledgements until the late sixth century. The number of documents then picks up

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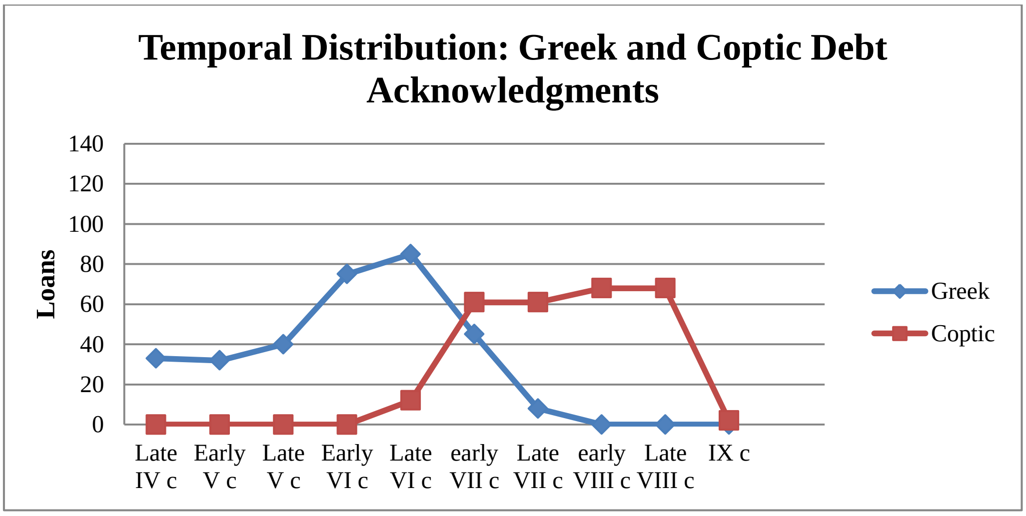
[137] The documents dated to the VII-VIII centuries are not part of this thesis because they cannot be dated to the seventh century.

rapidly in the seventh century, and continues in higher numbers in the eighth century, dropping off in the ninth.[138] Commencing in the ninth century, Arabic replaces Coptic for personal legal documents in Egypt.

If we lay the temporal distribution of the Greek debt acknowledgements over that of the Coptic documents (spread out in half century blocks), we get the following chart:[139]

Chart 5: Temporal Distribution: Greek and Coptic Debt Acknowledgements



It can be seen from this chart that at the time of the Persian and Arab conquests, or very shortly thereafter, there is a rapid and definitive switch in language by the average Egyptian from Greek to Coptic for their debt acknowledgements.

This language shift does not only happen with debts, it also happens with leases. There are about as many Greek and Coptic leases as there are debts acknowledgements,

[138] For a commentary on the change from Coptic to Arabic in Egypt, see Fournet (2009), Jason Jaborowski, "From Coptic to Arabic in Medieval Egypt, *Medieval Encounters*, Vol. 14 (2008), pp. 15-40; Tonio Sebastian Richter, "Greek, Coptic and the 'language of the Hijara': the rise and decline of the Coptic language in late antique and medieval Egypt," and Arietta Papaconstantinou, "What remains behind: Hellenism and Romanitas in Christian Egypt after the Arab conquest," both of the latter two articles in Cotton, Hoyland, Price and Wasserstein, eds., *From Hellenism to Islam: Cultural and Linguistic Change in the Roman Near East* (Cambridge, 2009), pp. 401-446 and 447-466. Also, Arietta Papaconstantinou, "Dioscore et la Question du bilinguisme dans l'Égypte du Vie Siècle," in Jean-Luc Fournet, ed., *Les archives de Dioscore d'Aphrodité cent ans après leur découverte: histoire et culture dans l'Égypte byzantine: actes du Colloque de Strasbourg, 8-10 décembre 2005* (Paris, 2008), pp. 77-88. The shift in languages has been acknowledged in recent years. The reasons for the shift are not yet well understood, but will be discussed at the end of this thesis.

[139] In order to maintain relative consistency of the dating of the Greek and Coptic documents, I took the number of Coptic documents dated generally to the 7th and 8th centuries and divided them equally between these centuries and then more specifically divided them equally between the first and last halves of each century.

so it is a similar set of documents. After 650, there are only nine published Greek land leases with firm dates,[140] and all but one are dated before 700.[141] Of these nine, all but one are from the Arsinoite nome or Herakleopolis, which are geographically very close to each other. The last is from Apollonopolis, in Thebes. Although a few involve senior governmental officials or wealthy city dwellers,[142] many appear to involve working-class people, such as weavers.[143] There are forty-five Coptic land leases in the Brussels Coptic Database. The earliest Coptic lease is dated to 580-590.[144] All the rest are dated (to the extent they have a date) to the seventh and eighth centuries, with a sprinkling to the ninth century. The Coptic land leases come from the Hermopolite, Thebaid, and Arsinoite areas including the Fayyum, which is similar to the distribution of Coptic debts. The leases thus show the same transition from Greek to Coptic as do the debt acknowledgements.

Additionally, the vast majority of all the extant Greek papyri documents dated between 650 and 700 (and there are about 300 of these) are requisitions, tax documents, and letters to or from government officials. There are some land rental and sales documents and contracts for wine sales. But the majority concern governmental or administrative issues. The last remaining Greek personal legal documents appear to largely come from the Arsinoite nome and Herakleopolis, which may have maintained Greek notaries longer than areas further south.

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[140] BGU I 312 (657/8), CPR VIII 71 (684?), CPR X 40 (2nd half VII), CPR XIV 16 (674), P. Apoll. 57)_2nd half VII), P. Eirene II 10 (681), P. Ross. Georg. III 56 (707), SB VI 9462 (657) and SB XVI 12481 (668).   .

[141] P. Ross. Georg. III 56 (707) is the exception.

[142] CPR VIII 71 (684?) involves an individual describing himself as Aurelius renting from a pagarch.

[143] CPR XIV 16 (674) involves a weaver (ταρσικάριος) renting from another Aurelius; and P. Ross. Georg. III 56 (707) involves a weaver renting from an individual described as a priest and fellow craftsman.

[144] Hans Förster, Jean-Luc Fournet and Tonio Richter, “Une *misthosis* copte d’Aphrodité (P. Lond. Inv. 2849), le plus ancien acte notarié en copte?” *AfP* 58/2 (2012), pp. 344-359.

Related to the issue of geographical distribution is the distribution of documents within archives.[145] Many papyri documents are found in archives, or collections of documents that belonged to a family or individual. Approximately sixty of the Greek debt acknowledgements and approximately twenty of the Coptic loan acknowledgements come from specific archives. The following table shows the archives to which the debt acknowledgements belong, if known:

Table 1: Debt Acknowledgements by Archive

Archive	**Debt Acknowledgements**
Taurinos[146]	BGU XII 2140, SPP XX 122 , BGU XII 2185, P. Jena II 17
Aurelia Kyra[147]	BGU XII 2180
Dioscorus of Aphrodito[148]	P. Hamb. III 232, P. Lond. V 1844, P. Ross. Georg. V 35, P. Flor. III 260, P. Lond. V 1699, P. Lond. V 1687, P. Cair. Masp. II 67125, P. Michael 44, P. Mich. XIII 669, P. Hamb. III 233, P. Cair. Masp. II 67126, P. Cair. Masp. II 67127, P. Cair. Masp. II 67129, P. Cair. Masp. II 67251, P. PalauRib. 20, SB III 7201, SB XVIII 13298, P. Lond. III 1007a, P. Lond. V 1717, P. Cair. Masp. II 67165, P. Michael 42a, P. Cair. Masp. II 67162, P. Mich. XI 607, P. Cair. Masp. III 67309, P. Cair. Masp. II 67164, P. Coll. Youtie 92, P. Cair. Masp. II 67163, P. Lond. V 1716, P. Koeln III 156
Sergius (Nessana)[149]	P. Ness. 26, P. Ness. 28, P. Ness. 44, P. Ness. 46, P. Ness. 147, P. Ness. 48, P. Ness. 55
Apion Estate[150]	P. Oxy. I 194, P. Amh. II 149, P. Oxy. XVI 1970, P. Oxy. LXXVII 5124, P. Iand. III 48, P. Oxy. LXVI 4535, P. Oxy. LXXII 4930, P. Oxy. LXXI 4835
Descendants of Flavius Eulogios[151]	P. Oxy. XVI 1891, P. Oxy. XVI 1972
Blemmeyes[152]	SB X 10554, BGU III 795, 796 and 797

[145] For a discussion of archives in general, see Katelijn Vandorpe, "Archives and Dossiers," in Roger Bagnall, ed., *The Oxford Handbook of Papyrology* (Oxford, 2009), pp. 216-255.
[146] See H. Maehler, ed., *Papyri aus Hermupolis (BGU XII)* (Berlin, 1974), introduction, pp. xix-xxvi; and Bernhard Palme, "Flavius Sarapodorus, ein agens in rebus aus Hermupolis," AfP 40 (1994), p. 43-68.
[147] This archive is related to the Taurinos archive.
[148] See Leslie MacCoull, *Dioscorus of Aphrodito: his work and his world* (Berkeley, 1988), and Fournet (2008). Please note that my list of debt acknowledgements from the Dioscorus archive varies slightly from the one in Fournet (2008) because a few of the documents described in that text as debt acknowledgements are not (e.g., P. Cair. Masp I 67018, which is a petition, and P. Cair. Masp I 67139, which is an account).
[149] See Giovanni Ruffini, "Village Life and Family Power in Late Antique Nessana," *Transactions of the American Philological Association* vol. 141/1 (April 2011), pp. 201-225; also C.J. Kraemer, *Excavations at Nessana. Vol. 3: Non-Literary Papyri* (Princeton, 1958).
[150] See Sarris (2006); Banaji (2001); and Hickey (2012).
[151] See James Keenan, "From the Archive of Flavius Eulogius and his Descendants," *ZPE* 34 (1979), pp. 133-138.
[152] See Tormod Eide, Tomas Hagg, Richard H. Pierce and Laszlo Török, *Textual Sources for the History of the Middle Nile Region between the Eighth Century BC and the Sixth Century AD, Fontes Historiae Nubiorum*, Vol. *3* (1998), pp. 1196-1316; and Fritz Mitthof, ed., *Griechische Papyrusurkunden Formats Neuedition*, Vol. 2 (Wien, 2007), pp. XXV-XXXI (concerning SPP III 119-134, reprinted from the BGU edition).

Archive	Debt Acknowledgements
Kyrillos	P. Rain. Cent. 129, SB XIV 12195, BGU III 725, CPR IV 61
Patermuthis[153]	P. Lond. V. 1721, P. Lond. V 1723, P. Lond. V 1725, P. Lond. V 1736, P. Lond. V 1737, SB Kopt. III 1394
Magistor[154]	P. Flor. I 70
Timotheos[155]	SB VIII 9771
Apa Phoibammon	SB Kopt. 922, O. Brit. Mus. Copt I 1, 13 and 14
Apa Apollo[156] (Monastery, Bawit)	P. Athen. Xyla 5, P. Athen. Xyla 8, P. Athen. Xyla 10, P. Athen. Xyla 12, P. Athen. Xyla 17, P. Athen. Xyla 18, P. CtYBR inv. 1747, P. Brux. Bawit 51, P. Mon. Apollo 33, 39, 40, and 41
Apa Epiphanius[157]	P. Mon. Epiph. 90-94
Elephantine Regiment[158]	SB Kopt. I 24 and 25

Most of the archives only provided a few of the debt acknowledgements. The Apion estate provided eight documents, but these only constitute just over one-eighth of the total number of debt acknowledgements from the Oxyrhynchite nome. There are three exceptions in which specific archives contain a large percentage of the total documents for a place and time, and as a result, caution should be exercised on the impact of these archives on our view of the documents. The first is the archive of Dioscorus of Aphrodito, which provided twenty-nine acknowledgements. These constituted most of the documents from Aphrodito and Antinoopolis, and about ten per cent of all of the extant Greek debt acknowledgements. Because this archive was compiled by a single individual with many documents from his own legal practice, his approach may colour the picture that we get from the documents. In his case, this is true especially for Aphrodito and Antinoopolis, but to some extent affects the entire corpus. Similarly, the

[153] See J. Joel Farber and Bezalel Porten, "The Patermouthis archive, a third look," *BASP* 23 (1986), p. 81-98; Sarah Clackson, "Four Coptic papyri from the Patermouthis archive in the British Library," *BASP* 32 (1995), p. 97-116; and Jitse Dijkstra, "New light on the Patermouthis Archive from the Excavations at Aswan. When Archaeology and Papyrology meet," *BASP* 44 (2007), p. 179-209.
[154] See Nikolaos Gonis, "Recent News from Flavius Magistor & Sons," *JJP* 37 (2007), pp. 125-133.
[155] See Claudia Kreuzsaler, ed., *Griechische Papyrusurkunden Formats Neuedition*, vol. 3 (Wien, 2007), pp. LIX-LXIII.
[156] See Sarah Clackson, *Coptic and Greek Texts relating to the Hermopolite Monastery of Apa Apollo* (Oxford, 2000) and Sarah Clackson and Alain Delattre, *Papyrus Grecs et Coptes de Baouit* (Cairo, 2014).
[157] See Herbert Winlock, Walter Crum and Hugh Evelyn-White, *The Monastery of Epiphanius at Thebes* (New York, 1926).
[158] See Bezalel Porten and Joel Farber, *The Elephantine Papyri in English, three millennia of cross-cultural continuity and change* (Leiden and New York, 1996).

monastery of Apa Apollo provided twelve documents, seven in Greek and five in Coptic. The monastery of Apa Epiphanius provided six documents, five in Coptic and one in Greek. These ten Coptic documents represent approximately seventeen percent of the documents in Coptic, which may affect our view of these documents, especially because so many have a connection with religious institutions.

Archives, in addition to providing reason for caution in evaluating the significance of documents, also provide potentially very valuable information. As will be seen, the archive of Dioscorus includes both long form and short form Greek debt acknowledgements. This can be used not only to date the short form documents, which do not contain regnal or consular dating, but also to provide a window on the contemporaneous use of these documents. Dioscorus also wrote Coptic legal documents, including leases and sales, which have not yet been published. However, he apparently left no debt acknowledgements in Coptic.[159] As another example, the archives of Apa Apollo and Patermuthis contain both Greek and Coptic documents. An examination of the patterns of usage of these bilingual archives can assist in evaluating the shift in language that occurred in the early seventh century.

Additionally, most of the documents have been reconstructed to some degree by the editors of the papyri. Editors routinely fill in lacunae in papyri using the common phrases that appear in the type of document being edited. The problem with this, from the perspective of analysing changes that may be occurring in the documents over time, is that the reader may be looking at a reconstruction based on common usage rather than the actual words of the document. What ameliorates this situation is that the editors for documents in the DDbDP, and most other papyri editors, use the Leiden marking protocol. Under this protocol, editors mark those areas of the papyrus for which they are

[159] Bagnall (2011), p. 86.

uncertain or have reconstructed the text. A careful examination of the documents reduces the chances of relying on a reconstruction that assumes common usage instead of providing actual language.

Finally, it is critical to keep in mind the fact that we have only a small fraction of the documents that were once created. Although we have around fifty debt acknowledgements from each of the cities of Arsinoe, Oxyrhynchus, and Hermopolis, it is very likely that there were once thousands of these documents at each site. Each of these cities had a population of at least 25,000 (Oxyrhynchus, Hermopolis and Arsinoe).[160] Assuming that the population remained fairly stable, over a period of the three hundred years, there may have been 225,000 different people living at one time or another at each city (assuming that the average turnover is every 33 years). The debt acknowledgements are more common in wealthier families as would be expected, but also were written for smaller farmers and tradesmen. The family archives indicate that a family may have had several loans during the lifetime of the family members. So we probably have much less than one-hundredth of one percent of the total debt acknowledgements for these cities. To the extent that the debt acknowledgements all have the same format and very similar clauses, our sample is significant even in light of the small numbers of extant documents. But when we are looking at differences in smaller samples, the degree of significance could be a problem. Future discoveries may change our view but for the present, we must use the documents that we have.

E. Debt and its Uses in Egypt

As will be discussed in Chapters Two and Three in more detail, the debt acknowledgements all follow a specific format. They are written in the form of a *cheirograph*, or declaration, in which the debtor acknowledges that he or she has or has

[160] See Bowman (2011), pp. 343-345. For population of Hermopolis, see Susan R. Holman, ed., *Wealth and Poverty in Early Church and Society* (Grand Rapids, Michigan, 2008), p. 90, ft. 8.

received either money or property from the creditor, and will repay it, with or without interest, at a future time.[161] The *cheirograph* (from the Greek word for hand-writing) came from the Greek legal practice. It was a declaration written in one's own hand and had evidentiary value as a result.[162] This remained true even through most of these documents were written by a notary and the borrower's personal acknowledgement was frequently signed by someone else because of his or her illiteracy. From the time of Justinian, the *cheirograph*, if prepared by a notary, had the same evidentiary value as an agreement witnessed by at least three witnesses because of the credibility given to the notaries.[163]

The majority of these acknowledgements appear to be loans, in which the creditor has advanced money or property expecting to be repaid, but there are exceptions. Some of the documents state that the debt is for past due rent or taxes, compensation for the prior provision of bad wine, damage to property, a wedding gift, or a prior provision of supplies.[164] The rest of the documents do not indicate the reason for the debt, so it is possible that some of these other documents actually concern pre-existing debts rather than current loans, but we cannot see this from the documents.

Similarly, it is generally not possible to discern whether the loans are consumption loans or production loans. Most of the loan documents state that they were made for the 'personal and pressing need' of the debtor, but there are exceptions. One loan, for

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[161] Sitta von Reden, *Money in Classical Antiquity* (Cambridge, 2010), p. 99, defines *cheirograph* as an unsecured loan documented by an informal note, discussing the period from c. 600 BC – c. AD 300. In fact, some are secured in Byzantine Egypt as will be seen.

[162] See Max Kaser, *Roman Private Law, 3[nd] ed.*, trans. by Rolf Dannenbring (Durban, South Africa, 1980), pp. 43-44. After the running of the period during which the defence of not having received the principal was permitted, which varied as will be discussed in Chapter Four, the document was binding in its effect.

[163] C.J.4.21.17; C.J.4.2.17 (after 528, *cheirographs* for more than 50 pounds of gold required three witnesses – this was later increased to five witnesses for *cheirographs* made in cities by illiterate debtors for more than a pound of gold – see N. Jus. 73.c.8 and 9 (538)).

[164] For past due rent, see BGU XII 2185 (512), P. Lond. V 1687 (523), P. Herm. 65 (553/4), P. Lond. V 1766 (559), and O. Crum VC 25 (VII). For damage to property, see P. Gen. IV 192 (532); for bad wine, see P. David 10 (522/3); for taxes, see P. Ness. 55 (682?); and for prior provision of dyes, see P. Oxy. VI 914 (486).

example, specified that it was for the reimbursement of dyes, which presumably were used in dyeing cloth, and was thus a production loan.[165] Others appear to arise from business dealings between the parties.[166] But the majority state nothing of their purpose other than it was for the personal need of the debtor. Agricultural loans state either that the subject of the loan was grain or seed, which will be repaid in kind from upcoming crops, or that the subject of the loan was money which would be repaid in grain or agricultural produce.[167] These agricultural loans could be either consumption loans to provide subsistence for the farmer or production loans to obtain seed. There is a sub-set of these loans in which the subject of the loan was money, which would be repaid in money, with agricultural produce as interest.[168] At least a part of the purpose of these loans for the creditor must have been to obtain a regular source of supply for certain agricultural products.

One of the great debates with regard to Byzantine Egypt is the role of the great estates in the sixth century and the extent to which they were coercive in their labour practices, thus potentially creating social tension and disenchantment with the Roman Empire.[169] The debt acknowledgements play a major role in this debate because historically debt has been used to tie rural labourers to specific landlords and to depress their income by creating situations in which they cannot repay the loan except through continuing to work for their creditors at reduced wages. Loans, advances of wages and sales in advance have all been implicated as potentially coercive debt practices. Much

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[165] P. Oxy. VI 914 (486). It has also been described as a sale in credit. See the editor's discussion to P. Oxy. LXXVII 5119.

[166] For example, SB III 7201 (553) (reference to business dealings), O. Brit. Mus. Kopt. I 11 (around 640) (mats).

[167] P. Mich. XIII 670 (527), P. Michael 44 (527), P. Cair. Masp II 67129 (549), SPP XX 261 (570), P. Oxy. LXIII 4398 (553). P. Warr. 10 (591/2), P. Prag. II 166 (VI-VII), P. Lond. I 113 (635 or 620), P. Michael 35 (655/6 or 670/1), P. CtYBR inv. 368 (646/661/676), SB I 4703 (VII), CPR IV 90 (595/6), O. Crum 158 (ca. 600), SB Kopt. III 1381 (VII), CPR IV 86 (VII), CPR IV 87 (VII), CPR IV 92 (VII), CPR IV 95 (VII), O. Crum VC 24 (VII) and O. Crum VC 29 (VII).

[168] For a discussion, see Katherine Blouin, "An Arsinoite Loan of Money with Interest in Kind," *BASP* 47 (2010), pp. 93-107.

[169] See for example, Sarris (2006), Banaji (2001), and Hickey (2012).

depends upon the specific terms of the agreement and upon outside coercion based on law or violence. The coercive effect of all of these documents is discussed in Chapter Five. I have not, however, included the sales in advance in my review of debt acknowledgement clauses because they bear more resemblance to a sales contract than to a debt instrument, although they contain some of the same clauses.

F. What can the Debt Acknowledgements tell us?

Debt is an important issue in any culture, but especially in monetised environments with a differentiated economy, such as Byzantine Egypt. Although the remaining debt acknowledgements reflect only a small percentage of the original number of documents and come from a limited number of locations in Egypt, they are in sufficient numbers that we can begin to draw a picture of legal, social and economic change over time.

Among the questions that the documents can begin to answer are first, the degree of adoption of Roman law in the debt acknowledgements. Justinian I, in particular, legislated widely on the proper documentation of debt, the liabilities of debtors, and interest. An examination of the debt acknowledgements can show when and to what extent this legislation was adopted. Moreover, the pace of adoption is relevant to the question of whether the changes were centrally mandated and who received information at what time.

Secondly, the documents can provide evidence concerning when the Coptic debt acknowledgements began to be used. If that happened in the mid to late sixth century, as I believe the debt acknowledgements clearly show, then why? Moreover, why did Greek fall out of usage for personal legal documents as opposed to administrative documents shortly after the Persian and Arab invasions? Was this because of a widespread and immediate disillusionment with the imperial government, or was there a slower more pervasive shift to Coptic in the sixth and early seventh centuries, which we have hitherto not seen clearly? If there was in fact a slower change, why did this occur?

A third question is the role of debt, if any, in the operation of the large estate. The debt acknowledgements by themselves cannot answer the question of the social and economic power of the large estates as opposed to smaller farms or urban communities. This underlying question of power will require diachronic studies of more types of documents. Leases in particular may offer more information on rural land control. However, the debt acknowledgements can shed light on the relative importance of and differences between rural versus urban use of credit, and on the potentially coercive effect of loans, wage advances and sales in advance.

Chapters Two and Three will examine the specific clauses and language of the Greek and Coptic documents respectively, and address the issue of the rise of Coptic and the end of Greek personal legal documents. Chapter Four examines the extent to which the Greek and Coptic documents complied with prevailing Roman law, and the implications of this for identity and imperial communication with the provinces. Chapter Five will consider debt and the grand estates. Chapter Six will conclude by considering the legal, economic and social information that a diachronic study of debt acknowledgements can provide.

Chapter II – The Greek debt acknowledgements and the process of change

A. Introduction

Papyrology is like working on a huge jigsaw puzzle in which many of the pieces are missing. You don't know what is missing and it is hard to connect the colours into a coherent scene. All you can do is put the pieces together as well as possible and try to make sense of the picture. The more pieces that can be put together, the clearer the picture. The purpose of this chapter and the following one is to do a patient and painstaking examination of the many individual papyri debt acknowledgements to provide a clearer picture of the people who wrote and used the documents and the debt practices they represent. Both chapters will examine several larger issues in the context of these documents. First, was there a process of standardization of format and language of the personal legal documents during the fifth and sixth centuries? What happened in the seventh century? As Sitta von Reden noted, in Roman Egypt there were several forms of debt acknowledgments, including loans based on formal written contents (*sungraphai*) sealed with six witnesses and deposited with the keeper of contracts, *cheirographs* which may or may not be secured with personal property and were often smaller in value, and loans extended by money lenders (*tokistai*) or bankers (*trapezitai*) in which the interest was higher.[170] By Byzantine Egypt, virtually all of the available debt acknowledgements are *cheirographs*, and I will use these terms interchangeably. The other forms have disappeared. Very few bankers' loans have been published. We can, however, examine the *cheirograph* debt acknowledgement during this period.

In addition to the standardization of format, I will ask whether the language was consolidating around preferred wording choices. Related to this question is whether there

[170] von Reden (2010), pp. 35-50; Kennan, *et al*. (2014), pp. 84-85.

is evidence that at least some of the clauses were first used in Constantinople and Alexandria, and then adopted in middle and southern Egypt. In other words, was there an imperial process of communicating legal changes in a top-down basis throughout the empire? This is a difficult question to answer because there are generally so few documents that it is hard to know when, or even if, a specific clause was adopted in any particular area. However, because of the size of this set of documents, and the frequency with which certain clauses appear, there are enough examples to begin to see traces of the process of change. This is very important because we really know little about the dissemination of preferred clauses.

In addition to considering the clauses of standard Greek debt acknowledgement, which was the prevalent form during the fifth through to the seventh century and which I call the ‘long form’, this chapter will consider the development in the sixth century of the Greek short form document, which has been called the ‘short protocol’ by scholars such as Yiftach-Firanko. The short form is also a declaration or *cheirograph* but it is much simplified, lacking many of the standard clauses of the Greek long form debt acknowledgement. Its development is important first with regard to the underlying social changes that precipitated it, and secondly because it either was the model for -- or a contemporaneous development with -- the Coptic debt acknowledgement, which closely followed the format and wording of the Greek short form.

B. Greek long form Debt Acknowledgements

The Greek long form debt acknowledgement follows a fairly consistent pattern, which varies slightly depending on time, provenance and intent of the parties. An example follows.

Table 2[171] – Sample Greek Long Form Acknowledgement

Greek Text: P. Oxy. XVI 1970 (554)	Description of Clause	English translation
† βασ[ιλεία]ς τοῦ θειοτάτ[ου] καὶ εὐσεβ(εστάτου) ἡμ[ῶν] δεσπ(ότου) Φλ(αουίου) Ἰουστινιανοῦ. τοῦ αἰ[ω]νίου Αὐγούστ(ου) καὶ Αὐτοκρά-τορος ἔτους κζ, τοῖς τὸ ιγ μετὰ τ(ὴν ὑπατ(είαν) Φλ(αουίου) Βασιλίου τοῦ λαμπρ(οτάτου) Παῦνι ιδ ἰνδ(ικτίονος) β.	Dating Clause	In the 26th year of the reign of our most godly and most pious master Flavius Justinian, the eternal Augustus and Imperator, after the 13th year of the consulate of Flavius Basileus, the most illustrious, on the 14th of Paoni of the 2nd indiction.
Φλαουίῳ Ἀναστασ[ί]ῳ τῷ περιβλέπτῳ κ̣[όμετ]ι καὶ τραπεζίτῃ τοῦ ἐνδόξ(ου) οἴκου ἀπὸ τῆς λαμπρᾶς Ὀξυρυγχ(ιτῶν) πόλεως Αὐρήλιοι Γεώργιος καὶ Ἀνοῦπ' ὁμογνήσιοι ἀδελφοὶ ἐκ πατρὸς Ἀνδρέου μητρὸς Στεφανοῦτος μηχανουργοὶ τοῦ αὐτοῦ ἐνδόξ(ου) οἴκου ἀπὸ τῆς αὐτῆς πόλεως χαίρειν	Identification of parties	To Flavius Anastasius, the notable *comes* and banker of the renowned house of the illustrious Oxyrhynchus city from Aurelius George and Aurelius Anoup, brothers from the same mother whose father is Andreas and mother is Stephanoua, mechanics of the same renowned house from the same city, greetings.
ὁμολογοῦμεν ἐσχηκέναι παρὰ τῆς ὑμῶν μεγαλοπρ(επείας) ἐξ ἡμετέρας παρακλήσεως ἐν χρήσει διὰ χειρὸς ἐξ οἴκου αὐτῆς εἰς ἰδίας ἡμῶν καὶ ἀναγκαίας χρείας χρυσοῦ νομισμάτια τέσσερ[α] ἰδ(ιωτικῷ) ζυγῷ νομ(ιτευόμενα), γί(νονται) χρ(υσοῦ) νο(μισμάτια) δ νομ(ιτευόμενα), καὶ ὁμολογοῦμεν ταῦτα ἀπο-δοῦναι τῇ ὑμῶν μεγαλοπρ(επείᾳ) μετ̣ὰ̣ π̣άσης εὐχαρι[σ]τ̣ί[α]ς ἐν τῇ πρώτῃ δόσει τοῦ ἡμῶ̣ν̣ [μ]ι̣σθ(οῦ) τοῦ ἐνδόξ(ου) οἴκου ἐν τῷ Ἀθὺρ μην[ὶ] τῆς εἰσιούσης τρ[ί]της ἐπινεμ(ήσεως) ἀνυ̣π̣ερθ(έτως) κινδύνῳ τῶν ἡμῖν ὑπαρχ(όντων)	Acknowledgement of receipt Personal Need Amount Promise to return When Without delay Pledge of property	We acknowledge that we have received from your magnificence from our request in loan from your hand and house to ours for our personal and pressing needs four gold solidi on the private standard, total 4 gold sol., and we acknowledge that we will repay to your magnificence with every thanks in the first gift of our wages in the month of Hathor in the current third indiction, without delay and without risk, pledging our property in this regard.

[171] This translation was done by the editor of *The Oxyrhynchus Papyri*, Vol. XVI. Translations that are not identified to another source are mine. The Greek text comes from the DDbDP, and follows the Leiden convention for marking published papyri. Words in brackets represent words reconstructed by the editor. Words in parentheses represent words reconstructed from customary abbreviations. Letters with dots beneath them represent letters that are unclear but are believed to have been identified. When I cite to language from a particular edition, I will use the Leiden marking of that edition. When I cite to wording common to a number of documents, I will not use the markings.

	Greek Text: P. Oxy. XVI 1970 (554)	**Description of Clause**	**English translation**
	ὑποκειμ(ένων) εἰς τοῦτο. κύρ(ιον) τὸ γραμ(μάτιον) ἁπλοῦν γραφ(ὲν) ἐπερ(ωτηθέντες) ὡμολ(ογήσαμεν). Αὐρήλιοι Γεώργιος καὶ Ἀνοῦπ υἱοὶ Ἀνδρέου πεποιήμεθα τὸ γραμ(μάτιον) τῶν νο(μισματίων) δ ὡς πρόκ(ειται). Παμούθιος υἱὸς Γεωργίου ἀξιωθ(εὶς) ἔγραψα ὑ(πὲρ) αὐτ(ῶν) ἀγρ(αμμάτων) ὄντ(ων). ☧ di emụ..... eteḷịoụth(e).	*Kyria* clause Stipulation Acknowledgement of agreement with the document Notarial completion	This written deed in one copy is valid and having been asked the formal question, we assented. Aurelius George and Aurelius Anoup sons of Andreas made the deed for the four solidi as aforesaid. Pamouthios son of George having been asked wrote on their behalf because they are illiterate. Completed by me
v	† γρ(αμμάτιον) Γεωργίου καὶ Ἀνοῦπ’ ἀδελφ(ῶν) ἐκ πατρὸς Ἀνδρέου μηχα̣[ν(ουργῶν)] τοῦ ἐνδόξου οἴκου ἀπὸ τῆς Ὀξυρ(υγχιτῶν) π̣ό̣λ̣(εως) χρ(υσοῦ) νο(μισμάτια) δ ἰδ(ιωτικῷ) ζυγ(ῷ) νομ(ιτευόμενα). †	Back: Summary of document	† Deed of George and Anoup brothers from the father Andreus mechanics of the renowned house from Oxyrhynchus 4 gold sol. on the private standard. †

Looking at this document, it can be seen that there are six principal sections, which are:

1) The dating clause;
2) The identification of the parties;
3) The acknowledgement of receipt of principal;
4) The promise to repay;
5) The creditor protection clauses;
6) And the execution clauses, which may include an acknowledgement that the document is valid (the *kyria* clause), a stipulation clause, an acknowledgement by the debtor that he agrees with the terms, a statement by another individual that he has signed for the debtor, an acknowledgement by the contract writer that he prepared the agreement, and often a short summary of the document on the back.

Each of these sections will be discussed below, starting with the dating clause. But first, we should consider who prepared these documents. Based upon their compliance with the technical requirements for these documents, such as formal completion, the majority were written by a professional group of private notaries who were called *tabelliones* in Latin and *nomikoi* (notaries) or *symbolaiographoi* (contract-writers) in Greek.[172] These notaries were formally trained with some degree of knowledge of the law.[173] At least part of this training involved the copying of model texts.[174] They were certified and regulated by the government and held offices in cities, towns and larger villages, offering their services to paying customers. Byzantine *cheirographs* originating with these professionals were finished with a hand-written signature, and the remark 'written by me' or 'completed by me,' even if the document itself was written by an assistant.[175]

In addition to these professionals, there were a number of occasional scribes who copied the formats of the notaries without being formally authorised as *nomikoi*. This can be seen in the documents when the drafter identifies himself with another profession, often a clerical profession, such as priest or deacon. These documents were also accepted as legal evidence of the transaction. In fact, Justinian I recognised the lack of trained notaries in rural areas in 538, and permitted past practices to continue in those areas even as he legislated new proof requirements for more urban areas.[176] After the Arab conquest, the seventh-century Coptic documents were often drawn up by non-professional scribes, frequently clergy. There is one seventh-century Coptic debt acknowledgements written by a person describing himself as a *nomikos.* This may be a function of the source of many of our Coptic documents, which came from religious institutions, or it may be the result of a less robust government system and a reduced number of notaries. The publication of more Coptic documents will be required to answer this question with more

[172] Keenan, *et al.* (2014), pp. 85-88; Palme (2009), p. 363-364, 386.
[173] For the training of scribes, see Raffaella Cribiore, *Writing, Teachers, and Students in Graeco-Roman Egypt* (Atlanta, 1996); Scott Bucking, "On the Training of Documentary Scribes in Roman, Byzantine and Early Islamic Egypt," *ZPE* 159 (2007), pp. 229-247.
[174] For a recently published example of a model text for the dating clause used at the time of Phocas, see Amin Benaissa, "Frustula Beineckiana," *APF* 60/1 (2014), pp. 196-208, at pp. 204-206.
[175] The notarial *completio*, in compliance with C.J.4.21.17 (527 CE), which instituted the *tabellio* document as an *instrumentum publice confectum*, doing away with the old objectively-framed document; N. Jus. 44 (536/7 CE) making the presence of the notary or his deputy obligatory in the preparation of the document, and N. Jus. 73 (538 CE) regulating witnesses and the notary in case of trial. Justinian's goal was to ensure the ability to prove the document at trial.
[176] N. Jus. 73.c.9.

certainty. I will use the term 'notary' for those appearing to be official and for mixed groups and 'scribes' for those describing themselves with other professions.

B.1 Dating Clause

Returning to the documents, the first of the principal sections is the dating clause. The Egyptians used three basic systems for identifying the year in their papyri documents between the Ptolemaic period (330 BC – 30 BC) and the end of the Byzantine period (642 CE): regnal, consulate and indiction dating. Not all of these systems were used during the whole period of time. The Ptolemies followed the pre-existing Egyptian system of counting the years of a pharaoh's reign within the framework of the civil year, which began on Thoth 1 (August 29).[177] The regnal years of the Roman emperors were reckoned in the papyri according to the Egyptian system through the fourth century, generally giving the name and title of the ruling emperor(s).[178]

After the beginning of the Tetrarchy in 293, dating by the Roman consuls began to be common in Greek documents, sometimes together with regnal dating. Indiction dating was introduced shortly thereafter. The term 'indiction' refers to the annual tax declarations. Indiction dating was originally based on the fiscal year, and later reckoned in fifteen-year cycles. The first indiction dating pre-dates 312, but 312 starts the first of the fifteen-year cycles.[179] Indiction dates may have been sufficient for the purposes of the people using the documents but indiction dating is not sufficient to establish a date for historical purposes; other dating criteria, internal or external, are necessary. Bagnall and Worp (2004a) compiled a very helpful appendix of emperors and consuls by Julian and indiction year. Although regnal dating fell out of general use with the beginning of

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[177] Roger Bagnall, "Practical help: chronology, metrology, currency, geography, names, prosopography, and technical vocabulary," in Roger Bagnall, ed., *The Oxford Handbook of Papyrology* (Oxford, 2009), pp. 179-196, at p. 182.
[178] Ibid.
[179] Roger Bagnall and Klaas Worp, *Chronological Systems of Byzantine Egypt, 2nd Ed.* (Leiden, 2004a), pp. 7-21.

indiction dating, consulate dating continued to be used with indiction dating until the mid-sixth century when regnal dating was re-introduced by Justinian I and consuls separate from the emperors ceased to be appointed.[180]

Over and beyond these general developments in dating systems, there were regional differences. The Oxyrhynchite nome,[181] for example, continued to use regnal years longer than did other areas of Egypt. It also used a local era dating system based after 355 on the regnal years of Constantius II and Julian.[182] Thus, Julian year 355/6 would equate to a local era dating sequence of 32 (for the 32rd year of Constanius II) and 1 (for the first year of Julian). By way of examples, P. Harr. I 145 used a local era dating sequence of 40/9 (for Julian year 363/4) and P. Oxy. LXXII 4904 used a local era dating sequence of 95/64 (for Julian year 417). Oxyrhynchus continued to use this local era dating system until year 668/9, which is almost a quarter century after Arab conquest.[183]

A last dating protocol used in Byzantine Egypt equates year 1 to year 284/5 in Julian years, which was the first year of the reign of the emperor Diocletian. This dating protocol had been used from the fourth century CE for hagiographies, horoscopes and literary papyri, but was not used for personal legal documents until after the Arab conquest.[184] Greek documents using Diocletian dating are attested from Julian year 657/8 (Diocletian year 374) to 719/20 (Diocletian year 436). A Coptic legal document using Diocletian dating is attested in Julian year 658/9.[185] Bagnall and Worp believe that the use of this dating protocol may have arisen from a desire by Christian Egyptians for a dating system that could define dates beyond the indiction period other than the Arab hijri

[180] Ibid., pp. 88-95. Basilius was the last person other than an emperor to hold the consulate, commencing in 541.
[181] A nome (from the Greek νομός (district)) was a regional administrative subdivision of Egypt in late Roman times. There were about forty of them, each with its own metropolis and chief executive officers, increasing after the Arab conquest to about sixty. See Keenan, *et al.* (2014), p. 558.
[182] Bagnall and Worp (2004a), pp. 55-58 for a detailed description of local era dating.
[183] Ibid., p. 58, citing to T. Varie 8.
[184] Papaconstantinou (2009), pp. 447-466 at p. 451; Bagnall and Worp (2004a), pp. 63-87.
[185] P. Ryl. Copt 175.

dating.[186] Two of the Greek debt acknowledgements use Diocletian dating.[187] None of the Coptic acknowledgements in this study use it.

Just over half of the Greek long form debt acknowledgements have a complete or near complete dating clause. The rest have lost the top of the document, where this clause is normally located. Sixteen of the documents use the Oxyrhynchite local era dating system, generally in conjunction with the standard dating clause.[188] Three documents lack the dating clause but can be dated from an oath to the reigning emperor.[189] Several others lack the dating clause but can be dated because of internal references to people or events which are securely dated.[190] There are five principal variations on the standard dating clause, which are shown below.

Table 3: Greek Dating Clauses

Greek Dating Clauses	Greek Clause	English translation	Example
Type 1	ὑπατείας τοῦ δ[εσπό]του ἡμῶν Φḷαυίου Ἀναστạσίου τοῦ αἰωṿίου α[ὐ]γούστου Αὐτοκράτορος καὶ Φλαυίου Ῥούφọυ τοῦ λαμπροτάτου Θὼθ ε π[ρ]ώτης [ἰν]δικ9τίονο<s>ς</s>0.[191]	In the consulship of our master Flavius Anastasios the eternal Augustus and Imperator, and Flavius Rufus the most illustrious, on the fifth of Thoth of the first indiction.	**CPR VII 40 (492)**
Type 2	μετὰ τὴν ὑ̣πα[τείαν τοῦ δεσπότου ἡμῶν Ὀνωρίου τοῦ αἰω]νίου Αὐγούστου τὸ ια καὶ Φλαουίου Κωνστα̣[ντίου τοῦ] λ̣[αμπροτ]άτου Φαρμο[ῦθι] δ.	After the eleventh consulship of our master Honorius the eternal Augustus and the Flavius Constantius the most illustrious, on the fourth of Pharmouthi. —	**P. Koeln II 102 (418)**
Type 3	βασιλείας τοῦ θειοτάτου καὶ εὐσεβ(εστάτου) ἡμῶν δεσπότου Φλ(αουΐου) Ἰουστινιανοῦ τοῦ αἰωνίου Αὐγούστου καὶ Αὐτοκρ(άτορος) ἔτους κζ, τοῖς τὸ ιβ μετὰ τὴν ὑπατίαν[192] Φλ(αουΐου) Βασιλίου τοῦ	In the reign of our most godly and pious master Flavius Justinian, the eternal Augustus and Imperator, year 27, under the consulship for the 12th time after the consulship of Flavius Basilius, the most illustrious, second of Choiak, second	**P. Oxy. LXIII 4398 (553)**

[186] Bagnall and Worp (2004a), p. 64.
[187] P. Erl. 68 (VII – although the exact date is missing) and P. Ross. Georg. III 53 (674/5).
[188] CPR VII 39 (405/6), P. Oxy. LXXII 4904 (417), P. Rein. II 105 (427), P. Oxy. LXXI 4831 (429), P. Oxy. LXVIII 4690 (442), P. Oxy. L 3599 (460), P. Wisc. I 10 (468), P. Oxy. VIII 1130 (484), P. Oxy. XVI 1969 (484), P. Oxy. VI 914 (486), P. Oxy. XVI 1891 (495), P. Oxy. XIX 2237 (498), P. David 10 (522/3), P. Oxy. XLVII 3355 (535), P. Oxy. LXXVII 5122 (552), and P. Oxy. XVI 1892 (581).
[189] SPP XX 122 (439), P. Lond. V 1717 (560-573), SB I 4676 (574-578).
[190] For example, see P. Mich. XIII 669 (12/13 Sept 529/514), which is dated using a combination of an indiction date and the known dates in which certain relatives of Dioscorus were alive.
[191] This is the most common spelling of this word, although it is also spelled ἰνδικτίωνος.
[192] This document uses this spelling, which is a common variation.

Greek Dating Clauses	Greek Clause	English translation	Example
	λαμπρο(τάτου), Χοίακ β, ἰνδ(ικτίωνος) β.	indiction.	
Type 4	† ἐ[ν] ὀνόματι τοῦ κυρίου [καὶ δεσ]πότου Ἰησ[οῦ Χ]ριστοῦ τοῦ θεοῦ καὶ σωτῆρος ἡμῶν, βασιλείας τοῦ θειοτάτου ἡμῶν δεσπότου Φλ[αυίου Μαυρικίου Τιβερίου τοῦ] αἰωνίου Αὐγούστου Αὐτοκράτορος ἔτους πε[ντεκαιδεκάτου Φαρμοῦθι ε] πεντεκαιδεκάτης ἰν[δ(ικτίονος).	In the name of our lord and master Jesus Christ, and in the fifteenth year of the reign of our master Flavius Maurice Tiberius the eternal Augustus and Imperator, on the fifth day of Pharmouthi, in the fifteenth indiction.	**P. Flor. III 300 (597)**
Type 5	† ἐν ὀνόματι τοῦ ḳ(υρίο)υ καὶ δεσπότọụ Ἰη(σοῦ)ς Χρ(ιστὸ)ς τοῦ θε(οῦ) (καὶ) σ̣ω̣τῆρος ὑμῶν. Μεσωρ(ὴ) ιε ιβ ἰν(δικτίονος).	In the name of the lord and master Jesus Christ our God and savior, on the fifteenth of Messore in the twelfth indiction.	**P. Naqlan II 22 (623)**

The first two principal variations were in use from the early 300s until 537 when Justinian I required the use of the regnal year on legal documents.[193] Both variations identified the consul(s), who may be one of the ruling emperors, in which case the language δεσπότου ἡμῶν Φλαυίου …. τοῦ αἰωνίου αὐγούστου Αὐτοκράτορος ([in the reign of] our master Flavius …. the eternal Augustus and Imperator) is used, or may be one or both of the two non-ruling consuls, in which case the consul(s) are generally identified as λαμπρότατος (the most illustrious), or later ἐνδοξότατος (the most esteemed).[194] The second variation, μετὰ τὴν ὑπατείαν, was used when the notaries were not yet aware of the identity of the current consuls, who generally changed annually, and so identified the year by identifying the last known consul(s).[195]

The third principal variation was in use after 537 when Justinian I required the use of the regnal year for legal documents. All of these clauses are found at the beginning of the document. Justinian I also directed that he be described as θειότατος καὶ εὐσεβέστατος (most godly and pious) at about the same time that he required the use of

[193] N. Jus. 47.
[194] See BGU XII 2180 (504) and P. Lond. V 1718 (556).
[195] Bagnall (2009), p. 183.

regnal dating. An interesting lag occurred with regard to Justinian I's dating edict. Although there is evidence that this change was intermittently used in Egypt commencing in 539,[196] and was in use in Constantinople by 541,[197] it was not consistently picked up in Egypt until the late 560s. Consular dating without regnal dating continued to be used in Antaiopolis through 553,[198] in Hermopolis through 559,[199] in Oxyrhynchus to 565[200] and in Thebes through 556.[201]

The pattern of adoption appears to indicate a difference between notaries and unofficial scribes. There are nine debt acknowledgements from the Hermopolite nome with extant dating clauses between 539 and 559.[202] Only three contain a regnal clause.[203] One of those without the regnal clause refers to a current consul.[204] The others that lack the regnal clause use the μετὰ τὴν ὑπατείαν (after the consulship) clause and refer to a past consul. None of these nine documents retains the notarial clause identifying the drafter; however, four of them were drafted at the monastery of Apa Apollo, probably by a member of the clergy and not a professional notary.[205] The others that lack the regnal clause may also have involved a non-professional notary. The three documents that contain the regnal clause involve senior officials or an urban church in Hermopolis. In comparison, Oxyrhynchus and Aphrodito appear to have more consistently used the regnal clause by the 550s.[206] The difference between the speed with which Oxyrhynchus

[196] See for example, P. Harr. II 238 (539), using the regnal clause.
[197] P. Cair. Masp II 67126 (541).
[198] SB III 7201 (553).
[199] P. Lond. V 1766 (559).
[200] PSI XIV 1427 (565).
[201] P. Lond. V 1718 (556).
[202] SB XXIV 16284 (533), P. Athen. Xyla 8 (539), P. Athen. Xyla 5 (539), P. Athen. Xyla 4 (541), P. Athen. Xyla 10 (543), P. Lond. III 1319 (544), SB VI 9284 (553), P. Herm 65 (553/4) and P. Lond. V 1766 (559).
[203] SB XXIV 16284 (533), SB VI 9284 (553) and P. Herm 65 (553/4).
[204] P. Athen. Xyla 5.
[205] P. Athen. Xyla 8, P. Athen. Xyla 5, P. Athen. Xyla 4, P. Athen. Xyla 10.
[206] See for example, P. Oxy. LXXVII 5122 (552), P. Oxy. XVI 1970 (554), P. Oxy. XVI 1972 (554) and P. Oxy. LXIII 4398 (553) from Oxyrhynchus; and P. Cair. Masp. 67127 (544) from Aphrodito. A significant exception is PSI XIV 1427 (565 – Oxyrhynchus), which contains consular but not regnal dating. This document involves two city residents but the notarial clause is missing.

and Aphrodito appear to have adopted regnal dating versus Hermopolis may be the result of the documents that we have. Those from Oxyrhynchus largely involve senior officials, such as the Apion family and Eulogius, a former magistrate, or city residents. The document from Aphrodito came from the archive of Dioscorus of Aphrodito, a notary. These can be compared to the documents from Hermopolis, which often came from religious institutions, and may not have been written by notaries. The implementation date of Justinian I's edict cannot be accurately determined for Nessana because the documents written before the edict lack the dating clause, and the earliest documents with regnal dating are dated to 570, by which time regnal dating was widely adopted in the Greek long form debt acknowledgements.

In summary, the larger cities appear to have adopted regnal dating before more isolated areas. Non-professional scribes, such as those at religious institutions, appear to have been slower to adopt the change. As a result, it took over thirty years for this change to be generally adopted in Egypt. Even when regnal dating was in general use, scribes at religious institutions sometimes struggled to keep up. By way of example, a scribe at the Holy Church of the Martyr Victor in Arsinoe was still referring to Justin II in 579, a year after his death.[207] Worp noted in an article in 1993 that scribes made frequent errors in determining the reign of Heraclius.[208] Some of this, especially with regard to Heraclius, may be related to times of conflict, but there does appear to be a reduced ability by certain sectors to maintain currency with regnal changes.

Later emperors retained regnal dating but varied the adjectives with which they were described. For example, Justin II added the language μέγιστος εὐεργέτης (greatest benefactor), which was also used by Tiberius and Maurice.[209] Maurice also added the

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[207] P. Harrauer 54 (579).
[208] Klaas Worp, "Regnal Formulas of the Emperor Heraclius," *JJP* 23 (1993), pp. 217-232.
[209] P. Ness. 26 and 27 (570/571), P. Lond. V 1723 (577) and P. Oxy. VII 1042 (578) for Justin II. P. Laur. III 75 (574), P. Lond. V 1725 (580), P. Oxy. XVI 1892 (581), P. Iand. III 48 (582), and P. Oxy. LXXII

following language before the regnal dating clause: '† ἐν ὀνόματι τοῦ κυρίου καὶ δεσ(ότου) Ἰησοῦ Χριστοῦ τοῦ θεοῦ καὶ σωτῆρος ἡμῶν' (In the name of the lord and master Jesus Christ our God and savior), thus creating what I have referred to as the fourth principal variation.[210] This language was also used for Phocas, but he also developed several variations such as:[211]

> † ἐν ὀνόματι τῆς ἁγίας καὶ ὁμοουσίου τριάδ(ος) πατρὸς (καὶ) υἱοῦ καὶ ἁγίου πνεύμ]ατος καὶ τῆς δεσποίν(ης) ἡμῶν τῆς θεοτόκου καὶ πάντων τῶν ἁγίων
>
> In the name of the holy and consubstantial trinity, the father, son and holy spirit and our lady the Theotokos and all the saints[212] and
>
> † ἐν ὀνόματι τῆς ἁγίας καὶ ἐνδοξ(οτάτης) καὶ ζωοπ(οιοῦ) τριάδος πατρὸς καὶ υἱοῦ καὶ τοῦ ἁγίου πνεύματος καὶ τῆς ἐνδοξ(οτάτης) δεσποίνης ἡμῶν τῆς θεοτόκου καὶ ἀειπαρθέν[ου Μ]αρίας καὶ τοῦ [χοροῦ τῶν ἁγίων μαρτύρω]ν
>
> In the name of the holy and most esteemed and life-giving trinity, the father and son and holy spirit and our most esteemed lady the Theotokos and always virgin Mary and the chorus of the holy martyrs.[213]

Heraclius also kept the introductory language with its variations,[214] but was occasionally described as γαληνότατος (most serene) as well as the most godly and pious emperor.[215]

Two versions of the religious invocation, one referring to 'the name of the lord and master Jesus Christ, our God and Saviour,'[216] and the other referring to the 'name of the holy and life-giving and consubstantial trinity, the father, son and holy spirit' were

4922 (582) for Tiberius. P. Oxy. LVIII 3938 (591), P. Warr. 10 (591/2), and P. Oxy. LXVI 4535 (600) for Maurice.

[210] P. Oxy. LVIII 3938 (591), BGU I 295 (591), P. Flor. III 300 (597), P. Koeln III 158 (599), P. Oxy. LXVI 4535 (600), BGU XII 2206 (591-602), BGU II 395 (600), P. Grenf. II 87 and 88 (602).

[211] P. Bodl. I 41 (604).

[212] P. Horak 27 (603/4), BGU II 365 (603) and SB XIV 12195(608). The variation with the Holy Trinity was introduced by Phocas and then was used only in Upper Egypt after the accession of Heraclius. Roger Bagnall and Klaas Worp, "Dating the Coptic Legal Documents from Aphrodito," *ZPE* 148 (2004b), pp. 247-252 at p. 248, note 9.

[213] P. Ness. 46 (605).

[214] See P. Dub. 28 (611/2) – In the name of the lord and benevolent Jesus Christ, our God and Saviour; and CPR IX 35 (613) – In the name of the holy and life-giving and consubstantial trinity, the father, son and holy spirit.

[215] See P. Lond. V 1736 (611), P. Lond. V 1737 (613), CPR IX 35 (613) and P. Amh. II 151 (610-619/ 629-641). Worp (1993) noted that the epithet γαληνότατος is only found in documents from Upper Egypt.

[216] See for example, P. Naqlan II 22 (623), SB I 4664 (620 or 650 or 665), PSI I 63 (624), P. Lond. I 113 (635 or 620), SB I 4703 (VII).

commonly used in Greek debt acknowledgements in the seventh century.[217] This last principal variation, which contains the introductory statement and indiction dating but no regnal or consulate dating, is generally deemed to have been used during the Persian invasion (618-628 in Egypt) and after the Arab conquest (post-642 in Egypt).[218] Bagnall and Worp have strongly argued that when Egypt was held by the Persians and Arabs, and was not under the control of the Byzantine emperor, the notaries did not use regnal dating. There were, by this time, no consuls separate from the emperors, so consular dating was not available. As a result, the notaries were left with indiction dating plus the religious invocation, which makes it difficult for modern historians to date the documents with any degree of accuracy. Although this is consistent with the practice observed in the long form debt acknowledgements, the short form debt acknowledgements, which are discussed at the end of this chapter, used neither regnal nor consular dating, but can be securely dated in many cases to the last half of the sixth century because of the archive to which they belong. Thus, while it is not true that all notarial documents used regnal and consular dating, most of them did; and the absence of the regnal dating clause is significant. The short form documents, however, never used this dating protocol, and therefore cannot be assumed to be a Persian or post-Arab conquest document.

B.2 Identity of the Parties

Following the dating clause of a debt acknowledgement, the person(s) owing the debt, identified in either the nominative or genitive (from whom) case, write(s) to the person or persons to whom the debt is owed, normally in the dative case, acknowledging the debt. Both parties are usually identified not only by name, but also by any honorific titles including their nomina,[219] the name of their father and perhaps their mother, their

[217] See for example, P. Edfou I 4 (627) and P. Flor. I 70 (627 or 642 – using a somewhat different order).
[218] Bagnall and Worp (2004b), p. 53.
[219] James Keenan, "The Names Flavius and Aurelius as Status Designations in Later Roman Egypt," *ZPE* 11 (1973), pp. 33-63, and 12 (1974), pp. 283-304.

occupation and residence. After Caracalla (whose full name was Marcus Aurelius Severus Antoninus Augustus) granted citizenship to most inhabitants of the Roman Empire in 212, most people took his nomen Aurelius as part of their name. Individuals who had a military position or certain government positions could use the nomen Flavius, which represented a higher status. This practice continued in Egypt until Arab conquest. For example, the party identification clause in a loan written in 497 states:

> Αὐρήλιος Θέων Πινο[υ]τί[ον]ος, μητρ[ὸ]ς Θέκλα[ς], κώμαρχος [κ]ώμης Μαγδώλων Β[ου]κόλων τοῦ Ἑρμοπολίτου νομοῦ Αὐρηλίῳ [Β]ίκτορι τῷ θαυμασιωτάτῳ β[ο]ηθῷ ἀπὸ τῆς Ἀντινοέων πόλεως τῆς λα[μ]πρ(οτάτης).

> Aurelius Theon son of Pinoutin whose mother is Thekla, comarch of the village of Magdola Boucolon in the Hermopolite nome, to Aurelius Victor the most admirable *adjutor* from Antinoe the most illustrious.[220]

The debtor used the nomen Aurelius. His name was given as was the name of his father and mother, and his occupation (comarch of a village) and residence. He addressed himself to Aurelius Victor, who was also identified by title and residence. Another loan, from 569, provides that:

> ʻΑὐρή[λ]ιος Κόλλουθος Λιλοῦτος, ἐκ μ[η]τ[ρ]ὸς Μαρίας, λαχ[αν]οπώλης, ὁρμώμενος ἀπ\ὸ/ τῆς λαμπρᾶς καὶ μεγάλης Ἑρμουπόλεως, Αὐρηλίῳ Κολλούθῳ υἱῷ Γεωργίου, χοιρομαγείρῳ, ἀπ\ὸ/ ταύτης τῆς Ἀντινοέων πόλε(ως), χαίρειν

> Aurelius Kollouthos son of Lilous whose mother is Mary, greengrocer, residing in the illustrious and great Hermopolis, to Aurelius Kollouthos son of George, swine butcher from Antinoopolis, greetings.[221]

The same general format is used in all of the long form debt acknowledgements. It continued to be used through the end of the seventh century, although the use of the nomen Aurelius largely ceased after the Arab conquest in 642. The use of the more honorific nomen Flavius did not cease until somewhat later.

The people making and accepting the debt acknowledgements range from provincial dignitaries such as prefects, dukes, counts, staff members of provincial offices,

[220] SB V 7758 (497).
[221] P. Cair. Masp. II 67164 (569).

village heads, local council members, attorneys, grain measurers, coin weighers, large landowners and military officials to more middling people such as stablemen, river men, parchment makers, flax makers, dyers, monks,[222] carpenters, maid servants, vinedressers and farmers. A whole range of people are represented. In the Greek papyri, there are almost twice as many cases in which the creditor has a higher status than the debtor than cases with equivalent status, and there are very few cases in which the borrower has a higher status. This is by no means a new discovery. In 1974, James Keenan discussed the fact that in loans and leases, the Flavii tend to be the creditors and lessors, and the less honorific Aurelii tended to be the debtors and lessees, although exceptions exist.[223]

One may reasonably ask whether it would not make sense that the creditor is almost always of an equal or higher status than the debtor because they would have more money. The Flavii, for example, have an occupation (military or government) that provided money, and would therefore be in a position to lend money. However, the majority of the debts were in relatively small amounts and there were high numbers of middling people (Aurelii or tradesmen) making loans in these amounts. For example, we have plain Aurelii making loans of 5 solidi[224] and 10 solidi.[225] We have Flavii taking loans in the amounts of 1 solidus less 2 carats,[226] 1 solidus less 6 carats,[227] 3 ½ solidi,[228] and 5 solidi.[229] In theory, a Flavius could take a loan from an Aurelius in many cases.

But there are other factors at work here, some apparent from the papyri and others from contemporaneous literature. Nineteen of the debt acknowledgements are advances of money against future labour. These are cases in which one would expect the lender to

[222] For a discussion of monks and their usurious loans, see Markiewicz (2008), pp. 178-204; Amin Benaissa, “A Usurious Monk from the Apa Apollo Monastery in Bawit,” *CdE* 85 (2010), pp. 374-381.
[223] Keenan (1973 and 1974).
[224] PSI XIII 1340 (420).
[225] P. Oxy. VIII 1130 (484).
[226] P. Grenf. II 89 (510 or 525).
[227] P. Mich. XI 607 (569).
[228] P. Oxy. LXXII 4907 (422).
[229] SPP XX 122 (439).

be of higher status because he is the landlord or employer; but they constitute only a small portion of the total debts, so there must be other factors at play. The patronage system was one such factor. The Greco-Roman culture encouraged patrons to provide gifts and loans and other favours to their clients in return for political and other support. Modern practices suggest that there are both advantages and disadvantages to patronage.[230] The patron's support can be both very valuable and more flexible than other sources; but taking a loan from a patron also sets in motion a requirement to provide services, gifts and political support. A third factor was the embarrassment of taking a loan from a social inferior in a world in which everyone knew their neighbours' business. In contrast, taking a loan from a social superior can mean that the recipient is considered trustworthy by the superior, thereby enhancing his status. A fourth factor was the prevailing social pressure on the wealthy to be generous. Many examples of this pressure are found in the sermons of the church fathers. As John Chrysostom (349-407) said in Homily 56 on St. Matthew, to be obedient to God, the wealthy must tear up unjust contracts, release their debtors from debt and take care of the poor without demanding profit.[231] With this in mind, a lower status individual might want to take a loan from a higher status individual so that if he fell into trouble, he could throw himself on the mercy of his creditor. A debtor in the Oxyrhynchite nome, for example, appealed to his landlord to release him from a debt on the grounds of his and his forefathers' long-term support to the creditor.[232]

A last, but not insubstantial factor, is the creditor's calculation concerning from whom he could enforce the debt. While a debtor might be more inclined to default on the debt owed to one who could not easily enforce it, a creditor would also be calculating the

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[230] Guérin, Roesch, Venkatasubramanian and d'Espallier (2012). See also Hanna Palska, "Between Gratitude and Humiliation, Incurring Debts and Receiving Gifts as part of the Life-Strategy of the Poor," *East Central Europe/FCE*, vol. 27/2 (2000), pp. 37-52.

[231] John Chrysostom, *The Homilies on the Gospel of Matthew*, vol. II and III, trans. John Parker (Oxford, 1843 and 1851), Sermon 56.8, p. 767.

[232] P. Oxy. I 130 (548/9?).

odds of enforcement. It was much easier socially to enforce a debt against a lower status individual, who could not command as many social tools of debt evasion (lawyers, mediation by friends, and so forth), as could one of higher social status.

Women participated in both extending and taking debt, although never at the same levels as men. The following table illustrates the percentage of women extending and taking debt in Byzantine Egypt. About fifty percent of the women who took debt were wives whose husbands were co-debtors.

Table 4: Women's Participation in Greek Debts

% Women making loans	% Women taking loans	Time Period
13.6%	14.8%	400-449
8.3%	10.8%	450-499
12.8%	6.8%	500-549
15.5%	10%	550-599
12.5%	15.6%	600-649
0% (of a small sample)	0% (of a small sample)	650-700

Based on these figures, women always participated in the loan markets, with the possible exception of the late seventh century, but in smaller numbers than men. Except during the sixth century, women were more often debtors than creditors, but the percentage difference is small. Women both made and took loans from both men and women. They did not participate in the largest loans, but their loans were not always small. The majority of were between one and four solidi, with one loan of fifteen solidi.

B.3 Acknowledgement of Receipt

After the dating and identification clauses, there is generally an acknowledgement of receipt of principal clause. These clauses do not generally appear in documents that result from debts such as the provision of bad wine or damage to property, but they appear in most of the other documents. An example of the clause is as follows:

> ὁμ̣ολογοῦμεν ἐξ ἀλληλεγγύης ἐσχηκέναι παρὰ σοῦ ἐν χρήσει διὰ χ̣ε̣ιρὸς
> ἐξ οἴκου σοῦ εἰς ἰδίαν ἡμῶν καὶ ἀναγκαίαν χρείαν χρυσοῦ ἁπλοῦν
> δόκιμον εὔσταθμον νομισμάτιον ἕν, γί(νεται) χρ(υσοῦ) νο(μισμάτιον)

α κεφαλαίου…

> We acknowledge that we have received from you on mutual security, by hand from your house, on loan for our personal and pressing need one unalloyed approved solidus of gold, of full weight, total 1 solidus of gold, principal…[233]

Because there is more than one borrower in the example above, the clause begins with the word ὁμολογοῦμεν (we acknowledge), followed, as it is generally is for multiple borrowers, with the words ἐξ ἀλληλεγγύης (on mutual security or jointly and severally). Then there are one or two verbs indicating that the debtor has received what he or she has obtained and owes its return or the return of its equivalent in money. There are six words in Greek that are generally used for this purpose. The most common is the verb ἔχω (to have). It can be used in several tenses, including the present and perfect infinitives (ἔχειν and ἐσχηκέναι). The verb δανείζω (to lend), generally used in the perfect passive infinitive (δεδανεῖσθαι), is sometimes used with ἐσχηκέναι. Other verbs that are used, albeit less frequently, include ὀφείλω (to owe); χρεωστῶ (to owe); δέχομαι (to receive, take) generally in the perfect infinitive (δεδέχθαι); and λαμβάνω (to take), often in the perfect passive infinitive (εἰληφέναι).

Notarial and geographic preference appears to drive the decision of what verbs to use, although there is evidence of a consolidation among preferred wording. For example, the use of the phrase ὁμολογῶ ἐσχηκέναι παρὰ σοῦ (I acknowledge that I have received from you) is by far the most preferred clause in Oxyrhynchus. Of the forty-nine Oxyrhynchus loans with generally complete receipt clauses, thirty-six use the above described clause. The next most popular clause is ὁμολογῶ ὀφείλειν … καὶ χρεωστεῖν (I acknowledge that I have borrowed and owe), with seven attested usages. This clause often appears to be used for debts other than cash loans, for example, debts for dye or

[233] P. Oxy. L 3599 (460), translation by the editor.

wine.[234] Furthermore, the preference for the clause ὁμολογῶ ἐσχηκέναι παρὰ σοῦ increased during the fifth and sixth centuries, breaking down in the seventh. The following table shows the percentage of debt acknowledgements containing a receipt clause using ὁμολογῶ ἐσχηκέναι παρὰ σοῦ from the four major nomes.

Table 5: Percentage of Greek Debt Acknowledgements using the most common Receipt Phrase

Nome	400-449	450-499	500-549	550-599	600-640	650-700
Oxyrhynchite	66.6%	81%	80%	88%[235]	60%	100%[236]
Arsinoite	0%	75%	55.5%[237]	75%	88.8%[238]	20%
Hermopolite	0%	60%	43.7%[239]	50%[240]	80%[241]	0%
Herakleopolite	33.3%	100%[242]	33.3%	100%	100%[243]	33%

Other geographic areas do not show the same consistency as Oxyrhynchus. Hermopolis, for example, uses a variety of verbs. Of the thirty-nine Hermopolis debt acknowledgements with largely complete receipt clauses, thirteen use a combination of the verbs ὁμολογῶ ἐσχηκέναι and δεδανεῖσθαι,[244] nine use a combination of ὁμολογῶ ὀφείλειν and χρεωστεῖν,[245] seven use ἔχω (without ὁμολογῶ) or ἔχειν (with ὁμολογῶ),[246]

[234] P. Oxy. LXVIII 4690 (442 – promise to repay guarantor), P. Oxy. VI 914 (486 – debt for dyes), P. David 10 (522/3 – debt for wine), P. Oxy. LVIII 3938 (591 – unclear basis for debt), P. Oxy. LXVI 4535 (600 – debt for past taxes), and P. Oxy. LXXII 4930 (614 – unclear basis for debt).
[235] Two of these also use both ἐσχηκέναι and δεδανεῖσθαι (P. Laur. III 75 (574) and P. Warr. 10 (591/2)).
[236] This is a single debt acknowledgement.
[237] Three of these also include either δεδανεῖσθαι (SB XVI 12472 (525/6) and SPP XX 139 (531)) or δεδέχθαι (SB VIII 9772 (VI))
[238] One of these (SB VI 9459 (580-620)) also uses δεδέχθαι.
[239] All of these use both ἐσχηκέναι and δεδανεῖσθαι, with one exception (SB XXIV 16284 (533)) which uses ἐσχηκέναι and δεδέχθαι.
[240] All three of these documents use ἐσχηκέναι with another verb as well, either δεδανεῖσθαι (P. Flor. III 300 (597)), δεδέχθαι (P. Lond. III 1037 (VI)), or ἀποδεχθῆναι (SB VI 9284 (553)).
[241] All of these use both ἐσχηκέναι and δεδανεῖσθαι, with one exception (P. Flor. I 70 (627/642)) which uses ἐσχηκέναι and δεδέχθαι.
[242] P. Rain. Cent. 110 (490) – uses both ἐσχηκέναι and ἔχειν.
[243] One of these uses both ἐσχηκέναι and χρεωστεῖν (P. Dub. 28 (611/2)).
[244] CPR XIX 5 (452), CPR VII 40 (492), BGU XIX 2836 (end V - reconstructed), Leiden inv. RMO 1976/4.36.1 (V-VI), P. Amst. I 45 (501), BGU XII 2180 (504 - reconstructed), P. Athen. Xyla 5 (539), P. Athen. Xyla 4 (541), P. Athen. Xyla 10 (543), P. Lond. III 1319 (544), P. CtYBR inv. 1747 (566/7), P. Flor. III 300 (597), BGU XII 2206 (591-602).
[245] BGU XII 2185 (512), P. Jena II 17 (515), CPR XIX 10 (522), P. Koeln III 153 (524), P. Lond. V 1772 (VI), P. Ant. II 104 (VI - reconstucted), P. Herm. 65 (553/4), P. Lond. V 1766 (559), P. Amh. II 151 (610-19/629-41). Several of these involve past due debts.
[246] BGU XII 2140 (432), P. Rain. Cent. 110 (490), CPR VII 41 (after 513), BGU XII 2197 (537/8), P. Athen. Xyla 18 (547/8 with ὀφείλω), P. Koeln III 154 (VI with χρεωστεῖν), SB XXVI 16345 (VI-VII with χρεωστοῦμ(εν)).

six use a combination of ὁμολογῶ ἐσχηκέναι and δεδέχθαι,[247] and the remaining two use either ὁμολογῶ κατεσχηκέναι καὶ δεδανεῖσθαι παρά σοῦ (I acknowledge that I have received and borrowed from you),[248] or ὁμολογῶ ἐσχηκέναι καὶ ἀποδεχθῆναι (I acknowledge that I have received and been supplied).[249] Similarly, of the six Nessana loans with complete receipt clauses, one uses the clause ὁμολογῶ ἔχειν καὶ ὀφείλειν (I acknowledge that I have from you and owe you),[250] two use the clause with ὁμολογῶ ἀναδεδέχθαι καὶ ἔχειν καὶ ὀφείλειν (I acknowledge that I have received and have from you and owe you),[251] one uses the clause ὁμολογῶ ἔχειν καὶ ἀναδεδέχθη (I acknowledge that I have have and have received from you),[252] and two use clauses with aorist tenses of ἔχω: ἔσχων ἐγὼ … παρὰ σοῦ (having from you) or ἔσχον ἐγὼ … παρὰ σοῦ (I have from you).[253] In summary, although the sense is the same in these clauses, there are geographical differences in the exact words that are used for the receipt clause. There appears to be standardization around the phrase ὁμολογῶ ἐσχηκέναι παρὰ σοῦ by the middle of the sixth century, but this breaks down by the middle of the seventh century.

In addition to the acknowledgement of the receipt of money or property itself, the receipt clauses normally contain other terms. The following table reflects the principal receipt terms for Greek debt acknowledgements.

Table 6: Principal Receipt Terms – Greek Debt Acknowledgements

Words and Phrases	Frequency	Period Used	Geographical Preference	Examples (not a complete list)
εἰς ἰδίαν μου καὶ ἀναγκαίαν χρείαν (for my own and pressing need)	110	416-VII	Nessana, Constantinople, and Alexandria,	SPP XX 90, P. Oxy. LXXII 4903, P. Oxy. LXXII 4904, PSI XIII 1340, SPP XX 114, P. Ant. II 102, SPP XX 123r, SB XX 14425, SB I 4501, P. Rain. Cent. 110, CPR

[247] SB V 7758 (497), SB XXIV 16284 (533 - reconstructed), P. Lond. III 1037 s.275f. (VI), P. Grenf. II 87 (602), P. Bodl. I 41 (604) and P. Flor. I 70 (627 or 642). All of these are advances except the first, which is debt to be repaid from farming one aroura for the creditor.
[248] BGU XII 2188 (526).
[249] SB VI 9284 (553 – also an advance). In the HErmopolite nome, the word δεδέχθαι is closely correlated with advances.
[250] P. Ness. 28 (after 472).
[251] P. Ness. 26 (570) and P. Ness. 27 (570/71).
[252] P. Ness. 46 (605); which the editor read as ‘ἀναδεδέχθαι.’
[253] P. Ness. 44 (598), P. Ness. 55 (682?).

Words and Phrases	Frequency	Period Used	Geographical Preference	Examples (not a complete list)
			Arsinoite, Hermopolis, Kellis, Oxyrhynchus, Herakleopolis, Antaiopolis, Apollonopolis, Antinoopolis, and Syene	VII 40, P. Oxy. XVI 1891, SB V 7758, P. Oxy. XIX 2237, P. Oxy. LXIII 4395, BGU XIX 2836, SB 1 4785, Leiden inv. RMO 1976/4.36.1, P. Mich. XIII 670 – using ε̣ἰ̣[ς ἐ]μῆς χρείας, P. Michael 44, BGU XII 2188, P. Cair. Masp. II 67126, P. Athen. Xyla 4, CPR XIX 39, P. Athen. Xyla 10, P. Lond. III 1319, BGU III 736, P. Athen. Xyla 18, P. Stras.VII 659 – using εἰς ἰδίαν μου χρείαν, CPR XIV 7 - using εἰς ἰδίαν μου χρείαν, SB I 4498 - using εἰς ἰδίαν μου χρείαν, SB XII 10810 – using εἰς ἀναγκέαν χρίαν[254], P. Kramer 13, P. Oxy. LXXVII 5122, P. Oxy. LXXI 4835, P. Lond. V 1723, P. Flor. III 300 – using εἰς ἐμὴν ἀναγκαίαν καὶ ἀπαραίτ[ητον] χρείαν, P. Koeln III 158, BGU XII 2206, BGU II 363 – using εἰς ἰδίαν ἡμῶν χρίαν, P. Ness. 46, P. Horak 27, BGU II 365– using εἰς ἰδίαν μου χρείαν, SB I 5285, P. Lond. V 1736, P. Lond. V 1737, P. Edfou I 3, BGU III 725 – using εἰς ἰδίαν ἡμῶν χρείαν, P. Naqlan II 22, P. Lond. I 113 – using εἰς ἰδίαν ἡμῶν χρείαν, P. Michael 35, SB VIII 9771 – using εἰς ἰδίαν μου χρείαν, and P. Herm. 64
διὰ χειρὸς ἐξ οἴκου σου (from your hand and house)[255]	38	417-597	Hermopolis, Herakleopolis, Oxyrhynchus, and Antinoopolis	P. Haun. III 56, P. Oxy. LXXII 4903, P. Oxy. LXXII 4904, P. Koeln II 102, PSI XIII 1340, P. Leid. Inst. 66, P. Oxy. LXXI 4831, P. Koeln II 103 (restored), P. Ant. II 102 (restored), P. Oxy. VIII 1130, P. Oxy. XVI 1969, CPR VII 40, P. Oxy. XVI 1891, P. Oxy. XIX 2237, P. Amst. I 45, PSI VIII 964, P. Oxy. LXXII 4921, BGU XII 2188, SB X 10524, P. Athen. Xyla 4, CPR XIX 39, P. Athen. Xyla 10, P. Lond. III 1319, P. Erl. 67, P. Warr. 10 (restored), P. Flor. III 300
διὰ χειρὸς (from your hand)	20	444-641	Primarily the Arsinoite,[256] Herakleopolis Oxyrhynchite,	P. Harr. I 86, P. Amh. II 148, CPR XIV 7, BGU II 363, P. Grenf. II 88, P. Oxy. LXIII 4395, BGU II 365, BGU III 725, SB I 4703 and SB XX 15092

[254] Used with this spelling.

[255] This clause generally has the connotation of a direct cash payment. Johannes Triantaphyllopoulos, "Zu Corpus Papyrorum Raineri XIV, Griechiste Texte X," *Tyche* 5 (1980), pp. 177-178, opined that the initial section of the clause, διὰ χειρος, served the purpose of establishing that the exchange of cash or property had taken place, and the subsequent section, ἐξ οἴκου σου, was intended as a guarantee that the cash or property belonged to the lender and would not be seized by anyone else claiming ownership. He dismissed the earlier suggestion by von Groningen that the subsequent section was designed to indicate that the lender provided cash from his store-box as opposed to clearing by a bank. Two of the few extant loans by bankers (P. Oxy. XVI 1970 (554) and P. Vind. Sijp. 13 (372)) contain the phrase ἐξ οἴκου and thus would support the position of Professor Triantaphyllopoulos. His view appears to be generally accepted by the majority of papyri editors. Cf. Martin David and Bernhard von Groningen, *Papyrological Primer* (Leiden, 1982), p. 84.

[256] All but four of these clauses are from the Arsinoite nome. Those four are from Oxyrhynchus (P. Harr. I 86 (444) – although this is a restoration); Alexandria (P. Oxy. LXIII 4395 (499)); Hermopolis (BGU XII 2180 (504) – although this area of the papyrus is missing and could have contained the full clause; and Herakleopolite (SB XX 15092 (VII – probably after 641).

Words and Phrases	Frequency	Period Used	Geographical Preference	Examples (not a complete list)
			Alexandria	
διὰ χειρὸς ὑμῶν εἰς χεῖρας μου (from your hand into mine)	12	541-630	Constantinople, Hermopolis, Antinoopolis, Oxyrhynchus, Herakleopolis	P. Cair. Masp. II 67126, P. Athen. Xyla 17, P. Cair. Masp. II 67162, P. Cair. Masp. II 67309, P. Mich. XI 607, P. Coll. Youtie 92, P. Cair. Masp. II 67163, P. Oxy. LXXI 4835, P. Koeln III 158, P. Horak 27, P. Dub. 28 – using δ[ιὰ χειρ]ὸ̣ς ἡμῶν, BGU I 314
εἰς ἔκτισιν καὶ ἀπόδοσιν (in recompense and full payment)[257]	6	Early to mid-VI	Hermopolis, Syene, Thebes	SB XVI 12786, P. Koeln III 154, P. Brook 10, P. Lond. V 1718, P. Lond. V 1721
χρῆσιν or ἐν χρήσει (in loan)[258]	29	V-VII	Principally Oxyrhynchite, but also Hermopolis, Arsinoite, Herakleopolis	P. Oxy. LXXII 4903, PSI XIII 1340, P. Leid. Inst. 66, P. Oxy. LXXI 4831, P. Koeln II 103, P. Harr. I 86, P. Wash. Univ. 23, P. Oxy. XVI 1970, PSI XIV 1427, P. Wisc. I 10, P. Oxy. XVI 1891, P. Oxy. XIX 2237, P. Oxy. LXXII 4921, P. Oxy. LXXVII 5122, P. Oxy. VII 1042, P. Oxy. XVI 1892, P. Ant. II 103, PSI I 63, BGU I 314
λόγῳ προχρείας (on account of an advance)[259]	19	IV-VII	Oxyrhynchus, Hermopolis, Antaiopolis, Arsinoe	P. Alex. 34, P. Mich. XV 728, P. Koeln II 102, P. Rein. II 105, P. Oxy. XVI 1975, P. Mil. II 56, P. Grenf. I 59, SB XXIV 16284, P. Prag. I 34, P. Lond. III 1037 (S. 275 f.), P. Amh. II 149, SB VI 9284, P. Iand. III 48, P. Iand. III 44, BGU I 295, P. Grenf. II 87, P. Bodl. I 41, P. Flor. I 70 and SB VI 9459
καθαρῶς καὶ ἀποκρότως (clearly and without dispute)[260]	10	Mid-VI-VII	Antaiopolis, Antinoopolis, Oxyrhynchus, Hermopolis, Herakleopolis, Apollonopolis, Arsinoe	SB XII 10810, SB III 7201 - using ἐν καθαρῷ καὶ ἀναμφιλόγῳ, purely and without dispute, P. Cair. Masp. II 67165, P. Cair. Masp. II 67164, P. Oxy. LXVI 4535, P. Oxy. LXXII 4930, P. Amh. 151, P. Edfou I 2, P. Koeln VII 322 -using ἐν καθαρῷ καὶ ἀναμφιλόγῳ, and P. Ross Georg. III 53

[257] This clause is used after the phrase ὁμολογῶ ἔχειν καὶ χρεωστεῖν σοι (I acknowledge that I have and have borrowed from you). These loans, with the exception of two with incomplete terms, contain interest provisions. The clause seems to clarify that the provision of money is a loan, to be repaid, probably with interest.
[258] The majority of these came from Oxyrhynchus where it often formed part of larger clause ὁμολογοῦμεν ἐξ ἀλληλεγγύης ἐσχηκέναι παρὰ σοῦ ἐν χρήσει διὰ χειρὸς ἐξ οἴκου σου εἰς ἰδίαν ἡμῶν καὶ ἀναγκαίαν χρείαν (we jointly acknowledge having received from you in loan from your hand and house for our own and pressing need). The clause seems to clarify that a loan rather than a gift is intended. Because the clause appears both in debts with interest, such as P. Harr. I 86 (444), and debts with no interest, such as P. Oxy. L 3599 (460), it does not appear to be related to a requirement to pay interest.
[259] A wage advance is a document in which the debtor acknowledges receipt of money and promises to work for the creditor. These documents have a format very similar to the loan except that they do not use words specifically related to a loan (such as ἐν χρήσει), payment is generally due on creditor demand, and there is no stated interest. The specific labour is often described. See Chapter Five for more discussion.
[260] This clause usually follows the words ὁμολογῶ ὀφείλειν και χρεωστεῖν and is very popular in later Coptic debt acknowledgements.

Words and Phrases	Frequency	Period Used	Geographical Preference	Examples (not a complete list)
κεφάλαιον, or principal[261]	79	IV-630	Hermopolite, Herakleopolis, Oxyrhynchus, Antinoopolis, Arsinoite, Alexandria, Apollonopolite Heptakomias, Aphrodito, Syene and Nessana	P. Oxy. LXXII 4904(but with earlier usage in the fourth century, see e.g., P. Kell. I 42, P. Kell. I 42, P. Kell. I 43, P. Kell. I 44), BGU XII 2140, SB XX 14643, CPR VII 40, SB V 7758, BGU XIX 2836, P. Amst. I 45, BGU XII 2180, BGU XII 2185, BGU XII 2188, SB XXIV 16284, P. Athen. Xyla 4, P. Athen. Xyla 18, P. Athen. Xyla 17, P. Koeln III 154, P. Lond. V 1766, BGU XII 2201, P. Flor. III 300, BGU XII 2206, SPP XX 123r, P. Horak 27, BGU I 314, PSI XIII 1340, P. Oxy. LXXVIII 5122, P. Ant. II 102, SB X 10524, P. Mich. XIII 670, P. Michael 44, P. Hamb. III 233, P. PalauRib. 20, P. Lond. V 1721, P. Ness. 28, BGU I 314

In addition to the receipt wording and terms described in the previous chart, receipt clauses also contain a description of what was owed. The debt acknowledgements break into four categories with regard to what was owed. There are:

1) loans of money to be repaid in money;
2) loans of produce or items, which will be repaid in kind (for example, a loan of wheat that will be repaid in wheat);
3) loans of money which will be repaid in produce, for the principal, for the interest only, or both (for example, there are loans of money, which will be repaid entirely in grain, and loans of money, the principal of which will be repaid with money but the interest will be repaid in produce such as grain);
4) debts for past-due rent, previous purchases of supplies such as dyes, advances on wages, or damage to property, which may be repaid in money, in produce or in work.

[261] The word κεφάλαιον (principal), generally written in the genitive κεφαλαίου, appears to be used in three circumstances: (1) when there is interest applied to the borrowed sum, (2) when the document is a wage advance and there is no interest to be applied, (3) when the document is a short-term loan and there is no interest to be applied. An example of the first category is SB VIII 9771, in which a woman, whose name is largely lost, borrowed a solidus less seven and three-quarters carats from a local official at an interest of one-fourth carat per month or 12.5 per cent per year. The second category is wage advances. Nine of the nineteen wage advances describe the amount borrowed as κεφάλαιον. Of the remaining nine advances, four lack the receipt clause that would have contained this word (P. Alex. 34, P. Rein. II 105, BGU I 295, P. Iand. III 44), and the remainder do not use the word. None of these documents provide for interest. The third category is short term loans, which often provide for no interest. An example of a short-term loan using the word is P. Cair. Masp. II 67162 (568) in which two solidi are loaned for a period of two months without interest. Another example is P. Koeln III 158 (599) in which two solidi are loaned, one to be repaid in ten months and the other in eleven months. In both cases, there is no interest although the word κεφάλαιον is used and the period of the loan is very short. Conversely, the word κεφάλαιον is not used when there is interest loaded into the loaned amount, for example, when an amount of grain is specified that included a portion for advance interest, nor is it used in Greek short form debt acknowledgements (see Chapter II, Subchapter C *infra*).

Of the 239 debt acknowledgements with extant descriptions of the item(s) owed, by far the majority requirement repayment in money. There are only a handful of which involve loans of produce to be repaid in produce,[262] or loans of money to be repaid in partially or wholly in produce.[263] The majority of these involve wheat, barley, seed or oil. The grain and seeds are always measured in artabas. The rest of the documents concern money; and after 417, all involve gold solidi, or its constituent parts such as the carat (1/24th of a solidus), semissis (half solidus) or tremissis (third of a solidus). Interest is occasionally reflected in talents or myriads,[264] but the principal is described in solidi or its parts.

As mentioned earlier, gold solidi were not debased from their assigned weight of 72 to the Roman pound. Even when Justinian I and his successors issued light weight solidi, they were clearly marked. Because of the tendency of gold coins to lose weight over time, however, various methods of describing a good or full weight coin were developed. The following table illustrates the particular words used, and when they were used.

Table 7: Gold Coin Descriptions – Greek Debt Acknowledgements

Gold Coin Descriptions	Period Used	Geographical preference	Examples
δόκιμος ἁπλόος (pure approved)	376-417	Herakleopolis, Oxyrhynchus	BGU III 941, SPP XX 110, SPP XX 90, P. Oxy. LXXII 4903, P. Mil. II 56
δόκιμος (approved, genuine)	382-557	Kellis, Syene	P. Kell. I 45, P. Lond. V 1718, P. Lond. V 1721
δόκιμος εὔσταθμος (approved, of good weight)	391-VI	Oxyrhynchus. Arsinoe	P. Oxy. LXXII 4897, BGU III 751, PSI XIII 1340, P. Koeln III 154
ἁπλόος δεσποτικός δόκιμος εὔσταθμος (pure, imperial approved of good weight)	416-484	Oxyrhynchus, Alexandria, Kynopolis,	P. Koeln II 102, SPP XX 114, P, Koeln III 156, P. Rein. II 105, BGU XII

[262] SB V 7758 (497), P. Oxy. LXIII 4398 (553), SPP XX 261 (570), PSI VI 703 (480), P. Flor. III 260 (514), BGU XII 2197 (537/8), P. Oxy. LXIII 4398 (553), P. Prag. II 165 (VI).
[263] See, for example, BGU XII 2140 (432-loan of money with interest to be repaid in wheat), P. Wash. Univ. 23 (prob. 467 or 497 – loan of money with interest to be repaid in wheat), SB VIII 9772 (VI – interest to be repaid in wheat), Leiden inv. RMO 1976/4.36.1 (V-VI- loan of money to repaid in produce), P. Michael 35 (655/6. 670/1 – loan of money to be repaid in wheat), P. CtYBR inv. 368 (mid to late VII – loan of money to be repaid in wheat).
[264] See, for example, P. Koeln. III 151(423 – interest in myriads), P. Ant. II 102 (445 – interest in myriads), P. Stras. VII 620 (V – interest in myriads), SB VIII 9772 (VII – penaty for non payment of wheat in myriads), P. Lond. V 1718 (556 – interest in talents), P. Cair. Masp. III 67309 (569 – interest in talents), P. Mich. XI 607 (569 – interest in talents), P. Cair. Masp. II 67163 (569 – interest in talents), SB I 4498 (580-620 – interest in myriads), P. Naqlan II 21 (585 – interest in myriads).

Gold Coin Descriptions	Period Used	Geographical preference	Examples
		Hermopolis, Herakleopolis	2140, P. Rain. Cent. 95, PSI VIII 1130
δεσποτικός δόκιμος (imperial approved) with or without ἁπλόος	427-548/9	Unk., Hermopolite, Oxyrhynchus, Antaiopolite,	P. Leid. 66, SB XX 14425, CPR P. Oxy. XVI 1891, P. Oxy. XIX 2237, P. Oxy. LXIII 4393, BGU XIX 2936, P. Grenf. I 59, BGU XII 2180, P. Athen. Xyla 5, P. Athen. Xyla 17
δεσποτικός Ὀξυρυγχιτικ(οῦ) σταθμοῦ (imperial, of Oxyrhynchus weight)	444	Oxyrhynchus	P. Harr. I 86
ἁπλᾶ δεσποτικὰ δόκιμα ἀριθμῷ ἓξ ἰδιωτικῷ ζυγῷ (pure imperial approved using the private standard)	489	Oxyrhynchus	SB XIV 11601, P. Oxy. XIX 2237, SB XIV 11601
ἰδιωτικῷ ζυγῷ (private standard), sometimes with νομιτευόμενα (customary)[265]	526-624	Oxyrhynchite	PSI VIII 964, SB XVI 12472, P. Amh. II 149, P. Oxy. XVI 1970, PSI XIV 1427, P. Laur. III 75, P. Oxy. LXXVII 5124
εὔσταθμος δημωσίῳ ζυγῷ (good weight using the public standard)	V-VI	Oxyrhynchus	P. Oxy. XVI 1971
τῷ σῷ σταθμῷ (using your standard)	510/525	Apollonopolis Heptakomias	P. Grenf. II 89
τῷ δημοσίῳ ζυγῷ (using the public standard of the local city)	512-VI	Hermopolis, Antaiopolis, Antinoopolis	BGU XII 2185, P. Lond. III 1319, P. Koeln III 153, P. PalauRib. 20
τῷ ζυγῷ or σταθμῷ (using the standard of the local city or village)	522-627/642	Hermopolis, Arsinoe, Thebes, Antinoopolis, Nessana, Syene, Herakleopolis, Alexandria, Apollonopolis, Panopolite, Oxyrhynchus	CPR XIX 10, P. Athen. Xyla 10, BGU III 736, P. Athen. Xyla 18, P. Brook 10, SB VI 9284, P. Cair. Masp. II 67162, P. Cair. Masp. III 67309, P. Mich. XI 607, P. Cair. Masp. II 67164, P. Coll. Youtie 92, P. Cair. Masp. II 67163, P. Lond. III 1037, P. Ness. 26, P. Lond. V 1723, P. Freer 5, P. Oxy. LXXII 4930 (using Alexandrian standard), P. Amh. II 151, P. Edfou I 3, P. Flor. I 70 (using Alexandrian standard)
ὄβρυζος εὔσταθμος καὶ τέλειος (pure, of good weight and perfect)	541	Constantinople	P. Cair. Masp. II 67126
τῷ χρυσοχοικῷ σταθμῷ (using the goldsmith's standard)	531-553	Aphrodito	SB III 7201, P. Hamb. III 233
εὔσταθμος (good weight)	494-558	Alexandria, Antaiopolite	P. Oxy. LXIII 4394, P. Lond. V 1844, SB XII 10810, P. Lond. III 1007a
ἐξοδιαζόμενος (village standard)[266]	566/7	Hermopolite,	P. CtYBR inv. 1747

[265] Nikolaos Gonis, "Notes on Oxyrhynchus Papyri III," *ZPE* 150 (2004), pp. 197-202, at p. 198. The latest uses of the phrase ἰδιωτικῷ ζυγῷ are P. Mich. XV 752 (622) and PSI I 63 (624).
[266] See the discussion in Maresch (1994), p. 13; and Benaissa (2010), p. 380, n. 11. The word means 'in the standard' of a village. Other words used for village standards include σταθμός (P. Athen. Xyla 10 (543), P.

Gold Coin Descriptions	Period Used	Geographical preference	Examples
ἀρσατικός[267] (with fees?)	603/4-630	Herakleopolis	P. Horak 27, BGU I 314
ῥυπαρός (mean)	645/ 630 - VII	Arsinoite	P. Rain. Cent. 129, SPP XX 201
ὄβρυζος (with fees)	VII	Herakleopolis	P. Erl. 68, P. Koeln VII 322

This table demonstrates that the terms used to describe the quality of gold began with terms such as pure, imperial and approved coins. Then at the end of the fifth century, coin standards started to appear. The so-called 'private standard' was only used by Oxyrhynchus, which also used a public standard and the Alexandrian or imperial standard. A solidus on the private standard was essentially two to two and a half carats less than a solidus on the public standard, and a solidus on the Alexandrian standard was 1/6 carat less than a solidus on the public standard.[268] Other locations used different local village or city standards.

About the same time as the development of these coin standards came the description of money with deducted carats (x solidi less y carats). For example, one loan from Hermopolite nome dated to 515 provides that the debtor owes:

> κεφαλαίου χρυσοῦ νομισμ[άτια δεσποτικὰ] δ̣ό̣κ̣ιμα τρία παρὰ κεράτ̣[ια δεκαοκτώ] γίν(εται) χρ(υσοῦ) ν[ο(μίσματα)] γ π(αρὰ) κερ(άτια) ιη
>
> a principal of three imperial standard gold solidi less eighteen carats, namely 3 gold sol. less 18 carats[269]

The number of carats subtracted from the principal varied by time and location; and the meaning of this system has been the source of much controversy. In the past twenty years, four scholars have exerted considerable work to determine the nature of this

Athen. Xyla 18 (487/8)), and ζυγόν (PSI I 77 (551)). The references to σταθμός are from the Hermopolite nome and the references to ζυγόν are from the Oxyrhynchite nome.

[267] Per Louis West and Allen Johnson, *Currency in Roman and Byzantine Egypt* (Princeton, 1944), p. 121, the word ἀρσατικός has an unknown meaning, but may come from the Persian *arsha* and be equivalent to ὄβρυζος. It is attested in seven documents: BGI I 314 (630), CPR I 30 (388), P. Horak 27 (603/4), P. Worp 37 (620-665), SPP 3 (2).1 59 (VII), SPP 3 (2).1 69 (VI), and SPP 3 (2).1 86 (593). Not all of these postdate the Persian conquest which may mean either that the word does not come from the Persian or that the some of these documents may not have been correctly edited.

[268] Hendy (1985), pp. 347-353.

[269] P. Jena II 17 (515).

system: Maresch,[270] Banaji,[271] Constantin Zuckerman[272] and Bagnall in conjunction with Keenan and MacCoull.[273] Maresch saw the subtracted carats as an effort to standardize the deficiencies in the weight of the coins through a factor which was related to the weight of the coin but not dependent solely upon it.[274] Sarris agreed with him but believed that, at least in the context of large estates, built-in credit or transactional costs were added as well.[275] Banaji rejected the idea that the subtracted carats were due to differing weights of gold coins because the system predated the minting of below weight coins. He believed that the system reflected differing city and village weight standards plus a payment to convert from one standard to another.[276] Constantin Zuckerman rejected Banaji's proposal that the subtracted carats were due to local weight standards.[277] He thought that the system usually had two components: a two carat goldsmith's cost for weighing the coins plus another approximate five carat cost for converting gold to bronze currency, including a discount for the devaluation of gold versus bronze coinage.[278] Bagnall, Keenan and MacCoull, in analysing a sixth-century tax register from Hermopolite, determined that most of the payments were made in bronze coins and were allocated against a solidus calculated at eighteen rather than twenty-four carats in order to cover the exchange costs of purchasing gold with bronze plus the fees of collection and the risk of not collecting the entire required tax payment.[279] They specifically noted that their comments on the subtracted carats were based on the tax register under analysis and

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[270] Maresch (1994).
[271] Jairus Banaji, "Discounts, weight standards and the exchange rate between gold and copper: Insights into the monetary process of the sixth century," in Guiliani Crifo, Stefano Giglio, and Manlio Sargenti, eds., *Atti dell'Accademia romanistica costantiniana : XII Convegno internazionale in onore di Manlio Sargenti* (Naples, 1998), pp. 183-202.
[272] Constantin Zuckerman, *Du village à l'empire: autour du registre fiscal d'Aphroditô, 525-526* (Paris, 2004).
[273] Bagnall, Keenan and MacCoull (2014).
[274] Maresch (1994), pp. 159-171; also Hendy (1985), pp. 346-350.
[275] Sarris (2006), p. 44.
[276] Banaji (1998), pp. 190-3.
[277] Zuckerman (2004), p. 78, 71-86.
[278] Ibid., pp. 66-68, 76-86.
[279] Bagnall, Keenan and MacCoull (2014), pp. 31-32.

not on private documents for which they had no data that had not already been discussed by the scholars who had previously addressed the matter.[280]

Several observations can be made from the debt acknowledgements. First the subtracted carats system did not begin to appear in debt acknowledgements until the mid-fifth century. It is first attested in Herakleopolis in 445,[281] in Arsinoe in the second half of the fifth century,[282] and in Oxyrhynchus in 498.[283] The number of carats subtracted was relatively small in the earlier years, but increased over the sixth century. By the mid-sixth century, six carats (or one-fourth of a solidus) were generally subtracted per solidus in Herakleopolis,[284] and seven and three-quarters carats (almost one-third of a solidus) were generally subtracted per solidus in Arsinoe.[285] Oxyrhynchus showed a high percentage of debts with no carats deducted, and often subtracted four carats when there was a subtraction. This was probably because most if not all of the debt acknowledgements were on the private standard, which already allocated costs for coin weighing and assessment. All of these locations have debts with subtracted carats and debts without. There are debts from estates with carat deductions,[286] and those without;[287] and debts to rural debtors and to urban artisans with carat deductions,[288] and those without.[289] Furthermore, the documents reflecting payment of debts indicate that solidi less carats are used at times for the repayment of debts.[290] The most reasonable assumption is that the carat deduction must provide for a service that some but not all debtors or creditors require. Advance interest can be ruled out because minus carats were

[280] Ibid., p. 31.
[281] SPP XX 123r (445).
[282] SB I 4501 (2nd half V); SB I 4785 (after 440).
[283] P. Oxy. XIX 2237 (498).
[284] CPR XIX 39 (542/557) and P. Erl. 67 (591).
[285] SB I 4498 (580-620), SPP XX 112 (575), BGU II 363 (580-620), and BGU II 365 (603).
[286] P. Amh. II 149 (VI).
[287] P. Oxy. XVI 1892 (581).
[288] BGU XII 2185 (512), SB XXIV 16284 (533), P. Lond. III 1319 (544), P. Mich. XI 607 (569).
[289] SB VIII 9770 (511), BGU XII 2188 (526), P. Stras. VII 659 (VI), P. Oxy. LXXVII 5122 (552).
[290] See, for example, BGU III 828 (VI), P. Stras. V 317 (529/530), P. Lond. V 1701 (540/510/525).

used in leases and other contractual payments as well as debts. Low weight gold coins do not explain the problem because the coins were generally aggregated and described by weight, and also would not explain why, given that many gold coins were degraded, the clause was optional. A fee for coin conversion is the most probable hypothesis because it fits the known facts better than the other explanations. This is a service that many people probably needed so that they could use the proceeds of the debt for routine expenditures. It involved the complex conversion both of gold coins and bronze coins of various weights (and fluctuating value, especially after 540), which would have required a fee.

By the early seventh century, the system of subtracted carats disappeared, although the exact date varies by city. For example, Arsinoe continued to use subtracted carats in debt acknowledgements to 623,[291] and thereafter used either full solidi or mean solidi.[292] The last attested use of subtracted carats in a debt acknowledgement from Hermopolis is in 610-19/629-41.[293] Thereafter a loan described the principal as a solidus of twenty-three carats.[294] Oxyrhynchus, which never used subtracted carats with any frequency, last used it in 600,[295] and thereafter used solidi described as being of eighteen carats (614),[296] seventeen carats (624),[297] and twenty-two and a half carats (post-Arab conquest).[298] A solidus of eighteen carats could also be described as a solidus minus six carats and a solidus of seventeen carats could also be described as a solidus minus seven carats so these solidi described as being of seventeen or eighteen carats may represent the same fee as the Oxyrhynchus private standard (minus two or two and a half carats) combined with a four carat deduction. In other words, they could reflect the use of whatever service that

[291] P. Naqlan II 22 (623).
[292] P. Lond. I 113 (635/620 – one and a half solidi), P. Rain. Cent. 129 (645/630 – four mean solidi), and SPP XX 201 (VII – sixty mean solidi).
[293] P. Amh. II 151 (610-19/629-41).
[294] P. Flor. I 70 (627/642).
[295] P. Oxy. LXVI 4535 (600).
[296] P. Oxy. LXXII 4930 (614).
[297] PSI I 63 (624).
[298] P. Michael 35 (655/6, 670/1) and P. CtYBR inv. 368 (646/661/676).

lay behind subtracted carats. The solidus of twenty-two and a half carats appears to include only a weighing charge. Finally, after the Arab conquest, many of these terms disappeared and the exact weight of the solidus was listed. Whatever service was implied with subtracted carats was either eliminated after Arab conquest or the service was paid for separately from the underlying debt transaction.

There are two last terms that are seen in the late sixth and early seventh century: ὄβρυζος and ῥυπαρός. The term ὄβρυζος referred to pure gold of Constantinople quality.[299] It also may have applied to a fee charged by public officials to weigh money or collect taxes.[300] Justinian I prohibited this charge in 559,[301] but the use of the term continued long after his reign. The term ῥυπαρός refers to 'mean' gold, and is believed to refer to coins accepted with a declination of the ὄβρυζος charges.[302] With only a few exceptions, neither term is used when one of the local or private standards are used. This suggests that they are related to charges similar to the local or private standard.

B.4 Promise to Repay

Following the dating clause, personal identification clause and receipt clause, is a repayment clause. All of the repayment clauses contain a promise to repay or provide the money or products, either on one or more specified dates or on the lender's demand. They frequently but by no means always address whether or not interest is required and if so, how much. As with the receipt clauses, there are variations in the words used to make the repayment commitment, which appear to be affected by location, time period and notarial preference. An example of t he most common formulation is:

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299 Hahn (2000), p. 7.
300 Maresch (1994), pp. 26-28. Cf., Zuckerman (2004), p. 108-114, who makes a strong argument that the ὄβρυζος fee denounced by Justinian in his Edict XI (559) was not a discount against the light weight gold coins but rather a discount against the bronze coins which were devalued by approximately fifteen per cent in 550/1. This then caused the coin weighers, who put the coins into bags and marked them with their weight, to mark them with their facial weight rather than their lower true weight, causing an apparent 'excessive fee.'
301 J. Edict XI.
302 Maresch (1994), pp. 26-28.

> ὅπερ ἀκίνδυνον ἀπὸ παντὸς κινδύνου ἐπάναγκες ἀποδώσω σοι ἐν τῇ πέμπτῃ καὶ εἰκάδι τοῦ Φαμενὼθ μηνὸς τοῦ ἐνεστῶτος ἔτους ρμε ριδ τῆς ἑβδόμης ἰνδικτίονος
>
> which, free from all risk, I will necessarily repay to you on the twenty-fifth day of Phamenouth of the present year 145/114 of the seventh indiction.[303]

This example uses the Oxyrhynchus dating system (present year 145/114), which would not be used by other localities, but otherwise is a standard repayment clause. The verb ἀποδίδωμι (to give back what is due or to restore) is generally used in the first person future, ἀποδώσω, but is also found in the future infinitive when used with the acknowledgement verb from the receipt clause, ὁμολογῶ … ἀποδιδόναι (I acknowledge that I will restore).[304] Other common words used for the repayment clause include παρέχω (to furnish or supply), generally used in the infinitive, παρέσκειν, flowing either from the use of the acknowledgement verb in the receipt clause or ἔχω;[305] ποιέω (to make, or cause), generally used in the first person future, ποιήσομε ἀπόδοσίν (I will make payment) or infinitive future, ποιήσασθαι ἀπόδοσίν (I will make payment);[306] δίδωμι (to give), used either in the future first person, δώσω, or infinitive, δοῦναί,[307] χορηγέω (to provide or supply), generally used in the future infinitive χορηγῆσαί,[308] and πληρώ (to satisfy), often used in the perfect infinitive πεπληρῶσθαι.[309] The word χορηγέω is always associated with the payment of interest,[310] and often used in conjunction with ἀποδώσω (I

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303 P. Wisc. I 10 (468).
304 P. Ness. 26 (570).
305 BGU XII 2140 (432), P. Oxy. LXXII 4918 (474/6), SB XVI 12786 (502), BGU XII 2185 (512), SB X 10524 (531), P. Athen. Xyla 18 (547/8), SB III 7201 (553), P. Oxy. LXIII 4398 (553), P. Lond. V 1721 (557/542), P. Lond. V 1766 (559), P. Cair. Masp. III 67309 (569), P. Rein. II 107 (573/558), P. Oxy. LXXVII 5124 (579-95), P. Oxy. LXVI 4535 (600), SB I 5285 (607), P. Lond. V 1736 (611), P. Edfou I 2 (619) and P. Edfou I 4 (627).
306 P. Amh. II 148 (487), BGU III 726 (III-VII), SPP XX 139 (531), P. Gen. IV 192 (532), CPR XIX 38 (560/575), P. Prag. II 167 (580/595), BGU I 314 (630).
307 P. Oxy. XVI 1891 (495 - δοῦναι).
308 P. Koeln III 151 (423), P. Oxy. XVI 1969 (484) (χορηγεῖν – restored by the editor), SB I 4498 (580-620), BGU II 363 (580-620).
309 SB XVI 12786 (502), SB I 4501 (2nd half V), SB I 4771 (III-VII), SB XVI 12472 (525/6), P. Koeln II 154 (VI)(πληρῶσαι), P. Prag. II 169 (570-622) (ἀποπλη[ρῶ-]σαί), P. Lond. V 1717 (560-573), P. Erl. 67 (591) (ἀποπληρώσωμεν), P. Bad. VI 173 (VI-VII) (πληρουμέ(νου)), P. Ness. 55 (682?) (πλερώσω).
310 See, for example, P. Harr. I 86 (444), P. Oxy. XVI 1969 (484), PSI VIII 964 (520/535/550 – restored by the editor), SPP XX 139 (531), SB I 4498 (580-620), CPR XIX 38 (560/575), P. Prag. II 167 (580/595).

will repay) or ποιήσομε ἀπόδοσίν (I will make payment) for the repayment of the principal.

As with the receipt clauses, the choice of verbs appears to depend on location, time period and notarial preference. For example, all of the debt acknowledgements from Nessana that contain a fairly complete payment clause use the formula ὁμολογῶ … ἀποδιδόναι (I acknowledge that I will repay). In the same way, all of the examples from Syene with complete payment clauses use the word ὁμολογῶ…παρέσκειν. Oxyrhynchus shows a clear preference for ἀποδώσω, although there is a consistent minority usage of ὁμολογῶ…παρέσκειν that increases in frequency between 551 and 650. The Arsinoite nome uses a variety of words, including ἀποδώσω and ὁμολογῶ with ποιήσασθαι ἀπόδοσίν, παρέσκειν, χορηγῆσαί or πεπληρῶσθαι. The phrase ὁμολογῶ…ποιήσασθαι ἀπόδοσίν is limited to Arsinoite and Herakleopolis. There does not appear to be a difference in meaning among these words.

In addition to the promise to repay the loan, the repayment clause specifies when the repayment will be made. There are two principal variations on the time for repayment. The debt acknowledgement can provide for a specific payment date or dates, or it can provide that repayment will occur on demand of the creditor. Not surprisingly, the debts that will be repaid in produce generally specified a date certain for payment.[311] The debts that will be repaid in money are almost equally divided between those that will be repaid on a date certain (either one date or dates for several payments)[312] and those that will be repaid on demand of the creditor.[313]

[311] See, for example, BGU XII 2197 (537/8), SB VIII 9772 (VI),

[312] Examples include: P. Koeln III 151 (423), P. Oxy. L 3599 (460), P. Amh. II 148 (487), P. Oxy. XVI 1891 (495), P. Oxy. XIX 2237 (498), BGU XII 2180 (504), SB VIII 9770 (511), P. Koeln III 153 (after 524), SPP XX 139 (531), P. Cair. Masp. II 67126 (541), P. Lond. V 1766 (559), P. Cair. Masp. II 67162 (568), BGU I 314 (630).

[313] Examples include: SPP XX 114 (421), SPP XX 123r (445), P. Grenf. II 89 (510/525), P. Mich. XIII 669 (529/514), SB I 4498 (580-620), P. Rein. II 107 (573/558), BGU XII 2206 (591-602), P. Ross. Georg. III 53 (674/5).

With only a few exceptions, all of the debts that contain fairly complete terms and provide that payment is to be made on the creditor's demand require interest.[314] The exceptions are very interesting. The first and largest group is wage advances. The purpose of an advance is not necessarily to make money; but to secure services, whether farming or other services. Advances generally include the clause permitting the creditor to demand the money when he or she wishes, but there are no published advances containing interest. The second group, which includes all other loans payable on demand with no specified interest, are all somewhat unusual. Three, for example, are short form debt acknowledgements from a *phylarch* to his subordinates.[315] Two involve cases in which the debtor has put a *hypotheca*[316] on his land for the creditor.[317] Then there are two others, one in which the creditor is a monastery,[318] and one which is unclear but which references a brother.[319] There may or may not have been interest, but collection was not likely to have been a problem in any of these cases. In summary, debts in which repayment is at the demand of the creditor generally provide for interest, with the exception of advances and other cases in which personal relationships or the opportunity to foreclose on land appear to have made the interest unnecessary or inappropriate.

Seventy-five of the Greek debt acknowledgements contain interest provisions, as do four of the Coptic documents, although the amounts of interest are frequently no longer extant. Economists define interest as the compensation paid for the use of money for a period of time.[320] Many of the others probably had interest provisions but they are no longer extant. In addition, interest was not always specified in the debt

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[314] See, for example, P. Wash. Univ. 23 (467/497), P. Harr. I 86 (444), CPR VII 40 (492), P. Oxy. LXIII 4394 (494), P. Mich. XIII 669 (529/514), P. Lond. V 1718 (556), P. Michael 42a (566- use of land), P. Lond. V 1723 (577 - use of part of house), P. Oxy. VII 1042 (578), P. Ness. 46 (605), and P. Lond. V 1737 (613).
[315] BGU III 795, 796 and 797 (575-599).
[316] A *hypotheca* is a non-possessory pledge against property, often specifically identified property.
[317] P. Oxy. LXVI 4535 (600).
[318] P. Rein. II 107 (573/558).
[319] SPP XX 123r (445).
[320] Samuelson and Nordhaus (2010), p. 421.

acknowledgements, but this does not necessarily mean that there was no interest. It is possible that interest was hidden in the principal stipulated by the contract, with the actual amount loaned being less than what must be repaid.[321]

Byzantine Egypt and Nessana used several words for interest.[322] The table below shows the words used for interest with the time period and area of usage.

Table 8: Words used for Interest – Greek Debt Acknowledgements

Words and Phrases	Period used	Local preference	Examples
ἐπικέρδια,[323] also ἀποτάκτου ἐπικερδίας (with set-aside interest)	V-VII	Upper Egypt, Hermopolis, Kellis, Herakleopolis, Antinoopolis, Syene	P. Rain. Cent. 95, BGU XII 2140, P. Stras. VII 620, CPR VII 40, SB X 10524, P. Lond. III 1319, P. Cair. Masp. III 67309, P. Mich. XI 607, P. Lond. V 1737.
τόκος; sometimes augmented with νόμιμος or ἑκατοστιαῖος (with the customary or one per cent interest per month – twelve per cent per year)	V-VII	Kellis, Cynopolite, Oxyrhynchus, Arsinoite, Alexandria, Apollonopolis, Aphrodito, Constantinople, Nessana , unknown	CPR VII 39, P. Koeln. III 151, P. Oxy. XVI 1969, P. Amh. II 148, P. Oxy. LXIII 4395, P. Oxy. XVI 1891, P. Oxy. XIX 2237, P. Grenf. II 89, SB XVI 12472, P. Mich. XIII 669, SPP XX 139, P. Cair. Masp. II 67126, SPP III 334, SB I 4498, CPR XIX 38, PSI XIV 1427, P. Ness. 26, P. Oxy. LXXVII 5124, SPP XX 194, BGU II 363, P. Ness. 46, P. Edfou I 2.
διάφορον (difference)[324]	V-VI	Oxyrhynchus	P. Oxy. LXXI 4831, P. Harr. I 86, P. Oxy. LXXII 4918, P. Oxy. VIII 1130, PSI VIII 964, P. Oxy. XLVII 3355, P. Oxy. VII 1042, P. Warr. 10.

[321] The classic article in this regard is P.W. Pestman, "Loans bearing no interest?" *JJP* 16 (1971), pp. 7-30. See also Andreau (1999), p. 98.
[322] This chapter discusses the wording used for interest. Chapter Four will discuss the laws applicable to interest.
[323]Per Lewis (1995), p. 26 – this word means interest.
[324] For a discussion, see Lewis (1995), p. 19. This word, meaning difference, occurs in the sense of 'interest,' in papyri from the late second c. BCE to the late sixth century CE, principally in Oxyrhynchus. It is often used with τόκος which describes the amount. See for example, P. Oxy. XVI 1969.

Words and Phrases	Period used	Local preference	Examples
παραμυθία (compensation)[325]	VI-VII	Hermopolis, unknown	P. Grenf. II 90, CPR VII 41, SB XII 10810, P. Flor. III 300, BGU XII 2206, P. Herm. 64.
φιλοτιμία (honorarium)[326]	VI	Syene, Arsinoite?	P. Lond. V 1718, P. Lond. V 1721, SB VIII 9772.

As can be seen, τόκος is the most common word used for interest. The word διάφορον was commonly used in Oxyrhynchus for interest between the fourth and sixth centuries. In fact, Oxyrhynchus used both τόκος and διάφορον during the same period. The only apparent difference in usage is that τόκος is often used in phrases with the terms νόμιμος (customary) or ἑκατοστιαῖος (one per cent per month or twelve per cent per year – the maximum legal rate until 527), and may have had the connotation of legal interest. The word διάφορον, although it is used in two loans for the ἑκατοστιαῖος,[327] is used more commonly when interest is in kind and may exceed the statutory limit.[328] Similarly, Hermopolis used the words ἐπικέρδια and παραμυθία. In all cases, the interest rate exceeds the legal rate when the word παραμυθία is used. The word ἐπικέρδια is generally, but not always used, when the interest rate is within the legal rate. The use of these words tends to support the conclusion that the notaries used specific words as codes that would be understood by the people enforcing the debt acknowledgements. Although some of the words were used regionally (for example, παραμυθεία for Hermopolis, διάφορον for Oxyrhynchus), the word τόκος was used throughout Egypt and at Nessana and carried a connotation of legal or customary interest.

B.5 Provisions for the Protection of the Creditor

[325] Leslie MacCoull, "φιλοτιμία in Byzantine Papyrus Documents," *Tyche* 5 (1990), pp. 63-66.
[326] Ibid.
[327] CPR VII 39 (405/6) and PSI VIII 964 (520/1, 535/6, 550/1).
[328] P. Oxy. LXXII 4918 (474/6), P. Oxy. VIII 1130 (484), P. Oxy. XLVIII 3355 (535), P. Warr. 10 (591/2).

The most varied set of clauses in the debt acknowledgements are the provisions for the protection of the creditor. They fall into six basic categories:

1) commitments of good faith;
2) pledges against the borrower(s) property in case of non-payment;
3) penalties for non-payment;
4) non-possessory *hypotheca* on specific property or antichretic pledges of specific property with that property being turned over to the creditor for use until repayment;
5) oaths; and
6) sureties

None of the debt acknowledgements used all of these provisions. In fact, although commitments of good faith and a general pledge against the debtor(s)' property[329] are very common and are found in the large majority of the documents, *hypothecas* and penalties are found in far fewer documents, and oaths and sureties are rare. The default position with regard to lender protection was the commitment of good faith and general pledge. Penalties were often used when the repayment was to be made in produce. Sureties, *hypothecas* and oaths were used when the debtor has defaulted in the past or the debt was large. Each of the methods of protecting the creditor is discussed below.

B.5.1 Commitments of good faith

Almost every debt acknowledgement that retains the section immediately following the repayment promise has one or more commitments of good faith. One of those commitments, that repayment be made without delay, using either ἀνυπερθέτως (without delay) or χωρίς τινος ὑπερθέσεως (without any delay) is found in almost every debt acknowledgement. Other clauses build on this. The next most common clause is a requirement that the repayment be made ἀνυπερθέτως (or χωρίς τινος ὑπερθέσεως) καὶ ἄνευ πάσης ἀντιλογίας (without delay and without any dispute).[330] Sometimes the loans

[329] Property included not only real and personal property but also any claims or other intangibles.
[330] Examples include SPP XX 90 (416), P. Oxy. LXXII 4907 (422), SPP XX 123r (445), P. Stras VII 620 (V), P. Oxy. L 3599 (460), P. Wisc. I 10 (468), P. Oxy. VII 1130 (484), P. Michael 44 (527) clauses reversed, P. Mich. XIII 669 (529 or 514) clauses reversed, P. Lond. V 1772 (VI), P. Koeln III 154 (VI)

merely required that the loan be ἄνευ πάσης ἀντιλογίας (without any dispute).[331] The same concept is conveyed through the words ἄνευ τινος ὑπερθέσεως καὶ εὑρεσιλογίας (without any delay or prevarication),[332] χωρὶς ἀντιλογίας καὶ ἄνευ πάσης εὑρεσιλογίας (without dispute or prevarication),[333] and δίχα πάσης ἀγνωμοσύνης καὶ ὑπερθέσεως (without any ingratitude or delay).[334] More elaborate clauses bring commitments not to engage in various kinds of legal actions. For example, ἀνυπερθέτως καὶ ἄνευ πάσης ἀντιλογίας καὶ δίκης καὶ κρίσεως (without delay and without any contradiction or lawsuit or judgments)[335] and χωρίς τινος ὑπερθέσεως καὶ ἀντιλογίας καὶ κρίσεως καὶ δίκης καὶ πάσης νομίμου παραγραφῆς καὶ εὑρεσιλογίας καὶ ἀφορμῆς τὸ σύνολον (without any delay or dispute or trials or lawsuits or any actions according to custom or prevarication or conspiracy)[336] fall into this category.

As with other clauses, much of the decision-making on the specific clauses appears to be driven by notarial preference. The more elaborate clauses, for example, tend to come from larger cities, such as Alexandria, Oxyrhynchus and Hermopolis.[337] One of the more entertaining of these clauses comes from the settlement of a loan for five solidi which apparently pitted the creditor, a lawyer named Andronikos, against the debtor, by then a magistrate named Sarapodorus.[338] These two had apparently launched as many legal processes against each other as possible over these five solidi, so that when the matter was finally settled as a result of intervention by their friends, they each made promises to each other not to pursue the matter further in any way. The magistrate, in

clauses reversed, P. Amh. II 149 (VI), P. Oxy. LXXVII 5122 (552), SB III 7201 (553), P. Lond. V 1766 (559), BGU XII 2201 (565) partial, SPP XX 261 (570), and P. Amh. II 151 (610-19/ 629-41).
[331] Examples include P. Athen. Xyla 18 (547/8), P. Ant. II 104 (VI).
[332] Examples include P. Mich. XV 728 (IV – V) and BGU I 314 (630).
[333] Examples include P. Cair. Masp. II 67125 (525).
[334] Examples include P. Cair. Masp. II 67162 (568) and P. Cair. Masp. II 67164 (569).
[335] Examples include P. Wisc. I 10 (468), P, Oxy. XVI 1891 (495), BGU XII 2185 (512), BGU XII 2188 (526), SB XXIV 16284 (533), SB VI 9284 (553), P. Edfou I 3 (618), P. Flor. I 70 (627/642).
[336] Examples include CPR VII 40 (492), an even more elaborate version of this is found in P. Oxy. LXIII 4394 (494) and P. Stras. VII 698 (VI).
[337] P. Oxy. LXIII 4394 (494).
[338] SPP XX 122 (439).

particular, promised not to indict nor pile up penalties or damages or executions or anything else, and to release anything that had been issued and further to swear on "each of the father, son and holy ghost, and the piety and victory of our masters Theodosius and Valentinian the eternal Augustuses, accepting all the aforewritten and by no means to transgress."

By the seventh century, these clauses appear less frequently in Greek long form debt acknowledgements. There are several possible reasons for this. First, and perhaps most important, we have fewer documents in that period of time and they are often incomplete. In addition, these clauses tend not to be used as frequently when there is a *hypotheca*, as opposed to a simple pledge, against the borrower's property, and there is a higher percentage of *hypothecas* in the seventh century. This may indicate that the commitments of good faith were seen as less effective and the creditors wanted more protection. However, these clauses remain common both in Greek short form and Coptic debt acknowledgements.

B.5.2 Pledging Property to Secure Payment

Another common clause is the one in which the borrower pledges all of his property and sometimes himself against repayment of the debt. This clause, which is called the *praxis* clause,[339] is found in ninety-two of the debt acknowledgements, and was probably present in most of the rest but the portion of the document in which it would have been found is lost. These clauses are used in Constantinople, Nessana, Alexandria, Arsinoite, Oxyrhynchite, Hermopolite, Antaiopolite, Aphrodito, Antinoopolis, Syene, Thebes and essentially in every city from which we have debt acknowledgements. The *praxis* clause has a number of minor variations in the language, but there is one large difference across time. From the mid-fourth through to the early sixth century, the clause generally pledges

[339] See Hans Julius Wolff, "The Praxis Provision in Papyrus Contracts," *Transactions and Proceedings of the American Philological Association* 72 (1941), pp. 418-438.

both the borrower and all of his property. After the early sixth century, the clause pledges only the property of the borrower. By way of example, an early fifth-century loan provides that:

> γιγνομένης σοι τῆς πράξεως παρά τε μου καὶ ἐκ τῶν ὑπαρχόντων μοι πάντων (you have the right of execution against me and all of my property)[340]

A late-fifth-century loan provides that:

> ἀλλ' ἔσται σοι ἡ εἴσπραξις παρά τε ἐμοῦ καὶ ἐκ τῶν ὑπαρχόντων μου πάντων (but you shall have the right of execution upon both myself and all of my property)[341]

By the early sixth century, however, the clause has changed and now provides:

> ὑποκειμένης σοι εἰς τοῦτο <τὸ> χρέους πάσης τῆς -ca.?- ἐμῆς ὑποστάσεως καθάπερ ἐκ δίκης (pledging to you for this loan all of my property as though by lawsuit)[342]

From this date, the clauses continue in this new substantive format, with only a few exceptions,[343] through to the last of the Greek loans in the late-seventh century. It is generally accepted that the phrase καθάπερ ἐκ δίκης (as though by lawsuit) strengthens the clause by providing that the loan may be enforced through the seizure of the debtor and/or his property without additional legal procedures.[344] Oxyrhynchus notaries appear to prefer a somewhat simplified language of κινδύνῳ τῶν ἐμοὶ ὑπαρχόντων πάντων (on the security of all my property).[345] Notaries in Nessana prefer the language ὑπεθέμην ἐπὶ πᾶσιν πάντα μου τὰ ὑπάρχοντα καὶ ὑπάρξοντα τὰ ἐν παντὶ εἴδει καὶ γένει ([I] pledge … all my present and future belongings of every sort and kind.)[346] Other areas, such as

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[340] P. Koeln II 102 (418), translated by the editor.
[341] P. Oxy. XVI 1891 (495), translated by the editor.
[342] CPR XIX 10 (522).
[343] Such as P. Athen. Xyla 17 (548/9). See Gérard Chalon, *L'édit de Tiberius Julius Alexander : étude historique et exégétique* (Olton-Lausanne, 1964), p. 28, for the illegality of imprisonment for private debt.
[344] Cf. Hans Julius Wolfe, "Some Observations on Praxis," *Proc. XII Intern. Congr. Pap.* (Toronto, 1970), pp. 529-535, in which he argues that the clause means that the legal authorities are authorised to carry out the seizure in analogy to the procedure available in the case of *praxis* implementing a lawsuit (δίκη).
[345] P. Amh. II 149 (VI), translated by the editor. Also, P. Oxy. XVI 1970 (554), P. Oxy. LXIII 4398 (553), P. Iand. III 48 (582), and P. Oxy. LXVI 4535 (600).
[346] P. Ness. 46 (605). Also, P. Ness. 27 (570/1), and P. Ness. 48 (early VII).

Hermopolis, tend to have a more varied approach to the language, but the basic clause persisted and was part of most Greek long form debt acknowledgements.

B.5.3 Penalties for Non-Payment

Eleven of the debt acknowledgements contain penalties for untimely payments.[347] They are found in Oxyrhynchus, Arsinoe, Antinoopolis, Hermopolis and Herakleopolite; and from the fifth through to the sixth centuries. The exact penalty differs from document to document, but they tend to fall into two categories. One of these categories provides for interest, or additional interest, if the repayment is late. For example, in one document there is an additional fifty per cent increase in product, on top of the initial fifty per cent interest, due if the repayment of wheat seed is not made on time.[348] Another provides for interest of 480 myriads[349] per year per solidus on a debt of two gold solidi if payment is late.[350] This equates to twelve per cent, or legal interest. A third provides for interest of one per cent per month (twelve per cent per year) on a debt of six solidi if payment is late.[351] The other category provides for penalty payments for acts that endanger satisfaction of the debt. By way of example, one debtor, who worked in the city but lived elsewhere, provided that he will pay one additional solidus less six carats on a debt of 9 ½ carats if he leaves the city before giving a full accounting.[352] In another case, the debtor promised to pay one extra solidus less six carats on a loan of seven carats if he caused any fear regarding satisfaction of the debt.[353] Both of the latter documents were prepared by Dioscorus, but he was not the only notary to use these penalties. In summary, penalties were used both for repayment in product and in cash. They were used for late payments

[347] P. Koeln III 151 (423), P. Rein. II 105 (427), P. Oxy. VIII 1130 (484), P. Oxy. XIX 2237 (498), P. Oxy. LXIII 4395 (499), SB I 4771 (III-VII), P. Lond. V 1766 (559), P. Cair. Masp. II 67164 (569), P. Cair. Masp. II 67163 (569), P. Lond. V 1716 (570), and PSI III 239 (601).
[348] For example in P. Amh. II 147 (4th to early V).
[349] This equalled approximately twelve per cent based on the ratio of 4000 denarios per solidus in 423. See Banaji (2001), Table 1, p. 222.
[350] P. Koeln III 151 (423).
[351] P. Oxy. XIX 2237 (498).
[352] P. Cair. Masp. II 67164 (569).
[353] P. Cair. Masp. II 67163 (569).

and for acts endangering performance. The penalties sometimes reflected prevailing interest and sometimes reflected an amount in excess of interest clearly designed to be a disincentive. There are not many debt acknowledgements using penalties, but their distribution indicates that they remained a tool when circumstances warranted.

B.5.4 Pledging Specific Property to Secure Payment (*hypotheca)*

As noted above, one of the most common clauses in the Greek debt acknowledgements was the *praxis* clause, in which the borrower pledged his property and perhaps himself to secure performance on the debt. A pledge of property was binding, but since it was not generally registered, the property could be pledged to several different people and not be available if needed for a specific debt. This could, of course, trigger an action for fraud. The same thing could happen with a *hypotheca* of property, which is also a pledge of property, often but not always on specific property. For example, in P. Oxy. LXIII 4397, a monastery loaned money, taking a *hypotheca* on land as security. Unfortunately for them, the land had been previously pledged to support another loan. The good news for the monks is that the prior creditor was Flavius Strategius and his family, who were wealthy and pious enough to reimburse the monks, even without a legal obligation.[354] Thus, for most purposes, a general pledge had the same legal effect as a *hypotheca*. An antichretic mortgage, in which the creditor held the property during the period of the debt, was the best for the creditor because he or she was visibly in control of it. Notwithstanding the lack of clarity regarding the benefits of a *hypotheca*, there are thirty-six debt acknowledgements in which specific property was subject to a *hypotheca* to ensure repayment of the debt, some of which are antichretic mortgages.

Hypothecas were used across Egypt and in Nessana. They are found in Kellis, Oxyrhynchus, Arsinoe, Hermopolis, Apollonopolis, Nessana, Antaiopolis, Antinoopolis

[354] Jakub Urbanik, "P. Oxy. LXIII 4397: The Monastery comes first or pious reasons before earthly securities," in Boud'hors, *et al.*, eds., *Monastic Estates in Late Antique and Early Islamic Egypt, Ostraca, Papyri and Essays in Memory of Sarah Clackson* (Cincinnati, Ohio, 2009), pp. 225-235.

and Syene, covering the period from the fourth century through the mid-seventh century. The most common phrase used to establish a *hypotheca* on property was ὑπεθέμην ἐνεχύρου λόγῳ καὶ ὑποθήκης δικαίῳ …. (I now pledge by way of a legal hypothec …).[355] The usual subject of a *hypotheca* was real property: land and houses. A representative example is PSI XIII 1340 (431), in which a debtor received five solidi from the creditor and pledged two of his arouras of land for the creditor's security using the language:

> πρός τε ἀσφάλειαν τῆς τοῦ χρέους ἀποδόσεως ἐντεῦθεν ἤδη ὑπεθέμην σοι δικαίῳ ὑποθήκης ἀπὸ τῶν διαφερουσῶν μοι ἀρουρῶν̣ … ἀρούρας δύο
>
> for the security of your loan repayment, I now pledge a legal *hypotheca* on two of the arouras that belong to me.

In the *hypothecas* for which it is possible to tell the subject of the pledge, seven involved real property,[356] three involved clothing or jewelry,[357] two involved the sisters of the debtors,[358]two involve copper,[359] and eight involved all of the borrower's property.[360] In several cases, the word for *hypotheca* remains, but the description of the property does not. The reason for the decision to use a *hypotheca* as opposed to a general pledge is often not clear. Sometimes, there are prior loans and *hypothecas*;[361] sometimes the

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[355] PSI XIII 1340 (420) (using the language ὑπεθ]έμην σοι δικαίῳ ὑπο[θήκης), P. Oxy. VI 914 (486), P. Oxy. XIX 2237 (498), P. Oxy. LXIII 4395 (499) (using λ̣ό̣γῳ ἐν[ε]χύρου), SB I 4756 (III-VII), SB I 4772 (III-VII), P. Amst. I 45 (501) (using ὑποτί̣θ̣[η]μι), P. Lond. V 1687 (523), SB XVI 12472 (525/6), P. Mich. XIII 670 (527) (using ὑποθηκῶν λόγῳ ἐνεχύρου), P. Oxy. XLVII 3355 (535), P. Iand. IV 62 (VI), P. Stras. VIII 720 (VI), SB I 4687 (VI), P. Ness. 118 (VI), P. Lond. V. 1718 (556), SB XVIII 13298 (556-570), P. Lond. V 1766 (559)(using ὑποθήκ(η)), P. Lond. V 1717 (560-573), PSI XIV 1427 (565) (using λόγῳ ἐνεχύρου), P. Michael 42a (566), P. Cair. Masp. II 67162 (568), P. Cair. Masp. III 67309 (569), P. Lond. V 1723 (577), P. Lond. V 1725 (580), P. Koeln III 156 (582-602)(using ὑποθήκη), P. Warr. 10 (591/2), BGU II 363 (580-620), P. Ness. 48 (early VII), P. Horak 27 (603/4), SB I 5285 (607), P. Lond. V 1737 (613), P. Amh. II 151 (610-19/ 629-41), P. Dub. 25 (VII), P. Herm. 64 (late VII), P. Coll. Youtie 92 (569). See also the comments to P. Ness. 26 and 28, in which the editor discusses the use of that case of a *hypotheca* for specific security for the loan and the general pledge a security for overall performance on the contract.

[356] P. Amst. I 45 (501), P. Michael 44 (527), P. Oxy. XLVII 3355 (535), P. Michael 42a (566), P. Cair. Masp. III 67309 (569), P. Lond. V 1723 (577), P. Koeln VII 322 (late VII)(pledge on land which borrower will work).

[357] P. Lond. III 1007a (558) (silver), P. Lond. V 1718 (556) (gold jewellery), P. Mich. XI 607 (569) (clothing).

[358] P. Iand. IV 62 (VI), P. Coll. Youtie 92 (569).

[359] P. Lond. V 1737 (613), P. Herm. 64 (VII).

[360] P. Oxy. VI 914 (486), P. Lond. V 1717 (560-573), P. Lond. V 1725 (580), P. Koeln III 156 (582-602), P. Ness. 48 (early VII), P. Horak 27 (603/4), P. Lond. V 1736 (611), P. Herm. 64 (VII).

[361] P. Mich. XIII 670 (527).

amount of the loan is large.[362] In other cases, it is not clear why it is used. It is possible that the time period is a factor because *hypothecas* appear to become more popular from the mid-sixth through seventh centuries, although the small number of extant documents may mean that the publication of additional documents in the future will change this observation.

The provision that is the most protective of creditors is the antichretic pledge in which the pledged property is turned over to the creditor for his use during the loan.[363] There are twelve examples of this kind of pledge among the debt acknowledgements of this study.[364] As with the other pledges, they are found across Egypt, including in Antaiopolis, Oxyrhynchus, Syene, Panopolite and Antinoopolis. We do not have any of these from Nessana, but that does not mean that they did not occur, only that we do not have any extant examples. All of the published examples come from the sixth or seventh century. The phrase ὑπεθέμην ἐνεχύρου λόγῳ καὶ ὑποθήκης δικαίῳ was generally used for the antichretic pledge as well as the *hypotheca* but the terms make it clear that the property has been turned over to the lender.[365] The word ἀντιχρήσει (which the editor translates as "a loan with a pledge usable by the creditor") is only found in one loan.[366] Sometimes the antichretic provision is used in lieu of interest. For example, in P. Oxy. XLVII 3355, the debtor gave the creditor the use of a room as interest for the debt, using

[362] P. Lond. III 1007a (558)(62 ½ sol.).
[363] See D.20.1.5.1 – Ulpian, for a discussion of the difference between pignus and *hypotheca*.
[364] P. Michael 44 (527), P. Oxy. XLVII 3355 (535), P. Iand. IV 62 (VI), P. Lond. V 1718 (556), P. Lond. III 1007a (558), P. Michael 42a (566), P. Coll. Youtie 92 (569), P. Mich. XI 607 (569), P. Lond. V 1723 (577), P. Freer 5 (575-625), SB I 5285 (607) and P. Lond. V 1737 (613).
[365] The editor's note to P. Ness. 48 that ἐνέχυρον represents not a pledge or pawn which passes into the lender's possession at the time of the loan, but security – property hypothecated – for the loan is not correct. The word ἐνέχυρον can represent either property subject to a *hypotheca* that remains in the borrower's hands or pledged property that is provided to the lender at the time of the pledge. See the discussion in Urbanik (2009), at page 230, stating that by mid-sixth century, the classical distinction between the *hypotheca* (conventional mortgage) and the *pignus* (pledge in which the property was turned over to the creditor) had disappeared in legal practice and the documents used the terms synonymously; and Henryk Kupiszewski, "Quelques remarques sur les vocabula ἀντιχρήσις, ἀρὸα, παραφήρνα dans le Digeste," *JJP* 18 (1974), pp. 227-238. Also, D.20.1.13.1 – Marcianus, for a clear example that *antichresis* always meant a transfer of possession of the thing pledged.
[366] P. Freer 5 (575-625) (translated by Leslie MacCoull for part of her doctorate thesis).

the language [I pledge] δικαίῳ ὑποθήκης καὶ ἐνεχύρου ([I pledge] as a legal *hypotheca*). In P. Coll. Youtie 92, an adult daughter of a deceased father who had pledged his younger daughter to secure his debts, sought to free her sister from her current master because he was overworking her. She managed to come up with half of the debt, and borrowed the other half from a man whom she believed would treat her sister better. Using the following language, she pledged her sister to the (hopefully) kinder man using the words ὑπεθέμην ἐνεχύρου λόγῳ καὶ ὑποθήκης δικαίῳ τὴν εἰρημένην μου ἀδελφὴν Πρόκλαν (I now pledge by way of legal pledge my previously identified sister Procla) and turned her sister over the man for domestic work.[367]

Sometimes the transfer of the pledged property appears to be additional security.[368] For example, in P. Mich. XI 607, the debtor not only pledged all of his property as security for the loan, he also pledged and turned over two pieces of clothing using the language παρεθέμην σοι λόγῳ ἐνεχύρου ὀθωνιν Ταρσικὸν Αἰγύπτιον καὶ καμισιν ὑποδειλικόν (I have turned over to you in pledge a garment made in Egypt after the Tarsic fashion and an undergarment-shirt(?).)[369] Finally, in one last example, the husband and his parents used a loan and pledge document to provide a wedding gift to the wife.[370] The husband and his parents signed a document stating that they owed the wife thirty solidi as a wedding gift and then to secure this gift, pledged ten arouras of good farm land, permitting the wife to use it as she saw fit. In this way, they provided the necessary wedding gift but tied it up such that the wife could not sell the land (because she did not own it) or dissipate the solidi (because she did not have them) but could use it and rent it

[367] See also, P. Iand. IV 62 (VI) for a similar contract.
[368] P. Lond. V 1723 (577) may be another example of this kind. The borrower pledges a one-fourth share of his house to secure the loan of four solidi, and although the loan document does not say that the use of the property constitutes interest, it also does not provide for interest. SB I 5285 (607) is similar.
[369] Translation from the editor. P. Lond. III 1007a (558) in which silver is turned over as security for a loan of 62 ½ solidi, and P. Lond. V 1718 (556) in which a gold armlet and two gold earring pendants are turned over as security for a 5 solidi loan, are similar.
[370] P. Michael 42a (566).

out and otherwise provide funding for herself and the family. This last example shows the creativity with which people in Byzantine Egypt planned their personal affairs.

B.5.5 Oaths

Six of the debt acknowledgements contain oaths that the terms of the agreement would be met. One oath is taken on 'the Father, Son and Holy Ghost, plus the piety and victory of our masters Theodosius and Valentinian'.[371] A second is taken on 'God Almighty and the piety and victory of our victorious and imperial master Anastasius, the eternal Augustus', to keep this contract in force and not to bring charge or blame against it in any way.[372] The third is taken on the 'holy and consubstantiated trinity and on the victory and constance of our triumphant master Flavius Justin;'[373] and the fourth on 'the holy and consubstantial trinity and the victory and dominion of Emperor Maurice'.[374] Two more, which are only partially extant, indicate an oath taken to God, and in one case to the Emperor Justin and the Empress Sophia as well.[375] The oath is an unusual clause because, at least in theory, an oath on the Emperor that was violated could be considered treason and result in the death penalty. An oath to God if violated could result in eternal damnation. As a result, the oath is a very rare method of creditor protection, and appears only to be used when there is a history of non-payment,[376] or very senior individuals against whom there may be few other practical means of encouraging compliance,[377] or a settlement.[378] As mentioned earlier, one prominent example concerns the lawyer who had

[371] SPP XX 122 (439).
[372] P. Oxy. LXIII 4394 (494).
[373] P. Lond. V 1717 (560-573).
[374] P. Koeln III 156 (582 – 602).
[375] P. Stras. VIII 720 (VI), SB I 4676 (574-578).
[376] See SPP XX 122 (439), P. Koeln III 156 (582-602). P. Stras. VIII 720 (VI) and SB I 4676 (574-578) lack most of their text but contain indications of past-due debts.
[377] SPP XX 122 (439) and P. Oxy. LXIII 4394 (494).
[378] SPP XX 122 (439) – note that after 529, a constitution required parties' final agreements after an arbitration to be sworn on oaths and then written down to avoid deceit (included with C.J.2.55.4 (538)). See Humfress (2005), pp. 179-180.

apparently loaned five solidi to a magistrate.[379] After a failure to repay and considerable strife, the case was settled by their friends, and the settlement agreement, in addition to noting the repayment, contained many promises not to further harass each other with legal procedures. It was supported by an oath, which was probably seen as necessary to maintain the peace.

B.5.6 Sureties

In addition to the borrower(s), fifteen of the loans have sureties, who were not direct parties to the debt but who undertook to pay the debt if the debtor(s) did not.[380] The phrase generally used to indicate a surety is μετ’ ἐγγυητοῦ (with a surety). Sureties are found in Alexandria, Oxyrhynchus, Hermopolite, Herakleopolite and Arsinoe. That the responsibilities of the surety were taken seriously can be seen in two documents in which sureties were taking primary responsibility for paying the creditor. For example, one document narrates that Plutarch had persuaded another man to make a loan to Philonicus because of some business dealings between the men; and to provide the lender with more security, Plutarch undertook to personally pay him and to recover the original business agreement and bring it to him for annulment.[381] In another document, the surety, a village comarch, acknowledged the debt of his principal, who was in arrears, and agreed to be liable as a principal debtor.[382] Sureties would be used when the creditor had concerns about the borrower’s ability or inclination to repay the debt, and are more fully discussed in Chapter Four on legal compliance.

[379] SPP XX 122 (439).
[380] P. Rain. Cent. 95 (446), P. Rain. Cent. 107 (484), P. Oxy. LXIII 4395 (499), SB I 4785 (after 440), SB VIII 9770 (511), PSI VIII 964 (520-521/ 535-536/ 550-551), SPP XX 139 (531), P. Athen. Xyla 8 (539), P. Athen. Xyla 5 (539), P. Prag. II 165 (VI), P. Oxy. 1972 (554), SB I 4781 (566-622), P. Oxy. LXIII 3938 (591), P. Grenf. II 86 (596), and P. Princ. II 87 (612).
[381] P. Oxy. VII 1041 (381).
[382] P. Athen. Xyla 5 (539).

B.6 Execution of the Document

The execution clause of a standard *cheirograph* has four and sometimes five principal parts:

1) a statement that the written deed has been provided for the security of the creditor and is valid and warranted (the *kyria* clause),
2) a stipulation by the debtor that he has been asked about the terms and agrees with them,
3) a summary acknowledgement by the debtor that he has received the amount and agrees with the terms, often with a statement by another person that he has written for the debtor because he or she is illiterate, and
4) a statement by the notary or scribe (who may be the same as the individual signing for the debtor) that he has written the document.

In addition, there may be witnesses signing at the end of the document that they have heard the terms and are acting as witnesses. Each of these parts is discussed below.

B.6.1 Statement of validity of the written deed of loan

The execution clauses of a debt acknowledgement generally begin with a statement that the written document is valid. This is often called the *kyria* clause, from the principal wording, κύριον τὸ γραμμάτιον ἁπλοῦν γραφὲν (the written deed made in one copy is valid).[383] There are eighty-one surviving examples of these clauses, from the mid-fourth century to the early seventh century.[384] It is found in debt acknowledgements from Alexandria, Oxyrhynchus, Hermopolite, Arsinoite, Aphrodito, Antinoopolite, Nessana, Thebes, Kellis, Syene and other cities and towns in Egypt. Most of the other documents probably had this statement, but it is no longer extant. There are minor variations on this language. Sometimes, the clause specifically identifies the document as loan,[385] advance,[386] hand-written (self-acknowledged) loan,[387] credit note,[388] or

[383] See for example, P. Warr. 10 (591/2). Also see Porten and Farber (1996), p. 468, ft. 9, noting that the standard validity clause appeared in all Byzantine legal documents until 11 March 574, after which it was sometimes not used and sometimes added expanded language, such as '…wherever brought forth.'
[384] Examples include P. Mich. XV 728 (IV-VI), SPP XX 123r (445), P. Oxy. XVI 1891 (495), P. Princ. III 145 (VI), PSI XIV 1427 (565), P. Koeln. III 158, P. Lond. V 1737 (613), and PSI I 63 (624).
[385] P. Alex. 34 (IV-V).
[386] P. Mich. XV 728 (IV-V), P. Amh. II 149 (VI).
[387] P. Harr. I 86 (444).
[388] SB I 4501 (2nd half V).

acknowledgement.[389] More frequently, the clause merely describes the underlying document as a document or deed (γραμμάτιον). Occasionally, the clause states that two copies were made,[390] but more often, it does not say how many copies were made.[391]

Beginning in the early sixth century, several variations on the wording begin to be used. For example, one document provides that:

> εἰς ἀσφάλειαν τῆς σῆς ἀδελφ(ότητος) πεποίημαι αὐτῇ τοῦτο τὸ ἀσφαλὲς καὶ ἔστιν μου ὁλόγραφον χειρὶ ἐμῇ
>
> for the security for your most brotherliness I have made this guarantee and it is my acknowledgement in my own hand[392]

Another document provided that τὸ γράμμα τοῦτο ἐθέμην σοι εἰς ἀσφάλειαν ἐφ' ὑπογρ(αφῆς) ἐμῆς (I have executed this document for your security with my subscription).[393] The *kyria* clause, however, continued to be used through the end of the Greek long form debt acknowledgements.

B.6.2 Stipulation Clause

Following the statement that the written deed is valid, there is almost always a stipulation. In Roman law, the stipulation (*stipulatio*) was an oral promise characterised by a set form of question and answer. The party who was to become the creditor asked the other party the formal question of whether he promised a performance and the other party, the debtor, answered the question in the affirmative, using the same verb and referring to the same subject matter.[394] The classical Roman stipulation had a very far-reaching scope of application because it could be used to make actionable a promise for any performance,

[389] SB VI 9459 (580-620).
[390] P. Haun. III 56 (IV-V) using the language, κυρία ἡ ὁμολογία δισσὴ [γρα-]φῖσα (the acknowledgement written in two copies is valid), P. Koeln II 102 (418) using the language, κύ[ρ]ιον τὸ γραμματῖον δισσὸν γ]ρ̣αφὲν, (the deed written in two copies is valid), and P. Oxy. VI 914 (486), same wording as P. Koeln II 102.
[391] Examples include P. Koeln III 156 (582-602), P. Koeln III 158 (599), P. Grenf. II 87 (602), P. Flor. I 70 (627/642).
[392] P. Grenf. II 89 (510/523).
[393] P. Mich. XIII 670 (527), also P. Michael 44 (527) for a similar clause.
[394] Kaser (1980), p. 49.

subject to any condition which was legally possible.[395] The legal implications of this clause are further discussed in Chapter Four, with this section discussing its usage.

The papyri show that it had become customary as early as the third century to append a stipulation clause (reflecting both a question and consent) to all kinds of documents in order to place the document under the Roman law of stipulations.[396] In Greek, this is often indicated by the phrase 'having been questioned, I agreed.' (ἐπερωτηθεὶς, ὡμολόγησα). Although this clause was not legally necessary after Emperor Leo I provided that all stipulations recognised by law, although not by the usual words but by any words expressing the intent of the parties, would be recognised as valid,[397] it continued to be used in Greek long form debt acknowledgements. There are only eighteen debt acknowledgements in which there was never a stipulation clause. These are either self-declarations or short form debt acknowledgements, which are discussed below.[398]

B.6.3 Summary Acknowledgement by the Borrower

Following the stipulation in the long form debt acknowledgement is a short sentence by the borrower stating that he has a debt and will repay the creditor as aforesaid. Standard wording for this clause is:

> Αὐρήλιος Κολλοῦθος υἱὸς Ἀνουθίου ὁ προκει(μένος) ἔσχη(κα) ἐν χρήσει τὸ τοῦ χρυσοῦ νομισμάτιον ἓν κεφαλαίου καὶ ἀποδώσω ἐν τῇ προκειμ(ένῃ) ὡς πρόκειται.

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[395] Ibid., p. 50.

[396] Ibid.; see also Uri Yiftach-Firanko, "Law in Graeco-Roman Egypt: Hellenization, Fusion, Romanization," in Roger Bagnall, ed., *The Oxford Handbook of Papyrology* (Oxford, 2009), pp. 541-560, at 554.

[397] C.J.8.37.10 (472).

[398] BGU XIX 2838 (V-VI) perhaps a short form, P. Grenf. II 89 (510/523) self-written declaration with statement that the borrower is satisfied with the terms, P. Mich. XIII 669 (529/514) short form; P. Kramer 13 (ca 546) short form, P. Cair. Masp. II 67251 (549) short form; P. Cair. Masp. II 67164 (569) short form; SPP XX 112 (575) short form; P. Rein. II 107 (573/ 558) perhaps an early short form, BGU III 795, 796 and 797 (575-599) short forms; SB X 10554 (575-599) short form; SB XX 14985 (579) perhaps an early short form, P. Ness. 44 (598) short form; P. Ness. 55 (682?) short form; SB XII 10810 (later VI) short form; SB XX 14230 (VI-VII) short form; and P. Herm. 64 (VII) short form.

I, Aurelius Kolluthos, son of Anuthus, the above mentioned, have received on loan the one gold solidus in total and I shall repay him on the aforesaid date, as is mentioned above.[399]

By the early sixth century, this language was often simplified to state Αὐρ[(ήλιος) Δα]υεὶδ Βίκτωρος ὁ προκ(είμενος) συμφ(ωνῶ) ὡς πρόκ(ειται) (Aurelius David, son of Victor, the aforementioned agrees with the aforesaid).[400] Another simplified version that arose in the sixth century used the clause στοιχεῖ μοι ὡς πρόκ(ειται) (I am satisfied with the foregoing).[401] This last variation is also found in the Greek short form debt acknowledgements and foreshadows the wording of the Coptic debt acknowledgements.[402]

Ideally, the debtor was supposed to personally write this section, but frequently he was illiterate, so another person would write it on his behalf and add a sentence that he wrote it.[403] A standard version of the clause used when another person wrote on behalf of the debtor is:

Αὐρήλιος Φοιβάμμων Φουραξιωνίου ἔγραψα ὑπὲρ αὐτοῦ γράμματα μὴ εἰδότος.

Aurelius Phoibammon son of Phuraxionios, wrote on his behalf because he does not know his letters.[404]

Another variation on this clause is Αὐρήλιος Πέτρος Νεμεσιανοῦ ἔγραψα ὑπὲρ αὐτῆς ἀγραμμάτου (Aurelius Peter son of Nemesianus wrote on her behalf because she is

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[399] P. Wisc. I 10 (468), translated by the editor. See P. Oxy. LXXII 4907 (422), for a simplified acknowledgement format - Φλ(άουϊος) Ἄρων σιγγουλάριος ὁ προκίμενος συμφονῖ μọι π̣ά̣ντα ὡς πρόκιται (I Flavius Aron, singularius, the above agrees with all as aforesaid).
[400] P. Flor. III 260 (514). See also P. Gen. IV 192 (532), P. Cair. Masp. II 67127 (544), P. Cair. Masp. II 67129 (549), SB I 4498 (580-620), CPR XIX 38 (560/575), P. Erl. 67 (591), P. Koeln III 158 (599), SB VI 9459 (580-620).
[401] P. Mich. XIII 669 (529/514). See also P. Michael 42a (566), P. Mich. XI 607 (569), P. Oxy. LXXVII 5124 (579/95), P. Koeln III 156 (582-602), P. Edfou I 3 (618), BGU III 725 (618), P. Lond. I 113 (635/620).
[402] O. Bodl. II 2139 (V-VI), P. Grenf. II 89 (510 or 525), P. Brook 10 (VI), SB VIII 9772 (VI), P. Lond. III 1037 (VI), P. Laur. III 75 (574), P. Koeln III 156 (582-602), BGU III 795, 796 and 797 (575-599), PSI I 63 (624) and P. Herm. 64 (VII).
[403] Herbert Youtie, "Αγραμματος: An Aspect of Greek Society in Egypt," *Harvard Studies in Classical Philology* 75 (1971), pp. 161-176; Herbert Youtie, "υπογραφεύς, The Social Impact of Illiteracy in Greco-Roman Egypt," *ZPE* 17 (1975), p. 201-221; and Hanson, "Ancient Illiteracy," in Mary Beard, ed., *Literacy in the Roman World* (Ann Arbor, 1991), pp. 159-98.
[404] P. Wisc. I 10 (468), translated by editor.

illiterate).[405] Both versions conveyed the same sense that the debtor should have written his own acknowledgement but was unable to do so because of illiteracy.

The debtor's acknowledgement was fundamental to the *cheirograph* because it provided the evidence of his or her receipt of the money or property and his promise to repay it. Debtors could deny the validity of the statement, arguing that it was forged, which is why proof consisted originally of hand-writing analysis from other statements or signatures written by the borrower, and later of testimony from either witnesses or the scribe or the individual who signed for the borrower. The proof requirements for these documents are discussed further in Chapter Four.

B.6.4 Acknowledgement by the Notary or Scribe

Although there are a few examples of declarations written by the debtor without apparent assistance,[406] the majority are written by someone else. This may be the same person who signed on behalf of the debtor, if the debtor did not sign himself,[407] or it could be a different person,[408] although it was much more common to have separate people writing the contract and signing for the debtor. Documents in which the same person performs both functions are often 'internal documents,' for example, those in which a notary prepared a contract for an estate owner and his employees or contractors.[409]

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[405] P. Col. VII 182 (373), translated by editor.
[406]. Mich. XIII 669 (529/514), SB XII 10810 (later VI), BGU III 795, 796 and 797 (575-599), P. Ness. 44 (598) self-declaration, SPP XX 201 (VII).
[407] P. Hamb. IV 266 (507), P. Laur. III 75 (574). P. Oxy. LXXII 5124 (579/595), P. Oxy. VII 1042 (578), P. Iand. III 48 (582), P. Warr. 10 (591/2), P. Oxy. LXVI 4535 (600), PSI I 63 (624), P. Michael 35 (655/6 or 670/1).
[408] P. Rein. II 105 (427), BGU XII 2140 (432), P. Wisc. I 10 (468), P. Oxy. VIII 1130 (484), CPR VII 40 (492), P. Oxy. XVI 1891 (495), SB V 7758 (497), PSI VIII 964 (520/1, 535/6 or 550/1), P. Prag. I 34 (VI), P. Prag. II 165 (VI), P. Michael 42a (566), P. Ness. 27 (570/1), P. Lond.V 1723 (577), P. Lond. V 1725 (580), P. Prag. II 167 (580/595), P. Flor. I 70 (627/642), SB VI 9459 (580-620).
[409] P. Laur. III 75 (574), P. Oxy. LXXII 5124 (579/595), P. Iand. III 48 (582).

The notary generally signed the *cheirograph* providing his name and perhaps his position, saying that he had written (ἐγράφη) or completed (ἐτέλεσα) the contract.[410] The language used for this purpose is shown in the following table.

Table 9: Notarial Language – Greek Debt Acknowledgements

Word or Clause	Period Used	Local Preferences	Examples
δι' ἐμοῦ [name of notary] ἐγράφη (written by me, [name of notary])	405/6 - 607	Oxyrhynchus, Hermopolis, Antaiopolite, Aphrodito, Apollonopolis Heptakomias, Arsinoe, Pathyris, Antinoopolis, Panopolite	CPR VII 39, BGU XII 2140, SPP XX 122, P. Oxy. VIII 1130, CPR VII 40, SB V 7758, P. Oxy. XIX 2237, P. Hamb. III 232, BGU XII 2180, P. Hamb. IV 266, P. Jena II 17, P. Mich. XIII 670, SPP XX 139, P. Athen. Xyla 17, P. Prag. II 168 (συμβολαιγράφος – contract writer), P. Michael 42a (with συμ-βολαιογράφος), BGU III 795 and 796, P. Koeln III 156, P. Freer 5 (with συμβολαιογράφος), SB I 5285 (with συμβολαιγράφος).
δι' ἐμοῦ (by me [often followed by the notary's name])	427- late VII	Oxyrhynchus, Hermopolis, Arsinoite, Apollonopolis	P. Leid. Inst. 66, P. Wisc. I 10, Stras. VII 659 (with συμβολαιογράφος), P. Prag. I 34, P. Prag. II 165, SPP XX 261 (with συμβολαιογράφος), P. Prag. II 167, SB XX 14985 (with νομικός – notary), P. Prag. II 166 (with συμβολαιογράφος), P. Edfou I 3 (with διάκονος and συμβολαιογράφος), BGU III 725, SB I 5690 (with διακόνου and συμβολαιογράφος).
di emu (by me [often followed by the notary's name])	460-635/620	Oxyrhynchus, Arsinoe	P. Oxy. L 3599, SB I 4498, SPP XX 139 (also written in the Greek).
[Name], συναλλαγματογράφος, ἐτέλεσα ([name of the contract writer], completed this)	494-499	Alexandria	P. Oxy. LXIII 4394, P. Oxy. LXIII 4395.
di emu [name] etelioth(e) (completed by me, [name])	427-VII	Oxyrhynchus, Herakleopolis	P. Rein. II 105, PSI VIII 964, P. Amh. II 149, P. Gen. IV 192 (also written in the Greek), P. Oxy. LXXVII 5124, P. Oxy. XVI 1970, P. Oxy. VII 1042, P. Iand. III 48, P. Oxy. LXXII 4930 (reconstrucred), P. Michael 35.
δι' ἐμοῦ…ἐτελειώθη (completed by me)	VI-VII	Unk., Arsinoites	P. Iand. III 44 (partially reconstructed), P. Freer 6 (reconstructed with πρεσβύτερος), SB VI 9459.

[410] Completion referred to the process in which the notary drafted a clean copy of the agreement, which was confirmed by the parties by their signatures and then subscribed by him and made ready for delivery to the parties. See C.J. 4.21.17 (528), as translated by Fred Blume on the University of Wyoming website: http://www.uwyo.edu/lawlib/blume-justinian/ajc-edition-2/books/book4/book%204-21rev.pdf (accessed 8 April 2015) and the notes thereon – "When the notary used the word complere (complevi), he thereby certified that he has completed the document and was responsible for its contents and genuineness."

Notaries in the fifth century used the clause ‘written by me.’ The wording ‘completed by me’ became popular in the sixth century (with one early example from the late fifth century) in Oxyrhynchus and Arsinoe, probably as a result of a series of Roman laws designed to professionalize the notaries and to ensure that they could testify to the voluntary execution of the document by the borrower. At about that same time, notaries started to add the title συναλλαγματογράφος or συμβολαιογράφος (contract writer) to their statement of preparation, probably also part of their professionalization. Southern Egypt continued to use ‘by me,’ which could refer either to the execution or the completion, or both.

B.6.5 Witness clauses

Although the majority of the debt acknowledgements do not have witnesses, other than the notary who wrote it and perhaps the individual who signed on behalf of the lender, there are fifty-two extant documents with witnesses.[411] Almost all use the same verb for the witness function: μαρτυρῶ (I witness).[412] Many of the documents with witnesses concern either a past due debt or a specific mortgage on property, as opposed to a general pledge against property. Other factors that appear to determine whether there will be witnesses include strife and senior people. For example, the settlement of the acrimonious dispute over five solidi between a lawyer and a magistrate has two

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[411] CPR X 110 (407), SPP XX 114 (421), SPP XX 122 (439), CPR VII 40 (492), P. Oxy. LXIII 4394 (494), SB V 7758 (497), P. Oxy. XIX 2237 (498), P. Oxy. LXIII 4395 (499), SB I 4772 (III-VII), P. Hamb. III 232 (early VI), P. Lond. V 1844 (early VI), BGU XII 2180 (504), P. Hamb. IV 266 (507), P. Grenf. II 90 (510/525), P. Flor III 260 (514), P. Jena II 17 (515), P. Lond. V 1687 (523), P. Mich. XIII 670 (527), P. Michael 44 (527), SPP XX 139 (531), SB XXIV 16284 (533), P. Cair. Masp. II 67126 (541), P. Cair. Masp. 67127 (544), P. Athen. Xyla 17 (548/9), P. Cair. Masp. II 67129 (549), P. Cair. Masp. II 67251 (549), P. Lond. V 1772 (VI), P. Athen Xyla 12 (VI), P. Ross. Georg. V 36 (VI), P. Stras. VIII 720 (VI), P. Michael 42a (566), P. Cair. Masp. III 67309 (569), P. Coll. Youtie 92 (569), SPP XX 261 (570), P. Rein. II 107 (573/558), P. Lond. V 1716 (570), P. Ness. 27 (570/1), P. Lond. V 1723 (577), P. Lond. V 1725 (580), BGU III 795 and 796 (575-599), P. Koeln III 156 (582-602), P. Erl. 67 (591), BGU XII 2206 (591-602), P. Ness. 46 (605), P. Lond. V 1736 (611), P. Lond. V 1737 (613), P. Amh. II 151 (610-619/629-641), P. Edfou I 3 (618), P. Edfou I 2 (619), P. Flor. I 70 (627/642), P. Ross Georg. III 53 (674/5).

[412] A few exceptions use the word ὑπογράφω (subscribe), see P. Ness. 27.

witnesses.[413] The number of witnesses varied, but the majority had two or three. There are four documents with a greater number of witnesses. One of those documents, with four witnesses, involved a soldier taking a loan of thirteen solidi secrued by his mother-in-law.[414] The loan is relatively large and it is highly unusual because it is generally illegal for a woman to act as surety when she is not clearly a beneficiary. This document is discussed in more detail in Chapter Four. Another, with five witnesses, involved the husband and his family who made a wedding gift to the wife of thirty solidi which was secured by ten arouras of land.[415] Two others involved very senior people. In one, with five witnesses, a tribune and an *ex primıceriis* borrowed ten solidi from an individual and secured it with two bread bounties provided to the lender.[416] The other involves a partial settlement of debt of 1455 solidi involving a tribune, and two advocates; it has six witnesses.[417]

Two other factors appear to affect the decision on witnesses. One is the location where the document was created. Debt acknowledgements from Hermopolis are more likely to have witnesses than any other location. The other factor is the archive. There are five debt acknowledgements with witnesses from Antaiopolis and four from Antinoopolis, all of which are from the archive of Dioscorus. Syene also has a very high percentage of documents with witnesses (five), which also comes from a single archive. In both cases, this may reflect a retention of the more significant or controversial documents, which would be more likely to have witnesses, or perhaps the personal preference of the archive owner.

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[413] SPP XX 122 (439).
[414] SPP XX 139 (531).
[415] P. Michael 42a (566).
[416] P. Oxy. LXIII 4395 (499).
[417] P. Oxy. LXIII 4394 (494).

This concludes the general discussion of the Greek long form debt acknowledgement. The differences between this form and the short form and Coptic form will be discussed in subsequent sections.

C. Greek short form Debt Acknowledgements

The second type of Greek debt acknowledgement is the short form. There are fourteen short form Greek debt acknowledgements.[418] These documents are very different from the Greek long form, and represent an important change to the practice of documenting debts. They are very simple, and became more so during the sixth century. An example of an early short form debt acknowledgement from 549 follows:[419]

> [† Φλ(αυίῳ) Δι]ο̣σκόρῳ Ἀ̣πο̣λ̣λ̣ῶ̣τος συντελεστῇ vac. ? Ἰακῦβις Ἀβρααμίο\υ/ π̣ρεσβύτερος
> χ̣α̣ίρ(ειν). ἔχῳ̣ σο̣\υ/ κ̣α̣ὶ ὀ̣φ̣ε̣ί̣λ̣ω, ὑπὲρ τιμῆς το\ῦ/ [φό]ρο\υ/, \τῆς/ σπορᾶς καὶ τῆς ἀ̣ρ̣τ̣ε̣ύ̣σ̣εως, χρυ̣σ̣[ο(ῦ)]
> νομισμάτιον ἓν π̣αρὰ κεράτια δύο χρυσοχ[(οικῷ), γί(νεται) νο(μισμάτιον) α π(αρὰ)] κ(εράτια) β. καὶ τοῦτο ἑτοίμως ἔχω παρ̣α̣σχεῖν
> [σοι ἐν] ̣τῇ δευ̣τ̣έρ[α̣ καταβ]ο̣[λ]ῇ ̣το\ῦ/ δ̣η̣μο̣[σίου τῆς παρούσ]ης τρισκαιδεκά[της] [ἰ]νδ(ικτίονος). καὶ εἰς σὴ[ν]
> [ἀσ]φάλει[α]ν πεπ[οίη]μ̣α̣ί σο[ι] τοῦτο τ̣ὸ [πιττάκιον ὡς] πρόκ(ειται). Φαῶφι κα ̣ι[γ ἰ]νδ̣ι̣κ(τίονος)
> [Ἰ]ακὼβ Ἀβρα[α]μ̣ίο̣υ σ̣[τοιχ(εῖ) μ]ο̣[ι] ὡ̣ς π̣ρόκ(ειται). Π̣ιλᾶ̣τ̣ο̣ς
> Ἀπολλῶτος νομικὸς μαρτυ̣ρ[ῶ ὁ κ(αὶ) σωματί]σ̣ας ☧
>
> † To Flavius Dioscorus, son of Apollo, contributor, ...from Iakub son of Abraam priest, greetings. I have from you and owe you for the price of rent, seed and preparation one gold solidus less two carats on the goldsmith's standard, namely 1 gold sol. less 2 carats, and this I will readily repay to you on the second payment of the public dues of this current thirteenth indiction, and for your security, I have made this credit note as aforesaid. Phaophi 21, 13th indiction. Iakub, son of Abraam is satisfied as aforesaid. Pilates, son of Apollo, notary, witnesses and also drafts. ☧

A later and even more streamlined document from the late sixth century follows:

> ☧ ἔχω ἐγὼ Σλὲ σοῦ Ὦσε φυλάρχου χρυσοῦ νομισμάτια
> πέντε γί(νεται) χρ(υσοῦ) νο(μισμάτια) ε μόνα, καὶ ταῦτα σὺν θ(εῷ)
> παρασχεῖν σοι ὁπόδαν βουληθείης,

[418] P. Mich. XIII 669 (529/514); P. Kramer 13 (ca 546), P. Cair. Masp. II 67251 (549); P. Cair. Masp. II 67164 (569); SPP XX 112 (575); BGU III 795, 796 and 797 (575-599); SB X 10554 (575-599); P. Ness. 44 (598); P. Ness. 55 (682?); SB XII 10810 (later VI); SB XX 14230 (VI-VII); P. Herm. 64 (VII).
[419] P. Cair. Masp. II 67251 (549).

καὶ στοιχεῖ μοι ὡς πρόκ(ειται). δι' ἐμοῦ
Σανσνῶτο(ς) ἐγρ(άφη) μη(νὶ) Φαρμοῦθις ιη ἰνδ(ικτίωνος) ε̣.

I, Sle, have from you Ose, phylarch, five gold solidi, total 5 gold sol. only, and these, god permitting, I will repay to you whenever you wish and I am satisfied with the aforewritten. Written by me Sansnos on the 18th of the month of Pharmouth in the fifth indiction… [420]

These documents came from several locations in Egypt and Nessana, including the Arsinoite nome,[421] Antinoopolis,[422] Aphrodito,[423] Nessana,[424] Syene,[425] and Pathyris[426] plus two from unknown locations.[427]

The first thing that should be noted about these documents is that they do not contain a dating clause with either regnal or consular dating. To the extent that these documents can be dated, it was done on the basis of their being part of an archive which is dated or their reference to people who are dated or the inclusion of a year number in a local format. The following table provides the basis of dating for those documents that can be dated:

Table 10: Basis for Dating – Greek Short Form Documents

Edition Number	Date	Table 10: Basis for Dating – Greek Short Form Documents
BGU III 795, 796 and 797, SB X 10554	575-599	Part of the Archive of the Blemmeyes, dated to this time from other documents in the archive.
P. Mich. XIII 669	529 or 514	Part of the Archive of Dioscorus. Refers to Dioscorus' father and cousin. Both are known from other documents and this plus an indiction date provides the dating alternatives.
P. Cair. Masp. II 67164	569	Part of the Archive of Dioscorus. It was written during the time that Dioscorus was in Antinoopolis, and this plus an indiction provides the dating.
P. Cair. Masp. II 67251	549	Part of the Archive of Dioscorus. It was written during the time that Dioscorus was in Aphrodito, and this plus an indiction date provides the dating.
P. Kramer 13	ca 546	Refers to Menodoros, an individual known from other documents.

[420] BGU III 795 (575-599).
[421] SPP XX 112 (575) and P. Kramer 13 (ca 546).
[422] P. Cair. Masp. II 67164 (569).
[423] P. Mich. XIII 669 (529 or 514) and P. Cair. Masp. II 67251 (549).
[424] P. Ness. 44 (598) and P. Ness. 55 (682?).
[425] SB XX 14230 (VI-VII).
[426] BGU III 795-797 and SB X 10554 (575-599).
[427] SB XII 10810 (later VI) and P. Herm. 64 (VII).

Edition Number	Date	Table 10: Basis for Dating – Greek Short Form Documents
P. Ness. 44	598	Part of the Archive of Sergius. Refers to Patrick, son of Sergius and contains a year datable using the Nessana dating protocol.
P. Ness. 55	682?	Part of the Archive of Sergius. Refers to Sergius, son of George, who is dated from other documents from the 680s.
SB XX 112	575	Dated by use of a monetary description (solidus less seven and three-quarters carats), which was only used between 575 and 623, indiction and reference to a known individual.

The remaining three documents cannot be securely dated and so were dated by their editors generally to the sixth or seventh centuries.

Each of these documents has six or seven parts, which are discussed below:

1) identification of the parties,
2) acknowledgement of receipt of money,
3) promise to repay,
4) creditor protection clauses,
5) an acknowledgement by the debtor,
6) a notarial identification clause,
7) and sometimes witnesses.

C.1 Identification of the parties:

None of the Greek short form debt acknowledgements contain a regnal or consular dating clause. Ten of these documents begin with the statement ἔχω ἐγὼ (I have) or ἐγὼ χρεωστῶ (I owe), followed by a name.[428] The individual who identifies himself is the debtor, and he gives his name, patronym and sometimes a profession. These documents then continue either with παρὰ σοῦ (from you),[429] followed by the name of the creditor, or in one case, without identifying the creditor.[430] The creditor is generally identified by name and profession only. The other four documents either begin with the statement, ‘to (name of creditor)’ or ‘from (name of debtor),’ and then continue with similar language of

[428] BGU III 795, 796 and 797 (575-599), SB X 10554 (575-599), P. Ness. 55 (682? - using ἔσχον), P. Ness. 44 (598 - using ἔσχον), P. Kramer 13 (ca 546), SPP XX 112 (575), SB XX 14230 (VI-VII - using ἐγὼ χρεωστει – I owe, according to the editor) and P. Herm. 64 (VII).
[429] BGU III 795, 796 and 797 (575-599), SB X 10554 (575-599), P. Ness. 55 (682?), P. Ness. 44 (598).
[430] P. Herm. 64 (VII).

receipt.[431] The parties include: a grain measurer writing to the manager of the grain measurers,[432] a *cancellarius* (chancery official) to a former *primicerius* (head of an office) of a military unit,[433] a greengrocer writing to a swine butcher,[434] a priest writing to Dioscorus,[435] a priest and several village notables writing to a woman,[436] an village resident writing to a coin weigher,[437] an individual writing to a priest,[438] and three individuals writing to a military commander.[439] Although there are people from all walks of life represented in these documents, a high percentage involves rural clerical officials or government/military officials.[440] Only three of the documents use the Greek nomina Aurelius or Flavius.[441] Several of the documents, however, refer to the creditor as κύριος (lord)[442] or θαυμασιώτατος (most wonderful)[443] or εὐλαβέστατος (most pious).[444]

C.2 <u>Acknowledgement of receipt of money</u>:

As noted earlier, the short form debt acknowledgements begin with a sentence that says in effect: 'I, (name), have from (and sometimes, owe to) you, (name of creditor), then followed by a description of the principal.' Five provide for a debt of a number of solidi, less a specified numbers of carats.[445] The others provide for: (1) a debt in solidi without subtracted carats,[446] (2) a debt in solidi plus carats,[447] (3) a debt in carats,[448] or (4)

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431 P. Mich. XIII 669 (529/514), P. Cair. Masp. II 67251 (549), SB XIII 10810 (later VI), and P. Cair. Masp. II 67164 (569).
432 SPP XX 112 (575).
433 P. Kramer 13 (ca 546).
434 P. Cair. Masp. II 67164 (569).
435 P. Cair. Masp. II 67251 (549).
436 P. Mich. XIII 669 (529/514).
437 SB VII 10810 (later VI).
438 SB X 10554 (575-599).
439 BGU III 795, 796, and 797 (575-599).
440 Three clerics and six government/military officials out of sixteen individuals identified by occupation.
441 P. Cair. Masp. II 67251 (549 - referring to Dioscorus), P. Cair. Masp. II 67164 (569 – referring to the parties) and SB XII 10810 (later VI – referring to the debtor).
442 P. Kramer 13 (ca 546), and SPP XX 112 (575).
443 SB XII 10810 (later VI).
444 P. Mich. XIII 669 (529/514).
445 P. Kramer 13 (ca 546) – less 5 1/3 carats on the Alexandrian standard), P. Cair. Masp. II 67251 (549 – less 2 carats on the goldsmith's standard), SPP XX 112 (575 – less 7 ¾ carats), P. Ness. 44 (598 – less one carat), and P. Herm. 64 (VII - less 6 carats each).
446 P. Mich. XIII 669 (529/514), BGU III 795, 796 and 797 (575-599), SB X 10554 (575-599), SB XII 10810 (later VI).

a debt in carats plus myriads.[449] With a couple of exceptions, these documents do not contain many additional clauses. Three, however, use the phrase εἰς ἰδίαν μου καὶ ἀναγκαίαν χρείαν (for my own pressing need);[450] and two use the phrase καθαρῶς καὶ ἀποκρότως (clearly and without dispute).[451]

C.3 Promise to repay:

All but four of the documents have a clear promise to repay the debt. Of these, one is a receipt for a credit note, which probably contained the promise to repay – the receipt itself does not.[452] A second refers to the payment of interest, so presumably there is a promise to repay which is either missing or assumed.[453] The third appears to be a statement of account from an individual to his *praepositus* acknowledging a debt for wine and bread, which presumably will be repaid.[454] And the fourth contains the phrase ὁπόδαν βουληθείης (whenever you wish) but is missing a verb 'to repay,' which is undoubtedly assumed.[455] Seven of the documents contain a repayment clause using the phrase ἔχω παρασχεῖν (I will repay you).[456] Of these, three came from Pathyris, three from the Dioscorus archive and one from an unknown location. Four of these documents add the word ἑτοίμως (readily) so that the clause reads, I will readily repay you.[457] Two of the documents, both from the Arsinoite nome, use the word ἀποδώσω (I will repay).[458] The other document, from Nessana, uses the word πλερώσω (I will satisfy).[459] As part of

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[447] P. Ness 55 (682? – 4 1/3 solidi).
[448] P. Cair. Masp. II 67164 (569).
[449] SB XX 14230 (VI-VII).
[450] P. Kramer 13 (ca 546), SB XII 10810 (later VI), and P. Herm. 64 (VII).
[451] P. Cair. Masp. II 67164 (569) and SB XII 10810 (later VI).
[452] P. Ness. 44 (598).
[453] P. Herm. 64 (VII).
[454] SB XX 14230 (VI-VII).
[455] BGI III 797 (575-599).
[456] SB X 10554 (575-599), BGU III 796 (575-599), BGU III 795 (575-599), P. Mich. XIII 669 (529/514 – with ἔχομεν παρασχεῖν), P. Cair. Masp. III 67251 (549), P. Cair. Masp. II 67164 (569) and SB XII 10810 (later VI).
[457] SB XII 10810 (later VI), P. Cair Masp. II 67164 (569), P. Mich. XIII 669 (529/514), and SB X 10554 (575-599).
[458] SPP XX 112 (575) – spelled ἀποδωσο and P. Kramer 13 (ca 546).
[459] P. Ness. 55 (682?).

the commitment to repay, four of the documents also provide for payment of interest as well as principal, with the amount of interest of twelve per cent,[460] twelve and a half per cent,[461] and fifty per cent (on an advance of wages).[462] In addition, there is one penalty for non-payment, which is almost a 100 per cent penalty.[463] The rest of the documents do not mention interest, but customary interest may have been presumed.

C.4 Creditor protection clauses:

Just over half of the Greek short form debt acknowledgements have creditor protection clauses. One, as noted previously, contains a penalty for non-payment.[464] Another is an advance on wages, so presumably the wages secure the loan.[465] Two contain affirmations that the loan will be paid without dispute (ἀναμφηβόλως)[466] or without any dispute or postponement (χωρὶς πάσης ἀντιλογίας καὶ ὑπερθέσεως).[467] Two have pledges of property to secure the debt, one with transfer of a slave and her child until payment.[468] The rest contain no creditor protection clauses, but the parties appear to know each other, and it may not have been deemed necessary.[469]

C.5 Acknowledgement by the debtor:

Nine of the documents contain a statement from the debtor that he is satisfied with the terms of the agreement.[470] The words used to express this are στοιχεῖ μοι. (I am

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[460] P. Kramer 13 (ca 546).
[461] P. Mich. XIII 669 (529/514) and SB XII 10810 (later VI).
[462] SPP XX 112 (575).
[463] P.Cair. Masp. II 67164 (569) – penalty payment of 18 carats on a loan of 9 ½ carats.
[464] P. Cair. Masp. II 67164 (569).
[465] SPP XX 112 (575).
[466] P. Ness. 55 (682?).
[467] P. Mich. XIII 669 (529/514) and P. Ness. 55 (682?).
[468] P. Herm. 64 (VII) – *hypotheca* of unknown property (λόγου ἐνεχύρου) and SB X 10554 (575-599) – pledge (κατερχομένου) and transfer of a slave and her child until repayment.
[469] BGU III 795, 796 and 797 (575-599); P. Ness. 44 (598- part of the document is no longer extant) and SB XII 10810 (later VI).
[470] P. Mich. XIII 669 (529/514), SB X 10554 (575-599), BGU III 795, 796 and 797 (575-599), SB XII 10810 (later VI), P. Herm. 64 (VII), P. Cair. Masp. II 67251 (549) and P. Cair. Masp. II 67164 (569).

satisfied).[471] Of the remaining documents, one is the acknowledgement of receipt of a deed, whose terms we do not have.[472] The other is missing the area of the document that should include this language so it is uncertain whether it was originally included.[473] Three documents do not contain this clause. One repeats the acknowledgement of receipt and the promise to repay,[474] and the two others involve either taking a loan from a manager or owing for food supplied by a *praepositus*.[475]

C.6 Notarial identification clause:

Eleven of the fourteen short form debt acknowledgements contain a notarial acknowledgement clause.[476] The remaining three documents may have had such a clause but it is no longer extant. The language used most often by the notary is:

δι’ ἐμοῦ (name) ἐγράφη (month, date and indiction date)

written by me (name) (month, day and indiction year).[477]

One document uses the word ἐγράφη, followed by a month, date and indiction date, but does not contain the name of the notary.[478] Three of the documents use the word ἐγράφη (written), with χειρὶ ἐμῇ (in my own hand), followed by the name of the notary.[479] Of these, two of these are from the Arsinoite nome and one is from Nessana. Two of the documents appear to have been written by the debtor.[480]

C.7 Witnesses:

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471 SB XII 10810 (later VI) uses the words στοιχεῖ μοι followed by τὴν ἀσφάλειαν τῶν νομισματίων ἑπτὰ εὔσταθμα ὡς πρόκ(ειται) (I am satisfied with the guarantee of the nine good solidi as aforesaid). P. Herm, 64 (VII) uses the following spelling, στυχῖ μοι.
472 P. Ness. 44 (598).
473 P. Kramer 13 (ca 546).
474 P. Ness. 55 (682?).
475 SPP XX 112 (575), SB XX 14230 (VI-VII).
476 P. Mich. XIII 669 (529/514), BGU III 795, 796 and 797 (575-599), SB X 10554 (575-599), SB XII 10810 (later VI), P. Ness. 44 (598), SPP XX 112 (575), P. Kramer 13 (ca 546), P. Ness. 55 (682?), P. Herm. 64 (VIII).
477 See, for example, SB X 10554 and BGU III 795, 796 and 797 (575-599).
478 SB XII 10810 (later VI).
479 SPP XX 112 (575), P. Kramer 13 (ca 546), and P. Ness. 55 (682?).
480 P. Ness. 44 (598), P. Herm. 64 (VII).

Three of the fourteen short form debt acknowledgements have witnesses. P. Ness. 55 has one witness; BGU III 795 has three witnesses; and BGU III 796 has five witnesses. The word used for the act of witnessing is the same in all cases: μαρτυρῶ. It is not clear why there are different numbers of witnesses, although P. Ness. 55 may only have one witness because there were two additional people participating in the transaction; they are receiving money on a behalf of a third person who agrees to repay it. These people may have counted as witnesses for purposes of this document.

C.8 <u>The Importance of the Greek Short Form Debt Acknowledgements</u>

The Greek short form debt acknowledgements are very consistent in their clauses, and became more consistent during the second half of the sixth century. The earliest two documents that we have are from the archive of Dioscorus, one dating to 529 (or 514) and the other to 549.[481] Although they show the tell-tale signs of a short form debt acknowledgement: that is, no dating or stipulation clauses, a simplified format, the use of στοιχεῖ μοι (I am satisfied) in lieu of the traditional debtor acknowledgement clause; they also show signs of the more verbose long form. The document from 549, for example, uses the same format as the standard short form debt acknowledgment, but also contains a clause stating that for the security of the creditor, the debtor has made this credit note. It then provides an explanation for the debt. Another example from Dioscorus archive, dated to 569, is similar.[482] It also begins with the identification of the debtor, who writes to the creditor, stating that he has and owes (ἔχω καὶ ὀφείλω) the sum, which he will readily repay (ἑ[τ]οίμως ἔχω …παρασ[χ]εῖν), and he is satisfied (στοιχ(εῖ) μοι) with the document. There is no dating clause, no stipulation clause, no *kyria* clause, and no debtor acknowledgement other than the statement of satisfaction. There is, however, a penalty should the debtor leave town without a full accounting and a statement that he will pay

[481] P. Mich. XIII 669 (529/514) and P. Cair. Masp. II 67251 (549).
[482] P. Cair. Masp. II 67164 (569).

the debt from his wages as a greengrocer. By the end of the sixth century, the short form documents are even simpler.

Notwithstanding the simplification over time, all of these documents are very similar. This is true in every location in which these documents are found. The following table summarizes the percentage of the total number of documents that contain certain specific clauses, plus the percentage of documents in which another clause is used.

Table 11: Percentage of Common Clauses – Greek Short Form Documents

Clause	Percentage of total w/this wording	Percentage of total with the clause missing	Percentage of total with a different clause
1. Receipt clause using ἔχω (have)	93%	0%	7% (ἐγὼ χρεωστῶ)
2. Repayment clauses using ἔχω …παρασ[χ]εῖν σοι (I …will repay)	50%	29%	21%
3. Acknowledgement clause using στοιχεῖ μοι (I am satisfied)	64%	14%	21%
4. Dating clause, stipulation clause, *kyria* clause	0%	0%	0%

The importance of the consistency of clauses is that it demonstrates that these short-form documents used an established format that existed from Upper Egypt to Nessana. The form is attested from the early sixth century and appears from the available documents to have become more widely used in the late sixth century. The lack of a dating clause other than indictional dating must mean that it was designed for notaries or scribes who were not able to keep up with changes to regnal dating. The lack of a stipulation clause and *kyria* clause must mean that they were felt to be unnecessary. The use of Aurelius and Flavius has largely fallen away, although the professions of the parties are often stated. The interest rate is higher than the legal imperial rate, although no higher than the actual prevailing rate used by most people in this period of time, which was twelve to twelve and a half per cent. Moreover, as will be seen in the next chapter, these simplified forms are very similar to the Coptic debt acknowledgements, and tell us something about the shift in language and formats.

D. What do the Greek Debt Acknowledgements tell us?

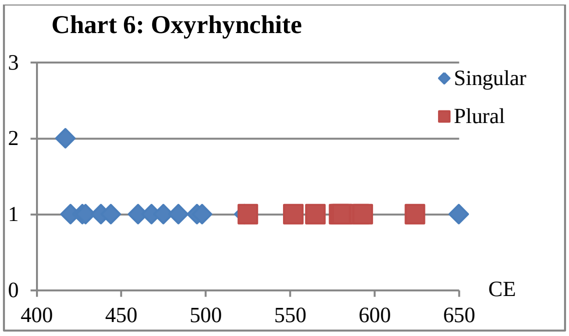
The format of the Greek long form debt acknowledgement was remarkably stable from the fifth through seventh centuries. Although there were regional and notarial wording differences, the overall configuration of the document remained largely the same over time and in several different regions. The same six sections persisted in the same order, with many clauses common to all the regions in which they were found. The majority of the notaries for the long form debt acknowledgements kept up with changes to the dating protocols. They routinely used the same general clauses for creditor protection, *praxis* clause, debtor acknowledgement, stipulation and execution. This format and general wording was the same from Nessana to Syene, indicating that it was likely at least an east Levant, if not a Mediterranean, format.

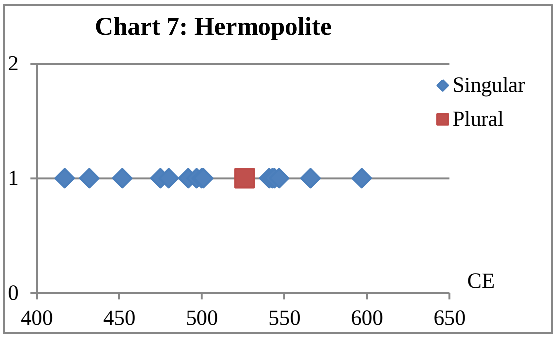
Not only was the format very stable, but the notaries kept up to date with wording changes. We have already discussed the adoption of regnal dating, as decreed by Justinian I. Another interesting example concerns the εἰς ἰδίαν μου καὶ ἀναγκαίαν χρείαν (for my own and pressing need) clause. It is sufficiently attested that the process of adoption of changes to clauses can begin to be seen. In the mid-sixth century, the pressing need clause shifted from the singular (εἰς ἰδίαν μου καὶ ἀναγκαίαν χρείαν) to the plural (εἰς ἰδίας μου καὶ ἀναγκαίας χρείας).[483] This plural version was not related to the number of debtors, and continued to use the singular form of the word for 'my' needs. The first loan in which this plural version of the clause is attested came from Alexandria

[483] F. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods, vol. 1 Phonology* (Milan, 1977), 131-132, notes that there are examples in the papyri in which the final ς or ν of a word are interchanged. However, this appears to be the result of scribal error or confusion. The change from the singular to the plural in the case of the pressing need clause appears to be a conscious decision to use a plural form rather than the result of occasional scribal error.

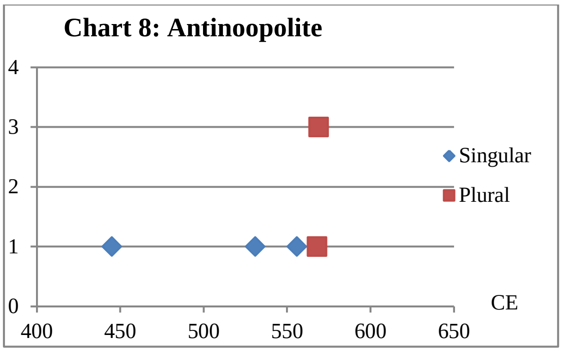
and is dated to 499.[484] Earlier loans from Alexandria had used the singular (ἀναγκαίαν χρείαν) version of the clause.[485] The plural version of the clause then appeared in Oxyrhynchus[486] and Hermopolis[487] in the 520s, in Arsinoe in the 530s,[488] in Antinoopolis in the 560s,[489] and in Nessana[490] in the 570s. All of these locations but Nessana are attested as having previously used the singular form, and for Nessana, we lack documents other than fragments before this time. The clause also appears in Constantinople in 541.[491] Because of the sporadic way in which the papyri documents have come to us, these dates do not necessarily indicate when the clause was first used in a specific location. As can be seen from the following charts, we lack documents from the first quarter of the sixth century that might help to pin down the date of change more precisely. However, some interesting patterns emerge if we look at the clauses for the four nomes or sites with the largest number of extant loan documents: Oxyrhynchite, Hermopolite, Arsinoite, and Antinoopolis.

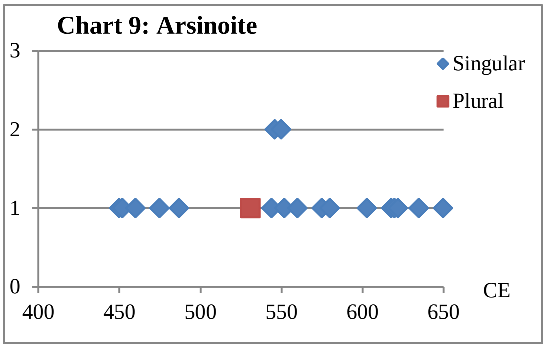
Charts 6-9: Singular and Plural Pressing Need Clauses





[484] P. Oxy. LXIII 4395 (499).
[485] SPP XX 114 (421).
[486] The Oxyrhynhus loan, PSI VIII 964 (520/1, 535/6, 550/1), was executed by Philoxenus. The editor for PSI VIII 964 noted that it was unclear whether this was the same scribe as that for P. Oxy. I 133 and I 140. If it is, the document should be dated to 550/1. In that case, the Oxyrhynchus loan, SB XVI 12472 (525/6), is the earliest loan with the plural form.
[487] BGU XII 2188 (526), which does not contain the portion of the document identifying the scribe.
[488] SPP XX 139 (531), drafted by Samba who may also have written P. Ross. Georg. V 36 (VI).
[489] P. Cair. Masp. II 67162 (568) and P. Mich. XI 607 (569).
[490] P. Ness. 26 (570), P. Ness. 28 (after 472), and P. Ness. 46 (605).
[491] P. Cair. Masp. II 67126 (541).





As can be seen, the Oxyrhynchite nome used the singular version of the clause until 525 or 526. It then used the plural version until the mid-seventh century, when it appears to have returned to the singular version. Both the Hermopolite and Arsinoite nomes have the one loan each using the plural version, and otherwise used the singular version. The notary for the Hermopolite document is unknown. The notary for the Arsinoite document is Samba, who is not clearly identified with another document. Antinoopolis used the singular form until at least the 530s, and then there are several loan documents dated to the late 560s, all of which are part of the Dioscorus archive and all use the plural form. There are no extant loans from Antinoopolis using the pressing need statement, either singular or plural, after 570, so we do not know what happened thereafter.

The pressing need statement served several functions in the loan document. Women, for example, were generally prohibited from interceding in a loan unless it was for their own benefit.[492] Thus the pressing need statement in a contract with a woman as a debtor would help establish the fact that the woman had benefitted from the loan and therefore her property was liable for its repayment. In addition, Roman law tended to look equitably at the ultimate beneficiary of a loan, and where a loan was taken for the

[492] D.16.11 Paul, Edict, book 30: If a woman receives money for her own use, but with the intention of lending it to others, there is no place for the *senatus consultum*; for otherwise no person will contract with women because he cannot know what they might do. There were exceptions in which a woman could pledge her property or be a surety on a contract to save a father from judgment (D.16.1.21.1), where she was a surety to provide a dowry for her daughter (CIC.4.29.12) or where she had deceived the creditor.

benefit of other parties, to look to them for at least partial repayment.[493] The inclusion of a pressing need clause would help to establish the fact that the acknowledged debtor was taking the loan for his own needs, and therefore was the beneficiary of the loan and fully liable. This clause is generally not found in advances of money, in which the debtor accepts a loan and promises to work for the creditor.[494] It is also not found in contracts in which the loan represents an underlying debt for past due rent.[495] The underlying nature of the agreement (for future work or to repay a debt founded on other document or relationship) made the clause unnecessary.

What, then, does this change in the pressing need clause mean? The timing of the adoption of the plural clause, first in Alexandria and then south, indicates that it was likely in use in Alexandria first and then was picked up in the major cities of Egypt. It was also found in Nessana, which indicates that it probably originally came from Constantinople, although we only have the Constantinopolitan loan of 541 for verification that it was even used in Constantinople.[496] The plural clause is not widely attested in the Arsinoite or Hermopolite nomes, but was commonly used in the Oxyrhynchite nome. It is also attested in Antinoopolis and Herakleopolis.[497]

The change from a singular clause to a plural clause was probably the reaction to a court case or rescript in which the argument revolved around whether there was one need or multiple needs, causing the notaries and scribes to try to address this by having the debtor acknowledge 'all' of his pressing needs. Raphael Taubenschlag connected this clause with a legal change given to bankers in 535 which prohibited debtors from

[493] See, for example, *Corpus Iuris Civilis*, translated by F. Blume and edited by T. Kearley, found at http://www.uwyo.edu/lawlib/blume-justinian/, sections 4.2.12 and ft. 4 to 4.2.13.
[494] An advance which uses the clause is P. Grenf. I 59 (V-VI).
[495] See, for example, BGU XII 2185 (512), P. Lond. V 1772 (VI), P. Herm. 65 (553/4) and P. Lond. V 1766 (539).
[496] P. Cair. Masp. II 67126 (541).
[497] See SB XX 14643 (V), P. Erl. 67 (591), SB XX 15092 (VII), but the majority of the usage is in the singular: P.SPP XX 90 (416), SPP XX 123r (445), CPR XIX 39 (542/557), P. Koeln. III 158 (599), P. Horak 27 (603-4), P. Erl. 68 (VII).

questioning the details of an overall sum of money advanced to them when they had approved the total but not signed for each constituent amount.[498] This explanation, however, does not explain the use of the plural form before 535, when the decree was issued. It is likely, however, that the change from the singular form to the plural form was the result of a legal change of some sort.

A similar, although much less well-attested situation, exists with regard to the clause διὰ χειρὸς ὑμῶν εἰς χεῖρας μου (from your hands into mine). This clause appears to be a development from an earlier clause διὰ χειρὸς ἐξ οἴκου σου (from your hand and house). The earlier clause starts to disappear in the second half of the sixth century. The later clause, διὰ χειρὸς ὑμῶν εἰς χεῖρας μου (from your hands into mine), is first attested in a loan from Constantinople in 541, and then is attested in Egyptian debt acknowledgements in Hermopolis in 548, in Antinoopolis in 568, in Oxyrhynchus in 574, and in Herakleopolis in 598.[499] There are far fewer extant examples of this clause, but the pattern is suggestive of the same process of change as that of the pressing need clause.

If it is correct that clauses were spread from Constantinople and the larger cities to the smaller cities and more rural areas, then this raises the question of how. With regard to the process of legal communication, we know that both the Theodosian Code and the Justinianic Code provided detailed instructions for the communication and storage of the Codes.[500] The later adoption by many western post-Roman kingdoms of parts of the Theodosian Code is good evidence of the success of its publication.[501] Justinian I was also very successful in his communications of legal changes. His requirement for regnal dating was adopted over a period of about twenty years after it was promulgated in both

[498] Raphael Taubenschlag, *The Law of Greco-Roman Egypt in the Light of the Papyri, 332 B.C. – 640 A.D., 2nd Ed.* (Warsaw, 1955), pp. 348-349.
[499] See Table 6.
[500] For the Theodosian Code, see Clyde Pharr, with Theresa Davidson and Mary Brown Pharr, *The Theodosian Code and Novels and the Sirmondian Constitutions* (New York, 1969, 1952), p. 11-12.
[501] Jill Harries, "Roman Law Codes and the Roman Legal tradition," in John Cairns and John du Plessis, *Beyond Dogmatics: Law and Society in the Roman World* (Edinburgh, 2007), pp. 85-105 at pp. 94-5.

Egyptian and Gazan papyri. His awareness of the need for prompt communication of legal changes can be seen in his Novel 66, in which he provided that legal changes were required to be sent to all the provinces, and from there to all metropolitans and other cities, and enrolled in the public records "to make it known to all, so that the notaries (tabelliones) and our subjects should know its contents (within that time), and be able to observe it."[502] We also know that notarial practice documents have been found,[503] indicating that notaries had access to certain legal forms and practiced copying them.

Finally, we know that Dioscorus of Aphrodito had in his archive a copy of a loan dated 541 from Constantinople involving his father (who died around 547/8) and cousin that contained the plural form of the clause, but he did not adopt the plural form for his own debt acknowledgements until 568. This would imply either that the 541 loan was being held by someone else until then, or that something else triggered his use of the plural clause. Dioscorus moved from Aphrodito to Antinoopolis around 565 or 566, and became part of the notarial staff of the *dux* shortly thereafter. He did one debt acknowledgement in Antinoopolis with the singular form, and then four others in Antinoopolis with the plural form. The timing of his change from the singular to the plural clause suggests that he became aware of the change once part of the notarial staff.

The relatively small numbers of documents adversely affects the confidence of what can be said, but it is clear that there was a communication process for legal changes. These changes are attested earlier in Alexandria than in cities further south. Alexandria is attested using the plural form of the pressing need clause in 499. The Oxyrhynchite, Hermopolite and Arsinoite nomes appear to have adopted the plural version during the

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[502] See, for example, Justinian I's Novel 66 c.1 (538), which made constitutions issued after this Novel effective two months after being publicised, trans. by Fred Blume and Timothy Kearley and found at: http://www.uwyo.edu/lawlib/blume-justinian/ajc-edition-2/books/book1/book%201-56rev.pdf (accessed May 19, 2015).
[503] For a recently published example of a model text for the dating clause used at the time of Phocas, see Benaissa (2014), pp. 196-208, at pp. 204-206.

first quarter of the sixth century, if not earlier. The clause in Antinoopolis, capital of the Thebais province, is first attested around 568, but we are limited in that we have only Dioscorus' archive for the documents in this period. The clause then reverted back to the singular form in the Hermopolite and Arsinoite nomes, but not in the Oxyrhynchite nome. Usage is mixed in Apollonopolis Heptakimias and Herakleopolis. The longevity of these changes thus appears to be at least partially based on local acceptance. It is also possible that a later legal change repealed the requirement for the plural form, in which case Oxyrhynchus (but not Hermopolis or Arsinoe) chose to retain the plural form. This happened with other changes, such as for the repeal of a requirement to specify that a pledge of property covered both current and future property.[504] Although some locations such as Constantinople, Nessana and many documents belonging to the Dioscorus archive, continued to specify both current and future property, probably under the theory that the language may have been redundant but could not hurt;[505] most other locations did not.[506] This is important because it demonstrates firstly that there was an effective imperial communication process, and secondly, that local acceptance was a factor in the retention of a clause.

By way of contrast, the middle to late sixth century was also the time in which the short form debt acknowledgment was developed and more Coptic words began to be used in the Greek documents. The short form documents saw the elimination of the regnal and consular dating clauses, stipulation clauses, *kyria* clauses, and the use of the nomen

[504] C.J. 8.16.9 (414).
[505] P. Oxy. LXIII 4394 (494, Alexandria), BGU XIX 2836 (late V, Hermopolis), SB VIII 9770 (511, Arsinoite), P. Jena II 17 (515, Hermopolite), SPP XX 139 (531, Arsinoe), BGU XII 2197 (537/8, Hermopolite), P. Cair Masp II 67126 (541, Constantinople), P. Cair. Masp. I 67127 (544, Aphrodito), P. Herm 65 (553/4, Hermopolis), P. Lond. V 1717 (560-73, Aphrodito), P. Mich. XI 607 (569, Antinoopolis), P. Cair. Masp. II 67163 (569, Antinoopolis), P. Lond. V 1716 (570, Antinoopolis), P. Ness. 26 (570, Nessana), P. Ness. 27 (570-71, Nessana), P. Koeln III 156 (582-602, Antinoopolis), P. Ness. 46 (605, Nessana), P Ness. 147 (early VII, Nessana), and P. Amh. II 151 (610-19/629-641, Hermopolis).
[506] See for example, CPR XIX 10 (522), P. Amh. II 149 (VI), P. Oxy. XVI 1970 (554), P. Oxy. LXIII 4398 (553), P. Iand. III 48 (582), and P. Oxy. LXVI 4535 (600).

Aurelius. Dioscorus' archive sheds light on these as well because he used both long and short form documents. From his usage, it appears that the short form was used for less sophisticated documents, perhaps for clients with less money. The fact that these documents were in use from Nessana to Pathyris with standard language suggests that an established format was distributed.

In this regard, the Formulary of Marculf contains several debt acknowledgments from seventh-century Merovingian Gaul.[507] The debt acknowledgment at Book II.26 is as follows:

> A to his lord B. It is established that I received from you, as I did receive, and that I owe [you], as I do owe [you], *n solidi*, in exchange for which *solidi* I promise that, for as long as I keep them, I will give back to you a third of every *solidus* each year. And if I refuse to do this or appear negligent in this matter, I promise to give back to you twice [the value of] the loan. And when I can return your *solidi* from my property, I will recover this security from you.[508]

This document is very similar to the Greek short form debt acknowledgments. It is written in a subjective fashion, from the debtor to the creditor. It contains a statement by the debtor that he has received a specified number of solidi from the creditor. The debtor then promises to repay the amount with interest. The amount of interest is higher than was normal in Egypt or Nessana for a cash loan. There is no specific repayment date, but interest continues as long as the debt is unpaid, which is similar to the Greek loans providing for payment at the demand of the creditor. A penalty of twice the debt is incurred if payment is late. And as in Egypt, the debt acknowledgement form is returned to the debtor or cancelled when the debt is paid.

By way of another example, the debt acknowledgment at Book II.25 states that:

> To my lord A, [from] B. Since at my request and to provide for my necessity, your kindness agreed to lend us a pound of silver out of your property for our benefit (ft. deleted), I therefore promise by this bond of security that I will

[507] Rio, *Formularies of Angers and Marculf.*
[508] Ibid, p. 209.

> return this silver to you on the next Kalends of C. If I have not done this when the appointed day of my *placitum*[509] has passed, on the next day, you or your heirs, or whoever you will have given this security to enforce, will obtain a penalty of twice [that amount] from me or my heirs. Security made here, on day *x,* in year *y.*[510]

Again, we see a subjective document from the debtor to the creditor. This document emphasizes that the loan was made for the need of the debtor, a statement familiar from the Greek documents. There is a promise to repay on a specific date. No interest is mentioned, but this document appears to anticipate a short-term loan. In the Greek documents, there was often no interest in short-term loans. It is also possible that customary interest was implicit. Finally, there is a penalty of twice the loan principal if it is unpaid after a hearing on the matter, and a dating clause that is similar to that of the Greek short form documents, but without indictional dating.

Both of the formulary documents assume that the creditor will be the lord of the debtor. This may be because the formulary was written for use in a court environment. A few of the Greek debt acknowledgments were written with this kind of terminology (to my lord),[511] but most were not although they would use the creditor's honorific title, if he or she had one. Otherwise, these are very similar documents and tend to show that very similar simplified debt acknowledgment formats were in wide use in the Roman world in the seventh century.

[509] A medieval public court or hearing.
[510] Rio, *Formularies of Angers and Marculf,* p. 210.
[511] See, for example, BGU I 314 (630).

Chapter III – The Coptic debt acknowledgements

A. Introduction

Coptic is the written Egyptian vernacular language that developed in the third century, with roots going back to the first century CE.[512] It continued in common use through to the tenth century and for religious use thereafter.[513] Although it was originally used for religious texts and letters, it began to be used for legal documents in the second half of the sixth century. After the Persian and Arab conquests of the early seventh century, it became the principal language in Egypt for personal legal documents until replaced by Arabic in the ninth and tenth centuries.[514] Greek, which had been the principal language of personal legal documents, was then used for administrative government purposes until replaced by Arabic by the ninth century.

Several dialects developed in Coptic, including Sahidic, Bohairic, Akhmimic, Lycopolitan and Fayyumic. These dialects developed geographically; with Akhmimic and Lycopolitan used in Upper Egypt, Fayyumic in Middle Egypt and Bohairic in the Delta. Sahidic (which first developed in the Shmoun-Hermopolis area) became a neutral dialect used throughout Egypt, and eventually the dominant form. Most of the loan documents in the sixth and seventh centuries use the Sahidic dialect, although there are several loans

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[512] See the discussion by Helmut Satzinger, "The Old Coptic Schmidt Papyrus," *Journal of the American Research Center in Egypt* 12 (1975), pp. 37-50, concerning a first century papyrus written in a mix of Old Coptic and Demotic.

[513] For general information, see Sarah Clackson, "Papyrology and the Utilization of Coptic Sources," in Petra Sijpesteijn and Lennart Sundelin, eds., *Papyrology and the History of Early Islamic Egypt* (Leiden, 2004); Sarah Clackson, "Coptic or Greek? Bilingualism in the Papyri," in Arietta Papaconstantinou, ed., *The Multilingual experience in Egypt, from the Ptolemies to the Abbasids* (Farnham, 2010), pp. 73-104; Tonio Sebastian Richter, *Rechtsemantik und forensische Rhetorik : Untersuchungen zu Wortschatz, Stil und Grammatik der Sprache koptischer Rechtsurkunden*, 2nd Ed. (Weisbaden, 2008); and Leslie MacCoull, *Coptic Legal Documents, Law as Vernacular Text and Experience in Late Antique Egypt* (Tempe, Arizona, 2009), which on p. xxivi states: "In the way that English is a Germanic language with a vocabulary that is heavily Latin, Coptic is a 'Hamitic' or Afroasiatic' language with a vocabulary that is almost one-third Greek loanwords. Coptic developed a legal register that was indeed heavily Greek…. Code-switching went on within the text of any given individual document; registers too were switched, often between a solemn scriptural register for the 'arenga'(rhetorical-narrative introduction) or *prooomoin* and a more colloquial one for the details of a family narrative."

[514] See Bagnall (2011), pp. 75-94; Fournet (2009).

from the Fayyum that use the Fayyumic/Akhmimic dialect.[515] The principal differences among the dialects lie in the use of vowels, some consonant changes and some vocabulary differences. The basic structure of the language is the same. Coptic uses the Greek alphabet with the addition of six additional letters taken from Egyptian (Demotic) that represent sounds not used in Greek.[516] In this way, it is similar to Bulgarian and other languages that adopted the Greek alphabet with the addition of letters to reflect sounds foreign to Greek. Coptic uses a high percentage of Greek loan words, especially in religious and legal documents, as will be seen.

The dating of the Coptic debt acknowledgements is problematic because they only use indictional dating. Some can be more specifically dated using internal clues, for example, a reference to known and dated individuals.[517] Others can only be dated generally through use of specific clauses. Leslie MacCoull believed that the choice of Coptic for legal documents much predated Arab conquest, commencing in the mid-sixth century.[518] She based her position on the existence of the few available securely dated documents before 600 and on work done in identifying scribal hands and prosopography. Bagnall and Worp, however, rejected her position, stating that with the exception of a few documents found in the archives of Dioscorus (from Aphrodito and dating from 540-585), Patermuthis (from Syene and dating from 573-613), and Pachynios (from Panopolis and dating from 607-613), almost all Coptic legal documents, including debt

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[515] P. Mich. Copt. 19 (Fayyum, VII), CPR IV 61 (probably Fayyum, VII), CPR IV 86 (Fayyum, VII), and CPR IV 89 (Fayyum, VII).

[516] For an introduction, see Thomas Lambdin, *Introduction to Sahadic Coptic* (Macon, Georgia,1983); Bentley Layton, *Coptic in 20 Lessons, Introduction to Sahidic Coptic with Exercises and Vocabularies* (Leuven, 2007), pp. 1-10. The definitive dictionary used for Coptic is W.E. Crum, *A Coptic Dictionary* (Oxford, 1939). See also MacCoull (2009), p. xxiii-xxix.

[517] See, for example, CPR IV 90 (Hermopolite?, 595/6), which contains an oath to the Emperor Maurice; and Förster, Fournet and Richter (2012) for a Coptic lease dated to 580-590 because it is part of the Dioscorus archive.

[518] Leslie MacCoull, "Dated and Datable Coptic Documentary Hands before AD 700," *Museon* 110 (1997), pp. 349-366; Leslie MacCoull, "P. Mich. Inv. 6898 Revisited: A Sixth-Century Coptic Contract from Aphrodito," *ZPE* 141 (2002), pp. 199-203.

acknowledgements, post-date the Persian and Arab conquests.[519] They base their position on the legal requirement for regnal dating mandated by Justinian's Novel 47 of 537, the prior legal requirement for consular dating, and the careful maintenance of consular and regnal dating by most Greek notaries except during major disturbances. From the facility with which many notaries maintained consular and regnal dating and the relative scarcity of securely dated documents without consular or regnal dating prior to the conquests, they firmly date all documents with dating clauses lacking regnal or consular dating (except where there is clear evidence to the contrary) to either during Persian conquest or post-Arab conquest.

Understanding when Coptic began to be used for personal legal documents is critical to understanding the cultural and legal environment of Egypt in the century before Arab conquest. If Coptic came into routine use only after the Persian and Arab invasions, then this can be seen as reaction to the failure of the Empire to protect Egypt from the invaders and a decision by the people that it was unlikely that they would be appealing through the Greek legal system. If, however, Coptic legal documents were coming into use alongside Greek documents during the last half of the sixth century, then a different explanation must be sought for the expanded use of Coptic. The invasions in that case may have caused a decline in the use of Greek, but were not the immediate cause of the expanded use of Coptic.

There are fifty-seven Coptic debt acknowledgements, which are important in themselves, but which also provide the key to this problem. As I will demonstrate in this chapter, Coptic debt acknowledgements contain very specific clauses with mixed Coptic-Greek vocabularies, which were established and in use in the few documents which can be accurately dated to the late sixth or very early seventh centuries. The documents

[519] Bagnall and Worp (2004a), pp. 105-109; Klaas A. Worp, "Two Further Chronological Notes on Byzantine documents," *ZPE* 151 (2005), pp. 153-158; Bagnall (2011), pp. 77-94.

known to have been written pre-conquest do not use the Greek regnal or consular dating formats that permit accurate dating for the Greek long form documents. In fact, nothing distinguishes the documents that we know were written before the Persian and Arab conquests from those believed to have been written thereafter, except that the former contain some internal clues for an earlier dating. Because the clauses were established and in use by the late sixth century, there is no reason to assume that all Coptic legal documents, with the few noted exceptions, were created during or after the Persian and Arab invasions. The evidence supports a period in the sixth century in which both Greek and Coptic debt acknowledgements, with set formats, were in use. The Greek personal legal documents then dry up after Persian and Arab conquests. My discussion in this chapter concerns documents with a provisional dating of the sixth and seventh centuries.

B. The Coptic Debt Acknowledgements

The Coptic debt acknowledgements contain many similar clauses to the Greek documents, especially the Greek short form *cheirographs*. I will use the same methodology as I did with the Greek documents, and examine the Coptic documents, clause by clause. Some Coptic documents use superlineal strikes and trema (diaeresis) symbols. A superlineal strike is a line drawn over certain consonants that have a syllabic reading.[520] It is optional and occurs most often over the letters ⲃ, ⲗ, ⲙ, ⲛ, and ⲣ. The trema (¨) is sometimes written over ⲓ or ⲩ, with, as Layton stated, no apparent meaning.[521] Some documents and their editors use these markings; others don't. I follow the editors of each text when specifically discussing the language of that text. A sample document follows.

[520] See the discussion in Layton (2007), p. 5.
[521] Ibid.

Table 12: Sample Coptic Debt Acknowledgement

Coptic Transcription	CPR IV 74 (VII c)[522] Clause Identification	English Translation
† [ⲁⲛ]ⲟⲕ ⲙⲁⲣⲕⲟⲥ ⲡϣ ⲛ̄ⲡⲙⲁⲕⲁⲣⲓⲟⲥ ⲡⲁⲩⲗⲟⲥ ⲡⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲉⲓⲥϩⲁⲓ ⲛ̄ⲡⲣⲱⲙ ϩⲧⲟ ⲗ̄.... ⲣⲟ . ⲉ ⲡϣ ⲛ̄ⲁⲡⲁ ⲕⲟⲗⲑⲉ ⲡⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲟⲛ ϫⲉ	Identification of parties	I, Markos, son of the blessed Paulos, from Schmun, write to the Cavalryman (?) ...., son of Apa Kolthe, also from Schmun:
ⲧⲉⲓⲭⲣⲏⲱⲥⲧⲓ ⲛⲁⲕ ⲕⲁⲑⲁⲣⲟⲥ ⲕⲩ ⲁⲡⲟⲕⲣⲟⲧⲟⲥ ⲛ̄ [ⲟⲩ]ϩⲟⲗⲟⲕⲟⲧⲧⲛ̄ ⲛ̄ⲛⲟⲩϥ ⲛ̄ϫⲟⲩϫⲟⲙⲧⲉ ⲛ̄ⲕⲩⲣⲁⲧⲓⲛ [--------ϩ]ⲛ̄ ⲛⲟⲩⲱϣ ⲙ̄ⲡⲛⲟⲩⲧⲉ ⲧⲓⲟ ⲛ̄ϩⲉⲧⲉⲙⲟⲥ ⲧⲁⲧⲁϥ ⲛⲁⲕ ⲙⲛ ⲧⲉϥⲙⲉ[ⲥⲉ] – ϣⲁ ⲥⲟⲩⲁ ⲛⲡⲁⲟⲡⲉ ⲛ̄ⲇⲉⲥⲥⲁⲣⲁⲕⲉⲧⲉⲕⲁⲧⲉⲥ ⲛ̄ⲧⲉⲕⲇⲓⲁⲛⲓⲥ ⲉⲣⲉ	Acknowledgement of debt Promise to repay Pledge of property	I owe clearly and without dispute one gold solidus of 23 carats. Now, God willing, I will readily repay it with its interest up to 1 Phaophi of the fourteenth indiction, for which all of my property is liable.
ϩⲱϥ ⲛⲓⲙ ⲉⲡⲱⲓ ⲡⲉ ϩⲉⲛⲟⲕⲓⲥⲑⲉ ⲛⲁⲕ - ⲉⲓⲱⲣⲕ̄ ⲉⲡⲛⲟⲩⲧⲉ ⲡⲡⲁⲛⲧⲟⲕⲣⲁⲧⲱⲣ ⲙⲛ̄ ⲡⲉⲩϫⲁⲓ ⲛ̄ⲛ̄ϫⲓ ⲥⲟⲟⲩⲉ ⲛⲉⲛⲣⲱⲟⲩ ϫⲛ̄ⲛⲉⲓϣ	Oath to God	I swore to God the all-powerful, and my salvation from the Lord, that for this, I had this guarantee written, nothing will cause me to disregard it.
ⲡⲁⲣⲁⲃⲁ ⲛ̄ⲛⲉⲧⲥⲉϩ ϩⲛ̄ ⲧⲉⲓ ⲁⲥⲫⲁⲗ[ⲉⲓ]ⲁ - ⲉⲣⲉⲧⲙⲉⲥⲉ ⲇⲉ ⲉⲡ ϫⲓⲛⲉ ⲥⲟⲩ ⲙⲛ̄ⲧ ⲯⲓⲥ ⲛⲙⲉⲥⲟⲣⲉ ⲛⲧⲉⲓⲣⲟⲙⲡⲉ ⲛ̄ⲟⲩⲱⲧ ϣⲁⲛⲧⲉⲓⲡⲗⲏⲣⲟⲩ ⲙ̄ⲙⲟⲕ ⲛ̄ⲁⲧϩⲁⲡ ⲛ̄ⲁⲧⲛⲟⲙⲟⲥ ⲛ̄ⲁⲧⲗⲁⲁⲩ ⲛ̄ⲁⲙⲫⲓⲃⲟ	Interest Promise of no objection or litigation	The interest runs from 19 Mesore of this same year, until I satisfy you, without judgment or lawsuit or any objection.
ⲗⲓⲁ - ⲉⲩⲱⲣϫ ⲛⲁⲕ ⲟⲩⲛ ⲁⲓⲥⲙ̄ⲛ ⲧⲉⲓⲁⲥⲫⲁ[ⲗⲉⲓ]ⲁ ⲛⲁⲕ ⲉⲓϩⲉⲡⲟ[ⲕⲣⲁⲫ]ⲉ ⲉⲣⲟⲥ ϩⲛ̄ ⲧⲁϭⲓϫ ⲁⲩⲱ ⲁⲓⲕⲱⲣϣ̄ ϩⲓⲛⲕⲓⲏⲗⲉⲩⲑⲉ[ⲣ]ⲟⲥ ⲁⲩϩⲉⲡⲟⲕⲣⲁⲫⲉ		For your safety I have had this guarantee written, and subscribed with my own hand and have also asked respectable (people) to subscribe.
ⲉⲣⲟⲥ † ⲁⲛⲟⲕ ϣⲉⲛⲟⲩⲧⲉ ⲡⲓⲉⲗⲭ/ [ⲛⲁ]ⲛⲁⲅⲛⲱ ⲡϣⲉ ⲛ̄ⲭⲣⲓⲥⲧⲟⲇⲱⲣⲟⲥ ⲡⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲧⲓ[ⲟ ⲛ]ⲙⲛ̄ⲧⲣ[ⲉ	Witness	(2nd hand) I, Shenoute, the most humble ἀναγνωστης, son of Christodoros, from Schmun, I am witness to this guarantee.
ⲉ]ⲧⲓⲁⲥⲫⲁⲗⲉⲓⲁ † ⲁⲛⲟⲕ ϣⲉⲛⲟⲩⲧⲉ [ⲡϣⲉ ⲛⲡⲙ]ⲁⲕⲁⲣ[ⲓ]ⲟ[ⲥ ⲑ]ⲉⲟⲇⲱⲣⲉ ⲡⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲧⲟ ⲙⲙⲛ̄ⲧⲣⲉ	Witness	(3rd hand) I, Shenoute, son of the blessed Theodore, from Schmun, I am witness.

[522] Translation from Walter Till, *Die Koptischen Rechtsurkunden der Papyrussammlung der Österreichischen Nationalbibliothek* (Wein, 1958), p. 70-71. The translation into English is mine.

As can be seen, there is no dating clause with consular and regnal dating. There are six Coptic debt acknowledgements in which a vestigial opening statement remains, providing ‘In the name of God’ or ‘In the name of the Father, Son and Holy Ghost,’[523] but there are no Coptic debt acknowledgements with consular or regnal dating. The Coptic dating clause is generally part of the execution section, and will be discussed as part of that section. The Coptic debt acknowledgements normally contain the following sections:[524]

1) an identification of the parties;
2) an acknowledgement of receipt of the money or property;
3) a promise to repay, either specifying interest or not, and either specifying payment of a date certain or payment on demand;
4) creditor protection clauses, including a promise not to object or delay, and sometimes a pledge of the debtor’s property as security, oaths or penalties for non-performance; and
5) execution clauses, which generally include the dating clause, an acknowledgement by the debtor that he or she is satisfied with the terms of the agreement at the end of the documents, a notarial identification clause, and sometimes witnesses.

Many of the common clauses of the Greek long form debt acknowledgements, such as the regnal dating and stipulation clauses, are not found in the Coptic documents. In this

[523] CPR IV 61 (VII) ⲙⲡⲗⲉⲛ ⲙⲡⲛⲟⲩⲧⲓ (in the name of God); CPR IV 86 (VII) ϩⲉⲛ ⲡⲗⲉⲛ ⲉⲡⲛⲟⲩⲧⲓ ⲛϣⲁⲣⲉⲛ (in the name of the saviour god); CPR IV 89 (VII) [† ϩⲙ ⲡⲗⲉⲛ ⲙⲛ]ⲛⲟⲩⲧ (in the name of god); P. Mon. Apollo 41 (VII) ⲉⲛ ⲡⲣⲁⲛ ⲛⲡ[ⲛ]ⲟⲩⲧⲉ (in the name of god); P. Mich. Copt. 19 (VII) † ϩⲉ ⲡⲗⲉⲛ ⲡⲛ[ⲟ]ⲩⲧ ⲛϣⲁ[ⲣ]ⲡ (in the name of the savior god) and P. Mon. Epiph. 92 (VII) ϩⲙ ⲡⲣⲁⲛ ⲙⲡⲉⲓⲱⲧ ⲙⲛⲡϣⲏⲣⲉ ⲙⲛⲡⲉⲡⲛⲁ ⲉⲧⲟⲩⲁⲁⲃ (in the name of the father, son and holy ghost). The documents from Fayyum (P. Mich. Copt. 19, CPR IV 86 and 89) plus one from an unknown location use the word ⲡⲗⲉⲛ rather than ⲡⲣⲁⲛ for the name. The documents from the monasteries of Apa Apollo and Apa Epiphanius use ⲡⲣⲁⲛ. Two documents from the Fayyum (P. Mich. Copt. 19, CPR IV 86) use the term ⲛϣⲁⲣⲉⲛ (savior), although they spell the term differently.

[524] Anneliese Biedenkopf-Ziehner prepared an excellent introduction to the Coptic debt acknowledgement clauses, published in *Koptische Ostraka, Band 1, Ostraka aus dem Britischen Museum* (Weisbaden, 2000), pp. 35-57. She divided the clauses into sixteen categories: Invocatio, Einleitungsformel, Corpuseinleitung, Bekenntnisformel, Schuldigkeitsformel, Verpflichtungsformel, Strafformel, Sicherheitsformel, Abstandsformel, Bürgenformel, Stipulation, Subscriptio des Urkundenausstellers, Datum, Schreibhelferformel, Zeugensubscriptio und Completio. I found that her division was too complex to use for larger numbers of documents, so I divided the clauses by function similar to that done for the Greek documents. My division is closer to that used by Alain Delattre, *Papyrus coptes et grecs du monastère d'apa Apollô de Baouît conservés aux Musées royaux d'Art et d'Histoire de Bruxelles* (Bruxelles, 2007), p. 244, except that I combined clauses of good faith and oaths into a section on creditor protection, and the clauses for the debtor signature, witnesses, notarial clause and dating clause into a section on execution. This also permitted me to compare equivalent clauses in the Greek and Coptic loans.

respect, the Coptic documents are much closer to the Greek short form documents. Each of the principal sections will be discussed in more detail.

B.1 Identity of the Parties

With two exceptions, every Coptic debt acknowledgement begins with essentially the same language. An example of that language is ⲁⲛⲟⲕ ⲫⲓⲃ ⲡϣⲉ ⲛϩⲁⲧⲣⲉ ⲡⲣⲱⲙⲉ ⲛⲟⲩⲁⲛ ⲛⲉϣⲟⲟⲥ ⲉⲓⲥϩⲁï ⲛⲛⲁⲡⲁ ïⲱϩⲁⲛⲛⲏⲥ ⲡⲇⲓⲁⲕⲟⲛⲓⲧⲏⲥ ⲛϣⲙⲟⲩⲛ... (I, Phib, son of Hatres, from Pouannesheis write to Apa Ioannes, deacon of Schmun).[525] The format is subjective. The debtor or debtors, usually identified by their name and their father's and sometimes mother's name and residence, write to the creditor, also identified by father and sometimes mother, and residence. Sometimes an occupation is provided. An example of this is:

> ⲁⲛⲟⲕ ⲁⲛⲟⲩⲧⲉ ⲡϣ[ⲉ ⲛⲫⲟⲓⲃⲁⲙⲙⲱⲛ ⲧⲉϥⲙⲁⲁⲩ ⲧⲉ (?)] ⲙⲁⲣⲧⲏⲣⲓⲁ ⲡⲟⲩⲟïⲉ ⲡ[ⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲉⲓⲥϩⲁⲓ ⲛ] ïⲁⲛⲛⲁⲕⲉ ⲡϣⲉ ⲛⲛⲙ[ⲁⲕⲁⲣⲓⲟⲥ +/- ⲡⲣⲱⲙⲉ ϣⲙⲟⲩⲛ ⲟⲛ...
>
> I, Anout, son of Phoibammon, whose mother is Martha, farmer, from Schmun write to Iannake son of [name missing] of blessed memory also from Schmun.[526]

This format is used in the Hermopolite nome (see previous examples), and also in Thebes,[527] Koptos,[528] Elephantine,[529] and Hermonthis.[530] The Fayyum uses one of the two variations, which is:

> ⲁⲛⲁⲕ ⲡⲉ ⲇⲁⲙⲓⲁⲛⲉ ⲡϣⲙ ⲛⲕⲟⲥⲙⲁ ⲡⲁⲡⲁϭⲓ ⲛⲡⲓⲁⲙ ⲁⲉⲓⲥϩⲁⲓ ⲛϣⲉⲛⲟⲩⲧ ⲡϣⲛ ⲛϩⲏⲗⲓⲁ ⲡⲁⲡⲡⲟⲗⲉⲥ ⲛⲡⲓⲁⲙ...
>
> It is I, Damian, son of Kosmos, from the district of Fayyum who has written to Sheneute, son of Elias, from the city of Fayyum...[531]

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[525] CPR IV 90 (Hermopolite ?, 595/6), for a discussion see MacCoull (1997), reprinted in Leslie MacCoull, *Documenting Christianity in Egypt, Sixth to Fourteenth Centuries* (Farnham, Ashgate Variorum, 2011). Schmun is in the Hermopolite nome.
[526] CPR IV 57 (Hermopolite , VII).
[527] P. Mon. Epiph. 92 (VII).
[528] O. Brit. Mus. Kopt. I 14 (645?).
[529] SB Kopt. I 24 (VII).
[530] O. Crum VC 24 (VII).
[531] P. Mich. Copt. 19 (VII).

All of the debt documents which come from the Fayyum and contain the opening clause use this wording.[532] The other variation on this introductory clause lacks the word ⲉⲓⲥϩⲁⲓ (I write). For example, there is a debt acknowledgement from the Hermopolite nome and a repayment acknowledgement from Thebes in which the debtor identifies himself and states merely that he owes (the creditor) the money[533] or has repaid the debt.[534] This appears to be an abbreviated version of the standard language in which the word ⲉⲓⲥϩⲁⲓ (I write) is assumed by the epistolary nature of the document.

Although the identification language is standard across the available Coptic debt acknowledgements, spelling variations occur. For example, the Fayyum documents use the Fayyumic ⲁⲛⲁⲕ (I) rather than the Sahidic form ⲁⲛⲟⲕ (I).[535] The phrase 'son of' is often spelled ⲡϣⲉ in Hermopolis,[536] but Koptos and some documents without known provenance tend to use ⲡϣⲏⲣⲉ[537] and the Fayyum documents use ⲡϣⲏ.[538] The word ⲡⲣⲱⲙⲉ (man or man from) may be abbreviated as ⲡⲣ or ⲡⲣⲙ.[539] Finally the word, ⲉⲓⲥϩⲁⲓ (I write - masculine) or ⲉⲛⲥϩⲁⲓ (we write) may be written ⲉⲧⲥϩⲁⲓ (I wrote),[540] ⲡⲉϥⲥϩⲁⲓ (he wrote),[541] ⲧⲉⲥⲥϩⲁⲓ (she wrote)[542] or ⲉϥⲥⲁϩ (he wrote), depending upon the notary.

With one exception, the Coptic debt acknowledgements do not use the nomina Aurelius and Flavius. The exception is a debtor named Apollo, who uses the nomen Flavius at the end of the document in which he is agreeing to the provisions of the loan.[543]

532 CPR IV 61 (VII), CPR IV 86 (VII), and CPR IV 89 (VII).
533 P. Mon. Apollo 40 (VII).
534 P. Mon. Epiph. 94 (VII).
535 These documents use the Fayyumic/Akhmimic dialect.
536 See for example, CPR IV 90 (Hermopolite?, 595/6), P. Mon. Apollo 33 (Hermopolite, VII). This is a Sahidic variant according to Crum (1939), p. 584.
537 See for example, SB Kopt. II 922 (unk., around 600), O. Brit. Mus. Kopt. I 11 (Koptos, around 640), O. Crum 158 (Koptos, around 600), O. Crum AD 17 (Koptos, VI-VII), and SB Kopt. II 921 (unk., VII).
538 CPR IV 61 (unk, perhaps Fayyum, VII), CPR IV 86 (Fayyum, VII).
539 See for example, O. Brit. Mus. Kopt. I 14 (Koptos, 645?). This variant is reflected in Crum (1939), p. 584 as a Sahidic, Akhmimic and Subakhmimic word.
540 O. Brit. Mus. Kopt. I 13 (Koptos, 647?).
541 CPR IV 94 (unk., VII).
542 P. Mon. Apollo 33 (Hermopolite, VII).
543 CPR IV 70 (unk., VII).

Other terms of respect are used. These include ⲕⲩⲣⲓⲥ (lord),[544] ⲧⲉⲕⲙⲛⲧⲉⲓⲱⲧ (your fathership),[545] ⲧⲉⲧⲛⲉⲙⲛ̄ⲧϫⲟⲉⲓⲥ (your lordship),[546] and ⲓⲗⲗⲟⲩⲥⲧⲣ (illustrious).[547] Monks, deacons and priests frequently describe themselves as ⲓⲉⲗⲁⲭϩ (humble from the Greek ἐλάχιστος 'least'),[548]and priests and deacons are occasionally described as ⲉⲩⲗⲁⲃⲉⲥⲧ ('pious' from the Greek εὐλαβής).[549] There are occupational titles used, including farmer, carpenter, soldier, monk, deacon, priest, and official positions such as ζυγοστάτης (coin weigher) or notary. The following table shows the occupational titles that appear in the seventh-century Coptic debt acknowledgements.

Table 13: Parties to Coptic Debt Acknowledgements

Debtor	Creditor	Edition Number
na (no longer available)	Deacon	CPR IV 90
na	Brothers of a monastery	SB Kopt. II 922
Priest and Deacon	Brothers of a monastery	O. Brit. Mus. Kopt. I 11
na	Monk	P. Mon. Apollo 33
na	Monk/Oeconomus	O. Crum 158
Husbandmen of the illustrious Theodore	na	O. Crum Ad 17
na	Scribe	SB Kopt. III 1381
na	Notary	CPR IV 56
Farmer	na	CPR IV 57
na	*Boethos* (aide)	CPR IV 61
Priest	na	CPR IV 63
na	Deacon	CPR IV 72
na	Cavalryman	CPR IV 74
Deacon	na	CPR IV 75
na	Goldsmith	CPR IV 77
Ox driver	na	CPR IV 86
Deacon	Coin weigher	CPR IV 89
Farmer	na	CPR IV 92
na	*δαλαιον* of a monastery	CPR IV 93
na	Farmer	CPR IV 94
Winegrower	Your lordship	CPR IV 95
Merchant	na	P. Ryl. Copt. 197
Monk	Monk	P. Mon. Apollo 37

544 CPR IV 56 (unk., VII), CPR IV 61 (Fayyum, VII).
545 P. Mon. Apollo 33 (Hermopolite, VII), P. Ryl. Copt. 361 (unk., VII), a letter written by a subordinate to his superior about debt collection.
546 CPR IV 95 (unk., VII).
547 O. Crum Ad 17 (Koptos, VI-VII).
548 CPR IV 63 (Hermopolite, VII), CPR IV 75 (Hermopolite? VII).
549 CPR IV 72 (unk.,VII).

Debtor	Creditor	Edition Number
Monk	Monk (?)	P. Mon. Apollo 39
Monk	na	P. Mon. Apollo 40
Monk	Monk and Scribe	P. Mon. Apollo 41
Priest (?)	na	P. Mon. Epiph. 90
Priest	na	P. Mon. Epiph. 91
Monk	Traders	P. Mon. Epiph. 92
Carpenter	Deacon/Monk	P. Sarga 166
Augustalis (Official)	Soldier	SB Kopt. I 25
na	Soldier	SB Kopt. I 24

Just over half of the documents (thirty-two out of fifty-seven) have at least one party whose occupation is reflected in the document.[550] Because nine of the documents lack part or all of an identification clause (although most have some identification of the parties in the body of the document), it is likely that a higher percentage of the documents originally contained some description of the occupation of one or more of the parties. Eighteen of the documents have a monk, deacon or priest as one of the parties. Given the number of documents which come from a monastery setting (for example, the monasteries of Apa Apollo, Apa Epiphanius, and Apa Phoibammon), it is not surprising that such a high percentage of cases involve clerical officials.

Unlike the Greek debt acknowledgements, there are no obvious large landowners with the possible exceptions of the debtors who describe themselves as husbandmen of the illustrious Theodore and the occasional reference to 'your lordship'. There are a few public officials (notary, aide, goldsmith, and coin-weigher) plus soldiers and an *augustalis*, who is believed to be an official in the local office of the *Dux*. But there does not appear to be the deep differences in status between the debtor and creditor that appeared in the Greek documents. There are three documents involving women, either as debtors or creditors.[551] This is a much smaller percentage than appeared with the Greek documents. The sample size is small but may be significant. By way of comparison,

[550] There are other occupations reflected for the scribe and witnesses which will be discussed in the sections addressing these positions.
[551] P. Mon. Apollo 33 (Hermopolite, VII, woman is debtor), P. Ryl. Copt. 192 (Hermopolite, VII, both parties appear to be women), and P. Ryl. Copt. 197 (Hermopolite, VII, woman is creditor).

T.G. Wilfong reported that up to a third of the loans in Jeme in the eighth and early ninth centuries were made by women, with close to the same amounts and terms as those by men.[552]

To summarize, the Coptic documents are similar to the Greek documents in that they identify the parties by name, patronymic and place of residence. They often provide an occupation. The principal differences are that the use of the nomina Aurelius and Flavius has almost entirely disappeared, the large landowners and senior government officials are no longer as apparent in the loans, and the social difference between the debtor and creditor appears to be less than is seen in Greek debt acknowledgements. Fewer women appear to be making or taking loans, but the small number of documents limits the confidence with which this can be assessed.

B.2 <u>Acknowledgement of the Receipt of Money or Property</u>

The clause generally used for the acknowledgement of receipt of the principal, whether money or property, contains a very specific mixture of Greek and Coptic language. An example of the language is:

> ϫⲉ ⲧ̈ⲓⲭⲣⲉⲱⲥⲧⲉⲓ ⲛⲁⲕ ⲕⲁⲑⲁⲣⲟⲥ ⲕⲁⲓ ⲁ[ⲡⲟ]ⲕⲣⲁⲇⲟⲥ ⲛⲟⲩϩⲟⲗⲟⲕⲟⲧⲧⲛ ⲛ̄ⲛⲟⲩϥ ⲛϫⲟ[ⲩⲧⲥⲛⲟⲟⲩⲥⲉ] ⲟⲩϭⲟⲥ ⲕⲁⲣⲁⲧⲉ ⲡⲁⲓ ⲛⲧⲁ̈ⲓⲡⲉⲣⲁⲕⲁⲗⲉⲓ ⲙ̄ⲙⲟⲕ ⲁⲕⲧⲁⲁⲃ ⲛⲁ̈ⲓ ⲛⲧⲁⲭⲣⲉⲓⲁ ⲅⲓ/ ⲛ̄ ⲕⲧ/ ⲕⲃϩ,
>
> that I owe to you clearly and without dispute one gold solidus of 22 ½ carats, which was given to me at my request and for my needs, making a sol. of 22 ½ carats,[553]

Much of the language comes from Greek. As Tonio Richter noted in his study of the language of Coptic legal documents, the long monopoly that Greek held in legal discourse in Egypt meant that legal Coptic is heavily dependent upon Greek loanwords.[554] For example, the verb ⲧ̈ⲓⲭⲣⲉⲱⲥⲧⲉⲓ includes a Coptic pronoun, ⲧ̈ⲓ (I), followed by ⲭⲣⲉⲱⲥⲧⲉⲓ,

[552] Wilfong (2002), pp. 130-135.
[553] CPR IV 72 (Hermopolite, VII), translated by editor.
[554] Richter (2008), pp. 26-27.

from the Greek word χρεωστῶ (to owe). The phrase καθαρος και αποκραδος (clearly and without dispute) comes directly from the Greek καθαρῶς καὶ ἀποκρότως, and in fact, is used with the Greek καὶ (and) rather than the Coptic αγω (and). The word used for gold solidi, ноγϩолокоттн ⲛ̄ноγч, is a combination of Greek and Coptic. The word оγϩолокоттн comes the Greek word ὁλοκόττινος, which developed from the Latin expression *aurum coctum* (refined [cooked] gold).[555] This word, in Greek, refers to the purity of the gold rather than the coin itself. Coptic uses it for the coin. The Coptic word ноγч means gold. The verb in the phrase нтаїперакалеі ⲙ̄мок (перакалеі) comes from the Greek word for 'to ask for aid' (παρακαλέω), slightly mis-spelled in this case. The word нтахреіа comes from the Greek χρεία (need, necessity). And the phrase гі/ ⲛ̄ кт/ кβϩ comes from the Greek summary phrase γί(νεται) νο(μισμάτιον) κερ(άτια), followed by the Greek number κβϩ (twenty-two and a half), so is translated as: making a solidus of 22 and a half carats. The rest of the words of the clause are Coptic. Twenty-seven (of the thirty-nine Coptic debt acknowledgements with complete or largely complete acknowledgement of receipt clauses) use the verb хреωстеі.[556] Although most come from the Hermopolite nome, there are also loans using this language from Thebes (including Elephantine, Koptos and Jeme). Thirteen use the phrase καθαρος και αποκραδος (clearly and without dispute).[557] These come from the Hermopolite nome and

[555] Cécile Morrisson, "Byzantine Money: Its Production and Circulation," in Angeliki Laiou, ed., *The Economic History of Byzantium*, vol. 3, (Washington, D.C. 2002), pp. 909-966, at p. 919.
[556] CPR IV 90 (Hermopolite?, 595/6), SB Kopt. II 922 (unk., around 600), O. Brit. Mus. Kopt. I 11 (Koptos, mid-VII), O. Crum Ad 17 (Koptos, VI-VII), P. Mon. Apollo 33 (Hermopolite, VII), SB Kopt. III 1381 (Hermopolite, VII), CPR IV 56 (unk., VII), CPR IV 57 (Hermopolite, VII), CPR IV 63 (Hermopolite, VII), CPR IV 72 (Hermopolite, VII), CPR IV 74 (Hermopolite, VII), CPR IV 75 (Hermopolite?, VII), CPR IV 77 (Hermopolite, VII), CPR IV 87 (unk., VII), CPR IV 92 (Hermopolite, VII), CPR IV 93 (Hermopolite, VII), CPR IV 95 (unk., VII), CPR IV 99 (Hermopolite, VII), P. Mon. Apollo 33 (Hermopolite, VII), P. Mon. Apollo 39 (Hermopolite, VII), P. Mon. Apollo 40 (Hermopolite, VII), P. Mon. Epiph. 91 (Thebes, VII), O. Crum VC 23 (Jeme, VII), O. Crum VC 25 (Jeme, VII), O. Crum VC 29 (Kos, VII), SB Kopt. I 25 (Elephantine, early VII) and SB Kopt. I 24 (Elephantine, early VII).
[557] CPR IV 90 (Hermopolite?, 595/6), O. Brit. Mus, Copt I 11 (Koptos, 640?), CPR IV 57 (Hermopolite, VII), CPR IV 63 (Hermopolite, VII), CPR IV 69 (unk., VII), CPR IV 72 (Hermopolite, VII), CPR IV 74 (Hermopolite, VII), CPR IV 75 (Hermopolite?, VII), CPR IV 77 (Hermopolite, VII), CPR IV 93

Thebaid (Koptos and Jeme) province.[558] Four, from the same areas, use the phrase ⲛⲧⲁϊⲡⲉⲣⲁⲕⲁⲗⲉⲓ ⲙⲙⲟⲕ (as I asked you).[559]

The second most common acknowledgement of receipt language is ϫⲉ ⲉⲡⲓⲇⲏ ⲁⲓⲡⲁⲣⲁ[ⲕⲁⲗⲉⲓ ⲛⲁⲕ ⲁⲕⲧ]ⲓ ⲛⲁⲓ ⲛⲧⲓⲩ ⲛϩⲟⲗⲟⲕⲧ/ ⲛⲟⲩϥ (that since I asked you, you gave to me five gold solidi).[560] The word ⲉⲡⲓⲇⲏ is the Greek ἐπειδή (since, because). The word ⲁⲓⲡⲁⲣⲁⲕⲁⲗⲉⲓ comes from the Greek παρακαλέω. The balance of the clause is Coptic. It uses the Coptic verb ϯ or ⲧⲓ (to give), rather than the Greek verb χρεωστῶ (to owe). This format is used in four debt acknowledgements, which are geographically diverse.[561] Another common variation of this clause comes from the Fayyum. An example of this variation is ϫⲉ ϩⲉⲓⲧ ⲁⲓⲭⲣⲓⲁ ⲛⲙⲁⲕ ⲁⲕⲧⲓ ⲗⲱⲕ ⲙⲁⲓ ⲁⲕϫⲓ ⲟⲩⲡⲉϣⲓ ⲛϩⲱⲗⲟⲕⲱⲧⲥⲓ ⲛⲉⲓ ⲉⲡⲟⲩϣⲉⲡ (that behold, I urged you and you promised in my behalf (?) and you got a half solidus as a loan...).[562] Similar language is found in CPR IV 86, that ϫⲉ ϩⲧ ⲁⲓⲭⲣⲓⲁ ⲙⲙⲁⲕ ⲁⲉⲓϫⲓ ⲁⲣ^{θ} ⲟ ⲅ ⲧⲣⲓⲁ ⲙ// (that behold I urged you and I received from you three αριθμια[563] solidi, three net).[564] Two other documents from the Fayyum just state that the debtor received the principal.[565] None of the documents from the Fayyum use the primary clause with the word ⲭⲣⲉⲱⲥⲧⲉⲓ.

(Hermopolite, VII), P. Mon. Apollo 33 (Hermopolite, VII), P. Mon. Apollo 40 (Hermopolite, VII), O. Crum VC 25 (Jeme, VII).

[558] In this regards, Helmut Satzinger, "Ⲕⲁⲑⲁⲣⲱⲥ ⲕⲁⲓ ⲁⲡⲟⲕⲣⲟⲧⲱⲥ in koptischen Urkunden," *CdE* 45 (1970), pp. 417-420, noted that this phrase varies according to geographical areas, being most common in Middle Egypt. This clause is also used in Greek debt acknowledgements from Oxyrhynchus, Antinoopolis, Antaiopolis and Hermopolis, and generally with the Greek verb χρεωστῶ. See Table 6.

[559] P. Mon. Apollo 41 (Hermopolite, VII), P. Mon. Epiph. 92 (Thebes, VII), P. Sarga 166 (Antaiopolite, VII), O. Crum VC 24 (Jeme, VII).

[560] P. Mon. Apollo 41 (Hermopolite, VII), translated by the editor.

[561] P. Mon. Apollo 41 (Hermopolite, VII), P. Sarga 166 (Antaiopolite, VII), O. Crum VC 24 (Jeme, VII), and P. Mon. Epiph. 92 (Thebes, VII).

[562] P. Mich. Copt. 19 (Fayyum, VII).

[563] A word reflecting a good coinage.

[564] CPR IV 86 (unk., VII), which is probably from the Fayyum based on the formula.

[565] CPR IV 61, CPR IV 89.

Finally, there are a handful of documents that appear to involve a partial payment followed by a description of the remaining balance. For example, O. Brit. Mus. Kopt. I 13 provides that:

> ϫⲉ ⲉⲓⲥ ϩⲏⲏⲧⲉ ⲁⲛⲃⲓ ⲡⲉⲛⲗⲟⲅⲟⲥ ⲙⲛⲛⲉⲛⲉⲣⲏⲟⲩ ⲁⲛⲡⲟ ⲗⲅ ⲉⲃⲟⲗ ⲙⲛⲛⲉⲛⲉⲣⲏⲟⲩ ⲙⲛⲧⲁⲛ ⲗⲁⲁⲩ ⲛϩⲱⲃ ⲙⲛⲛⲉⲛⲉⲣⲏⲟⲩ ⲉⲓⲧⲉ ϩⲁ ϩⲓⲑⲏ ⲉⲓⲧⲉ ϩⲁ ϩⲓⲛⲁϩⲟⲩ ⲉⲓⲙⲏ [ⲧⲓ ⲟⲩⲧ]ⲣⲓⲙⲏⲥⲓⲟⲛ ⲛⲛⲟⲩⲃ[ϩⲁ ⲙ]ⲏⲧⲁⲥⲉ ⲙⲙⲁϫⲉ
>
> We have nothing more to act upon except for this which is the past due payment (?), of the gold tremissis for the sixteenth of Maje[566]

This is similar is format to O. Brit. Mus. Kopt. I 14, which after the acknowledgement of receipt of one share for his wages, provides that ϯⲱⲓ ⲭⲣⲉⲱⲥ [ⲛ ⲕⲉⲙⲉⲣⲟⲥ] ⲉⲧⲉ ⲟⲩⲧⲣⲓⲙⲏⲥ[ⲓⲟⲛ ⲡⲉ ⲡ.]ⲟⲓⲡⲉ ⲛⲥⲟⲩⲟ (I am due another share which is a tremissis for the oipe grain).[567] Both of these documents come from Koptos and may reflect a preference for this partial receipt with a description of the remaining balance due.

The majority (thirty-four) of the Coptic loan acknowledgements are for receipt of money which will be repaid in money. Of these, the largest amount is twenty solidi,[568] and the smallest is four carats.[569] Of the thirty-four acknowledgements involving money, twelve are for less than a solidus, eight are for a solidus, ten are for amounts between one solidus and five solidi, and four are for amounts exceeding five solidi. These differ from the Greek documents which are rarely written for less than a solidus until the seventh century. There are some substantial Coptic loans, although none above twenty solidi.

In addition to the Coptic debt acknowledgements for money, there are eleven which either reflect a loan of produce or a loan of money to be repaid in produce. An example of the first category is a loan of a twenty-three pound bag of wool to be repaid with the

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566 O. Brit. Mus. Kopt. I 13 (Koptos, 647?), translated by the editor.
567 O. Brit. Mus. Kopt. I 14 (Koptos, 645?), translated by the editor.
568 P. Ryl. Copt. 195 (Hermopolite, VII), CPR IV 77 (Hermopolite, VII).
569 CPR IV 57 (Hermopolite, VII).

same.[570] Another example is a loan of an unknown amount of grain, apparently to be repaid in grain, with a penalty of two solidi for nonpayment.[571] There is another debt for two tremisses and two dipla of wine, to be repaid with the same.[572] An example of the second category is a loan of six solidi to be repaid in green fodder.[573] Finally, there are a handful of debt acknowledgements in which it is unclear whether the loan amount was paid in cash or produce, but the loan will be repaid in produce. For example, there is a debt to be repaid in wine;[574] a debt to be repaid in jars, probably of wine;[575] a debt to be repaid with fifty jars of wine;[576] and a debt to be repaid with three artabas of grain.[577] These last documents may be either loans or sales in advance.

An important point should be made here concerning the manner in which the quality or weight of money loaned is described. In about half of the Greek debt acknowledgements, the amount of money was described as a sum of solidi less a number of carats, generally in a specified city or local standard. Only two Coptic debt acknowledgements attributed to the seventh century use this description with subtracted carats. One, from the Hermopolite nome, provides for a loan of two solidi less six carats each.[578] Another, from Bawit in the same nome, provides for a loan of three solidi less an unknown (no longer extant) number of carats.[579] Given the disappearance of this protocol in the Greek debts by 620, it is highly likely that these Coptic documents were written prior to 620. In addition, there are two loans in which the amount is stated in terms of

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[570] CPR IV 90 (Hermopolite?, 595/6).
[571] CPR IV 92 (Hermopolite, VII). See also CPR IV 93 (Hermopolite, VII) for a debt of 120 artabas of grain, and CPR IV 94 (unk., VII) for a loan of a vessel of grain.
[572] O. Crum. Ad 17 (Koptos, VII).
[573] CPR IV 87 (unk., VII).
[574] SB Kopt. III 1381 (Hermopolite, VII).
[575] CPR IV 95 (unk., VII).
[576] P. Mon. Epiph. 90 (Thebes, VII).
[577] P. Mon. Epiph. 91 (Thebes, VII).
[578] P. Ryl. Copt 192 (VII).
[579] P. Mon. Apollo 39 (VII).

solidi of a specified number of carats (e.g. a solidus of 23 carats).[580] These, similar to the equivalent Greek documents, probably post-date 625.

B.3 Promise to Repay

The Coptic debt acknowledgements are surprisingly consistent with regard to the standard format for the repayment clause, but also surprisingly inconsistent in the spelling of the principal words of the clause. An example of the most popular language is:

> παϊ ουν τιο νϩετοιμος ταταας νακ ϩμ πουωϣ ⲙ̄πνουτε ⲛ̄σου σαϣϥ
> ⲙ̄παοπε πεвот ν[τ]ιρομπε ταϊ τριτη[c] ινδ°
>
> these I am ready to repay to you, god willing, on the seventh day of
> the month of Paope of the year of this third indiction[581]

Twenty-nine of the forty-two documents that have at least a partial repayment clause use this language. The other documents either concern a pre-existing debt or use one of several other clauses, which are described below.

Given the consistency of the basic clause, the variation in spelling is very interesting. The verbal form τιο (I am) or τνο (we are) is spelled τιε, τι and τιω in the Fayyum.[582] It is spelled ο in a debt from an unknown location,[583] ειο in another from an unknown location,[584] τεο in a debt from Thebes,[585] and τα in a debt from Jeme.[586] The word νϩετοιμος is spelled in a number of ways as reflected in the following table:

Table 14: Coptic Spelling Variations for the word νϩετοιμως

Spelling	Document Edition
νϩετοιμως	SB Kopt. II 921 (unk., VII), CPR IV 83 (unk., VII)
νϩετομος	SB Kopt. III 1381 (Hermopolite, VII)
νϩεδημος	CPR IV 56 (unk., VII)
νϩετεμου	CPR IV 61 (probably Fayyum, VII)

[580] CPR IV 72 (VII) 1 solidus of 22 ½ carats, CPR IV 72 (VII) 1 solidus of 23 carats, CPR IV 76 (VII) 2 solidi of 23 carats each,
[581] CPR IV 75 (Hermopolite?, VII).
[582] CPR IV 86 (Fayyum, VII), CPR IV 89 (Fayyum, VII), and P. Mich. Copt. 19 (Fayyum, VII). According to Crum, *A Coptic Dictionary*, p. 83, this is an Akhmimic variant.
[583] CPR IV 94 (unk., VII).
[584] CPR IV 70 (unk., VII). According to Crum, *A Coptic Dictionary*, p. 83, this could be a Sahidic or Fayyumic variant.
[585] P. Mon, Epiph. (Thebes, VII).
[586] O. Crum VC 23 (Jeme, VII).

ⲛϩⲉⲧⲉⲙⲟⲥ	CPR IV 74 (Hermopolite, VII)
ⲛϩⲉⲧⲏⲙⲟⲥ	CPR IV 70 (unk., VII)
ⲛⲉⲧⲏⲙⲱ	CPR IV 86 (Fayyum, VII)
ⲛϩⲩⲧⲉⲙⲱⲥ	CPR IV 89 (Fayyum, VII)
ⲛⲉⲇⲏⲙⲟⲥ	P. Mich. Copt. 19 (Fayyum, VII)
ⲉⲧⲏⲙⲱⲥ	CPR IV 94 (unk., VII)
ⲛϩⲁⲓⲧⲟⲙⲱⲥ	O Crum VC 23 (Jeme, VII)
ϩⲉⲧⲙⲟⲥ	CPR IV 87 (unk., VII)

Fayyum has the greatest number of spelling variations, and the Hermopolite nome has the least. Some of the variations could have resulted from a mis-reading of the papyri or ostraca, but the number of variations indicates that, although the clause was well-understood, the spelling was variable.[587]

In addition to this principal repayment clause, there are three other popular wording variations. In the first variation, the verb ⲡⲗⲏⲣⲟⲩ ⲙⲙⲟⲕ (to satisfy you, from the Greek πληρόω) replaces the verb to repay (ⲧⲁⲧⲁⲁϥ).[588] The Fayyum debt acknowledgements also tend to use this verb, but written in the Coptic rather than the Greek, thus ⲧⲁⲙⲉⲕ or ⲧⲁⲙⲉϩⲕ (I will satisfy you) replaces the Greek-derived ⲡⲗⲏⲣⲟⲩ.[589] In the second variation, the clause ⲉⲓϣⲟⲟⲛ ⲛϩⲉⲧⲟⲓⲙⲟⲥ (I am ready) replaces the clause ⲧⲓⲟ ⲛϩⲉⲧⲟⲓⲙⲟⲥ (I am ready).[590] In the third variation, a simple ⲁⲓⲧⲁⲁⲥ (I will repay it) replaces the standard clause ⲧⲓⲟ ⲛϩⲉⲧⲟⲓⲙⲟⲥ ⲧⲁⲧⲁⲁϥ ⲛⲁⲕ (I am ready to repay you).[591] Finally, there are a handful of debts in which the debtor promises to sow or deliver produce to repay the debt.[592] None of these variations appears widespread, although the Fayyum in general tends to use a higher percentage of Coptic words than other areas.

Unlike the Greek debt acknowledgements in which there are roughly equal numbers of debts with a date certain for repayment and debts in which repayment is at the desire of

[587] See also the list of regional spelling variations for the word ϩⲱⲗⲟⲕⲟⲧⲧⲛ (solidus) compiled by Richter (2008), at pp. 332-333, demonstrating the utility of noting regional variations for identification purposes.
[588] CPR IV 76 (Hermopolite, VII), P. Mon. Apollo 33 and 37 (Hermopolite, VII).
[589] CPR IV 86 (Fayyum, VII), CPR IV 89 (Fayyum, VII), P. Mich. Copt. 19 (Fayyum, VII).
[590] CPR IV 72 (Hermopolite, VII), CPR IV 87 (unk., VII – spelled ⲧⲛ̄ [ϣⲟⲡ ϩⲉⲧⲙⲟⲥ ⲧⲁⲣⲉⲛⲧⲁⲁⲩ], although this section has been reconstructed and may not be accurate).
[591] SB Kopt. I 23 (unk., VI-VII).
[592] P. Crum VC 29 (Jeme, VII) promise to sow, O Crum VC 31 (Jeme, VII) and P. Mon. Epiph. 90 (Thebes, VII) promises to deliver produce).

the creditor, the Coptic debts generally require payment on a date certain. There are twenty debts in which there is an extant date when payment must be made. There are thirteen debts in which the repayment date no longer exists. There are only two Coptic debts in which the repayment is made when the creditor wishes.[593] One other debt appears to provide for payment when the debtor arrives.[594] This relative scarcity of debts due upon demand is another significant difference between the Greek and Coptic debt acknowledgements.

Finally, an agreement to pay interest will be found in the repayment clause if there is one. Most of the Coptic debt acknowledgements do not mention interest. As with the Greek documents, this does not necessarily mean that there is no interest, only that it is not specified. Because a higher percentage of the Coptic debt acknowledgements are to be repaid in commodities, it would not be surprising that some level of profit or interest was included in the amount to be paid, and not visible to us. Of the Coptic debt acknowledgements that mention interest, one provides that there will be no interest[595] and four provide that there will be interest.[596] Of these, only two retain an amount of interest – one for a fourth which could be either the percentage of interest or perhaps a reference to a fourth of a carat per month per solidus, which would equal twelve and a half per cent interest[597] and the other for 16 2/3 per cent (one-half of a tremissis for a loan of one solidus).[598] The extant interest provision of the remaining two documents address the period in which interest will be assessed, but the amount of interest is no longer extant.

[593] CPR IV 69 (unk., VII – using the language τⲉ]ⲧⲛⲉⲟⲩⲁϣⲟⲩ (when you wish)) and SB Kopt. I 24 (Elephantine, VII – using the language ⲉⲓⲕⲁⲛ ϣⲛⲉ ⲛⲥⲟⲟⲩ (when you ask)).
[594] CPR IV 83 (unk., VII – using the language ⲉⲓϣⲁⲛⲉⲓ (when I come)).
[595] O. Crum Ad 17 (Koptos, VII).
[596] CPR IV 72 (Hermopolite, VII), CPR IV 74 (Hermopolite, VII) and P. Ryl, Copt 194 (Hermopolite, VII), O. Crum VC 25 (Jeme, VII).
[597] P. Ryl. Copt 192 (Hermopolite, VII).
[598] O. Crum VC 25 (Jeme, VII).

In summary, the Coptic debt acknowledgements are very consistent in the clause that they use for repayment, but remarkably inconsistent in the spelling. The Fayyum in particular not only uses the Fayyumic/Akhmimic dialect as opposed to the more common Sahidic dialect, but shows a higher degree of variability in the spelling. Unlike Greek debt acknowledgements, most of the Coptic documents provide for repayment on a date certain. And few Coptic documents mention interest, although this does not mean that interest was not assessed.

B.4 Protection of the Creditor

The Coptic debt acknowledgements, as with the Greek documents, contain a number of clauses designed to protect the creditor. For the Coptic documents, I have divided these into six categories:

1) commitments not to dispute or litigate the agreement,
2) oaths to God and sometimes the salvation of the rulers to fulfil the agreement,
3) pledges of property to secure the debt,
4) financial penalties for non-performance,
5) sureties, and
6) miscellaneous provisions.

The most frequently used 'creditor protection' provision is one in which the debtor commits not to dispute or litigate the agreement. There are two principal provisions, and a few less frequently used. The clause that appears most frequently is ⲛⲁⲧⲗⲁⲁⲩ ⲛⲁⲙⲫⲓⲃⲟⲗⲉⲓ (without any dispute). It appears in fourteen of the debt acknowledgements, being popular in the Fayyum, but also appearing in the Hermopolite nome and Jeme.[599] This clause mixes the Coptic ⲛⲁⲧⲗⲁⲁⲩ (without any) with the Greek ἀμφιβολία (dispute, uncertainty). One minor variation on this clause uses ⲁϫⲉⲛ̄ ⲁⲙⲫⲓⲃⲁⲗⲉ (without dispute), also a mixed language clause with ⲁϫⲉⲛ̄ from the Coptic 'without' and the Greek

[599] CPR IV 90 (Hermopolite?, 595/6), SB Kopt. II 921 (unk., VII), SB Kopt. III 1381 (Hermopolite, VII), CPR IV 61 (Fayyum, VII), CPR IV 69 (unk., VII), CPR IV 72 (Hermopolite, VII), CPR IV 83 (unk., VII), CPR IV 86 (Fayyum, VII), CPR IV 89 (Fayyum, VII), CPR IV 95 (unk., VII), P. Mich. Copt. 19 (Fayyum, VII), O. Crum VC 25 (Jeme, VII), O. Crum VC 31 (unk., VII), P. Brux. Bawit (Hermopolite, VII).

ἀμφιβολία as shown. Another minor variation is ⲁϫⲛ̄ ⲗⲁⲁⲩ ⲛ̄ϩⲱⲃ ⲛϣⲁϫⲉ (without any dispute).[600] This clause uses an entirely Coptic phrase. The second most common phrase is ⲛⲁⲧϩⲁⲡ ⲛⲁⲧⲛⲟⲙⲟⲥ ⲛⲁⲧⲗⲁⲁⲩ ⲛⲁⲙⲫⲓⲃⲟⲗⲉⲓⲁ (without judgement, lawsuit or any dispute). This clause is found in six of the debt acknowledgements, all of which come from the Hermopolite nome with the exception of a document from an unknown location.[601] It also contains a mix of Coptic and Greek, with ⲛⲁⲧϩⲁⲡ from the Coptic 'without judgment,' and ⲛⲁⲧⲛⲟⲙⲟⲥ from a mix of the Coptic prefix for 'without' and the Greek word νόμος for law or lawsuit. The last clause ⲛⲁⲧⲗⲁⲁⲩ ⲛⲁⲙⲫⲓⲃⲟⲗⲉⲓⲁ is the same as the one previously discussed. In addition, to these common phrases, there is the occasional use of ⲭⲱⲣⲓⲥ ⲗⲁⲁⲩ ⲛⲁⲛⲧⲓⲗⲟⲅⲓⲁ (without any opposition), a mixed language phrase with ⲭⲱⲣⲓⲥ (without) and ⲁⲛⲧⲓⲗⲟⲅⲓⲁ (controversy, opposition) coming from the Greek χωρίς and ἀντιλογία, and ⲗⲁⲁⲩ (any) from the Coptic.[602] All of these clauses are designed to obtain a commitment from the debtor not to object or litigate the debt.

The second most frequently used 'creditor protection' clauses is one in which the debtor swears an oath to the creditor, or to God, and sometimes also to the salvation of the rulers, not to fail to repay or to object to the debt. These oaths are found in eleven of the debt acknowledgements.[603] All of these clauses come either from the Hermopolite nome or from an unknown location. A common example of the language is ⲉⲛⲱⲣⲕ ⲙ̄ⲡⲛⲟⲩⲧⲉ [ⲙⲛ ⲡⲉⲩϫⲁⲓ ⲛⲛ]ⲉⲛϫⲓⲥⲟⲟⲩⲉ ⲛ̄ⲣ̄ⲣ̄ⲱⲟⲩ ϫⲛⲛⲉⲛⲏϣ ⲡⲁⲣⲁⲃⲁ ⲛ̄ⲧⲓⲁⲥⲫⲁⲗⲉⲓⲁ (we swear to God and the salvation of our rulers, the kings, that we will not transgress the agreement).[604]

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[600] SB Kopt. I 24 (Elephantine, VII).
[601] CPR IV 75 (Hermopolite?, VII), CPR IV 76 (Hermopolite, VII – largely reconstructed), CPR IV 87 (unk., VII), CPR IV 92 (Hermopolite, VII), P. Mon. Apollo 33 (Hermopolite, VII).
[602] SB Kopt. II 922 (unk., around 600) and O. Crum 158 (Koptos, around 600). Also, SB Kopt. I 25 (Elephantine, VII), which uses the phrase ⲁϫⲛ ⲗⲁⲩ ⲛϣⲁϫⲉ ⲛⲁⲛⲧⲩⲗⲟⲅⲓⲁ - without any words of opposition).
[603] CPR IV 90 (Hermopolite?, 595/6); CPR IV 70 (unk., VII), CPR IV 74 (Hermopolite, VII), CPR IV 76 (Hermopolite, VII), CPR IV 77 (Hermopolite, VII), CPR IV 87 (unk., VII), P. Ryl. Copt. 195 (Hermopolite, VII), P. Ryl. Copt. 197 (Hermopolite, VII), P. Ryl Copt. 202 (unk., VII), P. Ryl. Copt. 203 (unk., VII), P. Mon. Apollo 41 (Hermopolite, VII).
[604] CPR IV 77 (Hermopolite, VII).

Another version of the clause is ⲉⲓⲱⲣⲕ ⲛ̄ⲡⲛⲟⲩⲧⲉ ⲙⲛ ⲡⲉⲛϫⲟⲉⲓⲥ ⲡⲉⲣⲟ ⲙⲁⲩⲣⲓⲕⲉ ϫⲉ ⲛ̄ⲛⲉⲓ [ϣ] ⲡⲗⲁⲛⲁ ⲛ̄ⲙⲱⲧⲛ̄ (I swear by God and our master, the Emperor Maurice, that I will not deceive you).[605] The verb in both of these clauses is the Coptic word ⲱⲣⲕ (to swear). Both oaths mention God and the salvation of the rulers, the last specifically mentioning Emperor Maurice, which permitted the dating of this document. There are also oaths just to God.[606] Alain Delattre suggested in his work on the Greek and Coptic papyri of Apa Apollo that oaths appeared to be used only when the debtor was a monk, and was not used when the debtor was outside of the monastery.[607] This may be true at Apa Apollo, but most of the Coptic debt acknowledgements with oaths in the sixth and seventh centuries do not involve clerics or monks as debtors.[608] Conversely, most of the debt acknowledgements with clerics or monks as debtors do not contain oaths.[609] The relatively high percentage of Coptic debt acknowledgements with oaths may, however, represent an increased use of bishop's courts or arbitrations, which would have been more inclined to honour them.[610]

Another common 'creditor protection' clause is one in which the debtor pledges his property to secure performance of this contract. Unlike the Greek debt acknowledgements in which most of the documents contain this clause, only six of the Coptic documents use it.[611] Four are from the Hermopolite nome and two are of unknown provenance. The language that is commonly used is ⲉⲣⲉ [ϩⲱⲃ ⲛⲓⲙ ⲉⲡⲱⲛ ⲡⲉ ϩ]ⲩⲛⲟⲕⲓⲥⲑⲁⲓ ⲛⲏⲧⲛ̄ ϣⲁⲛ[ⲧⲛⲡ]ⲗⲏⲣⲟⲩ ⲛ̄ⲧⲓⲁⲥⲫⲁⲗⲗⲉⲓⲁ (in that all of our property is pledged to

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[605] CPR IV 90 (Hermopolite?, 595/6).
[606] See, for example, CPR IV 76 (Hermopolite, VII).
[607] Delattre (2007), p. 247.
[608] See, for example, CPR IV 90, CPR IV 74, CPR IV 77, and P. Ryl. Copt. 197.
[609] See, for example, O. Brit. Mus. Kopt. I 11, CPR IV 75, CPR IV 89, and P. Mon. Epiph. 92.
[610] For a detailed discussion of the evidence for bishop's courts, and what they meant, see Caroline Humfress, "Bishops and Law Courts in Late Antiquity: How (Not) to Make Sense of the Legal Evidence," *Journal of Early Christian Studies* 19/3 (2011), pp. 375-400.
[611] CPR IV 74 (Hermopolite, VII), CPR IV 75 (Hermopolite?, VII), CPR IV 76 (Hermopolite, VII), CPR IV 77 (Hermopolite, VII), CPR IV 87 (unk., VII) and P. Ryl. Copt. 202 (unk., VII).

you until we satisfy the agreement).[612] The verb ϩⲩⲛⲟⲕⲉⲓⲥⲑⲁⲓ comes from the Greek word ὑπόκειμαι (to be pledged or placed under a *hypotheca*). The phrase ϩⲱⲃ ⲛⲓⲙ ⲉⲡⲱⲛ is Coptic for 'all of our property.' And the phrase ϣⲁⲛ[ⲧⲛⲡ]ⲗⲏⲣⲟⲩ combines the Coptic ϣⲁⲛⲧⲛ (until we) with the Greek ⲡⲗⲏⲣⲟⲩ (satisfy it). Five of the six debt acknowledgements pledging property use this phrase. The sixth uses the phrase ⲉⲣⲉⲧⲛ̄ϩⲓⲡⲟⲥⲧⲁⲍⲓⲥ ⲧⲏⲣⲉⲥ ⲕⲓⲛ̄ⲧⲛ (pledging all of our property).[613]

Financial or other penalties for nonperformance are found in eight of the debt acknowledgements.[614] One provides for a penalty of two solidi for failure to timely provide an unknown amount of wheat.[615] Another provides for a penalty of one solidus for failure to timely provide thirty katos of wine.[616] A third provides for a penalty of two solidi if the debtor does not provide a satisfactory field of flax.[617] In addition, there is a non-financial penalty in the form of a continuing promise to farm land and provide produce until a loan of an unclear amount of money is paid.[618] These penalty clauses are distributed across the Hermopolite nome and Thebes (Kos), plus documents of unknown provenance.

Sureties appear in three debt acknowledgements. One of them appears to state that the debtor's father had guaranteed the loan, saying that ⲛⲧϥⲱⲣϫ ⲟⲛ ϩⲁ ⲡⲁⲥⲫⲁⲗⲉⲥ (he again secured this deed).[619] Another provides for a security that guarantees the security using the language ϩⲓⲧⲟⲟⲧϥ ⲛⲡⲁⲉⲅⲅⲩⲏⲧⲏⲥ ⲉϥⲁϩⲡⲟⲅⲣⲁⲫⲉ ϩⲁⲣⲁⲧϥ ⲛⲧⲓⲁⲥⲫⲁⲗⲉⲓⲁ (from my

612 CPR IV 77 (Hermopolite, VII).
613 CPR IV 87 (unk., VII).
614 CPR IV 90 (Hermopolite?, 595/6), CPR IV 72 (Hermopolite, VII), CPR IV 76 (Hermopolite, VII), SB Kopt. III 1381 (Hermopolite, VII), CPR IV 92 (Hermopolite, VII), CPR IV 94 (unk., VII), P. Crum VC 29 (Kos. VII) and O. Crum VC 31 (unk, VII).
615 CPR IV 92 (Hermopolite, VII).
616 SB Kopt. III 1381 (Hermopolite, VII).
617 O. Crum VC 29 (Kos, VII).
618 O. Crum VC 31 (unk., VII).
619 SB Kopt. III 1394 (Elephantine, VI-VII).

surety who subscribes upon this security).[620] The third contains the word for surety, but the rest of the clause is missing.[621]

In summary, Coptic debt acknowledgements, like the Greek documents, make frequent use of commitments of good faith. They also make greater use of oaths than do the Greek documents, and less use of pledges of property. This may reflect the high numbers of Coptic debt acknowledgements that were written in a religious environment in which good faith and oaths were more likely to encourage prompt repayment.

B.5 Execution of the Document

There are three and sometimes four sections to the execution section of the Coptic debt acknowledgements. There is generally a clause in which the debtor states that he is satisfied with the document as written. Following this is a clause in which the notary identifies himself and states that he wrote the document. There may be witnesses who identify themselves as witnessses and subscribe. Finally, although this clause may be earlier in the document, there is a notarial completion clause, generally with a date. Forty-one of the Coptic loan documents have at least a partial execution section. The remaining documents probably had an execution section but it is no longer extant. As with the previous clauses, the format of the execution section is very consistent, although there are spelling differences, and occasionally a wording difference.

B.5.1 Acknowledgement

A very common clause in the execution section is a statement from the debtor(s) that they are satisfied with the document that has been drawn up. An example of this language is ⲁⲛⲟⲕ ⲫⲓⲃ ⲡϣⲉ ⲛϩⲁⲧⲣⲉ ⲧⲓⲥⲧⲟⲓⲭⲉ ⲉⲧⲓⲁⲥⲫⲁⲗ/ (I, Phib, son of Hatres, am satisfied with this security).[622] The verb uses the Coptic ⲧⲓ (I) followed by ⲥⲧⲟⲓⲭⲉ from the Greek

[620] CPR IV 93 (Hermopolite, VII).
[621] O. Crum VC 25 (Jeme, VII).
[622] CPR IV 90 (Hermopolite?, 595/6).

στοιχεῖ μοι (I am satisfied). The word ⲉⲧⲓⲁⲥⲫⲁⲗ/ comes from the Coptic ⲉⲧⲓ (with this) followed by an abbreviation of the Greek ἀσφάλεια (guarantee or security). A few of the loan acknowledgements use the word ⲡⲗⲁⲝ (deed)[623] or ϩⲟⲙⲟⲗⲟⲅⲉⲓⲁ (agreement from the Greek ὁμολογία)[624] in lieu of ⲁⲥⲫⲁⲗⲉⲓⲁ but the rest of the sentence is the same.

Twenty-seven of the debt acknowledgements with at least a partial execution section have this sentence, written in the first person singular or plural (ⲧⲛⲥⲧⲟⲓⲭⲉ - we are satisfied).[625] These clauses come from all areas from which we have Coptic loans: the Hermopolite nome, Jeme, Koptos, Thebes, Elephantine and the Fayyum. Most of the rest of the documents lack the portion of the text in which this phrase would have been found, and probably originally had it. As with the prior clauses, there are spelling variations, especially for the word ⲥⲧⲟⲓⲭⲉ, which are summarised in the following table:

Table 15: Coptic Spelling Variations for the word ⲥⲧⲟⲓⲭⲉ

Spelling	Document Number, Date and Provenance
ⲥⲧⲏⲭ	SB Kopt. II 921 (unk., VII),
ⲥⲧⲟⲭϩ	CPR IV 69 (unk., VII), CPR IV 77 (unk., VII)
ⲥⲧⲓⲭⲏ	CPR IV 89 (Fayyum, VII)

Unfortunately, most of the spelling variations come from documents in which the provenance is unknown. Documents not using ⲥⲧⲟⲓⲭⲉ are rare, but one exception provides:

> ⲉⲩⲱⲣϫ ⲛⲁⲕ ⲟⲩⲛ ⲁⲓⲥⲙ̅ⲛ̅ ⲧⲉⲓⲁⲥⲫⲁ[ⲗⲉⲓ]ⲁ ⲛⲁⲕ ⲉⲓⲥⲉⲡⲟ[ⲕⲣⲁⲫ]ⲉ ⲉⲣⲟⲥ ϩⲛ̅ ⲧⲁϭⲓϫ ⲁⲩⲱ ⲁⲓⲕⲱⲣϣ̅ ϩⲓⲛⲕⲓⲏⲗⲉⲩⲑⲉ[ⲉ]ⲟⲥ ⲁⲩϩⲉⲡⲟⲕⲣⲁⲫⲉ ⲉⲣⲟⲥ

[623] O Crum 158 (Koptos, around 600).
[624] CPR IV 99 (Hermopolite, VII).
[625] CPR IV 90 (Hermopolite?, 595/6), SB Kopt. II 922 (unk., around 600), O. Brit. Mus. Kopt. I 11 (Koptos, 640?), O. Brit. Mus. Kopt. I 13 (Koptos, 647?), O. Crum 158 (Koptos, around 600), P. Mon. Apollo 33 (Hermopolite, VII), O. Crum Ad 17 (Koptos, VI-VII), SB Kopt. III 1381 (Hermopolite, VII), CPR IV 56 (unk., VII), CPR IV 69 (unk., VII), CPR IV 70 (unk., VII), CPR IV 75 (Hermopolite?, VII), CPR IV 76 (Hermopolite, VII - restored), CPR IV 77 (Hermopolite, VII), CPR IV 87 (Hermopolite., VII), CPR IV 89 (Fayyum, VII), CPR IV 95 (unk., VII – partial), CPR IV 99 (Hermopolite, VII), P. Ryl. Copt. 195 (Hermopolite, VII), P. Ryl. Copt. 197 (Hermopolite, VII), P. Ryl. Copt. 202 (unk., VII), P. Ryl. Copt. 203 (unk., VII - partial), P. Mon. Apollo 33 (Hermopolite, VII – reconstructed), P. Mon. Apollo 41 (Hermopolite, VII - partial), O. Crum VC 25 (Jeme, VII), SB Kopt. I 25 (Elephantine, early VII), and O. Crum VC 29 (Kos, VII).

For your security I have had this guarantee written, and subscribed with my own hand and have also asked respectable (people) to subscribe[626]

This exception is very close of the wording of many of the Greek short form documents. Subject to this exception, there is a remarkable consistency with regard to the debtor acknowledgment clauses.

B.5.2 <u>Notarial Acknowledgement</u>

There are about the same number of extant notarial acknowledgements as they are satisfaction clauses. Twenty-eight of these clauses exist among the documents with extant execution sections.[627] As with the satisfaction clauses, the notarial clauses come from all locations in which there are Coptic debt acknowledgements. An example of a standard format is:

† ⲁⲛⲟⲕ ⲓ̂ⲱⲥⲏⲡ ⲡⲛⲟⲙⲓⲕⲟⲥ ⲛ̄ⲧⲁⲩⲡⲁⲣⲁⲕⲁⲗⲉⲓ ⲙ̄ⲙⲟⲓ̂ ⲁⲓⲥϩⲁⲓ ϫⲁⲣⲟϥ ϫⲉ ⲙⲉϥⲛⲟⲓ̂ ⲛⲥϩⲁⲓ †

I, Joseph, *nomikos*, who was asked, wrote on his behalf because he does not know how to write.[628]

This sentence contains a common mix of Greek and Coptic, with the verbs ⲡⲁⲣⲁⲕⲁⲗⲉⲓ (to ask) and ⲛⲟⲓ (from νοέω – to know) from the Greek, and the rest of the words from the Coptic. Another example of a standard format is:

ⲁⲛⲟⲕ ⲇⲁⲩⲉⲓⲁ ⲡⲉⲓⲉⲗⲁ[ⲭ]/ ⲙⲙⲟⲛⲟⲭⲟⲥ ⲁⲡⲁ ⲧⲁⲡⲏ ⲁⲓⲧⲉⲓ ⲙⲙ[ⲟⲓ] ⲁⲓⲥϩⲁⲓ ⲡⲉⲓⲡⲗⲁⲝ ϩⲛ ⲥⲟⲩ ⲙⲛⲧⲯ[ⲓⲥ] ⲙⲡⲉⲃⲟⲧ ⲙⲉⲭⲓⲣ ⲛⲧⲣⲟⲙⲡⲉ ⲛⲧⲉ[ⲥⲥ]ⲁⲣⲉⲥ ⲕⲁⲓ ⲇⲉⲕⲁⲧⲏⲥ ⲓⲛⲇⲓⲕ/

I, David, the least monk of Apa Tape, having been asked, wrote this deed on the nineteenth of the month of Mecheir of the fourteenth indiction.[629]

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[626] CPR IV 74 (Hermopolite, VII).
[627] CPR IV 90 (Hermopolite?, 595/6), O. Brit. Mus. Kopt. I 11 (Koptos, 640?), SB Kopt. II 922 (unk. around 600), O. Brit. Mus. Kopt. I 14 (Koptos, 645?), O. Brit. Mus. Kopt. I 13 (Koptos, 645?), O. Crum 158 (Koptos, around 600), O. Crum Ad 17 (Koptos, VI-VII), SB Kopt. II 921 (unk., VII), SB Kopt. III 1381 (Hermopolite, VII), SB Kopt. III 1395 (Elephantine, VII), CPR IV 61 (Fayyum, VII), CPR IV 69 (unk., VII), CPR IV 76 (Hermopolite, VII), CPR IV 77 (Hermopolite, VII), CPR IV 86 (Fayyum, VII), CPR IV 87 (unk., VII), CPR IV 89 (Fayyum, VII), CPR IV 94 (unk., VII), CPR IV 99 (Hermopolite, VII), P. Ryl. Copt. 197 (Hermopolite, VII), P. Ryl. Copt. 203 (unk., VII), P. Mich. Copt. 19 (Fayyum, VII), P. Crum VC 25 (Jeme, VII), O. Crum VC 29 (Kos, VII), O. Crum VC 31 (unk., VII), P. Brux. Bawit (Hermopolite, VII), SB Kopt. I 24 (Elephantine, early VII), P. Mon. Apollo 33 (Hermopolite, VII).
[628] CPR IV 90 (Hermopolite?, 595/6).
[629] SB Kopt. II 922 (unk., around 600).

In this case, the Greek verb αἰτέω (to ask) substitutes for the verb ⲡⲁⲣⲁⲕⲁⲗⲉⲓ, but the clause is otherwise very similar. Yet another example is:

ⲁⲛⲟⲕ ⲇⲁⲩⲉⲓⲁ ⲡⲙⲟⲛⲟⲝ/ ⲁⲓⲥϩⲁⲓ ⲡⲉⲓⲡⲗⲁⲝ ⲁⲩⲱ ϯⲟ ⲙⲙⲁⲣⲧⲩⲣⲟⲥ

I David, monk, wrote this deed and I am a witness.[630]

It was reasonably common in Coptic debt acknowledgements for the notary to state that he is also acting as a witness.[631]

At least eleven of the twenty-five extant notarial acknowledgements involved men who are monks,[632] deacons[633] or other clerical officials.[634] In addition, one man describes himself as a secretary or clerk (γραμματεύς) as well as deacon,[635] and another describes himself as a notary.[636] Because of lacunae in the documents, it is possible that several more scribes were clerics as well. This represents a low percentage of notaries and a commensuately high percentage of unofficial scribes. Whether this is evidence of a low number of available notaries is unknown.

B.5.3 Notarial Completion and Dating Clause

Eighteen of the debt acknowledgements with at least a partial execution section have a dating clause that is often part of the notarial completion clause. An example provides that [†] ⲉⲅⲣⲁⲫ/ ⲑⲱⲑ ⲓϩ ⲓⲛⲇ// ⲃ † (written on the sixteenth of Thoth in the second indiction).[637] Crosses are often used to separate the dating clause from the previous portions of the document, and from the later acknowledgement and subscriptions. As can

630 O. Brit. Mus. Copt I 14 (Koptos, 645?).
631 See, for example, SB Kopt. III 1395 (Elephantine, VII), CPR IV 76 (Hermopolite, VII), CPR IV 77 (Hermopolite, VII), CPR IV 87 (unk., VII), O. Crum VC 29 (Kos, VII), O. Crum VC 31 (unk., VII), SB Kopt. I 24 (Elephantine, early VII).
632 SB Kopt. II 922 (unk., around 600), O. Brit. Mus. Kopt. I 11 (Koptos, VII), O. Brit. Mus. Kopt. I 14 (Koptos, 645?), O. Brit. Mus. Kopt. I 13 (Koptos, 647?), O. Crum 158 (Koptos, around 600).
633 O. Brit. Mus. Kopt. I 13 (Koptos, 647? – probable), CPR IV 86 (Fayyum, VII), CPR IV 89 (Fayyum, VII), and SB Kopt. I 24 (Elephantine, early VII).
634 P. Ryl. Copt. 197 (Hemopolite, VII – Apa Victor, a priest).
635 CPR IV 86 (Fayyum, VII).
636 CPR IV 90 (Hermopolite?, 595/6).
637 CPR IV 92 (Hermopolite, VII).

be seen, the first word is an abbreviation of the Greek ἐγράφη (written). The numbers are also Greek, as is the abbreviation ιⲛⲇ for the Greek word ἰνδικτίονος (indiction). The month is Thoth, an Egyptian name used in the early Byzantine Greek papyri. A Fayyum example provides † [ⲇ/] ⲉⲙ^{ⲩ} ⲙⲏ/ ⲉⲗ^{ⲭ} ⲇⲓ̅ ⲅⲣⲁⲙⲙ̅ ⲉⲅⲣ̅ † (Written by me, Menas the least deacon and secretary).[638] This format includes the Greek formula δι' ἐμοῦ (by me) plus abreviations for the Greek ἐλάχιστος (least), διάκονος (deacon), and γραμματέυς (secretary) plus ⲉⲅⲣ̅ (from ἐγράφη – written). Most extant Coptic dating clauses use this format in the sixth and seventh centuries, although there may be spelling variations. The following is a table of the different spellings or abbreviations of the word ἐγράφη:

Table 16: Coptic Spelling Variations for the word ἐγράφη

Spelling	Document Number, Date and Provenance
ⲉⲅⲣ/	CPR IV 90 (Hermopolite?, 595/6), CPR IV 86 (Fayyum, VII)
ⲉⲅⲱ	CPR IV 61 (Fayyum, VII),
εγραωψⲁ	SB Kopt. III 1381 (Hermopolite, early VII)
ⲉⲅⲣⲁⲫ/	CPR IV 87 (unk., VII), CPR IV 92 (Hermopolite, VII)
ⲉⲓⲅⲣⲁⲫⲏ	P. Ryl. Copt. 203 (unk., VII)
ⲉⲅⲣⲁⲫⲏ	P. Mich. Copt. 19 (Fayyum, VII)

B.5.4 Witness Clauses

Twenty-five of the debt acknowledgements contain witnesses in addition to the scribe.[639] The majority have two witnesses or a scribe who also witnesses plus an additional witness. These loans come from every location in which we have extant Coptic loans. The documents either use the Greek word for witness, ϯⲟ ⲙⲙⲁⲣⲧⲩⲣⲟⲥ (I am

[638] CPR IV 86 (Fayyum, VII). It also occurs in CPR IV 89 (Fayyum, VII) and P. Mich. Copt. 19 (Fayyum, VII). A slightly different version is found in CPR IV 94 (unk., VII), in which only a partial patronymic and the word ⲉⲫⲣⲁⲫⲏ remains.

[639] CPR IV 90 (Hermopolite?, 595/6 – two), SB Kopt. II 922 (unk., around 600 – one plus scribe), O. Brit. Mus. Kopt. I 11 (Koptos, 647? – two), O. Crum Ad 17 (Koptos, VI-VII – one plus scribe), SB Kopt. II 921 (unk., VII – two), CPR IV 61 (Fayyum, VII), CPR IV 74 (Hermopolite, VII – two), CPR IV 76 (Hermopolite, VII – two), CPR IV 83 (unk., VII – one remaining), CPR IV 86 (Fayyum, VII – two), CPR IV 87 (unk., VII – two), CPR IV 89 (Fayyum, VII – one plus scribe), CPR IV 92 (Hermopolite, VII – two or three), CPR IV 99 (Hermopolite, VII – two probably), P. Ryl. Copt. 195 (Hermopolite, VII – two), P. Ryl. Copt. 197 (Hermopolite, VII – two), P. Ryl. Copt. 202 (unk., VII – two probably), P. Ryl. Copt. 203 (unk., VII – one plus scribe), P. Mon. Apollo 33 (Hermopolites, VII – two), P. Mon. Apollo 41 (Thebes, VII – one remaining), P. Mich. Copt. 19 (Fayyum, VII – two), O. Crum VC 29 (Kos, VII – one plus scribe), O. Crum VC 31 (unk., VII – two), P. Brux. Bawit (Hermopolite, VII – one or two), and SB Kopt. I 24 (Elephantine, early VII – scribe who witnesses).

a witness),[640] or the Coptic ϯο ⲙⲙⲛⲧⲣⲉ (I am a witness),[641] although the latter is more common. Just as with all of the other clauses, there are numerous variations in the spellings of these words. From the Fayyum, for example, we see ⲧⲓⲉ ⲙⲙⲉⲧⲣⲏ[642] and ⲧⲓⲱ ⲙⲉⲧⲣⲏ.[643] Both the Hermopolite nome and documents from an unknown location show the spelling ϯο ⲙⲙⲛⲧⲣⲉ as well as ⲧⲓⲟ ⲡⲙⲛⲧⲣⲉ.[644] Most of the witnesses do not reflect a profession, but when they do, it is generally a religous profession, although there is one *leitourgos* (*curialis)* and one lashane or village headman identified.[645]

C. What do the Coptic Debt Acknowledgements tell us?

The Coptic documents are very consistent in their clauses, if not necessarily in the spelling of specific words. This is true in every location in which these documents are found. The following table summarizes the percentage of the total number of documents containing specific clauses, plus the percentage of documents in which the section that might contain the clause is no longer extant, and the percentage of documents in which another clause is used.

Table 17: Percentage of Usage of Common Coptic Clauses

Clause	Percentage of total w/this wording	Percentage of total with the clause missing	Percentage of total with a different clause
1. Identification clause using ⲥϩⲁⲓ (I write)	75%	22%	3%
2. Receipt clause using ⲭⲣⲉⲱⲥⲧⲉⲓ (I owe)	51%	28%	20% (often 'I received from you')
3. Repayment clause using ⲛϩⲉⲧⲟⲓⲙⲟⲥ ⲧⲁⲧⲁⲁϥ (I will readily repay)	55%	28%	16%
4. Creditor protection	42%	36%	22% (often oaths or

640 P. Mon. Apollo 33 (Hermopolite, VII).
641 CPR IV 99 (unk., VII).
642 CPR IV 86 (Fayyum, VII) and CPR IV 89 (Fayyum, VII).
643 P. Mich. Copt. 19 (Fayyum, early VII).
644 See for example, CPR IV 87 (unk., VII), P. Ryl. Copt. 197 (Hermopolite, VII), P. Ryl. Copt. 202 (unk., VII) and P. Ryl. Copt. 203 (unk., VII).
645 SB Kopt. II 921 (unk., VII – Apa Johannes), CPR IV 74 (Hermopolite, VII – an ἀναγνωστης or reader), CPR IV 87 (unk., VII – Apa Anoup and deacon), CPR IV 89 (Fayyum, VII – Apa Jules), P. Ryl. Copt. 195 (Hermopolite, VII – Apa Cyrus), P. Ryl. Copt. 202 (unk., VII – deacon), P. Mich. Copt. 19 (Fayyum, VII – a *leitourgos* plus Apa Ale), O. Crum VC 31 (unk., VII – a lashane and a priest), and SB Kopt. I 24 (Elephantine, early VII – a deacon).

Clause	Percentage of total w/this wording	Percentage of total with the clause missing	Percentage of total with a different clause
clause ⲛⲁⲙⲫⲓⲃⲟⲗⲉⲓ (without dispute)			penalties)
5. Acknowledgement clause using ⲥⲧⲟⲓⲭⲉ	44%	46%	9%

The percentages of documents in which the principal clauses are used would be higher if fragmentary documents without the extant clause were deleted from the calculations. Indeed, if the percentage of the documents with the clause missing were re-distributed to either the column with the principal clause or to the column with a different clause based on their existing percentages, the percentages using the principal clause would be over seventy per cent in every column except that of creditor protection. These figures demonstrate that the scribes were working from a model document, which did not change significantly during this period of time. In this regard, Sarah Clackson noted that the characteristic formula of ⲧⲓⲭⲣⲉⲱⲥⲧⲉ ... ⲛⲕⲁⲑⲁⲣⲟⲥ ⲕⲁⲓ ⲁⲡⲟⲕⲣⲟⲧⲟⲥ was found in a model loan agreement used for scribal training found in the Theban area.[646] The model document may have been degraded in some locations or transmitted orally, which could explain the spelling variations. The most important point is that the model form was established at least by 595/6, the date of the earliest documented Coptic debt acknowledgment (which used the standard format), and did not change throughout the seventh century. None of these documents, including CPR IV 90, which is securely dated to 595/6 because of a reference in the oath clause to Emperor Maurice, contain regnal or consular dating. In this regard, they are very similar to the Greek short form debt acknowledgement, which are dated in many cases to before the Persian and Arab conquests, and do not contain regnal or consular dating clauses. Because these Coptic documents have a set format, which can be dated to before the Persian and Arab

[646] Clackson (2000), p. 97, ft. 2.

conquests, the assumption that all of them, except those which by exception can be securely dated to after the conquests, must have been written after the conquests, is not supportable. Many of them probably were written after the conquests, but it is also probable that some, especially those with subtracted carats or other indices of pre-conquest formulas, were written before the conquests.

The existence of a Coptic debt acknowledgement model raises a number of important questions, including by whom and why it was distributed. I am aware of no direct evidence on this question. The Coptic debt acknowledgements are very similar in format to the Greek short form documents in a number of ways. They contain no regnal dating clause. They identify the parties by name, patronym, location and often occupation. They do not generally use the nomina Aurelius or Flavius. They contain an acknowledgement of receipt of principal, a promise to repay, often a brief creditor protection clause, an acknowledgement by the debtor, a notarial identification clause and sometimes witnesses. The Greek short form debt acknowledgements generally use the phrase στοιχεῖ μοι, which is also frequently used by the Coptic documents. The notarial identification of both sets of documents is generally the same. Because of these similarities, the Greek short form was either a model for or a contemporaneous development with the Coptic documents.

There is one additional model for the Coptic documents. Many of the Coptic documents use the phrase ⲕⲁⲑⲁⲣⲟⲥ ⲕⲁⲓ ⲁⲡⲟⲕⲣⲁⲇⲟⲥ (clearly and without dispute), which came from the Greek καθαρῶς καὶ ἀποκρότως. There are only ten Greek debt acknowledgements using this clause, all dated to the second half of the sixth century or the seventh century.[647] They are spread across middle Egypt, coming from the Hermopolite nome, Aphrodito, Antinoopolis, Oxyrhynchus, Apollonopolis, Herakleopolis

[647] See Table 6 supra.

and Arsinoe. With one exception,[648] they all use an acknowledgement of receipt clause using the word χρεωστῶ (I owe), which is otherwise attested but not the most commonly used word for receipt in Greek documents. All of the documents but two (with two others lacking that clause) use a repayment clause using the words ἔχω παρασχεῖν (I will provide),[649] again attested but not the most commonly used word. Three of them use the word ἀναμφιβόλως or ἐν ἀναμφιβόλῳ (without dispute),[650] which is not common in the Greek documents but frequently found in the Coptic documents. Half use the phrase στοιχεῖ μοι (I am satisfied) in the debtor's acknowledgement,[651] a mid-sixth century innovation common in the Greek short form and Coptic documents. Furthermore, these ten documents include both Greek long form and Greek short form debt acknowledgements. The marked similarity of these ten documents makes it very likely that they were based on a model, which was also widely distributed.

So, the question is: assuming that this form was a model for the Coptic documents, where did the model come from? What do the ten documents have in common? There are three possible answers to this question: Dioscorus of Aphrodito, the rural elite, or the Coptic churches and monasteries. Three of the documents came from Dioscorus' archive,[652] four involved estates,[653] and three involved rural officials or landowners.[654] None involved clergy or religious institutions, but we are dealing with a small sample. Only three of these documents clearly pre-date the earliest securely dated Coptic

[648] P. Cair. Masp. II 67164 uses ἔχω καὶ ὀφείλω (I have and owe you).
[649] The exceptions are P. Oxy. LXXII 4930 (διδόναι) and P. Ross Georg. III 53 (ἀποδώσω).
[650] SB III 7201, P. Koeln VII 322 and P. Ross Georg. III 53.
[651] The following documents use στοιχεῖ μοι: SB XII 10810, P. Cair. Masp. II 67164, P. Edfou I 2, P. Oxy. LXXII 4930 and P. Ross Georg. III 53. The clause is no longer extant for SB III 7201, P. Cair. Masp. II 67165 and P. Koeln VII 322. The last two, P. Oxy. LXVI 4535 and P. Amh. II 151 use another clause stating that the debtor had the deed made. P. Edfou I 2 uses both the phrase στοιχεῖ μοι and a clause saying that the debtor had the deed made.
[652] SB III 7201, P. Cair. Masp. II 67165, and P. Cair. Masp. II 67164.
[653] P. Oxy. LXVI 4535, P. Oxy. LXXII 4930, P. Amh. II 151, and probably P. Edfou I 2, whose creditor is a slave or servant and whose witnesses are Flavii.
[654] SB XII 10810 (loan by a coin weigher to a village *boethos*), P. Koeln VII 322 (farmer to a villager involving a debt of fifty solidi), and P. Ross Georg. III 53 (village head of the sailors to the *strategos*).

document (595/6). Those three all came from Dioscorus' archive. Given the wide distribution of this Greek form, it is very possible that its wording became part of the Coptic formulary from any number of sources, but it is tempting to see Dioscorus, a bi-lingual notary who worked in Antinoopolis, capital city of the Thebais province, and who was known to have written early Coptic legal documents and a Greek-Coptic glossary, and to have been a strong supporter of the Coptic Church, as the source of the Coptic legal formulary.[655] That formulary could then have been distributed, perhaps through the churches and monasteries.

If Dioscurus was not responsible, then who was? In this regard, it is worth noting that all of these documents involve the rural elite – estates and officials. These elites would have had access to notaries, including those fluent in Coptic, and could have had a Coptic formulary created. They also would have been in the position to enforce the forms in cases of dispute. The third possible source was the Coptic churches and monasteries. They taught their monks and deacons to read and write. They used Coptic for their religious documents, so were very familiar with it. They may have translated these Greek forms. I think that it is more likely that the rural elite drove the creation because they had the power to do it and, through their local authority, to enforce the Coptic format in arbitrations and mediations. A definitive answer, however, is not yet available to us, although I think that a diachronic study of the other large sets of personal legal documents (leases, sales and other contracts) would provide additional information that might clarify the transition. Possible reasons for the development of the Coptic legal forms are discussed at the end of this thesis.

[655] For information on Dioscorus of Aphrodito, see Leslie MacCoull, *Dioscorus of Aphrodito: his work and his world* (Berkeley, 1988) and Fournet (2008).

Chapter IV – The use of law and its relationship to identity within the Empire

A. Introduction

Justinian I, Emperor of the Eastern Roman Empire from 527 to 565, was a complex man, variously lauded for his achievements in expanding the empire and reviled for being an 'ideologue with visions of world domination'.[656] Among the accomplishments for which he is generally praised is the publication of a definitive collection of imperial constitutions, the *Codex Justinianus*, initially promulgated in 529 and then revised and re-promulgated in 534.[657] This publication included sections from earlier compilations of imperial constitutions, such as the Theodosian Code[658] and the Gregorian and Hermogenian Codes, and the constitutions of intervening emperors, plus early ones issued by Justinian I. The *Codex Justinianus* was followed by the *Digest*,[659] *Institutes*,[660] and Novels,[661] which today are generally all considered part of the *Corpus Iuris Civilis*, the compilation of Justinian's legal efforts. The effect of publication of these legal texts on routine legal documents in Egypt has been the subject of much debate. There are at least four scholars who have recently written articles or books taking the position that the Egyptians in the Byzantine period were consciously using Roman law, that the impact of imperial legislation in Egypt in this period was more or less significant depending upon the specific legal field and the social status of the parties, and that Egypt was similar to

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[656] Michael Maas, "Roman Questions, Byzantine Answers: Contours of the age of Justinian," in M. Maas, ed., *The Cambridge Companion to the Age of Justinian* (Cambridge, 2005), pp. 3-27, at p. 4.
[657] *The Annotated Justinian Code*, eds. Theodor Mommsen and Paul Krueger, trans. into English by Fred H. Blume and revised by Timothy Kearley in 2002-2009, found at: http://uwacadweb.uwyo.edu/blume&justinian/default.asp (last accessed 8 April 2015).
[658] Clyde Pharr, comm. and trans., *The Theodosian Code and novels, and Sirmondian Constitutions* (New York, 1969).
[659] Theodor Mommsen with the aid of Paul Krueger, eds. of the Latin text, Alan Watson, trans. into English, *The Digest of Justinian* (Philadelphia, 1985).
[660] J.A.C. Thomas, *The Institutes of Justinian, text, translation and commentary* (Amsterdam, Oxford, 1975).
[661] Also translated into English by Fred Blume and edited by Timothy Kearley, available at http://www.uwyo.edu/lawlib/blume-justinian/ajc-edition-2/novels/index.html.

other provinces in its adoption of Roman law.[662] There is approximately the same number of scholars on the other side, taking the position that legislation coming from Constantinople had virtually no effect on Egypt.[663] In addition to the scholars taking a largely all or none position on the applicability of Roman law to Egypt, there are scholars looking at the reception of Roman law in the provinces in the later Roman Empire from the bottom up, asking "*whether*, how and why Rome's subjects, as individuals and groups, availed themselves of the Roman legal system."[664] These scholars are using more of a legal anthropology approach. Tempering these scholars are others who note the benefits but also the risks of interdisciplinary interpretations of law and history.[665] These risks include the complexities of understanding not only the meaning of a specific text, but also its context and place within the legal system.

This chapter will make three arguments. First, it will argue that Justinian I was very successful in disseminating his vision of the law, and indeed more so than his predecessors. The long form Greek debt acknowledgement, for example, gradually coalesced around certain preferred wording by the middle of the sixth century. There was a marked standardization of language used in the acknowledgement of receipt clause during the fifth and into the sixth century. The preferred word used for the promise to

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[662] Joelle Beaucamp, "Byzantine Egypt and imperial law," in Bagnall, ed., *Egypt in a Byzantine World, 300-700* (Cambridge, 2007), pp. 271-287; Leslie MacCoull (2009); and Traianos Gagos and P. van Minnen, *Settling a Dispute, Toward a Legal Anthropology of Late Antique Egypt* (Ann Arbor, 1994). Compare N. Kruit, "Review of Gagos and van Minnen – *Settling a Dispute*," *Bibliotheca Orientalis* 55 (1/2) (1998), pp. 167-171. In addition, Mario Amelotti and Livia Zingale, *Le Constituzioni Giustinianee Nei Papiri E Nelle Epigrafi, 2nd Ed.* (Milan, 1985) address the issue. They are more conservative in approach but discuss a number of papyri that can reasonably be read to refer to a specific provision of law issued by Justinian.

[663] Herwig Maehler (2005), pp. 121-140, and citing to Wolff, "Das Vulgarrechtsproblem und die Papyri," *Zeitschrift der Savigny-Stiftung RA* 91 (1974), cit. n. 55, p. 104. Other scholars taking this position include: Yiftach-Firanko (2009), pp. 541-560, at 557 (with regard to the period through the fourth century); Arthur Schiller, "The fate of imperial legislation in late Byzantine Egypt," in Hazard and Wagner, eds., *Legal Thought in the United States of America under Contemporary Pressures* (Brussels, 1970), pp. 41-60; and Benjamin Kelly, *Petitions, Litigation, and Social Control in Roman Egypt* (Oxford, 2011), pp. 29-31.

[664] Caroline Humfress, "Laws' Empire: Roman Universalism and Legal Practice," in Paul J. Du Plessis, ed., *New Frontiers, Law and Society in the Roman World* (Edinburgh, 2013), pp. 73-101, at p. 93.

[665] For example, Jean-Jacques Aubert and Boudewijn Sirks, eds., *Speculum Iuris, Roman Law as a Reflection of Social and Economic Life in Antiquity* (Ann Arbor, 2002), especially the two concluding articles, pp. 169-192.

repay became one of the tenses of ἀποδίδωμι (I will repay). The form of the notarial acknowledgement also became standard, using either the Greek δι’ ἐμοῦ or the Latin *di emu*, with Constantinople, Alexandria, Oxyrhynchus and Arsinoe, and perhaps other locations, adding either the Greek word ἐτελειώθη (completed), or the Roman spelling of that word, *eteliothe*, in the sixth and early seventh centuries. Changes instituted by Justinian I, such as requirements for regnal dating, changes in the liability of co-debtors and reductions in interest (to the extent adopted), were generally attested within twenty or so years. Changes by earlier emperors, such as the reduction in interest in kind from the former fifty per cent to thirty per cent, promulgated in 325[666] did not start to show up in the loans until 432, more than a century later.[667] Justinian I’s legal pronouncements thus were better disseminated and Rome’s subjects were more receptive than had been the case with earlier imperial decrees.

The second argument is that Justinian’s success in disseminating his legal vision had collateral consequences. The *Codex Justinianus* and subsequent Novels and Edicts repeat certain fundamental concepts about law. One of these concepts was a sensitivity to and accommodation of the possible inability of rural communities to comply with all of the niceties that Justinian I would have liked to have seen in documents. Justinian I’s legal work also shows a preference for implementing the intent of the parties, without the necessity of their using specific authorised words, and a desire to improve the lot of common people. His dissemination of previous legal changes included a provision by Emperor Leo dated to 472 that permitted the enforcement of any written agreement in which the consent of the parties was clear, without the requirement for a formal stipulation clause. This pre-dated and may have been the impetus for the later Greek short form and Coptic debt acknowledgements. The short form Greek debt

[666] Th.C.2.33.1 (325/6).
[667] This may have been the result of the publication of the Theodosian Code, depending upon when it was actually distributed.

acknowledgement was principally used in more rural areas, and was probably much less expensive to prepare. The Coptic debt acknowledgement is very similar to the Greek short form debt acknowledgement, and arose in rural, religious and military communities in which a preference for use of the Egyptian vernacular and a desire for simpler, less expensive documents, combined to drive its development. In both of these documents, both the content and rhetoric of Justinian I and his legal advisors can be seen as an influence.

The last argument is that the areas of resistance, in which notaries and their clients did not pick up Justinian's changes, provide even more information on notarial practices and client preferences. The preference of certain urban notaries for specifying future as well as current property in the *praxis* clause, for example, may illustrate either the conservatism of urban notaries or perhaps a certain lack of trust given the possibility of future changes in this area. The continuing lending at interest by clergy in the face of canonical, although not legal, prohibitions and the continued use of interest rates in excess of those established by Justinian I - when the new rates were clearly publicised - probably indicates the strength of economic factors, such as the necessity of earning of living, in the face of these legal changes.

The use of law is important because law is a principal indicator of identity. For the Romans, the written law was equated with civilisation. The fifth-century historian Priscus said, in defending the Roman state from criticism by a former Roman citizen, that:

> "The creators of the Roman republic," I said, "who were wise and good men, in order to prevent things from being done at haphazard made one class of men guardians of the laws, and appointed another class to the profession of arms, who were to have no other object than to be always ready for battle, and to go forth to war without dread, as though to their ordinary exercise having by practice exhausted all their fear beforehand. Others again were assigned to attend to the cultivation of the ground, to support both themselves and those who fight in their defence, by

contributing the military corn-supply.... To those who protect the interests of the litigants a sum of money is paid by the latter, just as a payment is made by the farmers to the soldiers. Is it not fair to support him who assists and requite him for his kindness?.... Those who spend money on a suit and lose it in the end cannot fairly put it down to anything but the injustice of their case. And as to the long time spent on lawsuits, that is due to concern for justice, that judges may not fail in passing correct judgments, by having to give sentence offhand; it is better that they should reflect, and conclude the case more tardily, than that by judging in a hurry they should both injure man and transgress against the Deity, the institutor of justice …"

My interlocutor shed tears, and confessed that the laws and constitution of the Romans were fair, but deplored that the governors, not possessing the spirit of former generations, were ruining the State.[668]

Post-Roman successor states in the West either adopted Roman law or developed a modified version of those laws.[669] The eastern Mediterranean, or at least Egypt and Nessana which provide contemporaneous documents for our examination, saw itself as Roman and wrote their legal documents with a view to possible appeal to Roman officials. Moreover, the degree of identification with the empire increased from the fifth through early sixth centuries, making the changes that occurred in the seventh century even more dramatic.

This chapter will proceed with a brief explanation of the Roman law on loans, followed by a discussion of the changes to that law that occurred between 400 and 700, and the extent to which the changes were adopted first in the Greek long form acknowledgements and then in the Greek short form and Coptic form.[670] Appendix C

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[668] R.C. Blockley (1981), p. 55-59.

[669] Heather (1999), pp. 234-258, at pp. 236-7; Moroney (2012), pp. 155-163; Pohl and Reimitz (1998); and C. Brélaz (2008), p. 45-66.

[670] See Appendix C. Information for Roman law governing loans between 400 and 650 comes principally from the Theodosian Code and the *Corpus Iuris Civilis.* Both texts are generally regarded as accurate for the material that is present, although there are minor errors with regard to dates and the identity of promulgating emperors, and some of the original text is missing and may have been filtered by later copyists. So, unless otherwise identified in the context of a particular law, these materials including the Novels will be used. See Tony Honoré, *Law in the Course of Empire, 379-455 AD, the Theodosian Dynasty and its Quaestors* (Oxford, 1998), p. 150-154; Detlef Liebs, "Roman Law," in Cameron, Ward-Perkins and Whitby, eds., *The Cambridge Ancient History, Vol., 14, Late Antiquity, empire and successors, 425-600 AD* (Cambridge, 2000), pp. 238-246 at pp. 245-246; Boudewijn Sirks, *The Theodosian Code, A Study* (Friedrichsdorf, 2007); John Matthews, *Laying Down the Law: A Study of the Theodosian Code*

contains a chart reflecting the more significant changes that occurred, taken from a review of the Theodosian Code, the *Codex Justinianus,* the Novels, the *Digest* and the *Institutes*. Changes involving maritime loans are not included in the Appendix or in the discussion in this chapter because there are no extant maritime debt acknowledgements in my period of study. Similarly, changes involving bankers, of which Justinian I propounded many, are also not included because there are so few debt acknowledgements involving bankers. Finally, the changes impacting the pledging of property of religious organizations are not included because there is only one debt in which the debtor is clearly representing a religious organization,[671] as opposed to a cleric lending or borrowing on his own cognizance.

B. The Law of Loans

Let us consider briefly the legal framework of the loans. Roman law provided for several different types of loans or deposits: the *mutuum* or loan for consumption, the *commodatum* or loan for use, and the *depositum* or deposit.[672] All of these types have two common elements: an agreement and the handing over by one person to another of a *res* or thing. The first, the *mutuum*, transferred ownership to the recipient with the obligation by the recipient to return the same sum of money or the same quality and quantity of fungible property (for example, grain or vegetable seed). Interest on a *mutuum* was originally provided by a stipulation, although Constantine I decreed that interest could be paid if provided for in a *cheirograph* for a loan of gold, silver or vestments.[673] No additional stipulation was necessary. By the time of Leo I, any written contract

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(New Haven, 2000); Boudewijn Sirks, "The Colonate in Justinian's Reign," *The Journal of Roman Studies* 98 (2008), pp. 120-143 at p. 121.

[671] P. Bad. VI 173 (VI-VII).

[672] Kaser (1980), pp. 202-206; William Buckland, *A Textbook of Roman Law from Augustus to Justinian, 3rd ed.* (Cambridge, 2007), pp. 459-478; Robert Lee, *The Elements of Roman Law with a translation of the Institutes of Justinian, fourth edition* (London, 1956), pp. 290-296.

[673] C.J.4.32.25.

expressing the consent of the contracting parties was valid although not entered into by the usual words.[674] A formal stipulation was unnecessary if the consent of the parties was clear.

The *commodatum* gave the right to use the property for a period of time and the *depositum* entailed the duty to safeguard and return the property. Money could be deposited in such a way that the depositee could use it becoming the owner and promise by separate stipulation to provide interest (*depositum irregulare*).[675] All of the loan documents that I have collected are *mutua*, that is, money or fungible produce transferred from the creditor to the debtor for the debtor's use with a (superfluous) promise by the debtor to repay the loan with money or produce at a specified time or on demand. There are papyri which reflect a *commodatum* or *depositum.* The documentation for the loan for use (*commodatum*) appears to arise most frequently in an agricultural context, for example, when a landowner provided equipment for a tenant to use but whose title remained with the landlord.[676] The *depositum* appears to arise most frequently in banking and business situations, and few of these documents survive in Late Antiquity, perhaps because of the loss of documents from the larger cities.[677] Not surprisingly, the documentation of a loan for use or a classical deposit (property left with another for safekeeping) is often in the form of a receipt and does not contain the same clauses as a *mutuum* of money or fungible property. The following discussion will address *mutua.*

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[674] C.J.8.37.10 (472). See also Kaser (1980), p. 50.
[675] Kaser (1980), p. 205; Buckland (2007), pp. 466-467.
[676] See for example, P. Oxy. I 137 (receipt of a waterwheel to be used in irrigation for seven years).
[677] See for example, P. Oxy. XLII 3049 (247) – a deposit of grain. Cf. Jane Rowlandson, ed., *Women and Society in Greek and Roman Egypt – a sourcebook* (Cambridge,1998), p. 261, who said that Egyptian loans which are repayable on demand as opposed to be on a fixed date are *depositi* rather than *mutua.* I disagree with her. There is nothing in the law governing *mutua* that limits or prohibits the repayment to be on the demand of the creditor. The *mutuum* is characterised by an intention that the debtor use the money or fungible goods, and repay them, with or without interest. The *depositum* is a contract to hold and care for the money or property. This contract could permit the holder to invest the money or use the property under certain conditions, but in this case, these conditions are likely to be spelled out. Thus the *depositum* is more likely to be seen in the case of a banker, who accepts the funds of clients, and either holds them or invests them as provided in his agreement with the client. The extant Byzantine Egyptian loans repayable on demand are, in my opinion, *mutua*.

As discussed in the previous chapters, debt acknowledgements frequently provided that the debtor pledged some or all of his property if he defaulted. Under Roman law the *pignus* was the transfer in possession or agreement to transfer property in possession to secure a loan or any debt under circumstances in which the creditor had the duty to return it when the debt was extinguished, and the right to sell it if the debt were not discharged, with a further obligation to return any proceeds in excess of the amount of the debt.[678] The *pignus* should be distinguished from the more general *hypotheca* in which the owner of property pledges property as security for debt, but the property does not change hands unless it is seized for non-performance of the contract.[679] Already in the second century CE, *pignus* had lost the requirement of transfer and had become equal to a *hypotheca.*[680] In late antiquity, the word 'pledge' or *pignus* was often used indiscriminately whether the property was delivered or not.[681] Some differences might exist with regard to immediate rights. A creditor in possession could sell the property under the pledge and give immediate possession and transfer ownership to a buyer. A creditor with a pledge but not in possession might have to sue for possession before he would be able to effectively sell the property.[682] Both *pignus* and *hypotheca* should be distinguished from the *antichresis*, which is a pledge with a right to use the property or keep the fruits without set-off and so always involves a transfer of possession of the item pledged.[683] This basic framework for Roman loans did not change substantively in late antiquity.

There were, however, significant changes in other areas. First there were changes in the procedural requirements for establishing loan documents, dating protocols and on

[678] D.13.7.6.1.
[679] D.13.7.9.2. Ulpian, Edict, book 28: Strictly speaking, we use *pignus* for the pledge which is handed over to the creditor and *hypothec* for the case in which he does not get his pledge.
[680] See, for example, the discussion by Urbanik (2009).
[681] D.13.7.1.1; D.20.1.5.1; Inst. 4.6.7.
[682] See the headnotes to C.J. Book IV, Title XXIV, as prepared by Blume, and C.J. 8.27.13.
[683] Kaser (1980), Sec. 31, III, 5.a., p. 160-161; Schwarz (1911), Kupiszewski (1974); J. Alonso, "The *Alpha* and *Omega* of *Hypallagma*," *JJP* 38 (2008), pp. 19-52.

the wording required to create a security in both current and future property. The period of time in which a debtor could raise the defence that money had not been given to him as described in a loan document was reduced, and there were changes to the remedies against sureties and women. Additional restrictions were placed on the seizure of family members to redeem a loan. Finally, there were significant changes in the amount of interest that could be collected. All of these changes are discussed below.

C. Changes that were adopted in the debt acknowledgements

Under classical Roman law, the only obligation arising from a *mutuum* was to return the loaned item(s) with item(s) of the same kind and the same number or weight. They were proved by oaths from the parties, and often the testimony of witnesses. As discussed earlier, an agreement to provide interest was not binding unless it was expressed in the form of a stipulation. By the time of the Roman Empire, however, the recording of most major transactions became common.[684] In general, a loan could be proved in one of four ways: through a *cheirograph* or declaration;[685] through a written witnessed agreement;[686] through an appropriately maintained banker's account book perhaps supplemented with handwriting comparisons and testimony;[687] and through oaths and oral testimony.

Proving these documents in the face of statements by the debtor that he or she either did not agree to the loan or loan provisions or did not receive the money, is frequently addressed in the Theodosian and Justinian Codes. The Theodosian Code contains a provision dated 377 stating that an account book was not sufficient to prove a loan without production of a written acknowledgement of debt or of some other manifest

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[684] Kaser (1980), p. 51-52.
[685] Ibid., p. 52-53.
[686] Ibid.
[687] Robin Evans-Jones and Geoffrey MacCormack, "Obligations," in Ernest Metzger, *A Companion to Justinian's Institutes* (London, 1998), pp. 127-207, at pp. 149-150.

document.[688] It also contains a detailed provision dated 421 on proving debts, which set limits on the time periods in which a creditor may sue on a debt instrument as well as established proof requirements, especially when the debtor was dead.[689] Debtors, for example, were given five years to raise the defence that they had not received the loaned item(s) identified in a declaration that he or she had signed.[690] These proof requirements included writing comparison and the testimony of witnesses to the loan or to efforts to collect, including letters sent seeking collection.

Justinian made the greatest changes to the requirements for proving written transactions, including debts. He was uncomfortable with handwriting comparison as a method of proof, having seen cases where differences in handwriting cast doubt on the validity of a transaction, which was later proven valid by witnesses. So, in 538 he established the following rules.[691] Publicly registered documents needed no additional evidence to be proven. Those written and witnessed by at least three credible people could be proved by the testimony of the witnesses. Those prepared and completed by a notary, if produced in the original, could be proved by the testimony of the notary or other witnesses or through handwriting comparison. Privately written documents if executed in the presence of three witnesses could be proven by the testimony of at least two of the witnesses or handwriting comparison. If the privately written document was not executed in the presence of at least three witnesses, it could only be proved if admitted by the debtor. Justinian I provided for other means of proof when documents were destroyed or the witnesses or notary had died, and he permitted earlier practices in rural areas to continue because of the lack of notaries and literate witnesses.[692]

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[688] Th.C.10.16.3 (377).
[689] Th.C.2.27.1-5 (421).
[690] Later reduced to two years by Justinian. See C.J. 4.30.14.
[691] N. Jus. 73 (538).
[692] N. Jus. 73.9 (538).

By far the majority of the Greek long form debt acknowledgements were written by notaries or unofficial scribes, and contain their acknowledgement. Most of these also have another individual signing for the debtor. In addition, another forty-six debt acknowledgements contain witnesses, most generally with at least two or three of them, in addition to the notary. Only a handful of the documents appear to be bare self-declarations with no witnesses. These often involve very small amounts of money[693] or follow-on debts already secured with a note or *hypotheca*.[694] These provisions do not change during the three hundred years of debts examined in this thesis. What does change is the addition of the word 'completed,' either in Greek (ἐτελειώθη) or Latinised Greek (eteliothe),[695] to the notarial acknowledgement. Notarial completion was stressed in the description of appropriate means of proving documents by Justinian in 528, although it certainly reflects an earlier practice. The loans from Alexandria drafted in 494[696] and 499[697] both contain this word. Notarial completion is attested in documents from Oxyrhynchus and Herakleopolis as early as 427 but it was not generally used until the sixth and seventh centuries. It also appears in loan documents from Arsinoe in the sixth and seventh centuries. The word 'completed' is not attested in other Egyptian cities or villages, including the city of Hermopolis, a large and important city, although this may be a factor of the documents which have survived. Thus Greek long form debt acknowledgements largely complied with the higher proof requirements by providing for a notarial acknowledgement, generally with a separate person signing for the debtor if he or she was illiterate. In many cases, witnesses were used as well. There are very few self-declarations, and these seem to be used in circumstances in which the debtor would not be anticipated to deny the loan.

693 BGU XIX 2838 (V-VI) – six carats.
694 P. Ness. 44 (598), P. Herm. 64 (VII).
695 See Table 9 *supra*.
696 P. Oxy. LXIII 4394 (494).
697 P. Oxy. LXIII 4395 (499).

The Greek short form debt acknowledgements were also usually written by notaries. Eleven of the fourteen documents contain a notarial acknowledgement clause, although may have been written by the debtor.[698] The remaining three documents probably had such a clause but it is no longer extant. With one exception, they all contain acknowledgements in which the debtor either confirms his receipt of the money and promises to repay it, or acknowledges that he is satisfied with the above written terms. Three of the thirteen short form debt acknowledgements have witnesses as well as the notarial acknowledgement.[699] Two of the three have three witnesses each. One, P. Ness. 55, has only one witness, but it also has two other individuals participating in the transaction. They are receiving money on a behalf of a third person who agrees to repay it. With these two additional parties, there are a total of three witnesses. Thus, in all the documents with witnesses, the formal requirements for witnesses have been met, generally with a notarial acknowledgement as well.

The Coptic debt acknowledgements also generally contain debtor acknowledgements of satisfaction with the terms of the agreement and notarial acknowledgements. In this regard, ninety percent of documents with at least a partial execution section have a statement that the debtor is satisfied with the terms of the agreement, either in the first person singular or plural (ⲧⲛⲥⲧⲟⲓⲭⲉ - we are satisfied). Almost as high a percentage have a notarial acknowledgement clause. Another twenty-five of the documents contain witnesses in addition to the notary.[700] The vast majority of these have two witnesses or a notary who also witnesses plus an additional witness. It is unclear why the general Greek requirement for three witnesses appears to have been

[698] P. Ness. 55 (682?), P. Ness. 44 (598), BGU III 795, 796 and 797 (575-599), SB X 10554 (575-599), SB XII 10810 (later VI), P. Herm. 64 (VII), P. Mich. XIII 669 (529/514), SPP XX 112 (575), P. Kramer 13 (ca 546).
[699] P. Ness. 55 (682?) has one witness, BGU III 795 (575-599) has three witnesses and BGU III 796 (575-599) has five witnesses.
[700] See footnote 639 *supra*.

reduced in the Coptic documents to two, but this may reflect the rural nature of many of these documents and the lack of literate people.

Another area in which most of the Greek long form debt acknowledgements (but not the Greek short form or the Coptic documents) complied with changes in Roman law was in the area of dating protocols. As discussed earlier, Justinian added a requirement in 537 that legal documents provide the name of the current emperor, the consuls if they exist, indiction year, month and day.[701] The earliest Egyptian papyrus with regnal dating dates to 539, indicating early dissemination of the requirement. Compliance was not consistent in Egypt until the late 560s. An examination of the documents from Hermopolis indicates that those documents from urban notaries appear to have adopted the change fairly rapidly. Those documents from monasteries and churches, which were probably drafted by unofficial scribes, were much slower to adopt the requirement. The lack of earlier documentation prevents us from knowing when the adoption of regnal dating occurred in Nessana. It appears by the 570s, when we have the first papyri with a complete dating clause after the requirement was issued. The Greek long form debt acknowledgements then largely continued to use regnal dating until the Persian and Arabic invasions. Exceptions mainly arise from churches, and probably involved unofficial scribes.[702]

The Greek short form and the Coptic debt acknowledgements never used regnal or consular dating regardless of when they were executed. Instead, they use indiction year, plus month and day. Because most of the Greek short form documents and at least two and probably more of the Coptic documents pre-date the Persian and Arabic invasions, this decision not to use regnal dating cannot be due to the invasions. It must be due to a decision that regnal and consular dating was not required for enforcement of the

[701] J. Edict 47 (537).
[702] For example, P. Harrauer 54 (579), in which Justin II is identified as the emperor after his death.

documents, and that it was easier and less expensive to draft documents without reciting reliable information about the current emperors and consuls.

The rhetoric used by Justinian I and his legal advisors must have facilitated the acceptance of these short forms, especially for rural areas. Justinian I was careful to respect the restricted literacy of rural areas. In his Novel 73.9, which sets forth amended proof requirements for documents that were not publicly registered, he states that: "…in the country, where rural simplicity exists and no writers and few witnesses are found, present laws shall govern." He uses similar language in C.J. 6.23.24.26 and 31, which address wills, and in his Novel 47.c.4.3, addressing marriage formalities. He was also a strong believer that the intent of the parties should be followed, even if not all the technical requirements were met. For example, in C.J. 6.23.24 (528), he specifically ruled that errors of notaries will not invalidate a will if it is otherwise clear what the testator intended. Similarly, in C.J. 8.17.9, he ruled that wording sufficient to convey the general pledge of property is enough to bind both future and current property. This concern for the reduced capacity of rural areas to comply with legal technicalities and the desire to implement the intent of the parties regardless of minor legal deficiencies would have been disseminated with his legal pronouncements and influenced those determining the legality of documents.

A third area in which the debt acknowledgements adopted changes to Roman law was in the area of remedies against sureties. Many debts had sureties, people who promised to be jointly liable on the debt with the principal debtor. Because of the joint nature of this liability, creditors could and often did sue the surety rather than the principal. This could place the surety in a poor legal position because he might not be able to claim against co-sureties or property pledged for the debt. Justinian addressed this problem in 535 when he decreed that creditors must sue the debtor before any sureties, unless the debtor is not in the same jurisdiction, in which case the surety had a reasonable time to locate and return the debtor.[703] He gave the rights of action of the creditor against the debtor to any surety paying the debt, and he also decreed that creditors must sue the debtor before trying to collect against debtor property held by others. Justinian then declared in 539 that unless co-debtors or sureties stated that they were severally liable, each was only liable for his share of the debt. If they agreed that they were severally liable, then each was obligated only to pay his share of the debt unless the others were unavailable or insolvent. In the latter case, the surety was fully liable.[704]

There are thirty-eight Greek papyri debt acknowledgements with co-debtors and another fourteen with separate sureties or guarantors who are not reflected as accepting the debt but who 'co-sign,' if you will, placing his or her assets at risk to ensure payment. Some of the joint-debtors may in fact be sureties, but this cannot be ascertained from the documents. Of these documents with co-debtors, almost all have several liability clauses (ἀλληλεγγύων ὄντων) and pledge all of their property for repayment. Those few without such clauses are either fragments or have some special provisions, such as provisions permitting the lender, their employer, to take the money from their wages. After Justinian's legislation, however, we see three Greek papyri loans in which there are co-debtors responsible for different shares of the debt.[705] The timing suggests that these may be in response to the imperial legislation. There are twelve Coptic papyri debt acknowledgements with co-debtors. One of these has co-debtors each taking responsibility for half of the total debt.[706] In the others, the co-debtors each agree to the debt using the same words that an individual would use but in the first person plural (we

[703] N. Jus. 4.c.1 (535).
[704] N. Jus. 99.c.1.
[705] BGU III 736 (544/9); P. Lond. V 1718 (556) and SB I 5690 (later VII).
[706] O. Crum Ad 17 (VI or VII c).

as opposed to I). There do not appear to be any Coptic specific clauses for joint and several liability; the plural acknowledgement apparently serving that purpose.

Women had been prohibited from taking on the liability of others, and probably, in particular, the liability of their husbands since the early days of the Empire.[707] This effectively barred women from acting as sureties. Exceptions developed over time, permitting women to undertake liability when it was for their own benefit,[708] to save a father from judgment,[709] to provide a dowry for her daughter,[710] or when she had deceived the creditor.[711] Justinian confirmed these exceptions, and added the authority to be a surety to manumit a slave.[712] He also provided that if a woman confirmed the liability after two years or acknowledged in the document that she had been paid to accept the liability, it was enforceable.[713] He required that in all cases there must be written documentation with at least three witnesses.

There are only two Greek debt acknowledgements in which women are sureties. In one case, a mother-in-law without a husband acted as a surety for the debt of her son-in-law. No reason is provided for this but it post-dates Justinian's legislation and has four witnesses plus the notary.[714] It is possible that the woman was benefitting from the transaction is some way that is not reflected. The other case involved a daughter who acted as surety for her parents. No reason for the intercession is provided in the debt acknowledgment, but the document has numerous lacunae and in any event, daughters were legally permitted to act as sureties to save a father from judgment. There are

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[707] S*enatus consultum Velleianum*, dated 45 CE, discussed in Buckland (2007), pp. 444-445. Also, D.16.1, Paul, Edict, book 30: The *senatus consultum Velleianum* prescribed that women should not intercede on behalf of any person.

[708] D.16.11 Paul, Edict, book 30: If a woman receives money for her own use, but with the intention of lending it to others, there is no place for the *senatus consultum*; for otherwise no person will contract with women because he cannot know what they might do.

[709] D.16.1.21.1.

[710] C.J. 4.29.12.

[711] D.16.1.2.3.

[712] C.J. 4.29.22-25; N. Jus. 134, c.8.

[713] N. Jus. 134.

[714] SB XX 139 (531).

twenty-five Greek debt acknowledgements in which women are debtors or co-debtors, sometimes with a husband or son, but the terms of the agreements make it clear that the women are participating 'for their own need'. Two of the Coptic debt acknowledgements involve women debtors, but none involve women as sureties or co-debtors. In both of the Coptic debt acknowledgements involving women debtors, the woman appears to be accepting the debt for her own need, and thus would have been liable. With the two possible exceptions discussed above, in which it is not possible to know if they would have been legal, there is no indication of significant evasion of the restrictions on women acting as intercessors.

A final area to consider is the effect of the reduction on the period in which a debtor could raise the defence of non-payment of principal. Roman law in Late Antiquity protected the right of the debtor to argue that he had not received the money or fungible property that the loan acknowledgement specified.[715] Certain limitations were placed on this right. For example, a person who argued that a declaration was not in his handwriting who was proved wrong lost his defence of non-payment of principal.[716] In 421, the period of time in which a debtor who acknowledged that a declaration was in his handwriting but denied that he had received the principal was limited to five years.[717] Justinian further limited this period to two years.[718] Although all of the debt acknowledgements contain statements by the debtor that they have received the money or property, and a large number have promises by the debtor not to dispute the debt, none of them explicitly discuss or attempt to limit the right of the debtor to raise any defences which might be available to him. It is interesting, however, that the principal word used in the debt acknowledgements not to dispute the debt (ἀντιλογία), while found in a search

[715] C.J.4.9.4 (294); also C.J. Book IV, chapter XXX.
[716] C.J.4.21.16 (529).
[717] Th.C.2.27.1-5 (421).
[718] C.J.4.30.14.

of the Duke Database of Documentary Papyri being used as early as 221 BCE[719] and sporadically between then and 300 CE, becomes very common after 400. The period between 500 and the mid-600s, represents over half of the total usage of this word. In other words, there is a steady climb in the use of this word from 400 to the mid-600s, with over half of the usage in the final century or so. Most of these documents are debt acknowledgements. This is suggestive that the reaction of the notaries and scribes to the defence of non-payment of principal was not to try to restrict that right directly but to insert general clauses designed to reduce raising disputes more generally.

D. Changes that were not adopted or were partially adopted

There are several areas in which the debt acknowledgements either did not adopt or only partially adopted changes to the law governing debts. For example, Roman law since 414 had held that it was unnecessary for a debt acknowledgement to explicitly state that both current and future property was pledged for the security of the creditor in order for the pledge to be applied to both current and future property.[720] This provision was re-affirmed by Justinian in 538.[721] As noted earlier, most of the debts contained clauses in which the debtor pledged his property to secure the debt. Most of the clauses do not specify whether the property includes both current and future property, which under the law in effect at least from 414 if not earlier would result in the inclusion of future property. There are, however, nineteen debt acknowledgements in which the pledge explicitly includes future as well as current property.[722] Six of these are from the archive

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[719] P. Enteux 47 (221 BCE).
[720] C.J. 8.16.9 (414).
[721] C.J. 8.17.9 (538).
[722] P. Oxy. LXIII 4394 (494, Alexandria), BGU XIX 2836 (late V, Hermopolis), SB VIII 9770 (511, Arsinoite), P. Jena II 17 (515, Hermopolite), SPP XX 139 (531, Arsinoe), BGU XII 2197 (537/8, Hermopolite), P. Cair Masp II 67126 (541, Constantinople), P. Cair. Masp. I 67127 (544, Aphrodito), P. Herm 65 (553/4, Hermopolis), P. Lond. V 1717 (560-73, Aphrodito), P. Mich. XI 607 (569, Antinoopolis), P. Cair. Masp. II 67163 (569, Antinoopolis), P. Lond. V 1716 (570, Antinoopolis), P. Ness. 26 (570, Nessana), P. Ness. 27 (570-71, Nessana), P. Koeln III 156 (582-602, Antinoopolis), P. Ness. 46 (605, Nessana), P Ness. 147 (early VII, Nessana), and P. Amh. II 151 (610-19/629-641, Hermopolis).

of Dioscorus. The rest either come from cities (Constantinople, Alexandria, Arsinoe and Hermopolis) or from Nessana. The addition of the clause explicitly covering future property does not change the result that would probably occur without that clause (an effective pledge against both current and future property), but does no harm either. Whether this means that at least some larger city notaries were more conservative, not wanting to trust imperial law, or perhaps they were more aware that the law could be changed with a subsequent decree, is unclear. This provides, however, a good example of a change to Roman law that did not necessarily change notarial practices.

Another area of partial compliance involves the detention of debtor's children and family members to secure payment of the loan. Historically, a Roman father could sell his children into slavery, and some did so in dire circumstances. Roman law in late antiquity struggled with balancing the interests of the father and children against those of the purchaser. In 391, the Emperor Theodosius I issued a law that restored the freedom of all freeborn children who had been sold by their father into slavery, with the additional comment that there should be no payment to reimburse the purchaser of the children if the slavery had not been for a period of time that was not too short.[723] This was followed by a Novel issued by Emperor Valentinian in 451, after a time of famine in Italy, setting the maximum amount that could be demanded by a purchaser of a child sold into slavery to redeem that child at the purchase price plus one-sixth.[724] At least by late antiquity, family members of the debtor were not considered to be 'property' within the scope of the pledge or *hypotheca*.[725] Justinian in 556 propounded a Novel that creditors may not take the children of debtors as pledges or use them for servile labour.[726] Thus, children were not legally subject to seizure in case of default on a debt. That said, creditors apparently did

[723] Th.C.3.3.1 (391).
[724] N. Val. 33.1 (451).
[725] See C.J.8.16.1; D.20.1.6-8; C.J.4.43.2 and C.J.7.
[726] N. Jus. 134.c.7.

at times seize family members, as demonstrated by the fact that Justinian felt it necessary to ban the practice and add penalties for creditors who engaged in this.

Notwithstanding these laws, there are two debt acknowledgements in which children or siblings are pledged to ensure payment of a loan. The first, from 569, involves a daughter who is paying part of a debt owed by her now deceased father and taking a loan from another man for the balance of the debt in order to free her minor sister from her father's creditor and to place her with the new creditor until she could raise the rest of the money.[727] The document says that the sister's motive in doing this was that the initial creditor holding her minor sister was over-working her. This loan acknowledgement would have violated Justinian's Novel of 556. The documents do not tell us whether the notary, Dioscorus, in this case, was aware of the Novel. I suspect that he was aware at least that children could not legally be seized as pledges for debts. I also suspect that the underlying intent of this transaction was to ensure that the minor child was fed and clothed. The debt acknowledgement explicitly placed this responsibility on the new creditor. The older sister, a saltfish seller, may not have had the income to support her minor sister at the time. By placing her sister with someone whom she felt would treat her sister better until she had the money to redeem her, and presumably take care of her, she was providing for her sister's welfare in the best way possible.

The second debt acknowledgement with this kind of clause is similar. It is dated to the sixth century, and much of the document is no longer extant.[728] What is left, however, indicates that a brother placed his sister in the house of his creditor to work as a servant until the debt is paid. Like the previous example, this document contains explicit terms in which the creditor agrees to feed and clothe the woman. Like the previous example, it could reflect a situation in which the brother was unable to take care of his sister, and

[727] P. Coll. Youtie 92 (569).
[728] P. Iand. IV 62 (VI).

took the loan, placing his sister in the creditor's house to provide her with basic necessities. This situation occurs very rarely in the debt acknowledgements, and the examples in which we can clearly see a relative held as a pledge for an unpaid debt also reflect a situation in which the family is working to redeem her and to have her cared for in the interim.

The area of greatest resistance to Justinian I concerns interest rates. The rate of interest permitted by law varied over time. It is thought that the Twelve Tables, an early compilation of Roman law, fixed the rate of interest at no more than one-twelfth of the capital per month, which doubled the amount of the loan in a year.[729] By the time of Cicero, the highest permitted rate for loans of money was one per cent per month or twelve per cent per year,[730] although many people made loans in excess of these limits. For example, Cicero wrote that when he was governor of Cilicia, he discovered that Brutus, a fellow Roman noble, was charging the city of Salamis forty-eight per cent on a loan when the legal rate was twelve per cent, thus putting Cicero in a very difficult position between the law and his friendship.[731] Loans of fungible property carried interest rate of fifty per cent, in part because of the uncertainties of harvest or anticipated cash price of the harvest.[732] This was lowered to thirty per cent for farm produce in 325/6 by Emperor Constantine.[733] In 405, Senators were prohibited from taking more than six per cent interest per year.[734] Based on the general rule that local custom might supersede imperial law and the statement in Justinian's legislation of 528 that local custom could

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[729] Lee (1956), p. 291.
[730] Ibid.
[731] Cicero, *Letters to Atticus,* 5.21.10-12; 6.1.3-6, 16, cited by Peter Bang, "Predation," in W. Scheidel, ed. *The Cambridge Companion to the Roman Economy* (Cambridge 2012), pp. 197-217 at p. 206.
[732] Th.C.2.33.4.
[733] Th.C.2.33.1.
[734] Th.C.2.33.4 (405).

not increase the legal interest rate, it appears that the amount of interest could be higher if a local custom provided for higher interest, at least until 528.[735]

These general limits on interest did not change significantly until the early sixth century. In 528 Justinian capped interest rates for loans made by the following groups: four per cent per annum by persons of illustrious or higher rank, eight per cent per annum for shop managers and people carrying on a lawful business, twelve per cent per annum for maritime loans and loans of property in species, and six per cent per annum for all others.[736] His explanation for the change was to give relief from the harsh and heavy burden of then current interest rates.[737] He also decreed that judges may not permit a different rate because of any local custom, and that the cap in interest included commissions, fees or other income from the loan. In 535, Justinian I limited the interest on loans to farmers to be paid in kind to one-eighth of the amount owed, or 12.5 per cent. He then limited the interest on money loans to farmers to one siliqua (one twenty-fourth) per solidus, or 4.16 per cent.[738] Finally, in 544, he limited the interest that could be charged to churches and charitable institutions to three per cent per year.[739] The net effect of Justinian's changes to the law was to reduce the interest rate in all categories of loans, and for most people to six per cent per year. He also capped the interest that could be applied to a loan to the value of the principal and forbade the use of 'customary' rates of interest across the empire.

Many of the debt acknowledgements either do not mention interest, or mention interest but not the rate, or if they contain an explicit interest clause, the portion of the documents which identifies either the principal or the amount of interest, or both, is missing. This does not mean, however, that the loans that do not mention interest did not

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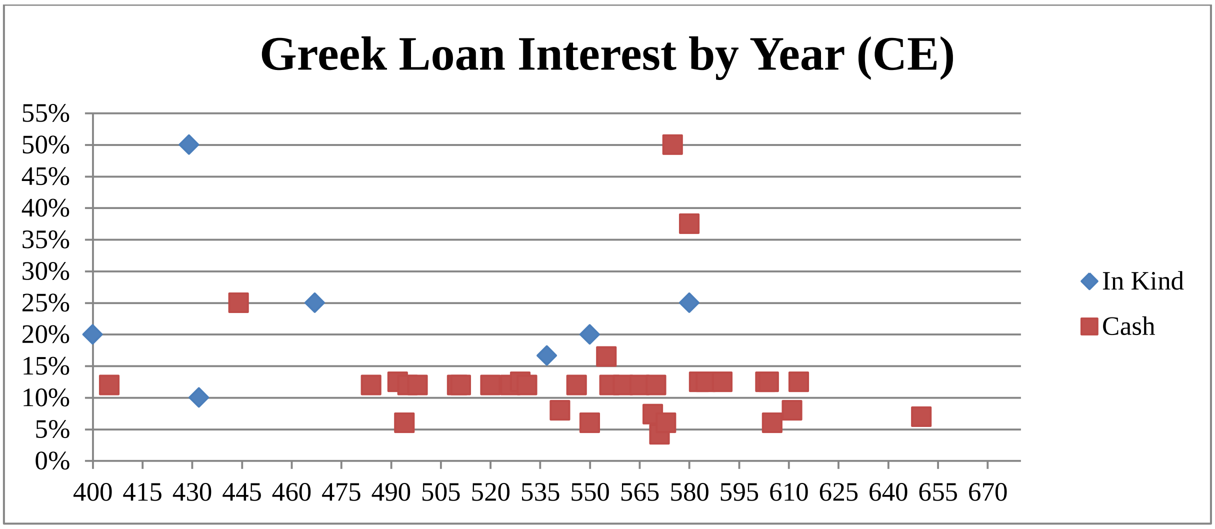
[735] Th.C.5.20.1; C.J.4.32.26.2.
[736] C.J.4.32.26.2.
[737] C.J.4.32.26.1.
[738] N. Jus. 32, 33 and 34a.
[739] N. Jus. 120.

accrue it. There appears to have been the anticipation that if the facts of the loan were such that interest would be anticipated, legal interest would be presumed even in the absence of a specific reference to it.[740] There are, however, thirty-nine Greek loans between 400 and 660 in which the interest is provided, or can be calculated from the information provided. The following is a chart of the interest rates of the Greek loans, both in kind and in cash, which can be calculated.[741]

Chart 10: Greek Loan Interest by Year (CE)



From the documents in which the interest is provided or can be calculated, some observations can be made. First, if the loan is short term, perhaps under four months, there is frequently no interest at all.[742] And, as discussed earlier, advances of wages generally are without interest. Secondly, loans in which the lender is a *vir illustris*, to the extent that the interest rate is extant, generally follow the law. For example, the only loan

[740] D.22.1.1 – In an action of good faith, the rate of interest is fixed at the judge's behest, according to the place of contracting, as long as the statute is respected. Also seePestman (1971); K. Verboven, "The Sulpicii from Puleoli and Usury, *Tijdschrift voor Rechtsgeschiedenis* 71 (2003), pp. 7-28; D. Gofas, "Byzantine Law of Interest," in Angeliki Laiou, ed., *The Economic History of Byzantium* (Washington D.C., 2002), vol. III, pp. 1095-1104.
[741] In addition, there are seven loans in which the interest rate is merely described as interest or the customary interest, another six with penalty provisions in case of late payment rather than interest provisions, plus a final nine loans in which it is clear that there is interest because the word is mentioned, but it is impossible to calculate the interest because either the amount of the loan or the amount or rate of the interest is missing.
[742] See, for example, P. Jena II 17 (515), SB III 7201 (553), BGU XII 2201 (565), P. Cair. Masp. II 67162 (568), P. Erl. 67 (591), P. Edfou I 4 (627), P. Lond. I 113 (635/620).

in which we have 6 per cent interest before 528 involves a senator and so the interest rate is within the authorised rate set at that time for officials of that rank (499), in this case six per cent.[743] Justinian I prohibited those of the rank of *illustris* or higher from demanding more than four per cent interest per year in 528.[744] Subsequently, there are fourteen loans in which the creditor is a senior official but only one of these loans contains an extant interest rate.[745] That document, which is only dated to the sixth century, reflects a six per cent interest rate using the term ἡμιεκατοστιαίων, or the customary half of a hundredth percent per month.[746] This debt could have been made before Justinian's reduction or it could reflect a partial compliance – with a drop of the interest rate to six percent, but not to four percent, which should have applied because of the rank of the creditor. In some of the other cases involving senior officials, there is a lacuna where the interest should be identified, but it is very interesting that we have so few debts in which the creditor is a senior official with a defined rate of interest. Interest may have been hidden in the amount loaned or in amount to be repaid when that amount was in kind,[747] or the loan may have been taken in the name of someone not covered by the lowered interest rates, however, there are no clear cases in which individuals of senior rank are lending money at interest rates exceeding the legal maximum for their position.[748]

Thirdly, Dioscorus generally used reduced interest rates. The interest rate, if known, from the debt acknowledgements in his archive, include two with no interest

[743] P. Oxy. LXIII 4394 (499).
[744] C.J. 4.32.26.2 (528).
[745] See P. Stras. VII 698 (VI), P. Herm. 65 (553/554), P. Oxy. XVI 1970 (554), SPP XX 261 (570), P. Cair. Masp. II 67162 (568), P. Col. Youtie 92 (569 – no stated interest, sister will work for the creditor), P. Oxy. LXVI 4535 (600), SB XIV 12195 (608), P. Oxy. LXXII 4930 (614), P. Edfou 13 (618 – provides for interest as permitted by law), BGU III 725 (618 – no interest but gift of three birds), BGU I 314 (630), P. Lond. I 113 (635/620), and P. Ross Georg. III 53 (574/5).
[746] P. Stras VII 698 (VI).
[747] See P. Lond. I 113 (635/620) – loan in solidi to be repaid in fodder – the agreement specifically states that there is no interest.
[748] Consider also, P. Oxy. II 67126 (541) – in which a banker who has obtained a court position is making a loan of 8 percent, as authorised by the law. Justinian addressed the situation of bankers who had purchased senior positions, and determined that they could charge 8 per cent and were not limited to the 4 per cent. J. Edict 9.6.

(although the latter has a hefty penalty clause of almost twice the principal if the loan is paid late),[749] and three with interest rates that are probably close to six percent.[750] For the last three, the exact interest rate is difficult to determine because the interest is assessed in talents, but the best estimates are 7.4 per cent, six percent and 4.2 percent, respectively. Additionally, loans from the Sergius (Nessana) archive in which we have extent interest rate information are all within the legal limits.[751]

Finally, clerical canons, although not imperial law, prohibited the clergy from lending at interest.[752] Notwithstanding this prohibition, it is well known that priests and monks did, in fact, loan at interest.[753] There are four Greek debt acknowledgements in which a person identifying himself as a priest or monk required interest.[754] The exact amount of interest is unknown in these cases. In addition, there are fourteen Coptic debt acknowledgements in which a priest, monk or deacon was lending money or fungible goods, at least two of which required interest and another which required a penalty for late payment.[755] The others may have required interest, but these terms are no longer extant. Finally, there is one case in which it appears that a lay person lent to a church or religious institution.[756] That loan required interest of two solidi on a loan of forty-eight solidi, which equates 12.5 per cent if the term is four months as it appears to be.[757] This loan then probably exceeds the limit set by Justinian I for loans to religious institutions.

The changes instituted by Justinian I with regard to general interest rates first show up in a debt executed in Constantinople in 541 with a banker charging eight per cent, the

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[749] P. Cair. Masp. II 67162 (568), P. Lond. V 1716 (570).
[750] P. Cair. Masp. III 67309 (569), P. Mich. XI 607 (569) and P. Cair. Masp. II 67163 (569).
[751] See P. Ness. 26 (570) – 6 per cent; P. Ness. 46 (605) – 6 per cent;
[752] The Council of Nicaea, 17th canon, prohibited the clergy from loaning money with interest.
[753] See the discussion in Wipszycka (2001), pp. 169-186; Markiewicz (2009).
[754] P. CtYBR 1747 (566/7) with an unknown amount of interest– discussed in Benaissa (2010), pp. 374-381; P. Naqlan II 21 (late VI) with an unknown amount of interest; P. Warr. 10 (591/2) – with an unknown amount of interest); and SPP XX 194 (VI-VII) – with an unknown amount of interest).
[755] CPR IV 90 (595/6) – penalty for late payment), CPR IV 72 (VII) – unknown amount of interest and a penalty for late payment), P. Ryl. Copt. 192 (VII) – unknown amount of interest)
[756] P. Bad. VI 173 (VI-VII).
[757] It would be 4.16 per cent if the period of the loan were one year.

permissible rate for a banker.[758] There are three Egyptian debts with a rate close to six per cent interest dated 569, and all were from the archive of Dioscorus.[759] These are the earliest debts executed in Egypt with this interest rate, other than the one from Alexandria from 499 involving a senior official and another one done sometime during the sixth century also involving a senior official.[760] In addition, a settlement document discussing claims arising from an Oxyrhynchus landowner named Diogenes who borrowed money in Constantinople after 528 from a monastery required six per cent interest rate on the loan.[761] Nessana appears to have adopted the lower six per cent interest rate by 570.[762] These debts with the legally prevailing interest rate demonstrate that the rate was published.

Many Egyptians, however, did not comply with the reduced interest rates. Between 400 and 535, interest rates for cash debts are very stable at twelve per cent.[763] After 535, interest rates for cash debts are much less stable. They range from six per cent to fifty per cent. Most of the cash debts with very high interest rates have other unique factors. For example, one of them, with an interest rate of fifty per cent, involves a short advance from wages.[764] There were probably personal factors behind that debt. Another example, with an interest rate of at least 37.5 per cent, concerns a servant girl who lent a third of a solidus to another servant girl at the high rate of interest.[765] This debt is very interesting because it is the only one of which I am aware where the amount of the debt is described in one coin standard (on the private standard of Oxyrhynchus) and the payment terms are described in another standard (the Alexandrian standard). This was probably inconsistent

[758] P. Cair. Masp. II 67126 (541).
[759] P. Mich. XI 607 (569) and P. Cair. Masp. II 67163 (569).
[760] P. Stras. VII 698 (VI).
[761] P. Oxy. LXIII 4397 (544).
[762] P. Ness. 26 (570).
[763] With one exception that has a double interest rate of 25 percent (P. Harr. I 86 (444)). I know of no explanation for this
[764] SPP XX 112 (575).
[765] P. Oxy. LXXVII 5124 (579/595).

with business if not legal norms because (1) it was not done in any other extant loan, and (2) the coin standard probably included information about the fees that have been collected or are due, making the application of two different standards potentially very confusing. However, since the Alexandrian standard was higher than the private standard, it theoretically could have resulted in a higher return. Anastasius, the notary who prepared this document is well-known from the Apion archive, but may have done this document as a favour for a member of his employer's staff.

Even with these cases removed from consideration, the rate of interest fluctuates between 4.2 and 16.6 per cent, with a steady baseline rate of 12 or 12.5 per cent during the sixth and early seventh century. It should also be noted that all of the Greek short form debt acknowledgements with ascertainable interest bear interest rates of at least twelve per cent.[766] There are only two Coptic debt acknowledgements in which the interest rate can be calculated. Those documents provided for an interest rate of 16.6 per cent interest[767] and either twenty-five percent or 12.5 per cent (depending upon the reading of the document).[768] Several others mentioned interest, but either the amount of interest or the principal is missing so the rate cannot be calculated. This fluctuation indicates that six per cent was an insufficient rate of interest under the prevailing economic circumstances. The most common rate was 12.5 per cent, which is close to the original Roman twelve per cent, but easier to calculate because it was based on a quarter of a carat per solidus per month, or three carats per year per solidus.

The rate of interest on debts in kind was very stable at fifty per cent of the principal in the second half of the fourth century.[769] The normal phrase used to describe the

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[766] P. Kramer 13 (ca 546) – 12 per cent, P. Mich. XIII 669 (529/514) 12.5 per cent, SB XII 10810 (later VI) – 12.5 per cent and SPP XX 112 (575) – 50 per cent.

[767] O. Crum VC 25 (Jeme, VII), provides for ½ tremissis per year interest on a loan of 1 solidus.

[768] P. Ryl. Copt. 192 (Hermopolite, VII).

[769] P. Amh. II 147 (late IV, early V), P. Vind. Sijp. 13 (372), P. Col. VII 183 (372), P. Col. VII 182 (373), P. Mert. 37 (373), P. NYU 24 (373), SB VI 9311 (374).

interest was σὺν ἡμιολίᾳ (with half). That interest rate started to fluctuate after the first quarter of the fifth century. It is often difficult to calculate because the interest rate was probably calculated through consideration of the normal price of the produce against the amount of produce required as interest. Katherine Blouin provided calculations for the loans with interest in kind in an article published in 2010.[770] Based on her calculations, BGU XII 2140 (432) had an interest rate of 8.33-12.5 per cent, P. Wash. Univ. 23 (467 or 497) had an interest rate of 20.83-31.5 per cent, SB VIII 9772 (VI) had an interest rate between 19-28.7 per cent, and P. Prag. II 167 (580 or 595) had an interest rate of 25-42 per cent. The first two loans were probably within the legal rate for their time (thirty per cent). The last two loans were probably not within the legal rate for their time (12.5 per cent for farmers). All of these figures may be understated because of hidden interest. Two points can be taken from the debts with interest in kind. First, the implementation of the reduction in interest in kind, which started in the second quarter of the fifth century, is much later than the reduction itself in 325 or 326. If people were aware of the reduction in 325 or 326, they were not following it. Secondly, people in the mid-sixth century seem to be more aware of Justinian I's reductions in interest; however, compliance was spotty for debts in cash and non-existent for debts in kind.

E. Conclusion

The examination of the extant debt acknowledgements from Nessana and Egypt in the fifth through seventh centuries against legal changes found in the Theodosian Code and Justinian's legal compilation provides a method of ascertaining whether, when and to what extent imperial legal changes were adopted in everyday legal documents. The debt acknowledgements generally followed legal requirements throughout the period of time. Regnal and consular dating protocols were generally adopted in the Greek long form

[770] Blouin (2010).

acknowledgements, especially by the official notaries. They were not used in the Greek short form or the Coptic documents, but this does not seem to have affected the enforcement of these documents. Neither the Greek short form nor the Coptic debt acknowledgments contained stipulations, but this should not have created a problem. Imperial law from 472 had permitted the enforcement of contracts, including debt acknowledgements, without formal stipulations. Changes in the liability of co-debtors and sureties were also adopted, and changes to the defence of non-payment of principal appear to have been addressed through increasing use of non-dispute commitments. Some changes were resisted. For example, urban notaries frequently included explicit reference to future as well as current property in their general pledge clauses, which was legally unnecessary but did no harm. Children were occasionally taken into servitude in payment of debts, although the unusual bilateral arrangements for food and clothing should be considered in determining the reason for these provisions. A purpose for these agreements could have been to provide for children otherwise at risk from poverty.

The greatest resistance to imperial law is with regard to interest. Justinian I's reduction in interest rates was evidently communicated because it was adopted in some debt acknowledgements. There are no extant documents in which senior officials are taking interest above the legal rate, although there are limited numbers of these documents and future publications may change this result. There are, however, many debts post-528 with interest rates in excess of the legal maximum. The Greek long and short form debt acknowledgements appear to have settled on an interest rate of twelve to 12.5 percent, although there are loans with both higher and lower rates. The only seventh-century Coptic debt acknowledgements with extant interest rate information provided for 16.6 per cent and either twenty-five or 12.5 per cent, depending upon the reading. Overall, Justinian I was more successful than his predecessors with both better dissemination of his laws and better acceptance by Rome's subjects.

Most significantly, the basic forms and compliance did not change during the seventh century, even after the Persian and Arab invasions. The forms became simpler. Unnecessary clauses, such as the formal stipulation clause, were eliminated. The change in language from Greek to Coptic did not mean a refutation of Roman legal practices; the most important clauses were translated into the Coptic language texts. The continuation of fundamentally Roman legal practices even after the invasions, when it was unlikely that there would be legal appeals to Constantinople, indicates that the provinces were at least culturally more Roman by the sixth century than in previous centuries and that this reliance on Roman values and culture was very slow to change.

Chapter V – Debt and the Great Estates

A. *Introduction*

From 1895 to 1920, Bernard Grenfell and Arthur Hunt dug in the abandoned trash piles of Oxyrhynchus in Egypt looking for papyri. They brought back nearly 50,000 pieces of papyri, of which perhaps 10,000 have been published in various editions. Of these papyri, the Leuven website of Trismegistos, which *inter alia* maintains records of papyri by archive, identifies 306 as being from the Apion estate, with 285 certainly from the estate and another 21 less certain.[771] These papyri include tax records, labour contracts, accounts from various personnel, debt acknowledgements, surety agreements, wine contracts, pottery contracts, letters and other documents. It is clear from these papyri that the Apion family ran a sizeable estate with a defined infrastructure. The Apion estate infrastructure in the sixth and early seventh centuries contained a number of levels, including the landowner's representative (ἀντιγεοῦχος), one or more estate managers and chief secretaries (χαρτουλάριος καὶ διοικητὴς), a number of secretaries reporting to the overseer and chief secretary (χαρτουλάριος), overseers (ἐπικείμενος), farm stewards (προνοητὴς), and chief representatives and foremen of the village communities (μείζων and φροντιστής).[772] The estate disappeared shortly after the Persian invasion. Other estates had a similar, if perhaps not as extensive, bureaucracy. The estate of Flavius Johannes of Oxyrhynchus, for example, had at least one superintendent (διοικητὴς) reporting to the owners, with an overseer reporting to him (in this case called ἐπικείμενος),[773] and village foremen and laborers reporting to the overseer.

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[771] Trismegistos is a papyri website sponsored by the University of Leuven which collects information on archives, prosopography, and information about locations identified in the papyri. It can be found at: http://www.trismegistos.org/arch/. Cf. Hickey (2012), p. 2, ft 1, who believes that this number is understated and obsolete.

[772] Sarris (2006), pp. 74-79 and Figure 5; Banaji (2001), p. 187-188.

[773] P. Oxy. XIX 2239, note 10-16; see also P. Oxy. LV 3805, note 35, stating that there seems to be at least two kinds of ἐπικείμενος, one employed by an estate to act as a general supervisor of various agricultural activities, such as the one reflected in P. Oxy. XIX 2239, and one employed by an estate as a foreman in

The discovery of papyri documenting the management of these estates triggered substantial interest, as scholars worked to understand the nature of the estates and their significance. The issues are complicated and the scholarship relied in no small part on models constructed by Karl Marx, Karl Polanyi and others to explain not only the growth of the capitalist economy in Europe but also its differences from earlier economies. It also relied on work done by scholars in the twentieth century to understand the nature of the ancient economy. In order to parse through these issues and address the contributions that the debt acknowledgements can add to the discussion, I shall briefly address the discussions about the nature of the ancient economy and then move to the discussions about the great estates. After this, I will discuss the information that the debt acknowledgements can provide to illuminate these issues.

B. Theorising the Ancient Economy

Broadly speaking, there are two schools with regard to the ancient economy. The 'modernists' see the ancient economy as roughly comparable to the modern one, with differences in quantity not quality.[774] The 'primitivists', on the other hand, insist, as did Moses Finley, a principal proponent, that modern analysts cannot approach the ancient economy using economic concepts unknown to its actors and that the ancient economy was essentially driven by social factors rather than a desire for profit.[775] In Finley's view, the Greco-Roman world was very different from its near eastern contemporaries; the idea of self-sufficiency (autarky) prevailed in the Greco-Roman world and goods were traded or redistributed mainly for political or social reasons; there was hardly any division of labour, regional specialization or technical innovation; and trade played a negligible role

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charge of a particular function, such as the one reflected in P. Oxy. LV 3805, who is in charge of the harbor at Nesu Lachanias.

[774] For current examples of the modernists, see Peregrine Horden and Nicholas Purcell, *The Corrupting Sea: A Study of Mediterranean History* (Oxford, 2000); and Peter Temin, *The Roman Market Economy* (Princeton, 2013), p. 113.

[775] Moses Finley, *The Ancient Economy*, 3rd ed. (Berkeley, 1999), originally published in 1973.

in the economy. Michael Hendy sided with Finley, stating that the role of the state was paramount in the Byzantine economy, and trade played no part in the state's monetary policy or its resources and only a limited one in monetary distribution and circulation.[776]

Many authors in the past twenty years have taken issue with the underlying positions taken by Finley. Peregrine Horden and Nicholas Purcell objected strongly to the idea that the Greco-Roman civilization was vastly different from its Near East contemporaries,[777] as did J.G. Manning and Ian Morris.[778] The latter see an ongoing reciprocal sharing of ideas and people between these areas in both antiquity and late antiquity. Jean-Michael Carrié not only identified imperial Roman use of economic concepts such as market prices, thus demonstrating their awareness of these concepts,[779] but also took issue with the primitivists on the issue of technical innovation, saying:

> I regard myself neither as a primitivist nor as a neo-modernist. Words must be used with an awareness of the historiographical context. I resolutely reject the primitivist approach, especially with regard to the increasingly evolved economic life of the late Roman world, which continued to manifest new technologies, but I am grateful to them for clearing Roman economic historiography of many anachronistic assessments.[780]

Myrto Malouta and Andrew Wilson objected to Finley's statement that there was little technical innovation, noting with regard to the development and use of water-lifting devices used in agricultural irrigation in Egypt that:

[776] Hendy (1985), pp. 600-612, 664. Michael Hendy further says in an article entitled: "Economy and State in Late Rome and Early Byzantium: An Introduction," in Hendy (1989), art. I, p. 21, that: "There is not much doubt that the traditional view of the Roman economy as in some way quite closely related to a modern one, consciously articulated and down to its basic dynamics and mechanisms, is at least moribund if not quite dead." See also Evelyne Patlagean, "Byzance et les marches du grand commerce vers 830- vers 1030 Entre Pirenne et Polanyi," in Centro italiano di studi sull'alto Medioevo, *Mercati e mercanti nell'alto medioevo : L'area Euroasiatica e l'area Mediterranea, Settimane di studi del Centro italiano di studi sull'alto medioevo 40* (Spoleto, 1993), pp. 587-632.

[777] Horden and Purcell (2000), pp. 123-174.

[778] J.G. Manning and Ian Morris, "Introduction," in J.G. Manning and Ian Morris, eds., *The Ancient Economy, Evidence and Models* (Stanford, 2005), pp. 1-44 at pp. 42-3.

[779] Jean-Michel Carrié, "Were Late Roman and Byzantine Economies Market Economies? A Comparative Look at Historiography," in Cécile Morrisson, ed., *Trade and Markets in Byzantium* (Washington, DC, 2012), pp. 13-49, at p. 15-16.

[780] Ibid., at p. 14.

> Instead, the evidence increasingly indicates that the diffusion and uptake of these irrigation technologies in the Hellenistic and Roman world boosted both the cultivable area within the Roman Empire, and the per capita agricultural production of those areas.[781]

The papyri themselves testify to a complex division of labour in Egypt in the fifth and sixth centuries. References to various trades and positions include not only the bureaucrats required to manage an estate, such as the supervisors, stewards, secretaries, clerks, coin-weighers, bankers, storekeepers, and armed personnel,[782] but also artisans and working people, such as farmers, vine-dressers, wine makers, irrigation supervisors and workers, cloth makers, cloth dyers, potters, fullers, metal workers and so forth. Peter Temin, in a book published in 2013, took a very expansive position with regard to the trade and the competitive and interrelated nature of the Roman markets in the early Empire. Using economic concepts and statistics, he stated:

> I argue that the economy of the early Roman Empire was primarily a market economy. The parts of this economy located far from each other were not tied together as tightly as markets often are today, but they still functioned as part of a comprehensive Mediterranean market.[783]

Angeliki Laiou and Cécile Morrisson characterize this issue as one between those who see the ancient economy as basically the same as the modern economy, if smaller and less complex, and those who see it as different.[784] They favour a recognition that the state was not always motivated by economic concerns, and that there existed both

[781] Myrto Malouta and Andrew Wilson, "Mechanical Irrigation: Water-lifting devices in the Archaeological Evidence and in the Egyptian Papyri," in Alan Bowman and Andrew Wilson, eds., *The Roman Agricultural Economy: Organization, Investment and Production* (Oxford, 2013), pp. 271-305, at p. 302.
[782] Banaji (2001), p. 187.
[783] Temin (2013), p. 113. Compare to Peter F. Bang, *The Roman Bazaar: a comparative study of trade and markets in a tributary empire* (Cambridge, 2008), p. 31, who objected that it is difficult to accept a market spanning several continents before the mature 18th century European economy. Temin's response is that Bang is using the original Ricardian trade formulation, and not the subsequent elaboration of comparative advantage. Temin concludes by stating at page 50 that the evidence demonstrates that there was something approaching a unified grain market in the Roman Mediterranean.
[784] Angeliki Laiou and Cécile Morrisson, *The Byzantine Economy* (Cambridge, 2007), pp. 6-7.

redistributive and 'non-economic' factors and also economic exchange that follows the rules of the market.

I would add that modern governments are also not always motivated by economic concerns and engage in redistribution for political and social reasons as well as economic exchange. Tax collections used for social payments, medical payments and pensions are examples of modern redistribution. The search for quantifiable data and the tools of modern economics have a vital role to play in the study of the ancient economy. The Mediterranean was far more connected and more monetised than was known in Finley's time and archaeology is demonstrating that technology improved during late antiquity and that some businesses were clearly operated for profit and a mass market. Nevertheless, Finley still has some important things to say about our study of the Roman economy, the most important of which is that Roman culture and views of debt are different from that of the modern western culture. This does not mean that people did not want the best for their families and themselves. It does mean that we are looking at a world in which slave labour co-existed with free labour, and cities with their related rural hinterlands existed under an imperial umbrella without the strong nation-states of our time. The ideology and culture were different, as was the perceived reality. Byzantine Egyptian debt must be analysed in its own context.

C. Debate over the Great Estates

Related to the discussion of the general nature of the early Byzantine economy is the issue of the size and economic impact of the large estates in the Byzantine Empire, and in particular, in Egypt, in the fifth and sixth centuries. The issue is also complex, but basically revolves around whether Egypt, and other places in the Empire for which we do not have the documentary resources that we have for Egypt, were deteriorating in the fifth and sixth centuries into a mosaic of large estates owned by aristocrats and worked by serfs, the latter building up anger and resentment that resulted in their unwillingness to protect the Empire from the Arab invaders, or whether the economy and social environment were more varied, more 'commercial' in some early sense, and provided more opportunity for talented people to make money and create more financial security. If the latter was true, then other causes must be found for the rapid fall of the Levant to the Arabs.

This is an issue which has particularly been informed by the analyses done by Karl Marx and scholars after him. Marx described a series of modes of production, through which society moved, although not always linearly or in clear steps. A mode of production encompasses the tools of production, both labour and non-labour (machinery, knowledge and improved land), and the social and technical relations of production, including the ownership and control over the tools of production.[785] These modes of production included the slave mode, the serf mode, the capitalist mode, and the Asiatic mode.[786] Because there is generally a mix of kinds of labour, the predominant mode in any economy must be evaluated. The very complexity of labour in ancient civilizations tends to favour applying the feudal mode to large segments of history. As a result, Angeliki Laiou and Cécile Morrisson said in 2007 that they were not going to engage in the discussion of the mode of production prevalent in Byzantium. Instead they intended to look at the various participants without this characterization.[787] Nevertheless, this model is used in both current and prior research, and concepts of both feudalism and capitalism borrow from Marx's work.

Because the issues are difficult, I will briefly describe the general characterization of the estates by scholars over the last eighty years, and then break the issue down into

[785] Karl Marx, *Marx's Grundrisse*, trans. by David McLellan (London, 1971), p. 132.
[786] The Asiatic mode has been largely dismissed as inaccurate in its assumptions and not especially helpful in analysing non-European cultures. Jairus Banaji, *Theory as History: Essays on Modes of Production and Exploitation* (Leiden, Boston, 2010), p. 35-38.
[787] Laiou and Morrisson (2007), pp. 6-7.

smaller components. The first scholar to attempt a comprehensive analysis of the estates of Egypt was Edward R. Hardy Jr. in his 1931 book entitled *The Large Estates of Byzantine Egypt*. He depicted a world in which powerful imperial officials owned large estates, which were farmed by coloni (serfs) tied to the land. They employed skilled workers from urban areas and thus exerted enormous control over both rural and urban environments.[788] He concluded by saying that it "would not be hard to paint a rather dark picture of the substitution of serfs on feudal domains for the free peasantry and small landowners of the fourth century."[789] The world that Hardy saw was primarily feudal and far from commercial or capitalistic.

In 1949, Johnson and West published a rejoinder, describing an Egypt of economic growth and a stable and prosperous middle class. They admitted the existence of the large estates but believed that their power and influence had been greatly exaggerated.[790] Although they granted that the weakness of the central government in the fifth century had enabled the concentration of property in a few instances, they believed that in the sixth century, the actual evidence for serfdom could not be found in the papyri and that the dissolution of the crown estates in the fourth century resulted in the "emancipation of the serf; and the renaissance of the native Egyptian language, art and culture is one of the characteristics of the Byzantine age."[791] They concluded by noting that:

> In spite of the general pessimism which characterizes most studies of the Byzantine economy and in spite of the fact that isolated documents can be cited to establish this point of view, we believe that Byzantine Egypt was the scene of important social and economic movements. Industry was as highly specialized as ever, the peasant in the villages enjoyed greater freedom and security, even though oppression by the tax collectors was a perennial source of complaint.[792]

[788] Edward R. Hardy, Jr., *The Large Estates of Byzantine Egypt* (New York, 1931).
[789] Ibid., p. 147.
[790] Allen Johnson and Louis West, *Byzantine Egypt: Economic Studies* (Princeton, 1949), p. 5-6.
[791] Ibid., p. 6.
[792] Ibid.

Jean Gascou in his article entitled “Les grands domaines, la cité et l'état en Égypte byzantine (Recherches d'histoire agraire, fiscale et administrative)," originally published in 1985, described the large estates, both lay and clerical, as essentially arms of the state with the responsibility to collect and forward taxes.[793] Postulating a reorganization of late Roman administration in the fifth century away from the cities and towards the estates, he said that the state had co-opted the estates to manage the production of rural surpluses and the collection of taxes. Thus, the estates were responsible for collecting taxes not only on their own land but on land in their jurisdictions. The amount of taxes that they collected did not necessarily imply the size of the estate because they would include the taxes of smaller landowners in the vicinity. The coloni were almost ‘public servants’ with the responsibility to work certain land in return for the right to use the land for a fixed amount of rent.[794] The landlord was responsible for the management of the coloni but could not change their working conditions, acting more as a collector and administrator than landlord. According to Gascou, the titles of lord and master found in the Egyptian papyri were a reflection of the protocol of official relations, rather than a sign of true servility. Gascou’s model became known as the ‘fiscal participation’ model.

Jairus Banaji in his 2001 book entitled *Agrarian Change in Late Antiquity, Gold, Labour and Aristocratic Dominance* argued that the large estates were aggregated and owned by wealthy imperial officials in the fifth and sixth centuries, and were highly monetised, centrally managed with a view to profit and resulted in significant investment in facilities and infrastructure.[795] Implicit within his discussion is the view that the large

[793] Jean Gascou, “Les grandes domaines, la cité et l'état en Égypte byzantine (Recherches d'histoire agraire, fiscale et administrative)," *Travaux et mémoires* 9 (1985), pp. 1-90; republished in Jean Gascou, ed., *Fiscalité et société en Égypte byzantine* (Paris, 2008), pp. 125-213.
[794] Ibid., p. 145.
[795] Banaji (2001); cf, Tom Brass, “Late Antiquity as Early Capitalism?” *The Journal of Peasant Studies,* 32:1 (2010), pp. 118-150, for a vehement argument that the rural workers cannot be seen as free in light of their legal status and the debt, wage advance documents and surety agreements designed to constrain them; further that they cannot have been plentiful in light of the efforts by the estate owners to control them.

estates were generally if not entirely collecting their own taxes, not those of independent landowners within their jurisdiction. The estates owned the land for which they collected taxes. Banaji also argued that the rural workforce was free and plentiful, and managed by estate owners through wage advances and work contracts. Banaji was thus arguing that the Egyptian economy in the fifth and sixth centuries was proto-capitalist, if not early capitalist, because of the existence of free labour.

Peter Sarris, in his 2007 book entitled *Economy and Society in the Age of Justinian* agreed with Banaji that the great estates of late Roman Egypt were highly commercialised, monetised and sophisticated economic enterprises, but placed more emphasis on the role played by coercion in the expansion and maintenance of these estates.[796] He also believed that the estates owned most if not all of the property for which they collected taxes and used a combination of coloni tied to the land by law and debt-based agreements and some contract wage labour to work it. In contrast to Gascou, he saw the landowners as co-opting the government for their own self-aggrandisement. Ultimately, he believed that the degree of peasant autonomy in Byzantine Egypt was much exaggerated, and that the degree of coercion was probably a factor in the disillusionment which he believes played a role in the rapid collapse of Egypt to the Arabs.

Finally, Todd Hickey in his 2012 book entitled *Wine, Wealth and the State in Late Antique Egypt, the House of Apion at Oxyrhynchus* argued that the estates were run conservatively to generate sufficient revenue for taxes but did not earn large incomes. They probably collected the taxes of others in their jurisdiction, and used a variety of means, including subsidised rent, wage agreements and the provision of self-contained

[796] Sarris (2006), p. vii.

communities (the *epoikia*) to limit the horizons of their rural workers.[797] Maximising profit, however, was not their principal goal. Instead, they were managed for self-sufficiency, the security of a regular income with as little risk as possible, and social prestige. Hickey thus aligns himself more with the 'primitivist' school of Finley.[798] But let's break the issue down into component parts.

There are essentially two parts to the debate over the estates in Egypt. The first is whether there was an increase in the number, size or importance of the estates in the fifth and sixth centuries; and in particular, whether the estates, and especially the Apion estate in Oxyrhynchus, were as large as could be projected based on the percentage of total tax revenues that they paid, or whether the Apion estate (and other estates) was acting as an arm of the state and collecting taxes not only for themselves but also from privately owned farms in their vicinity. The second is the degree to which the estates used coercive measures, including debt, to control their work force. Needless to say, there are scholars lined up on both sides of these issues.

Taking the first issue, which is whether there was an increase in the number and size of the great estates, and whether they were as large as their taxes might imply, Bagnall took the position that in the fourth century, although the cities demonstrated an unequal division of property with some city residents owning a great deal more land than others, the villages had a broad base of landowners with relatively equal distribution of land, and probably wealth and income; and that the overall concentration of land ownership in Egypt in the mid-fourth century was less than the concentration in late nineteenth century England.[799] Jane Rowlandson stated that there was no evidence from Oxyrhynchus or indeed from anywhere else in Egypt that the estates were becoming

[797] Hickey (2012), p. 86.
[798] Ibid., p. 5.
[799] Roger Bagnall, "Landholding in Late Roman Egypt: The Distribution of Wealth," *Journal of Roman Studies* 82 (1992), pp. 128-149 at p. 143.

larger or more common.[800] Peter Sarris, on the other hand, argued strongly that the Apion estate and probably the other large estates of Egypt were expanding in the fifth and sixth century, and increasing their hold on the population.[801] Citing a tax register dated to the late sixth or early seventh centuries indicating the total tax liability for the Oxyrhynchite and Cynopolite nomes,[802] and another document dated to 540/1 describing the amount of taxes paid by the Apion estate, he opined that since Roman taxes were largely based on productive land, assuming that the percentage of taxes remained somewhat stable from the mid-sixth century to the end, the Apion family paid about one-third of the total taxes and therefore owned about one-third of the total arable land in the Oxyrhynchite nome.[803] Thus, they would own upwards of 66,782 arouras (one-third of the arable land in Oxyrhynchus, estimated in the fourth century as 202,534 arouras).[804]

Sarris further based his argument on imperial efforts in the fourth century to restrict patronage, followed by what he saw as an acknowledgement of the failure of this policy and the subsequent growth of coloni with minimal legal rights. He described the coloni as peasants who were avoiding excessive taxes and coercive collection methods by seeking the protection of the large estate owners, and who would accept liability for their taxes in return for their commitment to remain on the land and work it for the estate owners. In addition, Sarris points to the increasing references in the papyri to estates and to the settlements, or *epoikia*, which they controlled.

Hickey, following Gascou, believes that the land owned by the estates was not nearly as large as that estimated by Sarris. He estimated their ownership of land at about 29,500 arouras at most based on the percentage of vineyards to wine produced.[805] This is

[800] Jane Rowlandson (1996), p. 281.
[801] Sarris (2006), p. 147.
[802] P. Oxy. XVI 1909 (late VI or early VII).
[803] Sarris (2006), p. 84-5.
[804] Ibid, p. 85, citing to the discussion in Rowlandson (1996), p. 17.
[805] Hickey (2012), pp. 154.

a significant difference in scale from the size estimated by Sarris. Chris Wickham took a more nuanced view, stating that:

> Both positions [that of the rise of powerful estates and that which denies their importance at all] seem to me to be exaggerations. What Egypt shows, better than anywhere else in this period, is the way large landowning *interpenetrated* with small landowning, sometimes indeed field by field, with great landowners constructing estates out of thousands of tiny building-blocks. If one concentrates on the estate archives, one only sees the estates; if one concentrates on the fields, one may not see the estates at all. But both were there, throughout. (emphasis in the original text)[806]

He then described a world in which there were very complex social structures, with many links between different levels of society, expressed through political patronage, dependent tenure, ad hoc leasing, and wage labour. He suggested that Oxyrhynchus was unusual with regard to the size and power of the Apion estate, but that large estates, perhaps not as large as the Apion estate, existed in other areas, and that even the Apion estate only comprised land in two or three city areas. It was thus limited in its scope and did not exercise power outside of its urban roots.

The second issue is the extent to which the landowners used debt to coerce or control the farmers. Sarris' position has already been described. He saw the estates as coercive in their own interests. Banaji saw in this period the growth of wage labour, structured in diverse ways, including labour contracts, tenancy contracts and sharecropping, and more rational use of assets for investment.[807] He also said that the use of debt was "the essential means by which employers enforced control over the supply of labour, fragmenting the solidarity of workers and 'personalizing' relationships between owners and employees."[808] Both Hickey and Andrea Jördens have commented on the use of wage advances to secure irrigation work. Hickey thought that the status of irrigation work may have deteriorated in the fifth century, reflected in the greater use of wage

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[806] Wickham (2005), p. 243.
[807] Banaji (2001), p. 217.
[808] Ibid, p. 205 (cites deleted).

advances to secure it.[809] Jördens thought that the wage advance was a device to increase the dependency of the farmers.[810] My observation, as I will explain below, is that there are very few wage advances and not much evidence to support the proposition for the systemic use of wage advances to coerce irrigation work.

Landowners could and historically have used debt to control subsistence farmers. Studies of modern subsistence agriculture societies, for example, indicate that rural income is often seasonal, putting the subsistence farmer at risk of starvation during lean times. The farmer, if he does not have savings or assets that can moderate the income variations, has three means of addressing the shortfall. He could seek other employment during the lean season, take a short term loan, or sell his produce in advance of harvest at a discount.[811] If the farmer takes a loan from a landowner, the landowner might then obligate the farmer to work for the landowner at disadvantageous wages until he could re-pay it, something which he might never be able to do. The landowner could also extract a high percentage of the farmer's produce by agreeing to buy the produce in advance of the harvest at a deep discount, basically a sale in advance. The last option, selling in advance at a discount, is often the least advantageous for the farmer because the discount can be significantly higher than the interest rate on a cash loan. For example, the discount rate on a sale in advance in Byzantine Egypt was often as much as thirty to fifty per cent, compared to the average interest rate of twelve per cent for a cash loan. Based on the interest rates, a cash loan would have been far preferable to a sale in advance for a Byzantine Egyptian farmer.

To test the theory of the coercive use of debt in Byzantine Egypt, I propose to examine the debt acknowledgements, looking for evidence of the role of the great estates

[809] Hickey (2012), pp. 84-5.
[810] Jördens (1990), p. 81.
[811] See the discussion in Khandker (2012) and Barslund and Tarp (2008).

in rural debt and for evidence of options available to rural workers to address seasonal income deficiencies.

D. The Debt Acknowledgements and the Great Estates

The debt acknowledgements cannot answer the question of the size of the estates. They can, however, tell us something about the vitality of the rural and urban credit markets, and perhaps about the use of debt by the estates. Before examining the use of debt by the great estates, we must first consider what defines an estate. A papyrus may describe the creditor as a pagarch or a judge. These individuals are probably wealthy but are they large landowners for purposes of the debate? Similarly, when the land to be farmed of a creditor of a wage advance is identified as the property of σῆς λαμπρότητος (your illustriousness), and the creditor is not otherwise identified, is she an estate owner or someone with a right to the honorific title?[812] When a 'well born' lady of Hermopolis lends grain and seed, is she an estate owner or merely a wealthy urbanite?[813] There is remarkably little definition provided in the discussions of the great estates.

Estates in the sense of a conglomeration of parcels of land under the control of the imperial family or friends, or private owners are not new to Roman studies. Rome held imperial estates, called οὐσίαι, since shortly after it conquered Egypt. These estates generally consisted of scattered plots of land remaining intact as financial units after they passed to the emperor. They were managed conservatively, originally by imperial slaves or freedmen and later by local officials and landowners.[814] Private estates also grew in the early centuries of the Empire.[815] One common means of management, by both the imperial and the private estates, was to lease out part or all of the estate to a middleman,

[812] P. Grenf. I 59 (V-VI).
[813] P. Lond. V 1772 (VI).
[814] Dennis Kehoe, *Management and Investment on Estates in Roman Egypt during the early Empire* (Bonn, 1992),p p. 17-29; Giuseppina Azzarello, *Il Dossier della 'Domus Divina' in Egitto*, *AfP* 32 (Berlin, 2012).
[815] Dominic Rathbone, *Economic Rationalism and Rural Society in Third-Century A.D. Egypt. The Heroninos Archive and the Appianus Estate* (Cambridge, 1991); Kehoe (1992).

who then sub-leased to the farmers and collected the rent.[816] This reduced the risk of a bad harvest because the estate owner had the right to rent from both the middleman and the farmer. Because the estate owners were interested in a secure income, and with increasing production at a minimal cost, they shared resources among their diverse holdings and contracted with the tenants to share property maintenance costs.[817] Their income depended upon a "marketable harvest" which balanced cost and gain.[818]

These early estates appear slightly different from the estates of the fifth and sixth centuries. Sarris speaks, for example, of

> highly monetised and, by implication, highly commoditised bipartite great estates owned by members of the late antique aristocracy of service…worked by agricultural workers, often resident on estate-owned settlements styled *epoikia* or *choria*, who split their time between allotments associated with these holdings (*ktemata)* and the centrally-administered estate 'in hand' or demesne (the *autourgia*).[819]

Banaji would define an estate, I believe, as a large property, owned by service aristocrats, which was organised around settlements (*epoikia),* built to house generally landless permanent workers who were attracted by the possibility of permanent labour.[820] His discussion revolves around large agricultural properties that included estate-owned settlements, owned by individuals who generally combined wealth and high government positions, and which were centrally controlled using a complex tiered organization and various contractual means including debt and wage agreements. Centralised management is not new to the sixth century,[821] but the interrelationship between the landownership and

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[816] Kehoe (1992), pp. 17-29.
[817] Ibid., pp. 171-2; Rathbone (1991), pp. 183-188, 395-400.
[818] Kehoe (1992), p. 172.
[819] Sarris (2006), p. 115.
[820] Banaji (2001), p. 188.
[821] In this regard, the terms 'landlord's representative' (ἀντιγεοῦχος) and 'estate secretary' (χαρτουλάριος) are, with a very few exceptions, confined to the sixth and seventh centuries. However, the studies of the third-century Appianus estate (Rathbone (1991, pp. 58-83) and the sixth-century imperial estates (Azzarello, 2012, pp. 9-39) portray a fairly similar estate management structure, with managers supported by aides and a secretarial staff.

high governmental positions is new. Earlier landowners, such as Appianus in the third century, held equestrian positions for periods of time, but primarily managed their estates.

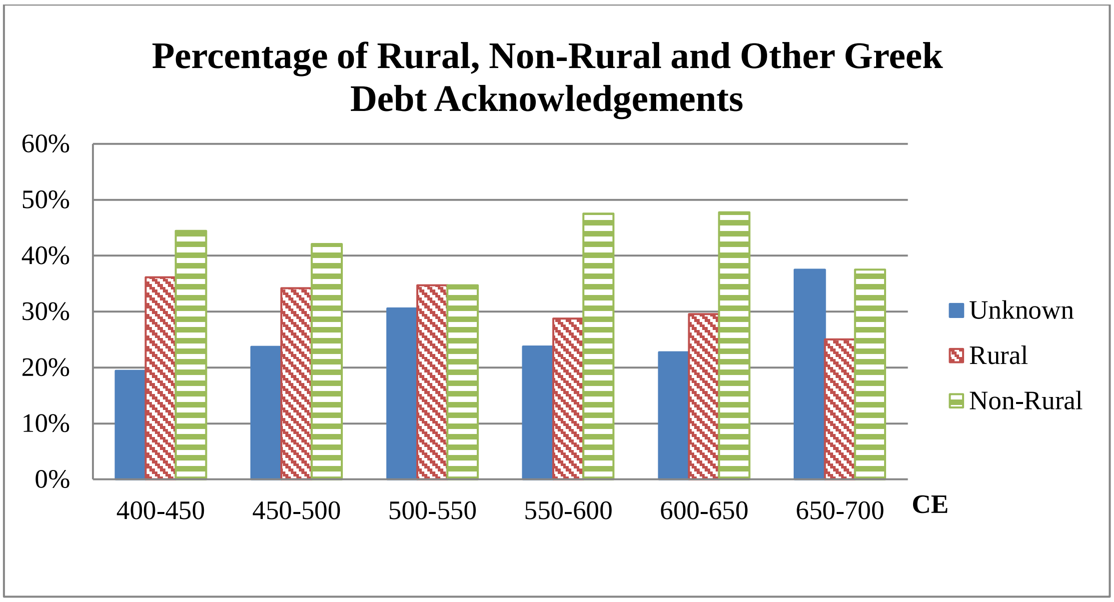
If we apply the definition derived from Sarris and Banaji to the rural creditors of the debt acknowledgements, there are relatively few involving estates. There are eighteen debt acknowledgements that involve creditors who are described with high governmental positions or who are managers or stewards for creditors with high governmental positions, and which involve villagers or settlement dwellers.[822] The earliest of these dates to 533 and the last to the mid-seventh century. Although there were entities calling themselves estates (οἶκος or οὐσία) in the fifth century,[823] debt acknowledgements either from these estates or with the characteristics that have been associated with the large estates of Egypt do not appear until the sixth century. It is possible that this is a factor of the survival of documents. At least some estates, such as the Apion estate, had bankers on staff and used in-house accounts, and the lack of debt acknowledgements from bankers may understate the debt incurred by or for the estates. However, the fact that debt acknowledgements are attested from the estates, even involving small amounts, indicates that at least some of their debt was executed using *cheirographs* and should be available.

Although the debt acknowledgments cannot tell us the size of the estates, and the number of these documents that involve the generally accepted indicia of the Byzantine Egyptian large estates is small, they can tell us something about the nature of debt in rural and urban settings. The following chart looks at those Greek debt acknowledgements that are rural. I have defined rural as those documents involving members of settlements or smaller villages, or agricultural produce. The chart compares the rural debt

[822] SB XXIV 16284 (533), P. Oxy. I 194 (VI), P. Herm. 65 (553/4), P. Oxy. XVI 1970 (554), P. Oxy. LXIII 4398 (553), P. Lond. V 1766 (559), SB I 4781 (655-622), P. Oxy. LXXI 4835 (574), P. Laur. 75 (574), P. Oxy. XVI 1892 (581), P. Erl. 67 (591), P. Oxy. LVIII 3938 (591), P. Oxy. LXIII 4535 (600), BGU II 365 (603), P. Oxy. LXXII 4930 (614), P. Amh. II 151 (610/19 or 629/41), P. Flor. I 70 (627/642), SB VI 9459 (580-620).
[823] Banaji (2001), pp. 136-137.

acknowledgements with those which are purely urban – that is, where there is no indication that anyone from a rural area or any agricultural produce was involved, and those in which there is not enough information extant to tell is whether the loan is rural or urban (the unknown category). Some of the rural debt acknowledgements indicate that a loan is being offered by an urban lender to a rural borrower, or by an estate owner to a rural borrower, but not all. There are also documents in which a villager is lending to another villager. As a result, these documents do not necessarily imply that urban dwellers are creditors for rural debtors. With this in mind, we can see that the percentage of rural loans generally falls between the fifth through seventh centuries.

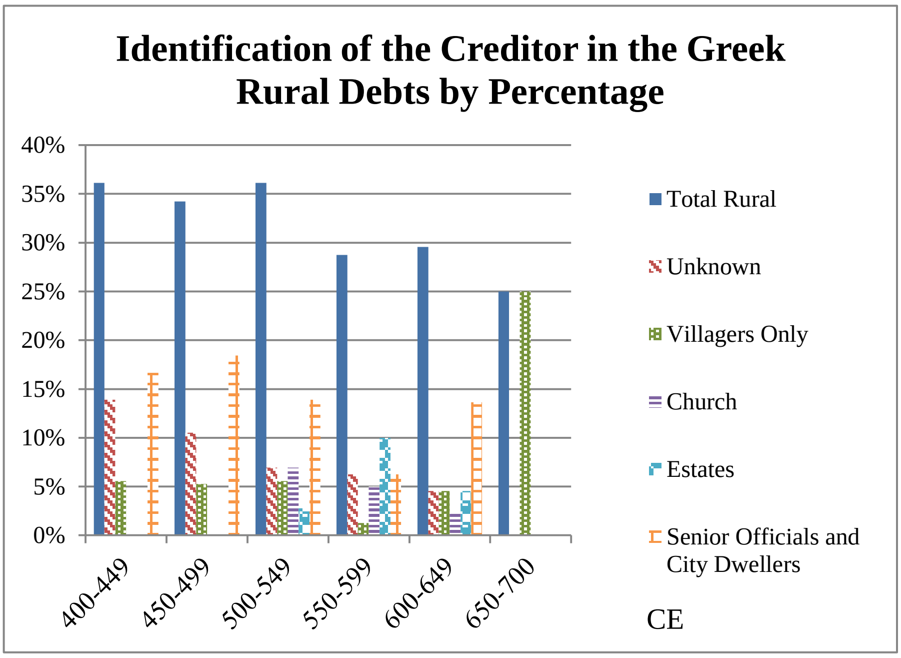
Chart 11: Percentage of Rural, Non-Rural and Other Greek Debt Acknowledgements



Caution should be taken with regard to the last half of the seventh century because there are so few Greek documents in this period that the numbers may be unreliable. The sixth century, particular, appears to be a time in which urban residents were sufficiently thriving that their loans are in the clear majority. This undercuts the theory that the estates were dominating the economy of the sixth century. If anything, this result is more consistent with the hypothesis that the cities, with their artisans and tradesmen, were dominating the economy of the sixth century. These results could, of course, be the result of the pattern of surviving documents, but since all time periods are represented in the documents with the nome capitals of middle Egypt providing most of the documents, both for themselves and their rural hinterland, it more likely represents a flourishing of the nome capitals, especially in the sixth century.

When we look more closely at the parties to the rural Greek documents, we see that rural dwellers are often in debt, generally through loans but sometimes for past-due rent or other reasons, to urban dwellers and government officials, but there is also a steady pattern of rural dwellers making loans to each other. The following chart, which considers the parties to rural debt, tells us that in the sixth century, estates started to become more numerous participants in the debt acknowledgements. Urban dwellers and governmental officials always played a significant part in rural debt, but in the sixth century, churches became more important creditors as did a combination of estates and urban dwellers/governmental officials. By the beginning of the seventh century, estates became less important and urban dwellers or governmental officials retake their place. There are so few Greek loans by the end of the seventh century that the numbers tell us very little.

Chart 12: Identification of the Creditor in the Greek Rural Debts by Percentage



One of the most important statistics comes from adding the percentages for the creditor categories of city dweller/governmental official to that of the estates in all periods of time. As can be seen in the table to the left, this combined percentage hardly changes at all during the entire three hundred year period of time. In other words, the percentage of city dweller/government official participation in rural loans is the same in the early fifth century (before the rise in the number and size of the great estates) as the combined percentage of city dweller/government official/estate in the later sixth century. This implies that the estates came from the same class of wealthy city dwellers and government officials who made loans in earlier years. There was no net increase in the involvement of these groups. What seems to have changed is that the estate structure of senior governmental employees became an entity surviving their death, and as will be discussed below, had certain responsibilities.

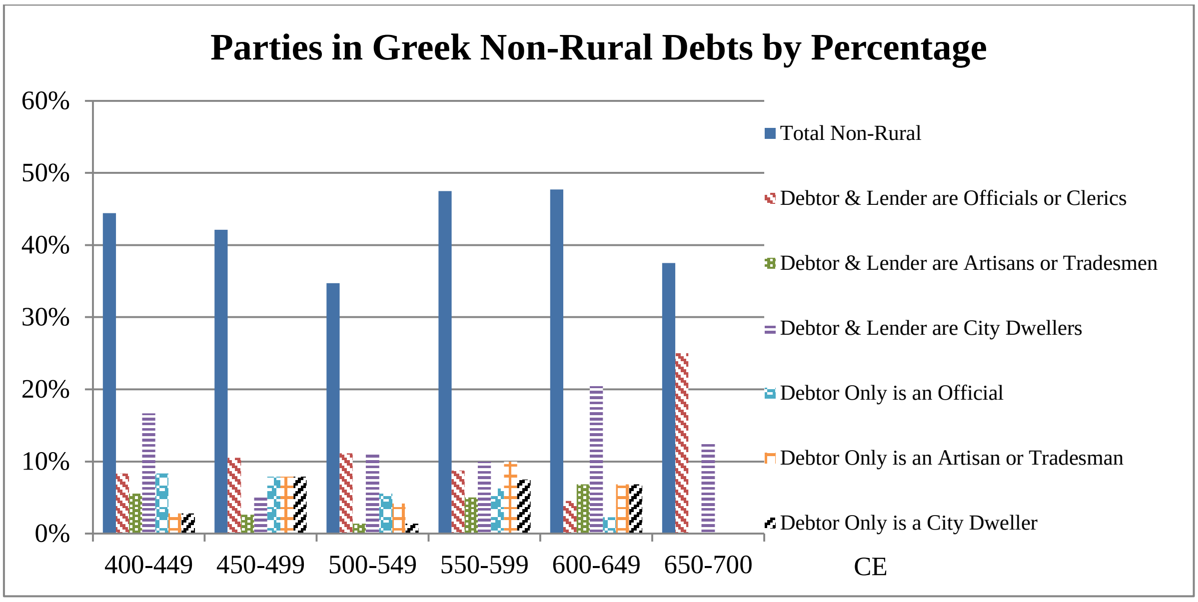
Table 18: Combined Percentages of Estates and City/Officials

Combined Percentage of Estates and City/Officials	Time Period
17 per cent	400-449
18 per cent	450-499
17 per cent	500-549
16 per cent	550-599
19 per cent	600-649

The non-rural debt should be examined as well. The following chart looks at the identity of the parties to non-rural debt. It shows that there is a high percentage of officials and city dwellers, and to some extent, artisans/tradesmen making loans to each other. The number of artisans and tradesmen, and city dwellers, making loans to each other increased in the sixth century. There is an occasional landowner or estate owner making a loan to a city dweller,[824] and there are several cases in which an unknown senior official is loaning to people of lessor status or to an unknown recipient.[825] But many of the debts involve people who are fairly close in status making loans to each other.

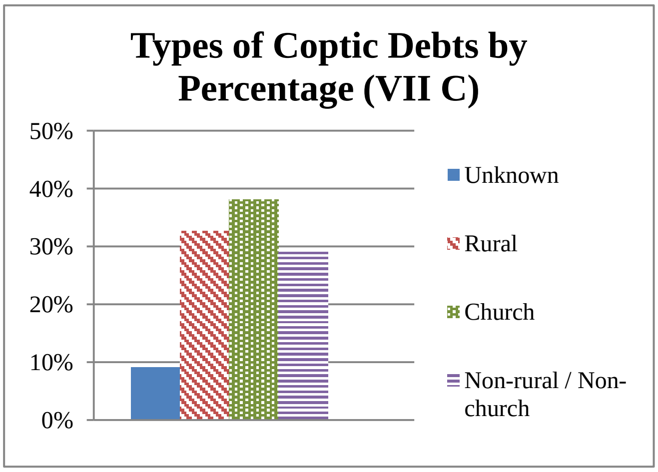
[824] For example, see P. Koeln II 103 (438) - Fl. Samuel, count and landowner, makes a loan to a city dweller and P. Cair. Masp. II 67162 (568) – Fl. Christopher, landowner, makes a loan to a deacon.
[825] For example, see P. Princ. III 145 (VI) – debtors are a stableman and his wife, P. Stras. VII 698 (VI) – unknown debtor, SB I 4828 (VI) – unknown count and riparius makes loan to an ironworker, P. Oxy. XVI

Chart 13: Parties in Greek Non-Rural Debts by Percentage



Coptic debt acknowledgements become more numerous in the seventh century. These largely fall into three types of documents: rural (involving farm produce, villagers or settlement-dwellers); church (involving a church, monastery or religious official); and other (those which fall into a category different from either of the first two types). Each of these types represents about one-third of the extant Coptic documents. With one possible exception, there are no loans from estates. The exception involves a *dioikates* (manager), who could be the manager of an estate or of church property. There is higher participation by churches, monasteries and religious officials than in the Greek debt acknowledgements,

Chart 14: Types of Coptic Debts



1970 (554)- a count and estate banker makes a loan to mechanics of the estate, PSI XIV 1427 (565) - debtor is a city dweller, P. Erl. 67 (591) – a manager of the estate of Sophia makes a loan to stablemen, P. Oxy. LVIII 3938 (591) the secretary of the estate of Justus makes a loan to a city dweller and his wife and daughter, and SPP XX 201 (VII) – Lord Sergius through his steward makes a loan to an unknown individual.

but this is probably a feature of the documents that have survived, which frequently came from monasteries. Rural Coptic debt acknowledgements are also more common, which could also be a feature of document survival patterns. In these respects, the Coptic debt acknowledgments differ from the Greek documents.

Returning to the issue of the coerciveness of the debt instruments, there is, unfortunately, no direct information available for the level of seasonal employment in Byzantine Egypt, although it has been theorised that a small fraction of the population in Egypt would have been able to produce the food necessary to feed the country, leaving the balance of the population under-employed.[826] There is evidence of wage advances, which indicates both that there was a demand for labour and a sufficient shortage of labour that landowners would use loans, which involve some risk of loss, in order to secure it. In this regard, Banaji argued that landowners would use wage advances to secure labour and that labour was plentiful. The fundamental flaw to this argument has been pointed out since the publication of his book in 2001.[827] If labour was plentiful, the landowners would have been able to attract it without the necessity of paying the advance. The evident lack of labour should have given the labourers more negotiating power. Another factor that would support a reduced labour force is the repeated episodes of plague starting in 541. The impact of the plague on Egypt is debated, but even a relatively circumscribed episode of a deadly illness will cause severe dislocations, as demonstrated by the economic impact of the current Ebola outbreak in western Africa on the affected countries.[828]

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[826] David A. Warburton, *Macroeconomics from the Beginning, the General Theory, Ancient Markets and the Rate of Interest* (Paris, 2003), p. 298. This book is criticised on other grounds by Michael Hudson, "A Free Enterprise Critique of Ancient Economies," *Journal of the Economic and Social History of the Orient* 48/1 (2005), pp. 118-122.

[827] See, for example, Brass (2010).

[828] Amara Konneh, "Ebola isn't just a health crisis – it's a social and economic one too," *The Guardian*, October 10, 2014, available at: http://www.theguardian.com/commentisfree/2014/oct/10/ebola-liberia-catastrophe-generation-poverty.

Wage advances have historically been associated with coercive labour practices. A table reflecting the Byzantine Egyptian wage advances follows.[829] This list does not include labour contracts, in which a person agrees to work for another for a specified wage, because these documents are not overtly debt acknowledgements.

Table 19: Greek Wage Advances

Greek Wage Advances	Date	Provenance	Amt.	Work	Debtor	Creditor
P. Alex. 34	IV-V	unknown	2 sol.	vine dressing	Vinedresser	unknown
P. Mich. XV 728	IV-V	unknown	2 sol.	unknown	Aurelius Mena	unknown
P. Koeln II 102	418	Oxyrhynchite	2 sol.	perhaps domestic	Aurelia Asseneth	Aurelius Chairamon
P. Rein. II 105	427	Oxyrhynchite	3 sol.	carpet weaving	Carpet weaver	unknown
P. Oxy. XVI 1975	496	Oxyrhynchus	3 sol	farming	Farmer	Another settlement resident
P. Grenf. I 59	V	Antaiopolite	6 sol.	farming	Unknown	Unknown
P. Mil. II 56	V	Oxyrhynchus	unk.	weaving	Unknown	Unk. landowner
SB XXIV 16284	533	Hermopolis	10 sol.	farming	Farmer	Flavius Zacharias
P. Prag. I 34	VI	Arsinoe City	1 sol.	wine-pressing	Unk., ref. to wine press	Flavius Neilammonatius[830]
P. Amh. II 149	VI	Oxyrhynchus	2 sol.	gardening	Superintndnt of garden	Steward for the Apion estate
P. Lond. III 1037 (S. 275)	VI	Hermopolis	4 sol.	irrigation	Unk. farmer	Vineyard owner
SB VI 9284	553	Hermopolis	3 sol.	irrigation	Farmer	Church manager
P. Iand. III 48	582	Oxyrhynchus	2 sol.	farming	Farmer	Apion estate
BGU I 295	591	Arsinoe City	1 sol.	river work	River man	Chief river man
P. Iand. III 44	VI-VII	unknown	11 sol.	unknown	Unknown	Church
SB VI 9459	580-620	Arsinoite	1 sol.	irrigation	Farmer	Estate manager
P. Grenf. II 87	602	Hermopolis	5 sol.	purple-dying	Purple-dyers	Master flax worker
P. Bodl. I 41	604	Hermopolis	4 sol.	flax-working	Flax worker	Priest/flax worker
P. Flor. I 70	627/642	Hermopolis	6 sol.	irrigation	Farmer	Fl. Theodore[831]

Looking at those documents, we can see several things. First, there are only a handful of the wage advances in any century: seven in the fifth century, eight in the sixth century and four in the seventh century. Wage advances are a small percentage of the total number of debt acknowledgements for all of these periods, with straightforward debt being

[829] This list is similar to that of Jördens (1990), p. 271, except that I have not included P. Coll. Youtie II 92 or P. Iand. 62 because the both are loans in which the debtors' sisters work for the creditor as antichretic pledges nor have I included BGU XII 2200 or P. Stras. 658 because neither appears to be a wage advance. I have included the following wage advances which are not on Jördens' list: P. Rein. II 105 (427), P. Oxy. XVI 1975(496), SB XXIV 16284 (533), SB VI 9459 (580-620), P. Grenf. II 87 (602).
[830] Represented in the papyrus as 'working' in the city – so probably not a major landowner.
[831] Per Banaji (2001), p. 127, a mid-level official and landowner.

significantly more common than wage advances. Secondly, there are no advances that have been published in the seventh-century Coptic debt acknowledgements, although there are two documents in which the debtor promised to farm the creditor's land to pay off an existing debt.[832] In one of these two documents, the debtor agrees to pay two solidi if he later does not farm the creditor's land,[833] which is a very similar amount to the usual advance for farm work. Thirdly, although just over half of the advances involve agricultural work in some sense, such as vine dressing, farming, gardening and irrigation; the rest do not. There is an advance probably for domestic work, plus advances for weaving, river work, purple-dyeing and flax making. In other words, other professions used the advance to obtain labour. The wage advance was neither a tool primarily of the estates, nor particularly common.

Finally, to determine whether the advance is predatory, it is worthwhile to ask whether the debtor can make enough money in wages to repay the debt in a reasonable period of time. We do not have very good information on the pay scales of this period of time, but there are two annual contracts for irrigation and farming work. In the first contract written in 509, the annual wage is seven solidi plus one-half of the wine from the vineyard.[834] The document does not provide the size of the vineyard, but wine was a cash crop so the total wage would have been seven solidi plus additional cash in an unknown amount. In the second, the annual wage is one solidus less six carats plus one-fifth of the produce of the three and three-fourths arouras of land.[835] The average aroura produced between ten and twelve artabas of grain,[836] so one-fifth of perhaps thirty-seven (ten times three and three fourths) artabas of grain is over seven artabas. This equates to almost

[832] O. Crum VC 29 and 30.
[833] O. Crum VC 29.
[834] P. Vind. Sal. 9 (509).
[835] P. Grenf. I 58 (561).
[836] Roger Bagnall, "Agricultural Productivity and Taxation in Later Roman Egypt," *Transactions of the American Philological Society* 115 (1985b), pp. 289-308.

another solidus at eight to ten artabas per solidus, for a total of about two solidi. There may have been other produce, such as vegetables or fodder, which could increase this amount. Both of these included the use of animals and perhaps other workers. In addition, there is a receipt for irrigation work done in 593 with a wage of one solidus for watering vineyards.[837] The last receipt does not state the duration of the work or whether animals or other workers were provided. This gives us a spread of two to seven solidi for farming and one solidus for irrigation work. Wage advances for farming range from two to ten solidi, and for irrigation from three to six solidi. Unfortunately, the variables (such as the size of the property, duration of work and any outside resources required) are such that it is not possible to obtain a good comparator. However, the range for advances does not appear out-of-line with the contract wage rates.

There are additional wage contracts for river men. The Apion estate paid one solidus less four and a half carats monthly for five river men in the mid-sixth century.[838] This equals twelve solidi (minus the carats) per year for the five men, or two and two-fifths solidi per man per year. They also paid one solidus as an advance for river work. This indicates that the river man receiving the advance of one solidus would have been able to repay it in less than six months. Based on this, and recognizing the paucity of comparable cases, the wage advances do not appear to be predatory, although they could undoubtedly be used in a predatory fashion. The research from contemporary debt bondage tells us that the amount of the advance is rarely the problem. Advances become predatory when the employer's practices are coercive, for example, adding exorbitant subsistence costs onto the account; or when the prevailing legal and societal practices are coercive, for example, laws or a landowner's security personnel forcing people to work or face torture or imprisonment. We have no information about additional costs assessed

[837] SPP III 86 (593).
[838] P. Oxy. XVI 1911 (557).

against those taking advances. The fifth and sixth centuries saw a rise in the number of surety agreements. In a surety agreement, villagers (often more senior villagers) pledged their assets against the continuing availability and sometimes work of other villagers.[839] Some of these agreements are clearly designed to maintain a source of labour. Others are essentially bail agreements to have people available for legal proceedings.[840] More study of these agreements might help clarify the nature of the agreements. My point is that the wage advances on their face do not appear coercive, but a detailed analysis of the surety agreements might provide more evidence on this issue.

In addition to other employment opportunities, loans appear to have been available, both from urban dwellers and from other villagers. As shown earlier, the prevailing interest rates were about twelve to twelve and a half per cent on cash loans and between thirty and fifty per cent on loans in kind. Even after Justinian lowered the legal rate for cash loans to six per cent in 528, many people continued to make loans at the prior rate. Senior officials and educated men such as Dioscorus dropped their rates, but many ordinary people did not. A cash loan would have been available, probably at the prevailing interest rate, for farmers needing money who could demonstrate an ability to repay the loan.

Finally, sales in advance were available. Jördens compiled a list of 160 sales in advance attested between 300 and 700.[841] Not quite forty per cent (63 out of 160) of these came from the sixth century, but the sixth century has a higher overall number of published documents, so the relative increase is much less. The vast majority of these sales are for wine, although there are a few each for wheat, barley, hay, vegetable seed, wool and amphorae. I am not aware of any research addressing the popularity of sales in

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[839] Jördens (1990), p. 148.
[840] For example, P. Lond. V 1732 (586) – surety to ensure that two men are present at an arbitration.
[841] Jördens (1990), sec. VIII Arbeitsverpflichtungen und Lieferungskaufe, pp. 296-341, at pp. 296-301; Nico Kruit, "Local Customs in the Formulas of Sales of Wine for Future Delivery (A Supplement to P. Heid. V)," *ZPE* 94 (1992), pp. 167-184, at pp. 167-8.

advance for wine, but it probably involves the largely commercial nature of the product and the time required for fermentation. Of the total number of sales in advance, seven involve wheat,[842] and only two of these have extant prices, one with a price of ½ solidus for three and a half artabas of wheat[843] and the other with a price of ½ solidus for four artabas of wheat.[844] Wheat normally cost between eight and ten artabas per solidus, so these appear to represent a high rather than a low price for wheat, which may explain the unusual use of a sale in advance for wheat.

One last issue concerns the nature of the estates themselves. As discussed earlier, ownership of a large number of plots of land was not confined to the sixth century, nor was centralised management of this land. Both the third-century and the sixth-century estates were managed around *epoikia*, or farmsteads, often with barrack-block quarters, a beer shop, oil press, perhaps wine presses and weaving workshops.[845] What appears to be unusual is the development of the estate as an almost corporate organisation that passed from the estate owner to his or her heirs as an entity. This is probably related to the assignment of certain imperial functions to specific estates commencing in the fifth century. Gascou, Sarris, Banaji, and Hickey all acknowledge that the estates undertook increasing amounts of imperial functions during the fifth and sixth centuries. They disagree on the whether this was driven by the imperial government (Gascou) or the estates themselves (Sarris and Banaji). As J.H.W.G. Liebeschuetz pointed out, following the work of Gascou, the estate of Timogenes is attested to have been responsible for providing staff for the exactorial office, which maintained the tax register, in

[842] CPR VIII 59 (V/VI), P. Ross. Georg. V 31 (503), P. Mich. Inv. 3720 (507), CPR X 23 (520/21), P. Lond. III 1001 (539), P. Gen. II.I 15 (V-VI), SB I 4884 (V-VI).
[843] P. Ross. Georg. V 31 (503).
[844] P. Gen. II 15 (V-VI). Two other documents indicate that there is interest or a penalty, but the exact amounts are no longer extant.
[845] Rathbone (1991), pp. 31-33.

Oxyrhynchus in 444, ca. 500 and 538.[846] In 572, the estate of Theon provided tax staff.[847] The Apion estate provided the funding for the head of the *cursus publicus* in the sixth century.[848] It also provided prison services after the closure of the Oxyrhynchus prison sometime after 552[849] and paid for imperial troops, the *buccellarii*, who may have had a public law-enforcement role.[850] Liebeschuetz does not support Gascou's theory that the imperial government established a category of semi-public ownership of land to facilitate the collection of taxes because of what he sees as the dearth of evidence that this was centrally mandated as opposed to a practice that grew up over time. He agrees that the estates took turns funding staff for various branches of the bureaucracy as well as transportation, baths and other amenities.[851] These responsibilities frequently lasted over a number of years, which would have encouraged treating the estates in an almost corporate fashion.

In addition, estate owners were placed more frequently in high provincial offices in the sixth century. Given their official positions, it would make sense for the imperial government to trust them with imperial functions. The estate owners would have been able to recoup their costs for performing these functions through the collection of taxes.[852] These functions were, in effect, privatised. The nature of the estate appears to have changed in the fifth and sixth centuries to facilitate the long-term funding of civic responsibilities. This is seen in the increasing self-identification of the estates as such in

[846] J.H.W.G. Liebeschuetz, "Civil Finance in the Byzantine Period: The Laws and Egypt," *Byzantinische Zeitschrift* 89/2 (1996), pp. 389-408.
[847] Ibid.
[848] Ibid., pp. 399-400.
[849] Hickey (2012), p. 95.
[850] The role of the *buccellarii* is another controversial issue with regard to the estates, with some seeing them as a public responsibility that the local landowners were obligated to support (Jean Gascou, "L'institution des buccellaires," *Bulletin de l'Institut français d'archéologie orientale* 76 (1976), pp. 144-56) and others seeing them as 'imperial troops employed the Apion household for its own illicit purposes' (Sarris (2006), p. 171).
[851] Liebeschuetz (1996).
[852] See Bagnall *et al.*, (2014), pp. 31-35.

the debt acknowledgements, and may also explain the reduced visibility of the estates after the invasions of the seventh century.

In summary, estates that are identified as such are not represented in the debt acknowledgements for the fifth century, although they are represented in other types of documentary papyri. They are represented in the sixth century debt acknowledgements, and are the largest single group of creditors for rural loans but not for urban loans in the second half of the sixth century. However, their combined share of the debt documents with city dwellers and government officials remains about the same for all periods, and is never very high given the overall numbers of documents. Estates then disappear from the debt acknowledgements in the seventh century. There is little evidence that the estates systemically used debt coercively. Work appears to have been readily available. There were sources of loans other than the estates available to both rural and non-rural individuals, either within the villages or in the cities themselves. Wage advances were not frequently used and appear in the context of urban employment as well as rural employment. The amount of the advances is consistent with other known wage rates. A particular farmer may have had lacked information on sources of credit or been forced by lack of contacts or lack of credible reputation to take a loan from a large landowner in the area, but there were available alternatives.

Chapter VI – Debt and our understanding of Byzantine Egypt

A. Introduction

This thesis began as an effort to test the degree to which Roman law had been adopted in Byzantine Egyptian debt acknowledgements. Following my research plan, I collected all available published Greek and Coptic papyri debt acknowledgements for the fifth through the seventh centuries, and examined them in light of the changes to law that occurred during that time. In the process of analysing the documents, it became clear that this analysis could assist in answering other significant social and historical questions. Therefore, at the end of Chapter One, I proposed three questions that I would attempt to answer, which were:

1) Were changes to Roman law adopted in the debt acknowledgements, and how was this adoption, if it occurred, accomplished?

2) When and why were the Coptic debt acknowledgement forms developed, and why did they replace the Greek forms shortly after the Persian and Arab invasions?

3) What was the role of debt in the management of the large estates and was it used as coercively as has been posited?

In this final chapter, I will discuss each of these questions in light of the information obtained from the debt acknowledgements. Then I will expand the discussion to consider the broader social and economic environment of Byzantine Egypt, focusing on the factors that may have led to the shift in language from Greek to Coptic in personal legal documents.

B. Adoption of Roman legal changes

Between the fifth and seventh centuries, the format of the long form Greek debt acknowledgement was remarkably stable. Although there were regional and notarial wording differences, the overall structure of the document remained the same from Nessana to Syene. Furthermore, the basic wording became more standardised during the fifth and early sixth centuries. In Oxyrhynchus, for example, there were four variations of the acknowledgement of receipt language used in the early fifth century, but only three used thereafter with a strong preference for one, ὁμολογῶ ἐσχηκέναι παρὰ σοῦ. Arsinoe and Herakleopolis show a similar standardization. Even in areas that retained more variation, such as Hermopolis, there was a growing preference for the wording preferred elsewhere in Egypt.[853]

Not only was the format very stable, but most of the notaries were able to maintain currency with the identity of the current consuls and emperors, shifts in the wording of common clauses, and the use of various descriptions of acceptable coins and coin standards. There are few clauses in the debt acknowledgements that are sufficiently numerous and that underwent a significant change to allow the tracking of the adoption of changes. Regnal dating and the plural pressing need clause are the only two exceptions. Justinian I required the use of regnal dating in 537. That requirement must have been communicated fairly rapidly in Egypt because we have evidence that this change was intermittently used in Egypt commencing in 539. However, it was not consistently adopted in Egypt until the 560s. Consular dating without regnal dating continued to be used at Antaiopolis through 553, at Hermopolis through 559, and at Thebes through 566. The Hermopolite nome provides an example of the pattern of adoption.[854] There are nine debt acknowledgements from the Hermopolite nome with extant dating clauses between 539 and 559, and only three use regnal dating. None of these nine documents retains the notarial clause identifying the drafter; however, four of them were drafted at the monastery of Apa Apollo, probably by a member of the clergy and not a professional

[853] See Chapter Two, section B.3 and Table 5, *supra*.
[854] See Chapter Two, section B.1, *supra*.

notary. The others that lack the regnal clause may also have involved a non-professional notary. The three documents that contain the regnal clause involved senior officials or an urban church in Hermopolis. In comparison, Oxyrhynchus and Aphrodito appeared to have more consistently used the regnal clause by the 550s. The difference between the speed with which Oxyrhynchus and Aphrodito appear to have adopted regnal dating versus Hermopolis may be the result of the documents that we have. Those from Oxyrhynchus largely involved senior officials or city residents, porbably with greater access to notaries with more up to date information on imperial requirements. The documents from Aphrodito came from the archive of Dioscorus of Aphrodito, a notary. These can be compared to the documents from Hermopolis, which often came from religious institutions, and may not have been written by official notaries. Even after most of the notaries were consistently using regnal dating, there were missteps. Justin II, for example, was still identified as emperor a year after his death. The disruption surrounding Heraclius' coup caused frequent errors. The pattern thus suggests a difference in adoption based on location and notarial professionalism, aggravated by social disruption.

In addition, the pattern of adoption of the plural form of the pressing need clause suggests that at least some clauses moved from Alexandria and then down the Nile. The standard pressing need clause, εἰς ἰδίαν μου καὶ ἀναγκέαν χρείαν (for my own pressing need), was very common in the Greek long form debt acknowledgements from the fifth century through to the last of these documents in the seventh century. The purpose of the clause was to make explicit the fact that the debt was for the personal benefit of the debtor, and that the debtor was not acting in the interest of another person. A plural version of this clause, εἰς ἰδίας μου καὶ ἀναγκαίας χρείας (for my own personal needs), was first attested in a debt acknowledgment from Alexandria in 499. It is then attested in debt acknowledgements in Oxyrhynchus and Hermopolis by 526 and in Arsinoe in 531. In all of these places, the singular form of the clause was used in the fifth century, but we lack documents with extant acknowledgement of receipt clauses from the beginning of the sixth century so we do not know exactly when the plural version was introduced. The plural form is also attested in the 541 loan document from Constantinople and in debt acknowledgements from Nessana, so it is probable that the plural form was a Constantinopolitan form that was disseminated throughout the empire. We lack, however, sufficient documents from both areas to prove the exact time sequence.

With regard to the process of communication in Egypt, we know that Dioscorus of Aphrodito had in his archive at some point in time a copy of a loan dated 541 from Constantinople involving his father (who died around 547/8) and cousin that contained the plural form of the clause, but he did not adopt it for his own debt acknowledgements until 568. This would imply either that the document was being held by someone else until then, or that he learned about the clause when he joined the ducal notarial staff about 567. We lack loans from Antinoopolis after 570, so do not know what happened thereafter. The publication of a few more loans from the first quarter of the sixth century might shed further light on this process. The plural version, however, is attested in Alexandria before any other Egyptian location, and it was later adopted in Oxyrhynchus, Hermopolis, Arsinoe, Antinoopolis and other locations. There must have been a communication process for changes to these clauses. The clause then reverted back to the singular form in Hermopolis and Arsinoe, but not in Oxyrhynchus. The longevity of these changes thus appears to be at least partially based on local acceptance. This is important because, heretofore, there has not been sufficient evidence from which to examine the pattern of adoption of clauses in papyri contracts.

There is also a high degree of correlation between changes to Roman law and changes in the Greek long form debt acknowledgements, with the major exception of interest rates. Regnal dating was adopted with some delay. Changes in the liability of co-debtors and sureties were followed by changes in debt acknowledgment wording relating to this liability. The reaction to changes to the defence of non-payment of principal appears to have been the increasing use of non-dispute clauses. Justinian I's requirements for notarial completion were adopted, most directly in Arsinoe and Oxyrhynchus. Some changes were resisted. For example, urban notaries frequently included explicit reference to future as well as current property in their *praxis* clauses, which was unnecessary but did no harm. There are also two surviving Greek long form debt acknowledgements in which children are taken into servitude in spite of prohibitions on seizing family members for the payment of debts. Both of these documents, however, contain bilateral promises in which the creditor promises to feed and clothe the family members, which supports the proposition that a principal motivation for these arrangements was to provide care for family members whose families were destitute.

The greatest resistance to legal changes was in the reduction of interest rates by Justinian I. This reduction must have been disseminated because it was adopted in some debt acknowledgements. There are no extant documents, for example, in which senior officials were taking interest above the legal rate, although there are limited numbers of these documents and future publications may change this result. Some notaries such as Dioscorus appear to have been very careful to reduce the amount of interest to legal or near legal amounts in the documents that they prepared. All of the documents from Nessana with extant interest provisions are within the legal rates. The average Egyptian, however, appears to have rejected the reduced limits on interest, especially as the sixth century progressed. When the lower interest rates involving senior officials, Nessana, and

Dioscorus are removed from consideration, the prevailing interest rate remained securely at twelve to twelve and a half percent in the second half of the sixth century. There are outliers, both higher and lower, but the majority of debt acknowledgements with extant interest rates have rates around twelve per cent. Ultimately, Justinian I was more successful than his predecessors with better dissemination and better acceptance of his laws by Rome's subjects, although not completely. Both the acceptance of legal changes and the subsequent retention of the fundamental Roman legal practices after the Persian and Arab invasions indicate that the provinces were culturally more Roman by the sixth century than in previous centuries, and remained so at least during the seventh century.

By way of contrast, the sixth century was also the time in which the Greek short form debt acknowledgement was developed, and Coptic words begin to be found in the Greek documents. The Greek short form debt acknowledgements are *cheirographs* and maintain the basic legal framework for an enforceable document. The debtor identifies him or herself and acknowledges that he or she has received and owes money or property, and promises to repay it. However, the documents lack the regnal and consular dating clauses required by imperial law, many of the creditor protection clauses, and the stipulation and the *kyria* clauses. The final acknowledgement by the debtor is reduced to a simplified στοιχεῖ μοι (I am satisfied) clause.

Dioscorus' archive provides evidence that the short forms were developing in the mid-sixth century. Dioscorus used both short form and long form debt acknowledgements, probably depending upon clients' resources; and his short form is more of an intermediate form than later versions by other individuals. This may be the result of Dioscorus' more florid writing style, but it also appears that the earlier short form documents in general are closer to the Greek long form, and become more abbreviated over time. By the seventh century, the form is very streamlined, using standardised clauses such as the ἔχω ἐγὼ (I have [from you]) receipt clause, the use of ἔχω παρασχεῖν (to repay) in the payment clause and στοιχεῖ μοι (I am satisfied) in the debtor's acknowledgement clause. These Greek short form documents were probably developed in response to legal changes eliminating the requirement for a formal stipulation in *cheirographs* and legal rhetoric encouraging the enforcement of contracts in which the intent of the parties was clear even in the face of legal deficiencies, especially in rural areas. Their development strongly suggests an environment in which it was becoming more difficult to maintain currency with regnal dating. This environment must also have encouraged the simplified forms.

C. The Process of the Shift from Greek to Coptic

Another sixth-century development was the Coptic debt acknowledgement. It is very consistent in its clauses, although not necessarily in the spelling of specific words. The documents begin with a statement that the debtor is writing to the creditor. The debtor and creditor are both generally identified by name, patronym, location and profession. The nomina Aurelius and Flavius have largely been eliminated. The receipt clause generally used the word ⲭⲣⲉⲱⲥⲧⲉⲓ ('I owe'). The debtor's final acknowledgement of assent to the agreement generally used the word ⲥⲧⲟⲓⲭⲉ ('I am satisfied'). This is true in every location in which these documents are found. This consistency means that there was a model format, which must have been established at least by 595/6, the date of the earliest documented Coptic loan following the format. The format did not change throughout the seventh century. None of these documents contain regnal or consular dating. In this regard, they are very similar to the Greek short form debt acknowledgements, which also do not contain regnal or consular dating clauses but many of which have been securely dated to before the Persian and Arab conquests by archive or reference to known individuals. Because the Coptic documents have an established format, which can be dated to before the Persian and Arab conquests, it cannot be assumed that all of the Coptic documents, except those which by exception can be securely dated to before the conquests, must have been written thereafter. Many of them probably were written after the conquests, but some must have been written earlier. In particular, those using the city coin standards with subtracted carats, a practice which disappeared from the Greek long form debt acknowledgments in the early seventh century, must pre-date the elimination of the standards with subtracted carats.[855] There is no reason to believe that city or regional practices that disappeared in the Greek documents were somehow maintained for Coptic clients.

The development of the Coptic debt acknowledgement format raises a number of important issues, including when and why was it developed. It is very similar in format to the Greek short form, which is attested from the early sixth century to the mid-seventh century. The wording of the Coptic documents is also very similar to the Greek debt acknowledgements using the clause καθαρῶς καὶ ἀποκρότως (clearly and without dispute). These documents are attested from the mid-sixth century to the later seventh century. They must have been developed before 595/6, the earliest attested datable document using the established format. The Greek debt acknowledgements using καθαρῶς καὶ ἀποκρότως point to Dioscorus and to other rural elites, but this could be a feature of the survival patterns. The Coptic churches and monasteries are another possible source. They taught their monks and deacons to read and write. They used Coptic for their religious documents. It is reasonable to assume that they would have adopted simple Coptic legal documents for their needs. In this regard, Papaconstantinou proposed that the Coptic personal legal documents developed as a result of the increasing prestige of the Coptic language following the creation and flight of the separate anti-

[855] See Chapter Two, section B.3 and Table 7, *supra*.

Chalcedonian religious hierarchy in the early sixth century.[856] I will discuss this in more detail in the last section of this chapter but I would question two of her related arguments: first that this development reflected a resistance to Roman law[857] and secondly, that the rise of Coptic occurred solely from Hermopolis south to Syene.[858] The early Coptic debt acknowledgements are simplified but contain the fundamental elements of the Roman *cheirograph*, especially as the law developed in the late fifth and early sixth century. The debtor acknowledges his debt in customary Roman language. The documents use 'creditor protection' concepts, including *hypotheca*, which are fundamental to Roman law. They are signed and acknnowledged by the notary in the customary Roman manner. As Richter has shown, the Coptic legal documents reflect a development from Roman practice, not a survival of Demotic or earlier Egyptian practice.[859] The Coptic documents do not reflect a rejection of Roman law. The Nessanans and Egyptians had incorporated Roman legal principles into their practices. Roman law was their law. Those called upon to write personal legal documents needed a simplified format, preferably in the common vernacular. The Greek short form and the Coptic debt acknowledgement met those needs.

Secondly, I disagree with Papaconstantinou's statement that Coptic legal documents are solely a southern Egyptian phenomenon. There are seventh-century Coptic debt acknowledgements from the Fayyum as well as from Hermopolis, Antinoopolis and the Thebaid province. Many of the surviving documents have a strong religious flavour but they spread to the larger community, including the Elephantine military community and secular users of the documents. Meanwhile, Greek personal legal documents disappeared shortly after the Arab conquest. Greek continued in use for governmental and administrative documents, but the debt acknowledgment ceased to be written in Greek.

[856] Papaconstantinou (2008).
[857] Ibid., p. 85.
[858] Ibid., p. 83.
[859] Richter (2008), p. 71.

The Persian and Arab invasions may have precipitated the cessation of Greek personal legal documents, but the roots of the change, the development of the Greek short form and the related Coptic form, pre-dated the invasions by nearly a century and represent a marked change in local legal practice.

D. Debt and the Great Estates

Imperial and personal estates in Roman and Byzantine Egypt have a long history, going back to shortly after the Roman conquest. The estates in the first through third centuries were conglomerations of parcels of land, managed conservatively for a regular return. Risk and costs were reduced to the extent possible. They were often managed through leases to one or more middlemen, who sub-leased to farmers, and collected the rents to forward to the estate owners. The later estates, particularly in the sixth century, are somewhat different entities. They still involve parcels of land, probably farmed by the same class of farmers, but they are distinguished first by their ownership and secondly by their management structure. The owners of the sixth century estates have been described as service aristocrats.[860] These are wealthy families who obtained their start from holding official imperial positions. By the sixth century, many of the local governmental positions such as the pagarch were held almost exclusively by these families. This is a change from the earlier estates that were owned by people who held office but were primarily landowners. The second distinguishing mark of the sixth-century estates was their near-corporate structure. They continued in operation after the death of their owner, often described as the ‘estate of the heirs of’ an individual. Given the governmental responsibilities undertaken by the estates, such as providing for the funding of various offices, the *buccellarii* or the management of the formerly public Oxyrhynchus prison system, this near-corporate structure is not surprising. As more

[860] Sarris (2006), p. 86; Banaji (2001), pp. 216-217, using the term ‘aristocracy of office.’

governmental functions were either given to or taken by the estates, it would have been important that the estates continue to manage those responsibilities, even after the death of the principal owner.

Going back to the debt acknowledgements, and looking at the rural loans, defined as those involving people from the villages or settlements or those involving agricultural produce, there are only eighteen with creditors who are described with high governmental positions or who are managers or stewards for creditors with high governmental positions. The earliest of these dates to 533 and the last to the mid-seventh century. Although there were entities calling themselves estates (οἶκος or οὐσία) in the fifth century, debt acknowledgements either from those estates or with the characteristics that have been associated with the large estates of Egypt do not appear until the sixth century. It is possible that this is due to the survival of documents. The fifth century is notoriously lean with regard to papyri, although there are relatively high numbers of debt acknowledgements from this time. Nevertheless, the estates do not play a major role in attested rural debt acknowledgements until the sixth century. Moreover, the percentage of rural debts versus non-rural debts fell in every half century from the fifth through the end of the sixth century.[861] Throughout the sixth century, non-rural (urban) loans were more prevalent than rural loans. This indicates that the economic significance of debt to the urban community was greater than for the rural community, both for those making loans and those accepting them. There appears to have been much more money available in the urban communities, both to lend and permit the repayment of loans.

Debt has historically been used to control and impoverish rural workers. It would be astonishing if it were not used at times in this way in Byzantine Egypt. There will always be those who abuse their power. My question concerned whether there was

[861] See Chart 11, *supra*.

evidence that the debt acknowledgements were being used systemically in a coercive way. As discussed above, urban loans were available to those with access to the cities. Many rural loans involve urban creditors; so many rural debtors did in fact have access to them. This gave them an option for credit other than the estates.

Wage advances and sales in advance have both been implicated as vehicles for controlling or taking advantage of rural debtors. With regard to wage advances, there are very few of these overall, and the numbers remain relatively constant throughout the fifth through seventh centuries, even falling slightly in the sixth century as a percentage of total debt acknowledgements. Straightforward debt was much more common than wage advances. Additionally, although the numbers of comparators are small, the wages provided in contemporaneous wage contracts do not appear to be outside the range of the amounts provided in a wage advance, and indicate that the debtors should have been able to repay the wage advances through their wages. People occasionally fell behind, I am sure, and were required to work for the creditor because of the debt when there may have been better alternatives. On the other hand, the wage advance carried risk for the creditor as well as for the debtor because of the possibility that the debtor would not complete the work or flee, leaving the creditor unable to collect his investment.

Sales in advance, although not examined in detail as part of this thesis, frequently carry a significant discount from the prevailing harvest price of agricultural products. A debtor could receive much less than the harvest price for agricultural product by agreeing to a sale in advance because of the discount generally inherent in this document. There are about 160 attested sales in advance, many from the fifth and sixth centuries. By far a majority of these concern wine production. Very few concern wheat or other agricultural products. There are only seven sales in advance for wheat, and only two had extant prices, both of which were consistent or low for the generally prevailing price of wheat.[862] Our knowledge of the pricing for Byzantine Egypt is not well defined and there may be price fluctuations about which we have no knowledge, but at least for wheat, there is no clear indication of abusive pricing.

In summary, debt has historically been used to take advantage of subsistence farmers, and there is no reason to assume that Byzantine Egypt was any different in this regard than other locations. However, the picture drawn by scholars such as Banaji of the great estates of Egypt using debt systemically to take advantage of their workers[863] is not supported by the debt acknowledgements in this study. At least in the fifth and sixth centuries, there appear to have been other alternatives for credit. Many urban creditors gave loans to rural debtors. The estates did not have a monopoly on debt, even with the farmers of the settlements for which they collected rent and taxes. Wage advances were infrequent, and the wages appear to be in the range provided by the extant wage contracts. Sales in advance generally contain a discount from market prices after harvest, but do not appear to have been used very frequently for the core crops of wheat and barley. They are used much more frequently for wine. Given the time required and risks involved in the fermentation of wine, these agreements would have given an income to the vintner at some risk to the creditor, especially since the principal remedy for the provision of bad wine appears to have been good wine from the next harvest. In this regard, I recently travelled to Bordeaux in France, and was told by several vintners that they sell their wine to negociants at a fifty per cent or more discount because the negociants take responsibility for holding the wine until it appreciates and then selling it. This is not seen as coercive and these vintners were not particularly vulnerable members of society.

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[862] See Chapter Five, section D, page 210 *supra*.
[863] Banaji, (2001), p. 205.

E. Social and Economic Implications of this study

In this last section, I would like to briefly consider the broader social and economic environment of Byzantine Egypt, focusing on the factors that may have led to the shift in language from Greek to Coptic in personal legal documents. Some of this information is necessarily speculative in part, but other things can be said with a reasonable degree of assurance. I will conclude with a few thoughts for additional research that could prove helpful with regard to resolving some of the still much contested aspects of Byzantine Egyptian history.

Although we know less about the fifth century in comparison to other centuries in Egypt because of the relative lack of published papyri,[864] we are fortunate with the debt acknowledgements because, although there are fewer for the fifth century than for the sixth century, they are relatively abundant even from the fifth century. All are in Greek. They show the use of an established format with increasing standardization of language. Interest rates fell in the first part of the century to contemporaneous Roman legal rates. Roman coinage had been adopted, which would have facilitated trade. Coinage was initially described only as imperial and of good weight. If there were coin-weighing fees, they were being paid separately. The subtractions of carats began to appear in the debt acknowledgements in the mid-fifth century and initial deductions are small. Meanwhile, the Roman army established firm boundaries in the south, and limited Blemmeye and Nobades raids. Major construction was ongoing in Alexandria and the Mareotis area. The fall of North Africa to the Vandals and the periodic sacking of Rome must have at least temporarily disrupted trade, but Egypt would have been in a position to benefit from the disruption in that it had grain, cloth and other products to sell, and was not itself under

[864] See Bagnall (2011), p. 87 (Coptic); and Bagnall (2007), p. 6 (Greek). Also, Chart 3 *supra*.

attack. This was generally a time of increasing Egyptian identification with the Roman Empire and rising prosperity.

The fifth century was also a time in which there was an increase in the importance of local languages. Averill Cameron stated that the relatively peaceful and prosperous development in the East in the fifth century caused a significant increase of settlement and population and an increase in the importance of local languages (Georgian, Coptic, Armenian, Hebrew and Syriac).[865] Arabic also took on its distinctive script in the sixth century.[866] This development continued into the sixth century, which started out as a period of great prosperity. Bronze coinage was stabilised at a fairly high weight in 512. This should have benefitted the poorer elements of the population because they were more reliant on the bronze coinage.[867] The urban population appeared to be thriving based on the number of loans that they made and took. Tradesmen and artisans, in particular, appear prosperous. Underlying this prosperity, however, was increasing religious differences. In this regard, Arietta Papaconstantinou argues that the development of a separate non-Chalcedonian clergy in the early sixth century who used Coptic for sermons and communication may have led to an increase in the social prestige of Coptic and then to greater use of Coptic for legal documents.[868] Some of these clerics only spoke Coptic. Abraham, Bishop of Hermonthis, for example, noted in his will that the notary translated the words of the will, written in Greek, into Coptic for him.[869] Whether prosperity or religious affiliation or other reasons drove this increased popularity of local languages is unclear, but it is a phenomenon affecting the entire Roman east. I regard this as a 'push' for the increased use of Coptic for personal legal documents. In

[865] Averill Cameron, *The Mediterranean World in Late Antiquity, AD 395-600* (London 1993), pp. 140-141.
[866] Greg Fisher, *Between Empires: Arabs, Romans and Sasanians in Late Antiquity* (Oxford, 2011), p. 137-138.
[867] Sarris (2006), p. 224.
[868] Papaconstantinou (2008).
[869] P. Lond. I 77 (ca 610).

addition to the 'push', I believe that there was a 'pull' in the form of a greater desire for and acceptance of less formal documents, especially in rural areas.

Some of the more rural areas show an inability or unwillingness to maintain currency with certain imperial requirements. As was discussed in Chapter Two, the Hermopolite nome, for example, appears to have struggled to implement Justinian I's requirement for regnal dating. Oxyrhynchus and Antinoopolis appear to have more consistently used the regnal clause by the 550s. The number of extant documents is small but it suggests a struggle in some quarters to implement imperial change.

Justinian I's legislation also showed a preference for implementing the intent of the parties, even if they did not meet certain technicalities. His *Corpus Iuris Civilis* included a provision by Emperor Leo dated to 472 that permitted the enforcement of any written agreement in which the consent of the parties was clear, without the requirement for a formal stipulation clause.[870] This pre-dated and may have been the impetus for the later Greek short form and Coptic debt acknowledgements. Justinian I himself understood that there was a lack of trained notaries in rural areas, and gave them dispensation from meeting all the legal technicalities, as long as the intent of the parties was clear.[871] Both the short form Greek debt acknowledgement and the Coptic debt acknowledgement appear more frequently in rural communities in which a preference for use of the Egyptian vernacular and a desire for simpler, less expensive documents, probably combined to drive their development. In both of these forms, the content and rhetoric of Justinian I's legislation can be seen as an influence.

[870] C.J.8.37.10 (472).

[871] See Justinian Novel 73.9, which sets forth amended proof requirements for documents that were not publicly registered, he states that: "…in the country, where rural simplicity exists and no writers and few witnesses are found, present laws shall govern." He uses similar language in C.J. 6.23.24.26 and 31, which address wills, and in his Novel 47.c.4.3, addressing marriage formalities. Justinian I was also a strong believer that the intent of the parties should be followed, even if not all the technical requirements were met. For example, in C.J. 6.23.24 (528), he specifically ruled that errors of notaries will not invalidate a will if it is otherwise clear what the testator intended. Similarly, in C.J. 8.17.9, he ruled that wording sufficient to convey the general pledge of property is enough to bind both future and current property, without the necessity of specifying both types.

In addition, it is generally agreed that there was a privatisation of many imperial functions to the estates in the fifth and sixth centuries.[872] Justin II increased the power of local dignitaries by issuing an Edict in 569 permitting landowners and bishops to select the provincial governor.[873] Whether as a result of local decisions or an imperial decision to maintain loyal retainers in Egypt, Jonathan Conant noticed that a high percentage of prefects or dukes of Egyptian provinces between the reigns of Justinian I and Heraclius were local, unlike North Africa where most of the senior leaders were non-African and had considerable military experience.[874] Gabriella Bijovsky, examining coin finds in Egypt as well as Palestine, also noted the severe monetary isolation of Egypt in the early seventh century.[875] This concentration of power in the hands of local officials, who would have been responsible for arbitrating or mediating many local disputes, may also have increased the acceptability and hence the 'pull' for simpler local forms, in both Greek and Coptic.

In this regard, one reason that has been proposed for the increased use of Coptic for personal legal documents is the purported collapse of the state jurisprudence system in the sixth century. Arthur Schiller was the first to propose that state jurisdiction disappeared in favour of local mediation and arbitration.[876] He based this proposal on the lack of sixth-century court documents and the sizeable number of extant mediations and arbitrations.[877] Other scholars, however, have contested this view, arguing that the lack of extant court documents may have resulted from the chance finds of papyri, and not from

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[872] See Chapter V, sec. D *supra*.
[873] Nov. 149 of Justin II. This can be seen as a continuation of an earlier decision by Justinian I in 554 to allow bishops and local notables to elect their governor from the local elites. See J. Appendix 7.c.12.
[874] Jonathan Conant, *Staying Roman. Conquest and Identity in Africa and the Mediterranean, 439-700* (Cambridge, 2012), pp. 200-218.
[875] Gabriella Bijovsky, *Gold Coins and Small Change: Monetary Circulation in the Fifth-Seventh Century Byzantine Palestine* (Trieste, 2012), pp. 438-9.
[876] Arthur Schiller, "The courts are no more," *Studi Volterra 1* (Milan, 1971), pp. 469-502.
[877] See also, Gagos and van Minnen (1994).

any lack of state judicial proceedings.[878] Similarly, Bagnall has pointed out with regard to the overall lumpiness of papyri data sources that the lack of letters or tax receipts at various points of time does not mean that these documents went in and out of favour. It is more likely related to the archaeological preservation of ostraca and papyri.[879] I am inclined to think that state jurisdiction continued because petitions and threats of litigation continued,[880] as do references in the papyri to *scholastici*, who were probably jurists or advocates.[881] That said, the selection of senior officials from local well-to-do families probably increased the degree to which local politics and presumptions about the proper functioning of law affected court results, facilitating simpler local legal forms.

The problem, of course, with privatisation on this scale is that the imperial government would then lack controls over local behaviour. Once both military and imperial staff positions were in the hands of the estate owners, the imperial government would be hard-pressed to take action against them. This can be seen in an incident related by John, Bishop of Nikiu. During the reign of the Emperor Tiberius II (r. 578-582), a wealthy Egyptian named Aristomachus whose father was a former Prefect, gathered a large private army and navy and also had control over the imperial forces in Egypt, and acted in a high-handed and arbitrary manner.[882] Among the things that he did was to seize the houses of rich men, apparently to house his troops who had no means. When Tiberius II heard about this, he sent an officer with orders to arrest Aristomachus, but to do so in a way so as not to cause riots. The officer managed to trick Aristomachus onto a ship and take him to Constantinople. Tiberius II then examined Aristomachus, and

[878] For a detailed summary of the various positions on the existence of state jurisdiction in sixth century Egypt, see footnote 5 to Marzena Wajtczak, "Settlement of Claims as a way of dispute resolution in light of P. Petra IV 39, A Legal Commentary," *JJP* 42 (2012), pp. 353-380, at pp. 354-355.
[879] Bagnall (2011), pp. 35-36.
[880] Jean-Luc Fournet and Jean Gascou, " Liste des pétitions sur papyrus des Ve–VIIe siècles" in Denis Feissel and Jean Gascou (éds.), *La pétition a Byzance* (Paris, 2004), pp. 141-196.
[881] See for example, P. Ant. II 104 (VI) and P. Oxy. LXIII 4398 (553) – debt acknowledgments; also P. Cair. Masp. I 67057 (551/2) and P. Oxy. XVI 1913 (551) – accounts. There are 57 references to *scholastici* in the DDbDP for the mid-sixth through seventh centuries.
[882] Charles, *John, Bishop of Nikiu* (2007), chap. XCV, pp. 151-153.

finding no fault from his explanations, restored his command and sent him back to Egypt. This event implies that private individuals could become very powerful, leaving the Empire with few alternatives but to support them.

The sixth century also exhibited the signs of increasing budgetary problems. Justinian I reduced interest rates in 528, and again in 535 (farmers) and 544 (churches and religious institutions). His stated reason for the reductions was to protect farmers from being evicted from their land and to protect the security of property held by churches and religious institutions. Another effect of the interest reductions, especially for the farmers and general public, would have been to protect the tax base and make more money available for the payment of taxes. Justinian I was so frustrated with his inability to obtain cash tax revenues from Egypt that he re-organised the political and military structures of the diocese in 538, reducing the authority of the Prefect and creating two and perhaps three *duces* with military and civilian authority. He issued the first low weight solidi in 538, and started experimenting with lower weight bronze coins shortly thereafter, probably to reduce imperial payments. This would have adversely affected the wealthier office holders and estate owners holding public office. These lower weight solidi continued to be minted after Justinian I, evidencing sustained imperial budgetary difficulties.

The sixth century thus shows both the signs of both a prosperous lower and middle class, capable of making and taking loans, and an imperial government suffering from budgetary deficiencies. The government's funding problems were aggravated by near constant war, but this combination is suggestive of the impact of a demographic decline, probably the result of plague. As Sevket Pamuk said of the effect of the Black Plague in the fourteenth century:

> Real wages doubled in most countries and cities in the century following the first occurrence of the plague. As land became more

> abundant relative to labour, prices of agricultural goods declined relative to manufactures, especially in relation to manufactures with high labour content. Land rents as well as interest rates went down both in absolute terms and relative to wages. Landowners began to lose while incomes of labourers, peasants and women rose.[883]

The sixth-century debt acknowledgements show increasing prosperity by urban tradesmen and artisans. Even servants had the money to make loans. The landowners, on the other hand, used a variety of contract types, including wage contracts and leases, to obtain labour. This is indicative of a reduced availability of labour. Interest rates in the sixth century did not go down but the reduction in imperial salaries and payments to the military might have reduced the overall availability of money, thereby maintaining upward pressure on the interest rates.

The last half of the sixth century showed a serious fraying of public order. John, Bishop of Nikiu, mentioned at least three threats to public order during this period of time, including the use of force to maintain public order by Aristomachus and his private army, the disruption caused when the imperial government tried to prevent several brothers of a prominent Egyptian family from abusing their power, and the rise of a strong man in the south who stole tax payments until prevented by the imperial authorities. These kinds of incidents would suggest a power vacuum developing in Egypt. John, Bishop of Nikiu, also said that Maurice (r. 582-602) had issued orders for soldiers in Egypt to be sent to the East.[884] This would have reduced the military even further, leaving largely private forces in charge of security. The economy was still flourishing, but some areas were showing signs of stress.

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[883] Sevket Pamuk, "The Black Death and the origins of the 'Great Divergence' across Europe, 1300-1600," *European Review of Economic History* 11, pp. 289-317 at p. 294. See also, Mark Whittow, "Recent Research on the late-antique city in Asia Minor: the second half of the 6th c. revisited," in Luke Lavan, ed., *Recent Research in Late-Antique Urbanism* (Portsmouth, Rhode Island, 2001), pp. 137-154 at p. 149 discussing the effects of the Black Death in Britain – including increased opportunities for some from higher wages and more available land.

[884] Charles, *John, Bishop of Nikiu* (2007), chap. XCV.1, p. 151.

Egypt's security evaporated in the seventh century. When Heraclius and his cousin Nicetas bolstered Heraclius' revolt against the Emperor Phocas by seizing the grain shipment from Egypt to Constantinople in 608/9, a major civil war broke out in Egypt between the supporters of Heraclius and those of emperor Phocas. Nicetas marched from Libya into Egypt, taking with him both troops and money to persuade local Egyptian leaders to support the rebellion.[885] He first won Alexandria, and then after some reverses, secured the rest of the province by 610. Meanwhile, Heraclius had successfully collected the military forces necessary to take Constantinople, and was crowned emperor in October 610. After Heraclius' victory, Nicetas returned to Egypt as Prefect, where John, Bishop of Nikiu, reported that he established peace between the factions, named prefects in all the cities and suppressed plundering and violence.

The impact of the decision to take Egypt was significant in a number of ways. First, it resulted in the deaths of many soldiers on both sides of the conflict. It also resulted in the deaths of many of the generals and senior military commanders, including the military governor of Alexandria, Bonakis, Leontius, and 'many men of distinguished names.'[886] This would have reduced the ability of Egypt to defend itself, in the absence of a major reconstitution of the Roman army and military leadership in Egypt. Secondly, the conflict triggered disorder and rioting up and down Egypt.[887] Thirdly, this civil war must have damaged the economy of Egypt by cutting off exports of grain, wine and other products for at least several years. The havoc caused by the civil war between supporters of Phocas and Heraclius and the resulting financial losses are probably the reason for the reduction in taxes authorised by Nicetas when he returned to Egypt after Heraclius' victory. Lastly, the seizure of Egypt with a relatively small force (3000 soldiers plus an

[885] The efforts of Nicetas to take Egypt through a mixture of negotiation and warfare are related in detail in Charles, *John, Bishop of Nikiu* (2007), chap. CVII-CIX, pp. 167-175.
[886] Ibid., pp. 171-175.
[887] Ibid., pp. 170, 175.

unknown number of Berbers) demonstrated that Egypt was not well defended, a lesson not lost on subsequent Persian and Arab commanders.

The Heraclian civil war was followed in 618 by the Persian invasion of Egypt. The Persians had declared war on the Empire in the aftermath of the overthrow of Emperor Maurice by Phocas in 602. While, the ostensible purpose of the Persian declaration of war was initially to support an ally, the Emperor Maurice, the war quickly became an opportunity to regain lands earlier lost to the Persian Empire and then an opportunity to eliminate the Roman Empire once and for all. As part of that effort, the Persians invaded and conquered Syria, Palestine and eventually Egypt. After the initial violence of the conflict, the Persians apparently retained the local civil infrastructure and permitted routine life to continue.

There are contradictory views on the impact of the Persian invasion and occupation of these areas. It has been seen either as a violent and disruptive event that ruined agriculture, depopulated cities, and ultimately left local communities to fend for themselves, or as a period of relative stability, continuity and tolerance following an initial period of violence.[888] The impact of the Persian invasions is important because the condition in which the eastern Mediterranean had been left affected its ability to defend itself later from the Arabs. There are not many direct sources for the impact of the Persian invasion and occupation of Egypt. What might have been the best source, the *Chronicle of John, Bishop of Nikiu,* has an unfortunate lacuna for this period. The evidence provided by the papyri is ambiguous at best. That evidence has been well summarised by such scholars as Clive Foss (2003), Ruth Altheim-Stiehl (1992) and

[888] See the sources cited by Clive Foss, “The Persians in the Roman Near East (622-630 AD), *Journal of the Royal Asiatic Society,* Third Series, 13/2 (July 2003), pp.149-170 at pp. 149-151.

MacCoull (1984).[889] In general, the papyri evidence fall into three categories: those which indicate fear of the invaders or violence, those which indicate requisitions and tax collections by the Persians, and those which indicate the normal personal transactions of Egyptian everyday life, such as loans, leases and land divisions. The vast majority of the documents that can be securely dated to the time of the Persian occupation are requisitions, tax receipts and governmental letters. There are, however, a few personal transactions, including a contract of two solidi,[890] two leases of land,[891] and a contract for the transportation of wine.[892] It is the combination of the Greek elite's involvement in the collection of taxes and normal transactions such as these that have led some scholars to believe that the Persian occupation was fairly benign after the initial violence. Yes, the Persians were exacting gold and supplies from the population, but this did not appear to be excessive and was being done with the assistance of the local officials. The few documents that we have indicate continuity of governance.

The issue is far from certain, but the following observations can be made. First, many members of the Greek elite fled when the Persians invaded.[893] Secondly, whatever Roman military forces remained in Egypt following the Heraclian civil war were in all likelihood killed or more likely dispersed during the Persian invasion. The Persians would have permitted local officials to collect taxes and maintain law and order, but would not have accepted the existence of a potentially troublesome military force. Thirdly, the papyri indicate that the Persians strongly controlled access up and down the Nile.[894] Because of the Nile's role as the principal route for transportation of all

[889] Foss (2003); also Leslie MacCoull, "Coptic Egypt during the Persian Occupation: The Papyrological Evidence," *Studi Classici e Orientali* 36 (1984), pp. 307-313; Ruth Altheim-Stiehl, "The Sasanians in Egypt – Some Evidence of Historical Interest," *Bulletin de la Société d'archéologie copte* 31 (1992), pp. 87-107.
[890] BGU I 315 (627).
[891] SB I 4483 (621) and SPP XX 218 (624).
[892] T. Varie 3 (621/636).
[893] Léontios de Néapolis, *Vie de Syméon le Fou; (et) Vie de Jean de Chypre*, trans. A.J. Festugère with Lennart Rydén (Paris, 1974), sec. 13, pp. 327-8.
[894] P. Mon. Epiph. 324; P. Bu 64-65.6-7, discussed in MacCoull (1984), p. 312.

products, including wheat, this must have significantly disrupted the economy. There are papyri indicating famine conditions in certain parts of the country.[895] With an embargo on transportation, this is not surprising. Restrictions of transporting grain would have not only caused certain areas to be without it, it would have reduced the profits of the growers in areas with grain. Other industries relying on trade, such as glass, pottery, and metal works, would also have been disrupted and their tradesmen impoverished. At least some of the great estates, such as the Apion estate, ceased to exist during this time.[896] The country would have been left much poorer and with its military infrastructure destroyed.

Heraclius undertook several years of attacking the Persian heartland before a coup took the life of the Persian *Shahanshah* Khosrau II in February 628, and his successor sued for peace. There were three sets of negotiations between Heraclius and the Persians, as a result of a series of Persian regime changes.[897] Khosrau II's successor, his eldest son Kavad Shiroe, initiated the discussions. He agreed to release all Roman captives held in Persia, together with the patriarch Zachariah, and the Cross that had been taken from Jerusalem,[898] but noted that he was unable to force the troops led by Shahrbaraz, Persian general of the West, to leave.[899] Shahrbaraz's soldiers were spread through Syria, Palestine and Egypt. Heraclius was then forced to send one or more generals to Syria and Mesopotamia to drive out the remaining Persians.[900] There is no record of Heraclius sending generals to Egypt. Kavad Shiroe died in October 628, shortly after taking the throne. He was replaced by his minor son, Ardashir. Realising that he needed to

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[895] O. Crum VC 67; P. Mon. Epiph. 324.
[896] Palme (2007), pp.244-270, at p. 265.
[897] James Howard-Johnston, *Witnesses to World Crisis: historians and histories of the Middle East in the Seventh Century* (Oxford, 2010), p. 444.
[898] R.W. Thomson and James Howard-Johnston, trans., *The Armenian History Attributed to Sebeos*, TTH 31 (Liverpool, 1999), section 128, p. 86.
[899]Ibid., section 128, which says that Kavad Shiroe wrote to Shahrbaraz, ordering him to return to Iranian territory, but that Shahrbaraz did not want to obey that order; *Chronicle to 724*, trans. A. Palmer, *The Seventh Century in the West-Syrian Chronicles* TTH 15 (Liverpool, 1993), section 147.18-24.
[900] Geoffrey Greatrex and Samuel N.C. Lieu, eds., *The Roman Eastern Frontier and the Persian Wars, Part II AD 363-630, A Narrative Sourcebook* (London and New York, 2002), pp. 224-225, citing to the *Chronicle to 1234*, sections 100-102.

negotiate with Shahrbaraz in order to get Persian troops out of Palestine and Egypt, Heraclius met with him in July 629 in Arabissus at which time an agreement was apparently reached that Shahrbaraz would evacuate all of the lands formerly held by the Romans in return for Roman support for the throne of Persian.[901] Shahrbaraz pulled at least the main portion of his armies out of Syria, Palestine and Egypt. Although Nikephoros and the *West Syrian Chronicles* state that Shahrbaraz pulled all of his troops out,[902] there are indications that the evacuation was not smooth and perhaps not total. For example, Sebeos said that Shahrbaraz 'abandoned Alexandria,' possibly implying that he did not pull all troops from Egypt.[903] Shahrbaraz very briefly became *Shahanshah* of Persia, before being assassinated in 630. The final negotiations then continued between Heraclius and Boran, daughter of Khosrau II. She conceded all of the territories which Persia had gained in the last war,[904] but it is not known whether all Persian troops were in fact evacuated. The situation on the ground must have been messy and confused, and rendered even more so by the Arab invasion of Egypt in 639 and the negotiated transfer of Alexandria to the Arabs in 642.

The current view of the immediate effect of the Arab conquest of Egypt is that it was relatively benign. Petra Sijpesteijn, for example, presents a picture of a slow incremental series of conquests by the Arabs over a five to six year period with relatively little significant internal disruption, followed by maintenance of the existing Christian administration at all but the highest levels.[905] The papyri and ostraca from the initial Arab invasion are even more ambiguous than those of the Persian invasion. There is an

[901] Palmer, *Chronicle to 724*, 147.18-24; Cyril Mango, trans. and comm., *Nikephoros, Patriarch of Constantinople Short History* (Washington, D.C., 1990), p. 65; Andrew Palmer, trans., *The Seventh Century in the West-Syrian Chronicles* (Liverpool, 1993), paragraph 43, p. 142.
[902] Mango, *Nikephoros, Short History,* p. 65*;* Palmer, *West Syrian Chronicles,* paragraph 43, p. 142.
[903] Thompson and Howard-Johnston, *Sebeos*, section 129 – 'he abandoned Alexandria.'
[904] Thompson and Howard-Johnston, *Sebeos*, section 131, page 90.
[905] Sijpesteijn (2007), pp. 437-459. See also Sarris (2006), p. 276; and Wickham (2005), p. 769, who believes that the relative lack of war, the stable fiscal system that left much of the money in country and its relative self-sufficiency meant that Egypt was far less disrupted than other areas with the Arab conquest. It had the resources to shake off the disruption.

occasional letter to a bishop asking for help with claims from the Arab government,[906] and several letters back and forth among pagarchs about fleeing workers.[907] But otherwise, the vast majority of these documents are requisitions and receipts for requisitioned property.[908] Personal legal documents of any kind are very rare.[909] This lack of personal legal documents, in itself, should tell us something about the state of affairs in Egypt immediately after the Arab conquest. These documents may have been lost in the transition period, but it is more likely that there were fewer loans, sales and leases, and the disruption was worse than often portrayed. In addition, more of the Greek elite fled Egypt before the transfer of Alexandria.[910]

The impact of this disruption can be clearly seen in the debt acknowledgments. There are far fewer documents, especially from urban areas. The repeated blocking of the Nile and the death or dispersal of many soldiers and governmental officials must have severely reduced the availability of money for many of the farmers and artisans who had previously thrived. The Coptic debt acknowledgement was less expensive and could be done by unofficial scribes. With the collapse of the imperial government in Egypt, the official notaries, to the extent that they still existed, were reliant on the new Arab government for positions. The lack of customers for the more sophisticated Greek documents would have further reduced the need for Greek notaries and thus their availability. Coptic became the language of choice for everything other than governmental documents and a few personal documents of the Greek elite, and remained so until superseded by Arabic. The Coptic debt acknowledgements were generally in much smaller amounts than most of the Greek documents. The Greek service aristocracy may have continued to collect taxes, but this was not the same economy that had thrived

[906] P. Lond. III 1081 (after 640).
[907] CPR XXII 1 (644) and CPR XXX 29 (643-44).
[908] SB VI 9576 (643), SB VI 9578 (642), and CPR XXX 14 (643-44).
[909] See, e.g., CPR VII 47 (645), a sale.
[910] Charles, *John, Bishop of Nikiu* (2007), sec. CXX.70-72.

in the late fifth and early sixth century. Egypt seems to have been much reduced after the conflicts of the seventh century. It would later regain much of its wealth but that would take some time.

The change from Greek to Coptic for personal legal documents began with the prosperity of the fifth and early-sixth centuries, and was ‘pushed’ by the increasing popularity of local languages and non-Chalcedonian clergy residing in the rural hinterland of Egypt. It was ‘pulled’ by the inability or unwillingness of certain sectors of the population to maintain currency with imperial changes and the increasing privatisation and localisation of governmental functions, including adjudication, which fostered simpler local forms. Plague may have aggravated this tendency by reducing even more than normal the availability of Greek notaries in rural areas. The seventh century, with its civil wars and invasions, resulted in the death or flight of many of the educated Greek elite, leaving many people reliant on their local church or monastery for personal legal documents. This then tipped the balance and resulted in the switch from Greek to Coptic for everyday documents.

One final point is that this thesis has been a proof of principle for a detailed diachronic examination of a related set of papyri documents – in this case the Greek and Coptic debt acknowledgements of the fifth through seventh centuries. My approach is different from that of earlier researchers in that I have not only identified major clauses, I have analysed the clauses and wording choices by time and provenance; and developed the databases to analyse the status of the parties, type of debt, amount of debt, amount of interest, and identity of the notaries or scribes. This has allowed me to track the changes from the Greek long form documents to the Greek short form and the Coptic debt acknowledgement. Debt was a major part of the everyday life of many people, and the change in language for debt acknowledgements was a key change in the landscape.

Detailed diachronic studies can expose the evidence necessary to provide quantifiable answers to some of the most important questions of this time period. This evidence in turn can change the type of questions that we ask. Only detailed diachronic studies of larger sets of documents can move the study of documentary papyri to a level at which it can truly provide answers to some of the most vexing questions of Byzantine Egypt.

Appendix A – The Greek Debt Acknowledgements

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
BGU III 751	IV-V	Arsinoite	Unk.	A. Unk.	Fl. Euphronius	Paul	4 solidi of good weight to be repaid on 15 Pauni	Unk.
P. Haun. III 56	IV-V	Unk.	Unk.	A. Arimmas. Deacon	Unk.	Unk.	15 solidi, unk. terms	Unk.
P. Alex. 34	IV-V	Unk.	Unk.	A. Kolobos, vinedresser	Unk.	A. Aphthonius, doctor	Advance of 2 solidi	Prob. no
P. Alex. Inv. 132	IV-V	Unk.	Unk.	Unk.	Unk.	Unk.	2 solidi ?	Unk.
P. Alex. Inv. 152	IV-V	Unk.	Unk.	Unk.	Unk. – to the 'most distinctive'	Unk.	Unk.	Unk.
P. Mich. XV 728	IV-V	Unk.	Unk.	A. Mena	Unk.	Unk.	Advance of 2 solidi	Prob. no
CPR VII 39	405/6	Oxy.	Unk.	Septimius, πολιτευόμενος, and Eulogius, aide	unk., primicerius	Unk.	40 solidi	Yes, 12%

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR X 110	2 Dec 407	Arsinoe	Unk.	A. unk.	Fl. Gerontius	Unk.	1035 artabas of grain to be repaid on appointed day	Unk.
SPP XX 90	15 Jun 416	Herakleopolis	Unk.	A. Aie, villager	A. Heraclius, ἄρξ(αντι) βουλ(ευτῆ) of Herakleopolis	Unk.	One solidus of good weight to be repaid this Epeiph	Unk.
CPR XIX 4	after 416	Unk.	Unk.	Helias and another, villagers	Unk.	Unk.	Unk.	Unk.
P. Oxy. LXXII 4903	1 Aug 417	Oxy.	Unk.	A. Euphrantius, sausage maker	A. Thonius, headman	Unk.	9000 myriads	Unk.
P. Oxy. LXXII 4904	7 Dec 417	Oxy.	Unk.	A. Parion, systates, and wife	A. unk.	Unk.	3 solidi of good weight to be repaid on unk. date of the coming year	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Koeln II 102	30 Mar/9 Apr 418	Oxy.	Unk.	Aurelia Senath	A. Chairamon	Unk.	Advance of 2 solidi to be repaid on demand	No
PSI XIII 1340	18 Nov 420	Petne, Oxy.	Unk.	A. Anouthius	A. John, from Oxy city	A. Eulogios	5 solidi of good weight secured by hypothec on land	Unk.
SPP XX 114	25 Jul 421	Alexandria	Unk.	Kalliope, freedwoman	Aurelia, unk. daughter of Theodorus	Unk.	4 solidi of good weight to be repaid on demand	Unk.
P. Oxy. LXXII 4907	28 Sep 422	Oxy.	Fl. Aron	Fl. Aron, singularius	Unk.	Unk.	3 1/2 solidi to be repaid next Tybi	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Koeln III 151	24 Jul 423	Cynopolite	Unk.	A. Luke, villager	A. Pasilumios, monk	Unk.	2 solidi, one to be repaid in rope and the other on a festival next year	Penalty of 480 myriads per year if not paid on time
P. Leid. Inst. 66	427	Oxy.	Unk.	A. Joseph from Oxy city	A. unk. from same city	Unk.	I solidus of approved weight to be repaid on demand	Unk.
P. Rein. II 105	427	Oxy.	Unk.	A. Abraam, carpet maker	Unk.	Unk.	Advance of 3 solidi against work and rent	No
P. Oxy. LXXI 4831	429	Oxy.	Unk.	Unk.	Unk.	Unk.	1 solidus of good weight payable in Phaophi	Yes, one-half clean leafy κεντηναρίου (fodder)

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
BGU XII 2140	27 Nov/26 Dec 432	Hermopolis	Taurinos	A. Pinoution, from small village	A. Taurinos, from another small village	Phoibammon	8 1/2 solidi to be repaid on demand	Yes, 1 art. of wheat per solidus per year
P. Koeln II 103	27 Nov.26 Dec 438	Oxy.	perhaps Samuel known from P. Misc. Inv II 9c	A. Dou…, from Oxyrhynchus	Fl. Samuel, *comes* and landowner	Unk.	Unk.	Unk.
SPP XX 122	439	Hermopolis	Taurinos	Sarapodorus, magistrate	Fl. Andronikos, scholasticos	Victor	5 solidi	Repaid
P. Harr. I 87	27 June 440	Oxy. or Cynopolis	Unk.	A. Pena, villager	A. Aryotes, villager	Unk.	Unk.	Unk.
P. Oxy. LXVIII 4690	10 Sep 442	Oxy.	Unk.	A. from Oxyrhynchus	A. Petrus, same city	Unk.	Unk. solidi of good weight to be repaid on a specific date this year	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB XX 14425	24 Apr 443	Unk.	Unk.	A. unk., steward of flax makers	A. unk., of flax makers	Unk.	1 solidus of good weight, to be repaid in unk. month	Unk.
P. Harr. I 86	8 Oct 444	Oxy.	Unk.	Dionysius	Unk.	Unk.	4 imperial solidi on Oxyrhynchus weight	Yes, 2 carats per month or 25%
SPP XX 123r	28 Mar 445	Herakleopolis	Unk.	A. Anoubion	A. Theon	Unk.	1 solidus less 2 carats to be repaid on demand	Unk.
P. Ant. II 102	26 Apr-25 May 445	Antinoopolis	Unk.	unk. from city	Unk. from city	Unk.	Unk. solidi	Yes, 5 myriad denarios per mo
P. Rain. Cent. 95	1 Sep-31 Dec 446	Herakleopolite	Unk.	Antonius, villager	Unk.	Unk.	Unk.	Unk.
SPP XX 146	mid-IV	Constantinople ?	Unk.	Unk., headman of Herakleopolis	Septimos, first among Herakleopolis	Unk.	4 imperial solidi	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB XX 14643	V	Herakleopolis	Unk.	Unk., Illustrious	Unk.	Unk.	20 solidi	Unk.
P. Mil. II 56 (also SB VI 9445)	V	Oxy.	Unk.	Unk. A.	Unk. landowner	Unk.	Advance of unk. solidi for weaving work	Prob. no
P. Stras. VII 620	V	Unk.	Unk.	Fl. Aron	Aurelia Nonna	A. Isak	Unk.	Yes, unk. number of myriads per month
P. Harr. I 88	V	Unk.	Unk.	Petronius, official, and wife	Menas, chief messenger of the imperial house	Unk.	Arrears of clothing	Unk.
SB I 4501	2nd half V	Arsinoite	Unk.	Several villagers	Unk.	Unk.	2 solidi less 7 carats	Unk.
P. Rain. Cent. 100	21 Sept 452	Arsinoe	Unk.	Unk. from city	Unk., contract writer from city	Unk.	Unk.	Unk.
CPR XIX 5	9 Oct 452	Hermopolite	Unk.	A certain villager	A. unk.	Unk.	Unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Oxy. L 3599	9 Dec 460	Oxyrhynchite	Unk.	A. Timagenes and A. Mousis, laundrymen	Fl. Dorotheous, curial	Unk.	1 solidus of good weight	unk.
P. Wash. Univ. 23	467/497 ?	probably Oxy.	Unk.	A. Petrus	Unk.	Unk.	1 solidus	Yes, 2 1/2 artabas of wheat each year
P. Wisc. I 10	10 Oct 468	Oxy.	Unk.	A. Kolluthos, vegetable merchant	A. Papnuthios, living in Oxyrhynchus	Boethus	1 solidus of correct weight to be repaid on 25 Phamenouth	Unk.
P. Oxy. LXXII 4916	7 Mar 472	Oxy.	Unk.	Aurelia unk. from village	A. Aion, from city	Unk.	Unk.	Unk.
P. Oxy. LXXII 4918	17 Mar 474/6	Oxy.	Unk.	A. Peios, living in city	A. Isak, former palatinus	Unk.	2 solidi of full weight to be repaid in unk. term	Yes, bundles of flax

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
PSI VI 703	28 Jan 480	Hermopolis	Unk.	A. Anou…, A. Hatratos, and A. Anouth, all villagers	Fl. Aphout, procurator	Unk.	2 art barley ?	Unk.
P. Rain. Cent. 107	14 Feb 484	Unk.	Unk.	A. John with sureties	Unk.	Unk.	Unk.	Unk.
P. Oxy. VIII 1130	4 May 484	Oxy.	Unk.	A. Abraham, villager	A. Isaac, from Alex., dealer	Peter	10 solidi of imperial weight to be repaid in the month of Phaophi of this year	Yes, 20 bundles of tow
P. Oxy. XVI 1969	20 Sept 484	Oxy.	This may be from the archive of Fl. Philoxenus	A. unk. and wife, from the city	Fl. Philoxenus	Unk.	2 solidi of good weight	Yes, 12%

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Oxy. VI 914	30 Jan 486	Oxy.	Unk.	A. Apphous	A. Serenus	Unk.	2 solidi for dyes to be repaid in Pharmouth	Unk.
P. Amh. II 148	19 Aug 487	Arsinoites	Unk.	A. Moussias	Fl. Polychronos, soldier	Unk.	8 solidi less 32 carats to be repaid in 2 payments per year with interest	Yes, unk. amt.
SB XIV 11601	3 Mar 489	Oxy.	Unk.	A. unk. and A. Horus	A, Apanalius, helmsman	Unk.	Unk. solidi of approved weight on private standard	Unk.
P. Rain. Cent. 110	16 Dec 490	Herakleopolis	Unk.	Aurelia Herakleia, villager	A. Matait, city dweller	Unk.	Unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR VII 40	2 Sep 492	Hermopolite	Unk.	A. Achilles, from the settlement of Photinus	Fl. Achilles, soldier	Phoibammon	6 solidi less 15 carats to be repaid on demand	Yes, 1/4 c. per mo per solidus (12.5%)
P. Prag. II 164	8 Mar 493	Arsinoe	Unk.	Fl. unk, soldier	Fl. Samba, corporal	Unk.	Unk. - price of seed	Unk.
P. Oxy. LXIII 4394	13 Jul 494	Alexandria	Unk.	Fl. Julianus, notary, and Fl. Olympiodorus, scholasticus	Fl. Maximunus, scholasticus	Zosimus, contract writer	Debt of 1615 solidi, partial payment of 2 orchards, final debt is 940 solidi to be repaid on demand	Yes, 6%
P. Oxy. XVI 1891	495	Oxy.	Archive of Fl. Eulogios	A. Theon, confectioner	Fl. Apphous, tribune	Thoth	2 imperial solidi to be repaid in 2 payments	Yes, 12%

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Oxy. XVI 1975	496	Oxy.	Unk.	A. Apollo, villager	A. Paulus, villager	Unk.	Advance of 15 solidi for produce, reference to another 3 solidi	Unk.
SB V 7758	20 Aug 497	Hermopolite	Unk.	A. Theon, comarch	A. Victor, most admirable aide, from Arsinoe	Paasios, *adjutor*	10 art. wheat and 2 1/2 art barley to be repaid in produce from 1 aroura next yr.	Yes, produce from 1 aroura
P. Oxy. XIX 2237	15 Jan 498	Oxy.	Unk.	A. Theodorus, notary	Fl. Didymous, prefect	Sarapammon	6 solidi less 6 carats on the private standard to be repaid in Pachon of this year	Penalty of 12% if not paid on time
P. Oxy. LXIII 4395	27 Jul 499	Alexandria	Unk.	Fl. Julianus, tribune, and Fl. Theodanius, ex primicerius	A. Agathocles	Nemesammom, contract writer	10 imperial solidi less 10 carats to be repaid on demand	Yes, 2 bounties of bread or legal interest

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
BGU XIX 2836	end V	Hermopolis	Unk.	A. Komes, villager	Unk.	Unk.	3 imperial solidi less 12 carats, unk. repayment date	Unk.
SB I 4785	after 440	Arsinoe	Unk.	Unk., city	Unk.	Unk.	2 solidi less unk. carats, reference to 7 carats, unk. repayment date	Unk.
SB I 4680	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.
SB I 4704	III-VII	Arsinoe	Unk.	A. Anoup, villager	A. Annios, greengrocer, city	Unk.	Unk.	Unk.
SB I 4722	III-VII	Arsinoe	Unk.	Unk., city	Unk.	Unk.	Unk.	Unk.
SB I 4745	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB I 4756	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.
SB I 4758	After 440	Arsinoe	Unk.	Unk., Mauronos	Most splendid Phib, living at the church	Unk.	2 solidi less unk. carats, unk. repayment date	Unk.
SB I 4771	III-VII	Arsinoe	Unk.	Helios and another	Unk.	….ammon, mast maker (?)	Unk.	Additional penalty of 1 solidus
SB I 4772	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	700 solidi ?	Unk.
SB I 4788	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	70 solidi ?	Repaid with fruits
SB I 4830	III-VII	Arsinoe	Unk.	Helios (?)	Unk.	Unk.	Unk.	Unk.
SB I 4846	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	13 carats ?	Unk.
BGU III 726	III-VII	Arsinoe	Unk.	Unk.	Unk.	Unk.	Unk., to be repaid in Paoni	Yes, 3 artabas wheat
O. Bodl. II 2140	III-VII	Thebes	Unk.	A. Unk., centurion (?)	Unk.	Unk.	Unk.	Unk.
O. Bodl. II 2139	V-VI	Thebes	Unk.	Panouthios, *proestos*	Patatae (monastery?)	Unk.	2 art of wheat	Unk.
BGU XIX 2838	V-VI	Hermopolis	Unk.	Macarius, γαθαρρουργοῦ	Lord Aristophanes, administrator of church	Menas	6 carats to be repaid in Paoni	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
Leid. Inv. RMO 1976/4.36.1	V-VI	Hermopolis?	Unk.	A. Georgios and Isak, villagers	Unk.	Unk.	Unk., solidi less carats plus 200 talents	Yes, unk. produce per solidus
P. Oxy. XVI 1971	V-VI	Oxy.	Unk.	Unk.	Unk.	Unk.	References to 7 and 8 solidi on various standards	Unk.
P. Grenf. I 59	V-VI	Antaiopolite	Unk.	More than one	Estate of your excellency, perhaps from a woman ?	Unk.	Advance of 6 solidi less 18 carats on the goldsmith's standard	No
P. Col. VIII 243	V-VI	Unk.	Unk.	Unk. sitologoi	Unk.	Unk.	30 solidi	Unk.
P. Hamb. III 232	early VI	Aphrodito	Dioscorus	Unk.	Unk.	John	Unk.	Unk.
P. Lond. V 1844	early VI	Aphrodito	Dioscorus	Several, including A. Apollo	Unk.	Unk.	2 sound solidi.	Unk.
P. Ross. Georg. V 35	Early VI	Antaiopolite	Dioscorus	A. Hermaos	Unk.	Unk.	24 satisfactory solidi	Unk.
P. Amst. I 45	7 Jul 501	Hermopolite	Unk.	Aurelia Theka, from village	Fl. Athanasius, former τρακωναρίῳ	Unk.	2 solidi; there are prior loans and a hypothec	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB XVI 12786	May-Aug 502	Unk.	Unk.	Unk. from fort	Unk. from same fort	Unk.	1 previously notched gold solidus	Unk.
BGU XII 2180	25 Sep 504	Hermopolis	Aurelia Kyra	A. …appious, gardener from city	Aurelia Kyra	Unk.	2 solidi less unk. carats, reference to prior debts	Unk.
P. Hamb. IV 266	24 Nov 507	Hermopolite	Unk.	several villagers	A. Unk.	A. Victor	Unk.	Unk.
P. Grenf. II 89	9 Jul 510 or 525	Apollonopolis Heptakomias	Unk.	Fl. Psenoaris, soldier	Lord Ioannes, notary	Written in the debtor's own hand	1 solidi less 2 carats	Yes, 12%
P. Grenf. II 90	9 Jul 510-525	Apollonopolis Heptakomias	Unk.	Fl. Psenoaris, soldier	lord Ioannes, notary	Unk.	6 solidi less 14 1/2 1/4 carats	Yes, 5 shares wine
SB VIII 9770	25 Jul-23 Aug 511	Arsinoite	Unk.	A. Issac and Jacob with mother as surety	Unk.	Philoxenos	7 1/2 solidi	Yes, 12%
BGU XII 2185	27 Jun 512	Hermopolis	Taurinos	A. Herminos, farmer	Heirs of Sarapodorus	Unk.	Unk. solidi. less unk. carats	Produce

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Flor. III 260	29 Dec 514	Aphrodito	Dioscorus	A. David	A. Apollo	Victor	30 art. of barley due next harvest for the embole	Unk.
P. Jena II 17	26 May-24 Jun 515	Hermopolite	Taurinos	Fl. Taurinos, soldier	Fl. Macarius soldier	Hermios	3 solidi less 18 carats to be repaid in three payments	None
CPR VII 41	after 513	Hermopolite	Unk.	A. unk.	Unk.	A. Kosmos	2 solidi less 12 carats to be repaid on demand	Yes, amt. unk.
P. Lond. V 1699	11 Aug 520	Aphrodito	Dioscorus	A. Besarion	A. unk., oil grower	Unk.	40 and perhaps also 6 art of grain (46?) for the ἀνακομιδῆς	Unk.
P. Oxy. LXVIII 4702	5 Feb 520	Oxy.	Unk.	A. Philoxenos and Ioannes, villagers	Phoibammon, priest	Unk.	Unk.	Unk.
PSI VIII 964	520/1, 535/6, 550/1	Oxy.	Unk.	Philozenos, headman	Unk., splendid, wellborn	Philoxenos	2 solidi on the private standard to be paid next Thoth	Yes, 12%

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. David 10	522-23	Oxy.	Unk.	Unk. A.	Unk., most illustrious	Phoibammon	70 sekomata of wine	Unk.
CPR XIX 10	Jan-Apr 522	Hermopolite	Unk.	A. Panouphis	Lord Nokis from the church of Hermopolis	Unk.	7 solidi less 42 carats on the Hermopolis standard to be paid on demand.	Unk.
P. Lond. V 1687	16 Dec 523	Aphrodito	Dioscorus	A. Anouphius, villager	Unk, most esteemed Apollo, riparius	A. John	18 art and I ἶφι (probably a measure of ¼-1/5 artaba) grain for the remaining rent, to be paid in the next indiction	Unk.
P. Oxy. LXXII 4921	14 Jul 523	Oxy.	Unk.	A. Papnouthis and wife, salt fish sellers	A. Danielius, same city	Unk.	Unk. solidi on the private standard	Unk.
P. Ross. Geog. V 35	early VI	Aphrodito	Dioscorus	A. Hermaus and others	Unk.	Unk.	24 solidi to be paid on unk. date	Unk.
P. Koeln III 153	after 524	Antinoopolis	Unk.	A. Phaos, farmer	monastery thru Kollouthos, priest	Unk.	Unk. sol. less 6 carats each on the public standard for past due rent, due on 1 Thoth	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Cair. Masp. II 67125	14 Jul 525	Aphrodito	Dioscorus	A. Anouphios, grain measurer	A. Apollo, village headman	Unk.	60 ?	Unk.
P. Grenf. II 89	525/6	Oxy.	Unk.	Fl. Philoxenos	A. Ph…, same city	Unk.	4 solidi less 16 carats on the private standard to be repaid on the 18th of Ph.	Yes, 12%
P. Mich. XIII 670	1 Jan-19 Jul 527	Apollonopolite Heptakomias	Unk.	Fl. Samuel, soldier	A. Phoibammon, Aphrodito	Abraham	30 art of grain to be repaid next harvest, hypothec on land	Unk.
P. Michael 44	19 Jul 527	Aphrodito	Dioscorus	Fl. Samuel, soldier	A. Phoibammon, Aphrodito	Unk.	18 art of grain, also secured by land	Use of land
BGU XII 2188	18 Jul 526	Hermopolis	Unk.	A. Klumius, villager	A. Peter, villager	Unk.	1 solidus	Yes, amt. unk
P. Mich. XIII 669	12/13 Sept 529 or 514	Aphrodito	Dioscorus	Victor, priest, Apollo and Senouthes	Unk. pious woman, perhaps a nun	Unk.	3 solidi to be repaid on demand	Yes, 3 carats per year per solidus (12 1/2%)

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Hamb. III 233	22 May 531	Aphrodito	Dioscorus	A. unk. and another	A. unk.	Unk.	Unk. solidi less unk. carats on the goldsmith's weight	Unk.
SB X 10524	8 Jun 531	Antinoopolis	Unk.	A. unk. from village in Hermopolite	A. unk., from Antinoe	Unk.	1 solidus on the village standard	Yes, unk. interest in wine
SPP XX 139	20 Jun 531	Arsinoe	Unk.	Fl. Menas, soldier, with mother-in-law as surety	Fl. Menodorus, also known as Apa Ol, centurion	Samba	13 solidi due in 2 payments, the first on the 1st Thoth and the other unk	Yes, 12% if payments are late
P. Gen. IV 192	30 March 532	Herakleopolis	Unk.	A. Litis, field guard	A. Ptolemais, banker	Menas	6 loads of fodder for damaged fields	Unk.
SB XXIV 16284	28 Oct-26Nov 533	Hermopolis	Unk.	A. Seranos, farmer from a settlement	Fl. Zacharius	Unk.	Advance of 10 solidi less 60 carats on the city standard	No
P. Oxy. XLVII 3355	12 Mar 535	Oxy.	Unk.	Unk. and wife, Euphremia	Unk.	Unk.	2 solidi less unk. carats	Yes, use of part of a house
BGU XII 2197	537/8	Hermopolite	Unk.	Unk. Aurelius	Flavius unk., primicerius of the Numiadians	Unk.	21 art, barley to be paid in Epeiph	Yes, 1/6 interest included (16.6%)

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Athen. Xyla 8	5 Sep 539	Hermopolite	Apa Apollo	A. Abraham with guarantor, villager	A. unk, camel driver (?)	Unk.	Unk.	Unk.
P. Athen. Xyla 5	5 Sep 539	Hermopolite	Apa Apollo	A. Mathias with surety, village comarch	Apa Anouphius, monk	Unk.	1 solidus	Unk.
P. Cair. Masp. II 67126	7 Jan 541	Constantinople	Dioscorus	Fl. Victor and Fl. Apollo	Fl. Anastasius, banker	Unk.	20 solidi ὀμβρυζα to be repaid in 4 months	Yes, 8%
P. Athen. Xyla 4	11 Feb 541	Hermopolite	Unk.	A.Annas and sons, villagers	A. John, villager	Unk.	10 solidi less 60 carats	Unk.
CPR XIX 39	28 Sept-27 Oct 542/557	Herakleopolis	Unk.	A. Phoibammon	Aurelia Taratis	Unk.	2 solidi less 12 carats, to be repaid on demand	Yes, a carat and 200 noumia ? per month
P. Athen. Xyla 10	19 Nov 543	Hermopolite	Apa Apollo	A. Phoibammon, villager	Apa Phib, monk and oil manufacturer	Unk.	7 solidi less 42 carats on the village standard	Unk.
P. Cair. Masp. II 67127	544	Aphrodito	Dioscorus	A. Apollo	Fl. Dioscorus	Amais	1/3 solidus for the price of wool provided	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Lond. III 1319	1 Jun 544	Hermopolis	Unk.	A. Cheidos and mother Sophia, city dwellers	Aurelia Nemesilla, wellborn	Unk.	4 solidi less 24 carats on the public standard to be repaid on demand.	Yes, amt. unk. ('higher interest')
BGU III 736	3 Nov 544-559	Arsinoe	Unk.	A. Apollo and A. Mousa, villagers	Apa Ol, Arsinoe	Unk.	1/2 and 1/3 solidus less 7 carats in the Arsinoe standard	Unk.
P. Kramer 13	c. 546	Arsinoite	Unk.	George, notary	Lord Menodoros, former primicerius	Menas	3 solidi less 5 1/3 carats	Yes, customary interest (12%)
P. Athen. Xyla 18	547-8	Hermopolite	Apa Apollo	A. Victor, villager	unk. from monastery	Unk.	6 solidi less 15 carats, to be repaid in Pachon	Unk.
P. Cair. Masp. II 67129	14 Aug 549	Aphrodito	Dioscorus	Psais, priest	Fl. Dioscorus	Pilates	2 1/3 solidi plus 1 art. of wheat (?) for past due rent to be repaid with third public tax payment and produce	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Cair. Masp. II 67251	10 Oct 549	Aphrodito	Dioscorus	Iakub, priest	Fl. Dioscorus	Pilates, notary	1 solidus less 2 carats on the goldsmith's standard for rent and seed	Unk.
P. Athen. Xyla 17	548-9	Hermopolite	Apa Apollo	A. Phoibammon	Unk.	A, Amunis, gnoster	1 solidus less 6 carats, to be repaid on an unk. date.	Unk.
P. Lond. V 1772	VI	Hermopolite	Unk.	A. Ananias, farmer	Aurelia unk, wellborn	Pe….	3 art. grain, 3 art. barley and 1/2 art. seed for rent on land to be repaid in Epeiph	Unk.
P. Koeln III 154	VI	Hermopolite	Unk.	Unk.	Unk. businessman (?)	Unk.	1 solidus to be repaid in Phaophi	Unk.
P. Brook 10	VI	Thebes	Unk.	Unk. centurion	Unk.	Macarius, priest (?)	3 solidi less unk. carats, to be repaid in Hathor	Yes, amt. unk.
SB XX 14499	VI	Unk.	Unk.	Unk.	Unk.	Unk.	1 ½ solidi (?)	Unk.

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SPP III 334	VI	Arsinoites ?	Unk.	Unk.	Unk.	Unk.	1 ½ solidi less unk. carats	Yes, unk. amt.
SPP III 335	VI	Hermopolite?	Unk.	Unk.	Unk.	Paul (?)	Unk.	unk
P. Princ. III 145	VI	Unk.	Unk.	A. Georgios, stable master and wife, Euphemia	Unk., your illustriousness	Ioannes (?)	4 solidi less 10 carats to be repaid in Pharmouth when they receive their earnest-money for their wages	unk
SB VIII 9772	VI	Arsinoites	Unk.	Unk.	Unk.	Unk.	2 solidi less 6 carats to be repaid in Pauni, with interest	Yes, interest of 4 art of wheat, penalty of 150 myriads per month if late
P. Ross. Georg. V 36	VI	Arsinoites	Unk.	Unk.	Unk.	Sambos	5 carats (?)	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Stras. VII 659	VI	Arsinoite	Unk.	Unk. villager	Theodorus, winemaker	Unk., contract writer	5 mean solidi to be repaid in Pauni	Unk.
P. Stras. VII 698	VI	Unk.	Unk.	Unk.	Unk., your illustriousness	Unk.	Unk.	Yes, 6%
P. Stras. VIII 720	VI	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.
P. Athen. Xyla 12	VI	Hermopolite	Apa Apollo	Unk.	Apa Andreas ?	Unk.	1 sol less 7 carats (?)	Yes, unk. amt.
SB I 4687	VI	Arsinoite	Unk.	Unk.	Unk.	Panouphius	10 solidi ?	Unk.
SB I 4828	VI	Arsinoe	Unk.	ironworker	Unk., *comes* and riparius	Unk.	Unk.	Unk.
P. PalauRib. 20	VI	Aphrodito	Dioscorus	Unk.	Unk.	Unk.	Unk. solidi on the public standard	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Prag. I 34	VI	Arsinoe	Unk.	A. Mousa and others, workers of the winepress (?)	Fl. Neilammonatius	Athanasius	Advance of 1 solidus	None
P. Iand. IV 62	VI	Arsinoe ?	Unk.	Unk.	Unk., most esteemed	Unk.	2 (?) solidi secured by labour of sister	Unk.
P. Prag. II 165	VI	Arsinoe	Apa Epiphanius	A. Anouth, A. Ion.., and A. Helios	Unk.	Epiphany	Gold solidi (?) to be repaid with 28 art barley seed	Unk.
P. Prag. II 168	VI	Hermopolite	Unk.	A. John	Unk.	contract writer	8 ?	Unk.
P. Prag. II 169	VI (579-620)	Arsinoites?	Unk.	A. Apollonios and another	Unk.	Unk.	6 solidi. each less 7 1/2 1/4 carats	Yes, unk. amt.
P. Ness. 118	VI	Nessana	Unk.	Unk.	Unk.	Unk.	unk	Yes, 6% (?)
CPR XIV 7	VI	Arsinoe	Unk.	Unk., from city	A. Georgios, winemaker	Unk.	1 solidus, price of barley	Unk.
P. Lond. V 1852	VI	Syene	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Ness. 110	VI	Nessana	Sergius	Fl. Sergius	Abraham	Unk.	4 solidi. less 4 carats	Unk.
P. Ness. 111	VI	Nessana	Unk.	Unk.	Unk.	Unk.	Unk.	Unk.
P. Oxy. I 194	VI	Oxy.	Apion	A. Ptollion	Fl. Apion	Unk.	Advance of 1 solidi for a machine	Unk.
P. Lond. III 1037	VI	Hermopolis	Unk.	Unk.	Unk.	Unk.	Advance of 4 solidi less 24 carats for irrigation work	Unk., money to be repaid if irrigation neglected
P. Amh. II 149	VI	Oxy.	Apion	A. Anoup, superintendent of garden	Unk., through Cyriacus for the estate of your magnificances	A. Anoup	Advance of 2 solidi less 8 carats on the private standard	No
P. Ant. II 104	VI	Antinoopolis	Unk.	A. Taurinos, farmer	Fl. Athanasius scholasticus	Unk.	6 carats to be repaid on demand	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Col. VIII 245	VI	Oxy.	Unk.	Unk., from hamlet	Unk.	Unk.	10 1/3 solidi to be paid in wine	Unk..
SB XII 10810	later VI	Unk.	Unk.	Pkulius, villager	Apphota, coin-weigher	Unk.	7 solidi to be repaid in Phaophi	Yes, 1 1/2 1/4 carat per mo (12.5%)
P. Oxy. LXXVII 5122	13 Aug 552	Oxy.	Unk.	A. unk, purple dyer, from city	brother, A. Colluthus	Unk.	13 solidi on the city standard to be repaid in three instalments	No, but penalty in unk. amt. if late
SB III 7201	2 Jun 553	Aphrodito	Dioscorus	Ieramious	Aurelia unk, same village	Unk.	3 solidi less 6 carats on the goldsmith's standard to be repaid in three payments	None
P. Herm. 65	22 Oct 553/4	Hermopolis	Unk.	A. Anouphios, farmer from a village	Fl. Bathullos, through steward, Ioannes	Unk.	5 solidi less 18 carats for past due rent	Unk.
SB VI 9284	11 Oct 553	Hermopolis	Unk.	A. Iosaphius, farmer	Basileides, manager of church	Unk.	Advance of 3 solidi less 18 carats for irrigation to be repaid from wages	None

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Oxy. XVI 1970	8 Jun 554	Oxy.	Apion	A. George and Anoup, mechanics on estate	Fl. Basileus, comes and banker of estate	Unk.	4 solidi on the private standard to be repaid from wages	None
P. Oxy. XVI 1972	8 Jun 554	Oxy.	Fl. Eulogios	Priest Anoup and brother A. Apollotos as surety	Apphous	Unk.	Unk.	Repaid
P. Oxy. LXIII 4398	28 Nov 553	Oxy.	Unk.	A. Victor, from a settlement and your tenant	Fl. Dioscorus, scholasticus and landowner through his steward, Stephan	Unk.	4 art. grain to be repaid in Pauni	Apparently no - to be repaid with rent
SB XVIII 13298	556-570	Antinoopolis	Dioscorus	Unk. plus a woman	Unk.	Unk.	Unk. gold solidi in the Antinoopolis standard, secured probably with a house	Unk.
P. Lond. V 1718	26 Jan -24 Feb 556	Thebes	Unk.	Priest Paam and Paul	Unk.	Unk.	5 solidi secured by personal property	Yes, 2400 talents (12%)

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Lond. V 1721	26 May - 24 Jun 557/542	Syene	Patermuthis	Unk.	Unk.	Unk.	1/2 solidus which may be interest on another debt, to be repaid in Pauni	Unk.
P. Lond. III 1007a	ca 558	Antaiopolite	Dioscorus	Unk.	Unk.	Unk.	62 1/2 solidi, secured by several pieces of silver	Yes, amt. unk.
P. Lond. V 1766	14 Jan 559	Hermopolite	Unk.	A. Kollouthos, villager	Fl. Georgios	Unk.	1 solidus less 6 carats for rent due in Epeiph	None
CPR XIX 38	28 Oct to 26 Nov 560/29 Oct to 27 Nov 575	Arsinoite	Unk.	A. Henox	Unk.	Helius	1 sol less 7 1/2 carats to be repaid on demand	Yes, 525 myriads per year
BGU XII 2201	27 Mar-25 Apr 565	Hermopolis	Unk.	Unk., from city	Unk., from city	Unk.	Unk. carats to be repaid in Pachon	None
P. Lond. V 1717	560-573	Aphrodito	Dioscorus	Kalotuchos and Theodosia	Aurelia, accepting payment	Unk.	Unk.	Unk.

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PSI XIV 1427	25 Jun 565	Oxy.	Unk.	A. Papnouthius, from city	Illustrious Serenos	Unk.	3 solidi on the private standard to be repaid on demand , secured with personal property	Yes, customary amount
P. Cair. Masp. II 67165	566-573	Antinoopolis	Dioscorus	A. Anatolios	Fl. Theodorus and Ammon, notaries	Unk.	Unk. carats	Unk.
P. Michael 42a	30 Dec 566	Aphrodito	Dioscorus	A. Jacob, his wife and son	Aurelia Rachel	Pilatus, contract writer	30 solidi as a wedding gift secured by land	None
P. CtYBR inv. 1747	566/7	Hermopolite	Apa Apollo	A. Amounis, villager	Apa Iacubius, monk	Unk.	4 solidi to be repaid on demand	Yes, amt. unk.
SB X 10554	575-599	Pathyris	Blemmeye	Soulian	Phant…, priest	Agathos	13 solidi and 32/100s to be repaid on demand, secured with slave and her child	Unk.
SB I 4781	566-622	Arsinoite	Unk.	Heraklius and Eulogius, villagers	Fl. Strategius, pagarch	Unk.	Unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Cair. Masp. II 67162	25 May 568	Antinoopolis	Dioscorus	John, deacon	Fl. Christophorus, landowner	Unk.	2 solidi less 10 carats to be repaid in two months	None
P. Cair. Masp. III 67309	25 Feb-26 Mar 569	Antinoopolis	Dioscorus	Fl. John, aide to the logothetes	Aurelia Maria, daughter of the scholasticus	Unk.	15 solidi less 84 carats on the public standard of Antinoopolis	Yes, for 6 solidi less 5 carats interest is use of property; for 9 solidi less 6 carats each, interest is 300 silver talents per solidus per month
P. Mich. XI 607	1 Mar 569	Antinoopolis	Dioscorus	Fl. Christodorus, herald	Aurelia Euphemia, widow	A. Magistor	1 solidi less 6 carats to be repaid on demand, secured with personal property	Yes, 250 silver talents per mo.
P. Cair. Masp. II 67164	2 Oct 569	Antinoopolis	Dioscorus	A, Kollouthos greengrocer	A. Kollouthos, swine butcher	Unk.	9 1/2 carats to be paid from wages.	Unk., penalty of 1 solidus less 6 carats for leaving town without a full accounting

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P. Coll. Youtie 92	15 May 569	Antinoopolis	Dioscorus	Martha, salt fish seller	Fl. Helladius, secretary to the ducal staff	Unk.	9 carats to be repaid on demand, secured by sister's labour.	Unk.
P. Cair. Masp. II 67163	30 Nov 569	Antinoopolis	Dioscorus	A. Petros, embroiderer	A. George, winemaker	Unk.	7 carats to be repaid in Tybi	Yes, 50 silver talents per mo.
P. Ness. 26	12 Jan 570	Nessana	Sergius	Fl. Sergius and another	Fl. …ophanius, former domesticus	Unk.	4 solidi less 4 carats	Yes, 6%
SPP XX 261	8 Sept 570	Hermopolite	Unk.	A. Sois	illustrious unk	Isakios, contract writer	20 art of wheat and 2? art of barley to be repaid in Epeiph	Unk.
P. Rein. II 107	27 Mar 573/558	Syene	Unk.	A. Allomonos, smith	Father Iakabos, priest and abbot	Unk.	1 solidi in the weight of Syene to be repaid on demand	Unk.
P. Lond. V 1716	27 Nov-26 Dec 570	Antinoopolis	Dioscorus	A. Anatolios	Unk.	Dioscorus	1 solidus less 4 carats on the Antinoe standard (?)	No interest, perhaps a penalty of 40 carats
P. Ness. 27	570-571	Nessana	Sergius	Unk.	Phesana	Sergius	2 solidi less 2 carats, other terms unk	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Ness. 28	after 472	Nessana	Sergius	Unk.	Stephan	Unk.	4 solidi less 4 carats, other terms unk	Unk.
P. Oxy. LXXI 4835	21 Mar 574	Oxy.	Apion	A. Phoibammon, from a settlement	A. Menas, from the glorious house	Unk.	1 solidus less 5 carats to be repaid in Pachon	Unk.
P. Laur. III 75	29 Aug-14 Nov 574	Oxy.	Unk.	A. Pamouthius, villager from Hermopolite	steward of unk, from Hermopolite	John	1 solidus on the private standard to be repaid with 6 mantakion of reeds in Pharmouth	Unk.
SB I 4676	574-578	Arsinoite	Unk.	Unk.	Unk.	Unk..	Unk.	Unk.
SPP XX 112	20 Jun 575	Arsinoite	Unk..	Sergius grain measurer	Lord Philoxenos, master of the grain measurers	George	1 solidus to be repaid from wages in Thoth	Yes, 50%
P. Lond. V 1723	7 Sep 577	Syene	Patermuthis	Fl. Apa Dios, soldier	A. unk, helmsman and Aurelia Anastasia	Mark	4 solidi in the weight of Syene, secured by ¼ of mother’s house	Yes, use of 1/4 share of mother's house

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P. Oxy. VII 1042	10 May 578	Oxy.	Unk.	A. John, millstone maker	A. Phib, assistant to the prefect	Serenus	1/3 solidus on the private standard to be repaid on demand	Yes, unk. amt.
P. Harrauer 54	5 Feb 579	Arsinoe	unk.	A. Poesy, leather-worker	Holy Church of the martyr Victor	Unk.	2 solidi less 15 ½ carats, other terms unk	Unk.
P. Oxy. LXXVII 5124	20 Mar 579-95	Oxy.	Apion	Theodora, servant	Marian, servant	Anastasius	1/3 solidus on the private standard to be repaid on demand	Yes, 3 carats per year on the Alexandrian standard (at least 37.5%)
SB VIII 9771	579-620	Arsinoite	Timotheus	Unk. woman	Thuma, arbitrator	Sansnos	1 solidi less 7 3/4 carats to be repaid in Pauni	Yes, 1/4 carat per month (12.5%)
P. Lond. V 1725	6 Mar 580	Syene	Patermuthis	A. Iacob	Aurelia Mariam	Mark	3 solidi as wedding gift, to be paid on demand, w/hypothec	None

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P. Oxy. XVI 1892	29Aug-27 Sep 581	Oxy.	Unk.	Hareotis, priest from a settlement	Epimachus, steward of the Theois house	Unk.	3 solidi on the private standard to be repaid in 3 payments due on Hathor of this and the next two years, secured by land	Unk.
P. Erl. 67	17 Sep 591	Herakleopolis	Unk.	A. Antonios and son Peter, stablemen	Unk. manager of house of Sophia	Menas	6 solidi less 36 carats, to be repaid in Pharmouth	None
BGU III 795	575-599	Pathyris	Blemmeye	Sle	Wye, phylarch	Sansnos	5 solidi to be repaid on demand	Unk.
BGU III 796	575-599	Pathyris	Blemmeye	Sle	Wye, phylarch	Sansnos	14 solidi to be repaid on demand	Unk.

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BGU III 797	575-599	Pathyris	Blemmeye	Tousik	Wye, phylarch	Sansnos	1 solidus to be repaid on demand	Unk.
SB XX 14985	13 Mar 579	Arsinoite	Unk.	Nonna, corn measurer	Unk., manager of bag making	Menas	4 art. grain to be repaid next year	Unk.
P. Ant. II 103	26 Aug 580	Oxy. ?	Unk.	Jacob, shoemaker	Anastasius, *strategos boukelarios*	Unk.	2 solidi less 8 carats, other terms unk	Unk.
P. Prag. II 167	15 Sep 580 or 14 Sept 595	Arsinoite	Unk.	A. Eudaimon	Unk.	Markarius	1 solidus less 5 carats on the Arsinoe standard, to be repaid on demand	Yes, 3 artabas grain
P. Oxy. LXXII 4922	4 May 582	Oxy.	Unk.	A. Menas, villager	Martinus, dealer in tow	Unk.	Unk.	Unk.
P. Iand. III 48	28 May 582	Oxy.	Apion	A. Ptollion, farmer	Menas acting for heirs of Apions	Anastasius	Advance of 2 solidi on the private standard to be repaid on demand	No
P. Koeln III 156	582-602	Antinoopolis	Dioscorus	A. Psais, ass-driver	Unk.	Elia	4 solidi, other terms unk.	Yes, amt. unk.

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P. Naqlan II 21	17 Oct 585	Arsinoite	Unk.	A. Makarios, villager	Apa Neilos, monk	Unk.	Unk. principal to be repaid on date certain	Yes, 600 myriads
P. Oxy. LVIII 3938	6 Mar 591	Oxy.	Unk.	A. Apa Sion with wife and daughter (as guarantor)	Theophilus, secretary of estate of Justus	Unk.	3 solidi, rest of terms unk	Unk.
BGU I 295	18-27 Oct 591	Arsinoe	Unk.	A. Pamous, river man	A. Pseis, chief river man	Unk.	Advance of 1 solidus less 7 ¼ carats	No
P. Warr. 10	591/2	Oxy.	Unk.	A. Jacob and Victor, brothers	George, priest	Anastasius	7 solidi to be repaid on demand	Yes, 64 bundles of fodder to be paid in Pachon
P. Munch. III 98	593/4	Oxy.	Unk.	A. Apollo, villager	A. Abraamius miller	Iosephius	2 solidi and 4 carats to be repaid in Pharmouth	None
P. Grenf. II 86	15 Dec 596	Hermopolite	Unk.	A. Phoibammon with sureties	priest and flax maker	Unk.	7 1/4 art of grain, rest of terms unk	Unk.
P. Flor. III 300	31 Mar 597	Hermopolis	Unk.	Aurelia Eudoxia	A. Agapatos	Unk.	1 solidus less 6 carats on the Hermopolis standard, to be repaid on demand	Yes, ¼ carat per mo. (12.5%)

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P. Ness. 44	22 Mar-31 Aug 598	Nessana	Sergius	Stephen	Patrick	self	1 solidus less 1 carat, rest of terms unk	Unk.
P. Koeln III 158	18 Oct 599	Herakleopolis	Unk.	A. Paul and Victor, tenants of a bakery	A. Dioscorus	Christos	2 solidi, one to be paid in Messore and the other in Thoth	Unk.
P. Prag. II 166	VI-VII	Arsinoite	Unk.	Unk.	Unk.	Unk., contract writer	Unk.	Unk.
A. Bad. VI 173	VI-VII	Unk.	Unk.	Gregorius, manager of the Holy Zenon	Senouthius, scribe for Menas, from the imperial estate	Senouthius	48 solidi plus 2 solidi interest, secured with 500 artabas of lentils to be used to purchase grain for the embole	Yes, 4-12% depending upon the length of the contract
SB XXVI 16345	VI-VII	Hermopolis	Unk.	Luke, village headman	Unk.	Unk.	Unk. art. of wheat	Unk.
SB XX 14230	VI-VII	Syene	Unk.	Macarius	Unk.	Sach…	8 carats for wine and 17 myriads for bread	Unk.

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SPP XX 194	VI-VII	Unk.	Unk.	Apollo, parchment maker	Isak, deacon	Unk.	4 of unk. to be repaid with 1 solidus and interest	Yes, amt. unk.
P. Ross. Georg. V 41	VI-VII	Latopolite	Unk.	Abraham	Unk.	Unk.	Unk.	Unk.
P. Iand. III 44	VI-VII	Unk.	Unk.	Unk. son of Papnouthois	Church	Unk.	Advance of 11 solidi to be repaid on demand	Probably no
P. Oxy. LXVI 4535	14 Jan 600	Oxy.	Apion	A. Elias, colonus from a settlement	Fl. Apollo, administrator for consul Strategius	Papnouthius	6 solidi less 24 carats on the private standard for past due taxes, to be repaid on demand	Unk.
P. Freer 5	575-625	Unk.	Unk.	Unk.	Unk.	Unk., contract writer	23 carats on Alex standard, rest of terms unk	Unk.
P. Freer 6	575-625	Unk.	Unk.	Unk.	Unk.	Unk., priest	8 solidi, rest of terms unk.	Unk.

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BGU XII 2206	591-602	Hermopolis	Unk.	A. Peter	Fl. Poanna	Unk.	6 solidi less 6 carats on the Hermopolis standard to be repaid on demand	Yes, 3 carats. per mo. (16.6%)
SB I 4498	580-620	Arsinoe	Unk.	A. Alonios, villager	A. Theodorus, scribe	Ioannes	1 solidus less 7 1/2 1/4 carats to be repaid on demand	Yes, 700 myriads and 500 denarii per yr.
BGU II 395	7 Sep 600	Arsinoe	Unk.	A. Abraham	Wellborn Maria	Unk.	Unk.	Unk.
BGU II 363	580-620	Arsinoite	Unk.	several unk	Unk.	Unk.	2 solidi less 15 ½ carats, rest of terms unk	Yes, amt. unk. (myriads)
PSI III 239	6 Feb 601	Oxy.	Unk.	Aurelia Tabas	A. Philoxenos	Unk.	2 solidi to be repaid in 2 bundles of fodder	Unk.
P. Grenf. II 87	23 May 602	Hermopolis	Unk.	A. John and sons, purple dyers	My lord master flax-maker	Unk.	Advance of 5 solidi less 30 carats on the Hermopolis standard to be repaid from wages	Unk., but penalty of 6 carats per solidus for leaving work before loan paid

Ed. No.	**Date**	**Provenance**	**Archive**	**Debtor**	**Creditor**	**Notary or Scribe**	**Amt.**	**Interest**
P. Grenf. II 88	20 Dec 602	Arsinoe	Unk.	A. John, villager	John, trader for Sergios, merchant	Unk.	Unk.	Unk.
P. Ness. 46	16 Jul 605	Nessana	Sergius	Abraham, wellborn	Patrick, reader and abbot	Zumaya	9 solidi less 9 carats, to be repaid on demand	Yes, 6% on 6 solidi, none on rest
P. Ness. 147	early VII	Nessana	Sergius	Unk.	Unk.	Unk.	Unk.	Unk.
P. Ness. 48	early VII	Nessana	Sergius	Unk.	Unk.	Unk.	Unk.	Unk.
P. Horak 27	603/4	Herakleopolis	Unk.	Unk. female	Unk., most splendid	Unk.	2 solidi, ἀρσατικά secured by *hypotheca*, rest of terms unk	Unk.
P. Bodl. I 41	27 Feb 604	Hermopolis	Unk.	A. Kollouthos	Cyrus, priest and flax maker	Unk.	Advance of 4 solidi less 26 carats for working	No

Ed. No.	**Date**	**Provenance**	**Archive**	**Debtor**	**Creditor**	**Notary or Scribe**	**Amt.**	**Interest**
BGU II 365	7 Feb 603	Arsinoe	Unk.	Aurelia Maria from a settlement	Theodore, steward of the son of unk	Unk.	1 solidus less 7 ¾ carats, rest of terms unk.	Unk.
SB I 5285	7 Oct 607	Panopolite	Unk.	Aurelia Johnna	Aurelia Maria, her sister	Dios	½ solidus (15 ½ carats), to be repaid on demand	Yes, use of property
SB XIV 12195	9 Feb 608	Arsinoite	Kyrillos?	A. Gerontias, linen weaver	A. Victor	Unk.	1 solidus and unk. carats, rest of terms unk.	Unk.
P. Dub. 28	611/2	Herakleopolite	Unk.	2 (?) brothers, villagers	Herakleides, priest, same village	Unk.	50 solidi (?), rest of terms unk	Unk.
P. Lond. V 1736	25 Feb 611	Syene	Patermuthis	Fl. Patermuthis, boatman and wife	A. John, boatman	Fl. Dios	4 solidi in the weight of Syene, to be repaid on demand	Yes, 1/3 solidus per year (8%)
P. Princ. II 87	26 Jan 612	Oxy.	Unk.	A, George, with Serenos, a guarantor, villager	Phib, doorkeeper of church of village	Unk.	3 solidi on the private standard, rest of terms unk	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Lond. V 1737	9 Feb 613	Syene	Patermuthis	Fl. Patermuthis, boatman	A. John, boatman	Dios	3 1/3 solidi to be repaid on demand, secured with personal property	Yes, 1/4 c per mo for each (12.5%)
CPR IX 35	21 May 613	Hermopolis	Unk.	A. Apollo and Petros	Aurelia Athanasia	Unk.	Unk.	Unk.
P. Oxy. LXXII 4930	29 Aug-21 Nov 614	Oxy.	Apion	Victor, headman of Valerius, curiales	Fl. Sergius, manager of the glorious house	Unk.	4 solidi and 6 carats, each of 18 carats on the Alexandrian standard, to be repaid in Hathyr	Unk.
P. Amh. II 151	610-619/ 629-641	Hermopolis	Unk.	A. Pkalios, Phib and others from village	Asphatourios, duke and augustalis	Unk.	Unk. solidi less 7 carats on the Hermopolis standard to be repaid on an unk. date	Unk.
P. Edfou I 3	13-23 Jun 618	Apollonopolis	Unk.	Theodosius and Susanna	Apollonarius	Kurillos, deacon and contract writer	Unk. solidi, rest of terms unk.	Yes, customary interest

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
BGU III 725	21 Jul 618	Arsinoite	Kyrillos	A. Samba, bird raiser, and Eupraxia	Apa Ol, eunuch of the illustrious man	Peter	3 solidi less 23 1/4 carats to be repaid in Messore	No interest but a payment of 3 birds
P. Edfou I 2	25 Mar to 26 April 619	Apollonopolis	Unk.	A. Sansnos	Theodore, servant	Kyrillos	1 solidus on the Apollonopolis standard to be repaid the following eighth indiction with 58 ἄκουφα of wine and ½ solidus in Messore of the eighth indiction	Yes, 59 ἄκουφα of wine? Some of this may be in repayment for previous bad wine
SB I 4664	21 Dec 620/50/665	Arsinoe	Unk.	Unk.	Heremias	Unk.	Unk.	Unk.
P. Naqlan II 22	8 Aug 623	Arsinoite	Unk.	A. Georgios, monk	Apa Menas, monk	John, priest	1 solidus less 7 ¾ carats to be repaid in Mecheir	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
PSI I 63	26 Oct 624	Oxy.	Unk.	Ioustos, wine seller	Apion and Abraham from village	Iustos	1 solidus of 17 carats to be repaid in Hathor	Prob. no
P. Edfou I 4	25 Jun-24 Jul 627	Apollonopolis	Unk.	5 brothers	Aurelia Thekla	Unk.	2 1/3 solidi to be repaid in 1/3 solidus each year	None
P. Flor. I 70	28 Nov 627/27 Nov 642	Hermopolis	Magistor	A. Isak, farmer from settlement	Fl. Theodorus, son of Magistor	Leontis	Advance for irrigation of 6 solidi of 23 carats each to be repaid at end of job	No
BGU I 314	23 Jun 630	Herakleopolis	Unk.	A. unk. from village	Lord Menas, judge	Unk.	5 arsatika solidi and 7 carats to be repaid in Pauni	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Lond. I 113	3 Oct 635/620	Arsinoe	Unk.	A. Abraham and A. Amoun	Estate of Theodosius, general	George	1 1/2 acceptable solidi to be repaid in fodder	Unk.
P. Rain. Cent. 129	4 Sep 546/630	Arsinoite	Kyrillos	Unk.	Unk.	Justus	4 mean solidi, payment in Thoth?	Unk.
P. Michael 35	13 Aug 655/6, 670/1	Oxy.	Unk.	David, headman	Victor, collectarius and coin-weigher	Unk.	1 solidus of 22 1/2 carats to be repaid in 20 art of wheat made into flour	Unk.
P. CtYBR inv. 368	2 Jul 646/661/676	Oxy.	Unk.	Unk.	Unk.	Unk.	4 solidi of 22 1/2 carats each to be repaid with 80 art. wheat	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Dub. 25	VII	Herakleopolis	Unk.	Unk.	Menas, same village	Unk.	6 solidi obruziana, unk. repayment terms	Unk.
SB VI 9459	580-620	Arsinoite	Unk.	Unk. A. from settlement	Fl. Damian, pagarch	Rufus	Advance of 1 solidus less 7 1/4 carat for irrigation work	No
P. Erl. 68	VII	Herakleopolis	Unk.	Unk.	Damian, carpet maker	self-written	1 solidus obryzon	Unk.
SB I 4703	VII	Arsinoite	Unk.	Unk.	Unk.	Unk.	Various references to solidi and fruits	Unk.
SB VIII 9769	VII	Arsinoite	Unk.	A. Anoup, villager	A. Timothius, villager	John	4 solidi less 11 carats to be repaid in 3 payments	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SPP XX 201	VII	Arsinoite	Unk.	Unk.	Lord Sergius through steward George	Unk.	60 mean solidi	Unk.
P. Ness. 113	VII	Nessana	Nessana	Unk.	Unk.	Unk.	2 solidi less 2 carats, unk. repayment terms	Unk.
SB XX 15092	VII	Herakleopolite	Unk.	A. Sen…, villager	A. Markos, same village	Unk.	70 solidi	Unk.
P. Ness. 55	11 Apr 682?	Nessana	Sergius	Menas	John and Victor	Sergius	4 1/3 s. incl. surcharge for taxes	Unk.
P. Ross. Georg. III 53	674/5	Arsinoe	Unk.	A. Neilammon, captain of the sailors	Fl. Stephan, *strategos*	Zosma	220 fish	Unk.
SB I 5690	Later VII	Arsinoe	Unk.	Menas and Phan…	Apa Iullius, fodder provider	Kosmos, deacon and contract writer	1 1/2 solidi to be repaid in 3 payments	None

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Koeln VII 322	Later VII	Herakleopolis	Unk.	A. John, farmer	A. Gerontis, same village	Unk.	50 obryza solidi to be repaid on demand	Yes, debtor to work on 6 arouras of land for creditor
P. Herm. 64	VII	Unk.	Unk.	Eusebius	Unk.	Unk.	4 solidi less 24 carats, unk. repayment	Yes, 6 1/2 1/4 carats per yr. (7%)

Appendix B – The Coptic Debt Acknowledgements

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR IV 90	595/6	Probably Hermopolite	Unk.	Phib	Apa John, deacon	Joseph, notary	23 pound bag of wool due in Phamenoth of the current year	No, but a penalty of 1 solidus if not timely paid
SB Kopt. II 922	600?	Probably Koptos	Apa Phoibammon	Patape	Brothers of Apa Phoibammon	David, monk	1 solidus due in in Paoni	Unk.
O. Brit. Mus. Kopt. I 11	640?	Deir el-Bahri, Koptos	Apa Phoibammon	Enoch, priest, and Pisrael, deacon	Brothers of Apa Phoibammon	Unk.	Unk. amt. to be repaid in mats	Unk.
O. Brit. Mus. Kopt. I 14	June 15, 645?	Deir el-Bahri, Koptos	Apa Phoibammon	Phoibammon	John and Pakto	David, monk	1 tremissis for wheat	Unk.
O. Brit. Mus. Kopt. I 13	June 23, 647?	Deir el-Bahri, Koptos	Apa Phoibammon	Onuphrius	Posidonios	David, the least (monk?)	1 tremissis due in Maje	Unk.
SB Kopt. I 23	VI-VII	Unk.	Unk.	Unk.	Unk.	Unk.	Unk. whole solidi, mention of chaff	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB Kopt. III 1394	Late VI-early VII	Elephantine	Patermuthis	Unk.	Unk.	Unk.	The document declares that Patermuthis is not owed any part of a sum of 10 solidi less a tremissis but is owed a separate 4 solidi	Unk.
O. Crum 158	ca 600	Koptos	Apa Phoibammon	Isak	Unk. monk and oeconomus of Apa Phoibammon	David. monk	I solidus, reference to seed corn	Unk.
O Crum Ad 17	VI-VII	Koptos	Unk.	Isak and Peter, farmers	Andreas	Sarapion	2 tremisses and 2 diplai of wine, the money to be repaid in Pachon and the wine in the next harvest	The document states that there is no interest
SB Kopt. II 921	VII	Unk.	Unk.	Paul	Unk.	…jnoui	Unk. tremisses, reference to wine and payment of 2 solidi	Unk.
SB Kopt. III 1381	VII	Hermopolite	Unk.	Helios	Takape, scribe	Psha	30 katos of wine to be repaid with current fruits	Unk., but there is a penalty of 1 solidus if not timely paid

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR IV 56	VII	Unk.	Unk.	Kaliniche and Menas	Apa Victor, notary	Unk.	12 carats to be repaid in Pharmouth	Unk.
CPR IV 57	VII	Hermopolite	Unk.	Anute, farmer	Iannake	Unk.	Unk. amount, reference to 4 carats	Unk.
CPR IV 61	VII	Unk. (perhaps Fayyum)	Kyrillos	Anoup, Pecosch, Severus and Apa Jule	Lord Peter, *Boethos*	Unk.	3 1/2 1/12 solidi, unk. terms	Unk.
CPR IV 63	VII	Hermopolite	Unk.	unk. and Kolouthe, priest	Polideuke and unk	Unk.	reference to 12 solidi, unk. terms	Unk.
CPR IV 69	VII	Unk..	Unk.	Abraham and others	Unk.	Unk.	23 1/6 (?) carats on the village scale, unk. terms	Unk.
CPR IV 70	VII	Unk.	Unk.	Flavius Apollo	John	Unk.	6 carats, unk. terms	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR IV 72	VII	Hermopolite	Unk.	Paul	Apa Phoibammon, deacon	Unk.	1 solidus of 22 1/2 carats to be repaid on 1 Thoth with interest	yes, unk. amt., plus an unk. penalty if not repaid
CPR IV 74	VII	Hermopolite	Unk.	Mark	Unk., cavalryman	Unk.	1 solidus of 23 carats, to be repaid in Phaophi	yes, unk. amt.
CPR IV 75	VII	Hermopolite ?	Unk.	Victor, deacon	Apa Isak	Unk.	1 solidus of 23 carats, to be repaid in Phaophi	Unk.
CPR IV 76	VII	Hermopolite	Unk.	Unk. son of Hatres	Unk., son of Taurine	Athanasius	3 solidi of 23 carats each, references to 12 pounds of a product and a payment of two solidi	Unk. but there is a penalty of 4 solidi if payment is not made
CPR IV 77	VII	Hermopolite	Unk.	Apa Phib, George and Mena	Apa Theodore, χρυσωςνης (banker or goldsmith)	Joseph	20 solidi of good weight on the Alexandrian standard to be repaid on 1 Tybi	Unk.
CPR IV 83	VII	Unk.	Unk.	Paul	Unk.	Unk.	5 tremisses, references to wine and 2 solidi	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR IV 86	VII	Fayyum	Unk.	Chael, ox driver	Theodore	Menas, deacon	3 arthmia solidi, 2 for the price of seed and 1 for 15 artabas of wheat, to be repaid with current crops	Unk.
CPR IV 87	VII	Antinoopolis?	Unk.	Andreas and Severus	Apa Kollouthe	Unk.	6 solidi on the mint standard of Antinoopolis(?), to be repaid with 9 artabas (for each solidus?) of fodder	Unk., but a cash penalty for failure to provide the fodder
CPR IV 89	VII	Fayyum	Unk.	Apa Shenuete, deacon	Unk., coin-weigher	Unk.	Reference to a half, also reference to a price	Unk.
CPR IV 92	VII	Hermopolite	Unk.	Psote, farmer	John	Unk.	Reference to 5 artabas of wheat and 2 solidi	yes, unk. amt. plus a penalty for failure to provide the wheat
CPR IV 93	VII	Hermopolite	Unk.	Theodore	Unk., dikaion of St. Theodore	Unk.	120 artabas of wheat to be repaid in Epeiph of the next indiction	Unk.
CPR IV 94	VII	Unk.	Unk.	Mone	Schoi, farmer	Unk.	A vessel of wheat to be repaid on 20 Hathor	Unk., but a penalty of ½ solidus if the wheat is not returned

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
CPR IV 95	VII	Unk.	Unk.	Petra, winegrower	Unk., your Dignity	Unk.	reference to jars and rest of field, unk. terms	Unk.
CPR IV 99	VII	Unk.	Unk.	Several unk.	Unk.	Constantine	Unk. amt., unk. terms	Unk.
P. Ryl. Copt. 192	VII	Hermopolite	Unk.	Unk., woman	Ama Ei..	Unk.	2 solidi less 6 carats each, to be repaid on the 15 of Phaophi, with interest (also described as 1 solidus and 12 carats)	yes, one fourth of an unknown word (perhaps one-fourth of a carat)
P. Ryl. Copt. 195	VII	Hermopolite	Unk.	Damian	Unk.	Unk.	20 solidi to be repaid on a date certain, rest of terms unclear	Unk.
P. Ryl. Copt. 197	VII	Hermopolite	Unk.	Justa, merchant	Unk.	Apa Victor, priest	Unk. amt., unk. terms	Unk.
P. Ryl. Copt. 202	VII	Unk.	Unk.	Nahrow	Unk.	Unk.	Reference to corn, other terms unclear	Unk.
P. Ryl. Copt. 203	VII	Petrot ?	Unk.	George	Unk.	Horsiasius	Reference to 2 solidi and corn, terms unclear	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Mon. Apollo 33 (also SB Kopt. II 923)	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Pia	Apa Ienoch, monk	Anoup	Unk. amt. to be repaid in Mecheir of this year	Unk.
P. Mon. Apollo 37	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Jeremiah, monk	Paul, monk	Unk.	Unk. amt., unk. terms	Unk.
P. Mon. Apollo 39	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Pesou, monk	Unk. brother of the same sanctuary	Unk.	3 solidi less unk. carats, unk. terms	Unk.
P. Mon. Apollo 40	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Loukas, monk	Unk.	Unk.	15 folles of gold, unk. terms	Unk.
P. Mon. Apollo 41	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Enoch, monk	Hor, who is a scribe and monk	Unk.	5 solidi perhaps to be repaid on 12 Tybi, rest lost	Unk.
P. Mon. Epiph. 90	VII	Apa Epiphanius	Monastery of Apa Epiphanius	Unk., priest	Unk.	Unk.	Debt to be repaid in 50 jars of wine at the next harvest	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
P. Mon. Epiph. 91	VII	Apa Epiphanius	Monastery of Apa Epiphanius	Zahail, priest	Enoch	Unk.	3 artabas of wheat to be repaid in Paoni	Unk.
P. Mon. Epiph. 92	VII	Apa Epiphanius	Monastery of Apa Epiphanius	Hello, monk	John and Abraham, traders in the settlement	Unk.	7 solidi, rest of terms lost	Unk.
P. Mon. Epiph. 93	VII	Apa Epiphanius	Monastery of Apa Epiphanius	Isaac	Moses	Unk.	Unk. amt. to be repaid on a specified date, rest lost	Unk.
P. Mon. Epiph. 94	VII	Apa Epiphanius	Monastery of Apa Epiphanius	Elias and Isaac	Unk.	Unk.	Partial payment, remaining debt of firewood	Unk.
P. Mich. Copt. 19	VII	Fayyum	Unk.	Damian	Sheneute	Paul	1/2 solidus to be repaid in Phamouth	Unk.
P. Sarga 166	VII	Wadi Sarga, near Antaiopolis	Wadi Sarga	Germanus, a carpenter	Unk., deacon		1 solidus to be repaid in cheese (?)	Unk.
O. Crum VC 23	VII	Jeme	Unk.	Unk., son of Jacob	Unk., son of Zebedius	Unk.	3 solidi, rest of the terms unk.	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
O. Crum VC 24	VII	Jeme	Unk.	Unk. son of Menas	Zacharius	Unk.	1 tremissis to be repaid with 6 artabas of wheat	Unk.
O. Crum VC 25	VII	Jeme	Unk.	Masael	Mariam	Thanel	1 solidus to be repaid half in wheat and half in orax in Paoni, with interest	Yes, 1/2 tremissis
O. Crum VC 27	VII	Hermopolite	Unk.	Sabinus	Hello	Unk.	1 solidus to be repaid in Paoni	Unk.
O. Crum VC 29	VII	Kos	Unk.	John and Eli	Unk.	Victor	field of flax to be repaid by sowing a field of flax and watering it, with a penalty of 2 solidi for breach	Unk., penalty of 2 solidi for breach of agreement
O. Crum VC 31	VII	Unk.	Unk.	Unk.	Unk.	Peret, deacon	1 solidus to be repaid by watering the creditor's property, rest of terms lost	Unk.
P. Brux. Bawit 51	VII	Bawit, Hermopolite	Monastery of Apa Apollo	Unk.	Unk.	Unk.	Unk. amt., unk. terms	Unk.
SB Kopt. I 25	VII - early	Elephantine	Elephantine	Loustros, augustalis of the regiment	Moses, soldier	Loustros, augustalis	1/2 solidus to be repaid in Paoni	Unk.

Ed. No.	Date	Provenance	Archive	Debtor	Creditor	Notary or Scribe	Amt.	Interest
SB Kopt. I 24	VII - early	Elephantine	Elephantine	Valentino	Paham, soldier	Papas, deacon	9 carats to be repaid on demand	Unk.

Appendix C – Laws affecting Debt

Type of Change	Cite and Year	Substance of Change
Procedural	C.J.4.32.25 (Constantine I)	Interest may be paid or promised in a due bill (cheirograph) for a loan of gold, silver or vestments.
	C.J. 8.16.9 (414)	Words such as 'On the faith and at the peril of the property owned by me' or 'I permit you to make satisfaction by seizure of that property' will suffice for hypothecation of property of the debtor, both current and future, nor shall it have less force than a special hypothecation since it is the intent rather than the words that count.
	Th.2.27.1-5 (421)	If an absent debtor dies and the creditor learns he has died, the creditor must produce the written acknowledgement of the debt to the judge within five years. If the debtor should die while the creditor is present, the creditor must produce the written acknowledgement of the debt to the judge within two years, and prove it through handwriting or witnesses. Henceforth all actions must be attested on all written acknowledgements of debt within twelve years so they can be renewed by the debtor. If the debtor goes abroad before the expiration of the twelve year period, the creditor must obtain an edict from the judge and post the notice on the doorpost of the debtor. Any action in which the debtor acknowledges his handwriting but denies that he received the money must be brought within five years.
	C.J. 8.37.10 (472)	All stipulations, recognised by law, although not entered into by the usual or direct words, but by any words whatever which express the intent of the parties, shall, recognised by the laws, be valid.
	C.J. 4.2.18 (528)	Loans over 50 pounds of gold or security for such a debt must be in writing and witnessed by three individuals of established reputation, or it will not be admitted by the judge. This applies prospectively only. It was modified by N. Jus. 73.8 and 9, which required five witnesses for loans of over one pound of gold made in cities by illiterate persons.
	C.J. 4.21.16 (529)	Parties (other than curators or tutors acting on another's behalf) who when

Type of Change	Cite and Year	Substance of Change
		presented with a due bill deny that it is their signature must pay 24 solidi if proven wrong, and if a notary or witnesses are produced who attest to the genuineness of the document, then the defendant loses his defence of non-payment of principal and the plaintiff loses his right to claim the amount due in the due bill.
	N. Jus. 44.1 & 1 (535)	Notaries must personally take directions for documents and be present at the execution so that they can testify as to the transaction. They may have one registered substitute.
	N. Jus. 47.1 (537)	Notaries and others drawing up documents must reflect the regnal and consular year and identity, the indiction year and the month and day. They may also use any local dating system.
	N. Jus. 73.4 and 7 (538)	Loans that are not publicly registered should be proven with 3 witnesses. The witnessing of documents—in cases where witnesses were required—was not dispensed with by reason of the fact that the notary drew the document (cites deleted), but the proof of the genuineness thereof was made somewhat easier than other privately executed documents in that the notary could, in certain cases, make sufficient proof thereof, where three witnesses were required in other cases. N. Jus. 73.4 and 7. If not publicly registered or with 3 witnesses, they can be proven by acknowledgement of the debtor or the decisory oath. If all witnesses are dead or unavailable, and the notary is unavailable, then handwriting can be used but with caution. Supporting evidence should be found if possible. These rules apply prospectively and only in cities.
	C.J. 8.17.9 (538)	Words in contracts such as 'For the liability, and at the risk of the property which belongs to me' or 'I promise to pay you at the risk of my property' are sufficient for the hypothecation of any property that the debtor currently has or has in the future. For general hypothecations, documents need not specifically state that they address future property; the general hypothecation will include anything the debtor subsequently may obtain.
Substantive Changes	Th.2.33.1 (325/6)	A person who lends farm produce shall

Type of Change	Cite and Year	Substance of Change
		receive no more than a third in interest. Interest on money is limited to one percent per month.
	Th.2.33.4 (405)	Senators may lend money at no more than one-half of one per cent per month.
	C.J. 4.32.26.2 (528)	Except for contracts for the transportation of coins or loans at interest of property in specie which can carry an interest rate of 12 per cent, illustrious persons as well as those of higher rank may not stipulate for interest in excess of 4 per cent, bankers and those conducting lawful businesses may not stipulate for interest in excess of 8 percent and everyone else may not stipulate for interest in excess of 6 per cent. Judges may not increase this because of local custom.
	C.J. 4.32.27 (529), repeated in J. Novel 138 (535)	People with loans executed before the restrictions on the amount of interest may receive greater interest for the period before that law but the interest may not exceed the amount of the debt regardless of when executed.
	C.J. 4.32.28 (529)	People may not avoid the restrictions on interest be reducing interest to principal and exacting a stipulation of interest on that increased principal. Only the original principal may draw interest.
	N. Jus. 32, 33 and 34a (535)	Creditors may not charge farmers any more than twelve and a half per cent on a loan in kind or 1/24th (just over four percent) on a cash loan. Also, creditors of farmers must return all property they received in pledge upon payment of the loan. Creditors who violate these provisions lose the ability to collect the amount loaned.
	N. Jus. 121.1 & 2 (535)	Although prior law had permitted the interest payments in excess of the amount of the debt if partial payments were made, the cap on interest to the amount of capital now clearly applies even in cases of partial payments.
	N. Jus. 120.c.4 and c.6 (544)	Interest on loans to churches and charitable organizations limited to 3%.
Remedies	Th.3.3.1 (391)	All freeborn children sold by their father into slavery are restored to their original status as free people without payment of the purchase price if the slavery has been for a period that is not too short.
	C.J. 8.17.8 (414)	Nothing that is used for cultivation of soil may be removed under the pretext it has been pledged – this repeats a previous

Type of Change	Cite and Year	Substance of Change
		prohibition in Th.C.2.30.1 (315).
	N. Val. 33.1	If a freeborn person because of a necessity or famine sells his children, the buyer may receive the purchase price plus one sixth for releasing the child(ren).
	C.J. 1.5.22 (529)	People wanting to seize property that is pledged or held by another and are not able to do so because of absence of their adversary, or their minority or insanity without a guardian or curator, or their high office, may petition the Governor of the province or bishop of the diocese to stop the running of prescriptions on time.
	N. Jus. 4.1 & 2 (535)	Creditors must sue the party who received the money first and then the surety unless the party is not in the area and the surety is. If the surety produces the party, the action goes against the party. If not after a reasonable time, the action goes against the surety. Apparently reviving an earlier law, creditors must sue the following in this order: the debtor, the guarantor and those holding property for the debtor. The same rules as above apply when the debtor or guarantor are out of the *Juris*diction. There is an exemption for guarantees of bankers.
	C.J. 4.30.14 ( )	Debtors have a two year period of time in which to raise the defence that they did not receive the money that they are alleged to have received.
	C.J. 4.30.16 (second consulate of Justinian)	The defence that money has not been counted out applies to all claims, whether for the agreement to pay interest or to other obligations in which mention is made of an oath.
	N. Jus. 18.8 (535)	Debtors who deny that a due bill is accurate or that they received the money must pay twice the amount due if proven wrong. Those who deny that they received the money and then allege that they paid it must pay the entire amount without benefit of any payments.
	C.J.8.26.11 (5th consulate of Orestes)	Creditors who assent to the sale of property encumbered for their benefit lose their rights to that property.
	N. Jus. 99.1 (539)	If there is more than one surety, each is liable only for a proportional share of the total, unless some of the sureties cannot pay, in which case the remainder who can pay are liable for the unpaid share. This is prospective.
	N. Jus. 134.7 (535)	It is illegal for a creditor to detain

Type of Change	Cite and Year	Substance of Change
		children of debtors as pledges or use them for servile labour or lease them out, and anyone who does this shall have his debt voided and owe the same to the person he detains or their parents.
	N. Jus. 134.8 (556)	A loan subscribed by a woman who consents or subscribes to a loan evidenced by her husband and makes her property subject to the loan is void unless it is clearly shown that the money was used for her benefit.

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