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# 1 INTRODUCTION

## 1.1 THE “SCHUTZBRIEFE” IN THEIR HISTORICAL CONTEXT

Local Christian communities in post-conquest Egypt have been described as “self-regulating”.<sup>1</sup> Indeed, when Egypt was first part of the Islamic empire, it seems that not much had changed in people’s daily lives. Christian clerical authorities kept their functions and influence within the communities, and the local administrative positions were still held by Egyptian, Christian officials.

When it came to the payment of taxes – an important aspect of the relationship between empire and subjects – the municipal authorities were responsible for collecting taxes for the government. Moreover, the evidence shows people with means acting as surety for other members of the community to ensure that all taxes were paid. The documentary texts on ostraca and papyri show how the local clerical and non-clerical elites could use their authority to intervene in their communities in fiscal and legal matters.

The group of texts called “letters of protection” (“Schutzbrief”,<sup>2</sup> “lettre de protection”,<sup>3</sup> “sauf-conduit”<sup>4</sup>) are compelling testimonies of these interventions. They are characterized by the formula εΙC ΠΛΟΓΟC ΜΠΝΟΥΤΕ ΝΤΟΟΤΚ (ΝΤΟΚ): “Here you have the guarantee by God”, and are written in the form of a letter to someone in need of protection. They shield the addressee from, e.g., prosecution or the payment of sums that they otherwise would have had to pay, i.e. debts or taxes.

These *logos mpnoute* documents are written in Coptic, mostly on potsherds or limestone sherds, but *logos mpnoute* documents on papyrus have also been found. The published documents can be dated from the 7<sup>th</sup> until the 9<sup>th</sup> century.<sup>5</sup> The letters of protection have been thought to appear in Egypt after the Arab conquest,<sup>6</sup> but we know that they were used before

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<sup>1</sup> T. Wilfong, “The non-Muslim communities: Christian communities”, C. Petry (ed.), *The Cambridge History of Egypt. Vol 1: Islamic Egypt, 640-1517*, Cambridge, 2008, 175-197: 181.

<sup>2</sup> W. Till & H. Liebesny, “Koptische Schutzbriefe”, *MDAIK* 8 (1938), 71-146 (*Schutzbriefe*).

<sup>3</sup> A. Delattre, “Les ‘lettres de protection’ coptes”, *Akten des 23. Internationalen Papyrologenkongresses*, Vienna, 2007, 173-177.

<sup>4</sup> A. Delattre, “Un nouveau sauf-conduit copte de la région thébaine. Réédition de O. Mon. Cyr. 38”, *Chronique d’Egypte* 90 (2015), 415-419.

<sup>5</sup> Table 18 gives a detailed overview of the metadata of the texts used in this study. This table is based on information found in the *Brussels Coptic Database (BCD)*: <https://dev.ulb.ac.be/philo/bad/copte/>.

<sup>6</sup> A. Selander, “Die koptische Schutzbriefe”, C. Kreuzsaler, B. Palme & A. Zdiarsky (eds.), *Stimmen aus dem Wüstensand. Briefkultur im griechisch-römischen Ägypten* (Nilus. Studien zur Kultur Ägyptens und des Vorderen Orients, Band 17), Vienna, 2010, 99-104: 99.

641 too, shown in, e.g., the letter sent by a village official to the bishop Pesynthius, asking him to issue a letter of protection for fugitive farmers.<sup>7</sup> A large part of the published texts comes from the Theban region, but letters of protection from other regions of Egypt have been published as well.

The Coptic *logos mpnoute* documents can be seen as testimonies of the tax burden, and the flights which it caused, and restrictions on the movement of people imposed by the Arab government.<sup>8</sup> As such the Coptic *logos mpnoute* documents can be fruitfully compared to related texts such as the Arabic safe conducts<sup>9</sup> and the Coptic short distances travel passes which have been found in Theban Tomb no. 29.<sup>10</sup>

The practice of people fleeing the burden of taxes and other services which the state asked from the population (ἀναχώρησις) is certainly not a new societal phenomenon in Egypt, as it is attested at least from the Ptolemaic period onwards. Moreover, the letters of protection have been compared with decrees of asylum issued by the state in the Ptolemaic period (πίστεις) and by the church in the Byzantine period (λόγοι ἀσυλίας).<sup>11</sup> In fact, scholarly attention for

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<sup>7</sup> J. van der Vliet, “A letter to a bishop, probably Pesynthios of Coptos (died AD 632) (O APM Inv. 3871)”, B. Haring (ed.), *The workman's progress: studies in the village of Deir el-Medina and other documents from western Thebes in honour of Rob Demarée*, Leiden, 2014, 255-260.

<sup>8</sup> P. Sijpesteijn, *Shaping a Muslim State: The world of a mid-eight century Egyptian official* (Oxford Studies in Byzantium), Oxford, 2013, 96-98, 241-244 and 311-312. See, also, the role of fugitives in the dossier of the correspondence of the Arab governor of Egypt Qurra b. Sharīk: T. S. Richter, “Language choice in the Qurra Dossier”, A. Papaconstantinou (ed.), *The Multilingual Experience in Egypt, from the Ptolemies to the Abbasids*, Farnham, 2010, 189-220: 197-198. On Arabic and Coptic documentation, especially from the Apa Jeremias monastery in Saqqara, regarding these issues, see S. Schaten, “Reiseformalitäten in frühislamischen Ägypten“, *BSAC* 37 (1998), 91-100.

<sup>9</sup> Y. Rāgib, “Sauf-conduits d’Égypte omeyyade et abbasside”, *AnIsl* 31 (1997), 143-168; N. Vanthieghem, “Le plus ancien sauf-conduit arabe”, *Der Islam* 91(2014), 266-271.

<sup>10</sup> A. Boud’hors, “L’apport de papyrus postérieurs à la conquête arabe pour la datation des ostraca coptes de la tombe TT29,” in P. Sijpesteijn, L. Sundelin, S. Torallas Tovar et A. Zomeño (edd.), *From al-Andalus to Khurasan: Documents from the Medieval Muslim World*, Leiden, 2007, 115-129. A short comparison is made between these types of documents and others related to the restriction on circulation of people in Early Islamic Egypt in A. Delattre, “Checkpoints, sauf-conduits et controle de la population en Égypte au début du VIIIe siècle”, in A. Delattre, M. Legendre et P.M. Sijpesteijn (ed.), *Authority and Control in the Countryside, Late Antiquity and Early Islam: Continuity and Change in the Mediterranean 6th-10th Century* (forthcoming) Princeton, 2018.

<sup>11</sup> A. Schiller, “The Coptic *logos mpnoute* documents”, *Studi in memoria di Aldo Albertoni I*, Padova, 1933, 303-345; G. Böhlig & A. Böhlig, “Einige Bemerkungen zu den koptischen Logos-Urkunden”, *Byzantinische Zeitschrift* 44 (1951), 56-61. An example of a Ptolemaic “Schutzbrief” is discussed in A. Jördens & W. Wegner,

these documents has mainly focused on legal history,<sup>12</sup> categorizing<sup>13</sup> and publishing of new documents.<sup>14</sup> After Till & Liebesny, no extensive and in-depth analysis of the letters of protection and related documents has been carried out until now.

## 1.2 MAIN STUDIES OF THE “SCHUTZBRIEFE”

### 1.2.1 SCHILLER 1935: THE LOGOS MPNOUTE DOCUMENTS

In 1935, A. A. Schiller dedicated an essay in the field of legal history to “The Coptic  $\lambda\omicron\gamma\omicron\varsigma$   $\mu\pi\eta\nu\omicron\upsilon\tau\epsilon$  documents”, in which he discussed Coptic texts which bear the *eis plogos* (*mpnoute*) *ntootk* formula. His main argument is that the  $\lambda\omicron\gamma\omicron\varsigma$   $\mu\pi\eta\nu\omicron\upsilon\tau\epsilon$  documents, especially the “Safe Conduct Type”, which constitute the “kernel” of the corpus, are the direct successors of the Byzantine  $\lambda\omicron\gamma\omicron\iota$   $\acute{\alpha}\sigma\upsilon\lambda\acute{\iota}\alpha\varsigma$ , known from literary sources but not attested in the papyrological record. Schiller divided the texts into five categories: “Safe Conduct Type”, “Summons Type”, “Judgement Type”, “Tax Receipt Type” and “Private deeds with *logos* formulae”. The first four types are grouped in the category of “technical documents”, which do not include the abovementioned private deeds. Schiller also recognized the existence of letters and declarations about the “technical documents”.

### 1.2.2 TILL 1938: DIE KOPTISCHE SCHUTZBRIEFE

Three years after Schiller’s essay, W. C. Till’s publication of the “Koptische Schutzbriefe” appeared. The publication would become the standard reference work for the study of these documents, and the term “Schutzbrief” or its translation is commonly used for them.<sup>15</sup> Till added 35 previously unpublished documents to the corpus, and reedited two others.<sup>16</sup>

While Schiller translated  $\pi\lambda\omicron\gamma\omicron\varsigma$   $\mu\pi\eta\nu\omicron\upsilon\tau\epsilon$  as “the word of God”, Till interpreted the characteristic formula in the texts in a different way, which is now commonly accepted.<sup>17</sup> Till interprets  $\lambda\omicron\gamma\omicron\varsigma$  as “promise”,  $\kappa$  as preposition meaning the “by” which is used in oaths. Thus, the formula means: “Here you have the promise by God for you”. Till argues that this interpretation makes more sense in the situations in which these documents are used, as

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“Ein Schutzbrief für ehemalige Bürgerkriegsgegner: P. Heid. III 231 und die Heimkehr zweier Priester nach Tebtynis”, ZPE 2017 (203), 199-212.

<sup>12</sup> Schiller, “Coptic *logos mpnoute* documents”; *Schutzbriefe*, Böhlig & Böhlig, “Bemerkungen”.

<sup>13</sup> Delattre, “Lettres”.

<sup>14</sup> E.g. Delattre, “Lettres”; Delattre, “Nouveau sauf-conduit”; van der Vliet, “Letter”.

<sup>15</sup> In the *Brussels Coptic Database* they are named “lettre de protection”. In the *BCD* and *Trismegistos (TM)* the texts in Till’s ‘Schutzbriefe’ are also registered under their siglum of P.Schutzbriefe. See also the *Checklist of Editions of Greek, Latin, Demotic and Coptic papyri, ostraca and tablets (Checklist)*.

<sup>16</sup> For an overview, see *Schutzbriefe*, 71-72.

<sup>17</sup> Delattre, “Lettres”, 174.

swearing by God is a good way to show that you are serious about your intention to protect someone in a certain way. The fugitive needs to be able to trust the protection giver, and this trust is gained by swearing by God.

The texts in *Schutzbriefe* are divided into groups, headed by titles. This categorization in *Schutzbriefe* forms the basis Delattre's 2007 article and of this study, both aiming at a critical examination of these categories.

### 1.2.3 DELATTRE 2007: LES "LETTRES DE PROTECTION" COPTES

In his 2007 publication, A. Delattre lists the "Schutzbriefe" which had been published since the appearance of Till's work.<sup>18</sup> He lists them according to the categories in *Schutzbriefe*, but does not agree completely with Till's categorization.

## 1.3 RESEARCH QUESTION

In *Schutzbriefe*, Till cites and discusses 103 texts, related to a type of Coptic documentary text which he categorized as "Schutzbriefe", which can be translated as protective letter, protection letter, letter of protection. However, a quick look at the table of contents shows that only a limited group of these documents is considered to be a "Schutzbrief" by Till himself, namely the "Allgemein gehaltene Schutzbriefe (1-16)", the "Schutzbriefe mit vorgesehenen Ausnahmen (17-41)" and the "Schutzbriefe ohne Aufforderung zurückzukehren (42-49)". Thus, not even half of the documents in the corpus sometimes referred to as "P. Schutzbriefe", is technically a "Schutzbrief" in Till's analysis. Further names for the texts are "invitations" ("Einladungen" of category 4), "assurances" ("Zusicherungen" of category 5) and "requests" ("Ansuchen" of category 7-8).

This study aims to critically examine this varied corpus of texts, in order to formulate answers to the following question: how accurate is the term "Schutzbrief" or protection letter as a collective label for the texts in the corpus? This question will be approached from three perspectives: the structure of the documents, their content, and their function. These three aspects form the basis of analysis (see 1.4). Considered from those three perspectives, do they share enough characteristics, or characteristics which are distinguishing enough, to justify grouping them in the same documentary genre, and to give them this label of "protection letter"?

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<sup>18</sup> Delattre, "Lettres", 175-176. He publishes two new texts on 176-177. Revisions of texts previously edited in P.Schutzbriefe are listed on 174. In this study, these new editions have been consulted.

## 1.4 METHOD: THE THREE ASPECTS OF THE ANALYSES

This paragraph discusses three different aspects of the documents which form the basis of the analysis of *Schutzbriefe*: structure, content and function. All three of these aspects are related, sometimes very closely. On metadata and material aspects of the texts in the corpus, see “presentation of the corpus”.

An important tool of the analysis of the texts in the corpus are the Tables (1-17). For each of the categories of *Schutzbriefe* which are analysed here, there is a table on “Structure” and a table on “Content”. The Tables show which elements are present in the documents and which are not. On these elements, see 1.5.2. Many of the documents have been damaged, impeding the legibility of the text. If the surviving text is not complete, this influences our interpretation of it: certain elements of its structure and content can be lost or heavily reconstructed by an editor. In the tables, therefore, elements of structure or content which do not survive in the text, but could have been written there, are indicated with “fr”.

### 1.4.1 STRUCTURE

This aspect of the analysis looks at the structural elements of the text and how they are ordered. Questions answered in this part of the analysis concern the different types of opening of the text, whether certain clauses or structural elements are used or are missing from the text, whether the document is signed by a scribe, whether there is an address, whether and how it is embedded in another text or rather an independent document, and so on.

### 1.4.2 CONTENT

In this part of the analysis the focus lies on the exact (formulaic) clauses that are used in the text, but also on how the “agents” of the document are presented. Which instructions are given, which kind of protection is offered, what are the exceptions or conditions mentioned, are questions which are addressed in studying the content of the documents. The “agents” of the document (protection giver, protection receiver, scribe, interested third parties) can be named by their name only, but are sometimes also characterized by a patronymic, or by their provenance, or by a title.

### 1.4.3 FUNCTION

The answers obtained in the analysis of the abovementioned categories can help understand how the document in question could have functioned in society. Why was the document issued, what was its goal? Is it plausible that it is written for a fugitive? Is it related to taxes or is there an indication that there was another problem?

Asking these questions to all the texts in any given category within P.Schutzbriefe, will help discern the characteristics which they have in common, but also the traits that distinguish them from one another, and might even show them to be more similar to texts in other categories. Moreover, it can help challenge assumptions about the use and function of these texts in society.

## 1.5 CORPUS

### 1.5.1 WHICH SCHUTZBRIEFE?

The basis of this study is the corpus of text assembled in *Schutzbriefe*, but not all of the 103 texts discussed there will be used here. The first three texts of Till's first category are excluded. They are letters in which "Schutzbriefe" are mentioned and it is clear that they are rather part of an introduction to the genre of the "Schutzbrief" and its use in society. The texts in category 9 or the "Sonstige Fälle" (90-101) also only have in common with the rest of the corpus that they mention a  $\lambda\omicron\gamma\omicron\varsigma$ . Among these are three literary texts (99-101). Some of these texts touch upon issues that are related to those in the rest of the corpus, such as taxes and the authority and power of local officials (e.g. no. 98). However, others are too fragmentary for interpretation (e.g. 94), while in the case of still others Till himself states that the use of  $(\dagger)\lambda\omicron\gamma\omicron\varsigma$  is not that of the "Schutzbriefe" (e.g. nos. 92, 93 and 97). In category 6, "Unklare Fälle", nos. 66 to 68 are too fragmentary to interpret, as was pointed out as well by Till. No. 65, however, is an interesting text which will be discussed in the analysis of category 5 (see 2.5.3).

It also unfortunately falls outside of the scope of this thesis to study the texts which have been published and are being published since the appearance of *Schutzbriefe*. These texts, at this time about 30, do change our perspective on the genre, as they contain a relatively larger percentage of documents from regions outside of the Theban area and of texts written on papyrus. It is one of the aims of this study to provide an instrument which will help to better assess these "new" documents and any that will be published in the future.

### 1.5.2 LIST OF TERMS OF THE IDENTIFIED ELEMENTS

The following paragraphs will give an explanation of important terms used in the tables and in the analyses of the texts in the corpus.

#### 1.5.2.1 Protection giver

This is the party who is bound by the document to uphold the promise or perform the action mentioned in the text. The protection giver is nearly always characterized, at least by his name. Very rarely a patronymic is given, or his provenance. In all of the documents, but



one,<sup>19</sup> the protection givers are male. The protection giver is most often 1 person, but also 2 people (or more) can act together as protection givers. This happens most often when a pair of village officials, whether they are called *lashane*, *meizoteroi* or *protokometes*, issue the document in both their names. The occupation and/or social status of the protection givers can only be inferred in a limited number of documents, where the protection giver is also characterized by a title. By “title” I mean any description of the person’s occupation, e.g. “camel driver”, administrative function, e.g. “*lashane*”, clerical or monastic function or status, e.g. “priest” or “monk”, or honorific title, e.g. “your holy paternity”.

### 1.5.2.2 Protection receiver

The party to whom (most often) is promised a certain type of protection by the document. The protection receiver’s name is almost always mentioned in the document, and more often than in the case of the protection giver, accompanied by a patronymic and sometimes by a title. It is very rare that the provenance of the protection receiver is given. In some cases, the protection offered in the document extends from the protection receiver who is named by name to his wife and/or child(ren). In two documents a woman is the only protection receiver.<sup>20</sup>

### 1.5.2.3 Intermediary

The intermediary is an important party in the texts of categories 7 and 8. In category 7 the intermediary is the party who asks the protection giver to issue the protection letter, therefore the addressor of the letter. He can state that he will ensure that the promises mentioned in the *logos mpnoute* document are upheld for the protection receiver. In category 8, the intermediary is the addressee of the letter, who is (sometimes implicitly) asked to give a *logos mpnoute* document to the protection receiver. It seems that this letter serves as the actual *logos mpnoute* document. The intermediaries in the corpus can be characterized by a title and their provenance, and are invariably male.

### 1.5.2.4 Document form

With “document form” is meant that the *eis plogos mpnoute* formula opens the document directly (most often after a cross or staurogram) and is not preceded by a letter opening (see below). The name of the protection receiver is then given directly after the *eis plogos mpnoute* formula, and the name of the protection giver in the authority signature. E.g., no. 4: † ΕΙΣ ΠΛΟΓΟΣ | ΝΤΟΟΤΚ̄ ΝΤΟΚ ΔΚ|ΔΣ - *instruction and promise* - ΑΠΑ ΒΙΚΤΩΡ ΠΛΑ|ΩΔΑΝΕ

<sup>19</sup> No. 65.

<sup>20</sup> Nos. 21 and 88. Three, if we take no. 68 (part of the “unclear cases”) into account.

στοιχῆ| | ἐπιλογος. This document form occurs in all categories, except for categories 7 and 8.<sup>21</sup>

### 1.5.2.5 Letter form openings

In all of the categories there are documents which open with an epistolary formula. These formulae can be introductory formulae mentioning the addressor (protection giver) and addressee (protection receiver). E.g., no. 39: + ωνετωμ πλω(ανε) νλο|νγινε εϷσδα̅̅ νβικτωρ | νηλιας χε εις πλογος ννου|τε ντοτκ.<sup>22</sup> Another type of epistolary formula which can open the *logos mpnoute* documents is ζμ πραν μπειωτ μν {πωη}|[π]ωηρε μν πεπν̅̅ ετογλαβ (no. 38) or ζμπραν νπνουτε (e.g. nos. 13 and 17).<sup>23</sup> In many documents in the corpus, the *eis plogos mpnoute* formula is preceded by an opening formula of this type: παρ(α) πετρ(ου) (αυω) σογαι πϷσδα̅̅ νψυρος | ζηλιας χε εις πλογος μπνουτε ντοτκ (no. 9). This epistolary style formula is not mentioned in Biedenkopf-Ziehner's study of the epistolary formulary, but also presents the protection giver as the addressor in the document, and the protection receiver as the addressee.

### 1.5.2.6 Instruction

The instructions reflect (partly) the actions which the protection receiver can or should undertake.<sup>24</sup> The instruction follows the *eis plogos mpnoute* formula and is written in the conjunctive, in the second person. Most often the “Come (to your house)” clause is used, with many variations. E.g. no. 18: ν̅̅γει εζογν | επεκνη. Most, but not all texts have an instruction. In fact, the texts in category 3 were named by Till “protection letters without the order to return”. Other instruction clauses are the “Stay” clause<sup>25</sup> and the “Appear” clause<sup>26</sup>. Other types of instruction often reflect the very specific situations for which the document was written.

### 1.5.2.7 Promise

The promise clauses express the protection which the protection receiver can expect. They are written in the Negative Future III, introduced by χε, in the first person, from the point of view

<sup>21</sup> One exception in category 8 is no. 87, see analysis of category 8.

<sup>22</sup> And variations, see the overview of epistolary introductory formulae in A. Biedenkopf-Ziehner, *Untersuchungen zum koptischen Briefformular unter Berücksichtigung ägyptischer und griechischer Parallelen*, Würzburg, 1983, 225-232 (Tabelle V).

<sup>23</sup> Biedenkopf-Ziehner, “Untersuchungen”, 41.

<sup>24</sup> Also the “exception” gives the protection receiver an instruction, but more implicitly. See below.

<sup>25</sup> E.g. no. 33: ν]̅̅γει εβολ επεκνη νγ]̅̅μοος: “come to your house and stay”.

<sup>26</sup> E.g. no. 31, where this is the only instruction clause, as in nos. 30 and 29: ν̅̅γογων̅̅ εβολ.

of the protection giver. Because they are negative verb forms, the promise clauses express who or what is the protection receiver is being protected from and, therefore, the danger in which the protection receiver would be if he did not have a *logos mpnoute* document. The promises which are used more often are the “Evil” clause,<sup>27</sup> the “Prosecution” clause<sup>28</sup> and the “Ask” clause.<sup>29</sup> Other recurring promises are the “Harass” clause<sup>30</sup> and the “Arrest” clause.<sup>31</sup> The promise clause can protect the protection receiver from the protection giver himself, but also from a (general) third party.<sup>32</sup>

A positive promise which recurs in several documents is the “Observe” clause, in which the protection giver or the intermediary promises that he will make sure that the promises made in the *logos* are upheld. This clause is a recurring feature in the texts of category 7 in particular, but occurs also in no. 17, as part of an oath.<sup>33</sup>

#### 1.5.2.8 Talk, settle, return

Several documents in the corpus contain expressions which describe what will or should happen now that the *logos mpnoute* document is written, apart from the content of any formal instructions and promises. These expressions often refer to interaction between the protection giver or intermediary and the protection receiver. Some documents state that they should “talk” (see below) or “settle”.<sup>34</sup> Moreover, sometimes the protection receiver is given the right to go away again after the interaction, without any problems, if no agreement can be found. A good example is no. 50, ll. 2-5: ΝΓΕΙ ΝΤΑΨΑΧΕ | ΝΜΜΑΚ ΕΙ ΜΕΝ ΑΠΖΩΒ ΑΡΙΚΚΕ ΝΑΚ ΑΧΑΡΙΚ|ΚΕ ΕΨΩΠΕ ΔΕ ΜΜΟΝ ΝΓΒΩΚ ΝΑΚ | ΜΕΤΑ ΚΑΛΟΥ: “Come and I will talk with you. If the thing pleases you, it is well. But if not, go freely (*or: without problem*).” This type of expression is a distinctive characteristic of category 4, but also occur in other documents.

<sup>27</sup> E.g. no. 27: ΧΕ ΝΝΕΝΕΡ ΠΕΘΟΥ | ΝΑΚ: “that we will not do you harm” (literally, “that we will not do evil to you”).

<sup>28</sup> E.g. no. 16: ΧΕ ΕΝ|ΕΠΑΡΑΓΕ ΜΜΟΚ: “that I will not prosecute you”.

<sup>29</sup> E.g. no. 29: ΧΕ ΝΝΕ|ΝΧΝΟΥΚ ΕΛΛΑΥ: “that we will not ask anything of you”.

<sup>30</sup> E.g. no. 17: ΧΝΝΕΙΚΑΥ ΝΑΜΑΖΕ ΜΟΚ ΕΛΛΑΥ ΠΖ[ΩΒ]: “that we will not harass you (for) anything”.

<sup>31</sup> E.g. no. 75: ΧΕ ΝΝΕΛΛΑΥ ΝΡΩΜΕ ΣΟΠ̄: “that no man will arrest him”.

<sup>32</sup> E.g. no. 17: ΧΝΝΕΙΚΑΥ ΝΕΡ ΠΕΘΟΥ: “that I will not let harm be done to you”.

<sup>33</sup> And maybe also in no. 34, if the oath can be reconstructed with the same text as no. 17.

<sup>34</sup> E.g. no. 51, ll. 2-4: ΝΓΕΙ ΕΡΟ| | ΕΚΠΩΛΚ ΜΕΚΠΩΛΛΚ | ΝΓΒΩΚ ΕΠΕΚΜΑ: “Come to me and settle (the case) with me. Not settling, go to your place.”

### 1.5.2.9 Limitation

The limitation appears in the corpus from number 17 onwards. Indeed, for Till it is, together with what is here called the exception (see below) a special characteristic of category 2 and one which distinguishes the latter from category 1. A limitation limits the efficacy of the promise made in the document to a certain period of time. The analyses of the texts in categories 2 and 3 contain more details on the form and content of the limitations.<sup>35</sup>

### 1.5.2.10 Exception

The exception appears often but not necessarily together with a limitation in a number of the documents in the corpus, especially in categories 2 and 3. This exception is expressed in terms of sums of money or specific names of taxes. Here, a promise made in the document seems to be valid, “excepting” the amount or tax stipulated in the exception. Sometimes the interpretation of this passage in the document is quite straightforward, namely when the protection giver promises not to ask anything from the protection receiver, “excepting” a certain amount or a certain tax. But when the text reads: “I will not sue you, excepting...” how is this to be understood? If the protection receiver fails to pay, will he be sued for this sum only or for the, presumably much larger, sum he owed? In any case it seems that the protection receiver is only protected by the *logos mpnoute* document if he manages to pay the sum or tax in question. The analyses of the texts in categories 2 and 3 contain more details on the form and content of the exceptions.<sup>36</sup>

### 1.5.2.11 Doubt clause, Security clause, Mention of drawing up/writing, Mention of signing/subscribing

After the promise clauses, whether or not they are followed by a limitation and/or exception, the *logos mpnoute* documents can contain a “Doubt” clause or “Security” clause, followed by a mention of drawing up/writing of the *logos* and/or by a mention of signing/sealing of the *logos*. E.g., no. 5, ll. 4-6:  $\chi\epsilon\ \eta\eta\epsilon\kappa\alpha\mu\phi\iota\beta\lambda\epsilon\ \lambda\alpha\lambda\epsilon\ \lambda\alpha\sigma\mu\eta\bar{\nu}\ \pi\epsilon\iota\lambda\omicron\gamma(\omicron\varsigma)\ \lambda\gamma\omega\ \lambda\alpha\sigma\tau\omicron\iota\chi(\epsilon\iota)\ |\ \epsilon\rho\omicron\upsilon:$  “so that you do not doubt, we drew up this *logos* and we signed it”.<sup>37</sup> This mention of signing of the *logos* can serve as an authority signature, as is discussed in the analysis of category 2. A very interesting case presents no. 12, ll. 4-5:  $\chi\eta\eta\eta\epsilon\kappa\alpha\mu\phi\iota\beta\lambda\epsilon\ \epsilon\rho[\dots]\ |\ \lambda\iota\beta\omicron\upsilon\lambda\lambda\iota\zeta\epsilon$

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<sup>35</sup> See also Tables 16 and 17.

<sup>36</sup> See also Tables 15 and 17.

<sup>37</sup> An example with a “Security” clause is no. 20, ll. 8-10:  $\epsilon\upsilon\omega\rho\chi\ |\ \eta\lambda\kappa\ \lambda\alpha\sigma\mu\eta\bar{\nu}\ \pi\epsilon\iota\lambda\omicron\gamma(\omicron\varsigma)\ |\ [\lambda]\gamma\omega\ \tau\eta\sigma\tau\omicron\iota\chi\epsilon\iota\ \epsilon\rho[\omicron\upsilon]:$  As an assurance for you we drew up this promise and we signed it”.

ΝΠΕΙΛΟΓΟΣ ΕΠΑΣΟΥΡ: “So that you do not doubt ..., I sealed this *logos* with my ring”. This is the only occurrence of this expression in the corpus. No. 12 is indeed a papyrus document, which could be sealed. The act of sealing authenticated the document, in the same way as a signature would do. It is not clear whether this document was also signed, as the end of the text is lost. It shows, however, the importance which could be given to a *logos mpnoute* document. Moreover, it is reminiscent of the Coptic sealed papyrus travel passes found in TT29, which allowed the carrier of the pass to travel past a certain checkpoint near Djeme.<sup>38</sup>

#### 1.5.2.12 Oath

Four, possibly five documents in the corpus contain an oath.<sup>39</sup> The No. 17, ll. 11-13: ΕΙΩΡΚ ΝΠ[ΝΟΥΡΤΕ Π]ΠΑΝΤΟΚΡΑΤΩ[Ρ] ΤΑΡΕΙΡΟΕ[ΙC ΕΠΕΙΛΟΓΟΣ] | ΝΑΚ ΠΡΟΣ ΤΕΥΘΟΜ: “I swear by God the Almighty that I will observe (this *logos*) for you according to its strength/validity”. Nos. 46 and 34 also contain a similar oath by “God the Almighty”, followed by an “Observe” clause.

On the verso of the ostrakon of text no. 40, a special sort of oath was also written: + ΑΥΩ ΕΙΩΔΑΝΠΑΡΑΒΑ ΜΠΙΛΟΓΟΣ | ΕΠΝΟΥΤΕ ΝΑΠΑΡΑΒΑ ΜΜΟΙ: “And if I will transgress against this promise, so God will transgress against me”.

Oaths do not underscore a monastic or clerical setting. No. 17 was issued by *dioiketes*, no. 35, a fragmentary text which contains the verb ΑΙΩΡΚ and in which an oath similar to those in nos. 17, 34 and 46 could possibly be reconstructed, by an *ape*, and nos. 40 and 46 by *lashanes*.

#### 1.5.2.13 Authority signature

With this clause, the protection giver agrees with the terms of the *logos mpnoute* document. The authority signature is written at or near the end of the document, but is sometimes lacking, e.g. when there is a mention of signing of the *logos*. An interesting case is no. 46, a document issued by two *lashanes*, in which they both sign in their own hand.

#### 1.5.2.14 Scribal signature

Of the 61 texts in the corpus which are complete enough to ascertain whether they contain a scribal signature or not, 14 do. These 14 texts are all included in the first 5 categories of Till’s categorization. Many of these texts are signed by (known) scribes come from Djeme, and are

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<sup>38</sup> Boud’hors, “L’apport”. Moreover, P.Laur. III 125, which has been published after the publication of *Schutzbriefe*, is a *logos mpnoute* document on papyrus, with a *locus sigilli* on the verso, which also bears the address.

<sup>39</sup> Nos. 17, 34, 40, 46 and possibly 35.

issued there by the office of the *lashanes*. This often allows precise dating, but also gives valuable information on the production of the *logos mpnoute* documents.

#### 1.5.2.15 Address

Addresses are very rare in the corpus, but are very prominent in category 7 (and 8).<sup>40</sup> This is maybe not surprising as the documents in those categories are intended as letters to be sent. This stark contrast could suggest that the *logos mpnoute* documents of the other categories were not meant to be sent, even if they had epistolary opening formulae, but it is of course impossible to prove this.

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<sup>40</sup> E.g. in no. 51: ΤΑΣ ΝΑΝΔΡΕΑΣ | ΖΙΤΝ ΜΩΥΧΗΣ | ΜΝ̄ ΘΕΟΚΖΙΣ. The addresses are of the type ΤΑΣ Ν+Χ ΖΙΤΝ Υ and variations, see the overview in Biedenkopf-Ziehner, “Untersuchungen”, 204-205 (Tabelle I).

## 2 ANALYSIS

### 2.1 ANALYSIS – CATEGORY 1: “ALLGEMEIN GEHALTENE SCHUTZBRIEFE” (4-16)

#### 2.1.1 STRUCTURE

In the following paragraphs, aspects of the structure of all 13 texts in this category will be examined. The focus will be on the similarities and differences in the structure of these documents.

First, however, in order to understand if there is some type of constant succession of certain elements in these texts, the documents with (almost) complete texts will be examined to that effect. Those complete texts – of which we have at least a substantial part of all lines – are nos. 4, 5, 8, 10, 11 and 16.

What they all have in common is, not surprisingly, the appearance of the *eis plogos mpnoute* formula somewhere in the text, e.g., no. 10, l. 2-3: ΕΙΣ ΠΛΟΓ(ΟC) ΜΠΝΟΥΤΕ | ΝΤΟΟΤΚ. However, in no. 11, the addition of ΜΠΝΟΥΤΕ is not written.

Another structural characteristic that these texts have in common is the fixed succession of three elements: the *logos mpnoute* formula, then the instruction clause, then the promise clause, except in no. 5, which, interestingly enough, does not have a promise clause.

In all of the documents there is also a signature of the protection giver (“authority signature”) or a reference to the signing of the document.

There are different ways in which these documents open. A number of them start with a cross, followed immediately with the *logos mpnoute* formula and the name of the protection receiver. This is the case for nos. 4, 5, 7, 8, 14 and 16.

Another type of opening of these texts can be found in nos. 9, 10 and possibly 6. There, the *logos mpnoute* formula is preceded by an epistolary style greeting ΠΑΡ(Α) ΠΕΤΡ(ΟΥ) (ΔΥΩ) ΣΟΥΔΙ ΠΨΥΡΟΣ ΞΗΛΙΑC “From Petros and Swai, he writes to Psyros, son of Elias” (no. 9). In no. 11, the text starts simply with ΕΠΕΙΔΗ, which is used in letters to introduce the subject matter of the letter, whether it is preceded by an opening greeting or not. As such, it can be translated as “since/as/because” or it can be left untranslated. After an introduction which states the pretext for the issuing of the document, the *logos mpnoute* formula is introduced by †ΝΟΥ “well/now”.

Some of the texts in this category also have a “Doubt” clause, and in one document, no. 15, “Security” clause is attested: ll. 1-4: ΕΥΩΡΧ Ο | [ΥΝ ΔΙCΜ]Ν ΠΙΛΟΓΟC ΝΑΚ ΕΨΟΡΧ | [ΕΨΜCΜCΜ Ξ]Μ ΜΑ ΝΙΜ ΕΥΝΑΜΦΔ|[ΝΙΖΕ ΜΜΟΨ ΝΞ]ΗΨ ΟC ΠΡΟΚ: “...so as assurance/guarantee/security I

drew up this promise for you, that is valid/binding/secure and operative in every place where it will be shown as it is written.”

Usually, these documents are signed with a signature of the protection giver. In nos. 4, e.g., this comes right after the promise clause, and is the last element of the text: ll. 7-9: **ΑΠΑ ΒΙΚΤΩΡ ΠΛΑ|ΩΔΑΝΕ †ΣΤΟΙΧΕΙ | ΕΠΕΙΛΟΓΟΣ**. Nos. 5 and 10 have a scribal signature: no. 5, ll. 7-/**ΨΑΤΕ ΠΙΣΡΑΗΛ | ΔΙΣΜΝ ΠΕΙΛΟ<sup>Γ</sup>**; no. 10, ll. 8-9: **† ΑΡΙΣΤΟΦ(ΑΝΗΣ) | ΕΓΡΑΨΑ**. In this category, there is one text which seems to have an address, no. 13 (a document on papyrus, with fragments of an address on the verso). A number of these texts have legible dates, of which one is written in Greek (no. 8).

### 2.1.2 CONTENT

In three cases, the protection givers in the texts of this category are characterized, apart from by their name, also by a title. A *lashane* issues nos. 4 and 15. In no. 10 the title of the pair of protection givers is not given, but it is highly likely that they are the *lashanes* of Djeme, as the text was written by Djeme scribe Aristophanes. In no. 16, the protection giver is Kollouthos, a soldier, which is a unique attestation of this profession in the corpus.

In the fragmentary text no. 11, introduced by the epistolary expression **ΕΠΕΙΔΗ** and written as a letter, an intermediary party is mentioned, namely Apa Apion and Abraham, who (probably) informed the addressor of the letter that the protection receiver needed a *logos mpnoute* document, which forms the bulk of the letter.

The protection receivers in this category are mostly named by their name only. In no. 11, however, the protection receiver is the priest of Terkot, who had fled, and the people who are with him (see 2.1.3).

The most common instruction in these texts is the “Come” clause, but the “Appear” clause and the “Stay” clause also occur. In no. 16, the instruction clause is interesting. There is no “Come” clause, but an “Appear” clause. The following clause: “turn”, does not seem formulaic as it is not further attested in the corpus. If it means something like “turn around”, “go back”, it is however, reminiscent of the so-called “invitations” of category 4. But could it also mean “go round”, as in going round in a certain place where he is supposed to collect his part of the gold? The instruction that the protection receiver Mathios take his part of gold (not specified how much) is also unique in the corpus.

The promise clauses protect the protection receivers from evil, both from the part of the protection givers themselves, and from the part of a third party. Apart from that, there are also “Prosecution” promise clauses.



### 2.1.3 FUNCTION

According to *Schutzbriefe* and to Delattre,<sup>41</sup> these texts were all issued on behalf of fugitives, in order to let them return home safely. Only twice, however, is this made explicit. In no. 11, a letter containing a *logos mpnoute* document, the protection giver tells the protection receivers that he had been informed  $\chi\epsilon \lambda\tau\epsilon\tau\bar{\nu}\beta\omega\kappa \nu\eta\tau\eta$  (l. 3): “that you (plural) went away”, after which he adds the *logos mpnoute* document. No. 12, l. 4, contains  $\lambda\kappa\eta\omega\tau$ , right before the “Doubt” clause. The text is fragmentary but it is safe to conjecture that the preceding promise clause was of the “Evil” type, followed by  $\chi\epsilon \lambda\kappa\eta\omega\tau$ , “because you fled”. While the act of sealing of this papyrus document no. 12 is reminiscent of the TT29 travel passes, it certainly did not have the same function, as it explicitly addresses a fugitive. The instruction clauses of the “Stay” type used in nos. 4, 7 and 8 may indicate that the protection receivers to whom they were addressed were “flight risks”.

Nos. 11 and 13 give important clues regarding the process of production and circulation of the *logos mpnoute* documents. In the case of no. 13, the address on the verso on the papyrus seems to indicate that it was meant to be sent to someone. It is, however, the only document in this category with an address, and one out of two of these documents outside of categories 7 and 8. No. 11 shows how an intermediary party told the protection giver that the protection receivers “went away”. Whether or not the intermediary party asked the protection giver to issue the *logos mpnoute* document on behalf of the protection receiver, that is exactly what the protection giver does in his letter.

While Till calls the protection receiver Mathios in no. 16 a "Flüchtling", this interpretation does not seem to follow unambiguously from the wording of the text. However, the document protects him from prosecution by the soldier Kollouthos, the protection giver. It seems rather implausible that Mathios would be a fugitive if he had the right to some gold (unless he had other debts and this promise from Kollouthos is just part of the solution). How significant is the use of only an "Appear" clause, without an actual "Come (to your house)" clause? Maybe “Appear” does not have to be interpreted as “come out from your hiding place”, but simply “show yourself”, “show up”. In that case this document could simply be a promise to let the protection receiver have what is rightfully his, solving a very specific issue of a personal nature. (Till states that this seems to be a completely private document, but does not explain why.)

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<sup>41</sup> Delattre, “Lettres”.

## 2.2 ANALYSIS – CATEGORY 2: “SCHUTZBRIEFE MIT VORGESEHENEN AUSNAHMEN” (17-41)

### 2.2.1 STRUCTURE

The opening of the texts in this category varies: all of the texts which are complete enough to assess the opening, start with a cross, but after that can follow either a letter style opening,<sup>42</sup> or the *eis plogos mpnoute* formula. Five texts open with the *para* opening.<sup>43</sup>

All of these documents contain an *eis plogos mpnoute* formula, an instruction clause and a promise clause. They also share the characteristic that they contain an exception or a limitation, or both.

In seventeen texts either a “Doubt” or “Assurance” clause survive, which is then always followed by a mention of signing and/or drawing up of the *logos*. In category 1 the “Doubt” clause was also prominent, but in the other categories these clauses are rather rare, especially the “Assurance” clause.<sup>44</sup> Nine documents have surviving authority signatures,<sup>45</sup> while in nine others the mention of signing the *logos* after the “Doubt” or “Assurance” clause appears, but an authority signature does not. Probably the mention of signing could function as an authority signature, although there does not seem to have been a strict rule: some documents have both mention of signing and authority signature,<sup>46</sup> others have neither, although they seem to be complete texts.<sup>47</sup> However, the four documents which are lacking a mention of signing and which are complete enough to check the absence or presence of these structural elements, show an authority signature.<sup>48</sup> This might seem like overanalysing the structure of

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<sup>42</sup> None of the documents in this category contain an actual address. The presence of an address in the documents occurs only twice in categories 1 to 6.

<sup>43</sup> Nos. 22, 27, 28, 29, 30. Nos. 22, 28 and 30 explicitly state that their provenance is Djeme. The rest of the structure of these documents is also very similar. Nos. 27 and 28 even have exactly the same structure, complete with scribal signature. This is not very surprising as they are both written by the Djeme scribe Aristophanes and were issued by the *meizoteroi* of the village. No. 22 does not contain a scribal signature but is issued by the Djeme *meizoteroi* and presents the exact same structure as nos. 27 and 28.

<sup>44</sup> Category 1: nos. 5, 7, 8, 10, 11, 12 (“Doubt”) and 15 (“Assurance”); category 3: no. 43 (“Doubt”); category 4: no. 54 (“Doubt”); category 5: nos. 56 (“Assurance”) and 59 (“Doubt”); category 7: nos. 73 and 76 (“Doubt”).

<sup>45</sup> In five cases the texts are too fragmentary to ascertain whether it had an authority signature or not.

<sup>46</sup> Nos. 25, 32 and 33.

<sup>47</sup> In this category no. 30, although it contains a mention of drawing up the *logos*. It is also not entirely certain that the text stopped after this mention of drawing up, according to Till’s edition.

<sup>48</sup> Nos. 18, 19, 35 and 39.

these documents, but ultimately pertains to the question of what made these documents authoritative and performative. In the case of the *logos mpnoute* documents, which are generally devoid of rhetorical strategies, an important role seems to be played by certain structural elements. It becomes clear that some sort of reference to the signature of the protection giver was of high importance in the documents, but that the mention of signing might remove the need for an authority signature, although it does not do so always.

No. 20 is structured in a way that is divergent from the rest of the documents in this category. First, the promise clause is written between two crosses on the verso of the document, almost as an afterthought: the text on the recto seems complete as it finishes with a date and a cross. Second, the instruction reads, on ll. 3-8: ΝΓΕΙ ΕΞΟΥΝ | ΕΠΕΚΗ ΝΓ† ΟΥΖΟΛΟ|Κ/† ΝΠΟΥΥ: “Come to your house and give a *holokottinos* today”.<sup>49</sup> Although it is not written in the usual form of the exceptions in these documents and is rather written as an instruction clause (conjunctive second person singular), this mention of the *holokottinos* which needs to be paid can be interpreted in the same way as the regular exceptions, namely as a sort of qualification of the promise of protection, a condition which needs to be fulfilled in order for the protection to be maintained.

### 2.2.2 CONTENT

The protection givers in the documents of this category are never characterized by their patronymic, but in six cases by their title only and in five other cases by their title and provenance. Most of the titles of the protection givers point to their role as non-clerical authorities. In nos. 22 and 28 the protection givers are called the *meizoteroi* of Kastron Memnonion (Djeme).<sup>50</sup> No. 27, written by the same scribe as no. 28, was also issued by the *meizoteroi* of Djeme, but the mention, although most probably written, of the village, does not survive. No. 23 is very fragmentary but again written by the same Djeme scribe Aristophanes. Therefore it is safe to say that this document also was issued by the *meizoteroi* or *lashanes* of that village. In no. 24 the protection givers are described as ΝΛΔΩΝΙΥ ΜΠΚΑΣΤΡΟΝ ΝΧΗΜΕ “the *lashanes* of Kastron Djeme”. No. 39 is issued by a *lashane* called Shenetom from the village Longine. Nos. 32 and 40 are also issued by a *lashane*. No. 19, from Djeme, bears the authority signature of a headman: no. 19, l. 7: ΠΑΠΝΟΥΤΕ ΠΑΠΗ †ΣΤΟΥ|Χ/ : “I, Parnute, the headman, sign”. So does possibly the fragmentary text no. 35, although Till interprets ΠΑΠΗ

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<sup>49</sup> Till translates “to Poow”.

<sup>50</sup> In no. 22 also a certain Leontios, not further characterized, has the role of protection giver.

on l. 7 as a personal name.<sup>51</sup> In one text the protection givers comes from a monastic background, as in no. 31 the protection giver is a priest and *hegoumenos*: no. 31, ll. 1-3: ΚΥΡΙΑΚ(Ο)Σ ΠΕΠΡΕ(ΣΒΥΤΕΡΟ)Σ ΛΥΩ | ΠΖΕΓΟΥΜΕΝΟ)Σ ΜΠΤΟΥΟΥ Ν̄ΧΗ|ΜΕ ΕΙΣΖΑΙ ΜΨΜΩ ΠΜΟΝΟΧ(Ο)Σ: I, Kyriakos, the priest and hegoumenos of the mountain of Djeme write to Psmo, the monk.<sup>52</sup> Although it is interesting to note that the structure follows almost exactly that of the documents issued by the village officials of Djeme, the characterization of the protection giver and receiver places this text firmly in a monastic setting.

The protection receivers in the documents in this category are characterized, apart from by their name, mostly by their patronymic. On the contrary, only once is a title given, namely in the case of the monk in no. 31, cited above, and also only once is the provenance of the protection receiver mentioned: in no. 28 the *meizoteroi* of Djeme issue the *logos* on behalf of ΠΕΨΑΤΕ ΝΖΗΛΙΑ)Σ ΠΡΜ ΧΗ|ΜΕ: “Peshate, son of Elias, of Djeme” (no. 28, l. 2). Thus, the way in which the protection receivers are characterized in these documents is the complete opposite of how this is done for the protection givers (see above). Most of the documents that contain the patronymics of the protection receivers are also those certainly issued by village officials, and vice versa.

The instruction clauses in the documents in this category are predominantly of the “Come to your house” type. In six cases, however, this instruction is accompanied by another. Some of these are known from other documents in the corpus. E.g., no. 33, ll. 4-5 reads Ν]ΓΓΕΙ ΕΒΟΛ ΕΠΕΚΗΙ ΝΓ]ΖΜΟΟ)Σ: “come to your house and stay”.<sup>53</sup> Another instruction in this category which occurs more often in the corpus is the “Appear” clause. E.g., no. 27, ll. 4-5: Ν̄ΓΓΕΙ ΕΖΟΥ- Ν ΕΠΕΚΗΙ Ν̄ΓΟΥΩΝ)Σ ΕΒΟΛ: “Come to your house and appear”.<sup>54</sup> This “Appear” instruction occurs without the preceding “Come” instruction in nos. 29, 30 and 31: e.g. the phrasing of no. 30, l. 3-5: ΕΙ)Σ ΠΛΟΓΟ)Σ ΜΠΝΟΥ)ΤΕ | ΝΤΟΥΟΤΚ ΝΓΟΥΩΝ)Σ ΕΒΟΛ | ΧΕ ΝΝΕΝΡ ΠΕΘΟΥΟΥ ΝΔΚ: “Here is the promise by God for you. Appear, that we will not do evil to you.” In no. 17 the protection receiver is told to go to his house and do his work, which is an instruction also occurring in some variations in category 1. In a similar manner, the instruction clause in no.

<sup>51</sup> No. 35, l. 7: ...]Δ ΠΑΠΗ †)ΣΤΟΙΧΕ. Till does let the door open for Schiller’s interpretation that it is the title.

<sup>52</sup> No. 38 is signed probably by an “Apa Dios”, which could indicate a monastic or clerical background, but does not necessarily do so.

<sup>53</sup> This instruction also occurs in several documents of category 1 (nos. 4, 7 and 8), and once in both categories 4 (no. 52) and 7 (71).

<sup>54</sup> This instruction also occurs category 1 (nos. 6 and 16).

32 reads: ΝΓΕΙ ΕΞΟΥΝ ΕΠΕΚΗ ΝΓΤΑΚΟΝΕΙ: “come to your house and serve”.<sup>55</sup> What this service was, remains unclear. No. 40 is the only document in which the instruction indicates a freedom of movement, other than a journey home, for the protection receiver: ΝΓΕΙ ΕΞΟΝ ΕΠΕΚΗ ΝΓΒΩΚ ΕΝΖΗΤ | [Ν]ΓΒΩΚ ΕΡΗΣ: “come to your house and go North and go South”.

The promise clauses in these texts are rather varied. A number of texts promises the protection receiver the general protection against evil, from the protection giver himself (nos. nos. 27, 30 and 31), from a third party (no. 17) or from any evil in general (nos. 31, 33, 40). Only in no. 33 this is the only promise clause, in the other documents this general protection is followed by another type of protection. In one of them, no. 27, this is a protection against prosecution by the protection giver himself, which occurs also in 22, 24, 26 and 28. Protection against prosecution from a third party is promised in no. 41. This type of protection usually stands on its own. Two documents, nos. 17 and 20, protect the protection receiver against *αμαξε*, possibly a form of harassment, but the verb also means “to arrest”.<sup>56</sup> But the best represented type of promise of protection in this category 2 is the “Ask” type. It occurs in twelve documents, generally not accompanied by another type of promise of protection, except in nos. 31, 39 and 40. The “Ask” clause is always written from the point of view of the protection giver, in the first person. The documents in this category contain some other types of promises as well. No. 32 protects the protection receiver against transgressive behavior from a third party: no. 32, ll. 5-6: *χε ενενσυγχωρει νλαγε | νρωμε επαρελθε*<sup>57</sup> *μμοκ*: “that we will not allow any man to transgress against you”. No. 38 is rather fragmentary but does contain, in the middle of what is clearly a promise clause, the verbal form *ννενστοιχει*: “we will not sign/agree to”. Do the protection givers, among whom there is at least someone called *Apa Dios* (see above), promise here not to sign a document which could harm the protection receiver in some way?

As has been mentioned in the discussion of the structure of the documents in this category, all of the documents contain a limitation of the promised protection,<sup>58</sup> or an exception to the

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<sup>55</sup> In his edition, Crum translates ΝΓΤΑΚΟΝΕΙ with “do your business”. Till translates “versieh deinen Dienst”.

<sup>56</sup> This type of protection only occurs once more in the corpus, namely in no. 49 (category 3). For Till’s interpretation of the meaning of this word, see his note 5 to no. 17. The word also occurs in no. 84, but outside of the structure of a *logos mpnoute* document.

<sup>57</sup> Förster only mentions 2 occurrences of this verb: this *logos mpnoute* document and a letter: P. Ryl. Copt. 289. This no. 32 contains other words that are unique instances in the corpus, see the citation above of the instruction clause containing ΝΓΤΑΚΟΝΕΙ.

<sup>58</sup> Nos. 32, 33, 34 and 37.

promised protection,<sup>59</sup> or both.<sup>60</sup> The following paragraphs will present how these limitations and exceptions are expressed in the *logos mpnoute* documents of this category.<sup>61</sup> It is most common in this category that the texts contain either an exception to the promised protection, or a combination of a limitation of that protection with an exception to it.

As is shown in Tables 15 and 17, the exception can be introduced in several ways, but most often by the prepositions *εΙΜΗΤΙ* or *ΩΔ*. They are preceded by promise clauses of the “Ask” and “Prosecution” type.<sup>62</sup> The exceptions are often expressed as amounts of money, ranging from half a *trimession* (no. 28) to a *holokottinos* (no. 18). But the exceptions can also be expressed as terms denoting a (specific) tax, e.g. the *demosion* (nos. 21 and 25) or *ousike* (no. 29). This amount of money or this specific tax was presumably still to be paid by the protection receiver in order for the protection offered in the document to be maintained. But this condition is at times also expressed in different, and often rather vague, ways. E.g., in no. 17, the protection receiver is protected from a certain type of misbehavior from a third party (the verb of the promise clause cannot be reconstructed) with regards to “anything other than your fair share”: no. 17, l. 7: *εΛΛΥ ΠΑΡΑ ΠΕΚΔΙΚΑΙ[ΟΝ...]*. The protection giver assumes that the protection receiver knows what his “fair share” is. A similar case is no. 19, in which the protection giver promises not to ask anything from the protection receiver, “except for a single share”: no. 19, l. 6: *ΩΔ ΟΥΤΟΕ ΝΟΥΩΤΕ*. In some cases the texts explicitly indicate that the protection receiver needs to pay something, as e.g. In no. 31, where a “normal” exception introduced by *ΩΔ* is followed by *ΝΓΑΤ | ΠΤΡΙΜ(ΕCΣΙΟΝ)*: “and pay a trimession”. The fragmentary text no. 23 contains a slightly more implicit instruction to pay, on ll 2-3: *ΩΔΝΤΚΠΛΗΡΟΥ | ΠΕΙΣΟΛΟΞ ΝΤΙΜΙΝΕ*: “until you pay this *holokottinos* of this (abovementioned) type.”

The limitations of the protection refer mostly to periods of time (years) and certain forms of taxation or more general matters. In no. 32 both occur: *ΖΔ ΣΕΛΛΥΕ ΖΝ ΤΡΟΜΠΕ ΟΥΔΕ | ΖΔ ΣΕΛΛΥΕ ΝΠΡΑΓΜΑ*: “on account of anything else in this year nor on account of any other business.” The limitations are most often introduced by the prepositions *ΖΝ* (“in”) and *ΖΔ/ΖΙ* (“on account of”).<sup>63</sup> E.g., a protection giver can promise not to “Ask” or “Prosecute” a

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<sup>59</sup> Nos. 17, 18, 19, 21, 22, 23, 26, 28, 29, 30 and 31.

<sup>60</sup> Nos. 24, 25, 27, 35, 36, 38, 39, 40 and 41.

<sup>61</sup> See also the discussion of category 3.

<sup>62</sup> See the discussion in of category 3.

<sup>63</sup> *ΖΔ* and *ΖΙ* are used in the same way in the actual tax receipts, e.g. in the texts in Delattre-Vanthieghem, “Sept Reçus”.

*ΖΙ* Only occurs in this category in no. 27, *ΖΙ | ΠΕΙΣΖΑΓΙΝ*, on account of this *exagion*.

protection receiver  $\Sigma\Delta$   $\tau\epsilon\iota\rho\omicron\mu\pi\epsilon$ , “on account of this year” (no. 40) or  $\Sigma\bar{\nu}$  |  $\tau\rho\omicron\mu\pi\epsilon$   $\tau\eta\rho\varsigma$ , “in this entire year” (no. 35).<sup>64</sup> Taxes mentioned are the *diagrafon* (poll tax)<sup>65</sup> and possibly *diple* in no. 25, the *demotion*<sup>66</sup> (of a specified year) in no. 38.<sup>67</sup> Other types of requisition, namely of services, are mentioned in nos. 39 and 41. The fragmentary text no. 41 seems to limit the promise of protection against prosecution  $\Sigma\Delta$   $\nu\omicron\varsigma$   $\bar{\nu}$   $\lambda\lambda\lambda\lambda\gamma\eta$  “on account of a great liturgy”.

No. 39 is a generally interesting document in terms of content. It is issued by Viktor, the *lashane* of Longine, but the protection givers in the texts are referred to in the first person plural. The instruction clause is a simple “Come” clause, and the rest of the text is taken up by three promises of protection and their limitations and exceptions, which are quite unusual, even in this variegated group of texts. Below, these three promises are cited and discussed.

1. (ll. 5-11)  $\chi\epsilon$   $\nu\bar{\nu}\epsilon\bar{\nu}\chi\bar{\nu}\omicron\gamma\kappa$   $\epsilon\lambda\lambda|\delta\gamma$   $\epsilon\iota\tau\epsilon$   $\kappa\alpha\kappa\epsilon$   $\epsilon\iota\delta\epsilon$   $\delta\eta\gamma\alpha|\rho\acute{\iota}\alpha$   $\epsilon\acute{\iota}\mu\eta\tau\epsilon$   $\epsilon\acute{\iota}\pi\epsilon\tau\alpha|\rho\omicron\kappa$   $\mu\alpha$   
 $\nu\pi\omega\lambda\lambda\iota\omicron\gamma$  |  $\omega\delta\alpha\bar{\nu}\tau\omicron\gamma\varsigma\omega\rho$   $\tau|\mu\epsilon\zeta\varsigma\upsilon\bar{\nu}\tau\epsilon$   $\kappa\alpha|\tau\alpha\beta\omicron\lambda\eta$   $\epsilon\beta\omicron\lambda$

“that we will not ask you anything, nor bread,<sup>68</sup> nor service,<sup>69</sup> except for what you owe to the *shaliu*, until the second instalment has been distributed”

In no other text of the corpus is the not asking of bread part of the protection offered.<sup>70</sup> Moreover, the protection receiver apparently has a debt with a tax official,<sup>71</sup> and that debt still needs to be paid.

2. (ll. 12-20)  $\delta\gamma\omega$   $\nu\bar{\nu}\epsilon\bar{\nu}$  |  $\kappa\alpha\delta\delta\gamma$   $\epsilon\iota|\varsigma\omega\rho$  |  $\lambda\lambda\delta\gamma$   $\nu|\bar{\nu}\omega\beta$   $\epsilon\beta\omicron\lambda$  |  $\epsilon\iota\chi\omega\kappa$   $\epsilon\acute{\iota}\tau|\beta\epsilon$   $\nu\bar{\nu}\omicron\varsigma$   $\nu\rho\omega|\mu\epsilon$

“and we will not allow to be distributed anything upon you on account of/from the part of the great men”

What would be distributed is not clear, but it is interesting to note that the *lashane* can and will overrule the authority of the “great men” of the village.

3. (ll. 20-22)  $\delta\gamma\omega$   $\omicron\bar{\nu}$   $\epsilon\bar{\nu}\omega$  |  $\delta\alpha\bar{\nu}\epsilon\acute{\iota}$   $\epsilon\acute{\iota}\theta\eta$   $\omicron\bar{\nu}$   $\epsilon\bar{\nu}\bar{\nu}\alpha|\rho\omicron\epsilon\iota\varsigma$   $\pi\alpha\delta\iota\kappa\alpha\acute{\iota}\omicron\bar{\nu}$   $\nu\bar{\mu}\mu\alpha\kappa$

“and again if we remain in function we will observe the just thing for you.”

<sup>64</sup> See also no. 37, where probably the same limitation of one year is expressed in a different way:  $\omega\delta\alpha$   $\kappa\epsilon\rho\omicron\mu\pi\epsilon$  “until another (*i.e. next*) year”.

<sup>65</sup> See Delattre-Fournet, “Reçus”, 216.

<sup>66</sup> See Delattre-Fournet, “Reçus”, 216.

<sup>67</sup> Also in the limitation in no. 33 most probably the specific year is mentioned:  $\nu\bar{\nu}$   $\tau\rho\omicron\mu\pi\epsilon$  |  $\pi\rho\omicron\sigma\tau\eta$ : “of/in this first (?) year”. See the note to this expression in Table 16.

<sup>68</sup> In Crum Dict.  $\sigma\alpha\lambda\sigma\epsilon$ : “baked loaf, cake”.

<sup>69</sup> Within the corpus, this term is also attested in no. 58, in which a camel driver is promised that no other service will be required of him.

<sup>70</sup> But see no. 86, in which the protection givers promise that they will cancel the protection receiver’s debt for an amount of wine.

<sup>71</sup> This is the only text in the corpus in which the *shaliu* is mentioned.

This is a very general promise of “justice” for the protection receiver. The word choice is reminiscent of the “Observe” clause.



### 2.2.3 FUNCTION

A number of the documents in this category seem to have been issued on behalf of fugitives. In the promise clauses of these texts the subordinate clause  $\chi\epsilon$   $\lambda\kappa\eta\omega\tau$  “because you fled”, is sometimes added, to an “evil” promise clause.<sup>72</sup>

A large number of the documents in this category were issued from the office of village officials. The *lashanes* or *meizoteroi* from Djeme issue documents with similar, almost uniform structure, which is most clear in nos. 22, 27 and 28. No. 29 might come from the same context. The texts show that the village officials not only had the authority to distribute and collect taxes that were imposed by the government. They also had the authority to exempt people from certain taxes for certain periods and to decide on how much people still needed to pay.

## 2.3 ANALYSIS – CATEGORY 3: “SCHUTZBRIEFE OHNE AUFFORDERUNG ZURÜCKZUKEHREN” (42-49)

### 2.3.1 STRUCTURE

What sets these texts apart from the texts previous categories and indeed from most of the other texts in the corpus is the fact that none of them contain a formal instruction clause.<sup>73</sup> In fact, they do not contain any kind of order to the protection receiver, unless the exceptions to the promises in the documents are to be interpreted as implicit instructions (see below).

Except for no. 49, which is too fragmentary, all documents contain a promise clause, and all of them contain an exception and/or limitation to that promise.<sup>74</sup> A limitation is present in every document.

Other notable structural points are, first, that half of the documents (nos. 43, 46, 48 and 49) have letter form openings. Second, three texts, moreover those in this category whose

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<sup>72</sup> Nos. 17, 25, 27, 31, and 38. See also no. 12 in category 1.

<sup>73</sup> The other documents in the corpus which do not have formal instruction clauses are nnos. 58, 60, 61, 62, 63 (category 5); 67, 68 (category 6); 80 (category 7); 89, 103 (category 8).

<sup>74</sup> See in particular the documents in category 2.

provenance is certain to be Djeme, have scribal signatures.<sup>75</sup> Third, one text, no. 46, in letter format, contains an oath.

No. 43 is the only document which has the combination of a doubt clause, mention of drawing up and mention of signing, a date, an authority signature and scribal signature. It is not surprising, with this specific combination of structural elements, that this document was issued by the office of the *lashanes* of Djeme (see below “Content”).

While these documents share, apart from the uniform absence of the instruction clause, the presence of exceptions and/or limitation to the promise clause, none of them have the exact same structural makeup.

### 2.3.2 CONTENT

Titles of the protection givers are given and legible in nos. 43, 44 and 46. No. 43 is issued by Swai and Zebedaios, “*dioiketeis* of Kastron Memnonion”. In no. 44 three people act as the protection givers: signing the document are Senouthios, headman (l. 7:  $\pi\alpha\pi\epsilon$ ) and “Joseph and Pheu”, signing their name without adding a title. As the document is then also signed by the known Djeme scribe Psate, son of Pisrael,<sup>76</sup> it is plausible that Joseph and Pheu are the *lashanes* of Djeme. The same arguments can be used for no. 42, which comes from Djeme, is issued by “Antonios and Swai” and signed by the known Djeme scribe Joannes, son of Lazaros: Antonios and Swai are most probably the *lashanes* of Djeme, and the document is issued from their office. In no. 46 the protection givers are named as the *lashanes* (ll. 1 - 4:  $\alpha\beta\rho\alpha|\lambda\alpha\mu\ \bar{m}\bar{n} | \sigma\epsilon\upsilon\eta\rho\omicron\varsigma\ \bar{n} | \lambda\lambda\omega/\omega/$ ), but the name of their village is not mentioned.

Of the protection receivers we only know their names, and twice (nos. 43 and 44), a patronymic. It is perhaps not a coincidence that both these texts were issued by village officials and written by professional scribes, giving the document a distinctively formal and official character, in which the use of the patronymic to identify people also fits.

The most important aspects of the content of the clauses in these texts are the promise clauses and the nature of their relationship with the limitations and exceptions which follow them. Unfortunately, in no. 48, which altogether seems to be an exceptional text because of its particularly private character (see below), the verb of the promise clause is lost. Protection against prosecution occurs in the 3 documents from Djeme (nos. 42, 43 and 44). E.g. no. 44,

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<sup>75</sup> These scribes are all known from other documents. For a very recent study of scribal practice in Djeme, with an overview of the known scribes but with a focus on Aristophanes, son of Johannes, see J. Cromwell, *Recording Village Life. A Coptic Scribe in Early Islamic Egypt*, Ann Arbor, 2017.

<sup>76</sup> Psate, son of Pisrael signs also no. 64 (and 106, 107).

ll. 3-6:  $\chi\epsilon$   $\epsilon\bar{\nu}\epsilon\bar{\nu}$ | $\pi\alpha\rho\alpha\gamma\epsilon$   $\mu\mu\omicron\kappa$   $\alpha\iota$   $\lambda\lambda\upsilon$   $\alpha\iota$   $\tau\epsilon\iota$ | $\rho\omicron\mu\pi\epsilon$   $\Delta\epsilon\upsilon\tau\epsilon\rho\alpha$   $\nu\zeta\alpha$   $\omicron\upsilon\pi\alpha$ [ $\psi\epsilon$ ] |  $\nu\tau\iota\mu\delta$ : “that we will not sue you on account of anything on account of this second year, except for one trimession.” In nos. 45, 46 and 47 the protection givers promise that they will not ask anything from the protection receiver, followed in nos. 45 and 46 by a limitation expressed in a certain year and an exception expressed in an amount of money. E.g. no. 46, ll.  $\chi\epsilon$   $\epsilon\bar{\nu}\bar{\nu}$ | $\chi\bar{\nu}\omicron\upsilon\gamma\kappa$   $\epsilon\lambda\lambda\alpha\upsilon$  |  $\alpha\iota$   $\tau\epsilon\iota\omicron\mu\pi\epsilon$   $\epsilon\kappa$ | $\tau\eta$   $\nu\zeta\alpha$   $\omicron\upsilon\zeta\omicron\lambda\omicron\kappa$ / |  $\mu\bar{\nu}$   $\omicron\upsilon\tau\iota\mu$ / : “So/that/and we will not ask you anything on account of this sixth year except a *holokottinos* and a *trimession*”. No. 49 is very fragmentary but contains in l. 6 the verb  $\Delta$ ]  $\mu\alpha\zeta\tau\epsilon$ , “harrass” which occurs in promise clauses in nos. 17 and 20 from category 2. Two other types of protection offered are a protection against arrest by the protection giver: no. 47, ll.  $\nu\tau\eta$ | $\kappa\alpha\pi\kappa$ <sup>77</sup>: “we will (not) arrest you” and against overpowering (?) by a third party: no. 45.  $\mu\bar{\alpha}\iota\kappa\omega$   $\rho\omega\mu\epsilon$  |  $\epsilon\zeta\omicron\mu$   $\epsilon\rho\omicron\kappa$ : “I will not let a man overpower (?<sup>78</sup>) you”. The latter expression is unique in the corpus, while the former occurs once more in no. 75.<sup>79</sup> It is interesting to note that none of these texts contain the general (or vague) protection against “evil”.

In the examples quoted above the limitation of the promise is expressed in a certain year, which is the present (“this”) year but is also defined by its indiction number. In all but two of the texts the validity of the promise is limited to a certain year.<sup>80</sup> In no. 47, however, the protection giver specifies – and therefore limits – what he promises not to ask from the protection receiver (and his dependents) in a different manner:  $\chi\epsilon$   $\nu\eta\epsilon\iota$ | $\chi\bar{\nu}\omicron\upsilon\gamma\kappa$   $\epsilon\lambda\lambda\upsilon$   $\epsilon$ [ $\iota\Delta\eta$ (?)] |  $\epsilon\iota\epsilon\rho\epsilon\mu\iota\alpha\varsigma$   $\pi\epsilon\kappa$ | $\psi\eta\rho\epsilon$   $\epsilon\iota\Delta\eta$   $\rho\omega\mu\epsilon$  |  $\epsilon\pi\omega\kappa$   $\zeta\alpha\rho\omicron\upsilon$   $\epsilon\iota\Delta\eta$  |  $\zeta\alpha$   $\Delta\eta\mu\omicron\varsigma\iota\omicron\mu$   $\nu\tau\eta$  |  $\kappa\alpha\pi\kappa$   $\zeta\alpha\rho\omicron\upsilon$ : “I will not ask you anything [nor] from Jeremias, your son, nor from anyone belonging to you on account of it nor on account of the *demosion* and we will not arrest you on account of it.” The clause uses the same preposition  $\zeta\alpha$ , “on account of”, that is used in the other documents to introduce the limitation.<sup>81</sup> However, the protection receiver will not be asked for the *demosion* tax (presumably for that year?) and from something that remains unknown. The fact that this other “limitation” is referred to only by a pronoun, should mean

<sup>77</sup> The same protection against arrest is offered in no. 75. The verb is further used in the corpus in no. 88, where the protection giver and addressor of the letter has actually already been arrested and writes, from prison, a *logos mpnoute* document on behalf of his sister.

<sup>78</sup> Till translates “belästigen” with question mark

<sup>79</sup> Moreover, as in no. 47, this promise clause occurs in the combination with protection against “asking”:  $\chi\epsilon$   $\bar{\nu}\eta\epsilon\lambda\lambda\alpha\upsilon$  |  $\bar{\nu}\rho\omega\mu\epsilon$   $\beta\omicron\pi\bar{\eta}$   $\omicron\upsilon\gamma\Delta\epsilon$  |  $\epsilon\chi\bar{\nu}\omicron\upsilon\gamma\kappa$   $\epsilon\lambda\lambda\alpha\upsilon$ : “that no man will arrest him nor ask him anything.”

<sup>80</sup> Certain year (42), this year (43-44-46), lost or not written (45), not written (47-48), lost (49).

<sup>81</sup> E.g. no. 42, l. 3:  $\zeta\alpha$   $\omicron\kappa\tau\omicron\eta\varsigma$   $\iota\bar{\nu}\Delta$ <sup>o</sup>: “on account of the third indiction (year)” or no. 43, l. 4:  $\zeta\alpha$   $\lambda\lambda\alpha\upsilon$   $\alpha\iota$   $\tau\epsilon\iota\omicron\mu\pi\epsilon$ : “on account of anything in this year”. This is also how in the texts in category 2 the limitation is usually introduced.

that it had already been mentioned somewhere, possibly in another document that is now lost (see also below “Function”). In no. 45 the protection giver defines what he will not ask by ΚΑΤΑ ΝΟΜΟΣ, “according to the law”: ll. 4-6: ΜΑΙΧΝΟΥΚ | ΕΟΥΑ ΚΑΤΑ ΝΟΜΟΣ ΩΑ ΦΝΔ|Υ ΝΣΟΛΟΚ/ ΚΑΤΑΒΟΛΕ: “I will not ask you anything according to the law except for two *holokottinos* installment (?)”.

The exceptions are all expressed in amounts of money, with the lowest amount being ½ trimession (no. 44) and the highest two *holokottinoi* (no. 45).<sup>82</sup> Nos. 42 and 49 do not contain exceptions.

### 2.3.3 FUNCTION

Except for no. 48 and the fragmentary no. 49, all of the texts in this category contain expressions or words that seem to indicate a connection with taxes. The mention of a specific year (nos. 42, 43, 44, 46), the name of a specific tax (no. 47) and the mention of ΚΑΤΑΒΟΛΕ (no. 45, l. 6) all seem to point in that direction.<sup>83</sup> Some further interpretations of how these texts could have functioned in village life can be made, but are arguably rather speculative.

Reading these documents without context, there is nothing in it that tells us that it was written for a fugitive. Moreover, none of these texts mention movement of any kind by the protection receiver, as these references to movement usually appear in the instruction clauses of the *logos mpnoute* documents.

On the other hand, the promises contained in the texts do seem to want to take away a certain threat (legal prosecution or exaction of payment). The mention of a specific year or a certain tax indicates that the prosecution or exaction would have been about taxes, namely those payable in that year. This can mean that the protection receiver already paid the taxes (implicitly) mentioned and does not have to be afraid to be sued. However, in that case a simple receipt would do (see also nos. 60-64). It could also mean that the protection receiver did not have to pay the taxes, except for a certain amount for a reason that remains unknown

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<sup>82</sup> ½ *holokottinos* (43), ½ trimession (44), two *holokottinoi* (45), 1 *holokottinoi* + 1 trimession (46), 1 gold *holokottinos* (48), lost (49).

<sup>83</sup> No. 45: ΚΑΤΑΒΟΛΗ, “installment” is often used in the Coptic documentation (including tax receipts) to denote separate installments of taxes to be paid in a year, but ἐξάγιον can also be used (see no. 27, in Table 17). See, e.g., J. Cromwell, “Managing a Year’s Taxes: Tax Demands and Tax Payments in 724 CE”, *ArchPf* 60 (2014), 229-239: 231.

to us.<sup>84</sup> In either of these cases, there would be no reason for the protection receiver to flee. It might be possible that you would need to show this document when the tax collectors came or when you brought your taxes to the officials.

## 2.4 ANALYSIS – CATEGORY 4: “EINLADUNGEN ZU VERHANDLUNGEN” (50-54)

### 2.4.1 STRUCTURE

The structure of the texts in this category is quite diverse. Firstly, nos. 50 and 51 are written in a document format, while the other 3 texts are written with a letter opening. Among the latter, no. 54 stands out as the only document of this category to have a doubt clause, mention of drawing up, mention of signing and date. In fact, its structure is very similar to other texts from Djeme in the corpus.<sup>85</sup> The formal promise clause, as it is known from nearly all of the texts in the previous categories,<sup>86</sup> is conspicuously absent in nos. 50, 51 and 52 (see Content). The formal instruction clause in the conjunctive, 2<sup>nd</sup> person (singular) is present in all 5 of these documents, as in categories 1 and 2 (see Content).

### 2.4.2 CONTENT

The protection givers in these documents are named in 3 cases with their title: issuing these documents are a *lashane* (50), the protokometes (53) and a priest (52).<sup>87</sup> Moreover, it is possible that the Djeme document no. 51 was issued by the pair of *lashanes* Moyses and Theoxis, who, however, did not state their title in that document. It might be even safer to assume that no. 54 was issued by a pair of *lashanes* of Djeme, in this case Joseph and Phew, as the document so resembles the structure of the documents in the corpus which were issued by the office of the *lashanes* of Djeme (see “Structure”). The protection receivers are only mentioned by their names.

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<sup>84</sup> It would be interesting to examine whether there were ways in which tax payers could ask for exemption of taxes, e.g. by means of (informal) petitions.

<sup>85</sup> However, no. 51 also comes from Djeme but is a lot shorter and “simpler” than no. 54.

<sup>86</sup> In the form of  $\chi\epsilon$  + Negative Future III. This clause is not present in no. 5.

<sup>87</sup> The document starts with  $\lambda\iota\lambda\omicron\upsilon\gamma\ \bar{\eta}\pi\bar{\rho}\epsilon\sigma\beta(\gamma\tau\epsilon\rho\omicron\varsigma)\ \chi\epsilon$  “Lilou, the priest:”. Till considers Lilou to be the addressor and protection giver, while Schiller considers him to be the addressee and protection receiver.

None of these documents have the typical “Come to your house” instruction of categories 1 and 2. However, the protection receiver is always asked to “come” (ἦραι), followed by another instruction or a description of what will happen next. In no. 52 the protection receiver is asked to “come and wait in your house”, which is quite similar to the instructions in some of the documents in other categories.<sup>88</sup>

How are the promises of the protection givers expressed in these 5 documents? Nos. 53 and 54 contain formal promise clauses. No. 54 has general “no evil” clauses and no. 53(c), ll. 3-4, has [... | ΚΟ ΛΑΔΥ ΝΩΒ ΔΧΕΙ ΕΡ[ΟΚ: “(we will not) let anything be taken from you”. But the other documents also contain actions that the protection giver binds himself to do by writing or issuing the document. These descriptions of what will or can happen after the protection receiver “comes” form the most interesting and distinguishing part of the texts in this category. Nos. 50, 51 and 53 are in that respect very similar, as they all bear the message that the protection receiver can try and settle his case with the protection giver,<sup>89</sup> but that he can leave again, presumably without any bad consequences, if he cannot agree with the protection giver. Therein seems to lie the promise of the protection giver. E.g., no. 50, ll. 2-5: ΝΓΕΙ ΝΤΑΩΔΧΕ | ΝΜΜΑΚ ΕΙ ΜΕΝ Δ ΝΩΒ ΔΡΙΚΕ ΝΑΚ ΔΧΑΡΙC|ΚΕ ΕΩΩΠΕ ΔΕ ΜΜΟΝ ΝΓΒΩΚ ΝΑΚ | ΜΕΤΑ ΚΑΛΟΥ: “Come and I will talk with you. If the thing pleases you, it is well. But if not, go happily (undisturbed).”

No. 52 is both in terms of content and structure quite dissimilar to any of the other documents in this category or even to the rest of the corpus, which Till does not note explicitly. As for the content, the description of “what will happen” in this text is very long and detailed, and clearly formulated for a very specific situation. Apparently a sum of 15 *holokottinoi* is needed, and several people, among whom the protection receiver, are responsible for bringing the whole sum together.

In no. 54, not only the structure (see above), but also the content are both very similar to other *logos mpnoute* documents, and especially those issued by the *lashanes* from Djeme. The only thing that is different here is the mention of “subscribe”, most probably belonging to an instruction (l. 6: ΕΖΥΠΟΡΥΓ(...)). However, as the adjoining words cannot be read it seems hard to make the claim that this document had the same function as the “settling” documents nos. 50, 51 and 53. There is no mention of talking or settling or the possibility of leaving again. Therefore, in Till’s categorization, no. 54 might have better place in category 1, the “general” protection letters.

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<sup>88</sup> E.g. nos. 4, 7 and 8.

<sup>89</sup> In no. 50 the verb ωΔΧΕ, “talk”, is used, while in nos. 51 and 53 forms of πωλε, “settle”, are attested.

### 2.4.3 FUNCTION

The titles of the protection givers mentioned in the text reveal something about the context in which these texts were written. At least 2, and probably 3 or 4 of these documents were issued by village officials (see “Content”). In no. 50, issued by a *lashane*, a deacon signs as the scribe of the document. No. 52, however, comes from the context of the Monastery of Epiphanius and is addressed by a priest.

Which, if any, of these texts can be interpreted as dealing with fugitives? Till states that the texts in this category were probably not addressed to people who fled. As often with the *logos mpnoute* documents, they can be interpreted in different ways. It is true that some of the situations to which these texts pertain, seem relatively free of danger for the protection receiver, as they can come and leave at their wish (nos. 50, 51). In no. 53 the protection receiver is expected to feel a certain danger, as the protection giver tells him not to fear to come South.

In no. 52 the large sum of money of fifteen *holokottinoi* is discussed. Is this priest, the addressor of the document, collecting debts from the different parties which he mentions in the text, or are those other parties helping the protection receiver to settle a debt with the protection giver? Or is this again tax related and is the priest collecting taxes in the village? In any case, this is a document written for a very specific situation which we do not encounter in the rest of the corpus.

## 2.5 ANALYSIS – CATEGORY 5: “ZUSICHERUNGEN IN VERBINDUNG MIT ANDEREN URKUNDEN” (55-64)

### 2.5.1 STRUCTURE

The most distinctive, and also most obvious, structural aspect of the texts in this category is that the clauses which in the texts of the previous categories made up the entire structure of the *logos mpnoute* document (such as the *eis plogos (mpnoute)* formula, the instruction and/or promise clauses, etc.), are in these texts part of another document, with its own clauses. In the case of nos. 60, 61, 62, 63, 64 and 55, the *logos mpnoute* document clauses are added underneath the clauses of the other document. In the other cases, the *eis plogos mpnoute* formula is written right after the epistolary opening formula. Purely from the structural viewpoint, nos. 56, 57, 58 and 59 do not differ that much

from other *logos mpnoute* documents in the corpus. With these texts it is certainly not the case that the formulae from the *logos mpnoute* documents are simply attached to another type of document. The content of the relevant stipulations takes the form of the clauses in the *logos mpnoute* documents.<sup>90</sup> However, in the case of no. 55, and the tax receipts nos. 60, 61, 62, 63 and 64, it is clear that these documents were not structured as *logos mpnoute* texts in themselves, but rather that they were written as another type of document text, to which *logos mpnoute* text was attached.

### 2.5.2 CONTENT

The documents in this category have a specific content: nos. 55 to 59 are a type of labour contracts, and nos. 60 to 64 are tax receipts. The content of the *logos mpnoute* document clauses reflects this.

This category has the only text in which the protection giver is a woman, nl. no. 56: + ΚΥΡΑ ΜΑΡΟΥ ΤΕΤΣΖΑΙ ΝΜΩΗΧΗΣ ΠΟΥΟΙΕ: “Lady Marou writes to Moeses the cultivator”. Something more can be said about the protection givers of nos. 58, 59, 60, 63 and 64, as they are characterized by a title. No. 58 is issued by a *pronoetes* (see below) and no. 59 by Mena, a *scrinarius* and *dioiketes*. In the tax receipts 63 and 64 the village head man of Djeme signs the document under the *logos mpnoute* text, acting as both tax collector and protection giver.<sup>91</sup> In that respect, no. 60 is interesting, as the tax receipt part of the document is written in the first person singular and signed by a certain Elias, son of Zacharias, while the *logos mpnoute* part is written in the first person plural and signed by “Severus and Johannes, the *lashanes*”. The whole document is written by a scribe, named Komes. In nos. 61 and 62, however, no reference whatsoever to a protection giver is written in the text. Even the promise clause is not written in the first person, as is usual in the *logos mpnoute* documents: E.g. no. 61, ll. 8-11 εΙC ΠΛΟ|ΓΟC ΜΠΝΟΥΤΕ | ΝΤΟΟΤΚ ΕΤΜΠΑΡΑ | ΓΕ ΜΜΟΚ: “Here you have the promise by God, not to sue you”.<sup>92</sup>

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<sup>90</sup> And this is something that happens in other texts in the corpus as well. See, e.g., no. 48 or no. 52, where the documents are clearly issued for specific situations.

<sup>91</sup> For an overview of village head men acting as tax collectors, see A. Delattre & J.-L. Fournet, “Le dossier des reçus de taxe thébains et la fiscalité en Égypte au début du VIIIe siècle”, *Coptica Argentoratensia. Textes et documents de la troisième université d’été de papyrologie copte (Strasbourg, 18-25 juillet 2010) (P. Stras. Copt.)*, Strasbourg, 2014, 209-239: 225-227.

<sup>92</sup> See ΕΤΜΠΑΡΑΓΕΙ in no. 62, ll. 8.



All protection receivers in these texts are characterized by more than their name. In nos. 55, 60, 61, 62, 63, 64 the patronymic of the protection receiver is also given. In 3 out of 4 of the authorization texts the function of the protection receiver is written right after his name in the opening formula, which is perhaps not surprising, as the occupation of the protection receiver is directly linked to the content of the document. See, e.g., no. 56, quoted above, but also no. 58:  $\alpha\text{ΝΟΚ ΓΩΛΘΕ ΠΡΟΝΟΗΤΗΣ ΕΙΣΔΑΪ ΝΔΔΥΕΙΔ ΠΜΑΝΚΑΜΟΥΛ}$ : “I, Golthe, the *pronoetes*, write to David the camel herd”.<sup>93</sup>

In the tax receipts in this category, the protection receivers are characterized by their patronymic, as part of the text of the tax receipt itself.<sup>94</sup>

There are no instruction clauses among the *logos mpnoute* document clauses in the tax receipts. The instruction clauses in nos. 55 to 59 are related to the content of the labour contract: they give order or permission to the protection receiver to cultivate land (nos. 55 to 57) or drive a camel (nos. 58 and 59).

The promise clauses in the tax receipts (nos. 60 to 64) are “Prosecution” clauses and, in the case of no. 63, an “Ask” clause. This promise has also a limitation and an exception: the protection receiver paid part of his taxes, but is reminded that he still needs to pay something else. In no. 58, the camel herd receives very specific protection against the exaction of  $\acute{\alpha}\gamma\gamma\alpha\rho\epsilon\acute{\iota}\alpha$  or service.

### 2.5.3 FUNCTION

The tax receipts were naturally all issued in the context of the village administration. The contracts of labour rather belong to the private sphere, so much so that one of the protection givers is a woman (no. 56) and, in the case of the contracts regarding camels, to the monastic sphere, as the camels in question seemed to belong to monastic authorities.<sup>95</sup>

<sup>93</sup> See also no. 59:  $(\text{N})\theta\epsilon\omega\text{ΝΔ ΠΜΑΝΣΑΜΟΥΛ}$ . See, outside of Till’s corpus, O. Crum VC 64, ll. 3-6:  $\epsilon\text{ΠΕΙΔΗ ΔΤΕΤ\bar{N}C\bar{D}\bar{A}\bar{I} \text{ΝΔ}\bar{I} \text{ΕΤΒΕ ΣΑΒΙΝΟΣ} | \text{ΠΜΑΝΚΑΜΟΥΛ ΕΤΡΑ}\bar{\Gamma} \text{ΛΟΓΟΣ ΝΔ}\bar{C} \text{Μ\bar{N}ΠΕ}\bar{C}|\text{ΚΑΜΟΥΛ Ν}\bar{I}[\bar{C}\bar{E}\bar{I} \text{Ε}]2\bar{P}\bar{A}\bar{I} \text{ΕΠ}\bar{C}\bar{H}\bar{I} \text{ΤΕΝΟΥ ΕΙΣ} | \text{ΠΛΟΓΟΣ Μ\bar{P}ΝΟΥΤΕ ΝΤΟ}\bar{\Gamma}\bar{C} \text{Μ\bar{N}ΠΕ}\bar{C}|\text{ΚΑΜΟΥΛ}$ : “you have written to me concerning Sabinus the camel herd to give a promise for him and for his camel, that he comes to his house. So here is the promise by God for him and his camel” (undated, Theban area).

<sup>94</sup> This was standard practice in tax receipts, see the overview of tax payers in Delattre-Fournet, “Reçus”, 212-214, or in editions of eight century tax receipts from Djeme in A. Delattre & N. Vanthieghem, “Sept reçus de taxe thébains du VIIIe siècle, *Journal of Coptic Studies* 16 (2014), 89-102.

<sup>95</sup> In no. 59 the camel belongs to the bishop, in no. 58 to a *proestos*.

It is difficult to understand the function of the *logos mpnoute* clauses in the documents of this category. Similar contracts of labour have survived which do not contain these clauses,<sup>96</sup> and in the documentary genre of tax receipts the appearance of *logos mpnoute* document clauses is highly exceptional.

There is no (obvious) reason to believe that the texts in this category were issued to fugitives. The texts do not contain clauses which could indicate that the protection receiver might be on the run, such as a “Come (to your house)” clause. One document, however, is related to the restricted freedom of circulation of people. In no. 58, part of the instruction clause reads:  $\text{N}\bar{\Gamma}\text{B}\text{O}\text{K} \text{A}\text{N}\bar{\Sigma}\text{HT} \text{N}\bar{\Gamma}\text{B}\text{O}\text{K} \text{E}\text{P}\text{HC}$ : “go North and go South”.<sup>97</sup> The protection receiver, a camel herd, is allowed the freedom to go anywhere in the country, presumably with the camel he will be working with under the terms of this document. This freedom was apparently not to be taken for granted, and it is plausible that the camel herd’s contract also served as a safe conduct or travel pass while he was travelling with the camel, which he could show to officials on the way.

It is fitting to very briefly discuss no. 65 within this category of the documents. The document contains an *eis plogos mpnoute* formula, an instruction clause and a promise clause. The (fragmentary) text mentions a contract (ὁμολογία). The instruction clause gives the protection receiver, a woman, permission to live in the house of her son. The promise clause seems to protect her from problems with missing payments (παράπτωμα). Thus, both clauses refer to the specific situation which gave cause to the issuing of this document.

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<sup>96</sup> Schiller, ““Coptic *logos mpnoute* documents”, 333.

<sup>97</sup> The same instruction clause appears in no. 40, ll. 3-4:  $\text{N}\bar{\Gamma}\text{E}\bar{\Gamma}\text{I} \text{E}\bar{\Sigma}\text{O}\text{N} \text{E}\bar{\Pi}\text{E}\bar{\Kappa}\text{H}\bar{\Gamma}\text{I} \text{N}\bar{\Gamma}\text{B}\text{O}\text{K} \text{E}\bar{\Gamma}\bar{\Sigma}\text{HT} | \text{N}\bar{\Gamma}\text{B}\text{O}\text{K} \text{E}\bar{\Pi}\text{HC}$ : “Come to your house and go North and go South.”

## 2.6 ANALYSIS – CATEGORY 7: “ANSUCHEN UM AUSSTELLUNG EINES SCHUTZBRIEFES” (69-84)

### 2.6.1 STRUCTURE

All of the documents in this category are letters. This is evident from the epistolary formula used in the opening of the documents. Moreover, this category contains a strikingly high amount of documents with (surviving) addresses.<sup>98</sup>

In all of the documents in this category there is some language which is reminiscent of the *logos mpnoute* documents in the previous categories. The texts feature the term “logos” rather than “logos mpnoute”, which occurs only in nos. 78, 82 and 84. In one case, no. 78, this *logos mpnoute* expression is also part of the *eis plogos mpnoute* formula.<sup>99</sup> However, much caution is advised here as this text is very fragmentary and the editor supplemented the *eis plogos mpnoute* formula in the lacuna: ll. 6 – 8: ΤΕΝ[ΟΥ | ΕΙΣ ΠΛΟΓΟΣ ΜΠΝΟΥΤΕ] ΝΤΟΤΨ ΝΨΕ[Ι ΕΖΟΥΝ | ΕΠΕΧΗΙ ΧΕ Ν]ΝΕΛΛΥ. On the other hand, this supplementation is very plausible, given the fact that the verb † ΛΟΓΟΣ is used earlier in the text and that the rest of the surviving text in ll. 6-8 is compatible with the formulaic language, although with the protection letter formula in third person, of the other documents in the corpus.<sup>100</sup> If this is how the text should be read, no. 78 is a letter which also contains a *logos mpnoute* document, in the same way that the documents in category 5 were documents containing a *logos mpnoute* document.<sup>101</sup>

Four of the letters contain formal elements, present in the rest of the corpus, especially in categories 1 and 2, which show that they are “more” than private letter discussing a *logos mpnoute* document, but rather documents in their own right. A combination of doubt clause, mention of signing and a date is in nos. 73 and no. 76, while Nos. 74, 76 and 77 have

<sup>98</sup> Nine in total: nos. 70, 71, 72, 73, 74, 77, 79, 80 and 82. In category 8, also letters, 2 out of 4 seemingly complete documents contain addresses. In the rest of the corpus, only nos. 13 and 51 have an address.

<sup>99</sup> No. 83 has on l. 5: ΕΙΣ ΠΛΟΓΟΣ, but is such a fragmentary letter that it is impossible to say anything more about it.

<sup>100</sup> It is also reinforced by O.Crum VC 64 (undated, Theban area), ll. 3-9: ΕΠΕΙΔΗ ΔΤΕΤΨΣΔΪ ΝΔΪ ΕΤΒΕ ΣΑΒΙΝΟΣ | ΠΜΑΝΚΑΜΟΥΧ ΕΤΡΑ† ΛΟΓΟΣ ΝΑΧ ΜΨΠΕΨΚΑΜΟΥΧ Ν[ΨΕΙ Ε]ΣΡΑΪ ΕΨΗΪ ΤΕΝΟΥ ΕΙΣ | ΠΛΟΓΟΣ ΜΨΠΝΟΥΤΕ ΝΤΟΤΨ ΜΨΠΕΨΚΑΜΟΥΧ | ΝΨΕΙ ΕΣΡΑΪ ΕΠΕΧΗΙ ΝΨΨ ΞΩΒ ΞΠΕΨΚΑ|ΜΟΥΧ ΧΕ ΝΕΙΣΩ ΛΑΛΥ ΝΠΕΘΟΥ ΕΤΑ|ΣΟΨ (my emphasis): “You have written to me concerning Sabinus the camel herd to give a promise for him and for his camel, that he comes to his house. So here is the promise by God for him and his camel that he comes to his house and works with his camel. I will not let any evil reach him...”. This ostrakon was edited after the publication of *Schutzbriefe*.

<sup>101</sup> See, again, also O.Crum VC 64.

authority signatures. In fact, some of these documents themselves are also called “letter” (no. 77) or “authorization” (no. 76) (See “Function”).

### 2.6.2 CONTENT

In this category of texts a new type of “agent”, other than the protection giver and the protection receiver, plays a role, namely the intermediary, who appears as the addressor of the letter. In case of no. 69 there is more than one intermediary, namely both the addressor and the addressee of the letter. Furthermore, in this document one person is mentioned who was asked to be the protection giver but did not want to be involved. In two documents the intermediary is characterized further. In no. 70, again both the addressee and addressor work as intermediaries in the case. Samuel asks Apa Pesnte to ask protection giver Andronikos to issue a *logos* for the protection receiver. In no. 71 the *lashanes* van “Trakata”,<sup>102</sup> Johannes, Pisrael and Sava, ask Apa Jakob to write a *logos* for Johannes, son of Patermouthios.

Who are the protection givers in these documents? In most of the cases they are the addressees of the letters: they hold a certain authority to which the addressors (the intermediaries) appeal by means of the letter.<sup>103</sup> However, in some cases it is not completely clear who is responsible for upholding the protection promised in the protection letter (see the discussion of nos. 74, 75, 76 and 77 and the “Observe” clause in “Function”). These addressees/protection givers are rather well characterized. In seven cases, apart from the name of the protection giver, an indication of his profession or status is given, often by means of an honorary title such as ἀπλ.<sup>104</sup> In no. 73 the addressee and protection giver is a priest whose name is lost. In no. 74, the protection giver is the *proestos* Papa Elias, while the surviving characterization of the protection giver/addressee of no. 75 is ἡΓΕΚΜΝ[ΤΕΙΩΤ | Ε]ΤΟΥΛΑΒ, “your holy paternity” (ll. 4 - 5).<sup>105</sup> The addressee and – possibly, the text is rather fragmentary – protection giver in no. 79 is called ἡΠΕΝΠΕΤΟΥΛΑΒ [ΝΕΙΩΤ] | ΠΕΝΤΕ, “our holy (father) Pesnte. The other documents in this category lack legible titles or further characterization of the protection givers. From the discussion above it shows that these protection

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<sup>102</sup> Probaby the village of Trakatan, documented elsewhere in the papyrological record.

<sup>103</sup> This is not the case in no. 69, where the addressee is part of a “team” of intermediaries involved in the issuing of a protection letter (see above).

<sup>104</sup> In no. 71, the protection giver is called Apa Jakob, in no. 72 Apa Paulos. Nos. 80 and 82 are rather fragmentary, but it is possible that addressees Apa Zacharias and Apa Pesynte, respectively, are asked to be protection givers.

<sup>105</sup> See also ll. 12 – 13: ΤΕΤΕΚ|ΜΗΤΕΙΩ[Τ.

givers/addressees all appear to have had a certain authority in a clerical or monastic context. The addressee in no. 69, who is not the protection giver in this situation, but who had asked the addressor to intervene for the third party, is also addressed as ΤΕΚΜΝ̄ΤΕΙΩΤ (your paternity). Moreover, the person who was asked to be protection giver but did not want to be involved is called Apa Dios. One of the intermediaries in no. 70, Apa Pesnte, does also seem to belong to a monastic context. In one remarkable case, no.71, the *lashanes* of the village of Trakata act as the intermediary, asking “his paternity” Apa Jacob to write a protection letter for a third party. This is the only instance of agents characterized as village officials in the documents of this category. The protection receivers are characterized by their names only, in nos. 71 and 77 their patronymic is also given.

The instructions for the protection receivers in these letters are given in the conjunctive, in the same way as in the documents of the other categories, but now in the third person, instead of in the second person. E.g. no. 74: Ν̄ϞΕΙ ΕΠΕϞΗΪ: “that he comes to his house”. Most of these instructions, where they survive, involve the verb ει, as is common in the corpus.

Three of the documents contain expressions of the “Talk” type which seemed to be characteristic of the documents in category 4, the so-called “Invitations to negotiate”. In nos. 71 and 72, the protection giver and receiver should talk to each other. In fact, in no. 79 the protection receiver is expected to talk to several people, amongst whom not only the *lashanes* but also the *actuaries* and a certain Hamsure. In no. 70 a father is told to come to his imprisoned son and to consult with him: Ν̄ϞΕΙ ΕΤΒΕ | ΜΑ Μ̄ΠΕϞΩΗΡΕ ΕΤΗΛ | ΕΞΟΥΝ Ν̄ΤΕΤ̄Ν̄ΣΥΜΒΟΝΕΥ | Μ̄Ν̄ΜΑϞ: “that he comes because of his imprisoned son and consults with him”.<sup>106</sup>

The letters also contain promises of protection for the protection receiver. However, due to the fragmentary state of the documents, in only four of the letters do these promises survive. In no. 76 a protection against prosecution is provided, in no. 75 protection against arrest. Both of these are further attested in the corpus.<sup>107</sup> In two texts, expressions are used which are only attested in these texts in the corpus. However, at least in terms of content, both of them are very similar to the general promise clauses of the “No evil” type. No. 74, ll. 6 reads: ϞΕ ΕΝΕΞΩΒ ΤΑΞΟϞ: “that nothing will reach him”. This is an – even more general – variation on the “No evil” clause, which often uses the same verb. In no. 70 the protection is expressed in an indirect way, as an order (in the negative imperative) to the addressee: ll. 10-11: Μ̄Π̄Ρ̄ΚΑΔΥ ΕϞ|ΕΙΤϞ Ν̄ΒΟΝ̄Σ: “do not let him be ill-treated”.

<sup>106</sup> This is the only instance in the corpus of the use of the word συμβουλεύω.

<sup>107</sup> Admittedly, in the case of protection against arrest, only in no. 47. The protection against prosecution, however, is used very frequently in the corpus.

Four of the documents in this category contain a type of promise which is very rare in the rest of the corpus, namely the “Observe” clause.<sup>108</sup> The letters nos. 74, 75, 76, and 77 have this clause in the first person singular. No. 74, l. 5 uses the verb  $\zeta\alpha\rho\epsilon\zeta$  “keep, guard”:  $\dagger\text{ΝΑΖΑΡΕΖ ΝΑϸ ΕΠΛΟΓΟC}$  “I will observe the *logos* for him”, while the other three texts use the verb  $\rho\theta\epsilon\iota\varsigma$  “keep, observe”.<sup>109</sup>

### 2.6.3 FUNCTION

As has been shown above, the texts in this category are predominantly related to monastic contexts. No. 69, however, is still related to taxes, as the addressor relays the message to the addressee that the one who told the protection receiver the amount of taxes he had to pay was the more appropriate person to write the protection letter for the protection receiver. Moreover, this document gives some insight in the process of production and circulation of the *logos mpnoute* documents. Apart from the protection receiver, four people are involved in the process of finding a protection giver. Apparently, issuing a (specific) *logos mpnoute* document is not something anyone could or wanted to do. One person in no. 69 declined to do it and passed the responsibility to someone else. The *lashanes* who write the request to Apa Jacob in no. 71 should have been perfectly capable of issuing a *logos mpnoute* document, as we see *lashanes* do in the rest of the corpus. Apparently, in this case Apa Jacob was the better choice.<sup>110</sup>

While this no. 71 is a good example of a request from the addressor to the addressee, asking that the latter act as protection giver for a third party by issuing a *logos mpnoute* document ( $\dagger\text{ΛΟΓΟC}$ ), the lines are more blurred in other documents. In nos. 76 and 77, the letters themselves are called *logos* or functioning as *logos*. In no. 76 the addressor writes about  $\text{ΠΙΛΟΓΟC}$ , “this *logos*” in the “Observe” clause, while in no. 77 the document reads: “ $\alpha\iota\zeta\upsilon\pi\omicron\gamma\rho\alpha\phi\epsilon\ \epsilon\ddagger\epsilon\pi\iota\sigma\tau\omicron\lambda\eta\ \tau\alpha\zeta\epsilon\iota\ \lambda\omicron\gamma\omicron(\gamma)$ ”: “I subscribed this letter with the value of a *logos*”. In these cases, it seems that the letter sent by the intermediary, could already serve as

<sup>108</sup> It is attested in no. 17 (category 2).

<sup>109</sup> No. 75, ll. 8-9:  $\dagger\text{ΝΑΡΘΕΙC ΕΠΛΟΓΟC} \mid \text{ΝΑϸ}$ ; “I will observe the *logos* for him”; no. 76, ll. 8-9:  $\dagger\text{ΙΝΑΡΘΕΙC ΠΙΛΟΓΟC} \mid \text{ΝΑϸ}$ ; “I will observe this *logos* for him”; No. 77, l. 7:  $\dagger\text{ΝΑΡΘΕΙC ΛΟ[...]}$ . See no. 17 in category 2, ll. 10-13:  $\epsilon\pi\omega\rho\chi\ \omicron\upsilon\eta\ \alpha\iota[...]\ \mid \text{ΝΑΚ ΝΠΕΙΛΟΓΟ[C] ΕΙΩΡΚ ΝΠ[ΝΟΥΓΡΤΕ Π]ΠΑΝΤΟΚΡΑΤΩ[Ρ] ΤΑΡΕΙΡΘΕ[ΙC ΕΠΕΙΛΟΓΟC] \mid \text{ΝΑΚ ΠΡΟC ΤΕϸΘΟΜ}$  “So for assurance I (drew up or similar) this promise and I swear by God the almighty that I will observe (this *logos*) for you according to its strength/validity.”

<sup>110</sup> The document published in van der Vliet, “Letter” presents the same situation.

a *logos mpnoute* document. In any case, the letters in this category are full of the language of the *logos mpnoute* documents, which suggests that these intermediaries could decide on the content of the eventual *logos mpnoute* document in question, its instruction clauses and promise clauses. If Till is correct to supplement an *eis plogos mpnoute* formula in no. 78, than this text should rather be placed in category 8, as this would be a letter containing a *logos mpnoute* document (to be given to the protection receiver), rather than a request to issue one.

## 2.7 ANALYSIS – CATEGORY 8: “ANSUCHEN UM ÜBERMITTLUNG EINES SCHUTZBRIEFES” (85-89)

### 2.7.1 STRUCTURE

All but one of the documents are structured as letters, with letter opening (nos. 85, 88, 89) and/or addresses (nos. 86 and 89). No. 87, of which unfortunately only the beginning survives, has the document structure, starting with the *eis plogos mpnoute* formula immediately after the cross. The text breaks off in what was most probably the instruction clause. The document is included in this category only because this formula is written in the third person, and not in the second person in which it is usually written in the documents in the other categories. In category 7 the formulaic expressions which recur in the other documents of the corpus in the second person, most importantly the instruction clauses, are also written in the third person.

The same happens in the documents of this category 8. In nos. 86 and 88 the letter contains a *logos mpnoute* document starting with the *logos mpnoute formula*, both followed by an instruction clause in the third person. However, neither of these letters that include a *logos mpnoute* document, has an authority signature.<sup>111</sup> No. 85 probably also carries an actual *logos mpnoute* document within the letter, especially since it closes with an authority signature from the protection giver, who is also the addressor of this document: ἀνοκ Ζαχαρίας †στεχε ἐπελογος ἡὲ ἐτεϋχηῖ ἡμοσ: “I, Zacharias, sign<sup>112</sup> this *logos* in the way that it is written”. However, no. 85 does not have an actual *eis plogos mpnoute* formula, but introduces the instruction clauses with an expression that it similar to that formula, but still different and exceptional in the corpus: the addressee is asked to look for the protection receiver and ἡ†

<sup>111</sup> In the case of no. 88, Till notes: “Dass er nicht unterschrieben ist, is wohl nur Zufall.”

<sup>112</sup> Or, in this case probably, “agree with”.

ΛΟΓΟΣ ΝΑϠ ΕΡΑΝ Ν̄ΠΕΙΩΤ Μ̄Ν ΝΩΗΡΕ Μ̄Ν ΠΕΠ̄ΝΑ ΕΤΟΥΔΔΒ: “give him a *logos* in the name of the Father and the Son and the Holy Spirit.” Immediately after this, the instruction clause starts in the third person conjunctive (ΝϠΕΙ...). Because this document also contains a promise clause and an exception, as well as an authority signature, it seems that the lack of an actual *eis plogos mpnoute* formula should not impede an interpretation of this document as containing an actual *logos mpnoute* document.

No. 89, on the other hand, does not contain the *eis plogos mpnoute* formula, or an instruction clause, or a promise clause. While it does discuss a *logos* (see 2.7.3) and is certainly related to the texts in the corpus, it is not a *logos mpnoute* document in its own right.

### 2.7.2 CONTENT

The agents in this category are far less characterized than those in the documents of category 7. The protection givers in these documents are not characterized by titles, although in no. 86, which comes from the Epiphanius monastery, one of the addressors and protection givers is called Apa Dios.

The protection receivers in these documents are mostly known by their names only, except for the protection receiver in no. 85, who is a deacon. The person who is most likely the protection receiver in no. 89, is called ΝϠΟΝ ΚΥΡΙΚ[ΟϠ “Brother Kyrikos”. In no. 87 the protection offered extends to the children of the protection receiver.

In terms of the question who can issue a *logos mpnoute* document for whom, no. 88 is very interesting. The letter is addressed by a man called Isak to his sister, whose name we do not know. Isak is in trouble and he asks the addressee to ask the “great man” to intervene on his behalf, as someone has imprisoned him after taking his camel.<sup>113</sup> But then Isak starts a *logos mpnoute* document with an *eis plogos mpnoute* formula, followed by the instruction: ll. 9-11: ΔΥΩ ΕΙϠ ΠΛΟΓΟϠ Μ̄ΠΝΟΥΤΕ | ΝΟΤϠ Ν̄ΘΑΒΔΕΙϠ ΝϠΕΙ ΕΒΟΛ | .Ϡ. ΝϠΠΡΟϠΥΧΗ ΕΠΕΙϠΙΩΤ: “and here is the promise by God for her, Thabais, that she come out and... appeals to her father”. This is an exceptional case in the corpus as there are no other instances of a protection giver issuing the *logos* from prison, as a captive. Moreover, there is only one other text in the corpus in which the protection receiver is a woman.<sup>114</sup>

<sup>113</sup> No. 88, ll. 6-7: ϠΕ ΔΥϠΟ|ΠΤ ΔΥϠΟΠ ΠΑΚΑΜΟΥΛ: “because they arrested me and took my camel”.

<sup>114</sup> See no. 21 in category 2. In this text the name of the protection receiver is lost, but the second person pronouns referring to the protection receiver in the text are feminine.



Except for no. 89, the texts in this category contain instruction clauses for the protection receiver, all written in the third person (singular). The instructions all start with the “Come” clause, but only in no. 85 “to his house” is added, while “Come to your house” is the most common instruction in the documents of categories 1, 2, and 4. Still, even in no. 85, the instruction is a variation of the clause: Ν̄ϞΕΙ ΕΝΖΗΤ ΕΠΕϞΗΪ “that he comes North to his house”. In no. 86 as well a direction is given, indicating that it was known where the protection receiver was at the time: Ν̄ϞΕΪ ΕΡΗΣ Ν̄ϞΟΥΩΕ ΕΖΟΥΝ ΜΑ Ν̄ΠΑΠΑΣ Ν̄ϞΟΥΠΩΛΣ: “that he comes South and goes to (the place of) Papas and that they agree”. In the last clause of no. 86, the addressor and protection giver even switches to the second person, as if he was issuing the document directly to the protection receiver.<sup>115</sup> No. 88 has a different instruction for the protection receiver: Ν̄ϞΕΙ ΕΒΟΛ | .Ϟ. Ν̄ϞΠΡΟΥΧΗ ΕΠΕΙϞΪΩΤ: “that she comes out ... and appeals to her father”.<sup>116</sup>

Only nos. 85 and 86 have a promise clause. In no. 85 this promise is followed by an exception, in the form of a specific tax that the protection receiver presumably still has to pay for the protection offered to be effective: ϞΕ ΝΕΛΛΥΕ ΝΠΕΤΖΟΥΥ ΤΑΖΟΥ ΕΜΗΤ̄ ΕΠΕϞΔΙΜΟΣΙΩΝ: “that no evil will reach him, except for his *demosion*”.

### 2.7.3 FUNCTION

These letters aimed to provide a protection receiver with a *logos mpnoute* document, by sending it to another interested party, the intermediary. In the case of nos. 86 and 88 it is clear that the addressor wrote or issued a *logos mpnoute* document for the protection receiver and “enclosed” it in a letter to the addressee, who is supposed to act as intermediary and somehow pass the protection given by this document to the protection receiver. It is conceivable that the intermediary would give the actual document to the protection receiver.<sup>117</sup> No. 87, in the form of a document with the *eis plogos mpnoute* formula in the third person singular, could certainly be a similar case, in which however the addressor and protection giver did not feel the need to add some justification for his letter before starting to write the actual *logos mpnoute* document. It is imaginable that he had already been asked by means of a previous

<sup>115</sup> ΜΕΔΑΚΠΩΛΣ ΝΓΒΩΚ ΝΑΚ ΜΕΤΑ ΚΑΛΛΟΥ: “If you do not agree, go (away) without any problem”. This phrasing is typical of the content of the documents in category 4, see 2.4.2.

<sup>116</sup> In Förster, this is the only instance of this word (προσεύχομαι).

<sup>117</sup> This is how Till interprets the verb †ΛΟΥΘ in no. 58: the addressee is told to “give” the appended *logos* to the protection receiver.

letter from the intermediary to write a *logos* for the protection receiver and just replied to this request by doing so, without further explanation.

As is shown in the discussion above, clauses from the rest of the corpus of *logos mpnoute* documents recur in these texts, e.g. the expressions of “settling” in no. 86 and the exception clause in no. 85.

No. 89 is difficult to interpret, although it is clear that this document does not contain a *logos mpnoute* document like the other documents in this category. It is a letter about a *logos mpnoute* document, but not a *logos mpnoute* document in itself.

## 3 CONCLUSIONS

The following paragraphs very briefly provide some tentative answers to the research question asked in 1.3.

### 3.1.1 STRUCTURE

The structure of these documents is not uniform. It is clear that there existed no fixed succession of formulaic expressions that distinguished a *logos mpnoute* document. And while there are documents in the corpus with similar, or in some cases even equal, structural makeup, the Tables show that there is also a lot of variation in the structure of the texts. The analyses of the texts in their separate categories also demonstrate that within those categories, the structure of the documents could present differences as well as similarities.

However, the Tables also show a number of structural elements that appear in the great majority of these texts. It is not surprising that the *eis plogos (mpnoute)* formula is one of those elements. The formula can be used without the *mpnoute* part, which does not seem to have altered the content or function of the document. The two other structural elements which recur very often in the texts are the instruction clause and the promise clause, in this order. Again, this is not a strict rule. The complete category 3 lacks an instruction clause, and not all of the documents have a promise clause.

It has been suggested more than once in the analyses that similarities in the structure of the documents could betray a provenance from the same context, in particular that of the office of the village officials of Djeme.

### 3.1.2 CONTENT

In the same way as the structure of the documents, their content shows a high degree of variation. Although within the form of instruction clauses and promise clauses, there are types which recur (very) often, this set of types did not seem to be particularly closed, as is shown in the Tables by the occurrences of “other” instruction clauses and promise clauses. While the high frequency and general meaning of the “Come (to your house)” instruction clause or the “Evil” promise clause could render the content of the *logos mpnoute* document formulaic and generalizing, the variegated and sometimes unique “other” instruction clauses and promise clauses reflect the specific and variegated situations in which the need for a *logos mpnoute* document could arise.

It is unfortunate that only in a minority of the texts, information can be gained about the agents who play a role in them. Where this is possible for the protection giver, it is clear that local village administration played an important part. Village officials are particularly prominent as protection givers in the texts which are related to the distribution and payment of taxes. However, members of the clergy or authorities within monastic settings also appear as protection givers. The texts in category 7 show that they could receive requests from intermediaries to issue a *logos mpnoute* document for a third party. These intermediaries could be technically able to issue such a document themselves, but for some reason chose not to. In fact, the survival of requests such as those in category 7 shows that the right choice of protection giver was important, and that not everybody felt to have the authority to issue the *logos*. It is therefore all the more interesting, if not confusing, that one, while being imprisoned and asking for help to be freed, which should be a position of very low authority, could issue a *logos mpnoute* document for someone else.

### 3.1.3 FUNCTION

From the analyses of the texts it becomes clear that the documents explicitly addressed to fugitives are a small minority, and that in a number of cases it is unlikely that the protection receiver was a fugitive. Many texts do refer to movements of the protection receiver. The “Come (to your house)” instruction clause, which is highly frequent in the corpus, might point to fugitives, but only really indicates that the protection receiver is not at home. Some texts also indicate a specific direction in which the protection receiver can or should move. When the protection receiver is given the instruction or right to “go North and go South”, the function of these texts can be approximated to that of a safe conduct. In the case of no. 58, the labour contract for the camel herd, this stipulation in the document and function of the document are very relevant to the specific situation for which this document was issued.

The documents which refer to agreements to be made by the protection receiver and the protection giver or a third party, can also be seen as a type of safe conducts, but in a different way. They give the protection receiver freedom of movement, that is freedom to leave the place where he was summoned to in order to reach an agreement, if indeed he does not manage to come to an agreement.

In these texts, in which the protection receiver is told to “come” and “go away again”, place names are never given, which is a common feature of the great majority of texts in the corpus. This, together with the low degree of characterization of the agents, and the use of Coptic rather than Greek or Arabic as the language for these documents, suggests that they performed

their function on a local level. Moreover, the very specific and private nature of some of the texts in the corpus, also indicate that they were used as problem solving instruments in many different context, on a local level.

The last paragraphs of this conclusion are dedicated to the term “Schutzbriefe” or “protection letter” and its accuracy in the light of what has been observed in the analyses of the texts.

First, can all of the documents in the corpus be considered as letters? In a number of cases, this is obvious: e.g. when the document presents structural characteristics such as the presence of an address, which should indicate that the document in question was actually sent as a letter. Moreover, a large part of the documents contain epistolary formulae, especially in the opening of the document. However, the rest of the structure of these documents is parallel to those which do not contain this epistolary style opening. There is also no difference in content between the documents with or without epistolary style opening. Therefore, they may not have differed in terms of function either.

If the definition of “letter” is taken more broadly, all of these texts, also those without epistolary style opening formulae, could be interpreted as letters. They are written as part of an interaction between, most often, the protection giver and the protection receiver. The former addresses the latter, whereby the former is referred to by conjugations and declinations in the first person, and the latter is referred to in the grammatical second person. This approach would allow the texts to be examined, as an avenue of future research, as expressions of social interactions, taking away the restrictions of formal distinctions between “document” and “letter”.

Second, to what extent do these documents “protect”? When a *logos mpnoute* document lacks a promise clause, which arguably occurs very rarely, the function of the “promise by God” formula remains in the dark. However, even in the vast majority of the texts, where promise clauses seem to provide different types of protection for the protection receiver, this “protection” should not be taken at face value. The negative form in which these promises are formulated actually emphasizes the unpleasant and dangerous situations, such as prosecution, arrest, harassment, in which the protection receiver finds himself, or would find himself if the document had not been issued on his behalf. Moreover, the promise clauses also point to the power of the protection giver to do the things he is “protecting” the protection receiver from, e.g., arrest or prosecute the protection receiver, or make him pay certain taxes or amounts of money. In the texts in which the promise clauses are qualified by limitations and exceptions, the protection is not absolute and the promise clause could presumably be rendered invalid if the protection receiver fails to pay the stipulated sum or tax. Therefore, protection giver and

protection receiver might actually be misleading terms. “Addressor” and “addressee” might give too much importance to their semblance to letters and would be confusing in, e.g., the texts in which a *logos mpnoute* document is enclosed within a letter, such as the texts of category 8. An alternative might be “promise giver” and “promise receiver”. “Promise” seems more neutral than “protection” and refers also to the grammatical form of the promise clauses. Moreover, “giver” and “receiver” still reflects the interaction between the agents expressed in the texts.

The documents of the corpus themselves, could be called *logos (mpnoute)* documents or *eis plogos (mpnoute)* documents, after the distinguishing formula. A less technical term to refer to these documents would be “Coptic promise documents”, which is more general but better describes the varied content and structure of the documents, as “promise” includes the *logos*, in the *eis plogos (mpnoute)* formula, the formal promise clauses and the positive promises such as the “Observe” clause. In *Schutzbrieße*, then, three types of documents could be distinguished: promise documents (whether opened in with epistolary formula or not), letters containing or acting as promise documents (distinguished by clauses typical of the promise documents) and letters about promise documents (in which a promise document is simply mentioned or discussed).

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## 5 TABLES