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THE COMMERCIAL TRANSACTION OF THE PECH MAHO LEAD. A NEW INTERPRETATION

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The extensive literature published since the edition of the Pech Maho lead has analysed from various points of view the problems of a text which is already famous both for its documentary importance and the difficulties of its interpretation[1]. Michel Lejeune's paper, aptly entitled "Ambiguïtés du texte de Pech Maho"[2], attempted to assess critically the possibilities and solutions offered to these problems up to 1991. Recently, J. de Hoz has furnished interesting remarks on the tablet, in a paper about to be published[3].

Some problems will probably remain unsolved. It is impossible for us to know how many boats the subject of ἐπρίατο bought (l. 1); neither do we know if there was a second purchase (l. 2), the value of ὀκτάνιον and ἐκτάνιον, the meaning of τρίτην, the role played by Heronoiios (Heron of Ios for Chadwick) and other details. But I should like to propose a new interpretation regarding the moments of the transaction that, in my opinion, offers some advantages.

Here is the text, which differs from the one edited by Lejeune in the aforementioned paper only in the adoption of psilosis. I also print his French translation, with small variations in relation to those of Pouilloux and Lejeune himself in other works. Finally, I add John Chadwick's English version.

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A        ἀκάτι[ ] ἐπρίατο [ ]πρι[     παρὰ τῶν] vac
         Ἐμποριτέων· ἐπρίατό τε λ[              ] vac
         ἐμοὶ μετέδωκε τὤμυσυ τ[ρίτ]ο ἡ[μι]οκταγ-
    4    ίō· τρίτον ἡμιεκτάνιον ἔδωκα ἀριθμῶ-
         ι καὶ ἐγγυητήριον τρίτην αὐτός· καὶ κε-
         ῖν' ἔλαβεν ἐν τῶι ποταμῶι· τὸν ἀρρα-
         βῶν' ἀνέδωκα ὄκō τἀκάτια ὁρμίζεται·
    8    μάρτυρ Βασιγερρος καὶ Βλερυας καὶ
         Γολο[ ]βιυρ καὶ Σεδεγων· ο[ὑ]τοι μάρτ-
     vac υρες εὖτε τὸν ἀρραβῶν' ἀνέδωκα,
     vac [ε]ὖτε δὲ ἀπέδωκα τὸ χρῆμα τρίτον
   12  vac [ἡμ]ιοκτάγι[ο]ν, [ ]αυαρυας, Ναλβε[ ]ν
B        Ἡρωνοιιος
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M. Lejeune's translation:
«Kyprios avait acheté une gabarre chez les Emporites, et il avait acheté aussi (un canot). Il m'a cédé une participation de moitié au prix de deux huitains et demi. Deux sizains et demi je lui ai donnés en argent comptant, et aussi en gage à titre personnel une tierce. Et ce gage il l'avait reçu sur la rivière;

l'acompte je l'ai remis là où mouillent les gabarres. Témoins B. et B. et G. et S.; ceux-là, témoins lorsque j'ai remis l'acompte; mais lorsque j'ai eu payé la somme de deux huitains et demi, [ ]., N., | E.»
J. Chadwick's translation:
«*So-and-so* (perhaps *Kyprios) bought a boat [from the] Emporitans. He also bought [three (?) more]* (i.e. from elsewhere*). He passed over to me a half share at the price of 2 1/2* hektai (each)*. I paid 2 1/2* hektai *in cash, and two days later personally gave a guarantee. The former (*i.e. the money*) he received on the river. The pledge I handed over where the boats are moored. Witness(es): Basigerros and Bleruas and Golo.biur and Sedegon; these (were) witnesses when I handed over the pledge. But when I paid the money, the 2 1/2* hektai*, .auaruas, Nalbe..n. Heron from Ios.*»

There would appear to be agreement in considering that the writer of the document, who refers to himself in the first person (whom we shall call Y, following the practice adopted by the French editors), is an intermediary between X (the subject of ἐπρίατο), to whom Y refers in the third person, and a third person Z, not named in the text, who is the real purchaser. The basic idea is that Y, besides a cash advance, gives a personal (αὐτός) pledge (ἐγγυητήριον), through which he credits himself personally before X. The fact that the pledge is a personal one presupposes that the two hectania and a half are not his, but that he acts as a simple μετάβολος. This would appear to be confirmed by the use of the *hapax* ἐγγυητήριον, because the common form ἐγγύη means a pledge or guarantee, in cash or in kind, through which somebody is engaged to pay to somebody else the debt of a third person, in the event that this third person does not pay up.

X bought one or more boats (l. 1 ἀκάτι[ ] ἐπρίατο) from the Emporitans. He may have bought something else, another type of boat or other ἀκάτια elsewhere (l. 2 ἐπρίατό τε λ[)[4]. Afterwards, he gave a half share of it (τώμυσυ) to the writer of the document. This share, probably undivided[5], was sold by X to Y at a price of two "octania" and a half (ll. 3–4 τ[ρίτ]ō ἡ[μι]οκτανίō). But Y did not receive it as a single payment, but in different instalments. First, he gave two "hectania" and a half (l. 4 τρίτον ἡμιεκτάνιον) and the personal pledge (l. 5 ἐγγυητήριον τρίτην αὐτός). Afterwards he explains that X received "that" (κεῖνο) in the river, and the ἀρραβών "where the boats are moored". At this point he decides to mention the witnesses of this last payment, the advance payment, which leads him to explain that the witnesses of the final payment (τὸ χρῆμα τρίτον ἡμιοκτάνιον) were different persons.

The interpretation of these payment operations is perhaps the main problem of the lead. In this respect the value of the quantities is immaterial; the real interest lies in the succession of events and the number of instalments paid. Pouilloux – Lejeune's hypothesis, followed by Van Effenterre – Vélissaropoulos, has been the most successful, but it is not lacking serious problems. It is based, I think quite rightly, on the meaning of ἀρραβών, as a cash advance or deposit on account that can only refer to τρίτον ἡμιοκτάνιον. But because of this, they are obliged to consider that κεῖνο refers to the ἐγγυητήριον. That is to say, X took the personal guarantee (the ἐγγυητήριον of a τρίτη or "a third part") on the river, and the advance (the ἀρραβών of two hectania and a half) "where the boats are moored". This solution encounters three difficulties, rightly acknowledged by the authors:

1) If we have two antecedents (advance payment and pledge), it is quite surprising that κεῖνο should be used to refer to the last of them (ἐγγυητήριον). Of course, it would not be the only case, but we must admit that the normal use would be τοῦτο[6]. They have attempted to overcome this obstacle in a not very convincing way by supposing that the order of the exposition is inverse to the events. First Y would have delivered the ἐγγυητήριον as a personal guarantee before X; that is why it is mentioned as κεῖνο,

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[4] For different alternatives proposed, see Lejeune (n. 2), 322. Santiago (n. 1) restores ἐπρίατό τ' ἔλ[αιον]. As J. de Hoz says, all the supplements proposed are possible but identically arbitrary. I personally would prefer to read τελ[, for in such a careless writing style one would expect καί or δέ instead of τε.

[5] Specially if, like Lejeune, one prefers to restore a sg. ἀκάτι[ον] in l. 1. The share of a half would consist of half of the benefits obtained through its application, doubtlessly commercial.

[6] More often it may refer to a near referent when it is the only one. See Liddell – Scott – Jones s.u. ἐκεῖνος I 1.

which would mean something like "that first pledge". This implies still another question. If we have the sequence "I gave him two hectania and a personal pledge. This he took on the river; the advance he took where the boats are moored", the use of καί before κεῖνο in l. 5 is surprising to say the least. We should expect that this conjunction should connect the phrases which describe both scenarios, or it would not appear at all.

2) Therefore three payments are effected:

A. The personal guarantee of a *trite* on the river.

B. The advance of two hectania and a half, "where the boats are moored", before witnesses.

C. The final sum, which completes the two octania and a half, before different witnesses.

But, as we can see, only the venues of deliveries A and B are mentioned, but not the scenario of payment C. In the same way, the witnesses present at operations B and C are mentioned, but not those at A. This points to a certain incoherence.

3) The mention of payment C is made at the end of the text, in passing, in a subordinate clause ([ε]ὗτε δὲ ἀπέδωκα τὸ χρῆμα τρίτον [ἠμ]ιοκτάνι[ο]ν), and only in reference to witnesses, whom Y is obliged to detail in order to distinguish them from the ones at delivery B. This is rather strange since this is the main payment of the transaction, the one which concludes and validates it. As Lejeune says, "la mention directe, en proposition principale, qu'on en attendrait, s'est trouvée escamotée"[7].

As may be seen from his translation, Chadwick attempted to avoid these problems reducing the payments to two operations, obtaining a scenario and witnesses for each. But his interpretation, which is apparently quite straightforward, clear and coherent, requires that ἠμιοκτάνιον and ἠμιεκτάνιον be considered variants of the same word, ἐγγυητήριον and ἀρραβών as being synonyms, and τρίτην as being an adverbial accusative case for τρίτην ἠμέραν "on the third day".

That is to say, if ἠμιεκτάνιον is the same as ἠμιοκτάνιον, Y is paying the same quantity demanded by X, in addition to a pledge given "on the third day". This is not logical. That is why Chadwick is compelled to consider that both payments are preliminary, and that the final payment would appear in another subsequent and definitive document. He supposes then that the price paid by Y to X (τρίτον ἠμιοκτάνιον), is the price for one ἀκάτιον, not for all. So, the advance payment would be the value of a single boat.

Besides this difficulty, Lejeune has shown quite forcefully that ἠμιοκτάνιον is not the same as ἠμιεκτάνιον, that ἀρραβών and ἐγγυητήριον cannot be considered synonyms, and that it would not be acceptable to understand τρίτην as being an adverbial accusative without a preposition. That is why I agree with Lejeune and de Hoz that Chadwick's hypothesis must be rejected.

Dr. de Hoz reviews the solutions offered to date, placing special emphasis on the coincidence between τρίτην, understood as "the third" of ἀρραβών (that is to say, five units, which is one third of τρίτον ἠμιεκτάνιον = 15 units) and the amount of the final payment, which logically amounts also to five units (that is to say, τρίτον ἠμιοκτάνιον = 20 units minus τρίτον ἠμιεκτάνιον = 15 units). For this reason he considers that it would be ideal to find an alternative that would reduce the transaction to two phases – each with its own scenario and witnesses – by identifying ἐγγυητήριον with the final payment, while maintaining the difference of meaning between ἐγγυητήριον and ἀρραβών. This would also imply that Y is not an intermediary but the buyer himself. The problem is, as the author recognizes, that in order to identify the final payment with ἐγγυητήριον, it is necessary to provide this term with a special meaning, which is difficult to justify, even when it is a *hapax*[8].

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[7] Lejeune (n. 2), 319.

[8] R. A. Santiago (n. 1) attempted to follow a similar route, but accepting an impossible sense for ἐγγυητήριον. The Greek ἐγγύη can never be a quantity reserved as a guarantee for the purchaser (which really implies the last payment), but a quantity or kind deposited, at the beginning of a legal operation, by a third person as a guarantee for the seller. When there is a guarantee offered by the seller to the purchaser it is called βεβαίωσις, and it also usually comes from a third person. Cf. T. W. Beasley, *Le cautionnement dans l'ancien droit grec*, Paris 1902 [Roma 1978], 32ff.

On the other hand, it should be said that, if we follow this line of interpretation, the problems related to κεῖνο and καί remain, as commented in relation to Pouilloux – Lejeune's hypothesis. That is why Dr. de Hoz finally accepts as a more probable alternative the transaction in three payments of Pouilloux – Lejeune, by accepting that the writer omitted some facts, and that he acts as an intermediary of a third party, Z.

In view of the above, I should like to propose an alternative which provides the advantages of the former ideas but without their disadvantages, since a) it reduces the payments to two; b) it maintains different meanings for ἀρραβών and ἐγγυητήριον; c) it identifies ἀρραβών with the two hectania and a half; d) it preserves the meaning "pledge, guarantee, token" of ἐγγυητήριον. In my opinion, what Y paid "on the river" was the difference required to complete the two octania and a half, that is to say, the final amount. This explains the use of the pronoun κεῖνο, which alludes to the more remote referent, the first quantity mentioned in the text (l. 3 τ[ρίτ]ō ἡ[μι]οκτανίō) but without the need to name it because we already know it.

The proof that κεῖνο refers to τ[ρίτ]ō ἡ[μι]οκτανίō in the sense of "the final amount required to complete the two octania and a half" may be found in lines 11–12, when the difference between the advance and the total price is expressly mentioned as τὸ χρῆμα τρίτον [ἡμ]ιοκτάνι[ο]ν.

The ἀρραβών, a deposit or advance payment on account forming part of the total price and which is lost if the contract is not fulfilled, undoubtedly refers to the two hectania and a half but also, in my opinion, to the pledge given by Y, even when the term ἐγγυητήριον implies that it must be given back when the deal is concluded. Both payments are deposits or guarantees, but of a different kind. Besides, it is logical that they should be given at the same time, at the first moment of the transaction and at the same place.

This proposal reduces the payments to two, each with its scenario and witnesses. Besides, the order of these payments is the same as that of the events:

1st payment: "I gave him two hectania and a half and a pledge of one trite."[9] These deposits, logically paid at the first moment, were given "where the boats are moored", and before Basigerros, Bleryas, Golo.biur and Sedegon.

2nd payment: "And that (the difference between the aforesaid advance and the two octania and a half) he received on the river", before .auaruas, Nalbe..n (and Heronoiios?).

Undoubtedly, the phrase κεῖν' ἔλαβεν ἐν τῶι ποταμῶι is quite elliptical, but I think that we must not overvalue the gifts of Y as a writer. The document is written quickly, as the author remembers the operations, and without reflection between mental processes and written expression. It seems, as most authors also believe, that Y wrote it for himself, with the aim of keeping a record of the sums and the purchase conditions of the transaction in which he intervened. If the destiny of the document were the archives of Z, or if it had any legal value, we would expect a previously thought-out style, a clearer exposition and, without doubt, a formal scheme closer to the oldest Greek sale contracts of which we know[10].

With the second payment the transaction is completed. Thus the use of καί is explained, coordinating the two sentences describing the moments of the payments. If κεῖνο referred to ἐγγυητήριον, this first καί would be absolutely unnecessary, without any other connective or adversative conjunction introducing the following sentence. That is to say, the clause κεῖν' ἔλαβεν ἐν

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[9] I prefer, following Lejeune, to understand τρίτη as a monetary value, well known in the Ionian world, rather than as "a third part" of the advance, for in such a case the pledge would be equivalent to the quantity reserved for the last payment, which does not seem logical.

[10] Cf. M. P. de Hoz, "Aspectos formales y tópicos de los contratos privados sicilianos", *Emerita* 52, 1994, 325ff.; M. B. Hatzopoulos, *Actes de vente d'Amphipolis*, Athens 1991.

τῶι ποταμῶι is coordinated through καί with the previous one (τρίτον ἡμιεκτάνιον ἔδωκα . . .), which is on the same plane[11].

From this point on, the writing proceeds by association of ideas and mental jumps. When describing these two payments, Y describes the scenario of the second. Then he feels it is necessary to describe the scenario of the first: "the advance I gave where the boats are moored". At the same time he indicates the scenario of the advance payment, he decides to name the witnesses who were present at that moment. But this obliges him to point out that they were witnesses only when he made the advance payment, those to the second and definitive payment, referred to as κεῖνο, being other persons, whose names he adds.

This also solves the third problem in Pouilloux's interpretation: the main payment of the transaction, the one which completes the two octania and a half, and makes the sale effective, is not mentioned in passing but in a main clause, inmediately after the first payment, in an identical narrative and temporal sequence.

The only doubt, a minor one in my opinion, would be whether we must include the ἐγγυητήριον within the ἀρραβών. However, this last term may be used generically, because ἐγγυητήριον is really also a deposit, and both quantities (or cash plus kind) had to be given at the same time, in the first payment and, of course, at the same place. But, at least, it may be thought that, as Y omits return of the ἐγγυητήριον, he also excludes mentally this personal pledge from ἀρραβών, because its delivery and recovery are independent from the dealing accomplished by X and Z. Besides, the certainty that the total amount was paid, implies in itself that the pledge was given back. If we accept this possibility, it is logical to think that once recovered by Y at the end of the transaction, it was unnecessary to detail the circumstances in which it was recovered, especially if the destiny of the document was that it be kept in Y's own archives.

I now add an attempt at translation, based on the above conclusions:

«*(X) . . . bought a (some) boat(s) from the Emporitans. He bought . . . He passed over to me a half share at the price of two octania and a half. Two hectania and a half I gave in cash, and a personal pledge of one trite, and that final sum he received on the river. The advance payment* (i.e. two hectania and a half plus one trite) *I handed over where the boats are moored, Basigerros, Bleryas, Golo.biur and Sedegon being witnesses. These were witnesses when I handed over the advance; but when I completed the sum of two octania and a half, .auaruas, Nalbe..n* (and Heronoiios?) *were witnesses.*»

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[11] That is why I think it is preferable to change the high point after αὐτός in l. 5 into a comma.