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Lease of land

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Lease of Land

Arsinoite nome (?), II BCE

TM 971474

Description

P. Leiden Pap. inst. inv. 557 [acquired in 1971]. H. × W. = 8.3 × 5.2 cm. Light brown papyrus, broken off on three sides; only the left margin of approximately one cm is preserved. Possibly, the right part of the papyrus broke off along a vertical folding line.

On the *recto* the text is written along the fibers in an experienced and formal hand with occasional serifs at the end of letters. The two lines on the *verso* are written along the fibers in a more cursive hand, turned 90° to the left with respect to the text on the *recto*. The first hand could be dated to the second century BCE based on the letter shapes (see, e.g., *mu*, *nu*, *sigma*, *alpha*, *tau*, *upsilon*, *epsilon* etc.) and general appearance of P. Heid. VIII 414 (184 BCE); compare also the pointed *alpha*'s in, e.g., P. Tebt. III.1 819 (171 BCE). The more cursive second hand can be compared to P. Tebt. I 105 (103 BCE).

Introduction

This is a lease contract between the lessor Sarapion and (a minimum of) two lessees, whose names are not preserved on the *recto* of the papyrus (cf. οἱ μεμισθωμένοι, ll. 2–3 and 7–8). On the *verso*, however, the name Maron can be read as well as the first two letters of the name of a second person, namely Σα[. The personal names, Sarapion and especially Maron, as well as the parallel documents (see fn. 4) suggest a provenance in the Arsinoite nome.¹ The object of lease is a plot of royal land (see note to *verso*, l. 1) of 50 *arouras* and the rent is to be paid in kind (l. 14) in the month Payni (ll. 11–12). The lease is formulated in the objective style, probably in the form of a *hexamarturos*

sungraphe.² This type of lease contracts appeared in early Ptolemaic times.³

Due to the damage at the top of the fragment, the date and the introduction of the contracting parties are missing as well as a description of the land, the duration of the lease, the amount of the rent (see ll. 1–2) and other (general) conditions of the lease. What remains of the contract is part of the contractual obligations guaranteed by the lessor (ll. 2–4) and the lessees (ll. 8–16), followed by the penalty clauses in case of infringement of these obligations by the lessor (ll. 4–7) and the lessees (ll. 16–17), respectively. The formulas can also be found in other lease contracts from the second century BCE (see also notes to lines 6–7 and 13).⁴

² According to H.J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemaeer und des Prinzipats* (München, 1978), pp. 137–139, the formulation συγγραφὴ μισθώσεως (see *verso*) does not point to a *hexamarturos sungraphe* or a notarial *sungraphe* exclusively, but the expression does seem to be attested mostly during the third and second century BCE and refer typically to the first type of contract kept by a *sungraphophulax*; see, e.g., P. Enteux. 54, 3 (218 BCE) en P. Giss.Bibl. I 5, 7–8 (132 BCE).

³ J. HERMANN, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri* (München, 1958), pp. 16–18; D. HENNIG, *Untersuchungen zur Bodenpacht im ptolemäisch-römischen Ägypten* (Bonn, 1967), pp. 173–184; U. YIFTACH-FIRANKO, 'Who Killed the Double Document in Ptolemaic Egypt?', *AfP* 54.2 (2008), p. 203.

⁴ Close parallels are P. Tebt. III.1 819 (Oxyrhyncha, 171 BCE), BGU XIV 2390 (Herakleopolite nome, 160–159 BCE), P. Monts.Roca IV 77 (Hephaistias, 148 BCE), P. Tebt. I 105 (Kerkeosiris, 103 BCE), P. Tebt. I 106 (Kerkeosiris, 101 BCE) and P. Köln VI 275 (Arsinoite nome, 104–103 or 101–100 BCE); for a list of lease contracts from the second century BCE see HERMANN, *Bodenpacht*, pp. 248–250, and HENNIG, *Bodenpacht*, pp. 185–190. Parts of the text have been supplemented *exempli gratia* based on the formulas in other land leases (see also commentary notes below).

¹ Cf. TM Nam 5663 and 3988, respectively.

ΑΝΟΙ
 ΑΡΑΤΙΟΝ ΤΟΙΣ
 ΕΤΙ ΤΟΝ ΚΑΤΑ
 ΟΙΚΟΝ ΕΤΡΑ
 ΧΡΙΜΑ ΕΤΙ ΤΙ ΜΟΝ
 ΠΑΝΘΩΣ ΕΙΣ ΚΥΡΙΑ
 ΛΕΓΩΜΕΝΟΙ ΠΑΡ
 ΤΟ ΥΕΙΟΝ ΤΕΣ ΝΑΥ
 ΔΟΙΣ ΤΟΝ ΚΑΤΑ ΤΗ
 ΚΑΙ ΤΟ ΠΡΟΣ ΕΤΡΑ
 ΤΙΟΝΙΝΙΝ ΜΗΝΙΣ
 ΑΝΗΛΥΜΑΝ ΕΙΣ
 ΤΟΥ ΟΝΝΕΝ
 ΕΙΣ ΤΗΝ
 ΤΟΥ ΟΝΝ

Text 26 recto

[The text on the verso is extremely faint and largely illegible due to the fragmentary nature of the papyrus. Some characters are visible, including what appears to be 'ΕΙΣ' and 'ΤΟΥ', but the majority of the text cannot be transcribed accurately.]

Text 26 verso

Transcription

Recto

→ [— ca. 10 —] . . [— τὸ δὲ προγεγραμμένον ἐκφόριον ἅ-]
 ποδ[ότω]σαν οἱ μ[εμισθωμένοι ————— βεβαιώτω]
 Σαραπίων τοῖς με[μισθωμένοις —————]
 ἐπὶ τὸν κατ' αὐτὴν [χρόνον ————— ἐὰν δὲ μὴ βεβαι-]
 5 οἱ καθὰ γέγραπται [— — — ἀποτεισάτω — — — παρα-]
 χρήμα ἐπίτιμον χ[αλκοῦ] τάλαντα — — — καὶ μηδὲν ἦσσον]
 ἢ μίσθωσις κυρία ἔσ[τω]. — — — ἀνυπεύθυνοι ἔστωσαν οἱ με-]
 μισθωμένοι παντ[ὸς ἐπιτίμου καὶ πάσης ζημίας. — — —]
 ποτείσαντες ἀναπα[υσάτωσαν — — — τὸν]
 10 λοιπὸν κατασπειρ[άτωσαν — — —]
 καὶ τὸ προγεγραμμ[ένον ἐκφόριον — — — Σαρα-]
 πίων ἐν μηνὶ Παῦ[νι τοῦ — ἔτους — — —] καταστήσαντες τοῖς ἰδίοις]
 ἀνηλώμασιν εἰς ἄλ[ω — — —]
 πυρὸν νέον κα[θα]ρ[ὸν] καὶ ἄδολον μέτρῳ — μετρήσει δικαίαι —]
 15 δης Καλλίστ[ο]υ (?) [— — —]
 τοὺς ο[— — — — — ἐὰν δὲ μὴ ἀποδώσι καθὰ γέ-]
 γραπτα[— — — ἀποτεισάτωσαν — — —]
 —————

Verso

→ [(H2) — — —] συγγρ(αφή) μισθώσεως βα(σιλικῆς) γῆς (ἀρουρῶν) ν
 [— — — — —] Σαραπίωνος πρ(ὸς) Μάρωνα καὶ Σα[— — —]

Recto 9. l. ποτίσαντες Verso 1. συγγρ pap. β^l pap. ἀρουρῶν: Ϝ pap. 2. πρ(ὸς): Ϝ pap.

Translation

‘(Recto) ... the lessees shall pay [the aforementioned rent in kind ...] Sarapion [shall guarantee] the lessees ... for the duration of the lease [... If he fails to guarantee them] as aforesaid [... he pays ...] immediately a fine of [... talents of bronze ... while] the validity of the lease shall [not be affected ...] the lessees [shall not be liable to a fine or penalty] of any kind ... irrigating, they shall sow light crops ... the remainder they are to sow ... and the above written [rent in kind ...] to Sarapion in the month Payni [of the ... year ... delivered at their own] expense to the threshing floor ... in wheat, new, pure [and unadulterated in the ... measure ... by just measurement] ... of Kallistos (?) ... [if they fail to deliver as] aforesaid, [they shall pay ...].’

(Verso, hand 2) ‘Contract of lease of 50 arouras of royal land ... of Sarapion with Maron and Sa ...’

Commentary

τὸ δὲ προγεγραμμένον ἐκφόριον ἅ[ποδ[ότω]σαν οἱ μ[εμισθωμένοι: the addition ἐκφόριον (rent in kind) is based on πυρὸν in l. 14 of the fragment. The sentence could perhaps be supplemented with τὸ δὲ προγεγραμμένον ἐκφόριον; cf. τὸ προγεγραμμ[ένον ἐκφόριον in l. 11 and see, e.g., P. Tebt. III.1 819, 31–32: τὸ δὲ προγε[γραμμένον ἐκφόριον ἀποδότω Φιλάμμων] | Πυλάδει.

βεβαιώτω] | Σαραπίων τοῖς με[μισθωμένοις: not only the lessees need to guarantee that they will keep the terms of the contract, such as sowing particular crops and paying the rent (see ll. 8–17), the lessor, in this case Sarapion, must also guarantee that the terms of the contract will be upheld, for example that the lessees can work the land without hindrance from the

lessor or third parties during the period of the lease. This type of guarantee by the lessor is also found, for example, in the contracts P. Tebt. III.1 819, 34–36, P. Monts.Roca IV 77, 31–33, P. Tebt. I 105, 29–30 and PSI X 1098, 16–18 (Tebtynis, 51 BCE) βεβαιούτω (l. βεβαιώτω) δὲ Ἀρίστων τοῖς μεμισθωμένοις | τὴν μί[σθ]ωσιν ταύτην ἐπεὶ (l. ἐπὶ) τὸν συγγεγραμμένον χρόνον 'let Ariston guarantee this lease to his lessees for the duration of the contracted time'.

- 4 ἐπὶ τὸν κατ' αὐτὴν [χρόνον: this guarantee is given for all the terms of the lease during its term. The more common formulation seems to be ἐπὶ τὸν (συγγεγραμμένον) χρόνον (see examples in previous note) but one attestation of the same more specific phrase can be found in P. Mich. X 585, 15–16 (Bakchias, 87 CE) πάσῃ βεβαιώσῃ (l. βεβαιώσῃ) ἐπὶ τε τὸν κατ' αὐτῆς (l. αὐτῆν) [χρόνον] 'with full guarantee for the time stipulated by the contract'. An example of such a term is that in case of a sale of the land the lessees are to be able to proceed with their work without hindrance from the new owner. This can be guaranteed by a third-party beneficiary clause as is, for example, present in the contract of land sale of P. Mich. V 254–255, 7 (Tebtynis, 30–31 CE) μηνούσης (l. μενούσης) τῷ γεωργῷ τῆς τοῦ αὐτοῦ ἔτους μισθώσεως 'for the present year the lease remains valid to the tenant'.
- 4–6 ἐὰν δὲ μὴ βεβαι[ο]ῖ καθὰ γέγραπται [– – – ἀποτείσάτω – – – παρα]χρήμα ἐπίτιμον: referring to the consequences for the lessor in case of failure to guarantee the contractual obligations (cf. note to l. 3); see, e.g., P. Tebt. III.1 819, 11, BGU XIV 2390, 27–28 (Herakleopolite nome, 160–159 BCE), and P. Tebt. I 105, 34–35: [ἐὰν δ]ὲ <αὐ>τοὺς μὴ βεβαιοῖ καθὰ γέγραπται ἢ ἄλλο τι παρασυγγραφῇ τῶν προγεγραμμένων ἀποτείσάτω Ὁρίω[ν] | Πτ[ολε]μαίω ἐπίτιμον χαλκοῦ τάλαντα τριάκοντα 'if he does not guarantee the stipulations as written above or if he breaks contract regarding something else of the before-mentioned agreements, let Horion pay Ptolemaios a fine of thirty talents of bronze'.

- 6 ἐπίτιμον χ[αλκοῦ τάλαντα: the exact height of the fine is not preserved, but considering the significant plot of 50 *arouras* (see l. 18) the fine is likely to have been a certain number of talents of bronze drachmas, see, e.g., P. Tebt. III.1 819, 38–39: ἐπίτιμον χαλκοῦ | νομίσματος τάλαντα δύο, i.e. 2 talents for a plot of 5 *arouras*, P. Monts.

Roca IV 77, 11: ἐ[π]ίτιμον χαλκοῦ τάλαντα εἴκοσι καὶ τὸ βλά[βος, i.e. 20 talents for a plot of 15.25 *arouras*, and P. Tebt. I 105, 35–36: ἐπίτιμον χαλκοῦ τάλαντα τριάκοντα καὶ τοῦ μὴ ἀποδοῦναι τὸν εἰς τὴν χερσοκοπίαν χαλκὸν ἡμ[ί]λιον | καὶ τὸ βλάβος 'fine of 30 talents of bronze, and for failure to pay the money for the breaking up of the dry ground one and a half times that sum and the loss incurred' for three plots possibly amounting to 25 *arouras* (see ed. pr.). Various other conditions and sums could be added to this penalty clause, as, e.g., in P. Tebt. I 105, 35–36, and BGU XIV 2390, 27–28. For the expected height of the fine see HERMANN, *Bodenpacht*, pp. 154–155, and HENNIG, *Bodenpacht*, pp. 73–81.

- 6–7 καὶ μηδὲν ἦσσαν] | ἡ μίσθωσις κυρία ἔστω: after the phrase ἡ μίσθωσις κυρία ἔστω, our contract continues with the contractual obligations of the lessees and, therefore, this clause should not be identified with the κυρία-clause normally placed at the end of the body of the contract. This construction of an additional clause καὶ μηδὲν ἦσσαν ἡ μίσθωσις ἦδε κυρία ἔστω in this position in the contract seems to occur almost exclusively in lease contracts dated to the second century BCE; see, e.g., BGU XIV 2390, 29, P. Monts.Roca IV 77, 11 and P. Tebt. I 105, 36.

- 7–8 ἀνυπεύθυνοι ἔστωσαν οἱ με[μ]ισθωμένοι παντ[ὸς] ἐπιτίμου καὶ πάσης ζημίας: cf., e.g., P. Tebt. I 105, 36–37: [οἱ δ'] ἀντεξάγοντες τὸν εἰσβιαζόμενον εἰς τὴν γῆν καὶ αὐ[τὸς] | Πτολεμαί[ος] καὶ οἱ παρ' αὐτοῦ ἀνυπεύθυνοι ἔστωσαν παντὸς ἐπι[τί]μου καὶ πάσης ζημίας 'if they expel intruders upon the land, both Ptolemaios himself and his agents shall not be liable to fine or penalty of any kind' and P. Köln VI 275, 6–7: ἀνυπεύθυνοι ἔστωσαν οἱ μεμισ[θ]ωμένοι καὶ οἱ παρ' αὐτῶν παντὸς ἐπιτίμου κ[αὶ] πάσης ζημίας 'the lessees and their agents shall not be liable to a fine or penalty of any kind'.

- 9–10 ποτείσαντες ἀναπα[υσάτωσαν – – – τὸν] | λοιπὸν κατασπειρ[άτωσαν: this phrase refers to the agricultural state of the farmland. The lessees are bound to perform certain duties during the lease and to return the estate in the proper condition; see, e.g., P. Yale I 51, fr. B 18–19 (Kerkessoucha, 184 BCE) ἀναπαυσ[άτωσαν] Ἀγαθοκλῆς καὶ Ἡρακλῆς τὴν | [μεμισθωμένην αὐτοῖς γῆν κατ'] ἔτος χόρτωι ἢ ἀράκωι ἢ τήλει ἢ γένεσι[ν] πάσιν οἷς ἀν βούλωνται 'let Agathokles and Herakles yearly sow with light crops the land leased by them with fodder

- or chickling or fenugreek or all the crops they desire' and P. Tebt. I 105, 32 and 38: ποτίζοντας κατ' ἔτος τὸν σπόρον εἰς φύλλον 'watering the crop yearly' and τὴν τε γῆν κατεργασάσθω (l. κατεργασάσθω) Πτολεμαῖος καὶ ἀναπαυσάτω κατ' ἔτος τὸ ἥμισυ 'let Ptolemaios cultivate the land and let him sow light crops on the other half every year'.
- 11–12 τὸ προγεγραμμένον ἐκφόριον – – – Σαρα]πίωνι ἐν μηνὶ Παῦνι τοῦ – ἔτους: the month Payni (associated with the payment of harvested goods, see note to l. 12), and ἀνηλώμασιν (transport costs, see note to l. 13) are mentioned afterwards, meaning that the προγεγραμμένον can only refer to the rental sum; cf., e.g., BGU VI 1271, 3 (Philadelphieia or Theadelphieia, 180–145 BCE) 13 τὰ ἐπιγεγραμμένα ἐκφόρια ἐπὶ τῆς ἄλλω ἐμ (l. ἐν) μηνὶ Ἀπελλαίῳ Αἰγυπτίων δὲ Παῦνι 'the above-written rents in kind at the threshing floor in the month Apellaios, called Payni by the Egyptians' and P. Köln VI 275, 7–8: ἀποδότησαν δὲ οἱ μεμισθωμένοι | Ζηνοδώρῳ τὸ ἐκφόριον ἐν μηνὶ Παῦνι τοῦ τεσσαρεσκαίδεκάτου ἔτους 'let the lessees pay to Zenodoros the rent in kind in the month Payni of the fourteenth year'.
- 12 ἐν μηνὶ Παῦνι: the contract follows the normal agricultural year in which the fruits of the land leased were due in the month Payni; see also examples in the note above. See for the payment of rent in kind, HENNIG, *Bodenpacht*, pp. 22–24, HERMANN, *Bodenpacht*, pp. 107–109, and SCHNEBEL, *Landwirtschaft*, pp. 164–165. For the usual start dates of these agreements see HERMANN, *Bodenpacht*, p. 95.
- 12–13 καταστήσαντες τοῖς ἰδίοις | ἀνηλώμασιν: the contract regulates the transport costs from the field to the place, where either the payment had to be made or the wheat was to be weighed and then paid. These transfer costs were to be paid by the lessees; cf., e.g., P. Tebt. I 105, 39–42: καταστήσας εἰς τὴν αὐτὴν πρὸς Ὀρίῳνα οὗ ἂν συντάσῃ ἐ[ν] τῇ αὐτ[ῇ] κώμῃ | τοῖ[ς] ἰδ[ίο]ις ἀνηλώμασιν 'it shall be delivered to Horion (i.e. the lessor) at the village at whatever place he may fix in the said village at his own (i.e. the lessee's) expense'. The spelling of ἀνηλώμασιν instead of ἀναλώμασιν is most common during the second century BCE; its last certain attestation is in P. Mich. V 354, 27–28 (Tebtynis, 52 CE).
- 13 εἰς ἄλλω: a plausible supplement would be εἰς ἄλλω 'delivered to the threshing floor'. This exact formulation is not attested, but compare, e.g., P. Amh. II 46, 6 (113 BCE) εἰς οἶκον with ἐπὶ τῆς ἄλλω in BGU VI 1271, 3 and ἐπὶ τῇ ἄλλω in P. Tebt. I 105, 24. The phrase ἐφ' ἄλλω to pay 'at the threshing floor' is also frequently found in lease contracts from the first and second century CE; see, e.g., P. Oxy XLIX 3489, 30 (72 CE), P. Mert. II 68, 26 (136 CE) and P. Tebt. II 450, 17 (141 CE). Another possible supplement would be a village name, starting with Αλ-, such as the village Alexandrou Nesos (TM Geo 105); cf., e.g., P. Yale I 51, fr. B 23–24: καταστ[ήσαντες] τοῖς ἰδίοις ἀ[νη]λώμασιν εἰς Κερ[κεσού]χα. πυρὸν νέον: these words are almost always followed by καθαρὸν and ἄδολον, after which may follow specifications on how to measure out the wheat, often dependent on the village where the wheat was to be delivered; see, e.g., P. Yale I 51, B 22–23, BGU VI 1271, 4–6, and P. Tebt. I 105, 39–42: ἀποδιδοὺς πυρὸν νέον κ[α]θαρὸν ἄδολον ἀπὸ πάντων μέτρῳ ἑξαχοινίκῳ δρόμου τοῦ ἐν τῇ προγεγρ[αμ]μένη | κώμῃ Σουχιεῖου μετρήσει δικαίαι 'paying wheat that is new, clean and unadulterated in any way measured with the six-choinix measure of the avenue of the temple of Souchos in the above-written village by just measurement'. As the exact date and provenance are not preserved, we do not know whether a specific measure was mentioned and, if so, which one.
- 15 ὁ[ς] Καλλίστ[ο]υ (?): the reading of this line is problematic due to the damage on the papyrus and the lack of parallels, but it may have been part of a name and a patronymic. The personal name Kallistos is attested in Greek and Demotic texts, especially during the Ptolemaic period (see TM Nam 3561).
- 16 τοὺς ο[ὗ]: possibly τοὺς ὁ[μολογοῦντας]?
- 16–17 ἐὰν δὲ μὴ ἀποδῶσι καθὰ γέ[γραπται] ἀποτείσ[α]σαν: after the clauses guaranteeing that the terms of the contract will be upheld by the lessor (cf. note to ll. 3–6), this would be part of the clause specifying the fines for the lessees in case of not paying the rent or violating any of the other conditions mentioned above (ll. 8–16); see, e.g., BGU XIV 2390, 33–34: ἐὰν δὲ [μ]ὴ ἀποδῶι καθὰ γε[γραπται] ἀποτείσ[α]τω Πολυήρατος 'but if he fails to pay as aforesaid, Polyeratos shall pay';

P. Tebt. I 105, 43: ἐὰν δὲ μὴ ἀποδῶ καθὰ γέγραπται ἢ ἄλλο τι παρασυγγραφή: τῶν προγεγραμμένων ἀποτείσστω Πτολεμ[αῖος] ‘but if he fails to pay as aforesaid or if he breaks contract regarding something else of the before-mentioned agreements, Ptolemaios shall pay ...’.

Verso

- 1 συγγρ(αφή) μισθώσεως: cf. the docket of P. L.Bat. XXII 4, *verso* 13 (Tenis – Hermopolite nome, 108 BCE) συ(γγραφή) μισ(θώσεως) | Διονυσίου and P. Hib. II 263, 28–31 (Herakleopolis, ca. 225 BCE) [συγγραφή] | μισθώσεως γῆς | πρὸς Ζωπυρίωνα καὶ | το[ύς] μετόχους.
- βα(σιλικῆς) γῆς (ἀρουρῶν) ν: if the reading is correct, this lease would concern a sub-lease of royal land from one farmer to another. Private sub-lease contracts for royal land are rare in the Ptolemaic period, see J. ROWLANDSON, ‘Freedom and Subordination in Ancient Agriculture: The

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Case of the βασιλικοὶ γεωργοί of Ptolemaic Egypt, *History of Political Thought* 6.1/2 (1985), pp. 334–336, but a copy or draft of a possible example could perhaps be found in P. Tebt. III.1 815, Fr. 3 *recto* col. ii (223–222 BCE), and the existence of the practice is confirmed, for example, by references in the petitions P. Tebt. I 42 (114 BCE) and III 805 (113 BCE).

πρ(ός): a *pi-rho* ligature is used to introduce the contracting party of Sarapion. Different shapes of this ligature can be found in dockets of contracts, such as a *rho* with a *pi* written through it, see, e.g., P. L.Bat. XXII 31, 19 (Hermopolis, 104 BCE), or a *rho* with a bow resembling a *pi*, see, e.g., P. L.Bat. XXII 23, 32 (Hermopolis, 108 BCE), to the form attested here, which looks more like a *rho* with a horizontal stroke, almost like a staurogram, see, e.g., P. Oxy XLIX 3485, 40 (38 CE) and P. Mich. v 335, 18 (56 CE).

Quintijn Mauer