

A LAND LEASE FROM THE AGE OF AUGUSTUS

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P. Mich. Inv. 1427

13.5 × 25 cm.

30 October, 4 B.C.

The text presented here is a papyrus contract from the collection of the University of Michigan at Ann Arbor. For permission to publish the document, and for invaluable aid in deciphering and interpreting it, I should like to express my gratitude to Professor H. C. Youtie.

In this unusually complex agreement, Demetrius, son of Theon, leases to one Thoônios¹ at least four parcels of land. The top of the papyrus is lost, so that one cannot be certain whether still more properties may not have been mentioned earlier in the contract.² The surviving text distinguishes the following plots:

1. Land to be sown in aracus, at a rent of two artabs of wheat per aroura (lines 1-2).

2. Land to be sown in barley, at the same rent (line 2, with note *ad loc.*). This property was to be leased again the following year at the increased rent of five artabs of wheat per aroura (lines 33-36).

3. A διῶρυξ to be sown in grass for fodder, the crop to be shared equally by lessor and lessee (lines 3-6).³

4. Six arourae of dry land which the lessee was to prepare for future cultivation. In performing this work he was to have use of a yoke of oxen supplied free of charge by the lessor. As the task of reclamation was scheduled after seedtime, no harvest could be expected; and accordingly no rent was required (lines 7-10).

¹ Or Thoônios; cf. note to line 14.

² It is very likely that at least one additional plot was involved in the agreement; see the notes to line 3.

³ For juristic discussion of such examples of "Teilpacht" see J. Herrmann, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri*, Münch. Beitr. 41 (München 1958) 204 ff.; D. Hennig, *Untersuchungen zur Bodenpacht im ptolemäisch-römischen Ägypten* (Dissert. München 1967) 6-7.

It was incumbent on the lessee to free the land of a weed called *kypéris*; in return for carrying out this task, his rent was to be reduced by eight artabs of wheat. This at least is the most natural interpretation of the arrangement which in lines 11–14 is expressed as a sale of wheat by the lessor to the lessee, if one may equate the value of the lessee's labor with the price which the lessor acknowledges receiving for the wheat.⁴ The lessee had in addition the unusual obligation to furnish the lessor with a special dinner in Pachon, the month of harvest (lines 14–16).

The phraseology of the contract indicates that it comes from the Oxyrhynchite Nome.⁵ This origin would be consistent with the mention of Little Panchylis in line 16.⁶

Together with the top of the papyrus there has been lost a clause stating the duration of the contract, but the provision to renew the lease for part of the land “next year” (εἰς τὸ εἰσιδὸν ἔτος, lines 34 f.) shows that the bulk of the property was rented only for the single year in which the agreement was drawn up, 4/3 B.C.

- [± 8] . εἰ ἡνδ . [± 5] ξυλαμήσει ἀρ[ά]κ[ω]
 ἐκφορίῳ [τ]ῆς κριθῇ καὶ ἀράκου ἀνὰ πυροῦ ἀρτάβας δύο,
 πάσας δὲ ἐγ γεομετρίας ἐξ ὀρθογωνίου· τὴν δὲ διώ-
 ρυγα ξυλαμήσει χόρτου ἐφ' ἡμισέα ὥστ' ἔχειν ἐκάτερον
 5 ἐξ ἴσου τὸ ἡμισυ· ὁ δὲ Δημήτριος ἔξει τὸ αὐτοῦ ἡμισυ
 κεκομμένον ὑπὸ τοῦ Θεώνιος τοῖς ἑαυτοῦ ἀνηλώμασι(ν)·
 τὰς δὲ πρότερον Νεοπτολέμου ἀρούρας ἔξ χερσοκο-
 πήσει ὁ μεμισθωμένος ἐφ' ᾧ ὁ Δημήτριος παρέξεται
 αὐτῷ μετὰ τὴν κατασπορὰν ταυρικὸν ζεῦγος μέχρι
 10 τοῦ χε[ρσ]ροκοπηθῆναι ταύτας χωρὶς μισθοῦ. ἀκίνδυ-
 να τὰ ἐ[κφ]όρια παντὸς κινδύνου. ὁμολογε<ι> δὲ ὁ Δημή-
 τριος ἔχ[ε]ιν παρὰ τοῦ Θεώνιος τειμὴν πυροῦ ἀρταβῶν
 ὀκτὼ εἰ[ς] λόγον κυπηροτομίας, ἃς παραδέξεται αὐ-
 τῷ ἀπὸ τῶν ἐκφορίων. δώσει δὲ ὁ Θεώνιος τῷ
 15 Δημη[τ]ρίῳ ὁπόταν αἰρήται ὁ Δημήτριος ἐν τῷ Παχῶ(ν)

⁴ Other instances of financial compensation by lessor to lessee in exchange for land improvement are discussed by Herrmann, *Bodenpacht*, 131 ff.

⁵ The closest parallels are *P.Oxy.* 14.1628 (73 B.C.); 2.277 (19 B.C.); 8.1124 (A.D. 26); and *PSI* 9.1029 (A.D. 52). Typically Oxyrhynchite expressions are pointed out in notes to lines 1, 10–11, 13, and 16–17. Other Oxyrhynchite leases may be found in the lists given by Herrmann 247 ff., and Henning 173 ff.

⁶ The name Panchylis has previously been found only in two Oxyrhynchite texts cited in the note to line 16; *Παγκύλις ἡ μικρά* is new. It is not, however, the location of the farmland, but the place where the dinner for the landlord is to be held.

- ιστιατ[ορ]ίαν εἰς Παγκύλιν τὴν μικράν. ἐὰν δὲ πρα-
 χθῇ ὁ μεμισθωμέ[νο]ς εἰς τὸ δημόσιον ἢ [ε]ἰς ἄλλο τι
 καθ' ὄντιμον τρόπον [ὑπ]έρ τοῦ Δημητρίου [ἢ τῆ]ς γῆς
 ὑπολογεῖται ἀπὸ τ[ῶν] ἐκφορίων. τῶν δὲ κ[α]ρπῶν
 20 πάντῳ[ν κ]υριεύτω ὁ Δημήτριος καὶ οἱ παρ' αὐτοῦ
 ἕως τὰ αὐτοῦ κομίσσεται καὶ βεβαιούτω αὐτῷ τὴν
 μίσθ[ωσι]ν πάσῃ βεβαιώσει· βεβαιουμένης δ' αὐτῆς
 ἀποδ[ότω] τῷ Δημητρίῳ τὰ ἐκφόρια ἐν τῷ Παιῦνι εἰς
 τὸ ἰσ[ιόν] ἔτος ἐπὶ τῶν περὶ τὸ Δεῖλον ἐποίκιον
 25 ἄλων πυρρὸν νέον καθαρὸν ἄδαλον ἄκριθον μέτρῳ
 τετραχοινίκῳ τῷ τοῦ Θεώνιος ἢ ἀποτεισάτω
 τεμ[ή]ν· ἐκάστ[ης] ἀρτ[άβης] ἥς ἐὰν πῇ ἀποδῶ χαλκοῦ δραχμὰ (s)
 τετρ[α]κισχειλίας· ἥς δ' ἐὰν καταλίπη εἰς ἄσπορον
 τὸ ἐκφόριον διπλοῦν· τοῦ δ' ἐνκαταλιπεῖν τὴν γεωργία(ν)
 30 χωρὶς τ[ῶν] προκειμένων ἐπίτειμον ἀργυρίου δραχ(μὰς)
 διακοσίας καὶ εἰς τὸ δημόσιον τὰς ἴσας. ἢ δὲ πρᾶξις ἔστ(ω)
 τῷ Δημητρίῳ ἕκ τε τοῦ μεμισθωμένου καὶ ἐκ τῶν
 ὑπαρχ[ό]ντων αὐτοῦ πάντων καθάπερ ἐν δίκῃς. τὰς
 δὲ τῆς κριθῆς ἀρούρας μισθώσεται ὁ Θεώνιος εἰς τὸ
 35 εἰσιὸν ἔτος καὶ τελέσει τούτων ἐκφόριον ἐκάστης ἀρο(ύρης)
πυροῦ ἀρτάβας πέν[τ]ε. κυρία ἢ μίσθωσις.
 (ἔτους) κζ Καίσαρος, Ἀθὺρ γ̃

(2nd hand)

- Δημήτριος Θεώνος μεμισθωκα κὲ ἔχωι
 τὴν τιμὴν τῶν τοῦ πυροῦ ἀρταβῶν ὀκτώ, ἄς
 40 καὶ παραδέξομαι ἐκ τῶν ἐκφορίων καθὼς
 πρόκειται. (ἔτους) κζ Καίσαρος, Ἀθὺρ γ̃

2. ἀράκῳ 3. ἐκ γεωμετρίας 4. χόρτω
 12. Θεώνιος corrected from Θεώνος; τιμὴν
 14. After τῷ is a filler stroke.
 24. εἰσιὸν, but cf. text below.
 25. ἄδολον 27. τιμὴν; μὴ 28. τετρακισχειλίας
 30. ἐπίτιμον 33. ἐκ 38. καὶ ἔχω

NOTES

1. The mutilated passage is discussed in the note to line 2.

ξύλαμῆσει: the use of this word for sowing indicates an Oxyrhynchite origin for the text. See Hennig, *Bodenpacht*, p. 42 with note 8 on p. 123; 43; 45 with note 37 on p. 125; 47.

ἀρ[ά]κ[ω]: a legume which is mentioned often in papyri, but which has never been satisfactorily identified. Cf. M. Schnebel, *Die Landwirtschaft im hellenistischen Ägypten*, Münch. Beitr. 7 (München 1925) 183 ff.; P. Lugd-Bat. II.8, II note.

2. [τ]ῆς κριθῆ καὶ ἀράκου (read ἀράκω): with [τ]ῆς understand γῆς. The end of line 1 speaks only of sowing aracus; land planted with barley must therefore have been mentioned earlier, in the lost or mutilated portion of the text. Before ξυλαμήσει one might then expect τὴν δὲ [ἄλλην], τὴν δὲ [τρίτην], *vel sim.* (sc. σφραγίδα or other feminine word for a parcel of land), to distinguish the field of aracus from the other property; but the remnants of ink do not particularly support such a reading. Traces earlier in the line are not compatible with any case of κριθή.

3. πάσας δέ: with πάσας understand ἀρούρας. Since πάσας stands in contrast to [τ]ῆς κριθῆ καὶ ἀράκου, there must have been at least one parcel of land which was to be surveyed in addition to the fields of aracus and barley. Conceivably the land meant is simply the διῶρυξ and the six arourae once held by Neoptolemus: these were no doubt mentioned in the beginning of the contract, though the terms on which they were to be farmed are not stated till lines 3 ff. But the Greek phrasing does not encourage this interpretation, and a survey of the canal and dry land seems rather pointless (cf. following note). More probably one should infer that the lost text included reference to one or more further pieces of land rented at a set charge per aroura, but at a different rate from that for the aracus and barley.

ἐγ γεωμετρίας (read ἐκ γεωμετρίας): "in accordance with a survey, as fixed by survey;" for the construction cf. E. Mayser, *Grammatik der griechischen Papyri aus der Ptolemäerzeit*, 2.2 (Berlin and Leipzig 1934) 388–89. Frequent new surveys were needed in Egypt especially because of the annual flood, which could produce rapid changes in the features of the land: cf. A. C. Johnson, *Roman Egypt to the Reign of Diocletian* (Vol. 2 of Tenney Frank's *Economic Survey of Ancient Rome*, [Baltimore 1936]) 29 ff. In leases, clauses which provide for a survey are associated with land rented at a fixed rate per aroura and are apparently meant to protect the lessee from paying such a rent based on a false estimate of the cultivable land area; see Herrmann 163 f.; cf. also *P.Oxy.* 3.499, 17 note. This being so, it is

unlikely that the parties to this contract intended to undergo the expense of surveying the canal leased on a half-share basis or the dry land for which no rent was charged; cf. preceding note.

3-4. διώρυγα: presumably the bed of a canal which had gone dry, since it could be cultivated.

4. ἡμισέα = ἡμισεία: for the use of simple ε instead of ει to represent closed ē before α, see Mayser, *Grammatik* I (Leipzig 1906) 67-68.

10-11. ἀκίνδυνα τὰ ἐ[κφ]όρια: this clause is intended as a safeguard for the lessor: it requires the lessee to deliver the full rent as stated despite possible crop failure, loss of harvest through brigandage, or the like. See Herrmann, 143 ff.; U. Wollentin, 'Ο Κίνδυνος in den Papyri (Dissert. Köln 1961) 31 ff. and 61 ff. The usual later Oxyrhynchite formula was ἀκίνδυνα πάντα παντός κινδύνου; for ἐκφόρια instead of πάντα cf., e.g., *PSI* 9.1029.20 and *P.Princ.* 3.147.16. Outside the Oxyrhynchite Nome a further phrase was regularly added, καὶ ἀνυπόλογα παντός ὑπολόγου, *vel sim.*

11. ὁμολογε<ι>: various circumstances in which ει might be reduced to ε in Greco-Egyptian koinê are listed by Mayser, *Grammatik* I. 67-71, but none of them apply here. In view of the scribe's invariable use of the correct -ει ending elsewhere in the text (lines 1, 4, 5, 8, 14, 35) it seems better to assume that ι was omitted by mere error than to read ὁμολογε̅ as a vulgar equivalent of ὁμολογεῖ.

11-14. ὁμολογε<ι> κτλ.: the phrasing is that of a conventional sale of wheat with payment in advance of delivery, for which see F. Pringsheim, *Greek Law of Sale* (Weimar 1950) 268-86. But cf. introduction.

13. κυπηροτομίας: *addendum lexicis*. The weed κύπηρις is mentioned in *P.Oxy.* 2.374 (A.D. 6): ἐπάναγκον δὲ τὸν με[μ]ι- [σθωμ]ένον κυπηρολογήσκειν καὶ παραδοῦναι τῷ Διδύμῳ τὴν γῆν κ[αθ]αρὰν ἀπὸ κυπήρεως. Cf. κύπειρις, κύπειρον, κύπειρος, κύπερος; Schnebel, *Landwirtschaft* 118-19. The present text and the *Oxy.* passage just cited are the only attestations of the spelling in -η-.

14. ὁ Θεώνιος: genitive Θεώνιος (lines 6, 12, 26) indicates nominative Θεώνις, but nominative Θεώνιος is found also in line 34. Variation in the form of names is common in papyri: cf. the variants of Abinnaeus in *P.Abin.* p. 6; *P.Mich.* 8.490, 1 note; *P.Cair.Isid.* 113,

1 note; *P.Petaus* 12, 2-6 note; 59, 16 note. The endings -ις and -ιος were often interchanged; cf. D. J. Georgacas, *CP* 43 (1948) 243 ff.

15. *Παχώ(ν)*: 26 April-25 May, the chief harvest month. Cf. note to line 23.

16. *ἰστιαπ[ορ]ίαν*: this, not *ἑστιατορίαν*, is the only spelling thus far found in the papyri. The requirement to give the landlord a meal has not occurred before, but is analogous to the "extras" well known in leases; cf. Herrmann 114 ff.; S. Eitrem, "*Σπονδή, Θάλλος, and Other Extra Payments in Papyri*," *SO* 17 (1937) 26 ff.

Παγκῶλιν τὴν μικράν: not previously attested, but cf. *Πανκῶλιν* (*P.Oxy.* 4.732.5) and *Πανκῶλιν Ἀπατοῦ* (*P. Merton* 1.36.7; cf. 24).

16-17. *ἐὰν δὲ πραχθῇ κτλ.*: cf. *P.Oxy.* 2.277.8 ff.; 8.1124.3 ff.; 14.1628.21 ff.; *PSI* 9.1029.21 ff. For corresponding but slightly different formulae outside the Oxyrhynchite Nome cf. *PSI* 10.1098.29 ff. (Arsinoite); *P.Amh.* 2.85.11 ff. and 86.14 ff. (Hermopolite).

23. *τὰ ἐκφόρια*: since this term is later described as *πυρός* (line 25), it includes the rental for the land in barley and aracus, but not the half share of the grass crop.

Παῶνι: 26 May-24 June. The usual month for grain deliveries, after the harvest in Pachon; cf. Schnebel 164; Montevocchi, *Aeg.* 24 (1944) 144.

23-24. *εἰς τὸ ἰσ[ιὸν] ἔτος*: the text as it stands can only mean that the rent for crops grown in year 27 of Augustus (4/3 B.C.), and therefore harvested in the spring of 3 B.C., was not to be paid until a year later, Payni of 2 B.C. This is too extraordinary to be true: such an arrangement could not be intended as special compensation to the lessee for his unusually extensive labor, because lines 19-21 reserve ownership of the crop for the lessor (i.e., prevent the lessee from consuming it) until the rent is paid. It is simplest to assume that *εἰς τὸ ἰσ[ιὸν] ἔτος* is a slip for *τοῦ ἐνεστῶτος ἔτους*.

24. *τὸ Δείλου ἐποίκιον*: unknown outside this text. The proper name has previously occurred in papyri only in *BGU* 7.1716.7, where it is spelled *Δήλος*. The *Onomasticon* reports an apparent by-form *Δειλᾶς* as being found in *P.Merton* 1.27, but the Merton papyrus reads the common *Δειδᾶς*.

25-26. *μέτρῳ . . . τῷ τοῦ Θεώωνιος*: ordinarily when grain payments are to be made by a measure in private possession, the latter belongs to

the lessor or a third party. The only other instance known to me in which the lessee's measure is to be used is *P.Princ.* 3.147.26 f. Cf. in general Herrmann 103 ff.; Hennig 13 ff.

27-28. χαλκοῦ δραχμὰ(ς) τετρ[α]κισχειλίας: this penalty price for an artab of wheat is found also in *PSI* 10.1099 (Oxyrhynchus, 6/5 B.C.). For evidence on wheat prices see *P.Sarap.* pp. 327 ff.

28. ἥς δ' εἰὰν καταλίπη εἰς ἄσπορον τὸ ἐκφόριον διπλοῦν: cf. *P.Oxy.* 8.1124. 14 f.: τῆς δ' ἀπὸ ξυλαμῆς κ[αί] ἐκφόριον διπλοῦν, where τ[ό] should be read instead of κ[αί].

29. ἐνκαταλιπεῖν τὴν γεωργία(ν): cf. *P.Oxy.* 8.1124, 15-16 note.

30. ἀργυρίου: cf. line 27 above, where a price is reckoned in copper. Concerning copper vs. silver currency see L. C. West and A. C. Johnson, *Currency in Roman and Byzantine Egypt* (Princeton 1944) 13 ff. In the time of Augustus the rate of exchange for copper to silver was probably 400:1.

33-34. τὰς δὲ τῆς κριθῆς ἀρούρας: cf. line 2.

34-35. τὸ εἰσιδὼν ἔτος: year 28 of Augustus, 3/2 B.C.

37 and 41. The date is 30 October, 4 B.C.

TRANSLATION

... he shall sow in aracus, at a rent for the land in barley and aracus of two artabs of wheat (per aroura), the total land area in arourae to be determined by survey by rectangular measurement. And he shall sow the canal with grass on terms of equal partnership, so that each partner equally receives half (the crop). Demetrius shall receive his half cut by Thoônios at his own (Demetrius's) expense. And the six arourae which previously belonged to Neoptolemus shall be made ready for cultivation by the lessee, on condition that after the sowing Demetrius supplies him with a team of oxen free of charge until they (the arourae) are ready for cultivation. The rent is free of all risk.

And Demetrius acknowledges that he has received from Thoônios the price of eight artabs of wheat, on account of the cutting of *kypêris*; and by this amount he shall reduce the rent. And Thoônios shall provide Demetrius with a dinner at Little Panchylis whenever in Pachon Demetrius chooses.

If the lessee is forced to pay public dues or other charges in whatever

manner for Demetrius or the land, a deduction shall be made from the rental. Demetrius and his assignees shall own the crops till he receives his rent. He (Demetrius) shall guarantee him (Thoônios) this lease with every guarantee; and it being guaranteed, he (Thoônios) shall deliver the rent to Demetrius in Payni next year [*sic*] on the threshing-floors near the farmstead of Deilos in new, clean, unadulterated wheat, unmixed with barley, (measured) by Thoônios's four-choinix measure. Otherwise, he shall pay as the price for each artab which he fails to deliver four thousand copper drachmae. He must pay double rent for any land he leaves unsown. For abandoning his farming he must pay a penalty, in addition to the foregoing ones, of two hundred silver drachmae, plus an equal amount to the state. Demetrius shall have right of execution against the lessee and all his property as if in consequence of a legal decision. And Thoônios shall lease the arourae of barley next year, and for these he shall pay rent at five artabs of wheat per aroura. The lease is valid.

Year 27 of Caesar, Hathyr 3.

(2nd hand) I, Demetrius, son of Theon, have granted the lease; and I have received the price of the eight artabs of wheat, by which I shall reduce the rent as stated. Year 27 of Caesar, Hathyr 3.