

1982

A Land Lease from the Michigan Collection

Fred W. Jenkins

University of Dayton, fjenkins1@udayton.edu

Follow this and additional works at: https://ecommons.udayton.edu/roesch_fac



Part of the [Ancient History, Greek and Roman through Late Antiquity Commons](#), and the [Classical Literature and Philology Commons](#)

eCommons Citation

Fred W. Jenkins (1982). A Land Lease from the Michigan Collection. *Studia Papyrologica.* , 23-30
https://ecommons.udayton.edu/roesch_fac/28

This Article is brought to you for free and open access by the Roesch Library at eCommons. It has been accepted for inclusion in Roesch Library Faculty Publications by an authorized administrator of eCommons. For more information, please contact frice1@udayton.edu, mschlangen1@udayton.edu.

FRED W. JENKINS

A LAND LEASE
FROM THE MICHIGAN COLLECTION

STVDIA
PAPYROLOGICA

Tomo XXI

Enero-Junio 1982

Fasc. 1.º

A Land Lease from the Michigan Collection¹

P. Mich. inv. 632 13,5 × 27,5 cm. September 22, A.D. 27

This papyrus is from the large number of pieces uncovered by the University of Michigan at Tebtunis. The text, a land lease in the form of an objective protocol,² is written in an extremely fast hand. It is torn along a vertical fold and at times has been abraded very badly, rendering some parts of the document nearly unreadable. Careless drafting adds to the difficulties of interpreting the text. The omission of the lessee's name (line 4), the separation of καθάπερ from ἐκ δίκης (line 26), and the careless repetition of phrases (especially line 26) are among the more notable scribal blunders; the drafting is especially bad toward the end of the body of the contract, and the penalty clause is a hopeless mess: see lines 22-24. I have discussed these and other errors in the commentary. Similar but less extensive blunders occur in P. Mich. XII 634 (cf. the editor's introduction), a text also from the Michigan Tebtunis material.

For a bibliography of land leases see D. HENNIG, *Untersuchungen zur Bodenpacht in ptolemaisch-römischen Ägypten*, Diss. Munich 1967; also his article, "Die Arbeitsverpflichtungen der Pächter in Landpachtverträgen aus dem Faiyum" ZPE 9 (1972) pp. 111-131. Recently published leases include P. Chicago

¹ I should like to thank the University of Michigan for permission to publish this text and Professor G. M. Browne for his help in editing it.

² See S. WASZYNSKI, *Die Bodenpacht*, Leipzig-Berlin, 1905, 29-32, and J. HERRMANN, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri* (Münch. Beitr. 41, 1958), 21-23.

Orinst. 17244 and P. Berol. inv. 11315 (= P. Coll. Youtie II 68 and 70, respectively), P. Tebt. 450 and 534 (BASP 15 [1979] pp. 207-216); P. Med. inv. 71.69, 153, 218, 281 (Aegyptus 54 [1974] pp. 64-77); P. bibl. univ. Giss. inv. 300 and P. Iand. inv. 275 (Aegyptus 56 [1976] pp. 30-34); BGU XIII 2340-2341; P. Col. VII 180; P. Mil. Vogl. VI 268-274, 284-286, 288-295; P. Oxy. XXXVIII 2874, XLI 2974; XLV 3255-3260.

Ἔτους τρισκα[ι]δεκάτου Τιβερίου Καίσαρος Σεβαστοῦ μηνὶ
Σεβαστοῦ

πέμπτη κ[αί] εἰκάδι ἐν Τεβτῦνι τῆς Πολέμωνος μερίδος τοῦ
Ἀρσινόει-
του νομοῦ. [ἐ]μισθώσεν Σωκράτης Πτολεμαίου ὡς ἐτῶν ἐξή-
κοντα δύο

οὐλὴ μῆλῳ ἀριστερῶι κατῶ(θεν) κορτάφери τῶν ἀπὸ Θεογονί-
δος <᾽Ωρω ᾽Ωρου> Πέρση

5 τῆς ἐπιγονῆς ὡς ἐτῶν πενήκοντα πέντε οὐλὴ ἀντικνημίῳ ἀρι-
στερῶι τὸν ὑπάρχοντα αὐτῶι περὶ Θεογονίδα κληρὸν κατοικικὸν
ἀρουρῶ(ν)

τεσσάρων ἢ ὀ[σα]ντὶ ἐὰν ὦσι ἐν δυσὶ σφραγίσιν εἰς ἔτη τέσσαρα
ἀπὸ τοῦ τρισκαίδε-

κάτ[ο]υ ἔτους Τιβερίου Καίσαρος Σεβαστοῦ, τὸ μὲν πρῶτον
ἔτος τῆς μισθώσεως

μενόντων τῶν σπαρ[τ]έντων Σωκράτους ἄνευ φόρου καὶ
μερισμῶν, τὸ

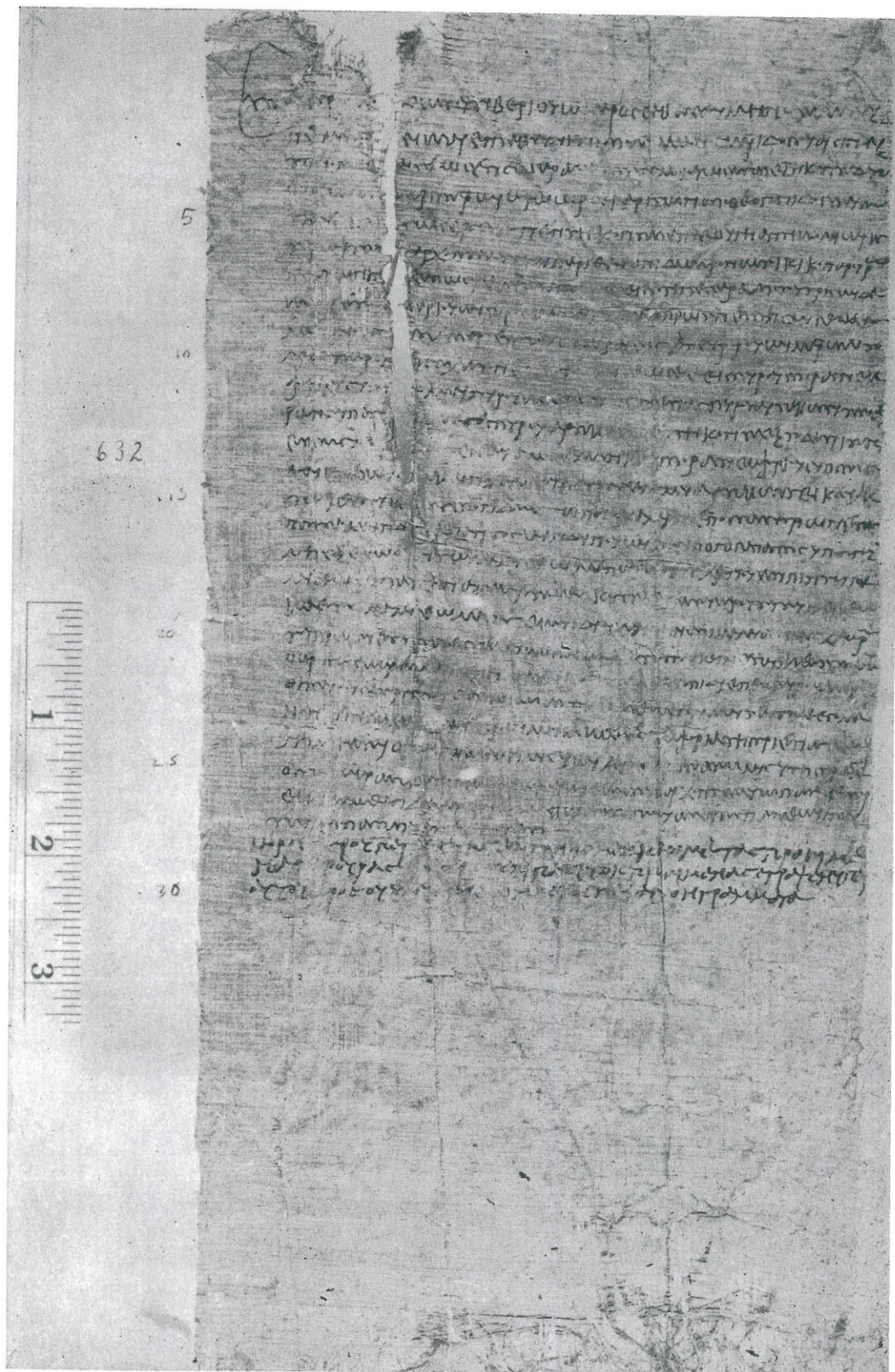
10 δὲ δεύτερον [κ]αὶ ἔσχατον ἔτος τῆς μισθώσεως εἰς πυροῦ σπο-
ράν, ἐκ-

φορίου σὺν σπ[έ]ρμασι πυροῦ καθ' ἔτος τῆς διαιτίας πυροῦ ἀρ-
ταβῶν τεσσά-

ρων τοῦ παν[τ]ὸς καθ' ἔτος πυροῦ ἀρταβῶν πενήκοντα ἕξ,
τὸ δὲ τρίτον

ἔτος τῆς μισθ[ώ]σεως εἰς καρπῶν πλὴν πυροῦ σποράν, ἐκφο-
ρίου σὺν σπέρ-

μασιν ὧν ἐὰν αἰρ[ή]ται καρπῶν τοῦ παντὸς τῶ(ν) καρπῶν ἀρτα-
βῶν εἴκοσι ὀκ-



P. Mich. inv. 632

- 15 τῷ καὶ θάλλου κα[ι] τῆς σπονδῆς οἴνου κεραμίου ἐνός, τῶν
 τριῶν ἐτῶν
 πάντα ἀκίνδυνα παντὸς κινδύνου καὶ ἀνυπόλογα παντὸς ὑπο-
 λόγου.
 μὴ ἐξέστω οὖν τῷ μεμισθωμένῳ ἐντὸς τοῦ χρόνου ἐγλιπῖν τὴν
 μίσθωσιν. τὰ ἔργα πάντα {καὶ τὰ καθήκοντα ἔργα} τοῦ κλήρου
 τούτου ἐπιτελείτω
 καθ' ἔτος [ὁ] μεμισθωμένος ἐκ τοῦ ἰδίου καὶ τὴν ἐπιμέλειαν τῶν
 χλωρῶ(ν)
- 20 {τ.} προϊόμενος. τὰ δὲ σημαινόμενα ἐκφόρια τῶν τριῶν ἐτῶν
 καθ' ἔτος ἀπολή(μψεται)
 ὁ κρατῶν Σωκράτης ἐν μηνὶ Παῦνι καθ' ἔτος ἐν Θεογονίδα ἐν
 θησαυρῷ μέτρῳ
 θησαυροῦ <με>μετρημέ(να). ἐὰν δὲ μὴ ἀποδῷ ὁ <με>μισθωμένος
 ἢ τι κατὰ τάδε <γ>εγκραμμέ-
 νου ὀφιλῆσθαι ἀποτείσασθαι Σωκράτῃ πάντα τὰ καθ' ἔτος ἐκφόρια
 τῆς τριετίας {ἀφ' ὧν
 λήμψεται ὁ μεμισθωμένος} καὶ ἐπίτιμον <ἀργυρίου δραχμὰς
 ἑκατὸν> εἴκοσι δύο καὶ εἰς τὸ δημόσιον τὰς ἴσας, τῆς
 πράξεως
- 25 οὔσης Σωκράτῃ ἕκ τε τοῦ μεμισθωμένου καὶ ἐκ τῶν ὑπαρχόν-
 των αὐτῷ πάντ(ων) καθάπερ
 ἐκ {τῆς μισθώσ(εως)} δίκης {πρὸς τὰ ἔτ[η] πάντα} βεβαιουμέ-
 νης τῇ(ς) μισθώσ(εως) πρὸς
 τὰ ἔτη πάντα ὑπὸ τοῦ Σωκράτους
 (2nd Hand) Ὡρος Ὡρου Πέρσης τῆς ἐπιγονῆς μεμισθώμε
 τὰς προκιμέ-
 νας ἀρούρας τεσσάρας ἐπὶ πᾶσι τωῖς προκιμέναις. ἔγραψεν ὑπὲρ
- 30 αὐτοῦ Ὡρος ὁ υἱὸς αὐτοῦ δία τὸ μὴ εἰδέναι αὐτὸν γράμματα.
- 1 τρεῖς- 7 τρεῖς- 17 ἐκλιπεῖν 23 ὀφεί- 28 μεμισθώμαι προκειμένας
 29 τοῖς προκειμένοις

The thirteenth year of Tiberius Caesar Augustus, the twenty-
 fifth of the month of Sebastos, in Tebtunis in the division of
 Polemon of the Arsinoite nome. Sokrates, son of Ptolemaios,
 about sixty-two years old, with a scar on his left cheek below

the temple (?), from Theogonis, has leased to <Horus, son of Horus>, a Persian of the Epigone, about fifty-five years old, with a scar on his left shin, the catocic allotment of four arou-ras (or however many there are), in two parcels, belonging to him near Theogonis, for four years, from the thirteenth year of Tiberius Caesar Augustus: the first year of the lease, with the crops (?) of Sokrates remaining (?), without rent and charges; the second and last years of the lease for the sowing of wheat, the rent — together with four artabas of wheat as seed yearly for the two years — for the whole area being fifty-six artabas of wheat; the third year of the lease for the sowing of crops other than wheat, the rent — together with seed for whatever crops he chooses — for the whole area being twenty-eight artabas of the crops and a gratuity and libation of one keramion of wine, all free from every risk and deduction for the three years. Let it therefore not be permitted the lessee to withdraw from the lease within this time. Let the lessee yearly attend to all the work {and the customary work} of this allotment at his own expense, also seeing to the care of the green crops, and let the owner Sokrates receive yearly the specified rents for the three years in the month of Pauni yearly in Theogonis in the treasury, measured by the measure of the treasury. But if the lessee does not pay or owes anything according to these specifications, let him pay Sokrates the whole annual rent for the three years {from what the lessee will receive} and a fine of <one hundred> twenty-two <silver drachmas> and a like sum to the treasury, the right of execution belonging to Sokrates on both the lessee and all his property as if in accordance with legal action {of the lease for all the years}. The lease is guaranteed for all the years by Sokrates.

(2nd Hand) I, Horus, son of Horus, Persian of the Epigone, have leased the aforementioned four arou-ras on all the aforementioned terms. Horus, his son, writes on his behalf for he does not know letters.

4 κορταφερι is apparently a bungled attempt to write κροτάφω For κορ- cf. LSJ s.v. κρόταφος *sub. fin.* The arrangement of

the phrase is somewhat unusual. The usual preposition for locating a scar below some part of the body is ὑπό, e.g. P. Mich. V 262.3: οὐλή ὑπὸ κρόταφον ἀριστερόν. But κάτωθεν does occur as a preposition with the genitive, meaning "below": cf. P. Mich. XII 636.3: κάτωθεν [γ]όνατο[ς]; 630.21: οὐλ(ή) κά(τωθεν) μή(λου) ἀρι(τεροῦ). Cf. also Hippocrates *Aff.* 15: κάτωθεν τοῦ ὀφθαλμοῦ. For the use of the dative cf. P. Cair. Isidor 128.14 οὐλή ἄνωθεν (l. ἄνωθεν) ἀντικνημίῳ δεξιῷ.

τῶν ἀπὸ Θεογονίδος: cf. P. Mich. V 312.6 (Tebtunis, A.D. 34). On the close relations of Thegonis with Tebtunis cf. J. G. KEENAN ZPE 9 (1972) 87 n. 13-14.

᾿Ωρω ᾿Ωρου: the lessee's name has been omitted by the scribe. It has been supplied from line 28.

7 ὄ[σα]ι: for this restoration cf. P. Mil. Vogl. II 106.6, 178.7, VI 289.9; BGU XI 2123.10.

The size of the plot, four arouras, is close to the norm (5 3/4 arouras, cf. P. Coll. Youtie I 19.9n.) for first century A. D. Tebtunis.

8ff. For patterns of crop rotation in Graeco-Roman Egypt see M. SCHNEBEL, *Die Landwirtschaft im hellenistischen Aegypten*, 218ff. and D. HENNIG, *Untersuchungen zur Bodenpacht*, 50ff.

9 μενόντων τῶν σπαρ{τ}έντων: tentatively suggested by G. M. Browne. A difficult phrase, which apparently means "with the sown things of Sokrates remaining", i.e. Sokrates had already sown the land and was to retain ownership of his crops. A possible parallel to the situation is found in P. IFAO I 1.14-16 (Tebtunis, A. D. 27):

εἰς χόρτου [σ]π[ο]ράν ὥς τῶν τοῦ Αὐνή[ου]ς τοῦ Αὐνή[ους],
χωρηγοῦντος ἑατῷ σπέρματα, τοῦ δὲ Ἰππάλο[υ τοῦς] προτι-
σμοὺς καὶ
χωματισμοὺς καὶ τὴν ἐπιμελίαν τῶν χλωρῶν ποιούμενο[υ]

The phrase τῶν τοῦ Αὐνή[ου]ς appears to mean "since the crops of Aunes belong to Aunes, who provides..." The use of

τῶν σπαρ{τ}έγτων finds a remote parallel in P. Amh. II 91.20 (Fayum, A. D. 159): ἀπό συνκομιδῆς τῶν σπαρησομένων.

μερισμῶν: the use of μερῶν for payment or tax in this manner seems to be without parallel; for μερισμῶν see P. Tebt. II 376.18-19 and 529.

11f. ἀρταβῶν τεσσάρων: one would expect the dative ἀρταβαῖς τεσσάραις, cf. MAYSER, *Grammatik* II.iii, 105.45-106.15 and P. Mil. Vogl. II 63.24, 65.18, 104.11-12. Perhaps it has been attracted into the genitive by ἐκφορίου ... ἀρταβῶν πενήκοντα ἔξ.

12 καθ' ἔτος: this phrase is both redundant and misleading. It is apparently repeated from καθ' ἔτος τῆς διετίας in the preceding line. The rent is specified as the full amount for both years (cf. εἴκοσι ὀκτώ for one year in 14f.), not a sum to be paid yearly; it amounts to 7 artabas per aroura each year. Average rent for wheat is 4 to 7 artabas per aroura: cf. HERRMANN, *Studien zur Bodenpacht*, 102; A. C. JOHNSON, *Roman Egypt* 81.

14 τῷ(ν) καρπῶν: καρπῶν is palaeographically acceptable; less likely is γενῶν: cf. P. Kron. 19a. 11-12 (Tebtunis, A. D. 145): εἰς <σ>πορὰν [ῶ]ν ἐὰν αἰρήται ἡ Ἀμμωνί[α]λλα καθ' ἔτος γενῶν καὶ πυροῦ.

15 τῆς σπονδῆς οἴνου κεραμίου ἑνός: one keramion is the standard quantity for a σπονδή in a lease; cf. S. EITREM, SO 17 (1937) 40-41, adding P. Oxy. XXXIII 2676.19-20 to his list of texts.

τῶν τριῶν ἐτῶν: the first year, being without rent is excluded.

16 The lack of syntactic agreement caused by the forms ἀκίνδυνα and ἀνυπόλογα, which should be in the genitive, is probably due to the adverbial nature of the clause; cf. P. Mich. XII 633.18-19n.

18 τὰ ἔργα πάντα: the asyndeton is unusual. Perhaps δέ

should be inserted after τὰ; cf. BGU I 39.18-19; P. Athens 14.16; P. Mich. XII 633.19.

{καὶ τὰ καθήκοντα ἔργα} is a redundant variant of τὰ ἔργα πάντα.

20 {τ.}: it is possible that the scribe began to write τὰ (i.e. a false start on τὰ δὲ σημαίνόμενα at the beginning of the line, but stopped after the beginning of α.

ποιούμενος: cf. P. IFAO I 1.16 καὶ τὴν ἐπιμ[ε]λίαν τῶν χλωρῶν ποιούμενο[υ]; cf. also P. Mich. V 311.19.

ἀπολή(μψεται): this verb occurs in similar contexts in several Oxyrhynchite leases of the third century: P. Oxy. XIV 1689. 22-24, 1691.15; BGU XIII 2340.14-15; P. Mich. XI 610.30-32. See also HERRMANN, *Studien zur Bodenpacht*, 140.

21 ὁ κρατῶν: "the owner"; for this sense of κρατέω cf. P. Tebt. II 319.19.

καθ' ἔτος: the phrase is redundant after the καθ' ἔτος in line 20. It normally precedes the month; cf. P. Mich. XII 633.23ff. (Tebtunis, ca. A. D. 30), and the following second century texts from Tebtunis: P. Mil. Vogl. III 139.26ff., 140. 29ff.; VI 286.29ff., 290.26ff.

22-23 ἐὰν δὲ μὴ ἀποδῷ κτλ: the reading of the penalty clause is modelled on P. Athens 14.26-28 (Philadelphia, A. D. 30), as corrected in BL III 216. A Ptolemaic text, P. Hibeh I 90.13-15 (B. C. 222) also provides close parallels.

The fine appears too small, and probably ἑκατὸν was omitted before εἴκοσι; cf. P. Oxy. VIII 1124.16-17 (A. D. 26): ἐπίτιμον ἀργ(υρίου) (δραχμὰς) ἑκατὸν καὶ εἰς τὸ δημόσιον ἴσας; cf. also D. HENNIG, *Untersuchungen zur Bodenpacht*, 73.

23-24 ἀφ' ὧν: although faint, the traces clearly indicate ἀφ'. This would fit syntactically: "let him pay . . . from what he shall receive", but since Horus is to receive only seed-corn, which he shall have already used, the phrase makes no sense

as it stands. It can only be taken as another instance of the scribal confusion rampant in this text. The most likely explanation for the insertion of this clause is that the scribe was thinking of an allowance for seed-corn after ἐκφόρια τῆς τριετίας, appropriate in the clauses specifying the rent (cf. 11-14), but nonsense here.

26 {τῆς μισθώσ(εως)}: the separation of καθάπερ ἐκ... δίκης is without parallel, and again a scribal blunder is evident, as it is in the repetition of πρὸς τὰ ἔτη πάντα. For the usual arrangement of such clauses cf. P. Mich. XII 634.23-24 (Tebtunis, A. D. 25/6).

28 A Horus son of Horus also appears in P. Mich. V 249.3 (Tebtunis, A. D. 18) and in P. Mich. XII 633 (Tebtunis, A. D. 30). The name, however, is too common to allow any inference.

University of Illinois
at Urbana

FRED W. JENKINS