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TWO LAND LEASES

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## Two Land Leases

P.Heid. Inv. G 921 and 923 are fragments of land leases from Oxyrhynchus.<sup>1</sup> Much research has been done on various aspects connected with land leases.<sup>2</sup> A brief introduction and bibliography is to be found in O. Montevecchi, *La papirologia*, Torino 1973, pp. 214-217. To form an overall impression of the contents of such contracts, the introduction to P.Yale I 70 is extremely useful. A summary of the sections of a typical land lease is given there. I refer to these sections, when describing the contents of the two land leases from the Heidelberg collection. Nothing is known about the origin of these papyri. However we can be sure that they are Oxyrhynchite leases for three reasons. Both fragments contain the *κυριεύειν* clause and this appears only in Oxyrhynchite leases (see e.g. P.Köln III 149 note on lines 20-23 which gives further bibliography); the form of the *βεβλώσις* clause in both fragments, in the genitive absolute, is also typical of Oxyrhynchite leases in the Roman period (see again P.Köln III 149 note on lines 23-24); the form of the *ἀκίνδονα* clause in both fragments also points to Oxyrhynchite origin (see J. Herrmann, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri*, München 1958 [hereafter = J. Herrmann SB], p. 143, particularly note 5).

### I

P.Heid. Inv. G 921 (h. 9.6 cm, w. 8.4 cm) is written along the fibres of papyrus which is light in colour. There is no writing on the other side. The surface with writing on it is badly rubbed in two places (see commentary).

The hand of this papyrus is a practised hand. It is prettier and more stylish than many contemporary hands. It is an upright script and contains many ligatures. Its distinguishing features are: a regular *v* form and a regular *ε* which is based on the lunate form of epsilon; the diaeresis mark over initial *υ*, a regular, rather square form of *β* which is of the same size as the other letters, rather than being much bigger, as is often the case in this period.

The script shows similarities to the so-called *Kanzleischrift*, see G. Cavallo, *La scrittura del P.Berol. 11532*, *Aegyptus* 45 (1965) pp. 216-250 with photographs of 20 differing examples. A

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<sup>1</sup> I owe many thanks to Professor D. Hagedorn for making these texts available to me and for the permission to publish them. I was able to work with both the originals and splendid photographs which was a great help. For help that was always willingly offered, I thank again Professor D. Hagedorn as well as Dr. B. Kramer. I am also grateful to the Deutscher Akademischer Austauschdienst for financing this year in Heidelberg.

<sup>2</sup> I give a selection of sources which can be used to locate parallels and comparable material.

D. Hennig, *Untersuchungen zur Bodenpacht im ptolemäisch-römischen Ägypten*, München 1967 (Diss.), presents chronological lists of leases according to the areas they are involved with.

A. C. Johnson, *Roman Egypt*, Baltimore 1936, pp. 83-101 provides a detailed list of leases. Roman period parallels are given in P.Merton I 17, P.Oxy. XXII 2351 and P.Köln III 149 (which adds chronologically to the Oxyrhynchite lists in D. Hennig). CPR I pp. 151-157 contains a useful introduction to the several *Pachtverträge* which follow.

The most up-to-date list of Oxyrhynchite land leases is given in P.Oxy. L 3589 introd. from J. Rowlandson's unpublished Oxford D.Phil. thesis, *Landholding in the Oxyrhynchite nome 30 B.C. - c. 300 A.D.*, which must be added to Montevecchi's general bibliography. It provides excellent coverage and discussion of many aspects connected with land leases. I would like to thank J. Rowlandson for permission to quote material from this unpublished thesis and several helpful remarks on the content of this paper.

good parallel is P.Oxy. XLIII 3112 (photo in vol.) of 258 A.D. It contains diaeresis over initial υ and the letter forms for ε, η, λ, μ, ν, π, ρ, σ, τ, φ are all similar. P.Köln I 55 (photo in vol.) of 238-244 A.D. contains many similar letter forms: ε, η, ι, κ, λ, ν, π, ρ, σ, although one should note also a different β, ε, κ, τ. The general impression is not quite as good. An earlier example is P.Cairo Inv. 45 (= SB X 10275; edition with photo in CE 40 [1965] pp. 357-363) of 204-207 or 209-210 A.D. Although the general impression is not so good, the letter forms are strikingly similar for γ, ε, ι, ν, π, ρ, σ, and this is the only example I have found which presents a similar form of β. One can compare P.Hamb. I 16 (photo in vol., pl. VI) of 209 A.D., whose general impression is very similar, but whose letter forms are not so similar. A later example is P.Oxy. XXXI 2612 (tav. 11 in Aegyptus 45 [1965] p. 249f.) of 285-290 A.D. The letter forms for α, γ, ι, μ, ν, ο, π, ρ, σ, τ, υ, ω are similar and the general impression is good.

From the first two hands and another, P.Iand. inv. 302 (= SB XII 10925; photo in Proceedings of the Twelfth International Congress of Papyrology [= ASP VII], Toronto 1970, p. 248) I would be prepared to date P.Heid. inv. G 921 to 220-260 A.D.

P.Heid. inv. G. 921 starts near the beginning of the contract-sections III - X of the P.Yale I 70 synopsis. From the formula in line 2 τὴν ὑπάρχουσαν αὐτῷ we can say that the land leased by the landlord is owned by him rather than also rented by him and sublet. The formula continues with προγεωργουμένην which signifies that it is a renewal of a lease.<sup>3</sup>

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	[2-3].....[	Cf. Taf. VI b
	τὴν ὑπάρχουσαν α[ὐτῷ καὶ προ- γεωργουμένην ὑπ[ὸ	
4	[ 10-11 ].....[ ἄρουραν μίαν ] [τ]έταρτον ὅστ[ε σπεῖραι καὶ ξυλαμῆσαι] τὸ μὲν ἡμισυ π[υρῷ, τὸ δὲ ἄλλο ἡμισυ] χλωροῖς ἐκφορῖ[ου	
8	κατ' ἔ[τος] πυρ[οῦ] δραχμῶν τεσσαράκοντα ἀκί[νδυνα] παντὸς κινδύνου. ἐὰν δέ τις, ὃ μὴ εἴη, τοῖς ἐξῆς ἔτεσι ἄβροχος γένηται, παραδεχθή-	
12	σεται τῷ μεμισθωμένῳ τῶν τῆς γῆ[ς] δημοσίων ὄντων πρὸς τὸν γεοῦχον ὄν καὶ κυριεύειν τῶν κα[ρ]πῶν ἕως τὰ κα-	
16	τ' ἔτος ὀφειλόμενα ἀπολά[β]η. βεβαιουμένης δὲ τῆς μισθώσεως αποδοτωμενος	
	-----	
	15 ὀφειλόμενα 16 ἀποδότω ὁ (μεμισθω)μένος	

<sup>3</sup> See further for possible reasons for renewal and historical implications of it J. Rowlandson p. 289. She lists the following Oxyrhynchite lease renewals p. 289 note 1: P.Oxy. I 101, P.Fouad I 43, SB XIV 11428, P.Oxy. Hels. 41, P.Oxy. XXXVI 2795, P.Wisc. I 7, P.Iand. inv. 275 = SB XIV 11604, PSI IX 1072, P.Oxy. XIV 1688; add P.Harris II 224.

## Translation

... (the land) ... belonging to him and previously cultivated by ... which is one and a quarter (or, three quarters) arourae, to sow and plant the crop of wheat on one half and green fodder on the other at a rent in kind ... of wheat yearly ... and forty drachmae, everything free of all risk. If, in the following years, any of the land remains unwatered, - may that not be the case - allowance shall be made to the lessee, while the annual land taxes are paid by the landowner, who remains in possession of the crops until he receives his yearly dues. And, when the lease is guaranteed to him, let the lessee pay ...

1 The traces of letters belong to the section of the document which states the name(s) and origin of the lessee(s); cf. e.g. P.Oxy. L 3591.5-7, P.Oxy. L 3592.3-5. Two letters can be suggested because both have a descending tail which is clearly visible. One could read ] ιφ. [ or ] ιρ. [.

2 The supplement ἀὐτῷ καὶ προ- (cf. P.Oxy. I 101.7-8) is, I suspect, too short for the space available. However these two words and the prefix προ-, at least, must have been written. What normally appears here is περί + acc. in a phrase which clarifies the geographical situation of the land to be leased (e.g. P.Oxy. XIV 1688.10-11). Sometimes this is some words long in order to be precise in the location (e.g. PSI IX 1072.6-7; P.Oxy. III 501.10-11) but sometimes just περί + the name of the place (e.g. SB XIV 11604.6). Obviously, here a short name is required as the space available is not great. περί Σκώ is a possibility: good parallels are P.Ryl. IV 683.8, a land lease which dates to 244 A.D. and P.Oxy. VII 1031.12, an application for seed which dates to 228 A.D.

3 After ὕπ[ο] will come of the name of the previous lessee, usually the same person as the present document is written for as in P.Oxy. I 101.8-9. In all the examples of lease renewals quoted in note 2, only P.Harris II 224 is an example where the lease renewal is taken up by the brother of the previous lessee. P.Tebt. II 325.6-7 specifies that the land was previously cultivated by the father of the person applying for the lease of the land.

4 The surface of the papyrus at the beginning of this line is so worn as to preserve no traces at all of any letters. There remain the top portions of five letters. I have been unable to make any sense of them. By analogy with P.Oxy. I 101.8-9 we might expect καθ' ἑτέραν μίσθωσιν. At the end ἄρουραν μίαν is inevitable after the preceding participles, but the area leased is either  $1\frac{1}{4}$  arourae or  $1\frac{3}{4}$ , in which case we would have to supplement [ἄρουραν μίαν ἡμισυ].

5 Because we have already, in the next line, a specification of what is to be sown in each half of the leased land, we have to supplement σπείραι καὶ ξυλαμῆσαι. Σπείραι refers to the sowing of wheat, ξυλαμῆσαι to the planting of fodder crops ( see P. M. Meyer, P.Hamb. I 27.6 note). The verbs appear either in this simple form (e.g. P.Oxy. III 501.14) or in more elaborate forms (e.g. P.Oxy. L 3589.5-7).

6 Supplement by analogy with P.Oxy. III 501, where exactly the same wording appears, ll.15-16. Other examples are P.Lips. 118.13-14, P.Oxy. II 280.15, P.Oxy. XXXVIII 2874.11-12.

7-8 One could supplement ἐκφορί[ου καὶ φόρου ἀποτάκτου] | κατ' ἔ[τος] πυρ[οῦ ἐν θέματι ἀρταβῶν x καὶ], cf. P.Oxy. L 3591.16-19 and P.Oxy. L 3592.12-15 (omits ἐν θέματι). By comparing also P.Oxy. I 101.16-19, P.Fouad I 43.13-18, P.Oxy. III 501.16-19, P.Oxy. XXXIII 2676.17-18, P.Oxy. XXXVI 2795.11-12, one can get an idea of the range of phraseology.

7-9 Payment was made in kind (ἐκφόριον) and in money (φόρος), see D. Hennig pp. 3f. As stated by J.Rowlandson pp. 266f., rent on land used for cereal crops was paid in kind; rent on land used for fodder crops was usually paid in cash (exceptions given on p. 266 n. 1).

We have no way of knowing the length of the lease. For the duration of tenancies see Rowlandson pp. 286-296 and J.Herrmann SB pp. 89f.

8 After the doubtful letters of  $\pi\upsilon\rho[\omicron\upsilon]$ , the surface of the papyrus is so worn as to preserve no traces of any letter.

9-10 For the  $\acute{\alpha}\kappa\acute{\iota}\nu\delta\upsilon\nu\alpha$  clause see J. Herrmann SB pp. 143-145.

16 How exactly the scribe came to leave out the three first syllables of  $\mu\epsilon\mu\iota\sigma\theta\omega\mu\acute{\epsilon}\nu\omicron\varsigma$  is difficult to say, other than that he has started the word after  $\acute{\omicron}$  with the wrong  $\mu$  of three, each of which begins a new syllable.

## II

P.Heid. Inv. G 923 (h 7.1 cm, w. 6.8 cm) is written along the fibres of papyrus which is dark in colour. There is no writing on the other side. The right hand half is badly holed and the surface rough and rubbed. Where ink remains, it is often faded.

The hand of this papyrus is fairly regular, not particularly stylish. It slopes, if anything, slightly to the right and has quite a number of ligatures. Its distinguishing feature is that there is much variation in the form of many letters. The epsilon is, at least, always a variation on the non-lunate form of this letter. The letters  $\alpha$ ,  $\eta$ ,  $\theta$ ,  $\nu$ ,  $\pi$ ,  $\tau$  all show much variation in form. Worthy of separate note is the  $\phi$  in line 6, where the round body has completely parted company with the vertical stroke.

P.Lund IV 9 (photo in vol.) of ca. 156-170 A.D. provides a good parallel. The  $\beta$  is of the same form,  $\alpha$ ,  $\eta$ ,  $\nu$ ,  $\pi$ ,  $\tau$  again show similar variation in form. P.Ryl. II 98a of 154 A.D. (photo in vol.) provides similar forms for  $\alpha$ ,  $\epsilon$ ,  $\eta$ ,  $\nu$ ,  $\omicron$ ,  $\pi$ ,  $\omega$ . The tendency to separate the body of  $\phi$  from its vertical stroke is in evidence. P.Merton I 18 (photo in vol.) of 161 A.D. shows the same variety of form for the letters  $\alpha$ ,  $\epsilon$ ,  $\eta$ ,  $\nu$ ,  $\pi$ ,  $\tau$ , although it is more regular and upright and uses a different form of  $\kappa$ . A later example of a similar hand is P.Wisc. I 6 (photo in vol.) of 210-211 A.D. The  $\beta$  form here is different, as is the form for  $\kappa$ , but the forms for  $\alpha$ ,  $\epsilon$ ,  $\nu$ ,  $\sigma$ ,  $\tau$ ,  $\upsilon$  are all very similar.

This is a fairly ordinary hand and difficult to date. On the basis of the first three examples and others not quite so good (P.Kron. 20 [photo in vol.] of 146 A.D., P.Berol. 7018 [photo in Schubart PGB pl. 23] of 144 A.D., P.Merton I 17 [photo in vol.] of 158 A.D., also a land lease from Oxyrhynchus), I would be prepared to date P.Heid. Inv. G 923 to the decades 140-180 or up to the first decade of the third century as the latest.

The text starts with the section concerned with the payment for the lease. It contains sections VI, VIII-XI and VII in a different position. Of interest is the required receipt of payment in line 15, because such a requirement is not that common in these documents.

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 [- - - δραχμῶν - - - τεσσά-]  
 ρων ἀκ[ί]νδυνα π[ά]ν[τα] παντὸς]  
 κινδύνου τῶν τῆς γ[ῆ]ς δημοσίων]  
 4 ὄντων πρ[ὸ]ς τὸν με[μισθωκό]τα]  
 ὄν καὶ κυριεύειν τ[ῶν] καρπῶν ἕως]  
 τὰ κατ' ἔτος ὀφειλόμε[να] κομίσηται.]  
 8 ἐὰν δέ τις τοῖς ἐξῆς ἔ[τεσιν] ἄβροχος]  
 γένηται, παραδεχθήσεται[ι τῷ μεμι-]  
 σθωμένῳ, ὃς καὶ βεβαιουμένης

Cf. Taf. VI c

τῆς μισθώσεως [ἀ]ποδότω τῷ με-  
 μισθωκότι [τὸν μὲν ἀργυρικὸν φό-]  
 12 ρον κατ' ἔτος μ[ην]ὶ Παῦνι, τὸν δ[ὲ]  
 πυρὸν μετρ[εῖτ]ω κα[τ' ἔ]τος [ε]ἰς δημ[όσι-]  
 ον θησαυρὸ[ν ἰ]δίαις ἐαυτ[οῦ] δαπάναις,  
 οἷ καὶ θέμα ἀ[να]δότω τῷ [μεμισθω-]  
 16 κότι ὑπὸ τ[ῆν] ἐκά[στου] ἔ[τους] πρώτην  
 [μέτρησιν ---  
 -----

### Translation

... four (drachmae), everything free from any risk, while the annual land taxes are paid by the lessor, who remains in possession of the crops until he receives his yearly dues. If, in the following years, any of the land remains unwatered, allowance shall be made to the lessee. And, when the lease is guaranteed to him, let the lessee pay to the lessor the money dues yearly in the month of Pauni and let him measure the corn yearly into a public granary at his own expense, a receipt for which let him hand over to the lessor at the time of the first measurement of each year ...

1-2 τεσσά]ρων: A figure usually appears before the ἀκίνδυνα clause stating the amount paid as rent. As there is payment in money and in kind (lines 11-14), we can suppose that both a fodder crop and a cereal crop were to be grown, see note on P.Heid. Inv. G 921 lines 7-9.

6 κομίσηται and ἀπολάβη are the choices.

7 For ἄβροχος see J. Herrmann SB pp. 161-162.

9 There are two types of construction for this “surety” clause. See P.Yale I 70 introduction for terminology and J. Herrmann SB pp. 153-160:

1) as we have here, ὅς καὶ βεβαιουμένης τῆς μισθώσεως (e.g. P.Oxy. I 101.26, VI 910.29, L 3592.14);  
 2) βεβαιουμένης δὲ τῆς μισθώσεως (e.g. P.Oxy. III 501.34-35, P.Fouad I 43.38-39) or τῆς δὲ μισθώσεως βεβαιουμένης (e.g. P.Oxy. XVIII 2188.2, XLIX 3488.39-40, 3489.28, L 3589.18).

11-12 For τὸν μὲν ... τὸν δὲ ... cf. e.g. P.Oxy. XXXIII 2676.29-38, L 3591.32-36. The distinction is either between different crops (as in P.Oxy. XXXIII 2676.29-34, P.Köln III 149, 29-38) or between rent in kind and rent in cash (as in P.Oxy. L 3591, XLV 3255, SB XIV 11281.18-20, P.Amh. II 89.6-8). For the phrase τὸν μὲν ἀργυρικὸν φόρον cf. P.Amh. II 87.23, 89.8, SB XIV 11281.18, P.Oxy. XLV 3255.21, 3257.14.

12 τῷ Παῦνι μηνί is a commoner phrase (e.g. P.Oxy. XXXIII 2676.28, L 3591.33) however for μηνὶ Παῦνι compare e.g. P.Oxy. I 101.36-37 and VI 910.31.

13-14 κα[τ' ἔ]τος [ε]ἰς δημ[όσι]λον θησαυρό[ν]: cf. P.Oxy. VIII 10125.16-17. After κα[τ' ἔ] the papyrus becomes very difficult to read. The surface is rubbed. A τ in ligature with ο seems possible. Underneath the top part of what may be ς is a hole in the papyrus. Underneath the hole is an oblique stroke. Unless this belongs somehow to the ς (unlikely, when one compares other examples of σ), I cannot explain it.

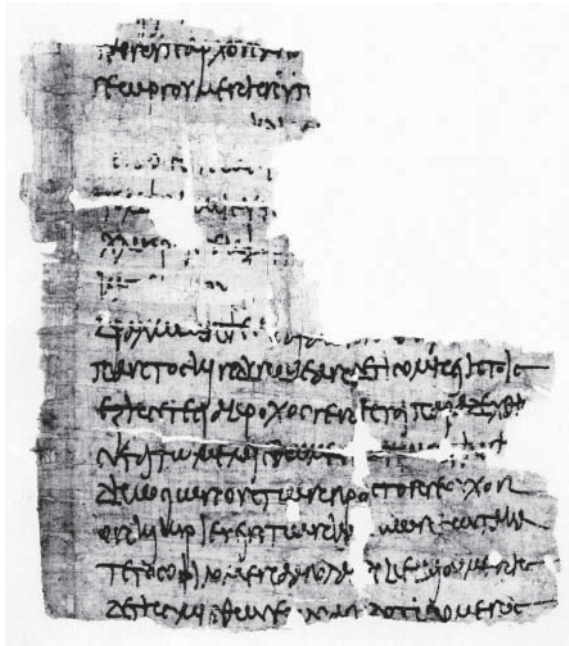
13-15 The lessee pays the lessor's land taxes in corn and the lessor makes the appropriate reduction in rent: so, the editor of P.Oxy. I 101 note on lines 27-34; see also F.Preisigke, Girowesen p.79. D.Hagedorn, ZPE 25 (1977) 197-198, improving upon N.Lewis BASP 13 (1976) 167-169 shows that, in such a context, θέμα is the word for the receipt for such a payment: «Der Zahlungspflichtige soll das Getreide beim Staatsspeicher abliefern und dem Verpächter/Gläubiger

eine Quittung (θέμα) der Sitologen über diese Zahlung zum Nachweis der Erfüllung aushändigen (ἀναδιδόναι).» Hagedorn notes documents where the translations should be altered in the light of this specific use of θέμα: p. 197 note 4. P.Oxy. I 101.31-14, P.Oxy. L 3591.36-40 and SB XII 11081.33-35 can be added to the list.

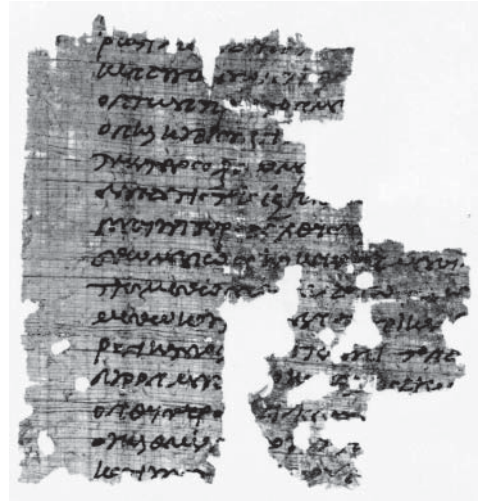
15 ἀ[να]δότω: G. M. Browne in *BASP* 4 (1967) 51 states «ἀποδότω, which is usually found in this context», and gives as a parallel P.Oxy. I 101.31. However all other examples of this clause, which I have found, show the use of ἀναδότω or some other part of ἀναδίδωμι (e.g. P.Oxy. III 501.24, VIII 1125.19, XXXIII 2676.37, XXXVI 27.95 (= *BASP* 4 [1967] 51), L 3591.37-38, P.Amh. II 88.24-25, PSI IV 315.17-18, SB XII 11081.34-35, XIV 11281.21, P.Upps. 5.14-17). Dr. R. Coles very kindly checked for me the reading of P.Oxy. I 101.31 and informed me: «P.Oxy. I 101.31 clearly has ἀναδότω.» This correction removes the one example contrary to the normal usage of ἀναδίδωμι and makes the supplement certain.

16 The leases, in which I have found this formula (P.Oxy. I 101, VIII 1125, XXXVI 2795, L 3591, SB XII 11081, XIV 11281, P.Amh. II 88, P.Upps. 5) always state that it is the first payment of each year that is to include this extra payment for which the receipt is required. As explained by F.Preisigke, *Girwesen* p. 75, it is with the first payment of each year that the land tax is due and, presumably, it may not be paid late. In all the Oxyrhynchite land leases listed in P.Oxy. L 3589, only SB XII 11081.32-33 provides the parallel ὑπὸ τὴν ἐκάστου ἔτους πρώτην μέτρησιν. In other examples where the phrase τὴν πρώτην μέτρησιν is broken by further adverbial phrase, it is broken between πρώτην and μέτρησιν (P.Oxy. XXXVI 2795.18-25 ὑπὸ τὴν πρώτην τοῦ ἐνεστῶτος ἔτους μέτρησιν and P.Oxy. L 3591.33-40 ὑπὸ τὴν πρώτην ἐκάστου ἔτους μέτρησιν).





b)



c)

b) Landpacht (P.Heid. Inv. G 921); c) Landpacht (P.Heid. Inv. G 923)