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A FIFTH-CENTURY CONTRACT ON WOOD IN THE  
ARCHAEOLOGICAL INSTITUTE AT TRIER

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## A Fifth-Century Contract on Wood in the Archaeological Institute at Trier

The object presented below was generously placed on loan in the archaeological collection of the University of Trier by a private collector. It is a wooden board<sup>1</sup> with two holes pierced in one of the long sides so that it could be fastened with cords or thongs to other such boards. On the side opposite a wooden peg about 0.4 cm thick was driven in: a similar peg, but better preserved, is illustrated Enchoria 13 (1985) Tafel 1, a school-boy's tablet from the Kiseleff donation at Würzburg. Such pegs might have been convenient for tying a gathering of tablets together at the front. If so, one would expect to find them on cover pieces. The Würzburg tablet was in fact a cover piece, the first or last of a gathering in which no other portions preserved have pegs (the second cover is missing); but the Trier piece was used on both sides and so was not properly speaking a cover. One side is, however, very much worse worn than the other, so it is conceivable that the board was after all used as an outside piece of a gathering. Both sides were white-washed before the writing was applied.

Tablets used for writing often bear notches in addition to holes; if ours ever had any, they were removed with the loss of a strip of wood from the upper right, which has also taken away part of the first three lines of the side transcribed below. The other side, though also fully inscribed, is so faded and effaced that I can make out only a few letters with any certainty. The legible side contains a contract of lease and loan from AD 475 and the first few words from a contract of sale.<sup>2</sup> The use of the Oxyrhynchite era in l. 2 shows that the text came from that nome.

The lease is for two arouras of artificially irrigated land, let out for one year for one solidus. This the lessor has already received, probably several months before the beginning of the lease itself ( 1 n.). The document is therefore at once a contract and a receipt, and is accordingly called by the unusual term *μισθοαποχή* (2, 8).<sup>3</sup> The lessor also agrees to carry out the ploughing and the

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<sup>1</sup> For other publications of wooden writing tablets see above all William Brashear's series in Enchoria 12 (1984) 1-6, 13 (1985) 13-23 and 14 (1986) 1-19, as well as his article "A Byzantine Sale of Land" in The J. Paul Getty Museum Journal 11 (1983) 161-168. In all these works Brashear cites an extensive bibliography.

<sup>2</sup> Contracts on wood are exceedingly rare. In the Getty Museum Journal (see n. 1) Brashear publishes one which had been divided between Würzburg and Malibu. He published another, or another copy of the same, from Würzburg alone (K 1021) in Enchoria 14 (1986) 9-11. In addition there are SB I 5139 and 5941 (only a model, not a real contract) and some unpublished pieces which Brashear cites in the Getty Journal p. 162. Cf. n. 6 below.

<sup>3</sup> This type of lease is briefly treated by Hennig, *Bodenpacht* p. 41 and Herrmann, *Bodenpacht* 13f., 234f. These authors knew only examples from the Arsinoite nome of the 4th cent. AD. They are now represented from the 2nd to the 6th cent. and from various places: cf. Hellenika 38 (1987) p. 44 (2nd cent.), P.Oxy. XXXI 2584 (AD 211), P.Oxy. XX 2284 (AD 258), P.Lugd.-Bat. XIII 17 (mid-3rd), P.Oxy.Hels. 42 (AD 279-282), BGU II 409 (313), CPR I 247 with BL V p. 26 (AD 335), P.Harris I 82 (AD 345), P.Genf I 70 (381?), 67 (382), 69 (386), P.Gron. 9 (392), P.Strasb. 674 (4th), SB VIII 9876 (534), CPR IX 24 (6th cent. AD). There is also a *μισθοαποχή* of fishing rights, P.Turner 25 (AD 161), and cf. P.München III 90 with introd.

irrigation without pay<sup>4</sup> and acknowledges the receipt of a further solidus as a προχρεία (7). Nothing is said about interest or the date when this sum is to be returned, so it is very tempting to regard it as the sort of employment enducement recently discussed by Andrea Jördens;<sup>5</sup> if so, it will presumably have been due for repayment at the expiration of the lease.

The board does not preserve the original contract or even a full copy of it, but only an excerpt of significant provisions: signatures, κυρία-clause, arrangements concerning tax payments or crop failure, even the names of the contracting parties have been omitted as irrelevant for the purposes of the extract.<sup>6</sup> I think it likely that it once belonged to the owner of the land, since he is spoken of in the 1st person as opposed to the 2nd or 3rd for the lessee (cf. 3 n.); but the error ὁμολογῆ for ὁμολογῶ in l. 5 raises the possibility that the excerpt was made by some third party for whom the lessor too was “he”.

At the conclusion of this contract the scribe continued with the summary of a sale (8-9). In view of the financial weakness of the landowner evidenced in the foregoing lease, it is easy to suppose that he may have been forced to sell the property later, but there is nothing preserved which could confirm or refute this. The sale was presumably continued on some other piece not in the collection here: if it had been written further on the other side of the board, effaced though it is, I think I should have made out some phrases typical of sale there.

No information about the provenience of this piece is available apart from internal evidence: but according to that evidence it came, like Würzburg K 1022 and the adjoining Getty inv. 82.AI.76 in Malibu, from the Oxyrhynchite nome (see above). That contract was of AD 474, only a year before ours, so one may suspect a similar findspot and perhaps even the same ancient owner. The Würzburg piece is said to have been acquired at the site of the ancient Antinoopolis.<sup>7</sup> Brashear suggests a plausible means by which it may have been taken there from the Oxyrhynchite nome 1500 years ago;<sup>8</sup> or of course the removal may have been modern.

For a recent bibliography on Oxyrhynchite leases in general see J. Cowey, ZPE 75 (1988) 167-178.

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<sup>4</sup> Work by the lessor is typical of arrangements in which rent is paid in advance, see Hennig pp. 36-41 and Herrmann 229ff. on the προδοματική μίσθωσις; Geginat, Prodoma in den Papyri (Diss. Köln 1964). Payment in money rather than in kind is also typical. If the list of the lessor's tasks is complete there was still a fair amount for the lessee to do - e.g. weeding, fertilizing, harvesting - so the contract is not simply a disguised sale of a yet non-existing crop.

<sup>5</sup> “P.Prag. I 34: Ein Arbeitsvertrag”, ZPE 75 (1988) 164-166. Cf. also Herrmann, Bodenpacht 131-2. He speaks of monetary advances by a lessor to a lessee: in our contract the relative financial strength of the parties appears in reverse, but *mutatis mutandis* similar observations apply.

<sup>6</sup> The omissions show that we are not dealing simply with a scribal-office model to be followed in drawing up standard agreements: such models are known (see e.g. D. Hagedorn's list in ZPE 21 [1976] 167; cf. P.München III 79), but faults of this nature would have spoiled them. Precise information is given about the year of the lease, the amount paid for it and the loan, even the name of the μηχανή where the land was located; all this points to a genuine and specific contract. R. Pintaudi informs me that Papyrologica Florentina Vol. XVIII, Tavolette lignee e cerate di varie collezioni, will contain many excerpts from contracts.

<sup>7</sup> See Brashear in the Getty Journal (cited n. 1 above) 161.

<sup>8</sup> Op. cit. 163.

Inv. OL 1988.25

35 x 9 x 1 cm

Oxyrhynchite nome, AD 475

cf. Tafel II

- 1 <sup>†</sup> μετὰ τὴν ὑπατείαν τοῦ δεσπότητος ἡμῶν Φλαυίου Νέου Λέοντος [ς τοῦ αἰωνίου Ἀυγούστου  
τὸ α/ month, day.
- 2 ἐμισθώσατο κατὰ μισθοαποχὴν πρὸς μόνον τοῦ εισιόντος ἔτους ρνβ ρκα τῆς  
τεσσαρασκαιδ[ε]κ[άτης ἰνδικ(τίωνος) τὰς ὑπαρχούσας]
- 3 μοι ἐμ πεδίῳ τῆς αὐτῆς κώμης ἐν τῇ ἐμῇ μηχανῇ καλουμένη Ἀψω... ἀρούρας δύο,  
γί(νονται) (ἄρουραι) β, εἰς σπορὰ [ν ὦ]ν ἐὰν [αἰρήται]
- 4 γενημάτων ἐμοῦ ἀρωτροῦντος καὶ τοὺς ἐγγρῆζοντας ποτισμοὺς παρέχοντος διὰ τῶν  
ἐμῶν ὑδρευμάτων καὶ κτηνῶν
- 5 {καὶ κτηνῶν} ἀμισθεὶ καὶ ἀποφέρεσθαί σε τὰ ἐξ αὐτῶν περιγινόμενα εἰς τὸ ἴδιον  
ἀκολύτως καὶ ἐντεῦθεν ὁμολογῶ εἰλη-
- 6 φέναι καὶ πεπλήρεσθαί με παρὰ σοῦ τοὺς συναρέσοντάς μοι ὑπὲρ τούτων φόρους,  
τουτέστιν χρυσοῦ νομισμάτων
- 7 ἐν, προσομολογῶ δὲ ἐσχηκέναι παρὰ σ[οῦ] λόγου προχρ[είας] χρυσοῦ νομισμάτων  
ἐν καὶ πρὸς σὴν ἀσφάλειαν ἐθέ-
- 8 μην σοι ταύτην τὴν μισθοαποχὴν ἀπλη(ν) γραφεῖσα(ν) καὶ ἐπερωτηθεὶς ὁμολόγησα.  
χαίρειν. ὁμολογῶ ἐκουσίᾳ γνώμῃ
- 9 [καὶ α]ὑθαίρετῳ προαιρέσει πεπρακέναι καὶ καταγεγ[ραφηκέναι]

1 2nd o in Λέοντος corr. from ω 2 εισιόντος corr. from εισιόντως; read τὸ εισιὸν ἔτος (? see note) 3 ἐν  
4 ἀρωτροῦντος corr. from -τως; correct to ἀρο- and cf. text note; read ἐγγρῆζοντας; παρέχοντος corr. from  
-τως 5 ἀκολύτως, ὁμολογῶ 7 ἐσχηκέναι corr. from ἔσχον; read λόγῳ

‘After the consulship of our master Flavius Leo Junior the eternal Augustus for the 1st time --- NN has leased by hire-receipt for only the coming year 152=121, the fourteenth indiction, the two arouras, = 2 ar., which belong to me in the area about the same village in my artificially irrigated field called --- for planting with whatever crops he chooses, whereby I am to do the ploughing and provide the needed irrigation with my irrigation facilities and animals without pay and you shall take into possession the profits therefrom without hindrance; and I acknowledge that I have herewith received and been paid by you the rent therefor which satisfies me, namely one gold solidus. And I further acknowledge that I have received from you by way of loan one gold solidus, and for your security I have had this hire-receipt drawn up written in one copy, and when asked the formal question I so replied. Greeting. I acknowledge that I have of free will and voluntary choice sold and had registered ---.’

1 For the dating formula cf. CPR V 14.1-5 and P.Rain.Cent. 106.1-2. All three texts were drawn up in AD 475 before news of Leo's death the preceding November had reached the scribes. In Oxyrhynchus the news was known by 8 May if P.Oxy. XVI 1899 comes from AD 475, as Bagnall and Worp plausibly argue (CSBE p. 50 n. 1; cf. CLRE under the year. See further the commentaries on the texts cited.). The lessor will in that case have received his rent, assuming that this is truly a lease and not a disguised *datio in solutum* or the like, some four months before the start of the lease with the following Egyptian year at the end of August.

At the end of the line at least the month and day have been lost, perhaps also the indiction (13th) and place of writing; but the names of the parties to the contract will have been omitted for brevity. The beginning of the sale in ll. 8-9 shows that that information could be done without.

**2** μισθοαποχήν: the lexica recognize only μισθαποχή. For this form cf. in addition to l. 8 below P.Oxy. XXXI 2584.18,22,27; P.Harris I 82.3,32; P.Oxy. Hels. 42.7; P.Turner 25.28 and a British Library text published in *Hellenika* 38 (1987) p. 44.22-23.

πρὸς μόνον κτλ.: the genitive is surprising. The simplest solution is to correct to the accusative, but it is also thinkable that the original contract had a more complicated expression, πρὸς μόνον ἐνιαύσιον χρόνον λογιζόμενον ἀπὸ τοῦ εἰσιόντος κτλ. or the like, and the genitive was excerpted unchanged. Oxyrhynchite leases which begin after the year in which they were drawn up are very rare: Herrmann did not know any (*Bodenpacht* p. 96), but see now P.Oxy. L 3589 with n. 4 and *Hellenika* 1987 p. 44.

The figures for the year number normally have a stroke over them. None is visible here, but one may easily have lost through the break in the wood.

τὰς ὑπαρχούσας: or ἀπὸ τῶν ὑπαρχόντων.

**3** ἐμ for ἐν: see Gignac I pp. 166-167.

τῆς αὐτῆς κώμης: the village was identified in the part of the contract where the parties were named together with their *origo*, left out of this text.

[αἰρήται]: or αἰρή or the appropriate form of βούλομαι. In l. 2 the scribe referred to the lessee in the 3rd person ἐμισθώσατο; by line 5 he had changed to the 2nd person, which he thereafter maintained.

**4** ἀρωτροῦντος: this form is apparently new. ἀροτρ(ι)οῦντος would come from ἀροτριόω, which LSJ cites as a variant of ἀροτριάω that I have not found in the papyri, or it would be a misspelling of ἀροτριῶντος; but ἀροτρόω or ἀροτρέω may be genuine. Read in any case ἀρο- for ἀρω-.

ὁμολογῖ (read -λογεῖ): the sense requires ὁμολογῶ.

**6** πεπλήρεσθαι is evidently from πλήρω, an apparently otherwise unknown by-form of πληρόω. The formation may have been influenced by ἀποφέρεσθαι in the line above.

**7** προχρ[είας]: there seems no reasonable doubt that this is the word the context requires, but there is room for another short word as well; perhaps ἀρδία]ς, comparing the Hermopolite contract Jördens cites in *ZPE* 75 (1988) 164 n. 3, or simply ὁμοίω]ς.

**8-9** ὁμολογῶ --- προαιρέσει: Würzburg K 1022 side A l. 1 should be checked for this wording.



Pachtvertrag (mishapoche) (Archäologisches Institut, Trier, Inv. OL 1988.25)