Land Tenure in the Documents from the Nabataean Kingdom and the Roman Province of Arabia

The text and translation of the as-yet unpublished Nabataean P.Yadin 2 and 3 were put at my disposal by Ada Yardeni, who also discussed them with me, and rightly insisted on understanding them literally before trying to interpret them. I am grateful to her for her collaboration in this article as well as in our joint publication of the so-called Seiyâl collection (see note 3).

Land tenure in the documents from the Nabataean kingdom and after 106 from the Roman province of Arabia is a slippery issue. The documents contain indirect and not unambiguous information concerning the status of land in Nabataea/Arabia. What was the exact legal status of land said to be leased from the Nabataean king? Did the transition from independent kingdom to Roman province affect the status of this land? Did such land become private in the transition, or was it now leased from the Roman emperor? Is the payment mentioned in the documents that of rent or of tax?1

The documents to be discussed here are of different nature: deeds of sale, P.Yadin 2 and 3 (Nabataean, unpublished, 99 CE); receipts, XHev/Se gr 60 (125 CE) and XHev/Se ar 12 (131 CE); land declarations for the census, XHev/Se gr 62 and P.Yadin 16 (127 CE); and a deed of gift, XHev/Se gr 64 (129 CE). 3

P.Yadin 2 and 3 of 99 CE, two Nabataean deeds of sale, were written one month apart from each other by the same scribe. They describe the sale of the same date grove by a Nabataean woman, 'Abi'adan daughter of 'Aftah daughter of Manigros, at first to a man called Archelaus son of 'Abd'amiyu (P.Yadin 2) and a month later to Shim'on – probably to be identified as Shim'on bar Menahem, Babatha’s father – (P.Yadin 3).4 Both deeds contain a clause about an annual and fixed share to be paid to the Nabataean king. This clause can be reconstructed as follows from the inner and outer texts of the two almost identical contracts (P.Yadin 2 lines 13–14 = lines 37–38; P.Yadin 3 lines 15–16 = lines 41–42):

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1 I do not take into account here the clauses mentioning a fine to be paid to the king/emperor if the terms of the contract are changed found in P.Yadin 2 (99 CE) lines 13–14 = line 40; P.Yadin 3 (99 CE) line18 = lines 45–46; XHev/Se nab 2 (ca. 99? unpublished), line 22; P.Yadin 4 (99 CE, unpublished) lines 17–18; P.Yadin 5 (110 CE, frg a, col. ii line 10); on the Fiskalmult see A. Berger, Die Strafklauseln in den Papyrusurkunden, Leipzig 1911 (reprint 1965), 31ff.; 93ff.


3 The papyri cited here as XHev/Se ar or XHev/Se gr are published in H. M. Cotton and A. Yardeni, Aramaic, Hebrew and Greek Texts from Nahal Ḥever and Other Sites with an Appendix Containing Alleged Qumran Texts [The Seiyâl Collection 2], Discoveries in the Judaean Desert XXVII, Oxford, 1997 (henceforth Cotton and Yardeni); the Greek part of the Babatha archive was published in N. Lewis, The Documents from the Bar Kokhba Period in the Cave of Letters. Greek Papyri (with Aramaic and Nabataean Signatures and Subscriptions, edited by Y. Yadin and J. C. Greenfield), Jerusalem, 1989 (henceforth Lewis). The Aramaic and Nabataean part of the Babatha archive will be published by Y. Yadin, J. C. Greenfield, A. Yardeni, and B. Levine, The Documents from the Bar Kokhba Period in the Cave of Letters. Vol. II: Hebrew, Aramaic and Nabatean Documents. All the papyri found by Yadin in Nahal Ḥever, both published and unpublished, are designated P.Yadin.

4 I do not have an explanation for the presence of the two deeds of sale in the Babatha archive, since the latter deed must have nullified the first one.
In such a way this (same) ‘Abi’adan divided for this grove the share of our Lord, lease-rent for the year, in like manner ten se’ah therein, until there will be a new binding agreement and this grove will become part of this Archelaus’ (Shim’on’s) property by the present contract.

By 19 November and 18 December, the respective dates of P.Yadin 2 and 3, the lease-rent (yrka) due for the current year has not yet been paid. However, now that the date grove is changing hands, the lease-rent ought to be divided between seller and buyer. ‘Abi’adan is saying that she divided the share to the king for the current year, presumably between herself and the buyer (anarm qlj ... tqlp). The meaning of the phrase hrç[ ‘yas hb twk (‘in like manner ten se’ah therein’) in this context is obscure. Assuming that the hb (‘therein’) refers to the ‘share of our Lord’, it could be cautiously suggested that the ten se’ah constitute ‘Abi’adan’s part in the ‘share of our Lord’; alternatively if it refers to the ‘grove’, it may stand for the entire yearly share of the king in the grove. Be this as it may, this is to be done until a new agreement is made (tdj rsa awhy yd d[), and the date grove bought in the present contract actually becomes the possession of the buyer ([‘w[mv\] slkra rtab ad atng anmttw). What is meant by a ‘new binding agreement’ (tdj rsa)? It could refer to an individual private contract between the king and the new owner (Archelaus or Shim’on) which would change or confirm the current terms of leasing and the rates. It seems more likely though that what is meant by a ‘new binding agreement’ is ‘a new order’, i.e. a periodic reorganization of all land leased from the king which was likely to be accompanied by a readjustment of the terms of lease. If this latter suggestion is accepted, it follows that ‘Abi’adan will go on paying her share to the king for as long as the ‘old order’ is still in force. The new order will confirm new owners in their possession; only then will the present contract take its final effect.7 Unfortunately, in the absence of further information, neither suggestion can be considered more than a working hypothesis.

The status of this date grove, leased from the Nabataean king, must have been different – although we do not in what way – from that piece of land designated in the description of the abutters as ‘the land (the garden) of our Lord, king Rab’el’ (aklm labr anarm [tng] [ra, P.Yadin 2 line 4 = line 24; P.Yadin 3 line 5 = lines 26–27). What we know from these two documents is that Nabataean legal practice allowed for land leased from the king to be alienated and sold (twice) on the open market, and transmitted to heirs (P.Yadin 2 line 9 = line 31; P.Yadin 3 line 10 = line 33). If the explanation suggested above for the ‘new binding agreement’ is accepted, then leased land could be alienated during the ‘present order’ – even if it takes its legal effect only when ‘a new order’ is established.

Was all land in the Nabataean kingdom, unless said to belong to the king (anarm [tng] [ra], conceived to be on lease from him? If so, then lease-rent could be considered as equivalent to tax.

What happened after 106 with the advent of the Romans? Did the status of the land undergo any changes?

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5 yrka is Yardeni’s new reading. It is crucial of course for the interpretation offered here, but see already Cotton and Yardeni, 222. The Arabic term yrka (’akry) to describe a lease is attested in early Arabic legal documents, see G. Khan, ‘The Pre-Islamic Background of Muslim Legal Formularies’, Aram, forthcoming; Yardeni (n. 2); see also B. Levine, ‘The Various Working of the Aramaic Legal Tradition at Nahal Hever: Jews and Nabataeans’, Proceedings of the International Congress on The Dead Sea Scrolls – Fifty Years after their Discovery – held at The Israel Museum, Jerusalem, July 20–25, 1997, forthcoming.

6 Note hrç[ and not rç[; for the gender of se’ah see Yardeni (n. 2).

The date grove of P.Yadin 2 and 3, as has been argued elsewhere, was given to Babatha by her father probably in 120 CE, and is to be identified with one of the two Algiphiammas described in Babatha’s land declaration during the census conducted in the Roman province of Arabia in 127 (P.Yadin 16 lines 17–24):8

1) Κήπος φοινικών ἐν ὀρίοις Μαχοζαίοις ἐν τοιούτῳ Αλγίφιαμμα εἴπρος κρεθῆς κάτω ἐκάθω τριάς τελοῦσα καὶ μείγματος, ἐνάκε, ἔπεσεν πατητοῦ, κάτα δέκα εὐςφανίκου μέλαν ἐν λεπτά10 τριάκοντα γείτονες ὀδός καὶ θάλασσα; 2) Κήπος φοινικών ἐν ὀρίοις Μαχοζαίοις ἐν τοιούτῳ Αλγίφιαμμα εἴπρος κρεθῆς κάτω ἐκάθω τελοῦσα οὐγκόν καὶ κρούε ήμένων μέρος ἐπί τοὺς γείτονες μοςχαντική κυρίου Καίσαρος καὶ θάλασσα.

1) A date grove within the boundaries of Mahoza called Algiphiamma, the area of sowing one se‘ah and three qab of barley, paying fifteen se‘ah of mixed and Syrian dates, ten se‘ah of ‘splits’ and as stephanikon one ‘black’ and thirty lepta, abutted by the road and the sea; 2) a date grove within the boundaries of Mahoza called Algiphiamma, the area of sowing one qab of barley, paying a half share of the crops produced every year, abutted by the Moschantic estate of the emperor and by the sea.’

The abutters of the date grove in P.Yadin 2 and 3 are ‘to the east the road, and to the west the houses of Tḥụ daughter of ‘Abd araratat and to the north the swamp’; trb ajt ytb abr[mw ajra ajndml aqqr alamlw hm] bzyew yjya yd aklm labr anarm [ra anymylw trjdb] (P.Yadin 2 lines 4–5 = lines 23–24; P.Yadin 3 lines 4–5 = lines 25–27).11 Thus this date grove (whose name cannot be recovered in P.Yadin 3 line 3 = line 24), can be identified either as the first Algiphiamma abutted by the road and the sea (ὀδὸς καὶ θάλασσα), or as the second Algiphiamma abutted by the Moschantic estate of the emperor and the sea (μοςχαντική κυρίου Καίσαρος καὶ θάλασσα), assuming that the Nabataean king’s property to the south of the date grove mentioned in P.Yadin 2 and 3 was transformed into imperial property after the creation of the province,12 and the ‘shoals’ to the north of that date grove are to be be equated with the sea in P.Yadin 16. The ten se‘ah of P.Yadin 2 and 3 do not favour one or the other of the two Algiphiammas. As was suggested above the ten se‘ah may represent only the seller’s (‘Abi’adan’s) part in the yearly rent; as such they could be part of the φοινικος κυρίου καὶ μείγματος κάτα δεκαπεντε πατητοῦ κάτα δέκα εὐςφανίκου μέλαν ἐν λεπτα τριάκοντα of the first Algiphiamma, or part of τῶν γεινομένων καθ’ ἔτος καὶ κρούε ήμένων of the second Algiphiamma. Alternatively, the annual payment in P.Yadin 16 may represent the ‘new binding agreement’ (tdj rsa) of P.Yadin 2 and 3, which may have changed the terms of the lease when the date grove was sold to Shim’on, Babatha’s father.

The participle of τελειν (‘paying’) applied to date groves in P.Yadin 16 (lines 19, 22–23, 26, 30–31) as in the other land declaration from Arabia, XHev/Se gr 62 (frg. a line 16; frg. b line 3; frgs. c–m lines 8, 12, 16), is taken to refer to the annual tax paid by the provincial population.13 But does it?

9 For the stephanikon see H. M. Cotton, ‘Rent or Tax Receipt from Maoza’, ZPE 100, 1994, 553 and n. 23 there.
11 In P.Yadin 3, a Ḥaninu son of Taim’alahi is added on the west side, see Yardeni (n. 2).
13 And so it is translated by Lewis: ‘paying as tax’, p. 68; it is used wrongly as an argument for postulating that the annual payment mentioned in XHev/Se gr 64 lines 28–30 is that of tax and not of rent, see Cotton and Yardeni, 223; see more below.
In fact two locutions in XHev/Se gr 62 favour an annual lease. Twice the participle τελοῦν comes together with φόρου (e.g. μέρος ἡμικύρας ... τελοῦν φόρου μέλαν ἐν, etc. frg. a lines 16–17; cf. frgs. c–m line 8). Φόρος, even if it may stand for tax, is the usual term for rent. Even more cogent is the presence of the term [ἐ]πιαίκιον to describe the field declared in XHev/Se gr 62:

ἀπογράφομαι ἐμαυτὸν ἔτων τριάκοντα [...]πληγὸν [ἐ]πιαίκιον μέρος ἡμικύρας ἐν ὀρίσει Μαωίων τινῶν ποιήγραμμένης λεγομένης Αρενοαραθα μετοχής τῆς πρὸς ἦλθαθιν Κιμωίως ὁ μέρος ἡμικύρα ἐστὶν σπόρων κρείθης κάτω ἐπί μόνος κάβων τριῶν τελοῦν φόρου μέλαιν ἐν λεπτὰ τεσσαράκοντα πέντε.

'I register myself, thirty years old, [as owner of?] a yearly half share of a field, called Areonaratha, within the boundaries of the aforesaid Mahoza, in partnership with Ionathes son of Shim’on , which half share is (the area) of sowing one ene’ah three qab of barley, paying as tax one ‘black’ and forty-five leptai.’

Unfortunately it is impossible to restore the word before [ἐ]πιαίκιον μέρος ἡμικύρας, but the [ἐ]πιαίκιον strongly suggests ‘a yearly lease’, or rather ‘a lease for one year’.

If the date groves declared in P.Yadin 16 and XHev/Se gr 62 were on lease from the emperor, then the payments mentioned in them are of rents and not of taxes, though it may seem odd at first sight that rent rather than tax is declared at the census. Nevertheless, the status of the land declared must have been different from that described in P.Yadin 16 as ‘the Moschantic estate of the emperor’ (μοσχαντική κυρίου Καίσαρος), in the same way that the land sold by 'Abi’adan daughter of 'Afta to Shim’on bar Menahem, Babatha’s father, although it paid lease-rent to the Nabataean king (see above on yrka) is likely to have been of a different status from the piece of land designated in P.Yadin 2 and 3 as ‘the land (the garden) of our Lord, king Rab’el’ (ακλμ λαβρ αναρ [τ]ν [ρ]) [ra].15

Similarly, it is hard to decide whether tax or rent is the subject of two very similar receipts from the archive of Salome Komaisē daughter of Levi: one is in Greek from 29 January 125 (XHev/Se gr 60) and the other one, in Aramaic, was written exactly six years later, on 30 January 131 (XHev/Se ar 12). The text and a translation of both follow:

**XHev/Se gr 60:**

1. [Names and patronyms] [ ] son of Judah and colleagues to Menahem son of Iohannes greetings. We received from you the amount due for dates, which you owe to our Lord the Emperor in Mahoza for the eighteenth year (of the province). On account of which we have now received from you through Sammouos son of Shim’on four blacks (and) fifty-eight lepta-units. Written in Mahoza in the year of the consulate which comes after that of Glabrio and Thebanianus, the nineteenth year (of the province), the fourteenth day in the month of Peritios. Reisha wrote this.

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15 P.Yadin 2 line 4 = line 24; P.Yadin 3 line 5 = lines 26–27.
XHev/Se ar 12:

1. Šlm, daughter of Levi; your brother
2. Yh . . . son of Th, and my friend
3. Šml[ . . . ]we received from you the value in money of
4. dates – se’ah ten
5. and nine and a qab and a half,
6. which is with you(?), from . . . Levi
7. your father, in the year
8. twenty four (or: And as such)
9. in the day ten and fi-
10. ve of Shevat,
11. year twenty-
12. fi[v]e of the Eparch[y:]

In both receipts we find more than one tax or rent collector described as ‘colleagues’; the dates, 29 and 30 January respectively, imply that the tax or rent was collected at that time of year. The doubtful word ymd in line 3 of the Aramaic receipt is the construct-state of the word ḫym (price, money, value), which is here the exact equivalent of γημ of the Greek receipt. Thus lines 3–5 of the Aramaic receipt ‘We received from you the value in money (ｙｍδ) for nineteen and a quarter se’ah of dates’, are the exact equivalent of ἀπεχθαμεν παρα σοι τειμιν φοινικος of lines 4–5 of the Greek receipt. The expression ἀπεχθαμεν suggests that an adaeatio took place, i.e. the nineteen and a quarter se’ah of dates were paid in cash – like the procedure in the Greek receipt – rather than in kind, even though the sum in money is not specified. It is very tempting to interpret the three vertical strokes with a horizontal stroke going through them, following the ‘twenty’ (yrç) and the waw in line 8 of the Aramaic receipt as standing for the digit 4 (rather than for the doubtful azOكوW) – thus ‘in the twenty-fourth year’. The parallel with the Greek receipt will then be complete: just as in the Greek receipt, where the tax or rent due for ‘the eighteenth year of the province’ is paid in the ‘nineteenth year of the province’, in the Aramaic receipt the tax or rent for ‘the twenty-fourth year’ is paid in the ‘twenty-fifth year of the province’ (lines 11–12). Finally, the date in both receipts comes at the end. This is unlike all other Aramaic deeds from the Judaean Desert; it seems to follow the conventions of receipts in Greek.

The striking resemblance between the two receipts suggests that the land for which tax or rent was paid was of the same status. The apparent presence of more than one revenue collector might suggest that both receipts deal with a body of conductores on an imperial estate. In Egypt, however, ordinary taxes were often collected by a group of people. We have no information about the system of taxation which operated in Arabia before or after 106. The crucial question seems to be whether ὀφειλεῖν

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16 Τημη is sometimes transliterated as ימי in Aramaic; see M. Sokoloff, A Dictionary of Jewish Palestinian Aramaic, Ramat Gan 1990, 223.


18 See Wallace (n. 14), 286ff.
The crucial lines appear only in the outer text (lines 28–30):

εὑρεῖς καθ’ ἑτος εἰς λόγου κυριακοῦ δίκου φοινίκεος πατητός σάτα δέκα καὶ συρῶν καὶ ναροῦ σάτα ἕξ· ‘It (i.e. the date grove) will pay every year to the account of the fiscus of our Lord ten se’ah of “splits”, and six se’ah of the Syrian and the na’aran dates.’

Does the annual payment in kind ‘to the account of the fiscus of our Lord’ imply that the date grove given in gift was on lease from the emperor?

Several expressions suggest at first sight that we are dealing in XHev/Se gr 64 with private property: first, the use of the term τὰ ὑπάρχοντα, and, more particularly, τὰ ὑπάρχοντα μοι (ἀυτῆς) ἐν Μαωζακ (lines 7 and 25), to describe the property given in gift.21 Secondly, the fact that the date grove is said to be given as a gift forever – εἰς δόσιν ἀπὸ τῆς σήμερον δόσιν αἰωνίων (lines 6–7) – repeated in different terms in the concluding declaration – ἐξειν τὴν προγεγραμμένην Κομαίας τῆν προγεγραμμένην δόσιν κυρίας καὶ βεβαιῶς εἰς τὸν ἀπαντᾶ ἀριθμὸν (lines 39–41) – also seems to point to private ownership.

However, these objections to the lease theory can easily be met. The verb ὑπάρχειν, i.e. ‘possess’, is used by tenants on the ge basilike in Egypt to refer to the land they are cultivating; people came to think

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19 The Excursus on these lines in Cotton and Yardeni, 221–3, has some misconceptions which I have tried to correct here.

20 It is Gropte in XHev/Se gr 64 line 3, but Grapte in XHev/Se gr 63 line 9 – a deed of renunciation by the daughter, Salome Komaïse, to her mother.

21 See Preisigke, Wörterbuch, s.v. ὑπάρχειν.
of land held for many generations in their families as their own. Nor should the assertions that the land is given forever be taken too literally. Similar expressions (e.g. ἀπὸ τοῦ νῦν ἐπὶ τῶν ἀπαιντα χρόνων) occur in Egypt in division of ‘public land’ (βασιλικὴ γῆ) between brothers (e.g. P.Mich. IX 556–7); presumably no more is meant than ‘as long as we lease the land’, which de facto might well be forever.

Finally the presence of an imperial orchard as one of the abutters of the date grove given in gift could be taken to imply that this date grove is not a κηπος κυριακός. But this reasoning too is not compelling. We may be witnessing here a wholesale transfer of Nabataean terms of ownership. The Roman emperor stepped into the Nabataean king’s possessions without altering the terms of ownership: the expression κηπος κυριακός describes what used to be anarm [tng] [ra – of which it is a literal translation – under the Nabataean king, whereas the date grove given in gift was of the same status as the land sold by ‘Abi’adan on the open market in 99 CE (P.Yadin 2 and 3 discussed above), i.e. on lease from the emperor.

Pieces of land which belonged to what is commonly and vaguely called the ‘imperial estate’ may well have possessed different statuses, thereby faithfully reflecting their pre-Roman status. It is a fact that land owned by the fiscus was exploited in different ways: between land leased to tenants and land worked by slaves under a vilicus, ‘there was still an infinite range of local variations’. It is possible, therefore, that a date grove described as κηπος κυριακός would be cultivated directly by the fiscus, whereas others would be leased to tenants – probably to hereditary tenants who would speak of it as their own property. There are examples of ‘perpetual leaseholds’ from other parts of the empire: in Egypt the lease of οὐχιακὴ γῆ could be transmitted to heirs. An inscription attests hereditary lease-holds on an imperial estate in Lydia. We also have the evidence of the North African inscriptions for ‘perpetual leaseholds’ held under the terms of the Lex Manciana: ‘[Qui in f(undo) Ville<ae> Magn<ae> Variae]>n<ae si<ve> Mappali<ae> Sig<ae> faciem olivetum vinegar se>verunt severin[t, eis eam super-ficiem hieredibus], qui e legitim[is matrimonii nati sunt eruntve], testamento relinquare permittitur’, CIL VIII 25902 (the Henchir–Mettich inscription), col. IV lines 2–6. The Tablettes Albertini (FIRA III 139) prove that this was still true many years later, when private landlords replaced the emperor as the owner of these lands. Thus, the fact that the date grove is spoken of as privately owned and given as ‘a gift forever’ does not, in itself, force us to regard it as private property stricto sensu.

The fact that the annual payment is in kind rather than in cash could have been adduced as further support for the view that this deed involves the lease of imperial land and the annual payment of rent for it – but the argument is not unassailable. It is certainly true that, in Egypt, taxes on vineyard and garden-land (which includes date groves) were converted into money terms (adaeratio), whereas in leases of

22 κηπος κυριακός καλούμενον Γαμμαθ Ἀββάδαια, lines 10 and 31–32.
25 F. F. Abbott and A. Ch. Johnson, Municipal Administration in the Roman Empire, Princeton 1926, no. 142, 200–250 CE.
26 The quotation follows D. Flach’s text, ‘Inschriftenuntersuchungen zum römischen Kolonat in Nordafrika’, Chiron 8, 1978, 480 (This paragraph defines the usus proprius of col. I, lines 9–10 of the Lex Manciana, cf. Flach, ibid., 445–6); cf. ‘<i>isque qui occupaverint possidendi ac fru<en>di{i} eredique suo relinquendi id ius est lege Hadrianæ comprehensum de rudibus agris et iis, qui per X an<os> continuos inculti sunt’, CIL VIII 25943 (Ain Wassel inscription), col. I, lines 7–13 (Flach, ibid., 487); see D. P. Kehoe, ‘Lease Regulations for Imperial Estates in North Africa. Part 2’, ZPE 59, 1985, 156–9; idem, The Economics of Agriculture (n. 17), 39; idem, Management and Investment (n. 17), 50.
27 Wallace (n. 14), 47ff.
date groves one finds both kinds of payment. However, the Romans may have inherited the evaluation, and perhaps also the payment, of taxes in kind from the Nabataean kings, just as they seem to have inherited from them the payment designated *stephanikon*, whatever this term represented. Furthermore, taxes in the Roman empire were sometimes paid in kind. Alternatively, an *adaeratio* might have followed later, as is likely to have happened for the rent or tax for dates ("*żyw rzt*") mentioned in the Aramaic receipt (XHev/Se ar, lines 3–4): the *φοινικός* *πατητοῦ* *σάτα* *δέκα* καὶ *σιροῦ* καὶ *ναμοῦ* *σάτα* *€* may have been converted into cash when actual payment took place. Thus we cannot use the payment in kind to buttress the suggestion that the land in question was on lease from the emperor.

Nor can the straightforward implication of the text that the yearly payment went into the imperial *fiscus* (*εἰς λόγον κυριακοῦ* *φίλκου*) determine incontrovertibly whether the date grove given in gift is private property or on lease from the emperor. Even those who claim that in the first two centuries the annual taxes (even from the imperial provinces) did not go into the imperial *fiscus*, and consequently that the date grove must be part of the imperial estate, i.e. part of the *patrimonium*, would concede that in *εἰς λόγον κυριακοῦ* *φίλκου* as well as in the ὁφελείς Κυρίω *Καισάρι* in the receipt from 125 CE (XHev/Se gr 60 lines 5–6) we have a case of 'loose terminology': whoever wrote the deed of gift or the receipt was convinced that the monies belonged to the emperor. In other words, the fact that the yearly payment is said to go to the *fiscus* cannot be used to support the claim that the date grove is on lease from the emperor; nor, if the date grove was private property on which there was an annual tax in kind, can we use this text to record a stage in the process of the development of the imperial *fiscus* into the public chest any more than we can use for this purpose the evidence of the New Testament, where people speak about the annual taxes, κέννος and φόρος, as being paid ‘to the emperor’. This last point gains force from the following considerations: the imperial procurator in Arabia, whose seat was in faraway Gerasa, was in charge of both the annual tax and the rent from the imperial estates; both tax and rent are likely to have been collected by the same local tax collectors. Neither the tax collectors of XHev/Se gr 60 nor the scribe of XHev/Se gr 64 were necessarily aware of the division between private and public monies which may well have taken place in the office of the procurator in Gerasa, or later on in Rome.

Can the evidence concerning land tenure found in the papyri from the Judaean Desert gain from a comparison with the situation in Egypt?

Roman Egypt was divided into two principal land categories – public and private. Both categories were administered by the *dioikesis*. The private property of the emperor, the imperial estates, ‘began

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29 See above n. 8.
32 Millar, *Emperor* (n. 31), 625.
35 See Rowlandson (n. 7), 29ff. I shall be using her lucid distinctions in what follows.
to be administered as a category of the public land’ when the Flavians formed the *ousiakos logos*. All public land paid rent; private land paid tax. In addition private land could be freely disposed of through sale, gift or inheritance. The rates of rent on public land were significantly higher than tax rates on private land.

Certain locations found in the papyri from the Judaean Desert imply that land once leased from the Nabataean kings was now leased from the Roman emperor. Such expressions and practices as seem to imply that the land in question was privately owned, i.e. the alienation of such land through sale, gift or succession, can be reconciled, albeit uncomfortably, with hereditary tenancy. The wholesale adaptation of modes of Nabataean land tenure by the Romans is not uncharacteristic. Far more disturbing are the declarations of leased land, if that is what it was, in the census of 127. That the land declaration was part of a provincial census is made clear in the two declarations which use almost identical language to describe it:

P.Yadin 16 lines 11–15

άποτειμέας Ἄραβιας ἀγομένης ὑπὸ Τίτου Ἁλευτίου Σεστίου Φωφερετεινοῦ πρεσβευτοῦ Ἀτταντατρήγου, Βαβτὰ Σίμωνος Μαωζίνης τῆς Ζοαρηνῆς περιμέτρου Πέτρας, ὅικοσα ἐν ἴδιοις ἐν αὐτῇ Μαωζα, ἀπογράφομαι ἀ κέκτημαι.

XHēv/Se gr 62 frg. a lines 10–13

ἀποτειμέας Ἄραβιας ἀγομένης ὑπὸ Τίτποῦ Ἁλευτίου Σεστίου Φωφερετεινοῦ πρεσβευτοῦ Σεβαστοῦ ἀντιτρήγου Χαμμουρίου Σίμωνος Μαωζίνος τῆς Ζοαρηνῆς περιμέτρου Πέτρας ὁμᾶς κατὰ ἴδιοις ἐν αὐτῇ Μαωζα, ἀπογράφομαι ἐμαυτοῦ ... etc.

No other land declarations from the Roman world have survived. The Egyptian fourteen-year cycle census declarations involve only people and house property, never agricultural land. Thus no comparison is to hand. Is it possible that land on lease from the emperor and the rents paid on it were declared in the provincial census? Or is the declaration itself a good enough reason to postulate that we are dealing here with taxes on private land? If the latter is the case, then those expressions which suggest lease and rent are in fact fossilized juristic terms inherited from the Nabataeans but now stripped of all meaning.

Appendix: Land Units and their Taxes or Rents

The table below is an update of a table which appeared in W. Weiser and H. M. Cotton, ‘Gebt dem Kaiser, was des Kaisers ist: Die Geldwährungen der Griechen, Juden, Nabatäer und Römer im syrisch-nabatäischen Raum unter besonderer Berücksichtigung des Kurses von Sela’/Melaina und Lepton nach der Annexion des Königreiches der Nabatäer durch Rom’, *ZPE* 114, 1997, p. 238. It is based on data found in five papyri from the Province of Arabia: P.Yadin 16 and XHēv/Se gr 60, 62, 64 and XHēv/Se ar 12. It attempts to convey the relations between size of land and the amount of tax or rent, both in kind and in cash, on them. Only for the two land declarations, P.Yadin 16 and XHēv/Se gr 62, do we have both size of land and rates of tax or rent.

It seems that the land declared in XHēv/Se gr 62 was made up of small plots. Babatha’s plots, declared in P.Yadin 16, were generally much larger. The fact that each piece of land, in P.Yadin 16 as

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36 Rowlandson, ibid. 30.
37 Rowlandson, ibid. 29.
38 Rowlandson, ibid. 71ff.
well as in XHev/Se gr 62 and 64, has its own name (and thus, presumably, its own history), suggests that land was accumulated by one family over time.  

The size of land is conveyed in the documents in *bet se’ah*, i.e. the size of land sown by a *se’ah* of wheat. The tax or rent, when paid in kind, is conveyed in units of volume, i.e. the *se’ah*, translated in Greek as *çavton*. There is disagreement about the area corresponding to *bet se’ah* and the capacity of the *se’ah*.

There does not seem to be any constant ratio between the rate of tax and the size of land, in as far as we have these. The rates are in Αλγιφαμμια (P.Yadin 16 lines 17ff.): 1:10; 1:6.66; and 1:0.86; Βαγαλγαλ (P.Yadin 16 lines 24ff.): 1:10; 1:10; and 1:1.1; Βπβφααραα (P.Yadin 16 lines 29ff.): 1:4.5; 1:3; and 1:0.42; Αρενοαράθα (XHev/Se gr 62 frg. a lines 14ff.): 1:0.96; Χαφφουρα (XHev/Se gr 62 frgs. c–m lines 7ff.): 1:1.1; and Χαφφουρα (XHev/Se gr 62 frgs. c–m lines 14ff.): 1:3.12; 1:3.12.

The only remarkable fact is the low rates paid by Χαφφουρα (XHev/Se gr 62 frgs. c–m lines 14ff.), which may be due to the quality of the soil and the resultant yields. The monetary tax or rent is variously described as τειμή φοϊνικός (XHev/Se gr 60 line 5), φόρος (XHev/Se gr 62 frg. a line 16, frgs. c–m line 8), and sometimes κτεφανίκον (e.g. P.Yadin 16 lines 20, 27, 32; XHev/Se gr 62 frgs. c–m lines 17–18). The monetary tax or rent seems to be loosely related to the size of land and the tax or rent in kind. Our estimation of the rate is further hampered by our ignorance of the respective value of ‘blacks’ and *lepta*: how many *lepta* make up one ‘black’?  

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42 Indicated in the table by #.
43 Indicated in the table by *; on the stephanikon, see note 9 above.
44 See note 10 above.
<table>
<thead>
<tr>
<th>Name of Grove</th>
<th>Size (Bet Se’ah)</th>
<th>Tax or Rent in Se’ah on Dates¹</th>
<th>Tax or Rent in Se’ah on ‘Splits’²</th>
<th>Monetary Tax or Rent</th>
<th>Other Kind of Tax or Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>XHev/Se gr 60</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>4 blacks; 58 lepta</td>
</tr>
<tr>
<td>P.Yadin 16</td>
<td>Αλγήσημα</td>
<td>1.5 bet se’ah</td>
<td>15 se’ah</td>
<td>* 1 black; 30 lepta</td>
<td>half-share of the crops</td>
</tr>
<tr>
<td></td>
<td>Αλγήσημα</td>
<td>1/6 bet se’ah</td>
<td>10 se’ah</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Βαγαλγαλα</td>
<td>3 bet se’ah</td>
<td>30 se’ah</td>
<td>* 3 blacks; 30 lepta</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Βηθφαρααια</td>
<td>20 bet se’ah</td>
<td>90 se’ah</td>
<td>* 8 blacks; 45 lepta</td>
<td></td>
</tr>
<tr>
<td>XHev/Se gr 62 frg. a</td>
<td>Αρενοραθα</td>
<td>1.5 bet se’ah</td>
<td>none</td>
<td># 1 black; 45 lepta</td>
<td></td>
</tr>
<tr>
<td>XHev/Se gr 62 frg. b</td>
<td>Χαφουρα</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>XHev/Se gr 62 frgs. c–m</td>
<td>Χαφουρα</td>
<td>—</td>
<td>unknown amount of Syrian dates</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Γανναθ...χ.βασα</td>
<td>less than 1 bet se’ah</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>XHev/Se gr 62, frgs. c–m</td>
<td>Χαφουρα</td>
<td>1 bet se’ah</td>
<td>none</td>
<td>—</td>
<td># 1 black; 10 lepta</td>
</tr>
<tr>
<td></td>
<td>Γανναθ...ο.οη</td>
<td>—</td>
<td>unknown amount of Syrian dates</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>XHev/Se gr 64</td>
<td>Χαφουρα</td>
<td>0.08 bet se’ah</td>
<td>2.5 se’ah</td>
<td>* unknown amount</td>
<td></td>
</tr>
<tr>
<td>XHev/Se ar 12</td>
<td>Γανναθ’Ασαδασα</td>
<td>—</td>
<td>6 se’ah</td>
<td>none</td>
<td>19.25 se’ah of dates, kind not specified</td>
</tr>
</tbody>
</table>

¹ This category includes Syian, mixed, and/or na’aran dates which are taxed together in the documents. For na’aran dates see Broshi (n. 40), 233.
² Πατητός in Greek. This is a particularly juicy variety of dates which bursts open on the tree itself; see Hohlwein (n. 28) 18–22.