

THE
BULLETIN
OF THE
AMERICAN SOCIETY
OF
PAPYROLOGISTS

VOLUME V NUMBER 4

DECEMBER 1968

THREE PAPYRI FROM OXYRHYNCHUS*

1. AN APPRENTICESHIP CONTRACT

P. Oxy. Inv. [27] 3B/41 G(7-9) (a) 13.5 x 18 cm. Early Third Century

2875

This is a detailed contract, preserved as far as the end of the main part of the provisions. There is one long and large rent on the left side, a smaller one on the right (the result of two original vertical folds), many smaller holes, and a dark and badly worn section in the center of the right side; for the most part, however, the lacunae may be supplied from similar contracts, since most of the clauses can be paralleled elsewhere.¹ The dating formula is missing from the end, perhaps along with a few provisions agreed to by the overseer. The fact that both parties are Aurelii makes it likely that the piece is to be dated after 212, but the handwriting suggests that the document is not likely to be later than the middle of the century, since its affinities are more with second century hands than with third.

Zoilos apprentices himself to the builder Apollonios, a member of a craft not involved in any other known apprenticeship, though well-known elsewhere in papyri. It is customary for an apprenticeship to be made by the parent, owner, or guardian of the person to be apprenticed, and this piece is unique in that Zoilos acts for himself. The situation is complicated, however, by the presence of the note at the end of the preserved section that his mother is present and approves of the contract.

Our understanding of the age at which one could make a contract in Roman Egypt is unfortunately incomplete. It appears that in local law a boy could make a contract at the age of fourteen, when guardianship

*These documents were made available to me during the Third Summer Program in Papyrology (1968) in Philadelphia. I am grateful to the Egypt Exploration Society for permission to publish these papyri, which will be republished with serial numbers in a future volume of the *Oxyrhynchus Papyri*. I should like to thank Professors Eric G. Turner, Alan E. Samuel and Naphtali Lewis, Dr. J. David Thomas, and Mr. Peter J. Parsons for their help in preparing this edition.

1. See J. Herrmann, *JJP* 11/12, 1957-58, p. 119, for a list of contracts and a detailed discussion of them. To his list can now be added P. Oxy. 2586.

normally ended.² It is hard to imagine that Zoilos is younger than fourteen. If he were much older, however, it is difficult to see what place the clause of his mother's approval would have. It is also true that boys were normally apprenticed at a younger age than this; papyri sometimes describe an apprentice as a minor (ἀφῆλιξ).

The significance of the εὐδόκησις clause is unclear. In most of its appearances in the papyri it indicates the assent of one of the parties to the agreement, and comes at or near the end, while here it was certainly followed by some further provisions at least. A closer parallel might be sought in the Delphic manumission inscriptions, where there are parties giving an *eudokesis* who are not themselves involved in the transactions, but who might have some interest in the slave property (Westermann suggests as heirs). For these Westermann suggests that the law required the assent of all heirs.³ Whatever the merit of this hypothesis for the Delphic inscriptions, it is not particularly helpful here. It may be that the *eudokesis* of the mother was useful in strengthening the contract in a sense not wholly defined by the legal system; she may have controlled the family wealth, for example.

The writer of the contract appears to have been able to follow standard terminology fairly well, but to have slipped badly when an out-of-the-ordinary clause was required (cf. notes to lines 13, 23, 26).

- Ὁμολογοῦσ[ιν ἀλλήλ]οις Αὐρήλιος Ζωῖλος χ[ρη-
 [μ]ατίζων μ[ητρὸς] Ζοῖλοῦτο[ς] Πτολεμαῖ[ο]ν
 ἀπ' Ὀξυρύγχω[ν πόλε]ως καὶ Αὐρήλιος Ἀπο[λ]λώνιος
 Δωρᾶτος μ[ητρὸς] Ἀπολλωνίας ἀπὸ τῆς αὐτῆς
 5 πόλεως οἰκ[οδόμος] ὁ μὲν Ζωῖλος ἐκδεδῶσθαι
 ἑαυτὸν τ[ῷ] Ἀπολλωνίῳ π[ρὸς] μάθ[ησιν] τῆς
 οἰκοδομικ[ῆς] τέχνης ἐπ[ὶ] χρόνον [ἐ]τη τρία
 [ἀ]πὸ νεομη[νίας] τοῦ ὄντος μην[ός] Χο[ρ]ί[α]κ
 [τ]οῦ ἐνεστῶ[τος] . (ἔτους) ἑφ' ὄν χρόν[ον] ὁ Ζωῖλος
 10 παρέξει ἑαυτ[ὸν] παραμένοντα τῷ ἐπιστά-
 τη Ἀπολλωνί[ῳ] ἀπόκοιτον καὶ ἀφ[ή]μερ[ο]ν
 οὐκ ὄντα τῆς [το]ῦ αὐτοῦ ἐπιστ[ά]του οἰκ[ί]ας
 δι[α]κ[ο]οῦντα [κ]αὶ ἐκτελ[οῦ]ντα πάντα τ[ὰ]
 ἐπιτραπησόμ[ε]να αὐτῷ ὑ[πὲρ] τοῦ ἐπιστά[του]

2. R. Taubenschlag, *The Law of Graeco-Roman Egypt*, pp. 147-8, 155, 167, 175-9.

3. W. Westermann, *JJP* 4, 1950, pp. 49-62.

- 15 ἀνήκοντα τῇ τέχνῃ], τ[ο]ῦ αὐτοῦ Ζωίλου
 τρεφομένου καὶ ἱματιζομένου ὑπὸ τοῦ ἐπι-
 στάτου ἐπὶ τ[ὸ]ν προκείμενον χρόνον ἐ[τ]ι
 δὲ καὶ ἐπιχορηγούμενου ὑπὸ τοῦ αὐτοῦ ἐπιστ[ά]-
 του ὑπὲρ μισθ[ο]ῦ κατὰ μῆν[α]. . . . [. . .] . [. . .] .
 20 ἐξ τοῦ Ζωίλου ἀποδιδόντ[ο]ς τὰ ὑπὲρ αὐτοῦ
 δημόσια. ἐπὶ δὲ ὃ μὴ εἴη συμβῇ τὸν αὐ-
 τὸν χρόνον ἁσθενῆσαι, ἔσται παρὰ τῷ αὐ-
 τῷ ἐπιστ[ά]τῃ ἐπιμελούμενος ὑπ' αὐτοῦ
 [κ]αὶ ὡς ἐὰν ἁσθενῶν ἀργήσῃ ἡμερῶν
 25 τούτων τὰς [ί]σας παραμενεῖ τῷ ἐπιστάτῃ
 μετὰ τὸν χρόνον χωρὶς μισθοῦ διὰ τὸ ἃ κα-
 ταργῆθαι αὐ[τὸ]ν λαμβάνειν τὸν προκείμε-
 νον μισθόν. πληρώσαντι δὲ τῷ Ζωίλου πα-
 ρὰ τῷ ἐπιστάτῃ τὸν τριέτη χρόνον ἀπερ-
 30 χομένῳ δώσ[ε]ι ὁ Ἀπολλώνιος ἱμάτι[α] ἄξια
 δραχμῶν ἐ[ξ]ήκοντα ἀνθ' ὧν περ[ὶ] αὐτὸν
 εἰσήνεγκε [τ]ῶν ἴσων δραχμῶν ἐξήκον-
 [τ]α καὶ ἀργαλ[εῖα] τῆς οἰκοδομικῆς χωρὶς
 τειμῆς. παρο[ύ]σα δὲ ἡ τοῦ Ζωίλου μήτηρ
 35 Αὐρήλια [Ζοι]λοῦς Πτολεμαίου μητρὸς
 . . . [. . . ἀπὸ τ]ῆς αὐτῆς πόλεως εὐδοκεῖ
 [± 14 ὁ] δὲ Ἀπολλ[ω]νίου[ς]

27. l. καταργηθῇ (see commentary)

28. l. Ζωίλω

Aurelius Zoilos, known as the son of his mother Zoilous the daughter of Ptolemaios, from the city of Oxyrhynchus, and Aurelius Apollonios, son of Doras and Apollonia, from the same city, a builder, acknowledge to one another:

Zoilos, that he has handed himself over to Apollonios to learn the craft of building, for a period of three years from the first of the present month Choiak in the present . . . th year, for which time Zoilos will provide himself remaining with the overseer Apollonios, being absent neither by night nor by day from the house of the said overseer, learning and carrying out all instructions in the craft furnished him by the overseer; Zoilos to be fed and clothed by the overseer for the said time and also to be provided by the same overseer with . . . -six (drachmas?) per month as pay, with Zoilos paying the taxes for himself.

In case (may it not be) he should happen to be sick during the said period, he will stay with the said overseer, being cared for by him, and for as many days as he is off work with sickness he shall remain an equal number with the overseer after his term, without pay, because he is taking the aforementioned pay for time which he did not work.

Apollonios will give Zoilos, when he has finished his term of three years with the overseer and departs, clothes worth sixty drachmas, in return for those which he brings with him worth also sixty drachmas, and also tools of the builder's craft without cost.

Aurelia Zoilous, daughter of Ptolemaios and of her mother, the mother of Zoilos, from the same city, being present approves of (this contract). And Apollonios . . .

2. From the manner in which Zoilos is identified, it may be surmised that his father was unknown.

9. There is a trace of ink before (ἔτους) which may have been a numeral, but it cannot be read.

10. The forms of the verb παραμένειν do not apparently bear the technical legal sense carried by the noun παραμονή. Cf. J. Herrmann, *JJP* 11/12, 1957-58, p. 137 and A. E. Samuel, *JJP* 15, 1965, pp. 246-255.

This is now the second known use of the term ἐπιστάτης in an apprenticeship; the first was *P. Oxy.* 2586, where it is plausibly suggested that the term indicates an individual of somewhat higher status than the διδάσκαλος usually involved. A builder would have a supervisory function in a sense that an ordinary weaver would not, of course.

13. διὰ κ]οῦοντα: only the last five letters are certain. Presumably the word was another participle joined to the following ἐκτελ[οῦ]ντα. From other documents we would expect διακονοῦντα (*P. Oxy.* 275.10) or ποιοῦντα (*P. Oxy.* 725.13 and elsewhere), but neither of these will fit. The letter before υ can hardly be an α or ε, and in fact seems most like a typical oval *omicron* of this document. The only possibility I can think of is διακούοντα, which would mean "pay attention to," or "learn from," a meaning reasonable for the context except for the fact that the two participles elsewhere are simply redundant. διακούω in general means to hear out, to hear to the end, or to learn (from someone, τίνος). It is conceivable that the scribe has simply misspelled διακονοῦντα by juxtaposing the *upsilon* and *omicron*, and we should read διὰ κ]ο]λύοντα.

19. The traces are very indistinct at the end of the line. One would expect κατὰ μῆν[α] ἑ[κ]ασ[τον] δραχ[μὰς] | ἔξ or κατὰ μῆν[α] δραχμὰς ---- | ἔξ. The palaeography favors the former, but would allow either. If the wages are only six drachmas a month, they are rather small. *P. Oxy.* 2586, somewhat later (253), provides for a monthly wage scale sliding from 10 dr. a month after six months to 80 dr. a month in the last of the five years. The productivity of a builder's apprentice might be less than that of a weaver, however.

23. I can find no parallel for this use of the participle of ἐπιμελέσθαι in a passive sense, but it is difficult to interpret this clause in any other way, and the reading is reasonably certain when coupled with the phrase following. The verb is

commonly used elsewhere in the papyri in the imperative with σοῦ to mean "take care of yourself." The usage here may be an indication that the scribe had problems with non-formulaic Greek.

26. ἀ καταργήθῃ: I take this to be a misspelling for καταργηθῇ, as in *P. Flor.* 218.13 and elsewhere (*v. WB s.v. καταργέω*). This passive is used in an intransitive active sense, to be idle; I would suggest that here it has been extended to a transitive sense in a rather indefinite construction of the form ἀ <ἐάν> καταργηθῇ (as in line 24), with the meaning apparently intended to be something like "for the days on which he has been off work," but much compressed, with the phrase "for the days" omitted. I am not entirely happy with this interpretation, but the reading is certain, and no other division of the letters is more plausible.

29. The top layer of fibers is missing from a strip along the right side of the papyrus, but there is not normally a letter lost in this strip. Here, there is no trace of a ρθo at the end of the line, but ἀπερχομένω makes no sense, while ἀπερχομένω is obvious. We cannot be certain whether the scribe omitted the ρθo or whether it has been lost with the fibers.

33.. ἀργαλ[εῖα] (a late form of ἐργαλεῖα) is used in *SB* 6947.19 to refer to the tools of a trade, and must mean that here.

The ink of the right-hand dot of the *trema* over the first *iota* of οἰκοδομικῆς is almost gone, but shows up clearly in the photograph.

37. The space after εὐδοκεῖ presumably contained a phrase meaning "this agreement" or "the foregoing provisions." The variety of such phrases found after εὐδοκεῖν in other contracts, however, makes it impossible to be certain here. Two possibilities which would fit the available space are τῇδε τῇ ὁμολογίᾳ (*P. Oxy.* 1638.26) and τοῖς προκειμένοις (*P. Oxy.* 513.48).

2. AN OATH OF GUARD

P. Oxy. Inv. [22] 3B/18 C(3-5) (a)

8.5 x 25.5 cm.

218-222

2876

This document is the oath of a villager of the Memphite Nome upon entering the liturgical office of guarding the territory along the Nile. The official title of the post is not given, but was probably a form of παραφυλακή.¹ The length of service is not specified, but it may be assumed to be the term of a year normal for the παραφυλακή. The strategos to whom the document is addressed, Calpurnius Isidoros alias Harpo-

1. See Lewis, *Inventory of Compulsory Services, Amer. Stud. Pap.* 3, 1968, s.v. παραφυλακή, and "Untitled Liturgies," document 2.

kraton, was previously unknown (cf. note to line 3), as were one and perhaps both of the villages in question, one of the personal names, and probably the home village of the guard (cf. notes to lines 5, 11, 12, and 24). The oath as a whole, nonetheless, presents no particular difficulties of interpretation, falling into a well-known genre. The parallels, none close throughout, are collected and discussed by Erwin Seidl in *Der Eid I*, *Münch. Beitr.* 18, 1935, pp. 79ff. The finding of the papyrus in Oxyrhynchus suggests that Calpurnius Isidoros may have been a resident of Oxyrhynchus who served a term as strategos of the Memphite Nome and who brought home this document among his papers at the end of his term.

The papyrus is in fair condition, with many small holes. The ink is faint in some sections, particularly at the very beginning. The hand is a difficult cursive. It is uncertain whether the slight traces of ink at the very bottom of the piece were part of a continuation; they may have provided a date, but they are too exiguous to read. The name of the emperor, evidently Elagabalus (see note on line 14) is given in the text, but there is no date extant.

	Καλπουρνίῳ σιδῶρω
	τῷ [κ]αὶ Ἀρποκρατίῳ
	στρατ(ηγῶ) Μεμφίτου
	Διογένης Ἰμο[ύ]θου μητροῦς
5	Ἡραίδος ἀπὸ κώμης Ψοαφρῆ
	τοῦ αὐτοῦ νομ[ο]ῦ, ἀναδοθεὶς
	ἅμ' ἄλλοις ὑπὸ τ[ο]ῦ τῆς
	κώμης κωμ[ο]γραμματέως
	εἰς τὸ παραφυλάξαι ἐν ἀλιάδι
10	ἐν τῷ μεγάλῳ ποταμῷ
	ἀπὸ ὄρμου κώμης] . . ἄγε-
	φρῆ μέχρι Συκαμείνου,
	ὁμνύω τὴν τ[ο]ῦ κυρ[ί]ου
	Αὐτοκράτορος Μάρκου
15	Αὐρηλίῳ Ἀντων[ί]νου
	Εὐσεβοῦς Σεβαστ[ο]ῦ
	τύχην παραφυλάξειν
	νυκτός τε καὶ ἡμέρας
	ἐν τοῖς] προκειμένοις

20 ὁρίοι[ς] ἀδιαλείπτως
καὶ ἀμέμπτως, ἢ ἔνοχος
εἶην τῷ ὄρκῳ. παρέσχον
δὲ ἑμαυτοῦ ἐγγυητὰς
Βαυθλᾶν Ἀπειτώτος
25 μητρὸς Ἀπλωναρίου
καὶ Νεμεσίωνα Ἰμούθο[υ]
μητρὸς Ἡραίδος, ἀμφοτέρους
ἀπὸ τῆς αὐτῆς [κώμης παρόντας
καὶ εὐδοκοῦν[τας]

30 — — — —

To Calpurnius Isidoros also called Harpokration, strategos of the Memphite Nome: I, Diogenes son of Imouthes and Herais, from the village of Psoaphre of the same nome, having been nominated among others by the komogrammateus of the village for standing guard in a boat in the great river, from the harbor of the village of ..achephre to Sykameinos, swear by the fortune of the lord the Emperor Marcus Aurelius Antoninus Pius Augustus to stand guard by night and by day in the said areas, without absence or fault, or may I be liable to the consequences of the oath. I have furnished as sureties for myself Bauthlas the son of Apeitos and Aplonarion, and Nemesion the son of Imouthes and Herais, both from the same village, being present and giving their assent.

1. There are no strategoi known for the Memphite Nome between 175, when an Apollonios is known, and 270/5, when an Aurelius Besarion is attested. There are two other undatable third-century *stratēgoi* listed, Aurelius Agathos also called Salo... and Aurelius Heraklammon. (H. Henne, *Liste des Stratēges*, p. 22; cf. Mussies, *P. Lugd. Bat.* 14, 1965, p. 24). Calpurnius Isidoros is not elsewhere mentioned.

5. Psoaphre is mentioned only in *PSI* 675, a third-century B.C. document from the Zenon papers. Since the archive is concerned with the Fayum, it is not likely to refer to the same village as the present document. There is also a Psouphre or Psophre in *P. Lond.* 99.50 (vol. I, p. 158), as corrected in *BL* I, p. 277, a document which mentions at least one other village whose name is found in the Memphite Nome (*BL* I, p. 226, n. 7).

9. ὀλιόδι: Found elsewhere in *P. Oxy.* 2675.9 and *P. Beatty Panop.* Col. I.60, 252, meaning a cutter used for the postal service; also (mentioned as unpublished in notes to *P. Beatty. Panop.* I.252), *P. Lond.* 1159 IV, head of column (*P. Lond.* III, pp. 112-114). In general, it means a small fishing-type vessel, here used for a patrol boat.

11. The first two letters of the village name are not sufficiently preserved to allow conjecturing the name.

12. Sykameinos is not otherwise attested in this nome. There was a Sykameinos in Nubia (*CIG* 5110) and one mentioned in *P. Lips.* 97 from Hermonthis. The name ("having fig trees") is likely to have been common.

14. The emperor mentioned is almost certainly Elagabalus. The formula of the imperial title given here is not found elsewhere, but with the addition of εὐτυχοῦς after εὐσεβοῦς it matches the normal form for him. The omission has no visible significance. See Bureth, *Les Titulatures Impériales*, pp. 106-107.

24. Ἀπειτῶς is not listed in *NB* nor in Foraboschi's *Onomasticum Alterum Papyrologicum*, but it seems a reasonable formation from Ἀπεις.

28. Restored after *P. Oxy.* 972.

3. A LEASE OF LAND

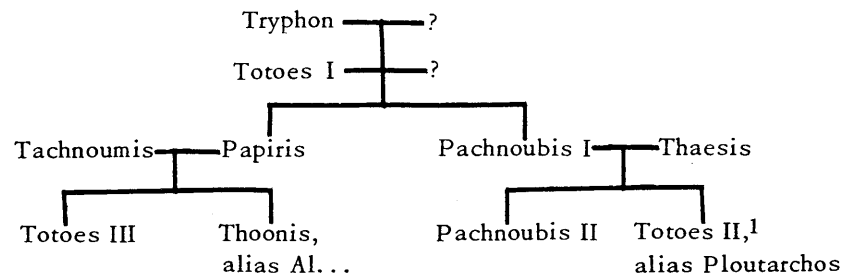
P. Oxy. Inv. [29] 4B/42 H(4)
2874

12.5 x 39 cm.

16 October 108

This long and detailed contract is preserved in its entirety but with minor holes, primarily along the left margin and where the papyrus was folded in antiquity. There is little unusual in it aside from some phraseology which is discussed in the notes. A general study of the lease form may be found in J. Hermann, *Studien zur Bodenpacht* (*Münch. Beitr.* 41, 1956).

The most interesting feature of this lease is that it apparently involves members of a family also known from *P. Oxy.* 2351, a lease from 112 A.D. The lessor is different, but the land is obviously located near that of *P. Oxy.* 2351, since both are in the same *kleros* near the village of Tanaiis. The lessees of *P. Oxy.* 2351 are, it seems, the two sons and nephew of the lessee of our document. I have reconstructed a family tree, as follows:



1. I am identifying the Ploutarchos of this document with Totoes alias Ploutarchos in *P. Oxy.* 2351.

- ἐμίσθωσεν Στράτων Ἡλιοδώρου τῶν
 ἀπ' Ὀξυρύγχων πόλεως Παχνοῦβι Τοτοέ-
 ως τοῦ Τρύφωνος τῶν ἀπὸ κώμης Ταναίεως
 Πέρση τῆς ἐπιγονῆς εἰς ἔτη τέσσαρα βροχᾶς
 5 τέσσαρα[ς] ἀπὸ τοῦ ἐνεστῶτος δωδεκάτου
 ἔτους Αὐτοκράτορος Καίσαρος Νέρουα
 Τραιανοῦ Σεβαστοῦ Γερμανικοῦ Δακικοῦ
 τὰς ὑπαρχούσας αὐτῷ [π]ερὶ τὴν [α]ύ-
 τὴν Ταναΐν ἐκ τοῦ Νικαίου[υ] κλήρου ἀρο[ύ]ρας
 10 εἰκ[ό]σι τέσσαρας, ὥστε σπεῖραι κα-
 τ' ἔτος τὸ μὲν ἡμισυ πυρῶι τὸ τ' ἔτε-
 ρον ἡμισυ ξυλαμῆσαι ἀράκωι χόρτωι,
 ἐκφορίῳ κατ' ἔτος ἀποτάκτου τοῦ μὲν
 ἐνεστῶτος ἔτους πυροῦ ἀρταβῶν
 15 ἑκατὸν τριάκοντα ἐννέα, τῶν δ' ἄλ-
 λων ἐτῶν τριῶν κατ' ἔτος ἀποτάκτου
 πυροῦ ἀρταβῶν ἑκατὸν τριάκοντα
 τεσσάρων, καὶ 'κα'τ' ἔτος τοῦ ἐκβησομένου
 ἀχύρου τὸ ἡμισυ, ἀκίνδυνα πάντα κατ' ἔτος
 20 πρ[ο]ς τὸν κινδύν[ο]ν, τῶν ὑπὲρ τῆς γῆς κατ' ἔτος
 δημοσίων ὄντων πρὸς τὸν Στράτωνα δὲ καὶ
 κυριεύειν τῶν κατ' ἔτος καρπῶν ἕως
 τοῦ κατ' ἔτος ἀποτάκτου κομίσσεται.
 τῆς δὲ μισθώσεως βεβαιουμένης ἀποδό-
 25 τωι ὁ μεμισθωμένος τῷ μεμισθωκότι
 τὸ κατ' ἔτος ἀποτάκτον ἀεὶ ἐν Παῦνι μηνί
 ἐφ' ἄλλῳ Τ[αναί]ε[ως] πυρ[ό]ν [ν]έον καθαρὸν ἄδολον ἄκριθον
 κεκοσκιγευμένον ὡς εἰς δημόσιον, μετρούμενον
 μέτρῳ τετάρτῳ παραλημπτικῷ αὐτοῦ Στράτωνος,
 30 γεινομένης τῆς μετρησέως ὕφ' οὗ ἂν αἴρηται Στράτων
 ἐπάναγκον παραδώσει ὁ μεμισθωμένος τὸ ἔδαφος
 τεθρυοκοπήμενον καὶ τὸ ἡμισυ μέρος ἀπὸ ἀναπαύματος
 ἀράκῳ χ[ό]ρ[τ]ῳ ἀπὸ κοπῆς. ἐὰν δέ τις ἄβροχος γένηται, πα-
 ραδεχθήσεται τῷ μεμισθωμένῳ πρὸς ἀνάλογον τοῦ
 35 ἀποτάκτου. καὶ ἡ πρᾶξις ἔστω Στράτωνι ἐκ τε τοῦ μεμισθ[ω]-
 μέν[ο]υ καὶ ἐκ τῶν ὑπαρχόντων αὐτῷ πάντων καθάπερ ἐκ<δίκης>.
 κυρία ἡ μίσθωσις. ἔτους δωδεκάτου Αὐτοκράτορος Καίσαρος
 Νέρουα Τραιανοῦ Σεβαστοῦ Γερμανικοῦ Δακικοῦ, Φαῶφι ιε.
 Παχνοῦβις Τοτοέως τοῦ Τρύφωνος μεμίσθωμαι

- 40 τὰς] εἰκόσι τέσσαρας ἀρούρας ἐπὶ τὰ τέσσαρα
 ἔτ]η ἐκφορίου κατ' ἔτ[ο]ς ἀποτάκτου τοῦ μὲν
 ἐνε]στῶτος ἔτους πυροῦ ἀρταβῶν ἑκατὸν
 τρ[ι]άκοντα ἐνν[έ]α, τῶν δ' [ἄλ]λων ἑτῶν
 45 τριῶν κατ' ἔτος π[υ]ροῦ ἀρταβῶν ἑκατ[ὸ]ν
 τριάκοντα τεσσάρων, καὶ τοῦ ἐγβησομένου
 κατ' ἔτος ἀχύρου τὸ ἥμισυ, καὶ ἀποδώσω
 πάντα κατ' ἔτος καὶ [π]οιήσομαι τὴν κατ' ἔ-
 τος θρυοκοπίαν, καὶ παραδώσω τῷ ἐσχάτῳ
 ἐνιαυτῷ τὸ ἥμισυ μέρος τῶν προκειμέ-
 50 νων ἀρουρῶν ἀπὸ ἀναπαύματος κοπῆς
 ἀράκου καὶ χόρτω. καὶ παραδώσω τεθρυο-
 κοπημένας ταῖς ἰδίαις μου δαπάναις. καὶ
 ἀποδώσω καὶ ἕκαστα ποιήσω ὡς πρόκειται.
 Πλούταρχος Παχνοῦβις ἔγραψα ὑπὲρ τοῦ πα-
 55 πρὸς μου μὴ εἰδότος γράμματα. ἔτους
 ἑνδεκάτου Αὐτοκράτορος Καίσαρος Νέρουα
 Τραιανοῦ Σεβαστοῦ Γερ[μα]νικοῦ Δακικοῦ,
 Φαῶφι ιε.

24/25 ἀποδότωι: *l.* ἀποδότω -54 Παχνοῦβις *l.* Παχνούβιος

Straton the son of Heliodoros, of those from the city of Oxyrhynchus, has leased to Pachnoubis the son of Totoes, grandson of Tryphon, of those from the village of Tanaiis, a Persian of the Epigone, for four years and four innundations from the present twelfth year of the emperor Caesar Nerva Trajan Augustus Germanicus Dacicus, twenty-four arouras belonging to him around the same Tanaiis, from the lot of Nikaios;

To sow annually half with wheat and to plant the other half with a crop of wild chickling, for an annual rent from the produce, from the first year of one hundred thirty-nine artabas of wheat, and of rent from the other three years annually of one hundred thirty-four artabas of wheat, and annually half of the chaff produced, all these being safe from all risk annually, the annual taxes on the land being the charge of Straton, who shall have control over the annual crops until the annual rent has been collected.

The lease being guaranteed, the lessee shall pay to the lessor the annual rent always in the month of Payni on the threshing floor of Ta-

naiis, new wheat, clean, unadulterated, and free of straw, sifted as if to the state, measured by the fourth measure used for calculating the payments of the same Straton, the measuring being done by whomever Straton may choose.

The lessee shall be required to return the land with the reeds cut down and the half part which has been fallow with a crop of wild chickling clean from the cutting. If any part becomes unwatered, a proportionate allowance toward the rent shall be made to the lessee. The right of execution shall belong to Straton from the lessee and all that belongs to him, as in accordance with a legal decision.

The lease is valid. Twelfth year of the Emperor Caesar Nerva Trajan Augustus Germanicus Dacicus, Phaophi 15.

I, Pachnoubis son of Totoes, grandson of Tryphon, have leased the twenty-four arouras for four years for an annual rent from the produce of one hundred thirty-nine artabas for the present year and one hundred thirty-four artabas annually for the other three years, and half of the chaff produced annually; and I will make all payments annually and carry out the yearly reed-cutting, and in the last year I will return the half part of the said arouras from the land fallow in a crop of wild chickling cleaned from the cutting. And I will return the arouras with the reeds cut at my own expense. And I will make payments and carry out each provision as it is specified.

I, Ploutarchos son of Pachnoubis, wrote on behalf of my father, who is illiterate.

Eleventh year of the Emperor Caesar Nerva Trajan Augustus Germanicus Dacicus, Phaophi 15.

2. Παχνοῦβι: The palaeography allows a reading of either Παχνοῦβις or Παχνοῦμις as the name in lines 2 and 54, but line 39 can only be a β. This reading called into question the reading of the name as Παχνοῦμις in *P. Oxy.* 2351, which apparently deals with the same family. P.J. Parsons has examined the original of *P. Oxy.* 2351 and kindly informed me that a reading of Παχνοῦβις is equally possible and even preferable in the places where it occurs in that document. The reading of line 39 should be accepted as decisive for both documents, therefore.

3. Only here and in *P. Oxy.* 2351 is this village name spelled in this way; elsewhere it is Τανάτις (genitive Τανάεως).

4. On the Ptolemaic background of this term, generally accepted to mean in Roman times a debtor, lessee, etc., subjecting himself to extra-judicial enforcement, see J.F. Oates, "The Status Designation: ΠΕΡΣΗΣ ΤΗΣ ΕΠΙΓΟΝΗΣ," *Yale Class. Stud.* 18, 1963, pp. 1-129.

8. *Iota* adscript used properly here, and also in lines 11, 12 (twice), 25; incorrectly in 25 (q.v.). The scribe evidently began with some pretensions but did not sustain them throughout.

9. Τανάιν: It appears that the scribe put in the second *iota* as an afterthought; the reading does not look like two *iotas*, but on analysis of the strokes can hardly be anything else. The spelling conforms to that of *P. Oxy.* 2351 (v. note on line 3 *supra*).

15. The rent comes to something over 11 artabas per year per aroura sown in wheat, an unusually high rent for the period. *P. Oxy.* 2351, in the same area four years later, has a rent only slightly lower (over 10 artabas/year/aroura in wheat), and A.C. Johnson, *Roman Egypt*, p. 81, gives 6.75 as the average figure for this half-century.

24/25. ἀποδότω: For this addition of a superfluous *iota* adscript, see Mayser, *Grammatik* i, pp. 134-137, and cf. *P. Teb.* 106.26.

26/7. The papyrus was folded along these lines, and much is obliterated by the consequent damage. The traces remaining are compatible with, but scarcely require, the text given, which is, however, virtually certain to be correct because of its formulaic nature.

32/3. The phrase ἀπὸ ἀναπαύματος is the equivalent of ἀναπεπαυμένον, and simply means "fallow." For examples of this usage, see *P. Würz.* 14.18, *P. Bour.* 17.14, *P. Cair. Isidor.* 99.24 (with note), and *P. Cair. Isidor.* 100.18. For χόρτῳ after ἀναπεπαυμένον see *P. Mich.* 184.20. The phrase is to be understood as if it read . . . καὶ τὸ ἥμισυ μέρος ἀναπεπαυμένον ἀράκῳ χόρτῳ καθαρὸν ἀπὸ κοπῆς, "and the half fallow in chickling clean from the cutting."

34. πρὸς ἀνάλογον: For a close parallel, see *P. Oxy.* 2676.42/3. A similar but more distant (κατὰ ἀνάλογον τοῦ φόρου) phrase is found in *P. Amb.* 86.14. The meaning in all cases is a proportionate reduction in rent.

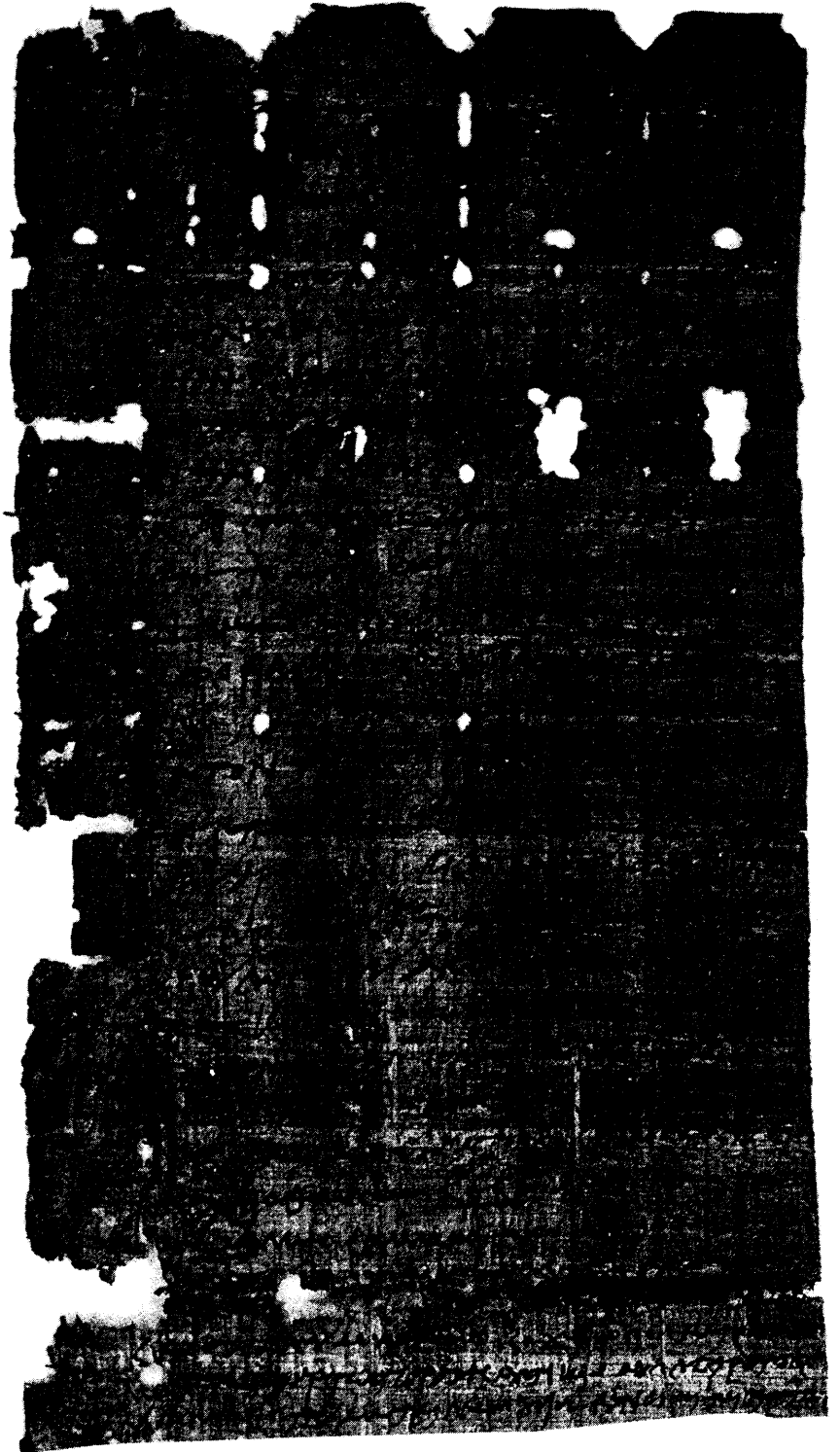
36. The word δίκης is simply omitted; perhaps the scribe rested after the line and forgot the word when he began the next. H.J. Wolff has recently re-examined the meaning and origins of this phrase in "Some Reflections on *Praxis*," to appear in the forthcoming *Acts of the Twelfth International Congress of Papyrology* (in *American Studies in Papyrology*). He concludes that the phrase never "served the purpose of obviating a judicial action otherwise necessary."

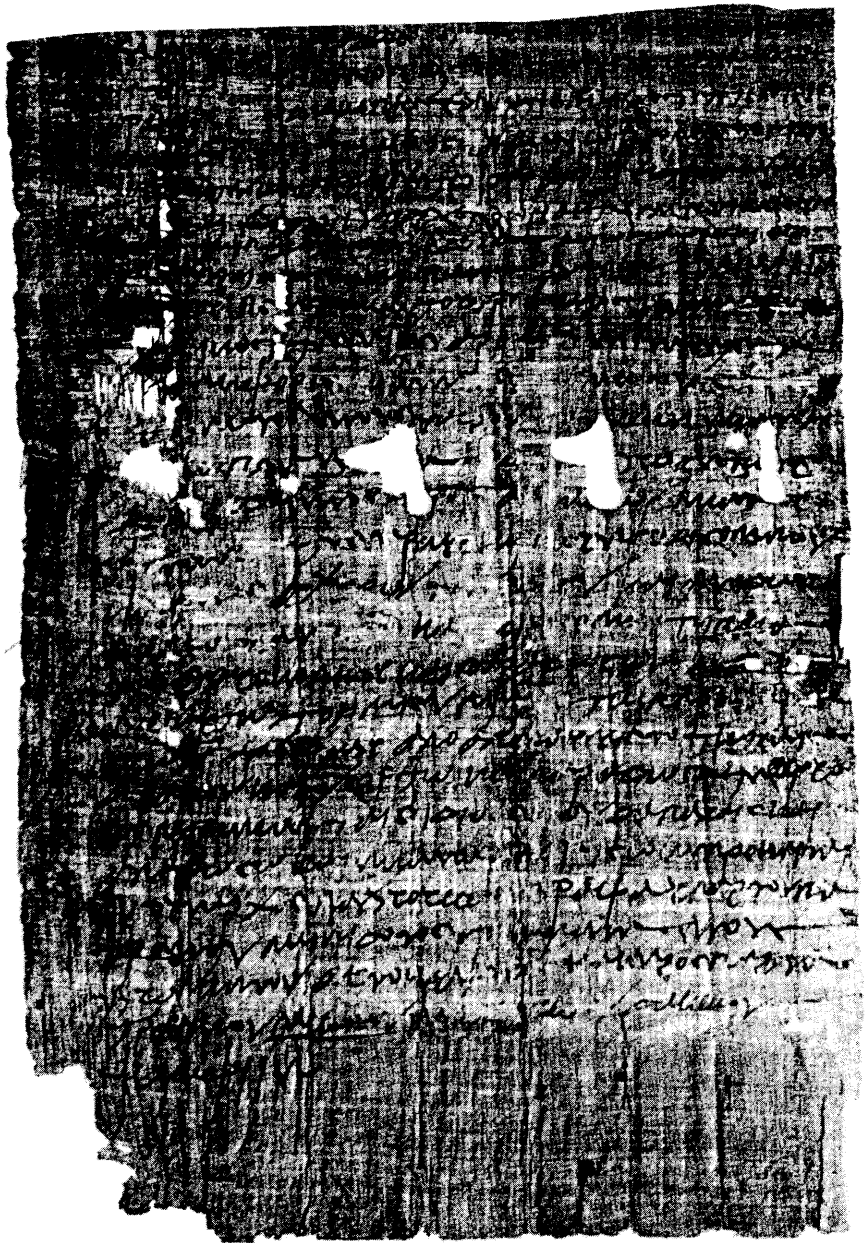
37. δωδεκάτου: There are not enough strokes after δωδε to make up the rest of the word, but it is clearly what is intended by the scrawl.

38. There is an oblique line in the margin just below the left end of the line, marking the end of the main part of the text.

51. The construction is the equivalent of that found in lines 32/3, but has been badly muddled and somewhat shortened by the inversion of ἀπὸ κοπῆς and ἀράκῳ χόρτῳ, the omission of ἀπὸ, the addition of a καὶ between ἀράκου and χόρτῳ, and a mistake in the case of ἄρακος. But the intended meaning is surely the same.

56. ἐνδεκάτου: Presumably a scribal error for δωδεκάτου (as in lines 5 and 37).





Lease of Land
P. Oxy. Inv. [29] 4B/42 H(4)