8.–10. Three Hermopolite Leases from the Vienna Collection[1]

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All three of these leases offer formulas amply paralleled in the published Hermopolite leases of the fifth and sixth centuries and could, indeed, have been assigned to a Hermopolite provenance even had there been no direct evidence of one. The leases from the Berlin collection published by H. Zilliacus in Commentationes humanarum litterarum 14.3 (1947) and reprinted as SB VI 9085, from the second half of the sixth century, are particularly similar, and BGU XVII has a number of good parallels to individual features. The Strasbourg and Vienna collections also contain concentrations of similar leases.

Two of these leases are broken at the top, taking the opening clauses of the contracts. Their bottoms, however, are complete, giving us information about the form of the conclusions of the contracts that is often lacking. The third lease is complete at top and bottom, as well as at right, but has lost the majority of its width at left.

Despite similarities, both generic and local, there are some significant differences among the three documents published here. In G. 40257, there is no signature by a notary, even though the lease appears to have been professionally drawn up and to have the other usual signatures (the hypographeus of the lessees and two witnesses). In this respect it resembles SB VI 9085 inv. 16048 (15. ix. 565). In G. 1543, by contrast, we have not only the hypographeus and two witnesses but also an enigmatic —unique, in fact— additional subscription (see note to lines 15–16) and the notary. In G. 13288+, there is no trace of any subscription, witnesses, or notary; in other words, this is either an unexecuted document or a file copy retained by the lessee.

8. Lease of land

P.Vindob. G. 40257 — 17.1 × 15.6 cm — 6th century
Hermopolite nome — Tafel V

Lower part of a sheet of papyrus, with original margins preserved at right and bottom (with a blank of 2.5 cm). Fold marks are observable at 2.7, 5.4, 7.7, 9.8, 11.8, and 13.9 cm from the left margin. The surface is damaged only in the top part of the second and third panels from left. The break at the top is perhaps along a fold about a third of the way from the top of the original sheet. The loss at left appears to represent about 2/5 of the original width of the text; in all likelihood 5 of an original 12 panels are thus missing. The back is blank. There are two small unplaced fragments with a few letters on each.

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1 [- 46 -]. . .[. . .]. . . .[. .]
2 [- 28 - ἄμματα] εἴκοσι ἓξ δίμοιρον ἀπὸ ἀρουρῶν
3 [. . . . . - 15 -].της υ[. . . . .]. . .[. . .] μέρους καὶ τῶν ἄλλων
4 [- 22 -]. . εἰς [συμπλ]ήρωσιν τῶν αὐτῶν ἀρουρῶν
5 [. . . . . διακειμένων ἐν π]εριχώματι Τραισε ὑπὸ τὴν παραφυλακὴν
6 [τῶν ἀπὸ κώμης Ἄρεως (?)] εἰς σπορὰν καὶ κατάθεσιν καρπῶν ὧν ἐὰν
7 [αἱρῶμαι, φόρου τῶν αὐτῶν ἁ]μμάτων εἴκοσι ἓξ δίμοιρον κατ' ἔτος τῷ συμβρόχ᾽ ῳ′

[1] I am indebted to Hermann Harrauer for entrusting these texts to me for publication and for waiting so patiently for me to prepare them. I wish only that a happier occasion prompted their appearance. I thank also a number of friends for helping me to read and make sense of them: James Keenan, Bernhard Palme, Klaas Worp, none of whom, naturally, is responsible for the outcome.

8 [ἑκάστης ἀρούρας ἀρταβ]ῶν δύο ἡμίσους, τῷ δὲ ἀβρόχῳ, τὸ μὴ εἴη, ἀλλότριοι
9 [ἐσόμεθα τῆς μισθώσεως] καὶ τῆς ἀποδώσεως τοῦ αὐτοῦ φόρου, ὅνπερ φόρον
10 [νέον καθαρὸν κεκοσκινευμέ]νον μέτρῳ Ἀθηναίῳ ἀποδώσομεν καὶ μετρή-
11 [σομέν σοι ἐν τῷ Ἐπεὶφ μηνὶ] ἐπὶ ἑκάστου ἔτους ἀνυπερθέτως καθιστανόμενον
12 [αὐτὸν τὸν φόρον εἰς οἶκόν σο]υ ἐν Ἑρμοῦ πόλει ἰδίοις ἡμῶν ζῴοις, παρέξομεν
13 [δὲ κατ' ἔτος πινάκιον μεστὸ]ν διαφόρων βρωμάτων καὶ ψωμίων ζευγῶν
14 [- 22 -]νου. ἡ μίσθωσις κυρία καὶ βεβαία καὶ ἐπερω(τηθέντες) ὡμολ(ογήσαμεν).
15 [(2 H.) NN NN καί NN ἀδ]ελφ(ὸς) οἱ προκ(είμενοι) μεμισθώμεθα ἐξ ἀλληλεγγυῆς ὡς πρ(όκειται).
16 [- 22 -]ρωτου ἀπὸ Ἑρ(μοῦ πόλει) ἀξιωθεὶς ἔγραψα ὑπὲρ αὐτῶν γράμματα μὴ εἰδότων.
17 [(3 H.) - 17 - μαρτυ]ρῶ τῇ μισθώσει ἀκούσας παρὰ τῶν θεμένων. †
18 [(4 H.) - 18 - μαρτ]υρῶ τῇ μισθώσει ἀκούσας παρὰ τῶν θεμένων. †

7 δίμοιρον, ν apparently ex υ 9 ἀποδόσεως 13 ζευγῶν, ων ex η

(lines 2 ff.) „twenty-six and two-thirds [hammata] out of - - arouras . . . making the total of the same arouras ... situated in the basin of Traise under the protection of the inhabitants of the village of Areos, for sowing and planting of whatever crops I choose, at a rent for the same twenty-six and two-thirds hammata annually, in the event of their being inundated, two and a half artabas per aroura, but in the event of non-inundation, may it not happen, we shall be released from the lease and the payment of the said rent; which rent we shall deliver new, clean, sifted, by the Athenian measure, and we shall measure it to you in the month of Epeiph in each year without delay, the said rent being delivered to your house in Hermopolis by our own animals; and we shall furnish also each year a basket full of diverse fodders and of – pairs of loaves . . . The lease is authoritative and secure and having been asked the question we assented.

We, NN and NN his brother, the aforementioned, have leased on mutual surety as aforesaid. I, NN from Hermopolis, wrote for them at their request because they do not know letters.

I, NN, witness to the lease having listened to the parties drawing up the document.

I, NN, witness to the lease having listened to the parties drawing up the document."

The lessees are two brothers (like the two stippourgoi who submitted BGU XVII 2685), acting as sureties for each other. The lessor's name is lost at the top. Although the places where the lessor is later referred to in the body of the lease are lost or damaged, the most plausible restorations of lines 11–12 suggest an individual (or conceivably multiple individuals) rather than an institution. The surface area is described as $26^2/_3$ hammata, or $^5/_{12}$ aroura (line 7 preserves the critical information), but the rent is given on a per aroura basis. From its relatively low amount ($2^1/_2$artabas per aroura) one may surmise that the land was not of very high quality. That impression is strengthened by the fact that the lessees are protected against a lack of inundation, in which case they are to be released entirely from the lease rather than only having a reduced amount of rent.

2. For the restoration of ἄμματα here see line 7n.

3. One should have here a formula referring to a portion of the property, such as ὑπὲρ τοῦ ὑπερλοίπου τρίτου μέρους, but it is clear that there is not room enough for anything this long. One might read ὑπ[ὲρ ὑπερ]λοί[που] μέρους, but that is not a normal phrasing. The other obvious shortening, ὑπὲρ τρίτου μέρους, is too short. See, e. g., P.Stras. 483. 9–15 for the phrasing.

4. The expression εἰς συμπλήρωσιν κτλ. is distinctively Hermopolite. See the discussion by T. Kruse, ZPE 88 (1991) 133–135, note to lines 15–16. (The papyrus published there is reprinted as SB XX 15136.) The phrase is part of a larger formula found in a number of variations when a property being leased is part of a larger, undivided property. One expects something like κατὰ κοινωνίαν τῶν ἄλλων κοινωνῶν ὑπὲρ τῶν ὑπερλοιπῶν ἀρουρῶν εἰς συμπλήρωσιν τῶν αὐτῶν ἀρουρῶν. Kruse cites a number of examples.

5. For the περίχωμα Τραισε see SB XIV 11373. 9–10; BGU XVII 2683; Drew-Bear, *Nome hermopolite* 309. The restoration given here parallels the text of SB 11373 and BGU 2683, in both of which the responsibility of the inhabitants of the village of Areos for surveillance of the perichoma of Traise is specified.

7. The ἄμμα was $^{1}/_{64}$ of an aroura, cf. T.Varie, p. 156. The amount here is thus $^{80}/_{3} \times {}^{1}/_{64}$ aroura, or $^{5}/_{12}$. Why this method of specifying the surface area, rather than using $^{1}/_{2}{}^{1}/_{12}$ aroura, was chosen, is not obvious, but the hamma also occurs in our second text.

7–9. This provision is a distinctively Hermopolite feature. See, for example, P.Stras. 482. 11–13: φόρου τ[ού]του τῷ συμβρόχῳ κατ' ἔτ[ο]ς σιτ[οκρίθου ἀρ]τ[αβ]ῶν δεκατρίων, [τῷ δὲ] ἀβρόχῳ, τὸ μὴ εἴη, παρέξω τ[ὸ τ]ρ[ί]τον τοῦ προκειμένου φό[ρου]. In other texts, the rent in case of abrochia is half instead of third (e. g., P.Stras. 598, SB XIV 12052). No other instance that I know of has a well-preserved instance of the phrasing used here, however. The closest seems to be P.Stras. 476. 7–9, where the editor has restored ἐν συμβρόχῳ καὶ ἀβρό]χῳ κατ' ἔτος σιτοκρίθου κατὰ τὸ ἥμισυ [ἀρταβῶν - 30 -]. . ἢ ἀλλότριος (l. ἀλλότριοι) ἐσόμεθα τῆς ταύτης [. It seems likely that in fact at the start this should be restored ἐν συμβρό]χῳ and at the end of the lacuna, τῷ δὲ ἀβρόχῳ, τὸ μὴ] εἴη, ἀλλότριος (l. ἀλλότριοι) ἐσόμεθα τῆς ταύτης [μισθώσεως κτλ. Here, however, there does not seem room for such a long phrase in the lacuna in line 9. τῆς μισθώσεως fits the lacuna adequately and gives the appropriate sense: the lessee is in case of abrochia given not merely a rent reduction but a release from the entire lease and payment of rent. The colloquial use of τὸ instead of ὅ in the expression τὸ μὴ εἴη is normal in these Hermopolite leases.

8. The space available in the lacuna does not appear to indicate that the text originally included the indication of the commodity in which the rent was to be paid, which was presumably wheat (πυροῦ).

10. On the μέτρον 'Αθηναῖον, see W. Clarysse, *The Athenian Measure at Hermopolis*, ZPE 60 (1985) 232–236.

11–12. For the phrase καθιστανόμενον [αὐτὸν τὸν φόρον εἰς οἶκόν σο]υ ἐν 'Ερμοῦ πόλει, see CPR IX 7. 6n. and P.Oxf. 16. 12–13n. Wegener's correction in the apparatus to nominative (to agree with the lessee rather than the rent, redundantly mentioned again in the phrase) has not been adopted by subsequent editors (cf. also BGU XII 2159. 22), and the participle seems to be passive rather than middle.

12–13. For the extra payments here see K. A. Worp, *Deliveries for συνήθεια in Byzantine Papyri*, in: *Essays and Texts in Honor of J. David Thomas*, ed. T. Gagos and R. S. Bagnall, Oakville, Conn. 2001, 51–68 at 62 (for the πινάκιον full of various fodders) and 60 (for the pairs of loaves of bread, numbers of which range from 15 to 100). Worp lists no instance of a text in which the list of payments begins with the pinakion (his item 7d), but the sequence here (Worp's 7d-1b) appears in P.Laur. I 7.

14. An explanation of]νου is not evident. Various things can stand in this last place before ἡ μίσθωσις κυρία, as this clause is usually given in Hermopolite leases of the period. Commonest is ἀνυπερθέτως (e. g., BGU XII 2159. 15, 2175. 10) or genitives with χωρίς expressing the same idea. One can also find the place of delivery, the mode of transport or clauses requiring delivery in the condition received (ὡς παρείληφα). Most likely in the present context is a continuation of the enumeration of „extras" (see note on lines 12–13), and one might consider ἀχύρου σιτί]νου (Worp's p. 62, 8b, found in three of the four Hermopolite leases printed as SB VI 9085 and in G. 1543 below), but one would expect an amount after this phrase rather than before it. The same is true of a phrase like ἀγγεῖον μέγα α οἴ]νου (suggested by Worp citing his p. 61).

9. Lease of land

P.Vindob. inv. G. 1543 — 16 × 19.4 cm — 6th century
Hermopolite nome — Tafel VI

Lower part of a sheet of papyrus, with original edges preserved on three sides. At left there is a margin < 1 cm; at the bottom, about 1.5 cm. Fold marks are observable at 2.8, 5.8, 9.7, and 13.4 cm from the left margin. The lower left corner is lost, and there is damage along some of the fold lines. The break at the top is presumably along a fold about half of the way from the top of the original sheet, meaning that the upper half of the original text is lost. The back is blank. This text was read in class with Lennart Sundelin, to whom a few important readings are due.

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1 [- ca. 34 -]ο.[. .]

2 [- ca. 24]. .[. . . . .]. ἐν [τῷ Ἐ]πεὶφ μηνὶ

3 ἐ[κά]στου ἔτο[υς] καθαρὸ[ν] νέον κεκοσκινευ-

4 μένον μέτρῳ Ἀθηναίῳ [κ]αὶ ἀποκαταστήσω

5 τοῦτον εἰς οἶκόν σου ἐν τῇ α[ὐ]τῇ πόλει ἰδίοις μου

6 ζῴοις, παρέξω δὲ καὶ χόρτου κολοβοφυτοῦς

7 πρὸς μίαν κοπὴν ἄμματα ὀκτὼ καὶ ἀχύρου σιτίνου

8 σαργάνας δύο. ἡ μίσθωσις κυρία καὶ βεβαία

9 καὶ ἐπερ(ωτηθεὶς) ὡμολ(όγησα). Αὐρ(ήλιος) Πέτρος Παησίου ὁ προκ(είμενος) μεμίσθωμαι

10 ὡς πρόκ(ειται). Αὐρ(ήλιος) Ἀμμώνιος Κολλούθ[ο]υ ἀπὸ Ερ(μοῦ πόλεως) ἀξιωθεὶς

11 ἔγραψα ὑπὲρ [α]ὐτοῦ γράμματα μὴ εἰδότος. ⁜

12 (2 H.) Αὐρ(ήλιος) Πινουτίων Σαραπίωνος ἀπὸ Ἑρ(μοῦ πόλεως) μαρτυρῶ τῇ

13 μισθώσει ἀκούσας παρὰ [τ]οῦ θεμένου. ⁜ (3 H.) Αὐρ(ήλιος) Θεοδόσιος

14 Ταυρίνου ἀπὸ Ἑρ(μοῦ πόλεως) μαρτυρῶ [τ]ῇ μισθώσει ἀκούσας παρὰ

15 [τοῦ θ]εμένου. (4 H.) εἰ δὲ ἁγίασιν με . [. .]. πέμπω τῷ σιγγουλαρίῳ σοῦ ἄλλο

16 [μέρος (?) δ]ούσης τῶν σπορδούλων ἐφ' [ὅσο]ν χρόνον γεωργῶ τῶν (αὐτῶν) σου ἀρουρῶν.

17 (5 H.) ⁜ δι' ἐμ[οῦ] .λο..μου ἐ[γρ]άφη δι' Ἀπολ( ) . . . βοηθ(οῦ) ⁜.

5 ἴδιοις 11 ὕπερ

„... (which rent I shall pay to you) in the month of Epeiph each year, clean, new, sifted, by the Athenian measure, and I shall deliver this to your house in the same city by my own animals; and I shall furnish you in addition eight hammata of short-growing hay for one cutting, and two baskets of wheaten chaff. The lease is authoritative and secure, and on being asked the question I agreed. I, Aurelius Petros son of Paesios, the aforementioned, leased as aforesaid. I, Aurelius Ammonios son of Kollouthos, from Hermopolis, wrote for him at his request because he does not know letters.

I, Aurelius Pinoution son of Sarapion from Hermopolis, witness to the lease, having listened to the party drawing it up.

I, Aurelius Theodosios son of Taurinos from Hermopolis, witness to the lease, having listened to the party drawing it up.

If I send an offering (?) . . . to the singularius, with you providing the other [share?] of the sportula for as much time as I cultivate the same arouras of yours.

Written through me, ..., though Apol( ), assistant."

The lessee is Aur. Petros son of Paesios (line 9). The lessor's name is not preserved, but it is an individual (line 5, σου). Nothing about the extent of the plot or the size of the rent is preserved, except for the statement of the extras in lines 6–8, which include an unusual short-growing hay (see note to line 6). The other major point of interest (and difficulty) is the presence of an unparalleled additional subscription, squeezed in between the second witness and the notary. This brief addition, apparently without any name indicated, would appear to represent an undertaking of the lessee, and if my interpretation of it is correct it suggests a female lessor. See the note to lines 15–16 for detailed discussion.

1–3. The rent will have been specified in these lines, followed by ὅνπερ φόρον μετρήσω σοι or a variant.

3. The order καθαρὸν νέον is the reverse of the usual one; it occurs also in PSI I 34. 15 (Hermopolis, 397).

4. For the Athenian measure, cf. above on **8**, note to line 10.

6–7. χόρτου κολοβοφυτοῦς πρὸς μίαν κοπὴν ἄμματα ὀκτώ: This is the first time this word has occurred fully preserved. Previously the best-preserved example was in BGU XII 2198. 11, where the editor read κολοβοφυοῦ[ς, comparing it to μακροφυής in P.Amh. II 150. 25, and remarking, „Die Bedeutung ist offenbar ‚kurz wachsend'." Other examples, with the end damaged, occur in lines 15 and on the verso of the same papyrus, and in BGU XII 2172. 12. The reading here appears clearly to include a tau. An ending in -φύτου would be unobjectionable, as there are many compounds in -φυτος (though not so many as in -φυής; cf. Kretschmer-Locker 251 vs. 514, 2 columns against about three-quarters of one). But -φυτους is apparently a conflation of the two patterns, not altogether surprising given the occurrence of pairs like σύμφυτος/συμφυής. It is hard to say to which form we should correct it. Unfortunately, the passage immediately following in BGU 2198 is fragmentary. Where the next line resumes, the editor read]μένων μο ἴων .[, on which he commented, „Hier war offenbar die Menge des zu liefernden Heus angegeben, vielleicht in Lasttier-Ladungen." Following that hint, J. D. Thomas suggested reading βοιων (l. βοείων) κ[τήνων (BL 8. 54; read κτηνῶν). I wonder if it is not instead μοίων (l. μωίων), using the measure for chaff, μώιον, found in a number of other texts; see my discussion in P.Kell. IV (KAB), pp. 49–50. It is true that the first letter could be a beta, to judge from the plate, but mu, as Maehler read, also seems possible, and the reading would fit the context well. In the Berlin papyrus, however, the hay is specified to be dry, whereas here it is the green fodder to be cut that is meant, the quantity being specified by the area in hammata. Cf. the note to line 7.

7. The hamma was $^1/_{64}$ of an aroura (see T.Varie, p. 156, for references). Eight hammata are thus $^1/_8$ of an aroura. I have not found a parallel for the phrase εἰς μίαν κοπήν in this context. Specification of „extras" in leases generally involves measures of capacity, not of area; see Worp (cited above) 62–63. He cites on p. 63 a payment of hay and chaff in μούειαι (cf. note to line 6 above). Two baskets of wheaten chaff are also the amount specified in SB VI 9085, inv. 16048 and perhaps P.Lond. V 1770. 20 (with BL 3. 99), cf. Worp, p. 62.

10. A Fl. Ammonios son of Kollouthos appears as lessee in P.Berl. Möller 3, a lease of living quarters in Hermopolis dated to 540. There he describes himself as being from Hermopolis and an ex-soldier. Neither name, of course, is rare, and a change in status between the documents would be required, but it is worth remarking that he does sign for himself.

12. A homonym appears in CPR V 26. 418, 428; once again, however, both names are very common and CPR V 26 is probably earlier by decades (cf. BL 9. 65).

13–14. I have not identified Theodosios son of Taurinos elsewhere. The name Taurinos is not sufficiently rare to identify him with any confidence as a member of the family of the Taurinos archive, on which see most recently BGU XVII, pp. xxxv–xxxvi.

15–16. The 4th hand is an awkward, semi-detached hand unlike any of the others represented here. The subscription written by this hand seems to have been squeezed in after the notary had added his subscription below the witnesses, into the space left blank by the notary. It is certainly not that of a witness. There is no fixed number of witnesses required; the fact that many Hermopolite leases of the period have three witnesses therefore does not compel us to look for a third here; see J. Herrmann, *Studien zur Bodenpacht im Recht der graeco-aegyptischen Papyri* (MB 41), München 1958, 52–53, who records a range of one to four witnesses. Equally, however, we do not expect the lessor's subscription; as Herrmann remarks (42), „Urkunden, die gleichzeitig Unterschriften der beiden Vertragsteile tragen, haben sich auch für die byzantinische Zeit nicht gefunden." In fact, lessor's subscriptions still appear occasionally in the fourth century, but I have found only one later example of μεμίσθωκα, in P.Rain. Cent. 101 (AD 457). Even for an earlier period, the presence of subscriptions of the non-obligated party to a contract is particularly an Arsinoite phenomenon; cf. the remarks of D. Hagedorn, *Noch einmal: Who got the Contract?*, ZPE 123 (1998) 177–180 at 179.

The writer of the subscription apparently gives no name to himself, but his statement undertaking to make a payment to a singularius, not otherwise identified, is hard to assign to anyone except the cultivator —a nd thus, we would imagine, the lessee Petros, although this cannot be confirmed and would appear to run counter to the claim made earlier by the hypographeus that the lessee is illiterate. The „you" of this statement appears inescapably to be the lessor as the addressee of the document, and the feminine participle in 16, if I have understood this correctly, would point to a female lessor. The lessor, if this is correct, is responsible for half of the sportula, evidently to be paid to the singularius (who is not named and whose role cannot be determined from what survives).

Two terms appear here if the readings offered are correct. Of these the second, τῶν σπορδούλων, is well attested; σπόρτουλον (spelled almost as often with a delta, as here, as with tau), borrowed from the Latin *sportula* (Daris, *Lessico latino*^{2}, s. v.), was the normal term for fees paid to imperial officials. Once strictly

illegal, the sportulae had come to be customary by this period (see A. H. M. Jones, *Later Roman Empire* 602–605). A singularius, relatively low in the bureaucratic hierarchy and comparatively poorly paid (see Jones, 565, 590–591), would no doubt have depended heavily on these sportulae. It is most likely that the singularius mentioned here was on the staff of the praeses and involved in land taxation. For bibliography see CPR XIV 39. 13–17n. and P.Oxy. LVIII 3932. 3n. („minor civil servants of the militia officialis"); cf. also B. Palme, AnTard 7 (1999) 111 for their situation amid other subalterns.

If we are to assume that the subscription may be construed normally, is is hard to avoid the view taken here that σου forms a genitive absolute with a participle ending in ουσης, which on grounds of space I have restored as δ]ούσης. Some noun to accompany ἄλλο is also required, and μέρος seems the shortest plausible candidate, although ἥμισυ is also conceivable (even if in either case one would prefer to have τό before ἄλλο). On these assumptions, „with you providing the other [share?] of the sportulae for as much time as I cultivate the same arouras of yours" seems like a reasonable rendering. Of course γεωργῶ should govern an accusative; whether the writer had in mind attraction into the case of a relative (ὧν γεωργῶ σου ἀρουρῶν) or had in mind a genitive depending on the noun γεωργός is not evident.

The preceding part of the subscription has not yielded even to this extent. It seems to begin with a conditional clause, and there hardly seems space to resolve the „if" except with the genitive absolute. If the reading πέμπω is correct, this would likely be the verb with εἰ, leaving us to expect an object. The loss of a couple of letters and difficulty of reading a few more make it hard to be sure, but αγιασιν, if the reading is correct, looks like an accusative noun that could be the object of πέμπω. I have found ἁγίασις only in Demetrakos's Lexikon, defined as ἡ ἑορτὴ τῶν Θεοφανείων. Epiphany or the Baptism of Christ do not seem likely references in a lease. Demetrakos also, s. v. ἁγιασμός (2) refers to ἡ δι' εὐχῶν τοῦ ἱερέως ἁγίασις τοῦ ὕδατος, suggesting that ἁγίασις can serve as a synonym for ἁγιασμός. If so, it could conceivably have here a meaning of „offering."

17 The signature is not clearly identifiable with any of those illustrated in J. M. Diethart and K. A. Worp, *Notarsunterschriften im Byzantinischen Ägypten* (MPER NS 16), Wien 1986, but this could be another agent of Eulogios (5. 14, 5. 15). I do not believe it is possible to read κ(ύρι)ε βοήθ(ει) here (cf. J. M. Diethart, ZPE 49 [1982] 79–82).

10. Lease of Land

P.Vindob. inv. G. 13288 + 14330 + 14411 + 20666 — 13 × 29.5 cm — A.D. 555 — Tafel VII

Right-hand part of a sheet of papyrus, with original edges preserved on three sides. At right there is a variable margin < 1 cm; at the bottom, about 8 cm. Fold marks are observable at 4.3 and 8.1 cm from the left margin. The lower right corner is lost, and there is minor damage along the fold lines. The surviving part of the text amounts on average to 12–13 letters per vertical panel; at that rate, four panels at left will have been necessary to accommodate the restorations offered here, suggesting that one panel at left was occupied by the original left margin. In all, the document will then have been folded into eight panels.The back is blank.

1 [† βασιλείας τοῦ θειοτάτου ἡμῶν δεσπότου Φλαουίου Ἰουστι]ν̣ι̣α̣[ν]ο̣ῦ τοῦ αἰωνίου Αὐγούστου αὐτοκράτορος ἔτου̣ς
2 [εἰκοστοῦ καὶ ἑνάτου, μετὰ τὴν ὑπατείαν Φλαουίου Βασιλίου το]ῦ πανευφήμου ἔτους τεσσαρεσκαιδεκάτου
3 [Month, Day τῆς τετάρτης ἰνδικτ]ίονος *vacat*
4 [(?) τοῖς δικαίοις τοῦ (?) ἁγίου μαρτυρίου τοῦ ἁγίου Ἰωάννου ὑπὲρ ἀρ]ο̣υ̣ρ̣ῶ̣ν πέντε τρίτου καὶ τοῦ ἁγίο̣υ μαρτυρίου
5 [τῶν ἁγίων Τριῶν Μαρτύρων τοῦ ἁγίου Σεραπίου ὑπὲρ (?) ἄλλων] ἀρου̣ρ̣[ῶ]ν δύο τῶν διακειμένων ἐπὶ τῆς

6 [πεδιάδος (?) κώμης Θύνεως τοῦ Ἑρμοπολίτου νομοῦ διὰ σοῦ . . . .]υ̣τ̣ο̣ν̣.[.].ου Καλλινίκ(ου) π(αρὰ) Αὐρηλίου . . ιτος

7 [υἱοῦ - - - μητρὸς - - - ἀπὸ κώμης - - - τοῦ αὐτοῦ] ν̣ομο[ῦ] χ(αίρειν)· ὁμολογῶ ἑκουσίως καὶ αὐθαιρέτως

8 [μεμισθῶσθαι παρὰ τῶν αὐτῶν ἁγίων μαρτυρίων ἐπὶ τρ]ι̣ετῆ χρόνον λογιζόμενον ἀπὸ καρπῶν τῶν

9 [νῦν ὄντων ἐν ἀγροῖς τῆς σὺν Θεῷ εὐτυχοῦς εἰσιούσης πέμ]π̣τ̣ης ἰνδ(ικτίονος) καὶ αὐτῆς τὰς διαφερούσας τοῖς αὐτοῖς

10 [ἁγίοις μαρτυρίοις - 30 -]. . ἀρούρας ἑπτὰ τρίτον σπορίμης γῆς ἐν τῷ

11 [γεωργίῳ καλουμένῳ Τβωτη σὺν τῷ - - - μέρει τοῦ ἐκεῖσε λάκ]κου καὶ τούτου τοῦ κυκλευτηρίου καὶ βοοστασίου καὶ

12 [- 22 - καὶ παντὸς δικαίου τοῦ αὐτοῦ γε]ω̣ργίου καλουμένου Τβωτη ἀρουρῶν τριάκοντα

13 [- 45 - ἀδι]αιρέτου κατὰ κοινωνείαν τῶν ἄλλων κοινωνῶν

14 [- 48 -]ος καὶ ἕκαστον εἰς συμπλήρωσιν τοῦ αὐτοῦ

15 [γεωργίου καλουμένου Τβωτη ὑπὸ τὴν παραφυλακὴν τῶν ἀπὸ κώ]μης Θύνεως τοῦ Ἑρμουπολίτου νομοῦ

16 [εἰς σπορὰν καὶ κατάθεσιν καρπῶν ὧν ἐὰν αἱρῶμαι φόρου κατ' ἐνιαυτὸ]ν τῶν πέντε τρίτου ἀρουρῶν τοῦ ἁγίου Ἰωάννο[υ]

17 [- 20 - κατ' ἔτος ἑκάστης ἀρούρης σίτου ἀρτ]αβῶν ἓξ καὶ κριθῶν ἀρταβῶν δύο καὶ λαχανο-

18 [σπέρμου ἀρτάβης ἕκτου (?) τῶν δὲ δύο ἀρουρῶν τῶν ἁγίων Μαρτ]ύρων τοῦ ἁγίου Σεραπίου κατ' ἔτος ἑκάστης ἀρούρης

19 [σίτου ἀρταβῶν - - - καὶ κριθῶν ἀρταβῶν - - -] καὶ λαχανοσπέρμου ἀρτάβης ἕκτου, τῷ μὲν

20 [- 44 - κατὰ] μίμησιν τῶν αὐτῶν τοῦ αὐτοῦ γεωργίου

21 [- 25 - ὅνπερ φόρον νέον καθαρὸν κε]κοσκινευμένον ἀποδώσω καὶ μετρήσω

22 [τοῖς αὐτοῖς ἁγίοις μαρτυρίοις - 22 -]. κατὰ καιρὸν ἐσόμενο̣ν̣ τῷ παραλημπτικῷ

23 [μέτρῳ Ἀθηναίῳ καθιστανόμενον αὐτὸν τὸν φόρον (?) - 9 -]. . ς̣ ἀνυπερθέτως ἐν μηνὶ Ἐ[πεὶ]φ κ̣α̣τ̣' ἔ̣τ̣ο̣ς̣

24 [- 20 - (?) εἰς τὸν τῶν αὐτῶν ἁγίων μαρτυρίων] θ̣η̣σαυρὸν ἐν Ἑρμ[οῦ πόλει ἰδίοις μου ζῴοις]

25 [καὶ ἀναλώμασι ἀνυπερθέτως. ἡ μίσθωσις κυρία καὶ βεβαία καὶ ἐ]περωτηθεὶς ὡ[μολόγησα.]

13 κοινωνίαν 17 ἀρταβῶν, ων perhaps *ex* ας

„In the reign of our most divine master Flavius Justinianus the eternal Augustus and emperor, the twenty-ninth year, (and) after the consulate of Flavius Basilius the all-praiseworthy, the twenty-fourth year, (month and day) of the fourth indiction. To the authorities of the holy martyrion of St. John, for five and a third arouras, and of the holy martyrion of the Holy Three Martyrs of the Holy Serapeum for another two arouras lying in the (?) plain of the village of Thynis of the Hermopolite nome, through you, NN son of Kallinikos, from Aurelius NN son of NN and NN, from the village of - - - of the same nome, greetings. I acknowledge voluntarily and of my own free will that I have leased from the same holy martyria for a period of three years reckoning from the crops that are now in the fields of the D.V. coming fortunate fifth indiction inclusive, the [description of property] belonging to the same holy martyria ... seven and a third arouras of arable land in the farmstead called Tbote, alone with the -th part of the cistern there and its water-wheel and ox-enclosure and - - - and of every right belonging to the same farmstead called Tbote (amounting to) thirty arouras ... undivided in common with the other partners ... and every, making the total of the same farmstead called Tbote, under the guard of those from the village of Thynis

of the Hermopolite nome, for sowing and planting of crops of my choice, for an annual rent for the five and a third arouras of St. John ... annually for each aroura six artabas of wheat and two artabas of barley and (? a sixth) of an artaba of sesame seed, and for the two arouras of the Holy Martyrs of the Holy Serapeum annually for each aroura . . artabas of wheat and . . artabas of barley and a sixth of an artaba of sesame seed [? and for us to make the extra payments] after the pattern of the same [tenants?] of the same farmstead ... which rent I shall deliver and measure out, new, clean, and sifted, to the same holy martyria ... at the appropriate time by the receiver's Athenian measure, ...without delay in the month of Epeiph each year ... to the granary of the same holy martyria in Hermopolis by my own animals and at my expense without delay. The lease is authoritative and guaranteed and being asked the question I agreed."

If the analysis above is accurate and the restorations correct — they are virtually inescapable in lines 1–2 — this lease has lost more than half of its contents at left, amounting to a little less than 50 letters on average. Under these circumstances, the restorations, although I believe giving correctly the sense needed and formulas typically found in Hermopolite leases, cannot claim to give the precise wording in all cases. The lessee is an individual, whose name in line 6 I have not succeeded in reading. The lessors are religious foundations, fragments of the descriptions of which appear in lines 4, 9, 16, and 18. Although it is impossible to be sure of all of the details, these clues show that (1) the foundations are plural, (2) at least one is a μαρτύριον, (3) one belongs to a Saint John, (4) one is that of „the Holy Serapeum" (however astonishing that locution may seem at first glance). As the plural indicates that a single term covers both of them, it should follow that both are martyria. For detailed discussion see the notes to the lines.

The land in question consists of two parcels, probably both located in the same γεώργιον located near the village of Thynis. The level of rent specified for the larger parcel is 5 art. of wheat, 2 art. of barley (equal in value to another artaba of wheat) and probably a small quantity of sesame seed, for a total in excess of 7 art. of wheat per aroura, a relatively high rent.

1–2. Regnal year 29 of Justinian was 555/6; Basilius' 14th postconsular year was on normal reckoning 555. With a Hermopolite provenance, the lease could in principle have been written any time after 1 May 555, but it probably is to be assigned to the last third of the julian year. The regnal formula is Justinian (2) (Bagnall and Worp, *CSBE*^{2} 253), that found in the other Hermopolite documents of the reign; this is the latest Hermopolite example published so far.

4. The restoration is based in part on line 16, where it is clear that the $5^1/_3$ arouras belong to the martyrion of St. John. Because the establishment appears in the genitive, a dative, on which the genitive depends, is needed in the lacuna to provide an addressee. For the δίκαιον of an ecclesiastical establishment, see (e. g.) P.Flor. I 73 = P.Stras. V 471 bis, P.Stras. V 473 and 474.

5. The Serapeum is restored on the basis of line 18; see the note there for the cult of the Three Martyrs.

10–12. This passage is restored on the model of P.Ross.Georg. III 40. 7–8 (588), except that there the γεώργιον called Τβωτε is said to be near Sesiu rather than Thynis. In P.Lond. III 1012 (pp. 265–6), however, from 633, a property of the same name and description is attached to Thynis. Similar phraseology is found in the fragmentary SB XIV 12049. 6–7, also Hermopolite, but there is no indication that the same property is involved.

12. Cf. note to line 20 for the possibility that the other tenants of Tbote were mentioned here. If so, one should probably read lines 11–12 as καὶ | [παντὸς δικαίου κατὰ μίμησιν τῶν ἄλλων γεωργῶν τοῦ αὐτοῦ γε]ωργίου κτλ. But it is possible instead that some other appurtenance of the estate was mentioned in the lacuna.

13–14. The lacunas in these lines should have contained the description of the remainder of the 30 arouras of the georgion of Tbote, but I have been unable to find a sufficient basis for restoration.

15. For Thynis, see Drew-Bear, *Nome hermopolite* 118–121; it was located near the great necropolis of Tuna el-Gebel.

16. A church τοῦ ἁγίου Ἰωάννου Νεοκτίστου is known in Hermopolis; see P.Sorb. II, p. 74, no. 10. Gascou remarks there that it is impossible to determine which St. John was „refounded" or simply the St. John attested in other documents; he suggests the Baptist as the most likely. It is possible that one should, on the basis of the codex published by Gascou, restore Νεοκτίστου at the start of line 17, but this is very uncertain. See A. Papaconstantinou, *Le culte des saints en Égypte,* Paris 2001, 112–119 on the cults of St. John, with

remarks on 118–119 on the difficulty of identifying which saint is meant when no details are given; there were many other saints with this name.

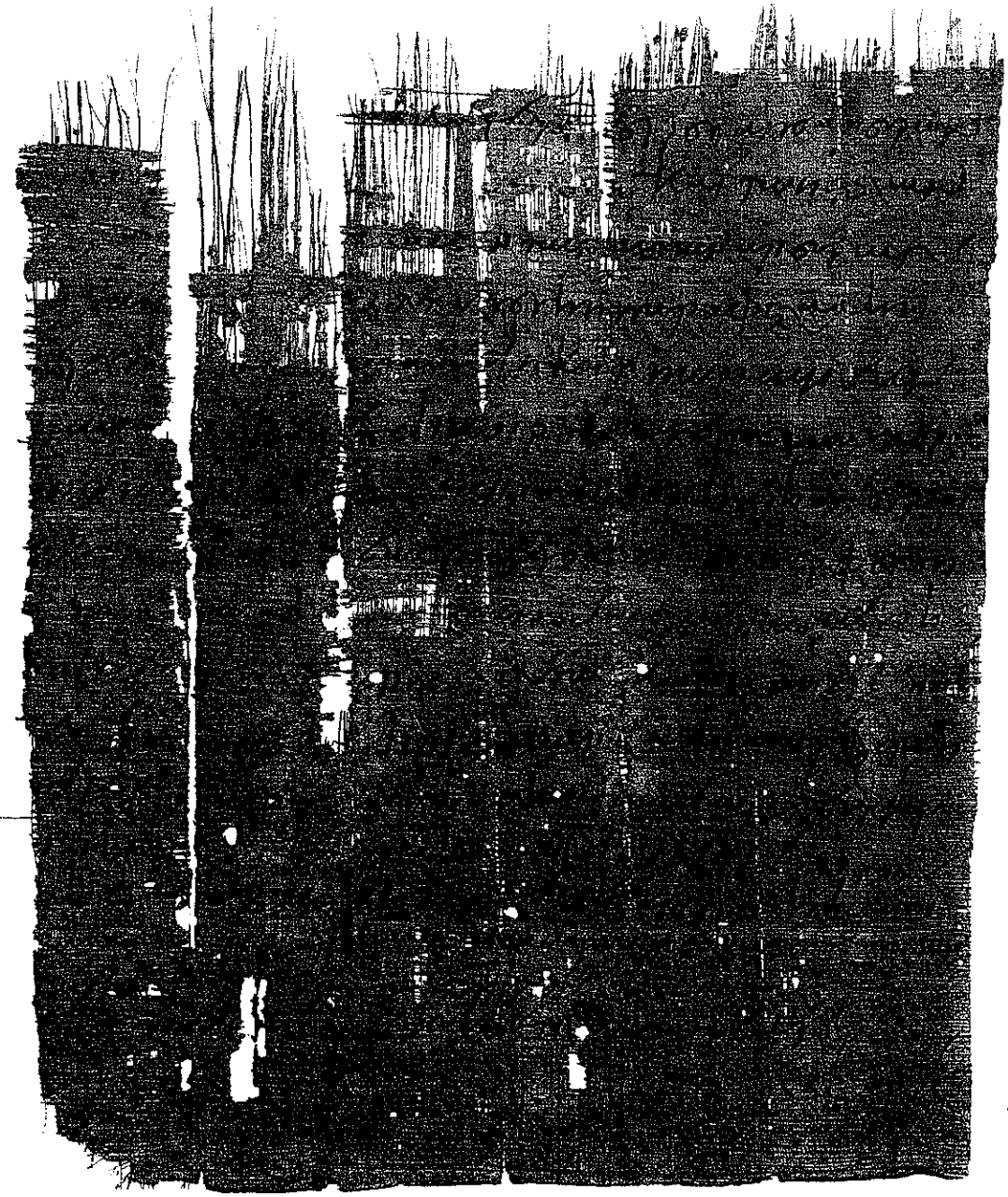
17. For the identification of λαχανόσπερμον, literally „vegetable seed," as sesame, see Bagnall, Cd'É 75 (2000) 133–135.

18. An ecclesiastical establishment τῶν 'Αγί(ων) Τριῶν [Παίδων *vel* Μαρτύρων] τοῦ Σεραπί(ου) is attested in P.Sorb. II 69. 80. 32–33. The cult of the Three Youths saved from the furnace in Babylon is discussed by J. Gascou in Cd'É 59 (1984) 333–337 and in Papaconstantinou, op. cit., 198–202; it is attested at Hermopolis also in P.Lond. Copt. I 1100. Gascou remarks that the reference to a temple of Sarapis „doit être considéré comme une allusion à un temple désaffecté de Sérapis réutilisé par le culte chrétien, soit, moins probablement, comme une forme de Σαραπιήου, lieu-dit de la banlieue ouest d'Hermopolis, proche de Touna el-Gebel." It seems highly likely that the same establishment is meant here, and the reading in line 18 indicates that μάρτυρες rather than παῖδες figured in the title, at least as given here. The repetition of the adjective ἅγιος in reference to the Serapeum itself is startling, but it if anything must confirm Gascou's view that the Serapeum rather than the village of Sarapieon is meant. Similarly, in BGU XVII 2728. 4 a man asks for a donkey for the next day so that he can „go up" (ἀνελθεῖν) to pray in the Sarapion; D. Hagedorn, ZPE 138 (2002) 115–116, remarks that the verb doubtless refers to going up to the metropolis from the countryside, confirming that the Serapeum was in or near Hermopolis itself.

20. Given the absence of an explicit clause dealing with extra payments, it is likely that a clause like that in SB IV 7369. 27 (Hermopolis, 512) appeared: [ἐπ]ὶ τῷ ἡμ̣[ᾶ]ς π[αρέχει]ν ὅλ̣ας τ̣ὰ̣ς [συ]νηθείας κατὰ μ̣ί̣[μη]σιν τοῦ μεγάλου χωρίου. The appearance here of τῶν αὐτῶν may, however, point to something like the phrase of P.Lond. V 1768. 15 (Hermopolis, 6th cent.), κατὰ μίμησιν τῶν ἄλλων ἐνοίκων. In that event, the other tenants should have been mentioned earlier, perhaps in line 12 (see note ad loc.). At the end of line 19 and start of line 20, perhaps something like τῷ μὲν | [πρώτῳ ἔτει ἐπὶ τῷ ἡμᾶς παρέχειν ὅλας τὰς συνηθείας. At the start of line 21, perhaps γεωργῶν, followed by a statement about the other years, which would have to be briefer.

22. The παραλημπτικόν measure is rare in the Hermopolite, the term occurring much more commonly in Oxyrhynchos; see CPR IX 7 citing J. Herrmann, *Bodenpacht* 104 and K. A. Worp, ZPE 29 (1978) 263–64.

24. The singular form of θησαυρόν suggests that the two lessors had a common granary in the city.



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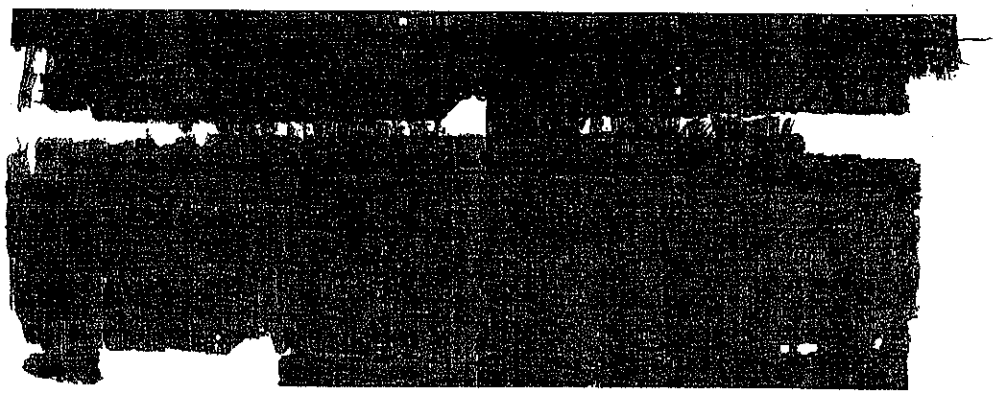

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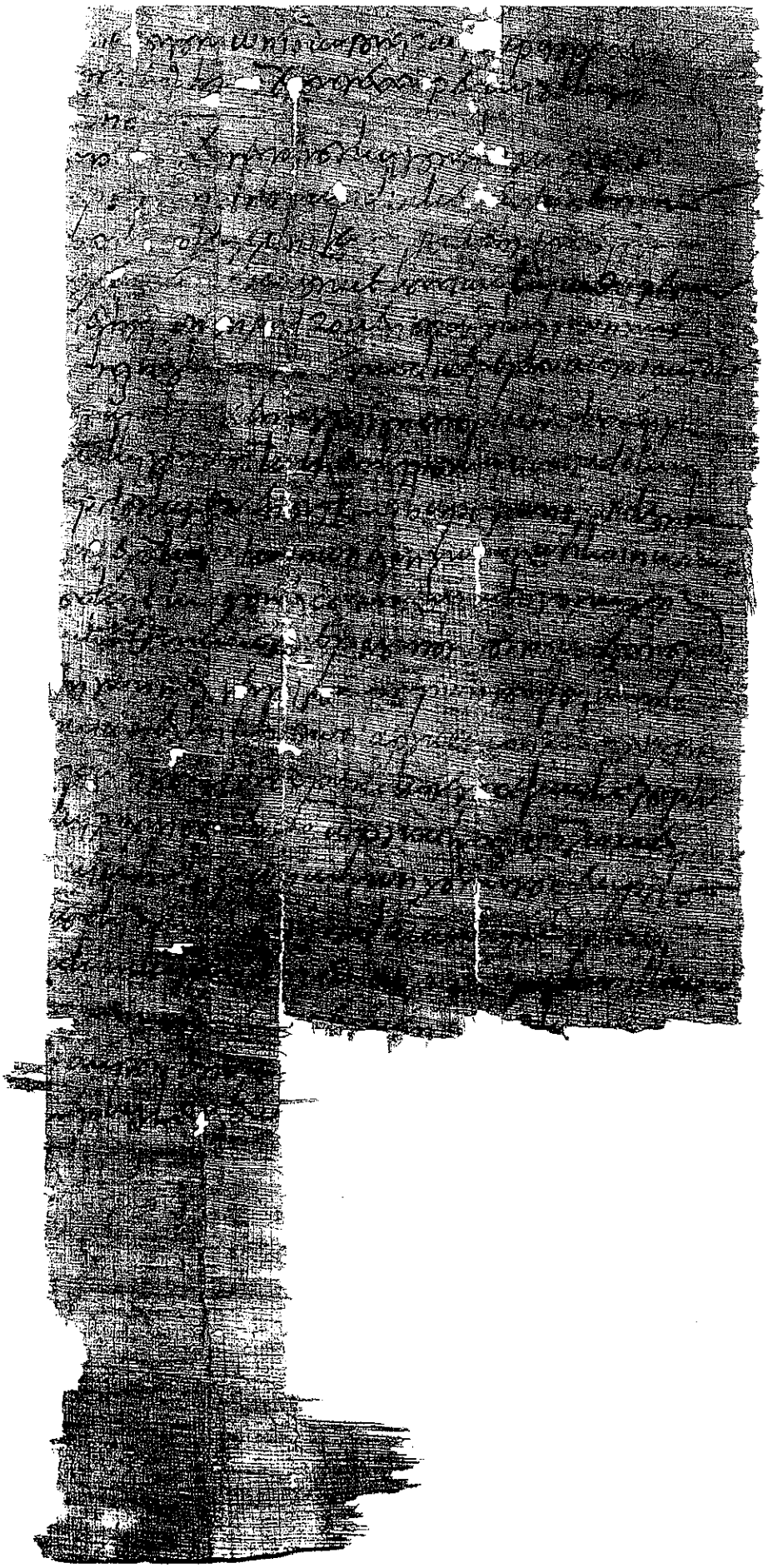

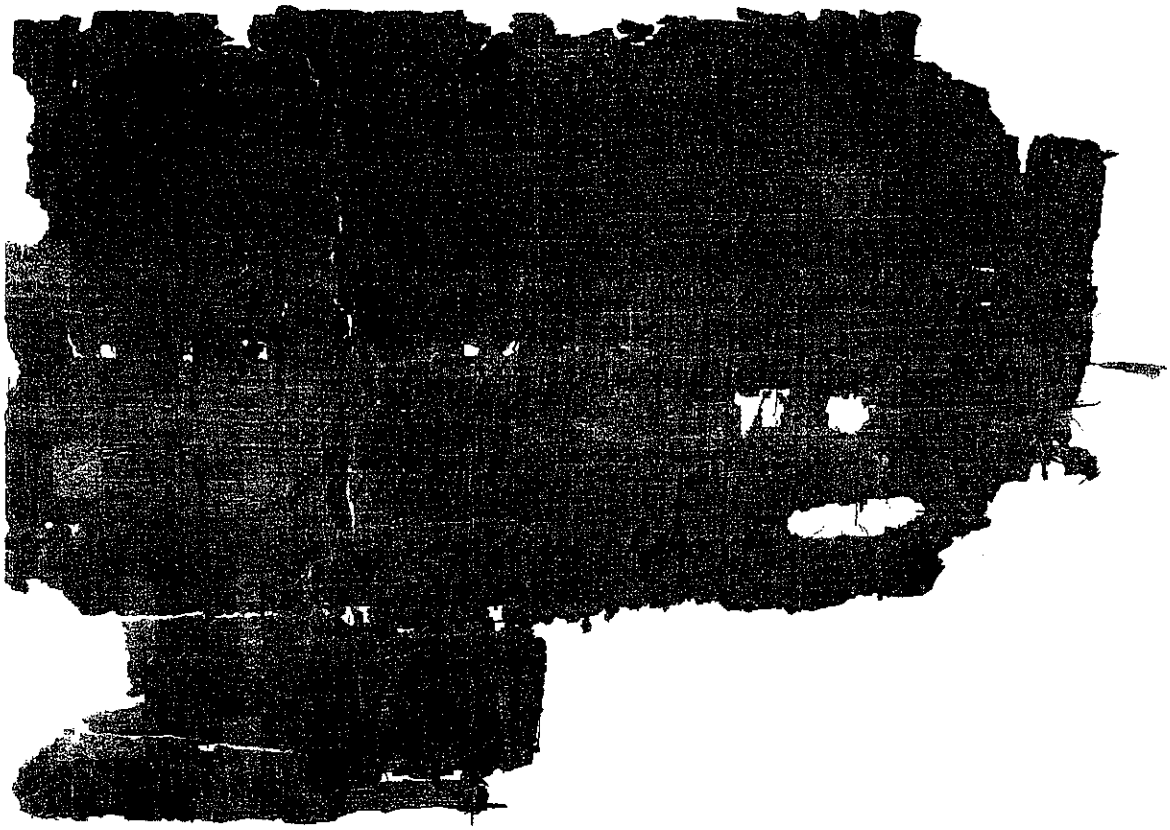

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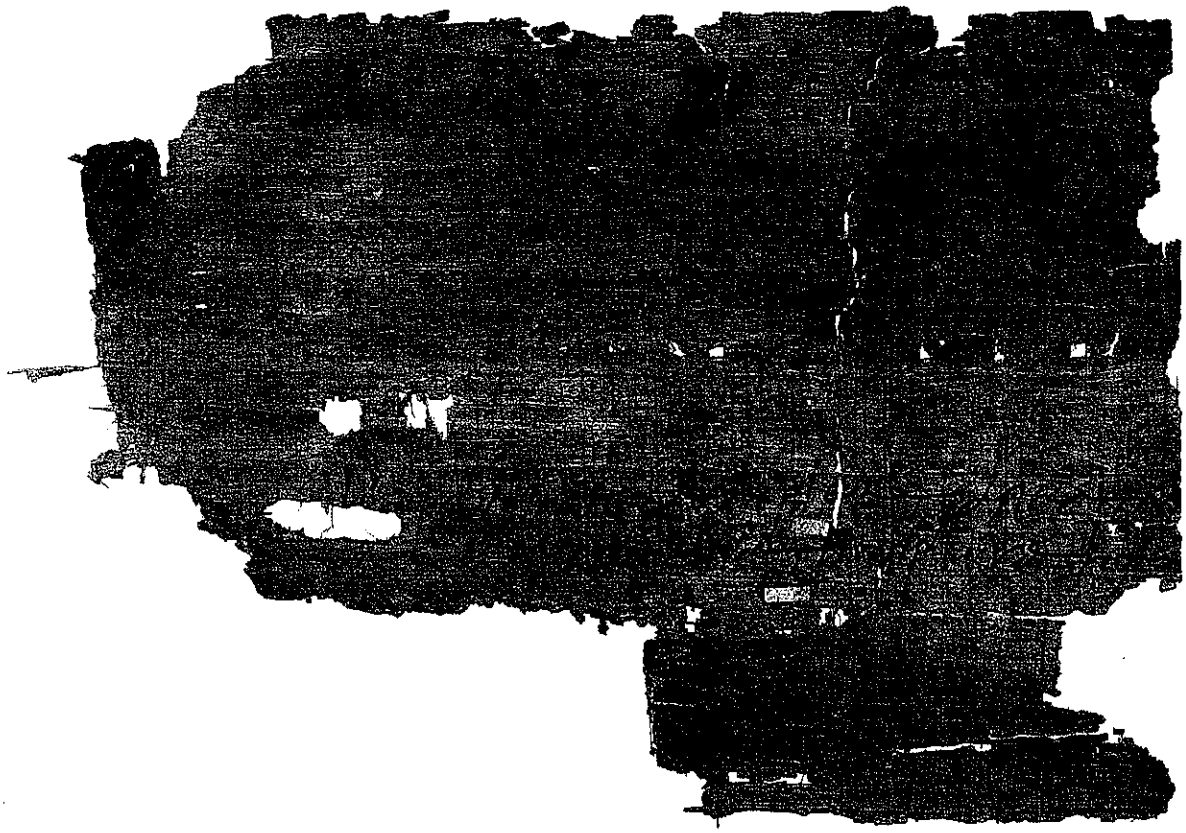

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