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Two Byzantine leases of house-property from the Beinecke Library Collection

The Journal of Juristic Papyrology 32, 35-44

2002

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.
TWO BYZANTINE LEASES
OF HOUSE-PROPERTY FROM THE BEINECKE
LIBRARY COLLECTION

The two papyri edited below are fragments of leases of house-property at Oxyrhynchus, and date to the fifth century. They both came to Yale through purchase in 1931, but belong to different acquisition lots.¹

I.
P. CtYBR inv. 993  7.6 cm × 12.2 cm  471/472
Plate I

Oxyrhynchus

Most of the details of this transaction are missing, for the papyrus is broken off at the top, left and foot. What survives tells us that at least two people, a tapestry-weaver² and a woman called Maria,³ both most probably

¹ I am grateful to Dr. Nikolaos GONIS and Prof. Herwig MÆHLER for their helpful comments. I also thank Dr. Robert G. BABCOCK, Curator of the Early Books and Manuscripts Collection at the Beinecke Rare Book and Manuscripts Library, for his permission to reproduce images of the papyri.

² For lessees who ply a trade, see H. MÄLLER, Untersuchungen zur ΜΗΘΩΣΙΣ von Gebäuden im Recht der græko-ägyptischen Papyri (= Erlanger Juristische Abhandlungen 39). Köln – Berlin – Bonn – München 1985. pp. 95-96. The property under lease may have been connected to the lessee’s profession.
natives of Oxyrhynchus, offer to take on lease from the first day of a month a part of house-property in the city of Oxyrhynchus. The provenance is not in doubt, for the document is dated by the Oxyrhynchite era (l. 7). The object of the lease probably included at least one room (see n. to ll. 11-2) on the ground floor of a house. The contract is drawn up in the form of a hypomnema, typical for the Oxyrhynchite nome.

The writing is along the fibres, and the back is blank.

Text

\[
\begin{align*}
\text{ca} & \text{ 24} \quad \ldots \ldots \ldots \ldots \\
\text{ca} & \text{ 23} \quad \text{γ} \alpha \pi \nu \text{τάριος} \\
\text{ca} & \text{ 14} \quad \text{λαμπράς καὶ} \text{ λαμπροτάτης} \\
\text{[Οξυρηνχιτῶν πόλεως ca 8]} & \text{Μαρία \θυγάτηρ} \\
\text{ca} & \text{ 22} \\
\text{[απὸ νεομηνίας τοῦ \varepsilon πιδεχόμεθα μιαθώσασα]ς} & \text{απὸ \varepsilon πιδεχόμεθα μιαθώσασα]ς} \\
\text{ca} & \text{ 15} \quad \text{τοῦ \varepsilon πιδεχόμεθα μιαθώσασα]ς} & \text{τοῦ \varepsilon πιδεχόμεθα μιαθώσασα]ς} \\
\text{[τῆς \varepsilon δεκάτης \ιδικτίων ca 3]} & \text{διακειμένων \varepsilon πι τῆς} & \text{διακειμένων \varepsilon πι τῆς} \\
\text{[ca 19]} & \text{καλουμένη} & \text{καλουμένη} \\
\text{[ca 18]} & \text{\varepsilon πέπεδον} & \text{\varepsilon πέπεδον} \\
\text{τόπον? ca 19} & \ldots \ldots \ldots \ldots \\
\end{align*}
\]

Translation

... tapestry-weaver ... from [the splendid and] most splendid [city of the Oxyrhynchites] ... Maria daughter of ... Willingly [we offer to take on lease] from the first day of the month of ... of the present 148/117 year [of the tenth indiction] from the property belonging to [...] situated in] this city ... [in] the street called ... a complete [room ?] on the ground floor ...

6 \varepsilon πιδεχόμεθα the initial \nu corrected from \mu | 8 \varepsilon πέπεδον

P. CtYBR inv. 993
Courtesy of Beinecke Rare Book and Manuscripts Library
Commentary

1. [ ... ] ν. The line seems to end with abbreviation.

2. ταπητάριοε. See S. Calderini, Aegyptus 26 (1946), p. 83, and E. Wipszycka, L'industrie textile dans l'Egypte romaine, Varsovie 1965, p. 118-119. This appears to be the term employed for 'the tapestry-weaver' in Byzantine Egypt.

3-4. λαμπρά και λαμπροτάτη [Όξυρυγχιτών πόλεωε]. The placement of this formula after the name and occupation of the lessee, who is introduced after the lessor in this contract, suggests that: either (i) the lessor(s) does/do not come from the city of Oxyrhynchus, although they own property there (ll. 8-9), or (ii) the place of origin, although the same, is repeated for both parties to the transaction; space allows αυτήε before λαμ-νπ c.

Cf. e.g. P. Oxy. XVI 1962 = SB XVI 12583.5-9 (500): γ[ουχούαν ίνταυΟαττ] λαμπρά και λαμπροτάτη Όξυργχιτών πόλει Αύρηλιοε 'Αστα Νάκιος νύς Φιλοξένου ἀπό τής λαμπράς και λαμπροτάτης Ώξυργχιτῶν πόλεωε.

4. Μαρία. Space allows for καὶ Αδρηλία before Μαρία, especially if abbreviations were employed.

5. [ ... ] c ἐκουσίωε. The name of Maria's father probably followed by ἀπό τής αὐτήας πόλιαε would fill the gap.

7. τοῦ ἐνε[ξτώκοε. There are many possibilities for restoring the line, since it is not known whether the dies a quo fell before or after the date of the conclusion of the contract, which we also lack, see J. Modrzejewski, JJP 7/8 (1953/54), p. 221-2, and Müller, Untersuchungen (cit. 2), p. 193-194. ἐξήε/εἰείωντος (although εἰείωντος μηνός in this collocation is not attested in the Oxyrhynchite nome) μηνόσ Month, or παρόντος/ἀντος μηνόσ Month, or simply the name of the month followed by μηνόσ. παρελθόντος μηνόσ Month (e.g. PSI V 466.8 [518] from Oxyrhynchus) or the plain name of a month should be dismissed on the grounds of space.

τοῦ ἐνε[ξτώκοε ετους μηνι μις]. The year corresponds to 471/472, see R. S. Bagnall & K. A. Worp, The Chronological Systems of Byzantine Egypt, Zutphen 1978, p. 84.

8. τῆς δεκάτης ἱδικτίων]οε. τῆς παρούς δὲ (ἐνεκτώας not likely in the Oxyrhynchite region, and especially here where ἐνε[ξτώκοε ετους precedes) could be another equally acceptable option.

9. [εια 3 διακεμένων. Both κοι or ὑμίν could fit the gap, while a Höflichkeitstitel would have been too long for the space available, unless διακεμένων was

4 For this reason the supplements in P. Wisc. I 8.12-3 (Oxyrhynchus, 561, cf. P. Wisc. II 61 n. l. 3) are not secure: ἀπό [εουμνιάς τοῦ παρόντος] μην[ος Χοιάκ τοῦ ἐνεκτώος] | ἔτουε.
omitted, but this is less likely for the Oxyrhynchite (I am aware of only one parallel to this collocation, CPR VIII 61.11-2 of 546 from Arsinoe).

10. ἑν ἀφόη η καλομενή. ἑν ἀφόη καλομενή/λεγομενη is normally preceded by ἄν πν ἀμφόδου X, which could well be the case here. ἀφόη is the term proper for 'street' within villages and cities (cf. δωσ in the countryside, see D. Hagedorn, Gnomon 69 [1997], p. 44) in the Byzantine period (cf. the Ptolemaic διγνά, see J. Krüger, Oxyrhynchus in der Kaiserzeit, Frankfurt a/M. – Bern – New York – Paris 1990, p. 94).

11. διάλόκληρον. In all likelihood, more property situated in the same street was leased along with the 'complete [room?] on the ground floor', so that και could be restored before it.

11-12. διάλόκληρον ἐπίπεδον (τόπων). The supplement is modelled on P. Oxy. VII 1038.23-4 (568) and XVI 1889.16 (496). For the term τόπος see G. Husson, OIKIA, Paris 1983, pp. 276-278, especially her third definition 'τόπος comme partie d’une maison ou d’un immeuble', and Müller, Untersuchungen (cit. n. 2), p. 154. However, at least theoretically, there may be other possibilities: e.g. οἰκον.

II.

P.CtYBR inv. 1358

(1) 9.1 × 14.9 cm & (2) 9.2 × 14.7 cm

Mid-fifth century

Plate II

Oxyrhynchus

Two fragments from the lower part of a lease of house-property preserving the final clauses of the contract proper (the παραδοσια-clause, the κυρία clause and the stipulatio), the subscription, the illiteracy formula and the notarial subscription. The formulas employed, and particularly the notarial signature (see note), suggest that the document comes from Oxyrhynchus. As for the transaction itself, the preserved closing lines of the contract reveal the name and patronymic of the lessee, the object of the lease and the fact that there was only one lessor.

The writing is along the fibres and the back is blank.

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5 Incidentally, I have noticed that SB VI 9586.21 (600) is wrongly supplemented with the unparalleled ἐν ἀμφόδου, although in theory with geographic and topographic terms ἐν τῶν is a synonym of ἐν τῷ, see Mayser, Grammatik II.2 464-5.

6 I translate διάλόκληρον as 'complete' in agreement with P. Oxy. VII 1038.24 and the Wörterbuch s.v.: 'ungeteilt(s)... im ganzen Umfange nur für mich bestimmt'; in P. Oxy. XVI 1889.16 the term is translated as 'in good condition'.
Text

[... ca 8 ...]. [ ca 9 ...] κ[a]: [όπόταν βου-]
ληθής παραδώ[ωςι] τὴν αὐτὴν μονόχωρον.
κυρία ἡ μισθω[ςι] ἣ γραφεία καὶ ἐπερ(ωτθείςι) ὑμ(ολόγηςα).

4 (m. 2) Αὐρήλιος Ἑλίας νῦ[ςι] ὁ προκίμενος
μεμίθωμαι τῇ[ν μ]ονόχωρον καὶ ἀποδώσω
τὸ ἐνοίκιον ὡς πρόκε[ι]αί. Αὐρήλιος Γελάιος
Νικοκλέους ἔγραφα [ὑπὲ]ρ αὐτοῦ παρόν[τος γράμμ-]
ματα μὴ εἰδότος.

(m. 3?) ἔπ. di emu Ἀρ ... . . . .

Translation

... and [whenever] you wish I shall give back to you the same one-
room house. The lease is binding, written in one copy, and in answer
to the formal question I gave my assent.

(2nd band) I, Aurelius Elias son of Silvanus the aforesaid, have leased
the one-room house and I shall pay the rent as aforesaid. Aurelius
Gelasius son of Nicoles wrote on his behalf in his presence because
he does not know letters.

(3rd band?) Through me Ap...

Commentary

1-2. κ[a]: [όπόταν βου]ληθής. For leases of house-property terminable at the will
of the lessor, see Müller, Untersuchungen 187-9 and 271.

2. τὴν αὐτήν. This could express the lessee’s obligation to return the property
intact, since the common clause ὡς παρείληφα/παρέλαβον is missing, see
Müller, Untersuchungen 276.
The term μονόχωρον is only attested in Oxyrhynchus, once more as feminine in P. Oxy. XLII 3057.12-13 (first/second century); \( \mu\nu\kappa\varepsilon\tau\iota \lambda\omicron\nu\) \( \lambda\omicron\gamma\omicron\nu\) \( \pi\omicron\iota\epsilon\iota\tau\alpha\iota \pi\epsilon\iota \tau\iota \kappa\lambda\epsilon\iota\delta\omicron \; \tau\iota \mu\omicron\nu\omicron\chi\omega\omicron\tau\omicron\nu \), twice as neutral (P. Oxy. XVI 1964.10.4, 11.5, 18.5, and XLVII 3353.3-4, 8.2, 12.5-6) while in P. Oxy. XVI 1957.12 (430) it could be either neutral or masculine.

Editors and LSJ Supplement consistently translate μονόχωρον as single room. Husson considers it 'un local' ("L'habitat monastique en Égypte à la lumière des papyrus grecs, des textes chrétiens et de l'archéologie", Hommages à la mémoire de S. Sauneron, vol. II, Le Caire 1979, p. 206) or 'une partie d'un immeuble comportant plusieurs logements' (ZPE 61 [1985], p. 69). However, \( \eta \) μονόχωρος, perhaps an adjectif substantif\(^9\) originating from \( \eta \) μονόχωρος\( \omega\iota\kappa\iota\alpha \), could well have been a single-room house, the Oxyrhynchite equivalent to the μονοκιδίων in the Fayum, which 'pourrait être une maisonette à pièce unique' (Husson, Hommages, p. 206).\(^9\) The neutral (or masculine) μονόχωρον in P. Oxy. XVI 1957.9, 16, 20, 25 is described as one of the three \( \tau\omicron\omicron\omicron\omicron\omicron\omicron \) under lease (the other two are \( \epsilon\omicron\mu\omicron\pi\omicron\omicron\omicron\omicron\omega\omicron\omicron \)) situated within the α\( \alpha\iota\theta\omicron\omicron\omicron\omicron\omicron\omicron\), while in P. Oxy. XLVII 3353.2 it is said to be part of an \( \omega\iota\kappa\iota\alpha \). It is not easy to determine the origins of the neutral μονόχωρον as an adjectif substantif;\(^8\) it may have been part of the nominal phrase μονόχωρον \( \omega\iota\kappa\iota\alpha\iota\) (see Husson, OIKIA [cit. p. 38], pp. 183-185).

3. \( \alpha\omicron\nu\nu\nu\nu \gamma\rho\alpha\phi\epsilon\iota\alpha \). All Byzantine leases of house-property are written in one copy, the only exceptions mentioned to be written in two copies (\( \delta\iota\iota\iota\iota\iota \) \( \gamma\rho\alpha\phi\epsilon\iota\alpha \)) are P. Oxy. XIV 1695.31 \( [360] \) and XLIV 3203.24 \( [400] \), both addressed to more than one lessor, three and two respectively.\(^12\) In I. 16 of P. Yale I 71 (456), a lease addressed to one lessor, the edition prints \( \delta\iota\iota\iota\iota \). Inspection of the online image of this papyrus (at <http://inky.library.yale.edu/>)

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10 For \( \tau\omicron\omicron\omicron\omicron\omicron\omicron \) and \( \alpha\theta\omicron\omicron\omicron\omicron\omicron\omicron\omicron \) see HUSSON, OIKIA (cit. p. 38), pp. 276-278 and 29-36 respectively.
11 In P.Wisc. I 9.31 (183) \( \delta\iota\iota\iota\iota \) should probably be read instead of \( \delta\iota\pi\lambda\upsilon \).
12 This remark should not lead to the conclusion that a lease of house-property addressed to more than one lessor was necessarily written in two or more copies, cf. for instance P. Oxy. XVI 1961 (487).
P.CtYBR inv. 1358
Courtesy of Beinecke Rare Book and Manuscripts Library
www.papyrus.htm under the Call Number 353 qua) indicates that ἀπλή should be read instead of δική. Our evidence suggests that only the lessors were given a copy of the contract of the lease of house-property, as they were considered the stronger party to the transaction, who in most cases could terminate the tenure at their will (cf. II. 1-2).

7. Νικόκλεος. This is the first attestation of this name since the early Roman period in: P. Sorb. I 13.2 (c. 260 BC), BGU X 1915.2 (249 BC), SB VI 956.ii.1 (245 BC), P. Lond. VII 2153.13 (mid-third century BC), P. Mich. XVIII 781.55 (186/185 BC) and SB XVIII 13244.ii.23 (first century).

7-8. ἐγράψα [ὑπὲρ αὐτοῦ παρόντος γράμμα μη ἐισόρασ]. It is interesting that the addition of the 'presence element' (παρόντος/παροίτης/παρόντων) in the illiteracy formula appears for the first time once (among a dozen cases of employment of the plain illiteracy formula in the same document) in Rom. Mil. Rec. 76.66 GG. 13 dated to the 179 (ἐγραψά ὑπὲρ αὐτοῦ ἑξωτηθείς παρόντος διὰ τὸ μη ἐισόρασαι αὐτὸν γράμματα), then recurs in the late third/early fourth century,13 and is frequently attested throughout the Byzantine period. According to H. C. Youtie, the hypographeus often specified that he wrote in the presence of his principal in order 'to mark the limit of his responsibility' (in ZPE 17 [1975], p. 211 = Scriptumculae Posteriores I, Bonn 1981, p. 189). One may wonder why this need was not felt more frequently before the fourth century.14

9. † di emu Ap [. The same notary signed P. Yale I 71.22 of 456 (= J. M. Diethart & K. A. Worp, Notarsunterschriften im byzantinischen Ägypten, Wien 1986, Oxy. 1.6.1, p. 79). Diethart and Worp read: † di emu Ἀπφουτος ἐτελεῖοθ, on the grounds of the possible identification of the notary with the hypographeus of the lease (P. Yale I 71.20-1). In any case, the identification of the notarial signature in the two Yale leases, which actually arrived at Yale separately, allows the placement of our lease in the mid-fifth century.

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13 I consider as second secure attestation P. Oxy. I.XIV 4441, iii.22-23 of 316. The illiteracy formula in SB VIII 9833.23-24 (299) is not intact, and cannot be considered a safe example.

14 One may think that this was not a casual addition in the illiteracy formula, spread throughout Egypt from the fourth century onwards, but perhaps it was dictated by imperial legislation. Although this issue is beyond the scope of this paper, one could cite as a parallel development the frequent reappearance for no obvious reason of witnesses in private Byzantine documents, both from Egypt, though not with uniformity in all regions, and Nessana; see H. J. Wolff, "Der byzantinische Urkundenstil Ägyptens im Lichte der Funde von Nessana und Dura", RIDA 8 (1960), pp. 126-134.
APPENDIX

The illiteracy formula with the 'presence element' follows quite systematically certain patterns according to region: (changes regarding the number and gender are not observed):

i) **Arsinoite**: ἔγραφα ὑπὲρ αὐτοῦ παρόντος ἀγραμμάτου (ὄντος).\(^\text{15}\) Thus, P. Harr. I 81, P. Prag. II 161, SB VI 9589, SPP III 335, all four assigned to the sixth century,\(^\text{16}\) and SPP XX 269 (seventh/eighth century), all of unknown or uncertain provenance, may well come from the Fayum.

ii) **Oxyrhynchite**: ἔγραφα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότος.\(^\text{17}\) The following three documents follow the Arsinoite pattern:\(^\text{18}\) P. Oxy. XX 2270.20 (fifth/sixth century?, cf. BL VIII 256), the early and fragmentary SB VIII 9833.23-4 (299), and P. Wash. Univ. I 46.22 (fifth century).\(^\text{19}\)

iii) **Prosopite**: P. Köln V 232.19-20, 24 (330-338, cf. BL IX 114), unique instance from this district, follows the Oxyrhynchite pattern

iv) **Heracleopolite**: SB VI 9455.11 (fifth/sixth century), W.Chr. 466.16 (= P. Lond. III 985, fourth century) and P. Nebh. 31.18 (335) read ἔγραφα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότος. P. Select 13.23-4 (421) follows the Arsinoite pattern.

v) **Hermopolite**: two patterns are observed: a) the majority Oxyrhynchite and Heracleopolite: ἔγραφα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότος,\(^\text{20}\) and b) ἔγραφα ὑπὲρ αὐτοῦ παρόντος καὶ εἰπόντος (μοι)

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\(^{15}\) P. Münch. III 86.16-7 (fourth century) from Tebetny in the Arsinoite reads ἔγραφα ὑπὲρ αὐτοῦ παρόντος ἀγραμμάτου, and not γράμματα μὴ εἰδότος, see Abb. 33.

\(^{16}\) For the date of SB I 4719, see DIETHART & WORP, Notarsunterschriften, p. 46.

\(^{17}\) Incidentally, it has been noticed that in PSI XIII 1340.23-4 (Oxyrhynchus, 420) the illiteracy formula is read as ἔγραφα ὑπὲρ αὐτοῦ παρόντος γράμματα οὐκ εἰδότος. A correction is necessary, since in this formula the negative is invariably μὴ: ἔγραφα ὑπὲρ αὐτοῦ παρόντος γράμματα μὴ εἰδότος. The same correction may be made to P. Stras. IV 246.10-1 (Hermopolis?, 380) printed as ἔγραφα ὑπὲρ αὐτοῦ γράμματα οὐ καὶ ἀγραμμάτου, although the document comes from the Oxyrhynchite.

\(^{18}\) SB XXII 15271 (fifth century) is unjustifiably supplemented as: ἔγραφα ὑπὲρ αὐτοῦ παρόντος ἀγραμμάτου, although the document comes from the Oxyrhynchite.

\(^{19}\) Formulaic parts of the document along with the history of its acquisition strongly suggest an Oxyrhynchite provenance.

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γράμματα μή εἰδότος. 21 A slight variation of the second pattern occurs in SPP XX 110.31 (425-450 or 408-422, cf. BL VIII 467 and Diet-hart & Worp, Notarsunterschriften [cit. p. 41], p. 73): παρόν]τος καὶ εἰ-πόντος μοι γράμματα μή εἰδέναι. 22


vii) Other Regions of Upper Egypt: the second formula attested in the Hermopolite region has been observed in documents from the Lycopolite, 23 Aphrodite, 24 Memnoneia, 25 Apollinopolis Magna, 26 Syene 27 and Elephantine. 28

Finally, a remark may be made concerning the syntax of the formula. Examples as P. Cair. Masp. III 67283.18, 20 and 67327.43-4, which attest the pattern: ἔγραψα ὑπὲρ αὐτοῦ γράμματα μή εἰδότος παρόντος καὶ εἰπόντος,

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22 My thanks are due to Prof. Amphilochios PAPATHOMAS for checking the original for me.

23 P. Princ. II 82.89-90 = SB III 7033 (481) and P. Lond. V 1862.10 (sixth/seventh century).

24 P. Cair. Masp. II 67283.18, 20 (547, cf. BL VIII 74) and 67327.43 (540, cf. BL VIII 74).

25 SB XVIII 1377.28 and 33 (556).

26 P. Grenf. I 60.57 (582?, cf. BL VIII 141) from Apollinopolis Magna reads the unparalleled formula ἔγραψα ὑπὲρ αὐτῆς ἀκούσα[ες] καὶ εἰπούσης μοι γράμματα μὴ εἰδινής; ἀ-κούσα[ες] should be corrected to παρούσης.

27 P. Münch. I 9.102 (583), P. Lond. V 1727.66 (583/584) and 1729.46 (584), where the scribe stresses that he wrote for his principal: γράμματα μή εἰδότος παρόντος καὶ εἰπόντος μοι ἐν δημοσίῳ τόπω.

28 P. Lond. V 1735.23 and 25 (sixth century). P. Lond. III 991.27 (p.257 of 481 or 482 or 483), cf. N. GONIS, “Three Consular Dates”, ZPE 132 [2000], p. 185]) probably from the Thebaid, follows the same pattern (ἔγραψα ὑπὲρ αὐτῶν παρόντων καὶ εἰπόντων μοι γράμμα[α]).
could well indicate that the hypographeus intended to write the participle of οίδα, and should not be corrected to the infinitive (εἰδέναι) in other cases, of the type ἔγραψα ὑπὲρ αὐτοῦ παρόντος καὶ εἰπόντος γράμματα μὴ εἰδότος ('I wrote on his behalf in his presence and after he told me because he does not know letters').

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29 Corrections or restorations with the infinitive are printed e.g. at P. Münch. I 9.102, P. Prog. II 158.16, P. Stras. VII 654.18, P. Lond. III 991.27 and P. Vind. Sijp. 11.25-26. The only example with the infinitive is the fragmentary SPP XX 110.31.