Benaissa, Amin

A Heracleopolite land lease of the fifth century

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A HERACLEOPOLITE LAND LEASE
OF THE FIFTH CENTURY

The following papyrus from the Bodleian Library preserves the top right-hand corner of a lease contract dating from AD 439. In it four individuals from the Heracleopolite village of Phebichis let some land around the same village to the monk apa Didymus, who appears to be from a different locality. As a result of the loss of the left-hand half of the document and the relative incompetence of the scribe (cf. 2-3 n., 4-5 n., 12 n., 12-13 n.), the restoration of the body of the contract and the terms of the lease are rather uncertain. The lease is for one year and appears to involve an artificially irrigated plot of land (cf. μηχανή at 16 with note); but details of the area of the plot, the crop and the rent are irrecoverable.

Despite its fragmentary state the papyrus presents some noteworthy features. The high number of lessors and the space in line 7 strongly suggest that they are comarchs in charge of leasing land that fell under the collective fiscal responsibility of the village (see 7 n.). Another point of interest is that the lessee is a monk, a rare situation paralleled (to the best of my knowledge) only by P. Flor. 111 279 (Aphrodito, 514) and P. Prag. 11 158 (Hermopolis, vi/vi).

My thanks to Dr. Nikolaos Gonis for his comments on a draft of this article.

1 Cf. also P. Mon. Apollo 26 (Hermopolite, viii), in which two monks take under lease land from the dikaios of their monastery; on this document see recently T. S. Richter,
From a formal point of view, the contract is atypically composed from the lessors' perspective, i.e. in the form 'We [the lessors] have leased to you [the lessee] ...'. This is much less common than the inverse formulation 'I [the lessee] have taken on lease from you [the lessor(s)]', but it is not unparalleled among Heracleopolite leases; cf. from the list below CPR 1 247, P. Rain. Cent. 101 and SB 9876, and cf. also the lease of a house P Gen. 110 (Phebichis; 316).

Heracleopolite land leases of the Byzantine period are relatively few. I have identified the following:

<table>
<thead>
<tr>
<th>Document and Date</th>
<th>Village</th>
<th>Crop</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR 1 40 (300)</td>
<td>Tkois</td>
<td>chortos</td>
</tr>
<tr>
<td>P. Rain. Cent. 82 = CPR 1 41 (304/5)</td>
<td>Sobthis (Mikra)</td>
<td>wheat</td>
</tr>
<tr>
<td>CPR 1 247 (335)</td>
<td>Kalates</td>
<td>chortos</td>
</tr>
<tr>
<td>BGU 111 938 (385)</td>
<td>Sobthis Mikra</td>
<td>akosos</td>
</tr>
<tr>
<td>CPR 1 42 (iv)</td>
<td>Sobthis Mikra, Sakapry, Ninopakan, Noeris</td>
<td>lessee's choice</td>
</tr>
<tr>
<td>P. Vindob. G 26249 iv/v</td>
<td>—</td>
<td>wheat, chortos (?)</td>
</tr>
</tbody>
</table>


2 Cf. J. Herrmann, Studien zur Bodenpacht im Recht der griego-aegyptischen Papyri, München 1938, pp. 44-45. He notes that 'Vertragsredaktionen von seiten des Verpächters boten sich vor allem dann an, wenn in der Vertragsurkunde zugleich der Empfang einer Zahlung durch den Pächter bestätigt werden sollte' (44). This is the case in CPR 1 247 and SB 9876, both of which are μαθαποχαί. There is no trace of such an arrangement in P. Gen. 10, P. Rain. Cent. 101 and our document, but the last two are incomplete.

3 Unless otherwise indicated dates are those given by the Heidelberger Gesamtverzeichnis der griechischen Papyrusurkunden Ägyptens: <http://www.rzuser.uni-heidelberg.de/~gv0/>. Cf. also CPR 1 44 (iv) and SB xxvi 16488 (vi), whose provenance could be either Arsinoite or Heracleopolite.

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<tr>
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</thead>
<tbody>
<tr>
<td>P. Vind. Stjp. 9 (ca 417)$^5$</td>
<td>Phys</td>
<td>lessor's choice($^6$)</td>
</tr>
<tr>
<td>P. Rain. Cent. 101 (457)</td>
<td>Ankyron polis</td>
<td>—</td>
</tr>
<tr>
<td>P. Vindob. G 26724$^7$ (464 or 479)</td>
<td>—</td>
<td>wine, wheat, chortos</td>
</tr>
<tr>
<td>P. Rain. Cent. 113 (525/6)</td>
<td>—</td>
<td>kokkos</td>
</tr>
<tr>
<td>SB vii 9876 (534)</td>
<td>Noeris (BL 1x 266)</td>
<td>chortos</td>
</tr>
<tr>
<td>P. Worp 35$^8$ = P. Stras. v 318 (596)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>T. Varie 14 (vi)</td>
<td>Taamorou</td>
<td>chortos</td>
</tr>
<tr>
<td>CPR vii 68 (vi/vii)</td>
<td>Sobthis Mikra</td>
<td>—</td>
</tr>
</tbody>
</table>

Text

Bodl. MS. Gr. class. f 65 (P) 6.4 x 14.5 cm AD 439

The light-brown papyrus is complete at the top and right sides with minimal margins. It is written along the fibres in a practiced but coarse medium-sized cursive. Two vertical folds are visible. The back is now covered by a piece of cardboard within the glass frame, so that it is impossible to determine whether it is blank or not. The scribe frequently substitutes omega for omicron.

$^5$ On the date cf. R. S. Bagnall et al., Consuls of the Later Roman Empire, Atlanta 1987, p. 669.
$^6$ βουληθώ (sc. the lessor) in line 10 could be a scribal mistake for βουληθή (sc. the lessor); see the editor’s note on lines 9–10.
According to the *Summary Catalogue of Western Manuscripts in the Bodleian Library at Oxford,* the papyrus was bought from B. P. Grenfell in 1896. It is published here with the kind permission of the Bodleian Library, University of Oxford.

\[
\begin{align*}
\text{vac. } & \chi μ γ \\
+ & \text{μετά τὴν ὑπάτειαν τῶν δεοποτῶν} \\
[\text{ήμων Θεοδοσίου}] & \text{καὶ } \Phi(αούου) \Phiαύστε τῶν λαμ(προτάτων). \\
\end{align*}
\]

\[\begin{align*}
\text{4} & \text{[Ν.Ν. (υιός) Ν.Ν. πρεσβύτερου καθωλικῆς} \\
& \text{ἐκκλησίας καὶ], νοτικῆ Ἀμωνιακῶν καὶ} \\
& \text{[Ν.Ν. (υιός) Ν.Ν. καὶ], νιανος Πρέσκου (οἴ) τέταρτος} \\
& \text{κώμης Φεβίχεως} \\
\end{align*}\]

\[\begin{align*}
\text{8} & \text{τοῦ Ἡρακλέους} \text{προὶ τοῦ νομοῦ ἀπὸ Διδύμου} \\
& \text{[μεν μονάξοντι] Μεκάλου μονῆς ἀπὸ} \\
& \text{[c. 12 τοῦ αὐτοῦ νομοῦ χαίρειν].} \\
\end{align*}\]

\[\begin{align*}
\text{12} & \text{[παρόντα c. 6 ἐναυσοῦ τῆς ἐν-} \\
& \text{τιχοῦ ἐνάτης] ἰνδ(ικτίους) ἀνοματως} \\
& \text{[Ν.Ν. c. 13 ἐν πεδίων τῆς αὐ-} \\
& \text{τῆς κώμης c. 5, τοῦ παντώς κλῆ-} \\
\end{align*}\]

\[\begin{align*}
\text{16} & \text{[ρου? c. 12 μηχανής φόρου} \\
& \text{[c. 15 ατων κυν. ν} \\
& \text{[c. 15 καὶ τῶν ναυβίων} \\
& \text{[c. 15 [. . .]. [. . .].[. . .]. . .]}. \\
\end{align*}\]

2 l. τοῦ δεσπότου 3 φυλ., λαμ., διοι τοῦ λαμπροτάτου 4 l. πρεσβύτερου (see n. below). I. καθωλικῆς 9 l. Μεγάλου 10 χιλιάδος τῶς 12 l. ἐναυσοῦ 13 ἰνδ/., I. ἰνδήματος 15 l. πατήσεις 18 l. ναυβίων

9 Vol. vii (*Accessions, 1890–1914,* compiled by F. Madan & H. H. E. Craster, Oxford 1924. The papyrus is given the catalogue number 32469. Acquisition information from 'Corrections, &c.' on p. xxii.
Translation

After the consulship of our lords (sic) Theodosius and Flavius Faustus, viri clarissimi (sic).

N.N. (son of) N.N., priest of the catholic church, and -notus (son of) Amoniane, and N.N. (son of) N.N., and -nianus (son of) Priscus, the four ... (of/from) the village of Phebichis of the Heracleopolite nome, to apa Didymus, monk of the monastery Megalou, from the village of N.N. of the same nome, greetings. We have leased to you for the present ... year only (for the crop of) the auspicious ninth indiction (n arouras) in the name of N.N. (which lie) in the fields of the same village ... of the whole allotment ... of the mechina, for the rent of ... of the naubia ...

Commentary

1. χμγ. On this Christian symbol, which regularly appears at the top of contracts, see CPR xxiii 34.1 n.

2–3 On the consulship of Theodosius I and Anicius Acilius Glabrio Faustus in 438, see Bagnall et al., CLRE, pp. 410–411, and R. S. Bagnall & K. A. Worp, Chronological Systems of Byzantine Egypt, Leiden 2004 (2nd ed.), p. 196. The consuls of 439 have not been attested in a papyrus to date, so that a precise terminus ante quem for our document cannot be proposed. It is typical of leases, however, to date from the period between August and November; see Herrmann, Studien zur Bodenpacht, (cit. n. 2), pp. 95–96.

The dating clause betrays the scribe’s relative incompetence. He appears to have omitted the usual qualification (τοῦ αἰωνίου Άυγους) after the name of the emperor (cf. P. Haun. 111 38.1 of the same year for a similar omission) and the iteration numeral of his consulate (τοῦ ιξ’). The month and day are also missing at the end. Both τῶν δεκτῶν and τῶν λαμ(προτάτων) should be in the singular, since the former word refers only to the emperor and the latter only to the non-imperial consul Fl. Faustus. On the form Φαύε, cf. below, 5 n.

4–5. πρεβυτέρων καθολικής (κ. καθολικής) [ἐκκλησίας. When someone’s father is a cleric, he is usually described simply by his clerical title, without the specification of his church. We may therefore have here a description of the main party rather than of his father, the genitive πρεβυτέρου being a scribal error for πρεβυτέρος. Since it is argued below (7 n.) that the lessors in this document are probably managers of collective village land, it is worth mentioning
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that priests and deacons often played a prominent part in the administration of their village; see G. Schmelz, Kirchliche Amsträger im spätantiken Ägypten, Leipzig 2002, pp. 309-318.

If the church belongs to Phebichis, the provenance of all the lessors (σ), this would be the first attestation of one there. For the use of the epithet καθολική to qualify the principal church of a village, see Ewa Wipszycka, Études sur le christianisme dans l'Égypte de l'antiquité tardive, Roma 1996, pp. 168, 173-4.

5. ] νοῦτις. The first trace does not seem to be compatible with πι, so that the common name Πάπνοτις is excluded. ] Βμοντις has a better chance of being right; for instances from the Heracleopolite nome, cf. CPR xxiv 1.10 (353), SPP xx 117.15 (411).

Βμοντις. A Copticized form of the name Βμ(μ)ονονός, not otherwise attested as far as I know; cf. Φαύστε in line 3 and contrast the name-ending of ] Βμανος in line 6.

6. ] Βμανος. The first trace is probably alpha, though omega cannot be securely ruled out; for some possibilities see F. Dornseiff & B. Hansen, Rücklaufsches Wörterbuch der griechischen Eigennamen, Berlin 1957, p. 266.


7. ] κώμης Βμόνος. The available space does not warrant restoring ορμώμενοι άπο in the lacuna; moreover, the phrase becomes common only from the later fifth century onwards (the earliest datable instance from the pre-print of a contract is P. Oxy. lxiii 4392.7 [479]). The only alternative is to restore a collective designation of the four lessors. It would be highly unusual in this period to find multiple lessors, unless they were the heads or representatives of a collectivity; see Herrmann, Studien zur Bodenpacht, (cit. n. 2), p. 57 with n. 3. A likely possibility, therefore, is that the four men were village administrators in charge of leasing land that was abandoned by fiscally insolvent farmers and for whose taxes the village as a whole became responsible. The clearest illustration of such a situation is given by a group of late fourth-century contracts from the Arsinoite village of Philadelphia, in which the comarchs of the village, usually four in number, lease land άπο άπορων οφόματων / άπο άπορου τού κώμης: P. Gen. 66 = WChr. 381 (374); 67 (382 or 383); 69 (386), 70 = WChr. 380 (372/3); for a discussion of these documents see P. Gen. pp. 244-246. Other leases of ‘collective’ village land are P. Rain. Cent. 82 = CPR 1.41 (Heracleopolite, 304/5), P. Stras. 111 137 = SB v 8019 (Hermopolite, 352), in both of which comarchs act as lessors; P. Cair. Map. 1 67103 (526), 67104 (532), 67106 (539), in which land is leased from the δῆμος Λόγος of Aphrodito (cf. also P. Mert. 1 49 [post 642] with 8 n.); and the Coptic documents CPR iv 127 (v11) and P. Lond. Copt. 1014, both involving the
village κοινόν. A possible restoration of line 7, then, is [-ρεκ κωμάρχαι] κώμης Φεβίχεως. A less likely alternative would be to restore [-ρεκ γεωργοί άπο] κώμης Φεβίχεως and presuppose that the four lessors were farmers subletting land that they had themselves taken under lease; but parallels from this period for multiple sub-lessors are hard to come by.

Φεβίχεως. On this well-attested Heracleopolite village, see Maria Rosaria Falivene, *The Herakleopolite Nome*, Atlanta 1998, pp. 241–245, and cf. D. Kaltsas, *P. Heid.* viii 418.18 n.; to Falivene’s list of instances add *P. Heid.* 418.18 (144 or 155 BC) and SB xxii 15829.10 (III AD).

9. Μεκάλου (l. Μεγάλου) μονής. On the frequent interchange of γ and ι see Gignac, *Grammar*, pp. 77–80; cf. especially p. 79 for other examples of μεκαλ- = μεγαλ-.

This monastery was not previously known. Μεγάλου is probably the fossilized name of the monastery deriving from the name of its founder (Μέγας); cf. e.g. τής μεγάλ(ής) καλομενής Μεγάλων in *P. Oxy.* xvi 1911.160 (557). But given the word order, another possibility is that it is a scribal mistake for Μεγάλης Μονής (or conceivably Μεγάλου Μοναδηρίου), which would be comparable to the name of the Oxyrhynchite monastery Μέγα Ὀρος in *P. Oxy.* lxvii 4620.18 (see n. for other instances).

10. The phrase τοῦ αὐτοῦ νομοῦ suggests that a different settlement from Φεβίχις was named in the lacuna. Given the ineptness of the scribe one cannot rule out the less usual formulation τῆς αὐτής κώμης τοῦ αὐτοῦ νομοῦ (cf. e.g. *P. Gen.* 2 ii 12.8–9 [384], T. Varie 14.5–6 [VI]), but it may be slightly too long for the available space.

12. [παρόντα c. 6 ] ἐνιαυτῶν (l. ἐνιαυτόν). The putative space after παρόντα is puzzling; the usual formula is simply πρὸς μόνον τοῦ παρόντα ἐνιαυτόν (cf. e.g. *P. Rain. Cent.* 101.7). For other formulas used in stipulating the length of leases, see Herrmann, *Studien zur Bodenpacht* (cit. n. 2), p. 94–95.

12-13. τῆς εὐτυχοῦ ἑνάτης Ινδήντιον. Before this phrase the scribe forgot to insert e.g. καρπῶν, σπόρων, ἐκ σποράν vel sim. (cf. again *P. Rain. Cent.* 101.8; for the use of σπορά to refer to the crop of the following year see R. S. Bagnall & K. A. Worl, *Mnemosyne* 31 [1978], pp. 289–90). The crop of 440 will have belonged to the ninth fiscal indiction; see *CSBE* 2, pp. 127–128, 142.

13. ὀνόματος (l. ὀνόματο); This word introduces ‘the name under which the land was registered’ (J. R. Rea, *P. Oxy.* lxiii 4384.11 n.), which could be either that of a former lessee or of the landowner. The Geneva papyri cited and discussed above (7 n.) as parallels to our text contain a similar formulation: *P. Gen.* 2 66.10 (ὁνόματος Μαρίας); 67.8 (ὁνόματος Αἰαοῦ); 10 69.6 (ὁνόματος Μαρίας).

The editors translate the expression with ‘du nom de Gaii’ (cf. also *P. Gen.* 2, pp. 244–245), taking Αἰαοῦ as the plural of Αἰαός (= Gaius); but it is more likely that this is the nominative singular of the derivative name-form Αἰαοῦ, which is well attested (see e.g.
15–16 The wording of these two line-ends is not formulaic and does not suggest an obvious restoration. One expects the area of the plot to be specified at this point.

16. μηχανή. Depending on the context, μηχανή here can have either the strict sense of ‘waterwheel’ or the extended one, common in the Byzantine period, of ‘artificially irrigated plot of land’; see P. Oxy. lv 3803 introd., and Danielle Bonneau, *Le régime administratif de l’eau du Nil dans l’Égypte grecque, romaine & byzantine*, Leiden 1993, p. 222.

17. κνν. The dotted letters are well preserved and suggest at first κνδων-, but this sequence of letters does not result in a meaningful word in this context, unless it is an unattested proper (e.g. geographical or personal) name and/or the result of phonetic spelling. One cannot read κιδον-, i.e. a form of κιδώνωνa 'quinces', a word attested in the papyri only by *P. Cair. Zen. III* 59462.2 (257/6 BC?). κινων or κινόν, i.e. a phonetic spelling of κοινόν (for the common interchange of οι and ν see Gignac, *Grammar I*, pp. 197-9), may be just possible.

18. και των ναυβιών (ναυβίων). ναύβιον seems palaeographically less likely, and the mention of ‘freight charges’ would be out of place in a land lease. The oblique trace below this word must have belonged to the following line and probably represents an extension of the second arm of upsilon. For the spelling of ναυβίων without beta, see Gignac, *Grammar I*, p. 70.

The ναυβίων is a cubic measure equivalent to 1.34 m$^3$ and designates the amount of earth moved to clear canals and reinforce dikes; see Bonneau, *Le régime*, pp. 130–135. The stipulation that work on dikes is the responsibility of the lessee occurs in some Byzantine land leases from the Oxyrhynchite nome in variations of the formula (ομολογώ/-ομεν) τοπάναβολην των ναυβιων ποιεθαι, e.g. P. Mich. xi 611.20–21 (412); P. Oxy. vi 913.20 (443), where read ναυβιων instead of ναονιων;[1] P. Berl. Zil. 7.25–6 (574); P. Michael. 34.8 (vi); P. Oxy. xvi 1968.8 (vi); PSI VIII 881.4 (vi); cf. also the slightly different formulation in PSI IX 1078.23 (356) and P. Oxy. lxiii 4390.23 (469) της ἀναβολής των ναυβιων οὔτε πρὸς ἐμέ τοῦ μεμεθησόμενον.

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[1] This correction does not appear in the *Berichtigungsliste*, but it was made in a parenthetical note on *P. Oxy. xvi* 1968.8