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P.Berol. 13109 recto

Other edition: Tricoche, *L'eau dans les espaces*, pp. 40-41

Other translations: Johnson, *Roman Egypt*, pp. 134-135; Tricoche, *L'eau dans les espaces*, p. 41

Scan: Berliner Papyrusdatenbank

Other text on the verso: unpublished text

Lease contract for three gardens (*synchoresis*)

November 24, 5 BC

(a) *Addressee*

^{|1} To Protarchos, who is in charge of the tribunal,

(b1) *Party 1*

^{|2} from Diodoros, the son of Akestor, from the deme of ...,

(b2) *Party 2*

and from Hermias, the son of Apollonios, from his son Hermias, ^{|3} and from the wife of Hermias Sr., who is also the mother of the Hermias Jr., Isidora the daughter of ..., ^{|4} all three Persians of the *epigone* (BL 2.2.24), with as guardian of Isidora her husband.

(c) *Considerans about the lease of three gardens*

Concerning the points at issue, ^{|5} we agree on the following, such that, since Hermias, Hermias, and Isidora have leased from ^{|6} Diodoros for a period of five years from Choiak of the present 26th year of Caesar (*Augustus*) three gardens associated with tombs belonging to Diodoros ^{|7} on the coastal land at Kanobos, in the so-called Phoinikon, which have walls built around their perimeter, ^{|8} on the condition that they will pay as rent to Diodoros every month, free from every ^{|9} deduction and expense: 20 silver drachmas, for each passing month on the fifth of the next month, ^{|10} and they agree that they will pay the most excellent and best choice produce from the garden-tombs each year ^{|11} at the time when each species is in season, whenever they are asked for them, ... cabbage heads, ^{|12} 800 beets, 300 miscellaneous bunches of ..., ^{|13} 200 ... heads, 100 ..., 50 cucumbers, 1,000+ dates, ^{|14} 300 bunches of ..., 30 bundles of vegetables for ..., ... bunches of asparagus, 10 pints of snails, 15 bundles of ..., 50 bundles of sweet leaks, ^{|16} ... of kohlrabi (?), 60 clusters of grapes, 2,000 jujubes, 2,000 figs, ^{|17} 5 little baskets of ..., 100 green ..., 50 ..., ... palm-leaf dusters (?), ^{|18} and ..., or else they agree to pay themselves the price of the aforementioned choice products they do not give ^{|19} ...,

(d) *Considerans about the receipt of a loan by the lessees*

and Hermias, Hermias, and Isidora have received from Diodoros ^{|20} in cash and not through a bank, for the planting of the garden-tombs and for taking care (*of them*), an interest-free loan of 200 Ptolemaic silver ^{|21} drachmas, in exchange for which they agree themselves to pay after the five-year period ^{|22} to Diodoros the apparent value of the produce in the gardens associated with tombs, and if the loan of the ^{|23} 200 drachmas is waived, the evaluation will be of that which ... on behalf of the lessees ^{|24} in sixty days,

(e) *Considerans about the receipt of equipment*

and the lessees have received ... for cutting ^{|25} palm-trees and two (*date*) harvests and doors and keys and ... so that ^{|26} they themselves give (*them*) back to Diodoros after the time, while the repairs of the irrigation equipment and the water-lifting devices, ^{|27} whenever it is necessary, and the pulley hoists are the responsibility of Diodoros,

(f1) *Agreement proper: on the lessor's part*

(*Diodoros*) agrees that the lessees have a hold on what is ^{|28} or will be for the time (*of the lease*) and can carry off the produce, as long as they regularly pay the rent and the choice produce,

(f2) *Agreement proper: on the lessees' part*

^{|29} and the lessees agree to take proper care and do the necessary work at its season and ^{|30} in its proper time as best as they can, by digging and irrigating in an appropriate manner at the necessary times ... ^{|31} the produce at that time, and not to let (*anything*) go dry nor to harm (*anything*) nor to neglect any work ^{|32} of those that pertain to the well-being of the crops and also to take appropriate care of the trees that are there ^{|33} so that they grow and are in good shape and not to cut any one of them down and to plant others in the place of those that fail ^{|34} of the same kind in the very year (*they fail*) and in no way of lesser quality, while it is not permitted to them to abandon the ^{|35} lease within the time nor to drag their feet (*in paying*) the rent, and after this (*time*) has passed, to give back themselves ^{|36} what they have leased cultivated and in good shape as well as the doors and the water-lifting devices and also ^{|37} 200 stalks of lotus flowers in bloom in addition to the aforementioned ^{|38} evaluation (*of the standing crops*), because they are Diodoros's extra payment besides the evaluation (*of the standing crops*), and they will also bring in ^{|39} the crops from what they have leased to the walkway and they will hand them over clean and in good shape and ^{|40} sifted,

(g) *Penalty clause*

and if they transgress any (*of these provisions*) they agree that they themselves pay whatever of the rent they will owe ^{|41} as well as the 200 silver drachmas of the loan and the two drachmas per 100 drachmas each month interest ^{|42} and the damages and expenses and another 300 silver drachmas, while the right of execution (*of the claim*) belongs (*to Diodoros*) ^{|43} from the three, who are each other's guarantors for payment, and from one (*of them*), whomever of them he chooses, and from all their belongings just as if ^{|44} by virtue of a legal decision, and they agree not to adduce safe-conducts, or else they agree that they are ineffective, while Diodoros has the authority, if they break (*the contract*) in any way ^{|45} to evict them from the lease within the time and to lease it to others and exact the loss that will result ^{|46} from re-letting,

(h) *Obligations of the lessor*

and if they do everything accordingly, Diodoros agrees to confirm ^{|47} the lease for them for the time and the irrigation equipment ... water ... the ^{|48} water source in the irrigation equipment, and the lessees agree to give in addition to the aforementioned each month ^{|49} the ... that is theirs ... what they have leased, and Diodoros agrees not to neglect anything ^{|50} of the aforementioned ..., or else he agrees to be liable to the same penalty,

(i) *Additional stipulation*

and what remains of the crops that are still due (*to be harvested*)^{|51} within ... months (*corrected from: the present year*) ... part Diodoros has exchanged within the time ... and of the buyers ... of Diodoros (*crossed out: in accordance with the contract he has in his possession*), and even^{|52} if the lessees exit the lease after the time, the possibility to exchange the previously harvested crops will remain until^{|53} Mecheir of the last year with whatever the lessees exchange (*them*) for.

(j) *Date*

^{|54} Year 26 of Caesar (*Augustus*), Hathyr 28.