

BGU 4.1121

P.Berol. 13135 recto

Other edition: Hunt-Edgar, *Sel.Pap.* 1.41

Other translation: Hunt-Edgar, *Sel.Pap.* 1, pp. 125-129 (repeated in Johnson, *Roman Egypt*, pp. 359-360)

Scan: Berliner Papyrusdatenbank

Other texts on the same papyrus: two unpublished texts and one summary

Lease contract for a papyrus marsh (*synchoresis*)

August/September, 5 BC

(a) *Addressee*

<sup>1</sup> To Protarchos,

(b1) *Party 1*

<sup>2</sup> from Dionysia, the daughter of Achilleus, a citizen, with as guardian Eudemos, the son of (*blank*),

(b2) *Party 2*

<sup>3</sup> and from Hierax, the son of Tithoes, and from Papos, the son of Andronikos, both Persians of the *epigone*.

(c) *Considerans*

<sup>4</sup> Concerning the points at issue, we agree with one another on the following conditions, such that, since <sup>5</sup> Hierax and Papos have leased from Dionysia for three years from Thoth of the present <sup>6</sup> 26th year of Caesar (*Augustus*) the property that belongs to her and her minor son, <sup>7</sup> Achilleus, the son of Ptolemaios, near Arsinois alias Eurylochos's (*estate*) in the place called Kolpos, which (*property*) <sup>8</sup> Hierax, the son of Hierax, owned earlier with the current boundaries, which (*property*) borders on the place called Batheia, <sup>9</sup> the so-called *Dioiketes*'s (*estates*), Pisat, Emoui, and in part Telkaror, <sup>10</sup> a papyrus marsh at a fixed annual rent, free from all deduction <sup>11</sup> and expense, of 5,000 Ptolemaic silver drachmas, on the condition that <sup>12</sup> they will regularly pay these (*drachmas*) to Dionysia each year, paying from Thoth until Mecheir <sup>13</sup> each month 250 silver drachmas and from Phamenoth to Mesore <sup>14</sup> each month 583 drachmas, 2 obols,

(d1) *Agreement proper: on the lessor's part*

(*Dionysios*) agrees that on these (*conditions*) they themselves have a hold on the lease for the time, while it is not permitted <sup>15</sup> to them to pay the workmen who actually do the work on the lease (*d property*) wages greater than are given <sup>16</sup> in the Kolpos,

(d2) *Agreement proper: on the lessees' part*

and they agree that they will also pay each year a special <sup>17</sup> payment of 100 six-armloads <sup>18</sup> of papyrus, and they agree to work on the leased (*property*), <sup>19</sup> while keeping the equipment in working condition and the rest with due diligence, and they agree that they will not cut with mattocks <sup>20</sup> nor harvest out of season nor cut from rafts nor <sup>20</sup> work only a portion nor sell goods

made of rushes nor sublet to others nor pasture <sup>|21</sup> cattle in the marsh, neither their own nor those of others, and whatever (*cattle*) they find <sup>|22</sup> they agree that they will remove (*them*) at their own expense, and they agree that they will irrigate the marsh at the <sup>|23</sup> proper times and also dig the canals near themselves and the ditches <sup>|24</sup> and excavate (*them*) and irrigate (*them*) and make (*them*) navigable, just as they received them, <sup>|25</sup> at their own expense, and if it so happens that a legal action against them takes place or <sup>|26</sup> a flood or a cutting down of wood or a civic cause or a ... of taxes from a public cause <sup>|27</sup> or a stay or a ... or there is an act of God affecting the <sup>|28</sup> lease, there will be no responsibility (*for it*) on Dionysia's part, and it is not permitted <sup>|29</sup> to the lessees to abandon the lease within the time,

(e) *Penalty clause*

and if they transgress any <sup>|30</sup> of these (*conditions*) they agree that they are immediately liable to seizure and can be held under arrest <sup>|31</sup> until they ... and pay to Dionysia whatever they owe <sup>|32</sup> for the rent along with half as much again and of whatever delivery they do not make <sup>|33</sup> the going price at that time and another 1,000 silver drachmas as a penalty, <sup>|34</sup> and they agree that it is permitted to Dionysia, if they break the contract, to evict them within <sup>|35</sup> the time and to sublet to others and to exact the deficit <sup>|36</sup> caused by the re-letting, while Dionysia has the right of execution (*of the claim*) from the <sup>|37</sup> lessees and from any one (*of them*) and from whomever of them she chooses and from all their belongings <sup>|38</sup> just as if by virtue of a legal decision, while all safe-conducts (*and*) every kind of protection they adduce are ineffective,

(f) *Obligations on the part of the lessor*

<sup>|39</sup> and if they do everything in accordance with the <sup>|40</sup> aforementioned (*conditions*), Dionysia agrees that she will provide them with the lease continuously <sup>|41</sup> for the time and allow them to carry off the (*produce*) from it for <sup>|42</sup> themselves and not evict them within the time nor exact payments beyond (*those specified*), <sup>|43</sup> or else she agrees herself to pay the damages and expenses and the same <sup>|44</sup> penalty just as if by virtue of a legal decision, apart from the fact that the things agreed upon are effective,

(g) *Additional stipulation*

<sup>|45</sup> and the lessees will deliver the 100 loads at the Anolmethion <sup>|46</sup> harbor.

(h) *Joint request for registration*

We request (*registration*).