

BGU 4.1122

P.Berol. 13047 verso

Other edition: Montevecchi, *I contratti di lavoro* 2; Kloppenborg, *The Tenants in the Vineyard* 39

Other translation: Montevecchi, *I contratti di lavoro*, pp. 23-24; Kloppenborg, *The Tenants in the Vineyard*, pp. 480-481

Scan: Institute of Papyrology, Warsaw

Other text on the same papyrus: “col(umn)” above the text; BGU 4.1127 on the recto

Labor contract for a vineyard (*synchoresis*)

March 31, 13 BC

(a) *Addressee*

|<sup>2</sup> To Protarchos,

(b1) *Party 1*

|<sup>3</sup> from Gaius ...,

(b2) *Party 2*

and from Papos and Ptolemaios, both ... |<sup>4</sup> Persians of the *epigone*.

(c) *Considerans*

Concerning the points at issue, we agree on the following term, such that, since Papos and Ptolemaios |<sup>5</sup> have taken out (BL 1.443) from Gaius for planting and collection of the harvest |<sup>6</sup> for the period of three years from the present 17th year of Caesar (*Augustus*) two arouras that are in |<sup>7</sup> the vineyards (BL 1.444) that belong to him near the village of Taphilis ..., |<sup>8</sup> one in the plot with the sign of the Muses, the other in the plot with the sign of ... |<sup>9</sup> ... for the wage agreed upon for the two arouras of |<sup>10</sup> 450 Ptolemaic silver drachmas, of which they agree that they have received right away from |<sup>11</sup> Gaius ... in cash and not through a bank 200 silver drachmas, and the rest |<sup>12</sup> they will receive in two forthcoming installments, (*cancelled*: of which the first) in Mecheir of the upcoming |<sup>13</sup> 18th year of Caesar (*Augustus*), 125 drachmas, the second, the remaining |<sup>14</sup> 125 drachmas, during the collection (*of the harvest*).

(d) *Agreement proper: on the part of the laborers*

Papos and Ptolemaios agree that from now on they will complete |<sup>15</sup> the planting of the two arouras, by placing the shoots in ... |<sup>16</sup> ... with the appropriate depth, |<sup>18</sup> by cultivating |<sup>19</sup> and watering appropriately at the necessary times, while Gaius provides |<sup>20</sup> sufficient shoots for them for the planting and vine-props and bark and vine-stakes |<sup>21</sup> and the water in the tank, while it is not permitted to them (*Papos and Ptolemaios*) to abandon the employment |<sup>22</sup> within that time, during which (*time*), if some of the plants happen to (*fail*), they agree that they will plant replacements |<sup>23</sup> at their own expense in the same year and in no way of lesser quality, |<sup>22</sup> and in order for that man (*Gaius*) to be paid in full they agree that they will hand over |<sup>23</sup> the two arouras fully cultivated and flourishing and brought up to the same (*condition as they are now*),

(e) *Penalty clause*

<sup>|24</sup> and if they transgress any (*of these provisions*), they agree that they are immediately <sup>|25</sup> liable to seizure and can be held under arrest until they pay whatever of the wage they have (*received*) and <sup>|26</sup> whatever part they (*will*) receive along with half as much again and ... they damage twofold <sup>|27</sup> and the damages and expenses and a fine of 500 silver drachmas and the statutory penalty (*to the state*), while the right of execution (*of the claim*) belongs <sup>|28</sup> to Gaius from both of them who are each other's guarantors for payment and from one (*of them*) and from whomever of them he chooses and <sup>|29</sup> from all their belongings just as if by virtue of a legal decision, while all safe-conducts (*and*) every kind of protection they adduce are ineffective, <sup>|30</sup> while Gaius is authorized no less <sup>|31</sup> to remove them from his employment within the time when they break the contract and <sup>|32</sup> sublet (*the property*) to others and exact the expected loss because of re-letting,

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

<sup>|33</sup> and if they do each of these things accordingly, Gaius agrees to supply them with <sup>|34</sup> employment for the time and to pay the remaining part of their wage <sup>|35</sup> in the indicated installments, or else he agrees to pay the same penalty, <sup>|36</sup> while there remains (*the right of*) legal action for Gaius against Papos and Ptolemaios <sup>|37</sup> concerning (*other*) leases of the aforementioned property and ... they owe (*him*) <sup>|38</sup> without an agreement in the vineyard properties ...

(g) *Joint request for registration*

We request (*registration*).

(h) *Date*

Year 17 of Caesar (*Augustus*), Pharmouthi 5.