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Papyrus Petra Pierre M. Bikai
(donated by the Joukowsky Family Foundation)

51. EMPHYTEUTIC LEASE

Inv. 86 recto
Field No. XIIIk
Glass Plates 322–30, 333–34
Plates XI–XXI

18 x ca. 280–90 cm
left margin 2–2.5 cm

528 / 543 / 558 / 573

This text derives from a roll written on both sides of the papyrus: **51** is located in the inside of the roll (*recto*), while the outside (*verso*) was later used for a totally different document, **52**. There are many such double-sided rolls among the Petra papyri, and most of them appear in this volume, while not a few are too damaged to deserve publication. Carbonized papyri with writing on both sides are especially difficult to handle, because they cannot be glued to Japanese paper but remain extremely brittle between the glass plates. Hence, they easily deteriorate during the editorial process. On the other hand, the nature of a double-sided papyrus also sometimes makes it easier to verify the placement of isolated fragments.

The text was written *transversa charta*, running from the roll's core to the uppermost layers. Only the left side has been preserved. The usual widest extant dimension throughout the papyrus is 17–17.5 cm, but a few fragments preserve 18 cm. Since the left margin is 2–2.5 cm, there is around 15 cm of text (26–29 letters). The normal width of the Petra papyri was around 26–29 cm (see P. Petra III, p. 2). The expected restorations in the early part of the text suggest that the lines cannot have been much longer than 24 cm, meaning that the scribe would have left a margin of at least 1–2 cm at the line-ends (see ll. 13, 18, 22, 32, 48, 141), an amount not unexpected for a carefully written text. Consequently, only 8–10 cm of text (on average 15–20 letters) is missing from the best-preserved lines. Most lines thus had 40–45 letters.

It is noteworthy that the papyrus was not evenly rolled when it was burnt. The outermost fragments in the reconstructed roll move ca. 4 cm to the right between frs. K₁-31 and K₁-40 (ll. 100–65). This skew to the right means that increasingly less of the left margin is visible after ca. l. 100 until it entirely vanishes after l. 140. Hence, as much as 17 cm of text is preserved in the last parts of the document. After l. 170, the skew increases to perhaps around 7 cm, but the exact horizontal placement of the last fragments remains quite uncertain anyway. There is only one certain similar case attested among the Petra papyri, and it may be connected with the fact that these two documents were very loosely rolled.¹ Here, even the innermost layers measure ca. 4 cm in height. Remains of a textile string were found next to the roll, perhaps once attached around it and a smaller roll underneath. For the smaller roll, see Introduction to **53**.

1. In a column text, **55**, the folds were askew like in **51/52**, so that increasingly less of the top of each column is extant. In contrast, another very loosely rolled document, **2**, has the left margin preserved throughout the roll, so it must have held its straight form after falling to the floor. Of course, many rolls are so poorly preserved that it is impossible to estimate how their folds might have moved during the fire.

The papyrus is one of the more extensive Petra documents, approximately 280–90 cm in its present state. Both the beginning and the end of the document were cut away in antiquity, before the reverse side was used for a new text. What is missing from the beginning is the dating formula, the presentation of the parties, and the background of and reasons which had led to the agreement. Accordingly, the preserved text begins immediately with the contract proper and, as it happens, the roll also ends approximately with its final clauses or perhaps in the middle of the first signature (see ll. 176–79 comm.). It is difficult to ascertain if the manner in which the roll was cut was just accidental or intended to invalidate the text when the roll was reused. The document must have originally been at least 350 cm long.

The sheet joins (*kolleseis*) of the roll appear at regular intervals of 11–12 lines. As the distance of individual lines is 15–16 mm throughout the document, the sheets must have been ca. 17 cm high, within the common range of 14–23 cm in the Petra rolls (see P. Petra III, p. 2). The roll ends abruptly in a *kollesis*, where some 0.5 cm of the next sheet is preserved.

The text is written in a large, clear, professional upright cursive that resembles the hands in **29–31**, though it is slightly less careful. The scribe is very consistent in his orthography, only sometimes writing an *iota* instead of ϵ . He marks initial *iota* and *upsilon* (except in l. 80) with a trema throughout the text. The two recurring honorific titles are treated very systematically: $\mu\epsilon\gamma\alpha\lambda\omicron\pi\rho\epsilon\pi\acute{\epsilon}\tau\alpha\tau\omicron\varsigma$ is always abbreviated, while $\alpha\acute{\iota}\delta\epsilon\kappa\iota\mu\acute{\omega}\tau\alpha\tau\omicron\varsigma$ is always written in full.

The agreement concerns an emphyteutic (perpetual) lease of land. A fragment of the oath formula (l. 153) shows that the reigning emperor was either Justin I, Justinian, or Justin II. Moreover, the text specifies that the lease will begin in the seventh indiction year. While this can refer either to the current year or to the next, the latter seems slightly more probable (see ll. 4–5 comm.). In any case, the contract was probably drawn up not long before the new indiction, that is, in the same Julian year. This would give us four possible years during the reigns of Justinian and Justin II (there was no seventh indiction while Justin I was emperor): 528, 543, 558 and 573. The name of Justin would fit the available space slightly better than Justinian, but this would not be a compelling enough corroboration for the latest of the four possible years (for prosopographical considerations, see below).

The lessee is called Patrikios, defined with the lofty honorific title $\mu\epsilon\gamma\alpha\lambda\omicron\pi\rho\epsilon\pi\acute{\epsilon}\tau\alpha\tau\omicron\varsigma$ (corresponding to the Latin *magnificentissimus*), while the lessor is Gessios, who has the somewhat humbler honorific $\alpha\acute{\iota}\delta\epsilon\kappa\iota\mu\acute{\omega}\tau\alpha\tau\omicron\varsigma$. The text provides no further information on these two gentlemen, since no patronymics appear in the extant parts.² The honorific $\alpha\acute{\iota}\delta\epsilon\kappa\iota\mu\acute{\omega}\tau\alpha\tau\omicron\varsigma$ is, in Petra, typically used for tax collectors, who often, if not always, belonged to the curial class. The name Gessios or Gesios appears several times in other Petra papyri, representing at least two (and possibly more) individuals, including a son of Euthenios, a son of Obodianos, and a father of Diphilos (see Index V, and **29** 289 comm.).

Patrikios, too, was a rather common name in Petra. The lessee of the present text can most likely be identified with Patrikios, son of Ailianos, who figures in **50** (528/29?), **22** (540/41), **23–24** (544), **45** (544), and **47** (557/58 or 572/73). In the earliest document, he has the less elevated title $\lambda\alpha\mu\pi\rho\acute{\omicron}\tau\alpha\tau\omicron\varsigma$, but, since 544 at the latest, he carries the title $\mu\epsilon\gamma\alpha\lambda\omicron\pi\rho\epsilon\pi\acute{\epsilon}\tau\alpha\tau\omicron\varsigma$ (see Introduction to **50** and, for an earlier mistaken identification, Introduction to **45–47**). Given the attested chronological span of these documents, the most likely date for **51** would be 543 or 558. However, even 573 would not be impossible—Patrikios may have been in his 60s or 70s at that time. The year 528 might safely be excluded because Patrikios was then only $\lambda\alpha\mu\pi\rho\acute{\omicron}\tau\alpha\tau\omicron\varsigma$. Admittedly, this identification as a whole is not absolutely secure, because it rests entirely on the use of a particular honorific title ($\mu\epsilon\gamma\alpha\lambda\omicron\pi\rho\epsilon\pi\acute{\epsilon}\tau\alpha\tau\omicron\varsigma$).

2. For the possibility that Patrikios' father was called Megethios, see l. 140 with comm.

Another Patrikios, son of Diphilos, appears in 3–5 (538), 35–36, and 67 (569). He is, in 538, titled no more loftily than λαμπρότατος, but he might quite possibly have acquired a more grandiose honorific later, as Patrikios, son of Ailianos, clearly did. The implications for the date would be the same in the case of both men. Or course, the Patrikios of 51 may not be identical with either of them. The name appears additionally a few times in Petra as a patronymic (see Index V).

The document's importance derives from the fact that existing emphyteutic contracts from this period are rare in spite of the overall abundance of sixth-century papyri from Egypt.³ There is one Byzantine Latin example among the Ravenna papyri, which displays some natural similarities with the Greek ones.⁴ Perpetual leases were typically granted by churches, or at least so it has been thought, whereas here the lessor is a private individual. An emphyteutic lease guaranteed a permanent flow of income for the owner without any trouble. The lessees were entitled to use the property as long as they paid the annual rent, and they were even allowed to alienate their right to it. This right (*ius emphyteuticarium*) was regarded as one different from that of ownership or lease.⁵ In an extensive division of property in Petra, one plot was probably under emphyteutic lease.⁶

As the annual rent was four-and-a-half *solidi*, a substantial sum, the land area (γεωργία) under lease must also have been considerable. Its name and size have been lost from the beginning of the text. Apart from the rent, the document seems to have included a number of further details on the contract, such as taxes, irrigation, and additional recompenses, none of which can any longer be reconstructed. The surviving clauses include mainly repetitive phrases on payments, guarantees and penalties, common to all kinds of agreements in Petra. They also include a rare mention of tenants (*coloni*, γεωργοί) in Petra (see l. 25 with comm.).

It is difficult to imagine why the document was discarded and the roll reused, because an emphyteutic lease was meant to be perpetual and, thus, its documentation would have been worth preserving indefinitely. Perhaps the terms of the agreement had been changed at some stage and a new contract was drawn up. However, we cannot exclude the possibility that the scribe made some grave mistake at the end of the document and decided to reject what he had written, so that the roll was kept only because the reverse side could be used as writing material for drafts or other ephemeral texts.

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- 1 traces
 γεωργίαν τὸν εἰρημένον μεγαλοπ[ρε(πέστατον) Πατρίκιον. ἐπειδὴ]
 συνεδόκει τ[αύ]τη[ν] αὐτῷ ἐμφυ[τεύσασθαι παρὰ Γεεζίου]
- 4 τ[οῦ α]ἰδ[ε]ι[μωτά]του ἀπὸ τῆς [μελλούσης cὺν Θεῷ εἰσιέναι]
 ἐβδόμης [ἰ]νδικτίονος καὶ εἰς τ[ὸν ἐξῆς ἅπαντα χρόνον]
 [ἐτ]η[σίω] φάκτω ἥγουν ἐμφυτεύματι [χρυσίνων τεσσάρων]
 ἡμίσεως εὐστάθμων δοκίμων κ[c. 18]

3. Only four parallels exist: P. Lond. II 483, pp. 323–29 (616), P. Cair. Masp. III 67298 and 67299 (both possibly from the end of Justinian's reign), and the quite fragmentary SB XX 14713 (6/7th c.). See also P. Oxy. LV 3803 (411), evidently a perpetual lease, though the word emphyteusis is not used.

4. P. Ital. II 44 (c. 640–70). Another Italian document, P. Ital. II 45 (8th c.), is too fragmentary, but a number of medieval texts from the subsequent centuries offer further parallels for this document type, fully discussed in P. Ital. II, pp. 152–85. In Italy, a perpetual lease was established by two consecutive deeds, a petitio by the lessee and a subsequent praecipio by the lessor, both drawn up in the first person. The relationship between the Latin documents and Byzantine Greek ones is not clear, see p. 171.

5. For a church as a lessor, see also P. Michael. 41.3–5 (539/54). A receipt of an emphyteutic rent, P. Giss. 106 (6th c.), and an item in private accounts, P. Oxy. LV 3805.12 (after 566), indicate private individuals as lessors. See Inst. Just. 3.24.3; Cod. Just. 4.66.1–4; Nov. Just. 7; 120; Kaser, *Privatrecht*, II, 308–12; Simon, *Emphyteuserrecht*; and P. Petra II, pp. 7–10, with further literature.

6. See 17 162–63 and P. Petra II, pp. 7–10, with further literature.

- 8 [. . .]ου . [.]c καὶ μεταξὺ αὐτῶ[ν c. 20]
κ[αὶ ἀ]δ[ό]λω[c] καὶ ἀπεριγράπτω[c εἰς τοῦτο τὸ ἐμφυτευτικὸν]
ἔγγραφον ἐλ[η]λύθασιν οἱ α[ὐ]τοὶ Π[ατρίκιος μεγαλοπρε(πέστατος)]
καὶ Γέσσιος αἰδεσιμώτατος. καὶ ὁμο[λογεῖ ὁ αὐτὸς μεγαλοπρε(πέστατος)]
- 12 Πατρίκιος τῆ ἡμέρον ἡμέρα ἐ[μ]φυτεύσασθαι ἰδίω[ν]
[αὐτοῦ κινδύνω] καὶ πάσης τῆ[ς αὐτοῦ ὑποστάσεως]
καὶ περιουσίας νυνί τε οὕσης κα[ὶ ἐ]σομένης c. 9]
τοῦ εἰρημένου αἰδεσιμωτάτου Γεσσ[ίου πάσαν τὴν προ-]
- 16 γεγραμμένην ἐπίρυτον γεωργίαν [μετὰ πάντων τῶν ἐπι-]
βαλλόντων αὐτῇ καὶ ἐξ ἔθους π . [c. 17]
[c. 11] τῶν αὐτῆ παγ[τ]οίων φυτῶν ἐγκάρπων]
τε καὶ ἀκάρπων καὶ παντὸς αὐτ[ῆ]ς δικαίου εἰς αὐτὸν]
- 20 καὶ εἰς κληρονόμους, διαδόχους κ[αὶ διακατόχους αὐτοῦ]
ἐμφυτευτικῶ δικαίω ἀπὸ τῆς με[λλούσης 6–12]
[. . .] . [.] . [.] α[.] ἐβδόμη ἰνδικ[τί]ονος καὶ εἰς τὸν ἐξῆς]
ἅπαντα χρόνον, ἐφ' ᾧ τὸν [αὐτὸν μεγαλοπρε(πέστατον) Πατρίκιον]
- 24 καὶ τοὺς αὐτοῦ κληρονόμους, διαδ[ό]χους καὶ διακατόχους,
εἴτε διὰ ἰδίων αὐτοῦ γεωργῶν, εἴτε διὰ ἀνδραπόδων, ὧν]
ἂν βουληθεῖ, ἰδίω αὐτοῦ κινδύνω κ[αὶ ἰ]δίω ἀναλώμασιν]
καὶ πόνοις φροντίζειν τῆς ε[ἰ]ρη[μένης c. 12]
- 28 κ[α]ὶ κ[α]λλ[ι]εργίας καὶ τῆς [c. 22]
τῆς αὐτῆς γεωργίας ὥστε εἰς κ[c. 19]
εὐπρεπέστεραν ἐλθεῖν ὄψιν καὶ τ[c. 17]
προσόδους καὶ πάσαν ἐπικέρδια[ν c. 13 ἀπο-]
- 32 διδόναι καὶ καταβάλλειν τῷ αἰδ[ε]σιμωτάτῳ Γεσσίῳ ἢ τοῖς
κληρονόμοις αὐτοῦ διαδόχο[ις καὶ διακατόχοις 0–6]
λόγω ἐτήσιου φάκτου ἥτοι [ἐμφυτεύματος ὑπὲρ τῆς αὐτῆς]
γεωργίας τοὺς προγεγραμμένου[ς χρυσίνους τέσσαρας]
- 36 ἡμῖν εὐστά[θ]ιμους, καταβληθησομ[ένους c. 13]
πληρώσεως ἐκάστου ἰνδικτο[.]δ[c. 15]
τοῦ αὐτοῦ αἰδεσιμωτάτου Γεσσίου[ν c. 17]
. γ του ἢ εκ[. .] [c. 25]
- 40 πράττοντος γεινομένων τ[c. 20]
ἢ τοῖ[ς] κληρονόμοις αὐτοῦ, διαδόχ[οις καὶ διακατόχοις 0–4]
[c. 7] καταβάλλειν πρὸς τούτοις κα[ὶ c. 18]
αὐτῆς γεωργίας καθ' ἕτος εκ . [c. 18]
- 44 [c. 10] καὶ τὴν ἐπικ[έρ]διαν c. 16]
καὶ τῆς περ[ὶ] τούτων ὀχλή[σεως c. 17]
ἐλεύθερον καὶ ἀμεθοδευτητὸν κ[c. 10 τὸν αὐτὸν]
αἰδεσιμώτατον Γέσσιον καὶ οὕτως [c. 17]
- 48 τὸν αὐτὸν μεγαλοπρε(πέστατον) Πατρίκιον μ[ετὰ τῶν κληρονόμων]
αὐτοῦ διαδόχων, διακατόχων [c. 18]
αὐτῆς ἐμφ[υ]τευθείσης α[c. 25]
πληροῦντα τά τε εὐσεβῆ τελ[έ]σ[ματα c. 15 τὸ]
- 52 εἰρημένον ἐτήσιον ἐμφύτευμα . [c. 8 χρυσίνων]
τ[ε]σ[σ]άρ[ων] ἡμῖν εὐστάθμων τ[c. 17]

- μετὰ π[α]ντὸς αὐτ[ῆς] δικαί[ου] c. 19]
καὶ νυνὶ οὕτως διακατοχὰς . [c. 19]
- 56 ἐξουσιάζειν κυρίῳ[c] κατὰθ[ε] . [c. 20]
χρᾶσθαι, ἐπιμελεῖσθαι, φιλοκ[αλεῖν,
νέμεσθαι, πωλεῖν, ὑποτίθεσθαι, χ[c. 13]
[] μετα[λ]λά[ε]ειν, ἐκχωρεῖν, . [c. 22]
- 60 [] δ[ια]δ[ό]χοις καταλ[ι]μπά[ν]ειν c. 22]
[] διδόναι καὶ ἀπλῶς [εἰπεῖν c. 19]
ὡς ἂν ἔληται κ[. . .] [c. 23]
καλῶς κειμένων νόμων [. . .] [c. 19]
- 64 [] [. . .] ἐμφυτευταῖς, ἐφ' οἷς εἰς το[. . .] c. 17]
[ἐμ]φυτε[ύ]ονται πραγμασει [c. 17]
αὐτῆς [γε]ωργίας ἢ μέρος αὐτῆ[ς] c. 17]
ἢ ἀντιλέγοντος τοῦ [. . .] [c. 11 μεγαλοπρε[πεστάτω]
- 68 Πατρικίῳ μηδὲ τοῖς αὐτοῦ κληρονόμοις διαδόχοις 0–5]
ὁμολογεῖ γὰρ οὐδὲν ἦττον ὁ εἰρημένος αἰδεσιμώτατος]
[Γέσσιος] βεβαιοῦν καὶ καθαροποιεῖ[ν αὐτὸν καὶ τοὺς]
[κληρο]νόμους αὐτοῦ διαδόχους τῷ μ[εγαλοπρε[πεστάτω] Πατρικίῳ καὶ]
- 72 κληρονόμοις αὐτοῦ διαδόχοις [καὶ διακατόχοις αὐτὴν]
μετὰ παντὸς αὐτῆς δικαίου [c. 19]
. . . [. . .] [c. 30]
προσώπου καὶ ἐπενεχθησο[μένου] c. 13]
- 76 πράγματος καὶ πάσης ζητήσεως c. 15]
[. . .]ης κατὰ τὸν τῶν τελίων καθα[ροποιήσεων καὶ]
[τῶν βεβαι]ώσεων νόμον, τοὺς μ[c. 15]
[c. 7]ου ἐμφυτεύματος χρυσί[νους] c. 12]
- 80 [c. 6]ον ὑπὲρ τῆς αὐτῆς [c. 22]
καὶ τῶν ἐπὶ τούτοις . . . [c. 23]
[ὁ] εἰρημένος μεγαλοπρε[πέστατος] Πατρικίος [μετὰ τῶν κληρονόμων]
αὐτοῦ διαδόχων καὶ διακατόχων c. 15]
- 84 [c. 9] καὶ ἀνενδότως καὶ [c. 15]
[καὶ ἀδιακ]ρόφως καὶ δίχα πάσης c. 9 ἢ οἰαδῆ-]
[ποτε νο]μίμου παραγραφῆς καὶ [c. 19]
[. . .] δεδή[λωται] παση[c. 24]
- 88 τῇ αὐτῇ γεωργίᾳ καὶ τοῖς ἐξ . [c. 19]
οἰοδ[ή]ποτε καὶρῶ συμβαίνει μ[c. 12 τὸν]
[αὐτὸν μεγα]λοπρε[πέστατον] Πατρικίον καὶ κληρ[ονόμους αὐτοῦ]
[διαδόχους καὶ] διακατόχους μηδ . [c. 17]
- 92 [c. 10]ου αὐτοῦ διαδόχου[c. 19]
[c. 9] καὶ τε μὴ ποιη[c. 22]
[c. 8]ε . . . ον, ὅπερ μὴ [γένοιτο, c. 18]
καὶ τε ἐπιμελέθη, καὶ τε ἀμελ[έθη] c. 15 οἰα-]
- 96 δήποτε δικαιολογία ἢ νόμ[c. 22]
[. . .]η κ[α]ταβολὴ τοῦ αὐτοῦ ἐτησίου ἐμφ[υτεύματος] 6–10]
[. . .] εὐσεβῶ[ν] τελεμάτων καὶ τῶν ε[c. 16]
[c. 10]φερτων αἰ . . . ερτων α[c. 18]

- [προς]ώπων οὔτε δια . . . ε. [c. 23]
 [μεγίστη]ς προσητάξεως ἢ ἐτέρ[ac οἰαοδήποτε δίκης 5–9]
 148 [. . .]. [c. 6], [. . .] λ [c. 31]
 ἐξ οἰαοδήποτε προφάσεως [c. 23]
 ἀνατροπὴν τινος τῶν παρ' αὐτῶν ὁμολ[ογημένων 5–9]
 [ἐξ]ωμόσαν[το Ἁγί]αν ὁμοούσιον Τριάδα καὶ [c. 14]
 152 [c. 15 εὐ]ξεβεστᾶτου ἡμῶ[ν δεσπότη 5–9]
 [c. 13], Φλ(αοῦ) Ἰουστίν[. . . τοῦ αἰωνίου Αὐγούστου]
 [καὶ αὐτ]οκράτ[ορο]c. εἰ δέ τις τῶν [c. 21]
 [.] οc π[ει]ραθείη ἀνατρ[έψαι c. 20]
 156 [c. 14], [. . .] [c. 29]
 [κ]αταβάλλειν τῷ ἐτέρῳ μέρει [c. 17 καὶ ὑπὲρ]
 [αὐ]τοῦ μόγου τοῦ ἐγχειρήματος χρυσίνουc . . [c. 15]
 καὶ πᾶσαν ζη[μία]ν καὶ βλάβην ἐντιθὲν αὐτ[c. 11]
 160 [. . .] [c. 15], . . τῆς ἐπιρκί[ac c. 15]
 traces
 letters
 letters
 164 traces or missing
 [δια]δόχοιc τὸ ἱκανὸν περιποιη[c. 21]
 [c. 15] καὶ ἐπὶ τούτοιc ὑπέθεντ[ο c. 11]
 [c. 15 πάν]τα αὐτῶν τὰ ὑπάρχον[τα καὶ ὑπ-]
 168 [ἀρξοντα πράγματα κεινητὰ] κ[αὶ] ἀκε[ίνητα καὶ αὐτο]
 [κείνητα c. 35]
 letters
 letters
 172 [c. 8], . . κα . . . προσωπ . . κ. [c. 21]
 [c. 8] ἐγένετο τῆc[δ]ε τῆc ἐμφυτευτικ[ῆc c. 13]
 [ἰσότυπα δύ]ο, ἐκ[α]τ[έ]ρω μέρει ἔν, ἅπερ ὑπογραφόμενα [κύρια]
 [ἔ]σται καὶ βέβαια καὶ ἰσχυρὰ πα[γ]ταχοῦ προφερόμενα. [1–6]
 176 [†] Φλ(άου)ιος) Πατρί[κιος]
 letters or missing
 letters or missing
 letters or missing
 180 [c. 8 καὶ ἀρ]μόσαι δυναμένη προσ[c. 13]
 [c. 8 τοῦ ἐ]μφυτευτικοῦ συναλλάγματος δ. [c. 8]

5 ἰνδικτίωνοc 10 ἐληλύθασιν 16 ἐπίρρυτον 22 ἰνδικτίωνοc 31 ἐπικέρδειαν 40 γινομένων 43 κατ' ἔτοc 44 ἐπικέρδειαν
 48 μεγαλοπρ^ε Pap. 77 τελείων 82 μεγαλοπρ^ε Pap. 90 μεγαλ[ο]πρ^ε Pap. 95 ἐπιμελήθη ἀμελήθη 103 μέρεcιν
 105 μεγαλοπρ^ε Pap. 111 μεγαλοπρ^ε Pap. 126 μεθοδείαc 141 μεγαλοπρ^ε Pap. 143 ἐπιχειροῦcιν 153 φλ^δ Pap.
 168 κινήτὰ ακίνητα αὐτοκίνητα 176 φλ^δ Pap.

TRANSLATION

(Lines 2–11) . . . field, the said most magnificent [Patrikios. As] he agreed to take it on perpetual lease [from the most respectable Gessios] from the [coming, God willing,] seventh indiction year and [forever thereafter], for an annual *pactum* or emphyteutic rent of [four-]and-a-half [gold coins], of full weight and approved . . .

and between them . . . the same [most magnificent Patrikios] and the most respectable Gessios arrived . . . and without treachery and sincerely [at this emphyteutic] written contract.

(Lines 11–37) And [the same most magnificent] Patrikios agrees today [to take on perpetual lease, at his personal risk] and with the liability of all [his] present and [future property] and estate, [from] the said most respectable Gessios [himself, the entire, above-]written well-watered field, [with all that] belongs to it and habitually . . . with all sorts [of plants, with] or without fruits, and with all its [rights, to him] and to [his] heirs, successors [and inheritors], as an emphyteutic lease, from the [coming . . .] seventh indiction year [and forever] thereafter. This takes place on condition that the [same most magnificent Patrikios] and his heirs, successors [and inheritors], either through his own tenants or [through slaves], as he wishes, with his own risk [and his own expenses] and labor, will take care of the said . . . and good cultivation and . . . the same field, so that . . . becomes more comely . . . revenues and all the profit . . . and he will bestow and pay to the most respectable [Gessios or] his heirs, successors [and inheritors] as an annual *pactum* or [emphyteutic rent for the same] field the above-written, [four-]and-a-half [gold coins], of full weight, to be paid . . . completion . . . each . . . indiction . . .

(Lines 38–68) . . . the same most respectable Gessios or to his heirs, successors, [and inheritors . . .] pay in addition to these and . . . the same field, every year and the trouble over these . . . free and not liable to payments . . . [the same] most respectable Gessios and thus . . . the same most magnificent Patrikios with his [heirs], successors, inheritors . . . taken on perpetual lease . . . paying the imperial taxes . . . [the] said annual emphyteutic rent . . . of [four-]and-a-half [gold coins], of full weight . . . with all its rights . . . and present possessions . . . have ownership legally . . . use, care for, repair, . . . hold, sell, mortgage, . . . exchange, cede, . . . leave to [the heirs and] successors . . . give, and in one word . . . as he chooses . . . the fair laws . . . to the emphyteutic lessees, on condition that . . . take on perpetual lease . . . the same field or part of it . . . or disputing . . . for [the most magnificent] Patrikios or for his heirs [or successors].

(Lines 69–110) For the said [most respectable Gessios] agrees just as much that [he and] his heirs and successors will secure and clear [it] for the [most magnificent Patrikios and] his heirs, successors [and inheritors], with all its rights [from every] person and any future claims . . . matter and every inquiry . . . in accordance with the law concerning full clearances [and] sureties . . . emphyteutic rent, gold coins . . . for the same . . . and on these conditions . . . [The] said most magnificent Patrikios, [with] his [heirs,] successors and inheritors . . . and steadfastly and . . . [and] firmly and without all . . . [or any] legal demurrer and . . . has been reported, all . . . the same field and the . . . at any time happens that . . . [the same] most magnificent Patrikios and [his] heirs, [successors and] inheritors not . . . his successors . . . And if . . . is not done . . . let it not [happen] . . . and whether it would be cared for or neglected . . . any plea or legal . . . payment of the same annual emphyteutic rent . . . [the imperial] taxes and the from all liable, the said field . . . the parties agreed that . . . the most respectable Gessios . . . six [gold coins] to the most magnificent Patrikios . . . [at his personal] risk and with the liability of his [property] . . . to irrigate six gold coins . . . [he] paid to the [most magnificent] Patrikios . . .

(Lines 111–30) The same most magnificent Patrikios agrees . . . and having been paid the expenses . . . being obliged to cultivate and . . . field and . . . [him] and his heirs failing, whichever kind it is, and . . . approved and agreed . . . despondency or arrogance . . . by the most magnificent Patrikios . . . his heirs, successors [and inheritors . . . concerning] the rendering and payment [of the above-written] annual emphyteutic rent imperial taxes and . . . collecting them . . . [the same] most respectable Gessios or [his heirs] . . . expenses . . . with or without a court [in any . . .] way.

(Lines 130–60) The same . . . agrees render and preserve . . . and to his heirs and successors . . . for arrogance to the . . . mentioned below . . . parts . . . which they had agreed upon . . . they regard and [will] always [regard] firm . . . written The same most magnificent Patrikios and [the most respectable Gessios] with their heirs, successors and inheritors . . . to those who attempt to transgress or false persons nor . . . or [highest] command or [any] other [decision of court] on any pretext . . . overturning any of the matters they have agreed upon . . . they swore by the Holy consubstantial Trinity and . . . our most pious [Lord . . .] Flavius Justinus / Justinianus, [eternal Augustus and] Emperor. If any of the . . . tries to overturn pay to the other party [. . . and for] the mere attempt . . . gold coins . . . and all penalty and damage, placed . . . perjury . . .

(Lines 165–81) . . . give security [to him and to his heirs and] successors . . . and for this they pledged . . . [all] their present [and future property, movable,] immovable, [and self-movable] [Two identical copies] of this emphyteutic [agreement] have been made, one for each [party], which, subscribed, [will be valid and firm and secure] wherever they are presented. . . . Flavius Patrikios [which belong or] could belong . . . the emphyteutic contract . . .

COMMENTARY

3 συνδοκέω τινι with the meaning “they agree,” appears in the aorist indicative or passive perfect participle in several Petra papyri (see Index) but is found in Egypt only a few times, in the aorist participle, συνδόξαα, e.g., P. Köln VII 323.16 (7th/8th c.); SB VI 9193.17 (527–65). Here, the verb is used exceptionally in the imperfect. Afterwards, τ[αύ]τη[v] is the most logical restoration, though some ink traces between the two *taus* do not quite match.

ἐμφυ[τεύσασθαι παρὰ Γεσσίου]: for ἐμφυτεύω in the middle voice (“take on lease”), cf. l. 65, and see Avotins, *Code of Justinian*, 54, and P. Cair. Masp. III 67299.30. Gessios’ name should be preceded by εἰρημένος or αὐτός, as he had certainly been mentioned before, but there is no space for it (cf. l. 11 comm.).

4–5 ἀπὸ τῆς [μελλούσης ἐν Θεῷ εἰσιέναι] ἑβδόμῃς [ἰ]νδικτίονος: a simple παρούσης (“current”) would not fill the gap. As ll. 21–22 have ἀπὸ τῆς με[], it seems more probable that the text refers to the next indiction year. The gap can easily be filled with μελλούσης ἐν Θεῷ εἰσιέναι, “the coming, God willing,” for which cf. 3 8 (ἐν Θεῷ is omitted in 4 13 and 5 6, 13–14). Note, however, that these words are not sufficient for the gap in ll. 21–22. The following phrase, εἰς τὸν ἕξῃς ἅπαντα χρόνον], recurs in ll. 22–23.

6 [ἐτ]η[σίω] φάκτω ἦγουν ἐμφυτεύματι: the words πάκτων and ἐμφύτευμα, which recur in this document, were used together as well as separately for the rent of an emphyteutic lease, see P. Cair. Masp. III 67298.40; 67299.40; and P. Lond. II 483.48, 93–94. The incorrect form φάκτων has not been attested before, but it can be explained by a confusion between aspirated and unaspirated consonants, see Gignac, *Phonology*, 90–92.

6–7 ἐμφυτεύματι [χρυσίων τεσσάρων] | ἡμίσεως εὐστάθμων δοκίμων: these lines presented the amount of gold coins paid annually as the rent. Missing is the cardinal number which precedes ἡμίσεως (“half”) at the beginning of the next line. Unfortunately, the numeral is lost also in the parallel in ll. 35–36 and quite uncertain in ll. 52–53. The number of letters missing at a line-end can be estimated only indirectly by the length of the word at the beginning of the next line, which would not have fit before the right margin of the preceding line. As ἡμίσεως is not a short word, the lost word may have had 2–12 letters, meaning that almost any numeral could appear in ll. 6 and 35. However, in ll. 52–53, the gap before ἡμίσεως is at the beginning of the line. The surrounding lines have mostly 9–10 letters in the corresponding space. Since the word before the lost numeral was certainly χρυσίων, with eight letters and since it is not certain whether χρυσίων was placed at the end of l. 52 or the beginning of l. 53, the numeral could, in theory, be either very short (either δύο or ἕξ) or quite long, which would mean that the gold coins would have numbered between thirteen and nineteen. Such a rent would appear rather high, unless the area leased was vast: in Egypt, 17.5 arouras (five hectares) were leased for less than two gold coins, see P. Lond. II 483. However, the uncertain traces in the line suggest that the correct numeral would rather be τ[ε]ρ[σά]ρ[ων]. Although these ambiguous marks are the only piece of hard evidence to determine the rent, the reasoning seems compelling enough. The numeral ἕξ in l. 108 probably does not refer to the rent, because it is not followed by ἡμισυ. The terms defining the coins, εὐστάθμων δοκίμων (“of full weight and approved”), very common in Egypt, do not appear in other Petra documents.

9–10 κ[αὶ ἀ]δύλω[σ] καὶ ἀπεριγράπτω[σ] εἰς τοῦτο τὸ ἐμφυτευτικὸν ἔγγραφο ἐλ[η]λύθασιν: cf. P. Lond. II 483.20: εἰς ταύτην ἐλύθησιν τὴν ἔγγραφον καὶ ἀπαράβατον ἐμφυτευτικὴν ὁμολογίαν. For ἀδύλωσ καὶ ἀπεριγράπτωσ, a phrase not attested in Egypt, cf. 31 32 with comm. The word ἔγγραφος (“written”) is, in our papyri, used mostly as an adjective, but sometimes as a noun (“written document”).

11 καὶ ὁμο[λογεῖ ὁ αὐτὸς μεγαλοπρε[πέτατος]: the available space is somewhat narrow for this restoration, which gives 49 letters for the line. Possibly ὁ αὐτὸς was omitted, as in ll. 3 and 32.

14 The space at the end of this line is too wide to be filled with a simple παρά (though παρ’ αὐτοῦ would do). On the other hand, it may have contained a verb in the genitive of a participle, like ἐκχωρήσαντος (but shorter), denoting that Gessios had ceded the property to Patrikios and his heirs (required by [εἰς αὐτὸν] καὶ εἰς κληρονόμους, ll. 19–20); cf. P. Lond. II 483.21–25.

16 ἐπίρτυον: in 25 16 the word (“well-watered”) is also spelled with a single *rho*. See 25 4–5 comm. for the meaning.

16–17 [μετὰ πάντων τῶν ἐπι]βαλλόντων αὐτῇ καὶ ἐξ ἔθους π[ι] : the following word or words should express something which habitually belongs to a field and comes with it. The letter following the *pi* is most probably an *omikron*, possibly *alpha* or *omega*, less likely *rho* or *epsilon*.

18–19]τρῶν αὐτῇ παντ[σίων φυτῶν ἐγκάρπων] τε καὶ ἀκάρπων: cf. 31 71–72, and, e.g., P. Dura 26.11 (227); P. Cair. Masp. I 67006v.51–55 (c. 566–70); III 67313.40 (6th c.); P. Hamb. I 23.19 (569); 68.7 (548/49/563/64); P. Mich. XIII 666.11 (616/631/646).

21–22 ἀπὸ τῆς μελλούσης 5–10] etc.: see ll. 4–5 comm.

23–30 Patrikios shall henceforth cultivate the fields. It is uncertain whether he had an obligation to preserve and improve their condition, as in P. Ital. II 44.4, or if he had just the right to do so at his will, as in P. Cair. Masp. III 67299.18–22, and P. Lond. II 483.41–45. In cases where the lessor was an ecclesiastical institution, imperial law contained a ban on deteriorating the leased property, Nov. Just. 7.3.2; 120.8, but the two Egyptian contracts do not follow it; see Kaser, *Privatrecht*, II, 311 n. 25.

23 ἐφ' ᾧ τὸν [αὐτὸν μεγαλοπρε(πέστατον) Πατρικίον]: this is the most natural way to restore the end of the line. It fits the ink traces on fr. K₁-19, but there are problems in reconciling these with the traces on fr. K₁-10, above. Patrikios must be mentioned in this line, but it might be just αὐτὸν, leaving space for, e.g., a verb to specify that Patrikios and his heirs had to cultivate the field. According to the present reconstruction, the verb is found only much later, φροντίζειν (“take care”) in l. 27.

25 εἴτε διὰ ἰδίων αὐτοῦ γεωργῶν εἴτε διὰ ἀνδραπόδων: Patrikios could cultivate the fields either through his own tenant farmers (*coloni*) or through slave labor. Tenants are mentioned in Petra only here and in 52 43, and their practical role in the agriculture remains elusive. For their legal status, see Kaser, *Privatrecht*, II, 143–49; and cf. P. Petra II, pp. 4–5; Banaji, *Agrarian History*, 193–216; idem, *Agrarian Change*, 190–97, 206–12. For the translation of γεωργός as *colonus* and ἐναπόγραφος as *adscripticius*, see CIL III 13640.

27 φροντίζειν τῆς εἰρη[μένης]: the sentence might continue τῆς εἰρη[μένης γεωργίας, “take care of the said field,” but note that the word γεωργία recurs only two lines later.

28 κ[α]ὶ κ[α]λλ[ι]εργίας καὶ τῆς []: for the missing related nouns, cf. χειρική καὶ ἀμπελοφυγική ἐργασία, ἐπιμέλεια, φιλοκαλία, e.g., P. Oxy. XIX 2239.11 (598), P. Select. 16.8 (5/6th c.), Stud. Pal. XX 218.19–21 (early 7th c.?).

29–30 εὐπρεπέστεραν ἐλθεῖν ὄψιν: the phrase probably begins already in the previous line with εἰς κ[, containing one or two additional adjectives before εὐπρεπέστεραν (“more comely”), possibly εἰς κ[αλλίονα (“more beautiful”). The word εὐπρεπής is very rare in Egyptian papyri and is never found in a similar context, referring to land. Nor does the expression ἐλθεῖν ἐς ὄψιν seem to be attested elsewhere in this sense either. However, a related phrase, ἐνεγκεῖν ἐς ὄψιν, is found in the emphyteutic lease P. Cair. Masp. III 67299.18, 21: εἴτε εἰς βελτίονα εἴτε εἰς χεῖρ[ρο]να ἐνεγκεῖν ὄψιν (“to make its condition better or worse”).

31 προσόδους καὶ πᾶσαν ἐπικερδία[ν]: the lessee Patrikios obviously got the revenues and all profit; the verb is missing either before or after these words.

31–32 ἀπο]διδόναι καὶ καταβάλλειν: the nouns ἀπόδοσις and καταβολή appear in l. 122.

35–36 τοὺς προγεγραμμένον[ς χρυσίνους τέσσαρα]: see ll. 6–7 comm. The originally legible letter υ of προγεγραμμένον[ς has since been lost.

37 πληρώσεως ἐκάστου ἰνδικτο[]δ[]: the natural restoration would be “upon completion of each indiction.” However, ἐκάστου must govern a masculine noun. The word ἰνδικτος appears sometimes in literary sources for indiction, but always in the feminine; this would be the first attestation of the masculine. As the scribe uses the normal ἰνδικτίων in ll. 5 and 22, the solution escapes us.

40 It is not clear whether Patrikios or Gessios was mentioned in this line or if his name was written in full (for which there is just enough space) or only as αὐτῷ. Of course, most payments were made by Patrikios to Gessios, but this has already been said in ll. 31–37.

42–44 These lines have many small fragments with letters which cannot be securely placed. In addition to the rent proper, some extra sum had to be paid every year. The reason is not clear, but note that, in the emphyteutic lease P. Lond. II 483.89–92, the lessee was allowed to let his cattle graze on the land for an additional payment. Alternatively, the payments might have been taxes on the land.

44 τὴν ἐπικέρδιαν: cf. προσόδους καὶ πᾶσαν ἐπικέρδια[ν in l. 31.

50 ἐμφ[υ]τευσίης α[]: the line is between two fragments, so that only half of each letter is visible. The large horizontal curve below the line, visible on fr. K1-24, belongs to a xi in l. 49.

52 εἰρημένον ἐτήσιον ἐμφύτευμα . . . [: the traces do not fit an *eta*; hence, it is difficult to continue with ἦτοι φάκτον, which would be the most natural restoration for the gap, cf. ll. 6, 34, 121–22.

52–53 [χρυσίνων] | τ[ε]ρ[ε]σ[τά]ρ[ων] ἡμίσεις εὐστάθμων: see ll. 6–7 comm. The reading and placement of fr. K₁-3 at the beginning of l. 53 is quite uncertain.

55 καὶ νυγὶ οὐκασ διακατοχὰς: especially in the third century, διακατοχὴ translated the Latin legal term *bonorum possessio*, a special type of legal succession, and this meaning is reflected in Late Antiquity in the use of διακάτοχος, *bonorum possessor*, which appears as well in this document as in other papyri in the stock list of different heirs, κληρονόμοι καὶ διάδοχοι καὶ διακάτοχοι (“heirs, successors, and inheritors”). However, the feminine noun may in the sixth century have a wider meaning of “possession, control,” see P. Oxy. XVI 1879.5 = ChLA XLVII 1409 (434); XLVII 3355.13 (535). The plural does not appear to have been attested before. Note that the first letters of the line (καὶ ν) come from a separate unplaced fragment, and the following letters are uncertain.

56–63 For the phrases, cf. e.g. SB I 5112.44–53 (618?); VI 8987.27–32 (644/45).

56 ἐξουσιάζειν κυρίως [c] κατὰθ[]: there are hardly other ways to read the uncertain letters. κυρίως may belong to the preceding or following word.

59 The strange horizontal line above the first *mu* is hardly part of a letter, as there is little space before μετα[λ]λά[]ειν for even a short word. It may be a scribal mark.

60 δ[ια]δ[ό]χ[ο]ις καταλ[ι]μπάνειν: the traces in this line are partly blurred and confused, and the restoration thus only tentative, but the most likely verb is καταλιμπάνειν (“leave to the heirs”), cf. 55 17 with comm.

61 ἀπλῶς: the tail of the *lambda* is visible in the following line.

63 καλῶς κειμένων νόμων: cf. P. Lond. V 1678.7 (566–68); SB VI 8987.32 (644/45).

72 The end of the line may have contained a noun, like γεωργίαν, if διακατόχοις was omitted, as in the previous line.

75 προσόπου καὶ ἐπενεχθησο[μένον]: this is part of a phrase by which the lessor Gessios guaranteed the lessee Patrikios against any possible future encroachment on his rights by a third party, but no exact parallel seems to exist; cf. P. Cair. Masp. III 67298.14–29; and 17 219–22 with comm.

77–78 κατὰ τὸν τῶν τελίων καθα[ροποιήσεων καὶ][τῶν βεβαι]ώσεων νόμον: see 17 219–22 with comm.; 36 171–72; and 50 91–92 with comm.

84–86 καὶ ἀνευδότης καὶ [c. 15] [καὶ ἀδιατρ]ρόφος καὶ δίχα πάσης [c. 9 ἢ οἰακδήποτε νο]μίμου παραγραφῆς καὶ [: cf. P. Ness. III 46.6–7(605).

89 κῆρῶ: if the reading is correct, the scribe wrote the *kappa* in a style he does not use elsewhere in this document.

91–92 [c. 10],ου αὐτοῦ διαδόχου[: the natural restoration would be [καὶ κληρονό]μοις αὐτοῦ διαδόχου[. However, there is no *sigma* before αὐτοῦ, and the space in the previous line is hardly sufficient for τὸν ἀιδεσιμώτατον Γέσσιον. Hence, we have not been able to restore the phrase.

94 ὅπερ μὴ [γένοιτο: cf. P. Ness. III 24.10 (569).

95 κᾶν τε ἐπιμελέθη, κᾶν τε ἀμελ[έθη: this phrase does not appear in Egyptian papyri.

97 κ[ατ]αβολὴ τοῦ αὐτοῦ ἐτηζίου ἐμφυτεύματος: cf. ll. 6 and 34, where φάκτον appears before ἐμφύτευμα.

99 [c. 10] φερτων αι . ερτων α[: these words seem to be totally unknown or are so misspelled that they cannot be deciphered; cf. l. 109. The second word may alternatively have begun with αλλ, and the following letters are all very uncertain.

105].. ἕξ τῶ μεγαλοπρε(πεετᾶτω) Πατρικί[ω: the reading of ἕξ (six) is supported by the same number of *solidi* paid to Patrikios in ll. 109–10. Hence, Gessios seems to have promised to pay six gold coins to Patrikios, perhaps as a compensation for some arrangement around the irrigation mentioned two lines later.

107].. γγῶν ποτί[ε]αι τὸν [: if the reading of the verb ποτίζω is correct, the irrigation of the fields is at issue here. It must have been somehow connected with the sum of six *solidi* in ll. 105 and 109.

109 χρυσίνους ἕξ .φερ... αὐτ... [: there is a strange mark after the numeral ἕξ (six), which remotely resembles a *lambda* and might thus also be a numeral (30), making the total 36, or alternatively it might denote a fraction. Perhaps more likely, it is the combined result of the tail of a *lambda* in the preceding line and a vertical stroke from the next line, possibly an *eta*, though it would be somewhat too slanted to the right. The following *phi* might be a further numeral (500), but this number would then perhaps be incredibly high. It is not impossible that we have here the same unknown word as in l. 99.

110 κ[α]ταβέβληκεν ἐπὶ Πατρίκιον: cf. l. 105 with comm. Some of the letter forms are unusual, esp. the *lambda* and *eta*. Elsewhere in this document, the verb καταβάλλω (“pay”) is construed with a normal dative, but in Egypt it is sometimes found with ἐπί, as here.

111–30 These lines must have contained a clause which allowed Gessios to take back the land if Patrikios failed to fulfil his duties, especially the payment of the rent; cf. P. Lond. II 483.70–76; P. Ital. II 44.5–6; it was not included in P. Cair. Masp. III 67299.

115 A small loose fragment with the letters τρι may belong in this line, suggesting that the name of Patrikios might have appeared in the gap (“heirs of the same Patrikios”), but this is not certain. An alternative is to restore the ubiquitous διαδόχους καὶ διακατόχους.

117–23 Of the phrase, no exact parallel can be found, but cf. P. Heid. V 355.9–10 (5/6th c.); P. Lond. II 483.70–74 (616); P. Cair. Masp. III 67305.15–17(568). The words δόξαντα καὶ συμφωνηθέντα appear in 43 138.

126 τῆς τούτων μεθοδίας: “collecting of a tax or debt,” cf. e.g. P. Amh. II 149.15 (6th c.); P. Oxy. I 136.18, 24 (583).

129 ἐν]τὸς ἢ ἐκτὸς δικακτηρί[ου: cf. 57 130–31; 61 frs l. 20; and 21 1–3 with comm.

134 καὶ κληρονόμοις αὐτοῦ διαδόχοις .[c. 11]: the traces before the gap suggest that the phrase was not closed by (καὶ) διακατόχοις. In other passages, it is sometimes included, sometimes omitted.

135 [ύπ]ερ ἀγνωμοσύνης τῶ ὑποτετα[γμένω: in Egypt, the word ἀγνωμοσύνη (“folly, arrogance, unkindness”) was common in phrases like δίχα πάσης ἀγνωμοσύνης (“without any unpleasantness”) but not in exactly the same context as here, where the idea must be to penalize any unpleasantness against the contracting party; cf. l. 119: ἀθυμίαν ἢ ἀγνωμοσύνη[v.

138 [βέβ]αιον ἡγοῦνται καὶ εἰς αἰὲ [ἡγή]γονται: see 50 112–13 comm.

143 [τοῖς] ἐπιχειροῦσιν παραβῆναι [: “to those who attempt to transgress,” see 29 181–83 with comm.

145–47 [c. 13 ω]ν ἢ ὑποβλήτων ἢ [c. 19] [πρ]οσ[ώ]πων οὔτε δια...ε[c. 23] [μεγί]στης προεταξέως ἢ ἐτέρ[α]ς οἰακδήποτε δίκης 5–9]: μεγίστη πρόταξις (“the highest command”), referring to an imperial decree, has so far appeared only in 29 156–57 (see comm.). The phrase here may have contained similar notions as 29 151–57, listing persons and reasons which did not justify any breach of the agreement. However, the lines consist of small fragments and are too garbled to be reliably reconstructed.

151–54 [ἕξ]ωμόσα[γ]το Ἁγί]αν ὁμοούσιον Τριάδα καὶ [c. 14] [c. 15 εὐ]ξεβε[ε]τάτου ἡμῶ[ν] δεσπότη 5–9][c. 13]. Φλ(αοῦ) Ἰου[ε]τιν[... τοῦ αἰωνίου Αὐγούτου][καὶ αὐτ]οκράτ[ορο]: for the oath, see P. Petra II, pp. 59–60 and 148–49. For ὁμοούσιος (“consubstantial”), cf. 22 121 with comm.

The imperial titulature in the oath formula remains obscure. The expected words after the Holy Trinity would be one or more of (βασιλικήν) σωτηρίαν καὶ εὐεβειαν καὶ νίκην καὶ διαμονήν and a further imperial title, like θεοτάτου, cf. P. Petra II, p. 59; Bagnall–Worp, *CSBE*², 282–87. The reading εὐ]ξεβε[ε]τάτου ἡμῶ[ν] is not certain but fits the traces better than δεσπότη ἡμῶν. The long gap before the emperor’s name is not easy to fill in; cf. 1 73–75: τοῦ δεσπότη ἡμῶν καὶ πάσης τῆς οἰκουμένης.

The name of Justin II would fit the space slightly better than would that of Justinian. If this is correct, the date of the document would probably be 573 (see Introduction). However, Ἰου[ε]τιν[ιανοῦ] is not impossible either, so the date must be left open.

157–58 [κ]αταβάλλειν τῷ ἐτέρῳ μέρει [c. 17 καὶ ὑπὲρ αὐ]τοῦ μόγου τοῦ ἐγχειρήματος: in place of the words missing in the gap, **29** 175–77 has ἐμμένοντι καὶ ἐτέρων προετίμου λόγῳ, which is, however, too long here.

159 καὶ πᾶσαν ζη[μία]ν καὶ βλάβην ἐντιθὲν αὐτ[] : cf. **50** 127–28 comm.; and P. Oxy. I 125.11–19 (560).

164 Somewhere here should probably be placed fr. K₁16: ἐ]πιχειρ[.

165 [δια]δόχοις τὸ ἴκανόν περιποιῆ[: “give security,” with the verb περιποιέω, cf. P. Oxy. I 125.19 (560); XVI 1892.33–36 (581); PSI I 76.8, 13 (572/73). The preceding line must have contained the phrase “to him and to his heirs,” or the like.

173–74 ἐγένετο τῆς[δ]ε τῆς ἐμφυτευτικῆς c. 13][ἰσότυπα δύ]ο: the word ὁμολογίας is slightly too short but might fill the gap.

176–79 Φλ(άουιος) Πατρί[κιος: the letters come from a loose fragment (Plate 335), the placement of which is entirely hypothetical. As the status designation Flavius was rarely used in the main text of a document, it would most naturally derive from the signatures. Thus, Patrikios’ signature would begin around l. 176. As the hand in these letters and in ll. 180–81 seems to belong to the scribe, we may have to assume that this is a copy. However, the reconstruction here must remain speculative. In this area may belong also fr. K₁19:]. Πατρί[. There are a few further fragments K₁19–21 with letters or traces, which must belong either in lines 169–71 or 176–79, because the roll was cut in line 181, and no counterlayers can exist beyond it.

180 [καὶ ἀρ]μόσαι δυναμένη: see **29** 139–41 with comm.

A. ARJAVA, M. LEHTINEN

P. PETRA V 51–52: THE RECONSTRUCTED ORDER OF THE FRAGMENTS

Glass Plate	Lines in <i>recto</i>	Lines in <i>verso</i>	Main Series K ₁	Series K ₅	K ₂ Left	K ₂ Right
326	1–3	1–2	K ₁ -14	K ₅ 0		
326	4–5	3–4	K ₁ -15	K ₅ -1		
325	6–8	5	K ₁ -13	K ₅ 1		
326	9–10	6–7	K ₁ -16	K ₅ -2		
325	11–12	8–9	K ₁ -12	K ₅ 2		
326	13–15	10–11	K ₁ -17	K ₅ -3		
325	16–17	12–13	K ₁ -11	K ₅ 3		
326	18–20	14–15	K ₁ -18	K ₅ -4		
325	21–22	16–17	K ₁ -10+K ₃ 12	K ₅ 4		
326	23–25	18–19	K ₁ -19	K ₅ -5		
325	26–28	20–22	K ₁ -9	K ₅ 5		
326	29–30	23–25	K ₁ -20	K ₅ -6		
325	31–33	26–28	K ₁ -8	K ₅ 6		
327	34–36	29–30	K ₁ -21	K ₅ -7		
325	37–39	31–32	K ₁ -7	K ₅ 7		
327	40–42	33–34	K ₁ -22	K ₅ -8		
324	43–44	35–36	K ₁ -6	K ₅ 8		

327	45-47	37-39	K ₁ -23	K ₅ -9		
324	48-49	40-41	K ₁ -5	K ₅ 9		
327	50-52	42-43	K ₁ -24	K ₅ -10		
324	53-55	44-46	K ₁ -4	K ₅ 10		
327	56-58	47-48	K ₁ -25	K ₅ -11		
324	59-61	49-51	K ₁ -3	K ₅ 11		
327	62-64	52-54	K ₁ -26	K ₅ -12		
324	65-67	55-56	K ₁ -2	K ₅ 12		
327	68-70	57-59	K ₁ -27	K ₅ -13		
324	71-73	60-61	K ₁ -1 +K ₃ 4	K ₅ 13		
328	74-77	62-64	K ₁ -28	K ₅ -14		
322	78-80	65-66	K ₁ 4			
328	81-84	67-69	K ₁ -29			
334 + 322	85-87	70-72	K ₁ 5		L14	
328	88-91	73-74	K ₁ -30			
334 + 322	91-94	75-77	K ₁ 6		L13	
328	95-97	78-80	K ₁ -31			
334 + 322	98-101	81-82	K ₁ 7		L12	R13?
328	102-5	83-85	K ₁ -32			
334 + 322	106-7	86-87	K ₁ 8		L11	R12
328	109-12	89-90	K ₁ -33			
334 + 322	113-15	91-93	K ₁ 9+10		L10	R11
329	117-20	94-96	K ₁ -34			
334 + 322	121-23	97-98	K ₁ 10+11		L9	R10
329	125-27	100-1	K ₁ -35			
334 + 322	128-31	102-4	K ₁ 12		L7-8	R9
329	133-35	105-8	K ₁ -36			
334 + 323	136-39	109-10	K ₁ 13		L6	R8
329 + 335	140-43	112-13	K ₁ -37			
323	144-47	114-16	K ₁ 14		L5	R7
329	149-52	118-20	K ₁ -38			
334 + 323	153-55	122-23	K ₁ 15		L4	R6
329	157-60	124-25	K ₁ -39			
323	[161-64]	[127-29]	K ₁ 16			
330	165-68	130-32	K ₁ -40			
323	[169-71]	[133-35]	K ₁ 17			
330	172-75	136-38	K ₁ -41			
323	[176-79]	[139-42]	K ₁ 18-21		L2	
330	180-81	143	K ₁ -42			



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Fragmentary Greek text on papyrus, consisting of 18 lines. The text is written in a cursive hand and is significantly damaged and fragmented. The fragments are arranged in two columns, with the left column containing lines 1-13 and the right column containing lines 1-18. The text is mostly illegible due to the damage, but some words and characters are visible, such as 'ΕΥΧΑΡΙΣΤΙΑ' (Eucharistia) in line 11 and 'ΑΓΙΟΥ' (Agiou) in line 12.



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Fragmentary Greek text from Papyrus Petras 51, lines 18-35. The text is written in a cursive hand and is heavily damaged and fragmented. Legible fragments include:

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19 και κατασκευασαντο
20 και εκεινον ονομαδι οδοιοι
21 και ονοματι κωδικα κατασκευασαν
22 και ονοματι κωδικα κατασκευασαν
23 και ονοματι κωδικα κατασκευασαν
24 και ονοματι κωδικα κατασκευασαν
25 και ονοματι κωδικα κατασκευασαν
26 και ονοματι κωδικα κατασκευασαν
27 και ονοματι κωδικα κατασκευασαν
28 και ονοματι κωδικα κατασκευασαν
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30 και ονοματι κωδικα κατασκευασαν
31 και ονοματι κωδικα κατασκευασαν
32 και ονοματι κωδικα κατασκευασαν
33 και ονοματι κωδικα κατασκευασαν
34 και ονοματι κωδικα κατασκευασαν
35 και ονοματι κωδικα κατασκευασαν



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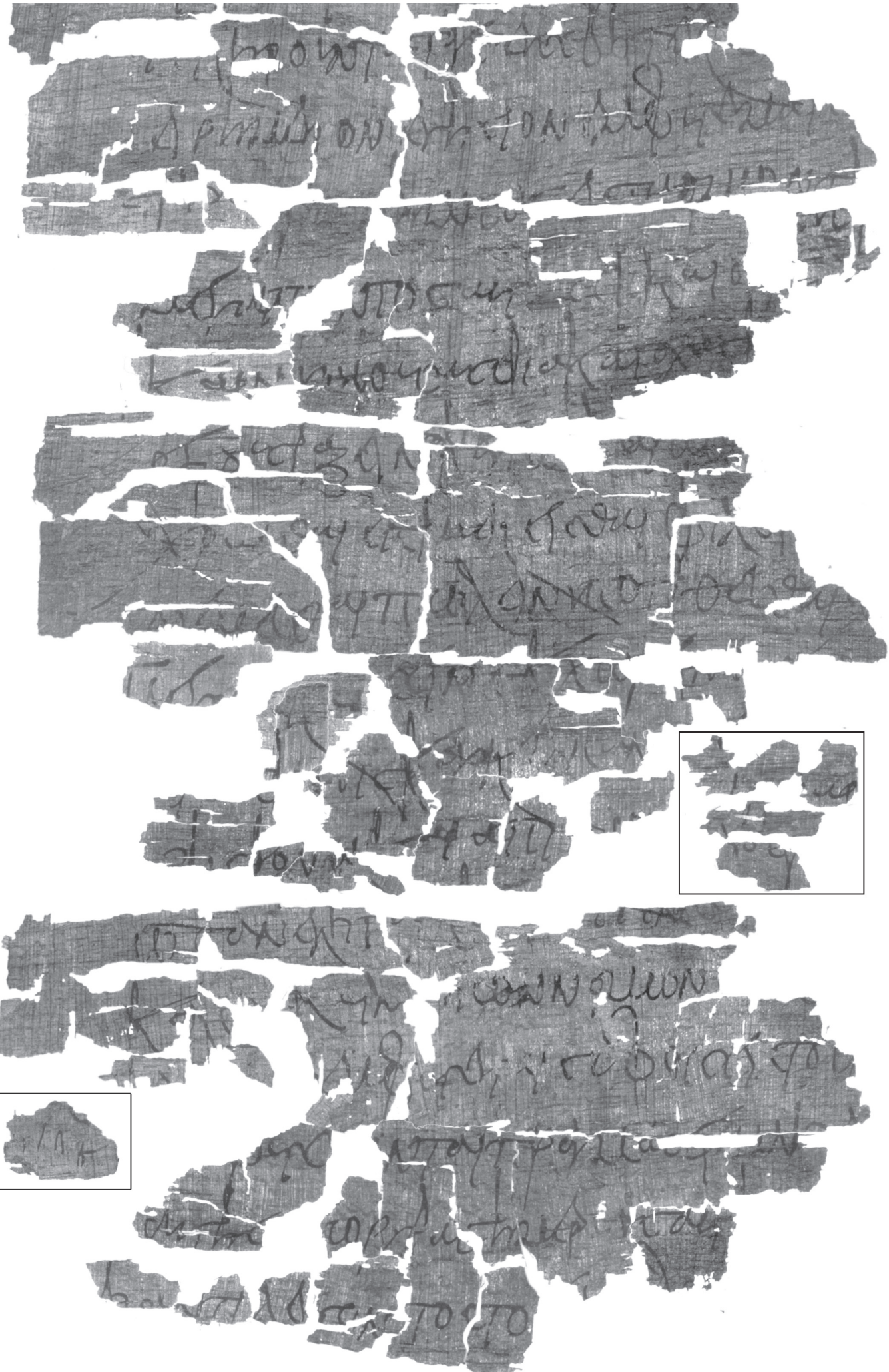
63

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... TO TO

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... TO TO

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... TO TO

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Fragment of papyrus with Greek text, showing significant damage and fragmentation. The text is written in a cursive hand. A small rectangular inset box highlights a specific section of the fragment on line 99.



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Fragmentary Greek text from papyrus scrolls, arranged in lines 135 to 152. The text is written in a cursive hand and is significantly damaged and fragmented. Legible fragments include:

- Line 135: ...
- Line 136: ...
- Line 137: ...
- Line 138: ...
- Line 139: ...
- Line 140: ...
- Line 141: ...
- Line 142: ...
- Line 143: ...
- Line 144: ...
- Line 145: ...
- Line 146: ...
- Line 147: ...
- Line 148: ...
- Line 149: ...
- Line 150: ...
- Line 151: ...
- Line 152: ...



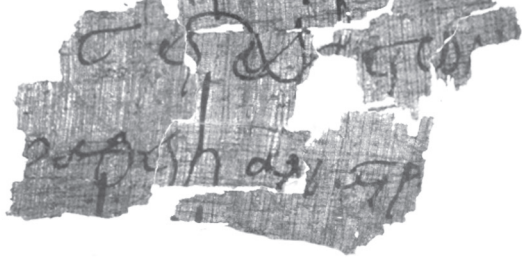
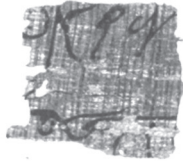
152



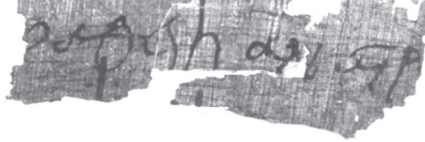
153



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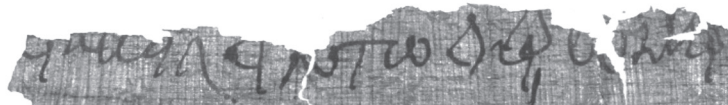


155

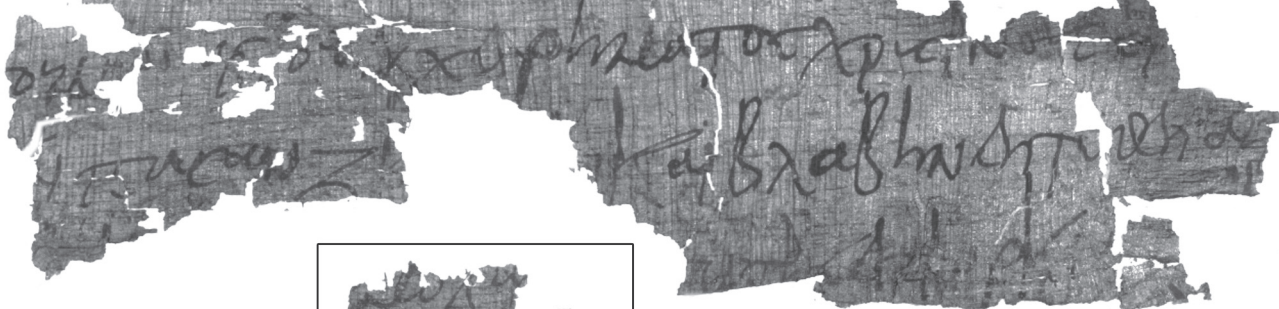


156

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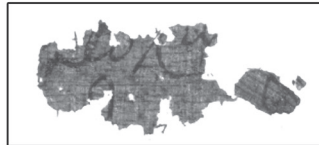
158



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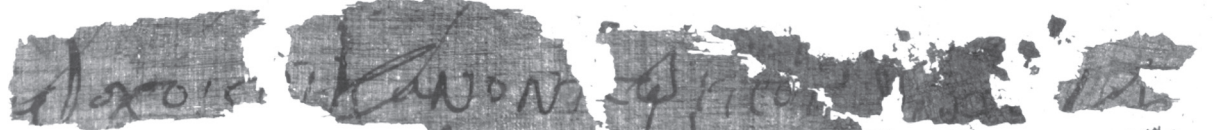


162

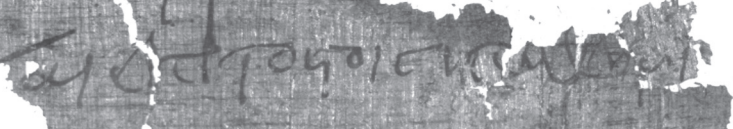
163

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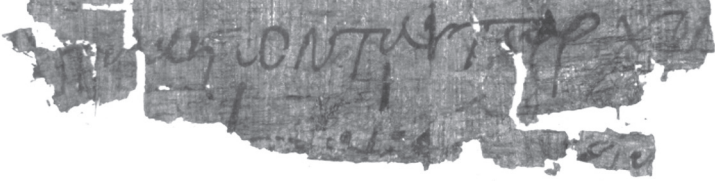
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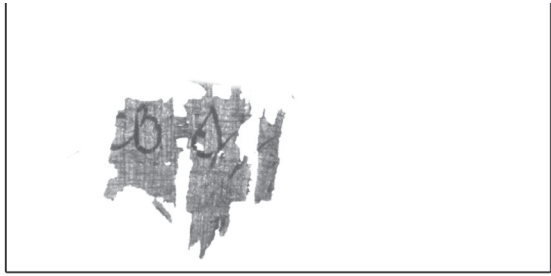


169

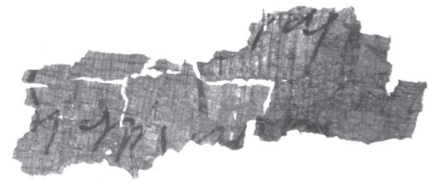




169

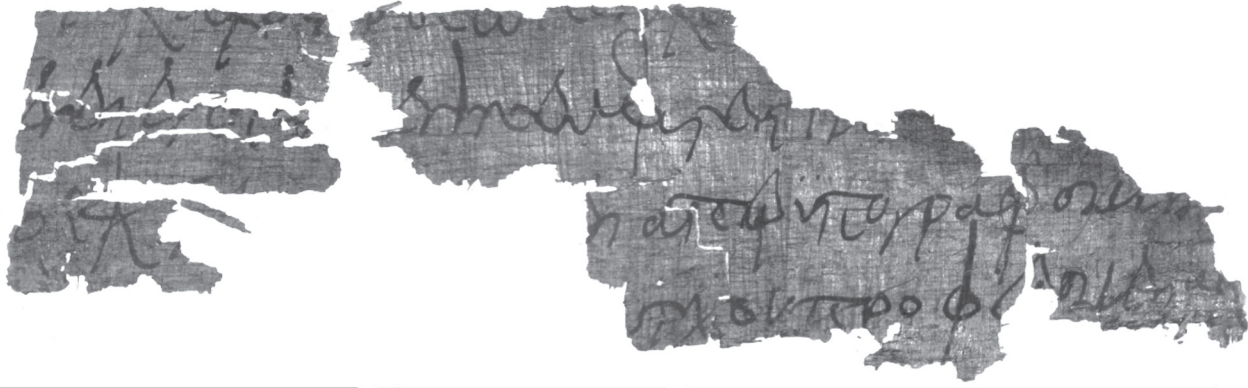


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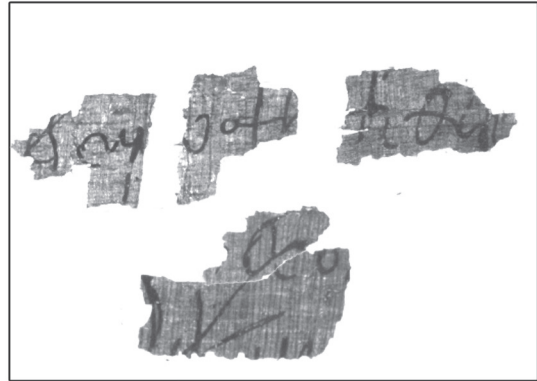
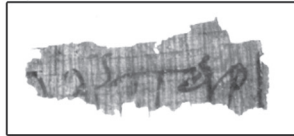


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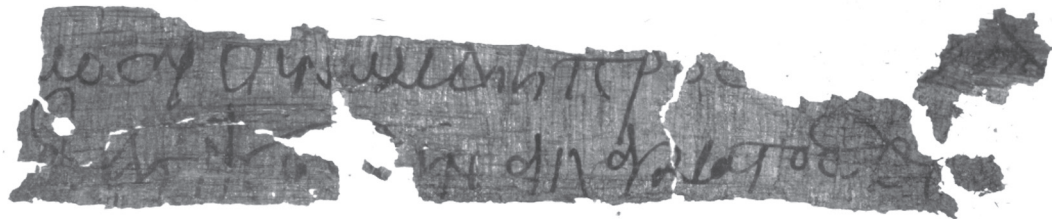


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