# Misthosis/antimisthosis/homologia

A *misthosis* and an *antimisthosis*, whether brief or lengthier, have a very standard format and are documents of the simplest structure in the Archive. They open with the dating clause and the address, followed by the main body, which describes the object, states the condition of its specific use, the rent to be paid and closes with the *kyria* and *stipulatory* clauses, and the subscriptions of parties. Both types are confirmations of a lease contract by one party only, *misthosis* by a lessee, *antimisthosis* by a lessor. *Misthosis* is sometimes named *misthotike homologia*, e.g. P. Lond. 1692B is a unilateral deed issued by the lessee and signed only by them, while the *kyria* clause refers to  $\dot{\eta}$   $\mu$ LC $\theta$ ωτικ $(\dot{\eta})$   $\dot{\phi}$ μολογία (l. 17). The reference to *misthotike homologia* most probably means that there was another unilateral confirmation issued by the second party to the lease.

Misthotike homologia could be an independent type of deed, a contract written in two identical copies signed by and given to both parties, but rarely attested, P. Mich. XIII 667. It is more elaborate than both misthosis and antimisthosis, for it its introductory part, mutual acknowledgement by two parties entering a contract, is longer, such as starts with the phrase expressing the consent and volition of two parties, so starts:  $\tau\alpha\dot{\tau}\eta\nu$   $\dot{\epsilon}\theta\dot{\epsilon}\mu\epsilon\theta\alpha$   $\dot{\tau}\dot{\eta}\nu$   $\dot{\epsilon}\mu\lambda\dot{\tau}$   $\dot{\epsilon}\nu\lambda\dot{\tau}$   $\dot{\epsilon}\nu\lambda\dot{\tau}$ 

# Determination of the parties and contract

In the *misthosis* and *antimisthosis* the address starts with one party in the nominative case addressing the second party in the dative case; or dative case +  $\pi\alpha$ ρά genitive case +  $\chi\alpha$ ίρειν, and enters the main body with the very familiar phrase 'ὁμολογῶ ἑκουςίως καὶ αὐθαιρέτως μεμιςθῶςθαι παρ'ὑμῶν…' ('I acknowledge, freely and willingly, that I have rented from you…'), or simply in the singular 'μεμιςθώμεθα παρὰ coῦ ('We leased from you')'. When the lessor was of significantly higher status or belonged to the clergy, it was phrased as 'παρὰ τῆς ὑμετέρας μεγαλοπρεπείας' ('from your magnificence') or 'παρὰ τῆς cῆς cεβαςμιότητος' ('your reverence') *vel sim*. When a lessor (or rarely a lessee) is an institution, such as the fisc, a monastery or a church, or an absent individual, the contract is concluded through a representative, phrased with διὰ + NN in genitive case ('through NN').

Usually deeds are named in the *kyria* clause and in the subscriptions, but also the verb at the beginning of the main body may help distinguish between *misthosis* and *anti-/ekmisthosis*. The middle  $\mu$ ισθοῦμαι is expressing the lessee taking in lease, ὁμολογῶ μεμισθῶσθαι παρά xx. The active  $\mu$ ισθόω is used to expresses that a lessor let an object to a lessee, e.g. in perfect tense  $\mu$ εμίσθωκα ὑμῖν / σοι. The verb  $\mu$ ισθόω is often augmented by ἀντι- or ἐκ-.

# Period and object of lease

Then the lessee gives the period of time they are leasing – deo volente –  $(\pi\rho\dot{o}c\ \dot{\epsilon}v\iota\alpha\upsilon c\iota\alpha\tilde{\iota}ov\ \chi\rho\dot{o}vov\ \kappa\alpha\rho\pi\tilde{\omega}v\ c\dot{\upsilon}v\ \Theta\epsilon\tilde{\omega}$  τετάρτης  $\dot{\iota}v\delta\iota\kappa\tau\dot{\iota}ovoc...$  ('for the duration of one year from the harvest of the fourth indiction...'),  $\pi\rho\dot{o}\varsigma$   $\ddot{o}v$   $\beta\dot{o}\dot{\iota}\lambda\epsilon\sigma\theta\alpha\iota$   $\chi\dot{\rho}\dot{o}vov\ \dot{\alpha}\dot{\pi}\dot{o}$   $\sigma\dot{\eta}\mu\epsilon\rho\sigma\nu$   $\dot{\epsilon}\dot{\iota}\varsigma$  το  $\dot{\epsilon}\xi\tilde{\eta}\varsigma$   $\chi\dot{\rho}\dot{o}vo(v)$  ('for the time you want, from today and for the time to come') sometimes with the starting date

of the contract, 'λογιζόμενον ἀπὸ καρπῶν x ἰνδικτίονος' ('counting from the harvest of the x indiction'), the object that 'belongs to the lessor' and goes on to describe the object, its type, 'γεώργιον, βόσκημα etc.' ('field', 'pasture' etc.), its length, 'ἀρουρῶν ὅςων ἐςτίν…' ('of as many arourae as there there are') its location, διακειμένου ἐν τῆ νοτινῆ πεδιάδι … τῆς αὐτῆς κώμης… ('situated in the southern field … of the same village') and its boundaries, 'πρὸς τὰ παλαιὰ αὐτοῦ ὅρια κυκλόθεν…' ('within its old boundaries all around').

In certain cases, the document specifies the way in which the object was acquired, e.g. 'καὶ ἐλθὸν εἰς ὑμᾶς ἀπὸ δικαίου κληρονομίας ('and came to us by right of inheritance') or 'ἀπὸ ἐγγράφου δωρεᾶς' ('by written donation').

The vast majority of leases from Aphrodite were made for agricultural purposes and concern land, but leases of buildings (P. Cair. SR 3733; P. Lond. V 1691) or other objects, such as a transportation wagon (' $\dot{\epsilon}\lambda\kappa\nu\sigma\tau\dot{\eta}$   $\ddot{\alpha}\mu\alpha\xi\alpha$ ' in P. Cair. Masp. III 67303) are not a rarity. Evidently, the proportion in the Antinoopolite dossier of Dioskoros, which was not included in this glossary, is the opposite.

## **Rent and conditions**

What follows is the condition upon the lessee, introduced with the characteristic phrase  $\dot{\epsilon}\varphi'$   $\ddot{\psi}$  ('so that ...'), then the specific use of the object leased, most often agricultural duties, 'εἰς βοσκὴν ... εἰς κατανομὴν τῶν ἐμῶν προβάτων καὶ θρεμμάτων...' ('so that we occupy it to graze and raise our animals'). The conditions could be general, such as ἐφ'  $\ddot{\psi}$  με τοῦτο ἔχειν ὑπ' ἐμέ ('so that I have it in my possession'), [ἐ] $\varphi'$   $\ddot{\psi}$  με τοῦτο ἔχειν εἰς πᾶσαν μοῦ χρείαν πρὸς ο ἀν βούλομαι [χρῆ]σιν ('so that I have it in my possession for all my needs, and whatever use I wish', P. Lond. V 1691), which do not introduce any new limitations on the lessee or put on them any specific tasks beyond those from the law itself.

The amount of rent to be paid could be a continuation of lease conditions starting with έφ'  $\tilde{\psi}$ : '...καὶ διδόναι ὑμῖν ὑπὲρ λόγου μισθοῦ χρυσοῦ νομισμάτιον εν παρὰ κεράτιον εν, γίνονται χρυσοῦ νομισμάτιον α παρὰ κεράτιον α, ἀναμφιλόγως...' ('and to pay you for rent one gold solidus, minus one carat, that is 1 gold solidus minus 1 carat, without dispute...').

In other cases the rent is introduced with a different sentence, καὶ ὑπὲρ τοῦτον τὸν φόρον ἑτοίμως ἔχω ... ('and for this rent I am ready to pay ...') . The rent itself is ether in money, or in kind (ἐκφόριον), in artabae of wheat (cίτου ἀρτάβαι) barley (κριθῶν), legumes such as ἄρακος, φακός, vegetables such as λεψάνη/λαψάνη (charlock), οἴνος (wine) or other agricultural products such as cheese (τυρός), meat (κρέας), wool (ἐρέα) or crops sharing, e.g. 'καὶ τοῦ καιροῦ γενομέν]ου τὸ (ε̞) περιγιγνόμενον [παντοίων γενημάτ]ων κ(αὶ) ἀχύρων εἰς ἡμᾶς [μερισθήςεται κα]τὰ τὸ ἤμισυ΄ ('and when the time comes, the produce of every crop and chaff shall be divided between us in two equal parts') in P. Heid. V 351; P. Hamb. I 68r. The types of rent are often mixed in a single contract, namely a part is paid in money, another part in kind, or crops sharing is supplemented with extra agricultural produce and money, P. Hamb. I 68. If rent is given in money the standard according to which it is measured is indicated. Less often, the rent includes the taxes on the land which would in normal circumstances burden the lessor, as in the case P. Cair. Masp. III 67300.

Lease related documents in the archive are always styled as a lease of a certain object, but a long list of precisely determined obligations, which the lessee must carry out, often make the contract similar to a lease of service or even work. In other words, the documents do not really keep a tripartite Roman division into lease of res, opus and opera, but seem to serve the needs of the parties within the pattern of lease of material objects. Similarly, it would be difficult to provide a precise distinction between crops-sharing contracts and leases based on rent in money or nature, as in most cases the rent is a combination of two or even three types of rent. For example, the pasture in P. Michael. 48 is given in lease for the service of guarding: καὶ ἑτοίμως ἔχομεν ποιηςονμεν νύκτας εἴκοςι πέ[ν]τε διὰ τῶν ἡμῶν προβάτων ἀντὶ το[ῦ] μιςθοῦ τοῦ αὐτοῦ βοςκήματος ('and we are ready to ensure twenty-five nights of guarding with our herds instead of the rent of the same pasture.').

Additional conditions of the lease also occur as part of a contract, e.g. the use of certain facilities free of rent, or different rent rates depending on whether the Nile floods or not. On many occasions, the transportation of the rent to the lessor is also included in the agreement, as for example in P. Hamb. I 68, P. Lond. V 1714 and P. Lond. V 1698: καὶ τὴν μεταφορὰν ποιήcoμεν ⟨τοῦ φόρου⟩ δ]ιὰ τ[ῆ]ς ἡμῶν ἀμάξης καὶ τῶν ἡμῶν ζώων ("we shall provide the transportation of the rent with our carriage and animals").

The *kyria* and *stipulatory* clauses which close the main body of a misthosis, have the briefest and most standard form among the types of documents in the Archive. It simply states that the 'misthosis is valid and secure' and that the lessee, 'having been asked the formal question, consented': ἡ μίσθωςις κυρία ἔςται καὶ βεβαία καὶ ἐπερωτηθεὶς ὡμολόγηςα.

The document closes with the subscriptions of the lessee, 'NN ὁ προκείμενος μεμίσθωμαι ὡς πρόκειται' ('I, NN, have leased, as above'), or 'cυμφωνῖ μοι ὡς πρόκειται' ('It satisfies me, as above'); of the subscriber for illiterate, 'NN ἀξιωθεὶς ἔγραψα ὑπὲρ αὐτοῦ γράμματα μὴ εἰδότος' ('I, NN, having been asked, wrote for him who does not know letters'); sometimes witnesses, 'NN μαρτυρῶ τῆ μισθώσει ὡς πρόκειται' or 'ἀκούςας παρὰ τοῦ θεμένου πόροντος καὶ εἴποντος μοι' ('I, NN, witness to the lease, as above or having heard from the part'); and of the scribe, 'δι' ἐμοῦ NN ἐγράφη' ('written by me, NN').

The final element is a docket on the verso, in the form of ' $\mu$ ic $\theta$  $\omega$ c $\iota$ c + NN in genitive' ('lease of NN').

#### Additional aims and elements

Rarely, a lease contract is secured by a guarantor who is held liable in the event that the main debtor fails to pay the rent. The guarantor of Aurelius Menas in P. Cair. Masp. III 67303, for example, guarantees for him for "for the full payment and restitution of the below indicated rent for the transport wagon and its unimpaired restitution" ("πρὸς πᾶσαν ἔκτισιν καὶ ἀπόδοσι[ν] τοῦ ἑξῆς δηλουμένου μισθο[ῦ] τῆς ἑλκιστῆς ἀμάξης καὶ τῆς ταύτης ἀποκαταστάσεως ἀβλαβῶ[ς]".

More often, if there are two lessees, they provide sureties for one another - ὁμολογοῦμεν ἐξ ἀλληλεγύης μεμισθῶσθαι.

As mentioned earlier, leases are quite straightforward documents and simple from a legal point of view, however there are cases where we see them to achieve other goals than the literal renting an object or services. Such an example is P. Michael. 42 B + A in which land given as a real security for dowry is leased free of rent by two parents from their daughter-in-law. The obvious aim of this device is to leave the land in hands of the parents and release the daughter-in-law from burdens connected to the land.

### **Emphyteusis**

A special type of lease, *emphyteusis*, is attested in the Antinoopolite part of Dioskoros' archive on two occasions, i.e. P. Cair. Maps. III 67298 and 67299. Another document, P. Ross. Georg. III 43, which is a confirmation of payment of emphyteutic rent, has no indication of provenance. P. Michael. 41, originating from Aphrodite, has content and structure different from the examples preserved in the Antinoopolitan dossier.

# **Receipts and confirmations**

Among the documents related to leases, there is a number of short documents confirming rent payments and acknowledging the continuation of obligations. It is the lessor who issues them to confirm the receipt of rent for a certain period.

The address here is in reverse form: the lessor in the nominative or in the form  $\pi\alpha\rho\dot{\alpha}$  + gen. (often through the representative) addresses the lessee in the dative. The main body in a subjective style is short and based on the pattern. It starts with the familiar phrase "ἔςχον καὶ πεπλήρωμαι παρὰ coῦ" ("I have and been paid by you"), or "ἐδεξάμην" ("I have received") which is followed by the basis for payment, such as "τοῦ φόρου" or "τοῦ τε φόρου καὶ τῆς σπορᾶς καὶ τῆς ἀρδεύσεως" ("for the sowing and the rent and the irrigation". The lessor refers to the object for which the rent is paid is as "ὑπὸ σέ" which means that the payer is the object's holder. Usually the object in the genitive is further described, e.g. τῶν xx ἀρουρῶν ('my three arourae seeded by you') or κτήματος λεγομένου xx. Sometimes the document specifies the period for which the payment was made, e.g. ὑπὲρ xx ἰνδικτίωνος, but in most cases it simply says "ἐκ πλήρους" ("in full"). Rent in nature could specify the product in which it was paid, e.g. "ἔν τε cίτῳ καὶ κριθαῖ" ("in both grain and barley"). In a few cases, the text mentions that the payment was based on the earlier lease, e.g. "κατὰ τὴν δύναμιν τῆς σῆς μισθώσεως" ("in virtue of your lease").

This short main body is followed by a formulaic statement that the signed receipt was made for the security of the payer: "καὶ εἰς cὴν ἀςφάλειαν πεποίημαί coι ταύτην τὴν πληρωτικὴν ἀποχὴν μεθ' ὑπογραφῆς ἐμῆς ὡς πρόκειται" ("And for your security, I have made for you the receipt of payment with my subscription, as above"). Sometimes this part is followed by a short dating clause, "ἐγράφη (month day) ἰνδικτίονος".

The document closes with the subscription based on the familiar pattern ("cτοιχεῖ μοι ἡ ἀποχὴ ὡς πρόκειται") and it is often given by a representative.

A special type of receipt confirms that the lessee paid the taxes for the land which the lessor accounted for the rent. The pattern is the usual one, but with the additional phrase, as for example in PSI VIII 937: "καὶ ἑτοίμως ἔχω ταῦτα (the tax) λογίζεσθαί σοι εἰς τὸν αὐτὸν φόρον" ("I am ready to put them to the account of the same rent".); or P. Hamb. III 232.

A receipt may sometimes contain an additional sentence referring to the circumstances of the payment. In PSI VIII 936, it is added that the earlier orders of payment should be invalid: "ἀκύρων ὄντων τῶν ἐνταγίων κ(αὶ) ἀνιςχύρ[ω]ν τῶν παρὰ coῖ ὑπὲρ τῆς αὐτῆς ιε // ἰνδικ[(τίονος)" ("since the orders of payments you had regarding the same 15th indiction are invalid and with no force").

# **Securities**

Personal securities – sureties

As an ἐγγύη, i.e. a surety in which one person takes liability for an obligation of another in case they did not perform, we distinguish three types: performance surety, attendance surety, and surety for someone's debt in money or in kind. Performance sureties taking the form of an oath are most numerous in the archives, as out of the twenty six sureties there are 20 certain performance sureties (fifteen from Aphrodite and five from Antinoopolis), two certain attendance sureties (P. Flor. III 284 and P. Cair. Masp. I 67094) and three sureties of debatable type (P. Flor. III 288, P. Cair. Masp. III 67332 and P. Cair. Masp. III 67334). More likely than not these are attendance sureties, but P. Flor. III 288 could well have been a performance surety too. Unfortunately, the damage to the text is too substantial to determine this. One text, P. Cair. Masp. II 67122, is a surety pertaining to a debt.

The surety documents are all very formulaic and while they usually differ slightly in phrasing, and in any given document some clauses are present while others are absent and *vice versa* in a different document, there is a very limited number of clauses that can be found in these texts. The most radical example are the twelve *agrophylakia* written by the same scribe Isaak texts of P. Cair. Masp. III 67328 which have two types of oaths and the phrasing is virtually identical but for the ordering of the clauses, of which there are also just two variants. Other Aphrodite texts are also visibly similar enough to each other to allow the reconstruction of whole missing clauses (e.g. P. J. Sijpesteijn, Analecta Pap. 3 (1991), p. 138.), but all in all not to such an extent as these in P. Cair. Masp. III 67328. The Antinoopolitan texts, while very similar to each other, differ significantly from the Aphrodite texts in the phrasing, but the general sense and purpose of the texts appears to be identical.

The main body of the text is also standard. It is built on the verb  $\dot{o}$ μολογ $\ddot{\omega}$  or  $\dot{o}$ μολογο $\ddot{\omega}$ μεν, followed by the adverbs  $\dot{e}$ κουσίως καὶ αὐθαιρέτως, 'I/we acknowledge freely and voluntarily'. It is interrupted immediately by the oath expressed in a subordinate clause ruled by the participle "having sworn" (gr.  $\dot{o}$ μνύς). The oath has a double religious and imperial addressees, e.g P.Cair.Masp. III 67328.6–8:  $\dot{e}$ πομνύμενος τόν τε παντοκράτορα Θεὸν καὶ τὴν νίκην καὶ διαμονὴν το( $\ddot{\omega}$ ) δεσπότο( $\dot{\omega}$ ) ἡμ $\dot{\omega}$ ν Φλ(αυίου) Ἰουστίνο( $\dot{\omega}$ ) το( $\ddot{\omega}$ ) αἰωνίο( $\dot{\omega}$ )

αὐγούστου αὐτοκράτορος ('having sworn both on the almighty God and the victory and permanence of our lord Flavius Iustinus, the eternal august emperor'); or a little P.Cair.Masp. III 67332.7–8: ἐπομνύμε]νοι τόν [τ]ε παντοκράτορ[α Θ]εὸν καὶ [τ]ἡ[ν νί]κ[η]ν καὶ σωτηρ[ί]αν [τοῦ καλλινίκου ἡμῶν δεσπότο(υ) Φλ(αυίου) Ἰουστινιανοῦ τ]οῦ αἰω[ν]ἰρψ αὐγ[ο]ύστου κ[αὶ] αὐτοκρ[άτορος] ('having sworn both on the almighty God and the victory and salvation of our triumphant lord, Flavius Iustinianus, the eternal augustus and emperor'.).

In the actual surety clause the guarantor states that he "gives and pledges surety for the stay and appearance" (gr. ἐγγυᾶσθαι καὶ ἀναδεδέχθαι μονῆς καὶ ἐμφανείας) of the object (given in accusative). The phrase of "μονῆς καὶ ἐμφανείας" is clearly crucial as it appears in all sureties from Aphrodite and sureties from other cities (e.g. Herakleopolis, BGU III 936; Hermopolis, BGU XII 2135), but not in Antinoopolitan ones.

The object of the surety in acc. with their personal description and profession or function comes immediately after, e.g. P. Cair. Masp. III 67328, p. 2.7–8: Αὐρήλιον Ἁγ[νά]τωνα Παπόλλωνος, ποιμέν(α) καὶ ἀγρο[φ]ύλακ(α) τῆς δεκανείας Τειαε ('Aurelius Agnaton, son of Apollon (pap.: Papollon), shepherd and field-guard of the decuria Teiae'.); P. Cair. Masp. III 67296.6–7: Αὐρηλί[ο]υς Ἑρμαυὼν Μο(υ)σῆτος καὶ Μο\υ/σῆν αὐτοῦ γνήσιον υἰὸν, μελισουργοὺς ('Aurelii Hermauos, son of Mouses, and of Mouses, his legitimate son, bee-keepers').

The object of surety could be followed by the period of validity of the surety - in all deeds documented in P. Cair. Masp. III 67328 it is one year, e.g. II. 20–22: πρὸς ἐνιαύσιον χρόνον, λογιζόμεν(ον) ἀπὸ σήμερον τῆς προγεγραμμέν[(ης)] ἡμέρας, ἥτις ἐστὶ μηνὸς Ἐπεὶφ κ παρούσης πεντεκαιδεκάτης ἰνδικ(τίονος) ('for the period of a year counting from today, the above-written day, that is the 20th of Epeiph of the current fifteenth indiction'.).

In the next clause the duties of the object of the surety are presented, introduced by a final clause " $\dot{\epsilon}\pi\dot{\iota}$   $\tau\ddot{\omega}$ " followed by *accusativus cum infinitivo*. These will obviously differ between the texts (although in P. Cair. Masp. III 67328 they are also understandably identical as all the documents deal with *agrophylakia*), but two phrases are present all around: firstly, "(that) he remains" (scil. in the village, gr.  $\alpha\dot{\upsilon}\tau\dot{\upsilon}v$  (scil.  $\dot{\epsilon}v$   $\tau\ddot{\eta}$   $\kappa\dot{\omega}\mu\dot{\eta}$ )  $\pi\alpha\rho\alpha\mu\epsilon\ddot{\iota}v\alpha\iota$ ); secondly, that he "will never abandon his duties" (gr.  $\mu\eta\delta\alpha\mu\ddot{\omega}\varsigma$   $\dot{\alpha}\pio\lambda\epsilon\dot{\iota}\pi\epsilon\sigma\theta\alpha\iota$ ). In the sureties preserved on P. Cair. Masp. III 67328, the agrophylakes' duties usually listed besides the basic ones are the following:

- προσεδρεύειν 'remain'
- καὶ ὑπουργεῖν πᾶσι ταῖς δημοσίαις χρείαις 'assist everyone in the public affairs'
- τὴν παραφυλακὴν τῶν εἰρηνικῶν πραγμάτων (ποιεῖσθαι) 'perform the guard-duty of the peaceful affairs'
- τὰς παραστάσεις τῶν ἐπ̞ιζ̣η̞το(υ)μένων προσόπων ποιεῖσθαι 'bring wanted persons'

The scope of obligations of the object is different in case of documents securing the appearance at a certain place (in front of an official) or guaranteeing their staying at the village because of investigation or trial against them, e.g. P. Cair. Masp. I 67094.12:  $\dot{\epsilon}\pi\dot{\iota}$  τῷ αὐτὸν  $\dot{\epsilon}$ μμεῖναι καὶ εὑρηθ[ῆν]αι  $\dot{\epsilon}$ ν τῆ αὐτῆ κώμη ἀφροδίτης ἄνευ οἰασδή[ποτ]ε

κ[ατα]φρ[ον]ήσεως καὶ αἰσ[χρᾶ]ς πράξεως ('so that he will remain and be found in the village of Aphrodite without any neglect or shameful act whatsoever').

The next clause deals with the duties of the guarantor himself; he is typically obliged to bring forward the object of the surety on demand of the recipient of the surety, or when the object does not appear to provide what they were obliged to provide,  $\dot{o}\pi\dot{o}\tau\alpha\nu$  δὲ ζητούμενον παρὰ τῆς σῆς εὐδοκιμήσεως ('and when he is demanded by your most distinguished person'). The action expected that the guarantor declared to undertake is expressed: τοῦτον παρενεγκεῖν καὶ παραδώσω ἐκτὸς ἀγίων ('I will bring him forward and give away'). Yet, the exclusion is introduced: ἐκτὸς ἀγίων περιβόλων καὶ θείων χαρακτήρων καὶ ἀγίας κυριακῆς ('outside of the holy precincts and imperial portraits and not on the holy lordly (sunday)", which means that the guarantor will bring the person for whom they provided surety with the exception of situations in which the law guaranteed the refuge and not on Sunday.

The following part of the text is the proper surety, in which the guarantor recognises his duty towards the recipient and his liability to pay the penalty if the object of the surety actually did abandon his duties and upon demand was not presented: εἰ δὲ ἀπολημφθείη καὶ ζητούμενος μὴ εὑρεθείη, ἑτοίμως ἔχω ὁ προγεγραμμένος ἐγγυητὴς παρέξω ὑπὲρ τῆς αὐτοῦ ἀπολείψεως χρυσοῦ νομίσματα ἕξ (P. Cair. Masp. III 67328, p. 1.15–18) vel sim. ('And should he abandon his duties and having been demanded were not found, I, written above guarantor, am ready to provide for his leaving six solidi of gold.'). Then the mention of the liability coming from the oath is as otherwise the guarantor would be in violation of the given oath (gr. ἢ ἔνοχον εἴη τῷ θείῳ ὅρκῳ).

Occasionally, the guarantor(s) seem to secure that the object would not change their status: e.g. P. Cair. Masp. III 67296.11–12: [ἀλλ' ἐπὶ τῷ α]ὐτῷ σχήματι μένουσιν ἀδιαλείπτως ἄνευ οἴας δήποτε προστασίας, μήτε μοναχ[ι]κο(ῦ) μήτε στρατι[ωτικοῦ], [ἀλλὰ πα]ρα[δ]ώσωμεν τ[ούτο]υς, ὡς προείπαμεν, ὁπόταν ζητηθείη πρὸς ἡμᾶς παρὰ τῆς ὑμῷν ἀρ[ίστ]ης [αἰδεσ(ίμου)] ('without any other status, but they shall remain unintermittently under the same status without any protection, whether monastic or military, but we will deliver them as we stated above, whenever we are demanded by your venerable excellency').

The last element of the document's body are the provisions concerning the termination of the surety and invalidation of the document after this time, II. 19–20: termination of contract: συνπεραιουμένου δὲ τοῦ χρόνου, ἐπὶ τῷ ἐμὲ ἀναλαβεῖν ταύτην μου τὴν ἐγγύην, ἤγουν, μένουσαν παρ' ὑμῶν, ἄκυρον εἶναι καὶ ἀνίσχυρον πανταχοῦ προφερομένην ('And when the period has elapsed, for which I have taken up this surety of mine, that is, remaining by you, it will be invalid and powerless wherever it is produced').

The document is concluded with the stipulatory clause and subscription of the issuer and subscriber for illiterate, if necessary, and sometimes witnesses. Clearly, the presence of the latter must have been optional.

#### **Petitions**

A petition – which in the Archive is often addressed to the dux of Thebaid – opens with the address to the dux, naming the petitioners, and has a standard structure of the main body.

The first part is the **prooimion**, where the petitioners draw attention to the injustice against them and plead to the dux for justice. The petitioners express their humbleness with adjectives such as 'ἄθλιος' and 'ἐλεεινός' as opposed to their ruler who is 'ὑπερφυέστατος' and praise him for having been elected to rule and restore the order. The introduction to the narration that follows consists of very standard wording. The petitioner(s) 'knowing this very well' (referring to the ruler's 'φιλανθρωπία') 'fall down to His intangible feet', wishing to explain their situation as it stands: 'το(ῦ)]το μαθόντες ἀκριβῶς παρὰ πόδα τῶν εὐκλεῶν ὑμῶν ἵχνων κυλινδο[ὑμε]γοι ἤκαμεν, \προδυρόμενοι(\*)/ διδάσκοντες τὸ κα[θ'] ἡμᾶς πρᾶγμα ἐν τούτοις ἔχον' [P. Cair. Masp. I 67009, II. 4-6].

Then follows the **narratio** of events, explaining in detail all the misfortunes they have suffered, more particularly wrongdoing committed by someone in power against them, from appropriation of taxes, to false accusations, arrests and plundering of houses of the claimants. The wording in the narration of events also uses standard format, starting with the phrase 'διδάσκομεν οὖν τοίνυν τὴν ὑπερφυῆ ὑμῶν ἐξουσίαν ὡς…' ('We inform therefore your excellent authority that …') [67009, II. 6-9].

The petition often closes with a **conclusion**, stating the petitioners' actual request, to live and pay taxes peacefully: 'ὅπως ε[ὕρωμ]εν εὐκόλω[ς βι]ῷναι οἶοι [- ca.28 - ] τὰ ἴδια τῷ δημοσίῳ [καὶ] ἐξυπηρετῆσαι τῆ τού[των] εἰσφορᾶ κατὰ τ[ὸ ἔθο]ς καὶ εὕρωμεν ἡσ[ύ]χ[ως] διατρῖψαι' ('so that we find means to live peacefully … our part (of the taxes) to the fisc and to assist according to custom in the collection of this (part) and so that we find means to pass our time in peace') [67004, II. 18-21]

In certain cases an **invocation to the dux** survives in the closing of the document, in the plural as in P. Cair. Masp. I 67004 (I. 22): 'ὑπερφυέστα(τοι) καὶ ε[ὑκλ]εέστα(τοι) στρατηλ(άται), ὕπατοι, πατρίκιοι, δοῦκες, [αὐγου]στάλιοι, κύριοι' ('most extraordinary and honourable commander, consul, patrician, dux, augustalis, lord').

#### Terms:

άγία περιβόλα holy precincts άναδεδέχθαι άπολείπω in (med-)pass. to abandon duties άπόλειψις desertion (from duties) έγγυᾶσθαι καὶ ἀναδεδέχθαι guarantees and assumes full responsibility έγγυητής guarantor έμφανεία appearance ἕνοχος liable θείοι χαρακτῆρες imperial portraits μονή stay ὄρκος (θεῖος) oath (imperial) (ἐν τῇ κώμῃ) παραμένειν to remain (in the village) προσεδρεύειν - attend to, see to, keep watch on ὑπουργεῖν (πᾶσι ταῖς δημοσίαις χρείαις) assist (in all the public affairs) χρεία (δημόσια) - (public) affairs παραδίδωμι give away παραφέρω - bring forward παραφυλακή - guard duty εἰρηνικὰ πράγματα - peaceful affairs παραστάσεις τῶν ἐπιζητουμένων προσώπων ποιεῖσθαι - take wanted persons into custody

# A. Dictionary (common vocabulary, *hapax*, Latin words, strange phrases and words of uncertain meaning)

ἀγκών, ῶνος, ὁ – nook, bay, bend of a road/river (P. Vat. Aphrod. 26) αήρ – the air above the rooftop (P. Mich. XIII 665)  $\alpha$ ίθρα – patio (P. Mich. XIII 665) αἴθριον – inner court (P. Mich. XIII 665) αἴθρος – covered hall (the same applies to αἴθρα, αἴθριον, see R. Daniel, Architectural *Orientation,* 123-169)  $\dot{\alpha}$ κανθών =  $\dot{\alpha}$ κανθεών,  $\ddot{\omega}$ νος – thorny brake ἄκαρπος – barren, without fruit (ἔγκαρπος – fruitless) ἀκυρωσία – declaration of invalidity άλληλανάδοχοι – giving mutual security άλληλομανδάτορες (L.) – mandatores for each other άλωνία – threshing ἀμπελουργός – vine-dresser ἀναδοχή – assumption of obligations, undertaking ἀναμέτρησις – fixed rent ἀνδρών - men's apartment ἀνδρώνιον, το – (ὁ ἀνδρών) men's apartment ἀντικαταλλαγή – exchange of property ἀντικαταλλάττομαι – exchange ἀντιλογία – dispute ἀντιμίσθωσις – counterlease (in a technical sense: a unilateral document produced by the lessor) ἀντίπροικα (hapax) – gift in lieu of dowry (P. Lond. V 1708) ἀντισύγγραφος, adj. – one of the two original documents, counterpart ἀντιφώνησις – antiphonesis is the Greek term to describe constitutum debiti, a legally enforceable agreement in which a person promises to pay another person's or his own debt in the future, whereas the creditor agrees to give the debtor extra time άννωνιακοὶ τίτλοι (L.) – annonae (P. Mich. XIII 667) ανυδρος – waterless, descr. of arourae or land etc.

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άξιωθείς – upon request
ἀποδίδωμι – repay
ἀπόδοσις – payment; τελεία ἀπόδοσις – fulfilment of payment
ἀπαλλαγή – settlement
ἀπαλλάσσεσθαι (πρὸς ἀλλήλους), to be set free (from each other)
ἀποζεύγνυμι – separate
ἀπόζευξις, ἀποζυγή – deed of divorce
ἄπορος – poor
άποσχοινίζομαι
ἀριστητήριον δῶμα – dining room (P. Berl. Zill. 6)
ἀρτοκολλητής – baker or confectioner
ἀπότακτος – fixed rent
ἀποχή – receipt (πληρωτική ἀποχή payment receipt)
ἄραξ – chickpeas
ἀσφάλεια – security; ἔγγραφος ἀσφάλεια - written security document; in a broad sense: any
type of deed
ἀσφάλεια πράσεως – document of sale
ἀσφαλές, το − see ἀσφάλεια
αὐτόπρακτον σχῆμα - autoprakton schema, enjoying the privilege of collecting one's own
taxes
άχυροθήκη – chaff-holder
ἄχυρα – chaff, stubble
βεβαίωσις – (in final, confirmation clauses) confirmation; validity (cf. P. Cair. Masp. III
67169bis)
βέστιον (Lat.) – vestis (1708)
βοηθός – assistant
βόσκημα – pasture
βούλησις – will, accomp. of διαθήκη
γεουχικόν μέρος – landlord's part
γεοῦχος – landlord
γεωργέω – cultivate
γεώργιον – field
γήδιον – piece of land
γονικός – ancestral, parental
γραμματεῖον – written instrument
γραμματικός – teacher/learned scholar
δέκρητον (Lat.) – decretum
δεσπόζω – own, be legal proprietor
δεσποτεία – ownership / proprietorship
δεσποτικός – proprietory; δεσποτική κατοχή – proprietary possession
δημηγερσία – sedition, agitation (P. Flor. III 295.5)
διαβοάω – celebrate
διάδοχοι – successors (heir ab intestato)
διακάτοχοι – possessors (bonorum possessores)
διατυπόω – make dispositions (of a testator); τὰ διατυπωθέντα – the dispositions
διοικέω – control
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δουκική τάξις – ducal staff/office

 $\delta \tilde{\omega} \mu \alpha$  – terrace roof

δέκρητον (L.) – decretum

δελτίον – (hapax phrase PLond.5.1674 ) ἐπὶ δελτίῳ

διαθήκη – will, testament

διαθηκιμαῖον γράμμα – deed of will, testamentary document

διαίρεσις – division of property

δίεσις – divorce, dismissal of a wife

διαλύεσθαι (πρὸς ἀλλήλους) – to break up (from each other)

διάλυσις – dissolution, settlement (of mutual claims), divorce, deed of separation; the

division of inheritance

διαλυτική ὁμολογία – divorce agreement, quittance

διδασκαλία – information, report

 $\delta$ ωρεά – donation

ἐγγύη – surety

ἐγγύημα – surety, guarantee

έγγυητής – guarantor (m.), έγγυήτρια – guarantor (f.)

ἔγκλημα – accusation

ἐκδίδωμι – hand over

ἐκδίκησις – legal remedy

έκδικία – punishment for wrongdoers

έκδόσιμος – contracted for (67313)

ἔκδοτος – delivered (67313)

ἐκδίκος – defensor

έκκεχωρηκέναι – to give up

ἐκλογιστία - reckoning

ἐκμισθόω – lease out

ἑκούσιος – voluntary; ἑκουσία γνώμη – with voluntary judgement

ἐκφόριον – rent in produce

έλαιουργεῖον – oil-press

έλαιουργός – oil manufacturer (P. Vat. Aphrod. 6)

έλαιών – olive trees

ἐμμένω – abide by

έξέδρα – hall (P. Mich. XIII 665)

ἐκποιέω – sell off

έμφύτευσις – emphyteysis: long term contract of use of land allowing the user to perform

the rights almost identical with the owner / perpetual usufruct

ένθάδιον (hapax) –

ένοίκιον – rent for a building, but not necessarily a dwelling

έντάγιον – order for payment; but used also as a receipt

ἑξάμετρον – hexametron (measuring device)

έξωτικοί/φανεροί τόποι (67021)

ἔπαυλις – cottage

ἐπιτροπή (e.g. τοῦ προεστῶτος) - care / capacity

δελτίον – writing tablet

δημηγερσία – sedition, agitation (P. Flor. III 295.5)

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διαβοάω – celebrate
διαμονή – permanence
έντάγιον – receipt/confirmation of payment
έποικοδομέω – add to by building
έξουσία – power
έπικαρπία – profits
εὐφημέω – praise
ἐφησυχάζειν – acquiesce in
ζήτημα – inquiry
ἡλιαστήριον – fruit-drying place, sunning ground
θεσπίζω – decree (mostly in 1st plural, "we decree" in imperial rescripts)
θύρα – gate, door
ἴχνος – feet
καγκελλάριος (L.) – cancellarius
καθαρός – (regarding land) free of debt; (regarding intention/purpose) pure; (regarding
conscience) clear
καλαμία – reed land
καλλίνικος – gloriously triumphant
κάματος – labour, effort
κάμινος – furnace
κάμπανος – weighing-machine
κάμπτρα – case
καρπός – harvest, produce
κατανομή – pasture
κατοχή – possession; δεσποτική κατοχή – proprietary possession
κάψιον – hapax – cf. καψάκιον, καψάκη, box, container
κεραμεῖον (κεραμοπλαστικόν) – pottery workshop
κηνσίτωρ (L.) – censitor
κοινωνία – ownership; κατὰ κοινωνίαν – in joint ownership; κοινωνία βίου – shared life;
κοινωνία γάμου – married life
καταγράφω – transfer / convey
καταλείπω – bequeath (καταλεῖψαι in P. Cair. Masp. II 67169 + P. Cair. Masp. III 67169bis)
κελλίον – storage room (see R. Daniel, Architectural Orientation)
κεραμοπλάστης – potter
κεφάλαιον – section/provision
κίνδυνος – risk; ἰδίῳ κινδύνῳ – at one's own personal risk
κληρονόμος – heir
κρατέω – hold
κρυψίδα? (ἤτοι τριπήνινον) – yarn reel?
κτάομαι – to possess; κεκτημένος – property-owner
κτηναφαίρεσις (hapax in the Archive) – cattle-lifting (P. Masp. II 67002. 26; P. Lond V
1677.35)
κυριεύω – own
λαγχάνω – to be allotted
λάκκος – cistern
λαψάνη/λεμψάνη – charlock
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ληγάτον/ληγάδον (Lat.) – legatum, bequest
ληνών, ῶνος (= ληνεών, ῶνος) – place of a wine-press (P. Vat. Aphrod. 26)
λίβελλος (L.) – libellus, petition
λογίζομαι – count (about time), put on account (about payment)
λογιστήριον – accounts office (P. Cair. Masp. III 67329)
λῦσις – release/cancellation (of debt)
λύτρωσις – redemption
μάνδρα τῶν ποιμνίων – sheepfold
μισθοῦμαι – lease; (ἀντι- / ἐκ-)μισθόω – let out
μερίζομαι – divide
μετάθεσις – transfer (P. Cair. Masp. III 67329)
μεταμισθόω – to sublease
μεταποιέω – resell
μετριότης – humble means/resources, modest ability (67097 D; 67151)
μισθωτής (γεωργός) – farmer leaving on cultivating someone's land
ναύτης – sailor
νέμομαι – enjoy (see Kriaras)
νεύω – face (south, north etc.)
νίκη – victory
voμή – possession
μέτρον – measure; μέτρον φορικόν – measure for rents
μητρῷα – bona materna
μισθός – rent
μίσθωσις – lease (in technical sense: unilateral document by a lessee)
μονή – dwelling
μυξέα – lasura tree (Cordia myxa)
νεοφυτεῖον – young plantation
οἰκέω – inhabit
οἰκοδομέω – to build
ολόκληρος – entire
ομολογέω – acknowledge
ομολογία – acknowledgment, agreement
ομότυπος – identical in tenor
őργανον – field (see P. Cair. Masp. I 67087)
ὄρκος – oath
οπίσσωτρον (hapax) – intellige ἐπίσωτρον, the metallic hoop of a wheel; the word is not
found elsewhere on papyri.info. Used in Modern Greek
ὁρμώμενος – hailing/who hails from
όφειλή – debt
παιδαρίοις – ποδαρίοις? Bagnall on paidarion - AJ FS
παῖς – slave
παραδρομίς – gallery
παραθήκη – deposit with a trustee
παρακλητική ὁμολογία – agreement on request (of the weaker party)
παραπέμπω – convey
παραμυθία – interest
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παραχωρέω – cede
παραχώρησις – cession (of ownership)
πάση έξουσία – with every power
πατρῷα – bona paterna
περίλυσις – dissolution of marriage/divorce1
πικούλιον/πεκούλιον (L.) - peculium (P. Cair. Masp. III 67314):
πεσσὸς – stairway<sup>2</sup> (P. Mich. XIII 665)
πιναρωτός – this adjective is only found twice, also in SB XXII 15251, 601-700 AD:
κεφαλοδέσμιο(\nu) πιναρωτ(\dot{o}\nu) α. Perhaps from πίνη and πίνα (cf. πινάριο\nu), pearl
πισσοκάμινος – furnace for extracting pitch
πιττάκιον – pittakion (receipt of payment, cheque)
πληρεστάτω παντί δεσποτείας δικαίω - with full rights of ownership
πληροῦσθαι (πρὸς ἀλλήλους), to be settled (with each other)
πληρωτική ἀποχή – payment receipt
ποιμήν – shepherd
πολυκωπίτης – skipper
πόρω τῆς ὑποστάσεως – resources based on one's property
ποτίω – water, irrigate
πραιτεύω (L.) – praedo
πραιποσίτος (L.) – praepositus
πραιτεύω (L.) – praedo
πρᾶσις – sale
πρεσβύτερος – priest
προαιρέσει ἰδία - one's own expressed opinion
προδιωμολογημένος – above-described
προκουράτωρ (L.) – procurator
προμερίζω – bestow in advance
προμερισμός – extraordinary distribution (P. Cair. Masp. III 67340 R+V; P. Vat. Aphrod. 26)
προμιττέντες (L.) – the promising (parties) κατὰ τὸ τῶν δύο ῥέον προμιττέντων - giving
mutual security and being mandatories of each other (P. Hamb. I 23)
προνήσιον – verandah (P. Mich. XIII 665)
προνοητής – it is more a function (both in church and for lay people)
πρόσοδος – income
προσομιλεῖν (ἔτερον γάμον) – to be united in a different marriage
πρόστεγα – house-rent
πρώτη στέγη – ground floor (P. Mich. XIII 665)
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<sup>&</sup>lt;sup>1</sup> The term is used from the Hellenistic period for various settlements like quittances and repayments. It is also used to name the act of repudium, as in P. Cair. Masp. I 67121 in the Dioskoros archive. Outside the Archive, it is found in and in P. Fam. Tebt. 13, P.Mil. Vogl. 4 229, P.Oxy. I 129 ('περιλύσεως ῥεπούδιον'), P.Oxy. XII 1473, P. Strasb. III 142, SPP 22 51, and implied in the structure 'περιλέλυμαι πρός' ('I divorce from') in PSI X 1104 ('περιλυομένη πρὸς…') and in BASP 58 (2021) S. 138 ('παιριλαίλυμαι πρὼς…', I. 'περιλέλυμαι πρός').

<sup>&</sup>lt;sup>2</sup> See Robert W. Daniel, *Architectural orientation in the papyri* (Paderborn [u.a.]: Schöningh, 2010), p. 132 and n. 47: Hence, the aithrion was often located close to a stairway or stairwell (πεσσός). For instance, 16 and 96, which deal with the same part ofthe same house, mention an aithrion with a stairwell at its east side. See also Anna Lucille Boozer, *Amheida II: A Late Romano-Egyptian House in the Dakhla Oasis / Amheida House B2*, p. 163 (available at <a href="http://dlib.nyu.edu/awdl/isaw/amheida-ii-house-b2/">http://dlib.nyu.edu/awdl/isaw/amheida-ii-house-b2/</a>)

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πυλών – space inside the gateway (P. Mich. XIII 665)
πυργίσκος – cabinet, cupboard
πύργος – tower
πωμάριον – orchard
ρεπούδιον (L.) – repudium
σάθρωσις (hapax) – ruin (P Lond. V 1677.34)
σαλαρίος (L.) – wages
σιγγουλαρίος (L.) – singularius
σκεπτώρια (hapax) – exceptorium, container, vessel
σκρινιάριος (L.) – scrinarius
σκρίνιον – chest
σπείρω – I sow
σπερμοβολία – sowing
σπόρτουλον (L.) – sportula
συγγραφή – written agreement, contract
συμβίωσις – cohabitation
συμβολαιογράφος – notary
συνάπτω (ἕτερον γάμον) -
συναρπαγή – obreption (< Lat. obreptio = συναρπαγή), see Sophocles Lexicon, s.v.
"surreption". What is meant is a particular method of fraud: fraud in obtaining or attempting
to obtain something from an official [Balamoshev]
σύναψις – enumeration of misdeeds (P. Flor. III 295.7)
συνθήκη – agreement/contract
συνοικέσιον – married life
συντέλεια – contribution
συντελεστής – syntelestes
στέργω – be in favour of
σχοινίον – schoinion; μέτρω δημοςίου ςχοινίου μέτρω – measured with the public schoinion
σχολαστικός – scholasticus
σωματικόν καὶ ἀσώματον δίκαιον – material or immaterial right (Wolff, ZRG RA 91 (1974), p.
80: ius corporale sive incorporale)
τέκτων – carpenter
τρώξιμα – vegetables eaten raw
τιμή – price for object, but sometimes used as a rent (P. Cair. Masp. I 67097, vo, A)
τριπήνινον – yarn reel?
τωκάλιον (hapax) – a kind of household appliance (maybe δοκάλιον/δοκάριον; see Preisigke)
ὑπερῷον – upper story (P. Mich. XIII 665)
φοῖνιξ – palm dates (as a part of rent in kind)
φοινικοπώλης – date-seller
φόρος – rent in money, or general rent
φρέαρ – well
φρεναπάτης (hapax) – soul-deceiver, deceiver, misleader P. Lond. V 1677
φιλοκάγαθος – loving the good, as an adjective hapax in P. Lond. V 1677.5, probably short
for φιλοκαλοκάναθος
φιλοκαλέω – look after
φορολογέω – levy rent
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φορολόγος – tax-gatherer φωλεόν (φωλεός) – den φυλάσσω – keep φυτόν – tree χαλκοτύπος – coppersmith χάραξ – vine prop χείρ – syn. χειρόγραφον χειρόγραφον – handwritten declaration χειρόγραφον χρείας – handwritten declaration of debt χερσώδης – barren χερσαμπέλος – dry vineyard (P. Cair. Masp. I 67104) χρῆσις – use χώρημα – space χωρίον ἀμπελικὸν ζωόφυτον – productive vineyard (P. Cair. Masp. I 67104) χόρτος – fodder χωρίζεσθαι (πρὸς ἀλλήλους) – to separate (from each other) ώνιακός – of a sale; ώνιακὴ ἀσφάλεια – security of sale

#### **Phrases**

#### Gereral

ἄνευ βίας καὶ ἀπάτης καὶ ἀνάγκης καὶ πλάνης πάσης καὶ φόβου καὶ δόλου – without any violence or deceit, compulsion or fraud, without any intimidation or guile ἀπὸ τοῦ νῦν ἐπὶ τὸν ἀεὶ καὶ ἑξῆς ἄπαντα χρόνον – from now on and forever ἔργῳ καὶ δυνάμει – as a matter of fact and with full legal power δίχα οἵασδήποτε ἀμφιλογίας καὶ κρίσεως καὶ δίκης καὶ οἰασδήποτε (ἐπ)ἐρωτηθείς ὡμολόγησα – having been asked the formal question, I consented ἔργοις τε καὶ λόγοις – in works and deeds εὑρησιλογίας καὶ περιγραφῆς νόμου – without any dispute or trial or judgment or any pretext or circumvention of the law νίκη τῆς βασιλικῆς σωτηρίας – victory of the imperial salvation ὀρθῆ τῆ διανοία – with a sound mind

#### I. Petitions

ἀεργῶς (hapax) καὶ ἀπράκτως (PFlor.295.5) ἀνυψόω πρὸς τὸν Θεὸν ἐνδελεχῆ πρεσβείαν καὶ εὐχὴν – I forever raise my hands in intercession and prayer to God ἑκουσία γνώμη – freely and willingly ἐνεχύρο[υ λόγῳ καὶ ὑποθήκ]ης δικαίῳ ἐπιτήδευμα τοῦ ζῆν ἀποτρόφινον – job/occupation providing means of subsistence (PFlor.295.2) ἐφ' ὑπογραφῆς τοῦ ὑπὲρ ἐμοῦ ὑπογράφοντος – bearing the signature of my agent signing on my behalf καθαρᾶ συνειδήσει - with a clear conscience καθαροτάτη προθέσει - very pure purpose καλῆ πίστει - in good faith κεκμήκαμεν αἰτοῦντες – we are tired of asking (P. Flor. III 295.12) πρόσειμι τοῖς εὐκλεέσι ὑμῶν ἴχνεσι – I come to your most renowned feet καθάπερ ἐκ δίκης – as if by court decision ένεχύρου λόγω καὶ ὑποθήκης δικαίω – as a pledge and according to the law governing mortgages

#### II. Leases

ἀπλῆν γραφεῖσαν - misthosis, written in a single copy δισσὴν ὁμότυπον – written in two identical copies έκ τῶν ἰδίων σου ἀναλωμάτων – at your own expense έκ τῶν ἰδίων κτηνῶν – with your own animals ἐν τελείῳ καὶ ἀβροχικῷ – whether completely flooded or (God forbid) unflooded έτοίμως ἔχω + inf. = I am ready to (introduces obligation, usually repayment) ἐφ' ὧ – so that καὶ αὐτῆς – including this (indiction) σὺν Θεῷ – God willing σὺν δικαίων πάντων – with all the rights στοιχεῖ μοι ἡ ἀποχὴ – I agree with the contents of the receipt ποιούμενος τὸν λόγον αὐτοῦ – undertaking business for

#### III. Sales & other documents

ἀδόλῳ σκοπῷ – with an honest aim ἀκούσας παρὰ τοῦ θεμένου – having heard declarations from the initiator ἀκούσας παρὰ τῶν θεμένων – having heard the parties' acknowledgments ἀκολούθως τῆ δυνάμει – by virtue of άμέμπτως καὶ ἀκαταγνώστως – blamelessly and flawlessly ἀμεταβλήτω ἀμετατρέπτω λογισμῷ - with unchanging and unalterable disposition ἀμετανοήτω προαιρέσει - with unregretting intention ἀναποτρέπτω γνώμη τε καὶ προαιρέσει – with irrevocable mind and intention αὐθαιρέτω βουλήσει – out of one's own free will γενικῶς καὶ ἰδικῶς – generally and severally (with mortgage to say that it is on the entire property and each thing individually) ἔγγραφος ἀσφαλεία πράσεως – written security of sale εἰ δὲ καὶ ἦττον φροντίζω τῆς βεβαιώσεως – If I take too little care of confirmation (=if I neglect)

είς ίδίας μου καὶ ἀναγκαίας χρείας – for my own necessary needs

έξ άλληλεγγύης – under mutual guarantee

έπερωτηθέντες ὡμολογήσαμεν – having been asked the formal question, we consented έπιβάλλον μοι μέρος – the part that falls to me

κατὰ τὰ ὅρια – within the limits/according to the boundaries (cf. P. Mich. XIII 666). Limits can be misinterpreted

όμνύμενοι τὴν ἀγίαν καὶ ὁμοούσιον τριάδα – swearing by the holy and consubstantial Trinity

πρὸ γάμου δωρεά – antenuptial gift (P. Lond. V 1708.117) τιμῆς τε τῆς πρὸς ἀλλήλους συμπεφωνημένης καὶ συναρεσάσης τελείας – for the full and fitting price agreed and jointly approved τῷ χρυσοχοϊκῷ σταθμῷ – according to the goldsmith's standard

# IV. Divorces

καθάπερ ἐκ δίκης – as if by court decision