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A Labor Contract for a pronoetes (P.Lond. inv.)*

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**PAPYROLOGICAL TEXTS IN HONOR OF
ROGER S. BAGNALL**

Edited by
Rodney Ast, H  l  ne Cuvigny,
Todd M. Hickey, and Julia Lougovaya

THE AMERICAN SOCIETY OF PAPYROLOGISTS
DURHAM, NORTH CAROLINA

Papyrological Texts in Honor of Roger S. Bagnall

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33. A Labor Contract for a *pronoētēs* (P.Lond. inv. 2219)*

Todd M. Hickey and James G. Keenan

P.Lond. inv. 2219
Oxyrhynchus

23.3 x 42 cm

June 11, 496

The document, the fourth of its kind to be published, is what the editors of the first and still most complete specimen (*P.Oxy.* I 136 = *W.Chr.* 383) called a “contract of a farm steward.” See also *P.Oxy.* LVIII 3952, “steward’s work contract,” and the much more fragmentary P.CtYBR inv. 325, published by A. Benaissa as “an estate overseer’s work contract.”¹ The present contract (συνάλλαγμα) is complicated by the existence of an earlier contract, the *proteron synallagma* mentioned in line 5. This must have been of the same type as the present one, an agreement between steward and landholder, but for properties of a different management district (*prostasia*) closer to Oxyrhynchus (they include the *epoikion* Geronta—line 6) than those that are the concern of the present contract (cf. ll. 8, 12–14, 15–16). It is further complicated by the reference in line 4 to a *ius mandatoris* that seems to imply the existence of yet another contract, a *mandatum*, also distinct from the present contract—unless, that is, as Boudewijn Sirks has suggested to us, the mandate is embodied in the present document’s “additional agreement” beginning at line 17 (see below in this introduction and 17n.).

The name of the landowner to whom the present contract is addressed is lost, but his patronymic (Mousaiou) is extant, as is a title: He is a *comes sacri consistorii*. His deceased father no doubt reappears (but alive) among the grandees in the fiscal account *SB XXII 15257.7* (before 489²). He is surely not also the father of Flavia Euphemia (cf. *P.Oxy.* VII 1038, which dates to July 26, 568), but we cannot exclude the possibility that he is the Mousaios responsible for the order *PSI III 165* (441/2). We suspect that he is the son of Strategios(?) who appears in the liturgical roster *P.Oxy.* XVI 2039.³

The steward’s name is likewise lost, but that of his guarantor, his father Aurelios Megas, son of Philoxenos, does appear; he seems, however, to be otherwise unknown. The *prostasia* for which the steward is contracting is of some interest. Not only does it include properties in both the Oxyrhynchite and Herakleopolite nomes (see 8n.), it also yields two levels of compensation for the steward (cf. ll.14–15). He receives a “full” salary (*opsōnion*) for the estate properties (i.e., the *epoikia/ktēmata*) under his supervision, while the two villages (one of them in the Herakleopolite), which the *geouchos* would not have owned in their entirety, yield him only half of this. If, as seems likely, his charge in the villages included the collection of taxes on properties not owned by his *geouchos*, it is interesting that this landholder’s fiscal responsibilities extended across administrative (i.e., nome) boundaries.⁴ It should also be noted that the London contract enumerates the contents of the *opsōnion*, while the Apion agreements (*P.Oxy.* I 136 and LVIII 3952) are vague about them; *P.Oxy.* I 136, e.g., simply indicates that it is κατὰ μίμησιν τοῦ πρὸ ἐμοῦ προνοητοῦ (ll. 31–32).

The surviving papyrus preserves the upper right-hand part of the original. It presents eighteen lines of text plus traces of a nineteenth. The entire first line was dedicated to the dating formula and place

* We are deeply grateful to Boudewijn Sirks for his patient and helpful counsel on the legal technicalities that are so critical to an understanding of the document published here. Our greatest appreciation we offer to the recipient of this text, Roger Bagnall: friend, mentor *e il miglior fabbro*.

¹ A. Benaissa, “An Estate Overseer’s Work Contract and the Meaning of *Exotikoi Topoi*,” *BASP* 44 (2007) 75–86.

² Cf. N. Gonis, “Studies on the Aristocracy of Late Antique Oxyrhynchus,” *Tyche* 17 (2002) 90.

³ For discussion of this putative Strategios, see G. Azzarello, “*P.Oxy.* XVI 2039 e la nascita della *domus gloriosa* degli Apioni,” *ZPE* 155 (2006) 225.

⁴ For the distinction between *epoikia* and villages, and the nature of the collections in each kind of settlement, see T. M. Hickey, “An Inconvenient Truth? *P.Oxy.* 18.2196 verso, the Apion Estate, and *fiscalité* in the Late Antique Oxyrhynchite,” *BASP* 45 (2008) 87–100, and note also the disjunctive construction in l. 16 below.

of drafting; lines 2–5 (down to χαίρειν) preserve the address; the remainder is devoted to the body of the document, consisting of the labor contract proper (lines 5–17, with ὁμολογῶ at line 7), followed by the above-mentioned supplementary agreement (ll. 17ff., προσομ[ο]λογ[ῶ] κτλ.). The formulation of both agreements is, as the verbs indicate, subjective. Only the beginning of the latter survives, and that in increasingly damaged form. In addition, the subscriptions alluded to in line 4 have not survived, nor has the notarial *completio*. Interestingly, our contract is the only one of the four to be written with the fibers; the others are written *transversa charta*.⁵ There is a vertical *kollēsis* 7.5–8 cm from left edge of the papyrus (ll. 1–12); a second, ca. 17 cm to the right of the first; and a third at the right edge of the sheet (where it was cut from the roll).⁶ The papyrus was acquired by the British Museum in 1920 as part of a group of 137 “[m]iscellaneous papyri ranging in date from the late 1st cent. B.C. to the Arab period.”⁷ It is mentioned in the introduction to *P.Oxy. XVI* 1894.

[† μετὰ τὴν ὑπατείαν Φλαοίου Βεάτορος] τοῦ ἐνδοξοτάτου Παῦνι ιζ ἰνδικτίονος δ ἀρχ(ῆ) ε ἐν
 [Ο]ξυρύγχ(ων) πόλει. *vacat*
 [- - - περι]βλέπτω κόμετι τοῦ θείου κο[ν]σιτωρίου υἱῶ τοῦ τῆς περιβλέπτου μνήμης
 Μουσαίου γεουχοῦντι ἐνταῦθα τῆ λαμπρᾶ καὶ λαμπροτάτῃ Ὁξυρυγχιτῶν πόλ(ει)
 [- - - τ]ῆς σῆς μεγαλοπρεπείας, συναινοῦντος αὐτῶ καὶ νῦν τοῦ οἰκείου πατρὸς τοῦ
 αὐτοῦ Αὐρηλίου Μεγάλου υἱοῦ Φιλοξένου ἅμα καὶ ἀναδεχομένου
 4 [αὐτὸν ἀ]πωπληροῦντος ἰδίῳ τιμήματι, ἐνεχομένου αὐτῶ οὐδὲν ἦττον εἰς τὰ
 ὑποτεταγμένα κατὰ τὸ τοῦ μανδάτορος δίκαιον, ἀμφοτέρω ἐξῆς ὑπογράφοντες
 [- - - ὀρμώμενοι ἀπὸ τῆς λα]μπρᾶς καὶ λαμπροτάτης Ὁξυρυγχιτῶν πόλεως χαίρειν· κυρίου
 ὄντος καὶ βεβαίου τοῦ προτέρου συναλλάγματος τοῦ πρώην παρ’ ἐμοῦ τοῦ προειρημένου
 [- - - ἀναδ]εχθέντος τῆ σῆ μεγαλοπρεπεία ἐπὶ ὑποδοχῆ προσόδων προστασίας
 ἐποικίου Γερωντᾶ καὶ ἄλλων τόπων τοῦ καὶ ὄντος παρ’ αὐτῆ τῆς
 [- - - τῆ (...?) ἐ]νεχομένη αὐτῶ δυνάμει, ὁμολογῶ ὡσαύτως ἐκουσία γνώμη
 συνθεθεῖσθαί με πρὸς τὸ σὸν μέγεθος χώραν προγοητοῦ
 8 [- - - Β]ακιν καὶ Σαραλαου καὶ Σεσφθα καὶ Θμοιναχη τῶν ὑμῶν τόπων καὶ τῶν
 παρεπομένων τούτοις ἐξωτικῶν ἐπὶ χρόνον ἐνιαυτὸν
 [- - - τοῦ] ἐνεστώτος ἔτους ροβ ρμα τῆς παρούσης τετάρτης ἰνδικτίονος, συλλογῆς
 καρπῶν καὶ προσόδων τῆς εὐτυχοῦς
 [- - - κατὰ] τὸ ἐπιδιδόμενόν μοι ἀπαιτήσιμον τὴν μεθοδίαν τρέψαι κατὰ τῶν
 ὑπευθύνων γεωργῶν τε καὶ ἄλλων καὶ πάντα τὰ συν-
 [- - - εἰσπράξ]ασθαι καὶ καταβαλεῖν ἐπὶ τὴν σὴν μεγαλοπρέπειαν ἀκολούθως τοῖς
 ἐπιστελλομένοις μοι παρ’ αὐτῆς ἐπιστάλασιν
 12 [- - - ἐκ]ατοστὰς δέκ[α] ὑπὲρ τοῦ παραλημπτικοῦ μέτρου ἐποικίων Βακιν καὶ
 Σαραλαου καὶ τῶν παρεπομένων τούτοις ἐξωτικῶν
 [τόπων] λημματίσω καλ[ῶ]ς καὶ παραλαμβάνω εἰ[ς] πλήρης. δώσω δὲ τοὺς λόγους καὶ
 τὰ [ἀ]π[ὸ] τῶν λογοθεσιῶν

⁵ We suspect that there was a conscious change in format, i.e., that therefore P.CtYBR inv. 325, currently dated V/VI and assigned more specifically, on palaeographical grounds, “to the late fifth century or the first third of the sixth century,” is later than the London papyrus.

⁶ A stray fragment with the letter *pi* is mounted with the document; we have not been able to place this.

⁷ Trustees of the British Museum, *Catalogue of Additions to the Manuscripts 1916–1920*, London 1933, 373.

[- - - ὑπὲρ μὲν προ]σόδων Βακιν [κ]αὶ Σαραλαου τὸ τέλιον ὀψώνιον τοῦτ'
 ἔστιν σίτου ἀρτάβας ἑξήκοντι τέσσαρες καὶ
 [- - - παραλημπτικ]ῶ μέτρῳ καὶ οἴνου [δι]πλά δέκα ἕξ, ὑπὲρ δὲ Σεσφθα καὶ
 16 [ὀψωνίου] .αι μετὰ τὴν ἐνδε[ικ]νυμένην παρ' [ἐμ]οῦ σπουδῆν. εἰ[ί] μὲν ἐν
 τοῖς κτήμασιν ἢ καὶ Θμοιναχὶ καὶ Σεσφθα
 [- - - ἐ]ξωτικοῖς τούτων τ[ό]ποις ἐμὲ εἰς πλήρης λημματίσαι.
 προσομ[ο]λογ[ῶ] δὲ κἀγὼ ὁ τοῦ[το]υ π[ατ]ῆρ καὶ ἐγγ[υ]νητῆς]
 [- - - πρ]οειρημένον [υ]ἰῶ[ν] εἰς ἅπαντα τὰ πα[ρ'] αὐτοῦ
 διομολογηθῆ[ν]τα καὶ ἐν τούτῳ τῶ συναλλάγματι συμπληροῦντ[α ±2]
 traces

4 l. ἀποπληροῦντος ὑποτεταγμενα 6 l. τῶν καὶ ὄντων 8 ὕμων 12 ὑπερ (one dot only)

14 l. τέσσαρας 15 ὑπερ

[After the consulship of Flavius Viator,] *vir gloriosissimus*, Pauni 17 of the 4th indiction, beginning of the 5th, in Oxyrhynchus.
 [To NN ...] *vir spectabilis, comes sacri consistorii*, son of Mousaios of *spectabilis* memory, landholder here in the brilliant and most brilliant city of Oxyrhynchites
 [...] of your magnificence, with his own father, the same Aurelius Megas, son of Philoxenos, now too agreeing with him and at the same time taking responsibility for
 4 [him ...], paying at his own expense, liable no less than he for what has been set forth below in accordance with the *mandator's* right, both signing below
 [...] (the two of them) originating from the] brilliant and most brilliant city of Oxyrhynchites, greetings. The earlier agreement being valid and secure that was recently by me the aforementioned
 [...] having been guaranteed to your magnificence for the receipt of the proceeds (*prosodoi*) of the *prostasia* of the hamlet (*epoikion*) of Gerontas and other places (*topoi*) that also pertain to it (the *prostasia*) of the
 [...] power vested in him (or it?), I acknowledge thusly with willing intent that I have undertaken for your greatness the position of steward
 8 [...] Bakin and Saralaou and Sesphtha and Thmoinach of your places (*topoi*) and those outlying (*exōtikoí*; sc. *topoi*) appertaining to these for one year
 [...] of the] present year 172 = 141 of the present fourth indiction for the collection of the produce and (money) proceeds of the blessed
 [...] according to] the rent roll issued to me to exercise proper procedure with respect to the liable *geōrgoi* and the others and all the
 [... to exact] and pay (these) to your magnificence in accordance with the orders given to me by it
 12 [...] ten percent for the receiving measure of the hamlets Bakin and Saralaou and the outlying [places] appertaining to these
 [...] I shall credit properly and receive in full. And I shall give the accounts and the remainder from the audits
 [...] for the] proceeds of Bakin and Saralaou the complete salary (*opsōnion*), that is, twenty-four artabas of grain and

[... by the receiving] measure and sixteen *dipla* of wine, but for Sespthta and Thmoinache the half share of the previously specified
 16 [salary ...] with the zeal displayed by me. If in the estate properties (*ktēmata*) or Thmoinache and Sespthta
 [...] outlying places of these, that I credit in full. I, too, agree in addition, namely his father and guarantor, ...
 [...] aforementioned son with respect to all the matters agreed upon by him also in this contract, (with him) fulfilling ...

- 1 For the consular date, see *CSBE*², 146, and *CLRE*, 524–527. Viator (a westerner) was not recognized in the East. Only his postconsulate has been attested in the papyri, and it appears quite late; the present text is our earliest attestation, cf. *P.Oxy.* LXXII 4918.1–2n. For ἀρχ(ῆ), see *CSBE*², 30–33. The numeral following it references the “Pachon indiction,” i.e., an indiction reckoned on the *praedelegatio*; see further *P.Oxy.* LXVIII 4681.9–11n. Our text (Pauni 17 = June 11) is one of the few with the formula ἰνδικτίονος *x* ἀρχ(ῆ) *x* + 1 to date before July 1.
- 2 κόμετι τοῦ θείου κο[ν]σιτωρίου (συνεδρίου in earlier texts): See *CPR* XXIV, pp. 59–61 and *P.Oxy.* LXVIII 4696.4n. (end), “At that date [484], the conferral of this *comitiva* did not entail effective membership of the senate or the emperor’s consistory, but still carried significant dignity”; cf. *P.Oxy.* XVI 1877 (ca. 488), in which a *praeses Arcadiae* is one. (Here it may be noted that the *comitiva* is also attested for a *praeses Arcadiae* in *SB* XVI 12584; in ll. 3–4 read κόμετι τοῦ θείου κο[ν]σιτωρί[ου] κ[α]ὶ [ἡγεμόνι/ἄρχοντι τῆς Ἀρκάδων] | ἐπαρχίας.)
- 3 τῆς σῆς μεγαλοπρεπείας: No doubt the end of an indication of the contractor’s existing relationship with the landlord; for a comparable construction, cf., e.g., *P.Oxy.* XLIV 3204.5–7.
- 4 κατὰ τὸ τοῦ μανδάτορος δίκαιον: For the phrase, apparently equivalent to the Latin *iure mandatoris*, see *P.Oxy.* LXIII 4395.110, cf. 7 (dotted and restored). See further *P.Oxy.* LXIII 4394.92–93, τῷ δικάῳ τῆς ἀλληλεγγύης καὶ τοῦ μανδάτορος, and the same expression at ll. 160–161, 198, 219–220. In the latter document the two high-class debtors are mutual guarantors and *mandatores* for each other (ἀλλήλων ἐγγυηταὶ καὶ ἀλλήλων μανδάτορες, read μανδάτορες, ll. 25–26 with note ad loc.); but in ours the father is simply guarantor (see l. 17) for his son. Every guarantor had the right to be sued only after proceedings against his principal had failed. So the *iure mandatoris* of the present line presumably refers specifically to the *mandator*’s right to renounce his mandate (and thereby his guarantee) as permitted in *Dig.* 17.1.22.11 (Paulus 32 ad Edictum). If the present text distinguishes guarantor from *mandator* (see also 17n.), in *P.Oxy.* LXIII 4394, just quoted, the right (or law) of guarantor and the right (or law) of *mandator* are lumped together as one, while in *P.Oxy.* LXIII 4395 the two pertinent nouns, ἐγγυητής and μανδάτωρ, regularly stand side by side without intervening καί; see esp. l. 52 (ὁ ἐγγυητής μανδάτωρ), cf. ll. 25, 18–19 (restored), 57 (restored). For the direct juxtaposition of the two terms, see also *P.Flor.* III 384.16, 33, 44, 58, 61, 75, 109 (οἱ ἐγγυηταὶ μανδάτορες; the addition of καί in lacunae is unwarranted). In such cases as these (we find) it is hard to decide whether a substantive legal distinction is being maintained or whether, instead, the terms are being used pleonastically as synonymous terms of art (P. Tiersma, *Legal Language* [Chicago 1999]). Of course it could also be that in these instances guarantor provides the genus and *mandator* the species; this is suggested especially by *P.Oxy.* LXIII 4395.4–5, in which the nouns are separated by ἦτοι (cf. P. Sijpesteijn, “The Meanings of ἦτοι in the Papyri,” *ZPE* 90 [1992] 245–246).
- 4–5 ὑπογράφοντες is squeezed in at the end of the line, in letters noticeably smaller than those that precede it. (With one apparent exception [l. 10], our scribe does not split words between lines.)

- Space (cf. l. 1) suggests that it was followed by ἰδίους γράμμασιν vel sim., though this was not required (cf. *P.Oxy.* LXII 4349.6).
- 6 προστασίας: The district overseen by a *pronoētēs*; cf. R. Mazza, *L'archivio degli Apioni: Terra, lavoro e proprietà senatoria nell'Egitto tardoantico* (Munera 17) (Bari 2001) 83, but note that she considers *pronoēsia*, which refers to the office, to be an equivalent.
- προσόδων: Used more generically, it would seem, than it is below. See n. 9.
- ἐποικίου Γερωντᾶ: See A. Benaissa, *Rural Settlements of the Oxyrhynchite Nome: A Papyrological Survey*, Trismegistos Online Publications IV, Version 1.0 [http://www.trismegistos.org/top.php] (Köln—Leuven 2009), ad loc. Probably located in the former eighth pagus, it is otherwise attested only by *P.Oxy.* XII 1448.
- τοῦ καὶ ὄντος, l. τῶν καὶ ὄντων: No doubt the scribe was thinking of ἐποικίου and forgot the intervening τόπων.
- τῆς: Perhaps followed by a reference to the landowner, i.e., a second-person possessive adjective or genitive pronoun and an abstract honorific.
- 7 τῇ (...?) ἐγχεομένη αὐτῷ δυνάμει: Owing to the lacuna and resulting puzzlement over the syntax of the dative case of δυνάμει, the exact sense of this phrase eludes us. Given that δύναμις translates the Latin *potestas*, perhaps αὐτῷ refers to the contractor's father.
- From ὁμολογῶ onwards, there is a compressed version of what can be found in *P.Oxy.* I 136.11–15 and LVIII 3952.13–17 (heavily restored), with (among other things) ὡσαύτως (literally, “thusly”) serving as shorthand for some of what has been dropped from the formula. At the end of the line the papyrus is seriously abraded, but the clarity of *pi* and *rho* and the parallels afforded by *P.Oxy.* I 136.15 and VIII 1134.8 (cf. 3952.[17]) justify the reading of what follows, however damaged and tight this may be.
- 8 Β]ακιν: Cf. Benaissa 2009 (see 6n. above), ad loc.; our text furnishes the last letter of the toponym.
- Σαραλαου: An otherwise unknown locale.
- Σεσφθα: Cf. Benaissa 2009 (see 6n. above), ad loc. A village, the northernmost known in the Oxyrhynchite nome, in the former tenth pagus. Associated with the *domus divina* before 460 (*SB* XX 14091), and at that time under the curatorship of another *comes sacri consistorii*, Flavius Strategius I, by 540/541 it was being administered by a *pronoētēs* of the Apiones (*P.Oxy.* XVI 2032.18).
- Θμοιναχη: A village associated with the Herakleopolite (specifically, the Techtho Nesos toparchy; cf. M. R. Falivene, *The Heracleopolite Nome: A Catalogue of the Toponyms with Introduction and Commentary* [Am.Stud.Pap. 37] [Atlanta 1997] 77), it would not have been too far from Sesphtha—certainly less than 10 kilometers. Its name reveals that it was near the water, in this case the Bahr Iūsef; Egyptian T3-m3y- (Θμοι-) signifies land formed from fluvial deposits (Falivene, p. 6). *Stud. Pal.* X 233 indicates that Thmoinache was still part of the Herakleopolite nome in the fifth century. If, as seems likely, this was also the case when our document was drafted near the dawn of the sixth, the lack of καί in the expression γεουχοῦντι ἐνταῦθα τῇ λαμπρᾷ καὶ λαμπροτάτῃ Ὀξυρυγιτῶν πόλ(ει) in l. 2 requires explanation. Perhaps this is a case of inconsistent usage, or maybe the landowner's responsibilities in Thmoinache were purely fiscal.
- τῶν παρεπομένων τούτοις ἐξωτικῶν: Cf. Benaissa 2007 (see n. 1 above) 80–86, against P. Sarris *Economy and Society in the Age of Justinian* (Cambridge 2006), who claims that these are “autourgic,” i.e., directly exploited, lands.
- ἐπὶ χρόνον ἐνιαυτόν: The same term as in our other exemplars (*P.Oxy.* I 136.13, LVIII 3952.15). Benaissa 2007 (see n. 1 above) 80, 9n., suggests that the short duration was intended as an incentive. For a notion of what would have followed, see *P.Oxy.* I 140.9–10 (the month and day would, of course, be different).

- 9 συλλογῆς καρπῶν καὶ προσόδων: With this phrase the contract addresses the (private and fiscal) inflows of the *prostasia* in kind and cash, respectively. *πρόσοδος* is polysemic even within the small corpus of pronoteic contracts. Above (l. 6) and below (l. 14), it presumably includes proceeds in kind, while in *P.Oxy.* I 136.14 we find *καρπῶν καὶ χρυσικῶν καὶ προσόδων*; the second of these—if this is not mere pleonasm—could indicate money rents and the third, money taxes (for fiscal *πρόσοδοι*, cf. *P.Oxy.* I 144.5 and *PSI* VIII 953.68–69, 78, but note that the meaning “money rent” appears in *P.Oxy.* LXIII 4397.23).
 ἔτους ροβ ρμα = 495/496. For the Oxyrhynchite era, see *CSBE*², 55–62.
 εὐτυχούς: Surely to be followed by a reference to the fifth indiction, e.g., πέμπτῃς ἐπινεμήσεως.
- 10 ἀπαιτήσιμον: Cf. J. Rowlandson, “Crop Rotation and Rent Payment in Oxyrhynchite Land Leases: Social and Economic Interpretations,” (*Pap. Congr. XX*) (Copenhagen 1994) 499, and A. Jördens, “Die Agrarverhältnisse im spätantiken Ägypten,” *Laverna* 10 (1999) 138–139. Though its usual translation might suggest otherwise, it included land that did not belong to the *geouchos*; cf., e.g., ll. 10, 29, and 31 of the rent roll *P.Oxy.* XVI 2037.
 The term *geōrgos* applied to men with diverse means and working in a variety of labor relationships (including independently), so we have avoided its translation; cf. chapter 8 of J. Banaji, *Agrarian Change in Late Antiquity: Gold, Labour, and Aristocratic Dominance*, 2nd ed. (Oxford 2007).
 συν- : What is the sequel? The parallel contracts provide no assistance: *P.Oxy.* I 136.19–20 has εἰς τὸ πάντα εἰσπράξει καὶ καταβαλεῖν ... τοῦτ' ἔστιν ...; LVIII 3952.22, merely πάντα εἰσπράξει καὶ καταβαλεῖν. Though the collocation (with πάντα τά) is otherwise unattested, we are inclined to suggest συν|ήθη; besides the custom inherent to the rent roll, there were customary perquisites associated with agricultural contracts (note also the “shorthand” employed in l. 7). Still, we take pause because the scribe could have easily fit -ηθη in the space available to him. Perhaps a longer word, e.g., συντελούμενα, is required, though this still would not explain the absence of additional syllables. Might this scribe, otherwise resistant to breaking words between lines, have thought that a verbal prefix afforded an acceptable exception?
- 11 ἀκολουθῶς τοῖς ἐπιστελλομένοις μοι παρ' αὐτῆς ἐπιστάλμασιν: Contrast the Apion contracts *P.Oxy.* I 136 and LVIII 3952, ἀκολουθῶς τοῖς ἐμοῖς ἐνταγίαις τοῖς ἐκδιδόμενοις παρ' ἐμοῦ, “according to the receipts issued by me” (136.22). For *entagia*, cf. *P.Oxy.* LXXV 5067.1n.
- 12 ἐκ]ατοστάς δέκ[α] ὑπὲρ τοῦ παραλημπτικοῦ μέτρου: A reference to the landlord's *paramythia*, set higher (at 15%) in the Apion contract *P.Oxy.* I 136: ὑπὲρ παραμυθείας τοῦ παραλημπτικοῦ μέτρου τῶν ἀρταβῶν ἑκατὸν ἀρτάβας δέκα πέντε (ll. 28f.). Cf. Benaissa 2007 (see n. 1 above) 79 and refs.
- 13 παραλαμβάνω: The present here is unexpected but hardly unclear, given the surrounding futures. Regarding the substitution of the present for the future in general, see Mandilaras, *Verb*, 102–107; his no. 215(a) (p. 103) seems most relevant for the present case. But might the anticipated (and anomalous) future middle παραλήψομαι have posed difficulties for the scribe?
 τὰ [ἀ]π[ὸ] τῶν λογοθεσιῶν: Undoubtedly the object of a now lost ἀποπληρώσω vel sim.
- 14–15 τὸ τέλος ὀψώνιον κτλ.: For the remuneration of the Apiones' *pronoētai*, see *P.Oxy.* LV 3804.154 (where the *opsōnion* includes 24 *cancellus artabai* of *sitos*) and n. The present text adds wine to the discussion, but note already *P.Oxy.* XVI 2051r (with analysis in T. M. Hickey, *Wine, Wealth and the State: The House of Apion at Oxyrhynchus* [Ann Arbor 2012] 133–135).
- 16 The protasis here introduces a clause about the eventuality of shortfall or arrears; cf. *P.Oxy.* I 136.24ff., LVIII 3952.26ff., P.CtYBR inv. 325.3ff.
- 17 προσομ[ο]λογ[ῶ] δὲ κἀγὼ κτλ. Same *incipit*, same crasis in *P.Oxy.* I 136.34, restored in *P.Oxy.* LVIII 3952.40. Perhaps provision of a guarantor was a requisite addendum to a work contract of this type. The additional agreement here is no longer between steward and landholder, but between the guarantor and the landholder with the guarantor's son as an obviously interested

third party. Here the guarantor, our steward's father, formalizes his status as guarantor to the landholder's full satisfaction. According to B. Sirks, this amounts technically to a *mandatum credendae pecuniae* with the father-guarantor as *mandator* and the landholder as mandatary. The father becomes immediately responsible for indemnifying the mandatary in the event of his son's non-performance. In the present line ἐγγυητής indicates the father's legal relationship to his son.

- 18 διομολογηθέ[ν]τα: The first omicron is written impressively large as if to mark the beginning of the word if not (mistakenly) a new clause or sentence. The δι-, written thin and small (contrast the same combination in l. 10, μεθοδίαν), was squeezed in after the fact.

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