

BGU 4.1116

P.Berol. 13048 verso

Other edition: Kunst, *Römische Wohn- und Lebenswelten*, pp. 267-269

Other translation: Thierfelder, *Unbekannte antike Welt*, pp. 72-73; Metzger, *Nachrichten aus dem Wüstensand*, pp. 29-30 (repeated in Kunst, *Römische Wohn- und Lebenswelten*, pp. 267-269); van Minnen in *Tradition and Transformation*, p. 454; Rowlandson and Takahashi in *Law and Legal Practice*, pp. 378-379

Scan: Institute of Papyrology, Warsaw

Other text on the same papyrus: “col(umn)” above the text; unpublished text from year 17 on the recto

Lease contract for a house (*synchoresis*)

April 1, 11, or 21, 13 BC

(a) *Addressee*

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

(b1) *Party 1*

<sup>|3</sup> from Antonia Philemation, a freedwoman of (*Mark*) Antony, with as guardian <sup>|4</sup> Gaius Iulius Felix,

(b2) *Party 2*

and from Sarapion, the son of Aristeios, a Persian of the *epigone*.

(c) *Considerans*

Concerning the points at issue, <sup>|5</sup> we agree on the following terms such that, since Sarapion has leased from <sup>|6</sup> Antonia Philemation for a period of two years from Pharmouthi of the present 17th year of Caesar (*Augustus*) <sup>|7</sup> the house belonging to her in the Delta (*quarter*), along with the <sup>|8</sup> workshops on the street that come with it, for a fixed rent each month of 60 Ptolemaic silver drachmas, <sup>|9</sup> which (*rent*) he will duly pay each (*month*) in full to Antonia Philemation, <sup>|10</sup> free from any deduction or expense ... <sup>|11</sup> ... of each passing month at the latest on the 29th of the next month, while the repairs <sup>|12</sup> of the public ... and the sealings for the thatching and <sup>|13</sup> the inlet, interruption, and outlet of the public water-conduits are all <sup>|14</sup> the responsibility of Antonia Philemation, but the filth inside is the responsibility of <sup>|15</sup> Sarapion, who now that he has received the house furnished with doors and windows <sup>|16</sup> and locked (*with bolts*) and cleared of filth,

(d) *Agreement of the lessee about the lease*

agrees to uphold the <sup>|17</sup> lease for the time agreed upon, and to take any profit that he makes as his own, <sup>|18</sup> while he is permitted to let whoever he wants dwell in it or move out of it <sup>|19</sup> and to lease the house to others with the <sup>|20</sup> workshops on the street, while it is not permitted to him to abandon the lease within <sup>|21</sup> the time nor to drag his feet (*in paying*) the monthly rent payment, and, when the time <sup>|22</sup> has passed, he agrees that he will hand over the house with the <sup>|23</sup> doors and windows and bolts that are in them and also the <sup>|24</sup> (*other things*) that are in the house: a

millstone and a wooden pulley and a <sup>|25</sup> wooden swing-beam attached to the wall and two toilet seats in ..., everything <sup>|26</sup> in the same condition as he received it, except for wear and tear,

(d) *Penalty clause*

and if Sarapion transgresses any of these (*provisions*), <sup>|27</sup> he agrees that he is immediately liable to seizure and can be held under arrest until he pays <sup>|28</sup> whatever he owes of the rent along with half as much again and the damages and expenses and the value of whatever he does not hand over and a penalty of 100 drachmas, <sup>|29</sup> and the statutory penalty (*to the state*), while the right of execution (*of the claim*) belongs to Antonia Philemation from Sarapion and from <sup>|30</sup> all his belongings just as if by virtue of a legal decision, while all safe-conducts (*and*) every kind of protection he adduces are ineffective, <sup>|31</sup> while Antonia Philemation has no less the right <sup>|32</sup> to evict Sarapion from the lease within the time, if he breaks the contract, and to let (*the house*) to others <sup>|33</sup> and to exact payment for the difference that will result because of re-letting,

(e) *Agreement of the lessor about the lease*

and if he does <sup>|34</sup> each of these things accordingly, Antonia Philemation agrees that she guarantees the lease to him <sup>|35</sup> for the time (*agreed upon*), <sup>|36</sup> or else she too pays the same penalty, and Sarapion will deduct for himself <sup>|37</sup> from the ... of the rent of 60 drachmas on account of ..., <sup>|38</sup> 8 drachmas, and if Sarapion duly pays <sup>|39</sup> the monthly rent to Antonia Philemation, he will receive <sup>|40</sup> from her slave Philargyros the <sup>|41</sup> ... receipt, and Antonia Philemation agrees <sup>|42</sup> that she has no reservations against ...

(f) *Joint request for registration*

We request (*registration*).

(g) *Date*

Year 17 of Caesar (*Augustus*), Pharmouthi 16 (*or 26*).