

BGU 4.1130

P.Berol. 13108 recto

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Sale contract for land (*synchoresis*)

February 14, 4 BC

(a) *Addressee*

|¹ To Protarchos,

(b1) *Party 1*

|² from Sarapion, the son of Diodoros, of the deme of Althaia,

(b2) *Party 2*

and from Pylaimenes, the slave of |³ Akrates, the slave of Caesar (*Augustus*), in the presence and with the assent to this agreement of |⁴ Gaius Iulius Hermias, previously known as Hermias, the slave of Priscus, with the permission of (*Pylaimenes* ') master, Akrates, the slave of Caesar (*Augustus*).

(c) *Receipt of payment and transfer of the land*

Concerning the points at issue, |⁵ Pylaimenes agrees, since he has been satisfied in every way |⁶ by Sarapion and has received from him in cash and not through a bank the agreed upon |⁷ sum required for the transfer of property, that he has transferred to him (*Sarapion*) the property that belongs to him |⁸ in the village of Hypsele in the Lykopolite nome of the Thebaid, on |⁹ the east side (*of the village*), property on which there is a house and a public bath |¹⁰ formerly (*the property*) of Diogenes, the son of Isidoros, whose neighbors are: to the south, the access way |¹¹ of the temple of Chnoubis, the greatest god; to the north, the sheepfolds of |¹² Amenothos; to the east, a cistern; to the west, a shared entrance and exit |¹³ of the property, and he agrees that from now on Sarapion has control over and is master |¹⁴ of what has been transferred to him and can access it and build upon it and |¹⁵ lease it out and transfer it to others and use it and dispose of it and deal |¹⁶ with it however he wants, and Pylaimenes agrees that no legal action remains for him |¹⁷ nor for anyone else on his behalf against Sarapion, to whom the property has been transferred, nor against |¹⁸ a part of the (*property*), nor against what is produced from it, on no account |¹⁹ at all, written or unwritten, in any way, and he agrees that |²⁰ the responsibility to guarantee (*the sale*) against all claims is always his responsibility, and he agrees to remove |²¹ anyone who will proceed against (*it*) at his own expense, and he agrees himself to obey (BL 6.15) also |²² whatever other arrangements Sarapion prefers concerning the same (*property*), namely through the local archives, |²³ without taking anything else (*in addition*), while the expenses |²⁴ belong to Sarapion,

(d) *Penalty clause*

or else, apart from the fact that the things agreed upon are effective, |²⁵ Pylaimenes agrees himself to pay the sum he received for the transfer of the property along with half as much again |²⁶ and the damages and expenses and an additional 1,000 silver drachmas, and the statutory |²⁷ penalty (*to the state*) just as if by virtue of a legal decision,

(e) *Receipt of earlier contracts by the buyer*

and Sarapion agrees that he has received ²⁸ from Pylaimenes the contracts he had concerning the aforementioned (*property*),

(f) *Memorandum about another contract*

²⁹ while Sarapion's rights are in no way diminished (?) in the legal action against Gaius ³⁰ Hermias on behalf of the guarantee (*of the sale*) of the plot he transferred ... ³¹ in accordance with the agreement, being two arouras of land, and what he owes him ...

(g) *Date*

Year 26 of Caesar (*Augustus*), Mecheir 20.