

Amin Benaissa

**P. OXY. LXXVII 5123 AND THE ECONOMIC
RELATIONS BETWEEN THE APION ESTATE
AND ITS *COLONI ADSRIPTICII****

THE LATE ANTIQUE AGRICULTURAL LABOURERS known as *coloni adscripticii* or *enapographoi georgoi* (lit. ‘registered farmers’) are known mainly from the mass of legislation concerning them. Because of the complexity of these laws, scholars have failed to reach consensus on the precise nature of the legal, social, and economic relations between these farmers and the estates to which they were attached. Their defining characteristic was their obligation to remain in the land in which they were ‘registered’ for fiscal purposes, but there is much disagreement over the motives behind this obligation, its historical development, and its legal modalities.¹

* This is an updated version of a paper originally delivered on 28 March 2008 at the conference ‘Potere e ricchezza nell’Egitto bizantino: la famiglia degli Apioni’, organized by Giuseppina Azzarello at the Università degli Studi di Udine. The revision was carried out during a period of research leave made possible by the award of a Philip Leverhulme Prize: I am grateful to the Leverhulme Trust for its generous support.

¹ For a recent survey of the legal evidence, see A. J. B. SIRKS, ‘The colonate in Justinian’s reign’, *The Journal of Roman Studies* 98 (2008), pp. 120–143, but his understanding of *φόρος* in the papyri as ‘tax’ rather than ‘rent’ (cf. especially pp. 135, 139–140) is misleading; see below, n. 34. A wide range of essays on the topic and further bibliography can be found in E. LO CASCIO (ed.), *Terre, proprietari e contadini dell’impero romano: dall’affitto agrario al colonato tardoantico*, Rome 1997. See also C. GREY, ‘Contextualizing *colonatus*: the *origo* of the Late Roman Empire’, *The Journal of Roman Studies* 97 (2007), pp. 155–175.

Outside the contentious body of legal texts, *enapographoi georgoi* are explicitly documented only in the papyri from the large estates of Oxyrhynchus, where the lion's share of attestations belongs to the archive of the Apion estate.² The documents, whilst giving us a privileged access to *enapographoi georgoi* 'on the ground', present their own problems and disadvantages, the main one being their relatively limited range. With the exception of a couple of petitions, a few land leases and credit agreements known as *prochreiai*, and some isolated contracts, the great majority of attestations of *enapographoi georgoi* are from two categories of stereotyped documents: deeds of surety and receipts for replacement parts of irrigation machines.³ The extensive estate accounts are unhelpful, since they do not identify *enapographoi georgoi* as such.⁴ It is therefore always welcome when untypical papyri involving *enapographoi georgoi* emerge. The focus of this paper will

² The most comprehensive, though now outdated, overview of the papyrological evidence is by I. F. FIKHMAN, 'Coloni adscripticii – ἐναπόγραφοι γεωργοί in den Papyri', [in:] A. JÖRDENS (ed.), *Wirtschaft und Gesellschaft im spätantiken Ägypten: kleine Schriften Itzhak F. Fikhman*, Stuttgart 2006, pp. 190–250 (this is a German translation from a Russian original of 1984). For some further bibliography, see A. JÖRDENS, 'Die Agrarverhältnisse im spätantiken Ägypten', *Laverna* 10 (1999), pp. 139–141. A great number of new attestations of *enapographoi georgoi* have been published since Fikhman's study: *P. Oxy.* LXII 4350, LXIII 4398, LXVI 4535, LXVII 4615, LXVIII 4697, LXIX 4755, 4757, LXX 4781, 4782, 4784, 4787, 4788, 4790, 4791, 4793, 4794, 4796–4799, 4801, LXXVII 5123, LXXXII 5331, 5332, LXXXIII 5375, 5380, 5382–5385, 5389, 5393, 5394; *P. Pintauidi* 19; *PSI* XVII 1701, 1792; *SB* XVIII 13949, 14006, XXII 15362, 15364, XXVIII 17002; *P. Bibl. Univ. Giss. inv.* 58 (ed. in *The Bulletin of the American Society of Papyrologists* 48 [2011], pp. 106–108); *P. Ups. inv.* 37 (ed. in *Comunicazioni Vitelli* 11 [2013], pp. 87–89). On the Apion estate, see generally R. MAZZA, *L'archivio degli Apioni: terra, lavoro e proprietà senatoria nell'Egitto tardoantico*, Bari 2001; T. M. HICKEY, *Wine, Wealth, and the State in Late Antique Egypt: The House of Apion at Oxyrhynchus*, Ann Arbor 2012.

³ For references to these two types of documents and further bibliography, see N. GONIS, *P. Oxy.* LXX 4780 introd. and 4787 introd. On *prochreiai*, see A. JÖRDENS, *Vertragliche Regelungen von Arbeiten im späten griechischsprachigen Ägypten*, Heidelberg 1990, pp. 271–284, and further below, p. 61. On the land leases, see below, p. 60.

⁴ Cf. FIKHMAN, 'Coloni adscripticii' (cit. n. 2), p. 194: 'In den Haushaltsbüchern, in den Berichten über Ausgaben und Einnahmen und in den Arbeitsanweisungen taucht das Wort ἐναπόγραφος überhaupt nicht auf, weil der Status der in diesen Quellen erwähnten Personen denjenigen bekannt war, die diese Texte schrieben, wie auch denjenigen, für die sie bestimmt waren'.

be the interpretation of one such text, *P. Oxy. LXXVII 5123*. This document illuminates an aspect of the relationship between the Apion estate and its *enapographoi georgoi* which is rarely reflected by other documents, namely the economic arrangements between the two. The problem may be generalized in the following terms: granted that *enapographoi georgoi* were not legally defined by a particular type of labour relationship, did their fiscal attachment to their landlords' estates nevertheless result in special economic arrangements with the latter and in particular forms of remuneration? Recently, for instance, it has been argued that the *enapographoi georgoi* on the Apion estate were permanent wage labourers or employees primarily engaged in irrigation.⁵ In this paper, taking *P. Oxy. 5123* as a starting point, I submit that the Apion estate favoured a tenancy arrangement with its *enapographoi georgoi*, which left them with a marketable surplus of the produce in remuneration. This in turn suggests that, apart from their special fiscal status and its attendant restrictions, these farmers probably did not differ much from their non-adscript counterparts in Egypt as far as their contractual labour relationships were concerned. The analysis of *P. Oxy. 5123* is an opportunity to bring other relevant documents into the discussion.

The document is written on a large square sheet of papyrus, which is unfortunately missing a significant portion from its upper right-hand corner. It is addressed by two *enapographoi georgoi* to Flavius Apion II, through the usual intermediary servant Menas, and is dated to 22 May or 21 June 555.⁶ I reproduce lines 4–21 of the text with a translation, omitting the initial dating clause, the notary's signature at the foot, and the docket on the back:

4 Φλαουίῳ Ἀπίωνι τῷ π[ανευφ]ήμῳ καὶ ὑ[περφνεστάτῳ ἀπὸ ὑπάτων
ὀρδιναρίων γεουχοῦντι]

⁵ See further below, pp. 61–64.

⁶ For corrections to the day and month in line 3 and the notarial signature in line 22, see G. AZZARELLO, “‘Tale padre, tale figlio?’ Riflessioni sulla prassi notarile bizantina a Ossirinco”, [in:] V. FORMENTIN *et al.* (eds.), *Lingua, letteratura e umanità: Studi offerti dagli amici ad Antonio Daniele*, Padua 2016, pp. 63–64. Π[α] is less likely than Π[α] given the problems with the indiction signalled by Azzarello.

- καὶ ἐνταῦθα τῇ λαμπρᾷ [Ὁξυρυγχιτ]ῶν πόλε[ι διὰ Μηνᾶ οἰκέτου τοῦ
ἐπερ(ωτωντος) καὶ προσπορ(ίζοντος)]
τῷ ἰδίῳ δεσπότῃ τῷ [αὐτῷ παν]εμφήμῳ ἀνδρὶ [τὴν ἀγωγὴν καὶ ἐνοχὴν
Ἀυρήλιοι Ἀπολλῶς]
υἱὸς Ἀβρααμίου μητρ[ὸς] καὶ Ἀτρῆ[ς υἱὸς Φιβ μητρὸς c. 7
ἀμφοτέροι ὁμώμενοι]
- 8 ἀπὸ κτήματος Πέραν Μερμέρθων κτήματ[ος τῆς ὑμετέρας ὑπερφυνείας
τοῦ Ὁξυρυγχι(του) νομοῦ]
ἐναπόγραφοι αὐτῇ[ς γ]εωργοὶ χαίρειν. ὁμολογοῦμεν ὀφείλειν [καὶ
χρεωστεῖν τῇ ὑμετέρᾳ]
ὑπερφυνείᾳ, ὑπὲρ [c. 4] . . ῥύσεως οἴ[ου τ]ῆς παρούσης [τρ]ίτης
[ἰνδ(ικτίων)ο(ς) c. 16]
αὐτῇ, οἶνον διπ[λᾶ δια]κό[ς]ι[α π]εντήκον[τα] ἐ[ννέα]. ἔσχαμε[ν δὲ
παρὰ τῶν δια]φ[ε]ρ[όντων τῇ]
12 ὑμετέρᾳ ὑπερφ[υνείᾳ χρ]υσο[ῦ νόμ]ισμ[α] ἐ[ν] καὶ ὁμολογοῦμεν
παρασχεῖν] αὐτῇ ὑπὲρ τούτου
ἕτερα οἶνον ση[κώματ]α ἐβδ[ο]μήκοντα [c. ? γί(νεται) ὀ(μοῦ)
οἴ(ου)] σηκ(ώματα) τκθ ς,
ὄνπερ οἶνον [παρὰ λην]ὸν ἀπὸ [γ]λαύκου [ἀδόλου, τῶν διαφερόντων
τῇ] ὑμετέρᾳ ὑπερφ[υνείᾳ]
παρεχόντων [ἡμῖν τὰ] κοῦφ[α], ὁμολογοῦμεν ἀποδοῦναι αὐτῇ μετὰ
καὶ τῆς ἡμῶν ῥύξε[ως]
16 ἐν τῷ Μεσορη μ[ηνὶ τῆς] σὺν θεῷ ῥύσεως τετάρτης ἰνδ(ικτίων)ο(ς)
ἀνυπερθέτως καὶ ἄνευ πάσης
ἀντιλογίας κ[ινδύν]ω τῶν ἡμῶν ὑπαρχόντων ὑποκειμένων εἰς τοῦτο.
κύριον τὸ γραμμα(άτιον)
ἀπλοῦν γραφέν καὶ ἐπερωτηθέντες ὁμολογήσαμεν. (m. 2) † Ἀυρήλιοι
Ἀπολλῶς υἱὸς
Ἀβρααμίου καὶ Ἀτρῆς υἱὸς Φιβ οἱ προγεγραμμένοι πεποιήμεθα τοῦτο
τὸ γραμματίου
20 τῶν τοῦ οἴνου τριακοσίων εἴκοσι ἐννέα γεουχικῶν καὶ ἀποδώσομεν ἐν
τῇ προθ(εσμία) καὶ
στοιχεῖ ἡμῖν πάντα ὡς πρόκ(εῖται). Βίκτωρ υἱὸς Φιλοξένου ἔγραψα
ὑπὲρ αὐτῶν ἀγραμμ(άτων) ὄντων.

To Flavius Apion the all-renowned and most extraordinary former consul ordinarius, landowner also here in the splendid city of the Oxyrhynchites, through Menas, oiketes, who puts the formal question and supplies to his own master, the same all-renowned man, the conduct of and responsibility for (the transaction), we, Aurelii Apollos son of Abraamius, mother N.N., and Hatres son of Phib, mother N.N., both originating from the holding Peran Mermerthon, property of your excellence, of the Oxyrhynchite nome, registered farmers of yours, greetings.

We acknowledge that we are in debt and owe to your excellence on account of [---] of the flow of wine of the present third indiction [---] to you, two hundred and fifty-nine dipla of wine. And we have received from the subordinates of your excellence one gold solidus, and we agree to provide to you on account of this an additional seventy sekomata of wine [---], grand total 329 sekomata of wine; which wine we agree to deliver to you, with our flow as well, at the winepress from the unadulterated must, the subordinates of your excellence providing to us the empty jars, in the month of Mesore of the (God willing) flow of the fourth indiction, without delay and without any dispute, at the risk of our property which is pledged to this end. The deed, written in a single copy, is normative, and in reply to the formal question we gave our assent.

(2nd hand) We, Aurelii Apollos son of Abraamius and Hatres son of Phib, the aforementioned, have made this deed of the three hundred and twenty-nine estate(-sekomata), and we shall deliver (them) on the appointed day, and everything satisfies us as aforementioned. I, Victor son of Philoxenus, wrote on their behalf as they are illiterate.

The document begins as an acknowledgement that the two *enapographoi georgoi*, who originate from a hamlet belonging to the Apiones,⁷ owe to the estate 259 *sekomata* of wine from the previous year's vintage.⁸

⁷ Πέρα(ν) Μερμέρθων recurs in the Apionic accounts *P. Oxy.* XIX 2244, l. 8 (528, 543, or 558; see N. GONIS, *Zeitschrift für Papyrologie und Epigraphik* 150 [2004], p. 201), XVIII 2207, l. 26 (6th/7th c.; re-ed. A. BENAÏSSA, *Tyche* 30 [2015], pp. 211–212), and LXXXIV 5453, col. 1, l. 5 (5th/6th c.). On its location, see my note on *P. Oxy.* LXXVII 5123, l. 8. In *P. Oxy.* LXXXIV 5458, l. 21 note, I suggest that it is identical to the Apionic hamlet known as Πέρα tout court.

⁸ The 'flow of wine of the present third indiction' in line 10 refers to the vintage of summer 554; see my note ad loc. and cf. AZZARELLO, "Tale padre, tale figlio?" (cit. n. 6), p. 64 n. 23.

In line 11, they further acknowledge that they have received a certain sum of money, probably one solidus, for which they agree to supply an additional 70 *sekomata*. The total 329 *sekomata* are to be delivered in the form of must in the month of Mesore (July/August), that is, about three months after the date of the document, on the security of their property. This unusual contract does not have exact parallels. I am unaware of a similar acknowledgement of debt on the part of *enapographoi georgoi*.⁹ As a result of the lacunae in line 10 it is difficult to gauge the nature of the two farmers' indebtedness for 259 *sekomata*. After ὑπέρ, only the faint trace of an oblique ascending from left to right is visible, which is best compatible with ε. After a lacuna of four or five letters, there are two small traces at line level, a right arc and a left arc. ἐ[χθέρει]ως ('arrears') would fit the space and traces well enough and would supply adequate sense.¹⁰

The second part of the document is clearer. In lines 11–17, the *enapographoi georgoi* agree to supply 70 *sekomata* of wine to the estate in return for a certain sum of money. The formulas used are notably identical to those of Oxyrhynchite 'sales on delivery' ('Lieferungskäufe', 'vendite a termine'), that is, sale contracts in which the price is received in advance and the delivery of the goods is stipulated for a predetermined future date.¹¹ The formula ὁμολογοῦμεν παρασχεῖν] αὐτῇ ὑπὲρ τούτου (sc. νομίματα ἐνόε) (12) and the conditions of delivery of the wine in lines 14–17 are characteristic of some contracts of this type.¹² The sum received for the

⁹ *P. Oxy.* LXVI 4535 (600) is an acknowledgment of a debt of 6 solidi less 34 carats by an *enapographos georgos* to his (non-Apionic) landlord, apparently ὑπὲρ δ[ημοσίων | χρ[υσικῶν] (?), but the supplement is uncertain (see the editor's note on lines 23–24) and the context is different from that of *P. Oxy.* 5123.

¹⁰ For ἐχθέρει οἶνον, cf. *P. Princ.* II 88, l. 1 (Oxy.; 5th c.) and *P. Oxy.* XVI 2051, col. III, ll. 16–20 (6th/7th c.). Incidentally, if *P. Princ.* 88 does concern arrears, one should probably resolve the abbreviations in lines 2–3 in the dative rather than in the genitive; for the meaning of παρά + dative in Apionic accounts, see *P. Oxy.* LXXXIV 5460, l. 1 note.

¹¹ On sales of wine on delivery, a common type of document in Late Antique Egypt, see the bibliography assembled by S. HODEČEK & F. MITTHOF, 'Ein Weinlieferungskauf aus dem Herakleopolites', *Archiv für Papyrusforschung* 51.1 (2005), pp. 77–78, to which add E. JAKAB, *Risikomanagement beim Weinkauf. Periculum und Praxis im Imperium Romanum*, Munich 2009, pp. 123–155.

¹² See my notes ad loc. in the *ed. princ.*

70 *sekomata* of wine, which I restore as νόμ]ιςμ[α] ἔ[ν (one solidus) on the basis of singular τοῦτου at the end of the line, is close enough to the range of prices in Oxyrhynchite sales on delivery. Using a maximum *sekomata* of 8 sextarii, which was standard on the Apion estate,¹³ the 70 *sekomata* would be equivalent to 560 sextarii (c. 306 litres), whereas prices in sales on delivery range from c. 235 to 520 sextarii per solidus, with an average of 433 sext./sol. and a median of 474 sext./sol.¹⁴ A *sekomata* of 5 sextarii, the most frequently attested in Oxyrhynchus, would raise the price to 350 sext./sol. The month date of the contract, probably Pachon (April/May),¹⁵ is admittedly not very common in sales of wine on delivery but is attested in *P. Oxy.* LXI 4132 (619) and *SB XXII* 15595 (Herm.; 6th/7th c.).¹⁶

To return to lines 9–11, what is the nature of the 259 *sekomata* owed to the estate? Could they also relate to a sale on delivery, for example reinstating debt for wine that was not delivered according to a previous contract of this type? I find this plausible in view of the fact that the 259 *sekomata* are lumped together with the additional 70 *sekomata* in the total given in line 13 and are therefore subject to the same conditions of delivery.¹⁷ If this supposition is correct, it remains unclear why the sale was unfulfilled. The contract may recall acknowledgments of debt for sold wine that went bad, for which we have some examples.¹⁸ In line 10 of our papyrus, however,

¹³ See HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 190–191, 195–196.

¹⁴ See A. JÖRDENS, *P. Heid.* V 359 introd.; N. KRUIT, 'Local customs in the formulas of sales of wine for future delivery', *Zeitschrift für Papyrologie und Epigraphik* 94 (1992), pp. 182–184. Add *P. Oxy.* LI 4132 (619), where the price is 500 sext./sol. The calculation of the average and the median is based on the amended figures in KRUIT, 'Local customs', pp. 182–183 (excluding the two Thinite documents *SB I* 4504–4505 and assuming a *sekomata* of 8 sextarii in *P. Mich.* XV 748) and *P. Oxy.* 4132.

¹⁵ See above, n. 6.

¹⁶ The docket on the back of *SB* 15595, containing the month date, was not printed in this re-edition: see *SB XVI* 12401, l. 15.

¹⁷ One may also consider the 259 *sekomata* a rent shortfall from the previous year, but in that case it would be odd for the rent to be subject to the same clauses as the sale on delivery of 70 *sekomata*.

¹⁸ *P. David* 10 = *SB X* 10285 (*Oxy.*; 522/3; *BL XIII* 132); cf. also *P. Lond.* I 113/11a, p. 223 = *CPJ* III 512 (Ars.; 6th/7th c., Thoth) and *P. Oxy.* XVI 1974 (499, Pachon; *BL VII* 143). In the latter document, the seller agrees to pay back the money he had received in advance. The usual deadline for the guarantee of the wine's quality in sales on delivery is Tybi (December/

ὑπὲρ [ὄ]ξ[ων, which is attested in one of these documents,¹⁹ would not suit well space and trace. Of course, one can imagine other scenarios to explain why a sale on delivery went unfulfilled, such as irrigation problems, the destruction or sickness of vines, or the like.

To sum up my interpretation of the document so far, we can say that it is both an acknowledgment of debt for arrears from a past, unfulfilled (or partially fulfilled) sale on delivery and a contract for a new, smaller sale on delivery.

A sale on delivery between *enapographoi georgoi* and the very estate to which they belong may seem *prima facie* an unexpected transaction. But we have, in fact, one clear instance of such a sale between an *enapographos georgos* and his landlord, though not from the Apion archive: in *P. Oxy.* XLIX 3512 (492), the *enapographos* Aurelius Panechotes sells his landlord, the *curialis* Flavius Ioannes, 63 *sekomata* of wine for an unspecified price and on the surety of his person and property. There are two further unpublished examples in the Oxyrhynchus collection at Oxford. In the first, dating from 491, a ‘registered vinedresser’ (*enapographos ampelourgος*) sells his landlord 30 *sekomata* of wine in advance and pledges (ὑπεθέμην σοι) a small plot of land as security. In the other agreement of this type, dating from 543, an *enapographos georgos* receives the advance price for 110 eight-sextarius *sekomata* of wine from his landlord.²⁰ It is worth noting that the Apion estate is known to have occasionally purchased wine from the inhabitants of some villages. This is apparent, for example, from some of the entries in the account of the *oinocheiristes* *P. Oxy.* LVIII 3960 (621), and such sales have been discussed by Todd Hickey.²¹ Hickey remarks that the villages from which wine was purchased were not locales with Apionic vineyards,²²

January); see JÖRDENS, *Vertragliche Regelungen* (cit. n. 3), p. 325; JAKAB, *Risikomanagement beim Weinkauf* (cit. n. 11), pp. 133–145.

¹⁹ *P. Oxy.* XVI 1974, ll. 9–11: ὁμολο[γῶ] ὀφείλειν σοι καὶ χρεωστέειν ὑπὲρ ὄξων ἐκ τοῦ δοθέντος σοι παρ’ ἐμοῦ οἴνου κτλ., ‘I acknowledge that I am in debt and owe to you on account of the sour wine delivered by me to you etc.’.

²⁰ The texts are *P. Oxy. inv.* 40 5B.110/F(1)a, to be published by N. GONIS, and *P. Oxy. inv.* 50 4B.25/B(1–2)b, edited by S. SLATTERY in his Oxford DPhil thesis (2013). Both are forthcoming sometime in *The Oxyrhynchus Papyri*.

²¹ HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 98–99, 142–145, 166–169, 179.

²² E.g., *ibidem*, pp. 166, 179 *s.vv.* ΑΠΟΛΛΩΝΟΣ, ΠΗΛΕΑΣ, ΠΟΣΟΜΠΟΥΣ/ΠΟΥΣΕΜΠΟΥΣ.

and that the implied prices in *P. Oxy.* 3960 ‘are much too high (from the *oikos*’ perspective) to have been sales in advance’.²³ Although Apionic vineyards are not yet positively attested in these villages, there is firm evidence connecting some of them to the Apion estate.²⁴ As far as geography is concerned, then, it is not wholly impossible that the persons who sold wine to the estate in *P. Oxy.* 3960 also worked on it. But since the sellers are not explicitly called *enapographoi* – which would not be expected in an account – and given the problematic prices signalled by Hickey, we cannot consider these accounts reliable parallels.

If *enapographoi georgoi* could sell wine to the estate for which they worked, as *P. Oxy.* 3512 and 5123 demonstrate, it seems inevitable to infer that they were left with a sufficient marketable surplus after paying their rent or requisite share of the produce to the landlord. Whether they sold that surplus specifically to their landlord or someone else would have depended on whether the landlord’s estate was, for whatever reason, in need of extra wine and on the special arrangements between the farmers and the estate. For example, such advance sales could be considered another form of credit transaction between the estate and its *enapographoi georgoi*, parallel to *prochreiai* agreements (on which see further below): the estate makes a loan of money to its farmers, who are then required to repay it from their own share of the harvest. Landlords may have obtained preferential prices in such transactions with their own labour force, as the price of one solidus for 70 *sekomata* in *P. Oxy.* 5123 might suggest, while farmers did not need to range far afield to find a market for their produce. The only possible alternative explanation is to posit that *enapographoi georgoi* possessed land of their own, from which they sold their private produce. Some legal texts show that *coloni adscripticii* could own land.²⁵ But even

²³ *Ibidem*, p. 99.

²⁴ Peleas appears as a *ktema* with a *lakkos* in *P. Oxy.* XVIII 2197, ll. 191–192 (6th c.), an account of bricks that belongs to the Apion archive, and has an Apionic steward (*pronoetes*) in *P. Oxy.* LXXXIV 5466, l. 21 (6th c.) and SB XX 15366, l. 1 (535). Pousempous was the centre of an administrative district (*prostasia*) of the Apion estate; see *P. Oxy.* LXXXIV, p. 164.

²⁵ See N. GONIS, *P. Oxy.* LXX 4794, ll. 19–21 note, citing *Nov. Just.* 128.14 (545): *εἰ συμβαίῃ γεωργούς τινι προσήκοντας ἢ ἐναπογράφους ἰδίαν ἔχειν κτήσιν κτλ.*, 162.2 (539): *πλὴν εἰ μὴ (κολωνοὶ) κύριοι γένοιτο κτήσεως τινος ἰδίας*, and *C.J.* II.48.20 (529); cf. also FIKHMAN,

if Apionic *enapographoi georgoi* held small parcels on the side, viticulture remained an expensive enterprise requiring substantial capital and as such would not have been suitable for small-scale exploitation.

If the hypothesis of surplus remuneration were true, we should expect to find *enapographoi georgoi* marketing their surplus to individuals or institutions other than their estate. But in that case they would not be expected to appear explicitly as *enapographoi* in such non-estate-related contracts.²⁶ In other words, it is perfectly possible that some sellers in extant sales on delivery were in fact *enapographoi georgoi* of an estate. This is precisely the case in *P. Oxy.* LXI 4132 (619), a sale on delivery of 800 five-sextarius *sekomata* of wine to a horse-doctor (*hippiatros*) for 8 solidi. The seller, Aurelius Ieremias son of Ioseph and Thaesia, is known to be an *enapographos georgos* of the Apion estate from another papyrus, the deed of surety *PSI* I 61, ll. 10–14 (609).²⁷ It is noteworthy that a number of sellers appearing in Oxyrhynchite sales of wine on delivery are from Apionic *epoikia* or *ktemata*, which are typical provenances of *enapographoi georgoi*.²⁸

This interpretation, finally, has the merit of explaining the otherwise puzzling phrase *μετὰ καὶ τῆς ἡμῶν ῥύσε[ω]* in the repayment clause in line 15 of *P. Oxy.* 5123. The *ῥύσις* here must refer to the ‘flow’ or ‘yield’ of wine due to the estate from the farmers (hence ‘our’, *ἡμῶν*).²⁹ They are stating that

‘*Coloni adscripticii*’ (cit. n. 2), pp. 220–226. The forthcoming text mentioned above, p. 56, clearly attests ownership of land by a non-Apionic *enapographos ampelourgos*.

²⁶ Cf. I. F. FIKHMAN, ‘De nouveau sur le colonat du Bas Empire’, [in:] M. CAPASSO *et al.* (eds.), *Miscellanea papyrologica in occasione del bicentenario dell’edizione della Charta Borgiana* [= *Papyrologica Florentina* 19], Florence 1990, vol. I, p. 177 n. 86 = *Wirtschaft und Gesellschaft* (cit. n. 2), p. 276 n. 86: ‘Les *enapographoi*, étant des hommes juridiquement libres, n’éprouvaient pas le besoin d’indiquer leur statut spécial lorsqu’ils passaient des transactions ne concernant pas le domaine’.

²⁷ For the name of the mother, see *BL* XI 172 on *P. Oxy.* 4132, l. 9, and *BL* XI 243 on *PSI* 61, l. 11.

²⁸ E.g., Megales Tarouthinou: *P. Col.* VIII 245 (6th c.); *P. Mich.* XV 743 (622; *BL* XIII 140); *SB* V 8264 (524); Megalou Moucheos: *P. Mich.* XV 734 (572). On these villages, see my *Rural Settlements of the Oxyrhynchite Nome: A Papyrological Survey* (Version 3.0), Leuven – Cologne 2021, downloadable from <https://www.trismegistos.org/top/>. On the provenance of *enapographoi georgoi*, see FIKHMAN, ‘*Coloni adscripticii*’ (cit. n. 2), pp. 198–199.

²⁹ On the term *ῥύσις*, see N. KRUIT, ‘The meaning of various words related to wine’, *Zeitschrift für Papyrologie und Epigraphik* 90 (1992), p. 272. It refers to the ‘flow’, i.e., ‘yield’ or ‘vintage’, of a particular year.

they will deliver the wine sold in advance from their surplus *together with* the share of the vintage normally due from them. The phrase has a parallel in an administrative letter, very probably Apionic, in which a *chartularius* requests from the *antigeouchos* that certain individuals be allowed two extra days to 'finish their yield of wine for the estate', ἕως οὗ πληρώσουσιν τὴν γεουχικὴν ῥύσιν αὐτῶν.³⁰

The interpretation of *P. Oxy.* 5123 offered here implies that our two *enapographoi georgoi* were governed by a tenancy agreement of some sort. They were required each year to pay a fixed rent or share from the vintage or harvest, which was probably indicated in a rent roll (*apaitesimon*) or in a lease contract. The remainder of the produce was left to them in remuneration for their labour, and they could presumably dispose of it as they saw fit and market it either to their own estate or to non-estate individuals.

The view of *coloni adscripticii* as essentially tenants is nothing new,³¹ but it is worth restating and corroborating the case given the now current idea that Apionic *enapographoi georgoi* were wage labourers in a régime of direct exploitation. Besides the texts discussed so far, sufficient other evidence can be adduced in support. The first is the unique contract *P. Oxy.* XVI 1896 (577). In this guarantee or *asphaleia*, seven *enapographoi georgoi* from an Apionic hamlet, together with their overseer (*phrontistes*), promise to supply 3000 *sekomata* of wine to the Apion estate in addition to arrears from the previous year. There is no mention of a monetary payment nor any phraseology of sales on delivery. The supply of the wine is described as εἰς λόγον τῆς γεουχικῆς αὐτῆς ῥύσεως τῶν γεουχικῶν ἀμπέλων τοῦ ἡμῶν κτήματος (16–17), 'to the account of your estate's flow from the vines of the estate on our holding'. Under the model proposed above, this must be a declaration of the fixed amount of the vintage due to the estate from the *enapographoi georgoi*, perhaps expressed through the written form of

³⁰ *P. Oxy.* XVI 1859, l. 3 (early 7th c.; *BL* XIII 154). See also below on *P. Oxy.* XVI 1896. The expression γεουχικὴ ῥύσις recurs in *P. Wash. Univ.* II 105, l. 2 (*Oxy.*; 6th/7th c.; *BL* X 284).

³¹ For the old view, see, e.g., the long list of works cited (and rejected) by J. BANAJI, 'Lavoratori liberi e residenza coatta: il colonato romano in prospettiva storica', [in:] E. LO CASCIO (ed.), *Terre, proprietari e contadini dell'impero romano: dall'affitto agrario al colonato tardoantico*, Rome 1997, p. 257 n. 19.

an *asphaleia* only because arrears are involved.³² That *enapographoi georgoi* could also be governed by individual lease contracts is now amply proven by *P. Oxy.* LXVII 4615 (505), LXXXII 5331 (474), 5332 (480), LXXXIII 5380 (578), 5383 (583).³³ Clauses regarding the payment of rent (φόρος or ἐκφόριον) by *enapographoi georgoi* appear in other types of documents.³⁴ *P. Oxy.* XVI 1982 (479) is an early receipt for the replacement part of a waterwheel with the clause (ὁμολογῶ) τοὺς φόρους εὐγνωμ[ο]νεῖν (20–21).³⁵ In *P. Oxy.* XXVII 2478 (595; *BL* V 82), the steward of a church gives surety that an *enapographos* gardener will ‘pay the rent due on it (i.e. the orchard) each year’ and that, should the gardener desert, he would himself ‘pay in full on his behalf the rents for the same estate-orchard’.³⁶ Similar references to rent payments by *enapographoi georgoi* are found in the deeds of surety *SB* XVIII 13949, l. 12 (541) and *P. Oxy.* LXXXIII 5382, l. 15 (582). In the non-Apionic loan of seed *P. Oxy.* LXIII 4398 (553),

³² HICKEY, *Wine, Wealth, and the State* (cit. n. 2), p. 63, similarly holds that ‘[t]he “landlordly yield” [i.e. ἡ γεουχικὴ ῥύσις in *P. Oxy.* 1859, l. 3, and 1896, l. 16] could well be a rent in kind’; cf. also p. 65: the ‘volume [of wine in *P. Oxy.* 1896] would seem to represent a fixed-rate payment for a total of 20 *arourai*’.

³³ On leases from Late Antique Oxyrhynchus, see R. MAZZA, ‘Gli affitti fondiari dell’Ossirinchite nell’età tardoantica’, [in:] B. PALME (ed.), *Akten des 23. Internationalen Papyrologenkongresses, Wien, 22.–28. Juli 2001* [= *Pap. Vind.* 1], Vienna 2007, pp. 439–446, who rightly concludes that ‘la diffusione della grande proprietà non implica la scomparsa dell’affitto’ (p. 443). Other sixth-century leases from the Apion archive include *P. Oxy.* LXXXIII 5367 (537?), 5370 (mid 6th c.), 5374 (552/3), and possibly *SB* XXVI 16722 = *P. Oxy.* XVI 1968 (late 6th c.), but they do not preserve the identity of the lessees.

³⁴ The words φόρος and ἐκφόριον are sometimes misunderstood to mean ‘tax’, but ‘rent’ is their usual meaning in papyri of this period (taxes ought to be called τὰ δημόσια *vel sim.*); see J. BANAJI, *Agrarian Change in Late Antiquity: Gold, Labour, and Aristocratic Dominance*, Oxford 2001, pp. 96–97; J. HERRMANN, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri*, Munich 1958, pp. 98–100.

³⁵ *P. Mil.* II 64, l. 12 (Oxy.; 440; *BL* XIII 134) contains a similar clause, but it is questionable whether ἐναπόγραφος should be restored in line 5; see N. GONIS, *P. Oxy.* LXVIII 4697, ll. 6–7 note. G. AZZARELLO, *Il dossier della ‘domus divina’ in Egitto* [= *Archiv für Papyrusforschung Beiheft* 32], Berlin – Boston 2012, pp. 59–60, suggests supplementing καὶ ὑδροπάροχος instead. Cf. also *P. Oxy.* XVI 1899, ll. 20–21 (476), where the recipient is not explicitly designated an *enapographos georgos*.

³⁶ 19–20: εὐγνωμονεῖν τὸν ὑπὲρ αὐτοῦ (sc. πωμαρίου) φόρον κατ’ ἕτος; 26–27: ὁμολογῶ οἰκοθεν [ὑπ]ὲρ αὐτοῦ πληρῶσαι τὰ ἐκφόρια τοῦ αὐτοῦ γεουχικοῦ πωμαρίου.

an *enapographos georgos* agrees to return the loaned amount to the landlord at the next summer's harvest μετὰ καὶ τ[ο]ῦ φορικοῦ μὲν φόρου (27–28), 'together with my rent of the same quality', a phrase parallel to μετὰ καὶ τῆς ἡμῶν ῥύσε[ω]ς in *P. Oxy.* 5123, l. 15.

One consequence of this review is that it takes some force away from Jairus Banaji's insistence that *enapographoi georgoi* were (cash) wage labourers.³⁷ Banaji argues that the level of control exercised by estates over *enapographoi georgoi* goes far beyond the conditions of classical tenancy. He proposes instead that *enapographoi georgoi* are better understood as 'legally coerced' permanent wage labourers: in other words, a labour force that had permanent residence on the estate, was directly managed by it, and was remunerated for its labour through the payment of regular wages in cash.³⁸ For the last point, Banaji relies on the evidence of so-called *prochreia* agreements, which he interprets as wage advances. I prefer, however, with Roberta Mazza and Todd Hickey to see these *prochreiai* as conditional advances or loans 'often to be consumed during the completion of a task' rather than as straightforward wages for labour.³⁹ Whilst his

³⁷ BANAJI, 'Lavoratori liberi e residenza coatta' (cit. n. 31), pp. 253–280; IDEM, 'Agrarian history and the labour organisation of Byzantine large estates', [in:] A. K. BOWMAN & E. ROGAN (eds.), *Agriculture in Egypt from Pharaonic to Modern Times*, Oxford 1999, pp. 193–216; IDEM, *Agrarian Change in Late Antiquity* (cit. n. 34), esp. pp. 182–185, 206–212. A comparable view is held by P. SARRIS, *Economy and Society in the Age of Justinian*, Cambridge 2006, who argues that Apionic *georgoi* were both tenants of *ktemata* and directly managed wage labourers on the estate's *autourgia*. For an incisive refutation of this hybrid model, see R. E. MCCONNELL, *Getting Rich in Late Antique Egypt*, Ann Arbor 2017, pp. 14–40. Cf. also SIRKS, 'The colonate in Justinian's reign' (cit. n. 1), p. 129 n. 44 (*adscripticii* as 'hirelings').

³⁸ Cf. especially BANAJI, 'Agrarian history' (cit. n. 37), pp. 206–207: estate *epoikia* 'were heavily supervised, and the bulk of the peasants residing in them seem to have been partly or even very largely dependent on wage employment'; p. 211: '*georgoi* ... were assigned to individual irrigated plots or farms (or gardens or vineyards), or vice versa, usually paid cash wages (in the prevalent gold currency), and entitled to advances out of them'; IDEM, *Agrarian Change in Late Antiquity* (cit. n. 34), p. 182: 'surviving accounts make no reference to the remuneration of permanent agricultural workers. The wage receipts show that significant part of their earnings must have come from money wages (advanced in solidi)'.

³⁹ MAZZA, *L'archivio degli Apioni* (cit. n. 2), pp. 125–128; EADEM, 'Gli affitti fondiari' (cit. n. 33), pp. 441–442 (cf. p. 442: 'L'anticipo è dunque collegato, in questi casi, non tanto con un rapporto di lavoro, quanto con l'affitto e la coltivazione di un terreno'); HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 84–85 (quote from p. 85). See also B. HAUG [in:]

economic definition of *enapographoi georgoi* as ‘permanent resident labourers’ is fundamentally correct, Banaji places too strong an emphasis on the payment of cash wages and direct management, whereas the evidence suggests that leasing was the estate’s normal mode of exploiting its lands and its preferred way of regulating relations with its agricultural labour force. In theory, one could maintain the characterization of *enapographoi georgoi* as wage labourers if ‘wage’ is understood in the broader sense of any remuneration for labour, including a share of the crop, and not specifically compensation in cash.⁴⁰ It is true that some forms of sharecropping were akin to hired labour, especially if the sharecropper contributed no resources of his own (such as draught animals and tools) and received only a small share of the crop.⁴¹ We do not have sufficient data to make a conclusive judgement on the issue with regard to *enapographoi georgoi*, but it is clear that some of them at least were not sharecroppers of this sort. Two of the extant leases with *enapographoi georgoi* explicitly stipulate a fixed rent payment rather than a share of the produce.⁴² The fact that Aurelius Ieremias in *P. Oxy.* 4132 (see above) was able to sell 800 five-sextarius *sekomata* of wine – the equivalent of 4,000 sextarii or 2,184 litres – to an external buyer

J. G. KEENAN, J. G. MANNING & U. YIFTACH-FIRANKO (eds.), *Law and Legal Practice in Egypt from Alexander to the Arab Conquest*, Cambridge 2014, pp. 435–437. The *prochreiai* explicitly involving *enapographoi* are *P. Amb.* II 149 (6th c.), *P. Iand.* III 48 (582), *SB XXII* 15362 (614/15; see *P. Oxy.* LXXII 4901, l. 4 note), and *P. Oxy.* I 194 descr. (6th c.), the latter to be published by T. M. Hickey and myself. I am aware of two other unpublished examples in the Oxyrhynchus collection at Oxford, one of which is a land lease combined with a *prochreia*.

⁴⁰ So sometimes BANAJI, e.g. in ‘Agrarian history’ (cit. n. 37), pp. 207–208, and *Agrarian Change in Late Antiquity* (cit. n. 34), pp. 181, 199–200; cf. also HICKEY, *Wine, Wealth, and the State* (cit. n. 2), p. 77: ‘there is a fine line between cropping and wage labor’.

⁴¹ On the marked differences in these respects between sharecroppers in the Thebaid and in the Arsinoite nome, see JÖRDENS, *Vertragliche Regelungen* (cit. n. 3), pp. 248–259; EADEM, ‘Die Agrarverhältnisse’ (cit. n. 2), pp. 122–124. For sharecropping on the Apion estate, see HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 73–77.

⁴² *P. Oxy.* LXXXIII 5380, ll. 16–17 (578), and 5383, ll. 21–22 (583); in the latter the rent is payable both in wheat and in money. Of the other leases, *P. Oxy.* LXVII 4615 (505) and LXXXII 5332 (480) do not preserve the rent clause, while *P. Oxy.* LXXXII 5331 (474) refers to a rent payment ‘in accordance with your list of exactions (*apaitesimon*)’, i.e., the estate’s rent roll.

shows that some *enapographoi* were not left with a mere pittance after paying their rent or the landlord's share. Finally, the frequent ownership of animals by *enapographoi* suggests that they could furnish resources of their own when taking on leases and were not in the same position as the destitute sharecroppers of the Arsinoite nome.⁴³

Todd Hickey has also compellingly argued for the primacy of tenancy in the Apion estate's viticultural sector and taken issue with the views of Banaji and Sarris, noting that 'the data underlying recent claims for the direct exploitation of the Apiones' viticultural land are unsatisfying'.⁴⁴ However, he continues to regard *enapographoi* as estate employees and a separate category of labour with a limited role.⁴⁵ Because of their prevalence in receipts for parts of waterwheels, he contends that that 'irrigation seems to have been a primary (or even the principal) charge of the *enapographoi*'.⁴⁶ But this is not an inescapable inference. Irrigation was simply an aspect – albeit an important one – of their duties as agricultural tenants, and such a major capital outlay by the estate naturally generated much documentation.⁴⁷ The land lease P. Oxy. LXXXII 5331 (474), for example, stipulates among other things that the two *enapographoi* lessees perform 'the water-drawing and the distribution of water blamelessly', a phrase found in contemporary receipts for parts of waterwheels.⁴⁸ Hickey

⁴³ In P. Oxy. I 130 (548/9 [?]; BL VIII 232), an *enapographos georgos* complains that he had to borrow 15 solidi to replace his defunct cattle, which indicates 'a relatively high degree of prosperity' (SARRIS, *Economy and Society* [cit. n. 37], p. 73). Many deeds of surety refer to the κτήνη of *enapographoi*.

⁴⁴ HICKEY, *Wine, Wealth, and the State* (cit. n. 2), p. 64, and more generally pp. 62–79.

⁴⁵ *Ibidem*, pp. 81–89.

⁴⁶ *Ibidem*, pp. 83–84; cf. also p. 87: the adscripticiate 'was largely limited to certain kinds of labor (in particular, irrigation work)'.

⁴⁷ Cf. J.-M. CARRIÉ, 'Figures du "colonat" dans les papyrus d'Égypte: lexique, contextes', [in:] *Atti del XVII Congresso Internazionale di Papirologia (Napoli, 19–26 maggio 1983)*, Naples 1984, pp. 939–948, at p. 945. This may explain why such receipts are more numerous than land leases: the latter were probably concluded only once with a new lessee and subsequently renewed tacitly (unless the terms of the lease needed to be modified), while the former had to be issued every few years, whenever a replacement part for a waterwheel was required. On *relocatio*, cf. MAZZA, 'Gli affitti fondiari' (cit. n. 33), p. 440.

⁴⁸ 14–15: καὶ τὰ[ς ἀ]ντλήσεις καὶ ὑδροπαρο[χίας] c. 12]εῖν ἀμέμπ[τως; see the note ad loc. for parallels and possible supplements.

nevertheless allows that some *enapographoi* may have been lessees, and acknowledges that ‘the fiscal nature of the status suggests that we should be wary of defining it by the work that those possessing it performed’.⁴⁹

A number of questions remain open. One would like to know the level of the rent paid to the estate, how much of the produce was typically left to the *enapographos georgos* compared to his subsistence needs, and how it varied from year to year depending on the vintage or harvest. It would also be interesting to learn whether *enapographoi georgoi* needed the consent of the landlord to sell their share of the produce to outside parties: it is notable that the guarantor of Aurelius Ieremias in *P. Oxy.* 4132 is his own *pronoetes* (local estate steward), suggesting to the editor that ‘[p]erhaps the guarantee of the steward was valuable particularly as a symbol of the agreement of the landowner to a transaction with one of his tenant farmers’ (11–13 n.). This in turn reminds us of the laws which state that *colonii adscripticii* needed the consent of their *domini* to alienate their *peculium*.⁵⁰ The guarantee of the *pronoetes*, however, need not have anything to do with these laws, since third-party sureties are well attested in sales on delivery that do not involve *enapographoi georgoi*.⁵¹ The *pronoetes* may have been chosen as a guarantor simply because he was considered reliable enough for the purpose in view of his position of responsibility and his direct knowledge of Aurelius Ieremias. In a land lease contracted with the Apion estate itself, two *enapographoi georgoi* provide as guarantors an estate overseer (*phrontistes*) and the son of an overseer who are themselves *enapographoi*.⁵²

These questions apart, the main thrust of my argument is that, whatever the level of legal dependency of Apionic *enapographoi georgoi* vis-à-vis their landlord, they do not appear to have been subjected to special or radically different economic arrangements from most other farmers in Late

⁴⁹ HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 83 (quote), 84, 87–88, 158.

⁵⁰ See *C.Th.* 5.19 tit. (365): *ne colonus inscio domino suum alienet peculium vel litem inferat civilem*, *C.ŷ.* 11.50.2.3 (396): *ne quid de peculio sui cuiquam colonorum ignorante domino praedii vendere aut alio modo alienare licet*, and *C.ŷ.* 11.48.19 (constitution of Anastasius): τῶν γεωργῶν οἱ μὲν ἐανπόγραφοί εἰσιν καὶ τὰ τούτων πεκούλια τοῖς δεσπότηαις ἀνήκει.

⁵¹ See JÖRDENS, *Vertragliche Regelungen* (cit. n. 3), p. 304 n. 39.

⁵² *P. Oxy.* LXXXIII 5383, ll. 9–14 (583) with 14 note. Cf. also *P. Oxy.* LXXXIII 5380, ll. 7–9 (578) with 9 note.

Antique Egypt: they were usually governed by tenancy agreements; they were remunerated with the produce remaining after the payment of their rent; and they had the possibility of marketing that surplus either to their own estate or to outside parties. Attempts to restrict them to a particular socio-economic niche or type of labour are not borne out by the evidence. I therefore join Jean-Michel Carrié in considering the adscripticiate primarily a fiscal institution that did not entail or presuppose specific labour relations with the landlord and a significantly worsened economic condition.⁵³ In reality, *enapographoi georgoi* were not a homogenous labour group, and their economic activities and social conditions must have varied according to personal circumstance. Some may well have been heavily indebted landless wage labourers or sharecroppers not remunerated beyond subsistence level, while others may have become relatively prosperous tenants and even possessed land of their own. We know, after all, of a property-owning *enapographos georgos* who was formerly a village headman (*meizon*) as well as *enapographoi* who were not farmers, such as sailors and traders or agents.⁵⁴ Specialised labourers like gardeners and vinedressers illustrate the varieties of work performed by *enapographoi* within the

⁵³ See especially J.-M. CARRIÉ, 'Un roman des origines: les généalogies du "colonat du Bas-Empire"', *Opus* 2 (1983), pp. 205–251; IDEM, "'Colonato del Basso-Impero': la resistenza del mito', [in:] E. LO CASCIO (ed.), *Terre, proprietari e contadini dell'Impero romano*, Rome 1997, pp. 75–150, cf. pp. 139–140: 'sembra che, in pratica, questo personale poteva prestarsi ad una grande varietà di tipi di utilizzazione. Numerosi *adscripti* lavoravano evidentemente allo stesso modo dei *locatores* esterni al fondo, conservando per se stessi il prodotto della coltivazione in cambio del pagamento di un canone fissato ... Altri, però, erano verosimilmente semplici salariati agricoli, oppure lavoratori alloggiati e nutriti'. Cf. also D. VERA, 'Padroni, contadini, contratti: *realia* del colonato tardoantico', [in:] E. LO CASCIO (ed.), *Terre, proprietari e contadini dell'Impero romano*, Rome 1997, pp. 185–224, esp. pp. 186, 199, 201.

⁵⁴ *Meizon*: P. Oxy. LXX 4794 (580); on the relatively comfortable financial standing of Oxyrhynchite *meizones*, see L. BERKES, *Dorfverwaltung und Dorfgemeinschaft in Ägypten von Diokletian zu den Abbasiden*, Wiesbaden 2017, p. 74. *Enapographos nautes*: P. Oxy. LXXXIII 5384 (584). *Enapographos pragmateutes*: P. Oxy. 4794, ll. 12–13. Other *enapographoi* who were not *georgoi* are listed by N. GONIS, P. Oxy. LXX 4790, l. 27 note; cf. also P. Pintaudi 19, ll. 12–13. A similar conclusion is reached by MCCONNELL, *Getting Rich in Late Antique Egypt* (cit. n. 37), pp. 18–20, 39, cf. p. 40: 'The *georgoi* who did lease and live in the Apion-associated *epoikia* and *komai* were not of homogenous social and economic status, and the types of arrangements possible with the estate were similarly varied'.

agricultural sector.⁵⁵ It is in fact likely that the majority of residents of estate *epoikia* were *ipso facto* – by virtue of their *origo* – *enapographoi*, for it would be otherwise difficult to explain why so few contracts survive between the Apion estate and non-*enapographoi* from these hamlets.⁵⁶ The epithet *enapographos* indicated an individual's registration in the estate's tax-rolls and the resulting restrictions on his freedom of movement and some of his rights, but such a status does not appear to have turned its holders into an economically distinct and uniform labour force.

Amin Benaïssa

University of Oxford
Lady Margaret Hall
Norham Gardens
Oxford OX2 6QA
UNITED KINGDOM

e-mail: amin.benaïssa@classics.ox.ac.uk

⁵⁵ *Enapographos pomarites*: P. Oxy. XXVII 2478 (595; BL V 82). *Enapographos kepouros* who was also an overseer (*phrontistes*): P. Amb. II 149 (Oxy.; 6th c.). *Enapographos ampleourgos* who owned land: P. Oxy. inv. 40 5B.110/F(1)a (forthcoming; see above, p. 56). For the multifarious activities of the 'entrepreneurial' Apionic farmer Pekysius son of Paulus, see P. VENTICINQUE, 'Risk management: social capital and economic strategies on late Roman estates in Oxyrhynchus', *Historia* 63.4 (2014), pp. 463–486. As he appears only in estate accounts, we cannot tell whether he was an *enapographos*, but he may well have been, since he originates from the Apionic *epoikion* of Loukiou.

⁵⁶ Contrast HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 81–88, who maintains that 'adscript status was significantly limited even among the Apiones' labor force' (p. 83) and is overrepresented in our documentation because of its 'inherent fiscality' (p. 20); cf. also pp. 148 n. 13, 158. On the correlation between *origo* in settlements of the great estates and adscript status, see CARRIÉ, 'Un roman des origines' (cit. n. 53), pp. 217–219; IDEM, 'Figures du "colonat"' (cit. n. 47), pp. 941–943; GREY, 'Contextualizing *colonatus*' (cit. n. 1), pp. 170–175.

THE JOURNAL OF JURISTIC PAPYROLOGY

FOUNDED BY
RAPHAEL TAUBENSCHLAG

EDITED BY
TOMASZ DERDA
ADAM ŁAJTAR
JAKUB URBANIK

VOL. L (2020)



ΕΥΓΡΑΦΙΟΣΤ
ΗΕΗΩΘΗΚ
ΠΑΡΔΔΟ



UNIVERSITY OF WARSAW
FACULTY OF ARCHAEOLOGY
CHAIR OF EPIGRAPHY AND PAPHYROLOGY



UNIVERSITY OF WARSAW
FACULTY OF LAW AND ADMINISTRATION
CHAIR OF ROMAN LAW AND THE LAW OF ANTIQUITY



THE RAPHAEL TAUBENSCHLAG
FOUNDATION

THE JOURNAL OF JURISTIC PAPHYROLOGY

FOUNDED BY
RAPHAEL TAUBENSCHLAG

EDITED BY
TOMASZ DERDA
ADAM ŁAJTAR
JAKUB URBANIK

ASSISTANT TO THE EDITORS
GRZEGORZ OCHAŁA

VOL. L (2020)

SCIENTIFIC BOARD

José Luis Alonso (Universität Zürich), **Roger S. Bagnall** (New York University), **Benedetto Bravo** (Uniwersytet Warszawski), **Willy Clarysse** (Katholieke Universiteit Leuven), **Bernard H. Stolte** (Rijksuniversiteit Groningen), **Dorothy Thompson** (Girton College, Cambridge University), **Jacques van der Vliet** (Universiteit Leiden/Radboud Universiteit Nijmegen), **Ewa Wipszycka** (Uniwersytet Warszawski)

LANGUAGE CONSULTANTS

English: **Giovanni R. Ruffini** (Fairfield University), French: **Chris Rodriguez** (Université Paris I), German: **Martin Lemke** (Uniwersytet Warszawski), Italian: **Fabiana Tuccillo** (Università degli studi di Napoli «Federico II»)

© For the book by Fundacja im. Rafała Taubenschlaga
© For the constituting papers by the authors

Computer design and DTP by
Piotr Berezowski, Tomasz Derda, Grzegorz Ochała, and Jakub Urbanik

Cover design by
Maryna Wiśniewska

Warszawa 2020

ISSN 0075–4277

This publication has been published with financial support
from the Faculty of Archaeology and Faculty of Law and Administration
of the University of Warsaw

Wydanie I (wersja pierwotna)
Nakład: 200 egz.

Druk i oprawa: Sowa Sp. z o.o., ul. Raszyńska 13, 05-500 Piaseczno

CONTENTS

<i>From the Editors</i>	XI
Antonia APOSTOLAKOU <i>The interrelationship between scriptal and linguistic variation</i> <i>in notary signatures of Greek contracts from late antique Egypt</i>	
	1

Abstract: This study investigates linguistic and scriptal variation in notary signatures found in late antique contracts from Egypt, seeking to identify and interpret the potential relationship between choices in language and script. To answer this, theoretical concepts and methods from sociolinguistics, social semiotics, and multilingual studies are used, with the objective of adding a new, more linguistically-oriented perspective to existing research on notarial signatures. On the one hand, this research demonstrates how the Latin script seems to restrict notaries, resulting in transliterated Greek signatures with very homogeneous content. The familiarity of notaries with the Greek language and writing is, on the other hand, reflected in signatures written in the Greek alphabet, which are much more diverse and at times adjusted to the circumstances under which specific documents were composed. Even if notaries seem to lack confidence in freely producing text in the Latin script, they choose to do so due to its functional values, which are conveyed and perceived visually. Latin letters create an association between signatories and Roman law, adding to the trustworthiness and prestige of the signatures. Differentiating between script and language allows us to understand how the Latin script maintained the connotations that formerly accompanied the Latin language, gradually replacing it in the form of transliterated passages, at a time when the language was disappearing from papyrological

documentation. In this sense, sociolinguistics, and especially social semiotics, prove useful when dealing with visual aspects of language in papyri, as they prevent their functions and meanings from being overlooked.

Keywords: notary, social semiotics, digraphia, diglossia, *di emou* signatures

Amin BENAÏSSA

P. Oxy. LXXVII 5123 and the economic relations

between the Apion estate and its coloni adscripticii 49

Abstract: Starting from a detailed interpretation of *P. Oxy. LXXVII 5123* (AD 555), I argue that the Apion estate favoured a tenancy arrangement with its *enapographoi georgoi*, the farmers registered on its tax-rolls. Such leases left them with a marketable surplus of the produce in remuneration, which they could sell either to their own estate or to outside parties. Contrary to the now current view of Apionic *enapographoi georgoi* as directly managed permanent employees or wage labourers, the evidence reviewed suggests that they were not an economically distinct and homogenous labour group.

Keywords: *coloni adscripticii*, *enapographoi georgoi*, Apion estate (Oxyrhynchus), tenancy, viticulture in late-antique Egypt

Willy CLARYSSE & Christelle FISCHER-BOVET

Greek papyri of the Classics Department at Stanford (P. Stan. Class.) – Part II 67

Abstract: Among the sixteen Ptolemaic texts (33–44) from the collection of the Greek papyri of the Department of Classics at Stanford are petitions, official correspondence, letters, a declaration of surety with royal oath – one the earliest dated texts in the collection (227 BC) – and an account. Most notable is the discovery of the upper part of *P. Köln VI 261*, a petition to the *oikonomos* Apollonios (33 + 18) about oil-contraband and prisoners of war. Another petition is addressed to the *oikonomos* Poseidonios (*Prosopographia Ptolemaica* I/VIII 1079) about the wool tax (34), while 35, a draft written with an Egyptian rush, reports an effraction at night with arson. The official correspondence deals with tax-farming and oil-bearing products.

Keywords: Ptolemaic papyri, petitions, letters, oil contraband, tax farming, Arsinoite nome, prisoners of war

Jean-Luc FOURNET

Trois nouveaux reçus d'annone civile

transportée par le monastère de la Métanoia (Égypte, VI^e siècle) 109

Abstract: Edition of three sixth-century shipping receipts for the *annona civilis* transported by the Monastery of the Metanoia (near Canopus). Two of

them belong to the Dioscorus archive. The appendix proposes a revision of the other shipping receipts involving the Metanoia – one from the Monastery of Sabinos, the other ones from Aphrodite.

Keywords: Monastery of the Metanoia, *anmona civilis*, shipping receipts, Dioscorus archive

Edward M. HARRIS

Legal expertise and legal experts in Athenian democracy 149

Abstract: This essay refutes the view that the Athenians of the Classical period were hostile to legal expertise. The Athenians had much respect for the Areopagus and the Exegetai, who were experts in law and religion. The legal expert Phanodemus was often praised and entrusted with important responsibilities. Litigants in public cases often show their legal knowledge by copious citation of statutes. They sometimes accuse their opponents of deceitful use of rhetoric never attack them for legal expertise. In the speech of Lysias *Against Nicomachus*, the accuser charges the defendant with illegally modifying the rules about sacrifices but never arouses suspicions about his legal expertise.

Keywords: expertise, Areopagus, Exegetai, Phanodemus, Apollodorus, son of Pasion, *anagrapheis* (inscribers), Lysias *Against Nicomachus*

Giulio IOVINE & Ornella SALATI

Die Geschäfte des Herrn Julius Caesar.

A survey of the first century BC – third century AD Latin and Latin-Greek documents referring to Roman citizens and their business in Egypt 169

Abstract: The paper provides an updated and annotated list of Latin and bilingual Latin-Greek papyri from the first century BC to the early third century AD – including very recently published and still unpublished – that refer to the lives and businesses of Roman citizens in Egypt. It also covers documents connected with the Roman army, that is produced in military *officia* to be specifically used by soldiers (acknowledgments of debt, receipts of money etc.). They are connected not with the army life, but with the life outside the barracks, among tradesmen, merchants, and (from the second century AD onwards) in the milieu of veterans.

Keywords: Latin papyri, Roman citizens, Egypt, business, trade, land

Andrea JÖRDENS

Die Priester und der Textillieferant.

SPP XXII 95 und die Ermittlungen zu einem ungeklärten Todesfall im Hinterland .. 199

Abstract: *SPP XXII 95* (early 3rd century AD) is concerned with the leading priests of the sanctuary of Soknopaios, who were arrested on account of the

suspicious death of a clothes vendor. Their interrogations, however, brought no result, and now efforts are being made to have them released. In the present papyrus, the head of the office summarises the state of affairs in order to append it as a 'cover-letter' to the petition submitted to the *strategos*.

Keywords: murder, pre-trial detention, priests, Soknopaiou Nesos

Adam ŁAJTAR

I. Deir el-Bahari 196 (partly) supplemented 217

Abstract: The article presents a fragment of the cornice from the Ptolemaic Portico of the Hatshepsut temple at Deir el-Bahari discovered in 2021 in the fill of the Middle Kingdom tomb MMA 28. The fragment carries remnants of two dipinti in red ochre, of which one is illegible and the other preserves vestiges of the three first lines of the Greek inscription *I. Deir el-Bahari 196*. They show that the inscription was a *proskynema* (act of adoration) addressed to Amenotnes (Greek for Amenhotep son of Hapu). The name of the author cannot be read with certainty (perhaps Pe[---]); the text also mentions a certain Menodoros, who may be the father of the protagonist of the inscription or another man. In an appendix, a fragment of another text in Greek, probably originating from the south wall of the Bark Room of the main sanctuary of Amun is presented.

Keywords: Deir el-Bahari, Amenhotep son of Hapu, Greek inscriptions

Adam ŁUKASZEWICZ

Mark Antony and the date of the Inimitables. A remark on an edited text 223

Abstract: A Greek inscription on stone found in Alexandria in the nineteenth century and exhibited in the Alexandrian Greco-Roman Museum contains an unusual dedicatory text in honour of Mark Antony. The text was edited several times. It contains useful information which agrees with the passage of Plutarch on the lifestyle of Antony and Cleopatra, and their entourage. In this paper the author suggests the date 34–30 BC for the activity of the 'Inimitables' and adds a further commentary on the history of Antony and Cleopatra.

Keywords: Alexandria, Mark Antony, Cleopatra VII, Antyllus, 'Inimitables'

Grzegorz OCHAŁA

Nubica onomastica miscellanea V:

Reedition of two Old Nubian lists of names from Qasr Ibrim 233

Abstract: Unlike previous instalments of the 'Nubica onomastica miscellanea'-series which focused on correcting single names or phrases in Nubian texts, its fifth part brings the complete reedition of two more substantial

texts originally published by Giovanni Ruffini. The former is a list of witnesses to a deed of land sale (*P. Qasr Ibrim* IV 65) and the latter an account (*P. Qasr Ibrim* IV 80). While the main subject of the paper are personal names that can be found in the two documents, other elements, such as grammar, lexicon, and – especially for *P. Qasr Ibrim* IV 80 – the matter of the document are also duly treated. By identifying ghost-names in Ruffini's edition and proposing the identification of new Old Nubian substantives, the paper enhances our knowledge about the vocabulary of the language. Last but not least, the new interpretation of *P. Qasr Ibrim* IV 80, which – for the first time in medieval Nubia – appears to explicitly state the value of certain commodities in dirhams, is an important contribution to the studies on the monetisation of Nubian economy.

Keywords: medieval Nubia, Qasr Ibrim, Old Nubian documents, onomastics, ghost-names, account, Nubian economy

Joanna WILIMOWSKA

Sacred animal cult workers in the Ptolemaic Fayum 263

Abstract: In ancient Egypt sacred animals were served by specific categories of priests who fulfilled various functions and tasks. The aim of this article is to examine the evidence that concerns the activities of these priests within sacred animal cults in the Ptolemaic Fayum. This study identifies, analyses, and classifies the occupational titles of the priests and attempts to discover the full range of their duties, concentrating on their non-religious activities. This in turn will enable the role that they played in both local society and the economy to be explored.

Keywords: animal cult, priests, temple personnel, Egyptian temples, Ptolemaic period, Fayum area

Ewa WIPSZYCKA

Monks at work in Eastern Mediterranean: Ideals and reality 299

Abstract: The main question that the present paper tries to answer is as follows: since two discordant precepts concerning work were to be found in the New Testament, how did monks behave? One precept treated work as a duty, the other recommended not to care about one's maintenance. The monks followed in their behaviour either the first or the second precept. As a result of disputes that took place in the fourth century the opinion prevailed that work was the better choice. It is important for us to find out when and under what circumstances that choice was done by the majority of the monastic movement in the East. It is also important to see what arguments were used by the monks of Late Antiquity in order to settle the conflict between the two discordant precepts. This conflict worried many and caused a renewal of

a dispute that seemed to have been closed. Two ways of reasoning in favour of monastic work were generally used: monks might and should pray and work at the same time, satisfying both precepts; monks ought to work in order to be able to give alms, and this conferred to work a meaning that went beyond immediate usefulness. Praying and working at the same time was not always feasible in actual practice, but this did not bother authors of ascetic treatises.

Keywords: voluntary poverty, St. Anthony, Pachomius, Horsiese, Basil of Caesarea, Evagrius of Pontus, John Cassian, *melete*, Messalians, ‘wandering and begging’ monks, Rabbula, Syriac monastic rules, almsgiving