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Notes on Absentee Landlordism at Aphrodito

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NOTES ON ABSENTEE LANDLORDISM AT APHRODITO

I. Introduction

In two recent articles, I tried to establish the existence in 6th-century Aphrodito of a cadre of local worthies who, in the system of village land management, while owners and acquirers in their own right, served also as middlemen for absentee landowners and for landowning churches and monasteries. One article centered on Aurelius Phoibammon, son of Triadelphus, the other, on Apollos, son of Dioscorus; but it was suggested in the second article that more than just these two Aphroditans filled this middleman role.[1] A more limited case--because there is less evidence--might be made for Apollos' brother, Besarion; a stronger case, on more extensive evidence and fuller study, can (and should) be made for Apollos' son, Dioscorus, the ancient keeper of most of the surviving Byzantine-period Aphrodito papyri. Nevertheless, Besarion and Dioscorus are not the objects of direct attention here, however often their names arise in the pages that follow.[2] Instead, this article will attempt a discussion, still tentative, incomplete and disconnected, of the processes and personnel employed in managing land owned by secular absentees, by churches and monasteries, both in Aphrodito and in the territory of its neighboring village, Phthla. Left out of consideration, for the time being, will be the shadowy figure of Count Ammonius, reputedly Aphrodito's greatest landlord, someone who merits separate and distinct treatment of his own.[3] Rather, the prototypical (secular) landlord in mind here is the middle-level absentee who, owning land in more than

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1 "Aurelius Phoibammon, Son of Triadelphus: A Byzantine Egyptian Land Entrepreneur," *BASP* 17 (1980) 145-54; "Aurelius Apollos and the Aphrodite Village Elite," *Atti del XVII Congresso Internazionale di Papirologia* (Naples 1984) 957-63, esp. at p. 962 (hereafter *Atti XVII Congresso*). It is an honor to have the opportunity to dedicate to Professor Willis this new effort, substantially completed during a Fall Semester 1984 leave of absence from Loyola University of Chicago.

2 Though, for Besarion in particular, see pt. VII below.

3 For now, E. R. Hardy, *The Large Estates of Byzantine Egypt* (New York 1931) *passim*.

one venue, operates locally through agents (προνοηταί).[4] The agents stand responsible to their landlord for collecting yearly rents and dues. They rent out the landlord's land to local middlemen. In their turn, the middlemen oversee, and may even assist in, the land's farming, but the land is principally worked by sub-lessees and by work-contract and day-labor hirelings.[5] What is envisaged, in sum, is a structure of relationships--or a chain, not all of whose links are, for Aphrodito (to whose evidence I propose to restrict myself), evidenced as clearly and completely as one would like.[6]

Something of the full pattern just sketched (the ecclesiastical/monastic situation will be somewhat different), and of its participants, can be divined in the receipt at lines 5-12 of *P. Cair. Masp.* III 67327, one in a series of receipts for third-indiction rents on land in the field of the village of Phthla:[7]

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4 Cf. J. Gascou, *Les grands domaines, la cité et l'état en Égypte byzantine (Recherches d'histoire agraire, fiscale et administrative)*, Collège de France, Centre de Recherche d'Histoire et Civilisation de Byzance, Travaux et Mémoires 9 (Paris 1985) 17-18, 40-41 (hereafter Gascou, *Grands domaines*).

5 On these features, the evidence is seemingly thinnest, but see pt. VII below. Estate accounts, which should bring more light to these subjects, have yet to be adequately considered.

6 Or should expect. Cf. Joyce Youings, *Sixteenth-Century England* (Harmondsworth 1984) 52, 175, on the absence of evidence for sub-letting in the 16th-century English land market (though it must have been a frequent and standard practice). For Byzantine Egypt, it is impossible to gauge the documentary loss, or to estimate the (possible) importance of oral agreements at certain levels of these arrangements.

7 The text is Maspero's, editorially modernized. The translation is purposefully bland and noncommittal when it comes to the technical terms φόρων and κανόνος. For the range of nuances (and for the casual approach to the terms in the Byzantine documents themselves), see Gascou, *Grands domaines* (above, n. 4), esp. chap. 1.

℔ Κληρόνομοι τοῦ τῆς λαμπρ[ᾶ]ς μν[ή]μης Κύρου πολιτευομένου,
δι' ἐμοῦ
Βίκτορος Ψαίου πρεσβ(υτέρου) καὶ προνοητοῦ τῶν Ἀνταιοπο-
λιτικῶν πραγμάτων
Ἀπολλῶτι Διοσκόρου. Ἐδεξάμην παρὰ σοῦ καὶ ἐπληρώθην τῶν
φόρων
τῶν ὑπὸ σὲ ἀρουρῶν ἀνύδρων ὅσων ἐν διαφόροις τόποις ἐν
πεδι[άδι]
[κώμη]ς Φθλᾶ, κλήρου Πιασε, ὑπὲρ κανόνος τρίτης ἰνδικ(τίονος)
ἐκ πλήρ[ου]ς. Καὶ εἰ[ς σὴν]
[ἀσφάλ(ειαν) π]ε[ποί]η[μαι] ταύτην [τ]ὴν πληρωτικὴν ἀποχὴν
ἀκολούθως τῇ μισθώσει
ὡς πρόκ(ειται), Μεσορὴ γ̄// τῆς αὐτ(ῆς) γ̄// ἰνδικ(τίονος).
Κλ(ηρόνομοι) Κύρου δι' ἐμοῦ Βίκτορος
[πρεσβυτέ]ρου. στοίχει μοὶ ἡ ἀποχὴ ὡς πρόκ(ειται).

"The heirs of Cyrus, *curialis* of blessed memory, through me, Victor, Psaios' son, priest and agent of the Antaeopolite properties, to Apollos, Dioscorus' son. I have received from you and been fully paid for the rent-dues (φόρων) of the arouras in your care (ὑπὸ σέ),[8] waterless,[9] however many they are, in diverse locales in the field of the village of Phthla, in the allotment "The Field,"[10] for the third indiction's imposts (κανόνος), in full. And for your assurance I have made out this receipt for full payment, in accordance with the lease, as stated above, Mesore 3 of the same 3rd indiction. Cyrus' heirs through me, Victor, priest: I am satisfied with the receipt, as stated above."

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8 The precise legal force of the phrase ὑπό + pron. is here, as elsewhere in the Aphrodito papyri, obscure; but cf. *P. Cair. Masp.* I 67087.6. There, as here, it becomes clear from context that the phrase refers to the main leaseholder of landlord's land: J. Keenan, "Village Shepherds and Social Tension in Byzantine Egypt," *YCS* 28 (1985) 248 (note to line 6).

9 Waterless/ἀνύδρων, that is, without their own natural water supply and in need of irrigation by artificial means; thus, *P. Ross. Georg.* III, pp. 247-52.

10 "The Field"; for this Phthla toponym, transliterated to Greek from Coptic, though sometimes retaining the Coptic consonants hōri or schīma, cf. R. Bagnall, *BASP* 18 (1981) 180.

As can readily be seen, the landlords in this receipt are the heirs of a deceased *curialis* named Cyrus. Other Aphrodito documents establish that while living, Cyrus carried the status designation Flavius.[11] In *P. Cair. Masp.* III 67327, Cyrus' heirs operate through the same agent that Cyrus himself, when alive, had employed, namely, the priest, Victor, Psaios' son.[12] Victor's title at 67327.6 (προνοητοῦ τῶν Ἀνταιοπολιτικῶν πραγμάτων) seems to indicate that Cyrus, then his heirs, employed agents other than Victor for property they owned outside the Antaeopolite. The current payment is founded on a lease-contract (ἀκολούθως τῇ μισθώσει, line 10) between Cyrus' heirs and Apollos, son of Dioscorus.[13] Since, according to *P. Cair. Masp.* III 67327 (see pt. III below), Apollos simultaneously paid off at least six other absentee owners of Phthla land, since he may have held still more land under lease during the same year,[14] and since he was himself a landowner of some local importance,[15] he presumably did not

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11 For Cyrus (and his heirs), see also *P. Cair. Masp.* II 67134-35, III 67326 (perhaps), *P. Freer* 1 V 2 note (p. 28); discussion below, pt. III. For the significance of the status designation Flavius as applied to landowners and lessors, see *ZPE* 13 (1974) 283-88.

12 J. G. Keenan, "Victor, Son of Psaios, and Three Aphrodito Rent Receipts," *BASP* 20 (1983) 127-34.

13 For the lease-contract during Cyrus' lifetime, see *P. Cair. Masp.* II 67135.4-5, rev. *BASP* 20 (1983) 128 n. 6. The lease-contract, like the others alluded to in the Aphrodito rent receipts, does not survive. For some examples, however, see pt. II below.

14 *P. Cair. Masp.* III 67307, rev. G. Malz, *Studi in onore di A. Calderini e R. Paribeni* (Milan 1957) 2.353-54 (hereafter Malz, *Studi Calderini-Paribeni*): Apollos makes 3rd-indiction payments on land in Aphrodito owned by the village's Holy Catholic New Church, cf. *PSI* VIII 936-37, pt. VII below.

15 At one time or another he owned: a walled χώρημα in a residential part of Aphrodito (*P. Lond.* V 1691), inherited; apparently, inherited land in the *topothesia Phoneos* (*P. Lond.* V 1697); land, a maternal inheritance, in the *kleros Psineiou* (*P. Cair. Masp.* II 67235), the same plot, located in the village's southern field, which he in turn left to his own heirs (*P. Cair. Masp.* I 67108). In addition to this plot, Apollos left to his heirs: a vineyard (*P. Michael.* 40), pasturages in the village's southern field (*P. Lond.* V 1692), and an *epaulis* (*P. Cair. Masp.* I 67109), located south of the village, apparently not identical with the *chorema* of *P. Lond.* 1691 (which had been leased for use as an *epaulis*). For some of his other holdings, see *P. Cair. Masp.* I 67112, III 67301, *P. Ross. Georg.* III 36, *PSI* VIII 931, *P. Flor.* III 282-83, 342. Careful study of toponyms might establish that some of the properties mentioned in these texts (and in others) are identical.

farm all this land directly himself but did so indirectly, by other, unspecified means.

Other absentee landlords, however, unlike Cyrus and his heirs, sometimes dispensed with middlemen and agents; perhaps they did not use them at all. They short-circuited the process and leased their land directly to the men who tended it.[16] Still others may have used middlemen without the mediation of agents, or they may have used middlemen *as* agents.[17] The picture is not always clear,[18] and is further clouded by leasing agreements between Aphroditans and by leases of land from Aphrodito's "public account" (δημόσιος λόγος).[19] As a result, land tenure at Aphrodito--land ownership, management and (temporary) assignment--even at this quick glance, suggests a rich and varied tapestry that is surely more promising of interest than the static kinds of agrarian relationships usually thought to have prevailed in Byzantine Egypt.[20] It is even possible to perceive a taxonomy of Aphroditan landholders, ranging from indigenous magnates, secular absentee landlords, monastic and ecclesiastical landlords (whether based in Aphrodito or elsewhere) to native small-holders;[21] and to attempt to reconstruct

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16 Thus Flavius Panolbius, Antaeopolite *politeuomenos*, leased his land direct to Aphrodito shepherds in *P. Flor.* III 281 (517), *P. Cair. Masp.* I 67113 (prob. 525), *P. Lond.* V 1689 (527).

17 In *P. Cair. Masp.* I 67101, the Church (or Monastery) of the Three Saints, Antinoopolis, leases land to a village shepherd through Aphrodito's headmen (πρωτοκωμῆται). Middlemen as agents: *P. Cair. Masp.* I 67102, *P. Ross. Georg.* III 37, *PSI* VIII 933 (Apollos).

18 Cf. the enigmatic position of Dioscorus in *P. Cair. Masp.* I 67087: was he owner of the trespassed land, agent or lessee? See *P. Cair. Masp.* II 67133, *YCS* 28 (1985) 245-59, favoring his position as lessee. See also above, n. 8.

19 Land leases between Aphroditans are common. For leases from the "public account": e.g., *P. Cair. Masp.* I 67103, 67105-06.

20 Partly, I think, from a tendency to impose an Oxyrhynchite pattern (with its *latifundia*, tied *coloni*, etc.) on Egypt at large. Cf. H. Comfort, *Aegyptus* 14 (1934) 286-92, esp. at p. 288, and, more generally, J. G. Keenan, *ZPE* 17 (1975) 237-50.

21 For indigenous landholders, the best prosopographical starting point is *P. Cair. Masp.* III 67283 (among its signatories are twenty-two village κτήτορες; whether this is a complete listing for a particular time, or merely representative, is uncertain). According to *P. Lond.* V 1674.95-96, the village consisted of smallholders (ἀπὸ λεπτοκτητόρων γὰρ σύγκειται ἡ κώμη). Whether this means, strictly, that Aphrodito's smallholders were numerically preponderant, or, more loosely, that the village's "character" was somehow "stamped" by that group, is uncertain.

the respective arrangements that each type of landowner would have required to operate successfully. Here, however--to repeat--closest attention will be accorded to secular absentee landlords and to landowning monasteries and churches, though discussion of these cannot always be neatly disentangled or abstracted from the complicated web of landed relationships in sixth-century Aphrodito.

II. About the Evidence

The observations in this paper rely heavily on two general types of documents: rent receipts and land leases. Of these, the former seem to have been issued annually by landlords through their agents on the occasion of their tenants' payment of rents or other dues. Their shortcomings as evidence have elsewhere been remarked: in their simpler forms, they use indictional year datings and state only that rents (or dues) have been paid, usually in full.[22] Payment dates (month and day) are sometimes recorded, but because they are linked only to year dates by indiction, it is impossible to assign absolute dates to individual receipts with certitude. When receipts are associated, however, or somehow clustered, it becomes possible to suggest their dates relative to one another.[23] What receipts do provide are the names of landlords (more names than would survive if leases alone had to be relied upon) and their agents. They generally give the landlords' status designations, invariably Flavius,[24] their social or political positions and their *origines*. The lessee is named, his *origo* is frequently stated. The location, and often the "name" of the land plot on which dues are being paid, are given, but--and this is typical of Aphrodito's documentation--not the size of the parcel in question. Often, but not always, payment is stated to have been made "in accordance with the lease."[25]

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22 Often the expression is pleonastic; cf. *P. Cair. Masp.* III 67327 excerpt (above, pt. I), similarly *PSI* VIII 935.2 (ἐπληρώθην), 4 (ἐκ πλήρους), 5 (πληρωτικήν). Cf. Gascou, *Grands domaines* (above, n. 4) 15 n. 71; more generally: *BASP* 17 (1980) 152-53, E. Wipszycka, *Les ressources et les activités économiques des églises en Égypte du IV^e au VIII^e siècle* = *Pap. Brux.* X (Brussels 1972) 50 (hereafter Wipszycka, *Ressources*).

23 *BASP* 20 (1983) 130, cf. *Atti XVII Congresso* (above, n. 1) 961; see below, pts. III and VII for attempted schemata.

24 *ZPE* 11 (1973) 33-63, 13 (1974) 283-304, esp. 283-88.

25 E.g., *P. Cair. Masp.* II 67135.4-5 (rev. *BASP* 20 [1983] 128 n. 6); III 67327.10, 24; *PSI* VIII 936.3; *P. Lond.* V 1702.4; *P. Ross. Georg.* III 48.8, cf. line 4, restored.

These receipts survive in some number because they were issued to Aphroditan members of Dioscorus' immediate family (his father, Apollos, his uncle, Besarion, Dioscorus himself) and to a relative by marriage, some of whose papers managed a seemingly independent survival (Phoibammon, son of Triadelphus).[26] The leases are another matter; for it was usual for the lessor to retain the μίσθωσις-contract. Thus, although many lease-contracts survive among the Aphrodito papyri, few have to do with absentee landlords. The documents that had absentee lessors were in antiquity removed to the *poleis*--Antaeopolis, Antinoopolis, Panopolis--where Aphrodito's absentee landlords by and large resided;[27] or they became part of church or monastic archives that have not survived. Sometimes, but not, it seems, with regularity, special copies of the lease-contracts were made for the lessees. These, though identical in substance, were not exact copies of the originals; rather, they were formulaically adapted.[28] They were technically known as ἀντιμισθώσεις.[29]

Few *antimisthoseis* survive, and none of the survivors has unchallenged claim to being typical of its group.[30] It may

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26 *Atti XVII Congresso* 957-63, *BASP* 17 (1980) 145-54.

27 In general, J. G. Keenan, "On Village and Polis in Byzantine Egypt," *Proceedings of the Sixteenth International Congress of Papyrology* (Chico 1981) 479-85. See below, esp. pt. III, for the *origines* of some of Aphrodito's absentee landlords.

28 Chiefly, the *misthosis*-contract has the lessee in the first person and uses either ὁμολογῶ---μεμισθῶσθαι, or simply, μεμίσθωμαι, adapted according to circumstances. The *antimisthosis* has the lessor in the first person and usually uses the verb form ἐξεμίσθωσα or some variation thereof, cf. *P. Michael.* 43.4, *P. Cair. Masp.* I 67107.6. Perhaps the rarity of *antimisthoseis* explains some of the problems the scribes had in drafting them (cf. the summaries that follow), especially in having their addresses conform to the bodies of the contracts.

29 Malz, *Studi Calderini-Paribeni* (above, n. 14) 2.356.

30 A fragmentary example is *P. Lond.* V 1841 descr. It is addressed by the lessor to the lessee (Aurelius Phoibammon, son of Triadelphus) and uses the verb μεμίσθωκα. This turns out, after all, not to be "contrary to the usual Byzantine practice" (ed., descr.). Rather, this is a lease in the rarely surviving *antimisthosis* format. Interpreting *P. Cair. Masp.* I 67066, which is not an *antimisthosis*, but an affidavit concerning one, poses something of a problem. The lessee seems to have been charged by the lessors, the κληρικοί of the Church of Holy Mary (cf. *P. Cair. Masp.* III 67283 II 6; *P. Michael.* 45.29; *P. Flor.* III 297.92, 242; *P. Lond.* IV 1419.533, 833; Wipszycka, *Ressources* (above, n. 22) 51 and n. 1) with having extorted an *antimisthosis* from them. His guarantor avers the contrary: it was freely given. In either case, it is hard to visualize the larger scenario of which this must have been a smaller piece.

therefore be worthwhile to summarize the few leading examples with comments.

1. *PSI* IV 283 (Choiak 24/December 20, 550), though not assuredly labeled an *antimisthosis*,[31] is undoubtedly one by form and content. The lessor is Flavius Alexander, a man of high rank (an *illustris*) and of presumable, but undeterminable, high government function. He is an absentee, possibly of Antaeopolite or (better) Antinoopolite residence or origin ('Αντ[, line 6). He may in *PSI* IV 283 be working through an agent.[32] The lessee is Aurelius Phoibammon, son of Triadelphus, συντελεστής of Aphrodito.[33] The body of the lease opens, as expected of such an *antimisthosis*, with the verb ἐξεμισθώσαμεν.[34] It is for an open-ended term, ἐ]φ' ὅσον χρόνον (line 9),[35] beginning "from the fruits of the, D.V., coming fifteenth indiction." The arouras that are leased out were formerly owned by a *politeuomenos*, now deceased (πολιτευσαμένου, line 13),[36] and are located in the field (πεδιάς) of Phthla (line 14), to the east (of Aphrodito?). The lessee can sow the land with whatever he pleases and is to farm it with his own animals and at his own expense. He is to pay an annual rent in kind (in wheat and barley) "in our *phorikon* (φορικόν) measure" (line 20),[37]

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31 It may be suspected that the reading 'Αντιν[- (line 24) really cloaks the beginning of ἀντιμίσθωσις.

32 Cf. line 6; reading doubtful but not unlikely.

33 *BASP* 17 (1980) 145-54, *P. Vatic. Aphrod.* 10.

34 The plural poses a slight problem. Is a co-lessor's name lost in the damaged address of the document? Or does the plural take into account Alexander *and* his agent? Or is this simply an example of the formal use of the plural (for singular)? Cf. ἡμῶν, line 20.

35 It might be expected that absentee landlord/middlemen leasing arrangements would be for open and for longer terms than ordinary local leasing arrangements (cf. *Atti XVII Congresso* 961), but the evidence is too scarce for confident generalizing. Some is deployed below, esp. pts. III and VII; see also n. 44.

36 For *politeuomenoi* as absentee landlords at Phthla, cf. the example of Flavius Panolbius (n. 16 above); also below, pt. III for fuller discussion.

37 The landlord's control over the measure to be used for receiving payments in kind is apparently significant, see *BASP* 17 (1980) 148, cf. *P. Cair. Masp.* II 67133, *P. Flor.* III 281. The meaning of φορικῷ when applied to μέτρῳ has not yet been decisively worked out. The editor of *P. Mich.* XIII 667 translates φορικῷ (line 16) as if it modifies σιτοῦ, not μετρῷ, therefore as "corn rendered as rent." (This, by the way, is valid for *P. Mich.* XIII

but is entitled to reduction thereof in the event of a poor flood. There is to be an additional payment of wheat and barley per aroura πρὸς [ἀν]αμέτρησ[ιν σ]χοινίου.[38]

2. *P. Michael* 43 (Payni 14/June 8, 526) has been summarized on several earlier occasions.[39] Two factors have contributed to its survival. First, its first half (lines 1-12) is an *antimisthosis* (cf. lines 23-24) from the papers of the lessee, Phoibammon, son of Triadelphus (see above). Second, its second half is an additional agreement (προσομολογῶ, line 12), a loan (προχρεία, cf. lines 22, 24) of money and grain from the lessee to the lessor. This is an unusual combination in a single document, giving the lessee, as loan creditor, good reason for wanting to have and to retain his own copy of the record of the double transaction.

To restrict discussion to the first part of *P. Michael.* 43: the body of the document is framed as if the lessor (and debtor) were Flavius Samuel,[40] soldier of the *numerus* of the Ptolemaite nome,[41] himself originating from the village of Tanyaithis of the

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666.24 where σιτοῦ *is* modified by φορικοῦ, cf. *LSJ*[9] *s.v.*) Possibly, a landlord's *phorikon metron* was the one he used primarily for measuring the rent (φόρος) that was his due, i.e., his "measure for rent payments." Or it was a "portable measure" as opposed to one too big to move (*P. Mich.* XIII 644.13-14 n., cf. *P. Vatic. Aphrod.* 9.14: μεγάλῳ μέτ̣ρ̣[ῳ). Or perhaps the adjective is a formation from the loanword φόρον (Lat. *forum*) and the measure was accordingly an approved "commercial" measure. Cf. L. R. Palmer, *A Grammar of the Post-Ptolemaic Papyri* I (London 1946) 15-16, 34-39 for such formations.

38 "In accordance with the measurement" (*sc.* of the land in question) because in the lease's written form the land's "area is not specified"--thus, *P. Lond.* V 1693.10 n., cf. *P. Vatic. Aphrod.* 1.20 n., *P. Cair. Masp.* I 67104.12 n. A problem is that ἀναμέτρησις strictly refers to a "*re*-measurement"; literally what is expressed in this phrase is: "in accord with the (survey) rope's remeasurement." The reference is apparently not to any general survey of Aphroditan or Antaeopolitan land plots (for which, cf. *P. Lond.* V 1674.34 n., 1686.17 ff. and nn. on 17 and 20), but to the use of a knotted rope to survey and assess the promise of the year's standing crops before harvest, a practice dating back to Pharaonic times. Cf. William J. Murnane, *The Penguin Guide to Ancient Egypt* (Harmondsworth 1983) 26.

39 *P. Michael.* 43 intro., J. Herrmann, *Chr. Eg.* 32 (1957) 125-27, J. G. Keenan, *BASP* 17 (1980) 145-47.

40 But in the address (see lines 3-4) the lessors are apparently working διά Samuel; they may be his daughters, mentioned in *P. Michael.* 44.7, cf. 43.2 n.

41 *P. Michael.* 43-44 (with 43.2 and 3 nn.); *P. Mich.* XIII 670 and 4-5 n.; *P. Vatic. Aphrod.* 14 and notes to lines 6 and 6-7.

Lessor Apollonopolite,[42] a "slow signer." The lessee is, once again, Aurelius Phoibammon, son of Triadelphus, of Aphrodito. Samuel is the grammatical subject of ἐξεμίσθωσα (line 4). The lease is of a 28-aroura farm[43] in Aphrodito's eastern field, apparently verging on the field of the neighboring village of Thmonachthe (line 6), for an 8-year term.[44] Phoibammon is to cultivate the land at his own expense and with his own animals at a base rent of 5 artabas (2/3 wheat, 1/3 barley) (per aroura). There is reference to hay (line 8), to rent reduction in case the Nile falls short of this plot of land, to the payment by Phoibammon of certain standard Aphrodito lessor perquisites[45]--cheeses, *lapsane*;[46] birds of some sort, for Easter or another feast day[47]--and

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42 *P. Mich.* 670.4-5 n., and cf. for this village's Aphrodito links (in addition to the citations in the preceding note): *P. Cair. Masp.* III 67301 (and line 10 n.), 67303, cf. I 67082 (for the village), *P. Freer* 1 II 28 (for the nome, perhaps), 2 I 29, *P. Flor.* III 297.201 (for the nome's metropolitan church).

43 [γεώργιο]ν, line 5, τὸ (*sic*) κλῆρον, line 9, though the description of the land, with its date palms (line 6), other fruitbearing trees (line 12) and appurtenances, better accords with the land's being labeled a κτῆμα. For a detailed κτῆμα description, see *P. Mich.* XIII 666.7 ff.

44 Not open-ended (cf. *PSI* IV 283, *P. Flor.* III 282 [perhaps], 283, *P. Cair. Masp.* I 67109), but long-term when compared with the majority of Aphrodito land leases. Most of these were short-term, of one to three years' duration (one year: *P. Cair. Masp.* I 67101, 67112; *P. Flor.* III 281, 286, 342; *P. Lond.* V 1688, 1692a, 1694, 1697; *P. Michael.* 48; *PSI* VIII 931; two years: *P. Cair. Masp.* I 67107, II 67235; three years: *P. Cair. Masp.* III 67300, 67325 IV *r*; *P. Ross. Georg.* III 33). A few were for four- to six-year terms (four years: *P. Flor.* III 279, *P. Mich.* XIII 666, *P. Vatic. Aphrod.* 1; five years: *P. Lond.* V 1695, *P. Ross. Georg.* III 36; six years: *P. Cair. Masp.* III 67301). One lease is for a ten-year term (*P. Cair. Masp.* I 67104, a vineyard).

45 Cf. *P. Cair. Masp.* I 67107 and line 18 n., III 67300; *P. Köln* II 104; *P. Lond.* V 1694 (with line 22 n.); *P. Michael.* 43, 46; *P. Vatic. Aphrod.* 1.35-37 (and pertinent notes).

46 *P. Lond.* V 1694.22 n., *P. Cair. Masp.* III 67289.11 n., D. Hagedorn, *ZPE* 13 (1974) 137-38. "Charlock," a mustard-like herb, ordinarily grew wild. It was not necessarily "cultivated on occasion" (H. I. Bell *ad P. Lond.* V 1694.22). Rather, an Arabic source, now available in translation (R. S. Cooper, *Ibn Mammati's Rules for the Ministries*, diss. Berkeley 1973, see p. 110), indicates that *lapsane* grew amid the cultivated crops and had to be weeded out, normally during the month of Tybi.

47 See D. Hagedorn, *ZPE* 13 (1974) 138-39, *P. Vatic. Aphrod.* 1.36 and 36-37 nn. Cf. the "ceremonial renders" of the medieval English tenant to his lord: G. Homans, *English Villagers of the Thirteenth Century* (repr. New York 1975) 268-69. For a modern parallel: the "gift" of two dozen eggs that figures in Ignazio Silone's novel *Fontamara* (tr. E. Mosbacher, New York 1981).

to the fifty-fifty sharing out of the produce of the farm's fruitbearing trees.

3. A third example is *P. Cair. Masp.* I 67107,[48] of the fourth indiction, from the fourth day of an uncertain month and year (cf. line 1 n. for the possibilities). The lessor here is John, son of John. He works through an agent.[49] The lessee is Aurelius Besarion, Apollos' brother. Both contracting parties are apparently Aphroditans.[50] The verb ἐξεμίσθωσα is used (line 6) and the label ἀντιμισθη appears twice (lines 18, 20). The lease, for a two-year term, is for a farm (γεώργιον) of indefinite area located in the southern field of Aphrodito ἐν κλήρῳ $\overline{\text{Νεμπκτητος}}$.[51] The lessee is to farm the land at his own expense and with his own animals. He is to pay an annual rent in kind (amounts lost) and in money and additional perquisites of cheese and *lapsane*.[52]

III. Absentee Landlords in *P. Cair. Masp.* III 67327

A good starting point for considering absentee secular landlords in the Aphrodito papyri, in particular for the neighboring village of Phthla, is a text already partially excerpted and summarized: *P. Cair. Masp.* III 67327. Surviving dates on this series of rent receipts are Mesore 3 (July 27) and Thoth 27 (normally September 27) of a third indiction. The land at issue in each receipt is located in the arable area of Phthla. The rent-payer throughout is Apollos, son of Dioscorus. The names of seven

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48 Related papyri are *P. Cair. Masp.* I 67114, II 67240, and *P. Ross. Georg.* III 33; see Malz, *Studi Calderini-Paribeni* (above, n. 14) 2.356. Cf. below, n. 130.

49 The use of an agent suggests that John, whether or not an Aphroditan, was an "absentee" to the extent that he did not directly oversee his own land; see next note. The agent, Senouthes, son of Apollos, was a well-connected Aphroditan (for refs., *P. Michael.* 51, *P. Mich.* XIII 659 intro.) who frequently acted in concert with members of Dioscorus' family. Presumably, therefore, γεωργ/ (line 20 subscription) is not to be resolved as γεωργ(οῦ); rather it refers to the *georgion* (cf. line 8) whose leasing the document records. Probably resolve as γεωργ(ίου), objective gen. dependent on ἀντιμίσθ(ωσις).

50 ἀμφοτερ/, line 5; but in what case the abbreviation should be resolved and to which two of three parties mentioned in the address it refers, are uncertain. It might just as easily refer to Besarion and the agent as to John and Besarion. The address is evidently a bit confused, cf. n. 28 above.

51 The same land plot figures in *P. Ross. Georg.* III 33.

52 Cf. restorations proposed in *P. Lond.* V 1694.22 n.

rent-receiving landlords survive in whole or in part. In their order of appearing in the papyrus, they are:

1. NN., son of Gennadius, from Antaeopolis.
2. The heirs of Cyrus, deceased *politeuomenos*.
3. Flavius John, *politeuomenos* of Antaeopolis.
4. Flavius Megas, former *defensor* of Panopolis.
5. Flavius Nemesianus, *scholasticus*.
6. Flavius Colluthus, son of Ammonius, *scriniarius*.
7. The heirs of Aeneas of blessed memory.

Worth remarking is that two of these landlords (**1**, **3**) are explicitly designated as being of Antaeopolite origin. Cyrus' heirs (**2**) are likely to have been so as well.[53] One (**3**) is a *politeuomenos (curialis)*, another set of landlords (**2**) are a *politeuomenos'* heirs. Comparable are Flavius Panolbius, another Antaeopolite *politeuomenos* owning Phthla land, and the *politeuomenos* who had owned the Phthla land that Flavius Alexander later leased out in *PSI* IV 283.[54] Possible links between the landowning *politeuomenoi* who were Antaeopolites and "the great landlords of the city" (οἱ μεγάλοι κτήτορες τῆς πόλεως), presumably Antaeopolis, are uncertain.[55]

The remaining three *P. Cair. Masp.* III 67327 landlords whose titles survive (**4-6**) may be described as middle-level imperial bureaucrats, one (**4**) who as *defensor* had been based in Panopolis, the other two (**5**, **6**) who were probably operating out of the provincial capital in Antinoopolis. Of these three, the *scriniarius* Flavius Colluthus (lines 37 ff.) is known from another Aphrodito rent receipt, *P. Lond.* V 1702. This receipt is also made out to Apollos, son of Dioscorus, with Apollos' son Menas acting for him and another Apollos acting as agent for Colluthus. The latter Apollos is presumably the same Apollos, though differently titled,[56] who worked for Colluthus in *P. Cair. Masp.* III 67327. *P. Lond.* V 1702 is for a sixth-indiction payment (no specific date given); whether this sixth indiction preceded or followed *P. Cair. Masp.*

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53 Cf. *P. Cair. Masp.* II 67134.2, restored by Malz, *Studi Calderini-Paribeni* (above, n. 14) 2.351.

54 See *PSI* IV 283.13; for Panolbius: *P. Cair. Masp.* I 67113, *P. Flor.* III 281, *P. Lond.* V 1689.

55 *P. Cair. Masp.* I 67060 = *W. Chr.* 297 (see line 2).

56 In *P. Lond.* V 1702.1, 6, he is λογοφόρος; in *P. Cair. Masp.* III 67327, he is παῖς (lines 36, 42, 46) and προνοητής (line 36).

III 67327's third indiction is unsure. Either alternative, but especially the former, would establish the existence of more than a short-term leasing arrangement (ἀκολούθως τῇ μισθώσει--*P. Lond.* V 1702.4;[57] the formula does not occur in the corresponding section in *P. Cair. Masp.* III 67327) between Colluthus and Apollos.

P. Lond. V 1702 is more specific in its identifying the Phthla land Colluthus rented out to Apollos, son of Dioscorus, but the section of *P. Cair. Masp.* III 67327 in which Colluthus figures (lines 37-48) is otherwise more complicated than the rest of the receipts in the 67327 series.[58] This is because Colluthus, through his agent, collects not just for himself, but proportionately for a share to which his own father, Ammonius, and mother were entitled (see line 40).[59] Colluthus, his father and mother evidently shared ownership of some Phthla land. Still further, Colluthus in this receipt, through his own agent, also collects rent in behalf of the heirs of one Aeneas on another, full share of Phthla land.

The extent of Colluthus' holdings (his own and his parents') in Phthla is unknown, as is whether he owned land in other locales. The *possibility* of a man of his position owning more land is raised

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57 A minimum of three years if the third indiction of *P. Cair. Masp.* III 67327 preceded the sixth indiction of *P. Lond.* V 1702; if the opposite, then a minimum of twelve years (not out of the question: see discussion of Flavius Cyrus and his heirs below). Bear in mind, too, that the lease-agreement mentioned in *P. Lond.* V 1702.4 was probably reached, at latest, in the calendar year before the sixth-indiction rent payment it records.

58 *P. Cair. Masp.* IV 67327 does include the detail that the arouras leased to Apollos were ἄνυδροι (cf. lines 2, 8, 23, 33, 39--seemingly all the land concerned in 67327 was *anhydros*; for the term, see the detailed excursus in *P. Ross. Georg.* III, pp. 247-52); but *P. Lond.* V 1702 indicates that the arouras leased to Apollos by Colluthus were named: they were καλούμεναι (read καλουμένων?) Λεμλιμ Ἀγταί̣[ο]υ̣. Cf. *P. Cair. Masp.* III 67327.17 (from one of the other receipts in the series, not the receipt to Apollos from Colluthus): λεγομενη Ιαλεμλιμ. The conflicting readings beg an attempted resolution; in particular, in *P. Lond.* V 1702, Ἀγταί̣[ο]υ̣ is clearly problematic and may be suspected of hiding some version of ἀνύδρου (or -δρων). Mr. T. S. Pattie has kindly reexamined the original papyrus and reports (letter of November 19, 1984) the *possibility* of reading: καλουμένου (followed by a vertical stroke) Λεμλιμ ἀνύδρου. This no doubt advances the original reading, but Mr. Pattie notes the persistence of difficulties with the reading in its new form.

59 Presumably, this explains the inclusion of Colluthus' patronymic. Patronymics are missing, where they might be anticipated, in lines 12, 21, 31 of *P. Cair. Masp.* III 67327.

by *P. Cair. Masp.* III 67312, the will of Flavius Theodorus, *exceptor* of the ducal *officium* of the Thebaid, drawn up by Dioscorus during his stay in Antinoopolis, *ca.* 566-573. Theodorus had owned land in three nomes at least (Hermopolite, Antinoopolite, Panopolite), and apparently more.[60] He was evaluated by A.H.M. Jones as "a man of rank and substance."[61] Jones elsewhere remarks[62] that the "standard of wealth of *cohortalini* naturally varied according to the grade of service which they occupied, and the importance of the province." Colluthus' position as *scriniarius* may well have been comparable to Theodorus' as *exceptor*,[63] and it is by all means possible that Theodorus was a later member of the *officium* to which Colluthus had earlier been attached.

To return to the first three rent-receivers of *P. Cair. Masp.* III 67327, those of the Antaeopolite/*politeuomenos* category: the two whose identities remain intact are known from other documents. The simpler case is presented by Flavius John, *politeuomenos* of Antaeopolis, who is known from *PSI* VIII 935, a second-indiction rent receipt (specific date lost), apparently from the year immediately preceding *P. Cair. Masp.* III 67327.[64] *PSI* VIII 935 confirms the existence of a lease-agreement (lines 2-3) between John and Apollos, son of Dioscorus. The Phthla land that is subject to the lease is in the *PSI* text described rather generally as being ἄνυδροι arouras of the *kleros* Πιασε πετίου (read πεδίου) κώμης Φθλᾶ. More specific is *P. Cair. Masp.* III 67327 which indicates that the arouras are "in diverse locales" (ἐν διαφόροις τόποις,

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60 Note especially lines 56-58: ἀκίνητα πράγματα κατά τε τὸν Ἑρμου|πολίτην καὶ Ἀντινοΐτην καὶ Πανοπολίτην τοὺς νομοὺς | ἢ καὶ κατ' ἐτέρους ὡς διάγειται (read -κειται) τόπους.

61 *Later Roman Empire* (Oxford 1964) 599.

62 *Ibid.*, 595.

63 *Scriniarius* was the more generic label (based on the Latin *scrinium*, cf. *officialis/officium*), *exceptor* the more specific. See, however, R. A. Coles, *Reports of Proceedings in Papyri* = *Pap. Brux.* IV (Brussels 1966) 25 and n. 2. Worth remark is that Theodorus was the son of a deceased *scholasticus fori provinciae Thebaidos* (lines 6-7; cf. Flavius Nemesianus, the *scholasticus*/ landlord in *P. Cair. Masp.* III 67327.31-35). A principal in *P. Lond.* V 1714 is another Flavius Theodorus, *exceptor* of the ducal *officium* of the Thebaid and an Antaeopolite landlord (γεουχῶν). He is the son of Menas, *scriniarius* of the same *officium*. Clearly, Colluthus and these individuals moved in the same social, political and economic circles.

64 *BASP* 20 (1983) 127-34, esp. 130.

line 16) and proceeds to name two of them.[65] John's agent in both receipts is Phib, son of Dius; since Phib is *agrammatos*, the priest Victor, son of Psaios, agent of Flavius Cyrus (and then of Cyrus' heirs), writes in Phib's behalf.[66]

Most fully evidenced of the *P. Cair. Masp.* III 67327 landlords, however, is Flavius Cyrus, *politeuomenos* of Antaeopolis. The major references[67] are:

1. *PSI* VIII 935 (cf. *BASP* 20 [1983] 127-34). Cyrus is incidentally mentioned as the master (κύριος) of his προνοητής, Victor, Psaios' son, who writes this second-indiction rent receipt in behalf of the agent of Flavius John, namely, Phib, son of Dius.

2. *P. Cair. Masp.* II 67135 (rev. Malz, *Studi Calderini-Paribeni* [above, n. 14] 2.351-52, cf. *BASP* 20 [1983], esp. 128 n. 6). Probably from the same second-indiction year as *PSI* VIII 935, this papyrus establishes the existence of a lease-agreement (lines 4-5, with *BASP* revision) between Cyrus and Apollos, son of Dioscorus, of Aphrodito, and of Cyrus' ownership of land in the territory of Phthla.

3. *P. Cair. Masp.* III 67327.5-12 (see above, pt. I). The very next year (Mesore 3, third indiction), Cyrus' heirs, through the agent Victor, acknowledge receiving rent from Apollos for Phthla land "in diverse *topoi*" (ἐν διαφόροις τόποις). The lease-contract is again referred to (line 10).

4. *P. Cair. Masp.* II 67134 (with Malz, *Studi Calderini-Paribeni* 2.351).[68] From an eleventh indiction, this piece introduces yet further complexity into the Cyrus-Apollos relationship. It is Cyrus' sons (no doubt the "heirs" of 67327) who in this rent receipt are the addressors; they continue to employ Victor as their agent.[69] The addressees are now Apollos' heirs, represented by his son, Dioscorus, and his in-law, Phoibammon.[70] Three land plots

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65 The first is damaged, [.]ερμους (line 17); the second has been mentioned above, see n. 58.

66 *BASP* 20 (1983) 127-34.

67 Cf. also *P. Cair. Masp.* II 67139 VI *v* 4.

68 Malz's restoration (*Studi Calderini-Paribeni* [above, n. 14] 2.351) of line 2 is a good advance over Maspero's, but still not decisive despite the references to *P. Cair. Masp.* III 67327.13 and 6: τῆς Ἀνταιοπολιτῶν may be expected after the title of a living *politeuomenos*, but is not standard for one who was deceased, πο̣λι̣τ̣ευσα̣μέν[ου], line 1.

69 *BASP* 20 (1983) 127-34.

70 γαμβροῦ, restored by Malz, *loc. cit.* (above, n. 68) after *P. Cair. Masp.* I 67108.7.

seem to be at issue in this receipt: one in the *kleros* of Apa Onnophris; another "outside the dike" (ἔξω τ[οῦ χώμα[τος) under Dioscorus' control; and another "inside the dike in the *topos Ibrion*" (ἔσω τοῦ χώματος ἐν τῷ τόπῳ Ἰβρίων) under Phoibammon's control. If it is assumed that the eleventh indiction of *P. Cair. Masp.* II 67134 is the one closest following Apollos' death in 546/47 (this is not a compulsory assumption), then *P. Cair. Masp.* II 67134 dates to the indictional year 547/48 and, to narrow the limits, to a rent-paying month in the 548 calendar year. A backward reckoning from this date, and use of the narrowest possible time spreads, result in dates of 538/39 for *P. Cair. Masp.* II 67135 (similarly for *PSI* VIII 935) and July 27, 540, for *P. Cair. Masp.* III 67327.5-12. This would further result in a placement of Cyrus' own death at some time after the rent-paying season in 539, but before July 27, 540. Since the lease that *P. Cair. Masp.* II 67135 cites would have to have been drafted, at latest, in 538 (since rent is paid on it in 539), the leasing arrangement between Cyrus' family and Apollos' would have to have lasted at least ten years.[71] To schematize this:[72]

Date	Event
538	Latest possible year for contracted lease from Cyrus to Apollos
538/*39*	Earliest attested rent payment from Apollos to Cyrus (*P. Cair. Masp.* II 67135)
539/40	Cyrus' death
July 27, 540	Rent payment from Apollos to Cyrus' heirs (*P. Cair. Masp.* III 67327.5-12)[73]
[546/47	Apollos' death][74]
547/*48*	Rent payment from Apollos' heirs to Cyrus' sons (*P. Cair. Masp.* II 67134).

71 Cf. Gascou, *Grands domaines* (above, n. 4) 9 n. 29.

72 In this schema (and the one below in pt. VII), the italicized digit in an indictional year dating is that part of the indictional year in which the specified event is more likely to have occurred; e.g., 538/*39* indicates that the event occurred during the 538/39 indictional year, but in fact likely occurred in that part of the 539 calendar year which overlapped the 538/39 indictional year.

73 Dating *P. Cair. Masp.* III 67327 to 540 effectively removes it from the ambit of the archive of Flavius Panolbius (*PSI* VIII 935 intro.) and brings *PSI* VIII 935 (and the rent receipts that are tied to it) from the late fifth- to early sixth-century date proposed by the *PSI* editor down to the 530s or 540s. Cf. *BASP* 20 (1983) 127 n. 3.

74 Apollos' year of death: cf., e.g., *P. Vatic. Aphrod.* 7 intro.

5. To fit *P. Cair. Masp.* III 67326 into the above schema poses serious difficulties. It has been from the very first proposed, and till recently generally accepted,[75] that the *grammatikos* Cyrus whose heirs are the rent-receivers of *P. Cair. Masp.* III 67326 is identical with the *politeuomenos* Cyrus who figures in the other documents.[76] But there are problems with this identification, whether or not the above schema is correct (or even nearly so).

By *P. Cair. Masp.* III 67326, the heirs of the *grammatikos* Cyrus through the agency of Christodorus, son and heir of bishop Cephalon, acknowledge to Apollos the *protokometes*, from Aphrodito, receipt of full rent payment on Phthla land for the second indiction. Favoring the identification of this Cyrus with the other are, of course, their names, their social standing (a *politeuomenos* might conceivably have been a *grammatikos*, and vice versa), their ownership of Phthla land, and their leasing it to the same man, Apollos of Aphrodito. Against the identification are the difference in titling and the fact that in every other document the agent for Cyrus the *politeuomenos* and his heirs is the priest Victor, son of Psaios. There is the further problem of which second indiction *P. Cair. Masp.* III 67326 belongs to. If the Cyruses are identical, the second indiction, by the above schema, cannot be 523/24 (Cyrus was still alive then) or 553/54 (by which time Cyrus and Apollos both were dead); and an indictional year 538/39 would not make sense. How, in that case, would it be possible to explain the existence of two separate rent receipts (*P. Cair. Masp.* III 67326, II 67135) for dues on the same land(?) issued through two different agents (Christodorus and Victor)? Is it chronologically possible for Cyrus to have been alive during 67135's date in the second indiction, but deceased by the time of 67326 in the same indiction? Perhaps so, but it cannot be proven.

These problems vanish, however, if the Cyruses are not considered identical and if Cyrus the *grammatikos* is considered to have been yet another of Apollos' absentee landlords. In that event, the title *grammatikos* would not only, as was customary, have

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75 *P. Cair. Masp.* III 67326.1 n. ("sans doute"); accepted, J. G. Keenan, *Atti XVII Congresso* (above, n. 1) 961 and elsewhere.

76 For the *grammatikos* Cyrus: *P. Freer* 1 V 2 n. (p. 28).

served to specify the identity of this Cyrus; it would also have distinguished him from the homonymous *politeuomenos*.[77]

IV. A Word on the "Land Market" at Aphrodito

It is true, if simplistic, to say that land was acquired at Aphrodito, as elsewhere, either through inheritance or by sale. In the tracing of such acquisitions, one is helped by the typically agrarian tendency of land plots (and other properties) to retain the names of former owners; thus the many λεγόμενος, καλούμενος, and πρότερον expressions in the Aphrodito papyri[78] in addition to the frequent appearance of the word κληρόνομος, "heir."[79] There are of course actual wills[80] and documents of sale[81] among the Aphrodito papyri, but these are relatively scarce (wills, especially) and would tell very little about the movement of landed property at Aphrodito were they not supplemented by a variety of casual references in the documents. Principal among these are *allusions* to wills[82] and subsequent property divisions (μερισμοί),[83]

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77 The identification might be salvaged if κλ(ηρόνομοι) can be read in the beginning of *P. Cair. Masp.* II 67135.1; Κῦρος would then be gen. for nom. (for Κῦρος as both nom. and gen. in Victor's declensional "system," see *BASP* 20 [1983], esp. 133 n. 20). But see *BASP* 20 (1983) 128 n. 6 and *P. Cair. Masp.* II, pl. II, where Φλ/ looks certain.

78 Whether all such expressions refer to former owners cannot, however, be proven. Cf., nonetheless, *P. Flor.* III 286.17-19, *P. Lond.* V 1689.13 for *legomenos* phrases; *P. Mich.* XIII 659.145, 668.4, *P. Michael.* 45.18-19 for *kaloumenos* phrases; *P. Lond.* V 1690.9-10, cf. perhaps *PSI* IV 283.12-13, for *proteron* phrases. See also the conflations of *kaloumenos* and *proteron* phrases in *P. Cair. Masp.* I 67087 (in its *YCS* 28 re-edition cited above, n. 8), line 7, and in *P. Lond.* V 1841.11. These are just a few examples among many

79 Again, a few examples for many: *P. Cair. Masp.* I 67109.5, II 67240.2, III 67326.1, 67327.44; *P. Flor.* III 281.12-13; *P. Lond.* V 1693.6-7; *P. Michael.* 45.31-32.

80 *P. Cair. Masp.* II 67151, III 67312, both of which, however, are products of Dioscorus' notarial work in Antinoopolis, *ca.* 566-573.

81 *P. Cair. Masp.* I 67097 *r*; *P. Lond.* V 1686; *P. Michael.* 45; cf. L. Papini, *Atti XVII Congresso* 767 ff.

82 *P. Michael.* 45.20-21, sale of pasturages owned ἀπὸ δικαίας διαδοχῆς τοῦ ἡμῶν πατρός; *P. Vatic. Aphrod.* 1.9-10, lease of share of a *ktema* owned ἀπὸ δικαίας κληρο[νομίας, cf. lines 14-15. See also *P. Lond.* V 1697.8-9: (*sc.* ἀρούρας, line 5) περ]ιελθούσας [εἰς σὲ παρὰ τῶν] σῶν γονέων.

83 *P. Michael.* 45.20-21 (ἀκολούθως---μερισμῷ), *P. Vatic. Aphrod.* 1.14-15 (πρὸς τὴν δύναμιν τῆς ἐγγράφους [*sic*] διαθήκης καὶ μερισμοῦ).

whose documents have not survived, in documents which have survived (most notably in leases). In addition, the extant papyri evidence a rich vocabulary pertaining to property rights transmitted through inheritance;[84] likewise, there are a number of references to property rights acquired through contracts of sale.[85] Sometimes, a word or two were sufficient to make the point; at other times, longer phrases were used. The latter had a tendency to become formulaically stereotyped, producing, at times, grammatical anomalies in the drafting of documents.[86]

In other words, the evidence for land transfer at Aphrodito is not restricted to direct sales and wills, but is widened by the indirect testimony in other types of documents. Such references to earlier inheritances or sales in later contracts (sales, wills, leases, etc.) were apparently more than incidental: they were meant to establish the "pedigree" of the property in question, and in particular, the right of the current vendor or lessor to do with it what he was doing. The citations are clearly practical in intent: they establish only the current right to dispose, they do not delve into a land plot's genealogy any deeper than to its immediate antecedents. These allusions may indicate, further, that these bases of transfer--sale and inheritance--were firmer than those provided by other, less conclusive modes of transfer, for example, the so-called transfers of taxation that appear among the Aphrodito papyri.[87]

By these last-named documents, the responsibility for paying taxes to the village's public account (δημόσιος λόγος) was transferred by the land's owner to another party. These transactions

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84 E.g., κτῆμα-μητρῷον: *P. Cair. Masp.* II 67235 frag.; κτῆμα-πατρῷον: *P. Cair. Masp.* I 67097 *r*; 1/3 share of a pottery-γονικόν: *P. Cair. Masp.* I 67110, also with reference to an ἔπαυλις-γονική; share of a walled χώρημα-γονικόν: *P. Lond.* V 1691; pasturages (βοσκήματα)-πατρῷα: *P. Lond.* V 1692; ἄρουραι-γονικαί: *P. Lond.* V 1693.

85 See *P. Flor.* III 279.8-10, *PSI* VIII 934.3-5, *P. Vatic. Aphrod.* 1.16. Cf. *P. Cair. Masp.* I 67111.15: ἀπὸ συγγραφῆς παραχωρήσεως.

86 *P. Flor.* III 279.8-10: τὸ ὑπάρχον---ἀγορασθεῖσας, ὑπάρχον calling for an antecedent like γεώργιον or κτῆμα, ἀγορασθεῖσας presuming an antecedent ἀρούρας; *P. Vatic. Aphrod.* 1.16: ἀγορασθέντων (*sic*)---ἀρουρῶν.

87 ἐπιστάλματα σωματισμοῦ: see *P. Cair. Masp.* I 67117-19, *P. Ness.* III 24 intro., Gascou, *Grands domaines* (above, n. 4) 11 n. 42.

were not technically sales--they are labeled παραχωρήσεις[88]--but they apparently conveyed powers similar to that of ownership,[89] including (as perhaps demonstrated by *P. Cair. Masp.* I 67111) the right to lease out the transferred property to a third party. The re-registration of the land in the name of the transferee was a regular, and perhaps the principal, part of the process.

Such transfers may at times have been motivated by considerations of mutual convenience and self-interest (thus, apparently, in *P. Lond.* V 1686); but the documents also show that, as might have been anticipated, the element of compulsion, duress or necessity (ἀνάγκη) sometimes came into play.[90] Similarly, losses of land through foreclosure[91] or land transfers or sales (under value) in "hard times" (καιροὶ στενώσεως)[92] may indicate--however thin the evidence--that at Aphrodito, "[a]lthough land was salable under certain conditions..., it was not generally *for sale*."[93]

Testamentary and other donations of land to monasteries were another matter; they were probably a major avenue for increasing ecclesiastical landholdings.[94] In addition, when wealthy villagers founded monasteries in their own names (Apa Sourous, Apa Apollos), they seem to have endowed them with property from their own personal estates.[95]

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88 E.g., *P. Cair. Masp.* I 67118.33-34, with 33 n., cf. 67088.7, 9, 12; 67111.15 (ἀπὸ συγγραφῆς παραχωρήσεως). See, however, the combination cession and sale at *P. Lond.* V 1686.9-11.

89 Cf. the "cession" (παραχώρησις) of catoecic land in the Ptolemaic and Roman periods and its practical effects, e.g., *P. Tebt.* IV 1100 intro. and line 3 n.

90 *P. Cair. Masp.* I 67088.12, 14.

91 Cf. *P. Mich.* XIII 670 intro., *P. Michael.* 45, *BASP* 17 (1980) 145-54.

92 *P. Mich.* XIII 659.95 ff., cf. *P. Cair. Masp.* III 67333.

93 R. Heilbroner, *The Worldly Philosophers* (repr. New York 1961) 18 (on pre-capitalistic situation in general, Heilbroner's emphasis). Cf. M. I. Finley, *The Ancient Economy* (Berkeley-Los Angeles 1973) 118 ff. (on antiquity in general), J. Rowlandson, "Sales of Land in Their Social Context," *Proceedings of the Sixteenth International Congress of Papyrology* (Chico 1981) 371-78 (Roman Egypt).

94 Wipszycka, *Ressources* (above, n. 22) 29 ff., cf. *P. Cair. Masp.* II 67250 frag., III 67312 (most notably); L.S.B. MacCoull, *Chr. Eg.* 56 (1981) 188-89; discussion below, pts. V and VI.

95 On Sourous: see below, pt. V; Apollos: see esp. *P. Cair. Masp.* I 67096.

V. Monastery-Owned Land

Monasteries owned land in the vicinity of Aphrodito, and not only land, but potteries, oil "factories" and mills.[96] The most important monastic landholder was apparently the Monastery of Apa Sourous. Among other things, it may have overseen before engrossing land located in Aphrodito's western and northern fields--a *ktema* in the *kleros* Τχιῳῦτος belonging to the Monastery of Apa Psentuses, a field "formerly called 'Apa Psentuses'" in the *kleros Pheneos*.[97] But this must have been just the proverbial tip of the iceberg, for L.S.B. MacCoull's Freer papyri indicate that this monastery owned land in more than twenty Aphroditan *topoi*. It also held ownership of a pottery south of Aphrodito, adjacent to another pottery, 1/3 share of which had passed privately by inheritance to the descendants of the monastery's founder, the "ancestor" (πρόγονος) Abba Sourous.[98] Flavius Dioscorus served as middleman-lessee for this monastery, for a land plot (ὄργανον) in the village of Aphrodito's northern field and for a farm (γεώργιον) "called Kerdaleous."[99] The location of the Monastery of Apa Sourous is unknown; the idea that it was located itself in Aphrodito's northern field[100] is *not* supported by *P. Cair. Masp.* I 67087.6, the crucial locus. There διακειμέν[ου] apparently modifies ὀργάνου, not μοναστηρίου. It is the location of the field, not of the monastery, that is crucial to the document's (an affidavit's) context. *P. Cair. Masp.* I 67110, however, at least suggests that, like the Monastery of Apa Apollos founded later on,[101] the Monastery of Apa Sourous was a local monastery with expanding landed interests.

From without Aphrodito, monasteries from the Panopolite, the nome neighboring the Antaeopolite nome where Aphrodito was located, are evidenced as holding land near Aphrodito. Of these, the Zmin

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96 *P. Cair. Masp.* I 67110; *P. Flor.* III 285; *P. Cair. Masp.* II 67139 *r* V 13.

97 *P. Mich.* XIII 667; *P. Cair. Masp.* I 67087.

98 *P. Cair. Masp.* I 67110, see lines 20-21: τὸ γονικὸν---τρίτον μέρος.

99 *P. Cair. Masp.* I 67087, II 67133.

100 *P. Freer*, p. 19, A. Calderini, *Dizionario dei nomi geografici e topografici dell' Egitto greco-romano* 1.2 (Madrid 1966) 333 (hereafter Calderini, *Dizionario*).

101 See esp. *P. Cair. Masp.* I 67096.

Monastery of Panopolis is perhaps better known for its holdings in the *Peraea* of its own nome.[102] Its landed interests in the Antaeopolite near Aphrodito are attested by *P. Lond.* V 1690 (in 527, it leases a farm to Apollos--the farm had earlier had a secular landlord, see lines 9-10) and 1686 (in 564 or 565, it buys from Dioscorus a small plot, three arouras, in the *kleros* of Hieras in the village's southern field). Another Panopolite monastery, that of Apa Senouthes, owned land that it leased out to Phoibammon, son of Triadelphus, land that was located in the arable area of the village of Phthla.[103] It was also the principal beneficiary in the will of Flavius Theodorus, *exceptor* of the ducal *officium* of the Thebaid (*P. Cair. Masp.* III 67312), being named heir to, *inter alia*, land in the Hermopolite, Antinoopolite and Panopolite nomes, and in other locales as well (see lines 53 ff.). Details are unfortunately lacking.

Over the identities of the various religious institutions in the Aphrodito papyri named Michael[104] there is some confusion. A Monastery (τόπος) of Abba Michael was located south of the village (*P. Cair. Masp.* I 67110); it owned a share of some small parcels of land whose tax liabilities were transferred to Dioscorus by the terms set forth in *P. Cair. Masp.* I 67118. Similarly holding land (κεκτημένον) in Aphrodito, and probably an incorporate part of the *Topos*, if not identical with it, was the "Oratory" (εὐκτήριον) ἁ[π]α Χιμαχαηλίου.[105] A Monastery of the Archangel Michael was another acknowledged Aphrodito landlord (κεκτημένον). The nature and extent of its holdings are obscure, but they perhaps included an *epaulis* that was part of a *ktema*.[106]

Finally, the Holy Hospice (ξενοδόχιον) of the Monastery (τόπος) of Apa Dios was, according to *PSI* IV 284, one of Phoibammon, son of Triadelphus' landlords (land location and extent unspecified). The same monastery's "Oratory" (εὐκτήριον) was an

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102 *P. Freer* 1 III 13 n., p. 26; *P. Cair. Masp.* II 67170 (lease of an orchard west of Zmin, see esp. lines 6-7), cf. 67171 (very fragmentary).

103 *P. Freer* 1 III 16 n., p. 21; *P. Ross. Georg.* III 48 with nn.; *BASP* 17 (1980) 145-54.

104 Cf. *P. Freer*, pp. 34-35, refs. in Calderini, *Dizionario* 330.

105 Cf. *P. Freer*, p. 34; *P. Cair. Masp.* III 67297.3 (the textual dilemma is unresolved).

106 *P. Cair. Masp.* I 67111, with some doubt as to detail.

Aphrodito landowner, κεκτημένον, whose holdings included a small plot in the *kleros* Patanoube whose tax responsibility was assumed in 524 by a village contributary (συντελεστής), Aurelius Paulus, son of Psaios (*P. Cair. Masp.* I 67117).

VI. Church-Owned Land

According to Calderini (*Dizionario* 325), the names of twenty-two churches of Aphrodito can be recovered from the papyri. For the (smallest) number of churches functioning at a time in the late 540s, *P. Cair. Masp.* III 67283 is a precious document. Its text is an affidavit (διδασκαλία) co-signed by numerous leading villagers, including the priests of eleven of Aphrodito's churches. The church names are as follows:

1. The Holy Catholic Church (col. ii.1).
2. (The Church) of Holy Apa Promaos, Martyr (ii.2).[107]
3. The Holy Catholic Church of Apostles (ii.3).
4. The Holy Catholic Church of Apa Mousaeus (ii.4).[108]
5. The Holy Catholic Southern Church (ii.5).
6. The Holy Church of Ama Maria (ii.6).
7. (The Church) of the Holy Apa Menas, Martyr (ii.7).
8. (The Church) of the Holy Apa Victor, Martyr (ii.8).
9. The Holy Catholic New Church (ii.9).
10. The Holy Catholic Church of Apa Romanus (ii.10).
11. (The Church) of Holy [Apa] Hermauos (iii.22).

These are all apparently local churches, some of which are attested as having owned land in or near Aphrodito (they may all, in fact, have owned some).[109] For example, the Church of Apa Mousaeus (no. 4 above) owned a farm (γεώργιον) east of the estate (κτῆμα) whose sale is recorded in *P. Cair. Masp.* I 67097 *r*.[110] The Church of Ama Maria (no. 6 above) owned land, some of which was adjacent to

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107 Cf. *P. Mich.* XIII 667.49, Holy *Topos* of Apa Promaos, Martyr.

108 Cf. *P. Mich.* XIII 667.42.

109 Cf. Wipszycka, *Ressources* (above, n. 22) 50-52, for a convenient listing.

110 See lines 9-10. Wipszycka (*Ressources* 50 and 51), in an apparent oversight, applies the reference to two distinct churches, a Holy Catholic Church and the Church of Apa Mousaeus. The beginning of line 10, however, is a continuation of line 9's end. Only one church, therefore, the Holy Catholic Church of Apa Mousaeus, is referred to here.

the pasturages (βοσκήματα) whose sale is recorded in *P. Michael.* 45.[111] The Holy Catholic Church (no. 1 above) may have owned land that it leased out to Phoibammon, son of Triadelphus.[112] Not owned by the Holy Catholic Southern Church (no. 5 above), but rather by its reader (ἀναγνώστης) and his family is the land at issue in *P. Cair. Masp.* I 67088 and 67118.

Somewhat farther afield, the Church of Euphrosynus[113] owned some 13-1/4 arouras which apparently were put out at lease. The land was probably near another of Aphrodito's neighboring villages, Thmonachthe, and not in Aphrodito itself, though possibly near its borders. The Euphrosynus church owned apparently other, small parcels in an uncertain location.[114] The Church of the Antaeopolite Metropolis owned land that it leased out to Phoibammon, son of Triadelphus, and the Church (or Monastery?) of the Three Saints at Antinoopolis owned a farm (γεώργιον) in the *kleros* Ὀστρακίνου leased through Aphrodito's village headmen (πρωτοκωμῆται) to a village shepherd.[115]

The church-owned plot most frequently attested in the papyri, however, is that in the *kleros* of Hieras which was owned by the Holy Catholic New Church (no. 9 above).[116] This was evidently leased out earlier to Besarion, Apollos' brother, and subsequently

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111 See line 29. See Wipszycka, *Ressources* 51 and n. 1 for problems of identification and location and for further references; cf. *P. Cair. Masp.* I 67066 for this church's "clerics" (κληρικοί) as land lessors. *P. Cair. Masp.* I 67061 refers to τὴν μεγάλην ἅμα Μαρίαν, which (*pace* Maspero, line 3 n.) should probably be construed as a topographical reference to a church (ἐκκλησία), and not as referring to a person.

112 *P. Michael.* 49, *BASP* 17 (1980) 151 and n. 26. The doubtful reading of *P. Michael.* 49.1-2 might repay another look.

113 See *P. Freer*, p. 36, Wipszycka, *Ressources* 50-51, for the Church. From other references, it appears that Euphrosynus (or Euphrosynon) should be construed as a toponym, probably for a village near Aphrodito, cf. *P. Cair. Masp.* II 67210.11. In *P. Lond.* V 1684.3-4, the expression ἐν Εὐφροσύνῳ | εἰμί refers to the letter-writer's geographical position, contrasting it with that of Menas: ὁ λαμπρότατος κύριος Μηνᾶς κατῆλθεν εἰς τοὺς ὅρμους. The editor's interpretation of the lines should be emended accordingly.

114 *P. Cair. Masp.* III 67329, esp. line 16; II 67150 (a short account).

115 *P. Flor.* III 289, *P. Cair. Masp.* I 67101.

116 Wipszycka (*Ressources* 50) mentions "des parcelles"; but the evidence, though it may point to a number of parcels in a single *kleros*, seems rather to point to one parcel only.

(perhaps after Besarion's death) to Apollos himself.[117] The details of this arrangement are important because they take the student closer to the heart of the workings of absentee landlordism at Aphrodito and to a level beneath that of the middlemen who seem to have functioned as "wholesalers" in these agrarian relationships. The key documents will be discussed in the next section.

VII. *P. Lond.* V 1694 and 1705

It is below the level of the village middlemen (the likes of Apollos, Besarion, Dioscorus and Phoibammon), about whom the Aphrodito land leases and rent receipts tell a good deal, that the evidence for absentee landowning operations seemingly vanishes. Nevertheless, in *P. Lond.* V there are two documents, one unusual, one unique, which help to fill the void.

Unusual for its accumulation of detail is the land lease, *P. Lond.* V 1694. The lessor here is Aurelius Besarion, Apollos' brother, the lessees are the villagers, Aurelii Mathias and Ibeis (otherwise unknown). The lease is for a one-year term, to begin "from the fruits of the, D.V., eleventh indiction" (lines 6-7). The land is described as a "farm (γεώργιον) of so many arouras located in the arable area of the said village Aphrodito in the holding of Hieras (ἐν κλήρῳ Ἱεράδος)"--lines 8-9. Puzzling to the editor was the phrase (lines 7-8) immediately preceding the land's description: τὸ ἐκμισθωθὲν παρὰ σοῦ (*sc.* Βησαρίωνος) τῇ ἁγίᾳ καινῇ ἐκκλησίᾳ γεώργιον. To quote from his introductory summary of the document: "Probably what is meant is that the land had been leased to the church; but the wording may perhaps suggest that this is a kind of sub-lease and that the lessees, by arrangement with the church, have negotiated it direct with the landlord, the church resigning its own lease in their favor." The editor noted, however, that it was "indeed just possible that τῇ ἁγία ἐκκλησίᾳ" should be "corrected to the genitive" and that the document was "a sub-lease of land leased to Besarion by the church."

This last, least favored interpretation--accurate in substance though still technically incorrect--was supported (and indeed is supported) by reference to *P. Lond.* V 1705, the unique document referred to above. This papyrus records an agreement between the same Besarion and one Victor, son of Sansneous and Maria, to cooperate in cultivating a farm (γεώργιον) "for a two-year term

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117 Cf. Wipszycka, *Ressources* 50 and n. 1.

reckoned from the fruits of the, D.V., coming twelfth indiction" (lines 7-8). The farm is described as "the farm of the Holy New Church, leased out by me, Besarion": τὸ γεώργιον τῆς ἁγίας καινῆς ἐκκλησ̣[ίας] | ἐκμισθ(ωθὲν) παρ' ἐμοῦ Βησαρίωνος (lines 9-10). In introducing this text, the editor was tempted to harmonize its situation with his preferred interpretation of *P. Lond.* V 1694, that Besarion had leased the farm "to the church but that the lease had now expired"; but the Greek of 1705, though not without ambiguity, is decidedly less ambiguous than that of 1694: in 1705 it is clear that the farmland had been leased *to* Besarion by the church. Thus, the editor ends by giving opposite scenarios for 1694 and 1705. In the former Besarion was lessor *to* the church, in the latter he was the church's lessee. The editor seems not to have considered the possibility that the farms of both documents were identical; that Besarion's and the church's respective positions in the two documents were the same; and that the two-year arrangement (from the twelfth indiction) of 1705, albeit in a different mode, might have been in a sense--insofar as Besarion's seeing to the farming of the land is concerned--a continuation of and replacement for the one-year arrangement (from the eleventh indiction) of 1694. But a number of signs now point in that direction.

To start with an *a priori* consideration: the fact that Besarion's younger brother, Apollos, had been something of a local entrepreneur, figuring regularly as a middleman in the papyrus-documents,[118] sets up the likelihood that his elder brother had functioned in similar ways. It is true that there is ambiguity (cf. Bell, *P. Lond.* V 1705 intro.) in whether the participle ἐκμισθωθέν is to be construed as the passive of the active sense ("to put out at lease") or of the middle sense ("to take in lease") of its verb--but only if the participle, and the phrase of which it is the centerpiece, are taken *in vacuo*. If, however, rare as its appearance is, the phrase is construed as a structural substitute for the vocabulary and types of phrases for prior sales (or cessions) and inheritances (and property divisions) discussed above (part IV), then this phrase must be seen as establishing Besarion's right to lease out the land in question. This was a right not founded on his ownership of the land (otherwise, that probably would have been alluded to in *P. Lond.* 1694 and 1705), but rather

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118 *Atti XVII Congresso* (above, n. 1) 957-63, cf. above, pt. III.

on his existing leasehold from the New Church. To this observation should be added another, this one to the effect that although leases of land to monks and other clergy as private individuals are common enough,[119] a lease of land *to* the New Church now can be seen to make no sense in the Aphrodito setting, insofar as it is revealed in the documents. In Aphrodito, churches and monasteries regularly figure as landowners and land lessors, not as lessees.[120]

Another, small point, almost by way of parenthesis, is that exactly parallel to the ambiguous phrasing at *P. Lond.* V 1694.7-8 are the expressions in two Aphrodito "sales on delivery," one for wool, the other for barley:

1. *P. Cair. Masp.* II 67127.9-11

9 ὁμολογῶ
10 ὀφείλειν καὶ χρεωστεῖν τῇ σῇ τιμιότητι
11 ὑ̣π̣ὲ̣[ρ] τιμῆς ἐραίας πραθέντος μοὶ παρ' αὐτῆς

11 read ἐρέας, πραθείσης

2. *P. Ross. Georg.* III 37.9-11

9 ὁμολογῶ
10 ὀφείλειν σ̣οὶ καὶ χρεωστεῖν ὑπὲρ τιμ(ῆς) κριθ(ῆς)
11 πραθ(είσης) μοὶ παρὰ̣ σ̣οῦ

10-11 κριθ(ῶν) πραθ(εισῶν) ed.

In both passages, μοί is being used as a dative of agent with the aorist passive participle of πιπράσκω, cf. τῇ ἁγίᾳ καινῇ | ἐκκλησίᾳ as agent dative in *P. Lond.* V 1694.7-8. But παρά (for classical ὑπό) plus the genitive also commonly expresses agency in the Byzantine papyri. Thus, in the two passages just quoted, there is an obscurity of syntax caused by this apparent doubling of agency expressions. The *P. Ross. Georg.* editor attempts to get around the the dilemma by translating: "Ich bekenne dir als Preis für mir von dir verkaufte Gerste...zu schulden"; but the very type of the document,[121] in which a debtor-seller acknowledges his advance

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119 E.g., *P. Flor.* III 279, lease to a monk.

120 Cf. above, pts. V and VI.

121 Cf. R. S. Bagnall, *GRBS* 18 (1977) 85-96, cf. P. Mich. inv. 3769 in *ZPE* 34 (1979) 142-46, P. J. Sijpesteijn, *ZPE* 62 (1986) 137-40.

receipt of cash for goods he will deliver later on, indicates that the meaning of the *P. Ross. Georg.* excerpt should go something like this: "I acknowledge that I owe you in return for your prepayment for barley sold by me to you..." (similarly, *P. Cair. Masp.* II 67127.9-11). The barley has been paid for, in other words, but not yet delivered. This suggests that the translation for *P. Lond.* V 1694.7-8 should be: "the farm leased out to you (*sc.* Besarion) by the Holy New Church." Odd here, but apparently inescapable, is the notion that, as in the sales on delivery, παρά + gen. is being used to express "*to* you."[122]

To this point of detail, and to the internal considerations sketched just in advance of it, comes more conclusive evidence in the form of three rent receipts whose texts were not available at the time of *P. Lond.* V's editing and publication: *P. Cair. Masp.* III 67307,[123] *PSI* VIII 936 and 937. All three are for rent on land owned by the Holy New Church of Aphrodito in the *kleros* of Hieras. *PSI* VIII 936 is for rents in kind--and συνηθεῖαι, customary perquisites[124]--"in accordance with the lease," ἀκολούθως τῇ μισθώσει,[125] for the (coming) fifteenth indiction. The receipt itself is dated to a day in the fourteenth indiction, but the details are lost in a lacuna. Representing the church is its priest and *oikonomos*, Joseph. The lessee's name has been lost, but can with a degree of likelihood be supplied from the address of the next receipt, *PSI* VIII 937, as Apollos, son of Dioscorus. This receipt, *PSI* VIII 937, is dated to Mecheir 13 (February 7) of

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122 Perhaps for σοῦ, read σοί or σέ? The reading, verified against a photograph kindly arranged for by Mr. T. S. Pattie, is apparently correct.

123 With the essential revision by G. Malz, *Studi Calderini-Paribeni* (above, n. 14) 2.353-54.

124 I.e. (presumably), those items spelled out in certain landleases as cheese, charlock (*lapsane*), etc., cf. above, pt. II with nn. 45-47, and, with especial appropriateness here, *P. Lond.* V 1694.21 ff.

125 See line 3. Whether the reference is to a new lease-agreement between the church and Apollos or to the earlier lease from the church to Besarion (now assumed by Apollos) cannot be determined. Even if founded on a new lease, the new lease may well have incorporated the terms of the older agreement, cf. *P. Cair. Masp.* I 67104.14: καὶ τὰ ἄλλα ἔθειμα (read ἔθιμα). On new tenants succeeding old tenants in the Aphrodito papyri, cf. *P. Michael.* 43.14 (Ἰωάννου Φρηρίο[υ] τοῦ ἐμοῦ προγεωργοῦ); *P. Cair. Masp.* I 67104.13 (κατὰ τὴν δύναμιν τῆς μι[σ]θώσεως Ἰωάννου [τοῦ] προγεωργο̣[ῦ]), cf. line 14. I do not think there is space enough at the end of line 13 for the ed.'s restoration, προγεωργο̣[υμένου], cf. *P. Cair. Masp.* I, pl. 30, unless abbreviated.

a fourteenth indiction. It acknowledges receipt of a money payment for the coming first indiction ἀπὸ τοῦ φόρου τοῦ ὑπὸ σὲ γεωργίου τῆς ἁγίας (*sc.* καθολικῆς καινῆς--see line 1) ἐκκλησίας κλήρου Ἱεράδος, and an installment payment to the public treasury for public dues (δημόσια) of the fourteenth indiction, to be credited against rent for the future first indiction.

Yet more complicated is *P. Cair. Masp.* III 67307 (cf. Malz, *Studi Calderini-Paribeni* [above, n. 14] 2.353-54). Dated Tybi 9 (ordinarily, January 4), second indiction, it acknowledges for the Holy Catholic New Church receipt from Apollos of the following:

1. Rents in kind, and perquisites (συνηθεῖαι), for the coming third indiction;
2. A cash deposit, being a third installment for public dues (δημόσια) of the current second indiction;
3. The credit of no. 2 toward rent of the coming fourth (Malz's restoration) indiction.

Evidently, *P. Cair. Masp.* III 67307, to judge from the above brief summary, covers all the bases for which two documents, *PSI* VIII 936 and 937, had been used two years earlier. Noteworthy, too, is that the principal scribe of all three receipts is likely to have been the same.[126] It is further altogether likely that these three receipts to Apollos concern the same land parcel as that which is at issue in *P. Lond.* V 1694 and 1705. If this is right, then the three receipts show that the younger brother, Apollos, had at some time taken over the leasehold formerly administered by his older brother, Besarion. Since the *kleros* of Hieras was located in Aphrodito's southern field, and since most of Apollos' own landholdings were situated in that region of Aphrodito's arable area,[127] his assuming a leasehold in that area would have been quite a natural undertaking.[128] Moreover, nothing in the dating of the

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126 Abraham, son of Apollos: *P. Cair. Masp.* III 67307, *PSI* VIII 936 and 937 with intros. See also *P. Cair. Masp.* I 67112.30, III 67296.21.

127 *Kleros* of Hieras in Aphrodito's southern field: *P. Lond.* V 1686. Apollos' southern-field landholdings: *P. Cair. Masp.* I 67108-09, cf. II 67235; *P. Flor.* III 283; *P. Lond.* V 1692; *P. Michael* 40; *PSI* VIII 931. Cf. *P. Lond.* V 1693 (name of lessor lost, but likely to have been Apollos).

128 Cf. the tendency of lessees to take in lease land that is adjacent to, or near, that which they already own or farm: *P. Flor.* III 282.13-14; *P. Lond.* V 1693.12-13; *P. Mich.* XIII 667.5-6; *PSI* VIII 931.15; below, n. 130.

five documents now under discussion obviates the possibility that Apollos assumed Besarion's leasehold. Rather, the datings, both those partial and those complete, tend to complement and to supplement one another. This is true to such an extent that, by way of exploratory hypothesis, a chronological schema similar to that proposed above (part III) for Apollos (and his heirs) and Kyros (and his heirs) can be attempted here.

Let us, to start with, assume with Bell (*P. Lond.* V, p. 96) that the eleventh indiction mentioned in *P. Lond.* V 1694 is that of either 517/18 or 532/33; and, once again, assume the closest possible dating intervals among these papyri. The results, then, are:[129]

Year	*Event*	*Evidence*
Before 517 (or 532)	Lease of parcel of land in *kleros* of Hieras by the New Church to Besarion	*P.Lond.* 1694.7-8
517/*18* to 518/*19* (or 532/*33* to 533/*34*)	Sub-lease of same for one-year term (*P.Lond.* V 1694.6) to Aurelii Mathias and Ibeis	*P.Lond.* V 1694
518/*19* to 520/*21* (or 533/*34* to 535/*36*)	Work contract, two-year term, between Besarion and Aurelius Victor	*P.Lond.* V 1705
[519/21 (or 534/36)	Apollos assumes Besarion's leasehold	---]
520/*21* (or 535/*36*)	Apollos is receipted for paying rent for 521/22 indictional year; based on a new lease? (cf. *PSI* VIII 936.3)	*PSI* VIII 936, cf. 937
Feb. 7, 521 (or 536)	Apollos pays cash tax installment for 520/21 indictional year, to be credited toward rent due the 522/23 indictional year	*PSI* VIII 937
Jan. 5, 524 (leap year) (or Jan. 4, 539)	Apollos is receipted for paying coming 524/25 indiction rent in kind; cash tax installment toward current 523/24 indiction, to be credited to rent of 525/26 indiction.	*P.Cair.Masp.* III 67307

129 As above (pt. III chart), the italicized numeral indicates the calendar year date in which an event dated by indictional year is more likely to have occurred. In support of the earlier set of dates, 517 etc. over 532 etc., cf. *PSI* VIII 936 and 937 intros. Besarion's disappearance from the documentation in the 520s (Bell, *P. Lond.* V, p. 96) may also lend support to the earlier sequence of dates. Conceivably, the proposed schema may itself help to narrow the limits for what is known of Besarion's time of death; though, of course, Besarion need not have died for Apollos to have taken over his leasehold from the church.

Certain entrepreneurial, even capitalistic, aspects of Aphrodito's absentee landlord system are illustrated by the combination of the five documents just discussed and schematized. Some of these return us full circle to the opening paragraphs and earlier pages of this article.

1. Besarion, when he held this land in the *kleros* of Hieras in lease from the Holy New Church, did not farm it himself. Rather, in the phrasing Sir Harold Bell found so charmingly frank (*P. Lond.* V 1694.18-19), Besarion received his share of the land's produce "for his rents" (ὑπὲρ τῶν ἐνφορίων), the lessees got their share "for their labors" (ὑπὲρ τῶν καμάτων). Similar phrasing, perhaps formulaic in fifty-fifty *métayage* arrangements like this, recurs in *P. Michael.* 46.15-16. In this document, the lessor-landowners are Aurelius Phoibammon, son of Triadelphus, and his "partner," Victor, son of Colluthus. The lessee is an Aphrodito shepherd.[130]

2. Or: Besarion did not farm the land *entirely* by himself, cf. *P. Lond.* V 1705.

3. Both the Cyrus (above, pt. III) and the New Church documents point to a quasi-hereditary passing of such leaseholding arrangements.

4. The leasing of this land in the *kleros* of Hieras from the church, first to Besarion, then to Apollos, extended beyond the usual Aphrodito land lease terms (above, n. 44). The schema above accounts for nearly ten years and may be compared with the schema proposed earlier (pt. III) for the Phthla land leased by Flavius Cyrus, *politeuomenos* of Antaeopolis, followed by his heirs, to Apollos, son of Dioscorus, followed by his heirs.

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130 Cf. *P. Flor.* III 279.16-18. Not so much for the phrase as for a set of circumstances possibly comparable to the ones under consideration here, cf. *P. Cair. Masp.* I 67107, the *antimisthosis* (summary above, pt. II) by which Besarion takes in lease arouras belonging to a priest named John, lying in the *kleros Nempktetos* in Aphrodito's southern field; and *P. Ross. Georg.* III 33 (with Malz, *Studi Calderini-Paribeni* [above, n. 14] 2.356), which is in the same hand as the Cairo papyrus and is a sub-lease of the same arouras to a third party. The dates, however, do not work out as fully or as neatly as those for the arrangements between Besarion (and then Apollos) and the Holy New Church; and there are other problems of detail that remain to be worked out and that require discussion too extensive to be presented here. For the property and leasing arrangements of the priest John and his family, one must also take into account *P. Cair. Masp.* I 67114 and II 67240 (cf. line 2).

5. Apollos paid his rents to the church ahead of time,[131] "payment in advance" according to Max Weber[132] being thought of in economic analysis as a feature "characteristic of the role of private capital." In the matter of Apollos' rent payments, this, in any event, reverses the expected pattern whereby the farmer, chronically indebted, pays off whatever he can at or after harvest time.[133]

VIII. Concluding Remarks

It might be better, and would surely be more conservative, to conclude on that suggestive note (Weber's pointing to the capitalistic implications of payment in advance), but it is hard to resist posing some questions about the larger issues that the details presented in this article and in the two earlier articles (n. 2) seem to imply. Comparative questions, among others; for example, does the presence of figures like Besarion and Apollos, Phoibammon and Dioscorus at Aphrodito in any way signal "a sudden increase of powerful middlemen, a kind of rural bourgeoisie in close touch with the great landowners, whether noble or otherwise, clerical or secular," akin to, but on a smaller scale than what Goubert has suggested for seventeenth-century France?[134] Are these Aphroditans in any sense prototypes of the agrarian entrepreneurs later incarnate in characters like Le Roy Ladurie's Guillaume Masenx and Edme Rétif de la Bretonne?[135] Does their presence point to an instability in the Aphroditan social order?[136] As for Egypt

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131 Cf. *P. Mich.* XIII 668 with *BASP* 17 (1980) 153 (for Phoibammon, son of Triadelphus, and an advance rent payment); B. Frier, *Landlords and Tenants in Imperial Rome* (Princeton 1980) 36 (urban middlemen at Rome paying apartment rents in advance of leasehold).

132 *The Agrarian Sociology of Ancient Civilizations*, tr. R. I. Frank (London 1976) 61.

133 Cf., e.g., Theodore Rosengarten, *All God's Dangers: The Life of Nate Shaw* (1974; Vintage Books ed. New York 1984).

134 P. Goubert, *Louis XIV and Twenty Million Frenchmen*, tr. A. Carter (New York 1970) 311-12.

135 E. Le Roy Ladurie, *The Peasants of Languedoc*, tr. J. Day (Urbana 1974), esp. 125-29; cf. partial reprinting of this passage in P. Goubert, *The Ancien Régime*, tr. S. Cox (New York 1973) 146-47; Le Roy Ladurie, "Rétif de la Bretonne as a Social Anthropologist," *The Mind and Method of the Historian*, tr. S. and B. Reynolds (Chicago 1981) 211-69.

136 Cf. George Homans, *English Villagers in the Thirteenth Century* (repr. New York 1975) 204-05; Weber, *Agrarian Sociology* (above, n. 132) 66.

itself, what are the implications of the evidence and these questions for a general understanding of its Byzantine period, especially when set against the older view--drawn principally from the evidence of Oxyrhynchus--of Egypt as a land of large estates and tied *coloni*? Is the different situation at Aphrodito merely an accident of the available evidence? Or did the development toward large estates at Aphrodito simply lag behind Oxyrhynchite trends, with the result that what appears or is glimpsed in the sixth-century Aphrodito papyri is an evolutionary stage already completed in sixth-century Oxyrhynchus. We miss the completion at Aphrodito by failure of the Aphrodito archives in the seventh century and by reason of the Arab conquest. Or: had Aphrodito already gone through its "large-estate phase," and was the village in the sixth century in a state of instability (as suggested in earlier questions in this section) and disintegration, affording an opportunity that clever middlemen might readily put to their advantage? The papyri do, after all, contain reference to houses of the *old* (i.e., defunct?) great landlords[137] and to other village houses as being in a state of disrepair.[138] Or, in finale, is it best to appeal to Ockham's razor and to conclude that different forms (and varieties) of land tenure and agrarian arrangements prevailed at the two different sites? If so, then special wariness should be exercised when applying the evidence of one site or the other to conditions in Egypt as a whole.

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137 *P. Cair. Masp.* I 67002 II 24: 'οἰκήματα' λαμπρὰ τῶν ἀρχαίων κτητόρων μεγάλων τῆς κώμης.

138 *P. Mich.* XIII 662, esp. lines 18-19; ironically the dilapidated house was λεγομ / Ἰωναθὰν οἰκοδόμου.