



1980

Aurelius Phoibammon, Son of Triadelphus: A Byzantine Egyptian Land Entrepreneur

James G. Keenan

Loyola University Chicago, jkeenan@luc.edu

Follow this and additional works at: https://ecommons.luc.edu/classicalstudies_facpubs



Part of the [Classics Commons](#)

Recommended Citation

Keenan, JG. "Aurelius Phoibammon, son of Triadelphus: a Byzantine Egyptian land entrepreneur" in *Bulletin of the American Society of Papyrologists* 17, 1980.

This Article is brought to you for free and open access by the Faculty Publications at Loyola eCommons. It has been accepted for inclusion in Classical Studies: Faculty Publications and Other Works by an authorized administrator of Loyola eCommons. For more information, please contact ecommons@luc.edu.



This work is licensed under a [Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License](#).
© 1980 James Keenan.

AURELIUS PHOIBAMMON, SON OF
TRIADELPHUS:
A BYZANTINE EGYPTIAN LAND
ENTREPRENEUR

It has since the early days of papyrology been noted, and hardly needs repeating before this assemblage,¹ that the documentary papyri bring the scholar closer to the common man of antiquity than can ever be possible through the literary sources that have been transmitted through the medieval manuscript tradition. The papyri provide numerous, if scattered, unselfconscious testimonies to the everyday activities of life, while the literature tends to focus on the deeds and to reflect the biases of men of power, wealth and literary culture. An example of that truism, striking (paradoxically enough) because probably so ordinary, is furnished by three Greek papyri of Byzantine Egypt. One (*P.Michael.* 43) is dated to A.D. 526, the other two (*P.Mich.* XIII 670 and *P.Michael.* 44) to A.D. 527. Taken together, they chronicle the economic advance of an Egyptian villager at the expense of an Egyptian soldier who was plunging ever more deeply into debt.

The soldier, Flavius Samuel, is as yet known to posterity only from the three papyri just mentioned. These convey several precious general bits of information about him: that he was the son of a man named Kollouthos and that he himself in turn had children (daughters, unnumbered and unnamed, but apparently no sons); that he was a common soldier assigned to the unit (*ἀριθμός*) of

¹ The American Society of Papyrologists, meeting in Boston on 29 Dec. 1979.

the mysterious (because otherwise unknown) Ptolemaid Nome; that his place of origin was the village of Tanyaithis of the Lesser Apollonopolite Nome. He is in one of the papyri described as a "slow writer," or more literally a "slow subscriber" (*βραδέως ὑπογράφων*), able to sign in his own hand (*ιδίους γράμμασιν*), however awkwardly, subscriptions to the contracts he had entered upon.²

The year 526 saw Samuel (and his family, for whom he acts) as owner of a 28-aroura farm (roughly 18 acres in our terms) in the eastern plain of the village of Aphrodite of the Antaiopolite Nome.³ The same year also saw him in need of money and grain. For in that year he arranged to take out what appears to have been the first in a series of loans from a leading villager of Aphrodite, Aurelius Phoibammon son of Triadelphus. This was not a simple loan, however, but a complex transaction that began as a lease (the contract is in fact labeled an *ἀντιμίσθωσις*).⁴ Although some of the details of the transaction are lost or obscure owing to damage to the papyrus, the general terms are sufficiently clear. First of all, Samuel agrees to lease his 28-aroura farm to Phoibammon for an eight-year term, Phoibammon to farm the land at his own expense and with his own draught animals, at a rent of 5 artabs of grain (3-1/3 wheat, 1-2/3 barley) per aroura. This rent works out to a total of 140 artabs per year and to 1120 artabs over the eight-year term. In addition, Samuel (among other things) is to receive 50 cheeses, four measures of the wild mustard known as *lapsanê* (charlock), and half the yield of the land's fruitbearing trees.

All this would surely have provided, beginning with the next harvest, a more than satisfactory basis for subsistence for Samuel and his daughters. Samuel's problem, however, seems to have been the immediacy of his need for cash and grain. Thus it is that the first known transaction between Samuel and Phoibammon continues with an additional acknowledgement⁵ that Samuel has

² Professor Youtie (*Scriptiunculae* [Amsterdam 1973] II 646) characterizes Samuel's hand as "a slow and awkward hand, although it is a hand adapted throughout to the contemporary style. If he were not described as a slow writer, we might have thought him to be an old man who had to control a trembling hand."

³ Topographical testimonia on Aphrodite are collected in A. Calderini, *Dizionario dei nomi geografici e topografici dell' Egitto greco-romano* I, 2 (Madrid 1966) 302 ff. For the village's "plains" (*πεδιάδες*), see 314–15 in particular.

⁴ For the complexities: editor's intro. and J. Herrmann, *Cd'E* 32 (1957) 125–27.

⁵ *P. Michael*. 43.12: *προσομολογῶ κτλ.*

received from Phoibamon that very day (8 June 526) 18 gold solidi (less 2 carats each) and 58 artabs of grain. In lieu of paying interest on the cash, Samuel grants Phoibammon a 15-artab per year rent rebate; and if he does not repay the grain at the next harvest, he grants Phoibammon at 10-artab per year rent reduction until such time as the 58 artabs are returned. There are to be further reductions (precise terms damaged and debatable)⁶ in the event of a low Nile and still more reductions (proportional to reliefs accorded by landlords to other Aphrodite lessees) in the event of public exactions that might be made of Phoibammon in Samuel's behalf.

Thus it is clear that the 140-artab annual rent for the 28-aroura farm—a normal rent for good farmland⁷—was only a notional ideal. At the very beginning, it was cut to 125 artabs; and if (as well seems to have been the case from his subsequent borrowings) Samuel proved unable to repay the 58 artabs he had borrowed, in the lease's second year another 10 artabs would have been cut from the annual rent. One hundred forty would thereby have been reduced to 115, a 16½% drop. The reductions could well have been even greater if the Nile proved ungenerous to this piece of land and if the government tax assessments were high and were energetically collected.

Of course, I am not claiming that these calamities did transpire, merely speculating from later telltale indications. For about a year afterwards, perhaps in May or June of 527, in the papyrus that appears to be the second in the series,⁸ Samuel, while acknowledging the continued validity of his earlier contracts (χειρόγραφα) with Phoibammon, takes in loan another 30 artabs of grain. No

⁶ For which, see editor's intro., pp. 91–92.

⁷ Normal, in any event, for the Byzantine period in Egypt: A. H. M. Jones, *The Later Roman Empire* (Oxford 1964) 807–808. This rate works out to be “probably roughly equivalent to half the crop.” Cf. D. J. Crawford, *Kerkeosiris: an Egyptian Village in the Ptolemaic Period* (Cambridge 1971) 122–31 (comparable estimates for land productivity for other periods of Egyptian history, and for other locales). Cf. also (for the Ptolemaic period) C. B. Welles, *Studien zur Papyrologie und antiken Wirtschaftsgeschichte* (Festschrift Oertel) (Bonn 1964) 8–9.

⁸ *P.Mich.* XIII 670. A *terminus post quem* of May 1 would be indicated by the discussion in R. S. Bagnall and K. A. Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen 1978) 25–26. A *terminus ante quem* is indicated by the July 19 date of what is evidently the third and final papyrus in this series.

interest is stipulated, but there is mention of debt-mortgages incumbent on a farm (γεώργιον), belonging to Samuel but in Phoibammon's control, possibly, but not specifically identified as, the 28-aroura farm of the earlier papyrus.

Finally, in the third papyrus, dated 19 July 527, Samuel is shown going ever more deeply into debt.⁹ Again earlier χειρόγραφα are mentioned, their validity reaffirmed.¹⁰ A mortgage (ὑποθήκη) on Samuel's farm (the 28-aroura farm or one being farmed by Phoibammon on similar terms) is acknowledged as still being in force. Samuel now takes in loan another 18 artabs of grain: he resigns any right to dislodge Phoibammon from the farm until this and the other debts have been repaid. But, unlike the earlier contracts, this one leaves the terms and time of repayment uncertain, and this is merely one feature of the third agreement that leads the student to conclude that Samuel is coming ever more increasingly under Phoibammon's economic dominance.

Another feature has to do with the measures employed in the transactions. Interesting is that the 58 artabs of the first loan are measured out to Samuel in the measure of *his own* former tenant, John, son of Phrer. Phoibammon is to pay his rent to Samuel in the measure of the *scriniarius* Apollonides. The second loan to Samuel, the 30 artabs, is to be repaid to Phoibammon in the measure of Victor, son of Paul, *actuarius* of the nearby village of Thmonachthe. The last loan, however, the 18 artabs, is both measured out and to be repaid "in your own [that is, Phoibammon's] measure" — τῷ σῶ μέτρῳ.¹¹

This is perhaps only an outer symptom of Phoibammon's increased dominance. The starker reality is that by the last extant

⁹ *P. Michael*. 44.

¹⁰ It is worth asking whether *cheirographa* is here being used generically to designate "contracts" and therefore pertains to such notarial instruments as the three papyri under present discussion. Alternatively, the word may refer only to non-notarial "handwritten" contracts between the parties or it may simply be a component in a formulaic clause wherein validity of all contracts between the parties (regardless of whether or not any exist) is affirmed.

¹¹ Presented in this paragraph are those parts of the transactions where the measures are specified. Clearly there are some silences or gaps; but the main point is the trend from a measure in whose use Samuel may have had a say (John, son of Phrer's) and from evidently neutral measures to Phoibammon's own measure. Nothing can be said about the relative capacities of these measures, only that Phoibammon was more in control of the choice in the third than he had been in the first extant transaction.

loan-contract Samuel has run up a total debt of 106 artabs (not to mention to 18-solidus money debt) without, as far as we know, having repaid a single kernel. If the 18-solidus money debt were translated into and added to the debt in kind by using, let us say, a coefficient of 8 artabs per solidus,¹² the total debt comes to 250 artabs. Whether, and to what extent, Samuel's perquisites as a soldier eased his situation can only be surmised.¹³ But we do know that the debit-side of his ledger must also have included a debt undertaken in yet at least one more Phoibammon-to-Samuel loan-contract that has not survived.¹⁴ It would appear, therefore, that the total aggregate debt might well have exceeded the rents due Samuel from the first year of the lease of his 28-aroura farm and that he found himself locked in a downward economic spiral from which he could not escape. No wonder therefore that the editors of the Samuel-Phoibammon papers speculate on whether Samuel's debts were ever repaid and whether as a consequence his farm became Phoibammon's property.

Even if that transfer did occur, however, I do not think it would, in the words of one of the editors, constitute an example of "how a small farmer gradually lost his property to a rich landowner." Because, apart from any query about the gradualness of the loss, I do not believe Samuel should, strictly speaking, be classified as "a small farmer" and I am unsure whether Phoibammon should at this early stage of his career (A.D. 526–527) be classified as "a rich landowner," especially if the label is meant to call to mind such magnates as the Apiones of Oxyrhynchus or any of the other Oxyrhynchite *magni possessores*.

To start with Samuel: he was first and foremost a soldier—στρατιώτης. Although his place of origin is given in all three papyri, his present residence (if different from his *origo*) is not

¹² The actual rate specified for grain in what is probably a nearly contemporary Aphrodite document: *P.Cair.Masp.* I 67062. Ten artabs per solidus was a more common rate: Jones, *Later Roman Empire*, 808.

¹³ In general: Jones, *Later Roman Empire*, chapt. XVII, esp. 623 ff. One may wonder whether Samuel was entitled to the quinquennial 5-solidus donative to soldiers said by Procopius (*Hist. arc.* 24.27–29) to have been suspended by Justinian on his taking control of the Empire (presumably referring to his becoming emperor on 1 Aug. 527, rather than his being named Augustus on 1 April 527). On the alleged suspension, however, see Jones, pp. 284 and 670.

¹⁴ On the assumption that the *cheirographa* reaffirmed in *P.Mich.* XIII 670 include *P.Michael.* 43 and at least one more document (now lost); but see n.10 above.

specified by any of the usual Byzantine formulas.¹⁵ It might be presumed that he lived where his military unit was stationed—the Ptolemaid Nome. Whatever or wherever that was, it seems not to have been identical with or adjacent to the Antaiopolite Nome (in which the village Aphrodite was located). Thus Samuel may have been an absentee landowner, though on a modest scale, and his farm, more than adequate in size for the sustenance of an Egyptian peasant family, may have proved unprofitable for an owner who had to lease it out for another man to farm.¹⁶ For it is clear that Samuel did not farm the land himself: even before the lease to Phoibammon the farm had been leased to one John, son of Phrer.¹⁷

To proceed to Phoibammon: if Samuel is known only from the three papyri that have been our concern till now, Phoibammon is known from some dozen additional texts which serve to amplify and elucidate the happenings and circumstances in the Samuel-Phoibammon papyri.¹⁸ If Phoibammon, in A.D. 526 and 527, is not to be judged “a rich landowner,” he was certainly at that time a leading villager of Aphrodite. He was perhaps then, and assuredly later on, a member of the village board of *συντελεσταί*,¹⁹ and sometimes accorded the epithet “most marvellous” (*θαυμασιώτατος*).²⁰ He is in a text of uncertain date styled as a *κτήτωρ* (*possessor*),²¹ but whether he was a *magnus possessor* or rather a *parvus possessor* (as some of his co-villagers styled themselves)²² is uncertain. He does not at any rate fit the mold of the Oxyrhynchite *magni possessores*, male and female, who held imperial offices and dignities and (correspondingly) the Flavian

¹⁵ H. Braunert, *Die Binnenwanderung* (Bonn 1964) 293–336, *passim*. I shall extend somewhat on Braunert’s discussion on terminology in an eventually forthcoming chapter in *ANRW*.

¹⁶ More than adequate for an Egyptian peasant family: cf. Crawford and Welles (above, n. 7), *loc. cit.*

¹⁷ *P. Michael*. 43.14: Ἰωάννου Φρηρίο[ν] τοῦ ἐμοῦ προγεωργοῦ.

¹⁸ References collected in the intro. to *P. Mich.* XIII 667.

¹⁹ Restored in *P. Michael*. 43; but see *PSI* IV 283 (550), *P. Michael*. 46 (559), 47 (570), 48 (572). The *συντελεσταί* (*contributarii*) were leading villagers, jointly responsible for the collection and payment of taxes, theoretically paid by such autopract villages as Aphrodite direct to the provincial treasury without the mediation or interference of the territory’s pagarch.

²⁰ *P. Michael*. 46, 47, 48, 50.

²¹ *P. Mich.* XIII 667.

²² “Wretched smallholders” (*ἀθλίων λεπτοκτητόρων*)—*P. Cair. Masp.* I 67002.2, cf. 67002 III 4.

nomen;²³ he seems more to parallel his older contemporary, Aurelius Apollos, father of the well-known notary and poetaster, Flavius Dioscorus, and a man prominent locally or regionally but not (except fleetingly in an excursion to Constantinople) in any larger arena.²⁴

Phoibammon during his long lifetime (he was acting on his own by 526, still going strong in 572)²⁵ proved himself a man of great energy, industry and acquisitiveness. These drives are already evident in the Samuel-Phoibammon papers, our impression of their intensity reinforced by later or undated papyrus-documents.

From the Samuel-Phoibammon papyri and the twelve additional texts, however thinly spread over the course of nearly half a century, it appears that one of Samuel's practices was to take land (from tiny 2-aroura parcels to 28-aroura farms to plots of indeterminate area) under lease. His known lessors (I count nine) are an interesting collection because they may be seen to fall into distinct categories. The constituents of all three categories would appear to hold this one trait in common: they cannot (or will not) see personally to farming the land they own. Leading the list, with five, are ecclesiastical and monastic institutions that owned land in the Aphrodite arable or in that of the adjacent village of Phthla:

1. The Holy Monastery named after Psentuses, whose holdings were managed by the Monastery of Apa Sourous.
2. The Church of the Antaiopolite metropolis.
3. The Holy Hostel of the Topos of Apa Dios.
4. The Monastery of Apa Senouthes (Schenute).
5. The church whose name appears as damaged in *P. Michael*. 49.²⁶

²³ Oxyrhynchite great landowners: E. R. Hardy, *The Large Estates of Byzantine Egypt* (New York 1931), esp. chaps. II–III. Flavian *nomen*: Keenan, *ZPE* 11 (1973) 33–63; 13 (1974) 283–304, esp. 13, pp. 283 ff.

²⁴ One must also, however, take into account the monastery Apollos founded toward the end of his life: H. I. Bell, *JHS* 64 (1944) 26; D. H. Samuel, *BASP* 4 (1967) 37–42; *P. Cair. Masp.* I 67096. Constantinople: *P. Cair. Masp.* II 67126.

²⁵ *P. Michael*. 43 (526), 48 (572).

²⁶ 1. *P. Mich.* XIII 667. 2. *P. Flor.* III 289. 3. *PSI* IV 284. 4. *P. Ross-Georg.* III 48. 5. *P. Michael*. 49—all assigned to the sixth century, no specific dates recoverable or given. *P. Michael*. 49 has not so much been misread as misinterpreted. In lines 1–2 something like καθολι / κῆς ἐκκλησι[ας] is needed. Pestman is right (*BL* V, p. 68) in resolving the abbreviations in lines 2–3 as: διακ(όνου)/καὶ οἰκ(ονόμου). The important point here is that the deacon and steward is an agent of the church, not

Next, constituting a more tenuous independent category, would come two absentee landowners: Flavius Samuel the soldier (if it is conceded that he was an absentee) and, no doubt more important, the illustrious Flavius Alexander, whose honorific titles survive, but whose functionary titles are irreparably damaged in *PSI* IV 283—clearly a high-level official of some sort, hardly the type to have found existence in Aphrodite very congenial.

Together and last would come probably local parties like Paul son of John, a *possessor* who perhaps owned more land than he could farm himself (or certain plots that were at an inconvenient distance from his main holdings), and a lady landowner who was probably unable to farm her own land and without husband, brothers or sons to farm it for her.²⁷

The extent to which Phoibammon profited from his leaseholding activities is impossible to calculate, not only by reason of the relative thinness of the documentation, but also because the documents that are extant and published do not provide a consistent series of essential facts. To begin with, documentation on Phoibammon's leaseholding activities is drawn from two different types of documents. Of the nine pertinent documents, four are contracts of lease. These, when whole, provide absolute dates (526 the earliest, 550 the latest) and detailed terms, but not always the area in arouras of the land taken in lease.²⁸ Possibly this is because the intricate, age-old system of localizing and naming parcels of land in Aphrodite largely did away with the need, or the perception of the need, to measure them exactly. Instead, the boundaries are described in detail and acknowledged—as were in other terms other features of Aphrodite's agrarian life—as being ancient or traditional (*ἀρχαῖα*).²⁹ On the other hand, the rent receipts issued to Phoibammon—the second type of document being considered at this point—give only indictional year-indications and, though these provide sets of alternative possibilities fifteen years apart, they do not give year-dates that can with absolute confidence be translated in our terms. Moreover, Phoibammon is most often in these said

of Phoibammon. In line 3, I take Φοιβάμμ[ω]νος to be a scribal error for Φοιβάμμ[ω]νι. For the general format of these lines, cf. *PSI* IV 284. 1–2.

²⁷ *P.Mich.* XIII 668 (542 or 557); *P.Lond.* V 1841 (536).

²⁸ *P.Michael.* 43 (526), *P.Lond.* V 1841 (536), *PSI* IV 283 (550), *P.Mich.* XIII 667 (6th century).

²⁹ Or *παλαιά*: *P.Michael.* 48.21. See *P.Cair.Masp.* I 67001.19, *P.Michael.* 45.22, 46.10, *P.Mich.* XIII 666.12. Other features in other terms: the traditional service of village shepherds as fieldguards *ἐκ πατέρων ἡμῶν καὶ [π]ρ[ο]γ[ό]νων* (*P.Cair.Masp.* I 67001.11).

to have paid his rent in full (exact amounts not given) on plots of land whose areas are left undefined.³⁰

As a result, any detailed discussion of Phoibammon's chronological progress and success as a leaseholder, any discussion of the total area of his leaseholdings in any given year, whether he farmed them all himself or not, of his profit margins, and so forth, is ruled out. It can only be said that he frequently took land in lease and speculated that he found the endeavor worthwhile. A small, but possibly significant inkling of his success may be seen in one of the rent receipts³¹ where it is indicated, albeit for a very small plot of land, that Phoibammon had paid his rent in advance of the harvest (!). This suggests that he was a man who had gathered extra produce into his storehouse and could pay some of his rents out of a stock already in existence, and points to why, on a larger scale and in virtually capitalistic fashion,³² he was able, all at once, to lease a farm from Flavius Samuel and to lend him substantial quantities of produce—and to lend him more and more as time wore on.

The other side of Phoibammon's land activities concerns his land acquisition and ownership. For these activities, the chronology is more precise since the evidence consists almost entirely of dated land leases (with Phoibammon as lessor) and sales (with Phoibammon as purchaser). These do not give a total figure for Phoibammon's landownings at any given time. What they do indicate (*separatim*) is that at one time or another (apart from his possible acquisition of Samuel's farm) Phoibammon owned the following:

1. Two-thirds of an estate of indeterminate extent and obscured location, purchased in or before 536.
2. Pasturages purchased from two Aphrodite shepherds in 540 (earlier land purchases and mortgages held by Phoibammon are acknowledged as still valid).
3. In 559, a farm of indeterminate extent in Aphrodite's eastern plain, co-owned with Victor, the son of Kollouthos.

³⁰ *P.Flor.* III 289, *PSI* IV 284, *P.Mich.* XIII 668, *P.Michael.* 49, *P.Ross-Georg.* III 48.

³¹ *P.Mich.* XIII 668.

³² In the general sense of the term, as proposed and discussed by F. Braudel, *Afterthoughts on Material Civilization and Capitalism* (Baltimore-London 1977). Phoibammon did not hoard all his cash and produce, but used them to acquire more, or to acquire land. See discussion immediately following.

4. In 570, land of unknown area and location which he himself leased out.
5. In 572, again with Victor, son of Kollouthos, a pasturage in Aphrodite's eastern plain.
6. At an unknown date, an estate adjacent to a monastery's estate in Aphrodite's western plain.³³

Thus Phoibammon's landholdings were varied—farms, estates, pasturages³⁴—but usually of unknown size and of unknown, or diverse but local, situations. That he is once labeled a *possessor* is probably important.³⁵ How he came by the title and the processes by which he added to his holdings to earn that recognition can be imagined but only partly supported from the documents—but why not engage in some speculations? Speculations to the effect that he began as an average farmer and achieved success through diligence and hard work; that he had little or no family, possibly therefore only his own mouth to feed;³⁶ that he increased his wealth by his practice of taking land in lease, especially from absentee landlords and ecclesiastical and monastic institutions; that he was so successful in this that he accumulated enough wealth in kind to be able to pay some of his rents in advance or even to make substantial loans to his lessors; that his lessors and other debtors eventually mortgaged some or all of their property to secure the loans; that they sometimes could not repay them and either left Phoibammon unmolested as *de facto* possessor of the mortgaged property or, *in extremis*, arranged to transfer their mortgaged land to Phoibammon so as to have their debts cancelled. Who found themselves in such straits? Certainly, it is clear from one of the papyri,³⁷ some of the village shepherds, belonging to one of the lowest groups in any socio-economic “register,” especially one constructed by sedentary farming folk;³⁸ and, probably also, Flavius Samuel and his unnamed daughters.

LOYOLA UNIVERSITY OF CHICAGO

JAMES G. KEENAN

³³ 1. *P.Lond.* V 1841. 2. *P.Michael.* 45. 3. *P.Michael.* 46. 4. *P.Michael.* 47. 5. *P.Michael.* 48. 6. *P.Mich.* XIII 667.

³⁴ γεώργια, κτήματα, βοσκήματα.

³⁵ *P.Mich.* XIII 667.3.

³⁶ Perhaps the least warranted of the speculations advanced here, supported only by the silence of the papyri on any relatives and descendants of Phoibammon and the guess that this may be the reason why he associates with a partner, Victor, son of Kollouthos, toward the end of his career: *P.Michael.* 46 (559), 48 (572).

³⁷ *P.Michael.* 45, though for possible reservations cf. n.10 above.

³⁸ Cf. in general the graphic descriptions in Emmanuel LeRoy Ladurie, *Montaillou: the Promised Land of Error* (New York 1979) 69–135. For the shepherds of Aphrodite, *P.Cair.Masp.* I 67001 remains a basic document.