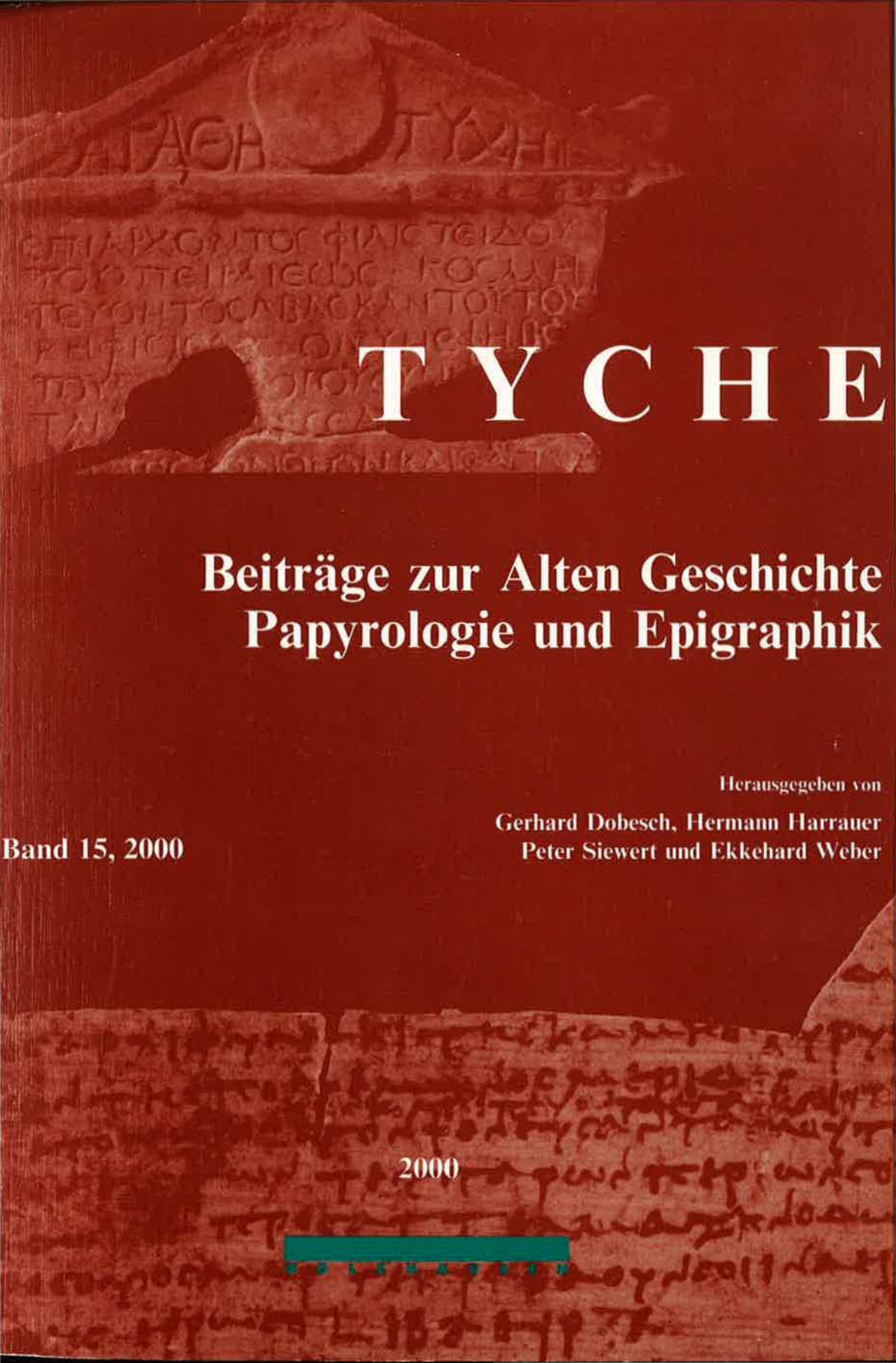

TYCHE

Beiträge zur Alten Geschichte Papyrologie und Epigraphik

Herausgegeben von

Gerhard Dobesch, Hermann Harrauer
Peter Siewert und Ekkehard Weber

Band 15, 2000

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Peter Siewert
zum 27. 4. 2000

Ekkehard Weber
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INHALTSVERZEICHNIS

NIKOLAOS GONIS

A Late Byzantine Land Lease from Oxyrhynchus: P.Oxy. XVI 1968 Revised

Tafel 3

P.Oxy. XVI 1968 | 20.2 × 20.1 cm | Late sixth century

This papyrus was published in section 'IX. Minor Documents' of P.Oxy. XVI, in 1924. The edition, not accompanied by a translation or commentary, was preceded by the following description:

> 'Part of a lease of 6 arourae of land in a field called τοῦ Μοναστηρίου, the rent being payable in kind. Cf. P.S.I. 77. The beginnings of the lines are missing, but the extent of the gap is fixed fairly certainly by l. 12 and approximate restorations are generally possible'.

Today, this certainty may be questioned. Line 12 is not by the hand responsible for lines 1–10, and this undermines its value as a basis for comparison; further, similar texts published subsequently suggest several different supplements from *ed. pr.* The textual changes which are necessary, as well as the overall scarcity of Oxyrhynchite land leases of this period, seem to make a new edition worthwhile.

The date of the document does not survive. The editors assigned it to the sixth century; in fact, the notarial signature points to the last quarter of the century, see further 12 n.

The lease concerns land situated in a μηχανή, literally an irrigation machine, but here an artificially irrigated unit of cultivation. The document bears close affinities to that class of texts in which the object of the lease is said to be a μηχανή with land, see the introductions to P.Oxy. LV 3803, LVIII 3955, LXIII 4390, LXVII 4615[1]. It may also be compared to SB XX 15027 (475)[2], an Oxyrhynchite μισθ(ο)αποχή of two arouras located in a μηχανή, or P.Palau Rib. inv. 24 (502/3)[3], a lease of an unknown number of arouras somewhere in the Oxyrhynchite nome. In most of these documents

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[1] Two further such documents are P.bibl.univ.Giss. inv. 47 (591–93), see J. van Haelst, 'Des nouvelles archives: Anastasia, propriétaire à Oxyrhynchos', in *Atti dell'XI Congresso Internazionale di Papirologia* (Milano 1966) 586 [to be published by T. M. Hickey], and P.Lond. V 1876 *descr.* [to be published by Hickey and J. G. Keenan].

[2] This text has received a new edition by A. Papathomas, 'Eine spätantike griechische Holztafel mit drei Mustertexten juristischen Inhalts', *APF* 45 (1999) 39–46.

[3] Published by S. Daris, 'Due note a papiri Palau Ribes', *Emerita* 64 (1996) 291. The lease is said to commence in Oxyrhynchite era year 170/149, which corresponds to 502/3 (501/2 *ed. pr.*).

the lessors are usually persons of elevated social standing; this is the case here too, see below 4 n. para. 2[4].

An interesting feature of this text is the lack of a reference to the exact amount of the rent, simply stated to be that prescribed by the landowner(s)'s ἀπαιτήσιμον, 'list of exactions', i.e. rent-roll (on the term see below 6 n.). This recalls P.Oxy. LV 3803 of 411, where 'the rent is unspecified but is as laid down in previous rent-rolls and on the same terms as for other machines, which suggests that the lessor was a landowner on more than a small scale. Relevant too may be the fact that the land is leased in perpetuity'. Also here the duration of the lease is stated to be at the will of the lessor(s). The similarity of P.Oxy. 1968 and 3803 appears all the more striking when we take into account the wide time span which separates them. It follows, therefore, that practices seen in full force in the later sixth century, and typical of the great landownership of the period, were already present in the early years of the fifth century, and probably even earlier: P.Col. VIII 238, a rent-roll of 'a large landowner, no doubt resident in Oxyrhynchos, and owning land' in several places of the nome, has been plausibly assigned to the second half of the fourth century. It is also worth noting that the lessor of P.Oxy. 3803 holds a title of nobility (*vir clarissimus*), which, *mutatis mutandis* (the clarissimate in the early years of the fifth century still carried considerable dignity), is the rule among the great landowners of later times.

Earlier I alluded to a well-known statistical feature of Oxyrhynchite land leases of this period, viz. that their number is a small fraction of the figures available from the Arsinoite or Hermopolite regions[5]. So far as I can see, this was first pointed out by H. Comfort at a time when only sixteen volumes of *The Oxyrhynchus Papyri* had been published[6]. The balance has not been redressed since then, even though the series has reached its sixty-seventh volume (2001). Not surprisingly, the number of land leases relating to holdings of the Apion family is extremely small. J. Gascou knew of only two examples, P.Flor. III 325 (489, cf. BL VII 53) and P.Oxy. XVI 1968, both of which he considered as doubtful[7]; we may now add P.Oxy. LXIII 4390 (469) and

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[4] In P.Palau Rib. inv. 24 the expression δια]κειμένας ἐν πεδίοις τοῦ αὐ[τ]οῦ κ[τ]ή[ματος (line 5) may suggest a link with a 'large estate' (not necessarily that of the Apions).

[5] See most recently A. Jördens, 'Die Agrarverhältnisse im spätantiken Ägypten', *Laverna* 10 (1999) 126–30, 138–41. Jördens, *loc. cit.* 127 n. 40, offers a list of Oxyrhynchite land leases of this period, updating that given in D. Hennig, *Untersuchungen zur Bodenpacht im ptolemäisch-römischen Ägypten* (Diss. München 1967) 343–6, nos. 619–25 (but note that PSI VIII 881, listed by Hennig as no. 624, is omitted). Of these texts, P.Erl. 75 is probably not Oxyrhynchite, but rather comes from Hermopolis (this will be discussed elsewhere). One should also add P.Palau Rib. inv. 24 (502/3) (see above n. 3), P.Oxy. LXVII (505), PSI VIII 920 (VI) [this item receives a brief mention in J. Herrmann, *Studien zur Bodenpacht im Recht der graeco-ägyptischen Papyri* (MBPR 41: München 1958) 287 n. 1, but has not appeared in any other list — I owe the reference to T. M. Hickey], and two of the texts discussed the Appendix below, viz. PUG I 32 (584/5), and P.Michael. 34 (VI)

[6] 'Late Byzantine Land-Leases ἐφ' ὅσον χρόνον βούλει', *Aegyptus* 14 (1934) 88, and 'Notes on "Requests" and χειρόγραφα among Late Byzantine Land-Leases', *Aegyptus* 14 (1934) 287–8.

[7] 'Les grands domaines, la cité et l'état en l'Égypte byzantine', *T&MByz* 9 (1985) 9 n. 29. Evidence which became known only recently shows that P.Flor. 325 was indeed addressed to Fl. Strategius I at an early stage of his career; see P.Oxy. LXVII 4514.1 n.

LXVII 4615 (505). It is significant that no such document comes from the period which produced the bulk of the 'Apion archive' (c. 540–621: more than 150 published items) — P.Oxy. XVI 1968 need not be part of it, see below 4 n.

Unless it is a trick of our evidence[8], the simplest explanation for this scarcity is that in the sixth and seventh centuries Oxyrhynchus produced very few landleasing agreements of the type we find in other Egyptian localities. Comfort has suggested that insofar as this was a time when aristocratic families owned or controlled large areas in the region, there was possibly very little land available for leasing[9]. However, this does not need to have led to the extinction of landleasing. Gascou has argued that in the running of the large estates long-term or emphyteutic leases may have played a key role[10]. But no certain example of an emphyteutic lease from Oxyrhynchus has been published to date, although the terms of P.Oxy. 1968 and 3803 strongly recall those of emphyteusis agreements[11]. Rather, it seems reasonable to assume that the conditions of land tenancy in the area were not generally regulated by written leases. The references to and survival of ἀπαιτήσιμα are telling enough. As Rowlandson put it, '[a]s landlords grew more remote from their tenants and the terms under which their land was farmed perhaps became more standardised, the rent-roll replaced the lease as the most important record of their relationship'[12].

Yet not all estate agriculture was regulated by rent-rolls. J. Banaji has made a strong case for permanent agricultural labour (ἐναπόγραφοι γεωργοί, or *coloni adscripticii*), operating on the basis of advance payments (προχρεῖαι), as the structural basis of large estate agriculture[13]. Rent-rolls and permanent labour left little room for

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8 J. Rowlandson, 'Crop Rotation and Rent Payment in Oxyrhynchite Land-Leases: Social and Economic Interpretations', *Proceedings of the 20th International Congress of Papyrologists* (Copenhagen 1994) 498, has suggested that 'if the contracts were kept by local estate managers, rather than by land-owners who lived in the city, copies might be less likely to find their way to the rubbish-tips of Oxyrhynchus'. The suggestion is ingenious, but difficult to prove (cf. also the reservations expressed by Jördens, *loc. cit.* 141 n. 82). Rowlandson has also argued that the decline in the number of leases in the sixth century 'is undoubtedly to be connected with the predominance of the Apion estate archives'. This needs qualification; although the Apion papers occupy a very conspicuous place in the sixth- and early seventh-century Oxyrhynchite documentation (after c. 540, and especially from the reign of Maurice onwards), we possess a considerable number of documents of this period with no Apion connections (but it should be noted that many of these texts relate to other great landowners).

9 Cf. *Aegyptus* 14 (1934) 88: 'a depressing indication of the trend of the economic life ... of Oxyrhynchus, where the great landowner ruled supreme'. A similar point is made by I. F. Fikhman, *Oxirinkh – gorod papirusov* (Moskva 1976) 60–63, who associates the decline in the number of land leases with the rise of the large estates.

10 Gascou, *loc. cit.* 7 ff.

11 Cf. R. Katzoff, [review of P.Oxy. LV] *BASP* 25 (1988) 162–165. We may note, however, that the entry ὑπὲρ ἐμφυτίας in the Apion estate account P.Oxy. LV 3805.12 may well refer to such a lease. The cases of PSI III 176 and VIII 881, which might possibly be associated with emphyteutic agreements, are very uncertain, see H. Comfort, 'Emphyteusis among the Papyri', *Aegyptus* 17 (1937) 19–21.

12 Rowlandson, *loc. cit.* 499.

13 'Agrarian History and the Labour Organisation of Byzantine Large Estates', in A. K. Bowman, E. Rogan (eds.), *Agriculture in Egypt from Pharaonic to Modern Times* (*PBA* 96: Oxford 1999) 193–216. Jördens, *loc. cit.* 138, points out that in the Oxyrhynchite 'war man teilweise schon früh vom Pachtsystem abgekommen und zur Eigenwirtschaft des Grundherren

traditional landleasing agreements. To be sure, rent-rolls and *coloni adscripticii* are intimately linked with large estates; and if land leases dwindle from the Byzantine Oxyrhynchite, it follows that these estates took up the greatest part of the rural areas of the old nome. Almost seventy years later Comfort's statement appears to have retained its value.

That the exiguous number of late Byzantine land leases from Oxyrhynchus seems closely related to the rural social relations prevalent in the region, which differed from those in the rest of Egypt (or those parts of Egypt known from the papyri), is not a great surprise. In late antique Egypt, Oxyrhynchus and its hinterland seem to have been a very particular case. No other region has attested that class of agricultural labourers, the ἐναπόγραφοι γεωργοί[14]; and no other city in the Nile valley appears to have had such a high concentration of landed aristocrats as Oxyrhynchus[15].

— — — — — — — — — — — — — — — — —

1 [c. 14 ἐκ λι]βὸς ταύτης ὁλοκλήρους ἓξ ἀρούρας οὔσας ἐν μηχανῇ καλουμέ(νῃ) τοῦ Μοναστηρίου

2 [μετὰ τοῦ ἐπιβάλλοντος] αὐτα̣ῖς μέρου̣ς ἐκ τοῦ λάκκου τῆς αὐτῆς μηχανῆς καὶ ὑδρεύματος

3 [καὶ κυκλευτηρίου καὶ μ]η̣χανικῶ[ν] ὀργάνων καὶ φυτῶν παντοίων καὶ παντὸς ἑτέρου δικαίου

4 [αὐτῶν ἐπὶ τῷ c. 8] ε̣σθαι τῆς τούτων μισθώσεως· καὶ τελέσω τῇ ὑμῶν ὑπερφυείᾳ

5 [διὰ τῶν αὐτῇ προσηκόντ]ω̣ν ὑπὲρ φόρου τούτων καθ' ἕκαστον ἐνιαυτὸν ἐπί τε νειλοβρόχου

6 [καὶ ἀβρόχου ἀκολούθως τ]ῷ γε[ο]υ̣χικῷ ὑμῶν ἀπαιτησίμῳ, ὅνπερ φόρον παντὸς κινδύνου

7 [ἀκίνδυνον ἐπάναγκ]ες ἀποδώσω τῇ ὑμῶν ὑπερφυείᾳ διὰ τῶν αὐτῇ προσηκόντων ἐν τῷ

8 [δέοντι καιρῷ ? ἀνυπ]ερθέτως, ποιούμε(νος) καὶ τὴν ἀναβολὴν τῶν ναυείων· τὴν δὲ νομὴν τῶν

9 [προειρημένων πάντων π]ρ̣αγμάτων ἄτρωτον ἀβλαβῆ φυλάξω καὶ παραδώσω τῇ ὑμετέρᾳ ὑπερφυείᾳ

10 [ὁπόταν βουληθεί]η ὡς καὶ παρείληφα. κυρία ἡ μίσθ(ωσις) ἁπλ(ῆ) γραφ(εῖσα) καὶ ἐπερ(ωτηθεὶς) ὡμολ(όγησα)†.

übergegangen, wobei die enstandenen Lücken anfänglich durch die Verpflichtung bezahlter landwirtschaftlicher Arbeiter geschlossen wurden'. In the light of the evidence adduced by Banaji, this practice seems to be going strong in later times too. Jördens, *loc. cit.* 141, also associates the scarcity of land-leases in the Apion archive with 'solchen schollengebundenen, halbfreien Kolonen'; but P.Oxy LXVII 4615 (505) now attests a lessee who is an ἐναπόγραφος γεωργός.

[14] The one or two such cases in the Heracleopolite nome, which was largely dependent on Oxyrhynchus, cannot qualify as exceptions (cf. I. F. Fikhman, 'Esclaves et colons en Égypte byzantine', *AnPap* 3 (1991) 10 & n. 7).; cf. also Jördens, *loc. cit.* 140.

[15] Banaji, *loc. cit.* 201, observes that 'the formation of an aristocracy did not preclude, and may even have stimulated, patterns of labour use dependent largely on wage labour'.

11m2 [Αὐρήλιος? c. 6]ς Φοιβάμμωνος ὁ προγεγραμμένος πεποίημαι ταύτην τὴν
12 [μίσθωσιν καὶ ἀπο]δώσω τὸν προγεγραμμένον φόρον κατ' ἔτος ὡς πρόκ(ειται). Ἀναστάσιος
13 [συμβολαιογράφο]ς ἀξιωθεὶς ἔγραψα ὑπὲρ αὐτοῦ ἀγραμμάτου ὄντος†. //
14 ⁑ *di emu Anastasiu eteleiothh̄*†.

2 ὕδρευματος 4, 7 ὕμων 4, 6, 9 ὑπερφυεια 5, 13 ὑπερ 8 *l.* ναυβίων

'... to its south the entire six arouras situated in the artificially irrigated farm called 'Of the Monastery', with the part of the cistern of the same farm which falls to them and the well and the wheel and the machinery of the irrigator and the plants of all kinds and every other right of them, on condition that ... their lease. And I shall pay your extraordinariness through your people in respect of rent on them each year for both Nile-watered and unwatered land in accordance with your, the landowner's, list of exactions; this rent, free of all risk, I shall necessarily deliver to your extraordinariness through your people at the proper time (?) without delay, with me also carrying out the raising of the irrigation earthworks. And the right of possession of the aforesaid things I shall preserve free of injury and damage and shall return to your extraordinariness whenever you may wish just as I received it. The lease, written in a single copy, is binding, and in reply to the formal question I gave my assent'.

(2nd hand) 'I, Aurelius (?) ...s, son of Phoebammon, the aforewritten person, have made this lease, and I shall deliver the aforewritten rent each year as aforesaid. I, Anastasius, contract writer, as requested, wrote on his behalf because he is illiterate'.

'Through me, Anastasius, the completion was made'.

1. ἓξ ἀρούρας οὔσας ἐν μηχανῇ. Cf. SB XX 15027.3 (475) ἐν τῇ ἐμῇ μηχανῇ καλουμένῃ Ἀψω̣.. ἀρούρας δύο.

2. [μετὰ τοῦ ἐπιβάλλοντος] αὐταῖς μέρους ἐκ τοῦ λάκκου: [μετὰ τοῦ προσόντος?] αὐταῖς μέρους ἕκτου λάκκου *ed. pr.* P.Berl. Zill. 7.14–15 (574), a lease of an ὁλόκληρος μηχανή, has μετὰ καὶ τοῦ ἐπικειμένου | ἐν αὐτῇ λάκκου, but the occurrence of μέρους here does not allow supplementing ἐπικειμένου. For the restored ἐπιβάλλοντος, compare P.Palau Rib. inv. 24.7–8 (cf. above n. 3), edited as follows:

] μετὰ τοῦ ἐπιβάλλοντ̣[ος] αὐταῖς [μέρους τ]ο[ῦ
ὀργά]νων καὶ φυτῶν παντοίων καὶ τῶν ἀλόγων

Comparison with P.Oxy. 1968 suggests that these two lines may be presented thus:

] μετὰ τοῦ ἐπιβάλλοντ̣[ος] αὐταῖς [μέρους τ]ο[ῦ λάκκου? - -
- - καὶ μηχανικῶν ὀργά]νων καὶ φυτῶν παντοίων καὶ τῶν ἀλόγων

In line 7 a different formulation may also be considered, cf. SPP XX 121.11 (439) μετὰ τοῦ ἐπιβάλλοντός μοι μέρους τοῦ ὄντος ἐκεῖσε λάκκου; cf. also P.Panop. 8.6–7, 10 (338), BGU XII 2164.6 (494).

3. [καὶ κυκλευτηρίου καὶ μ]ηχανικῶ̄[ν]: [καὶ ..... καὶ μ]ηχανικῶ̄[ν] *ed. pr.* Cf. P.Berl. Zill. 7.15–16: λάκκου καὶ ὑδρεύματος καὶ κυκλευτηρ(ίου) καὶ μηχανικῶν ὀργάνων | καὶ φυτῶν παντοίων καὶ παντὸς ἑτέρου δικαίου ταύτης κτλ. A similar expression occurs in PSI I 77.16–19 (551, cf. BL VII 232), another lease of an ὁλόκληρος μηχανή. (Incidentally, a photostat of the papyrus, kindly supplied by Prof. R. Pintaudi, indicates that in line 18 of this text in

place of κυκλεύματος one should read κυκλευτηρίου; accordingly, the word κύκλευμα should be deleted from Preisigke's *Wörterbuch* and from LSJ.)

4. [αὐτῶν ἐπὶ τῷ μὴ c. 8] εσθαι. [? ἐπὶ τῷ μὴ ἀποστή]σεσθαι *ed. pr.* αὐτῶν is restored after P.Berl. Zill. 7.16 δικαίου ταύτης. But I have not found a convincing supplement for what follows. *Ed. pr.'s* ἐπὶ τῷ μὴ ἀποστή]σεσθαι is only a stopgap. I have considered ἐπὶ τῷ ἐμὲ ἔ]χεσθαι, comparing P.Oxy. XVI 1890.9–10 (508) ἐπὶ τῷ ἡμᾶς ἐξ ἀλληλεγγύης | ἔχεσθαι τῆς το[ύ]του μισθώσεως; a similar restoration has been adopted in P.Rein. II 108.7 (VI) [ἐπὶ τῷ με ἔχεσθα]ι τῆς τούτου μισθώσεως. But this seems too short for the space (the trace after the break is inconclusive; it would allow chi as well as sigma). (In P.Flor. III 384.a.19 (V), where the edition has α.....σθαι τ[ῆ]ς ? τούτων μι[σθ]ώσε[ως], it is possible that ἔχεσθαι is to be read.)

τῇ ὑμῶν ὑπερφυείᾳ. The term suggests that the lessor(s) was/were of very high rank. Cf. J. Gascou, *T&MByz* 9 (1985) 9 n. 29: 'l'allusion à une ὑπερφύεια, l. 4, laisse à penser que cet acte émane de la «glorieuse maison»'. Although the main branch of the Apion family is a strong candidate, Strategios Paneuphemos (cf. P.Oxy. LVIII 3936.16 [598], XVI 1991 15–16, 24 [601, cf. BL VIII 252]), Flavia Anastasia (cf. P.Oxy. XLIV 3204.18 [588] — in fact, her papers include one such land lease, cf. above n. 1), or some other aristocratic landowner should also be considered.

5. [διὰ τῶν αὐτῇ προσηκόντ]ων: [ἀπὸ τῶν περιγινομέν]ων *ed. pr.*, which, although paralleled by PSI IV 316.8 (328, cf. BL VIII 397), is not very appropriate, since that text is a *Teilpacht*. My restoration is based on line 7.

5–6. ἐπί τε νειλοβρόχου [καὶ ἀβρόχου. The reading is as revised in P.Oxy. LVIII 3955.14–15 n. (= BL X 145). *Ed. pr.* had ἐπὶ γένει; apparently the statement that the rent was 'payable in kind' was based on this reading.

6. ἀκολούθως τ]ῷ γε[ο]υχικῷ ὑμῶν ἀπαιτησίμῳ: [12 l. μέτρ]ῳ γε[ο]υχικῷ ὑμῶν ἀπαιτησίμῳ *ed. pr.* For the supplement I rely on P.Oxy. LV 3803.11–13 (411) τελέσε τ[ὸ]ν [προτε]λούμενον φόρον ... ἀκολούθως ἀπαιτησίμοις. For the construction cf. also BGU I 259.3 (II/III) ἀκολούθ(ως) τῷ μεταδοθέντι μοι ἀπαιτήσιμον (*l.* ἀπαιτησίμῳ), P.Oxy. LV 3803.9 ἀκολούθως προτέροις ἀπαιτησίμοις, XVI 1915.3–4 (555/56) ἀκολού[θως οὖν τοῖς ἐν τῷ] | αὐτῷ ἀπαι[τ]ησ(ίμῳ) τοῦ ἐνδόξ(ου) οἴκ(ου), P.Michael. 34.4 (VI) [ἰ]διωτικοῖς ἀπαιτησίμοις. But I admit that my supplement leaves τελέσω in line 4 without an object. I have considered whether the clerk wrote the common phrase ὑπὲρ φόρου instead of φόρον, but this cannot be proven.

For the ἀπαιτήσιμον, see E. R. Hardy, *The Large Estates of Byzantine Egypt* (New York 1931) 52, 96; Gascou, cit. 18; R. Mazza, 'P.Oxy. XVI e i conti annuali dei *pronoetai*', *ZPE* 122 (1998) 171.

6–7. παντὸς κινδύνου [ἀκίνδυνον. I have retained the supplement of *ed. pr.*, even though the resulting word order cannot be paralleled from elsewhere. P.Michael. 34.7 has φόρον ἐκ τοῦ τυγχάνοντος παντὸς κινδύνου ἀποδώσομεν, which is not a very smooth phrase, but at any rate ἐκ τοῦ τυγχάνοντος seems too long for the space here.

7–8. ἐν τῷ [δέοντι καιρῷ (?) ἀνυπ]ερθέτως. The restoration seems rather short for the space, but may be paralleled by P.Mich. XI 611.19 (412), P.Oxy. LV 3803.15 (411), VI 913.19 (443, cf. BL VII 132), LVIII 3955.21 (611). *Ed. pr.* has ἐν τῷ [. . . . . μηνί, suggesting Ἐπείφ or Παῦνι as possible supplements, but neither seems long enough for the space.

9. [προειρημένων πάντων π]ραγμάτων: [προδεδηλωμένων π]ραγμάτων *ed. pr.* Restored after P.Berl. Zill. 7.26f.

10. [ὁπόταν βουληθεί]η: [ὅταν βουληθεί]η *ed. pr.* Cf. P.Berl. Zill. 7.27, etc.

ἁπλ(ῆ) γραφ(εῖσα). Most documents of this class are stated to have been written in single copies; only the earlier P.Oxy. LV 3803 (411) and LXIII 4390 (469) are said to have been written in duplicate. P.Palau Rib. inv. 233.4 (V) (ed. *Emerita* 64 (1996) 291–2) as edited has κυρία ἡ μίσθωσις γραφ]εῖσ(α): after μίσθωσις supplement ἁπλῆ or δισσή.

12. Ἀναστάσιος. The notary Anastasius has occurred in a total of eleven texts dating to the period 579–95, see J. M. Diethart, K. A. Worp, *Notarsunterschriften im byzantinischen Ägypten* (MPER XVI: Wien 1986) 78, add P.Oxy. LVIII 3933.40 (588), and P.bibl.univ.Giss. inv. 72 and 88 (information kindly supplied by T. M. Hickey, who is preparing an edition of the Giessen papyri). One of them, P.Warr. 10, has no connection with the Apion family, while the two Giessen texts are likely to belong to the 'archive of Anastasia'; Anastasius was therefore not (exclusively) employed by the Apions. Apart from this text, he has also written on behalf of illiterates in P.Iand. III 48 (582), 48a (VI), P.Oxy. XVI 1989 (590) and 1990 (591) (a full publication of the last two texts will appear elsewhere). Naturally, all four documents bear his signature.

13. [συμβολαιογράφο]ς: [14 l.]ς *ed. pr.* I restore on the basis of P.Warr. 10.33 (591/2) συμβολαιογρ(άφος), and PSI I 60.33 (595) συμβολ(αιογράφος) (same abbreviation in P.bibl. univ.Giss. inv. 72 and 88, cf. previous note). A more elaborate formulation occurs in P.Oxy. XVI 1989.27–28 (590): Ἀναστ̣ά̣σιος ἐλαίῳ (*l.* ἐ λ έ ῳ) Θεοῦ διάκονος (καὶ) | συμβολαιογράφ(ος).

14. For the reading, see Diethart and Worp, *Notarsunterschriften* 78 no. 1.2.7.

APPENDIX

Three Notes On Sixth-Century Oxyrhynchite Land Leases

P.Michael. 34

The provenance of this fragmentary land lease is stated to be unknown[16], but its formulaic parts leave no doubt that it was drawn up somewhere in the Oxyrhynchite nome. In view of the rarity of Oxyrhynchite land leases dating from after the fifth century, this is of some interest. More precisely:

(i) The sequence εἰς σπορὰν ὧν ἐὰν αἱρώμεθα γενημάτω̣[ν (line 5) is parallelled exclusively by Oxyrhynchite land leases of the Byzantine period: P.Oxy. LXIII

16 Hennig, *op. cit.* (cf. above n. 5) 345–46 no. 632 has it under the rubric 'Gau unbekannt'. D. Bonneau, 'La terre "arrosée par le Nil": *Neilobrochos*', *BASP* 16 (1979) 14 n. 5 gives its provenance as 'Aphrodito?', which apparently rests on the fact that several other Michaelides papyri (nos. 40–60) come from this locality. The present whereabouts of P.Michael. 34 appear to be unknown, cf. S. J. Clackson, 'The Michaelides Manuscript Collection', *ZPE* 100 (1994) 225–26. S. Daris, *Emerita* 64 (1996) 289–91, has brought to light the existence of Michaelides papyri in the collection Palau-Ribes; *inter alia*, Daris refers to inv. nos. 228, 229 (= P.Michael. 58), 230, 236, 238. I wonder whether P.Palau Rib. inv. 233, another Oxyrhynchite lease of the Byzantine period (ed. Daris, *loc. cit.* 291–92), is another ex-Michaelides papyrus: its inventory number is close to the other certain Michaelides papyri in the Palau-Ribes collection.

4390.15–16 (469), P.Flor. III 325.13 (489), PSI I 77.21–22 (551?), P.Berl. Zill. 7.18 (574)[17].

(ii) Line 6 reads]των καθ' ἕκαστον ἐνιαυτὸν ἐπί τε Νιλοβρόχῳ (*l.* Νει-) καὶ ἀβρόχῳ. This formulation finds parallels in PSI 77.23 (ἐπί τ' ἐνβρόχῳ *ed. pr.*, but a photostat of the papyrus, kindly supplied by Prof. R. Pintaudi, suggests reading ἐπί τε νιλοβρόχῳ), P.Berl. Zill. 7.19–20, P.Oxy. XVI 1968.5–6 (VI), LVIII 3955.15 (611); these texts also suggest restoring καὶ τελέσω ὑπὲρ φόρου τού]των at the beginning of the line. The formulation is characteristic of leases from the Oxyrhynchite region; Hermopolite leases have ἐν (τῷ/τε) συμβρόχῳ καὶ ἀβρόχῳ[18].

(iii) Line 8 contains a reference to the maintenance of the dikes: τὴν ἀναβολὴν τῶν ναυείων (*l.* ναυβίων) ποιήσασθαι. This phrase too is typical of land leases from this area, cf. P.Mich. XI 611.20 (411), P. Palau Rib.inv. 233.4 (V), P.Oxy. VI 913.20 (443), XVI 1968.8, LXIII 4390.22, P.Berl. Zill. 7.25–6.

(iv) Line 11 has]..... [ἀ]ρ[ο]υρῶν δύο ἄτρωτον, ἀβλαβῆ, ἀνεπηρέαστον, καὶ παρα-. It seems legitimate to conjecture that the traces conceal τὴν νομὴν τῶν, cf. P.Berl. Zill. 7.26, P.Oxy. 1968.8; the term νομή occurs exclusively in Oxyrhynchite documents (at 11–12 restore παρα![δώσω).

PSI I 77

This land lease is dated to Mesore 7 of indiction 14 in the [10?]th (cf. BL VII 232) year after the consulship of Fl. Basilius; the date converts to 31 July 551. Lines 9–11 were edited as follows:

> μισ[θ]ώ[σασ]θαι ἐπὶ διετῆ χρόνον ἀπὸ
> [τῆς κατα]σπορᾶς τῆς εὐτυχοῦς σὺν θεῷ
> [εἰσιούσ]ης ἰνδικτίονος ἀ[π]ὸ τῶν ὑπαρχόντων

H. Comfort, *Aegyptus* 14 (1934) 441 (= BL III 220), changed [εἰσιούσ]ης (l. 11) to [παρούσ]ης. We now happen to know more about the indiction than in the 1930s, and Comfort's arguments are no longer compelling. Still, *ed. pr.*'s [εἰσιούσ]ης is not very appropriate: this participle is usually followed by a numeral, absent from this text. A similar document dated 5 August 574, P.Berl. Zill. 7.9–11, suggests a different restoration: ἑκουσίως ἐπιδέχομαι μισθώσασθαι ἀπὸ τοῦ εἰσιόντος | ἔτους σλα σκ τῆς σὺν Θεῷ ὀγδόης ἰνδ(ικτίωνος) κατασπορᾶς δὲ καὶ | συλλογῆς καρπῶν τῆς προσελαυνούσης ἐνάτης ἐπινεμ(ήσεως). That lease was drawn up in the month of Mesore of a seventh indiction; it was to start in the 'coming year 251/220 of the, D. V., eighth indiction', but the sowing and collection of the crops were of the ninth *epinemesis*. The picture is similar to that of PSI I 77, only that in the latter text the formula is abridged: the reference to the collection of the crops (συλλογὴ καρπῶν)

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[17] A similar expression occurs in the much earlier SB XVI 12836.16–17 (Herm.; 225): εἰς σπορὰν ὧν ἐὰν αἱρώ[μεθα] | γενῶν.

[18] Cf. P.Jena 3 = SB III 7167.10 (477), SB XIV 12050.11 (498), P.Stras. VI 579.21 (521), PSI III 188.10 (540), BGU IV 1020.10 (cf. BL I 443) (VI/VII). In this light, in the Oxyrhynchite P.Flor. 325.14 in place of ἐπί τ' ἐμβρόχῳ καὶ ἀ]βρόχῳ, evidently restored after PSI 77.23, read ἐπί τε Ν(ε)ιλοβρόχῳ καὶ ἀ]βρόχῳ.

has been omitted, and κατα]σ̣πορᾶς alone designates the crop (on which the taxes were payable), cf. R. S. Bagnall, K. A. Worp, 'The Consuls of A.D. 411–412', *Mnemosyne* 31 (1978) 289–90. The crop and the taxes were calculated on the basis of the *praedelegatio* beginning 1 May in the next Julian year (552), cf. Bagnall, Worp, *The Chronological Systems of Byzantine Egypt* (Zutphen 1978) 26–27. This *praedelegatio* was the first of a new fifteen-year cycle, see Bagnall, Worp, *op. cit.* 88. [πρώτ]ης in fact suits the space (a photostat supplied by Prof. Pintaudi shows that the length of the breaks is slightly shorter than *ed. pr.* assumed); also, in line 10 [τῆς κατα]σ̣πορᾶς is too long: the article, which is unnecessary, may safely be discarded. In conclusion, PSI I 77.9–11 should be presented as follows:

μισ[θ]ώ̣[σασ]θαι ἐπὶ διετῆ χρόνον ἀπὸ
[κατα]σ̣πορᾶς τῆς εὐτυχοῦς σὺν Θεῷ
[πρώτ]ης ἰ̣νδικτίονος κτλ.

PUG I 32

This is a fragment of a lease of 584/85. The main body of the contract has been edited in the following fashion:

τῷ εὐλαβεστάτῳ [
τῆς ἁγίας ἐκκλησ[ίας
5 'Απφουᾶ̣ [γ]ενομέ̣[νῳ
πόλεως Α[ὐ]ρήλιος ̣[
'Ηραεῖδος [ὁ]ρμώμε̣[νος ἀπὸ κώμης
τοῦ 'Οξυρ[υγ]χείτου ν[ομοῦ χαίρειν· ἑκουσίως]
ἐπιδέχο[μ]αι μισ[θώσασθαι ἀπὸ τοῦ ἐνεστῶτος]
10 ἔτους σξ̣α σλ τῆ[ς παρούσης τρίτης ἰνδ(ικτίονος)]
ζ̣ ̣ ας παρὰ σ[οῦ
τη̣[. . . .]ε̣ων[

The editor took Apphuas to be the name of the lessor. But it is probably his patronymic; 'Απφουᾶ is a genitive of 'Απφουᾶς, cf. F. T. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods* II (Milano 1981) 16–18. The fragmentary passage may be illuminated by P.Mert. III 124.2–6 (520) τῷ εὐλαβεστάτῳ - - - Σερήν[ῳ] | ἀναγνώστῃ τῆς ἁγίας ἐκκλησίας καλουμένης ἅπα 'Ιερ[α]κ̣ίω̣[ν(ος)] | υἱῷ τοῦ εὐλαβεστάτου 'Ιωσὴφ πρεσβυτέρου - - - ἀπὸ τῆς αὐτῆς πόλεως; or P.Warr. 10.6–7 (591/2) [τῷ εὐλαβεστάτῳ] Γεωργίῳ πρεσβυτέρῳ [τῆς ἁγίας ἐκκλησίας, ὁρμωμένῳ ἀ]πὸ ταύτης τῆς 'Οξυρυγ[χ(ιτῶν) πόλεως. The name and function of the lessor are lost in the break of line 3; he may have held the office of πρεσβύτερος, διάκονος, or other. The lacuna in line 4 has carried away the word υἱῷ and some other qualification of Apphuas, who could have possibly been a clergyman himself too[19], deceased by that time (the space is not wide enough to accommodate

[19] A list of clerics who were sons of clerics is given by E. Wipszycka, *Études sur le Christianisme dans l'Égypte de l'antiquité tardive* (SEA 52: Roma 1996) 215 n. 43.

the name of the church). In line 5 the break took away Apphuas' function, as well as the first part of the indication of the lessor's *origo*. In short, lines 4–5 may have run

τῆς ἁγίας ἐκκλησ[ίας υἱῷ τοῦ τῆς εὐλαβοῦς μνήμης]
'Απφουᾶ [γ]ενομέ̣[νου πρεσβυτέρου ἀπὸ τῆς 'Οξυρ(υγχιτῶν)]

What is more important is to determine the exact nature of the text. That the lessee's *origo* was some rural settlement situated in the Oxyrhynchite nome might suggest that the document is a land lease — and it is a land lease: this becomes clear from lines 11–12, which, as the published photograph (tav. XX) indicates, should be read and supplemented thus:

κ̣α̣τ̣ασπορᾶς [δὲ καὶ συλλογῆς καρπῶν]
τ̣ῆ̣[ς σὺν] Θ̣ε̣ῷ τε̣[τάρτης ἐπινεμήσεως - -]

The phrase is typical of Oxyrhynchite land leases of this period, cf. *e.g.* P.Berl. Zill. 7.9–11. PUG I 32 thus becomes a welcome addition to the meagre corpus of late Byzantine land leases from the region of Oxyrhynchus.

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