

P.Oxy. LXXVII 5123 and The Economic Relations between
the Apion Estate and its *Coloni Adscripticii* *

The Late Antique agricultural labourers known as *coloni adscripticii* or *enapographoi georgoi* (lit. ‘registered farmers’) are known mainly from the mass of legislation concerning them. Because of the complexity of these laws, scholars have failed to reach consensus on the precise nature of the legal, social, and economic relations between these farmers and the estates to which they were attached. Their defining characteristic was their obligation to remain in the land in which they were ‘registered’ for fiscal purposes, but there is much disagreement over the motives behind this obligation, its historical development, and its legal modalities.¹ Outside the contentious body of legal texts, *enapographoi georgoi* are explicitly documented only in the papyri from the large estates of Oxyrhynchus, where the lion’s share of attestations belongs to the archive of the Apion estate.² The documents, whilst giving us a privileged access to *enapographoi georgoi* ‘on the ground’, present their own problems and disadvantages, the main one being their relatively limited range. With

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¹ For a recent survey of the legal evidence, see A. J. B. SIRKS, ‘The colonate in Justinian’s reign’, *The Journal of Roman Studies* 98 (2008), pp. 120–143, but his understanding of φόρος in the papyri as ‘tax’ rather than ‘rent’ (cf. especially pp. 135, 139–140) is misleading; see below, n. 32. A wide range of essays on the topic and further bibliography can be found in E. LO CASCIO (ed.), *Terre, proprietari e contadini dell’impero romano: dall’affitto agrario al colonato tardoantico*, Rome 1997. See also C. GREY, ‘Contextualizing colonatus: the origo of the Late Roman Empire’, *The Journal of Roman Studies* 97 (2007), pp. 155–175.

² The most comprehensive, though now outdated, overview of the papyrological evidence is by I. F. FIKHMAN, ‘*Coloni adscripticii* – ἐναπόγραφοι γεωργοί in den Papyri’, [in:] Andrea JÖRDENS (ed.), *Wirtschaft und Gesellschaft im spätantiken Ägypten: kleine Schriften Itzhak F. Fikhman*, Stuttgart 2006, pp. 190–250 (this is a German translation from a Russian original of 1984). For some further bibliography, see Andrea JÖRDENS, ‘Die Agrarverhältnisse im spätantiken Ägypten’, *Laverna* X (1999), pp. 139–141. A great number of new attestations of *enapographoi georgoi* have been published since FIKHMAN’s study: P.Oxy. LXII 4350, LXIII 4398, LXVI 4535, LXVII 4615, LXVIII 4697, LXIX 4755, 4757, LXX 4781, 4782, 4784, 4787, 4788, 4790, 4791, 4793, 4794, 4796, 4797, 4798, 4799, 4801, LXXVII 5123, LXXXII 5331, 5332, LXXXIII 5375, 5380, 5382, 5383, 5384, 5385, 5389, 5393, 5394, P.Pintaudi 19, PSI XVII 1701, 1792, SB XVIII 13949, 14006, XXII 15362, 15364, XXVIII 17002, P.Bibl.Univ.Giss. inv. 58 (ed. in *The Bulletin of the American Society of Papyrologists* 48 (2011), pp. 106–108), P.Ups. inv. 37 (ed. in *Comunicazioni Vitelli* 11 (2013), pp. 87–89). On the Apion estate, see generally Roberta MAZZA, *L’archivio degli Apioni: terra, lavoro e proprietà senatoria nell’Egitto tardoantico*, Bari 2001, and T. M. HICKEY, *Wine, Wealth, and the State in Late Antique Egypt: The House of Apion at Oxyrhynchus*, Ann Arbor 2012.

the exception of a couple of petitions, a few land leases and credit agreements known as *prochreiai*, and some isolated contracts, the great majority of attestations of *enapographoi georgoi* are from two categories of stereotyped documents: deeds of surety and receipts for replacement parts of irrigation machines.³ The extensive estate accounts are unhelpful, since they do not identify *enapographoi georgoi* as such.⁴ It is therefore always welcome when untypical papyri involving *enapographoi georgoi* emerge. The focus of this paper will be the interpretation of one such text, P.Oxy. LXXVII 5123. This document illuminates an aspect of the relationship between the Apion estate and its *enapographoi georgoi* which is rarely reflected by other documents, namely the economic arrangements between the two. The problem may be generalized in the following terms: granted that *enapographoi georgoi* were not legally defined by a particular type of labour relationship, did their fiscal attachment to their landlords' estates nevertheless result in special economic arrangements with the latter and in particular forms of remuneration? Recently, for instance, it has been argued that the *enapographoi georgoi* on the Apion estate were permanent wage labourers or employees primarily engaged in irrigation.⁵ In this paper, taking P.Oxy. 5123 as a starting point, I submit that the Apion estate favoured a tenancy arrangement with its *enapographoi georgoi*, which left them with a marketable surplus of the produce in remuneration. This in turn suggests that, apart from their special fiscal status and its attendant restrictions, these farmers probably did not differ much from their non-adscript counterparts in Egypt as far as their contractual labour relationships were concerned. The analysis of P.Oxy. 5123 is an opportunity to bring other relevant documents into the discussion.

The document is written on a large square sheet of papyrus, which is unfortunately missing a significant portion from its upper right-hand corner. It is addressed by two *enapographoi georgoi* to Flavius Apion II, through the usual

³ For references to these two types of documents and further bibliography, see N. GONIS, P.Oxy. LXX 4780 introd. and 4787 introd. On *prochreiai*, see Andrea JÖRDENS, *Vertragliche Regelungen von Arbeiten im späten griechischsprachigen Ägypten*, Heidelberg 1990, pp. 271–284, and further below, p. 11. On the land leases, see below, p. 11.

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

⁵ See further below, pp. 11–12.

intermediary servant Menas, and is dated to 22 May or 21 June 555.⁶ I reproduce lines 4–21 of the text with a translation, omitting the initial dating clause, the notary’s signature at the foot, and the docket on the back:

Φλαουίῳ Ἀπίωνι τῷ π[ανευφ]ήμῳ καὶ ὑ[περφ]υεστάτῳ ἀπὸ ὑπάτων ὀρδιναρίων γεουχοῦντι
 5 καὶ ἐνταῦθα τῇ λαμπρᾷ [Ὁξυρυγχιτ]ῶν πόλει διὰ Μηνᾶ οἰκέτου τοῦ ἐπερ(ωτῶντος) καὶ
 προσπορ(ίζοντος)
 τῷ ἰδίῳ δεσπότη τῷ [αὐτῷ παν]ευφήμῳ ἀνδρὶ [τὴν ἀγωγὴν καὶ ἐνοχὴν Αὐρήλιοι Ἀπολλῶς]
 υἱὸς Ἀβρααμίου μητρ[ὸς] καὶ Ἀτρῆ[ς υἱὸς Φιβ μητρὸς . c. 7 ἀμφότεροι ὁρμώμενοι]
 ἀπὸ κτήματος Πέραν Μερμέρθων κτήματ[ος τῆς ὑμετέρας ὑπερφ]υείας τοῦ Ὁξυρυγχ(ίτου)
 νομοῦ]
 ἐναπόγραφοι αὐτῇ[ς γ]εωργοὶ χαίρειν. ὁμολογοῦμεν ὀφείλειν [καὶ χρεωστεῖν τῇ ὑμετέρᾳ]
 10 ὑπερφ]υείᾳ, ὑπὲρ [c. 4] . ῥύσεως οἴν[ου τ]ῆς παρούσης [τρ]ίτης [ἰνδ(ικτίων)ο(ς) c. 16]
 αὐτῇ, οἴνου διτ[λᾶ δια]κό[ς]ι[α π]εντήκον[τα] ἔ[ν]νέα. ἔσχαμε[ν δὲ παρὰ τῶν δια]φ[ε]ρ[όντων
 τῇ]
 ὑμετέρᾳ ὑπερφ]υείᾳ χρ[υ]σο[ῦ νόμ]ιμ[α] ἔ[ν] καὶ ὁμολογοῦμεν παρασχεῖν αὐτῇ ὑπὲρ τούτου
 ἕτερα οἴνου ση[κώματ]α ἐβδ[ο]μήκοντα [c. ? γί(νεται) ὁ(μοῦ) οἴν(ου)] σηκ(ώματα) τεθ ~~ς~~,
 ὄνπερ οἴνον [παρὰ λην]ὸν ἀπὸ [γ]λαύκου [ἀδόλου, τῶν διαφερόντων τῇ] ὑμετέρᾳ
 ὑπερφ]υείᾳ]
 15 παρεχόντων [ἡμῖν τὰ] κοῦφ[α]. ὁμολογοῦμεν ἀποδοῦναι αὐτῇ μετὰ καὶ τῆς ἡμῶν ῥύσε[ω]ς
 ἐν τῷ Μεσορῇ μ[ηνὶ τῆς] ἐν θεῷ ῥύσεως τετάρτης ἰνδ(ικτίων)ο(ς) ἀνυπερθέτως καὶ ἄνευ
 πάσης
 ἀντιλογίας κ[ινδύν]ῳ τῶν ἡμῖν ὑπαρχόντων ὑποκειμένων εἰς τοῦτο. κύριον τὸ γραμμ(άτιον)
 ἅπλοῦν γραφὲν καὶ ἐπερωτηθέντες ὁμολογήσαμεν. (m. 2) † Αὐρήλιοι Ἀπολλῶς υἱὸς
 Ἀβρααμίου καὶ Ἀτρῆς υἱὸς Φιβ οἱ προγεγραμμένοι πεποιήμεθα τοῦτο τὸ γραμματίου
 20 τῶν τοῦ οἴνου τριακοσίων εἴκοσι ἐννέα γεουχικῶν καὶ ἀποδώσομεν ἐν τῇ προθ(εσμίᾳ) καὶ
 στοιχεῖ ἡμῖν πάντα ὡς πρόκ(εῖται). Βίκτωρ υἱὸς Φιλοξένου ἔγραψα ὑπὲρ αὐτῶν ἀγραμμ(άτων)
 ὄντων.

14 l. γλεύκου 19 l. γραμμάτιον

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

‘We acknowledge that we are in debt and owe to your excellence on account of ... of the flow of wine of the present third indiction ... to you, two hundred and fifty-nine *dipla* of wine. And we have

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

received from the subordinates of your excellence one gold solidus, and we agree to provide to you on account of this an additional seventy *sekomata* of wine ..., grand total 329 *sekomata* of wine; which wine we agree to deliver to you, with our flow as well, at the winepress from the unadulterated must, the subordinates of your excellence providing to us the empty jars, in the month of Mesore of the (God willing) flow of the fourth indiction, without delay and without any dispute, at the risk of our property which is pledged to this end. The deed, written in a single copy, is normative, and in reply to the formal question we gave our assent.’

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

The document begins as an acknowledgement that the two *enapographoi georgoi*, who originate from a hamlet belonging to the Apiones,⁷ owe to the estate 259 *sekomata* of wine from the previous year’s vintage.⁸ In line 11, they further acknowledge that they have received a certain sum of money, probably one solidus, for which they agree to supply an additional 70 *sekomata*. The total 329 *sekomata* are to be delivered in the form of must in the month of Mesore (July/August), that is, about three months after the date of the document, on the security of their property. This unusual contract does not have exact parallels. I am unaware of a similar acknowledgement of debt on the part of *enapographoi georgoi*.⁹ As a result of the lacunae in line 10 it is difficult to gauge the nature of the two farmers’ indebtedness for 259 *sekomata*. After **ὑπέρ**, only the faint trace of an oblique ascending from left to right is visible, which is best compatible with **ε**. After a lacuna of four or five letters, there are two small traces at line level, a right arc and a left arc. **ἐ[χθέρει]ως** (‘arrears’) would fit the space and traces well enough and would supply adequate sense.¹⁰

⁷ **Πέρα(ν) Μερμέρθων** recurs in the Apionic accounts P.Oxy. XIX 2244.8 (528, 543, or 558; see N. GONIS, *Zeitschrift für Papyrologie und Epigraphik* 150 (2004), p. 201), XVIII 2207.26 (6th/7th c.; re-ed. A. BENAÏSSA, *Tyche* 30 (2015), pp. 211–212), and LXXXIV 5453.i.5 (5th/6th c.). On its location, see my note on P.Oxy. LXXVII 5123.8. In P.Oxy. LXXXIV 5458.21 n., I suggest that it is identical to the Apionic hamlet known as **Πέρα** *tout court*.

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

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

¹⁰ For **ἐχθέρει οἴνου**, cf. P.Princ. II 88.1 (Oxy.; 5th c.) and P.Oxy. XVI 2051.iii.16–20 (6th/7th c.). Incidentally, if P.Princ. 88 does concern arrears, one should probably resolve the abbreviations in lines 2–3 in the dative rather than in the genitive; for the meaning of **παρά** + dative in Apionic accounts, see P.Oxy. LXXXIV 5460.1 n.

The second part of the document is clearer. In lines 11–15, the *enapographoi georgoi* agree to supply 70 *sekomata* of wine to the estate in return for a certain sum of money. The formulas used are notably identical to those of Oxyrhynchite ‘sales on delivery’ (‘Lieferungskäufe’, ‘vendite a termine’), that is, sale contracts in which the price is received in advance and the delivery of the goods is stipulated for a predetermined future date.¹¹ The formula ὁμολογοῦμεν παρασχεῖν] αὐτῇ ὑπὲρ τούτου (sc. νομίσματος ἑνός) (12) and the conditions of delivery of the wine in lines 14–17 are characteristic of some contracts of this type.¹² The sum received for the 70 *sekomata* of wine, which I restore as νόμ]ιςμ[α] ἔ]ν (one solidus) on the basis of singular τούτου at the end of the line, is close enough to the range of prices in Oxyrhynchite sales on delivery. Using a maximum *sekoma* of 8 sextarii, which was standard on the Apion estate,¹³ the 70 *sekomata* would be equivalent to 560 sextarii (c. 306 litres), whereas prices in sales on delivery range from c. 235 to 520 sextarii per solidus, with an average of 433 sext./sol. and a median of 474 sext./sol.¹⁴ A *sekoma* of 5 sextarii, the most frequently attested in Oxyrhynchus, would raise the price to 350 sext./sol. The month date of the contract, probably Pachon (April/May),¹⁵ is admittedly not very common in sales of wine on delivery but is attested in P.Oxy. LXI 4132 (619) and SB XXII 15595 (Herm.; 6th/7th c.).¹⁶

To return to lines 9–11, what is the nature of the 259 *sekomata* owed to the estate? Could they also relate to a sale on delivery, for example reinstating debt for wine that was not delivered according to a previous contract of this type? I find this plausible in view of the fact that the 259 *sekomata* are lumped together with the additional 70 *sekomata* in the total given in line 13 and are therefore subject to the

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

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

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

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

¹⁵ See above, n. 6.

¹⁶ The docket on the back of SB 15595, containing the month date, was not printed in this re-edition: see SB XVI 12401.15.

same conditions of delivery.¹⁷ If this supposition is correct, it remains unclear why the sale was unfulfilled. The contract may recall acknowledgments of debt for sold wine that went bad, for which we have some examples.¹⁸ In line 10 of our papyrus, however, ὑπὲρ [ὄ]ξι[ων], which is attested in one of these documents,¹⁹ would not suit well space and trace. Of course, one can imagine other scenarios to explain why a sale on delivery went unfulfilled, such as irrigation problems, the destruction or sickness of vines, or the like.

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

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

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

¹⁸ P.David 10 = SB X 10285 (Oxy.; 522/3; BL XIII 132); cf. also P.Lond. I 113/11a, p. 223 = C.Pap.Jud. III 512 (Ars.; 6th/7th c., Thoth) and P.Oxy. XVI 1974 (499, Pachon; BL VII 143). In the latter document, the seller agrees to pay back the money he had received in advance. The usual deadline for the guarantee of the wine’s quality in sales on delivery is Tybi (December/January); see JÖRDENS, *Vertragliche Regelungen* (cit. n. 3), p. 325, and cf. JAKAB, *Risikomanagement beim Weinkauf* (cit. n. 11), pp. 133–145.

¹⁹ P.Oxy. XVI 1974.9–11: ὁμολο[γῶ] ὀφείλειν σοι καὶ χρεωστέιν ὑπὲρ ὄξων ἐκ τοῦ δοθέντος σοι παρ’ ἐμοῦ οἴνου κτλ., ‘I acknowledge that I am in debt and owe to you on account of the sour wine delivered by me to you etc.’

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

LVIII 3960 (621), and such sales have been discussed by Todd Hickey.²¹ Hickey remarks that the villages from which wine was purchased were not locales with Apionic vineyards,²² and that the implied prices in P.Oxy. 3960 ‘are much too high (from the *oikos*’ perspective) to have been sales in advance’.²³ Although Apionic vineyards are not yet positively attested in these villages, there is firm evidence connecting some of them to the Apion estate.²⁴ As far as geography is concerned, then, it is not wholly impossible that the persons who sold wine to the estate in P.Oxy. 3960 also worked on it. But since the sellers are not explicitly called *enapographoi* – which would not be expected in an account – and given the problematic prices signalled by Hickey, we cannot consider these accounts reliable parallels.

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

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

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

²³ *Ibid.*, p. 99.

²⁴ Peleas appears as a *ktema* with a *lakkos* in P.Oxy. XVIII 2197.191–192 (6th c.), an account of bricks that belongs to the Apion archive, and has an Apionic steward (*pronoetes*) in P.Oxy. LXXXIV 5466.21 (6th c.) and SB XX 15366.1 (535). Pousempous was the centre of an administrative district (*prostasia*) of the Apion estate; see P.Oxy. LXXXIV, p. 164.

²⁵ See N. GONIS, P.Oxy. LXX 4794.19–21 n., citing *Nov. Just.* 128.14 (545) εἰ συμβαίη γεωργοῦς τινα προσήκοντας ἢ ἐναπογράφους ἰδίαν ἔχειν κτήειν κτλ., 162.2 (539) πλὴν εἰ μὴ (κολωνοὶ) κύριοι γένοιτο κτήσεώς τινος ἰδίας, and *C.J.* 11.48.20 (529); cf. also FIKHMAN, ‘*Coloni adscripticii*’ (cit. n. 2), pp. 220–226. The forthcoming text mentioned above, p. 11, clearly attests ownership of land by a

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

If the hypothesis of surplus remuneration were true, we should expect to find *enapographoi georgoi* marketing their surplus to individuals or institutions other than their estate. But in that case they would not be expected to appear explicitly as *enapographoi* in such non-estate-related contracts.²⁶ In other words, it is perfectly possible that some sellers in extant sales on delivery were in fact *enapographoi georgoi* of an estate. This is precisely the case in P.Oxy. LXI 4132 (619), a sale on delivery of 800 five-sextarius *sekomata* of wine to a horse-doctor (*hippiatros*) for 8 solidi. The seller, Aurelius Ieremias son of Ioseph and Thaesia, is known to be an *enapographos georgos* of the Apion estate from another papyrus, the deed of surety PSI I 61.10–14 (609).²⁷ It is noteworthy that a number of sellers appearing in Oxyrhynchite sales of wine on delivery are from Apionic *epoikia* or *ktemata*, which are typical provenances of *enapographoi georgoi*.²⁸ This interpretation, finally, has the merit of explaining the otherwise puzzling phrase μετὰ καὶ τῆς ἡμῶν ῥύξε[ως] in the repayment clause in line 15 of P.Oxy. 5123. The ῥύξις here must refer to the ‘flow’ or ‘yield’ of wine due to the estate from the farmers (hence ‘our’, ἡμῶν).²⁹ They are stating that they will deliver the wine sold in advance from their surplus *together with* the share of the vintage normally due from them. The phrase has a parallel in an administrative letter, very probably Apionic, in which a *chartularius* requests from the *antigeouchos* that certain individuals be allowed two extra days to

non-Apionic *enapographos ampelourgos*.

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

²⁷ On the name of the mother, see BL XI 172 on P.Oxy. 4132.9 and BL XI 243 on PSI 61.11.

²⁸ E.g. Megales Tarouthinou: P.Col. VIII 245 (6th c.), P.Mich. XV 743 (622; BL XIII 140), SB V 8264 (524); Megalou Moucheos: P.Mich. XV 734 (572). On these villages, see my *Rural Settlements of the Oxyrhynchite Nome: A Papyrological Survey* (Version 3.0), Leuven – Köln 2020, downloadable from <https://www.trismegistos.org/top/>. On the provenance of *enapographoi georgoi*, see FIKHMAN, ‘*Coloni adscripticii*’ (cit. n. 2), pp. 198–199.

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

‘finish their yield of wine for the estate’, *ἕως οὗ πληρώσουσιν τὴν γεουχικὴν ῥύσιν αὐτῶν*.³⁰

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

The view of *coloni adscripticii* as essentially tenants is nothing new,³¹ but it is worth restating and corroborating the case given the now current idea that Apionic *enapographoi georgoi* were wage labourers in a régime of direct exploitation. Besides the texts discussed so far, sufficient other evidence can be adduced in support. The first is the unique contract P.Oxy. XVI 1896 (577). In this guarantee or *asphaleia*, seven *enapographoi georgoi* from an Apionic hamlet, together with their overseer (*phrontistes*), promise to supply 3000 *sekomata* of wine to the Apion estate in addition to arrears from the previous year. There is no mention of a monetary payment nor any phraseology of sales on delivery. The supply of the wine is described as *εἰς λόγον τῆς γεουχικῆς αὐτῆς ῥύσεως τῶν γεουχικῶν ἀμπέλων τοῦ ἡμῶν κτήματος* (16–17), ‘to the account of your estate’s flow from the vines of the estate on our holding’. Under the model proposed above, this must be a declaration of the fixed amount of the vintage due to the estate from the *enapographoi georgoi*, perhaps expressed through the written form of an *asphaleia* only because arrears are involved.³² That *enapographoi georgoi* could also be governed by individual lease contracts is now amply proven by P.Oxy. LXVII 4615 (505), LXXXII 5331 (474), 5332 (480), LXXXIII 5380 (578), 5383 (583).³³ Clauses regarding the payment of

³⁰ P.Oxy. XVI 1859.3 (early 7th c.; BL XIII 154). See also below on P.Oxy. XVI 1896. The expression *γεουχικὴ ῥύσις* recurs in P.Wash.Univ. II 105.2 (Oxy., BL X 284; 6th/7th c.).

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

³² HICKEY, *Wine, Wealth, and the State* (cit. n. 2), p. 63, similarly holds that ‘[t]he “landlordly yield” [i.e. *ἡ γεουχικὴ ῥύσις* in P.Oxy. 1859.3 and 1896.16] could well be a rent in kind’; cf. also p. 65: the ‘volume [of wine in P.Oxy. 1896] would seem to represent a fixed-rate payment for a total of 20 *arourai*’.

³³ On leases from Late Antique Oxyrhynchus, see Roberta MAZZA, ‘Gli affitti fondiari dell’Ossirinichite nell’età tardoantica’, [in:] B. PALME (ed.), *Akten des 23. Internationalen*

rent (φόρος or ἐκφόριον) by *enapographoi georgoi* appear in other types of documents.³⁴ P.Oxy. XVI 1982 (479) is an early receipt for the replacement part of a waterwheel with the clause (ὁμολογῶ) τοὺς φόρους εὐγνωμ[ο]νεῖν (20–21).³⁵ In P.Oxy. XXVII 2478 (595; BL V 82), the steward of a church gives surety that an *enapographos* gardener will ‘pay the rent due on it (i.e. the orchard) each year’ and that, should the gardener desert, he would himself ‘pay in full on his behalf the rents for the same estate-orchard’.³⁶ Similar references to rent payments by *enapographoi georgoi* are found in the deeds of surety SB XVIII 13949.12 (541) and P.Oxy. LXXXIII 5382.15 (582). In the non-Apionic loan of seed P.Oxy. LXIII 4398 (553), an *enapographos georgos* agrees to return the loaned amount to the landlord at the next summer’s harvest μετὰ καὶ τ[ο]ῦ φορικοῦ μου φόρου (27–28), ‘together with my rent of the same quality’, a phrase parallel to μετὰ καὶ τῆς ἡμῶν ῥύσε[ως] in P.Oxy. 5123.15.

One consequence of this review is that it takes some force away from Jairus Banaji’s insistence that *enapographoi georgoi* were (cash) wage labourers.³⁷ Banaji argues that the level of control exercised by estates over *enapographoi georgoi* goes far beyond the conditions of classical tenancy. He proposes instead that *enapographoi georgoi* are better understood as ‘legally coerced’ permanent wage labourers: in other words, a labour force that had permanent residence on the estate, was directly

Papyrologenkongresses, Wien, 22.–28. Juli 2001 [= Pap.Vind. 1], Vienna 2007, pp. 439–446, who rightly concludes that ‘la diffusione della grande proprietà non implica la scomparsa dell’affitto’ (p. 443). Other sixth-century leases from the Apion archive include P.Oxy. LXXXIII 5367 (537?), 5370 (mid 6th c.), 5374 (552/3), and possibly SB XXVI 16722 = P.Oxy. XVI 1968 (late 6th c.), but they do not preserve the identity of the lessees.

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

³⁵ P.Mil. II 64.12 (Oxy.; 440; BL XIII 134) contains a similar clause, but it is questionable whether ἐναπόγραφος should be restored in line 5; see N. GONIS, P.Oxy. LXVIII 4697.6–7 n. Giuseppina AZZARELLO, *Il dossier della ‘domus divina’ in Egitto* [= *Archiv für Papyrusforschung Beiheft* 32], Berlin – Boston 2012, pp. 59–60, suggests supplementing καὶ ὑδροπάροχος instead. Cf. also P.Oxy. XVI 1899.20–21 (476), where the recipient is not explicitly designated an *enapographos georgos*.

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

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

managed by it, and was remunerated for its labour through the payment of regular wages in cash.³⁸ For the last point, Banaji relies on the evidence of so-called *prochreia* agreements, which he interprets as wage advances. I prefer, however, with Roberta Mazza and Todd Hickey to see these *prochreiai* as conditional advances or loans ‘often to be consumed during the completion of a task’ rather than as straightforward wages for labour.³⁹ Whilst his economic definition of *enapographoi georgoi* as ‘permanent resident labourers’ is fundamentally correct, Banaji places too strong an emphasis on the payment of cash wages and direct management, whereas the evidence suggests that leasing was the estate’s normal mode of exploiting its lands and its preferred way of regulating relations with its agricultural labour force. In theory, one could maintain the characterization of *enapographoi georgoi* as wage labourers if ‘wage’ is understood in the broader sense of any remuneration for labour, including a share of the crop, and not specifically compensation in cash.⁴⁰ It is true that some forms of sharecropping were akin to hired labour, especially if the sharecropper contributed no resources of his own (such as draught animals and tools) and received only a small share of the crop.⁴¹ We do not have sufficient data to make a conclusive judgement on the issue with regard to *enapographoi georgoi*, but it is clear that some of them at least were not sharecroppers of this sort. Two of the extant leases with *enapographoi georgoi* explicitly stipulate a fixed rent payment rather than

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

³⁹ MAZZA, *L’archivio degli Apioni* (cit. n. 2), pp. 125–128; MAZZA, ‘Gli affitti fondiari dell’Ossirinchte’ (cit. n. 33), pp. 441–442 (cf. p. 442: ‘L’anticipo è dunque collegato, in questi casi, non tanto con un rapporto di lavoro, quanto con l’affitto e la coltivazione di un terreno’); HICKEY, *Wine, Wealth, and the State* (cit. n. 2), pp. 84–85 (quote from p. 85). See also B. HAUG [in:] J. G. KEENAN, J. G. MANNING & U. YIFTACH-FIRANKO (eds.), *Law and Legal Practice in Egypt from Alexander to the Arab Conquest*, Cambridge 2014, pp. 435–437. The *prochreiai* explicitly involving *enapographoi* are P.Amh. II 149 (6th c.), P.Iand. III 48 (582), SB XXII 15362 (614/15; see P.Oxy. LXXII 4901.4 n.), and P.Oxy. I 194 descr. (6th c.), the latter to be published by T. M. Hickey and myself. I am aware of two other unpublished examples in the Oxyrhynchus collection at Oxford, one of which is a land lease combined with a *prochreia*.

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

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

a share of the produce.⁴² The fact that Aurelius Ieremias in P.Oxy. 4132 (see above) was able to sell 800 five-sextarius *sekomata* of wine – the equivalent of 4,000 sextarii or 2,184 litres – to an external buyer shows that some *enapographoi* were not left with a mere pittance after paying their rent or the landlord's share. Finally, the frequent ownership of animals by *enapographoi* suggests that they could furnish resources of their own when taking on leases and were not in the same position as the destitute sharecroppers of the Arsinoite nome.⁴³

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

⁴² P.Oxy. LXXXIII 5380.16–17 (578) and 5383.21–22 (583); in the latter the rent is payable both in wheat and in money. Of the other leases, P.Oxy. LXVII 4615 (505) and LXXXII 5332 (480) do not preserve the rent clause, while P.Oxy. LXXXII 5331 (474) refers to a rent payment 'in accordance with your list of exactions (*apaite Simon*)', i.e. the estate's rent roll.

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

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

⁴⁵ *Ibid.*, pp. 81–89.

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

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

⁴⁸ 14–15 **καὶ τὰ[ς] ἀ]γρλήσεις καὶ ὕδροπαρο[χίας c. 12] εἰν ἀμέμ[τ]ως**; see the note ad loc. for parallels and possible supplements.

acknowledges that ‘the fiscal nature of the status suggests that we should be wary of defining it by the work that those possessing it performed’.⁴⁹

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

These questions apart, the main thrust of my argument is that, whatever the level of legal dependency of Apionic *enapographoi georgoi* vis-à-vis their landlord, they do not appear to have been subjected to special or radically different economic arrangements from most other farmers in Late Antique Egypt: they were usually governed by tenancy agreements; they were remunerated with the produce remaining after the payment of their rent; and they had the possibility of marketing that surplus either to their own estate or to outside parties. Attempts to restrict them to a particular socio-economic niche or type of labour are not borne out by the evidence. I therefore join Jean-Michel Carrié in considering the adscripticiate primarily a fiscal institution

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

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

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

⁵² P.Oxy. LXXXIII 5383.9–14 (583) with 14 n. Cf. also P.Oxy. LXXXIII 5380.7–9 (578) with 9 n.

that did not entail or presuppose specific labour relations with the landlord and a significantly worsened economic condition.⁵³ In reality, *enapographoi georgoi* were not a homogenous labour group, and their economic activities and social conditions must have varied according to personal circumstance. Some may well have been heavily indebted landless wage labourers or sharecroppers not remunerated beyond subsistence level, while others may have become relatively prosperous tenants and even possessed land of their own. We know, after all, of a property-owning *enapographos georgos* who was formerly a village headman (*meizon*) as well as *enapographoi* who were not farmers, such as sailors and traders or agents.⁵⁴ Specialised labourers like gardeners and vinedressers illustrate the varieties of work performed by *enapographoi* within the agricultural sector.⁵⁵ It is in fact likely that the majority of residents of estate *epoikia* were *ipso facto* – by virtue of their *origo* – *enapographoi*, for it would be otherwise difficult to explain why so few contracts survive between the Apion estate and non-*enapographoi* from these hamlets.⁵⁶ The epithet *enapographos* only indicated an individual's registration in the estate's tax-rolls and the resulting restrictions on his freedom of movement and some of his rights,

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

⁵⁴ *Meizon*: P.Oxy. LXX 4794 (580); on the relatively comfortable financial standing of Oxyrhynchite *meizones*, see L. BERKES, *Dorfverwaltung und Dorfgemeinschaft in Ägypten von Diokletian zu den Abbasiden*, Wiesbaden 2017, p. 74. *Enapographos nautes*: P.Oxy. LXXXIII 5384 (584). *Enapographos pragmateutes*: P.Oxy. 4794.12–13. Other *enapographoi* who were not *georgoi* are listed by N. GONIS, P.Oxy. LXX 4790.27 n.; cf. also P. Pintaudi 19.12–13. A similar conclusion is reached by MCCONNELL, *Getting Rich in Late Antique Egypt* (cit. n. 37), pp. 18–20, 39; cf. p. 40: 'The *georgoi* who did lease and live in the Apion-associated *epoikia* and *komai* were not of homogenous social and economic status, and the types of arrangements possible with the estate were similarly varied'.

⁵⁵ *Enapographos pomarites*: P.Oxy. XXVII 2478 (595; BL V 82). *Enapographos kepouros* who was also an overseer (*phrontistes*): P.Amh. II 149 (Oxy.; 6th c.). *Enapographos ampleourgos* who owned land: P.Oxy. inv. 40 5B.110/F(1)a (forthcoming; see above, p. 11). For the multifarious activities of the 'entrepreneurial' Apionic farmer Pekysius son of Paulus, see P. VENTICINQUE, 'Risk management: social capital and economic strategies on late Roman estates in Oxyrhynchus', *Historia* 63.4 (2014), pp. 463–486. As he appears only in estate accounts, we cannot tell whether he was an *enapographos*, but he may well have been, since he originates from the Apionic *epoikion* of Loukiou.

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

but such a status does not appear to have turned its holders into an economically distinct and uniform labour force.

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