Antimisthosis in the Dioscorus Archive*
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One of our major sources of information about 6th century Egypt, the Dioscorus archive, has yet to be fully exploited. Some of the older editions, those dating from the beginning of the 20th century, need revision and about eighty descripta remain virtually unpublished. A thorough re-edition is often a prerequisite to any attempt at conducting an extensive study of the documentation.1 For the last two years, I have been engaged in this double work, emendation and commentary, on the rent contracts and rent receipts for agricultural land in and around the antique village of Aphrodite, a corpus of one hundred texts of which the leases form the majority (sixty-nine papyri).2 These are mainly designated as misthosis or misthotike homologia but the term antimisthosis also appears and, in the case of this particularly under-represented documentary type, corrections of existing texts and editions of descripta have yielded significant results, both on particular and general issues.

I. An extended and revised corpus

Very few documents have been identified as antimisthoseis, not only because the type is extremely rare but also because scholars so far only considered the papyri in which the word itself appears. In one of the latest studies to address the question – although as part of a larger reflection – J.G. Keenan devoted a few pages to the three then known representatives of the kind, P.Cair.Masp. I 67107, P.Michael. 43 and PSI IV 283.3 In 1996, a fragmentary text was published by A. Syrcou4 (= SB XXIV 15959). I shall first mention several corrections made in these papyri, before presenting the new evidence I have gathered.

The date of P.Cair.Masp. I 67107 has long been the subject of a debate. The name of the consul is in a lacuna and two restorations are possible: ύπατειας Φλανυ[ου Φιλοξένου]υ or ύπατειας Φλανύ[ου

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* For financial support enabling me to attend the Ann Arbor Congress, acknowledgement is made to the Institut de papyrologie de la Sorbonne (EA 2558) and the Institut de recherche et d'histoire des textes (UPR 841). I would also like to record my gratitude to the various institutions and people who helped me in the course of my research: the CNRS unit "Etude des civilisations de l'Antiquité" (UMR 7044) and Prof. J.-L. Fournet for providing me with the digital images of the Dioscorus papyri; the Institut français d'archéologie orientale, for the grant of two bursaries in order to consult the original documents kept in the Cairo Museum, and Mr. S. Hassan, curator of the department of papyrology at the Cairo Museum, who gave me access to them; Prof. R. Pintaudi, curator of the papyri collection in the Biblioteca Laurenziana, who also provided an access to the papyri in this collection. I am very grateful to Prof. J.-L. Fournet for his comments both on style and substance and to Prof. A. Bülow-Jacobsen for correcting the English of these pages. Any defects that remain are naturally my responsibility.


2 This paper focuses on ten documents from the corpus of my Ph.D., prepared at the École Pratique des Hautes Études and at the Université Paris Sorbonne-Paris IV. The subject, "Les baux ruraux à Aphroditô au VIe siècle de notre ère: les contrats de location et les reçus de loyer des archives de Dioscor," has been suggested by my supervisor, Prof. J.-L. Fournet.


As the end of the contract is missing, so are the subscriptions, and in particular that of the notary; but I have identified the hand of Ouiktôr 1, whose period of activity extends from 506 to 535. A dating by the consulate of Justin (540) is therefore too late in the century; the text must be assigned to the year 525.

\textit{P.Michael. 43} presents the peculiarity of featuring both a lease, in the form of an \textit{antimisthosis}, and an acknowledgement of debt. The current location of the papyrus is unknown and the edition only provides a partial reproduction. However, all the information relevant to my demonstration – formula of the \textit{antimisthosis} and identity of both landlord and tenant – is preserved or has been correctly restored by the editor.

\textit{SB XXIV 15959} also combines an \textit{antimisthosis} and an acknowledgement of debt but the papyrus is more fragmentary than \textit{P.Michael. 43}. It only contains the last two lines of the lease, the acknowledgement of debt and the subscriptions; about one third of the breadth is missing on the left side. This lacuna has been underestimated by the editor and the miscalculation imposes corrections at the beginning of every line. I mention here the revisions in the \textit{kyria}-clause and the subscription: ή ἀντιμίσθοσ(ωςις) κυρία καὶ βεβαιά, | [καὶ ἑπερωτηθεὶς] ὤμιλολόγησα. \[\text{(m²)}\] Αὐρήνης Βόττος ὁ προκ(είμενος) ἔξει[|μίσ-θωρα] καὶ στοιχὶ ὡς πρόκ(ειται) (ll. 10–12). The landlord is to be identified with the \textit{protokometes} Bottos son of Promaôs.

\textit{PSI IV 283} has been known specifically as an \textit{antimisthosis} since J.G. Keenan’s emendation of \[\text{ή} \] to \text{ἀντιμ[θωρας]} (l. 24). The \textit{kyria}-clause must be restored ή ἀντιμ[θωρας] | κ[υρία καὶ βεβαια, καὶ ἑπερ] ὀπτήθ[έντες] ὤμολογ[ήσαμεν] (ll. 24–25). Another correction concerns the identity of the landlord, not a pagarch Alexandros for whom there is no other attestation in the Dioscorus Archive, but the well-known pagarch Ioulianos: Φιλά(ύνως) Ἰουλιανός ἐνδοξατο[(ατος) ἴλλο]ύστρη[σ] | καὶ π[αγαρχ] | τῆς Ἀντ[ιοπολ]τ[τ] (ll. 5–6). The restoration of the function led me in turn to the reading of l. 10, where the contract mentions the duration of the lease, "for as long as [we shall be in charge] of the pagarchy of the same city." In addition to those four documents, I have identified another long-known contract as an \textit{antimisthosis}, despite the absence of the word in what remains of the papyrus. \textit{P.Cair.Masp. I 67103} consists of two independent fragments which preserve, on the one hand, the beginning of the lease (date and address)
and, on the other, the subscriptions. The kyria-clause is in a lacuna; therefore the exact terminology is lost, but the address and the subscription by the landlord, who signs using the verb ἐκμισθάω, are typical of the antimisthosis (cf. infra).

Two others leases, written for the most part in the usual form of the misthosis, present limited traits of the antimisthosis. In P.Cair.Masp. I 67105 the subscription is written by the landlord: (m²) † ὁ δημόσιος λόγος δι(*) ἡμῶν | Βίκτωρ καὶ Ἐνώξ ἐξ(πελλευτῶν) δι(*) ἐμοῦ | Φοιβάμων ἀπα- [τη(ποι)] ἐξεμισθάω σα {s} ὡς προκ(είται), χμυ † (ll. 27–30). In P.Lond. V 1690 the endorsement reads [ἀ]ντιμισθάως τοῦ ἀγίου μοναστηρίου Ζμ[ινος].

P.Lond. V 1841 desc., partially transcribed by H.I. Bell, was rightly described by J.G. Keenan as "a lease in the rarely surviving antimisthosis format." Consultation of the original enabled me to make several corrections, in particular in the opening formula ἐξεμισθάως σοι (l. 8), and to read the endorsement: ἄντιμισθάως Θε[ον ὅ] σ[α] το[π] τοῦ μέρους, followed by an illegible toponym.

Finally, the reedition of two papyri, only described by J. Maspero, further completes the corpus. The first consists of the join I have made of three pieces edited under different numbers with only the partial transcription of the notary’s signature in the third fragment. P.Cair.Masp. II 67236 desc., in one piece, represents the top right half of the total fragment; P.Cair.Masp. II 67241 desc., a puzzle of five fragments several of which were not in their right position under the glass, represents the top left half; P.Cair. Masp. II 67262 desc. preserves the bottom right half. This last piece (frag. B) is not contiguous to the main part (frag. A).

<table>
<thead>
<tr>
<th>P.Cair.Masp. II 67236 desc. + 67241 desc. + 67262 desc.</th>
<th>Plates I—II</th>
<th>A) l. 12.7 x h. 12.8 cm</th>
<th>B) l. 7.5 x h. 9.3 cm</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD 514–527</td>
<td>Aphrodité</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

→ [± 13 ἐκκλησίας ἄπα]
Παμινιο[ν] σὺν λάκκῳ καὶ μονῆ καὶ
παντὶ δι[κ]αίῳ κατὰ τὰ ὀρία, ἐφ’ ὃ σε
4 τοῦτο γεωργήσαι καὶ σπερμοβολήσαι
καὶ τοὺς φ[ό]ρους παρέξεις μο[ι]
ἐπ’ ἀποστάκτῳ σίτου καθαρῷ ἀρτά[βας]

11 In the Byzantine period, leases are written from the standpoint of the lessee, who acknowledges to have leased the land from the landlord (μεισοθωμα παρὰ σοῦ or ὁμολογοῦ μεισθωματα παρὰ σοῦ) and signs the document (ὁ δεῖνα μεισθωμα

12 J. Maspero edited [Ἀυρ()] Φοιβαμων (l. 29) and ἐξεμισθσθα (l. 30).
13 H.I. Bell proposed [τη] at the beginning of the endorsement.
14 Keenan, op.cit. (above, n. 3) 143, n. 30.
15 H.I. Bell read μεισθσθα κα σοι and mentioned the existence of an endorsement being "only partially legible" (P.Lond. V, p. 268).
thing else than a simple lease in an adapted formula. Cf. H. Comfort, “Notes on requests and

land leases,” Mr. S. Hassan for giving me permission to take pictures of the newly assembled and restored papyri.

The second papyrus, P.Cair.Masp. II 67242 descr., is complete but in a very bad condition.16 J. Maspero described it as "presque entièrement rongé par le sebakh," indicated the date and gave the transcription of a couple of lines only. These contracts being very formulaic, I have been able to restore most of the text, from which I quote the beginning of the address, transcription of a couple of lines only. These contracts being very formulaic, I have been able to restore

most of the text, from which I quote the beginning of the address, 

16 I am particularly indebted to Mr. M. Mohammed from the Cairo Museum for assembling of P.Cair.Masp. II 67236 descr. + 67241 descr. and the important restoration work he realized on P.Cair.Masp. II 67242 descr. I would like to thank Mr. S. Hassan for giving me permission to take pictures of the newly assembled and restored papyri.


referred to as an ἀντιμίσθωσις and emanating from the purchaser, at a time when drafting by the seller in praseis was as much de rigueur as drafting by the tenant in misthoseis.

In keeping with this interpretation and in spite of J.G. Keenan’s suggestion of a two-stage process to explain the existence of this special form of lease – first a regular misthosis was established, then a copy was made for the lessee and the text adapted so that it would appear to have been written by the lessor – I consider that the antimisthosis was as genuine as the misthosis and the text directly written in its specific form. Documents show that there is an exact equivalence between the two words, and therefore between the two types of contract. The antimisthosis stands on its own and to all intents and purposes is as legally valid and binding as the more common misthosis.

By doubling the number of documents under consideration – eight papyri, to which I add the two marginal uses of elements typical of the antimisthosis in P.Cair.Masp. I 67105 and P.Lond. V 1690 – it becomes possible to detail the specificities of its diploma, already outlined in a general way by J.G. Keenan. I establish three distinctive features.

The first, of course, is the use of the word ἀντιμίσθωσις itself, in the kyria-clause, the signature of witnesses or the endorsement, with the further difference that it is the name of the lessor which is then recalled on the verso and not that of the lessee as is the rule in misthoseis.

The second is the use of the verb ἐκμισθῶ (in the active) by the landlord in the opening formula of the contract and in the subscription, instead of the simple μισθῶ (in the middle) by the lessee in misthoseis. Also, antimisthoseis seem to have been written exclusively as cheirographa, whereas in the Dioscorus archive homologiai are more common among misthoseis.

Finally, the point of view of the expression is reverted: the first person refers to the landlord, from whom the contract emanates, and the second person to the lessee. The presence of any of those three elements in a lease from Aphrodite indicates that we are dealing with an antimisthosis, or at least, that the passage has been worded according to the diplomatic rules of the antimisthosis.

137). A. Syrcou’s interpretation of the antimisthosis as a "contract where the lease comes as a result of the loan to secure it" (op.cit. [above, n. 4] 104) is too limited and does not account for the six other documents which, unlike SB XXIV 15595 and P.Michael. 43, do not feature an acknowledgement of debt after the lease.

19 Keenan, op.cit. (above, n. 3) 143.

20 In P.Michael 43, two witnesses refer to the contract as an antimisthosis (ll. 23 and 24), but one as a simple misthosis (l. 22). P.Cair.Masp. I 67105 and P.Lond. V 1690 present a mixture of both types. In P.Ross.Georg. III 33, a contract of sublease for the same γεωργίον as in P.Cair.Masp. I 67107, the original lease between Bēsariôn and the priest Iōannês, son of Makarios, is simply referred to as a misthosis (ll. 20–22: [π]ρὸς τὴν δύναμιν | [τῆς μισθώσεως] τοῦ αὐτοῦ ἐφαρμοστάτου | [προεβ(υτέρου)]). Finally, we do find elsewhere in Egypt at the same period a few rent contracts emanating from the lessor and these are designated as misthoseis: BGU I 349 (313), SB XVI 13004 (314), P.Gen. I 10 (316), P.Rain.Cent. 101 (427), CPR X 119 (491), SB XXII 15729 (639).

21 Keenan, op.cit. (above, n. 3) 143: "They [antimisthoseis] were formulaically adapted. (...) The antimisthosis has the lessor in the first person and usually uses the verb form ἐξεμισθῶσα or some variation thereof."


23 For the antimisthosis: five cheirographa, and three documents where the formula is lost; for the misthosis: forty-one homologiai (ὅμολογῳ - - - μισθώσασθαι παρὰ σοῦ), eight cheirographa (μεμισθωμεία παρὰ σοῦ) and eleven documents with the beginning of the contract in the lacuna.
antimisthosis

<table>
<thead>
<tr>
<th>Address</th>
<th>antimisthosis</th>
<th>misthosis</th>
</tr>
</thead>
<tbody>
<tr>
<td>ό δείνα (landowner) τῷ δείνι (tenant)</td>
<td>τῷ δείνῃ (I) ὁ δείνα (I) τῷ δείνι (I) παρὰ τοῦ δείνου (I)</td>
<td></td>
</tr>
<tr>
<td>Opening formula</td>
<td>ἐξεμίσθωσα σοι</td>
<td>μεμίσθωμαι παρὰ σοῦ ὁμολογῶ μεμισθωσθαί παρά σοῦ</td>
</tr>
<tr>
<td>Discourse</td>
<td>1st person = landowner 2nd person = tenant</td>
<td>1st person = tenant 2nd person = landowner</td>
</tr>
<tr>
<td>Kyria-clause</td>
<td>ἡ ἀντιμίσθωσις κυρία καὶ βεβαία</td>
<td>ἡ μίσθωσις κυρία καὶ βεβαία</td>
</tr>
<tr>
<td>Subscription</td>
<td>the landowner ἐξεμίσθωσα</td>
<td>the tenant μεμίσθωμαι</td>
</tr>
<tr>
<td>Endorsement</td>
<td>ἀντιμίσθωσις + name of the landowner</td>
<td>μίσθωσις + name of the tenant</td>
</tr>
</tbody>
</table>

III. Social considerations

The following table records some elements of information provided by the ten documents discussed in this paper, in particular the identities of landlord and tenant, with the indication of their social status and origo.

<table>
<thead>
<tr>
<th>Date</th>
<th>Notary</th>
<th>Landowner</th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.Michael. 43</td>
<td>8.6.526</td>
<td>Abraam</td>
<td>The daughters of Fl. Samouêl, s. Kollouthos, soldier of the numeros of the Ptolemaïd nome (Tanyaithis, Apollonopolite Minor)</td>
</tr>
<tr>
<td>P.Lond. V 1690</td>
<td>29.8.527</td>
<td>Abraam</td>
<td>The koinon of the monks of the monastery of Zmin (Panopolite)</td>
</tr>
</tbody>
</table>

²⁴ For a list of the documents drafted and signed by the notary Isak, and an estimation of his period of activity, cf. Diethart and Worp, op.cit. (above, n. 6) 27–28.

²⁵ I adopted the Latin transliteration which is closest to the original Greek (Βικτόρ Μακάριος vs. Οὐίκτωρ).
In the introduction to his study on absentee landlordism, J.G. Keenan indicates that "land tenure at Aphrodito (...) suggests a rich and varied tapestry (...). It is even possible to perceive a taxonomy of Aphroditan landholders, ranging from indigenous magnates, secular absentee landlords, monastic and ecclesiastical landlords (whether based in Aphrodito or elsewhere) to native small-holders." Later on, he focuses on two categories of landowners, secular absentee and monasteries and churches, and considers only two kinds of documents, antimisthoseis and rent receipts. These restrictions might suggest a link between the landlord's status and the typology of the lease: misthosis for local individuals, antimisthosis for institutions and absentee landlords.

Yet, in the newly extended corpus all the different kinds of lessors are attested: secular absentee landlords (P.Michael. 43 and PSI IV 283); public institution (P.Cair.Masp. I 67103 and 67105); monasteries (P.Cair.Masp. II 67142 descr. and P.Lond. V 1690); Aphroditan landholders (P.Cair.Masp. I 67107, II 67236 descr. + 67241 descr. + 67262 descr., P.Lond. V 1841 descr. and SB XXIV 15959).

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26 J.-L. Fournet, in his introduction to P.Köln X 421 (pp. 186–187), has added to the list of documents attributed to Abraam and has limited his period of activity to the years 524–545. A few other contracts are to be attributed to this notary, among which are P.Lond. V 1699 (11 August 520), P.Lond. V 1693 (summer or autumn 523) and P.Lond. V 1688 (24 December 523).

27 The identity of the tenants, who originate from Thmonechthē, a neighbouring village of Aphrodite, is recorded in one of the most damaged sections of the papyrus. The patronym of one of them reappears later in the document. The plot of land (ktēma) used to be leased out to the father: διασκέδαιμον ἐν πεδίῳ κόμης Θ[μον]έχθη πρῶτερον ὑπὸ Στεφάνου [τ]ῇ ὀν σὸν πατέρα (l. 12).

28 Keenan, op.cit. (above, n. 3) 141. The classification here considers the entire documentation which provides information on land tenure at Aphrodite: rent receipts, leasing agreements with an absentee landlord as well as between Aphroditans, sales, etc.
On the other hand, when one considers the category of tenants in *antimisthoseis*, the list appears to be limited to members of the village elite: Bêsariôn and Apollôs both made a public career as *protokometes*; Paulos son of Mousaios presents himself as a joint tax-payer (συντελεστής).²⁹ Phoibammôn son of Triadelfhos is known as a *protokometes* (*SB* XX 15018, 2) and a joint-tax-payer (*PSI* IV 283, 7). In *P.Cair. Masp. II* 67242 *descr.*, the two tenants from Thmonechthê pay one of the highest rent in the documentation (sixty-three artabas of wheat, three *nomismata* for the barley and the date-trees, eight carats for a pigeon house and other contributions in nature). They must be men of means, local residents who offered guaranties of payment.

The distribution of leases between *mistrois* and *antimisthosis* may depend on the social status of the lessee. For the sake of comparison, I have first considered the category of tenant in the *misthoseis* addressed to a secular absentee landowner, a public institution, or a monastery, each of whom is rather underrepresented in this type of lease.³⁰ The following table shows a clear division between *antimisthoseis*, reserved for the local elite, and *misthoseis*, emanating from tenants belonging to a lower order of the village society.³¹

<table>
<thead>
<tr>
<th>Landowner</th>
<th>antimisthoses</th>
<th>misthosis</th>
<th>Tenant in misthoseis</th>
</tr>
</thead>
<tbody>
<tr>
<td>secular absentee landlord</td>
<td><em>P.Michael. 43</em></td>
<td><em>P.Cair. Masp. III</em> 67113</td>
<td>shepherd</td>
</tr>
<tr>
<td>PSI IV 283</td>
<td><em>P.Flor. III 281</em></td>
<td><em>P.Lond. V 1689</em></td>
<td>shepherd</td>
</tr>
<tr>
<td></td>
<td><em>P.Cair. Masp. I</em> 67104³²</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>δημόσιος λόγος</td>
<td><em>P.Cair. Masp. I</em> 67103</td>
<td><em>P.Cair. Masp. I</em> 67106</td>
<td>shepherds</td>
</tr>
<tr>
<td></td>
<td><em>P.Cair. Masp. I</em> 67105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>churches or monasteries</td>
<td><em>P.Cair. Masp. I</em> 67242 <em>descr.</em></td>
<td><em>P.Cair. Masp. I</em> 67101</td>
<td>shepherd</td>
</tr>
<tr>
<td></td>
<td><em>P.Lond. V 1690</em></td>
<td><em>P.Köln. II</em> 104 + <em>P.Vat. Aphrod. 2</em></td>
<td>illiterate</td>
</tr>
<tr>
<td></td>
<td><em>P.Hamb. I</em> 68</td>
<td><em>P.Lond. V</em> 1698</td>
<td>village elite</td>
</tr>
</tbody>
</table>


³⁰ I have left out of this discussion two leases described as *homologiai* and presenting some untypical formulas which set them apart from the common *misthosis* (*P.Cair. Masp. I* 67108 and *P.Mich. XIII* 667), as well as the seven fragmentary documents in which the identity of the lessor is not preserved (*P.Cair. Masp. II* 67239 *descr.*; *P.Lond. V* 1697; 1879 *descr.*; *P.Michael. 60*; *P.Palau.Rib. 23*; *SB* XXIV 15959; *P.Vat.Aphrod. 3 A+C)*.

³¹ *P.Cair. Masp. I* 67105 and *P.Lond. V* 1690 are written for the most part in the *misthosis* format but feature traits of the *antimisthosis*. In both cases, the tenant belongs to the village elite: the social factor accounts for the diplomatic irregularities.

³² In *P.Cair. Masp. I* 67104, the notary did not mention the lessor’s *origo* but there is a high degree of probability that we are dealing with yet another secular absentee landlord, the megaloprepestate daughter of the megaloprepestatos and endoxotatos Count Iôannês, represented by the *peribleptos procurator* and Count Mênas.
In the rest of the documentation, which consists in forty-one misthoseis with an Aphroditan landowner, we find:

- 14 leases emanating from shepherds, all of whom are illiterate,
- 10 leases emanating from illiterate tenants whose occupation is unknown,
- 14 leases emanating from georgoi or misthotai: 6 bradeôs graphontes, 6 illiterate and 2 whose level of literacy is unknown.
- 3 leases emanating from members of the village elite.

The social distinction should therefore be made between those who actually cultivate the land (tenants in misthoseis) and those who act as middlemen, renting land from absentee landowners and subletting it to local georgoi or shepherds (tenants in antimisthoseis).

It remains to explain, or at least try to explain, the existence of the three rent contracts – to which one should add P.Lond. V 1698 – where the lessee is known as a leading member of the local community. If one may be assigned to the 530's (SB XXVI 16666), two date from the second half of the 6th century (P.Ross.Georg. III 44 – 553 and P.Lond. V 1698 – 563–572) and one from the beginning of the 7th (P.Mich. XIII 666).33 This suggests that the antimisthosis may have disappeared after 550.34

To conclude, antimisthoseis are not only limited in number, although I have added to it, they are also limited in space, being attested only in the Dioscorus archive. They are limited to a certain category of tenants, those belonging to the elite of Aphrodite, while common village folks seem to have been barred from it. They even appear to have been limited in time, later leases with the same kind of tenants reverting to the more common misthosis format.

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34 The chronological argument should be handled with caution: out of the sixty-eight leases discussed here, about two-third date back to the first half of the 6th Century, and only one-third to the second half. Leases may still have been drafted in the antimisthosis format after 550, and not been preserved in the Dioscorus Archive.
Plate I

*P.Cair.Masp. II 67236 + 67241 + 67262 Recto*
Antimisthosis in the Dioscorus Archive

Plate II

P.Cair.Masp. II 67236 + 67241 Verso (Detail)