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THE SALE OF A SLAVE THROUGH A GREEK DIPLOMA

P. Columbia inv. 512¹ was purchased in 1928 from "natives of Behneseh."² There is no reason to doubt that it was found in Oxyrhynchus; it is more uncertain whether the document was also drawn up there.³ The papyrus is imperfect both above and below but is intact at the sides. Though the first five lines of the main text are damaged and in large part lost, its content where not preserved can be restored in substance. It was written in a small, practised hand, evidently that of a professional scribe. There is a left margin of 1.3 cm. The verso is blank.

The text, the date of which is A.D. 140, is an order on a bank to pay 200 drachmas, the remainder of the purchase price of a slave; 800 drachmas had already been paid in cash (hand to hand). Some other details of earlier steps in the transaction are also mentioned; in fact, the bank order itself is so complicated by the summary that the translation is hardly intelligible without reference to the Greek. The slave is said to have been conveyed (καταγεγραμμένη) to the purchaser in accordance with a deed of sale, described as a δίπλωμα

¹ Professors E. Bickerman and C. B. Welles have been helpful in discussing various questions, and I wish to thank them and also Professor J. Schwartz who suggested the reading of the name at the end of line 5. They have not seen my manuscript, however, and of course are not responsible for any erroneous conclusions. The papyrus is unpublished, but it is cited for the price of the slave by W. L. Westermann, *The Slave Systems of Greek and Roman Antiquity* (Philadelphia, 1955), p. 101, n. 116.

² The purchase was made in Cairo by representatives of the consortium presided over by the late Sir Harold Idris Bell. The papyrus was one of a lot evidently brought from

Behneseh by the persons so described.

³ Very possibly it was. However, the slave was born in Alexandria, and the vendor was an Alexandrian citizen. Documents concerning slaves were likely to travel, accompanying them wherever they were taken. A comparison with the Alexandrian P. Eitrem 5 makes the possibility that our text was also written in that city very tempting.

⁴ For the much discussed term καταγράφειν see the summary and extensive bibliography in R. Taubenschlag, The Law of Greco-Roman Egypt in the Light of the Papyri² (Warsaw, 1955), pp. 319–325; perhaps the most authoritative statement is that of E.Schönbauer, Aegyptus, 33 (1953), pp. 253–274. The conveyance involved drawing up a deed in the presence of competent authorities and with their participation. Here, as occasionally elsewhere, this act appears to have taken place before the complete price was paid; cf. F. Pringsheim, The Greek Law of Sale (Weimar, 1950), pp. 379–380.

'Ελληνικόν. This phrase will be discussed later. The seller's liability and the warranty given are stated, as well as the slave's place of birth, Alexandria. The purchaser is apparently a woman and a Roman citizen, acting here with her kyrios. The vendor and his brother, who is named as guarantor, are citizens of Alexandria. I have not succeeded in identifying any of the parties as appearing in other texts. The order was cancelled in the usual manner, and a few large letters from a subscription presumably acknowledging receipt are preserved along the lower edge of the papyrus.

Close parallels may be cited, though no other papyrus corresponds exactly to this one in every respect. P. Fayum 100 = Sel. Pap., I, 177 (A.D. 99) is an order on a bank which has the same form as ours.5 It represents payment for real estate which has been conveyed by deeds (καταγραφαί), and it too is receipted at the bottom of the sheet. SB 9145 (Commodus) is a synchoresis addressed to the archidikastes requesting καταγραφή.6 The transaction is the sale of a slave, paid for partly in cash and partly through a bank. The document appears actually to have been drawn up in the bank and registered there. P. Eitrem 5 = SB 6016 (A.D. 154) is a bank document recording the sale of a slave that had been conveyed (καταγεγραμμένος) in accordance with a synchoresis.7 Here also payment was made partly in cash and partly through the bank. As a summary of a deed and in the choice and sequence of particular provisions, this text resembles ours very closely. P. Freiburg 8 (A.D. 143) is another synchoresis addressed to the archidikastes.8 In addition to other simiarities in detail, one finds here again the purchase of slaves partly in cash, partly through a bank.

One question which our papyrus raises is why this manner of payment was chosen. It is easy to imagine practical considerations that would make two installments desirable or necessary, and doubtless many individuals divided their money between that kept in the house and that deposited in the bank. Still one may suspect that the purchaser could have arranged to pay the entire 1,000 drachmas either in cash or through the bank if she had wished to do so. SB 9145, P. Eitrem 5, and P. Freiburg 8 suggest that payment through this

⁵ For such orders see F. Preisigke, Girowesen in griechischen Ägypten (Strassburg, 1910), pp. 203-210.

⁶ Published by H. Lewald, Studi in onore di Vincenzo Arangio-Ruiz, 3 (Naples, 1953), pp. 429-438 and studied again with revisions and a valuable commentary by E. P. Wegener, JJP, 9-10 (1956), pp. 97-111.

⁷ Republished with a full and expert commentary by Preisigke, SB Heidelb. Akad., 1916, 3. Abh.

⁸ SB Heidelb. Akad., 1916, 10. Abh., pp. 4-33, edited by J. Partsch.

⁹ Ordinarily one payment is found.

combination of cash and bank order was a regular pattern.¹⁰ The reason for such a complication of the transaction appears to be that it gave the purchaser added protection and documentation. He would have both a deed of sale, which was prepared and presumably in some form recorded through the appropriate office, and the equivalent of a cancelled and endorsed check, which contained a summary of the essential details of the sale.¹¹ This would be registered by or through the bank, which served as an authorized notary or even office of record.¹²

There is an additional piece of evidence beyond the wording of the text. The papyrus was folded once horizontally between line 13 and 14 while the ink was still wet. It appears not to have been pressed hard and was probably held momentarily between fingers of the left hand at a point slightly above the fold. Blottings should be clearly visible on the plate from about line 8 to near the top of the subscription, especially to the left. What is significant is that a blotting of one of the lines of cancellation may be seen running from line 13 up to line 8. It follows that the order was crossed out as paid immediately upon being written. Presumably the parties to the sale were present in the bank where the transaction was completed by a more or less simultaneous exchange of money and documents.

The final point which will be discussed in this introduction is the description of the deed of sale as a δίπλωμα Ἑλληνικόν. The phrase has appeared in two other papyri: P. Ross. Georg. 3, 27 (Oxyrhynchus, Severus Alexander) and P. Vindob. Boswinkel 7 (Heracleopolite nome, A.D. 225). The first of these is a very fragmentary sale of a slave girl who had been purchased by the vendor κατὰ δ. Έ. She was a native of the Libyan Pentapolis, and the editor, G. Zereteli, explained the phrase as describing a contract of sale drawn up in a Greek city in contrast to Egypt. In the second text it is stated that the slave had been earlier purchased ἐν τοῖς ἔζω τόποις κατὰ δίπλωμα Ἑλληνικόν. The slave girl, who at the age of fourteen is being sold for the fifth time, is identified as γένει ἐγχώριον ἐνγενῆ[; she is thus a native Egyptian.

¹⁰ In P. Eitrem 5 the payment "through hand" was also much the larger, 1100 drachmas as against 300. In the other two texts it is not stated how the payments were divided.

¹¹ P. Fayum 100, cited above, as a similar bank order, also states the purpose of the payment, and P. Eitrem 5, which is also a bank document though of different form, contains a summary of the transaction very similar to that in our Columbia papyrus. In it too the slave's age and a detailed description are omitted as not essential.

¹² Cf. the role of the bank in SB 9145; more generally, Preisigke, Girowesen, pp. 278-279 and Pringsheim, Greek Law of Sale, pp. 236-237.

¹³ Between lines 5 and 6 appear what may be blottings of the first line of the receipt. But perhaps they are only misleading discolorations. Some of the blottings are easily read with a mirror: for example, those of the beginnings of lines 18 and 17, which will be found above lines 9 and 10. As one would expect, blottings of lines 10 and 9 appear at lines 17 and 18.

Boswinkel, citing Zereteli, 14 explains the phrase δίπλωμα Έλληνικόν here as meaning a contract in which one of the parties is Greek, Alexandrian to be specific.

More immediately instructive is P. Columbia inv. 325 (A.D. 143).¹⁵ It is identified as τοῦτο δίπλωμα, and it is perfectly clear that here diploma means simply and specifically a double document, a "Doppelurkunde." The main text, a receipt for a deceased soldier's deposita drawn up by military personnel, is written out twice. The scriptura interior was rolled up and sealed. There were seven witnesses, who signed their names on the verso opposite their seals. The writing runs across the fibres in the fashion found in some other texts of the same form.¹⁶

The term diploma does not appear often in other papyri as the designation of a legal text, 17 and its meaning in all three cases where it is found has been obscure. BGU 913, a rather poorly preserved document concerning the sale of a slave written in Myra in Lycia in A.D. 206, is called τόδε τὸ δίπλωμα. 18 I suspect that it is part of a double document, probably the lower text, but even an examination of the original might leave the question unsettled. 19 BGU 1113 = M itteis, Chrest. 169 = FIRA, 3, 31 (A.D. 14) mentions a συνσφραγισθ[έ]ν δίπλ[ωμα, which would appear to me to have been a sealed

- ¹⁴ Zereteli's explanation has also been accepted by C. B. Welles, Yale Classical Studies, 5 (1935), p. 120, n. 7, and Taubenschlag, JJP, 3 (1949), p. 54; cf. Law², p. 629, n. 18. So also E. Kiessling, Wörterbuch, 4, s.v. and E. P. Wegener, JJP, 9-10 (1956), p. 106.
- ¹⁵ Published in Bonner Jahrbücher, 167 (1967), pp. 233-243. There I was chiefly concerned with the content of the text.
- ¹⁶ A point observed by P. Benoit, Les Grottes de Murabba'ât (Oxford, 1961), p. 245. Two explanations come to mind. By turning a roll and writing across the fibres, one would not need more than one column for even a very long double document. Moreover, the surface containing the document would be less likely to crack and tear after being rolled up tightly since the folds would run across the fibres on that side.
- ¹⁷ I will not attempt to discuss the use of diploma in connection with various taxes, where it seems to mean "certificate" or "licence." See S. L. Wallace, Taxation in Egypt from Augustus to Diocletian (Princeton, 1938), pp. 91–92, 186–187, 207, 222, 309. The term may indicate the form, or original form, of such licenses, but if there is evidence, I am unaware of it.
- ¹⁸ For restorations see Preisigke, BL, 1, p. 82 and E. P. Wegener, JJP, 9-10 (1956), p. 104. Pringsheim describes the text in his Greek Law of Sale as "almost entirely Roman" (p. 196, n. 7) and, with other contracts, as "partly Roman" (p. 489). But cf. the remarks of Arangio-Ruiz, FIRA, 3, p. 428.
- 19 Preisigke, Wörterbuch, s.v., translates diploma here as "Sklavenpass." Gradenwitz, Phil. Woch., 1902, p. 656 took it to mean a duplicate copy, as did L. Wenger, RE, 2A, col. 2430 and Die Quellen des römischen Rechts (Vienna, 1953), p. 72, n. 57. Wegener, loc. cit., p. 106, regarded the papyrus as a double document. It would obviously not be at all surprising to find one text of a double document missing by the time it reached a modern collection; for example cf. P. Mich. 434+P. Ryl. 612 or P. Dura 20. For witnesses signing on the recto of a double document, as in Ptolemaic Egypt, cf. P. Dura 29, BGU 877, and P. Lond. 229. The fragment published at the end of BGU 913 might come from the same double document.

and witnessed double document. All parties involved, it should be noted, are Roman citizens. In BGU 388 = Mitteis, Chrest. 91 (second half of second century), which is a record of proceedings before the Idios Logos, reference is made to $\delta \iota \pi \lambda \omega \mu \alpha \tau \alpha \gamma \alpha [\mu \omega \nu]$. In my opinion, what is meant is a marriage contract in the form of a double document.²⁰ The man concerned was a Roman citizen, as was the lawyer ($\nu \omega \mu \iota \kappa \delta \zeta$) who had prepared the document.

To turn to the closely related question, why is a diploma called Ἑλληνικόν in P. Col. inv. 512 and the other two texts cited? The adjective here, I believe, means simply Greek in language, ²¹ and has nothing to do with any connection with a Greek city, either Alexandria or one in the Pentapolis or elsewhere. The reason for specifying the language is that in Egypt during the Empire double documents were used only by Roman citizens, or by those with Roman connections, and thus they might be expected to be written in Latin.

The point deserves some elaboration. As is well known, the double document,²² whatever its ultimate origins, had come to be used by the Greeks by the time of Alexander, and the form no doubt spread with Greek law throughout the Hellenistic World. Its later development varied from region to region in a manner for which there is a growing though still small body of evidence. In many areas, though not in Egypt,²³ its regular use survived into the Roman or late Parthian period.²⁴ There was a natural tendency for the Inner Text to become abbreviated, in time often quite drastically.

The Romans appear to have taken over the double document²⁵ at an early date, perhaps by the beginning of the second century B.C. In Roman double

²⁰ Cf. P. Mich. 434+P. Ryl. 612 for such a marriage contract.

²¹ As a glance at the *Wörterbuch*, 3, Abschnitt 14 will show, documents are frequently described as written in Egyptian, Greek, or Latin.

²² For a general survey, see L. Wenger, RE, 2A, cols. 2408-2430.

²³ Mitteis, Grundzüge, p. 78. For the Ptolemaic period, F. Bilabel, Aegyptus, 5 (1924), pp. 153-173 and 6 (1925), pp. 93-113; E. Seidl, Ptolemäische Rechtsgeschichte² (Glückstadt, 1962), pp. 59-61.

²⁴ Avroman in Kurdistan: parchments, probably of 23/22 B.C. and A.D. 44/45, published by E. H. Minns, JHS, 35 (1915), pp. 22-65. One = Meyer, Jur. Pap. 36. On the dates see C. B. Welles, Yale Classical Studies, 5 (1935), p. 118, n. 2. Edessa, Dura, and neighboring towns: P. Dura (summary by Welles, p. 14). Palestine: both Aramaic and Greek texts, discussed by P. Benoit, Les Grottes de Murabba'ât, pp. 244-248. Pamphylia: BGU 887 = FIRA 3, 133. Possibly Lycia: above n. 19. It does not seem a simple matter in the case of such texts as the last two to decide to what extent a double document reflects Roman influence or a local tradition surviving from the Hellenistic period.

²⁵ For brief statements, P. Jörs — W. Kunkel, Römisches Privatrecht³ (Berlin, 1949), p. 99; M. Kaser, Das römische Privatrecht, 1 (Munich, 1955), pp. 160–161, 203–205. More generally on Greek documentary forms at Rome, G.De Sanctis, Storia dei Romani, 4, 2, 2 (Florence, 1957), pp. 105–106.

documents of any kind²⁶ the Inner Text is written out in full, and one would suppose that in the Greek models which the Romans followed a full Inner Text was still the rule. Roman practice remained very conservative and was persistent and pervasive enough to influence some Romans of the type found in Egypt. Greek and Latin papyri from Egypt which are double documents and which may be explained by Roman influence include testationes, sales, marriage contracts, a professio, and the receipt described above (P. Columbia inv. 325).²⁷ One should also mention the wax tablets from Egypt which are double documents, for the most part containing witnessed copies of professiones addressed by Roman citizens to the prefect.²⁸ In the transaction with which the present papyrus is concerned, the fact that the slave became the property of a Roman citizen and thus subject to the special provisions of Roman law and taxation evidently sufficed to make the purchaser or her kyrios desire a bill of sale which was Roman at least in its external form.²⁹

²⁶ What we have are the military diplomata (CIL 16) and wax tablets, in particular those from Dacia, Pompeii, and more recently Herculaneum. The last have been published by V. Arangio-Ruiz and G. Pugliese Caratelli in La Parola del Passato, e.g. 3 (1948), pp. 175–176. I see no reason why the official diplomata issued for the imperial post and other such purposes (e.g. Cicero, in Pis. 90) should not have been double documents. H. Erman, Z. Sav. Stiftung, 20 (1899), pp. 187–188 was troubled by what would happen if such a diploma were opened and the traveler had to proceed with it in that condition. Among those persuaded was L. Wenger, RE, 2A, 2430 and Quellen, p. 72, n. 57. But why should such a document be any more likely to be opened than a military diploma? Whoever did feel it necessary to take such a drastic step would be under great pressure to see to it that the bearer was not impeded. Without attempting to examine every appearance of diploma in Latin, I may observe that the context in Sen., de benef., 7, 10, 3 makes it almost certain that the diplomata mentioned are to be thought of as legal instruments concerning property of some kind, and it seems most likely that they are double documents, despite Erman ("untechnisch"). They are listed with syngraphas et cautiones; all three are vacua habendi simulacra.

²⁷ For such texts see H. Kortenbeutel, Aegyptus, 12 (1932), pp. 129–140; W. Kunkel, Aegyptus, 13 (1933), pp. 253–259 and Studi in onore di Salvatore Riccobono, 1 (Palermo, 1936), pp. 414–433; U. Wilcken, Archiv. f. Pap., 11 (1935), pp. 129–130; P. Benoit, Les Grottes de Murabba'ât, p. 245. Kunkel was the first to see their true character. To those cited by Benoit in his full notes may be added PSI 1183 = FIRA, 3, 8 (professio censualis), A.D. 47/48, and the testatio (A.D. 92) published by J. Barns, Chron. d'Égypte, 47 (1949), pp. 296–301, both Latin texts. Until the authorities of the British Museum are willing to allow the scriptura interior of P. London 229 = Jur. Pap., 37 = FIRA, 3, 132 to be examined, it will be impossible to determine what kind of double document it is; see the careful study of R. Marichal, ChLA, 3, 200.

²⁸ These are the "birth certificates" studied together with related testationes by F. Schulz, JRS, 32 (1942), pp. 78–91 and 33 (1943), pp. 55–64. See also FIRA, 3, 1 (a professio), 11 (a manumission), 25 (datio tutoris), 60 (cretio), to which others could be added.

²⁹ A double document in the Roman manner may contain a text which is Greco-Egyptian in form and phrasing, as in P. Columbia inv. 325.

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1. P. Columbia inv. 512

P. Columbia inv. 512

 10×12 cm

July 13, A.D. 140

[— ca. 9 l. —] . [— ca. 8 l. — μετὰ κυρίου τοῦ] δεδομένου μοι κ[ατά τὰ 'Ρωμαίων ἔθη] Σέξστου Πομπη[είου — ca. 15 1. —] Πτολεμαίου [τραπεζείτη χαίρειν. Χρη-] 5 μάτισον Κασ[....]..υσ[.....] τοῦ Κεφάλωνος Σωσικοσμείω τῷ καὶ ᾿Αλθαιεῖ τειμὴν δούλης Σαραπιάδος ένγενοῦς 'Αλεξανδρεία τῆς καταγεγραμμένης μοι ύπὸ αὐτοῦ κατὰ δίπλωμα Έλληνικόν άπλῷ χρήματι καὶ ού-10 σης έκτὸς ἱερᾶς νόσου καὶ ἐπαφῆς ώστε ἀπέχειν αὐτὸν τὰς ὅλας τῆς τειμῆς ἀργυρίου δραγμάς χειλίας, σύν αξς έχει διά χειρό(ς) άργυρίου δραχμαϊς όκτακοσίαις τὰς λοιπὰς άργυρίου δραχμ[ά]ς διακοσίας, βεβαιούντος 15 τοῦ ἀδελφοῦ αὐτοῦ Ἰσιδώρου Σωσικοσμείου τοῦ καὶ 'Αλθαιέως (γίνεται) (δραγμαὶ) ς. ("Ετους) γ Αὐτοκράτορος Καίσαρος Τίτου Αἰλίου 'Αδριανοῦ 'Αντωνείνου Σεβαστοῦ Εὐσεβοῦς 'Επεὶφ ιθ. (blank ca. 1.2 cm) (2nd Hand) Κασ..[....].....

Translation

[So-and-so, with the kyrios] granted me [in accordance with Roman usage], Sextus Pompeius [cognomen, to so-and-so] son of Ptolemaeus, [, banker, greeting.] Pay to Cas[... son of so-and-so, grandson] of Cephalon of the Sosicosmian tribe and the Althaean deme, as the price of a slave, Sarapias, born in Alexandria, who has been conveyed to me by him in accordance with a Greek double document, simpla pecunia and as being free from epilepsy and leprosy, so that he may have the complete thousand silver drachmas of the price, when added to the eight hundred silver drachmas which he has through hand, the remaining two hundred silver drachmas = 200 drachmas, his brother Isidorus of the Sosicosmian tribe and the Althaean deme acting as guarantor. Year three of Imperator Caesar Titus Aelius Hadrianus Antoninus Augustus Pius, Epeiph 19. I, Cas... (traces of a receipt.).

Commentary

Line 2. For such guardians see Taubenschlag, Law^2 , pp. 170–171, 174–175. The reasons for thinking that the woman is a Roman citizen, apart from the diploma, are that her guardian is one and that the appropriate phrase fits the lacuna. The papyrus bearing the first four letters of this line has broken off and, though preserved, is not visible in the photograph.

Line 3. A family of Pompeii was established at Oxyrhynchus in the first half of the first century by a legionary veteran; see PSI 1318, P. Fouad I 37 and 44. Any connection of course is uncertain. The praenomen deserves notice, but any Pompeius might be tempted to choose it for his son knowing that it had been used by the great family with this name. Cf. the Pompeii Magni in CIL III, 12409, 12410 (a legionary veteran and his son, Moesia) and IG II², 2214 (Athens). For Roman citizens, veterans, and Alexandrians in Oxyrhynchus see E. G. Turner, JEA, 38 (1952), p. 86.

Line 4. Since this banker's own name is lost, it is not surprising that he cannot be identified with any of those listed by A. Calderini, Aegyptus, 18 (1938), pp. 244-278.

Line 5. Κάστωρ is the only Alexandrian name beginning with these letters listed by E. Visser, Götter und Kulte im Ptolemäischen Alexandrien (Amsterdam, 1938), p. 119. But the fourth letter in the subscription leaves one in doubt. Visser lists one occurrence of Cephalon.

Line 7. The assumption that slaves were much more common in Alexandria than in the *chora* is very probably true; see e.g. Westermann, *Slave Systems*, p. 122. The origin of a slave was important not simply as part of his identification but also because of restrictions on export and sale; see Taubenschlag, Law^2 , pp. 79–80. The slaves in P. Eitrem 5 and P. Freiburg 8 were also born in Alexandria.

Line 9. On ἀπλῷ χρήματι = simpla pecunia see Pringsheim, Greek Law of Sale, pp. 483-487. He explains the phrase as meaning that a slave was sold without warranty. But it appears rather to fix the vendor's liability in case of eviction. Cf. the tablets published by V. Arangio-Ruiz and G. Pugliese Carratelli in La Parola del Passato, 9 (1954), especially no. LXI, pp. 56-57, 59-61. For other occurrences of the phrase see Taubenschlag, Law², p. 332, n. 6.

Line 10. This line contains a statement of the limited warranty given, in contrast to the liability fixed in the event of eviction. For a discussion of the much debated question of the meaning of ἐπαφή see Pringsheim, *Greek Law of Sale*, pp. 465–470. His defence of the meaning "leprosy" rather than manus iniectio seems even more probable if eviction has already been covered.

Line 12. For prices of slaves, which naturally varied a great deal, see O. Montevecchi, Aegyptus, 19 (1939), pp. 14-16; Westermann, Slave Systems, pp. 100-101.

Line 12. For διὰ χειρός see Pringsheim, Greek Law of Sale, pp. 74-77. Clearly there are additions to be made to the instances that he lists where there is a contrast with payment through a bank, p. 76, n. 3.

Line 14. There is a guarantor, in addition to the vendor, in the contemporary Alexandrian sale of a slave P. Eitrem 5, frequently cited here. Pringsheim, pp. 437-445, discusses the character and role of the guarantor at various periods. P. Eitrem 5 and this text do not seem to fit in his reconstruction very well; perhaps they reflect the survival of an older institution in Alexandria rather than a new form of suretyship under Roman influence. But I am glad to leave the question to legal historians.

Line 19. As will be noticed, the receipt is in large, perhaps painfully written, letters, as frequently in subscriptions of this kind.

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