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THE PARAMONE AS GENERAL SERVICE CONTRACT

There are more than a thousand slave manumissions from the sacred precinct of Delphi now available for use. For the most part the editing is trustworthy.¹ They cover, roughly, the two and three quarter centuries from 200 B.C. to about 75 A.D.² The method followed of liberating the slaves in these manumissions was that of an entrustment sale of them by their owners to the god Apollo. Subject to confirmation through further study of the Delphic documents it is my present view that the Greek gods, as distinguished from the Greek temple organizations were not slave holders. Therefore, when a slave was accepted in a sale by the god he became a free man. He had, in the manumissions recorded at Delphi, entrusted his savings to the god with the confident reliance that Apollo would carry out, in its civil aspects, the trust of which had been placed in him. This confidence was not misplaced. When he received the slave's money Apollo perfected the act of civil emancipation by turning over.

¹ The largest single group is represented by over 600 manumissions. This group appeared almost a half century ago, edited by Johannes Baunack, in Collitz-Bechtel-Baunack, *Sammlung der griechischen Dialekt-Inschriften II* (Göttingen, 1899), Nos 1684—2342. For this the customary citation is GDI. The next largest group, presenting some 400 documents, is to be found in the *Fouilles de Delphes, Epigraphie, Ecole Française d'Athènes III 1; III 2; III 5; III 5, 2; III 6* (Paris 1929—1945). In these volumes the greater number of the documents published by G. Colin in BCH XXII (1898) have been re-edited with bettered readings. P. Amandry has published some new examples in BCH LXVII (1945), pp 68—85, and Georges Daux has presented, in BCH LXVII—LXIX (1944—1945), pp 109—120 others hitherto not accessible. Professor Daux, out of his comprehensive knowledge of the Delphic inscriptions has informed me that numerous minor changes of readings are still to be made in the *anagraphai* presented in GDI II.

² For the difficulty of arriving, at absolute datings of the archonships at Delphi after 158 B.C., except in rare instances, see Georges Daux's list of the archons in *Chronologie Delphique* (Paris, 1954), pp 58—8, and cf. his *Delphes au II^eme et Ier Siècle*, pp 91—92.

through his priests,³ the redemption money to the former owner of the slave.

Approximately three fourths of these Delphic grants of manumission are of a type in which the slave by virtue of the sale to the god, became immediately and unequivocally a free man, being unencumbered in his new status by any kind of restrictive commitment to his former owner. He might do as he listed and go where he listed. Most of the freedom grants of this larger group as reported on the walls at Delphi are expressed throughout in the indicative mode, as a certification that the transaction of sale to the god had been realized.⁴ The remaining grants of liberty, about one quarter of the total, make up the *paramone* manumissions. These differ from the straight manumissions in that they have two distinct parts. The first is the statement of the sale, couched, as in the first group, in the indicative mode (*ἀπέδοτο*). The second part presents an obligation assumed by the new freedman, or freedwoman, to remain available in person (*paramenein*) and to render services to his, or her, manumittor, as the manumittor may demand such services. This second section of the *paramone* type shows a shift in grammatical structure which entirely differentiates it from the preceding part. Where the future indicative or *ὀμολογεί* with the following infinitive might have been used to express these contractual obligations⁵ which were to be performed in the future, the imperative appears in a very large majority of the cases. This may, in fact, be accepted as standard formula in this part of the *paramone* manumissions, throughout the entire period of the use of the trust sale in freeing slaves at

³ Certainly in the first fifteen years of these manumissions at Delphi the freeing of the slave followed a fixed ceremonial procedure which took place outside the temple. In GDI 1955 of 186—185 B.C. it is stated that the manumittor received the money upon the road leading to the great door of the temple. See, also, GDI 2049, 17—18; 2072, 16; 2010, 13; 2011, 6; 2041, 13—14; and Paul Foucart, *Mémoire sur l'affranchissement des esclaves*, (Paris, 1867), p. 9.

⁴ For Paul Koschaker's analysis of the structure of the outright manumissions see *Abhandl. sächs. Akad., ph.-hist. Klasse*, vol. 42, (1954), p. 39. See also G. Daux, *Delphes*, 50—58.

⁵ For the jussive use of the future indicative in official documents in the papyri see Mayser, *Grammatik der griechischen Papyri aus der Ptolemäerzeit*, II p. 212, 2.

Delphi.⁶ In a single document, one of the three earliest of the manumissions,⁷ both the manumittor and the new freedman took an oath by Apollo, in the presence of his priests, that, upon both sides, they would carry out the agreements of the *paramone*, which they had undertaken. If oaths of this kind had appeared as a constant form of expression in the *paramone* liberations, one would be tempted to explain the use of the imperative in these quasi-sacral manumissions as a mode of divine command deriving from the sacral law. But the instance of the oath is an isolated one, so far as I have observed; and the idea that the imperative was used as divine command is invalidated because it is expressly stated in this single case that the oath taken was the *nomimos horkos*,⁸ the customary oath prescribed legally by the city-state of Delphi.

The abrupt shift in the modal structure of the two parts of the Delphic reports of *paramone* manumissions has only the significance that it differentiates the continuing service agreement of the freedman, the *paramone* portion, from the statement of the sale of the same person, while he was still enslaved, to the god. The grammatical structure is, therefore, that given to the two diverse documents by the priestly functionaries who established the formulas for the two parts of the transaction.⁹ The observation may be made at this

⁶ A hasty survey of 271 cases showed that the aorist imperative, *παρ-μεινάτω* or *παρ-μεινάντων* appeared in 249 cases, the present imperative of that verb in 15 examples and *ὑπερηγεῖν* in one case, with the negative formula, *μη̄ οικηράτω ἐν ἐγδαμίᾳ* in one example. This gives a total of 264 cases of the imperative usage as against five appearances of *ὥστε παραμείναι* and two examples of the participle of *paramenein* dependent upon the main verb of selling.

⁷ GDI 2072, 17–23, from the archonship of Hybrias, which is placed by Daux, *Chronologie Delphique*, p. 45 (K 18) in 199–198 B.C. or in 201–200 B.C., cf. p. 49.

⁸ *Ibid.*, line 17: τὸν νόμιμον ὄρκον παρὰ τὸν Ἀπόλλω. Erich Ziebarth in Pauly-Wissowa, RE V 2085 and Erwin Seidl, *Der Eid im römisch-ägyptischen Provinzialrecht* (Munich, 1935), (*Münchener Beiträge, Heft 17*), pp 1–2.

The *nomimos horkos* could be used in any kind of legal transaction between private persons.

⁹ Professor Raphael Taubenschlag, my friend and colleague in research at Columbia University during the years of the war, has pointed out to me the constant influence exerted by the notaries upon the stylistic formulation of legal documents. For the astonishing similarity of the substance and the succession of ideas in contract formulas throughout

point that the *paramone* contracts in Roman Egypt found quite a different stylization at the hands of the Egyptian notaries who framed them. The grammatical form there used in the *paramonai*, or service contracts of free workmen, was that of ὁμολογεῖ or συγχωρεῖ with following infinitives¹⁰ or the future indicative expressing the will to fulfill an obligation.¹¹ In the Egyptian *paramone* contracts the imperative appears constantly in the penal clauses, but only there.

As the investigation of the Delphic *paramone* manumissions now stands, there still remains some confusion regarding the degree of the legal freedom gained in such grants of liberation by the person who, under the *paramone*, obligated himself (herself, if a woman) to a continuation of his (or her) services to the former owner. The present study is directed toward the end of finding out what kind of work it was to which the freedman in the Delphic manumissions and the workmen in the *paramone* contracts of free laborers in the Egyptian contracts bound themselves. In other words, it is my hope to define precisely the nature of the *paramone* as labor contract. It is my conviction that the *paramone* agreement is one obligating the work taker to perform *general*, or *undefined*, services in contrast to specialized or fixed tasks. In pursuing the investigation I shall assume, for the present, that the *paramone* clause of the Delphic manumissions with continuing services, were based upon a contractual agreement entered into by the new freedman or freedwoman with his, or her, former owner which was called a *paramone*. I am still uncertain whether this agreement was, or was not, in its original form, which was a separate document, completely, from the bill of sale to the god which was called the *oné*. These assumptions that the *paramone* was a contractual arrangement appears to be an obvious consequence of the fact that the former slave of the Delphic continuing-service manumission could not obligate himself legally to anything or be-

antiquity, see the discussion of Ernst Rabel, *Die Haftung des Verkäufers* (Leipzig, 1902), 34-41.

¹⁰ ὁμολογεῖ with infinitive appears in Pap. Milanese 7, 5 and 11; P. Mich. II 121, *recto* III iii; P. Fuad 37; PSI VIII 902, συγχωρεῖ with the infinitive is used in BGU IV 1155, 21-22 and IV 1126, 5.

¹¹ Brugmann-Thumb, *Griechische Grammatik* (Munich, 1915) Iwan Müller, *Handbuch*, p. 569.

come a party to an agreement, had he not already become a free man. Nevertheless, for several reasons, the statement made above needs the substantiation which I hope soon to give to it in another study. It is by reason of the fact that the character of the work undertaken under the *paramone* labor contract was general and undefined that the tasks assumed under it, in the Delphic documents, are sometimes referred to in the *paramone* clauses as "servant",¹² or as "slave",¹³ duties.

When the *paramone* contracts of free workers first began to appear in the papyri found in Egypt, B. P. Grenfell and A. S. Hunt correctly referred to them as "service" contracts¹⁴. In 1906 the eminent papyrologist, Girolamo Vitelli, stated that the verb *paramenein*, used in these labor agreements was a euphemism commonly employed to express the establishment of a service relation.¹⁵ This original understand-

¹² GDI 2156, 15 last decade of the first century B.C., (ὄπηρετεύοντες) and 1952 (ὄπηρετείτω).

¹³ GDI 2092, 10, of 137—121 B.C. *Fouilles de Delphes* III 2, 127, 7, falling in the years 95—81 B.C.; III 3, 2, 294, 9, of 55—38 B.C.; III 3, 2, 329, 5. The words used are δουλεύοντες or ὡς δούλος.

¹⁴ P. Oxy. I 140, published in 1898. It is a contract of 550 A.D. of a horse trainer in which lines 24—26 read: μή ἐξεῖν[αί] μοι ἐντὸς τοῦ αὐτοῦ ἐνιαυτοῦ ὑπαναχωρήσαι ἀπὸ τῆς ἡμῶν χρείας καὶ παραμονῆς. The trainer was to pay double in the event of his retiring from service before the year was out, as stated in the introduction.

¹⁵ In P. Flor. I 44, note to line 19, Vitelli quoted from the will of Gregory of Nazianzus (Migne, *Patrologia Graeca* 57, p. 392 B) that he was turning over to a woman relative two girls who obviously were his slaves. They were to serve (*paramenein*) the woman for the rest of their lives even if they should attain their freedom.

Stanislao Cugia, in his penetrating study of apprenticeship, *Profili del Tirocinio Industriale* (Naples, 1922) approached closely to the understanding of the *paramone* in his interpretation of it (pp 43—44) as the assumption of the person of a debtor by the creditor, or the debtor's consignment of himself as thing, with his goods and dependents, as I understand Cugia, to the creditor. Cugia's view is based too narrowly upon the debtor-creditor relationship; but he *did* see clearly (p. 40) that the essence of the apprentice contracts with *paramone* lay in the work of the apprentice, and that the *paramone* was a contract of its own kind, not confined to the apprentice system (p. 45). Although he used the Roman law of apprenticeship widely he did not, unfortunately, take advantage of the basic materials on the *paramone* to be found in the Delphic manumissions. In this respect Koschaker's study in *Abh. sächs.*

ding of the term is the correct one. Since that time confusion has arisen regarding it through a misunderstanding, it would seem, of a distinction made by Ulrich Wilcken which was in itself perfectly sound, when he asserted that the type of apprentice contract represented by P. Teb. II 385 should be distinguished from the *paramone* ("service") contract, P. Teb. II 384. Wilcken's brief statement was that P. Teb. II 384 was a *service agreement in the form of a contract of loan*.¹⁶ It is through acceptance of the loan suggestion that Miss E. P. Wegener, in her intelligent and informed discussion of P. Oxford 10, presents that document under the heading of „A Contract of Service (ΠΑΡΑΜΟΝΗ)”, but refers to it in her analysis as one of a class of “antichretic loans known under the name of *παράμωνή*-contracts”.¹⁷ A similar confusion of two separate things appears in the treatment of the *paramone* contracts presented in the long register from Tebtunis published by A. E. R. Boak from the Michigan collection of papyri. In one place the *paramone* is correctly called a “contract of service”.¹⁸ Elsewhere in the volume it is described as “an obligation to work off a debt, or some part of a debt, as, for example, the interest”.¹⁹

Failure to see the *paramone* precisely and simply as a labor contract can be more drastically illustrated. I quote the definition given to the word in the new Greek-English Lexicon of Liddell and Scott, as it was so conscientiously and ably re-edited by the late Sir H. Stuart Jones. It is there defined as an “obligation to continue in service of a slave whose manumission is deferred”. It happens to be true that a few examples of manumissions are recorded among the Delphic grants of freedom by trust sale to Apollo, and elsewhere as well, in which the freeing of the slave was actually held in

Akad., ph.-hist. Kl., vol. 42, represents an advance over Cugia. Koschaker, however, failed to give its proper significance to the *paramone* material from Tebtunis in P. Mich. II.

¹⁶ Wilcken's observation appeared in the *Archiv für Papyrusforschung*, V (1915), p. 241.

¹⁷ E. P. Wegener, *Some Oxford Papyri* (Leyden, 1942), p. 42.

¹⁸ P. Michigan II (Ann Arbor, 1935), p. 22.

¹⁹ *Ibid.*, p. 47. The confusion seems still to lurk in Paul Koschaker's phrase “*paramone* of the debtor” in *Abh. sächs. Akad., ph.-hist. Kl.*, vol. 42, p. 17 and notes 2 and 4.

abeyance, that is, deferred.²⁰ However, of the three documents cited in the Liddell and Scott Lexicon under *paramone*, and defined as the services of a slave working under a deferred manumission there is not one which can be accepted as a *paramone*, i. e. as a labor obligation. The first citation, in fact, refers to something which is exactly the opposite. It is a release (*apolyxis*) of a freedman, named Symphoros, from his contractual work obligations to his former owner, not an acceptance of work.²¹ The two other references deal with quite another form of *paramone*, that, namely, in legal procedures. Under this judicial *paramone* a person lost, temporarily, his right to move from a given place to the end that he might be at hand when summoned to appear in court.²² He agreed to "stand by" — the Greek noun expressing this requirement being *parastasis*²³ — until the court summons was presented to him.

Logically, also, the present Liddell-Scott-Jones definition of the *paramone* in manumissions of slaves is self-contradictory.

²⁰ GDI 2084; 2062; 2071; 1867; 2064; 1884. The will of Aristotle as given by Diogenes Laertius, V 1, 11—16, presents several examples of suspended grants of liberty to boy slaves. See Westermann, *Journ. Near Eastern Studies* V (1946), p. 100. PSI XII 1263, of the second century of the Christian era, offers a case of a liberation deferred until the death of the *testatrix*. The grant of freedom, when it did go into effect, was to be subject to general service obligations on the part of the freedwoman. These services were to be paid to the daughter of the deceased woman, and, ostensibly, for the life time of this daughter.

²¹ Dittenberger, *Sylloge Inscr. Graec.*², 865, 2—3: ἀπέλυσε Ἀρμμία τὰς παραμονὰς Σόμφορον.

²² The judicial *paramone* affecting a person who has appealed from a conviction, according to the Alexandrian law, appears in *Dikaiomata, Auszüge aus Alexandrinischen Gesetzen* (Berlin, 1913), p. 48, lines 44—53. The convicted man must have guarantors for his remaining at hand (ἐγγύους — — — παραμονῆς), Taubenschlag, *Strafrecht im Rechte der Papyri* (Berlin, 1916), 62 and note 1; *Law of Greco-Roman Egypt* I (New York, 1944), 412. This form of the *paramone* does not appear at all under the definitions in the Liddell-Scott-Jones Lexicon.

²³ C. C. Edgar, P. Mich. I 70 (Zenon archive), 6—7: εἰ ἔγγυος γεγέννηται, παραμονῆς Καλλίου, and P. Würzburg 16 of 549 A.D., lines 8—11, where a Christian deacon stands as surety for the "remaining and appearance" (μονῆ; καὶ ἐμφανείας) of a Christian presbyter. See L. Wenger, *Rechtshistorische Papyrusstudien* (Graz, 1902), 1—60. For *παρήστασις* see Preisigke, *Wörterbuch* s. v.

dicting. In the case of a deferred manumission the consummation of the grant of freedom was suspended and the slave remained in servile status until the grant was effected. His working abilities remained as completely under his master's control as before the promise of freedom was made. There was, therefore, no possibility for a contract of any kind with the slave and, most particularly, no place or need for an assurance that he would work for his master. In the case that a slave owner leased his slave's services to another man, which might well occur under a deferred manumission, the contract would be one of *paramone* of the slave's work; but the agreement would be made between free men, the slave owner and the free person who hired the slave's labor.²⁴ The responsibility for carrying out the tasks arranged for in the contract would lie with the slave owner; and the slave would be leased like a tool or a draft animal. Under Roman legal definition such a contract would be covered by the phrase *locare operas servi*.

Discussion of the *paramone* in Egypt should take its departure from thirty entries which record the registration of contracts in the rolls from Tebtunis published with his accepted accuracy by A. E. R. Boak of the University of Michigan. The rolls fall in the principate of Claudius, 42—49 A. D.²⁵ The entries are very brief, each a single line in length. There are in addition to the entries two receipts (*apochai*)²⁶ connected with *paramone* contracts and two abstracts of such contracts.²⁷ One of the abstracts gives the substance of a trans-

²⁴ Examples of the *paramone* leasing of slave's services in the papyri are BGU IV 1058 and 1125, an apprentice contract, both of 15 B.C.; PSI VI, 710 and, probably, P. Oslo III 140, both of the second Christian century.

²⁵ Michigan Papyri II (Tebtunis Papyri I). The list of the entries of *paramonai* is repeated here for convenience from Index V: No. 121 *verso*, II 17; IV 14; V 15, 21; VI 5; VII 21; IX 7, 8, 18; XI 5; XII 15; No. 123 *recto*, II 5; III 11, 18; VI 7, 41; VIII 5; X 52; XI 25; XII 37, 41, 47; XIII 12; XIV 7; XIX 17; No. 124 *recto* I 15; II 20; *verso* I 27; No. 125, 15; No. 128, III 19.

²⁶ P. Mich. II No. 123, *recto* XI 26 and XXII 11.

²⁷ P. Mich. II 121, *recto*, col. IV viii and col. III iii. The latter of these two (col. III iii) also appears among the brief entries as No. 121, *verso* II 17: ὁμο(λογία) Φάσιτος πρὸς Ἀρνώ(την) παραμονῆς (δραχμῶν) ρ. Boak's discussion of this appears *ibid.*, p. 47. In the entry, 121 *verso* II 17, this agreement is officially cited as a *paramone*.

action which is recorded in one of register entries. For this reason it is not included in the thirty-four references to the *paramone* type of labor agreements which I shall later in this article, present as the entire group of these agreements as they are known to me from the papyrological sources. In one of the rolls presented in P. Mich. II (No. 121, *verso*) the number of the individual items of *paramonai* runs to eleven, in another (No. 123 *recto*) to sixteen. The total of the separate references to *paramone* contracts which I have collected from the Egyptian documents is fifty nine. An additional one hails from Dura on the Euphrates river.

It is necessary to belabor the point that the *homologiai paramones* in Egypt and elsewhere, as the group will later appear in my list, comprised a distinctive legal form of their own, differing in several essentials from the contract of loan. This becomes clear in the abstract which appears in P. Mich. II 121 *recto*, col. III iii. It summarizes a labor agreement between a certain Phasis, son of Peteno as laborer and Haryotes, son of Lysimachos, as work giver. This *paramone* abstract is followed immediately by an abstract of a money loan negotiated between these same two principals. It is unequivocally distinguished from the *paramone*. It begins: "Haryotes has loaned", and it fixes definitely the time of repayment of the loan as the month Kaisareios of that current year.²⁸

In the greater number of these general service contracts from Egypt a sum of money appears which was advanced to the work taker by the work giver. This advance is sometimes called a loan (*daneion* or *chresis*), or it may appear in the later Byzantine documents as a „pre-loan” (*prochreia*);²⁹ but more frequently it is referred to merely as "the money" (*to argyriou*).³⁰ Its characteristics are that it is without an

²⁸ P. Mich. II 121, *recto*, col. III iv; ἐδάνεισεν Ἀρούτης; and ἀποδύ(σει) ἐν μηνὶ Καισαρείου. Compare P. Milan 7 wherein loan and advance are distinguished as δάνειον and ἀργύριον.

²⁹ δάνειον in BGU 1155 II and 1126; ἐ[δάν]εισεν in Dura Parchment 10 (*Yale Classical Studies* II p. 6) in line 4; γρηΐτις in P. Flor. I 44; P. Aberdeen 56 and in P. Cairo, Preisigke 51 (*Schriften der wiss. Gesells. Strassburg*, No. 8).

³⁰ Merely ἀργύριον in P. Teb. II 584; PSI X 1120; P. Oxford, 10, lines 14—15, 27; and ἀργύριον ἐπὶ τῇ παραμονῇ *ibid.*, lines 56—57. Preisigke. *Sammelbuch* IV 7558.

interest charge and without a fixed date of repayment. Thus the *paramone* agreement between Phasis and Haryotes, mentioned above (P. Mich. II 121, *recto*, col. III iii) is distinguished from the loan of Haryotes to Phasis (*ibid*, col. III IV). In the first of these, that is in the labor agreement, the lack of interest demand is succinctly stated in the phrase *καὶ ἀντὶ τῶν τόκων*; and there is no mention of a time of payment. In the loan the time of payment is fixed.³¹ These observations can be duplicated in a receipt (*apoche*) from Philadelphia, dated 59 A. D., just two years before the earliest entries in the registry rolls of Michigan II. In this *apoche*³² a man named Areios acknowledged that he had been repaid eighty drachmas which a woman working under a *paramone* agreement owed him. Sixty drachmas of this sum was the amount of advance money connected with the work agreement (*paramone*). The remaining twenty drachmas were the result of a separate transaction which is sharply distinguished as a loan (*daneion*) from the sixty drachmas of the advance money.

There were advantages to be derived on both sides from the avoidance of a fixed time of repayment of the advance of money which, in Egypt, frequently appears as a regular part of the *paramone* contract of labor. From the standpoint of the work giver, the laborer had turned over to the hirer for a stipulated period, his right to work and some measure of his freedom of movement. In case of non-fulfillment of

³¹ Other examples with no statement of interest and no date of payment are: BGU IV 1153 II; PSI X 1120; P. Oxford 10, 26—27 and 41—42; P. Teb. II 584, 7—8 and 25—27; P. Cairo Byzantine 67023 (= Paul Meyer, *Juristische Papyri* 12). In Stud. Pal. XX 219, 27—55 the advance (*prochreia*) was not to be paid back at all in case the work taker desired to exercise his right to withdraw from his contract before the end of the period of work stipulated in his agreement.

³² Papiiri Milanese in *Aegyptus, Serie Scientifica* I 1 (Milan, 1928), No. 7, lines 17—22: *κατὰ συγγραφῆς δύο, μίαν μὲν παραμονῆς δραχμῶν ἐξήκοντα, τὴν δὲ ἑτέραν δανείου πα δραχμῶν εἴκοσι*. If *παραμονῆς* is here be extended as the doubtful reading, it is a repetition of the *παραμονῆς* above, as Calderini has stated in his note, and does not invalidate the conclusion. In this case no interest payment appears either upon the loan or upon the advance money. See lines 11—15 and 57—40.

the work obligation, whether by his misfortune or by his neglect, or because of his failure to return the advance money after the period of the *paramone* services had come to an end, the time of the labor obligation could easily be extended; or the contract itself might be renewed for another period of *paramone* services. In Parchment 10 of 121 A.D. from Dura-Europos on the Euphrates³³ each of these two possibilities was envisaged in a contract which, though phrased as a loan, is quite definitely a labor arrangement. The parties to the contract were Barlaas, laborer, and Phrates, *strategos* of Mesopotamia and Parapotamia, who had hired Barlaas. The loan, as it is called in this case, was to be without interest during the term of the "slave services" of the work taker.³⁴ If he did not repay the advance, or "loan", in the specified time Barlaas, the man hired, was to continue in his previous capacity, "performing the same services according to the above provisions until the repayment of the money".³⁵ The second possibility for continuation of the labor services was by renewal of the same contract. This contingency appears at the end of the contract: "Barlaas has agreed to renew this contract through the registry office in Europos whenever he may receive notice to do so from Phrates, in five days from the time of notification".³⁶

³³ M. I. Rostovtzeff and C. B. Welles, *A Parchment Contract*. *Yale Classical Studies* II (1951), pp 5—78. Formally this document is a loan, as shown by ἐ[δάν]εισεν Φρατάτης in line 4. Actually, as shown by its entire content, it is a *paramone* labor contract, therefore an outstanding example of Wilcken's "Dienstverträge in Form von Darlehensverträge", *Archiv*. V p. 241. For the Greek character of Dura Parchment 10 see Koschaker, *Abh. sächs. Akad., ph.-hist. Klasse*, 42, p. 62 and Ernst Schönbauer, *Zeits. Sav.-Stift., rom.*, LIII (1955), 424.

³⁴ Dura Parchment 10, line 8.

³⁵ *Ibid.*, lines 15—16. The word "repayment" (ἀποδόσεως) has disappeared from the text, but is correctly supplied by the editors. The quotation in the text above is from them.

³⁶ *Ibid.*, line 19: ἐτάξατο [δὲ ὁ] Βαριάας ἀνανεώσεσθαι τὴν συγγραφὴν ταύτην. This is to be noted, that the laborer renewed the *contract*—not the advance money. It would obviously be on the same terms, namely that he perform any kind of work which he was ordered to do with no interest payments due on the money, so long as he worked. No example of a renewal (ἀνανεώσις or *novatio*) of this type has been found among the *paramonai* preserved in Egypt.

In Egypt, also, the contract renewal system evidenced in Dura Parchment 10 for Mesopotamia was employed in case the worker did not have the money required for repayment of the advance (*prochreia*, or merely *argyrion*) after the completion of the work contract. This becomes clear from two successive records listed in Boak's publication of the registers from Tebtunis. These two entries follow one another upon the same day, Mecheir 2 of 46 A. D. They read as follows:

"Agreement of *paramone* of Pnesis and his wife with Galates. Silver drachmas, 100.

Agreement of Orses with Pnesis and his wife of receipt, in accordance with a *paramone*, of 100 drachmas".³⁷

There is no reason to doubt that Pnesis and his wife are the same persons in the two entries. The conclusion, then, seems to be unavoidable that the couple had worked under a *paramone* arrangement with Orses in the previous year and that they were unable to repay to him the one hundred drachmas of his advance to them. They had, therefore, executed another *paramone* contract with the man Galates, with an advance of a hundred drachmas as a part of the consideration. The money thus obtained was turned over to Orses upon the same day in repayment of his advance money of the previous year.

Hypothetically considered this type of extension of the worker's labor obligation, when the *argyrion* was not returned, could be arranged by formal, possibly also by informal agreement. This is the explanation which I would now suggest in a somewhat different case, that of a delayed repayment in a contract drawn between a female olive carrier in Egypt and a Roman legionary veteran named Loukios Bellenos Gemellos.³⁸ In that agreement the labor to be performed is clearly designated in the contract. It was, there-

³⁷ P. Mich. II 125 *recto* XI 25—26.

³⁸ P. Fayum 91, reprinted in Hunt-Edgar, *Select Papyri* (Loeb Library), I 17. For the legionary veteran, Gemellus, who had become a prosperous farmer in the Fayum, see Westermann in *Univ. of Wisconsin Studies in Language and Literature* 3, pp 171—190; J. G. Winter, *Life and Letters in the Papyri* (Ann Arbor, 1935) pp 73—74; Wegener, *Some Oxford Papyri*, pp 38—43.

fore, not a *general* service arrangement of the *paramone* type. The woman was hired for three year's services as olive carrier under the condition of her acceptance of a pledge (*arrabon*), in amount of sixteen drachmas, as "irreputable earnest-money".³⁹ In the contract it was stipulated that this *arrabon* was to be repaid by equalized deductions from the earnings of the woman. Despite this, the receipt for the repayment of the pledge-money is dated two full years after the end of the period of the contract.⁴⁰ It seems to be a reasonable assumption that the woman worker had continued to work under the old arrangement until she could save the money for repayment of the pledge-money amounting to sixteen drachmas.⁴¹ If such verbal agreements were widely employed they must have resulted in peonage of the unskilled workers who were hired for general tasks, or in a form of bondage resembling that which has existed in the southern belt of the United States under the share-cropping system.

In the case of the worker, the absence of a fixed time for repayment could not, of course, protect him from exploitation of his working capacity during the term of the contract. The fact, however, that his work stood in lieu of any interest charge (*ἀντὶ τῶν τόκων*) had the one marked virtue that it eliminated any possibility of manipulating the interest rate to his disadvantage. Also, all coercion applied against him to repay the advance against his will during the term of service, when he was at a disadvantage, would be ruled out. The danger of such an action, unfavorable to the worker, was evidently regarded as a practical one. This is shown in a provision included in several of the preserved

³⁹ P. Fay. 91, 14: ἀραβῶνα ἀναπόριστον.

⁴⁰ *Ibid.*, 51.

⁴¹ An attempt of mine to explain this delay in other terms in *Wisconsin Studies* 5, p. 182, has been shown to be unacceptable by Miss Wegener in *Some Oxford Papyri*, p. 45. The decision which I then made, that the apprentice contracts indicated that the apprentices necessarily lived with their fathers or legal guardians has also since been disproved. See A. Zambon in *Aegyptus* XV pp 51—55, and the introduction to P. Osloenses III no. 141, p. 214.

contracts to the effect that repayment was to be made "after the time of the services had expired".⁴²

In another important aspect, also, the flexibility of the time of repayment affected the unskilled laborers of the *paramone* contracts favorably. It introduced the possibility that, before the period of their contracts expired, they could purchase, their release from the obligations of work that they had assumed. This could be arranged by an option introduced into the *paramone* contract permitting them to repay the advance *argyron*, in an increased amount of course, *before* the expiration of the agreement with the work giver. We have one example from Alexandria, in BGU IV 1124, of a situation in which a father named Herakleides in conjunction with another person named Taurinos, had made an agreement by which they had apprenticed the son of Herakleides to a nailmaker, Nilos, to learn the trade. The teaching craftsman had advanced 100 drachmas to the two men and had loaned the second man, Taurinos, 700 drachmas. For some reason, which we cannot know, a desire arose, on one side or the other, to void the contract. This was done by an agreement reached in court. The father, with his associate in the agreement, Taurinos, paid back the 100 drachmas advanced by Nilos, the nailmaker, and its receipt was acknowledged by the craftsman-teacher. Thus the agreement was annulled; but the loan of 700 drachmas, and its interest, "remain in legal effect for Nilos, being diminished in no respect".

Among the agreements listed in the Tebtunis registers at Michigan University there are six entries of apprentice contracts and two abstracts of apprenticeships. It has been noted above that one of the abstracts presents the same transaction as that listed in one of the brief entries in the

⁴² P. Teb. II, 584. 7; PSI X 1120, 15 (*καὶ μετὰ τοῦτον, scil. τὸν χρόνον*); P. Oxford 10, 26—27 and 41—42. For the legal explanation of discharge of debts before the stipulated time of payment and the advantage therein for the debtor, consult Fr. Weber, *Untersuchungen zum gräko-ägyptischen Obligationenrecht in Münchener Beiträge XV* (1952), pp 152—154. The advantage in the flexibility of the time of repayment clearly stands with the work taker in P. Mich. Inv. 2819 (= Preisigke, *Sammelbuch IV 7558*), which is a *paramone*, or general service labor agreement. See Weber, *ibid.*, p. 142.

register.⁴³ The technical Greek name for these apprentice agreements was *didaskalikai*.⁴⁴ No one of the *didaskalikai* entries gives any indication that advance money had been received by the mother, father, or other relative who might have bound out the child to the learning of a trade. One of the two abstracts which we have, discloses that the mother of the apprenticed boy had made the agreement and that she had received a pre-payment of forty drachmas. The purpose of this pre-payment is not declared in the abstract; and there is no possibility of determining whether this money was subject to interest payment or whether it was an advance against wages or a cash payment against the clothing allowance and food of the apprentice.⁴⁵ As a rule the advance payments characteristic of the *paramonai* do not appear in the *didaskalikai*. It was always possible, however that the arrangement for the work to be done by the apprentice for the craftsmanteacher might be broadened beyond the services required of him which attached solely to the trade which he was learning. In such cases the *didaskalike*, in the matter of the required labor, became a *paramone*

⁴³ The entry in P. Mich. II 121, *verso* II 12 reads: "Tasooukis, contracting with Horos, has given over (her son) under apprentice agreement)". For the grammatical difficulties involved in this entry see Boak, *ibid.*, pp 8—9. The abstract of agreement appears at 121, *recto* II viii where the trade to be learned is given as the weaving *techné* and the boy's name as Papontos. The day is the same in both cases, namely the 18th of the month which appears in the brief entry as Germanikeios. See 121 *verso*, col. I line 3.

⁴⁴ P. Mich. II 121, *verso* col. II 12 and note; 121, *verso* col. XI 13 and note; col. XII 6 and note. 123, *recto* col. II 34; col. III 9; No. 128 col. III 20 comprise the listed entries. Possibly 125, *recto* col. XIV 42 belongs here. The abstract of a *didaskalike syngraphe* is 121 *recto*, II viii. Three of the six certain *didaskalikai* entries begin, with ἐξέδοτο for ἐξέδοτο; two begin with διδασκαλική and one with ὑπομνημάτων ὁμοιογραφίας διδασκαλικῆς). Certainly, no differentiation can be established on this basis. See Boak, P. Mich II pp 8-9, and cf. Angelo Segrè, *Aegyptus*, VII (1926), 97 ff.

⁴⁵ P. Mich. II 121, *recto* II viii, and see Boak's remarks upon p. 40. The payment might conceivably have been an *arrabon*, bonding the mother, through her *kyrios*, to carry out her side of the contract; but I am very doubtful that it is so. In P. Fay. 91 57—58 the *arrabon* is called by that name; and here the analogy seems to be entirely with the advance money of the *paramonai*.

agreement combining the teaching-and-learning aspects of the contrast with the general, or *paramone* services to be performed by the apprentice.

One labor agreement is listed in the brief entries of the Michigan registers from Tebtunis which must be clearly distinguished from the thirty-three *paramonai*. This is a contract of a man and wife to perform "two tasks" ἔργων β. The nature of these tasks is not stated.⁴⁶ The meaning of ἔργα as "jobs" re-appears in P. Mich. II 125 *recto* IV 5 where one Nekpheraus, a *tekton*, reported upon building tasks (*tektōnika erga*).⁴⁷ In the Roman legal terminology contracts for jobs of this kind would fall under the designation of *locationes-conductiones operum*.

The Michigan Tebtunis registers clearly differentiate four kinds of labor contracts, apprentice agreements, nursing contracts, job arrangements, and service contracts, under the Greek designations, respectively, of *syngraphai didaskalikai*, *syngraphai galaktotrophias*, *homologiai ergon* and *homologiai paramones*. The essential differentiating characteristic of the *paramonai*, the "service contracts" of Grenfell and Hunt and of Vitelli, was hit upon in a penetrating observation of Boak. This he made in the discussion of one of the abstract of the agreements of this kind. "The work which Phasis is to do", wrote Boak, "is not specified."⁴⁸ This is the essence of the *paramone* as labor contract -- that the type of work was not delimited and the man hired became a handy man, subject to any demand of the work giver within the scope of the requirements customarily required of free workers. The clarity of Boak's observation is dimmed because of his previous remark that the *paramone* "implies an obligation to work off a debt or some part of a debt, as, for example, the interest." Money was, indeed, regularly

⁴⁶ P. Mich. II 125 *recto* XVII, line 17: ὁμο(λογία) Στοτοήεις (read Στοτοή-
τως) καὶ τῆς γυναικὸς πρὸς Σεραπᾶν ἔργων β, (ἄραχμῶν) πσ. See Boak's remark,
"two articles or two tasks". I doubt that this could mean piece work, if that
is what Boak had in mind by "two articles". For another *homologia ergo*
see P. Reinach II 105 in *Bull. de l'Institut Français d'Archéologie
Orientale de Caire* XXXIX (1940).

⁴⁷ P. Mich. II 125, *recto* VIII 56; διὰ Νεκφεραῦτος τέκνω[γ]ος, and IV 5:
ἀναφορία Νεκφεραῦτος τεκτονικῶν ἔργων.

⁴⁸ *Ibid.*, p. 47 in the introduction to No. 121 *recto* col. III iii.

advanced in connection with these general service agreements in Egypt; but this is a consideration purely secondary to the labor aspect of it. What it does imply is a matter of general economic import. It is that the money coverage in Egypt was thin and that the amount of cash money which worked downward into the hands of unskilled workers, and stayed there as savings, was small indeed. To employ a term of modern business life, the advance *argyron* connected with the *paramone* was an "incentive" accommodation to make the work offer more attractive to the laborer. The important features, then, of the *paramone* were: (1) that it was, by Egyptian custom, accompanied by a monetary advance which was without interest, but subject to repayment at an unspecified time; and (2) that the kind of work offered and accepted was not stated in the contract. The original explanation of the *paramone* by Grenfell and Hunt as a contract of service⁴⁹ and the observation of Vitelli that it established "a service relation",⁵⁰ therefore, needs only the slight, but important, modification that it was a contract of "general" services.

If it is the undefined character of the work which is decisive in the hiring of free laborers, under the *paramone* agreement, this fact should somewhere appear clearly expressed in the purpose or in the wording of the *paramone* formula, distinguishing it from other types of labor contracts. It is clear that it was completely distinct from the leasing out of the labor of one's own slave, or the pledging of one's slave against a debt, which would fall under the classification of *locationes-conductiones rei*. It should be distinguished from those agreements with free workmen in which the labor function is employed to pay interest upon loans or to extinguish the principal of loans (antichretic relations). It should differ from the *locationes-conductiones operarum* in cases of specific tasks such as those of wetnurses, carpenters, oil carriers and mule drivers, or of the hiring of specialized workmen such as teachers of trades or artists. The *paramonai*, although avoiding precise statement of the work expectation, would certainly include general housework and

⁴⁹ P. Oxy. I 140, introduction.

⁵⁰ P. Flor. I 44, note to line 19.

unskilled farm tasks, and undefined labor demands like them. These would be the forms of labor referred to by the Roman legalists as *operae illiberales*.⁵¹

The original meaning of the verb *paramenein*, coming down from very early labor relations, undoubtedly was that the laborer "remained with" his hirer, in the literal sense of that term. Both in the important group of the Delphic manumissions with continuing services of the new freedman (the *paramone* type)⁵² and in the *paramone* contracts of Greco-Roman Egypt the verb *paramenein* had sloughed off this meaning of necessary and constant residence of the workman with his employer; but a residuum of that early connotation still remained in the word. In hiring the total work capacity of the laborer, to be directed at his option, the work giver took over, also, that part of the freedom of the worker which lay in his right of movement. In fact the control by the hirer of the worker's labor seems to have derived, secondarily, from the fact of control of his mobility. This is to be seen in the Delphic *paramone* manumissions in the fact that the continuing services of the freedman could be terminated by a legal instrument called the *apolysis*, the release of the freedman from his *paramone*. The general character of the services in the Delphic manumissions with *paramone* is made evident in the phrasing of the work obligation of the freedman. He agreed to "do what is necessary" or, in another formulation, to "do what is ordered",⁵³ or in later and longer statements to "do whatever" or "everything he is ordered to do so far as possible".⁵⁴ The *apolysis* is al-

⁵¹ In the attempt to analyze the legal nature of the *paramone*, rather than its economic implications, I owe much to Professor Taubenschlag. Errors of statement or of judgment, however, must be referred to my own lack of training in the legal field.

⁵² Westermann in *Amer. Hist. Rev.* L (1945), 217; *Jour. Near Eastern Studies* V (1946), 96-97.

⁵³ GDI 2060, 7 (185-182 B.C.): τὸ δέον ποιῶσα and *Fouilles de Delphes* III 6, 132 line 8 (Colin No. 105 in BCH XXII): ποιῶν τὰ ἐπιτασσόμενα.

⁵⁴ E.g. GDI 2069, 8-9, of 194-195 B.C.: ποῶντες τὸ ποτιτασσόμενον τὸ δυνατόν. F. de D. III 3, 2, No. 208 15 of 165-162 B.C. (?) according to G. Daux, *Chronologie Delphique*, (Paris 1945), p. 55, has it phrased: ποιῶν τὸ ἐπιτασσόμενον πᾶν τὸ δυνατόν. Cf. the following examples, taken from many, of similar phrasing, here arranged chronologically: GDI 2168, 11-12; F. de D. III 3, (1) 45; III 6, 55, line 6 (of priesthood XXIX) .

ways phrased as the "release from paramone" that is, as release from the infringements upon the mobility of the freedman, this necessarily producing the consequence of the cessation of the labor requirement.⁵⁵

In the general service contracts of free agents as we know them from Egypt some of the same phrases which are to be found in the manumissions with continuing work obligations of the freedmen at Delphi do actually recur to designate the general nature of the work obligations. From Alexandria we have a *paramone*, dated 9 B.C. in which a woman who had indentured her services to a beer seller, also a woman, agreed to perform services for this Tapheisis in the beer-shop "carrying out in addition the orders which will be imposed upon her".⁵⁶ Closer to the Delphic phraseology is that found in a straight service contract of a weaver, of the first century of the Christian era. In it the weaver agreed to furnish himself for a period of two years, "spending his time and doing everything ordered and weaving wherever the above mentioned Heron may wish".⁵⁷ The worker's subservience to his employer in the matter of his right of movement is particularly clear in this formulation. Also closely approximating the general service clause of the Delphic *paramone* manumissions is an example from the town of Ptolemais Euergetis in the Arsinoite nome. It is dated 176 A.D. A woman agreed therein to an acceptance of money on the condition that she perform general services (*paramenein*) in the house of Achilles, also called Ischyriion, "doing everything which will be ordered".⁵⁸

⁵⁵ Examples of *paramone* manumissions from Delphi for which we have the corresponding *apolyseis* are: GDI 1918 and 1919; 2199 and 2200; GDI 2151 and F. de D. III 5 (1), 43; F. de D. III 6, 39 and 40 (= Colin in BCH XXII Nos. 88 and 89). These range chronologically from 180—178 B.C. to the second quarter of the first Christian century. The standard formula of the apolysis is that the former owner has released the freedman from the *paramone*. The former slave, now a freed person, appears as object of the verb ἀπέλυσε. It is to be noted that god did not release the freedman from the *paramone*. The manumittor did it. Therefore the relation was a contractual one between them.

⁵⁶ BGU IV 1126, 9—10; παραμενεῖν ---- ἐπιτελοῦσαν τὰ ἐπιταχθῆ[σόμενα] αὐτῆ.

⁵⁷ PSI VIII 902, 3—4: διατρίβωντα καὶ ποιῶντα πάντα τὰ [ἐπι]τασσόμενα καὶ ὁραίνων ὅθ' ἐν βούλῃται ἡ προγεγραμμένος.

⁵⁸ P. Aberdeen, *Aberdeen University Studies* 116 (1939), No. 6, lines

A papyrus of the reign of Probus (276—282 A.D.)⁵⁹ presents a *paramone* contract in which the comprehensive nature of the work demand is unmistakable. A woman who was a professional weaver agreed to work for another woman for the purpose of paying off in full an obligation amounting to three talents which had been contracted by her father. The woman who was hired under this condition agreed to perform general services (*paramenein*) for her employer, "working both at the weaving trade which she knows and at household tasks in lieu of the interest upon the principal sum".⁶⁰ The situation which produced this contract would be similar to that which I explained above in respect to Pnesis and his wife, in the Tebtunis register.⁶¹ The woman in this case, when she made her contract, received three talents for her coming services at weaving and at general house-work. This she paid out immediately in order to release her father from a similar service contract which he had entered into. It is not so stated; but the chance is good that his contract had been with the same employer, the woman Aurelia Thaisarion of Karanis. Since it is not definitely said that the father had died, the supposition should be that he still lived and that the transaction represents a transfer from father to daughter of the labor obligation connected with the advance of three talents.

In the important Yale parchment from the village of Paliga (Dura Parchment 10) the type of services to be under-

15—15: ἐφ' ᾧ παραμ[ένειν αὐτὴν ἐν τῇ τοῦ] Ἀγύλλεως ---- [οἰκία ποιούσαν] πάντα τὰ ἐπιτασ(σ)ῶμ[ενα].

⁵⁹ Following Westermann in *Aegyptus* I (1920), 297—301, and H. Mattingley in *Camb. Anc. Hist.* XII 515, 521.

⁶⁰ P. Mich. inv. 2819, published by Boak in *Annales du Service des Antiquités de l'Égypte*, XXIX, (1929), 47—49 (= Preisigke, *Sammelbuch* IV 7558). Lines 8—9 read: τὴν ὁμ[ολόγησαν παραμενεῖν ---- ἐργαζόμενον ἅπερ ἐπίσταται γερδιακά τε ἔργα καὶ οἰκιακά ἀντὶ τῶν τοῦ κεφαλαίου τόκων; and in line 20 one fonds: παραμενῶ πρὸς ὑπερρεσίαν τῆς τέχνης καὶ ἄλλων οἰκιακῶν. Boak correctly entitled the agreement a "Contract for Service" whereas Bilabel's label in *Sammelbuch* 7558, "Contract regarding a Money Loan and Service of the Debtor in Lieu of Interest", places false emphasis upon the loan element. The agreement is technically an example of the ὁμολογία παραμονῆς, both economically and practically as well as legally. The word "loan" (δάνειον) does not appear in it.

⁶¹ In P. Mich. II 125, *recto* XI 25—26.

taken is general. Again the phrase expressing this fact is akin to that of the Delphic manumissions with *paramone*: "Barlaas (the worker) will perform for him slave-like services doing all the things enjoined upon him".⁶² The editors of this parchment, Rostovtzeff and Welles, were conscious of the similarity of this contract with the *paramone* type, as it appeared in Egypt.⁶³ The Egyptian document which they particularly refer to is an apprentice contract with *paramone* obligations imposed upon the trainee.⁶⁴ In these *didaskalikai* with *paramone* duties the obligations were bilateral. The *didaskalikai* obligations fell upon the teaching craftsmen. The general work obligations, the services being specified as general in type, fell upon the apprentice.⁶⁵ The increasing value of the services to be performed by the apprentice becomes more apparent in the long term contracts in which his proficiency and his value in the shop of the teaching craftsman develops with the years. In a five year contract in weaving, of 183 A.D. the work obligation became paramount over the learning process at about the middle of the third year. This is reflected in the fact that neither pay nor other form of recompense for the apprentice was made

⁶² Dura Parch. 10, lines 8—9 (in *Yale Studies* II, pp. 4—7): παρέξεται ἀπὸ δουλικῆς χρείας, ποιῶν τὰ προστασσομέν[α ἀπὸ πάντα]. Cf. in the Delphic manumission GDI 2092, 8—10: παραμεινάτω ---- ποιῶν τὸ ποτιτασσομένον πᾶν τὸ δυνατὸν ἀνεγκλήτως καὶ δουλεύων] ---- εἰ δὲ μὴ ποιῆσι τὸ ποτιτασσομένον ἢ μὴ δουλώη, etc.; 2156, 15, ὑπερηρέτοντες; F. de D. III 3, 2, No. 294, 10, δουλ[εῖ]οντες καὶ ποιῶντες πᾶν τὸ ἐπιτασσομένον; F. de D. III 2, No. 129, 7—8, παραμεινάτω δὲ Σωτῶ δουλεύ[ουσα] ---- ποιῶσα τὸ ἐπιτασσο[μένον] πᾶν; III 3, 2, No. 329, ποιῶσα ὡς δούλα, and No. 337 (=Colin No. 32 in BCH XXII), 3, δουλεύοντα καὶ ποιῶντα π[ᾶν] το ἐπιτασσομένο[ν].

⁶³ *Yale Classical Studies* II p. 70.

⁶⁴ P. Oxy. 275, 10—15: διακονοῦ[ν]τα καὶ ποιῶ[ν]τα πάντα τὰ ἐπιτασσομένα ἀπὸ ---- κατὰ τὴν γερδιακὴν τέχνην πᾶσαν. Despite the omission of the key word, *paramenein*, this contract is to be included in the list of the *paramonai*.

⁶⁵ See above, p. 23. The confusion of arrangements in the *didaskalikai* regarding the living quarters of the apprentice noted by Angela Zambon, *Aegyptus* XIX (1959), 102, does not resolve itself until one abandons the notion that the *paramone* necessarily implies an actual "remaining" or living, of the apprentice with the teaching craftsman. The question as to where the apprentice was to live was a matter of decision between the teacher and the person who exercised legal control over the apprentice.

during the strictly *didaskalike* or learning period of the first two years and seven months.⁶⁶ Thereafter the work obligation, the *paramone*, became more important than the teaching. This fact is reflected in the graduated increase of pay for the services rendered.⁶⁷ An abstract of a five year apprenticeship of the type with general service duties appears in P. Mich. II 121, *recto* iii 8, in which the wages have been omitted in the condensation. In the case of a teaching and work contract of a minor slave girl apprenticed to a weaver for a four year term one notes the same graduation of the pay for the services.⁶⁸ In the case of an apprenticed slave the pay generally began with the first year because it was the total working capacity of the slave that was leased for the entire period. More work no doubt, and work of any kind could be expected and exacted from a slave child under these conditions than from a free apprentice.

P. Fuad 57, dated 48 A. D., is also a teaching-learning contract, in the weaving of linen, with *paramone* obligations on the part of the apprentice. The general nature of the work of the pupil appears in the following phrase emanating from the teaching craftsman: "And I will direct (him), he being obedient (*ὀπήροον ὄντα*) daytimes only, in matters relating to the craft". This agreement has the key word, *paramenein*, expressing the general nature of the work to be demanded about the shop.⁶⁹ If one accepts the

⁶⁶ P. Oxy. IV, 725 is the five year *didaskalike* with *paramone* duties here referred to. See lines 43—45: παραμένοντα καὶ ποιῶν[α] πάντα ὡς τρί-
κεται χωρὶς μεθοδῶ.

⁶⁷ *Ibid.*, 19—35.

⁶⁸ P. Oxy. XIV 1647 of the second century. The similarity in phraseology with the Delphic *paramonai* in manumissions is here marked. Lines 21—25 read: ἐκτελοῦσαν πάντα τὰ ἐπιτροπηθήμενα αὐτῇ ὑπ' αὐτοῦ ἀνήγοντα τῇ προκειμένῃ τέχνῃ.

⁶⁹ Bataille, Guéraud, Jouguet and others, *Les Papyrus Fouad II* (Cairo, 1935), 57 lines 4—5: καὶ παράξῃμι παραμένοντα πρὸς [τῇ] μαθήσει αὐτὰς τὰς ἡμέρας ὀπήροον ὄντα ἐν τοῖς κατὰ τὴν τέχνῃν. Scherer, the editor, found the futures παράξῃμι and ἀντιπαράξῃμι in line 6, "disconcerting": but certainly these futures derive from παράγειν not from παρέχειν. The meaning, then, is: "I will lead him along (that is, guide him), he performing services, etc." For παράγειν with similar didactical meaning see Plutarch, *Phocion*, sec. 2 at the end: ὁ θεὸς ---- πειθοῖ καὶ λόγῳ παράγων τὴν ἀνάγκην, "directing necessity by persuasion and reason". For πρὸς in this additive sense consult Mayser, *Grammatik*, II 2, p. 497. For ὑπακούειν σοι in a general service

restoration of the editors of P. Oslo III 141 in line 11, (ἐπιτελώντα π[άντα τὰ ἐπιταχθησόμενα τρεφο]μένου), that contract also should be included among the *didaskalikai* of the *paramone* group, despite the absence of the key phrase (παρὰ μένοντα αὐτῷ) from its expected place in line 10.⁷⁰ The restoration may, however, equally well be: ἐπιτελώντα π[άντα κατὰ τὴν τέχνην (possibly γερδικακὴν τέχνην) τρεφο]μένου, γ. τ. λ. Without the word *paramenein* the nature of the services remains in doubt and I have preferred not to include it in the list of certain *paramonai*. Perhaps it does belong there.

This papyrus brings out one particular point respecting apprenticeship in Egypt which, though as yet unnoticed, is worthy of attention. The apprentices were bound by law to follow the teaching craftsmen in case these instructors should change their places of residence during the period of the contract.⁷¹ The law applied to apprentice contracts in general, straight apprenticeships as well as *didaskalikai* with the *paramone* clause. Raphael Taubenschlag has informed me that he will deal with the state law which regulated the relations of apprentices and their teachers in the forthcoming second volume of his study of the *Law of Greco-Roman Egypt*. The provision of the law regarding attendance of the pupil upon his teacher, even if the in-

agreement, straight *paramone* labor without apprenticeship, see P. Oxy. VIII 1122, 11. παραμένειν, as the decisive legal term, appears in P. Teb. II 384, 20—22, π[αραμέ]νοντα αὐτῷ, as noted by Ulrich Wilcken in *Archiv für Papyrusforschung* V p. 241. Wilcken was wrong in his conclusion that the *paramone* did not permit a combination with the teaching activity of an apprentice contract.

⁷⁰ Eitrem and Amundsen, *Papyri Osloenses III* (Oslo, 1936), p. 214, have pointed out an error of judgment on my part in an early discussion of "Apprenticeship and Apprentice Contracts" in *Class. Phil.* IX (1914), p. 510. My mistake lay in concluding, from P. Hibeh 148, that the apprentice in the *didaskalikai* contracts, as against the labor contracts in anti-chretic loans, did not live with the teaching craftsman, but at home. From P. Oslo no. 141, the editors correctly point out that the verb *paramenein* had no bearing at all upon the place of living of the craft pupil. This is certainly correct; and it should have been evident to me at the time from P. Oxy. IV 725, 9—12.

⁷¹ P. Oslo III 141, 10: συναλοθούντα αὐτῷ κατὰ τὸν νόμον. The restoration is certified by PSI VIII 902, 15: συνα(ο)λουθῶν αὐτῇ πανταχῆ κατὰ τὸν νόμον.

structing craftsman should move away from his town of residence, operated legally in the direction of transferring a part of the control of movement over a minor, along with control of his hours of work, from his parent or guardian to the teaching craftsman.

A second provision of the law on apprenticeship, according to Taubenschlag, determined a group of proficiency requirements demanded of the master craftsman who assumed the task of teaching a trade. A third required registration of the pupils (*mathetai*) in an official list. The declaration for this registration was made before the training course was begun. As far as the four extant examples show which are known to me, all of the first Christian century,⁷² the obligation of making the declaration rested upon the parent or legal guardian of the prospective trainee. No doubt this was fiscal in purpose. It would, at least, enable the government officials to place the apprentice in ample time upon the list of those who were subject to the trade license.⁷³ Perhaps it is an equally important feature of the registration requirement that it also furnished to the authorities the names of that group whose actions were to be governed by the general law on apprenticeship. A fourth regulation, unknown to us in its details, made it illegal for a son to be apprenticed to his father,⁷⁴ possibly to any relative.⁷⁵ Provisions appear in the *syngraphai didaskalikai* covering overtime work, the amount of the schooling due to the apprentice, and the work due from him in lieu of days lost during the training period, whether lost by sickness or by neglect. These arrangements, too, may have

⁷² PSI VIII 871; P. Mich. III 170, 171, 172.

⁷³ J. G. Winter, P. Mich. III, introduction to no. 170.

⁷⁴ Winter, *Life and Letters in the Papyri* (Ann Arbor, 1955), 71, note 3; P. Mich. III, introd. to No. 170.

⁷⁵ This is the range of the regulation as it will be presented by Raphael Taubenschlag in vol. II of the *Greco-Roman Law of Egypt*.

The city law of Alexandria, cited in the fragmentary court case P. Oxy. IV 706, was based upon the laws governing freedmen relations to their patrons. It may have had to do, secondarily, with a *paramone* case; but this conclusion is completely dependent upon accepting Mitteis' hazardous reading of (*παρὰμένειν*) in his reproduction of the papyrus in Mitteis-Wilcken, *Grundzüge*, II 2 (*Chrestomathie*), No. 81. I cannot follow this insertion.

been formulated in the *nomos* governing apprentice relations.

There are four known ostraca from Egypt which seem to find satisfactory explanation only on the assumption of such a set of trade regulations of a rather comprehensive kind. In three of these four⁷⁶ ostraca a man called "the controller of weaving" (*histonarches*) grants permission to a weaver to set up a shop⁷⁷ "with whomsoever", or "where-soever", he may wish. In the fourth ostrakon of this similar group, on the other hand, the weaving controller forbade two weavers, a father and his son, to set up their trade (τὸ διάσ<μα ἀναβαλεῖν>) in a shop in which they might desire to do so.⁷⁸ What is clear from these four ostraca is that the weaving controller had the right, in certain cases, to permit weavers, or to refuse permission to them, to set up their shops where they wished. The question of location of a new shop was certainly the central point of the three grants of permission and the one refusal to grant it. Professor Taubenschlag will summarize his view in the sense that trade regulations existed in Roman Egypt which controlled the right of craftsmen to set up competing establishments in neighbourhoods selected at their own discretion.⁷⁹ The decision upon the point would, in his judgment, be made through a "dispositive clause" in the service contract drawn up between the parties concerned,⁸⁰ possibly with

⁷⁶ Ostraca Wilbour, 75; Wilcken, *Griech. Ostraka* I 1154, 1155.

⁷⁷ This is expressed as ἀναβαλεῖν τὰ ἔργα σου παρ' οὗ θέλεις in Ostr. Wilbour 75; as ἀναβαλεῖν τὰ ἱμάτια σου in Wilcken, *Griech. Ostraka* 1154; and τὸ (read τὰ) διάσματα, "the woofs" ---- ὅπου θέλεις ἀναβαλεῖν in 1155.

⁷⁸ Wilcken, *Ostr.* 1156. Wilcken's brief comment is conclusive except for his suggestion that the weaving controller intended to exclude the craftsman from working in any shop but his own ("apart from us") παρ' ἡμῶν χρήσασθαι ἢ βούλει γερῶ[τεῖω]. I would prefer to read παρ' ἡμῶν with ἀπειρόμεθα in the sense "we, on our side, forbid". See Mayser, *Grammatik*: II 2, 484, 485.

⁷⁹ In the *Anzeiger der Akad. der Wissenschaften in Krakau*, 1919. *Resumés* no. 12, pp 46—49, Taubenschlag quotes a *responsum* of Scaevola, Dig. 37, 14, 18: *an libertis prohiberi potest a patrono in eadem colonia in qua ipse negotiatur idem genus negotii exercere*. Cf. Scaevola's opinion applying specifically to garment makers in Digest. XXXVII 1, 45.

⁸⁰ Bernhard Windscheid, *Lehrbuch des Pandektenrechts* (9th ed., Frankfurt, 1906), I 125—126.

the requirement of an interpretative permit to be certified by the controller of weaving, if his permission had been gained.⁸¹

All employment of compulsory labor in public works and in the government monopolies seems to have followed the pattern of the general service obligations under the *paramone* system.⁸² The analogy extends to the *metallis damnati* whose position as convicts permitted no restrictions whatever upon the demands imposed upon them. Characteristic of their labor demands is the fact that they, like the *paramone* contract laborers, were released from their sentences by an *apolysis*.⁸²

Three points may be emphasized in the discussion of the general service, or *paramonai*, contracts. The first is the one discussed immediately above, that in compulsory services due to the government, the type of the contractual *paramone* was reproduced, but with more stringent restrictions on individual liberty of action. The second was that in leases of the labor of slaves the work of the hired slave would customarily fall under the general, or *paramone*, service type. The person who hired the labor of the slave would contract to take over the complete entity of the slave, including, without restriction, his entire labor capacity and his right of movement. Therefore it was self-understood that the hire of a slave fell under the general

⁸¹ The possibility that craftsmen might have been restricted in Egypt to definite areas or streets of the town in establishing their shops, as for example, to a Street of the Weavers or to a Street of the Potters, seemed worthy of consideration, but such areal designations are really rather rare in Egypt. For Oxyrhynchus see Hermann Rink, *Strassen und Viertelnamen von Oxyrhynchus* (Giessen, 1924), 27. In general consult the list of quarter and street names in Preisigke, *Wörterbuch III*, Abschnitt 22 and Theod. Reil, *Beiträge zur Kenntnis des Gewerbes* (Leipzig, 1915), 184. Data have been collected by A. Bataille and published in *Chronique d'Égypte*, 1944, No. 42, pp 237—244, which seem to identify the Theban Kerameia, the "Town of the Potters", with the modern village of Medamoud, north of Karnak. Despite the circular pottery ovens of the Ptolemaic or Roman period discovered there, the identification of the site of Kerameia still seems problematic.

⁸² As in Wessely, *Studien zur Paleographie XX* 76, 19—22.

⁸³ See Fr. Zucker in *Sitzungsberichte Berlin. Akad.* 57, (1900). 2, p. 713. Zucker's document is republished in Preisigke, *Sammelbuch*, No. 4639.

service (*paramone*) arrangement.⁸⁴ This decision is applicable, likewise, in the case of a slave who was put out to apprenticeship under a *syngraphe didaskalike* arranged by his owner. The third point of note is that, under the application of the penalty clauses for non-fulfillment of labor contracts of free persons, the penalty services thereupon due to the employer fall into the *paramone* type.⁸⁵

Only one general service agreement in the form of an actual contract has, as yet, appeared among the papyri of the Ptolemaic period. There are, however, three earlier and conclusive indications that this form of contract was widely employed in Egypt during that three century space of time. In the middle of the third century B. C. an offer was made to Zenon by a father to hire out his son under *paramone* conditions.⁸⁶ The father wrote to Zenon: "And I will guarantee in writing before I sail down the river to bring my son, Ptolemaios, down and place him under you at 100 drachmas, taking nothing from you."⁸⁷ With the knowledge of the *paramone* now available to us it becomes clear that the father of the boy could ask for 100 drachmas and still profess to take nothing from Zenon for the boy's

⁸⁴ Characteristic of the *paramone* services of slaves are the following agreements: BGU IV 1159, 9—11; PSI VI 710 and P. Oxy. XIV 1647, 21—25. In a case of foreclosure upon a slave given as security for debts the debtor agreed, in P. Oslo II 40, 10, that the creditor was to assume τὴν κρά[τηρεν] καὶ κωρεῖαν τῆ[ς] ὑπα]ρχούσης μοι δοδ[ι]της].

⁸⁵ BGU IV 1154 was listed by Wilhelm Schubart, its editor, as a "repayment of a loan, with *paramone*." It is a receipt for repayment of two so-called "loans" (lines 10—11: τὰ δάνεια ἃ ἐδάνεισεν.) one of which (lines 16—17 and 21—24) is the familiar advance of 100 drachmas which bore no interest. It records, also, the release (*apolyxis*) of a son of the debtors, who was a free boy, from the application of a *paramone* arrangement. This *paramone* situation had arisen out of a foreclosure executed against the boy's labor because of nonpayment of a loan made to his parents. The original arrangement had been a contract of loan (*daneion*), not a general service contract. The *paramone* had resulted from the application of the penalty clause.

⁸⁶ PSI IV 424.

⁸⁷ *Ibid.*, lines 10—15: ἐγὼ δέ σοι χειρογραφῆσω πρὸ τοῦ ἀναπλεῦσαι κατὰξεν τὸν υἱὸν Πτολεμαῖον καὶ ὑποθήσειν σοι αὐτὸν (δραχμῶν) ρ. There is no specification as to how the boy's talents — his education had been of a general kind — should be employed.

services. The 100 drachmas⁸⁸ are certainly to be explained as the advance money now so well known from P. Michigan II, which would be repaid without interest. The boy's training under Zenon might possibly have been for the diplomatic service, as Vitelli suggested; but more probably it was for one of the bureaucratic services either in the private or in the state departmental divisions under Apollonios, the dioecetes. At any rate, no wages, (*opsonion* as contrasted with the *argyrion* the advance money) were to be received during the period of the boy's training.

The two other Ptolemaic references appear in BGU VI 1258 which is a register of abstracts of private legal documents ascribed to the second century B. C. In the first of these a gardener agreed to work a waterwheel in a bath under *paramone* conditions for a period of eleven months. In the second abstract a father indentured one of his sons under *paramone* for general and undetermined services for a fixed wage with clothing allowance. The lines are fragmentary; but they give the following portions clearly: "Paramone presented. Harpos, son of Kollouthos, — — — — (agrees) with Korax that (he will give over to him) his elder son, Per—— (?), (the boy) *remaining with him and performing every kind of work enjoined upon him, from Thoth of the 28th year to Mesore of the (same year).*"⁸⁹

⁸⁸ 100 drachmas is the highest amount recorded among the advances in the examples of the *paramonai* in the Michigan registers. That amount appears in P. Mich. II 121, *verso* coll. II 17, VII 21, XI 5; in 123 *recto* coll. X 52; XI 26; XII 57.

⁸⁹ BGU VI 1258, 17—19, which was called to my attention by Professor Taubenschlag who correctly listed it with the *paramone* group in his *Law of Greco-Roman Egypt*, 218, note 77. The pertinent passage reads: Ἀρπῶς ---- [τὸν] ἑαυτοῦ πρεσβύτερον υἱὸν Πέρ....[..... παρα]μέ[νον]τα αὐτῷ λειτουργοῦντα πᾶν τὸ ἐπιτα[σσό]μεν[ον] αὐτῷ. I see no reason to scribe any anti-chretic character to this document. In line 7 read ἡμ[ο]λ[ογ]εῖ; in line 9 ἀνη(νέχθη) δά(νειον); in line 10 ἀνη(νέχθη) μίσ(θωσις); and in line 17 ἀνη(νέχθη) παρα(μονή). Cf. in P. Amherst 98, 4: κατὰ(λογος?) Μεσο(ρής) ἐπενέχθη), as I would extend the abbreviations. Also note the ἀναφόρια and compare the verbs ἀναφέρειν and ἐπιφέρειν in P. Mich II 123, *recto* III 7 and 35. Respecting that entry see Boak's note to line 7 and other references to ἀναφόριον. It cannot be a payment, as I see it, but must be a report. For examples of the five day revenue reports upon fishing in the Fayum of the *epitretai nomou kai drymou Theadelphia* see P. Oslo III 89—91.

Here the verb *paramenein* and the characteristic feature of undefined kinds of work have been emphasized by my italics.

The single *paramone* in contract form from the Ptolemaic era is the fragmentary PSI V 549 of the year 42—41 B. C., which lacks upon the left side about 35 to 45 letters. It seems to be a translation into Greek from a demotic original and shows characteristic demotic turns of phraseology. By this contract a woman of Oxyrhynchos bound herself out to a second woman who bore the Egyptian name of Tascutis (see Preisigke, *Namenbuch s. v.*). The services were to be for ninety-nine years which, with the intercalated months, are reckoned in line 5 at 1,204 $\frac{1}{2}$ months. I judge that this long duration of the contract is to be regarded as a technical legal expression for an indeterminate period, just as in the Delphic manumissions the *paramone* services of the freedmen were said to endure for the life expectancy of the former owners of the *paramone* freedmen, whereas actually they lasted in numerous cases for a few years only. The woman undertaking the services agreed to do "all the things enjoined upon me by you" (line 5) and to labor "in your house and in the (place?) of your work by night and (by day)." There were customary penalties attached for failure to fulfill these services; but these are lost.

On the basis of my understanding of the *paramone* as a contract of services which were of a general, or unspecified, kind in contrast to work agreements entailing specified sorts of labor, the following list of the *paramone* contracts from Roman Egypt, or of undeniable references to them, is here set up. Under the new, and stricter, definition of the *paramone* this list is designed to replace those presented heretofore by Angela Zambon⁹⁰ and by Allan Chester Johnson.⁹¹

14 B. C. — BGU IV 1153 II

9 B. C. — BGU IV 1126⁹²

⁹⁰ A. Zambon, *Aegyptus* XIII (1955) 655.

⁹¹ A. C. Johnson, *Economic Survey of Ancient Rome*, II, *Roman Egypt* (Baltimore, 1956), 452—454.

⁹² This is a clear case of a *paramone* agreement for general work in a beer shop: παραμενεῖν ---- ἐν ---- ζυθοπολίῳ ἐπιτελοῦσαν [τῶ] ἐπιταχθῆ[σόμενα] αὐτῆ, lines 9—10.

- 8 B. C. — BGU IV 1159
 10 A. D. — P. Tub. II 384
 30 A. D. — P. Ryl. 128
 36 A. D. — P. Oxy II 322⁹³
 39 A. D. — Papiri Milanesi I 7, 17—18
 11 *paramonai* entries, 42 A. D. — P. Mich. II 121 *verso*
 and 121 *recto* III iii⁹⁴
 14 *paramonai* entries, 45—47 A. D. — P. Mich. II 123
recto
 3 *paramonai* entries, 46—49 A. D. — Mich. II 124 *recto*
 I 15, and II 20: *verso* I 27
 1, *paramone* entry, 45 A. D. — P. Mich. II 125, 15
 1 *paramone* entry, 46—47 A. D. — P. Mich. II 128,
 col. III 19
 2 receipts ending *paramonai*, 45—47 A. D. — P. Mich. II
 125 *recto* col. XI 26 and col. XXII 11
 apprentice *paramone*, 48 A. D. — P. Fuad 37
 apprentice *paramone*, 66 A. D. — P. Oxy II 275
 1st century — PSI X 1120
 1st century — PSI VIII 902
 2d century (Trajan) — P. Oxford 10
 121 A. D. — Dura Parchm. 10 (*Yale Classical Studies*
 II 5 ff.)
 139—140 A. D. — P. Cairo Preisigke 31, lines 4—12.⁹⁵
 158 A. D. — P. Flor. I 44
 176 A. D. — P. Aberdeen 56
 183 A. D. — P. Oxy. IV 725
 1st or 2nd century — P. Oxy. X 1295
 2nd century. — PSI XXI 1263, col. 1 1—6, 20—24.⁹⁶

⁹³ Only a description of this papyrus is available. It is said to follow the formula of P. Oxy. II 275 of 66 A. D.

⁹⁴ See note 14 above. P. Mich. II 121, *recto* III is an abstract of the same contract as that briefly listed in the entry given in no. 121, *verso* II 17. It is, therefore, not included in this total of 11 *paramonai* items.

⁹⁵ Published in the *Schriften der wiss. Gesellschaft, Strassburg*, Heft 8 (1911). It is highly probable that this is an abstract of a general service contract. Note, in line 9: ὑπερετών καὶ πο[ι]ῶν τὰ ἀνήκοντα πιστ[ῶς].

⁹⁶ The slave, in the case of this will, was to be freed by a deferred manumission, her freedom to date from the death of her owner. When the manumission went into effect it was to be of the general service (*paramone*) kind. The *paramone* services were then to be paid to the daughter of the woman who made the will.

- 277—282 A. D. — P. Mich. inv. 2819⁹⁷
 407 A. D. — P. Oxy. VIII 1122⁹⁸
 569 A. D. — P. Strassb. I 40
 569 A. D. — P. Cairo Byzant. 67025⁹⁹
 6th century — P. Jandanae IV 62¹⁰⁰
 602 A. D. — P. Grenfell II 87
 604 A. D. — Stud. Pal. XX 219
 679—688 A. D. — P. Nessana Colt, Inv. no. 13, 306¹⁰¹
 7th century — Preisigke, *Sammelbuch* 4490.¹⁰²

I have not included in the above list three possibilities of *paramone* contracts which are too fragmentary for positive determination. These are: P. Hibeh 148 (3rd century); BGU I 310 (Byzantine period); P. Princeton II 78 (6th century). Also Papiri Milanesi inv. no. 26 of the fifth or sixth century, published by Orsolina Montevicchi in *Aegyptus* XXII (1942), pp 63—67, is omitted because of the shattered condition of the beginning lines, which are the determining

⁹⁷ *Annales du Service des Antiquités de l'Égypte*, vol. 29 (1929), pp. 47—49 (=Preisigke, *Sammelbuch* IV No. 7358).

⁹⁸ P. Reinach II 105 of Aug. 29, 452 A.D., published in *Bull. de l'Institut Français d'Archéologie Orientale de Caire* XXXIX (1940) is not a *paramone* contract despite the advance money (προχρῖα) connected with it. This has been incorrectly described by Pierre Jouguet as a loan instrument.

⁹⁹ This is reproduced by Paul Meyer, *Juristische Papyri*, No. 12 and by Arangio-Ruiz, *Fontes Iuris Romani* III, no. 12, with bibliography. The sister of the woman who made the contract had been in service for a debt. The woman had desired, by payment of a part of the debt to redeem (ἀναλυτοῦσασθαι) this sister from her *paramone* services, line 21. P. Flor III 284 of 558 A.D. is a *paramone* in court procedure guaranteeing the presence and appearance of a man in court.

¹⁰⁰ This is obviously a work contract and presumably of the *paramone* type although the word *paramone* does not appear in the portion preserved. The girl who was in service received some salary, sustenance of a fitting kind, and clothing.

¹⁰¹ M. Schwabe in A. M. Koeniger, *Magnes Anniversary Book*. (Jerusalem, 1958) 224—235. Through the kindness of Naphtali Lewis, I have used the English translation made by Ralph Marcus of the University of Chicago of the discussion of Schwabe which was written in Hebrew. Schwabe regards it as a manumission, whereas it is a release from a *paramone* contract. See my discussion at the end of this paper.

¹⁰² Originally this was published by Wessely in *Jahresb. des Hernal's Gymnasium* (Vienna, 1890) No. 11, p. 13.

ones. The decisive word, *paramone*, does not appear in the unbroken lines which remain. According to lines 5—6 and the advance money so characteristic of the *paramonai* (lines 11—15), it may, however, have been of the general service type.

The supposed indenture of a freedman who remained in continuing services with his former master after he had been manumitted, P. Oxy. IV 706, as it was interpreted by Ludwig Mitteis in *Grundzüge (Chrestomathie)* II 2, no. 81, is based upon a doubtful insertion of *παραμένειν*. I cannot accept it as a compelling restoration. The word may just as well be either *ἀκολουθεῖν* or *ὑπακούειν*.

Acceptance of the view that apprentice contracts in Egypt might contain a *paramone* clause demanding "general" services from the apprentice¹⁰³ would seem to eliminate one controversial point arising in connection with the *homologiai didaskalikai*. Adolph Berger, in his early study of the penal clauses in the papyri, presented the apprentice contract itself as a form of *locatio-conductio operarum*.^{103a} If the apprentice, according to Berger, were a person legally independent, he was to be regarded as the *locator* in a lease disposing of his own working capacity. If he were a minor, or otherwise dependent, the person under whose charge he stood became the *locator* of such *operarum*, that is, the lessor of the working ability of the apprentice. From the standpoint also of the instruction given by the artisan-teacher the apprenticeship contract, in Berger's view, should be defined as a *locatio-conductio operarum*.¹⁰⁴ To this Stanislaw Cugia entered the objection, affecting only the activity of the teaching craftsman, that the *didaskalike* was a *locatio-conductio operis*. In the apprenticeship form the result of the instruction given by the teaching artisan, that is, its efficacy as reflected in the learning of the student, must, according to Cugia, be kept distinct from the teaching itself

¹⁰³ For the work element of the *paramone* apprentice contract, see W. Schubart, *Einführung in die Papyruskunde* (Berlin, 1918) p. 429.

^{103a} Adolf Berger, *Die Strafklauseln in den Papyrusurkunden* (Leipzig, 1911), 167—173.

¹⁰⁴ *Ibid.*, 168—169.

which was a consequence of the *opus* of the instructing craftsman, not a constituent part of it.¹⁰⁵

The finesses of this discussion regarding the applicability of *opus* or of *operae* as describing the activity of the craftsman-instructor are difficult to follow for the mind untrained in legal subtleties. Its value seems to disappear if one accepts the apprentice contract for what it is in its economic aspect, namely, a labor agreement on the part of the representative of the apprentice and a teaching agreement on the side of the master craftsman. From the point of view of the apprentice his contract called either for specified work connected with the trade itself in the service of the teacher, or for more general work which was of the *paramone* type. It is the latter form of agreement which I have called above "the *didaskalike* with *paramone* duties"¹⁰⁶ or "the *didaskalike* with *paramone* obligations".¹⁰⁷ In this type of working-and-teaching contract, in which the kinds of work to be exacted from the pupil were left undefined, the emphasis easily shifted from its learning-teaching relationship toward the side of the straight *paramone* requirements as these were demanded from the apprentice. This weighting of the agreement from its original bilateral obligations toward the side of the labor requirements would depend upon the expected increase in the value of the services of the apprentice to his teacher in the craft or trade. Any change in this direction should find itself reflected in a corresponding increase in the wages paid to the pupil.

BGU IV 1124, a Berlin papyrus of 18 B. C. edited with his admirable accuracy and insight by Wilhelm Schubart

¹⁰⁵ S. Cugia, *Profili del Tirocinio*, pp 28—29. Upon the point of the instructing craftsman's teaching efforts I follow Adolf Berger, *Strafklauseln*, 168—169, and Ulrich Wilcken in *Archiv* V 241 as against Hans Lewald, *Personalexekution im Recht der Papyri*, whose view was accepted by Cugia, *op. cit.*, pp 22—28 and by Vincenzo Arangio-Ruiz, *Lineamenti del Sistema Contrattuale*, 54, note 2, in *Pubblicazioni Univ. Sacro Cuore, Scienze Giuridiche*, vol. XVIII.

¹⁰⁶ I have avoided the use of the phrase *paramonai-didaskalikai* because it would seem to establish a legal classification in terms which the Egyptian notaries did not employ.

¹⁰⁷ See p. 29 above.

and previously used in this discussion is a release from a *paramone* apprentice contract of the type established above. The conditions activating the invalidation of the apprentice agreement which had taken place before the "release",¹⁰⁸ were these. Nilos, a nail maker by trade, had made a contract with a certain Herakleides and an associate of Herakleides, named Taurinos, to teach his trade to the son of Herakleides. As was customary in connection with the *homologiai paramones* and with the *didaskalikai* with *paramone* obligations, Nilos had advanced 100 drachmas to Herakleides and Taurinos. If the contract followed the pattern of all of the similar apprentice agreements with *paramone* money advances, as these are known to us, this 100 drachma advance would, in the original contract, have carried no interest charge. It might, however, be subjected to interest payments in case of a breach of the contract upon the part of those who agreed to furnish the labor of the apprentice to the nail maker, Nilos.

Separate from the money inducement offered to Herakleides and Taurinos by Nilos, the craftsman, for the *paramone* services of the son of Herakleides there was a money loan made to Taurinos by the craft teacher. This amounted to 700 drachmas which was subject to interest charges. For some reason which does not appear in the invalidation document,¹⁰⁹ the father of the boy and his associate desired to abrogate the *didaskalike* with Nilos. This they did by an agreement reached in the Court of the Royal Hall in Alexandria. To accomplish this they were compelled to make the financial sacrifice of repaying the advance of 100 drachmas which Nilos had made to them. The loan, on the other hand, which Nilos had made to Taurinos and the interest

¹⁰⁸ It was correctly headed by Schubart as an "*Aufhebung eines Lehrvertrages*". The terms of the original document of the *paramone*-and-teaching contract can by re-established, in general outline, from the release.

¹⁰⁹ BGU IV 1124, 4—7: *συναχωρῖ ὁ Νίλος ἀτόθεν ἄκυρον εἶναι τὴν ἀνενηγόχασιν αὐτῶι ---- συναχώρῃσιν*. The clause granting the advance of 100 drachmas and the acknowledgment of the receipt of it were definitely incorporated in the *didaskalike* as a part of that document. See lines 14—15: *ὡς ἐπεχρήστην αὐτοῖς κατὰ [τὴν] αὐτὴν συναχώρῃσιν ἀρ(γορίου) (δραχμὰς) ρ*.

upon its principal amount were to remain unaffected by the liquidation of the teaching contract.¹¹⁰

It is clear that the terms of the *didaskalikai* which were based upon *paramone* services would primarily be determined by the financial needs and the bargaining position of the one who let out the working capacity of the apprentice, whether this lessor was his father, his mother, or otherwise his legal representative. The payments might, for example, start from the beginning of the apprentice's connection with the trade teacher¹¹¹ and remain equalized throughout the period of the working-teaching relationship. In the second instance, and notably in contracts of apprenticeship of longer duration, the payments made for the *operae* of the apprentice might be substantially increased as his craft ability and his value as workman developed with experience and under the guidance and criticism of the teaching craftsman. Oxyrhynchus papyrus 725 of 183 A.D. offers an excellent example of this. It was a long term contract, of five years duration, in which the beginning of the money payments for the *paramone* services was delayed until the eighth month of the third year of the contract. In the last five months of the year three it was to begin, at the rate of twelve drachmas per month. In year four it was to be increased to sixteen drachmas per month. In the last year it was to rise to twenty-four drachmas monthly, an increase of thirty-three and one third per cent over the pay of year four. Certainly, in this case, the *paramone* services, or *operae*, of the *mathetes* increased in value as the teaching *operae* of the master artisan diminished until, in the fifth year, the *paramone* services had completely superseded the *didaskalike* function¹¹².

In the procedure of analyzing labor contracts of the *paramone* type, including the teaching contracts with the general service feature, it is essential to keep the advance money quite separate from any possible loan which might also ac-

¹¹⁰ BGU IV 1124, 28-30: συνχώρησιν ---- περι επιχειρητίου δανείου ἀρ(γυρίου) (δραχμῶν) ψ καὶ τόκων μενεῖν κο[ρί]αν.

¹¹¹ Such is the case in P. Fuad 57, 4, of 48 A. D.

¹¹² P. Oxy. IV 725, 16--26. For this increasing emphasis upon the *operae* of the apprentice over the teaching function compare Arangio-Ruiz, *Lineamenti*, 54.

company the *paramone* labor agreement. This was done above in connection with the analysis of BGU IV 1124. Observance of this rule will help to clear up some minor confusions in the understanding of P. Oxford 10.

P. OXFORD 10 AS PARAMONE CONTRACT

This document was correctly headed by its editor, Miss Wegener, a "Contract of Service (ΠΑΡΑΜΟΝΗ)"¹¹³ and was, on the whole, correctly analyzed by her in that sense. A brief outline of its salient features presents the following facts. A certain Ares, a Persian of the Epigone, and his wife had hired themselves out under *paramone* (line 15, παραμμενείν) to Loukios Bellenos Gemellos, a Roman legionary veteran, to take care of the pigs of Gemellos for a year's term. The work was to be a general oversight of the herd of pigs. Ares and his wife agreed to lead them out to the right places and to do everything which it was fitting for a pig herder to do.¹¹⁴ The pig herder acknowledged that he had received twenty drachmas, the *argyria* without interest charge, which was customarily connected with the *paramonai*.¹¹⁵ This money advance, in amount of twenty drachmas, was to be paid back after the term of the contract had ended;¹¹⁶ and it is a characteristic feature of the *paramone* contracts that no definite time for repayment appears. The money, in this case also, was to be returned "after the time" of the contract.¹¹⁷ Miss Wegener was misled through regarding this advance of twenty drachmas made to the pig-herder as a loan. Hence a labor contract of the *paramone* class, as she correctly headed it, later becomes an anti-chretic loan; and in its turn, the supposed anti-chretic loan becomes "nothing else than the wages of one month paid in advance". The

¹¹³ E. P. Wegener, *Some Oxford Papyri*, No. 10, pp 38—48.

¹¹⁴ P. Oxford 10, line 19: ποιῶν πάντα ὅσα καθήμι τῷ βόσκωι.

¹¹⁵ *Ibid.* line 15: καὶ ἀντὶ τῶν τόκων παραμμενείν τὸν Ἄρη.

¹¹⁶ This is the ἀργυρίου δραχμὰς εἴκοσι mentioned in lines 13—15 and in line 27 of the contract, and τὸ ἀργύριον of lines 41—42 of the summary of the work taker. In lines 36—37 of the summary, written for the pig-herder who was illiterate, it is clearly stated that these twenty drachmas were for the *paramone*, ἐπὶ τῇ παραμονῇ.

¹¹⁷ Line 26: καὶ μετὰ τὸν χρόνον ἀποδώτω.

character of the loan is "more or less fictitious and it hardly differs from a handsel (*ἀρραβών*)".¹¹⁸ The wages of the pig herder, called *ὀψώνιον*,¹¹⁹ were to amount to the same per month as the advance money, namely twenty drachmas. This was to be inclusive (*εἰς πάντα[α] λόγον ὀψων[ί]ου*), meaning that there was to be no additional payment, in money or in kind, for clothing allowance or oil (*himatismos* and *elaion*), or for food maintenances (*sitometria*, or *metremata* if paid in kind).¹²⁰

Miss Wegener also finds two kinds of penalties which could be invoked by Gemellos, against the pig herder, and or his wife, which creates "a certain inconsistency" for her.¹²¹ One of the penalties was the doubled repayment *διπλοῦν* of the advance of twenty drachmas. This advance had been made, as the contract clearly states, "in consideration of the general services (*paramone*) of one of us, (namely) Ares."¹²² The second penalty was to amount to two drachmas per day for each day of the year upon which the pig herder might have abandoned the job, plus one half of the advance of twenty drachmas.

It is to be noted that the word *daneion* does not appear in P. Oxford 10. Consistently the money advanced to the pig herder is referred to merely as *argyriou*.¹²³ The pig herder was by the terms of this *paramone* contract in a position to free himself from the agreement before the expiration of the period of his *paramone*. This becomes clear through the statement, in lines 27—28: "but if he should be released before the time, he will pay back the money (*scil.*, the advance) doubled." This certainly constituted a method of release (*apolyxis*) from the *paramone*. The pig herder, under any circumstances, was to be compelled to pay back the twenty

¹¹⁸ Wegener, *Some Oxford Papyri*, p. 42.

¹¹⁹ P. Oxford 10, line 21: *εἰς πάντα[α] λόγον ὀψων[ί]ου*. This is aptly translated by Miss Wegener as "everything included."

¹²⁰ These supplementary payments appear in the similar *paramone* service contract, PSI VIII 902, 5—15.

¹²¹ *Some Oxford Papyri*, p. 45.

¹²² P. Oxford 10, 36—37: *δραχμὰς εἴκοσι ἐπὶ τῇ παραμονῇ τοῦ ἐνὸς ἡμῶν Ἀρείου*. For *ἐπὶ* in this sense see Mayser, *Grammatik* II 2, p. 475.

¹²³ *Ibid.*, lines 14, 25, 27, 36, 42.

drachmas of the original advance, as was customary in instruments of this kind. He could also buy back some part of the year of his service by paying back the money *diploun*, that is, with an addition of 100 per cent.¹²⁴ This possibility actually existed in the face of a statement that the work taker could not "be released within the time" without authorization (μη̄ ὄσσης ἐξουσίας αὐτοῦ). This prohibitive clause, however, was mere standard formula, always introduced by the notaries.¹²⁵ It is merely a coincidence — a confusing one, however — that the additional 100% for purchasing his release exactly equalled the amount of his wages for a single month. The *diploun* in this case was not a penalty, as Miss Wegener (p. 45) construed it. It was the price of the worker's redemption from the application of his contract, if he should desire to abandon it. In the later Byzantine documents of this type this right of release came to its full expression.¹²⁶

In P. Oxford 10 the actual penalty clause for arbitrary withdrawal from the agreement lies in lines 23—25, following immediately upon the formulary statement that there was to be no right on the side of the worker to abandon the contract. It provided that the worker was to pay two drachmas per day for each day that he had abandoned the herd of pigs, plus a 50% penalty added to the amount of the twenty drachmas advance.¹²⁷

¹²⁴ In the case of BGU IV 1124 the nail maker, Nilos, by a decision reached in court, got back the amount originally advanced, but apparently with interest granted for the reason that the year of the proposed labor services of the apprentice was not completed.

¹²⁵ In this respect it resembles the formula in the Delphic manumissions with continuing services (*paramone*) in which the indentured services of the new freedman were stipulated to endure for the life expectancy of the beneficiary of these services. Actually we have numerous releases (*apolyseis*) which show that they endured for only a few years. Examples of Delphic *paramone* manumissions with their corresponding releases are: GDI 1801, 2—3, and 1751, 4—5, which is the *apolyseis* of the freed girl, Leaina; 2199, 9, which has a life expectancy of service, contradicted by the fact of the *apolyseis* which is No. 2200: 2151, 8 and *Fouilles de Delphes* III 3, (1), No. 45; *Fouilles de D.*, III 6, No. 6, 13—14 and No. 7 (= Colin, in BCH XXII, Nos 94 *bis* and *ter*).

¹²⁶ As in Preisigke, *Sammelbuch* I 4490, 25—29 and Stud. Pal. XX 219, 31—35.

¹²⁷ For the *hemiolia* connected with loans as a 50 per cent interest charge consult Naphtali Lewis in *Trans. Amer. Philological Assoc.* LXXVI (1945), 126—139.

P. NESSANA, inv. 13,506 (Colt Papyri) ¹²⁸.

This document, according to Professor M. Schwabe of Jerusalem, is to be dated between 679 and 688 A.D. In the translation here given I have followed, in the main, the English rendition of Ralph Marcus, made from the Hebrew translation by M. Schwabe, editor of the papyrus. I have taken the liberty of deviating from Schwabe's translation in several places where the Greek version seemed to suggest such changes. I have indicated these differences by italicizing the words which I have altered.

"In the name of God!

This is to state that Abba Kyrin has redeemed ¹²⁹ his son from El-Aswad-ben-Adi for a sum of 50 *solidi*. Of these (*scil.* these 50 *solidi*) El-Aswad gave as a gift ¹³⁰ 20 *solidi* to Abba Kyrin, and 30 *solidi* of them Abba Kyrin paid to El Aswad, the son of Adi. And El-Aswad, the son of Adi, agreed with Abba Kyrin concerning his son. He (Abba Kyrin) has authority to permit (the son?) to go away where he wishes ¹³¹ and there is no claim to El-Aswad in the matter of the son of Abba Kyrin, whether small or large. And *he himself* (*Abba*

¹²⁸ This document, a bilingual in Arabic and Greek, was published by M. Schwabe in the *Magnes Anniversary Book*, pp 224—235. Schwabe, published only the Greek text. He reports that the Arabic text, which is the upper one, is badly damaged. I have had the permission of Professor Ralph Marcus, of the University of Chicago, to use his translation of the original Hebrew commentary of M. Schwabe.

¹²⁹ Line 2: ἐλυτρώσατο. Read ἐλυτρώσατο.

¹³⁰ Line 3: ἐχαρίσα[το].

¹³¹ At this point (lines 6—7) the Greek text reads: ἔχει ἐξουσίαν ὅπου ἢ ἔχει ἐξουσίαν ἰπουδά[ν] ἀπελθῆν. The second ἔχει ἐξου[σίαν] seems to be a dittography. The translation of Schwabe's Hebrew version by Professor Marcus reads: "he has freedom in the place where he wishes and he has freedom to go wherever he wishes." The Greek word is ἐξουσία "authority", or "right", — not ἐλευθερία, meaning "freedom." No such phrase as "he has freedom in the place that the wishes" is known to me, whether in the Delphic manumissions or in any of the *paramone* contracts from Egypt. Corrupt though the text is, the legal idea seems to be clear. The *patria potestas* of the father over his son had been infringed upon by the contract with El-Aswad-ben-Adi, when the boy was turned over into his service. This *patria potestas* is now returned to the father; and no one has a further claim against him, Abba Kyrin, in the matter of the boy's services.

*Kyryn) has the control over the life of him wherever he (the son) may go, so that no man shall have any claim against him, either I, El-Aswad, or my heirs, or my successors (in intestacy).*¹³²

Written in my hand, in the hand of Abba Georgios, the son of Victor, in the month of Peritios in the 15th indiction — year 561 according to the era of Elousa.

(2d hand.) I, Sergios, son of Georgios, son of Patrikos, witness it just as it is stated above".¹³³

M. Schwabe, publisher of this Nessana document, interpreted it as follows: the son of Abba Kyryn was the slave of El-Aswad, sold to him at some previous time by the boy's father. By this legal instrument the boy was now ransomed from enslavement. In Schwabe's eyes the document was, therefore, a purchase into freedom, the redemption price being given as fifty *solidi*.¹³⁴ Schwabe not only identified this instrument as a manumission, but, more precisely, as a *manumissio inter amicos*, that is, one which did not proceed by the official formulas. Through this decision the editor placed before himself two difficulties of explanation. Why should two individuals connected with the Church, both probably monks, not use the procedure of the Church manumission (*manumissio in ecclesia*)? The second difficulty arose out of the editor's awareness that a law of Justinian had explicitly fixed at five the number of witnesses required for a *manumissio inter amicos*.¹³⁵ This document has only one witness. According to the editor, as quoted in the English translation before me: "there is no way of knowing the reason for this departure".

The false identification of this transaction as a manumission created another confusion which Schwabe attempted to ex-

¹³² For the doubtful translation of the phrase *κληρονόμοι μου και διαδοχή μου* see Taubenschlag, *Law of Greco-Roman Egypt*, p. 158, with the important references in his note 8.

¹³³ The change here made from the Marcus-Schwabe rendition is not significant. The Greek stands thus: *μαρτυρω καθ'ος ανωτερο ειρησε.*

¹³⁴ P. Nessana inv. 15, 506, line 3.

¹³⁵ Codex, 7, 6, 1 c: *quinque testibus adhibitis*. See Leopold Wenger in M. Koeniger, *Beiträge zur Geschichte des christlichen Altertums, Festgabe Ehrhard*, (Bonn, 1922), 475.

orcise by a rationalization. The fact was clear to him that nothing appears in the document to show that the boy slave had contributed to the process of his emancipation "by means of his labor and of sums of money which he earns for himself". In the interpretation of the instrument the editor was constrained to explain this peculiarity as "an Arabic detail which stands out in the Greek document."¹³⁶

In the Greek text of this Nessana contract, as Professor Schwabe presented it,¹³⁷ no word other than ἐλυτρώσατο appears which would suggest that this is a grant of freedom. There is neither *doulos* or *douleia*, *soma* or *oiketes*, *eleutheros* or *eleutheria*, *apolyein* or *apolysis*. Also, the sale of free children and the pledging of them against a debt was expressly forbidden by the Roman law from the time of Diocletian onward. This is clear from *Codex* 4, 43, 1: *liberos a parentibus neque venditionis neque donationis titulo neque pignoris jure aut quolibet alio modo nec sub praetextu ignorantiae accipientis in alium transferri posse manifesti juris est.*¹³⁸ The attitude of the Roman law upon this point is, further, forcibly expressed in a Christian assertion of a woman's freedom which comes from the sixth century after Christ: "It has been established clearly for all persons that neither long passage of time nor any error can lessen the freedom accorded to men from above and by nature".¹³⁹

Just as there is no other word in the Nessana papyrus to indicate that it was a manumission so also there is nothing else than the one verb ἐλυτρώσατο — "Abba Kyrin has redeemed his son" — to prove that it is a release from a labor con-

¹³⁶ The quotations which I give have been taken from Professor Marcus' translation of the Hebrew discussion of the editor.

¹³⁷ *Magnes Anniversary Book*, p. 225.

¹³⁸ Cf. *Codex*. 4, 10, 12: *ob aes alienum servire liberos creditoribus compelli, non patiuntur*; Egon Weiss, *Pfandrechtliche Untersuchungen I* (Weimar, 1909), 62—64; Taubenschlag, *Law of Greco-Roman Egypt*, I 55—56. For the legal references I am here deeply indebted again to Professor Taubenschlag.

¹³⁹ J. Maspero, *P. Cairo Catalogue* 9, 3, 67294 (*Catalogue Général des Antiquités*, vol. 9, 1), lines 1—3. The document is repeated in another version, *ibid.*, I 67089. The two versions are discussed in full by Leopold Wenger in A. M. Koeniger, *Festgabe Ehrhard*, 451—478. Wenger has reproduced P. Cairo Cat. 67294. The *terminus ante quem non* for these documents, according to him, (*ibid.* 465) is 551—554 A. D.

tract of *paramone*. Despite the absence of this key-word (*paramone*) the document clarifies itself completely under the interpretation that it is such a release from a condition of general service indenture. Abba Kyrin had bound his son, under a general service agreement, to Abba El-Aswad; and he had received fifty *solidi* as the customary advance money upon the transaction. Of this advance the father, Abba Kyrin, had repaid thirty *solidi* to Abba El-Aswad, retaining twenty drachmas granted him as a favor.¹⁴⁰ By this repayment of a part of the advance money — and without any accrued interest, as was the custom in the *paramone* arrangements — Abba Kyrin had obtained official recognition of the release of his son from the *paramone* service relation. It has been shown above that it was a consistent characteristic of the *paramone* type of labor agreement that the right of movement of the worker was restricted during the duration of the contract. The release from the *paramone*, which is the subject of the Nessana papyrus, expressed itself primarily in the return of his freedom of movement to the indentured son¹⁴¹ just as it had done in the releases (*apolyseis*) from *paramone* connected with the Delphic grants of freedom eight hundred years earlier.

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¹⁴⁰ P. Nessana, inv. 15,506, 3—4: νομίματα εικοσι ἑχαρίσα[το ὁ] Ἀλασουαδ τῷ Ἀββῶ Κοριν.

¹⁴¹ *Ibid.*, lines 6—7: ἔχ: ἐξο[υσίαν] ὅπο[υ] θέλι ---- ἀπελθῖν.