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The Journal of Juristic Papyrology 4, 49-61

1950

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EXTINCTION OF CLAIMS IN SLAVE SALES AT DELPHI

It was the great privilege of this contributor to the volume dedicated to the memory of Professor Pierre Jouguet that he had the honor and pleasure of a personal meeting with the distinguished French scholar during his last year in Egypt. His keen intelligence, the vital impact of his personal charm and integrity, the range and accuracy of his knowledge and his kindly personality remained vivid and unimpaired — all those qualities of mind and character which had gained and had held for Professor Jouguet through the years the singular devotion of his many students and colleagues. During his early manhood Professor Jouguet was associated with the Faculty of the French School at Athens where he was in close touch with the excavations conducted at Delphi under the direction of that Faculty. It is, therefore, not inappropriate that this brief study, based upon Hellenistic manumissions from the sacred precinct at Delphi, should find its place in a volume so fittingly dedicated to the man himself and to his sensitive understanding of the cultural history of the eastern Mediterranean lands in the three centuries which preceded the birth of Christ.

The problem which is here presented deals with the formal insertion in about two-fifths of the records of manumissions at Delphi by trust sale to Apollo of an "approval" clause called a *eudokesis*. The legal nature of this clause, its intention and its result need more consideration than they have had. The slaves concerned in these grants of liberty were, in large measure, owned by masters who resided in Delphi; but in numerous instances the slave owners were residents of polities neighboring to Delphi or even far away from the city of Apollo¹.

¹ The more important publications of the Delphian manumission records are these: H. Collitz, Baunack, Bechtel et al., *Sammlung der griechischen Dialektinschriften*, vol. II (edited by Baunack, Göttingen 1899), nos. 1684—2342 (cited as GDI); *Bulletin de Correspondance Hellénique* (BCH) XXII 1928, in which G. Colin published over a hundred records; *Fouilles de Delphes*

The legal clause which demands further explanation occurs in three hundred ninety of the thousand documents which were useable in this investigation. The records which we have, called *anagraphai*, were posted in the sacred precinct. In each instance the *anagraphē* gives a resume — brief or at considerable length as the case may be — of the contents of the legal documents concerned in the sale of the slave to Apollo. Sometimes they include a brief reference to the procedure itself. The three hundred ninety *anagraphai* which contain the legal clause in question follow a rather standardized form in citing it. One of the least involved of them, so far as the “approval” clause is concerned, is found in GDI 1741, dated by the Archon’s name in the year 169—168 B. C.² It reads as follows: *Archonship of Kleodamas, son of Mantias, month Ilaios. On these conditions Lyka, a Delphian, daughter of Thrasykles, her son Sonikos assenting*³, *has sold to Pythian Apollo a female slave named Soto, price four minas silver; and she has received the price according as Soto entrusted the purchase to the god on the understanding that she is to be free and not subject to seizure on the part of anyone all her life, doing whatever she may wish (to do)*⁴. *Security according to the law is Praxis, son of Eudokos.* The names of six witnesses to the sale follow. They were two priests of Apollo and four private persons.

The clause of approval of the sale appears throughout the entire two and a half centuries of the history of this device at Delphi⁵. The verbs used to express this approval, or assent, of

FD III, *Epigraphie*, parts 1—6, 1929—1939; various additions, in BCH XLIX (1925), 61—103; LXVII (1943), 68—83; and LXVIII—LXIX (1944—1945), 94—128. The basic discussion of the Delphic material in the two last centuries before Christ is the excellent study by Georges Daux, *Delphes au II^e siècle*, Paris 1936.

² The archon years and the priesthoods which are here given follow the chronology so carefully worked out by Georges Daux in his *Chronologie Delphique*, Paris 1943. His control of the subject is grounded upon long study and publication and revision of many of the documents involved.

³ The spaced words are there presented merely to accentuate the “approval” clause which is being discussed. The Greek in this case reads: *συνεπαίνοντος καὶ τοῦ υἱοῦ Σωνίκου.*

⁴ *ποιέουσιν ὅ κα θέλει.* This is what I call “the work clause”. It means that her labor capacity is her own and at her own disposal.

⁵ These examples are selected out of many: GDI 1990 and 2010 of 196—195 B. C.; FD III 3, (1), 140 of priesthood XII which covers about the last decade of the first century B. C.; FD III 3, 2, 427 (= Colin no. 64 in BCH

interested parties, customarily appearing in the genitive absolute construction, are unquestionably standard words of the legal terminology despite the mildness of their original meanings, somewhat as the term "satisfaction" has acquired its juridical character in English legal phraseology. In the order of their frequency in the Delphic *anagraphai* the verbs used to express the waiver of future claim are: *συνευδοκεῖν*, to join in regarding an action as good, hence, to approve it⁶; *συνευαρεστεῖν*, to join in feeling satisfaction with the action taken; *συνευπαινεῖν*, to join in commending it. The clause *παρόντος τοῦ δεῖνα* should not be included in this list of "approval" terms as has sometimes been done⁷. In a boundary marker (*horos*) of the third century B. C. from Arkesine on Amorgos a certain Xenokles mortgaged his property

XXII), of priesthood XXIV, lying somewhere in the last two decades of the first century B. B.; and FD III 6, 134 (= Colin no. 106 in BCH XXII) of priesthood XXXII, probably somewhere in the period 60–80 A. D.

⁶ For the meaning of *συνευδοκεῖν* in the law of the Greco-Egyptian papyri see Otto Gradenwitz, *Einführung in die Papyruskunde*, Leipzig 1900, 160–162. The juridical papyrologists have not compared the contemporaneous appearances of *συνευδοκεῖν* in the Delphic manumissions and in the manumissions of central Greek polities by dedication to various gods as they appear chiefly in IG VII and IX 1 and 2. Because of this omission Wolfgang Kunkel's attempt, in *Savigny Zeitschr. für Rechtsgeschichte, rom. Abt.*, 48 (1928), p. 229, to find a general meaning for the word which would cover all of its known uses, fails completely to explain its meaning in the Delphic documents of manumission. For that, one must still rest upon Foucart, *Mémoire sur l'affranchissement des esclaves*, Paris 1867, p. 7.

⁷ It is so included in Dareste-Haussoullier-Reinach, *Inscriptions Juridiques Grecques* II 253, and by Calderini, *La Manomissione e la Condizione dei Liberti in Grecia*, Milan 1908, p. 441. The mere presence of a legal representative or of a relative helped no doubt to strengthen the effectiveness of the transfer; but this personal presence had no legal significance such as the *ἐδόκησις* or the *ἐδαρέσσις* had. These were documentary records. For *ἐδαρέσσις* as a document of satisfaction connected with a manumission by dedication to a god see IG VII 3372. In it four persons are recorded as having deposited a written document (*ἐνγραφον*) with the Archons, assenting to the dedication (*ἐδαρεστοῦντες*). The husband of one participant and the father of the three remaining participants were present (*παρόντος αὐτῆ τοῦ ἀνδρός* and *παρόντος αὐτοῖς τοῦ πατρός*). But these two — husband and father — did not appear in the document of "satisfaction". Often the two services are combined in the same person, who was present at the sale or dedication to the god and at the same time formally expressed his approval. Examples of this are: GDI 2200, a release from *paramone*; IG VII 3326 and 3371; and FD III 6, 134, a late document in the Delphic series.

as security for a loan made by an *eranos* group. The wife of Xenokles gave her approval to her husband's action in guaranteeing the loan with his property as security. In this instance of approval the mild verb ἐπιχωρεῖν appears in the formula *his wife, Eratokrate, concurring*, (συνεπιχωρούσης τ[ῆ]ς γυναικός)⁸. In the Delphian records of the grants of liberty the three terms expressing approval or assent are clearly interchangeable so far as the legal use goes. For the record it may be noted, however, that marked chronological preferences appear at Delphi in the use of one term as against another⁹.

The condition of the slave who was freed had no bearing whatever upon the problem as to when the "approval" clause was used. Age, sex, and nativity of the slave — whether Greek or non-Greek — did not enter into the question. The closer relationship of the enslaved to his or her owner which we must suppose to have existed when the slave was houseborn (οἰκογενής), or had been reared in the master's home (θρεπτός), did not affect the fact of the absence or the presence of the approval clause. The type of the manumission, likewise, makes no difference with respect to "approval" or non-approval. The "outright" manumissions of the Delphic *anagraphai* are those which had the immediate and complete effect of liberating the slave in the sense that no restrictions of any kind affecting his working capacity or his freedom of movement were accepted by the new freedman. The *paramone* type is that in which the former slave, as freedman, contracted that he (or she) agreed to certain restrictions upon his right of movement and his free disposal of his own labor in the interest of his former master or of some other relative or person whom the slave owner might designate.

⁸ IG XII 7-8, no. 58 (= Dittenberger, *Sylloge*³, 1198).

⁹ About thirty uses of συνεπαίνειν appear in the documents from the first nine priesthoods at Delphi which cover the years 201 to about 121 B. C. None were noted by me after that time. συνεδοκεῖν was employed about 185 times in the first thirteen priesthoods (201 to ca 81 B. C.). After that time it was used only in sporadic cases. συνεπαρστέιν is found twice before priesthood XIII; but it becomes the preferred term thereafter, appearing 70 times before the end of the publication of the trust sales at Delphi. In the slave dedications to the various gods of central Greek towns, collected chiefly in IG VII and XII 1 and 2, συνεδοκεῖν and συνεπαρστέιν occur in about equal numbers. A still milder verb, συνεπαίνεσθαι, literally *to nod assent*, is used in the same sense in IG VII 3386.

In the *paramone* group I have found one hundred ten examples which contain the assent clause. Among the "outright" manumissions there were 198 examples. Certainly the kind of the grant of freedom made no difference with respect to the use of the assent clause.

Almost at the outset of the publication and explanation of the Delphic manumission records, with the extraordinary clarity and insight which distinguished his work, Paul Foucart pointed out the potential value of these documents for the study of Greek civil law¹⁰. The observation has been repeated by Alfred Zimmern in several editions of his *Greek Commonwealth*¹¹. Despite these suggestions this compact body of material has been used only sporadically by scholars interested in ancient law except for the careful and comparative study of the *paramone* published by Paul Koschaker under the title *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus*¹².

In the attempt here presented to clarify this small problem regarding the use of the approval clause in the Delphic manumissions one may begin by repeating Foucart's conclusions. For in method, and for the most part in results, they are as valid today as when they were written.

The clause obviously embodies the assent or approval of the sale to the god, given by some person or by persons who had a present or a future vested interest in that slave as property. To paraphrase Foucart's ideas, it represented: 1) a consenting to the act of selling, given by persons who might some day have rights in the slave who was being freed, an approval of the event and so an approval of its consequences (which is an incisive and accurate statement by Foucart of the essential meaning of the *syneudokein* clause); 2) it eliminates future rights of the natural heirs of the vendor or vendors in the slave sold; 3) it is a guarantee to the purchaser that the sale will be respected not only during the life of the vendor (or vendors), but, after his death, by his heirs as well; 4) the irregularities (of relationship) in the group of assentors proves that it was not a necessary formality, but merely an informal strengthening, for the purchase, of the

¹⁰ Paul Foucart, *Mémoire sur l'affranchissement*, 7-9.

¹¹ Alfred Zimmern, *Greek Commonwealth*, 5th ed., Oxford 1932, p. 394, note.

¹² In *Abh. sächs. Akad., ph.-hist. Klasse*, XLII 1934.

guaranty¹³. I am confident that this last point was wrongly taken by Foucart. It was a legal requirement which applied to those cases of sales in which claims against the slave might later be set up.

The purpose of the Delphic manumission by the process of the religious sale is the same as that of the dedications of slaves to the outstanding local god in the city-states of central Greece. Both were devised to provide the slaves with a legal method of self-purchase into free status. This purpose is clearly expressed in the Delphic records. The owner sold the slave to Apollo, as expressed in one of the early *anagraphai*: according as *Agathokleia* (the slave woman) entrusted the purchase to the god on the understanding that she is to be free, not subject to seizure by anyone throughout her entire life, doing whatever she may wish¹⁴. The *anagraphai*, or posted records, of these transactions constantly assume that the impulse for the liberations came from the slaves. Approaching the manumissions from the standpoint of economic realism one may well grant that, in many cases, it was the profit motive which determined the slave owner to agree to the sale to the god. Nevertheless the declared objective of the transfer to the god was the liberation of the slave; and it is in this aspect that the approval or assent clause seems to me to find its most satisfactory explanation.

One point which is essential to the understanding of the approval clause has not heretofore been brought out, so far as I have seen. It is that the *syneudokein-syneuarestein* clause, in the manumissions in which it does appear, was inserted necessarily and because of a definite legal requirement. This is directly stated in three records, GDI 1808 of the year 172—171 B. C., 1805 of 165—164 B. C., and 1704 of priesthood VI (153—143 B. C.).

Syntactically these three *anagraphai*, insofar as the approval clause is concerned, show no variation. The confusion which has

¹³ Foucart, *L'affranchissement*, p. 9. Calderini, *Manomissione*, p. 188, went so far as to state that the mention of the "approvers" became "quasi-obligatory" at certain times and in some places.

¹⁴ GDI 1730, 4—6, of 173—172 B. C.; 2196, 9—12 of priesthood VI 153—143 B. C.) in which there appears a fourth, and very vital, feature of the liberty of the former slave, namely, that of *going away to whomsoever he may wish*; FD III 3, 2, 286 of 49—48 B. C. (priesthood XVII); FD III 6, 119, 9—10 of priesthood XXVII (=Colin, no. 117 in BCH XXII), among many examples.

arisen, and has persisted, in respect to them lies solely in the misplacement of a comma. The reading as given in GDI 1704, to use one example for the three, compels the following translation: *Strategos, son of Telephanes, has sold to Pythian Apollo a female slave, Stolis by name, according to the law, his son Nikanor also approving, at a price of three minas, etc.* The connection of the phrase *according to law* with the verb meaning *he sold* is compulsory, if one accepts the punctuation of Baunack: ἀπέδοτο Στράταγας — τῶι Ἀπόλλωνι — — σῶμα γυναικεῖον ἄι ὄνομα Στολῖς, συνευδοκούντος καὶ τοῦ υἱοῦ Νικάνορος, κατὰ τὸν νόμον τᾶς πόλιος, τιμᾶς, κτλ. By its position following immediately upon the συνευδοκούντες clause, the syntax would suggest that the *kata ton nomon* phrase must be read with the "approval" verb. Not only is the placing of the comma syntactically inadvisable. In point of content the entire logic of the slave institution precludes the idea that the trust sale to the god was compulsory by law. If that were the case, as I would understand the connection of κατὰ τὸν νόμον τᾶς πόλιος with ἀπέδοτο, straight civil manumission and liberations by testamentary disposition would be precluded at Delphi. Manumission by trust sale to the god alone would be legally possible. The only other meaning which could be ascribed to the phrase *according to the law of the city*, if it is to be thrown with the clause *So-and-so sold*, would be that there was a law meticulously setting out the entire procedure of the trust sale to the god, or one which stated that the trust sale was a permissible procedure. Both of these assumptions seem to me to be ruled out. At Delphi the law upon sales, for example, specified that a guarantor must be established as pledge for the validity of the sale¹⁵. When there was a law thus affecting the trust sale to Apollo it was certain to be mentioned somewhere in the published records as was the law upon guarantors. Sometime in the second quarter of the first Christian century an enactment was passed at Delphi requiring that in a trust sale to Apollo the manumitter must have a record of the transaction (an *anagraphe*) published in the theatre of the sacred precinct¹⁶. This law was, in fact, mentioned in the published accounts of the libe-

¹⁵ FD III 3, 2, 269 line 5 (of 49—48) B. C.): βεβαιωτῆρ[ες] κατὰ τοὺς νόμους τᾶς πόλιος. This example stands for dozens of similar ones.

¹⁶ See FD III 6, 137, lines 14—17: τὴν ὄνην ἦν μὲν ἐνχαρά(ξ)ασα εἰς τὸ ἱερόν τοῦ Πυθίου Ἀπόλλωνος εἰς τὸ θέατρον κατὰ τὸν νόμον.

rations after that time in three instances¹⁷. If a general law covering the entire procedure of the trust sales to Apollo had existed before that time it would have included the place of publication and the fact would have been mentioned somewhere in the *anagraphai* of the preceding period.

The law prescribing that parties potentially involved in the ownership of properties, including slaves, must express their approval of the sales, is referred to, so far as it affected the trust sales to the god, in *anagraphai* of the fourth and sixth priesthoods only. This observation does not warrant the conclusion that the operation of the law should be restricted to the earlier priesthoods under which the posting of the records occurred. That conclusion is ruled out, it seems to me, by the fact that the approvals continue to appear after the sixth priesthood and constantly throughout the entire history of the use of the method of self-redemption by the religious sale. They would not have been taken out of the instruments of sale and have been copied into the *anagraphai* had they not been inserted into the sale documents, called *ὠνάτι*, by legal requirement. In addition to this it is to be noted that the "approvers", usually related to the vendors by blood, in the great majority of the cases, or by marriage, stand in the same relationship to the slave owners after the sixth priesthood as they had shown before it.

It is difficult to establish with confidence any of the details of the Delphic law upon approvals (*συνευδοκῆσεις*) required from parties with a vested, or future, interest in the slave who was to be sold. There is one indication which seems to demand a wider scope for the law than that which would apply it to slave sales alone. In a register of property transfers at Tenos, dated with probability in the third or second pre-Christian century¹⁸, we have notices of sales of real estate which, in seven out of the forty-seven realty transfers listed¹⁹, contain the assent of persons other than the vendors. In two, only, of the seven instances of

¹⁷ FD III 6, 28, 19—20; III 6, 36, 13—14, etc.

¹⁸ Dareste, Haussoullier, Reinach, *Inscriptions juridiques grecques*, I (1891), pp. 63—106 (= IG XII 5, no. 872). The clause in these sales reads: *συνεπαινούστος* (or *συνεπαινούσσης*) τοῦ δεῖνα. Professor M. I. Finley of Rutgers University called my attention to this use of the "approval" in the Tenos inscription.

¹⁹ In nos. 8; 16; 17; 24; 31; 44; 45.

the satisfactions are the connections clear as between the approver and the vendor of the property. In one example the father of the vendor of the property who had once owned it, concurs in the sale²⁰. This looks like a clear case of clearance of title. In another instance the relation to the parties concerned in the transaction of a woman and her two children who give their approval²¹ is totally unclear to me. Elusive as the material is, the Tenos realty transfers suggest that the Delphic law upon approvals also, although we know it only in slave sales, was general in its application, including real property sales as well as transfers of *mobilia*, represented in the manumissions by the slaves.

We cannot know, as the evidence now stands, how widespread this requirement of approval of sales was in the world of the Greek city states. In *Albania Antica* III Luigi Ugolini published the closing lines of a fragmentary manumission which shows that approvals of slave transfers in religious sales appeared in Epirote Buthroton. It reads: [---- τῶι Ἀσ]κλαπίωι συνευδοκοῦντος Φιλοστράτου Καθραίου. Μάρτυρες, κτλ²².

By an indirect approach one may reach a third conclusion respecting approvals of slave sales at Delphi. Although it is negative only it may be of value when the entire problem of the *eudokesis*, in its changing meanings, is treated by someone who is equipped with the legal knowledge to handle it competently. It does not seem possible, upon demographic considerations, that the law at Delphi upon slave sales insisted that all the descendants, children and grandchildren, of the slave owner who was selling to the god must give their approval of the sale. The number of the assenting children and grandchildren involved in giving assent does not bear out such an assumption. The total of the manumissions which I found useable was about a thousand. Six hundred ten of these lack the approval clause entirely, three hundred ninety having it. If the children of slave owners were compelled by law to give their assent to the sales this would mean that no more than four out of ten persons in and about Delphi who were slave owners had any children. This number would, however, have to be reduced further because among the

²⁰ Ibid., no. 16, lines 38—40.

²¹ Ibid., no. 31, lines 77—78.

²² Luigi M. Ugolini, *Albania Antica* III, Rome 1942, p. 119.

three hundred ninety sales having the approval clause there are sixty-two in which only ascendants or brothers and sisters of the slave owners appear as approvers, but no children or grandchildren express their satisfaction with the transfer to Apollo. If one were to assume that the Delphic law on approvals (*eudokeseis*) was so formulated that all living descendants, as heirs with a future vested interest, must assent to the sale to the god, these sixty-two cases would have to be added to the six hundred ten instances in which no approvals appear. This would result in the untenable demographic position that some 67⁰/₀ of the adult slave owners at Delphi were childless.

It is necessary to find an answer to the problem of the Delphic law on "approvers" which will present the legal requirement as one applied in certain cases only. Its incidence must be broadly generalized. For it must cover two generations of ascendants, two of descendants, brothers and sisters, and in a few cases connections by marriage, and, rarely, persons apparently unrelated. My present suggestion would be that cognates of the slave owners and persons otherwise associated with them who had been inserted in their wills²³ — since they had thus acquired, as heirs, a vested interest in the slaves — were required under the Delphic law to express their assent to any proposal to sell a slave.

In the case of the trust sale to the god, who had no slaves, the assent clause had the important result for the new freedman that it cleared his title to his freedom against future claims to him as slave. Such claims to right of seizure of the slave would usually arise among those who could show that they had been legally established as their heirs in testaments of the former owners. From the social point of view for the slave this clearance of his right to the freedom, which he had gained by the indirect process of self-redemption through sale to the god, was the important result attained through the device of the trust sale to Apollo. In the many instances in which the slave owner, the vendor to the god, had not yet made his will at the time of sale, or

²³ In my rapid tabulation of the Delphic trust sale manumissions six instances were noted in which, if any connection by blood or marriage existed between the seller and the approver, it was not stated or discernable in the patronymics. These six were set apart under the heading "approvers apparently unrelated". For the variety of relationships existing between the slave vendors and the approvers see Calderini, *Manomissione*, 181—183.

had established his wife (or a woman vendor her husband) either as joint owner of the slave or as sole legatee, the owner who was a parent could sell the slave concerned without the necessity of approval by his, or her, children.

Inscriptions from Epirus, ascribed by their editors to the third or the second century B. C., refer to an unusual law applicable there to slave sales under civil procedure. No similar law existed at Delphi, at least so far as any reference to it appears in the thousand published manumissions from Apollo's precinct. The Epirote law made some special provision for the granting of manumissions by childless persons. The pertinent clause in one of the inscriptions reads: *Neikandros being without children has manumitted Philista*²⁴. A manumission inscription published by Ugolini, unfortunately killed in an air plane accident preceding the outbreak of the war, brings definite information that the "childless" provision was incorporated in a law which appeared in the code of the city state of Buthroton in Epirus. In the published record of the manumission in which it appears a woman named Lyso had freed four female slaves *according to the law of childless persons*²⁵. We cannot know what the exact nature was of this provision upon property disposals by persons without children. It might have applied to slave manumissions only, not to property transfers in general. This seems doubtful, however, because of the general nature of the allusion to it in the Buthrotum grant of freedom. One must also keep in mind the fact that the approval clause (*eudokesis*) used in the trust sales at Delphi and in the dedications of slaves in other polities of central Greece has been found also in the real estate register from the island of Tenos. The *law upon childless persons* of the Epirote towns naturally suggests that those without children in these towns were permitted great

²⁴ GDI vol. I, no. 1349: ἀφῆκε ἐλευθέραν Φιλίσταν Νείκανδρος ----- ἄτεκνος. Cf. *ibid.*, no. 1350.

²⁵ Ugolini, *Albania Antica* III p. 117: ἀφῆκε ἐλευθέρας κατὰ τὸν τῶν ἀτέκνων νόμων (read νόμον). Further documents from Epirus had been prepared for publication by Ugolini before his death and are scheduled to appear in *Albania Antica* IV. Forty-two manumissions found at Kalymna had also been edited by Professor Mario Segrè before his death at the hands of the Nazis closed his brilliant career during the war. These new documents may add considerably to our knowledge of manumission procedure in the Greek city states of the Hellenistic age when they are published.

ter freedom in the disposal of their slave properties than those who had children whose future they must consider. So far as my knowledge extends, however, the legislation upon slaves in the Greek city states shows no tendency to restrict either the number of the slaves which could be manumitted or to determine the types of the slaves which could be sold. In other words there was no equivalent, in the Greek world, of restrictive slave legislation such as was embodied at Rome by Augustus Caesar in the *leges Furia Caninia* and *Aelia Sentia*.

The new evaluation of the entire problem of the right of assent (*eudokesis*) which is so clearly needed should start from the evidence upon the assent clause furnished by the Delphic grants of freedom by the religious sale and from the similar dedication-sales to other local deities in the central Greece communities. In 1932 Bernard Haussoulier published a parchment found at Dura which gives the order of succession, according to the Greek law prevailing for the Greek population of that colony, in intestate inheritance²⁶. The sequence of the intestate heirs, as established in this law, must be compared with the informations to be gained from the Delphic trust sale manumissions upon the numerical preponderances of the "approvers" (*syneudokountes*) in the slave sales to Apollo. A careful tabulation will show this order of the relationship of the "approving" or "assenting" persons to the manumitters (vendors to Apollo) and the following approximate numbers. First, children of the manumitters, including sons alone, daughters alone, and sons and daughters together, occur in it by far the greatest numbers (about 300 of these give assent to the sales). Next come husbands alone, wives alone, and husbands and wives together (about 74 of these appear as "approvers"). These are followed, in numerical preponderance, by the parents of the slave owners who sell to the god; and they in turn by brothers and sisters of these²⁷. In rare instance grandparents and grandchildren of the sellers appear in approval.

²⁶ Haussoulier, *Rev. hist. de droit français et étranger*, 4th. ser. II (1923), 515-553. For the correct reading at the end of line 6 of the Dura parchment accept ἐάν δὲ μηθεὶς τούτων, instead of Haussoulier's ἐάν δὲ μηθεὶς, τοῦ νόμου, as did Paul Koschaker, *Abh. sächs. Akad., ph.-hist. Kl. XLII* (1931), No. 1, p. 1.

²⁷ The numbers given from the Delphic *anagraphai* above are only close approximations. A more careful tabulation than that which time permitted me to make will give more accurate results.

In the Dura law the right of intestate succession appears in this order: first, children of the deceased; next parents; then paternal uncles of the dead person; followed finally by grandparents of the intestate dead or cousins upon the paternal side. Failing any of these, the estates fall to the Seleucid king.

There is, of course, an alternation to the original suggestion of Paul Foucart that the right of assent to the slave sale at Delphi lay with those who were the natural heirs of the slave owner²⁸. This would be that, in cases of sales to the god by the slave owners who had not executed a will, the Greek law demanded that those who, as heirs intestate, were in line for the succession to the property in case the vendor of the slave to Apollo should die, must give assent to the sale as *syneudokountes* or *syneuares-tountes*. No doubt this view will not find acceptance when the matter has been investigated. Whether a comparison of the law of the Dura parchment with the Delphic manumissions will offer any additional information upon the assent clause is a matter for the legalists to determine. Some parts of the law of Gortyn must assuredly be brought into the picture. Particularly is this true of the provision upon maternal properties inherited by children from a deceased mother. The father had control of such inheritances; but under the Gortyn law he could not pledge or sell any of the property involved without the assent of those children who had come of age (αἱ κα μὲ τὰ τέκνα ἐπαινέσει δρομέες ἰόντες)²⁹.

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²⁸ Foucart, *Mémoire sur l'affranchissement*, p. 8.

²⁹ J. Kohler und Erich Ziebarth, *Das Stadtrecht von Gortyn*, Göttingen 1912, VI 1, 30—36, pp. 15—16. Cf. W. Felgentraeger, *Antikes Lösungsrecht, Romanistische Beiträge zur Rechtsgeschichte*, 6 (1923), p. 83. With ἐπαινέσει compare the συνεπαινέοντες of the Delphic manumissions and the Tenos register of real estate transfers in IG XII 5, 872.