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THE ROLE OF *PARAMONE* CLAUSES IN ANCIENT DOCUMENTS

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INTRODUCTION: MODERN DISCUSSION OF THE *PARAMONE**

For years scholars have been examining the significance of an obligation which appears in Greek epigraphical and papyrological documents, to determine precisely its meaning and its significance for Greek law. This obligation, called *paramone*, from the Greek term *παραμονή*, first appears in papyri and inscriptions of the third century B.C. and continues in use into the Byzantine period. This study is an examination of all the evidence bearing on the use of this term

* Once again I am indebted to Professor C. B. Welles for his help and advice, and I thank him for his generous expenditure of time in the discussion of this complex problem. I am grateful also to Professor E. J. Bickerman for his kind attention to this work. I especially wish to express my appreciation to Professor H. Kupiszewski for granting me the opportunity to place this work in this particular volume of the *Journal of Juristic Papyrology*, since it affords me the privilege of honoring a great man whom I have long admired from afar while at the same time I thank a close friend. I have long intended to dedicate this work to, my colleague Professor T. V. Buttrey Jr, in appreciation of his many acts of friendship and I can now do that, while at the same time I have the privilege of offering it to the great jurist Vincenzo Arangi-Ruiz, as a tribute to his monumental contribution to legal studies. A single essay, or even a volume, is small thanks for the inspiration he is to all of us.

παραμονή to determine as precisely as possible what role the term and the obligation played in Greek law¹.

Until the middle of the nineteenth century the existence of the noun παραμονή was attested only in Greek of the Roman period, and there in very few authors², but the publication of inscriptions through the century brought more and more examples of the words to the attention of scholars. The word first appeared in a legal context with the publication in 1828 of C. I. G. 1608, a manumission from Chaeronea, and that was soon followed in 1843 by examples from Curtius' *Anecdota Delphica*, in which slaves sold to the god, in effect, manumitted, were required to remain, παραμένειν, with their former masters. Succeeding years produced more finds, notably from Delphi, and with the appearance in 1899 of the enormous body of Delphian manumissions in volume 2 of Collitz' *Sammlung der griechische Dialekt-Inschriften* the publication of previous years was collected and a large number of second and first century B.C. examples of the noun were united in one place, while volumes of *Inscriptiones Graecae* collected the examples from other sites. Meanwhile, the papyrologists had also been active. A third century B.C. use of the noun in connection with sureties was published in 1906 in Volume I of *Hibeh Papyri*, and other examples of that and other uses followed with subsequent publications. By the end of the First World War a great amount of material had been collected, and the significant problem had already appeared. What was the significance and effect of the *paramone* provisions?

Scholars were not slow to ask the question or to try to answer it. Boeckh attacked the problem from the start³, regarding the manumission with this provision as a kind of will, „Manumissio et donatio quasi est testamentaria”. In this he was followed by Curtius,⁴ and the concept of the effect of this kind of manumission as a ‘Suspensivbedingung’ was elucidated by Mitteis in

¹ Throughout the discussion to follow, the term *paramone* is used interchangeably with the expression „obligation to remain” to denote specifically and only the contractual obligation to remain with someone, established or referred to by a Greek word of the same root as παραμένειν. This may be expressed more clearly in negative terms. *Paramone* does not refer to a general situation but to a provision delineated in a contract, and „obligation to remain” does not refer to agreements, apprenticeship contracts and the like, but only to the obligation expressed in terms of παραμένειν. In this connection, it is well to point out that the discussion is not concerned with marriage contracts, service agreements, apprenticeships, or loans, in themselves as legal phenomena, but only insofar as the *paramone* appears in connection with them. Nor are we concerned with names of the Παραμεν—Παραμον—type, since these names, frequently used in many contexts, have no bearing on linguistic usage or legal practice.

² Dioscorides Medicus 5, 159 (I. A.D.), for discussion, see above, p. 232; Athenaeus I, 55 (II/III A.D.), see p. 233; Alexander Aphrodisiensis, *Problemata* I, 125 (III A.D.); Iamblicus, *Protrepticus* 2 (in a suspected passage) IV A.D.; and *Geoponica* VI, 16, 3.

³ Commentary to C.I.G. 1608 b.

⁴ E. Curtius, *Anecdota Delphica* (Berlin 1843), p. 39.

1891⁵ and accepted by Beauchet⁶. But in 1898 the editors of the *Recueil des Inscriptions Juridiques Grecques* argued that the *paramone* provision did not affect the grant of freedom, and that, this provision notwithstanding, the former slave was free: „Il résulte de tous ces textes que l'affranchi sous condition suspensive n'en pas est moins un affranchi; l'acte de vente lui a conféré *hic et nunc* certains droits; il est *loco servi, non servus*”⁷. As we shall see, this conclusion is essentially right, and the editors perceived the effect of the provision correctly. Much of the later discussion has ignored this perception, and some of it has muddled the issue.

The masterful study of manumission by Calderini⁸, published in 1908, turned to the study of *paramone* as part of the general treatment of manumission, and it contains a presentation of the evidence bearing on *paramone*. Calderini, after examining the manumissions with the *paramone* provision as they applied to differing people and circumstances, and after showing the varying provisions and obligations connected with these manumissions, concluded that the *paramone* provision served primarily to obtain for the manumitter both payment for release and continued services of the slave. He states that the slave „aveva ottenuto un principio di liberta, e sperava presto di raggiungerla intiera”⁹, and so seems to have rejected the conclusion that the grant of freedom was absolute, rather holding to the ideas of Boeckh, Mitteis, et al.

So too Rensch, in his 1911 discussion of the manumissions from Thessaly, chose to regard the *paramone* clause as reducing and postponing the grant of freedom¹⁰. Like the others, however, he did not really argue the case, nor did he present a direct challenge to the statement of Dareste, Hausoullier, and Reinach that the freedman in *paramone* was not a slave. That was done in 1914 by Bloch in his doctoral dissertation¹¹. Bloch argued that the freedman under *paramone* was really a slave, and he based his thesis on a number of reasons. In the first place he stated that we should conclude that the freedman is not free during the period of *paramone* because the manu-

⁵ L. Mitteis, *Reichsrecht und Volksrecht*, p. 387 f.

⁶ I. Beauchet. *Histoire du droit privé de la République Athénienne*, vol. 2, p. 495.

⁷ R. Dareste — B. Hausoullier — Th. Reinach, *Recueil des Inscriptions juridique Grecques* (Paris 1898) 2nd series, Chapt. XXX, p. 273 ff.

⁸ A. Calderini, *La manomissione e la condizione dei liberti in Grecia* (Milan 1908).

⁹ *Ibid.*, p. 286.

¹⁰ W. Rensch, *De manumissionum titulis apud Thessalos, Dissertationes Philologicae Halensis* 18 (1911), p. 107. Of reducing, Rensch said „sed interdum fit, ut manumissis hoc bonum aliquo modo minuatur”. In stating the postponement, he used almost the same words as Boeckh and Curtius, „Quod inter scriptam et ratam manumissionem intercedit temporis...”.

¹¹ M. Bloch, *Die Freilassungsbedingungen der delphischen Freilassungsinschriften* (Strassburg 1914).

missions themselves often provide that he is to be free upon the death of the manumittor¹². But this conclusion is not at all necessary, inasmuch as the manumissions often make the complete statement of freedom before any mention of the *paramone*. Next, Bloch assumed that the freedman is a slave in fact because he must perform tasks and remain in the house of the manumittor¹³. The freedman may indeed have endured these burdens, but they do not prove legal slavery.

Next Bloch stated that the freedman in *paramone* was subject to the same kinds of punishment as were allowed for use against slaves¹⁴, and yet even he noted that although some manumissions permitted sale for running away, generally, sale was not permitted, and he also was aware of the fact that earlier manumissions had provisions for judgement of disputes. The fact that a freedman cannot in general be sold for punishment is an argument against the thesis that he is really a slave, and the judgement of disputes by third parties in earlier times shows that at the outset of the practice of *paramone*, the freedman was not a slave and could not be punished without independent judgement. Further, as Bloch himself showed¹⁵, some of the inscriptions limit the punishment permissible, even saying that the manumittor may (only) punish the freedman as a free man.

Bloch also stated that the freedman had no rights to property, although it was advantageous to the master to leave certain possibilities open to the freedman since there were provisions for further payment upon final release¹⁶. Bloch did concede that there were exceptions in which the freedman did have rights¹⁷, but failed to observe that even in the evidence then available to him, his so-called exceptions were the rule. Furthermore, the terminology of payment for later release, in which the freedman was acknowledged to have been the maker of the payment, showed that the freedman in *paramone* could possess property.

Finally, in discussing the children of freedmen, Bloch admitted that he could not be certain that they were slaves, but, pointing out a series of documents which stated that any children born were to be free, he assumed that as a general rule they were not free¹⁸. The reasoning seems to be that the provision only appears when there is to be an exception to the general rule. The idea is in itself perfectly reasonable, but it cannot be proved. If anything, we should prefer to accept such evidence as exists to show that the children were free.

¹² *Ibid.*, p. 27.

¹³ *Ibid.*, p. 27.

¹⁴ *Ibid.*, p. 28 f.

¹⁵ *Ibid.*, p. 28 n. 5.

¹⁶ *Ibid.*, p. 29.

¹⁷ *Ibid.*, p. 29 n. 6.

¹⁸ *Ibid.*, p. 29 f.

It has been necessary to discuss Bloch's work in some detail, as it was the most serious and persuasive attempt to prove that freedmen under obligation of *paramone* were in fact slaves, and because it was the last study of the problem based on the evidence of the manumissions alone. As we have seen, Bloch's general conclusion was based on a series of conclusions which, based on his evidence alone, must be in some cases rejected, while in others are at least not proved. Even so, later scholars publishing manumissions accepted his conclusions and tacitly or explicitly accepted the *paramone* as a kind of slavery for freedmen¹⁹. This acceptance prejudiced the whole later discussion, in which many more and complex problems had to be dealt with.

A new period of discussion and comment was ushered in by the publication in 1930 of a parchment contract discovered in 1929 at Dura-Europos²⁰. This is a contract of loan, dated 121 A. D., of 400 drachmas by Phraates, an important Parthian, to one Barlaas. Barlaas agrees to stay with, *συμπαραμένειν*, Phraates until the time of repayment in lieu of interest, doing *δουλικᾶς χρείας* and not absenting himself day or night. There is provision for payment of a drachma a day for each day of absence, and also for repayment of the loan in a year, with the proviso that if the repayment is not made, the services are to continue. The full publication of this document in 1931 by Rostovtzeff and Welles examined the legal implications of the contract, but the editors were more interested in elucidating the legal relationship of service and its origins than they were in determining the precise meaning and use of the term *παραμονή*, although they did remark in passing that „the word *παραμένειν* is technical, and means roughly 'indenture'.”

In the same year appeared the exhaustive study of *paramone* by Paul Koschaker²², surveying the evidence of the Egyptian papyri, the manumissions, and the Dura contracts. In previous years papyrologists had been addressing the problem of the meaning of *paramone* in the papyri, but no full treatment comparable to those studying its place in the manumissions had been made. Koschaker's study was concerned with the cultural origin

¹⁹ Even Georges Dauz, in his magnificent *Fouilles de Delphes III*, 3² (Paris 1943), p. 167, implies acceptance; more explicitly in *Delphes au IIe et au I-er Siècle* (Paris 1936), p. 57, n. 1: "le caractère suspensif de la paramone n'est pas discutable", although in his summary some reservations are entered, and he finds „toutes sortes de degrés et de nuances entre la liberté totale de l'affranchi et l'effet rigoureusement suspensif de la paramone dans les cas extrêmes”.

²⁰ M. I. Rostovtzeff and C. B. Welles, *Un contract de prêt de l'an 121 ap. J.C. trouvé à Dura*, *Académie des Inscriptions et Belles-Lettres*, *Comptes Rendus* (Paris 1930), p. 158 ff.

²¹ M. I. Rostovtzeff and C. B. Welles, *A Parchment Contract of Loan from Dura-Europos on the Euphrates*, *Yale Classical Studies II* (New Haven 1931), p. 66.

²² P. Koschaker, *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus*, *Abhandlungen der philolog.-hist. Klasse der sächsischen Akademie der Wissenschaften* Bd. 42 (1931).

of the *paramone*, which does not concern us here, and also with the legal nature of the *paramone* in manumissions and in loans.

His basic conclusion was that the two kinds of *paramone* were essentially identical, and that the *paramone* was a stage of half-freedom. He regarded the *paramone* of the manumissions as a real individual status²³. Much of Koschaker's work remains valuable today for its analysis of the individual clauses and for the relation of the papyrological and epigraphical material to legal parallels in the East, but the general conclusions to which he came cannot stand. In the first place, he did not base his study on a complete examination of all the material, as he himself admitted²⁴. Secondly, and this is much more important, he treated the study of the *paramone* obligation as if the obligation itself were a contract²⁵. Much of his argument about the nature of the *paramone* depends upon his understanding of it as a separate and independent contractual situation, and although he does state: „Ist unsere Auffassung richtig, so bedeutet die Paramone nicht die Formulierung einer Bedingung, sondern einen unmittelbar durch die Paramonefreilassung eintretenden rechtlich relevanten Dauerzustand, einen besonderen Status des Freigelassenen“²⁶, he nowhere proved that the *paramone* was not simply the formulation of a term of the contract, and it is precisely the assumption that the *paramone* was more than the mere formulation of a contractual term that permitted the study to reach the conclusion it reached.

It will not be necessary to examine the arguments of Koschaker's study in detail, as disagreements will become apparent in our subsequent examination of the evidence. His work was extremely important, however, in that it provided a major summing up of what had been said and known about *paramone*, and it affected subsequent scholarship strongly, in rejecting the *paramone* as a mere provision of a contract. For scholars following Koschaker, as Schönbauer²⁷, accepted this aspect of Koschaker's discussion perhaps without realizing the implications it had for the study, and whether they agreed in detail with Koschaker's conclusions or not, they could not avoid establishing each for himself the 'real juristic nature of the *paramone*' as a contract, as a status, or at least, as a contractual arrangement which stood independently or any other contractual arrangements. Since all the study since Koschaker has been predicated upon his preconceptions and in large

²³ *Ibid.*, p. 45.

²⁴ *Ibid.*, p. 39.

²⁵ This is particularly noticeable in the discussion of invalidation on p. 44, in which he implies that the invalidation affects either the *paramone* (as the purpose for which the manumission was made) or clauses not affecting the *paramone*, not seeing that the violation of a clause, i.e. *paramone*, might invalidate the „contract“ i.e. the manumission.

²⁶ *Ibid.*, p. 45.

²⁷ E. Schönbauer, *Paramone, Antichrese, und Hypothek* (ZSS 53 (1933), p. 422 ff.).

measure upon his results, it would seem unnecessary to mention the trend of scholarship after him. This, however, would omit mention of the scholar most intimately concerned with the *paramone*, and whose work should not be passed by in any discussion of the technical nature of the obligation.

We speak of Westermann, whose main scholarly concern was the elucidation of ancient slavery, and who studied *paramone* in its relations to that institution, as well as independent of it. His great study of slavery describes the *paramone* in passing, as „die Eigentümerschaft der betreffenden Person Zeitlich begrenzt; es handelte sich also nicht um einen direkten sklavenstand“²⁸. In his presidential address before the American Historical Association²⁹, Westermann discussed the nexus between slavery and *paramone* in a general way, arguing that the *paramone* yielded a status between slave and free, making analogy to Aristotle's statement, in attempting in the *Politics* to define slavery, that the artisan has a kind of limited slavery, ὁ γὰρ βάσκανος τεχνίτης ἀφωρισμένων τινα ἔχει δουλείαν.³⁰ A more detailed presentation of evidence relating to the problem appeared in 1948 in an article in which Westermann explained his view that the *paramone* was a general labor contract in which the work to be performed was not specified³¹. While we have some reservations about this final conclusion, Westermann made one observation based upon the wording of the manumissions from Delphi which separated his work from his predecessors and marked an important advance in the discussion. Having pointed out that the wording of the manumissions separates grammatically the clause granting freedom from the clause imposing *paramone*, he stated that his discussion would assume that the *paramone* clauses of the manumissions „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*“³². Westermann admitted that he did not know whether the agreement was in a separate form. While we may have some doubts about the formal contractual nature of the agreement between freedman and former master, Westermann's concept of the *paramone* as applied to the freedman in his free status contains a most important distinction, since, while arguing a status differentiation for persons affected by *paramone*, he granted the fullness of the freedom given under the manumissions.

Withal, Westermann was not able to break with the concept that the *paramone* was a contract and that persons under that contract were in a kind

²⁸ *RE* suppl. VI, p. 895.

²⁹ W. L. Westermann, *Between Slavery and Freedom, The American Historical Review* 50 (1945), p. 213 ff.

³⁰ Aristotle, *Politics* I, V, 10.

³¹ W. L. Westermann, *The Paramone as General Service Contract, JJP* 2 (1948), p. 9 ff.

³² *Ibid.*, p. 12.

of slavery, and in the reworking of the RE article, he held to both conclusions, and at the very beginning of his discussion suggested the special condition of the person subject to *paramone* by stating that „the duration of the duties to be exacted of the person involved was temporarily limited and the condition, therefore, was not complete slavery”³³. The work of Westermann, then, while presenting some acute insight, still suffered from the basic flaw that we perceived in Koschaker: both assumed the *paramone* to be an independent contractual arrangement. So too, Westermann’s method is open to the same cavil as Koschaker’s: neither examined all possible evidence before coming to his conclusions.

After Westermann, there was no significant work on *paramone* until 1963, when J. Herrmann published his lecture *Personenrechtliche Elemente der Paramone*³⁴. This provided some major steps forward in the discussion, as Herrmann rejected any Gewaltverhältnis as a necessary basis for the relationship established by the *paramone*, and as he also attempted in a rapid survey of the material to show the different forms which the *paramone* took. But, although showing the *paramone* to have established a real legal relationship between the parties of a contract, Herrmann did not have the opportunity in so short a compass to examine in depth the implications of the *paramone* in connection with freedom and slavery, and although he broke with the tradition of regarding the *paramone* as a specific kind of contract, he did not examine in detail the use of *paramone* in different kinds of contracts.^{34a}

What seems to be needed is a really full study of the *paramone* in all its appearances, taking into account the meanings of the terms used and their application to manifold circumstances. This study attempts to fill that need, and before describing the method to be used, it will be well to define the problem as clearly as possible. The purpose of the study in the succeeding chapters is to determine with as much precision and accuracy as the evidence permits exactly what the legal nature and effect of the *paramone* clause was. We make no preliminary assumptions about this clause; it may be simply a part of the contract in which it appears, it may itself be a contract, or it may even be a legal institution. We must determine which of these the *paramone* is. It is important in this connection to point out that we are dealing here with terminology, not institutions. While it may be that the result of our investigation will be the demonstration that the *paramone* was an institution, our concern

³³ W. L. Westermann, *The Slave Systems of Greek and Roman Antiquity*, Am. Philosophical Society (Philadelphia 1955), p. 1. The English, except for the translation of *Eigentümerschaft* represents the original almost exactly.

³⁴ in *RIDA* 3rd series, 10 (1963), p. 149 ff.

^{34a}. Recently B. Adams has published his *Paramone und Verwandte Texte*. Despite efforts of some months to obtain a copy from the publisher, W. De Gruyter, I have not been able to see it before returning proofs for publication.

is really terminology. (We are interested in the meaning of the term *παραμονή*, not the legal or social significance of the practice of remaining with another person). In addition to this, we shall try also to discover what legal effect the *paramone* clause had upon the status of the person under obligation. This second question, really implied by the first, can only be answered after we have determined the nature of the terminology.

In examining these problems we have attempted the fullest possible survey of the usage of the word *παραμονή* and also of the verb and adjectives related to it. Knowing that human frailty probably makes completeness impossible, we have nevertheless striven for it. We shall try to make our conclusions about the usage of the term only after we have seen the evidence, and try to present all the evidence, and let that evidence control our conclusions. We study literary usage as well as, and in fact before, documentary usage, and we shall turn to a determination of the legal significance of the term only after we have been able to make a judgement about the philological role of the term on both literary and documentary evidence.

This study will then fall into two parts, philological and legal. In the philological sections we shall only be concerned with usage, to determine the role the words play in grammar and the situations and concepts to which the words can be applied by different authors, beginning with Homer; we carry our study through the second century A. D., and then turning to its use in documents, end it with the second century A. D., We choose to end with that century, as we are concerned with the legal terminology of this period; the later usages bear of course on later, not earlier practice, and cannot be used for the discussion of the development of use and terminology³⁵. When we have studied the philology of these words, we then turn to their legal significance, examining in this part of the discussion the effect these terms have on manumissions and contracts. Throughout the discussion it must be remembered that we are discussing terminology, and our attention must not be distracted from the determination of the use of terms.

Chapter I

A HISTORY OF LITERARY USAGE

Homer uses the verb *παραμένειν* three times, and in each case the verb means 'to stand fast' in battle, as in Il. XI 401:

οἴωθι δ' Ὀδυσσεὺς δουρικλυτός, οὐδέ τις αὐτῷ
Ἀργείων παρέμειναν, ἐπεὶ φόβος ἔλλαβε πάντας.

Similarly, in Il. XII 150, Hector exhorts his men: "Τρῶες καὶ Λύκιοι καὶ Δάρδανοι ἀγχιμαχηταί, παρμένετ'." and in Il. XV 399, the need for his fighting

³⁵ As, for example, the Byzantine usage *παραμονάριος*, „watchman", has no significance for our study.

ability elsewhere makes Patroclus lament: "Εὐρύπυλ', οὐκέτι τοι δύναμαι χατέοντί περ ἔμπης | ἐνθάδε παραμένεμεν". This use of the word carries both the temporal meaning which παραμένειν implies, along with the idea of remaining in a place, and in this usage, with the added connotation of steadfastness, remaining under pressure. So too it is used by Pindar in two of its five appearances in his work. In Pyth. I 47, Pindar prays that his poem may remind Hieron οἴαις ἐν | πολέμοισι μάχαις | τλάμονι ψυχᾷ παρέμειν¹, and the sense of standing firm is found again in Pyth. VIII 41: ἐν ἑπταπύλοις ἰδῶν υἱοὺς Θήβαις αἰνίζατο παραμένοντας αἰχμᾶ. This military use continued into the fourth century in Xenophon, Hell. IV 8, 39, about the young men who stood fast with Anaxibius in defeat: καὶ τὰ παιδικὰς μέντοι αὐτῶν παρέμεινε and appears again in Xenophon's remarks about Cyrus in Oec. IV 19, that a proof of Cyrus' virtue is that many flocked to him: ὅ ἄν ἐκόντες πείθωνται καὶ ἐν τοῖς δεινοῖς παραμένειν ἐθέλωσιν. Again, in Aesop's fable of the travelers and the bear, 66, 9, the original military meaning shows through the slightly metaphorical use when the bear tells the deserted traveler: τοιοῦτοις τοῦ λοιποῦ μὴ συνοδοιπορεῖν φίλοις, οἳ ἐν κινδύνοις οὐ παραμένουσιν².

Pindar also uses the word in another way, as an adjective to apply to an abstraction, as happiness, Pyth. VII 19b:

φαντί γε μὰν
οὔτω κ' ἀνδρὶ παρμονίμαν
θάλλοισαν εὐδαιμονίαν
τὰ καὶ τὰ φέρεσθαι,

and this treatment of παραμένειν in discussions of the permanence (or transiency) of happiness or good fortune or other abstractions of this nature is common and enduring. Euripides, Elect. 941, speaks of the permanence of a man's character as opposed to worldly goods:

ἢ γὰρ φύσις βέβαιος, οὐ τὰ χρήματα
ἢ μὲν γὰρ αἰεὶ παραμένουσ' αἶρει κακά.

Aristophanes too uses παραμένειν with an abstraction as its subject, and in his use, peace remaining, Pax 1108, the abstraction is personified and addressed with an imperative: ὦ πότνι' Εἰρήνη, παράμεινον τὸν βίον ἡμῶν, and Xenophon, Cyr. I vi 17, uses the word with health: δοκεῖ ἢ τε ὑγίεια μᾶλλον παραμένειν.

Lysias, XXV 28, speaks of the *politeia* remaining, in regard to the Piraeus party which thought οὕτως πλεῖστον χρόνον τὴν πολιτείαν <ἂν> παραμείναι. Isocrates, in a similar usage, speaks of Athens' sovereignty in 45a: τὰς γὰρ δυναστείας οὐδέποτε τοῖς αὐτοῖς παραμένειν, and elsewhere, 134a, he uses it like Aristophanes, of peace οὐδὲ χρόνον οὐδένα παραμενοῦσαν, and then in 138b, of good repute: πρίασθαι τιοαύτην εὐκλειαν ἢ πάντα τὸν αἰῶνα τοῖς ἐξ ἡμῶν

¹ Pindari, Carmina, ed. A. Turyn (Cambridge Mass. 1953).

² The alternate version, 66 II 14, uses the word in the same sense.

γενομένοις παραμενεῖ³. Plato uses the adjective with an abstract term in Theages 129E, where Socrates, speaking of those who associate with him, says that some βέβαιον ἔχουσι καὶ παραμόνιμον τὴν ὠφέλειαν.

The word is also found in comedy. Alexis, Fragment 281⁴ employs it of the vague ἀγαθῶν, of which riches are the least secure while τὰ δ' ἄλλ' ἐπεικῶς τοῖς ἔχουσι παραμένει. Menander expresses a similar thought in Fragment 51⁵ when, asserting that men must expect anything, he says: παραμένει γὰρ οὐδὲ ἓν. Aristotle continues the use with abstractions, with reference to knowledge in Cat. 8b: ἢ τε γὰρ ἐπιστήμη δοκεῖ τῶν παραμονίμων καὶ δυσκινήτων, and this usage persisted into later Greek. Plutarch uses it of the good will of the Roman people in Pomp. I: ἢ πταίσαντι παραμείνασαν βεβαιότερον ἄλλος ἔσχε Ῥωμαίων ἢ Πομπήιος. The word is used of an inward power by Marcus Aurelius VI 40: ἔνδον ἐστὶ καὶ παραμένει ἢ κατασκευάσασα δύναμις, and its appearance in Dio Cassius, XXXVIII 39, 3, of fortune, τοῖς τε πατράσιν ἡμῶν ὑπάρξασαν καὶ ἡμῶν παραμένουσαν shows that this usage remained current into the third century A. D.⁶

We have seen the use of the word with abstractions for happiness, good fortune and the like, and will soon see the usage with the more concrete manifestations of these ideas. However, we must first examine usage with subjects which are essentially abstract, but which differ slightly from the kind of abstractions already noted. These uses appear late in Greek, and most of them are found in Plutarch, with one (or two) forerunners in Old Testament Greek. In Daniel Th. XI 17 the word is used of kingdom, and the sense of kingdom here is probably more abstract than concrete, although the passage generally is obscure: [καὶ θυγατέρα τῶν γυναικῶν δώσει [αὐτῷ] τοῦ διαφθεῖραι αὐτήν, καὶ οὐ μὴ παραμείνη, καὶ οὐκ αὐτῷ ἔσται. Then second, the word may be used in Ecclesiasticus XXXVIII 19, where the reading, ἐν ἀπαγωγῇ παραβαίνει καὶ λύπη has alternatives of παραμένει and παραμένει. There is fortunately no doubt of the frequency in Plutarch. In Rom. XV we find the word used of custom: καὶ διὰ τοῦτο τοῖς γάμοις παραμένει τὸ ἔθος, and in Cic. VI of desire for glory: οὐ μὲν ἀλλὰ τό γε χαίρειν ἐπαινούμενον διαφερόντως καὶ πρὸς δόξαν ἐμπαθέστεραν ἔχειν ἄχρι παντός αὐτῷ παρέμεινε καὶ πολλοὺς πολλάκις τῶν ὀρθῶν ἐπετάραξε λογισμῶν⁷. One other use, of the magnitude of the intensity of the sun, an idea primarily abstract, can be found in Longinus IX 13: οὐ

³ Elsewhere in Isocrates, of εὐπραγία 142 c; τὸ ἀγαθὸν τύχον 171 c; εὐγένεια 216 e.

⁴ FAC II 512.

⁵ FAC III B 562; Edmonds says, p. 563 n.e. „i.e. good luck never lasts”

⁶ Also in Dio Cassius, εὐπραγία in Fr. 36, 25; τύχη in LXIV 1,2. There is also a fragment of history, P. Oxy 218 which uses the word of „natural form” [κατ]ὰ μ[ο]ρφῆ παραμένει.

⁷ The Plutarchian uses are rather varied; of an emotion πένθος Mor. 114 F; of εἶδωλα used metaphorically of emissions from the wicked and envious, Mor. 683 A; of the power to do, τὸ ἐξεῖναι, Mor. 198 F; applied to πανουργία, ἀπάτη, ἐπιβουλή, all together, Mor. 91 C.

δίχα τῆς σφοδρότητος παραμένει τὸ μέγεθος. We have seen then, the use of παραμένειν with abstractions of varying kinds. Pindar began this usage, and it remained in constant and varied use in later Greek.

The reasonable extension of the use of παραμένειν with abstractions is the application to material possessions and happiness in a way common in Greek thought and later writers. Pindar also uses it so in *Nem. VIII 17*: σύν θεῶ γάρ τοι φυτευθεὶς ἄλβος ἀνθρώποισι | παρμονώτερος¹ and this was the usage of Theognis just before, in the single appearance of the word in his work, *11. 197—8*:

Χρῆμα δ', ὃ μὲν Διόθεν καὶ σύν δίκη ἀνδρὶ γένηται
καὶ καθαρῶς, αἰεὶ παρμόνιμον τελέθει.

This same concept of παραμένειν with reference to riches appears in the fourth century in Menander, *Dysc. 798*, that one is foolish εἰ μὲν γὰρ οἶσθαι ταῦτα παρμενοῦντά σοι εἰς πάντα τὸν χρόνον, and Aesop, *S 52*, points out the moral that stolen goods may not remain: τὰ ἀλλότρια πράγματα πλεονεκτικῶς τισι καὶ βιαίως ἐπικτώμενα τοῖς ταῦτα ἀρπάζουσιν οὐκ εἰς τέλος παραμένουσιν. The use of the word in Ecclesiasticus, *XI 17*, with reference to a gift of God, Δόσις Κυρίου παραμένει εὐσεβέσις is probably also to be taken to refer to something material, and so to be classed with this group. A clear biblical use appears in *P. Enoch. 91*, of wealth: ὅτι οὐ μὴ παραμείνη ὁ πλοῦτος ὤμων.

Related to these uses is that which is applied to specific objects, and this use is frequent in Plutarch, but is used once, earlier, by Strabo, *XI 10 (516)*, with reference to wine keeping good: καὶ γὰρ εἰς τριγωνίαν παραμένει ἐν ἀπιτώτοις ἄγγεσι⁸. Plutarch also, among his many uses of the word in this sense, applies it to wine remaining good, *Mor 655E*: οὗτος γὰρ μάλιστα τῶν ἀνέμων ἐξίστησιν καὶ κινεῖ τὸν οἶνον, καὶ ὁ τοῦτον διαφυγῶν ἤδη δοκεῖ παραμένειν βέβαιος, and, in the same sense, to a scar, oil, drink, wheat, and trees⁹. This same usage is in Galen, about ointment¹⁰ καλλίστην τε καὶ παραμόνιμον ἀλοιφήν παρασκευάσεις, and in Soranus¹¹ about milk ὅθεν καὶ πρὸς τὸ ἄριστον αὐτὸ παραμένειν (ζητεῖται).

There is also one use of the noun, παραμονή which falls in our period, and and it is used in a context similar to those just discussed. This use, of the first Century A. D., is by Dioscurides, and he uses the word in *Book 5, 159*, in connection with the discussion of Melia, an aluminous earth which gives staying power to colors: χρησίμη δὲ καὶ ζωγράφους εἰς πλείονα παραμονὴν χρωμάτων.

⁸ This sense is probably that meant by Hesychius, who says: παράμονος· καρτερός.

⁹ In the order given, *Mor. 126 F; 696 D; 698 D; 968 A; Epit. V 26 (Diels, Dox. Graec. 439, 12)*.

¹⁰ *San. Tu. IV 8, 28 (CMG V 4 (2) 129)* also, of drink, *San. Tu. I 11. 10 (CMG V 4 (2) 26)*.

¹¹ *Gun. II 23 (CMG IV 71)*.

As we shall see, the noun was used in Greek papyri and inscriptions as early as the third century B. C., and appeared there as a technical term. This usage by Dioscurides is not technical, but its use in nontechnical context must have been influenced by the earlier usage, and the use could readily be adopted into non-technical use on analogy to the usage of the verb in similar contexts. Once established, non technical usage of the noun appears occasionally in later centuries, in Atheneaeus I.55, applied to wine's keeping quality, as also in Florentinus, *Geoponica* 6, 16, 3. These late uses have no real relevance to our discussion, and even the occurrence of the first century A. D. comes so long after the appearance of the noun in documents that we must consider its appearance as the result of documentary usage, and of no value in determining meaning or usage in the third century B. C. It is interesting, however, to see how the use of the noun does fit into the usages already established for the verb when the noun finally does appear in literary contexts.

In discussing this usage of παραμένειν applied to things, we have mentioned only those which have a close connection with growing things, but it is necessary to point out that the word is used also of manufactured objects, as in Proverbs XII 7, of houses:

οὐδ' ἐὰν στραφῆ ἀσεβῆς ἀφανίζεται
οἴκοι δὲ δικαίων παραμένουσιν,

and again in Plutarch, *Lysander* XVII 3, of the multitude of small pieces of money: ἀφ' ὧν παραμένει πλῆθος ἔτι καὶ νῦν τῶν κερμάτων ὀβολοὺς καλεῖσθαι. There are also other uses of παραμένειν related to the sense just discussed, which do not fit quite into the categories described, but which more or less relate to material things. Hero, *Spir.* I 37, uses the word of the ἐπίδειξις, the spectacle in a material sense, of water spouting from a fountain: ἕνεκα τοῦ τὴν ἐπίδειξιν ἐπὶ πλείονα χρόνον παραμένειν. Plutarch, *Mor.* 735E uses the word of stickiness, sap, a physical phenomenon: οὐ γὰρ παραμένει τὸ ἐχέκολλον καὶ συνεκτικόν, and Marcus Aurelius III 11, 2, of examining a thing, to find out what it is and of what it is compounded, and πόσον χρόνον πέφυκε παραμένειν. Finally, Vettius Valens, *K r o l l* 292, of profits procured under a certain star: προσοδικῶς οὖν γενόμενος οὐ παράμονα ποιήσει τὰ προσοδιασθέντα, uses the word with material possessions, and Aesop, 282, in a passage deleted by Hausrath, uses it of the transiency of a thing: ὁ γὰρ γεννηθεὶς οὐκ ἔσχεν ἐκ φύσεως, τοῦτο οὐδὲ παραμένει.

Thus, out of the Pindaric use of παραμένειν with abstracts grew the manifold usages of the later Greek authors, and, as Pindar used the word with material benefits, following Theognis, so many others after followed suit. All these uses are reasonable applications of the word as it was used in the sixth century B. C., and they all show the general applicability of the word.

The remaining Pindaric use of the word differs from the other uses so far seen in that, while the others have a local sense in that the subject remains

in some place, or is related to something that can, physically, have place, this last usage, Pyth. I 89 has the sense of remaining in an emotion: εὐανθεῖ δ' ἐν ὄργῃ παρμένων, and this meaning is not local in any sense. This passage may be unique, unless the appearance of the word in the manuscripts of Polybius is to be accepted. The passage in question discusses the defeat of the Insubri in 225 B. C., Book II, 30. The passage as it appears in modern editions is: διακοπτόμενοι γὰρ ἔμενον ἐπ' ἴσον ταῖς ψυχαῖς, αὐτῷ τούτῳ καὶ καθόλου καὶ κατ' ἄνδρα λειπόμενοι, ταῖς τῶν ὑπλῶν κατασκευαῖς. but the manuscripts are apparently quite different. If the critical comments of Schweighauser and Hultsch are understood correctly, the manuscripts give for the phrase in which we are interested: διακοπτόμενοι παρέμενον ἐπὶ ποσόνταῖς ψυχαῖς. except for C, Monacensis 157, which reads: καλλιδιακαπτόμενοι παρέμενον ἐπὶ ποσὸν ταῖς ψυχαῖς. Schweighauser, following Casaubon, reads καὶ διακοπτόμενοι παρέμενον ἐπ' ἴσον thus both accepting the καὶ but emending ἐπὶ ποσὸν to ἐπ' ἴσον. Bekker rejected the καὶ and the παρέμενον both, and it is his reading which, given above, is that of modern editors. The sense of the passage permits all emendations, but it is also possible to accept the reading of the manuscripts, maintaining the καὶ of C. This would give us a meaning of παρέμενον exactly analagous to the Pindaric sense 'they remained for some time in their spirits'. The sense is not exact for the passage, since, as we see later in the chapter, they remain steadfast until absolutely destroyed, but the sense will work. The use of ψυχή for 'spirits', 'courage' is found frequently in Polybius, as I, 75 ἠττησε μὲν τὰς ψυχὰς τῶν ὑπεναντίων, 'he overcame the spirits of the enemy', or III, 116 κατέπληξε ταῖς ψυχαῖς τοὺς Ῥωμαίους, he terrified the Romans in their spirits'. This usage of ψυχή shows that the manuscripts versions can make sense with a use of παραμένειν analogous to Pindar, and thus if we accept their reading, Pindar does not stand alone in this usage. Even if we accept the proposed ἐπ' ἴσον for ἐπὶ ποσὸν and read with Casaubon and Schweighauser καὶ διακοπτόμενοι παρέμενον ἐπ' ἴσον we still have a use of παραμένειν analogous to Pindar's usage. There is no way here of knowing certainly whether Polybius did indeed use παρέμενον and we discuss only possibilities. If Bekker is right, and we should read γὰρ ἔμενον, then there is no other use quite like Pindar's, and it stands unique.

We have seen that Pindar used παραμένειν in four ways; like Homer, to refer to military steadfastness, to abstractions, to material possessions, and finally, in what is a rare and perhaps unique way, to refer to remaining in an emotion. All these uses save the last continue into later Greek in common use.

While Pindar used the word five times, Sophocles used it only once, and that at the end of a difficult passage, Ichneutai 168-9. Silenus, urging his sons on, finishes a short four line speech, saying:

ἀλλ' εἴ [ἀ]φίστω τριζύγης οἴμου βάσιν,
ἐγὼ δ' ἐν [ἔ]ργοις παρμένων σ' ἀπειθυνῶ

This is Pearson's reading and he states that „It is evident then, that ‘to leave the cross-road’ is the same as ‘to go straight on’, or, in other words, ‘to hesitate no longer’”¹². Grenfell and Hunt, in the original publication *Oxyrhynchus Papyri* Vol. IX, p. 47, col. vii, 10–11 read [ἐ]φίστω not [ἀ]φίστω and translate these lines ‘Come, take your stand at the cross-ways, and I will stay on the scene of action and direct you’. This does not quite reflect the sense of παραμένων with ἔργοις. It is rather ‘remaining at the task’. The same use of παραμένειν, to mean remaining at a task, is found in Diodorus, II 29.5, with reference to remaining at study; ὀλίγοι δέ τινες ἐπὶ φιλοσοφίαν ἀποδύντες ἐργολαβίας ἕνεκεν παραμένουσιν ἐν τῷ μαθήματι, also in New Testament usage, Ep. Jac. I 25: ὁ δὲ παρακύψας εἰς νόμον τέλειον τὸν τῆς ἐλευθερίας καὶ παραμείνας, Dio Chrysostom uses almost the same words as Diodorus in 34, 36, with respect to a statesman's service, that he does not have a specified period of benevolence towards the citizens and care and zealotness towards the state, ἀλλ' εἰς αὐτὸ τοῦτο ἀποδύεσθαι καὶ αἰεὶ παραμένειν. We will see this use of παραμένειν as employed by Thucydides, and it can be seen that the Sophoclean usage found acceptance in later Greek, and into the second century A.D. in Dio Chrysostom.

Herodotus used the word three times. It appears first in I 30, Solon explaining why he thought Tellus the happiest man: παῖδες ἦσαν καλοὶ τε ἀγαθοί, καὶ σφι εἶδε ἅπασι τέκνα ἐκγενόμενα καὶ πάντα παραμείναντα.

This use of the word is not unlike that which we have already seen, referring to ‘remaining’ of things and goods. Later in Book I, in Chapter 82, Herodotus uses παραμένειν in a purely neutral sense, ‘to remain in a place’: ἀπαλλάσσεσθαι ἐκάτερον ἐς τὴν ἑωυτοῦ μηδὲ παραμένειν ἀγωνιρομένων, and again, similarly, in the same chapter, of the survivor remaining on the field: τὸν δὲ σφέτερον παραμείναντα. This use is extremely common in Greek; Herodotus uses it elsewhere, in VIII, 100, when, after Salamis, Mardonius tells Xerxes he will continue the war εἴ τοι δέδοκται μὴ παραμένειν, Thucydides uses the word in this way, of Aristeus', activities after his escape from Potidaea, I 65, καὶ παραμένων ἐν Χαλκιδεῦσι, Nicias' request that he be relieved of command of the Sicilian expedition; ἀδύνατός εἰμι διὰ νόσον νεφρῆτιν παραμείνειν, and in many other places¹³. A similar use by Thucydides appears in Book I, 75 with the Athenians justifying their hegemony: ὑμῶν μὲν οὐκ ἔθελήσαντων παραμείναι πρὸς τὰ ὑπόλοιπα τοῦ βαρβάρου. Here the meaning is not strictly local, but can be seen in the sense of the Sophoclean passage above ‘to remain (at a task)’, here, ‘to remain for the finish of the barbarian’¹⁴. The neutral use of the word is common and persistent. It appears in Aristophanes,

¹² A. C. Pearson, *The Fragments of Sophocles*, Vol. I Cambridge 1917, p. 248 n.

¹³ See I 102; IV 68; V 114; VI 47; 61.

¹⁴ Used in the same sense in III 10.

as for example, Lysistrata's statement in Lys. 843: συνηπεροπέύσω (σοί) παραμένονος' ἐθαδί,¹⁵ and also in Xenophon, Cyr. IV 2,40, about horses which had run off: ἔτι δ' οἱ ἵππεῖς ἡμῶν ἄπεισι, φροντίδα παρέχοντες ποῦ εἰσι· καὶν ἔλθωσιν, εἰ παραμενοῦσιν¹⁶. Isocrates too uses the word neutrally, in 380c, discussing Callimachus' participation in the oligarchy, he points out: καὶ μέχρι τῆς ἡμέρας ἐκείνης παρέμεινε μετέχων τῆς πολιτείας. Plato makes frequent use of the neutral sense of the word¹⁷, as in Leg. XI 915 E, of the vendor remaining in town after a sale. ὁ δ' ἀποδόμενος τιμὴν του λάβη μὴ ἐλάττω δραχμῶν πεντήκοντα, παραμενέτω κατὰ πόλιν ἕξ ἀνάγκης δέκα ἡμέρας.

Demosthenes, who uses παραμένειν frequently for soldiers remaining in service, also uses it in a more neutral sense in L 16: οἱ γ' ἐκ καταλόγου ἐλθόντες ἐπὶ τὴν ναῦν παρέμενον τηροῦντες τὴν οἰκαδε σωτηρίαν. Much like this is the usage of Favorinus, P. Vat. gr. III 14, 23 and 32 of the Greeks of Troy: Παρέμενον δὲ οὐ μόνον αὐτόμισθοι καὶ αὐτότροφοι, and Achilles, who εἴλετο παραμείνας αὐτοῦ ἀποθανεῖν. Theophrastus uses the neutral use, Ch. II 10, speaking of flatterers at a meal: καὶ τῶν ἐστιωμένων πρῶτος ἐπαινέσαι τὸν οἶνον καὶ παραμένων εἰπεῖν, and these examples are paralleled by uses in the translation of the Old Testament, (as) simply remaining in a place, Judith XII 7, καὶ παρέμεινε ἐν τῇ παρεμβολῇ ἡμέρας τρεῖς.¹⁸

In what is also most like the neutral usage, Ecclesiasticus uses the word without the dative but implying a remaining with someone. The use appears in VI 8, and the second line is repeated in 11 with the same sense and meaning. This use, ἔστιν γὰρ φίλος ἐν καιρῷ αὐτοῦ καὶ οὐ μὴ παραμείνη ἐν ἡμέρᾳ θλίψεώς σου, is like the Platonic usage mentioned below footnote 17, Alc. I 131D, and is neutral in the sense of the N. T. Heb. 7,23, where there is mention of the priests before Jesus who did not last immortally: καὶ οἱ μὲν πλείονές εἰσιν γεγονότες ἱερεῖς διὰ τὸ θανάτῳ κωλύεσθαι παραμένειν. (That is, there is no specific reference to remaining with someone; there is just an indefinite endurance, with an object implied. We see the same use by Epictetus, II 14,20: πῶς δύνασαι ἀνασχέσθαι μου καὶ ὑποσχεῖν τὸν ἔλεγχον καὶ παραμείναι; and by Plutarch, Mor. 94B, of a rich man's friends: οὐτ' ἐκεῖνοι τῆς χρείας ἐπιλιπούσης παραμείνουσιν. Similarly, Dio Chryostom speaks of lasting to old age, III 194: ὑγιαίνειν καὶ παραμένειν εἰς γῆρας¹⁹.

¹⁵ And also in Plut. 440

¹⁶ Similarly, Cyr. V 5,5 also of horses; Hell. VII 1, 28 of Kissidas; Mem. III 11, 11 benefactions and pleasure make a friend παραμόνιμος.

¹⁷ In Alc. I 131 D of the lover of the soul remaining with a person, the use may be considered neutral, since although in meaning like the usage with the dative, there is no dative. In Crito 51 E the laws speak of a person remaining, knowing what the laws are, in a purely neutral sense.

¹⁸ Also in 9, remaining in a tent.

¹⁹ And in VI 46, of tyrants remaining although undergoing punishment.

Finally, in the second century A.D., the usages of Apollodorus Daldianus show this neutral use, as in II 67, like Herodotus' usage, of children, τῶν ἰδίων ἀπόθεςιν τέκνων σημαίνει γενέσθαι, οὐ παραμενόντων, ἢ οὐκ ἀνατραφησομένων and elsewhere, his use of the word is involved with 'remaining' as predicted by signs in dreams²⁰.

The remaining Thucydidean use of παραμένειν, in III, 87, refers to the plague, which παρέμεινε δὲ τὸ μὲν ὕστερον οὐκ ἔλασσον ἐνιαυτοῦ. This use of the word, to apply to sickness, became very common in later authors, and was logically extended to symptoms as well as diseases, and finally even to qualities and natural phenomena which had duration in time. For example, Hippocrates in Morb. I, 22, says that one must distinguish of sicknesses τοῖσι μὲν παραμονιμά τε εἶναι καὶ μέζω, τοῖσι δὲ ἐλάσσω τε καὶ ὀλιγοχρόνια, τοῖσι δὲ παραμένειν ἐς τὸ γῆρας τὰ νοσήματα καὶ συναποθνήσκειν, τοὺς δὲ ἀπόλλυσθαι δι' ὀλίγου ὑπ' αὐτῶν. Again, Plutarch speaks of indigestions from meats, Mor. 131 E: καὶ γὰρ εὐθύς σφόδρα καὶ βαρύνουσι, καὶ λείψανον εἰσαυθις πονηρὸν ἀπ' αὐτῶν παραμένει, Soranus of the 'cravings' of pregnant women, in Gun. I, 48 (CMG IV 35.10): καὶ παραμένει πάλιν τισὶ μὲν ὀλιγωτέρως. This last is probably to be considered a symptom, not a disease, although in ancient medicine it is not always clear whether the writer thinks of a phenomenon as a symptom. Plutarch speaks of the appetites of sick people, Mor. 687 C: ἐνίοις δ' ἐμπιπλαμένοις οὐδὲ ἐν αἰ ὀρέξεις χαλῶσιν, ἀλλὰ καὶ κατατείνουσι καὶ παραμένουσιν, probably thinking of a symptom²¹. Clearly, Galen, in CMG V 9 (2) p. 302. 10, χρῆ δὲ μὴ παραμένειν τὸ σύμπτωμα μέχρι τῆς ἐβδόμης ἡμέρας is speaking of what is properly called a symptom, but the usage for both is so similar that it is fruitless to try to distinguish²².

Aristotle, Cat. 9b, however, when he speaks of συμπτώματα remaining, is extending the usage out of medicine to speak of a distinction between accident and quality as a matter of duration: ὅσα μὲν οὖν τῶν τοιούτων συμπτωμάτων ἀπὸ τινῶν παθῶν δυσκινήτων καὶ παραμονίμων τὴν ἀρχὴν εἴληφε ποιότητες λέγονται and ἢ καὶ διὰ βίου παραμένουσι, ποιότητες λέγονται. This same use is applied by Galen, when speaking of causes²³: αἷτια δὲ ὑπέθεντο τέσσαρα. προκαταρκτικόν, ὃ πεποιηκὸς παραμεμένηεν. That the use of the word was extended to natural phenomena is proved by Geminus 226.6, in a quotation of Democritus²⁴: ζέφυρος πνεῖν ἀρχεται καὶ παραμένει. Here it is used in

²⁰ See II 27; IV 46.

²¹ And in Mor. 36 B of a πόνοσ.

²² Used thus, variously: Arist. Epit Aristoph. I 95 (supp. Arist. I 29. 10; Galen, CMG V 4 (2) 28, 20; 109, 12; 109, 21; 460, 6; V 9 (2) 228, 4; 288, 2; 367, 3; 369, 21; Hp. Mul. 162; Flat. 13; Sor. Gun. I 20 (CMG IV 13, 25) I 50 (CMG IV 36, 32).

²³ Phil. Hist. 19 (Diels, *Dox. Graec.* 611, 9; similarly used by Arius Didymus, Diels, *Dox. Graec.* 462, 23.

²⁴ Diels, *Frg. Vorsokr.* II 143, 17 (B 14,3).

reference to winds, and Heraclitus, All. 26, uses it to speak of fire: τὸ δὲ παρ' ἡμῖν πῦρ, ἄνευ τῆς τῶν ξύλων παραθέσεως οὐ δυνατὸν ἂν ἐπὶ πλείον παραμεῖνα. This usage is maintained by Plutarch, Mor. 344 C of the phenomena attending the earthquake: ὡσπερ ἐνταῦθα φάσι παραμένειν τὰ περὶ τὸν μέγαν σεισμόν.

We have seen the uses of παραμένειν and its related words in Homer, Pindar, Sophocles, Herodotus, and Thuciddies, and the extension of their usages, and before proceeding it will be well to sum up what has so far appeared. Παραμένειν is used of people in the military sense of standing fast in battle by Homer and Pindar; it is used of abstractions and property in Pindar and the use remains widespread in later writers. The neutral use of the word appears in Herodotus and Thuciddies, meaning only to be in a place, and this too is a common later use. Finally, the use by Thuciddies applying παραμένειν to the plague has many parallels in use with sickness and symptoms, and indeed with natural phenomena. Except for the singular Pindaric usage 'to remain in a pleasant mood', all these uses of the word have local aspect. The military and neutral uses are clear in this regard. The abstractions, goods, and sicknesses remain with a person, a use that is in some degree local. Finally, even the idea of remaining at a task, i.e., Sophocles, Thuciddies, and later writers, and the remaining of natural phenomena have some element of place, and deal not solely with the element of time. Thus far, then, we have seen that παραμένειν implies place.

An important usage of παραμένειν not yet discussed is that of Euripides, Orestes 1249. Here the chorus addresses Electra as 'mistress', and tells her that this appellation still remains to her: τίνα θροεῖς αὐδάν, πότνια; παρμένει γὰρ ἔτι σοι τόδ' ἐν Δαναϊδῶν πόλει. This construction, παραμένειν followed by a dative representing a person, differs from the preceding usages in that it is local in the sense that the person with whom the subject remains is local, but has no reference to place. Nor is it, in the manner that disease 'remains', quite a question of the endurance of something with someone, but rather a matter of propinquity. It is quite reasonable and logical that παραμένειν should be used in this way, but it is important to distinguish this usage, as it is distinct and also common in later authors.

That it follows logically from previous uses is easy to see; Homer's use of παραμένειν to mean 'stand fast' does take a dative in Il. XI 401-2 and XV 399-400, as we have already seen; Pindar's use with an abstraction in Pyth. VII 20 takes a dative, and in Aristophanes' use in Pax 1108, peace remains, taking a dative. In many examples already cited, παραμένειν takes a dative, and it is clear that this case is appropriate²⁵. The distinction between the use here discussed and other uses with the dative is that παραμένειν has no collateral connotations, as 'standing fast', and applies to a specific item or person,

²⁵ Suidas, Synt. 397 (Adler IV 38) says that the word takes the dative. That this is not entirely true is shown by footnote 30, p. 240.

and not something general, as an abstraction or as undefined matters. The difference is difficult to define with exactness; this usage requires the dative, that is, requires that there be someone with whom the subject remains in order for there to be a situation in which παραμένειν can be used. Unlike riches, or peace, which can remain absolutely and enduringly, it is the relationship expressed by παραμένειν with the dative which establishes the concept of remaining. Yet for all of this, the usage is almost neutral, in that it carries no ideas about the nature of 'remaining' apart from the connection with the person expressed in the dative. Were it not for the dative, it would be the neutral use already discussed. This may all be expressed differently: in other uses of παραμένειν there is some local sense by which the word can stand alone, or some temporal sense that does not require extension of the verb; in this use, without the dative object there would be no meaning at all to παραμένειν.

Isocrates, 18E, uses the word in this way in discussion of expenditures of beautiful objects and for benefits to friends: τὰ γὰρ τοιαῦτα τῶν ἀναλωμάτων αὐτῷ τε σοὶ παραμενεῖ. This use is also common in Xenophon, as in Anab. II 6, 2, of the Peloponnesian War: ἕως μὲν πόλεμος ἦν τοῖς Λακεδαιμονίοις πρὸς τοὺς Ἀθηναίους παρέμενε, in Cyr. IV 2, 43, the word is used of the Medes and Hyrcanians, διὰ γὰρ τὰ κέρδη ἥδιον ἡμῖν παραμενοῦσι, and in Cyr. V 5, 45, Cyrus says of his allies: εἰ δὲ ἡμῖν ἐθελήσειαν οἱ νῦν προγεγεννημένοι σύμμαχοι παραμεῖναι. Plato continues the usage, in Phaedo 115 D, Socrates says: ἐπειδὴν πῶς τὸ φάρμακον, οὐκέτι ὑμῖν παραμενῶ, in Protagoras 335 C he says: οὐκ ἂν οἶός τ' εἶην σοὶ παραμεῖναι to which Kallias answers: δέομαι οὖν σου παραμεῖναι ἡμῖν, and elsewhere in Plato this usage of παραμένειν is found five more times²⁶. Demosthenes also uses the word in this sense. In Against Polycles, L 44, discussing the failings of the defendant in the deposition, it is stated that the crew of his ship would not serve under him, and the phrase used is οὐδεὶς γὰρ αὐτῷ παραμενεῖ. Now in this case, we have before us a relationship not of mere accident, but of some formal service, in which the trierarch would manage so that the men would serve with him. Παραμένειν is the word chosen to express the 'remaining' of men in service with a commander, and the dative is used for the commander. Elsewhere in this speech and in others Demosthenes uses παραμένειν without the dative to express the concept of service, but that will be examined in another section²⁷. He also uses it again with the dative in XI 13, In Answer To Philip's Letter, with reference to loyalty to Philip. In both these uses with the dative, Demosthenes is clearly using παραμένειν to express a relationship between people.

The use of the word with the dative is continued by Timocles in Fragment 9: 'Ο Δημοσίων δὲ παραμενεῖν αὐτῷ δοκῶν τ' ἀργύριον οὐκ ἐφείδεται'²⁸. and by

²⁶ Apol. 39 E; Prot. 362 A; Menex 235B. Leg. 769 C; 782 C.

²⁷ See p. 252.

²⁸ FAC II 608.

Aristophanes Byzantinus in Epit. II 472²⁹ of a man and a camel: ὡς ἀνὴρ κάμηλον πιστευθεῖς, παραμένων αὐτῇ καὶ τῷ σταθμῷ προσκαθεύδειν συνειθισμένος.

We find this usage again in the Greek version of the Old Testament, in Genesis XLIV 33 νῦν οὖν παραμενῶ σοι παῖς ἀντὶ τοῦ παιδίου. In the first century A. D. Paul uses the word in this sense, saying in Philippians I 25 καὶ τοῦτο πεποιθῶς οἶδα, ὅτι μενῶ καὶ παραμενῶ πᾶσιν ὑμῖν³⁰, and Plutarch continues the usage in Lycurgus 11, of Alexander: παραμένων ἅμα τῷ Λυκούργῳ καὶ συνδιαιτώμενος.

Finally, we note for the second century A. D. the use by Justin Martyr Dialogue 56 A 26 καὶ ὁ τέταρτος τῶν σὺν Τρύφωνι παραμεινάντων ἔφη, a usage by Galen³¹ which probably belongs in this category, if the suggested reading of a difficult passage is correct: εὐκολώτεροι μὲν γὰρ ἐστὶν ἐνὸς ἀεὶ μνημονεύειν τοῦ παραμένειν (πᾶσι τοῖς φαινομένοις) ἐναργῶς ἐν ἀκριβεῖ, and again by Dio Cassius XLVIII 54, 1, of Antony: οὐ μέντοι καὶ παρέμεινεν αὐτῷ³². It is clear from all this that the usage begun by Euripides, παραμένειν with the dative, became common in Greek and continued to be used by authors to express relationship by remaining.

We have not yet seen the use of παραμένειν in its more legal role the in use by the orators of the fifth century. Antiphon, V 13, uses the word to have the defendant speak of his remaining for trial. The defendant, speaking of the fact that he had been imprisoned before trial, says: Λέγεις δὲ ὡς οὐκ ἂν παρέμεινα εἰ ἐλελύμην. This is parallel to the use of παραμένειν in matters of surety, and the connection is seen clearly in Andocides I 2, νῦν ἐγὼ ἤκω οὐδεμιᾶς μοι ἀνάγκης οὔσης παραμείναι, οὐτ' ἐγγυητὰς καταστήσας οὐθ' ὑπὸ δεσμῶν ἀναγκασθεῖς.

Plato too uses παραμένειν in reference to remaining for a trial, in Crito 48 D, Socrates says: μὴ οὐ δέη ὑπολογίζεσθαι οὐτ' εἰ ἀποθνήσκειν δεῖ παραμένοντας καὶ ἡσυχίαν ἄγοντας, and he repeats the same idea in Phaedo 98 E: καὶ δικαιοτέρον παραμένοντα ὑπέχειν τὴν δίκην ἢν κελεύσωσιν. Most clear is the use of the word with ἐγγυᾶσθαι as in Phaedo 115 D. οὗτος πρὸς τοὺς δικαστὰς ἡγγυᾶτο. οὗτος μὲν γὰρ ἦ μὴν παραμένειν. ὑμεῖς δὲ ἦ μὴν μὴ παραμεινὲν ἐγγυήσασθε ἐπειδὴν ἀποθάνω, ἀλλὰ οἰχθήσεσθαι ἀπιόντα. It is obvious that παραμένειν is the word used of 'remaining' for trial, whether under bail or under bonds; the word may have been used in legal terminology of going surety, and Plato's use implies that. However, it is clear that this use arose from the common usage. That is, the word had long meant 'to remain' in general, and such uses as the παραμένειν with the dative had long existed to indicate a re-

²⁹ Supp. Ar. I 124, 23.

³⁰ See also Cor. I 16,6 a usage very similar, but in the accusative: πρὸς ὑμᾶς δὲ τυχὸν παραμεινῶ ἢ καὶ παραχειμάσω. And in the genitive the very fragmentary Shepherd of Hermes, P. Oxy. 404, recto, μετὰ σου παρα]μενοῦσι[ν].

³¹ Galen 6, 10 (CMG V 4 (1) 65).

³² Also, of a dog, LVIII 1, 3.

maining with whom one ought, while also there had long existed the neutral meaning of simply remaining in a place. The use with sureties developed quite naturally, from Antiphon's meaning παραμένειν because one is in prison to Plato's παραμένειν ἐγγυᾶσθαι. It is not a case of adopting a technical use of the word when Plato uses it; rather legal terminology accepts a meaning of the word, uses it where appropriate, and Plato uses the legal terminology. Neither the word itself nor this use should really be called technical, i.e., with a special meaning apart from general usage³³.

Xenophon uses παραμένειν very frequently, and we have already seen his use in the military sense, with abstractions, and with the dative in a neutral sense. More interesting is that usage which Xenophon applies to slaves and servants. In Memorabilia II 4,5 he speaks of the value of a good friend, contrasting one to a slave: ποῖον δὲ ἀνδράποδον οὕτως εὖνουν καὶ παραμόνιμον; Further on, II 10,3 he points up the value of a good servant: καίτοι τὸ ὑπὲρ ἑτέρον ἐκόντα τε καὶ εὖνουν καὶ παραμόνιμον καὶ τὸ κελυρόμενον ἱκανὸν ὄντα ποιεῖν. Finally, in Oeconomicus III 4, he contrasts the reactions of servants in harsh and then lenient households: τί οὖν, ἦν σοι, ἔφη, καὶ οἰκίας αὖ ἐπιδεικνύω ἔνθα μὲν πάντας ὡς εἰπεῖν δεδεμένους καὶ τούτους θαμινὰ ἀποδιδράσκοντας, ἔνθα δὲ λελυμένους καὶ ἐθέλοντάς τε ἐργάζεσθαι καὶ παραμένειν. It is interesting to see here the contrast between the terms ἀποδιδράσκοντας and then ἐθέλοντας παραμένειν. Burnet, in his note on Crito 48 d 4³⁴, comments on this saying „παραμένοντας opp. ἀποδιδράσκοντας used especially of soldiers, slaves, (cf. the name Παρμένων) and prisoners, as here". We have seen that there is no special use of παραμένειν as Burnet suggests, but it is true that the word can be used in this way; it is used that way by Xenophon, and also is used so by Demosthenes as we have seen. The most interesting aspect of these Xenophontic usages in application to slaves and servants is that while we have this

³³ At this point it would be well to define technical and non technical as used in the discussion. By non technical we mean usage in literary or documentary texts in which the meaning is clear from the use of the word itself and the use is appropriate syntactically with the rest of the sentence. In a technical usage, the meaning is not immediately clear from the use, and often the concept expressed must be expanded into more words to be understood. Further, technical words denote specific concepts, and are often absolute syntactically, or stand apart to make what is apparently awkward sentence construction.

Non technical words may set up situations which may be described by technical words. In documents, the verb παραμύειν is non technical since it fits syntactically with the sentence and follows established usage, but the noun παραμονῆ is technical, as it is syntactically awkward, requires expansion in meaning, and is without parallels in general usage.

It is useful to distinguish between these uses, since the distinction permits the formulation of rules for the inclusion or exclusion of material from the discussion: (a) any situation we know to be described by the noun is germane. (b) Any situation in which the verb appears without the noun may be or may not be germane. (c) any situation in which neither appears is not germane.

³⁴ J. Burnet, ed. Plato's Euthyphro, Apology of Socrates, and Crito. Oxford 1948, p. 197.

usage, it is clearly not technical. It is logical that it will be important to rely upon the presence of a slave or servant, and the word used to refer to this reliability is παραμένειν. This usage with slaves and servants is not limited to Xenophon. It appears again in Dio Chrysostom XXXI 42: ἀλλ', ἀνδράποδον μὲν τις ὀνούμενος εἴ ποτε ἀπέδρα σκοπεῖ καὶ εἴ μὴ παρέμενε τῷ πρῶτῳ δεσπότῃ, and so we see that this usage continued into the second century A. D.

Plato also used the word παραμένειν frequently, and in addition to the uses which we have already noted with the dative and in reference to remaining for a trial. One use which is similar to the uses of Xenophon applying to slaves and servants is Phaedo 62E. There Socrates has been discussing man as a possession of the gods, arguing that he has no right to die without some necessity from the gods. Kebes interposes the objection that wise men, whom Socrates had said would easily wish to die, would be grieved at leaving this service, in which they have good masters, the gods, and that a fool might flee this service: ἀλλ' ἀνόητος μὲν ἄνθρωπος τάχ' ἂν οἰηθείη ταῦτα, φευκτέον εἶναι ἀπὸ τοῦ δεσπότου, καὶ οὐκ ἂν λογίζοιτο ὅτι οὐ δεῖ ἀπὸ γε τοῦ ἀγαθοῦ φεῦγειν ἀλλ' ὅτι μάλιστα παραμένειν. This again contrasts the servant who remains with one who flees his master, and shows how in common usage παραμένειν is applied to the trusty servant³⁵.

Demosthenes, it has been noted, uses παραμένειν with the dative to deal with military service with a commander, and he also uses the word without the dative for concepts of military service. In L 11, speaking of defections of sailors, he says that ἀπόλειψίς τε γὰρ πλείστη γίγνεται, οἳ τε παραμένοντες τῶν ναυτῶν οὐκ ἐθέλουσι πάλιν ἐμβαίνειν, and again in 12, in the same usage, he talks of gifts and advances in pay τοῖς δὲ παραμείνασι τῶν ἀρχαίων ναυτῶν ἔδωκά τι εἰς διοίκησιν³⁶. This usage, like that with the dative, shows the sense of παραμένειν used with relation to a person or a task, in which, as has been said before, the relationship itself is central to the idea of remaining.

One other usage of παραμένειν remains to be discussed. This is the construction with ἕως ἄν 'so long as', 'while', 'until'. The first certain appearance is in Plato, Phaedo 86c of the parts of the body: τὰ δὲ λείψανα τοῦ σώματος ἐκάστου πολὺν χρόνον παραμένειν, ἕως ἄν ἡ κατακαυθῆ ἢ κατασαπῆ. Demosthenes also uses this construction, in, XLIX 14: ἵνα διδοίη τοῖς βοιωτίοις τριηράρχοις, καὶ παραμένωσιν ἕως ἄν αὐτῷ ἡ κρίσις γένηται³⁷. This usage had a predecessor in Xenophon Cyr. VII 5, 39, if we accept the readings of manuscripts C A E G H,

³⁵ An interesting passage is Meno 97 D-98 A, in which the usage with slaves is combined with a number of other uses. Discussing the statues made by Daedalus, ἀποδιδράσκει καὶ δραπατεύει, ἐὰν δὲ δεδεμένα παραμένει (simple remaining, with the metaphor of slavery). Then παραμένειν is used specifically of a δραπέτην ἄνθρωπον and then last παραμένειν is used of true opinions.

³⁶ And similarly in L 18 and XLIX 15.

³⁷ The same matters with the same construction in XLIX 50.

where Cyrus says: "Ἄνδρες φίλοι, παραμένετε, ἕως <ἄν> τὸν ὄχλον διωσόμεθα. This is followed by a neutral use: οἱ μὲν δὴ φίλοι παρέμενον. Similar to this is the μέχρῃς ἄν construction of Epictetus II 16, 37, of the man who dabbles at philosophy οὐχὶ δ' ὡς παιδιᾷ παραμένει, μέχρῃς ἄν ψυχαγωγῆται; We will see in the next chapter that this ἕως ἄν construction, appearing first in Xenophon or Demosthenes, has frequent use in inscriptions, and it is clear from the use by Epictetus that the use of παραμένειν with ἕως ἄν or μέχρῃς ἄν to denote remaining for the duration of some other controlling event remained in literature into the second century A. D.

We have seen the different uses of παραμένειν and the authors in which these uses appeared. We can best sum up the results of this discussion in a tabular form, listing in order each usage with a brief comment. The usages appear in the order of discussion in the foregoing text.

1. **Military:** Homer, Pindar, Xenophon, Aesop; not in later Greek.
2. **Abstractions:** very common from Pindar to Dio Cassius.
3. **Material possessions and objects:** Theognis to Vettius Valens; particularly common in later Greek.
4. **'Remaining in an emotion':** limited to Pindar and Polybius; possibly unique in Pindar.
5. **'Remaining at a task':** rare; Sophocles, Thucydides, Diodorus, Dio Chrysostom.
6. **Neutral:** common from Herodotus on into later Greek.
7. **With diseases and symptoms:** Thucydides and after; common.
8. **Natural phenomena and causes:** Democritus, Heraclitus, Aristotle, Arius Didymus, Galen.
9. **With dative:** used with dative from Homer on; the 'pure use' begins with Euripides and is in common use into later Greek.
10. **Legal obligation:** Antiphon, Andocides, Xenophon, Plato, Demosthenes, Dio Chrysostom.
11. **ἕως ἄν construction:** Xenophon (?) Demosthenes, Epictetus.

In this examination of the uses of the verb παραμένειν and its related noun and adjectives, παραμονή, παραμόνιμος, παράμονος, we have seen that the word was in common use in Greek from Homer to the second century A. D. We have seen it range in its uses to the notion of standing steadfast in battle to the concept of remaining under bond. None of the uses to which Greek writers put the word can properly be called technical, but rather, as we see new needs for the word, it fits into use.

Usage springs from use in a natural manner; Theognis and Pindar expanded the Homeric use to make application to abstractions and material possessions, and the natural philosophers found the word appropriate to natural phenomena. The writers of the fifth century found the word appropriate to remaining at a task, and also simply remaining in a neutral sense, and Euripides established

the use in a purely relational sense with the dative, on analogy to the dative uses of earlier writers. By the middle of the century, almost all the connotations of the word were known; relation with someone, presence in a place, duration of time.

As usage expanded into general literature, so too it did into more specialized fields. The most notable example is medicine, which, beginning with Thucydides' use of the word with the plague, adopted the word for use with all kinds of symptoms and diseases. It is important to note in this connection that, although medicine itself is a technical field, the use of the word was never itself technical, but that the word was used as it would naturally apply to anything — man, wind, or disease — remaining.

In this same way the word was used in legal circles. As it had acquired a wide area of meanings by the fifth century, Antiphon could easily use it of remaining for a trial, and this was the usage which Plato had at hand to speak of remaining under surety. It is important to note that here, as in the use with slaves and servants first found in Xenophon, the usage is itself not technical, but, as in the cases of usage in medical texts, a technical field used the word in its natural sense without making it a technical term.

Finally, as a last comment about the various meanings of the word, it may well be noted that the borderlines between meaning are often fuzzy, as for examples the difference between a 'pure' usage with the dative case, and a use with the dative and an abstract subject. It is natural that in usage a language will not adopt a word in defined categories, and the categories are only a later, arbitrary attempt to define areas of meaning, and have themselves no validity as prescriptions for usage. The categories we have imposed upon this word are purely descriptive, and have been established only to give us insight into the use of the word. They have been useful in so doing, and as we have investigated all the possible meanings of the word in ancient usage, it has become clear at this stage of our inquiry that in literary expression, whether poetic, historical, or oratorical, *παραμένειν* is not a technical word.

Chapter II

DOCUMENTARY USAGE

Inscriptions

Except for hundreds of manumissions from Delphi and elsewhere, very few inscriptions use forms of the verb *παραμένειν*. The earliest of these, GDI. 1568 B, is an oracle from Dodona, of the fourth or third century B. C.¹ The inscription is a short one:

¹ Side A of this inscription is republished as SIG 1166, and the group of inscriptions there published of which that is a part is dated IV/III B.C.

Θεός(ς). Τύχα(ν) ἀγαθάν. [Ἐρωτ]ῆι Πο(λ)έ[μα]ρ(χ)ο(ς) [τὸν]
 (Δ)ί[α τὸν Ν](ά)ο(ν καὶ) [τὰ]ν Δ(ιὼ)ν[αν' αἴ] τι ἀγαθὸν τᾶς γυ-
 ναικὸς ταύτας παραμύ[νι]μον ἐν. ἔχει καὶ....

The inscription is a difficult one and only so much is transcribed in the publication. It is clear enough to show the import; one Polemarchus has asked the oracle whether 'he has any lasting good of this woman'. The adjective παραμύνομος as it is used here parallels the literary usage of παραμένειν with abstracts; the 'good' here is more vague than specific, and like the use by Alexis, who, as we have seen² remarks that of ἀγαθῶν riches are least secure while others remain.

The word appears three times in proxeny decrees. The earliest of these, GDI 5104c, from Olus, dates from about 266 B. C.³ This decree, number 13 of the collection, makes a doctor a proxenus of the city for service in a plague: ἐ|πείσαμες ἀντὸν| ἀζιώσαντες πα|ραμεῖναι καὶ μὴ κα|ταλιπέν ἄμε ἐν| τῷ ἀναγκαιοτάτῳ[ι]| καιρῷ. The inscription goes on to say that the doctor was persuaded and served well with his skill. The usage of παραμεῖναι as a complementary infinitive has no connotations other than 'remaining in a place', and this is a neutral usage. So too is a decree of the Naxians in honor of dicasts from Cos, Michel 409, of the third century B. C., found at Cos. This decree (restored) also uses the word simply of remaining in a place: ὁ δῆμος [ὁ]| τῶν Κώϊων τοὺς δικαστὰς τοὺς μετὰ Βάκχωνος | [παρεκάλεσεν αὐτόθι παρα]μείναντας καὶ τὰ λο|[ιπὰ τὰ ἐπιτραπέντα αὐτοῖς] ἐξ[α]γάγοντας μέ|[χρ]ι τέλους συμπαραγίγνε[σθαι] Ναξ[ί]οις,, and this is again the neutral usage.

Finally, one other inscription which surely falls in the period under discussion, SIG 620, a proxeny decree from Tenos of the first half of the second century B. C., uses the word in just the same sense as the decree from Olus. This too is an honoring of a physician who stayed in the place and treated the sick: περιστάντων δὲ π[αθῶν (ἐν)]|δῆμων κατὰ κοινὸν τοὺς Νησιώτας, παραμεμένηκεν ἐπὶ [τῶν]| τόπων. We have again the neutral usage; apparently it was as difficult then to get a doctor to come and treat a patient as it is now.

In addition to these four inscriptions to which we can assign some date, there are two for which no date is given, and which may be relevant to our discussion. Both of these are epitaphs, and so are more literary than documentary in expression. One, IG Rom. I 317, from Rome, uses the word παραμένειν in a way that is most like the usage for natural phenomena, as it here is used for light. The epitaph is for one Olympia, and her husband speaks of their love:

Στοργή | γὰρ μεγάλη τῶν ἀμφοτέρων διέμεινεν,
 ὡς ἔπου φῶς | τὸ γλυκὺν παρέμεινε ἀκτεῖσι ἐπιλάμπ[ο]ν,
 ἦδὲν ἀπὸ | στόματος καὶ γλυκὺν ὡς μελίτιν.

² Page 231.

³ For the date, see BCH 24 (1900), p. 232.

In an epitaph from Larisa, IG IX 2, 656, Dionysia speaks of her dead husband Julianus, who ἐξ ἔτεσιν παρέμεινεν ἐμοί. Here the usage is most like that with the dative, although there are echoes of the Herodotean usage, the sons who 'remained' to Tellus.

We have seen the examples of the use of παραμένειν in inscriptions apart from manumissions. In the manumissions themselves, there is only one kind of usage. This is basically that with the dative; the slave is manumitted with the proviso that he remain δεῖνι. If not, he is to be back in his slave status. Most of the manumissions are expressed as sales to the god; there is a payment in sale, and if the slave does not remain with the seller according to the contract, the sale is to be invalid. Then, in other, rarer inscriptions, the freedman is released from the requirement to remain, παραμονή.

The manumissions will not be examined in detail here. That will be reserved for the discussion of legal institutions, when we will see what light the manumissions can throw upon the technical distinction between slave and free status. Here, we are concerned with linguistic usage, and it is sufficient to state that the use in manumissions is that with the dative, but, of course, with an implication of a legal requirement by the very nature of the documents.

However, that there is a legal requirement expressed by παραμένειν does not imply that usage is technical in these documents. Although the manumissions deal with legal matters, it is certainly possible that the usage of παραμένειν may only follow ordinary usage. This is in fact the case. We have seen in the preceding chapter how the word was expanded in usage from the original Homeric sense to include concepts of remaining under bail, and, with the dative, remaining in some relationship with another individual, and that these uses were both natural applications of the word, and non-technical in nature. We have also just seen that in the few (non-manumission) epigraphical uses, the word falls into the categories of uses known to literature: with abstracts, neutral, of natural phenomena, and with the dative. The usage in the manumissions is one of the usages long known in Greek, and the parallels in other inscriptions and the frequent appearance of this usage in literature argues that in the manumissions, as elsewhere, it is not technical. Παραμένειν with the dative to express the relation of remaining with someone is known to Greek before the manumissions, and the word appears in the manumissions because the concept is needed. Παραμένειν appears in the manumissions frequently because it is appropriate, not because it is technical.

It seems clear then, that παραμένειν was not a technical term when it began to be used by the manumissions, but was adopted because it expressed a concept known to Greek. It may be fair to suggest, however, that the frequent use of the word in the manumissions created a special use of the word, and that it became a technical term by such usage. The argument against this is twofold and conclusive: 1) the literary usage was completely unaffected by the use in the manu-

missions, and no new use, least of all one stemming from the manumissions, came into literature during or even after the period of the manumissions; 2) the papyri show no special use of the verb, but every documentary use there comes from a usage already well known from literature. This will be seen in the next section.

The usage of the noun *παραμονή* is quite different. There is no literary precedent for its use. When it appears in the manumissions, it is used of releasing someone who, in a manumission, was required to remain with someone. The formula is short: ἀπέλυσε δεῖνα τῆς παραμονῆς δεῖνα. The release is from an 'obligation to remain', and the noun in its use here must mean that 'obligation to remain', and the usage here must be described as technical for a number of reasons. 1) Clearly, the concept of ἡ παραμονή is not solely remaining, but of remaining under legal obligation, and so the word, used alone, carries a complex of meaning. 2) The only prior use of the noun, in the papyri, expressed this specific concept of 'obligation to remain'. 3) The word was never before used in the Greek homeland, and when first used there dealt with the legal relationship established by the manumissions. 4) It is used absolutely.

While any one of these characteristics of usage would not necessarily imply that the usage of the noun is technical, the aggregate forces the conclusion. It is important to note here that the discussion has been solely about the linguistic nature of the usage of the noun and verb. We have seen that verbal usage in the manumissions is non technical in nature, but came from standard usage in Greek, while from this non technical usage came the technical employment of the noun. This linguistic determination of the technical nature of the word has meaning for its use in law, but has no value for determining its legal significance. We know that there was a legal concept described by *παραμονή* but for what that concept actually was we will go in a subsequent chapter to the legal documents themselves.

We have seen that the inscriptions indicate a non technical usage of the verb *παραμένειν* and also show a new word, a noun, *παραμονή* which has a technical use. These characteristics of these words apply in other documents, as we shall now see.

P a p y r i

In what is possibly the earliest appearance of the word in Greek, P. Cair. Zen. 59421, a petition ascribed to the 'early years' of the Zenon Archive, we find *παραμονή* used of surety. Dionysios, suspected of wrongdoing, petitions Zenon to have Artemidoros take sureties of his remaining until Apollonios arrives: Ἀρ[τε]μιδώρωι | [συ]γ[ρ]α[φ]αῖ ἐγγύους λαβεῖν παρα[μονῆς ἕως] ἂν Ἀπολλώνιος παραγενῆται. This usage is that of Plato and others, speaking of sureties, and also follows the ἕως ἄν construction. The acceptance of sureties

will place an obligation to remain upon Dionysios, and so we have both a continuance of usage known in the literature, but, as a noun is used, we seem to have the same kind of usage known in the manumissions. This usage of the noun in matters of surety is common. It is found again in P. Hib. 41, of about 261 B. C. διεγ|γυήσας οὗ[ν] αὐτὸν παρα|μονῆς and is used in the legislation about sureties in P. Hal. 1, of about the middle of the century: ἐγγύους μὲν | παρ' αὐτοῦ λαμβανέτω ὁ πράκτωρ ἢ ὁ ὑπη|ρέτης παραμονῆς.⁴

We have seen that the ἕως ἄν construction was used in conjunction with a discussion of surety in P. Cair. Zen. 59421, and in a similar discussion in P. Rev. 55 (SB/Bh 1.) of crown agents remaining while an investigation of concealed oil is carried out: Ἐὰν δὲ παρακληθε[ῖ ὁ] παρὰ τοῦ οἴκον(όμ)ου ἢ τοῦ [ἀν]-τιγραφέως μ[ὴ ἀ]κολουθήσῃ | ἢ μ[ὴ] παραμείνῃ ἕως ἄν ἡ ζήτησις γένηται and P. Fouad III 24, a legal process of about 144 A. D., uses the verb in the same way, showing the continuance of the usage: τῶν δὲ ἀντιδί]κων μου Σαραπίωνος καὶ Νείλου μὴ | [παραγενομένων ἐκέλευσ]άς με χρογογραφῆσαι παραμείνῃ ἐπὶ | [ἡμερῶν λ ἕως ἄν ἐκεῖ]νοι παραγένωνται. We see then in comparing the sureties with the two legal documents just cited that the difference between the usage of the verb and that of the noun which we noted in the inscriptions is maintained in the papyri. The noun is used absolutely and is a technical term, while the verb follows literary usage in a non technical way.

The examples given to show this non technical usage are supported by other cases of the ἕως ἄν construction. In P. Ryl. 234, a letter of the second century A. D., a retainer writes to his master enquiring for orders: εἰ βού|λει παραμείναι με ἐνθάδε μετὰ τῶν | ἀνθρώπων ἕως ἄν ἡ ἀκουσθῶσι. The verb is used here simply of remaining in a place, in the ἕως ἄν construction, and in P. Prin. 27, 191/2 A. D., the same usage is found with ἄχρι ἄν where, in a declaration concerning the delivery of garments, quite fragmentary, the writer speaks of sailing to Alexandria, and goes on to write: τῶν κελε(υσθέντων) ἐν τῷδε τῷ νομ(ῶ) ἀπαρ [] | καὶ παραμεινεῖν ἄχρι ἄν [.] τε ἄ|ματι[

This usage is also found in wills. In the will of Dion, P. Petr. III 2, 238/7 B. C., we have the verb used with the dative and also with the ἕως ἄν construction: [ἀφίημι ἐλ]ευθέρους ἐὰμ μοι παραμείνω[σιν ἕ]ως ἄν ἐγὼ ὦι πισ[....]. This testamentary manumission takes the same linguistic form as the manumissions from Delphi⁵; that the verbal form remains non technical in nature can be seen by its use in a will of 126 B. C., in which the inheritance is conditional, but which does not involve a slave. This is P. Grenf. I 21, in which Dryton leaves a bequest to his wife Apollonia on the condition that she remain

⁴ See also this use in an undated letter, P. Cair. Zen. 59636; a royal decree of 237 B.C.; P. Mich. Zen. 70; a contract of surety of 227/6 B.C., SB 6277 (inner copy) SB 6301 (outer); official correspondence regarding a petition, of 175 B.C.; P. Teb. 895, 67.

⁵ The same usages are found in P. Petr. III 3, the will of Menippus, possibly of the same year.

in the house: καὶ Ἀπολλωνίαι τῆι καὶ Σεμμώνθει | [τῆι ἐ] μῆι γυ (ναικι) ἐτῶν δ, ἐὰν παραμείνη [τῶι] οἴκωι | ἀνέγκλητος οὔσα.

An interesting variant of the testamentary manumission is found in P.S.I. 1263, of the second century A. D. The same concepts of duration of time and use with the dative are found, except that, where in the Ptolemaic wills the condition of remaining is retroactive, that is, the slave (will be) released upon death of the testator if the slave remains with him while he lives, here the slave is released upon the condition that she remain with the daughter of the testator. [καὶ ἀ]φ' οὔ ἐὰν τελευτήσω παραμενεῖ ἡλευθερουμένη Στεφανοῦς τῆι προγεγραμμένῃ μου |[θυγατριδῆ] Σινθεῦτι ἐφ' ὅσον ζῆ. The legal implications of this will be discussed in a subsequent chapter. It is sufficient to note here that although the intentions of the various testators differ slightly, and the nature and anticipated duration of the service differs, the verbal usage is the same. This again, taken with the fact that there is full precedent for the usage in literature, implies that the verbal usage in wills and elsewhere is not technical.

There are other uses of the verb which follow literary usages. In P. Cair. Zen. 59133, of 256 B. C., in a neutral usage, brickmakers swear in a royal oath that: παραμενοῦμεν ἐν Φιλαδελφ[εῖαι τῆι ἐν τῶι] | Ἀρσινόῃτι νομῶι and in a fragmentary and unclear part of Cleon's correspondence, P. Petr. III 42 H 3, the expression παραμένειν διὰ τε τὴν γνώμην καὶ διὰ τὰ παρὰ Διογένει μῆ[appears to be a neutral usage⁶. The neutral use continues in the papyri in U.P.Z. 112, col. viii, 203/2 B. C., with the discussion of remaining for a period after a sale, καὶ ἀεὶ τῆι δεκά[τηι] | ἡμέραι παραμενοῦσι ἕως τῆς ἐσχάτης ὥρ[α]ς τῆς ἡμέρα[ς] and then into the Roman period in a papyrus of the time of Hadrian, a sale of an ass, P. Aberd. 55, where the participle, used as a substantive, appears to be essentially neutral: [ἐὰν] δέ τις τὸν ἕτερον ἀ[πο]βιά[σ]ηται, δῶς τῶ πα[ρα]μ[έ]νοντι δραχμὰς ἐ[πι]τ[ι]μ[ου]⁷ Again in B.G.U. 1097, first century A. D., the writer of a letter speaks of remaining, and again the use is neutral: οὐχο ὀλιγορῶ, ἀλλὰ εὐψυχοῦσ_χ πα[ρα]μ[έ]νω. In P. Oxy. 2182, 166 A.D., a strategus writes about the providing of donkeys for transport, and twice speaks of people remaining, once, of people who have a task imposed upon them οὐ τολμήσαν|τες ἀποστῆναι παρέμειναν and then about sending keepers: τὸν δὲ ἴσον τῶν ὄνων | ἄριθμον μετ' εὐγνωμόνων κτηνοτρόφων δυνα|μένων παραμείναι ἀποστεῖλαι, and this usage too is neutral. Finally, in P. Oxy. 1117, of about 178 A. D., a group of people which is required to return some money asks that others too be required to contribute, and that they themselves be allowed to pay in installments so that they do not become bankrupt: οὕτως καὶ ἡμῶς

⁶ In a letter from the Zenon Archive, P. Cair. Zen. 59093 (257 B.C.) a new reading to line 8, Berichtigungsliste II p. 125 to SB 6720, οὐκ ἔφη οὐν δύνασθαι οὐκέτι παραμείναι appears to be another neutral use. Cf. also O. Tait Bodl. 145, 227 or 185 B.C.

⁷ Corr. Schmidt in *Berichtigungsliste* III, p. 1.

δυναθῶμε[ν] ἐν τῇ ἰδίᾳ παραμένειν... The usage here seems to be primarily neutral, although the usage of remaining seems slightly metaphorical and recalls the Pindaric usage of remaining in an emotion.

We have already seen in this discussion of the uses of the verb that in testamentary manumissions the dative use is found along with the ἕως ἄν construction. We also have use with the dative alone. In P. Mich. Zen. 45, of 252/1 B.C., an unknown correspondent writes to Zenon about gardeners remaining at work: ὅπως ἄν συγγράψονται ἡμῖν | καὶ ἀσφαλῶς ἡμῖν παραμένοντες τὰ ἔργα συντελῶσιν. Also, in a lease of a slave of the second century A.D., P.S.I. 710, the person to whom the slave is leased is expressed in the dative: Πεκῦσις Τοτοῦως τοῦ Πεκῦσιος ἐπάνανκον [ὑποτίθε?|μαι [σὺν τῇ Ταπεκῦσι τῷ Διοσκόρω τ[ὸ]ν ἀφῆλικα[| οἰκογενῆν δοῦλον Τοτοῦν ἐκ δούλ[ης] Θατρῆτ[ος] παραμένοντα αὐτῷ ἐπὶ ἐ[ν]ιαυτὸν ἓνα? It is clear then from all this that the verbal use with the dative as found in the testamentary manumissions appears in other contexts, and it is therefore safe to state that this usage stems from the use with the dative which had a long history in literary usage. The best confirmation of this can be found in apprentice contracts, where the verb is found sometimes with the dative, and sometimes not, but always expressing the same concept, that of remaining with the teacher.

BGU 1125, an apprenticeship of a slave of 13 B.C., has the dative in the phrase with the verb, although the usage may not be exactly with the dative: ἀντιπαρέξω σο[ι] αὐτὸν παραμένοντα μετὰ τὸν χ[ρό]νον. In P. Oxy. 724 of 155 A.D., an apprenticeship to a shorthand writer, the boy παραμενεῖ δὲ σο[ι] μετὰ [τὸ]ν χ[ρό]νον ὅσας|ἐὰν ἀργήσῃ ἡμέρας ἢ μῆνας, and elsewhere, as in P. Fouad III 37, of 48 A.D., we find a participle without a person expressed in the dative: ὃν καὶ παράξῃμι παραμένοντα πρὸς [τῇ μ]αθήσει⁸.

We have seen a number of uses of the verb indicating that verbal usage is not technical. There are other cases of verbal usage, still non technical, but, either like the verbal usages in the manumissions, in conjunction with the technical noun, or found where other similar documents use the noun. Before examining these however we can conclude with one more example of the non technical use of the verb, in a receipt for rent, P. Mich. III 197 of 123 A.D.: διὰ τῆς μισθώσεως ἣν παραμέ|νειν κυρίαν ἐφ' οἷς περιέχει πᾶσ[ιν]. Here we have reference to a lease which 'remains in force', a usage related to the enduring qualities of products in literary usage.

Turning now to what may be termed 'intermixed' uses of verb and noun, we first may examine documents which deal with engagement of services. A number of documents deal with the performance of services; we have already

⁸ So too in P. Oxy. 725 of 183 A.D. In P. Oxy. 1647, late II cent A.D., the usage of the verb is with the dative. It is worth noting that many apprentice contracts, as, e.g., P. Oxy. 275 of 66 A.D., do not use the word at all.

seen a document more or less of this sort, P. Cair. Zen. 59133, a royal oath of 255 B.C., in which bricklayers swear to perform the services for which they have contracted. We find brickmaking again in a contract of 51 A.D., to work at brickmaking, Stud. XXII 35, in which the agreement is stated: παραμένοντα Τεσσονο]ύφι]ς πλινθεύοντος ungrammatically but clearly. We find the verb again in P. Mich. 355, a contract of service to a weaver of the first century A.D., in the penalty clause ἥς δὲ ἡμέρας {ἥς} ἐὰν μὴ παραμείνωι ἐκτίσω τῷ Ἴηρωνι ἀργυρίου δραχμὰς δύο⁹. The verb is used again in a contract for the conveyance of freight of the reign of Antoninus Pius, P. Lond. 301 (Vol. II p. 256): φροντίδα ποιήσασθαι τοῦ παραμείναι τοὺς ἐπιπλόους μέλχρι τῆς ἐν πόλει ζυγοστασίας¹⁰. The verbal uses in connection with contracts of service have the characteristics of all the verbal uses we have thus far seen, in that they have analogies with literary use; in the case of the service contracts, the use is most like the neutral use we have seen. We have on the other hand to deal with the substantive use, which, like uses of the noun which we have seen elsewhere, is absolute and has no parallels in literary style. We see this absolute use in a petition of 5 B.C. and also in an engagement of services of 8/9 A.D. The petition, B.G.U. 1139, a difficult document to understand because of frequent erasures and changes, deals with the letting out to service of the petitioners' daughter, and release therefrom; this is indicated by the appearance of παραμονὴν in line 5, by the reference to the daughter a number of times in the document, and particularly by lines 9 and 10: [ἴσασύτως τῆς τε παραμονῆς καὶ τῆς τροφείτιδος] κατὰ τὴν | γεγонуῖαν διὰ τοῦ καταλογείου περὶ τῆς ἀπολύσεως τῆς τε παραμονῆς.

The noun is used again in an engagement of services, P. Oxy. 731, 8/9 A.D.; the services are engaged for specific occasions on a yearly salary or a daily wage, plus ὀψώνιον with the following reference to the agreement: ἡ ὀμ[ομ]ο-λογία τῆς {α} παραμονῆς ἥδε κυρία ἔ[στω] ὡς κατακεχωρισ[μένη]. This is clearly an

⁹ This is a duplicate of P.S.I. 902. We must also note the use in a penalty clause in an abstract of a contract for service, B.G.U. 1258, 6 (II cent. B.C.). A series of abstracts of 140 A.D., P. Ross. Georg. II 19 (with a reedition of P. Preis. 31) is too fragmentary to give much information about usage, but the word appears in connection with abstracts of service contracts in lines 18, 30, 82, 131, 181 and 194.

¹⁰ In P. Fam. Teb. 24, a report of trial of about 124 A.D., there is a suggestion to read παραμονῆς for παρανομῆς in line 47. The matter under argument is the responsibility for the then bad state of papyrus rolls and for repair. Two sons of a former record keeper argue that they are not responsible, but the heirs of another former keeper, and they allege that Leonides δ[ί]χ[α] δὲ τῆς τοῦ πατρὸς ἀν' τ'(ὦν) |[παρα]νομῆς ἕτερα β[ε] [ι] βλ' λ' ἰα πα [ρε] λ' [η] φέ [ν] αι. The editor proposes παραμονῆς for παρανομῆς and translates the passage „but that he took over the rest of the rolls without assistance of their father”. The suggestion is attractive, but it may not be right; it is impossible to know of a certainty, but one suspects a suggestion which would introduce a usage unique in the papyri. It would certainly not be safe to build conclusions on the basis of this reading, and even if the suggestion is right, though it would indicate a non technical usage in the papyri, it comes too late into usage to affect our conclusions about the essentially technical nature of the noun.

absolute use of the noun, and the relationship between the terms *ὁμολογία* and *παραμονή* show that the noun can be used to denote a specific legal obligation.

To sum up thus far, we have seen that in the papyri the verbal usage follows literary usage, and is not technical, while the substantive usage has no parallel in literature, but is used in a technical sense with reference to sureties, and contractual service in an absolute sense to mean remaining under legal obligation. The relation between and the difference between the use of the verb and the noun can be seen very well in the one large group of uses yet to be examined, that of loans. There are many contracts of loan which use both the verb and the noun, and in registers of loan contracts we frequently find the noun used in connection with contracts.

The earliest appearance of the word in connection with loans is in B.G.U. 1153 II, of 14 B.C., a repayment of a loan of 16 B.C.¹¹. The lender, one Arsinoe, acknowledges repayment of the loan, and the document states that the original loan with its provision for *παραμονή* of the lender's son is invalid: [καὶ εἶ]ναι ἄκυρο(ν) τὴν τοῦ δανείο(υ) συνχώρη(σιν) σὺν τῇ διὰ τῆ(ς) | αὐτῆ(ς) / [συγχ(ωρήσεως)] *σημαινομ(ένῃ) παραμο(νῆ) τοῦ υἱο(ῦ) αὐτῆ(ς)*^{11a}. In this repayment the noun is used, and we see that the legal obligation established by the original loan is described by the single word which covers the whole situation, a technical usage. An actual contract of loan, which states that the borrower will remain with the lender in place of interest, B.G.U. 1126 of 8 B.C., uses the verb with the dative, *παραμενεῖν τῇ Ταφεισιῆτι*¹², while a roughly contemporary loan, P. S. I. 1120 of the first centuries B.C. — A.D., uses both verb and noun: *παραμείναντος δὲ τοῦ Ἡρακλείου τὸν ἐνιαύσιον χρόνον | καὶ μετὰ τοῦτον ἀναλύων ἀπολεύσθω τῶν τοῦ ἀργ(υρίου) εἰκοσι | τεσσάρων καὶ πάντων τῶν κατὰ τὴν παραμονὴν ταύτην. κυρία ἢ παρ.* The variation between the non technical use of the verb and the technical use of the noun can be seen here, but it appears even more clearly in a loan of the reign of Trajan, P. Oxford 10. In line 15 the lender agrees *ἀντὶ τῶν τόκων παραμενεῖν* in a neutral usage of the verb while | he uses the noun in line 37 to refer to the conditions of the loan: *ἐπὶ τῇ παραμονῇ*. That the noun is used in a technical manner is confirmed by the appearance of the noun again on the verso, where the whole contract is referred to as: *Παραμονὴ Ἀρείου τοκ.γ.γ τῇ γυ(ναικί) (δραχμ.) κ.* This alternation can be seen even in abstracts of these

¹¹ It is possible that the word was used earlier in connection with loans. B.G.U. 1258, of ii B.C., which we have already seen in connection with an abstract of a service contract, also contains a contract characterised as *ανη() παρα(μονή)*. Line 18 reads: *Κόρακι ἐφ' ὧ ἐκδώσει τὸν ἑαυτοῦ πρεσβυτέρον υἱὸν Περ...[.....παρα]μέ[νον]-τα αὐτῷ λειτουργῶντα*. The document is very fragmentary here, but the document may be an abstract of a loan.

^{11a} A similar formula appears in B.G.U. 1154, 10 B.C., a repayment of a loan of 17 B.C., and this document also has the provision that on one *ἐπελεύσεσθαι περὶ τῶν | κατὰ τὴν παραμονὴν*.

¹² So too, P. Tebt. 384 of 10 A.D.: *π[αραμέ] | νοντα αὐτῷ*.

loans, as P. Mich. 241 of 16 A.D. Here Patunis and his son Aunes receive a loan of 40 drachmas, and in return for this and a monthly salary of 10 drachmas for Aunes, Patunis agrees παρέξεσθ[α]ι τὸν Αὐνήν | ἑατὸν παραμένοντα τῷ Πάτρωνι in a use with the dative. Then, in line 35 there is a neutral use ἐὰν μὴ παρειμείν(η) perhaps implying the dative, and then finally a use of the noun in the provisions for release from the contract, καὶ μετὰ τὸν χρόνον ἀπολυθήσονται οἱ ὁμολογοῦντες) τ[ῆς] προκ(ειμένης) παραμονῆς. where the usage of the noun for the whole contractual provision of remaining is a technical usage¹³.

The confirmation of the technical use of the noun appears in the usage in the Grapheion registers of the *Michigan Papyri*. These registers, with entries dating from 42 A.D. to 49 A.D. have single-line entries of contract registrations, and some of these record contracts with which the term παραμονή is used. The entries are all basically alike, e.g., P. Mich. 121 verso II 17: ὄμο(λογία) Φάσιτο(ς) πρὸ(ς) Ἀρω(τήν) παραμο(νής) (δραχμῶν) ρ¹⁴. We can see from these Grapheion entries that these loans were regularly called agreements of παραμονή and that the noun was indeed technical.

It is thus clear that the simple absolute use of the noun which we have seen frequently used to refer to this kind of contract in other documents represented in language a legal concept which was set up in the contracts in more complicated language. That is, in the contracts the verbal use was common, used in ways long known in literature, and used in such constructions as might be peculiarly appropriate to the intent of the contracting parties. This usage of the verb was not technical in nature, but it did establish a legal obligation to remain, and the word used to denote this obligation, and in fact, even used to describe the kind of contract, was the technical word, the noun παραμονή.

It is clear from the foregoing discussion of the usage of verb and noun¹⁵ in

¹³ The difference in use between verb and noun is maintained wherever each may appear in other loan contracts. The verb is used with the dative in P. Flor. 44 of 158 A.D. and neutrally in P. Aberd. 56. In abstracts, we find the noun used, technically in P. Mich. 121 Recto IV viii of 42 A.D.; again in a series of very fragmentary abstracts already mentioned, P. Röss. Georg. II, 18 (with a reedition of P. Preis. 31) of 140 A.D. we find the noun used with reference to loans in line 152, 272, 274 and 348. It is also used in a petition of about 30 A.D., P. Ryl. 128, in reference to a loan.

¹⁴ The other entries are: P. Mich. 121 verso IV 14; V 13, 21; VI 3; VII 21; IX 7, 8, 18; XI 3; XII 15; P. Mich. 123 recto II 5; III 11, 18; VI 7, 41; VII 3; X 32; XI 25, 26; XII 37, 41, 47; XIII 12; XIV 7; XIX 17; XXII 11; P. Mich. 124 recto I 15; II 17 (cf. *Berichtungsliste* III p. 108) II 20; verso I 27; P. Mich. 125, 15; P. Mich. 128 III 19; P. Mich. 237. 4, 6, 13, 17; P. Mich. 238. 21, 56, 69, 104, 167, 168, 207, 208, 212, 213; P. Mich. 240. 39, 58.

¹⁵ Three examples, as fragmentary, have not been discussed: part of the verb is restored doubtfully in B.G.B. 889, the infinitive appears in a fragmentary letter, P. Oxy. 1586, and both noun and verb are restored in P. Oxy. 106, a fragment of a report of legal procedure.

the papyri that the nature of usage was similar in papyrus documents and in inscriptions in stone. We observed that in inscriptions which were not manumissions, the verb was used in the same ways that Greek usage had established in literature, and that even in the manumissions, the verb was not used in any original way, but conformed to previous usage. So too in the papyri the verb follows literary usage and never takes on a technical meaning, but there does appear a technical use of the noun very early in the papyri, and there is a differentiation between the non technical verb and the technical noun, with the noun referring to a legal obligation to remain, under surety, under contracts for services, or contracts of loan. This technical noun also appears in the manumissions, but, just as in the papyri, there is a distinction between usage of noun and verb.

Chapter III

PHILOLOGICAL CONCLUSIONS

The examination of Greek usage of the verb *παρὰμένειν* and its related noun and adjectives has shown that the noun did not appear in literary texts until the first century A.D., and there but very few times, while the verb and other parts of speech were non technical in nature, and that in documents, the noun did appear in a technical usage, while the verb] remained non technical.

We saw a number of categories in literary usage, and that although a few of the categories had very limited representation, most had examples from the fifth century B.C. to the second century A.D.¹ It was also clear from the discussion of the non technical use of the verb in documents that usage conformed to the categories already known from literature, and that of those categories those most fully represented were the usage with the dative and the neutral use. The study of usage in the documents also showed a technical usage, that of the noun, to apply to situations in which a legal obligation to remain might exist, and we saw this in the papyri applied to remaining under surety, under contracts of service, and in connection with certain loan contracts while in the manumissions it applied to the obligation of a freedman to remain with his former master. This technical use, or indeed any use of the noun, is not attested before the period of the papyri, that is to say, before the third century B.C.

The actual legal situation in which the word was used will be taken up in the next section, and we can there determine the nature in all of the various situations with which the verb and noun deal. The linguistic evidence can, however, produce some general observations which pertain to subsequent

¹ For these categories, see above, p. 243.

study. In the first place, it can be stated with some certainty that the evidence of substantive usage indicates a development in law. That no need was felt for a technical term *παραμονή* before the period of the papyri, that the noun was first used in the papyri and manumissions, and that the noun always carried its technical meaning while the verb never acquired one, all indicate that the legal situation envisioned was a new one. That is, the legal obligation imposed by the terms of the contract of surety or the manumission, requiring a person to remain, had never before been viewed as a particular legal obligation with unique and special characteristics. Prior to this the obligation might have existed under surety, but this was not peculiar. The man was expected to remain anyway; the bond gave him a good reason to do so. In any case, there was no special contractual relationship between people involved. The uses with the dative or with a commander in war were more or less voluntary; at least there was no specific legal arrangement for remaining. Even the usage with regard to slaves and servants did not envisage a legal contractual relationship, but rather were expressive of the general concept of the desirability of these people staying where they should. Last, the other uses, as those with abstractions, material possessions, and symptoms and diseases certainly had no legal implications.

Thus we may conclude that prior to the third century B.C., there was no particular legal concept imposing an obligation upon a person to remain with another, that is, a situation which could be understood and defined separately from general desirability or obligation which existed anyway. This concept of a legal obligation to remain with someone rose in the third century. B.C. and was applied to situations arising from different circumstances; it was applied to obligation arising from contracts of surety, from testamentary manumissions as well as the manumissions already seen, and also to the obligation arising from contracts for services and apprentice contracts, and from special contracts of loan.

In this discussion we have avoided the question of the nature of this obligation, except in the most general terms, nor have we examined its application to individual circumstances. The interest of the philological evidence has been rather to show that we have a specific legal concept to examine than to throw light on the nature of that concept. The examination of usage has also been valuable in making it possible for us to establish precisely the scope of meaning of this term which we can now study more safely in its legal role. With the evidence in, we see that the verbal usage found so often in documents has not to be considered technical, and we may therefore analyze our documents with the verb only in light of what they say, without the advance prejudice that the presence of this verb requires us to assume that we are dealing with our technical legal obligation. We can, on the other hand, safely assume that obligation when the noun is present.

CHAPTER IV

LEGAL IMPLICATIONS OF THE MANUMISSIONS FROM DELPHI

In a discussion of the epigraphical evidence for manumission, it is possible to include in the discussion all evidence pertaining to ancient slavery, thus using the manumissions as a touch stone in a general study, or one may on the other hand examine only one or two aspects of the manumissions in a very limited study, not really considering ancient slavery at all. We shall here follow a middle ground. Since our main interest is the legal obligation of the freedman to remain with his former master, we must examine that obligation in detail, and will try to derive from the manumissions as much information as possible about the specific requirements of the obligation and the precise limits on the former slave's activity. Then, in order to understand the meaning of this obligation to the freedman, we must determine whether his newly gained freedom is in fact reduced by the obligation, or whether he is a free man even though subject to the requirements set forth in his manumission. The determination of this latter point may rest upon a neat determination of the legal rights of the freedman in contrast to the situation in which the slave was set by law and custom.

We shall not, however, in this discussion, make any attempt to determine the respective role which slave and freedmen played in the society or economy, nor shall we enquire about their value, price, or their numbers. These are important matters, but they lie beyond the scope of this study. Neither shall we examine ancient views of slavery, except insofar as these views may bear upon the law of slavery and manumission. Finally, in the study of the manumissions, we will not consider the practice of manumission generally, to discover reasons for the practice or the significance of manumission in the structure of slavery, but will try to learn from the manumissions just what the difference was between the slave and the freedman. We shall limit the study, in sum, to law.

It is important to note that the manumissions come later in time than the earliest documentary uses in the papyri. We examine the manumissions first, however, since it will be easier to understand the *paramone* in its application to a single institution before turning to papyrological uses in widely differing legal contexts. By far the largest number of manumissions preserved comes from Delphi, inscribed as sales to the god on the walls of various structures. Hundreds of these manumissions contain provisions for the freedman remaining with his former master, and a number of shorter inscriptions record the release of the freedman from the obligation. A typical pair is made up of:

Delph. 3 (3) 300 and 302 of the beginning of the first century B.C. The manumission,

Delph. 3 (3) 300, reads:

[Ἄρ]χοντος Δάμωνος τοῦ Πολεμάρχου, μηνὸς Θεοξενίου, βουλευόντων Ξεναγόρα
(τ)οῦ Ἄβρομάχου,

[ἀ]πέδοτο Στέφανος Δαμοκράτεος καὶ Εὐκλεα Διονυσίου τῷ Ἀπόλλωνι τῷ
 Πυθίῳ κοράσιον οικογε-
 [ν]ές, ἃ ὄνομα Φιλτάτη, τειμᾶς ἀργυρίου μνα̅(ν) τεσσάρων, καὶ τὰν τειμᾶν
 ἀπέχ(ο)μεν πᾶσαν. Βεβαι-
 ωτήρ κατὰ τοὺς νόμους τᾶς πόλιος Θεόξενος Φιλαϊτώλου. Παραμεινάτω δὲ
 Φιλτάτη Εὐκλ-
 5 ἐκ τὸν τᾶς ζ(ω)ᾶς χρόνον, πᾶν ποιούσα τὸ ἐπιτασόμενον ἀνεκλήτως. Εἰ δὲ μὴ
 ποιόει, ἐ-
 ζουσίαν ἐχέτω ἐμειμιέουσι Εὐκλεα τρόπῳ ᾧ κα θέλη. Εἰ δὲ τις ἀνθρώπινον
 γένηται περὶ Ε[ϋ]-
 κλεαν, ἀπολελύστω Φιλτάτη τᾶς παραμονᾶς, καὶ μηδενὶ μηδὲν ποθηκέτω. Εἰ
 δέ τις ἐφάπτ[οι]-
 το Φιλτάτης ἐπὶ καταδουλισμῶ, βέβαιον παρεχέτω τῷ θεῷ τὰν ὄνων οἱ τε
 ἀποδόμενοι καὶ ὁ
 [β]εβαιωτήρ. κύριος δὲ ἔστω καὶ ὁ παρατυχὼν συλέων ἐλαυθέραν, ἀζάμιος ᾧν
 καὶ ἀνυπόδικ(ο)ς π[ἀ]-
 10 σας δίκας καὶ ζαμίας. Μάρτυρες οἱ τε ἱερεῖς τοῦ Ἀπόλλωνος Διδώδωρος Φιλονίκου,
 Πολέμαρχος
 Δάμωνος, καὶ ὅσοι Μεγάρτας Εὐανγέλου, Βαβύλος Λαιάδα, Εὐκλείδας Αἰα-
 κίδα, Νικίας Φιλονεῖκου.

The release from the obligation, Delph. 3 (3) 302, reads:

Ἄρχοντος Δάμωνος τοῦ Πολεμάρχου τὸ δεύτερον, μηνὸς Ἰλαίου,
 βουλευόντων Λαμέν(ου)ς τοῦ Εὐκράτους, Φίλωνος τοῦ Κλεάνδρου, ἀπέ(λ)υσε
 Εὐκλεα Διονυσίου Φιλτάτην τᾶς παραμονᾶς, [ἐ]φ' ᾧτε ἐλευθέραν εἶμεν καὶ μη-
 δενὶ ποθήγουσαν μη(δ)ὲν κατὰ μηδένα τρόπον, ποιούσα ὅ κα θέλη καὶ ἀποτρέχουσα
 5 ἔ κα θέλη. Μάρτυρες οἱ τε ἱερεῖς τοῦ Ἀπόλλωνος Διδώδωρος Φιλονίκου,
 Διονύσι[ο]ς Ἀστοξένου,
 Δάμων Πολεμάρχου, καὶ ὅσοι Κέων Νικία, Νικίας Φιλονεῖκου.

From these two documents we can see generally what the nature of this manumission is. Stephanos and Euklea sell to Apollo, in effect free, the slave Philtate, for a price of four mnas. Presumably the four mnas is actually the ransom price of the slave. A warrantor, Theoxenos, exists. There is an additional provision, that Philtate is to remain with Euklea while Euklea lives, doing whatever is commanded her, but if she does not do so, Euklea may punish her as she may choose. If Euklea dies, Philtate is released from the obligation, and none may proceed against her, but if anyone proceeds against her to enslave her, the warrantor and the sellers are to furnish the price to the god.

The second document, the release from obligation, provides simply that Euklea has released Philtate from the παραμονή to be free, no one to proceed against her in any way, and she is to do what she wishes and go where she wishes.

This manumission document is what we may call a 'short form' manumission, and we will see that many others are much longer and go into greater detail about the rights of the freed slave. Since the manumission is so short, we have very little information from it, and it permits us to raise a number of questions about the process of manumission. By examining other documents in the light of these questions, we may be able to delineate precisely what the manumission alone, on the one hand, implies, and what the subsequent release, on the other, indicates.

The manumission mentions price, which we suggested is in fact the emancipation price of the slave. We should be most interested to know whether that sum comes from the slave or not. Second, the release states that no one may attack the slave to enslave her again. Does she have any protection during the period of obligation, or may the manumission be declared invalid at will? Further, the release states that she may do as she wishes and go where she wishes, while the manumission states that while under obligation, she must remain and do as she is told. The question is raised then, whether these clauses have validity during the period of obligation. Out of this comes the third, and last point. Neither manumission nor release mentions anything about the property of the slave, nor touches upon her family. Are these matters affected at all by manumission, obligation, and release? These three questions bear most vitally upon the legal significance of the manumission, the obligation to remain, and the subsequent release, and if we can answer them, we will understand better the nature of these documents.

P a y m e n t f o r M a n u m i s s i o n a n d R e l e a s e

Let us first take up the matter of the 'sale' price of the slave, and its payment. The majority of the documents state that the slave entrusts the sale to the god; the typical formula is: καθὼς ἐπίστευσε ὁ δεῖνα τῷ Ἀπόλλωνι τὸν ὄνάν. When all the evidence is examined, it becomes clear that although this formula is used, the money used for the sale-manumission comes from the slave, except in a rare case in which someone else is named¹. One can see this implied in a manumission of 193 B.C., G.D.I. 2126, a manumission of four slaves, of whom three, Syra, Parthena, and Paramona are to remain with the manumittor while he lives. The fourth is to go free without obligation to remain; the manumission reads: Ἐλευθερὶς δὲ ἐλευθέρα ἔστω καὶ ἀνέφαπτος τὸν πάντα βίον, καθὼς ἐπίστευσε τῷ || Ἀπόλλωνι τὸν ὄνάν, κυριεύουσα αὐτοσαυτᾶς καὶ ποιέουσα ὅ κα θέλῃ καὶ ἀποτρέ|χουσα οἷς κα θέλῃ. What is particularly interesting is the continuation. The manumission states further that if the manumittor dies τοῦ θεοῦ ἔστων Σύρα, Παρθένα, Παραμόνα, | ἐλεύθεραι οὔσαι καὶ ἀνέφαπτοι

¹ This is hardly a new conclusion, although the evidence has not really been presented. Cf. *Inscr. Jur. Gr.* II 256 „le sclave se rachète lui-même”.

τὸμ πάντα βίον, ποιέουσαι ὃ κα θέλωνται καὶ ἀποπορεύεσθαι οἷς κα θέλωντι, καθὼς ἐπίστευσαν τῶι Ἀπόλλωνι τὰν ὀνάν Σύρα, Παρθένα, | Παραμόνα.

The document uses the singular of the verb πιστεύειν in the discussion of Eleutheris, and the plural, naming them specifically, for the other three. This division of the terms, to apply in each case individually to each of the two sales, makes it quite clear that each case of 'entrusting' had its own terms. The only strong reason for separating the two would be that in the payment for manumission, Eleutheris had obtained better terms, and that the separation of her 'entrusting' was a protection to her. This at least implies that she provided the price, and in any case shows that the 'entrusting' had a real meaning.

Careful use of this term can be seen again in G.D.I. 1723, 170 — 157/6 B.C. Here the slave, Phaineas, manumitted by Niko son of Athanion, has an obligation to remain with one Apollodoros after his 'sale' for five mnas. The reason for the obligation to remain with Apollodoros is made explicit: καθὼς διεπίστευσαν Φαινέας καὶ Ἀπολλόδωρος ὁ Σωπάτρου τῶι θεῶι τὰν ὀνάν, ὥστε παραμεῖναι | Φαινέαν παρὰ Ἀπολλόδωρον, ἕως κα ζῆ Ἀπολλόδωρος, | καὶ γηροτροφῆσαι Φαινέαν Ἀπολλόδωρον τὸν Σωπάτρου, | ἐπεὶ ἔδωκε Ἀπολλόδωρος ὑπὲρ Φαινέαν Νικοῦ τὰς πέντε | μνᾶς. Apollodoros actually made the payment, and it is for this reason that he is included with Phaineas as the subject of διεπίστευσαν. The term has real reference to the payor.

We have seen that in the early documents, the term πιστεύειν has significance in the identification of the payor. It would be reasonable to assume that where the term appears with the name of the slave as subject, the slave makes the payment, and thus following out the argument, assume that since in most cases the slave is the subject, that in most cases the slave makes the payment. However, we need not accept this as an assumption, since we can determine this from good evidence.

A number of the manumissions have provisions for release from obligation upon the death of the manumittor. G.D.I. 2084 of 185/4 B.C. is a manumission of Dorema by Nikon, in the form of a dedication rather than a sale, and provides that Dorema is to have the obligation of remaining with Nikon for eight years. If Nikon should die before the expiration of eight years, Dorema is to pay to Nikon's daughter a half-mna for each unexpired year, οἰκέουσιν ἕξω καὶ κυριέουσιν αὐτοσαυτᾶς. The document further states that Nikon has given, ἔδωκε the sale to the god. It is clear from this that although Nikon pays the sale price (or rather, manumits free) the slave is to provide the funds for early release if death interrupts the contract.

Similar to this is G.D.I. 1717, 160/59 (?) B.C., a manumission with obligation to remain for life. Kallistratos and Thaumion sell Aphrodisia for three mnas, and Aphrodisia entrusts the sale to the god. There is additional provision for the release from obligation upon the death of the manumittors: εἰ δὲ τί κα πάθων[τ]ι Καλλίστρατος|καὶ Θαύμιον, ἀποδότω Ἀφροδ[ι]σία Εὐκλεῖ ἀργυρίου μνᾶν κ[αὶ]

ἐλε[υ]θήρα ἔστω, and then, lines 6—7, provision that Aphrodisia may be released from the obligation to remain before the manumittors die if she provides an equivalent substitute: εἰ δὲ πρότερον θέλοι Ἀφροδισία ἀπολύεσθαι ἀπὸ Καλλιστράτου | καὶ Θα[υμί]ου ζώντων, ἀντιπρι[άσ]θω Ἀφροδισία Καλλιστράτω[ι κ]αὶ Θαυμίω σῶμα γυν[α]ικεῖον τὰν αὐτὰν ἀλικίαν | ἔξον. There are, then, two alternatives for payment by the slave in addition to the original sale price. She may buy another slave in substitution, and be acquitted of obligation, or upon the deaths of the manumittors she may be acquitted of her obligation to remain by paying one mna to their son.

There are parallels for both these alternatives. Regarding the extra payment upon death, a number simply make provision for the additional payment, as G.D.I. 1749, 168/7 B.C.: ποταποτεισά[τ]ω δὲ τὸ ἐπίλοιπον τᾶς τιμᾶς ἀργυρίου τρία ἡμιμναῖα, Θηβαγόρα ἡμιμναῖον, Δωροθέω ἡμιμναῖον, Ἀρχίαι ἡμιμναῖον. | ἀποτεισάτω δὲ τοῦτο τὸ ἀργύριον ἐν ἐνιαυτῶι, ἀφ' οὗ κα τὸ πάθος γέν[η]ται περὶ Ἀρχέλαον. Provisions of this type are found down to the latter part of the first century B.C.² Some manumissions, however, providing for extra payment upon death of the manumittor, deal with more complicated circumstances. Delph. 3 (6) 51, 63/2 — 51/0 B.C., is a manumission of eight slaves, two of whom have no obligation, but six of which must remain with the manumittor and his mother. When the manumittor or his mother dies, five of the six remain with the manumittor's sister, while one is released. Further, if the sister dies before the mother, they are released from obligation upon payment of 3 mnas each to the sister's heirs. Finally, there is an option on the death of the mother; three may choose release from the obligation to the sister upon payment of 3 mnas, and one may do so for 2 mnas³.

We have seen that there are provisions for payment of an extra sum upon the death of the manumittor, and we now turn to the parallels for the alternative of early release which is found in G.D.I. 1717. The concept of payment for release from obligation can be seen in G.D.I. 1867, 177/6 B.C. This is a 'sale' for three mnas, of a female slave, Sosicha, who has an obligation to remain for 6 years. The formulae are a bit different from other manumissions: τιμᾶς ἀργυρίου μνᾶν τριῶν, ὥστε παραμεῖναι ἔτη ἕξ φέρου|σαν τοῦ ἐνιαυτοῦ ἐκάστου

² G.D.I. 2186 (153/2 144/3), sale for 3 mnas, extra payment of 1 mna; Delph. 3 (3) 387 (late I B.C.) sale for 2 mnas, extra payment of 5 mnas; B.C.H. 88, 1964, p. 390 63/2—51/0, sale for 5 mnas, extra payment of 5 mnas; see below, p. 266, n. 13^a Delph. 3 (3) 311 (30/29? B.C.) sale of 3 slaves for 9 mnas, extra payment of 3 mnas.

³ Less complicated, but illustrating the choice available to freedmen when there are two manumittors: Delph. 3 (3) 310, late I B.C. deals with dispute between manumittors, or the death of one: εἰ δὲ τις χωρισμὸς αὐτοῖς γένοιτο, παραμεινά[τ]ω Σωτηρίχα Σωσικράτει· εἰ δὲ συμφωνήοισαν, ἔστω ἅ παραμονὰ τοῖς ἀμφοτέροις. εἰ δὲ τι γένοιτο ἀνθρώπινον περὶ Σωσικράτη καὶ ἐπιβάλλοι τις χεῖρες Σωτηρίχα, ἐχέτω ἐ(ξ)ουσίαν Σωτηρίχα, | [δ]οῦσα τῶν τροφῶν τὸ ἡμισον ἢ [τ]ρία ἡμιμνηᾶ ἐλευθέραν εἶμ[εν] Delph. 3 (6) 108, ca 47—66 A.D. permits the freedmen to obtain release upon the death of either of two manumittors, by paying 300 denarii.

ἡμιμναῖον. εἰ δὲ τί κα πάθη Δαμοκράτεια, φερέτω Εωσίχα τὸ ἡμιμναῖον Καλλεῖδα Γοργίππου | ἡ ᾧ κα Δαμοκράτεια παρατάξη. ἄρξει δὲ τοῦ χρόνου μὴν ὁ Ἄπελλαῖς ὁ ἐπὶ Ξενοχάρους. εἰ δὲ κα διεξελθῶντι τὰ ἕξ ἔτη, || ἐλευθέρα ἔστω Σωσίχα τὸν πάντα βίον κυριεύουσα αὐσαυτᾶς, καθὼς ἐπίστευσε Σωσίχα τῶι θεῶι τὰν ὄνάν. | βεβαιωτ(ῆ)ρ. Ξενόστρατος, εἴ κα κατενέγκη τὸ ἀργύριον. Presumably the 'sale' will not be consummated until the payment is made, and the manumission really represents the agreement that upon receipt of the full 3 mnas, the slave will be free. She is to make that payment over six years, half a mna per year; the manumission assures the owner of service for six years and his price, and secures for the slave the protection for payment. The document does not represent any additional payment as the term is used in documents providing for such a payment upon the death of the manumittor, nor the additional payment for early release in the documents to be discussed next. It does, however, illustrate the concept of the person under obligation to remain securing money towards a release terminated before the death of the manumittor.

We do find the concept of the freedman paying off his obligation to remain if he wants early release from that obligation in G.D.I. 1811, 171/0 B.C. In this manumission one Praxon 'sells' Eunous for three mnas, and Eunous is to remain with Praxon for ten years. The inscription contains the following provisions for early release: εἰ δὲ κα μὴ θέλη παραμένειν, καταφερέτω Π[ρ]άξωνι τοῦ ἐνιαυτοῦ || [ἐ]κάστου οὔ κα μὴ παραμένη ἀργυρίου [σ]τατῆρας τριάκοντα καὶ εἴ κα [παρ]αμ[εῖν]η ἢ κατ[ε]νέγκη |[τ]ὸ ἀργύριον τὸ γεγραμμένον οὔ κα μὴ παραμείν[η] χρόνου, ἐλεύθερος [ἔ]στω κα|ὶ ἀνεφαπτος | ἀπὸ πάντων. εἰ δὲ κα μὴ παραμείνη ἢ μὴ καταβάλη τὸ ἀργύριον οὔ κα [μὴ] | παραμεί[νη] χρόνου, ἄκυρος ἔστω ἅ ὄνά.

Just as G.D.I. 1811 provided for early release from an obligation which was originally limited to ten years, other manumissions deal with early release from obligation which otherwise would exist for the life of the manumittor⁴. Typical of these is Delph. 3 (2) 243, ca. 124 B.C.: a manumission of a female slave, Dioclea, for 3 mnas which the manumittor acknowledges he has received, contains among other provisions one for early release from the obligation to remain: [Εἰ] δὲ μὴ θ[έ]λοι Διόκλ[ε]α (μένειν) πα[ρ]ὰ Ἀριστίωνα, ἀλλὰ θέλοι προπελθεῖν ἀπὸ Ἀρι|[στ]ίωνος, ζῶν[τ]ος Ἀριστίων[ος], ποταποδότω Διό[κλ]εια

⁴ Another manumission provides for early release from an obligation with a term of two years. Delph. 3 (3) 208, 163/2(?) provides that the freedman is pay the manumittor 2 mnas if he does not remain the prescribed time, and adds an additional clause, that if the freedman is sick or is away any days during the period, he is to repay the days. The freedman also may be required to pay off a loan taken out by the manumittor, and be released from obligation upon full payment, as in G.D.I. 1754, 161/0(?) B.C. Delph. 3 (6) 15, 20-75 A.D. also requires payment of a loan by the slave, but there is no mention of early release. Delph. 3 (6) 79, 101/0-60/59, very fragmentary, may reflect the same of a similar situation. As the examples and discussion of ἔρνοι payments in the manumissions in *Inscr. Jur. Gr. II*, p. 262 f. show, most cases of payment of loans by the freedmen do not clearly state an obligation to remain.

Ἄριστίωνι ἀρ[γυρί]ου μνᾶς τρ(ε)ῖς. The clause provides that the freedman, if he wishes, may leave the manumittor early, while the manumittor is still alive, upon the payment of a certain sum. This is essentially the import of early release clauses elsewhere in the manumissions⁵. That these payments are indeed extra is implied by the manumissions. In most cases the manumittor agrees that he has received the original sale price, and in some manumissions, the release price differs from the sale price. Furthermore, the phrase in Delph. 3 (3) 313, early I A.D. indicates that another, and real, price is involved. In the provision for early release, the price indicated is ὁ κα διαπείση παραχρῆμα.. This indicates that at the time one of the freedmen wishes release from obligation, the price shall be that arrived at in that circumstance. If the price were not real, representing a genuine payment separate from the original price for manumission, this phrase would hardly appear in a document.

Another group of documents dealing with release from obligation are those which require that the freedman give a child to the manumittor or to someone designated by the manumittor. In some cases of these there is also involved the possibility of early release. In Delph. 3 (3) 332, 40 B.C. — 18 A.D., a freedman is to remain with the manumittor and his wife, for a period not stated, presumably their lives. It is further stated that she is to give to one Stacte, (their daughter?) 2 mnas or a one year old child. Since the manumission does omit the period of the obligation, and since early release is taken care of by a following clause, which provides for early release upon the payment of 3 mnas, we can only assume that the gift of the 2 mnas or the one year old child is to be made upon the deaths of the manumittors and final release of the freedman⁶.

Later manumissions are more explicit on this point. In Delph. 3 (6) 38, 20 — 45 A.D. Euporia manumits two slaves, Epaphro and Epiphanea. There are no provisions for early release, and the obligations last for Euporia's life. There are also certain requirements to be met before final release: Epaphro is to give

⁵ Delph. 3 (3) 369, 93/2-81/0 B.C., the freedman is to give the price stated in the sale. The following are sales for 3 mnas, with release for 3 mnas: Delph. 3 (3) 174, 101/0-60/59 B.C.; Delph. 3 (3) 355, 84/3 — 60/59 B.C.; Delph. 3 (3) 174 and 332, both 40 B.C.-18 A.D.; Delph. 3 (3) 364, 84/3-60/59 B.C., permits the freedman to pay τροφεία, of 3 mnas if he wishes release, but this is conditional on satisfaction of manumittor; Delph. 3 (6) 51, 63/2-51/0 B.C., already discussed in part, deals with a more complex early release. Eight slaves are manumitted at a total of 30 mnas. After a number of provisions, it is stated that three may take early release for 3 mnas and one for 2 mnas; Delph. 3 (3) 306, early I A.D., is a manumissions of two slaves for 3 mnas each, and one of these may choose release for 3 mnas, in a fragmentary clause which seems to involve satisfaction; Delph. 3 (1) 337, quite fragmentary, provides for early release.

⁶ We continue to use the term freedman technically. Actually, here and in the other documents involving the gift of children, the ex-slave is female. Another manumission of the same date, Delph. 3 (3) 273, provides for the presentation of a one year old child to the son of the manumittor, and has the same provisions for early release.

to the manumittor's daughter three two-year old children, and if she does not have them, 200 denarii; Epiphanea is to give to the son a three-year old child after five years, and also a three-year old child to the daughter after three years. There are other manumissions of the same date, requiring that the freedman give to the children of the manumittors one or more young children, but these do not so explicitly state that this is after the death of the manumittor and is a condition of release⁷. All these manumissions mention price in the introductory formulae, and in all the manumittor acknowledges receipt of the price, so it can only be that the gifts of nurselings to the children of the manumittors stand as similar to the presentation of money to the manumittors' children in other documents, when the freedman is released upon the death of the manumittor. The full working out of all this can best be seen in Delph. 3 (6) 123, of the last half of the first century A.D., in which a couple, Markos and Plutarchis, manumit three females, Thisbe, Alkippe, and Niko, and one boy, Athinktos: Παρα[μει]|νάτωσαν δὲ τὰ προγεγραμμένα σώματα Θίσβη καὶ Νικὴ Μάρκῳ γέροντι καὶ Πλουταρχεῖ, καὶ θρεψάτωσα(ν) τῷ υἱῷ | Μάρκ[ου....] παιδιά δύο ἐνιαύσια. Παραμεινάτωσαν δὲ Μάρκῳ τῷ υἱῷ "Α[θ]ινκτος καὶ "Αλκίππη. Θρεψάτω δὲ "Αλκίππη Λουκίῳ παιδιά δύο, "Α[θ]ινκτος δὲ δότω Λουκίῳ μετὰ τὴν Μάρκου τελευτὴν δινάρια πεντήκοντα. It seems to be the case here that the two who have obligation to remain with the manumittors are released upon payment of children at the death of the manumittors, while those who remain with the manumittors' son must await his death to pay and be released⁸.

We have seen that in a number of manumissions the requirement that the freedman give to the manumittor's children one or more nurselings actually represents payment for termination of obligation, and is in lieu of the money payment we saw required in other manumissions. It is interesting to note that there is no provision for obtaining early release by providing nurselings; cash is always required for early release, except in the single case of Aphrodisia being allowed to provide a substitute, not a nursing, but an equivalent of her own age⁹. There are a number of manumissions which contain provisions which bear upon the question of payment for freedom by the slave, but which do not fit into the groups which have so far been discussed. Before turning to these, however, let us examine one other interesting aspect of the evidence, those pairs of inscriptions which represent both manumission and subsequent release from obligation, in situations involving payment for that subsequent release.

⁷ Delph. 3 (6) 8; 9; 43; 57. Basically similar is a manumission of 47-66 A.D., Delph. 3 (6) 53, in which a boy of three years, or 100 denarii. This presumably means upon the death of the manumittor and release of the freedman, since the manumission further states that another child is to be given during the period of obligation.

⁸ We have not considered here the obligation to raise up the manumittors own children, or his family's offspring, as that bears rather on duties during the period of obligation and not upon paying off the obligation.

⁹ G.D.I. 1717, see above, p. 259-260.

In the discussion of payment for release from obligation upon the death of the manumittor we noted the provisions of G. D. I. 1749, of 168/7 B.C., which provides that the freedman shall pay in addition a half-mna to each of three persons¹⁰. Fortunately we have the release from that obligation, G. D. I. 1750, of the following year, and this document, conventionally called an apolysis, details the resolution of all the provisions of the original manumission: ποταπέδωκε Κύπριος Δωροθέω | ἡμιμναῖον, Θηβαγόρα ἡμιμναῖον, Ἀρχία ἡμιμναῖον, καθὼς αὐτοὶ εὐδόκησαν, ὃ ἕδει αὐτὸν ἀποδόμεν, ἐπεὶ κά τι πάθη Ἀρχέλαος. Another apolysis, G. D. I. 1919, of 170/69 B.C., releases the freedman from the obligation to remain, while the manumittor lived, this at a payment of three mnas. The obligation was established in G. D. I. 1918, of 180/79 or 179/8, but there was no mention of additional payment in the original manumission. More characteristic is the pair Delph. 3 (3) 351, a manumission of 93/2 — 81/0 B.C., and Delph. 3 (3) 354, a later apolysis. The manumission frees the slave for 5 mnas, provides obligation of remaining for the life of the manumittor, with the option of early release for 3 mnas. The apolysis records that release in the formulae which are commonly used thereafter¹¹: Ἀσκληπῶ Νι | [κοβούλο]υ ἀπέλυσε Σωτηρὶν τῆς παραμονᾶς, λαβοῦσα παρ' αὐτῆς ἀργυρίου μναῖς τρεῖς | [καὶ

¹⁰ See above, p. 260.

¹¹ Complete texts of a typical later pair, the manumission Delph. 3 (3) 300 and the apolysis Delph. 3 (3) 302, early I A.D., may be found on page 256 f. Earlier pairs differ, as an apolysis of 153/2–144/3 B.C., S.E.G. XVIII 226, shows that the formulae had not been firmly settled as late as the mid second century B.C. The original manumission, G.D.I. 1942, of the same period, 'sells' two slaves for 6 mnas, with no provision for early release. The apolysis both sells and releases: [ἀπέδοντο Θευγένης καὶ Λεῖριον τῶι Ἀπόλλωνι τῶι Πύθιωι σώματα δύο κορίδια ἐπ' ἔλευ[θερίαι ἃ ἐξεθρέψαντο αὐτοί, αἷς ὀνόματα Σωσῶ] καὶ Διονυσία, καὶ ἀπελύθησαν ἀπὸ τῆς π[αρ]α[μ]ονᾶς,τιμᾶς ἀργυρίου | μναῖν ἕξ, καὶ τὰν τιμᾶν ἔχοντι, πᾶσαν. Later documents are more regular than this. A number of manumissions provide for early release for payments, and we have the apolyseis: G.D.I. 2199, 84/3–60/59 B.C., permits early release for 3 mnas, and G.D.I. 2200 of the same period grants the release for that sum. Of the same period, G.D.I. 2192 provides for early release for 5 mnas, and G.D.I. 2210, 63/2–51/0 B.C. grants release for that sum; Delph. 3 (3) 271 is a fragmentary manumission, and is paired with apolysis Delph. 3 (3) 272, 30/29 (?) B.C. for release of two slaves for 10 mnas; an apolysis of 53/2–39/8 B.C., G.D.I. 2327, mentions a payment of 5 mnas; Delph. 3 (3) 292, 49/8 B.C., grants release not for a specific sum but τὰ ἐν τῇ ὀνῆ καταγεγραμμένα and this must refer to the provision in the original manumission, Delph. 3 (3) 291, 53/2–48 B.C., which states that if the manumittor dies, the freedman is to give to the manumittor's daughter either 3 mnas or a one year old child; money is mentioned in a fragmentary apolysis, Delph. 3 (3) 264, with reference to a manumission with provision for early release by payment, Delph. 3 (3) 263; Delph. 3 (3) 327, an apolysis of the late first century B.C. releases not for a specific sum but τὸ ἐν τῇ ὀνῆ χρήμα and since the manumission, Delph. 3 (3) 326, 30/29 (?) B.C., does not have provision for early release, the sum meant probably is that indicated in the manumission as the sale price, 10 mnas for three slaves; so too Delph. 3 (3) 333, an apolysis of the early first century A.D., which has a number of additional provisions, uses a slightly different expression, τὸ ἐν τῇ παραμονῇ καταγεγραμμένον χρήμα which probably refers to the sale price in Delph. 3 (3) 329 of the late first century

ἔστ]ω Σωτηρίς ἀπὸ τούτου τοῦ χρόνου ἐλευθέρα καὶ ἀνέφαπτος ἀπὸ πάν[[των
τ]ὸν πάντα χρόνον, καὶ μηθενὶ μηθὲν ποθήχουσα.

We have seen from these pairs of inscriptions that the requirement to make payment for release was a real requirement, and in addition to the evidence that the payment was later made when first stated in the manumission, we have seen payment made when there was no statement requiring such payment. Since a number of the manumissions specifically acknowledge that the manumittor has received the price, we cannot assume that the subsequent apolyseis represent later payment of the price¹². Since additional price is not mentioned in these, and yet clearly is made, we can only assume that in these cases, the lack of specific statement did not preclude the payment.

More will be said subsequently about the omission or addition of clauses in the manumissions. At this stage in the argument it is better to continue the examination of documents, turning now to those pairs which show a manumission requiring extra payment, with apolyseis mentioning nothing of such payment. The earliest of these pairs is that composed of G. D. I. 2219, a manumission of 84/3 — 60/59 B.C., presumably late in the period because of the date of the apolysis, G.D.I. 2220, 40 B.C. — 18 A.D., which in turn must be early in its period to place the two inscriptions within one lifetime. The manumission sells a female slave, Onesiphoros, for 10 staters, with the requirement that she remain with the three manumittors for life. There is a provision for early release: ἐξέστω | δὲ Ὀνασιφόρω, εἰ θέλοι χωρίζεσθαι | ἀπὸ τᾶς παραμονᾶς, δόμεν Ἀλεξάν|δρωι μὲν μᾶν καὶ ἡμισον καὶ Ἀριστοῖ | καὶ Ἀθηναίδι ἄλλην μᾶν καὶ ἡμισον. The division of payment is elaborated here as it was in G. D. I. 1749, but the apolysis of this manumission, G. D. I. 2220, contains no reference to payment. It is clear from the careful instructions that payment was really intended, and we cannot assume from the absence of the mention of payment in the apolysis that no payment was made. The existence of parallels to this situation shows that an apolysis without mention of payment should not be unexpected¹³. We even find an example of a manumission which provides for the payment of a two year old child to the son of the manumittors, presumably upon the deaths of the manumittors, at which point the slave is to be free. This

A.D., since no other sum appears in that manumission; Delph. 3 (3) 304, early I A.D., mentions the price in the sale, referring to Delph. 3 (3) 303 of the same period; another apolysis of this type, Delph. 3 (1) 316, is too fragmentary to date or to pair with the original manumission. We should also note in passing the kind of final release represented by G.D.I. 2143, 153/2-144/3 B.C. This is a manumission for 3 mnas, and it specifically states that a previous manumission with obligation to remain is invalid. That manumission is Delph. 3 (3) 32, the same period.

¹² Examples are Delph. 3 (3) 303, 326, both manumissions, for which the respective apolyseis, 304 and 327, acknowledge receipt of the sum mentioned in the sale.

¹³ Delph. 3 (3) 418 and 419, 40 B.C. — 18 A.D., and Delph. 3 (6) 6 and 7, 20-75 A.D. A larger group, about which little can be said, omits mention of payment in both manumission and apolysis: G.D.I. 2167 and 2168, 84/3-60/59 B.C.; Delph. 3 (3) 429 and 428; 424 and 423,

is Delph. 3 (6) 39, 20–75 A.D., and the apolysis, Delph. 3 (6) 40, of the same period, mentions nothing of any payment.

Although we cannot assume that the absence of any statement about payment from the apolyseis indicates that no payment was made, conversely, it is not possible to state that payment was made in each case even if not mentioned in the apolysis. Evidence contraverts this last. (There is a trio of inscriptions, a manumission and two separate apolyseis which pertain to it, and these are very instructive). Delph. 3 (3) 337, a manumission of 63/2–51/0, frees Sotericha, Sumphoron, and Truphera for a total of 10 mnas; they all have obligation to remain, for the life of the manumitting mistress, unless the mistress has a child, in which case each is to give 1 mna to the child and be released. The first apolysis is that of Truphera, Delph. 3 (3) 340, dated 53/2–39/8, and there is no mention of payment. Next comes the apolysis of Sotericha, Delph. 3 (3) 341, 40 B.C. — 18 A.D. (and necessarily early in that period). Sotericha pays 3 mnas for her release, and of this the editor says: „On voit que Σωτηρίχα affranchie avec Τρυφέρα (no 337) a obtenue son *apolysis* beaucoup plus tard que celle-ci (no 340) et à des conditions onéreuses”. The editor’s understanding of this situation is surely correct; there is no payment made in connection with no. 340, which does not mention payment, and the payment of 3 mnas stated in no. 341 stands as the payment sufficient for all three. It is thus quite unsafe to assume that any apolysis which fails to mention payment can have payment assumed.

Although there may be some uncertainty whether some of the apolyseis which do not mention payment nevertheless represent the payment of the extra sum required by the original manumission, the evidence of other apolyseis is clear. Since we have apolyseis (of obligation) in cases where the original manumission required extra payment for release (from obligation), we know that the payment was expected and was in fact exacted^{13a}. It was also clear from examining those pairs, the apolyseis of which acknowledge payment not mentioned in the manumission, that payments were made in a number of cases in which we could not have anticipated the payment if we based our judgement solely upon the manumission. Since we have many manumissions without apolyseis, and most of these do not mention additional payment, we nevertheless have evidence that in some of these instances there would have been payment anyway upon dissolution of the obligation. It is even possible that payment for release was

both manumissions late in the period 53/2–39/8 B.C., and both apolyseis soon after; Delph. 3 (3) 390, late in the same period, and Delph. 3 (3) 398, soon after; G.D.I. 2156 and 2157, S.E.G. XII 251 and 252, late I. B.C.; Delph. 3 (3) 276, 30/29 (?) B.C. and Delph. 3 (3) 278, early I A.D.; G.D.I. 2151 and Delph. 3 (3) 43; Delph. 3 (3) 280 and 281, 300 and 302, 401 and 402, 40 B.C. — 18 A.D.; Delph. 3 (6) 27 and 25, 29 and 30, 20–75 A.D.

^{13a}. B.C.H. 88, 1964, p. 390, 63/2–51/0, manumits for 5 mnas, and requires extra payment of 5 mnas for release upon the manumittor’s death. The apolysis, B.C.H. 73, 1949, p. 285 (G.D.I. 2327) acknowledges that payment, to the manumittor’s son, the manumittor, still alive, consenting.

a general and expected phenomenon, and that lack of mention of payment from the manumission merely omitted a provision everyone knew anyway; that omission of a statement about payment from an apolysis did not mean that there was no payment, but that there had, in some such apolyseis, been payment, while in other such, payment had been made elsewhere.

Even if payment for release from obligation was not normally expected and made, a number of facts are clear from the manumissions which are single and those pairs which we have examined. In the first place, it is an accepted practice to include in a manumission the provision that the slave is to make an extra payment for release from obligation upon the death of the manumittor. This payment may be in money or in the form of human ransom, the presentation of a young child, and the payment is usually made to children of manumittors. Second, there are often provisions for payment to obtain early release from obligation, and this early release is at the option of the freedman, who must pay for it. Third, it is clear that these additional payments upon the deaths of manumittors or for early release are real payments, and we have records of the payments in the apolyseis.

All this evidence proves conclusively that the freedman after manumission has the prerogative of purchasing his own final release, and this, besides implying the legal right of the freedman to acquire and dispose of funds, answers part of of the first question about manumission, whether payment comes from the slave or not. We now shall determine the source of payment of the price for manumission in the first place.

We saw at the outset of the discussion, in examining the expression ἐπίστευσε τῷ θεῷ τὰν ὀνάν that it was used in a number of cases with such careful discrimination that at least in those cases it meant that the person who entrusted the sale to the god actually made the payment¹⁴. There is another document which shows that the slave indeed did make that payment.

G. D. I. 2071 of 178/7 B.C. specifically states that the slave makes the payment: "Ἀσανδρος Μενάνδρου Βεροαῖος ἀνατίθησι τῷ | Ἀπόλλωνι τῷ Πυθίῳ ἐλευθέραν ἐμ παραθήκη | Ἐυπορίαν τὴν αὐτοῦ παιδίσκην καταβεβληκυῖαν || δραχμὰς Ἀλεξανδρείας διακοσίας. συμ|παραπεμψάτω δὲ Ἀσανδρον εἰς Μακεδονίαν | καὶ ἔστω οὕτως ἐλευθέρᾳ. The manumission is quite unlike others at Delphi. The master dedicates his slave to Apollo, and in this dedication none of the formulae incident to the common sale are found. There is a provision of obligation which is also different; the former slave is to accompany the manumittor to Macedonia before being completely released. Nevertheless, it is quite clear that it is the slave who purchases her freedom¹⁵.

¹⁴ See above, p. 258f.

¹⁵ The formulae, though Beroean (v. p. 284 f.), should have bearing on Delphian practice, stating baldly the same fact which must be deduced from the usual Delphian manu-

With this final piece of evidence we are in a position to state that the funds provided for sale in manumissions come in general from the slave. The existence of the phrase stating that the slave entrusts the sale to the god must be interpreted in light of this, and also in view of the fact that in the payment for release from obligation, we saw that it was clearly stated that the freedman made the payment.

The answer to this problem can only be seen in terms of the difference between the freedman at the time of apolysis and the slave at the time of manumission. The freedman is of course already free under the terms of the manumission. As we shall see subsequently, he has certain prerogatives not available to slaves, such as the right of disposition of property and under some manumissions, permanent protection from resale even if he fails to fulfil his obligation to remain. We stated that the specific naming of the freedman as the payor for release implies the right of the freedman to acquire and dispose of money. The fact that the manumissions almost never name the slave as payor, but instead use this periphrastic expression, implies just the opposite. A slave does not have the right, in law, to acquire and dispose of funds. That the slave might get money in fact, one way or another, does seem to be indicated by these manumissions, but this would not affect a legal situation in which a slave is precluded from the legal possession of money, and thus from the ability to negotiate with money in his own behalf. Again, that the sale is made to the god implies that the slave cannot negotiate his own release as a sale to himself. Resort is made to a fictional situation in which the slave is sold to the god, and the money which the slave supplies is not stated to be the slave's, since, in law, any money the slave has ought to be his master's.

In this discussion a clear difference between slave and freedman has appeared. The freedman has the full right and interest in money, and may treat with it as a person. That is, he may negotiate and accomplish legal ends in his own name. His right to do so is in no way superceded or interrupted by any requirement he may have to remain with the manumittor, whether that obligation to remain be for a short time or for the life of the manumittor. In fact, it is the payments by freedmen for release that show this right. The slave, however, does not have this right, and this is one major distinction between the slave and the former slave who, though free, remains in an obligation to his manumittor. Finally, it is worth emphasizing that although the slave may acquit himself of his obli-

missions. Note also, that it is possible for a third party to pay, as, G.D.I. 1723, Apollodoros for Niko. Also, it may be that G.D.I. 2317, 84/3-60/59 B.C., which states that the sale price is taken as a loan, and that the freedman is to pay it back, represents a real situation. *Inscr. Jur. Gr.* II, p. 269 does not believe so: „Au no. 2317, on a recours à une fiction dont l'utilité n'apparaît pas clairement". But it may not be a fiction, and we may have a situation in which the manumittor borrows the money (which he keeps) imposing the obligation of repayment upon his freedman in the pattern of other manumissions. There is no obligation to remain.

gations by a series of payments, a kind of installment buying of freedom, it is the payment, not the freedom, which comes in stages. Once the manumission is granted, with the first payment, the freedom is legally complete.

Protection for the Freedman During the Period of Obligation

In the example of the manumission set forth in entirety on p. 256f., lines 7 and 8, following the statement that the freedman is to be released upon the death of the manumittor, make provisions for the freedman not belonging to anyone and for the security of the sale: μηδενι μηδεν ποθηκέτω. Εἰ δέ τις ἐφάπτ[οι]το Φιλτάτης ἐπὶ καταδουλισμῶ, βέβαιον παρεχέτω τῷ θεῶ τὰν ὠνάν οἱ τε ἀποδόμενοι καὶ ὁ [β]εβαιωτήρ. Almost all the manumissions make some provision like this, κύριος δὲ ἔστω καὶ ὁ παρατυχῶν συλέων ἐλαυθέραν, ἀδάμιος ὦν καὶ ἀνυπόδικος πάσας δίκας καὶ σαμίας, in the discussion of the final release from obligation, insuring that when the period of obligation is at an end, the freedman will be completely secure from any action arising from his former position as a slave. These clauses following the provisions for final release have no bearing upon protection to the freedman during his period of obligation, nor do they show anything about the rights he may have in that time. But in a number of manumissions, there exists this provision for the security of the sale before any mention of additional obligation, and in some cases we even have a clause providing for the security of the sale, then a statement of obligation and provision for release, and that followed by another clause providing for security at that time. Such a document is G. D. I. 1716, 160/59 (?) B.C. Two of the terms of the monitory formula which we have just noted as following the obligation clause here appear one each in two clauses, one before and one after the obligation clause: εἰ δέ τις καταδουλιζοιτο Σωκράτ(ι)ειαν ἢ Σωφίαν, κύριος ἔστω ὁ παρεντυχῶν συλέων || ἀνυπόδικος ὦν πάσας δίκας καὶ ζαμίας. παραμεινάτω δὲ Σωκράτεια παρὰ Μικκύλον ποιούσα ὃ κα ἐπιτάσση Μικκύλος πᾶν τὸ | δυνατόν. εἰ δέ (.ε) κα μὴ ποιῆι, κύριος ἔστω κολάζων. ἐπεὶ δέ κα μεταλλάξῃ Μικκύλος ὁ Λαδίκου τὸμ βίον, ἐλευθέρα ἔστω Σωκράτεια. | εἰ δέ τις ἐφάπτοιτο, οἱ τε βεβαιωτήρες βεβαιούντω καὶ ὁ παρατυχῶν κύριος ἔστω συλέων καθὼς ἐπάνω γέγραπται. The appearance of the term καταδουλιζοιτο before the obligation clause implies that once manumission is granted, the requirement to remain is entirely separate from slavery, and that the manumission itself prevents any enslaving. That ἐφάπτοιτο appears after the discussion of the termination of the period of obligation implies that there would be possibilities to which the manumittor might resort during the period, and these are prevented him upon the fulfilment of the the obligation. We will discuss this matter further in subsequent sections, but with regard to the document here under discussion, it is well to point out that we may have a very careful distinction in terms; with

regard to a freedman, it is not permitted *καταδουλίξειν* but if the freedman has an obligation to remain with the manumittor, it is legal *ἐφάπτειν* him. This separation is not so usual, but we do find again a division of formulae in S.E.G. XII 251, late I B.C., in which the full formula beginning with *εἰ δέ τις ἐφάπτοιτο* appears before the provision of obligation, while at the end of the manumission, after the provision that the obligation expires with the death of the manumittor, there appears *μηδενὶ μηθὲν ποθῆχο[ν]*, the other provision which we saw in our text in which all the formulae appeared before the statement of obligation¹⁶.

Most of the manumissions in which the security clauses precede the provision for obligation to remain do not repeat them at the end of the manumission, and again, most of these are not preceded by the phrase *μηδενὶ μηθὲν ποθῆκον* which we have already noted. The rest of the formula is kept intact, with its provision in case anyone seizes the freedman to enslave him that the seller and the warrantor (or the warrantor alone) is to furnish the sale secure, and that equally anyone may rescue the freedman and have immunity. We cannot use this evidence to prove conclusively that the protections listed in these security clauses were to apply to the freedman even during his period of obligation, but the burden lies upon him who would deny their applicability in the place they appear in the manumission¹⁷.

In another large group of documents, the security clauses appear in conjunction with another provision, less a matter of insuring the security of the contract than a provision describing the freedom accorded the freedman. This is the statement that the freedman has the right to do as he wishes and go where he pleases, *ποιέων ὅ κα θέλημι καὶ ἀποτρέχων οἷς κα θέλημι*. Although this clause bears rather on the next section of our discussion, that of the rights and choices of the freedman during his period of obligation, and although there remain other matters still to be discussed in connection with the protection available

¹⁶ In Delph. 3 (3) 303, early I A.D., the same division of formulae appears again. Another document, G.D.I. 1751, 168/7 B.C., is of interest. This is a manumission of Philokrateia, with the provision *εἰ δέ τις ἐφάπτοιτο ἢ καταδουλίξοιτο Φιλοκράτειαν κύριος ἔστω συλέων ἐπ' ἐλευθερίαι ὁ παρατυγχάνων καὶ ὁ βεβαίωτῆρ βεβαιού(τω) τῶι θεῶι*. This is followed by a release of one Leaina from obligation, that followed by the formula *μηθενὶ μηθενὲν προσήκουσαν*. Either of these seem to serve the purpose in final release; that is, one slave is completely manumitted, a freedman released, but different formulae serve to ensure security.

¹⁷ Documents with the security clauses before the statement of obligation, besides those mentioned, are: G.D.I. 1781, 167/6 B.C.; G.D.I. 1716, 160/59 (?) B.C. G.D.I. 2288, 153/2-144/3 B.C.; G.D.I. 2202, 143/2 B.C.; G.D.I. 2088, 140/39 B.C.; Delph. 3 (2) 239, 137/6 (?) B.C.; G.D.I. 2092; 2159; Delph. 3 (2) 242; (3) 130; 139/8-123/2 B.C. Delph. 3 (1) 569, second half of II B.C.; Delph. 3 (3) 134, 113-100 B.C.; Delph. 3 (3) 364, 84/3-60/59 B.C.; S.E.G. XII 240, 70-61 B.C.; Delph. 3 (3) 45 and 267, 63/2-51/0 B.C.; G.D.I. 2267 and Delph. 3 (3) 412, 53/2-39/8 B.C.; G.D.I. 2156, late I B.C. Delph. 3 (3) 308, 273 and 332, 40 B.C. — 18 A.D.; Delph. 3 (6) 19 and 31, early I A.D.; Delph. 3 (6) 11; 27; 29; 34; 35; 36; 43; 62; 108; 119; 121; S.E.G. XII 255; 20-75 A.D.

to the freedman and the security of the manumission during the period of obligation, it is well to include this clause in the present discussion.

One of the problems mentioned hitherto, and which must now be approached directly, is that of the choice of clauses in the manumissions. We have noted in our previous discussions that certain clauses appear in some documents and not in others, although clearly the provisions of the clauses applied to certain documents in which these clauses did not appear. Notable examples were those manumissions which did not mention additional payment at the time of final release from obligation, the apolyseis to which stated that such payment had nevertheless been made. If we examine here the use and absence of the clauses providing security to the manumission and the clause giving freedom of action and motion, and the combination of these clauses with each other, we may learn something of the practices of the writers of manumissions and from these practices we may see what legal effects the various clauses may have had.

As has been said, the security clauses when used alone frequently appear before the statement of obligation, and we have seen examples of these clauses where they appear alone. Very often the security clauses appear with the statement of freedom of action and motion, and here, practice varies. Many examples of the combination are constructed with both clauses before the statement of obligation¹⁸. A typical example of this complex presentation is Delph. 3 (3) 208, 163/2 (?). B.C., a manumission of a female slave, Chresimos, for 2 mnas, with acknowledgement that the price has been paid: ποιῶν ὃ κα θέλη καὶ ἀποτρέχων | οἷς κα θέλη ἐλεύθερος ἔων. Βεβαιωτῆρ κατὰ τοὺς νόμους τᾶς πόλιος | Ἄθαμβος Ἀθανίωνος. Εἰ δέ τις κα ἐφάπτηται Χρησίμου ἐπὶ καταδουλισμῶι, βέβαιον παρεχόντων τῶι θεῶι τὰν ὠ(ο)νὰν ὃ τε ἀποδό|μενος Λυκῖνος καὶ ὁ βεβαιωτῆρ Ἄθαμβος κατὰ τὸν νόμον τᾶς πόλιος | ὁμοίως δὲ καὶ οἱ παρατυγχάνοντες κύριοι ἐόντω συλέοντες Χρή|σιμον ὡς ἐλεύθερον ὄντα, ἀνυπόδικοι καὶ ἀζάμιοι ἐόντες πάσας | δίκας καὶ ζαμίας. This is followed by the statement that Chresimos must remain with the manumittor for two years, and then, as we have noted elsewhere, by a provision for early release and payment or making up of days not served.

A number of manumissions of the combination type have a statement of the freedom of action and motion immediately before the obligation clause, and then the security clauses. A good example of this type is G. D. I. 1843,

¹⁸ G.D.I. 1823, 162/1 B.C. (?); G.D.I. 1925, 154/3 B.C.; G.D.I. 1696; 1707; 1791; 1945; 1971; 2163; 2186; Delph. 3 (3) 24 and 48; all 153/2-144/3 B.C.; G.D.I. 2190, 143/2 B.C. G.D.I. 2140 and 2153, 142/1 or 141/0 B.C.; G.D.I. 2225, 140/39 B.C.; Delph. 3 (2) 223 and 233, BCH 87, 1963, p. 194 I, 137/6 (?) B.C.; G.D.I. 2209 and Delph. 3 (3) 27, 139/8 B.C.; G.D.I. 2216; Delph. 3 (1) 566; (2) 172 and 243; (6) 92; all 139/8-123/2 B.C.; Delph. 3 (6) 68, 139-116 B.C.; Delph. 3 (1) 337, 126-100 B.C.; Delph. 3 (6) 118, 121-108 B.C.; G.D.I. 2173, 101/0-60/59 B.C.; Delph. 3 (3) 175, 93/2-81/0 B.C.; Delph. 3 (3) 355, 84/3-60/59 B.C.; Delph. 3 (3) 312, late I B.C.; Delph. 3 (6) 123, latter half I A.D.

175/4 B.C. Here two slaves are manumitted, and they have the right to do as they please and go where they wish. This statement is followed by the provision that they are to remain with the manumittor for five years, and go off free at the end of that period. This provision is followed by the standard security clauses, beginning in this case with ἄπτηται and without the term καταδουλισμός¹⁹. In other examples, the security clauses follow directly upon the statement of obligation, without any intervening statement of final release, as in G. D. I. 1955, 153/2-144/3 B.C., in which a very simple statement of obligation, παραμεινάτω δὲ Σωσῶ | παρὰ Θεύδοτον ἔτ[η] δύο ποιούσα τὸ ποτιτασσόμενον ἀνεγκλήτως, is followed directly by a short security clause, εἰ δὲ τις ἐφάπτ[οι] το Σωσοῦς ἢ Σωσίχας ἐπὶ [κ]αταδουλισμῶ, κύριος | ἔστω ὁ παρατυ[χῶ]ν συλ[έ]ω[ν] ἐπὶ τὰν τοῦ θεοῦ ὠνὰν ὡς ἐλευθέρως οὔσας, καὶ ὁ (βε)||β[α]ιωτῆρ [β]εβ[α]ιούτω τ[ῶ]ι θεῶ.²⁰ The clause of significance to us is the freedom clause which precedes the obligation statement and it is important to note that we do have a few documents which have the freedom of action and motion clause before the provision of obligation and which omit the security clauses entirely²¹. We can see from these single appearances that the freedom clause is independent of the security clauses not only in that it may be separated from the security clauses but may appear alone.

In this discussion we are concerned only with the appearance of the clauses before the statement of obligation, or the cases of combinations of clauses before and after that statement. The clauses do appear also in almost all the manumissions in which there is no statement of obligation, and, in fact, they also appear after the statement of obligation in almost all specimens except those cited in this discussion. As we said at the beginning of the discussion, it is the provision for security of the manumission before any mention of obligation to remain that can provide evidence of security during the period of obligation. Since many of the manumissions in which the security provisions come at the end have clauses determining the circumstances for release from obligation, and these clauses come before the security provisions, it is possible in such instances that the security provision apply to the final release and not the period of obligation. In fact, it is possible that all cases in which security provisions come in the course of the clauses after mention of the obligation to remain are cases

¹⁹ G.D.I. 1832, 173/2 B.C., has the same arrangement. G.D.I. 1703, 153/2-144/2 speaks of the security clauses going into effect after the manumittor's death, and Delph. 3 (3) 310 early I A.D. presents them after the statement of release upon payment after the death of one manumittor. There is also the fragmentary *Delph* 3 (3) 436, 53/2-39/8 B.C.

²⁰ Similar sequence of clauses in Delph. 3 (2) 217, 138/7 B.C.; (3) 366, 94/3 B.C.; 289, 63/2-51/0 B.C.; 424, 53/2-39/8 B.C.; 374, 40 B.C. — 18 A.D. G.D.I. 1764, 168/8 B.C., differs slightly in that the security clause comes at the very end of the document, even after the names of the witnesses.

²¹ G.D.I. 1965, 189/8 B.C.; G.D.I. 1947, 166/5 B.C.; G.D.I. 1904, 156/5 B.C.; Delph. 3 (3) 279, 63/2-39/8 B.C.

in which the security provisions apply to the final release and not to the period of obligation. In any case, we have no clear indication that the security provisions apply to the period of obligation, and would be arguing from uncertainty were we to use that evidence. In regard to the manumissions in which the security provisions appear before the statement of obligation, we can at least say that the order of the clauses implies that the security provisions apply to the grant of freedom without regard to the obligation to remain.

If we accept as a hypothesis that the provisions for security and also those providing for the right of free choice of action and motion apply to the grant of freedom, we find ourselves confronted by a paradox, at least with regard to the statement of freedom of action and motion. It is obvious that if a man has the obligation to remain with his former master, and to do as that master orders, he does not have the right to do as he wishes and go where he pleases. So that, in the manumissions stating he has that right, and following that statement with the provision of obligation, there is clear contradiction. In view of the frequency of the appearance of that clause after the discussion of obligation we might argue that it is to apply to the final release, but we are then confronted with a problem with reference to its placement before the obligation clause in a number of cases.

The explanation must lie in the understanding of the utility of this and other clauses in these manumissions. Since we have found that in so many cases certain clauses are omitted, and in other cases they shift their positions, we must seek the explanation of this phenomenon rather in the meaning of the clauses to the manumission as a document rather than the meaning of the clauses as conveying specific rights. If we take this clause conveying the right of free motion and action, it is fairly easy to see its general significance with regard to manumission. The right of free motion and action is clearly not an attribute of a slave, but of a free man. The appearance of this clause in the manumissions states by its inclusion that the slave under discussion is free. It is an elaboration of the adjective ἐλεύθερος and it means that by the act of emancipation the slave becomes a man who has this full right of a free man. That the phrase is used before the statements of obligation as well as in connection with final release shows that in the minds of the drafters of the manumissions the act of manumission is seen as granting full rights, even when some are to be reserved in the course of the document. In other words, the provision for obligatory remaining is seen as imposed upon a man who has been granted full freedom, rather than reflecting a situation in which only partial freedom is granted. The importance of this will be seen subsequently.

A similar situation obtains with regard to the security clauses. We have seen that they appear before the statement of obligation and also after it, and that in one case, G. D. I. 1716, the clauses were divided in such a way that there was an implication in the use of the term καταδουλιζοιτο before the obligation

clause and the term ἐφάπτοιτο after, that in the sense of the document, once manumission was granted, the obligation to remain was a question apart from slavery. Most of the security clauses do not appear with the verb καταδουλιζειν but rather forbid seizing ἐπὶ καταδουλισμῶ. When these clauses appear before the statement of obligation they imply that the freedman is secure without regard to obligation, when they appear after the statement of obligation, as they usually do when they do not precede it, this implication is not there. But the drafters of the manumissions seem to feel the need for these clauses somewhere, and they are not by any means limited to following provisions for final release when they appear after the statement of obligation. These clauses too describe the rights of a free man; he cannot simply be seized and enslaved. These clauses providing for protection against that eventuality act to explicate the meaning of the manumission. The slave now is, in a word, free.

That the clauses appear directly after the statement of manumission and not only after the provisions for final release show that in the minds of the drafters, the provision of obligation to remain does not affect the grant of freedom. This is essentially the same case as we were able to derive from the evidence of the freedom of action and motion clause. From this whole discussion we can derive a conclusion about the use and position of these clauses in the manumissions. It is clear that the position of the clauses is irrelevant, except insofar as the position may reveal the nature of the use. That is, the clauses are meant to demonstrate the nature of the grant of manumission, that is, that by the grant the former slave has been given all the attributes of a free man. The positions of the clauses in the manumission do not affect this role of the clauses, but the position has made it possible for us to determine that the grant is effective from the manumission, and that the additional statement about obligation does not affect the basic grant. Furthermore, we learn from the fact that the clauses may at times be omitted without affecting the manumission in any other noticeable way, that the basic rights accorded by manumission are not granted by the clauses, but by the act of manumission, and that the clauses are introduced to state what was inherent in the act anyway. That this unwritten aspect of law was active in the manumission situation was apparent from the cases of payment upon later release when no payment was indicated in an earlier manumission, and we will see this aspect of law appearing again. This relatively free application of formulaic clauses, sometimes used, sometimes not, and in use placed in different positions, shows that the clauses and their sequence are not critical to the interpretation or the validity of the documents in which they appear. The clauses do not determine what is done by manumission, they describe it, and their appearance as formulæ shows them in the role of illustrating the application of the action effected by manumission.

These clauses then do not grant any special protection to the freedman during his period of obligation, but instead by their application to his situation

insist that he has, though in obligation to his manumittor, all the basic rights of a free man. The basic act of emancipation gives the slave the complete freedom and protection available to a man who has never been a slave.

However, the provision for the obligation to remain does place the freedman in some jeopardy. This jeopardy is carefully stated, and, as we shall now see, the terms under which the freedman may lose his newly acquired rights illustrate the nature of his new position as a completely free man. In the first place, the provisions are couched in terms which are quite definite, and which in some cases even provide for judgement by third parties. In the second place, the penalties do not provide for the enslavement of the freedman, thus implying in law that a man could be enslaved for failure to acquit the terms of the manumission, but rather the penalties provide for the annulment of the whole act. By this provision, the man never was free, and we do not have the legal problem of the enslavement of a free man.

There are certain other provisions in the manumissions which show that the view taken of the position of the freedman during the period of obligation accepts him as free. The majority of the manumissions with provision for remaining with the manumittor have some provision for punishments of the freedman if he does not do everything he is ordered to do. A number of manumissions have in this connection some very specific provisions in the determination of action in the event that the freedman does not satisfactorily carry out his obligation, and it is sufficient to examine these to determine the rights of the freedman.

A number of manumissions state that the freedman may not be sold. Typical provisions of this nature are found in G. D. I. 1799, 174/3 B.C.: εἰ δὲ μὴ παραμείναι Μιθραδάτης ἢ μὴ ποέοι πᾶν τὸ πο[τ]ιτασσόμενον δυνατὸς ἑὼν, κυρία ἔσ[τ]ω Λάρισα κο||άζουσα ὧι κα θέληι τρόπωι ἢ ὄν κα Λάρισα κελεύση, πλάμ μὴ π[(ω)] λησάτω. The document provides for punishment but precludes sale in the event of failure to obey or even failure to remain. This is the case in most of the documents which preclude sale, although some, in a shorter formula, mention only failure to obey. The proportion of manumissions which have this provision of protection is small, but the importance of the group, and even the number of documents, is not negligible²². We cannot, however, assume that this clause,

²² G.D.I. 2163; 2186; 2274; Delph. 3 (3) 32; all 153/2-144/3 B.C. G.D.I. 2190, 143/2 B.C.; G.D.I. 2140, 142/1 or 141/0 B.C.; G.D.I. 2225, 140/39 B.C.; Delph. 3 (3) 27, 139/8 B.C.; Delph. 3 (2) 223 and 233, 137/6 (?) B.C.; G.D.I. 2159; Delph. 3 (2). 243; 247; 139/8-123/2 B.C.; Delph. 3 (6) 118, 121-108 B.C. Delph. 3 (3) 369, 93/2-81/0; S.E.G. XII 240, 70/69 or 66/5 or 62/1; Delph. 3 (4) 71, 84-78 B.C.; Delph. 3 (3) 174, 101/0-60/59 B.C.; G.D.I. 2171 and Delph. 3 (3) 364, 84/3-60/59 B.C.; Delph. 3 (3) 45, 63/2-51/0 B.C.; G.D.I. 2158; Delph. 3 (3) 411; 424; 434; 439; 53/2-39/8 B.C.; Delph. 3 (3) 374, 40 B.C. — 18 A.D.; Delph. 3 (3) 306, early I A.D.; Delph. 3 (6) 6, 20-75 A.D. There are three variants to the formula. Delph. 3 (3) 12, 161/0 (?) B.C., and G.D.I. 2288, 153/2-144/3 B.C., both permit punishment, the first in the case of failure to remain, the

like others which have been discussed, simply stands to reinforce a procedure to be expected, that therefore we should understand this clause where it is not written. The clause may in fact have effect, since there are documents which expressly permit sale.

The earliest document which expressly permits sale is Delph. 3 (3) 175, 93/2-81/0 B.C., and it specifically distinguishes between punishments for different categories of offences. εἰ δὲ μὴ παραμένει, κύριος ἔστω Ἀβρόμαχος καὶ πολέων Ἀγαθοκλῆ καὶ ὑποτιθείς. εἰ δὲ | μὴ ποιέει τὸ ἐπιτασσόμενον πᾶν τὸ δυν[α]τόν, κύριος (ἔσ)τω Ἀβρόμαχος ἐπιτιμέων τρόπω ὃ κα θέλη, πλὴν μὴ (πολέων). The distinction made here is that the freedman may be sold as punishment if he does not remain, but simple failure to obey orders brings punishment, but he may not be sold. This distinction is not maintained in Delph. 3 (3) 337, 63/2-51/0 B.C. or 3 (3) 329, late I B.C., and 337 does not even specifically mention failure to remain²³. Finally, one other document makes provision for rental of services, G. D. I. 2156, late I B.C.: ἐγμισθοῦν|τες τὰν ἐργασίαν τοῦ μὴ παραμένοντος, and this seems to refer primarily to the failure to remain.

Thus we cannot say that the provisions which we noted in other documents that say that the freedman may not be sold merely state a situation to which there is no exception. There are exceptions, and these documents precluding selling may be a protection in specific cases; even so, they do illustrate the concept that the freedman even in a situation of obligation has the rights of a free man, at least insofar as he may not be sold. This concept is further shown by the statement in a document mentioned in note 22, page 227-8. The document is Delph. 3 (3) 130, 139/8-123/2 B.C., and it states in the usual formula that if the freedman does not remain, the manumittors may punish in any way they wish, [πλὴν ἐπὶ κ]α[ταδο]υλισμῶι. The use of the term καταδουλισμός shows that in this document the freedman is not classed as a slave, even during his period of obligation. Forbidding his enslavement during this time as punishment indicates he is not a slave. This reinforces the conclusion drawn from the clauses which forbid selling; they they indicate the man was not a slave.

second in case of failure to remain and do what is ordered, but the punishment is limited πλάμ μὴ ἀποδόσθω. This is just a variant word, and much more important is the variation in Delph. 3 (3) 130, 139/8-123/2 B.C., where, again in a limited punishment, the penalty for failure to remain is whatever the manumittor wishes, [πλὴν ἐπὶ κ]α[ταδο]υλισμῶι.

²³ Delph. 3 (3) 337 specifies for the three freed slaves δουλεύοντα καὶ ποιῶντα π[ᾶν τ]ὸ ἐπιτασσόμενο[ν πᾶν τὸ δύν]ατόν during the period of obligation, the lifetime of the manumittor. Delph. 3 (3) 329 specifies that the freedman is to remain ὡς δούλα. Both these expressions are most unusual, and their association with permission for resale may imply that there is some attempt to change the effect of the manumission. Alternatively, one may deny any technical effect to these expressions, arguing that they are not technical and merely describe the kind of services to be performed. This alternative seems to be supported by G.D.I. 2072, discussed below, p. 217.

There is still more evidence from the clauses dealing with punishment that show that the freedman had the rights of a free man. These are the clauses which deal with the judging of disputes which may arise out of the obligation, and the clauses appear quite early, but do not have a very widespread application. The provisions can be very complex, as we see from G. D. I. 2072, of the last years of the third century B.C., or, perhaps, 199/8 B.C. The basic provisions of the document are simple: two slaves are manumitted for a total of 4 mnas, and they are to remain with the manumittor while he lives, and are to be free upon his death. This is followed by security clauses and the names of the witnesses. The text goes on from there to insist that both manumittor and manumitted swear respective agreements to each other, and to list provisions for judgement: --ταῦτα δὲ ἐγένετο ἀνάμεσον τοῦ ναοῦ καὶ τοῦ βωμοῦ. | ὁμοσάτω δὲ Μέναρχος ἐναντίον τῶν ἱερέων τὸν νόμιμον ὄρκον παρὰ τὸν Ἀπόλλω μῆτε αὐτὸς | ἀδικησεῖν Ξένωνα μῆδὲ Πειθόλαον ἄς κα ζῆ μῆδὲ ἄλλωι ἐπιτρεψεῖν. εἰ δὲ ἢ αὐτὸς ἀδικέοι ἢ ἄλλωι | ἐπιτρέψαι, ἔνοχος ἔστω Μέναρχος τῶι τε ἐπιτορκεῖν καὶ παραβαίνειν τὰ συνκείμενα, καὶ ὁμοίως || κύριοι ἐόντω οἳ τε βεβαιωτῆρες καὶ ἄλλος ὁ θέλων ἀποκαθιστάοντες Ξένωνα καὶ Πειθόλαον ἐν τὸ | ἱερὸν ἀζάμιοι καὶ ἀνυπόδικοι ὄντες πάσας δίκας καὶ ζαμίας. τὸν αὐτὸν δὲ ὄρκον ὁμοσάντω Ξένων | καὶ Πειθόλαος Μενάρχωι παραμενεῖν παρὰ Μέναρχον ἔντε κα ζῶη μετὰ πάσας εὐνοίας δουλεύοντες | καὶ ποιέοντες τὸ ποτιτασσόμενον. εἰ δὲ τί κα ἐπικαλῆ Μέναρχος Ξένωνι ἢ Πειθολάωι ἢ Ξένων ἢ Πειθόλαος ἀντιλέγωντι ποτὶ Μέναρχον, κριθέντω ἐν τοῖς ἱερέοις τοῦ Ἀπόλλωνος καὶ Κλέωνι Δίω[ν]ος, || καὶ ὅ τι κα οὕτω κρινώντι, κύριον ἔστω. εἰ δὲ τί κα πάθη Κλέων, ἄλλον ἀνθελέσθω Μέναρχος Δελφῶν | ὅν κα αὐτὸς θέληι. ὡμοσαν ποτὶ τῶι βω(ι)μῶι ταῖ αὐτᾶ ἀμέραι ἐναντι τῶν ἱερέων καὶ τῶμ | μαρτύρων.

The judgement of any dispute is to be made by the priests of Apollo and one other man to make up a total of three²⁴. The judgement generally seems to have been at the hands of three men. A manumission of 173/2, G. D. I. 1832, in which one Soterichos is freed by Amuntas, with provisions for remaining for eight years, has very complicated provisions about the selection of the three men: Ἀμύντας δὲ εἰ ἐγκαλέοι ἢ ὁ υἱὸς αὐτοῦ Ἀμύντας Σωτηρίχω, κριθέντω ἐν ἀνδρῶις τρῖοις οὓς συνείλοντο, Διοδώρω Μνα|σιθέου, Κλευδάμω Κλέωνος, Ἀρχελάω Θηβαγόρα. ὅ τι δὲ κα οὗτοι κρινώντι ὁμόσαντε[ς], || τοῦτο κύριον ἔστω. εἰ δὲ τι ἀνθρωπίνον γένοιτο περὶ τινα τῶν κοινῶν ἐν τοῖς ἐτέοις τοῖς γεγραμμένοις, ἐφελέσθω ἄλλον ἀντ' αὐτοῦ καὶ ὁ ἐφαίρεθεις κρινέτω μετὰ τῶν καὶ ὡς συ|νηρημένων· εἰ δὲ μὴ θέλοι Ἀμύντας ἢ Σωτήριχος ἀντὶ τῶν ἀπογενομένων κοινῶν εἴτε | ἐνός εἴτε πλείωνων συναφαιρεῖσθαι τοὺς κοινούς τῶι θέλοντι αὐτῶν ἐφαίρεῖν, καὶ κύριοι ἐόντω οἱ καταλ[ι]πόμενοι εἴτε εἷς εἴτε πλείονες εἴεν οἱ κρινόντες, καθὼς ἐπάνω γέγραπται. Elsewhere, as in G. D. I. 1858, 169/8 B.C., the statement of judgement by three

²⁴ So too in G.D.I. 2049, end of the III Cent. B.C., without the preliminary discussion of oath.

men is much simpler, with the text stating only that judgement is to be made by three men, and that their decision is to be valid²⁵.

While there are too few of these documents with provisions for judgement of disputes to make any general statement about the judgement of complaints as a protection to the freedman, it is clear that at least in these cases, the freedman has rights not generically available to slaves. It is not only the judgement provision alone which shows this, but the fact that the manumittor and the freedman have a mutual obligation which is subject to judicial review. In G. D. I. 2072, there is mention of complaint which may be made on the one hand by the manumittor, or on the other hand by either of the freedman, and this equal right to complain indicates the freedom which has been accorded in the manumission. In G. D. I. 1832 a similar equality is shown by the right of both manumittor and freedman to control successor judges. Thus the evidence of clauses providing for judgement fits with all the other evidence thus far sifted, showing that the manumission puts the former slave in a situation in which he is protected by independent judgement against any arbitrary decisions made by his former master.

We have seen then that different clauses exist in the manumissions to provide protection to the freedman. There are clauses which provide for the right of the freedman to do as he wishes and go where he pleases, and, as we have seen, those clauses are obviated by the requirement to remain and do the orders of the manumittor. These are descriptions of the effect of manumissions, rather than effective clauses which provide for real action. So too the security clauses, which, as we have seen, may come before or after the obligation clause, and which may appear alone or in combination with the clause providing for freedom of action and motion, do not serve to determine the rights after manumission. Rather these security clauses act to describe the independence from seizure which the manumission grants. The act of emancipation gives the slave the rights of the free man, and these clauses serve to illustrate those rights.

Finally, the clauses which provide that the freedman may not be sold for punishment (effective clauses almost surely, since there are also clauses which specifically state he may be sold) and also the clauses providing for judgement in dispute, illustrate the rights which the freedman has.

It is clear then from this study of protection available to the freedman in an obligation to remain that the act of manumission is a real transition, and that the manumission makes him free, even though he has an obligation to remain with the manumittor. These clauses show that he is to be regarded as a free man and that the obligation to remain, while it does restrict him, does not make him the less free in law. The distinction in terminology in the security

²⁵ So too in G.D.I. 1874 164/3 (?) B.C.; 1689, 157/6 B.C.; 1694, 1696 and 1971 153/2-144/3 B.C.

clauses illustrate that, and the provisions for judgement and the protection against sale show that although under a significant obligation, he is in fact free.

Property and Familial Rights

There is not much discussion of the property of the freedman in the manumissions involving the obligation to remain, but what exists in these, and in other manumissions without that obligation, show that there is no difference in treatment between those manumitted with and those manumitted without obligation. The paucity of evidence makes it difficult to come to definitive conclusions, but the evidence is rather in favor of the assertion that the freedman has the full right of disposition of any property acquired during his period of obligation.

G. D. I. 1798, 168/7 B.C., the manumission of Damarchis by Theudora, firmly states the right of ownership: ὅσα | δ[έ] κα κτήσῃται Δαμαρχίς μένουσα παρὰ Θεῦ||δώραν, Δαμαρχίδος ἔστω²⁶. There are no reservations attached. The provision that the freedman departs with his property after the death of the master appears in other documents with the proviso that the property have been accumulated with the consent of the manumittor, as in Delph. 3 (3) 5, 153/2-144/3 B.C.: ἐπεὶ δέ | κά τι πάθη Κλέων, ἐλευθέρᾳ ἔστω Μουσίς καὶ ἀνέφραπτος ἀπὸ | πάντων καὶ ἀπελθέτω ἔχουσα ἃ κα κατασκευάσῃται Μουσίς συγευ|δοκέοντος Κλέωνος <ἐπεὶ κά τι πάθη Κλέων>²⁷. The construction indicates that the approval is granted during the lifetime of the manumittor, and it seems that acquisition of property required approval of the manumittor during the period of obligation, but that once property was acquired, it belonged to and could be kept by the freedman.

There is an instance of restriction on the goods of a freedman who is under obligation in G.D.I. 2202, 143/2 B.C. Here the freedman, Apollonios, may not alienate his property by gift, he may not adopt, and the manumittors inherit unless the freedman has a son: μὴ ἐξέστω δὲ Ἀπολλωνίῳ μὴ|τε δόσιν τῶν ἰδίων μηθὲν δό[μεν] μὴτε υἱοποιήσασσται || μηθὲνα, εἴ κα μὴ ἐξ αὐτοῦ γένῃται. εἴ δὲ μὴ, τὰ ὑπάρχοντα τὰ Ἀπολλωνίου, εἴ κά τι πάθηι Ἀπολλώνιος, | Βαβύλου καὶ Ἀναξανδρίδα καὶ Σωσιπάτρου* | ἔστω καὶ τῶν ἐπινόμων τῶν Βαβύλου καὶ Ἀναξανδρίδα καὶ Σωσιπάτρου ἔστω. Less complex are the provisions of G.D.I. 1696, 153/2-144/3 B.C., which makes the manumittor, Lirion, the heir of Manes, his own freedman: εἴ [δ]έ τι ἀνθρώπινον γένοιτο περὶ Μάνη, εἴ τί κα κατ[αλείπη] ὑπά[ρχον] Μάνης, Λιρίου ἔστω καὶ μὴ ἔστω ἐξουσία Μάνει διδόντι μηθὲν, τὰ κα

²⁶ Similarly G.D.I. 1874 164/3 (?) B.C., Kluta and Stratonika, if they have accumulated anything for themselves while with the manumittor, παρὰ Στρατόνικον, go off having what they have arranged.

²⁷ The same provision appears in Delph. 3 (3) 37 153/2-144/3 B.C., but with ἢ ἄλλο [ὅ]τι ἔχη added, providing a broader right.

[ἐχρη.] The provision that the manumittor be the heir of the freedman and that the freedman not alienate his property by gift is in no way restricted to manumissions involving the obligation to remain. That provision appears in a number of manumissions with no obligation, and it was seen as the rule in *Inscr. Gr. Jur*²⁸. Thus we see that the provision which forbids the freedman in obligation to alienate his goods and requires that he make his manumittor his heir has exact parallels in manumissions involving no obligation to remain. The provision can be imposed upon a freedman in either case, and it has no bearing or effect with regard to the freedom of the man under obligation. Further, it affects the property of the freedman after his death, and limits him only in respect to his right to alienate by gift his use of his property during his lifetime.

It is clear from the evidence which deals directly with the freedman's right to have, keep, and take property after release from obligation, that what he actually possesses he may use as a free man. Though the evidence is scanty, it does seem to point to full property rights for the freedman. Furthermore, even the requirement that the manumittor be named heir unless the freedman has a natural born heir implies that the freedman under obligation has the right to bequeath property²⁹.

Provisions are also made in the manumissions for children born during the period of obligation. As may be expected, these manumissions concern women, and the provision is in general that children born to them are to be free. We have already seen that G.D.I. 1798 of 168/7 B.C. provided that a female slave, Damarchis, was to have anything she might obtain while remaining with her manumittor under obligation. The manumission also provides that any children born to Damarchis during the period of obligation are to be free: ὁμοίως δὲ καὶ εἰ | γε[ν]εῖσθαι ποιήσαιο Δαμαρχίς Θευδώρας βιοῦσας καὶ μένουσα παρὰ Θευδώραν, ἐλευθέρᾳ ἔστ[ω] | καὶ ἀνεπαπτος ἂ γ[ε]νεῖσθαι καθὼς καὶ Δαμαρχίς | ἀπὸ πάντων τῶν πάντα βίον, εἴτε καὶ ἐν γένοιτο ἀ||τῶν εἴτε καὶ πλείονα παιδάρια³⁰. Later, clauses providing for the freedom of any children born to women who have been manumitted but remain in obligation differ from this in some respects; it is well to note that the later clauses do not use the expression καθὼς καὶ δεῖνα, and we can conclude from this that the term as applied

²⁸ e.g. G.D.I. 1759, 172/1 B.C.; G.D.I. 2251, 140/39 B.C. cf. *Inscr. Gr. Jur.* II p. 280 for further citations. G.D.I. 1928 and 1938, 153/2-144/3 B.C. are example of non-obligation manumissions which have the provision for the freedman departing with the possessions which he has accumulated.

²⁹ There are also instances of the freedman inheriting the property of the manumittor, as in Delph. 3 (3) 24, 153/2-144/3, and in 3 (3) 377, late I. B.C. and S.E.G. XII 248, I A.D., in which the freedman are designated cleronomoi. But these do not bear on the rights of freedman under obligation, as the obligation would terminate at the death of the manumittor.

³⁰ Similar to this is G.D.I. 2225, 140/39 B.C.

to the children does not mean that they are in obligation as their mothers, but rather that they are free as are their mothers. The later clauses specify that no one may proceed against the child, and do mention the period of obligation to remain. A typical example is Delph. 3 (3) 439, 53/2 — 39/8 B.C. Εἰ δέ τι ἔγγον(ον) [γέ]νοιτο ἐκ Θεοζένας ἐν τῷ τᾶ[ς παραμονᾶς χρόνῳ, ἐλεύθερον ἔστω καὶ μηθενὶ μηθὲν ποθῆ][κων.] and the same or a similar formula appear in a number of other documents³¹.

Some of the documents providing for the freedom of the child born during the period of obligation are more complex; most interesting is G.D.I. 2171, 84/3 — 60/59 B.C., which insists that any child be free, permits the mother to kill it if she wishes, but does not allow the mother or anyone else to sell it if she raises it: εἰ δέ τι γένοιτο ἐγ Διοκλέας | τέκνον ἐν τῷ τᾶς παραμονᾶς χρόνῳ, εἴ κα μὲν θέλῃ ἀποπνεῖξαι Διόκλεα, ἐξουσίαν ἔχέτω, εἰ δὲ θέλοι | τρέφειν, ἔστω τὸ τρεφόμενον ἐλεύθερον. εἴ κα μὴ || αὐτὸ θέλῃ, πωλῆσαι δὲ τὸ γενηθέν, μὴ ἔχέτω ἐξουσίαν | Διόκλεα μηδὲ ἄλλος μηθείς. Here the rights of the mother to do with her child as she wishes are infringed upon but the freedom of the child is strongly upheld.

Some few manumissions do infringe upon the freedom of the child; Delph. 3 (6) 39, 20—75 A.D. extends the obligation to remain to any child which may be born, and permits its sale for necessity: ‘Ὅσα δέ κα γεν(ν)ῆ Σωστράτα ἐν τῷ τᾶς παραμονᾶς χρόνῳ ἔστω|σαν ἐλεύθερα παραμείναντα ἡμεῖν, ἐκτὸς ἐὰν μὴ τι θέλωντι Ἀριστίων | καὶ Εἰσιάς πωλῆσαι πρὸς ἔνδειαν³². Even more restrictive is the provision of Delph. 3 (6) 53, 47—66 A.D., which, as we have seen in previous discussion required that the freedwoman give to the son of the manumittors a three year old child, and another child during the period of obligation. There is the additional provision that she not raise anything for herself: Μὴ ἐξέστω αὐτῇ θρέψαι ἐξ α(ὐ)τῆς κατὰ μηδένα τρόπον. This provision, while placing serious restriction upon the rights of the freedwoman, still, quite obviously, will not result in the birth of a child born into slavery during the period of obligation of a former slave.

We have seen from these documents that there is not one which states that a child born to a freedwoman is to be a slave. All the documents specify that any such child is to be free, most of the manumissions which state that propose no restrictions, and the only restriction found, and that in only two manumis-

³¹ Delph. 3 (3) 280, 296, and 318, 40 B.C. — 18 A.D.; 307, early I.A.D.; (6) 43, 20—46 A.D.; 13, 20—75 A.D.

³² Similar to this is the provision of Delph. 3 (3) 306, early I A.D., that any child born remain with the son of the manumittor, and also, though here fragmentary, apparently that the son may sell it if he wishes. There is also a manumission of 93/2—81/0 B.C., Delph. 3 (2) 129, which does not speak specifically of the freedom of the child but rather that it is to be of the man with whom the mother remains under obligation, ἔστωσαν τ[ὰ] ἔγγονα Ἄγωνος. The meaning of this is not entirely clear, but probably implies that it is to be free born.

sions, is that the child is to be in obligation and may be sold. The insistence that the child be free is carried so far in one case to the point that even the mother may not sell it.

The freedom of the children born to a freedwoman during her period of obligation reinforces the impression that during the time, even with the obligation, she is free. There are enough documents, with almost unanimity, to justify the statement that the evidence of the freeborn situation of children argues for the complete freedom granted by the original manumission. This, taken with the evidence of property, that the freedman has full property rights and right to acquire and keep property during the period of obligation, shows that he has the rights of a free man during the period of obligation. The fact that the man under obligation is subject at times to the obligation to make the manumittor his heir, as is the freedman without obligation to remain, shows that with regard to the essential freedom after manumission, there is no difference between the freedman with and the freedman without obligation to remain.

S u m m a r y

In this detailed examination of certain clauses in the manumissions from Delphi, we have been attempting to determine whether the freedman under obligation to remain with his former master can be categorized a free man, or whether the obligation creates a special servile relationship 'Between Slavery and Freedom'³³. It has been clear throughout the examination that the treatment of the clauses in the manumissions does not regard the freedman under obligation as subject to any special kind of law, but rather, clauses which appear in the manumissions with the obligation to remain are also used, in general, in manumissions without that obligation.

It was clear from the discussion of the purchase price for freedom, and then the later payment for release from obligation, that there was a clear difference between slave and freedman. The slave, as the manumissions imply, cannot have money. That is, in only one instance in the thousands of manumissions from Delphi is it stated that the slave made the payment, and elsewhere the slave 'entrusts the sale to the god'. The freedman on the other hand certainly did have the right to possess money and negotiate with it. He is named as the payor for release, and in those manumissions which provided in advance for payment for release, it was specifically stated that the freedman would make that payment. This clear distinction between slave and freedman showed that manumission, even with obligation to remain, granted full freedom to use money to the freedman, and gave him one basic right of a free man.

We saw also in the discussion of the protections given the freedman under

³³ The phrase is Westermann's above, p. 227, n. 29.

obligation that the manumissions regarded him as a free man, and that the obligation to remain did not detract from this. The protection clauses acted to describe the freedom of the man under obligation, and, as these clauses were used also in manumissions which did not have the obligation to remain, they indicate by their application that the essential freedom granted even with obligation was the same as the freedom granted by manumissions without that obligation. The clauses which provided that the freedman could not be sold as punishment, and those which made provision for independent third party judgement of disputes also illustrated the rights which a freedman has. All these clauses showed that the manumission was a complete transition from slave to free, and that even though he had obligation to remain with his master, legally he was free, and the manumissions in their treatment of various matters handled them as they would problems relating to a free man.

Finally, the third aspect of this study confirmed the evidence of the other two. The few documents which deal with the property of the freedman under obligation show that he has the right to acquire property, and keep it, and that he had the right to bequeath it as well. Obligation to bequeath property to a [former master was applied indiscriminately to [freedman manumitted with and without obligation to remain, again showing the irrelevance of that requirement to the nature of the freedom of the man with that obligation. Last, it was clear from a number of documents that the children of freedwomen with obligation to remain do not suffer with regard to their freedom. Two documents did require that the children, free, have obligation to remain, but the other documents dealing with this matter merely state that the child is to be free. In other words, the freedom granted by the manumission, even that with the obligation, is the full freedom which grants also the right to bear free-born children.

What we have said in chapters before this, that the noun *παραμονή* implies a specific legal obligation, can now be related to the manumissions, and a partial definition of that obligation can be stated. The obligation of *παραμονή* to which a freedman is subject after manumission is an obligation appropriate to a free man. The obligation requires that the person so encumbered remain with the person to whom he has that obligation, either for a specified time or for the life of that person. It is possible to purchase release from obligation, or it may be granted freely. This obligation is, however, imposed upon a man as free. None of the normal rights of a free man are removed; he has property rights and the right to have freeborn children; he is protected from arbitrary arrest and may not be enslaved while performing the obligation. Enslavement might come, but not as punishment, but rather by cancellation of the original manumission. That is, the original grant of freedom must be removed.

While it is true that a freedman's freedom of movement and choice of work are restricted, those restrictions, as we shall see subsequently, do not abrogate

the essential attributes of freedom. All other attributes of freedom he has, and a manumitted slave, under obligation to remain with a former master, is a free man.

Chapter V

OTHER MANUMISSIONS

Although there are manumissions from many places in Greece besides Delphi, no single site provides even a fraction of the material we have from Delphi, and even in aggregate, the material does not even compare to that of Delphi. Nevertheless, an examination of the material of other sites produces confirmatory evidence, and even some limited additional information. In the examination of this material, although it would be more convenient to present the manumissions place by place, the paucity of material forces us to examine all the material at once, fitting it into the categories of study which we used in the the examination of the Delphi manumissions; that is, we shall see which manumissions give us information about the payor of the manumission price, which produce evidence about protection granted to the freedman, and which inform us about the property and familial rights.

The Payment for Manumission and Release

In the discussion of the payment for manumission, we saw that G.D.I. 2071, 178/7 B.C., actually identified the slave as payor, using the term *καταβεβληκυῖαν*.¹ This formula is unique at Delphi, and until recently, was not attested elsewhere². There has come to light now a manumission of 235 B.C., from Beroea in Macedonia, S.E.G. XII 314, which uses the same verb with the slave as subject. The document is important enough to quote almost in entirety, as we will have occasion to refer to it again in other sections.

Τύχηι Ἀγαθῆι | Βασιλεύοντος Δημητρίου ἐβδόμου καὶ εἰκοσ|τοῦ ἔτους, μηνὸς Περιτίου. Ἐφὶ ἱερέως Ἀπολλωνίδου τοῦ Γλαυκίου κατέβαλον ἐπ' ἐλευθερίαι Κόσμος, || Μαρσύας, Ὀρτυξ Ἀττίναι Ἀλκέτου αὐτοὶ ὑπὲρ αὐτῶν | καὶ τῶν γυναικῶν Ἀρνίου, Γλαύκας, Χλιδάνης, | καὶ τῶν παιδίων, τῶν τε νῶν ὄντων καὶ ἂν τινα ὕστερο[ν] | ἐπιγένηται, καὶ τῶν ὑπαρχόντων αὐτοῖς πάντων, ἐκάσ|του χρυσοῦς πεντήκοντα· καὶ Σπαζᾶτις ὑπὲρ αὐ|τῆς καὶ τῶν ὑπαρχόντων κατέβαλεν χρυσοῦς | εἰκοσιπέντε· Παραμείνασιν δὲ αὐτοῖς παρὰ | Ἀττίναι ἕως ἂν Ἀττίνας ζῆι καὶ πο<ι>οῦσιν ὅ τι ἂν Ἀτ|τίνας προστασση<ι>, παθόν<τος> δὲ Ἀττίνα ἐξέστω ἀπιείνα[ι] | οὗ ἂν βούλωνται. Μὴ ἐξέστω δὲ Ἀλκέται μηδὲ τῆι Ἀλ|κέτα γυναικὶ μηδὲ τῶν

¹ See above, p. 267.

² The verb is used in some manumissions from Chaeronea, but in a different context. It appears as a third person singular aorist at the end of the manumission, and refers to the payment of the manumission tax, with the manumittor as subject, in I.G. VII 3303, 3339, 3344, 3398. In I.G.VII 3354, using slightly different formulae, the slave, as subject of the verb, pays the tax.

Ἄλκῆτα ἐγγόνων μῆδὲ Λαρέ|ται ἐφάψεσθαι τούτων μῆδὲ τῶν γυναικῶν μῆδὲ | τῶν παιδίων μῆδὲ {ἀ} Σπαζάτιος μῆδὲ ἄγειν εἰς δουλείαν μῆδὲ τῶν ὑπαρχόντων αὐτοῖς παρελέσθαι μῆδὲν | [παρ]ευρέσει μῆδεμιᾷ μῆδὲ ἄλλωι ὑπὲρ τούτων. [ε]ἰ δὲ μῆ, || ἐλεύθεροί τε ἔστωσαν καὶ ὁ ἄγων δουλείαν ἀπ[ο]τ[ι]ν[ε]ῖω | καθ' ἕκαστον ἐν σῶμα χρυσοῦς ἑκατὸν καὶ τῶι βασιλε[ῖ] | ἄλλους ἑκατὸν ὑπὲρ ἑκάστου σώματος. Καὶ ἂν τ[ι]ς ἐ[κ] τ[ῶ]ν | ὑπαρχόντων αὐτοῖς παρέλῃται, ἀποτινέτω τὴν ἀξί|αν διπλῆν οὗ ἂν πα[ρέ]λῃται ἀτ[ύ]ζω|ν. [Ἄν δὲ] μῆ τ[αρ]αμὲν[ω]||σι μῆδὲ ποιῶσιν ὁ τ[ι]ς ἂν Ἄτ[τ]ίνας [προ]στάσση<ι> καὶ αὐτοὶ καὶ [αἰ] | γυναῖκες κα[ὶ] τ[ὰ] [παιδία] ἕως ἂν Ἄτ[τ]ίνας [ζῆ]ι τ[ῶ]ι μῆ πο[ι]οῦ[ν]τι ἄκυρος ἔστω ἢ ἐλ[ε]υ[θε]ρί[α]. The remainder of the inscription is fragmentary, and fortunately does not seem relevant to our discussion.

We see from this inscription that the three male slaves make the payment themselves for themselves, their wives, and their children, and that the female pays on her own behalf³. This manumission confirms what we learned from the Delphi manumissions, that it was the slave who paid the price of his manumission. It also provides an explanation for the one exceptional manumission from Delphi which also uses the verb καταβάλλειν. We saw that in the Delphi manumission, the slave was the payor, and also that in the agreement was the condition that the slave accompany the master to Macedonia. The master, one Asandros the son of Menander was identified as a Beroean. Clearly the new inscription from Beroea uses the appropriate Beroean formula, or at least a formula known and accepted there, in stating that the slaves pay and in using the verb καταβάλλειν, and it also must be the case that the Delphi manumission in using that verb represents Asander's attempt in a manumission made at Delphi to use terms appropriate to Beroea. We have evidence then that at Beroea it was customary to state baldly that the slave made the payment for freedom, and a modification of that formula, so stating, was acceptable at Delphi, where, though it was not customary to admit that the slave could dispose of funds, such was indeed the case.

Beroea is unusual. As at Delphi, where it was necessary to reconstruct from formulae the fact that the slave was in fact the payor for manumission, so elsewhere in Greece we do not find the direct statement that the slave has purchased freedom. The manumission closest to such a statement is S.I.G. 1208, of the second century B.C. from Thespis. In this manumission, one Kallippos manumits Philonidas on the condition that she remain with him as long as he lives; this is followed by³ security clauses and the statement that Philonidas has rights to property. The inscription concludes with the statement: δῶσε | δὲ κῆ Περσίδι ἑκατὸν δραχμᾶ[ς]. The two preceding sentences, stating that Philonidas had sworn an oath and was to depart with her property, has shown Philo-

³ For a discussion of the security clauses and property rights in this manumission see below. p. 289 and 290.

nidas as subject of the verbs, and presumably continuing along in context, she is also subject of the verb in this sentence. It is not clear who the Persis of the sentence is; presumably the wife or daughter of the manumittor. Again, we are not sure what the hundred drachmas represents, but since the verb is in the aorist, the gift antedates the manumission, and probably is to be interpreted as the price for manumission.

Other documents give further information about payment by slaves or freedman. Two inscriptions from Tithora substantiate payment by freedmen for final release. I.G. IX 1, 189, of about 100 A.D. is a standard sale manumission like those of Delphi, with the security clauses preceding the statement of obligation. The price named is 5 mnas, and the manumittor agrees that he has the price. There is a provision for payment if the freedman chooses not to remain: *εἰ δὲ μὴ παραμείνη Λάμπρωνι, ἀποτεισάτω ἀργυρίου πλάτη ἑβδομήκοντα, καὶ ἀγώγιμος ἔστω ποτὶ τὸ γεγραμμένον ἐπιτίμιον*. This is like the clauses providing for early release which we noted in the discussion of the Delphi manumissions, and like those, shows that the freedman is the payor for his own release from obligation. Another manumission from Tithora, I.G. IX 1 193, with obligation to remain for the life of the manumittor, requires that the freedman raise and give to the son of the manumittor a two year old child, or 200 denarii. This document is like those from Delphi, in which, with no provision for early release, the child given to the children of the manumittor stood in lieu of payment in cash to the manumittor's children when the freedman was finally released from obligation at the death of the manumittor⁴. Both these documents then support the evidence of the Delphi manumissions that it is the freedman who makes payment for his final release from obligation.

Additional evidence about payment for release from obligation comes from the manumissions from Calymna. These manumissions will be discussed in a subsequent section⁵ and we will limit ourselves here to noting the evidence for payment for release. All the Calymna manumissions date to the reigns of Tiberius and Claudius, so the dates of inscriptions discussed will not be given separately.

A number of manumissions from Calymna provide for payment by the freedman for early release from the obligation to remain with the former master. Number 168 provides that the freedman has the alternative of remaining or paying 300 denarii: *παραμενεῖ δὲ τῆ φύσει μη|τρι Ἀκτῆ τὸν τᾶς ζωᾶς αὐτῆς χρόνον, ἢ ἀποδώσει αὐτῆ δη(άρια) ᾄ*. In a slightly different formula, 153 makes provision for paying 200 denarii, if the editor's correction is right: *ἐάν] δὲ μὴ παραμείνη, | δῶσ[ει] μὲν ἀναφορὰν | δη(νάρια)<□>*⁶. There is also provision

⁴ See above, p. 262 f.

⁵ See below, p. 291 ff.

⁶ So too, in a similar formula, with extensive restoration, 152, from which the sum is lost

for payment for each day that the freedman does not remain, as in number 176a: ἐὰν δὲ μὴ [παρამείνη], | ἀποδώσει ἐκάστης ἡμέρας ἄτσαρι(α) Δ⁷.

There is also, in number 154, provision for payment upon the death of the manumittor: [με]|τᾶ δὲ τὰν μεταλλαγὰν αὐτοῦ, δώσι Φιλα[ίωνι] | δην(άρια) ---. All these documents substantiate what we have seen in manumissions from other Greek cities. The freedman himself actually pays the funds required for early release. Unfortunately, we do not have, at Calymna, the evidence that other sites provide about the price for the original manumission. We can at least say, however, in view of the absence of evidence, that nothing at Calymna contradicts what appears to be the case elsewhere, that the slave made the payment for his own manumission.

We have seen then that there is substantiation for the conclusion which we drew from the Delphi manumissions, that the slave paid for his own manumission, in general, and that the freedman paid for his own final release. The Beroea manumission was a clear case of the statement that the slave paid for manumission, and the Thespii inscription, with the statement that the slave gave 100 drachmas, implied the same. The evidence is limited, as it is also with regard to payment by freedmen for final release, but there too, such evidence as exists in the manumissions from Tithora and Calymna which we have discussed substantiates the conclusion we drew from the manumissions at Delphi that the freedman paid the cost of his own final release.

Protection for the Freedman During the Period of Obligation

In the discussion of the protection clauses in the Delphi manumissions, we saw that the clauses which provided the right to the freedman to do as he wished and go where he pleased, as well as the clauses which provided for the security of the sale, were included in the manumissions to describe the act of manumission, rather than to provide in each case specific rights. In seeking for parallels to this practice elsewhere, we again find the evidence scanty.

We find the examples of security clauses both preceding and following the statement of obligation in manumissions from Phocis, as we found them at Delphi, and the formulae of Phocis inscriptions are in general like those of Delphi. The security clauses precede in I.G. IX 66, a manumission of the second century B.C. from Daulis. The inscription dedicates to Athena Polias a number of slaves who are named, and this is followed by the statement that all the slaves are to be free, and this by the security clauses: μὴ καταδουλιζάσσο δὲ μηθεὶς τούτους, οὓς ἀνέθηκε Κάλλων καὶ Δαμ[ῶ τᾶ] | Ἀθάνᾳ τᾶ Πολιάδι, μηδὲ καθ' ὁποῖον τρόπον. εἰ δὲ τις καταδουλιζοι[το] οὓς ἀνατεθέκαντι Κάλλων καὶ Δαμῶ [ῆ] τὰ ὑπάρχοντα τούτων [ῆ τ]ᾶ γενόμενα τέ[κ]να ἐκ τούτων <ῆ τὰ γενόμενα

⁷ The same figure of 4 asses is found in 206; in 207 the figure is 3; and in 171 and 179 is lost.

τέ[κ]να ἐκ τούτων), ἔσ|τωσαν ἐλεύθεροι. ἐξέστω (δὲ) τῷ θέλοντι προῖστασθαι Φοκέων ἀνυπ[ο]δίκω ἐόντι καὶ ἀνυπευθύνω πάσας δίκας καὶ ζαμίας (εἰ δέ τις ἐπιλαμβάνοιτο) ἢ καταδουλί[[ζ]οιτο — ἢ αὐτοὺς ἢ τὰ ἐκ τούτων — τοὺς ἀνατεθεμένους ὑπὸ Κάλλωνος | καὶ Δαμῶς, ἀποτεισάτω τᾶ[ι] Ἀθάνα καὶ τῷ προστάντι ὑπὲρ τοὺς ἀνατεθεμένους καθ' ἕκαστον ἀργυρίου μναῖς δέκα, καὶ τὸ μὲν ἡμισον ἔσσω | τᾶς Ἀθάνας, τὸ δὲ ἡμισον ἔσσω τοῦ προστάντος. This is followed by the statement of obligation⁸. Also found in the Phocian manumissions as at Delphi is the insertion of the security clauses after the statement of obligation. When the clauses follow the statement of obligation rather than precede it, they follow the same formulae, and we can draw the same conclusions from them as we did for those at Delphi, that the location of the formulae in the document do not effect the role played by these formulae. They are part of upon the manumission as a whole, and they are found in manumissions without obligation to remain, as well as those with the obligation⁹.

In Boeotia too there are security clauses, and where they exist they almost always follow the statement of obligation. The formula for Chaeronea is μὴ προσήκουσαν μηθενὶ | μηθέν, as it stands in I.G. VII 3321, of the second century B.C., and as it is restored in I.G. VII 3381, of the same date. More complex are the formulae of Lebadea, as in I.G. VII 3083, probably of the second century B.C.: μεὶ ποθίκων με|θενὶ μειθέν. μεὶ ἐσσεῖμε|ν δὲ καταδουλίττασθη | Ἀνδρικὸν μειθενί, or I.G. VII 3085: μὴ προσή[κοντα] | μηδενὶ μηδέν· ἐὰν δέ] τις ἀντιποιῆται Σωκρ[άτους] | ἢ ἄλλο ὅτιοῦν ἀδικῆ], ὑπερδικε[ι]τ|ωσαν καὶ προ[ιστά]σθωσαν οἱ τε ἱερεῖς καὶ οἱ ἐ|ράραρχαι οἱ ἀεὶ ἀντιτυνχά[νοντες] | καὶ αὐτὸς Κι.....ἀ|νυπόδικος ὢν. Here too the security clauses follow the statement of obligation, as they do at Thisbe, where again, as in I.G. VII 2228, the formula is short: μεὶ ἐσσεῖμεν δὲ ἀδικεῖ|ση μειθενί. Finally, in a second century B.C. manumission from Thespii, S.I.G. 1208, the security clause is quite different, ὅστις δέ κα ἀδ|ικέδε Φιλωνίδην παρὰ τὰ Κάλλιππος ἐν τῇ στάλῃ γέγραφε, τόν τε Ἀσκληπιὸν κή τὼς ἄλλως θεῶς ἐπιτινε... but it comes after the statement of obligation.

In Boeotia, as elsewhere, the decision whether or not to use the security clauses seem to be arbitrary. As we have seen, they are used in some of the manumissions and not in others, without affecting the rest of the manumission. So too in manumissions without obligation; in some the security clauses are not used, while they do appear in others¹⁰. Since they are used, or not, in both

⁸ Similar provisions appear in I.G. IX 1 189, early II A.D., from Tithora. In I.G. IX 1 192 and 194, early II A.D., also from Tithora, the security clauses also precede the statement of obligation, but do not refer to the property of the freedman. Another inscription, from Stiris, of the first half of the second cent. B.C., I.G. IX 1 42 uses a security clause before the statement of obligation, which is in turn followed by other security clauses.

⁹ The security clauses appear after the statement of obligation in I.G. IX 1 39, from Stiris, early II B.C. 36, Stiris, first half of II B.C., 86 Hyampolis, 98-117 A.D.; 190 and 193, Tithora, early II A.D.

¹⁰ See I.G. VII 3329, 3345, 3350, 3357, 3362, 3367, 3394, all II B.C.

manumissions with and without obligation, it is clear that they do not reinforce the manumission in either case. Since they are not effective clauses, we must conclude that in Boeotia, as at Delphi, the security clauses could only have served to describe the act of manumission, not to delineate it.

We also see the security clauses in the Beroea manumission, S.E.G. XII 314, quoted at the beginning of this chapter. The security clauses in this document follow the statement of obligation, and like some of the security clauses from manumissions of Phocis, the protection described extends to the goods as well as to the persons of the freedmen. The security provisions are, briefly, that no one is to seize or bring into slavery any of the manumitted, nor to take any of their property, on any pretext, on pain of penalty. Without more material to compare this manumission with, it is difficult to be absolutely certain that the security clauses here too are exemplars merely of the meaning of the manumission. However, in view of the fact that the provisions of the security clauses are much like the provisions of security clauses elsewhere, it would be dangerous to argue from the Beroea clauses that there they represent an absolute protection to the freedman under obligation, while elsewhere they do not. Nothing in the Beroea manumission permits us to assume that the clauses there are handled differently from the manner of handling elsewhere.

We can conclude this second part of the examination of manumissions from sites in various parts of Greece with the same statement which applied to the first: there is substantiation for the conclusion which we drew from the Delphi manumissions. The security clauses do not serve as effective clauses which determine by their presence in the manumissions what rights are to be available to the freedman. The security clauses, by stating in the manumissions certain protections which are available generically to a free man, serve to describe the effect of the manumission, emphasizing by their presence that the act of manumission is a real transition from slave to free man, but not restricting the nature of this grant of freedom when they are absent. Throughout Greece, as well as at Delphi, the security clauses show that the former slave is to be regarded as a free man and the presence of these clauses in manumissions with the obligation to remain shows that the obligation does not change that freedom in law.

Property and Familial Rights

Discussion of the property rights of freedmen under obligation appears in two connections in the manumissions, in describing these rights themselves in connection with the manumission, and with regard to security clauses which caution against interfering with the property of the freedman. A manumission from Thespii, S.I.G. 1208 dated to the second century B.C. is an example of the first group. The document states that the freed slave, Philonida, is to remain

with the manumittor while he lives. The statement about property is: ἐλευθερος || ἀποτρεχέτω λαβὼν τὰ σκεύη| τὰ κατὰ τὴν τέχνην. This cannot be cited as clear proof that the freedman has property rights, but it does imply recognition of some rights to property¹¹.

The best evidence comes from the Beroea manumission, S.E.G. XII 314 of 235 B.C. cited above on page 204f. This document, in which the statement is made that the slaves made the payment for manumission, includes in the manumission also the property of the slaves. That is, the payment is made not only on behalf of the slaves, their wives, and their children, but on behalf of their property too; the property also is freed. This is a clear indication that the property of the freedman becomes his, by manumission, and what before manumission belonged to the master in law, became the property of the freedman after manumission.

That the property of the freedman was his own is further shown by the manumitory security clauses. In the Beroea manumission, the usual statement of security to the freedman includes his goods, from which no one may take anything. So too in I.G. IX 1 66 a manumission of the second century B.C. from Daulis, the property of the freedmen is included under the umbrella of protection of the security clauses: εἰ δὲ τις καταδουλίξει|[το] οὐς ἀνατεθήκαντι Κάλλων καὶ Δαμῶ [ἢ] τὰ ὑπάρχοντα τούτ[ων | ἢ τ]ὰ γενόμενα τέ[κ]να ἐκ τούτων¹².

The evidence of the manumissions which do not come from Delphi have made it possible for us to reinforce the conclusion we drew from the Delphi manumissions; that is, the freedman has the right to accumulate property and hold it in his own name, and in fact these non-Delphian manumissions make it possible to carry our conclusions further. We see that the goods of the slave, accumulated during his period of slavery, are specifically released to him by manumission, and it is clear from this that the goods of the freedman are his to deal with as he chooses. This conclusion is reinforced by the information we derive from the security clauses which, in their description of the meaning of manumission include the goods of the freedman as part of the concept of freedom. Added to all this, we have in these manumissions as at Delphi the evidence that the freedman is legally competent to pay for his own final release, while, except at Beroea, there is no admission of payment by the slave for manumission. This too is proof of the right of the freedman to possess and dispose of property.

¹¹ A little clearer, if correctly restored, is S.E.G. XVI 359, Phycus, middle II B.C. which provides for the freedman remaining with the manumittor, then the manumittor's son until he marries, after which [ἀποτρεχέτω ... ας ἔχων πάντα τὰ] ὑπάρχοντα. If the restoration is correct, there is clear implication that the freedman may acquire property.

¹² The property is also included in the security clauses of I.G. IX 1 189, II A.D., in a different formula μή|τε αὐτὸν μήτε ἄ κα ἔχη.

In examining the manumissions for evidence about treatment of the family affairs of freedmen, the information is extremely scanty. Apart from the Beroea manumission, which manumits children both living at the time of manumission and any born later¹³, there seems to be only one manumission to confirm the freedom of the children born during the period of remaining. This is I.G. VII 3377, from Chaeronea, of the second century B.C.: εἰ δὲ καὶ γεννάσει Σουρίνα ἔτι ζώσας Παρθένας, | ἔστω τὸ γενόμενον ἐλεύθερον.

There is evidence for other practice. I.G. VII 3322, also from Chaeronea, provides for the manumission of two female slaves, and the child of one of them, with the requirement that they remain with the mother of the manumittor. It also provides that any offspring born to them in the time of the period of remaining are to be slaves of the mother of the manumittor: τὰ δὲ γεννηθέντα ἐξ αὐτῶν ἐν τῷ τῆς | παραμονῆς χρόνῳ ἔστωσαν | δοῦλα Δεξιπίπας τῆς Ἀθανίου. The evidence about the freedom of children born to a freedman under obligation is very limited; more documents argue for freedom, but there are so few all together that we must simply admit contradictory disposition of children. That one document specifically states that children born shall be slaves goes further than any of the obligations imposed by Delphi manumissions upon children born during the period of remaining. At Delphi there was no statement that such children were to be slaves, although two manumissions which required that children be under obligation stated that they might be sold.

Except for the single manumission providing that children born during the period of obligation were to be slaves, the evidence of the manumissions from cities apart from Delphi agrees with the evidence of the Delphi manumissions, that the property of the freedman was his own to keep and dispose of as he chose; he could even retain as a freedman such property as he had when manumitted. In general, the children of freedmen under obligation were born free, and this, taken with the property rights of the freedman, points to the complete legal freedom granted by the manumission. The evidence, taken all together, shows that the rights of the freedman under obligation to possess and use property are the same as the rights of the freedman with no obligation.

THE CALYMNA MANUMISSIONS

From the discussion of the manumissions of Delphi and of other Greek sites, it is clear that the obligation to remain after manumission is not necessarily

¹³ This same provision may be implied in I.G. IX 2 1290, from Pythium, a manumission of Philomene and her child, which states after naming Philomene and the child, that after the death of the manumittor she and her children, plural, are free. The word for offspring is almost completely restored, and the fragmentary nature of the manumission makes conclusions unreliable.

part of the manumission procedure; it is an option. This is the general Greek situation, but there is evidence that at least at Calymna, in the first century A.D., a different situation prevailed, and that there the obligation to remain, along with the obligation to raise a child for the manumittor, was automatically a condition of manumission according to the laws of the state. This is clear from Segré's careful discussion of the problem.

In the introduction to the collection of manumissions among the inscriptions from Calymna, Segré pointed out the phrase *κατὰ τοὺς ἀπελευθερωτικούς νόμους* which pertained to the terms of manumission, and also noted that manumissions which did not use that phrase stated that the freedman was to remain with the manumittor and provide him with a young child¹⁴. He argued in this discussion that the phrase *κατὰ τοὺς ἀπελευθερωτικούς νόμους* must refer to the other two provisions: *Illa igitur formula brevius significantur eadem officia, quae in ceteris titulis aperte praescribuntur, id est παραμονή* usque ad patroni mortem ut eadem officia perficiat, quibus servus antea functus sit, et puerum bimum patrono nutriat. Segré substantiated his conclusion that the phrase did in fact refer to these two obligations by showing that in no manumission which used this phrase was there mention of the two conditions, except in one document. Inscr. Cal. 176, and even there, the mentioned requirement to raise children was not for the benefit of the master. Segré concluded that since the expressions were interchangeable, we must conclude that the laws of Calymna which governed manumission must have provided for the raising of the children to be given over to the manumittors, and which interests us, the laws governing manumission also must have provided for the *παραμονή* regularly to be a condition of manumission.

That the obligation to remain with the former master is a regular condition of manumission does set the Calymna manumission procedure apart from the rest of Greece, but the effect of this manumission does not change the conclusions we have reached about manumission, *paramone*, and freedmen in other cities. We have already seen that the Calymna manumissions are in accord with those from the rest of Greece in the matter of payment, in that we have seen that at Calymna as elsewhere the freedman himself pays for his own release from obligation¹⁵.

We can also see that the manumissions of Calymna, even with the obligation to remain and the requirement that a child be provided, are absolute manumissions, and the evidence for this is even clearer than that for the Delphi manumissions. In the first place, we have already seen the evidence that it is possible for the freedmen placed under obligation to pay off their obligations by either paying large sums for complete release, or by paying a few asses for each day

¹⁴ Inscr. Cal., p. 175 ff.

¹⁵ See above, p. 286f.

they are not present. It is clear from this that the freedmen can possess money, but even more important, it signifies that there exists under the Calymna system the option of paying off the obligation completely or by days, and the choice is clearly at the discretion of the freedman. Not all of the manumissions permit this by any means, but there are enough which do, or which permit the substitution of a money payment for furnishing a child, to establish that it is acceptable in this system to grant to the freedman certain discretionary power over the fulfilment of his obligation¹⁶.

The second, and more important, reason for accepting these manumissions as absolute, and more clearly so than the Delphi manumissions, is that they provide no recourse to the manumittor in the event that the freedman fails to live up to his obligation. At least the Delphi manumissions provide him with certain rights of punishment, and have provisions for the invalidation of the manumissions under certain circumstances. Here, the manumission states that the former master frees his slave, places certain obligations upon the freedman, gives no enforcement rights to the manumittor, and any options which do exist belong to the freedman¹⁷.

So we have seen that although the Calymna manumissions demonstrate a manumission procedure in which certain obligations fall automatically upon the freedman as conditions of manumission, they are no different from the manumissions from other sites in Greece in that the freedom granted by these manumissions is not a deferred or reduced freedom, but a full freedom granted by what is apparently irrevocable manumission. It is also possible, in many if not all cases, for the freedman to terminate by payment at his own option, any conditions to which he is obligated under the laws of Calymna.

S u m m a r y

It is clear from the examination of manumissions made in cities throughout Greece that the effect of obligation is essentially the same everywhere as it is at Delphi. Everywhere the slave is the payor for his own freedom, and also

¹⁶ For examples, see above, p. 286 f. Documents which have provision for paying off the obligation to remain, in full, are: 152, 153, 168; those permitting payment for absence by day are: 171, 176a, 179, 206, 207; of these, 176a and 179 also provide for paying off the obligation to give a child, and this is also found in 174, 175, 176b, 183, 184, 187b, 197.

¹⁷ If it should be argued that the lack of enforcement rights shows, that these manumissions 'according to the laws' do not really free the slaves, but that the *paramone* 'defers' the manumission until the death of the master, who retains all his rights over his slave, one could answer so perverse an allegation by pointing out that (a) the manumission clearly states he is free, (b) the existence of payment for release shows that the man is free and can negotiate with money, and (c) that two manumissions, 193 and 194 give the freedman the right *ἐσπλεῖν ἐκπλεῖν ἀνεπικωλύτως*, hardly appropriate for a fictitious or deferred manumission. Further, the material discussed in Segré's discussion of *μηδενὸς ἀπελεύθερος* (Inscr. Cal., p. 179 f) shows the intention to grant freedom, not preserve slavery.

the freedman for release from obligation. The security clauses which appear in manumissions serve to demonstrate by their statements of protection that the grant of freedom as a legal right is complete. Finally, the rights of the freedman to property and the right to bear freeborn children are not affected in general by the obligation to remain with the manumittor. Delphi, which provides the mass of evidence to support these conclusions, is, so far as we can see from manumissions elsewhere, no different in law from the rest of Greece.

A number of conclusions about the practice of requiring manumitted slaves to remain with the former master can be made from the evidence of the manumissions. In the first place, it is quite clear from the prevalence of manumissions which do not have this requirement that it is not a regular part of the manumission procedure (except at Calymna), but is a matter apart, to be made part of the arrangements for manumission when the presence and services of the slave, now as freedman, seem desirable to the manumittor. That the relationship established by the obligation to remain is not a permanent relationship between freedman and manumittor, a relationship inherent in the situation of a former slave's obligation to his master, is made clear not only by the fact that by no means all the manumissions have this provision, but also by the fact that a number of the manumissions with obligation state that this obligation is to run for only a limited number of years. There are also those manumissions which provide for early release from the obligation upon payment of a sum to the manumittor. These two aspects of the situation, that the relationship may terminate at the expiration of a stipulated number of years, or that it may be terminated in certain cases, at the option of the freedman, upon payment by the freedman, show that there is nothing inherent in the relationship between freedman and manumittor which creates the obligation. The obligation may be imposed upon the freedman, but it is not imposed by the law or act of manumission, and a man may be manumitted without it.

Nor does the obligation affect the legal situation created by the instrument of manumission. When a man is freed, he is freed. In examining the clauses which bear upon payment for manumission and final release, upon security of the freedman from re-enslavement and upon the property and familial rights of the freedman, we have seen that the obligation to remain does not change the legal freedom granted by manumission. We have seen that certain provisions of the manumissions apply to those freed with, and those freed without, obligation to remain, as, for example, both are often required to make the manumittor heir.

The obligation then has not to do with slavery, but with freedom. That is, it is not relevant to speak of *παραμονή* with respect to slaves, but with respect to free men. It is an obligation which makes sense only with respect to free men and in the subtle un verbalized concepts which lie behind the legal formalisms, the *παραμονή* provision is something which is envisaged as negotiated with

a free man, after he has been manumitted, and it is for that reason that the law permits the re-negotiation by the freedman by payment for early release.

At the beginning of the discussion of manumission in Chapter IV we asked whether the freedman's newly gained freedom was reduced by the obligation, and whether even though subject to the obligation he was a free man. We have been able to answer both: his legal freedom was not reduced, and he was a free man. The discussions of manumission and obligation have made it possible for us to see even more than this about Greek manumission, and it is well to make such observations as are now possible while the evidence is before us.

Since the obligation to remain with the manumittor and to obey his orders is not automatic with manumission, Greek manumission is absolute. The provisions of manumissions that the freedman may go where he wishes and do as he pleases are the description of the freedman's privileges. In any discussion of the rights and privileges of freedmen in Greek law, we must accept the fact that in the Greek concept of manumission, the former master has no rights or jurisdiction over his freedman. It is precisely because there are no inherent obligations of a freedman to his former master that many manumittors felt the desirability of imposing obligations upon former slaves, just freed.

Furthermore, we have argued that manumissions with obligation to remain use formulae describing freedom in the same way that manumissions without obligation use them, and that this proves that the obligation does not impinge upon the legal concept of what constitutes freedom. By showing that all other attributes of freedom exist to the man under obligation, and by demonstrating that all formulae, guarantees, and concepts applied to freedmen without obligation are also used with respect to those with obligation, and showing that this obligation does not reduce the legal freedom granted by manumission, we can see better just what does constitute legal freedom.

Legal freedom in Greece is essentially a concept of property. The sole meaning of freedom is that a man has jurisdiction over his property and family, and the concept of manumission is the concept of change of property; a man no longer is property, but has it. A man's activities can be limited by restrictions, and he can be subject to burdensome obligation, and these matters do not affect his freedom. If a man can own property, he is free, and if he is free, he can own property. That is the meaning of manumission.

CHAPTER VI

THE POPYRI

In the discussion of the legal significance of the obligation to remain, we have thus far been limited by the nature of the evidence to examining its implications for slavery and manumission. The inscriptions yield information only about this. When we turn to the popyri, however, we have a much wider appli-

cation of the obligation before us. The papyrological evidence, which in most matters throws light on many different areas of activity, private and public, here extends beyond the epigraphical evidence to a number of applications of this obligation besides that to manumission.

Manumission

Since we have been examining the evidence with relation to manumission, we may as well begin our study of the papyri with those documents bearing on that matter. Before turning to the documents however, it will be well to review briefly what we have learned about the usage of the verb *παραμένειν* and the noun *παραμονή*. We saw in the discussion of literary and documentary usage that the verb did not have a technical meaning, while the noun was never used until the Hellenistic Period, and that the use of the noun was always technical, with the meaning of a specific legal obligation to remain with another person. It is worth noting now, after the discussion of the manumissions from Delphi and elsewhere, that in general the manumissions themselves use the verbale construction in setting up the obligation; the obligation itself is not usually referred to in the manumission itself, but is referred to in the release from obligation, in which context the noun is used. We have been careful to distinguish between technical and non technical use in order to understand the use of terms; by non technical, we mean usage fully analogical both syntactically and conceptually to literary uses in non legal contexts, and by technical we mean usage which stands syntactically separate, and which expresses in a single term a concept of some complexity. For the purpose of discussions of law, it does not matter if the technical word is not used in the document setting up the legal situation, so long as we know that this situation is in fact the subject of discussion in the document. We have thus been able to discuss the legal obligation to remain in which the technical term was not used, because we know that the document does indeed set up that legal obligation.

With this application of terminology in mind, we are able to use the evidence of those documents among the papyri which speak directly of this obligation with the technical substantive use, and also those which clearly deal with the legal situation to which the noun applies. It is essentially the latter use which we find in the papyri bearing on manumission with obligation to remain. Just as the manumissions from Greece generally used the verb to establish the obligation, so all examples in the papyri from Egypt use the verb. The only evidence comes from testamentary manumissions and there is only one clear cut and certain case. That is P.S.I. 1263, a fragmentary will of the second century A.D. from Oxyrhynchus. The beginning of the document is lost, and the extant portion begins with a discussion of the disposition of one Tausiris and her daughter Stephanous, who, as we learn later in the will, were slaves of the testator.

Tausiris seems to be provided with support, and we see from the end of the document that both she and her daughter are freed. It is the grant of freedom to the daughter that bears on our discussion: *καὶ ἀφ' οὗ ἐὰν τελευτήσω παραμενεῖ ἡλευθερουμένη Στεφανοῦς τῇ προγεγραμμένῃ μου | [θυγατρίδῃ] Σινθεῦτι ἐφ' ὅσον ζῆ ἢ Σινθεῦς ὑπερετούσα αὐτῇ τρεφομένην καὶ ἱματιζομένην ὑπ' αὐτῆς τῆς θυγατρίδος μου Σινθεῦτος.* This is a clear case of an obligation imposed upon a freedwoman to remain with someone after manumission¹. The manumitter has imposed upon his manumitted slave the obligation to remain with his granddaughter as long as she lives, and this obligation is directly analogous to the obligations to remain with the children of manumitters imposed by manumissions from Greece.

Surety

This document does confirm the practice of imposing the obligation to remain upon freedmen. Other documents show that this obligation existed for others besides freedmen. A number of documents deal with the obligation to remain in connection with sureties, and in this group we find use of the technical term, the noun. In P. Cair. Zen. 59421 we find discussion of the practice of accepting sureties for remaining in a request from Dionysios the corn-measurer to Zenon. Dionysios is in difficulties, and asks Zenon to examine the case, or, more interesting to us, to order Artemidoros to accept sureties for his presence: *Ἄρ[τε]μιδώρῳ | [συ]ν[τ] [ἀξ]αι ἐγγύους λαβεῖν παρα[μονῆς ἕως] ἂν Ἀπολλώνιος παραγένηται καὶ | [περὶ τούτ]ων ἐπισκέψηται.* The fact that Dionysios is to be subject to the obligation to remain, if his request is answered, shows that the concept of this obligation permits its application, not only to freedmen, but to officials, and other documents support the evidence of this². We also have an actual contract

¹ It is useful to compare this will with others of the Ptolemaic period which also use the verb *παραμένειν*. P. Petr. III 2, 238/7 B.C., the will of Dion of Heraclea, manumits the slave Melainis and her son Ammonios *ἐὰμ μοι παραμείνω[σιν ἕως] ἂν ἐγὼ ζῶι*, and this same kind of provision exists in another will, of Menippos, probably of the same year, P. Petr. I 16: *ἵτα ὄντας παιδιά ἐὰμ μοι παραμείνωσιν ἕως ἂν ἐγὼ ζῶι*. Since the verb here speaks of remaining during the lifetime of the testator, and therefore before the manumission takes effect, no legal obligation is created, and in these cases we see that the nontechnical verb does not create the legal obligation, while in the P.S.I. will we can interpret that obligation from the situation. In another will, that of Dryton, P. Grenf. I 21, of 126 B.C., the testator provides support for his wife and two daughters, with a condition: *ἐὰν παραμείνη [τάω] οἴκωι ἀνέγκλητος οὖσα*. There is no manumission involved; no obligation is imposed, but a condition of inheritance is introduced. We see here too an example of non-technical usage, involving a remaining after the death of the testator, but a usage which does not bring about the legal obligation created by the P.S.I. will.

² In P. Hib. 41, a letter from Polemon to Harimouthes, about 261 B.C., one Mnason, a dokimastes, is sent under guard to Harimouthes, who is to take sureties for his remaining, *διεγ[γυήσας] οὗ[ν] ἀφ' οὗ παρα[μονῆς] (δραχμῶν?) Ἄ*, and then permit him to go about business. Also, a frag-

of surety for the presence of an official in P. Grad. 3, 226 B.C. Heracleodoros the son of Heracleodoros goes surety for the presence of Semtheus, also called Heracleodoros, who is a subordinate of Clitarchos, a banker in the Coite Toparchy of the Heracleopolite Nome³. The actual formula of surety is simply ἐγγυᾶσθαι παραμονῆς. Although the noun παραμονή is used in discussion of surety elsewhere, this is the only actual contract of surety in our period which uses the noun. Nevertheless, we can be certain that the noun is the proper legal term, as it is used in official decrees on the subject. It appears in P. Hal. 1.48, in connection with provisions for adjudication of false witness; anyone charged is to furnish sureties for his remaining: Ἐὰν δέ τις καταδικασθείσης αὐτοῦ δί|κῃς ἐπιλαβόμενος τῶν μαρτύρων γράψῃται | δίκην κατὰ τὸ διάγραμμα, ἐγγύους μὲν | παρ' αὐτοῦ λαμβανέτω ὁ πράκτωρ ἢ ὁ ὑπη|ρέτης παραμονῆς. In the first place, this provision shows that in official legal language the obligation to remain under bond is expressed by the term παραμονή, and secondly, by the sweeping and unlimited nature of the regulation, that the obligation may be imposed upon free men. The usage of the noun with reference to obligation under surety appears in official language again in P. Mich. Zen. 70, 237 B.C. This royal decree refers to a petitioner who is to be released from the penalty for exceeding the term upon producing the defendent, if he has been surety for him. The noun is used in connection with this statement of surety, and appears in the same usage at the end of the document, in a general statement of law, that any who have gone surety, ὅσοι ἐγγυῶνται | παραμονῆς τινες shall be released from bond in like manner upon producing the person⁴.

These documents have shown that the concept of legal obligation to remain is used in the papyri to remaining under bond, and that the obligation may be applied to free men⁵. We can also see from these that the nature of this obligation in its application to judicial process, in which the remaining was not in service to a person, but was rather a temporal remaining, had a logical relation to a use with manumission. The basic concept remains the same. A legal obligation is imposed upon a person, and his freedom of movement is circum-

mentary letter, undated, P. Cair. Zen. 59636, offers surety, καταστῆσ[α]ί σ[ο]ί: ἐγγ[ύ]ους for a farmer, who is almost surely a free man, although not an official.

³ For the identification of Semtheus as an official and subordinate of Clitarchos, see the discussion of the Clitarchos correspondence in P. Yale I. The Gradenwitz papyrus, the inner copy, was republished as SB 6277, and the outer copy, not part of the Gradenwitz collection, as SB 6301.

⁴ A fragmentary part of P. Teb. 895, ll 66-7, part of the official correspondence about a petition seems to use slightly different phraseology: Πολέμωνος μερίδ[α κα]τεγγυῆσθαι μονῆς ε[... κοί?]φωνῶι καὶ τοῦτογ παραμενηκότα. The damage is so extensive that we cannot be sure just what the intended formula was, nor what the surety was all about.

⁵ There are other documents, P. Rev. 55 and P. Fouad III 24, which treat of remaining for some legal or official process. No surety is involved, and the non-technical verb is used. See above, p. 248.

cribed. The man under bond is limited in terms of his privilege of choosing where and when he will be at a particular place, and the nature of this restriction is the same, regardless of the duration of the restriction or the extent of the physical limitation. It is because the essence of the restriction is the same for the freedman under obligation and the man under bond, and because in both cases the restriction is imposed legally, that the term *παραμονή* can be used for both.

Service Contracts

We also have documents which show that the term *παραμονή* is used for the obligation entered into under contracts of service. As in the cases of manumissions and agreements of surety, the contracts themselves do not in general contain the technical noun, but set up the obligation using the verb. Where the noun is used, however, we have evidence that this technical obligation is applied to ordinary contracts of service. P. Oxy. 731, 8-9 A.D., is the latter part of a contract for services, and in the final clauses the noun is used to refer to the agreement. The services are to be performed on the 9th and 10th of each month, for two days at the festival of Isis, and for three days at the stars of Hera, and the salary is stated. This is followed by the statement: ἡ ὀμ(ο-μ)ολογία τῆς {α}παραμονῆς ἥδε κυρία ἐ[στω ὡς κατακεχωρισ]μένη. It is quite clear from this that the term *παραμονή* is applied to a contract for services, freely entered into, and with a salary remuneration. The obligation to remain here only refers to the required presence on the contracted days.

There exist two other instances of the use of the noun to indicate service under contract, but textual problems present in both instances make discussion difficult. The earlier of these two is B.G.U. 1139, 5 B.C. or soon after. This document, a petition, deals with the unlawful seizure of the daughter of the petitioners, all of whom, for lack of any statement, may be assumed to be free. The parents had entered into a contract for the service of their daughter to Parthos, a slave of Chretos: ἐποίησα|μεν εἰς Πάρθον δοῦλο(ν) Χρήτο(ν) [...] *παραμονήν*. The document goes on to say, after numerous erasures, that she had been released from the obligation *κατὰ τὴν | γεγυνημένην διατὸ καταλογεῖον περὶ τῆς ἀπολύσεως τῆς τε παραμονῆς | καὶ τῆς τροφεῖδος τοῦ ἐξονομαζομένου παιδίου ἀσφάλειαν* and had later been seized by Paris, another slave of Chretos. The fact that we have here an apparent instance of a slave entering into a contract is itself an important matter, but is not relevant to our discussion; what must be noted is the appearance in this document of the case of a free person whose services are contracted for during a specific period under an obligation termed *παραμονή*.

There may be one other appearance of the noun in a suggested reading of P.S.I. 710.8/9, of the second century A.D. Because the papyrus is fragmentary,

the nature of the document and its purpose are not clear, although it seems certain at the end of the papyrus that the person upon whom the 'remaining' is imposed is a slave. The damage done to the papyrus and the uncertainty of the reading makes it impossible to be sure that we have in fact the technical noun, or any legal obligation of the kind which we have been discussing⁶.

Even without the consideration of P.S.I. 710, it is clear from the first two documents cited that contracts of service establish a legal obligation described by the technical noun *παραμονή*. The earliest usage of the verb in connection with agreements of service is not actually a contract, but a royal oath of 255 B.C., P. Cair. Zen. 59133. A contract is implied by the oath: *παραμενοῦμεν ἐν Φιλαδελφ[εῖαι τῆι ἐν τῶι] Ἄρσινοίτηι νομῶι ἐμφανεῖς ὄντες κα[ὶ ἀπεργώμεθα] | πλίνθον ὄσσην ἂν ἐγλάβωμεν [..... ἀποστη] | σόμεθα καταλιπόντε τὰ ἔργα οὐδὲ ἀλ[] ἐπὶ τὰς ἰδίαις χρεῖαις οὐδαμοῦ ἂν[αχωρ]ήσ[ομεν] | ἔαν δὲ μὴ ποιῶμεν κατὰ τὰ γεγρα[μμ]ῆν[α, ἀποτείσομεν] | ὃ ἂν λαβόντες παρὰ Ζήνωνος ἀπ[ε]* There are also actual contracts of service and other references to these contracts, as we have seen in the discussion of the verbal usage on pages 250 ff. The situation with regard to these contracts of service is essentially that observed in connection with other legal documents; an obligation is established, and the verb is used in the establishment of that obligation, and the contract, the obligation itself, is described by the technical noun. While the evidence is limited, and we do not know the full extent of use of this kind of contract, it is clear from the contracts cited previously and those discussed here that the obligation may be used in connection with services at festivals, personal service of a woman, service at brickmaking, and services to a weaver. Except for the contract for the services of the daughter of the petitioners of B.G.U. 1139, where the services meant are not clear, the services which appear in this kind of contract appear to be the services of skill. Thus we see that the obligation required by these contracts is one of being present, or remaining, like the sureties, at a specific place and time, but these contracts also require the accomplishment of specified services.

The people who "remain" are free. We have seen this in the cases of the girl for the festivals and the daughter of the petitioners, and it is true also of the people under obligation in the documents which do not use the technical noun. What also appears from these documents, as from the contract of surety, is that this concept of legal obligation to remain is attested in the earliest documents and persists in later ones. This is evidence of the existence throughout

⁶ For the suggestion, see *Berichtungsliste* III p. 224. The text in the proposed reading is: *διὰ τὸ ἐκίνδυνον εἶναι τὴν]π[αρ]αμονήν*, and although it is attractive, other possibilities, as that suggested by the original editor, exist. It is possible to have the verb (1.4; 1.14) without the obligation. No other document applies the obligation to a slave, and as for the reading itself, the editor read epsilon, not omicron, and left no allowance for nu. Without the papyrus at hand there can be no certain decision.

the period of Graeco-Roman control of Egypt of an established concept of contractual obligation, under which a free man may bind himself to the obligation to present himself for service to another⁷.

L o a n s

There is one other group of documents which throws light on the matter of a free man accepting legal obligation, and, as this group has a large number of documents, we can learn a great deal from it. Many loans recorded in the papyri contain a provision for payment of interest by inhabitation of a house, use of a field, or by service of the debtor or someone supplied by him. It is with these loans, called *antichretic*, and particularly those involving the obligation of service of the debtor, with which we are here concerned.

The problem of these loans is complex and involved. It is clear from the many references to *ὁμολογίαι παραμονῆς* in the *grapheion* registers of the Michigan Papyri that we have to deal here with the technical legal obligation⁸. Some of them, as B.G.U. 1126, 8 B.C., state that the remaining and performance of services is in return for the loan and interest. In this document, the borrower agrees that she has received one hundred silver drachmae, and ἀντὶ | δὲ τούτων καὶ τῶν τόκων αὐτῶν καὶ δέροντων καὶ ἱματισμοῦ she will remain and work for the lender⁹.

It is hardly safe to assume on the basis of this document, which does provide that the obligation fulfils repayment of capital and payment of loan and interest, that other documents which provide for repayment of capital only are either fictional or do not represent true loans. This statement was made by the editor of P. Oxford 10, 98–117 A.D., about that document, viewing that contract as one of service, with one month's salary paid in advance, drawn up in the fictitious form of an *antichretic* loan. That document states that the borrower, one Ares, has received 20 drachmas from Lucius Bellienus Gemellus and will in lieu of interest tend his pigs for a year, at a monthly salary of 20 drachmas. The document also states that the money is to be repaid at the end of the specified time. While it is true that the sum borrowed is equal to a month's salary,

⁷ Related to the contracts of service are contracts of apprenticeship, for which, see above, p. 250. All the apprenticeship contracts under our purview use the verb, and there is no instance of the noun applied to this obligation. Since we cannot securely connect these apprenticeship contracts with the legal obligation indicated by the noun, it is safer to omit them from the discussion. In any case, they add nothing new to the discussion.

⁸ For the discussion of the registers, and references, see below, p. 304ff.

⁹ Apparently P.S.I. 1120, I B.C. — I A.D. is another example of the service repaying both capital and interest: παραμειναντος δὲ τοῦ Ἡρακλείου τὸν ἐνάσιον χρόνον | καὶ μετὰ τοῦτον ἀναλύων ἀπολελύσθω τῶν τοῦ ἀργ(υρίου) (δραχμῶν) εἰκοσι | τεσσάρων καὶ πάντων τῶν κατὰ τὴν παραμονὴν ταύτην. So too P. Mich. 241, an abstract of 16 A.D., which is prefaced by ὁμο(λογοῦσιν) not ἐδάν(εισεν) as other abstracts in the papyrus.

there is nothing inherent in such a borrowing to imply that the loan is fictitious. Inasmuch as we have examples of pure service contracts, it is difficult to see what need is filled by a fictitious loan to establish the obligation of service.

These are probabilities. There are clear examples of loans with the obligation to remain, and even more convincing, repayments of such loans. An example of a loan of this type is P. Teb. 384 of 10 A.D., mistakenly thought of by the editors as an apprentice contract. In this document, Hermiusis and Papnebtunis agree to furnish their brother Pasion to work at the weaver's trade. They agree that they have received from one Pasonis 16 silver drachmae, and that in return for the interest, keep, clothing, poll tax, weaver's tax, and wages, they will furnish the brother παραμένοντα for one year. The document is quite clear about the matter of repayment, as in lines 25-7 we have καὶ μετὰ τὸν χρόνον ἀπ[οδώ]/σο[μεν] τὰς τοῦ ἀργυρίου δραχμὰς ὀ[εκά]εξ. The document is clear that the remaining is in lieu of interest, and that the money is to be repaid. An abstract of such a loan appears in P. Mich. 121 recto IV viii, 42 A.D. One Hermias has borrowed 100 drachmas from Soterichas, and in lieu of interest, he is to perform services for Soterichas, while Soterichas is to furnish him clothing. He is to repay the capital sum: the contract is quite explicit on this point: κατὰ μηθὲ(ν) τοῦ <Σωτηρίχου> ἐλαττο(υμένου) ὑπὲρ ὧν ὀφίλ(ω) αὐτ(ῶ) καθ' ὁμολογ(ίαν) παραμονῆ(ς) ἀργ(υρίου) (δραχμῶν) κερ(αλαίων). Another contract, not so complete or explicit, is P. Flor, 44, 158 A.D., is clear enough in one respect. The obligation to remain, in the case applied to the son of the borrower, is in lieu of interest: [ἀ]ντι δὲ τῶν τούτων τόκων κα[ὶ] τρῶ[φ]ων καὶ <ἰ>ματισμοῦ.¹⁰

Much more conclusive are the contracts which acknowledge repayment of these loans. B.G.U. 1153, of 14 B.C., is an acknowledgement by Arsinoe of the repayment by Thermios of 300 drachmas which she borrowed in 16 B.C. The receipt of the capital sum is acknowledged, and there is no mention of the interest; the original loan is referred to in the clause cancelling it: [καὶ εἶ]ναι ἄκυρο(ν) τὴν τοῦ δανείο(υ) συνχώρη(σιν) σὺν τῇ δῖα τῆ(ς) αὐτῆ(ς) | [συγχ(ωρήσεως)] ἤματι(ν) παραμονῆ(ς) τοῦ υἱοῦ(υ) αὐτῆ(ς). There can be no question that we have here the cancellation of the obligation to remain, referred to by the technical noun, and that the original loan with which this obligation was established was a real loan. Another repayment, B.G.U. 1154, a repayment in 10 B.C. of two loans made in 17 B.C., illustrates even more obviously the antichretic nature of the loan with obligation to remain. A distinction is made between

¹⁰ There are other loans, but, because of damage, or incompleteness in cases of abstracts, we cannot come to firm conclusions about them. Only those in which the verb or noun actually appears are listed here. P. Preis. 31, 139/40 A.D. is too fragmentary to allow interpretation of any sort; P. Aberd. 56, 176 A.D. is only the beginning of a contract, and all the provisions which enlighten us are lost; B.G.U. 1258, II B.C., may have in 11 17-20 the abstract of such a loan, but we do not know its nature. See above, p. 252 note 11.

the two loans: *μίαν μὲν δραχμὰς || ἑξακοσαῖς ἐξήκοντα καὶ τοὺς τοῦ|των τόκους, τὴν δὲ ἑτέραν δρα|χμὰς ἑκατόν, καὶ εἶναι ἀκύρο[u]ς | ἀμφοτέρας τὰς συνχωρήσεις καὶ | τὰς [γ]ενηθεῖ[σ]ας κατ' αὐτὰς δια|γραφὰς διὰ τῆς Ζωίλου τραπέζης | σὺν τῇ διὰ τῆ[ς] τῶν ἑκατόν δρα|χμῶν συνχωρήσεως σημα|θηέ[σ]η παραμονῇ τοῦ Διδύμου | καὶ Θεοδότης υἱοῦ Διδύμου.* We have, very clearly presented, two loans. One is made with interest, the other, the loan for 100 drachmas, has no interest, but instead, there is the obligation to remain applied to the borrower and his son. Both loans have been repaid; in the case of the loan for 660 drachmas, both capital and interest, and in the case of the 100 drachma loan, the capital is repaid. The statement of repayment is followed by the provision that there is to be no action against the borrowers. The distinction made in the repayment between the loan with cash interest, and that with interest paid by service, shows that both these arrangements had real roles in business. We can accept the loan with service in lieu of interest as a real contract, with nothing fictitious about it.

Finally, a petition of about 30 A.D. confirms the real nature of the debt involved in this kind of contract. This petition, P. Ryl. 128, concerns the departure from work by a woman who was working under a contract, in which her father borrowed money from an oil maker. The complaint described the events: *ἡ παρ' ἐμοὶ | οὔσα ὑποσύνγραφος Σουῆρις | Ἀρσύθμιος παρεμβάλλου||σα ἀλλότρια φρονήσασα | ἐγκαταλιποῦσα τὸ ἐλαι|ούργιον ἀπηλλάγη ψοι|χαγωγηθεῖσα ὑπὸ τοῦ | πατρὸς αὐτῆς Ἀρσύθμου(ς) | ἔτι ἀπὸ τῆς ιθ τοῦ Με|χειρ τοῦ ις (ἔτους) Τιβερίου | Καίσαρος Σεβαστοῦ, μὴ στο|χασάμενος ὧν ὀφείλει μοι | σὺν τῇ γυναικὶ αὐτοῦ | κατὰ παραμονήν.* The petitioner further alleges that she took a cloak and 40 drachmas, but this does not concern the matter of the contract. What is clear from this petition is, the obligation is referred to with the technical noun, and the statement that the father, who contracted the loan, still owes the money, shows that the debts contracted under this kind of contract represent to the lender real obligations for repayment. That is, it might be possible to argue that the repayments represent the same kind of fictitious arrangement that the original contracts did, but this petition shows the state of mind of the lender. He is owed money, and there is no aura of falseness about that.

We have seen then that the concept of an obligation to remain, which as we have seen could be applied to freedman, to people under bond, and to arrangements for service, is also applied to an arrangement whereby a person borrowing money agrees to perform services to his creditor. The basic concept of this technical obligation, to be present and to perform tasks, is contained in the obligation enjoined upon the debtor. Inasmuch as the debtor may receive a salary while performing the services, in addition to satisfying the interest by his work, it may well be that the promise of services is an inducement to the lender to provide the loan. We must also note that in all the documents and abstracts we have seen, the person under obligation is free, or at least there

nothing at all to indicate otherwise. Thus these contracts and abstracts show another type of contract under which a free person finds himself, for a limited period, under obligation to present himself and obey the orders of another.

We can see from the registers of contracts that this kind of agreement was very common, and by examining the entries, we can see where this type of contract fitted into the categories of legal arrangements as they were arranged by the registrars. There were two kinds of registers, one serving essentially as an index to the contracts deposited, and the other a list of contracts written and the fees paid for the writing. There is little difference between the entries on each type; the entries on the list of contracts written have the same format as the entries on the index, but in addition have the amount of fee recorded. The entries each occupy a single line; the standard form gives the type of contract, the name of the party of the first part, the name of the party of the second part, the subject of the contract, and the sum involved. A typical example of the entry for the type of loan with which we are concerned is P. Mich. 121 verso, II 17: ὄμο(λογία) Φάσιτο(ς) πρὸ(ς) Ἄρυ(τήν) παραμο(νής) (δραχμῶν) ρ. As the editor says, the term ὄμολογία refers to the general form in which the contract is drawn up, and it is the addition of the term παραμονῆς which indicates its character¹¹. Particularly interesting are three entries which differ slightly from this standard form. In P. Mich. 123 recto XI 26, the entry is: ὄμο(λογία) Ὀρσῆτος πρὸ(ς) Πνέσιν καὶ τῆ(ν) [γυ(ναῖκα)] ἀποχῆ(ς) κατὰ παραμο(νήν) (δραχμῶν) ρ. (ὀβολοί) η and in recto XXII 11 of the same register and P. Mich. 238, 167 this same formula appears with different names.

Turning to the demonstration that all these entries refer to loans, we must distinguish between the common entry and the type of entry of which we have only the three examples cited above. The common entry is simply the recording of the agreement of loan, while the other type of entry is more complex. It states that there is an agreement of receipt, ὄμολογία ἀποχῆς, and that this agreement is in reference to an obligation to remain, κατὰ παραμονήν. The acknowledgement of receipt can only refer to a contract acknowledging repayment of a loan made with provision of obligation of services by the debtor to the lender. The acknowledgement of receipt κατὰ παραμονήν, that is, the use of the noun to indicate the kind of original loan contract, clarifies the use of the noun in the more common entries. There too it refers to the obligation clause of the type of loan which we have been discussing.

¹¹ For a fuller discussion of the registers, see the introductions to the respective papyri. Entries of the type under discussion here are: P. Mich. 121 verso, II 17; IV 14; V 13, 21; VI 3; VII 21; IX 7, 8, 18; XI 3; XII 15; P. Mich. 123 recto, II 5; III 11, 18; VI 7, 41; VIII 3; X 32; XI 25, XII 37, 41, 47; XIII 12; XIV 7; XIX 17; P. Mich. 124 recto, I 15; II 17, 20; verso, I 27; P. Mich. 125, 15; P. Mich. 128 III 19; P. Mich. 237, 4, 6, 13, 17; P. Mich. 238, 21, 56, 69, 104, 168; 207, 208, 212, 213; P. Mich. 240, 39, 58; The registers date variously between 42 and 49 A.D.

That this use of the noun in these common entries makes sense in the context of the categories used is made clear by reference to another kind of entry, the *ὁμολογία ἐνοικήσεως*. This kind of entry, found as commonly in the registers as the *ὁμολογία παραμονῆς*, follows the same form as the latter with only a change of modifying word¹². There can be no question about the nature of the contract meant by this entry; it is the loan with right of inhabitation. The right of inhabitation during the period of the loan was granted in lieu of interest on the sum loaned, and this is analogous to the services performed in lieu of interest in the loans which we are discussing¹³. There is no question that the entries, *ὁμολογία ἐνοικήσεως*, must refer to loans of this type, as there is no other kind of contract which could conceivably be meant by them. It is then only reasonable to believe that we are dealing with entries which ought to refer consistently to the same kind of contract, which are analogous to entries of loans with antichresis of right of inhabitation, and which refer to contracts in connection with which there is repayment, as three entries show, and that these entries, *ὁμολογία παραμονῆς* indeed do refer to loans with antichresis of the services of the debtor.

Among the Tebtunis Grapheion registers of this period, the abstracts of contracts show that the only contract known by the term *παραμονή* is the loan with obligation. It is certainly true that the term is not generally limited to loans with obligation in the legal terminology of the period, but it does seem to be limited in the examples we have of abstracts. There are two such, P. Mich. 241, 16 A.D., an abstract which is prefaced with the word *ὁμολογοῦσιν* confirming the usage in the registers, which seems to indicate, if we can ignore the possibility of omission in abstracts, that the service pays off loan and interest both, and there is P. Mich. 121 recto IV viii, 42 A.D., contemporary with the registers, which is clearly a case of the interest paid by service with the repayment capital not affected by such service. It is true that this evidence is scanty, but taken with the evidence of the repayment entries and the analogy between the entries with obligation to remain and those with right of inhabitation, it is safe to say that in the categories of the grapheion scribes at Tebtunis, *ὁμολογία παραμονῆς* refers to a loan with obligation to remain¹⁴.

¹² For references, see under *ἐνοίκησις* in the General Index of Greek Words, *Michigan Papyri Vols. II and V*.

¹³ See my discussion of the loan with right of inhabitation, P. Hamil. 1, ca. 81 A.D., in *The Journal of Juristic Papyrology* XIII (1961) p. 33.

¹⁴ The evidence which we have adduced shows that we must consider these loans real loans, and it is probable, though not certain, that the more common type was that which held only the interest repaid by service, and not capital. At least the evidence of the loan contracts themselves, plus repayments thereof, would so indicate. Nevertheless, there do seem to be cases of repayment of both capital and interest by service, and P. Mich. 241, abstract, appears to be of that type. It is none the less a loan, and it is possible that we may have among the entries of the grapheion registers both types, since with P. Mich. 121 recto IV viii and P. Mich. 241, we have both types in the abstracts.

From the Tebtunis grapheion registers we see that this type of loan was common, and it is clear that in this type of loan we have an example of an application of the basic concept of the obligation to remain applied to the borrowing of money to create one of the standardized kinds of loans. The significant difference between these loan contracts and contracts of services is that in the contracts of services, the person under obligation agrees to be present to work in return for pay, while in the loan, the person under obligation agrees that he has received a sum of money in return for which he will work to pay off the interest and return the capital (which too may be repaid by work). This introduction to the agreement differentiates between the two, so that, in the formulae, there is no real similarity between the legal implications of the two types of contract. Although the legal situation is different, the obligation which the borrower assumes is basically the same as that which the party under contract in the service agreement assumes. He is under obligation to do the orders of the person to whom he is obliged. Again, like the people under obligation in the service contracts and in other contracts involving the obligation to remain, the person who assumes the obligation is free. We find free men accepting the obligation, or in some cases, imposing the obligation upon their children. These loans show the circumstances under which a free man may, for a gain to himself, bind himself to obligations to another,

Chapter VII

THE ROLE OF THE *PARAMONE* PROVISION

We have seen that the obligation of *παραμονή* is applied to a number of very different circumstances in the papyri. This obligation exists for manumitted slaves, people under bond, those agreeing to serve others under contracts, and those in obligation under the terms of loans. We have remarked in connection with all these types that the persons obligated are free. However, a great deal more can be seen about the implications of this obligation, if we now turn back to the documents again to discover just what the effect of this obligation was upon the person upon whom it rested.

Among the documents dealing with surety we have very early evidence of the effect of this obligation. We have seen that P. Hib. 41, about 261 B.C., referred to the sending of Mnason the controller under guard, and that security of 1000 drachmas was to be taken for his remaining, after which he was to be allowed to go about business. The activities in which he is expected to engage while under bond are interesting. Harimouthes, the addressee of the letter, is to release him so that he can collect what is owed; he is to assist him in the collection; he is to see that he sells an existing store of oil; that is, Mnason, under bond, is to sell the oil. It is clear from this letter alone that the obligation to remain does not impede in any way the carrying out of business by the man

under bond, and he clearly has the right to enter into legal contract, i.e. selling, and the contract entered into has legal force. It is only logical to expect that this situation would pertain to obligation under bond, and it is useful to see it confirmed by the Hibeh letter, and also by a papyrus from the Zenon Archive in which an official asks to be placed under bond. This papyrus, P. Cair. Zen. 59421, undated, is a request from one Dionysios, a *sitometretes*, who appears to have been in some difficulties, but protests that what he did was in his capacity as a paid employe of Nikon and Addaios. We may presume that he has been arrested, as he asks Zenon to order Artemidoros to accept sureties of his remaining until Apollonios comes and investigates the affair. As we said in discussing this papyrus previously, it shows that the obligation to remain under bond can be applied to officials¹. It seems clear also that the obligation is one not necessarily imposed arbitrarily, but may be requested as an improvement over arrest. These two documents show that the obligation to remain under bond may readily be applied to officials when there is difficulty with their activities, and the Hibeh papyrus shows that while under bond, the official may go about his official duties in no way impeded by the obligation imposed upon him.

That this obligation to remain under surety had become an accepted part of the Ptolemaic judicial procedure is shown by P. Hal. 1.48. This document, as we have seen, provides for the taking of sureties in cases involving false witness. The noun is used to describe the obligation imposed upon anyone charged, who is to give sureties for his presence. Furthermore, we see from P. Mich. Zen. 70, a royal decree allowing release from penalty for producing a defendant after the term of the surety has run, that surety and the remaining thereunder can refer to a limit in time; that is, the surety agrees to furnish the defendant at or by a specific time, and the obligation of the person under bond has that time limit. The evidence of all these documents points very strongly to a carefully elaborated system of surety in Egypt by the middle of the third century B.C., and also shows that the technical use of the noun to indicate the obligation to remain was established, and that the concept of the legal obligation itself was known and was being applied in legal practice.

Before turning to the examination of the other attested situations under which the legal obligation to remain may arise, we should examine the implications that this early evidence of the obligation has for the study of the obligation after manumission. We saw in the discussion of the manumissions from Greece that the vast majority of the manumissions were of the second century B.C. or later, that a few were at the very end of the third century or beginning of the second, and that the earliest secure date was that of the Beroea manumission, of 235 B.C. Now it is true that accident of preservation might account

¹ See also SB 6277, discussed above p. 398 note 3.

for the absence of earlier manumissions, but the fact that the establishment of the common practice of using the technical term for the obligation to remain in connection with sureties can be dated with security to the first half of the third century from documents in Egypt leads us to assume that the concept of this obligation as a legal phenomenon ante-dated the manumissions by quite a number of years, and that we have in the manumissions the acceptance of a known feature of law extended to the situation of freedmen after manumission. We will resume this thread of the argument subsequently, but it is important to point out at this juncture that if we can demonstrate that the evidence of the papyri proved that this obligation was one into which a free man could enter without prejudicing in any way his legal rights as a free man, and we can show that this situation obtained in the period before and during that of the manumissions in Greece, it will be much easier to understand the fact that this obligation was envisioned as one which did not prejudice the rights of the freedman, and which could be used, as it so clearly was, to impose an obligation which in fact did not reduce the legal freedom granted by manumission.

We have already made progress in showing that the free man could enter into the obligation without reducing his legal freedom by showing that officials might be placed under obligation with surety as early as the third century B.C., and that they continued their activities with full powers while under the obligation. We find in connection with contracts of service that there too the evidence falls into place to attest the establishment of the concept of the legal obligation to remain applied to free men as early as the first half of the third century B.C. We saw in the discussion of the agreement for service that the technical noun applied to the obligation under such an agreement, and that we had to deal with the legal obligation in connection with such contracts². The royal oath of P. Cair. Zen. 59133, of 255 B.C. in which brickmakers swear to remain in the Arsinoite Nome at work shows that the obligation under contract of service was known and used at least as early as that year. The final two lines of the fragmentary papyrus, ἐὰν δὲ μὴ ποιῶμεν κατὰ τὰ γεγραμμένα, ἀποτείσομεν] ὁ ἂν λαβόντες παρὰ Ζήνωνος ἀπε[show that the service was in accordance with a written agreement, and that there was payment for the services.

Unfortunately, we do not have evidence which can prove conclusively that the loans made with provision of the obligation to remain have precedents in the third century B.C. As we saw in the discussion of those loans, the great majority of documents attesting them falls in the first century A.D.; the evidence comes from the Tebtunis graphæion registers. This disproportion may be due only to the accident of preservation and discovery of these registers, since there are loans of this type of the second century A.D., and also loans

² See above, p. 250ff.

and repayments dating to the end of the First Century B.C. These first century B.C. documents provide the earliest certain evidence of the existence of this legal obligation in connection with these loans. There is however one single document from the third century B.C. which is probably the fragmentary remainder of a loan of this sort. This is P. Hib. 148, now in the Yale Collection. The relevant and decipherable portions of this document follow: ἐὰν δέ τι κλέπτων [ἢ νοσφιζό]μενο, ἀλίσκηται, προσαποτεισά[τω τὸ βλάβος δι]πλοῦν μὴ ἐξουσία δ' ἔστω Πόρωι | μῆτε ἀποκ[ο]ί[τ]ε[ι]ν μῆτε ἀφημερε[ύ]ειν ἄνευ τῆς Ἐπι[μ]ένους γνώμης, εἰ δὲ μὴ, ἀποτεισά[τω] τῆς μ[ὲν ἡ]μέρας ς τῆς δὲ ν[υκτὸς .], ἐξουσία δ' ἔστω Ἐπιμένει ἐὰμ μὴ ἀρέσι|.

Westermann has already commented upon the possibility that this document is to be included in the list of what he called *paramone* contracts³. Without accepting Westermann's definition of the nature of these contracts, we can see by examining what remains of the Hibeh papyrus that it probably does indeed belong with the loans with obligation to remain. There are close connections in phraseology between this document and P.S.I. 1120, I B.C. — I A.D. In the first place, there is striking parallelism between the ἐ[ὰν] δέ τι κλέπτων[.....]|μενος ἀλίσκηται of the Hibeh text, and the τὸ δ' ἐπιδειχθὲν κλέμμα ἢ νόσφισμα διπλοῦν of the P.S.I. document, and it is in fact because of the similarity that the restoration [ἢ νοσφιζό] is here made. Furthermore, the provision in the P.S.I. loan that, ἀποτει[σάτω] ὁ Ἡρ[ά]κλησιος Λου[κίω] καὶ Γαίω ἐκάσ[της]|μὲν ἀποκοιτίας [ἢ ἀφ]ημερείας ἧς ἐὰν ποιήσῃται ἀργ[υρίου] (δραχμὴν) μίαν is strikingly reminiscent of the Hibeh μὴ ἐξουσία δ' ἔστω Πόρωι | μῆτε ἀποκ[ο]ί[τ]ε[ι]ν μῆτε ἀφημερε[ύ]ειν ἄνευ τῆς Ἐπι[μ]ένους γνώμης, εἰ δὲ μὴ, ἀποτεισά[τω] τῆς μ[ὲν ἡ]μέρας ς τῆς δὲ ν[υκτὸς .] This same concept is repeated in P. Teb. 384, 10 A.D., οὐ γεινόμενος ἀπόκοιτον οὐδ' ἀφ[ήμερον] and even more striking a parallel is that provided by B.G.U. 1126 of 8 B.C.: μὴ γεινομένη μῆτε ἀπόκοιτος μηδ' ἀφήμερος ἀπὸ τῆς Ταφεσιήτος ἄνευ τῆς αὐτῆς γνώμης. Unfortunately, we have not got more of the Hibeh papyrus to use in determining the nature of the contract therein, but even from what does remain, the parallels make a very strong case for concluding that the contract was a loan. What clauses do exist have their closest parallels in loans with obligation to remain, and other contracts with this obligation do not show these clauses. Neither can we find these clauses in the apprentice contracts. Thus, the most reasonable conclusion is that the Hibeh fragment is the remainder of a contract of loan with obligation to remain.

It is impossible to determine from what remains of the Hibeh papyrus whether the loan it represents was to be repaid in entirety by the service under obligation, as is the case with two of the parallels cited, or whether, as in the case of P. Teb. 384, the service under obligation would have satisfied only the

³ *The Paramone as General Service Contract* (JJP 2 (1948) p. 39).

interest. In either case, if the identification of the fragment as a loan of this sort is accepted, there is evidence of the existence of the application of the obligation to remain to loans in the first half of the third century B.C. That the concept was applied to loans in the Hellenistic period is made even more probable by P. Dura 20. For, while the Egyptian parallels except P. Hib. 144 are all of Roman date, the Dura Parchment, which also provides parallels to the Hibeh document, dates to 121 A.D., more than forty years before the Roman conquest of Dura. The loan in the Dura parchment is repayable, with the interest to be paid by service under obligation⁴. The parallel of the Dura document is to the clause in the Hibeh papyrus dealing with absence or payment for absence day or night, and, partly restored though the Dura clause may be, what is extant is very close to the words of the Hibeh text: οὐ γ[ιγνόμενος ἀφήμερος οὔτε ἀπόκοιτος ἀνευ τῆς τοῦ Φραάτου γνώμης· ἐὰν δὲ ἀφημερεύσῃ ἢ ἀποκοιτήσ[ῃ ἀπὸ τοῦ Φραάτου], | [ἐκ]τείσει· ἐκ[άστῃς ἡμέρας δραχμὴν μίαν]. As Welles has pointed out in the general introduction to the Dura Parchments and Papyri, the law of the documents is Greek⁵. Certainly there can be no question about P. Dura 20, predating the Roman occupation, and we thus have good evidence of the concept of the obligation of remaining in connection with antichretic loans into Hellenistic legal practice.

Since we have been able to demonstrate that the parallels to the Hibeh papyrus are found only in loans with the obligation to remain, and also that this kind of loan existed in Hellenistic legal practice, it is only reasonable to assume that the Hibeh document is such a loan. Thus, although we cannot prove the existence of such loans in the third century B.C., we can add this type of document, on assumption, to those others which prove in any case that as early as the third century B.C. the concept of the obligation to remain existed in connection with sureties and contracts of service.

The discussion has shown that as early as the first half of the third century B.C., a free man could enter into an obligation to remain under contract of service, that the obligation could be imposed upon him under conditions of surety, and that probably the obligation had also been applied under contracts of loan. The evidence leaves little doubt that this legal obligation had a significant role in the legal system of Philadelphus, Ptolemy II, and that it was widely used.

We must now determine just what the legal implications of this obligation were in the third century B.C., so that we may understand the significance of the nature of the legal situation in Egypt for Hellenistic law and for the later manumissions in Greece. In the first place, the earliest evidence of the use of the

⁴ The verb used in the Dura Papyrus is συμπαραμένειν.

⁵ *The Excavations at Dura-Europas, Final Report V, Part I, The Parchments and Papyri*. Yale University Press 1959 p. 20.

obligation to remain shows that it was an obligation entered into from freedom. That is, we only see free men entering into that obligation in the earliest documents, and the obligation does not in any way seem to reduce their legal freedom. Secondly, and much more important, the obligation is not an end in itself, but, is one of the provisions of a contract which a man makes⁶. When a man agrees to accept this obligation incident to a loan, the obligation becomes an aspect of the loan, just as when a borrower provides antichretic use of a dwelling or of cropland, the antichresis is an aspect of a contract the basic import of which is the lending of money. So too in contracts of service, although the obligation may be more intimately involved with the rendering of services, the obligation is not essential to the establishment of a contract of service. The existence of such contracts without the establishment of this obligation show that. The provision for the obligation is a further aspect of the contract for service which may be added to the contract, when that obligation is desired by the employer and acceded to by the employe.

Thus we see that the obligation to remain is not a distinct contractual relationship independently used, but is a provision of contracts and as a provision, it may be applied, or not, to a number of different legal situations. The evidence of the papyri has made the legal implications of this obligation quite clear. It is applied to free men just as may be any other provisions of contracts. It is not in itself a contract but is part of a contract. It is as binding as any provision of a contract, but it affects nothing beyond its purview; specifically, its inclusion in a contract does not affect the legal freedom of the contracting party. Further, it is not treated as a permanent obligation, but as one with a termination, either at the end of a specified period of time or upon the fulfilment of the contract.

Finally, in its earliest appearances the *paramone* was used in legal situations which had nothing to do with slavery at all, but rather with matters of interest to and involving free men who had never been slaves. This fact alone should prevent us from falling into the modern error of seeing the *paramone* as a kind of quasi-slavery, or partial or deferred freedom. Although it could be used in situations involving freedom, it did not, *qua paramone*, involve freedom, or affect it at all.

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⁶ Contracts of surety may not be directly relevant here, since the person under is not actually the maker of the contract. But even here, the obligation is part of a matter with larger purview; the contract is not drawn for the purpose of inducing or requiring that a person remain with the remaining as its end, but with his appearance at judicial process as its purpose. The remaining is the means of achieving that end.