

RACHEL ZELNICK-ABRAMOVITZ (TEL AVIV)

THE STATUS OF SLAVES MANUMITTED UNDER *PARAMONĒ*: A REAPPRAISAL

Abstract: This paper reappraises the question of manumitted slaves' status during the time of *paramonē*, that is, during the time they were obligated by the manumission agreement to stay with the ex-master or anyone else he/she indicated and perform services as ordered. I argue that the manumitted slaves' status under *paramonē* was servile (*vis-à-vis* their manumitters) and free (*vis-à-vis* other persons).

Keywords: slavery, freedom, manumission, *paramonē*, status.

The *paramonē* as a conditional clause appended to acts of manumission is a well-trodden subject. My justification for reopening the discussion is that this topic raises some intricate and important questions of a legal and social nature which have become and still are bones of contention. My intention is not to offer any new and final answer; in the present state of our evidence—despite its richness—I do not believe that definite answers are possible. What I wish to do is to reappraise the problem and the solutions that have been suggested, and reiterate my belief that, legal distinctions notwithstanding, statuses—or, to be more precise, social positions—that were “in between” were acceptable and even common in the ancient Greek world.

I start with a brief review of the nature and the chronological and geographical distribution of the *paramonē*.

The term *paramonē* refers to a condition attached to manumission, obligating the manumitted slave to remain in the service of the manumittor, his relatives or another person for a fixed period—ranging from a few months to the rest of the beneficiary's life (which was the more frequent condition)—after which the manumitted slave was free to go and do as he or she wished; in many cases, however, additional requirements were imposed.¹ More common was the verbal form *paramenein* or simply *menein*, “remain” or “stay behind”, which is also our

¹ E.g. obligation to sacrifice to the gods: *IG* VII 3083, with Darmezine 1999, 325-331 (Lebadeia); obligation to perform funeral rites: *FD* III 3.333 and 6.40 discussed below (no. 6b, 100 BCE, and no. 6d, 20-46 CE); *SGDI* 1545, 1546 (Stiris); obligation to raise and/or hand over children to the manumittor: *SGDI* 1719 (Delphi); *FD* III 6.38 (Delphi); *IG* IX(1) 193 (Tithora); *TC* 176 (Kalyrna); Hopkins 1978, 156; Tucker 1982, 233-4. See also below.

earliest evidence of this institution. Since the noun *paramonē* is not attested before the third century BCE, some scholars argued that occurrences of the verb cannot be taken as attesting to the existence of this institution prior to this time;² but the contexts clearly show that we are dealing with the same practice.

The *paramonē* is known from many places in the Greek world and appears in various forms and phrasings, beginning in fourth-century BCE Athens. Its most developed and elaborate form is known to us from the numerous manumission inscriptions emanating from second-century BCE to first-century CE Delphi, which is why scholars tend to discuss and interpret *paramonē* on the basis of the Delphic evidence. But many *paramonē*-documents come from other places and periods: from north, west and central Greece, as well as from the Aegean islands, Asia Minor and Egypt; from the third century BCE to the second and third centuries CE.³ *Paramonē* clauses are found in literary and epigraphic texts, appended to various modes of manumission: from a simple declaration that the owner sets his slave free (e.g. by using the verb ἀφίημι δεῖνα, or ἀφίημι δεῖνα ἐλεύθερον/ἐλευθέραν) to the consecration or even the sale of the slave to a deity for the purpose of freedom (e.g. ἀνατίθημι / ἀποδίδωμι δεῖνα δεῖνι εἰς ἐλευθερίαν / ἐπ' ἐλευθερίᾳ).⁴

The verb *paramenein* usually appears in the imperative or as an Aorist participle, thus indicating that “remaining” is the condition for manumission. Where this condition is fully formulated the clause takes the form “X is to remain with Y for the duration of such and such time”; it might specify the required services, but often it only stipulates that the manumitted slave “do whatever he/she is ordered to do, giving no reason for reproach”. As mentioned above, the most elaborate documents come from Delphi, which fact tends sometimes to obscure the diversity of formulations and places where this condition was imposed (see below). The following is a typical Delphic document.

1) *FD* III 3.329 (Delphi, ca. 100 BCE):

[ἄρχ]οντος Θεοξέν[ου τ]οῦ Φιλαιπώλου, κα[τ]ὰ δὲ ὑποθεσίαν Βαβύλου τοῦ Α[ἰ]ακ[ί]δ[α], μηνὸς Εἰλ[αίου],

² E.g. Gernet 1955, 172 n. 4.

³ See e.g. *EKM* 1. *Beroia* 45=*SEG* 12 314 (Beroia, 239-229 BC); *P.Petrie*² 3=Scholl 1990a, I 28 (Krokodilopolis, 237 BCE); *I. Buthrotos* I=*SEG* 48 683 (Bouthrotus, ca. 232-168 BC); *IG IX*(1)² 1:95 (Aitolia, Phystion, 204/3 BCE); *IG IX*(1)² 3:679 (Locris – Physkeis, mid-2nd cent. BCE); *IG VII* 3322=Darnezin 1999, 40, no. 34 (Chaironeia, 2nd century BCE); *AS* 27 (1977), no. 3 (Oinoanda, 2nd/1st cent. BCE); *IG IX*(1) 126 (Elateia, 2nd cent. BCE); cf. Zachos 2007, 119 and n. 24); *IG IX*(2) 1290=*SEG* 26 689 (Thessaly, Pythion, 150-100 BCE); *IG IX*,1² 3:679 (Lemnos, 1st cent. BCE); *Tit.Cal.* 202 (Kalymna, 14-54 CE); *ZPE* 125 (1999), 173-174 (Lykia? 2nd cent. CE); *SEG* 47 1777 (Pisidia, after 212 CE).

⁴ On consecrating and selling slaves to deities as modes of manumission, see Zelnick-Abramovitz 2005, 86-98, with bibliography.

[βουλ]ευόντων Αἰακίδα τοῦ Εὐκλείδα, Νείκωνος τοῦ Νεικαίου, ἐπὶ τοῖσδε
 ἀν[α]τί[θ]ητι [Κλε]-
 [όμαντις Δίν]ωνος [ἀν]ὰν Εἰσιάδος ἐπ' ἐλευθερία τειμᾶς ἀργυρίου μνᾶν
 δύο. βεβαιωτῆρ [κα]-
 [τὰ τοὺς νόμ]ους τᾶς πόλιος Αἰακίδας Εὐκλείδα. παραμεινάτω δὲ Εἰσιάς
[Κλε]ομάν[τει πάν]-
[τα τὸν τᾶς ζ[ωᾶς [χρ]όνον πᾶν ποιούσα τὸ ἐπιτασσόμενον πᾶν ὡς δούλα.
εἰ δὲ μὴ παραμ[ένου] 5
[Εἰσιάς ἢ μὴ π]ιοίει [τὸ] ἐπιτασσόμεν[ον]. ἐξουσίαν ἐγέτω Κλεόμαντις
ἐπιτειμέων τρόπ[ω ᾧ]
[κα θέλη καὶ ψο]φρέων καὶ διδέ[ων] καὶ πολέων. εἰ δέ τις ἐφάπτοιτο
 Εἰσιάδος ἐπὶ κατα[δου]-
 [λισμῶ, βέβαι]ον παρεχέτω [τ]ῷ [θεῷ ὁ] β[εβαιωτῆρ· κ]ύριος δὲ ἔστω καὶ
 ἄλλος συλέων Εἰθιά[δα]
 [ἐλευθέραν ἀζάμιο]ς ὦν καὶ ἀν[υπόδικος πάσας δ]ίκας καὶ ζαμίας καθὼς
 κα συλάση. εἰ δέ τι ἄ[ν]-
 [θρῶπι]νον [γένη]ται περὶ Κλε[όμαντιν, ἐλευ]θέρα ἔστω Εἰσιάς μηθενὶ
 μηθῆ[ν] ποθήκουσα[. . .] 10
 Εἰσιάς [. . .c.7. . .]Ο[. . .c.11. . . . τὰ]
 ποτὶ γὰν πάντα ποιε[. . . .c.13.]
 [list of witnesses' names]

When Theoxenos son of Philaitolos, the adopted son of Babylos son of Aiakides, was archon, in the month of Eilaios, when Aiakides son of Eukleides and Nikon son of Nikaios were the Councilors, on these conditions Kleomantis son of Dion dedicates the sale of Eisias⁵ for the purpose of freedom, for the price of two silver minae. Guarantor, according to the laws of the polis: Aiakides son of Eukleides. Let Eisias remain with Kleomantis as long as he lives, doing everything that is ordered as a slave. Should Eisias not remain and not do what is ordered, let Kleomantis have the right to punish her in whichever way he wishes: beating and binding and selling. Should anyone lay hold of Eisias for the purpose of re-enslaving her, let the guarantor present the guarantee to the god. And let any other be authorized to seize Eisias as free, being immune from penalties and not liable to all lawsuits and penalties, when he seizes. When Kleomantis dies, let Eisias be free, belonging to no one.....

Usually, but not always, manumission documents as this one contain a declaration that the act of manumission—whether by selling (as in this document) or dedicating the slave to a divinity, who is expected to release the slave, or by a simple statement

⁵ The phrasing here is unusual: it might mean that the slave was manumitted by sale, but the contract itself was dedicated; or—which seems to me preferable—the slave was manumitted by dedication but the agreement between the owner and the slave is described as *ōnē*.

using a verb like ἀφίημι—is done for the purpose of freedom; the price is mentioned; guarantors and witnesses are named, and there is a clause prohibiting the re-enslavement of the manumitted slave and promising immunity to whoever acts in protection of the newly-acquired freedom. Where *paramonē*-clauses are added, they are usually followed by a penalty-clause—a general authorization of the manumitter to punish the ex-slave or a more detailed one, should he or she fail to remain and do as ordered. It goes without saying that manumission inscriptions were only summaries of the original documents, which were deposited with private persons and/or in sanctuaries.⁶

It should be noted that many texts, whether literary or epigraphic, suggest that the manumitted slaves were obligated to remain in or close to their former masters without specifically using the verb *para/menein* or the noun *paramonē*; the latter obligation can be inferred from conditions that restricted the area where the manumitted slave could live or obligated him or her to take care of the family's graves etc. In the present paper, however, I discuss only texts that explicitly use the *paramonē* terminology. That is why Plato's *Laws*, 914e–915c will not be treated here despite clearly prescribing manumission with *paramonē*; but the verb or noun do not appear in this text and, moreover, despite its probable reliance on Athenian practices, it does not describe a real case of *paramonē*.⁷

It is the status of the manumitted slave during the period of the *paramonē* that is under debate; a related question is whether the slave was freed before entering the *paramonē* or only after completing its term.

In what follows I briefly present and analyse some representative documents which contain *paramonē* clauses; I will then review the main lines of interpretation by modern scholars and finally state my opinion.

In Theophrastos's will, cited by Diogenes Laertius, two slaves were to be freed after remaining (*parameinantas*) and working faultlessly in the garden for four years.

2) D.L. 5.55:

τῶν δὲ παίδων Μόλωνα μὲν καὶ Τίμωνα καὶ Παρμένοντα ἤδη ἐλευθέρους ἀφίημι: Μανῆν δὲ καὶ Καλλίαν παραμείναντας ἔτη τέτταρα ἐν τῷ κήπῳ καὶ συνεργασαμένους καὶ ἀναμαρτήτους γενομένους ἀφίημι ἐλευθέρους.

And of my slaves I forthwith set free Molon and Timon and Parmenon; and I set free Manes and Kallias on condition that they remain four years in the garden and work together and that they conduct themselves unerringly.

⁶ On archiving manumission documents see Harter-Uibopuu 2013.

⁷ On Plato's *Laws* as based on Athenian models but modifying them, see Morrow 1939, 97-109.

Note that three other slaves were to be freed immediately following Theophrastus's death.⁸ Similarly, Lykon left in his will instructions to manumit his slave Agathon after remaining (*parameinanta*) for two years, and the two litter-bearers after remaining for four years.⁹

3) D.L. 5.73:

... καὶ Ἀγάθωνα δύο ἔτη παραμείναντα ἀφείσθαι ἐλεύθερον: καὶ τοὺς φορεαφόρους Ὀφελίωνα καὶ Ποσειδώνιον τέτταρα ἔτη παραμείναντας.

Agathon is to be set free after remaining for two years, and the litter-bearers Ophelion and Posidonios after remaining for four years.

The philosophers' wills, as cited by Diogenes Laertius have been suspected by some scholars as forgeries or, at least, as not reflecting Athenian practices since Theophrastos and Lykon were foreigners.¹⁰ Yet these philosophers lived for many years in Athens (as metics) and were slaveholders in that city; plausibly they adopted the local practices. And as Klees rightly remarks, we should not infer that *paramonē* did not exist in Athens on the basis of an *argumentum ex silentio*.¹¹ Although no other evidence comes from Athens, it seems safe to infer from these wills the existence there of *paramonē* in the fourth-century BCE, if not earlier.¹²

⁸ Theophrastus also left instructions (D.L. 5.54) to let Pompylos and Threpte (probably his fosterling)—“who have long been free and have been of much service to me” (Πομπύλω δὲ καὶ Θρέπτη πάλαι ἐλευθέροις οὖσι καὶ ἡμῖν πολλὴν χρεῖαν παρεσχημένοις), and who live near the shrine, the monument and the garden—keep all they had received from him in the past, had acquired themselves, or will receive under the will. Note that these two ex-slaves could not use whatever property they had without Theophrastus' explicit permission. It seems safe to infer that they too had been obligated to a *paramonē*-condition when manumitted.

⁹ See also 5.72, concerning Demetrius, “who has long been free” (ἐλευθέρω πάλαι ὄντι).

¹⁰ Against the authenticity of the wills: Meyer 2010, 27 n. 69; less determined is Cohen 1998, 114 n. 47 (“the probably apocryphal philosophers' ‘wills’”). Not Athenian practices: Gernet 1955, 172, who argues on the basis of the absence of any other evidence of *paramonē* in Athens and the fact that Theophrastos and Lykon were foreigners.

¹¹ Klees 2000, 11-12. See also Westermann 1946, 99-104; Todd 1994; and see now Canevaro and Lewis 2014, 103-110, who make a strong case for the authenticity of the wills and for understanding the above stipulations as referring to *paramonē*, while arguing that slaves manumitted with *paramonē*-obligations created a distinct status, that of “*apeleutheroi* with *paramonē*” who were legally and practically free—except for some contractual obligations (see also below).

¹² Westermann 1955, 25 adduces Xen. *Oec.* 3.4, as a possible earlier evidence of *paramonē*. In this passage, speaking about good estate management, Socrates claims that there are households in which slaves are fettered and yet attempt to run away, whereas in other households, although they are without fetters, they are willing to work and remain (ἔνθα δὲ λελυμένους καὶ ἐθέλοντάς τε ἐργάζεσθαι καὶ παραμένειν);

The engraved, legalistically formulated documents from later times and other places may be responsible for modern reluctance to see in more loosely formulated literary texts evidence of this practice. But all the important features are there: slaves manumitted with an obligation to remain with their ex-owner and work for him, before declared to be fully free. The fact that not all the philosophers whose wills are quoted by Diogenes Laertius made use of the *paramonē* only strengthen the impression that evidence from other places creates—that binding slaves by a contract to remain and fulfil certain obligations was optional (at least in most places).

Money, or equivalents, could buy release from *paramonē* (ἀπόλυσις) before the appointed time. In the following example, Archelaos manumits his slave Kyprios by sale to Apollo for three minae, on condition that Kyprios remain with Archelaos until the latter's death. Kyprios will then be free, but will have to pay the balance (τὸ ἐπίλοιπον) of the freedom-price, in three equal annual instalments of one-half mina, to three persons, possibly Archelaos's heirs (l. 5):

4) *SGDI* II 1749 (Delphi, 170-159 BCE):

ἄρχοντος Κλέωνος μηνὸς Ποιτροπίου, ἀπέδοτο Ἀρχέλαος
 Θηβαγόρα Δελφὸς σῶμα ἀνδρείον ὠϊ ὄνομα Κύπριος τὸ γένος Κύπριον
 τῶι Ἀπόλλωνι τῶι Πυθίῳ, τιμᾶς ἀργυρίου μνᾶν τριῶν.
 βεβαιωτήρ· Δεξικράτης Μνασιθέου. παραμεινάτω δὲ Κύπριος παρὰ
 Ἀρχέλαον τὸν πωλήσαντ' αὐτὸν μέχρι καὶ Ἀρχέλαος ζώῃ ἢ ζώῃ·
εἰ δὲ τί καὶ πάθῃ Ἀρχέλαος, ἐλεύθερος ἔστω Κύπριος καὶ ἀποτρεχέτω οἷς
 καὶ θέλῃ, ὡς καὶ τὸ πάθος γένηται περὶ Ἀρχέλαον.
ποταποτεισά[τ]ω δὲ τὸ ἐπίλοιπον τᾶς τιμᾶς ἀργυρίου τρία ἡμιμναῖα.
Θηβαγόρα ἡμιμναῖον, Δωροθέωι ἡμιμναῖον, Ἀρχίαι ἡμιμναῖον. 5
 ἀποτεισάτω δὲ τοῦτο τὸ ἀργύριον ἐν ἐνιαυτῶι, ἀφ' οὗ καὶ τὸ πάθος
 γένηται περὶ Ἀρχέλαον. ἂ δὲ ὦνὰ ἔστω τοῦ θεοῦ. παρεχέτω δὲ Ἀρχέλαος
 καὶ ὁ βεβαιωτήρ Δεξι[κ]ράτης βέβαιον τὰν ὦνὰν τῶι θεῶι· εἰ δὲ τις
 ἐφάπτοιτο Κυπρίου, κύριος ἔστω συλέων καὶ αὐτοσαντὸν καὶ ὁ
 παρατυγχά-
 νων ὡς ἐλεύθερον ἔοντα. [list of witnesses' names]

When Kleon was archon, in the month of Poitropios, Archelaos son of Thebagoras, a Delphian, sold a male slave, whose name is Kyprios, a Kyprian in origin, to Pythian Apollo, for the price of three silver minae. Guarantor: Dexikrates son of Mnasitheos. Let Kyprios remain with Archelaos his vendor as long as Archelaos lives. If Archelaos dies, let Kyprios be free and go wherever he wishes, when Archelaos dies. Let him pay in addition the remaining of the price, three silver half-minae: to Thebagoras half-mina, to Dorotheos half-mina, and to Archias half-mina.

however, the verb *paramenein* here does not relate to manumission but to the state of slaves who are unchained yet do not attempt to run away.

Let him pay this money within a year, from the time of Archelaos' death.¹³ And the sale contract shall be the god's. Let Archelaos and the guarantor Dexikrates present the sale as guaranteed to the god; should anyone lay hold of Kyprios, let anyone who seized him as free, whether he himself or any chance person, be authorized (in doing so).

Sometime later Archelaos must have died, for we read that Kyprios has paid an additional sum of one-half mina to Dorotheos, one-half mina to Thebagoras, and one-half mina to Archias:

5) *SGDI* II 1750 (170-157/6 BCE):

ἄρχοντος Ξενέα μηνὸς Θεοξενίου, ποταπέδωκε Κύπριος Δωροθέω ἡμιμναῖον, Θηβαγόρα ἡμιμναῖον, Ἀρχία ἡμιμναῖον, καθὼς αὐτοὶ εὐδόκησαν, ὃ ἕδει αὐτὸν ἀποδόμεν, ἐπεὶ κα τε πάθη Ἀρχέλαος. μάρτυρες:

[list of witnesses' names]

5

When Xenias was archon, in the month of Theoxenios, Kyprios paid in addition to Dorotheos half-mina, to Thebagoras half-mina, to Archias half-mina, according as they themselves agreed that he should pay, whenever Archelaos dies.

It appears that although Archelaos's death conferred complete freedom upon Kyprios, he had to attain the heirs' consent and pay them additional sums, so that his freedom cost four and a half minae—unless he had paid Archelaos only half the price of his freedom and now paid the difference; the first document, *SGDI* II 1749, does not mention receipt of the payment, like the formula ἀπέχω τὸ χρῆμα we find in other documents (see below).¹⁴

Four documents from Delphi allow us to trace the life of one female slave, Eisias.

6a) *FD* III 3.329 (Delphi, ca. 100 BCE):

[ἄρχ]οντος Θεοξέν[ου τ]οῦ Φιλαιτάλου, κα[τ]ὰ δὲ ὑθεσίαν Βαβύλου τοῦ Α[ἰακ]ίδ[α], μηνὸς Εἰλι[αίου],

[βουλ]ευόντων Αἰακίδα τοῦ Εὐκλείδα, Νείκωνος τοῦ Νεικαίου, ἐπὶ τοῖσδε ἀν[α]τί[θ]ητι [Κλε]-

[όμαντις Δίν]ωνος [ἀν]ὰν Εἰσιάδος ἐπ' ἔλευθερία τειμάς ἀργυρίου μνᾶν δύο. βεβαιωτῆρ [κα]-

[τὰ τοὺς νόμ]ους τὰς πόλιος Αἰακίδας Εὐκλείδα. παραμεινάτω δὲ Εἰσιάς [Κλε]ομάν[τει πάν]-

[τα τὸν τὰς ζ[ωᾶς [χρ]όνον πᾶν ποιοῦσα τὸ ἐπιτασσόμενον πᾶν ὡς δούλα. εἰ δὲ μὴ παραμ[ένοι]

5

¹³ I understand ἐν ἐνιαυτῶι as modifying an action taken within a year, rather than "yearly".

¹⁴ A similar case is *SGDI* 1717 (Delphi, 170–157/6 BCE).

Εἰσιάς ἢ μὴ π[ο]ιέοι [τὸ] ἐπιτασσόμεν[ον], ἐξουσίαν ἐχέτω Κλεόμαντις
ἐπιτειμέων τρόπ[ω] ᾧ]
[κα θέλη καὶ ψο]φρέων καὶ διδέ[ων] καὶ πωλέων. εἰ δέ τις ἐφάπτοιο
Εἰσιάδος ἐπὶ κατα[δου]-
[λισμῶ, βέβαι]ον παρεχέτω [τ]ῷ [θεῶ] ὁ β[ε]βαιωτήρ· κ]ύριος δὲ ἔστω καὶ
ἄλλος συλέων Εἰθιά[δα]
[ἐλευθέραν ἀζάμιος] ὦν καὶ ἀν[υ]πόδικος πάσας δ[ί]κας καὶ ζαμίας καθὼς
κα συλάση. εἰ δέ τι ἀ[ν]- [θρώπι]νον [γένητ]αι περὶ Κλε[ό]μαντιν,
ἐλευ]θέρα ἔστω Εἰσιάς μηθεὶν μηθὲ[ν] ποθήκουσα[. .] 10
Εἰσιάς [. . c.7. .]Ο[. . . c.11 . . . τὰ]
ποτὶ γὰν πάντα ποιε[. . . c.13 . . .]
 [list of witnesses' names]

When Theoxenos son of Philaitolos, the adopted son of Babylos son of Aiakides, was archon, in the month of Eilaios, when Aiakides son of Eukleides and Nikon son of Nikaios were the Councilors, on these conditions Kleomantis son of Dion dedicates the sale of Eisias¹⁵ for the purpose of freedom, for the price of two silver minae. Guarantor, according to the laws of the polis: Aiakides son of Eukleides. Let Eisias remain with Kleomantis as long as he lives, doing everything that is ordered as a slave. Should Eisias not remain and not do what is ordered, let Kleomantis have the right to punish her in whichever way she wishes: beating and binding and selling. Should anyone lay hold of Eisias for the purpose of re-enslaving her, let the guarantor present the guarantee to the god. And let any other be authorized to seize Eisias as free, being immune from penalties and not liable to all lawsuits and penalties, when he seizes. When Kleomantis dies, let Eisias be free, belonging to no one.....

This dedication-manumission of the slave Eisias obligates her to remain (*parameinatō*) with her ex-owner Kleomantis until his death and “do everything that is ordered *as a slave*”. The penalty clause enables Kleomantis, in case Eisias breaches the agreement, to punish her in any way he wishes, including flogging, binding and *even selling*.¹⁶ We shall come back to this text later.

Some time later—perhaps after a year, since it was in the same month but under a different archon—Kleomantis released Eisias from the *paramonē*:

¹⁵ The phrasing here is unusual: it might mean that the slave was manumitted by sale, but the contract itself was dedicated; or—which seems to me preferable—the slave was manumitted by dedication but the agreement between the owner and the slave is described as *onē*.

¹⁶ For selling as punishment for breaching the *paramonē* agreement cf. *FD III 3.337* (Delphi, undated), line 4: ἐξουσίαν ἐχέτω Μενεκράτεια εἴτε κα θέλη πωλεῖν τῶν προγ[ε]ραμμένων τι σωματίων [πωλέουσα εἴτε κολάζουσα καὶ πλαγαῖ]ς καὶ [δ]εσμοῖς καθὼς κα θέλη.

6b) FD III 3.333 (Delphi, ca. 100 BCE):

ἄρχοντος Διοκλέος τοῦ Φιλιστίωνος, μηνὸς Εἰλαίου, τὰδε φρονῶν καὶ νῶν,
 Κλεόμαντις Δίνωνος
ἀπέλυσε τὰς παραμονᾶς Εἰσιάδα τὰν ἰδίαν θρεπτάν, καὶ ἀπέχω τὸ ἐν τῇ
παραμονᾷ καταγεγραμμένον χρῆμα,
καὶ τὸν γεγεννημένον ἐν τῇ παραμονᾷ ἐξ αὐτᾶς υἷον Νικόστρατον, ὃν καὶ
μετωνόμασα θέσει Κλεόμαντιν, ὅπως ἔωνται ἐλεύθεροι
ἀπὸ παντὸς τοῦ βελίστου καὶ μηδενὶ μηδὲν ποθηκότες κατὰ μηδένα
τρόπον. ἐπὶ δέ κά τι πάθη ἀνθρώπινον Κλεόμαντις,
 ἔστωσ[αν] τὰ καταλιφθέντα ὑπ’ αὐτοῦ πάντα <Σω>σύλα ἐν χρήσει. καὶ εἰ
 τί κα πάθη Σωσύλα, ἔστωσ<αν> πάντα Εἰσιάδος κ<α>ὶ Κλεομάντιος, 5
 ἄλω δὲ μηδενὶ προσηκέτωσαν κατὰ μηδέν<α> τρό<πο>ν· ποιησάτω δὲ
 Εἰσιάς τὰ ποτὶ γᾶν πάντα, καθὼς καὶ οἱ λοιποὶ ἄνθρωποι. [list of witnesses’
 names]

When Diokles son of Philistion was archon, in the month of Eilaios, Kleomantis son of Dion, doing this in possession of his senses and of sound mind, released from the paramonē his own threptē Eisia, and I have received the money recorded in the paramonē, and also the son born to her during the paramonē, Nikostratos, whom I renamed, by adoption, Kleomantis, in order that they be free truly and in good faith, belonging to no one in any way. If Kleomantis dies, let all his remaining property be in use of Sosyla. And if Sosyla dies, let it all belong to Eisia and Kleomantis, let them not belong to any other in any way. Let Eisia take care of the funerary rites as does the rest of mankind.

Eisia, who is here described as *threptē* (fosterling), is released in this document from the *paramonē* obligation, possibly for an additional sum, since lines 2-3 mention that it was agreed upon and written in “the *paramona*”. I wonder whether the *paramona* could be a separate document from the *ōna*, the “sale”, mentioned in no. 6a, line 3.¹⁷ Two other manumission documents from Delphi mention the *paramona* as a document: FD III 3.337 (undated), line 6 (ἐν τῇ παραμονᾷ), and 3.365 (undated), lines 9-10 (τὰ ἐν] | τῇ παραμονᾷ). But in the first the word *ὄνά* (the agreement of sale to Apollo) is not mentioned at all, and the other is too fragmentary to tell. On the other hand, in BCH 76 (1952) 646, no. 17 = SEG 12 252 (Delphi, early first century CE), a manumitted slave is released from the *paramonē* and from “everything written in the ‘sale’” (ἀπὸ τῶν ἐν τῇ ὄνᾳ καταγεγραμμένων πάντων]). Therefore, it may well be that where the manumitted slaves were bound to a *paramonē* clause, the term *paramona* was sometimes used as synonym of *ōna*. In any case, the term is here used for the actual agreement as well as for the period of remaining in service, during which Eisia gave birth to a boy, Nikostratos, who seems to be the biological son of her ex-owner Kleomantis, since the latter adopts

¹⁷ For other attestations of *paramona* as a document cf. e.g. FD III 3.337; 3.365.

him and gives him his name; this event was very probably the reason for the *apolyxis*, the release from *paramonē*. Note that the declaration of freedom in lines 3-4 is phrased as a purpose clause, following the declaration of adoption; this phrasing seems to imply that full freedom was given only because the *paramonē* was annulled. Another interesting feature of this document is the phrase *τάδε φρονῶν καὶ νῶν* (“doing this in possession of his senses and of sound mind”), which is found in last wills and donations.¹⁸ This may suggest that Kleomantis also included the stipulation of Eisia’s release and the adoption of her son in his will.

The next document, drawn some years later, shows Eisia already free, now married and herself a slave-owner, manumitting together with her husband and with the consent of her son Kleomantis, known to us from 6b, the slave girl Sostrata and obligating her to remain with them and likewise any children born to her during the *paramonē*.

6c) *FD* III 6.39 (Delphi, 20-46 CE), lines 2-12:

ἄρχοντος Ἀριστο[κλέους τ]οῦ Φιλονίκ[ου, μ]ηνὸς Ἡρακλήου ... ἀπέδοτο Ἀριστί<ω>ν Εὐκλείδα καὶ Εἰσιάς Κλ[ε]ομάντιος, συνευαρεστέοντος καὶ τοῦ

υἱοῦ αὐτᾶς Κλεομάντιος, τῷ Ἀπόλλωνι τῷ Π[υθί]ῳ σῶμα κοράσιον, ἧ ὄνομα Σωστράτα, τειμᾶς ἀργυρίου μνᾶν τριῶν, καὶ τὰν τιμὰν ἀπέχομεν πᾶσαν.

... ἐπὶ τοῖσδε ὥστε παραμένη Σωστρά-

5

τα Ἀρισ[σ]τίωνι Ἀριστίωνι καὶ Εἰσιάδι πάν<τα> τὸν τὰς ζωᾶς χρόνον ἀνεκλήτως, ποιούσα πᾶν τὸ ἐπιτασσόμενον.

εἰ δὲ μὴ ποιέει Σωστρά<τα> πᾶν τὸ ἐπιτασσόμενον, ἔξουσίαν ἐχέτωσαν Ἀριστίων καὶ Εἰσιάς ἐπιτιμέ-

οντες τρόπῳ ᾧ κα θέλωσι. ὅσα δὲ κα γεν<ν>ῆ Σωστράτα ἐν τῷ τὰς παραμονᾶς χρόνῳ ἔστω-

σαν ἐλεύθερα παραμείναντα ἡμεῖν, ἐκτὸς ἐὰν μή τι θέλωσι Ἀριστίων καὶ Εἰσιάς πωλῆσαι πρὸς ἔνδειαν. δότω δὲ Σωστράτα βρέφος Κλεομάντ[ει]

10

βρέφος διετέξ, καὶ ἔστω ἐλεύθερα Σωστράτα, καθὼς ἐπίστευσε Σωστράτα τῷ θεῷ τὰν ὄνᾶν, ἐφ’ ᾧτε ἐλευθέραν εἶμεν καὶ ἀνεφαπ[τον] ἀπὸ πάντων τὸν πάντα χρόνον.

When Aristokles son of Philonikos was archon, in the month of Herakleios ... Aristion son of Eukleides and Eisia of Kleomantis, with the consent of her son Kleomantis, sold to Pythian Apollo a slave girl, whose name is Sostrata, for the price of three silver minae, and we declare to have received the entire sum. ... on

¹⁸ See e.g. *P.Petr.* 2, 3 (Krokodilopolis, 238/237 BC), lines 13, 43. See also *SEG* 12 303 (Phystion, late second century BCE), line 4; and the grave inscription *SEG* 13 261 (Kynouria, third century CE), lines 5-6.

these conditions, that Sostrata remain with Aristion and Eisis as long as they live, giving no reason to complain, doing everything that is ordered. Should Sostrata not do everything that is ordered, let Aristion and Eisis have the right to punish her in whatever way they wish. Let all the children born to Sostrata during the time of the paramonē be free after remaining with us, unless if Aristion and Eisis wish to sell in case of need. Let Sostrata provide Kleomantis with a two-years old infant, and let Sostrata be free according as she entrusted the sale contract to the god, on condition that she be free and untouchable by anyone in all times.

The future children of Sostrata are declared to be free after ending their *paramonē* term, but note that the owners retain the right to sell them during this period—in this case, not as punishment for failing to remain (as we saw in no. 6a above). Surely this must mean that any child born to Sostrata during her *paramonē* period is considered a slave. How then should we understand the status of Sostrata herself? Moreover, Sostrata is made to hand over an infant to her manumittors—probably after ending the *paramonē*. Such a condition is frequently attested in the Delphic manumission inscriptions and elsewhere.¹⁹

Sostrata too was released from *paramonē*, as we see in the next document.

6d) *FD* III 6.40 (Delphi, 20-46 CE):

ἐπὶ δὲ ἄρχοντος Πάσωνος τοῦ Δάμωνος, μηνὸς Ἰλαίου, ἀπέ-
 λυσε Ἀριστίων καὶ Ἰσιάς Σωστράταν τὰς παραμονᾶς. εἰ δέ τι πάθοι
 Ἀριστίων, ποι<ή>σαν-
 τες τὰ ποτὶ γὰν Κλεόμαντις καὶ Σωστράτα τὰ καταλειφ[θέ]ντα <ύ>π'
 αὐτοῦ διελέσθωσαν ἴσα.
 μάρτυρες

When Pason son of Damon was archon, in the month of Ilaios, Aristion and Isias [=Eisis] released Sostrata from the paramonē. If Aristion dies, Kleomantis and Sostrata should take care of the funerary rites and divide equally the property left by him. Witnesses....

But although released from the *paramonē*, Sostrata was further obligated to take care of the funerary rites for her manumittor Aristion, after which she was to inherit him equally with Kleomantis, the son of Eisis. This may have been because

¹⁹ In *IG* VII 3322 = Darmezin 1999, 40, no. 34 (Chaironeia, 2nd century BCE), two female slaves and the boy born to one of them are manumitted by dedication to Serapis, on the condition that they remain with the manumittor's mother for as long as she lives; the document states explicitly that children born to the manumitted slaves during their *paramonē* will be slaves of the manumittor (τὰ δὲ γεννηθέντα ἐξ αὐτῶν ἐν τῷ τῆς παραμονῆς χρόνῳ ἔσσωσαν δοῦλα Δεξιπίπας τῆς Ἀθανίου, lines 10-13). For Delphi see Tucker 1982, 233-236. On handing children see e.g. *BCH* 75 (1971), 311 no. 3 (Delphi, first century CE); *FD* III 3.273 (Delphi, undated); *FD* III 3.291 (Delphi, undated); *FD* III 6.36 (Delphi, 20-46 CE).

Aristion had no children of his own, or perhaps Sostrata was his biological daughter.

Another example of a *paramonē* agreement and its annulment also comes from Delphi:

7a) *FD* III 3.32 (Delphi, ca. 148 BCE):

ἄρχοντας Θευτίμου τοῦ Θευτίμου, μηνὸς Παναγυρίου, ὡς Ἀμφισσεῖς ἄγοντι,

ἐν Δελφοῖς δὲ ἄρχοντας Θρασυκλέος, μηνὸς Ποιτροπίου, ἐπὶ τοῖσδε ἀπέδον-

το Τέλων καὶ Κλητῶ, συνευδοκέοντος καὶ τοῦ υἱοῦ Στράτωνος, τῷ Ἀπόλλωνι τῷ

Πυθίῳ σῶμα ἀνδρείον ὧ ὄνομα Σῶσος, τὸ γένος Καππάδοκα, τιμὰς ἀργυρίου

μῶν τριῶν, καὶ τὰν τιμὰν ἔχοντι πᾶσαν, καθὼς ἐπίστευσε Σῶσος τῷ θεῷ 5

τὰν ὄνάν, ἐφ' ὧτε ἐλεύθερος εἶμεν καὶ ἀνέραπτος ἀπὸ πάντων τὸμ πάντα χρόνον. παραμεινάτω δὲ Σῶσος παρὰ Τέλωνα καὶ Κλητῶ ἄχρι οὗ καζῶντι Τέλων

καὶ Κλητῶ ποιέον τὸ δυνατόν. εἰ δὲ κα μὴ ποιέη, κύριοι ἔστωσαν ἐπιτιμέοντες

αὐτὸν τρόπῳ ὧ καθέλωντι πλὴν μὴ πωλέοντες. ἐπεὶ δὲ κά τι πάθωντι Τέλων καὶ Κλητῶ, ἐλεύθερος ἔστω Σῶσος καὶ ἀνέραπτος ἀπὸ πάντων 10 τὸν πάντα χρόνον. βεβαιωτῆρ κατὰ τὸν νόμον Φιλόξενος Δωροθέου Ἀμφισσεύ<ς>. [protection clause and a list of witnesses' names]

When Theutimos son of Theutimos was archon, in the Amphissan month of Panagyrios, in Delphi Thrasykles was the archon, in the month Poitropios, on these conditions Telon and Kleto sold, with the consent of their son Straton, to Pythian Apollo a slave whose name is Sosos, Kappadocian in origin, for the price of three silver minae, and they declare to have received the entire sum, according as Sosos entrusted the sale contract to the god, on the condition that he be free and untouchable by anyone for all times. Let Sosos remain with Telon and Kleto as long as Telon and Kleto live, doing whatever he is able to do. Should he not do, let (them) be authorized to punish him in whatever way they choose, except selling. If Telon and Kleto die, let Sosos be free and untouchable by anyone for all times.

In contrast to document 6a above, in this one the slave owner specifically renounces re-selling the slave as punishment for not abiding by the *paramonē* agreement.²⁰ Some time later—perhaps a year, since the months are the same but not the archons—Sosos was released from the *paramonē*:

²⁰ See also *FD* III 6.6, line 15.

7b) *SGDI* II 2143 (Delphi, after ca. 148 BCE):

ἄρχοντος Θάρρ[υ]ος μηνὸς Παναγυρίου ὡς Ἀμφισσεῖς
 ἄγοντι, ἐν Δελφοῖς δὲ ἄρχοντος Δαμοστράτου μηνὸς
 Ποιτροπίου, ἀπέδοτο Τέλων καὶ Κλητῶ, συνευδοκέον-
 τος τοῦ υἱοῦ Στράτωνος, τῶι Ἀπόλλωνι τῶι Πυθίῳι σῶμα
 ἀνδρείον ὧι ὄνομα Σῶσος τὸ γένος Καππάδοκα, τιμᾶς ἀρ- 5
 γυρίου μνᾶν τριῶν, καθὼς ἐπίστευσε Σῶσος τῶι θεῶι τὰν
 ὀνάν, ἐφ' ὧτε ἐλεύθερος εἶμεν καὶ ἀνέφαπτος ἀπὸ
 πάντων τὸν πάντα χρόνον. βεβαιωτῆρ κατὰ τὸν νόμον καὶ κα-
 τὰ τὸ σύμβολον· Φιλόξενος Δωροθέου Ἀμφισσεύς, ἀ δὲ προ-
τερασία ὡνὰ ἀ γενομένα Σώσου τῶι Ἀπόλλωνι ἐπὶ ἄρχον- 10
τος ἐν Δελφοῖς Θρ[α]συκλέος καὶ τὰ ἐν τῶι ὄνῳι ποτιγεγραμμέ-
να ὥσπετε παραμεῖναι Σῶσον παρὰ Τέλωνα καὶ Κλητῶ ἄς
κα ζῶοντι ἀτελής καὶ ἀρμένα ἔστω. [list of witnesses' names]

When Tharrys was archon, in the Amphissan month of Panagyrios, in Delphi Damostratos was the archon, in the month of Poitropios, Telon and Kleto sold, with the consent of their son Straton, to Pythian Apollo a slave whose name is Sosos, a Kappadokian in origin, for the price of three silver minae, according as Sosos entrusted the sale contract to the god, on the condition that he be free and untouchable by anyone all the time. Guarantor, according to the law and according to the agreement: Philoxenos son of Dorotheos, Amphissan. The previous contract which was agreed by Sosos and Apollo in the archonship of Thrasykles, and the additional clause in it stating that Sosos is to remain with Telon and Kleto as long as they live, is annulled and void.

The second document actually replaces the original sale contract. We do not know the reason for this, but note that the *paramonē* clause (7a) is phrased in milder terms: Sosos is to do “whatever he is able to do”, and the penalty clause explicitly excludes the possibility of selling him. Note also that the *apolyxis* document (7b) has no protection clause, although there are guarantor and witnesses.

Many other manumission documents contain *paramonē* with harsh penalty clauses. See, for example, the following document from Physkeis in Locris:

8) *IG IX*(1)² 3:679 (mid-2nd cent. BCE):
 [ἀγωνοθετέοντος Με]νάνδρου — — — {²τοῦ δεῖνος}² {²ethnicum}² — —
 [— —, μηνὸς — — ἀ]πέδοτο Λευκί[ας — — — — —]
 [τῶι Ἀθάναι τῶι Ἰλι]ᾶδι σῶμα γυναι[κείον ἐπ' ἐ]-
 [λευθερία, αἶ ὄνομα Σ]ωσῶ, τὸ γένος Σα[ρματίν(?)],
 [τιμᾶς ἀργυρίου]ΜΜΜ. παραμινάτω [δὲ Σω]- 5
[σῶ παρὰ Λευκίαν], ἄχρι οὗ κα ζῆ Λευκία[ς, ποιού]-
[σα τὸ ἐπιτασό]μενον· εἰ δὲ μὴ παραμέ[νοι ἢ μὴ]
[ποιοῖ τὸ ἐπιτασό]μενον, κύριος ἔστω Λευκί[ας]

[τύπτων καὶ δέρ(?)]ων Σωσώ, εἰ μὴ ποιοῖ τι τῶ[ν]
 [ἐπιτασσομένω]ν Σωσώ· ἐπεὶ δέ κα ἀπο[θήνη],
 [ἐλευθέρα ἔστω Σωσ]ώ. βεβαιωτῆρ κατὰ τὸν ν[ό]-
 [μον . . . c.10 . . .] Πολεμάρχου. μάρτυροι — — — —

10

When Menandros was the president of the games....., in the month..... Leukias sold to Athena Ilias for the purpose of freedom a female slave, whose name is Soso, Sarmatian in origin, for the price of three silver minae. And let Soso remain with Leukias as long as Leukias lives, doing what is ordered; and should she not remain or not do what is ordered, let Leukias be authorized to beat and flay(?) Soso, should Soso not do what is ordered. After he dies, let Soso be free. Guarantor according to the law [...] son of Polemarchos. Witnesses.....

On the other hand, some manumission documents from Delphi stipulated that disagreements between owners and slaves under *paramonē* were to be settled by arbitration. For example, in ca. 156-151 BCE Sosias son of Sosias manumitted his female slave Nikaia and her son Isthmos by sale to Apollo (*SGDI* II 1689). He obligated them to remain with him until his death and do whatever he ordered, otherwise the sale will be void (lines 6-8). Sosias further stipulated that “if Sosias blames Nikaia or Isthmos for anything, this will be judged by three men, and whatever they decide will be authoritative (εἰ δέ τι ἐνκαλέοι Σωσίας Νικαία ἢ Ἴσθμῶ, ἐπικριθέντω ἐν ἀνδροῖς τριοῖς· ὅ τι δέ κα οὗτοι κρίνωντι, κύριον ἔστω, lines 8-9).²¹

What then was the status of slaves in *paramonē*?

It is both fascinating and frustrating to see how the same evidence has produced extremely conflicting views. I will now review the interpretations offered by scholars, classifying them according to three main approaches, admittedly ignoring some nuanced variations due to limitations of space.

At one end of the spectrum are those who argue that manumitted slaves under *paramonē* were free. Indeed, when we look at the documents we almost always find the declaration of freedom, witnesses, often also guarantors and protection clauses that warn against attempts to re-enslave the manumitted slaves and empower the guarantors and anyone who so wishes to act in defence of their newly attained freedom, immune from legal action. Moreover, since in some documents the clauses that specify the slave’s new status and the means of its protection precede

²¹ See also the very elaborate arbitration clause in *SGDI* 1696 (150-140 BCE), lines 9-11; *SGDI* 1832 (173 BCE), lines 6-14; *SGDI* 1858 (168 BCE), lines 6-7; *SGDI* 1874 (170-157/6 BCE), lines 15-18; *SGDI* 1971 (150-140 BCE), lines 10-18. Whereas in all previously mentioned documents the arbiters are three men chosen for this duty, in *SGDI* 2049 (198 BCE), lines 14-16, the arbiters are the priests of Apollo together with the manumittor; cf. *SGDI* 2072 (198 BCE), lines 23-25; *SGDI* 1694 (ca. 150-140 BCE); but in the latter document the owner sells his slave to another person and stipulates that she remains with the buyer until the latter dies, after which she is to be free.

the *paramonē* clause, we may understand that the manumitted slaves were free and that they *agreed to the conditions stipulated by the manumittor as free persons*. William Linn Westermann, for instance, argued that manumission contracts make a grammatical distinction between the declaration of freedom and the *paramonē* clause, and that although slaves who committed themselves to *paramonē* surrendered two elements of their freedom—namely, part of their freedom of movement and their freedom of occupation—they remained free persons.²² He also compared *paramonē* clauses in manumission documents to the labour contracts with *paramonē*, known mainly from Egypt, which were entered into by free persons.²³

A similar view was offered by Alan Edouard Samuel; he claimed that the *paramonē* provision did not affect the status of the manumitted as free persons. Samuel emphasized the manumitted slaves' right to own property, to marry and have children, and their protection against arbitrary arrest. He also asserted that the original, technical, legal meaning of *paramonē*, which we find in labour contracts, was only later applied to manumitted slaves without changing its legal nature.²⁴

David Lewis, in a forthcoming study of slavery in Greece and the Near East, emphasizes the fact that manumitted slaves who were released from *paramonē* obligations (examples of which we have seen above) paid for it with their own money, hence they enjoyed legal title to their money and could be legal parties to transactions. Therefore, he argues, freed persons under *paramonē* were legally free. Moreover, arbitration procedures were available against threats of re-enslavement and were equally binding on both the ex-master and the ex-slave: some documents stipulated that disagreements between owners and slaves under *paramonē* were to be settled by arbitration (see above).

Likewise, in a previous work, jointly published by David Lewis and Mirko Canevaro, the authors assert that the slaves manumitted under *paramonē* by the philosophers (see documents 2 and 3 above) “are no longer legally owned by anybody ... they only have, for a certain term, contractual obligations towards their ex-owners and their heirs”.²⁵

Against this line of interpretation the following objections can be raised: documents containing *paramonē* clauses show that despite the declaration of freedom, the guarantees and the fact that the ex-slaves could buy release from the *paramonē*, in many cases slaves manumitted with *paramonē* condition were threatened with corporal punishment and with re-enslavement as though their

²² Westermann 1945; 1950; 1955, 35, 55-56.

²³ Westermann 1948.

²⁴ See also Waldstein 1986, 93-101; Bömer 1960, 40.

²⁵ Canevaro and Lewis 2014, 109.

freedom did not exist *de facto*.²⁶ Children born during the *paramonē* period were often considered slaves. The document *IG VII 3322* from Chaironeia clearly states that children born to the two manumitted female slaves during the *paramonē* will be the slaves of the manumittor. Hence, the female slaves may be free but not their wombs or their offspring. In the document no. 6c, cited above, we saw that the children born to the manumitted slave during the *paramonē* period were considered free, unless the owners decide to sell them—an ambiguous situation: their status depended on the decision of the manumittor. As to documents stipulating arbitration, it should be noted that no law courts were involved, or even Apollo's priests!

Comparison with the Egyptian labour contracts containing *paramonē* indeed reveals similarities, for instance, the fixed term of service, the obligation imposed on the worker to do as told and the penalty clauses. One might infer that, like the Egyptian contractors, the manumitted slaves entered such contracts voluntarily and hence were legally free. Moreover, one might wonder whether the *paramonē* clauses in manumission documents were not actually, like in the Egyptian contracts, payments of loans—in these cases, the money paid for freedom lent by manumittors to those who could not raise the demanded sum; also, the *apolyxis* money might be interpreted as paying the remainder of the loan. Yet there is one crucial difference: the penalty clauses in the Egyptian contracts do not contain a threat to beat, sell or enslave failing contractors!²⁷

Also, the manumitted slaves' right to own and accumulate property was often curtailed by provisions that limited its size or gave the ex-owner the right of inheritance.²⁸ Freedom of movement was also often limited even after the completion of the *paramonē*. This can be gathered, for example, from conditions which obligated the slave to take care of his manumittor's grave.²⁹ As for the protection against re-enslavement, such clauses applied vis-à-vis other persons, not

²⁶ One manumission inscription from Kalymna, *Tit. Calym.* 155 (14-54 CE), obligates the slave under *paramonē* to do all that she used to do when a slave (ποιήσει δὲ πάντα τὰ προστασσόμενα, ὅσα καὶ δουλεύουσα ἐποίει ἄχρι ζωᾶς αὐτῶν; lines 9-11).

²⁷ See Adams 1964, 43-44.

²⁸ In *SGDI* 1696 (Delphi, 150-140 BCE), lines 12-13, it is stipulated that if the manumitted slave dies, his property is to go to the manumittor, and the manumitted slave is not allowed to bequeath anything to anyone else. In *IG IX(2)* 1290 + B. Helly, *Phoenix* 30 (1976), 149-152 (Pythion, second half of the second century BCE), the manumitted female slave and her son are given the right to own a house and other property wherever they wish, hence such rights were not automatically given to manumitted slaves under *paramonē*. [Arist.], *Rh. Al.*, 1422b 9-13 may refer to the same practice.

²⁹ See nos. 6a and 6d above, as well as *FD III* 3.329. See also *IG IX* 1² 1:137A (Kalydon, 130-120 BCE), where *paramonē* is not mentioned, but the manumitted slave is obligated to lay garlands on his manumittor's son's gravestone each month, for as long as he lives; to do that he must have lived near the manumittor's home or at least in the same polis, hence his freedom of movement was restricted.

against the manumitters, who often threatened the manumitted slaves with re-enslavement. Such threats surely indicate that the manumitted slave under *paramonē* was not free vis-à-vis his or her manumitter; the manumission could not have been complete. Moreover, although the majority of the manumission documents mention the guarantor (*bebaiotēr*) or—for instance, those of Chaironeia—state that the manumission-dedication was done according to the law,³⁰ we never hear of judicial procedures like the, admittedly disputed, Athenian *phialai exeleutherikai*;³¹ and despite the frequent encouragement to guarantors and anyone who so wishes to act against challenges to the manumitted slave's freedom (as in document 6a, lines 7-9, above), we have no evidence of actual recourse to such a process, unlike the evidence of the Athenian *aphairesis eis eleutherian*, or the vindication of the manumitted slave's freedom (literally: “carrying to/for the purpose of freedom”) by another person, when it is challenged.³² Admittedly, we find similar phrasing in Delphic manumission inscriptions and elsewhere, which might indicate similar procedures. For example, *BCH* 68/69 (1944/5) 111, no. 22 (Delphi, 146/5 or 145/4 BCE), lines 13-14, use the verb *συλᾶν*, to seize (συ-||[λ]έον[τ]ες Μένανδρον καὶ Γλαφύραν ὡς ἐλευθέρους ἔοντας). In *IG* IX(1) 120 (Elateia, second century BCE), we even see the verb *ἀφαιρεῖσθαι*; lines 9-11 read: καὶ [ἐξέστω τῷ θέλοντι συ]λῆν καὶ προϊστασθαι αὐτᾶς καὶ [εἰς ἐλευθερίαν ἀφαιρεῖσ]θαι (“and anyone who so wishes may protect them [the freed females slaves] and carry them for the purpose of freedom”).³³ In all these cases, immunity from prosecutions and penalties is given to those who act in defence of the manumitted slaves. But we have no evidence of actual legal actions based on the right of *aphairesis eis eleutherian*, hence we do not know whether manumitted slaves outside Athens could indeed go to court or to arbitration.

Finally, if the manumitted slaves agreed to the obligations attached to manumission as free persons, the obligations cannot have been stipulated as

³⁰ E.g. *IG* VII 3322 = Darmezine 1999, 40, no. 34 (see above and nn. 3, 19), lines 14-15: τὴν ἀνάθεσιν ποιουμένη διὰ | τοῦ συνεδρίου κατὰ τὸν νόμον (“the dedication has been made through the Council according to the law”)—a formula recurrent in the Chaironeian manumission inscriptions.

³¹ Lewis 1959; 1968. For a recent edition and discussion of these long-debated Attic inscriptions, which record manumissions in the guise of legal proceedings in *dikē apostasiou*, that is, prosecutions against manumitted slaves who neglected their obligations towards their manumitters (Westermann 1946, 96-99) or the results of real trials in such cases (Zelnick-Abramovitz 2005, 83-84, 289; Zelnick-Abramovitz 2013, 94-100), see Meyer 2010, who interprets the inscriptions as prosecutions against metics in *graphē apostasiou* for failing to pay the metic tax or to register a *prostatēs*.

³² On this legal process see Zelnick-Abramovitz 2005, 292-300, and Sara Forsdyke in this volume.

³³ See also *BCH* 76 (1952) 645, no. 16 (Delphi, late first century BCE), line 7: καὶ ἄλλος ὁ παρατυχῶν ἐν ἐλευθερίαν ἀφαιρεῖ|όμενος κύριος ἔστωι; *BCH* 110 (1986) 450, no. 12 (Delphi, 20/19 BCE), lines 9-10; *FD* III 3.282 (Delphi, undated), lines 10-11; and many other instances.

conditions to freedom! Moreover, threats to re-enslave the manumitted slave always presuppose that he or she fails to “remain” and fulfil other obligations as stated in the manumission agreement. That is, as long as these persons are under the obligation to “remain” they might legally become slaves again—a violent act, which can be envisioned as occurring between two free persons only in a state of war or as an act of piracy and usually punishable by law. And note that it is exactly against such violent seizures that the procedure of *σουλᾶν / ἀφαίρεσις εἰς ἐλευθερίαν* was made available in these same documents.

At the opposite end of the spectrum are those who interpret the restriction of the slaves’ freedom of movement, property rights, and the right to have family as evidence that slaves under *paramonē* were in servile status.³⁴ Among the earlier advocates of this view I mention Ludwig Mitteis (1891, 387-388) and Ludovic Beauchet (1969, 495-496), who both describe manumission with *paramonē* as suspended freedom. A recent and most vigorous exponent of this view is Joshua Sosin (2015), who argues in a comprehensive article that *paramonē* clauses left the slaves in slavery. Sosin envisions the following process in the Delphic sale-manumissions: The owner promised his/her slave freedom, to be implemented only after remaining in service (*paramonē*); in sale-manumissions, like those in Delphi, the slave-owner made a contract with the god, but the slave had a role in framing the contract, financing it and “entrusting” it to the god: the latter bought the slave, but waived his right to use him or her during the period of the *paramonē*; during the *paramonē* the right to use the slave—now the property of the god—was transferred to the former owner; after the end of the *paramonē* period the god set the slave free.

This view is difficult to understand: If the slave remained a slave, what was his role in formulating and financing the contract? How did he/she frame the contract, financed it and “entrusted” it to the god? It is conceivable that slaves negotiated the conditions of their freedom in light of their ability to pay for their freedom. But they did so either by availing themselves of a third party or using the fictive sale to a divinity;³⁵ Sosin does not explain how slaves framed, financed and “entrusted” the sale contract to the god. If the god became the slave’s new owner, how should we understand penalty clauses threatening slaves who failed to abide by the agreement with the annulment of the transaction? Could their former, human owner, now only in *possession* of the property, annul the transaction? If so, what was the god’s interest? And could former owners punish slaves who were no longer their property? Moreover, if only the ownership of the slave changed—with a promise of future freedom—why bother at all to make such a contract? Why stipulate that a slave would be free after serving a fixed period or—more often—until the death of the ex-owner now possessor, if the slave, *qua* slave, in any case “remained” with the person who possessed him or her? If the motive was monetary, a simple sale to

³⁴ On such restrictions see above and nn. 1 and 28.

³⁵ See Zelnick-Abramovitz 2005, 208-222.

another person could achieve the same result. Aristotle (*Pol.* 7, 1330a 32-33) was probably correct in recommending manumission as an incentive for slaves to work more diligently; but why not simply set the slave free instead of going to all this trouble?³⁶

In short, *cui bono*? If slaves under *paramonē* were free, why were they often threatened with harsh, corporal penalty clauses? If they were slaves, why bother with such complicated contracts?

We now come to those—and they form the majority—who take the middle way and, with some nuances, interpret *paramonē* as conferring some halfway status, as claimed, for instance, by R. Dareste, B. Houssoullier and Th. Reinach (1898-1904), who defined a person in *paramonē* as “*loco servi, non servus*” (vol. II, 273-275). In contrast to Sosin, who claims that there was a transfer of complete ownership from the slave-owner to the god, who then waived his right to use the slave thus leaving the slave in slavery, Paul Koschaker (1931), using the idea of divided rights of ownership, argued that during the *paramonē* manumitted slaves were half-free (p. 42), or had “geminderte Freiheit und nicht eine gehobene Sklaverei” (p. 45 and n. 5). The slaves, he argued, owned only half of themselves, while the manumitters retained such rights as they saw fit; only after the end of the *paramonē* period did they attain full freedom (pp. 46-49).³⁷

One interpretation, which seems to me to be particularly helpful, is that of Arnold Kränzlein, who differentiates between the manumitted slaves’ status vis-à-vis their former masters and their status vis-à-vis other persons (pp. 245-257).³⁸ Kränzlein based his conclusion on three inscriptions, all of which, following the *paramonē* and penalty clauses, state that the manumitted slaves will be free in relation to “all the others” (pp. 127-129):

9a) *IG IX(1)² 3:754*, l. 7-10 (Amphissa, 1st half of 1st cent. BCE):
 ἐπὶ τοῖσδε ὥστε παρα[μέ]νη Σωτηρὶς Νικασιπόλει καὶ Ἑρμαίῳ ποιούσα
 πᾶν τὸ ἐπιτασσόμε[νον] ... ποτὶ δὲ τοὺς λοιποὺς πάντας ἔστω Σωτηρὶς
 ἐλευθέρη καὶ ἀνέπαφο[ς].

³⁶ Sosin’s interpretation of the slaves’ condition after *paramonē* is also problematic, but I cannot discuss it here. Suffice it to say that if slaves’ freedom of movement, or even their right to attain citizenship in a certain area were restricted, as attested in the above example, this cannot be described as “full freedom”.

³⁷ Cf. Pringsheim 1950, 9-13, 184-212; See also Calderini 1908, 286; Sokolowski 1954: 176; Babakos 1964: 40; Rädle 1969, 142-145; 1972, 308; Finley, 1982a; 1982b.

³⁸ See Albrecht (1978, 200), who distinguishes manumitted slaves for whom *paramonē* was stipulated as security for the payment for freedom, whom he defines as half-free, from manumitted slaves for whom the *paramonē* was in lieu of a cash payment for freedom, who retained their slave status until the end of the service period.

On these conditions (the sale to Asklepios was made) that Soteris remains with Nikasipolis and Heramios, doing everything she is ordered ... but in relation to all the others let Soteris be free and untouchable.

9b) *IG IX(1) 192, lines 19-22 (Tithora, early 2nd cent. CE):*

παρμεν<ε>ῖ δὲ Ὀνασιφόρον πάντα τὸν τᾶς ζωᾶς χρόνον Νεικαινέτω Νεικαινέτου καὶ Διοκρίτα Τίμωνος, τοῖς δὲ λοιποῖς ἄπασιν ἐλευθέρᾳ ἔστω καὶ ἀνέπαφος.

Onasiphoron will remain with Nikainetos son of Nikainetos and with Diokrita daughter of Timon as long as they live, but in relation to all the others let her be free and untouchable.

9c) *IG IX(1) 194, lines 20-23 (Tithora, early 2nd cent. CE):*

παρμεν<ε>ῖ δὲ Νικάσιν καὶ Στοργῇ πάντα τὸν τᾶς ζωᾶς {Α<νασι>φορ<ου>} Ὀνασιφόρου χρόνον {Υ} | δουλεύουσαι, τοῖς δὲ λοιποῖς ἐλεύθεραι ἔσ<των>.

Nikasin and Storge will remain (with) Anasiphoros for as long as he lives, working as slaves (literally: being slaves), but in relation to the others let them be free.

Although these inscriptions cannot be taken as representative and, as Sosin remarks (2015, 353 n. 100), their late date may be responsible for their atypical formulation, I find Kränzlein's suggestion most persuasive.³⁹ This is because, however we interpret the status of slaves under *paramonē*, it is obvious that their condition cannot be seen to be other than servile in relation to their manumitters: they had to do whatever they were told, sometimes explicitly ordered to work as slaves, under threat of punishment, sometimes corporal, sometimes threatened with re-enslavement or sale to another person; their offspring, whether born before, during or after the *paramonē* period were sometimes declared as slaves and, in any case,

³⁹ Sosin 2015, who argues that the use of the Aorist tense for the imperative and participle of the verb *paramenein* proves that the manumission is conditioned by the *paramonē* and follows it, interprets the expression τοῖς δὲ λοιποῖς in the inscriptions from Tithora as “in the future”, i.e. after the *paramonē* (p. 352 n. 97), but he fails to note that in two of these documents (9b and 9c) the obligation to remain is phrased as a Future indicative: παρμεν<ε>ῖ; hence, the *paramonē* and the freedom towards others were to be simultaneous. Another case is an undated inscription from Thespiai in Boiotia, *IG VII 1780=I.Thespiai V 214*, which states in lines 6-9: εἶμεν δὲ [αὐ]τοῖς πανελευθερίαν παραμ[ει]νάντεσι εὐνόως, ἀνε(ν)κλείτο[ις] | γενομένοις Εὐτύχοι ἄως κα ζ[ώει]. I agree with Koschaker (1931, 42), Rädle (1969, 144), and Albrecht (1978, 196), who understand πανελευθερία as “complete freedom” after the end of the *paramone*, against Kränzlein's (1981, 243) “let them have freedom towards all”; the dative case is used for the manumitted slaves themselves, who are to remain without giving any reason to complain.

even their free status had to be stated clearly; their freedom of movement and occupation was sometimes limited even after the *paramonē*; in many cases, as we saw above, they could not dispose of their property freely, and the ex-owners often state their right to the property accumulated by the slaves—during *and after* the *paramonē*.

On the other hand, the declaration of freedom, the use of gods and sanctuaries as conferring divine sanction on the manumission act, the appointment of guarantors and witnesses, the unequivocal protection clauses, which empowered guarantors, private citizens, and sometimes even the manumitters to act in defence of the slave's new free status, immune from legal action, clearly suggest that the manumitted slave was legally free in relation to whoever was not the manumitter and his/her heirs.⁴⁰ Moreover, in contrast to the evidence showing the almost complete power of the manumitter over his manumitted slave during the *paramonē*, a few documents emphasise that ex-owners can punish their manumitted slaves “as free persons”.⁴¹

Before considering how the Greeks, with their clear-cut distinctions between free and slaves, citizens and non-citizens, could accept such hybrid, incongruous situations, I return to the question *cui bono*? For slaves, it may have been the first time in many years or, often, the first time in their life that they had a legal personality and the legal status of a free person. Slave-owners kept the promise given to faithful slaves, concubines and the latter's offspring, while retaining the slaves' services for a fixed time or until their death, and—most important—protecting themselves against future claims by heirs, by anchoring the agreement in a legal contract with a divine sanction.

Now, there is no doubt that Greek poleis, as scholars have recently objected, did not legally recognize half-statuses. Clear-cut statuses are evident in texts referring to political rights, inheritance rights, judicial procedures and penalties, military service, taxes, distributions of donations etc.,⁴² even if in daily life such

⁴⁰ Cf. Crone 1987, 67; and see Mulliez 1992, 39, on the contradiction between the legal status of the manumitted slave and his/her real situation.

⁴¹ See e.g. *SGDI* 1714, lines 8-9: κύριος ἔστω Δρόμων ἐπιτιμέων Σωφρόνα τρόποι ὧι θέλοι ὡς ἔλευθέρα.

⁴² E.g. *Ath. Pol.* 57.3, 58.2-3; *IG* II² 380, lines 34-43 (Piraeus, 320/19 BCE); *IG* IV² 1, 357 (a gravestone from Epidaurus, after ca. 200 BCE): Ἰάσων Καλλίκωνος ἀπε[λ]εύθερος (“Jason the manumitted slave of Kallikon”); *IG* XII(5), 647, lines 9-11 (Coresia, third century BCE): ἐστῖαν δὲ τοὺς τε πολίτας καὶ οὐδὲ ἡ πόλις κέκληκεν καὶ τοὺς μετοίκους καὶ τοὺς ἀπελευθέρους ὅσοι τὰ τέλη φέρουσιν εἰς Κορησίαν (“And the citizens and those whom the polis invited will partake of the feast, and also the metics and *apeleutheroi*, as many as pay taxes in Coresia”); and see also *OGIS* 338 (= *I. von Pergamon* 249, 133 BCE), lines 10-25, mentioning citizens, *paroikoi*, *katoikoi*, specific ethnic groups, and mercenaries, freed slaves (*exeleutheroi*), and slaves; *Syll.*³ 742 (= *I. Ephesos* 8, 86 BCE), lines 44-46, mentioning citizens, *isoteleis*, *paroikoi*, *hieroi*, *exeleutheroi*, and *xenoi*.

distinctions were often blurred.⁴³ But the relations between private persons and their slaves were a private matter, and manumission—the same as slave-holding—was a private matter. Conditions placed on manumission were decided at the discretion of the manumittor; he or she just had to abide by the laws where such existed, usually regarding the method of manumission and some general obligations of the manumitted,⁴⁴ as reflected perhaps by the *dikē apostasiou* in Athens or the obligation to register a *prostates* in many places or, perhaps, the *paramonē* itself in Kalymna.⁴⁵ The manumission documents, including those with *paramonē*, are not uniform; they display an array of conditions in addition to the obligation to “remain”.⁴⁶ This diversity should at least warn us against decisively concluding that manumitted slaves under *paramonē* were either legally free *or* in slavery. In contrast to the clear-cut legal distinctions in what concerns individuals’ relation with the polis, relations within one’s *oikos* and daily social life show that such distinctions were often blurred: hence the frequent prosecutions of “imposters” in Athens, known from the forensic orations, from references to the *dikē apostasiou* and the *graphē aprostasiou*, and from the *phialai exeleutherikai*. A case in point—discussed in detail by Sarah Forsdyke in this volume—is Lysias’ oration 23, *Against Pankleon*, who was prosecuted on the charge that, though a metic, he pretended to be a citizen, but during his investigation the prosecutor found out that two different people were claiming him as their slave.

In conclusion, I am still convinced, as I have argued elsewhere,⁴⁷ that slaves manumitted under *paramonē* were both free—in relation to other people and the polis, and in servile status—in relation to their ex-owners. This ambiguous condition is reflected in the variety of conditions, restrictions and punishments attached to the *paramonē* obligation and especially, perhaps, in the undecided status of children born to manumitted females during the *paramonē*. This was not a “juridical chimera”, as Sosin derisively calls it,⁴⁸ but one manifestation of the social reality.

rachelze@post.tau.ac.il

⁴³ See Vlassopoulos 2007.

⁴⁴ See Zelnick-Abramovitz 2009. On the polis’ intervention in Elateia see Zachos 2007.

⁴⁵ So Segré, *Tit. Calym.*, 177-178; Babakos 1964, and Samuel 1965, 294.

⁴⁶ See Crone 1987, 67 on the flexibility of the *paramonē*, which made it popular among manumittors.

⁴⁷ Zelnick-Abramovitz 2005, 244-246.

⁴⁸ Sosin 2015, 348: “The transactions did not create individuals who were half-free, both free and slave, or any other juridical chimera”.

BIBLIOGRAPHY

- Adams, B. 1964. *Paramoné und verwandte Texte. Studien zum Dienstvertrag im Rechte der Papyri*, Berlin: Walter de Gruyter.
- Albrecht, K.-D. 1978. *Rechtsprobleme in den Freilassungen der Böoter, Phoker, Dorier, Ost- und Westlokrer*, Paderborn: F. Schöningh.
- Babakos, A. 1964. "Familienrechtliche Verhältnisse auf der Insel Kalymnos im 1. Jahrhundert n. Chr.," *ZRG* 81, 31–51 (translated from the original "Σχέσεις οικογενειακοῦ δικαίου εἰς τὴν νῆσον Καλύβων τὸν α' μ.Χ. αἰῶνα", Athens 1963).
- Beauchet, L. 1969 (1897). *Histoire du droit privé de la république athénienne*, vol. II, Amsterdam: Editions Rodopi.
- Bömer, F. 1960. *Untersuchungen über die Religion der Sklaven in Griechenland und Rom, Vol. II: Die sogenannte sakrale Freilassung in Griechenland und die (δοῦλοι) ἱεροί*, Wiesbaden: Franz Steiner Verlag.
- Calderini, A. 1908. *La manomissione e la condizione dei liberti in Grecia*, Roma (reprinted, 1965).
- Canevaro, M. and Lewis, D. 2014. "Khoris Oikountes and the Obligations of Freedmen in Late Classical and Early Hellenistic Athens", *Incidenza dell' Antico* 12, 91-121.
- Crone, P. 1987. *Roman, Provincial and Islamic Law. The Origins of the Islamic Patronate*, Cambridge: Cambridge University Press.
- Dareste, R., Housoullier, B. and Reinach, Th. 1898-1904. *Recueil des inscriptions grecques*, vol. II. Paris: E. Leroux (repr. 1965).
- Darmezin, L. 1999. *Les affranchissements par consécration en Béotie et dans le monde grec hellénistique*, Nancy: A.D.R.A.
- Finley, M.I. 1982a. "Between Slavery and Freedom", in: Shaw, B.D. and Saller, R.P. (eds.), *Economy and Society in Ancient Greece*, New York: Viking Press, 116-32 (first published in *Comparative Studies in Society and History*, 6 [1964] 233–49).
- Finley, M.I. 1982b. "The Servile Statuses of Ancient Greece", in Shaw, B.D. and Saller, R.P. (eds.), *Economy and Society in Ancient Greece*, New York, 133-49 (originally published in *RIDA* 7, 1960, 165-89).
- Harter-Uibopuu, K. 2013. "Epigraphische Quellen zum Archivwesen in den griechischen Poleis des ausgehenden Hellenismus und der Kaiserzeit", in M. Faraguna (ed.), *Archives and Archival Documents in Ancient Societies*, EUT Edizioni Università di Trieste, 273-305.
- Hopkins, K. 1978. *Conquerors and Slaves*, Cambridge: Cambridge University Press.

- Klees, H. 2000. "Die rechtliche und gesellschaftliche Stellung der Freigelassenen im klassischen Griechenland", *Laverna* 11, 1-43.
- Koschaker, P. 1931. *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus*, Leipzig: S. Hirzel.
- Kränzlein, A. 1981. "Bemerkungen zu den griechischen Freilassungsinschriften", in: H.J. Wolff, A. Biscardi, J. Modrzejewski, and P. Dimakis (eds.), *Symposion 1979, Vorträge zur griechischen und hellenistischen Rechtsgeschichte*, Köln: Bohlau, 239-47.
- Lewis, D.M. 1959. "Attic Manumissions", *Hesperia* 28.3, 208-38.
- Lewis, D.M. 1968. "Dedications of Phialai at Athens", *Hesperia* 37.4, 368-80.
- Lewis, D.M. (2018) *Greek Slave Systems and their Eastern Neighbours: A Comparative Study*, Oxford: Oxford University Press.
- Meyer, E.A. 2010. *Metics and the Athenian Phialai-Inscriptions: A Study in Athenian Epigraphy and Law*, Historia Einzelschriften 208, Stuttgart: Franz Steiner Verlag.
- Morrow, G. 1939. *Plato's Law of Slavery in its Relation to Greek Law*, Urbana: University of Illinois Press.
- Mitteis, L. 1891. *Reichsrecht und Volksrecht in den östlichen Provinzen des römischen Kaiserreichs*, Stuttgart: B.G. Teubner (reprinted by G. Olms 1963).
- Mulliez, D. 1992. "Les actes d'affranchissement delphiques", *Cahiers du Centre Gustave Glotz* 3, 31-44.
- Pringsheim, F. 1950. *The Greek Law of Sale*, Weimar: H. Bohlaus Nachf.
- Rädle, H. 1969. *Untersuchungen zum griechischen Freilassungen*, Diss. Universität zu München.
- Rädle, H. 1972. "Platons Freigelassenengesetze als Ausdruck attischer Standespolitik des 4. Jahrhundert", *Gymnasium* 79, 305-13.
- Samuel, A.E. 1965. "The Role of the Paramone Clauses in Ancient Documents", *JJP* 15, 221-311.
- Sokolowski, F. 1954. "The Real Meaning of Sacral Manumission", *Harv. Theol. Rev.* 47.3, 173-81.
- Sosin, J.D. 2015. "Manumission with *Paramone*: Conditional Freedom?", *TAPA* 145, 325-81.
- Tucker, C.W. 1982. "Women in the Manumission Inscriptions at Delphi", *TAPA* 112, 225-36.
- Vlassopoulos, K. 2007. "Free Spaces: Identity, Experience and Democracy in Classical Athens", *CQ* 57.1, 33-52.
- Waldstein, W. 1986. *Operae Libertorum. Untersuchungen zur Dienstpflicht freigelassener Sklaven*, Stuttgart: Franz Steiner Verlag.
- Westermann, W.L. 1945. "Between Slavery and Freedom", *Amer. Hist. Rev.* 50, 213-27.
- Westermann, W.L. 1946. "Two Studies in Athenian Manumission", *JNES* 5.1, 92-104.

- Westermann, W.L. 1948. "The Paramone as General Service Contract", *JJP* 2, 9-50.
- Westermann, W.L. 1950. "Extinction of Claims in Slave Sales at Delphi", *JJP* 4, 49-61.
- Westermann, W.L. 1955. *The Slave Systems of Greek and Roman Antiquity*, Philadelphia (reprinted, 1957).
- Zachos, G. 2007. "The Interference of the City in the Elateian Manumissions", in *Fear of Slaves - Fear of Enslavement in the Ancient Mediterranean (Discourse, representations, practices)*, Rethymnon 4-7 November 2004, Presses Universitaires de Franche-Comté (Actes des colloques du Groupe de recherche sur l'esclavage dans l'antiquité), 115-24.
- Zelnick-Abramovitz, R. 2005. *Not Wholly Free. The Concept of Manumission and the Status of Manumitted Slaves in the Ancient Greek World*, Leiden – Boston: Brill.
- Zelnick-Abramovitz, R. 2009. "Freed Slaves, Their Status and State Control in Ancient Greece", *European Review of History: Revue européenne d'histoire*, 16.3, 303-18.
- Zelnick-Abramovitz, R. 2013. *Taxing Freedom in Thessalian Manumission Inscriptions*, Leiden – Boston: Brill.

