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PENALTIES IN DELPHIC *PARAMONE* CLAUSES: A GENDER PERSPECTIVE*

Abstract: This paper discusses the legal capacity and motivations of female manumittors in Hellenistic Delphi, and the penal authority bestowed on female beneficiaries appointed in *paramone* clauses. These suggest that women enjoyed similar penal authority to that of male beneficiaries, depending on the stipulations in each contract. Manumissions appointing female beneficiaries of *paramone* may reflect the need to reduce the risk of claims asserted by heir or creditors of the beneficiary's male kin, whom it would often have been difficult for a woman to fend off through the courts.

Keywords: *paramone*, penalty clauses, corporal punishment, contracts, women's legal capacity

I. Introduction: the case of Polya

In the archonship of Dexondas, Polya daughter of Philinos sold a girl, Kallo, to Pythian Apollon for the price of two silver *mnai*. The sale was publicised in the sanctuary of Apollon at Delphi (SGDI 2269), and the inscription runs as follows:

In the archonship of Dexondas, in the month Boukatios. On these terms did Polya daughter of Philinos, with the endorsement of both her daughter, Herais, and her sons Megartas, Polytimidas and Philokrates and of his son, Erasippos, sell to Pythian Apollon a female person, a girl, Kallo by name, born in the household, for the price of two silver mnai. And she is in possession of the entire purchase price, according to the terms on which Kallo entrusted the purchase to the god, on condition that she should be free and not to be claimed as a slave by anyone. Kallo must stay with Polya as long as Polya is alive, carrying out every practicable instruction. If Kallo does not obey, Polya shall be authorised to punish Kallo as a free woman, in the way she wants. If anyone lays hands on Kallo with a view to enslaving her, any bystander shall be authorised to seize her back as a free woman, with impunity and with immunity from any legal action or penalty. Guarantor according to the laws of the city: Peisistratos son of Boulon. Witnesses: the priests of Apollon Andronikos, Praxias and the officials Alkinos, Praochos, and the lay

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*persons Peisistratos, Menes, Eukleidas, Philokrates, Theoxenos, Mnasiyas, Agathokles, Antichares.*¹

According to this record, Polya was in possession of money entrusted by Kallo to Apollon, so that the god could buy her from her owner. From the terms on which Kallo had entrusted her money to Apollon, it might be inferred that Kallo was from now on to be regarded as free. Yet, according to the terms of the sale, she was not free to leave the household of her former owner, nor to decide on her own day-to-day activities. She had to obey Polya's orders, and if she failed to do so, Polya was authorised to punish her (κυρία ἔστω Πολύα ἐπιτιμέουσα). Kallo's obligation to stay and serve her former owner was apparently open-ended, lasting until Polya's death. On the other hand, the terms of the sale offered Kallo a certain level of protection. Polya's commands were not to exceed the girl's capabilities, and, more importantly, when deciding on how to punish Kallo, Polya had to treat the girl as free (ὡς ἐλευθέραι).

At first glance, this text reads as a typical Delphic document pertaining to this kind of sale. Most of the clauses are formulaic and familiar, occurring time and time again in the Delphic records over the course of more than three centuries. On closer reading, though, several features stand out as interesting, and the text offers precious information about some of the individuals involved in the transaction.

Polya was in many respects a fortunate woman when she sold Kallo to Apollon. She had been blessed with no fewer than three sons (Megartas, Polytimidas and Philokrates), a grandson (Erasippos), and a daughter (Herais). She was probably advanced in years, and the fact that only her children and grandchild are explicitly recorded as supporting her decision suggests that she was a widow. But with four surviving children and a grandson into the bargain, she probably had less to worry about than most other elderly women in her position in regard to her chances of receiving care and support in her old age. As for Kallo, she had been born in Polya's household (τὸ γένος ἐνδογενῆ), and to judge from the designation of her as a 'girl'

¹ ἄρχοντος Δεξώνδα μηνὸς Βου[κα]τίου, ἐπὶ τοῖσδε ἀπέδοτο Πολύα Φιλίνου, συνευδοκεούσας καὶ τᾶ[ς] θυγατέρας Ἡραΐδος καὶ τῶν υἱῶν [α]ὐτᾶς Μεγάρτα, Πολυτιμίδα καὶ Φιλ[οκρ]άτεος καὶ τοῦ υἱοῦ αὐτοῦ Ἐρασίππου, τῷ Ἀπόλλωνι τῷ Πυθίῳ σῶμα γυναικεῖ[ν] κοράσιον αἰ ὄνομα Καλλῶ τὸ γένος ἐνδογενῆ, τιμᾶς ἀργυρίου μῶν δύο, καὶ τᾶ[ν] τιμᾶν ἔχει πᾶσαν, καθὼς ἐπίστευσε Καλλῶ τῷ θεῷ τὰν ὠνάν, ἐφ' ὅτῳ ἐλευθέραν εἶμεν καὶ ἀνέφαπτον ἀπὸ πάντων. παραμεινάτω δὲ Καλλῶ παρὰ Πολύαν ἕως κα ζῶῃ Πολύα, ποιούσα τὸ ποτιτασσόμενον καὶ δυνατὸν πάν. εἰ δὲ μὴ πειθαρχοῖ Καλλῶ, κυρία ἔστω Πολύα ἐπιτιμέουσα Καλλοῖ τρόποι οἱ θέλοι ὡς ἐλευθέραι. εἰ δὲ τις ἐφάπτοιτο ἐπὶ καταδουλισμῷ Καλλοῦς, κύριος ἔστω ὁ παρατυγχάνων συλεῶν ὡς ἐλευθέραν οὔσαν Καλλῶ ἀζάμιος ὢν καὶ ἀνυπόδικος πάσας δίκας καὶ ζαμίας. βεβαιωτῆρ κατὰ τοὺς νόμους τᾶς πόλιος· Πεισίστρατος Βούλωνος, μάρτυροι· τοὶ ἱερεῖς τοῦ Ἀπόλλωνος Ἀνδρόνικος, Πραξίας καὶ οἱ ἄρχοντες Ἀλκίνος, Πράοχος, ἰδιῶται Πεισίστρατος, Μένης, Εὐκλείδας, Φιλοκράτης, Θεόξενος, Μνασίας Ἀγαθοκλέος, Ἀντιχάρης.

(κοράσιον) she was probably still quite young when she was sold to the god. The text does not mention who her parents were, nor whether they or anyone else had helped Kallo to furnish the purchase sum. Nor do we know if she was fortunate enough to outlive Polya, subsequently taking her life into her own hands.

Polya and her family appear also in *SGDI* 1686 that relates to a transaction carried out in the archonship of Soxenos, probably a few years later. In this document Polya is selling a female slave, Kastalia, to the god, with no specification of any obligations to be imposed on Kastalia. On this occasion, too, Polya's transaction was supported by her daughter Herais, her grandson Erasippos, and her son Polytimidas.² However, Megartas and Philokrates are both missing from the list. Perhaps they had been absent abroad when Polya sold Kastalia, or otherwise prevented from endorsing her transaction in person, or both may have died.

The text yields one further detail about Polya's family. She had had another daughter, Aristo, who is recorded as the mother of Polya's grandson Erasippos, son of Philokrates. Aristo herself is absent from both lists of Polya's descendants endorsing her transactions, and it is likely that Aristo had died. As for her son Erasippos, he had probably been adopted by his maternal uncle Philokrates before or after her death. This type of adoption is well attested also for classical Athens;³ and it may in turn suggest that Philokrates himself was quite advanced in age.

The absence of three of Polya's five children from *SGDI* 1686 alerts us to the precarious position of elderly people in a world where mortality levels were high, and where adult men may regularly have spent extensive periods of time abroad, for example as soldiers or traders. Polya's circumstances will be considered again later, but first it is worth taking a closer look at the contract relating to the sale of Kallo, and the way it fits into a wider pattern of sales or dedications with *paramone*, as attested in inscriptions from Delphi.⁴ The discussion will focus primarily on the Delphic manumission records as an important type of evidence for the authority that could be exercised by women, *de facto* as well as *de jure*, over other men and

² *SGDI* 1686.3-4: συνευδοκεούσας καὶ τὰς θυγατρὸς αὐτὰς Ἡραΐδος καὶ τοῦ υἱοῦ Πολυτιμίδα καὶ Ἐρασίππου τοῦ τὰς θυγατέρος υἱοῦ Ἀριστοῦς καὶ Φιλοκράτους...

³ *pace* Cromme (1962: 211) who identifies Philokrates as Aristo's husband. For Athenian adoptions by maternal uncles, see *e.g.* Isaios 3.1, 6.3, 11.49. A less likely explanation is that Philokrates and Aristo were uterine half-siblings, but the evidence for such unions is tenuous, except in Hellenistic Egypt. See *e.g.* Vêrilhac and Vial (1998: 93-99) and, for a less sceptical approach, Vêlissaropoulos-Karakostas (2011: 295).

⁴ For the purposes of the present paper, the definition of *paramone* is broad, encompassing the conditions discussed under the heading 'deferred manumissions' by Zelnick-Abramovitz (2005: 222-234): it includes obligations that could be met even when it was not specified that the person sold or dedicated had to remain physically in the beneficiary's household. See *e.g.* *SGDI* 1791 and *FD* III 6: 95 (the persons sold are obliged to pay off *eranos* loans, but it is not specified that they must remain with their former owners).

women whose services had been assigned to them by the terms of their sale or dedication.

II. Female vendors and beneficiaries in the Delphic documents

It has often been noted that the number of female slaves sold or dedicated to Pythian Apollon far outnumber the number of males.⁵ In 328 documents that impose obligations on the persons dedicated or sold, unfree females outnumber men nearly 3:2, as can be seen from Table 1 below. Scholars have also long noted the large number of female *vendors* in the Delphic texts,⁶ a phenomenon which is particularly conspicuous in the documented sales with *paramone*.

Altogether 156 of the 328 documents involve women as designated vendors on their own or jointly with men, while 147 documents involve men as vendors, either alone or jointly with other men. 106 of the 156 contracts relate to transactions carried out by women who were acting alone or jointly with other women. In most of them the beneficiaries of the *paramone* clauses were the female vendors themselves, sometimes along with other designated male and female kin. In the 50 transactions in which women appear as joint vendors with men, most female vendors are acting jointly with their husbands, but there are also several transactions involving females acting jointly with their fathers, sons, grandsons, or brothers.⁷ Here, too, it is most often the case that the joint vendors are also the joint beneficiaries of the *paramone* clauses, but it must be noted that some contracts designate the female vendor alone as beneficiary of the obligations imposed on the person(s) sold.⁸

Polya's position as sole vendor of Kallo, and as the beneficiary of Kallo's services during the period of *paramone*, thus conforms to a wider pattern observable in the Delphic documents. That is true also in a further respect: as can be seen from Table 1, female vendors tend to sell unfree females far more often than they sell males. Moreover, persons designated as 'children', especially as 'girls' (*korasia* or *koridia*), figure very prominently among the persons sold by women. The ratio of persons designated as 'children' to adults is far lower in transactions conducted by male vendors who acted alone or as joint vendors with other men. Table 2 shows a similar pattern for beneficiaries: the vast majority of the female beneficiaries are

⁵ e.g. Tucker (1982).

⁶ e.g. Foucart (1867: 5-6), Bloch (1914: 13-14), Rädle (1969: 125-127).

⁷ See e.g. *FD* III 3: 26 (sister and brother), 6: 31 (father and daughter), *SGDI* 1792 (a grandmother, her daughter-in-law, and two grandsons; see Kränzlein (2010: 6-7 n.33)).

⁸ e.g. *SGDI* 1755 (two females sold by Kallis and Polytas of Lilaia, with Kallis as sole beneficiary), *FD* III 3: 300 (girl sold by Stephanos s. of Damokrates and Euklea d. of Dionysios, with Euklea as sole beneficiary), 4: 496 (woman sold by Polyxenos s. of Archon, represented by his *phrontistes*, and Harmodika d. of Harmodios, with Harmodika as sole beneficiary).

assigned the services of women and ‘girls’, while the ratio of persons designated as ‘children’ is conspicuously lower for male beneficiaries.

It is widely agreed that the Delphic evidence testifies to women enjoying considerable authority in matters of property, both in Delphi itself and in several of its adjacent regions, especially in relation to property consisting of enslaved human beings.⁹ They were recognised not only as owners in their own right but also as entitled to administer and dispose of their property, without having to secure the consent of a male representative. There has long been a broad scholarly consensus that the persons recorded as endorsing or approving the transactions, as Polya’s children and grandchild did, were not acting in a capacity as the women’s *kyrioi*, but that their endorsement was recorded in order to prevent them or their future heirs from laying claim to the person(s) transferred into divine ownership.¹⁰

It is thus an uncontroversial observation that the women appearing in the texts from Delphi and elsewhere could and regularly did act independently, on their own authority, as vendors or dedicators. However, there has been far less discussion of the extent to which these women’s entitlement and authority may have influenced the day-to-day relationships between female owners and their slaves, let alone a female beneficiary appointed in a *paramone* clause and the person who was obliged to serve her. Often penalty clauses were added to the specification of obligations in the *paramone* clause, to be applied by the beneficiary as punishment for non-compliance. The authority conferred on the beneficiary to administer punishment may throw some interesting additional light on questions pertaining to female authority inside and outside the household.

III. Female beneficiaries, penalty clauses, and female agency

Far from all *paramone* clauses were accompanied by penalty clauses, but the latter were frequently included in the inscribed texts: of 328 documents with *paramone* stipulations 256 add a penalty clause, while 72 do not. The contract relating to Polya’s sale of Kallo is among the former, with its express permission for Polya to

⁹ See e.g. Foucart (1867: 5-6), Bloch (1914: 13-14), Albrecht (1978: 301-305), Kränzlein (2010: 3-5). For an overview of the debate on the evidence from Phokis and adjoining regions along with other regions of Hellenistic Greece, see e.g. Zelnik-Abramovitz (2005: 130-147), Calero-Secall (2004: 86-92), Stavrianopoulou (2006: 188-196, mainly on Thera). Vêrilhac and Vial (1998: 185-186) count 40 women acting alone without any recorded consent of kin, but they include only those examples for which the civic identity of the female vendors is known. For the Boiotian documents relating to consecrations, in which it is usually, but not always recorded that a female consecrator had been assisted by a male representative, see Darnezin (1999: 196-202).

¹⁰ In several documents, women endorse the transaction of both women and men, as mothers, daughters, wives, and sisters. For a range of examples of different permutations, see Cromme (1962: 195-201) and Albrecht (1978: 225-229). For a discussion of the purpose and function of the endorsement, including a critique of Cromme’s interpretation, see Kränzlein (2010: 1-8).

discipline Kallo. It might be tempting to infer that the inclusion of a penalty clause would have been deemed desirable to prevent Polyá's penal authority from being questioned because of her gender.

However, in combination the figures in Table 2 and Table 3 strongly indicate that neither the gender of the beneficiary nor the gender of the person bound by *paramone* were factors that had influenced the decision whether or not to include an explicit penalty clause. Penalty clauses are included in ca. 83% of the documents that designate females as beneficiaries of the *paramone*, and in 75% of the documents with male beneficiaries. Nothing suggests that it was regarded as more problematic for a female beneficiary to dispense punishment than for her male counterpart.

A related question is whether the methods and severity of punishment that could be administered by female beneficiaries were more restricted than those available to men. As mentioned earlier, by the terms of Polyá's contract Polyá was authorised (κυρία ἔστω) to punish Kallo (ἐπιτιμέουσα) as a 'free person' (ὡς ἐλευθέρα). This may mean that she had to refrain from administering corporal punishment, and in particular flogging,¹¹ opting instead for other types of punishment such as reduction of food rations, verbal chastisement, assignation of particularly unpleasant or onerous tasks, and monetary penalties.¹²

A parallel to the specific clause defining Polyá's authority is found in only one other Delphic text, *SGDI* 1714, which is roughly contemporary with Polyá's sale of Kallo. The text records the sale of a 'girl' (*korasion*) Sophrona by three joint vendors: a married couple, Bakchios son of Agron and Xenaina daughter of Theophrastos, and Dromon son of Dromon, whose relationship with the married couple cannot be determined. Dromon was appointed the sole beneficiary of the *paramone*, and like Polyá he was allowed to choose only such punishment as would be suitable for a free person.¹³ It is thus most unlikely that Polyá's choice of punishment had been restricted because of her gender.

A further 30 documents confer penal authority on female beneficiaries by use of the punishment verb *kolazein*, rather than *epitimein*. Like *epitimein*, *kolazein* has a broad semantic range: in both literary and epigraphical sources it often encompasses

¹¹ In Kallo's case, the issue is complicated by the fact that Kallo was designated as a 'girl' (κοράσιον): in some Greek communities it was permitted to impose corporal punishment on free children as well as on slaves (e.g. *IG* XII, 5, 569, Karthaia, C3). See further Klees (1998: 183-184).

¹² The verb *epitimein* itself is vague. In the Attic orators it can mean anything from a verbal reproach to a fine imposed by a court as punishment for embezzlement (Aisch. 1.113), or a financial penalty in the context of a contractual relationship (Dem. 56.10, cf. *ID* 366.16, Delos 207 B.C.). Its cognate noun, *epitimion*, is sometimes used with reference to far more severe punishment, including the death penalty (e.g. Lyk. 1.8).

¹³ παραμεινάτω δὲ Σωφρόνα παρὰ Δρόμωνα ἕως οὗ καὶ ζῶη Δρόμων ποιέουσα τὸ ποτιτασσόμενον καὶ δυνατὸν πᾶν· εἰ δὲ μὴ πειθαρχεῖ Σωφρόνα, κύριος ἔστω Δρόμων ἐπιτιμέων Σωφρόνα τρόπῳ ᾧ θέλοι ὡς ἐλευθέρα.

corporal punishment, including the death penalty, as well as monetary penalties. In 22 of these documents, the women are sole beneficiaries of the *paramone*,¹⁴ while in the remaining eight they share their penal authority jointly with male fellow beneficiaries.¹⁵ In only one instance, *SGDI* 2202, do we find the authority to punish bestowed exclusively on the male beneficiary, Aristion, who otherwise shares the services of the *paidarion* Apollonios with a joint female beneficiary, Niko (perhaps his wife or daughter). In the Delphic inscriptions, this is the exception that proves the rule. As such it strongly indicates that the penalty clauses bestowing joint penal authority to be shared by male and female beneficiaries were more than just the result of careless drafting or unthinking replication of a standard formula.¹⁶

Indeed, other documents confirm that it was not at all unthinkable for female beneficiaries to administer corporal punishment. A number of penalty clauses permit the female beneficiaries to resort to flogging and other types of physical chastisement, including binding or confinement in addition to whipping and beating. The feminine participles leave the reader in no doubt that the women in question were allowed to administer the punishment in person.¹⁷

Moreover, several of the penalty clauses include a further stipulation that permits the beneficiary (or beneficiaries) to delegate the punishment for a third party to administer according to the beneficiary's instructions. This permission is given to both male and female beneficiaries, and it occurs both in penalty clauses that use the verb *epitimein* and in those which employ the verb *kolazein*.¹⁸ In two further instances the delegation clause refers explicitly to punishment in the form of flogging and binding.¹⁹ Such delegation would make only limited sense, unless the

¹⁴ *SGDI* 1748, 1752, 1755, 1767, 1775, 1799, 1823, 1830, 1836, 1852, 1855, 1924, 1925, 1945, 2015, 2034, 2066, 2229, 2233, *FD* III 2:169, 3:3, 3:337.

¹⁵ *SGDI* 1707, 1708, 1717, 1757, 1890, 1942, 1944, *FD* III 3:6.

¹⁶ If the restoration of lines 11-12 is correct, Darmezin 1999: 80 no. 113 (Orchomenos, C2 B.C.) may provide a parallel to *SGDI* 2202: here only the male beneficiary Hierokles is authorised to punish, while his female fellow beneficiary Ithippina is not.

¹⁷ See e.g. *FD* III 3: 337 (κολάζουσα καὶ πλαγαῖς καὶ [δ]εσμοῖς), 3: 351 (μαστιγοῦσα Σωτηρὶν καὶ ἐπιτιμέουσα), 3: 174 (ἐπιτιμέουσαι Ὀνασιφόρῳ τρόπῳ ὦ[ι] κα θε[λωντι] καὶ μαστιγοῦ[σα]ι καὶ διδέουσαι πλὰν μὴ παλέουσα[ι]), *SGDI* 2171 (ἐπιτιμέουσα καὶ διδέουσα τρόποι ὦι κα θέληι πλὰν μὴ παλέουσα), *SGDI* 2216 (μαστιγοῦσα καὶ διδεῖσα καὶ ἄλλο ὄ κα θέληι ποιούσα).

¹⁸ With the verb *epitimein*: *SGDI* 2163, *FD* III 1: 303, *BCH* 88 388 (male beneficiaries), *SGDI* 2092, *FD* III 2: 233, 2: 242, 3: 140, 6: 117, *BCH* 110 438,4 (female beneficiaries), *SGDI* 2159, *FD* III 2: 172 (joint male and female beneficiaries); with the verb *kolazein*: *SGDI* 1719, 1723, 1729, 1776, 1784, 1788, 1796, 1807, 1819, 1829, 1882, 1979, 2014, 2065, 2126, 2186, 2227, 2274, 2288 (male beneficiaries), *FD* III 3: 127, 3: 3, *SGDI* 1748, 1752, 1755, 1767, 1775, 1799, 1823, 1830, 1836, 1924, 2034, 2066, 2229, 2233 (female beneficiaries), *SGDI* 1708, 1757, 1890 (joint male and female beneficiaries).

¹⁹ *FD* III 3: 127: παραμινάτω δὲ Σωτηρίδας Εὐπορία ποιῶν [τὸ ἐπιτασσόμεν]ον πᾶν. εἰ δὲ μὴ παραμείναι ἢ μὴ ποιῆ πᾶν [τὸ ἐπιτασσόμεν]ον, κ]υρία ἔστω Εὐπορία διδεῖσα καὶ ψοφέουσα Σωτηρίδαν καὶ ἄλλ]ος ὑπὲρ Εὐπορίαν ὄν κα κελεύσ[η]; *SGDI* 2216: εἰ

form of punishment permissible included physical chastisement, in addition to measures such as verbal reproach and monetary penalties. Indeed, it is striking that of the 51 documents containing a delegation clause, 24 pertain to cases of *paramone* imposed on males, including those designated as ‘boys’ (*paidaria*).²⁰ By contrast, the delegation clause occurs in only one single instance where the *paramone* is imposed on a female referred to as a ‘girl’ (*korasion*).²¹ The distribution of the delegation clause makes good sense if the punishment envisaged included physical chastisement. The permission to delegate corporal punishment would have constituted an important additional deterrent in cases where men and teenage boys were to serve women or elderly, frail beneficiaries of both genders.

That the delegation clause was more than just a component of a fixed template is clear from two instances where the beneficiaries (both of them women) were explicitly *denied* the option of delegating their penal authority to a third party.²² Thus, the inclusion of a delegation clause most likely depended on the individual circumstances of the beneficiaries in relation to the men, women and children who were obliged to serve them according to the terms of the contracts.

From the point of view of the persons bound by *paramone*, the most serious deterrent against breaching the terms of the contract would in many cases not have been the threat of corporal punishment. Far more menacing would be the prospect of a cancellation of the contract and subsequent sale to a third party, with the threat of hypothecation coming a close second. There are several instances where contracts authorise female beneficiaries of *paramone* to administer also these types of punishment; these texts thus provide additional evidence for the legal capacity of the women in question.

The apparent conflict between those texts that include an express prohibition against selling the person in *paramone* and the texts that permit punitive sale and hypothecation has given rise to a long and on-going scholarly debate. The documents that prohibit the sale or hypothecation of the persons sold have been taken by some scholars as an indication that the person in *paramone* was legally regarded as free, despite the restrictions on their activities and movement imposed

δὲ μὴ παραμένῃ Λαμία παρὰ Νικασώ, κυρία ἔστω Νικασώ καὶ ἄλλος ὄν κα Νικασώ θέλῃ Λαμίαν μαστιγοῦσα καὶ διδεῖσα καὶ ἄλλο ὄ κα θέλῃ ποιοῦσα.

²⁰ Delegation clause in texts imposing *paramone* on men (sometimes sold along with women): *SGDI* 1723, 1729, 1776, 1784, 1796, 1799, 1819, 1823, 1836, 1882, 1979, 2065, 2092, 2159, 2229, 2288, *FD III* 2: 172, 3: 127, *BCH* 88, 388; delegation clause in texts imposing *paramone* on ‘boys’ (sometimes sold along with women): *SDGI* 2163, *FD III* 1: 303, 304, 2: 233, 6: 117.

²¹ *SGDI* 1708. This is all the more remarkable, because the girl’s services are assigned to her own natural parents, who appear to have remained in the ownership of the vendor (for parallels, see Mulliez (2016 with n. 48-51)). See further Zelnick-Abramovitz (2005: 166).

²² *FD III* 3: 303, 4: 504 (heavily restored).

by the terms of the contracts.²³ Others have emphasised the documents that expressly permit sale and/or hypothecation as a possible penalty for breach of the terms of the *paramone*, which may suggest that the persons in *paramone* remained unfree until the end of their term of service.²⁴ A third position is the one adopted by Zelnick-Abramovitz, who considers these conflicting stipulations as important evidence for the ambiguous attitudes towards persons in *paramone* and for the ambiguity of their status.²⁵

We find express prohibition against selling the person in *paramone* in 36 of the 256 documents with penalty clauses. There is no discernible differentiation along gender lines: the prohibition is imposed on 11 female, 14 male, and 10 joint male and female beneficiaries.²⁶ In one case, the restriction is even accompanied by a clause that invites any bystander to seize back the person in *paramone* ‘as free’ (ὡς ἐλευθέρων), if the beneficiary were to violate the prohibition. Not only is this a powerful warning to any potential buyer who might be tempted to strike a deal; it also testifies to an awareness that a beneficiary might be tempted to sell the person in *paramone* even when this was expressly forbidden by the contract.²⁷

By contrast, explicit permission for the beneficiaries, male and female alike, to resort to punitive sale or hypothecation is found in only four (possibly five) documents. In one instance punitive sale was permitted only if the person sold to Apollon failed to remain altogether, but not as punishment for failure simply to carry out instructions.²⁸ In another two documents punitive sale was available as punishment for both types of offence and seems to have been entirely at the discretion of the beneficiaries.²⁹ The fourth contract stops short of expressly

²³ See e.g. Zanovello (2016: 70-71), Lewis (2018: 71-72).

²⁴ e.g. Bloch (1918: 27-28); see more recently Sosin (2015) esp. pp. 335-341.

²⁵ (2005: 234), further elaborated and supported in Zelnick-Abramovitz (2018: 390-398).

²⁶ Female: *FD* III 2: 233, 242, 3: 45, 174, 346, 364, 4: 504, *SGDI* 1799, 2140, 2158, 2171; male: *FD* III 2: 243, 247, 3: 12, 27, 434, 4: 71; *SGDI* 1723, 2019, 2163, 2186, 2190, 2274, 2288, *BCH* 68/69 111,22; joint: *FD* III 3: 32, 130, 306, 369, 374, 411, 6: 118, *SGDI* 2156, 2159, 2225.

²⁷ *SGDI* 2019: κύριος ἔστω Ἀριστόφυλος κολάζων οἱ κα θέλησι τρόπωι, πλάν μὴ πωλησάτω{ι} μηθενί. εἰ δὲ ἀποδοίτω, ὁ παρατυχὼν κύριος ἔστω συλέων Λαδίκαν ὡς ἐλευθέρων.

²⁸ *FD* III 3: 175 (εἰ δὲ μὴ παραμένει, κύ[ριος] ἔστω Ἀβρόμαχος καὶ πωλέων Ἀγαθοκλή καὶ ὑποτιθεῖς. εἰ δὲ μὴ ποιέοι τὸ ἐπιτασσόμενον πᾶν τὸ δυ[να]τόν, κύριος <ἔσ>τω Ἀβρόμαχος ἐπιτιμέων τρόπω ᾧ κα θέλησι, πλάν μὴ <πωλέων>)

²⁹ *FD* III 3: 337 (εἰ δέ τι τῶν προγεγραμμένων σωμάτων μὴ πειθαρχέ[οι] [ἢ μὴ π]οιέοι τὸ ἐπι[τασσ]όμενον ὑπὸ Μενεκρατείας, ἐξουσίαν ἐχέτω Μενεκράτεια εἴτε κα θέλησι πωλεῖν τῶν προγ[ε]γραμμένων τι σωμάτων [πωλέουσα εἴτε κολάζουσα καὶ πλαγαῖ]ς καὶ [δ]εσμοῖς καθὼς κα θέλησι), 3: 329 (εἰ δὲ μὴ παραμ[έν]οι Εἰσιὰς ἢ μὴ π[οιέοι] [τὸ] ἐπιτασσόμε[ον], ἐξουσίαν ἐχέτω Κλεόμαντις ἐπιτειμέων τρόπ[ω] ᾧ κα θέλησι καὶ ψοφέων καὶ διδέ[ων] καὶ πωλέων).

permitting sale, but it does authorise the female beneficiary (κυρία δὲ ἔστω) to resort to hypothecation as a form of punishment for insubordination.³⁰

Although the number of express permissions to resort to punitive sale or hypothecation is dwarfed by the number of prohibitions against this type of punishment, it is important to note that an additional 23 documents stipulate that the sale to the divinity is to be void, if the person sold fails to comply with the terms of the *paramone*.³¹ Bloch (1914: 28-29) treats these as a variant of the penalty of punitive sale. This makes sense in so far as the latter would necessarily have presupposed a cancellation of the contract, even when this is not stipulated explicitly.³²

Just as in the cases of contracts permitting punitive sale or hypothecation, there is considerable variation when it comes to the types of transgression that might lead to cancellation of the contract. These include active embezzlement of the beneficiary's property,³³ failure to remain in the beneficiary's household or city,³⁴ failure to carry out reasonable orders satisfactorily,³⁵ and a range of other offences of omission or commission.³⁶ In these cases too, there seems to be no clear

³⁰ *FD III 2: 242* (κυρία δὲ ἔστω Κρατησίπολις κ[αὶ] ὑποτιθεῖσα Ζωΐλαν, εἴ [κα μὴ Ζωΐλα π[ο]ιῇ αὐτὰ τὰ δίκαια.) See also *FD III 2: 233*; here hypothecation may have been permitted to the female beneficiary not only as punishment but also in case of financial hardship (cf. *FD III 6: 39* with Zelnick-Abramovitz (2018: 386-387) permitting the sale πρὸς ἔνδειαν of children – otherwise defined as free, ἐλεύθερα – born during their mother's *paramone*).

³¹ *SGDI 1867, 1832, 1759, 1804, 1819, 1747, 1721, 1718, 1878, 1854, 1702, 1884, 1791, 1811, 1830, FD III 3: 6, 3: 8, SGDI 1689, 1944, FD III 3: 21, 6: 92, 6: 87, 6: 95.*

³² The converse does not always apply. In some cases where the beneficiary was a third party rather than the vendor(s), cancellation of the contract most likely resulted in the slave being returned to his or her former owner, while the consequences for the beneficiary may have varied, depending on his/her relationship with the vendor. One example of such a case is that of Thrakidas (*SGDI 1884*). He is obliged to stay with the vendor Alexon until the latter's death and, after that, to provide for Dorkas, who may have been Thrakidas' mother (Mulliez: 2016), and whom Alexon had sold to Apollon in *SGDI 2062*. The sale will be void if Thrakidas fails to support her, with the likely result that he will become the property of Alexon's two sons.

³³ *SGDI 1819*: the male beneficiary Maraios may punish (κολ[ά]ζειν) Komikos and Ionis as he wishes and may delegate the punishment to a third party (καὶ ἄλλοι ὑπὲρ Μαραίων ὄγ κα Μαραῖος κελεύη) with immunity for both himself and the third party from any penalty or lawsuit (ἀζαμίους ὄντοις καὶ ἀνυποδικοί[ς] π[α]σας δίκας καὶ ζαμίας). This punishment can be imposed if Komikos and Ionis fail to carry out orders to the best of their ability (εἰ δὲ τί κα μὴ ποιήση Κωμικός ἢ Ἴωνίς τῶμ ποτιτασσομένων ὑπὸ Μα[ρ]αίου καθὼς γέγραπται δυνατοὶ ἔοντες). However, if either of them is caught in embezzlement, the sale itself is declared void (εἰ δὲ τι νοσφίζαντο Κωμικός ἢ Ἴωνίς τῶμ Μαρα<ί>ου καὶ ἐξελεγχθεῖ[ι]σαν, ἄκυρος ἔστω αὐτῶν ἄ ὠνά καὶ ἀτελής).

³⁴ *FD III 3: 21, 6: 87, 6: 92, SGDI 1702, 1718, 1721, 1747, 1830, 1832, 1944.*

³⁵ *FD III 3: 6, 3: 8, SGDI 1689, 1854, 1811, 1884.*

³⁶ The most common offence leading to cancellation is failure to honour financial obligations specified in the contract: *FD III 6: 95, SGDI 1718* (punishment for selling

distinction between the authority that could be exercised by female and male beneficiaries respectively: six of the cancellation clauses are found in contracts with female beneficiaries, while a further three pertain to contracts where men and women jointly are assigned the services of the person(s) sold to the god.³⁷

An important question is whether these beneficiaries, male or female, were authorised unilaterally to cancel the contract as a form of punishment. In two instances the answer is clearly no: the contracts explicitly prescribe a process of arbitration for settling disputes between the persons in *paramone* and the beneficiaries, including over complaints that the former were not complying with their contractual obligations.³⁸ This kind of stipulation indicates a certain parity in standing between the beneficiaries and the persons in *paramone*; this is all the more interesting since *SGDI* 1689 pertains to a relationship between a male beneficiary and the woman and her son who are obliged to serve him. Yet, in the remaining 21 cases, it cannot be inferred that arbitration would invariably be required before the contract could be declared void. Indeed the two cases just mentioned may even have been exceptions to a more general rule that the beneficiaries, whether male or female, would be authorised to cancel the contracts unilaterally by formally declaring that the persons in *paramone* had failed to comply with their contractual obligations.

As for the arbitration clauses more generally, it must be noted that such a clause is included in only nine of the inscribed contracts from Delphi. From its distribution it can be categorically ruled out that arbitration was regularly prescribed so as to restrict the penal authority of female beneficiaries in particular: only one of these contracts (*SGDI* 1696) nominates a female beneficiary, while another seven nominate male beneficiaries,³⁹ and one contract a married couple (*SGDI* 2049).

It is hard to tell from these nine instances how frequently the contracts provided for arbitration and thus afforded protection to the person(s) in *paramone* against the unilateral imposition of not only punitive sale, mortgaging and cancellation of the contract, but also other types of penalty, including corporal punishment. As has

any produce that the woman in *paramone* has made outside the household of the beneficiary or his heirs), 1791, 1804, 1867, 1878. *SGDI* 1759 and 1878 prescribe cancellation of sale as punishment if the persons in *paramone* make a gift of their own property during their lifetime.

³⁷ Female beneficiaries: *FD* III 3:8, 3:21, 6:92, *SGDI* 1721, 1830, 1867; joint male and female beneficiaries: *FD* III 3:6, *SGDI* 1884, 1944.

³⁸ *SGDI* 1832 (εἰ δὲ ὁ μὲν φαίη ἀνεκκλήτως παραμένειν καὶ μὴθὲν κατὰ Ἀμύντα κακὸν πράσσειν μὴδὲ κατὰ τοῦ υἱοῦ Ἀμύντα, Ἀμύντας δὲ εἰ ἐνκαλέοι ἢ ὁ υἱὸς αὐτοῦ Ἀμύντας Σωτηρίχῳ, κριθέντῳ ἐν ἄνδροις τρῖσις οὓς συνείλοντο, Διοδώρῳ Μνασιθεοῦ, Κλευδάμῳ Κλέωνος, Ἀρχελάῳ Θηβαγόρα· ὅ τι δὲ κα οὗτοι κρίνωντι ὁμόσαντε[ς], τοῦτο κύριον ἔστω) and 1689 (εἰ δὲ μὴ ποιέοιεν Νικαία καὶ Ἴσθμός, μὴ ἔστω βέβαιος αὐτοῖς ἅ ὀνά, ἀλλὰ ἄκυρος ἔστω. εἰ δὲ τι ἐνκαλέοι Σωσίας Νικαία ἢ Ἴσθμῷ, ἐπικριθέντῳ ἐν ἄνδροις τρῖσις· ὅ τι δὲ κα οὗτοι κρίνωντι, κύριον ἔστω).

³⁹ *SGDI* 1689, 1694, 1832, 1858, 1874, 1971, 2072.

often been emphasised in the modern debate, the inscribed texts were clearly redacted versions of the original contracts written on perishable material.⁴⁰ Therefore, the absence of an arbitration clause from the inscribed version does not *eo ipso* permit the inference that arbitration was not envisaged: it may simply have disappeared from our records as the result of a process of redaction and abridgement.

Yet, it is striking that not a single one of the nine contracts providing for arbitration contains a regular penalty clause that authorises the beneficiary to punish the person in *paramone*. This points to the arbitration clause constituting an *alternative* rather than a complement to the penalty clauses. That in turn invites the conclusion that arbitration or judgement by a third party was not a regular, let alone mandatory, requirement that might otherwise have tempered the penal authority of the beneficiary and the scope for unjustified or disproportionate punishment. That scope was most likely wide: in many instances the decision to punish would have rested on the beneficiary's subjective judgement of what would have constituted satisfactory or 'irreproachable' (*anenkletos*) compliance with orders and assignments that were regarded as within the capabilities (*dynaton*) of the person in *paramone*.

The penalty clauses themselves contain a number of further indications that the beneficiaries, female and male alike, would often be authorised to impose even very severe penalties unilaterally and summarily. The vast majority of the surviving penalty clauses use procedural vocabulary that was regularly deployed in other types of contracts as well as in legal enactments which authorised officials or private individuals to impose summary punishment and to carry out its execution (*praxis*).⁴¹ A large number of the penalty clauses define the beneficiary as authorised (*kyrios/kyria*) to punish, or state that the beneficiary shall have licence to impose a punishment (ἐξουσίαν ἐχέτω or ἐξέστω *c. dat.*).⁴² The authorisation clause is frequently combined with a 'tropos clause', *i.e.* a stipulation that the beneficiary may punish 'in whichever way he/she wishes', occasionally tempered by restrictions such as a prohibition against sale as mentioned earlier.⁴³ Most importantly, the

⁴⁰ *e.g.* Bloch (1914: 11-12), Kränzlein (2010: 113-114), Mulliez (1992: 34-37), (2014: 59-60), Harter-Uibopuu (2013: 287-291).

⁴¹ For a discussion of the vocabulary deployed in *praxis* clauses in classical and Hellenistic Greek inscriptions, see Rubinstein (2010: 200-209); for a discussion of the very similar terminology associated with the imposition of summary penalties, see Rubinstein (2018: 116-122).

⁴² For penalty clauses designating female beneficiary as authorised, *kyria*, to punish see *e.g.* *SGDI* 1799, 1823, 1852, 1924, 1925, 1945, 2015, 2034, 2140, 2269; *FD* III 2:169, 223+224 = *SEG* 22:485, 242, 3: 45, 289, 364, 6:117.

⁴³ For the combination of authorisation clause and *tropos* clause applied to female beneficiaries see *e.g.*, in addition to the texts in n. 41, *SGDI* 1748, 1752, 1755, 1757, 1767, 1775, 1830, 1836, 2066, 2158, 2192, 2199, 2208, 2229, 2233, 2267; *FD* III 1:566, 2:172, 3:3, 280, 296, 311, 313, 346, 347, 4:504, 6:33, 34, 58 etc.

authorisation and *tropos* clauses are sometimes accompanied by an immunity clause which exempt the beneficiary from any penalty or prosecution relating to the punishment dispensed by them or by a third party whom they had instructed to carry out the punishment on their behalf.⁴⁴

The authorisation clause on its own, or even in combination with the *tropos* clause, does not entirely rule out that the beneficiary's decision to punish might require prior approval from a board of arbitrators. Nor does it rule out that the person in *paramone* might subsequently appeal to a third party with a complaint about unjustified or excessive punishment. However, whenever a penalty section contains an immunity clause, it is safe to infer that the involvement of arbitrators was *not* envisaged either before or after punishment. In these cases the decision on when and how to punish rested with the beneficiary alone and could be administered unilaterally with few or sometimes even no specific restrictions.

The frequent inclusion of authorisation, *tropos*, and immunity clauses in contracts nominating female beneficiaries is again noteworthy. It provides another strong indication that there was no significant differentiation made on the basis of gender in regard to the beneficiary's penal authority, which was often very considerable indeed. These contracts thus offer an important extra dimension to the modern discussion of the legal standing and agency of women in Hellenistic Delphi and adjacent regions.

IV. Penalty clauses, *paramone*, and the problem of redaction

The heterogeneity of the penalty clauses in the Delphic *paramone* provisions has been highlighted by Zelnick-Abramovitz (2005: 234-235), along with its implications for the broader question of the legal standing of a person in *paramone*. The many variations even in documents that are roughly contemporary with each other suggest that the individuals who negotiated and drew up the contracts had considerable discretion even on matters that so fundamentally defined the future relationship between the person in *paramone* and the beneficiary. In reality, it would probably most often have been the vendor(s) who had the whip hand, as argued by Zelnick-Abramovitz (2018: 394-398). As far as the penalty stipulations are concerned, there seem to have been few, if any, legal restrictions on the procedures and types of punishment that could be permitted to the beneficiary.

Yet even if there were only few formal legal limitations on the discretion exercised by the parties to such a contract, it is still an important question what would have been regarded as the norm. Likewise it has to be asked to what extent we can detect any development over time of the social and moral conventions that

⁴⁴ For examples of immunity clauses, combined with authorisation and *tropos* clauses, that protect female beneficiaries and occasionally third parties acting on their instructions, see e.g. *SGDI* 1748, 1752, 1755, 1757, 1767, 1775, 1799, 1823, 1830, 1836, 2034, 2066, 2229, 2233; *FD* III 1:566, 2:169, 172, 3:3, 347.

may have influenced the way in which the contract and their *paramone* stipulations were drawn up and their terms negotiated.

Those questions are particularly important for our approach to penalty clauses that do not contain provisions either permitting or forbidding punitive sale or hypothecation. The same applies when a contract does not contain any clause that would allow us to decide if penalties could be imposed summarily, unilaterally and without accountability by the beneficiary, or whether the decision might be subject to arbitration. And what of the documents that explicitly permit the whipping and binding of the person in *paramone*? Can it be assumed *e contrario* that such corporal punishment was not permissible, unless this was expressly stated in the contract? And is it safe to assume *e silentio* that delegation of punishment was forbidden in those cases where the contract did not explicitly permit it?

Here the Delphic documents are extremely treacherous. As mentioned earlier, it is widely recognised that the documents inscribed on stone were redacted versions of contracts written on perishable material, and also that archival practices changed over time.⁴⁵ For each Delphic document, then, a fundamental question has to be what relation the inscribed text bears to the original papyrus document. Above all, it has constantly to be borne in mind that the redacted document may not have included all the provisions and features set out in the papyrus – not even those that were most salient to the future relationship between the person in *paramone* and the beneficiary.

The sale by Philon son of Telesarchos of Histio in 175/4 B.C. may illustrate the methodological challenges presented by the inscriptions. For some reason, the text of the original contract was twice inscribed on stone – or, to be precise, parts of it were. As noted by Mulliez (2016: n. 17), the inscriptions are not just two copies, but two different versions of the same contract. The two documents run as follows.

SGDI 1807:

In the archonship of Archelaos son of Damosthenes in the month Poitropios. On these terms did Philon son of Telesarchos sell to Pythian Apollon a female person, Histio by name, for the price of two silver mnai. Warrantor according to the law: Dromokleidas son of Agion of Delphi. Histio must stay with Philon for as long as Philon is alive, carrying out every instruction in so far as it is possible. If Histio does not do this or if she does not stay, then it shall be permitted for Philon, or for someone else on Philon's behalf, to punish her as they wish, without being subject to penalty or lawsuit. When Philon dies, Histio shall be free both being her own mistress and running away to wherever she wishes, according to the terms on which she entrusted the purchase to the god. If anyone lays hands on Histio after Philon has died, the warrantor must warrant

⁴⁵ See recently Harter-Uibopuu (2013: 281-294) and Mulliez (2014). The grave methodological problems presented by the omission from the inscriptions of clauses and stipulations in the papyrus documents were also highlighted by Kränzlein (2010: 154-156).

*the purchase for the god. Likewise, the bystanders, too, shall be authorised to seize her back as a free woman without being liable to penalty and with immunity from any lawsuit or fine. Every month at the New Moon and on the seventh day she must crown Philon's statue with a plaited wreath of laurel. Witnesses: the priests of Apollon Athambos, Amyntas and the officials Boulon, Melision, Xenon; lay persons: Mantias son of Kleudamos, Xeneas son of Babylos, Kallieros, citizens of Delphi.*⁴⁶

SGDI 2085:

*In the archonship of Archelaos son of Damosthenes in the month Poitropios. On these terms did Philon son of Telesarchos sell to Pythian Apollon a female person, Histio by name, for the price of two silver mnai. Warrantor according to the law: Dromokleidas son of Agion of Delphi. Histio must stay with Philon for as long as Philon is alive, carrying out every instruction in so far as it is possible. If Hestio (sic!) does not do this or if she does not stay, then it shall be permitted for Philon to do whatever he wants. If anything happens to Philon, Histio shall be free and protected from seizure by anybody, being her own mistress, according to the terms on which she entrusted the purchase to the god. It shall not be permitted for Histio to live anywhere except from in Delphi. Every month at the New Moon and on the seventh day she must crown Philon's statue with a plaited wreath of laurel. Witnesses: the priests Athambos, Amyntas and the officials Boulon, Melission; lay persons: Mantias son of Kleudamos, Xeneas son of Babylos, Kallieros, citizens of Delphi.*⁴⁷

⁴⁶ ἄρχοντος Ἀρχελάου τοῦ Δαμοσθένεος μηνὸς Ποιτροπίου, ἐπὶ τοῖσδε ἀπέδοτο Φίλων Τελεσάρχου τῷ Ἀπόλλωνι τῷ Πυθίῳ σῶμα γυναικεῖον αἰ ὄνομα Ἴστιῶ, τιμὰς ἀ[ρρυ]ρίου μνᾶν δύο. βεβαιωτῆρ κατὸν νόμον· Δρ[ο]μοκλείδας Ἄγιωνος Δελφός. παραμεινάτω {ι} δὲ Ἴστιῶ παρὰ Φίλωνα μέχρι κα ζώῃ Φίλων, ποιέουσα πᾶν τὸ ποτιτασσόμενον <ο> τὸ δυν[α]τόν· εἰ δὲ κα μὴ ποιῆ Ἴστιῶ ἢ μὴ παραμ[ε]ίνῃ, ἐξέστω Φίλωνι ἢ ἄλλω ὑπὲρ Φίλωνα κολάζειν ὡς κα θέλωντι ἀζαμίους ὄντοισ κ[α]ὶ ἀνυποδί[κ]οις. εἰ δὲ τί κα πάθη Φίλων, ἐλευθέρα [ἐ]στω Ἴστιῶ κυριεύουσα τε αὐτοσαντάς κ[α]ὶ ἀποτρέγουσα οἷς κα θέλη, καθὼς ἐπίστευσε τῷ θεῷ τὰν ὀνάν. εἰ δὲ τίς κα ἄπτηται Ἴστιοῦς ἐπεὶ κα [τε]λευτάσῃ Φίλων, βέβαιοι παρεχέτω ὁ βεβαι[ω]τῆρ τῷ θεῷ τὰν ὀνάν κατὰ τὸν νόμον. ὁμο[ί]ω[ς] δὲ καὶ οἱ παρατυγχάνοντες κύριοι ἐόντων συλέοντες ὡς ἐλευθέραν οὔσαν ἀζάμιοι [ἐ]όντες καὶ ἀνυπόδιοι πάσας δίκας καὶ ζαμίας. στεφανούτω δὲ κατὰ μῆνα νομηνια καὶ ἐβδόμα τὰν Φίλων[ο]ς εἰκόνα δαφνίνω στεφάνω πλεκτῶ. μάρτυρες· τοὶ ἱερεῖς τοῦ Ἀπόλλωνος Ἄθαμβος, Ἀμύντας καὶ οἱ ἄρχ[ο]ντες Βούλων, Με<λ>ισίων, Ξένων, ἰδιῶται Μαντίας Κλευδάμου, Ξενέας Βαβύλου, Καλλίερος Δελφοί.

⁴⁷ ἄρχοντος Ἀρχελάου τοῦ Δαμοσθένεος μηνὸς Ποιτροπίου, ἐπὶ τοῖσδε ἀπέδοτο Φίλων Τελεσάρχου τῷ Ἀπόλλωνι τῷ Πυθίῳ σῶμα γυναικεῖον αἰ ὄνομα Ἴστιῶ, τιμὰς ἀργυρίου μνᾶν δύο. βεβαιωτῆρ κατὰ τὸν νόμον· Δρομοκλείδας Ἀγ<ί>ωνος Δελφός. παραμεινάτω δὲ Ἴστιῶ παρὰ Φίλωνα μέχρι κα ζώῃ Φίλων ποέουσα πᾶν τὸ ποτιτασσόμενον τὸ δυνατόν· εἰ δὲ κα μὴ ποιῆ Ἴστιῶ ἢ μὴ παραμείνῃ, ἐξέστω Φίλωνι ὅ κα θέλη ποε<ί>. εἰ δὲ τί κα πάθη Φίλων, ἐλευθέρα ἔστω Ἴστιῶ καὶ ἀνέφαπτος οὔσα ἀπὸ πάντων, κυριεύουσα αὐσωτάς, καθὼς ἐπίστευσε τῷ θεῷ τὰν ὀνάν. μὴ ἐξέστω δὲ Ἴστιῶ ἀλλαχᾷ κατοικε<ί>, ἀλλ' ἢ ἐν Δελφο[ῖ]ς. στεφανούτω δὲ κατὰ μῆνα νομηνια καὶ ἐβδόμα τὴν Φίλωνος εἰκόνα δαφνίνω στεφάνω πλεκτῶ.

In both texts Philon appears both as vendor and beneficiary of the *paramone* provision, but the two versions differ quite significantly from each other in regard to their specifications of Philon's penal authority and of Histio's obligations after Philon's death. While *SGDI* 1807 permits Philon not only to punish Histio in whichever way he wants, but also to delegate the punishment with full immunity for himself and his representative, *SGDI* 2085 states simply that Philon shall be allowed 'to do whatever he wants', if Histio fails to stay or obey his orders. And while *SGDI* 1807 contains an elaborate formula that aims to protect Histio from seizure and enslavement by granting immunity from prosecution to volunteers who intervened, *SGDI* 2085 employs a shorthand that simply makes her 'protected from seizure by anybody'.

Above all, the differences between the two texts show conclusively that *SGDI* 2085 was not just an abridged version of the longer and more detailed *SGDI* 1807: both texts oblige Histio to crown Philon's statue twice a month, but only *SGDI* 2085 demands explicitly that she must continue indefinitely to reside in Delphi. This provision is a serious qualification of the formula included in *SGDI* 1807 that she is to be free to 'run away to wherever she wishes' – a provision that is entirely absent from *SGDI* 2085.

The wider methodological implications for our use of the Delphic documents are as clear as they are serious. Arguments from silence are extremely dangerous, even when the documents in question are rich in detail. The rarity of arbitration clauses does not *in itself* permit the inference that arbitration provisions were exceptional; similarly, the absence of an authorisation, *tropos* and immunity clause does not in itself show that the beneficiary had no power to impose penalties summarily. Likewise, when a given document neither forbids nor permits punitive sale, hypothecation, or cancellation of the contract, we have to content ourselves with a *non liquet*, unless further information is available. As is clear from *SGDI* 1807 and 2085, such clauses may have been included in the papyrus original, but subsequently sacrificed in a process of abridgement.

Who would decide what was to be included or omitted in the inscribed version – the vendor, the person sold to the god, or the sanctuary personnel? Although it is widely assumed that it would be the person sold who stood to gain most from having the sale publicised durably and authoritatively as a protection of him or her against re-enslavement, strong arguments have been made in favour of the vendor being responsible for having the sale inscribed on stone and for the associated costs.⁴⁸ Philon's case lends further support to this conclusion, and it further suggests that Philon himself may have had a significant influence on the process of redaction.

μάρτυρες· τοῖ ἰ<ε>ρεῖς Ἀθανβος, Ἀμύντας καὶ οἱ ἄρχοντες Βούλων, Μελισσίων, Ξένων, ἰδιῶται Μαντίας Κλεοδ[ά]μου, Ξενέας Βαβύλου, Καλλίερος Δελφοί.

⁴⁸ See recently Mulliez (2014: 56-57).

As mentioned above, the penalty clause in *SGDI* 2085 permits Philon, *tout court*, to ‘do whatever he wants’ (ὅ κα θέλη ποεῖν), a formula that is attested in only three other Delphic documents: *SGDI* 1731, 1743 and 1801. *SGDI* 1801 pertains to a sale made by the very same Philon of another female slave, Leaina:

In the archonship of Sosinikos in the month Ilaios. On these terms did Philon son of Telesarchos sell to Pythian Apollon a female person, Leaina by name, for the price of five silver mnai. Warrantors: Athambos son of Athanion, Menestratos son of Eucharidas, citizens of Delphi. Leaina must stay with Philon for as long as Philon is alive, working and obeying Philon. If she does not do any of these things, it shall be permitted for Philon to do whatever he wants to Leaina. When something happens to Philon, Leaina shall be free and protected against seizure by anybody for all time, being her own mistress and doing whatever she wants, according to the terms on which she entrusted the purchase to the god on condition that she shall be free; and she shall stay wherever she wants, but she must live in Delphi and she must crown Philon’s statue twice a month with a plaited wreath of laurel at the New Moon and on the seventh day. Witnesses: the priests Athambos, Amyntas and the officials Alkeinos, Andromenes; lay persons: Taranteinos, Herys, Deinon, Polykrates, Kallieros, Lykidas, Echeklus.⁴⁹

It is worth noting the meticulous inclusion in both *SGDI* 2085 and 1801 of provisions relating to the crowning of Philon’s statue, in stark contrast to the very brief provisions offering protection to Hystio and Leaina respectively. Clearly, Philon’s priorities take pride of place in these two inscriptions.

We do not know what later happened to Hystio, or why Philon sold Leaina with roughly the same obligations a year later. As for Leaina, she obtained release, *apolyxis*, from her daily chores some six years later (*SGDI* 1751):

In the archonship of Kleon, in the month Poitropios, the second, did Philon son of Telesarchos sell to Pythian Apollon a female person, a girl Philokrateia by name, according to the terms on which Philokrateia entrusted the purchase to the god, on condition that she shall be free and protected against seizure by anybody for all time, for

⁴⁹ ἄρχοντος Σωσινίκου μηνὸς Ἰλαίου, ἐπὶ τοῖσδε ἀπέδοτο Φίλων Τελεσάρχου τῶι Ἀπόλλωνι τῶι Πυθίῳι σῶμα γυναικεῖον αἰ ὄνομα Λέαινα, τιμᾶς ἀργυρίου μνᾶν πέντε. βεβαιωτῆρες: Ἄθαμβος Ἀθανίωνος, Μενέστρατος Εὐχαρίδα Δελφοί. παραμεινάτω δὲ Λέαινα παρὰ Φίλωνα ἄχρι οὗ κα ζῶη Φίλων ἐργαζομένα καὶ ἀκούουσα Φίλωνος: εἰ δὲ κά τι τούτων μὴ [π]οιῆ, ἐξουσία ἔστω Φίλωνι ποεῖν Λέαιναν ὅ κα θέλη. ἐπεὶ δὲ κά τι πάθη Φίλων, ἐλευθέρα ἔστω Λέαινα καὶ ἀνέφαπτος ἀπὸ πάντων τὸμ πάντα χρόνον κυριεύουσα αὐσαντάς καὶ πράσσουσα ὅ κα θέλη, καθὼς ἐπίστευσε τὰν ὄνάν τῷ θεῷ Λέαινα ἐφ’ ᾧτε ἐλεύθερον εἶμεν, καὶ ἐγδαμείτω οἷς κα θέλη, κατοικεῖτω δὲ ἐν Δελφοῖς καὶ στεφανοέτω τὰν Φίλωνος εἰκόνα καθ’ ἕκαστον μῆνα δις δαφνίνω στεφάνω πλεκτῷ νουμηνία καὶ ἐβδόμα. μάρτυρες: οἱ ἱερεῖς Ἄθαμβος, Ἀμύντας καὶ οἱ ἄρχοντες Ἀλκεῖνος, Ἀνδρομένης, ἰδιῶται Ταραντεῖνος, Ἑρύς, Δεῖνων, Πολυκράτης, Καλλίερος, Λυκίδας, Ἐχεκλῆς.

the price of two mnaï. Warrantor: Dion son of Alexon. If anyone lays hands on or enslaves Philokrateia, the bystander shall be authorised to seize her back into freedom, and the warrantor shall warrant the purchase for the god. In the same way did Philon being of sound mind and in good health give his consent that Leaina should be released from her paramone and work [...] from himself, according to what stands written in the contract of sale, and she shall be free, not belonging to anyone in any way. Witnesses: the officials Kallias, Herys, Pasion; lay persons: Hippon, Damon, Kleon, Aiakidas son of Bablylos, Archias.⁵⁰

What we cannot tell is whether Philon's decision to release Leaina also relieved her of her obligation to stay in Delphi and crown his statue twice a month.⁵¹

At the same time as Philon granted Leaina her release from at least the day-to-day work in his household, he also sold to the god a 'girl' (*korasion*), Philokrateia, for two *mnaï*. It is tempting to assume that Philokrateia was now to take over Leaina's obligations, especially her obligation to remain with the elderly – and probably childless – man and attend to his daily needs until he died. However, it is striking that the inscription does not mention that Philokrateia was to be bound by the kind of obligations that were imposed on her predecessors Histio and Leaina. If we take the text at face value, it looks as if Philon in this instance decided to grant Philokrateia unconditional freedom. The question is whether it would be safe to infer *e silentio* that Philokrateia, alone of the four women sold to the god by Philon, was not bound by *paramone*.⁵²

⁵⁰ ἄρχοντο[ς] Κλέωνος μηνὸς Ποιτροπίου τοῦ δευτέρου, ἀπέδοτο Φίλων Τελεσάρχου τῷ Ἀπόλλω[ι]νι τῷ Πυθίῳ κοράσιον αἰ ὄνομα Φιλοκράτεια, καθὼς ἐπίστευσε Φιλοκράτεια τῷ θεῷ τὰν ἄνάν, ἐφ' ὅτι εἶμεν ἐλευθέρᾳ καὶ ἀνέφαπτος ἀπὸ πάντων τὸν πάντα χρόνον, τιμᾶς ἀργυρίου μνᾶν δύο. βεβαιωτῆρ· Δίων Ἀλέξανος. εἰ δέ τις ἐφάπτοιτο ἢ καταδουλίζοιτο Φιλοκράτεια, κύριος ἔστω συλέων ἐπ' ἐλευθερίᾳ ὁ παρατυγχάνων καὶ ὁ βεβαιωτῆρ βεβαιού<τω> τῷ θεῷ. τὸν αὐτὸν δὲ τρόπον εὐδόκησε Φίλων νοέων καὶ φ[ρ]ονέων καὶ ὑγιαίνων καὶ Λέαι[ι]νον ἀπολελυμένην εἶμεν τᾶς παραμονᾶς καὶ ἐργασία[ς] .. ἀ]π' αὐτοσαυτοῦ, καθὼς ἐν τῇ ἄνᾳ γέγραπται, καὶ ἔστω ἐλευθέρᾳ, μηθενὶ μηθὲν προσήκουσαν. μάρτυρες· τοῖ ἄρχοντες Καλλίας, Ἡρυς, Πασίων, ἰδιῶται Ἴππων, Δάμων, Κλέων, Αἰακίδας Βαβύλου, Ἀρχίας.

⁵¹ As noted by Zelnick-Abramovitz (2005: 236), the phrase asserting that Philon was of sound mind resembles the expression typically used in wills. The fact that he is attested as vendor of a female slave more than twenty years earlier (*SDGI* 2014) further suggests that he may by now be quite advanced in age. *SGDI* 2014 relates to the sale of an Illyrian woman, Ana, who is obliged to remain with Philon for the rest of his life. The penalty clause in this document includes *tropos*, delegation, and immunity clauses.

⁵² It has been debated if Delphi and other communities in the neighbouring regions operated with a concept of *paramone ex lege*. That this did not apply may be suggested by several inscriptions that sell multiple slaves to Apollon, but which explicitly impose *paramone* on some of them while exempting others. See e.g. *SGDI* 2126 and *FD* III 3: 413.

The answer to that is, quite disturbingly, a resounding ‘no’, since we cannot rule out that even the *paramone* clauses themselves were sometimes sacrificed in the process of redaction and abridgement. One example is *SGDI 2271*. The only evidence for the obligations imposed on the person sold is a clause forbidding him from selling any of his assets and designating his former owners as his heirs, if he died childless.

The implications are potentially serious: unless there are positive indications to the contrary, it can not be inferred *e silentio* in this or any other case that a sale or dedication was unconditional on the grounds that the inscribed document fails to include a *paramone* clause. This adds a dimension of uncertainty to, for example, Roscoe’s and Hopkins’ discussion of slave prices, which is based on a systematic distinction between sales with and without *paramone*.⁵³ It affects also the calculations of the ratio between male and female vendors and male and female beneficiaries in the tables appended below, since they are based only on documents that explicitly refer to conditions imposed on the persons sold. In reality, *paramone* obligations may have been far more widespread than suggested by the redacted documents that have survived on stone in Delphi.

On the other hand, this does not prevent discussions of patterns and variations in the texts that do refer to conditions imposed in connection with the sales. Very likely, when *paramone* clauses were included in the inscribed version, this may have reflected the importance attached to it by the vendors and by the beneficiaries, suggesting that the obligations imposed on the person sold were a high priority. Moreover, when it comes to the interpretation of penalty clauses that explicitly bestow very considerable penal authority on a female beneficiary, there is all the more reason to take these clauses seriously. Their inclusion is probably a result of their function as real and important deterrents, rather than a result merely of mechanical reproduction of a standard formula.

V. Epilogue

The often harsh conditions imposed on men, women and children sold or dedicated to divinities have generated a long discussion of what may have motivated the parties to the transactions. For the men, women and children who were transferred from human to divine ownership, the answer may in many instances have been relatively straightforward: the sale meant that they would acquire their freedom, even if its full realisation would often have been only a distant prospect that they might not live long enough to experience. As suggested by numerous modern scholars, a particular attraction of a recorded transfer into divine ownership may have been the relatively high level of publicity surrounding the transaction, as well as the clauses that permitted volunteer bystanders as well as sanctuary personnel to intervene with impunity to prevent unlawful seizure and enslavement of the person sold or dedicated to the god. Even in those cases where conditions were imposed in

⁵³ Hopkins (1978: 158-163); cf. e.g. Duncan-Jones (1984: 206-207).

connection with the sale, the person sold would in principle also be protected against seizure by his or her former owner's creditors and against being sold to a third party, at least as long as he or she fulfilled their obligations specified in the contract. And after the beneficiary's death, he or she would be protected against seizure and enslavement by the heirs of the beneficiary and/or former owner.

As for the owners who sold or dedicated their slaves, modern scholars have often suggested a range of motives, from cold and calculated financial motives, sometimes downright predatory,⁵⁴ to personal affection felt by numerous owners towards unfree members of their households.⁵⁵ The latter has received particular attention in discussions of the many male owners who are recorded as the vendors of women with whom they very clearly had a sexual relationship and of children who were born to them from such unions.

However, while such sexual relationships and the resulting ties of blood may well account for a large number of the sales by male vendors, they do not account for the numerous sales of especially women and children by female vendors. Although deep personal affection and generosity should not be underestimated as possible motives, I suggest that a third motive should also be taken into account, especially in connection with sales that nominated women as sole or joint beneficiaries of a *paramone* clause. Women who transferred their male and female slaves into divine ownership may have been motivated by fear that their ownership might be challenged by their own kin or by creditors.

A passage from Aischines' *Against Ktesiphon* (3.21) testifies to an Athenian awareness that a debtor might try to place his assets beyond the reach of his creditors by consecration or dedication. For that reason, Aischines claims, it was not permitted for an official to dedicate or consecrate any of his property, until he had successfully accounted for his term of office in his *euthynai*.⁵⁶ To be sure, there is not sufficient evidence from classical Athens to permit an assessment of how often dedication or consecration of assets were used in order to protect assets from being seized by creditors in satisfaction of a debt.⁵⁷ Still, it is important to bear in mind

⁵⁴ See e.g. Hopkins (1978: 146-149).

⁵⁵ See e.g. Zelnick-Abramovitz (2005: 147-153), Mulliez (2006), Kamen (2014).

⁵⁶ Καὶ οὕτως ἰσχυρῶς ἀπιστεῖ τοῖς ὑπευθύνοις ὥστ' εὐθὺς ἀρχόμενος τῶν νόμων λέγει «ἀρχὴν ὑπεύθυνον» φησὶ «μη ἀποδημῆιν.» Ὡ Ἡράκλεις, ὑπολάβοις ἂν τις, ὅτι ἦρξα, μὴ ἀποδημήσω; ἴνα γε μὴ προλάβω χρήματα τῆς πόλεως ἢ πράξεις δρασμῶ χρήσι. Πάλιν ὑπεύθυνον οὐκ ἐὰ τὴν οὐσίαν καθιεροῦν, οὐδὲ ἀνάθημα ἀναθεῖναι, οὐδ' ἐκποίητον γενέσθαι, οὐδὲ διαθέσθαι τὰ ἑαυτοῦ, οὐδ' ἄλλα πολλὰ· ἐνὶ δὲ λόγῳ ἐνεχυράζει τὰς οὐσίας ὁ νομοθέτης τὰς τῶν ὑπευθύνων, ἕως ἂν λόγον ἀποδώσι τῇ πόλει.

⁵⁷ One such alleged instance of consecration as a way of protecting one's assets may be what is alluded to in Isaios 4.9: Πύρρος δὲ ὁ Λαμπρεὺς τῇ μὲν Ἀθηνῶ ἔφη τὰ χρήματα ὑπὸ Νικοστράτου καθιερωσθαι, αὐτῷ δ' ὑπ' αὐτοῦ ἐκείνου δεδόσθαι. For other ways in which especially the wealthy inhabitants of Athens could and did conceal their assets, see e.g. Cohen (2005).

that similar considerations may have informed some of the decisions by slave owners – particularly women – in Hellenistic Delphi and elsewhere to sell or dedicate their slaves to a divinity, while ensuring as far as possible that the persons sold or dedicated would continue to be available to serve them and/or other vulnerable members of their households.

As suggested by Kränzlein (2010: 127-128), further supported by Zelnick-Abramovitz (2005: 243-244) and (2018: 396-398), the transfer of a slave by sale or dedication to a divinity made it considerably harder for a third party, whether creditor or heir, to advance a claim on the slave in question, and this observation is especially relevant when we consider the numerous sales of especially women and children whose services are assigned to female beneficiaries.

Although the female vendors in the Delphic inscriptions appear to have enjoyed considerable authority in regard to the administration and alienation of their assets, they might not have found it quite as straightforward to assert and prove their title in court. A woman would have been particularly vulnerable if her title were to be contested by a third party who claimed a. that he was the creditor of, say, her deceased husband or temporarily absent son and b. that the asset in question was not hers but belonged to her late husband or absent son. It may have been particularly difficult to fend off such claims when the contested slave had been born in the household, since the kind of documentation that would normally have accompanied a sale at auction or on the open market – contracts, warrantors, and witnesses – would not have been readily available.

A married woman might have been able to count on her husband to fend off creditors on her behalf, and a widow with adult sons might similarly have been able to rely on them. But if we return to Polya and her family, discussed in Section I, her situation may serve to remind us of the precariousness of the lives of women and of the elderly of both genders. Polya, as noted, was accompanied by a daughter, three sons, and a grandson in *SGDI* 2269, but by only her daughter, one son and her grandson in *SGDI* 1686. Why two of her sons were not present on this occasion is an open question, but it is a distinct possibility that they were either dead or absent abroad, perhaps for military reasons or for purposes of trade.

Because she was surrounded by her daughter, a son and a male grandchild, Polya's situation was probably safer than most. By contrast, a childless, elderly widow, a widow whose only son was absent abroad, or an elderly spinster would have been in a much more precarious position, especially if her male kin had died in debt or leaving heirs who would not have felt any scruples in contesting her entitlement. For a woman in this position, the formal transfer of one or several slaves into divine ownership may have provided the best protection against the hardship and helplessness of old age.

Indeed, it is a distinct possibility that in many such cases it may have been the women designated as the beneficiaries in the *paramone* clauses who themselves had provided the money that was subsequently passed on by their slave to the god, and

then from the god back to themselves. This is a model discussed *e.g.* by Zelnick-Abramovitz (2005: 219-220). Her discussion relates to sales that involved third-party beneficiaries of the *paramone* clauses, who had clearly themselves provided the money with which the god subsequently purchased the slave from his or her owner. The scheme makes equally good sense when the female vendor herself was the beneficiary.

Sales or dedications of this type may likewise have been attractive options for elderly, childless couples and for childless old men. Their mental or physical frailty would have made it an unrealistic prospect for them to hold their own in court, let alone to resist *physical* attempts by a third party to appropriate the servants on whom they depended for sustenance and practical support. And while the sale or dedication may have reduced the potential threat from a third party, the deterrent offered by the penal authority granted to female and elderly male beneficiaries of the *paramone* clauses may have offered them critical protection against neglect, abuse, and abandonment by the persons who were contractually obliged to serve them.

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TABLE 1 Gender distribution of vendors (328 contracts with *paramone*)

| Owners | women | girls | men | boys | total | M-F ratio | adult-‘child’ ratio |
|-------------|-------|-------|-----|------|-------|--------------|---------------------|
| Female 106 | 70 | 38 | 24 | 10 | 142 | 24:76 | 66:34 |
| Male 147 | 104 | 13 | 69 | 15 | 201 | 42:58 | 86:14 |
| Joint 50 | 28 | 14 | 16 | 15 | 73 | 56:44 | 60:40 |
| Unknown 25 | 16 | 3 | 7 | 4 | 30 | 37:63 | 77:23 |
| Total 328 | 218 | 68 | 116 | 44 | 446 | 36:64 | 75:25 |
| M:F 58:42 | | | | | | | |
| M:F+J 49:51 | | | | | | | |

TABLE 2 Gender distribution, beneficiaries (328 contracts with *paramone*)

| Beneficiaries | women | girls | men | boys | total | M-F ratio | adult-‘child’ ratio |
|---------------|-------|-------|-----|------|-------|--------------|---------------------|
| Female 110 | 74 | 41 | 21 | 12 | 148 | 22:78 | 64:36 |
| Male 138 | 96 | 9 | 62 | 17 | 184 | 42:58 | 86:14 |
| Joint 71 | 42 | 16 | 31 | 15 | 104 | 44:56 | 70:30 |
| Unknown 9 | 6 | 2 | 2 | 0 | 10 | 20:80 | 80:20 |
| Total 328 | 218 | 68 | 116 | 44 | 446 | 36:64 | 75:25 |
| M:F 56:44 | | | | | | | |
| M:F+J 43:57 | | | | | | | |

TABLE 3 Gender distribution of beneficiaries in texts with penalty clauses (256)

| Beneficiaries | women | girls | men | boys | total | M-F ratio | adult-‘child’ ratio |
|---------------|-------|-------|-----|------|-------|--------------|---------------------|
| Female 91 | 61 | 36 | 17 | 12 | 126 | 23:77 | 62:38 |
| Male 104 | 68 | 7 | 51 | 13 | 139 | 46:54 | 86:14 |
| Joint 57 | 28 | 14 | 26 | 12 | 80 | 48:52 | 77:33 |
| Unknown 4 | 2 | 0 | 1 | 0 | 3 | 34:66 | 100:0 |
| Total 256 | 159 | 57 | 95 | 37 | 348 | 38:62 | 73:27 |
| M:F 53:47 | | | | | | | |
| M:F+J 41:59 | | | | | | | |

TABLE 4 Gender distribution of beneficiaries in texts without penalty clauses (72)

| Beneficiaries | women | girls | men | boys | total | M-F ratio | adult-‘child’ ratio |
|---------------|-------|-------|-----|------|-------|--------------|---------------------|
| Female 19 | 13 | 5 | 4 | 0 | 22 | 18:82 | 77:23 |
| Male 34 | 28 | 2 | 11 | 4 | 45 | 33:67 | 87:13 |
| Joint 14 | 14 | 2 | 5 | 3 | 24 | 33:67 | 79:21 |
| Unknown 5 | 4 | 2 | 1 | 0 | 7 | 14:86 | 71:29 |
| Total 72 | 59 | 11 | 21 | 7 | 98 | 29:71 | 82:18 |
| M:F 64:36 | | | | | | | |
| M:F+J 51:49 | | | | | | | |