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LEGAL CONTEXT OF PARAMONÊ PROVISIONS: RESPONSE TO LENE RUBINSTEIN

In her paper on penalties in *paramonê*-clauses in Delphic manumission inscriptions, Lene Rubinstein points out that the documents inscribed on stone in the sanctuary of Apollon were (merely) "redacted versions of contracts written on perishable material."[1] Throughout her study, Rubinstein refers to these agreements as "contracts," and in Sections III and IV explores issues of "legal standing" and possible "legal restrictions."[2]

Lene's attention to these juridical matters is welcome. Although it has long been recognized that the Delphic manumission inscriptions do raise "intricate and important questions of a legal and social nature,"[3] relatively little attention has been given to the "legal," as opposed to the "social" questions raised by these *testimonia*. In fact, scholarly attention has been focused in recent years largely on the "status" of persons conditionally manumitted,[4] "legal distinctions notwithstanding."[5] It seems to me appropriate, however, in this *Symposion* series devoted to *Rechtsgeschichte*, that we not ignore "legal distinctions." Were these arrangements between master and slave truly "contracts" for juridical purposes? Or were they actually informal arrangements of convenience, giving rise to no legal obligation? Could they really be enforced or confirmed by court procedures or in some other meaningful fashion?

I will here support the correctness of Rubinstein's characterization as "contracts" of manumission arrangements between original master and original slave. I also think that she has correctly identified as juridically important the provisions for arbitration between master and slave that are explicitly set forth in SGDI 1689 and 1832, clauses that are quite possibly a formulaic feature of Delphic conditional manumissions.[6]

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1 Rubinstein, page 466. The "manumission inscriptions were only summaries of the original documents which were deposited with private persons and/or in sanctuaries" (Zelnick-Abramovitz 2018: 380). Cf. Mulliez 2014; Harter-Uibopuu 2013; Kränzlein 2010: 154-56; Zelnick-Abramovitz 2005: 208, n. 52, 214.

2 See especially Rubinstein, p. 467.

3 Zelnick-Abramovitz 2018: 377.

4 See Lewis 2018(a), 2018(b): 70-92; Canevaro and Lewis 2014; Sosin 2015; Kränzlein 2010.

5 Zelnick-Abramovitz 2018: 377.

6 Rubinstein, pp. 465-467.

In this paper, I will utilize both Greek and Roman legal materials. Despite our lack of detailed knowledge of the extent and process of juridical Romanization in the Greek world during the late Republic and early Empire,[7] Delphi did lie under the control of Rome during the entire three centuries from which the manumission inscriptions date, and Roman material does offer important insights into issues relating to *paramonê*.

Scholars have long noted the frequent dissonance between "law in action" (the actual handling and disposition of juridical issues) and "law in the books" (the dogmatic expression of legal precepts).[8] Extensive evidence and multiple studies, however, have demonstrated that legal systems invariably develop mechanisms to close significant gaps that may arise between changed societal reality and traditional juridical principles[9] (although these modalities may not be transparently reflected in the most formal, and conservative, doctrinal presentations of "the law"). For both Greek and Roman slavery, a chasm did separate "law in action" from theoretical legal principles which could not tolerate even the suggestion of a slave's possession of a legal *persona*. Even the great Roman jurisprudent Ulpian admits that since "a slave cannot really owe or be owed anything, when we (Roman jurists discuss a 'slave's debts' and) misuse this term, we are recognizing reality rather than referencing a formal obligation under civil law."[10] Principally through the mediation of legal fictions (*fictiones*), at Rome dogmatic statements of juridical principles came to coexist with an explicit variant portrayal of social and economic reality preserved for us in these same sources. This Roman variant reality (*factum*) acknowledges the legal efficacy of contracts between master and slave, including understandings relating to manumission.

Athens provides confirmation of the classical world's juridical recognition of agreements between slaves and masters. The Athenian economy was dependent on unfree persons (*douloi*), including many who functioned as independent businessmen, "undoubtedly" playing a "primary role" in Athenian commercial matters.[11] Because traditional Athenian concepts of manliness (*andreia*) valorized only cultural, military and political pursuits, condemned all commerce as inherently servile, and insisted that farming alone provided a proper economic arena for the

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7 See Sirks 2018: 56-60; Pölönen 2016: 15; Humfress 2013, 2014; Matthews 2006: 482; Richardson 2016:119-21.

8 Watson 2007: 35; Aubert 2002; Abel 1982.

9 See most recently the Introduction and various essays in Black and Bell 2011; Smith 2007. Cf. R. Grillo *et al.* 2009; Nelken and Feest, eds. 2001.

10 *Dig.* 15.1.41 (Ulp.): nec seruus quicquam debere potest nec seruo potest deberi, sed cum eo uerbo abutimur, factum magis demonstramus quam ad ius ciuile referimus obligationem.

11 "In Grecia il ruolo degli schiavi è indubbiamente primario nel mondo degli scambi commerciali" (Maffi 2008: 207). In agreement: Gernet 1950:164 ("une économie commerciale où l'élément servile tenait une grande place"). Cf. Garlan 1988: 60-69; Bitros and Karayiannis 2006: 11-24.

"free man" (*anêr eleutheros*), Athenian society was highly receptive to slave enterprise.[12] The Athenian institution of "slaves living independently" (*douloi khôris oikountes*) permitted unfree persons to conduct their own businesses, establish their own households, and sometimes even to own their own slaves — with little contact, and most importantly, virtually without supervision from their owners.[13] This concatenation produced the paradox of an Athenian economy dependent on slave entrepreneurs operating within a legal system that supposedly treated slaves as nullities — and necessitated Athenian juridical acceptance of agreements between masters and slaves, including those relating to manumission.

By both Roman and classical Greek legal shibboleth, slaves supposedly were legally nullities who could not enter into legally-enforceable agreements. Yet in the Graeco-Roman world, *douloi* seem often to have done so.

At Athens, for example, despite slaves' supposedly total deprivation of legal rights,[14] unfree persons still made arrangements with their owners providing for a sharing of revenues generated by slaves' autonomous business activities (*apophora*), and in some cases even for their manumission as part of these agreements.[15] Roman slaves appear autonomously to have operated workshops in a variety of commercial areas, including leather-crafting, wool-working, baking, and the production of bricks, lamps, and terra-sigillata[16] — paying a portion of their income to their owners and retaining the rest. Roman sources confirm the existence of agreements between slaves and masters, including written agreements governing the terms of voluntary entry into slavery.[17]

These agreements were not chimerical.[18] Because slaves at Athens and at Rome were generally unable to initiate lawsuits,[19] some scholars have deemed meaningless

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[12] See Bitros and Karayiannis 2008: 219; Cohen 2003; Hanson 1995: 214-19.

[13] See Cohen 2018; 2000: 130-54. The overwhelming majority of scholars identify the *khôris oikountes* as slaves (Kamen 2013: 44; Valente 2012; Tordorff 2013: 8; Ferrucci 2008: 525-26; Vlassopoulos 2007: 37), but a few believe that the term, depending on context, can refer to both present slaves (*douloi*) and freed slaves (*apeleutheroi*) (Fisher, 2006, 2008: 126-27; Zelnick-Abramovitz 2005: 215-16). Canevaro and Lewis opine that "although some slaves in Athens did fall in this position" (i.e. were *douloi khôris oikountes*), "their number and significance has been somewhat exaggerated" [2014: 95]).

[14] Slaves' legal nullity at Athens: Harrison 1968: 163-72; Ferrucci 2012: 99; Rihll 2011: 51-52; Klees 1998: 176-217. Slaves' only entitlement was perhaps the right not to be murdered: Antiph. 5.47, 6.4. Cf. Isok. 18.52, Dem. 59.9.

[15] See Dem. 36.13-14, 37; Aisch. 1.97; Andok. 1.38; Men. Epitrep. 376-80. Cf. Cohen 1992: 76, 80-82; Randall 1953; Burford 1963; Webster 1973.

[16] See *Dig.* 33.7.19.1 (Paul.); *Dig.* 2.13.4.2 (Ulp.); Artem. 3.41. Cf. Wiedemann [1987] 1997: 33; Prachner 1980; Harris 1980; Tapio 1975.

[17] See Dio Chry. 15.23; *Dig.* 40.1.6 (Alf. Uarus); *Dig.* 40.1.5 (Marcianus); *Dig.* 1.12.1.1 (Ulp.); RMO Leiden EDCS-58700011 (see Koops 2020). Cf. Silver 2016: 85; Cic. Epist. *Ad Quint. Frat.* 3.1.5-6; *Cato Mai.* 21.7.

[18] On the legal implications of agreements between master and slave, see Jacota 1966 and Knütel 1993.

a master's commitment to free a slave upon mutually-agreed terms.[20] In both classical Athens and classical Rome, however, special exceptions allowed some agreements between master and slave to be enforced through the courts, explicitly including at Rome agreements for manumission through a slave's own monies (*Dig.* 40.1.55 [Marcianus], *Dig.* 1.12.1.1 [Ulp.]). Moreover, slaves involved in mercantile matters could rely upon so-called "soft law,"[21] the informal sanctions of commercial exclusion and ostracism that discouraged violation of the moral expectations of the universe of parties engaged in business[22] — deterrence reinforced where relevant by social (and sometimes religious) pressures. In fact, legal science increasingly has been recognizing that access to the court system is not the sole factor reifying a business commitment.[23] At Athens, and in early Republican Rome, an interplay of commercial and communal values provided strong impetus to compliance with obligations, "whatever (the parties') respective social, economic and legal status."[24]

Moreover, Athenian arbitration often provided a channel for resolution of disagreements for those unable or unwilling to use formal juridical procedures.[25] As Lene suggests, arbitration may have served the same function at Delphi. At Athens, and likely at Delphi, the actual terms of an agreement governing entry into, or departure from, slavery were likely to vary on the basis of such factors as the parties' initial relative negotiating strength and/or skill, anticipated future benefits, individual access to reliable and useful information, and so forth.[26]

At Athens, in fact, the courts had come to accommodate commercial needs arising from the creation in the fourth century BCE of businesses (*ergasiai*) operated

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[19] Athens: Plato, *Gorg.* 483b; Dem. 53.20. Roman slave unable to enter into a contract or be a party to a civil lawsuit: Metzger 2014; Bürge 2010; Burdese 1981; Biscardi 1975.

[20] Mouritsen's formulation is not atypical: "a slave could enter an agreement, *pactio*, with his owner concerning his manumission, but it was not binding for the master" (2011: 171). Cf. Hopkins 1978: 126 ("not a legal contract . . . could not be enforced by individual slaves").

[21] On the function and presence of "soft law" in ancient Greece, see Vélissaropoulos-Karakostas 2018; Barta 2011, *passim.*

[22] For the application of such sanctions among Roman artisans, see Hawkins 2012, 2016: 51-52.

[23] Vélissaropoulos-Karakostas 2002: 131, 136, 138 (note 16); Karabélias 1997: 148; Scafuro 1997: 31-42, 129-31 (*pace* E. Harris 2018: 224, n. 38 and related text).

[24] Aubert 2013: 192, alluding to archaic Roman experience and discussing Athenian agreements between masters and slaves.

[25] Scafuro 1997: 117-41, 34-42; Lanni 2016: 44-46.

[26] Rubinstein 465, 467, 470: "This kind of stipulation indicates a certain parity in standing between the beneficiaries and the persons 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 … 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?"

by slaves with little if any involvement by their masters.[27] Thus, fourth-century tribunals did accept slaves and free non-citizens as parties and witnesses in commercial litigation — in contravention of the general rules allowing access to *polis* courts only to citizens of that *polis* and allowing servile testimony only when obtained through torture.[28] Athenian courts also recognized slaves' responsibility for their own business debts[29] and accepted mercantile "agency" as a mechanism to overcome slaves' remaining business incapacities.[30]

At Rome, several studies have demonstrated how the law made similar adaptations to business reality, progressively extending in the second and third centuries CE slaves' rights independently to access the law courts in commercial situations.[31] Although the "letter of the law" continued into the High Empire to treat as unenforceable agreements between slave and master,[32] at about the same time Hermogenianus alludes to a number of situations in which slaves exceptionally have the right to sue masters, explicitly citing those cases where individuals redeemed through their own monies have not been manumitted "contrary to their reliance on an agreement" with the master providing for liberation *suis nummis*.[33] Marcianus even earlier had confirmed the Roman courts' availability for suits in which a slave was seeking to enforce an agreement for manumission against a master on whose "good faith" the slave had relied in arranging a purchase "with his own monies."[34] Ulpian, citing Julianus, even extends this right of suit retroactively to permit suit against his former master, seeking return of the monies advanced by a former slave who had self-funded his manumission: these funds must be repaid by the master if it could be established that the putative slave had actually been a free man "serving in good faith," for example as a result of a misunderstanding of his true status.[35] But if

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27 Cohen 1992: 90-101.

28 See Thür 2005: 150-62, esp. 151, and 1977; Humphreys 2007.

29 See Cohen 2012; Dimopoulou 2012; Maffi 2008; Talamanca 2008.

30 See Cohen 2017: 132-33 (*pace* E. Harris 2013).

31 See, for example, Jacota 1966; Guarino 1967: 295; Morabito 1981: 109-11.

32 See, for example, *Cod.* 7.16.36: post certi temporis ministerium ancillae liberam eam esse cum ea paciscendo conuentionis obtemperandi legi domina nullam habet necessitatem (294 CE). Cf. *Cod.* 7.14.8, 7.16.10.

33 uix certis ex causis aduersus dominos seruis consistere permissum est: id est . . . si qui suis nummis redemptos se et non manumissos contra placiti fidem adseuerent . . . sed et si quis fidem alicuis elegerit, ut nummis eius redimatur atque his solutis manumittatur, nec ille oblatam pecuniam suscipere uelle dicat, contractus fidem detegendi seruo potestas tributa est (*Dig.* 5.1.53 [Hermogenianus]). Similarly Ulpian: qui se dicit suis nummis redemptum, si hoc probauerit . . . compellendus erit manumittere eum qui se suis nummis redemit (*Dig.* 5.1.67).

34 *Dig.* 40.1.5: si quis dicat se suis nummis emptum, potest consistere cum domino suo, cuius in fidem confugit, et queri, quod ab eo non manumittatur . . . On this passage, see Kleijwegt 2011: 113-15.

35 *Dig.* 12.4.3.5: si liber homo, qui bona fide seruiebat, mihi pecuniam dederit, ut eum manumittam, et fecero: postea liber probatus an mihi condicere possit, quaeritur, et

a slave had sued his master, and had failed to prove that he had been "redeemed through his own monies," he not only lost the case, but could be sent to the mines in servitude if his master preferred not to have him returned in chains.[36]

Legal opinions carefully protected both a slave's right to sue his master in the event that he had received the slave's own money and nonetheless refused to manumit — but also protected the slave's money if it had been improperly alienated. In an opinion that Ulpian endorses as "elegant," Julianus opines that a slave who had deposited monies with a third party to be paid out to his master for his freedom could recover the deposit from the fiduciary if the third party had disbursed the monies as though they belonged to the depositary. But if the depositary had indicated the source and purpose of the money in paying it out, and had so notified the slave, the depositary was not liable.[37] (The slave, if not liberated, could still sue the master in a *causa liberalis* or other appropriate action, but the jurisprudents' structuring of the legal question implies that this was not a plausible remedy [in this particular case] for some factual reason, such as the slave's sale by an insolvent owner to a purchaser without knowledge of the anticipated *redemptio suis nummis*.)

Although even former masters, as "patrons" of former slaves, could not normally be sued by ex-servi, in the case of slaves manumitted through their own funds, this prohibition did not apply: here, if a former master "broke faith," he could be sued by the person freed *suis nummis*.[38] In Paul's words, "liberty can be wrung even from a resistant owner" if that freedom has been purchased with the slave's own money.[39]

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Iulianus scribit competere manumisso repetitionem. Cf. the similar case of the female dancer Paris, *ibid*.

[36] *Dig.* 48.19.38.4 (Paul): qui se suis nummis redemptum non probauerit, libertatem petere non potest: amplius eidem domino sub poena uinculorum redditur uel, si ipse dominus malit, in metallum damnatur.

[37] *Dig.* 16.3.1.33 (Ulp.): eleganter apud Iulianum quaeritur, si pecuniam seruus apud me deposuit ita, ut domino pro libertate eius dem, egoque dedero, an tenear depositi. Et scribit, si quidem sic dedero quasi ad hoc penes me depositam teque certiorauero, non competere tibi depositi actionem, quia sciens recepisti, careo igitur dolo: si uero quasi meam pro libertate eius numerauero, tenebor. Quae sententia uera mihi uidetur: hic enim non tantum sine dolo malo non reddidit, sed nec reddidit: aliud est enim reddere, aliud quasi de suo dare.

[38] *Dig.* 2.4.10.pr (Ulp.): sed si hac lege emi ut manumittam, et ex constitutione diui Marci uenit ad libertatem: cum sim patronus, in ius uocari non potero. Sed si suis nummis emi et fidem fregi, pro patrono non habebor.

[39] *Dig.* 40.1.19: si quis ab alio nummos acceperit, ut seruum suum manumittat, etiam ab inuito libertas extorqueri potest, licet plerumque pecunia eius numerata sit . . . qui suis nummis redemptus est.

BIBLIOGRAPHY

Abel, R. 1982. "Law as Lag: Inertia as a Social Theory of Law." *University of Michigan Law Review* 80: 785-809.

Aubert, J.-J., 2002. "Conclusion: A Historian's Point of View." In *Speculum Iuris: Roman Law as a Reflection of Social and Economic Life in Antiquity*, edited by J.-J. Aubert and M. Sirks, pp. 182-92. Ann Arbor.

Aubert, J.-J. 2013. "*Dumtaxat de peculio*: What's in a Peculium, or Establishing the Extent of the Principal's Liability." In P. du Plessis, ed., pp. 192-206.

Barta, H. 2011. "Graeca non leguntur?" *Zu den Ursprüngen des europäischen Rechts im antiken Griechenland*. Vol. 1. Wiesbaden.

Biscardi, A. 1975. "La capacità processuale dello schiavo." *Labeo* 21: 143-171.

Bitros, G., and A. Karayiannis. 2006. "The Liberating Power of Entrepreneurship in Ancient Athens." In *Country Studies in Entrepreneurship: A Historical Perspective*, edited by Y. Cassis and I. Pepelasis-Minoglou, pp. 11-24. London.

Bitros, G., and A. Karayiannis. 2008. "Values and Institutions as Determinants of Entrepreneurship in Ancient Athens." *Journal of Institutional Economics* 4: 205-30.

Black, A., and G. Bell, eds. 2011. *Law and Legal Institutions of Asia: Traditions, Adaptations and Innovations.* Cambridge.

Burdese, A. 1981. "Controversie giurisprudenziali in teme di capacità degli schiavi." In *Studi in onore di A. Biscardi*, I, pp. 147-80. Milan.

Burford, A. 1963. "The Builders of the Parthenon." *Parthenos and Parthenon. Greece & Rome*, Suppl. 10: 23-35.

Bürge, A. 2010."Lo schiavo (in)dipendente e il suo patrimonio." In *La costruzione giuridica dell' identità nell'esperienza romana: Dall' epoca di Plauto a Ulpiano*, edited by A. Corbino, M. Humbert and G. Negri, pp. 369-91. Pavia.

Canevaro, M. and D. Lewis. 2014. "Khoris Oikountes and the Obligations of Freedmen in Late Classical and Early Hellenistic Athens." *Incidenza dell' antico: Dialoghi di storia greca*, 12: 91-121.

Cohen, E. 1992. *Athenian Economy and Society: A Banking Perspective.* Princeton.

Cohen, E. 2000. *The Athenian Nation.* Princeton.

Cohen, E. 2003. "The High Cost of Andreia at Athens." In *Andreia: Studies in Manliness and Courage in Classical Antiquity*, edited by R. Rosen and I. Sluiter, pp. 145-65. Leiden.

Cohen, E. 2012. "Juridical Implications of Athenian Slaves' Commercial Activity." In *Symposion 2011*, edited by B. Legras and G. Thür, pp. 213-23. Vienna.

Cohen, E. 2017. "Overcoming Legal Incapacity at Athens: Juridical Adaptations Facilitating the Business Activity of Slaves." In *Ancient Guardianship: Legal Incapacities in the Ancient World* (Legal Documents in Ancient Societies 6), edited by U. Yiftach, pp. 127-43. Trieste.

Cohen, E. 2018. “Slaves Operating Businesses: Legal Ramifications for Ancient Athens — and for Modern Scholarship.” In *Ancient Greek Law in the Twenty-First Century*, edited by P. Perlman, pp. 54-69. Austin, Texas.

Dimopoulou, A. 2012. “Le rôle des esclaves dans l’économie athénienne: réponse à Edward Cohen.” In *Symposion 2011*, edited by B. Legras and G. Thür, pp. 225-36. Vienna.

Du Plessis, P., ed. 2013. *New Frontiers: Law and Society in the Roman World.* Edinburgh.

Du Plessis, P., C. Ando and K. Tuori, eds. 2016. *The Oxford Handbook of Roman Law and Society.* Oxford.

Ferrucci, S. 2008. “Ai margini della polis? Donne, stranieri, schiavi.” In *Storia d’Europae del Mediterraneo. II. La Grecia*, edited by M. Giangiulio, IV, pp. 509-41. Rome.

Ferrucci, S. 2012. “Schiavi banchieri: identità e status nell’Atene democratica.” In *Nuove e antiche schiavitù*, edited by A. Di Nardo and G. Lucchetta, pp. 98-109. Pescara.

Fisher, N. 2006. “Citizens, Foreigners, Slaves.” In *Companion to the Classical Greek World*, edited by K. Kinzl, pp. 327-49. Oxford.

Fisher, N. 2008. “‘Independent’ Slaves in Classical Athens and the Ideology of Slavery.” In *From Captivity to Freedom: Themes in Ancient and Modern Slavery*, edited by C. Katsari and E. Dal Lago, pp. 121-146. Leicester.

Garlan, Y. 1988. *Slavery in Ancient Greece.* Ithaca, N.Y. (Originally published as *Les esclaves en Grèce ancienne.* Paris 1982.)

Gernet, L. 1950. “Aspects du droit athênien de l’esclavage.” *Archives d’histoire du droit oriental*: 159-187. (Reprinted in *Droit et société dans la Grèce ancienne*, Paris 1964, pp. 151-72).

Grillo, R. *et al.*, eds. 2009. *Legal Practice and Cultural Diversity.* Farnham, U.K.

Guarino, A. 1967. “Tagliacarte.” *Labeo* 13: 294-95.

Hanson, V. 1995. *The Other Greeks: The Family Farm and the Agrarian Roots of Western Civilization.* New York.

Harris, E. 2013. “Were there Business Agents in Classical Greece? The Evidence of Some Lead Letters.” In *The Letter: Law, State, Society and the Epistolary Format in the Ancient World*, edited by U. Yiftach, pp. 105-24. Wiesbaden.

Harris, E. 2018. “Legal Procedure in Arbitrations and Trials in Court: A Comparison.” In *Athenaion Polieiai tra storia, politica e sociologia: Aristotele e Pseudo-Senofonte*, edited by C. Bearzot *et al*., pp. 213-30. Milan.

Harris, W. 1980. “Roman Terracotta Lamps: The Organization of an Industry.” *Journal of Roman Studies* 70: 126-45.

Harrison, A. 1968. *The Law of Athens.* Vol. 1. Oxford.

Harter-Uibopuu K. 2013. “Epigraphische Quellen zum Archivwesen in den griechischen Poleis des ausgehenden Hellenismus und der Kaiserzeit.” In

Archives and Archival Documents in Ancient Societies, edited by M. Faraguna, pp. 273-305. Trieste.

Hawkins, C. 2012. "Manufacturing." In *The Cambridge Companion to the Roman Economy*, edited by W. Scheidel, pp. 175-94. Cambridge.

Hawkins, C. 2016. "Contracts, Coercion, and the Boundaries of the Roman Artisanal Firm." In Work, Labour and Professions in the Roman World, edited by K. Verboven and C. Laes, pp. 36-61. Leiden.

Hopkins, K. 1978. *Conquerors and Slaves.* Cambridge.

Humfress, C. 2013. "Law's Empire: Roman Universalism and Legal Practice." In Du Plessis, ed., pp. 73-101. Edinburgh.

Humphreys, S. 2007. "Social Relations on Stage: Witnesses in Classical Athens." In *Oxford Readings in the Attic Orators*, edited by E. Carawan, pp. 140-213. Oxford.

Jacota, M. 1966. "Les pactes de l'esclavage en son nom propre." *Revue internationale des droits de l'antiquité* 13: 205-30.

Kamen, D. 2013. *Status in Classical Athens.* Princeton.

Karabélias, E. 1997. "L'arbitrage privé dans Athènes classique." In *Symposion 1995*, edited by G. Thür and J. Vélissaropoulos-Karakostas, pp. 135-49. Cologne.

Klees, H. 1998. *Sklavenleben im klassischen Griechenland* (= Vol. 30 of *Forschungen zur antiken Sklaverei*, edited by H. Bellen). Stuttgart.

Kleijwegt, M. 2011. "Deciphering Freedwomen In the Roman Empire." In *Free at Last! The Impact of Freed Slaves on the Roman Empire*, edited by S. Bell and T. Ramsby, pp. 110-29. London.

Knütel, R. 1993. "Das Mandat zum Freikauf." In *Mandatum und Verwandtes. Beiträge zum römischen und modernen Recht*, edited by D. Nörr and S. Nishimura, pp. 353-74. Berlin.

Koops, E. 2020. "The Practice of Manumission through Negotiated Conditions in Imperial Rome." In *Roman Law and Economics*, Vol. 2 (*Exchange, Ownership and Disputes*), edited by G. Dari-Mattiacci and D. Kehoe, pp.35-77. Oxford.

Kränzlein, A. 2010. *Arnold Kranzlein: Schriften*, edited by J. Rainer. Vienna.

Lanni, A. 2016. *Law and Order in Ancient Athens.* Cambridge.

Lewis, D. 2018(a). "Classical and Near Eastern Slavery in the First Millenium BCE." In *The Oxford Handbook of Greek and Roman Slaveries*, edited by S. Hodkinson, M. Kleijwegt, and K. Vlassopoulos.
(OnLine. DOI: 10.1093/oxfordhb/ 9780199575251.013.42.)

Lewis, D. 2018(b). *Greek Slave Systems in their Eastern Mediterranean Context, c. 800-146 BC*. Oxford.

Maffi, A. 2008. "Economia e diritto nell'Atene del IV secolo." In *Symposion 2007*, edited by E. Harris and G. Thür, pp. 203-22. Vienna.

Matthews, J. 2006. "Roman law and Roman history." In *A Companion to the Roman Empire*, edited by D. Potter, pp. 477-91. Oxford.

Metzger, E. 2014. “Cum servo agere.” In *Inter cives necnon peregrinos: Essays in Honour of B. Sirks*, edited by J. Hallebeek et al., pp. 533-43. Göttingen.

Morabito, M. 1981. *Les réalités de l’esclavage d’après le “Digeste”.* Paris.

Mouritsen, H. 2011. *The Freedman in the Roman World.* Cambridge.

Mulliez, D. 2014. “Archivage et affichage des actes d’affranchissement à Delphes: les obligations juridiques et leur évolution.” In *Hommage à Jacqueline de Romilly: L’empreinte de son oeuvre*, edited by M. Fumaroli, J. Jouanna *et al.*, pp. 47-60. Paris.

Nelken, D., and J. Feest, eds. 2001. *Adapting Legal Cultures.* Oxford.

Pölönen, J. 2016. “Framing ‘Law and Society’ in the Roman World.” In du Plessis, Ando and Tuori, eds., pp. 8-20.

Prachner, G. 1980. *Die Sklaven und Freigelassene im arretinischen Sigillatagewerbe.* Wiesbaden.

Randall, R. 1953. “The Erechtheum Workmen.” *American Journal of Archaeology* 57: 199-210.

Richardson, J. 2016. “Provincial Administration.” In du Plessis, Ando and Tuori, eds., pp. 111-23.

Rihll, E. 2011. “Classical Athens.” In *The Cambridge World History of Slavery: Vol. 1, The Ancient Mediterranean World*, edited by K. Bradley and P. Cartledge, pp. 48-73. Cambridge.

Scafuro, A. 1997. *The Forensic Stage.* Cambridge.

Silver, M. 2016. “At the Base of Rome’s Peculium Economy.” *Fundamina* 22.1: 67-93.

Sirks, A. 2018. “Law, Commerce, and Finance in the Roman Empire.” In *Trade, Commerce, and the State in the Roman World*, edited by A. Wilson and A. Bowman, pp. 53-115. Oxford.

Smith, P. 2007. “New Legal Fictions.” *Georgetown Law Journal* 95: 1435-95.

Sosin, D. 2015. “Manumission with Paramone: Conditional Freedom?” *Transactions of the American Philological Association* 145: 325-81.

Talamanca, A. 2008. “Risposta a A. Maffi: Economia e diritto nell’Atene del IV secolo.” In *Symposion 2007*, edited by E. Harris and G. Thür, pp. 223-28.

Tapio, H. 1975. *Organization of Roman Brick Production.* Helsinki.

Thür, G. 1977. *Beweisführung vor den Schwurgerichtshöfen Athens: die Proklesis zur Basanon.* Vienna.

Thür, G. 2005. “The Role of the Witness in Athenian Law.” In *The Cambridge Companion to Greek Law*, edited by M. Gagarin and D. Cohen, pp. 146-169. Cambridge.

Tordorff, R. 2013. “Introduction: Slaves and Slavery in Ancient Greek Comedy.” In *Slaves and Slavery in Ancient Greek Comic Drama*, edited by B. Akrigg and R. Tordorff, pp. 1-62. Cambridge.

Valente, M. 2012. “Demostene e Arpocrazione a proposito dei ‘choris oikountes’.” *Rivista storica dell’Antichità* 42: 95-115.

Vélissaropoulos-Karakostas, J. 2002. “Merchants, Prostitutes and the ‘New Poor’.” In *Money, Labour and Land: Approaches to the Economies of Ancient Greece*, edited by P. Cartledge, E. Cohen and L. Foxhall, pp. 130-39. London.

Vélissaropoulos-Karakostas, J. 2018. “Soft Law in Ancient Greece?” In *Crossing Divides: Ancient Greek Law in the Twenty-First Century*, edited by P. Perlman, pp. 144-56. Austin, Texas.

Vlassopoulos, K. 2007. “Free Spaces: Identity, Experience and Democracy in Classical Athens.” *Classical Quarterly* 57.1: 33-52.

Watson, A. 2007. “Law and Society.” In *Beyond Dogmatics: Law and Society in the Roman World (Edinburgh Studies in Law)*, edited by J. Cairns and P. du Plessis, pp. 9-35. Edinburgh.

Webster, T. 1973. *Potter and Patron in Classical Athens.* London.

Wiedemann, T. [1987] 1997. *Slavery.* Oxford.

Zelnick-Abramovitz, R. 2005. *Not Wholly Free: The Concept of Manumission and the Status of Manumitted Slaves in the Ancient Greek World.* Leiden.

Zelnick-Abramovitz, R. 2018. “The Status of Slaves Manumitted under *Paramonê*: A Reappraisal.” In *Symposion 2017*, edited by G. Thür, U. Yiftach and R. Zelnick-Abramovitz, pp. 377-402. Vienna.