

Manumission with *Paramone*: Conditional Freedom?*

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SUMMARY: A common view holds that slaves freed on condition of *paramone* were juridical chimeras, legally half-free, half-slave. This paper argues that this view is based on a misunderstanding of the Greek sources, mainly epigraphic; that the intermediate or hybrid juridical state of conditional freedom is a modern invention; that the evidence for manumission in the Greek world suggests overwhelmingly that polities constructed liberty and slavery as a binary pair, rather than poles on a spectrum.

“NEXT TO PAGANISM, THE INSTITUTION OF SLAVERY IS PROBABLY THE MOST difficult feature of ancient life for a modern student to understand.”¹ Manumission with it. From Delphi alone, some 1000 inscriptions attest to over 1200 manumissions (ca. 200 B.C.E.–ca.100 C.E.).² Inscriptions from Boiotia, Phokis, Thessaly, Macedonia, Bouthrotos, Kalyrna, Lemnos, and elsewhere offer hundreds more. Scholarly attention has fallen heavily on Delphi, where manumission is held to have worked roughly as follows. A slave somehow acquired enough money to purchase freedom. But since the slave was legally incapable of contracting the purchase, it, its owner, and the god engaged in a sham sale wherein the slave entrusted the sale (and funds) to Apollo, who bought the slave. This “sale” in effect freed the slave. In roughly a third of known cases, the former slave was subject to *paramone*. This obliged her to “remain” in service to her manumittor, in semi-slavery, free to go and yet required to remain in a state of conditional or partial freedom. Service was usually to conclude upon the former master’s death, at which point the freedperson left this state of semi-slavery and became properly free.

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¹ Welles 1956: 316.

² Mulliez 1992.

Westermann and Finley “used this intermediate stage of conditional release to create the concept of a spectrum of statuses between slave and free. This idea seems now,” Hopkins could write in 1981, “to have won general acceptance among ancient historians and has undermined the old, strict dichotomy, slave-free.”³ A generation later, acceptance is widespread. A valuable monograph articulates a graded spectrum of statuses in Classical Athens.⁴ A rich, comprehensive study of Greek manumission concludes uncontroversially:

Manumission inscriptions that include *paramone* clauses and other conditions reflect the ambiguous status of manumitted slaves. The freed persons remained with their manumitters, served them as slaves, and were liable to corporal punishment and to revocation of their manumission should they fail to do as ordered. On the other hand, they were given their freedom, protected against re-enslavement by their manumitters’ heirs or any other person, and had the right to go wherever and do whatever they wished. Whatever we choose to call them—half-free, half-slave, both free and slave—it is obvious that slaves with deferred manumission were in a state of servile dependence on their manumitters.⁵

“[A] man who has been a slave is freed, but his freedom is partly withdrawn in the same action in which it is given to him”⁶; he was welcome to go but

³ Hopkins 1981: 137. Westermann 1945, 1946, 1948, 1955; Finley 1981: 116–32 [= 1964, 1960]. Calderini 2008 had already concluded that *paramone* was served in a state of partial freedom. See Darmezil 1999: 211–12.

⁴ Kamen 2013, including a chapter (3) devoted to “Freedmen with Conditional Freedom.”

⁵ Zelnick-Abramovitz 2005: 244, continuing, “the slave became free—that is, his or her own master—but remained in the possession of the former master. To be in the possession or partial ownership of another person meant that the manumitted slaves still belonged to their manumitters.” This view is not far from a much earlier one that slaves freed on condition of *paramone* were freed but not yet free, manumitted but with freedom suspended or withheld. Dareste, Haussoulie, Reinach, *IJG* II p. 275, “l’affranchi sous condition suspensive n’en est pas moins un affranchi; l’acte de vente lui a conféré *hic et nunc* certains droits; il est *loco servi*, non *servus*.” Samuel 1965 argued that the Delphic sales made slaves fully free in law, and that they then entered into contractual *paramone*, like that of the labor contracts preserved on papyrus from the Roman imperial period.

⁶ Finley 1981: 144. Similarly, e.g., Hopkins 1981: 144: “the slave was first explicitly given full freedom, then contractually constrained”; Gibson 1999: 43, on *SGDI* II 1752: “In this inscription the tension between the *paramonê* clause and the declaration of Europa’s freedom runs high. The statement of Europa’s freedom is immediately followed by a restrictive *paramonê* clause in which she is to do all that is asked of her by Aristion. If Europa should fail in any respect, she is liable to punishment by Aristion or anyone

required to stay, untouchable but subject to beating, free but not really. Slaves became “the nominal property of the god, with the understanding that Apollo would make no use of his right of ownership” so that “the right of ownership was transferred, by default, to the slaves themselves, who were then in possession of themselves—that is, free.”⁷ The sale was not a sale, the manumission not a manumission, for freedom somehow arose from the purchaser’s waiver of rights. A slave but not really. “The juridical situation is confused, and the concrete circumstances belong somewhere in between slavery and liberty.”⁸ A century ago, Bloch saw less confusion, suggesting briefly that since those who performed *paramone* were constrained in their movements, could be beaten, lacked property rights, and were generally deprived of family, they may simply have been slaves.⁹ But that view won no ground, and most have taken for granted the fundamental weirdness of the mechanism.¹⁰ The author of a forthcoming corpus of Delphic manumissions (*CID V*) notes that *paramone* “manifeste une certaine ambiguïté, puisque le statut juridique de l’affranchi se trouve en contradiction avec la réalité de sa situation.”¹¹

he should appoint. After the terms of punishment, the inscription states that upon Aristion’s death, Europa will be free. But Europa has already been declared free in line 3! This repetition raises the possibility that Europa was not considered truly free until she completed the *paramonê* stipulations.”

⁷ Kamen 2014a: 285–86.

⁸ Garlan 1988: 79.

⁹ Bloch 1914: 27–31, following an almost universally rejected idea, which began with Boeckh and held that slaves performed *paramone* in anticipation of future manumission, rather like a slave who knew that his manumission was written into his owner’s will. See Samuel 1965: 222–28 for a history of interpretation. Albrecht 1978: 154–200 argued that a minority of slaves bought their freedom with their labor, working in servitude till their masters’ death (here, building on Bloch), while the rest borrowed from their masters the cost of their freedom and then worked off the debt, remaining in a state of half-liberty (here, consistent with current consensus). But cf. Kränzlein 2010: 116–20, 121–30.

¹⁰ Not only weird, but insoluble; for Darmezian 1999: 213, the variety of competing interpretations of the freed slaves’ legal status “montrent à l’évidence que les actes d’affranchissements eux-mêmes ne permettent pas de parvenir à une conclusion ferme et définitive.”

¹¹ Mulliez 1992: 39. We do find change over time within the corpus, concerning archiving and control mechanisms, prices, and frequency of *paramone*. See especially Hopkins 1981: 133–70 *passim*. The fundamental construction of the transaction and its conditions, however, are remarkably stable. Diachronic arguments may be premature before the publication of *CID V*.

This paper suggests that the law and the reality of manumission with *paramone* were simpler and more compatible than scholars have credited; that there were no juridical monsters, half-free, half-slave or otherwise; that the conditionally freed slave, as understood, is a modern invention.

DELPHIC SLAVE SALES

Let us begin with the Greek of these heavily formulaic texts.¹² Sale without *paramone* tended to work roughly as follows (*FD* III.2 126.2–9):

- ἐπὶ τοῖσδε ἀπέδοτο Ξένων
- Σωσιξένου, συνευδοκεούσας καὶ τὰς γυναικὸς αὐτοῦ Καλλοῦς καὶ τοῦ υἱοῦ
Σωσιξένου, τῶι Ἀπόλλωνι τῶι Πυθίωι
- 4 σῶμα γυναικεῖον αἰ ὄνομα Ἀπολλωνία, καὶ παιδάριον ὡἰ ὄνομα Φίλων, τὸ γένος
ἐνδογενεῖς, τιμᾶς ἀργυρίου
μῶν πέντε, καὶ τὰν τιμὰν ἔχει πᾶσαν. βεβαιωτῆρ κατὰ τοὺς νόμους τὰς πόλιος·
Νικίας Βαβύτρα, ἐφ' ὧτε
ἐλευθέρους εἶμεν Ἀπολλωνίαν καὶ Φίλωνα καὶ ἀνεφάπτους ἀπὸ πάντων,
ποιοῦντας ὃ κα θέλωντι
καὶ ἀποτρέχοντας οἷς κα θέλωντι. εἰ δέ τις ἐφάπτοιτο Ἀπολλωνίας ἢ Φίλωνος
ἐπὶ καταδουλισμ[ῶι]
- 8 κύριος ἔστω ὁ παρατυχὼν συλέων ὡς ἐλευθέρους ὄντας, ἀζάμιος ἐὼν καὶ
ἀνυπόδικος πᾶσας δίκας κα[ῖ]
ζαμίας.

... On the following conditions Xenon son of Sosixenos, with the approval of his wife Kallo and his son Sosixenos, sold to Apollo Pythios a female slave whose name is Apollonia and a boy whose name is Philon, homebred by birth, for a price of five minas of silver, and he has the full price. Warrantor in accordance with the laws of the city: Nikias son of Babytras. (Sold) on condition that Apollonia and Philon be free and untouchable by all, doing whatever they wish and departing wherever they wish. If anyone should lay hands on Apollonia or Philon with a view to enslavement, then he who happens to rescue them on grounds that they are free shall have authority (to do so), being immune to penalty and unliable to any action and penalty.

These “fictive sales” certainly present themselves as records of sale.¹³ After the dating formula, they almost always begin with ἐπὶ τοῖσδε ἀπέδοτο or simply

¹² For an overview, see Mulliez 1992; on archiving the transactions, see Harter-Uibopuu 2013: 281–94.

¹³ In an analogous case, scholars often conceive of the dedications at Leukopetra as “manumissions”; see, e.g., Youni 2005. But ancient actors appear to have thought them

ἀπέδοτο. Statement of price and acknowledgement of receipt of payment are standard.¹⁴ The sales stipulate freedom, and that freedom was not a feeble half-measure. The blanket extension of legal immunity to anyone who happens to rescue a freedperson to whom someone laid unlawful claim was not trivial. With no identity card to protect her, a freedperson under duress had to rely on the help of others. The Delphic sales made it easier to assist. This was a powerful protection. But, though these texts are called “manumission inscriptions,” they speak only of freedom, not manumission *per se*; while sellers and warrantors are often required to warrant the god’s purchase,¹⁵ they are not obliged to attest to the act of manumission or even to the legal state of the slave who had been sold. These would be worrisome omissions if ancient actors thought of these as “manumission inscriptions.” But that oddity vanishes if witnessing the sale did not necessarily mean witnessing the manumission—that is, if manumission followed, as a distinct act. This, I suggest, is what happened.

The texts do not frame manumission as an automatic or immediate result of the sale itself. Nevertheless, scholars interpret the phrase ἐφ’ ᾧ τε ἐλευθέρων εἴμεν as effecting, or even recognizing existing liberty.¹⁶ But this misconstrues

real dedications, which was not incompatible with dedicatees being “slaves within the sacred boundaries of the sanctuary and free men (but by no means citizens of any community) in the outside world”: Ricl 2001: 144–47. See also Chaniotis’s remarks at *SEG* LV 698. Aristion sold Apollonios at once to Apollo Pythios and Asklepios at Amphissa (*SGDI* II 2202), on which Zelnick-Abramovitz 2005: 97 notes, “The fictitious nature of manumissions by a sale to a god can be inferred from an inscription from Delphi (*BCH* 17, 1893, 360–61, no. 38), in which a citizen of Delphi sells a slave to Apollo in Delphi and to Asclepius in Amphissa Even by the loosest legal interpretation it is impossible to understand this double sale.” But Neaira was owned by two men: [Dem.] 59.30–32. The prostitute over whom the speaker of *Lys.* 4 and his opponent fought may have been jointly owned. If gods are persons and persons may jointly own, then gods may jointly own.

¹⁴ Albrecht 1978: 169–76, argued that, where receipt of payment is not indicated and the records do not explicitly state that a slave is to be free after the former master’s death, those who served *paramone* continued on as slaves, in effect working off the price of their sale. Whether he is right or not, it is clear that a wide variety of payment plans were deployed; some slaves raised funds via *eranos*; some were required to make supplementary payment after completion of *paramone*. It is not at all clear that the payment plan had any direct effect on the legal status of the slave.

¹⁵ E.g., *FD* III.2 130.10–11: βέβαιον παρεχόντω τὰν ὠ[νὰ]ν τῷ θεῷ ἃ τε ἀποδομένα Δαμῶ καὶ | ὁ βεβαιωτῆρ Βαβύλος.

¹⁶ Constructions vary considerably: Westermann 1948: 58: “on the consideration that” s/he “is free”; Hopkins 1981: 142: “on condition that she is free”; Kamen 2014a: 288: “in

the Greek; ἐπὶ plus the dative often voiced a required future action, stipulated a condition or provision. We are certain of that use here, since a great many of the sales used ὥστε in the same way, with the same force.¹⁷ On this point of syntax, and in their general form, the Delphic sales followed a known pattern. Compare a fourth-century lease, which begins with a dating formula, then indicates that several individuals “let according to the following conditions” (κατὰ τάδε ἐμίσθωσαν) several structures “on condition that (the lessee) pay” (ἐφ’ ὧτε διδόν|αι) the rent in two instalments.¹⁸ The basic syntactic structure was the same:

<u>IG II² 2496</u>	<u>SGDI II 1825</u>
κατὰ τάδε ἐμίσθωσαν	ἐπὶ τοῖσδε ἀπέδοτο
lessors / e.g., τὸ ἐργαστήριον / lessee	seller / purchaser / e.g., σῶμα γυναικείου
δραχμῶν <i>N</i>	τιμᾶς ἀργυρίου μνᾶν <i>N</i>
ἐφ’ ὧτε διδόναι	ἐφ’ ὧτε ἐλευθέραν εἶμεν

The infinitive “to be” in the Delphic sales no more declared a contemporary fact or action than διδόναι did. It referred to something that “is to” come about. This prospective, future sense of the infinitive is found in innumerable legal instruments; polities decreed that X is to be the case, and so on. This is the backbone of Greek legal utterance, the syntax with which words made facts. The lessee rented land on condition that he then pay. The god purchased a slave on condition that s/he then be free. Thus, the sales imposed on the pur-

order that she be free”; Gibson 1999: 39, 42: “[a]s a result, he is to be free,” “according to which she is to be free.”

¹⁷ E.g., *SGDI* II 1713.2–5; II 1728.3–6; *FD* III.6 31.3–7.

¹⁸ *IG* II² 2496.2–17: κατὰ τάδε ἐμίσθωσαν [*names of eight lessors*] τὸ ἐργαστήριον τὸ ἐν Πειραεῖ καὶ τὴν οἰκῆσιν τὴν προσοῦσαν αὐτῶι | καὶ τὸ οἰκημάτιον τὸ ἐπὶ τοῦ κοπρῶνος εἰς τὸν ἅπαντ|α χρόνον Εὐκράτει Ἐξηκίου Ἀφιδναί<ω>ι δραχμῶν Π|Η|Η|Η τοῦ ἐνιαυτοῦ ἐκάστου ἀτελεῖς ἀπάντων, ἐφ’ ὧτε διδόν|αι τὰς {ς} μὲν ΔΔΔ ἐν τῶι Ἐκατονβαιῶνι τὰς δ’ εἴκοσι καὶ |τέτταρας ἐν τῶι Ποσιδεῶνι, ἐπισκευάσαι δὲ τὰ δεόμε|να τοῦ ἐρ<γ>αστηρίου καὶ τῆς οἰκῆσεως ἐν τῶι πρώτ|ωι ἐνιαυτῶι; 2492.1–9: κατὰδε ἐμίσθωσαν Αἰζωνεῖς τὴν Φελλεῖδα | Αὐτοκλεῖ Αὐτέου καὶ Αὐτέαι Αὐτοκλέους τετ|ταράκοντα ἔτη, ἑκατὸν πενήκοντα δυοῖν δρ|αχμῶν ἕκαστον τὸν ἐνιαυτόν. ἐφ’ ὧτε καὶ φυτε|ύοντα<ς> καὶ ἄλλον τρόπον ὃν ἂν βούλωνται· τὴν δ|ἐ μίσθωσιν ἀποδιδόναι τοῦ Ἐκατομβαιῶνος μ|η|νός, ἐὰν δὲ μὴ ἀποδιδῶσιν εἶναι ἐνεχυρασίαν Αἰ|ζωνεῦσιν καὶ ἐκ τῶν ὠραίων τῶν ἐκ τοῦ χωρίου καὶ |ἐκ τῶν ἄλλων ἀπάντων τοῦ μὴ ἀποδιδόντος; 2491.6–9: ἐφ’ ὧτε τῆ|[ν ἐ]νναίαν (*SEG* XXI 642) τὴν ἐκ τ|[ο]ῦ χωρίου ἅπαντος | ἐαυτῶν εἶναι; 2759.2–9: ἐργαστη|ρίο κ|αὶ κῆ|π|ου καὶ τῆς προσοῦσης [κρήνη]|ς τῶι κηπιδίωι ὑποκειμ[έ]|νων δραχμῶν ΗΗΗ ἐφ’ ὧ|[ι]|τε ἔχειν καὶ κρατ[εῖν τὸν] | ὑποθέμενον [κατὰ συνθή|]κας τὰς κειμ[έ]νας παρὰ Σ|]εῖμαλον.

chaser a requirement to manumit,¹⁹ but the words ἐφ’ ὧτε ἐλευθέραν εἶμεν did not themselves make anyone free. Manumission was a witnessed formal pronouncement, sometimes private, often public.²⁰ Required words may have been few,²¹ but a legal person had to perform them. That person could only be the new owner, and at Delphi that was Apollo. Thus, when someone sold Apollo a slave on condition of freedom, the expectation and requirement, I urge, was that after the money changed hands and the god became owner, he—or his agent—freed the slave.

Whatever other terms were agreed, the requirement to remain, *paramone*, could be added, as in, e.g., *SGDI* II 2066:

ἄρχοντος Κλεοδάμου τοῦ Πολυκλείτου μηνὸς Δαιδαφορίου, ἐπὶ τοῖσδε ἀπέδοτο
 Καλλικράτεια Ἀρισταγόρα Δελφίς τῶι Ἀπόλλωνι τῶι Πυθίωι σῶμα
 γυναικεῖον ἄι
 ὄνομα Σωστράτα, τιμᾶς ἀργυρίου μνᾶν τριῶν, καθὼς ἐπίστευσε Σωστράτα
 τῶι

¹⁹ Dozens of records describe freedom as a condition of the sale itself (e.g., *FD* III.3 332.2–3): ἀπέδοτο Φιλέρωσ Δημητρίου τῶι Ἀπόλλωνι τῶι Πυθίωι ἐπ’ ἐλευθερίᾳ κοράσιον ἄ ὄνομα Τρύφαινα. In hundreds, however, the sale is said to have been transacted “in accordance as [the slave] entrusted to the god, on condition that s/he be free,” which suggests that manumission was a condition of the trust agreement between slave and god (e.g., *FD* III.2 215.6): κ[αθὼς] ἐπίστευσε Πίστις τῶι θεῶι [τὰν ὠνά]ν, ἐφ’ ὧτε ἐλευθέρ[α εἶμ]εν. And more than one hundred specify both (e.g., *FD* III.3 301.2–5): Σωτηρὶς Διονυσίου ἀπέδοτο ἐπ’ ἐλευθερίᾳ τῶ Ἀπόλλωνι τῶ | Πυθίῳ παιδάρια οἰκογενῆ δύο οἷς ὀνόματα Ἐρμαῖος, Ἄρχ[ω]ν, τιμᾶς ἀργυρίου ἐν ἐνὶ μνῶν δέ<κα>, | [κ]αι τὰν τειμᾶν ἀπέχει πᾶσαν, καθὼς ἐπίστευσαν ἐπ’ ἐλευθερίᾳ τῶ θεῶ τὰν ὠνά, ἐφ’ ὧτε ἐλευ[θ]ερα εἶμεν. God and slave-owner were legal parties to the contract, but the slave had a role in its framing, financing the purchase, “entrusting” it to the god.

²⁰ Zelnick-Abramovitz 2009: 304–6. The elder Demosthenes proclaimed from his deathbed that his slave Milyas was free (*Dem.* 29.25–26). Excessive public proclamation in the theater was apparently banned at Athens (*Aeschin.* 3.41, 44). In some places, Thessaly in particular, the state had a visible role in the recording of manumissions; see Zelnick-Abramovitz 2013. Elateia too: Zachos 2007.

²¹ E.g., *I.Apollonia* 385: πρυτανεύον[τ]ος Φαλάκρου, μηνὸς δευδέκατος | ἀφῆκε Γλαυκίας Κλεοπ[ά]τραν, ἕμεν ὅπα λῆν, | ἐλευθέραν; Darmezin, *Affranchissements* 136: [E]ὐρυμειλω ἀρχον[τ]ος, ἀφίειτι Σά[ω]ν Ατ[έ]αν ἐλευ[θ]ερον ἐναντία | τῶ Ἀσκαπιῶ | κῆ τῶ Ἀπόλλων[ο]ς ρίστορες Ἀν[τι]μέ[ν]ων, Ἄσιος, | Ἀθανόδωρος, | Εὐφραστός. The brief verbal quality of manumission, at its simplest, is similar to Athenian *engye*, under which a *kyrios* pledged a woman under his authority to another man, and the man indicated acceptance; see *Men. Dys.* 842–44; also *P.Oxy.* XXXI 2533.4–6.

- 4 θεῶι τὰν ὠνάν, ἐφ' ὧτε ἐλευθέρα εἶμεν καὶ ἀνέφαπτος ἀπὸ πάντων τὸμ
πάντα
βίον. βεβαιωτῆρες κατὰ τὸν νόμον· Ἁγίων Καλλικράτεος, Ἀρισταγόρας
Εὐθυδάμου
Δελφοί. παραμεινάτω δὲ Σωστράτα παρὰ Καλλικράτειαν ἄχρι κα ζῶη
Καλλικράτεια
ποέουσα τὸ ποτιτασόμενον πᾶν τὸ δυνατόν ἀνεγκλήτως· εἰ δὲ τί κα μὴ
ποιῆι Σωστρά-
- 8 τα τῶν ποτιτασσομένων ὑπὸ Καλλικρατείας καθὼς γέγραπτ[αι δυ]νατὰ οὖ-
σα, ἐξέστω Καλλικρατεία κο[λ]άζειν καθὼς κα αὐτὰ δειληται καὶ ἄλλωι
ὑπὲρ Καλλικράτειαν ἀζαμίους ὄντοισ καὶ ἀνυποδικοίς πάσας δίκας καὶ ζαμίας.
εἰ δὲ τί κα πάθηι Καλλικράτεια, ἐλευθέρα ἔστω Σωστράτα κυριεύουσα
αὐτοσαυτᾶς καὶ
- 12 ποέουσα ὃ κα θέληι, καθὼς ἐπίστευσε τῶι θεῶι τὰν ὠνάν. εἰ δὲ τίς κα ἄπτηται
Σωστρά-
τας ἐπεὶ κα τελευτάσηι Καλλικράτεια, βέβαιον παρεχόντω οἱ βεβαιωτῆρες
[τ]ῶι
θεῶι τὰν ὠνάν κατὰ τὸν νόμον. ὁμοίως δὲ καὶ οἱ παρατυγχάνοντες κύριοι
ἐόντες συλῆοντες ὡς ἐλευθέραν οὖσαν ἀζάμιοι ὄντες καὶ ἀνυπό-
- 16 δικοὶ πάσας δίκας καὶ ζαμίας. μάρτυρες· ὁ ἱερεὺ[ς] Ξένων, τῶν δὲ ἀρχόντων
Πρα-
[ξ]ίας, ἰδιῶται Δα[μ]ιοχάρης Καλλεῖδα, Χ[α]ριξενος Ἄμυνέα, Εὐκλείδας
Καλλεῖδα.

... On the following conditions Kallikrateia daughter of Aristagoras, Delphian, sold to Apollo Pythios a female slave whose name is Sostrata, for a price of three minas of silver, in accordance as Sostrata entrusted the purchase to the god, on condition that she be free and untouchable by all for her entire life. Warrantors in accordance with the law: Hagion son of Kallikrates, Aristagoras son of Euthydamos, Delphians. But Sostrata shall remain by Kallikrateia so long as Kallikrateia lives, doing all that she is ordered that is possible, without reproach. But if Sostrata does not do any of what she is ordered by Kallikrateia, as written, though able, it shall be possible for Kallikrateia to punish her however she wishes, and for another on behalf of Kallikrateia, being immune to penalty and unliable to any action and penalty. But if Kallikrateia dies, then Sostrata shall be free, her own mistress, and doing whatever she wishes, in accordance as she entrusted the purchase to the god. But if anyone lays a hand on Sostrata when Kallikrateia has died, then the warrantors shall furnish as secure for the god the purchase, in accordance with the law. And likewise also those who happen to rescue her on grounds that she is free shall have authority (to do so), being immune to penalty and unliable to any action and penalty. Witnesses:

Now, on the consensus interpretation, Kallikrateia sold Sostrata, on the condition that she (*sc.* thereby and immediately) became free (*sc.* but not really free); that she was then to serve Kallikrateia (*sc.* in a state of semi-freedom); and that upon Kallikrateia's death (*sc.* the semi-free) Sostrata was to become (*sc.* really) free. But if the formula ἐφ' ὧτε ἐλευθέρα εἶμεν indicates sale on condition of subsequent freedom,²² as Greek suggests, then we need not resort to such heavy interpolation, only to render a sense that most agree is paradoxical. I propose a much simpler understanding of the transaction. Apollo purchased the slave outright, under two requirements. First, he was to waive use²³ for the period of *paramone*, during which the god's slave was required to "remain" with and obey his former owner, for as long as the latter should live. Second, upon completion of this service the slave was to be freed by his owner, Apollo. Here, as with sales that did not require *paramone*, the sale itself did not effect manumission; rather, the contract defined the future event that would trigger it. The god bought a slave; the slave continued to serve its former master; after the former master died the god set the slave free. *Paramone* was conducted in servitude.

Grammar bears out this order. The sequence of formulaic clauses in the Delphic sales is subject to considerable variation,²⁴ but the verb tense is not, and appears to be a direct artifact of the contract rather than a reflection of subsequent recording. The Delphic texts acknowledge sale with the aorist (ἀπέδοτο) and receipt of payment with the present (ἀπέχει). This was

²² On exchange of nominative and accusative in this construction, see Lejeune 1940: 13–38.

²³ Odd though it may seem for a sale to impose seller-defined conditions of use on a purchaser, ancient endowments did essentially this. In hundreds of cases, individuals or groups alienated money or land (generally through dedication/gift rather than sale), often to a god, on condition that it be invested in specific ways and its returns spent on costs defined by the founder. The mechanism thus allowed founders to control use of property after they ceased to own it; the Delphic transactions achieved a similar end. On endowments, see Laum 1914.

²⁴ Zelnick-Abramovitz 2005: 265: "First of all, despite the argument advanced by some scholars that these clauses—especially when they precede a *paramone* clause—attest to the manumitted slave's free status even while in *paramone* (see above 4.2.2), the order of the clauses in any given inscription is random and does not affect the status of the slave being manumitted." Deployment of clauses varies but is not, strictly speaking, random. Study of the precise order and combination of clauses across the archive, and over time, would be a considerable undertaking, but likely valuable; so far as I know, none exists.

conventional.²⁵ Conversion to freedom is specified with a present imperative (ἔστω), and where *paramone* was also stipulated the vast majority of cases signaled so with an aorist imperative (παραμ(ε)ινάτω, -άτωσαν).²⁶ What purpose did the aorist serve? Well, a number of slaves were sold on condition that they be free “after they have remained” or, in effect, “on condition of their having remained” (e.g., *SGDI* II 1715.4–5: ἐφ’ ὧτε ἐλευθέρους εἶμεν καὶ | ἀνε[φά]πτους ἀπὸ πάν[των τὸμ πάν]τα βίον, παραμείναντας ἄχρι καὶ ζῶη Ἀγαμήστωρ).²⁷ In his will Nikon disposed “that, if Nikon lives an additional eight years or more, then, if Nikon dies, Dorema shall be free after she has remained” (παραμείνασαν).²⁸ At Elateia, Agon and Timandros set Laodike free (ἀφίητι) “after she has remained” (παραμ<ε>ίνασαν) by Timandros so long

²⁵ See, e.g., *P.Hib.* I 84a.1–4: [βασιλεύοντος Πτολεμαίου] ἐφ’ ἱερέως Μενελάου τοῦ Λάγου τῶι ε Λ μη|[νὸς Δίο]υ. ἀπέδοτ[ο] Ἐπιμένης Ἀθηναῖος Τιμοκλεῖ Χαλκιδεῖ πυ|[ρῶν ἀ]ρτάβας τρίακοντα, καὶ τὴν τιμὴν ἀπέχει Ἐπιμένης πα|[ρὰ Τι]μοκλέους ἄματῆι συνγραφῆι; also *CPR* XVIII 30.1–5; *P.Cair.Zen.* III 59429.6–7.

²⁶ Only a dozen or so Delphic sales use the present imperative, and only a dozen or so from everywhere else. Use of the aorist is remarkably consistent, clearly a meaningful formula. Compare, for example, ἀποτίνω, which shows a more even distribution between present and aorist. ἀποτεισάτω/ἀποτισάτω returns ca.350 hits in PHI and ἀποτινετω/ἀποτεινετω ca.100.

²⁷ Others: Lerat, *Locriens de l’Ouest* I 42 lin.4–8: παραμεινάτωσαν δὲ Ζῶβιος καὶ [Ἄνασφορον Μενεμάχωι] | τὸν τοῦ ζῆν χρόνον πάντα, ποιῶντες πᾶ[ν τὸ ἐπιτασόμενον αὐτοῖς ἀ]|γενκλήτω<ς>, καὶ παραμείναντες καὶ ποι[ήσαντες Μενεμάχωι πᾶν τὸ | κα]θήκον, ἔστωσαν ἐλευθεροί, μηδενὶ μη[δὲν ποθήκοντες κατ]||[ἀ] μηδένα τρόπον; *FD* III.2 120.10–12 (inscribed at Delphi, transaction at Elateia; manumission, not sale, but using the same formula): ἀφίητι Ἄγων καὶ Τίμαν|δρος Λαοδίκαν ἐλευθέραν, παραμ<ε>ίνασαν παρὰ Τίμαν|δρον ἄχρι καὶ ζῶη Τίμανδρος; III.4 502.A.b.4–7: ἐπὶ το[ῖ]σδε ὥστε ἐ|λευθέρ[αν] εἶμεν <καὶ> ἀνέ[φαπτο]ν τ[ὸ]ν ἄ[π]αντα χρό[ν]ον, [μηθεν]- ἰ μηθεν π[ι]θήκουσα[ν], παραμεί[ν]ασα[ν] | - -]EA[- - - τὸ]ν τᾶς [ζω]ᾶ[ς] χρό[ν]ον; III.6 39.8–9: ὅσα δὲ καὶ γεν<ν>ῆ Σωστράτα ἐν τῷ τᾶς παραμονᾶς χρόνῳ ἔστωσαν ἐλευθερά παραμείναντα ἡμῖν (governing children born during *paramone*, but using the same formula); III.6 57.5–8: ἐπὶ τοῖσδε ὥστε ἐλευ[θέραν] εἶμεν <καὶ> ἀνέφαπτον τὸν ἅπαντα χρόνον, μηδενὶ | μηδὲν ποθήκουσαν, παραμεί[ν]ασα[ν] | πάντ]α τὸν τᾶς ζωᾶς χρόνον, μὴ ἀποτρέχουσα[ν] | μῆτε νυκτὸς μῆτε ἡμέρας; III.6 126.16–18: παραμείνασαν Δωνάτα τὸν τᾶς | ζωᾶς χρόνον εἶμεν Ζωσίμην ἐλευθέραν | καὶ ἀνέφαρον.

²⁸ *SGDI* II 2084.2–10: τάδε διέθετο | Νίκων ὑπὲρ Δωρήματος, συννευδοκεούσας τᾶς θυγα|τέρας Καλλιβούλας. εἰ μὲν καὶ ἐπιβίωση Νίκων ἔτη | ὀκτῶ ἢ πλείονα, παραμείνασαν, εἴ τί καὶ πάθη Νίκων, | ἐλευθέραν εἶμεν Δώρημα· εἰ δὲ τί καὶ πρότερον πάθη[ι] | Νίκων πρὸ τοῦ τὰ ὀκτῶ ἔτη διελθεῖν, κατενέγκαι Δώ|ρημα Καλλιβούλαι τοῦ καταλειπομένου χρόνου ἐν τ[ᾷ] | ὀκτῶ ἔτη τοῦ ἐνιαυτοῦ ἐκάστω ἀργυρίου ἡμιμναίων, | οἰκέουσαν ἕξω καὶ κυριεύουσαν αὐτοσαυτᾶς. The phrasing is choppy, but the impact of the aorist is clear.

as he lived; the transaction was inscribed at Delphi too.²⁹ Here, a participle, not an imperative. But this use, as we shall see below, was widespread, the default syntax for stipulating *paramone* in dedications/manumissions found throughout the region.³⁰ Moreover, the two formulas co-occur at Bouthrotos as well, with no indication of different meanings.³¹ I suggest that these two formulaic uses, παραμεινάτω ... ἔστω ἐλεύθερος and ἐλευθέρους εἶμεν ... παραμεινάντας, were simply parallel expressions of the same legal conditions. Both used the aorist in the sense that demanded full and prior completion of one act, before progress to the next.³² First, let a slave serve and be done with it (παραμεινάτω, παραμείνασαν); then, let her commence being free (ἔστω, εἶμεν).³³

Now, on one view, “The protection clauses,” i.e., the right of rescue seen above, “seem to present a paradox: while still obligated to their manumitters, the manumitted slaves were legally, but not practically, free and could not use the means of protection inserted in their manumission document.”³⁴ But we have seen already that the “protection clauses” applied even in cases of sale without *paramone*; this tells us that they did not cover those who were serving *paramone*, but rather those who were free, whether they had been made so directly after sale or upon completion of *paramone*. As some sales specify, the protection is to apply “if anyone lays hands on [him] with a view to enslavement, after the time has elapsed,”³⁵ that is, “after *paramone*,” or “whenever [the former owner] dies,” or “after [the former owner] has died” (as with Sostrata above).³⁶ Protection prior to that was extraordinary: one sale requires seller

²⁹ *FD* III.2 120.10–12: ἀφίητι Ἄγων καὶ Τίμαν|δρος Λαοδικαν ἐλευθέραν, παραμ<ε>ίνασαν παρὰ Τίμαν|δρον ἄχρι καὶ ζῶῃ Τίμανδρος.

³⁰ Darmezine 1999.

³¹ E.g., *I.Bouthrotos* 95.1–3: ἀφίητι [ἐλε]υθέραν | κατὰ τὸν τῶν ἀτέκ[νων νόμο]ν καὶ ἀνατ[ίθη]τι τῷ Ἀσκαλαπίῳ | Ἰλαρον, παραμεινάτω [δὲ Ἰλαρ]ον παρὰ Μα[τε]ρῶ ἄς καὶ ζῶι; 160.4–7: ἀφίητι | ἐλε]υθέραν Στρατονίκα Εὐρο[- - -]α[.]ν κατὰ τ[ὸ]ν τῶν ἀτέκ[νων]ων ν[όμον], | πα]ραμείνασαν ἄς καὶ Στρατονίκα ζῶι.

³² See Rijksbaron 2006: 45–46.

³³ On aspect in earlier Attic epigraphy, see Lanérés 2000.

³⁴ Zelnick-Abramovitz 2005: 266.

³⁵ *SGDI* II 1916.10–12: [ε]ἰ δ[έ] τις καὶ ἄπτηται Σωσίνεος διελθόντος τοῦ χρόνου | ἐπὶ καταδουλισμῷ, βέβαιον παρεχόντω τῷ θεῷ τὰν ὄνων ἅ τε | ἀ[ποδο]μέ[να Α]ινίησιον καὶ οἱ βεβαιωτήρες κατὰ τὸν νόμον.

³⁶ *FD* III.3 313.11–13: εἰ δέ τις ἐφάπτοιτο τῶν προγεγραμ[μέ]νων σωμάτων μετὰ τὸ τὰς παραμονᾶς βέβαιον παρεχόντω τῷ θεῷ τὰν ὄνων ἅ τε ἀποδομένα καὶ ὁ | βεβ[α]ιωτήρ; *SGDI* II 1807.14–17: εἰ | δέ τις καὶ ἄπτηται Ἰστιοῦς ἐπέε κα [τε]λευτάση | Φίλων, βέβαιον παρεχέτω ὁ βεβαι[ω]τήρ τῷ θε|ῷ τὰν ὄνων κατὰ τὸν νόμον, and 1748.9–10,

and warrantors to warrant the purchase “if anyone lays hands on Epimeles with a view to enslavement, after Ageson has died, or even before” (ἢ καὶ πρότερον).³⁷ Protection offered “even before” manumission was a rare and optional kindness, for those who remained were slaves. The “paradox” is a feature of modern interpretation, not of ancient practice.

Furthermore, texts frequently specify that the death of a former master triggered conversion to freedom.³⁸ Some spell out very clearly that the slave “entrusted the purchase to the god, on condition that [he] be free whenever [his master] dies. But [he] shall remain with [his master], doing all that is ordered.”³⁹ First sale, then *paramone*, and finally manumission. Slaves who were sold on condition of *paramone* did not “remain” after manumission, but were promised manumission on condition that they “remain” first. We can scarcely ask for a clearer expression of the order of things. Nevertheless, it is suggested that although the slaves who were sold at Delphi on condition of *paramone* “did this work as ‘free people,’”⁴⁰

they were presumably not paid and their labor was still conceptualized as servile. This conception is best exemplified by Hellenistic manumission inscriptions, where we find phrases like “let [these freed slaves] remain in *paramonê* service ... doing servile labor [*doul(eu)ontes*] and doing everything ordered blamelessly” and “let her remain in *paramonê* ... doing everything ordered like a slave [*hôs doula*].”

The first quotation translates *FD* III.3 294.8–10, which states that “the aforementioned slaves ... are to remain ..., slaving:” παραμεινά[τ]ωσαν δὲ

1836.9–10, 2034.13–14, 2229.11–12, 2247.6–7; *SGDI* II 1767.20–22: εἰ δὲ τίς | κα ἄπτηται ἐπὶ καταδουλισμῶι Ἀφροδισί[ας] | ἢ Μνασοῦς τε[λ]ευτασάσας Μελισίδος, βέ[β]αιον, and 1719.14, 1752.8, 1757.13–14, 1775.23–24, 1830.17–19; *FD* III.3 22.12–14: εἰ δὲ τίς | ἄπτοιτο μετὰ τὸ μεταλλάξαι Ἀρχέλαον καὶ Λύσιον ἐπὶ καταδου[λι]σμῶι, and 5.15–16, 20.16–18, 32.12–13, *SGDI* II 1703.9–10, 2107.11–12 (μετὰ τὸ ἀπ[οθ]α[νε]ῖν Σω[σ]ιγέν[η]), 2175.15–16.

³⁷ *SGDI* II 2036.13–14: εἰ δὲ τίς κα ἄπτηται Ἐπιμελέος ἐπὶ κατα[δου]λισμῶι | τελευτάσαντος Ἀγήωνος ἢ καὶ πρότερον.

³⁸ E.g., *FD* III.3 45.16–18: εἰ δὲ | κά τ[ι] πάθοι Εὐφροσύνα, ἐλευθέρα ἔ[στω] | Ἀ[φρ]οδισία; III.6 87.9; *SGDI* II 1972.6–7, 2065.10, and many other examples.

³⁹ *SGDI* II 1884.6–9: καθὼς ἐπίστευσε Θρακίδας τῶι | [θεῶι] τὰν ὠνάν, ἐφ’ ὧτε ἐλεύθερος εἶμεν ἐπει[κ]ά τ[ι] | πάθη Ἀ]λέξων. παραμεινάτω δὲ Θρακίδας παρὰ Ἀ|[λέξ]ωνα τ]ὸ κελεύόμενον ποιῶν πάν. Same at *SGDI* II 1729.7–8: ἐφ’ ὧτε ἐλεύθε|ρον εἶναι καὶ ἀνεφαπτον ἀπὸ πάντων, ἐπει κά τι πάθη Πάτρω[v].

⁴⁰ Kamen 2013: 40.

Στρατάγωι τὰ προγεγραμμένα [σώματα] Ζωπ[ύρα, Πυκινά, Παρ]|θένα, Διονυσία, Νικίας, Σωκράτης πάντα τὸν χρόνον ἕως κ[α ζῆ Στράταγ]ος δουλ[εύ]|οντες καὶ ποιῶντες πᾶν τὸ ἐπιτασσόμενον ἀνεγκλήτως.⁴¹ The second is *FD* III.3 329.4–5, and requires that “Eisias is to remain ... doing all that is ordered, as a slave”: παραμεινάτω δὲ Εἰσίας [Κλε]ομάν[τει πάν]τα τὸν τᾶς ζ[ω]ᾶς [χρ]όνον πᾶν ποιῶσα τὸ ἐπιτασσόμενον πᾶν ὡς δούλα. The phrase ποιῶσα ... ὡς δούλα (“performing as a slave”) is simply cognate with δουλ[εύ]|οντες καὶ ποιῶντες (“slaving and performing”).⁴² Such phrases cautioned that whatever promise of future manumission was written into the sale, for the slave, *paramone* meant “slaving nevertheless” (δουλεύ[ω]ν καθὼς καὶ ὡς).⁴³ The Greek speaks plainly of slave labor, and not slave-like labor performed by slave-like freedpersons.⁴⁴ And even if one should insist on a conditional force for ὡς, then the better interpretation would be that a slave who performed *paramone* followed her old master’s orders “as if she were *his* slave.” For *paramone* meant remaining in service to a former master, not despite one’s new freedom, but despite one’s new owner.

⁴¹ [σώματα] is securely restored; Kamen notes a parallel at *FD* III.3 337.2–3: παραμεινάτωσαν δὲ αὐταὶ τὰ προ[ε]γεγραμμένα σώματα Σ[ωτη]ρίχα, Σ[ύ]μφορον, Τρυφέρα πάντα τὸν χρόνον ἕ[ως] κα ζῆ Μενεκράτεια, δουλεύοντα καὶ ποιῶντα π[ᾶν τ]ὸ ἐπιτασσόμενο[ν πᾶν τὸ δυνατόν].

⁴² Also *FD* III.2 129.7–8; II.3 337.2–3; *SGDI* II 2072.21–23; 2092.8–10. The assumption that the phrase ὡς δούλα flags an unreal condition, compelling Eisias to act *as if she were a slave*, is not new; see, e.g., Finley 1981: 143: “A few of the *paramone* documents actually specify the element of servitude by saying, in one phrase or another, that the work performed shall be ‘that of a slave’, ‘slave-like’, or that a person shall serve ‘as a slave.’” Hopkins 1981: 153: “In some manumission contracts, ex-slaves were explicitly required to go on working after manumission, ‘like slaves’ (*douleuonta* - *FD* 3.3.337 cf. 6.51). Such requirements, which have parallels in Roman practice, make nonsense of the conventional dichotomy, dominant in the sociological literature, between slave and free; in the classical world, the two categories had a significant overlap.”

⁴³ *SGDI* II 2160.5–7: παραμεινάτω δὲ Νικασίβουλος παρὰ Ἄρχωνα ἔτη τρία, δουλεύ[ω]ν καθὼς καὶ ὡς; LSJ s.v. ὡς A.a.2.

⁴⁴ For similar precision in description of status, see *FD* III.3 311.5–11: ἐπὶ τοῖσδε ὥστε παρα[μ]εῖναι τὰ προ[ε]γεγραμμένα σώματα [Κρ]ινο[ῖ] πά[ν]τα τὸν τοῦ ζῆν αὐτᾶς χρόνον, ποιῶντα τὸ ἐπιτασσόμενον πᾶν ἀνε[γκλή]τως. εἰ δὲ τις ἀπειθέοι [τῶν] | προγεγραμμένων, ἐξουσίαν ἐχέτω Κρινῶ ἐπιτεμέ[ουσα τῶ]ι ἀπειθέοντι τρόπῳ ᾧ [κα] θ[έ]λη. εἰ | δὲ κά τι πάθη Κρινῶ τῶν κατ’ ἀνθρώπων, ἔστωσαν τὰ προ[ε]γεγραμμένα σώματα ἐλευθέρα, [δόντα ἔ]καστον αὐτῶν Ἀρίστωνι τῷ υἱῷ Κρινοῦς ἀργυρίου μνάς τρ[εῖς, κ]αὶ ἀνεφάπτα ἀπὸ πάντων μηθ[ε]νὶ μηθ[ε]ν ποθήκοντα κατὰ μηδένα τρόπον. εἰ δὲ τις ἐφά[πτοιτο] τῶν ἀπελευθερισμένων σωμάτων | ἐπὶ καταδουλισμῷ, βέβαιον παρεχέτω τῷ θεῷ τὰν ὠνάν.

A couple dozen sales specified that failure to remain could render the sale invalid and thereby return the slave to its original owner.⁴⁵ It is never stated, however, that failure to remain should invalidate the manumission. That omission would be perplexing if the sale itself changed the slave's legal status. But if manumission followed completion of service, then all is clear. For, so long as the former owner lived,⁴⁶ there was no manumission to invalidate.⁴⁷

Numerous other features of these sales confirm that *paramone* was conducted in servitude. Among the several dozen releases from *paramone* that are preserved in the Delphic corpus slaves sometimes paid money for early release, sometimes did not,⁴⁸ but, either way, they were often released from *paramone* “on condition that they be free.”⁴⁹ Theophilos sold Niko “on condition that she be free” and under a requirement to remain; he later released

⁴⁵ E.g., *SGDI* II 1721.6–7: εἰ δὲ μὴ παραμείναι καθὼς γέγραπται, ἄκυρος καὶ ἀτελής ἂ | ὠνά ἔστω. A sale from Naupaktos spells this out very clearly (*IG* IX.1².3 638, 12.9–13): παραμενέτω δὲ Φιλόξεινος παρὰ Μικκίωνα, ἄς καὶ ζῆ Μικκίων, | ποιῶν τὸ ποτιτασσόμενον· εἰ δὲ μὴ ποίῃ, ἀτελής ἂ ὠνά ἔστω· εἰ δὲ τί καὶ πάθη | Μικκίων, τόκα ἂ ὠνά κυρία ἔστω; also 638, 7.7–11: παραμενέτω δὲ Σωφ[.] παρὰ | Νικόστρατον, ἄς καὶ ζῆ Νικόστρα[τος, ποιῶν] | τὸ ποτιτασσόμενον· εἰ [δὲ τί καὶ πάθη] | Νικόστρατος, τόκα ἂ ὠνά [κυρία ἔστω καὶ] | ὁ βεβαιωτὴρ βεβαιούτω <τῶν> Ἀσκ[λαπιῶν]. Such breach will have simply returned Philoxenos to his former owner, and since the god had brought no money to the transaction, Mikkion (now owner once again) must have been entitled to keep the money. If Philoxenos complied, then, when Mikkion died, the sale was to be immune to any such reversal.

⁴⁶ Or however the term of *paramone* was defined. Cf., e.g., *SGDI* II 1978.6–8: παραμεινάτω δὲ Φαλακρίων παρὰ Ἀγέστρατον ἔτεια ὀκτὼ ποιέων τὸ ποτιτασσόμενον ἀνεγκλήτως τὸ δυνατόν.

⁴⁷ Cf. Hopkins 1981: 153: “the master could, unilaterally, void the sale to the god and revoke the freedom which the slave had paid for: ‘but if he does not stay and serve, the sale is void and without effect’ (*GDI* 1721—there are a dozen similar instances; cf. *FD* 3.3.6). In this respect, the institution of *paramonê* gave Greek slave-holders more power than Roman manumission did. This may have been partly because the act of manumission at Delphi, although it was carried out in public, was a private act, in the sense that state authorities were not involved.”

⁴⁸ Paid: e.g., *FD* III.3 272, 354, *SGDI* II 2200. Not: e.g., *FD* III.3 278, 302, 319.

⁴⁹ E.g., *FD* III.3 272.2–6: ἀπέλυσεν Ἡρακλείδ[ας] | Γλαυκία τὰς παραμονᾶς Σωσίαν καὶ Φι[λάρ] | γυρον, ἀ[πο]λα[β]ῶν τὰν παραμονᾶν ἀρ[γυ] | ρίου μνᾶ[ς] δ[έ]κα, ἐφ’ ὅτε ἐλεύθεροι εἴμε[ν] | ἀπὸ πάντων τὸν πάντα χρόνον, III.3 278, 302, 319. Or else it was simply said that they were to be free (e.g., *FD* III.3 340.3–8): Με|νεκράτεια Μενεκράτεος ἀπέλυσε τὰς | παραμονᾶς Τρυφέραν· καὶ ἔστω Τρυφέρα | ἀπὸ τούτου τοῦ χρόνου ἐλευ|θήρα καὶ ἀνεφάρτος ἀπὸ πάν|των τὸν πάντα χρόνον.

her from *paramone* “on condition that she be free.”⁵⁰ On the consensus view, then, we have two legal instruments that deploy the same formula to indicate two incompatible constructions of freedom: the sale deploys the phrase to indicate conversion to semi-freedom, whereas the release from *paramone* uses the same words to denote acquisition of full freedom. This would be bizarre, if it were true. Once Theophilos sold Niko he no longer possessed the legal power to manumit; only her owner could do that. He did have an agreement with the god, under which the slave was to be freed after service. Thus, in releasing Niko from *paramone* Theophilos was not manumitting her, but triggering the condition on which seller and buyer had previously agreed. As at least one case specified, early release and release upon death of the former master were functionally equivalent.⁵¹ Thus, a handful of early releases from *paramone* specify that “from this time forward, [the person] shall be free.”⁵² Moreover, one sale uses the same expression to describe a slave’s transition to freedom after its master’s death, that is, after performance of *paramone*, and *not* after initial conveyance.⁵³ The formula worked in both settings because it framed the same legal requirement: upon completion of service the slave was to be freed.

Sales that dictate procedure to be followed in the event that remainers should bear children show the same pattern. Some such children were to be free on the same conditions as their mothers. If Sostrata bore children while she was remaining, they too were to be free “after having remained,” unless

⁵⁰ *FD* III.3 318.2–6: ἀπέδο|το Θεόφιλος Εὐαμέρου τῷ Ἀπόλλωνι τῷ Πυθίῳ ἐπ’ ἐλευθερία σώμα γυναικε[ῖ]|ον ἃ ὄνομα Νικῶ, τιμᾶς ἀργυρίου μνᾶν δεκατριῶν, καὶ τὰν τιμᾶν ἔχει πᾶσ[αν], | καθὼς ἐπίστευσε Νικῶ τῷ θεῷ τὰν ὠνάν, ἐφ’ ὧτε ἐλευθέρα<ν> εἶμεν κα[ῖ] | ἀνέφαπτον ἀπὸ πάντων τὸν πάντα βίον; 7–8: παραμινάτω δὲ Νικῶ Θεοφίλῳ τὸν τᾶ[ς ζω]ῖ|ᾶς αὐτοῦ χρόνον; 319.2–3: ἀπέλυσε Θεόφιλος Εὐαμέρου τᾶς [πα]ραμονᾶς Νικῶ, ἐφ’ ὧτε ἐλευθέραν εἶμεν ἀπὸ πάντων τὸν πάντα χρόνον.

⁵¹ *FD* III.3 313.9–11: εἰ δὲ τι θέλοι τῶν προγεγραμμένων σωματῶν τάχιον [ἀπο]λελύσθαι τᾶς παραμονᾶς, δότω τᾶς ἀπολύσιος ὃ κα διαπίσει παραχρήμα, καὶ τᾶς παραμονᾶς ἀπολελυμένον ἔστω, ὡς εἰ καὶ | μετὰ τὸν θάνατον ἀπολύοιτο τᾶς δεδωκούσας τὰν παραμονᾶν.

⁵² E.g., *FD* III.3 340.5–9: καὶ ἔστω Τρυφέρα | ἀπὸ τούτου τοῦ χρόνου ἐλευ|θέρα καὶ ἀνέφαπτος ἀπὸ πάντων τὸν πάντα χρόνον, καὶ μηθε|νὶ μηθὲν ποθήκουσα; III.3 341.5–6; III.3 354.4; *SGDI* II 2327.9–10.

⁵³ *FD* III.3 336.17–23: ἐπει δὲ κά τι | ἀνθρώπινον γενηθῆ| περι Μενεκρά|τειαν, ἀπὸ [τούτ]ου τοῦ χρόνου ἐλ[εῦ]|θερος ἔστω Ζώπυρος καὶ μηθε[νὶ] | μηδὲ ἔν ποθήκων καὶ ἐξουσίαν ἐ[χέ]τ|ω ποιῶν ὃ κα θέλη καὶ ἀποτρέχων [ἄ] | κα θέλη.

Sostrata's former owners wished to sell "owing to need."⁵⁴ If Sostrata's offspring were sellable they were slaves, and if they were slaves, then their mother was too. Some children are to be "free and untouchable according as also [their mothers]" are,⁵⁵ or free "as has been written above,"⁵⁶ i.e., concerning the mother. In other words, both mother and child were to be free after service. One record of sale required a remainder to produce and remand one or two children and barred her from rearing any offspring of her own.⁵⁷ Often a woman performing *paramone* was required to provide a baby to the former owner whom she served.⁵⁸ Such deprivation is the slave's lot. Kleomantis sold Eisias on condition of freedom; she was to remain for the duration of his life, "doing" as we saw above, "all that is ordered, as a slave," and then to be free (*FD* III.3 329). But Kleomantis later released from *paramone* Eisias and "the son who had been born to her in *paramone*, Nikostratos, whom [he] also renamed 'Kleomantis' upon adoption, so that they may be free."⁵⁹ If *they* were released from *paramone* so that *they* might be free, then Nikomachos was not

⁵⁴ *FD* III.6 39.8–10: ὅσα δέ κα γεν<v>ῆ Σωστράτα ἐν τῷ τὰς παραμονᾶς χρόνῳ ἔστω|σαν ἐλεύθερα παραμείναντα ἡμῖν, ἐκτὸς ἐὰν μὴ τι θέλωντι Ἀριστίων | καὶ Εἰσιάς πωλῆσαι πρὸς ἔνδειαν. Hopkins 1981: 156: "In extreme cases, the master specified that although the children of his ex-slave were formally free, he reserved the right to sell them if the need arose (*FD* 3.6.39)." But the Greek is explicit that offspring were to be free "after they remained," and so slaves until then.

⁵⁵ *SGDI* II 1798.15–20: ὁμοίως δὲ καὶ εἰ | γε[ν]εᾶν ποιήσαιτο Δαμαρχίς Θεωδώρας βιού|σας καὶ μένουσα παρὰ Θεωδώραν, ἐλευθέρᾳ ἔστ[ω] | καὶ ἀνεφαπτος ἂ γε[ν]εᾶ καθὼς καὶ Δαμαρχίς | ἀπὸ πάντων τὸμ πάντα βίον, εἴτε καὶ ἐν γένοιτο αὐ|ταῖ εἴτε καὶ πλείονα παιδάρια; 2136.11–16: εἰ δὲ μὴ [ὑ]πηρετῆι Ἀφροδισία, κυ|ρρία ἔστω Ἐρυμάνδρα ἐ[πι]τ[ι]μίουσα τρόπῳ | ὧ κα θέλη, εἰ δὲ γεν[ε]ᾶ γένοιτο Ἀφροδισίας | ὑπηρετεούσας Ἀφ[ρο]δισίας Ἐρυμάνδρα, | [ἐλεύ]θεραι ἔστ[ω]ν καθὼς καὶ Ἀφροδισία.

⁵⁶ *SGDI* II 2225.31–33: εἰ δὲ γένοιτο γένεαι Ζωΐδος, ζώντος Πιθολάου καὶ Ἡραΐδος, | ἐλεύθεραι ἐόντων αἱ γένεαι καὶ ἀνεφαπτοι ἀπὸ πάντων τὸν πάντα χρό|νον καθὼς ἐπάνω γέγραπται.

⁵⁷ *FD* III.6 53.6–8: δότω δὲ Ὀνασίφορον {Διονυσ} | Εὐφροσύνη, τῷ υἱῷ αὐτῶν, παιδίον ἐτῶν τριῶν ἢ δεινάρια ἑκατόν, ἕτερον δὲ παιδίον ἐν τῷ τῆς [παρ]αμονῆς χρόνῳ. μὴ ἐξέστω αὐτῇ θρέψαι ἐξ α<v>τῆς κατὰ μηδένα | τρόπον.

⁵⁸ E.g., *FD* III.3 332.13–14: δότω δὲ Τρύφαινα Στάκτη ἀργυρίου μνάς δύο ἢ ἐνι|αῖσιον βρέφος; III.6 36.13; 38.9–11; 43.11–12.

⁵⁹ *FD* III.3 333.1–3: Κλεόμαντις Δίνωνος | ἀπέλυσε τὰς παραμονᾶς Εἰσιάδα τὰν ἰδίαν θρεπτάν, καὶ ἀπέχω τὸ ἐν τῇ παραμονᾷ καταγεγραμμένον χρῆμα, | καὶ τὸν γεγεννημένον ἐν τῇ παραμονᾷ ἐξ αὐτᾶς υἱὸν Νικόστρατον, ὃν καὶ μετωνόμασα θέσει Κλεόμαντιν, ὅπως ἔωνται ἐλεύθεροι.

born free. A child born under its mother's *paramone* was, like its mother, a slave; its servitude might have been limited by the term of its mother's but was nonetheless the default reality at birth.

Now, in several cases it is specified without additional qualification that children born in their mother's time of *paramone* are to be free and belong to no one (e.g., *FD III.3* 280.7–9):⁶⁰

ἐπεὶ δὲ κά τι ἀνθρώπινον γένηται περὶ Ἀθηναῖδα, ἐλευθέρᾳ ἔστω Εὐαμε-
ρις καὶ μηθὲνι μηθὲν ποθήκουσα. εἰ δὲ τινα ἔγγονα γενηθεῖη ἐξ Εὐαμερίου ἐν τῷ
τᾷ παραμονᾷ χρόνῳ, ἐλευθέρᾳ ἔστω καὶ μηθὲνι μηθὲν ποθήκοντα.

Whenever something mortal happens to Athenais, Euameris shall be free and belong to no one; and if any offspring should be born to Euameris in the time of her *paramone*, they shall be free and belong to no one.

This has suggested to some that all children born to mothers who were performing *paramone* were born free.⁶¹ On this view “they shall be free” means “they shall be *born* free.” Now these texts are sometimes loose and elliptical, as we shall see, but not one stipulates freedom upon birth. On the other hand, we have seen already that several sales reveal that children born in *paramone* entered the world as slaves and were to be freed on the same terms as their mothers. This, I urge, was the implicit condition of sales that stipulated simply that children born in *paramone* were to be free. The default logic was that where a slave was to be free upon the death of her former master (or whatever the specified trigger), any child born to her in service was to be free at that time as well. This posits an ellipsis, it must be said, but one for which explicit parallels are available, as we have seen. Similar ellipses are attested. Any child born to Theoxena while she was serving was to be free, but the record of her sale does not state that she herself was to be free upon completion of service!⁶² The record of Sosikrates' sale does not specify “on condition that he be

⁶⁰ For other examples see, e.g., *FD III.3* 296.7–13; 303.13–14; 307.10–11; 318.10–13; *III.4* 496.28–31; *III.6* 13.38–43; 43.10–11. Referring to such sales, and contrasting them with *SGDI II* 1798, Samuel 1965: 280–81 concludes, “Later, clauses providing for the freedom of any children born to women who have been manumitted but remain in obligation differ from this in some respects; it is well to note that the later clauses do not use the expression καθὼς καὶ δέινα, and we can conclude from this that the term as applied to the children does not mean that they are in obligation as their mothers, but rather that they are free as are their mothers.”

⁶¹ Samuel 1965: 280–81.

⁶² *FD III.3* 439.6–7: εἰ δὲ τι ἔγγον<ον> [γέ]νοιτο ἐκ Θεοξένας ἐν τῷ τᾷ[ς] παραμονᾷ χρόνῳ, ἐλεύθερον ἔστω καὶ μηθὲνι μηθὲν ποθή[κ]ων. It is unfortunate that we cannot make

free.”⁶³ For a transaction that was conducted with such frequency and within such well-known parameters, some omissions were probably unproblematic. Thus, it was sometimes said that children born in service were to be free on the same conditions that applied to their mothers, but it did not need to be.⁶⁴ The only thing that *had* to be stated was that they were to be free at all (if that was the intent), for they were born slaves and, barring stipulation to the contrary, would remain so.⁶⁵ Mothers performing *paramone* were slaves and their children born in that period were too.

out the conditions that another sale appears to have applied to such children: *FD* III.3 307.8–10: εἰ δὲ τίνα γένοιτο ἐκ Ῥοψει[ίας τέκ]να ἐν τῷ τὰς παραμονᾶς χρόν[ω], ἔστωσαν ἐλεύθερα [καὶ] μηδενὶ μηδὲν [πο]θήκον|[τ]α κατὰ μηδένα τρόπ[ον]. εἰ δὲ καὶ τι γένηται περὶ Νίκωνα ἀνθρώπινον, ἔ[στω] Ῥόψεια ἐλευθέρη καὶ μηδε[νὶ] μηδὲν ποθή[κουσα κατὰ μηδένα] τρόπον, τὰ δὲ ἐγ’ Ῥοψείας [.....]νος τέκνα γινόμενα ἐν τῷ | [τὰς παραμ]ονᾶς χρόνον I[-³⁻⁴-].[⁴⁻⁵-]αι ὀνομάτων ὑπαρχόντων Γ[-⁸⁻⁹-]Α [-⁵⁻⁶-]ατατηνα.

⁶³ *SGDI* II 1721.

⁶⁴ *SGDI* III 2171.16–21 is important in this context: εἰ δὲ τι γένοιτο ἐγ’ Διοκλέας | τέκνον ἐν τῷ τὰς παραμονᾶς χρόνῳ, εἰ καὶ μὲν θέλῃ ἀποπνεῖξαι Διόκλεια ἐξουσίαν ἔχέτω, εἰ δὲ θέλοι | τρέφειν, ἔστω τὸ τρεφόμενον ἐλεύθερον· εἰ καὶ μὴ | αὐτὸ θέλῃ, πωλήσει δὲ τὸ γενηθέν, μὴ ἔχέτω ἐξουσίαν | Διόκλεια μηδὲ ἄλλος μηθεὶς (“If a child should be born from Dioklea in the time of her *paramone*, then if Dioklea wishes to strangle it to death, she shall have the power, but if she should wish to rear it, then the reared child shall be free. But if she does not want it, but [wants] to sell that which has been born, then Dioklea shall not have the power, and neither shall anyone else”). Permission to kill was not incompatible with mother’s and child’s slave status. The fate of such children lay in the hands of their owner. Dioklea was also permitted to keep and rear the child, as several other Delphic slaves were. Here, as in those other cases, I suggest that the child was “to be free” on the same terms as its mother. But she could not sell unwanted offspring, which was unfree and unowned by her. The injunction against sale by anyone else is curious. However it is to be explained, it could be written into the contract because sale might otherwise be possible, and sale was possible because mother and child were slaves. Tucker 1982: 235–36 suggested that the injunction against sale was meant to prevent Dioklea from acquiring sufficient funds with which to purchase early release from *paramone*. But this assumes that a slave who had saved sufficient funds could compel a former master to release him/her from service, which is not plausible. At [Dem.] 59.30–32, Eukrates and Timanoridas were willing to free their slave Neaira, but not to sell her to others.

⁶⁵ Samuel 1965: 281–82: “We have seen from these documents that there is not one which states that a child born to a freedwoman is to be a slave. All the documents specify that any such child is to be free, most of the manumissions which state that propose no restrictions, and the only restriction found, and that in only two manumissions, is that the child is to be in obligation and may be sold. The insistence that the child be free is carried so far in one case to the point that even the mother may not sell it.” But not one of them states that such children were born to *freedwomen*. Those sales that do address

Several joint manumissions are similarly elliptical and consistent with *paramone* performed in servitude. Aristodamos sold Gorgo and her son Nikoboulos on condition that the boy remain two years and then be free. The record of sale does not speak of Gorgo's freedom at all. She was to be freed promptly after sale and her son "once [he] has remained for the specified time."⁶⁶ Nikomachos and Neiko sold Zopyra and her three children on condition of freedom, stipulating that the children remain in service to the sellers' son Dionysios for as long as he lived.⁶⁷ The record of sale does not stipulate that any of them "shall be free" (ἔστω, ἔστωσαν); all were sold "on condition of freedom" (ἐπ' ἐλευθερίᾳ) and "on condition that they be free" (ἐφ' ὧτε ἐλεύθεροι εἴμεν), phrases that did not by themselves produce liberty. Eunomia sold Isargyron and her son Lykiskos with the stipulation that the mother remain for the duration of Eunomia's life; Lykiskos on the other hand "shall not remain, but shall be free" (μὴ παραμεινάτω Εὐνομία, ἀλλὰ ἔστω ἐλεύθ[ερος]).⁶⁸ The sale is not said to have been made "on condition of freedom" and neither does the record state that Isargyron "shall be free;" so much could be assumed. But the text does explicitly frame "not remaining" and "being free" as a pair,⁶⁹ inviting the inference that "remaining" and "being unfree" were as well.

Even after manumission, slaves were on occasion subject to various intrusions. Histio was required to remain by her former owner Philon so long as he lived; she was to be free upon his death but "shall be unable to settle anywhere other than in Delphi. And she shall crown the image of Philon, monthly on the first and seventh, with a crown of plaited laurel."⁷⁰ Timo sold a young

such children tend to stipulate that they are to be free, whereas those that do not needed no expressed provision, if my argument is accepted, for it was well enough known that slave mothers produced slave offspring.

⁶⁶ *SGDI* II 1984.6–8: παραμεινάτω δὲ Νικόβουλος παρ Ἀριστόδαμον ἔτεια δύο μετὰ | τὰν Πασίνου ἀρχάν· ἐπεὶ δὲ κα παραμείνη Νικόβουλος τὸν γεγραμμένον | χρόνον, ἐλεύθερος ἔστω.

⁶⁷ *FD* III.6 6.

⁶⁸ *FD* III.3 413.10.

⁶⁹ See also *FD* III.6 51.18–20: [ε]ἰ δὲ Νεικομήδης ἢ Ἀντίων ἢ Φίλων Σωτίμας μεταλ<λ>αξάσας | θέλοισαν ἐλεύθεροι εἴμεν καὶ μὴ παρα<μ>ένειν> Εὐτελεία, ὁ θέλων α[ὐ]τῶν ἀ[π]οτεισάτω Εὐτελέα ἀργυρίου | μνάς τρεῖς.

⁷⁰ *SGDI* II 2085.2–5: παραμεινάτω δὲ Ἰστιῶ παρὰ Φίλωνα μέχρι κα ζῶη Φίλων | ποέουσα πᾶν τὸ ποιτασόμενον τὸ δυνατόν· εἰ δὲ κα μὴ ποιῆ Ἰστιῶ ἢ μὴ παραμείνη, ἐξέστω Φίλωνι ὃ κα θέλη ποε<ι>ν· εἰ δὲ τί κα πάθη Φίλων, ἐλευθερά ἔστω | Ἰστιῶ καὶ ἀνέφαπτος οὖσα ἀπὸ πάντων, κυριεύουσα αὐσωτᾶς, καθὼς ἐπίστευσε τῷ θεῷ τὰν ὀνάν. μὴ ἐξέστω δὲ Ἰστιῶ ἀλλαχὰ κατοικε<ι>ν, ἀλλ' ἢ ἐν Δελφο[ῖ]ς, | στεφανούτω δὲ κατὰ μῆνα νομηνία

slave named Meda without *paramone* but on condition that, upon maturity, she maintain her biological parents—presumably Timo’s slaves at the time of their daughter’s sale—“whether they should be slaves or have become free.”⁷¹ In a most striking example, Epicharidas of Lilaia sold a slave named Asia “on condition that she be free, provided that she live in Lilaia.”⁷² Asia was to be manumitted directly after sale. The record does not stipulate *paramone*. If anyone should lay hands on her she is to enjoy the usual protections, but strings were attached: “Asia shall not reside outside Lilaia nor take up citizenship without Epicharidas’s approval. If she does (so) reside or take up citizenship, then her purchase shall be invalid and incomplete. And likewise Asia shall not alienate (anything) if she gets any additional work from Epicharidas or his heirs, in any manner. And if she should alienate (anything) in any manner, her purchase shall be invalid, according as also written above. Whenever Asia dies all of her property shall belong to Epicharidas or his heirs.”⁷³ These women—and Asia most of all—were freed into a life with constraints.⁷⁴ But

καὶ ἐβδόμα τὴν Φίλωνος εἰκόνα δαφνίνῳ στεφάνῳ πλεκτῶι. *SGDI* II 1807, dated to the same period, presents a nearly identical text, its chief difference being that, while it does require crowning, it does not confine her to residence at Delphi. For funeral and memorial obligations, see Darmezin 1999: 216–18.

⁷¹ *SGDI* II 1708.12–22: τρε|φέτω δὲ Μήδα Σωσίβιον τὸν ἴδιον πατέ|ρ]α καὶ τὰμ ματέρα Σωσῶ καὶ εὐσχημον|νίζέτω, ἐπεὶ κα ἐν ἀλικίαν ἔλθη, εἰ χρεῖαν ἔ|χοισαν Σωσίβιος ἢ Σωσῶ τροφᾶς ἢ εὐσχημον|ισμοῦ, εἴτε δουλεύοντες εἴεν εἴτε ἐλεύθεροι | γεγονότες· εἰ δὲ μὴ τρέφοι ἢ μὴ εὐσχημον|ίζοι Μήδα | Σωσίβιον ἢ Σωσῶ χρεῖαν ἔχοντας, ἐξουσία ἔστω | Σωσίβιῳ καὶ Σωσοὶ κολάζειν Μήδαν ὡ[ι] θέλωιν | τρόπωι, καὶ ἄ[λλ]ῳ ὑπὲρ Σωσίβιον ἢ Σωσῶ ὄγ κα κε|λεύη Σωσίβιος ἢ Σωσῶ.

⁷² *SGDI* II 1718.4–5: ἐφ’ ὅτε ἐλευθέραν | εἴμεν οἰκέουσαν [ἐ]ν Λιλαίαι {αι}.

⁷³ *SGDI* III 1718.10–15: μὴ οἰκησάτω δὲ Ἀσία ἔξω | Λιλαίας μηδὲ πολιτευσάτω ἄνευ τᾶς Ἐπιχαρίδα γνώμας· εἰ δὲ οἰκήσαι ἢ πολιτεύσαιτο, ἄκ[υρ]ος αὐτᾶς | ἔστω ἂ ὠνά καὶ ἀτελής. ὡσα[ύτω]ς δὲ μηδὲ ἀπαλλοτριωσάτω Ἀσία [εἴ] τί κα ἐπεργάζεται ἀπὸ Ἐπιχα|ρίδα ἢ τῶν ἐπινόμων αὐτοῦ κατὰ μηδὲνα τρόπον· εἰ δὲ ἀπαλλοτριωοῖη {δε} καθ’ ὅποιον τρόπον, ἄκυρος αὐτᾶς ἂ ὠνά ἔστω, καθὼς καὶ ἐπάνω γέγραπται. ἐπεὶ δὲ κα τελευταίη Ἀσία, τὰ ὑπάρχον[τα] αὐτᾶς πάντα ἔστων Ἐπιχαρίδα ἢ τῶν ἐπινόμων αὐτοῦ.

⁷⁴ Constraints, whether socioeconomic or contractual, and slavery are not the same thing, and statements such as we find at Ath. 6.93 are not jurisprudence: διαφέρειν δὲ φησι Χρῦσιππος δούλον οἰκέτου γράφων ἐν δευτέρῳ περὶ ὁμοιοῦς διὰ τὸ τοὺς ἀπελευθέρους μὲν δούλους ἔτι εἶναι, οἰκέτας δὲ τοὺς μὴ τῆς κτήσεως ἀφεμμένους. ‘ὁ γὰρ οἰκέτης, φησί, δούλος ἐστὶ κτήσει κατατεταγμένος’ (“Writing in the second book of *On Concord*, Chryssippos says that a *doulos* differs from an *oiketēs*, on account of the fact that freedmen are still *douloi*, while those who have not been released from ownership are *oiketai*. ‘For the *oiketēs*,’ he says, ‘is a *doulos* designated by ownership’ [i.e., placed in the category of property].”

such invasive terms were extraordinary stipulations of particular manumissions, not generic requirements imposed on all. They were not the norm. Manumitters could require what they would. As we shall see, Neaira was freed on condition that she not work in Corinth, a constraint that in no way diminished her legal freedom.⁷⁵ Histio, Meda, and Asia were to enjoy freedom that was less than ideal but it was not less than full. Delphic law permitted a manumitter to impose harsh constraints on his or her manumittee, but the vehicle for such was not *paramone*, which was performed in servitude. And as far as the Delphic sales show, it was only a very small minority of manumissions that so severely constrained freedmen. The limitations imposed on Asia were exceptional. And yet, even her case shows that the freedman's freedom was full: if the only barrier to her seeking citizenship was Epicharidas's approval, then she cannot have been anything less than legally free.

Slaves who remained were required to do as ordered, and the consequences of disobedience could be severe: sales generally gave wide latitude to former owners in the meting out of punishment. A few, however, stipulated that a former owner's charges against unruly remainers were to be settled by binding arbitration. For example, Sosias sold Nikaia and her son Isthmos, who were to remain by Sosias, doing all that they were asked. "But if Nikaia and Isthmos should not do so, then the purchase shall not be guaranteed for them, but shall be invalid. And if Sosias should accuse Nikaia or Isthmos of anything, they shall be adjudicated by three men. Whatever these men rule shall be binding."⁷⁶ This

⁷⁵ Dionysia sold four slaves, two male and two female, on condition that the two females remain and work "from the body," which is thought to be a euphemism for prostitution (Kamen 2014b: 150–51): *FD* III.2 169.19–25: [π]αραμ<ε>ινά[τωσαν δὲ ἄνδρων καὶ Θ[εόπομπος καὶ] Ἀφροδισία καὶ Ἐ[ὕη]μερ[ία] | παρὰ Διονυσίαν ἄχρι κ[α]ζὼη Διονυσία· | ποιούντων δὲ πᾶν τὸ ποτ[ιτασόμενον] | ἀνεγκλήτως· Ἀφροδισία δὲ [καὶ Ἐὕμερία] | καὶ ἀπὸ τοῦ σώματος καὶ ἄλλω ὅτινι τρόπῳ] | ἐργαζέστων Διονυσία. Kamen 2014b: 150 notes that "it seems probable that the condition of Aphrodisia's and Euemeria's (relative) freedom is that they provide sexual labor for their former master Dionysia, presumably labor begun while they were still slaves." The two women, however, were not semi-free individuals compelled to work as prostitutes, but simply slaves, at least until their former master died. If any of them should disobey during *paramone*, Kamen 2014b: 151 translates, "let Dionysia be (their) master (κυ|ρία), punishing the (male)" But the Greek does not speak of any such reversion; it simply specifies that "Dionysia shall have the authority to punish": 27–28: κυ|ρία ἔστω Διονυσία κολάζου[σα]; as in *FD* III.2 242.9, III.3 45.13–14 and many other cases. That work "from the body" included many forms of labor, not necessarily or exclusively prostitution: Kennedy 2014: 124–25.

⁷⁶ *SGDI* II 1689.7–9: εἰ δὲ μὴ ποιέειν Νικαία καὶ Ἰσθμός, μὴ | ἔστω βέβαιος αὐτοῖς ἁ ὠνά, ἀλλὰ ἄκυρος ἔστω. εἰ δὲ τι ἐγκαλέει Σωσίας Νικαία ἢ Ἰσθμῶ, ἐπικρι|θέντω ἐν ἄνδροις

fact is sometimes adduced to show that those who remained must have been free.⁷⁷ But such adjudication was exceptional, a rare gesture of kindness. The Delphic corpus does show a few others: punitive resale was often barred;⁷⁸ one sale allowed punishment with “harmless blows” (πλαγαῖς ἀσινείας);⁷⁹ a few slaves were sold “for free” (δωρεάν);⁸⁰ two former owners were permitted to punish a remaining slave “in whatever manner s/he wishes, as a free woman” (ὡς ἐλευθέρα).⁸¹ But these exceptions stand in bleak contrast to the hundreds of cases in which former owners were permitted to punish disobedient remainers “however they wish,”⁸² which sometimes *explicitly* included whipping and binding.⁸³ If the five slaves whom Sotima and Polytimidas sold did not

τρίοις· ὅ τι δέ κα οὔτοι κρίνωντι, κύριον ἔστω. Similarly, *SGDI* II 1694.8–10, 1696.9–11, 1832.6–10, 1858.6–7, 1874.15–18, 1971.12–18, 2049.14–16, 2072.23–25.

⁷⁷ E.g., *IJG* II pp. 275–76. Hopkins 1981: 154: “This provision implicitly recognised a measure of equality between master and freed slave.”

⁷⁸ E.g., *FD* III.3 27.16–18: ἐξουσίαν ἐχέ|τω Μιθριδάτης ἐπιτιμῆν Γλαυκίαν τρόπῳ ὧ κα αὐτὸς θέλη πλάν μῆ | πωλεῖν; III.3 32.8–9; III.3 174.12–13, and many other examples.

⁷⁹ *SGDI* II 2261.13–15: εἰ δὲ μὴ θέλοι παρα|μεῖναι Σκύλλα παρὰ Εὐκλείδαν, καθὼς γέγραπται, κύριος ἔστω Εὐ|κλείδαν ἐπιτιμέων Σκύλλαι καὶ μαστιγῶν πλαγαῖς ἀσινείας. Another allowed a former owner to punish “however he wishes,” but specifically names “intimidation” (φοβίζοντες), which is difficult to interpret in the light of the other allowed possibilities: *FD* III.2 129.8–10: <ε>| δὲ μὴ παραμείνῃ ἢ μὴ ποιῆ, ἐξουσία, ἐχέτω Ἄγων καὶ | [Ζωῖλαν, ἐπι|]μέοντες Ἄγων καὶ Ζωῖλα, καὶ φοβίζοντες, καὶ διδέντες τ<ρ>ὀπωι <ῶ>| κα | [θέλωντι. Did this mean to allow/encourage verbal threats and shackling, over blows?

⁸⁰ E.g., *FD* III.3 45.2–5: ἃ | πῆδοτο Εὐφροσύνα - -] | [.κλέος Θηβαία, συνευαρεστεύσ[α] καὶ τὰς θυγατέρος(?) | αὐ] τὰς Εὐνοίας, τῷ Ἀπόλλωνι τῷ Πυθίῳ | τὰν ἰδίαν θρεπτὰν Ἀφροδεισίαν δωρεάν; III.3 364.2–4: ἀπέ[δοτο Πατροφιλα - -] | Μακέτα τῷ Ἀπόλλωνι τῷ Πυθίῳ ἐπ’ ἐλευ[θερία κοράσιον ἃ ὄνομα] | Δημοστράταν δωρεάν. Sometimes attributed to “affection,” e.g., Tucker 1982: 227.

⁸¹ The phrase is a striking outlier, appearing but twice: *SGDI* II 1714.8–9: εἰ δὲ μὴ πειθαρχεῖ Σωφρόνα, κύριος ἔστω Δρόμων ἐπι|τιμέων Σωφρόνα τρόπῳ ὧ θέλοι ὡς ἐλευθέραι; 2269.15–17: εἰ δὲ μὴ | πειθαρχοῖ Καλλῶ, κυρία ἔστω Πολύα ἐπιτιμέουσα Καλλοῖ | τρόπῳ οἱ θέλοι ὡς ἐλευθέραι. Dareste, Haussoulier, and Reinach, *IJG* II p.275–76, took this as indication that all who performed *paramone* were free.

⁸² E.g., *FD* III.3 20.11–13: εἰ δέ | κα μὴ ποιέωντι τὸ ποτιτασσόμενον, κύριοι ἐόντων ἐπιτιμέων|τες τρόπῳ ὧ κα αὐτοὶ θέλωντι.

⁸³ E.g., *FD* III.3 351.10–11: ἐξουσίαν ἐχέτω Ἀσκληπῶ μαστιγοῦσα Σωτηρῆν καὶ ἐπι|τιμέουσα αὐτῆι; III.2 223+224.I.11; III.3 174.11–13: ἐ[ξουσίαν] | ἐχέτωσ[α]ν ἐπιτιμέουσαι Ὀνασιφόρῳ τρόπῳ ὧ | κα θέ[λωντι] | καὶ μαστιγοῦ[σα] καὶ διδέουσαι πλάν μῆ πωλέουσα[ι]; III.2 131.5–6: ἐξουσίαν ἐχέτω Εἰράνα ἐπιτιμέουσα καὶ ψοφεύσασα καὶ δ[ιδέ] | ουσ[α] τρόπῳ | ὧ κα θέλη; also *FD* III.4 486.B.4. In very few cases even punitive resale was permitted: *FD* III.3 329.6–7: ἐξουσίαν ἐχέτω Κλεόμαντις ἐπιτιμέων τρόπ[ω] ὧ | κα θέλη καὶ ψο|φῶν καὶ διδέ[ων] καὶ πωλέων; also III.3 337.3–4. Money realized from

do as ordered, “Sotima and Polytimidas are to have the authority to punish them as slaves” (ἐπιτιμόντες ὡς δούλοις).⁸⁴ To punish a person “however one wishes” and “as a slave” are two expressions of the same power. Now, it is easy to credit that a small minority of owners were willing to submit grievances against slaves, who had been promised eventual manumission, to arbitration, just as an equally tiny minority was agreeable to other similarly optional acts of human kindness. But the consensus interpretation posits a juridical paradox under which hundreds of sales submitted free men and women to the kind of unchecked, discretionary, physical violation and deprivation that is a hallmark of slavery, and generally unavailable for use against the free. That paradox vanishes if at Delphi *paramone* was a condition to which slaves were liable and which manumission did not precede but followed.

Whether a slave was required, upon completion of *paramone*, to visit the sanctuary of Apollo in order to be manumitted, we do not know. For, as we have seen, manumission itself is not treated in the Delphic texts. But at Delphi one could set a slave free (ἀφίητι) on condition of her having remained (παραμείνασαν) for the duration of one’s life. In such cases the words were spoken in the manumittor’s lifetime and took effect thereafter. It is possible, therefore, that at Delphi the formal utterance could have been performed either after completion of *paramone*—simply, ἀφίητι ἐλευθέραν—or promptly following transaction of the sale, with some version of the formula ἀφίητι ἐλευθέραν ... παραμείνασαν. In case of the latter, perhaps the completion of service simply rendered those words fully executed and no further action was required of the god or his agents. But whatever the procedure, the sale itself did not make a slave free and *paramone* was carried out in a condition of legal servitude.

The consensus view of the Delphic mechanism posits (1) that the sale itself freed the slave promptly upon execution, which is not what the Greek says; (2) that, in an apparent “paradox,” *paramone* reduced the freedom just conferred to a conditional half-state, rather than simply preceding it, which is what the syntax and numerous passages show; (3) that upon the former master’s death the half-free freedman is thenceforth to be *really* free; (4) that

such sale must have gone to the former owner: punishment resulted from failure on the part of the god’s slave, whose use the former master enjoyed under agreement with the god.

⁸⁴ *FD* III.6 51.10–11: κν<ρί>α ἔστω Σωτίμα | [κ]αί Πολυτιμίδας ἐπιτιμόντες ὡς δούλοις. The right to punish had to be made explicit, since the slaves were the property of Apollo; former masters were granted the right to punish slaves who remained as if they were still *their own* slaves, not “as if they were slaves.”

lawful and binding contracts used the same word, *eleutheros*, to mean both “free but not really free” and “fully and legally free,” and did not disambiguate the two; (5) that all of this was enshrined in a transaction that looks in every way like a proper sale, but which we know to have been fictive. To reveal the profound scope of interpolation that this entails, let us imagine that my son has been asking for a tablet computer. My wife and I tell him, “We’ve bought a tablet, on condition that you use it for reading. But first you must be well behaved till your birthday. Then, you may use it for reading.” He knows that we have purchased the tablet; that he must be well behaved between now and his birthday; that he will then get the tablet, to use for reading. To interpret this the way the Delphic sales have been understood we must assume (1) that we meant “We’ve bought *and have now given you* a tablet”; (2) that we did not mean to specify “first”; (3) that between now and his birthday he may half-use the tablet but that upon his next birthday he may *really* use it; (4) that the same phrase “use it for reading” denotes both half-use and full use; and (5) that while I am calling this a gift, it is really a loan! Like this: “We’ve bought <and have now “given” you> a tablet, <for the purpose of using it now> for reading. But {first} you must be well behaved till your birthday (*sc.* while you are sort-of using it). Then, you may <*really*> use it for reading.” But such heavy intervention is unnecessary, for a more straightforward, literal interpretation is available.

The Delphic “manumission inscriptions” are records of sale. Sale was the vehicle for manumission, but that does not make it a fiction. The god bought the slaves, and subsequently freed them. The contracts specified the terms of sale, including manumission, whether enacted promptly, where there was to be no *paramone*, or triggered by a future event, where there was. *Paramone* was carried out in a state of full and unambiguous legal servitude. The transactions did not create individuals who were half-free, both free and slave, or any other juridical chimera. The god’s slaves were compelled under threat of brutality, as slaves were, to perform certain service, upon completion of whose terms they were to be made free; and not just free, but so free that *anyone* was to have authority to rescue them without fear of legal action or penalty. That was as complete and final a protection of freedom as Greek legal thinking knew how to construct. At Delphi—at least insofar as these sales tell us—a person was either free or slave.

PRACTICE ELSEWHERE

Consensus holds that other Greek polities were also juridically cognizant of a category of persons who were legally free, under no judicial or military

sanction, and yet remanded to a slave-like state in which their movements were controlled, their bodies subject to violent invasion, and their freedom at risk of liquidation on the open market. But the binary construction of legal status that we see at Delphi appears to have been the norm elsewhere as well.

Boiotian epigraphy has preserved well over one hundred dedications of slaves, which appear also to have been made on condition of manumission.⁸⁵ Alienation to the god was achieved through dedication rather than sale, but with the same end in view: freedom. The Boiotian dedications do not mention freedom as a condition and, like the Delphic sales, do not speak explicitly of manumission. But the widespread scholarly assumption is that the dedication somehow entailed conversion to freedom. This was no contradiction. Some twenty or so Delphic sales indicate that when the former owner has died the slave is to become at once “the god’s” and “free,” which can only mean that the slave was the god’s concern if not his property.⁸⁶ At Bouthrotos freedmen were said to be “freed and dedicated as sacred” to the god.⁸⁷ At Naupaktos, when his former master died, Philetairos, who had been sold to Athena, was “to be sacred, untouchable, and free.”⁸⁸ To be dedicated was to be the god’s, was to be sacred, was, in this context, to be legally free and under a deity’s protection.⁸⁹ Many dedications stipulated *paramone* (e.g., *IG VII 3314*):

Ἀρχεδάμω ἀρχῶ, μεινὸς Ὀμολῶϊω πεντεκαϊδεκάτη, Μηλῖς
Φιλήμονος ἀνατίθητι τῶς ριδίως δούλως Σῶτιμον κῆ Σωτη[ρί]-
χαν ἰαρώς τεῖ Σεράπι παραμείναντας αὐτῇ [ἀ]νεγκλείτως ἄς κ[α]
ζῶει, τὰν ἀνάθεσιν ποιουμένα διὰ τῷ συνεδ[ρίῳ] κατὰ τὸν νόμον.

⁸⁵ Darmezin 1999.

⁸⁶ E.g., *SGDI II 2049.6–8*: ἐπεὶ δὲ κά τι πάθωντι Λάαινα | καὶ Ἀριστόμαχος, τοῦ θεοῦ ἔστω Σάτυρος κυριεύων αὐτοσαυτοῦ, ἐλεύθερος ὦν καὶ | ἀνέφαπτος τὸν πάντα χρόνον, καθὼς ἐπίστευσε τῷ θεῷ τὰν ὠνάν.

⁸⁷ E.g., *I.Bouthrotos 14.4–6*: οἱ ἀφεωθέντες ἐλεύθεροι | καὶ ἀνατεθέντες ἱεροὶ τῷ | Ἀσκληπιῷ; 18.2–3, 21.1–2, 22.1–3; *I.Bouthrotos 35.2–4*: ἀφιέντι ἐλευθέραν | καὶ ἀνατίθεντι ἱεράν τῷ | Ἀσκληπιῷ, and many other instances.

⁸⁸ *IG IX.1².3 683.11*: ἱερὸς καὶ ἀνέφ<α>π<τ>ος καὶ ἐλεύθερος ἔστω Φιλέταιρος.

⁸⁹ Rädle 1969: 82: “τοῦ θεοῦ ist völlig gleichbedeutend mit ἐλεύθερος.” Cabanes 1998: 57 suggests that freedmen called ἱεροὶ were probably under no special requirement to serve the god; that against Darmezin 1999: 325–31. The dedications made at Leukopetra do appear to be qualitatively different; in that later body of material there is a better case to be made that such freedmen were servants to the god; see Ricl 2001. For an elaborate classification of manumission, including distinction between sacred and secular, see Calderini 1908: 94–95.

Zelnick-Abramovitz translates (2005: 90):

Melis daughter of Philemon consecrates her personal slaves Sotimon and Sotericha as sacred to Serapis, on condition that they remain with her as long as she lives, giving no reason for reproach, and she makes the consecration through the Council, according to the law.

This ignores the aorist participle, which we have seen already in the same use at Delphi, and which tells that Melis dedicates her slaves, “after they have remained” or “on condition of their having remained” (παραμείναντας). The dedication is declared in the timeless present tense but is not to take effect until the slaves have completed their service.⁹⁰ Sotimon and Sotericha, then, will not be the god’s, will not be free, until they have performed the required service. The Boiotian dedications that specify *paramone* always use the aorist participle. The dedication itself is in effect executory, pending fulfillment of the condition of *paramone*. Here, as with Delphic sales, the regular order was first service as a slave and then freedom.

Inscribed records of manumission show the same sequence. A Phokian text declares that “Soteridas son of Xenon, a Delphian, sets free (ἀφίητι ἐλευθέρους) Xenon and Paramonon, his own housebred slaves, after they have remained (παραμείναντας) with Soteridas for the full duration of his life, and he dedicates them to the god Asklepios in Stira.”⁹¹ Here too, dedication was not incompatible with liberty, but the very safeguard of it. And here

⁹⁰ See also, e.g., IG VII 3323: Ἀγαθο|κλήης Εὐάνδρου ἀνατίθησι τοὺς | ἰδίους δούλους Ζώσιμον καὶ | Ἑρμ<ω>να ἱεροὺς τοῦ Σεράπι|δος, παραμείναντας ἀνε|κλήτως ἐατῶ τε καὶ τῆ γυ|ναϊκί μου Βουκατία, τὴν ἀνά|θεσιν ποιούμενος διὰ τοῦ | συνεδρίου κατὰ τὸν νό|μον; 3303, 3315, 3348, 3358, and many other examples. Meyer 2008: 83, astutely: “Slave-dedications at Chaironeia only indirectly achieve the manumission of the slave. The slave is dedicated (ἀντίθει) by master or mistress (or both) and becomes a ἱαρός of the god, in which status such a slave can later be seen performing many actions of the free, like marrying, having children acknowledged as his own, and even dedicating his own slaves in Chaironeia’s sanctuaries. In some cases, a slave is dedicated along with an obligation to stay and serve the former master (*paramonē*), and occasional inscriptions make clear that the obligation to stay is fulfilled first, after which the slave becomes *hiaros* (SEG XXVIII 447): this in turn suggests that the dedication of the slave is, like *paramonē*, a legal obligation imposed at the time of manumission.” But the last inference, I urge, needs modification, inasmuch as *paramone* preceded manumission *per se*.

⁹¹ IG IX.1 39.2–4: Σωτηρίδας Ξένωνος Δελφὸς ἀφίητι ἐλευθέρους Ξένωνα καὶ Παράμο|νον τοὺς ἰδίους θρεπτοὺς, παραμείναντας Σωτηρίδα πᾶν τὸν τᾶς ζω[ᾶ]ς χρόνον, καὶ ἀνατί|θητι | αὐτοὺς τῷ θεῷ τῷ Ἀσσκλαπιῷ τῷ ἐν Στείρει. Also, e.g., IG IX.1 86.10, 126.3, 193.12.

too, manumission itself was executory, pending fulfillment of service. Such manumissions were effected “after service” at Mantinea, and in large numbers at Bouthrotos and Kalymna.⁹² A stele from the Kabeirion at Lemnian Hephaestia records numerous manumissions, two dozen of which stipulate *paramone*, all with the same formulaic order and syntax (e.g.): “Damas son of Demetrios, of Halimous, sets his own bred slave Eumenes free (ἀφίησι ἐλεύθερον), after he has remained (παραμείναν|τα) by him so long as he lives, to depart (ἀπιέναι) from the land wherever he wishes, belonging to no one at all.”⁹³ Liberty in these Lemnian manumissions is framed as freedom “to depart,” in independence; where these texts require *paramone* the aorist participle always splits the direct object from the exepexegetic infinitive, underscoring that a slave is to be “free—pending service—to leave.” Eutychos son of Kallikrates of Thespiai freed seven slaves “after they have remained” (παρα[μει]|νάντεσι). Upon completion of Eutychos’s life and the slaves’ service, Eritimos, Samichos, and Kallikrates (presumably relatives of Eutychos) were to “proclaim over his grave that Eutychos sets free (ἀφιέντα) these slaves in accordance with the stele in the Asklepieion.”⁹⁴ The proclamation was, in a

⁹² Mantinea: *IJG* II xxx 40.Π.6–11: Πιτύλος Πο|σειδίππου τὸν ἴδιον θρ|επτὸν Λυκολέοντα ἀφ|ῆκεν ἐλεύθερον παραμ|είναντα αὐτῷ τὸν τὰς ζ|ωᾶς χρόνον. Bouthrotos: E.g., *I.Bouthrotos* 168.6–12: ἀφῆκε ἐλευ|θέρας ἀνεφάπτους κατὰ τὸν | τῶν ἀτέκνων νόμον Λυσῶ Λυ|σανία Κοτυλαία Ἀφροδισίαν, Ἀριστονίκαν, Ἀριστοπάτραν, Ἐπικρά|[τ]εια|ν, παραμ|είναςας ἄχι οὐ κα ζῶι | Λυσῶ. See also, e.g., *I.Bouthrotos* 30.45, 38.5, 42.19, 47.14–15. Kalymna: E.g., *Tit.Cal.* 154.1–3: ἀφέθη [ἐλ]|ευθέρα Νικομήδεα ὑπὸ Διοκλεῦς καὶ Φιλαίων|ος, πα|ρραμίναςα Διοκλί μέχρι ζωᾶς εὐαρέστω; *Tit.Cal.* 163.5, 7, 164.5–6, 13, 166.4, 8, 199.6–7.

⁹³ *SEG* L 829.I.1–7: Δαμάς Δημη|τρίου Ἀλιμούσιος ἀφί|ησι ἐλεύθερον τὸν ἑαυτοῦ | θρεπτὸν Εὐμένην, παραμείναν|τα ἑαυτῷ ἕως ἂν ζῆ, | ἀπιέναι γῆς οὐ ἂ βούληται μηθὲν προσήκ|οντα. Without *paramone*, the manumissions state (e.g., *SEG* L 829.Π.1–6), Κλεόδαμος Ἀπολλοδώ|ρου Λαμπρεὺς ἀφί|ησιν ἐλεύθερον τὸν ἑατ<οῦ> οἰκ|έτην Διῆν, ἀπιέναι γῆς οἱ ἂν αὐ|τὸς βούληται μηθενὶ μηθὲν | προσήκοντα.

⁹⁴ *I.Thespiai* 214.3–25: Εὐτυχὸς Καλλικράτεος | [ἀφί|ε<ι>τι ἐλευθέρως Ἀγίαν, Ὀνά|σι]μον, Α[γ]εῖσιππον, Σέλευκον, Εὐρ[έ]αν, [Β]ουκατίαν, Σύραν· εἰμεν δὲ α[ὐ]τῶι τοῖς πανελευθερίαν παρα[μει]|νάντεσι εὐνόως ἀνε<ν>κλειτο[ις] | γενομένοις Εὐτύχοι ἄως [κ]α ζ[ῶει]· | ἐπὶ δὲ τί κα πάθει Εὐτυχὸς, παρακ[ατ]α|τίθεται οὐτα τὰ σώμα[τα] | ἐναντία τῷ Ἀσκλαπιῷ παρὰ | [Ε]πίτιμον κῆ Σάμιχον | [κ]ῆ Καλλικράτης Ἐπιτίμ[ω]· οὐτ[ω]ς | δ]ὲ προστατέμεν αὐτῶν κῆ [ἐπι]|μέλεσθαι [δ]πως βέβαια εἴη αὐτ[ο]ις ἃ ἐλευθερία καθὰ Εὐτυχὸς ἀπ[ι]έ|θει, ἐν τὸν ἅπαντα χρόνον· ἐπὶ | δὲ κα τελευτάσει Εὐτυχὸς ἀπ[ο]|καρυξάτω ἐπὶ τῷ μνάματος | Ἐπίτιμος κῆ Σάμιχος κῆ Καλλι|κράτης ἐλευθέρα [οὐτ]α τὰ σώ[μ]ατα ἀφιέντα Εὐτυχὸν κατ[ὰ] τ[ὴν] στάλαν τὰν ἐν Ἀσκλαπ[ιεῖ]οι. The graveside proclamation was in some sense like the reading of a will. The slaves will have known throughout their

sense, like the reading of a will in which a testator manumitted a slave,⁹⁵ with the *prostatai* performing the manumittor's words. Whether this was the case in law, or whether "the stele in the Asklepieion" or prior formal utterance by Eutychos himself was held to have effected the subsequent manumission, we do not know. But either way, one crucial fact is clear: first service, then freedom.

We see the same in three sales from Phokian Tithora. Nikaretos and Oinanthe sold a slave named Euphrosyna to Sarapis "on condition of freedom, on condition that she be free and untouchable after having remained (παρამείνασαν) by Nikaretos and Oinanthe for the duration of their lives."⁹⁶ Two others indicate that slaves have been sold to Sarapis on condition of freedom (ἐπ' ἐλευθερία) and stipulate that the slaves "will serve" their former owners (παρμεν<ε>ἰ) so long as the latter live, but are to be free "from the perspective of everyone else" (τοῖς λοιποῖς).⁹⁷ A sale from Amphissa permits the former masters, who sold the slave to Asklepios "on condition that she remain" (ὥστε παρα[μέ]νη) by them, to punish her as they like, but then stipulates that "for all other people (ποτὶ δὲ τοὺς λοιποὺς πάντας) [she] is to be free and untouchable."⁹⁸ These three sales are thought to show a kind of perspectival freedom, under which a person might be a slave from one point of view and free from another.⁹⁹ But one of the Phokian sales states that the two slaves who had been sold were to "remain slaving" (παρμεν<ε>ἰ ... δουλεύουσαι), leaving no doubt that these odd expressions might have meant

service that freedom would follow, once their owner had died. For performance of funerary ritual by freed slaves, see Darmezín 1999: 216–18; Parker 2002: 66–68, on Darmezín, *Affranchissements* 97.18–24.

⁹⁵ See below on such wills in general and *IJG* II xxx 40.I in particular.

⁹⁶ *IG IX.1* 193.10–13: ἐπ' ἐλευθερία, ὥστ|ε εἶναι αὐτὰν ἐλευθέραν καὶ ἀν|έπαφον παρამείνασαν Νεικαρέτω καὶ Οἰ|νάνθη τὸν τὰς ζωᾶς χρόνον.

⁹⁷ *IG IX.1* 192.9, 19–22: παρμεν<ε>ἰ δὲ Ὀνασιφόρον πάντα τὸν τὰς ζωᾶς χρό|νον Νεικαίνετω Νεικαίνετου καὶ Διοκρίτα Τίμω|νος, τοῖς δὲ λοιποῖς ἅπασιν ἐλευθέρᾳ ἔστω καὶ ἀνέ|παφος. *IG IX.1* 194.10, 20–23: παρμεν<ε>ἰ δὲ Νικάσιν καὶ Στοργῆ πάν|τα τὸν τὰς ζωᾶς {A<νασι>φορ<ου>} Ὀνασιφόρου χρόνον {Υ} | δουλεύουσαι, τοῖς δὲ λοιποῖς ἐλευθέραι ἐ|σ<των>. Both date from the early second century C.E.

⁹⁸ *IG IX.1*.3 754.7–12: ἐπὶ τοῖσδε Υ ὥστε παρα[μέ]νη Σωτηρὶς Νικασιπόλει καὶ Ἐρμαίω ποιούσα πᾶν τὸ ἐπιτασόμε|νον· | εἰ δὲ μὴ ποιέοι, ἐξουσίαν ἐχέτωσαν ἐπιτιμέοντες τρόπῳ, ᾧ κα θέ|λων||τι· ποτὶ δὲ τοὺς λοιποὺς πάντας ἔστω Σωτηρὶς ἐλευθέρᾳ καὶ ἀνέπαφο|ς | μὴ ἔχοντος αὐτὰν ἐξουσίαν μηδενὸς ἄγειν κατὰ μηδένα τρόπον μήτε [ζών]|των Νικασιπόλιος καὶ Ἐρμαίου μήτε ν ἀποθανόντων.

⁹⁹ Kränzlein 2010: 127–29.

freedom from abuse by others but not juridical liberty.¹⁰⁰ At law, liberty was not a matter of perspective. Law did not, say, permit a person to be at once barred from marriage by a master and yet free to marry “from the perspective of everyone else.” These owners sold slaves on the promise of freedom, pending completion of service, during which time the former owners promised to protect slaves from abuse by others. A fine gesture, like similar acts seen at Delphi, but the slavery was no less complete for it.

Such transactions, whether sale, dedication, or manumission *per se*, neither conferred freedom only to partly withdraw it nor minted half-slaves; they simply defined the terms governing future manumission. Where they stipulated *paramone* with a circumstantial participle they almost invariably used the aorist, indicating that manumission was to take place after *paramone*.¹⁰¹ Regardless of the legal mechanism used to effect a slave’s freedom, practice was remarkably consistent on this one overlapping point of law, logic, and grammar: that slaves alienated by any of these acts are to be transformed from fully enslaved to fully free; that such transformation was to follow *paramone* and not to precede it; that the temporal priority of this fixed and finite service is most often indicated with the aorist participle or imperative.

TESTAMENTARY MANUMISSION

The philosophers’ wills preserved by Diogenes Laertius show the same staging. Like the Delphic sales, these have been thought to illustrate the creation of partially free freedmen. Aristotle (d. 322) directed in his will (Diog. Laert. 5.14–15):

εἶναι δὲ καὶ Ἀμβρακίδα ἐλευθέραν καὶ δοῦναι αὐτῇ, ὅταν ἡ παῖς ἐκδοθῆ, πεντακοσίας δραχμὰς καὶ τὴν παιδίσκην ἣν ἔχει. ... Τύχωνα δ’ ἐλευθέρον εἶναι, ὅταν ἡ παῖς ἐκδοθῆ, καὶ Φίλωνα καὶ Ὀλύμπιον καὶ τὸ παιδίον αὐτοῦ. μὴ πωλεῖν δὲ τῶν παίδων μηδένα τῶν ἐμὲ θεραπευόντων, ἀλλὰ χρῆσθαι αὐτοῖς· ὅταν δ’ ἐν ἡλικίᾳ γένωνται, ἐλευθέρους ἀφεῖναι κατ’ ἄξιν.

¹⁰⁰ Zelnick-Abramovitz 2005: 243–44n127 suggests that in these cases λοιποῖ might refer to the former owners’ descendants or else indicate “in future.” All three are Roman imperial and later than the bulk of the sales and dedications from the region, which may account in part for their atypical use of formula.

¹⁰¹ The present is extremely rare: *I.Bouthrotos* 14.26–27, 156.5. Cabanes, *L’Épire* 74.5–8, is not an example of this use of the present: ἀφῆκε Φειδέτα Ἴων[ος] | Κλεάνορα ἐλευθέρον καὶ μένο[v]τα καὶ ἀποτράχοντα ὅπαι κ’ αὐτὸ[ς] | προαιρηται; Kleanor is free to “reside” and go wherever he wishes.

that Ambrakis is to be free and to give her, whenever my daughter is married off, 500 drachmas and the slave girl whom she has. ... and that Tychon is to be free whenever my daughter is married off, as is Philon and Olympios and his child; and not to sell any of the slaves who serve me, but to use them, and to set them free whenever they are of age, as worthy.

Some of Aristotle's slaves were to continue in service to a new master until his daughter married, others until they came of age. The will, if Diogenes represents it accurately, did not refer to this delay as *paramone*, although the stipulation is otherwise indistinguishable from *paramone* as imposed by the other wills. Theophrastos (d. 286) did specify *paramone*, directing that (Diog. Laert. 5.54–55):

Πομπύλω δὲ καὶ Θρέπτη πάλαι ἐλευθέροις οὖσι καὶ ἡμῖν πολλὴν χρεῖαν παρεσχημένοις, εἴ τι πρότερον ἔχουσι παρ' ἡμῶν καὶ εἴ τι αὐτοὶ ἐκτήσαντο καὶ ἄ νῦν παρ' Ἰππάρχου αὐτοῖς συντέταχα, δισχιλίας δραχμῆς, ἀσφαλῶς οἶμαι δεῖν αὐτοῖς ὑπάρχειν ταῦτα, καθάπερ καὶ αὐτὸς διελέχθη Μελάντη καὶ Παγκρέοντι πλεονάκις καὶ πάντα μοι συγκατετίθεντο. δίδωμι δ' αὐτοῖς καὶ Σωματάλην [καὶ] τὴν παιδίσκη. τῶν δὲ παιδῶν Μόλωνά μὲν καὶ Τίμωνά καὶ Παρμένοντα ἤδη ἐλευθέρους ἀφήμι· Μανῆν δὲ καὶ Καλλίαν παραμείναντας ἔτη τέτταρα ἐν τῷ κήπῳ καὶ συνεργασαμένους καὶ ἀναμαρτήτους γενομένους ἀφήμι ἐλευθέρους.

To Pompylos and Threpte, who are long since free and have offered us much service, if they have any prior thing from us and if they themselves have acquired anything, including what I have now commanded they have from Hipparchos, namely 2,000 drachmas, I am steadfast in thinking that these must belong to them, just as I myself also explained to Melantes and Pankreon many times and (as) they in all ways agreed with me. I give them also Somatale the slave girl. Of the slaves, I set free henceforth Molon and Timon and Parmenon. But I set free Manes and Kallias, after they have remained four years in the garden and have collaborated and been free from blame.

To a pair of freedmen who continued on in what sounds like remunerated service to their former owner Theophrastos promised total control over everything that they owned and gave additional money and human assets.¹⁰² Two current slaves were to be manumitted promptly (ἤδη), two others only “after having served” (παραμείναντας). Here too, then, *paramone* was conducted in a state of servitude and freedom granted only after its completion.

¹⁰² Demosthenes called Milyas, whom Demosthenes' father had freed from his deathbed, ὁ ἀπελεύθερος ὁ ἡμέτερος (Dem. 27.19), which need indicate only ongoing employment and does not equate such with semi-slavery.

The will of Lykon of Troas (d. 225) records several manumissions, some of them framed on condition of *paramone* (Diog. Laert. 5.73):

ἀφίημι δ' ἐλεύθερον καὶ τὴν τοῦ Μίκρου μητέρα καὶ Νοήμονα καὶ Δίωνα καὶ Θεώνα καὶ Εὐφράνορα καὶ Ἑρμείαν. καὶ Ἀγάθωνα δύο ἔτη παραμείναντα ἀφεῖσθαι ἐλεύθερον· καὶ τοὺς φορεαφόρους Ὠφελίωνα καὶ Ποσειδώνιον τέτταρα ἔτη παραμείναντας.

I set free also the mother of Mikros and Noemon and Dion and Theon and Euphranor and Hermeia. And (I stipulate in my will) to have Agathon set free, after he has remained for two years, and the litter-bearers Ophelion and Poseidonios after they have remained for four years.

It is suggested that some of the philosopher's slaves "are freed but are required to 'remain' (*parameinanta*) in some capacity for fixed lengths of time."¹⁰³ But, here again, the Greek denotes the opposite order of events. Agathon, Ophelion, and Poseidonios were not freed on the condition that they remain; they remained, as slaves, under the promise of subsequent manumission. The terms were not service after manumission, but manumission "after service" (*parameinanta, parameinantas*). Those who remained were neither free nor half-free nor conditionally free: they were slaves.

A few clauses earlier, though, Lykon seems to envisage service performed after manumission (5.72):

Δημητρίῳ μὲν ἐλευθέρῳ πάλοι ὄντι ἀφίημι τὰ λύτρα καὶ δίδωμι πέντε μνᾶς καὶ ἱμάτιον καὶ χιτῶνα, ἵνα πολλὰ πεπονηκῶς μετ' ἐμοῦ βίον εὐσχήμονα ἔχη. Κρίτωνι δὲ Χαλκηδονίῳ, καὶ τούτῳ τὰ λύτρα ἀφίημι καὶ δίδωμι τέτταρας μνᾶς.

For Demetrios, who is free for some time now, I waive the *lytra* and give him five minas and a *himation* and *chiton* so that, since he has labored much with me, he may have a becoming life. And for Kriton of Chalkedon, for him too I waive the *lytra* and give him five minas.

On one view, these two slaves "had been manumitted on condition that they remain and work for Lykon and that Lykon's will was meant to cover the possibility that he might die before the term of their further services expired."¹⁰⁴ But as we just saw, this very will establishes that freedom was granted after *paramone*. In fact, the will merely states that they owed Lykon money. The Roberts were right, I suggest, when they observed that the *lytra* probably re-

¹⁰³ Kamen 2013: 38.

¹⁰⁴ Zelnick-Abramovitz 2005: 210.

ferred to ransom.¹⁰⁵ It is a truism that “[i]f an Athenian paid the ransom for a fellow citizen who had been captured in war and the latter did not repay him the ransomed man became the slave of his ransomer.”¹⁰⁶ Ransom, then, meant freedom with an obligation to pay and default meant enslavement for debt.¹⁰⁷ But against the notion that failure to repay led to an exception to Solon’s ban on debt-slavery, Harris argues, “[i]f someone paid ransom for [a] captive, he had two options: either he could release him for free or he could insist that the captive pay him back. If the latter, the former captive remained a slave in the ownership of the man who paid ransom until the ransom was paid.”¹⁰⁸ To this I would add that there must have been another option. Athenian law cannot have compelled a purchaser—every ransomer was one—to keep a ransomed individual enslaved pending repayment or else manumit without prospect of same. It was the owner’s call. He must have been able to purchase a captive, manumit him, and then require payment with or without threat of reenslavement. This is what Lykon did with Demetrios and Kriton, that is, until he waived the debt in his will, stipulating that if he should die before repayment, the debts would be forgiven. But no one was to be half-free or any such thing.

¹⁰⁵ *Bull.épigr.* [1946] 87a.

¹⁰⁶ Harrison 1998: I 165. See also, e.g., MacDowell 1978: 79–80: “[A] man who had been captured in war and then ransomed was required to repay the amount of the ransom to his ransomer, and if he did not he became the ransomer’s slave.” See [Dem.] 53.11: οἱ νόμοι κελεύουσιν τοῦ λυσαμένου ἐκ τῶν πολεμίων εἶναι τὸν λυθέντα, ἂν μὴ ἀποδιδῶ τὰ λύτρα.

¹⁰⁷ See, e.g., Bielman 1994: 316–17: Ransom entailed legal freedom for the captive, under terms agreed with the ransomer; these terms established a time period within which the debt was to be repaid and during which the ransomed individual’s legal freedom was intact; but if the ransomed captive failed to pay on time, the ransomer was entitled to seize him and reduce him to slavery.

¹⁰⁸ Harris 2006: 263, in an argument that distinguishes debt-slavery, which Solon banned, from debt-bondage, which he did not. The papyri, largely Roman imperial, preserve transactions in which a free person received prepayment for services to be rendered and then subordinated himself to the creditor in a form of debt-bondage. See Adams 1964; Samuel 1965: 297–306, including analogous contracted forms of subordination; also *CPR* XVIII 18 (III B.C.E.), which deploys similar formulary in order to define the terms of a loan with *paramone*. Harpocration and Menander might have called this “working off a debt:” Harpocration s.v. ἀπεργασάμενος: ἀντί τοῦ ἀποδοῦς ἐκ τῶν ἔργων ὧν εἰργάσατο Ἰσαῖος ἐν τῷ πρὸς Ἀπολλόδωρον; Men. *Her.* 18–36, 36: τὸ χρέος ἀπεργαζόμενος; Harris 2006: 256–58. Such bondage was, in a way, similar to servitude. But to contract *paramone* in Egypt was not to forfeit one’s legal status as a free person; it was to bind oneself temporarily to another, which was neither illegal nor slavery. Such service contracts were, legally, altogether different from manumissions with *paramone*.

An inscription from Mantinea tells that Pitylos son of Poseidippos freed a slave and her child in his will. “Such wills,” it is suggested, “were, in fact, delayed manumissions; they protracted slavery in spite of the declaration of freedom.”¹⁰⁹ But this conflates the act of writing with the fact of execution. The legal state of slavery ended with a slave’s death or manumission, but such wills framed upon drafting, and later effected upon execution, an end to slaves’ servitude. Prior to execution there was no legal “declaration of freedom.” So, in his will, Dion stipulated (*P.Petr.*² I 3.19–23):

Μελαινίδα δὲ

20 [καὶ τὸν υἱὸν] αὐτῆς Ἀμμώνιον τὸν ἐξ ἐμοῦ γεγεννημένον, οὓς ἐγὼ ἐξ[έθ
ρε-
[ψα, ἀφίημι ἐλ]ευθέρους, ἐὰμ μοι παραμείνω[σ]ι γ ἕως ἂν ἐγὼ ζῶ ὑπήκοοι
ᾧ]ν-
[τες, ἀφίημι δ’] αὐτοῖς τὰ τροφεία καὶ ἔστωσαν ἐλεύθεροι καθὰ καὶ ἐξ ὠνῆς
[..... μηθε]νὶ ἐξέστω ἐπιλαβέσθαι αὐτῶν παρ[ε]υρ]ῆσει μ[η]δ]ε μ[ι]αί.]

But Melainis and her son Ammonios, who was born by me, whom I raised, I set free, if they serve me so long as I live, being obedient. And I waive for them the *tropheia* and they are to be free just as according to purchase.¹¹⁰ ... It shall be possible for no one to lay hands on them on any pretext.

Clarysse worried that “[f]rom a strictly juridical point of view” this service could not be *paramone*, such as we know it from elsewhere, “since Melainis and

¹⁰⁹ Zelnick-Abramovitz 2005: 75. The document in question is not a will, but a public, and perhaps civic, proclamation that upon the reading of Pitylos’s will three times (it was found that) he freed two slaves (*IJG* II xxx 40.I): ἐπὶ ἱερέος τῷ | Ποσιδάνος Ἀπ[ο]λλωνίου, δεκ[τ]ήρος δὲ Μάρκου | τοῦ Τίτου, ἔτους ἐ[β]δόμου καὶ τεσσαρ[α]κοστοῦ, διαθήκης ἀν[α]γνωσθείσης γ’ (ζ’ *IG* V.2 274 : om. *Syll.*³ 1209) μ[η]ν[ος] τρίτου τριακάδι Πιτ[ύ]λος Ποσειδίπου ἀφ[η]κε τὰν ἰδίαν θεραπείαν|αν ἐλευθέραν Σαφῶ | καὶ τὸ ἐξ ἑατὰς παιδίον | Ὀνησιφόρον μηδενὶ μη[δ]ὲν προσήκοντες. Thus, this document is parallel in time and voice to the second one on the stone, which records slaves who had been “proclaimed free” in the previous year. There was only one; the same Pitylos freed him pending performance of *paramone* (*IJG* II xxx 40.II): ἐπὶ ἱερέος τῷ Ποσιδ[ά]νι Γοργίππου τὸ | ἔκτον καὶ τεσσαρακοσ[τ]ὸν ἔτος ἱερατεύσαν|τος οἱ ἀποκαρυχθέντες | ἐλεύθεροι· Πιτύλος Ποσειδίππου τὸν ἴδιον θρ[ε]πτὸν Λυκολέοντα ἀφ[η]κεν ἐλεύθερον παραμ[εί]ναντα αὐτῶ τὸν τὰς ζ[ω]ῶς χρόνον. Both cases report prior utterance of the formula ἀφίημι ἐλεύθερον (παραμείναντα); hence, the aorist ἀφῆκεν. Sections of wills were sometimes inscribed: Jones 2004.

¹¹⁰ *P.Petr.*² I 3 p.107: “The doubtful reading ὠνῆς depends on the formula of these sacral manumissions. ... The term ὠνή, which is perfectly suited to the Delphic inscriptions, is certainly problematic in a will from Egypt.”

her son are to be set free only after Dion's death. The tasks they perform 'so long as he lives' are not *paramone*-tasks, but real slaves' services;" and further that "the service of Melainis and Ammonios, who were no doubt informed of the clause in the will relating to them, was considered a *paramone*, even if this was not correct from a strictly juridical point of view."¹¹¹ But it is the modern interpretation that is incorrect; the legal form was sound, as was Clarysse's sense that something was not quite right. Mother and son were to continue to serve as slaves until the death of Dion, and only then, assuming satisfactory completion of service and execution of the will, were they to become free. Protraction is the opposite of what testamentary manumission accomplished, whether the will stipulated *paramone* or not.

In none of these wills did a testator deal in halves. Some slaves were freed. Others were told when they would be. Not one was freed but compelled nevertheless to serve like a slave. The freedmen produced by these wills were simply aliens, possibly metics if they stayed. Prior to manumission, they were slaves and subject to *paramone*, as the slaves sold at Delphi were. But at no point were they anything other than one or the other of these two legal statuses. It is not true that "The wills of Aristotle, Theophrastus, and Lycon imply that manumitted slaves were not wholly free in relation to their manumittor."¹¹² Even if metics were still required to register *prostatai* in the third century,¹¹³ none of the freedmen minted by the philosophers' wills could have registered his or her manumittor as *prostates*; all of them were manumitted by written act of a dead non-citizen.¹¹⁴ These freedmen were as free from their manumittors as a person could be.

ATHENIAN "SECULAR FICTIVE SALES"

It has recently been argued that at Athens, as at Delphi, manumitted slaves suffered "conditional freedom"; that, although *paramone* is not explicitly attested at Athens before the third century, "*paramonê*-like legal obligations certainly"¹¹⁵ existed there earlier, reducing manumitted individuals to a state of half-slavery; that this explains the legal situation of the only two fourth-century manumissions that we know in any detail from Athenian sources; that

¹¹¹ *P.Petr.*² I 3 p.104.

¹¹² Zelnick-Abramovitz 2005: 244.

¹¹³ The system seems to have collapsed by the last quarter of the third century B.C.E.: Whitehead 1977: 63n28.

¹¹⁴ On the capacity of freedmen who had been manumitted by non-citizens to choose their own *prostatai* see Sosin 2016, and further below.

¹¹⁵ Kamen 2013: 38n28.

both of these were cognate “secular fictive sales,”¹¹⁶ examples of “a procedure known as ‘sale for the purpose of freedom’ (*prasis ep’ eleutheriai*).”¹¹⁷

The cases are well known. An Athenian named Epikrates, as he himself tells it, lusted after a slave boy who, along with his brother and father, worked in the perfume shop of an Egyptian metic, Athenogenes.¹¹⁸ He offered to pay Athenogenes to free the boy so that he could employ him as a sex worker. Unbeknownst to Epikrates, however, the slaves had acquired significant debts so that Athenogenes preferred not to manumit them but rather to sell them, along with the debt.¹¹⁹ So, he conspired with the prostitute Antigona to trick Epikrates into purchasing all three slaves, along with the debts. As part of the ruse, she claimed that she had only just managed to convince Athenogenes to free the slaves, and that Epikrates had better move quickly lest the deal collapse (Hyp. 3.4 [col.ii]):

τέλος δ’ οὖν, ἴνα μὴ μακρολογῶ, μεταπεψμαμέν[η] γάρ με πάλιν ὕστερον εἶπεν, ὅτι πολλοὺς λόγους ἀναλώσασα πρὸς τὸν Ἀθηνογένην μόλις εἶη συμπεπικ[υ]-
ῖα αὐτὸν ἀπολῦσαι μοι τὸν τε Μίδα κα[ὶ τ]οὺς υἱεῖς ἀμφοτέρους τετταράκοντα
μῶν, καὶ ἐκέλευέ με τὴν ταχίστην πορίζειν τὸ ἀργύριον, πρὶν μεταδόξαι τι
Ἀθηνογένει.

So, finally, not to go on too long, having sent for me again later, she said that having spent long discussions with Athenogenes she had just barely persuaded him to release for me Midas and both of his sons for 40 minas, and she kept urging me to come up with the money as quickly as possible, before Athenogenes changed his mind at all.

Epikrates was hooked. But when he met with Athenogenes he was presented with quite a different offer; he reports (Hyp. 3.5–6 [col.ii–iii]):

‘καὶ νῦν’ ἔφη ‘ταύτης ἕνεκα ἤδη σοι ἐνδείξομαι, ὅσα σε ἀγα[θὰ] ποιήσω. σὺ
μὲ[ν γάρ]’ ἔφη ‘[τὸ] ἀργύριον ἐπ’ ἐλευθερία καταβαλε[ῖς] τῷ Μίδῳ καὶ τῶν
παίδων· ἐγὼ δέ σοι ἀποδώ[σ]ομαι αὐτοὺς ὠνήϊ καὶ πράσει, ἴνα πρῶτον μὲν
μηδεῖς [σ]ε [ἐ]νοχ[λ]ῆ[ι] [μ]ηδὲ διαφθείρ[η] τὸν π[α]τ[ρ]ῆδα, ἔ[π]ε[ι]τ’ αὐτοὶ μὴ
ἐγχειρῶσι π[ο]νηρε[ύ]εσθαι μηδὲν διὰ τὸν φόβ[ον]. τὸ δὲ μέγιστον· νῦν μὲν
ἂν δόξαιαν δι’ ἐμὲ γεγονέναι ἐλεύθεροι· ἐὰν δὲ πριάμενος σὺ ὠνήϊ καὶ πράσει
εἶθ’ ὕστερον, ὅτε ἂν σοι δοκῆι, ἀφῆις αὐτοὺς ἐλευθέρους, διπλασίαν ἕξουσίν
σοι τὴν χάριν.’

¹¹⁶ Kamen 2014a: 289–98.

¹¹⁷ Kamen 2013: 32, citing Zelnick-Abramovitz 2005: 81–82, notes that “Slaves could also be freed through ‘purchase’ by a third party, a procedure known as ‘sale for the purpose of freedom’ (*prasis ep’ eleutheriai*).”

¹¹⁸ On de facto slave families in the Delphic sales, see Tucker 1982: 228–30.

¹¹⁹ On the slaves’ debts, see Cohen 2013 and Dimopoulou-Piliouni 2013.

“And now,” he said, “for her sake I shall show you how much good I shall do you. For you,” he said, “are about to put down the money on condition of freedom for Midas and his children. But I shall sell them to you, ‘by purchase and sale,’ so that, first of all, no one may bother you or ruin the child, and, next, so that they, owing to fear, may not endeavor to misbehave in any way. But most importantly, as things are, they would think that they have become free because of me. But if, buying them ‘by purchase and sale,’ you then later set them free, whenever you like, they will have twice the gratitude for you.”

Epikrates’ original proposal was to pay (καταβαλε[τ]ς) Athenogenes money on condition that he free the slaves for him. This was not to be a purchase or sale, and no one in the speech calls it a *prasis ep’ eleutheriai* or any such thing.¹²⁰ In fact, it is explicitly contrasted with sale. This was to be payment of cash on condition of mutual performance: Epikrates would pay money, and Athenogenes would free the slaves. Athenogenes, however, convinced Epikrates that it would be better to buy the slaves outright. The lustful man was so eager that he scarcely read the contract before agreeing; he failed to notice that he was buying the debts too.¹²¹

Now, had Athenogenes accepted the original proposal he would have freed the slaves and handed them over to Epikrates. But if they were free, why would they have gone with him? On one view, they would have been under an implicit obligation to “remain” in a state of half-freedom like those slaves who were freed at Delphi on explicit condition of *paramone*.¹²² At Athens, a manumitted slave became a free non-citizen, an alien if he left and a metic if he stayed.¹²³ All metics were required to register a *prostates* or else be liable

¹²⁰ Cf. Kamen 2014a: 284n17: “On πρᾶσις ἐπ’ ἐλευθερίᾳ, see ... Zelnick-Abramovitz (2005) 81–2, 96, 218 (she calls it πρᾶσις ἐπὶ λύσει, ‘sale for the purpose of release,’ but since this phrase is not found in any securely identified manumissions, I prefer to use the better-attested phrase πρᾶσις ἐπ’ ἐλευθερίᾳ).” Reference to such is not rare, e.g., Rädle 1970: 613, but the phrase, so far as I can tell, is a modern invention. The nearest parallel I find is a single Delphic sale that states that the god purchased the slave, using ἐπρίατο instead of ἀπέδοτο (SGDI II 2116.4–5: ἐπρίατο ὁ Απόλλων ὁ Πύθιος παρὰ Σωσιβίου Ἀμφισσέος ἐπ’ ἐλευθερίᾳ | σῶ[μα] γυναικεῖον ἄι ὄνομα Νίκαια τὸ γένος Ῥωμαίαν, τιμᾶς ἀργυρίου).

¹²¹ On the case in general and its relation to Athenian contract law, see Phillips 2009.

¹²² Kamen 2014a: 302.

¹²³ Dimopoulou-Piliouni 2008 argues that freed slaves at Athens were not automatically metics, but automatically *xenoi*. It seems safe to say that a freed slave was a non-citizen and, therefore, either a metic if s/he remained long enough to be liable to registration or a non-metic alien if s/he did not. Harpocration’s observation that freed slaves also paid the *metoikion* can only mean that freed slaves who remained in Athens and became metics paid the *metoikion*; Harp. s.v. μετοίκιον: ὅτι δὲ καὶ οἱ δοῦλοι ἀφεθέντες ὑπὸ τῶν δεσποτῶν ἐτέλουν τὸ μετοίκιον ἄλλοι τε τῶν κωμικῶν δεδηλώκασι καὶ Ἀριστομένης. See Whitehead 1977: 16–17.

to *graphe apostasiou*.¹²⁴ And a freedman metic was also required to abide by his former owner or else face legal action:¹²⁵

Harp. s.v. ἀποστασίου: δίκη τίς ἐστί κατὰ τῶν ἀπελευθερωθέντων δεδομένη τοῖς ἀπελευθερώσασιν, ἐὰν ἀφιστῶνται τε ἀπ’ αὐτῶν ἢ ἕτερον ἐπιγράφονται προστάτην, καὶ ἃ κελεύουσιν οἱ νόμοι μὴ ποιῶσιν. καὶ τοὺς μὲν ἀλόντας δεῖ δούλους εἶναι, τοὺς δὲ νικήσαντας τελέως ἤδη ἐλευθέρους. πολλάκις δ’ ἐστί παρὰ τοῖς ῥήτορσι, παρὰ τῷ Λυσία ἐν τῷ πρὸς Ἀριστόδημον καὶ Ὑπερείδῃ ἐν τῷ κατὰ Δημητρίαν ἀποστασίου.

There is an action that was granted against freedmen to those who freed them, if they depart from them or register another as *prostates*, and if they do not do what the laws bid; and those who are convicted must be slaves, while those who win (the case) shall be finally free thenceforth. Occurs often in the orators, in Lysias in the speech against Aristodemus and in Hyperides in the speech against Demetrias for *apostasiou*.

To Finley, this provision was consistent with the half-freedom that Delphic *paramone* is thought to have created. He translated, “And those who are condemned necessarily become slaves, but those who win, already being free men, become so completely.”¹²⁶ But this mangles the Greek, and even if it did not, this rule was not at all like Delphic *paramone*, which required a slave who had been sold to serve someone other than his new owner, on the promise of subsequent manumission. But never mind, for there is no reason to think that these three freedmen would, or even could, have been so constrained in the first place. The governing rules, such as we know them, compelled (1) every metic to register a *prostates*, or else face *graphe apostasiou*, and (2) every freedman metic to name his manumittor for that role, or else face *dike apostasiou* by

¹²⁴ Harp. s.v. ἀποστασίου: εἶδος δίκης κατὰ τῶν προστάτην μὴ νεμόντων μετοίκων· ἡρεῖτο γὰρ ἕκαστος ἑαυτῷ τῶν πολιτῶν τινὰ προστησόμενον περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. Ὑπερείδης ἐν τῷ κατ’ Ἀρισταγόρας ἀποστασίου β’. *Suda* s.v. ἀποστασίου: ἀποστασίου δέ· τῶν μετοίκων ἕκαστος προστάτην ἔχουσι κατὰ νόμον ἓνα τῶν ἀστῶν, καὶ δι’ αὐτοῦ τό τε μετοίκιον τίθεται κατὰ ἔτος καὶ τὰ ἄλλα διοικεῖται. ὅταν οὖν τις δοκῶν εἶναι μέτοικος προστάτην μὴ ἔχη ἢ μὴ δῶ τὸ μετοίκιον ἢ ἀστὸς εἶναι φάσκη παρεγγεγραμμένος εἰς τὴν πολιτείαν, ὁ βουλόμενος δίκην εἰσάγει πρὸς αὐτὸν, ἥτις λέγεται ἀποστασίου; *Suda* s.v. ἀποστασίου: εἶδος ἐστί δίκης κατὰ τῶν μὴ νεμόντων προστατεῖν ἔνοικον. καὶ γὰρ ἕκαστος αὐτῶν ἡρνεῖτό (*sic*) τινὰ τῶν πολιτῶν τὸν προστησόμενον αὐτῷ περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. Also Harp. s.v. διαμαρτυρία καὶ διαμαρτυρεῖν; *Suda* s.v. ἀποστασις. The sources are a bit of a mess, but Meyer 2010: 43–47 is clear. See also Sosin 2016.

¹²⁵ Kamen 2013: 39, notes that Harpokration tells us “that if conditionally freed slaves in Athens did not perform their remaining obligations, they faced the possibility of a lawsuit, the *dikē apostasiou*.” But this applied to all freed slaves and Harpokration does not speak of “conditionally freed slaves.”

¹²⁶ Finley 1981: 141.

his manumittor. But, *prostatai* were to be citizens,¹²⁷ so that if a freedman's manumittor was himself a metic he had no remedy against a freedman who did not comply—and indeed could not—with the second rule. The freedman will have followed the first and that was that. Athenogenes was a metic, so that, if Midas and sons “registered another as *prostates*,” Athenogenes could not have brought a *dike apostasiou* against them and neither could anyone else.¹²⁸ Like all metics, they would have needed a *prostates*, but as far as Athenian law could recognize and enforce, they would have been no one's freedmen.¹²⁹

Scholars understand the requirement that a freedman register his manumittor as *prostates* and abide by him as a curtailment of the freedman's liberty. But the ancient sources, admittedly late and limited, frame the rule as a positive protection of the manumittor's rights: “a legal action available to those who have manumitted.” If the rule was framed as a benefit to manumittors and a manumittor was ineligible, it will have served no purpose under the rule to compel a manumittor to find some other eligible candidate for *prostates*.¹³⁰ Thus, if Athenogenes had accepted the initial offer, the three new metics would likely have enrolled Epikrates as their *prostates*, but since he would not have been their manumittor they would have been under no legal obligation “not to depart” from him. In his initial offer Epikrates was asking Athenogenes to

¹²⁷ Harp. s.v. ἀπροστασίον (quoted above); also s.v. προστάτης: οἱ τῶν μετοίκων Ἀθήνησι προεστηκότες προστάται ἐκαλοῦντο· ἀναγκαῖον γὰρ ἦν ἕκαστον τῶν μετοίκων πολίτην τινὰ Ἀθηναῖον νέμειν προστάτην.

¹²⁸ Meyer 2010: 24–25n59.

¹²⁹ It is sometimes thought that the freedman's liability to the three-obol payment to the *telones* differentiated him from other metics; Harp. s.v. μετόικιον: Μένανδρος δ' ἐν Ἄνατιθεμένη καὶ ἐν Διδύμαις πρὸς ταῖς ἰβ' δραγμαῖς καὶ τριώβολόν φησι τούτους τελεῖν, ἴσως τῷ τελῶνι. Pollux and Hesychius, however, thought that payment of the *metoikion* included the additional three-obol fee. Poll. *Onom.* 3.55: μέτοικος ὁ τὸ μετοίκιον συντελῶν· τοῦτο δ' ἦν ἰβ' τῷ δημοσίῳ δραγμαὶ καὶ τῷ γραμματεῖ τριώβολον. Hsch. s.v. μετοίκιον: τέλος οὕτως ἐκαλεῖτο, ὃ ἐτίθεσαν [ἐν] τῇ πόλει, δραγμαὶς δώδεκα· τῷ δὲ τελῶνι τριώβολον. The fee's nature, purpose, and timing are a mystery; it could have been a one-time fee, its payment offering no ongoing indication of a person's former legal state. Dimopoulou-Piliouni 2008: 35 concludes “that *apeleutheroi* are often referred to as a distinct social group, thus challenging the frequent assumption that manumitted slaves automatically enrolled among metics.” But coherence as a social group had no necessary bearing on legal status. See Sosin 2016.

¹³⁰ Zelnick-Abramovitz 2005: 253–54 suggests that at Athens a metic manumittor may have been required to transfer the right to another citizen. Harrison 1998: I 185n2, wisely: “It is a plausible guess, though no more, that in such cases [sc. where a manumittor was a metic] the προστάτης of the manumittor became προστάτης of the freedman as well.”

release the freedmen into his care,¹³¹ and leave it to him to sort out the rest; he would see that the newly minted metics enrolled him as their *prostataes*.¹³² Legally, they would have been free. The social and economic constraints under which they would have operated would have been considerable, and Epikrates did have in mind to engage the free boy to particular ends that the latter may not have wanted, but legal freedom mattered. A slave could be beaten, tortured, sold, deprived of family, excluded from courts, and so on, without recourse to legal remedy. These three could not.

Hypereides was an expert in this domain (Ath. 13.58 [590c-d] = Idomeneus of Lampsakos, *FGrH* 338 F14a):¹³³

Ὑπερείδης δ' ὁ ῥήτωρ ἐκ τῆς πατρῴας οἰκίας τὸν υἱὸν ἀποβαλὼν Γλαύκιππον, Μυρρίνην τὴν πολυτελεστάτην ἑταίραν ἀνέλαβε, καὶ ταύτην μὲν ἔν ἄστει εἶχεν, ἐν Πειραιεὶ δὲ Ἀρισταγόραν, Φίλαν δ' ἐν Ἐλευσίνοι, ἦν πολλῶν ὠνησάμενος χρημάτων εἶχεν ἐλευθερώσας, ὕστερον δὲ καὶ οἰκουρὸν αὐτὴν ἐποίησατο.

The orator Hypereides, having expelled his son Glaukippos from his ancestral home, took in Myrrhine, the most expensive prostitute, and used to keep her

¹³¹ Whitehead 2000: 289, shrewdly notes that ἀπολύσαι μοι does not indicate “release to me,” but “that the speaker will be an indirect beneficiary of the transaction.”

¹³² Epikrates seems to claim that Athenogenes will falsely assert that he had urged Epikrates to “leave Midas with him and not purchase him, but that [Epikrates] refused, and wanted to buy all of them” (Hyp. 3.23 [col.xi]: τὸν δὲ Μίδα κελεύσ[α]ς ἔαν αὐτῷ καὶ μὴ ὠνεῖσθαι, ἐμὲ δ' οὐκ ἐθέλειν, ἀλλὰ βούλεσθαι πάντας πρῖσθαι). Does this mean that Athenogenes urged him not to take Midas at all? Or that he offered to free Midas, retaining him under his own *prostasia*? In another—mutilated—passage Epikrates indicates that Athenogenes was unwilling to release (Hyp. 3.27 [col.xiii]): καὶ τὸν μὲν Μίδα τὸν πολ.....ξα, ὃν ἄκων φησὶν ἀ[πο]λύσαι, τοῦτ[ον] λα]βεῖν. But it is impossible to tell whether he thought this a ruse or real. Epikrates claims also that Athenogenes “sent the boy to me, saying that he would not be with me if I would not have his father and brother released” (Hyp. 3.24 [col.xi]): ἐ[πε]μπε μοι λέγοντα, ὅτι οὐκ [ἂν συ]νείη μ[οι, ἢ εἰ μὴ λ]ύσομαι αὐτοῦ τὸν πα[τέ]ρα καὶ τὸν [ἀ]δελφ[όν]. But not much is clear here. The papyrus reads]νείημ[; moreover, traces better suit λ]ύσομαι than ὠν]ῶμαι; we expect ἀπολύσομαι rather than λύσομαι, but in that case εἰ μὴ would not fit. Space might accommodate εἰ ἀπολύσομαι, in which case the slave would seem to have said that he would not be with Epikrates if Epikrates did have the slave’s father and brother freed. Since we cannot reconstruct Athenogenes’ tactics we cannot tell whether this is any less plausible than the text as reconstructed.

¹³³ Similarly, [Plut.] *X orat.* 849D: ἐγένετο δὲ καὶ πρὸς τὰ ἀφροδίσια καταφερῆς, ὡς ἐκβαλεῖν μὲν τὸν υἱὸν εἰσαγαγεῖν δὲ Μυρρίνην τὴν πολυτελεστάτην ἑταίραν, ἐν Πειραιεὶ δ' ἔχειν Ἀρισταγόραν, ἐν Ἐλευσίνοι δ' ἐν τοῖς ἰδίοις κτήμασι Φίλαν τὴν Θηβαίαν, εἴκοσι μῶν λυτρωσάμενος.

in the city, and Aristagora in Peiraieus, and Phila in Eleusis, whom, having purchased her for a lot of money, he used to keep, after he had freed her, and later even made her his house-mistress.

Whether Myrrhine was a slave (and if so, whose) or free, we are not told. It is suggested that Hyperides “bought” Phila via fictive sale; that he provided the funds for her manumission, much as Epikrates had proposed to do.¹³⁴ But here again the Greek tells a different order of events: first he bought her, then he freed her, and then he started keeping her (ὠνησάμενος ... εἶχεν ἐλευθερώσας). He did not do what Epikrates proposed, but what Athenogenes tricked Epikrates into doing! Presumably, Hyperides was Phila’s *prostates*. More complicated is Hyperides’ relationship with Aristagora, against whom he either brought a *graphe apostasiou*, or else wrote a speech for someone who did, whether before or after the engagement of which Idomeneus speaks, we do not know.¹³⁵ There is no evidence here of fictive sale or of anything resembling *paramone*.

Even better known is the account told of the famous prostitute Neaira,¹³⁶ who at one point was the joint property of two Corinthians, Eukrates and Timanoridas. Now, one or both of them was about to get married and did not wish to see her working at Corinth or owned by a brothel-keeper.¹³⁷ So, instead of selling Neaira they offered to free her if she would pay them twenty minas. Wanting to accept but lacking the funds, she sent for several former

¹³⁴ Kamen 2014a: 300: “Did Hypereides *first* purchase and *then* free her, or did he have her freed through a fictive purchase? Of course, both of these options were viable ways of freeing a slave, as we saw in Hyperides 3.5–6 (discussed above). In the case of Phila’s manumission, the fictiveness of the purchase may be supported by Plutarch’s report that Hypereides ransomed Phila for 20 *mnas* (λυτρωσάμενος) (Plut. *Mor.* 849D).”

¹³⁵ Harp. s.v. ἀπροστασίου: εἶδος δίκης κατὰ τῶν προστάτην μὴ νεμόντων μετοίκων· ἤρετο γὰρ ἕκαστος ἑαυτῷ τῶν πολιτῶν τινὰ προστησόμενον περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. Ὑπερείδης ἐν τῷ κατ’ Ἀρισταγόρας ἀπροστασίου β’. We do not know when the case occurred in relation to his use of her, or what its outcome was. If she lost, she would have been sold into slavery. Did he buy her after the case? Was he keeping her in Peiraieus before the suit, under a contract? If so, as a free woman or a slave? We know little, but we can infer that Hyperides had experience with a range of mechanisms by which a free male acquired the sexual services of both free and slave, and knew how to sue for both *apostasiou* and *aprostasiou*.

¹³⁶ I obtained only late Kennedy 2014, which reaches conclusions (103–12) that are compatible with those drawn here.

¹³⁷ Kapparis 1999: 228: “An emotional relationship had developed between Neaira and the two men while they were living together, and they wished to give her a good chance for her future life.” Recall the “free” sales at Delphi.

lovers, including an Athenian, Phrynion, gathered money from a number of them, contributed her own savings, and persuaded the man to add the difference and “pay her sum to Eukratides and Timanoridas on condition that she be free.”¹³⁸ Phrynion paid the men twenty minas “on (Neaira’s) condition that she be free and on (their) condition that she not work in Corinth.”¹³⁹ Apollodoros does not call this transaction a “*prasis ep’ eleutheriai*” or any other kind of sale or purchase, either of Neaira or of her freedom.¹⁴⁰ Money was paid on condition of mutual exchange of promises, one of which was subsequent manumission. We may no more call this exchange a *πρᾶσις ἐπ’ ἐλευθερίᾳ* than we may call it a *πρᾶσις ἐπὶ τῷ ἐν Κορίνθῳ μὴ ἐργάζεσθαι*. It was not a sale at all. In a strange irony, at Delphi, the transactions call themselves sales and bear all resemblance to the same, and yet scholars believe that they were not; while here, the transactions are not described as sales and yet scholars believe that they were. Whatever the terms of their agreement and whatever the parties may have called it, Neaira left Corinth a free woman.

Why, then, did she stay with Phrynion? We do not know Corinthian law on the rights and obligations of freedmen and their former owners. But since Neaira was about to emigrate, she could not have been subject to such for long. Neaira had an obligation, under the terms of her manumission, not to work in Corinth, but that was between her and her manumitters. Phrynion was neither her manumitter, nor her current or previous owner, nor a putative Corinthian *prostates*. She was under no legal obligation not to “depart” from

¹³⁸ [Dem.] 59.30–32, quote at 31–32: καταθεῖναι αὐτῆς τῷ τε Εὐκράτει καὶ τῷ Τιμανορίδῃ ὥστε ἐλευθέραν εἶναι. Kamen 2014a: 293 translates “so that she would be free.” But ὥστε, like ἐπὶ τῷ, stipulated a condition. Neaira was not voicing an actual result! The same use appears Delphic sales: e.g., *FD* III.3 16.4–5: καθὼς διεπίστευσε Σώστρατος τῷ Απόλλωνι τὰν ἄνάν, | ὥστε ἐλεύθερον εἶμεν καὶ ἀνέφαπτον τὸν πάντα βίον; III.3 30.3–4.

¹³⁹ [Dem.] 59.32: κατατίθησιν αὐτῆς τὰς εἴκοσι μνάς τῷ Εὐκράτει καὶ τῷ Τιμανορίδῃ ἐπ’ ἐλευθερίᾳ καὶ ἐφ’ ᾧ ἐν Κορίνθῳ μὴ ἐργάζεσθαι.

¹⁴⁰ The very common English phrase notwithstanding, Greeks, as a rule, did not speak of “buying freedom.” Freedom was granted, protected, conferred, etc. but not bought and sold. Apollodoros uses technical language to describe their purchase of Neaira in the first place: [Dem.] 59.29: κατατίθεασιν αὐτῆς τιμὴν τριάκοντα μνάς τοῦ σώματος τῇ Νικαρέτῃ, καὶ ὀνοῦνται αὐτὴν παρ’ αὐτῆς νόμῳ πόλεως καθάπαξ αὐτῶν δούλην εἶναι. They paid, and purchased in accordance with civic law, and she became their slave once and for all. But as Apollodoros frames their offer to her, the language of sale does not appear (59.30): ἀλλ’ ἡδέως ἂν αὐτοῖς εἶη ἔλαττόν τε τὰργύριον κομισασθαι παρ’ αὐτῆς ἢ κατέθεσσαν, καὶ αὐτὴν ταύτην ὄραν τι ἀγαθὸν ἔχουσαν. ἀφιέναι οὖν αὐτῇ ἔφασαν εἰς ἐλευθερίαν χιλίας δραχμάς, πεντακοσίας ἑκάτερος· τὰς δ’ εἴκοσι μνάς ἐκέλευον αὐτὴν ἐξευροῦσαν αὐτοῖς ἀποδοῦναι. They would be happy to “receive” from her less money than they “paid”; they bid her “render.”

him. The two collaborated to secure her manumission but we hear nothing of a contract between them. When Neaira later returned to Athens with Stephanos, having fled from Phrynion, who had become abusive, Phrynion attempted to take her back, threatening to sue, under a claim that she was his slave. He did not charge that she was in violation of any agreement to “remain,” or a requirement to abide by her *prostates*, or a contract to provide sexual services, or a “*paramonê*-like legal obligation” or, indeed, any other obligation.¹⁴¹ If she had been so bound, we would expect Phrynion to have sued for violation of law or terms, but not to have seized her person on grounds that she was unfree: wrongful seizure of a free person was a serious crime.¹⁴²

It has been suggested that Neaira “had to remain with Phrynion and serve him”;¹⁴³ that he had a valid claim to her person for two reasons. First, “Neaira was considered to belong to Phrynion even after her manumission, presumably because she still owed him money,”¹⁴⁴ an assumption for which Apollodoros provides no support.¹⁴⁵ Moreover, “all or most manumission agreements included the slaves’ obligation to supply further services,” whether stated in the epigraphic documentation or not, so that “[w]hat distinguished manumissions with *paramone* clauses” from those that did not require service “was not the fact that they were conditional or that they obligated the slave to remain with the ex-owner; rather the distinctive feature was that all obligations associated with manumission were secured in a formal contract.”¹⁴⁶ In other words, the 800 or so inscribed Delphic slave sales that do not stipulate

¹⁴¹ [Dem.] 59.40, 45–47. Kapparis 1999: 233: “In Neaira’s case the only condition of her manumission was what sounds like the opposite of a *paramone*-condition. In fact, she had to stay away from her former masters, leave Corinth and never work there again as a prostitute.”

¹⁴² Phrynion’s seizure seems to imply confidence that no record could be found of her having registered him previously as her *prostates* or having paid the metic tax. He may have counted on such documentation being unavailable for consultation (cf. Dem. 25.57) or known that she had omitted these steps; the latter would have been the case if Neaira (a) had been a slave and so unrequired, (b) had been in Athens too briefly to be required to register, or (c) had violated the requirement to register as a metic. If the last, we can see why Phrynion might have been happy to settle out of court.

¹⁴³ Zelnick-Abramovitz 2005: 244.

¹⁴⁴ Zelnick-Abramovitz 2005: 221; 96: “because Phrynion was the chief contributor and organizer of the loan fund, she remained in his possession even after her manumission.”

¹⁴⁵ Kapparis 1999: 231–32: “If any financial conditions had been attached,” that is, a requirement to repay, “Apollodoros surely would not have failed to mention them later on, when he narrates the legal battle of Neaira with Phrynion, the main contributor.”

¹⁴⁶ Zelnick-Abramovitz 2005: 223.

paramone did require it, but implicitly, extra-contractually; those that did stipulate *paramone* differed only inasmuch as the requirement was explicit, contractual. Thus, Neaira must have been bound to obey Phrynion because *paramone*, whether stipulated or not, was the default requirement of “all or most” manumissions. This would be alarming if true.¹⁴⁷ She is thought, in other words, not yet to have been “completely free” (τελέως ἐλευθέρους), to borrow a formulation from Harpokration (s.v. ἀποστασίου above).¹⁴⁸ But the clear implication of the phrase there is that a freedman who was acquitted on such charges could not be made to face the same at a future date; the acquittal estopped any future claim on the freedmen’s person. The Delphic conventions of compulsory warranting of a slave’s sale to the god, along with the universal right of rescue, achieved the same effect with different words.¹⁴⁹ Emancipation, I urge, was in this case to be “final,” in much the same way that written contracts or arbitration could be.¹⁵⁰ Anyway, the private arbitrators who settled Neaira’s and Phrynion’s dispute, which did not go to court, do not appear to have thought that Neaira was half-free; they ruled that she was “free and her own mistress.”¹⁵¹ If Neaira had accompanied Phrynion under legal compulsion, or arrived at Athens as anything but a free alien, it would have been in Apollodoros’s interest to say so. There was nothing to say. Her manumission had taken place outside Athenian jurisdiction; she could not be

¹⁴⁷ Recall *SGDI* III 1984, above, where Aristodamos sold Gorgo and her son Nikoboulos. Mother was to be freed directly after and son only after having remained for two years. It is hard to see what the logic of such formal differentiation could have been if both were bound by the same requirement anyway.

¹⁴⁸ For translation of τελέως ἐλευθέρους as “completely free,” see, e.g., Zelnick-Abramovitz 2005: 248, 274; Kamen 2013: 39.

¹⁴⁹ And perhaps in one case, at nearby Amphissa, with similar words (*IG* IX.1².3 756.12–17): εἰ δέ τι πάθ[οι Εὐ]βουλίδας ἢ Νικα[σώ, ἐλευθέ[ρ]α | [ἔστω τελε]ίως καὶ ἀνέ[φαπτ]ο[ς | μηδε]νὶ ποθήκουσα κατὰ μηδέ|[να] τρόπον.

¹⁵⁰ Dem. 35.27: ὅσα μὲν γὰρ ἀμφισβητήσιμα ἐστί τῶν συμβολαίων, κρίσεως δεῖται, ὧ ἄνδρες δικασταί· τὰ δὲ παρ’ ἀμφοτέρων ὁμολογηθέντα τῶν συντιθεμένων, καὶ περὶ ὧν συγγραφαὶ κείνται ναυτικά, τέλος ἔχειν ἅπαντες νομίζουσιν, καὶ χρῆσθαι προσήκει τοῖς γεγραμμένοις (“Points of *symbolaia* that are disputed require judgment, gentlemen of the jury. But points of contracts that are agreed by both parties, and concerning which nautical *syngraphai* have been deposited, everyone considers to be final, and it is appropriate to use the written instruments.”). *Ath. Pol.* 43.2: οἱ δὲ παραλαβόντες, [ἐ]ὰν μὴ δύνωνται διαλῦσαι, γιγνώσκουσι, κἂν μὲν ἀμφοτέροις ἀρέσκη τὰ γνωσθέντα καὶ ἐμμένωσιν, ἔχει τέλος ἡ δίκη (“And having taken up the case, if they are unable to resolve them, they judge, and if the judgment pleases both parties and they abide, then the suit is done/final.”); also Harp. s.v. διατηται: ... καὶ εἰ μὲν ἤρεσκε τοῖς ἀντιδίκοις, τέλος εἶχεν ἡ δίκη.

¹⁵¹ [Dem.] 59.46: τὴν μὲν ἄνθρωπον ἐλευθέραν εἶναι καὶ αὐτὴν αὐτῆς κυρίαν.

compelled at Athens to register her Corinthian manumittors as *prostatai*. If her intent was to stay at Athens she will have been required to register a *prostates*, and Phrynion would have been an obvious candidate for the role. But she would have been subject to this requirement as a metic, not as a former slave who had been manumitted under the laws of another polity.

To recapitulate, under Epikrates' original proposal to Athenogenes, the three slaves would not have been sold. They would have left Athenogenes' premises and control as free non-citizens. If they remained, as Epikrates had in mind, then, as metics, they would have been required to register a *prostates*, most likely Epikrates himself. They would also have been freedmen and so required to register their manumittor as their *prostates*; but since Athenogenes was a metic, he could not have sued if they registered Epikrates. Their freedom would not have been conditional in any extraordinary legal sense. Epikrates would have been able to wield social and economic power over the former slaves. But his legal power as their *prostates* would have been limited. Indeed, fear that the three might cause him trouble—perhaps even leave—if they came to him free seems to have motivated him to purchase the slaves outright.¹⁵² Neaira was not sold to Phrynion, but went with him as a free woman. Whatever power Phrynion had over her was a social fact, apparently unsecured by legal covenant. If she stayed with him in Athens beyond a month or so, she would have been required to register as a metic and declare a *prostates*, who would almost certainly have been Phrynion. This pair of constraints was no greater than that experienced by any other free female resident alien and did not derive from her profession or prior legal status. Her freedom was as full and unconditional as law and social norms granted. She neither “had to remain with Phrynion and serve him”¹⁵³ nor did. She left. Neither Neaira's manumission nor that proposed for the perfumery workers was a sale of any form, and

¹⁵² See Epikrates' claim against Athenogenes (Hyp. 3.7 [col.iii]): ἦν δὲ ὁ ἄνδρες δικασ[τ]αὶ ὡς ἔοικεν ἐνταῦθα ἡ ἐπιβουλή καὶ τὸ πλάσμα τ[ὸ] μέγα. εἰ μὲν γὰρ ἐπ' ἐλευθερίᾳ καταβάλλ[λ]οιμι αὐτῶν τὸ ἀργύριον, τοῦτο μόνον ἀπ[ώ]λλυον ὁδοῖν αὐτῶι, ἀλλ' οὐδὲν δεινὸν ἔπασχον· εἰ δὲ πριάμην ὧν ἡ καὶ πράσει, ὁμολογήσας αὐτῶι τὰ χρέα ἀναδέξασθαι, ὡς οὐθενὸς ἄξια ὄντα, δι[ὲ] τὸ μὴ π[ρο]ειδέναι, ἐπάξειν [μ]οι ἔμελλεν ὕστερον τοὺς χρ[η]στὰς καὶ τοὺς πληρωτὰς τῶν ἐράνων, ἐν ὁμολογίᾳ λαβῶν· ὅπερ ἐποίησεν. (“There, gentlemen of the jury, it seems, was the plot and the great con. For if I should put down the money for them I would be losing only that which I had given him, but would be suffering no other hardship. But if I should buy them ‘by purchase and sale,’ having agreed with him to take on the debts, on grounds that they were worth nothing, owing to my lack of foreknowledge, he was intending later to set his creditors and *eranos* contributors on me, seizing me in [the?] agreement [or perhaps: interpreting the agreement thus]. Which is precisely what he did.”).

¹⁵³ Zelnick-Abramovitz 2005: 244.

neither was called a “*prasis ep’ eleutheriai*.” Neither was subject to an implicit condition to “remain,” whether called *paramone* or by any other word(s).

The “secular fictive sale” or “sale for the purpose of freedom” called “*prasis ep’ eleutheriai*” does not appear to have existed. But an inscription from Beroia records a transaction that seems to be cognate with Neaira’s manumission and that proposed by Epikrates.¹⁵⁴ Three slaves “paid” their owner “on condition of freedom” (κατέβαλον ἐπ’ ἐλευθερία), a phrase that bears close likeness to those seen in the two Athenian cases.¹⁵⁵ It was “to be possible for them, after remaining by Attinas for as long as Attinas lives, and doing whatever Attinas commands, when Attinas dies, to depart wherever they wish.”¹⁵⁶ Once freed, they were to enjoy freedom from seizure; neither manumitters nor their relatives were permitted to “lead” the former slaves “into slavery” (μηδὲ ἄγειν εἰς δουλείαν); should anyone try, the slaves were to remain free and the violator to be fined.¹⁵⁷ But if, during *paramone*, the slaves should not do as ordered, their “freedom,” which was at that point only in prospect, was to be invalid.¹⁵⁸ The legal action is unambiguously neither sale with *paramone* (ἀπέδοτο ἐφ’ ὧτε ἐλευθέρους εἶμεν ... παραμεινάτωσαν δέ), nor dedication (ἀνατίθητι δούλως ... παραμεινάντας), nor even, by itself, manumission with the same (ἀφίητι ἐλευθέρους ... παραμεινάντας). Let us not assign an official-sounding

¹⁵⁴ *I.Beroia* 45, not cited as a parallel by Zelnick-Abramovitz 2005 or Kamen 2014a.

¹⁵⁵ Hyp. 3.5 [col.ii]: [τὸ] ἀργύριον ἐπ’ ἐλευθερία καταβαλε[ι]; [Dem.] 59.32: κατατίθησιν αὐτῆς τὰς εἴκοσι μνάς τῷ Εὐκράτει καὶ τῷ Τιμανορίδῃ ἐπ’ ἐλευθερία καὶ ἐφ’ ᾧ ἐν Κορίνθῳ μὴ ἐργάζεσθαι.

¹⁵⁶ *I.Beroia* 45.11–14: παραμείνασιν δὲ αὐτοῖς παρὰ | Ἀττίνας ἕως ἂν Ἀττίνας ζῆι καὶ ποῦσιν ὅ τι ἂν Ἀττίνας προστάσῃ, παθόν<τος> δὲ Ἀττίνα ἐξέστω ἀπιέναι | οὐ ἂν βούλωνται. The dative παραμείνασιν αὐτοῖς is limited by ἐξέστω, such that the second δὲ (παθόν<τος> δὲ Ἀττίνα), itself preceded by error, appears to be erroneous.

¹⁵⁷ *I.Beroia* 45.14–21: μὴ ἐξέστω δὲ Ἀλκέται μηδὲ τῆι Ἀλκέτα γυναικὶ μηδὲ τῶν Ἀλκέτα ἐγγόνων μηδὲ Λαρέ[ι]ται ἐφάψεσθαι τούτων μηδὲ τῶν γυναικῶν μηδὲ | τῶν παιδίων μηδὲ Ἀσπαζάτιος, μηδὲ ἄγειν εἰς δουλείαν, μηδὲ τῶν ὑπαρχόντων αὐτοῖς παρελέσθαι μηδὲ [ν] | π[α]ρευρέσει μηδεμιᾷ μηδὲ ἄλλω ὑπὲρ τούτων· εἰ δὲ μή, | ἐλευθεροὶ τε ἔστωσαν καὶ ὁ ἄγων εἰς δουλείαν ἀποτινέτω | καθ’ ἕκαστον. Here ἔστωσαν effectively means “remain.” Compare, e.g., *FD* III.2 121.6–8: εἰ δ[έ] | τις ἐφάπτοίτο Ἡραϊίδος ἐπὶ καταδουλισμῶι, βέβαιον παρεχέτω τῷ θεῶι τὰν ὄνων ὅ τε ἀποδόμενος Εὐαγορίδας καὶ ὁ βεβαιωτῆρ Πρὸ[ξε]ίνος· εἰ δὲ μὴ παρέχοιεν τῷ θεῶι βέβαιον τὰν ὄνων, πράκτιμοι ἐόντω κατὰ τὸν νόμον τὰς πόλεως καὶ Ἡραϊῖς ἐλευθέρῃ ἔστω. Once Herais was freed she enjoyed protections; if seller and warrantor should fail to do their part in such, they were to be fined and she was to “remain free.”

¹⁵⁸ *I.Beroia* 45.24–27: εἰ δὲ μὴ παραμείνω|σι μηδὲ ποιῶσιν ὅ τι ἂν Ἀττίνας προστάσῃ καὶ αὐτοὶ καὶ αἱ | γυναικες καὶ τὰ παιδιᾶ, ἕως ἂν Ἀττίνας ζῆι, τῷ μὴ ποιοῦντι | ἄκρος ἔστω ἢ ἐλευθερία αὐ̅.

designation like “payment on condition of freedom.” This is a contract under which slaves pay owners money on condition of mutual performance: slaves are to remain by their master, as slaves, for the duration of her life, and upon her demise they are to be free. If this arrangement were contracted without stipulation of *paramone*, it would look similar to the other two cases in which someone “paid” money “on condition of freedom.” The slaves are to be permitted, “after they have remained” (παραμείναι), doing Attinas’s bidding, to leave. Here again, we find the same careful articulation of the transaction’s order of events: first, payment on condition of subsequent manumission, then, *paramone* performed in a state of servitude, and finally, manumission upon death of the person to whom service is owed. This Macedonian text seems to give us our third example of a transaction in which cash was paid on condition of subsequent manumission, where the operation was not bundled with a sale, dedication, or an explicitly named manumission. This one stipulated *paramone*; the other two, Neaira’s and the perfumery workers’, did not.

Paramone, such as we find at Delphi and elsewhere, was simply labor with a defined sunset that was inscribed as a condition either of a legal act that facilitated manumission—whether sale, dedication, or testamentary disposition—or of a manumission itself. Neither Neaira nor Athenogenes’ slaves faced anything like that. Athenian law does appear to have entitled manumittors to make certain demands of their freedmen. But we scarcely know what these were and it is a leap to equate the freedman’s obligation to his manumittor with a “*paramonê*-like” legal state of half-slavery. For all we know, as Harrison observed of the Athenian requirement not to depart from a manumittor, “it may be that this phrase implies no more than that the laws imposed on the freedmen the duty of doing all those things which he had agreed to do at his manumission,”¹⁵⁹ not working in Corinth, for example.

And while Neaira’s social liabilities, as a former slave, prostitute, woman, and alien, may have been significant, it is a mistake to think that law imposed a formal disability as a direct and automatic result of her manumission. Phrynion brought legal action against Stephanos for two alleged wrongs: that Stephanos had removed Neaira to freedom unlawfully and that Stephanos had received the goods that she had allegedly stolen from Phrynion.¹⁶⁰ Their associates persuaded them to go to binding arbitration, and the arbitrators ruled as follows ([Dem.] 59.46):

¹⁵⁹ Harrison 1998: I 185.

¹⁶⁰ [Dem.] 59.45: Λαχόντος τοίνυν αὐτῶ τοῦ Φρυνίωνος δίκην, ὅτι αὐτοῦ ἀφείλετο Νέαιραν ταυτηνὴ εἰς ἐλευθερίαν, καὶ ὅτι, ἃ ἐξήληθεν ἔχουσα παρ’ αὐτοῦ αὐτῆ, ὑπεδέξατο.

τὴν μὲν ἄνθρωπον ἐλευθέραν εἶναι καὶ αὐτὴν αὐτῆς κυρίαν, ἃ δ' ἐξήλθεν ἔχουσα Νέαιρα παρὰ Φρυνίωνος χωρὶς ἱματίων καὶ χρυσίων καὶ θεραπαινῶν, ἃ αὐτῇ τῇ ἀνθρώπῳ ἠγοράσθη, ἀποδοῦναι Φρυνίῳ πάντα· συνεῖναι δ' ἑκατέρῳ ἡμέραν παρ' ἡμέραν· ἐὰν δὲ καὶ ἄλλως πως ἀλλήλους πείθωσι, ταῦτα κύρια εἶναι· τὰ δ' ἐπιτήδεια τῇ ἀνθρώπῳ τὸν ἔχοντα ἀεὶ παρέχειν, καὶ ἐκ τοῦ λοιποῦ χρόνου φίλους εἶναι ἀλλήλοις καὶ μὴ μνησικακεῖν.

That the woman be free and under her own authority, but that those things that Neaira had in her possession when she left Phrynion, except for the clothing, gold, and servant-girls, which had been purchased for/by the woman herself, she is to return to Phrynion in full. And that she is to be with each man day-for-day (i.e., in alternation). And that if they persuade each other in some other way, that shall be binding. That the man who keeps her is to provide necessities to the woman, and that they are to be friends with each other in future and not “remember ill.”

Apparently, this is what they then did, at least for a time ([Dem.] 59.48):

ὡς δ' ἀπηλλαγμένοι ἦσαν, οἱ παρόντες ἑκατέρῳ ἐπὶ τῇ διαίτῃ καὶ τοῖς πράγμασι, οἷον οἶμαι φιλεῖ γίνεσθαι ἑκάστοτε, ἄλλως τε καὶ περὶ ἑταίρας οὔσης αὐτοῖς τῆς διαφορᾶς, ἐπὶ δεῖπνον ἦσαν ὡς ἑκότερον αὐτῶν, ὅποτε καὶ Νέαιραν ἔχοιεν, καὶ αὐτῇ συνεδείπνει καὶ συνέπινεν ὡς ἑταῖρα οὔσα.

And when they had been reconciled, those who were present for each party at the arbitration and proceedings—the sort of thing that I reckon tends to happen on all such occasions, and especially when people have a dispute concerning a prostitute—went to dinner at each man’s home, whenever each had Neaira, and she here always ate with them and drank with them, prostitute that she is.

If this case had gone to trial such an outcome would have been impossible. We are not certain whether such prosecutions were brought against the free person who removed the alleged slave to freedom, the alleged slave, or—somehow—both.¹⁶¹ If one sued the “remover,” then if Stephanos was found to have rescued Neaira unlawfully he would have been subject to penalty and she would have been remanded to Phrynion, as a slave. If Stephanos was acquitted, then neither he nor Neaira could have been subject to judicial sanction. If one prosecuted the slave, then if Neaira was found to be a slave, she would have returned, in that state, to Phrynion; but if she was acquitted then there would have been no penalty phase and so no legal mechanism by which to compel her to do anything.

But this ruling was issued by a panel of arbitrators, and not a jury. A jury of Athenian males might have wished to attend parties with Neaira, but the courts

¹⁶¹ Harrison 1998: I 178–80.

provided no mechanism to make that wish come true. Arbitration did. The ruling that Neaira should be free and yet compelled to split her time and body between two men, neither of whom owned her, underscores the grotesque reach of Athenian misogyny and the social disability suffered by women.¹⁶² But it says nothing about formal judicial recognition of half-freedom or that such was the natural legal byproduct of manumission. At Athens, the rulings of private arbitrators were inescapable, beyond appeal, like the terms of a valid contract. The terms of Neaira's manumission limited her freedom of movement by preventing her from working in Corinth, but that did not make her half-free. Neither did the arbitrators' ruling; they imposed conditions that an Aristotle might have found incompatible with freedom. Arbitration could do that. As a woman, as a prostitute, as a former slave, Neaira may have been more susceptible than some to such rulings. But this was a feature of Athenian gender inequality, and while it had clear and deep legal ramifications, it was not a formal legal disability generated by the act of manumission. An extra-judicial panel of citizen friends whose charge is to find compromise within the bounds of normative social hierarchies might treat her in ways considered incompatible with liberty (a legal contract for debt-bondage could do the same). But under the charge, the verdict of a random selection of unknown peer jurors sworn to vote up or down in strict accordance with the laws could recognize her as slave or free and nothing in between.

The kind of half-freedom that is thought to have been imposed in fourth-century Athens, under a mechanism whose name is unknown but whose legal basis was cognate with that of Delphic "sacral fictive sales" with *paramone*, did not exist. That is a fiction.¹⁶³

¹⁶² The arbitrators appear to have referred to her as ἡ ἀνθρώπος ([Dem.] 59.45–46, quoted above), not a neutral or warm expression: Sosin 1997: 75–77.

¹⁶³ And perhaps not the only one surrounding Athenian freedmen. A series of fragmentary *stelai* found on or around the Athenian Acropolis and dating to the Lycurgan period record some 400 dedications of *phialai*, all weighing 100 drachmas, all offered on acquittal of named individuals on unknown charges brought by other named individuals. The texts are genuinely difficult, badly fragmentary, brutally laconic. Building on a succession of ingenious hypotheses, starting with Wilamowitz in 1887, scholars came fairly quickly to agree that these dedications were part of an elaborate legal fiction. In order to frame a clean manumission without any special dependency between manumitted and manumitter, it was thought, slaveowners pretended to bring a *dike apostasiou* against their manumitted slaves, who pretended to win, with the result that they became fully free. And in thanks, each slave, upon such full and complete manumission, dedicated a *phiale*. It is a neat story and went essentially unchallenged for generations. But Meyer 2009 has now argued that reality was much simpler than the elaborate charade of fictive litigation that

PARAMONE AT KALYMNA

Several dozen records of manumission survive from Kalymna, all from the first half of the first century after Christ. These were not the legal instruments of manumission themselves, but records of them. In a dozen or so cases slaves were freed without *paramone*. Some were freed on the condition that they rear one or more children for their manumittors.¹⁶⁴ Some were simply set free, one on condition that she be her manumittor's freedwoman alone, another that he be no one's freedman.¹⁶⁵ Most were freed "in accordance with the freedmen laws" (ἀπελευθερωτικοὶ νόμοι), and one was explicitly released from the "freedmen conventions" (ἀπελευθερωτικά δίκαια), which may have included some or all of the practices and regulations laid out therein.¹⁶⁶ We do not know precisely what these laws were or did, but they may have defined services that manumittors were entitled to claim from their freedmen. And possibly the heritability of such as well, for the stipulation that a freed slave be no one's freedman or the freedman of the manumittor alone seems to have been meant to short-circuit a convention under which freedmen owed obligations to their manumittors' heirs, or even beyond.

Stipulation of *paramone* at Kalymna generally followed two distinct formulas. In more than a dozen cases slaves were freed roughly as follows (e.g. *Tit. Cal.* 154.1–3): ἀφέθη [ἐλ]|ευθέρα Νικομήδεα ὑπὸ Διοκλεῦς καὶ Φιλαίων[ος, πα]|ραμίνασα.¹⁶⁷ We have seen this construction already, in the active: X ἀφῆτι/ἀφῆκεν Y ἐλεύθερον παραμείναντα: X frees/d Y on condition of Y's having remained. In some of these cases, a freed slave was, upon the manumittor's death, to be "no one's freedman."¹⁶⁸ *Paramone* could be accompanied by an

scholars have conjured. She argues that the inscriptions have nothing to do with freedmen. Rather, they are inventories of dedications offered to Zeus Eleutherios as tithes on fines paid upon failure to convict metics for *aprostasiou*, brought under allegations of failure to register a *prostates* or pay *metoikion*.

¹⁶⁴ *Tit. Cal.* 158. 12–14: ἐφ' ᾧ θρέψι αὐτῇ θρ[έ]|μα ἄρσεν διετὲς | καὶ παραδώσι, 160, 165, 176b (or else pay reparation).

¹⁶⁵ Simply free: *Tit. Cal.* 203.2–4: [ἀφέθη ἐλευθ]ερος Νικίας ὑπὸ | [- - -]ας καὶ Δαμινέ|[του τῶν Ἡρ]ακλίτου; manumittor's freedwoman: 170.2–4: Μηνόδοτος Ἀσφαλέους ἠλευθέρωσεν τὴν | ἰδίαν ἀμμάν Ζωσίμην, ἐφ' ᾧ τε ἔσται [ἀπε]|λευθέρᾳ αὐτοῦ {του} μόνου; no one's freedman: 205.1–4: ἀφιάσιν Θεωδωρίς, Φιλόστρα[τος, Πραξιτέλης, Χαρμονεϊκά, Φιλό]στρατος νε(ώτερος) Δάμαν ἐλεύθερον καὶ | μηδενὸς ἀπελεύθερον.

¹⁶⁶ In accordance with the freedman laws: *Tit. Cal.* 167.1–3: Ζώπυρος | Πιλλίωνος ἠλευθέρωσεν τὸν ἴδιον θρεπτὸν Εὐδοκὸν κατὰ | τοὺς ἀπελευθερωτικούς νόμους, 169, 176b, 181, 189, 190, 196b; released from the same: 201.

¹⁶⁷ *Tit. Cal.* 152, 153, 154, 156, 157, 159, 161, 163, 164, 166, 178, 187, 199, 200.

¹⁶⁸ *Tit. Cal.* 156.5–6, 157, 164, 187a.

obligation to rear one or more children for manumittor(s) or designee(s).¹⁶⁹ Slaves who did not remain could be required to pay reparations (ἀναφορά).¹⁷⁰ Some two dozen manumissions stipulated *paramone* with a different formula. Here, a master “freed” (most often ἤλευθέρωσεν)¹⁷¹ a slave “on condition that she would remain” (ἐφ’ ᾧτε παραμενεῖ) with her manumittor or designee for the duration of their lives,¹⁷² often with the requirement to rear one or more children,¹⁷³ and with the same array of conditions found with the other formula.¹⁷⁴ So, two formulas for the same procedure.¹⁷⁵ In one case, the condition under which freedom was to be granted was expressed as looking back from the moment of execution (παραμείναντα); in the other, it looked forward from the moment of initial utterance (παραμενεῖ). In either case, though, a condition was a condition. Manumission would not take effect until it was met.

Another feature of the Kalymnian manumissions illustrates this well. As mentioned, some slaves were freed on the condition that they rear one or more children for their manumittors: so, Tryphera “sets free (ἀφίησι ἔλευ|θέραν) her slave Hygia ... on condition that she will rear (ἐφ’ ᾧ θρέψει) for her a two-year old male *thremma*, and hand it over.”¹⁷⁶ Hygia was to remain a slave until she

¹⁶⁹ *Tit. Cal.* 156.2–4, 161, 163, 166, 187, 199, 200.

¹⁷⁰ E.g., *Tit. Cal.* 152, 153.8–10: ἐὰν| δὲ μὴ παραμίνῃ, | δῶσ[ει] μὲν ἀναφορὰν | δη(νάρια) <ς>. It is not stated whether this payment was a straightforward fine or a commutation of servitude.

¹⁷¹ Sometimes ἐποίησε ἔλευθεραν: 155, 191, 207; or ἀφίησι ἔλευθέραν: *Tit. Cal.* 193, 194.

¹⁷² E.g., *Tit. Cal.* 172: ἐπὶ μο(νάρχου) Κλωδιανοῦ, | μινὸς Ἀλσειου γ. Θε|οδότῃ Ἀντιόχου ἤ|λευθέρωσεν τὴν ιδί|αν θρεπτήν Δημῶ, | ἐφ’ ᾧτε παραμενεῖ | τοῖς θρέψασιν τὸν τὰς | ζωᾶς χρόνον. μετὰ | δὲ τὸν θάνατον αὐ|τῆς οὐδενὸς ἔσται | ἀπελευθέρα; also 155, 168, 171, 173, 174, 175, 176a, 177, 179, 180, 183, 184, 188, 191, 192, 193, 194, 195, 196, 197, 198, 202, 206, 207.

¹⁷³ *Tit. Cal.* 155.4–5: ἐφ’ ᾧ θρέψει παιδάριον διετὲς ἄρ| [ρεν Φιλ]εῖ νωι, 171, 174, 175, 176a, 179, 183, 184, 188, 191, 194, 197.

¹⁷⁴ No one’s freedwoman: *Tit. Cal.* 172.8–11, 176a, 192a; freedman of manumittor’s children alone: *Tit. Cal.* 171.13–14, 177. Release from “freedmen procedures”: *Tit. Cal.* 184.9–11, 206(?).

¹⁷⁵ We might expect the two formulas, “ἀφέθη X ὑπὸ Y” and “Y ἤλευθέρωσεν X,” to have been interchangeable. But while we find “ἀφέθη X ὑπὸ Y παραμείνας” and “Y ἤλευθέρωσεν X ἐφ’ ᾧτε παραμενεῖ,” the elements of these expressions are almost never mixed. Thus, “ἀφέθη X ὑπὸ Y ἐφ’ ᾧτε παραμενεῖ” appears once (*Tit. Cal.* 195.1–4), and “Y ἤλευθέρωσεν X παραμείναντα” is unattested. I do not know what accounts for the parallel formulations.

¹⁷⁶ *Tit. Cal.* 158: ἀφίησι ἔλευ|θέραν Τρυφέ|ρα Νεικομάχου | τὰν δούλαν | αὐτὰς Ὑγίαν ὑπὸ | Γᾶν Ἄλιον κατὰ πάν|τας τοὺς νόμους, | ἐφ’ ᾧ θρέψει αὐτῇ θρ[έ]μμα ἄρσεν διετὲς | καὶ παραδώσι, καὶ | τᾶλλα παρέξεται κα|τὰ τοὺς τὰς ἀπελευ|θερ{ι}ώσεως νόμο<υ>ς.

handed her biological child over to her owners. Only then, when the condition was met, would her manumission take effect. Hygia was not subject to *paramone*, but to an equally compelling requirement, which she would fulfill as a slave. In numerous other manumissions *paramone* and the requirement to produce offspring co-occur. Elpis was freed by Meniske, Nikophilos, Diokleia, and Apellas, on the twin conditions of having remained (παραμείνασα) for their lifetimes and that she would rear and remand a *thremma* (θρέψει δὲ καὶ θρέμμα) to Meniske and Apellas, once she reached the age of 14.¹⁷⁷ If Meniske and Apellas were to receive the child in their lifetimes, then Elpis was still in service, still a slave. Dioklea freed Aphrodiseia(?) on the dual conditions of service (παραμείνασα) so long as Dioklea lived and production of two children in Dioklea's lifetime (ζώσης | έμοῦ).¹⁷⁸ While Dioklea lived, Aphrodiseia was a slave, and her children were too. Here we find the aorist participle and έφ' έψ + indicative, side by side; the two are semantic and functional equivalents. While *paramone* was usually, though not always, limited by the lifetime of the manumittor, the requirement to supply children could extend beyond. So, Epicharis freed (ήλευθέρωσεν) Isidotos on a string of conditions (έφ' έψτε): that he will remain (παραμεινεί) by her and her husband for the rest of their lives; that, after their deaths, he will father (θρέψει) two male *thremmatia*, one for each of Epicharis's daughters; that, in the third year after Epicharis's death, he will tend (καρπώσει) the graves of two other children, who had passed away; that Diodotos will be (έσται) the freedman of Epicharis's daughters alone, but that he will pay a fine ([δ]ώσει) if he should fail to remain.¹⁷⁹ In other words, for Diodotos, *paramone* would be complete upon the death of his owners, but he would not be free until he had given the children to Epicharis's daughters; thereupon he would become so, a freedman to them alone. First *paramone* as a slave, then, in some cases, child-rearing as a slave, and freedom only upon completion of all terms.

¹⁷⁷ *Tit. Cal.* 166.a.1–6: τοῖδε ἀφρέθησαν ἐλεύθεροι· Ἐλπὶς ὑπὸ Μενίσκης | καὶ Νικοφίλου καὶ Διοκλείειας καὶ Ἀπελλᾶ, παραμείνασα αὐτοῖς μέχρι ζωῆς· | θρέψει δὲ καὶ θρέμμα Μενίσκη καὶ Ἀπελλᾶ | γενομένη ἐν ἡλικίᾳ ἐτῶν ἰδ.

¹⁷⁸ *Tit. Cal.* 157.2–10: ἀρέθη ἐξήλευθέρα Ἀφροδιεία ὑπὸ Διοκλέας τᾶς Φιλίνου παραμείνασα {ν} αὐτῇ μέχρι ζωᾶς, ἐφ' ἧ | θρέψει θρέματα δύο ζωῆς | έμοῦ· μετὰ δὲ τὴν μεταλλαγὴν μου μηδενὸς ἐσίστω ἀπελευθέρα μηδὲ θρεψέτω μηδενί.

¹⁷⁹ *Tit. Cal.* 171.1–9: Ἐπιχαρὶς Ζωΐλου ἠλευθέρωσεν τὸν ἴδιον θρεπτὸν Ἰσίδωτον ἐφ' ἧτε παραμεινεί αὐτῇ καὶ τῷ ἀνδρὶ αὐτῆς Νεικηφόρῳ τὸν τᾶς ζωᾶς χρόνον· μετὰ δὲ τὴν | τελευτῆν αὐτῶν θρέψει τοῖς τέκνοις | αὐτῆς Δωράδι καὶ Ὀνησίμῃ ἐκάστω | θρεμμάτιον ἄρρεν, ἢ δώσει ἀνα(φορὰν) | δην(άρια) ν· καρπώσει δὲ καὶ τοῖς κατοίχοις τέκνοις μου Νεικηφόρου καὶ Σωγένει μετὰ τὸν θάνατόν | μου γ τοῦ ἐνιαυτοῦ, ὡς ἂν δύνηται· | ἔσται δὲ ἀπελεύθερος Δώρα καὶ Ὀνησίμης μόνων· ἂν δὲ μὴ παραμείνη, | [δ]ώσει τᾶς ἡμέρας ἐκάστα [- - -].

Segré suggested that there was in effect one basic procedure; that the “freedmen laws” required *paramone* and rearing of children as a matter of course, so that to manumit simply “in accordance with the freedmen laws” was to require both, whether the document of record stated as much or not.¹⁸⁰ Isidotos’s case alone suggests that the practice was more complicated. Other factors do as well. There is no reason to think that *paramone* was the default condition of all manumissions at Kalymna; it certainly was not at Delphi, where we know most, or indeed anywhere else. At Kalymna, manumissions that require rearing of children usually stipulate *paramone* too,¹⁸¹ but not always, as we have seen; and manumissions that require *paramone* do not always require child-rearing. The two requirements could be imposed together or separately. Moreover, at least one manumission requires child-rearing in addition to “the other things in accordance with the laws on *apeleutherosis*”¹⁸² (and it does not stipulate *paramone* at all). This suggests that child-rearing was not among the default obligations that freedpersons owed their manumitters. Most importantly, Diophantos “freed a slave Agathopous, who has been released from the *apeleutherotika dikaiia*. And he will remain by his birth mother Akte for the duration of her life, or else pay her 300 denarii”; if it was possible for Agathopous to be released from the legal procedure applying to freedmen and yet be subject to *paramone*, then *paramone per se* cannot have been the default obligation that a freedman owed to his manumitter.¹⁸³ What we encounter at Kalymna, then, is a much richer menu of obligations than Segré posited. The “freedmen laws,” whatever they were, appear to have imposed on freedmen certain restrictions, which might or might not be waived. Some manumissions were to be executed only on completion of *paramone*, others on the production and delivery of children, others when both conditions had been met. Nevertheless, as complicated as the procedure at Kalymna could be, on the fundamental sequence of events it was consistent with practice elsewhere: first *paramone*, then freedom.

¹⁸⁰ *Tit. Cal.* p.169–80; Babakos 1964 and 1966 thought that the freedmen laws governing manumission at Kalymna and in Thessaly provided for *paramone* as a default effect of manumission. Zelnick-Abramovitz 2005: 303 urges that the operative laws at Kalymna were likely as vague as those at Athens. On manumission in Thessaly, see Zelnick-Abramovitz 2013.

¹⁸¹ E.g., *Tit. Cal.* 155, 171, 175, 176, 183, 184, 188, 191, 194, 197.

¹⁸² *Tit. Cal.* 158, quoted above.

¹⁸³ *Tit. Cal.* 168.2–4: ἡλευθέρωσεν παιδίον Ἀγαθόποδα ἀπολελυμένον Δ | τῶν ἀπελ[ε]υθερωτικῶν δικαίων· παραμενεῖ δὲ τῇ φύσει μη|τρὶ Ἀκτῆ τὸν τὰς ζωᾶς αὐτῆς χρόνον, ἢ ἀποδώσει αὐτῇ δη(ἄρια) τ. It stretches δὲ, I think, to understand, “released from the *apeleutherotika dikaiia*, except that he will remain by his birth mother.”

A single clause in a single manumission, however, could appear to run contrary to that pattern. Phileinos “made Tyche free, on condition that she will rear a two-year old male slave for Phileinos and will remain by Phileinos, son of Theuphilos, and Kallistrate, daughter of Theuphamos, son of Piston, who raised her, on condition that she will remain ... and not displease them, and that she will do all that is commanded, as many things as she used to do as a slave (ποιήσει δὲ πάντα τὰ προστασόμενα, ὅσα καὶ δουλεύουσα ἐποίει), till the end of their lives.”¹⁸⁴ This seems to suggest that she used to be a slave and now, during the term of her *paramone*, was not. But the meaning of this phrase is not obvious, and in the translation above I have omitted καί, which must go either with δουλεύουσα or with ἐποίει. If we take καί with ἐποίει then the clause seems to state that Tyche “will do as many things as she also used to do, when she was a slave.” In other words, what she did when she was a slave she will continue to do now, when she is free. If this interpretation is right then some manumissions from Kalymna appear to have broken with the tradition that we see everywhere else and subjected freedmen to *paramone*; they would in this regard be partly compatible with scholarly consensus, in a way that few if any manumissions were. But if καί goes with δουλεύουσα, as position might suggest, then Tyche “will do as many things as she used to do, when she was also a slave.” That is, what she used to do she will continue to do, a slave then as now. Perhaps inelegant, but this must be right, for the requirement to “do all that is commanded” is one of the terms of Tyche’s manumission: ἐποίη{ι}σε ... ἐλευθέ|ραν, ἐφ’ ᾧ θρέψει ..., καὶ παραμενεῖ..., ἐφ’ ᾧ παρα|μενε[ῖ κ]αὶ . . . μὴ {ι} ἀχαριστή{ι}σ<ε>ι αὐτοῖς· | ποιήσει δὲ πάντα τὰ προστασόμενα. She was to be free on condition that she rear a child and remain and not displease and do as ordered; she met these conditions as a slave, including the performance of everything that she had been accustomed to do previously, when she was also a slave. When all terms were satisfied, she would be free. Under this interpretation, the clause sounds a note of caution that we heard at Delphi, where one sale stressed that a slave was to perform *paramone*, “slaving nevertheless” (δουλεύ|ων καθὼς καὶ ὥς); this and similar phrases emphasized that the promise of future freedom did not alter a slave’s current legal status.¹⁸⁵ This phrase at Kalymna, I urge, stressed the very same. Tyche performed *paramone* in servitude.

¹⁸⁴ *Tit. Cal.* 155.2–11: Φιλῆινος | Θευφίλου ἐποίη{ι}σε Τύχην ἐλευθέ|ραν, ἐφ’ ᾧ θρέψει παιδάριον διετὲς ἄρ|[ρεν Φιλ]εῖνῳ, καὶ παραμενεῖ Φιλεῖνῳ | [Θε]υφίλου καὶ τῆι θρεψάσῃ Καλλιστράτῃ | τᾶ[ι Θ]ευφάμου τοῦ Πίστωνος, ἐφ’ ᾧ παρα|μενε[ῖ κ]αὶ . . . μὴ {ι} ἀχαριστή{ι}σ<ε>ι αὐτοῖς· | ποιήσει δὲ πάντα τὰ προστασόμενα, ὅσα καὶ δουλεύουσα ἐποίει ἄχρι ζωᾶς αὐ|τῶν.

¹⁸⁵ *SGDI* II 2160.6–7; similar: *FD* III.2 129.7–8; III.3 294.8–10, 329.4–5, 337.2–3; *SGDI* II 2072.21–23, 2092.8–10.

It is tempting to equate the “freedmen laws” with the Athenian rule that required a freed slave to register his manumittor as *prostates*, from whom the freedman could not “depart.” But we scarcely know what this meant at Athens, and if we are right that at Kalymna *paramone* and child-rearing were not merely the default requirements of these freedmen laws, then we scarcely know what these laws meant at Kalymna. Anyway, in no case at Kalymna is a freedman’s liberty treated as conditional in the sense of revocable: there is no hint of a threat of reenslavement. And in no case is it treated as partial: not one of the texts from Kalymna permits corporal punishment befitting a slave—we see only monetary fines. In these ways, conventions at Kalymna may seem rather more liberal than what we find elsewhere. On the other hand, manumittors there seem to have been more ambitious when it came to tying manumission to a wider menu of conditions (perhaps a late evolution); whether the “freedmen laws” imposed constraints beyond Delphic or Athenian conventions, we do not know. In one crucial dimension, however, the manumissions at Kalymna are in harmony with practice elsewhere: a person was either free or a slave; not one of the freedmen produced there appears to have been conditionally free, half-free, or anything like that. Nothing in the manumissions or in what little we can surmise of the “freedmen laws” alters the fundamental and widespread legal conception of liberty and servitude as binary states.

CONCLUSION

The variety of mechanisms by which ancient slave owners manumitted their slaves with *paramone*—whether sale, dedication, will, or outright manumission—were not elaborate fictions, but orderly procedures that show a remarkable similarity over time and space with regard to their conception of liberty, service, and the compatibility of the two. At Delphi and elsewhere, those who were freed on condition of *paramone* performed it in full legal servitude, as Bloch and some of the earliest students of the Delphic sales suspected. The philosophers’ wills recorded in Diogenes Laertius are consistent with the epigraphic evidence. The mechanism that we hear of twice in Athenian literary sources bears little resemblance to the vast majority of sales, dedications, and manumissions with *paramone* that survive on stone, although a version of it may be attested in an inscription from Hellenistic Macedonia. The archive of manumission records from Kalymna attests to a complicated range of practices, none of which treats liberty as conditional or halved. Thus, over the rich and diverse landscape of manumission practice one fact looms: the sources show no indication that Greek polities recognized a legal state of half-freedom, half-slavery, or any such hyphenated oddity.

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