

RADBOUD UNIVERSITEIT

Master's Thesis Eternal Rome

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Foreign Merchants in the Sulpicii and Jucundus Archives

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Introduction

Research subject

In the Roman world, virtually the only monetary instrument consisted of minted coins. That does not mean that the Romans always paid in cash, nor that they were always forced to move about with large quantities of coins. Throughout antiquity, members of the elite and the wealthy people would lend money at interest. At the end of the Roman Republic and under the Principate, many of the senators and knights were open to this source of income on either an occasional or a regular basis. It was not prohibited. But this still could not be described as banking. As Jean Andreau say ‘banking is a term to be applied only where a professional makes use of the money from the deposits that he receives’.¹ A banker participates in more commercial activities than just money lending; he also exercises a commercial profession which consisted of receiving and holding deposits for an indefinite or for a fixed term and then lending the funds available to third parties, thereby acting as a creditor.² The most important sources for researches on the topic of banking in the Roman world came from the Campania region in Italy. Before the eruption of Mount Vesuvius in 79 AD two cities in the Bay of Naples, Pompeii and Puteoli, were important commercial centres.

Puteoli was a Roman colony (since 194 BC) and a major entrepôt as well as a manufacturing centre. A steady flow of luxury goods like silk cloth, perfumes, spices, dyestuffs, papyrus, linen, and glass among other merchandise passed through the port. However, the most important function of Puteoli was supplying Rome with slaves and grain which were imported from Egypt and the African provinces by sea, and then transported to the capital by land.³ The grain trade period was a seasonal event and a new season, which included the arrival of the grain fleet. was a big event. For Puteoli, it meant an influx of who conducted their business in the city. Among such people, we can mention grain dealers (*frumentarii*), merchants (*mercatores*), traders (*negotiatores*) shippers (*navicularii*). Local establishments such as Puteoli’s shops bars, brothels, and banks benefited from this period. For bankers (*argentarii*) it was at this time that they would grant loans and arrange new financial transactions.⁴ Trade did not play such a big role in Pompeii; manufacturing (textile industry) and agriculture (especially wine growing) were more important here. However, as any sizable town in Roman Italy, and Pompeii was among such, bankers were easily found in the forum on market day where they organised auction sales.⁵ As an analysis of the Jucundus archive will show this definitely was the case in Pompeii. Bankers provided cash for buyers to pay for goods and were the middleman in case vendors wanted to receive money without having to wait until the buyer came up with it. Short-term (one or few days) credits were interest-free and long-term (up to several weeks) were charged with interest.⁶

¹ Andreau, Jean, *Banking and Business in the Roman World* (Cambridge, 1999) p. 2.

² *Ibid.*, p. 2.

³ Jones, David , *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006) pp. 25-26.

⁴ *Ibid.*, p. 27.

⁵ *Ibid.*, p. 79. More about economy of Pompeii read: Jongman, Willem, *The Economy and Society of Pompeii* (Amsterdam, 1988).

⁶ Jones, David, *The Bankers of Puteoli*, p. 79.

Fortunately for us, the eruption of Vesuvius preserved wooden tablets belonging to the banking houses in mentioned cities. The Sulpicii (from Puteoli) and Jucundus (from Pompeii) archives consist of records from activities of two families (Sulpicii and Jucundus respectively) who were bankers. In these records, we meet grain dealers, merchants, shippers and their agents, well-to-do women, freedmen, slaves, the bankers themselves and foreigners. This study will focus on the latter social group in mentioned archives because it seems that foreigners who participated in commercial activity are often a left out topic or do not receive enough attention it deserves in the context of economic, social and legal Roman history.

For most people, topics about merchants and their activity in Ancient Rome are associated most strongly with the economic history. While it is not deniable, historical researches on the topic of merchants are not limited to the boundaries of economic history. It often also touches upon the fields of legal and social history. Merchants activity is often regulated by all kinds of laws and other legal circumstances; because of that research on merchants cannot escape the field of legal history. Social history must also not be forgotten when dealing with the topic of merchants, especially foreign merchants as in this case. Merchants did not belong to the ruling elite class. A significant amount of them were actually freedmen. Merchants belonged to the middle class and engaged in commercial activity. On some occasions, merchants became very rich and influential which encouraged some members of the elite to also participate in a commercial activity, although for them it was an honorable way to earn money because they were men of rank (*dignitas*) and they should stick with the exploitation of landed estate.⁷ In these cases, a collision between two social classes can be seen. Another aspect of social history directly concerning the topic of this study is foreign and non-citizen (*peregrini*) merchants who were trading within the Romans, in particular at the port of Puetoli and Pompeii, but faced different legal treatment than Roman citizens. The topic of foreign merchants' legal treatment in the contracts preserved in the Sulpicii and Jucundus archives could be fully uncovered only when working within the context of the economic, legal and social history of Rome.

Research question

As stated by Peter Temin the Roman contractual forms could only be used by Roman citizens, at least in theory. This means that the majority of Rome's provincial subjects (such as foreign merchants) should be excluded from contracts. But, as the tablets of the Sulpicii and papyri of Egypt reveal, the actual practice was fairly indiscriminate in business agreements involving non-Romans and many contracts were hybrids of Roman and Greek usages.⁸ At some point, as Roman influence in the Mediterranean world expanded, Greeks in some ways, began to adopt or imitate Roman business practices.⁹ Reasons, why this happened, can be speculated from the own initiative of Greeks to impose of such practices by Roman government. Dominic Rathbone gives an example

⁷ D'Arms, John H., *Commerce and social standing in ancient Rome* (Cambridge; 1981) pp. 44-45.

⁸ Temin, Peter *The Roman Market Economy*. Princeton Economic History of the Western World Hardcover, (Princeton, 2013) p. 169.

⁹ Rathbone, Dominic, Merchant Networks in the Greek World: The Impact of Rome, in: *Mediterranean Historical Review*, Vol. 22, No. 2, December (2007), pp. 309–320, p. 315.

of such change in the practice of auctions of slaves. According to him original Greek practice of this was that the payment at sales and auctions had to be immediate and direct to effect the transfer of ownership (at least in theory, we cannot say whether or not it always was like this). The Roman sellers on the other hand often contracted collection of the price due to a *coactor* (collector). By the time of the late Republic, most auctions relied on the presence of collectors, who also functioned as bankers and lent money to purchasers and could make paper payments through their clients' accounts.¹⁰ Rathbone points out that auctions of slaves and other cases of a merge of Greek and Roman business practices has a common element – the involvement of banks.¹¹ The banks could produce contracts in accordance with Roman or hybrid formula according to needs of bank's clients. The strict use of Roman legal forms was not required even though party or parties in the transaction were not Roman citizens. However, the majority of the contracts are Roman-style and it is thought that such contracts were preferred by bankers for transactions which crossed provincial boundaries.¹² Knowing all this helps to better understand the research question of this study: On which laws (Roman, Greek) did foreign merchants in the Sulpicii and Jucundus archives rely on?

The main goal of this study is to identify whether foreign merchants, as well as freedmen of foreign origin, are a party in the contracts preserved in the Sulpicii and Jucundus archives and to identify in accordance to which legal customs (Roman or Greek) the documents were made. Hopefully, this study will expand the historiography on the topic of foreign merchants in Roman World. The need for this could be illustrated by David Noy's monograph *Foreigners at Rome. Citizens and Strangers*, in which the author talks about foreigners commercial activities (trade and business) in three measly pages.¹³ This study would also add a new social dimension to an already quite well-examined sphere of banking and business in the Roman world. Participation in this activity of all social classes in the Roman world is widely described but foreign merchants are still mostly left out. Most importantly, this study will bring new light to the research of Roman law and its treatment of foreigners or *peregrini*. This study will look at the widely known and examined sources from a new perspective, in somewhat similar fashion as Éva Jakab did in her article *Financial Transactions by Women in Puteoli*.¹⁴

Status Quaestionis

In historian works, Sulpicii and Jucundus archives are mostly referred to in the context of banking history in the Roman world. Foreigners in these archives rarely receive any attention. In general, the topic of merchants, foreign merchants even more so, in ancient Rome are also almost never the main focus of scientific studies. The topic of merchants is mostly just a little piece in the big historical debate about the economic concept of Ancient Rome. For these reasons, the topic of this

¹⁰ Ibid., p. 315.

¹¹ Ibid., p. 316.

¹² Ibid., p. 316.

¹³ Noy, David, *Foreigners at Rome. Citizens and Strangers* (London, 2000) 114-117.

¹⁴ Jakab, Éva, *Financial Transactions by Women in Puteoli*, in: Paul J du Plessis (ed.) *New Frontiers: Law and Society in Roman World* (Edinburgh University Press, 2013) 123-150.

study is very specific and not well represented in scientific literature. Works which touched this topic directly did not analyse it in such a scope and detail as in this study. However, even if most of the works do not directly address the subject of foreigners in the archives (or very limited) they provide important background information or useful links and references.

In her article *the Concept of Commercium in the Roman Republic*, Saskia T. Roselaar directly addresses a few of the issues this study is investigating, namely what legal sources regulated merchant activity and Roman laws dealing with an international trade involving non-citizens (*peregrini*).¹⁵ The author states that during their conquest of the Italian peninsula, the Romans devised various legal instruments to regulate their relations with people who did not possess Roman citizenship, including trade. It is often assumed that the main instrument devised by the Romans to regulate trade with *peregrine* was the *ius commercii*, which might be translated literally as “right to trade”, although in sources the term *commercium* is used much more often. In the historiography,¹⁶ it is traditionally assumed that *commercium* was a right which could be granted to non-citizens, and which permitted them the use of certain legal instruments related to trade, otherwise only available to citizens. Roselaar investigates the commonly held belief among modern scholars that *commercium* was essential for trade between Romans and *peregrini*¹⁷ and comes to the conclusion that the number of people enjoying *commercium* was much smaller than had been assumed by many scholars, but also that it was much less important in trade than is often thought. The absence of *commercium* did not form an obstacle for economic integration between Romans and *peregrini*.¹⁸ In her article, the author touches on many interesting topics from mostly the Roman Republic period (right to trade, its restrictions, commercial relations with outsiders) but steps into the Imperial period very briefly. Her article is important to this study because it describes the role of *peregrini* and its treatment in the Roman world, and that is a direct concern of this study. However, this article is not often referred to in this study; it refers to our analysed sources only once (Sulpicii archive), but it gives invaluable background information on the subject of foreign merchants and in my opinion, this work should be regarded as a starting point to any study of the similar subject.

In the article *Financial Transactions by Women in Puteoli* written by Éva Jakab, the author focuses on some of the ways, recorded in the Sulpicii archive from Puteoli, in which women participated in business in ancient Rome¹⁹. This is just a part of the bigger picture which the author had chosen to examine - that being the issue of the role of women in Roman life and Roman law. She discusses how this topic was viewed in classical works of the nineteenth century²⁰ stating that ‘most of the famous lawyers could not help looking at the ancient sources with a certain prejudice, originating

¹⁵ Roselaar, Saskia T., *The Concept of Commercium in the Roman Republic*. *Phoenix*, Vol. 66, No. 3/4 (Fall-Winter/automne-hiver 2012), 381-413.

¹⁶ Stockton, D., *The Gracchi* (Oxford, 1979) p. 125; Keaveney, A., *Rome and the Unification of Italy* (London, Sydney, 1987) pp. 3, 22, 48–49; Lintott, A., *Judicial reform and land reform in the Roman Republic* (Cambridge, 1992) p. 22; Mouritsen, H., *Italian Unification: A Study in Ancient and Modern Historiography* (London, 1998) p. 92.

¹⁷ Roselaar, Saskia T., *The Concept of Commercium*, p. 381.

¹⁸ *Ibid.*, p. 409.

¹⁹ Jakab, Éva, *Financial Transactions by Women in Puteoli*.

²⁰ Jhering, R. von, *Geist des römischen Rechts auf den verschiedenen Stufen seiner Entwicklung* II, 4th edn (1850); Dernburg, H., *Pandecten I. Allgemeiner Teil und Sachenrecht*, 5th edn (1896).

in the morals of their own age²¹. She addresses the fact that law develops, new legislation usually follows an earlier development in legal life, and that means the legislator satisfies a certain demand created by social and economic changes.²² This creates the tension between the 'law in books' or 'law in codex' and the 'law in action'. Jackab's goal in her article is to sketch a new picture about women and their financial transactions, focusing on the sources from 'real life'. Her article for this study is very important because it uses the same source (Sulpicii archive) as it will be used in this research and therefore gives a great description of it. Some cases analysed in her work matches those which will be analysed in this study as well (namely those involving a *peregrine* woman named Euplia the Melian) and therefore this article gives much valuable information about those cases. Another thing is that this article serves as sort of an inspiration for this study and as an example of how new and unique conclusions could be made out of a well-researched and examined source, which ultimately is the goal of this study as well.

French historian Jean Andreau is one of the most meritorious authors to this study concerning his research with both main sources of this study (Sulpicill and Jucundus archives). In his first monograph *Les affaires de Monsieur Jucundus* he made a detailed research of Jucundus archive.²³ He constantly refers to this work in his other study - *Banking and Business in the Roman World*. In this work, Andreau has tried to adopt two parallel and complementary lines of procedure. One of them is to distinguish between the various groups of financiers and also between banking and other business affairs. The other one is to consider in general all financial activities, banking included, in order to see how they interacted or were complementary²⁴. He states that over the past two centuries historians have been divided over how to interpret the ancient economy. Two approaches had developed and the representatives of these are often labeled 'modernists' and 'primitivists'. Modernists, such as M. I. Rostovtzeff, are certainly aware that the ancient economies were different from those of the nineteenth and twentieth centuries, but they are inclined to minimize the importance of those differences. They are convinced that modernization and the Industrial Revolution could have come about in antiquity.²⁵ 'Primitivists,' such as M. I. Finley, think, on the contrary, that the ancient economy suffered from intrinsic limitations that made it impossible for it to produce any kind of industrial revolution.²⁶ B. B. Price from York University in review for Andreau's monograph is very positive towards this work saying that the whole work provides an informed study of Roman banking and business for those in disciplines related to the linguistic and historical study of antiquity, particularly economic historians of medieval and early modern Europe.²⁷ Both of Andreau's works mentioned here are important and frequently referred to in this study. *Banking and Business in the Roman World* covers the much broader subject of banking in the Roman world and therefore analysis of the

²¹ Jakab, Éva, *Financial Transactions by Women in Puteoli*, p. 124.

²² *Ibid.*, p. 125.

²³ Andreau, Jean, *Les affaires de Monsieur Jucundus*, in: *Rome: École Française de Rome* (19), 1974. pp. 3-390.

²⁴ Andreau, Jean, *Banking and Business in the Roman World*, p. 5.

²⁵ Rostovtzeff, M. I., *The Social and Economic History of the Roman Empire*, 2 vols. (second edition, first in 1926) (Oxford, 1957).

²⁶ Andreau, Jean, *Banking and Business in the Roman World*, p. 6.; Finley, M. I., *The Ancient Economy* (London, Berkeley) 1973.

²⁷ Price, B. B., reviewd work: *Banking and Business in the Roman World* by Jean Andreau and Janet Lloyd, in: *The American Historical Review*, Vol. 106, No. 3 (Jun., 2001), p. 1032

Sulpicii and Jucundus archives is not deep enough to be useful and this study is used only on descriptive matters of the archives. On the other hand, *Les affaires de Monsieur Jucundus* is still regarded as the main study of the Jucundus archive to this day and it is widely used in the second part of this study where I analyse the Jucundus archive. It provides needed information about foreigners and freedmen of foreign origin in this archive.

Very important for this study is David Jones's monograph *The Bankers of Puteoli: finance, trade and industry in the Roman world*. This work is divided into two parts and the first part explores the Murecine (now better known as Sulpicii) archive. Here he reconstructs the commercial life which was happening at the port of Puteoli. Throughout this book, Jones tries to solve one thing. He states that ancient sources indicate that the landowning elite (senators, equestrians, and municipal notables), who held the major share of Rome's wealth, avoided investing in commerce. For these reasons, Jones tries to answer how all this activity had been financed if neither bankers nor the landed gentry invested in trade and industry.²⁸ In the second part, to answer this, he goes beyond Sulpicii family affairs and investigates the financing of three major sectors of the Roman economy: shipping ventures, public works projects, and partnerships set to collect the state's taxes. However, this second part does not concern us that much since it does not deal with sources of our interest, unlike the first part, which is entirely dedicated to that. Furthermore, a reviewer of this monograph, Claire Holleran from King's College London, notes the lack of engagement between the different sections, which almost results in two separate books: Part 1, 'The Bankers of Puteoli', followed by Part 2, 'Finance, Trade and Industry in the Roman World'.²⁹ In viewing the Sulpicii family members as professional bankers involved in a range of financial activities, Jones follows Camodeca, whose view is disputed by scholars such as Andreau, who considers the Sulpicii to be moneylenders (*faeneratores*).³⁰ In his distinction between the professional bankers and the wealthy elite, Jones mostly follows the line of Andreau. Rather than compelling him to modify his views on the links between professional bankers and the elite, as Andreau anticipated, Jones's interpretation of the Murecine archive rather confirms and strengthens the distinction. The author ends by suggesting that the reluctance of the elite to engage directly in banking was a major factor limiting long-term growth in the Roman economy.³¹ Although Claire Holleran thinks that not everybody will accept this conclusion, namely Rathbone and Temin who emphasize the ubiquity of banks in Rome and Italy and the aggregate value of the financial activities of these groups, and argue for a less rigid distinction between professional bankers and elite financiers, pointing to evidence that suggests elite interaction with professional banks.³² This monograph greatly benefits this study not only because of detailed analysis of one of the main sources used in this study but also because of the English translation provided for many cases depicted in the Sulpicii archive. This came in handy because an English translation of the Sulpicii archive made by Greg Rowe,

²⁸ Jones, [David](#), *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006) p. 7.

²⁹ Holleran, Claire, reviewed work: Jones, [David](#), *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006), in: *The Classical Review* vol. 58 no. 2 (2008) pp. 538-539.

³⁰ Andreau, Jean, *Banking and Business in the Roman World* (Cambridge, 1999) p. 76.

³¹ Jones, [David](#), *The Bankers of Puteoli*, p. 246.

³² Holleran, Claire, reviewed work: Jones, [David](#), *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006), p. 539.

which is mostly used in this study, do not contain translations of all the documents needed for this study, and Jones's translations were used those cases.

Equally - if not more - important to this study is a monograph by Taco Terpstra named *Trading Communities in the Roman World. A Micro-Economic and Institutional Perspective*. In his monograph Terpstra is trying to investigate how trade operated in the Roman Empire under conditions of imperfect government enforcement (no use of physical actions to enforce private contracts) and imperfect information (due to slow travel of information) and to achieve this he looks at it through the lenses of micro-economics and studies of institutions.³³ He argues that such information regarding trades circulated within small but far-reaching groups. Such groups were defined by geographical origin shared by members of those groups or the loss of a member's reputation or trading position within the group, this formed the instrument of contract enforcement.³⁴ One of the locations where Terpstra examines trading communities is Puteoli. He tries to promote the idea that Puteolan communities mostly relied on Roman law for economic interactions and conflict solving. As Terpstra himself says: 'the rules of the Roman imperial legal system had become deeply embedded as a social convention, creating further behavior that conformed to that particular convention.'³⁵ Candace M. Rice, who wrote a review of Terpstra's monograph, evaluated his ideas (Trading communities based on shared geographical provenance facilitated communication between trading parties; Same communities created a reputation-based network that provided social and institutional pressure to maintain good business behaviour among its members) as a movement away from common ideas of other scholars who think that arguments among community members were solved mostly through the use of dependent labour.³⁶ The biggest contribution of this monograph to this study is a chapter in this book called *Individual Legal Responsibility; The Murecine Tablets*. This is the only broader specified study of foreigners in the Sulpicii archive and therefore it is precious for my study. I will expand the scope of Terpstra's analysis by adding freedmen of Greek origins to the picture as well as incorporating analysis of more cases and thoughts of more authors and I will express my opinion about Terpstra's statement 'that non-citizen outsiders in Puteoli used Roman law both in contracting and in litigation, where necessary in a somewhat modified form.'³⁷

As I stated before, the topic of foreign merchants in the Sulpicii and Jucundus archives could be fully uncovered only operating within the context of the economic, legal, and social history of Rome. As can be seen from the provided overview of historical research, this study does exactly that. For this reason, it would be hard to extract a unified historiographical debate which this study would follow since the topic of this study is so specific and connects few spheres of ancient Roman history. Many authors contributed to this study, not only those mentioned here, but others too, who will also be used in this study. However, only Terpstra could be distinguished here. Whereas for

³³ Terpstra, Taco T., *Trading communities in the Roman world: a micro-economic and institutional perspective* (Boston, 2013) p. 1.

³⁴ Terpstra, Taco., *Trading communities in the Roman world.*, p. 2.

³⁵ Ibid.p., 2.

³⁶ Rice, Candance M., reviewed work: Terpstra, Taco T., *Trading communities in the Roman world: a micro-economic and institutional perspective* (Boston, 2013), in: *Journal of Roman Studies* v105 (2015-11-17) pp. 395-397.

³⁷ Terpstra, Taco., *Trading communities in the Roman world.*, p. 93.

other authors foreigners in the Sulpicii and Jucundus archives are just examples of different circumstances for transactions, Terpstra puts them up front in separate chapter even though just for six pages. But it was enough to make conclusions and start a new separate and focused historical debate on which, hopefully, this study will be the next important position.

Method

In this study will analyze Sulpicii and Jucundus archives and identify which cases are relevant to this study (those which involves foreign merchants or *peregrini* and freedmen or foreign origin). After that, those cases will be examined, with special attention paid to identifying whether foreign merchants are a party in the contracts from the archives and to identify which law (Roman, Greek) they seem to rely on or if the contract is in any way affected by the foreign law. To do so I will try to find whether those situations are reflected in the texts of *Digest* or *The Institutes of Gaius*. The contribution of other historians to the subject of foreigners in the Sulpicii and Jucundus archives also will be widely used.

Structure wise, this study is divided into two parts, with both archives analyzed separately. In each part, at first, I will give a detailed description of the archive describing circumstances of how it was found, its physical features, content, and publications. This will be followed by an analysis of the respective archive. There will be no separate part for comparison of both archives. This decision was made due to different nature and given information from the archives since the Sulpicii archives record a vast variety of contracts and the Jucundus archive mostly focuses on auctions. These archives rather supplement each other than could be compared.

Sources

Primary sources used in this study could be divided into few categories. The first and the most important category is, of course, the analysed archives. The Sulpicii and Jucundus archives are the cornerstone of this study and one of the main sources in researches of Roman banking history in general. I will not talk about them explicitly here, but both parts of this study contain a detailed description of both archives respectively. Another category is Roman legal texts found in collections of such texts named *Digest* and *The Institutes of Gaius* respectively. Both collections contain laws and legal regulations from second century AD. The *Digest*³⁸ was part of all known Roman laws codification known as *Corpus Juris Civilis* which was ordered by Byzantine emperor Justinian I in the first half of the sixth-century. *The Institutes of Gaius*³⁹ was written in 161 AD by Roman jurist Gaius and was meant to be an introductory textbook of legal institutions divided into four books. Both of these legal sources are used in this study to identify whether analysed cases in the archives follows Roman legal practices. The last category could be called ‘others’ and contains only one source. It is a poem called *Satire III* written by ancient poet Juvenal (late first century-

³⁸ Watson, Alan, *The digest of Justinian* (Philadelphia, 1998).

³⁹ Gaius & Zulueta, Francis de (ed.), *The Institutes of Gaius. Part I* (Oxford, 1946),

early second century).⁴⁰ This work here is used to give one example of how wealthy foreigners could surpass Roman citizens in a certain situation.

⁴⁰ Juvenal & Mayor, John E. B. (ed.), *Thirteen Satires of Juvenal. With a Commentary. Volume 1* (London, 1872; Cambridge university press 2010 edition).

An analysis of the Sulpicii archive

The Sulpicii archive. A general description of the archive

In 79 A.D., after centuries of inactivity, Mount Vesuvius erupted in southern Italy taking by surprise the lovely Campanian landscape with its flourishing small towns, profitable agricultural farms and fashionable country houses. Mount Vesuvius dominated the bay of Naples and its eruption devastated the prosperous Roman cities of Pompeii and Herculaneum, killing thousands in the process. This natural disaster wiped out all life in a zone of 10 to 20 km.⁴¹ However, the impact of these forces of nature was to prove lucky for later generations, especially for archaeologists, historians, and legal historians. That is because this area became ‘frozen in time’ as the valuable evidence of ancient culture remained mostly untouched, covered with a thick coating of petrified volcanic lava and ash.⁴² This (un)fortunate event also helped to survive the sources analysed in this thesis. One of them is the Sulpicii archive.

In 1959, while the autostrada linking Naples and Salerno was under construction, workmen discovered the remains of an ancient villa about 600 metres to the south of the Stabian Gate of Pompeii and was partially excavated. Under pressure from the road contractors, the archaeologists could uncover only a small part of the structure. What they found were five elegantly decorated *triclinia* opening up onto the little garden. In one of those *triclinia* they found a wicker basket containing a large collection of writing tablets. Wood is usually not preserved in Pompeii, for that reason this find was, therefore, remarkable. What had helped conserve perishable materials in this villa was the relatively wet condition of the soil. This area once lined the bank of the Sarno River, and in all likelihood formed part of the river harbour. The volcanic deposits from the eruption have changed the course of the river and have pushed out the ancient coastline, but in this relatively low-lying part outside Pompeii, the high water table still makes the soil poor in oxygen. This fortunate circumstance had helped to seal and preserve the ancient wood.⁴³

A number of objects found in the *triclinia* show that in AD 79 the building, which probably had been severely damaged in the earthquake of AD 62 was still being repaired. In one of the *triclinia* a *tesserae* of mosaic was discovered along with some earthenware plaques and a fragment of marble. In the other *triclinium* the remains of a boat, an iron anchor, and some oars, as well as a wicker basket containing the lacquer-covered writing tablets mentioned before. All these objects had been stored provisionally in the *triclinia* for the duration of the repairs to the building.⁴⁴ The

⁴¹ Sigurdsson, Heraldur, The environmental and geomorphological context of the volcano, in: John J. Dobbins & Pedar W. Foss (ed.) *The world of Pompey* (New York: Routledge, 2007) pp. 43-62. For more information also look: Cooley, Alison E., & Cooley M. G., *Pompeii and Herculaneum. A Sourcebook* (London; New York: 2014, second edition) pp. 38-57; Meller, Harald & Dickmann, Jens-Arne, *Pompeji-Nola- Herculaneum: Katastrophen am Vesuv* (München; 2011). (in German)

⁴² Jakab, Éva, Financial Transactions by Women in Puteoli, in: Paul J du Plessis (ed.) *New Frontiers: Law and Society in Roman World* (Edinburgh University Press, 2013) 123-150, p. 127.

⁴³ Terpstra, Taco T., *Trading communities in the Roman world: a micro-economic and institutional perspective* (Boston: Brill, 2013), p. 11-12.

⁴⁴ Andreau, Jean, *Banking and Business in the Roman World* (Key Themes in Ancient History) (Cambridge: Cambridge University Press, 1999), p. 71.

building in which the cache of documents was housed has been variously described as a private villa, the offices of a commercial company or a trade guild, or even as an inn.⁴⁵

The Romans usually used wooden tablets (*tabulae*) to set up their legal documents. It is speculated that this special Roman type of preserving evidence might have had some sacral roots.⁴⁶ One side of a thin, small wooden tablet (their usual size was approximately 10 x 15 cm) was slightly indented and covered with a wax (or shellac) coating set into the rectangular indentation. The scribe wrote with a metallic pen (called a *stylus*) on the waxed surface. It is obvious that this technology was imperfect, and could not be trusted to offer infallible proof before a court: the wax might have been warmed up and the letters could easily have been erased or 'corrected' by someone who did not flinch at forgery. Notary practice developed two types of *tabulae* to avoid such tricks: the *diptychon* and *triptychon*. A *diptychon* consists of two tablets, a *triptychon* of three. In each type, the legally relevant text was written on the two interior wax faces, then closed by a string and sealed by witnesses. The seals shall not be broken or cut unless before the court.⁴⁷

Predictably, after almost 1900 years in an anoxic environment, such wooden tablets started to deteriorate quickly once they were exposed to the outside air. The immense importance of the find was obvious to the archaeologists, and they tried to preserve the tablets as best as they could. Regrettably, attempts to seal a number of them in a paraffin and paraloid coating turned out to be disastrous; the tablets, still containing some moisture, 'sweated', and their wax covering flaked off, utterly destroying the writing. Unable to stabilize the condition of the tablets, the archaeologists took photographs of them, and this set of (mostly) high-quality pictures now forms the basis for our knowledge of the tablets' content. The collection as we now have it consists of 127 documents, although many are incomplete and some show no more than a name or a few words.⁴⁸ Although according to Éva Jakab the archaeological report originally mentioned almost 300 tablets, but there are only 137 items listed in the inventory of the National Archaeological Museum of Naples.⁴⁹ The tablets record various business transactions, mostly relating to loans, and as such, they formed part of an archive apparently belonging to the banking house of the Sulpicii.

This batch of tablets was initially dubbed 'The New Tablets of Pompeii' but as they relate to business conducted in Puteoli, not in Pompeii, that name was subsequently abandoned. They later were now known either as the tablets of Agro Murecine, or of Murecine (the name of the spot where they were found), but now it is mostly referred as the Sulpicii archive, as they had been preserved by the Sulpicii family.⁵⁰ In the archive, we find four members of this family: Faustus, Cinnamus, Eutyclus, and Onirus. Faustus and Cinnamus are mentioned more frequently than the other two. We know from the archive that Cinnamus was the freedman of Faustus and was his

⁴⁵ The use of the building is not the primary concern of this work, for more information on it and some useful references look Terpstra, *Trading communities in the Roman world*, pp. 12-14.

⁴⁶ Jakab, *Financial Transactions by Women in Puteoli*, p. 127.

⁴⁷ *Ibid.*, p. 127. For more information on such tablets look: Jones, David, *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006) pp. 11-14.

⁴⁸ Terpstra., *Trading communities in the Roman world*, p. 12.

⁴⁹ Jakab, *Financial Transactions by Women in Puteoli*, p. 128.

⁵⁰ Andreau, *Banking and Business in the Roman World*, p. 71.

agent (*procurator*), while Faustus himself and Onirus supposedly could have been the sons of the freedman C. Sulpicius Heraclida. Since Faustus appears in the tablets thirty-five years prior to Onirus' first mention, Onirus could also have been Faustus' son instead of his younger brother. Eutyclus acted as Cinnamus' agent. These freedmen of freedmen and sons of freedmen seem to have been running their financial operations independently; nothing indicates that a Puteolan or Campanian patron was involved in their activities.⁵¹ In historiography, there is no clear consensus what kind of financial operations the Sulpicii carried out in their bank. Jean Andraeu suggest three possible options: 1) the Sulpicii were *argentarii*, professional bankers (or at least one of them, Cinnamus, was a professional banker); 2) they were traders who would also lend money and provide financial services; 3) they were moneylenders (*feneratores*), but not traders (either never traders, or traders no longer, having decided to devote themselves solely to moneylending). The latter one is preferred by Andraeu.⁵²

As mentioned before the archive contains 127 tablets. Of these, 95 are well preserved and the rest (32) are rather heavily damaged. The documents cover a period of 32 years: the oldest dates from the year 29 (or possibly 26) A.D. and the latest 61 A.D. Most of them describe business transactions in the small town of Puteoli, a busy port in the Bay of Naples (located 12 km from Naples and 6 km from Baiae). Thirty-nine tablets deal with legal procedure or arbitration, and fifty-six with legal transactions (loans, receipts, pledges, rents, money transfers). In the first century, Puteoli was the most important and most heavily frequented port for Rome and the whole of Italy. Ships bringing grain from Egypt mostly docked here.⁵³ Among the clients of the Sulpicii, we find tradesmen, shippers, freedmen (the majority of those people in the archive), slaves and peregrines, some of their contracts even had a connection with the imperial family. Later Puteoli was succeeded by the port of Ostia.

There is no clear explanation as to how and why these documents were brought into the above-mentioned villa, close to Pompeii, however, Taco Terpstra tried to look into this issue more closely and some of his thoughts are worth mentioning here. He brought to attention that, the documents do not date from the period just prior the eruption; they date from decades earlier and there were no visible signs of an attempt to save them.⁵⁴ Terpstra states that by the year 79 AD probably all had lost their value as written evidence for concluded transactions, but not necessary because of their age as well as because of other characteristics. Some of the tablets, linked together in 'booklets' of *diptychs* and *trptychs*, seem to have been disassembled in antiquity. The majority of them are missing one or two tablets so that many documents are without their lists of witnesses. Some of the tablets were already at this state at the moment they were stored. This would make their value in court as evidence almost non-existent which indicates that they were not being kept for business reasons (although, the disassembled state of many *diptychs* and *trptychs* could just as well indicate that reuse was the reason these tablets were saved). The room in which they had been

⁵¹ Terpstra, Taco., *Trading communities in the Roman world*, pp. 15-16.

⁵² Andraeu, *Banking and Business in the Roman World*, p. 76. For more information on this matter look: Andraeu, Jean, *Banking and Business in the Roman World*, pp. 75-79; Terpstra, Taco T., *Trading communities in the Roman world*, p. 16; Jakab, Éva, *Financial Transactions by Women in Puteoli*, p. 129, 135; Jones, David , *The Bankers of Puteoli: finance, trade and industry in the Roman world* (Stroud, 2006) pp. 64-78.

⁵³ Jakab, Éva, *Financial Transactions by Women in Puteoli*, p. 129.

⁵⁴ Terpstra, Taco T., *Trading communities in the Roman world*, p. 14.

placed further strengthens that notion; the *triclinia* of the Murecine building were being refurbished during the time of the eruption. The one in which the tablets were found was apparently used as a sort of general storage area containing building material and miscellaneous objects, hardly a place for a current archive to be kept. T. Terpstra thinks that The Sulpicii were seemingly in the process of relocating to Pompeii. Since the villa was undergoing refurbishment, showing little sign of use or wear, this move was perhaps still ongoing when Vesuvius erupted.⁵⁵ Another option is that given the state and age of the archive, the Sulpicii had by that time probably retired from the banking business and these tablets were just the remains of their previous activity.⁵⁶ Even though the importance of the tablets was not that big anymore for the Sulpicii themselves at the time of the eruption, it has great importance for our current researches of the Roman economy. To put it in Jean Andreau's words: 'for once, we have direct evidence of loans being advanced to traders, operations precise examples of which are never found in the literary texts, with the result that some historians have even denied their existence, wrongly concluding that in antiquity credit amounted to no more than consumption loans.'⁵⁷

First partial readings of the tablets were made known to the world in a speedy publication by Carlo Giordano and Francesco Sbordone, though regrettably of rather poor quality. It was Giuseppe Camodeca who advanced new methods and made the greatest progress in reading and re-editing the tablets. He undertook a systematic reading of all the tablets, both those that had already been published and the rest. Noticing that some had been presented separately despite their all relating to the same operation and that other fragments had by mistake been published several times over, under different numbers, he renumbered them all from scratch, preceding the figures by the letters *TPSulp*, *Tabulae Pompeianae Sulpiciorum*. He has devoted several articles to the tablets. In 1999 he produced an excellent revisited publication of the whole archive.⁵⁸ Furthermore, the research of Lucio Bove, Joseph Georg Wolf and John A. Crook is worth mentioning.⁵⁹ From more recent works let's not forget David Jones and another publication of the archive prepared by Joseph Georg Wolf (in German).⁶⁰

Analysis of the Sulpicii archive

For this analysis, I have chosen to work with 16 tablets from the Sulpicii Archive. Most of the tablets are chosen because in a transaction recorded at least one party is represented by a foreigner (*peregrinus*) who did not enjoy the same legal rights as Roman citizens. Few of analysed tablets will involve members of another social class known as freedmen (*libertus*), who technically are Roman citizens but were subjected to a number of legal disabilities in public and private law

⁵⁵ Terpstra, *Trading communities in the Roman world*, p. 14.

⁵⁶ *Ibid.*, pp. 14-15.

⁵⁷ Andreau, *Banking and Business in the Roman World*, p. 74.

⁵⁸ Camodeca, G., *Tabulae Pompeianae Sulpiciorum: Edizione critica dell'archivio puteolano dei Sulpicii* (Rome, 1999).

⁵⁹ Bove, Lucio, *Docimenci di operazioni finanziarie da ll'archivio dei Sidpicii. Tabidae Pompeianae di Murecine* (1984); Wolf J. G., and Crook J. A., *Rechtsurknnden in Vtdgdiiatein aus den Jahren 37-39 n. Chr.*, in: *Abh. Der Heidelberger Akademie der Wissenschaften, Phil.-hist. Kl.* (1989).

⁶⁰ Jones, David, *The Bankers of Puteoli*; Wolf, Joseph Georg. , *Neue Rechtsurkunden aus Pompeji: lateinisch und deutsch = Tabulae pompeianae novae* (Darmstadt, 2010)

respectively.⁶¹ These freedmen were selected because of their name which clearly indicates Greek origins. Not all tablets which contain a Greek origin name will be used in this study because in some cases it is difficult to identify the social status of that person even though they possess three names, characteristic of Roman citizenship. These people might be freeborn (*ingenui*) citizens and therefore not eligible to be used here. For a selection of *peregrinus* and *libertus* used in this study, my starting point was an index of people found in Wolf's translation of the archive.⁶²

In this analysis, I will be using mostly Gregory Rowe's English translation of the Sulpicii archive.⁶³ Unfortunately, Rowe's translation is not without mistakes and does not contain all the tablets used in this analysis (TPSulp 82, 106), in those cases, I will use a translation provided by David Jones.⁶⁴ I also note that to refer to the specific tablet I will be using TPSulp abbreviation, used by Rowe. I will analyse tablets in chronological fashion starting from the earliest one (37 A.D.) to the latest (57 A.D.); three tablets cannot be dated so I will cover them the last. For reason of convenience I am adding a tablet which shows numeration of the used tablets in both TPSulp. And TPN (used by Wolf) abbreviation. It could be found at appendices section of this study.

1) TPSulp. 51 18 June 37

Note in the hand of Gaius Novius Eunus for HS 10,000 in loans at Puteoli on the 14th day before the Kalends of July under the consuls Proculus ad Nigrinus (18 June 37).

Under the consuls Gnaeus Acceronius Proculus and Gaius Petromus Pontius on the 14th day before the Kalends of July (18 June 37), I, Gaius Novius Eunus, have written that I received as loans from Evenus Primianus, freedman of Tiberius Caesar Augustus, who was absent, through his slave Hesychus, and that I owe him HS 10,000 in cash, which I shall return to him when he asks. And Hesychus, slave of Evenus Primianus, freedman of Tiberius Caesar Augustus, stipulated that the HS 10,000 in cash mentioned above, be duly paid in good coin; I, Gaius Novius Eunus, solemnly promised. And for these HS 10,000 I have given as pledge and down-payment (In Jones translation 'earnest', in original *arrabo*) approximately 7,000 modii⁶⁵ of Alexandria wheat and approximately 4,000 modii of chickpeas, spelt, monocopi, lentils in bags, all of which I have in my possession stored in the Bassian public granaries of the Puteolans, which I acknowledge to be at my risk against all force. Transacted at Puteoli.⁶⁶

In this tablet, we meet Gaius Novius Eunus, a grain merchant who lived in Puteoli. He also was a freedman (*libertus*) of Gaius Novius Cypaerus, warehouse manager (*horrearius*). His last name Eunus indicates him, as does his former master, being of Greek origin. This is a loan transaction,

⁶¹Burkowski, Andrew & Du Plessis, Paul J., *Burkowski's textbook on Roman law* (Oxford, 2015) p. 102.

⁶² Wolf, *Neue Rechtsurkunden aus Pompeji*, pp. 153-162.

⁶³ Rowe, Gregory, *The World of the Murecine Archive* (<http://www.unine.ch/antic/RoweFNSRS.htm>) TPSulp Translation.

⁶⁴ Jones, *The Bankers of Puteoli*.

⁶⁵ A *modius* wheat weighed between 6, 5 and 7 kg

⁶⁶ Translation by G. Rowe, *The World of the Murecine Archive* (<http://www.unine.ch/antic/RoweFNSRS.htm>) TPSulp Translation, p. 34.

protected by a “real” contract on its own, also a form of *stipulatio* is used.⁶⁷ In this loan transaction, Eunus is borrowing HS 10,000 from Hesychus, slave of Evenus Primianus (him being a freedman of emperor Tiberius Caesar Augustus). The loan should be repayable on demand and Eunus has pledged as security various foodstuffs - 7,000 modii of Aexandrian wheat and 200 sacks (containing 4,000 modii in all) of chickpeas, spelt, lentils and an unidentifiable commodity known as *monocopus*. All these items are declared to be in Eunus’s possession and are stored in *horea Bassiana*, one of Puteoli’s public warehouses.⁶⁸ Jones notes that the value of the security pledged by Eunus is significantly higher (possibly more than double) than the HS 10,000 he borrowed.⁶⁹ This case is also significant because this is the largest recorded loan (HS 10,000) in the archive made by the depositor and not by Sulpicii themselves.⁷⁰

This contract looks like a typical Roman contract except, as Riggsby notes, the only distinctive thing is the word “*arrabo*” used to name a pledge, which is a Greek noun.⁷¹ This term (also *arra*) refers to a kind of deposit or earnest money which the buyer pays to confirm a contract and pays the rest after the condition of the contract was made (e.g. delivery of the merchandise). In Roman law this was never required, agreement of the parties was enough. The closest thing to *arrabo* in Roman law was a forfeiture clause or a penalty if the deal was not conducted in the agreed time.⁷² However, this device was also used in Roman contracts and even acknowledged and incorporated into Roman legal texts in the *Digest*⁷³, although use if it was not required. In many cases, it was an item and not the sum of money and sometimes part of a deal other than a sale. Riggsby says that strictly following Roman law *arrabo* could be skipped but the fact that it was still used means the term has some (even if minor) legal power in Roman law.⁷⁴ For this study, this is important to note because it shows possible influences of foreign laws to the Roman one in making contracts which were possibly encouraged by the fact that one of the parties was of Greek origin. Although Barbara Abatino, who did an article on the use of *arrabo* in this document⁷⁵ does not even consider such a possibility. According to her, it is related to Greek-Latin bilingualism which affected legal Latin language.⁷⁶ We will meet Gaius Novius Eunus few more times.

2) TPSulp. 52 2 July 37

⁶⁷ Riggsby, Andrew M., *Roman Law and the Legal World of the Romans*, (Cambridge; New York, 2010) p. 245. Riggsby by “real” means, that the contract requires not only agreement, but also the actual handing over of a thing (*res*) p. 133.

⁶⁸ Jones, *The Bankers of Puteoli*, pp. 93-94.

⁶⁹ *Ibid.*, p. 94.

⁷⁰ *Ibid.*, p. 77.

⁷¹ Riggsby, *Roman Law and the Legal World of the Romans*, p 246.

⁷² *Ibid.*, p. 225.

⁷³ Watson, Alan, *The Digest of Justinian* (Philadelphia, 1998), Vol. 2, pp. 60-61 (18.1.35); p. 72 (18.3.6); pp. 72-73 (18.3.8); p. 88 (19.1.11.6).

⁷⁴ *Ibid.*, p. 226.

⁷⁵ Abatino, Barbara, ‘*Pignoris arrabonisve nomine*’ in TPSulp. 51 (TPN43). A case of diglossia?, in: *The Legal History Review* 80 (2012) 311-328.

⁷⁶ *Ibid.*, p. 328.

Note in the hand of Gaius Novius Eunus for loans of HS 3,000, in addition to the other HS 10,000, against a pledge of wheat.

Under the consuls Gaius Caesar Germanicus Augustus and Tiberius Claudius Germanicus on the 6th day before the Nones of July (2 July 37), I, Gaius Novius Eunus, "have written that I received as loans from and owe to Hesychus, slave of Evenus Primianus, freedman of Tiberius Caesar Augustus, HS 3,000 in cash, in addition to the other HS 10,000 in cash which by another note in my hand I shall give to him. Hesychus, slave of Evenus Primianus, a freedman of Tiberius Cessar⁷⁷ Augustus, stipulated that he be duly paid in good coin the HS 3,000 mentioned above; I, Gaius Novius Eunus, solemnly promised. I gave him as a pledge for the whole of this sum 7,000 modii of Alexandria wheat, which is placed in the Bassian public granaries of the Puteolans, on the middle stage in grain-stall 12, and 200 sacks of lentils, chickpeas, monocopi, and flour, which hold 4,000 modii, which are placed in the same grain-stalls, which I place at my entire risk from all danger. Transacted at Puteoli.

Gaius Novius Eunus, Aulus Mevius Iulus son of Aulus tribe Falerna, Cypaerus,..., Gaius Novius Eunus.⁷⁸

In this tablet we meet Gaius Novius Eunus again who receives another loan from Hesychus, slave of Evenus Primianus, but this time it is for HS 3,000. This contract is very similar to the previous one: only a few details are worth mentioning. No additional foodstuff is pledged as security possibly because such a big amount of it was pledged in the previous contract. In this case, Eunus did not state that he possessed the foodstuff as before and gives a specific location of it in the warehouse.⁷⁹ However, most importantly for this study is that in this tablet there is no mention of *arrabo* as in the previous one.

3) TPSulp. 45 2 July 37

Note in the hand of Diognetus⁸⁰, slave of Gaius Novius Cypaerus, for the hire of grain-stall 12 in the Bassians, containing wheat received as a pledge from Gaius Novius Eunus.

Under the consuls Gaius Caesar Germanicus Augustus and Tiberius Claudius Nero Germanicus on the 6th day before the Nones of July (2 July 37), I, Diognetus, slave of Gaius Novius Cypaerus, have written with the authorization of my master Cypaerus and in his presence that I let to Hesychus, slave of Tiberius Iulius Evenus, freedman of Augustus, stall 12 on the middle floor of the Bassian Public Granaries of the Puteolans, in which Alexandrian wheat is stored, which (Hesychus) receives as a pledge today from Gaius Novius Eunus, likewise in the same granaries the lower floor between the columns, which holds in storage 200 sacks of beans, which (Hesychus) receives as a pledge from the same Eunus. From the Kalends of July (1 July) one sesterce each month. Transacted at Puteoli.

⁷⁷ Mistake by Rowe, should be Caesar.

⁷⁸ Translation by G. Rowe, *The World of the Murecine Archive*, pp. 34-35.

⁷⁹ Jones, *The Bankers of Puteoli*, p. 95.

⁸⁰ Should be Diognetus, mistake made by G. Rowe.

Gaius Novius Cypaems, Aulus Mevius Iulius, son of Aulus, of the tribe Falerna, Diognetus, slave of Gaius Novius Cypaerus, Gaius Novius, freedman of Cypaerus Eunus, Irenaeus, slave of Gaius Iulius Senecio, Dignetus, slave of Gaius Novius Cypaerus⁸¹

This is a continuation of the last two contracts but differently, from these two, this one is written by the hand of Diognetus, slave of warehouse manager Cypaerus. In this case, it is a lease agreement for space in the Bassian warehouse already mentioned before. Eunus has rented it to Hesychus, his creditor from which he has already borrowed HS 13,000 and who now wants to have more security and by this to make sure that the pledged goods are in his possession. This contract not only repeats the location of the stored Alexandrian wheat but also contains additional information about the specific location of other stored goods which were pledged to Hesychus. Rent for all this space is HS 1 per month which is purely nominal.⁸² This document is very interesting and important for Roman legal historians who specialise in the law of letting in hiring (*locatio conductio*).⁸³ For this study, it is important because it helps to show that, according to Paul du Plessis, Roman citizenship was never an issue in the law of letting and hiring as it was “*naturalis . . . et omnium gentium*” as stated by the jurist Paul in the *Digest*.⁸⁴ This means that non-citizens and foreigners could be party to contracts of the lease as well, not to mention freedmen, as in this case.⁸⁵ Besides this there are no other possible allusions to Eunus being treated differently by Roman law because of not being of Roman ‘nationality’, possibly because the document was not written by Eunus himself but by a slave Diognetus.

4) TPSulp. 78 11 April 38

Under the consuls Marcus Aquila Iulianus and Publius Nonius Asprenas on the 3rd day before the Ides of March⁸⁶ (11 April 38) at Dikarchea, I, Menelaus of Ceramos, son of Irenaeus, have written that I received from Primus, slave of Publius Attius Severus, 1,000 *denarii*⁸⁷ as maritime insurance, which maritime insurance I have received from him and I shall return directly. I have put down as guarantor for the above-mentioned 1,000 *denarii* Marcus Barbatius Celer.

I, Quintus Aelius Romanus, have written at the request and order of Marcus Barbatius Celer in his presence, because he does not know how to write, that he stands surety for these 1,000 *denarii* mentioned above with respect to Primus, slave of Publius Attius Severus, on behalf of Menelaus of Ceramos son of Irenaus, as is written above.⁸⁸

⁸¹ Translation by G. Rowe, *The World of the Murecine Archive*, p. 32.

⁸² Jones, *The Bankers of Puteoli*, p. 96.

⁸³ For example: Du Plessis, P 2006, 'Between Theory and Practice: New Perspectives on the Roman Law of Letting and Hiring', *Cambridge Law Journal*, vol 65, no. 2, pp. 423-37.

⁸⁴ Watson, Alan, *The Digest of Justinian* (Philadelphia, 1998), Vol. 2, p. 101. “*PAUL, Edict, book 34: Because the contract of lease and hire is found in nature and among all peoples, it is contracted not by formal words but by agreement, like the contract of sale and purchase.*”

⁸⁵ Du Plessis, *Between Theory and Practice: New Perspectives on the Roman Law of Letting and Hiring*, p. 426.

⁸⁶ Should be April, mistake in Rowe’s translation.

⁸⁷ Unit of currency, equivalent to 4 sesterces (HS)

⁸⁸ Translation by G. Rowe, *The World of the Murecine*, p. 44.

This is a unique document in the archive of Sulpicii, as it is made of two chirographs (legal statement written in the first person) with two different agreements and the first one is in the Greek language. Here we meet Menelaus, a native of Caria in Asia Minor, probably a ship's captain. He has received a loan of 1,000 *denarii* from Primus, slave of P. Attius Severus (a trader in Baetican oil or *garum*⁸⁹) for the insurance of cargo which was a result of a maritime freight agreement made sometime before this. He promises to repay the loan and sets a surety for that - Marcus Barbarius Celer. The second chirograph, written in Latin, is a confirmation of this surety by Celer written by Quintus Aelius Romanus for Celer, who is illiterate.⁹⁰ More interpretation of this document exists. Camodeca thinks that this is a maritime insurance⁹¹ whereas Ankum thinks that it is a maritime loan (*pecunia traiectica*)⁹². Jones and Groschler shares the idea that it is an advance of funds for the payment of harbor dues (*portoria*).⁹³ Riggsby notes that strangely enough, the writer of the second chirography is a Roman citizen himself and not a slave. Another thing noted by him is that the use of two languages indicates that the underlying contract is for naval transport.⁹⁴

However, for our study, this document has even more significance because, as Wolf noticed, the triptych is according to its form, style, and content, a Hellenistic document. With the date and location before the content, it is created according to a Hellenistic model. The combination of the acknowledgment of receipt and the return promise is a solid feature of Hellenistic documents. The declaration of having a guarantor has only the Greek certificate, and the guarantee which has been certified in Latin is sufficient to comply only with Greek law.⁹⁵ According to all this, it could be stated that this document was made with Greek legal customs in mind. Terpstra thinks that this document is some kind of a Roman-Hellenistic legal crossover since the second part of it is written in Latin, and following a standard Roman legal formula.⁹⁶ Moreover, Rowe thinks that this document shows how the legal world of Sulpicii extended beyond classical Roman legal theory.⁹⁷ In a case like this the praetor could choose which law to use, *perigrinus* or Roman since he was not obliged to apply Roman law when adjudicating a conflict between Romans and foreigners.⁹⁸ However, this rule did not make it into the *Digest* or Gaius's textbook because this was more of a custom and not a law.⁹⁹

⁸⁹ Terpstra, Taco T., *Trading communities in the Roman world*, p. 21.

⁹⁰ Jones, *The Bankers of Puteoli*, p. 103.

⁹¹ Camodeca, Giuseppe, *Tabulae Pompeianae Sulpiciorum: Edizione critica dell'archivio puteolano dei Sulpicii* (Rome, 1999) pp. 178-179.

⁹² Ankum, Hans, 'Tabula Pompeiana 13: ein Seefrachtvertrag oder ein Seedarlehn?', in: *Iura* 29 (1978) pp. 156-173, pp. 163-169.

⁹³ Groschler, Peter, *Die tabellae-Urkunden aus den pompejanischen und herkulanensischen Urkundenfunden* (Berlin, 1997) pp. 160-162.; Jones, *The Bankers of Puteoli*, pp. 115-116.

⁹⁴ Riggsby, *Roman Law and the Legal World of the Romans*, pp. 250-251.

⁹⁵ Wolf, *Neue Rechtsurkunden aus Pompeji*, p. 103.

⁹⁶ Terpstra, Taco T., *Trading communities in the Roman world*, p. 63.

⁹⁷ Rowe, Gregory, *Roman Law in Action: The Archive of the Sulpicii (TPSulp)* in: USC (University of Southern California) *Law in Action* 7 Feb 05, p. 5.

⁹⁸ Roselaar, Saskia T., *The Concept of Commercium*, p. 397.

⁹⁹ Temin, *The Roman Market Economy*, p. 178.

5) TPSulp. 67 29 August 38

Under the consuls Servius Asinius Celer and Sextus Nonius on the 4th day before the Kalends of September (29 August 38), I, Gaius Novius Eunus, have written that I owe to Hesychus Euenianus, slave of Gaius Caesar Augustus Germanicus, HS 1,130 in cash, which I received from him as loans and which I shall repay to him or to Gaius Sulpicius Faustus when he asks. Hesychus Euenianus, slave of Gaius Caesar Augustus Germanicus, stipulated that he be duly paid in good coin the HS 1,130 in cash mentioned above; I, Gaius Novius Eunus, solemnly promised. Transacted at Puteoli.

Gaius Novius Eunus, Lucius Mamilius In..., Gaius Nummius M., Hesuchus., Gaius Novius Eunus.¹⁰⁰

This time we meet Gaius Novius Eunus again. He states that he owes to the same Hesychus Euenianus (although his master had changed to Gaius Caesar Augustus Germanicus) HS 1,130. Eunus probably borrowed more money from Hesychus, but in this case, it is strange that the loan is not pledged. Maybe the sum is too small to be worth being pledged. Another possible option is that this is a reminder of the remaining debt of Eunus to Hesychus. Whatever it is, the document does not contain any influences of Greek law.

6) TPSulp. 68 15 September 39

Under the consuls Gnaeus Domitius Afer and Aulus Didius Gallus on the seventeenth day before the Kalends of October (15 Sept. 39), I, Gaius Novius Eunus, have written that I owe Hesychus Euenianus, slave of Gaius Caesar Augustus Germanicus, HS 1,250 as the remainder of all debts added up, which I received from him as loans, which sum I have made a sworn promise that I shall return either to Hesychus himself or to Gaius Sulpicius Faustus on the Kalends of next November (1 Nov.) by Jupiter Optimus Maximus and the divinity of Divus Augustus and the Genius of Gaius Caesar Augustus. But if by that date I do not repay I shall be liable not only for breaking an oath but also for a penalty of HS 20 per day. These HS 1,250 mentioned above, Hesychus, slave of Gaius Caesar, stipulated that he be duly paid in good coin; I, Gaius Novius Eunus, solemnly promised. Transacted at Puteoli.¹⁰¹

This is the last document involving Eunus. Eunus's business probably was going slow and he couldn't repay his debt and Hesychus was running out of patience. He set a final date to fully repay a debt (next November 1st) with a penalty of HS 20 a day after this term ends. He also makes Eunus to swear an oath to pay in time. In case Eunus would fail to do that he will be guilty of perjury and could be flogged according to the *Digest*¹⁰².

¹⁰⁰ Translation by G. Rowe, *The World of the Murecine*, p. 44.

¹⁰¹ *Ibid.*, p. 40.

¹⁰² *Dig.* 12.2.13.6 (Vol. 1, p. 367): **13 ULPIAN, Edict, book 22: 6.** "If in a money matter some one swears on the spirit of the emperor that a debt is not due from him or is due to him and proves forsworn or swears he will pay within a certain time and does not pay, it is held by rescript of our emperor and his father that he must be sent for flogging under a motto, "Take not oaths in vain."

This is the only document used in this study which includes a mechanism which provides additional security to an agreement by avoiding immediate litigation – a voluntary or extra-judicial oath (*iusiuranda voluntaria*).¹⁰³ Additional oaths like this did not make contracts any more binding. This meant that the person is liable for perjury, but breaking the oath most of the times did not end up in any physical punishment; oaths taken by an emperor, as it is in this case, was an exception. The worst aspect of breaking an oath was that person was risking bringing the disfavor of the gods and a bad reputation upon himself since the oath was taken in public, in the eyes of many witnesses.¹⁰⁴ However, no hints to any alterations of use of oath mechanism can be identified because of Eunus's possible Greek origins.

In general, beside the use of *arrabo* in TPSulp. 51 no other clear influences of Greek law could be seen in tablets involving Gaius Novius Eunus. Although he made many phonetic mistakes and had great trouble spelling he seems to be well acquainted with the Roman legal language and might only have received some help writing the formulas, meaning that the documents relied fully on Roman law and Eunus social status did not play any part in this.

7) TPSulp. 62 20 March 42

For these HS 1,000 mentioned above, at the request of Gaius Sulpicius Cinnamus, Epichares the Athenian, son of Aphrodisius, stood surety on behalf of Euplia the Melian, daughter of Theodorus, with respect to Gaius Sulpicius Cinnamus. Transacted at Puteoli on the 13th day before the Kalends of April under the consuls Gaius Caecina Largus and Gaius Cestius (20 March 42)

PAID¹⁰⁵

Here we meet a freeborn Greek woman Euplia. She is a member of Puteoli's resident foreigners (*peregrini*), holding citizenship of Melos. In this document, she requested and borrowed HS 1,000 from Sulpicius Cinnamus. PAID (*SOL* abbreviation from *SOLUTUM*) in the end indicated that he has paid the loan or in other cases that the document was kept for the duration of the contract. Such note was not written in the end of the document as could look like but three bid letters 'SOL' were scratched obliquely or through the text.¹⁰⁶ Getting back to Euplia, she has the authority of her guardian (*tutor auctor*), Epichares, son of Aphrodius, a citizen of Athens. He also acted as surety (guarantor) and provided personal security for Euplia in form of *fide iussit*.¹⁰⁷ *Fideiussio* was open to non-citizens¹⁰⁸ so it is not surprising that her guardian also provided her security. Jakab thinks that Epichares can also be her husband but does not deny a possibility that he can also be a third person.¹⁰⁹ Less likely but still possible that it is her fully-grown son. This and two other cases with

¹⁰³ Broekaert, Wim, Conflicts, Contract Enforcement, and Business Communities in the Archive of the Sulpicii, in: (Miko Flohr & Andrew Wilson eds.) *The Economy of Pompeii* (Oxford, 2016) 387-416. P. 396.

¹⁰⁴ *Ibid.*, p. 397.

¹⁰⁵ Translation by G. Rowe, *The World of the Murecine*, p. 38.

¹⁰⁶ Terpstra, Taco T., *Trading communities in the Roman world*, p. 17.

¹⁰⁷ Jones, *The Bankers of Puteoli*, p. 105.

¹⁰⁸ Terpstra, Taco T., *Trading communities in the Roman world*, p. 63.

¹⁰⁹ Jakab, *Financial Transactions by Women in Puteoli*, p. 146.

Euplia are an example of *peregrine* woman's financial affairs. As we know from the jurist Gaius foreign women could only enter the contract under the guardianship (*tutela*) of her husband or fully-grown son.¹¹⁰ Here this role is played by Epichares, who probably is her husband. Jacob also adds that personal security was more typical for Roman contracts and Greeks preferred pledges,¹¹¹ according to this it could be said that this contract was made operating within Roman law.

As Terpstra states, although a foreigner's home city was almost always indicated, it served only as an identity marker, nothing suggests that those cities or groups of merchants were being held liable for the contracts of individuals.¹¹² This means that foreigners were held liable individually under the rules of Roman law without the involvement of their home communities. Because of this, it was not required that another Melian merchant nor the entire Melos community would serve as Euplia's guarantor, it was an individual and not a communal commitment and did not play any role in it.¹¹³

8) TPSulp. 60 20 March 43

Accounts of Titinia Antracis.

Paid out to Euplia the Melian, daughter of Theodorus, with the authority of her guardian, Epichares the Athenian, son of Aphrodisius, HS 1,600. Requested and received in cash from the vault.

Received for the vault HS 1,600.¹¹⁴

For these HS 1,600 in cash mentioned above, at the request of Titinia Antracis, Epichares the Athenian, son of Aphrodisius, stood surety on behalf of Euplia the Melian, daughter of Theodorus, with respect to Titinia Antracis. Transacted at Puteoli on the 13th day before the Kalends of April under the consuls Sextus Palpellius Hister (20 March 43).

PAID¹¹⁵

Exactly a year later we see that Euplia receives another loan, this time from a woman named Titinia Antracis. The title of this document "Accounts (*Tabellae*) of Titinia Antracis" and further typical phrases in accounting as *exceptos* or *acceptos* indicate that this is an extract from an account book (*rationes*) of Titinia Antracis, and this makes this document really exceptional.¹¹⁶ It is a record of the creditor's own accounting and not the agreement of the loan itself.¹¹⁷ It would be interesting to

¹¹⁰ Gaius & Zulueta, Francis de (ed.), *The Institutes of Gaius. Part I*, p. 61. Vol. 1, "193. Among peregrines women are not in *tutela* in the same way as with us; still, in general they are in a sort of *tutela*: a law of the Bythinians, for example, ordains that if a woman enters into any transaction, it must be authorized by her husband or full-grown son."

¹¹¹ Jakob, *Financial Transactions by Women in Puteoli*, p. 147.

¹¹² Terpstra, Taco T., *Trading communities in the Roman world*, p. 62.

¹¹³ *Ibid.*, p. 63.

¹¹⁴ Better translation would be 'Received from the money box HS 1,600'. Instead of 'vault' better translation would be 'money box' (*arcae*). This also applies to other cases this word is used.

¹¹⁵ Translation by G. Rowe, *The World of the Murecine Archive*, p. 38.

¹¹⁶ Jakob, *Financial Transactions by Women in Puteoli*, p. 146.

¹¹⁷ Riggsby, *Roman Law and the Legal World of the Romans*, pp. 248-249.

know what this document is doing in the Sulpicii archive since no Sulpicius plays any role in this transaction. Jakab also notes that this case, as all *tabellae* documents, shows a rare formula which is not often encountered in ancient Italy.¹¹⁸ She argues that two entries, *exp* (*expensos*) and *acp* (*acceptos*), cannot be used to stand for the same transaction. However, she later says that there are few known papyri written in Greek from Roman Egypt with a similar formula. Double entries like that were used mostly when both parties knew each other for a long time and one of them was an old client of the same bank.¹¹⁹ It is hard to tell if this was a case in this transaction.

9) TPSulp. 61 20 July 43

For the Vault HS 500.

For these HS 500 in cash mentioned above, at the request of Gaius Sulpicius Cinnamus, Epichares the Athenian, son of Aphrodisius, stood surety on behalf of Euplia the Melian, daughter of Theodorus, with respect to Gaius Sulpicius Cinnamus. However, this money is distinct from the other sums that Euplia and Epichares owe to the same Gaius Sulpicius Cinnamus and Titinia Antracis. Transacted in Puteoli on the 13th day before the Kalends of Augustus under the consuls Sextus Palpellius Hister and Lucius Pedanius Secundus (20 July 43).

Lucius Faenius La..., Gaius Iulius Eros Bo..., Gaius Nummus Epaphroditus, Gaius Hostius Maro, ..., ...Fortunatus, ...

PAID¹²⁰

Four months later, Euplia receives yet another loan of HS 500 and as in the previous two documents, it is said that the loan is repaid. It is hard to speculate for what purpose these loans were received, but even if they were relatively small, it probably would be too bold to state that this is related to her social status. Rowe assigns these documents involving Euplia's transactions to the category of, as he calls it, 'work-around' contracts.¹²¹ Such contracts allowed status-inferiors, as Euplia in this case, to participate in business in the same way as the main Roman law subject – free male citizen. With such contracts foreign women could lend and borrow money with the Sulpicii acting as middlemen.¹²²

10) TPSulp. 82 5 December 43/45

I, Lucius Patulcius Epaphroditus, have written at the request and instruction (*rogatu et mandatu*) of Patulcia Erotis, my freedwoman, and in her presence:

¹¹⁸ Jakab, *Financial Transactions by Women in Puteoli*, p. 147.

¹¹⁹ *Ibid.*, p. 147.

¹²⁰ Translation by G. Rowe, *The World of the Murecine*, p. 38.

¹²¹ Rowe, *Roman Law in Action: The Archive of the Sulpicii (TPSulp)*, p. 5.

¹²² *Ibid.*, p. 6.

She has received from Gaius Sulpicius Cinnamus, HS 19,500 from her auction; [the transaction may be verified] from enquiries made of the sealed tablets (*ex interrogatione facta tabellarum signatarum*).

PAID¹²³

In this document, Gaius Sulpicius Cinnamus has handled a sale of goods for the freedwoman Patulcia Erotis. He has paid over to Patulcia the money (HS 19,500) bid by the purchasers in the auction and now it is up to Cinnamus to collect the funds due from each of the purchasers. No mention is made of any fee due to Cinnamus in this document. Jones thinks it had been agreed separately by stipulation.¹²⁴ This document serves as the confirmation that Patulcia has received the money. This was a significant amount of money at the time, it was worth 40 tons of grain or 10 to 40 slaves on the market, depending on their quality.¹²⁵ The fact that women possessed such amounts of money adds to significance of this tablet. The document is written by Lucius Patulcius Epaphroditus, freedman, Patulcia's former master, and her present guardian. Guessing from their last names both Epaphroditus and Patulcia are of Greek origin but apparently, that did not influence this transaction in any way.¹²⁶ Interestingly enough this document does not contain a list of witnesses but the last segment of the document says that in the case of dispute the presence of witnesses signatures and seals were sufficient enough. The presence of the witness and oral testimony was not necessary.¹²⁷

11) TPSulp. 49 11 January 49

Under the consuls Gaius Pompeius Gallus and Quintus Veranus on the 3rd day before the Ides of January (11 Jan. 49), I, Purgias son of Alexander, have written that I asked and ordered Gaius Sulpicius Cinnamus that...africum italium...he gave to Trophimus, vicarius of Cerinthus, slave of Augustus,... HS 1 in cash as a fiduciary pledge for HS 125,000 in transferred property... stipulated...gave... Abascantus, slave...¹²⁸

This tablet is very damaged and because of that not all the details could be recovered. However, here we meet a *peregrinus* called Purgias who gave a mandate (via a *chirographum*) to C. Sulpicius Cinnamus who was asked to perform some sort of service on Purgias' behalf, possibly the transfer of a fiduciary pledge involving African and Italian grains.¹²⁹ This document is significant because here we witness the largest sum (HS 125,000) that the Sulpicii held on deposit.¹³⁰ However, there is not much else significant in this case, quoting Terpstra: "we here again see a Puteolan and a

¹²³ Translation from Jones, *The Bankers of Puteoli*, p. 83.

¹²⁴ *Ibid.*, p. 83.

¹²⁵ Jakab, *Financial Transactions by Women in Puteoli*, p. 130.

¹²⁶ For more information about transactions in the Sulpicii archive which involves woman see: Jakab, *Financial Transactions by Women in Puteoli*; Gardner, Jane F., *Women in Business Life. Some Evidence from Puteoli*, in: *Female Networks and the Public Sphere in Roman Society*, Setälä, P. (ed.), (1999) pp. 11-27.

¹²⁷ Jones, *The Bankers of Puteoli*, p. 84.

¹²⁸ Translation by G. Rowe, *The World of the Murecine*, p. 38.

¹²⁹ Terpstra, Taco T., *Trading communities in the Roman world*, pp. 61-62.

¹³⁰ Jones, *The Bankers of Puteoli*, p. 77.

peregrinus using the basic rules of Roman law in a way that would not have been different if it had involved two locals. The format, language, and legal constructions—a mandate given by writing a *chirographum*—were all standard under the Roman legal system.”¹³¹

12) TPSulp. 4 9 June 52

Bonded commitment to appear made by Zenon the Tyrian, freedman of Zenobus, the 3rd day before the Ides of next June (11 June) at Puteoli in the Forum in front of the Hordionian Altar of Augustus at the third hour. Gaius Sulpicius Cinnamus asked faithfully to be paid HS 1,200; Zenon the Tyrian, freedman of Zenobus, promised faithfully. Transacted at Puteoli on the 5th day before the Ides of June under the consuls Faustus Cornelius Sulla Felix and Quintus Marcius Barea Soranus (9 June 52).¹³²

In this tablet, Gaius Sulpicius Cinnamus accepts a promise made by Zenon. The act of *vadimonium* is recorded here, a promise of bond or bail, and in this case, it is for guaranteeing Zenon’s appearance at the hearing. *Vadimonia* documents consist of two parts: 1) The defendant’s promise to appear at a set time and place before the praetor or local magistrate. 2) A pledge by the defendant of some amount of assets (*summa vadimonii*) which would go to the creditor in the case of defendant’s failure to appear. This part is achieved by stipulation.¹³³

This case is very interesting because the main protagonist Zenon is a freedman (*libertus*) of Zenobus who is from Tyre, modern day Lebanon, but here he is treated as a foreigner from Tyre himself. Riggsby links that with the possible creeping use of Roman legal principles abroad and not with a careful investigation of Tyrian law.¹³⁴ *Stipulatio* in its traditional form could not be performed by a non-citizen as stated by jurist Gaius¹³⁵, therefore slightly different words are used in Latin for ‘promise’ (*fide promittere* instead of *spondere* which was used by citizens¹³⁶). Although technically this could not be called a *stipulatio* but it has the same practical effect.¹³⁷ This contract demonstrates that foreign defendants in Puteoli litigated and advanced in the judicial process in almost the same way as the locals did. Technicalities differ but the result was the same.

¹³¹ Terpstra, Taco T., *Trading communities in the Roman world*, p. 62.

¹³² Translation by G. Rowe, *The World of the Murecine*, pp. 16-17.

¹³³ Jones, *The Bankers of Puteoli*, p. 145.

¹³⁴ Riggsby, *Roman Law and the Legal World of the Romans*, p. 238.

¹³⁵ Gaius & Zulueta (ed), *The Institutes of Gaius*, p. 181. Vol. 3. 93. “Now the verbal obligation in the form *dari spondes? spondeo* is peculiar to Roman citizens; but the other forms belong to the *ius gentium* and are consequently valid between all men, whether Roman citizens or peregrines. And even though expressed in Greek, in such words as *Δώσεις; Δώσω Όμολογείς; Όμολογῶ Πίστει κελεύεις; Πίστει κελεύς Ποήσεις; Ποήσω*, they are still valid between Roman citizens, provided they understand Greek. Conversely though expressed in Latin, they are still valid even between peregrines, provided they understand Latin. But the verbal obligation *dari spondes? spondeo* is so far peculiar to Roman citizens that it cannot properly be put into Greek, although the word *spondeo* is said to derived from a Greek word.”

¹³⁶ Wolf, *Neue Rechtsurkunden aus Pompeji*, p. 35. These are not the only cases using it in this work, there two more documents in the archive where this form was used by slave: TPSulp. 56 and 58.

¹³⁷ Riggsby, *Roman Law and the Legal World of the Romans*, p. 238.

In this case I would not completely agree with Terpstra who states that for citizens and non-citizens the use of stipulation worked exactly the same.¹³⁸

13) TPSulp. 106 23 December 59

Unfortunately, this tablet is too damaged that coherent translation could be made so in this case, I will give a translation of extracts and key elements of the documents prepared by the Jones:

*Gaius S... * ...a missing name, 'son of Theodorus' and an indecipherable *origo* * the ship * a cargo of approximately 18,000 *modii* * a missing name, 'son of...' * 'from Sidon' * the ship's emblem (*parasemum*).

*'under the auctioneer' (*sub praecone*) * 'on account of its cargo' (*ob honus*) * 'because he had diverted' (*quod...avertisset*) * 'to be legally due to' (*obligate esse*) * 'the exercise of first claim' (*protopraxia*) * 'according to law and customs' (*et iure ipso et consuetudine*).¹³⁹

In this document we can track a cargo of a ship called Notus¹⁴⁰ (which has tonnage of 18,000 *modii*) which is about to be sold off in an auction to meet the claims of the creditors, including Gaius S. It is guessed that the ship owner, son of Theodorus, and the ship captain are both freeborn foreigners from Sidon (modern day Lebanon). As Jones noted, the used term 'diverted' (*avertisset*) indicates that there has been a fraud of some sort. Also, the expressions 'according to law and custom' (*iure et consuetudine*) and 'exercise of first claim' (*protopraxia*) suggest that tax collectors at Puteoli were exercising their right to stand at the front of the creditors list.¹⁴¹ Situations like this one occurred possibly because of the ship captain's evasion to pay harbor dues. Both Jones and Terpstra agrees on this being a plausible reason.¹⁴² Terpstra also suggests other variants being some kind of the culpable loss of goods or embezzlement of goods.¹⁴³ However, it is hard to tell from such a fragmented document what impacts to this case, if any, were made by the fact that one party of it were foreigners. The same goes for the role played by Sulpicii in this event.

14) TPSulp. 80 No date

Theophilus to brother¹⁴⁴ Aphrodisius, greetings. You will receive from the boat Octa: 6 sealed (?) amphoras of wine, 77 of vinegar, 15 Sicilian urns of honeyed wine, 1 amphora of boiled-down must.¹⁴⁵

¹³⁸ Terpstra, Taco T., *Trading communities in the Roman world*, p. 61.

¹³⁹ Jones, *The Bankers of Puteoli*, p. 160.

¹⁴⁰ Wolf, *Neue Rechtsurkunden aus Pompeji*, p. 147. Camodeca thinks that Notus is the name of the ship because he reads fragmented part as NAVEM NOTUM. Wolf does not agree with this because Notus was not a common name for a ship.

¹⁴¹ Jones, *The Bankers of Puteoli*, p. 161.

¹⁴² Terpstra, Taco T., *Trading communities in the Roman world*, p. 64.; Jones, *The Bankers of Puteoli*, p. 160.

¹⁴³ Terpstra, Taco T., *Trading communities in the Roman world*, p. 64.

¹⁴⁴ *Frater*, it did not necessarily mean 'brother' per se, it could mean 'someone of equal social standing', 'member of the same nation', 'colleague'.

¹⁴⁵ Translation by G. Rowe, *The World of the Murecine Archive*, p. 46.

This is the only document in the archive written in the epistolary form.¹⁴⁶ This is also one of the rare examples of a bill of lading which survived to this day on a wax tablet (on papyrus they are much more common), although the bottom-part of it is damaged.¹⁴⁷ Both men seem to be *peregrinus* from the Greek speaking part of the empire, although their home city is not pointed out. Also possible, but less likely, is that they are slaves but in that case, it is strange that their master is not mentioned here. Terpstra's interpretation of this documents says that here we see how a *peregrinus* merchant, Theophilus, sent merchandise to his compatriot Aphrodisius who was his agent in Puteoli and was living there. Aphrodisius was expected either to resell the goods locally or to reshipe them to another location, probably Rome.¹⁴⁸ What this document is doing in this archive could be explained only speculatively. It is possible that the shipment might have been financed with borrowed money or have occurred on the basis of a previous contract of sale.¹⁴⁹ But it is impossible to say this for sure since a big part of the document does not survive. Similar thing could be said about any influences of foreign law in this document noting that this is the only document of such type in the archive.

15) TPSulp. 13 17/20 March (year is not known)

Bonded commitment to appear made by Trypho the Alexandrian, son of Potamon, the 11+th day before the Kalends of next April (17 or 20 March) at Rome in the Forum Augustum in front of the triumphal statue of Gnaeus Sentius Saturninus at the fifth hour. Gaius Sulpicius Cinnamus asked faithfully to be paid HS 3,000; Trypho the Alexandrian, son of Potamon, promised faithfully.¹⁵⁰

This case is very similar to TPSulp. 4, analysed above. Here we have another *vadimonia* document. This time the debtor is a *peregrinus*, Trypho from Alexandria. He promises to appear in the hearing in Rome. In other such documents, the interval between the promise to appear and actual hearing is either two or seven days. In cases like this when the hearing is in Rome the interval is about two months (according to TPSulp. 27). The hearing in Rome was required because the case arose out of business interests held in the capital.¹⁵¹ As in TPSulp. 4 here the debtor (*reus promittendi*) uses *fidepromissio* because he is a foreigner and cannot use *stipulatio*.¹⁵²

16) TPSulp. 14 30 September (year is not known)

Bonded commitment to appear made by Trypho the Alexandrian, son of Potamon, the day before the Kalends of next October (30 September) at Rome in the Forum Augustum in front of the triumphal statue

¹⁴⁶ Wolf, *Neue Rechtsurkunden aus Pompeji*, p. 131.

¹⁴⁷ Terpstra, Taco T., *Trading communities in the Roman world*, p. 91.

¹⁴⁸ *Ibid.*, p. 92.

¹⁴⁹ *Ibid.*, p. 92.

¹⁵⁰ Translation by G. Rowe, *The World of the Murecine*, p. 18.

¹⁵¹ Jones, *The Bankers of Puteoli*, p. 145.

¹⁵² Wolf, *Neue Rechtsurkunden aus Pompeji*, p. 41.

of Gnaeus Sentius Saturninus at the third hour. Gaius Sulpicius Cinnamus asked faithfully to be paid HS 1,000+; Tryptho the Alexandrian, son of Potamon, promised faithfully.¹⁵³

This tablet probably shows continuation of TPSulp. 13 just half a year further in time. The time of an appearance is now set in September and the sum of debt money is now reduced to around HS 1,000, all other information said about the previous case also applies here.

In conclusion of this part, it can be said that according to records of the Sulpicii archive foreigners and other non-locals (even though they possess a citizenship) did not face much trouble to make a financial transaction operating within Roman law. Such problems as a restriction on using stipulation were easily bypassed by just using different words with the same effect as seen in *vadimonia* documents (TPSulp. 4, 13, 14). The foreign woman could make financial transactions only under the guardianship of her husband or adult son, and an example of this is seen in tablets involving Euplia the Melian (TPSulp. 60, 61, 62). We also encounter the use of the *arrabo* mechanism (TPSulp. 51) which originated from Greece but was also accepted by Roman law. The most intriguing document in this archive is TPSulp. 78: part of it is prepared according to Greek model, other part according to Roman. If the case according to this document would end up in the court it could be investigated according to either Roman or foreign law. However, this is the only significant exception. In general, *peregrini* employed constructions in their contracts that strongly resembled those of Roman law. The element of individual contracting with individual legal responsibility and bilateral litigation—part and parcel of the Roman system—was equally adopted by them.¹⁵⁴

¹⁵³ Translation by G. Rowe, *The World of the Murecine*, p. 18.

¹⁵⁴ Terpstra, Taco T., *Trading communities in the Roman world*, p. 65.

An analysis of the Jucundus archive

The Jucundus archive. A general description of the archive

As in the case of the Sulpicii archive, we have to thank the eruption of Mount Vesuvius for the preservation of the Jucundus archive (sometimes in historiography another name is used - Icundus). In July 1875 a set of wooden writing tablets were discovered. They were kept in a wooden chest on the first floor of a house in the street of Stables on the north side of the peristyle. They were almost all named after L. Caecilius Jucundus, who, as also some other indications confirmed, lived in the house where they were discovered. Jucundus' house, decorated with wall paintings, is described by Andreau as 'comfortable and spacious'; it was presumably his office too.¹⁵⁵ Lucius Caecilius Jucundus was a banker and most of the tablets are receipts drawn up at auctions conducted by his banking house.¹⁵⁶ The Sulpicii and Jucundus archives constitute two out of three major discoveries of batches of tablets in the Vesuvius area, the third being a batch made up of several groups of tablets discovered in Herculaneum.¹⁵⁷

Not all tablets in the Jucundus archive remained intact, some are very fragmentary. They are in the form of chirographs or *testationes*. It seems that the box had been left behind inadvertently during evacuation of the house in August 79 AD prior to the eruption of Vesuvius.¹⁵⁸ David Jones think that those tablets had been stored in a wooden chest in this house after the earthquake of 62 AD¹⁵⁹. That could indicate that this is just a small part of the whole Jucundus archive. We have no idea how many other boxes were successfully removed from the house, let alone what they contained. The wood of the tablets is calcined, not suitable for touching, and has a shade of a very dark brown anthracite. The fibers of the wood are visible, especially on the edges, which had not been as well polished as the center of the rectangle. However, the wood is still solid. Unfortunately, the wax on the tablets has melted so much that any reading is impossible when the stylus has not cut the wood. There are some rare exceptions with wax still intact. But those tablets with letters engraved in the wood remain as distinctly marked as they were in the last century, in spite of the dust of which the least quantity is perceptible on the charcoal tint of the wood.¹⁶⁰ The words written in black ink, which was used to name the witnesses on page 4 of the tablets, seem to have suffered more damage. It is indeed much more difficult, in this case, to remove the dust without, at the same time, damaging the remaining ink. But many of the tablets still contain clearly legible lists of witnesses Both Andreau and Jongman pay much attention to listing them.¹⁶¹

¹⁵⁵ Jones, *The Bankers of Puteoli*, p. 88.

¹⁵⁶ Jakab, *Financial Transactions by Women in Puteoli*, p. 128.

¹⁵⁷ *Ibid.*, p. 128.

¹⁵⁸ Temin, Peter *The Roman Market Economy*. Princeton Economic History of the Western World Hardcover (Princeton, 2013) p. 180.

¹⁵⁹ Jones, *The Bankers of Puteoli*, p. 88.

¹⁶⁰ Andreau, *Les affaires de Monsieur Jucundus*, p. 16.

¹⁶¹ Andreau, *Les affaires de Monsieur Jucundus*, pp. 187-195; Jongman, *The Economy and Society of Pompeii*, pp. 338-367.

The archive was first published by G. De Petra¹⁶², then by K. Zangemeister¹⁶³. They were able to reconstruct 153 documents, diptychs, and triptychs. The tablets are certificates or acknowledgments of payment relating to two kinds of commercial transactions from the first century A.D. The largest number, 137, related to auctions. Public auctions were a typically Roman way to arrange high value sales, especially those involving such commodities as landed property and slaves, valuable goods, including luxury foods or foodstuffs in large quantities, contracts for agricultural operations, state and civic contracts for revenue-collection, building works, supplies and services, etc.¹⁶⁴ The remaining 16 tablets relate to cases concluded between Jucundus and the colony of Pompeii: these transactions are called *apochae rei publicae* by Zangemeister.¹⁶⁵ In these documents, a slave of the town acknowledges that he has received the money that was owned by Jucundus for the farming of a tax or because Jucundus had rented a property from the town.¹⁶⁶ The documents were witnessed by three or four persons if the redaction is a chirograph (i.e. in the first person), for example, '*L. Titius scripsi me accepisse ...*', while there are at least seven and sometimes nine or ten witnesses if the document is in the third person, e.g. '*L. Titius... habere (or accepisse) se dixit.*'¹⁶⁷ The name of the buyer is mentioned only in exceptional cases, - it appears on one of the 137 tablets concerning auctions. The name of the seller, the amount of money, on the other hand, is always indicated, as well as that of the banker or one of his collaborators. The text also shows the amount of the sale, and sometimes the rate of the commission retained by the banker or the nature of the object sold. Documents are also dated. In the latter case, the name of the seller must be included with the names of the witnesses. If the seller does not know how to write, or if he is not present, he shall cause the acknowledgment of payment to be written by another, who receives a mandate from him to do so.¹⁶⁸

The very first tablet, dated to 15 AD, mentions another banker (*argentarius*) L. Caecilius Felix, who was possibly Jucundus' father. L. Caecilius Felix was probably the freedman of some L. Caecilius. It does not seem unreasonable to assume that L. Caecilius Felix the *argentarius* is the same person as the L. Caecilius Felix *Minister Augusti Mercuri Maiiae* in the year A.D. 1. Castren says he is the father of Jucundus, but Andreau is a bit more careful about this.¹⁶⁹ At some point, the succession passed to Lucius Caecilius Jucundus: the second tablet in the archive, and the first to carry his name, is dated to 27. The latest tablet in the collection dates from the month of January 62, shortly before the earthquake of that year.¹⁷⁰ Almost all tablets about auctions are from the years A.D. 54-58. Jucundus' sons are possibly Q. Caecilius Jucundus and Sex. Caecilius Jucundus Matellus. There are no tablets to suggest that either might have succeeded they father as *argentarius*. Jongman thinks that maybe one of them was in charge of the rural property and the

¹⁶² G. De Petra, *Le tavolette cerate di Pompei rinvenute a' 3 e 5 luglio 1875*, dans *Atti della R. Accad. Lincei*, année 273, 1875-1876, 2e s., vol. 3, p. 150-230; et *Frammenti di tavolette pompeiane*, dans *Giornale degli Scavi di Pompei*, N.S., n° 28, 1879, col. 114-116.

¹⁶³ K. Zangemeister, *CIL*, IV, Suppl., I.

¹⁶⁴ Temin, *The Roman Market Economy*, p. 180.

¹⁶⁵ Andreau, *Les affaires de Monsieur Jucundus*, pp. 17-18.

¹⁶⁶ Jongman, *The Economy and Society of Pompeii*, p. 212.

¹⁶⁷ *Ibid.*, p. 212.

¹⁶⁸ Andreau, *Les affaires de Monsieur Jucundus*, p. 18.

¹⁶⁹ Jongman, *The Economy and Society of Pompeii*, p. 214.

¹⁷⁰ Jones, *The Bankers of Puteoli*, p. 88.

other of the urban. Evidence for that would that on an amphora we read ‘*Caecilio Iucundo/abSexto Matello*’ (CIL IV 5788). The amphora was found in a *taberna* that formed part of the house of Jucundus.¹⁷¹ Jucundus was probably dead by A.D. 79, or maybe he has died during the eruption, there is no way to know this for sure.

One group of tablets in the Jucundus archive consists of 16 receipts (*apochae rei publicae*) in which a slave belonging to the town acknowledges that he has received money from a tenant or a contractor (*manceps*). These receipts indicate that Jucundus had diverse business interests. He held leases on two municipally- owned properties - some agricultural land (the *fundus Audianus*) and a fullery (*fullonica*). He also held a contract to collect the *pasqua* which was probably a tax payable by tenants for the use of grazing land owned by the town.¹⁷² Several of the Jucundus tablets connected with auction sales indicate that Jucundus extended medium-term credit to buyers. Interest would be charged on these loans.¹⁷³ A few tablets reveal that some sellers kept deposit accounts with Jucundus to which the price of items they sold was credited and from which they made withdrawals.¹⁷⁴ Because of their nature, the Jucundus tablets mostly concern the purchase of landed and other property, while the dealings attested in the tablets of the Sulpicii are predominantly commercial. The Campanian tablets show that most transactions involving these banks were agreed and recorded by people meeting in the forum, as was usual for most private and public business in Roman cities; public buildings were used in bad weather. In Rome, at least, some bankers based themselves by the wholesale and luxury foodstuff markets for the auctions.¹⁷⁵ Money and records were kept at the banker’s private house (*villa*), sometimes in a strong-room (*horreum*).¹⁷⁶ However, Jongman thinks that this would not be the case for Jucundus because the scale of the activities of the auctioneers attached to Roman or Ostian markets must have been smaller than that of Jucundus activities. Unlike them, Jucundus is not known to be involved in retail auctioning of e.g. fish, and the amounts involved in Jucundus’ auctions do not suggest such a view either.¹⁷⁷

Jucundus undertook public contracts in Pompeii for such services as the collection of the pasture tax, people were also paying the banker for the partnership which collected the market tax. He depended on the continuing approval and good-will of the municipal authorities, and his records, show that his clients included members of Pompeii's elite. For instance, Gnaeus Alleius Nigidius Maius was a vendor at an auction in 55, at a time when he was, or was about to become, *duumvir quinquennalis*, the Fifth Year Magistrate for 55/6. Maius was a wealthy man: he had interests in real estate - shops and apartments. He paid for public games, he was a priest of the imperial cult (*flamen Caesaris Augusti*) and was hailed as 'leader of the colony' (*princeps coloniae*).¹⁷⁸ However, Andraeu claims that banks were not used by the Roman elite, although he concedes that their existence in inland towns implies use by municipal elites. In the Jucundus archive we see the

¹⁷¹ Jongman, *The Economy and Society of Pompeii*, p. 214.

¹⁷² Jones, *The Bankers of Puteoli*, p. 89.

¹⁷³ *Ibid.*, p. 89.

¹⁷⁴ Temin, *The Roman Market Economy*, p. 180.

¹⁷⁵ *Ibid.*, p. 186.

¹⁷⁶ *Ibid.*, p. 186.

¹⁷⁷ Jongman, *The Economy and Society of Pompeii*, p. 217.

¹⁷⁸ Jones, *The Bankers of Puteoli*, pp. 89-90.

local elite of Pompeian society as witnesses.¹⁷⁹ The tablets themselves do not supply direct information about the social status of witness and sellers, the names in the documents do not include affiliation and tribe, the only transparent information is about legal status. The tablets provide more than 400 names, of which nearly 350 are names of witnesses. As Jongman note, the names of the Jucundus tablets are somewhat closer to magisterial circles, especially for the later ‘magistrates’. These ‘magistrates’ from later years are in fact not always actual magistrates; in many years we only know the names of candidates for office, not the persons that were elected.¹⁸⁰

As mentioned before, the archive of Jucundus was published first by G. De Petra, then by K. Zangemeister. K. Zangemeister, at the cost of twenty years of efforts (of which he speaks in the preface of CIL, IV, Suppl., I), corrected and supplemented the reading of G. De Petra, and made his own new reading of the tablets. This publication of the documents has been found satisfactory by all.¹⁸¹ Jean Andreau, whose work *Les affaires de Monsieur Jucundus* is accepted as the best study of this archive also uses this version of the archive. The tablets of L. Caecilius Jucundus have been repeatedly commented on from a legal point of view, a bit less for financial, economic and social history. Several historians of economics and society have drawn interesting indications, for example, T. Frank, M. Rostovtseff, M.L. Gordon, R.C. Carrington, J. Day, E. Lepore, W.O. Moeller, E. Etienne.¹⁸² However, the mains works on this archive, or as Wim Broekaert says ‘landmark studies’¹⁸³, are made by Andreau and Jongman. They are often mentioned in works of such Roman economy and banking historians as Peter Temin, Davis Jones, and others.

Analysis of the Jucundus archive

The analysis of the Jucundus archive will be significantly different from the one of the Sulpicii archive. This is due to the lack of material found in this archive on which this study focuses. Only one case (tablet 100) undoubtedly records a transaction with a *peregrinus* involved. Tablet 102 possibly also involves a transaction with a foreigner, however, this cannot be confirmed because of the poor condition of the tablet. As Andreau states, the non-Italians and, more generally the non-Pompeians, appear less frequently in the tablets.¹⁸⁴ This does not apply to people who have non-Latin names. The number of them encountered in the archive is quite big. There are in total 119 such people (38,5% of all) from which at least 35 (53,03% of all) are sellers¹⁸⁵, the rest served as witnesses. Both Andreau and Jongman agree that all these people should be assigned to the social group of freedmen (*libertus*).¹⁸⁶ I will not analyse every single case separately, I will only state a few general observations about the participation of this social group in the Jucundus archive.

¹⁷⁹ Temin, *The Roman Market Economy*, p. 186.

¹⁸⁰ Jongman, *The Economy and Society of Pompeii*, p. 226.

¹⁸¹ Andreau, *Les affaires de Monsieur Jucundus*, p. 15.

¹⁸² *Ibid.*, pp. 20-21.

¹⁸³ Broekaert, Wim, Financial experts in a spider web. A social network analysis of the archives of Caecilius Jucundus and the Sulpicii, in: *Klio - Beiträge zur Alten Geschichte*. Volume 95, Issue 2, Pages 471–510

¹⁸⁴ Andreau, *Les affaires de Monsieur Jucundus*, p. 232.

¹⁸⁵ *Ibid.*, p. 151. Table 21.

¹⁸⁶ Jongman, *The Economy and Society of Pompeii*, p. 243; Andreau, *Les affaires de Monsieur Jucundus*, p. 149.

Tablet 100 (date unknown)¹⁸⁷ is an acknowledgement of the auction in which Ptolemy, son of Masyllus from Alexandria, sold a batch of linen and received payment for it. The remaining part of the text did not survive. Terpstra thinks that Ptolemy probably was a professional linen trader. 188 Cooley and Cooley see this case as evidence of the impact of Egyptian culture and influence in Pompeii since Ptolemy is from Alexandria.¹⁸⁹

Although Ptolemy is outside of the Pompeian municipal universe he, as Andeau notes, does not possess more social prestige than those who are members of the municipal universe, more like the opposite.¹⁹⁰ The same applies to all foreigners in Pompeii. Unfortunately, Andeau does not specify in what way it is manifested. Using this tablet Andeau tried to reconstruct how foreigners were doing their business in Pompeii. According to him over-seas ship captains/owners (*navicularii*) and merchants (*mercatores*) used to sell some of the products transported through auctioneers. Such ship captain or merchant would settle himself in the market and proceed to his commercial operations sometimes by arranging an auction.¹⁹¹ But that should not have happened very often as indicated by the only case involving a foreigner in the archive which mostly covers the auctions. This in a way could be explained by Temin who states that auctions were less important in the Greek world compared to the Romans world and that service like this was not provided by Greek bankers.¹⁹²

In tablet 102¹⁹³ we meet Timo[theus] who might be a son of an unidentified foreign person, but the text is fragmented so it is impossible to know for sure. This is enough for Andeau to express an idea that Timo[theus] could be a peregrine but this cannot be proved and Andeau points that out several times.¹⁹⁴ He is mentioned among the witnesses (he is the last one) of whom there were about nine, no more. It is impossible to say what this tablet was about, but Andeau makes a few educated guesses. To him the fact that we encounter a witness named N. Popidius Sodalio, who besides a few other tablets (28, 48 and 99) is also a witness in the previously discussed tabl. 100, indicates a possibility that this tablet could also be related to the textile industry.¹⁹⁵ He also discusses the possibility that this might be one of those cases where the seller is among the witnesses.¹⁹⁶ This practice was quite common in the Jucundus archive and the position of such persons varies in the witness lists (Andeau gives more statistical information on this¹⁹⁷) but in

¹⁸⁷ *CIL IV Suppl. I*, nr. 100, p. 370.

¹⁸⁸ Terpstra, Taco T., *Trading communities in the Roman world*, p. 62.

¹⁸⁹ Cooley, Alison E. & Cooley, M. G. L., *Pompeii and Herculaneum : a sourcebook* (New York; 2014) pp. 385-386.

¹⁹⁰ Andeau, *Les affaires de Monsieur Jucundus*, p. 218.

¹⁹¹ *Ibid.*, p. 232.

¹⁹² Temin, *The Roman Market Economy*, p. 180.

¹⁹³ *CIL IV Suppl. I*, nr. 100, p. 371.

¹⁹⁴ Andeau, *Les affaires de Monsieur Jucundus*, p. 218, 232, 289.

¹⁹⁵ *Ibid.*, p. 289.

¹⁹⁶ *Ibid.*, p. 290.

¹⁹⁷ *Ibid.*, p. 290. “Lorsque le vendeur figure au nombre des témoins, la place de son nom varie. Il est très rarement en milieu de liste. Mais il peut être en tête (c'est le cas par exemple dans les tabl. 37, 50 et 100), en seconde position (tabl. 14, 31, 48), en troisième position (tabl. 10, 15). Plus fréquemment, il figure parmi les derniers témoins (tabl. 26, 28, 48, 49, 54, 66, 73, 75, 82, 85, 89, 99). Dans les cas les plus nombreux, il est à l'ultime position (tabl. 7, 18, 32, 34, 35, 38, 47 (?), 51, 56, 65, 74, 76, 81, 86, 87 (?), 101).”

most cases it is in the final position¹⁹⁸, as Timo[theus] is in this case. Unfortunately, all of this is more or less just speculation and we cannot be sure if this is what really happened or whether this case was somehow affected by foreign laws.

One more aspect about foreigners could be added here, although an example of it cannot be found in the archive. Jongman, who did an analysis of the witnesses in the Jucundus archive noticed that persons with high social status place their signature higher in witness lists than those of lower status.¹⁹⁹ This could be one of the reasons why Timo[theus] from tablet 102 is at the bottom of the list. However, as noted by Jongman, using an example from the work *Satire III*²⁰⁰ by the ancient poet Juvenal (late first century, possibly AD 67 – early second century), personal wealth could also influence the order in which witnesses are listed. In *Satire III* Umbricus is complaining that rich foreigners are signing before him (lines 81-82) and get better seats at banquets.²⁰¹ No example of foreigner being up high in the witness list could be found in either of the analysed archives but apparently, at least on a theoretical level, this was a possibility.

Tablets 100 and 102 and are the only ones in the archive where we can talk about actual foreigners. One certain individual named Lucius Valerius Peregrinus could be found among witnesses in tablets 22, 70 and 115 but there is no indication of him being an actual foreigner (he even has *tria nomina*) despite his last name which could suggest otherwise. Two tablets (32 and 136²⁰²) are in Latin transcribed in Greek letters. This is a case of *stipulatio* and it was not forbidden to use other languages for replying (as *stipulatio* was achieved in the form of question and answer) as stated by the jurist Ulpian.²⁰³ These are the only examples of it in the archive and besides this, these tablets are of no more significant interest. The lack of foreigners in the archive forces us to turn our attention to the social class of freedmen.

The freedmen and direct descendants of freedmen are certainly very numerous in the tablets, especially among sellers and witnesses. However, the numbers I gave at the beginning of this chapter should not be considered absolute. Deviation is possible and Andreau, from whom I took these numbers, acknowledges this.²⁰⁴ From an analysis of the Sulpicii archive, we already learn that belonging to this social category did not affect the participation of freedmen in financial

¹⁹⁸ Ibid., p. 290.

¹⁹⁹ Jongman, *The Economy and Society of Pompeii*, p. 226.

²⁰⁰ Juvenal & Mayor, John E. B. (ed.), *Thirteen Satires of Juvenal. With a Commentary. Volume 1* (London, 1872; Cambridge university press 2010 edition).

²⁰¹ Jongman, *The Economy and Society of Pompeii*, p. 227; Juvenal & Mayor, John E. B. (ed.), *Thirteen Satires of Juvenal*, p. 8. „in summa, non Maurus erat neque Sarmata nec Thrax, / qui sumpsit pinnas, mediis sed natus Athenis. / horum ego non fugiam conchylia? Me prior ille / signabit fultusque toro meliore recumbet, / advectus Romam quo pruna at cottona vento? /...”

²⁰² *CIL* IV Suppl. I, nr. 32, pp. 321-322; nr. 136, p. 381.

²⁰³ Ibid., p. 421.; *Dig.* 45 1.1.6 (Vol. 4, pp. 163-164) 1 ULPIAN, Sabinus, book 48: 6. “It makes no difference whether the reply is made in the same language or in another. For instance, if a man asks in Latin but receives a reply in Greek, as long as the reply is consistent, the obligation is settled. Whether we extend this rule to the Greek language only or even to another, such as Punic or Assyrian or some other tongue, is a matter for doubt. The writings of Sabinus, however, allow it to be true that all tongues can produce a verbal obligation, provided that both parties understand each other's language, either of their own accord or by means of a truthful interpreter.”

²⁰⁴ Andreau, *Les affaires de Monsieur Jucundus*, p. 154. In this page he also explains what criteria he uses and what problems he faces to come up with those numbers of freedmen in the archive.

transactions in any more significant way, at least in those transactions recorded in the archive. The same thing applies to the Jucundus archive, however, here we can witness one different phenomenon. Jongman drew attention to this. He noticed that some people were not always placed on the witness lists in the same ranking order in relation to each other. This means that in one document, person A is ranked higher than person B, and in another, B is ranked higher than A.²⁰⁵ This probably had something to do with the person's individual wealth or connections. Jongman refers to such cases when this occurs as 'conflicts in respective rank' and gives a few examples. Some of these include freedmen of clear Greek origin. For example, M. Cestilius Philodespotus and A. Messius Phronimus are both in the witness lists in three tablets, 34, 43 and 101. In tablet 34 and 101 Philodespotus ranks higher than Phronimus, but in 43 it is Phronimus who is higher.²⁰⁶ Another example could be the same M. Cestilius Philodespotus and N. Popidius Amarantus who also appear in tablets 43 and 101. In tablet 43 Philodespotus is higher and in 101 Amarantus.²⁰⁷ Some of the cases of this happening are discarded by Jongman, however, because he believes in errors made by epigraphists reading the original text which were translated into Zangemeister's publication of the Jucundus archive.²⁰⁸ The possibility of such exceptions do not contradict the existence of such phenomena.

The investigation of the Jucundus archive has shown that auctions were mostly Roman practice and foreign influences on auctions were extremely small, if any. In the archive, we only encounter one foreigner, Ptolemy, son of Masyllus from Alexandria (tabl. 100), who was selling his goods (linen) in the auction. The other possible foreigner Timo[theus] (tabl. 102) was just a witness. The lack of foreigners could suggest us that Greeks were not used to the practice of auctions and did not engage in it even though they had the possibility to do so. Roman law apparently did not apply any restrictions to foreigners in this regard. Making oral contracts in foreign languages was allowed, this must have been useful for freedmen, and an example of it can be seen in tablets 32 and 136, where part of the text is written in Greek letters. Another conclusion is that personal wealth, and probably connections, had a considerable impact and this can be seen in witness lists which were included following the record of the auction. Important and influential people signed first. In this archive, the best and the most interesting example of this appears among freedmen. We can see conflicts among certain people where one person, in one document, is higher in the witness list, and in the other document, the other person is higher. Apparently, personal wealth sometimes could even help foreigners to be placed at the top of a witness list as suggested by *Satire III*, a work of fiction by the ancient poet Juvenal. No such thing is seen in the Jucundus archive but such a possibility was apparently real. It is unfortunate that this study does not include more material due to the poor condition of the archive. However, even in the case of a more complete Jucundus archive, it would be hard to expect much more useful information due to its auction-centric nature.

²⁰⁵ Jongman, *The Economy and Society of Pompeii*, p. 331.

²⁰⁶ *Ibid.*, p. 331.

²⁰⁷ *Ibid.*, p. 332. More examples between pages 331 and 337.

²⁰⁸ *Ibid.*, pp. 331-337. He comments every single conflict individually, there are 16 of them, and gives his opinion whether this case should be dismissed or not.

Appendix 1: mentioned *tabulae* from TPSulp. to TPN

TPsulp.	TPN
4	3
13	13
14	14
45	86
49	101
51	43
52	44
60	49
61	51
62	50
67	58
68	59
78	68
80	89
82	82
106	110

Conclusion: *peregrini*, trade, and law

In conclusion, it could be stated that the investigation of the Sulpicii and Jucundus archives has shown that foreign merchants (*peregrini*) were considered a party in the contracts and they did not face much trouble in making financial transactions operating within Roman law. The markets of the Bay of Naples were open to foreigners but the number of them found in the archives suggests that they did not have many dealings with local bankers. As the study has shown this is especially true for dealings related to auctions as suggested by the very minimal number (only one case, tablet 100) of foreigners in the Jucundus archive. This probably was due to the rare usage of auction practice in the Greek-speaking world, since Greeks were not used to selling their goods this way. Because, as stated by Temin, auctions in Greek world were less important.²⁰⁹

All the contracts except one in each archive were prepared in accordance with Roman law practices. The only exception is TPSulp. 78 found in the Sulpicii archive. This is easily the most interesting case of this study. Part of it was prepared according to the Greek model, another part according to the Roman. In court, this case could have been investigated using either Roman or Greek law. As was mentioned in the introduction Temin used the archive of Sulpicii (and papyri of Egypt) to state that there are many contracts which were hybrids of Roman and Greek usages although in theory non-citizens should have been excluded from Roman contracts.²¹⁰ I would evaluate this statement as a bit too bold or at least insufficiently reasoned. Yes, in the Sulpicii archive we meet a number of Greek people but vast majority of them are operating within Roman law and small Greek law influences hardly make those contracts to be worth a call 'hybrid'. Only the aforementioned TPSulp. 78 can truly be called a hybrid of Roman and Greek laws and only one case hardly qualifies the Sulpicii archive to be worth mentioned to include 'many' such contracts as stated by Temin.

Restrictions found in the tablets for foreign merchants doing business with Romans were easy to overcome as we see from the Sulpicii archive. Among such restrictions in the archives we find a restriction on using *stipulatio* (which could have been bypassed by just using a different expression as seen in three examples from the Sulpicii archive (TPSulp.: 4, 13, 14) and a ban on a foreign woman making a financial transaction without the guardianship of her husband or adult son who also could have been a foreigner (TPSulp. 60-62). As seen in the work of *Satire III* by the ancient poet Juvenal, rich and influential foreigners could possibly even appear on top of witness lists.²¹¹ However, this should be viewed with caution. This is a theory suggested by Jongman²¹² who did an analysis on witness lists on the Jucundus archive, but to prove this theory he used *Satire III* which after all, is the work of fiction and an example of this happening could not be found in the analysed archives.

²⁰⁹ Temin, *The Roman Market Economy*, p. 180.

²¹⁰ *Ibid.*, p. 169.

²¹¹ Juvenal & Mayor, John E. B. (ed.), *Thirteen Satires of Juvenal*, p. 8.

²¹² Jongman, *The Economy and Society of Pompeii*, p. 227.

No restrictions could be identified for another social group, freedmen, who were of foreign origins, actually quite the opposite. As this study showed, the use of the *arrabo* mechanism (in TPSulp. 51), which was of Greek origin, was accepted by Roman law and the only usage of it was recorded in one of the transactions involving a freedman Gaius Novius Eunus. Another favourable practice for freedmen of foreign origins, as it is said in the *Digest*²¹³, was that they were allowed to perform *stipulatio* by giving a reply in their mother tongue. Usage of this practice could be seen in a couple of tablets (tabl. 32 and 136) from the Jucundus archive. Personal wealth and influence also play a role among freedmen. Among numerous witnesses in the Jucundus archive, we encounter a considerable number of cases involving freedmen of foreign origin and, what is more, some kind of conflict among them. In few examples of it given in this study we can see two certain witnesses are met in more than one document and in one document one person is situated higher in a witness list and in another document another one is higher. This, of course, as well happened among witnesses who were of Roman origin, there is no differences between Roman and non-Roman origin freedmen in this regard, as the study shown.

As I stated at the end of the first part of this study, foreigners adopted a model of contract from Roman law, and also adopted the element of individual contracting with individual legal responsibility and bilateral litigation. This idea is mostly borrowed from Terpstra²¹⁴. At the introduction I said that I will evaluate Terpstra's ideas made after an analysis of the Sulpicii archive. This analysis confirmed his aforementioned idea as well as the one where he states that peregrini used Roman law in contracting and in litigation, and if necessary in a somewhat modified form.²¹⁵ The only aspect where I am not in complete agreement with Terpstra is his statement that *stipulatio* worked the same way for Roman citizens and foreigners.²¹⁶ This was not a case as shown by an analysis of TPSulp. 4, 13 and 14.

It is unfortunate that the study did not include more information due to the poor condition of some of the tablets. This applies especially to the Jucundus archive. Notwithstanding these limitations, this study offers valuable insights into foreign merchant commercial activities in the Roman world, Roman banking history and Roman law's treatment of foreigners. Most importantly it sheds new light on already well-examined archives by focusing on the specific topic of foreigners in the archives, a topic which is often overlooked or does not receive enough attention, with a scope never seen before.

A future study similarly investigating foreign merchants would be interesting. The study could be repeated and expanded using the material of the recently found archive in London during the construction of the Bloomberg building between 2010 and 2014. This archive also contains legal and business documents, bills and promissory notes and is just recently published²¹⁷. Further research might also explore the Roman banks and foreign merchants in Egypt²¹⁸.

²¹³ *Dig.* Vol. 4, pp. 163-164 (45 1.1.6).

²¹⁴ Terpstra, Taco T., *Trading communities in the Roman world*, p. 65.

²¹⁵ *Ibid.*, p. 93.

²¹⁶ *Ibid.*, p. 61.

²¹⁷ Tomlin, Roger, *Roman London's First Voices: Writing Tablets from the Bloomberg Excavations, 2010-14*: 72 (Monograph Series) (London, 2017).

²¹⁸ The best starting point here probably would be: Andreau, Jean, *Banking and Business in the Roman World*.

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