

From the Recent Discovery of Documents in Pompeii: The *tabellae* of Titinia Antracis and the Suretyship of Epichares

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I.

Six documents in fragments are among the great discovery of documents on commerce and litigation found in Murecine at the gates of Pompeii in 1959. These six documents are distinguishable from all others by the way their writing is arranged. Camodeca numbers them TPSulp 60–65 and puts them under the title "Nomina arcaria" in his *Edizione Critica*.¹ In the text of the documents we can distinguish two parts,² the first of which shows the unusual graphic arrangement. Its first line is apparently a heading, which stands out with considerably larger strokes from the rest of the text.³ It consists of the word *tabellae* and a name in the genitive; in TPSulp 60, the document I shall be discussing here, this heading reads *Tabellae Titinia Antracidis*. Broadly the form of these documents was already familiar from the discoveries in Herculaneum in the 1930s, for which Pugliese Carratelli provided readings and Arangio-Ruiz commentary in the 1950s.⁴ Only after the discovery of the documents in Murecine, however, was Camodeca able to reconstruct the form definitively.⁵

* This piece originally appeared as J. G. Wolf, "Aus dem neuen pompejanischen Urkundenfund: Die *tabellae* der Titinia Antracis und die Bürgerschaft des Epichares," 49 *IVRA* 25 (1998), and has been translated by Ernest Metzger. In this article I would like to pursue a thesis which I tentatively suggested in my review of Camodeca's "Edizione critica" in J. G. Wolf, "Der neue pompejanische Urkundenfund," 118 *ZSS (rom. Abt.)* 73, 119–24 (2001).

¹ G. Camodeca, *Tabulae Pompeianae Sulpiciorum (TPSulp.)*. *Edizione critica dell'archivio puteolano dei Sulpicii* (Rome, 1999), 151–60, as previously in idem, *L'archivio puteolano dei Sulpicii* (Naples, 1992), 199–235.

² See Camodeca, *L'archivio* (note 1), 214–16.

³ The photographs and apographs of TPSulp 60 and 65.2 allow one to see this directly. Camodeca, *Edizione* (note 1), 571 and 580.

⁴ The *editio princeps* with (initial) commentary is from 1954: V. Arangio-Ruiz and G. Pugliese Carratelli, "*Tabulae Herculenses IV*," 9 *La*

II.

We know that the new Pompeian documents originate from the archives of the banking house of the *Sulpicii* in Puteoli. Our document was prepared there on 20 March A.D. 43. It was, like all the tablets of this kind,⁶ a triptych, but in this document only a *scriptura interior* and *exterior* is preserved. The *scriptura interior* is set out below with Camodeca's readings and restorations.⁷

TPSulp 60

2	1	TABELLAE TITINIAE <i>Antracidis</i>	
	2	EXP	
	3	EUPLIAE THEODORI F	<i>hs ∞ dc</i>
	4	MEILIAE TUTURE AUCTORE	
	5	EPICHARE APHRODISI F	<i>ATHENiensi</i>
	6	PETIIT ET NUMERATOS ACCEPIT	
	7	DOMO EX RISCO	
	8	ACP	
3	1	RISCO	<i>hs ∞ dc</i>
	2	EOS HS ∞ DC NUMMOS QUI S S SUNT	
	3	INTERROGANTE	<i>titinia antracide</i>
	4	FIDE SUA ESSE IUSSIT	<i>epichares aphrodisi</i>
	5	F ATHENENSIS	<i>Pro euplia theodori f</i>
	6	MELIACA	<i>Titinia antracidi</i>
	7		<i>Actum puteolis xiii k apr 20.3.43</i>

Parola del Passato 54, 67–70 (1954); with a few corrections by Pugliese Carratelli the documents were published again with a new interpretation in 1958: V. Arangio-Ruiz, "Tavolette ercolanesi (debiti di denaro)," 61 *BIDR* 293, 303–304 (1958) [= *Studi epigrafici e papirologici* (Naples, 1974), 527–28]; a third interpretation followed in 1964: V. Arangio-Ruiz, *Studi epigrafici e papirologici* (Napoli, 1974), 673–85 [= "Le tavolette cerate di Ercolano e i 'nomina arcaria'," in *Mélanges Tisserant* (Vatican City, 1964), 9–23]. On Pugliese Carratelli's readings and Arangio-Ruiz' interpretations, along with a *cura secunda* of two documents from Herculaneum, see G. Camodeca, "Per una riedizione delle Tabulae Herculanaenses. II. I nomina arcaria TH 70+71 e TH 74," 2 *Ostraka* 197 (1993). These documents follow the same formula as those from Puteoli. The Herculaneum documents are now also in P. Gröschler, *Die tabellae-Urkunden aus den pompejanischen und herkulanensischen Urkundenfunden* [*Freiburger Rechtsgeschichtliche Abhandlungen* (new series), vol. 26] (Berlin, 1997), 138–46.

⁵ First in G. Camodeca, "Per una riedizione dell'archivio puteolano dei Sulpicii. VI. Il dossier di Euplia da Milo e i nomina arcaria," 12/13 *Puteoli* 3 (1988/89; published 1990).

⁶ And not only those of the new find: Arangio-Ruiz, *Studi epigrafici* (note 4), 675 and *passim*. On TH 70+71 and TH 74, see Camodeca (note 4), 201, 203.

⁷ First in Camodeca (note 5), 11–13, then in Camodeca, *L'archivio* (note 1), 209–10. Also printed in Gröschler (note 4), 67–68.

8 SEX PALPELLIO *histro l pedanio*
 9 SEcundo cos

It is an evidentiary document,⁸ but only the second part is a memorandum. That part comprises lines 3.2 to 3.6 and, as in all the documents, recounts a security transaction, and here, as is common,⁹ the establishment of a suretyship.¹⁰

The first part, on the other hand, is not a memorandum.¹¹ It comprises lines 2.1 to 3.1 and includes the peculiar graphic arrangement mentioned above. These lines evidently represent entries.¹² As the document itself cannot have been the source of the entries, we seem to be dealing with an extract from an account book. The account book is the *Tabellae Titiniae Antracidis*, for it is below this heading that the entries are reproduced. The first entry is an expenditure, the second, income. The expenditure is under the abbreviation EXP for *expensos* (sc. *sestertios*), while income is under the abbreviation ACP for *acceptos*; they are also graphically emphasized by their isolated position in the middle of the line.¹³

III.

The second part, the memorandum on the establishment of a suretyship, does not pose any difficulties and indeed is helpful in understanding the first part. For here we find out about the legal relationships among the persons concerned. The Athenian Epichares, son of Aphrodisius, is the surety: *fide sua esse iussit Epichares Aphrodisi filius Athenensis* (lines 3.4–5). Epichares stands surety for Euplia of Melos, daughter of Theodorus: *pro Euplia Theodori filia Meliaca* (lines 3.5–6). He stands surety for Euplia with Titinia Antracis: *interrogante Titinia Antracide fide sua esse iussit* (lines 3.3–4) . . . *Titiniae Antracidi* (line 3.6). The

⁸ The list of witnesses is preserved in TPSulp 61 and 64, and in TH 67+56, 68, 69, and 70+71; see also Camodeca (note 4), 207–209.

⁹ Namely, in TPSulp 61, 62, 64, and TH 70+71.

¹⁰ In TPSulp 63 the creditor Cinnamus had the debtor herself promise to pay a *poena* in the event of delay, and secured the promise with a *sponsio*; in TH 74 a slave is mancipated to the creditor L. Cominius Primus *fiduciae causa*, and the proof of the mancipation is indeed attested in a separate document from the same day, TH 65. See Camodeca (note 4), 206–207.

¹¹ As discussed with great clarity in connection with the Herculaneum documents, in Arangio-Ruiz, *Studi epigrafici* (note 4), 676.

¹² Once again, with respect to the Herculaneum document tablets, Arangio-Ruiz and Pugliese Carratelli (note 4), 70–71.

¹³ Camodeca (note 4), 204, reads *acceptos* in his *cura secunda* of TH 74 instead of the abbreviation.

legal relationships are thus: Euplia is the debtor, Titinia Antracis is her creditor, and the amount of the debt is 1,600 sesterces. From the first part of the document we can add that Epichares, who is standing surety for Euplia, is her guardian.¹⁴ The memorandum clearly informs us that the secured principal debt is defined in the first part of the document: with the words *EOS sestertios mille sescentos nummos qui supra scripti sunt* (line 3.2) the memorandum refers to the sum of money named immediately above (line 3.1) as the amount received, which therefore must be the amount of the guaranteed principal debt.

IV.

The first part of the document is not so easy for us to understand. This much is clear: the entries are an extract from the *tabellae* of the creditor of the guaranteed principal debt. But what were these *tabellae*? For Arangio-Ruiz,¹⁵ whom Kunkel¹⁶ and later (regarding the newly discovered documents) even Bove¹⁷ followed, the *tabellae* were the *codex accepti et expensi*, which also were called *tabulae accepti et expensi* or simply *tabulae* (*tabellae*, we know, is the diminutive of *tabulae*). They base their argument on the accounting terminology used. Camodeca departs from them only insofar as he regards the *tabellae* as the *rationes domesticae* of the creditor, which would already have replaced the *codex* in the early empire.¹⁸ In the literary tradition after Labeo¹⁹ the

¹⁴ Euplia and her guardian Epichares are *peregrini*. *Fideiussio* and *mutuum* were open to foreigners. Therefore *peregrinitas* neither plays a role here nor in the granting of the loan, which we hear about in the first part of the document. But compare Gaius 3.132. Further on the guardianship of Epichares, see Camodeca, *L'archivio* (note 1), 217; idem, *Edizione* (note 1), 156; and Gröschler (note 4), 194–98.

¹⁵ Arangio-Ruiz and Pugliese Carratelli (note 4), 70; Arangio-Ruiz, *Studi epigrafici* (note 4), 677, and elsewhere.

¹⁶ W. Kunkel, "Epigraphik und Geschichte des römischen Privatrechts," 17 *Vestigia: Beiträge zur alten Geschichte* 193, 216 n.38 (1973).

¹⁷ L. Bove, *Documenti di operazioni finanziarie dall'archivio dei Sulpici* (Naples, 1984), 150–51.

¹⁸ Camodeca, *L'archivio* (note 1), 206–207, relying also on R. M. Thilo *Der Codex accepti et expensi im Römischen Recht* (Göttingen, 1980), 197–98, 315–17. Similarly, Camodeca (note 4), 200: the old *codex*, according to Camodeca, was replaced "per queste registrazioni dalle *rationes domestiche*, anche esse, come il *codex*, tenute in ordine cronologico e consistenti in politici di *tabulae lignee*." What distinguished the *rationes domesticae* from the *tabulae accepti et expensi* are not really made clear, however. Only in larger households were slaves entrusted with the accounting, and only in very large houses was a *dispensator* put in charge of the *arcarii*, while the master of the house confined himself to checking and signing what was done. This practice, as Thilo explains (*Codex*, 122–23,

terms *codex* and *tabulae* in this technical sense are no longer attested.²⁰ From this, however, we cannot conclude that the institution itself fell out of use.²¹ The literal contract described by Gaius,²² and by no means obsolete in his time, presupposes accounting in the manner of the *tabulae accepti et expensi*.²³ Documentary usage might therefore faithfully have preserved the customary terminology, not perhaps continuously, but easily into the decades when our documents were prepared.²⁴ The most recent documents of those we can date were prepared in Herculaneum in AD 62.²⁵ Therefore the heading under which the entries in our document appear does not disturb Arangio-Ruiz's suggestion. The document in fact confirms his suggestion all the more.

159–60), was by no means new to the early empire, and in any event it is not a suitable criterion for distinguishing the *rationes domesticae* from the *tabulae accepti et expensi*. See also note 23 below. For ps.-Asconius at Cic., in *Verr.* II.1.60, the "accepti tabulae" were the "ratio domestica"; he comments: *Moris autem fuit, unumquemque domesticam rationem sibi totius vitae suae per dies singulos scribere, quo appareret, quid quisque de redditibus suis, quid de arte, fenore luovro seposuisset, et quo die, et quid item sumptus damniv fecisset.* On this passage see Thilo, *Codex*, 200–201. For further discussion see also H. L. W. Nelson and U. Manthe, *Gai Institutiones III 88–181. Die Kontraktobligationen. Text und Kommentar [Freiburger Rechtsgeschichtliche Abhandlungen (new series), vol. 35]* (Berlin, 1999), 496–516.

¹⁹ D.32.29.2 (Labeo 2 post. Iav. epit.): *Cum ita legatum esset: "quanta pecunia ex hereditate Titii ad me pervenit, tantam pecuniam heres meus Seiae dato," id legatum Labeo, quod acceptum in tabulis suis ex ea hereditate testator retulisset.*

²⁰ Thilo (note 18), 196–98.

²¹ Thilo (note 18), 196, initially speaks about a "change in the designation of domestic bookkeeping," but then suggests, 198, that "the *ratio dominica*, which the *pater familias* only verified by *subscribere*, had very substantially taken the place of the old republican *codex*." At the same time he does not exclude the possibility that the *codex accepti et expensi* was still in use in the 2nd century A.D. That bookkeeping by *ratio dominica* and *ratio domestica* are the same is tacitly assumed.

²² Gaius 3.128–130.

²³ Nelson and Manthe (note 18), 496–97. According to Thilo (note 18), 316, the *litteris obligatio* could be handled in the *rationes* just as it was handled in the *codex accepti et expensi*.

²⁴ We know that Gellius (14.2.7), from his duties as *iudex*, reports that the *expensilatio* was part of the usual items of evidence of a loan: *Is tamen [sc. unde petebatur] cum suis multis patronis clamitabat probari apud me debere pecuniam datam consuetis modis: expensatione, mensae rationibus, chirographi exhibitione, tabularum obsignatione, testium intercessionem.* See Thilo (note 18), 258–59.

²⁵ TH 74 is from 20 January 62 (Camodeca (note 4), 204), and TH 73 from 4 December 62 (Arangio-Ruiz and Pugliese Carratelli (note 4), 69); both documents are printed in Gröschler (note 4), 141 and 143.

From early times the *tabulae accepti et expensi* belonged among the basic institutions of the Roman household.²⁶ It provided a way to keep accounts for domestic property. Contrary to what many believe, it was not a cashbook in which only receipts and expenditures were entered.²⁷ Claims and debts were also recorded in the *tabulae*, as Thilo's research has shown beyond doubt.²⁸ Payments and liabilities were entered in the order in which they occurred, so that at any point the *codex* provided information about the changes in and condition of the whole domestic property.²⁹

Domestic accounting was not prescribed by law, but was required by tradition and custom,³⁰ and its misuse was probably also sanctioned. Under these circumstances it is understandable that even claims (the so-called *nomina transscripticia*) could be based on certain entries,³¹ and for other claims an entry in the *codex* at least served as evidence before a court. So says Gaius of *nomina arcaria*, which he contrasts with *nomina transscripticia*.³² *Nomina arcaria* were claims on loans, and liability was based not on the entry in the *codex*, but simply by the payment of the loan amount; the entry in the *codex* served only as evidence of liability incurred through *numeratio pecuniae*.³³ How the entry looked cannot be gathered from Gaius. We do take from Gaius, however, that "nomina arcaria" was not a concept of substantive law, but of accounting and evidentiary practice, which explains why it does not otherwise appear in the juristic writings.

²⁶ Thilo extends our understanding of the *tabulae accepti et expensi* a great deal; see especially Thilo (note 18), 1–40, 79–93, 162–87, and on the *tabulae*'s historical place, 187–202. See also Nelson and Manthe (note 18), 496–97.

²⁷ See Thilo (note 18), 7–21.

²⁸ See especially Thilo (note 18), 93–104, 165–70, 275. In accord are Gröschler (note 4), 251; Nelson and Manthe (note 18), 496–99.

²⁹ Thilo (note 18), 166–68. The exclusively chronological arrangement of finances is a genuine insight for our understanding of the *tabulae accepti et expensi*. The *codex* was not the only institution to observe this arrangement; it was a general principle of Roman bookkeeping: Thilo (note 18), 315–16.

³⁰ Cf. Cic., *Rosc. Com.* 2.5–3.9, especially 2.7.

³¹ Gaius 3.128–130. On the grounds for literal claims deriving from cross entries see, e.g., Thilo (note 18), 276–95; and in detail, Nelson and Manthe (note 18), 499–500.

³² Gaius 3.131.

³³ See, e.g., Gröschler (note 4), 77–78; Nelson and Manthe (note 18), 498.

V.

In our document the recipient and the amount are recorded immediately by the payment entry; presumably this is the least that is required of a payment entry. The recipient of the payment was Euplia, the amount of the payment 1,600 sesterces. We know from the surety memorandum that Euplia was Titinia's debtor and that the amount of the debt was 1,600 sesterces; here we see how this debt was incurred. The name of the recipient is in the dative, the amount paid in the accusative. Therefore the entry reads like this: *expensos Eupliae sestertios mille sescentos*. The dative *Eupliae* is a *dativus commodi*,³⁴ which expresses the fact that the payment is "to the benefit of" Euplia. The clause is elliptic, possibly needing a form of *ferre* to complete it,³⁵ perhaps *tuli*, so that a translation could run: "I have recorded that 1,600 sesterces were paid out to Euplia."³⁶ As Euplia is under guardianship, one must add: "with the consent of her guardian Epichares" (*tutore auctore Aphrodisi filio Atheniensi*, lines 2.4–5).

The entry, however, is not confined to recording the payment; a caption is appended to the payment record.³⁷ With characteristically technical brevity it is noted that Euplia had, regarding the amount recorded, "asked for and received payment from the house from the cashfund" (*petiit et numeratos accepit domo ex risco*, lines 2.6–7). The *riscus* is a chest covered with hide, which like the *arca* was used for the safekeeping of money.³⁸ The

³⁴ Camodeca, *Edizione* (note 1), 151, and *L'archivio* (note 1), 215, with reference to Thilo (note 18), 275.

³⁵ See the list of "römischer Buchungsterminologie" in Thilo (note 18), 268–75.

³⁶ Thilo (note 18), 273–74, points out that the numerous texts with *acceptum* and *expensum ferre* are usually conveying information about accounts, but not the wording of the accounts. The *pater familias*, he says, did not write "acceptum refero," but rather "accepi"; the fact that an entry is being dealt with does not itself have to be entered. Direct quotations support his point. On the other hand, we see that the person who prepares a *chirographum* always writes that he has written, e.g., "C. Novius Eunus scripsi me accepisse." Moreover, the caption which is appended to the payment entry (which I discuss immediately below) is apparently a direct quotation. I therefore also exclude the possibility that a predicate to *tabellae* could have been left out, the first three lines reading: *tabellae Titiniaae (ostendunt) expensos Eupliae sestertios*.

³⁷ In J. G. Wolf, "Der neue pompejanische Urkundenfund," 118 ZSS (rom. Abt.) 73, 119–24 (2001), I identified the entire text of the payment entry, except *exp*, as the "caption," which is inappropriate at the very least, and linked *tutore auctore Epichare Aphrodisi f Atheniensi* to what follows, which is not correct. Similarly, Nelson and Manthe (note 18), 212.

³⁸ The *arca*, a case or chest, had been used from early times and was the usual object for this purpose; accordingly the usual formula was *domo*

payment "domo ex risco" therefore took place directly from the domestic cashfund.³⁹ The usual alternative was payment *in foro et de mensae scriptura*:⁴⁰ in the forum, through the *argentarius*, with whom one had kept a deposit and who entered the payment in his *rationes*.⁴¹ A payment *domo ex risco* could take place for many reasons, perhaps for clearing debts or *donationis causa* or *dotis nomine*. Here it took place, as "petiit" makes clear, on the wishes of Euplia, which is to say for the sake of a loan. It is clear that, with this entry in the *tabulae accepti et expensi*, a *nomen arcarium* was recorded;⁴² or if we consider the matter carefully, not the *nomen* (the claim), but more accurately its grounds.

VI.

Unlike the payment entry, the receipt entry does not have its own caption. It reads simply "received — for the cashfund — 1,600 sesterces" (*acceptos risco sestertios mille sescentos*). From context, however, it is immediately clear that what is here entered as "received" is the 1,600 sesterces, which above is entered as "paid," and that it is entered as "paid" for the very cashfund from which (according to the caption accompanying the payment entry) it was paid.⁴³ From the payment entry we know of course to whom and

ex arca and, in the same vein, *nomen arcarium* and also *servus arcarius*. See, e.g., Gröschler (note 4), 80 & n.57.

³⁹ On the separative *domo*, see Camodeca, *L'archivio* (note 1), 299; idem (note 4), 205; Gröschler (note 4), 69 & n.6.

⁴⁰ Donatus at Terence, *Adelphoe* 2.4.13 (277): *tunc enim in foro et de mensae scriptura magis quam ex arca domoque vel cista pecunia numerabatur*; and at *Phormio* 5.8.29 (922): *per scripturam, id est mensae scriptura dari. Unde hodie additur chirographis "domo ex arca sine mensae scriptura."*

⁴¹ Thilo is instructive on all of this: see Thilo (note 18), 223–28, 247, 266. In listing the various means of proof Gellius gives *mensae scriptura* as "mensa rationes."

⁴² On this point, but referring to the Herculaneum documents, see Arangio-Ruiz, *Studi epigrafici* (note 4), 685: "Ritornando per concludere alle *scripturae* ercolanesi esaminate, dovremo dire ch'esse sono documenti di *nomina arcaria* celebrati dal creditore, qui riprodotti in base al *codex* di lui dal debitore." (The "dal debitore" is of course not supportable.) Similarly, Camodeca, *L'archivio* (note 1), 206–208; idem (note 4), 201–207; and idem, *Edizione* (note 1), 151, with the difference noted above (see the text accompanying note 18), that the entry is an extract from the *rationes domesticae*. Nelson and Manthe (note 18), 212, speak about "reference to an *expensum*-entry," without making it clear whether they mean an entry in the *codex* of "the banker" or of the creditor Titinia. See also note 48 below.

⁴³ This of course is strongly contested by Arangio-Ruiz and Camodeca; their interpretations are discussed immediately below. Kunkel (note 16), 216, and Thilo (note 18), 132–33, proceed from a false reading; see

how the recorded expense was made, namely, to Euplia and by a cash payment from the domestic cashfund; here, however, it is unclear what kind of income is being recorded, whether "acceptos" represents the entry of a cash payment of 1,600 sesterces, or "in favor of the cashfund" signals that a claim for this amount is being entered. The latter seems to me to be correct. I defend this interpretation below.

VII.

Camodeca sees in the receipt entry an extract from the *tabulae* of Euplia: the receipt entry would be the "counter entry" (*controregistrazione*) in the *codex* of the debtor Euplia to the payment entry in the *codex* of the creditor Titinia.⁴⁴ Arangio-Ruiz had offered this explanation earlier, in his 1958 interpretation.⁴⁵ It seems conclusive and plausible; the suretyship would be explained in a straightforward way as security for a claim for loan. It is, however, an inadequate explanation. There is nothing to indicate that the receipt entry could come from a different *codex* than the payment entry comes from, or that the *riscus*, for which receipt is entered, could have been a different *riscus* from the one out of which the payment took place. It is also not clear for what purpose the receipt entry from Euplia's *tabulae* should be reproduced in this document; evidence for the loan claim, as Gaius tells us expressly, was assured by the entry in the *tabulae*. And should

Gröschler (note 4), 87–88. On Gröschler's own interpretation, see the discussion immediately below.

⁴⁴ Camodeca, *L'archivio* (note 1), 215 n.32, and 221–22: ". . . non vi è alcuna equivalenza, né in realtà poteva esserci, fra l'*accepit ex arca* e il successivo *AC(ce)P(tum)/Arcae*. Anzi il significato è opposto; con la prima espressione si indica che il danaro è stato ricevuto in contanti (*numerationem*) direttamente dall'*arca* del creditore (*ex arca*), con la seconda l'effettuata registrazione a favore dell'*arca*, ovviamente, del debitore. In queste *testationes* di *nomina acaria* . . . si attestava la perfetta corrispondenza fra le poste rispettivamente in *EXP*, ed in *ACP*, sulle *rationes* delle due parti." See also Camodeca (note 4), 205–206 n.38 and idem, *Edizione* (note 1), 151.

⁴⁵ Arangio-Ruiz, "Tavolette ercolanesi" (note 4), 306 [= *Studi epigrafici* (note 4), 530]: "Per quanto possiamo vedere, all'*exp(ensum)* iniziale corrisponde sempre un *acceptum*, o *ac(ce)p(tum)*, finale, del quale taluno potrà pensare che indichi una notazione scritta di mano del debitore nel *codex* del creditore, mentre noi preferiamo pensare che vi sia documentata la corrispondenza fra le notazioni dei due *codices*." In 1964, Arangio-Ruiz (*Studi epigrafici* (note 4), 675–78) finally came to regard the receipt entry as an addition in the debtor's hand, the debtor who (in his opinion) had prepared the document (see note 42 above); on this understanding, by making this addition to the payment entry, copied from the *codex* of the creditor, the debtor recognized the loan claim.

we really accept that the receipt entry from Euplia's accounts is abruptly and anonymously inserted under the heading "Tabellae Titiniae Antracidis" after the payment entry from Titinia's account? That cannot be right.

Gröschler understands the document quite differently. In his book on the tablets he takes up our document and expounds an interpretation.⁴⁶ It is full of surprises. He believes the first part of the document describes a three-way relationship; the third person, after Titinia and Euplia, is the bank of the *Sulpicii*, in whose archive the document was found. (One should note straightaway that the bank kept a whole series of documents in its archive, documents concerning business affairs and other legal matters in which the bank itself took no part.⁴⁷ Any interpretation of the new Pompeian documents essentially cannot rely on the fact that the documents were in the possession of the bank.) In the case of our document, Gröschler suggests the bank mediated the payment: Titinia did not pay the loan amount to Euplia; instead the bank did so on her instructions and in her name. In order to document the payment of the loan amount to Euplia, the bank prepared the document; the document, on this theory, is an extract from the *codex rationum* of the bank. The payment entry made it clear that the payment by the bank to Euplia should be deemed the act of Titinia. The appended caption conveyed two things: with *petiit et numeratos accepit* it conveyed the fact that Euplia had asked, not the bank, but rather Titinia, for the loan, and that Euplia had received the amount; and with *domo ex riscio*, that payment had taken place not through Titinia but from the funds of the bank. Finally, the receipt entry was the bank's counter entry to its own credit and to Titinia's debit. As Euplia was indicated by name in the payment entry, so the bank here is indicated by the word *riscus*. Gröschler says virtually nothing about the suretyship.

This interpretation is a conglomeration of arbitrary assumptions: that the bank is indicated by the word *riscus* and that the receipt entry is the bank's counter entry to Titinia's debit; that

⁴⁶ Gröschler (note 4), 92–96.

⁴⁷ We find out only from TPSulp 68 why the *chirographa* TPSulp 51, 52, 45, and 67 were in the bank's possession; see J. G. Wolf and J. A. Crook, *Rechtsurkunden in Vulgärlatein aus den Jahren 37–39 n. Chr.* (Heidelberg, 1989), 22–23. For similar reasons our document will also have been in the bank's possession, if the difficult reading of TPSulp 61, line 3.9, is the right one; see the text accompanying note 57 below. Gröschler's criticism of Camodeca, *L'archivio* (note 1), 213–14 (Gröschler (note 4), 95–96) is therefore unfounded. The argument in Arangio-Ruiz, *Studi epigrafici* (note 4), 681–82, is also methodologically flawed.

Titinia instructed the bank and the bank paid out the loan amount to Euplia and prepared the document as proof of payment; and that "the document" was an extract from the *rationes*, the bank's "personal account statement." There is no trace of any of this in the document.⁴⁸

VIII.

To recall: the document is an evidentiary document. The second part recounts the establishment of a suretyship. This act, and it alone, took place in the presence of witnesses; for it, and it alone, did the document serve as proof.⁴⁹ The principal debt, whose payment Epichares the surety has undertaken to guarantee, is defined in the first part of the document. It is defined by an extract from the *tabulae accepti et expensi* of Titinia the creditor. The extract consists of two entries: a payment entry and a receipt entry. The payment entry documents, in the *tabellae* of Titinia, the payment of the loan amount of 1,600 sesterces to Euplia, and thereby the basis for a *nomen arcarium*. Still to be explained is the receipt entry.

"Received — for the cashfund — 1,600 sesterces" could, according to the wording and context, be an entry for the repayment of the loan amount.⁵⁰ If this were true, however, then the *fideiussio* would essentially disappear; according to the suretyship memorandum, Epichares had just "taken on his own faith" the

⁴⁸ Clearly this interpretation is closely followed by Nelson and Manthe (note 18), 212, in their account of our document; see above note 42. The heading they translate as "Kontobuch für Titinia Antracis" ("Account book for Titinia Antracis") refers, on this interpretation, to the corresponding *expensum*-entry "in the creditor's main book." Yet Euplia as "debtor" is not the subject; TPSulp 60 would record a payment to Euplia "at the same time" as the surety promise, but it is not stated who undertook the payment. On the other hand we are told that *domus* was the place where "the banker" kept his housebook and "therefore a cash payment at the place of business was always indicated with (*de*) *domo numerare (reddere)*." On TPSulp 60 specifically, reference is made only to Gröschler (note 4), 67–70.

⁴⁹ It did not serve as proof of payment of the loan amount. It is therefore inappropriate to see the payment as the "object" (or *an* object) of the documentation, see Gröschler, (note 4), 81; Nelson and Manthe (note 18), 212. Proof of payment of the loan was assured by the entry in the *tabellae* of Titinia, as I discuss immediately below. See generally Wolf and Crook (note 47), 10–13.

⁵⁰ It is clear that the repayment of a loan had to be entered as "income" in the *tabellae*, and it is reasonable to suggest that, when this was done, a note was made from whom the money was received. See Thilo (note 18), 131–32, and 85, citing *D.17.1.22.8* (Paul 32 *ed.*).

1,600 sesterces entered in favor of the cashfund.⁵¹ "Received — for the cashfund" might next suggest cash coming in. *Numeratos*, however, is not the subject, and neither the person who (on this theory) made the payment nor the purpose of the payment is mentioned. On the other hand, we know that the *tabulae accepti et expensi* did not serve simply as a "cashbook"; that they recorded not only income and expenses, but also claims and debts. Accordingly the next explanation, and the simplest one, is that the entry "acceptos risico sestertios mille sescentos" recorded the claim that arose from the payment "from the cashfund" — the claim for repayment of the loan amount. The payment entry and its caption show that this claim was created, but the payment entry does not record the claim; it records the payment and the payment alone. If the *tabulae accepti et expensi* reflected the assets of the household, then the loan claim would have had to have been specifically recorded, and particularly the amount "in favor of the cashfund." The claim remained part of the assets of the creditor until the repayment of the loan amount.⁵² The very purpose of the *tabulae accepti et expensi* requires that accounting for a payment owed include accounting for a claim "in favor of the cashfund" based on the payment; if this were not done, the accounting would no longer be correct and the *tabulae* "wrong."⁵³ This recorded loan claim was, as we now see, the real *nomen arcarium*, which clearly derives its meaning from its connection with the payment entry. And it becomes entirely clear why the amount entered is "in favor of the cashfund," which is referred to in the suretyship memorandum.

IX.

Thus we come to the conclusion that our document is a suretyship document.⁵⁴ It provided proof that a suretyship had been established, but not proof of the events described in the *tabellae* of Titinia, that is, not proof that the *credendi causa*-payment of 1,600 sesterces *domo ex risico* to Euplia has taken place. These events are not part of the documentation, because they did not take place in the presence of the witnesses. The extract from the *tabellae Titiniae* served, in the context of the document, simply to

⁵¹ See above note 14.

⁵² Thilo (note 18), 103, to Cic., *Top.* 3.16.

⁵³ This explains Arangio-Ruiz' earlier observation (note 45 above), that "all'*exp(ensum)* iniziale corrisponde sempre un *acc(eptum)* finale."

⁵⁴ Nelson and Manthe (note 18), 212, on the other hand, regard it as a "receipt"; according to Gröschler (note 4), 84, it is a loan document, if I understand him correctly; see *id.* at 147–48 (somewhat more clear).

indicate and fix the principal debt. Had Titinia needed proof of the debt's existence, she would have used her *tabulae*. If this interpretation is accurate, then we have not only understood the document but are also getting a direct insight into the *tabulae accepti et expensi*, something we have not had up to now, and are seeing a "true copy" of how the *nomen arcarium* was entered.

X.

Our document is not the only one in which we meet the woman from Melos and her *kyrios*, Epichares the Athenian, who was presumably her husband.⁵⁵ It was on 20 March 43 that Epichares stood surety for her with Titinia Antracis. TPSulp 62 tells us that a year earlier, on 20 March 42, he had already once stood surety for Euplia, not with Titinia that time, but with C. Sulpicius Cinnamus, one of the bankers.⁵⁶ In the transaction with Titinia, Euplia had received 1,600 sesterces; with Cinnamus in the previous year, it was 1,000 sesterces. Both loans were not yet repaid when Epichares, on 20 July 43, stood surety for his wife a third time, again with Cinnamus, from whom this time she borrowed 500 sesterces. The memorandum of the suretyship that took place on this day, TPSulp 61, adds the following: *est autem ea pecunia praeter alias summas, quas Euplia et Epichares debent eidem C. Sulpicio Cinnamo et Titinae Antracidi*. By this time apparently the bank had undertaken to represent Titinia's interests with respect to Euplia and Epichares, which gives a plausible explanation why TPSulp 60, our document, was in its possession.⁵⁷ Euplia nevertheless did pay her loan debts to Titinia and Cinnamus. We know this because the *scriptura interior* of the three suretyship documents is overwritten in very large, masking letters with *SOL*, for "solutum."

In a fourth document dated 2 February 53, TPSulp 64, of which we have only the surety memorandum, both of the contracting parties to the loan are again women, one Titinia Basilis, the creditor, and one Faecia Prima, the debtor. Standing surety for the debtor was one N. Castricius Agathopus, who was presumably also her guardian. In the fifth document from Puteoli, TPSulp 63, from the year 45, the debtor is a woman as well, Magia L. f. Pulchra, freeborn, who in addition acted without a guardian, presumably freed from *tutela mulieris* by the *ius*

⁵⁵ See Camodeca, *L'archivio* (note 1), 217; Gröschler (note 4), 194–98.

⁵⁶ Camodeca of course gives fuller particulars of all documents in his *Edizione critica*.

⁵⁷ See note 47 above.

liberorum. The creditor is Cinnamus, who had granted her a loan of 30,000 sesterces *domo ex arca*, to be repaid on 1 May 46. Here there is no *fideiussio*, which a creditor could compel in order to secure his loan claim; Cinnamus goes further than this and has the debtor promise a *poena* in case of delay (perhaps, as Camodeca⁵⁸ suspects, even the *duplum* of the debt), and indeed secures the debt with a *sponsio*.

In all of the *tabellae*-documents from Puteoli the debtor is a woman, and this is true also of one of the two documents from Herculaneum (now reliably edited).⁵⁹ I now⁶⁰ see in this an explanation why particular means of proof were chosen: the loan, by entry in the *tabulae accepti et expensi* of the creditor; the security (whether in the form of suretyship or *stipulatio poenae*), by *tabellae*. For loan the usual form was the *chirographum* of the debtor, to which the *chirographum* of the surety could be attached.⁶¹ *Mutua* form the largest group (after the procedural *vadimonia*) among the identified documents in the new find, comprising ten documents.⁶² They are all *chirographa*, but not a single one is from a woman's hand. And in the one case where a woman accepted a loan, a slave wrote and acted for her.⁶³ These findings can only mean that the *chirographum* was not open to women, and apparently not even when they had been freed from *tutela mulieris*. However, neither the entry of a loan granted *domo ex arca* nor the preparation of a surety document required their involvement.⁶⁴

⁵⁸ Camodeca, *Edizione* (note 1), 158.

⁵⁹ Camodeca (note 4), 202 (TH 70+71). Here the surety is also the debtor's guardian. In TH 74 the loan claim is secured by the fiducial transfer of a slave. See note 10 above.

⁶⁰ Differently in Wolf (note 37), 124.

⁶¹ As in TPSulp 54 and 57; in TPSulp 55 the loan debtor witnesses, in a second *chirographum*, the pledge of silverware to secure the loan claim. See Wolf (note 37), 118–19.

⁶² TPSulp 50–59; see Wolf (note 37), 116–19.

⁶³ TPSulp 59. Only the second tablet of this document is preserved, with the list of witnesses on page four and the second part of the *scriptura interior* on page three.

⁶⁴ According to Arangio-Ruiz, *Studi epigrafici* (note 4), 681–82, 685, the document was produced or prepared by the debtor. According to Gröschler (note 4), 95, however, it was "issued" by a third person; in the case of Titinia Antracis the third person was the bank of the Sulpicii. Who prepared the document is of no consequence, and only a *chirographum* has an "issuer." Where evidentiary documents are concerned, the only question is "what is it evidence for?" along with "whom is it useful to?"