

Imperial Provisions for Pergamum: *OGIS* 484

A. D. Macro

IN HIS BOOK *Banques et banquiers dans les cités grecques* (Leiden 1968), R. Bogaert made valuable observations concerning the interpretation of the intractable document *OGIS* 484, directing his attention in the main towards its financial aspects (pp.231–34). The contribution offered here in the form of translation and commentary incorporates Bogaert's work and has two principal ends: to explain the financial, commercial and juridical features of the text and to emend misinterpretations which have gained currency over the years largely by default.

The inscription, fragmentary at its beginning and end, preserves an imperial *epistula*, which addresses itself to problems of currency exchange experienced in the Pergamene market and to matters of legal procedure having to do with default, distraint and trial. Written in response to a petition made to the Roman emperor about various abuses perpetrated by money changers, it upholds the institution of an exchange monopoly locally at Pergamum and at the same time establishes corrective measures on the basis of what purports to be a thorough examination of the complaints. Though its tenor is predictably paternalistic, nonetheless it was framed with an eye towards consumer welfare and with the clear intent of eliminating duress. In fine, it provides an intriguing insight into entrepreneurial pressures and schemes in the marketplace.

Nowhere in the surviving portion of the document do those at the centre of the controversy, those who stand accused of illegal—or, at the very least, arbitrary—conduct, receive a name. Their prime activity is described as money-changing, but they were also involved in lending. It will do no harm to refer to them as 'bankers' and their business concretely as 'the bank', so long as it is remembered that the *raison d'être* of this bank was to produce revenue for the city of Pergamum from currency exchange. Any other facilities it (may have) offered were subsidiary. The document itself is cast in the form of an

epistle. It does not conform with the principles by which an edict or a rescript to a *libellus* was formally drawn up.¹

DESCRIPTION OF STONE

Two fragments of white marble. *Fragment A*: (1–46 + left side 47–59) broken top and bottom; found in 1900 at the eastern end of the north portico in the lower market at Pergamum; now in the Vorderasiatisches Museum, East Berlin. *Fragment B*: (right side 47–62) broken on all sides except the right where the margin is preserved; found in 1884 at the site of a Byzantine Church at Pergamum; first edited by M. Fraenkel, *Alterthümer von Pergamon* VIII 2, 216 no.279; likewise in Berlin. *Editio princeps*: by H. von Prott, who compared Fraenkel's readings of B with squeezes and through the agency of others (see Bibliography A, below).

BIBLIOGRAPHY

A. Greek Text and Commentary

M. Fraenkel, *Alterthümer von Pergamon* VIII 2, 216 no.279 (= fr.B), with drawing; *editio princeps*: H. von Prott, "Roemischer Erlass betreffend die oeffentliche Bank von Pergamon," *AthMitt* 27 (1902) 78–89 no.72, with photograph of fr.A. [cf. *AÉpigr* 1903 no.148]; W. Dittenberger, *OGIS* (1905) 484, pp. 105–12 and 552; F. F. Abbott and A. C. Johnson, *Municipal Administration in the Roman Empire* (Princeton 1926) 401–03 no.81; T. R. S. Broughton, "Roman Asia Minor" in *An Economic Survey of Ancient Rome* ed. T. Frank, IV (Baltimore 1938) 892–95, with translation; A. C. Johnson, P. R. Coleman-Norton, F. C. Bourne, *Ancient Roman Statutes* (Texas 1961) 205–06 no.246, without Greek text (hereafter, *ARS*); E. M. Smallwood, *Documents Illustrating the Principates of Nerva, Trajan and Hadrian* (Cambridge 1966) 163–64 no.451, text only.

B. Reference and Discussion

B. Keil, "Zu zwei pergamenischen Inschriften," *AthMitt* 29 (1904) 73–75; H. F. Hitzig, "Die Astynomeninschrift von Pergamon," *ZSav* 39 (1905) 440–41; B. Keil, "Ueber kleinasiatische Grabinschriften," *Hermes* 43 (1908) 558–59; L. C. West, "Gold and Silver Coin Standards in the Roman Empire," *ANSNM* 94 (New York 1941) 93–94; D. Magie, *Roman Rule in Asia Minor* (Princeton 1950) 624–25 and 1486 n.51 (hereafter, *MAGIE, Roman Rule*); S. Bolin, *State and Currency in the Roman Empire to 300 A.D.* (Stockholm 1958) 238–43 (hereafter,

¹ On the form of imperial correspondence, see U. Wilcken, "Zu den Kaiserreskripten," *Hermes* 55 (1920) 1–42; J. H. Oliver, *Marcus Aurelius: Aspects of Civic and Cultural Policy in the East* (*Hesperia* Suppl. 13, Princeton 1970) 35ff.

BOLIN, *State & Currency*); R. Bogaert, *Banques et banquiers dans les cités grecques* (Leiden 1968) 231–34.

The text of W. Dittenberger (*OGIS* 484) has been used for translation, because, of those readily available, it is the most complete. Also, with due allowance for one error and more venturesome restorations at the fragmentary beginning and end, it is a faithful replica of Prott's first edition. The error and those few instances where I have departed from Dittenberger's text are noted in the brief apparatus which accompanies the translation.

Translation

N.B. Brackets thus: [. . .] enclose translation of words restored to the Greek text; and thus: (. . .) enclose words supplied by the translator for clarification.

[I have given the matter my careful consideration], wishing to seem [fair as is my] habit, and to examine only those [charges brought by the tradesmen in] your city, about which Calvisius Glyco, [the envoy sent by you], informed me. [And I asked them to appear before me, as is only proper,] in case they wished to say anything (in person). Now the [company of exchange-dealers (i.e., bankers)] were taking it [upon themselves to indulge in actions] which were unjust and contrary to the terms of their agreement with the city.

(8) For though they were bound (by the terms of the agreement) to receive 18 *asses* for a *denarius* from the tradesmen, small stall-holders and fish-sellers, all of whom are accustomed to dealing in small change, and to pay out 17 *asses* to any who wanted to exchange a *denarius*, they were not satisfied with the exchange of *asses*, but even when someone bought fish for silver *denarii*, they exacted an *as* for every *denarius*. (13) And so I thought it proper to correct this (abuse) for the future, so that the buying public should not be taxed by the exchange dealers in kinds of sale in which no authority has in fact been given to them. Moreover, as to the matter of small fish sold by weight, whose price is fixed by the *agoranomi*, I have thought it right that, even in the case of any who buy several minas' worth, they should pay the price in bronze coin, so that as a result the premium from the exchange is kept for the city; and likewise, in the case where several individuals go in together for the purpose of buying (in bulk) in silver *denarii* and then divide up the purchase among themselves, they

should pay the fish-seller in bronze coin for him to deposit with the bank. But they should pay at the rate of 17:1, since the matter of the exchange tariff is meant to concern only the tradesman in the market.

(24) Furthermore, they (= the exchange dealers) were shown to have made agreements among themselves for certain other kinds of profit, that is, on unworn coin and on what they call 'kickbacks', by means of which they gave particular offence to the fish traders; and so I saw fit to correct this abuse too. For it was unfair that even these few individuals (= fish traders) were being taken advantage of by them; moreover the fact was that this unfair loss sustained by the sellers was felt by the buying public as a whole.

(30) They were also accused of exacting 'festival payments' from the tradesmen; in this matter I was happy to believe their denial and I accepted their joint affirmation that this sort of thing should not take place. They only admitted that (annually) in the month of Hyperberetaeus they received payment of the so-called 'Hermes-money', which originated in the following way: they had agreed among themselves to demand an oath from those tradesmen who deal in bronze coin and who deposit it with them for exchange to the effect that they had done and were still doing nothing at variance with the (city's financial) statute; and so those who were unable to swear the oath because of guilty conscience paid them this something, so that there remained no need for them to swear the oath. This (explanation) seemed quite reasonable. (They further stated) that they in their turn swore that they had done and were still doing no injustice to the tradesmen in the payment of silver coin (= *denarii*). And this too I thought acceptable.

(41) They were also charged with having executed distraint on their own initiative and with having [sometimes] taken over the entire businesses of tradesmen, though their contract (with the city) does not allow it; rather it stipulates that they should make representations to the *tamiae*, if they have a claim against one (for payment overdue), and get from them a public slave so that they may execute distraint within the law, that is, in such a way that whatever is taken (as security) by this procedure [before] judgement remains available to the [debtors (until the matter is settled by trial)].

(48) Now I have decided that whatever is taken ought to match (in value) the contents of the bankers' account books and that distraint made through the agency of the public [slave] should [not be out of]

proportion: either satisfaction should be taken without recourse to judgement by trial or, if [agreement (between the parties)] is not forthcoming, then the object taken should be commensurate in value with the claim and the fine attached thereto.

(52) I think it right, however, that the trials be heard not before the *tamiae* but before a selected panel of *ex-strategi*; not that I think it improper that the *tamiae* retain an interest in the procedures, but the fact is that the *ex-strategi* are men of experience in law and public affairs, being the agency to withhold . . .

BRIEF APPARATUS

2 μετεπεμ]ψάμην Dittenberger, but ἐπεσκε]ψάμην is equally possible. 4 Dittenberger's restoration leaves the line 3–4 spaces short; if correct, τῶν ἐργαζομένων will refer to tradesmen, not exchange dealers. 6 ἵνα δηλ]ον ἦν Dittenberger, but the syntax is exquisite: ὡς νόμιμ]ον or δίκαι]ον (line 28) or καθῆκ]ον (line 55) all suit the sense; cf. L. Robert, *RevPhil* 41 (1967) 63–64. 6–7 Dittenberger's restoration here is unsound, based upon a misreading of the stone: οἱ οὖν τῆς ἀ|[μειπτικῆς -- οὐ -- ἀ]λ<λ>ά Prot. Since the exchange dealers do not appear in the first six extant lines of the inscription but are the unspecified subject of the next clause (lines 9ff), they require identification here; hence I suggest οἱ οὖν τῆς ἀ|[μειπτικῆς κεκοινωνηκότες πο]λ<λ>ά, which my translation reflects 10 [τὸ δη]νάρ[ιον] Prot, Dittenberger *et alii*, τοῦ δη]ναρ[ίου] W. K. Prentice *apud ARS* p.206, which is preferable. 46 Dittenberger's inclusion of the article [τὸ πρὸ τῆς] | κρίσεως is warranted by the space available. 49 καθ]ὼς is perhaps preferable to ὅπ]ως: see Dittenberger *ad loc.* (n.42) and A. Debrunner, *MusHelv* 1 (1944) 37ff, who quotes: SIG³ 685, line 21: καθότι τὰ . . . γράμματα περιέχει. SEG III 421, line 33: καθὼς ἡ ὠνὴ περιέχει. Also, MAMA VIII 554, line 3: καθὼς καὶ διὰ τῆς γενομένης ἐκδόσεως διὰ το[ῦ χρε]οφυλακίου δηλοῦται. 49–50 [δούλου μὴ κύ]μμε|τρον Prot, Dittenberger *et alii*, [δούλου μὴ ᾗ]μμε|τρον J. H. Oliver, *per litteras*.

Commentary

The author of the epistle is the Roman emperor, as the use of the first person plural in the text would seem to show;² probably Hadrian, whose interest in the institutions and *ambience* of the Greek people is well known. Also Hadrian was a travelling emperor; and since it may reasonably be inferred (5–6) that the examination was conducted in Asia Minor—for there is nothing in the text to suggest that the respondent had asked the disputant parties to assemble for interview

² Dittenberger, *OGIS* 484 n.1.

in Rome, it is likely that the document was prepared during one of his two tours of inspection in Asia, in A.D. 123–124 or A.D. 129–131.³ Other evidence may be adduced which accords with a Hadrianic date, though it lacks precision. If the name Calvisius Glyco, the envoy sent by the Pergamenes (5), reflects a bestowal of citizenship by P. Calvisius Ruso (*cos. suffect.* A.D. 79), proconsul of Asia in the time of Domitian, then we have a *terminus post quem*; there is no record of any other Calvisius as governor of Asia.⁴ Furthermore, because of the similarity of lettering, it is claimed that the same mason is responsible for the *lex de Astynomis Pergamenorum* (= OGIS 483), which was cut in the early second century, and the series of monuments of C. Antius Aulus Iulius Quadratus, *cos.* 94 and 105, governor of Asia ?109/110.⁵

LINES 1–8. The (consortium of) exchange dealers operated a monopolistic exchange bank as lessees of the city. This privilege was granted to them by a contract or licence (*συναλλαγή*) which guaranteed, among other things, that no money-changing should occur except through their agency. The principles of the contract were contravened by them in a variety of ways with a view towards increasing their profits. One assumes that the Pergamene magistrates were slow to move to put a stop to the abuse, since the public treasury was also a beneficiary of this extra income. The tradesmen, in resentment, made representations to the emperor. He heard the arguments and sought to dispose of the matter once for all by this epistle.

LINES 8–24. The *assarion* (= *as*) was the unit of the local, bronze coinage, a token currency for use in the Pergamene market. At 17:1, its ratio to the Roman silver *denarius* was arbitrary since the going rate for the period (to which this epistle would seem to belong) was 16 *asses*: 1 *denarius*.⁶ There is nothing sinister in this. Because the validity of the Pergamene *assarion* was undoubtedly limited to the city and its environs, there was no possibility of a profiteering traffic in the

³ Magie, *Roman Rule*, 612ff and 1470 n.6.

⁴ PIR² C 350: P. Calvisius Ruso Iulius Frontinus.

⁵ *Similarity of lettering*: Prott, *AthMitt* 27 (1902) 82; Dittenberger, OGIS 483 n.1. *Monuments of Iulius Quadratus*: (= PIR² I 507): Fraenkel, *Alt. v. Perg.* 298ff. *Date of his governorship*: R. Syme, *Tacitus* (Oxford 1958) 665. *Date and purpose of the astynomic law* (= OGIS 483): G. Klaffenbach, *AbhBerl*, Kl. Sprachen 1953, no.6; J. H. Oliver, "The Date of the Pergamene Astynomic Law," *Hesperia* 24 (1955) 88–92.

⁶ On the relationship of bronze to silver in the eastern Empire, see Bolin, *State & Currency*, ch. X.

coin developing from city to city, such as John of Giscala, for instance, managed in oil a few decades earlier in Syria.⁷

The majority of items for sale in the market were marked in the local *asses* and the essential foodstuffs were priced by the *agoranomi*. Customers brought with them to the market both silver and bronze, though chiefly the latter, which they could obtain from the bank at 17:1. On a typical day, the tradesmen, stall-keepers and others received a steady influx of the local bronze *asses*, which they could exchange at the bank at 18:1 for the *denarius*. They needed the universal *denarius* to pay their wholesale suppliers, who would have no interest in local token currency. Clearly it was to the buyers' and sellers' advantage to do business direct in silver *denarii*, whether the article for sale was priced in bronze or silver, bypassing the bank and thereby avoiding agio. In this way it was possible for the tradesman (as at Mylasa, OGIS 515, early III cent.) to act as 'unofficial banker' and to operate a black market in exchange. Such finesse provoked the intervention of the bank: the official, licenced changers tried to put a stop to the direct changing, having as their accomplices the *agoranomi*, who had the feel of the market. This is nowhere stated but may reasonably be assumed. The changers, then, intervened in direct *denarii* purchases, claiming an *as* per *denarius*: *i.e.*, they claimed for the bank the same premium as if the transaction had been conducted in *asses*.

The emperor's measures to prevent these abuses of the tariff regulations by changers, tradesmen and consumers are contained in the subsequent paragraphs of the document (13–24).

- I. henceforth the money changers shall not interfere in transactions that lie outside the compass of the regulations that they had negotiated with the city (*κυναλλαγή*); *i.e.*, they cannot exact an *as* per *denarius* on sales of goods priced in *denarii* (13–15);
- II. henceforth, in the matter of small fish sold by weight, *i.e.*, food marked for sale in bronze coin and priced by the *agoranomi*,
 - (1) whoever buys at gross any quantity the value of which exceeds a *denarius* shall still pay the seller in bronze coin;
 - (2) whoever form themselves into a group to buy in bulk and propose to pay in (silver) *denarii* cannot do so: they may buy in bulk but must pay in bronze; however, the customers in these

⁷ Joseph. *Bell.* 2. 591–92, *Vita* 74–76.

two cases (1 and 2) shall pay at the attractive rate of 17:1, provided that their purchase exceeds the value of one *denarius* (16–24). By his measures, therefore, the emperor reinforces the bank's monopoly of exchange. He is at some pains to point out that the revenue from exchange will accrue to the city. It will have done so in accordance with whatever terms the changers had negotiated with the city: one assumes that a percentage of profits was paid by the changers, but the document is silent on this aspect of the *κυναλλαγή*. Furthermore, the consumers' interests were protected: the agio charged on bulk-rate items, whether purchased collectively or not, must not be passed on to the buyer; the seller is obliged to offer a bulk rate and in such cases support the agio himself. For the buyer, who acquired his bronze coin at the bank at 17:1, buys in bulk at 17:1. But the tradesman turns his cash received from sales into *denarii* at the rate of 18:1.

In summary: neither consumer nor seller may profit directly from exchange; the exchange monopoly for the bank is assured.

LINES 24–41. The next section addresses further areas of disagreement that had arisen between the two parties (tradesmen and money changers), as a result of which, one may easily imagine, the consumer has been the main victim. But since these particular disputes have already been settled prior to the emperor's involvement and he is assured that the city's financial policy (*διάταξις*) has not been impaired, he merely records his approval of the settlement and offers no amendment.⁸

LINES 41–57. The final section is fragmentary and incomplete. Its substance is juridical, the manner terse, the meaning obscure.

It seems that the emperor has two objectives in mind: to reinforce due process in litigation concerning unpaid debt; and to place the judgement of lawsuits before a panel of more responsible judges.

The exchange dealers have been flouting the procedures for redress against debtors whom they allege to be delinquent and have taken matters into their own hands (41–43). The procedures were defined by the *κυναλλαγή*, which, as we have seen, was the licence granted by the city to the consortium of bankers on certain terms and conditions, enabling them to conduct their business. Two of these conditions are

⁸ *διάταξις* (lines 36–37) = budget or law concerning financial policy: cf. L. Robert, *Hel-lenica IX* (1950) 14–18.

indicated by the text: that *ἐνεχυρασία* should be managed through the treasurers' office (*ταμίαι*) and be carried out in the presence of the public slave; and that whatever was taken by *ἐνεχυρασία* should remain available to the debtor (44–47).

There is ambiguity in the meaning of *ἐνεχυρασία*.⁹ It has to do both with *receiving* an object (or objects) offered as security and *taking* (i.e., seizing) an object (or objects) on the basis of some authority, whether constitutional or judicial. Context does not always specify. Such is the case here. The following argument, however, sheds some light.

The security taken by *ἐνεχυρασία* “remains with the debtor” (46–47)—so much is explicit. It seems anomalous. How can what is taken in distraint be kept by the one distrainted upon? Yet the apparent anomaly is dispelled by the recognition of an ellipsis: one infers that there can be no resort to securities, no conveyance of property, *until a judicial decision has been reached*. Trial is the inevitable consequence of *ἐνεχυρασία*. In this context, therefore, *ἐνεχυρασία*, when “properly and legally applied” (46), is the expression of the creditor’s litigious resolve. By means of it, he not only serves formal notice of intent, but selects an object or objects on which he will distraint, if given a favourable judicial verdict. The presence of the public slave in the proceedings is required more to make the act a matter of public record than to police the confrontation between debtor and creditor.¹⁰ *ἐνεχυρασία*, then, as envisaged by the *κυναλλαγή*, is conditional and ceremonial distraint.

The force of the *κυναλλαγή* has been diminished because the bankers have disregarded its terms. And so the emperor turns to restatement and amendment (48–52). He draws attention to the *ἔκδοσις*. This is the *editio rationum*, the presenting of the register kept by the bankers which contained a record of the charges drawn on each individual’s account.¹¹ Bankers were obliged to keep such accounts under Roman

⁹ *ἐνεχυρασία*: H. F. Hitzig, *Das griechische Pfandrecht* (Muenchen 1895) 56ff; L. Beauchet, *L'Histoire du droit privé de la république athénienne* III (Paris 1897) 223ff; *RE* 5 (1905) 2561 (Thalheim), 10 (1919) 2511 s.v. *κατενεχυρασία* (Weiss); A. B. Schwartz, “Sicherungsbereignung und Zwangsvollstreckung in den Papyri,” *Aegyptus* 17 (1937) 241–82; A. R. W. Harrison, *The Law of Athens: Procedure* (Oxford 1971) 244–47.

¹⁰ For the employment of an ‘attendant’ (*ὑπηρέτης*) with a similar function at fourth-century Athens, cf. Dem. 48.35 and 52, and Beauchet, *op.cit.* (*supra* n.9) 225 n.4.

¹¹ *καθ]ώς περιέχεν ἡ ἔκδοσις* (lines 48–49), “matching the contents of the bankers’ statement of account.” *ἔκδοσις*=*editio (rationum)*=presentation of accounts: B. Keil, *Hermes* 43 (1908) 558–59, who quotes *Dig. II 13.4* (Ulpian); cf. L. Robert, *Hellenica* XIII (1965) 197. *περιέχειν* ‘to contain’: A. Debrunner, “Verschobener Partizipialgebrauch im Griechischen,”

law; and one assumes that its maintenance at Pergamum was enjoined by an article of the *κυναλλαγή*. The emperor urges that the parties to the dispute avail themselves of the evidence of the *ἔκδοσις*. Since creditors and debtors are ever likely to see things differently, it should serve as an invaluable control in estimating the equivalency between the value of the security taken and the amount of the unpaid debt. It is a fair assumption that the bankers have failed to make the data of the *ἔκδοσις* available. Such a failure contravenes the law. Next the emperor amends the juridical procedure. He offers an alternative to decision by trial: namely, 'settlement out of court' (*τὸ ἱκαν[ὸν πρὸ κρίσεως] λ[α]μβάνεσθαι* = *satis accipere*, 50–51) if the parties can agree on a formula; i.e., if agreement is reached on an equivalency between security and debt, whereupon the debtor will relinquish all claim to the security.¹² Otherwise, if such a settlement proves to be beyond reach, the value of the security taken should be equal to that both of the unpaid debt and the fine for late payment.¹³ Then the entire case goes to trial for disposal.

The emperor goes on to justify his removal of these cases from the jurisdiction of the *tamiae* to that of a board of ex-magistrates (*ex-strategi*). He does not wish to offend, as his language (54–55) shows: "not that I think it improper that the *tamiae* have an interest in the proceedings." But he wants the removal anyway. His rationale appears of a sort with Nero's, who appointed to the public treasury of Rome, the *aerarium*, those men *praetura perfunctos et experientia probatos*. These ex-magistrates replaced *quaestores* who, as young, inexperienced men at the start of their public career, lacked dis-

MusHelv 1 (1944) 31–46, esp. 39ff. §7: τὰ περιέχοντα = 'der Inhalt', where evidence from inscriptions and papyri is collected.

¹² *πρὸ κρίσεως* (line 50) = without recourse to trial, i.e., *πρὸ* 'in place of': see J. Partsch, *Griechisches Buergschaftsrecht* (Leipzig 1909) 221 n.2; W. Wyse, ed. *Ἰσαῖος, The Speeches of Isaeus* (Cambridge 1904) 418 (*πρὸ δίκης*); A. R. W. Harrison, *op.cit.* (*supra* n.9) 246. Compare the meaning of the preposition in *πρὸ τῆς κρίσεως* (line 46) where, with the article, it is strictly temporal. *Remark*: if the dispute is settled without recourse to trial, one assumes capitulation of the debtor in face of legal threat. The debtor, therefore, effectively is *pro iudicato*, a condition to which *πρὸ κρίσεως* (line 50) alludes. The following translations of Roman legal formulae may be noticed: τὸ ἱκανὸν λαμβάνεσθαι (line 50) = *satis accipere*; ὅσου ἂν τὸ πρῶγμα ᾖ (line 52) = *quanti ea res erit*: "at whatever shall be the value thereof," for which see Gaius IV 39ff on the Roman formulary system.

¹³ *πρόστιμον* (line 52) = fine. The fine (for alleged breach of contract) will be payable only if the court condemns the debtor.

cretion.¹⁴ The exact nature of the condition which Hadrian is treating at the fragmentary end of the document is unclear: there is mention of “the authority to confiscate (or withhold) property”—an authority that is due to the ex-magistrates (56–57)—and of the function of at least one other civic officer with regard to the trial procedures (58). But restoration is hazardous and elusory.

The resolutions contained in this imperial epistle as it stands are measured and benign. The approach is essentially conservative—some adjustment, nothing radical: the bank’s monopoly of exchange is kept, the existing legal procedures with regard to distraint are reinforced with minor amendments, and jurisdiction in cases taken to trial is brought into line with established Roman practice.¹⁵

ST DAVID’S UNIVERSITY COLLEGE, WALES *and*
TRINITY COLLEGE, HARTFORD
March, 1976

¹⁴ Tac. *Ann.* 13.29.3. Tacitus gives an example of this alleged quaestorian fault in the previous chapter (28.5). The Greek of the text (line 56) reflects a Ciceronian formula: e.g. *iudex, homo et iuris et officii peritissimus* (in *Verr.* II 12.31).

¹⁵ I am grateful to Professor J. H. Oliver for guidance and criticism in the writing of this article.