Roman Law in Action: The Archive of the Sulpicii (TPSulp)
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§Introduction

“Most important of all,” John Crook wrote in an early appreciation of the Archive of the Sulpicii, “is the evidence [the Archive] supplies that Roman private law in the Julio-Claudian age was not just a professional mystique” (Crook 1994). John Crook is the former Professor of Ancient History at Cambridge, the author of the best attempt to describe Roman legal practice to date (Crook 1967), and a notorious voicer of uncomfortable truths. Here, Crook characteristically indicates a real problem. We had been studying Roman law since the rediscovery of Justinian’s Digest in 11th-century Bologna. We had reconstructed a monumental theoretical system. Yet we did not really know what Roman law had been for Romans themselves: we did not know how Roman law worked in practice. Was it law for the few or the many? For lawyers or laymen? Or was Roman law even – as one leading Romanist, Alan Watson, has consistently maintained – a theoretical construct without a practical corollary? Now, with the Archive of Sulpicii – the financial and judicial documents of a family of moneylenders at Puteoli on the Bay of Naples under the Julio-Claudians – we can provide answers to the question of how Roman law actually worked. Crook gives one answer: in practice Roman law worked the way Roman legal theory said it would. In this paper, I give another, and concentrate on the aspects of Roman legal practice that Roman legal theory had not allowed us to foresee.

The Archive of the Sulpicii is effectively our first source for Roman private legal practice – for the ways Roman citizens made contracts and settled disputes before Roman magistrates. The formal statement of Roman private law was the Edict of the Roman Praetor, where he set out his jurisdiction in statements of the form, If such-and-such is the case, I shall grant a judgement. Praetorian justice involved two steps. First the Praetor decided the legal issue, granted a formula, and assigned a lay judge (iudex). Then the lay judge heard arguments of fact and applied the Praetor’s formula to deliver judgement. The first documentary example of a Praetorian formula comes from the Archive of the Sulpicii (TPSulp 31):

Let Gaius Blossius Celadus be judge. If it appears that Gaius Marcius Saturninus ought to pay Gaius Sulpicius Cinnamus the HS 18,000 in question, let the judge Gaius Blossius Celadus condemn Gaius Marcius Saturninus in favour of Gaius Sulpicius Cinnamus in the amount of HS 18,000. If it does not appear so, let him absolve.

Aulus Cossinius Priscus, Duovir, ordered the judgement. Transacted at Puteoli…under the consuls Faustus Cornelius Sulla Felix and Quintus Marcius Barea Soranus (June-Oct. 52).

But the Praetor’s Edict and the Praetor’s formulae are largely lost. Our chief sources – until now – for Roman private law have instead been collections of imperial legislation (Theodosian Code, Justinian’s Code and Novels) and classical jurisprudence. Classical jurisprudence is the writings of Roman jurists of the period 31 BC - AD 235, especially its last generation, cut-and-pasted to form Justinian’s Digest, or sometimes surviving independently, like Gaius’ Institutes. Classical jurisprudence was a recognized part of the Roman legal order, and though jurisprudence contains antiquarian and non-legal items — such as Ulpian’s famous advice to
provincial governors not to look bored during receptions — it cannot be dismissed as merely private literature. Yet the Praetor’s Edict, imperial legislation, and classical jurisprudence all share a limiting perspective — the perspective from above, prescriptive rather than descriptive, theoretical rather than practical. As for previous documents of Roman legal practice, they were rare, isolated, and of doubtful relevance. In the standard collection they numbered fewer than 200 (Fontes Iuris Romani Antejustiniani 3). Most concerned personal status (isolated wills, manumissions, marriage contracts), and the largest number came from Egypt, where the legal system, though influenced by Rome, clearly differed substantially. Now with the discovery — during widening of the Pompeii-Salerno autostrada in 1959 — of the 127-item Archive of the Sulpicii, and its masterly publication in 1999 by Giuseppe Camodeca, everything changes (see Camodeca 2000, Wolf 2001, Rowe 2001). The Archive of the Sulpicii comprises documents on waxed wooden tablets, preserved in anaerobic conditions after the eruption of Vesuvius in AD 79. The documents embody the money-lending activities first of Gaius Sulpicius Faustus, then of Faustus and his freedman (emancipated slave) Gaius Sulpicius Cinnamus, and finally of Cinnamus alone, over the years AD 26-62. The Archive of the Sulpicii is remarkably comprehensive, covering loans, security, repayment, default, and redemption of security; all phases of court procedure; and three extra-judicial mechanisms for settling disputes. Although the Archive of the Sulpicii is recognizably from the same world as our previous Roman legal sources, and indeed we must look to classical jurisprudence for definitions of technical terms, yet we must always be careful not to squander the fresh perspective offered by the Archive. We must never allow theory to trump practice, as Georg Wolf, a fine scholar, unfortunately did when faced with an unprecedented use of the contract of mandate from the Archive. Finding no parallel from classical theory, Wolf simply declared the document of practice invalid: “Es liegt auf der Hand, daß dieser Auftrag keine rechtliche Wirkung hatte” (Wolf 1993, 86, referring to TPSulp 48; cp. Verboven 2000, Rowe 2001). This dogmatic fallacy would prevent the Archive of the Sulpicii from teaching us anything new. In this paper, I attempt to put practice before theory to see what we may learn. And we discover, I argue, that in the interest of running their business the Sulpicii employed written contracts, multiplied contractual guarantees, brushed aside formal status-distinctions, settled out of court whenever they could, and, when they could not, instructed the magistrates, rather than the other way around.

§Written contracts

The first surprise from the Archive of the Sulpicii is the legal nature of the documents. Classical theory holds that written contracts were marginal to the Roman legal system. According to classical theory, Roman contracts were chiefly consensual, formed by meetings of minds; real, formed by transfers of a thing (reit); or verbal, formed by ritual exchanges of prescribed words. By this reasoning, the documents of the Archive would only have served as records or potentially as proof in court. But in a stimulating book, Elizabeth Meyer has recently argued that Romans so venerated writing on wooden tablets (tabulae) that documents on tablets came to serve as effective contracts (Meyer 2004). The same conclusion, that written contracts from the Archive are not only probative but also effective, emerges from the language of the documents themselves. For although classical theory implies that writing followed speaking, the documents clearly show that writing preceded speaking. They show that writing came first in three ways. First, they employ the epistolary past tense — false at the moment of writing, true at the moment of reading aloud: not “I am
writing” (which would be *scribo*) but “I wrote” (*scripti*). Second, their stipulations – the sets of words that had to be pronounced to form verbal contracts – themselves presumed a written text: “Do you promise to pay the amount written above (*quaee supra scripta sunt*)?” Third, the documents of the Archive refer to themselves as instruments: loans are contracted “through a holograph” (*per chirographum*). These three features – epistolary tense, stipulations presuming writing, documents described as instruments – all appear in a holograph dating from Caligula’s reign, in which the debtor Gaius Novius Eunus acknowledges receiving a 3,000-axedricus loan from the creditor Hesychus in addition to a previous loan made by holograph. The creditor Hesychus stipulates that the debtor Eunus repay in good coin “the amount written above” (*TPSulp 52*):

Holograph 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 sixth day before the Nones of July (2 July 37), I, Gaius Novius Eunus, wrote (*scripti*) that I received as loans from and owe to Hesychus, the slave of Evenus Primianus, the freedman of Tiberius Caesar Augustus, HS 3,000 in cash, in addition to the other HS 10,000 in cash which by another holograph of mine (*alio chirograpbo meo*) I shall pay to him.

Hesychus, the slave of Evenus Primianus, the freedman of Tiberius Caesar Augustus, stipulated that he be duly paid in good coin the HS 3,000 written above (*quaee supra scripta sunt*); I, Gaius Novius Eunus, solemnly promised to do so.

I gave him as a pledge for the whole sum 7,000 modii of Alexandrian wheat, which is placed in the Bassian Public Granaries of the Puteolans, on the middle level 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, and which I retain at my entire risk against all danger.

It is perhaps unsurprising that the Sulpicii and their business associates employed written contracts, since the Roman legal system relied on written texts and universal access to literacy, and since the Archive itself reflects both written Roman legal texts (magistrates’ edicts, *formulae*, public auction-notices) and means of access to literacy (slaves drawing up first-person contracts for their illiterate masters, scribes drawing up third-person contracts and fair copies of double documents). The Sulpicii, however, do not seem to have used written contracts to transact business over distances. In all cases where witnesses’ seals allow us to say, both parties seem to have been physically present when the contracts were drawn up. This face-to-face contracting is the more surprising in that the parties were involved in trans-Mediterranean commerce. The Archive of the Sulpicii reflects a brief conjuncture between, on the one hand, the Roman conquest of Egypt (30 BC) and the beginning of Egyptian grain-imports to Rome through Puteoli (AD 14?), and, on the other hand, the construction of the port of Ostia (AD 41-57), the Campanian earthquake of AD 62, and the eruption of Vesuvius in AD 79. Because the Sulpicii took advantage of this conjuncture to make commercial loans to the grain-shippers, they may fairly be called ancient capitalists.
§Vain repetitions

The second legal surprise of the Archive of the Sulpicii is the consistent use of multiple contractual guarantees. Under Roman law combined contracts were a nonsense: one could not make two contracts for a single thing; the second contract replaced the first; in Roman terms, the second “novated” the first. But combined contracts are not exactly what we find in the Archive, though scholars have claimed the opposite. For example, in the standard lending instruments of the Archive, like the loan from Hesychus to Eunus quoted above, we recognize two known Roman contracts: *mutuum*, a unilateral real contract creating an obligation for the borrower to repay, and stipulation, a verbal contract also giving rise to a unilateral obligation (*TPSulp* 52). Yet, despite the claims of Wolf, Camodeca, and others, *mutuum* and stipulation are not overlapping so much as mutually reinforcing. *Mutuum* assures the creditor that the borrower will repay the value of the loan. Stipulation assures the creditor that the borrower will do so in good coin. So *mutuum* and stipulation do not give the creditor two different options in bringing suit, as has been assumed. *Mutuum* and stipulation protect the creditor against two different things.

Multiple guarantees also allow the Sulpicii and their business associates to consolidate their affairs. An example is the document that Wolf declared legally invalid (*TPSulp* 48). In this document, the borrower mandates the creditor to make payments between the creditor’s and the borrower’s respective staffs. Then the creditor stipulates that the borrower repay the sums personally. What troubled Wolf was the document’s seeming redundancy, since the creditor and the borrower would already be legally liable for transactions performed by their staffs. What the document provides is simply convenience. It consolidates an entire business relationship between two firms into a single contract; it gives the creditor a single claim; it effectively allows the borrower to open a business account with the bank of the Sulpicii. As one of the most important sources for Roman business organization, the document deserves to be quoted in full. The principal creditor is Gaius Sulpicius Faustus, and the principal borrower is Gaius Iulius Prudens.

Holograph of Gaius Iulius Prudens for an unspecified amount.

Under the consuls... Vitellius and Lucius Vipstanus Poplicola on the day before the Nones (Jan.-June? 48)...I, Gaius Iulius Prudens, have written that I asked and commissioned Gaius Sulpicius Cinnamus (to pay as much as) he or his slaves Eros or...us or Titianus or Martialis or Gaius Sulpicius Faustus or anyone else under the order, request, or commission of any of them, has paid, lent, promised on their behalf, solemnly promised, stood surety for, or for any other reason is obliged, once or many times, to my freedman Suavis or my slave Hyginus or anyone else under their order.

Whatever the sum that will thus have been given or entrusted or whatever the sum for which an obligation, for any reason as provided for above, shall have been formed, that so great a sum be paid; and that fraud is and will have been absent from this matter and this promise on the part of me, my heir, and all those who pertain to the matter in question; and in the amount that fraud is not absent and will not have been absent, however much it will have been, that so great an amount be paid; that
these things thus be duly paid and done, Gaius Sulpicius Cinnamus stipulated; I, Gaius Iulius Prudens, solemnly promised. Transacted at Puteoli.

The Sulpicii and their business associates could also reach outside the Roman legal system to find appropriate contractual guarantees. One of the documents of the Archive is written half in Greek and half in Latin (TPSulp 78). The document provides a kind of maritime insurance, called naulotikê, in which a ship’s captain assumes personal responsibility for the value of his cargo. The first part of the document, in Greek, is a known hellenistic form, in which the captain fictionally acknowledges receiving a sum equivalent to the value of the cargo and promises to repay the sum. The second part of the document, in Latin, backs up the maritime insurance with a standard Roman contract of personal surety (fideissiō). No document of the Archive so vividly reflects how the legal world of the Sulpicii extended beyond classical Roman legal theory as this Greek-Latin bilingual.

But the most striking example of multiple guarantees in the Archive is entirely in Latin, thoroughly Roman, strictly unnecessary, and legally unenforceable (TPSulp 68). As it turns out, Eunus was slow to repay Hesychus and his fellow creditor Faustus. So Hesychus and Faustus began to charge Eunus a penalty for every day he was late. They also had Eunus swear an oath that he would repay the loan (“…which sum I have made a sworn promise that I shall return either to Hesychus himself or to Gaius Sulpicius Faustus next Kalends of November (1 Nov.) by Jupiter Optimus Maximus and the divinity of Divus Augustus and the Genius of Gaius Caesar Augustus…”). This oath is the earliest known oath to the Genius of a living emperor. Legally, though, the oath is meaningless: unenforceable, extra-legal, providing only divine sanction. For Hesychus and Faustus, however, the oath evidently provided an additional guarantee. Divine sanction and multiple guarantees may have been outside the realm of classical Roman legal theory, but they were of a piece with the rest of the thought-world of most Romans. Piling up contractual guarantees is like piling up divine epithets in Roman prayers, or like piling up strictures on the victims of Roman curses. These were the sorts of practices that Jesus contrasted with the simplicity of Christian prayer when he instructed his followers, “But when ye pray, use not vain repetitions, as the heathen do: for they think that they shall be heard for their much speaking” (Matthew 6:7)

§ Status and legal capacity

A third feature of the Archive that classical theory did not allow us to foresee is the Archive’s social mix – the women, slaves, freedmen, and foreigners all participating in business together. Classical theory emphasizes Roman status distinctions and consequent legal disabilities. More insidiously, classical theory reflects the perspective of the free adult male citizen. From this perspective the independent action of status-inferiors – independent action by slaves and freedmen, women and sons-in-power – remains essentially invisible, because it does not impinge on the legal position of the freeborn male citizen. The Archive reflects the perspective from below. It reveals to us work-arounds for status-inferiors; reversals by which inferiors give orders to superiors; and the eloquent ambiguity of the status of one of the Archive’s principals, Faustus.

Work-arounds are functionally-equivalent contracts allowing status-inferiors to participate in business in the same way as free male citizens. Foreign women, for example, were barred from making Roman contracts, acting without a guardian, and perhaps even from entering
the forum of Puteoli to do business. So for foreign women, the Sulpicii provided a lending instrument that was functionally equivalent to the standard lending instrument quoted above, as a series of documents shows (TPSulp 61-5). With these functionally equivalent instruments, foreign women lent and borrowed money with the Sulpicii as middlemen, used their guardians to stand surety, and apparently did so without leaving the domus (Gröschler 1997; Gardner 1999). Because of their significance for the legal and economic history of women, it is worth setting out one of these instruments, a loan from Titinia Antracis to Euplia the Melian (TPSulp 60):

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.
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 15th day before the Kalends of April under the consuls Sextus Palpellius Hister (20 March 43).

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Reversals of the status expectations created by classical theory are common in the Archive of the Sulpicii. In one case, we find a freedwoman, Patulcia Eros, “requesting and demanding” that her patron (former slavemaster), Lucius Patulicus Epaphroditus, write out a receipt for her, presumably because she was illiterate (TPSulp 82). And in the mandate opening a business account quoted above, the staff serving as agents to the freedman Cinnamus includes Cinnamus’ patron Faustus, alongside four slaves (TPSulp 48: “…I asked and commissioned Gaius Sulpicius Cinnamus (to pay as much as) he or his slaves Eros or …us or Titianus or Martialis or Gaius Sulpicius Faustus or anyone else under the order, request, or commission of any of them…”).

As for the status of Faustus, every commentator on the Archive to date has assumed that he was a freedman. But Faustus may actually have been freeborn, and in fact his status remains ambiguous, eloquently so. Commentators have assumed Faustus was a freedman because of his name, Gaius Sulpicius Faustus. The name has three elements, which shows that Faustus was a Roman citizen. The last element of the name is a common slave name (Faustus=“Lucky”), which suggests that Faustus had been born a slave. But a contemporary Campanian inscription names a Gaius Sulpicius Faustus who was the son of a freedman, and therefore freeborn (Eph. Ep. 8, 451). Whether the Faustus of the inscription and the Faustus of the Archive were the same person is impossible to say. But the inscription is enough to prove that someone with the name Gaius Sulpicius Faustus was not ipso facto a freedman. The ambiguity of Faustus’ status is eloquent because his status was immaterial. We do not know whether Faustus was freeborn or a freed slave because it did not matter.
§ Out-of-court settlement

In addition to the financial documents we have been examining, the Archive of the Sulpicii also contains judicial documents, documents from procedures that arose when borrowers defaulted. Looking over the judicial documents of the Archive, the first thing one notices is that fewer than half concern iudicia, the formal hearings before a magistrate (Roman Praetor or local Duovir) and a lay judge. The majority reflect out-of-court settlements: private settlement, settlement by oath, and private arbitration. All these extra-judicial means of settling disputes were known before the Archive. Still, because classical theory embodies the perspective of the courts, they are worth setting out here. What we did not anticipate was that litigants could turn to extra-judicial alternatives once judicial procedures had been initiated – and apparently at any moment thereafter.

In a private settlement from the Archive, for example, the litigants Lucius Faenius Eumenes and Faustus had already engaged legal representatives (cognitores; TPSulp 27). And these legal representatives – Lucius Faenius Thallus for Eumenes, Tiberius Iulius Sporus for Faustus – had made a commitment to meet at Rome and proceed to the tribunal of the Urban Praetor. Once Eumenes and Faustus had settled, however, Thallus still had a commitment from Sporus, against 50,000 sesterces’ security, to appear in Rome. So Eumenes, having agreed to a stipulation not to sue Sporus, agrees to act “as if” had received the security. This unparalleled document may be set out for lawyers to savour, as an outstanding example of a legal fiction:

Under the consuls Lucius Vitellius fils and Messalla Vipst anus Gallus on the first day before the Nones of September (4 Sept. 48), I, Lucius Faenius Eumenes, have written that I agreed with Gaius Sulpicius Faustus, for the sake of ending my dispute with him, concerning which we have retained legal representatives on both sides, to renounce the bonded commitment to appear that the legal representative of Sulpicius has with my legal representative at Rome, and to act as if I have received the security for the hearing that Gaius Sulpicius Faustus provided for the reason in question.

Therefore, if Tiberius Iulius Sporus will have forfeited the bonded commitment to appear that he has with Lucius Faenius Thallus, my legal representative, on the Kalends of next November (1 Nov.) at Rome before the triumphal statue of Gnaeus Sentius Saturninus at the third hour in the amount of HS 50,000 in cash, no one will bring action for that reason with Tiberius Iulius Sporus or with his guarantor or claim or demand any of this amount from him. If anything is done contrary to these terms, then as much as the matter will be, so much Gaius Sulpicius Faustus stipulated that he be paid; Lucius Faenius Eumenes solemnly promised. I acted as if I had received from him the security for the hearing that Gaius Sulpicius Faustus provided for the reason in question, at his request. Transacted at Puteoli.

In the settlement by oath, the defendant has already fulfilled his commitment and appeared in the forum of Puteoli on the way to the Duovir’s tribunal (TPSulp 28, 29). But instead of proceeding to court, the defendant offers the plaintiff 3,000 sesterces to swear an oath and abandon the suit. And the plaintiff duly swears, “at the statue of Dea Magna,” “by Jupiter Optimus Maximus and the divinity of Divus Augustus and the Genius of Tiberius Claudius Caesar Augustus.” The significance of the private settlement and the settlement by oath is
that they occur after judicial procedure is initiated, the summons has been issued, and, in the case of the oath, the summons has been observed.

The Archive’s example of arbitration takes us even farther down the road of judicial procedure – beyond the point where one might have thought a suit could be abandoned (TPSulp 34). In this case, the litigants choose arbitration after they have completed the first phase of judicial procedure and appeared before the magistrate, after joinder of issue (litis contestatio). Abandoning a suit after joinder of issue might have been thought impossible, but the litigants will have had their reasons (they apparently rejected the magistrate’s formula or choice of index). Certainly, the litigants succeeded in abandoning the procedure and seeking arbitration, since another document shows their chosen arbitrator setting a hearing-date (TPSulp 35). In most societies, out-of-court settlements are the norm and going to court is chiefly a threat. The Archive of the Sulpicii allows us to confirm that out-of-court settlements were the norm in Rome, as well.

§ Assisted lay justice

Roman judicial procedure, as scholars since Rudolph von Jhering have known, was really a system of assisted lay justice. As we have just seen, the plaintiff summoned the defendant and a lay judge decided the case; the successful plaintiff would also have to ensure execution himself. All this makes it difficult to see how, in the Roman legal system, the weaker could ever obtain justice as against the stronger, as John Kelly compellingly argued (Kelly 1966). Now the Archive of the Sulpicii shows that the plaintiff exercised greater-than-suspected power and initiative, in three ways. First, the plaintiff, not the magistrate, prepared the judicial formula. For the formula quoted at the beginning of this paper (TPSulp 31) appears to be a draft prepared in advance by the plaintiff, with a space left where the magistrate would enter the date. Second, the plaintiff, not the magistrate, named the index. For a document from the Archive shows a defendant agreeing with Faustus that “Aulus Titinius Anthus maior will be judge before the Ides of next April,” and that “if the Aulus Titinius Anthus maior named above will not have been appointed judge because of something done by me or by my heir or because of something done by me or my heir with wicked intent,” the defendant must pay Faustus a thumping 100,000 sesterces (TPSulp 22). Why the defendant would agree to the plaintiff’s choice of judge is anybody’s guess – perhaps, as Camodeca suggests, the chosen judge was not on the official album of approved indices. But it is of course clear that if the defendant refused, the plaintiff could settle the dispute another way. The third example of the plaintiff exercising unsuspected power comes from the phase of Roman procedure before the magistrate (in iure). In iure, we have always known, thanks to classical jurisprudence, the plaintiff and the defendant could establish pertinent legal facts, such as who owned what and whether he had it in his possession at the time. We also knew that the magistrate could issue injunctions, for example for a litigant to retain some piece of property. What we did not know is that the plaintiff, in addition to the magistrate, could exercise the prerogative of issuing orders-in-court. Now a document from the Archive shows the plaintiff doing precisely this (TPSulp 25):

Ordered Gaius Iulius Prudens to retain the slaves Hyginus and Hermes under his authority.

In court before Lucius Clodius Rufus, Duovir, Gaius Sulpiicius Cinnamus asked Gaius Iulius Prudens whether the slaves Hyginus and Hermes are his slaves and
under his authority. Gaius Iulius Prudens replied that the slaves Hyginus and Hermes in question are his [[and under his authority]]. Then Gaius Sulpicius Cinnamus ordered Gaius Iulius Prudens to retain Hyginus and Hermes in question under his authority and to produce them at Rome, because he declares that they pertain to a hearing before a judge that will be held between (Cinnamus) and (Prudens) regarding (Cinnamus') debt. At the request of Gaius Iulius Prudens the words have been copied. Transacted at Puteoli on the Nones of February under the consuls Nero Claudius Caesar Augustus Germanicus and Lucius Antistius Vetus (5 Feb. 55).

§Conclusion

In this survey of the Archive of the Sulpicii and its implications, the deviations from classical theory we have noted may all be described as pragmatic: tablets raised to the level of effective contracts, guarantees of repayment multiplied, inconvenient status distinctions circumvented, disputes settled as one might. Where can we go from here in the study of Roman legal practice and Roman legal history? Three steps seem clear to me. First, with the Archive of the Sulpicii, plus additional material from Herculaneum soon to be published by Camodeca, we can produce a comprehensive outline of Roman legal practice. Second, adding long-known imperial legislation and jurisprudence, we can produce a comprehensive picture of the Roman legal order – prescription and description, theory and practice. Third, adding known Egyptian documents and private legal documents from imperial mines in Dacia, as well as recent discoveries like the Lex Irnitana and the Archive of Babatha from Roman Arabia, we can produce at least a sketch of interlocking legal systems across the Roman empire. In a recent review, Bruce Frier has remarked on the imminent end of the thousand-year tradition of the study of Roman law in law schools (Frier 2000). “It has been a remarkably good run,” Frier writes; but Roman law is now beginning its “descent into history”. The future of Roman law is in classics departments and history departments, and there is no shortage of work to be done.
Bibliography


