

The plight of the poor urban tenant

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1. Introduction

Due to the lack of space specifically in Rome, but also in other Roman cities, and to the unequal distribution of wealth in Roman society, only a small percentage of the population could afford their own houses. The majority of urban inhabitants of the Roman Empire thus lived in rented accommodation. As such, urban lease was an important social reality that affected the *de facto* existence of most people in Roman cities. While the Roman law of lease is fairly well documented in the *Corpus Iuris Civilis*, current research on this aspect of the Roman legal system reveals that it was largely developed to protect wealthy tenants with financial resources to challenge the landlord in court¹. Very little is known of the plight of poor tenants.

In this article I shall concentrate on the position of the poor tenant living in a small flat or single room where rent was probably paid daily. Since research shows that the Roman law of lease provided well for tenants who needed legal protection, one must ask why tenants from the lower classes could not, or did not, make use of it. I shall also try to determine whether there were any other measures which afforded protection to this class of tenant.

This study of the reconstruction of Rome's rental market amongst the lower classes will make use of three kinds of source, namely literary references, legal texts, and archaeological remains². During the past century excavations at Ostia, Rome's port city, have

¹ See FRIER, *Landlords and Tenants in Imperial Rome*, Princeton 1980, 39ff, 56ff.

² See FRIER, "The rental market in early imperial Rome", *The Journal of Roman Studies*, 67 (1977), 27.

revealed a pattern of housing which literary sources also associate with Rome during the Empire, namely sturdy four- and five storey apartment blocks constructed primarily in brick and concrete with vaults or wooden raftering and a high density of occupation. These excavations in part merely confirm what has already emerged from literary sources. One may therefore use the conclusions drawn from these excavations as both a primary and a substantiating source. Although archaeologists have largely concentrated on the better-built, and thus better-preserved, housing of the upper classes, the plan of Ostia shows a numerical preponderance of lower-class housing. Flimsy partitions used to subdivide larger apartments or rooms were easily swept away when buildings decayed, and their existence could therefore be ignored by archaeologists. Surviving walls do, however, confirm impressions of crowding and squalor. Ostian remains nowhere contradict the picture of lower-class housing, which accounts for 90-95% of housing, provided by literary sources. Literary and legal sources are fairly obvious sources, and will be used extensively³.

2. *Exploitation of urban property*

With reference to the exploitation of urban property, it should be noted that although wealthy Romans tended to invest money primarily in farmland, there is sufficient evidence that urban properties formed part of their investments during both the late Republic and the Empire⁴. Much of the information on urban investment

³ FRIER, *Landlords and Tenants in Imperial Rome*, 39 points out that the legal sources describe details concerning the contract of lease and leasehold that have nothing to do with lower-class tenants. These sources do, however, provide information concerning other aspects which will be discussed in this article.

⁴ Cf. Cicero, *De Officiis*, 2.88: “[E]xtornorum autem ... vectigalia urbana rusticis” (“Outward advantages also may be weighed against one another: ... an income derived from city property to one derived from the farm”). See also Cicero, *De Finibus*, 2.83; Plutarch, *Crassus*, 2.5; Cicero, *Ad Atticum*, 1.14.7; Cicero, *Ad Atticum*, 7.3.6.9; Cicero, *De Officiis*, 3.66; Aulus Gellius, *Noctes Atticae*, 15.1.3; Nepos, *Atticus*, 14.3; Martial, *Epigrammaton*, 3.31.2 and 4.37.4. See FRIER, *Landlords and Tenants in Imperial Rome*, 21; GARNSEY, “Urban property investment in Roman society” in *Cities, Peasants and Food in Classical Antiquity*, Scheidel (ed), Cambridge 1998, 63-71 says that although much has been written on investments in land, investment in urban property has not drawn much discussion. With reference to literary texts and the results of modern scholarship regarding Atticus’ attitude to urban and rural property, and to Cicero’s own urban investments, he comes to the conclusion that the subject of urban investment has

dates from the late Republic and reveals that it attracted a broad spectrum of the aristocracy⁵. Although there is less information on the imperial period, it can be accepted that the situation probably did not change.

Cicero lists the requirements for investing in urban properties, namely to purchase⁶, construct, watch over and repair such properties⁷. The factors which had to be taken into consideration by an owner intending to exploit the property through lease to urban tenants were important. Of relevance would have been whether to purchase an existing building or to build a new one, to consider market factors such as location and character of existing buildings, demands for specific types of rental property, amount of capital available to the prospective landlord, his access to staff in the form of slaves or free employees to manage such property, etcetera.

Urban investment may be seen as an economic investment in two senses. First, it could be valued for its capacity to yield revenue⁸, and secondly, it could be regarded as a capital asset.

Archaeological evidence indicates that many homeowners put their property to productive use. Rooms or apartments were rented to lodgers, and houses or parts thereof were made available for commercial enterprises⁹. This afforded the owner the opportunity of earning extra revenue.

Speculation may be regarded as the purchase of land or a commodity with the object of realising a profit from fluctuations in

been neglected. This might have been the result of the fact that there are relatively few literary texts dealing with urban investments. It may furthermore be attributed to the fact that this topic was considered to be one for private correspondence, and not public information. Urban property was acknowledged to have a higher return than rural investment, but was less secure since it was more prone to damage and destruction, and therefore more liable to suffer sudden loss of market value.

⁵ Cf. FRIER, *Landlords and Tenants in Imperial Rome*, 23-24 and references there. See also FRIER, "Cicero's management of his urban properties", *The Classical Journal*, 74 (1978), 1-6.

⁶ Or otherwise acquire, eg inherit.

⁷ *De Officiis*, 2.83.

⁸ For Atticus, the revenue-earning aspect of property was of primary importance, as is borne out by Cicero (*Ad Atticum*, 9.9.4) saying that he did not inform Atticus about a property at Lanuvium since it was not a productive investment. Urban rental constituted a substantial part of Atticus' income. He was an investor, rather than a speculator. See also Nepos, *Atticus*, 14.3.

⁹ Cf. GARNSEY, *op. cit.*, 69.

price¹⁰. A famous example of this is Crassus, who bought gutted houses at low prices and then sent in his slave architects and builders to construct replacements¹¹. Another example is Damasippus, who sub-divided pleasure-grounds on the banks of the Tiber for redevelopment¹².

2.1. *Locatio conductio*

It follows from what has been said that the contract of lease was of prime importance in a situation such as that existing in Rome where most of the inhabitants lived in rented accommodation. It was a bilateral consensual contract in terms of which the landlord let a specific piece of property to the tenant in return for the payment of rent¹³. This contract gave rise to two *iudicia bonae fidei*, namely the *actio conducti* and the *actio locati*¹⁴.

Urban leasehold was but one form of *locatio conductio*. During the later Roman Republic it was singled out as requiring special legal treatment - probably by Servius Sulpicius Rufus who was consul in 51BC. In his writings, as well as in those of his students, one finds the first juristic mention of urban leasehold and the first traces of many classical doctrines specifically dealing with it: justi-

¹⁰ See also PÖHLMANN, *Die Übervölkerung der antiken Grossstädte*, Leipzig 1967, 88-89.

¹¹ Cf. Plutarch, *Crassus*, 2.4: "For when Sulla took the city and sold property of those whom he had put to death, ... Crassus was never tired of accepting or of buying it. And besides this, observing how natural and familiar at Rome were such fatalities as the conflagration and collapse of buildings, owing to their being too massive and close together, he proceeded to buy slaves who were architects and builders. Then, when he had over five hundred of these, he would buy houses that were afire, and houses which adjoined those that were afire, and these their owners would let go at a trifling price owing to their fear and uncertainty."

¹² Cicero, *Ad Atticum*, 12.33: *Damasippum velim adgrediare. Is, opinor, ita partes fecit in ripa nescio quotenorum iugerum, ut certa pretia constitueret; quae mihi nota non sunt* ("I should like you to approach Damasippus. He, I think, has divided up his property on the banks of the Tiber into lots of so and so many acres with fixed prices, which I don't know").

¹³ Cf. Gaius, 3.135. See also MAYER-MALY, *Locatio Conductio. Eine Untersuchung zum klassischen römischen Recht*, Wien 1955, 81-90; KASER, *Das römische Privatrecht*, vol 1, München 1971, 564; HONSELL, MAYER-MALY & SELB, *Römisches Recht*, Berlin 1987, 323; ZIMMERMANN, *The Law of Obligations. Roman Foundations of the Civilian Tradition*, Cape Town 1990, 351; SCHULZ, *Classical Roman Law*, Oxford 1961, 542.

¹⁴ Cf. KASER, *op. cit.*, 563-564; HONSELL, MAYER-MALY & SELB, *op. cit.*, 325.

fied expulsion¹⁵, justified abandonment¹⁶, and deduction from rent¹⁷. Very early jurists started using the word *inquilinus* as a technical term for an urban tenant¹⁸. The fact that urban leasehold was seen to require special treatment, is indicative of a recognition that it required a body of specially designed law operating alongside rural leasehold.

The landlord's duties included giving the tenant control of the object, which initially had to be fit for the purpose for which it was intended¹⁹. He was also required to maintain the tenant in control and to keep the property in good repair²⁰. The tenant's duties included paying the rent, taking care of the thing and seeing to it that the condition of the thing did not deteriorate during the period of rent. If for some reason the landlord could not ensure the tenant's enjoyment of the *res* for the entire period of the lease, he forfeited his right to rent *pro rata*²¹. Generally it can be said that the principle that the tenant had to be willing to put up with some inconvenience without deduction from the rent was republican and classical²². Where a tenant refused to pay rent on the ground that he was compelled to leave the property leased through fear, he was entitled to relief only if his fear was justified²³. Legal texts show that where the tenant was unable to enjoy the object leased due to some factor beyond his control, for example where the building was demolished, rent was not due for the period during which enjoyment was impossible²⁴. Other texts discuss the case where, for his own purposes, the landlord made the continued enjoyment of the leased property impossible, for example where he demolished the tene-

¹⁵ D.19.2.30pr; D.19.2.35pr.

¹⁶ D.19.2.27.1.

¹⁷ D.19.2.27pr. Cf. also FRIER, *Landlords and Tenants in Imperial Rome*, 59 for other examples of juristic writings on this topic.

¹⁸ Probably Labeo in D.19.2.58pr; D.43.16.20.

¹⁹ D.19.2.19.1. See also KASER, *op. cit.*, 566; HONSELL, MAYER-MALY & SELB, *op. cit.*, 325; ZIMMERMANN, *op. cit.*, 360; WATSON, *The Law of Obligations in the Later Roman Republic*, Oxford 1965, 115.

²⁰ D.19.2.15.1.

²¹ D.19.2.30.1.

²² D.19.2.27pr.

²³ D.19.2.27.1.

²⁴ D.19.2.30pr; D.19.2.35pr; D.39.2.43.1.

ment²⁵. In this case he lost his right to claim the rent. If a dwelling was leased for a period and its condition was so ruinous that it could not be used for the agreed time, the landlord was not liable to the tenant for damages²⁶.

The first point on which agreement between the parties had to be reached, was the object of the lease. The second was the rent²⁷. The third, the duration of the lease, could be either for a fixed term, as in the case of upper-class rental, or for an indefinite period as was usually the case with lower class rental. Where a fixed term was not stipulated in the contract, the parties could terminate the lease unilaterally at any time. There was no security of tenure. As the institution of giving notice was unknown to the Romans termination happened in a relatively free manner²⁸.

The tenant's position was very weak²⁹. He did not become owner or gain a limited real right. He did not even become a possessor. He was a mere *detentor* or holder. He consequently did not have any real actions, nor could he make use of possessory interdicts. The landlord could thus at any time evict his tenant. He could also evict him by making use of an interdict *unde vi* or *uti possidetis*. By doing so he committed a breach of contract and unless he did so justifiably, he became liable under the *actio conducti*. But this *actio in personam* for damages against the lessor was of little comfort to a tenant from the lower classes. For the impoverished majority of tenants, the fact that the urban tenant had no access to possessory interdicts did not really worsen their already bad position. The right of the urban landlord to expel a tenant is thus not raised either in Juvenal's long list of complaints, or in any other source from the Empire.

²⁵ D.19.2.30pr This is confirmed by D.19.2.35pr.

²⁶ D.19.2.27pr; D.19.2.30pr; D.19.2.35pr.

²⁷ D.19.2.2pr: *Nam ut emptio et venditio ita contrahitur, si de pretio convenerit, sic et locatio et conductio contrahi intellegitur, si de mercede convenerit* ("Sale and purchase is contracted if the price is agreed upon; similarly lease and hire is considered to be contracted once the rent is agreed upon").

²⁸ HONSELL, MAYER-MALY & SELB, *op. cit.*, 326; MAYER-MALY, *op. cit.*, 215; ZIMMERMANN, *op. cit.*, 357.

²⁹ KASER, *op. cit.*, 567; HONSELL, MAYER-MALY & SELB, *op. cit.*, 327.

By modern standards, the Roman law of lease was poorly developed³⁰. Nicholas points out that problems were, for example, caused by the fact that landlord and tenant were often not equals³¹. In the ancient world this inequality was very obvious. There would have been a great need to regulate this relationship in order to prevent the economically more powerful party from abusing his position.

2.2. *Political, social and economic responsibilities of the state*

Initially the state appears to have been indifferent to the housing needs of the indigent masses³². Gaius' statement that subsistence was thought to refer only to food, reflects this indifference. Although some included clothing and straw as essentials for survival³³, shelter was not seen as an essential part of the legal concept of subsistence in the Roman world³⁴. There appears to have been no impetus for the improvement of the rental market. Although there were complaints about high rents during all periods, the emperors apparently did not consider it their responsibility to provide public

³⁰ Cf. NICHOLAS, *An Introduction to Roman Law*, Oxford 1962, 184; SCHULZ, *op. cit.*, 544; ZIMMERMANN, *op. cit.*, 344.

³¹ *Op. cit.*, 184. The creation of Roman lease law seems to have been based on the upper-class rental market of the capital city of Rome. Roman lease law takes into account every known feature of the market: architectural as well as economic and social. There can be little doubt that the structure and preexisting social institutions in the rental market were in the main adopted by the jurists as the basis and framework for the legal institutions of urban leasehold. The basic characteristics of the rental market to which he refers as influencing the pattern of juristic thought about lease law, for example long terms of lease and long payment periods, refer to upper-class rental. The Roman rental year usually ran from July 1 to June 30, and this is attested by a large number of literary, legal and epigraphical sources: Cicero, *Fam.*, 13.2; *Q. Fr.*, 2.3.7; Petronius, *Satyricon*, 39.10; Martial, *Epigrammaton*, 12.32; Suetonius, *Tiberius*, 35.2; D.19.2.60pr; D.20.4.9pr; *CIL*, 4.138.

³² SCOBIE, "Slums, sanitation and mortality in the Roman world", *Klio*, 68 (1986), 406. See, on social rights, MAYER-MALY, *op. cit.*, 224f.

³³ D.50.16.234.2: *Verbum 'vivere' quidam putant ad cibum pertinere: sed Ofilius ad Atticum ait his verbis et vestimenta et stramenta contineri, sine his enim vivere neminem posse* ("Some people think that the words 'to be alive' relate also to food, but Ofilius in a letter to Atticus says that in these words both clothes and straw are included; for no one can live without them").

³⁴ Cf. Apuleius, *Metamorphoses*, 9.31 according to whom the hortulanus lived even below this level; Sallust, *Catilina*, 48.2 according to whom the plebs had nothing except their food and clothing.

housing or to introduce rent control. The rental market generally operated without imperial regulation, and imperial subventions only followed upon great catastrophies, remission of rent occurred only in revolutionary circumstances, and rent control was unknown. On the other hand, there are instances where imperial legislation did affect housing, for example the enactment of building codes and laws on demolition which will be discussed later.

Roman lawyers were not biased against the lower classes. They were probably just not aware of their problems or the seriousness thereof. They were members of the higher classes, and wrote and worked for the class to which they belonged. Their social sense was poorly developed. They were not interested in poor workers, and the idea of protecting them and the poor lessees of flats or rooms was foreign to them³⁵. This does not, however, mean that they consciously tailored the law to suit the needs of their class or facilitated the exploitation of the slums by making urban rental such a profitable enterprise³⁶. Nor was Roman law of lease totally removed from the social framework within which it was supposed to function. The rules which developed did indeed reflect some balancing of competing interests, based on the realities of the Roman rental market, and from a public policy perspective, apt to serve as a instrument for social control³⁷. The whole problem, however, was the fact that the jurists created the Roman lease law only to resolve the problems arising from upper-class housing. It was designed neither to oppress the poor nor to relieve their lot: they simply did not feature.

3. *Urban rental accommodation*

When discussing the general nature of urban rental accommodation, it should be kept in mind that space in Rome was limited. It is estimated that the imperial *urbs* which covered an area of about eight square miles, had to accommodate approximately 1 200 000 people. Due to the absence of an efficient transport system, suburban space could not be used to house most of the inhabitants³⁸. Only the wealthiest could afford to live in their own houses

³⁵ SCHULZ, *op. cit.*, 545.

³⁶ ZIMMERMANN, *op. cit.*, 348; SCHULZ, *op. cit.*, 545.

³⁷ ZIMMERMANN, *op. cit.*, 348. See also FRIER, *Landlords and Tenants in Imperial Rome*, 21ff., 174ff., 196ff.

³⁸ PÖHLMANN, *op. cit.*, 78.

(*domus*). Most people therefore lived in rented apartments or rooms. The catalogues of the fourteen regions of Rome, the so-called *Curiosum Urbis Romae Regionum XIV* and *Notitia*, both dating from the mid-fourth century AD and serving as the gazettes of the day, indicate that the city contained 46 602 *insulae* and only 1 797 *domus*³⁹.

The first houses built in Rome date from between the eighth and the seventh centuries BC and were constructed of wattle and daub⁴⁰. By the mid-seventh century the first crude brick (made of mud) buildings with stone foundations were built⁴¹. Building practices were revolutionised in approximately 200 BC when Roman construction engineers introduced “pozzolana”, a fast-drying volcanic sand, into their old-fashioned clay and sand mortar⁴². The development of multiple dwellings in the capital is obscure. By the end of the Republic, however, high houses were no novelty in Rome. According to Vitruvius, high houses were the logical answer to the increase in population in Rome where space was scarce and ground rents high⁴³.

In the third and second centuries, Rome’s growing population thus sought accommodation in large tenement blocks (*insulae*) which were let off as flats or as single rooms⁴⁴. Meiggs defines an *insula* as a “large, normally high, block divided into separate

³⁹ Cf. also WHITTAKER, “The poor in the city of Rome” in *Land, City and Trade in the Roman Empire*, Aldershot 1993, 10; CARCOPINO, *Daily Life in Ancient Rome*, London 1991, 34ff. for references to various archaeological excavations made in Rome and which give a clear indication of the prevailing type of Roman buildings, as well as the plans, dimensions and structures of these buildings.

⁴⁰ MCKAY, *Houses, Villas and Palaces in the Roman World*, Southampton 1975, 64-65.

⁴¹ MCKAY, *op. cit.*, 65.

⁴² MCKAY, *op. cit.*, 67.

⁴³ *De Architectura*, 2.8.17. Although Vitruvius paints a favourable picture of these large house-blocks in Rome, Strabo (2.3.5) emphasises the general unsightliness of the city and the insecurity of these buildings, constantly threatened with fire and collapse. See also Seneca, according to whom apartment buildings were insubstantial structures which regularly cracked, collapsed and burned: *De Beneficiis*, 4.6.2; *De Beneficiis*, 6.15.7; *De Ira*, 3.35.5.

⁴⁴ CARY & SCULLARD, *A History of Rome down to the Reign of Constantine*, New York 1984, 192.

apartments which can be separately let⁴⁵. According to archaeological evidence from Ostia, the external appearance of the *insulae* was very pleasing, with balconies or loggias. Sometimes they were paved with tiles and mosaics and pots of flowers were added by the tenants. The internal comforts of these *insulae*, however, even of the most luxurious known to archaeology, were not so pleasing. The construction was fragile, furniture was scant, light and heating were inadequate, and there was a serious lack of sanitation.

As long as the demand for accommodation exceeded supply, the *insulae* represented the most attractive investment available, and during the time of prosperity the profits of trade and industry probably went largely into this type of building⁴⁶. The city plans of Ostia and Rome are dominated by *insulae*. The largest *insulae* in Ostia certainly accommodated more than 100 tenants, and this, of course, was very attractive to private entrepreneurs who wished to invest their money in urban properties. Apartment houses were economical constructions and with land prices soaring, builders and investors wanted to accommodate larger numbers of rent-paying tenants in a comparatively small area⁴⁷.

Our archaeological evidence of the layout of an *insula* comes mainly from Ostia. The majority of the dated apartment buildings at Ostia belong to the century from the accession of Trajan until the death of Commodus (AD 98 to AD 192). It is accepted that the general concept of the apartment house and the specific plans for these buildings were copied from Rome. The only decent example in Rome, however, is the *Casa di Via Giuliano Romano*⁴⁸.

The great majority of the population in Rome may be classified as lower class tenants. First, they lived in the mezzanines or in small one- or two-roomed flats. The upper floors of the *insulae* were occupied by Romans of the lower classes who lived in small, usu-

⁴⁵ *Roman Ostia*, Oxford 1977, 237. MCKAY, *op. cit.*, 83 says that the term *insula*, in Rome, originally applied to a plot of land bounded by streets, and which was then gradually extended to multiple dwellings which included older houses which had been subdivided into lodging houses and multi-storeyed apartment buildings.

⁴⁶ D.19.2.7; D.19.2.30. Cf. also MEIGGS, *op. cit.*, 250.

⁴⁷ MCKAY, *op. cit.*, 92-93.

⁴⁸ Archaeological evidence is very difficult to obtain in Rome, since each generation has buried, removed or altered the works of its predecessors.

ally single, rooms which were probably paid on a daily basis⁴⁹. The remains of the *Caseggiato degli Aurighi* and the *Caseggiato del Serapide*, two apartment blocks in Ostia, indicate that a typical upstairs flat had one or two small rooms which can no longer be differentiated by form or purpose from other rooms. They also lived in single-roomed shops/dwellings or in larger units consisting of a shop with one or two living rooms. It is not known on what terms these flats or rooms were rented, but it is possible that in some cases (perhaps where they were shopkeepers of shops on the ground-floor) their leases were also stable and long-term. These shops (*tabernae*) provided living space for a large part of the population, either in the rear of the shop or in an upper room (*cenaculum*) which was reached by stairs or a ladder from the shop's interior. Evidence from the second century BC indicates that *domus* and *tabernae* were intermingled, that trade and production, in other words, shared the same roof with the resident.

Secondly there was another form of accommodation: The second storey of the *Casa di Diana* and the first storey of the *Caseggiato del Temistocle* seem to have had long rows of crudely partitioned cubicles resembling hotel accommodation⁵⁰. Meiggs indeed says that there must have been a large demand for temporary accommodation for visitors to Ostia, and that there were also many local people who could not afford to rent more than one or two rooms⁵¹. The very poor thus hired rooms in cheap lodging houses and probably paid rent on a daily basis⁵². From Petronius' description these lodging houses appear to have housed a mixture of transient and permanent residents⁵³.

⁴⁹ Cf. FRIER, *Landlords and Tenants in Imperial Rome*, 19f.

⁵⁰ PACKER, *The Insulae of Imperial Rome*, Rome 1971, 127-134 and 193-195; FRIER, *The Journal of Roman Studies*, 67 (1977), 30-31.

⁵¹ *Op. cit.*, 249.

⁵² SCOBIE, *Klio* 68 (1986), 401-402. See also Petronius, *Satyricon*, 8.4, where Ascyltos pays in advance for one night's lodging.

⁵³ *Satyricon*, 4ff. Encolpius, a character in Petronius' story, also calls the *deversorium* a *synoecium*. In Greek and Hellenistic sources this word is generally used to indicate the lodging houses of the urban poor. See also Herodian, 7.12.6, who refers to Rome's densely crowded wooden tenements as *synoikiai*. Tertullian (*Adversus Valentinianos*, 7) also gives a rather distasteful description of lower-class housing. He describes the "heaven" of the Valentiniani, which allegedly resembled one of the huge apartment blocks in Rome. It rises floor upon floor, the

Whilst rents for higher class tenants with long-term contracts were very high, rent for lower class housing was usually paid daily and although the amount does not sound high, it probably amounted to a large part of an unskilled worker's income⁵⁴. Rents were pushed up by various factors: *inter alia* the very fact that middlemen were widely used by landlords⁵⁵. Furthermore, the rich paid more because of the inherent risk in delayed payment leases, and the poor paid more because of the shortness of their leases.

Many of the poor could not even afford to live at the top of an *insula* or in a cheap lodging house. They survived by finding shelter under bridges, in porticoes or in cellars, cupboards or store-rooms under the stairs of *insulae*⁵⁶. They also lived in the mausolea outside the city⁵⁷. Criminals and the indigent squatted in vacant lots and in abandoned buildings, and crowded into high buildings⁵⁸. The really destitute lived in shacks, in huts erected on top of or against public buildings and which were regularly demolished by city officials, in tombs and public lavatories. These were often regarded as a fire hazard by the authorities and torn down⁵⁹, but were also sometimes allowed to remain if they were not considered an obstruction. In such cases the inhabitants were even charged rent⁶⁰.

The upper-classes in Rome were housed either in their own houses or in *insulae* which were divided into apartments. Leasing of an apartment, or the subletting of rooms in an apartment, occurred amongst Roman senators, *equites* and wealthy freedmen. Rent was high and long-term leases (usually annual) were the

apartments divided by flimsy mezzanines, the whole building linked by countless stairs, everything suggesting crowding and squalor.

⁵⁴ Cf. FRIER, *The Journal of Roman Studies*, 67 (1977), 34-35.

⁵⁵ FRIEDLÄNDER, *Roman Life and Manners under the Early Empire*, vol 1, London, 18 points out that one of the reasons for the high rent was the fact that the middleman had to be paid by the tenants. See also PÖHLMANN, *op. cit.*, 107-108; D.19.2.8.

⁵⁶ Cf. CARCOPINO, *op. cit.*, 35ff.

⁵⁷ D.47.12.3.11.

⁵⁸ MACMULLEN, *Roman Social Relations - 50 B.C. to A.D. 284*, New Haven 1974, 85.

⁵⁹ CTh.16.39. CTh.15.1.39 states that "lean-tos" attached to public or private buildings are to be torn down, if the neighbourhood feared they might become a fire risk or be a source of *insidiae*.

⁶⁰ D.43.8.2.17.

norm. This form of rental accommodation will not be discussed as it has no relevance for the topic under discussion⁶¹. It should be kept in mind that in Rome (as in Ostia) these two forms were often combined in a single *insula*. Although the more aristocratic quarters could be distinguished from the poorer districts, the division was thus not absolute.

Management of these urban properties presented many difficulties. Although they were very profitable, they constituted a risky investment in view not only of the large number of collapses and fires⁶², but a landlord also had to deal with tenants who fled without paying⁶³, or who merely could not pay the rent when it was due⁶⁴. Lodging houses especially would have required a considerable amount of supervision, probably by a large staff⁶⁵. *Insulae* which were divided into apartments did not require as much supervision. Where an *insula* was divided into apartments, or apartments and rooms, the owner could either manage it directly or through a contractual middleman. Self-management was probably usually accomplished through representatives - this might have been a *procurator* or even a slave⁶⁶. Often a whole block of flats (*insula*) was let to one person, the middleman, who sublet the single flats or rooms and acted, in effect, as a *procurator* of the owner⁶⁷. Using middle-

⁶¹ Literary sources contain much information about the conditions under which the wealthier classes in Rome lived: cf. e.g. Cicero, *Ad Atticum*, 5.2.2; Vitruvius, *De Architectura*, 1.2.9.

⁶² See Aulus Gellius, *Noctes Atticae*, 15.1.3: *Tum quispiam ibi ex comitibus Iuliani: 'Magni,' inquit, 'reditus urbanorum praediorum, sed pericula sunt longe maxima. Si quid autem posset remedii fore, ut ne tam adsidue domus Romae arderent, venum hercle dedissem res rusticas et urbicas emissem'* ("Then some one of Julianus' companions said: 'The income from city property is great, but the dangers are far greater. But if some remedy could be devised to prevent houses in Rome from so constantly catching fire, by Jove! I would sell my country property and buy in the city'").

⁶³ Cf. Petronius, *Satyricon*, 62.12.

⁶⁴ Martial, *Epigrammaton*, 3.38.5; 12.32.3.

⁶⁵ The lodging-house described by Petronius in his *Satyricon* was run by the owner's procurator, and the staff included a concierge, cook, building attendants and a number of slaves. Cf. 96.4; 90.7; 92.1; 95.8; 96.8.

⁶⁶ Cf. FRIER, *Landlords and Tenants in Imperial Rome*, 28-29.

⁶⁷ D.19.2.30pr. See also D.19.1.53pr; D.13.7.11.5; D.19.2.7; D.19.2.8. FRIER (*The Classical Journal*, 74 (1978), 1-6), writing about Cicero's management of his urban properties, says that he probably resorted to a legal device whereby he

men had many advantages. The owner's losses in case of collapse would be sharply limited, he would not have to deal directly with tenants at any stage, he would not have to bear the full risk of incomplete tenancy or tenant insolvency, and part of the risk for fires and other catastrophes would pass to the middleman. The only disadvantage would be that he would receive less from his properties since he lost the percentage of the rent which the middleman received, but this would probably be outweighed by the advantages⁶⁸. Many of the landlords probably had little time or interest in the business of being a landlord - they only wanted a steady return from their investment. The use of middlemen in fact isolated them from the social problems of the city.

4. *Inherent dangers of rental accommodation*

4.1. *Nature of buildings*

Rental accommodation in the city basically abounded with inherent dangers. Since it was not possible to increase the area of the city when the population expanded, the result was a city of narrow streets and tall houses⁶⁹. With time, the average height increased, and Vitruvius records that during the time of Augustus the majesty of the city and the increase in its population caused buildings to become yet higher⁷⁰. Apartment houses generally reached the height of five or six storeys during the time of the Antonines, and

could lease urban properties *en bloc* to a middleman who would then sublet it to the actual tenants.

⁶⁸ Cf. FRIER, *The Classical Journal*, 74 (1978), 5.

⁶⁹ As said, there was a serious demand for housing, *inter alia* as result of the increase in inhabitants of the city and the need was the highest amongst the poor. Cf. Vitruvius, *De Architectura*, 2.8.17: *In ea autem maiestate urbis et civium infinita frequentia innumerabiles habitationes opus est explicare. Ergo cum recipere non possit area planata tantam multitudinem ad habitandum in urbe, ad auxilium altitudinis aedificiorum res ipsa coegit devenire* ("Yet with this greatness of the city and the unlimited crowding of the citizens, it is necessary to provide many numerous dwellings. Therefore since a level site could not receive such a multitude to dwell in the city, circumstances themselves have compelled the resort to raising the height of buildings"). See further Martial, *Epigrammaton*, 1.86 and 7.6; Herodian, 7.12.5-6. CARCOPINO, *op. cit.*, 33 points out that the lack of space in Rome was compensated for by narrow streets and high buildings. Excavations in Ostia and Rome showed that the appearance of many of the buildings were amazingly modern. As far as building methods and the interior lay-out are concerned, there are, however, large differences. See also FRIEDLÄNDER, *op. cit.*, 17.

⁷⁰ *De Architectura*, 2.8.17.

the *insula* of Felicula was even higher⁷¹. The height of the apartments buildings raised a number of inherent dangers, and realisation of any of these dangers prejudiced both the landlords and the tenants. Furthermore, the tenant seems to have been surrounded by many more potential disasters. Not only were these high-rise tenements dangerous because of the constant risks of fire, collapse and the rapid spread of communicable diseases in overcrowded, badly ventilated rooms, but also because such conditions frequently produce a high level of violence and crime⁷².

The earliest allusions in literature to upper storeys refer to the middle of the fifth century BC Dionysius of Halicarnassus mentions the tradition that by a *lex Icilia* from that time the Aventine Hill was handed over to the Roman plebs for building⁷³. They rushed for sites and were constrained to live two or three together in the same house-block, some of them in ground-floor rooms and others above them. Livy, describing the first year of Hannibal's invasion in 218 BC, relates the story of an ox in the Forum Boarium which had found its way up from the street to the third storey of a house⁷⁴. Cicero, in 63 BC, speaks about the Campanians laughing at and despising "Rome, planted in mountains and deep valleys, its garrets hanging up aloft"⁷⁵.

Literary sources from the late Republic and early Empire are very explicit about some of the dangers to which tenants in Rome were exposed, for example collapsing apartments, fires, internal problems, jerry-built skyscrapers, cracking walls and weak founda-

⁷¹ Tertullian, *Adversus Valentinianus*, 7. See also Juvenal, *Saturae*, 3.198-202: [T]abulata tibi iam tertia fumant: tu nescis; nam si gradibus trepidatur ab imis, ultimus ardebit quem tegula sola tuetur a pluvia, molles ubi reddunt ova columbae ("Smoke is pouring out of your third-floor attic, but you know nothing of it; if the alarm begins on the ground floor, the last man to burn will be he who has nothing to shelter him from the rain but the tiles, where the gentle doves lay their eggs").

⁷² SCOBIE, *Klio*, 68 (1986), 432. Texts from the *Digest* indicate that burglaries in towns were more frequent in *insulae* and public *horrea*: D.1.15.3.2; D.47.11.7; D.48.8.10.

⁷³ 10.32.4.

⁷⁴ 21.62.3: *Et in foro boario bovem in tertiam contignationem sua sponte descendisse atque inde tumultu habitatorum territum sese deiecisse* ("That in the cattle market an ox had climbed, of its own accord, to the third storey of a house and then, alarmed by the outcry of the occupants, had thrown itself down"). See further Livy, 39.14.2.

⁷⁵ *De lege Agraria*, 2.35.96.

tions⁷⁶. According to Friedländer, most of the lodging houses were poorly built by speculators using inferior materials⁷⁷. Urban rental was a very attractive, but also a risky game in view of the large number of fires in Rome. Buildings were therefore built in such a way that a few years' rent would cover, or hopefully exceed, the initial financial outlay. Land, which was very scarce in Rome, was exploited in various ways. First they built as many storeys as possible; secondly, single rooms were downsized as far as possible, and thirdly, repairs were kept to the minimum. This manner of building of course contributed to the danger of fires, which was already a serious problem. The lodging houses were not in a very good state of repair either, and when repairs were effected, they were often only cosmetic: the agent would prop up a tottering wall, or paint over a huge crack.

⁷⁶ Cf. Juvenal, *Saturae*, 3.6-9: *Nam quid tam miserum, tam solum vidimus, ut non deterius credas horrere incendia, lapsus tectorum adsiduos ac mille pericula saeve urbis* ("For where has one ever seen a place so dismal and so lonely that one would not deem it worse to live in perpetual dread of fires and falling houses, and the thousand perils of this terrible city"); Juvenal, *Saturae*, 268-277: *Respice nunc alia ac diversa pericula noctis: quod spatium tectis sublimibus unde cerebrum testa ferit, quotiens rimosa et curta fenestris vasa cadant, quanto percussum pondere signent et laedant silicem. Possis ignavus haberi et subiti casus improvidus, ad cenam si intestatus eas: adeo tot fata, quot illa nocte patent vigiles te praetereunte fenestrae. Ergo optes votumque feras miserabile tecum, ut sint contentae patulas defundere pelves* ("And now regard the different and diverse perils of the night. See what a height it is to that towering roof from which a potsherd comes crack upon my head every time that some broken or leaky vessel is pitched out of the window! See with what a smash it strikes and dints the pavement! There's death in every open window as you pass along at night; you may well be deemed a fool, improvident of sudden accident, if you go out to dinner without having made your will. You can but hope, and put up a piteous prayer in your heart, that they may be content to pour down on you the contents of their slop-basins!"); Juvenal, *Saturae*, 3.302-305: *Nec tamen haec tantum metuas. Nam qui spoliat te non derit clausis domibus, postquam omnis ubique fixa catenatae siluit compago tabernae. interdum et ferro subitus grassator agit rem* ("Nor are these your only terrors. When your house is shut, when bar and chain have made fast your shop, and all is silent, you will be robbed by a burglar; or perhaps a cut-throat will do for you quickly with cold steel"). Cf. Plutarch, *Crassus*, 2.4; Juvenal, *Saturae*, 11.12-13; Juvenal, *Saturae*, 3.223-225; Strabo, 5.3.7; Pliny, *Naturalis Historiae*, 36.24.106 and 36.54.176-177.

⁷⁷ *Op. cit.*, 21-22. See also PÖHLMANN, *op. cit.*, 110-111 regarding the quality of the houses. According to him owners did not care about the quality or how long the houses would remain standing.

A factor which was of extreme importance for the development of high-rise buildings in Italy, and which thus characterised the Roman *insula*, was concrete (*opus caementicum*)⁷⁸. It was developed in Campania, quickly perfected and was in general use in Rome by the second century BC. It not only provided a cheap building material, but also enabled Rome to cope with its rising population in a new way. Although it is true that the technique of concrete construction had been mastered not later than the second century BC, it is probable owing to price constraints that timber and sun-dried bricks long remained the main building materials in the poorer parts of the city⁷⁹. From the Flavian period onwards, however, concrete construction dominated and the brick industry had developed sufficiently to make fired bricks and broken tiles the standard material for the facing of the walls⁸⁰.

Archaeological evidence shows that *insulae* in Ostia were generally structurally sound. But, although there are many similarities between the *insulae* in Ostia and those in Rome, conclusions drawn about housing in Ostia should not be applied uncritically to Rome. Rome was much larger and more congested and also never experienced the radical redevelopment which Ostia underwent during the reigns of Claudius, Trajan and Hadrian⁸¹. Although the *Casa di Via Giulio Romano* was structurally sound, literary evidence from the time of Cicero until the end of the Empire suggests that multiple dwellings in Rome were jerry-built and largely unsafe. It should furthermore be kept in mind that Roman architects could not calculate precisely the strains and stresses in any given structure, and that Roman engineers could not measure velocity. This meant that structural soundness could not be guaranteed in any building, not even the most prestigious and expensive⁸².

⁷⁸ MCKAY, *op. cit.*, 84.

⁷⁹ MEIGGS, *op. cit.*, 237.

⁸⁰ By the second century AD brick-faced concrete had become universal and was employed in all walls in Ostia - see CARRINGTON, "The ancient Italian town-house" *Antiquity*, 7 (1933), 146.

⁸¹ Tradition has it that Rome was built after the Gallic invasion in the 4th century BC (Livy, 5.55.2-5; Tacitus, *Annales*, 15.43.1). The ruins were then repaired in a hurry with no thought to town planning.

⁸² SCOBIE, *Klio*, 68 (1986), 407.

Vitruvius, probably during the reign of Augustus, wrote a textbook on architecture which served as the standard work for the subject for the next 1500 years⁸³. His credentials were good: his literary and scientific education was impressive. He had practised as both an engineer and an architect, and he was an avid reader of Hellenistic literature. His book thus reflects the knowledge and thinking on architecture at his time. Vitruvius' ten books on the topic were not merely a technical manual, but also reflected his dissatisfaction regarding existing conditions in Rome. He furthermore wished to warn stingy landlords not to economise on the expenses of the architect by employing an ill-qualified man and one who was not an expert, or even worse, acting as architects themselves⁸⁴. It is clear from his work that many landlords and building contractors took advantage of their position and the circumstances in the housing market to make fortunes by using inferior building materials, putting up ultra-thin walls, or neglecting all the basic rules of good building⁸⁵. Because of the great demand for housing, building continued at all costs, ways were found to do so at another's expense and building regulations were ignored.

4.2. Collapses

Tenants in *insulae* were constantly expecting their buildings to collapse⁸⁶. According to late republican and imperial literature, the *insulae* suffered from various shortcomings which often resulted in

⁸³ FINLEY, *The Ancient Economy*, London 1985, 145.

⁸⁴ *De Architectura*, 6.pr 6.

⁸⁵ *De Architectura*, 2.8.17.

⁸⁶ Juvenal, *Saturae*, 3.190-196: *Quis timet aut timuit gelida Praeneste ruinam aut positis nemorosa inter iuga Volsiniis aut simplicibus Gabiis aut proni Tiburis arce? Nos urbem colimus tenui tibicine fultam magna parte sui; nam sic labentibus obstat vilicus et, veteris rimae cum texit hiatum, securos pendente iubet dormire ruina. Vivendum est illic ubi nulla incendia, nulli nocte metus* ("Who at cool Praeneste, or at Volsinii amid its leafy hills, was ever afraid of his house tumbling down? Who in modest Gabii, or on the sloping hills of Tivoli? But here we inhabit a city supported for the most part by slender props: for that is how the bailiff holds up the tottering house, patches up gaping cracks in the old wall, bidding the inmates sleep at ease under a roof ready to tumble about their ears. No, no, I must live where there are no fires, no nightly alarms"). This text seems to indicate that collapses of big buildings were quite general, and that such practices occurred frequently. Cicero (*Ad Atticum*, 14.9.1) laments his collapsed and cracking buildings.

structural collapse⁸⁷. Amongst these shortcomings were the use of poor building materials, inadequate preparation of foundations, and inexpert and careless workmanship. Furthermore, Roman officials appeared to have had a rather lackadaisical attitude towards the establishment of responsible and effective building codes⁸⁸. Although there were indeed building regulations issued by Roman emperors and the administration in an attempt to prevent the large number of collapses and fires, it seems as though they were largely ignored by property owners and builders⁸⁹.

The construction of these high Roman apartment houses was too fragile and light. Whilst the *domus* of Pompeii easily covered 800 to 900 metres, the *insulae* of Ostia, which were built according to the specifications laid down by Hadrian, seldom had such extensive foundations. Roman *insulae* usually varied between 300 and 400 square metres⁹⁰. A foundation of 300 square metres is not sufficient for structure of 18 to 20 metres, especially in view of the thickness of the flooring which separated the storeys. These tall Roman buildings therefore had no base corresponding to their height. Collapses of such buildings were aggravated by the fact that builders, in order to increase their profit, usually economized on the strength of the masonry and quality of the materials. According to Vitruvius it was forbidden by law for outside walls to be thicker than a foot and a half, and other walls were not to be thicker so that space could be saved⁹¹. From the time of Augustus, he says, it was

⁸⁷ SCOBIE, *Klio*, 68 (1986), 404. See also YAVETZ, "The living conditions of the urban plebs in Republican Rome" *Latomus*, 17 (1958), 507-513; Seneca, *Epistulae*, 90.43.

⁸⁸ YAVETZ, *Latomus*, 17 (1958), 512 for a discussion of the meagre number of Roman building codes; FRIER, *The Journal of Roman Studies*, 67 (1977), 36.

⁸⁹ See 5.1 infra.

⁹⁰ Cf. CARCOPINO, *op. cit.*, 42.

⁹¹ *De Architectura*, 2.8.17: *Leges publicae non patiuntur maiores crassitudines quam sesquipedales constitui loco communi; ceteri autem parietes, ne spatia angustiora fierent, eadem crassitudine conlocantur. Latericii vero, nisi diplinthii aut triplinthii fuerint, sesquipedali crassitudine non possunt plus unam sustinere conlocantur* ("Public statutes do not allow a thickness of more than a foot and a half to be used for party walls. But other walls also are put up of the same thickness lest the space be too much narrowed. Now brick walls of a foot and a half - not being two or three bricks thick - cannot sustain more than one storey"). Cf. Pliny, *Naturalis Historia*, 35.173 according to whom walls of a foot and a half cannot sustain more than one storey: *Romae non fiunt talia aedificia, quia sesqui-*

the custom to correct these inadequate walls by inserting chains of bricks to strengthen the concrete. This permitted the convenient construction of buildings of great height. This might explain one possible cause of structural collapse, since such walls would probably be inadequate for the load-bearing walls of the lower floors of apartment blocks. This elegance which Vitruvius praised, was unfortunately achieved at the cost of solidity. Consequently, buildings in the city were constantly collapsing, and others had to be demolished to prevent them from collapsing.

Vitruvius says that if a house were to collapse not as result of the powers of nature, it would indicate that something in its construction was faulty. The architect was to blame only if the foundations of the house were not deep or solid enough, whilst the landlord was held responsible if the collapse was due to the exaggerated economy, quantitatively and qualitatively, of the building material⁹². Many landlords took advantage of the existing housing shortage in Rome, of the social difficulties, and of the miseries of the lower classes whom they saw only as a potential source of income. Their avarice and the disregard for building regulations regarding the construction of houses caused many disasters. For example, a certain height of house demanded a certain width for the walls⁹³. When this regulation was ignored, the walls would begin to crack⁹⁴. The tenants would demand repairs, but in vain, and in time the house would collapse⁹⁵. The ever-increasing demand for housing, caused

pedalis paries non plus quam unam contignationem tolerat, cautumque est, ne communis crassior fiat, nec intergerivorum ratio patitur ("Structures of this sort are not erected in Rome, because an eighteen-inch wall will only carry a single storey, and there is a regulation forbidding any partition exceeding that thickness: nor does the system used for party-walls permit of it"). The walls spoken of by Vitruvius refer to tenements of five to six storeys.

⁹² See especially *De Architectura*, 6.8.9: *Quibus autem copiarum generibus oporteat uti, non est architecti potestas, ideo non in omnibus locis omnia genera copiarum nascuntur, ut in proximo volumine est expositum; praeterea in domini est postestate, utrum latericio an caementicio an saxo quadrato velit aedificare* ("An architect cannot control the kinds of material which is necessary to use, for the reason that not all kinds of material occur in all places, as was explained in the last book. Besides, the client decides whether he is to build in brick or rubble or ashlar"). Cf. too *De Architectura*, 1.3.2; 2.3.2; 6.8.1-9.

⁹³ Pliny, *Naturalis Historia*, 35.173.

⁹⁴ Vitruvius, *De Architectura*, 2.8.1.

⁹⁵ Cicero, *Ad Atticum*, 14.9.1; Catullus, 23.9; Juvenal, *Saturae*, 3.194-195.

inter alia by the large number of collapsing houses, offered unscrupulous landlords the opportunity to add even more storeys on unstable foundations⁹⁶.

4.3. Fires

Fires were another frequent occurrence in Rome and were feared by everyone⁹⁷. The style of building, height of the *insulae*, wooden forecourts and rear additions which fed the flames, and narrow streets⁹⁸, all contributed to increasing the danger of fire⁹⁹. Many other factors contributed to this danger. First, the buildings were insubstantial; secondly, the weight of their floors necessitated massive wooden beams; thirdly, there was a perpetual risk of fire from the movable stoves which heated them, as well as from candles, smoky lamps and torches which lit them at night; and fourthly, water was a scarce commodity on the higher storeys. All of this resulted in a large number of fires and the speed with which they spread. The history of Rome, as recorded by, for example, Livy, Tacitus, Suetonius and Dio Cassius, abounds with reports of a large number of fires which raged in this city¹⁰⁰.

⁹⁶ Cf. Vitruvius, *De Architectura*, 6.8.

⁹⁷ See, e.g., Juvenal, *Saturae*, 3.6-9; 3.197-198; 3.199-202; 3.212-214; Plutarch, *Crassus*, 2.4; Livy, 24.47.15; 26.27.1-3; 30.26.5; 34.44.7-8; 35.9.3-4; Herodian, 7.12.5-7; Orosius, 7.2.11; Suetonius, *Vespasian*, 8.5; Aulus Gellius, *Noctes Atticae*, 15.1.2; D.1.15.2. See also 5.1 and 5.3 *infra*.

⁹⁸ Cf. Tacitus, *Annales*, 15.38: *Impetu pervagatum incendium plana primum, deinde in edita adsurgens et rursus inferiora populando, antequam remedia velocitate mali et obnoxia urbe artis itineribus hucque et illuc flexis atque enormibus vicis, qualis vetus Roma fuit* ("The flames, which in full career overran the level districts first, then shot up to the heights, and sank again to harry the lower parts, kept ahead of all remedial measures, the mischief travelling fast, and the town being an easy prey due to the narrow, twisting lanes and formless streets typical of old Rome"). See also Suetonius, *Nero*, 6.38; Martial, *Epigrammaton*, 7.61.

⁹⁹ See FRIEDLÄNDER, *op. cit.*, 21-22.

¹⁰⁰ The following might serve as examples: In 231 BC a fire broke out that raged for two days and a night, destroying the whole district between Salinae and the Carmentalis Gate (Livy, 24.47.15). Three years later, in 210 BC, a fire broke out in the vicinity of the Forum, causing much damage (Livy, 26.27.1-3). In 203 BC a whole street in the neighbourhood of the Aventine, one of the centres of the poor, was completely gutted (Livy, 30.26.5). During the reign of Tiberius, Mons Caelius was set on fire, and in AD 37 the Aventine and a part of the Circus burnt down (Suetonius, *Tiberius*, 48.1; Tacitus, *Annales*, 4.64 and 6.45). In AD 64, during the reign of Nero, the biggest fire in the history of Rome occurred (Tacitus, *Annales*, 15.38.1; Dio Cassius, 62.18.2). Finally, under Antoninus Pius, who

According to Meiggs, the ruins in Ostia, with their brick-faced concrete walls, might perhaps be misleading¹⁰¹. Discussing the *cenacula*-form apartments in Ostia and in Rome, Frier also says that since stone and brickwork are usually all that survive of these *insulae*, the amount of wood used can be underestimated¹⁰². Though the external walls were of concrete, timber was widely used throughout the houses, for doors, windows, stairs and furniture. Most rooms were sealed with wooden rafters, and concrete vaulting was not very common. Timber ceilings were common and wooden balconies (*maeciana*) of the upper stories likewise presented a danger. Although it was forbidden to cover roofs with wooden tiles, and *tegulae* or *imbrices* were to be used instead¹⁰³, thin wooden partitions were erected in order to have more rooms to let, especially on the upper floors¹⁰⁴.

The main fire danger came from oil lamps and open braziers. The absence of cooking facilities in the *insulae* caused Romans to do much of their eating and drinking in restaurants and public houses in their neighbourhood¹⁰⁵. If, however, they chose to cook

ruled from 138 to 161, a fire destroyed 340 *insulae* and *domus* (SHA, *Antoninus Pius*, 9.1)

¹⁰¹ *Op. cit.*, 250. The external walls might indeed all have been of concrete, but wood was used extensively throughout the houses.

¹⁰² FRIER, *Landlords and Tenants in Imperial Rome*, 18.

¹⁰³ Pliny, *Naturalis Historia*, 16.36.42.

¹⁰⁴ Cf. Vitruvius, *De Architectura*, 2.8.20: *Cratacii vero velim quidem ne inventi essent; quantum enim celeritate et loci laxamento prosunt, tanto maiori et communi sunt calamitati, quod ad incendia uti faces sunt parati* ("I could wish that walls of wattle work had not been invented. For however advantageous they are in speed of erection and for increase of space, to that extent are they a public misfortune, because they are like torches ready for kindling").

¹⁰⁵ Cf. PACKER, *op. cit.*, 74 who says that the large number of public meeting places and the fact that the actual living spaces of the inhabitants were small and cramped, seem to indicate that almost all the requirements of the vast majority of inhabitants were taken care of outside the home. Many families thus merely slept in their lodgings. This was probably the result of first, having no kitchens, and secondly the fact that their sleeping quarters were very small and cramped and offered little privacy. These lodgings were basically merely protection against the elements, and were furnished with bare necessities. Cf. Martial, *Epigrammaton*, 12.32.11-13: *Ibat tripes grabatus et bipes mensa et cum lucerna corneoque cratere matella curto rupta latere meiebat* ("There went along a three-legged trucklebed and a two-legged table, and, alongside a lantern and bowl of cornel, a cracked chamberpot was making water through its broken side"). The fact that they had so little furniture reduced the gravity of the occurrence of fire and collapses when they

at home - probably on portable stoves and braziers which also provided basic heating in winter - there was always a danger of fire¹⁰⁶. Daily meals were thus a sure fire hazard¹⁰⁷. Carelessness in the control of fires was subject to summary punishment¹⁰⁸, but enforcement must have been very difficult, if not impossible. The fire risk would also have been less serious had there been more adequate fire-fighting methods. Tenants in *insulae* were required to keep water in their apartments for use in the case of fires¹⁰⁹, but the quantity available would have been barely enough if used immediately before the fire spread.

Since fires were a disaster that all inhabitants of *insulae* feared constantly, various measures were introduced as time went by. Lessors often included special clauses in their contracts forbidding the tenant from bringing easily inflammable substances into his lodgings¹¹⁰, or even prohibited fires altogether¹¹¹. These clauses required consent, and the tenant therefore had to know of the content when the contract was concluded. In case of contravention, the lawyers granted the *actio locati* to the lessor, irrespective of whether a third party had in actual fact set the hay on fire¹¹², or whether the house had not burnt down on account of the lessee's fire but due to *casus fortuitus*¹¹³.

4.4. Demolition

Insulae were regularly demolished in Rome. There were various reasons for this. First, it might have occurred for safety reasons when buildings seemed to be in danger of collapsing, and secondly, they might have been demolished because the owners wished to

quickly had to leave. Provided that they were warned, they were able to clear out their meagre possessions and save themselves.

¹⁰⁶ According to MCKAY, *op. cit.*, 86 cooking in the *insulae* was one of the causes for many of the fires in the tenements.

¹⁰⁷ MCKAY, *op. cit.*, 94.

¹⁰⁸ D.1.15.3.

¹⁰⁹ D.1.15.3.4.

¹¹⁰ D.19.2.11.4.

¹¹¹ D.19.2.11.1.

¹¹² D.19.2.11.4; D.19.2.12.

¹¹³ D.19.2.11.1.

build new *insulae* to increase their investments¹¹⁴. According to Strabo, “the building of houses ... goes on unceasingly in consequence of the collapses and fires and repeated sales (these last, too, going on unceasingly); and indeed the sales are intentional collapses, as it were, since the purchasers keep tearing down the houses and building new ones, one after the other, to suit their wishes”¹¹⁵. This remark undoubtedly refers to the prohibition which was placed on demolition, and in terms of which one was only allowed to tear down an existing building for specific reasons, not merely to better your investment opportunities.

4.5. Overcrowding

With reference to overcrowding, it should be noted that there is no reliable literary evidence about the occupancy levels of *insulae*, and consequently some assumptions based on archaeological evidence have been made. Although there is no sure means of calculating the occupation density of these rooms, a combination of uncontrolled rents and the total lack of legislation enforcing minimum occupation densities in multiple dwellings, are likely to have caused congested living conditions¹¹⁶. Such crowding was usually the result of high rents. Unskilled workers probably paid rent on a daily basis, and it is highly unlikely that they would have been em-

¹¹⁴ See also D.19.2.30: *Qui insulam triginta conduxerat, singula caenacula ita conduxit, ut quadraginta ex omnibus colligerentur: dominus insulae, quia aedificia vitium facere diceret, demolierat eam: quaesitum est, quanti lis aestimari deberet, si is qui totam conduxerat ex conducto ageret. Respondit, si vitiatum aedificium necessario demolitus esset, pro portione, quanti dominus praediorum locasset quod eius temporis habitatores habitare non potuissent, rationem duci et tanti litem aestimari: sin autem non fuisset necesse demoliri, sed quia melius aedificare vellet, id fecisset, quanti conductoris interesset, habitatores ne migrarent, tanti condemnari oportere* (“A man had hired an apartment building for thirty and then leased out the apartments so as to collect forty from all of them: the building’s owner had demolished it because he says the structure was defective. If the lessee of the entire building sues on hire, what value should be given to his claim? He [Servius] responded that if he had to demolish a damaged structure, assessment should be made proportionate to the amount for which the property’s owner leased it, because the occupants could not dwell in it during this period; but if demolition was not required and he did this merely because he wished to build better, then he must be condemned to pay the amount of the lessee’s interest in the occupants not moving out”).

¹¹⁵ *Geographica*, 5.3.7.

¹¹⁶ SCOBIE, *Klio*, 68 (1986), 430-431.

ployed every day of the year. If a tenant were to have rented a room for his sole use that would have meant eviction when he did not receive pay. In shared accommodation, the tenants could have supported one another in such times. Poor tenants thus often had to share their small rooms with other people to enable them to pay the rent which was very high, and which was beyond their meagre incomes. Since there is so little evidence of what life was like in the living quarters of the lower classes, it is difficult to say anything about the extent to which these *insulae* were overpopulated¹¹⁷. What may well be said, is that the lower classes were crowded together in the upper storeys of the *insulae* which were not really suited to a normal and orderly family life¹¹⁸.

5. Redress of urban tenants

Various problems encountered by the poor urban tenant have now been discussed, and his rather precarious position has been described. I shall now discuss the measures taken by the state in an effort to rectify these inequities.

5.1. Building regulations

The first measure to be discussed, is building regulations. The general aims of building regulations in Rome were first, control of building activity with particular emphasis on precautions against conflagrations; secondly, to encourage the re-erection of demolished houses; and thirdly, control over building plots¹¹⁹.

Augustus was the first to introduce laws into the neglected field of building - probably because of the serious situation in Rome during his reign. The increase in the population of Rome at the time resulted in apartment buildings becoming yet higher. Con-

¹¹⁷ Cf. YAVETZ, *Latomus*, 17 (1958), 503-504 who makes various conjectures on the basis of available statistics.

¹¹⁸ PÖHLMANN, *op. cit.*, 103-104 discusses overcrowding in the *insulae* as such as well as in individual rooms, and says that it did not only occur among the lower classes, but also among the higher classes. This would indicate that the increase in the population of the city and the high rents led to overcrowding among all classes and consequently caused a lack of privacy.

¹¹⁹ Cf. YAVETZ, *Latomus*, 17 (1958), 512-513 with reference to Voigt. See further RAINER, *Bau- und nachbarrechtliche Bestimmungen im klassischen römischen Recht*, Graz 1987, 223 according to whom restrictions on the height of buildings were introduced for the general safety of buildings and especially to restrict the danger of fires.

struction knowledge, however, was defective and limited, and buildings frequently collapsed. Augustus showed great concern for domestic architecture and tried to safeguard citizens against fires and collapsing buildings through stringent building regulations. For the first time in Rome's history, the security and quality of Roman life became governmental concerns. Building and repair of houses were encouraged by the administration. Early in the Empire provision was made for the reconstruction of buildings which had collapsed or had been demolished¹²⁰.

Augustus realised the dangers inherent in the building of *insulae*, and prohibited houses that exceeded 20 metres or five storeys from being built¹²¹. This edict restricting the height of *insulae* to 70 Roman feet, does indeed create the impression that there was serious concern about the structural safety of high buildings. In practice, however, this law and others concerning unroofing, dismantling and demolition of urban buildings, were reiterated by subsequent emperors, which creates the impression that they were largely ignored by property owners and builders. The Roman state apparently lacked the administrative infrastructure to enforce these provisions. A further decree was, for example, issued by Trajan prohibiting the erection of buildings higher than 18 metres¹²². Later, during the time of Nero, the *lex Neronis de modo aedificiorum urbis* was issued and further extended by Vespasian, Trajan and Hadrian¹²³.

It is possible that Nero was influenced in his urban renewal projects after the fire of AD 64, when the age of more durable fabric and better disposition dawned, by Seneca's tirades and complaints about tenement living¹²⁴. In this fire three of the fourteen regions of the city burnt down, and very little remained of seven

¹²⁰ D.39.2.46; D.1.18.7; C.8.10.2.

¹²¹ Cf. Strabo, *Geographica*, 5.3.7: "Now Augustus Caesar concerned himself about such impairments in the city, organising for protection against fires a militia composed of freedmen, whose duty it was to render assistance, and also to provide against collapses, reducing the heights of the new buildings and forbidding that any structure on the public streets should rise as high as seventy feet."

¹²² Aurelius Victor, *Epitome*, 13.13. See also D.39.1.1.7.

¹²³ See YAVETZ, *Latomus*, 17 (1958), 513.

¹²⁴ Seneca, *De Consolatione ad Marciam*, 22.3; *De Beneficiis*, 4.6.2; *Epistulae*, 90.10; *De Ira*, 3.35.4-5; *De Tranquillitate Animi*, 11.7.

others. Nero seized the opportunity afforded by the rebuilding of large parts of Rome following the great fire to improve general standards of building through more sweeping measures¹²⁵.

Many of these regulations, however, proved to be disadvantageous to the poor. Making broad new streets through high density areas of the city merely increased overcrowding in adjoining areas, or forced up the rents. Furthermore, new accommodation erected on the sites of demolished slums tended to be more expensive and beyond the means of former inhabitants¹²⁶. The rebuilding of the city was a very expensive project for which Nero needed a great deal of money. One of the measures introduced to increase money was the suspension of the *frumentationes* which meant that all grain had to be paid for, a measure obviously not popular with former recipients of free grain¹²⁷. The urban poor, having lost their lodgings, were now also losing free food. When Nero died in 68, the project had not yet been completed. The scale and success of Nero's renewal programme, the *urbs nova*, remain uncertain. Earlier handicaps were improved, but certainly not eradicated¹²⁸.

5.2. *Legal redress*

From the discussion of the Roman contract of urban lease earlier, it emerged that this legal institution developed with time and as needed. It was apparently fully in place by the Classical period. In practice, however, it seems as if only the higher classes made use of the protection it offered¹²⁹. The question now needs to be asked why the lower classes did not make use of it.

The social struggle during the Republic did not result in an egalitarian democracy. In Rome, during the late Republic as well as

¹²⁵ Tacitus, *Annales*, 15.43.

¹²⁶ NEWBOLD, "Some social and economic consequences of the AD 64 fire at Rome", *Latomus*, 33 (1974), 859.

¹²⁷ Dio, 62.18.5.

¹²⁸ Vespasian thus inherited a city full of ruins of fires and collapsed houses. In an inscription from AD 71, he says that he had repaired the neglected streets at his own cost. Cf. FRIEDLÄNDER, *op. cit.*, 4.

¹²⁹ The fact that members of the lower classes were obviously deterred from bringing suits may be deduced from the fact that all the cases of which we are aware, concern the higher classes. Despite the great numerical preponderance of slum tenements and lower class tenants, they find no place in juristic discussions of urban leasehold.

during the Empire, there were wide differences in wealth and prestige, and it was during this period that Roman law and jurisprudence developed and grew into a system which is still admired today. The question should, however, be asked what this really meant in practice. Did it mean that everybody was equal before the law, and that every single Roman could at any time make an appeal to the law if necessary?

The rental market remained firmly in the field of private law, and it is also important to note that legal texts concerning the contract of urban leasehold are only concerned with long-term rental, in other words, with the higher-class landlords and tenants. The legal position of these upper-class tenants was very progressive, and they benefited from it. The lower classes, however, did not enjoy the legal protection afforded these long-term tenants, for example the implied warranty of continuing habitability, and if they were not satisfied with their lodgings, they simply left and found other quarters.

It is also highly unlikely that poor tenants would have been able to prosecute landlords who had no regard for the fate of their tenants¹³⁰. They had neither the financial nor the political resources necessary for redress, and probably regarded the risk of *ruina* as part of daily life - just as fire and flood. One of the factors which might have helped a poor and weak plaintiff, was the institution of *clientela*. Under this institution weak and impoverished people, who would otherwise never have thought of instituting proceedings, attached themselves to a more influential person, a *patronus*. In return for certain services rendered to him, they would receive assistance when experiencing difficulties, for example in litigation against a wealthier and higher class defendant. This might consist merely of legal advice, but *patroni* were also obliged to explain the law and to take up the cases of their wronged clients in case of a breach of contract or a prosecution¹³¹. It should be mentioned that

¹³⁰ Cf. GARNSEY, *Social Status and Legal Privilege in the Roman Empire*, Oxford 1970, 99. See also Cicero, *Ad Atticum*, 14.9.1: *inquilini* could abandon a building without risk of prosecution by a landlord for loss of rent if their fears of *ruina* were justifiable (see FRIER, *The Journal of Roman Studies*, 67 (1977), 99f.).

¹³¹ See Dionysius of Halicarnassus, 2.10.1: "The regulations which he then instituted concerning patronage and which long continued in use among the Romans were as follows: It was the duty of the patricians to explain to their clients the

poor tenants were, ironically enough, also protected by their poverty which could be seen as a sure protection against civil proceedings, since no one would bother to sue someone who could not satisfy a judgment¹³².

The law of procedure generally provides an individual with a mechanism whereby he may realise his legitimate claims against another. It is, however, very probable that many claims, perhaps most, never came to the attention of a court of law. There is a large number of reasons why a wronged person never came so far as to institute a claim¹³³. The most important of these might have been first, that he did not realise that he had a claim; secondly, that he lacked access to skilled authority to assist him; thirdly, that he was deterred by the initial financial outlay; and fourthly, that he believed that he would not be given a fair hearing¹³⁴. Another reason might be the fact that the reward he would have been likely to obtain, would have been so small that it was not worth his time, money or effort. Frier lists a fair number of other reasons, and concludes by saying that in Rome most of these factors deterred members of the lower class from bringing suits¹³⁵. The poor, who constituted the majority of tenants, probably paid rent on a daily basis, and when either of the parties was unhappy with the other, the poor tenants merely moved away.

In conclusion it may be said that the administration of justice, civil as well as criminal, in the Pre-classical, Classical and Post-classical periods of jurisprudence tended to be subject to the influence of powerful men. Sometimes that influence found expression

laws, of which they were ignorant; to take the same care of them when absent as present, doing everything for them that fathers do for their sons with regard both to money and to the contracts that related to money; to bring suit on behalf of their clients when they were wronged in connexion with contracts, and to defend them against any who brought charges against them; and, to put the matter briefly, to secure for them both in private and in public affairs all that tranquillity of which they particularly stood in need." Cf. KELLY, *Roman Litigation*, Oxford 1966, 54-55.

¹³² KELLY, *op. cit.*, 31.

¹³³ SCHULZ, *Principles of Roman Law*, Oxford 1936, 243ff.

¹³⁴ Cf. FRIER, *Landlords and Tenants in Imperial Rome*, 48-50.

¹³⁵ *Landlords and Tenants in Imperial Rome*, 48-51.

in the bribery of judges, advocates and witnesses¹³⁶. More often, it operated through fear, through favour and through personal connections¹³⁷. In other words, between parties of unequal status, the conditions in society conspired to give the advantage to the party enjoying a superior status. Although the theory of an equal and objective justice was pronounced, no one reckoned on finding it in practice.

5.3. Fire brigade

The introduction of a fire brigade in Rome was an important measure. We have already seen that the danger of fires in the city was very real and very serious. During the Republic, however, the *plebs urbana* had very little protection in times of fire. No regular provision was made for dealing with this problem, and they depended completely on the goodwill of rich citizens with a large number of slaves at their disposal.

In 26 BC Augustus' attention was drawn to this deficiency by the action of an ambitious *aedile* called M Egnatius Rufus, who improvised a private fire-brigade, and took such credit for himself that it could be seen as an implied taunt to Augustus. Augustus thereupon took up the challenge, but first contended himself with half measures¹³⁸. At last, in AD 6, a series of serious fires forced him to introduce drastic measures. He realised that the fire-service required the attention of a professional full-time expert. He appointed a permanent officer of equestrian rank, called the *praefec-*

¹³⁶ KELLY, *op. cit.*, 32f. discusses the question of the impartiality of the law with reference to Cicero's speech in *Pro Caecina*. The forces which could possibly destroy the regular operation of the law would be *gratia*, *potentia* and *pecunia*. In Roman sources, the last-mentioned seems to have been the most familiar, since it appears that the bribery of judges was fairly common. If a poor plaintiff instituted an action against a wealthier upper-class defendant, it would have been possible for the wealthy defendant to bribe the judge, who would have come from the same class as he. The personal standing, personal influence and personal relations of the parties were constant factors in all areas of Roman life, including civil and criminal jurisdictions. Prosecutions thus failed or succeeded, private lawsuits were begun or not even considered, based on whether some dominating influence could be imputed to one side or the other.

¹³⁷ KELLY, *op. cit.*, 61.

¹³⁸ In 21 BC he placed a force of 600 public slaves at the disposal of the *aediles*, in 7 BC he called upon the *tribuni* and *praetores* and a body of lesser magistrates to assist the *aediles*, and he divided the city into 14 regions, to each of which a special corps of firemen was assigned (CARY & SCULLARD, *op. cit.*, 326).

tus vigilum, and provided him with brigade of 7000 firemen, all freedmen, in seven cohorts¹³⁹. The *cohortes vigilum* were a night police and fire brigade combined. They were distributed throughout the city, one cohort to every two of the fourteen *regiones*. However, the fire-fighting measures were rather ineffective, and the reform effected was therefore slight¹⁴⁰. Trajan also paid special attention to the policing of the city, but outbreaks of fire remained an everyday occurrence in Roman life¹⁴¹.

By the fourth century the *cohortes vigilum* had been disbanded or had faded away. Symmachus mentions firefighting among the services rendered by the guilds to the city of Rome, and a constitution of 369 directed to the prefect of the city speaks of a *corpus centonariorum*, one of the guilds from which the fire service was usually drawn. In the fifth century Rome depended on the amateur services of *collegiati*, members of the guilds. By the time of Justinian, the *praefectus vigilum* had lost his fire-fighting duties¹⁴².

5.4. Legislation regarding demolition

The Roman emperors tried to curb demolitions by issuing legislation. The legal enactments in terms of which the Roman authorities placed restrictions on demolitions are, however, rather confusing¹⁴³. Surviving extracts from juristic commentaries on this topic, focus on legal points and ignore the social, political and economic background. It is consequently seldom possible to determine the attitude of the political authorities, the activities they were trying to curb, and the impact of such activities on the community.

The earliest known example of Roman legislation prohibiting the demolition of buildings is a clause in the *Lex Municipii Tarentini* (Charter of Tarentum) which probably dates from before 62 BC¹⁴⁴. This municipal charter lays down that anyone who unroofed

¹³⁹ Cf. Strabo, *Geographica*, 5.3.7. See further Suetonius, *Augustus*, 25; Cassius Dio, 53.33; 54.24.29; 55.1.8; 55.26. Cf. CARY & SCULLARD, *op. cit.*, 325; JONES, *The Later Roman Empire 284-602. A Social and Economic Survey*, (vol 2), Oxford 1964, 693.

¹⁴⁰ FRIEDLÄNDER, *op. cit.*, 22.

¹⁴¹ D.1.15.2. See also Aulus Gellius, *Noctes Atticae*, 15.1.2-3.

¹⁴² JONES, *op. cit.*, 695.

¹⁴³ According to GARNSEY ("Urban property investment in Roman society" 71) they "are often brief and uninformative, or decidedly ambiguous".

¹⁴⁴ *CIL* 1(2), 590; *ILS* 6086, 32-35.

or pulled down a building was liable to a fine equal to the value of the building unless the building was restored to a state no worse than before. The next clause appears in the *Lex Coloniae Genetivae Iuliae Ursonensis* (Charter of Urso), dated to 44 BC¹⁴⁵. Although the wording of the two clauses differs, the general sense is the same. The second is stricter since it requires the owner to furnish sureties of his intention to rebuild and the security is forfeited if rebuilding does not take place. It is very probable that Rome had similar legislation¹⁴⁶. Phillips argues that the increase in the city's population and the serious housing shortage might have given rise to the introduction of this legislation¹⁴⁷. Prohibition of demolition would then have been introduced with the purpose of protecting the homes of the poor, which would have been specially vulnerable to redevelopment¹⁴⁸. It would also have protected against the replacement of slum properties by new *insulae*. Rent in these new *insulae* would of necessity have been higher, and the poor could not afford to pay it¹⁴⁹. In other words, the poor could generally only afford to live in old and decaying *tabernae* and *insulae*, and the erection of new *insulae* would have done more harm by depriving them of their existing homes than by assisting them with better accommodation which they could not afford. This legislation thus aimed at maintaining the number of slum dwellings¹⁵⁰. At the same time,

¹⁴⁵ *CIL* 1(2), 594; *ILS* 6087, 75.

¹⁴⁶ PHILLIPS, "The Roman law on the demolition of buildings", *Latomus*, 32 (1973), 86-87.

¹⁴⁷ *Latomus*, 32 (1973), 88-91. GARNSEY ("Urban property investment in Roman society" 72) criticises Phillips' argument and says that it is pure conjecture since the texts give absolutely no indication of the background to the legislation.

¹⁴⁸ See PHILLIPS, *Latomus*, 32 (1973), 89 who mentions that after the First World War the British government passed the Additional Powers Act forbidding the demolition of fit buildings without the consent of the local authority in order to protect the homes of the poor which, because of their cheapness, are always vulnerable to redevelopment.

¹⁴⁹ Cf. PHILLIPS, *Latomus*, 32 (1973), 90 where he quotes examples from British history: The rents of the new homes built after the Great Fire of 1666 proved to be too high for many of the people for whom these houses were intended; and in the nineteenth century slum dwellers who lost their homes to make way for the new railways could seldom afford the rents of the new houses provided.

¹⁵⁰ Cf. PHILLIPS, *Latomus*, 32 (1973), 91 according to whom slum dwellings were essential if the population were to be housed. By restricting the activities of speculators the law against demolition helped to maintain the number of slum dwellings.

however, fires, collapses, sales and bequests did permit redevelopment to take place in the interest of the general community¹⁵¹.

The *Senatus Consultum Hosidianum*, probably dating from AD 45, is another piece of legislation dealing with demolition. The decree was passed on the initiative of Claudius, and directed at the permanence of buildings and the prevention of ruins. It differs from the earlier legislation in the sense that it affected higher class property rather than slums, and was concerned with appearance, rather than the social necessity of providing housing for the poor. The *Lex Municipii Malacitani* (the Flavian Charter of Malaca)¹⁵² also contains a clause prohibiting the demolition of buildings. This Charter required restoration of the building within one year. Garnsey argues that at first sight Claudius seems to have protested at the despoliation of the cities for profit, but it is also possible that Claudius was aware that profiteering like this had another consequence, namely that it might possibly have referred to the plight of Rome's tenants¹⁵³. The decree did not condemn the practice of pulling down slum dwellings and replacing them with better quality and more profitable *insulae*. Claudius was angered at the idea that houses were left in ruins by wreckers, and the wreckers were accused of making money out of their destruction. Garnsey concludes that the decrees show that money was made out of dismantling houses for the purpose of salvaging materials, and the emperors intervened to preserve the physical aspect of their cities¹⁵⁴.

Although there is no surviving Roman law against the demolition of buildings in Rome, it may be assumed that such enactments must have been passed before 62 BC at the latest. First, municipal

¹⁵¹ Strabo, *Geographica*, 5.3.7: "[A]nd it is because of this concourse of blessings that the city, although it has grown to such an extent, holds out in the way it does, not only in respect to food, but also in respect to timber and stones for the building of houses, which goes on unceasingly in consequence of the collapses and fires and repeated sales (these last, too, going on unceasingly); and indeed the sales are intentional collapses, as it were, since the purchasers keep tearing down the houses and building new ones, one after another, to suit their wishes."

¹⁵² *ILS* 6089, 62.

¹⁵³ "Urban property investment in Roman society" 74-75.

¹⁵⁴ "Urban property investment in Roman society" 74-75. All emperors were concerned with the physical aspect of the cities: Rome above all. This pattern was set by Augustus (Suetonius, *Augustus*, 29) since fine buildings were considered to enhance the image of the reign.

charters usually reflect the laws of the capital, and secondly, the fact that the charters are rather brief and incomplete seems to indicate that a more detailed law did in fact already exist, explaining, for example, the terms on which demolition might be permitted. When Strabo speaks of sales which “are intentional collapses, as it were, since the purchasers keep tearing down the houses and building new ones”¹⁵⁵, it would seem to indicate that although an owner could neither demolish nor unroof an existing building except if it was in danger of collapsing, he could indeed sell neglected property¹⁵⁶. The new owner would then be permitted to demolish and replace it with an entirely new building on the ground that he was not responsible for the neglect.

Decaying property was a good investment. The overcrowded slum tenements meant high returns and landlords spent very little on repairs since lower class tenants did not have the clout to force them to do so. When, finally, a building became uninhabitable because of the danger it presented, either because of collapse or immediate danger, which caused the tenants to leave out of fear, it would fetch a high price on the market since it provided a site suitable for redevelopment in a city in dire need of space. This would also give more meaning to Crassus’ practice of buying up burning buildings and properties in their vicinity. He was not only taking advantage of the unfortunate owners’ predicament, he was also obtaining sites for redevelopment. This might have been the major reason for his purchases. By building new houses and in so-doing entering into the rental market in a city known for its needs in this area, he became a wealthy speculator¹⁵⁷.

6. Conclusion

In conclusion it may firstly be stated that the urban poor faced a number of serious problems. These were caused by various social, economic, architectural, technical and circumstantial factors exist-

¹⁵⁵ *Geographica*, 5.3.7.

¹⁵⁶ Cf. D.19.2.30.

¹⁵⁷ It is also possible that Cicero (*Ad Atticum* 14.9), when writing to Atticus that two of his shops had collapsed and that others were in an extremely bad condition, is not merely complaining. He informs Atticus that he hopes, with the help of the architect Chrysippus and the banker Vestorius, to turn the loss into a profit. This seems to indicate that he was not merely thinking about restoration of the buildings, but in fact of having a new building erected which would give better returns.

ing in Rome at the time. Examples would be the great increase in the population of the city, the fact that the area available for practical living was limited and could not possibly be expanded, unscrupulous landlords, owners, builders and speculators, the lower classes' limited access to the legal system, etcetera.

Secondly, we have seen that as time went by the administration became more aware of their social, economic and legal responsibilities towards the people and that many of the emperors indeed tried to introduce measures which were intended to improve the lot of the lower classes. This was done, *inter alia*, by issuing building regulations, introducing a fire brigade, and accepting some responsibility for the well-being of the poor. The fact that these measures did not always have the intended results, cannot be blamed on them. In their time, with the available knowledge and opportunities, they went a long way. To rebuild, for example, a city with more than a million inhabitants after a fire which had the devastating effects of the fire of AD 64, with the technical, architectural and building knowledge available at the time, was practically impossible. That they did indeed achieve some very positive results and had a clear vision of what needed to be done, can only be applauded.

Finally, increased knowledge of building techniques and materials of course presented wonderful opportunities to improve the safety of buildings and the lives of the inhabitants of the city. Moreover, very often disasters which occurred also offered ready opportunities to improve existing dangerous situations - for example after the fires of AD 64 during the reign of Nero. His dream of a *urbs nova* was in part realised, and improved the living conditions in the city dramatically.