

# WOMEN AND LENDING IN ATHENIAN SOCIETY A HOROS RE-EXAMINED

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For Sarah Pomeroy,  
a *plerotria* of many  
scholarly *eranoi*

πάντα γὰρ δι' ἀρσένων  
γυναιξὶ πρᾶσσειν εἰκός, αἴτινες σοφαί  
Euripides *Suppliant Women* 40–41

THE LAWS OF ATHENS GRANTED WOMEN few privileges and placed several restrictions on their conduct. Women did not hold public office, vote in the Assembly, serve as members of a court, or bring lawsuits.<sup>1</sup> In financial matters, women were limited to transactions that involved less than the value of a *medimnus* of barley, an amount just large enough to feed a family for only a week.<sup>2</sup> One might get the impression from this law that women in Athens had very little to do with financial matters and played virtually no role in activities like large-scale lending. But the impression

The following works will be cited by author's name alone: J. V. A. Fine, *Horoi: Studies in Mortgage, Real Security, and Land Tenure in Ancient Athens* (Baltimore 1951, *Hesperia* Supp. 9) 16–22; M. I. Finley, *Studies in Land and Credit in Ancient Athens, 500–200 B.C.* (rev. P. Millett, New Brunswick 1985); this reprint of the original work published by Rutgers University Press in 1952 has a valuable new introduction by P. Millett, which contains the texts of all the *horoi* published since the appearance of the original work; all references to this work will be to the 1985 edition; Millett's introduction to this edition will be cited as "Millett in Finley"; when referring to the *horoi*, I will adhere to the system devised by Finley and followed by Millett; V. Hunter, "Women's Authority in Classical Athens," *EMC/CV* 8 (1989) 39–48; G. Maier, *Eranos als Kreditinstitut* (diss., Erlangen 1969); D. Schaps, *Economic Rights of Women in Ancient Greece* (Edinburgh 1979).

<sup>1</sup>For the lack of political and legal rights for women, see R. Just, *Women in Athenian Law and Life* (London 1989) 13–39. Just's discussion of legal evidence is flawed by his mistaken view that "the actual giving of evidence to an Athenian court" constituted a "privilege" (34; cf. 39). Giving evidence was a duty that litigants could compel witnesses to perform (Aeschines 1.46; 2.68; Ps.-Dem. 59.28). This mistake is repeated by J. C. Trevett, "The Date of [Demosthenes] 49: A Re-examination," *Phoenix* 45 (1991) 21–27, and seriously undermines his arguments.

<sup>2</sup>Is. 10.10. For a careful discussion of the law and its implications see L. J. Kuenen-Janssens, "Some Notes on the Competence of the Athenian Woman to Conduct a Transaction," *Mnemosyne*<sup>3</sup> 9 (1941) 199–214. On the absence of property rights for women, see G. E. M. de Ste. Croix, "Some Observations on the Property Rights of Athenian Women," *CR* 84 (1970) 273–278.

would be a false one. Laws can only prescribe or proscribe certain actions. They do not describe what life was actually like. Of course, the letter of the law, if rigorously enforced, must be observed. Human beings, however, are always capable of finding devices that enable them to subvert the spirit of the law. For instance, the law barring women from transactions involving more than the value of a *medimnus* of barley was clearly aimed at discouraging women from handling large sums of money. By denying loans made by women the protection of the law, this statute attempted to prevent women from participating in important financial matters, an area which was supposed to remain under the control of husbands and male relatives. Yet we know of several cases where women exerted influence in important decisions concerning money. While the laws might deprive them of the formal means of exercising power, women could always find informal methods of influencing events.<sup>3</sup> This evidence should cause us to question the view that women were merely passive participants in social and economic life, incapable of taking the initiative in matters that affected them.<sup>4</sup> On the contrary, resourceful women could find ways of taking an active role in financial business.

My purpose in this article is to study a *horos* that provides valuable evidence about the role of women in lending at Athens. The *horos* I will examine here was discovered in the Agora of Athens during January of 1939 and was published by J. V. A. Fine in his *Horoi: Studies in Mortgage, Real Security, and Land Tenure in Athens* (16–22). The *horos* is undated, but like the other Attic *horoi* must belong to the fourth or third century B.C.<sup>5</sup> Fine provided a drawing of the fragmentary *horos*, a photograph, a restored text, and a detailed commentary. Shortly thereafter, M. I. Finley reprinted Fine's restored text of the *horos* and included it as no. 114A in the collection of *horoi* contained in his *Studies in Land and Credit in Ancient Athens, 500–200 B.C.* (188). Finley criticized some of Fine's restorations, but offered

<sup>3</sup>V. Hunter, "The Athenian Widow and Her Kin," *Journal of Family History* 14 (1989) 291–311.

<sup>4</sup>For a forceful challenge to the view that Athenian women were largely passive, see L. Foxhall, "Household, Gender, and Property in Classical Athens," *CQ* NS 39 (1989) 22–44. Foxhall (22) draws a distinction between "individual ownership" that was legally in the hands of men and the ways that "in everyday life, property was used by households" where women played a considerable role. My position is close to hers, but I would refrain from speaking of "rights" enjoyed by women as Foxhall (38) does. Rights *stricto sensu* must be enforceable by the person who holds them, and Athenian women did not enjoy this formal type of rights. I prefer to approach the issue in terms of a more clear-cut distinction between legal statutes and social conventions. For the distinction see M. Weber, *The Theory of Social and Economic Organization*, tr. A. M. Henderson and T. Parsons (New York 1947) 127–129. My own position is closer to that of Hunter (44–45), though I think she presses the implications of the word *kyria* in certain passages too far.

<sup>5</sup>For the dates of the *horoi*, see Millett in Finley ix–x.

no general discussion of the inscription, which, despite its importance, has not received further treatment.<sup>6</sup> The *horos* is unusual in several regards. First, it was set up in connection with an *eranos* loan. Second, the transaction recorded on the stone involved both personal and real security. Third and most significant for our purposes, the person who collected the *eranos* was a woman. A fresh study of the *horos* will not only enable us to make some progress with the restoration of the text, but also cast some light on the role of women in the economic sphere. If the restored text proposed here is correct, this *horos* demonstrates that women's role in financial matters was potentially much more extensive than the evidence of Athenian law would lead us to assume.

A few words first about the nature of the *eranos* loan. The Greeks originally used the term *eranos* to refer to a common meal that was held either for conviviality or as part of a religious celebration.<sup>7</sup> The distinctive feature of this kind of meal was that each of the participants recompensed the host for his generosity either by bringing a contribution to the meal or by later taking his turn in offering a meal to the group. This practice gave rise to clubs called *ἐρανοί* whose members were called *ἐρανιστοί*.<sup>8</sup> The word *ἐρανος* was also applied to the contribution each member brought to the repast.<sup>9</sup> As early as the fifth century B.C., however, the term *ἐρανος* acquired another meaning. In addition to its traditional meaning, the word was now used to refer to a loan of money collected from several individuals, usually relatives and friends, or from a group of people such as an *eranos*-club.<sup>10</sup> If the loan was collected from several individuals, the contribution might be solicited either by the borrower himself or by a third party called a *πληρωτής*.

<sup>6</sup>Schaps (66, 130, n. 51) notes the relevance of this *horos* for the economic position of women in ancient Athens, but does not discuss it in detail.

<sup>7</sup>E.g., Hom. *Od.* 1.226 with *scholia ad loc.*; 11.415; Pindar *Ol.* 1.38; *Pyth.* 5.77. See also Maier 14–15.

<sup>8</sup>Arist. *EN* 1160a19; *IG II<sup>2</sup>* 1265; 1291; 1369, lines 24–44. For the *eranos*-club, see M. San Nicolò, *Ägyptisches Vereinswesen zur Zeit der Ptolemäer und Römer* (Munich 1913–15, *Münchener Beiträge zur Papyrusforschung und antiken Rechtsgeschichte* 2) 1.212–225.

<sup>9</sup>Apollod. 23.36; Diog. Laert. 6.63; Theophr. *Char.* 15.7. Cf. Maier 19. The word also came to be used for any type of contribution: Dem. 10.40; 25.21; Thuc. 2.43.1–2.

<sup>10</sup>Maier 25–28. *Eranos*-loan collected from friends: Antiphon *Tetr.* 1.2.9; Dem. 59.31; Diog. Laert. 8.87; Pl. *Leg.* 915e; Theophr. *Char.* 15.7; 17.9; Nepos *Epam.* 3.4–6. It is often difficult to tell in any particular case whether the *eranistai* who contribute to the loan constitute a society (“Verein” in German: see Maier 75–104) or are simply a group of lenders brought together for the temporary purpose of making the loan. For a discussion of the *eranos*-clubs mentioned in *IG II<sup>2</sup>* 1553, lines 20–23; 1556, lines 27–29; 1557B, lines 105–107; 1558A, lines 37–43; 1559, lines 26–31; 1568, lines 18–23; 1569A, lines 18–21; 1570, lines 24–26, 57–62, 82–84; 1571, lines 8–13; 1572, lines 8–11, see Finley 104–105. The term *eranos* is often found alongside words for debt: Ar. *Ach.* 615; Dem. 27.25; Hyp. *Ath.* 9, 19; Lycurg. *Leoc.* 22.

After "collecting the *eranos*" (ἔρανον συλλέγειν), the *plerotes* handed over the money to the borrower and was responsible for administering the terms of the loan.<sup>11</sup> An *eranos*-loan appears to have generally been given to friends and relatives in need.<sup>12</sup> That is probably the reason why we never find interest being charged for an *eranos*-loan.<sup>13</sup>

We now proceed to the *horos* in question. In his publication of the inscription, Fine offered the following text with restorations:

- |   |   |
|---|---|
| 1 | [ὄρο]ς οἰκίας π[ε]<br>[πρα]μένης Δι[ο]<br>[τίμ?]οι Μελιτεῖ<br>[τιμ]ῆς ἥς ἐνεγύ[σε]          |
| 5 | [ἀραβ]ῶνα τοῦ ἐράν[ου]<br>[τοῦ π]εντακοσιοδρ[άχ]<br>[μου] πληρώτρια Δη<br>[μῶ? ἔ]ως ἂν διεξ |
| 9 | [έλθῃ]  |

The restoration of the formula [ὄρο]ς οἰκίας π[ε][πρα]μένης (lines 1–2) is undoubtedly correct.<sup>14</sup> The formula and the demotic Μελιτεῖ (line 3) both demand the name of a man in the dative case after the perfect passive participle π[ε][πρα]μένης (lines 1–2), and that is consistent with the omicron and the iota read by Fine.<sup>15</sup> Fine suggested *exempli gratia* the restoration

<sup>11</sup>*Eranos*-loan collected by the borrower: Antiphon *Tetr.* 1.2.9; Dem. 53.11; 59.31. For the term *plerotes* and his duties, see Dem. 21.101, 184; 25.21; Harpocration s.v. *πληρώτης*; Hyp. *Ath.* 9. The person who collected the contributions might also be called the *ἐρανάρχης*: Harpocration *loc cit.*; Diog. Laert. 6.63. J. H. Lipsius, *Das attische Recht und Rechtsverfahren* (Leipzig 1905–15) 732, n. 205; T. Reinach, "Eranos" in C. Daremberg and E. Saglio, (eds.), *Dictionnaire des antiquités grecques et romaines* (Paris 1877–1919) vol. 2.1, 806; Fine 19; and Finley 101 all mistakenly thought that the word *plerotes* meant "contributor," but see J. Vondeling, *Eranos* (diss., Groningen 1961) 37 and 229, n. 1 and Maier 34–35.

<sup>12</sup>*Eranos*-loan given to a friend in need: Antiphon *Tetr.* 1.2.9; Dem. 53.11; Pliny *Ep.* 10.93; Theophr. *Char.* 17.9. Despite the charitable nature of the *eranos*-loan, the borrower was still expected to repay: Maier 43–48. The *dikai eranikai* mentioned at Arist. *Ath. Pol.* 52.2 probably involve *eranos*-loans: see Maier 137–139. Plato (*Leg.* 915e) wished to ban such suits from Magnesia: see Finley 292, n. 81.

<sup>13</sup>*Eranos*-loan is interest-free: Maier 120–125. LSJ s.v. *eranos* II, states that *BGU* 1165, line 16 refers to interest on an *eranos*-loan, but the passage more likely refers to interest on arrears. See M. San Nicolò, (above, n. 8) 2.221–22.

<sup>14</sup>For another example of this formula, see *horos* no. 114, lines 1–3. The formula customarily includes the phrase ἐπὶ λύσει (e.g., *horoi* nos. 69, 71–80). For the omission of the phrase, see *infra*.

<sup>15</sup>I have checked Fine's readings against a squeeze of the *horos* in the Epigraphical Library at the Institute for Advanced Study at Princeton. There is a space after the final iota in the demotic in line 3 and no trace of a letter on the right hand edge of this line. Fine's other readings are likewise consistent with what I was able to read on the squeeze. I would like to thank Professor Habicht for discussing the squeeze with me.

Δι[ο][τρίμ]οι, which I will retain for the sake of convenience.<sup>16</sup> The restoration of ἐράν[ου] in line 5 cannot be bettered and receives confirmation from the word πληρώτρια in line 8, a *hapax legomenon*, but obviously “the female form of the masculine πληρωτής” (Fine), the person who collects the *eranos* loan. The restoration of the adjective [πεντακοσιοδρ[άχ][μου] is unavoidable and certainly fits the context, which requires an adjective modifying the noun ἐράν[ου] and expressing the monetary value of the loan.<sup>17</sup> Fine’s restorations for lines 8–9 are attractive, but speculative. His supplements for line 4 and the left edge of line 5 are questionable. While the restoration of lines 8–9 does not affect our interpretation of the *horos*, lines 4–5 appear to contain important information about the nature of the transaction described by the inscription. We must postpone for the moment our analysis of lines 4–5 until after we have discussed lines 1–3, which can be restored with a high degree of certainty.

Fine drew attention to the absence of the phrase ἐπὶ λύσει after the participle πεπραμένης, from which he concluded that the *horos* “publicized not a mortgage, but a sale” and ruled out the possibility that the house mentioned in line 1 had been pledged as security to the man from Melite named in lines 2–3. Fine held that Diotimos “had agreed to buy the house and presumably had taken possession. Since he had not yet paid the price, and, consequently, had not acquired ownership, the *horos* stone was set up to notify any third party that the vendor still retained ownership and would continue to retain ownership until Diotimos, after recovering the 500 drachmas which he had contributed to an *eranos* loan, paid the price in full.” This explanation makes little sense. If the vendor retained ownership, why was the house described as “sold to Diotimos” (πεπραμένης)? There are two *horoi*, nos. 3 and 12A, which publicize the fact that part of the price to be paid for the property is still owing, but the formulae on these two *horoi* are utterly dissimilar from the wording found on *horos* 114A. Besides, if the vendor wanted to publicize the fact that he still owned the property, why did he not put his name on the *horos* as creditors normally did?<sup>18</sup> Finally,

<sup>16</sup>For the spelling of the dative, see L. Threatte, *The Grammar of Attic Inscriptions* 1: *Phonology* (Berlin 1980) 334–335. Other possibilities for the name are Diodoros and Diphilos. One might argue that these names are preferable to Diotimos since they are attested for the deme of Melite (Diodoros, Ps.-Dem. 59.58; Diphilos, *IG* II<sup>2</sup> 1011, line 113 [anno 106/5]), whereas Diotimos is not. But such an argument should not be pressed: see W. E. Thompson, “*Tot Atheniensibus idem nomen erat*,” in D. W. Bradeen and M. F. McGregor (eds.), *Phoros, Tribute to Benjamin Dean Meritt* (Locust Valley, N.Y. 1974) 144–149.

<sup>17</sup>Cf. *SIG*<sup>3</sup> 1215, lines 5–6.

<sup>18</sup>Name of the creditor on *horos*: *horoi* nos. 3, 5, 6, 8, 11, 13–15, 17, 19, etc. Apart from the possible exception of *horos* no. 39, the only *horoi* that record the name of the debtor come from Amorgos: *horoi* nos. 9, 102. For a discussion of these *horoi*, see Finley 11.

the *horoi* never state where the borrower intends to find the money with which to repay the loan, a fact that is irrelevant to their purpose. When a sum of money is recorded, it is always the amount of the loan for which the property, where the *horos* has been placed, has been pledged as security. The *horoi* never record the amounts of other debts owed to the borrower.<sup>19</sup>

Fine's main error was his mistaken assumption that the absence of the phrase ἐπὶ λύσει excluded the possibility that the text of the stone indicated a pledge of security. Fine apparently disregarded the Athenian habit of using the language of sale without the addition of this phrase to express the notion of real security.<sup>20</sup> In general, the use of the language of sale in contexts relating to real security reflects the view of the creditor that the property pledged as security had been "sold" to him, or, in other words, belonged to him until the loan was repaid.<sup>21</sup> In contexts where the circumstances of the "sale" are described and where it is therefore obvious that the "sale" is a pledge of security that forms part of a loan agreement, it is not necessary to differentiate this "sale" from a normal sale by appending the phrase ἐπὶ λύσει. On the other hand, most of the *horoi* do not give any hint about the nature of the transactions that lay behind the "sales" which they publicize. As a result, it was necessary to place the phrase ἐπὶ λύσει after the word πεπραμένον (-ης, -ων) in the formula found on the *horoi* for the purpose for indicating clearly the conditions on which the lender and borrower had made the "sale."<sup>22</sup> On the *horoi* that mentioned *eranistai* or an *eranos*, however, that was not necessary. Anyone who read that the "sale" had been made in the context of an *eranos*-loan would have immediately recognized that this "sale" had taken place as part of a loan agreement and was thus a pledge of security and not a regular sale. It is certainly no coincidence that all the Attic *horoi* that employ the language of sale without the phrase ἐπὶ λύσει involve transactions with *eranistai*.<sup>23</sup> We ought, therefore, to reject Fine's view that this *horos* publicizes a sale, a function that the *horoi* never appear

<sup>19</sup>E.g., *horoi* nos. 3, 8, 12A, 13, 14.

<sup>20</sup>For the use of the language of sale without the addition of the phrase ἐπὶ λύσει to indicate a pledge of real security, see Dem. 37.4-17 with discussion in E. M. Harris, "When is a Sale Not a Sale? The Riddle of Athenian Terminology for Real Security Revisited," *CQ* NS 38 (1988) 351-381, at 370-376; Pollux *Onomasticon* 8.142 (= Hyp. fr. 193 [Blass]); M. Crosby, "Greek Inscriptions," *Hesperia* 10 (1941) 14-27, at 14, no. 1, lines 16-25.

<sup>21</sup>Harris (above, n. 20) 361-377. Cf. Ps.-Dem. 33.8.

<sup>22</sup>Harris (above, n. 20) 377-379. Cf. Finley 103-104.

<sup>23</sup>*Horoi* nos. 112, 113, 114. F. Pringsheim, *The Greek Law of Sale* (Weimar 1950) 165, thought that these *horoi* publicized sales, but his view was rightly questioned by Finley 290, n. 70. Pringsheim presented his view in a fuller form in his "Griechische Kauf-Horoi," in *Festschrift Hans Lewald* (Basel 1953) 143-150. (His discussion of *horos* no. 114A in this article adds nothing to Fine's analysis.) For trenchant criticisms of this article, see Millett in Finley (xv-xviii).

to have had.<sup>24</sup> Instead, the *horos* shows that the house had been "sold" to Diotimos to secure the *eranos*-loan mentioned in line 5.

We can now turn to lines 4–6. Fine proposed the following restorations:

- |   |                         |
|---|-------------------------|
| 4 | [τιμ]ῆς ἥς ἐνεγύη[σε]   |
| 5 | [ἀραβ]ῶνα τοῦ ἐράν[ου]  |
| 6 | [τοῦ π]εντακοσιοδρ[άχ]- |

Fine (18) gave this translation of his restored text: "for the price of which he has pledged his deposit (payment, contribution) in the five hundred drachma *eranos* loan." Finley (188) demonstrated that "both the restoration and interpretation are impossible." First, ἐγγύη was a pledge of personal security "whereby someone guaranteed the performance of an obligation by a second party, not self-performance." It was not the pledge of an object. Second, Fine can cite no parallel for the use of the word ἀραβών carrying the meaning "deposit, payment, or contribution," and the word is certainly never used to mean "contribution to an *eranos*-loan."<sup>25</sup> Fine's restorations are unacceptable. Another solution must be found.

A comparison with the wording found on a *horos* from Arkesine on the island of Amorgos (*horos* no. 8) reveals interesting parallels and enables us to make some progress with the restoration of lines 4–5 on *horos* no. 114A. Fine correctly noted that in line 4 there appears to be a form of the verb ἐγγυάω, which indicates that this *horos* publicized not only a pledge of real security, but also a pledge of personal security.<sup>26</sup> We find the same combination of real and personal security on *horos* no. 8, the relevant portions of which are given below:

- |   |                            |
|---|----------------------------|
| 1 | ὅρος χωρίων [τῶν ἐν . . .] |
|   | ρει καὶ οἰκίας καὶ κ[ήπων] |
|   | τῶν Ξενοκλέος τῶ[ν κει]-   |
|   | μένων ἐμ Φυλινχέαι καὶ τῶν |

<sup>24</sup>There are several texts indicating that the *horoi* were used to publicize real security (e.g., Dem. 41.6; Ps.-Dem. 49.111; IG II<sup>2</sup> 1183, lines 28–29; see also the entries in the *lexica* cited by Finley 211, n. 27). No ancient evidence states that they were ever used to publicize sale.

<sup>25</sup>The words for contribution to an *eranos*-loan or *eranos*-club are φορά (Dem. 25.21) and ἔρανος (Theophr. *Char.* 15.7 with Vondeling [above, n. 11] 57). The inscription published by M. Lejeune and J. Pouilloux in *CRAI* 1988, 526–535, may indicate that an ἀραβών could be a valuable object instead of a monetary payment (cf. J. Chadwick, "The Pech-Maho Lead," *ZPE* 82 [1990] 161–166). But this does not alter Finley's basic point which is that an ἀραβών is "an earnest of a future action by the person making the payment" (188). It is therefore dissimilar from a contribution to an *eranos*-loan "in which the person receiving the money assumes an obligation for the future, namely, repayment" (*ibid.*).

<sup>26</sup>For personal security in an *eranos*-loan, see Lys. fr. 16 with Maier 129–132. For the combination of personal security and real security, see J. Partsch, *Griechisches Bürgschaftsrecht* (Leipzig and Berlin 1909) 256–271.

5	ἐπικυρβίων ἐνεχύρων ὑποκει-
6	μένων ...
8	... τῶ[ι] ἐράν[ωι] καὶ Ἀρισταγόραι τῶι ἀρχεράνῳ
10	καὶ τῇ γυναικὶ αὐ[τοῦ] Ἐχε[νίκηι] πρὸς τὴν ἐγγύαν ἦν ἐγ[...] το Ξενοκλῆν τοῦ ἐρά[νου] ὄν]
13	συνέλεξεν Ἀρισταγόρα[ς]

The text of this *horos* indicates that Aristagoras had collected an *eranos*-loan for an unnamed borrower (τοῦ ἐρά[νου] ὄν) | συνέλεξεν Ἀρισταγόρα[ς]). Xenocles agreed to become suretor for the loan (τὴν ἐγγύαν ἦν ἐγ[...]|το Ξενοκλῆν τοῦ ἐρά[νου]) and pledged certain properties of his own (χωρίων ... καὶ οἰκίας καὶ κ[ήπων] | τῶν Ξενοκλέος) as security to the group of lenders, Aristagoras, and his wife Echenike (τῶ[ι] ἐράν[ωι] | καὶ Ἀρισταγόραι τῶι ἀρχεράνῳ | καὶ τῇ γυναικὶ αὐ[τοῦ] Ἐχε[νίκηι]).<sup>27</sup> The similarities in wording shared by the two *horoi* are noteworthy:

- |   |  |
|---|--|
| 1) The word <i>horos</i> followed by word(s) for property in the genitive   | 8 ὄρος χωρίων ... καὶ οἰκίας καὶ κ[ήπων] (lines 1–2)<br>114A [ὄρο]ς οἰκίας (lines 1)                 |
| 2) Passive participle in genitive for word denoting pledge of real security | 8 ὑποκειμένων (lines 5–6)<br>114A πεπραμένης (lines 1–2)   |
| 3) Name of person(s) to whom property has been pledged in the dative        | 8 τῶ[ι] ἐράν[ωι] καὶ Ἀρισταγόραι ... καὶ ... Ἐχε[νίκηι] (lines 9–10)<br>114A Δι[οτίμ?]οι (lines 2–3) |
| 4) Relative pronoun followed by verb  | 8 ἦν ἐγ[...] το (lines 10–11)<br>114A ἧς ἐνεγυη[...] (line 4)  |
| 5) Name in the accusative   | 8 Ξενοκλῆν (line 12)<br>114A [Δι?]ῶνα <sup>28</sup> (line 5)   |
| 6) The word <i>eranos</i> in the genitive                                   | 8 τοῦ ἐρά[νου] (line 12)<br>114A τοῦ ἐράν[ου] (line 5)   |

<sup>27</sup>Cf. Finley 101–102.

<sup>28</sup>Other names, such as Neon, are also possible. Since we cannot calculate the precise number of spaces available for the name due to the absence of the left hand side of the stone, the actual name may have been even longer. I would like to thank two of the journal's referees for pointing this out. Fine himself suggested [Κίμ]ωνα.

Fine (18) noticed that "Epigraphically the restoration of a proper name (...) is most suitable," but put forward three objections. His first objection was that there is no demotic following the name. But the *horoi* often omit the demotic (e.g., *horos* no. 18, lines 5–6; *horos* no. 32, lines 6–7; *horos* no. 40, line 3; *horos* no. 73, lines 4–5). Fine's other two objections rest on a misunderstanding of the nature of the transaction described in lines 4–5.



- 7) Name of the person who                      8 συνέλεξεν Ἀρισταγόρα[ς] (line 13)  
collected the *eranos*-loan            114A πληρώτρια Δη[.] (line 7)

On the basis of these similarities, I propose the following restored text for lines 4–5 of *horos* no. 114A:

- 4            [ἐγγύ]ης ἥς ἐνεγυή[σα]-  
5            [το Δι?]ῶνα τοῦ ἐράν[ου]

I offer this translation: “In regard to the pledge of personal security which he (i.e., Diotimos) received from Dion (?) for the *eranos*-loan.”<sup>29</sup>

There are, to be sure, some minor differences between the texts of the two *horoi*. The wording of *horos* no. 8 is fuller than that of *horos* no. 114A, but that is consistent with the characteristic style of the *horoi* from Amorgos, which tend to be more explicit than those from Attica, which are generally more abbreviated.<sup>30</sup> On *horos* no. 114A we find the word ἐγγύης, the genitive of connection (“in regard to the pledge of personal security”), in place of the phrase πρὸς τὴν ἐγγύαν.<sup>31</sup> The relative pronoun ἣν in the accusative on *horos* no. 8 has become genitive ἥς on *horos* no. 114A by attraction with its antecedent ἐγγύης.<sup>32</sup> And the verb συνέλεξεν on *horos* no. 8 is replaced by the noun πληρώτρια on *horos* no. 114A. But the basic structure of the formulae on both *horoi* is the same, and the parts within correspond exactly.

We can now offer a revised text and translation of *horos* no. 114A:

- 1            [ὄρο]ς οἰκίας π[ε]-  
              [πρα]μένης Δι[ο]-  
              [τίμ]οι Μελιτεῖ  
              [ἐγγύ]ης ἥς ἐνεγυή[σα]-  
5            [το Δι?]ῶνα τοῦ ἐράν[ου]  
              [τοῦ π]εντακοσιοδρ[άχ]-  
              [μου] πληρώτρια Δη-  
8            [μῶ?]. . .

*Horos* of a house “sold” (i.e., pledged as security) to Diotimos (?) of Melite in regard to the pledge of personal security he received from Dion (?) for the *eranos*-loan of five hundred drachmas. Demo (?) was the one who collected the *eranos*-loan.

<sup>29</sup>For the expression ἐγγύην ἐγγράσθαι τινα, see Plato *Phd.* 115d; *Leges* 953e. On the basis of the indisputable similarities between the two *horoi*, I would tentatively suggest the restoration ἐγ[γυή]σατο in lines 11–12 of *horos* no. 8. For the omission of the augment, see H. W. Smyth, *Greek Grammar* (Cambridge, Mass. 1956; rev. G. Messing) no. 438.

<sup>30</sup>Cf. Finley 11 (“We find in the Amorgian *horoi* a tendency to spell out the transaction in some detail . . .”).

<sup>31</sup>For the genitive connection, see Smyth (above, n. 29) nos. 1380–81. A similar use of the genitive can be found on *horos* 12A, lines 6–7 (“for the price owing”).

<sup>32</sup>For attraction of the relative, see Smyth (above, n. 29) no. 2522.

This interpretation of the text found on the *horos* indicates the following scenario: Demo collected an *eranos*-loan for an unnamed borrower. Dion promised to act as surety for this loan and pledged his house as security to ensure repayment.

There is one major point of difference between *horos* no. 8 and *horos* no. 114A. On *horos* no. 8 the property has been pledged as security to the man who collected the *eranos*-loan along with his wife and the other contributors who formed the *eranos*. On *horos* no. 114A, however, the house has been pledged as security to a man from the deme of Melite; his precise name may be beyond recovery, but his gender is not. And his gender is different from that of the person who collected the loan, that is, the *plerotria* of line 7. Why was the *eranos*-loan mentioned on *horos* no. 114A collected by one person, a woman, but the property pledged as security to another person, this one male? The formula found on *horos* no. 114A differs not only from that found on *horos* no. 8 from Amorgos, but also from those found on other Attic *horoi*. For instance, on the only *horos* where we find the word *plerotes*, the masculine form of the noun *plerotria*, the property is pledged to Leochares, the *plerotes*, and his fellow *eranistai* (*horos* no. 40: [ὄρ]ος χωρίο πε[π]ραμένον ... ἐπὶ λύσει | Λεωχάρει πληρωτῇ | [κ]αὶ συνερανισταῖς | XXX). The remaining *horoi* which concern *eranos*-loans have a slightly different formula. On these *horoi*, the property is pledged as security to the *eranistai* with (μετά) some person, presumably the leader of the *eranos* or the *plerotes*.<sup>33</sup>

The reason for the departure on *horos* no. 114A from the standard arrangement must be connected to the fact that the person who collected the *eranos*-loan was a woman. As we noted before, women were forbidden by Athenian law from lending more than the value of a *medimnus* of barley. The effect of this legal prohibition would have been that a woman who lent money to someone could not have legal proceedings initiated against him if he refused to repay (Schaps 52–58). The statute may have discouraged women from lending money, but it did not stop the woman named in lines 7–8 of *horos* no. 114A from soliciting contributions for a five-hundred drachma *eranos*-loan and thereby becoming the *plerotria* for the loan. Yet since she could not initiate legal proceedings in the event that the borrower defaulted, she had to enlist the assistance of a man, presumably a relative, to cooperate with her. Though she could not seize the property of the suretor, the man named in lines 2–3 could. That is why the house of the suretor was “sold” to him and not the *plerotria*.

<sup>33</sup> *Horoi* nos. 30, 31, 31A–B, 32, 42, 70, 112, 114, 163A. For the use of the preposition μετά to indicate the leader of a group, compare Thuc. 1.60.2; 62.1. See also Finley 277, n. 12.

The problem encountered by the *plerotria* on *horos* no. 114A was similar to that faced by the metic Phormio when Pasion leased him his bank (Dem. 36.6). As a metic, Phormio could not own land in Attica.<sup>34</sup> In consequence, he could not seize any land that had been pledged as security for a loan. When Phormio took over the bank, he found that most of the loans were unsecured, but, to his embarrassment, several were secured by real estate in Attica. The former category posed no problem, for if the borrowers refused to repay, he could prosecute them before the Polemarch.<sup>35</sup> But if those who had borrowed on real security defaulted, Phormio was barred from foreclosing their property, for that would make him the owner of land in Attica. To overcome this legal hurdle, Pasion had all the secured loans transferred to his account. Phormio could thus go ahead and administer the loans, that is, collect interest payments and recover the principal, but if one of the debtors were to default, Pasion could step in and seize the property pledged as security. The position of the *plerotria* was similar to that of Phormio: she could administer the *eranos*-loans, but could not seize the property of the suretor were the borrower to default and the suretor to renege on his pledge. Both Phormion and the *plerotria* found themselves up against legal barriers, but that did not prevent them from administering loans and thus taking an active role in the world of Athenian business. Through the cooperation of Pasion, Phormio was able to manoeuvre around the legal disabilities of his metic status. With the help of the man who received the pledge of security on *horos* no. 114A, the *plerotria* managed to evade the legal restrictions placed on Athenian women.

*Horos* no. 114A affords a revealing glimpse into the role of women in the Athenian economy. We can now see that there existed a gap between the behaviour that the laws of Athens prescribed for women and the way they might act in real life.<sup>36</sup> *De iure* the *plerotria* was powerless. She could not lend more than a paltry sum, nor own property. In the eyes of the law she was almost completely passive. *De facto*, the Athenian woman was quite capable of taking the initiative in collecting an *eranos*-loan.

This insight helps us explain another loan involving a woman, which has so far perplexed modern scholars. Our source for the loan is a speech delivered concerning the estate of Polyeuktos (Dem. 41). The speaker is married to one of the daughters of Polyeuktos and is trying to recover from his father-in-law's estate money he claims is owed to him, but which is now in the hands of Spoudias, who is married to Polyeuktos' other daughter.

<sup>34</sup>On the legal position of metics, see D. Whitehead, *The Ideology of the Athenian Metic* (Cambridge 1977, PCPS Supp. 4) 70–72.

<sup>35</sup>Arist. *Ath. Pol.* 58.2–3 with Whitehead (above, n. 34) 92–93.

<sup>36</sup>For an interesting discussion of the gap between ideology and reality in respect to the restrictions on women, see D. Cohen, "Seclusion, Separation, and the Status of Women in Classical Athens," *G&R* 36 (1989) 3–15.

One of the sums in dispute is a loan of 1,800 drachmas, which Spoudias borrowed from his mother-in-law, the wife of Polyeuktos (Dem. 41.9: ἦν μὲν γὰρ τὸ ἀργύριον παρὰ τῆς Πολυεύκτου δεδανεισμένος γυναικός). Evidence for this loan consisted in part of papers left behind by Polyeuktos' wife at her death. The speaker's statement appears to be quite straightforward. Yet the loan appears to be in violation of the law barring women from dealing in transactions larger than the value of a *medimnus* of barley. But the text is not quite so straightforward. In the previous sentence (Dem. 41.8), the speaker summarizes the deposition of Aristogenes, who was present as Polyeuktos, shortly before his death, declared what money was owed to him by various people. Among these loans were two made to Spoudias. The first was a sum of two *minai* with interest for a slave which Spoudias had bought from him on credit. The second was the loan of 1,800 drachmas (ὀκτακοσίας δὲ καὶ χιλίας which agrees with ὀφειλομένης αὐτῷ earlier in the sentence and is also the object of the verb ἐγκαλεῖν).<sup>37</sup> In the following sentence, the speaker explains that this sum was lent to Spoudias by Polyeuktos' wife. The money is loaned by Polyeuktos' wife, but is owed to her husband Polyeuktos and is part of his estate. There is no contradiction between the two statements. Each represents one side of a complex reality. *De facto* the loan was made by Polyeuktos' wife. It was she who obviously handed over the money and recorded the transaction in her papers. *De iure* the loan was made from Polyeuktos' property and upon his death was owed to his estate. This reveals that even though the money in a household legally belonged to the husband, the wife might still administer the household's finances and make important decisions about how to manage large sums of money.

These two examples should cause us to rethink any assumptions we might make about the position of women on the basis of the evidence drawn from the Athenian lawcode. Despite the legal restrictions imposed on her, the resourceful *plerotria* of *horos* no. 114A was able to solicit contributions totalling 500 drachmas, a considerable amount of money. This sum was as much as a labourer working for a drachma a day would be able to earn in two years.<sup>38</sup> For an estate worth four talents, large enough to shoulder liturgical burdens, 500 drachmas represented two months of revenues at a 10% annual

<sup>37</sup>Recent scholars who have commented on Dem. 41.9 have not paid attention to the information contained in the previous sentence. Hunter 301 ("1,800 *drachmai* which the widow herself loaned to Spudias"), 302 ("older women carry out financial transactions far in excess of the limit specified in Isaeus 10.10"); Foxhall (above, n. 4) 42, n. 104 ("Polyeuktos' wife loaned her son-in-law Spoudias a large amount of money" and "she seems to have left behind at her death carefully prepared accounts of her financial affairs, apparently separate from those of Polyeuktos"); Schaps 65.

<sup>38</sup>For the wages of workmen, see J. H. Randall, "The Erechtheum Workmen," *AJA* 57 (1953) 199–210.

rate of return.<sup>39</sup> The wife of Polyuktos made a loan to her son-in-law that was more than three times this amount. When the loan became the subject of a legal dispute, her son-in-law relied in part on her papers as evidence for the transaction.<sup>40</sup> And collecting an *eranos*-loan or making loans to relatives was by no means dishonorable. In fact, the Athenians viewed collecting *eranos*-loans for friends in need a very commendable action, a demonstration of *philotimia*. It was the sort of thing one boasted about in court to prove one's noble character and good citizenship.<sup>41</sup>

Of course, we should not exaggerate the range of possibilities open to a woman in ancient Athens. The laws placing restrictions on her activities were a considerable barrier, and her ability to act depended on the consent of a man who could always change his fickle mind. What we ought to question is the traditional picture of the passive Athenian woman who kept to the house and spent her days obediently raising children, preparing meals and weaving at her loom. Inside the household, she might take an active role in the management of family finances. And with the cooperation of her husband or a male relative, she might take the initiative in a limited but significant way outside the home. Although the Athenian woman had little or no power in the legal sphere, that did not stop her from playing an active role in economic life.<sup>42</sup>

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<sup>39</sup>For the size of liturgical estates, see J. K. Davies, *Athenian Propertied Families, 300–600 B.C.* (Oxford 1971) xxiii–xxiv.

<sup>40</sup>The testimony of Aristogenes is also submitted to prove the existence of the loan to Spoudias.

<sup>41</sup>Antiphon *Tetr.* 1.2.12. Fine (20) believed that the *plerotria* “presumably . . . was not an Athenian citizen” since “there is no reference to ‘Demo’s’ κύριος.” He further suggests she may have been a *hetaira*. Nothing compels us to accept either suggestion. The absence of information about her *kyrios* on the *horos* is of little significance, since the Attic *horoi* often are very abbreviated, giving only the bare essentials of the transactions they publicize. In addition, we have seen that respectable married women such as the wife of Polyuktos were capable of lending large sums of money. Finally, there is no reason to believe that female metics would be allowed to act without the consent of their *kyrios* when Athenian women required their approval. It would have been perverse for the Athenians to grant to female metics a privilege they denied to citizen women.

<sup>42</sup>I would like to thank the journal's referees for much helpful advice and several good suggestions for improvement. Thanks are also due to my colleague Sarah Pomeroy for reading over an earlier draft of this article and offering encouraging comments.