

EDWARD M. HARRIS – KENNETH TUIITE

NOTES ON A *HOROS* FROM THE ATHENIAN AGORA

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In 1951 J. V. A. Fine published a *horos* that had been discovered in the Agora of Athens during January of 1939.¹ The *horos* is undated, but like the other Attic *horoi* must belong to the fourth or third century BCE. Shortly thereafter M. I. Finley reprinted Fine's text of the inscription with his restorations as no. 114A in the collection of *horoi* appended to his study of land and credit in Athens.² Finley criticized some of Fine's restorations, but neither discussed the inscription in detail nor offered any restorations of his own. Several years ago Harris examined a squeeze of the inscription at the Institute for Advanced Study in Princeton. In a recent article he proposed new restorations in lines 4 and 5 on the basis of similarities in phraseology with the text of a *horos* found on Amorgos.³

During the Winter of 1997, Tuite examined the *horos* at the American excavations in the Athenian Agora with the permission of Professor John Camp and Professor Ronald Stroud. During his examination of the *horos*, he found traces of letters in line 2 and line 4. Since the publication of his article, Harris found an Attic parallel for the phrase he restored in lines 4–5, which is closer in similarity than the phrase found on the *horos* from Amorgos. In this article we present Tuite's findings (Part I) and Harris' revised analysis of the restoration of lines 4–5 (Part II).

I

A few years ago I had the opportunity to re-examine the stone and observed some features previously overlooked. The stone is of bluish-white marble (height: 16.8 cm; width: 15.7 cm; thickness: 3.1 cm) with a worked face and rough surfaces on all other sides. The three *vacats* at the ends of lines two, three and eight suggest that the slanting upper right edge of the stone marks its original edge. While one might argue that the cutter began a new line after Μελιτεῖ simply because he did not wish to divide words between lines, he did not face that choice when he left the *vacat* after the final E on line 2. Enough of the stone survives for another letter, but he chose to leave the area blank. An addition of a letter would have crowded the current edge, which, if the stone did indeed end here in antiquity, may have caused the cutter to begin a new line. Due to the irregularity of the stone, however, one cannot make this determination with any certainty. The letters are quite irregular and rudely cut, ranging in height from 0.6 cm to 1.5 cm. The interlinear spacing ranges from practically zero to 0.2 cm. There is a *vacat* beneath line eight of the text that stretches 1.4 cm to the end of the stone.

Text of Agora no. 5639

[ὄρο]ς οἰκίας π[ε]-
 [πρα]μένης Δε- *vacat*
 [ξιθέ]οι Μελιτεῖ *vacat*
 4 [ἐγγ]ύης ἧς ἐνεγυή[σα]-
 [το Δι]ῶνα τοῦ ἐρα[νου]
 [τοῦ π]εντακοσιοδρ[άχ]-

¹ Agora Inv. no. 5639: J. V. A. Fine, *Horoi: Studies in Mortgage, Real Security, and Land Tenure*, Baltimore, 1951, *Hesperia* Suppl. 9, 16–22.

² M. I. Finley, *Studies in Land and Credit in Ancient Athens, 500–200 B.C.*, rev. P. Millett, New Brunswick 1985, 188. In this article we refer to the *horoi* with the numbers assigned to them by Finley and Millett. The *horos* has recently been reprinted by Lalonde in G. V. Lalonde, M. K. Langdon, and M. B. Walbank, *The Athenian Agora XIX: Inscriptions: Horoi. Poletai Records. Leases of Public Lands*, Princeton, NJ, 1991, 49–50 with Fine's restorations (cf. the perceptive review of A. Chaniotis, *Gnomon* 66, 1994, 695–98). Lalonde notes Finley's criticisms of Fine's restorations but does not propose any alternative restorations.

³ E. M. Harris, Women and Lending in Athenian Society: A Horos Re-examined, *Phoenix* 46, 1992, 309–21.

[μου] πληρώτρια Δη-
 8 [μὸ ἔ]ως ἄν διεξ-
 [έλθητι] *vacat*

Lines 2–3 Δι[ο]||[τίμ]οι Fine; Δε[^v]ξιθέ[οι] Tuite

Line 4 [τιμ]ῆς Fine; [έγγ]ύης Harris

Lines 4–5 ἐνεγύη[σε] ἀραβ]ῶνα Fine; ἐνεγυή[σα]||[το Δι]ῶνα Harris

Date: between c. 360–180 BCE⁴

Translation: *Horos* of a house sold (i.e. pledged as security) to De[xithe]us of Melite in regard to the pledge of personal security which he (i.e. De[xithe]us) received from Dion for the *eranos* loan of 500 drachmas. The person who collected the loan was Demo. Until it expires . . .

Line 2: Of the dotted N all but the top of an unattached vertical stroke survives. Given the context, Fine has restored a N and I observed that nothing would prohibit such a reading.

Of the dotted second E the top half of a vertical stroke and a short horizontal crossbar emerging from the bottom of the former survives. A small, unattached horizontal stroke, which may or may not belong to this letter, also survives. The lower crossbar (actually the middle crossbar) is clear, despite the chip, rendering Fine’s proposed I impossible. Enough of the surface is preserved to the right of this letter to rule out the possibility of an H unless the right vertical stroke began at the lower (middle) crossbar, something which the other examples of this letter in this inscription do not have. One could, if one discounts the small, unattached stroke, read a one drachma symbol, but given the context a house sold for eleven drachmas as security for a five hundred drachma *eranos* loan borders upon the absurd. When John Traill graciously looked at the stone with me, he suggested an epsilon with an unattached top cross stroke. Despite the lack of a similar letter in the inscription I tentatively suggest an E since no other reading seems possible.

This renders Fine’s proposal to restore the name Διοτίμοι untenable. I therefore tentatively suggest the name Δεξιθέοι; a Δεξιθέος Μελιτεύς (PA 3218) is attested at Demosthenes 57.37. In the absence of the patronymic and any indication of the date of the *horos*, it is impossible to know whether this Dexitheus (if the restoration is correct) is identical with the man named in the speech of Demosthenes.

Line 4: Of the dotted first Y, the bottom quarter of an unattached, vertical stroke survives. The stone above and to the right of this also breaks along a diagonal line consistent with the right diagonal stroke of an Y of the same type found at the end of this same line. Given the many irregularities of the letter shapes one could posit other alternatives. The lack of a slant in this stroke, however, suggests the reading of an Y (as Harris proposes) rather than a M (as Fine maintains) since the stroke of the other examples of this letter in this inscription all slant.

Line 7: Of the dotted Λ the bottom third of an unattached diagonal stroke beginning in the lower left survives.

Line 8: While Fine dots this Ω, close examination of the stone reveals a series of strokes that present a mirror image of the Ω in line 5. Of the dotted Ε only the left third of an unattached, horizontal stroke along the top of the letter space survives. There is no reason to question Fine’s reading here.

II

The *horos* is of particular interest for several reasons. First, it combines pledges of personal security and real security; second, it involves an *eranos* loan; and third, the person who collected the *eranos* loan appears to have been a woman.

⁴ For the dates of the security *horoi* see Millett in Finley, *Studies in Land and Credit*, ix–x.

Fine believed that the horos was set up to publicize a sale, not a pledge of real security, but the Athenians do not appear to have used *horoi* for this purpose.⁵ The standard formula found on the *horoi* for a pledge of real security for a loan is πεπραμένου (-ης, -ων) ἐπὶ λύσει. The use of the language of sale to express the transaction reflects the view of the creditor that the property pledged to him as security has been “sold” to him, or, in other words, that he is the owner of the security until it is redeemed (or “bought back”) by repayment of the loan.⁶ In cases where the circumstances surrounding the “sale” are described and it is therefore clear that the “sale” is a pledge of security, it was not necessary to add the phrase to distinguish this type of sale from an outright sale where the seller retained no right to reclaim the property.⁷ Since the sale referred to on this *horos* took place in relation to a pledge of personal security and an *eranos* loan, anyone who read the *horos* would have understood the nature of the ‘sale’. As a result, the phrase ἐπὶ λύσει is not found on this *horos* and on several other *horoi* that state they were set up in connection with an *eranos* loan.⁸ On most of the *horoi*, however, nothing is said about the circumstances of the sale. This made it necessary to add the phrase ἐπὶ λύσει to show that the “sale” was pledge of security and that the seller retained the right to “buy back” the property by paying off his creditor(s).

Pledges of real security were normally made for loans, dowries, and rent due on leases,⁹ but in this case the property has been sold to a certain De[xithe]us in exchange for a pledge of personal security. We find an exact parallel for this combination of real security and personal security on *horos* no. 18 (ὄρος χωρίου | καὶ οἰκίας | πεπραμέν[ω]ν ἐπὶ λύσει | Ἀγνοδῆ[ω]ι καὶ συνενγυηταῖς | XXX). On this *horos* an unnamed individual has pledged his land and house as security to Hagnodemos and others who are acting as his sureties for another transaction, which the *horos* does not tell us about. In the *horos* examined here, however, the name of the person (Dion?) to whom De[xithe]us of Melite had given a pledge of personal security appears to have been recorded.

The formula used here to indicate that De[xithe]us is acting as surety for this person is without parallel on the other Attic *horoi*,¹⁰ but we find the same formula in the records of the *Poletai* for the years 342/1–339/8.¹¹ These records show that Meixidemus of Myrrhinous had agreed to act a surety for three people. First, he had agreed to act as surety for Philistides, the son of Philistides, of Aixone (469–70: ἐγγύην ἦν ἐνεγυήσατο Φιλιστίδην Φιλιστίδου Αἰξ.), for his payments to the treasury for his right to collect the tax on metics in the archonship of Pythodotus (343/42) (170–71: μετασχόντα τέλους

⁵ For other criticisms of Fine’s view see Harris, *Women and Lending*, 313–4.

⁶ For an analysis of the terminology and its legal implications see E. M. Harris, *When is a Sale not a Sale? The Riddle of Athenian Terminology for Real Security Revisited*, *CQ* 38, 1988, 351–81. The conclusions of this article are accepted by S. C. Todd, *The Shape of Athenian Law*, Oxford, 1993, 254–5 and by M. Youni, *A propos de quatre inscriptions olythiennes*, *Tekmeria* 2, 1996, 135–53, but have escaped the notice of S. D. Lambert, *Two Notes on Attic Horoi*, *ZPE* 110, 1996, 77–83.

⁷ When the orators wish to make it clear that a conveyance is an outright sale and not a pledge of security, they add the word *καθάπαξ*. See Dem. 37.31, 50; [Dem.] 59.29.

⁸ See Harris, *Women and Lending*, *Phoenix* 46, 1992, 313–15. To the list of *horoi* cited there in note 23 now add *SEG* 43, 1993, 55 = B. C. Petrakos, *PAAH*, 1992 [1995] 38, no. 8, inv. no. 1105.

⁹ For the terminology employed in security for leases and dowries see E. M. Harris, *Apotimema: Athenian Terminology for Real Security in Leases and Dowry Agreements*, *CQ* 43, 1993, 73–95.

¹⁰ Fine, *Horoi*, 18, believed the phrase should be restored [τιμ]ῆς ἧς ἐνεγυή[σε] ἀραβ]ῶνα and translated “for the price of which he has pledged his deposit (payment, contribution) in the five hundred drachma *eranos* loan” but could cite no parallel for this phrase in either inscriptions or the literary sources. Finley, *Studies in Land and Credit*, 188, rightly pointed out that ἐγγύη is a transaction “whereby someone guaranteed the performance of an obligation by a second party, not self-performance” and that the word never appears to have meant “deposit, payment or contribution”. Cf. Harris, *Women and Lending*, 315.

¹¹ For the text see *Athenian Agora XIX* P26, lines 462–98. In *Women and Lending*, I made my restoration of lines 4–5 on the basis of a parallel with a phrase found on a *horos* from Amorgos, for which I was criticized by A. Maffi, *RHDFE*, 71.4, 1993, 649–50. The exact parallel for the phrase found in the records of the *Poletai* shows that Maffi was wrong to question my restoration.

μετοικίου ἐπὶ Πυθοδότου) and also for a five-drachma fee (474–75: ἐτέραν ἐγγύην ἐν τοῖς ἔργοις τὴν πεντεδραχμίαν). Second, he had agreed to act as surety for Telemachus, son of Hermolochus, a metic living in the Piraeus (477–78: ἐτέραν ἐγγύην ἣν ἐνεγυήσατο Τηλέμαχον Ἐρμολόχου ἐμ Π· οἴκ·), for his payments for the right in the five drachma fee for the hero Theseus (478–79: μετασχόντα τέλος τῆς πεντεδραχμίας τῆς τῶι Θησεῖ) and for a contract to quarry stone in the Piraeus (483–84: ἐτέ[ρα]ν ἐγγύην λιθοτομίαν ἐν Πεῖρ|αεῖ). Third, he had agreed to act as surety for Callicrates, the son of Callicrates, a metic living in Besa, (485–87: ἐτέ[ρα]ν ἐγγύη]ν ἣν ἐνεγυήσατο Καλλικράτην Κα[λλι-κράτο]ς Βηση· οἴκ·) for his payments to the treasury in exchange for the right to collect a one drachma fee for the god Asclepius (487–8: μετασχόντα τέλους τῆς [δραχμῆς τ]ῶι Ἄσκληπιῶι). When three men failed to make their payments, the sums were doubled (490–91: τούτων [διπλῶν γε]ληνημένων).¹² After they did not make the additional payments (491: οὐκ ἐκτεισάντων τεῖ [πόλει), and Meixidemus failed to make good on his pledges (493–94: οὔτε Μειξιδήμου τὰς ἐγγύας ἅς ἤγ]ληνήσατο πρὸς τὴν πόλιν), he was listed as a public debtor (494–95: ἐκγε[γραμμένο]ν ἐν ἀκροπόλει),¹³ and his property was subject to confiscation. A lodging house in the Piraeus was reported to the authorities by Euthycles, the son of Eucles, from the deme of Koile, and sold to satisfy his debts to the treasury (495–98).

What is important for our purposes is the formula for the three pledges of personal security. In all three cases we find:

- 1) The Word ἐγγύη in the Accusative – ἐγγύην (469, 477, 485–6)
- 2) Relative Pronoun – ἣν (469, 477, 486)
- 3) Verb ἐγγυάω in the Aorist Middle – ἐνεγυήσατο (469–70, 473–4, 486)
- 4) Name of the Person for whom the Pledge was given in the Accusative – Φιλιστίδην (470), Τηλέμαχον (478), Καλλικράτην (486)
- 5) Name of the Obligation which the Pledge secures – τέλους μετοικίου (471), τὴν πεντεδραχμίαν (475), τέλος πεντεδραχμίας τῆς τῶι Θησεῖ (479–80), λιθοτομίαν (483), τέλους τῆς δραχμῆς τῶι Ἄσκληπιῶι (487–8).

These parallels confirm the restoration I proposed for lines 4–8 several years ago: (1) [ἐγγ]ύης (2) ἣς (3) ἐνεγυή[σα]||[το (4) Δι]ῶνα (5) τοῦ ἐρα[νου]||[τοῦ π]εντακοσιοδρ[άχ]||[μου]. The only difference is unimportant: the accusative ἣν has become the genitive ἣς by attraction to the antecedent [ἐγγ]ύης in the genitive. The phrase should be translated: “in regard to the pledge of personal security which he (De[xithe]us) gave to Dion (?) (for repayment) of the five-hundred drachma *eranos* loan”.¹⁴

The *horos* not only tells us that the pledge was given for an *eranos* loan but also give the name of Demo, who acted as the πληρωτρία (7–8). As Fine rightly saw, the word πληρωτρία, a *hapax legomenon*, is clearly the feminine form of the word πληρωτής.¹⁵ The word πληρωτής designates the person who collected the contributions to the *eranos* loan, handed over money to the borrower, and administered the terms of the loan.¹⁶ This word appears on *horos* no. 40: [ῶ]ρος χωρίο πε[π]ραμένου {ι} ἐπὶ λύσει| Λεωχάρει πληρωτέ| [κ]αὶ συνερανισταῖς| XXX.

¹² Cf. *Ath. Pol.* 48.1.

¹³ The reading ἐκγε[γραμμένο]ν in *Athenian Agora XIX P26*, line 494, appears to be a mistake.

¹⁴ In *Women and Lending*, 317, I mistakenly translated the phrase “In regard to the pledge of personal security which he (Diotimus) received from Dion (?) for the *eranos*-loan.”

¹⁵ The pair of terms πληρωτής/πληρωτρία is similar to other pairs such as ψάλτης/ψάλτρια, καθαριστής/καθαρίστρια, etc. For the form see H. W. Smythe, *Greek Grammar*, rev. by G. Messing, Cambridge, MA, 1956, #839.b.2. Maffi *RHDFE* 71.4, 1993, 649–50, needlessly questions Fine’s view that πληρωτρία is the feminine form of πληρωτής. Maffi suggests the word is a neuter plural and similar to the term ἐγγυητήριον found in the lead tablet from Pech-Maho (*SEG* 38 [1988] line 5). Maffi’s suggestion is morphologically implausible since the suffix in ἐγγυητήριον is -ήριον, -ήρια, not -τρία. For the parallel to be convincing, the form would have to be πληρωτήρια.

¹⁶ Maffi, *RHDFE* 71.4, 1993, 649–50, is skeptical of this translation, which he claimed was “en contradiction avec Dem. 21.101 et 184, l’un des principaux témoignages en la matière”. Maffi does not note, however, that in these two passages Demosthenes explicitly states that the πληρωτής “collects” (σὺλλέγειν) the loan, a role that is different from “contributing” to an *eranos* loan, an action that is expressed by the verb εἰσφέρειν ([Dem.] 59.32). Cf. Hesychius s.v.

It is crucial to note how the formula of *horos* no. 40 differs from that found on *horos* no. 114A. In the former the property is pledged as security to the man who collected the *eranos* loan and the others who contributed to it. In the latter (as I noted in my previous article), this probably has to do with the fact that the person who collected the loan was a woman. As a woman (let us call her Demo), she was unable to initiate legal proceedings. This meant that if the borrower defaulted on his payments, she could not proceed against him in court or seize his property. For this reason De[xithe]us intervened and pledged to repay the loan in case the borrower defaulted. In exchange for this pledge, De[xithe]us obtained from the borrower the right to claim his property in the event that the latter could not repay.

If this analysis is correct, the *horos* is valuable for illustrating both the extent of Athenian women's involvement in lending and the limits on that involvement. As a woman, Demo could collect the contributions for the *eranos* loan and give them to the borrower. She could also ask for repayment and distribute this money to the contributors. But in the event of default, she was powerless since she could not bring a legal action.¹⁷ This necessitated the cooperation of Dexitheus, who could pledge to the lenders that they would be repaid one way or another. If legal action were necessary, Dexitheus could proceed against the borrower to compensate himself for any payments he had to make to the lenders. Although without legal capacity, a woman in Athens could play a role in financial transactions, but to do so she required the assistance of a man.

City University of New York
University of Texas, Austin

Edward M. Harris
Kenneth Tuite

πληρωτής (ἐράνου συναγωγός). Fine, *Horoi*, 19, Finley, *Studies in Land and Credit*, 101, Millett, *Lending and Borrowing in Ancient Athens*, Cambridge, 1991, 153, and MacDowell, *Demosthenes: Against Meidias (Oratio 21)*, Oxford, 1990, 149, 197, all erroneously translate πληρωτής as “contributor”. For the correct translation see J. Vondeling, *Eranos*, diss. Groningen, 1961, 37 and 229, note 1, and G. Maier, *Eranos als Kreditinstitut*, diss. Erlangen, 1969, 34–35. Cf. Harris, *Women and Lending*, 312, note 11.

¹⁷ On women's lack of power in this sphere G. E. M. de Ste. Croix, *Some Observations on the Property rights of Women*, *CR* 20, 1970, 273–8, and D. Schaps, *The Economic Rights of Women*, Edinburgh, 1979, still remain fundamental. V. Hunter, *Policing Athens*, Princeton, 1994, 9–42, shows that women were active in managing property but does not succeed in showing that women enjoyed rights to property on the basis of passages such as Dem. 41.9. See *Women and Lending*, 319–20, with note 37. D. Cohen, *Women, Property, and Status in Demosthenes 41 and 57*, *DIKE*, 1, 1998, 53–57, has nothing original to add to the discussion.