

CONSENSUAL CONTRACTS AT ATHENS

New Institutional Economics posits a set of norms that bestow on every individual in a society property rights --- specifically the capacity to insist on certain behavior from others that accords with societal norms and with individual agreements, formal or informal.¹ Realization of these "property rights," however, requires the concurrent existence of contractual rights, that is, the ability of individual agents to bind one another by mutual agreement.² Hence, for many economists, the answer to deSoto's famous question --- "Why does Capitalism Triumph in the West and Fail Everywhere Else?"³ --- lies in the abrogation today --- in many, if not virtually all, developing countries --- of informal contractual rights.

Ancient Athens, according to prevailing scholarly opinion, was yet another society from which informal contractual rights were absent. With virtual unanimity, scholars agree that "Greek law did not know consensual contracts" (Pringsheim 1950: 47). Although contemporary legal scholars generally believe that from time

¹ See Furubotn and Richter 2005: 6-10, 79-288. Cf. Nee and Ingram 1998: 19; Ostrom 1990: 51; North 1994: 4.

² Ankarico 2002: Section 1; Barzel 1989.

³ de Soto 2000.

immemorial, mutual promises have been enforced by legal bodies because of a fundamental human moral belief that individuals should be bound by obligations that they impose on themselves by an exercise of free will (the so-called Liberal Theory of Contract),⁴ ancient historians increasingly are asserting that "Athenian law had in fact no concept of a contract whatever."⁵

Nor is legal science the only area of knowledge from whose general rules Greek historians claim exemption. Scott Meikle, for example, perhaps the world's leading expert on Aristotle's economic theories, has earnestly explained that the principles of modern economics are irrelevant to Athens: the classical world, and the classical man, by their very nature, are essentially different from the people and institutions of the post-capitalist world to which modern economics applies, precluding the possibility of "universalizing economics" so that it applies to Athens ([1995] 2003: 234-35). "Greece had little in common with modern capitalism . . . because economic interests were subordinated to or absorbed within politics, honor, and war" (Morris 1994: 353). In Max Weber's famous formulation, the Athenian was homo politicus ("political man"); the man of modern times is homo oeconomicus ("economic man").

⁴ See Fried 1981; Fuller 1981; Attiyah 1986: 121-149; Kimel 2003.

⁵ Todd 1993: 256-57. Cf. Todd 1993: 265; Mirhady 2004: 56.

Modern economics therefore is supposedly irrelevant to Athenian experience.

To refute these broad claims of Athenian exemption from the general applicability of legal and economic principles, I will explore two areas: first, the actual widespread use of consensual contracts at Athens, and secondly, Athenian mechanisms for establishing prices.

A. Consensual Contracts.

The so-called "Greek Law of Sale" is often cited as prime confirmation of the absence from Athens of mere consensual contracts --- enforceable agreements arising from nothing other than mutual promises, formal or informal. But this "Greek Law of Sale" is not of ancient origin. In 1950, in a massive volume that has come to dominate its subject "more than perhaps any other" study in the entire field of Greek legal history (Todd 1993: 255), the German legal scholar Fritz Pringsheim first enunciated the "Greek Law of Sale."⁶ Although other aspects of his book have drawn criticism,⁷ there has been

⁶ This book has come to be seen as the "essential source" on the legal aspects of sale, "the standard work in the field" (Millett 1990: 171).

⁷ For negative evaluations of Pringsheim's intermixture of Homeric allusions and truncated remnants from Roman Egypt, the collection of "texts across time and space" (von Reden 2001: 74), see Finley 1951, Pr aux 1961. Cf. Gernet [1951]

virtually universal acceptance of Pringsheim's insistence on a fundamental rule that a sale attains juridical significance (that is, gives rise to a legal action for claims relating to the transaction) only through simultaneous payment of the purchase price and delivery of the good or service being purchased.⁸ Since a legal relationship, and hence a basis for court enforcement of an obligation between the parties, could thus arise only upon actual performance of services (or delivery of goods) against actual payment of the full purchase price, Greeks could not enter directly into legally-enforceable "executory" (i.e. future) obligations, such as deferred delivery of merchandise, or into legally-enforceable agreements for the future provision of services.⁹ The "Greek Law of Sale" was thus juridically simple --- unconsummated agreements were legally irrelevant and hence unenforceable.

Yet Athenian sources enunciate, with repetitive consistency, a single fundamental principle entirely incompatible with this modern academic "Greek Law of Sale": according to Athenian sources, an

1964: 221-22. For challenge to Pringsheim's alleged "modernizing" assumption of a "sophisticated" Greek economy, see Millett 1990: 180-81.

⁸ See Pringsheim 1950: 86-90, 179-219. In accord: Gernet 1954-60: I.261; Jones 1956: 227-32; Wolff 1957, 1961; MacDowell 1978: 138-40; Harris 1988: 360; Millett 1990: 174; von Reden 2001: 74; Maffi 2005: 261.

⁹ See Pringsheim 1950: 86-90, 179-219. In accord: Gernet 1954-60: I.261; Jones 1956: 227-32; Wolff 1957, 1961; MacDowell 1978: 138-40; Harris 1988: 360; Millett 1990: 174; von Reden 2001: 74; Maffi 2005: 261.

agreement (homologia ¹⁰) is "legally binding" (kyria ¹¹) from the moment of mutual consent. In Demosthenes' words (47.77), Athenian law holds "legally binding . . . whatever arrangements one party might agree upon with another."¹² Hypereidês records that "the law states: whatever arrangements one party might agree upon with another are legally binding."¹³ Demosthenes 42 similarly refers to "the law" that "agreements (homologiai) are legally binding."¹⁴ Deinarkhos insists that the "law of the polis" imposes legal liability on anyone who violates any agreement (homologêsas) made with another citizen.¹⁵

¹⁰ For homologia as "contract" at Athens, see Vélissaropoulos-Karakostas 1993: 163-65; 2002: 131-36. Refuting Wolff's attempt (1957 [1968]: 53-61) to define homologia as "acknowledgement," Kussmaul offers numerous examples in which homologeîn conveys future promissory obligations (1969: 30-37). For full treatment of Hellenistic and Roman usage of homologia, see Soden 1973; for Byzantine and later Greek practice, Papayiannis 1992: 35 (esp.).

¹¹ For the translation of kyria as "legally binding," see E. Cohen (forthcoming), Ch. 3, pp. 22-23 (??).

¹² τὸ;ν (νοῦμον) οἱ" κελευεὶ κувρία εἰ\ναὶ οἱσα αἰν εἴτερο" εἴτερω/ οἱμολογῆσῃ/. Scholars have assumed, in the absence of evidence to the contrary, that a naked promise by one party was not itself actionable: Wolff 1966a: 322; Vélissaropoulos-Karakostas 1993: 165-66.

¹³ §13: οἱ νοῦμο" λεῖγεῖ, οἱσα αἰν εἴτερο" εἴτερω/ οἱμολογῆσῃ/ κувρία εἰ\ναὶ. The speaker does add a condition, otherwise unattested, to this general statement --- "but only if they are fair" (ταῦ γε δίκαια). As has been often noted (cf. Whitehead 2000: 267-69; MacDowell 1979: 140; Dorjahn 1935: 279) this is a difficult argument, and Epikratês is unable to cite any explicit Athenian legal precept supporting his assertion. In fact, Athenian purchasers --- even consumers --- were the beneficiaries of no legally-imposed safeguards, such as warranties relating to the quality or usability of the products sold.

¹⁴ Dem. 42.12: τὸ;ν (νοῦμον) κελευὼντα κувρία" εἰ\ναὶ τα;" προ;" αἵλληλῳ" οἱμολογῖα".

Isokratês cites the Athenian rule that agreements between individuals ("private agreements": homologiai idiai) be "publicly" enforceable, and insists on the importance of complying with these consensual arrangements (hômologêmena).¹⁶ Demosthenes 56.2 confirms the binding effect of "whatever arrangements a party might willingly agree upon with another,"¹⁷ and Demosthenes 48 cites "the law" governing agreements "which a willing party has agreed upon and covenanted with another willing party."¹⁸ Breach of such agreements is known to have given rise to a legal action entitled "Process for the Violation of Agreements" (dikê synthêkôn parabaseôs).¹⁹ Scholars in antiquity consistently report that for the Greeks consensual agreements were

¹⁵ Dein. 3.4: kai; oJ me;n koino;" th'" povlew" novmo", ejavn ti" eij" e{na tina; tw'n politw'n oJmologhvsa" ti parabh'/, tou'ton e[nocon ei\nai keleuvei tw'/ ajdikei'n. The text (Nouhaud 1990) incorporates Lloyd-Jones' emendation (eij" e{na tina) for manuscripts A and N's ejnantivon.

¹⁶ ta;" me;n ijdiva" oJmologiva" dhmosiva/ kuriva" ajnagkavzet j ei\nai (18.24); ajnagkai'on ei\nai toi'" wJmologhmevnoi" ejmmevnein (18.25). On this enforcement of private agreements through public procedures, see Carawan (forthcoming GRBS).

¹⁷ toi'" novmoi" toi'" uJmetevroi" (sc. jAqhnaivoi") oi} keleuvousi, o{sa a[n ti" eJkw;n e{tero" eJtevrw/ oJmologhvsh/ kuvria ei\nai. For the effect of fraud or improper influence on requisite volition, see Wolff [1957] 1968: 484, n. 3; Maschke 1926: 162; Simônetos 1939: 193 ff.; Jones 1956: 222. Cf. Plato, Kritôn 52e, Nomoi 220d.

¹⁸ §§ 11, 54: to;n novmon . . . kaq jj o}n ta;" sunqhvka" ejgravyamen pro;" hJma'" aujtouv" . . . a} me;n wJmolovghsen kai; sunevqeto eJkw;n pro;" eJkovnta.

¹⁹ Pollux 8.31. On this procedure, see Katzouros 1981.

legally significant: Aristotle in the Rhetoric notes that “the laws” deem “legally binding” (kyria) whatever the parties agree upon (provided that these private arrangements are consistent with prevailing law) ²⁰; Roman commentators and teachers held a similar view of Greek legal principles.²¹ Epigraphic evidence also demonstrates the legal significance of executory agreements.²² The sale of real estate without payment of the full purchase price --- impossible under the Pringsheim thesis --- is confirmed explicitly by a horos (“mortgage”) inscription (SEG 34: 167) published some decades after the appearance of The Greek Law of Sale,²³ and impliedly by many other mortgage inscriptions.²⁴ Even Athenian popular discourse recognized the primacy of consensual agreements among willing parties: in a

²⁰ Rhet. 1375b9-10, 1376b8-9: οJ me;n keleuvei kuvria ei\nai aJtt j a]n sunqw'ntai, οJ d j ajpagoreuvei mh; suntivqesqai para; to;n novmon. . . aiJ me;n sunqh'kai ouj poiou'si to;n novmon kuvrion, oiJ de; novmoi ta;" kata; novmou" sunqhvka". Cf. Dem. 24.117, 46.24.

²¹ Asconius, Commentary on Cic. In Verrem 2.1.36 (91); Gaius 3.154. Cf. Mitteis 1891: 459-75.

²² Cf. Finley [1951] 1985: Nos. 3, 112, 113, 114, 115.

²³ SEG 34 (1984): 167= Millett 1982: No. 12A: ο{ro" cwriou /kai; oijkiva" kai; khvpwn pepram/evnwn ejpi; luvsei Filivwni JAlaiei'/ timh'" ejnofei/lomevnh" tou' hJ/mivseo" cwriou/xxx. Here an unknown debtor has encumbered, to a certain Philôn, land, house and gardens “for the unpaid portion of the purchase price owed on half the land” (literally “for the price owed on half the land”). “The crucial point about this horos” is that “the borrower here had not yet paid over the full price to Philôn, but was still able to offer the property as security” (Millett 1990: 178).

²⁴ Finley [1951] 1985: Nos. 3, 112, 113, 114, 115; SEG 34 (1984): 167

discussion of the demands of erotic love, the acclaimed playwright Agathôn alludes to the city laws sanctifying "that which a willing person should agree upon with another willing person."²⁵

In contrast, then, to the paucity of evidence supporting various generally-accepted modern "reconstructions" of Athenian law, where the text of a law or the existence of a legal principle is often considered incontrovertibly well-established if it is confirmed by more than a single citation,²⁶ consensual contracts at Athens are attested -- as we have seen --- by a multitude of examples occurring not in a single context, but over a broad range of situations --- taxation, personal services, testamentary transmission of wealth, the obtaining of judgments, the transfer and mortgaging of real estate, business transactions, maritime finance.

How then can we explain the undisputed acceptance for a half-century of a Law of Sale in conflict with the ancient evidence? For students of the sociology of knowledge, the answer will not be surprising: for reasons unrelated to the inherent correctness of this hypothesis, Pringsheim's fundamental rule was fortuitously supportive of a broad range of modern academic positions. For scholars insistent

²⁵ Plato, *Symp.* 196c2-3: αὐτὰρ ὁ δὲ καὶ οἱ ἄλλοι ἐκείνῃ τῇ ἑορτῇ ἐμολογῶντο, φασὶν "οἱ πόλιν βασιλεὺς νόμοι" διόκατα εἰσὶν.

²⁶ The wording of a portion of the Law against Hybris, for example, is "assured" because it is quoted in two independent texts (Fisher 1992: 36, n. 1).

on the unique legal genius of Rome, the primitive simplicity of Pringsheim's Law of Sale confirmed that "the Greeks did not achieve doctrines comparable with those of the Romans" (Pringsheim 1950: 4). But for those scholars persuaded of the legal acuity of the Greeks, the same simplicity fostered demonstrations of the brilliance by which Greeks developed "legal fictions" to overcome this primitiveness.²⁷ And for those modern classicists who reject the very existence of "contracts" at Athens, there is considerable appeal in the replacement of "contracts" by the physical reality of actual delivery and actual payment.

Moving from law to economics, we find a similar universal attraction to Pringsheim's thesis. For proponents of a "primitive" (or "embedded") Athenian economy --- one side of the seemingly perpetual dispute on the nature of the ancient economy,²⁸ "the inflexibility of such a simple system and its inability to meet the sophisticated requirements of a more developed economy" have been welcome as confirming the essentially "primitive" nature of the

²⁷ E.g., Demeyère 1952, 1953; Gernet 1953; 1951: esp. 207-11; Wolff [1957] 1968; Kränzlein 1963: 76-82. On legal fictions in Greek law, see Bertrand 2003.

²⁸ Polarized analysis of the ancient economy was already into its second century when Bücher published in 1893 his seminal "primitivist" exposition of the ancient economy to which Meyer in 1895 and Beloch in 1902 issued "modernizing" responses. For the decades of dichotomized struggle that have followed, see E. Cohen 2002; Schaps 1998: 1; Meikle 1995.

Athenian economy (Millett 1990: 17).²⁹ But for the proponents of a “modern” (or “market-oriented”) Athenian economy, Pringsheim’s rule was also welcome, as it facilitated the demonstration of a variety of sophisticated credit mechanisms again intended to surmount the deficiencies of Greek commercial law.³⁰

Over the years, ironically, the only one truly skeptical of Pringsheim’s contribution has been Pringsheim, who deemed his own dismissal of consensual contracts merely “a provisional hypothesis” and concluded his book with the hope that future research would result in the correction of such provisional hypotheses (1950: 502). Amen.

B. Pricing by Fiat or by Market Factors?

Scholarly reconstruction of the Athenian economy still tends to portray Athens as a society in which state dictate --- rather than the agreement of buyer and seller --- determined charges for goods and

²⁹ See Millett 1990: 180-82; Finley [1973] 1999: 141. Cf. Finley [1951] 1985: 298, n. 28. Gernet considers it a “paradoxe” that the system was able to function “dans un état économique déjà avancé” ([1955] 1964: 207). Cf. Gernet [1955] 1964: 222, n. 1.

³⁰ Some scholars have sought to denigrate these transactions as “exceptional,” Finley [1951] 1985: 113-114; Millett 1990: 187 (“credit sales few and far between”). Because of the sparse quantity and fragmentary quality of surviving evidence --- limitations compounded by the absence of ancient statistics --- characterization of these instances as “exceptional” (without the proffering of “standard” examples) merely confirms a priori assumptions.

services.³¹ Instead of an infinite variety of possible charges established by mutual consent based on supply and demand considerations, many scholars have insisted on a “standard wage” at Athens of one drachma per day,³² perhaps the equivalent of US\$50-100 (applying purchasing power parity³³). This scholarly vision of “standard” rather than market-based pricing reflects the old, orthodox view of Athens as an “embedded economy,” in which “goods circulated through reciprocity and redistribution rather than through . . . supply and demand.”³⁴ Recent years, however, have brought a multitude of challenges to this view, now largely abandoned among specialists.³⁵ Loomis, for relevant example, in an exhaustive recent study of “wages” in Athens has shown that “the frequently repeated statement that the ‘standard wage at Athens was one drachma per day’ is not

³¹ “La ‘Nouvelle Orthodoxie’ considère que le marché n’existait pas dans les sociétés anciennes” (Bresson 2000: 272). This “orthodoxy” underlies even such relatively recent studies as Möller 2000; Grenier 1997; Tandy 1997. Cf. Calcano 2001.

³² See, for example, Burford 1972: 138; Himmelman 1979: 139-40; Gallo 1987: 47, 58; Stewart 1990: xii, 65-66.

³³ On purchasing-power equivalencies relating to Athens, and for other approaches to exchange ratios, see Preface, p. 44 (?).

³⁴ Morris 1994: 352. See Polanyi 1957; Weber [1921] 1958, [1909] 1976. For the continuing importance of Polanyi’s conceptualizations for students of archaic Greece and of modern Institutional Economics, see Möller 2004; Maucourant 2000.

³⁵ See, for example, Morris and Manning 2005: 30 (listing recent criticisms of earlier dogma); Christesen 2004; Schaps 2004: 32-33, 1998; Silver 2004, 2003; Harris 2001; Osborne 1998; Kron 1996. Resistance to “market” approaches to ancient Greece is not, however, extinct: see Mattingly and Salmon 2001: 3; Millett 2001: 24, 40 (n. 26).

supported by the evidence" [1998: 257]). In yet more recent work, I've tried to show the wide variability of prices negotiated for the provision of sex at Athens,³⁶ and that this spectrum was reflective not of governmental edict but of the parties' needs, desires and capacity.³⁷

But such empirical studies are sometimes countered by reference to the Greek phrase kathestêkuia timê, term that appears several times in Demosthenes and in surviving epigraphical material.³⁸ Many scholars translate kathestêkuia timê as "established price" (the amount required under some external standard --- be it historical cost, customary charge, or price set officially for a general or specific purpose). In my opinion, however, kathestêkuia timê is better rendered as "market price" (that is, the amount actually being charged,

³⁶ In fact, Lykôn, the Peripatetic philosopher, achieved notoriety for having determined precisely what each female prostitute in Athens sought to charge. Athên. 547d: *Luvkwn kat j ajrca;" ejpidhmhvsa" paideiva" e{neka tai'" j Aqhvnai" . . . povson eJkavsth tw'n eJtairousw'n ejpravtteto mivsqwma ajkribw'" hjpivstato.*

³⁷ Ancient testimonia on prostitutional charges at Athens have been studied by Schneider (1913); Halperin (1990); Loomis (1998: 166-85).

³⁸ *kaqesthkui'a timhv*: Dem. 34.39, 56.8 and 10. See also a decree of the deme of Rhamnous (Bielman 1994: 95 ff., #24, line 19= S.E.G 24.154) which refers in ambiguous context to a *kaqesthkui'a timhv*. IG II².400 is sometimes said to refer to a *kaqesthkui'a timhv*, but this reading is merely a restoration by Wilhelm (1889: 148-49, n. 1) of a very fragmentary stone ([*th'" kaqistam]evnh'" tim[h']*). Cf. I.G. II² 499. Ptolemaic papyri from third century Egypt mention hestêkuia timê (PTeb 703, l. 176) and kathistamenê timê (PrevLaws, col. 40, 9-16).

without governmental or similar coercion, in a given place at a given time).

The relevant surviving literary sources superficially provide support for both interpretations. In Demosthenes 56, the speaker reports that at a time of fluctuating grain prices certain Athens-based grain merchants, on a continuing basis, were sending information concerning the price (kathestêkuia timê) of cereals at Athens to confederates who were sailing with a cargo of grain from Egypt. If cereals were expensive at Athens, the grain was to be sent to Athens, but if prices were low, it was to be delivered to another commercial harbor.³⁹ Here kathestêkuia timê seems necessarily to refer to a market price which was fluctuating with variations in supply and/or demand. Indeed, while the confederates' ship was on its way from Egypt, arrival of grain supplies from Sicily depressed prices at Athens --- whereupon the merchants off-loaded their cargo at Rhodes.⁴⁰

Yet in Demosthenes 34, the speaker explains that at a time

³⁹ §8: Eî\ta pro;" ta;" kaqesthkuiva" tima;" e[pempon gravmmata oiJ ejpidhmou'nte" toi'''' ajpodhmou'sin, i{na eja;n me;n par j uJmi'n tivmio" h/\ oJ si'to", deu'ro aujto;n komivswsin, eja;n d j eujwnovtero" gevnhtai, eij" a[llo ti katapleuvswsin ejmpovrion.

⁴⁰ §10: oJ toutoui; koinwno;" ta; gravmmata ta; para; touvtou ajpostalevnta, kai; puqovmeno" ta;" tima;" ta;" ejnqavde tou' sivtou kaqesthkuiva", ejxairei'tai to;n si'ton ejn th'/ JRovdw/ kajkei' ajpodivdotai.

when grain was selling at 16 drachmas per medimnon, the speaker (and his brother) provided it at the kathestêkuia timê of 5 drachmas, contrasting the higher market price of 16 drachmas with the much lower kathestêkuia timê.⁴¹ Because the text of Demosthenes 34 is thus apparently in conflict with that of Demosthenes 56, efforts have been made (without paleographical justification) to emend the wording of the former to state just the opposite of the received text, viz. that when grain was being priced at 16 drachmas per medimnon, the speaker provided these foodstuffs at 5 drachmas per medimon <INSTEAD OF> at the kathestêkuia timê.⁴²

Yet even those scholars interpreting kathestêkuia timê as an “established price” have emphasized the importance of supply-and-demand mechanisms in “establishing” this price, and have noted the rarity (and extraordinary nature) of governmental intrusion into market arrangements and pricing even in the case of cereal products. Thus Reger suggests that kathestêkuia timê “refer(s) to a price below market set by law or

⁴¹ §39: ο{te d j oJ si'to" ejpetimhvqh to; provteron kai; ejgevneto eJkkaivdeka dracmw'n, eijsagagovnte" pleivou" h] murivou" medivmnou" purw'n diemetrhvsamen uJmi'n th'" kaqesthkuiva" timh'", pevnte dracmw'n to;n mevdimnon. . . .

⁴² Koehler suggested: <ajnti;> th'" kaqesthkuiva" timh'". Cf. Marasco 1992: 33-35.

strongly recommended by city officials (like the agoranomoi) for the sale of grain during periods of shortage" (1993: 313). The referent for pricing even during this period, however, according to Reger was still market-determined: the official price was intended to reflect "normal" supply/demand charges --- "perhaps prices typical immediately after the harvest served as a guide" (ibid.). Similarly, Migeotte (1997: 38-39) identifies the kathestêkuia timê as the price set by the state for emergency public distributions of grain during those extraordinary periods when normal sources had been disturbed.⁴³ But because these governmental diffusions occurred irregularly (and even then only citizens were recipients), an autonomous retail market would have continued to exist --- whose prices were only indirectly and temporarily affected by state action.⁴⁴ Accordingly, Bresson (2000: 205-206) has proposed that the kathestêkuia timê represents a "fixed wholesale price" (prix de gros fixé) that was changed by the polis from time to time to reflect the retail

⁴³ Cf. Migeotte 1998; Fantasia 1987; Ampolo 1986.

⁴⁴ "Toutes ces interventions . . . n'avaient sur les prix courants que des effets indirects, dont les prix de détail bénéficiaient à leur tour . . . En dehors des moments de crise, ces interventions perdaient leur raison d'être et les affaires suivaient leur cours normal" (1997: 45).

market price (which continued to be determined by agreement between buyer and seller).⁴⁵

All proffered explanations of the kathestêkuia timê thus share a recognition that at Athens pricing even of grain was normally determined by market factors. A fortiori, prices for all other items --- to which the state paid far less, if any, attention --- should have been entirely or essentially free of governmental edict. (In fact, there is no evidence of any official intervention affecting prices of any other foodstuffs at Athens in the classical period.⁴⁶)

None of this, of course, should be surprising. The fact that the Athenian economy followed principles universally relevant is shocking only to the literary experts and cultural historians who have long dominated the study of the ancient economy.

⁴⁵ “A Athènes, la fixation du cours du grain importé obéissait à une procédure . . . de l'établissement d'une kathestêkuia timê: ce prix était réajusté périodiquement en fonction de la loi de l'offre et de la demande” (2000: 205)

⁴⁶ We know of governmental involvement in the sale of olive oil, but only during the far later period of Roman domination: see I.G. II ² 903, sometime in the second century, perhaps 175-170 B.C.E.

