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# A NUMBERS GAME: AN INTERPRETATION OF LYSIAS 17

Lysias 17 deals with the case of a dispute concerning the confiscated property of a certain Eraton; or, in an alternative interpretation, that of his son, Erasiphon. Originally, the property belonged to the father and was, after his death, inherited by his three sons: Erasiphon (mentioned above), Eraton junior and their brother, Erasistratus. The exact details of the seizure are not wholly disclosed in this fairly terse speech; in fact, some important specifics must have remained unclear even to its actual listeners. A few assumptions and statements can, however, be made with reasonable certainty. The offence – punishable by confiscation (combined presumably with other forms of penalty such as exile, death or loss of civic rights) – must have occurred during the regime of the Thirty Tyrants or in the political turmoil subsequent to their fall. This much is unquestionable, as the case was presided over by the Revenue Commissioners (*σύνδικοι*), a special board assembled after the restoration of democracy in the archonship of Euclides and designed to handle the volume of cases arising from claims of confiscated property that took place during this period, in which the city was the interested party.[1] The identity of the offender, however, is slightly more difficult to ascertain. In one passage it is stated quite explicitly that it was Erasiphon whose property had been confiscated by a previous decision of an Athenian jury;[2] in another, it is said in equally indubitable language that it was of Eraton's goods that an inventory was made.[3] The problem can hardly be resolved with any satisfaction based on the evidence provided by the text, but for our purposes it is enough to determine that the confiscation concerned the property of the Eraton family and, in turn, judicially deprived each member of their property rights.[4]

Prior to the upcoming auction of the confiscated property, a client of Lysias, an Athenian citizen not identified to us, comes forward and disputes the Treasury's right to the whole property, laying claim to a certain part of it. The grounds for his demand are advanced in two steps. First, in a brief and rather plain narrative he relates the story of a previous loan transaction which eventually led to a courtroom decision, all the while maintaining chronological order and duly supporting each detail by witnesses. We are informed that Eraton took out a loan of two talents from the speaker's grandfather. The speaker continues by telling us that in Eraton's lifetime all dues were paid in order, but that after his death the three sons 'stopped fulfilling any of their legal obligations' (*οὐδὲν ἔτι ἡμῖν τῶν δικαίων ἐποίουν*).[5] In order to recover his money, the speaker's father – who in the meantime (presumably because of his father's death) took possession of the family's property – sued one of the sons called Erasistratus for the entirety of the debt, and finally obtained a verdict against him.

[1] Harpocration, s.v. *σύνδικοι*, see also A.R.W. Harrison, *The Law of Athens. II. Procedure* (Oxford, 1968–71), 34–5.

[2] *ὑμῖν τὰ Ἐρασιφῶντος δημεύειν ἔδοξεν* (17.5), see also 17.2 and 6.

[3] *τὰ Ἐράτωνος* (17.4) and *εἴ τι ἄλλο τῶν Ἐράτωνος* (17.4).

[4] See S. Todd, *Lysias. The Oratory of Classical Greece. II* (Austin, 2000), 184.

[5] I quote the text in Todd's translation (n. 4). For the interpretation of this rather oblique expression, see below.

The plaintiff closes his narration by drawing a seemingly simple and well-grounded conclusion, namely that

(1) the property of the late Eraton *rightly belongs to him*.[6]

With this conclusion, both the mode of discourse and the nature of textual cohesion between the sentences are changed. Narration is subordinated to argumentation, chronology to logical relations. There are three points the speaker intends to prove in the remaining section of the speech. The first two are so obvious (*εὔγνωστον*), he emphasizes, that they need almost no proof or substantiation. First, having finished his narration about the credit transaction, he switches his theme and shifts to the story of the confiscation, the other relevant issue of the case. But, instead of giving a detailed account of the events, he underscores only one point, saying that

(2) the *entire* property of Eraton was confiscated.

He supports this assertion by simply referring to the fact of the accomplished confiscation and the written records of it. The writs are available to anyone, goes his simple argument, and such a catalogue, so to speak, by its nature is entire, even more so in the present case when the lists were made, it seems, by two squads.[7] Then, the speaker reminds the jury of an even more obvious, almost banal relationship of facts:

(3) once the property has been confiscated and sold, there will be *no other chance* for him to recover the money rightly owing to him.

Since this seems so self-evident, he does not dwell on it any longer and quickly moves on to his next and final point. That, however, requires a much longer preparation and a more detailed corroboration, which necessitate the use of five out of the remaining six chapters of the oration. The assertion is a comparison between his more moderate present claim and the more substantial original one:

[6] For convenience, I will denote the main points made by the speaker by numbers, and will put in italic those elements given special emphasis.

[7] At least as it can be inferred from the clause *τρεῖς γὰρ καὶ τέτταρες ἕκαστα ἀπογεγράφασι* ('because three and four people have listed each item for confiscation', 17.4). It is very difficult to identify these persons. E.S. Shuckburgh suspects they were officials, possibly the revenue commissioners themselves, *Lysiae orationes XVI* (London and New York, 1882), 295. R.G. Osborne supposes they were volunteering prosecutors (*οἱ βουλόμενοι*), taking this passage even as 'evidence that several people might bring apographai on the property of the same man', *JHS* 105 (1985), 54. There is clearly no infallible way of deciding the question; the assumption of an official catalogue seems, however, slightly preferable on the ground that the speaker does not speak about these persons in terms which would suggest any sort of rivalry with them. He always contrasts his claim only with that of the *polis*, the possible share of prosecutors is never envisaged (17.5, 7, 10). As to the identity of the magistrate(s) responsible for making the lists, one may think, as an alternative to Shuckburgh's suggestion, of the demarchs, who were almost certainly trusted, as argued by Osborne himself, with the task of confiscating the property of the Thirty, and quite probably of those condemned of profaning the Mysteries and mutilating the Hermae (46–7, accepting Walbank's restoration of the text of the stêlê). It is an additional similarity that the demarchs, too, seem to have made the writs without any reward, and even their numbers may possibly be explained by the fact that the items of the Eraton estate belonged to all together seven different demes. Anyway, Lysias' argument is inconclusive. He refers to the writs of confiscation from which 'it is easy to recognize … that the entire property is being confiscated' (*ῥᾴδιον εἰδέναι, ὅτι δὲ πάντα δημεύεται*, 17.4). Strictly speaking, however, it is not from the writs themselves that it can be judged whether the confiscation was complete or not; one should have had a previous list of property items to compare.

(4) in contrast to his previous demand against private persons of the *total* sum, his present claim against the Treasury to two pieces of land is worth only *less than one third* of the entire property.

In preparing for this contrast he provides, firstly, some details stemming from the continuation of the loan story that was interrupted at the point where his father obtained a verdict against Erasistratus. What the speaker stresses once again is the fact that his father prevailed in a lawsuit brought for the *entire* debt, without disclosing the exact sum or the full list of the property items adjudicated to him; instead he merely mentions two estates. The estate at Sphettus was handed over in accordance with the judgement, while the other one at Cicynna was withheld by Erasiphon's relatives.[8] In response, Lysias' client, whose father also seems to have died shortly after his grandfather's decease, filed another lawsuit in order to take possession of it, but the defendants crossed the procedure in every possible way. Finally, before a verdict had been reached, the state intervened and passed a decision to confiscate all the property of the Eraton family. It is at this point of the speech that exact figures for the value of the disputed possessions are stated: while the entire estate was assessed at slightly more than one talent (= sixty minas), the two pieces of land were valued at five minas and at one thousand drachmas (= ten minas) respectively. He even proves to be generous in his counting, for he calculates these two estates at fifteen minas, not at their real value as one-fourth, but only as one-third of the sixty minas the family's total wealth was assessed at.

Taking his words at their face value, most interpreters consider his generosity as a reasonable gesture of showing readiness to compromise and as a sensible step in the circumstances.[9] Against the Treasury he might have had a slim chance of getting back the entire debt; by reducing his claim considerably, he might have gained the jury's sympathy and saved at least one-third, actually only one-quarter, of it. Todd has recently suggested an alternative explanation.[10] He points out that several important details that are supposed to emerge in such a case remain unmentioned in the text. There is no information 'about the reason why the money had originally been borrowed', no indication of the grounds for the confiscation, no attempt to attack the brothers who could have been said to have defrauded both the city and the speaker. In light of this suspicious silence, he raises the possibility of collusion between the speaker and the brothers. He considers two options as plausible: they either invented a never-existing debt or inflated an originally much lesser one, in both cases in order to share the proceeds deriving from the adjudication.[11]

[8] We are not given any explanation why his relatives represent Erasiphon; later (17.5) it turns out that the family deals with import trade, so presumably he was on a business trip.

[9] Shuckburgh (n. 7 ), 292–3; F. Blass, *Die attische Beredsamkeit 1. Abth. von Gorgias bis zu Lysias.* (Leipzig, 1887–98$^2$), 618; W.R.M. Lamb, *Lysias: Orations* (ed., trans.) (Cambridge, MA and London, 1930), 388–389; G. Gernet (G. Gernet and M. Bizos, *Lysias: discours, texte établi et traduit. 2 volumes* [Paris, 1989$^3$]), II.15–19; Harrison (n. 1), 217; P. Millett, *Lending and Banking in Ancient Athens* (Cambridge, 1991), 276; and S. Usher, *Greek Oratory* (Oxford, 1999), 82–3.

[10] Todd (n. 4), 186.

[11] For two similar cases he refers to Osborne (n. 7), 45. It is to be added, however, that they belong to another class of apographê, which is used to raise the sum of a debt to the Treasury 'by listing property sufficient to meet the debt'. In such a case it is the denunciator who may be involved in collusion, if, by denouncing a piece of property of equivalent value to the amount of the debt and the fine, he renounces the financial reward a denunciator may otherwise be entitled to. Obviously, the Eraton brothers cannot have played such a role.

Todd's suggestion is possible, although not free from certain objections. For one thing, the same argument he puts forward in favour of assuming collusion can also be advanced against it. One could just as well expect a colluding party not to be tacit about his weak points, but pre-emptively cover them up with a misleading story or diverting comment. Some sort of disparagement of the brothers' defrauding activity would be particularly appropriate to allay the jury's suspicion of the speaker's complicity with them. By the same token, the absence of an attack upon them can be taken not only as a suspicious sign of collusion, but also as part of the speaker's overall rhetorical strategy to remain unemotional, apolitical and strict to the facts. Different circumstances are perhaps not mentioned for other reasons. The purpose of borrowing the original debt might simply have been left out, because it was not relevant to the dispute between the speaker and the Treasury; the grounds for confiscation, as suggested by Todd himself, might have been known to the judges.[12] A further and more serious difficulty with the collusion theory is that it involves too many false witnesses. If the debt did not exist at all or it was much smaller, the assumption seems inevitable that all six groups of witnesses[13] the speaker produces before the court told, to varying degrees, lies and untruths. Such a scenario allows for too many chances for complication and entails too much risk.

Another possible way of penetrating the surface of this plain and lucid speech is via a different approach. It requires taking a more careful look at the speaker's generous offer through a bookkeeper's eye. As previously mentioned, the plaintiff makes his calculation by comparing the value of the two claimed estates to the sum total of the entire confiscated property. These two figures, however, have absolutely nothing to do with each other! In order to make a valid balance and measure the legitimacy of the claim, one should compare instead the amount of the claim to the actual size of the remainder of the debt. Now, if we try to do that by taking clues from the figures given in the speech it appears that the two sums are, in fact, very likely the same. The original loan was 2 talents (12,000 drachmas). Though we are not informed about the terms of the contract such as the annual rate of the yields, the final term of the repayment, the security in case of default and so forth, it was presumably a long-term[14] and non-maritime, 'landed' loan,[15] given presumably with security on real estate.[16] In all likelihood, their agreement was made, in accordance with the general practice of the time,[17] entirely orally, its content confirmed by witnesses. In respect of the mode of repayment, however, the contract appears to differ from what is known as the usual practice in the late fifth and early fourth century B.C. in Athens. Normally, interest was paid on an annual or monthly basis until the final term when the

[12] Todd (n. 4), 186.

[13] They are (1) those who testify the existence of the debt (17.2); (2) those who give evidence of the verdict against Erasistratus (17.3); (3) those who rented the estate at Sphettus and so can confirm that it belonged to the speaker; (4)–(6) the neighbours of the estate at Cicynna, the previous year's officials and the *nautodikai* who testify that the land has been under litigation (17.8–9).

[14] J.K. Davies, *Wealth and Power of Wealth in Classical Athens* (New York, 1981), 63.

[15] For the category see E.E. Cohen, *Athenian Economy and Society. A Banking Perspective* (Princeton, 1992), 52–8.

[16] Though the speaker does not refer to the estates adjudicated to his father as security pledged by the borrower in the contract, a loan of such a huge amount of money granted without any real security would be unparalleled.

[17] See Cohen (n.15), 118–19.

principal was repaid in one sum.[18] In our case, however, a slightly different system should be assumed. As mentioned before, the speaker sharply contrasts two periods. In contrast with what happened after Eraton's death, during his lifetime the creditors 'continued to receive the interest payments and the other amounts as agreed' (*τούς τε τόκους ἀπελαμβάνομεν καὶ τἆλλα τὰ συγκείμενα*) – and this may have lasted for several years or even more than a decade.[19] Now, what the oblique expression *τἆλλα τὰ συγκείμενα* means, we cannot specify precisely; it might refer, for instance, to the fact that the debtors always duly observed the day of payment,[20] yet there is a strong case for assuming that it denotes the repayment of the principal in instalments. For the verdict obtained by the speaker's father against Erasistratus in 401/400 B.C. gives a fair indication that the actual balance was already much less than the original two talents. Lysias' client calls his father as the winning party, so it appears to be a safe inference that the items of property adjudicated to him by the jury did satisfy the whole outstanding debt, even in the creditors' judgement. Now, the speaker, who is obviously interested in listing all, and not omitting any, of the assets to which his father and he could claim a judicial right, instead mentions only two items, out of which one is still disputed. If we compare their value (1,500 drachmas) to the sum of the original loan (12,000 drachmas), the result is that at the time of the judgement the remainder had already been reduced to at least one-eighth of the original sum, seven-eighths having been repaid;[21] consequently Lysias' client is not in a position generously to hand over two-thirds of the property of the Eraton family to the Treasury.[22] At best his claim can be said to equal the amount of money he is entitled to on a previous judicial order; on the other hand, if the judgement concerning the estate at Cicynna was not as clearly favourable to him as he suggests, his demand surpasses even what is undoubtedly owed to him.[23]

As for the practice of paying off a debt by instalments, it seems to be a rare but not unknown phenomenon in fourth-century Athens. In Dem. 30.20 a dowry is alleged to have been handed over in parts to the second husband;[24] in Dem. 25.71 a debt owed to

[18] The earliest evidence for this practice comes from Ar. *Nub*. 756 and especially 1267ff. (produced in 423), where Strepsiades is visited by one of his creditors, who first demands a complete repayment, then shortly afterwards would be satisfied with the interest at least (1285–6). The scene can be regarded as an indication of how loans were returned in general but hardly rules out the possibility of other modes. For more evidence see J.R. Lipsius, *Das attische Recht und Rechtsverfahren. 1–2*. (Leipzig, 1905–15), 719–24, and O. Montevecchio's list in the second edition of her *La papirologia* (Milan, 1988²) that contains more than one hundred papyri concerning loans.

[19] 17.3.

[20] As it is understood, e. g. by Lamb, who renders it as 'contractual obligations' (n. 9).

[21] With the proviso, of course, that the estimation did not differ considerably from that of the revenue commissioners.

[22] *τῇ πόλει πολλὰ τῶν ἐμαυτοῦ ἀφείς* ('surrendering to the city much of what is mine', 17.10).

[23] Millett refers to the ratio as an indication of the need that 'creditors in court had to pitch their demands at realistic levels' (n. 9), 276; in fact, the realism of a demand can only be judged by comparing it to the sum of the remainder and not to that of the original debt.

[24] *καί μοι πάντες ἀπεκρίναντο καθ' ἕκαστον* (sc. when he asked them about the circumstances of Aphobus receiving the dowry), *ὅτι οὐδεὶς μάρτυς παρείη, κομίζοιτο δὲ λαμβάνων καθ' ὁποσονοῦν δέοιτ' Ἄφοβος παρ' αὐτῶν*. In this case the marriage portion can be taken as a kind of debt on the ground that the former husband of Aphobus' wife was obliged by law either to pay it to the new husband Aphobus, or pay interest on it if he retained her, see Harrison (n. 1), 46–7 and 55–7.

the public treasury is repaid by instalments.[25] This passage is of particular interest to us, because the speaker draws a parallel between how private and public debts are settled, and while making the point that a debt remains a debt until it has been cleared in full, he implies the possibility of a debt being partially repaid.[26] Even closer parallels to Lysias 17 are provided by private loan contracts preserved on papyri, admittedly of a later date and different provenance. I am aware of five cases where repayment by instalments is explicitly stated in the contract. In the earliest one, dated to 228–221 B.C., two debtors give an undertaking to pay back a loan of 100 drachmae to their creditor in three instalments.[27] Taubenschlag notes that the practice of repaying a loan by instalments applied especially to eranos-loans, granted by eranos-associations.[28] His observation can be confirmed by Photius' testimony,[29] and also by *P.Oxy.Hels.* 43 (end of the third century A.D.), in which four debtors acknowledge a similar interest-free loan of 1,900 drachmae in 19 instalments of 100 drachmae each month.[30] Two further cases belong to the same class of interest-free eranos-credit (*P.Mil.Vogl.* IV.243 and *P.Oxy.* XVI.1892, last decade of the third century), while in *P.Oxy.* I.98 (A.D. 138) the total sum of the instalments exceeds the capital of 700 drachmae.[31] This last case, therefore, stands closer than the four other ones to Lysias 17 which is clearly about a loan bearing interest.[32]

But how does such a simple trick of counting with the wrong numbers work so effectively? The trick lies in using three related ploys: first, withholding essential numerical data about the real balance, second, giving irrelevant and deceptive figures instead, and finally, blurring the distinction between, and eventually mixing up, several entries and other key categories of accounting. As far as the numerical data are concerned, it has already been mentioned that neither the date of the borrowing, nor the interest rates, nor the sum of the repayment are stated in the text, so only conjectures can be made on the basis of the verdict passed in 401/400. Such guesses, however, have made it highly probable that even at that time the balance did not rise above the value of the two estates. But a reader, especially if he or she, like the original

[25] *μίαν θεὶς ἢ δύο καταβολὰς ἐπίτιμος ἔσται.* The background to the speech is that Eunomus bought the confiscated property of his brother Aristogeiton in order that he can resume civic rights; Eunomus was allowed to pay in instalments, but Aristogeiton waited only until two parts of the total sum had been paid, and started to behave as if in full possession of his franchise. Libanius' unambiguous words are worth quoting: *ὥστε ἐν δέκα ἔτεσιν ἐκτῖσαι τὸ σύμπαν καθ' ἕκαστον ἔτος τιθεὶς τὸ ἐπιβάλλον μέρος. δύο μὲν δὴ καταβολὰς ἀπήνεγκε, τάλαντα δύο καὶ δραχμὰς τετρακοσίας, τὸ δὲ λοιπὸν ὀφείλεται, τάλαντα ὀκτὼ καὶ δραχμαὶ χίλιαι καὶ ἑξακόσιαι* (*Arg.* 24.5).

[26] *οὐ γάρ, εἰ μὴ πᾶν ὅσον ὤφλεν ὀφείλει, νῦν ἡ κρίσις οὐδ' ὁ λόγος, ἀλλ' εἰ ὀφείλει* (25.71).

[27] *τάξονται καταβολαῖς γ, P.Tebt.* III.I.815. fr. 2. verso, col. i, 6–7.

[28] R. Taubenschlag, *The Law of Graeco-Roman Egypt in the Light of Papyri* (Warsaw, 1955[2]), 344.

[29] *Bibl.* 135.4, s.v. *καταβολή*.

[30] *ἄ]σπερ[ ἀπο]δ[ώ]σομεν ὑμῖν [ἐν] καταβολῇ ἐν μησὶ [δε]καε[ννέ]α ἐφεξῆς ἀπὸ τοῦ ἐν[εστῶτος μηνὸς] [Φα]μενὼθ τοῦ ἐνεστῶ[τος ἔτους] [κατὰ] μῆνα ἕκασ[τον] δραχ[μὰς] [ἑκα]τὸν*, see *Fifty Oxyrhynchus Papyri. P. Oxy.Hels.*, ed. H. Zilliacus, J. Frösén, P. Hohti, J. Kaimio, M. Kaimio. (Helsinki, 1979).

[31] See A.C. Johnson, *Roman Egypt to the Reign of Diocletian* (Baltimore, 1936), 450.

[32] Compared with the hundreds of loan transactions known from various sources, these five cases should obviously be regarded as infrequent, though we should bear in mind that in most cases the mode of repayment cannot be ascertained. For an exhaustive study of bankers' loans see R. Bogaert, *Banques et banquiers dans les cités grecques* (Leiden, 1968); for private contracts, see Montevecchio (n. 18).

listener, becomes acquainted with the text only through a single and linear perusal or hearing, is not helped or invited to raise those sort of questions and strike a correct balance. The figures that ought to be compared are separated and scattered in different places in the text. The sum of the original loan is made known at the very beginning of Chapter 2; the remainder is spoken about in Chapter 3, but referred to somewhat misleadingly as 'the whole debt', and its value or the corresponding items of property are suppressed; the latter is mentioned in Chapter 5, the former only in Chapter 7, where they are compared not with the principal but with the entirely irrelevant total sum of Eraton's property. Sorting them out would require moving freely backward and forward in the text, a method employable only in careful and repeated reading.

Finally, this confused and confusing calculation could not have been made without using words denoting things to be calculated in a constantly ambiguous way, resulting in those words misleadingly replacing each other. There are three pairs of terms that are muddled: first, the debt and the remainder, second, Eraton's whole property and a certain part of it covering the debt, and finally, 'the whole debt' and the whole property.

As to the first one, the speaker consequently fails to make a clear distinction between the principal and the remainder; instead he invariably speaks about 'the whole debt'.[33] The adjective 'whole' is particularly misleading, because it diverts attention from the fact that although the claim was made to 'the whole remainder' (that is what the expression in fact stands for), the remainder itself is only a part of, and certainly less than, the original debt.

Even more confusion is caused by the imprecise phrase 'the property of Eraton', used in the crucial sentence that contains proposition (1). From the previous chapters the reader is to understand the expression to mean only a fraction, not the whole of it, more or less in the following way:

> (1a) The part of Eraton's property that was adjudicated to his father, rightly belongs to him.

However, since the definite article is commonly used to denote the whole thing it stands for, the construction *τὰ Ἐράτωνος* should normally mean 'the entire property' without any restriction, whereas proposition (1a) could be expressed in an unequivocal way by some partitive construction. Nevertheless, at that point the ambiguity is not yet striking, partly because imprecision is a familiar characteristic of colloquial speech and may easily be corrected by context, and partly because the focus is on the fact that the claim is justified (*δικαίως*), and not on its exact measure. In his ensuing argumentation, however, the speaker builds on precisely this vagueness and lack of conceptual distinction to reach a point where it is explicitly stated that if he would like to, he could make a rightful claim upon the entire confiscated property. In the second half of the same sentence, which contains proposition (2) as well, it is just Eraton's *entire* property that is the subject. The focus, once again, is on a different and completely new aspect of the case, namely that the confiscation affected the family's whole wealth, while *πάντα* functions as a topic referring to something known and already mentioned. This shift of focus and the position of the property as thema make it difficult for the hearer to recognize and be aware that *τὰ Ἐράτωνος* and

[33] 17.3 and 5.

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πάντα are in fact not equivalent. The text may also suggest, therefore, a false but, from the claimant's point of view, highly advantageous interpretation of proposition (1):

(1b) the entire property of Eraton rightly belongs to him.

Then the next sentence, where the whole property is contrasted with that part of it which the speaker has long possessed (proposition (4)), qualifies that understanding: οὐκ ἂν παρέλιπον … οἱ πάντα τὰ ’Εράτωνος ἀπογράφοντες, καὶ ἃ ἐγα πολὺν ἤδη χρόνον κέκτημαι. The conjunction καί introducing the relative clause joins it as a part to the whole in the main clause.[34] Nevertheless, the two parts of the property are not quite the same. It turns out later that the phrase 'the property I have long possessed' must refer only to the estate at Sphettus, which does not contain the estate at Cicynna that is still under litigation. For the moment, what the reader or listener may figure is that the plaintiff has already taken possession of some items of Eraton's property before the confiscation, but considers some more, and possibly all, is owing to him.

A further step towards extending his partial demand to the whole and thus rewriting the entries is taken before long in Chapter 5 where Erasiphon (Eraton)'s property is referred to by the explicit pronoun 'whole': ἅπαντα ἠξίουν ἐμὰ εἶναι ('I claimed that the whole <i.e. estate> was mine'). The reference forms the first part of an explanation of why the speaker could have made a claim to the whole property of Erasiphon if he had wanted to. His argument is that his father obtained a verdict for the whole debt: διότι ὑπὲρ ἅπαντος τοῦ χρέως ἀντιδικῶν πρὸς τὸν πατέρα ὁ ’Ερασίστρατος ἡττήθη ('because Erasistratus had been defeated in a lawsuit brought to my father for the entire debt').[35] However convincing it may sound, the reasoning is clearly flawed. Observe that the stress again is laid deceptively on the magical word 'whole' or 'sum total', while the *whole debt* of the Eraton family is made equal to, identified with and replaced by their *whole property.* Obviously, the identification and replacement is not yet complete, only implied, the noun 'property' being added in thought. But explicitness would be fatal for the argument. If the pronoun 'whole' (ἅπαντα) unambiguously stood for 'the whole remainder', the statement would be valid, but could not serve as a premise for the main point that his original claim was two-thirds higher than the present one. Instead, it would point to the fact that he is actually demanding the same sum, that is 'the whole remainder', as his father did previously. If, on the other hand, the pronoun 'whole' stood for 'the whole property of the Eraton family', the invalidity of the reasoning would be obvious and easy to detect. Clearly, from the fact that the whole debt (which means, to repeat, in fact only 'the whole remainder') was approved by a courtroom as owing to his father, it simply does not follow that the whole property of the defendant was adjudicated to him. Since the equation of the two notions ('the part of Eraton's property that was adjudicated to his father' and 'the whole of Eraton's property') and their replacement is completely unfounded, ambiguity is much needed here to hide it.

The next move in the same direction is made shortly afterwards in Chapter 6, where the plaintiff again expresses his right to the entire property in an indirect and negative way (6). Again, he does not say explicitly that all the confiscated property belongs to him, he 'only' makes the gesture of submitting two thirds of it, but with the clear

[34] The interpretation of καί as explicative in the sense 'all the property of Eraton, i.e. which has long been <judicially> mine' seems not impossible, though not probable.

[35] The noun added by Todd.

implication that he regards it as his own: *ἐπειδὴ δ' ὑμῖν τὰ 'Ερασιφῶντος δημεύειν ἔδοξεν, ἀφεὶς τῇ πόλει τὼ δύο μέρει τὰ 'Ερασιστράτου ἀξιῶ μοι ψηφισθῆναι* ('Because you have decided to confiscate the property of Erasiphon, however, I am surrendering two thirds of my rights to the city, and am claiming only that the property of Erasistratos should be adjudicated to me').[36]

And finally, in the very last sentence of the peroration, even the aforementioned implication is made explicit (10). As the speaker names the entire wealth of Eraton openly and unambiguously as his own property, *αὐτὸς τῇ πόλει πολλὰ τῶν ἐμαυτοῦ ἀφείς* ('after surrendering to the city much of what is mine'), the juggling act of swapping figures and conceptions is brought to completion. It is casual and unspectacular, just like any performance perfect of its kind.

One more question remains unanswered. Why does Lysias choose to appear generous instead of being cautious and incontestably exact at counting? The advantages of adopting a munificent persona for a claimant who challenges the state's property rights are quite obvious, yet the risks inherent in juggling the figures seem unwarranted for someone who can establish his claim with convincing and massive documentation. Seen from his own perspective, however, he hardly had any other option. He was lodging a claim on a relatively small portion of an originally quite substantial credit, seven eighths of which had already been paid back. This also makes it highly probable that the sum total of the instalments did cover the amount of the original principal, and the outstanding debt already came from the yields. Supposing a relatively low interest rate of 15% per year, the full amount of the loan, i.e. the principal ( = 12,000) plus the yields (= 1,800), added up to a total of 13,800 drachmas. The two estates Lysias' client demanded back were worth 1,500 drachmas, a sum 300 drachmas higher than the original debt; in other words, he was running not simply after his money, but his profit. Consequently, he had every reason to fear that he would be thought a greedy egoist who was not willing to renounce any part of his gains in favour of the community. Nor should we forget that he must have fought against the prevailing hostile attitude towards creditors in general, and especially those who attempted to uphold their claims against the city.[37] Lysias' bookkeeping trick and the endowment of his client with an open-handed and liberal character, therefore, are to be considered against the background of these figures as a means of dispelling the very natural suspicion of avarice, and, since prevention is better than cure, of painting just the opposite picture instead.

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[36] I guess that by counting 1,500 drachmas as one third, instead of one fourth, of 6,000 drachmas he makes more than just a gesture of liberality towards the *polis*. 'One third' may also suggest a correlation with the 'three sons'. Note the phrasing in the present sentence. It is stressed that it was against Erasistratus that the speaker's father won his case, but that 'the lawsuit was brought against the whole debt' is suppressed (5). From an assertion formulated in this way one may easily draw the false inference that since he prevailed against one brother, he could have won against the two others as well.

[37] For an explanation of this phenomenon in economic terms, see Davies (n. 14), 64, who derives it from generally insufficient liquidity and consequently high interest rates.