ADRIAAN LANNI (CAMBRIDGE, MA)

ATHENIAN APPROACHES TO LEGAL PREDICTABILITY IN CONTRACT CASES

Around the turn of the twentieth century the renowned legal scholar and jurist Oliver Wendell Holmes Jr. proposed what has become known as the “bad man” theory of the law.[1] Holmes described the function of law by imagining a “bad man” who viewed the law purely instrumentally and planned his behavior based on what he predicted he could (and could not) get away with under the existing rules. Under this theory, the law can only serve as an effective means of social control if legal rules are sufficiently certain and judicial decisions sufficiently predictable to allow individuals to conform their conduct to the law. More recently, scholars in the law and economics movement have pointed out that reduced legal certainty and predictability create inefficiencies, particularly in the field of private law.[2] The risk and cost of every transaction increase if sellers and buyers cannot be reasonably sure that they will be able, if necessary, to have the terms of a contract or the protections afforded them by law enforced by a court. If judicial decisions are highly unpredictable, parties may be forced to litigate even questions that would appear straightforward under the contract or governing statutes.

In this paper I examine the Athenians’ unusual approach to legal predictability, focusing particularly on cases involving contracts. In most cases Athenian jurors were presented with a wide variety of information on which to base their decision, including not only the terms of the contract and any statutes the litigant chose to present but also the parties’ reputation for honesty and fair dealing and general arguments from fairness. As a result, popular court verdicts were largely ad hoc determinations that might be difficult to predict at the time of the transaction. But the Athenians appear to have taken a different approach in one particular type of contract case: the *dikê emporikê* procedure governing maritime suits. In these cases, speakers focus more narrowly on the terms of the written agreement. I argue that the distinctive notion of relevance in the *dikai emporikai* was designed to enhance predictability in these cases and thereby to attract foreign merchants to Athens. I also offer some preliminary thoughts on why and how the Athenians tolerated a relatively unpredictable procedure for enforcing contracts in non-maritime suits.

---

[1] Holmes 1897.

[2] E.g., Rose 1988.

In modern American law, disputes concerning contracts are resolved by reference to (1) the terms of the contract agreed to by the parties; and (2) background rules found in statutes or case law that govern contract formation, interpretation, and enforcement. Some of these rules apply only when the contract is silent or ambiguous and can be contracted around by the parties; others, for example the rule that unconscionable contracts are void, apply regardless of the parties' agreement. In Athens, there were very few background contracting rules. With a few exceptions, such as the laws relating to the sale of slaves,[3] the general rule was that whatever agreements one man makes with another are binding.[4] Litigants could argue in individual cases that the jury should be influenced by considerations that a modern would think of as a background contracting rule – the speaker in Hyperides, *Against Athenogenes*, for example, argues that unjust contracts are void – but these arguments, even if successful, did not become legal rules that future contracting parties could rely on, since there was no doctrine of binding precedent in Athens. For this reason, enhancing legal certainty and predictability in Athenian contract cases boils down to trying to ensure that the jury will focus on interpreting and enforcing the terms of the contract and will ignore arguments based on extra-legal norms.

The different attitudes to contracts in maritime and non-maritime cases

I have argued elsewhere that jurors in most popular court cases considered a wide variety of both legal and extra-legal information in reaching their decision – including evidence based on the character of the parties, the background of the dispute, the effects of a likely fine or penalty, and general arguments from fairness – in an effort to reach a just verdict that took into account the broader context of the dispute and the particular circumstances of the individual case.[5] Even the relative importance of the various legal and extra-legal arguments in any individual case was open to dispute by the parties. It is impossible to draw firm conclusions based on the five maritime speeches (*dikai emporikai*) that survive,[6] but it appears that speakers in maritime cases are significantly more focused on the terms of the written contract and less likely to appeal to extra-legal argumentation than speakers in other popular court cases concerning contracts and wills. I will summarize the evidence for this argument[7] before turning to the reasons for these differences.

[3] There was very little state regulation of private transactions, but there were some laws designed to protect buyers, such as a law prohibiting the making of false statements in the agora (Hyp. 3.14), a law regulating the process by which an Athenian official would declare silver coinage valid (Rhodes & Osborne 2003: No. 25), and various rules regarding the sale of slaves (Hyp. 3.14-15).

[4] Hyp. 3.13: ὁ νόμος λέγει, ὅσα ἂν ἕτερος ἑτέρῳ ὁμολογήσῃ κύρια εἶναι.

[5] Lanni 2005.

[6] Dem. 32-35; 36.

[7] For a more detailed discussion of the evidence for the differences, see Lanni 2006:149-171.

Dikai emporikai were exceptional in that (1) foreigners, metics, and perhaps even slaves were given standing in these suits equal to Athenian citizens[8] and (2) only disputes concerning written contracts could be heard through this procedure.[9] The requirement of written proof appears to have focused maritime suits on the terms of the written agreement: as several scholars have pointed out, one of the most distinctive features of these speeches is the importance of the terms of the agreement to the speakers' arguments.[10] In the three maritime cases in which the speaker is not challenging the existence of a contract, the written contract is recited in full within the first ten sections of the speech.[11] Of the 113 references to written contracts in the entire Demosthenic corpus, 100 occur in these three speeches alone.[12] Demosthenes *Against Lacritus* is most striking in this regard: the speaker discusses the contract in painstaking detail, "addressing in turn each of the provisions of the written contract,"[13] and then has the entire agreement read out a second time.[14]

The contract in Demosthenes *Against Dionydodorus* did not address the precise issue in dispute. The contract provided that the lender bear the loss if the ship was lost at sea, and that the borrowers pay a penalty if they did not return with their cargo to Athens. The contract made no provision for another contingency – rather than total loss of the ship, damage severe enough to preclude the return of the ship and require that her cargo be sold outside Athens. This is what the defendant claimed to have happened, if we can trust the prosecution's account.[15] Although the contract is silent on the crucial question of the rights of the parties in this contingency, the speaker quotes from the written contract four times and repeatedly refers the jurors to the terms of the agreement as the proper guide to their decision.[16] It is not only speakers who are pressing their contractual claims who emphasize that the terms of the written contract are decisive in maritime suits. The speaker in Demosthenes 33, the defendant in the original contract action, refers to a written contract as *akribês*[17] and states that contract disputes are to be resolved by reference to the written document.[18]

In stark contrast to the importance of the contractual terms in maritime suits, speakers in other suits involving written contracts or wills rarely dwell on the specifics of the legal instrument or suggest that the jurors should look only within

---

8 For discussion, see MacDowell 1978:234; Todd 1993:193; Gernet 1938.

9 On the debate over the jurisdiction of the maritime courts, see E. Cohen 1973:100-158; Gernet 1938:186; Carey & Reid 1985:233; Isager & Hansen 1975:86.

10 Carey & Reid 1985:200n.50; Christ 1998:220-221; D. Cohen 2003:94-95.

11 Dem. 34.7; 35.10; 56.6.

12 Carey & Reid 1985:200 n. 50.

13 Dem. 35.17.

14 Dem. 35.37.

15 Dem. 56.37.

16 Dem. 56.6, 36-38.

17 Dem. 33. 36.

18 Dem. 33.36.

the four corners of the contract.[19] Instead, speakers in non-maritime cases often appeal to general notions of fair dealing and argue that one or other of the parties has a superior moral claim to the money or property at issue.

Demosthenes 48, *Against Olympiodorus*, illustrates the diminished importance of the written instrument in non-maritime contract cases. The speaker is suing his partner in crime for breach of contract[20] for tricking him out of his share, and one would expect that the plaintiff would focus on the terms of the agreement in the absence of equitable sources of support for his claim. The speaker, Callistratus, and his brother-in-law, Olympiodorus, made a written contract to divide the estate belonging to Comon, a mutual relative, evenly between them and to exclude all other claimants. After the two managed to have the estate awarded to Olympiodorus by colluding in various misrepresentations to the court, Olympiodorus refused to give Callistratus half of the estate in accordance with their agreement. Predictably, Callistratus emphasizes that his opponent has breached their agreement. Callistratus does not rest his claim solely on the terms of the contract, however, but also includes a number of arguments rooted in fairness. He stresses that he offered Olympiodorus a fair settlement to avoid litigation but was rebuffed,[21] and he requests in the first instance not the enforcement of the contract as written but a compromise ruling.[22] He notes that he arranged for Comon's burial, a fact often cited by contestants in inheritance cases to show their personal connection to the deceased and right to a share of the estate.[23] Finally, Callistratus reports that Olympiodorus is unmarried and has been wasting all his money on his mistress, a former slave, while Callistratus has a wife and daughter to support.[24]

In keeping with the unusual emphasis on the written contract found in maritime suits, extra-legal arguments such as evidence based on the character or relationship of the litigants or appeals to pity play a smaller role in these cases than in non-maritime suits. One might expect that the presence of foreigners and metics in addition to citizens in *dikai emporikai* would lead to a plethora of arguments in which the litigant with the higher status would exploit his superior social standing to curry favor with jurors. With few exceptions, however, the social standing, character, and services of the litigants play little role in the arguments in the

[19] Compare, for example, the focus on the written contract in maritime suits such as Demosthenes 33, 35 and 56 to non-maritime contract cases such as Hyperides 3 or Demosthenes 48. In cases involving a will, litigants often appeal to a variety of arguments rooted in notions of fairness and justice unrelated to the issue of the formal validity of the will. (Avramović 1997:54-58; Hardcastle 1980).

[20] The suit was technically a *dikê blabês*, "an action for damage." There appears to have been no distinctive procedure for a breach of contract action (Todd 1993:266).

[21] Dem. 48.4.

[22] Dem. 48.3.

[23] Dem. 48.6.

[24] Dem. 48.54-55.

maritime suits.[25] Indeed, in several cases we are unsure of the legal status of the individuals involved in the transaction. A narrowed sense of relevance in *dikai emporikai* is also suggested by the complete absence of appeals to the jurors' pity, a well-known topos in our non-maritime cases.

The distinctive mode of argumentation in maritime cases, in which the character of the litigants and issues of fairness in light of the specific context of the transaction are played down in favor of the terms of the written agreement and the general principle that contracts should be binding, can be usefully compared to other commercial, non-maritime cases. Demosthenes 36 (*For Phormio*) and Demosthenes 37 (*Against Pantaenetus*) are promising candidates for comparison. These two cases are also speeches in the Demosthenic corpus dating from sometime in the middle of the fourth century that involve commercial transactions between litigants who are seasoned businessmen, but not political figures. Most important, they, like four of our five *dikai emporikai,* are part of *paragraphê* actions. These cases therefore suggest that the distinctive nature of maritime argumentation can be linked to a narrower notion of relevance in *dikai emporikai* rather than any unusual aspects of the *paragraphê* procedure.

Although the subject matter in Demosthenes 36 and 37 – the leasing arrangement of a banking business and a series of transactions involving mining property – is similar to that of maritime suits, the speeches are not as narrowly focused on the business transactions at issue. The speaker in Demosthenes 36, for example, disparages Apollodorus' performance of liturgies and ridicules his extravagant habits,[26] defends Phormio's career,[27] makes a standard appeal to win the juror's pity,[28] and argues that it is to the jurors' advantage to award the money to Phormio.[29] Similarly, in Demosthenes 37 Nicobulus repeatedly slanders his opponent's witnesses.[30] He also includes an extended discussion of his fear that his case will be prejudiced by the jury's dislike of money-lenders like himself, and the jury's disgust at what the speaker confesses are his unpleasant qualities: he apparently walks fast, talks loudly, and goes around with a walking stick.[31] Most striking is the use in these two speeches of witnesses to testify solely to the good character of the speaker or the villainy of his opponent. The speaker in Demosthenes 36 offers testimony both of Phormio's good character, uprightness, and generosity,[32]

---

[25] The one notable exception is Demosthenes *Against Lacritus*, in which the speaker slanders his opponents because they are from Phaselis. Nevertheless, the bulk of this speech is devoted to a close reading of the contract, which is twice read out in full in the course of the oration.

[26] Dem. 36. 42, 45, 52, 55-57.

[27] Dem. 36.56.

[28] Dem. 36.59.

[29] Dem. 36.58-59.

[30] Dem. 37.48.

[31] Dem. 37.52.

[32] Dem. 36.55.

and of the baseness of Apollodorus.[33] Nicobulus also presents character witnesses in Demosthenes 37, stating, "Please read the witness testimony regarding what sort of person I am toward men who lend money on bond and toward those who are in need."[34] Although speakers in our surviving popular court cases often boast of their character and slander their opponents, the use of character witnesses *stricto sensu* as in these two cases is quite rare. The emphasis of the litigants in both these cases on their reputation for fair business practices contrasts starkly with the narrow focus on the terms of the written contract typical in *dikai emporikai*. Matthew Christ has pointed out a similar difference between cases involving banking transactions and the *dikai emporikai*: while litigants in banking suits present their cases in terms of a breach of *philia*, parties in maritime cases emphasize a breach of contract.[35]

In sum, the speakers in non-maritime contract cases do not confine their arguments to the terms of the agreement or suggest, as speakers in *dikai emporikai* do, that the contract should be the sole guide to the jurors' decision. In non-maritime suits, a man's reputation for fair business practices and other issues beyond the specific terms of any written agreement, such as fairness and equity, become relevant to the jurors' decision. The narrow focus on the written contract unique to maritime suits presumably would facilitate business deals by increasing the predictability of verdicts, but would also hamper the jury's ability to take into account a wide range of factors in reaching its decision.

Explaining the approach to legal predictability in maritime suits

The *dikê emporikê* procedure was introduced in the middle of the fourth century, most likely as part of an effort to attract merchants, goods, and grain to Athens when its economy was flagging.[36] I think the unusual mode of argumentation in maritime cases can be traced to two interrelated causal factors: the common participation of non-citizens in *dikai emporikai*, and the need to facilitate trade and attract non-Athenian merchants by offering a predictable procedure based on the enforcement of contracts as written.

The desire to encourage lending and to facilitate trade by providing a predictable legal procedure to enforce contracts made the wide-ranging discretion wielded by juries in non-maritime suits counter-productive in the context of maritime cases.[37] A focus on the terms of the written contract reduced the legal uncertainty associated with the ad hoc approach taken in the Athenian popular courts

[33] Dem. 36.55-56.

[34] Dem. 37.54: λέγε δή μοι τὰς μαρτυρίας, τίς ἐγὼ πρὸς τοὺς συμβάλλοντας ἀνθρώπους καὶ πρὸς τοὺς δεομένους εἰμί.

[35] Christ 1998:180-191.

[36] See generally Cohen 1973; Gernet 1938; Paoli 1930:111-115.

[37] For speakers' statements regarding the importance of encouraging lending and facilitating trade by strictly enforcing written agreements, see Dem. 34.51; 35.54; 56.48-50.

and gave lenders and traders confidence that they would be able to enforce their contracts in court if necessary. The speaker in Demosthenes *Against Dionysodorus* makes precisely this argument in urging the jurors to strictly enforce the maritime contract in his suit:

> εἰ μὲν γὰρ ὑμεῖς τὰς συγγραφὰς καὶ τὰς ὁμολογίας τὰς πρὸς ἀλλήλους γιγνομένας ἰσχυρὰς οἰήσεσθε δεῖν εἶναι καὶ τοῖς παραβαίνουσιν αὐτὰς μηδεμίαν συγγνώμην ἕξετε, ἑτοιμότερον προήσονται τὰ ἑαυτῶν οἱ ἐπὶ τοῦ δανείζειν ὄντες, ἐκ δὲ τούτων αὐξηθήσεται ὑμῖν τὸ ἐμπόριον. ... τίς γὰρ ἐθελήσει τὰ ἑαυτοῦ προέσθαι, ὅταν ὁρᾷ τὰς μὲν συγγραφὰς ἀκύρους, ἰσχύοντας δὲ τοὺς τοιούτους λόγους, καὶ τὰς αἰτίας τῶν ἠδικηκότων ἔμπροσθεν οὔσας τοῦ δικαίου;
>
> For if you think that contracts and agreements made between men should be binding, and you will show no forbearance toward those who break them, then those men who lend their own money will do so more readily and as a result your market will flourish. ... For who will want to risk his money, when he sees written contracts having no effect, and arguments of this sort [i.e. contrary to the terms of the agreement] winning the day, and the accusations of criminals being placed before justice?[38]

This reassurance may have been particularly important in the maritime trade because it often involved doing business with men outside one's close-knit community, including foreigners whose reputation might not be well-known, who might not be repeat-players, and who might not be easily influenced by the informal norms of the marketplace. It is natural that merchants dealing with strangers would be less trustful, and therefore more likely to want well-defined commitments spelled out in written contracts and enforced in a more formal procedure. Strict enforcement of contracts is an easy – and ingenious – way to reduce legal uncertainty in a society without precise legal rules or legal experts because it does not involve the creation of a complex substantive law of contracting rules but permits the contracting parties to create their own law for each deal.

The narrower notion of relevance employed in *dikai emporikai* was also vital to attracting the foreign merchants who dominated maritime trade to Athens.[39] Foreigners would be at a distinct disadvantage in the ordinary Athenian popular courts, where they would be subject to judgment based on unwritten Athenian norms and values that they might not fully understand, let alone share. Few transient foreign merchants would have ready access to the witnesses necessary to present a contextualized account of their character, reputation, and manner of doing business.

[38] Dem. 56.48-50.
[39] Reed 2003:27-33.

Even those who could present such a case might not be sanguine about their chances of prevailing in an Athenian court against an Athenian citizen who could point to military service and other hallmarks of good character familiar to popular court juries. The *dikê emporikê* procedure, by focusing on the terms of the written contract and discouraging extra-legal information and argumentation, offered foreign merchants the chance to resolve their disputes on a truly equal footing with citizens based on a transparent, straightforward, and non-culturally specific standard: the terms of the written contract agreed to by the parties.

Explaining the approach to predictability in non-maritime cases

If a more formal, predictable legal procedure facilitated business deals, one might ask why the Athenians employed this approach only in maritime cases and did not adopt it in other business contexts such as banking and ordinary contract cases. In other words, why were the Athenians willing to tolerate the widespread legal uncertainty and resulting transaction costs that accompanied the discretionary, ad hoc approach of non-maritime popular court cases?

One potential answer is that when it came to interactions between citizens, jury verdicts were not so unpredictable after all because even in the absence of formal rules contracting parties would know how a jury would be likely to react to a particular case. Under this view, shared norms and values provided a sufficient amount of certainty regarding one's legal rights and responsibilities to facilitate transactions.

At first glance, this interpretation appears to have much to recommend it. Modern societies often have two separate sets of rules: legal rules known primarily by legal experts, and informal social norms that govern everyday interactions.[40] In Athens, by contrast, popular norms were often those at play in the courts, allowing potential litigants to draw on their cultural knowledge to predict the likely outcome of a lawsuit. Moreover, the homogeneity of the Athenian male citizenry (at least relative to modern societies) provides reason to believe that most Athenians would have a similar moral and emotional response to various types of cases.

Nevertheless, shared norms and values are not sufficient to foster predictability in a legal system that considers a vast array of factors relevant to any legal decision. While there may have been consensus on whether each type of legal or extra-legal argument favored the prosecutor or the defendant and which pieces of evidence were particularly damning for either side, it often must have been difficult to predict the interaction of all the evidence in a particular case. To take an example, most Athenians may have endorsed general values such as the importance of public service, family obligations, and honest fair dealing. Most Athenians also recognized many specific norms, such as the duty to care for and properly bury elderly relatives, the importance of respecting a man's wishes to will his money to whomever he

[40] Ellickson 1991:40-123.

wishes, and the immorality of forcefully seizing a disputed inheritance rather than pursuing legal avenues. But potential litigants in an inheritance case in which each side was supported by some of the values and norms listed above would find it difficult to predict a given jury's decision. It is important to distinguish here between predictability of outcomes as opposed to arguments. The types of arguments likely to be raised on either side of a particular case could easily be anticipated. Cultural knowledge can help predict the issues and arguments a jury will find relevant and how it is likely to react to each of those arguments, but cannot predict how the jury will weigh competing norms in any particular case. As far as we can tell, there was no clear hierarchy of norms in Athenian society that would permit a potential litigant to predict the outcome of a legal case.

Another, more promising, explanation is that many Athenians probably could have significantly reduced the effects of legal uncertainty by conducting their affairs with men with whom they had close ties whenever possible.[41] This would make it easier to settle their disputes through informal means without reference to the laws or recourse to the courts.[42] Members of the local community would be susceptible to informal pressures to stand by agreements and to conduct business honorably. Men who regularly did business together could be assured that each party had incentives to act fairly to preserve the ongoing relationship. This is what legal scholars call "relational contracting" – the tendency of market players to abandon short-term self-interest in individual exchanges for the sake of developing and maintaining an ongoing trading relationship.[43] Even when concluding single transactions with men outside the local community, one could expect that the fear of a tarnished reputation and negative gossip might prevent merchants and other businessmen from engaging in extremely unscrupulous behavior.[44]

But informal means of social control could not compensate completely for the high level of legal uncertainty surrounding contracting and other private law transactions in Athens. It has been found that informal norms are least effective in regulating conduct when the actors do not have close social ties or an ongoing business relationship, or when the stakes of a dispute are high.[45] It would be difficult for most Athenians to deal exclusively with members of one's small local community. Presumably Athenians would purchase some items from specialized venders whom they did not know (or know of) in the market of Athens or the

[41] Examples of Athenians transacting with relatives, neighbors, or close friends: Dem. 33.6-7; 53.9; cf. Dem. 35.6-7.

[42] Ellickson (1991) has shown that contemporary Americans in close-knit communities, who have imperfect access to predictable legal enforcements because of the high cost of litigation, are able to order their affairs effectively "without law," by reliance on trust and informal control over anti-social behavior.

[43] Bernstein 1992; 1996.

[44] On the importance of gossip as a means of informal social control, see Hunter 1994: 96-119.

[45] Ellickson 1991:94, 250-51.

Piraeus.[46] Even when individuals had extremely close social ties, such as a family or neighborly relationship, informal means of social control would often prove inadequate to order private transactions if the stakes in the dispute were high. The surviving court speeches suggest, for example, that where a significant inheritance was in dispute, family members often turned to the formal legal rules and processes. Relational contracting must have helped to reduce the cost and burden caused by legal uncertainty, but it does not completely explain the Athenian approach to predictability in non-maritime cases.

The final explanation I can offer for why the Athenians tolerated less legal predictability in non-maritime than in maritime cases is the democratic commitment to jury discretion. Athenian jurors may have valued their ability to enforce unwritten norms of fair dealing and good conduct in reaching their verdicts in the popular courts. The adoption of a narrow relevance regime focusing on the terms of the contract in non-maritime cases would have detracted from the democratic juries' ability to wield their influence on Athenian life. In *dikai emporikai*, on the other hand, the common participation of foreigners may have isolated maritime business activity from the everyday social interactions in which the Athenian juror took great interest.[47] Regardless of the actual extent of citizen participation in maritime trade, the port of the Peiraeus was thought of as "a world apart" from city life, and commercial activity was always considered different and separate from more respected economic pursuits.[48] In this sphere, Athenian jurors probably saw less value in enforcing fair play and insuring a just resolution that took account of the particular circumstances of the case. On the other side of the ledger were the considerable economic advantages associated with the more narrow, legal approach of focusing on the written contract used in maritime cases. In this one area of law, the costs associated with discretionary justice outweighed the benefits, and steps were taken to narrow the range of evidence considered relevant to the jury in an effort to enhance the predictability of verdicts and thereby facilitate trade.

---

[46] Swords and shields for military service and other such items were unlikely to be produced in local areas and may have been obtained while visiting the city to attend festivals, the assembly, or to serve in the courts. Theophrastus' citizen *agroikos* (*Char.* 6) attends the Assembly while he is in the city shopping and running errands.

[47] The locus classicus for the (idealized) quality of these interactions is the *epitaphios* in Thucydides 2.37.2-3.

[48] von Reden 1995; Garland 2001:58-100.

BIBLIOGRAPHY

Avramović, S. (1997) *Iseo e il diritto attico*.

Bernstein, L. (1992) "Opting Out of the Legal System: Extralegal Contractual Relations in the Diamond Industry" *Journal of Legal Studies* 21:115-157.

—. (1996) "Merchant Law in a Merchant Court: Rethinking the Code's Search for Immanent Business Norms" *University of Pennsylvania Law Review* 144: 1765-1821.

Carey, C. & R.A. Reid (1985) *Demosthenes. Selected Private Speeches*.

Christ, M.R. (1998) *The Litigious Athenian*.

Cohen, D. (2003) "Writing, Law, and Legal Practice in the Athenian Courts" in H. Yunis, ed., *Written Texts and the Rise of Literate Culture in Ancient Greece*, 78-96.

Cohen, E.E. (1973) *Ancient Athenian Maritime Courts*.

Ellickson, R.C. (1991) *Order without Law: How Neighbors Settle Disputes*.

Garland, R. (2001) *The Piraeus*.

Gernet, L. (1938) "Sur les actions commerciales en droit athénien" *REG* 51:1-44.

Hardcastle, M. (1980) "Some Non-legal Arguments in Athenian Inheritance Cases" *Prudentia* 12:11-22.

Holmes, O.W. (1997) "The Path of the Law" *Harvard Law Review* 110: 991-1009 (reprint of 10:459 (1897)).

Hunter, V.J. (1994) *Policing Athens: Social Control in the Attic Lawsuits, 420-320 B.C.*

Isager, S. & M.H. Hansen (1975) *Aspects of Athenian Society in the Fourth Century B.C.*

Lanni, A. (2005) "Relevance in Athenian Law" in Cohen & Gagarin, eds., *Cambridge Companion to Ancient Greek Law*, 112-128.

—. (2006) *Law and Justice in the Courts of Classical Athens*.

Paoli, U.E. (1930) *Studi di diritto attico*.

Reed, C.M. (2003) *Maritime Traders in the Ancient Greek World*.

Rose, C.M. (1988) "Crystals and Mud in Property Law" *Stanford Law Review* 40:577-610.

Todd, S.C. (1993) *The Shape of Athenian Law*.

von Reden, S. (1995) "The Piraeus – A World Apart" *G&R* 42:24-37.