The inscription from Orchomenos I.G. 7.3172, dated between 222 and 215 B.C., is well known to the specialists in epigraphy and in Hellenistic history. From it Nikareta emerges as a woman of formidable stature. Her career, as revealed in this inscription, is regarded by some scholars of women's studies as, at best, an exception to a rule. This rule is apparently that, a priori, women in the Hellenistic period, like their grandmothers in the Classical, are at the most "powers behind the throne," in Lefkowitz's phrase. Nikareta is one of several score exceptions.

The document is long and complicated, and it has been looked at particularly from the point of view of Boiotian history and chronology. It consists of two Psephisms of the People of Orchomenos, a series of defaulted notes, a "contract" (οούγγραφος), an agreement (ὁμολογά) and a memorandum of payment. The precise chronology and sequence of events has not been aided by some uncertainty about whether the local calendars of Orchomenos and Thespiai correspond with one another, or with the Boiotian Federal calendar. It seems, however, from the studies of P. Roesch that there is a substantial agreement among them, at least for the order and the naming of the months, even if there were variations in intercalation and so of their exact correspondence. The years were in each case named after the particular official for the jurisdiction; for this part of Hellenistic Boiotia lists of eponymous officials are scrappy.

First (paragraphs I and II) there is an introduction and a probouleuma from the Council of Orchomenos, dated to the month Alalkomenios II, presented to the Damos of Orchomenos and passed by them as a Psephism, authorising final payment and the inscribing of the inscription, with a schedule of what it will
contain. Second (III), another probouleuma, in the third month prior to the one above, Damatrios, introduces another Psephism by the Damos, which indicates the amount agreed upon by the City and Nikareta in lieu of several defaulted notes, namely 18,833 silver drachmas. Third, a list of the defaulted notes (IV), four of them, is included in the Psephism. They were all due in the twelfth month (Alalkomenios) of the Archonship of Xenokritos at Thespiai, which must be at least a year previous to the current year of Epitelios at Thespiai,\(^3\) all listed in the chronological order in which they were drawn during the year of the Archonship of Lioukistos at Thespiai, which in turn must be at least one year prior to that. The notes had totalled 17,585 drachmas and 2 obols, but accrued interest and late penalties presumably at least equalled the agreed sum of 18,833 drachmas to be paid by the end of the month. Then fourth, the name of the Secretary of the Treasury who was to pay and cancel the notes (V).

Apparently this Psephism contains the Orchomenian official reaction to the next section (VI), the so-called "contract." This document, the σούγγραφος, is not in the Boiotian, but in the Koine dialect. It is dated by the Boiotian Federal Archon, Onasimos. This means that it is a document of the Boiotian League, a Federal document.\(^4\) No month or day of issue is stated, but it requires payment by the time of the Pamboiotia to Nikareta, who apparently attended the session that gave rise to this document in person with her husband. It authorizes her to use all the facilities of the nomoi against all and sundry unless payment is made before the date of the Pamboiotia; these were a series of games probably in the tenth month (Pamboiotos) of the Boiotian year. As a σούγγραφος, it seems to be a declaration based on an opinion of the Federal courts, perhaps given by the Nomophylakes.\(^5\)

Sixth, the next section (VII) is an agreement (όμολογον) dated to the ninth month (Panamos) a month prior to the tenth (Pamboiotos). It is another Federal document, again dated by the Federal Archon, in which various prominent citizens of Orchomenos "as seem best to Nikareta" (ώς κα δοκημάδει Νικαρέτας) guarantee that the sum of 18,833 drachmas will be delivered to the Bank in Thespiai at a date in the twelfth month (Alalkomenios). This is two months later than the date laid on in the σούγγραφος (VI), and must represent some modification agreed upon by both parties. Apparently there has been trouble about the delivery of the funds, and it seems that the City gained an extension of two months. Nonetheless, the City faces a huge charge if it fails to have the money by the deadline. On the other hand, Nikareta is compelled to accept the funds on that date, or face heavy penalties, too. Otherwise, one may

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\(^3\) Roesch, *Thespies*, 147. Roesch counts five not four notes, presumably because of the omission of the συνάλλαγμα in line 73.

\(^4\) Roesch, *Thespies*, 149. He has the agreement preceding the contract, and both preceding the second Psephism. The chronology presented here is one that makes better sense of the material.

\(^5\) Roesch, *Thespies*, 150-152.
inter, she might be tempted by the penalties for delayed payment to refuse to accept the payment on the due date.  

The last section (VIII) is the notification that all the money has been paid to Nikareta at the Bank as had been agreed, but upon a date in the thirteenth month, an Alalkomenios to be sure, but an intercalated one.

The chronology seems to be:

1) Money to the total of 17,585 drachmas and 2 obols was lent to Orchomenos by Nikareta in the Archonship at Thespiae of Lioukistos, on the fifth (Thyios), sixth (Homoloios), and seventh (Thelouthios) months. The first note may actually be a renewal of a previous loan of 1000 drachmas, plus accrued interest; a "rollover," in commercial vocabulary.

2) On the due date at the beginning of the twelfth month (Alalkomenios) in the following year (or even later), in the Archonship of Xenokritos at Thespiae, the notes were defaulted.

3) Some time thereafter Nikareta appeared in person to demand her money, but it was not forthcoming.

4) Some time later, but well before the ninth month (Panamos) in the Federal Archonship of Onasimos, probably also in the Archonship at Thebes of Epitelios and at Orchomenos of Polykrates, Nikareta took action. She appeared before the Nomophylakes or some other Federal Boiotian court and obtained the declaration on which the σουγνραφος is based. This stated that she had to be paid by the Pamboiotia, presumably by some date in the tenth month (Pamboiotos). This was apparently not possible, and

5) By the ninth month (Panamos) of the same year the agreement, the ομολογία, put off the date of repayment to the twelfth month (Alalkomenios), but put in a fearsome array of guarantees for the payment, while various prominent citizens have to stand by as guarantors.

6) This agreement is the basis of the second Probouleuma and Psephism (para. IIIff.), which promise payment by the end of the eleventh month (Damatrios), which means, presumably, the beginning of the twelfth (Alalkomenios).

7) Payment is finally made in the memorandum (para. VIII), but on the 11th of Alalkomenios II (the thirteenth, intercalated month).

8) The first Probouleuma and Psephism were passed and the inscriptions authorized on the 26th of Alalkomenios II.

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6 D M Schaps, Economic Rights of Women in Ancient Greece (Edinburgh, 1979) 64, argues wrongly that this was simply to stop her from going back on the agreement and refusing to accept the small sum offered.
The story behind this complex document is fairly straightforward. Nikaretta lent a largish sum of money to the City of Orchomenos through a series of promissory notes; these were issued at intervals, but they all fell due at the same time. It should be remembered that until the time of Colbert in France and Montague in England, in the latter part of the seventeenth Century, it was never a sound policy to lend money to a state. History is littered with the bankruptcies of Fuggers, Scrovegni and others who were unwise enough to lend to princes and powers. If the governments defaulted, there was no real recourse, as various modern banks are finding still holds true for their loans to various South American countries.

Nikaretta may not have been very wise, or, at the least, she may have been taking a considerable risk. It seems that she may have previously extended one of the notes. This at least is a possible explanation for the odd sum of 1085 drachmas and 3 obols in one of the notes. A loan of 1000 drachmas overdue by about one year and two months (plus intercalary days) at 7% would give about that total. If the practice of discounting were also in vogue, that is, not advancing the face value of the notes but a smaller amount, one might envision a situation where Nikaretta deliberately undertook the risk for a handsome profit.

At any rate, on the due date in the Archonship of Xenokritos Orchomenos defaulted. Nikaretta appeared at Orchomenos in person to demand her money. It was not forthcoming. The authorities apparently did not have it, and would not have it until the taxes came in. There was apparently no assurance when that would be.

Fortunately for Nikaretta the City of Orchomenos was not fully sovereign; it was a member of a federation, the Boiotian League. Nikaretta went in person (with her husband along as κύριος)7 to the Federal Courts; there she got an opinion against the City, the Polemarchs and the sureties. She was empowered to proceed against any and/or all of them “in accordance with the law,” then a provision with a suitably sinister ring “in whatever way she may desire.” Armed with this she got the City to agree to pay to her all that was owed plus a late penalty amounting to about 7%. The Polemarchs were to charge it against themselves and recoup themselves from the levy. The due date, however, was apparently really not feasible, and “they persuaded her to accept,” as the inscription puts it, an extension for two months.

An “agreement” was soon signed under Federal auspices, in which various worthies of Orchomenos, selected by Nikaretta (who seems to have had a good knowledge of who was who in Orchomenos), were to give the sum and ultimately recoup themselves from the City revenues.

The agreement was enshrined in a Psephism of the People; this time it was kept, more or less. The monies were duly paid over to Nikaretta at the Bank of Pistokles in Thespiai in a month of Alalkomenios, an intercalary month, a month

7 Schaps, Economic Rights, Chapter 4, 48 60, discusses the economic authority of the kyrios what little there was at this time.
later than was envisaged. Then the whole thing was inscribed. Why? It might be that Nikareta insisted as part of the deal for the extension that the whole story had to be published, but we would suggest that it was not simply Nikareta’s desire to rub the City’s nose in the fact that they could not get away with defaulting against her. It seems more likely that the credit of Orchomenos had dropped so low that some way had to be taken to demonstrate that no matter what, Orchomenos would cover its debts sooner or later. Very possibly, too, it was to protect Orchomenos against further claims from Nikareta and/or her heirs. It would be a clear record that she had eventually been paid in full.

Several points need to be emphasized. First, Nikareta and no one else, certainly not her husband, lent the largish sum of 17,585 drachmas and 2 obols to the City of Orchomenos. She is a woman with large sums of disposable money in her own right. She has control of them, and she disposes of them as she sees fit. Second, Nikareta is apparently not a banker, since she uses the Bank of Pistokles in Thespiai. Third, Nikareta is her own person as an individual. She has her own patronymic (Θίωνος), and, though she has a husband, she is not titled as his. He is “present” (παρών) twice as the kyrios. The participle implies that he is there as an observer, in a formal way, not directly concerned. At the most he might be holding a watching brief for the family. Fourth, she operates legally as a person, drawing notes, bills of exchange, and engaging in business. She may have had to use her kyrios in certain legal activities, but it is clear that his presence was purely formal, a vestigial survival in certain circumstances. Fifth, she has considerable personal liberty and mobility. She appears in person at Orchomenos to demand her money. Thespiai to Orchomenos is a distance of some sixty km. She appears at the Federal Court. She was clearly travelling out of doors and was far from secluded. She is present at the bank when the money is finally paid over, and we can well believe that she was personally involved and present in all stages of the negotiations and lawsuits; the City had to persuade her (and not anyone else) to accept the finally agreed sum. Sixth, to judge by the story inscribed on the stele, and the fact that it is inscribed on a stele, she was of considerable influence and power.

Seventh, Nikareta can and does go personally to court, both locally and to the Federal Boiotian. She is informed that she may take a legal action in whatever way she (not her kyrios) pleases (πραττούσι [in the feminine dative] διαν ἄν τρόπον βούληται) She obviously pleads her own cases, even though she may have an attorney (καν ἄλλος ἐπιφέρη ὑπὲρ Νικαρέτας). Her conduct

8 M Feyel, Contribution à l’épigraphie béotienne (Publications de la Faculté des Lettres de l’Université de Strasbourg, 95 Le Puy, 1942) 1521, argues that the object of a similar decree at Akraiphia was to assure lenders that the state would honour its commitments, and thereby encourage the public to lend money.
10 As Schaps, Economic Rights, 491, points out.
11 Roesch, Etudes béotientes, 389f
suggests that she is expert in legal practice. The idea of a woman pleading her own cases personally in her own name is one that needs to be considered carefully, since the evidence from this inscription is unequivocal. Nikareta does not conform to the conventional picture that we have of Greek women, even of the Hellenistic Age.

She controls her own property; she engages in commercial transactions; she draws, negotiates and executes all sorts of commercial paper; she can and does appear in various parts of Greece as her business dictates; she launches suits in her own name; she pleads her own cases in person, with her husband appearing only as a legal shadow or as a representative of the family; she deposits her own money.

Many authorities, as we indicated above, argue that Hellenistic women like Nikareta are exceptions; they are not on the pattern of the overwhelming majority of Greek or Hellenistic women. The "pattern" is apparently that described inter alia by Lefkowitz, in which women cannot take the law into their own hands, can speak out only in emergencies, are limited to familial concerns, can affect the course of political events "only if they act through or on behalf of the men in their families," and when they act otherwise, as at Sparta, they cause (at least in the eyes of men) nothing but trouble. Even all the women who are honoured in numerous inscriptions are "never given a real place on the town council or an actual vote in the assembly." In fact, "due credit was always given to the men in the families." Even the most capable Hellenistic queen "worked through or at least with the presence of a titular male consort." Women who spoke out on their own behalf were criticized for being selfish, licentious and avaricious. A paradigmatic figure was Aretaphila, who, after a life of administrative vigour and considerable adventure and violence returned to the loom and the bosom of her family, a kind of female Cincinnatus-- from the loom to action, then back to the loom.

Van Bremen takes the "pattern" in a slightly different direction, though she agrees that the traditional ideas on women had changed little from those of the Classical Age in the course of the Hellenistic and Roman periods. She argues that the fact of even nominal male tutela confirms "ideologically the persistence of an idea that women needed a male guardian." She explains the hundreds of honorific inscriptions as resulting from the disappearance of the distinction between private and public life for the upper classes; the dynastic principle

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12 Roesch, Thespies, 149.
13 For Hellenistic women with legal rights, including the holding of magistracies and being proxenoi, see S. B. Pomeroy, Goddesses, Whores, Wives and Slaves (New York, 1975) 126, de Ste Croix, CR 84 (1970) 273-278.
14 E.g., Pomeroy, Goddesses, 126.
brought everyone of the kinship group, men and women alike, into the family of the rulers.

This "pattern" delineated by Lefkowitz and Van Bremen does not match the evidence, that is, what the inscriptions actually say. Nikareta's inscription shows her in activities that contradict every one of Lefkowitz's points. Nikareta is certainly ready to apply to the law herself; Nikareta takes vigorous personal action through it. She does not seem to be restricted in speaking out to emergencies, and she is apparently not limited to family concerns or acting through or on behalf of the males in the family. Many other inscriptions reveal other Greek women violating the pattern. The cherished idea that Athenian women could not own property\(^{17}\) is flatly contradicted by inscriptional evidence, like that of I.G. II (ed. min.) 13246/7 [SEG 33 (1983) 173], which indicates the boundary between two women's estates. Women do a considerable number of the manumissions recorded in Greece, as may be seen in inscriptions from Epiros,\(^{18}\) Macedonia\(^{19}\) and at Delos\(^{20}\). They will real property, and considerable amounts of it, as they see fit, in various parts of Greece.\(^{21}\) They are clearly the wielders of great power and influence even in such backwaters as Boiotia, as inscriptions other than Nikareta's make clear.\(^{22}\) Kopai, for example, honours Kleuedra and Olympichia, at a date shortly after 200, for remitting debts in return for pasture rights.\(^{23}\) This is done in exactly the same manner as that used for other (male) lenders.\(^{24}\) In Kleuedra's and Olympichia's case not even a vestigial kyrios appears. They personally controlled their own considerable affairs. It is time, therefore, to look with an unbiassed eye at the inscriptions, and from them draw a picture more in consonance with the evidence. Clearly the "pattern" does not apply to Nikareta or to several other women, such as Kleuedra and Olympichia. A revision is necessary.

To explain all these women as exceptions seems unsatisfactory; to dismiss the possibility that they took on an active social role seems unwarranted. To argue for anything more than a formal role for the kyrios seems captious. We suggest that it might be a better hypothesis to hold that most people in the Hellenistic period were humble; that the tasks of child-bearing and child-rearing, in addition to the hard agricultural labour required of the great majority of both sexes, restricted women more stringently than men. If the station in life was high

\(^{17}\) E.g., Lefkowitz, in Cameron and Kuhrt, Images of Women, 55; but cf. de Ste Croix, CR 84 (1970) 273-278.

\(^{18}\) SEG 33 (1983) 475.

\(^{19}\) SEG 33 (1983) 532.

\(^{20}\) BCH, Suppl 10.

\(^{21}\) Cf. IG 12 3 330, 329 4 840.

\(^{22}\) P. Roesch, "Les femmes et la fortune en Béotie," in La femme dans la monde méditerranéen 1 L'Antiquité (Travaux de la Maison de l'Orient, no 10, 1985). The point was made long ago by Homolle, BCH 50 (1926) 99, following Fustel de Coulanges and P. Guirard.


\(^{24}\) Feyel, Contributions, 1521, for references to similar inscriptions for Kallon of Akraiaphia and Euboulos of Elateia, cf. also Feyel, BCH 61 (1937) 221-224, for the form of such documents, including Nikareta's.
enough for such tasks to be minimized, for the time spent on them to be passed on to domestic staff, then both men and women had an equal chance in most walks of life.

A "pattern" of this sort would go a long way towards explaining the Nikaretas. Argippes, Aretaphilas, the Kleuedras and the others who leave a fair number of inscriptions behind. Nikareta would no longer be an exception.