

## ZPE 138 (2002)

## TWO ATTIC ENDOWMENTS

In 1959 David Lewis published an inscription found in the Agora, which he saw belonged to *IG II<sup>2</sup> 334*.<sup>1</sup> We can read and understand most of the new fragment thanks to Lewis' brilliant restorations. But the text remains frustratingly incomplete and has defied satisfactory restoration in several places. The general picture is clear. The *nomothetai* resolve that a board of officials, presumably the *pōlêtai*, let a territory called the Nea (A.7–8). The rent and a 2%-tax (12, 14–15) are to underwrite the celebration of the Lesser Panathenaia. Next, the text mentions an obscure contingency for action when and if revenues reach two talents (16–17), at which point the money appears to become Athena's (18). By this law two sources of revenue, property under lease and taxable assets, were permanently encumbered, or endowed, to fund the Lesser Panathenaia. No one has explained precisely how this mechanism for securing the permanent funding of cult worked.

Lewis alone tried. Realizing that the key lines are A.15–18, he suggested the following restorations:<sup>2</sup>

... χωρι[σθεισαν],

16 [ἕπως ἂν ἡ πρό]σοδος γένηται δυοῖν ταλάντο[ιν κατὰ ἐν]-  
[ιαυτὸν ἀπὸ τ]ῶν κτημάτων τῶν ἐν τῆι Νέα[ι] κ[αὶ τῆς . . . ]  
[ . . . ὥστε ὑπά]ρχειν τῆι 'Αθηνᾶι τοῦτο [τὸ ἀργύριον . . . ]

... partitioned so that the revenue from the properties in the Nea and the ... amount to two talents each year ... so that this money belongs to Athena ...

Lewis suggested that *IG II<sup>2</sup> 334* contained a decree of the people “apparently in amendment of a *probouleuma* of the boule, which also must have stood on the stone, since lines 16–17 of the old fragment presuppose information which cannot have stood in our law.”<sup>3</sup> B.16–17 (also B.23) tell us that 41 minas were collected in rent on the Nea. Thus, Lewis attempted to account for the disparity between the anticipated income of two talents (A.16) and the 41 minas (B.16–17) actually collected—it is unlikely that the assessors misjudged the productivity of the land by 200%. He suggested that the seven spaces left in lines 17 and 18 held the name of a second property whose rent would have made up the difference. The amount of the rent, however, cannot have been known at the time the *probouleuma* was moved or the law passed. It can only have been known after the lease was auctioned to the highest bidder (A.7–10).<sup>4</sup> Thus, it may be best to follow the ingenious suggestion of Rosivach that the *probouleuma* may not have been on the stone at all, and that *IG II<sup>2</sup> 334* is a compilation of “excerpts from other inscriptions, now lost, containing the full text of the decree and the related law also found on our stone.”<sup>5</sup>

Lewis proposed another set of tentative restorations:

<sup>1</sup> D. Lewis, “Law on the Lesser Panathenaia,” *Hesperia* 28 (1959) 239–247 = *Selected Papers* 252–262; the stones do not join but Lewis was able to associate them on the strength of “content, lettering and spacing” (239). For editions see **New fragment**: Lewis, *Hesperia* 28 (1959) 239–247 (photo of stone) [*SEG XVIII* 13; Pleket, *Epigraphica* I 25]. **Complete**: Sokolowski, *LSCG* 33; Schwenk, *Athens in the Age of Alexander* 17; Woodhead, *Agora XVI* 75; Walbank, *Agora XIX L7* (A, B 41–50). Date: 336–333, probably 336/5, Lewis, *Hesperia* 28 (1959) 240. Images of squeezes at: <<http://www.csad.ox.ac.uk/CSAD/Images/00/Image46.html>>; <[...CSAD/Images/Large/AgoraI5477.jpg](#)>, <[...Small/IGII\(2\)334\(72\).jpg](#)>, <[.../Large/IGII\(2\)334.jpg](#)>.

<sup>2</sup> Lewis, *Hesperia* 28 (1959) 245, on suggestions by Woodward.

<sup>3</sup> Lewis, *Hesperia* 28 (1959) 239.

<sup>4</sup> Lewis' restorations at A.7–10 have never been in doubt: τὴν μὲν ἰ Νέαν μισθοῦτω[σαν δέκα ἡμέραις πρότερον] ὕ[ . . . 7 . . . ] οἱ πωλῆται δέκ[α] ἔτη κατὰ δικληρίαν τῶι τὸ π[λείστον] δίδονται.

<sup>5</sup> V. J. Rosivach, “IG 2<sup>2</sup> 334 and the Panathenaic Hekatomb,” *PP* 261 (1991) 430–442, at 431 with n. 5.

... χωρὶς τῶν ἄλλ-

- 16 [ων. ἐὰν δὲ πρό]σοδος γένηται δυοῖν ταλάντο[ιν κατὰ ἐν]-  
[λαυτὸν ἀπὸ τ]ῶν κτημάτων τῶν ἐν τῇ Νέα[ι] κ[αὶ τῆς πεντ]-  
[ηκοστῆς, ὑπά]ρχειν τῇ Ἀθηνᾶι.

... separate from the other (taxes). If revenue from the properties in the Nea and the *pentēkostē* amount to two talents each year then (sc. the revenue) shall belong to Athena.

Here we have, Finley suggested to Lewis,<sup>6</sup> provisions for the disposition of surplus revenue, whereby money above a certain threshold reverted to Athena. But the Greek, as restored, simply states that if and when the revenue reached a certain level the entire sum, not an undefined surplus, should go to Athena.

Sokolowski evidently saw this and restored A.15–16 as follows: ... χωρὶς ἐκάστην. ἴσταν δὲ ἢ πρό]σοδος γένηται δυοῖν ταλάντο[ιν (... each separately. When the revenue reaches two talents ...).<sup>7</sup> The restoration in 15 is too long by one letter, but I suggest that Sokolowski recovered the sense, and that the scheme provided for the sheltered accrual of income before activation of the endowment. In other words, the endowment was not to begin its normal cycle of spending until the revenue accruing from the *pentēkostē* and the rent on the properties in the Nea had reached the critical mass of two talents. The famous endowment from Corcyra contains such a provision.<sup>8</sup> There the founders dedicated 120 minas but stipulated that the endowment be activated only when the principal had matured to 180 minas. I suggest that the Attic endowment enjoyed a similar maturation period. Once the principal reached two talents it would be lent on an annual cycle, in addition to the other sources of revenue.

If this suggestion is correct then several other restorations may follow. I propose to restore:

- 16 [ἴσταν δὲ ἢ πρό]σοδος γένηται δυοῖν ταλάντο[ιν ἀπὸ τῆς]  
[μισθώσεως τ]ῶν κτημάτων τῶν ἐν τῇ Νέα[ι] κ[αὶ τῆς πεντ]-  
[ηκοστῆς, ὑπά]ρχειν τῇ Ἀθηνᾶι τοῦτο [τὸ ἀρχαῖον ἐς τὰ]-  
[ς θυσίας Παν]αθηναίων τῶν μικρῶν, τ[ῶν ἐνεστηκότων ἀ]-  
20 [ποδέκτων με]ριζόντων αὐτὸ εἰς ταῦ[τα τοῖς ἱεροποιο]-  
[ίς· ἐκδανεισμ]ὸν δ' εἶναι καὶ τ(ᾶ)μ προ[σόδων· τὰ δὲ κτήμα]-  
[τα τὰ ἐν τῇ Νέ]αι μισθοῦν καθ' ὃ [ . . . . .<sup>16</sup> . . . . . ]

21: τομ stone.

When the revenue from the lease of the properties in the Nea and the *pentēkostē* reach two talents, this principal/sum shall belong to Athena for the sacrifices in the Lesser Panathenaia, the *apodektai* in office disbursing it to the *hieropoioi* for this purpose. There shall be a lending also of the revenue. (The *pōlētai*) shall lease the land in the Nea according to what ...

Ἐκδανεισμὸν is attested elsewhere to describe the lending of endowed money.<sup>9</sup> At the end of A.19 τ[ῶν ἐνεστηκότων] seems secure.<sup>10</sup> The presence of ἐς (A.18) and εἰς (A.20, B.6, 26, 30) in the same document is not uncommon.<sup>11</sup> In 20 the syntax of our με]ριζόντων differs from Lewis'. The syntax of

<sup>6</sup> Lewis, *Hesperia* 28 (1959) 245.

<sup>7</sup> Cf. *IG* XII.2 5.38: πάντες καὶ χωρὶς] ἕ[κ]αστος; *LSCG* 78.14, 154.A.10 are restored.

<sup>8</sup> B. Laum, *Stiftungen in der griechischen und römischen Antike: Ein Beitrag zur antiken Kulturgeschichte* (Leipzig 1914) no. 1.12–14, 76–78.

<sup>9</sup> Laum, *Stiftungen* no. 50.4–5; M. Calvet and P. Roesch, "Les Sarapieia de Tanagra," *RA* (1966) 297–332 ll. 57–58

<sup>10</sup> Kent Rigsby kindly suggested this to me. Παν]αθηναίων τῶν μικρῶν τ[ῶν κατ' ἐνιαυτὸν ἀποδέκτων με]ριζόντων gives the right number of letters, but fails on grounds of pleonasm.

<sup>11</sup> *IG* II<sup>2</sup> 111 (363/2): εἰς δὲ τὴν ἀναγραφὴν (25), κατελθόντ[ε]ς ἐς Ἰ Κέω (30–31), εἰς τὸ πρυτανεῖον ἐς ἰ αὔριον (55–56); 124 (357/6): εἰς τὸ πρυτ[α]νεῖον ἐς ἀ]ῦριον (12), εἰς Ἐρ[ε]τριαν καὶ Χαλ[κ]ίδα καὶ ἐς Ἰ Ἐστι]αίαν (16); 295 (before

the decree follows δεδόχθαι (A.7). Thus, with the exception of the initial legal subjunctive μισθοῦ-τω]σαν (A.8),<sup>12</sup> stipulations are expressed with complementary infinitives: πωλεῖν (A.12), προγράφειν (A.13), ὑπά]ρχειν (A.18), εἶναι (A.21), μισθοῦν (A.22). Thus it is improbable that με]ριζόντων (A.20) is a third-person plural imperative as Lewis posits: οἱ δὲ ἀποδέκται με]ριζόντων (A.19–20). I suggest we understand a present participle in a genitive absolute, attached to the preceding clause.

As a package, the restorations may be offered on straightforward economic considerations. The sum of the rent collected, 4,100 drachmas (B.16–17), which Lewis viewed as problematic,<sup>13</sup> and which prompted Woodward to posit the existence of a ghost-property,<sup>14</sup> may have a sound basis in reason. The revenue generated from one year's *misthōsis* of the Nea,<sup>15</sup> 41 minas, was just over one-third the amount of the target-principle, two talents. The *pentēkostē* would have varied from year to year, but the *misthōsis* of the Nea was fixed, every ten years.<sup>16</sup> The contract to lease the Nea went to the highest bidder (A.9–10). Perhaps bidding opened at 4,000 drachmas and increased by established increments, as may have been done with the so-called *rationes centesimarum*.<sup>17</sup> If bidding did start at 4,000, then in the unlikely event that no one bid up the opening price and no *pentēkostē* was collected, the two-talent threshold would be reached in three years, precisely the number of years in a Panathenaic cycle in which the Lesser Panathenaia were held.<sup>18</sup> Perhaps Aristonikos, who proposed the law, cautiously budgeted for the worst.

\*\*\*

Sometime in the third century BC the members of a private cult association became embroiled in a dispute over disposal of or access to some properties. Arbitrators were summoned. *IG II<sup>2</sup> 1289* describes the settlement. The stone contains the end of the oath sworn by the disputing parties at the resolution of the conflict (1–3), the terms of the resolution (4–9) and a proclamation issued by the goddess and the *hestiatōr* of the association in which the terms are reiterated (10–22). The arbitrators pronounced three decisions: the properties belong to the goddess;<sup>19</sup> the properties are not subject to sale or hypothecation;<sup>20</sup> the revenues from the properties are to underwrite customary sacrifices by the priest in the

---

336/5): [ε]ἰς τὰ ἱερὰ (5), ἐς τὸ ἱερ[ὸν] (10); *Agora XIX L4a* (363/3): εἰς ἅπαντα τὰ ἱερὰ (26–27), ἐς ἅπαντα τὰ ἱερὰ (93, 94).

<sup>12</sup> If the restoration is correct; it is conceivable that a present active infinitive of an –αω verb ought to be restored.

<sup>13</sup> Lewis, *Hesperia* 28 (1959) 244–245.

<sup>14</sup> Lewis, *Hesperia* 28 (1959) 244.

<sup>15</sup> Robert, *Hellenica* XI–XII (1960) 189–203, placed the Nea in Oropos, which had only recently been restored to Athens by Philip in 338/7; M. K. Langdon, “An Athenian Decree concerning Oropos,” *Hesperia* 56 (1987) 47–58, at 56–57, suggests that the Nea was a newly risen volcanic island North of Lemnos, whose area was roughly 12 km<sup>2</sup>. It seems unlikely that a tiny unwatered island would have yielded such a large annual crop. It is hard to believe that Athens would have rested the financial viability of the Lesser Panathenaia on a volcanic outcrop. O. Hansen, “On the Site of Nea,” *Eranos* 87 (1989) 70–72, transferred the Nea from one insignificant island to another, Halonessos. See Rosivach, *PP* 261 (1991) 436–439. C. Habicht, *Athens, from Alexander to Antony*, trans. by D. L. Schneider (Cambridge 1997) 23, prudently follows Robert without discussion; also R. Parker, *Athenian Religion: A History* (Oxford 1996) 245. Lewis, *Hesperia* 28 (1959) 242, assumed that the word is cognate with νετός / νεός, indicating a plot's first year of cultivation after lying fallow. Also M. B. Walbank, “The Property of Aiantis and Aigeis,” *ZPE* 84 (1990) 95–99.

<sup>16</sup> If the restoration at A.9, [οἱ πωληταὶ δέκ] (α), is correct. Reference to the duration of the leasehold without εἰς is rare but attested; e.g. *IG I<sup>3</sup> 402.20–1*: τὴν γῆν τὴν ἐν Ῥηνεῖ]λαι τὴν ἱερὸν ἐμίσθωσαν δέκα ἔτη.

<sup>17</sup> On the ingenious suggestion of D. M. Lewis, “The Athenian Rationes Centesimarum,” in M. I. Finley, ed., *Problèmes de la terre en Grèce ancienne* (Paris 1973) 187–212, 194–195; cf. S. D. Lambert, *Rationes Centesimarum: Sales of Public Land in Lykourgan Athens* (Amsterdam 1997) 263–264. Official graded bidding, perhaps in increments of 25, 50 or 100 drachmas, may explain the sum of the rent, 4,100.

<sup>18</sup> What happened to the revenues every fourth year, when the Panathenaia were held? Could they have been spent on that greater festival?

<sup>19</sup> 5–6: τὰ μὲν κτήματ[α εἶναι τῆς] | θεοῦ.

<sup>20</sup> 6–7: μηθενὶ ἐξεῖναι μήτ' [ἀποδόσθαι] | μήτε ὑποθεῖναι.

company of the *orgeônes*.<sup>21</sup> Again, the details are obscure, but the general picture is clear. Two parties feuded over a property. The arbitrator solved the problem by endowing the property, rendering it inalienable and its proceeds permanently earmarked to fund annual sacrifice.

Several restorations in the proclamation by the goddess and *hestiatôr* may be proposed (the received text, l. 10–18):<sup>22</sup>

ἀπαγορεύει δὲ καὶ ἡ θεὸς κ[αὶ ὁ ἐστιάτωρ]  
 Καλλίστρατος μηθένα ὁ[ρ]γ[εῶνα τῶν κτη]-  
 12 μάτων τῶν ἑαυτῆς μηδ[ὲν ἀποδίδοσθαι μη]-  
 δὲ μισθοῦσθαι [ε]ἰς γ[ . . . . .<sup>16</sup> . . . . . ]  
 μηδὲ κακοτεχνεῖν μ[ηδένα τὰ περὶ τὰ ἑαυ]-  
 τῆς κτήματα μήτε τ[έχνην μήτε παρευρέ]-  
 16 σει μηδεμιᾶ ὡς[τε . . . . .<sup>12</sup> . . . . . προσό]-  
 δων λαμβανον[ . . . . .<sup>19</sup> . . . . . θύ]-  
 ειν ἑαυτεῖ [ . . . . .<sup>23</sup> . . . . . ]

[10] Both the goddess and the *hestiatôr*<sup>23</sup> Kallistratos proclaimed that no *orgeôn* shall sell any of her properties nor lease (sc. them) . . . , nor do evil to anything pertaining to her properties, neither by craft nor on any pretext, so that . . . revenue . . . sacrifice . . .

The joint proclamation by the goddess and the *hestiatôr* Kallistratos appears to have mirrored the ruling of the *dikastai* (4–9), upon which both parties swore. The goddess and Kallistratos did not repeat the arbitrators' ruling on ownership (5–6), but did re-affirm that against alienation. The arbitrators forbade sale (6) or hypothecation (7) of the properties. Together, the two stipulations amounted in practice to an enjoinder against alienation, whether purposeful or accidental. The revenues from the properties had an important and predetermined destination. To offer the properties as security would have posed too grave a risk to the continued celebration of the goddess' cult. The goddess and the *hestiatôr* seem to have reduced the stipulation against sale and hypothecation to a single basic prohibition, μηδ[ὲν ἀποδίδοσθαι] (12).

Next comes the pronouncement on disposition of revenues accruing from the properties. The arbitrators stated that the priest should sacrifice, in the company of the *orgeônes*, in accordance with ancestral custom, "from the revenues" (7–9). This is the longest of the arbitrators' three pronouncements, and the longest of the proclamations by the goddess, running from the end of line 12 through at least 18. Revenue from the properties, whether paid in cash or in kind, can only have come from working the land. Leasehold was a common and simple way for states and deities to secure income from their properties.<sup>24</sup> We may assume that the revenue accruing from the sacred properties of the goddess was rent in satisfaction of leases granted by the goddess.

<sup>21</sup> 7–9: ἐκ τῶν π[ροσόδων θύ]λειν τὰς θυσίας τὸν ἱερέα μετ[ὰ τῶν ὀργεῶν]ων κατὰ τὰ πάτρια.

<sup>22</sup> Kirchner, *IG II<sup>2</sup>* 1289; A. Wilhelm, "Griechische Inschriften rechtlichen Inhalts," *Pragmateiai AkAth* 17.1 (1951) at 18–19 [= *Akademischeschriften* III 391–506, at 412–413] (l. 10–18). Squeeze, Centre for the Study of Ancient Documents in Oxford (<<http://www.csad.ox.ac.uk>>); many thanks to Charles Crowther for assistance.

<sup>23</sup> Restored by W. Ferguson, "The Attic Orgeones," *HTR* 37 (1944) 61–140, esp. 84–86; κ[αὶ ὁ δήμαρχος ?] Köhler, *IG II* 842: κ[αὶ ὁ προφήτης] Kirchner: κ[αὶ ὁ ἐξηγητής ?] Nock in Ferguson 85 n. 32.

<sup>24</sup> Harpocration, *Lexeis* (ed. J. J. Keaney) A 196 ἀπὸ μισθωμάτων; M. B. Walbank, "Leases of Sacred Properties in Attica, Part I," *Hesperia* 52 (1983) 100–35; "Part II," 178–199; "Part III," 200–206; "Part IV," 207–231; idem, "Leases of Public Land," in G. V. Lalonde et al. eds., *The Athenian Agora XIX* (Princeton 1991); D. Behrend, *Attische Pachturkunden. Ein Beitr. z. Beschreibung der misthosis nach d. griech. Inschriften* (Munich 1970); D. Whitehead, *The Demes of Attica, 508/7–CA. 250 B.C.: A Political and Social Study* (Princeton 1986) 152–158; R. Osborne, "The Social and Economic Implications of the Leasing of Land and Property in Classical and Hellenistic Greece," *Chiron* 18 (1988) 279–323.

The stipulation starting μη]δὲ μισθοῦσθαι [ε]ἰς υ[, therefore, cannot have been an outright prohibition against leasehold,<sup>25</sup> but rather against a certain type of leasehold. Wilhelm saw as much and proposed to restore, [ε]ἰς π[ατρικὰ μηδενὶ μηδέν], which gives a line of 33 letters in a stoichedon text whose lines contain 32. Moreover, leases designated εἰς πατρικά are common around Mylasa and in scattered cases in Hellenistic Egypt and Syria,<sup>26</sup> but this phrase does not appear to be attested in Attica.<sup>27</sup> Moreover, a stipulation against heritable leasehold does not suit the context. The primary concern of the goddess, priest, *hestiatôr*, and *orgeônes* was to secure the smooth, annual delivery of cash so that the proper sacrifices could be funded and performed. Heritable leasehold is not inconsistent with that goal. In fact, it may have been viewed as attractive, insofar as it gave the family responsible for the properties vested interest in maintaining the land's long-term productivity. Heritable leasehold may have been commonly employed in ancient endowments.<sup>28</sup> The restoration [ε]ἰς π[ατρικὰ cannot stand.

I suggest that the lacuna contained a common stipulation against diverting encumbered funds from the expressed purpose of an endowment. It was common practice to stipulate against the allocation of endowed money εἰς ἄλλο τι / μηθέν *vel sim.*<sup>29</sup> A contemporary endowment from Eleusis suggests a phrase that appears to suit the context and space: μη ἐξέσω δὲ εἰπεῖν μηθὲνα τοῦτο τὸ ἀργύριον ὡς δεῖ ἄλλοθί που τρέψαι ἢ εἰς ἰ τὴν θυσίαν.<sup>30</sup> I suggest that line 13 be restored,<sup>31</sup> [ε]ἰς ἄ[λλο ἢ εἰς τὰς θυσίας].<sup>32</sup> The injunction that follows (14–16) offers further guarantee for the safety of the goddess' revenue by prohibiting all manner of misdeed directed against her properties. So much for the property.

Lines 7–9 tell us that the property was endowed so that the priest might receive the revenues and, accompanied by the *orgeônes*, perform sacrifice. This suggests that we restore 16–18 ὥσ[τε τὸν ἱερέα ἐκ τῶν προσό]ιδων λαμβάνον[τα μετὰ τῶν ὀργεόνων θύ]λειν.<sup>33</sup> On these proposals, the goddess and Kallistratos pronounced as follows:

<sup>25</sup> Cf. Osborne, *Chiron* 18 (1988) 284: "As a counter [to IG II<sup>2</sup> 1361 = SEG XIX 125, an apparent lease of land from the devotees of Bendis to the Athenians], it should be noted that a third-century document from a cult group specifically forbids the renting out of the property of the god." Also B. Dignas, "The Leases of Sacred Property at Mylasa: An Alimentary Scheme for the Gods," *Kernos* 13 (2000) 117–126, at 118 with n. 10.

<sup>26</sup> D. Behrend, "Rechtshistorische Betrachtungen zu den Pacht dokumenten aus Mylasa und Olymos," in *Akten des VI. Internationalen Kongresses für Griechische und Lateinische Epigraphik, München 1972* (Munich 1973) 145–168, at 148–153.

<sup>27</sup> This is not to say that heritable leasehold did not exist in Athens; it did in abundance: Behrend, *Attische Pachturkunden* 116. For the phrase εἰς τὸν ἅπαντα χρόνον to have any meaning the leasehold must be capable of some type of disposition; inheritance is only the most likely candidate.

<sup>28</sup> E.g. Laum, *Stiftungen* no. 45, 117; *I. Labraunda* 8.24.

<sup>29</sup> E.g. Laum, *Stiftungen* no. 1.108–109: εἰς δὲ ἄλλο μηθὲν μηθαμῶς ἢ μηδεμῖα παρευρέσει; no. 19a.6–7: [εἰς ἄλλο τι μετε]νεγκεῖν ἢ καταχ[ρή]σασθαι; 28.14: εἰς ἄλλο καταχρήσασθαι; no. 50.124–125: μετα]θειναι εἰς ἄλλο μηθὲν; 61.52–53, 55: εἰς ἄλλο ἢ μηθὲν ἢ καταχρήσασθαι ... καταχρήσασθαι εἰς ἄλλο μηθὲν; no. 64.7–8: εἰς ἄλλο ἢ κατατάξει μηδέν; 129.65: μετενεγκεῖν εἰς ἄλλο μηθὲν; no. 129.b.47–48: μετατεθῆναι τὰ χρήματα εἰς ἄλλο τι; L. Migeotte, *Les souscriptions publiques dans les cités grecques* (Geneva 1992) 58.1–7: καὶ μ[ὴ] ἐξείν[αι] τοῖς [χρήμασι] ἢ τοῖς συναγ]ομένοις ἐκ τῆς [ὑ]ποσχέσεω[ς] ἢ [εἰς ἄλλο κ]αταχρήσθαι μη[δ]έν ἢ εἰς τὰ ἢ [διατεταγ]μένα κατὰ τὸδε τὸ ψήφισμα ἢ [ἐὰν δέ τις γ]ράψῃ ἢ πρύτανις προ[θ]ῆι ἢ [ταῦτα εἰς ἄλλο τι μετενεγκεῖν ἢ καταχ]ρήσασθαι; IG XII.6 172.88–89: ἐὰν δέ τις ἢ πρύτανις προθῆι ἢ ῥήτωρ εἴπη ἢ ἐπιστάτης] ἢ ἐπιψηφίση, ὡς δεῖ προχρήσασθαι εἰς ἄλλο τι ἢ μετενεγκεῖν; also Laum, *Stiftungen* I p. 178–193. Cf. SEG XL 123.8–10, restored.

<sup>30</sup> SEG XXVIII 103.36–38.

<sup>31</sup> The Oxford squeeze shows only faint traces of a descender at the left; the traces alone would not rule out my A[, Kirchner and Köhler's N[ or M[, or Wilhelm's Π[ at 13.

<sup>32</sup> Such injunctions invariably ban allocation or disbursement for another purpose. I find no precise parallel for injunction against leasing for another purpose—though the two injunctions amounted to the same thing.

<sup>33</sup> For λαμβάνω with direct object suppressed see Xen. *Mem.* II.9.4: ἔφη ῥᾶστον εἶναι ἀπὸ τῶν συκοφαντῶν λαμβάνειν; in specialized sense, *Syll.*<sup>3</sup> 1044.14, 25 (ἀπο-). λαμβάνον[τα τοῦτο τὸ ἀργύριον θύ]λειν would fit the space but seems unlikely. Wilhelm thought that the lines continued the injunctions against misfeasance, restoring, "ὡς [τοῦ τι τῶν ἐαυτῆς προσό]ιδων λαμβάνον[τος παρανόμως προσκρού]λειν ἑαυτεῖ [δοκοῦντος ?]."

- μηθένα ὄ[ρ]γ[εῶνα τῶν κτη]-
- 12 μάτων τῶν ἑαυτῆς μηδ[ὲν ἀποδίδοσθαι μη]-  
 δὲ μισθοῦσθαι [ε]ἰς ἄ[λλο ἢ εἰς τὰς θυσίας]  
 μηδὲ κακοτεχνεῖν μ[ηδένα τὰ περὶ τὰ ἑαυ]-  
 τῆς κτήματα μήτε τ[έχνηι μήτε παρευρέ]-
- 16 σει μηδεμῖα, ὥσ[τε τὸν ἱερέα ἐκ τῶν προσό]-  
 δων λαμβάνον[τα μετὰ τῶν ὀργεῶνων θύ]-  
 εἰν ...

No *orgeōn* shall sell any of her properties nor lease for any purpose other than for the sacrifices, nor do evil to anything pertaining to her properties, neither by craft nor on any pretext, so that the priest, taking from the revenues, may sacrifice with the *orgeōnes* ...

Whereas the goddess condensed the arbitrators' prohibition of sale and hypothecation into a single injunction against alienation of any sort, she greatly elaborated their stipulation that the sacrifices be paid for ἐκ τῶν π[ροσόδων]. Ownership was less susceptible to creative interpretation and required little explanation, but where fungibles were concerned the rules of endowment rated more explicit precautions.

\*\*\*

The two inscriptions shed light on the intersection of social, economic and political behavior in fourth- and third-century Athens. In the first case the *polis* of Athens secured the continuity of important ceremony by funneling tax revenues and rents from state-owned properties into an endowment. The benefits of this creative gesture must have been numerous and obvious. Athenians enjoyed a religious festival. A new source of public money became available to would-be borrowers. At annual budgetary meetings Athenian citizens would, in theory, never again have to debate how to fund the Lesser Panathenaia.<sup>34</sup> In the second inscription certain lands were endowed in order to resolve a dispute over access to the property. When all was resolved the goddess held the property safe and secure, a private cult association secured a source of revenue with which to fund annual sacrifices,<sup>35</sup> and (perhaps valuable) land was permanently reserved for lease by eligible renters. In both cases a group of Athenians took stock of a tangled array of social, economic, religious and legal issues and sorted them out by means of the same rational, economic institution, the perpetual endowment. ὁ γὰρ ἄνθρωπος οὐ μόνον πολιτικὸν ἀλλὰ καὶ οἰκονομικὸν ζῶν.<sup>36</sup>

Cambridge, MA

Joshua D. Sosin

<sup>34</sup> Financing the Panathenaia: L. Shear, *Kallias of Sphettos and the Revolt of Athens in 286 B.C.*, [= *Hesperia* suppl. 17] (Princeton 1978) 38–39; J. D. Mikalson, *Religion in Hellenistic Athens* (Berkeley 1998) 109 n. 12, suggests that as to finances, “the festival’s date near the beginning of the fiscal year may always have caused difficulties.”

<sup>35</sup> N. Jones, *The Associations of Classical Athens* (New York 1999) 39–40.

<sup>36</sup> Arist., *Eth.Eud.* 1242a2–3.