

LEASES OF SACRED PROPERTIES IN ATTICA, PART IV

THE SEVERAL STELAI whose fragmentary texts I have discussed in Parts I, II, and III of this series are the records of leases granted to Athenian citizens and metics during the third quarter of the 4th century B.C. The leases were apparently negotiated by the State in behalf of several different Attic cults and may have been subject to decennial revision.¹

Several questions arise regarding these leases. These questions may be grouped under a number of headings, as follows: the leases themselves (how many were there originally, what was the total annual revenue to be derived from them, and what was the value of the properties recorded in these leases?); the location, size, and nature of the leasehold properties; the identity of the renters, guarantors, and lessors; the mechanics of issuance, encoding, and publication of these leases; and the date and circumstances of the entire series of leases.

For the convenience of the reader, I have tabulated and numbered the leases consecutively, with explanatory notes where needed, in Table 1. A second table, Table 2, contains an analysis, by type of property, of the range of rents to be found within this series. A concordance to *Pachturkunden* appears in the Appendix on p. 231.

TABLE 1: ANALYSIS OF THE LEASES ON ALL FIVE STELAI

Lease No.	Stele, Col., and Line	Type of Property	Location	Rent <i>p.a.</i> (dr.)	Renter's Deme	Guarantor's Deme
1	1, Ia. 5	House ²	Kydathenaion	?	Kydathenaion (metic)	Kydathenaion
2	9	House	Kydathenaion	175	Phlya	Auriadai
3	11	House	Kydathenaion	164	E[---] ³	Prasiai

¹ For the first three articles in this series, see M. B. Walbank, "Leases of Sacred Properties in Attica, Part I," *Hesperia* 52, 1983, pp. 100–135, "Leases of Sacred Properties in Attica, Part II," *Hesperia* 52, 1983, pp. 178–199, and "Leases of Sacred Properties in Attica, Part III," *Hesperia* 52, 1983, pp. 200–206. I am grateful to Professors M. H. Jameson, B. D. Meritt, T. Leslie Shear, Jr., and H. A. Thompson for their advice and comments. As ever, I acknowledge the immense assistance offered to me by Dr. D. M. Lewis. I am grateful, too, to Dr. M. K. Langdon for his comments and for permitting me to read a typescript of his essay on the functions of the Poletai, as well as other material that he has prepared for a forthcoming volume of the Agora Excavation Reports (*Agora XIX*, not yet in press).

Abbreviations listed in note 1 of Part I are those employed also here in Part IV. To these now add the following:

Andreyev = V. N. Andreyev, "Some Aspects of Agrarian Conditions in Attica in the Fifth to Third Centuries B.C.," *Eirene* 12, 1974, pp. 5–46

Finley, *Land and Credit* = M. I. Finley, *Studies in Land and Credit in Ancient Athens, 400–250 B.C. The Horos- and Credit Inscriptions*, New Brunswick 1951

Pachturkunden = D. Behrend, *Attische Pachturkunden* (= *Vestigia* 12), Munich 1970

² These houses form a block along the road from the (Athenian) Agora; their relative values are probably affected by the commercial advantages that accrue from proximity to the Agora.

³ E[---], P[---], or K[---]; if the last, perhaps K[ephale].

Lease No.	Stele, Col., and Line	Type of Property	Location	Rent <i>p.a.</i> (dr.)	Renter's Deme	Guarantor's Deme
4	14	House	Kydathenaion	130 ⁺⁴	Kydathenaion	K[----] ⁵
5	17	House	Kydathenaion	126	Rhamnous	Leukonoe
6	19	House	Kydathenaion	?	?	?
7	21	House and ?	?	?	?	?
8	1, Ib. 1	?	Sounion?	?	?	?
9	5	?	?	?	?	?
10	1, Ie. 9	House?	?	?	Leukonoe?	?
11	13	Temenos	Thria	?	?	?
12	16	Temenos and ?	Thria	?	?	?
13	20	Eschatia and ?	?	?	?	?
14	1, If. 2	?	?	+81 ⁶	?	Kephisia?
15	7	?	?	80	?	P[----]
16	10	?	?	+20 ⁺⁷	?	?
17	14	? and a house?	?	?	Alopeke?	?
18	18	?	?	?	?	?
19	1, Iib. 1	?	?	?	Hagnous	Phaleron
20	3	Temenos	Hermos	300	Euonymon	Kephale
21	7	Kepoi	Agrai	450	[Phal]eron	K[ettos?] ⁸
22	9	House	Alopeke	?	?	?
23	1, Iid. 1	House	? ⁹	176	[.3.]yle ¹⁰ (metic)	Cholargos
24	4	House	?	160 ⁺¹¹	Epikhephisia	Epikhephisia
25	8	House	?	30 ⁺¹²	Hamaxanteia	P[----]
26	11	House?	?	+3 ¹³	?	?
27	1, Iie. 1	?	?	82 ⁺¹⁴	Euonymon	Sypalettos
28	5	Chorion and house?	?	410	Paiania	Lakiadai
29	8	Chorion	[.3.]yle ¹⁰	351	Erchia	Erchia
30	12	House	Kollytos	636	Aphidna	{ Peiraieus } ¹⁵ { Peiraieus }
31	18	Temenos	Kynosarges?	350	Azenia	Koile
32	20	Temenos	Kynosarges?	681	Oinoe	{ ? } ¹⁵ { ? }

⁴ Between 130 and 145 dr.

⁵ K[ephisia]?

⁶ Probably no more than 81 dr.: cf. Lease no. 15, below.

⁷ At least 20 dr.; if this lease is of the same type as nos. 14 and 15 above, the rent is probably 80 dr.

⁸ K[ettos] or I[karion]; see Part I, pp. 113 and 128.

⁹ Very likely Agryle or Ankyle: the renter is a metic resident in one or other of these demes; see also Lease no. 29, below.

¹⁰ [Agr]yle or [Ank]yle.

¹¹ Between 160 and 170 dr.

¹² Between 30 and 49 dr.

¹³ Considerably more than 3 dr., of course: cf. Lease no. 24, above.

¹⁴ Between 84 and 97 dr.

¹⁵ The rent is in excess of 600 dr.: thus, two guarantors are required (see also Leases nos. 32, 46, 48, 72, and 73 below).

Lease No.	Stele, Col., and Line	Type of Property	Location	Rent <i>p.a.</i> (dr.)	Renter's Deme	Guarantor's Deme
33	1, IIe. 24	Temenos	Kynosarges?	+125 ¹⁶	?	?
34	1, II <i>f.</i> 1	Chorion? and ?	?	?	Probalinthos	Acharnai
35	3	?	?	88+ ¹⁷	Probalinthos	Probalinthos
36	7	House	?	157	Oinoe	Probalinthos
37	11	Gues?	?	?	?	?
38	15	Gues?	?	106	?	Sphettos
39	19	?	?	?	?	?
40	1, IIIc. 1	?	? ¹⁸	+2 ¹⁹	Peiraieus (metic)	?
41	5	Chorion and ?	Salamis ²⁰	90	Alopeke (metic)	Paiania
42	9	Telma and ? ²¹	? ²²	?	?	Kydathenaion?
43	14	Temenos	?	?	Oe	?
44	19	?	Pedion?	?	?	?
45	1, IIIe. 6	?	?	?	?	?
46	7	?	Kephisia	600+ ²³	Kolonos	{ Halai } ¹⁵ { Xypete }
47	13	Kepos	Phaleron	240+ ²⁴	Hagnous	Aphidna
48	18	?	Philaidai	600	?	{ ? } ¹⁵ { ? }
49	22	House?	?	?	Azenia?	?
50	2A, I <i>b.</i> 22	?	? ²⁵	?	?	?
51	27	?	?	7+ ²⁶	?	Azenia
52	31	?	?	?	?	Marathon
53	34	?	?	?	Rhamnous	? ²⁷
54	38	?	? ²⁸	?	?	? ²⁹

¹⁶ Probably 325 dr.: cf. Leases nos. 20, 29, and 31. 625 dr. is ruled out, since there is only one guarantor. No more than 525 dr., in any case.

¹⁷ Between 88 dr., 2 ob. and 89 dr., 1 ob.

¹⁸ Since the renter is a metic resident in Peiraieus, the location of this lease may also be Peiraieus (but see footnote 20 below).

¹⁹ Considerably in excess of 2 dr., of course.

²⁰ Salamis was not an Attic deme, nor does it seem to have been included in the territory of any deme: thus, although the renter is a metic resident in Alopeke, his deme-of-registry has no bearing upon the location of this lease.

²¹ Probably a water channel or ditch (*διόρυγμα*).

²² Possibly at Rhamnous or at Thorikos, although there is no evidence, so far, for a defensive moat (*τέλμα*) at either site.

²³ Since there are only two guarantors, the rent of this property should not exceed 1,200 dr. (three guarantors would be required for 1,200–1,799 dr.).

²⁴ Between 240 and 249 dr.

²⁵ For the location of the properties whose leases are recorded here, see Part II, pp. 184–185; those of Column II, at least, seem to lie in northeastern Attica.

²⁶ The properties listed in Column I seem to be more substantial than those of Column II: thus, the rent of this property is likely to be in the hundreds, rather than in the tens, of drachmai.

²⁷ Perhaps Ik[arion]?

²⁸ Possibly [Pha]ler[on]?

Lease No.	Stele, Col., and Line	Type of Property	Location	Rent <i>p.a.</i> (dr.)	Renter's Deme	Guarantor's Deme
55	42	?	? ³⁰	?	?	?
56	2A, IIa. 2	Two guai? ³¹	? ³²	212	? ³³	Hamaxanteia
57	6	Paradromis and ?	?	200	Paiania	Probalinthos ³⁴
58	11	Gues	?	+20 ³⁵	Probalinthos ³⁴	Paiania
59	17	? ³⁶	?	122	Oinoe	?
60	23	Two guai? ³⁷	?	180	Oinoe	Marathon
61	28	?	?	160+ ³⁸	Probalinthos	Oinoe
62	35	Gues	?	195	Eroiadai	Acharnai ³⁹
63	40	Gues	?	?	?	?
64	2B, IIa. 1	Kepeion	? ⁴⁰	+40 ⁴¹	?	Myrrhinous
65	6	Kepeion	Peiraieus? ⁴²	?	?	?
66	2B, Ia. 10	Kepeion (and a mulberry tree?)	?	60	Peiraieus	Peiraieus
67	15	Kepeion	?	30+ ⁴³	Peiraieus	?
68	19	Helos	?	?	Kerameis	Acharnai ⁴⁴
69	23	Kepeion	Peiraieus ⁴⁵	60+ ⁴⁶	?	?
70	3A, II. 1	?	?	+10 ⁴⁷	?	Phegaia
71	4	? and a house ⁴⁸	?	260	?	Rhamnous
72	9	? and a house	?	742+ ⁴⁹	? ⁵⁰	{ ? ⁵¹ } ¹⁵ { Azenia }

²⁹ Ga[rgettos], [Per]ga[se] or [Phe]ga[ia]?

³⁰ [Agr]yl[e] or [Ank]yl[e]?

³¹ These two guai may occur in two separate entries, the first at the bottom of Column I, the second here. That there were two guai, linked topographically, is clear from Column II, line 6, below.

³² The leases in this column are all linked topographically and may lie in the northeastern part of Attica, perhaps even in the newly acquired territory of Oropos.

³³ Probably Leukonoion.

³⁴ Or, less likely, Prospalta: see also Lease no. 58, below.

³⁵ Not likely to be more than 290 dr.

³⁶ The text of line 23 below seems to rule out two choria: see the epigraphic commentary to Part II, p. 182.

³⁷ Restored from line 28 below.

³⁸ Not over 195 dr.

³⁹ Or Euonymon?

⁴⁰ These leases all lie close to one another, to an altar, and to a processional road, probably in or near Peiraieus: see line 6 below.

⁴¹ 40 dr. is probably the full amount of the rent.

⁴² The topographical indicator is "as you go towards Mounychia": thus, these leases should be located in, or near, Peiraieus, of which Mounychia was a part.

⁴³ Not over 45 dr.

⁴⁴ Or Acherdous?

⁴⁵ See note 42 above: the rubric is the same.

⁴⁶ Probably between 61 and 70 dr.

⁴⁷ There is no way of estimating the full amount.

⁴⁸ Alternatively, "first ----? and a house": if so, Lease no. 72 will read "second ----? and a house" (from a series). The missing term in each case may be "temenos".

⁴⁹ At most, 744 dr.

⁵⁰ Perhaps [Peira]i[eus]: see Part II, p. 198, note 95.

⁵¹ [At]en[e] or, less likely, [Az]en[ia], [Araph]en or [Kydath]en[aion].

Lease No.	Stele, Col., and Line	Type of Property	Location	Rent <i>p.a.</i> (dr.)	Renter's Deme	Guarantor's Deme
73	14	?	? ⁵²	? ⁵³	Oinoe ⁵⁴	{?} ¹⁵ {?}
74	19	?	Epikēphisia?	?	?	? ⁵⁵
75	24	?	Epikēphisia ⁵⁶	?	Peiraieus	?
76	29	House?	Lakiadai ⁵⁷	?	Aphidna	?
77	3B, I. 7	Telma	Athens, Gate VIII (Gate of Diochares)	+10 ⁵⁸	Paiania	? ⁵⁹
78	12	? ⁶⁰	?	?	?	?
79	4, I. 1	?	? ⁶¹	? ⁶²	? ⁶³	?
80	4	?	? ⁶⁴	?	Myrrhinous	?
81	8	?	Phaleron	?	Phaleron	?
82	5, I. 1	?	?	?	?	Phaleron
83	5	?	?	? ⁶⁵	?	?
84	9	?	?	?	?	?
85	5, II. 1	Agros? ⁶⁶	?	?	?	?
86	5	?	?	?	?	?

⁵² This property seems to be related topographically to that of Lease no. 72.

⁵³ The space available in lines 17–18 appears to be more than would be needed for the name of a single guarantor. Thus, the rent was over 600 dr. but less than 1,200 dr., since there is insufficient room for three names.

⁵⁴ Or, less likely, Oe.

⁵⁵ Phl[ya] or [Ana]phl[ystos].

⁵⁶ This place seems to be related topographically to that of no. 74: thus, it, too, should lie in Epikēphisia.

⁵⁷ One neighbor of this property is probably Miltiades, presumably a member of the well-known family from Lakiadai.

⁵⁸ Not over 49 dr.

⁵⁹ Perhaps Thorai: for other possibilities, see the prosopographical commentary to Part II, p. 199.

⁶⁰ If this was a lease, it was erased and, presumably, inscribed elsewhere on the stele: see the epigraphical commentary to Part II, pp. 195–195.

⁶¹ If all three leases surviving upon this stele are related by ownership and perhaps therefore also by location, this property will lie in Phaleron, as does that of Lease no. 81.

⁶² The initial numeral is five, or a multiple of five: thus, the rent is probably 50+ or 500+ dr.; it cannot be more than 599 dr., since there is only one guarantor.

⁶³ [Ik]ar[ion] or [Chol]ar[gos], or, less likely, I believe, [Ach]ar[nai] or [Phre]ar[rhioi]: see Part III, p. 202.

⁶⁴ Likely to be a seaside property, especially if it lies in Phaleron: see note 61 above.

⁶⁵ There may be room on the stone for the names of two guarantors: if so, the rent will be between 600 and 1,199 dr.

⁶⁶ Or Agroi (plural), or else something connected with fields (ἀγροί[ος]): I doubt whether a reference is intended to the district of Agrai or to the deme Agryle.

TABLE 2: CLASSIFICATION OF PROPERTIES BY TYPE AND RENT

Type of Property ⁶⁷	<u>High Rent</u>		<u>Low Rent</u>		<u>Average Rent</u>		Lease Nos. (see Table 1)
	Definite	Possible	Definite	Possible	Definite	Possible	
AGROS	?		?		?		85?
GUES	195	290?	90	20?	101	90-128?	37? 38? 56 (two). 58. 60 (two). 62. 63.
DIORYGMA	?		?		?		42? (with TELMA).
HELOS	?		?		?		68.
ESCHATIA	?		?		?		13 (with other feature).
KEPEION	60	70?	60+	30-49	60	45-58?	64. 65. 66 (with other feature). 67. 69.
KEPOS	?	249?	?	150?		150-195?	21 (at least three?). 47.
HOUSE	636	742-744	126	30-49	235	243-249?	1. 2. 3. 4. 5. 6. 7 (with other feature). 10? 17 (with other feature). 22. 23. 24. 25. 26? 28? (with CHORION). 30. 36. 49? 71 (with other feature). 72 (with other feature). 76?
PARADROMIS	200		200		200		57 (with other feature?).
MULBERRY	?		?		?		66? (with KEPEION).
TELMA		49?		10?	?		42 (with DIORYGMA?). 77.

⁶⁷ The precise meanings of these terms are not always known, and I refer the reader to the detailed commentaries in Parts I, II, and III, at the appropriate places. See also W. K. Pritchett, "The Attic Stelai, Part II," *Hesperia* 25, 1956, pp. 261-276, for the terms agros, kepos, oikia, and chorion, as well as other terms not occurring here. In order not to complicate matters, in Tables 1 and 2 I have, in all cases except "house" and "mulberry", merely transliterated the Greek words. It may be convenient to summarize here what I believe to be the likeliest meaning in each case, as follows: AGROS (ἀγρός) = "tilled land", "farm", or "field for cultivation"; GUES (γῆς) = "field" or, perhaps more likely here, "field strip"; DIORYGMA (διόρυγμα) = "water channel" or "ditch"; HELOS (ἔλος) = "marsh", "standing water", or "pond", apparently a different kind of pond from a telma; ESCHATIA (ἐσχατιά) = "(undeveloped or new?) border or hill land"; KEPEION (κηπεῖον) = "garden" or "orchard" (but apparently smaller than a kepos); KEPOS (κῆπος) = "garden" or "orchard" (but larger than a kepeion?); HOUSE (οἰκία) may be entirely, or only partly, residential, in town or country; PARADROMIS (παράδρομις) = "balk" (between fields, especially guai); MULBERRY is the usual translation for συκάμινος, but there is some question as to whether, in fact, the cultivated mulberry (tree or bush) reached Greece before the Middle Ages: thus, a better translation might be "bramble patch" in this instance; TELMA (τέλμα) = "moat" or "pond", probably more formally defined than a helos; TEMENOS (τέμενος) = "sacred precinct", hence, "land (developed or undeveloped) belonging to a god"; CHORION (χωρίον) = "tilled land" or "field", or, if one wishes to make a distinction between agroï and choria, "estate". For further discussion of the meaning of GUES, see footnotes 68 and 74 below.

Type of Property	<u>High Rent</u>		<u>Low Rent</u>		<u>Average Rent</u>		Lease Nos. (see Table 1)
	Definite	Possible	Definite	Possible	Definite	Possible	
TEMENOS	681		300	125-325?	444	364-414?	11. 12 (with other feature). 20. 31. 32. 33. 43. Perhaps also 70 and 71?
CHORION	410		90		284		28 (with HOUSE). 29. 34? (with other feature). 41 (with other feature).
Unknown	600	1199?	80	2-49?	267	180-317?	8. 9. 14. 15. 16. 18. 19. 27. 35. 39. 40. 44. 45. 46. 48. 50. 51. 52. 53. 54. 55. 59. 61. 70. 73. 74. 75. 78. 79. 80. 81. 82. 83. 84. 86.

THE LEASES

How much revenue do these leases represent?

Stele 1: The 28 rent rubrics that the fragments of this stele preserve in whole or in part amount to something over 6,422 dr., perhaps to 7,000 dr. in all. On the assumption that these leases are typical of the whole, I calculate that the preserved portions of this stele, containing the records of 49 leases, should represent approximately 11,000-12,000 dr. in annual revenues. If what survives is between one third and one half of the original whole, some 100 to 150 leases would have been recorded here, bringing in a total return in the range of 4-6 talents. The average lease is about 250 dr.

Stele 2: The 11 lease rubrics that preserve, in whole or in part, the amount of the rent total something over 1,200 dr., perhaps, in all, about 1,500 dr. On the assumption that these, too, are typical of the whole, I calculate that the preserved portions of this stele, containing the records of 20 leases, should represent approximately 3,000 dr. in annual revenues. How many leases there were originally upon this stele can be estimated only approximately: we should add to the 20 surviving leases another 10 or so, representing those on the upper part, now lost, of Column I of Face A and of Column II of Face B. Thus, the surviving fragments of this stele represent about 30 leases, or about 4,500 dr. in annual revenues. I believe that this stele held originally another 45 or so leases, arranged in two columns upon each face: what survives (together with what may be restored in the missing parts of Face A and Face B at the top) represents about two fifths of the original whole, so that the stele once contained about 75 leases, producing a total annual revenue of between $1\frac{3}{4}$ and 2 talents. The average lease is about 150 dr. I doubt whether we should restore this stele, or, indeed, Stelai 3, 4, and 5, with three, or even four, columns of leases, despite the fact that Stele 1 bore at least three columns of leases: it should be borne in mind that Stelai 2 and 3 (and, very likely, Stelai 4 and 5 also) are opisthographic, whereas Stele 1 is inscribed

upon one face only. I believe also that Stelai 2–5 represent a decennial revision of the system of leases found upon Stele 1. If so, they should amount, in total, to approximately the same number of leases as those of Stele 1, perhaps with additions to account for new acquisitions of territory, and should bring in approximately the same total annual revenue, again, perhaps, with an additional sum to represent new acquisitions or increased rental values. This they seem to do, so far as it is possible to make calculations from the small part of the whole that survives.

Stele 3: In two cases only, out of the 7 leases that survive upon Face A, can the full amount of the rent be computed. These leases total just over 1,000 dr., providing an average lease of about 500 dr. If these are typical of the whole, the preserved portions of this face of the stele should represent about 3,500 dr. in annual revenues. How many leases this face of the stele bore originally can be estimated only very approximately: if, as I believe, this stele was similar in dimensions and arrangement to Stele 2, it contained two columns of leases upon each face. Thus, another 7 or 8 leases should be added to represent the missing Column I of Face A at this level on the stele. My estimate of the original dimensions of these two stelai lead me to believe that there was room upon Face A of Stele 3 for the record of about 22 leases in all, with a total annual revenue of between 10,000 and 11,000 dr.: the surviving fragments should represent about two thirds of the original height of the stele. To these totals should be added the leases that must have been inscribed upon the missing upper part of Face B, above the lease (in postscript) that is preserved; on the assumption that these leases were similar to those of Face A, we should add to the total another 7 or 8 leases, and another 3,500 dr. of annual rent, making a grand total for the stele as a whole of about 30 leases and approximately $2\frac{1}{2}$ talents of annual revenues (I do not include in these totals the single preserved lease of Face B: this represents a very small amount of revenue and is unlikely to be typical of the leases found on this face of the stele, to judge by those of Face A).

Stelai 4 and 5: If these fragments do, in fact, represent separate stelai belonging to the same series as do Stelai 2 and 3, we may assume that each represents approximately the same number of leases as appeared upon Stelai 2 and 3; the differences in type of property, and therefore in value, that are found in Stelai 2 and 3, are so great and these fragments themselves are so small that such estimates are extremely risky and should not be employed as the basis for detailed calculations. Nevertheless, on the assumption that each of these stelai was opisthographic and of the same dimensions as Stelai 2 and 3, I estimate that each bore between 22 and 38 leases upon either face and represented, in total, between $1\frac{3}{4}$ and $2\frac{1}{2}$ talents in revenues.

The calculations that I have made for Stelai 1, 2, and 3, admittedly very approximate, allow a comparison to be made between the leases of 343/2 B.C. (Stele 1) and those of the second series (Stelai 2 and 3): the latter represent in combination, at most the same, at least only about two thirds of the same, revenues as those of Stele 1. Thus, if Stelai 2 and 3 do in fact represent a decennial revision of the leases of Stele 1, they may be only a part of this revision. Indeed, the absence of any correspondences between the leases of Stele 1 and those of Stelai 2 and 3, if the latter are a decennial revision of the former, forces us to the conclusion that there once existed other stelai from the same series as Stelai 2 and 3: Stelai 4 and,

perhaps, 5 may represent these missing documents, even though in what little is preserved there is no definite link with the leases of Stele 1 (except, possibly, in the leases of Stele 4, if these do actually represent leases of properties in Phaleron that belong to Artemis).

The rough calculations that I have made for Stelai 4 and 5 indicate that they may have represented together about the same number of leases and the same amount of annual revenues, perhaps a little more, as do Stelai 2 and 3. These four stelai, taken as a group, would then provide rather more than the same number of leases and the same amount of revenues as are provided by Stele 1. I have, however, omitted the evidence of Stelai 4 and 5 from the detailed discussion that follows, since so little is preserved upon these two fragments.

What was the actual value of the properties whose leases are recorded upon these stelai?

Nowhere in this series is there any indication of the relationship between rental value and actual value: even where the location of a property is known, nothing is said here about its size or condition, apart from such general information as the terms “temenos”, “chorion”, “gues”⁶⁸, “eschatia”, “kepos”, or “kepeion” might convey. There exists, however, another lease document, dated a generation later than this series, that may provide an indication of the means by which rental value was usually assessed: in this the phratry of the Dualeis leases out a plot of land at a rent of 600 dr. *p.a.* over a period of ten years but permits the renter to purchase it outright, if he so wishes, for 5,000 dr.⁶⁹ In this instance, at least, the annual rent represented 12% of what the owner thought the land was worth.

If we apply this yardstick, the leases of Stele 1 should represent land and properties worth between 33 and 50 talents (a very rough guess), while those of Stelai 2 and 3 should represent a worth of between 35 and 38 talents (an even rougher guess). Whether these prices would have been achieved in the open market, or even whether these properties would ever have been put up for sale, are questions that cannot be answered here, nor do we know whose estimate of value was employed as a basis for fixing the annual rent. It may have been that of the cult authorities themselves, in whose charge the properties were, or it

⁶⁸ The value of what are described without further qualification as “guai” varies considerably in this series of documents: if this reflects differences in size, rather than competitive bidding for properties of variable quality as farmland, the lexicographer’s description of a gues as *μέτρον πλήθρον* (Hesychios: see *LSJ*⁹, *s.v.* γύη) may be wrong or else based upon a misunderstanding or a local usage, not applicable to Athens. In Attica, ancient field divisions were still visible in the 1940’s at Glyphada and Trachones (see J. Bradford, *Ancient Landscapes. Studies in Field Archaeology*, London 1957, pp. 29–34 and pls. 7–10). At Glyphada, in particular, such field divisions occurred on level ground, at right angles to a road (see Bradford’s pl. 7, areas G and H), fifteen or so divisions occupying a spread of about five hundred yards. These might be traces of Attic guai, if I am correct in translating guai as “field strips”. M. H. Jameson comments (*per ep.*): “I can’t really see it [γύης] in your texts as a measurement of land, or even as a small property, with rents of c. 100 dr. per gues. The use of it as a measurement is clear in the Herakleian tablets and perhaps elsewhere. Could it have originated as a subdivision of a larger property, or is there something about the nature of the land and its use?” Jameson’s tentative description of a gues as a subdivision of a larger property could, I believe, be applied to the field strips shown in Bradford’s aerial photographs (*op. cit.*, pl. 7) but not, perhaps, to the terraced fields that used to be visible around Trachones (Bradford, pl. 8). The earliest use of γύης as a technical term in Attic documents is *SEG* X, 304, line 3 (ca. 424 B.C.: leases of Athenian holdings in Euboea. In this instance, 3 guai seem to be the equivalent of at least 2 plethra, since the text reads III γύαι φσιλῆς πλήθρα [---]). See also the discussion of this word in Part II, note 5.

⁶⁹ *IG* II², 1241, lines 42–44 (300/299 B.C.).

may have been the officers of the State, who seem to have been responsible for encodement of these leases upon the stelai that survive (see below).

What were the terms and conditions of these leases?

According to Aristotle,⁷⁰ leases of public *temene* had a 10-year term, the rent being payable annually in the [ninth] prytany of the year. Actual leases that survive on stone are less precise as to the term: some have a 10-year term, but there are also instances of 5-, 20-, 30-, and even 40-year leases, as well as examples of leases in perpetuity.⁷¹ Most of the surviving leases are authorized by religious groups or by demes. Aristotle's discussion refers only to leases authorized by the State, through its officer the Archon Basileus, whose rules may have been more strict. Indeed, one reason for the encodement of these leases of properties belonging to so many different cults may have been the need to establish a standard code of practice.

The surviving leases on these stelai appear to imply that the rent was to be thought of as a fraction of a whole number, this whole number representing the assessed value of the property. In many cases, the rent is an odd sum, such as 81, 126, or 162 dr., which suggests that the annual rent may have been calculated as 12% of the assessed value of the property:⁷² these figures would represent assessed values of, respectively, 675, 1,050, and 1,350 dr. Other cases, however, do not fit this theory: rents such as 80, 164, 175, 176, 350, and 410 dr. do not represent 12% of round numbers.⁷³ Perhaps the answer lies in a compromise: the cults themselves set the amount of the rent that they expected, but some of them expressed this as 12% of what they thought each property was worth, as in the case of the phratry of the Dualeis, cited above, while others merely expressed it as 10% of the assessed value. Both groups, however, set a 10-year term, in conformity with the practice established by the State for its *temene*.⁷⁴

⁷⁰ *Ath. Pol.*, 47.4.

⁷¹ Attic leases have been discussed most recently as a group by D. Behrend (*Pachturkunden*: see footnote 1). For the sake of simplicity, I have employed here Behrend's numbering, under the prefix *Pachturkunden*. For Behrend's numbers and their equivalents in *IG*, *SEG*, or other publications, see the Appendix, p. 231 below. 10-year leases are *Pachturkunden*, nos. 13? 32, 36 and 39; 20-year lease, no. 6; 40-year lease, no. 25; leases in perpetuity, nos. 24, 27, 35, 39, 40, and, probably, 29. *SEG* XXVIII, 103 (not in *Pachturkunden*) is a 5-year lease.

⁷² Leases nos. 14, 5, and 36; see also nos. 20, 21, 30, 32, 41, 48, 60, 62, 66, and 72 (the rent of no. 72 is between 742 and 744 dr.; if it is restored as 744 dr., the value of this property may be calculated as 6,200 dr.).

⁷³ Leases nos. 15, 3, 2, 23, 31, and 28; see also nos. 38, 56, 57, 59, and 71 (also no. 35, which is between 88½ and 89⅙ dr.).

⁷⁴ Aristotle, *Ath. Pol.*, 47.4. Andreyev (see footnote 1) noted of the properties listed as sold and taxed at 1% in the *Rationes Centesimalium* (*IG* II², 1594–1603+ = *SEG* XXI, 569–579) that, in almost every case in which the full amount was known, the sales price was an exact multiple of either 50 or 12.5 or both: from this, he deduced that these properties were sold at a fixed price of 50 dr. a plethron or 12½ dr. a quarter-plethron. He went on to suggest (here and in earlier articles on which it draws) that *all* agricultural land in Attica may have been valued at this rate, a notion that seemed “revolting” to D. M. Lewis (“The Athenian *Rationes Centesimalium*,” *Problèmes de la terre en Grèce*, M. I. Finley, ed., Paris 1973, pp. 187–212, esp. p. 194). I have been struck by what may be a similar phenomenon among the leases here recorded: of the 26 cases in which the full amount of the rent is preserved or is known within 2 dr., if the rent is taken to be 10% of the actual value of the properties, this value is exactly divisible by 50 or by 12.5 in 14 instances (nos. 2, 15, 20, 21, 28, 31, 38, 41, 48, 57, 60, 62, 66, and 71); if the rent is taken to be 12% of the actual value, again, 14 leases

In the present series nothing survives to indicate either terms or conditions: perhaps these were set out in the missing parts of the heading of Stele 1, or, more likely, in a general enabling decree that has not survived. Such an enabling decree might, for instance, have resembled *IG I*³, 84, dated to 418/7 B.C.,⁷⁵ or else *SEG XVIII*, 13,⁷⁶ for which, indeed, it might have served as a model.

The postscript to Stele 3 refers to “the same time for payment of the rent and for the conveyance of crops in season [as for the other leases].”⁷⁷ The first phrase merely indicates that all the leases, at least all those recorded upon this stele, had the same term; the second phrase, referring to conveyance of crops, apparently indicates that the lessor was entitled to a share in the produce.⁷⁸

yield an actual value that is an exact multiple of 50 or of 12.5 (nos. 5, 14, 20, 21, 29, 30, 32, 36, 41, 48, 60, 62, 66, and 72 [for the last, see footnote 72 above]). There are, however, five other cases, among those for which the full amount of the rent is known, where the presumed actual value is not an exact multiple of 50 or of 12.5, whether the rent is regarded as 10% or as 12% of the actual value: of these, nos. 3 and 23 are both houses, while nos. 56 and 59 may be each a number of guai; no. 35 cannot be identified, but is quite low in value, whatever it is (for this, see footnote 73 above). The standard price that Andreyev suggested was applicable to all *land* in Attica, of course, may not apply to *houses*, whose value may depend upon other considerations, such as commercial uses, location, or amenities, not merely upon area: for instance, the houses of Leases nos. 1–6 are rented at different levels, probably reflecting the value of proximity to the Agora for renters engaged in trade or industry; the house of Lease no. 3 falls into this category of commercial properties, as, too, may that of Lease no. 23, which was rented to a metic and, therefore, very possibly, used for commercial as well as residential purposes. The leases of the group into which fall nos. 56 and 59, on the other hand, appear to be agricultural land: Leases nos. 56–63, however, although they all seem to involve the same basic description, namely guai, and are all in the same area, differ so much in rent that it must be assumed that they also differ in size, not in quality, although in some cases, such as nos. 56 and 59, there may also be some additional feature that affects their value. See my discussion of the meaning of the term “gues” in footnote 68 above. About the property of Lease no. 35 nothing can be said.

⁷⁵ (= *Pachturkunden*, no. 6). This decree authorizes the Poletai to let out the contract for the Hieron of Kodros, Neleus, and Basile and the Archon Basileus to rent out the temenos of Neleus and Basile; an amendment instructs the Poletai and the Archon Basileus to set a term of 20 years for this lease. The renter is to pay his rent each year in the ninth prytany to the Apodektai; the Basileus is to have the name of the renter and the amount of the rent written up on the wall [of the temenos or of the Stoa Basileios?] along with the names of the guarantors. The renter is to farm the temenos by planting not less than 200 olive trees, more if he wishes, and is granted rights to the use of the drainage ditch and the rainwater in it.

⁷⁶ Probably dated between 338/7 and 335/4 B.C. (= *Pachturkunden*, no. 13). The relevant sections (lines 7–11) are as follows: the [Poletai] are instructed to lease out the territory known as the Nea [probably the newly acquired territory of Oropos]; the land is to be divided into two parcels and leased to the highest bidder(s), who are to furnish guarantors for the lease.

⁷⁷ Stele 3, Face B, Column I, lines 1–5.

⁷⁸ Several leases of the same general date as these are quite specific as to the type of crop to be planted and the care and upkeep of the property; none of these, however, specify that the lessor shall actually share in the produce. Three leases, *Pachturkunden*, nos. 24, 25, and 28, contain clauses that entitle the lessors to share in or take the whole of the produce in exceptional circumstances: in the case of no. 24, in the event of war damage, when the rent is waived “until better times;” in no. 25, in the event of non-payment of the rent, when the lessor is entitled to reimburse himself from the produce and all the goods of the renter; and in no. 28, when, in the event of war damage, renter and lessor share equally in the produce. M. H. Jameson has suggested to me (*per ep.*) that cases might arise in which a previous tenant had rights to crops that he had planted before giving up the lease. His suggestion derives from the phrase *κομίδη τῶν ὠραίων* in the postscript to Stele 3 (Face B, lines 4–5). I doubt whether such would be the case: if a previous tenant left growing crops in the ground, rights to them, I believe, would pass automatically to the lessor, who, in turn, would take account of their value in setting the rent to be paid by the new tenant. I do not think that growing crops should be regarded in the same

Were these leases renewable?

There is no hard evidence that these leases could be renewed, since there is no definite instance of the repetition, upon Stelai 2–5, of any lease recorded on Stele 1;⁷⁹ thus, we cannot be sure that Stelai 2–5 do, in fact, represent the results of a decennial revision of the system first evidenced by Stele 1. On the face of it, there is no reason why the leases should not have been renewable, but this cannot be proved.

How was the rent assessed?

We do not know whether the rent was assessed on a take-it-or-leave-it basis by the lessors (or by the State), nor whether it was possible to bargain, nor even whether each lease was put up for auction to the highest bidder. The variations in the amounts of rent payable for what seem to be similar properties might suggest, indeed, that some sort of bidding process operated, but since the property descriptions never include areas or any but the most general information, we cannot be certain.⁸⁰

There is no evidence that the State placed limitations upon the amount of property that any one man might lease, nor any indication that restrictions were placed upon metics to prevent them settling in particular districts.⁸¹

light as “removables”, such as timber, doors, and roof-tiles (see *Pachturkunden*, nos. 38 and 39, when the outgoing tenant is specifically granted the right to remove such items from a house that he has built on the rented property). The distinction, I believe, is between items that can be removed at the time of giving up the lease and items that cannot be so removed. On the value of timber “removables”, see now R. Meiggs, *Trees and Timber in the Ancient Mediterranean World*, Oxford 1982, pp. 207–211.

⁷⁹ Unless Stele 4 repeats leases from Stele 1, Column III *e*. Another link, but not one involving the repetition of a lease, is that between Leases nos. 36, 59, and 60: in this case, the renter first acquires a house, then, ten years later, rents several guai, possibly in the same area.

⁸⁰ For instance, Leases nos. 1–6, 56–63, and 64–69: in the first example rents of houses nearer the Agora seem to be higher than those of houses further away, these properties, perhaps, being more commercial than residential in character. What accounts for the differences in the rents of guai (nos. 56–63) and of kepeia (nos. 64–67 and 69) I do not know, unless it is the result of differences in area or, perhaps, of competitive bidding by the renters (see footnote 74 above, on nos. 1–6 and 56–63).

⁸¹ There are a couple of instances upon Stele 1 where the same man may be renting two different properties (Column I *e*, line 10 = Column II *e*, line 10?; Column II *b*, line 4 = Column II *e*, line 3?): neither of these is very secure. On Stele 2 there is one definite case of double renting (Face A, Column I *a*, lines 19 and 24). There is also the case of the renter of Stele 1, Column II *f*, line 7, who later rented two more properties, possibly in the same area (Stele 2 A, Column II *a*, lines 17 and 23: see also footnote 114 below). There is no evidence that metics were restricted from living wherever they chose in Attica, although the nature of their activities probably gave them less incentive to live in some parts of Attica than in others; nor is there any real evidence that metics were forbidden to live in border areas (on this point, see J. Pečiřka, *The Formula for the Grant of Enktesis in Attic Inscriptions*, Prague 1966, pp. 73–74, with earlier references, and p. 144; for the activities and living places of metics in Attica, see most recently D. Whitehead, *The Ideology of the Athenian Metic*, Cambridge 1977, pp. 72–75, who provides earlier references). Andreyev (pp. 43–44) suggested that public lands tended to be rented by members of the groups that owned and were responsible for the leasing of these lands; this may be true of lands owned by demes, phylai, or other organizations, such as orgeones, or meritai, or phratries, but is not, I believe, the case with lands leased out by the State. Indeed, in the present series of leases one reason for the State’s involvement may be the desire to widen the range of prospective renters, as the relative obscurity of so many of these seems to suggest (see also footnotes 112–115 below). Similarly, the presence of at least four metics among the renters suggests that the State made no attempt to stop metics from renting such properties. M. H. Jameson (“The Leasing of Land in Rhamnous,” *Hesperia*, Suppl. XIX, *Studies in Attic Epigraphy, History and Topography*, Princeton 1982, pp. 66–74, esp. p. 74, note 35,

Is there any indication of interest to be paid in the event of non-payment of rent, of any encumbrances, sanctions, procedures for foreclosure or eviction, or protection of the rights, if any, of the renter?

It must be assumed that matters such as these were dealt with in the enabling decree(s) by which this system of leases was established. If the leases had antecedents, that is, if these leases were themselves renewals or confirmations of previous leases, such clauses may have been embodied in the earlier lease agreements and may have been taken over wholesale or modified as part of the general system now initiated. The fact, however, that in the heading of Stele 1 we possess an official, dated document in which the State's assumption of control over this aspect of sanctuarial finance seems to be emphasized indicates, I think, that this formal and ritual encodement of the actual lease agreements was matched by a similar standardization of lease procedures. We should expect all the leases, whatever their origins, to have the same terms and the same times for payment; otherwise, there would seem to be very little point in this solemn encodement.

What the terms and conditions were we can only speculate, and such speculation is limited by the dearth of comparative material.⁸² The enabling decree(s), however, might be expected to have included the following: the terms of the leases; the possibility of renewal; the date and nature of payment of rent; sureties and the duties, selection, and legal status of guarantors; eisphorai and taxes; crops; upkeep, use, and improvement of the properties; water rights; accessories; subtenancies; dower rights and inheritance; and war clauses.⁸³

provides further discussion of these points, with added bibliography; I am grateful for his comments (made in correspondence after some of the arguments presented here were first exposed by me in a paper delivered at the Annual Meeting of the Archaeological Institute of America in San Francisco in December, 1981; abstract of this paper in *AJA* 86, 1982, p. 289).

⁸² *IG I*³, 84 (see footnote 75 above) and *SEG XVIII*, 13 (see footnote 76 above); see also the enabling decrees of demes and other organizations, in particular, *Pachturkunden*, nos. 19, 20, 24, 34, and 36.

⁸³ The following leases granted by public, or semipublic, bodies bear on these matters (the numbers are those assigned in *Pachturkunden*): Term of lease stated: 6, 13? 24–27, 29, 32, 35, 36, 38–40. Amount of rent specified: 25, 32, 33, 35, 36, 38–40; unspecified: 13, 20, 22, 24, 34. Time, place, or manner of payment specified: 6, 20, 24–29, 32, 34–36, 38–40 (in some cases rent is to be paid annually, in others in two, or three, instalments each year). Renewals forbidden: 25? 29? Security or apotimema required: 13, 20, 23, 29; waived: 27, 36. Guarantors required: 6, 20, 29, 33, 35. Lessor to pay eisphorai: 25, 29, 36, 39; renter to pay: 24, 35. Taxes discussed or waived: 24, 27, 29, 35, 36. Crops specified or protected: 6 (olives), 19, 23, 25, and 29 (general farming), 26 (mixed), 36 (barley), 39 (trees). Renter's use of property otherwise restricted: 4, 23, 26, 36, 37, 40; not restricted: 20, 22? 24, 25 (but final five years of lease restricted), 29 (but final year of lease restricted), 38, 39. Water rights: 6, 22? 23? 37. War-damage clause: 24, 25, 28, 36. Right to pass on lease to descendants or to kleronomoi: 24, 27, 28? 35, 36, 37? 40. Special clauses: 13 (land divided into two parcels and leased to highest bidder), 19 (lessor to inspect property twice yearly), 25 (lessor has rights to produce if rent not paid; special provision for tree felling and proceeds thereof), 28 (inventory of equipment), 29 (half proceeds of excess to lessor if planting limits exceeded), 36 (penalties for non-fulfillment of terms; option to purchase), 37, 39, and 40 (lessor's right of access for cult purposes), 38 and 39 (renter permitted to remove timber, roof tiles, and doors at end of lease, if he builds a house on the property and otherwise fulfils terms of lease), 40 (renter responsible for upkeep of shrine; penalty for non-fulfilment of terms). Other leases catalogued in *Pachturkunden* are too fragmentary for analysis, or else are merely implied from accounting records; I have not analyzed leases of the Roman era, nor those granted by and to private individuals. In addition to leases catalogued in *Pachturkunden*, *SEG XXVIII*, 103 provides examples of some of the clauses discussed above: Term of lease (5 years); amount of rent specified (after bidding); time and place and manner of payment specified; guarantors required; in addition, the proceeds of the rent are tied to a specific expense, the

Is this the first time that any of these properties has been rented out?

If these leases do not represent the first occasion upon which any of these properties was rented out, we might expect to find a reference to this in the headings of the stelai, or in the enabling decree(s) by which this system was established. There is probably insufficient space in the headings of Stelai 1 and 2 (the only stelai on which any part of the heading survives in this series), and the enabling decrees seem to have perished utterly. Thus, we can only infer that, if this series is not, in fact, an effort on the part of the State to raise new revenues, some, perhaps all, of these leases had existed before. We cannot say, however, whether the existing leaseholders were given first refusal, or whether the State began its involvement with a clean slate, nor even whether the State had had any involvement in the earlier leases.

What were the obligations placed upon renters and guarantors?

There is one instance of leases granted by a deme, about ten years later than any in the present series,⁸⁴ in which the renters are required to furnish an apotimema in the case of any lease over 10 dr.: for leases under 10 dr. simple suretyship is required. That the provision of an apotimema or security in land was sometimes required of renters is clear both from this instance and from two other lease documents of about the same period, in which it is stated that the leases shall be exempted from the requirement of an apotimema.⁸⁵ These leases, however, are all granted by demes or by religious bodies, who lacked the legal safeguards available to the State. Thus, an apotimema or security in land may have been thought a more effective safeguard than suretyship in the case of leases granted by private individuals or by demes, religious bodies or corporations.⁸⁶ The State, however, had the right to confiscate property and to sell it at public auction in order to recover debts owed to it. Thus, if the renter failed in his obligations, the State could expect to be repaid, one way or another, by the guarantor(s).⁸⁷ Apotimemata or security in land are therefore unlikely to have been required for leases in the series under consideration here.

Each of these leases required at least one guarantor, always an Athenian citizen.⁸⁸ We do not know whether the guarantor had to be a man of substance, but we can, I think, assume that this was a requirement: the State surely reserved to itself the right to refuse a lease to a renter of whose sureties it disapproved. A guarantor, having undertaken to back a

upkeep of the festival of Herakles in Akris. Jameson (*op. cit.*, note 81 above) has discussed new fragments of *Pachturkunden*, no. 26, together with an analysis of its text and that of a second lease, virtually identical to it but including additional property, upon the same stele: no new clauses are involved, it seems. For discussion of these clauses, see Jameson, *op. cit.*, p. 71.

⁸⁴ *Pachturkunden*, no. 29 (321/0 B.C.).

⁸⁵ *Pachturkunden*, no. 27 (after mid-4th century B.C.) and *Pachturkunden*, no. 36 (300/299 B.C.).

⁸⁶ There was no guarantee that a deme or a phyle could win a court case against a defaulter, still less that a semipublic body, such as a religious corporation, could do so: for instance, see Finley, *Land and Credit*, pp. 93–95 and 280–281, note 24, on the case of Aiantis *vs.* Nikodemus.

⁸⁷ Finley, *Land and Credit*, pp. 91–92.

⁸⁸ It is nowhere stated that this shall be the case, but in all the leases in this series the guarantors are, without question, Athenians; the same is true of *IG II²*, 1593, which seems to be a sales record of the mid-4th century B.C. It makes good sense that the Athenian State should require guarantors to be Athenian citizens, in that these were normally the only persons who could own real property in Attica, which could be seized by the State if the renter defaulted. See also Finley, *Land and Credit*, pp. 90–97.

renter, became liable to the State in the event of any breach of the terms of the lease, and thus rendered himself potentially the State's debtor, secured by the whole of his wealth. It may therefore be assumed that the State, before accepting the pledge of a guarantor, assured itself of his financial reliability; it may even have required of him an apotimema or other security as backing for his pledge, although its right to confiscate and sell his property probably gave it sufficient protection.⁸⁹ The guarantor, for his part, stood in a much less secure position *vis-à-vis* his debtor, the man for whose lease he stood surety. Such suretyship may often have been an act of friendship or of kin helping kin, comparable to an interest-free eranos loan;⁹⁰ but there must surely have been other cases in which no ties of friendship or kinship were involved, and in which the guarantor probably consented to act in behalf of the renter only upon receipt of some form of financial consideration, as in the case of modern bail bonding.

Are there precedents or analogies for the procedures discussed above?

Aristotle clearly implies that the State had a standard procedure for the letting-out of public temene:⁹¹ I believe that the present series of properties, although nominally belonging to various cults throughout Attica, must be considered as if they were public temene, not semiprivate holdings. Thus, the procedure outlined by Aristotle was that followed in the granting of these leases. Precedents, however, are few and far between. This is probably an accident of survival rather than an indication that such leases of public temene were rare.⁹²

⁸⁹ Finley, *Land and Credit*, pp. 95–96 and 283, notes 35 and 37.

⁹⁰ Finley, *Land and Credit*, pp. 92–93.

⁹¹ *Ath. Pol.*, 47.4. See also Finley, *Land and Credit*, p. 95.

⁹² The procedures outlined by Aristotle are virtually the same as those to be found in *Pachturkunden*, no. 6 (418/7 B.C.); see also *Pachturkunden*, pp. 55–72, nos. 5–18. The author of the most recent commentary upon Aristotle, *Ath. Pol.*, 47 (P. J. Rhodes, *A Commentary on the Aristotelian Athenaion Politeia*, Oxford 1982, p. 556), follows G. Busolt (*Griechische Staatskunde* II, 3rd ed., H. Swoboda, ed., Munich 1926, p. 1141) in thinking that Aristotle, having described the other duties of the Poletai up to 47.3, continues this section in 47.4 by saying that the Poletai also granted leases of temene, which were then brought before the Boule by the Archon Basileus: the inscription *IG I³*, 84 (= *Pachturkunden*, no. 6) provides the epigraphic evidence for this view of the duties of the Poletai during the 5th century. The restoration put forward by D. M. Lewis (*Hesperia* 28, 1959, pp. 239–247) for the new fragment of *IG II²*, 334 (= *Pachturkunden*, no. 13: see footnote 76 above) provides a 4th-century example of their involvement in such leases, in the case of the newly acquired land in Oropos that was called the Nea. M. K. Langdon, however (*per ep.*, quoting from his essay on the activities of the Poletai: see footnote 1 above), comments, regarding the Nea, that “there is no indication that this is sacred land. Rather, Nea is ordinary cultivable land newly acquired by the Athenians.” Of *IG I³*, 84, lines 11–12, he says that “these lines are introductory to a long rider. The main decree occupies only the first ten lines of the inscription, and in it the responsibilities of the Basileus and the poletai are clearly distinguished [lines 4–7]. . . . The statement in the rider should not be taken to show that the poletai had a hand in the leasing of the *temenos*. They are mentioned there because their action, like that of the Basileus, is done *κατὰ τὰς χουνηγραφάς*. Throughout the rest of the rider the Basileus is regarded as the sole agent responsible for the lease of the *temenos*.” Langdon may well be right in his comments about the land called the Nea; in any case, the procedures outlined for the disposal of this land seem to be exceptional ones, perhaps demanded by the need for haste in this instance. As to the earlier decree (*IG I³*, 84), I find myself in disagreement with Langdon on the duties of the Poletai: to my mind, they are clearly involved with the Basileus in the leasing procedures, in the rider if not in the initial decree. By the time that the *Athenaion Politeia* was compiled, however, their duties may well have been altered to remove from them responsibility for the leasing of temene, and I am inclined to agree with Langdon, *contra* Rhodes, that 47.4 is the beginning of a new section, not a continuation of the procedures described in 47.3.

Such public leases go back at least to the end of the 5th century B.C. but are most common in and around the date at which the present series was set up. Beside these, too, should be set the series of leases of the silver mines at Laureion-Thorikos, which begins in the 360's and continues into the early part of the 3rd century: the bulk of such mine leases is concentrated in the period 350–320, at precisely the time when our series of leases occurs.⁹³

At what time in the year did these leases commence?

If we employ the mine leases as an analogy, we find that in the early years of the system mines were leased out perhaps in every prytany of each year; by the forties and thirties of the 4th century, however, the date at which begins our series of leases, mine leases seem to have been registered at the beginning of the civil year, in the first prytany, probably on the first business day of the month.⁹⁴ I consider it to be highly likely that the same procedure was followed in the case of leases of sacred properties that were granted by the State, whatever may have been the terms or dates of previous leases of individual properties, before the State intervened.

THE LEASEHOLD PROPERTIES

What, if any, are the relationships between one lease or group of leases and another?

Throughout the entire series the primary consideration seems to be ownership: the leases are grouped, first of all, either in the text or in the heading,⁹⁵ by divine owner. Secondly, properties, whether all of the same kind or of several different kinds, may be listed under a topographical subheading.⁹⁶ Grouping by category, whether of houses, *kepeia*,

⁹³ See M. Crosby, "The Leases of the Laureion Mines," *Hesperia* 19, 1950, pp. 189–312, and "More Fragments of Mining Leases from the Athenian Agora," *Hesperia* 26, 1957, pp. 1–23. I believe that the State encouraged, perhaps even pressured, other organizations to follow suit, with the result that this same period has produced a considerable number of very detailed semipublic leases (*Pachturkunden*, nos. 19? 22–30, 32? 34–40; and *SEG* XXVIII, 103: the dates of these all seem to fall in the second half of the 4th century).

⁹⁴ Crosby, *op. cit.*, 1950, p. 192. M. H. Jameson comments (*per ep.*): "Agriculture may have made uniformity less practical. The harvest of grapes, olives, figs and garden vegetables came at different times from wheat and barley." This is true, but I doubt whether the system employed for the present series of leases was flexible enough to permit diversity of commencement dates.

⁹⁵ The heading of Stele 1 includes (line 3) the phrase "[property] of Athena Polias"; the heading of Stele 2 (Face A, line 1) may also include an ownership formula, in which a now unknown deity was named. Stele 1 also includes many other such ownership formulas, in which several different deities are named. There is no way of telling when, or how, these properties passed out of private hands into those of the various cults: the only possible clue is the partially preserved rubric of Lease no. 41 (Stele 1, Column III c, lines 5–9), where the property description includes the phrase [δ?] *Καλλικράτης καθιέρωσε[ν]*: this might indicate that the property in question passed into divine hands by way of a dedication. The evidence in this case, however, is ambiguous. If these properties represent isolated endowments by private individuals, there is no reason to suppose that they are situated near a particular deity's cult place; the apparent geographical diversity, among properties owned by a single deity, such as, for instance, Artemis Agrotera, suggests a pattern of gradual and occasional endowment. If the property described in the rubric of Lease no. 41 is, indeed, a dedication of Kallikrates, its identification by this phrase may indicate that it is a recent acquisition, perhaps here leased out for the first time.

⁹⁶ As, for instance, Leases nos. 1–6 (in Kydathenaion), 11, 12 (in Thria), and 31–33 (in Kynosarges?); Leases nos. 56–63 and 64–69 are similarly grouped: their precise location is not known, but nos. 64–69 seem to be in or near to Peiraeus.

guai, or whatever, or by value may occur,⁹⁷ but such groupings are accidents of ownership or topography or both, not an effort on the part of the compilers of these documents to separate out different types or values of property. Chronological relationships, such as might be produced by a decennial revision of the entire system, may be posited but cannot be proved, since none of the surviving fragments of Stelai 2–5 seems to repeat any lease appearing on Stele 1;⁹⁸ such absence of correspondences between the stelai may be merely an accident of survival.⁹⁹

Are these properties predominantly urban or rural?

There is some distinction, perhaps accidental, between the leases of Stele 1 and those of Stele 2 (too little survives of Stelai 3–5 for conclusions to be drawn). In Stele 1 the leaseholdings comprise a mixture of urban and rural properties, along with a number of others whose nature is unknown.¹⁰⁰ In Stele 2 the surviving identifiable leases seem all to be of rural properties:¹⁰¹ this may not be surprising, even though two or three different locations may be involved, if all are the property of the same deity or deities.¹⁰² Some, at least, of the urban properties listed on Stele 1 seem to be shops or industrial establishments, even though all are called *oikia*.¹⁰³ Another house, in Kollytos,¹⁰⁴ attracts one of the highest rents recorded in the entire series and may be a large residence, a mansion rather than a commercial establishment: it is hard otherwise to account for so high a rent in the case of a house that is located within the City and that, apparently, lacks agricultural land or other features that might enhance its value.

Do the rural properties represent “new” land or land already under cultivation?

The terminology is imprecise. It has been argued that *eschatai* are “new” land, border lands not previously cultivated; this may well be the case here, but the locations of these properties are unknown.¹⁰⁵ *Kepei* and *kepeia* must surely represent developed land, the

⁹⁷ Leases nos. 1–6 (houses), 11, 12 (temene), 24–26 (houses), 31–33 (temene), 37, 38 (guai?), 57–63 (guai), and 64–67 and 69 (kepeia). Perhaps also Leases nos. 71, 72 (temene?).

⁹⁸ It is possible that Stele 4 repeats leases from Stele 1, Column III *e*: see Part III, p. 202.

⁹⁹ If my calculations about the original dimensions and contents of these stelai are correct (see pp. 213–215 above), the 86 leases that survive, in whole or in part, may represent only about 10% of the original total, perhaps even less. Under such circumstances, the absence of correspondences should not be surprising, or significant.

¹⁰⁰ Urban: Leases nos. 1–6 (Kydathenaion) and 30 (Kollytos); suburban: Lease no. 22 (Alopeke). These are all designated as *oikiai*. Leases nos. 74 and 75 (Epikhepsia) may also be for houses, since they are urban properties: there were still, apparently, large undeveloped spaces within the City in the 5th and 4th centuries, suitable for residential use or for agriculture (cf. *Pachturkunden*, no. 6, in which a grove of 200 olive trees is specified for a temenos within the City; see also Xenophon, *Πόροι*, 2.6: *εἶτα ἐπειδὴ καὶ πολλὰ οἰκιῶν ἔρημά ἐστιν ἐντὸς τῶν τευχῶν*).

¹⁰¹ Leases nos. 56–67 and 69: *Kepeia* and *guai*, of course, although agricultural in function, could be within the City; see footnote 100 above.

¹⁰² See the commentary on *Nomina Sacra* and Topography in Part II, pp. 183–186.

¹⁰³ Leases nos. 1–6.

¹⁰⁴ Lease no. 30. Lease no. 46 (in the outer suburbs, in Kephisia) may be another case of a highly rated residential property, if it is not an *eschatia*: see Xenophon, *Πόροι*, 4.50, on the high price of suburban land.

¹⁰⁵ On the meaning of the word *ἐσχατία* see Lewis, *op. cit.* (footnote 74 above), pp. 210–212, and Stephen G. Miller, “A Roman Monument in the Athenian Agora,” *Hesperia* 41, 1972, p. 82. The leases concerned are nos. 13 and, perhaps, 46 (see footnote 104 above).

difference between these terms being one of size rather than of type or location; this view is borne out by the locations in which these appear on the stelai.¹⁰⁶ Some *temene* are found close to the City; others, however, seem to lie far out. Thus, the distant ones, at least, could be “new” land.¹⁰⁷ *Guai* might be found anywhere, and the examples that we possess here are not securely located.¹⁰⁸ Some sort of case may be made, however, for regarding the surviving leases of Stele 2, Face A, as “new” land, in that the leases recorded upon this stele might relate to properties owned by the *Amphiaraion* at Oropos (but in this case, “new” might mean “new to Athenians”, rather than “new” in the sense of being land not previously cultivated).¹⁰⁹ Finally, *choria* might occur anywhere, close to the City or at a distance, but seem always to be land already developed, as would *agrois*; this argument applies whether or not the land has a house built upon it.¹¹⁰

So little definite information survives in all instances, however, that arguments about the nature of these properties, or about the relationships between property descriptions, rental values, and location tend to be circular; such information as can be derived from these stelai on these points is summarized in Table 2.

RENTERS AND GUARANTORS

Renters might be Athenian citizens or metics: slaves and women are not found here.¹¹¹ It is surprising that among the 86 renters so few are well known, apart from service in the *Boule*, which all Athenians were likely to have performed at least once in their careers; I have been able to detect only 15 names among the renters that can be connected with the liturgical class, or, indeed, with any kind of prominence in Athenian public life.¹¹² There are four metics, two of whom may have belonged to families that later seem to have achieved Athenian citizenship, as well as considerable wealth.¹¹³ In some cases, the guarantor of a

¹⁰⁶ *Kepoi*, in the suburbs at Agrai and in Phaleron, Leases nos. 21 and 47; *kepeia*, apparently in or near *Peiraieus* (and therefore also suburban), Leases nos. 64–67 and 69.

¹⁰⁷ The three *temene* at *Kynosarges* (Leases nos. 31–33, if, indeed, they are at *Kynosarges*) are suburban; those in *Thria* (Leases nos. 11, 12) and in *Hermos* (Lease no. 20) are rural and might qualify as “new” land. Leases nos. 71 and 72 may also involve *temene*, but their location is unknown (see footnote 48 above).

¹⁰⁸ Leases nos. 37 and 38 (if correctly restored) and 56–63.

¹⁰⁹ These, if, as I have speculated (Part II, pp. 185–186), they are at Oropos, should probably be differentiated from the property in the *Nea* whose lease is discussed in *Pachturkunden*, no. 13. The latter is to be broken up into two parcels and let to the highest bidder; the properties listed on Stele 2, however, are small packages. Possibly, the property in the *Nea* is land formerly owned by the State of Oropos, whereas the properties listed on Stele 2 may be in territory owned by the God.

¹¹⁰ *Choria*: Leases nos. 28, 29, 34, and 41; *Agroi*: Lease no. 85?

¹¹¹ Indeed, Attic law and custom would have prohibited women from entering into such transactions in their own names. I doubt whether any of the renters is a male relative acting in behalf of a female, but there is no way of proving or disproving this point.

¹¹² Renters who belong to the liturgical class, or are known to be prominent in Athenian public life, or to belong to prominent families (excluding members of the *Boule* and *diatetai*): those of Leases nos. 2, 4, 23, 24, 29, 30, 34, 36, 38, 43, 57, 59 (60 also), 61, 77, and, perhaps, 81. The evidence for prominence, or for membership in prominent families, is not always very strong: the only really well-known individual among these renters is he of Lease no. 30, *Kephisophon* son of *Kephalion* of *Aphidna*, who rents one of the most expensive urban residential properties.

¹¹³ Metic renters: those of Leases nos. 1, 23, 40, and 41. Of these, *Ergophilos* son of *Philon* (no. 23) may be a relative of [---]ης Φίλωνος Ἀγρολῆθεν (late 4th century B.C.), perhaps indicating the acquisition of Athenian citizenship by the renter or his son; another possible case of the acquisition of citizenship may occur in the family of *Phoryskos* (Lease no. 41).

lease may be the father or other close relative of the renter: these may be cases of a son, particularly a younger son, being set up in a property, in effect of his own, in order to avoid splitting the family land holdings, or else of neighboring land being taken over for the good of the family as a whole.¹¹⁴

It might be expected that more prominent individuals would be found in the ranks of the 92 guarantors; such, however, is not the case. It is remarkable that only 21 of the guarantors can be identified as belonging to the liturgical class, or even to families prominent in Athenian public life.¹¹⁵

The comparative absence of well-known names from the lists of both renters and of guarantors leads me to speculate whether, in fact, some kind of selection process was involved. In other words, was the purpose behind this series of leases not so much to raise revenues for the State or for the upkeep of sanctuaries as to provide land for those in need of it? The presence among the renters of a few wealthy men, as well as of four metics, might be explained as the result of a selection process by which poor men were given priority of access, and properties were let out to those less in need only when no other more suitable candidate offered himself.¹¹⁶

ISSUANCE, ENCODEMENT, AND PUBLICATION OF THE LEASES

Who was responsible for this series of leases?

The fact that properties belonging to so many different deities are grouped upon the same stele, as is certainly the case with Stele 1 and, perhaps, also with Stelai 2–5, suggests that the State was in charge of the leasing operation. Since the owners are religious cults, it is likely that the leasing officer was the Archon Basileus, whose responsibility it was to let

¹¹⁴ Leases nos. 24, 34, 66, and perhaps 37 are examples of fathers guaranteeing leases granted to their sons. Nos. 57 and 58 seem to involve a slightly more complex relationship: the guarantor of no. 57 is the brother of the renter of no. 58, while the renter of no. 57 could be the brother of the guarantor of no. 58, or the guarantor himself: in any case, this seems to be an instance of the consolidation of family holdings, since these guarantors presumably already occupied real property in the area, or within commuting distance. Leases 35 and 36 may be linked by some kind of family relationship: the father and guarantor of the renter of no. 35 also stands surety for the renter of no. 36, a man from a different, though neighboring, deme; in this case, the families may be linked by marriage. Lease no. 36 also provides the only definite link between the leases of 343/2 B.C. and those of the second series: the same renter later rented two or more guai, possibly in the same general area (Leases nos. 59 and 60: see also footnote 79 above). Leases nos. 12, 14, and 42 may be instances of leases taken up by members of the same family, although the properties seem to be widely separated and the possible prosopographical links are very weakly supported. Lease no. 30 provides evidence of a different sort of relationship, that between wealthy men active in the politics of the State: the renter of this very expensive house, whose family derives from the northern border deme of Aphidna, evidently felt the need for a *pied-à-terre* in the City and rented this house in Kollytos, under guarantee by two wealthy demesmen from Peiraeus. His subsequent political career is well documented, and, in 337/6 B.C., eight years after he took up this lease, he moved a decree that provided for the refortification of Peiraeus (see Part I, note 113); perhaps it is unduly cynical to wonder whether his guarantors profited from the ensuing building contracts.

¹¹⁵ Since 6 out of the total of 86 leases involve sums in excess of 600 dr., thus requiring two guarantors, there are more possible guarantors than there are renters. Prominent men, or members of prominent families, among these are the guarantors of Leases nos. 1–4, 19, 24, 25, 28, 30–32, 40, 47, 56, 60–62, 68, and 77. Again, the evidence for prominence is not always very strong.

¹¹⁶ The very expensive leases, of course, such as that of no. 30 (discussed above, footnote 114), would not have been subject, in practice, to such restrictions, nor, probably, would properties in “new” areas that might involve considerable development capital, beyond the reach of small men.

out *temene* owned by the State.¹¹⁷ The Poletai were responsible for the leases of State-owned mines, as well as for the sale of confiscated property, but it seems unlikely, in light of Aristotle's remarks, that they also had charge of the leases of sacred properties not owned by the State.¹¹⁸ If the Archon Basileus was, in fact, the officer responsible for these leases, it follows that the stelai themselves may have been set up near his office in the Stoa Basileios, as the findspots of most of the fragments suggest.¹¹⁹

Where was the rent paid and when?

Again, Aristotle provides the necessary information:¹²⁰ "The Archon Basileus places [before the Boule] the leases of *temene*, listed upon whitened boards. The leases of these are also for ten years, and the instalments are paid in the [ninth] prytany of each year, so that in this prytany the largest sum of revenues is collected. The records of the instalments are then placed before the Boule: after this, the public slave has charge of them. Whenever instalments become due, this man takes down from the shelves and gives to the Apodektai those on which the money is to be paid and the debt canceled on that day. The rest are kept separately so that they may not be canceled [until the debts are paid]. There are ten Apodektai, one chosen by lot from each tribe. These men take the records and cancel those on which payment has been made, in the presence [of the Boule] in the Bouleuterion; they then give back the records to the public slave. If a man has failed to pay the instalment due, his name remains upon the record and he must pay double the amount in arrears or be imprisoned: the Boule has full powers under the laws to exact the money in such cases or to imprison [the debtor]." If, therefore, the present series of leases represents a public consolidation and encodement of separate leases granted by the Archon Basileus and filed with the public slave, payments of rent, when due, were made to the Apodektai and the appropriate action taken before, or by, the Boule. I have suggested earlier that one purpose behind the engraving of these stelai was to introduce a standard procedure: despite Aristotle's phrase "whenever instalments become due",¹²¹ I suspect that such standardization applied also to the terms and due dates of individual leases: the enabling decree may have said something to the

¹¹⁷ See footnotes 75, 91, and 92 above.

¹¹⁸ But see footnote 75 above: in 418/7 B.C., at least, they seem to be responsible, in party with the Archon Basileus, for the granting of such leases, and between 338/7 and 335/4 B.C. they appear to have had sole responsibility for granting such a lease, on a specific occasion (footnotes 76 and 92 above), which may have required special measures and procedures.

¹¹⁹ The bulk of the new fragments derives from the north side of the Agora (Areas L, M, O, and P, all south or southeast of the Church of Haghios Philippos: Stele 1, fragments *a, c, d, e*, and *f*; Stele 2, fragments *a, b*); the findspot of the remaining fragment of Stele 1 is unknown (fragment *b*). Stele 3 was found on the Akropolis, west of the Parthenon; Stele 4 comes from the center of the Market Square of the Agora (Area K 9); and Stele 5 was found on the northeast slope of the Areopagus (Area M 23), to which it might have come from the Akropolis. There is thus a case for siting Stelai 1 and 2 not far from the Stoa Basileios, which stands west and south of the Church of Haghios Philippos, at Area I 4–5; the fragments, or, perhaps, the stelai themselves, may have been employed in the post-Herulian Fortification Wall as building material. The same might be true of Stele 4. Thus, it may be that Stele 3 is a copy of another stela, one being set up near the Stoa Basileios, the other upon the Akropolis where Stele 3 was found, and the same may be true of Stele 5, if the latter, indeed, does belong to the same series as the rest.

¹²⁰ *Ath. Pol.*, 47.4–48.1.

¹²¹ *Ath. Pol.*, 47.4.

effect that “the rent becomes due, and must be paid, during the ninth prytany of each year.” Thus, there was no due day, as such, but rather a due month; such a procedure would permit renters from distant parts of Attica, or those who had other business, to make their payments at a time convenient to them, so long as it occurred within the ninth prytany, rather than face punishment for failure to pay their rent on a specific day of the month. I do not believe that so elaborate a procedure as the consolidation of hundreds of leases upon five, or more, marble stelai allowed room for variations of terms and of due dates and all the confusion and opportunity for avoidance of obligation that this would have entailed.

THE LESSORS

The heading of Stele 1 (line 3) identifies Athena Polias as the owner of the properties whose leases were recorded upon this stele. The texts themselves, however, indicate that several other deities were also involved; thus, the heading should probably be restored, in part, to read “property of Athena Polias [and of the Other Gods]”. These “Other Gods” include the unknown deities who own the properties listed in Leases nos. 1–6, but, otherwise, they are almost all well-known, even major Attic deities: Athena [Polias?] (Lease no. 77); Artemis Agrotera (Leases nos. 28–30); Artemis Brauronia (Leases nos. 45?–49; perhaps, also, Leases nos. 79–81?); Herakles in Kynosarges (Leases nos. 31–33; perhaps also, Herakles in Marathon: Leases nos. 34–39?); Zeus Olympios (Leases nos. 23–26 and 43); and, possibly, Apollo (Delios? or Pythios?: Leases nos. 20–22?); Leases nos. 50–69 might, conceivably, pertain to property owned by Amphiaraos at Oropos; and the remaining leases are unassignable to any particular deity. The absence of minor deities from the records may be merely an accident of survival: after all, only about ten percent, or less, of the original material survives. Nevertheless, it is remarkable that on Stele 1, the most extensively preserved of the series, minor cults seem to be so little represented.

HISTORICAL SIGNIFICANCE OF THE LEASES

The date of Stele 1 is unquestioned: these leases were granted, or at least recorded upon this stele, in 343/2 B.C. The dates of Stelai 2–5 are not known: the character of their script, however, suggests a date about 10 to 15 years after that of Stele 1. External evidence discussed above points to a date 10 years after that of Stele 1, a date not at variance with that suggested by the evidence of the script; I believe Stelai 2–5, in fact, to be the product of a decennial revision of the system of leases to be found on Stele 1.¹²²

¹²² Although there are considerable similarities between the scripts of Stelai 2–5, I am not sure that the same mason inscribed them all. The characteristics of the lettering of each of these, however, are such that I feel confident in saying that all are of the same date; the distinctive arrangement of the texts, in particular the masons’ habit of beginning each lease rubric one space to the left in the column margin, supports this conclusion. What the date may be rests upon two points: the similarity of the script, spacing, and letter size to those of other epigraphic documents more securely dated, and arguments about the context and circumstances of the leases themselves. In terms of script alone, I believe that Stelai 2–5 belong with other documents of the Lycourgan era, that is between 338 and 326 B.C.: D. M. Lewis confirms this view (*per ep.*), remarking that “when I first looked at it [Stele 3], it was very much because it looked so close to [IG] II², 1496, and I remain of the opinion that it is actually Lycourgan.” On the second point, that of context and circumstances, I have dis-

The era of Lykourgos, like that of his predecessor Euboulos, was, we know, a period during which the finances and religious administration of the State were thoroughly revised and overhauled.¹²³ The system of leases that is evidenced by these stelai falls squarely within the period of this revision: Stele 1 was inscribed during Euboulos' regime; Stelai 2–5, I believe, during the regime of Lykourgos. In fact, Stele 1 provides evidence that not all measures regarded as "Lykourgan" were the work of Lykourgos: this system of leases is evidently the work of Euboulos, or one of his group, at least in its original form.¹²⁴

What was the purpose behind the whole system of leases of sacred properties?

These leases were evidently administered by the State. They are, however, not the only leases of sacred property that we know of from the third quarter of the 4th century B.C.: several other lease documents of this period are the work of demes or of religious corporations.¹²⁵ These appear to be separate from the system that I have been discussing here, but their survival on stone perhaps suggests that demes and religious corporations were encouraged to follow the State in providing a permanent record of the leases that they granted. The impulse behind this may have been merely a desire to imitate the State, or it may have been the result of pressure from the State.

The existence of leases granted during the period under consideration by demes, as well as, perhaps, by phylai, along with those granted by religious corporations, such as

cussed (pp. 226–227 above) Aristotle's comment that the State leased out *temene* for terms of ten years: the present series of leases, I believe, qualify as *τεμένη δημοσία* of the same sort as those mentioned by Aristotle. Thus, the leases of 343/2 B.C. (Stele 1) would have come up for renewal or revision in 333/2 B.C. The "Lykourgan" date of Stele 3, which, I believe, applies also to Stelai 2, 4, and 5, suggests strongly that these leases are the product of the first ten-year revision of the leases of Stele 1, perhaps including additional properties not dealt with on Stele 1.

¹²³ For the career of Euboulos, see J. Kirchner, *PA* 5369 and *RE* VI, 1909, cols. 876:1–877:50, *s.v.* Euboulos 8, and G. L. Cawkwell, "Eubulus," *JHS* 83, 1963, pp. 47–67. For Lykourgos' career, see *PA* 9251 and *APF*, pp. 348–353; also *RE* XIII, 1927, cols. 2446:34–2463:62, *s.v.* Lykurgos 10, and F. W. Mitchel, "Lykourgan Athens: 338–322," in *Lectures in Memory of Louise Taft Semple*, 2nd ser., D. W. Bradeen, ed., Norman (Oklahoma) 1973, pp. 165–214. His financial measures are described by [Plutarch], *Vit. X Orat.*, 841 B–D. For decrees relating to his overhaul of the religious administration, see *IG* II², 333, 334 (*SEG* XVIII, 13) and 338, and the decree, possibly concerned with the Amphiarraia, recently published by me (M. B. Walbank, "Regulations for an Athenian Festival," *Hesperia*, Suppl. XIX [footnote 81], pp. 173–182); see also Straton's decree of 307/6 B.C., by which posthumous honors were conferred upon Lykourgos (*IG* II², 457).

¹²⁴ Indeed, the Skene mentioned at Stele 1, Column III *c*, lines 14–17, with which Euboulos seems to have been involved in some way, if it is, in fact, the Skene of the Theater of Dionysos Eleuthereus, is evidence of yet another "Lykourgan" project that, in fact, was set in motion by Euboulos (see Part I, pp. 118, 124 and notes 59, 60). F. W. Mitchel suggests with great plausibility (*per ep.*) that my "someone of Euboulos' circle" was actually Lykourgos himself: his career before 338 B.C. is remarkably undocumented, and Mitchel comments: "What had Lykourgos ever done that signaled him as such a competent and honest financial expert that he was elected as the first holder of a new job [ὁ ἐπὶ τῆι διοικήσει]? I believe that he was a faithful (literally!) member of Euboulos' camp and had not split off when Demosthenes did." Lykourgos' job in the Euboulos-group "was the thing in which he was most interested—the reorganization of the cults."

¹²⁵ *Pachturkunden*, nos. 23 (mid-4th century), 24 (mid-4th century), 25 (346/5), 26 (339/8), 27 (after 350): all leases granted by demes, to which, perhaps, we should add nos. 29 (321/0) and 30 (324); and nos. 35 (second half of the 4th century: meritai), 37 (after the middle of the 4th century: orgeones), and 38 (333/2: orgeones). On meritai and their activities, see now Jameson (footnote 81 above), pp. 72–73.

meritai, phratries, or orgeones,¹²⁶ suggests that the State did not take over and administer all sacred property: that under the control of demes and phylai seems to have remained under their control. The same is clearly true of corporations: indeed, it may be that the State took over only the property of cults that was *not* under the control of demes, phylai, or religious corporations and the like. Whether its control extended to all such cults we cannot say: the financial records of the epistatai and tamiai at Eleusis for 332/1–329/8 B.C., however, include as an item of revenue moneys deriving from leases that were granted by several officials, including the Archon Basileus.¹²⁷ Does this indicate that some, at least, of the property of the Eleusinian Gods was leased out by the State, and not directly under the control of the cult authorities? I believe that this is the case, and that, if the records in the present series of leases were complete, they would include ownership formulas in which the Eleusinian Gods were named. The Eleusinian accounts, however, indicate that not all the property owned by these Gods was placed under State control: some, at least, continued to be administered by the cult's own officials. The question of how all embracing was the State's assumption of control must therefore remain unanswered.

Lacking knowledge about the extent to which the State assumed control of cult properties, we are, unfortunately, unable to answer another question: to discover the purpose behind this gathering of the property of so many different cults into one basket, and thus to determine whether the officers of the State wished to acquire new revenues for Athens, or merely to make things easier and less costly for the cult authorities.¹²⁸ Unfortunately, no

¹²⁶ In addition to the leases recorded in *Pachturkunden*, we know, of course, of considerable holdings of land by trittyes, phylai, demes, and various religious organizations (see Andreyev, pp. 26–46, esp. pp. 38–39, 43). Leases that were granted by phylai during the 3rd century are *Pachturkunden*, nos. 19 and 20. There is also an unpublished stele, in very poor condition, that was found in the Athenian Agora (Agora Inv. No. I 6793: preliminary notice by R. E. Wycherley, *The Athenian Agora*, III, *Literary and Epigraphic Testimonia*, Princeton 1957, p. 225 [Addendum to p. 92]. This will be published by M. K. Langdon, who has very kindly shown me his text): this document relates to leases granted by the phylai Aiantis and Aigeis, over which disputes seem to have arisen and which became the subject of arbitration. The date is probably in the second or third quarter of the 4th century B.C.

¹²⁷ *Pachturkunden*, no. 15 (= *IG* II², 1672), lines 242–247 (331/0 B.C.), 252–255 (332/1–329/8 B.C.) and 299 (undated, revenues deriving from a lease on Imbros): the first entry runs as follows: [εἰς μυστήρια] | τὰ μέγала ἔδωκαν ταμίαι τοῖν θεοῖν οὐ μερισ[άν]των τῶ[ν ἀποδεκτῶν¹² μισθωμάτων] | ἃ ἐμισθωσεν ὁ βασιλεὺς καὶ οἱ πάρεδροι καὶ οἱ ἐ[πι]στάται οἱ [᾽Ε]λε[υ]σινόθεν καὶ οἱ ἐπιμεληταὶ τῶν] | μυστηρίων, Εὐθυκράτης Δρακοντίδου Ἀφιδναῖ, Κ[α]λλικράτης Κ[α]λλι[κρατίδου Στειρι^{ca.3} εἰς μυσ] | τήρια τὰ μέγала ἐπ' Ἀριστοφάνους ἄρχοντος μισθ[ω]μάτων, ὧν ὁ βασιλεὺς καὶ οἱ πάρεδροι καὶ οἱ ἐπι] | στάται οἱ Ἐλευσινόθεν καὶ οἱ ἐπιμεληταὶ τῶν μυστηρίων ἐμισθωσαν, [ἔδωκεν ταμίαι τοῖν θεοῖν] | Αἰσχύλος Ἰππίσκου Παιονίδης ΗΗΔΔ οὐ μερισάντ[ω]ν τῶν ἀποδεκτῶν. The second entry is much briefer and concerns payment in kind (medimnoi of barley) as rent for a property known as the Raria.

¹²⁸ Pseudo-Aristotle (*Oikonomika*, 2.1346b, 13f) mentions an occasion when the State of Byzantion, “being short of funds, leased out sacred enclosures that belonged to the State, those that were fertile, for a definite term, and those that were unproductive, in perpetuity; in the same way, they treated temene that belonged to thiasotai and to clan-bodies and all that were situated on private estates.” The thiasotai were recompensed by the grant or sale of lands that had belonged to the State and that lay near the gymnasium, the Agora, and the harbor, as well as certain monopolies and rights to collect taxes, on condition that they paid one third of the proceeds to the State. Such a procedure might well have been followed here (for a discussion of this passage, see Lewis, *op. cit.* [footnote 74 above], pp. 189–190 and Andreyev, pp. 16–17).

other accounting record from the period under consideration contains any entry that might be identified with the revenues that these leases would have produced, so that it is impossible to say what was done with these moneys when they were received.¹²⁹

There is one further question to be asked: *What happened to these leases at the end of the second period of ten years?* Were they simply leased out again in 323/2 B.C. and the record of these leases not committed to stone or are they still to be identified?¹³⁰ Or were they, and the system that they represented, abandoned in favor of some other arrangement?

This question, too, cannot be answered at present. There exists, however, the intriguing possibility that the successor to these two sets of leases of sacred properties may be that series of sales known today as the *Rationes Centesimarum*.¹³¹ It has long been known that the sales recorded in this series represented property that was owned by corporations, not by private individuals;¹³² more recently, it has been recognized that the sales probably occurred all at the same time and that their date lay between 330 and 315 B.C.¹³³ Also, many of the sellers seem to have been cult organizations.¹³⁴ Thus, it does not seem to me impossible that the *Rationes Centesimarum*, in whole or in part, are the result of a decision on the part of the State to abandon the former system of leasing-out such cult properties in favor of outright sales and that this decision was taken when the leases that had begun in 343/2 came up for a second decennial revision, in 323/2 B.C.¹³⁵

It is to be hoped that, one day, new readings or new finds will provide the answers to the questions that for the present must be left unsolved; I should hope, too, that some of my speculations and hypotheses may thereby be confirmed or be rendered invalid.¹³⁶

¹²⁹ Apart from the accounts mentioned in note 127 above, such entries might be expected to occur in a document such as *IG II*², 1496, the accounts of the Treasurers of Athena for the period 334/3–331/0 B.C., which include several accessions of funds from cult sources.

¹³⁰ For instance, the lease record *Pachturkunden*, no. 12 might conceivably belong to such a review, if the series were continued on down into the mid-3rd century B.C., but is more likely to be a totally separate occurrence.

¹³¹ *SEG XXI*, 569–579: see footnote 74 above.

¹³² First recognized in 1873 by U. Koehler (*IG II*, 784–788).

¹³³ Lewis, *op. cit.* (footnote 74 above), p. 191.

¹³⁴ See the lists of sellers in Lewis, *op. cit.* (footnote 74 above), pp. 200–209, Appendix A, and Andreyev, pp. 27–35, Table A. The cult organizations are listed on what Lewis (p. 198) identifies as the third stele of the series.

¹³⁵ See Aristotle, *Ath. Pol.*, 47.4, on ten-year terms for leases of *temene* granted by the State. Since Stele 1 is securely dated, if I am correct in assuming that these leases conformed to the system described by Aristotle, whether or not Stelai 2–5 do represent the decennial revision of 333/2, a second decennial revision in 323/2 is at least hypothetically possible. M. H. Jameson comments (*per ep.*): “A minor problem [with this hypothesis regarding the *Rationes Centesimarum*] is that in them we go back to a variety of officials as sellers—*demarch*, *komarchs*, *epimeletai*, *hieromnemones*, *phratry*: a curious reversion if the State has been handling the leasing for the past 20 years at least.” This does not surprise me as much as it does Jameson: it seems to me that local public officials, on the spot in each case, would be better able to cope with such sales than would be cult authorities whose offices might lie at some considerable distance from the properties of which they are disposing. I am more disturbed by the lack of demonstrable correspondences between any of the properties recorded in these leases and those whose sales are registered in the *Rationes Centesimarum*.

¹³⁶ I take this opportunity of thanking the Social Sciences and Humanities Research Council of Canada and the University of Calgary for making it possible to spend part of a sabbatical leave in Princeton, N.J. during April and May of 1982, when much of the research for this series of articles was completed, and to the Insti-

APPENDIX

CONCORDANCE TO D. BEHREND, *PACHTURKUNDEN* (see footnotes 1 and 71 above)

<i>Pacht- urkunden</i>	<i>IG, SEG, etc.</i>	<i>Pacht- urkunden</i>	<i>IG, SEG, etc.</i>
1	<i>IG</i> I ³ , 1 (= <i>IG</i> I ² , 1+)	24	<i>AthMitt</i> 49, 1924, pp. 1ff.
2	<i>Hesperia</i> 40, 1971, pp. 162-173, no. 23 (= <i>IG</i> II, 30 + <i>SEG</i> XXV, 63)	25	<i>IG</i> II ² , 2492
3	πράσεις ἐπὶ λύσει	26	<i>IG</i> II ² , 2493
4	<i>AthMitt</i> 14, 1889, pp. 137ff.	27	<i>IG</i> II ² , 2497
5	<i>IG</i> I ³ , 44 (= <i>SEG</i> X, 26)	28	<i>SEG</i> XXI, 644
6	<i>IG</i> I ³ , 84 (= <i>IG</i> I ² , 94)	29	<i>IG</i> II ² , 2498
7	<i>IG</i> I ³ , 418 (= <i>IG</i> I ² , 376+)	30	<i>SEG</i> XIX, 117 (= <i>IG</i> II ² , 1176+)
8	<i>IG</i> I ³ , 386/7 (= <i>IG</i> I ² , 313/4)	31	<i>Hesperia</i> 32, 1963, pp. 12-13, no. 10
9	Xenophon, <i>Anabasis</i> v.3.13	32	<i>IG</i> II ² , 2500
10	<i>IG</i> II ² , 1590 (= Stele 1)	33	<i>IG</i> II ² , 1590 a
11	<i>IG</i> II ² , 1591 (= Stele 1)	34	<i>SEG</i> XXI, 527
12	<i>IG</i> II ² , 1592	35	<i>IG</i> II ² , 2496
13	<i>SEG</i> XVIII, 13 (= <i>IG</i> II ² , 334+)	36	<i>IG</i> II ² , 1241
14	<i>IG</i> II ² , 2495 (= Stele 3)	37	<i>IG</i> II ² , 1361
15	<i>IG</i> II ² , 1672	38	Πραγμ. Ἀκ. Ἀθην. 13, 1948, no. 2
16	<i>SEG</i> XIV, 78 (= <i>IG</i> II ² , 1035+)	39	<i>IG</i> II ² , 2499
17	Mining leases	40	<i>IG</i> II ² , 2501
18	<i>IG</i> II ² , 411	41	<i>IG</i> II ² , 1289
19	<i>IG</i> II ² , 1165	42	<i>SEG</i> XIX, 125
20	<i>IG</i> II ² , 1168	43	<i>IG</i> I ³ , 237 (= <i>IG</i> I ² , 140)
21	<i>IG</i> II ² , 1172	44	<i>IG</i> II ² , 1100
22	<i>IG</i> II ² , 2491+2502	45a	<i>IG</i> II ² , 2490
23	<i>IG</i> II ² , 2494	45b	<i>IG</i> II ² , 2503
		45c	<i>IG</i> II ² , 2504
		45d	<i>IG</i> II ² , 2776

To this list should be added *SEG* XXVIII, 103, a quarry lease of 333/2 B.C. M. H. Jameson (*op. cit.*, footnote 81 above) has added new fragments to *Pachturkunden*, no. 26, indicating that this document contained the record of two leases with virtually identical clauses. *Pachturkunden*, nos. 10 and 11 derive from the same stele (my Stele 1), and nos. 30 and 31 also comprise parts of a single stele.

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