Four Attic Deme Documents Revisited
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FOUR ATTIC DEME DOCUMENTS REVISITED

In the process of carrying out research on the topic of sacred and public land in ancient Athens I studied and re-edited a series of Attic inscriptions that are directly or indirectly related to issues concerning land administration. I both inspected the actual stones and studied squeezes kept at the Centre for the Study of Ancient Documents in Oxford. Below I present four of them, all documents issued by Attic demes.1

D1. SEG XXIV 151; SEG XXIV 152 (= EM 12566)

Description: Intact pedimental stele of white (“Pentelic”) marble. The surface is very smooth, especially on its left side, with the result that a few letters have completely disappeared. It was discovered in 1923 built into the chapel of Metamorphosis, southeast of Pikermi. Dimensions: h. 0.92, w. max 0.37, w. min 0.35, th. 0.105, letter h. (D1a) 0.005; (D1b) 0.008 [Figs. 1, 2, 3].

D1a. SEG XXIV 151

ca. mid. 4th c. BC

Εὐθίππος δημαρχόντος

ἐβοδεῖν Τειθρασίον. Εὐδίκος ἐπεν ὅτι οὗ ἔρημος ὅπου οὐκ ἡ τειθράσιος τὰ κοινά καὶ ἑιδῶσι Τειθράσιοι τὰ ὑπάρχοντα καὶ τὰ προσόντα, ἀναγράφοι τὸν δήμαρχον·

5 [v] ὁ ἄνθρωπος κατάτατον μεμισθησάτω τῶν κοινῶν.

ἐβοδεῖν Τειθρασίον. Πάνδρος ἐπεν ἐπεὶ [ἰδὰ]ν ἸΩ ἸΦΗΠΤΟΥ ἐστὶν ἀνήρ ἀγάθος περὶ τὸ κοινὸ τὸ ἱερὸ[σ]τὸν θεοῦ τοῦ Ἐπ[ι][γ][η]γ[η][ν][ο][τ][ς] ὑπὲρ τοῦ Ἡράκλειου καὶ τὸ χορῆριον·

10 [v] ὁ ἄνθρωπος κατάτατον μεμισθήσατο τῶν κοινῶν.

Ἐπεί [ἰδὰ]ν ἸΩ ἸΦΗΠΤΟΥ ἐστίν ἀνήρ ἀγάθος περὶ τὸ κοινὸ τὸ ἱερὸ[σ]τὸν θεοῦ τοῦ Ἡράκλειου καὶ τὸ χορῆριον·

15 [v] ὁ ἄνθρωπος κατάτατον μεμισθήσατο τῶν κοινῶν.

Αἴτε ἐπεί [ἰδὰ]ν ἸΩ ἸΦΗΠΤΟΥ ἐστίν ἀνήρ ἀγάθος περὶ τὸ κοινὸ τὸ ἱερὸ[σ]τὸν θεοῦ τοῦ Ἡράκλειου καὶ τὸ χορῆριον·

20 [v] ὁ ἄνθρωπος κατάτατον μεμισθήσατο τῶν κοινῶν.

ἐπεί [ἰδὰ]ν ἸΩ ἸΦΗΠΤΟΥ ἐστίν ἀνήρ ἀγάθος περὶ τὸ κοινὸ τὸ ἱερὸ[σ]τὸν θεοῦ τοῦ Ἡράκλειου καὶ τὸ χορῆριον·


1 I would like to express my gratitude to Dr Kritzas and Mrs Karapa-Molisani for granting me permission to study the documents in question at the Epigraphical Museum and to the staff of the museum, especially Mrs Choremi, for all the assistance they provided. My warmest thanks go also to Dr Crowther, Professor Parker, Professor Rhodes and Dr Thonemann for reading drafts of the present article, and, in particular, to Mrs Alipheri for help and illuminating conversations on epigraphical problems. Throughout the article the capital letter P designates epigraphical readings made by the author.
The editio princeps is that by Möbius 1924 (= M), who provided a majuscule copy of the inscription as well as an epigraphical transcription. Wilhelm 1935 (= W) relied upon Möbius’ article to suggest many improvements, but he politely reproached his predecessor for inconsistencies evident between the latter’s copy (Abschrift) and transcript (Umschrift). Wilhelm also urged a re-examination of the stone. I examined the inscription in July 2003 and again in July 2006 in the Epigraphical Museum. As Möbius remarked, the stone’s surface is eroded, probably much more so nowadays than 80 years ago. Although, in most places, I was able to make out text not provided by him were no longer visible to me. Such text I have underlined. However, it is difficult to say how much credence one must give to Möbius’ readings, since some can now be seen as patently wrong. The inconsistencies mentioned above, as well as Möbius’ tendency not to dot partly preserved letters, exacerbate such difficulties. In general I have silently removed dots and brackets here and there, commenting upon new readings only when they affect crucial points, but I have also placed my own readings next to those by Möbius and Wilhelm for the sake of comparison. Note that D1a appears to be one line longer than in previous editions because I have taken the first line (Εὐθύμιον δημαρχόντος) to be line 1 of the text.
The reading does not support the restoration by Wilhelm who, had also to accept a vacant space at the end of line 20, whereas no word division across lines can be observed in our document, 23–4. The reading concludes grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammatically with the relative clause ἐπὶ [ὁσι]ο[ [το]ι, καθάτις μελισθωτά] W, who, however, expressed his suspicion that a plural formula might have been preferable in order to keep the right number of letters in this line.6 The reading conforms grammat
almost certainly right to suggest that the payment of the rental was stipulated in ll. 32–3 rather than here, and in view of the ensuing reference to *eisphorai* I have put forward the supplement τ[ο]ύς ἀπ’ μισθοσαμένων ἀποδίδονται Θείθρασι[ῶν] τὰ τέλη ἐκάστῳ έποιος, for which cf. the Eleusinian lease IG II² 2500 I. 7, προσατόθεν[ῶν] ἄπλοι τῷ Θείθρασι[ῶν] τὰ τέλη ἐκάστῳ έποιος. For [ἐκάστῳ έποιος] without the article cf. IG IX, 1 654 II. 2–6, τὸν ἔξοντα καὶ καρποὺμενον[ν] τὴν μὲν δεκάτην καταθήκειν ἐκάστοτε έποιος; IMylasa 85 II. 12–3, ἀπὸ τοῦ παρεξέργου ἐκάστου έποιος τοῖς γινομένοις τακτικάίς τής φυλῆς (and many other examples at Mylasa). The middle of line 31, however, remains difficult. The letters EI suggest either a dative ending, or a verb in the third person singular. I had thought of ἐξ[ν δοκ]εῖν, which makes almost no sense and does not totally agree with the traces on the stone, or, alternatively, of ἐξ[ν τὸ δέ]ιεῖ, which is only marginally better and one letter too long. The exact supplement eludes me.


Restorations and comments on D1b

1–2. The first preserved letter on this line is an *alpha*. Given the layout of the text (see my comments on the word φε[λ]ε[ν] in l. 2 below), it should belong to a feminine noun in the nominative designating a property. In the light of the heavy involvement of demes in the administration of outlying estates, μεμισθοφομενεῖς ἐκατοτῶν is an attractive supplement. This restoration, however, is incompatible with the text printed by Móbius ([μεμισθοφομενεῖς ἐκατοτῶν] etc). In fact, this could not have been the original first line of this section of the stele. The list of lessees and properties probably started earlier, in the illegible part of the inscription.

I have been able to read the common Ἀνδρο[κ]ε[λ]ής (70 entries in *LGPN* II, though none for Teithras), rather than the rare Ἀνδρόφρο<ν>ής (apart from our individual, 2 entries in *LGPN* II, both Hellenistic and both attested in Philaidai), which is not supported by the traces preserved on the stone. This individual’s patronymic was restored by Móbius as Π[υθο]ε. But Π[υθο]ε is not certain. Π[υθο]ε and Π[υφο]ε are all possible, and the latter is now favoured by Lambert. However, even Lambert’s restoration is based on Móbius’ dubious reading Τ[λ]ε[φ]ρος[ιος], of which I am very suspicious. I think that the traces of ll. 1–2 favour the restoration Ἀνδρο[κ]ε[λ]ής [Τείθρ]έφρος[ιος] (with no patronymic), although I am unable to say what followed.

Móbius obviously understood the word Φε[λ]ε[ν] to be a toponym, thus transcribing it with a capital *phi*. Be that as it may, the regular form of the word as attested in literary sources is *φιλλαυος*. The final *sigma* of the word is crucial for our understanding of the whole list. The similarly phrased formula in line 4 reads: μεμισθοφομενα χορηγοιν. As the clause stands, it is not clear whether χορηγοιν is a nominative or an accusative, but the word *φιλλαυος* indicates that the former is true and, therefore, μεμισθοφομενα is a passive, not a middle, perfect. In this light, the use of μεμισθοφομενα constitutes no tautology.

3. Πυθόλος is otherwise unattested, but, linguistically, it is a perfectly acceptable name. The stem Πυθο- must derive from Apollo’s epithet Πυθος, whereas the diminutive suffix -υλος is often used in

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11 IG II² 2500 is now Clinton 2005, no. 176. The τέλη are of course the taxes imposed by the deme, not to be confused with the *eisphorai* (see Whitehead 1986, 156–7).


15 *LSF* s.v. *φιλλαυος*.

16 Cf. Behrend 1970, 80 who described the word μεμισθοφομενα as ‘tautologisch’.
name formation. Πυθύλαξ is, therefore, a new theophoric name, and can now be included in LGPN II as a *hapax*.17

5–6. Ἀπολλάδωρος Ὀνη Τειθράσιος; it has been reasonably assumed that the abbreviated patronymic enabled the differentiation of the said lessee from some homonymous individual18 and this may well be right. Although there are various possibilities for developing the abbreviated form Ὀνη brief investigation in LGPN II shows that the only personal name giving the right deme affiliation is Ὀνησιφόν.19 Indeed, a Teithrasian Ὀνησιφόν was father of Antisthenes, member and secretary of the Boule in the mid third century B.C.20 Ἀπολλάδωρος Ὀνησιφόν τοῖς Τειθράσιοι might then have been an ancestor of the third century councillor Antisthenes.

6–7. ἐκ τοῦτο καθάπαξ μεμεισθωταί; an enigmatic clause. It is hard to see why the duration of the lease had to be specified, since the impression given by the enacting decrees is that all leases offered by the Teithrasians were καθάπαξ. Be that as it may, if my interpretation of the verb μεμεισθωταί as passive is sound, the preposition ἐκ + (ablative genitive) τοῦτο here denotes the agent, i.e. the lessee Apollodoros.21

Analysis

The lower part of the stone bears a third inscription (SEG XXIV 153), a decree in honor of Euthippos, doubtless the demarch of line 1 of D1a. Euthippos is therein honored for having contributed from his own money to the construction of a statue. Interesting as it is, the third text presents no major epigraphical difficulties nor does it relate to land administration, and I have excluded it from this discussion. D1a and D1b have been meticulously analyzed by Wilhelm and Behrend.22 Here I will refrain from repeating points already made by them and I will confine myself to the most striking peculiarities of the inscription. D1a contains two decrees. The first is very laconic, was proposed by a certain Eudikos, and calls for the recording of all those who had let deme property: one gets the impression that rentals constituted the single most important item of Teithras’ budget.23 The second decree, moved by a certain Pandion, refers to the conferring of a lease on Xanthippos and his heirs. The duration of the lease is stipulated as ‘in perpetuity’, an expression which appears to fit well with the consistent references to leases conferred κατάπαξ (II. 5, 28). But should the rare adverb κατάπαξ be taken as a synonym to ἐκ τῶν ἄξει χρόνον? I believe that there might be an actual difference between them. Whereas Xanthippos’ lease was by default bestowed upon his heirs (it was therefore ἐκ τῶν ἄξει χρόνον), κατάπαξ might have merely referred to the lifetime of the lessees, with no transference of leasing rights to the heirs of the lessees upon their death.24 Whatever the truth, it seems that, for reasons unknown to us, the demesmen of Teithras opted for long-term leases, rather than for ones of limited chronological scope. The other valuable piece of information we gain from the new readings is the value

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17 Etymology of the suffix -ωλαξ: Chantraine 1933, 249–51. Similarly formed theophoric names: Ἀθάναλος, Βακχιλός, LGPN I s.v.v. (Cos and Ceos respectively); Μανδριλός, I.Éphec s 945; 3004 (I owe all these references to Dr Thonemann).

18 Cf. Whitehead 1986, 72 n. 27.

19 Cf. Kirchner apud Möbius 1924, 6; Woodhead in SEG XXIV 151: ‘e.g. Ὀνη(σιφόν)’.

20 Agora XV 86 ll. 5–6, 20.

21 Behrend 1970, 76 n. 120 expressed his bewilderment at the meaning of the phrase, but see Luraghi 2003, 100–1, and George 2005, 115–7, who demonstrates that Herodotus, and occasionally Thucydides, had a propensity for the use of ἐκ in PAC (Passive-with-Agent-Constructions).


23 The κοινά here are clearly landed property belonging to the community of the Teithrasians (which is not exactly what Veligianni-Terzi 1997, 139–40 n. 422, understands them to be; Jones 2004, 118–9 is much better). Whether they were sacred (thus Osborne 1988, 283 n. 12) or secular property, or even both (as I believe) is another issue.

24 Contra Behrend 1970, 76 who believes that ἐκ τῶν ἄξει χρόνον and κατάπαξ (καθάπαξ) can be used interchangeably. But the emphatic use of the prepositional phrase ([π] ἄμφωτερα, meticulously analyzed by Tréheux 1953, would give further credence to my view.
of the rental, i.e. 220 drachmas. In terms of deme properties the price is slightly above average, a fact perhaps reflecting the liturgical nature of the lease.\textsuperscript{25} The second half of D1a contains general stipulations for the administration of the deme’s rented properties. In a sense it looks like an amendment to Eudikos’ succinct decree. The demarch and three men are instructed to write down the names of the rentiers as well as the rentals paid and to update the pre-existing records by erasing the names of previous lessees. Further stipulations are laid down concerning the payment of \textit{eisphorai} and perhaps \textit{tele}, the designation of Elaphebolion as the month when rentals had to be paid, and so on.

Text D1b, a record of properties and lessees, is unfortunately badly preserved. One can make out three leaseholds, one of which refers to a rocky area (\textit{φελλές}), another to a piece of tillable land (\textit{χωρίων}), and a third one possibly, though by no means certainly, to an outlying estate (\textit{ἐξαχωρίτιδε}). Regarding the \textit{phelleus}, there seem to have been two cooperating lessees, one of whom was of the deme Oa. This is a rather rare occurrence of an outsider lessee, the usual pattern being that of lessees belonging to the leasing demes.\textsuperscript{26} Although Oa’s location has not been firmly established, it was probably situated near Teithras.\textsuperscript{27} The geographical proximity along with the fact that the landholding in question is designated as a \textit{phelleus} – a term traditionally associated with pasturage – raises the interesting possibility that small scale transhumance was the latent reason behind the two lessees’ decision to enter a joint transaction.\textsuperscript{28} Be that as it may, the format of the list is as follows: recording of the act of leasing (\textit{μελετθοῦται}), description and geographical designation of the leased property, name/s of the lessee/s. One particular characteristic deserves attention: despite the fragmentary condition of the list, no monetary sums appear to have been recorded. The format, no doubt, corresponds to the stipulations laid down by Eudikos at the beginning of the stele, that is this is the list of the lessees written down by the demarch alone.\textsuperscript{29} On the other hand, the \textit{stele} envisaged in Pandion’s motion where rentals had to be explicitly specified must have been a separate one.

\textbf{D2. \textit{IG} II\textsuperscript{2} 1196 (EM 12678+12678a)}

Description: Two fragments of white (“pentelic”) marble joining each other. Broken all over bar the right face, which is inscribed. Traces of cement on the surface of the stone indicate that it was reused. Across the right edge of the front side an almost vertical flake has peeled.\textsuperscript{30} Provenance: Trakhones. Bibliography: Lolling 1879, 201–6 (= L); \textit{IG} II(5) 584c (Köhler); \textit{IG} II\textsuperscript{2} 1196 (Kirchner); \textit{SIG}\textsuperscript{3} 914 (Dittenberger – Hiller); Scafour 2004, 94–106 (= Sc) [cf. Whitehead 1982, 38–9 (= W); Chandezon 2003, 22–4].

Dimensions: h. 0.24, w. 0.42, th. 0.20, letter h. 0.005 [Figs. 4, 5].

\textbf{D2a}

missing text

\begin{verbatim}
1 [................] \nu \mu[\iota\sigma\theta]\omega[\nu\tau\omega\sigma\sigma\nu]? \Lambda[\ldots]\Omega[................] \text{stoichedon 57}
[................] \tau\omega[\iota\delta\kappa\alpha\sigma\tau\tau\rho\omega\iota\iota, \tau\delta\varepsilon\nu\pi\rho\alpha]\varepsilon[................]
[................] \alpha[\iota\varepsilon[\iota\varphi\omega\nu\tau\sigma\delta\kappa]\varepsilon[\nu\lambda\nu\alpha]\varepsilon[................]
\end{verbatim}

\textsuperscript{25} However, the problem of what is “average” rent is difficult to resolve; see Whitehead 1986, 154–5. For the interpretation of Xanthippos’ lease as a \textit{quasi}-liturgy see Whitehead 1986, 158; Walbank 1991, 156–7; Jones 2004, 119. This interpretation is \textit{de facto} linked with the problem of Xanthippos’ identification. Following a line of reasoning advocated by Whitehead 1986, 72 n. 27 (the “honorary patronymic” is omitted when the honorand is a demarch) I would tentatively suggest that Xanthippos had been the predecessor of Euthippos in the demarchy of Teithras.

\textsuperscript{26} Cf. Osborne 1985, 54–5.

\textsuperscript{27} Traill 1975, 43 with maps 1–2.

\textsuperscript{28} Cf. Krasilnikoff 2000 (to be read with some caution).

\textsuperscript{29} Cf. Behrend 1970, 80.

\textsuperscript{30} The damage seems to have occurred after the discovery of the stone not only because it looks recent, but also because letters clearly read by Lolling (end of II. 7–13) have disappeared.
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[missing text]

D2b

[missing text]

stochedon 15

[missing text]
Despite the stoichedon pattern of 15 letters, D2b has 17 letters in line 11 and 16 letters in lines 8, 12, 16, 20, 21, because the stone-cutter occasionally added one further letter at the end of each line and because he demonstrably squeezed two letters in one stoichos in the case of line 11. These observations can be very helpful for our understanding of D2a, since, as far as I can tell, both texts were cut by the same mason. D2a has been traditionally restored as consisting of 57 letters per line, no doubt correctly. Lines 10, 11 and 13, however, have one added letter at their end, just as in D2b. More specifically, lines 10 and 13 consist of 58 letters, whereas line 11 is restored as consisting of 59 letters on the assumption that the cutter had somewhere occupied one stoichos with two letters. Careful as one should be about restoring epigraphical texts on the assumption of a cutter’s mistake, D2b shows that this was not inconceivable in relation to D1a, even though I have throughout my restorations tried to maintain the 57-letter pattern wherever possible.

Epigraphical notes on D2a
1. In the 16th stoichos I can make out an almost certain nu. Following it, I can very hesitatingly detect a vertical stroke which, at an angle, meets a hasty slanting downwards and to the right. If these are not random traces of erosion, they could belong to a nu or a nu. In stoichos 26 sigma is clear, and of the following two letters I can make out the two slanting bars of an alpha and the two vertical strokes of what I perceive to be a nu. I dot both letters and I provide the reading μ[σθ]οντωσαν τό(ε[ι] L, [ο]ντωσαν[v] IG).31 In the 29th stoichos I can see two slanting strokes meeting at the upper part. The letter looks like a lambda (so IG), but it could be an alpha or a delta. In stoichos 32 a circular element is clear (omicron, theta, or even an omega?), but in the next stoichos I can see no trace (L gives a vertical stroke). Perhaps μ[σθ]οντωσαν Α[ει]ων[ει], or μ[σθ]οντωσαν δ[ε τοι]ς δημοταίς? But given the uncertain reading of the mu and the legal character of our text (ξημίοντωσαν is a possible alternative. II 2. τάς δὲ παρα P, τάς [ει] παρα IG II 3. εευς τάς δικα[ς] P, [...]ΣΤΑΣ[...]L; the traces are very faint, but with proper light I was able to read the text above. II 4. [...]οι διδόνα P, [...]οι Καί L. II 5. [ει]ς τῶν τίνις δετί 8 ἀνάλοχοι [λ]ο[γ][ι][ζ][ε]σθαι? P ([ει]ς τῶν τίνις δετίς also Sc), [τ]ο[π]ο[ι]ο[ι]ς δετίς ἀναλόχοις (sic) L, [τ]ο[π]ο[ι]ο[ι]ς δετίς[...]Α[ι][μ][ι][ω][σ] El[,]O IG II 6. Before δικ[α]ζ[ε]σθαι I could discern faint traces compatible with the letters iota, sigma, probably a dative ending; previous editors print nothing here. δημαρχ[ων] P, δήμαρχ[ων] L. II 8. [τ]ι[ε]ς P, [τ]ι[ε]ς L, IG. II 10. εευς τηθηκα P, εευς[ει]ς Λακ[ι][ω]ς El[,]O IG II 12. [πρὸ τῆς ἐπιτρεπ][τών] Dittenberger – Hiller, IG; the new reading of a sigma in stoichos 15 renders Dittenberger’s restoration untenable. II 13. ν τῶν ἑκατών P, N τῶν ε[ι]κτών IG; I can see no trace of a vertical in stoichos 14 (thus also Sc). II 15. Ε[ν] ἐχορα ἀνεπίτσ[α]φα P, Τ[ο]ι[α][υ][τ]α ἀνεπίτσ[α]φα Dittenberger – Hiller, IG, Sc. Of the dotted epsilon only the uppermost horizontal is preserved, but all the following letters are clear. II 16. [π]ὲ[ι] P, [π]ὲ[ι] L, IG. II 17–8. δημαρχός P; δημαρχός L; δημαρχός IG.

Epigraphical notes on D2b
8. μ[π] Λ, μ[π] IG, probably a type error. II 11. εευς L, Sc, P, εευς Dittenberger – Hiller, IG; the letters epsilon, iota occupy the space of one letter.

Restorations and comments on D2a
2. Perhaps the same noun as in II 2–3 of D2b is to be restored here (see commentary ad loc.).
4. τὸν δημαρχὸν Δωρ[όθε]ν L, W. The restoration of the name here is crucial for the dating of the inscription. On the basis of the Aixonian demarch Δωρόθεος of IG I2 1198 (326/5) II 15–6, 20, Lolling,

31 The earliest attestation of the termination -τοοσαν in Attic epigraphy is in IG I2 204 (352/1) followed by SEG XXVIII 203 (332/1). The mixed ending -τοοσαν is first found in the aorist imperative μισθωσάτοοσαν in IG I2 1241. 52 (300/299); see Thraatte 1996, 462–5, and cf. Simms 1998, 93.
and more recently Whitehead, wanted to place our decree in that archontic year. However, the identification of the deme of our inscription with Aixonone cannot be inferred from any internal evidence, but only from the findspot of the stone. The topographical problem has recently been revisited by Matthaiou who is keen to accept the identification of IG II 1196 as an Aixonian document, even though he advocates caution. Apart from these significant problems, I feel slightly uneasy about the existence of a personal name in a text which is permeated by impersonal legal language. It occurred to me that a clause in the honorific Aixonian decree IG II 1197 (II. 11–15, [kai] | ἐλεια αὐτοῖς τὰς αὐτὰς [ἐν]ῳ | ἀρχηγοὶ [καὶ τοῖς συνδικοῖς] | τοῖς περὶ Λάκητα δόσαι κατὰ τοῖς νόμοις δέδονται), where συνδικοί are mentioned, could provide a better basis for a supplement in our text. Something like διδόναι τὸν δήμαρχον διορ[εῖς τοῖς συνδικοῖς] may not be out of the question, but it is all very hypothetical, so I only provide it exempli gratia. Nevertheless, even though precise dating to 326/5 is to be rejected, the lettering suggests a date in the late Classical period (thus already Kirchner in IG).

5. τῇ δὲ ἀναλώσει [λ]ε[γί]ζεσθαι: for the restoration cf. SEG XXI 530 l. 17, λογίζεσθαι (sc. τὸν ἔστιτόρα) δὲ τὶ ἄν [ἐ]ναλωσί. The subject of the infinitive may be τὸν δήμαρχον.

6–7. δικαζεσθαί δὲ τὸν δήμαρχο[ν] τοῖς μισθώσεις ἄγορῶν | καὶ τεμενῶν οὐκ ἀποδεδωκόσιν καὶ τοῖς τῶν ἐννο[μ]ου τὴν τιμὴν οὐκ ἀποδῆ[ε]δωκότι is the restoration recently suggested by Scafuro. Ingenious as it is, it falls short of being totally convincing, especially in view of the absence of definite articles corresponding to τὸν ἐννο[μ]ου τὴν τιμήν, and I have chosen not to incorporate it in the main text. Nevertheless, Scafuro’s idea may work if modified: δικαζεσθαί δὲ τὸν δήμαρχο[ν] καὶ τοῖς τῶν χωρίων ταῖς μισθώσεις οὐκ ἀποδεδωκόσιν καὶ τοῖς τῶν ἐννο[μ]ου τὴν τιμὴν οὐκ ἀποδῆ[ε]δωκότι would give the right line-length, the right syntax and a fairly good correspondence between the χωρία and the ἄγορα of D2b.

10. [γενέσθαι τῇ] ἐπιτροπῆς is the technically correct expression recently suggested by Scafuro in lieu of the less accurate and somewhat misleading [ποιησθαι τῇ] ἐπιτροπῇ.


11. διόμασι δὲ καὶ | [τοὺς ἐπιτρέπαντας] ἐμμενεῖν etc., Scafuro’s supplement, is one letter too long. I prefer, therefore, to restore διόμασι δὲ καὶ | [πρὸ τῆς ἐπιτροπῆς], which has the right number of letters and neatly tallies with the temporal clause πρὶν εἰσέχασθαι εἰς τὸ δικαστήριον in l. 9.

13. As Hiller observed, the debtors who wished to go to arbitration had to swear that they would respect the arbitrators’ verdict and that they would either pay the rentals/taxes due or provide security. The restoration of the elliptical beginning of this line is problematic, not least because of the enigmatic τῶν ἑαυτῶν (to the best of my knowledge this emphatic use of the reflexive pronoun can only be matched by the phrase ἀυτῶν δὲ τὰ [δ]αυτὸ δικαστ[αν] in the famous Coinage Decree IG I 1453G l. 13, where the meaning is obscure). On the basis of ll. 7–8, καὶ τοῖς τῶν ἐννο[μ]ου τὴν τιμὴν οὐκ ἀποδῆ[ε]δωκότι, one expects τὴν τιμὴν or something similar to be the object of ἀποδώσει[[ν]. I could think of nothing better than ἀποδώσει[[ν τὴν τιμὴν ἀπάντ[α]ν τῶν ἑαυτῶν, which is not, however, very satisfactory.

14–5. My new reading excludes Dittenberger’s restoration (μήτε τὰ ἔνεξ[[u]ρα τὰ ἑαυτῶν ἀπολαβόντες ἄλλα τοῖς τα] ἄνεπ[α]φα ἀνύπητοῦσιν), which was anyway recognized to be unsatisfactory. One possible solution is to supplement μήτε τὰ ἔνεξ[[u]ρα τὰ ἑαυτῶν ἀπαφορομένοι ἄλλα ἔνεξ[[u]ρα ἄνεπ[α]φα ἀνύπητοῦσιν, for which cf. [Dem.] 47.42, διότι τὰ σκέψεις οὐκ ἀπεδίδου καὶ τὰ ἔνεξ[ου] ἀφελετα, but this forcible retrieval of pledges seems implausible. One would expect seizure of pledges by the demesmen followed by a new placement of unencumbered security, but μήτε

32 Also accepted by Scafuro 2004, 95.
33 Lolling 1879, 193.
34 Matthaiou 1992-8a, 163–4; Chanderson 2003, 22 is less hesitant.
35 Kirchner, though printing Dittenberger’s supplement in IG II 1196, noted in his commentary: ‘dubitanter nec spatii satisfaciens’. It is, indeed, one letter shorter than required.
17–8. I have restored these two lines on the assumptions: a) that the verb ἐθέλωσι holds to the relative clause starting with δοσι in line 14; b) that the nominative οἱ σύνδικοι necessitates an imperative form, rather than an absolute infinitive; c) that somewhere in the missing part of line 18 a new clause begins, for it seems hardly possible that οἱ σύνδικοι could syntactically stand next to ὅ δὲ δῆμαρχος, which is, in any case, followed by the prepositional adjunct μετὰ τῶν συν[δίκων]. I have strictly followed the stoichedon pattern. According to my suggested restoration the syndikoi here act as kategoroi.36 The supplement is partly based on ll. 21–2, [εἰσαγ]γόντων [εἰς] δικ[[αστήριον]


Restorations and comments on D2b

2–3. Perhaps some form of either [πα]ράκα[ταθήκη] or [πα]ρακα[ταβολή] should be restored here. Indeed, it is tempting to restore the same compound noun both here and in line 2 (τὰς παρὰς) of the main text. I consider it more likely that we should envisage here a [πα]ρακα[ταβολή] taken in its wider sense, i.e., as a deposit by a litigant ahead of a hearing (the arbitration in our case; see below).37


16. [ἄγ]ροϊς; Alipheri has now suggested [ἀ]ροῖ (personal communication). Though not epigraphically impossible, I believe that a reference to shrines is out of place here.

Analysis

Despite its apparent importance for a series of topics related to the Attic demes, such as land administration and taxation, judicial representation, forfeiture etc., IG II² 1196 had for years received rather little attention, until the almost simultaneous publication of two important discussions by Chandezon and Scafuro.39 Ironically, Chandezon’s assertion that ‘la face, très endommagée, est difficilement lisible, si bien que l’établissement du texte n’a rien gagné au réexamen du monument’ is effectively undermined by the new readings offered by Scafuro and myself. By and large, Scafuro has now provided a fresh and largely convincing re-interpretation of the text. The impulse behind this document seems to have been the management of the landed assets of Aixone and, more specifically, the collection of rentals from, or taxes on, pasturage. To be sure, the identity of the deme in question is nowhere recorded on the stone (unless my very tentative restoration of line 1 is sound), but, although the identification with Aixone has been suggested only on the basis of the inscription’s findspot, the topographical criterion appears compelling. Ever since Lolling’s editio princeps and his reading of [ἰπ]οποιοῖς in line 5, scholars have unanimously endorsed his view that the pasturage in question was


37 Harrison 1971, 179.

38 For the former cf. Dracon’s homicide law, IG I² 104.1, 13, τὰς δὲ ἐφέτος διαγν[δ]ν[σ]αι, with Stroud 1968, 49, and the law on arbitration quoted in Dem. 21.94, μενετοσαν ἐν τοῖς ὑπὸ τοῦτου (sc. τοῦ διαιτητοῦ) διαγνωσθεῖσα (rejected as spurious by MacDowell 1990, 317–8).

sacred. The new reading [δ]ημόται and the absence of any further supporting evidence tell against this theory: it can now be seen that the landholdings in question belonged to the deme of Aixone, not to any local cult, and were, consequently, secular. The other point in need of clarification is the exact meaning of the ἐννόμια. Hiller believed that the word meant ‘rights of pasturage’. However, the absence of any other parallels from Attica and the reference to ἀγροὶ in the oath of face B makes it more likely that the ἐννόμια were what we know them to have been from IG II² 2498, namely pastures. Scafuro, in any case, now endorses and expands this view in a quite satisfactory way.

Little can be deduced from the fragmentary opening lines of the decree. The first surviving line probably contains a stipulation for the leasing of the deme’s ἐννόμια. By line 2 the action has already moved into a law-court and line 3 reinforces the judicial aspect of our text with a mention of some unidentified trials (τὰς δίκας[?] in plural). In line 4 we have the first reference to the demarch, and in line 5 the same magistrate is probably instructed to charge the demesmen for unidentified expenditure. It might seem tempting, therefore, to interpret the ensuing clause, which, on one interpretation, calls for the demarch to stand trial (I. 6, δικάζεσθαι δὲ τῶν δήμαρχ[ῶν]), as the effect of his failure to fulfil his financial tasks. However, δικάζεσθαι is probably middle, not passive, here, and accordingly the demarch is instructed to bring a charge in a court against unknown offenders. Scafuro’s new suggestion that the latter were the deme defaulters of ll. 6–8 is persuasive.

Line 7 marks the beginning of the best preserved part of the inscription which seems to concern arbitration prior to prosecution of debtors to the deme, i.e. individuals who had fallen behind their rental obligations. The form of arbitration underlying here is that of ἐπιτροπή (ll. 8–9, ἐπιτρέπειν τοῖς δήμαρχοῖς); I. 10, [γενὴςα ἐπιτροπή; l. 12, [πρὸ τῆς ἐπιτροπῆς?] immortalized in the Menandrian comedy Ἐπιτρόποντες. Arbitration is envisaged as an option, if the debtors wished, but only under the condition that they swore an oath to abide by whatever decision was reached by the arbitrators, that is the demesmen. The latter, in turn, undertook to defer any legal action against the debtors. From what remains of the oath’s specifications, it seems that the debtors vowed to pay the rentals (or taxes) due or to provide security in the form of land.

This is one of the most intriguing points in the whole text. The placement of security is expressed here in a variety of ways and two possible deviations with regard to the procedure are envisaged. First we hear of τὰ βέβαια ποιη[σ]ειν (l. 13), a phrase unparalleled in Attic epigraphy. This expression arguably corresponds to the ensuing [ἐν]χειρα ἀνείπτ[αρ]α ἀνθυποτιθέσιν (l. 15). Similar provisions for the placement of security in (presumably) the form of land are not unknown from other deme-decrees. Perhaps it is no coincidence that an ἐνεχυροσία – the tangible effect of providing ἐνέχυρα – appears in the well-known lease of the Aixonian Φελλεῖς (IG II² 2492 ll. 7–9, ἐν ἐν δῇ μὴ ἀποδιδοὺν εἶναι ἐνεχυροσίαν Αἰξενεύσιν καὶ ἐκ τῶν ὀρῶν τῶν ἐκ τοῦ χορτοῦ καὶ ἐκ τῶν ἀλλῶν ἀπάντων τοῦ μὴ

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40 Thus Lolling 1879, 203; Dittenberger – Hiller in SIGI 914; Kirchner in IG II² 1196; Whitehead 1986, 113 n. 142.
41 This is a further reason why I am unwilling to endorse Scafuro’s supplement δικάζεσθαι δὲ τῶν δήμαρχ[ῶν] τοῖς μισθώσις ἄγρον | και τεμενῶν οὐκ ἀποδεδοκινθο | (see above my commentary on ll. 6–7).
42 For ἐννόμια as rights of pasturage see Hiller’s commentary in SIGI 914, and Rosivach 1991, 438, who hesitatingly connects IG II² 1196 to Andoc. 1.92, Κηφίσιοι μὲν οὖσοι πράμαμος ἀνὴν ἐκ τοῦ δήμαρχος, τὰς ἐκ ταύτης ἐπικρατίας τῶν ἐν τῇ γῇ γεωργοῦσιν ἐνεχύρος μὴς ἕλεξις, οὐ κατέβαλε τῇ πόλει. However, the Andocidean tax was certainly one levied by the state and not by any deme (cf. MacDowell 1962, 109). Chandezon 2003, 22–4 has very recently re-affirmed the interpretation of the ἐννόμια of our text as taxes, but his argument is marred by his contention that the verb of D1a ll. 7–8 is ἀποδοθοῖν (‘affirmer’), whereas the verb is of course the active ἀποδοῦναι.
45 The very early decree of the deme Sypalettos IG I² 245, esp. ll. 1–5, τὸ δημόσιον β[ε]β[α]σιν τῶν χρα[μά]των τοῖς ἀποδο[μί]α[ῖ]ν[οι] τὸ Συπαλτής(τά)την, may have some relevance; but the content is very obscure, albeit certainly financial, and, as Lewis in IG ad loc. maintained, it is unclear whether β[ε][β]ασιν or β[ε][β]ασιν should be transcribed.
The oath of face B has received even less attention than the legal text of the main side. Hoffmann thought that the oath was taken by the demarch, whereas Köhler followed by Kirchner believed that it was taken by the collector of the pasturage tax (i.e. the lessee). This interpretation has now been rightly dismissed by Scafuro who is inclined to attribute the oath to the demarch without excluding the possibility that it was the demesmen as ‘Schiedsrichter’ who swore it. Unfortunately, technical terms from the upper part of the text, which could potentially have been very helpful, are not fully preserved (see commentary on ll. 2–4 supra). In my view, the oath is taken by the board of the syndikoi. This interpretation is based on the expression [οὐτὶ ἔγὼ οὐτὶ] τῶν ἐμῶν οὐδεὶς which clearly implies a collective subject. What is more, it is rather unlikely that the lessees would have sworn to disclose to the demesmen any possible wrongdoings committed in the landholdings (ll. 11–6, καὶ εἰς τὸν λοιπὸν χρόνον ἄποσημον | τοῖς δημόσιαις ἑν | τινὰ τι εἰδόλοι ποιοῦσα τούτων ἔν τοῖς | θεοῖς). Their oath to the deme-arbitrators was a sanctified promise to abide by whatever decision might be taken (D2a ll. 11–2). On the contrary, the oath in D2b looks like a vow sworn on behalf of the whole community: the syndikoi, as the community’s official representatives, seem to be the most likely candidates.

46 IG XII(9) 90 ll. 2–6; the remaining lines make it certain that a piece of sacred land is at stake here. Cf. Knoepfler 1997, 375; 431 n. 187, and Chandezon 2003, 165–6.

47 Dem. 56.38, ἢ δὲ συγγραφὴ τὴ λέξει: οὐ μὰ Δ' οὐ ταῦθ' ἄ συ λέγεις, ἄ Διονυσίδωμεν ἄλλ' ἐν μὴ ἀποδῆξι τὸ δάνειον καὶ τοὺς τόκους, ἢ μὴ παράσχει τὰ ὑποκείμενα ἐμφανῆ καὶ ἀνέπαφα ... ἀποτύπων κελεύει σε διπλάσια τὰ χρήματα; SIG 672 ll. 30–1, ἐστιοφορὰ δ' τὰ ἐνέχυρα ἁμορφα[ῖα]να καὶ ἄνεπαφτα.

48 For the terms ἐνέχυρον and ἐνχεροφέω see Finley 1952, 28–9, 221–3, who regretfully did not delve into the present text. Building upon his analysis we should probably conclude that here the expression ἐνέχυρον ... ἀνεπαφθέοιν means ‘to place as security in the stead of’. See also Harrison 1971, 244–7.

49 Whitehead 1986, 113–4, believes that the σύνδικοι are mentioned here in the context of the arbitration, but it is clear that ll. 13 ff. concern repercussions for inscrutable lessees: the reference is to a trial following failure of arbitration. The court envisaged here must be the same as that of l. 2 (cf. Scafuro 2004, 103), a heliastic court, not a deme one. For σύνδικοι as ad hoc representatives of civic subdivisions in legal actions see Rubinstein 2000, 43–4 and passim.


51 Cf. Roebuck 2001, 295–6 who rightly observes the similarity of the formula used in this oath with that in the opening preserved lines of IG II2 1289 (another arbitration document), although he expresses no opinion on the oath’s subject.
D3. IG II 1206 (EM 7748)

Description: Tapering stele of white (“pentelic”) marble broken all over apart from its right side. 21 lines of partly preserved text cover the upper surface of the stone, whereas the lower 0.30m. zone has been left uninscribed. A relatively shallow hollow in the uninscription zone suggests that the stele was later reused, possibly as a threshold. Provenance unknown. Dimensions: h. 0.61, w. 0.35, th. 0.10, letter h. 0.005-0.006 [Fig. 6].

Editions: IG II(5) 587b [Kö(hler), who is responsible for most restorations]; IG II2 1206; Nemes 1987 (= N).

[....??....]ΝΤ[....????....] stoichedon 25
[....!??....]Ο[....??....]N
[....disanai] καὶ αὐτοῖς εἰς τῇ-
[v θυσίαν εἰς] τὸν ἐνιαυτὸν ἔκαστο-
5 [τὸν τόν ταμιᾶν καὶ τὸν δῆμαρχον-
[v si òn αἱ ἄρχω]χωσιν : ΔΔ : δραχμίας [ά]-
[πό τού ἄργυρου] τοῦ ἐγγεγραμμ[ν]-
[ου καὶ τοῦ θεοῦ] ἀτρόμου: ἐάν δὲ τὸ θέασ[τ]-
[ρον ἀπραπτον] τῆς, διδόναι αὐτοῖς[

Epigraphical notes and restorations
3-4. [....disanai] καὶ αὐτοῖς εἰς τῇν θυσίαν εἰς Π. [....!??....] καὶ α[υ]τοῖς [....?] Κό, [....!??....] καὶ α[υ]τοῖς [....?] Ν. [εἰς τῇν θυσίαν] can be restored on the basis of l. 12, [ε]ν τῇν θυσίαν. This leaves space only for [εἰς] τῶν ἐνιαυτῶν ἔκαστον, not [κατά] τῶν ἐνιαυτῶν ἔκαστον, which is the usual chronological formula; cf., however, IG II’ 222 ll. 44–6, [τὸ ἄρχω]χωσιν τού ἐγγεγραμμένον, [ο]ν καὶ τοῦ θεοῦ ἀτρόμου. Hence, τὸν γραμματέα ὑπὲρ τῶν δημοτῶν Whitehead 1986, 140, n. 106. However, the ensuing stipulation shows the demarch being ordered to give money for the erection of the stele to more than one recipient (l. 19, δοῦναι αὐτοῖς). Hence, τὸν γραμματέα μετὰ τῶν δημοτῶν seems preferable. ll 17–8. [ἐν τοῖς ἱεροῖς τῆς Αἴτημος τῇς Τις τῆς ἴππες] P, [ἐν τοῖς ἱεροῖς τῆς Αἴτημος τῇς ἴππες] Κό; the improved reading was first made by S. Alipheri and G. Steinhauer who are currently ordering the IgII documeunets for the new IG II’ edition. I examined the crucial line with Mrs Alipheri in April 2006 and I can confirm the soundness of the new reading. ll 21. [ἄγγελοςαθα] Κό, [ἄγγελοςαθα]: N correctly.

Analysis
In 324/3 the deme of the Piraeus contracted the repairs of the theatre at Mounychia to four individuals. The latter were commissioned to make free use of soil and stones extracted from the temenos of Dionysus, presumably the nominal owner of the theatre. In return the contractors – named alternately προϊμουσικη and ὅμηται – were authorized to extract the tickets from the spectators except for those who
enjoyed the privilege of προεδρία. The story is well known from fragments of a leasing contract, most of which were discovered in excavations in the Athenian Agora.\textsuperscript{52} The Agora document is of major interest, not least because it attests to a practice concerning administration of theatres, which would have been otherwise completely unknown. The long neglected \textit{IG} II\textsuperscript{1} 1206, however, probably reflects a similar scheme.

D3 had first been assigned to the deme of Acharnai by Köhler on the basis of the heavily restored lines 16–8 (στη[σαι ἐν τῶι ιε]ρωὶ τῇ[ῆς] Ἁ[θηνῆς]β[ης τῇ[ῆς] [ἐπιπλασίας]). The striking terminological similarity between our text and the recently published honorific decrees from Acharnai reinforced the identification of D3 as an Acharnian document.\textsuperscript{53} The new improved reading of ll. 16–8 as στη[σαι ἐν τῶι ιε]ρωὶ τῇ[ῆς] Ἁ[θηνῆς]β[ης τῇ[ῆς] [ἐπιπλασίας] confirms the aforesaid identification beyond doubt. What really matters, however, is the content of the inscription. Before the concluding clause for the erection of the \textit{stele} the demarch and the treasurer were instructed to provide money for the subsidy of an unspecified sacrifice from the common budget of the deme (ll. 9–14). This was, however, meant to happen only if money marked out ‘from the theatre’ was not available (ll. 4–9). Obviously the theatre was considered to be somehow cash-generating. One could think of money paid in by the spectators of the dramatic performances held in the theatre,\textsuperscript{54} but it is unlikely that in any given year such revenue would be insufficient to cover the trivial expenditure of 20 drachmas. Wilamowitz restored the mysterious adjective in line 9 as \[εἰσαγάγοντα\], but his suggestion was not incorporated by Kirchner in the main text of \textit{IG} II\textsuperscript{1} 1206, no doubt because the Greek made little sense.

I have restored lines 8–9 as ἐὰν δὲ τὸ θεα[τρον ἀπρατοῦ]ν ἠν, which literally translates as ‘if the theatre remains unsold’, but which in effect means ‘if the theatre is not let out’. This supplement brings D3 into line with the leasing of the theatre of the Piraeus.\textsuperscript{55} The choice of the rare adjective ἀπρατοῦν is not as strange as it may initially seem. The transaction undertaken in the Piraeus is designated once as μίσθωσις, but the lessees are described throughout the text as either πριμήσιον or ὄντιτα, that is ‘buyers’.\textsuperscript{56} The word ἀπρατοῦν occurs twice in the Lysianic corpus, in \textit{On the Olive Stump}, where the issue at stake is an unsold plot of land, and in \textit{Against Hippotherses}.\textsuperscript{57} In \textit{On the False Embassy} Aeschines accuses Demosthenes of ‘not having left a single part of his body unsold’.\textsuperscript{58} The man against whom the speaker of the 34th Democthenic speech brought a charge refused to return the loan lent to him on the grounds that his cargo was still unsold.\textsuperscript{59} Finally there is one occurrence of the word in Old

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\textsuperscript{52} \textit{Agora} XIX L13. For the designation of this document as a lease see ll. 8–9, [ὅ δὲ χρόνος ἄρχει τῆς μισθώσεως] ἡ ἡγεσίας δρικων.

\textsuperscript{53} For the honorific decrees see the \textit{editio princeps} by Steinhauser 1992 (= \textit{SEG} XLIII 26). Incidentally, the year 314 constitutes a \textit{terminus post quern} for D3 (otherwise vaguely dated to the late fourth century in \textit{IG}), in Steinhauser 1992, 192–3 is right to argue that the office of the \textit{secretary of the demesmen} attested in decree A, but not in the chronologically earlier decree B, was created in that particular year (for the office is also attested in D3 ll. 13–4, though see Whitehead 1986, 140 n. 106).

\textsuperscript{54} Thus understood, mistakenly in my view, by Pickard-Cambridge 1968, 50, Wilson 2000, 307, and Plato\n
\textsuperscript{55} Whitehead 1986, 374 briefly wrote about ‘the leasing of the theatre’, but he did not elaborate on the point; thus also Lambert 1997, 235 n. 76.

\textsuperscript{56} μίσθωσις: \textit{Agora} XIX L3 ll. 8–9, [ὅ δὲ χρόνος ἄρχει τῆς μισθώσεως] πριμήσιον: ll. 12–3, [πρὸς τοὺς παίσιαμ[ε]]ς τὸ θέατρον; ll. 22–3, τῷ ἀναλόγῳ τούς πριμήσιον εἰναί; ll. 37–8, στεφανάστοι δὲ καὶ τοὺς πριμήσιον τὸ θέατρον; ὀντιτά: ll. 28–9, ὀντιτά Ἀριστοφάνης Σμικόθα etc. For the terminological nuances see Rosivach 1992, 57–9.

\textsuperscript{57} Lys. 7.7, ἄλλως τε καὶ τοῦτο τὸ χωριόν ἐν τῷ πολέμῳ δημιουργὸν ἀποστολὴν ἦν πλεῖο ἢ τριά έτη. Lys. fr. 1 2.1, κλεμεσάνῳ τῶν συνθηκῶν τὰ μὲν περιπλέα ια μπασίας ἔχειν, τὸ δὲ [π]ασα τῶν κατελθόντας [κ]ομίζεσθαι.

\textsuperscript{58} Aesch. 22.3, [ὅ δὲ οὐδὲν ἀπρατοῦν ἤκουν μέρος τοῦ σωμάτος, language echoing prostitution. Prostitution is another area where the concepts of sale and leasing are linguistically interchangeable, which is not very surprising if we think of the etymology of πόρνα/η from πέρνομι (cf. Cohen 2006, 95–9).

\textsuperscript{59} Dem. 34.9, ἀπρατοῦν γὰρ εἶναι τῶν ρήτου.
Comedy, in the famous scene with the Megarian farmer in the Acharnians.60 To the best of my knowledge δέπρατος is epigraphically attested only twice, both times in the joint decree of the tribes Aigeis and Aiantis.61 These examples from Attic prose, drama and epigraphy would suffice to show that the term δέπρατος in the sense of ‘unsold’, ‘not leased’ was current in contemporary financial jargon.

On the basis of the supplement suggested above, D3 can now become meaningful. The Acharnians subsidized an annual sacrifice worth 20 drachmas from the rent of their theatre. However, they took precautionary measures in case they failed to lease the theatre out. In such an instance the sacrifice had to be funded from the common budget. In both cases the financial officials in charge were to be the demarch and the treasurer. There are some further implications arising from this interpretation. Rent from the theatre obviously did not flow into the deme’s common budget, for the two funds are portrayed as distinct in D3. So where did this money go? The answer may lie in the twin honorific decrees from Acharnai. In the second of these, which was actually passed first, the demarch, the treasurer and the supervisor of the Dionysia are honored for having taken care of the sacrifice to Dionysos, the procession and the dramatic contest.62 Steinhauer rightly argued that these must be the Rural Dionysia as celebrated in Acharnai.63 It is a logical hypothesis that rent from the theatre, a building de facto associated with Dionysos,64 would subsidize the celebration of the affiliated festival. Furthermore, there is a good possibility that the annual sacrifice mentioned in D3 is actually the sacrifice to Dionysos mentioned in the honorific decree, for the Lesser Dionysia were celebrated yearly and consequently the sacrifice to Dionysus would have been an annual one. By inference, the final recipient of the rental from the theatre would have been the sacred fund of Dionysos.

D4. IG II² 1211 (EM 7722)
Description: Fragment of a broken opisthographic stele of grey (“hymettian”) marble, which partly preserves the left margin of face A (right margin in relation to face B). Provenance unknown. Dimensions: h. 0.138, w. 0.125, th. 0.051, interlinear sp. 0.004–0.005, letter h. (face A) 0.038 (O, Ω 0.020); (face B) 0.005.
Editions: IG II 577 [Köchler]; IG II² 1211 [K(ichner)]; Nemes 1991 [= N] (whose notes should be treated with some measure of caution).

D4a

\[
\begin{array}{ll}
\ldots&\text{stoichedon}\\
[\ldots]\text{άιμερα}&&\text{δένδρα?}\\
\text{ον και δξος}&&\\
\text{ις έλιν εν τω}&&\\
5&[[[ ]]] και εν πολέμου\\
\end{array}
\]

60 Ar. Ach. 742–3, ṭοι και τοι ἔρμαν άπερ Ιξείτ τοι φόρον μεκος; note that ἄπρατος is a generally accepted editorial correction for the manuscripts’ incomprehensible τα πρὸτα or τα πράτα (cf. Olson 2002, 262).
61 Agora XIX L8 I. 142, ἄπρατον τῶν φυλῶν ὄλη; I. 184, ἄπρατος. Although the former designates ‘unsold timber’, the latter appears in such a fragmentary context that makes it almost impossible to establish its exact connotations. Perhaps ἄπρατος here means ‘unsold’ in the sense of landholdings that had not been let out by the tribes. The antonym πρᾶτος is found in the sacrificial calendar of Thorikos SEG XXXIII 147 I. 9, τήλεος πράτον; II. 10–11, τήλεον πρατόν; I. 23, [[‘Ἀθηναίοι οἱ πρατόν]] ἐς ὅλη; II. 25–6, ἕως Καλαβάτη ἐς Φολοῖν ἡν ὄλην τήλεον πρατόν; III. 35, ἐν Μάλης οἱ πρατόν (cf. Jameson 1999, 329).
64 Note, for instance, that in Agora XIX L13 the buyers are entitled to use building material from the temenos of Dionysos (II. 3–4, ἔδειξαν ἐς αὐτοῖς χρησάθαναι λίθους καὶ ποταμᾶν τοῦ τεμένους τοῦ Διονύσου) which was presumably adjacent to the theatre. There is a very good archaeological parallel of a quarry next to a theatre, or, more precisely, next to a temple of Dionysos adjacent to a theatre, that of Thorikos, for which see Mussche 1998, 45.
Epigraphical notes and restorations on D4a

Epigraphical notes and restorations on D4b
2. The right end of the slanting lower stroke of a sigma is preserved. Previous editors have printed nothing at all in this line. The result is that the text appears to consist of seven (7), rather than eight (8), lines in previous editions. II. 3. ημ[ερ]ια παράκειν P exempli gratia. II. 4. δια[α]ων P, δια[λ]ων Kō, K. The cutter did not carve the crossbar of the alpha. II. 5. [Η]ρακλέως P, [Η]ρακλέ[ι] δος Kō, K; only part of the loop of the rho is preserved (cf. Köhler's sketch). My decision to transcribe a genitive lies partly with the pattern followed through most of the face B, i.e. no word separation across lines, and partly with the Attic epigraphical peculiarity of spelling ἱρακλείος for ἱρακλεύς (cf. Threatte 1980, 235 and addenda). What is more the short vowel ϵ was often written EI before omega (Threatte 1980, 147-52, 154-6), which would account for the peculiar genitive [Η]ρακλέως. II. 7. τὰ δύοματα [..] Kō, K, but there is definitely either a letter missing or a vacat after ψάματα (shown also in Köhler's sketch). Possible supplements: τὰ δύοματα [καθαν] τα νε[α] ψάματα (singular); τὰ δύοματα [θε[α]ν] (elision and aspiration); [τὴν ης] τὰ δύοματα [θαν] (cf. IG II2 1011 I. 35, ποιησάμενος τὴν ης τὰς θυσίας διαπέλεξαν εκ τῶν θῖων). I prefer to leave it unrestored.

Analysis
D4a preserves part of a deme decree which I consider almost certain to contain the provisions of a land lease.66 More specifically the demesmen of the unknown deme appear to provide instructions to the future lessee on the agricultural tasks that he has to undertake in the landholding in question. The language of the text stands close to that of the double deme lease IRhamnous 180 and of the famous fourth-century lease from Arkesine (Rhodes – Osborne 2003, no. 59). In line 2 there is possibly a reference to cultivated trees ([τ]α ημ[ερ][α]). The expression ἐν τοιάθε[ι] in line 5 should belong to a

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65 Note the proverbial fame of the Sphettian δῆς (Whitehead 1986, 334 with n. 51): perhaps our only clue for identification of the unknown deme of the inscription?

clause dealing with the legal consequences arising from devastation incurred during war time.\textsuperscript{67} Whatever the exact restoration of line 6, it is clear that some disbursement of money is envisaged here, in all probability the payment of the rental. Lines 8 to 11 contain new clauses relating to agricultural activity. The interpolation of the provisions on war and money payments may indicate that here we have the lease of a second plot of land different from that of the first surviving lines of the decree.\textsuperscript{68} I have tentatively restored lines 8–9 on the assumption that Πυθέδωρος had been the previous lessee of the property upon whose agricultural work the new lessee is instructed to build.\textsuperscript{69} Line 10 seems to contain a provision on planting thirteen fig-trees, and four further trees probably appeared in line 11. In D4b one can easily recognize a text of religious content. Before examining it, a brief comment on the text’s layout is required. Scholars have long observed that the text of face B, unlike that of face A, was inscribed in a non-\textit{stoichedon} style. What they have not noticed and noted is that the inscriber took care so that each line ended at a full word, and that no word would continue across two lines.\textsuperscript{70} The result is that, on its preserved right edge, the document displays an indented picture with \textit{vacats} of various lengths. There may be an exception in the penultimate line, since the old restoration τά θύματα διὶ παντ[α] does not seem to conform to the pattern described above. To remedy this, one could assume that there is no discrepancy here and that the full word is in fact διὶ παντ, thus dissociating it from the word θύματα. But the whole line is difficult (see commentary ad loc.) and should be excluded from the present discussion. This digression highlights an important aspect of the document: its format helped the text to be easily legible and comprehensible to any interested individual. As for the context of D4b, this is unmistakably religious, as noted above. There appear to be provisions concerning supply of sacrificial victims (l. 3), extractions from sacred olive-trees (l. 4), Herakles (l. 5),\textsuperscript{71} libations performed during the Anthesteria (l. 6),\textsuperscript{72} sacrificial victims again (l. 7), and finally an unidentified festival (line 8). According to Kirchner the text on face B dates to the third century and is, therefore, later than the fourth-century document of face A (‘B recentioris temporis est quam A’). Though inscribed by different masons, I doubt whether a lengthy chronological gap separates the two texts. On the contrary, a certain connection may be envisaged here. Presumably the rentals from the lease(s) of the first text were meant to fund the cultic activity recorded in the second one. If so, D4 can be shown to resemble the similarly formatted \textit{IRhamnous} 180.

\section*{Bibliography}


\textsuperscript{68} But see the clauses of the aforementioned lease from Arkesine described by Rhodes – Osborne 2003, 287 as ‘chaotic’, something that undoubtedly reflects the amateurish character of Greek contracts.

\textsuperscript{69} Cf. \textit{IRhamnous} 180 ll. 4–6, τὸ τέμενος τὸ τῆ[ν] τῆ[ν][σ]ῳ τὸ ἔρημος, ὁ ἔρημος[ς] πρόπετρον ἐγεώργησε (on this Πυθέδωρος see Whitehead 1986, 429 no. 176, 456 no. 367, whose identification I cannot endorse).

\textsuperscript{70} Note the dative ending -\textit{ei} in l. 1 (cf. l. 8, ἐν τῆ[ν] ἐπτρεπ[έ]ι) and the final \textit{sigma} in l. 2. A similar principle with regard to the layout was followed by the cutter of the sacrificial calendar of the Marathonian Tetrapolis \textit{IG} II\textsuperscript{I} 1358 (see Lambert 2000, 47).

\textsuperscript{71} Cf. Whitehead 1986, 207 n. 183.

\textsuperscript{72} Thus Hamilton 1992, 32, 60–61.
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Four Attic Deme Documents Revisited


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Fig. 7. Face A of D4 (Courtesy of the Epigraphical Museum)
Fig. 1. The Pedimental Stele from Teithras D1 (Courtesy of the Epigraphical Museum)
Fig. 2. Detail of the right part of D1a (lines 14–26)

Fig. 3. Detail of the left part of D1b
Fig. 4. Text D2a (Courtesy of the Epigraphical Museum)

Fig. 5. The Oath D2b
Fig. 6. The Stele D3 (Courtesy of the Epigraphical Museum)