Two Attic Endowments

In 1959 David Lewis published an inscription found in the Agora, which he saw belonged to IG II² 334.1 We can read and understand most of the new fragment thanks to Lewis's brilliant restorations. But the text remains frustratingly incomplete and has defied satisfactory restoration in several places. The general picture is clear. The nomothetai resolve that a board of officials, presumably the poietai, let a territory called the Nea (A.7-8). The rent and a 2%-tax (12, 14-15) are to underwrite the celebration of the Lesser Panathenaia. Next, the text mentions an obscure contingency for action when and if revenues reach two talents (16-17), at which point the money appears to become Athena's (18). By this law two sources of revenue, property under lease and taxable assets, were permanently encumbered, or endowed, to fund the Lesser Panathenaia. No one has explained precisely how this mechanism for securing the permanent funding of cult worked.

Lewis alone tried. Realizing that the key lines are A.15-18, he suggested the following restorations:2

\[
\ldots \text{παραγόμενον},
\]

16 \[δενιον εις την πόλιν νόμον διοικήν η αυτοκράτορα του καινού \]

\[\text{συνεργαζόμενον εις τον υπολογισμόν του εν την πόλιν οραμάτου του \ldots \ldots \cdot} \]

\[\ldots \text{τρέχουσατο εις την άγια τῆς [πέφυκε προς τό καινόμενον \ldots \ldots } \]

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

Lewis suggested that IG II² 334 contained a decree of the people "apparently in amendment of a probouleuma of the boule, which also must have stood on the stone, since lines 16-17 of the old fragment presuppose information which cannot have stood in our law."3 B.16-17 (also B.23) tell us that 41 minas were collected in rent on the Nea. Thus, Lewis attempted to account for the disparity between the anticipated income of two talents (A.16) and the 41 minas (B.16-17) actually collected—it is unlikely that the assessors misjudged the productivity of the land by 200%. He suggested that the seven spaces left in lines 17 and 18 held the name of a second property whose rent would have made up the difference. The amount of the rent, however, cannot have been known at the time the probouleuma was moved or the law passed. It can only have been known after the lease was auctioned to the highest bidder (A.7-10).4 Thus, it may be best to follow the ingenious suggestion of Rosivach that the probouleuma may not have been on the stone at all, and that IG II² 334 is a compilation of "excerpts from other inscriptions, now lost, containing the full text of the decree and the related law also found on our stone."5

Lewis proposed another set of tentative restorations:

1 D. Lewis, "Law on the Lesser Panathenaia," Hesperia 28 (1959) 239-247 = Selected Papers 252-262; the stones do not join but Lewis was able to associate them on the strength of "content, lettering and spacing" (239). For editions see: New fragment: Lewis, Hesperia 28 (1959) 239-247 (photo of stone) IGEG XVII 13; Peket, Epigraphica 1.25. Complete: Sokolowski, UCMO 37; Schwarz, Athens in the Age of Alexander 17; Woodhead, Agora XVI 75; Wallbank, Agora XIX 1.7 (A. B 41-50). Date: 336-333, probably 336/5. Lewis, Hesperia 28 (1959) 240. Images of squeezes at: <http://www.csad.ox.ac.uk/cSAD/images/001 IGII (2) 334 (72) .jpg>, <../Small/IGII (2) 334 (72) .jpg>, <../Large/IGII (2) 334. jpg>.
2 Lewis, Hesperia 28 (1959) 245, on suggestions by Woodward.
3 Lewis, Hesperia 28 (1959) 239.
4 Lewis' restorations at A.7-10 have never been in doubt: the αύτήν must be an adnominal δήμους τον ηλικίας τρόπον of E. 25, 263.
Here we have, Finley suggested to Lewis, provisions for the disposition of surplus revenue, whereby money above a certain threshold reverted to Athena. But the Greek, as restored, simply states that if and when the revenue reached a certain level the entire sum, not an undefined surplus, should go to Athena.

Sokolowski evidently saw this and restored A.15–16 as follows: ... χωρ[ες ἐκάστην]. I ὅταν δὲ ἡ πρόσοδος γένηται δυοῖν ταλάντων ... each separately. When the revenue reaches two talents ... .

The restoration in 15 is too long by one letter, but I suggest that Sokolowski recovered the sense, and that the scheme provided for the sheltered accrual of income before activation of the endowment. In other words, the endowment was not to begin its normal cycle of spending until the revenue accruing from the pentekostē and the rent on the properties in the Nea had reached the critical mass of two talents. The famous endowment from Corcyra contains such a provision. There the founders dedicated 120 minas but stipulated that the endowment be activated only when the principal had matured to 180 minas. I suggest that the Attic endowment enjoyed a similar maturation period. Once the principal reached two talents it would be lent on an annual cycle, in addition to the other sources of revenue.

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

When the revenue from the lease of the properties in the Nea and the pentekostē reach two talents, this principal/sum shall belong to Athena for the sacrifices in the Lesser Panathenaia, the apodektai in office disbursing it to the hieropoioi for this purpose. There shall be a lending also of the revenue. (The patera i) shall lease the land in the Nea according to what ...
the decree follows δεδόχθαι (A.7). Thus, with the exception of the initial legal subjunctive μισθοθ- 
τα[η]σ[α]ν (A.8),12 stipulations are expressed with complementary infinitives: πωλεῖν (A.12), προγράφειν 
(A.13), ἵπταρχεῖν (A.18), ἐλνατ (A.21), μισθοθόν (A.22). Thus it is improbable that με[ρ]ιζότοντ[α] (A.20) 
we understand a present participle in a genitive absolute, attached to the preceding clause.

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

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Sometime in the third century BC the members of a private cult association became embroiled in a 
dispute over disposal of or access to some properties. Arbitrators were summoned. IG II2 1289 describes 
the settlement. The stone contains the end of the oath sworn by the disputing parties at the resolution of 
the conflict (1–3), the terms of the resolution (4–9) and a proclamation issued by the goddess and the 
hestiator of the association in which the terms are reiterated (10–22). The arbitrators pronounced three 
decisions: the properties belong to the goddess;19 the properties are not subject to sale or hypo-
theication;20 the revenues from the properties are to underwrite customary sacrifices by the priest in the

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12 If the restoration is correct; it is conceivable that a present active infinitive of an –ω ω verb ought to be restored.
13 Lewis, Hesperia 28 (1959) 244–245.
14 Lewis, Hesperia 28 (1959) 244.
15 Robert, Hellenica XI–XII (1960) 189–203, placed the Nea in Oropos, which had only recently been restored to 
suggests that the Nea was a newly risen volcanic island North of Lemnos, whose area was roughly 12 km². It seems unlikely 
that a tiny unwatered island would have yielded such a large annual crop. It is hard to believe that Athens would have rested 
70–72, transferred the Nea from one insignificant island to another, Halonessos, See Rosivach, PP 26 (1991) 436–439. C. 
Habicht, Athens, from Alexander to Antony, trans. by D. L. Schneider (Cambridge 1997) 23, prudently follows Robert 
without discussion; also R. Parker, Athenian Religion: A History (Oxford 1996) 245. Lewis, Hesperia 28 (1959) 242, 
assumed that the word is cognate with χρόνος/χρός, indicating a plot’s first year of cultivation after lying fallow. Also M. B. 
16 If the restoration at A.9, [οι πολληπόι δέξασι], is correct. Reference to the duration of the leasehold without εἰς is rare 
but attested; e.g. IG I' 402.20–1: τὴν γῆν τὴν ἐν Ἑρμιάνῃ τὴν ἵνα ἐρείσθωται δεκα Ἔτη.
of Public Land in Lykourgan Athens (Amsterdam 1997) 263–264. Official graded bidding, perhaps in increments of 25, 50 or 
100 drachmas, may explain the sum of the rent, 4,100.
18 What happened to the revenues every fourth year, when the Panathenaia were held? Could they have been spent on 
that greater festival?
20 6–7: μηθενε ἐξεύρεται μήτε ἕποδοσθηκαί | μητε ἥποδεχθαν.
company of the orgōnēes.\textsuperscript{21} Again, the details are obscure, but the general picture is clear. Two parties feuded over a property. The arbitrator solved the problem by endowing the property, rendering it inalienable and its proceeds permanently earmarked to fund annual sacrifice.

Several restorations in the proclamation by the goddess and hestiator may be proposed (the received text, I. 10–18):\textsuperscript{22}

\begin{quote}
άπαγορευεῖ δὲ καὶ ἡ θείας κταὶ ὁ ἑστιατὸρ
Καλλίστρατος μηθέναι ᾗ[/sweetalert τῶν κτη-]
μάτων τῶν ἱεράτης μηδὲ[ἐν ἀποδίδοσθαι μη]-
δὲ μηθεῖσθαι [εἰς γ[........... 11]............]
μηδὲ κακοτεχνεῖν μηδὲνα τὰ περὶ τὰ ἱερά-
tῆς κτήματα μὴτ ἠξόνη μὴτ παρεχθῆ-
σει μηδημεία ὡ[σ[........... 12]............]
διόν λαμβανόν[........... 19]θέ-
en ἐναστ[........... 22]............]
\end{quote}

\textsuperscript{[10]} Both the goddess and the hestiator\textsuperscript{23} Kallistratos proclaimed that no orgōnē shall sell any of her properties nor lease (sc. them)... nor do evil to anything pertaining to her properties, neither by craft nor on any pretext, so that ... revenue ... sacrifice ...

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

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

\footnotesize
\textsuperscript{21} 7–9: ἐκ τῶν προσόδων θεοὺς[ἐν τὰς θυσίας τῶν ἱεράτων τῆς κατὰ τὰ πάρτα]
\textsuperscript{22} Kirchner, IG II\textsuperscript{1} 1289; A. Wilhelm, “Griechische Inschriften rechtslichen Inhalts,” Pragmatischer AkAdTh 17.1 (1951) at 18–19 [in Akademierschriften III 391–506, at 412–413] (1. 10–18). Squeeze, Centre for the Study of Ancient Documents in Oxford (\texttt{https://www.csad.ox.ac.uk}); many thanks to Charles Crowther for assistance.
The stipulation starting μη δὲ μισθοδόσσατι εἰς γι', therefore, cannot have been an outright prohibition against leasehold,25 but rather against a certain type of leasehold. Wilhelm saw as much and proposed to restore, εἰς πατρικό μηθεν μεθένων, which gives a line of 33 letters in a stoichedon text whose lines contain 32. Moreover, leases designated εἰς πατρικό are common around Mylasa and in scattered cases in Hellenistic Egypt and Syria,26 but this phrase does not appear to be attested in Attica.27 Moreover, a stipulation against heritable leasehold does not suit the context. The primary concern of the goddess, priest, hesiatar, and orgonés was to secure the smooth, annual delivery of cash so that the proper sacrifices could be funded and performed. Heritable leasehold is not inconsistent with that goal. In fact, it may have been viewed as attractive, insofar as it gave the family responsible for the properties vested interest in maintaining the land’s long-term productivity. Heritable leasehold may have been commonly employed in ancient endowments.28 The restoration εἰς πατρικό cannot stand.

I suggest that the lacuna contained a common stipulation against diverting encumbered funds from the expressed purpose of an endowment. It was common practice to stipulate against the allocation of endowed money εἰς ἀλλο τι μηθεν vel sim.29 A contemporary endowment from Eleusis suggests a phrase that appears to suit the context and space: μὴ ἐξεστο δε εἰσειν μηθένα τοῦτο τὸ ἀργύριον ὡς δεὶ ἀλλοθὶ που τρέφει ἡ εἰς τὴν θυσίαν.30 I suggest that line 13 be restored,31 εἰς ἀλλο εἰς τὸς θυσιάς.32 The injunction that follows (14–16) offers further guarantee for the safety of the goddess’ revenue by prohibiting all manner of misused directed against her properties. So much for the property.

Lines 7–9 tell us that the property was endowed so that the priest might receive the revenues and, accompanied by the orgonés, perform sacrifice. This suggests that we restore 16–18 ὁ ἤ τον ἵερεα ἐκ τὸν προσοδιδον λαμβάνον τα μετὰ τῶν ὀργεόνων θυλείν.33 On these proposals, the goddess and Kallistratos pronounced as follows:

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


27 This is not to say that heritable leasehold did not exist in Athens; it did in abundance: Behrend, Attische Pachturkunden 116. For the phrase εἰς τὸν ἀπονόημα γραφεῖν to have any meaning the leasehold must be capabale of some type of disposition; inheritance is only the most likely candidate.

28 E.g., Laun, Stiftungen no. 45, 117.1; Labranda 8.24.


30 SEC XXVIII 103.36–38.

31 The Oxford squeeze shows only faint traces of a descender at the left; the traces alone would not rule out my [. . .] Kirchner and Kölker’s N or M], or Wilhelm’s ι] at 13.

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

33 For λαμβάνων with direct object suppressed see Xen. Mem. II.9.4: έπειτα δέ εἰσοδόμον ιπτα τῶν συνορφοτών λαμβάνοντας; in specialized sense, Syl. 1044.14, 25 (άπο). λαμβάνον ιπτα τῶν συνορφοτών θυλεῖν would fit the space but seems unlikely. Wilhelm thought that the lines continued the injunctions against malfeasance, restoring, “ὡς τοῦ τῶν ἱερεῖς προσοδίδων λαμβάνοντας παρανόμως προσκεύοντες ἐμφόρτει διοικοῦντος?”
No orgeôn shall sell any of her properties nor lease for any purpose other than for the sacrifices, nor do evil to anything pertaining to her properties, neither by craft nor on any pretext, so that the priest, taking from the revenues, may sacrifice with the orgeônes …

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

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