A Missing Woman: the Hellenistic Leases from Thespiae Revisited

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In this paper I examine a legal formula found in an inscription from Hellenistic Thespiae, on the basis of which a well-known contemporary inscription can be clarified. It reveals a highly visible, autonomous woman who was involved in a land-deal in which more than five talents changed hands.

In the last half of the third century B.C. at Thespiae in Boeotia the rental market in sacred land was flourishing. The city was busily letting properties sacred to Hermes and the Muses. A lengthy and complicated inscription—one of several—attests numerous leases of land.1 The inscription contains seven documents:

(1) record of leases of land sacred to the Muses (A.1-22)
(2) record of the establishment of a monetary endowment by Louson to fund in part the Mouseia (A.23-27)
(3) decree in honor of Gorgouthos for having endowed, by testament (καὶ τῶν Ὁμιλήματος), a plot of land, to the benefit of the Muses (A.28-35)
(4) record of leases of land sacred to Hermes, endowed for oil-acquisition (A.36-58)
(5) record of leases of land sacred to the Muses (?) (B.1-9)
(6) constitution enabling leasehold for a garden sacred to the Muses (B.10-28)
(7) record of lease of another garden (B.29-32)


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Four separate hands inscribed Face A and two more Face B of the inscription, which Osborne has described as a “rather mixed up document recording unrelated legacies as well as leases” (320). The content of the inscription is varied, but not incoherent. Three texts address endowments, one monetary (A.23–27), and two based on land (A.28–35, 36–58). The remaining four concern the lease of land sacred to the Muses. These four are, in legal formula and layout, identical to the record of leases of Hermes’ endowed property (A.36–58), and so suggest that these properties too were endowed. The seven texts are not unrelated. All appear to concern endowed property, real or liquid, that belonged to the Muses or Hermes. The inscription is not a jumble, but an archive.

In the archive, property under lease carries the epithet τάν πάρ + personal name in the genitive.3 Feyel (394–395) thought the designation indicated the former tenant, from whom the lease was taken up. On Feyel’s explanation, however, one tenant would have been the former tenant of 18 separate lots (A.36–45, 50–55).4 Osborne thought this improbable, and raised several other objections. First, the inscription nowhere indicates that the properties had ever been let before and records no renewals, whereas another list of leases from Thespiae does indicate previous leasehold and is dominated by renewals.5 Second, one “small plot” (A.47) would have had two former tenants, yet not one lease in the text is assumed by more than one person. Third, the πάρ-formula would have been a meaningless” system of naming the plots under lease as every property would have required a new name at the start of each new lease.6 Finally, the same account gives the terms of lease of the garden ὑν ἀνέθεικε Σῶστρατος (B.10), but then refers to what scholars have assumed to be the same property as τοῦν πάρ Φιλωτίδος (B.29). In place of Feyel’s theory Osborne suggested that πάρ + personal name in the genitive signaled location of the property with respect to a neighbor (319–320). The tendency in antiquity, however, was to list multiple neighbors, a more effective safeguard against encroachment.7 I suggest instead that the formula indicated the origin of the property, the person who owned it before it became the sacred property of Hermes or the Muses.8

This interpretation is consistent with all of Osborne’s observations. First, the properties need not have been let before. It is not unreasonable to think that Hermes and the Muses acquired groups of properties at one time. Similarly explosive real-estate markets are attested in fourth-century Athens and Hellenistic Mylasa.9 And if the archive records the lease of newly dedi-

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4 Osborne 319 (this tenant would have shouldered a total annual rent of 1,351 drachmas, more than 3.5 times the amount of the next highest rent [375 drachmas per year, A.49]).


6 Inefficient but not unattested. Ptolemaic cleruchs leased land that appears to have been so named; see e.g. P.Tebt. I 61.b.112, 61.b.202, 72.40, 85.53.

7 Witness the lists of 11 (13–17) and 3 (20–21) neighboring plots in the Ptolemaic endowment discussed below. Compare the detailed descriptions of properties in 1.Sardis I: D. Behrend, Attische Pachturkunden (Munich 1970) 24; and the Laurion mine leases, none of which attests just one neighbor: M. Crosby, “Greek Inscriptions,” Hesperia 10 (1941) 15–27, lines 40–43. Moreover, the parallel that Osborne cites, IG I² 79.6–8, τὸν Πέτρον τοῦ πράπτο τοῦ κοραίου, is unclear at best and may not mean “near” as he suggests (319 n.13), but perhaps “opposite from.”

8 It was common practice in antiquity for landed property to retain the name of a previous owner. The imperial estates of Roman Egypt furnish only the most famous examples; G. M. Parassoglou, Am.Stud.Pap. XVIII (1978). Crosby (supra n.7: 25) suggested that names of the Laurion mine cuttings in the fourth century B.C. derived from owners’ names. The state let the galleries and so presumably owned them, perhaps acquired by forced sale; to Crosby’s observation we should add the qualification “former” owners.

icated lands we would not expect to find renewals; if it does not, failure to signal renewals proves nothing. Second, it is easier to imagine that two people would have dedicated a small property to the god than that two people would have leased a small property—though neither is impossible. Third, if the παρ-formula indicated the property’s original owner, then it provided a naming system that was simple, efficient, and lasting.

Finally, the two gardens. The phrase τὸν κάσον τοῦ παρ ἐπιθετικόν personal name in the genitive (B.29) was, I suggest, simply the logical and formulaic equivalent of the verbose τὸν κάσον ὧν ἀνέθεικε personal name in the nominative (B.10). The latter appears in the constitution that enabled leasehold of the garden (B.10–28), where we expect length and precision, and the former in the formulaic record of lease (29–32), where we expect brevity. The one is unique, the other boilerplate. Moreover, two considerations suggest that the documents attest two different gardens, dedicated in the same year, one by a man named Sostratos, the other by a woman named Philotis. First, the terms of leasehold of the garden dedicated by Sostratos stipulate that the lessee furnish two sureties (B.15–17), but Nauphilos, the lessee of the garden παρ Φιλωτίδος, furnished only one (B.30). Second, while the enabling constitution (B.10–28) was drafted and Nauphilos’ lease (B.29–32) contracted in the same year, the former must have been a unique document, written once, while Sostratos first handed over the garden, and not every time a new leasehold commenced.

Thus, the ellipsis is not τὴν παρ (τὴν χώραν) τοῦ δείνος (Osborne 319), “the plot next to [the plot of X],” but—if we must posit an ellipsis at all—“the plot (received) from X.” The genitive governed by παρ indicates the original owner of the plot of land, not a previous lessee, and not a neighbor.

With this in mind we can approach another problematic text. At the end of the third century B.C. Ptolemy Philopator and Arsinoe dedicated a sum of money to the Muses at Thespiae. The people of Thespiae resolved to empanel a commission to use the money to purchase land, which was to be designated as sacred. The land appears to have been endowed upon being purchased: revenues accruing therefrom would thenceforth be earmarked for use in the celebration of the Mouseia. Jamot transcribed the document in 1895; two years later Holleaux applied his genius to it.12

It matters little that the gardens commanded the same rent, 121 drachmas. In such a flourishing market we would expect comparable properties to command comparable rents. Pantaklidias leased a property for 92 drachmas 1 obol (A.18–19) and Phileas another for 90 drachmas 4 obols (A.19–20); Eanesias leased a property for 59 drachmas; Nonnos leased two for 60 drachmas each (A.42–44); Menon leased two for 64 and 60 drachmas (A.44–45). These clusters of close and identical prices may suggest that competition was vigorous and that the market set prices within fairly narrow ranges.13

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On Holleaux’s text the land-commission had six members (8–10). Of the 51 Thespiae offices recorded in the contemporary magistrate-list, 13 (and perhaps 14, not including the 6, or 7, pairs of men) were held by boards of more than two magistrates. Of these boards only two comprised an even number of magistrates. Every other board had odd numbers, presumably to prevent stalemates in voting. The land-commission functioned here like the well-known Thespiaean hierarchai, insofar as it appears to have let sacred land.


14 From the table at Roesch 22–24: 3 polemarchs (62), 3 federal synedroi (1, 65), 7 (or 5?) limenarchs (10, 72), 3 krateis (14, 75), 4 filarchoi (16, 77), 2 or 3 dnemones polemarchoi (21), 4 archiskoumenoi (26), 2 lochoi epistatès (25–29, 83), 2 staitai epì tōn basilikōn (31), 2 epì tōn katharmatika staitai (33), 3 staitai (36), board of financial magistrates, number unknown (36–38), another board of financial magistrates, perhaps 2 (40–42), 3 treasurers of the city (44–45, 86), 2 paidonomoi (45), 2 gymnasiarchai (47), 3 gymnasiarchai of the elders (48), 3 gymnasiarchai of the youths (50), 3 agonarchai (51), 5 hendekarchai (54), 3 hodagai (60).

15 Both military: 4 filarchoi (lines 16, 77) and 4 archiskoumenoi (line 26).

16 Feyel A.5, B.1; Roesch 205.

that the commission was ad hoc, and that its members were recipients of an honor rather than performers of a function. Nevertheless, the commission’s role was similar to that of the five-member board of hierarchai and is likely to have been conceived on similar principles. Thus, a board of six is unparalleled and suspect.

Moreover, Holleaux’s text omits the name of the person from whom the first parcel of land was purchased. The seller of the other parcel, however, has been named twice. Parmenias, the last member of Holleaux’s land-commission (10), is conspicuously homonymous with Holleaux’s first lessee (22). Parmenias the lessee, however, lacks a patronym; the second lessee does not (25). In the numerous records of contemporary leases from Thespiae the name of every lessee is accompanied by patronym. Holleaux (38) explains this omission with the assumption that the lessee is the same person as the last member of the commission. Perhaps “insider trading” of this sort was not frowned upon. But there appears to be no overlap of commissioners and lessees in the many Pacht­ urkunden from Mylasa and it is hard to believe that there was here.

Thus, Holleaux’s text presents three serious problems. The seller of the first property is not named; the number of men on the land-commission is inconsistent with that on contemporary commissions at Thespiae; and the naming of the lessee is inconsistent with contemporary formulary. All three problems

17 Roesch 189; on the variety of commissions in Thespiae leases see Osborne 318.

18 See M. Feyel, “Etudes d’épigraphie béotienne,” BCH 61 (1937) 217–235, at 217–220 lines 8–10: 5 hierarchai. For an oxei with three members, again an odd number, see Colin (supra n.5) no. 2 line 11.

19 At 18, where Holleaux’s restoration πίπ is almost certainly correct (see his p.37) and again at 24, where Holleaux’s restoration is. I suggest, incorrect (see his p.39); in both instances the text is admittedly fragmentary.

18 Feyel A and B passim; Colin (supra n.5) no. 2 passim; Feyel (supra n.18) lines 8–10.
vanish if we repunctuate and print in line 10 πάρα Μενίας instead of Παρμενίας:

... ἀρχα ἑπὶ τὰς γὰς τὰς ὀ-
8 νίας: Δάσυνος Δασ[...]ο, Νικείας Κορρινίαίδασο, Ἔμι-
-μονος Σενέα, Σιμύλος Νέανος, Μνάς.....
- Δάσανος, πάρ Μενίας Φαντείω, ἐν τῇ Ἀλοίῳ γὰ]
[kή αὐλὰ τὰν τῇ ἐπικαρπίᾳ, βλέπθα \[HE \[IE \]].
12 δόρα ΔΓΠΙΙ δραχμάων ΜΜΜΨ.

The commission in charge of the lands to be purchased: Dasyos son of Dasyos, Nikeias son of Korinadas, Emmonos son of Xeneas, Simylas son of Neon, Mnas..... son of Dason. [sc. Was purchased] from Menia daughter of Phanteios in the Aloia a plot of land and courtyard with crop, 560 plethra, 19 dora, for 22,000 drachmas.

The feminine name Menia apparently is unattested elsewhere, but is simply the feminine form of the common man’s name Menios.21 It is worth noting that one of Menia’s neighbors was [Παντϊ̃ς Μένι- 
νος] (15–16). I do not know a name that gives Μένιος in the genitive.22 It is worth speculating that this neighbor’s father was the son of a Menios (Μενίου), and that Menia’s property was adjacent to that of a Menios.23

Lines 22–25 are difficult. Perhaps we may offer some improvements on Holleaux’s brilliant attempts to give sense. Holleaux’s Parmenias leased the first plot of land, whose previous owner is not mentioned, and Ari... idas son of Dion..... leased the second plot of land, whose previous owner... mokritos is mentioned (24; cf. 18). The missing previous owner can be restored by construing Holleaux’s Παρμενίας (22) as πάρ

21Menios: IG II 1622.479 (356/5); 1623.127 (mid-IV b.c.); SEG XVIII 36. A.187, 332 (330–320); CID II 79. A.1.28 (334); Hdt. 6.71.2; Menias: J.Cret. III iv 6.11; IG IX.2 1308 (IV b.c.). The name Parmenias does not appear to exist elsewhere. Parmenias: IG IX.2 104.9 (49/8 b.c.). Parmenias: well attested in the Hellenistic period on Amorgos, Chios, Kos and Rhodes; see LGPN I s.v.
22Nor, apparently, did Holleaux, who translated “Ménēs (?)” (30).
23On the dense social networks underpinning contemporary landholding at Thespiae see Osborne 319–323.

Meniaς, as suggested for line 10. But on this rendering the first εμισθάωσαι (22) lacks a subject; the two finite verbs (εμισθάω-
σαι 22, 25) would have to be connected by a conjunction, which the end of line 23 would accommodate. Moreover, at 23–24 Holleaux’s ταῦ[ν] | Αλοίαν is improbable. The property which the commissioners purchased from... mokritos is described as ἐν τῇ Αλοίῳ (10, 18). Ari... idas son of Dion..... leased the property, not the entire region in which the property was located. The other occurrences of the placename are partially in lacuna (ἐν τῇ Ἀλοίῃ 10; ἐν τῇ Αλοίῳ[ν] 18). It is possible that the dative ending of the placename is Αλοία. The description of the property in the Aloia at 23–24 should match those of 10 and 18. I suggest that at 23–24 we restore ταῦ[ν δ’ ἐν τῇ] | Αλοίαι (vel sim.), which in turn suggests ἐν τῇ Αλοίῳ at 10 and ἐν τῇ Αλοίῳ[ν] at 18.

The letters after Holleaux’s Αλοίᾳ, ΆΞΙΓΕΤ... are a crux. Holleaux lacked confidence in his own restoration, 'Αλοίαν (ταῦ) [δευτερο]πλι[έν]: ‘ταύτα ἐν τῇ Αλοίῃ | Αλοίᾳ (vel sim.). With minor emendation to ταῦ|ιοράν] γὰν τὸν Πάρ does not depart radically from Jamot’s transcription and gives tolerable Greek. Absent Holleaux’s “second” plot in line 24, there is no reason to retain his “first” in 22. At line 22 Jamot transcribed ΑΗΡΑΓΑΝΤΑΝ, which Holleaux rendered ταῦ παρα[τρ]αγ[ν]|[γ]αν. With minor emendation to ταῦ|ιοράν] γὰν τὸν Πάρ, Jamot’s text makes sense and also matches a formula found in numerous contemporary leases from Thespiae.24

24Feyel A.11 [τοι] εμισθάωσαι τὰς γὰς τὰς ιαράς τῶν Μαβίων, 36 τοι εμισθάωσαι τὰς γὰς τὰς ιαράς τῶν Ἱλίαν, 57 τοι εμισθάωσαι τὰς γὰς τὰς ιαράς τῶν Ἱλίαν. Εἰρμὸς ταύτας ἐν τῷ ἐλθορίστιον, B 52 [κεφαλῇ τάς μισθώσαι τὰς ιαράς τῶν ιαράς, though this would be the only instance I know in which the two formulas, ταῦ|ιοράν] γὰν τὸν Πάρ, are so closely joined. A 57 refers to the “Total from the rent of lands sacred to Hermes, for the purpose of oil-acquisition” ; each of the properties here mentioned is labeled ταῦ|ιοράν above. The categories are not mutually exclusive.
Finally, on these restorations the phrases that describe the lease of the two properties reflect the contemporary leasing-formula attested at Thespiae, ἐμισθώσατο τὰν πάρ + personal name in the genitive, which can be observed in the archive discussed above. The first plot carries the designation πάρ Μενίας and the second πάρ [Δρό] ΛΑ [. . . μ(?)]ο[κρίτω]α. I propose then to render lines 22–26 as follows:


Ari... idas son of Dion ... leased the sacred land (received) from Menia25 for 14 years, 1,451 drachmas each year, and he leased the land in the Aloia, (received) from Δρό ... mokritos for 14 years at 2 drachmas per plethron, totalling 250 drachmas 1 obol each year.

This solves some of the problems. πάρ ΛΑ [. . . μ(?)]ο[κρίτω]α (24) is troublesome in the light of Holleaux's personal formula at 18, but neither stands on firm ground.26 And the word-order in the two leases is not parallel: for the first plot we find verb + DO + origin + duration + cost (22–23), and for the second DO + origin + duration + verb + subject + cost (23–26). But the word-order fails to line up on Holleaux's rendering as well: for the first plot we find verb(24) is troublesome in the light of Holleaux's and for the second origin(26).

One formula describes legal status as concerns ownership (τὰς γὰς τὰς ἱππαρ[ν]), another origins (τὰν πάρ), and another legal status as concerns acceptable use (ἐν τὸ ἔλεγχον).

27Many people leasing sections of land πάρ ΛΑ [. . . ] Μενίας: FeyeI A.18-22; πάρ Ἀνδρόκος: A.36-45, 50-55, Eneas (A.41-42), Nonnos (42-44), and Menon (44-45) each leased two plots; Saon leased four (A.52-55).


IG VII 3172 (Migeotte, L'emprunt public dans les cités grecques (Quebec 1984) 13); though the agreement reached between the two parties left Nikareta with slim gains.

Migeotte (supra n.29) 15. Presumably the two women, like Nikareta, would have preferred full repayment in cash; rich as they might have been, women were denied the political muscle that men enjoyed.

1/3Laum, Stiftungen 44.

3Laum, Stiftungen 1.
Thera, Amorgos, and Cyme. At least three and maybe four other Thespiaean women divested themselves of properties which were endowed. We may add Menia to the list.

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34Feyel A.12 τῶν πάρ Δωρόθεας, A.16 τῶν πάρ Ἀριστοκτήδος, A.47 τῶν πάρ Θεόνος κτὶ Διοροθεάς (the same as at A.12?), B.29 ἐν πάρ Φιλωτίδος.

35I am grateful to Kent Rigsby, Craig Gibson, and Kevin Uhalde for helpful criticism.