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 (κατὰ τῶν θείων[αν]), 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)

Four separate hands inscribed Face A and two more Face B of the inscription,² 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 τὸν παρὸ + 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 παρ-formula would have been a

² See Feyel 389–392.

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]).

“meaningless” system of naming the plots under lease as every property would have required a new name at the start of each new lease. Finally, the same account gives the terms of lease of the garden ὃν ἀνέθεικε Σώστρατος (B.10), but then refers to what scholars have assumed to be the same property as τὸν πάρον Φιλωτίδος (B.29). In place of Feyel’s theory Osborne suggested that πάρο + 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. 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.

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. And if the archive records the lease of newly dedi-

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 boundaries in I.Sardis 1; 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 40–83. Moreover, the parallel that Osborne cites, IG I 79.5–6, τὸν Ἱερὸν τὸν παρὰ τὸ ἁρτος, 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 Laureion 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.

uated 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 καπνὸν τὸν παρ + personal name in the genitive (B.29) was, I suggest, simply the logical and formulaic equivalent of the verbose τὸν καπνὸν ὤν 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, when Sostratos first handed over the garden, and not every time a new leasehold commenced.

10 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. Pantaklidas leased a property for 92 drachmas 1 obol (A.18–19) and Phileas another for 90 drachmas 4 obols (A.19–20); Eneisias 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.

11 Feyel (411) thought that the garden had already been let to Philotis before Nauphilos took up the lease, which would seem to imply that the enabling document was (re)written repeatedly.
Thus, the ellipsis is not τὴν πάρ (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 πάρ 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

On Holleaux’s text the land-commission had six members (8–10). Of the 51 Thespian 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. 14 Of these boards only two comprised an even number of magistrates. 15 Every other board had odd numbers, presumably to prevent stalemates in voting. The land-commission functioned here like the well-known Thespian hierarchai, insofar as it appears to have let sacred land. 16 Roesch thought


14 From the table at Roesch 22–24: 3 polemarchs (62), 3 federal synedroi (1, 65), 7 (or 57) limenarchs (10, 72), 3 katoitai (14, 75), 4 fýlarxu (16, 77), 2 or 3 árchiounagý (21), 4 árchioukouvagý (26), 2 loxagá (28–29, 83), 2 sitaúv (31), 2 éptoi (70), 2 stédoi (31), 2 éptoi (33), 3 stédoi (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 gymnasiarchs of the elders (48), 3 gymnasiarchs of the youths (50), 3 agonarchs (51), 5 hendekarchs (54), 3 hodarcoi (60).

15 Both military: 4 fýlarxu (lines 16, 77) and 4 árchioukouvagý (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, appears to have 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 *Pachturkunden* 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

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

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

19 At 18, where Holleaux’s restoration π]α]ρ[ 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.

20 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 πάρεμενίας instead of Παρμενίας:

... ἀρχά ἐ[πὶ τάς γὰς τάς ὡ]-

8 νίας· Δάσυος Δασίων, Νικείας Κορρινίας[δασίων, Ἀμ-]
μονος Ξενέαο, Σιμύλος Νέωνος, Μνάς . . . .

Δάσωνος, πάρεμενίας Φαντεία, ἐν τῇ Ἀλ[οιή γά]ν
[χή αὐλά σὺν τῇ ἐπικαρπίῃ, βλέθρα ἘΣ[ΕΔ].

12 δόρα ΔΓΙΙΙ· δραχμάων MMCC·

The commission in charge of the lands to be purchased: Dasyos son of Dasyos, Nikeias son of Korrinadas, Emmonos son of Xeneas, Simylos 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. It is worth noting that one of Menia’s neighbors was Παρμενίας Μένιας (15–16). I do not know a name that gives Μένιος in the genitive. 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 relative.

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 παρ

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21 Menios: IG II° 1622.479 (356/5); 1623.127 (mid-IV b.c.); SEG XVIII 36.A.187, 332 (330–320); CID II 79.A.128 (334); Hdt. 6.71.2. Menias: I.Cret. III 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.). Parmeneia: well attested in Thessaly, LGPN III.B s.v. (see also LGPN III.A s.v.). Parmenios is attested in the Hellenistic period on Amorgos, Chios, Kos and Rhodes; see LGPN I s.v.

22 Nor, apparently, did Holleaux, who translated “Μένις (?)” (30).

23 On the dense social networks underpinning contemporary landholding at Thespiae see Osborne 319–323.
Menéas, as suggested for line 10. But on this rendering the first ἐμισθώσατο (22) lacks a subject; the two finite verbs (ἐμισθώσατο 22, 25) would have to be connected by a conjunction, which the end of line 23 would accommodate. Moreover, at 23–24 Holleaux’s τὰ [ν] l’Αλοιάν is improbable. The property which the commissioners purchased from . . mokritos is described as ἐν τῇ ‘Αλοιή (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 ‘Αλ[οιή 10; ἐν τῇ ‘Αλ[ο]ϊή[ῆ 18). It is possible that the dative ending of the placename is ‘Αλοιά. 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 τὰ[ν ὅ’ ἐν τῇ] l’Αλοιάν (vel sim.), which in turn suggests ἐν τῇ ‘Αλ[οιά] at 10 and ἐν τῇ ‘Αλ[ο]ϊ[ῆ at 18.

The letters after Holleaux’s ‘Αλοιάν, ΑΞ11ΕΤ . . ., are a crux. Holleaux lacked confidence in his own restoration, ‘Αλοιάν (τὰν) [δεύτερ]έραν τὰ[ν: “je n’ignore pas qu’elle est incorrecte, mais il ne me paraît pas facile d’en trouver une meilleure” (39). And before this difficult string we must add the now-unaccounted-for μ. The phrase ‘Αλοιά γὰν τὰν 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 .ΛΗΠΑ1ΑΝΤΑΝ, which Holleaux rendered τὰν π[ρά]ταν [γ]άν. With minor emendation to τὰ[ν] ἱαρὰ[ν] γὰν τὰν, Jamot’s text makes sense and also matches a formula found in numerous contemporary leases from Thespiae.24

24 Feyel A.11 [τοι ἐμισθώσασκ]ατο τὰς γὰς τὰς ἱαρὰς τὰν Μω]σίων, 36 τοι ἐμισθώσασκατο τὰς γὰς τὰς ἱαρὰς τὸ Ἐρμια, 57 κεφάλα τὰς μισθώσιος τὸ ένιαυτό τὰς γὰς τὰς ἱαρὰς Ἐρμια τὰς ἐν τὸ ἐληθροσιον, B.32 [κεφα]λά τὰς μισθώσιος τὸ ένιαυτό τὰς γὰς τὰς ἱαρὰς; though this would be the only instance I know in which the two formulas, τὰ[ν] ἱαρὰ[ν] γὰν and τὰν 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 τὰν πάρ 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, ἐμισθόσατο 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 π[αρ] ΛΛ[...]μ[κρί]τω. I propose then to render lines 22–26 as follows:

[88], πᾶσαν ΗΕ ΗΕ (ŒI) τὸν ἐνιαυτὸν.

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 ΛΛ[... mokritos] for 14 years at 2 drachmas per plethron, totalling 250 drachmas 1 obol each year.

This solves some of the problems. π[αρ] ΛΛ[...]μ[κρί]τω (24) is troublesome in the light of Holleaux’s [π]λρ[...]μ[κρί]τω 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 + DO + subject + duration + cost, and for the second DO + origin + duration + verb + subject + cost. Holleaux’s text gives good Greek and bad formulary (two verbs, two subjects and no origin for the first plot), mine slightly awkward Greek but essentially standard formulary (two verbs, two origins).
one subject and the origin of the first plot). Either way, the word-order seems strange. It is worth speculating that an unusual scenario made for unusual execution of grammar and formulary. Perhaps it was common for several people to lease sections of a single property, but less so for a single individual to lease multiple properties.27

The παρ-formula in the Thespiaean archive gives us a tool with which to excavate Menia from the Ptolemaic endowment. She may now join the growing ranks of wealthy women in Hellenistic Boeotia.28 She may even have known Nikareta, a fellow Thespiaean, who only a decade before had lent more than 18,000 drachmas to the city of Orchomenos, and successfully sued the city when it balked at repaying.29 A decade after Menia’s dedication two women were persuaded to accept repayment of a loan to the small town of Kopai in the form of grazing rights for 400-head of livestock.30 Furthermore, we have long known that women were highly visible in ancient endowments. The two most famous Hellenistic endowments were established by women. Epikteta of Thera founded and endowed a cult association ca 200 B.C.31 Two Corcyrans, Aristomenes and Psylla, who are considered husband and wife by convention rather than evidence or argument, created a famous endowment (III/II B.C.) to underwrite a biennial dramatic festival.32 Hellenistic women created endowments at Mantinea, Aigosthena,
Thera, Amorgos, and Cyme. At least three and maybe four other Thespian women divested themselves of properties which were endowed. We may add Menia to the list.

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34 Feyel A.12 τῶν πόρων Δωροθέας, A.16 τῶν πόρων Ἀριστογιτίδος, A.47 τῶν πόρων Θέωνος κή Δ[ο]ροθέας (the same as at A.127), B.29 τῶν πόρων Φιλωτίδος.
35 I am grateful to Kent Rigsby, Craig Gibson, and Kevin Uhalde for helpful criticism.